

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00 :
 2. BUREAU: FUS :
 3. SECTION(S) :
 5. APPROVED BY: : 4. PUBLIC MEETING DATE:
 DIRECTOR: : 00/00/00
 SUPERVISOR: :
 6. PERSON IN CHARGE: : 7. DATE FILED: 12/29/03
 8. DOCKET NO: A-230083 F2000 : 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: BRADFORD HEIGHTS WOODLAND PROP. MGMT

RESPONDENT/APPLICANT: PENNSYLVANIA WASTEWATER CO, INC

COMP/APP COUNTY:

UTILITY CODE: 230083

ALLEGATION OR SUBJECT

JOINT APPLICATION OF BRADFORD HEIGHTS WOODLAND PROPERTIES MANAGEMENT, LLC, AND PENNSYLVANIA WASTEWATER COMPANY FOR APPROVAL OF THE ABANDONMENT OF WASTEWATER SERVICE BY PENNSYLVANIA WASTEWATER COMPANY TO THE PUBLIC IN PORTIONS OF BRADFORD TOWNSHIP, CLEARFIELD COUNTY, PA, DOCKETED AT A-230083F2000, AND FOR THE RIGHT OF BRADFORD HEIGHTS WOODLAND PROPERTIES MANAGEMENT, LLC, TO BEGIN TO SUPPLY WASTEWATER SERVICE TO THE PUBLIC IN PORTIONS OF BRADFORD TOWNSHIP, CLEARFIELD COUNTY, PA, DOCKETED AT A-230099.

DOCUMENT
FOLDER

DOCKETED
JAN 08 2004

Kirkpatrick & Lockhart LLP

Payne Shoemaker Building
240 North Third Street
Harrisburg, PA 17101-1507
717.231.4500
www.kl.com

December 29, 2003

VIA HAND DELIVERY

James P. Melia
717.231.5842
Fax: 717.231.4501
jmelia@kl.com

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120

Re: Application of Bradford Heights Woodland Property Management LLC for
Approval of the Transfer of the Certificate of Pennsylvania Wastewater Company
for Purposes of Offering, Rendering, Furnishing and Supplying Wastewater
Service to the Public in Bradford Township, Clearfield County, Pennsylvania.
Docket No. A- 2300 83F 2000

Dear Secretary McNulty:

Enclosed for filing please find an original and three copies of the Application of Bradford Heights Woodland Property Management LLC in the above captioned matter.

Please contact me if you have any questions.

Very truly yours,


James P. Melia

JPM/cem
Enclosures

DOCUMENT
FOLDER

HA-138428 v1 0606105-0801

SECRETARY'S BUREAU
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BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Bradford Heights
Woodland Properties Management,
LLC for Approval of the Transfer of
the Certificate of Pennsylvania
Wastewater Company for Purposes
of Offering, Rendering, Furnishing
and Supplying Wastewater Service to
the Public in Bradford Township,
Clearfield County, Pennsylvania.

Docket No. A- 230083 F 2000

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APPLICATION FOR
TRANSFER OF CERTIFICATE

AND NOW COMES, Bradford Heights Woodland Properties Management, LLC (hereinafter "the Applicant"), by its counsel Kirkpatrick & Lockhart LLP, and herein files its Application for approval of the transfer of a certificate of public convenience of Pennsylvania Wastewater Company pursuant to Section 1102(a)(3) of the Public Utility Code, 66 Pa. C.S. § 1102(a)(3), for purposes of offering, rendering, furnishing or supplying wastewater service in portions of Bradford Township, Clearfield County.

Applicant further avers as follows:

1. The name and address of the Applicant is:

Bradford Heights Woodland Properties Management LLC
19 Birch Street
Great Neck, NY 11023
(516) 482-6802

DOCKETED
JAN 06 2004

2. The name and address of Applicant's attorney, for purposes of this Application, is:

James P. Melia, Esquire
Kirkpatrick & Lockhart LLP
240 North Third Street
Harrisburg, PA 17101-1507
(717) 231-4500
(717) 231-4501 (Fax)
jmelia@kl.com

3. Applicant is a limited liability corporation registered to do business in Pennsylvania by virtue of a Certificate of Formation filed with the Secretary of State on July 18, 2003. (See Attachment A). Included as Attachment A are the Certificate of Organization and other relevant documents associated with formation of Applicant.

4. The transferor is Pennsylvania Wastewater Company, a wastewater utility owned and operated by Bradford Heights, Inc. Pennsylvania Wastewater Company received its certificate of public convenience by Order of the Commission entered September 29, 2000 at Docket No. A-230083. A copy of this Certificate and the Order are appended as Attachment B to this Application.

5. Applicant's principal business is property development and investment. Applicant has recently acquired the Bradford Heights development located in Bradford Township, Pennsylvania through foreclosure proceedings instituted by the U.S. Department of Housing and Urban Development ("HUD") against the prior owner, Bradford Heights, Inc. The Bradford Heights development is comprised of 134 concrete pier, for-lease units which can accommodate double-wide mobile home units. Applicant's acquisition of this development was done pursuant to a deed transferred by HUD to Applicant on or about July 30, 2003. The deed for the Bradford Heights Woodland development is appended as Attachment C to this Application.

6. Applicant proposes to provide sanitary sewage collection, conveyance, treatment and disposal services to prospective customers in the Bradford Heights development as shown on the attached map at Attachment D. A diagram of the sewage treatment plant and collection facilities is appended at Attachment E.

7. The existing sewage treatment plant is designed with an average daily design flow of 27,000 gpd. This facility has adequate capacity to treat the present and 10-year projected wastewater flows generated by the sewer service area. The treatment facility includes a comminutor, equalization basin, extended aeration system, disinfection system and aerobic digester. The sanitary sewer lines are designed of 8-inch diameter PVC pipe. Slopes have been designed to meet or exceed DEP minimum required slope.

8. An 8-inch gravity sewer, installed at minimum slope of .4% has a theoretical carrying capacity of approximately 480,000 gpd. The system has more than adequate capacity for collection and conveyance of the present and 10-year projected wastewater flows generated by the sewer service area. The design engineer for this facility was Herbert, Rowland & Grubic, Inc. of State College, Pennsylvania.

9. The Woodland-Bigler Area Authority ("Authority") is currently providing sanitary and sewage supply services to portions of Bradford Township, which is proximate to the proposed service area as described herein. The address of the Authority is as follows:

Woodland-Bigler Area Authority
P.O. Box 27
Woodland, PA 16881
(814) 857-2966

The Authority has indicated that it is not able to provide service to Bradford Heights.

10. Applicant's business is currently owned by two individuals, Ashok Datta and Harbans Lal Gera. Both these individuals are 50% owners of Applicant's business.

11. A balance sheet and income statement for Applicant is appended as Attachment F.

12. Applicant has additional experience in owning, operating and managing other businesses. Mr. Ashok Datta is a part owner in an electronic business in New York State. Mr. Datta also owns and manages other residential properties within the State of New York. Mr. Datta has been in the business of buying and selling residential properties since 1984. The other owner of Applicant is Mr. Harbans Lal Gera. Mr. Lal Gera is an independent businessman in the cosmetics business. Additionally, Mr. Lal Gera owns and manages various pieces of real estate in New York State including a warehouse and is also in the process of constructing recreational facilities within New York State.

13. Applicant avers that the Bradford Heights development is fully insured and possesses comprehensive coverage through an insurance policy maintained by Applicant. Applicant will provide a copy of the insurance policy if required.

14. Applicant will continue to charge the same rates for wastewater service as were approved by the Commission when it issued the original certificate. Applicant adopts the current tariff on file with the Commission

15. Applicant proposes to close on the acquisition of the Bradford Heights development and the associated utility facilities upon receiving approval from the Commission for the transfer of the certificate.

16. The Application incorporates by reference the Business Plan and Tariff which are currently on file with the Commission and were submitted with the initial Application for Pennsylvania Wastewater Company dated May 16, 2000 at Docket No. A-230083.

17. Applicant does not propose to make any changes, additions or modifications to the services currently provided by Pennsylvania Wastewater Company. Applicant contends that it will utilize the services of a certified operator. A copy of the current operator's certificate is appended as Attachment G to this Application.

18. The Transferor's principal, Steven Petuck, has indicated that he will pay all fines, penalties and assessments owed to the Commission by Pennsylvania Wastewater Company. Applicant's examination of Commission records reveals only one outstanding fine of \$1000 for failure to file a 2000 Annual Report. (See Attachment H).

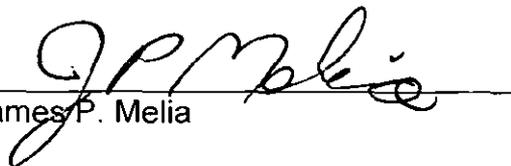
19. Applicant is also in the process of obtaining regulatory approval from the Department of Environmental Protection ("DEP") for the transfer of the existing NPDES permit for the sewage treatment facility. A copy of the existing NPDES and Water Quality Management permits are appended at Attachment I. Pennsylvania Wastewater Company is in compliance with all DEP requirements.

20. A copy of the Agreement of Sale is appended as Attachment J.

21. Applicant will utilize the services of a property management company, Community Home Sales at Bradford Heights, Inc. to manage the daily operations of the utility including customer relations. This company is currently providing services to customers of the Bradford Heights development.

WHEREFORE, for all of the foregoing reasons, Applicant requests the Pennsylvania Public Utility Commission issue a certificate of public convenience pursuant to Section 1102(a)(3) approving the transfer of authority for Pennsylvania Wastewater Company to Bradford Heights Woodland Properties Management, LLC and such other relief as it deems appropriate.

Respectfully submitted,


James P. Melia

Kirkpatrick & Lockhart LLP
240 North Third Street
Harrisburg, PA 17101-1507
(717) 231-4500
(717) 231-4501 (Fax)
jmelia@kl.com

Counsel for Bradford Heights Woodland
Properties Management, LLC

Dated: December 29, 2003

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AFFIDAVIT

STATE OF NEW YORK

COUNTY OF NY

:
:
: SS:
:

I, Stephen Petuck, being duly sworn according to law do depose and say that I am the owner of Pennsylvania Wastewater Company and that the facts as contained herein are true and correct to the best of my knowledge, information and belief.



Stephen Petuck

Sworn to and subscribed before me
this 5 day of November, 2003.



Notary Public

CYNTHIA DEUTSCH
Notary Public, State of New York
No. 02DE5080796
Qualified in New York County
Commission Expires June 23, 2007

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SECRETARY'S BUREAU

AFFIDAVIT

STATE OF NEW YORK COUNTY OF NASSAU :::: ss:

I, Ashok Datta, being duly sworn according to law do depose and say that I am the purchaser of Pennsylvania Wastewater Company and that the facts as contained herein are true and correct to the best of my knowledge, information and belief.

Ashok K. Datta
Ashok Datta

Sworn to and subscribed before me
this 21 day of November, 2003.

Elisabeth Kalogiannis
Notary Public
ELISABETH KALOGIANNIS
NOTARY PUBLIC, STATE OF N.Y.
NO. 01KA5059328
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES APRIL 22, 06

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AFFIDAVIT

STATE OF NEW YORK COUNTY OF NASSAU : ss:

I, Harbans L. Gera, being duly sworn according to law do depose and say that I am the purchaser of Pennsylvania Wastewater Company and that the facts as contained herein are true and correct to the best of my knowledge, information and belief.

Harbans L. Gera

Harbans L. Gera

Sworn to and subscribed before me this 20th day of November, 2003.

Devinder Singh
Notary Public

DERVINDER SINGH
Notary Public, State of New York
No. 02SI5085468
Qualified in Nassau County
Commission Expires Sept. 3, 2006

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ATTACHMENT A

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CERTIFICATE OF FORMATION OF

BRADFORD HEIGHTS/WOODLAND PROPERTIES , L.L.C.
MANAGEMENT

To: The Secretary of State
State of PENNSYLVANIA

THE UNDERSIGNED, for the purpose of forming a limited liability company pursuant to the provisions of the 15 Pa, CS 88913 Statutes, hereby executes the following Certificate of Formation:

FIRST: The name of the limited liability company is:
BRADFORD HEIGHTS/WOODLAND PROPERTIES , L.L.C.
MANAGEMENT

SECOND: The company has two or more members.

THIRD: The address of the limited liability company's initial registered office is:
RR2, BOX 557, TOWNSHIP RT 301, INDEPENDENCE
ROAD WOODLAND, PA 16881 CLEARFIELD
and the limited liability company's initial registered agent at such address is:

FOURTH: This Certificate shall be effective upon the date of filing,
JULY 18, 2003

FIFTH: The duration of the company shall be perpetual.

IN WITNESS WHEREOF, the undersigned, an authorized person over the age of eighteen, has signed this Certificate of Formation on the 29 day of July, 2003

Ashok K. Datta
ASHOK K DATTA, SECRETARY

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**PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU**

Entity Number

3157469

**Certificate of Organization
Domestic Limited Liability Company**
(15 Pa.C.S. § 8913)

Name

JACQUELINE WARD

Address

BLUMBERGEXCELSIOR CORPORATE SERVICES, INC.

City

State

Zip Code

82 WHITE STREET, NEW YORK, NY 10013

Document will be returned to the name and address you enter to the left.

Fee: \$100

Filed in the Department of State on

JUL 18 2003

Perth A. Contis

Secretary of the Commonwealth

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company (designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation):
BRADFORD HEIGHTS/WOODLAND PROPERTIES MANAGEMENT, LLC

2. The (a) address of the limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and Street City State Zip County
RR2, BOX 657, TOWNSHIP RT 301, INDEPENDENCE ROAD, WOODLAND, PA 16881 CLEARFIELD

(b) Name of Commercial Registered Office Provider County
c/o:

3. The name and address, including street and number, if any, of each organizer is (all organizers must sign on page 2):

Name Address
JACQUELINE WARD, BLUMBERGEXCELSIOR, 82 WHITE STREET, NEW YORK,
NY 10013

D8CB:15-8913-2

4. ~~Strike out if inapplicable term~~
A member's ~~interest~~ in the company is to be evidenced by a certificate of membership interest.

5. ~~Strike out if inapplicable:~~
Management of the company is vested in a manager or managers.

6. The specified effective date, if any is: _____
month date year hour, if any

7. ~~Strike out if inapplicable:~~ The company is a restricted professional company organized to render the following restricted professional service(s):

8. For additional provisions of the certificate, if any, attach an 8 1/2 x 11 sheet.

IN TESTIMONY WHEREOF, the organizer(s) has (have)
signed this Certificate of Organization this
18th day of July 2003
Jay _____
Signature

Signature

Form **SS-4**
(Rev. December 2001)
The Treasury
Internal Revenue Service

Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)

EIN **03-0527011**

OMB No. 1545-0003

▶ See separate instructions for each line. ▶ Keep a copy for your records.

Type or print clearly.	1 Legal name of entity (or individual) for whom the EIN is being requested BRADFORD HEIGHTS / WOODLAND PROPERTIES MANAGEMENT, LLC	
	2 Trade name of business (if different from name on line 1) NONE	3 Executor, trustee, "care of" name N/A
	4a Mailing address (room, apt., suite no. and street, or P.O. box) RR2 BOX 557 TOWNSHIP RT 301	5a Street address (if different) (Do not enter a P.O. box.) INDEPENDENCE ROAD
	4b City, state, and ZIP code WOODLAND	5b City, state, and ZIP code PA 16881 CLEARFIELD
	6 County and state where principal business is located CLEARFIELD PA 16881	
	7a Name of principal officer, general partner, grantor, owner, or trustor ASHOK DATTA, SECRETARY	7b SSN, ITIN, or EIN

8a Type of entity (check only one box)

<input type="checkbox"/> Sole proprietor (SSN)	<input type="checkbox"/> Estate (SSN of decedent)
<input type="checkbox"/> Partnership	<input type="checkbox"/> Plan administrator (SSN)
<input checked="" type="checkbox"/> Corporation (enter form number to be filed) ▶	<input type="checkbox"/> Trust (SSN of grantor)
<input type="checkbox"/> Personal service corp.	<input type="checkbox"/> National Guard <input type="checkbox"/> State/local government
<input type="checkbox"/> Church or church-controlled organization	<input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> Federal government/military
<input type="checkbox"/> Other nonprofit organization (specify) ▶	<input type="checkbox"/> REMIC <input type="checkbox"/> Indian tribal governments/enterprises
<input type="checkbox"/> Other (specify) ▶	Group Exemption Number (GEN) ▶

8b If a corporation, name the state or foreign country (if applicable) where incorporated

State	Foreign country
	N/A

9 Reason for applying (check only one box)

<input checked="" type="checkbox"/> Started new business (specify type) ▶ Real Estate	<input type="checkbox"/> Banking purpose (specify purpose) ▶
<input type="checkbox"/> Hired employees (Check the box and see line 12.)	<input type="checkbox"/> Changed type of organization (specify new type) ▶
<input type="checkbox"/> Compliance with IRS withholding regulations	<input type="checkbox"/> Purchased going business
<input type="checkbox"/> Other (specify) ▶	<input type="checkbox"/> Created a trust (specify type) ▶
	<input type="checkbox"/> Created a pension plan (specify type) ▶

10 Date business started or acquired (month, day, year) **July 18, 2003**

11 Closing month of accounting year

12 First date wages or annuities were paid or will be paid (month, day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (month, day, year)

N/A

13 Highest number of employees expected in the next 12 months. Note: If the applicant does not expect to have any employees during the period, enter "-0-"

Agricultural	Household	Other
-0-	-0-	-0-

14 Check one box that best describes the principal activity of your business.

<input checked="" type="checkbox"/> Construction	<input type="checkbox"/> Rental & leasing	<input type="checkbox"/> Transportation & warehousing	<input type="checkbox"/> Health care & social assistance	<input type="checkbox"/> Wholesale-agent/broker
<input type="checkbox"/> Real estate	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Finance & insurance	<input type="checkbox"/> Accommodation & food service	<input type="checkbox"/> Wholesale-other
			<input type="checkbox"/> Other (specify)	<input type="checkbox"/> Retail

15 Indicate principal line of merchandise sold; specific construction work done; products produced; or services provided.

N/A

16a Has the applicant ever applied for an employer identification number for this or any other business? Yes No

Note: If "Yes," please complete lines 16b and 16c.

16b If you checked "Yes" on line 16a, give applicant's legal name and trade name shown on prior application if different from line 1 or 2 above.

Legal name ▶ Trade name ▶

16c Approximate date when, and city and state where, the application was filed. Enter previous employer identification number if known.

Approximate date when filed (mo., day, year) City and state where filed Previous EIN

Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.

Third Party Designee	Designee's name	Designee's telephone number (include area code)
	Address and ZIP code	Designee's fax number (include area code)

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Name and title (type or print clearly) ▶ **ASHOK DATTA, SECRETARY**

Signature ▶ **Ashok K. Datta** Date ▶

Applicant's telephone number (include area code) **(516) 482-6802**

Applicant's fax number (include area code) **(516) 482-4725**

INITIAL ELECTION OF MEMBERS

BY

THE INITIAL AUTHORIZED PERSON

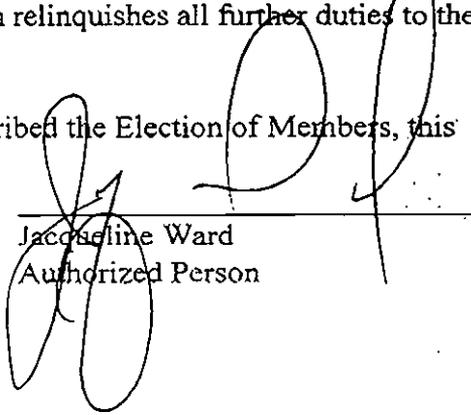
OF

BRADFORD HEIGHTS/WOODLAND PROPERTIES MANAGEMENT, LLC

THE UNDERSIGNED, being a natural person of at least eighteen (18) years of age and acting as the organizer of the limited liability company (the "Company") hereby being formed under Section 203 of the Limited Liability Company Law of the State of New York (the "LLC"), certifies that:

1. The Certificate of Formation of the Company under the New York Limited Liability Company Act was filed by the Secretary of State of the State of New York. A copy of the Certificate of Formation annexed hereto. The same hereby, is ordered filed with the Operating Agreement of the Company.
2. At the time of its formation, the Company had at least one member, to wit:
Ashok Datta
3. The initial authorized person herein is neither a member or a manager of the Company.
4. From this date hence, the undersigned, effective this date, has fulfilled the duties as the initial authorized person of **BRADFORD HEIGHTS/WOODLAND PROPERTIES MANAGEMENT, LLC** accordance with the provisions set forth Under Section 203 of the New York Limited Liability Act herewith relinquishes all further duties to the Company.

IN WITNESS WHEREOF, I have made and subscribed the Election of Members, this 18th day of July, 2003.



Jacqueline Ward
Authorized Person

Blumberg EXCELSIOR CORPORATE SERVICES, INC.

BLUMBERGEXCELSIOR
62 WHITE ST
NEW YORK, NY 10013

Phone: 212-431-5000 Fax: 888-692-9256

I N V O I C E

JAW

Bill to: SIN1179101
Attn: DERVINDER SINGH
DERVINDER SINGH ESQ
4 SAMUEL CT
SYOSSET, NY 11791

Remit to:
A/R BLUMBERG EXCELSIOR
62 WHITE ST
NEW YORK, NY 10013

Terms: CASH PREPAYMENT

Invoice#: 09574024

Invoice Date: 08/27/03

Order Num	Ord Date	Qty	Description	Unit Price	Ext Price
501489	07/18/03	1	PA/LLC ART OF ORGANIZATION	250.00	250.00
			Reference: BRADFORD HEIGHTS/WOODLAND PROPERTIES MANAGEMENT		
		1	LLC KIT W/MODEL OPERATING AGRE	64.45	64.45
Subtotal:					314.45
Freight:					5.35
Sales Tax:					6.11
Prepaid:					325.91
Total Due:					0.00

CC/PD#: 4071296981017510

Excelsior Corporate Services, Inc.

Services Provided Subject to BlumbergExcelsior Limited Warranty

Call for Nationwide UCC, Litigation and Lien Searches 800.999.0850

Buyer Agrees to These Terms on Reverse.
for Texas call 800.252.3050

REMITTANCE

ATTACHMENT B

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PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA. 17105-3265

Public Meeting held September 28, 2000

Commissioners Present:

John M. Quain, Chairman
Robert K. Bloom, Vice Chairman
Nora Mead Brownell
Aaron Wilson, Jr.
Terrance J. Fitzpatrick

Application of Pennsylvania Wastewater
Company, Inc. for approval to begin to offer,
render, furnish or supply wastewater service to
the public in Bradford Township, Clearfield
County, Pennsylvania.

Docket Number:
A-230083

ORDER

BY THE COMMISSION:

By this Application filed on May 16, 2000, the Pennsylvania
Wastewater Company, Inc., (the Applicant), 123 North Allegheny Street,
Bellefonte, PA 16823, seeks a certificate of public convenience pursuant to
Section 1101 of the Public Utility Code, 66 Pa. C.S. §1101, evidencing
Commission approval of the Applicant's right to begin to offer, render, furnish or
supply wastewater service to the public within certain portions of Bradford
Township, Clearfield County, which includes a mobile home community known as
Bradford Heights. The proposed service territory is delineated on an Assessment
Map that is attached to and made a part of the amended Application.

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The Applicant submitted proof of service and publication. The Commission received no protests and thus no hearings were held. The Applicant was requested by the Commission to define the proposed service territory in more precise terms. On September 12, 2000, the Applicant submitted an Amended Application with a more precise description of the proposed service territory. Copies of the Amended Application were also served upon the parties.

The Applicant is a Pennsylvania "S" corporation formed under the provisions of the Business Corporation Law, Act of May 5, 1933, P.L. 364, as amended. The Applicant was incorporated on May 10, 2000, and is authorized to issue a 1,000 shares of common stock. The Applicant's affiliate, Bradford Heights, Inc., is also a corporation registered to do business in Pennsylvania by virtue of a certificate of incorporation issued on February 24, 1999.

The Applicant proposes to begin offering wastewater collection, conveyance, treatment, and disposal service to prospective residential customers in a 812-acre tract of land that includes Bradford Heights mobile home community, as well as, additional property surrounding the mobile home community where service may ultimately be extended. The proposed Bradford Heights development is a mobile home community that is comprised of 134 for-lease spaces, which can accommodate doublewide mobile home units. Initially, it is proposed that some additional land outside of the mobile home community, but within the proposed service area, will be further subdivided into 75 single-family building lots. The Applicant's ability to offer wastewater services to these 75 residential customers is the reason for this Application. The Applicant expects full build out of this development within three years.

The Woodland-Bigler Area Authority (Authority) is currently providing public wastewater and water services to portions of Bradford Township, Clearfield County. The Authority will be providing public water service to the Bradford Heights development, however, it has indicated that it will not be able to provide the needed wastewater collection and disposal service.

In order to provide the needed wastewater collection and disposal services the Applicant has constructed certain wastewater collection and treatment facilities. A collection system has been constructed to serve the Bradford Heights mobile home community with future extensions of the system planned to serve land outside of the mobile home community. The collection system has been designed to Department of Environmental Protection (DEP) standards. The present design of the collection system will allow all of the wastewater generated to reach the treatment plant site by gravity flow, without the need for collection systems' pumping stations. In addition, normal flow through the treatment plant and to the receiving stream is entirely by gravity flow. The wastewater treatment plant is permitted for an average design flow of 27,000 gallons per day, which is sufficient to treat all of the expected wastewater flow, at full build out, from the proposed development. The treatment plant is a package extended aeration plant contained in a metal tank sitting on a concrete pad. Most of the tank will be buried below grade. A headwork's unit containing a comminutor and bar screen by-past is provided. The dual train-processing unit consists of an integral equalization basin with a surge lift pump; sludge holding, aeration and settling tanks; and a chlorine contact chamber. Submerged air diffuser assemblies fed by one of two positive displacement blowers are used to provide air to the treatment process. There is control building, however, the blowers are located outside on a concrete pad and are protected by fiberglass enclosures. Chlorination of the treated effluent is by tablet feeders. An 8-foot chain link fence topped with barbed wire will fence

the entire treatment plant property. An additional space within the fenced in area has been provided for a future wastewater treatment-processing unit.

The construction cost of the package wastewater treatment plant and initial sewer collection system is approximately \$375,000. It is anticipated that the treatment plant will be operational by November 1, 2000. The financing for the utility will be primarily through a mortgage note in the amount of \$1.9 million held by WMF/Huntoon, Paige Associates, Ltd. for and on behalf of the U.S. Department of Housing and Urban Development.

A proposed initial tariff and a business plan was included a part of the Application filing. The initial tariff states a flat rate of \$37 per month for each residential unit or \$444 per annum. The Applicant projects 166 residential customers will be served by the system after three years of operation.

The Applicant has submitted copies of all construction and operational permits as required by the Department of Environmental Protection.

No other corporation, partnership, individual or municipal corporation is now furnishing sanitary wastewater, collection and disposal service to the public in the proposed service area involved in this Application.

Upon full consideration of all matters of record, we find that approval of this Application and initial tariff is necessary and proper for the service, accommodation, and convenience of the public; **THEREFORE,**

IT IS ORDERED:

1. That the Application of the Pennsylvania Wastewater Company, Inc. is hereby approved.

2. That a Certificate of Public Convenience be issued pursuant to Section 1101 of the Public Utility Code, 66 Pa. C.S. §1101 authorizing the Pennsylvania Wastewater Company, Inc. to begin to offer, render, furnish or supply wastewater service to the public in portions of Bradford Township, Clearfield County, as shown on a map in Attachment A of the Amended Application.

3. That Pennsylvania Wastewater Company, Inc., file a Compliance Tariff reflecting the service territory and rates referenced in the Application, within thirty days of the entry date of this Order.

4. That Pennsylvania Wastewater Company, Inc. submits to the Commission's Secretary, within sixty days of the entry date of this Order, an affiliated interest agreement reflecting its relationship with Bradford Heights, Inc.

5. That Pennsylvania Wastewater Company, Inc. be added to the active lists of the Tariff and PUC Annual Report Section of the Bureau of Fixed Utility Services and the Assessment Section of Administrative Services of the Commission.

6. That the record at A-230083 be marked closed by Secretary's Bureau of the Commission following the completion of ordering paragraphs No. 3 and 4.

BY THE COMMISSION,

James J. McNulty
Secretary

(SEAL)

ORDER ADOPTED: September 28, 2000

ORDER ENTERED: September 28, 2000



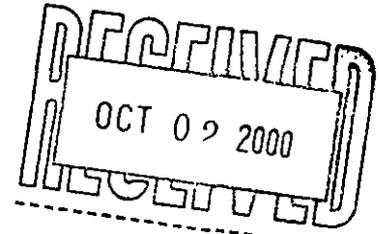
COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

SEPTEMBER 29, 2000

IN REPLY PLEASE
REFER TO OUR FILE

A-230083

JAMES P MELIA ESQUIRE
KIRKPATRICK AND LOCKART LLP
240 NORTH THIRD STREET
HARRISBURG PA 17101-1507



Application of Pennsylvania Wastewater Company, Inc., for approval to begin to offer, render, furnish or supply wastewater service to the public in portion of Bradford Township, Clearfield County, Pennsylvania

To Whom It May Concern:

This is to advise you that the Commission in Public Meeting on September 28, 2000 has adopted an Order in the above-entitled proceeding.

An Order has been enclosed for your records.

Very truly yours,

James J. McNulty
Secretary

Enclosure
Certified Mail
FG

PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN THE MATTER OF THE APPLICATION OF: A-230083

Application of Pennsylvania Wastewater Company, Inc., for approval to begin to offer, render, furnish or supply wastewater service to the public in portions of Bradford Township, Clearfield County, Pennsylvania

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing, it has, by its report and order made and entered, found and determined that the granting of the application is necessary or proper for the service, accommodation, convenience and safety of the public and hereby issues to the applicant this **CERTIFICATE OF PUBLIC CONVENIENCE** evidencing the Commission's approval.

In Witness Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 28th day of September 2000.



James J. McNulty

Secretary

ATTACHMENT C

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SECRETARY'S BUREAU

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SECRETARY'S BUREAU
PA PUC

DEED

MULTIFAMILY MORTGAGE FORECLOSURE

FHA PROJECT NAME: Bradford Heights Mobile Home Park
FHA PROJECT NO.: 033-00071
FHA PROJECT LOCATION: Township Road 150
Bradford Township, PA

This indenture made this 30th day of July 2003.

WHEREAS, on March 1, 2000, a certain Mortgage was executed by Bradford Heights, Inc., as mortgagor in favor of WMF/Huntoon, Paige Associates Limited, as mortgagee and was recorded on March 16, 2000 as Document Number 200003548, in the recorder's office of Clearfield County, Bradford Township, Pennsylvania; and

WHEREAS, on June 7, 2002, said mortgage instrument was assigned to the Secretary of Housing and Urban Development and recorded on July 1, 2002 as Document Number 200210458, in the recorder's office of Clearfield County, Bradford Township, Pennsylvania; and

WHEREAS, by virtue of a default in the covenants and conditions of the Mortgage, the Secretary designated R. Darryl Ponton & Associates as Foreclosure Commissioner to conduct a nonjudicial foreclosure of the Mortgage under the provisions of the Multifamily Mortgage Foreclosure Act of 1981 (the Act) 12 U.S.C. § 3701 et seq.; and

WHEREAS, a Notice of Default and Foreclosure Sale was sent by certified or registered mail on May 21, 2003 to Bradford Heights, Inc., the owner of the property secured by the mortgage as shown by the public record on April 8, 2003; and

WHEREAS, the Notice of Default and Foreclosure Sale was published in the Progress on June 4, 2003, June 11, 2003, and June 18, 2003; and

WHEREAS, pursuant to the Notice of Default and Foreclosure Sale and to the Act, a foreclosure sale was held on June 26, 2003 at which Harbans Lal Gera and Ashok Datta submitted the highest bid in the amount of \$230,000.00; and

WHEREAS, the following costs were incurred in conducting the foreclosure sale:

- a. \$149.95 for advertising and postage expenses incurred in mailing and publishing the Notice of Default and Foreclosure Sale.
- b. \$153.28 for milcage expenses incurred in posting the Notice of Default and Foreclosure Sale and for the Commissioner's attendance at the Foreclosure Sale.

KAREN L. STARCK
EGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200313680
RECORDED ON
AUG 01, 2003
10:53:35 AM
Total Pages: 9

RECORDING FEES - \$23.00
COUNTY IMPROVEMENT \$2.00
REORDER IMPROVEMENT \$3.00
TAX/ACCESS TO JUSTICE \$10.00
STATE TRANSFER TAX \$2,300.00
STATE WRIT TAX \$0.50
CLEARFIELD COUNTY \$1,150.00
CLEARFIELD AREA \$1,150.00
TOTAL \$4,638.50
CUSTOMER
IND AMERICA LAWYER TITLE

C:\HUD\Bradford\Docs\Deed.0

- c. \$28.50 for the Commissioner's necessary out-of-pocket expenses incurred for recording documents.
- d. \$3,000.00 as commission to the Foreclosure Commissioner.

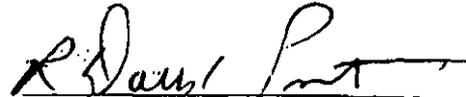
NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the undersigned hereby grants, bargains, sells and conveys to Harbans Lal Gera and Ashok Datta, their heirs, successors and assigns, the following described property located in Bradford Township, Clearfield County, Pennsylvania:

[SEE EXHIBIT A, ATTACHED]

The grantor hereby conveys to the grantees all rights, title and interest in the above property held by the grantor herein, the Secretary, the Mortgagor Bradford Heights, Inc., or any other party claiming by, through, or under them on the date the Mortgage referred to above was recorded and any interest acquired by any of them until the date of the foreclosure sale.

The covenants contained in the attached Use Agreement (if required) are incorporated into this Deed and shall be enforceable by the parties thereto as covenants running with the land.

WITNESS:

R. Darryl Ponton
 R. Darryl Ponton & Associates
 Foreclosure Commissioner
 4415 Fifth Avenue
 Pittsburgh, PA 15213

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCT. 10. P.L. 874, NO. 156 §1.

WITNESS:

.....

EXHIBIT A

ALL THAT CERTAIN LOT OR PIECE OF GROUND SITUATE in Bradford Township, Clearfield County, Commonwealth of Pennsylvania bounded and described as follows:

BEGINNING at a railroad rail found marking the Southeasterly corner of land now or formerly owned by K.C. Investments, Inc. (as more fully described in Clearfield County Deed Book Volume 1199, page 348) on line of lands now or formerly of Eugene Peters, et ux (as more fully described in Clearfield County Deed Book Volume 521, page 188); thence along said lands now or formerly owned by K.C. Investments, Inc. North $08^{\circ} 03' 49''$ East (crossing over a 1" rebar with cap at 1,137.34 feet), a total distance of 2,618.00 feet to a 1" rebar; thence along same North $79^{\circ} 09' 46''$ West, 555.55 feet to a 1" rebar; thence along Lot 21, North $43^{\circ} 27' 57''$ East, 528.96 feet to a 1" rebar; thence along a curve to the left having a delta angle of $29^{\circ} 05' 38''$, a radius of 1,150.00 feet an arc length of 583.95 feet, a chord bearing of North $61^{\circ} 35' 16''$ West, and a chord distance of 577.70 feet to a 1" rebar set in the centerline of a 175 foot wide easement for New York State Electric and Gas Corporation; thence along the centerline of said easement, North $43^{\circ} 27' 57''$ East, 132.91 feet to a 1" rebar situate on the Southerly right-of-way line of Interstate 80; thence along the right-of-way Interstate 80, South $80^{\circ} 14' 36''$ East, 1,053.66 feet to a 1" rebar; thence along same South $09^{\circ} 45' 24''$ West, 140.00 feet to a 1" rebar; thence along same South $80^{\circ} 14' 36''$ East, 551.80 feet to a 1" rebar marking the Northwesterly corner of lands now or formerly owned by Robert Duval & Bruce Hathaway Real Estate Partnership (as more fully described in Clearfield County Deed Book 1946, page 195); thence along said lands now or formerly owned by Robert Duval & Bruce Hathaway Real Estate Partnership, South $14^{\circ} 49' 35''$ West, 588.00 feet to a 1" rebar on the Northerly line of lands now or formerly owned by Crown Atlantic County Company LLC (as described in Clearfield County Record Book Volume 1999, page 7960); thence along said lands now or formerly owned by Crown Atlantic County Company LLC, North $81^{\circ} 38' 28''$ West, 31.60 feet to a 1" rebar; thence along same South $15^{\circ} 00' 09''$ West, 392.47 feet to a 1" rebar; thence along same South $50^{\circ} 48' 51''$ East, 623.84 feet to a rebar with a cap found situate on the Westerly right-of-way line of Township Road T-150 (an 80 foot wide right-of-way); thence along the Westerly right-of-way line of T-150 South $38^{\circ} 40' 53''$ West, 30.66 feet to a 1" rebar; thence continuing along the right-of-way line of T-150, along a curve to the left having a radius of 11,499.19 feet a delta angle of $04^{\circ} 50' 29''$ an arc length of 971.66 feet, a chord bearing of South $37^{\circ} 31' 22''$ West, and a chord distance of 971.38 feet to a rebar with a cap found; thence along lands now or formerly owned by John M. Jordan, et ux (as more fully described in Clearfield County Deed Book 1409, page 90) North $73^{\circ} 41' 50''$ West, 754.50 feet to a 1" rebar; thence along same South $08^{\circ} 03' 49''$ West, 1,054.80 feet to a rebar with a cap found; thence along same South $64^{\circ} 30' 00''$ East, 283.66 feet to a 1" rebar situate right-of-way line of T-150; thence along the Westerly right-of-way line of T-150, South $31^{\circ} 28' 00''$ West, 3.28 feet to a railroad rail; thence along lands now or formerly owned by Eugene Peters, et ux, North $81^{\circ} 03' 46''$ West, 302.37 feet to a railroad rail found, being the place of BEGINNING.

BEING designated as Tax Parcel No. 106-M08-000-56 in the Tax Assessment Office of Clearfield County.

BEING the same premises conveyed to Bradford Heights, Inc., a Pennsylvania corporation, by deed from John B. Lansberry, et ux, dated November 29, 1999 and recorded at Instrument No. 200003547.

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

SS:

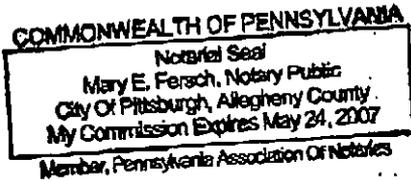
On this, the 30th day of July, 2003 before me, a Notary Public, the undersigned Officer, personally appeared R. Darryl Ponton, of R. Darryl Ponton & Associates, Foreclosure Commissioner, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Mary E. Ferach

Notary Public

My Commission Expires:



Certificate of Residence

I the undersigned, do hereby certify that the precise place of business of the within-named Grantees is

19 Birch Street, Greatneck, NY 11023.

M. Ponton

ATTACHMENT C
FORECLOSURE SALE USE AGREEMENT

This Agreement is entered into by Harbans Lal Gera and Ashok K. Datta ("Purchaser") and the Secretary of Housing and Urban Development ("Secretary" or "HUD").

WHEREAS, pursuant to the provisions of the Multifamily Mortgage Foreclosure Act, 12 U.S.C. Sections 3701 *et seq.* (the "Act"), and the Department of Housing and Urban Development's regulations thereunder at 24 C.F.R. Part 27, the Secretary has elected to exercise the nonjudicial power of sale provided under the Act, or pursuant to a judicial foreclosure the Secretary has elected to apply Section 367(b) of the Act, with respect to Bradford Heights Mobile Home Park, HUD Project No. 033-00071, (the "Project" or the "Property") a legal description of which is attached as Exhibit "A"; and

WHEREAS, pursuant to the Act and to provisions of 12 U.S.C. Section 1701z-11 *et seq.* Management and Preservation of HUD-Owned Multifamily Housing Projects, and the Department of Housing and Urban Development regulations thereunder at 24 CFR Part 290, the Secretary has authority to impose certain use restrictions, as set forth in this Agreement, on the property subject to a mortgage held by the Secretary that is sold at foreclosure to a purchaser other than HUD; and

WHEREAS, by Deed executed this 30th day of July, 2003, by R. Darryl Ponton & Associates, the Project has been conveyed to the Purchaser, and

NOW THEREFORE, in consideration of the mutual promises set forth herein and in further consideration of the sale of the Project to the Purchaser, the parties agree as follows:

1. **TERM OF AGREEMENT** - This Agreement shall be in effect,

twenty years from the date of this Agreement or at least six (6) months from the date of this Agreement.

2. **CONVEYANCE OF PROJECT**

This paragraph is is not applicable for this property

During the term of this Agreement, any conveyance of the project must have prior written approval of HUD. HUD's approval of conveyance and/or the proposed purchaser's management of the property will be based on information provided in written statements of how the purchaser, or any subsequent purchaser, in consideration of any and all existing use restrictions, will:

- (a) implement sound financial and physical management program;
- (b) respond to the needs of the tenants and work cooperatively with resident organizations;
- (c) provide adequate organizational staff and resources to manage the project.

3. **SUBJECT TO EXAMINATION** - The Project shall at all times,

- (a) be maintained in decent, safe and sanitary condition to the greatest extent possible,
- (b) maintain full occupancy to the greatest extent possible,
- (c) be maintained as rental housing for the term of this Agreement.

At the request of the Secretary, Purchaser must supply evidence by means of occupancy reports, physical condition reports, reports on operations, or any evidence as requested to ensure that the above requirements are being met.

4. **UNIT NUMBER OR USE CHANGE** - Changes to the use, number, size, or configuration of residential units in the Project; e.g., apartment units, beds in a care facility, from the use as of the date of this Agreement, must receive the written prior approval of HUD.

5. **NON-DISCRIMINATION REQUIREMENTS** - The Purchaser will comply with the provisions of all Federal, State, or local laws prohibiting discrimination in housing.

6. **HAZARD INSURANCE** - Hazard insurance shall be maintained in an amount to ensure that the Purchaser is able to meet the rental housing requirements described in this Agreement.

7. **DESTRUCTION OF PROJECT** - In the event that any or all of the Project is destroyed or damaged by fire or other casualty, the money derived from any insurance on the Project shall be applied to rebuild or replace the property destroyed or damaged, unless the Secretary gives written approval to use insurance proceeds for other purposes.
8. **DEMOLITION OF PROJECT PROPERTY** - The Purchaser will not demolish any part of the Project or withdraw any part of the Project from use (except as temporarily necessary for routine repairs), without the prior written approval of HUD.
9. **REMEDIES FOR NONCOMPLIANCE** - Upon any violation of any provision of this Agreement by the Purchaser, HUD may give written notice thereof to the Purchaser by registered or certified mail, addressed to the address stated in this Agreement, or such other address as subsequently, upon appropriate written notice thereof to the Secretary, may be designated by the Purchaser as its legal business address. If such violation is not corrected to the satisfaction of the Secretary within thirty (30) days after the date such notice is mailed or within such further time as HUD reasonably determines is necessary to correct the violation, without further notice, HUD may declare a default under this Agreement and may apply to any court, State or Federal, for specific performance of this Agreement, for an injunction against any violation of this agreement, for the appointment of a receiver to take over and operate the Project in accordance with the terms of this Agreement, and/or such other relief as may be appropriate, since the injury to the Secretary arising from a default of the terms of the Agreement would be irreparable and the amount of damage would be difficult to ascertain.

The availability of any remedy under the Agreement shall not preclude the exercise of any other remedy under any provision of the law, nor shall any action taken in the exercise of any remedy be considered a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not construe a waiver of the right to exercise that or any other right or remedy at any time.
10. **SUCCESSORS AND ASSIGNS** - This Agreement is binding upon the Purchaser's heirs, successors and assigns. The Purchaser agrees that if title to the Project is conveyed during the term of this Agreement, the Purchaser will require its purchaser to assume in writing its obligations under this Agreement.
11. **RESTRICTIONS** - No Member of Congress or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of the benefits of the Use Agreement, but this provision shall not be construed to extend to this Use Agreement if the Use Agreement is made with a corporation for its general benefit.
12. **CONTRADICTORY AGREEMENTS** - The Purchaser certifies that it has not, and agrees that it will not, execute any other agreement with provisions contradictory of, or in opposition to, the provisions of this agreement, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth herein and supersede any other requirements in conflict with this Agreement.
12. **SEPARABILITY** - The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions hereof.
13. **AMENDMENT** - This Agreement may be amended by the mutual written consent of the parties, except those provisions required by statute.

IN WITNESS WHEREOF:

The Purchaser has executed this Use Agreement in triplicate this 28th day of JULY, 2003.

WITNESS:

PURCHASER:

B. Shau
[Signature]

Ashok K. Datta
By: Signature Harrans Lal Gera

ASHOK K. DATTA HARRANS LAL GERA
Typed Name of Purchaser

19 BIRCH STREET
Street Address

GREAT NECK, NY 11023
City, State, Zip Code

The U.S. Department of Housing and Urban Development (HUD) has executed this Use Agreement in triplicate this 24th day of July, 2003.

WITNESS:

FOR: THE SECRETARY OF HOUSING
AND URBAN DEVELOPMENT

[Signature] July 24/03
Jane Y. Butler

BY: William H. Melvin

William H. Melvin
Official's Typed Name

Director, Atlanta M/F FD Center
Title

Exhibit A to Attachment C

Legal Description

ALL that certain message, tenement and tract of land situate, lying and being in the Township of Bradford, Clearfield County, Pennsylvania, more fully bounded and described as follows, to-wit:

BEGINNING at a railroad rail found marking the southeasterly corner lands now or formerly owned by K.C. Investments, Inc. (as more fully described in Clearfield County Deed Book 1199, Page 348) on line of lands now or formerly of Eugene Peters, et ux (as more fully described in Clearfield County Deed Book 521, Page 188); thence along said lands now or formerly owned by K.C. Investments, Inc., North 08° 03' 49" East (crossing over a 1" rebar with cap at 1,137.34 feet), a total distance of 2,618.00 feet to a 1" rebar; thence along same, North 79° 09' 46" West, 555.55 feet to a 1" rebar; thence along Lot 21, North 43° 27' 57" East, 528.96 feet to a 1" rebar; thence along a curve to the left having a delta angle of 29° 05' 38", a radius of 1,150.00 feet, an arc length of 583.95 feet, a chord bearing of North 61° 35' 16" West, and a chord distance of 577.70 feet to a 1" rebar set in the centerline of a 175 foot wide easement for New York State Electric and Gas Corporation; thence along the centerline of said easement. North 43° 27' 57" East, 132.91 feet to a 1" rebar situate on the southerly right-of-way line of Interstate 80; thence along the right-of-way of Interstate 80, South 80° 14' 36" East, 1,053.66 feet to a 1" rebar; thence along same, South 09° 45' 24" West, 140.00 feet to a 1" rebar; thence along same, South 80° 14' 36" East, 551.80 feet to a 1" rebar marking the northwesterly corner of lands now or formerly owned by Robert Duval and Bruce Hathaway Real Estate Partnership (as more fully described in Clearfield County Deed Book 1946, Page 195); thence along said lands now or formerly owned by Robert Duval and Bruce Hathaway Real Estate Partnership, South 14° 49' 35" West, 588.00 feet to a 1" rebar on the northerly line of lands now or formerly owned by Crown Atlantic Company, LLC (as described in Clearfield County Deed Book 1999, page 7960); thence along said lands now or formerly owned by Crown Atlantic Company, LLC, North 81° 38' 28" West, 31.60 feet to a 1" rebar; thence along same. South 15° 00' 09" West 392.47 feet to a 1" rebar; thence along same. South 50° 48' 51" East, 623.84 feet to a rebar with cap found situate on the westerly right-of-way line of Township Road T-150 (an 80 foot wide right-of-way); thence along the westerly right-of-way line of T-150, South 38° 40' 53" West, 30.68 feet to a 1" rebar; thence continuing along the right-of-way line of T-150, along a curve to the left having a radius of 11,499.19 feet, a delta angle of 04° 50' 29" an arc length of 971.66 feet, a chord bearing of South 37° 31' 22" West, and a chord distance of 971.38 feet to a rebar with cap found; thence along lands now or formerly owned by John M. Jordan, et ux (as more fully described in Clearfield County Deed Book 1409, page 90), North 73° 41' 50" West, 754.50 feet to a 1" rebar; thence along the same, South 08° 03' 49" West, 1,054.80 feet to a rebar with cap found; thence along same, South 64° 30' 00" East, 283.66 feet to a 1" rebar situate on the westerly right-of-way line of T-150; thence along the westerly right-of-way line of T-150, South 31° 28' 00" West, 3.28 feet to a railroad rail; thence along lands now or formerly owned by Eugene Peters, et ux, North 81° 03' 46" West, 302.37 feet to a railroad rail found, being the place of beginning.

CONTAINING 55.48 acres and being a portion of a larger tract of land which became vested in the Grantors herein by deed recorded in Clearfield County Deed Book 1400, Page 212.

UNDER AND SUBJECT to a right-of-way in favor of Pennsylvania Electric Company as more fully described in Clearfield County Miscellaneous Book 132, Page 390, that portion of the 175 foot easement in favor of New York State Electric & Gas Corporation which is located upon the hereinabove described property as more fully described in Clearfield County Miscellaneous Book 146, Page 138, a right-of-way for Bell of Pennsylvania as more fully described in Clearfield County miscellaneous Book 133, Page 674 and the right-of-way of Bradford Drive, a 50-foot wide right-of-way as located upon the hereinabove described property.

RIDER 1 OF 1

MOBILE HOME PARKS

The Use Agreement shall include the following provisions:

The Purchaser covenants that it will continue to operate the mobile home park as a mobile home park for at least six (6) months from the date of this Agreement.

If the property will not be maintained as a mobile home park, it will be the responsibility of the Purchaser to provide relocation assistance in the form of:

- (a) Advisory services, including housing counseling, referrals to suitable decent, safe, and sanitary replacement housing, and fair housing related advisory services.
- (b) Payment for actual reasonable moving expenses, as determined by HUD.
- (c) Such other Federal, State and local assistance as may be available.

By initialing hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Use Agreement.

PURCHASER _____

SECRETARY OF HOUSING AND URBAN DEVELOPMENT *hpm*

Ashok K. Datta
Harbans Lal Grewal

ATTACHMENT D

RECEIVED

2003 DEC 29 PM 3: 27

FA PUC
SECRETARY'S BUREAU

ATTACHMENT E

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PA PUC
SECRETARY'S BUREAU

NO

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NYC RR

P.D.

**OVERSIZED
DOCUMENT(S)**

REVISED 1-23-98

**ASSESSMENT MAP
BRADFORD TOWNSHIP
CLEARFIELD COUNTY
PENNSYLVANIA**

SCALE - 1" = 660'

AD-1955

MAP NO
M 8

...d by law, for tax
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ATTACHMENT F

ATTACHMENT E IS OVERSIZED,
MOVED TO END OF APPLICATION.

RECEIVED
2003 DEC 29 PM 3:27
FA PUC
SECRETARY'S BUREAU

BRADFORD HGTS WDLND PROP MNGT LLC

Balance Sheet
October 31, 2003

ASSETS

Current Assets		
Regular Checking Account	\$	10,000.00
Total Current Assets		10,000.00
Property and Equipment		
Prefab Houses/bldgs		202,635.00
Land (M Park - Clrflld Cty)		240,989.35
Total Property and Equipment		443,624.35
Other Assets		
Total Other Assets		0.00
Total Assets	\$	453,624.35

LIABILITIES AND CAPITAL

Current Liabilities		
Total Current Liabilities		0.00
Long-Term Liabilities		
Member Loan (A.Datta)	\$	64,113.77
Member Loan (H.Gera)		192,510.00
Total Long-Term Liabilities		256,623.77
Total Liabilities		256,623.77
Capital		
Member Capital		200,000.00
Net Income		<2,999.42>
Total Capital		197,000.58
Total Liabilities & Capital	\$	453,624.35

Unaudited - For Management Purposes Only

RECEIVED
2003 DEC 29 PM 3:27
PA PUC
SECRETARY'S BUREAU

BRADFORD HGTS WDLND PROP MNG LLC

Income Statement

For the Ten Months Ending October 31, 2003

	Current Month		Year to Date	
Revenues				
Total Revenues	<u>0.00</u>	0.00	<u>0.00</u>	0.00
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	0.00	<u>0.00</u>	0.00
Gross Profit	<u>0.00</u>	0.00	<u>0.00</u>	0.00
Expenses				
Insurance Expense	\$ 1,161.37	0.00	\$ 1,161.37	0.00
Real Estate Taxes	1,110.35	0.00	1,110.35	0.00
Travel Expense	<u>727.70</u>	0.00	<u>727.70</u>	0.00
Total Expenses	<u>2,999.42</u>	0.00	<u>2,999.42</u>	0.00
Net Income	\$ <u><2,999.42></u>	0.00	\$ <u><2,999.42></u>	0.00

For Management Purposes Only

ATTACHMENT G

RECEIVED

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**PA PUC
SECRETARY'S BUREAU**

Commonwealth of Pennsylvania

Department of Environmental Protection

In accordance with the
State Board for Certification of Water and Wastewater Systems Operators
and the Regulations of the
Department of Environmental Protection

DANIEL FARRIS

Permanently Authorized to Operate
WASTEWATER SYSTEM

Class: A
Type: 1

Client ID: 188163

DANIEL FARRIS
1446 HOLLOW RD RR 1
COLLEGEVILLE PA 19326

Issue Date: Jan 01, 2003
Expiration Date: Dec 31, 2005

Certificate No. S7217

William C. Ross
Board Chairman

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ATTACHMENT H

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**PA PUC
SECRETARY'S BUREAU**

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265**

Public Meeting held October 24, 2002

Commissioners Present:

Glen R. Thomas, Chairman
Robert K. Bloom, Vice-Chairman
Aaron Wilson, Jr.
Terrance J. Fitzpatrick
Kim Pizzingrilli

Pennsylvania Public Utility Commission
Law Bureau Prosecutory Staff

Docket No
C-20027726

PA PUC
SECRETARY'S BUREAU

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v.

Pennsylvania Wastewater Co., Inc. (2001.0352)

A-230083

DEFAULT ORDER

BY THE COMMISSION:

On May 23, 2002 the Law Bureau Prosecutory Staff filed a Formal Complaint against Pennsylvania Wastewater Co., Inc., the Respondent, a wastewater company certificated at A-230083. In the Complaint, Prosecutory Staff alleged that the Commission sent by certified mail notices to the Respondent that pursuant to 66 Pa. C.S. §504 its 2000 Annual Report was due. The Complaint charged that the Respondent violated 66 Pa. C.S. §504 by failing to file its 2000 Annual Report.

The Complaint sought the following remedies:

(1) that the Commission issue an Order directing the Respondent to file its 2000 Annual Report, and

(2) that the Commission issue an Order assessing a civil penalty of \$1,000 in addition to any other remedies it deems appropriate.

According to the U.S. Postal Service return receipt, the Complaint was served May 31, 2002. To date, more than 20 days later, no answer has been filed to the Complaint and the 2000 Annual Report has not been filed; **THEREFORE,**

IT IS ORDERED:

1. That the allegations in the Law Bureau Prosecutory Staff's Complaint are deemed admitted and the Complaint is thereby sustained.

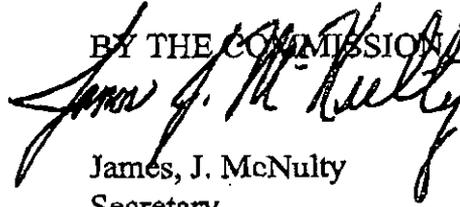
2. That Pennsylvania Wastewater Co., Inc. is in default for failing to respond to the Complaint within the 20-day time period.

3. That Pennsylvania Wastewater Co., Inc. is also directed to pay a civil penalty within 20 days of the entry date of this Order in the amount of \$1,000 for failure to file its 2000 Annual Report.

4. The fine shall be paid by check or money order payable to the Commonwealth of Pa. and addressed to the Secretary, Pa. PUC, P.O. Box 3265, Harrisburg, PA 17105-3265

5. That Pennsylvania Wastewater Co., Inc. is hereby directed to file its outstanding 2000 Annual Report within 30 days of the entry date of this Order.

BY THE COMMISSION



James, J. McNulty
Secretary

(SEAL)

ORDER ADOPTED: October 24, 2002

ORDER ENTERED: OCT 29 2002

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PA 101
SECRETARY'S BUREAU

ATTACHMENT I



Pennsylvania Department of Environmental Protection

208 West Third Street, Suite 101

Williamsport, PA 17701-6448

December 18, 1998

Northcentral Regional Office

Fax 570-327-3565

CERTIFIED MAIL NO. Z 145 138 976

Mr. Steve Petuck
Bradford Heights Mobile Home Park
35 Connecticut Avenue
Greenwich, CT 06830

Re: Sewerage
NPDES No. PA0228044 and 1798410
Bradford Heights MHP
Bradford Township, Clearfield County

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2003 DEC 29 PM 3:28
PA PUC
SECRETARY'S BUREAU

Dear Mr. Petuck:

Enclosed is the National Pollutant Discharge Elimination System (NPDES) Permit along with sample discharge monitoring reports (DMR) with instructions. Also enclosed is the Part II, Water Quality Management Permit.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514; and the Administrative Agency Law, 2 Pa. C.S., Chapter 5A, to the Environmental Hearing Board, Rachel Carson State Office Building, 400 Market Street, P.O. Box 8457, Harrisburg, PA 17105-8457, 717-787-3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800-654-5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in braille or on audiotape from the Secretary to the Board 717-787-3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

Should you have any questions, please feel free to contact the Permits Section of this office.

Mr. Steve Petuck

-2-

December 18, 1998

Additionally, the Department would appreciate you taking the time to complete the enclosed questionnaire concerning the quality of service which you received from the Department in the review/processing of this permit. A postage-paid return envelope has been enclosed for transmittal of your completed questionnaire.

Sincerely,



L. Richard Adams
Chief, Permit Section
Water Management

Enclosures: NPDES Permit
WQM Permit
Discharge Monitoring Report Form (DMR)
Standard Conditions Relating to Sewerage
Standard Conditions Relating to Erosion Control
Questionnaire

cc: Brian L. Book
Central Office
Regional Office

LRA/MRR/bls

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
WATER MANAGEMENT PROGRAM

AUTHORIZATION TO DISCHARGE UNDER THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

NPDES PERMIT NO. PA0228044

In compliance with the provisions of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (the "Act") and Pennsylvania's Clean Streams Law, as amended, 35 P.S. Section 691.1 et seq.,

Steve Petuck

is authorized to discharge from a facility located at

Municipality: Bradford Township
County: Clearfield

to receiving waters named Unnamed Tributary of Abes Run

in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts A, B, and C hereof.

THIS PERMIT SHALL EXPIRE AT MIDNIGHT, 12/31/2003.

The authority granted by this permit is subject to the following further qualifications:

1. If there is a conflict between the application, its supporting documents and/or amendments and the terms and conditions of this permit, the terms and conditions shall apply.
2. Failure to comply with the terms, conditions, or effluent limitations of this permit is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application.
3. Complete application for renewal of this permit, or notification of intent to cease discharging by the expiration date, must be submitted to the Department at least 180 days prior to the above expiration date (unless permission has been granted by the Department for submission at a later date), using the appropriate NPDES permit application form.

In the event that a timely and complete application for renewal has been submitted and the Department is unable, through no fault of the permittee, to reissue the permit before the above expiration date, the terms and conditions of this permit, including submission of the Discharge Monitoring Reports, will be automatically continued and will remain fully effective and enforceable pending the grant or denial of the application for permit renewal.

4. This NPDES permit does not constitute authorization to construct or make modifications to wastewater treatment facilities necessary to meet the terms and conditions of this permit.

PERMIT

ISSUE DATE: 12/17/1998

EFFECTIVE DATE: 1/1/1999

AMENDMENT

ISSUE DATE: _____

EFFECTIVE DATE: _____

ISSUED BY:

Samuel S. Alters

Environmental Program Manager

PART A

1. DISCHARGE REQUIREMENTS FOR NON-MUNICIPAL SEWAGE TREATMENT WORKS

For Outfall 001 Latitude 41° 1' 20" Longitude 78° 21' 54" River Mile Index 0.95 Stream Code 26105

- a. The permittee is authorized to discharge during the period from 1/1/1999 to 12/31/2003
- b. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Footnotes and Supplemental Information below)

Discharge Parameter	EFFLUENT LIMITATIONS						MONITORING REQUIREMENTS		
	Mass Units (lbs/day) ¹		Concentrations (mg/l)				Minimum Measurement Frequency	Sample Type	24 Hr. Report Under Part A.3.c.(4)
	Average Monthly	Minimum	Average Monthly	Average Weekly	Maximum Daily	Instantaneous Maximum ²			
Flow (MGD)	Report						Continuous	Meter	No
pH (Std. Units)			Within the Range of 6.0 to 9.0				2/Week	Grab	3
Fecal Coliforms			Part A 1 c				2/Month	Grab	3
C-BOD ₅			25			50	2/Month	8 Hr Comp	3
TSS			30			60	2/Month	8 Hr Comp	3
Total Cl ₂ Residual ⁴			1.0 ⁴			2.7	2/Week	Grab	3

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): 001

Supplemental Information

- (1) If a flow limitation is included, it is based upon the rated hydraulic design capacity of the treatment facility and will be used to help determine whether a "hydraulic overload" situation exists.
- (2) The effluent limitations for this outfall were determined using an effluent discharge rate of 0.027 million gallons per day.

Footnotes

- (1) When sampling to determine compliance with mass discharge limitations, discharge flow at the time of sampling must be measured, recorded and reported on the Discharge Monitoring Report Form.
- (2) The instantaneous maximum discharge limitations are for compliance use by the Department only. Do not report instantaneous maximums on the Discharge Monitoring Report (DMR) or Supplemental DMR unless specifically required on those forms to do so.
- (3) Report within 24 hours any noncompliance which may endanger health or environment, any sample result greater than 2 times the inst. max. limit, or any disinfection system failure.
- (4) Test Procedure, DPD colorimetric test kit or Part A 3 a (4)

005/026

11/04/2003 11:55 FAX

1. DISCHARGE REQUIREMENTS FOR NON-MUNICIPAL SEWAGE TREATMENT WORKS (continued)

- c. The permittee shall provide for effective disinfection of this discharge to control disease-producing organisms during the swimming season (May 1 through September 30) to achieve a fecal coliform concentration not greater than 200/100 ml as a geometric average (mean), and not greater than 1,000/100 ml in more than 10% of the samples tested. During the period October 1 through April 30 the fecal coliform concentration shall not exceed 2000 /100 ml as geometric average (mean).
- d. Any discharge of floating materials, oil, grease, scum and substances which produce color, tastes, odors, turbidity or settle to form deposits shall be controlled to levels which are not inimical or harmful to the water uses to be protected or to human, animal, plant or aquatic life.
- e. For discharges in the Delaware River Basin Only - the permittee shall provide for effective disinfection of this discharge to control disease producing organisms by continually achieving a fecal coliform concentration of not greater than 200/100 ml as a geometric average.

2. DEFINITIONS

- a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility.
- b. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- c. "Daily discharge" means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the "daily discharge" is calculated as the average measurement of the pollutant over the day.
- d. "Average" refers to the use of an arithmetic mean, unless otherwise specified in this permit.
- e. "Geometric Average (mean)" means the average of a set of n sample results given by the nth root of their product.
- f. "Average monthly" discharge limitation means the highest allowable average of "daily values" over a calendar month, calculated as the sum of all "daily values" measured during a calendar month divided by the number of "daily values" measured during that month.
- g. "Average weekly" discharge limitation means the highest allowable average of "daily values" over a calendar week, calculated as the sum of all "daily values" measured during a calendar week divided by the number of "daily values" measured during that week.
- h. "Maximum daily" discharge limitation means the highest allowable "daily discharge."
- i. "Maximum any time" (or instantaneous maximum) means the level not to be exceeded at any time in any grab sample.

- j. "Composite Sample" (for all except GC/MS volatile organic analysis) means a combination of at least 8 individual samples of at least 100 milliliters each obtained at periodic intervals during the operating hours of a facility over a 24 hour period. The composite must be flow-proportional, either the volume of each individual sample is proportional to discharge flow rates, or the sampling interval (for constant volume samples) is proportional to the flow rates over the time period used to produce the composite.

"Composite Sample for GC/MS volatile organic analysis" consists of at least four (rather than eight) aliquots or grab samples collected during actual hours of discharge over a 24 hour period and need not be flow proportioned. The four samples are composited in the laboratory immediately before analysis, and only one analysis performed.

The maximum time period between individual samples used for any "composite sample" shall not exceed two hours, except that for wastes of a uniform nature the samples may be collected on a frequency of at least twice per working shift and shall be equally spaced over a 24-hour period (or over the operating day if flows are of a shorter duration).

- k. "Grab Sample" means an individual sample of at least 100 milliliters collected at a randomly-selected time over a period not to exceed 15 minutes.
- l. "i-s" means immersion stabilization - in which a calibrated device is immersed in the wastewater until the reading is stabilized.
- m. The "Daily Average" temperature means the average of all temperature measurements made, or the mean value plot of the record of a continuous automated temperature recording instrument, either during a calendar day or during the operating day if flows are of a shorter duration.
- n. "Measured Flow" means any method of liquid volume measurement, the accuracy of which has been previously demonstrated in engineering practice, or for which a relationship to absolute volume has been obtained.
- o. "At outfall XXX" means a sampling location in outfall line XXX below the last point at which wastes are added to outfall line XXX, or where otherwise specified.
- p. "Estimate" means to be based on a technical evaluation of the sources contributing to the discharge including, but not limited to, pump capabilities, water meters and batch discharge volumes.
- q. "Non-contact cooling water" means water used to reduce temperature which does not come in direct contact with any raw material, intermediate product, waste product (other than heat), or finished product.

Such water may on occasion, as a result of corrosion, cooling system leakage or similar cooling system failures contain small amounts of process chemicals: provided, that all reasonable measures have been taken to prevent, reduce, eliminate and control the maximum extent feasible such contamination: and provided further, that all reasonable measures have been taken that will mitigate the effects of such contamination once it has occurred.

- r. "Toxic Pollutant"- Those pollutants, or combinations of pollutants, including disease-causing agents, which after discharge and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will, on the basis of information available to the Department, cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions, including malfunctions in reproduction, or physical deformations in such organisms or their offspring.
- s. "Hazardous substance" means any substance designated under 40 CFR Part 116 pursuant to Section 311 of the Clean Water Act.

- t. "Publicly Owned Treatment Works" or "POTW" means a facility as defined by Section 212 of the Clean Water Act which is owned by a State or Municipality, as defined by Section 502(4) of the Clean Water Act, including any sewers that convey wastewater to such a treatment works, but not including pipes, sewers or other conveyances not connected to a facility providing treatment. The term also means the municipality as defined in Section 502(4) of the Clean Water Act which has jurisdiction over the indirect discharges to and the discharges from such a treatment works.
- u. "Industrial User" means an establishment which discharges or introduces industrial wastes into a Publicly Owned Treatment Works (POTW).
- v. "Total Dissolved Solids" means the total dissolved (filterable) solids as determined by use of the method specified in 40 CFR Part 136.
- w. "Storm water associated with industrial activity" means the discharge from any conveyance which is used for collecting and conveying storm water and which is directly related to manufacturing, processing, or raw materials storage areas as defined at 40 CFR Part 122.26(b)(14).
- x. "Storm water" means storm water runoff, snow melt runoff, and surface runoff and drainage.
- y. "Best Management Practices ("BMPs")" means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of "Waters of the United States." BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

3. SELF-MONITORING, REPORTING, AND RECORDS KEEPING

a. Representative Sampling

(1) Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

(2) Records Retention

Except for records of monitoring information required by this permit related to the permittee's sewage sludge use and disposal activities which shall be retained for a period of at least 5 years, all records of monitoring activities and results (including all original strip chart recordings for continuous monitoring instrumentation and calibration and maintenance records), copies of all reports required by this permit, and records of all data used to complete the application for this permit shall be retained by the permittee for three (3) years from the date of the sample measurement, report, or application. The three year period shall be extended as requested by the Department or the EPA Regional Administrator.

(3) Recording of Results

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

- (i) The exact place, date, and time of sampling or measurements;
- (ii) The person(s) who performed the sampling or measurements;
- (iii) The date(s) the analyses were performed;
- (iv) The person(s) who performed the analyses;

- (v) The analytical techniques or methods used; and the associated detection level; and
- (vi) The results of such analyses.

(4) Test Procedures

Unless otherwise specified in this permit, the test procedures for the analysis of pollutants shall be those contained in 40 CFR Part 136 (or in the case of sludge use or disposal, approved under 40 CFR Part 136 unless otherwise specified in 40 CFR Part 503), or alternate test procedures approved pursuant to those parts, unless other test procedures have been specified in the permit.

(5) Quality Assurance/Control

In an effort to assure accurate self-monitoring analyses results:

- (a) Permittee or its designated laboratory shall participate in the periodic scheduled quality assurance inspections conducted by the Department and EPA.
- (b) The permittee or its designated laboratory shall develop and implement a program to assure the quality and accurateness of the analyses performed to satisfy the requirements of this permit in accordance with 40 CFR Part 136, Appendix A

b. Reporting of Monitoring Results

- (1) The permittee shall effectively monitor the operation and efficiency of all wastewater treatment and control facilities, and the quantity and quality of the discharge(s) as specified in this permit.
- (2) Unless instructed otherwise in Part C of this permit, monitoring results obtained each month shall be summarized for that month and reported on a Discharge Monitoring Report (DMR).
- (3) The completed DMR Form shall be signed and certified either by the following applicable person (as defined in 40 CFR 122.22(a)) or by that person's duly authorized representative (as defined in 40 CFR 122.22(b)):
 - For a corporation - by a responsible corporate officer
 - For a Partnership or Sole Proprietorship - by a general partner or the proprietor, respectively
 - For a Municipality, State, Federal or other public agency - by a principle executive officer or ranking elected official.

If signed by other than the above, written notification of delegation of DMR signatory authority must be submitted to the Department.

- (4) If the permittee monitors any pollutant, using analytical methods described in A.3.a(4) above, more frequently than the permit requires, the results of this monitoring shall be incorporated, as appropriate, into the calculations used to report self-monitoring data on the DMR.

c. Reporting Requirements

- (1) Planned Changes - The permittee shall give notice to the Department as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required only when:

- (a) The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in §122.29(b); or
- (b) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements under §122.42(a)(1).
- (c) The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan;

(2) Anticipated Non-Compliance

The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.

(3) Compliance Schedules

Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each schedule date.

(4) Twenty-Four Hour Reporting

- (a) The permittee shall report any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.
- (b) The following shall be included as information which must be reported within 24 hours under this paragraph.
 - (i) Any unanticipated bypass which exceeds any effluent limitation in the permit.
 - (ii) Any catastrophic event which causes the discharge to exceed effluent limitations in this permit.
 - (iii) Violation of a maximum daily discharge limitation for any of the pollutants listed by the Department in the permit to be reported within 24 hours.
- (c) The Department may waive the written report on a case-by-case basis for reports under paragraph c (4)(a) of this section if the oral report has been received within 24 hours.

(5) Other Noncompliance

The permittee shall report all instances of noncompliance not reported under paragraphs c (3), (4) of this section, at the time monitoring reports are submitted. The reports shall contain the information listed in paragraph c (4) of this section.

Compliance with reporting requirements under A.3.c. above shall not excuse a person from immediate notification of incidents causing or threatening pollution pursuant to 25 PA Code 101.2.

d. Specific Toxic Substance Notification Levels (for Manufacturing, Commercial, Mining, and Silvicultural Dischargers)
The permittee shall notify the Department as soon as it knows or has reason to believe the following:

- (1) That any activity has occurred, or will occur, which would result in the discharge of any toxic pollutant which is not limited in the permit, if that discharge on a routine or frequent basis will exceed the highest of the following "notification levels".
 - (a) One hundred micrograms per liter.
 - (b) Two hundred micrograms per liter for acrolein and acrylonitrile.
 - (c) Five hundred micrograms per liter for 2, 4-dinitrophenol and 2-methyl -4, 6-dinitrophenol.
 - (d) One milligram per liter for antimony.
 - (e) Five (5) times the maximum concentration value reported for that pollutant in the permit application.
 - (f) Any other notification level established by the Department.

- (2) That any activity has occurred or will occur which would result in any discharge, on a non-routine or infrequent basis, of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":
 - (a) Five hundred micrograms per liter;
 - (b) One milligram per liter for antimony;
 - (c) Ten (10) times the maximum concentration value reported for that pollutant in the permit application;
 - (d) Any other notification level established by the Department.

1. MANAGEMENT REQUIREMENTS**a. Compliance Schedules**

- (1) The permittee shall achieve compliance with the terms and conditions of this permit within the time frames specified in Part C of this permit.
- (2) The permittee shall submit reports of compliance or noncompliance with, or progress reports as applicable, any interim and final requirements contained in this permit. Such reports shall be submitted no later than 14 days following the applicable schedule date or compliance deadline.

b. Permit Modification, Termination, or Revocation and Reissuance

- (1) This permit may be modified, terminated, or revoked and reissued during its term for cause, including, but not limited to, any of the causes specified in 25 Pa. Code, Chapter 92.51(2)(i-iii).
- (2) The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated non-compliance, does not stay any permit condition.
- (3) In the absence of a Departmental action to modify or revoke and reissue this permit, the permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time specified in the regulations that establish those standards or prohibitions.

c. Duty to Provide Information

- (1) The permittee shall furnish to the Department, within a reasonable time, any information which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit.
- (2) The permittee shall furnish to the Department, upon request, copies of records required to be kept by this permit.
- (3) Other Information - Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Department, it shall promptly submit such facts or information to the Department.
- (4) Where the permittee is a POTW, the permittee shall provide adequate notice to the Department of the following:
 - (a) Any new introduction of pollutants into the POTW from an indirect discharger which would be subject to Sections 301 and 306 of the Clean Water Act if it were otherwise discharging those pollutants.
 - (b) Any substantial change in the volume or character of pollutants being introduced into the POTW by an Industrial User which was discharging into the POTW at the time of issuance of this permit.

- (c) For the purpose of this paragraph, adequate notice shall include information on:
- (i) any change in the quality and quantity of the effluent introduced into the POTW, and
 - (ii) any anticipated impact of the change on the quality or quantity of the effluent to be discharged from the POTW.

The submission of the above information in the POTW's Annual Wasteload Management Report, required under the provisions of 25 Pa. Code Chapter 94, will normally be considered as providing adequate notice to the Department, unless a more responsive reporting period is required by law, regulation, or permit condition. If the above changes in industrial pollutant loading to the POTW are significant enough to warrant either modification or revocation and resissuance of this permit, then the permittee is required to meet the requirements contained in Part B.1.b. of this permit.

- (d) The identity of Industrial Users served by the POTW which are subject to pretreatment standards adopted under Section 307(b) of the Clean Water Act; the POTW shall also specify the total volume of discharge and estimated concentration of each pollutant discharged into the POTW by the Industrial Users.
- (e) The POTW shall require all Industrial Users to comply with the reporting requirements of Sections 204(b), 307, and 308 of the Clean Water Act and any regulations adopted thereunder, and the Clean Streams Law and any regulations adopted thereunder.

d. Facilities Operation

The permittee shall at all times maintain in good working order and properly operate and maintain all facilities and systems which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes, but is not limited to, adequate laboratory controls including appropriate quality assurance procedures. This provision also includes the operation of backup or auxiliary facilities or similar systems which are installed by the permittee, only when necessary to achieve compliance with the terms and conditions of this permit.

The permittee shall develop, install, and maintain Best Management Practices to control or abate the discharge of pollutants when the practices are reasonably necessary to achieve the effluent limitations and standards in this permit or to carry out the purposes and intent of the Clean Water Act, or when required to do so by the Department.

e. Adverse Impact

The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

f. Bypassing

- (1) **Bypassing Not Exceeding Permit Limitations** - The permittee may allow a bypass to occur which does not cause effluent limitations to be violated, but only if the bypass is essential for maintenance to assure efficient operation. This type of bypassing is not subject to the reporting and notification requirements of Part A.3.c.

- (2) Other Bypassing - In all other situations bypassing is prohibited unless all of the following conditions are met:
- (a) A bypass is unavoidable to prevent loss of life, personal injury or "severe property damage";
 - (b) There are no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed (in the exercise of reasonable engineering judgment) to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance;
 - (c) The permittee submitted the necessary reports required under Part A.3.c.
- (3) The Department may approve an anticipated bypass, after considering its adverse effects, if the Department determines that it will meet the three conditions (a through c) listed above.

2. PENALTIES AND LIABILITY

a. Violations of Permit Conditions

Any person violating Sections 301, 302, 306, 307, 308, 318, or 405 of the Clean Water Act or any permit condition or limitation implementing such sections in a permit issued under Section 402 of the Act is subject to civil, administrative, and/or criminal penalties as set forth in 40 CFR 122.41(a)(2).

Any person or municipality who violates any provision of this permit, any rule, regulation, or order of the Department, or any condition or limitation of any permit issued pursuant to the Clean Streams Law is subject to criminal and/or civil penalties as set forth in Sections 602, 603 and 605 of the Clean Streams Law.

b. Falsifying Information

Any person who does any of the following: Falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit; or

Knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit (including monitoring reports or reports of compliance or non-compliance).

shall, upon conviction, be punished by a fine and/or imprisonment as set forth in 18 P.S. §4904 and 40 CFR 122.41(j)(5) and (k)(2).

c. Liability

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance pursuant to Section 309 of the Clean Water Act or Sections 602, 603 or 605 of the Clean Streams Law.

Nothing in this permit shall be construed to preclude the institution of any legal action or to relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject to under the Clean Water Act and the Clean Streams Law.

d. Enforcement Proceedings

- (1) It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

3. OTHER RESPONSIBILITIES

a. Right of Entry

Pursuant to Sections 5(b) and 305 of Pennsylvania's Clean Streams Law and 25 Pa. Code, Chapter 92, the permittee shall allow the head of the Department, the EPA Regional Administrator, and/or their authorized representatives, upon the presentation of credentials and other documents as may be required by law:

- (1) To enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
- (2) To have access to and copy at reasonable times any records that must be kept under the conditions of this permit;
- (3) To inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this permit;
- (4) To sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act, any substances or parameters at any location.

b. Transfer of Permits

- (1) Transfers by modification. Except as provided in paragraph (2) of this section, a permit may be transferred by the permittee to a new owner or operator only if the permit has been modified or revoked and reissued, or a minor modification made to identify the new permittee and incorporate such other requirements as may be necessary under CWA.
- (2) Automatic transfers. As an alternative to transfers under paragraph (1) of this section, any NPDES permit may be automatically transferred to a new permittee if:
 - (a) The current permittee notifies the Department at least 30 days in advance of the proposed transfer date in paragraph (2)(b) of this section;
 - (b) The notice includes the appropriate Department transfer form signed by the existing and new permittees containing a specific date for transfer of permit responsibility, coverage, and liability between them; and
 - (c) The Department does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue the permit. A modification under this subparagraph may also be a minor modification. If this notice is not received, the transfer is effective on the date specified in the agreement mentioned in paragraph (2)(b) of this section.
- (3) In the event the Department does not approve transfer of the permit, the new owner or controller must submit a new permit application.

c. Property Rights

PART B

Page 13
PA0228044

The issuance of this permit does not convey any property rights of any sort, or any exclusive privilege.

d. Other Laws

The issuance of a permit does not authorize any injury to persons or property or invasion of other private rights, or any infringement of State or local law or regulations.

OTHER REQUIREMENTS

1. COMPLIANCE SCHEDULES

The permittee shall achieve compliance with the effluent limitations and monitoring requirements established in Part A.1.b. of this permit, or terminate discharge, in accordance with the following schedule:

<u>Effluent Limits/Mon. Reqts. Established On:</u>	<u>Date Effective</u>
Page	Permit Effective Date

The permittee shall achieve compliance with all other terms and conditions of this permit upon the effective date of the permit, unless otherwise specified.

- 2 No storm water from pavements, area ways, roofs, foundation drains or other sources shall be directly admitted to the sanitary sewers associated with the herein approved discharge.
- 3 Properly completed and signed Discharge Monitoring Reports (DMRs), as described in Part A.3.b. of this permit, shall be submitted, within 28 days after the end of each monthly reporting period, to the Department (and the EPA Regional Office, if noted below) at the following addresses:

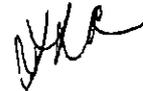
Pa. Dept. of Environmental Protection
Northcentral Field Office
Water Management
208 West Third Street
Suite 101
Williamsport, PA 17701

- 4 The approval herein given is specifically made contingent upon the permittee acquiring all necessary property rights by easement or otherwise, providing for the satisfactory construction, operation, maintenance and replacement of all sewers or sewerage structures associated with the herein approved discharge in, along, or across private property, with full rights of ingress, egress and regress.
- 5 If, in the opinion of the Department, by reason of change in the character of wastes or increased load upon the treatment facilities, or changed use or condition of the receiving body of water, or otherwise, the said effluent ceases to be satisfactory or the treatment facilities shall have created public nuisance, then upon notice by the Department the right herein granted to discharge such effluent shall cease and become null and void unless within the time specified by the Department, the permittee shall adopt such remedial measures as will produce an effluent which, in

the opinion of the Department, will be satisfactory for discharge into the said receiving body of water.

6. This permit authorizes the discharge from sewerage facilities until such time as facilities for conveyance and treatment at a more suitable location are installed and are capable of receiving and treating the permittee's sewage. Such facilities must be in accordance with either the applicable municipal official plan adopted pursuant to Section 5 of the Pennsylvania Sewage Facilities Act, the Act of January 24, 1956, P.L. 1535, as amended, or a comprehensive Water Quality Management Plan as set forth in Section 91.31 of the Rules and Regulations of the Department. When such municipal sewerage facilities become available, the permittee shall provide for the conveyance of the sewage to the sewerage facilities, abandon the herein approved discharge, and notify the Department accordingly. This permit shall then, upon notice from the Department, terminate and become null and void, and shall be relinquished to the Department.
7. Collected screenings, slurries, sludges, and other solids shall be handled and disposed of in compliance with 25 Pa. Code, Chapter 75, and in a manner equivalent to the requirements indicated in Chapters 271, 273, 275, 283, and 285 (relating to permits and requirements for landfilling, land application, incineration, and storage of sewage sludge), Federal Regulation 40 CFR 257, Pennsylvania Clean Streams Law, Pennsylvania Solid Waste Management Act of 1980, and the Federal Clean Water Act and its amendments.

The permittee is responsible to obtain or assure that contracted agents have all necessary permits and approvals for the handling, storage, transport and disposal of solid waste materials generated as a result of wastewater treatment.



PERMITTEE NAME ADDRESS (include Facility Name / Location if different)

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) DISCHARGE MONITORING REPORT (DMR)

NAME: Steve Petuck
 ADDRESS: 35 Connecticut Avenue
 Greenwich, Ct, 06830
 FACILITY:
 LOCATION: Bradford Township
 COUNTY: Clearfield

PA0228044			001				
PERMIT NUMBER			DISCHARGE NUMBER				
MONITORING PERIOD							
FROM	YEAR	MO	DAY	TO	YEAR	MO	DAY
	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

Northcentral Region

Permit Effective Date:
Permit Expiration Date:
Submit Permit Renewal Application By:

NOTE: Read instructions before completing this form

Parameter (32-37)		(3 Card Only) QUANTITY OR LOADING			(4 Card Only) QUALITY OR CONCENTRATION			NO.	FREQUENCY	SAMPLE TYPE
		(46-53)	(54-61)	UNITS	(38-45)	(46-53)	(54-61)			
Flow	Sample Measurement				XXXX	XXXX	XXXX			
	Permit Requirement	Report Monthly Average	Report Daily Maximum	MGD	XXXX	XXXX	XXXX	XXXX	Continuous	Meter
pH	Sample Measurement	XXXX	XXXX		6.0	XXXX	9.0	STD Units		
	Permit Requirement	XXXX	XXXX	XXXX	Minimum	XXXX	Maximum		2/Week	Grab
CBOD ₅	Sample Measurement	XXXX	XXXX		XXXX		XXXX			
	Permit Requirement	XXXX	XXXX	XXXX	XXXX	25	XXXX	mg/l	2/Month	8 Hr Comp
TSS	Sample Measurement	XXXX	XXXX		XXXX		XXXX			
	Permit Requirement	XXXX	XXXX	XXXX	XXXX	30	XXXX	mg/l	2/Month	8 Hr Comp
Fecal Coliforms 5/1-9/30 (10/1-4/30)	Sample Measurement	XXXX	XXXX		XXXX		XXXX			
	Permit Requirement	XXXX	XXXX	XXXX	XXXX	200 (2000)	XXXX	# Col/100 ml	2/Month	Grab
Total Cl ₂ Residual	Sample Measurement	XXXX	XXXX		XXXX		XXXX			
	Permit Requirement	XXXX	XXXX	XXXX	XXXX	1.0	XXXX	mg/l	2/Week	Grab

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER TYPE OR PRINT	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION. I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 U.S.C. §1001 AND 33 U.S.C. §1319. (Penalties under these statutes may includes fines up to \$10,000 and or maximum imprisonment of between 6 months and 5 years)	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE	DATE
			AREA CODE	NUMBER

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

019/026

11/04/2003 11:56 FAX

SEWERAGE - (Non-Municipal)

Supplemental Monitoring Report

CASE NAME Steve Peruck
 MUNICIPALITY Bradford Township
 COUNTY Clearfield
 NPDES PERMIT NUMBER PA0228044

MONTH _____
 YEAR _____

Date	AERATION TANK					EFFLUENT				
	Flow	Set. S. (ml/l)	Sludge Wasted (gallons)	C-BOD ₅ (mg/l)	T.S.S. (mg/l)	pH	Average Cl ₂ (mg/l)	F.C. (#/100 ml)	D.O. (mg/l)	NH ₃ -N (mg/l)
1										
2										
3										
4										
5										
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ABBREVIATIONS:

- | | |
|---|---|
| C-BOD ₅ - Carbonaceous Biochemical Oxygen Demand | F.C. - Fecal Coliforms |
| T.S.S. - Total Suspended Solids | Set. S. - Settleable Solids (30 min. optional) |
| Cl ₂ - Chlorine Residual (Total) | NH ₃ -N - Ammonia Nitrogen (If required by permit) |
| D.O. - Dissolved Oxygen (If required by permit) | |

REMARKS:

Signature (same as Page 1) _____

Instructions To NPDES Permittee's For Completing Discharge Monitoring Reports (DMRs)

1. If form has been partially completed by preprinting, disregard instructions directed at entry of that information already preprinted.
2. Enter "Permittee Name/Mailing Address (and facility name/location, if different)," "Permit Number," and "Discharge Number" where indicated. (A separate form is required for each discharge.)
3. Enter dates beginning and ending "Monitoring Period" covered by form where indicated.
4. Enter each "Parameter" as specified in monitoring requirements of permit.
5. Enter "Sample Measurement" data for each parameter under "Quantity" and "Quality" in units specified in permit. "Average" is normally arithmetic average (geometric average for bacterial parameters) of all sample measurements for each parameter obtained during "Monitoring Period"; "Maximum" and "Minimum" are normally extreme high and low measurements obtained during "Monitoring Period." (Note to municipalities with secondary treatment requirement; Enter 30-day average of sample measurements under "Average," and enter maximum 7-day average of sample measurements obtained during monitoring period under "Maximum.")
6. Enter "Permit Requirement" for each parameter under "Quantity" and "Quality" as specified in permit.
7. Under "No Ex" enter number of sample measurements during monitoring period that exceed maximum (and/or minimum or 7-day average as appropriate) permit requirement for each parameter. If none, enter "0".
8. Enter "Frequency of Analysis" both as "Sample Measurement" (actual frequency of sampling and analysis used during monitoring period) and as "Permit Requirement" specified in permit. (e.g., Enter "Cont." for continuous monitoring, "1/7" for one day per week, "1/30" for one day per month, "1/90" for one day per quarter, etc.)
9. Enter "Sample Type" both as "Sample Measurement" (actual sample type used during monitoring period) and as "Permit Requirement," (e.g., Enter "Grab" for individual sample, "24HC" for 24-hour composite, "N/A" for continuous monitoring, etc.)
10. Where violations of permit requirements are reported, attach a brief explanation to describe cause and corrective actions taken, and reference each violation by date.
11. If "no discharge" occurs during monitoring period, enter "No Discharge" across form in place of data entry.
12. Enter "Name/Title of Principal Executive Officer" with "Signature of Principal Executive Officer of Authorized Agent," "Telephone Number," and "Date" at bottom of form.
13. Mail signed Report to Office(s) by date(s) specified in permit. Retain copy for your records.
14. More detailed instructions for use of this *Discharge Monitoring Report (DMR)* form may be obtained from Office(s) specified in permit.

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to vary from a range of 10 hours as an average per response for some minor facilities, to 110 hours as an average per response for some major facilities, with a weighted average for major and minor facilities of 18 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information including suggestions for reducing this burden, to Chief, Information Policy Branch, PM-223, U.S. Environmental Protection Agency, 401 M Street, SW, Washington, DC 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Legal Notice

This report is required by law (33 U.S.C. 1318; 40 C.F.R. 125.27). Failure to report or failure to report truthfully can result in civil penalties not to exceed \$10,000 per day of violation; or in criminal penalties not to exceed \$25,000 per day of violation, or by imprisonment for not more than one year, or by both.

EPA Form 3320-1 (Rev. 9-88)



WATER QUALITY MANAGEMENT PERMIT

A. PERMITTEE (Name & Address):	Steve Petuck 35 Connecticut Avenue Greenwich, CT 06830		
B. PROJECT (Name, County, Municipality):	Bradford Heights MHP Sewage Collection and Sewage Plant Clearfield Bradford Township		
C. THIS:	<input checked="" type="checkbox"/> Permit	<input type="checkbox"/> Permit Amendment	
APPROVES:	<input checked="" type="checkbox"/> The construction/operation of: <input checked="" type="checkbox"/> Sewage Treatment Facilities <input type="checkbox"/> Land Application Facilities Average Design Flow of <u>0.027</u> MGD consisting of: <u>Comminutor, Equalization, Extended Aeration, Disinfection and Aerobic Digestion</u>	<input type="checkbox"/> Modification(s) to the construction/operation of: <input type="checkbox"/> Industrial Waste Treatment Facilities Other: _____	
	<input checked="" type="checkbox"/> Sewers and Appurtenances <input type="checkbox"/> Impoundment(s) <input type="checkbox"/> Soil Erosion & Sedimentation Control Plan <input type="checkbox"/> Stream Crossing(s)	<input checked="" type="checkbox"/> Pump Station(s) <input type="checkbox"/> Injection Well(s) <input type="checkbox"/> Outfall & Headwall(s)	
D. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING CONDITIONS:			
1. a. All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit/Permit Amendment Application dated <u>June 30, 1998</u> , its supporting documentation, and addendums dated <u>October 20, 1998</u> . Such application, its supporting documentation and addendums are hereby made a part of this permit.			
b. Water Quality Management Permit No. _____ dated _____ and conditions, supporting documentation and addendums are (except for any modifications to the original permit herein permitted) also made a part of this permit amendment.			
2. Conditions numbered <u>1, 2, 3, 4, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21 and 22</u> of the <u>Part II Sewerage</u> standard conditions dated <u>September 2, 1983</u> and conditions numbered <u>All</u> of the Erosion Control standard conditions dated <u>August 1991</u> are attached and made part of this permit.			
3. Special conditions numbered <u>A, B</u> are attached and made part of this permit.			
E. THIS AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:			
1. If there is a conflict between the application or its supporting documents and amendments and the standard or special conditions, the standard or special conditions shall apply.			
2. Failure to comply with the rules and regulations of the Department or with the terms or conditions of this permit shall void the authority given to the permittee by the issuance of the permit.			
3. This permit is issued pursuant to the Clean Stream Law Act of June 22, 1937, P.L. 1987, as amended 35 P.S. §691.1 <u>et seq.</u> , and/or the Dam Safety and Encroachments Act of November 26, 1978, P.L. 1375, as amended, 32 P.S. §693.1 <u>et seq.</u> Issuance of this permit shall not relieve the permittee of any responsibility under any other law.			
4. Industrial Facilities - If the herein permitted facilities or modifications are not completed with two (2) years of the issue date below, this permit will become null and void and reapplication shall be required.			
PERMIT ISSUED:		DEPARTMENT OF ENVIRONMENTAL PROTECTION	
DATE <u>12/17/1998</u>		BY: <u>Samuel J. Altura</u>	
AMENDMENT ISSUED:		TITLE: <u>Environmental Program Manager</u>	
DATE _____			

SPECIAL CONDITIONS

Water Quality Management Permit No. 1798410

Steve Petuck

Bradford Township, Clearfield County

Page 2

This permit is issued subject to all rules and regulations now in force and the following special conditions:

- A. When construction of the herein approved facility is complete, the permittee shall request a facilities inspection to ensure facilities are constructed as permitted. The Permits Chief shall be notified at (717) 327-3666 when a facilities inspection is needed. The facilities herein approved may not be placed in operation until an inspection has been made and compliance with the permit determined. With prior approval, the requirement for a facilities inspection may be circumvented through certification from a registered professional engineer. The engineer must certify the facilities are constructed as permitted. This certification shall be sent to the Permits Chief prior to start up of the approved facility.
- B. Consistent with DEP Policy (362-2000-007), the Department did not conduct a detailed technical review of the application for this permit. The Department considers Brian L. Brooks, registration #PE-043016-E, the registered engineer whose seal is affixed to the design documents, to be fully responsible for the adequacy of all aspects of the facility design.



September 2, 1983

STANDARD CONDITIONS RELATING TO SEWERAGE - PART II PERMITS

ONE: During construction, no changes affecting any engineering design parameter shall be made from the plans, designs, and other data herein approved unless the permittee shall first receive written approval thereof from the Department. The sewerage facilities shall be constructed under expert engineering supervision and competent inspection.

TWO: The sewers shall have adequate foundation support as soil conditions require. Trenches shall be back-filled such that the sewers will have proper structural stability, with minimum settling and adequate protection against breakage. Concrete used in connection with these sewers shall be protected from injury by water, freezing, drying or other harmful conditions until cured.

THREE: Manhole inverts shall be so formed as to facilitate the flow of the sewage and to prevent the stranding of sewage solids, and the whole manhole structure shall have proper structural strength and be so constructed as to prevent undue infiltration, entrance of the street wash or grit, and to provide convenient and safe means of access and maintenance.

FOUR: No stormwater from pavements, area ways, roofs, foundation drains or other sources shall be admitted to the sanitary sewers herein approved.

FIVE: The permittee shall adopt and enforce an ordinance requiring the abandonment of privies, cesspools or similar receptacles for human waste and on-lot sewage disposal systems on the premises of occupied structures which are accessible to public sewers and require the connection of such structures to the public sewers.

SIX: The herein approved sewers shall be maintained in good condition, kept free from deposits by flushing or other proper means of cleaning, and repaired when necessary.

SEVEN: The permittee shall file with the Department of Environmental Resources "as-built" plans showing the correct plan of all sewers and sewerage structures as actually constructed together with any other information in connection therewith that may be required.

EIGHT: The outfall sewer or drain shall be extended to the low water mark of the receiving body of water. Where necessary to assure the proper mixing and waste assimilation an outfall sewer or drain may be extended with appurtenances below the low water mark and into the bed of navigable stream, provided that the permittee has secured an easement, right-of-way, license, or lease from the Department in accordance with Section 15 of the Dam Safety and Encroachment Act, the Act of November 26, 1978, P.L. 1375, as amended.

FIFTEEN: This permit authorizes the construction and operation of the proposed sewerage facilities until such time as facilities for conveyance and treatment at a more suitable location are installed and are capable of receiving and treating the permittee's sewage. Such facilities must be in accordance with either the applicable municipal official plan adopted pursuant to Section 5 of the Pennsylvania Sewerage Facilities Act, the Act of January 24, 1956, P.L. 1535, as amended, or a comprehensive Water Quality Management Plan as set forth in Section 91.31 of the Rules and Regulations of the Department. When such municipal sewerage facilities become available, the permittee shall provide for the conveyance of the sewage to these sewerage facilities, abandon the use of the herein-approved facilities and notify the Department accordingly. This permit shall then, upon notice from the Department, terminate and become null and void, and shall be relinquished to the Department.

SIXTEEN: The permittee shall construct the sewerage facilities in a manner compatible with good conservation methods in order to minimize the adverse effect on the environment.

SEVENTEEN: The local waterways patrolman of the Pennsylvania Fish Commission shall be notified when the construction of a stream crossing and outfall is started and completed. A permit must be secured from the Pennsylvania Fish Commission if the use of explosives is required. The permittee shall notify the local waterways patrolman when explosives are to be used.

EIGHTEEN: If future operations by the Commonwealth of Pennsylvania require modifications of the stream crossing and/or outfall, or there shall be unreasonable obstruction to the free passage of floods or navigation from the stream crossing and/or outfall, permittee shall remove or alter the structural work or obstruction without expense to the Commonwealth of Pennsylvania. If upon the revocation of the permit, the work shall not be completed, the permittee, at his own expense and in such time and manner as the Department may require, shall remove any or all portions of the incompleated work and restore the water-course to its former condition. No claims shall be made against the Commonwealth of Pennsylvania on account of any such removal or alteration.

NINETEEN: The sewage treatment plant shall be operated by an operator certified in accordance with the Sewage Treatment Plant and Waterworks Operators' Certification Act, the Act of November 18, 1968, P.L. 1217, as amended.

TWENTY: All industrial waste discharged or proposed for discharge into the sewer system shall be studied to determine the degree of pretreatment necessary in order that the industrial waste will not adversely affect the sewerage facilities or the sewage treatment process. The permittee shall properly control any industrial waste discharge into its sewerage system by regulating the rate of such discharge, requiring necessary pretreatment, and excluding industrial waste, if necessary, to protect the integrity of the permittee's sewerage system.

TWENTY-ONE: Receipt of this permit does not relieve the permittee of its obligations to comply with all federal, interstate, state, or local laws, ordinances, and regulations applicable to the sewerage facilities authorized herein.

TWENTY-TWO: This permit does not give any real or personal property rights or grant any exclusive privileges, nor shall it be construed to grant or confirm any right, title, easement, or interest in, on, to, or over any lands belonging to the Commonwealth.

**Department of Environmental Protection
Standard Conditions Relating to Erosion Control
For Use in Water Quality Management Permits**

August 1991

1. By approval of the plans for which this permit is issued, neither the Department nor the Commonwealth of Pennsylvania assumes any responsibility for the feasibility of the plans or the measures and facilities to be constructed thereunder.
2. If at any time the erosion and sedimentation activities undertaken pursuant to this permit or the discharge of the effluent therefrom is causing or contributing to pollution of the waters of the Commonwealth, the permittee shall forthwith adopt such remedial measures as are acceptable to the Department.
3. This permit does not authorize any earth disturbance controlled by an ordinance enacted by a local municipality. Additional permits must be secured from local municipalities where earthmoving activities are covered by local ordinances.
4. At least seven days before earthmoving will begin, the permittee, by telephone or certified mail, shall notify the Department or its designee of the date for beginning of construction and invite the County Conservation District Representative to attend a pre-construction conference with the contractor. The permittee shall have his erosion control plan available at the activity at all times.
5. All earthmoving activities shall be undertaken in the manner set forth in the erosion and sedimentation control plan identified with this permit. Revisions to the plan shall be pre-approved by the Department.
6. The erosion control measures and facilities shall be constructed under the supervision and competent inspection of an individual trained and experienced in erosion control, and in accordance with plans, designs and other data as herein approved or amended, and with the conditions of this permit. Control facilities shall be frequently inspected and maintained to insure effective control.
7. When the herein approved erosion control measures and facilities are completed, the permittee shall notify the County Conservation District so that an inspection of the measures and facilities may be made.
8. No storm water, sewage or industrial wastes not specifically approved herein, shall be admitted to the erosion and sedimentation measures and facilities for which this permit is issued, unless with the approval of the Department.
9. Sediment shall at no time be permitted to accumulate in sedimentation basins to a depth sufficient to limit storage capacity or interfere with the settling efficiency thereof. The sediment removed shall be handled and disposed of in a manner that will not create pollution problems and so that every reasonable and practical precaution is taken to prevent the said material from reaching the waters of the Commonwealth.
10. All slopes, channels, ditches or any disturbed area shall be stabilized as soon as possible after the final grade or final earthmoving has been completed. Where it is not possible to permanently stabilize a disturbed area immediately after the final earthmoving has been completed or where the activity ceases for more than 20 days, interim stabilization measures shall be implemented promptly.
11. Upon completion of the project, all areas which were disturbed by the project shall be stabilized so that accelerated erosion will be prevented. Any erosion and sedimentation control facility required or necessary to protect areas from erosion during the stabilization period shall be maintained until stabilization is completed. Upon completion of stabilization, all unnecessary or unusable control measures and facilities shall be removed, the areas shall be graded and the soils shall be stabilized.
12. The responsibility of carrying out the permit conditions shall rest with the owner, lessee, assignee or other responsible manager of earthmoving that affects the approved erosion controls. Such responsibility passes with each control succession.

ATTACHMENT J

RECEIVED
2003 DEC 29 PM 3:28
SECRETARY'S BUREAU
PUC

RECEIVED

2003 DEC 29 PM 3: 28

PAFUC
SECRETARY'S BUREAU

STOCK AND ASSET PURCHASE AGREEMENT

Between

BRADFORD HEIGHTS WOODLAND PROPERTIES MANAGEMENT, LLC

And

PENNSYLVANIA WASTEWATER COMPANY, INC.

December 19TH, 2003

STOCK AND ASSET PURCHASE AGREEMENT

THIS STOCK AND ASSET PURCHASE AGREEMENT dated December ____, 2003 by and among Pennsylvania Wastewater Company, Inc., a Pennsylvania corporation, with a business address located at 123 North Allegheny Street, Bellefonte, Pennsylvania 16823 ("Seller"), and Bradford Heights Woodland Properties Management, LLC, a Pennsylvania corporation, with a business address located at 19 Birch Street, Great Neck, New York 11023 ("Buyer").

RECITALS

A. Buyer is in the process of acquiring the wastewater system that serves the Bradford Heights Mobile Home Park, a community of 134 single-family mobile home sites situated at Township Road 150, Bradford Township, Clearfield County, Pennsylvania.

B. Seller is a public utility that furnishes wastewater service to the public in portions of Pennsylvania.

C. Buyer agrees to purchase the Seller's stock and system assets, all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the recitals and the covenants, representations, warranties, and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows.

1. SALE AND PURCHASE OF STOCK

Subject to the terms and conditions hereinafter set forth, Buyer shall purchase from Seller for the consideration of \$1 the 1,000 shares of common stock held by Seller's principal shareholder, Stephen J. Petuck, issued in the name of Seller's entity, Pennsylvania Wastewater Company, Inc. ("PWC"). PWC is a "Subchapter S" corporation registered with the Pennsylvania Department of State on April 28, 2000.

2. SALE AND PURCHASE OF THE WASTEWATER SYSTEM ASSETS

Subject to the terms and conditions hereinafter set forth, Buyer shall purchase from Seller, and Seller shall sell, assign, transfer, grant, convey and deliver to Buyer at the Closing (hereinafter defined) the wastewater assets of PWC.

The PWC System Assets are herein defined to be all of the assets, properties and rights of Seller (whether tangible, real, personal or mixed), which are held and used in connection with the wastewater treatment and collection system which is situated at the Bradford Heights Mobile Home Park in Bradford Township, Clearfield County, Pennsylvania.

The PWC System Assets are being transferred under this Agreement to the extent such assets have not been effectively transferred by virtue of the Deed of Mortgage Foreclosure dated July 30, 2003 issued on behalf of the U.S. Department of Housing and Urban Development as mortgagee under provisions of the Multifamily Mortgage Foreclosure Act of 1981, 12 U.S.C. § 3701, et seq.

2.1 PWC System Assets Further Defined

The PWC System Assets shall, without limitation to the definition stated above, include the specific assets, properties and rights to the extent commercially reasonable and physically present and to the best of Seller's knowledge as set forth in Schedule A.

2.2 Consideration

The purchase price for the stock and PWC System Assets will be in the amount of \$1 to be paid by Buyer at Closing.

2.3 Non-Assumption of Liabilities

All liabilities and obligations of the Seller which arose prior to the Closing date, shall remain the sole responsibility of the Seller. Buyer shall not assume and shall not be liable for any liabilities or obligations of Seller of any nature whatsoever, whether express or implied, fixed or contingent, and/or known or unknown at the time of Closing. Liability under this section is limited to Seller (PWC). From date of formation to date of closing, liability resides with the Seller (PWC). After date of closing, liability resides with the Buyer.

3. CLOSING

Closing hereunder (the "Closing") shall take place at the Offices of Harban Lal Gera, 70 Gordon Drive, Syosset, New York 11791.

3.1 Items to be Delivered at Closing

At Closing and subject to the terms and conditions herein contained:

- (a) Seller shall deliver to Buyer all title, assets, properties and rights to the PWC System to the extent these assets, properties and rights are not covered by the Deed of Mortgage Foreclosure attached as Schedule B.
- (b) All other instruments and documents of conveyance and transfer, all in a form reasonably satisfactory to Buyer and its counsel, as shall be necessary and effective to transfer and assign to, and vest in, Buyer title to the PWC System Assets;
- (c) All documents relating to incorporation of PWC including Certificate of Incorporation.

and simultaneously with such delivery, all such steps shall be taken as may be required to put Buyer in actual possession and operating control of the PWC System Assets.

3.2 Transfer of Utilities

The parties will cooperate to transfer utility service including, but not limited to, telephone and electric service, as of the Closing Date.

3.3 Taxes and Corporate Clearance Certificate

Prior to Closing, Seller shall notify the Pennsylvania Department of Revenue and the Pennsylvania Department of Labor and Industry (if necessary) of the sale of the PWC System Assets and, at Closing, provide Buyer with clearance certificates if issued from said Departments. If Seller is unable to deliver the foregoing clearance certificates to Buyer at Closing, then Seller and Buyer agree, at Closing, to deliver to Buyer an estimate prepared by Seller of all taxes, contributions, interest and penalties owed by Seller to the Commonwealth of Pennsylvania and its constituent agencies for business conducted and transactions concluded up to and through Closing and evidence of Seller's commitment to pay said amounts at time of Closing.

4. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

The Closing of the transaction shall be contingent upon the following:

- a. Seller shall comply with its obligations hereunder certifying that the representations herein are true and accurate as of Closing;
- b. Buyer shall be satisfied with its review of the utility assets and the quality of title to those assets to be conveyed to Buyer from Seller.

5. REPRESENTATIONS OF SELLER

In making this instrument, Seller makes the following representations and warranties to the best of its knowledge that shall survive the date hereof and the Closing:

- a. Seller to the best of its knowledge and due diligence does not have any liabilities or obligations outstanding to any state or local government unit as it relates to the PWC System Assets except for a fine of \$1,000 payable to the Public Utility Commission which will be paid by Seller before Closing.
- b. To the best of its knowledge and due diligence, there are no pending or threatened claims regarding the PWC System Assets or Seller's ability to transfer the PWC System Assets.

- c. Seller to the best of its knowledge and due diligence does not know or have reason to know of any events or conditions related to the PWC System Assets that would give rise to any liability under any of the environmental laws.
- d. Seller to the best of its knowledge and due diligence does not know or have reason to know of any material violation of, or material lack of compliance with, any law, ordinance or government rule or regulation to which the PWC System Assets are subject.
- e. Seller to the best of its knowledge and due diligence is not a party to any contract for the purchase of, or payment for supplies, equipment or for services related to the PWC System Assets except such contracts that shall not survive closing.
- f. Seller to the best of its knowledge and due diligence does not know or have reason to know of any existing or threatened condition or developments which would have a material adverse effect on the PWC System Assets.
- g. There are, to the best of Seller's knowledge and due diligence, no taxes, liens, encumbrances or security interests against the PWC System Assets that are not already addressed by the Deed of Mortgage Foreclosure.

6. LIABILITIES OF PARTIES

Seller hereby acknowledges that, following the effective time of Closing, Buyer shall be responsible for the provision of wastewater service to the existing customers of the facility. Other than the future provision of wastewater service, Buyer does not and shall not assume or incur any liability or obligation of Seller of any nature whatsoever, express or implied, fixed or contingent, known or unknown which arose prior to Buyer's acquisition of PWC's stock and system assets.

7. COVENANTS AND ACKNOWLEDGMENTS

- a. Buyer and Seller shall be responsible for their respective legal fees and other expenses incurred in connection with this transaction.
- b. After Closing, Buyer will, subject to the approval of the Pennsylvania Public Utility Commission (PUC) and the terms of this agreement, apply its current tariff rules and regulations to the service area following Closing.
- c. The provisions of this Agreement shall survive the Closing where applicable.
- d. Buyer and Seller shall cooperate to ensure the timely transfer of the Certificate of Public Convenience, DEP-required permits and any other state and local agency approvals as soon as reasonably possible.

8. GENERAL PROVISIONS

8.1 Notices

Any notice, waiver or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or sent by overnight delivery service or registered or certified mail, postage prepaid, return receipt requested, as follows:

If to Buyer:

Ashok Datta
19 Birch Street
Great Neck, NY 11023

If to Seller:

Stephen Petuck
123 N. Allegheny Street
Bellefonte, PA 16823

or to such other address as the addressee may have specified in a written notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered, or mailed.

8.2 Governing Law

This instrument shall be governed by and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

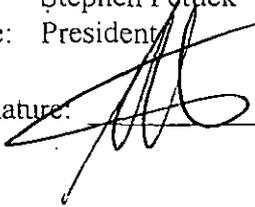
IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have duly executed this Agreement on the date first above written.

**PENNSYLVANIA WASTEWATER
COMPANY, INC.**

By: Stephen J. Petuck

Stephen Petuck

Title: President

Signature: 

Witness: Reminder Joseph

**BRADFORD HEIGHTS WOODLAND
PROPERTIES MANAGEMENT, LLC**

By: Ashok K. Datta

Ashok Datta

Title:

By: Harbans Lal Gera

Harbans Lal Gera

Title:

Schedule AList of the Wastewater System AssetsI. TREATMENT FACILITIES

One packaged Wastewater Treatment Plant with a capacity of 27,000 gpd including a comminuter, integral equalization basin, extended aeration system, disinfection system and aerobic digester. Also included are a control building, enclosed blowers and chain link fence.

II. COLLECTION FACILITIES

Associated sanitary sewer lines consisting of 8-inch PVC pipes and a gravity sewer which connects to existing facilities at the Bradford Heights development.

III. REAL ESTATE

Various easements and/or rights of way as required for the packaged wastewater treatment plant and the collection system

IV. MISCELLANEOUS *QJM*

- A. Billing records and customer information.
- B. Maps of the system.
- C. Permits.
- D. Any associated office equipment and furniture.
- E. Any supplies or spare parts necessary for the operation of the wastewater treatment plant and collection system.

* Under Miscellaneous Section: Chlorine Meter and PH Meter located at the treatment plant are not part of assets to the plant. These meters are owned by a third party, but may be purchased by the new owners.

* To the best of our knowledge and/or if commercially reasonable or available

Schedule B

Deed of Mortgage Foreclosure

DEED

MULTIFAMILY MORTGAGE FORECLOSURE

FHA PROJECT NAME: Bradford Heights Mobile Home Park
FHA PROJECT NO.: 033-00071
FHA PROJECT LOCATION: Township Road 150
Bradford Township, PA

This indenture made this 30th day of July 2003.

WHEREAS, on March 1, 2000, a certain Mortgage was executed by Bradford Heights, Inc., as mortgagor in favor of WMF/Huntoon, Paige Associates Limited, as mortgagee and was recorded on March 16, 2000 as Document Number 200003548, in the recorder's office of Clearfield County, Bradford Township, Pennsylvania; and

WHEREAS, on June 7, 2002, said mortgage instrument was assigned to the Secretary of Housing and Urban Development and recorded on July 1, 2002 as Document Number 200210458, in the recorder's office of Clearfield County, Bradford Township, Pennsylvania; and

WHEREAS, by virtue of a default in the covenants and conditions of the Mortgage, the Secretary designated R. Darryl Ponton & Associates as Foreclosure Commissioner to conduct a nonjudicial foreclosure of the Mortgage under the provisions of the Multifamily Mortgage Foreclosure Act of 1981 (the Act) 12 U.S.C. § 3701 et seq.; and

WHEREAS, a Notice of Default and Foreclosure Sale was sent by certified or registered mail on May 21, 2003 to Bradford Heights, Inc., the owner of the property secured by the mortgage as shown by the public record on April 8, 2003; and

WHEREAS, the Notice of Default and Foreclosure Sale was published in the Progress on June 4, 2003, June 11, 2003, and June 18, 2003; and

WHEREAS, pursuant to the Notice of Default and Foreclosure Sale and to the Act, a foreclosure sale was held on June 26, 2003 at which Harbans Lal Gera and Ashok Datta submitted the highest bid in the amount of \$230,000.00; and

WHEREAS, the following costs were incurred in conducting the foreclosure sale:

- a. \$149.95 for advertising and postage expenses incurred in mailing and publishing the Notice of Default and Foreclosure Sale.
- b. \$153.28 for mileage expenses incurred in posting the Notice of Default and Foreclosure Sale and for the Commissioner's attendance at the Foreclosure Sale.

KAREN L. STARCK
 CLERK AND RECORDER
 CLEARFIELD COUNTY
 Pennsylvania
 INSTRUMENT NUMBER
 200313680
 RECORDED ON
 07 01 2003
 10:53:15 AM
 Total Pages: 9
 RECORDING FEES - \$23.00
 CORDER
 UTILITY IMPROVEMENT \$2.00
 ORDER IMPROVEMENT \$3.00
 S/ACCESS TO \$10.00
 TTICE
 DATE TRANSFER \$2,300.00
 SITE WRIT TAX \$0.50
 DEORO \$1,150.00
 INSHIP
 CLEARFIELD AREA \$1,150.00
 000LS
 AL \$4,632.50
 CUSTOMER
 D AMERICA LAWYER TITLE

- c. \$28.50 for the Commissioner's necessary out-of-pocket expenses incurred for recording documents.
- d. \$3,000.00 as commission to the Foreclosure Commissioner.

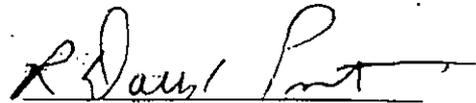
NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the undersigned hereby grants, bargains, sells and conveys to Harbans Lal Gera and Ashok Datta, their heirs, successors and assigns, the following described property located in Bradford Township, Clearfield County, Pennsylvania:

[SEE EXHIBIT A, ATTACHED]

The grantor hereby conveys to the grantees all rights, title and interest in the above property held by the grantor herein, the Secretary, the Mortgagor Bradford Heights, Inc., or any other party claiming by, through, or under them on the date the Mortgage referred to above was recorded and any interest acquired by any of them until the date of the foreclosure sale.

The covenants contained in the attached Use Agreement (if required) are incorporated into this Deed and shall be enforceable by the parties thereto as covenants running with the land.

WITNESS:

R. Darryl Ponton
 R. Darryl Ponton & Associates
 Foreclosure Commissioner
 4415 Fifth Avenue
 Pittsburgh, PA 15213

NOTICE THE UNDERSIGNED; AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 § 1.

WITNESS:

.....

COMMONWEALTH OF PENNSYLVANIA)
) SS:
 COUNTY OF ALLEGHENY)

On this, the 30th day of July, 2003 before me, a Notary Public, the undersigned Officer, personally appeared R. Darryl Ponton, of R. Darryl Ponton & Associates, Foreclosure Commissioner, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

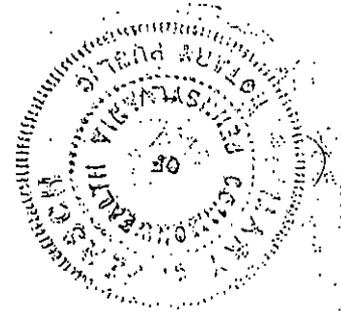
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Mary E. Fersch

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
 Notarial Seal
 Mary E. Fersch, Notary Public
 City Of Pittsburgh, Allegheny County
 My Commission Expires May 24, 2007
 Member, Pennsylvania Association Of Notaries



Certificate of Residence

I the undersigned, do hereby certify that the precise place of business of the within-named Grantees is

19 Birch Street, Greatneck, NY 11023

M. Fersch

EXHIBIT A

ALL THAT CERTAIN LOT OR PIECE OF GROUND SITUATE in Bradford Township, Clearfield County, Commonwealth of Pennsylvania bounded and described as follows:

BEGINNING at a railroad rail found marking the Southeasterly corner of land now or formerly owned by K.C. Investments, Inc. (as more fully described in Clearfield County Deed Book Volume 1199, page 348) on line of lands now or formerly of Eugene Peters, at ux (as more fully described in Clearfield County Deed Book Volume 521, page 188); thence along said lands now or formerly owned by K.C. Investments, Inc. North $08^{\circ} 03' 49''$ East (crossing over a 1" rebar with cap at 1,137.34 feet), a total distance of 2,618.00 feet to a 1" rebar; thence along same North $79^{\circ} 09' 46''$ West, 555.55 feet to a 1" rebar; thence along Lot 21, North $43^{\circ} 27' 57''$ East, 528.96 feet to a 1" rebar; thence along a curve to the left having a delta angle of $29^{\circ} 05' 38''$, a radius of 1,150.00 feet an arc length of 583.95 feet, a chord bearing of North $51^{\circ} 35' 16''$ West, and a chord distance of 577.70 feet to a 1" rebar set in the centerline of a 175 foot wide easement for New York State Electric and Gas Corporation; thence along the centerline of said easement, North $43^{\circ} 27' 57''$ East, 132.91 feet to a 1" rebar situate on the Southerly right-of-way line of Interstate 80; thence along the right-of-way Interstate 80, South $80^{\circ} 14' 36''$ East, 1,053.66 feet to a 1" rebar; thence along same South $09^{\circ} 45' 24''$ West, 140.00 feet to a 1" rebar; thence along same South $80^{\circ} 14' 36''$ East, 551.80 feet to a 1" rebar marking the Northwesterly corner of lands now or formerly owned by Robert Duval & Bruce Hathaway Real Estate Partnership (as more fully described in Clearfield County Deed Book 1946, page 195); thence along said lands now or formerly owned by Robert Duval & Bruce Hathaway Real Estate Partnership, South $14^{\circ} 49' 35''$ West, 588.00 feet to a 1" rebar on the Northerly line of lands now or formerly owned by Crown Atlantic County Company LLC (as described in Clearfield County Record Book Volume 1999, page 7960); thence along said lands now or formerly owned by Crown Atlantic County Company LLC, North $81^{\circ} 38' 28''$ West, 31.60 feet to a 1" rebar; thence along same South $15^{\circ} 00' 09''$ West, 392.47 feet to a 1" rebar; thence along same South $50^{\circ} 48' 51''$ East, 623.84 feet to a rebar with a cap found situate on the Westerly right-of-way line of Township Road T-150 (an 80 foot wide right-of-way); thence along the Westerly right-of-way line of T-150 South $38^{\circ} 40' 53''$ West, 30.66 feet to a 1" rebar; thence continuing along the right-of-way line of T-150, along a curve to the left having a radius of 11,499.19 feet a delta angle of $04^{\circ} 50' 29''$ an arc length of 971.66 feet, a chord bearing of South $37^{\circ} 31' 22''$ West, and a chord distance of 971.38 feet to a rebar with a cap found; thence along lands now or formerly owned by John M. Jordan, et ux (as more fully described in Clearfield County Deed Book 1409, page 90) North $73^{\circ} 41' 50''$ West, 754.50 feet to a 1" rebar; thence along same South $08^{\circ} 03' 49''$ West, 1,054.80 feet to a rebar with a cap found; thence along same South $64^{\circ} 30' 00''$ East, 283.66 feet to a 1" rebar situate right-of-way line of T-150; thence along the Westerly right-of-way line of T-150, South $31^{\circ} 28' 00''$ West, 3.28 feet to a railroad rail; thence along lands now or formerly owned by Eugene Peters, et ux, North $81^{\circ} 03' 46''$ West, 302.37 feet to a railroad rail found, being the place of BEGINNING.

BEING designated as Tax Parcel No. 106-M08-000-56 in the Tax Assessment Office of Clearfield County.

BEING the same premises conveyed to Bradford Heights, Inc., a Pennsylvania corporation, by deed from John B. Lansberry, et ux, dated November 29, 1999 and recorded at Instrument No. 200003547.

COMMONWEALTH OF PENNSYLVANIA)
)
) SS:
COUNTY OF ALLEGHENY)

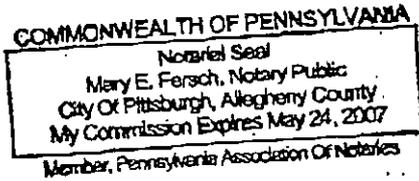
On this, the 30th day of July, 2003 before me, a Notary Public, the undersigned Officer, personally appeared R. Darryl Ponton, of R. Darryl Ponton & Associates, Foreclosure Commissioner, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Mary E. Fersch

Notary Public

My Commission Expires:



Certificate of Residence

I, the undersigned, do hereby certify that the precise place of business of the within-named Grantees is

19 Birch Street, Greatneck, NY 11023.

M. Fersch

**ATTACHMENT C
FORECLOSURE SALE USE AGREEMENT**

This Agreement is entered into by Harbans Lal Gera and Ashok K. Datta ("Purchaser") and the Secretary of Housing and Urban Development ("Secretary" or "HUD").

WHEREAS, pursuant to the provisions of the Multifamily Mortgage Foreclosure Act, 12 U.S.C. Sections 3701 et seq. (the "Act"), and the Department of Housing and Urban Development's regulations thereunder at 24 C.F.R. Part 27, the Secretary has elected to exercise the nonjudicial power of sale provided under the Act, or pursuant to a judicial foreclosure the Secretary has elected to apply Section 367(b) of the Act, with respect to Bradford Heights Mobile Home Park, HUD Project No. 033-00071, (the "Project" or the "Property") a legal description of which is attached as Exhibit "A"; and

WHEREAS, pursuant to the Act and to provisions of 12 U.S.C. Section 1701z-11 et seq Management and Preservation of HUD-Owned Multifamily Housing Projects, and the Department of Housing and Urban Development regulations thereunder at 24 CFR Part 290, the Secretary has authority to impose certain use restrictions, as set forth in this Agreement, on the property subject to a mortgage held by the Secretary that is sold at foreclosure to a purchaser other than HUD; and

WHEREAS, by Deed executed this 30th day of July, 2003, by R. Darryl Ponton & Associates, the Project has been conveyed to the Purchaser; and

NOW THEREFORE, in consideration of the mutual promises set forth herein and in further consideration of the sale of the Project to the Purchaser, the parties agree as follows:

1. **TERM OF AGREEMENT** - This Agreement shall be in effect,
 - twenty years from the date of this Agreement or
 - at least six (6) months from the date of this Agreement.

2. **CONVEYANCE OF PROJECT**

This paragraph is is not applicable for this property

During the term of this Agreement, any conveyance of the project must have prior written approval of HUD. HUD's approval of conveyance and/or the proposed purchaser's management of the property will be based on information provided in written statements of how the purchaser, or any subsequent purchaser, in consideration of any and all existing use restrictions, will:

 - (a) implement sound financial and physical management program;
 - (b) respond to the needs of the tenants and work cooperatively with resident organizations;
 - (c) provide adequate organizational staff and resources to manage the project.

3. **SUBJECT TO EXAMINATION** - The Project shall at all times,
 - (a) be maintained in decent, safe and sanitary condition to the greatest extent possible,
 - (b) maintain full occupancy to the greatest extent possible,
 - (c) be maintained as rental housing for the term of this Agreement.

At the request of the Secretary, Purchaser must supply evidence by means of occupancy reports, physical condition reports, reports on operations, or any evidence as requested to ensure that the above requirements are being met.

4. **UNIT NUMBER OR USE CHANGE** - Changes to the use, number, size, or configuration of residential units in the Project; e.g., apartment units, beds in a care facility, from the use as of the date of this Agreement, must receive the written prior approval of HUD.

5. **NON-DISCRIMINATION REQUIREMENTS** - The Purchaser will comply with the provisions of all Federal, State, or local laws prohibiting discrimination in housing.

6. **HAZARD INSURANCE** - Hazard insurance shall be maintained in an amount to ensure that the Purchaser is able to meet the rental housing requirements described in this Agreement.

7. **DESTRUCTION OF PROJECT** - In the event that any or all of the Project is destroyed or damaged by fire or other casualty, the money derived from any insurance on the Project shall be applied to rebuild or replace the property destroyed or damaged, unless the Secretary gives written approval to use insurance proceeds for other purposes.
8. **DEMOLITION OF PROJECT PROPERTY** - The Purchaser will not demolish any part of the Project or withdraw any part of the Project from use (except as temporarily necessary for routine repairs), without the prior written approval of HUD.
9. **REMEDIES FOR NONCOMPLIANCE** - Upon any violation of any provision of this Agreement by the Purchaser, HUD may give written notice thereof to the Purchaser by registered or certified mail, addressed to the address stated in this Agreement, or such other address as subsequently, upon appropriate written notice thereof to the Secretary, may be designated by the Purchaser as its legal business address. If such violation is not corrected to the satisfaction of the Secretary within thirty (30) days after the date such notice is mailed or within such further time as HUD reasonably determines is necessary to correct the violation, without further notice, HUD may declare a default under this Agreement and may apply to any court, State or Federal, for specific performance of this Agreement, for an injunction against any violation of this agreement, for the appointment of a receiver to take over and operate the Project in accordance with the terms of this Agreement, and/or such other relief as may be appropriate, since the injury to the Secretary arising from a default of the terms of the Agreement would be irreparable and the amount of damage would be difficult to ascertain.

The availability of any remedy under the Agreement shall not preclude the exercise of any other remedy under any provision of the law, nor shall any action taken in the exercise of any remedy be considered a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.
10. **SUCCESSORS AND ASSIGNS** - This Agreement is binding upon the Purchaser's heirs, successors and assigns. The Purchaser agrees that if title to the Project is conveyed during the term of this Agreement, the Purchaser will require its purchaser to assume in writing its obligations under this Agreement.
11. **RESTRICTIONS** - No Member of Congress or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of the benefits of the Use Agreement, but this provision shall not be construed to extend to this Use Agreement if the Use Agreement is made with a corporation for its general benefit.
12. **CONTRADICTORY AGREEMENTS** - The Purchaser certifies that it has not, and agrees that it will not, execute any other agreement with provisions contradictory of, or in opposition to, the provisions of this agreement, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth herein and supersede any other requirements in conflict with this Agreement.
12. **SEPARABILITY** - The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions hereof.
13. **AMENDMENT** - This Agreement may be amended by the mutual written consent of the parties, except those provisions required by statute.

IN WITNESS WHEREOF:

The Purchaser has executed this Use Agreement in triplicate this 28th day of JULY, 2003.

WITNESS:

[Signature]
[Signature]

PURCHASER:

Ashok K. Datta
By: Signature HARBANS LAL GERA

ASHOK K. DATTA HARBANS LAL GERA
Typed Name of Purchaser

19 BIRCH STREET
Street Address

GREAT NECK, NY 11023
City, State, Zip Code

The U.S. Department of Housing and Urban Development (HUD) has executed this Use Agreement in triplicate this 24th day of July, 2003.

WITNESS:

[Signature] July 24/03
Jane Y. Butler

FOR: THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT

BY: [Signature]

William H. Melvin
Official's Typed Name

Director, Atlanta M/F ED Center
Title

Exhibit A to Attachment C

Legal Description

ALL that certain message, tenement and tract of land situate, lying and being in the Township of Bradford, Clearfield County, Pennsylvania, more fully bounded and described as follows, to-wit:

BEGINNING at a railroad rail found marking the southeasterly corner lands now or formerly owned by K.C. Investments, Inc. (as more fully described in Clearfield County Deed Book 1199, Page 348) on line of lands now or formerly of Eugene Peters, et ux (as more fully described in Clearfield County Deed Book 521, Page 188); thence along said lands now or formerly owned by K.C. Investments, Inc., North 08° 03' 49" East (crossing over a 1" rebar with cap at 1,137.34 feet), a total distance of 2,618.00 feet to a 1" rebar; thence along same, North 79° 09' 46" West, 555.55 feet to a 1" rebar; thence along Lot 21, North 43° 27' 57" East, 528.96 feet to a 1" rebar; thence along a curve to the left having a delta angle of 29° 05' 38", a radius of 1,150.00 feet, an arc length of 583.95 feet, a chord bearing of North 61° 35' 16" West, and a chord distance of 577.70 feet to a 1" rebar set in the centerline of a 175 foot wide easement for New York State Electric and Gas Corporation; thence along the centerline of said easement, North 43° 27' 57" East, 132.91 feet to a 1" rebar situate on the southerly right-of-way line of Interstate 80; thence along the right-of-way of Interstate 80, South 80° 14' 36" East, 1,053.66 feet to a 1" rebar; thence along same, South 09° 45' 24" West, 140.00 feet to a 1" rebar; thence along same, South 80° 14' 36" East, 551.80 feet to a 1" rebar marking the northwesterly corner of lands now or formerly owned by Robert Duval and Bruce Hathaway Real Estate Partnership (as more fully described in Clearfield County Deed Book 1946, Page 195); thence along said lands now or formerly owned by Robert Duval and Bruce Hathaway Real Estate Partnership, South 14° 49' 35" West, 588.00 feet to a 1" rebar on the northerly line of lands now or formerly owned by Crown Atlantic Company, LLC (as described in Clearfield County Deed Book 1999, page 7960); thence along said lands now or formerly owned by Crown Atlantic Company, LLC, North 81° 38' 28" West, 31.60 feet to a 1" rebar; thence along same, South 15° 00' 09" West 392.47 feet to a 1" rebar; thence along same, South 50° 48' 51" East, 623.84 feet to a rebar with cap found situate on the westerly right-of-way line of Township Road T-150 (an 80 foot wide right-of-way); thence along the westerly right-of-way line of T-150, South 38° 40' 53" West, 30.66 feet to a 1" rebar; thence continuing along the right-of-way line of T-150, along a curve to the left having a radius of 11,499.19 feet, a delta angle of 04° 50' 29" an arc length of 971.66 feet, a chord bearing of South 37° 31' 22" West, and a chord distance of 971.38 feet to a rebar with cap found; thence along lands now or formerly owned by John M. Jordan, et ux (as more fully described in Clearfield County Deed Book 1409, page 90), North 73° 41' 50" West, 754.50 feet to a 1" rebar; thence along the same, South 08° 03' 49" West, 1,054.80 feet to a rebar with cap found; thence along same, South 64° 30' 00" East, 283.66 feet to a 1" rebar situate on the westerly right-of-way line of T-150; thence along the westerly right-of-way line of T-150, South 31° 28' 00" West, 3.28 feet to a railroad rail; thence along lands now or formerly owned by Eugene Peters, et ux, North 81° 03' 46" West, 302.37 feet to a railroad rail found, being the place of beginning.

CONTAINING 55.48 acres and being a portion of a larger tract of land which became vested in the Grantors herein by deed recorded in Clearfield County Deed Book 1400, Page 212.

UNDER AND SUBJECT to a right-of-way in favor of Pennsylvania Electric Company as more fully described in Clearfield County Miscellaneous Book 132, Page 390, that portion of the 175 foot easement in favor of New York State Electric & Gas Corporation which is located upon the hereinabove described property as more fully described in Clearfield County Miscellaneous Book 145, Page 138, a right-of-way for Bell of Pennsylvania as more fully described in Clearfield County miscellaneous Book 133, Page 674 and the right-of-way of Bradford Drive, a 50-foot wide right-of-way as located upon the hereinabove described property.

RIDER 1 OF 1

MOBILE HOME PARKS

The Use Agreement shall include the following provisions:

The Purchaser covenants that it will continue to operate the mobile home park as a mobile home park for at least six (6) months from the date of this Agreement.

If the property will not be maintained as a mobile home park, it will be the responsibility of the Purchaser to provide relocation assistance in the form of:

- (a) Advisory services, including housing counseling, referrals to suitable decent, safe, and sanitary replacement housing, and fair housing related advisory services.
- (b) Payment for actual reasonable moving expenses, as determined by HUD.
- (c) Such other Federal, State and local assistance as may be available.

By initialing hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Use Agreement.

PURCHASER _____

SECRETARY OF HOUSING AND URBAN DEVELOPMENT *hm*

Ashok K. Datta
Harbans Lal Grewal