

**MACDONALD  
ILLIG** ATTORNEYS

100 STATE STREET • SUITE 700  
ERIE, PA 16507-1459  
OFFICE: 814-870-7600  
FAX: 814-454-4647  
MACDONALDILLIG.COM

MARK J. SHAW, ESQ.  
ADMITTED IN PA AND OH  
DIRECT DIAL 814-870-7607  
E-MAIL: MSHAW@MIJB.COM

July 19, 2024

**VIA ELECTRONIC AND U.S. MAIL**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
400 North Street  
Harrisburg, PA 17120

Re: Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania  
Docket Nos. A-2024-3049587 and A-2024-3049591

Dear Secretary Chiavetta:

Attached please find Responses to TUS Data Request Set 1, Nos. A-1 to A-8, A-10 to A-15, A-17 to A-19, A-22, A-24 to A-26, A-28 to A-31, A-33 to A-41, Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania.

Please note that a Verification for Responses A-2 to A-8 and A-36 to A-37 will be filed under separate cover.

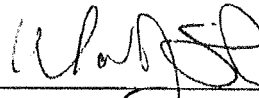
Copies of the responses and attachments were served on the parties of record per the attached Certificate of Service.

July 19, 2024  
Page -2-

Very truly yours,

MacDONALD, ILLIG, JONES & BRITTON LLP

By



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Mark J. Shaw

MJS/lmf/1878808.1

Attachment

cc: Adeolu A. Bakare, Esq., Counsel for Deer Haven, L.L.C. (*Via electronic mail*)

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true copy of the foregoing document upon the parties, listed below, by the manner indicated below on Thursday, July 18, 2024, and in accordance with the requirements of 52 Pa. Code §1.54 (relating to service by a party):

**SERVICE AS FOLLOWS:**

*Via Electronic Mail*

Patrick Cicero  
Christine Hoover  
Melanie Joy El Atieh  
Office of Consumer Advocate  
555 Walnut Street, 5th Floor  
Harrisburg, PA 17101-1923  
[PCicero@paoca.org](mailto:PCicero@paoca.org)  
[choover@paoca.org](mailto:choover@paoca.org)  
[melatieh@paoca.org](mailto:melatieh@paoca.org)

*Via Electronic Mail*

Allison C. Kaster, Director  
Pennsylvania Public Utility Commission  
Bureau of Investigation and Enforcement  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120  
[akaster@pa.gov](mailto:akaster@pa.gov)

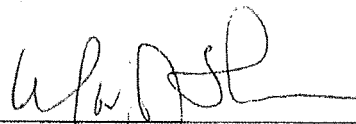
*Via Electronic Mail*

NazAarah Sabree  
Assistant Small Business Advocate  
Office of Small Business  
555 Walnut Street, 1st Floor  
Harrisburg, PA 17101  
[ra-sba@pa.gov](mailto:ra-sba@pa.gov)

*Via Electronic Mail*

Clinton McKinley  
Water/Wastewater Section of Bureau of  
Technical Utility Services  
[cmckinley@pa.gov](mailto:cmckinley@pa.gov)

Respectfully submitted,



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Mark J. Shaw, Esq.  
MacDONALD, ILLIG, JONES & BRITTON LLP  
100 State Street, Suite 700  
Erie, Pennsylvania 16507-1459  
(814) 870-7607  
Attorneys for: PL Utilities, LLC

## TUS Data Request Set 1

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

Note: Please restate the data request prior to providing a response. In addition, provide the name and title of the person(s) providing the response and/or information for each data request.

- A-1. The Application's certificate of service did not indicate that copies of the Application were served on the Pennsylvania Office of Small Business Advocate and the Commission's Bureau of Investigation and Enforcement at their current mailing and/or email addresses. Please verify that a complete copy of the Application was served on each of the following entities at their current mailing and/or email address:
- a. Office of Small Business Advocate, by mail to Forum Place, 555 Walnut Street, 1st Floor, Harrisburg, Pennsylvania 17101, and/or by email to [ra-sba@pa.gov](mailto:ra-sba@pa.gov). Note that the Application's certificate of service identified an outdated mailing address.
  - b. Bureau of Investigation and Enforcement, by mail to Pennsylvania Public Utility Commission, Bureau of Investigation and Enforcement, 400 North Street, Harrisburg, Pennsylvania 17120, and/or by email to [akaster@pa.gov](mailto:akaster@pa.gov). Note that the Application's certificate of service identified an outdated mailing address.

**RESPONSE: The Certificate of Service has been corrected and copies have of the filing as amended by these responses are being sent to the correct address.**

Response Provided by: Mark J. Shaw, Esq.

Date: 7/18/24

**TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-2. The Joint Application include7d a verification page signed by Salah Mekkawy. Please provide evidence that this individual is an officer of Deer Haven with the authority to act on Deer Haven's behalf in this transaction.

**RESPONSE: See Article V, Paragraph 1 and Schedule C of the Operating Agreement attached hereto as Attachment A-2, which confirm that Salah Mekkawy and Sam Shahar as the members of Deer Haven's Management Committee and co-owners of the LLC.**

Response Provided by: Salah Mekkawy, Member, Deer Haven L.L.C.  
Date: 7/18/24

**TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-3. Please confirm that Deer Haven has filed annual financial reports with the Commission for the years 2021, 2022, and 2023 pursuant to 52 Pa. C.S. § 65.19.

**RESPONSE: Deer Haven has not filed annual financial reports with the Commission and respectfully requests that the Commission grant a waiver with respect to the filing of such reports as necessary to approve the Joint Application. Deer Haven has completed Annual Assessment Reports for 2021, 2022, and 2023.**

Response Provided by: Salah Mekkawy, Member, Deer Haven L.L.C.  
Date: 7/18/24

**TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-4. Please provide evidence Deer Haven has filed the required annual financial reports with the Commission for the years 2021, 2022, and 2023.

**RESPONSE: See the response to A.3 above.**

Response Provided by: Salah Mekkawy, Member, Deer Haven L.L.C.

Date: 7/18/24

## **TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-5. It appears that Deer Haven owes \$354 for its 2023 regulatory assessment due to the Commission. Please provide evidence that Deer Haven is current with its assessments due to the Commission.

**RESPONSE: Deer Haven does not have record of receiving the regulatory assessment for 2023, but intends to bring the account current.**

Response Provided by: Salah Mekkawy, Member, Deer Haven L.L.C.

Date: 7/18/24

### **TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-6. Please provide complete copies of Deer Haven's federal tax returns for 2021, 2022, and 2023.

**RESPONSE: Deer Haven has not completed federal tax returns for the stated years. Additionally, Deer Haven does not generate income.**

Response Provided by: Salah Mekkawy, Member, Deer Haven L.L.C.

Date: 7/18/24

**TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-7. Please provide evidence Deer Haven filed a Security Self-Certification with the Commission.

**RESPONSE: Deer Haven has not filed a Security Self-Certification with the Commission and respectfully requests that the Commission grant a waiver with respect to the filing of such reports as necessary to approve the Joint Application.**

Response Provided by: Salah Mekkawy, Member, Deer Haven L.L.C.

Date: 7/18/24

**TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-8. Please provide a current copy of an organizational chart for Deer Haven that depicts Deer Haven's parent, subsidiary and affiliate companies.

**RESPONSE: Deer Haven does not have parent, subsidiary of affiliate companies.**

Response Provided by: Salah Mekkawy, Member, Deer Haven L.L.C.

Date: 7/18/24

**TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-10. In the Joint Application, Deer Haven and PLU (Applicants) indicated that in 2010, Deer Haven and Haven Development entered into a Purchase and Sale Agreement with Pocono Lakefront, LLC (Pocono) for the sale of the land on which the sewer system is located. A certificate of public convenience is required for any public utility to acquire from, or to transfer to, any person or corporation, including a municipal corporation, by any method or device whatsoever, including the sale or transfer of stock and including a consolidation, merger, sale or lease, the title to, or the possession or use of, any tangible or intangible property used or useful in the public service. Please provide evidence that the Commission approved the referenced sale of land on which the sewer system is located through the issuance of a certificate of public convenience.

**RESPONSE: Neither party sought approval from the Commission for the property sale.**

Response Provided by: Jacob Goren;  
Date: 7/18/24

**TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-11. Please provide a copy of the Purchase and Sale Agreement between Deer Haven, Haven Development and Pocono Lakefront, LLC, referenced on Page 3 of the Joint Application.

**RESPONSE: Attached is Attachment U to be added to the Application for Certificate of Public Convenience.**

Response Provided by: Jacob Goren

Date: 7/18/24

### **TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-12 Please provide a copy of the settlement of the New Jersey lawsuit referenced on Page 4, Paragraph 7 of the Joint Application.

**RESPONSE: Attached is Attachment V to be added to the Application for Certificate of Public Convenience. The hearing transcript was the only documentation of the parties' settlement.**

Response Provided by: Jacob Goren

Date: 7/18/24

**TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-13 The plan set titled "Water Quality Management Permit", provided in the Joint Application's Attachment L, appears to be missing several sheets. Please provide a complete copy of this plan set in vector graphic file format.

**RESPONSE: Attached is Attachment L (amended) to be added to the Application for Certificate of Public Convenience.**

Response Provided by: Jacob Goren

Date: 7/18/24

**TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-14 The Joint Application's Attachment M consisted of an unexecuted copy of a Sanitary Sewer System Easement agreement (Easement Agreement) between PLU and Pocono. However, the exhibits of the Easement Agreement, that were to depict the properties subject to the agreement, consisted of blank pages. Please provide a complete copy of the Easement Agreement that includes the referenced exhibits.

**RESPONSE: Attached is Attachment M (amended), including the exhibits to be added to the Application for Certificate of Public Convenience. Please note that the Easement 1st Whereas Paragraph language has been modified to more clearly identify the included parcels.**

Response Provided by: Jacob Goren

Date: 7/18/24

**TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-15 The Joint Application's Attachment O consisted of a map of the requested service territory that contained a bearing angles and distances table for the requested service territory's boundary description. However, the bearing angles and distances provided are illegible. Please provide a legible copy of the bearing angles and distances for the requested service territory's boundary description.

**RESPONSE: Attached is Attachment O-1, which is an enlarges part of Exhibit O showing the bearing angles and distances, to be added to the Application for Certificate of Public Convenience..**

Response Provided by: Jacob Goren

Date: 7/18/24

**TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-17 The Joint Application's Attachment O consisted of Sheet 1 of 4 of a plan set labeled Sewage Planning Module. Please provide a complete copy of this plan set in vector graphic file format.

**RESPONSE: Attached is Attachment O (amended) to be added to the Application for Certificate of Public Convenience.**

Response Provided by: Jacob Goren

Date: 7/18/24

**TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-18 Please provide verification that the boundaries of the requested service territory, depicted in the Joint Application's Attachment O, match the boundaries of Deer Haven's existing certificated service territory.

**RESPONSE: Based on a review of the available service area map found in the DEP file, attached hereto as Attachment W; a historical survey map attached hereto as Attachment X and the service area map submitted with the application (See Attachment O) it appears that the requested service territory is the same as the existing service territory. The submitted service territory is also consistent with the areas that are, in fact, being served.**

Response Provided by: Jacob Goren

Date: 7/18/24

**TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-19 Please verify that, following the close of this transaction, PLU will keep a copy of all maps, plans, and records at an office located in the territory served by it, open for examination by the Commission or representative of the Commission.

**RESPONSE: It is PLU's intent to have an office located in or near the service territory where a copy of all maps, plans and records of PLU will be available for examination by the Commission or a representative of the Commission. Due to the small size of the service area and the fact that it is generally undeveloped, locating an office within the area will be difficult, if not impossible. If acceptable to the Commission, PLU could locate the materials at the sewage treatment plant.**

Response Provided by: Jacob Goren

Date: 7/18/24

## TUS Data Request Set 1

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-22 Please provide a one, five, and 10-year estimate of operating revenue, operation and maintenance expenses, and annual depreciation and taxes.

**RESPONSE: The one year estimate has been prepared and is included in Attachments Q and R. The five and ten year estimates have not been prepared given the uncertainty of the proposed development, whose start time and completion time have not been determined, and which would significant impact the estimate.**

Response Provided by: Jacob Goren

Date: 7/18/24

**TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-24 In the Joint Application, the Applicants indicated that in 2015 DEP issued Water Quality Management (WQM) Permit No. 5215401, and that the PLU wastewater treatment plant (WWTP) was substantially completed in 2023 and tested in early 2024. Please provide a copy of the signed and stamped WQM Post Construction Certification sheet for the facilities constructed under WQM Permit No. 5215401.

**RESPONSE: This will be provided once such certification is completed.**

Response Provided by: Jacob Goren

Date: 7/18/24

**TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-25 Please provide a copy of National Pollutant Discharge Elimination System (NPDES) Permit No. PA0041912.

**RESPONSE: Attached is Attachment Y to be added to the Application for Certificate of Public Convenience.**

Response Provided by: Jacob Goren

Date: 7/18/24

**TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-26 In Paragraph 8 of the Joint Application, the Applicants indicated that they are working with DEP and the Delaware River Basin Commission to obtain the necessary wastewater discharge permits. Please provide an update on the status of obtaining the necessary discharge permits and the transfer of any existing permits from Deer Haven to PLU.

**RESPONSE: The parties are actively negotiating a Consent Order and Agreement with the DEP that will result in PLU receiving a new treatments plant, Deer Haven receiving approval to transfer the sewer system to PLU and PLU decommissioning the existing treatment plant.**

**With respect to the Delaware River Basin Commission ("DRBC"), the DRBC already has a pending docket open based upon a deadline extension request submitted by PLU's engineer in 2018. As a result, the DRBC permit has not expired, but the extension request remains pending. PLU and DRBC are exchanging correspondence to enable DRBC to process the request and issue a decision on the pending open docket . See attached emails as Attachment Z.**

Response Provided by: Mark J. Shaw

Date: 7/18/24

**TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-28 The Joint Application's Attachment N included a table that identified a depreciation expense of \$27,480. Please provide a detailed explanation as to how this total expense was calculated, including the determination of the service life assigned to each account.

**RESPONSE: The depreciation expense was calculated based on a total system depreciation rate of 2%, and divided by two to represent a half a year of depreciation expense. The 2% total system rate was based on judgement and the review of other small wastewater system depreciation studies performed by Gannett Fleming.**

Response Provided by: Gregory R. Herbert, Assistant Project Manager, Rate Studies,  
Gannett Fleming Valuation and Rate Consultants, LLC

Date: 7/18/24

## TUS Data Request Set 1

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-29 The table in the Joint Application's Attachment N also referenced a document labelled WP-1.0-PIS for several entries. Please provide a copy of WP-1.0-PIS.

**RESPONSE: Please see Attachment A-29 for WP-1.0 PIS.**

Response Provided by: Gregory R. Herbert, Assistant Project Manager, Rate Studies,  
Gannett Fleming Valuation and Rate Consultants, LLC

Date: 7/18/24

**TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-30 The Joint Application's Attachment N identified the original cost of the Deer Haven wastewater system assets to be \$594,697. Please identify the method of valuation used to determine this value and indicate if PLU intends to complete an original cost study after the acquisition.

**RESPONSE: The original cost of the Deer Haven wastewater system assets of \$594,697 was derived from the last PUC annual report submitted to the PUC by Deer Haven in 2010. At this point, since the existing treatment plant will be fully retired for the new treatment plant and there have not been any replacements or retirements of the collection system since 2010, the Company does not intend to complete an original cost study.**

Response Provided by: Gregory R. Herbert, Assistant Project Manager, Rate Studies,  
Gannett Fleming Valuation and Rate Consultants, LLC

Date: 7/18/24

**TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-31 Please provide a detailed breakdown, by plant account, of the amounts identified as plant additions on the table provided in the Joint Application's Exhibit N. The description should identify the material type, size, unit cost and quantity of the assets included in the amounts identified for each account..

**RESPONSE: Please see Attachment A-29, which provides the detailed breakdown, by plant account, of the amounts identified as plant additions on Exhibit N.**

Response Provided by: Gregory R. Herbert, Assistant Project Manager, Rate Studies,  
Gannett Fleming Valuation and Rate Consultants, LLC

Date: 7/18/24

**TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-33 Please clarify if the estimated cost of the remaining work to connect the existing WWTP is included in the values identified as plant additions in the Joint Application's Exhibit N.

**RESPONSE: Yes, the estimated cost of the remaining work to connect the existing WWTP is included in the values identified as plant additions in the Joint Application, Exhibit N. The estimated in-service date is projected to be September 30, 2024.**

Response Provided by: Gregory R. Herbert, Assistant Project Manager, Rate Studies,  
Gannett Fleming Valuation and Rate Consultants, LLC

Date: 7/18/24

**TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-34 Please provide evidence that the Joint Application complies with the DEP-approved Act 537 Sewerage Facilities Official Plan for Palmyra Township, Pike County (Palmyra Township's Act 537 Plan), including any related revisions (i.e., special studies, planning modules, etc.) and exemptions.

**RESPONSE: Attached is Attachment AA, which is DEP's approval of the Township's Act 537 Plan amendment allowing the construction of the treatment plant and development, to be added to the Application for Certificate of Public Convenience. Attached as Attachment BB is the Act 537 Plan proposed amendment seeking authorization from DEP to transfer the sewer system from Deer Haven to PLU. County Planning and Township Planning has approved and we are awaiting the Township's passage of a resolution approving before it can be submitted to DEP, which is expected to occur at the Township's August 6, 2024 meeting. Submittal to DEP is expected in early-mid August 2024.**

Response Provided by: Mark J. Shaw, Esq.

Date: 7/18/24

**TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-35 Please provide a copy of Palmyra Township's DEP approved Act 537 Plan, including any related revisions (i.e., special studies, planning modules, etc.) and exemptions.

**RESPONSE: See Response to A-34 above.**

Response Provided by: Mark J. Shaw, Esq.

Date: 7/18/24

**TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-36. Please describe Deer Haven's DEP compliance history for the five-year period preceding the filing date of the Joint Application, including an explanation of each violation.

**RESPONSE: See Attachment A-36.**

Response Provided by: Salah Mekkawy, Member, Deer Haven L.L.C.

Date: 7/18/24

**TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-37. Please provide copies of any DEP Notices of Violation or Consent Order and Agreement applicable to wastewater service within the requested service territory for the five-year period prior to the filing date of the Joint Application.

**RESPONSE: Deer Haven is currently actively engaged in negotiations with the Pennsylvania Department of Environmental Protection to finalize a Consent Order and Agreement regarding the violations over the prior five years. It is anticipated that resolution of the Consent Order will incorporate the commencement of service from PL Utilities using the newly constructed wastewater treatment plant contingent on the PUC's approval of the Joint Application.**

Response Provided by: Salah Mekkawy, Member, Deer Haven L.L.C.

Date: 7/18/24

**TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-38 The Joint Application's Attachment P consisted of a *pro forma* initial tariff for PLU (Tariff). The Tariff included a table of contents that contained redline edits and identified sections in the Tariff that are not included in the body of the Tariff. Specifically, the table of contents identified Sections F, I, and J that are not included in the Tariff. Please provide a copy of the Tariff that contains a corrected table of contents.

**RESPONSE: See Attachment P (amended) to be replace original Attachment P to the Application for Certificate of Public Convenience.**

Response Provided by: Mark J. Shaw, Esq.  
Date: 7/18/24

**TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-39 The Purchase Agreement dated December 16, 2014, provided as Attachment 3, included the water system assets of Deer Haven, L.L.C. – Water Division (Deer Haven – Water). Please identify any anticipated filings with the Commission for approval of the sale of Deer Haven – Water's assets and the estimated date of filing.

**RESPONSE: At this point in time, PLU does not expect to make any filings relating to the water system, and is not intending to acquire the water system.**

Response Provided by: Jacob Goren  
Date: 7/18/24

**TUS Data Request Set 1**

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-40 Please clarify if PLU and Deer Haven are affiliated.

**RESPONSE: PLU and Deer Haven are not affiliated.**

Response Provided by: Jacob Goren

Date: 7/18/24

## TUS Data Request Set 1

**Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of the Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County Pennsylvania; and (3) PL Utilities, LLC to offer, render, furnish and supply wastewater service to the public in portions of Palmyra Township, Pike County, Pennsylvania at Docket Nos. A-2024-3049587 and A-2024-3049591**

A-41 Please clarify that this transaction was conducted at arm's length.

**RESPONSE:** The transaction between Deer Haven and Pocono Lakefront, LLC was an arm's length transaction with Pocono paying Deer Haven \$2,500,000 for the property and option to acquire the utility systems. See Attachment U. The consummation of the transaction referenced in the agreement is required as a result of the settlement of the New Jersey action. See Attachment V.

Response Provided by: Jacob Goren

Date: 7/18/24

**DEER HAVEN, L.L.C.**

DATED AS OF DECEMBER 14, 1999

## LIMITED LIABILITY COMPANY OPERATING AGREEMENT

This Limited Liability Company Operating Agreement is made effective the 14<sup>th</sup> day of December, 1999, by and between the initial members of DEER HAVEN, L.L.C. who are signatory hereto.

### BACKGROUND RECITALS

R1. DEER HAVEN, L.L.C. (hereinafter the "Company" or the "L.L.C.") has been registered with the State of New Jersey by Certificate of Formation filed December 22, 1999, a true and correct copy of which is attached hereto as Schedule "A".

R2. The persons who have signed this Agreement are the members of the Company with addresses and interests listed on Schedule "B" attached hereto (hereinafter these persons and those hereafter properly admitted are referred to individually as "Member" or collectively as "Members").

R3. The Members wish to memorialize the agreement among themselves by this Agreement, including by way of example only, the formation, continuation, operation and management of the Company, and provisions for the transfer of interests in the Company and restrictions thereon.

NOW THEREFORE, the parties hereto, intending to be legally bound, upon the premises and covenants contained herein, for good and valuable consideration, the receipt of which is hereby acknowledged, do agree as follows:

### ARTICLE I

#### DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

1. "Account" shall have the meaning provided in Article VIII, Section 6.

2. "Accountant" shall mean the independent accountant recommended by the Tax Matters Partner to serve as the accountant for the L.L.C.

3. "Act" shall mean the New Jersey Limited Liability Company Act, as the same may be amended or supplemented from time to time.

4. "Agreement" shall mean this Limited Liability Company

## Operating Agreement.

5. "Bankruptcy" shall be deemed to have occurred as to a Person when (I) such person shall have commenced a voluntary case under the federal bankruptcy laws, as now constituted or hereafter mandated or replaced, or under any other applicable federal or state bankruptcy or insolvency law, or (ii) a decree or order for relief under any of such laws shall have been entered by any court having jurisdiction of the Property or the Company, or a receiver, liquidator, assignee, custodian, trustee or some similar official shall be appointed for any Person or any substantial part of such Person's property, or the winding-up or liquidation of such Person's affairs shall have been ordered, and in connection with the foregoing provisions of this clause (a) either such Person shall have applied for or consented to such decree, order or appointment or such decree, order or appointment shall have continued unstayed and in effect for a period of ninety (90) days (whether or not consecutive), or (iii) such person shall have made an assignment for the benefit of creditors, or (iv) such Person shall have generally admitted in writing the inability to pay its, his or their debts as such debts become due.

6. "Capital Reserve" shall be established and set aside annually at a rate established by the General Manager.

7. "Cash Flow" shall mean the net cash flow for financial accounting purposes as determined under generally accepted accounting principles, consistently applied, from the gross cash proceeds received by the L.L.C. from operations, sales, other disposition, financing and refinancing or any other source; plus any reduction in Reserves previously established; less all cash used to pay L.L.C. expenses (including, without limitation, all Member compensation authorized under this Agreement), debts, capital contributions, replacements and distributions and any increase in Reserves, all as determined by the General Manager. Cash Flow shall not be reduced by depreciation, amortization, costs recovery deductions or similar allowances. Cash Flow shall be further reduced by the Capital Reserve. The amount of cash flow remaining, if any, shall be deemed "Cash Flow Available for Distribution".

8. "Code" shall mean the Internal Revenue Code of 1986, as it may be amended or replaced from time to time.

9. "Disability" shall mean the inability as determined by the Management Committee to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in that Member's

death or that has lasted or can be expected to last for a continuous period of not less than twelve (12) months. The permanence and degree of such impairment shall be supported by medical evidence acceptable to the Management Committee.

10. "Events of Dissolution" shall have the meaning provided in Article XII, Section 1.

11. ❖General Manager❖ should have the meaning provided in Article V, Section 3.

12. "L.L.C." or "Company", used interchangeably, shall mean the Limited Liability Company formed pursuant to this Agreement.

13. "L.L.C. Interests" shall refer to a Member's entire right, title and interest in the L.L.C., including a Member's share in the Profits and Losses and the rights to receive distributions of L.L.C. assets and to participate in the management affairs of the L.L.C..

14. "Liquidating Trustee" shall have the meaning provided in Article XII, Section 2.

15. "Minimum Gain" shall mean the amount of gain that could be recognized by the L.L.C. if property encumbered by a Non-Recourse Debt was transferred in full satisfaction of such debt.

16. "Net Retained Earnings" shall be as determined by the Accountant in its sole discretion under generally accepted accounting principles consistently applied.

17. "Non-Recourse Debts" shall have the meaning set forth in Regulations Section 1.704-2(b)(3).

18. "Operating Income"❖ shall mean all revenue less all operating expenses and all Member salaries, bonuses and other distributions, all determined on an annual basis.

19. "Percentage Interests" shall have the meaning set forth in Article IX, Section 1.

20. "Person" shall mean any person, firm, corporation, partnership, limited liability company, association, company, trust, estate, custodian, nominee or other individual or entity.

21. "Profit" and "Losses" shall mean the amounts equal to the corresponding items of income, gain, deduction and losses computed for federal income tax purposes, except that: (I) Such items of income, gain, deductions and losses with respect to such

death or that has lasted or can be expected to last for a continuous period of not less than twelve (12) months. The permanence and degree of such impairment shall be supported by medical evidence acceptable to the Management Committee.

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assets contributed by a Member to the L.L.C. or owned by the L.L.C. if and when the Members' Capital Accounts are revalued, shall be computed by reference to such assets fair market value, determined by the Members, at the time of such distribution or revaluation, all as provided in the regulations under Section 704(b) of the Code; and (ii) Profits shall also include tax-exempt income of the L.L.C. described in Code Section 705(a)(2)(B) and expenditures which are characterized as Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b) or any successor thereto.

22. "Regulations" shall mean the final or temporary regulations promulgated by the Treasury Department under the Code.

23. "Regulatory Allocations" shall have the meaning provided in Article X, Section 2.

24. "Revenue" shall mean all funds realized on an annual basis from the performance of services from the operations of the business as described in Article II, Paragraph 4.

25. "Transfer~~x~~" shall mean any sale, assignment, mortgage, pledge or other transfer or disposition.

## ARTICLE II

### FORMATION

1. Limited Liability Company. The subscribers to this Agreement do hereby consent to the formation of the L.L.C. in the State of New Jersey and to the General Manager taking all necessary action to authorize the Company to carry on business in any other state in which the L.L.C. chooses to conduct its operations.

2. Name. The business and affairs of the L.L.C. shall be conducted under the name "DEER HAVEN, L.L.C." and such name shall be used at all times in connection with the business and affairs of the Company, unless changed by the Management Committee.

3. Office. The L.L.C. shall maintain its principal office at C/O Regency Holdings at 41 Elm Street, Suite # 1C, Morristown, New Jersey 07960, or such location(s) as may be designated by the Management Committee.

4. Purpose. The L.L.C. is being formed for the principal purposes of acquiring, developing, owning, investing in,

operating and/or selling real estate of any kind, either directly or indirectly through corporations, partnerships or other entities. In addition, the L.L.C. may conduct any lawful act permitted by law and authorized by the Management Committee. The L.L.C. may do anything in furtherance of such purposes.

5. Title of Property. All tangible and intangible, real and personal property titled to or held by the L.L.C. shall be owned by it as an entity and, insofar as permitted by applicable law, no Member shall have any ownership interest in such property in his, her or its individual name or right.

6. Duration. The L.L.C. shall commence on the date hereof and shall continue until the winding up and liquidation of the L.L.C. in accordance with Section XII, or December 31, 2030, whichever is earlier.

### ARTICLE III

#### AUTHORITY

The Company shall operate pursuant to the terms and conditions of this Agreement, and the provisions of the Act.

### ARTICLE IV

#### MEMBERSHIP SHARES

The Members have full ownership of the Company, and shall share in ownership based upon their respective Percentage Interests as provided for in Article IX hereof. No Member may transfer, hypothecate or sell such share of or ownership in the Company or its assets except for the limited rights set forth in, and in strict conformance with the terms and conditions of Article XI herein.

### ARTICLE V

#### MANAGEMENT: MANAGEMENT COMMITTEE AND GENERAL MANAGER

1. Management Committee. The business and affairs of the Company shall be managed by the Management Committee, which shall not exceed Two (2) in number. The Management Committee shall be comprised of the following individuals: **Salah Mekkawy** and **Sam Shahar**. The number of members of the Management Committee may be increased by an affirmative vote of at least 75 percent (75%) of the Management Committee members. The members of the Management Committee shall be elected by the Members in accordance with Article VII, Sections 2 and 4 hereof.

2. Meetings: Management Committee. The meetings of the Management Committee shall be held with five days advance notice at the registered or principal office of the Company as the General Manager shall direct or at such other time and place as shall be determined by the Management Committee. The General Manager or Members(s) owning fifty-one percent (51%) or more, in the aggregate, of the Percentage Interests of the Company may call a meeting of the Management Committee by written notice to the Management Committee members. Members of the Management Committee who are also Members of the L.L.C. shall not be separately compensated for attendance at meetings of the Management Committee.

3. General Manager. The Management Committee shall elect a Member or Members as Manager or Co-General Managers. **Salah Mekkawy** is hereby designated and accepts such designation as initial General Manager, to serve until his removal or resignation. The General Manager(s) shall operate the day-to-day business of the Company. Such business shall include, but not be limited to, entering into contracts, such as: mortgages; promissory notes; leases; the purchase of fixture or equipment necessary in the operation of the company's business; hiring of independent contractors or employees to perform services necessary for (i) the Company to carry out any obligations it may have under contract; or (ii) the performance of any services for the implementation of this Agreement or any other lawful purpose. The General Manager may designate associate Managers in order to carry out the foregoing responsibilities.

4. Management Committee Voting.

A. Each member of the Management Committee shall have one vote. If the members of the Management Committee cannot agree by majority action or as otherwise described below in Paragraph B upon an issue, the matter shall be submitted to the Members and they shall decide the issue. For purposes of this Section, each member of the Management Committee shall vote in connection with the resolution of the issue submitted in the manner provided in Article VII, Section 4. Except as provided below, the majority vote of a quorum of the Management Committee shall be required to authorize any action presented to the Management Committee for vote.

B. The following action requires the approval of 75 percent (75%) of the Management Committee for passage:

- (1) the admission of another Member;
- (2) the sale, exchange or other disposition by

the L.L.C. of all or substantially all of the L.L.C.'s assets;

(3) the termination and dissolution of the L.L.C.;

(4) modifying and/or revising an existing business activity engaged in by the L.L.C. or acquiring new business responsibilities on behalf of the L.L.C.;

(5) approval and completion of working capital loans from any financial institution, whether or not such loan is secured by a Member;

(6) making any equity interest of the Company available through an initial public offering;

(7) making a change in the form of business organization under which the Company operates; and

(8) imposing any capital contributions requirements upon Members above the initially contributed capital pursuant to Article VI.

## ARTICLE VI

### CAPITAL CONTRIBUTIONS AND MEMBER ADVANCES

1. Initial Contribution. Upon the execution of this Agreement, the Members shall make the initial capital contributions to the L.L.C. as set forth in Schedule "B" attached hereto and made a part hereof.

2. Other Capital Contributions. No Member shall be required to make any additional capital contributions to the L.L.C. not specifically required by Section 1 of this Article.

3. No Interest. Members shall not receive interest on any capital contributions made to the L.L.C. or on the balance of their respective Capital Accounts.

4. L.L.C. Indemnification. The L.L.C. shall indemnify a Member (☒Indemnitee") if he was or is a party, or threatened to be a party, to any Proceeding by reason of the fact that he is or was a Member, officer, employee or agent of the L.L.C., or against Losses in connection with the defense or settlement of any such Proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the L.L.C. and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was

criminal. "Proceeding" means any threatened, pending or completed action, suit, proceeding (including an arbitration proceeding) or investigation, whether civil, criminal, administrative or investigative, and whether formal or informal. "Losses" means the total amount which Indemnitee becomes legally obligated to pay in connection with any Proceeding, including judgments, fines, amounts paid in settlement and litigation costs, including reasonable attorneys' fees. Notwithstanding any provision of this Agreement or the foregoing, no Member shall have any personal liability or obligation to see to the above indemnification, which in all cases shall be limited to the assets of the L.L.C..

## ARTICLE VII

### MEMBERS' RIGHTS

1. General. Except in the capacity as a General Manager or a member of the Management Committee as authorized under this Agreement, the Members (a) shall not act in the name of, or as the representative of, the L.L.C., (b) shall not deal with the L.L.C.'s assets in any way, (c) shall not incur any obligation for which the L.L.C. or the other Members will or may be liable, and (d) shall not otherwise bind the L.L.C. or the other Members. Any violation of this Section 1 shall be deemed to constitute a wilful violation and breach of the terms of this Agreement.

2. Members' Annual Meetings. Annual meetings of all Members shall be held on the first business day in May, commencing in 2000 and yearly thereafter. The General Manager shall notify each Member of the Members' meeting thirty (30) days before its scheduled date. Notice may be given to each individual Member orally or in writing. At such meetings the Members shall elect the Management Committee for the following year.

3. Special Meetings of the Members. Special meetings of the Members may be called, in writing, by the Members owning twenty five percent (25%) or more, in the aggregate, of the Percentage Interests in the Company. The written notice shall clearly indicate the reason for the meeting, the date of the meeting, and the location of the meeting. The notice must be signed by the requesting Member(s) and shall be sent to the other Members certified mail with return receipt requested at least ten days prior to the meeting

4. Voting Rights. Each Member shall have one vote (or proportion thereof) for each one percent (1%) Percentage Interest held by such Member. Unless otherwise stated and described herein, all votes concerning actions to be taken or ratified by

the Members shall be by majority vote with fifty-one percent (51%) of the Members necessary for passage.

5. Voting Quorum. In order to convene a meeting of the Members, there must be, in person or by written proxy, Members holding at least fifty-one percent (51%) of the Percentage Interests in the Company. In the event that a quorum is not present, in person or by proxy, the meeting shall be adjourned until the following day. Upon reconvening, those Members present in person or by proxy shall constitute an agreed upon quorum for purposes of voting. In all instances where voting occurs, a vote by Members holding a majority of the total Percentage Interests, directly or by proxy, shall be necessary to approve or ratify any action.

## ARTICLE VIII

### ACCOUNTING AND TAX MATTERS

1. Fiscal Year. The fiscal year of the L.L.C. shall be the calendar year.

2. Tax Matters Member. Salah Mekkawy is hereby designated, and accepts such designation, as the "Tax Matters Partner" for purposes of the Code and shall notify the Members of any audit or other tax matters of which he is notified or becomes aware.

3. Accounting Method. The books and records of the L.L.C. shall be maintained on the method of accounting permitted by the Code and chosen by the Management Committee. The Tax Matters Partner shall maintain, at the L.L.C.'s principal office, full and accurate books and records of the L.L.C.'s business. Unless otherwise directed by the Management Committee, the same accounting methods shall be used for accounting and tax reporting purposes.

4. Reports. The Tax Matters Partner shall provide the Members with an annual report of the L.L.C.'s operation, at the expense of the L.L.C., which shall include income statements of the L.L.C. for the year. Each Member and its respective attorney and accountant shall have the right at all times during usual business hours, at its sole cost and expense and upon reasonable advance written notice, to examine the books and records of the L.L.C.. Each Member shall maintain all information relating to the L.L.C. contained in such reports, books and records in strict confidence.

5. Tax Status. Each Member hereby recognizes that the L.L.C. will be recognized as a partnership for federal and New

Jersey State tax purposes and will be subject to all provisions of Subchapter K of Chapter 1 of Subtitle A of the Code. The Tax Matters Member shall select the accountant for the L.L.C. to prepare the L.L.C.'s books and records and tax returns. All reasonable efforts shall be made to cause the Accountant to prepare and make timely filings of all necessary or appropriate tax returns and statements with the applicable taxing authority, and to provide a copy of such returns and statements to each Member.

6. Capital Accounts. An account (a "Capital Account") shall be established and maintained for each Member in accordance with Reg. Sec. 1.704-1(b) of the Code. Each Member's Capital Account shall be increased by (i) the amount of money contributed by such member to the L.L.C., (ii) the fair market value of property contributed by such Member to the L.L.C., and (iii) allocations to such Member of Profits; and shall be decreased by (iv) the amount of money distributed to such Member by the L.L.C., (v) the fair market value of the property distributed to such Member by the L.L.C., and (vi) allocations to such Member of Losses.

## ARTICLE IX

### DISTRIBUTIONS AND COMPENSATION

1. Percentage Interests. The Members shall have the Percentage Interests as set forth on Schedule "C", attached hereto and made a part hereof, as may from time to time hereafter be amended.

2. Distributions of Cash Flow. At least annually, the Members may cause the L.L.C. to distribute an amount up to the Cash Flow Available for Distribution to the Members, in proportion to their Percentage Interests, adjusted consistently for any shifts in Percentage Interests during the year.

3. Member Compensation. Working Members shall be entitled to compensation in the form of salary and bonuses from the L.L.C. for the services such Member renders to the L.L.C.. The compensation Committee shall approve all annual base salaries proposed by the Management Committee for working Members.

4. General Manager's Compensation. Members acknowledge that the General Managers, **Salah Mekkawy** and **Sam Shahar**, shall receive (a) reimbursement of all out of pocket expenses pertaining to and in conjunction of the initial organization of the company, as well as all expenses incurred in connection with the management of the affairs of the Company and day to day

operation. (b) In addition the General Manager shall be entitled to 20% (twenty percent) of the net profit of the Company, after return of all capital contribution to all Members.

## ARTICLE X

### ALLOCATIONS

1. Allocations. Except as otherwise provided in Schedule "D" to meet Code requirements, all items of Profits and Losses shall be allocated to the Members in proportion to their Percentage Interests, adjusted for any shifts in Percentage Interests during the year.

2. Curative Allocations. The allocations set forth in Schedule "D" are intended to comply with the requirements of Regulations under Code Section 704(b) and shall be interpreted consistently with such Regulations (hereinafter ~~Regulatory Allocations~~). Notwithstanding any other provision of this Article, other items of Profits and Losses shall be allocated among the Members so that, to the extent possible without violating the purposes of the Regulatory Allocations, the net amount of Profits and Losses allocated to each Member shall be equal to the net amount that would have been allocated to each such Member if the Regulatory Allocations had not been made.

## ARTICLE XI

### TRANSFERS OF L.L.C. INTERESTS

#### 1. Lifetime Transfer of L.L.C. Interests

A. A Member (the "Offering Member") who during his or her lifetime wishes to Transfer any interest in the L.L.C. must first obtain the unanimous consent of all of the other Members which consent may not be unreasonably withheld.

B. The Offering Member wishing to Transfer any L.L.C. Interests who has not obtained the unanimous consent of the other Members may transfer his or her interest only after first offering all interests owned for sale to all other Members of the L.L.C. at the time of any offer or deemed offer hereunder (the "Other Members"), and then, if applicable, to the Company, in the manner, at the purchase price and upon the terms for payment thereof as set forth in this Article. Every such offer shall be evidenced by a writing, signed by the Offering Member, addressed to the L.L.C. and to the Other Members and shall state the details of the proposed transfer to others which the Offering Member intends to make, attaching thereto a true and correct copy of the offer of the purchaser or lienor, reflecting his name and

address and the terms and provisions of the transfer, including the offering price.

2. Deemed Transfer. Provided that the business is continued pursuant to Article XII, Section D, in the event of:

A. The attachment of or execution upon all or any portion of a Member's L.L.C. Interest, whether voluntary or involuntary, including, without limitation, any transfer of the L.L.C. Interest to a spouse of a Member under a decree of divorce or separate maintenance or under a property or separation agreement;

B. Disability of a Member;

C. Death of a Member; or

D. Bankruptcy of a Member;

then all of the Member's L.L.C. Interest, or a portion of the Interest affected, shall be deemed to have been offered for sale first to the Other Members proportionately, and then, if applicable, to the Company, in the manner, at the purchase price and upon the terms for payment thereof as set forth in this Article.

3. Purchase Option of the Members.

A. The Other Members shall each have a period of thirty (30) days after receipt by them of an offer made or deemed made in accordance with Section 1 of this Article within which to accept or reject such offer. In the case of an offer made pursuant to Section 1, hereof, the Other Members shall have thirty (30) days after the later of time when the offer is made or the Other Members have actual knowledge of the occurrence which constitutes the offer, within which to accept or reject such offer. The interest of the Offering Member shall be deemed offered to the Other Members in proportion to their respective Percentage Interests.

B. No acceptance by the Other Members shall be effective unless it is made:

(1) in writing;

(2) within said thirty (30) day period;

(3) unconditionally;

(4) applicable to all interests offered or

deemed to be offered to such Other Member;  
and

- (5) in compliance with Paragraph C of this Section, if applicable.

C. If there is more than one Other Member and the offer is accepted by one or more, but not all of the Other Members, the accepting Other Members shall have an additional period of five (5) days within which to accept or reject, in proportion to their respective Percentage Interests (unless otherwise agreed by them in writing within such five-day period), the L.L.C. Interests considered offered by the rejecting Other Member or Members.

4. Purchase Option of the L.L.C. If all or any of the Other Members rejects or is considered to have rejected (as provided in Section 3 hereof) an offer made or deemed made to them, the L.L.C. shall have a period of thirty (30) days following the expiration of the Other Members' thirty (30) day period (or thirty-five (35) day period, if applicable), or the Other Members' earlier written rejection of the offer, within which to accept or reject such offer. The Offering Member shall not participate in any way in the making of the decision as to whether the L.L.C. shall accept or reject such offer. In the case of an offer deemed made to the L.L.C. in accordance with Section 2 of this Article, the L.L.C. shall be deemed to have accepted the offer within said thirty (30) day period regardless of whether it has accepted in the manner provided for herein. Except as otherwise provided, no acceptance by the L.L.C. shall be effective unless it is made:

- A. in writing;
- B. within said thirty (30) day period;
- C. applicable to all interests offered or deemed offered by the Offering Member.

The L.L.C. may reject such offer by written notice to the Offering Member within said thirty (30) day period, and shall be deemed to have rejected the offer if it fails to accept within such time and in the manner provided herein.

5. Purchase Price. The purchase price of all L.L.C. Interests either sold or redeemed pursuant to Section 1 of this Article shall be the price set forth in the offer received by the Offering Member. In the Case of an offer deemed pursuant to Section 2 of this Article, the purchase price of all L.L.C. Interests either sold or redeemed shall be the fair market value

of the L.L.C. Interests as of the date of the offer. The fair market value of the L.L.C. Interests shall be determined by an appraiser selected by both the Offering Member and the Other Members.

6. Payment of Purchase Price. The purchase price determined under Section 5 hereof for all interests either sold or redeemed pursuant to this Article shall be paid as follows: (a) 10 percent (10%) in cash at a settlement, (b) the balance, in no more than 20 equal quarterly payments of principal and interest, the first of which shall be due 90 days after settlement.

7. Promissory Note and Interest. If the full amount of the purchase price is not paid at settlement, the Purchasing Members shall deliver to the Offering Member a promissory note in customary form for the balance of the purchase price providing for payment in accordance with Section 6 hereof. Such promissory note shall be dated as of the settlement date and shall contain the following provisions:

A. Interest shall accrue on the unpaid balance from the date of the note, at the then applicable federal rate described in Section 1274 of the Code or any successor provision of similar import;

B. The full amount of accrued interest shall be paid with each installment payment of principal;

C. At the option of the holder, the entire unpaid principal balance and all accrued interest shall become due upon the occurrence of customary event of defaults and judgments may be entered herein;

D. The maker of the note shall have the right at any time to prepay the entire balance, or any part thereof, without discount or penalty, following the close of the taxable year of the Offering Member within which settlement occurs. Any prepayment of less than all of the said unpaid balance shall be applied first to the installment last becoming due.

8. Settlement. Settlement hereunder shall take place at the principal office of the L.L.C. or at such other place suitable to the parties within three months after acceptance of any option or deemed offer to purchase shares pursuant to this Article.

9. Rights of Transferee of a Member. No assignee, transferee or other successor in interest of any part or all of

the L.L.C. Interests of a Member in the Company shall be admitted to the L.L.C. as a substitute for a Member unless:

A. The non-transferring Members holding at least 75 percent (75%) of the remaining Percentage Interests in the Company agree;

B. The assignor has indicated such intention of substitution in the written assignment or the transfer results by death or operation of law; and

C. The assignee has executed a counterpart of this Agreement (as modified or amended from time to time) and such other instruments as the Management Committee deems necessary to confirm the undertaking of such assignee to be bound by all of the terms and provisions of this Agreement. Notwithstanding the above, where the assignee, transferee or other successor in the interest of any part or all of the L.L.C. Interest of a Member is the Member's family, the consent of the non-transferring Members shall not be required, and the L.L.C. Interests shall not be deemed offered for sale to the non-transferring members, provided that subsections B and C of section 9 of this Article are satisfied. ❖Family❖ means a Member's spouse, lineal ancestors or descendants by birth or adoption, siblings, and trusts for the exclusive benefit of a Member, any of the foregoing individuals, or any combination thereof.

## ARTICLE XII

### DISSOLUTION

1. Events of Dissolution. The L.L.C. shall continue until dissolved upon the earliest to occur of the following events (the "Events of Dissolution:):

A. December 31, 2030;

B. the sale, exchange, or other disposition by the L.L.C. of all or substantially all of the L.L.C.'s assets;

C. upon the decision of the Management Committee to terminate and dissolve the L.L.C.;

D. upon the death, insanity, retirement, resignation, expulsion or Bankruptcy of the General Manager, unless all of the remaining Members agree to continue the business of the Company at a meeting or in writing, within ninety (90) days following the occurrence of such an event; or

E. when there is only one Member.

2. Liquidating Distributions. Upon an Event of Dissolution, the General Manager or a person designated by the General Manager (the "Liquidating Trustee") shall take full account of the assets and liabilities of the L.L.C. as of the date of such Event of Dissolution and shall proceed with reasonable promptness to liquidate the L.L.C.'s assets and terminate its business. The cash proceeds from such liquidation, together with any other net assets of the L.L.C. shall be applied first to the payment of all L.L.C. debts, taxes and other obligations or liabilities (including all obligations due to a Member), as well as all items relating to such liquidation and all reserves that the Liquidating Trustee determines, in its discretion, to be appropriate. Amounts remaining after such payments have been made shall be distributed to the Members as return of their capital contributions, and thereafter in proportion to their Percentage Interests.

3. Tax Termination. In the event of the termination of the L.L.C. for Federal income tax purposes under Section 708 of the Code resulting from the transfer of an interest in the L.L.C., the L.L.C. shall nevertheless remain in full force in effect hereunder and the Capital Accounts shall govern the constructive liquidation for Federal income tax purposes.

#### ARTICLE XIII

##### GENERAL

1. Notices. Unless otherwise provided in this Agreement, notices shall be deemed given if in writing and either delivered personally (with receipt acknowledged) or mailed certified mail, return receipt requested, postage pre-paid, to the Member to whom the notice is to be given at such Member's address as set forth in the preamble to this Agreement or such other address designated by such Member to the General Manager by notice hereunder.

2. Waiver. No consent or waiver, expressed or implied, by any Member to or of any breach or default by any other Member in the performance by any other Member of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other Member of the same or any other obligation of such Member hereunder. Failure on the part of a Member to complain of any act or failure to act of any other Member or to declare such other Member in default irrespective of how long such failure continues, shall not constitute a waiver by such Member of its rights hereunder.

3. Severability. If any of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

4. Binding Agreement. Subject to the restrictions on Transfers set forth herein, this Agreement shall insure to the benefit of and be binding upon the Members and their respective heirs, executors, legal representatives, successor and assigns. None of the provisions of this Agreement is intended to be, nor shall the provisions be construed to be, for the benefit of any third party. Whenever, in this Agreement, a reference to any party or Member is made, such reference shall be deemed to include a reference to the permitted heirs, executors, legal representatives, successors and assigns of such party or Member.

5. Additional Remedies. The rights and remedies of any Member hereunder shall not be mutually exclusive, i.e., the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof. The respective rights and obligations hereunder shall be enforced by specific performance, injunction or other equitable remedy, but nothing herein contains or is intended to, nor shall it, limit or affect any other rights in equity or any rights at law or by statute or otherwise of any party agreed as against the other for breach or threatened breach of any provision hereof, it being the intention of this Section to make clear the Agreement of the Members that the respective rights and obligations of the Members hereunder shall be enforceable in equity as well as at law or otherwise.

6. Further Actions. Each of the Members hereby agrees to hereafter execute and deliver such further instruments and do such further acts and things as may be required or appropriate to carry out the intent and purpose of this Agreement and which are not inconsistent with the terms hereof.

7. Use of Certain Terms. The defined terms in this Agreement shall apply equally to both the singular and the plural; any pronoun shall include the corresponding masculine, feminine and neuter; the words "include" and "including" shall be deemed to be followed by the phrase "without limitation"; and the terms "hereof" and "herein" shall refer to the particular agreement or document in which such term appears.

8. Counterparts. This Agreement may be executed in one or more counterparts with each such counterpart deemed to be an original hereof and all of such counterparts deemed to be one in

the same Agreement.

9. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto with respect to the L.L.C.. No variations, modifications, or changes herein nor any waiver of any provision hereof shall be binding unless set forth in the document duly executed by or on behalf of each of the Members.

10. Governing Law. Except as provided in Article III, this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

11. Modifications. No Member shall change, modify, amend, alter, discharge, rescind, terminate, waive or cancel this Agreement or any part hereof without the unanimous consent of all of the members of the Management Committee.

IN WITNESS WHEREOF, the parties hereto executed this Agreement effective as of the date that the Certificate of Formation for the L.L.C. was accepted for filing by the Secretary of State of New Jersey.

Witness

Salah Mekkawy

Salah Mekkawy  
Salah Mekkawy

Witness

Salah Mekkawy

Sam Shaha  
Sam Shaha

SCHEDULE "A"

CERTIFICATE OF FORMATION

SCHEDULE "B"

CAPITAL CONTRIBUTIONS

| <u>Member</u> | <u>Amount of Contribution</u> |
|---------------|-------------------------------|
| Salah Mekkawy | \$ 100,000.00                 |
| Sam Shahar    | \$ 100,000.00                 |

SCHEDULE "C"

PERCENTAGE INTERESTS

| <u>Member</u> | <u>Percentage</u> |
|---------------|-------------------|
| Salah Mekkawy | 50.0 %            |
| Sam Shahar    | 50.0 %            |
|               | 100.0 %           |

SCHEDULE "D"

SPECIAL ALLOCATIONS UNDER THE INTERNAL REVENUE CODE

The following special allocations shall be made in the following order in lieu of the provisions of Article X:

A. Minimum Gain Charge back Period. Notwithstanding any other provision of this Article, if there is a net decrease in the Minimum Gain during any L.L.C. fiscal year, each Member who would otherwise have a Capital Account deficit in excess of the amount of such deficit that such Member would be obligated to restore, shall be specifically allocated items of Profit for such year (and, if necessary, subsequent years) in an amount and manner sufficient to eliminate such excess deficit as quickly as possible.

B. Gross Income Allocations. In the event a Member has a deficit Capital Account at the end of any L.L.C. fiscal years which is in excess of the sum of the amount of such deficit that such Member is obligated to restore, then such Member shall be specially allocated items of Profits in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section shall be made only if and to the extent that such Member would have such an excess deficit after all other allocations provided for in this Article have been made as if this Section were not in the Agreement.

C. Reallocation of Losses. In the event that the allocation of Losses required by this Article would create or increase a deficit in a Member's Capital Account as of the end of the taxable year in excess of the amount of such deficit that such Member is obligated to restore, then an amount of Losses equal to such excess deficit shall be reallocated for such Member to the other Member to the extent of, but not in excess of, such other Member's positive Capital Account balance. In the event that no Member has a positive Capital Account balance, then Losses that will create or increase a deficit balance in any of the Members' Capital Account shall be allocated to the Members in proportion to their Percentage Interests.

D. Capital Account Deficit. For purposes of this Section, a Member shall be considered to be obligated to restore deficit in its Capital Account by: (i) The amount that such Member is required to restore pursuant to this Agreement; (ii) the amount such Member is deemed to be obligated to restore pursuant to the minimum chargeback provision set forth in Reg. Sec. 1.704-2(g); and (iii) the amount such member would be deemed obligated to restore if deductions relating to Member Non-Recourse Debts were treated as deductions relating to Non-Recourse Debts and the Minimum Gain was computed with respect to such Member Non-Recourse Debts.

Name of Utility: PL Utilities LLC

**Summary of Additions by Contractor for PL Utilities LLC New WWTP and Collection System**

Total Costs: \$2,608,630.75

Used and Useful Date: December 31, 2023

**Table 1**

| Contractor   | Additions for New WWTP at Pocono Lakefront              |                     |                           |
|--|---|---------------------|---------------------------|
| <b>Grassie &amp; Sons</b>                            |   |                     |                           |
| ITEM NO.   | DESCRIPTION OF WORK                                     | SCHEDULED VALUE     | NARUC ACCT                |
| 1  | GSI Stakeout/Outside Survey                             | 35,000              | 380.4                     |
| 2  | Construction Supervision/O&O/Insurance                  | 75,000              | 380.4                     |
| 3  | Mobilization  | 25,000              | 380.4                     |
| <b>Pocono Lakefront Stage 1A-Above Roue 507</b>      |   |                     |                           |
| 4  | Remove Stumps/Strip/Grub                                | 15,000              | 354.4                     |
| 5  | E&S Controls  | 54,100              | 354.4                     |
| 6  | Earthwork   | 59,000              | 354.4                     |
| 7  | Storm and Sewer   | 15,780              | 382.4                     |
| 8  | Roadways - 2A Modified                                  | 14,581              | 354.4                     |
| 9  | Sanitary Sewer  | 108,245             | 380.4                     |
| 10   | Sewage Treatment Plant                                  | 244,352             | 380.4                     |
| 11   | Filter Building   | 99,787              | 354.4                     |
| 12   | Generator Slab  | 31,000              | 355.4                     |
| 13   | Chainlink fence on Wall B-3                             | 15,770              | 354.4                     |
| 14   | Hand Rail on Wall B-2                                   | 14,885              | 354.4                     |
| 15   | Borings Under Route 507                                 | 71,300              | 381.4                     |
| 16   | Wooden Guard Rail                                       | 4,600               | 354.4                     |
| 17   | Concrete Steps @ STP                                    | 4,025               | 354.4                     |
| 18   | Bollards  | 3,048               | 354.4                     |
| <b>Pocono Lakefront - Stage 1A - Below Route 507</b> |   |                     |                           |
| 20   | Remove Stumps/Strip/Grab                                | 6,000               | 380.4                     |
| 21   | Earthwork for Pipe Installation Only                    | 48,200              | 381.4                     |
| 22   | Sanitary Sewer  | 228,230             | 380.4                     |
| 23   | Demo Treatment Plant                                    | 68,000              | 380.4                     |
| 24   | Subcontractor - Sikora Brothers Inc                     | -                   | See Table 2 and 2.1 Below |
| 24a  | Subcontractor - Sikora Brothers Inc*                    |                     | 380.4                     |
| 24b  | Subcontractor - Sikora Brothers Inc*                    |                     | 381.4                     |
| 25   | Change Order #1 -Rock Excavation                        | 55,425              | 380.4                     |
|  |   | 1,296,328.00        |                           |
| <b>Contractor</b>                                    | <b>Additions for New WWTP and Collection System</b>     |                     |                           |
| PURESTREA  | EQ Tank and Model PT-35 Packaged WWTP                   | 599,656             | 380.4                     |
| E&W  | Concrete Clearwell                                      |                     | 380.4                     |
| E&W  | Sand Filter Dosing Pump System                          | 10,000              | 371.4                     |
| E&W  | Pressure Filtration System                              |                     | 380.4                     |
| E&W  | UV Disinfection System                                  |                     | 380.4                     |
|  | Total   | 75,846.75           | 380.4                     |
|  | <b>Total New WWTP Additions excluding Subcontractor</b> | <b>1,981,830.75</b> |                           |

**Subcontractor - Sikora Brothers Inc.**  
**Total Cost Breakdown: \$626,800**

**Table 2**

| ITEM NO.     | DESCRIPTION  | VALUE                | NARUC ACCT          |
|--------------|--|----------------------|---------------------|
| 10           | Mobilization                                       | \$ 11,743.00         | 354.4               |
| 20           | Set Packaged WWTP                                  | \$ 5,591.00          | 354.4               |
| 30           | WWTP Adhesive Anchors                              | \$ 13,163.00         | 354.4               |
| 40           | Set Clearwell                                      | \$ 1,174.00          | 380.4               |
| 50           | Set Headworks Structure                            | \$ 8,338.00          | 354.4               |
| 60           | Yard - 6" SDR-35 PVC - Headworks to WWTP           | \$ 333.00            | 381.4               |
| 70           | Yard - 6" SDR-35 PVC - EQ to Reactors              | \$ 858.00            | 381.4               |
| 80           | Yard - 3" Sch. 80 PVC - Adjustable Supernatant Pip | \$ 555.00            | 381.4               |
| 90           | Yard - 4" Sch. 40 Galvanized - Air                 | \$ 6,723.00          | 381.4               |
| 100          | Yard - 2.5" Sch. 40 Galvanized - Air               | \$ 3,357.00          | 381.4               |
| 110          | Yard - 2" Sch. 40 PVC - Chem. Feed                 | \$ 656.00            | 381.4               |
| 120          | Yard - 4" Sch. 80 PVC Backwash Discharge           | \$ 2,927.00          | 381.4               |
| 130          | Yard - 6" SDR-35 PVC - WWTP to Bldg. Edge          | \$ 86.00             | 381.4               |
| 140          | Yard - 4" Sch. 80 PVC - UV to Discharge            | \$ 1,251.00          | 381.4               |
| 150          | Underslab - 6" SDR-35 PVC to Clearwell             | \$ 637.00            | 354.4               |
| 160          | Underslab - 4" Sch. 40 Galvanized - Air            | \$ 1,864.00          | 354.4               |
| 170          | Underslab - 2.5" Sch. 40 Galvanized - Air          | \$ 1,008.00          | 354.4               |
| 180          | Underslab - 2" Sch. 40 PVC - Chem Feed             | \$ 594.00            | 354.4               |
| 190          | Underslab - 4" Sch. 80 PVC Backwash Discharge      | \$ 929.00            | 354.4               |
| 200          | Underslab - 4" Sch. 80 PVC - UV to Discharge       | \$ 759.00            | 354.4               |
| 210          | Underslab - 4" Sch. 80 PVC - Sampling to Clearwell | \$ 657.00            | 354.4               |
| 220          | Set Blowers  | \$ 971.00            | 380.4               |
| 230          | Set Filter Skid                                    | \$ 581.00            | 380.4               |
| 240          | Set UV Units                                       | \$ 5,196.00          | 380.4               |
| 250          | Set Chemical Feed Equipment                        | \$ 291.00            | 380.4               |
| 260          | Install Pumps in Clearwell                         | \$ 1,162.00          | 371.4               |
| 270          | Process - 2.5" Sch. 40 Galvanized - Air            | \$ 3,026.00          | 380.4               |
| 280          | Process - 2" Sch. 80 PVC - Wetwell to Filters      | \$ 2,280.00          | 380.4               |
| 290          | Process - 4" Sch. 80 PVC - Wetwell to Filters      | \$ 757.00            | 380.4               |
| 300          | Process - 4" Sch. 80 PVC - Backwash from Filters   | \$ 1,404.00          | 380.4               |
| 310          | Process - 1.5" Sch. 80 PVC - To/From UV            | \$ 917.00            | 380.4               |
| 320          | Process - 4" Sch. 80 PVC - Filters to UV           | \$ 1,263.00          | 380.4               |
| 330          | Process - 4" Sch. 80 PVC - UV Effluent             | \$ 1,316.00          | 380.4               |
| 340          | Process - 4" Effluent Flow Meter                   | \$ 5,655.00          | 380.4               |
| 350          | Process - 3/4" Sch. 80 PVC Sample Line             | \$ 683.00            | 380.4               |
| 360          | Process - Effluent Sampling Basin                  | \$ 1,040.00          | 380.4               |
| 370          | Process - 4" Sch. 80 PVC - Effluent Basin to Clear | \$ 600.00            | 380.4               |
| 380          | Provide/Install HVAC Items                         | \$ 4,642.00          | 354.4               |
| 390          | Set Pump Station No. 2                             | \$ 114,781.00        | 354.2               |
| 400          | Pump Station No. 2 - Install Pumps/Controls/Piping | \$ 1,037.00          | 371.2               |
| 410          | Set Pump Station No. 3                             | \$ 19,454.00         | 354.2               |
| 420          | Pump Station No. 3 - Install Pumps/Controls/Piping | \$ 1,037.00          | 371.2               |
| 430          | Startup/Commissioning                              | \$ 9,710.00          | 354.4               |
| 440          | Pump Ex. WWTP Tanks                                | \$ 74,293.00         | 371.4               |
| 450          | Electrical   | \$ 153,281.00        | 355.4               |
| 999          | Submittals (30% Down Payment)                      | See Table 2.1 below  | See Table 2.1 below |
| <b>TOTAL</b> |  | <b>\$ 468,580.00</b> |                     |

**Table 2.1**

| Percent      | Allocation of Submittals (30% Down Payment) | \$ 158,220.00     | NARUC ACCT |
|--------------|---|-------------------|------------|
| 12.7%        | 354.4                                       | 20,136            | 354.4      |
| 5.8%         | 380.4                                       | 9,169             | 380.4      |
| 3.6%         | 381.4                                       | 5,654             | 381.4      |
| 16.1%        | 371.4                                       | 25,478            | 371.4      |
| 28.6%        | 354.2                                       | 45,326            | 354.2      |
| 0.4%         | 371.2                                       | 700               | 371.2      |
| 32.7%        | 355.4                                       | 51,757            | 355.4      |
| <b>Total</b> |   | <b>\$ 158,220</b> |            |

**Total SubContractor - Sikora Brothers Inc.**

**626,800.00**

| <b>Table 3</b> | Engineering Costs | \$ 1,420.00 | 354.4 |
|----------------|-------------------|-------------|-------|
|                |                   |             |       |

**ATTACHMENT A-36**

A. On May 30, 2019, Deer Haven submitted its NPDES Permit application for reissuance to the Department, 879 days late as per 25 Pa. Code § 92a.75a.

B. Deer Haven failed to submit a monthly DMR in a timely manner. Specifically, the following DMR was received by the Department later than the requirements of the NPDES Permit:

| <u>Monitoring Period</u> | <u>Due Date</u> | <u>Date Received</u> |
|--------------------------|-----------------|----------------------|
| May 2019                 | June 28, 2019   | July 10, 2019        |

C. On September 5, 2019, the Department sent an NOV notifying Deer Haven of its failure to pay the 2019 annual fee for the NPDES Permit under the authority of 25 Pa. Code § 92a.62, violation noted in Paragraph A. Said NOV requested payment of the 2019 annual fee within 15 days from the date of this NOV.

D. On October 1, 2019, the Department issued an Administrative Order to Deer Haven. The Administrative Order addressed the violation noted in Paragraph A and required Deer Haven to submit the 2019 annual fee within ten (10) days of this Administrative Order.

E. On September 2, 2020, the Department sent an NOV notifying Deer Haven of its failure to pay the 2020 annual fee for the NPDES Permit under the authority of 25 Pa. Code § 92a.62. Said NOV requested payment of the 2020 annual fee within 15 days from the date of this NOV.

F. On October 7, 2020, the Department issued an Administrative Order to Deer Haven. The Administrative Order addressed the violation noted in Paragraph E and required Deer Haven to submit the 2020 annual fee within ten (10) days of this Administrative Order.

G. Deer Haven failed to submit the TMDL Supplemental DMRs for the 2018 through 2021 monitoring periods in violation of Part C.I.F. of the NPDES Permit.

H. On August 31, 2021, the Department sent an NOV notifying Deer Haven of its failure to pay the 2021 annual fee for the NPDES Permit under the authority of 25 Pa. Code § 92a.62. Said NOV requested payment of the 2021 annual fee within 15 days from the date of this NOV.

I. On October 7, 2021, the Department issued an Administrative Order to Deer Haven. The Administrative Order addressed the violation noted in Paragraph G and required Deer Haven to submit the 2021 annual fee within ten (10) days of this Administrative Order .

J. Deer Haven exceeded the NPDES Permit’s effluent limitations as reported by Deer Haven’s monthly DMRs, as follows:

| <u>Monitoring Period</u> | <u>Parameter</u>                            | <u>Permit Limit</u> | <u>Reported Value</u> |
|--------------------------|---|---------------------|-----------------------|
| July 2019                | Dissolved Oxygen<br><i>Minimum</i>          | 6.0 mg/L            | 5.5 mg/L              |
| July 2019                | CBOD <sub>5</sub><br><i>Average Monthly</i> | 10.0 mg/L           | 19.0 mg/L             |

|                |   |              |              |
|----------------|---|--------------|--------------|
| July 2019      | Ammonia-Nitrogen<br><i>Average Monthly</i>        | 3.0 mg/L     | 13.0 mg/L    |
| July 2019      | Fecal Coliform<br><i>Geometric Mean</i>           | 200/100 mL   | 1,060/100 mL |
| July 2019      | Fecal Coliform<br><i>Instantaneous Max</i>        | 1,000/100 mL | 1,060/100 mL |
| July 2019      | Total Phosphorus<br><i>Average Monthly</i>        | 0.5 mg/L     | 0.96 mg/L    |
| August 2019    | Dissolved Oxygen<br><i>Minimum</i>                | 6.0 mg/L     | 5.6 mg/L     |
| August 2019    | Fecal Coliform<br><i>Geometric Mean</i>           | 200/100 mL   | 238/100 mL   |
| September 2019 | Dissolved Oxygen<br><i>Minimum</i>                | 6.0 mg/L     | 4.8 mg/L     |
| September 2019 | Total Phosphorus<br><i>Average Monthly</i>        | 0.5 mg/L     | 0.8 mg/L     |
| March 2020     | Total Phosphorus<br><i>Average Monthly</i>        | 0.5 mg/L     | <0.7 mg/L    |
| April 2020     | CBOD <sub>5</sub><br><i>Average Monthly</i>       | 10.0 mg/L    | 24.0 mg/L    |
| April 2020     | Total Phosphorus<br><i>Average Monthly</i>        | 0.5 mg/L     | 1.0 mg/L     |
| May 2020       | Total Phosphorus<br><i>Average Monthly</i>        | 0.5 mg/L     | 0.9 mg/L     |
| May 2020       | Ammonia-Nitrogen<br><i>Average Monthly</i>        | 3.0 mg/L     | 15.2 mg/L    |
| June 2020      | Dissolved Oxygen<br><i>Minimum</i>                | 6.0 mg/L     | 3.3 mg/L     |
| June 2020      | Total Phosphorus<br><i>Average Monthly</i>        | 0.5 mg/L     | 1.7 mg/L     |
| July 2020      | Dissolved Oxygen<br><i>Minimum</i>                | 6.0 mg/L     | 3.3 mg/L     |
| July 2020      | Total Phosphorus<br><i>Average Monthly</i>        | 0.5 mg/L     | 5.2 mg/L     |
| August 2020    | Total Phosphorus<br><i>Average Monthly</i>        | 0.5 mg/L     | 0.6 mg/L     |
| September 2020 | Total Phosphorus<br><i>Average Monthly</i>        | 0.5 mg/L     | 4.4 mg/L     |
| January 2021   | Total Phosphorus<br><i>Average Monthly</i>        | 0.5 mg/L     | 4.5 mg/L     |
| March 2021     | Total Phosphorus<br><i>Average Monthly</i>        | 0.5 mg/L     | 3.1 mg/L     |
| July 2021      | Fecal Coliform<br><i>Geometric Mean</i>           | 200/100 mL   | 326/100 mL   |
| July 2021      | Total Phosphorus<br><i>Average Monthly</i>        | 0.5 mg/L     | 3.1 mg/L     |
| December 2021  | Total Residual Chlorine<br><i>Average Monthly</i> | 1.2 mg/L     | 1.4 mg/L     |

|              |  |          |          |
|--------------|--|----------|----------|
| January 2022 | Total Phosphorus<br><i>Average Monthly</i> | 0.5 mg/L | 3.2 mg/L |
|--------------|--|----------|----------|

K. Deer Haven failed to sample in accordance with the required sample frequency as reported by Deer Haven’s monthly DMRs, as follows:

| <u>Monitoring Period</u> | <u>Parameter</u>        | <u>Required Frequency</u> | <u>Reported Frequency</u> |
|--------------------------|-------------------------|---------------------------|---------------------------|
| November 2021            | pH                      | 1/week                    | 3/month                   |
|                          | Dissolved Oxygen        | 1/week                    | 3/month                   |
|                          | Total Residual Chlorine | 1/week                    | 3/month                   |
| February 2022            | Flow                    | 1/week                    | Not Measured              |
|                          | pH                      | 1/week                    | Not Collected             |
|                          | Dissolved Oxygen        | 1/week                    | Not Collected             |
|                          | Total Residual Chlorine | 1/week                    | Not Collected             |
|                          | CBOD <sub>5</sub>       | 1/month                   | Not Collected             |
|                          | Total Suspended Solids  | 1/month                   | Not Collected             |
|                          | Ammonia-Nitrogen        | 1/month                   | Not Collected             |
|                          | Fecal Coliform          | 1/month                   | Not Collected             |
|                          | Total Phosphorus        | 1/month                   | Not Collected             |

L. On May 10, 2022, the Department again conducted a CEI of the WWTP. The Department noted the following violations:

- The Department documented the following operation and maintenance conditions in violation Part B.I.E(2) of the NPDES Permit:
  - o The WWTP is exhibiting rust and corrosion of metal surfaces;
  - o Broken and cracked building supports;
  - o Non-functional return activated sludge lines;
  - o Accumulation of heavy solids in the clarifiers;
  - o Broken airline on clarifier one and;
  - o Accumulation of solids in the inoperative sand filters and chlorine contact tank
  - o Metal surfaces of the treatment plant exhibited rust and corrosion;
  - o Sand filters were found to be inoperable;
  - o Repair of a pipe between the two clarifiers was structurally questionable and;
  - o Skimmers on the front treatment train were inoperable.
  - o A large “boil” was noted in the aeration system of the rear treatment train;
  - o The aeration basin contents appeared extremely thin with the Return Activated Sludge feed almost clear in appearance;

- The structurally questionable pipe repair between the two clarifiers had not been addressed and;
  - Large pieces of debris were observed in the rear treatment aeration basin.
- The Department noted there was no NIST thermometer in the on-site composite sampler to determine whether samples are maintained at the proper temperature in violation of Part A.III.A(4) of the NPDES Permit.
  - The Department noted composite samples collected by Deer Haven are not flow proportional as required by Part A.II. of the NPDES Permit.

M. Deer Haven exceeded the NPDES Permit’s effluent limitations as reported by Deer Haven’s monthly DMRs, as follows:

| <u>Monitoring Period</u> | <u>Parameter</u>                            | <u>Permit Limit</u> | <u>Reported Value</u> |
|--------------------------|---|---------------------|-----------------------|
| July 2022                | Total Phosphorus<br><i>Average Monthly</i>  | 0.5 mg/L            | 0.7 mg/L              |
| March 2024               | CBOD <sub>5</sub><br><i>Average Monthly</i> | 10.0 mg/L           | <12.9 mg/L            |

N. On August 3, 2022, the Department sent an NOV via email notifying Deer Haven of its violations noted in Paragraphs B, F, J, K, and L. Said NOV requested a written response within 15 days of its receipt indicating the cause of the non-compliance and the steps that will be or have been taken in order to ensure future compliance. The Department requested Deer Haven pay all outstanding annual fees within 15 days of receipt of this Notice.

O. On September 7, 2022, the Department sent an NOV notifying Deer Haven of its failure to pay the 2022 annual fee for the NPDES Permit under the authority of 25 Pa. Code § 92a.62. Said NOV requested payment of the 2022 annual fee within 15 days from the date of this NOV.

P. On October 6, 2022, the Department issued an Administrative Order to Deer Haven. The Administrative Order addressed the violation noted in Paragraph O and required Deer Haven to submit the 2022 annual fee within ten (10) days of this Administrative Order.

Q. On December 7, 2022, the Department sent an NOV via mail notifying Deer Haven of its violations noted in Paragraph N. Said NOV requested a written response within 15 days of receipt indicating the cause of the non-compliance and the steps that will be or have been taken to ensure future compliance. The Department requested Deer Haven pay all outstanding annual fees within 15 days of receipt of this Notice.

R. Deer Haven failed to sample in accordance with the required sample frequency as reported by Deer Haven’s monthly DMR, as follows:

| <u>Monitoring Period</u> | <u>Parameter</u>        | <u>Required Frequency</u> | <u>Reported Frequency</u> |
|--------------------------|-------------------------|---------------------------|---------------------------|
| August 2023              | pH                      | 1/week                    | 1/month                   |
|                          | Dissolved Oxygen        | 1/week                    | 1/month                   |
|                          | Total Residual Chlorine | 1/week                    | 1/month                   |

S. On September 6, 2023, the Department sent an NOV notifying Deer Haven of its failure to pay the 2023 annual fee for the NPDES Permit under the authority of 25 Pa. Code § 92a.62. Said NOV requested payment of the 2023 annual fee within 15 days from the date of this NOV.

T. Deer Haven failed to submit the following monthly DMRs in violation of Part A.III.B. of the NPDES Permit:

| <b><u>Monitoring Period</u></b> | <b><u>Due Date</u></b> |
|---------------------------------|------------------------|
| September 2023                  | October 28, 2023       |
| October 2023                    | November 28, 2023      |
| November 2023                   | December 28, 2023      |
| December 2023                   | January 28, 2024       |
| January 2024                    | February 28, 2024      |

U. From September 8, 2023 until February 13, 2024, a period of 159 days, Deer Haven operated and discharged effluent from the WWTP without the WWTP being operated by a certified operator in violation of Part B.I.D.1 of the NPDES Permit.

V. Deer Haven failed to submit written notification of the March 30, 2024 overflow in a timely manner. On April 10, 2024, the Department received Deer Haven's written notification of the SSO, 5 days late as per 25 Pa. Code § 92a.41(b).

W. Deer Haven's failure to provide written notification of the March 30, 2024 overflow within the required timeframe constitutes a violation of 25 Pa. Code § 92a.41(b).

December 8, 2014

Ms. Jo-Ann Rose, Administrator  
Palmyra Township, Pike County  
115 Buehler Lane  
Paupack, PA 18451

Re: Pocono Lakefront  
44,000 GPD  
APS: 858424  
DEP Code No: 2-52910165-3  
Palmyra Township, Pike County

Dear Ms. Rose:

The Department of Environmental Protection (DEP) has reviewed the above referenced proposed Official Plan Revision.

Phase I of the project consists of the construction of 218 townhouses, clubhouse, and a new Wastewater Treatment Plant (WWTP) on a 96.90 parcel located along both sides of Route 507 in Palmyra Township, Pike County. The WWTP will be relocated from the lake side of Route 507 to the opposite side of Route 507; however, the permitted capacity and discharge location will remain the same as currently permitted. All existing collection and conveyance lines located within the Pocono Lakefront Property will be replaced. A low pressure sewage collection system with grinder pumps serving each townhouse unit will be constructed. The total permitted capacity for the treatment plant is 70,000 GPD. The WWTP is currently projected to discharge 23,000 GPD based on the current WWTP hydraulic loading data and projected flow from un-built properties currently included within the current service area. The projected sewage flow for phase I is 44,000 GPD, which is based on 218 townhouses @ 200 GPD/townhouse, and a clubhouse @ 400 GPD. Water will be supplied by the existing public water supply system.

Any future phases proposing additional townhouses must obtain sewage planning approval. In order to document that the WWTP would have capacity for additional townhouses, an analysis of the collection, conveyance and treatment capacities will be required, similar to the analysis required for municipal wastewater treatment facilities by Chapter 94, the Municipal Wasteload Program.

The plan revision consisting of Phase I for 218 townhouses is approved with the following comments:

If there are mapped wetlands within your proposed development, you are hereby notified that an encroachment permit under Title 25, Chapter 105 of the Rules and Regulations of DEP must be obtained from DEP prior to any construction that will encroach on wetlands.

The approved project will require a Water Quality Management (Part II) permit for the construction and operation of the proposed sewage facilities. The permit application must be submitted in the name of the Pocono Lakefront LLC. Issuance of a Part II permit will be based upon a technical evaluation of the permit application and supporting documentation. Starting construction prior to obtaining a permit is a violation of the Clean Streams Law. The Part II permit application can be obtained from DEP's Clean Water Program at the letterhead address, or downloaded from the Internet at [www.dep.state.pa.us/dep/deputate/watermgt/wqp/forms/forms\\_home.htm/](http://www.dep.state.pa.us/dep/deputate/watermgt/wqp/forms/forms_home.htm/)

The Safe Drinking Water Act of Pennsylvania mandates that a permit from DEP is required prior to the construction or modification of a public water system, except for waterline extensions. Contact the regional office of the Safe Drinking Water Program to obtain an application for such required permits.

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, Second Floor, 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 at 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.

**IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.**

**IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717.787.3483) FOR MORE INFORMATION.**

If you have any questions concerning this matter, please call Robert Corby at 570-895-4049.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. J. Brunamonti', with a long horizontal flourish extending to the right.

Michael J. Brunamonti, P.E.  
Program Manager  
Clean Water Program

cc: Pocono Lakefront, LLC  
Deer Haven, LLC  
Kiley Associates, LLC  
Pike County Planning Commission

bcc: Pocono District Office file  
File: RS 537, Palmyra Township, Pike County  
D. Fritz  
R. Stermer  
T. Detweiler, Pocono District Office

MJB:DIF:sp  
WP: R3-9088.doc  
H(Ashare): 12/5/14; T(F)P: 12/8/14

# **ACT 537 PLAN FOR**

PL Utilities, LLC

Township of Palmyra, County of Pike,  
Commonwealth of Pennsylvania

CP Project No. PA100.002

Prepared by:

CB3 Solutions, LLC

&

CP Engineers, LLC

June 2024



TABLE OF CONTENTS

PREFACE

ACT 537 Plan Checklist

Plan Summary

Appendices

Appendix 1, Resolution of Adoption

Appendix 2, Notice to Palmyra Township

Appendix 3, Notice to Pike County

Appendix 4, Public Notification

Appendix 5, Proof of Publication of Public Notice

Appendix 6, Comments from Palmyra Township

Appendix 7, Comments from Pike County

GENERAL PLAN

**Section I Previous Wastewater Planning**

A. Previous Wastewater Planning Efforts (Checklist Items I.A.1 through I.A.4) ..... 2

**Section II Physical Description (Checklist Items II.A through II.G)**

A. Planning Area Boundaries ..... 2-3

B. Physical Characteristics ..... 3

C. Soils Analysis ..... 3-4

D. Geologic Features ..... 5

E. Topography Analysis ..... 5-6

F. Potable Water Supplies ..... 6

G. Wetlands ..... 6-7

**Section III Existing Sewage Facilities in the Planning Area**

A. Existing Sewerage Systems (Checklist Items III.A.1 through III.A.6) ..... 7-11

B. Sewage Disposal Needs Identification (Checklist Items III.B.1 through III.B.5).. 11-12

|   |              |
|---|--------------|
| C. Wastewater Sludge and Septage (Checklist Items III.C.1 through III.C.3).....                                       | 12-13        |
| <b>Section IV Future Growth and Land Development</b>  |              |
| A. Municipal and County Planning Documents<br>(Checklist Items IV.A.1 through IV.A.3) .....                           | 13-15        |
| B. Planning Based on Growth (Checklist Items IV.B.1 through IV.B.5).....  | 15-18        |
| <b>Section V Alternatives to Provide New or Improved Wastewater Disposal Facilities.....</b>                          | <b>18-20</b> |
| <b>Section VI Evaluation of Alternatives....</b> To be added  |              |
| A. Consistency with Previous Planning (Checklist Items VI.A.1 through VI.A.11) ..                                     | 20-22        |
| B. Resolution of Inconsistencies (Checklist Items VI.B) .....   | 23           |
| C. Applicable Water Quality Tests (Checklist Items VI.C) .....  | 23           |
| D. Detailed Cost Estimates and Present Worth Analysis (Checklist Items VI.D) .....                                    | 24-26        |
| E. Funding Methods (Checklist Items VI.E) .....   | 26           |
| F. Immediate or Phased Implementation of Alternative .....  | 26           |
| (Checklist Items VI.F.1 and VI.F.2)   |              |
| G. Administrative Organizations and Legal Authority Necessary .....   | 27           |
| For Plan Implementation (Checklist Items VI.G.1)  |              |
| <b>Section VII Institutional Evaluation (Checklist Items VII.A.1 through VII.D.1).....</b>                            | <b>27</b>    |
| <b>Section VIII Implementation Schedule and Justification For Selected Technical &amp; Institutional Alternatives</b> |              |
| A. Identified Alternative (Checklist Items VIII.A.1 through VIII.A.7) .....   | 27-29        |
| B. Capital Financing Plan (Checklist Items VIII.B) .....  | 29           |
| C. Implementation Schedule (Checklist Items VIII.C) .....   | 29-30        |
| <b>Section IX Environmental Report (ER) Generated from UER (Checklist Items IX.A) ...</b>                             | <b>30</b>    |
| <b>ATTACHMENTS</b>  |              |
| <b>Attachment 1, 12/8/14 DEP Approval Letter.....</b>   | <b>31</b>    |
| <b>Attachment 2, Draft Consent Order and Agreement.....</b>   | <b>32</b>    |

|  |           |
|--|-----------|
| <b>Attachment 3, Pike County, GIS – Planning Area Map.....</b>                                       | <b>33</b> |
| <b>Attachment 4, Pocono Lakefront Townhomes – Phase 1, Revised 1/3/2021.....</b>                     | <b>34</b> |
| <b>Attachment 5, Lake Wallenpaupack Watershed.....</b>   | <b>35</b> |
| <b>Attachment 6, Custom Soil Resource Report For Pike County, Pennsylvania.....</b>                  | <b>36</b> |
| <b>Attachment 7, Geological Features Map.....</b>  | <b>37</b> |
| <b>Attachment 8, U.S Department Of The Interior U.S. Geological Survey.....</b>                      | <b>38</b> |
| <b>Attachment 9, Planning Area Wetland.....</b>  | <b>39</b> |
| <b>Attachment 10, Deer Haven LLC, Wastewater Treatment Plant Process Schematic.....</b>              | <b>40</b> |
| <b>Attachment 11, Pocono Lakefront Wastewater Treatment Plant Process Flow<br/>Diagram.....</b>      | <b>41</b> |
| <b>Attachment 12, National Flood Hazard Layer Firmette.....</b>                                      | <b>42</b> |
| <b>Attachment 13, Zoning Districts of Palmyra Township, Pike County Pennsylvania<br/>(2015).....</b> | <b>43</b> |
| <b>Attachment 14, Pike County Residential Developments.....</b>                                      | <b>44</b> |
| <b>Attachment 15, Pennsylvania National Heritage Program Environmental Review.....</b>               | <b>45</b> |
| <b>Attachment 16, Pennsylvania Historical And Museum Commission Review.....</b>                      | <b>46</b> |
| <b>Attachment 17, Present Worth Analysis.....</b>  | <b>47</b> |
| <b>Attachment 18, Rehabilitation of Deer Haven Process Diagram.....</b>                              | <b>48</b> |



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF CLEAN WATER

## INSTRUCTIONS FOR COMPLETING ACT 537 PLAN CONTENT AND ENVIRONMENTAL ASSESSMENT CHECKLIST

*Remove and recycle these instructions prior to submission.*

### CHECKLIST INSTRUCTIONS

These instructions are designed to assist the applicant in completing the *Act 537 Plan Content and Environmental Assessment Checklist*.

This checklist is composed of three parts: one for "General Information," one for "Administrative Completeness," and one for "General Plan Content". A plan must be **administratively complete** in order to be formally reviewed by the Department of Environmental Protection (DEP). The "General Plan Content" portion of the checklist identifies each of the issues that must be addressed in your Act 537 Plan Update based on the pre-planning meeting between you and/or your consultant and DEP.

Use the right-hand column blanks in the checklist to identify the page in the plan on which each planning issue is found or to reference a previously approved update or special study (title and page number).

If you determine a planning issue is not applicable even though it was previously thought to be needed, please explain your decision within the text of the plan (or as a footnote) and indicate the page number where this documentation is found.

When information required as part of an official plan update revision has been developed separately or in a previous update revision, incorporate the information by reference to the planning document and page.

For specific details covering the Act 537 planning requirements, refer to 25 *Pa. Code* Chapters 71 and 73 of DEP's regulations.

Wastewater projects proposing funding through the following sources must prepare an "Environmental Report" as described in the Uniform Environmental Review (UER) process and include it with the plan submission designated as "Plan-Appendix A". The following funding programs use the UER process.

- The Clean Water State Revolving Loan Fund (PENNVEST, DEP, EPA)
- The RUS Water and Waste Disposal Grant and Loan Program (USDA-RD)
- The Community Development Block Grant Program (DCED, HUG)
- Other Federal Funding Efforts (EPA)

The checklist items or portions of checklist items required in the Act 537 Plan Update revision and that are also included in the UER process are indicated by **shading**. Most of the "Environmental Report" document may be constructed from the Act 537 Official Plan Update revision by using "copy & paste" techniques. The technical guidance document *Guidelines for the Uniform Environmental Review Process in Pennsylvania* (381-5511-111) is available electronically in DEP's eLibrary online at [www.dep.pa.gov](http://www.dep.pa.gov).

After Municipal Adoption by Resolution, submit 3 copies of the plan, any attachments or addenda and this checklist to DEP.

A copy of this completed checklist must be included with your Act 537 plan. DEP will use the "DEP USE ONLY" column during the completeness evaluation of the plan. This column may also be used by DEP during the pre-planning meeting with the municipality to identify planning elements that are not required to be included in the plan.



## ACT 537 PLAN CONTENT AND ENVIRONMENTAL ASSESSMENT CHECKLIST

### PART 1 GENERAL INFORMATION

#### A. Project Information

1. Project Name PL Utilities, LLC WWTP Act 537 Plan

2. Brief Project Description PL Utilities, LLC is looking to switch to a new wastewater treatment plant to replace the outdated Deer Haven wastewater treatment plant.

#### B. Client (Municipality) Information

|   |                        |                          |                          |                                     |
|---|------------------------|--------------------------|--------------------------|-------------------------------------|
| Municipality Name                             | County                 | City                     | Boro                     | Twp                                 |
| Palmyra                                       | Pike                   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Municipality Contact Individual - Last Name   | First Name             | MI                       | Suffix                   | Title                               |
| Additional Individual Last Name               | First Name             | MI                       | Suffix                   | Title                               |
| Municipality Mailing Address Line 1<br>RT 507 | Mailing Address Line 2 |                          |                          |                                     |
| Address Last Line -- City                     | State                  | ZIP+4                    |                          |                                     |
| Greentown                                     | PA                     | 18426                    |                          |                                     |
| Phone + Ext.                                  | FAX (optional)         | Email (optional)         |                          |                                     |

#### C. Site Information

|  |                               |
|--|-------------------------------|
| Site (or Project) Name<br>PL Utilities, LLC WWTP Act 537<br>Plan | (Municipal Name) Act 537 Plan |
| Site Location Line 1<br>RT 507                                   | Site Location Line 2          |

#### D. Project Consultant Information

|   |   |            |         |
|---|---|------------|---------|
| Last Name                                 | First Name                                  | MI         | Suffix  |
| Book                                      | Brian                                       | L          | PE      |
| Title                                     | Consulting Firm Name<br>CB3 Solutions, LLC. |            |         |
| Mailing Address Line 1<br>1161 Seibert Rd | Mailing Address Line 2                      |            |         |
| Address Last Line -- City                 | State                                       | ZIP+4      | Country |
| Bellefonte                                | PA  | 16823-8572 | PA      |
| Email<br>Brian@CB3solutions.com           | Phone + Ext.<br>814-470-0778                | FAX        |         |

**PART 2 ADMINISTRATIVE COMPLETENESS CHECKLIST**

| DEP Use Only | Indicate Page #(s) in Plan | In addition to the main body of the plan, the plan must include items one through eight listed below to be accepted for formal review by DEP. Incomplete plans may be <b>denied</b> unless the municipality is clearly requesting an advisory review.  |
|--------------|----------------------------|--|
| _____        | <u>TOC 1-3</u>             | <ol style="list-style-type: none"> <li>1. <b>Table of Contents</b></li> <li>2. <b>Plan Summary</b></li> </ol>  |
| _____        | Summary-<br><u>1</u>       | A. Identify the proposed service areas and major problems evaluated in the plan. (Reference - 25 Pa. Code §71.21(a)(7)(i)).  |
| _____        | Summary-<br><u>1</u>       | B. Identify the alternative(s) chosen to solve the problems and serve the areas of need identified in the plan. Also, include any institutional arrangements necessary to implement the chosen alternative(s). (Reference - 25 Pa. Code §71.21(a)(7)(ii)).   |
| _____        | Summary-<br><u>1</u>       | C. Present the estimated cost of implementing the proposed alternative (including the user fees) and the proposed funding method to be used. (Reference - 25 Pa. Code §71.21(a)(7)(ii)).   |
| _____        | Summary-<br><u>1</u>       | D. Identify the municipal commitments necessary to implement the Plan. (Reference - 25 Pa. Code §71.21(a)(7)(iii)).  |
| _____        | Summary-<br><u>2</u>       | E. Provide a schedule of implementation for the project that identifies the <b>major</b> milestones with dates necessary to accomplish the project to the point of operational status. (Reference - 25 Pa. Code §71.21(a)(7)(iv)).   |
| _____        | Summary-<br><u>2</u>       | 3. <b>Municipal Adoption: <i>Original</i></b> , signed and sealed Resolution of Adoption by the municipality which contains, at a minimum, alternatives chosen and a commitment to implement the Plan in accordance with the implementation schedule. (Reference - 25 Pa. Code §71.31(f)) Section V.F. of the Planning Guide.  |
| _____        | Summary-<br><u>2</u>       | 4. <b>Planning Commission / County Health Department Comments:</b> Evidence that the municipality has requested, reviewed and considered comments by appropriate official planning agencies of the municipality, planning agencies of the county, planning agencies with area wide jurisdiction (where applicable), and any existing county or joint county departments of health. (Reference - 25 Pa. Code §71.31(b)) Section V.E.1 of the Planning Guide.  |
| _____        | Summary-<br><u>2</u>       | 5. <b>Publication:</b> Proof of Public Notice which documents the proposed plan adoption, plan summary, and the establishment and conduct of a 30-day comment period. (Reference - 25 Pa. Code §71.31(c)) Section V.E.2 of the Planning Guide.   |
| _____        | Summary-<br><u>3</u>       | 6. <b>Comments and Responses:</b> Copies of <b>all</b> written comments received and municipal response to <b>each</b> comment in relation to the proposed plan. (Reference - 25 Pa. Code §71.31(c)) Section V.E.2 of the Planning Guide.  |
| _____        | Summary-<br><u>3</u>       | 7. <b>Implementation Schedule:</b> A complete project implementation schedule with milestone dates specific for each existing and future area of need. Other activities in the project implementation schedule should be indicated as occurring a finite number of days from a major milestone. (Reference - 25 Pa. Code §71.31(d)) Section V.F. of the Planning Guide. Include dates for the future initiation of feasibility evaluations in the project's implementation schedule for areas proposing completion of sewage facilities for planning periods in excess of five years. (Reference - 25 Pa. Code §71.21(c)). |
| _____        | Summary-<br><u>3</u>       | 8. <b>Consistency Documentation:</b> Documentation indicating that the appropriate agencies have received, reviewed and concurred with the method proposed to resolve identified inconsistencies within the proposed alternative and consistency requirements in 25 Pa. Code §71.21.(a)(5)(i-iii). (Reference - 25 Pa. Code §71.31(e)). Appendix B of the Planning Guide.  |

**PART 3 GENERAL PLAN CONTENT CHECKLIST**

| DEP Use Only | Indicate Page #(s) in Plan | Item Required  |
|--------------|----------------------------|--|
| _____        | <u>2</u>                   | <b>I. Previous Wastewater Planning</b>   |
| _____        |                            | A. Identify, describe and briefly analyze all past wastewater planning for its impact on the current planning effort:  |
| _____        | <u>2</u>                   | 1. Previously undertaken under the Pennsylvania Sewage Facilities Act (Act). (Reference - Act 537, 35 P.S. §750.5(d)(1)).  |
| _____        | <u>2</u>                   | 2. Has not been carried out according to an approved implementation schedule contained in the plans. (Reference - 25 Pa. Code §71.21(a)(5)(i)(A-D)). Section V.F of the Planning Guide.  |
| _____        | <u>2</u>                   | 3. Is anticipated or planned by applicable sewer authorities or approved under a Chapter 94 Corrective Action Plan. (Reference - 25 Pa. Code §71.21(a)(5)(i)(A&B)). Section V.D. of the Planning Guide.  |
| _____        | <u>2</u>                   | 4. Through planning modules for new land development, planning “exemptions” and addenda. (Reference - 25 Pa. Code §71.21(a)(5)(i)(A)).   |
| _____        | <u>2-7</u>                 | <b>II. Physical and Demographic Analysis utilizing written description and mapping</b> (All items listed below require maps, and all maps should show all current lots and structures and be of appropriate scale to clearly show significant information).  |
| _____        | <u>2-3</u>                 | A. Identification of planning area(s), municipal boundaries, Sewer Authority/Management Agency service area boundaries. (Reference – 25 Pa. Code §71.21(a)(1)(i)).   |
| _____        | <u>3</u>                   | B. Identification of physical characteristics (streams, lakes, impoundments, natural conveyance, channels, drainage basins in the planning area). (Reference - 25 Pa. Code §71.21(a)(1)(ii)).  |
| _____        | <u>3-4</u>                 | C. Soils - Analysis with description by soil type and soils mapping for areas not presently served by sanitary sewer service. Show areas suitable for in-ground onlot systems, elevated sand mounds, individual residential spray irrigation systems (IRSIS), and areas unsuitable for soil dependent systems. (Reference - 25 Pa. Code §71.21(a)(1)(iii)). Show Prime Agricultural Soils and any locally protected agricultural soils. (Reference - 25 Pa. Code §71.21(a)(1)(iii)).   |
| _____        | <u>5</u>                   | D. Geologic Features - (1) Identification through analysis, (2) mapping and (3) their relation to existing or potential nitrate-nitrogen pollution and drinking water sources. Include areas where existing nitrate-nitrogen levels are in excess of 5 mg/L. (Reference - 25 Pa. Code §71.21(a)(1)(iii)).  |
| _____        | <u>5-6</u>                 | E. Topography - Depict areas with slopes that are suitable for conventional systems; slopes that are suitable for elevated sand mounds and slopes that are unsuitable for onlot systems. (Reference - 25 Pa. Code §71.21(a)(1)(ii)).   |
| _____        | <u>6</u>                   | F. Potable Water Supplies - Identification through mapping, description and analysis. Include public water supply service areas and available public water supply capacity and aquifer yield for groundwater supplies. (Reference - 25 Pa. Code §71.21(a)(1)(vi)). Section V.C. of the Planning Guide.   |
| _____        | <u>6-7</u>                 | G. Wetlands-Identify wetlands as defined in 25 Pa. Code Chapter 105 by description, analysis and mapping. Include National Wetland Inventory mapping and potential wetland areas per the United States Department of Agricultural (USDA) Natural Resources Conservation Service (NRCS) mapped hydric soils. Proposed collection, conveyance and treatment facilities and lines must be located and labeled, along with the identified wetlands, on the map. (Reference - 25 Pa. Code §71.21(a)(1)(v)). Appendix B, Section II.I of the Planning Guide. |

- \_\_\_\_\_ 7-11 III. **Existing Sewage Facilities in the Planning Area - Identifying the Existing Needs**
- A. Identify, map and describe municipal and non-municipal, individual and community sewerage systems in the planning area including:
- \_\_\_\_\_ 7-8 1. Location, size and ownership of treatment facilities, main intercepting lines, pumping stations and force mains including their size, capacity, point of discharge. Also include the name of the receiving stream, drainage basin, and the facility's effluent discharge requirements. (Reference - 25 Pa. Code §71.21(a)(2)(i)(A)).
- \_\_\_\_\_ 8-10 2. A narrative and schematic diagram of the facility's basic treatment processes including the facility's National Pollutant Discharge Elimination System (NPDES) permitted capacity, and the Clean Streams Law permit number. (Reference - 25 Pa. Code §71.21(a)(2)(i)(A)).
- \_\_\_\_\_ 10 3. A description of problems with existing facilities (collection, conveyance and/or treatment), including existing or projected overload under 25 Pa. Code Chapter 94 (relating to municipal wasteload management) or violations of the NPDES permit, Clean Streams Law permit, or other permit, rule or regulation of DEP. (Reference - 25 Pa. Code §71.21(a)(2)(i)(B)).
- \_\_\_\_\_ 10 4. Details of scheduled or in-progress upgrading or expansion of treatment facilities and the anticipated completion date of the improvements. Discuss any remaining reserve capacity and the policy concerning the allocation of reserve capacity. Also discuss the compatibility of the rate of growth to existing and proposed wastewater treatment facilities. (Reference - 25 Pa. Code §71.21(a)(4)(i & ii)).
- \_\_\_\_\_ 11 5. A detailed description of the municipality's operation and maintenance (O & M) requirements for small flow treatment facility systems, including the status of past and present compliance with these requirements and any other requirements relating to sewage management programs (SMPs). (Reference - 25 Pa. Code §71.21(a)(2)(i)(C)).
- \_\_\_\_\_ 11 6. Disposal areas, if other than stream discharge, and any applicable groundwater limitations. (Reference - 25 Pa. Code §71.21(a)(4)(i & ii)).
- \_\_\_\_\_ 11-12 B. Using DEP's publication titled *Act 537 Sewage Disposal Needs Identification* (3800-BK-DEP1949), identify, map and describe areas that utilize individual and community onlot sewage disposal and, unpermitted collection and disposal systems ("wildcat" sewers, borehole disposal, etc.) and retaining tank systems in the planning area including:
- \_\_\_\_\_ 11 1. The types of onlot systems in use. (Reference - 25 Pa. Code §71.21(a)(2)(ii)(A)).
- \_\_\_\_\_ 11 2. A sanitary survey complete with description, map and tabulation of documented and potential public health, pollution, and operational problems (including malfunctioning systems) with the systems, including violations of local ordinances, the Act, the Clean Stream Law or regulations promulgated thereunder. (Reference - 25 Pa. Code §71.21(a)(2)(ii)(B)).
- \_\_\_\_\_ 11-12 3. A comparison of the types of onlot sewage systems installed in an area with the types of systems which are appropriate for the area according to soil, geologic conditions, topographic limitations sewage flows, and 25 Pa. Code Chapter 73 (relating to standards for sewage disposal facilities). (Reference - 25 Pa. Code §71.21(a)(2)(ii)(C)).
- \_\_\_\_\_ 12 4. An individual water supply survey to identify possible contamination by malfunctioning onlot sewage disposal systems consistent with DEP's *Act 537 Sewage Disposal Needs Identification* publication. (Reference - 25 Pa. Code §71.21(a)(2)(ii)(B)).

|               |              |   |
|---------------|--------------|---|
| <u>      </u> | <u>12</u>    | 5. Detailed description of O & M requirements of the municipality for individual and small volume community onlot systems, including the status of past and present compliance with these requirements and any other requirements relating to SMPs. (Reference - 25 Pa. Code §71.21(a)(2)(i)(C)).   |
| <u>      </u> | <u>12-13</u> | C. Identify wastewater sludge and septage generation, transport and disposal methods. Include this information in the sewage facilities alternative analysis including:   |
| <u>      </u> | <u>12</u>    | 1. Location of sources of wastewater sludge or septage (Septic tanks, holding tanks, wastewater treatment facilities). (Reference – 25 Pa. Code §71.71).  |
| <u>      </u> | <u>12</u>    | 2. Quantities of the types of sludges or septage generated. (Reference - 25 Pa. Code §71.71).   |
| <u>      </u> | <u>12-13</u> | 3. Present disposal methods, locations, capacities and transportation methods. (Reference - 25 Pa. Code §71.71).  |
| <u>      </u> | <u>13-15</u> | <b>IV. Future Growth and Land Development</b>   |
|               |              | A. Identify and briefly summarize all municipal and county planning documents adopted pursuant to the Pennsylvania Municipalities Planning Code (Act 247) including:  |
| <u>      </u> | <u>13</u>    | 1. All land use plans and zoning maps that identify residential, commercial, industrial, agricultural, recreational and open space areas. (Reference - 25 Pa. Code §71.21(a)(3)(iv)).   |
| <u>      </u> | <u>13-14</u> | 2. Zoning or subdivision regulations that establish lot sizes predicated on sewage disposal methods. (Reference – 25 Pa. Code §71.21(a)(3)(iv)).  |
| <u>      </u> | <u>14-15</u> | 3. All limitations and plans related to floodplain and stormwater management and special protection (25 Pa. Code Chapter 93) areas. (Reference - 25 Pa. Code §71.21(a)(3)(iv)) Appendix B, Section II.F of the Planning Guide.  |
| <u>      </u> | <u>15-18</u> | B. Delineate and describe the following through map, text and analysis.   |
| <u>      </u> | <u>15</u>    | 1. Areas with existing development or plotted subdivisions. Include the name, location, description, total number of equivalent dwelling units (EDUs) in development, total number of EDUs currently developed and total number of EDUs remaining to be developed (include time schedule for EDUs remaining to be developed). (Reference - 25 Pa. Code §71.21(a)(3)(i)).  |
| <u>      </u> | <u>15</u>    | 2. Land use designations established under the Pennsylvania Municipalities Planning Code (35 P.S. 10101-11202), including residential, commercial and industrial areas. (Reference - 25 Pa. Code §71.21(a)(3)(ii)). Include a comparison of proposed land use as allowed by zoning and existing sewage facility planning. (Reference - 25 Pa. Code §71.21(a)(3)(iv)).   |
| <u>      </u> | <u>15-17</u> | 3. Future growth areas with population and EDU projections for these areas using historical, current and future population figures and projections of the municipality. Discuss and evaluate discrepancies between local, county, state and federal projections as they relate to sewage facilities. (Reference - 25 Pa. Code §71.21(a)(1)(iv) and (a)(3)(iii)).  |
| <u>      </u> | <u>17-18</u> | 4. Zoning, and/or subdivision regulations; local, county or regional comprehensive plans; and existing plans of any other agency relating to the development, use and protection of land and water resources with special attention to: (Reference - 25 Pa. Code §71.21(a)(3)(iv)).<br>--public ground/surface water supplies<br>--recreational water use areas<br>--groundwater recharge areas<br>--industrial water use<br>--wetlands |

\_\_\_\_\_ 18 5. Sewage planning necessary to provide adequate wastewater treatment for 5 and 10-year future planning periods based on projected growth of existing and proposed wastewater collection and treatment facilities. (Reference - 25 Pa. Code §71.21(a)(3)(v)).

\_\_\_\_\_ 18-20 **V. Identify Alternatives to Provide New or Improved Wastewater Disposal Facilities**

\_\_\_\_\_ 18-20 A. Conventional collection, conveyance, treatment and discharge alternatives including:

\_\_\_\_\_ 18-20 1. The potential for regional wastewater treatment. (Reference - 25 Pa. Code §71.21(a)(4)).

\_\_\_\_\_ 18-20 2. The potential for extension of existing municipal or non-municipal sewage facilities to areas in need of new or improved sewage facilities. (Reference - 25 Pa. Code §71.21(a)(4)(i)).

\_\_\_\_\_ 18-20 3. The potential for the continued use of existing municipal or non-municipal sewage facilities through one or more of the following: (Reference - 25 Pa. Code §71.21(a)(4)(ii)).

\_\_\_\_\_ 18-20 a. Repair. (Reference - 25 Pa. Code §71.21(a)(4)(ii)(A)).

\_\_\_\_\_ 18-20 b. Upgrading. (Reference - 25 Pa. Code §71.21(a)(4)(ii)(B)).

\_\_\_\_\_ 18-20 c. Reduction of hydraulic or organic loading to existing facilities. (Reference - 25 Pa. Code §71.71).

\_\_\_\_\_ 18-20 d. Improved O & M. (Reference - 25 Pa. Code §71.21(a)(4)(ii)(C)).

\_\_\_\_\_ 18-20 e. Other applicable actions that will resolve or abate the identified problems. (Reference - 25 Pa. Code §71.21(a)(4)(ii)(D)).

\_\_\_\_\_ 18-20 4. Repair or replacement of existing collection and conveyance system components. (Reference - 25 Pa. Code §71.21(a)(4)(ii)(A)).

\_\_\_\_\_ 18-20 5. The need for construction of new community sewage systems including sewer systems and/or treatment facilities. (Reference - 25 Pa. Code §71.21(a)(4)(iii)).

\_\_\_\_\_ 18-20 6. Use of innovative/alternative methods of collection/conveyance to serve needs areas using existing wastewater treatment facilities. (Reference - 25 Pa. Code §71.21(a)(4)(ii)(B)).

\_\_\_\_\_ 18-20 B. The use of individual sewage disposal systems including IRSIS systems based on:

\_\_\_\_\_ 18-20 1. Soil and slope suitability. (Reference - 25 Pa. Code §71.21(a)(2)(ii)(C)).

\_\_\_\_\_ 18-20 2. Preliminary hydrogeologic evaluation. (Reference - 25 Pa. Code §71.21(a)(2)(ii)(C)).

\_\_\_\_\_ 18-20 3. The establishment of a SMP. (Reference - 25 Pa. Code §71.21(a)(4)(iv)). See also Part "F" below.

\_\_\_\_\_ 18-20 4. The repair, replacement or upgrading of existing malfunctioning systems in areas suitable for onlot disposal considering: (Reference - 25 Pa. Code §71.21(a)(4)).

\_\_\_\_\_ 18-20 a. Existing technology and sizing requirements of 25 Pa. Code Chapter 73. (Reference - 25 Pa. Code §73.31-§73.72).

\_\_\_\_\_ 18-20 b. Use of expanded absorption areas or alternating absorption areas. (Reference - 25 Pa. Code §73.16).

\_\_\_\_\_ 18-20 c. Use of water conservation devices. (Reference - 25 Pa. Code §71.73(b)(2)(iii)).

- \_\_\_\_\_ 18-20 C. The use of small flow sewage treatment facilities or package treatment facilities to serve individual homes or clusters of homes with consideration of: (Reference - 25 Pa. Code §71.64(d)).
- \_\_\_\_\_ 18-20 1. Treatment and discharge requirements. (Reference - 25 Pa. Code §71.64(d)).
- \_\_\_\_\_ 18-20 2. Soil suitability. (Reference - 25 Pa. Code §71.64(c)(1)).
- \_\_\_\_\_ 18-20 3. Preliminary hydrogeologic evaluation. (Reference - 25 Pa. Code §71.64(c)(2)).
- \_\_\_\_\_ 18-20 4. Municipal, Local Agency or other controls over O & M requirements through a SMP. (Reference - 25 Pa. Code §71.64(d)). See Part "F" below.
- \_\_\_\_\_ 18-20 D. The use of community land disposal alternatives including:
- \_\_\_\_\_ 18-20 1. Soil and site suitability. (Reference - 25 Pa. Code §71.21(a)(2)(ii)(C)).
- \_\_\_\_\_ 18-20 2. Preliminary hydrogeologic evaluation. (Reference - 25 Pa. Code §71.21(a)(2)(ii)(C)).
- \_\_\_\_\_ 18-20 3. Municipality, Local Agency or other controls over O & M requirements through a SMP. (Reference - 25 Pa. Code §71.21(a)(2)(ii)(C)). See Part "F" below.
- \_\_\_\_\_ 18-20 4. The rehabilitation or replacement of existing malfunctioning community land disposal systems. (See Part "V", B, 4, a, b, c above). See also Part "F" below.
- \_\_\_\_\_ 18-20 E. The use of retaining tank alternatives on a temporary or permanent basis including: (Reference - 25 Pa. Code §71.21(a)(4)).
- \_\_\_\_\_ 18-20 1. Commercial, residential and industrial use. (Reference - 25 Pa. Code §71.63(e)).
- \_\_\_\_\_ 18-20 2. Designated conveyance facilities (pumper trucks). (Reference - 25 Pa. Code §71.63(b)(2)).
- \_\_\_\_\_ 18-20 3. Designated treatment facilities or disposal site. (Reference - 25 Pa. Code §71.63(b)(2)).
- \_\_\_\_\_ 18-20 4. Implementation of a retaining tank ordinance by the municipality. (Reference - 25 Pa. Code §71.63(c)(3)). See Part "F" below.
- \_\_\_\_\_ 18-20 5. Financial guarantees when retaining tanks are used as an interim sewage disposal measure. (Reference - 25 Pa. Code §71.63(c)(2)).
- \_\_\_\_\_ 18-20 F. SMPs to assure the future O & M of existing and proposed sewage facilities through:
- \_\_\_\_\_ 18-20 1. Municipal ownership or control over the O & M of individual onlot sewage disposal systems, small flow treatment facilities, or other traditionally non-municipal treatment facilities. (Reference - 25 Pa. Code §71.21(a)(4)(iv)).
- \_\_\_\_\_ 18-20 2. Required inspection of sewage disposal systems on a schedule established by the municipality. (Reference - 25 Pa. Code §71.73(b)(1)).
- \_\_\_\_\_ 18-20 3. Required maintenance of sewage disposal systems including septic and aerobic treatment tanks and other system components on a schedule established by the municipality. (Reference - 25 Pa. Code §71.73(b)(2)).
- \_\_\_\_\_ 18-20 4. Repair, replacement or upgrading of malfunctioning onlot sewage systems. (Reference - 25 Pa. Code §71.21(a)(4)(iv) and §71.73(b)(5)) through:
- \_\_\_\_\_ 18-20 a. Aggressive pro-active enforcement of ordinances that require O & M and prohibit malfunctioning systems. (Reference - 25 Pa. Code §71.73(b)(5)).
- \_\_\_\_\_ 18-20 b. Public education programs to encourage proper O & M and repair of sewage disposal systems.
- \_\_\_\_\_ 18-20 5. Establishment of joint municipal SMPs. (Reference - 25 Pa. Code

- \_\_\_\_\_ §71.73(b)(8)).
- \_\_\_\_\_ 18-20 6. Requirements for bonding, escrow accounts, management agencies or associations to assure O & M for non-municipal facilities. (Reference - 25 Pa. Code §71.71).
- \_\_\_\_\_ 18-20 G. Non-structural comprehensive planning alternatives that can be undertaken to assist in meeting existing and future sewage disposal needs including: (Reference - 25 Pa. Code §71.21(a)(4)).
- \_\_\_\_\_ 18-20 1. Modification of existing comprehensive plans involving:
- \_\_\_\_\_ 18-20 a. Land use designations. (Reference - 25 Pa. Code §71.21(a)(4)).
- \_\_\_\_\_ 18-20 b. Densities. (Reference - 25 Pa. Code §71.21(a)(4)).
- \_\_\_\_\_ 18-20 c. Municipal ordinances and regulations. (Reference - 25 Pa. Code §71.21(a)(4)).
- \_\_\_\_\_ 18-20 d. Improved enforcement. (Reference - 25 Pa. Code §71.21(a)(4)).
- \_\_\_\_\_ 18-20 e. Protection of drinking water sources. (Reference - 25 Pa. Code §71.21(a)(4)).
- \_\_\_\_\_ 18-20 2. Consideration of a local comprehensive plan to assist in producing sound economic and consistent land development. (Reference - 25 Pa. Code §71.21(a)(4)).
- \_\_\_\_\_ 18-20 3. Alternatives for creating or changing municipal subdivision regulations to assure long-term use of on-site sewage disposal that consider lot sizes and protection of replacement areas. (Reference - 25 Pa. Code §71.21(a)(4)).
- \_\_\_\_\_ 18-20 4. Evaluation of existing local agency programs and the need for technical or administrative training. (Reference - 25 Pa. Code §71.21(a)(4)).
- \_\_\_\_\_ 18-20 H. A no-action alternative which includes discussion of both short-term and long-term impacts on: (Reference - 25 Pa. Code §71.21(a)(4)).
- \_\_\_\_\_ 18-20 1. Water quality/public health. (Reference - 25 Pa. Code §71.21(a)(4)).
- \_\_\_\_\_ 18-20 2. Growth potential (residential, commercial, industrial). (Reference - 25 Pa. Code §71.21(a)(4)).
- \_\_\_\_\_ 18-20 3. Community economic conditions. (Reference - 25 Pa. Code §71.21(a)(4)).
- \_\_\_\_\_ 18-20 4. Recreational opportunities. (Reference - 25 Pa. Code §71.21(a)(4)).
- \_\_\_\_\_ 18-20 5. Drinking water sources. (Reference - 25 Pa. Code §71.21(a)(4)).
- \_\_\_\_\_ 18-20 6. Other environmental concerns. (Reference - 25 Pa. Code §71.21(a)(4)).
- \_\_\_\_\_ 20-22 **VI. Evaluation of Alternatives**
- \_\_\_\_\_ A. Technically feasible alternatives identified in Section V of this checklist must be evaluated for consistency with respect to the following: (Reference - 25 Pa. Code §71.21(a)(5)(i)).
- \_\_\_\_\_ 20 1. Applicable plans developed and approved under **Sections 4 and 5 of the Clean Streams Law or Section 208 of the Clean Water Act** (33 U.S.C.A. 1288). (Reference - 25 Pa. Code §71.21(a)(5)(i)(A)). Appendix B, Section II.A of the Planning Guide.
- \_\_\_\_\_ 20-21 2. Municipal wasteload management **Corrective Action Plans or Annual Reports** developed under 25 Pa. Code Chapter 94. (Reference - 25 Pa. Code §71.21(a)(5)(i)(B)). The municipality's recent Wasteload Management (25 Pa. Code Chapter 94) Reports should be examined to determine if the proposed alternative is consistent with the recommendations and findings of the report. Appendix B, Section II.B of the Planning Guide.
- \_\_\_\_\_ 21 3. Plans developed under **Title II of the Clean Water Act** (33 U.S.C.A.

1281-1299) or **Titles II and VI of the Water Quality Act of 1987** (33 U.S.C.A 1251-1376). (Reference - 25 Pa. Code §71.21(a)(5)(i)(C)). Appendix B, Section II.E of the Planning Guide.

- |       |              |   |
|-------|--------------|---|
| _____ | <u>21</u>    | 4. <b>Comprehensive plans</b> developed under the Pennsylvania Municipalities Planning Code. (Reference - 25 Pa. Code §71.21(a)(5)(i)(D)). The municipality's comprehensive plan must be examined to assure that the proposed wastewater disposal alternative is consistent with land use and all other requirements stated in the comprehensive plan. Appendix B, Section II.D of the Planning Guide.  |
| _____ | <u>21</u>    | 5. <b>Antidegradation requirements</b> as contained in 25 Pa. Code Chapters 93, 95 and 102 (relating to water quality standards, wastewater treatment requirements and erosion control) and the Clean Water Act. (Reference - 25 Pa. Code §71.21(a)(5)(i)(E)). Appendix B, Section II.F of the Planning Guide.  |
| _____ | <u>21</u>    | 6. <b>State Water Plans</b> developed under the Water Resources Planning Act (42 U.S.C.A. 1962-1962 d-18). (Reference - 25 Pa. Code §71.21(a)(5)(i)(F)). Appendix B, Section II.C of the Planning Guide.  |
| _____ | <u>21</u>    | 7. <b>Pennsylvania Prime Agricultural Land Policy</b> contained in Title 4 of the Pennsylvania Code, Chapter 7, Subchapter W. Provide narrative on local municipal policy and an overlay map on prime agricultural soils. (Reference - 25 Pa. Code §71.21(a)(5)(i)(G)). Appendix B, Section II.G of the Planning Guide.   |
| _____ | <u>21-22</u> | 8. <b>County Stormwater Management Plans</b> approved by DEP under the Storm Water Management Act (32 P.S. 680.1-680.17). (Reference - 25 Pa. Code §71.21(a)(5)(i)(H)). Conflicts created by the implementation of the proposed wastewater alternative and the existing recommendations for the management of stormwater in the county Stormwater Management Plan must be evaluated and mitigated. If no plan exists, no conflict exists. Appendix B, Section II.H of the Planning Guide.   |
| _____ | <u>22</u>    | 9. <b>Wetland Protection.</b> Using wetland mapping developed under Checklist Section II.G, identify and discuss mitigative measures including the need to obtain permits for any encroachments on wetlands from the construction or operation of any proposed wastewater facilities. (Reference - 25 Pa. Code §71.21(a)(5)(i)(I)) Appendix B, Section II.I of the Planning Guide.  |
| _____ | <u>22</u>    | 10. <b>Protection of rare, endangered or threatened plant and animal species</b> as identified by the Pennsylvania Natural Diversity Inventory (PNDI). (Reference - 25 Pa. Code §71.21(a)(5)(i)(J)). Provide DEP with a copy of the completed <i>PNDI Manual Project Submission Form</i> . Also provide a copy of the response letters from the 4 jurisdictional agencies regarding the findings of the PNDI search. Appendix B, Section II.J of the Planning Guide.  |
| _____ | <u>22</u>    | 11. <b>Historical and archaeological resource protection</b> under P.C.S. Title 37, Section 507 relating to cooperation by public officials with the Pennsylvania Historical and Museum Commission (PHMC). (Reference - 25 Pa. Code §71.21(a)(5)(i)(K)). Provide DEP with a completed copy of a <i>Cultural Resource Notice</i> and a return receipt for its submission to PHMC. Provide a copy of the response letter or review stamp from the Bureau of Historic Preservation (BHP) indicating the project will have no effect on, or that there may be potential impacts on, known archaeological and historical sites and any avoidance and mitigation measures required. Appendix B, Section II.K of the Planning Guide. |

- \_\_\_\_\_ 23 B. Provide for the resolution of any inconsistencies in any of the points identified in Section VI.A. of this checklist by submitting a letter from the appropriate agency stating that the agency has received, reviewed and concurred with the resolution of identified inconsistencies. (Reference - 25 Pa. Code §71.21(a)(5)(ii). Appendix B of the Planning Guide.
- \_\_\_\_\_ 23 C. Evaluate alternatives identified in Section V of this checklist with respect to applicable water quality standards, effluent limitations or other technical, legislative or legal requirements. (Reference - 25 Pa. Code §71.21(a)(5)(iii)).
- \_\_\_\_\_ 24-26 D. Provide cost estimates using present worth analysis for construction, financing, ongoing administration, O & M and user fees for alternatives identified in Section V of this checklist. Estimates shall be limited to areas identified in the plan as needing improved sewage facilities within 5 years from the date of plan submission. (Reference - 25 Pa. Code §71.21(a)(5)(iv)).
- \_\_\_\_\_ 26 E. Provide an analysis of the funding methods available to finance the proposed alternatives evaluated in Section V of this checklist. Also provide documentation to demonstrate which alternative and financing scheme combination is the most cost-effective; and a contingency financial plan to be used if the preferred method of financing cannot be implemented. The funding analysis shall be limited to areas identified in the plan as needing improved sewage facilities within 5 years from the date of the plan submission. (Reference - 25 Pa. Code §71.21(a)(5)(v)).
- \_\_\_\_\_ 26 F. Analyze the need for immediate or phased implementation of each alternative proposed in Section V of this checklist including: (Reference - 25 Pa. Code §71.21(a)(5)(vi)).
  - \_\_\_\_\_ 26 1. A description of any activities necessary to abate critical public health hazards pending completion of sewage facilities or implementation of SMPs. (Reference - 25 Pa. Code §71.21(a)(5)(vi)(A)).
  - \_\_\_\_\_ 26 2. A description of the advantages, if any, in phasing construction of the facilities or implementation of a SMP justifying time schedules for each phase. (Reference - 25 Pa. Code §71.21(a)(5)(vi)(B)).
- \_\_\_\_\_ 27 G. Evaluate administrative organizations and legal authority necessary for plan implementation. (Reference - 25 Pa. Code §71.21(a)(5)(vi)(D)).
- \_\_\_\_\_ 27 **VII. Institutional Evaluation**
- \_\_\_\_\_ 27 A. Provide an analysis of all existing wastewater treatment authorities, their past actions and present performance including:
  - \_\_\_\_\_ 27 1. Financial and debt status. (Reference - 25 Pa. Code §71.61(d)(2)).
  - \_\_\_\_\_ 27 2. Available staff and administrative resources. (Reference - 25 Pa. Code §71.61(d)(2)).
  - \_\_\_\_\_ 27 3. Existing legal authority to:
    - \_\_\_\_\_ 27 a. Implement wastewater planning recommendations. (Reference - 25 Pa. Code §71.61(d)(2)).
    - \_\_\_\_\_ 27 b. Implement system-wide O & M activities. (Reference - 25 Pa. Code §71.61(d)(2)).
    - \_\_\_\_\_ 27 c. Set user fees and take purchasing actions. (Reference - 25 Pa. Code §71.61(d)(2)).
    - \_\_\_\_\_ 27 d. Take enforcement actions against ordinance violators. (Reference - 25 Pa. Code §71.61(d)(2)).
    - \_\_\_\_\_ 27 e. Negotiate agreements with other parties. (Reference - 25 Pa. Code §71.61(d)(2)).

- \_\_\_\_\_ 27 f. Raise capital for construction and O & M of facilities. (Reference - 25 Pa. Code §71.61(d)(2)).
- \_\_\_\_\_ 27 B. Provide an analysis and description of the various institutional alternatives necessary to implement the proposed technical alternatives including:
- \_\_\_\_\_ 27 1. Need for new municipal departments or municipal authorities. (Reference - 25 Pa. Code §71.61(d)(2)).
- \_\_\_\_\_ 27 2. Functions of existing and proposed organizations (sewer authorities, onlot maintenance agencies, etc.). (Reference - 25 Pa. Code §71.61(d)(2)).
- \_\_\_\_\_ 27 3. Cost of administration, implementability, and the capability of the authority/agency to react to future needs. (Reference - 25 Pa. Code §71.61(d)(2)).
- \_\_\_\_\_ 27 C. Describe all necessary administrative and legal activities to be completed and adopted to ensure the implementation of the recommended alternative including:
- \_\_\_\_\_ 27 1. Incorporation of authorities or agencies. (Reference - 25 Pa. Code §71.61(d)(2)).
- \_\_\_\_\_ 27 2. Development of all required ordinances, regulations, standards and inter-municipal agreements. (Reference - 25 Pa. Code §71.61(d)(2)).
- \_\_\_\_\_ 27 3. Description of activities to provide rights-of-way, easements and land transfers. (Reference - 25 Pa. Code §71.61(d)(2)).
- \_\_\_\_\_ 27 4. Adoption of other municipal sewage facilities plans. (Reference - 25 Pa. Code §71.61(d)(2)).
- \_\_\_\_\_ 27 5. Any other legal documents. (Reference - 25 Pa. Code §71.61(d)(2)).
- \_\_\_\_\_ 27 6. Dates or timeframes for items 1-5 above on the project's implementation schedule.
- \_\_\_\_\_ 27 D. Identify the proposed institutional alternative for implementing the chosen technical wastewater disposal alternative. Provide justification for choosing the specific institutional alternative considering administrative issues, organizational needs and enabling legal authority. (Reference - 25 Pa. Code §71.61(d)(2)).

- \_\_\_\_\_ 27-29 **VIII. Implementation Schedule and Justification for Selected Technical & Institutional Alternatives**
- \_\_\_\_\_ 28 A. Identify the technical wastewater disposal alternative which best meets the wastewater treatment needs of each study area of the municipality. Justify the choice by providing documentation which shows that it is the best alternative based on:
- \_\_\_\_\_ 28 1. Existing wastewater disposal needs. (Reference - 25 Pa. Code §71.21(a)(6)).
- \_\_\_\_\_ 28 2. Future wastewater disposal needs. (5 and 10 year growth areas). (Reference - 25 Pa. Code §71.21(a)(6)).
- \_\_\_\_\_ 28 3. O & M considerations. (Reference - 25 Pa. Code §71.21(a)(6)).
- \_\_\_\_\_ 28 4. Cost-effectiveness. (Reference - 25 Pa. Code §71.21(a)(6)).
- \_\_\_\_\_ 29 5. Available management and administrative systems. (Reference - 25 Pa. Code §71.21(a)(6)).
- \_\_\_\_\_ 29 6. Available financing methods. (Reference - 25 Pa. Code §71.21(a)(6)).
- \_\_\_\_\_ 29 7. Environmental soundness and compliance with natural resource planning and preservation programs. (Reference - 25 Pa. Code §71.21(a)(6)).

- \_\_\_\_\_ 29 B. Designate and describe the capital financing plan chosen to implement the selected alternative(s). Designate and describe the chosen back-up financing plan. (Reference - 25 Pa. Code §71.21(a)(6))
- \_\_\_\_\_ 29-30 C. Designate and describe the implementation schedule for the recommended alternative, including justification for any proposed phasing of construction or implementation of a SMP. (Reference – 25 Pa. Code §71.31(d))
- \_\_\_\_\_ 30
- \_\_\_\_\_ 30
- IX. Environmental Report (ER) generated from the UER Process**
- A. Complete an ER as required by the UER process and as described in the DEP Technical Guidance (381-5511-111). Include this document as “Appendix A” to the Act 537 Plan Update Revision. **Note: An ER is required only for Wastewater projects proposing funding through any of the funding sources identified in the UER.**

**ADDITIONAL REQUIREMENTS FOR PENNVEST PROJECTS**

Municipalities that propose to implement their official sewage facilities plan updates with PENNVEST funds must meet 6 additional requirements to be eligible for such funds. See *A Guide for Preparing Act 537 Update Revisions* (362-0300-003), Appendix N for greater detail or contact the DEP regional office serving your county listed in Appendix J of the same publication.

| DEP Use Only | Indicate Page #(s) in Plan | Item Required   |
|--------------|----------------------------|---|
| _____        | _____                      | 1. Environmental Impact Assessment. (Planning Phase)<br>The UER replaces the Environmental Impact Assessment that was a previous requirement for PENNVEST projects.   |
| _____        | _____                      | 2. Cost Effectiveness (Planning Phase)<br>The cost-effectiveness analysis should be a present-worth (or equivalent uniform annual) cost evaluation of the principle alternatives using the interest rate that is published annually by the Water Resources Council. Normally, for PENNVEST projects the applicant should select the most cost-effective alternative based upon the above analysis. Once the alternative has been selected the user fee estimates should be developed based upon interest rates and loan terms of the selected funding method. |
| _____        | _____                      | 3. Second Opinion Project Review. (Design Phase)  |
| _____        | _____                      | 4. Minority Business Enterprise/Women's Business Enterprise (Construction Phase)  |
| _____        | _____                      | 5. Civil Rights. (Construction Phase)   |
| _____        | _____                      | 6. Initiation of Operation/Performance Certification. (Post-construction Phase)   |

## I/A TECHNOLOGIES

### PARTIAL LISTING OF INNOVATIVE AND ALTERNATIVE TECHNOLOGIES

#### TREATMENT TECHNOLOGIES

Aquaculture  
Aquifer Recharge  
Biological Aerated Filters  
Constructed Wetlands  
Direct Reuse (NON-POTABLE)  
Horticulture  
Overland Flow  
Rapid Infiltration  
Silviculture  
Microscreens  
Controlled Release Lagoons  
Swirl Concentrator

#### SLUDGE TREATMENT TECHNOLOGIES

Aerated Static Pile Composting  
Enclosed Mechanical Composting (In vessel)  
Revegetation of Disturbed Land  
Aerated Windrow Composting

#### ENERGY RECOVERY TECHNOLOGIES

Anaerobic Digestion with more than 90 percent  
Methane Recovery  
Cogeneration of Electricity  
Self-Sustaining Incineration

#### INDIVIDUAL & SYSTEM-WIDE COLLECTION TECHNOLOGIES

Cluster Systems  
Septage Treatment  
Small Diameter Gravity Sewers  
Step Pressure Sewers  
Vacuum Sewers  
Variable Grade Sewers  
Septic Tank Effluent Pump with  
Pressure Sewers

## Plan Summary

This Act 537 Plan has been prepared for the PL Utilities planning area, located in Palmyra Township, Pike County, pursuant to the Pennsylvania Sewage Facilities Act (Act 537 of 1968 and the Pennsylvania Code, Chapters 71, 72, and 73). This Plan considers the long-term wastewater management alternatives for the planning area.

- A. *Identify the proposed service areas and major problems evaluated in the plan. (Reference - 25 Pa. Code §71.21(a)(7)(i)).*

The planning area is geographically located in the western region of Pike County and encompasses a small portion of Palmyra Township along Lake Wallenpaupack. The Palmyra Township itself is bound to the north and east by Blooming Grove Township, to the south by Greene Township, and to the west by Wayne County.

- B. *Identify the alternative(s) chosen to solve the problems and serve the areas of need identified in the plan. Also, include any institutional arrangements necessary to implement the chosen alternative(s). (Reference - 25 Pa. Code §71.21(a)(7)(ii)).*

The selected alternative is to construct a new Wastewater Treatment Plant. It will be able to address current issues regarding the age of the current plant and its inability to reliably meet standards. The New plant will be able to treat 70,000 GPD reliably.

- C. *Present the estimated cost of implementing the proposed alternative (including the user fees) and the proposed funding method to be used. (Reference - 25 Pa. Code §71.21(a)(7)(ii)).*

The overall cost of implementing the new wastewater treatment plant is \$2,608,630.75. PL Utilities is a Pennsylvania Limited Liability Company that has Jacob and Bonnie Goren as its sole members. Jacob and Bonnie Goren have fronted the construction costs of the new wastewater treatment plant and have substantial assets to ensure its continued operation. Further, the revenues generated from the rates provide nearly \$35,000 a year, which cover existing O&M costs.

Rates will be based upon the amounts approved by the PAPUC. The current rates approved by the PUC for Deer Haven are \$46.60 per month per user. The transfer of the wastewater system will not impact rates.

- D. *Identify the municipal commitments necessary to implement the Plan. (Reference - 25 Pa. Code §71.21(a)(7)(iii)).*

No Municipal Commitments will be necessary to implement the plan.

- E. Provide a schedule of implementation for the project that identifies the **major** milestones with dates necessary to accomplish the project to the point of operational status. (Reference - 25 Pa. Code §71.21(a)(7)(iv)).

The implementation schedule is as follows:

| TASK  | COMPLETION DATE  |
|---|------------------|
| Submit Act 537 Plan for Public and Planning Commission Review | May 13, 2024     |
| Advertisement   | May 13, 2024     |
| Submit Public Utility Commission                              | May 2024         |
| End of Public Comment Period                                  | July 13, 2024    |
| End of Planning Commission Review Period                      | July 15, 2024    |
| Respond to All Act 537 Plan Comments                          | July 30, 2024    |
| Final COA Negotiation – Deer Haven WWTP                       | July, 2024       |
| Township Official Action on Act 537 Plan                      | August 2024      |
| Submit Act 537 Plan to PA DEP                                 | August 2024      |
| Submit Water Quality Management Permit Application            | Completed        |
| Initiate and Complete Pocono Lakefront WWTP                   | Completed        |
| Construction of Pocono Lakefront WWTP                         | Completed        |
| DRBC Hearing  | November 6, 2024 |
| DRBC Approval   | December 6, 2024 |

3. **Municipal Adoption:** *Original, signed and sealed Resolution of Adoption by the municipality which contains, at a minimum, alternatives chosen and a commitment to implement the Plan in accordance with the implementation schedule. (Reference - 25 Pa. Code §71.31(f)) Section V.F. of the Planning Guide.*

The signed and sealed Resolution of Adoption is attached as Appendix 1.

4. **Planning Commission / County Health Department Comments:** *Evidence that the municipality has requested, reviewed and considered comments by appropriate official planning agencies of the municipality, planning agencies of the county, planning agencies with area wide jurisdiction (where applicable), and any existing county or joint county departments of health. (Reference - 25 Pa. Code §71.31(b)) Section V.E.1 of the Planning Guide.*

The notice to the Palmyra Township planning commission is attached as Appendix 2. The notice to the Pike County planning commission is attached as Appendix 3.

5. **Publication:** *Proof of Public Notice which documents the proposed plan adoption, plan summary, and the establishment and conduct of a 30-day comment period. (Reference - 25 Pa. Code §71.31(c)) Section V.E.2 of the Planning Guide.*

The public notice has been attached as Appendix 4 and its proof of publication has been attached as Appendix 5.

**6. Comments and Responses:** Copies of **all** written comments received and municipal response to **each** comment in relation to the proposed plan. (Reference - 25 Pa. Code §71.31(c)) Section V.E.2 of the Planning Guide.

The comments from the Township are attached as Appendix 6. The comments from the Pike County planning commission are attached as Appendix 7.

**7. Implementation Schedule:** A complete project implementation schedule with milestone dates specific for each existing and future area of need. Other activities in the project implementation schedule should be indicated as occurring a finite number of days from a major milestone. (Reference - 25 Pa. Code §71.31(d)) Section V.F. of the Planning Guide. Include dates for the future initiation of feasibility evaluations in the project’s implementation schedule for areas proposing completion of sewage facilities for planning periods in excess of five years. (Reference - 25 Pa. Code §71.21(c)).

The implementation schedule is as follows:

| TASK  | COMPLETION DATE  |
|---|------------------|
| Submit Act 537 Plan for Public and Planning Commission Review | May 13, 2024     |
| Advertisement   | May 13, 2024     |
| Submit Public Utility Commission                              | May 2024         |
| End of Public Comment Period                                  | July 13, 2024    |
| End of Planning Commission Review Period                      | July 15, 2024    |
| Respond to All Act 537 Plan Comments                          | July 30, 2024    |
| Final COA Negotiation – Deer Haven WWTP                       | July, 2024       |
| Township Official Action on Act 537 Plan                      | August 2024      |
| Submit Act 537 Plan to PA DEP                                 | August 2024      |
| Submit Water Quality Management Permit Application            | Completed        |
| Initiate and Complete Pocono Lakefront WWTP                   | Completed        |
| Construction of Pocono Lakefront WWTP                         | Completed        |
| DRBC Hearing  | November 6, 2024 |
| DRBC Approval   | December 6, 2024 |

**8. Consistency Documentation:** Documentation indicating that the appropriate agencies have received, reviewed and concurred with the method proposed to resolve identified inconsistencies within the proposed alternative and consistency requirements in 25 Pa. Code §71.21.(a)(5)(i-iii). (Reference - 25 Pa. Code §71.31(e)). Appendix B of the Planning Guide.

**APPENDIX 1**  
**RESOLUTION OF ADOPTION**

**APPENDIX 2**  
**NOTICE TO PALMYRA TOWNSHIP**



2013 Sandy Drive, Suite 101  
State College, PA 16803  
814.753.4249

6/4/2024

Palmyra Township  
Township Building, 115 Buehler Lane  
Paupack, PA, 18451  
David Zeiler, Planning Commission Chairman

Dear Mr. Zeiler,

CP Engineers, LLC, on behalf of PL Utilities, LLC, is pleased to provide notice to inform you of the intent to submit an Act 537 Plan for its proposal for the transfer of the wastewater treatment system from Deer Haven, LLC to PL Utilities LLC, and the initiation of service from the wastewater treatment plant. Upon receipt of all required agency approvals, sewage currently treated by the Deer Haven, LLC operated treatment plant will be redirected to the newly constructed facility for treatment. The new plant will be authorized for a capacity of 70,000 gallons per day (GPD). The site is situated in Palmyra Township, Pike County, PA.

This notice is mandated by PA Title 25, §71.31.b amended under section 9 of the Pennsylvania Sewage Facilities Act (35 P. S. § 750.9). Act 537 stipulates that every applicant for a DEP permit must provide written notification to the municipality(ies) and county(ies) where the permitted activity is situated. A 30-day public comment period shall be provided to review the Act 537 Plan enclosed.

Should you have any questions or comments with regard to the application, please submit them to the Township.

Very truly yours,

**CP ENGINEERS, LLC**

Francis R. Zgoda, P.E.  
Associate Vice President

Enclosures: Act 537 Plan  
Component 4A Module

**APPENDIX 3**  
**NOTICE TO PIKE COUNTY**



2013 Sandy Drive, Suite 101  
State College, PA 16803  
814.753.4249

6/4/2024

Pike County  
Pike County Administration Bldg ,506 Broad Street  
Milford, PA 18337  
Michael Mrozinski, Planning & Mapping Director

Dear Mr. Mrozinski,

CP Engineers, LLC, on behalf of PL Utilities, LLC, is pleased to provide notice to inform you of the intent to submit an Act 537 Plan for its proposal for the transfer of the wastewater treatment system from Deer Haven, LLC to PL Utilities, LLC, and the initiation of service from the new wastewater treatment plant. Upon receipt of all agency approvals, sewage currently treated by the Deer Haven, LLC operated treatment plant will be redirected to the newly constructed facility for treatment. The new plant will be authorized for a capacity of 70,000 gallons per day (GPD). The site is situated in Palmyra Township, Pike County, PA.

This notice is mandated by PA Title 25, §71.31.b amended under section 9 of the Pennsylvania Sewage Facilities Act (35 P. S. § 750.9). Act 537 stipulates that every applicant for a DEP permit must provide written notification to the municipality(ies) and county(ies) where the permitted activity is situated. A 30-day public comment period shall be provided to review the Act 537 Plan enclosed.

Should you have any questions or comments with regard to the application, please submit them to the Township.

Very truly yours,

**CP ENGINEERS, LLC**

Francis R. Zgoda, P.E.  
Associate Vice President

Enclosures: Act 537 plan  
Component 4B Module

**APPENDIX 4**  
**PUBLIC NOTIFICATION**

**APPENDIX 5**  
**PROOF OF PUBLICATION OF PUBLIC NOTICE**

## Public Notice

Pursuant to the Pennsylvania Sewage Facilities Act, Deer Haven, LLC hereby announces its Act 537 Plan for the permit transfer of the Deer Haven, LLC wastewater treatment system to PL Utilities, LLC. The planning area is geographically located in the western region of Pike County and encompasses a small portion of Palmyra Township along Lake Wallenpaupack and SR 507. The current Deer Haven wastewater treatment plant consists of a comminutor with bar screen, two aeration tanks, two settling tanks, a chemical feed unit, a gravity filter, a chemical waste tank, two aerated sludge holding tanks, and a chlorine contact tank. Treated effluent discharges to Lake Wallenpaupack via Outfall No.001. The treatment plant operates under NPDES No. PA-0041912 with a rated hydraulic capacity of 70,000 gpd.

Upon receipt of all agency approvals, sewage from the Deer Haven collection system which serves the following properties: (tax map# 070.04-01-05 through 070.04-01-09, 070.04-01-11, 070.04.01-12.001 through 070.04.01-12.020, 070.04-02-02, 070.06-01-01 through 070.06-01-15, 070.04-01-60 through 070.04-01-89 (+/-)) and is currently treated by the Deer Haven, LLC operated treatment plant will be redirected to the PL Utilities, LLC's proposed facility for treatment. The proposed treatment facility will be authorized for a capacity of 70,000 gallons per day (GPD) and will treat sewage generated from the current PUC regulated service area, including any development on parcel #070.04-01-03 as well as the redirected sewage from the existing Deer Haven collection system which serves the aforementioned parcels. The proposed wastewater treatment plant site is situated in Palmyra Township, Pike County, PA, along the south side of SR 507 in Greentown.

The proposed Pocono Lakefront wastewater treatment plant consists of a comminutor with bar screen, two aeration tanks, two settling tanks, a chemical feed unit, a pressure filter system, a chemical waste tank, two aerated sludge holding tanks, and an ultraviolet light disinfection system. Treated effluent will be discharged to Lake Wallenpaupack via the reused Outfall No.001. The treatment plant operates under a new NPDES permit with a rated hydraulic capacity of 70,000 gpd.

The \$46.60 per month rate currently charged to users of the wastewater system will remain at least through the end of 2024. As a Pennsylvania public utility, any future rate changes will be subject to the applicable requirements of the Pennsylvania Public Utility Commission relating to rate changes.

This notice is being issued in accordance with the regulations set forth by the Pennsylvania Department of Environmental Protection pertaining to sewage planning for Sewage Treatment Facilities. The sewage planning documentation is available for review and comment at the Palmyra Township Building located at 115 Buehler Lane (off Gumbletown Road). Comments and inquires on the proposal may be submitted at the Township Building until [insert deadline date, which is 30 days from the publication date of this notice].

**APPENDIX 6**  
**COMMENTS FROM PALMYRA TOWNSHIP**

**APPENDIX 7**  
**COMMENTS FROM PIKE COUNTY**



**ACT 537 PLAN**

**FOR**

**PL UTILITIES, LLC**

**TOWNSHIP OF PALMYRA, COUNTY OF PIKE, STATE OF PENNSYLVANIA**

**Prepared For:** PL UTILITIES, LLC  
61 West 62<sup>nd</sup> Street, NY 10023

**Prepared By:** cb<sup>3</sup> Solutions & CP ENGINEERS  
1161 Seibert Rd 2013 Sandy Dr., Suite 101  
Bellefonte, PA 16823 State College, PA 16803

**Submitted to:** Pennsylvania Department of Environmental Protection  
Division of Water Quality  
Northeast Regional Office  
Wilkes-Barre, Pennsylvania 18701

**CP Project No.:** PA100.002

**JUNE 2024**

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**FRANCIS R. ZGODA, PE**      **DATE JUNE 2024**  
**COMMONWEALTH OF PENNSYLVANIA**  
**LICENSE # PE085379**

## SECTION I. PREVIOUS WASTEWATER PLANNING

### A. PREVIOUS WASTEWATER PLANNING

*Identify, describe and briefly analyze all past wastewater planning for its impact on the current planning effort:*

- 1) *Previously undertaken under the Pennsylvania Sewage Facilities Act (Act). (Reference - Act 537, 35 P.S. §750.5(d)(1)).*

On December 8, 2014, The Pennsylvania Department of Environmental Protection ("PADEP") approved an Act 537 Plan revision that included the future Phase 1 development of property that was within the area that the Deer Haven wastewater treatment plant served. As part of that Act 537 Plan revision, a new wastewater treatment plant was proposed by the developer to take over the treatment of the wastewater in the Deer Haven system as well as the new wastewater to be generated in the development. The DEP approval specifically included the construction of the new wastewater treatment plant to replace the existing plant. The DEP approval also indicated that an Act 537 Plan revision would be needed if the developer sought to proceed with Phase 2 of the development. At this time, the developer is not pursuing Phase 2. From our perspective, we believe the DEP already has approved the transfer of the Deer Haven sewer system to PL Utilities. A copy of the DEP 12/8/2014 approval is attached hereto as Attachment 1.

- 2) *Has not been carried out according to an approved implementation schedule contained in the plans. (Reference - 25 Pa. Code §71.21(a)(5)(i)(A-D)). Section V.F of the Planning Guide.*

Not Applicable.

- 3) *Is anticipated or planned by applicable sewer authorities or approved under a Chapter 94 Corrective Action Plan. (Reference - 25 Pa. Code §71.21(a)(5)(i)(A&B)). Section V.D. of the Planning Guide.*

There is a draft PADEP Consent Order and Agreement being negotiated regarding the existing wastewater treatment plant owned by Deer Haven, LLC. This COA will resolve a number of issues, including the shutdown of the existing wastewater treatment plant and replacing it with the new wastewater treatment plant discussed in this Plan revision, as well as the prior Act 537 Plan revision approved in 2014. The COA is attached as Attachment 2

- 4) *Through planning modules for new land development, planning "exemptions" and addenda. (Reference - 25 Pa. Code §71.21(a)(5)(i)(A)).*

Not Applicable.

**SECTION II. PHYSICAL AND DEMOGRAPHIC ANALYSIS UTILIZING WRITTEN DESCRIPTION AND MAPPING** *(All items listed below require maps, and all maps should show all current lots and structures and be of appropriate scale to clearly show significant information).*

### A. PLANNING AREA BOUNDARIES

*Identification of planning area(s), municipal boundaries, Sewer Authority/Management Agency service area boundaries. (Reference – 25 Pa. Code §71.21(a)(1)(i)).*

The planning area is geographically located in the western region of Pike County and encompasses a small portion of Palmyra Township along Lake Wallenpaupack. Specifically, the area consists mostly of property owned by Pocono Lakefront, LLC., which was consolidated in 2013 by Pocono as Tract 3R. Pocono Lakefront is a Pennsylvania Limited Liability Company, whose sole member is a Trust formed by Jacob and Bonnie Goren. Its primary purpose is to develop the above referenced property, which development, and accompanying

wastewater treatment plant, was the subject of the 2014 Act 537 Plan revision approval. The Palmyra Township itself is bound to the north and east by Blooming Grove Township, to the south by Greene Township, and to the west by Wayne County. All of the Planning Area is currently serviced by Deer Haven LLC.

Refer to the Planning Area Map, Attachment 3, Pike County, GIS., and Pocono Lakefront Townhomes - Phase 1, revised 1/3/2021, Attachment 4.

**B. PHYSICAL CHARACTERISTICS**

*Identification of physical characteristics (streams, lakes, impoundments, natural conveyance, channels, drainage basins in the planning area). (Reference - 25 Pa. Code §71.21(a)(1)(ii)).*

The planning area topography consists of a mix of woodlands and meadow areas with an elevation of approximately 1,400 feet. The discharge is into the sub-watershed which includes Wallenpaupack Creek, which is part of the larger Lake Wallenpaupack watershed, classified as high-quality (HQ-CWF, MF) per PA Code Title 25, Chapter 93. The watershed and sub-watershed is depicted in Attachment 5, Lake Wallenpaupack Watershed.

**C. SOILS ANALYSIS**

*Soils - Analysis with description by soil type and soils mapping for areas not presently served by sanitary sewer service. Show areas suitable for in-ground onlot systems, elevated sand mounds, individual residential spray irrigation systems (IRSIS), and areas unsuitable for soil dependent systems. (Reference - 25 Pa. Code §71.21(a)(1)(iii)). Show Prime Agricultural Soils and any locally protected agricultural soils. (Reference - 25 Pa. Code §71.21(a)(1)(iii)).*

The United States Department of Agriculture Natural Resources Conservation Service plays a pivotal role in facilitating the National Cooperative Soil Survey, a comprehensive initiative aimed at gathering and disseminating vital soil information and data essential for informed planning processes across various sectors.

Attachment 6, Custom Soil Resource Report for Pike County, Pennsylvania depicts the soil boundaries within the planning area. The soil descriptions are below:

Shohola-Edgemere Series

Shohola-Edgemere complex(7B)

This series consists of deep(3-24 inches), somewhat poorly drained, gently sloping soils (0-8 percent). The water capacity of the most limiting layer is moderately low to moderately high. The surface area that is covered with cobbles, stones, or boulders is between 9 to 60 percent.

Wellsboro Series

Wellsboro Stony Loam(28B)

Wellsboro Stony Loam(28C)

This series consists of deep, moderately well drained, moderately sloping soils (0-15 percent). The water capacity of the most limiting layer is very low to moderately low. The surface area that is covered with cobbles, stones, or boulders is approximately 7 percent.

Oquaga Series

Oquaga Very Stony Loam(239B)

Oquaga Very Stony Loam(239D)

Oquaga-Arnot-Rock outcrop complex(240F)

This series consists of deep, well drained, steep sloping soils (0-60 percent). The water capacity of the most limiting layer is moderately low to moderately high. The surface area that is covered with cobbles, stones, or boulders ranges from 7 to 60 percent.

Lackawanna Channery Series

Lackawanna Channery Loam(320C)

Lackawanna Channery Loam(321B)

Lackawanna Channery Loam(321C)

This series consists of deep, well drained, moderately sloping soils (3-15 percent). The water capacity of the most limiting layer is very low to moderately low. The surface area that is covered with cobbles, stones, or boulders ranges from 0 to 9 percent.

It is pertinent to highlight that the planning area is presently served by the Deer Haven, LLC sanitary sewer service. Consequently, there is no requirement for onlot systems, elevated sand mounds, or individual residential spray irrigation systems. Although, from the analysis, the area is generally unsuitable for onlot systems due to the slopes, various draining capabilities, and surface area rock content. Table II.C.I below summarizes the soils analysis, while Attachment 6, Custom Soil Resource Report for Pike County, Pennsylvania provides more in-depth data.

TABLE II.C.I SOIL ANALYSIS SUMMARY

| Soils                             | Map Symbol | Slope  | Prime Agricultural |
|-----------------------------------|------------|--------|--------------------|
| Shohola-Edgemere complex          | 7B         | 0-8%   | NO                 |
| Wellsboro stony loam              | 28B        | 0-8%   | NO                 |
| Wellsboro stony loam              | 28C        | 8-15%  | NO                 |
| Oquaga very stony loam            | 239B       | 0-8%   | NO                 |
| Oquaga very stony loam            | 239D       | 15-30% | NO                 |
| Oquaga-Arnot-Rock outcrop complex | 240F       | 20-60% | NO                 |
| Lackawanna channery loam          | 320C       | 8-15%  | YES                |
| Lackawanna channery loam          | 321B       | 3-8%   | NO                 |
| Lackawanna channery loam          | 321C       | 8-15%  | NO                 |

**D. GEOLOGICAL FEATURES**

*Geologic Features - (1) Identification through analysis, (2) mapping and (3) their relation to existing or potential nitrate-nitrogen pollution and drinking water sources. Include areas where existing nitrate-nitrogen levels are in excess of 5 mg/L. (Reference - 25 Pa. Code §71.21(a)(1)(iii)).*

The primary underlying geologic members within the planning area are the Long Run and Walcksville Members of the Catskill Formation. The members are described in more detail below:

Long Run

The Long Run Member of the Catskill Formation is characterized by a series of cyclical sedimentary layers, exhibiting a transition from fine- to medium-grained olive-gray sandstones at the base, gradually shifting into finer-grained grayish-red-purple sandstones, followed by grayish-red siltstones, and ultimately culminating in massive grayish-red shales and mudstones. These layers display well-defined bedding, with the sandstones typically showing planar bedding. Some sandstone sequences feature embedded lenses of calcium carbonate cement, shale chips, and quartz pebbles at their bases. The sandstone formations vary in thickness, ranging from thick to slabby, and occasionally exhibiting flaggy characteristics. Conversely, the siltstone and shale layers display hackly and rubbly textures. The maximum thickness of the Long Run Member is estimated to be approximately 3,175 feet.

#### Walcksville

The Walcksville Member of the Catskill Formation showcases a diverse array of sedimentary layers, comprising mixed greenish-gray fine- to medium-grained sandstones intermixed with red siltstones, shales, and mudstones. These layers often exhibit fining-upward cycles, transitioning from gray sandstones to red sandstones, and then further into red siltstones and shale. The sandstones are predominantly massive, with well-defined sharp bases. These cycles, typically spanning a few tens of feet, are characterized by a higher proportion of siltstone and shale compared to sandstone. The sandstone formations primarily display medium bedding, although variations in thickness include both thick and thin bedding. Conversely, the shale layers are largely non-bedded and massive, although some sections exhibit thin bedding. The maximum thickness of the Walcksville Member is approximately 2,500 feet, as documented by Sevon (1975) and Geyer and Wilshusen (1982).

Attachment 7, Geological Features Map, depicts the locations of the described features.

#### **E. TOPOGRAPHY ANALYSIS**

*Topography - Depict areas with slopes that are suitable for conventional systems; slopes that are suitable for elevated sand mounds and slopes that are unsuitable for onlot systems. (Reference - 25 Pa. Code §71.21(a)(1)(ii)).*

The topography of the planning area in Palmyra Township is primarily classified as generally woodland and meadows with minimal amount of land that is level. The elevations within the planning area range between 1,200 to 1,400 feet above sea level. Attachment 8, U.S. Department of the Interior U.S. Geological Survey depicts the topography of the planning area, as taken from U.S.G.S Topographic Quadrangles for Hawley, Lakeville, Newfoundland, and Promised Land.

As delineated in Section C, numerous constraints affect the feasibility of implementing onlot systems, including considerations related to drainage capability, slope, and the presence of rock fragments. Moreover, it is important to note that the planning area is fully serviced by the Deer Haven, LLC sanitary sewer service, precluding any intentions to introduce onlot services.

#### **F. POTABLE WATER SUPPLIES**

*Potable Water Supplies - Identification through mapping, description and analysis. Include public water supply service areas and available public water supply capacity and aquifer yield for groundwater supplies. (Reference - 25 Pa. Code §71.21(a)(1)(vi)). Section V.C. of the Planning Guide.*

The potable water supply in the planning area is supplied by Deer Haven, LLC. There are three systems. One included a well, and previously maintained the Deer Haven mobile home sector, though it is no longer operational. Another currently services the White Pine area, while the third caters to developments. No alterations are anticipated for the existing water systems.

**G. WETLANDS**

*Wetlands-Identify wetlands as defined in 25 Pa. Code Chapter 105 by description, analysis and mapping. Include National Wetland Inventory mapping and potential wetland areas per the United States Department of Agricultural (USDA) Natural Resources Conservation Service (NRCS) mapped hydric soils. Proposed collection, conveyance and treatment facilities and lines must be located and labeled, along with the identified wetlands, on the map. (Reference - 25 Pa. Code §71.21(a)(1)(v)). Appendix B, Section II.I of the Planning Guide.*

As illustrated in Attachment 9, it is noted that the planning area does not encompass wetlands directly. However, it should be acknowledged that the present outfall for the Deer Haven Wastewater Treatment Plant discharges into Lake Wallenpaupack, classified under code L1UBHh. This code indicates that it is part of the Lacustrine system and is more specifically part of the Limnetic subsystem. The wetland is permanently flooded, nontidal, and diked. The objective of this study is to ensure that all alternatives outlined in Section V prioritize the avoidance of wetlands whenever feasible.

Hydric Soils

Hydric soils are soils that have developed under conditions of prolonged saturation, flooding, or ponding during the growing season, resulting in anaerobic conditions in the upper soil layers. Under natural circumstances, these soils remain either saturated or inundated for a significant duration during the growing season, facilitating the growth and propagation of hydrophytic vegetation.

The United States Department of Agriculture (USDA) assesses hydric soils by evaluating the percentage of map units that meet the criteria for hydric soils. Map units consist of one or more components or soil types, each of which is classified as either hydric or non-hydric. Map units predominantly comprising hydric soils may contain minor areas of non-hydric components in higher landform positions, while those predominantly comprising non-hydric soils may include minor areas of hydric components in lower landform positions. Attachment 6, Custom Soil Resource Report for Pike County, Pennsylvania described the soils and states whether they are classified as hydric. Table II.G.I summarizes this data.

TABLE II.G.I HYDRIC SOIL ANALYSIS

| Soils                             | Map Symbol | Hydric Soil |
|-----------------------------------|------------|-------------|
| Shohola-Edgemere complex          | 7B         | YES         |
| Wellsboro stony loam              | 28B        | NO          |
| Wellsboro stony loam              | 28C        | NO          |
| Oquaga very stony loam            | 239B       | NO          |
| Oquaga very stony loam            | 239D       | NO          |
| Oquaga-Arnot-Rock outcrop complex | 240F       | NO          |
| Lackawanna channery loam          | 320C       | NO          |
| Lackawanna channery loam          | 321B       | NO          |
| Lackawanna channery loam          | 321C       | NO          |

**SECTION III. EXISTING SEWAGE FACILITIES IN THE PLANNING AREA – IDENTIFYING THE EXISTING NEEDS**

**A. EXISTING SEWERAGE SYSTEMS**

Identify, map and describe municipal and non-municipal, individual and community sewerage systems in the planning area including:

- 1) Location, size and ownership of treatment facilities, main intercepting lines, pumping stations and force mains including their size, capacity, point of discharge. Also include the name of the receiving stream, drainage basin, and the facility's effluent discharge requirements. (Reference - 25 Pa. Code §71.21(a)(2)(i)(A)).

Wastewater Collection System

The Deer Haven LLC owns and operates the existing wastewater collection system, most of which is located west of Route 507, between Route 507 and Lake Wallenpaupack. Deer Haven LLC has an agreement with Pocono Lakefront to transfer the existing wastewater collection system to either Pocono Lakefront or another entity formed for the purpose of operating the sewer system (in this case, PL Utilities) once the PUC allows the transfer of the system, allows Deer Haven to abandon the system, and allows PL Utilities to obtain a Certificate of Public Convenience over the system. PL Utilities, LLC, which is a Pennsylvania Limited Liability Company, whose members are Jacob and Bonnie Goren, owns new wastewater collection lines that are located on both sides of Route 507 that were installed in connection with the construction of the new wastewater treatment plant to enable the connections with the existing wastewater collection system. The new collection system also includes pump stations to pump wastewater to the new treatment plant.

Wastewater Treatment Plant

The existing Wastewater Treatment Plant in the planning area, which located west of Route 507 near Lake Wallenpaupack, is owned and operated by Deer Haven LLC. The treatment plant consists of a comminutor with bar screen, two aeration tanks, two settling tanks, a chemical feed unit, a gravity filter, a chemical waste tank, two aerated sludge holding tanks, and a chlorine contact tank. Treated effluent discharges to Lake Wallenpaupack via Outfall No.001. The Part II Water Quality Management Permit number for the construction is not documented on the PADEP eFACTS or EPA Envirofacts websites.

The treatment plant currently operates under NPDES No. PA-0041912 with a rated hydraulic capacity of 70,000 gpd. Effluent Criteria for the wastewater treatment plant are shown in Table II.A.I as required in the NPDES Permit.

TABLE III.A.1 PERMIT LIMITS

| PARAMETER                       | LIMIT  |
|---------------------------------|--|
| pH(Standard Units               | 6 to 9 at all times                              |
| Total Suspended Solids          | 30 mg/l  |
| Dissolved Oxygen                | 6.0 mg/l minimum                                 |
| CBOD5m(at 20 C)                 | 10 mg/l  |
| Ammonia Nitrogen (5-1 to 10-31) | 3.0 mg/l   |
| Ammonia Nitrogen (11-1 to 4-30) | 9.0 mg/l   |
| Fecal Coliform (5-1 to 9-30)    | 200 colonies per 100 ml as a geometric average   |
| Fecal Coliform (10-1 to 4-30)   | 2,000 colonies per 100 ml as a geometric average |
| Phosphorous                     | 0.5 mg/l average                                 |

A new Wastewater Treatment Plant in the planning area was constructed under Water Quality Management Permit No. 5215401 issued by PADEP on November 3, 2015. The Permit approved the construction/operation of sewage facilities consisting of a

wastewater treatment plant with a design capacity of 70,000 gpd, sewage conveyance system and three (3) pump stations with design capacities of 42, 120, and 13 GPM, respectively. The construction of the plant is nearly completed with only the connections to the existing plant to be made and miscellaneous punch list items. Once the Public Utility Commission approves the transfer, PADEP transfers the NPDES permit to the new Wastewater Treatment Plant. and the Delaware River Basin Commission issues a permit covering the new Plant, the connection can be made to the existing collection system and the existing system shut down and the new system started up.

- 2) *A narrative and schematic diagram of the facility's basic treatment processes including the facility's National Pollutant Discharge Elimination System (NPDES) permitted capacity, and the Clean Streams Law permit number. (Reference - 25 Pa. Code §71.21(a)(2)(i)(A)).*

The current wastewater treatment plant is depicted in Attachment 10.

The wastewater treatment process begins with the incoming flow of wastewater, which first passes through a comminutor equipped with a bar screen. This stage is crucial for removing large solids and debris from the wastewater stream.

Following the initial screening, the wastewater enters two aeration tanks, where it undergoes biological treatment. In these tanks, microorganisms break down organic matter present in the wastewater through aerobic processes, promoting the conversion of pollutants into harmless byproducts.

After the aeration process, the treated wastewater flows into two settling tanks, where suspended solids settle to the bottom of the tanks, forming a sludge layer. Clarified water then exits the settling tanks and proceeds to the next stage of treatment.

At this point, chemical treatment is introduced into the process via a chemical feed unit. Chemicals are added to facilitate the removal of remaining contaminants and to optimize the overall treatment efficiency. The wastewater then flows into a gravity filter, where any remaining fine particles and impurities are removed, further improving the quality of the treated water.

Throughout the treatment process, chemical waste generated from the addition of treatment chemicals is collected in a dedicated chemical waste tank for proper disposal or treatment. Meanwhile, excess biological sludge produced during the treatment process is transferred to two aerated sludge holding tanks, where it undergoes further treatment and stabilization.

Finally, the treated wastewater enters a chlorine contact tank, where chlorine is added to disinfect the water, ensuring the removal of any remaining pathogens or harmful microorganisms.

The new wastewater treatment plant is depicted in Attachment 11.

The wastewater first enters the treatment plant and passes through the inlet bar screen. This step removes large debris and solid objects to prevent damage to downstream equipment.

After screening, the wastewater flows into the Equalization Tank (EQ Tank). Two EQ pumps help to regulate the flow of wastewater into the tank, ensuring uniform distribution and preventing overload or shock to subsequent treatment processes.

From the EQ tank, the wastewater moves into two exterior aeration tanks. Here, aerobic bacteria are encouraged to grow by pumping air into the tanks. These bacteria help in breaking down organic pollutants through activated sludge treatment.

The partially treated wastewater then enters two clarifiers. In these tanks, the activated sludge settles to the bottom while clearer water rises to the top. This separation process allows for the removal of suspended solids and particulate matter from the water.

After clarification, the water undergoes further settling in two secondary settling tanks. This step facilitates the separation of remaining sludge from the treated water before it proceeds to advanced treatment stages.

The pre-treated water then enters three pressure tertiary filters. These filters capture smaller particles and impurities that may have escaped previous treatment steps, ensuring a higher level of water purity.

After filtration, the water undergoes UV disinfection in four UV disinfection tanks. Ultraviolet light is used to kill or inactivate harmful microorganisms present in the water, ensuring it meets safety standards for discharge into the environment or for reuse purposes.

- 3) *A description of problems with existing facilities (collection, conveyance and/or treatment), including existing or projected overload under 25 Pa. Code Chapter 94 (relating to municipal wasteload management) or violations of the NPDES permit, Clean Streams Law permit, or other permit, rule or regulation of DEP. (Reference - 25 Pa. Code §71.21(a)(2)(i)(B)).*

The Deer Haven Wastewater Treatment Plant is nearing the end of its useful life. The old tankage remains sound and serviceable, but upon close inspection, many of the fittings and welds are beyond repair. There have been several violations of the NPDES permitting requirements by the existing Wastewater Treatment Plant. The PADEP has issued notices of violations to the existing operator, and PADEP is seeking to have a Consent Order and Agreement executed between the parties that will result in the existing plant being shutdown and replaced with the new treatment plant.

A number of things will be improved with this outcome. The new wastewater treatment plant will include filters which can add chemicals which will remove an increase percentage of particulate. This will improve the water quality going to the Lake. The new treatment plant includes UV disinfection which will continue to remove the infectious pathogens prior to discharge into the lake, but this will be done without the addition of harmful Chlorine into the receiving waters. Also, the Pocono Lakefront Wastewater Treatment Plant is new construction meaning that the issues foreseen with the tanks and fittings will all be resolved.

- 4) *Details of scheduled or in-progress upgrading or expansion of treatment facilities and the anticipated completion date of the improvements. Discuss any remaining reserve capacity and the policy concerning the allocation of reserve capacity. Also discuss the compatibility of the rate of growth to existing and proposed wastewater treatment facilities. (Reference - 25 Pa. Code §71.21(a)(4)(i & ii)).*

Other than the development approved under the 2014 Act 537 Plan revision for this service area, there are no scheduled or ongoing initiatives pertaining to upgrades or expansions of the treatment facility. As outlined in Section IV.A.3, minimal to negligible growth in Equivalent Dwelling Units (EDUs) is anticipated, consequently indicating a limited necessity for adjustments to accommodate any projected growth rate within the treatment facility. Nevertheless, as delineated in Section III.3, several challenges are associated with the current treatment approach, support PADEP's position in the COA negotiations to transition to the modern new Wastewater Treatment Plant as a viable resolution.

- 5) *A detailed description of the municipality's operation and maintenance (O & M) requirements for small flow treatment facility systems, including the status of past and present compliance with these requirements and any other requirements relating to sewage management programs (SMPs). (Reference – 25 Pa. Code §71.21(a)(2)(i)(C)).*

A small flow treatment facility refers to an individual or community sewerage system specifically engineered to effectively treat sewage flows up to a maximum of 2,000 gallons per day (gpd). Presently, the planning area does not contain any small flow treatment facilities, thus obviating the need for associated operation and maintenance obligations.

- 6) *Disposal areas, if other than stream discharge, and any applicable groundwater limitations. (Reference - 25 Pa. Code §71.21(a)(4)(i & ii)).*

Presently, there are no disposal areas other than stream discharge.

## **B. SEWAGE DISPOSAL NEEDS IDENTIFICATION**

*Using DEP's publication titled Act 537 Sewage Disposal Needs Identification (3800-BK-DEP1949), identify, map and describe areas that utilize individual and community onlot sewage disposal and, unpermitted collection and disposal systems ("wildcat" sewers, borehole disposal, etc.) and retaining tank systems in the planning area including:*

- 1) *The types of onlot systems in use. (Reference - 25 Pa. Code §71.21(a)(2)(ii)(A)).*

Due to the unsuitability of many soils for on-lot sewage disposal, there are currently no on-lot systems operational within the planning area, nor are there any plans to implement such systems.

- 2) *A sanitary survey complete with description, map and tabulation of documented and potential public health, pollution, and operational problems (including malfunctioning systems) with the systems, including violations of local ordinances, the Act, the Clean Stream Law or regulations promulgated thereunder. (Reference - 25 Pa. Code §71.21(a)(2)(ii)(B)).*

Due to the absence of on-lot systems within the planning area, a sanitary survey is not applicable in this context.

- 3) *A comparison of the types of onlot sewage systems installed in an area with the types of systems which are appropriate for the area according to soil, geologic conditions, topographic limitations sewage flows, and 25 Pa. Code Chapter 73 (relating to standards for sewage disposal facilities). (Reference - 25 Pa. Code §71.21(a)(2)(ii)(C)).*

As discussed in Section II, numerous limitations exist concerning the suitability of on-lot disposal systems, particularly with respect to soil composition, geological formations, and topographical characteristics. Compliant with the stipulations delineated in 25 Pa. Code Chapter 73, Standards for Sewage Disposal Facilities, it is evident that the regions within the area under consideration are deemed unsuitable for the installation of on-lot disposal systems.

- 4) *An individual water supply survey to identify possible contamination by malfunctioning onlot sewage disposal systems consistent with DEP's Act 537 Sewage Disposal Needs Identification publication. (Reference – 25 Pa. Code §71.21(a)(2)(ii)(B)).*

Given the absence of on-lot systems within the planning area, it is not pertinent to undertake an individual water supply survey aimed at identifying potential contamination resulting from malfunctioning on-lot sewage disposal systems.

- 5) *Detailed description of O & M requirements of the municipality for individual and small volume community onlot systems, including the status of past and present compliance with these requirements and any other requirements relating to SMPs. (Reference - 25 Pa. Code §71.21(a)(2)(i)(C)).*

The planning area does not onlot systems in place, rendering the detailed description of O & M requirements as outlined in 25 Pa. Code §71.21(a)(2)(i)(C) irrelevant and not applicable. Compliance with these requirements, as well as any other requirements related to SMPs, is therefore not applicable due to the absence of such systems within the jurisdiction.

#### **C. WASTEWATER SLUDGE AND SEPTAGE**

*Identify wastewater sludge and septage generation, transport and disposal methods. Include this information in the sewage facilities alternative analysis including:*

- 1) *Location of sources of wastewater sludge or septage (Septic tanks, holding tanks, wastewater treatment facilities). (Reference – 25 Pa. Code §71.71).*

The source of the wastewater sludge is Deer Haven wastewater treatment facility.

- 2) *Quantities of the types of sludges or septage generated. (Reference - 25 Pa. Code §71.71).*

The records of the existing Deer Haven WWTP are incomplete. Calculations at design flow (70,000 gpd) and design load (220 mg/l) the WWTP will produce approximately 19,850 lbs of Waste Sludge per year (this assumes a yield of 0.65 VSS/BOD applied and 35% VSS destruction within sludge holding). Assuming that the sludge is thickened to 2% by weight, approximately 120,000 gallon per year of 2% sludge would be wasted to the approved receiving systems of GHJSA or WVSA. At the moment, the flow and loading are approximately 15,000 gpd with a load of 160 mg/l. This would result in a mass 310 lbs/yr and 18,700 gallons.

- 3) *Present disposal methods, locations, capacities and transportation methods. (Reference - 25 Pa. Code §71.71).*

ESC transports waste to one of two designated facilities, namely the Greater Hazelton Joint Sewer Authority and the Wyoming Valley Sewer Authority, where it undergoes additional treatment processes.

### **SECTION IV. FUTURE GROWTH AND LAND DEVELOPMENT**

#### **A. MUNICIPAL AND COUNTY PLANNING DOCUMENTS**

*Identify and briefly summarize all municipal and county planning documents adopted pursuant to the Pennsylvania Municipalities Planning Code (Act 247) including:*

- 1) *All land use plans and zoning maps that identify residential, commercial, industrial, agricultural, recreational, and open space areas. (Reference 25 Pa. Code §71.21(a)(3)(iv)).*

##### Pike County

The County is subdivided into six zones

- Residential Development
- Delaware Water Gap National Recreation Area, DWGNRA (NPS)
- State Game Lands
- Promised Land State Park
- Delaware State Forest
- UPDSRRC (Private Land)

#### Palmyra Township

The Township states that it is divided into eight zoning districts

- Residential District (R)
- Mixed Residential (MR)
- Special Purpose (S)
- Mobile Home Park (MP)
- Community Commercial (CC)
- Highway Commercial (HC)
- Local Commercial (LC)
- Lake Wallenpaupack (LW)

- 2) *Zoning or subdivision regulations that establish lot sizes predicated on sewage disposal methods. (Reference – 25 Pa. Code §71.21(a)(3)(iv)).*

#### Pike County

As stated previously, the planning area is not zoned according to the Pike County zoning map.

#### Palmyra Township

According to the zoning ordinance, the Township is divided into eight zoning districts, which each has its own building requirements for new or existing properties.

| Zoning District         | Minimum Lot Size (acres) | Minimum Lot Width (feet) | Minimum Lot Depth (feet) | Maximum Building Height (feet) | Maximum Lot Coverage (%) |
|-------------------------|--------------------------|--------------------------|--------------------------|--------------------------------|--------------------------|
| R/MR-All Residential    | 2.0                      | NOTE #1                  | NOTE #1                  | 30                             | 30                       |
| S-Special Purpose       | 2.0                      | NOTE #1                  | NOTE #1                  | 35                             | 30                       |
| CC-Community Commercial | 0.5                      | 100                      | 200                      | 35                             | 40                       |
| LC-Local Commercial     | 0.5                      | 100                      | 200                      | 35                             | 40                       |
| HC-Highway Commercial   | 0.5                      | 100                      | 200                      | 35                             | 40                       |

Note #1- Lot width and lot depth in the R and S Districts and for all residential lots are governed by the Township Subdivision and Land Development Ordinance

The service area falls within the Community Commercial zoning district of the Township.

- 3) *All limitations and plans related to floodplain and stormwater management and special protection (25 Pa. Code Chapter 93) areas. (Reference - 25 Pa. Code §71.21(a)(3)(iv)) Appendix B, Section II.F of the Planning Guide*

The Stormwater Management requirements are listed in the Pike County Comprehensive Plan,  
*“A. All Regulated Earth Disturbance activities within the Municipality shall be designed, implemented, operated and maintained to meet the purposes of this Ordinance, through these two elements:*

1. *Erosion and Sediment control during the earth disturbance activities (e.g., during construction), and*
2. *Water quality protection measures after completion of earth disturbance activities (e.g., after construction), including operations and maintenance.*

*B. No Regulated Earth Disturbance activities within the Municipality shall commence until the requirements of this Ordinance are met.*

*C. Erosion and sediment control during Regulated Earth Disturbance activities shall be addressed as required by Section 303.*

*D. Post-construction water quality protection shall be addressed as required by Section 304. Operations and maintenance of permanent stormwater BMPs shall be addressed as required by Article IV.*

*E. All Best Management Practices (BMPs) used to meet the requirements of this Ordinance shall conform to the State Water Quality Requirements, and any more stringent requirements as determined by the Municipality.”*

The zoning ordinance of Palmyra Township requires all property owners within the identified Floodplain Overlay District, to abide with limits outlined in section 7.403 of the zoning ordinance. Stated in the ordinance: *“No new construction, no development, and no substantial improvements shall be permitted in any identified floodplain area”*

It is important to note that the planning area is not within the floodplain area as depicted in Attachment 12.

## **B. PLANNING BASED ON GROWTH**

- 1) *Areas with existing development or plotted subdivisions. Include the name, location, description, total number of equivalent dwelling units (EDUs) in development, total number of EDUs currently developed and total number of EDUs remaining to be developed (include time schedule for EDUs remaining to be developed). (Reference - 25 Pa. Code §71.21(a)(3)(i)).*

A substantial portion of the planning area has already been developed. As depicted in the Palmyra Township zoning map composite, Attachment 13, the area is zoned entirely as community commercial land. Meanwhile, Pike County defines the planning area as unzoned and residential development. This is shown in Attachment 14, which also lists the total lots as well as the amount of developed lots.

- 2) *Land use designations established under the Pennsylvania Municipalities Planning Code (35 P.S. 10101-11202), including residential, commercial and industrial areas. (Reference - 25 Pa. Code §71.21(a)(3)(ii)). Include a comparison of proposed land use as allowed by zoning and existing sewage facility planning. (Reference - 25 Pa. Code §71.21(a)(3)(iv)).*

As described in Section IV-A, Municipal and Planning documents, the Township as well as the County have zoning and subdivision established. Both are separated into districts. The land uses for each district are consistent with sewage facility planning. Onlot systems will not be used, a treatment facility will be.

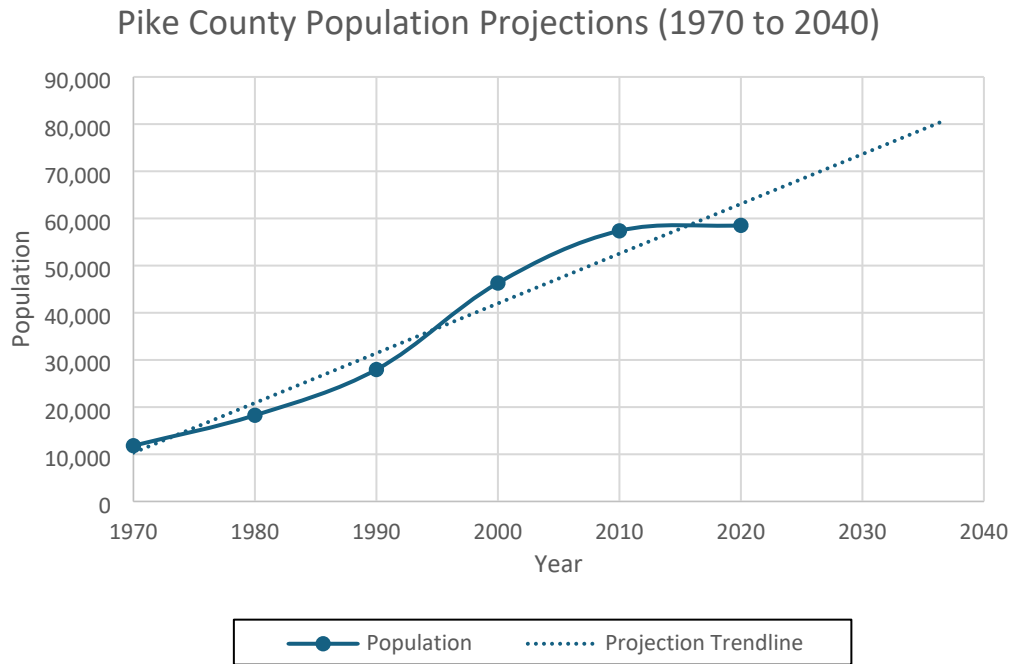
- 3) *Future growth areas with population and EDU projections for these areas using historical, current and future population figures and projections of the municipality. Discuss and evaluate discrepancies between local, county, state and federal projections as they relate to sewage facilities. (Reference - 25 Pa. Code §71.21(a)(1)(iv) and (a)(3)(iii)).*

The 2014 Act 537 Approval by the Department for this service area recognized anticipated growth of sewerage flow of 44,000 GPD, with an existing flow of 24,000 GPD. This converts

to a total of 350 EDUs, of which 220 EDUs had yet to be constructed. That 220 additional EDUs still has not been constructed. The balance of the planning area has been developed with no future plans to develop further as there is no raw acreage that is raw land.

Future Growth for Pike County

Pike County was the fastest growing County in Pennsylvania between 1990 and 2000. As listed in their most recent comprehensive plan from 2006, there are approximately 37,000 acres of developed land, 131,000 buildable acres, and 193,000 acres that are not readily buildable. However, data from the United States Census Bureau for 2010 and 2020 shows that the sharp population increases slow down greatly. Therefore, it can be expected that the population will slightly increase as seen below:

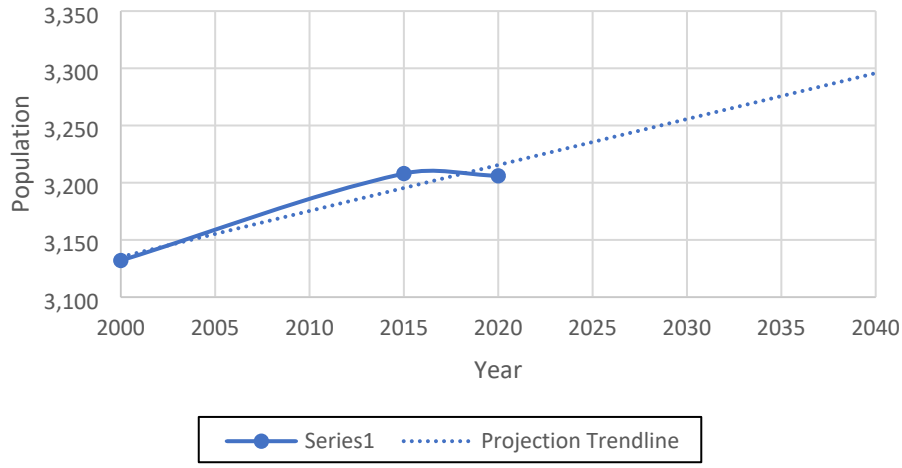


No future growth in EDU is expected to occur within the next 5-20 years as there is no acreage that is raw land for development.

Future Growth for Palmyra County

Population forecasts over the next 20 years are based on the historical estimates and an extension of recent population trends. The following graph shows the expected population of Palmyra Township.

## Palmyra Township Population Projections (2000 to 2040)



As seen from both the County and Township population data, there is little growth within the last 5 to 10 years. Pike County and Palmyra Township are generally trending towards an increase in population.

- 4) *Zoning, and/or subdivision regulations; local, county or regional comprehensive plans; and existing plans of any other agency relating to the development, use and protection of land and water resources with special attention to: (Reference - 25 Pa. Code §71.21(a)(3)(iv)).*
- public ground/surface water supplies
  - recreational water use areas
  - groundwater recharge areas
  - industrial water use
  - wetlands

As listed in the Palmyra Township zoning ordinance,

*“D. Adjusted Tract Acreage – Determination of the maximum number of permitted dwelling units on development tract shall be based upon the adjusted tract acreage of the site. The adjusted tract acreage shall be determined by multiplying the acreage classified as being in the categories of constrained land by the numerical constraint factor for that category of constrained land, summing all factored constrained land areas, and then deducting the total from the gross tract area. The following areas of constrained land shall be deducted from the gross (total) tract area: -- designated wetlands as determined by delineation 0.95 –*

*D. Stream and Water Body Buffer- For the purpose of preserving water quality, minimizing flood damage, and ensuring recreational access to the stream or body of water the standards in this §7.0403.D shall apply.*

1. *Identified Streams and Water Bodies – Fifty-Foot Buffer – If new construction, development, and substantial improvement are not otherwise prohibited by §7.403.B, a buffer zone and building setback of not less than fifty (50) feet shall be maintained from the top of bank on each side of any stream with an identified floodplain area or body of water. No new construction, development or substantial improvement shall be allowed in this buffer zone except for encroachments and obstructions as defined and approved by DEP.”*

Although the ordinances do not provide specific regulations for public ground/surface water supplies, recreational water use areas, groundwater recharge areas, industrial water use, and wetlands, any proposed development undergoes thorough review by both local and County planning commissions. Additionally, relevant authorities such as the Department of Environmental Protection (DEP), and the United States Army Corps of Engineers are involved in the review process when applicable.

- 5) *Sewage planning necessary to provide adequate wastewater treatment for 5 and 10-year future planning periods based on projected growth of existing and proposed wastewater collection and treatment facilities. (Reference - 25 Pa. Code §71.21(a)(3)(v)).*

This will be discussed further in Section V. A gravity sewer line will need to be built throughout the new sewer service area. This would include Rabbit Run, Pine Hill, and Guccinnin Boulevard as well as some commercial properties located along SR 507.

## **SECTION V. ALTERNATIVES TO PROVIDE NEW OR IMPROVED WASTEWATER DISPOSAL FACILITIES**

The objective of this plan is to assess various options aimed at facilitating both short-term and long-term strategies for wastewater management. There are a limited number of alternatives to achieve proper treatment of the planning area. The planning area is currently under the existing service of Deer Haven Wastewater Treatment Plant, therefore the use of onlot disposal methods would not be reasonable. Along with this, as explained in the previous sections, the soil is not appropriate for onlot disposal use.

Furthermore, the current Deer Haven WWTP is antiquated and obsolete, prompting pending DEP action due to non-compliance. Substantial upgrades are necessary to ensure successful treatment in alignment with regulatory standards. This would leave only two realistic alternatives:

- A. Alternative 1- The existing Deer Haven Wastewater Treatment Plant could be rehabilitated to properly provide treatment of 70,000 GPD of wastewater.

The Deer Haven WWTP, established in the 1970s, exhibits signs of aging within its structures. The process flow diagram is depicted in Attachment 10, outlining the unit processes and sewer facilities, which primarily encompass the following components:

1. WWTP Facilities

- Headworks
  - Discrete solids grinding
- Influent Equalization
  - Tank Volume is approximately 20,000 gallons
  - Raw Sewage Pumps
- Aeration
  - Course Bubble Aerators
  - Positive Displacement Blowers
- Clarification
  - Multi-Use – Sludge Pumps (Return & Waste)
- Disinfection
  - Chlorination
  - Dechlorination
- Sludge Holding
  - Couse Bubble Diffusers

2. Collection Facilities

- There would be gravity sewer line built throughout the new sewer service area (Rabbit Run, Pine Hill and Guccinnin Boulevard and some commercial properties located along SR 507).

3. Interconnection

- A gravity crossing of SR 507 would need to be constructed.

- B. Alternative 2- A new wastewater treatment plant, the Pocono Lakefront Wastewater Treatment Plant, could be constructed near the Deer Haven Plant to provide treatment of 70,000 GPD of wastewater.

A prospective Wastewater Treatment Plant could be constructed on adjacent land near the current facilities along SR 507. The process flow diagram, detailed in Attachment 11, predominantly features the following unit processes and sewer facilities:

1. WWTP Facilities

- Headworks
  - Discrete solids grinding

- Influent Equalization
    - Tank Volume is approximately 20,000 gallons
    - Raw Sewage Pumps
  - Aeration
    - Course Bubble Aerators
    - Positive Displacement Blowers
  - Clarification
    - Multi-Use – Sludge Pumps (Return & Waste)
  - Disinfection
    - UV Disinfection
  - Sludge Holding
    - Couse Bubble Diffusers
2. Collection Facilities
    - There would be gravity sewer line built throughout the new sewer service area (Rabbit Run, Pine Hill and Guccinnin Boulevard and some commercial properties located along SR 507).
    - The new collection system has force mains installed for each pump station to the treatment plant.
  3. Interconnection
    - Two pump stations were constructed, one west of Route 507 and one East of Route 507 to which the existing collection system will be connected.

## VI. Evaluation of Alternatives

A. *Technically feasible alternatives identified in Section V of this checklist must be evaluated for consistency with respect to the following: (Reference - 25 Pa. Code §71.21(a)(5)(i)).*

1. *Applicable plans developed and approved under **Sections 4 and 5 of the Clean Streams Law or Section 208 of the Clean Water Act** (33 U.S.C.A. 1288). (Reference - 25 Pa. Code §71.21(a)(5)(i)(A)). Appendix B, Section II.A of the Planning Guide.*

The alternatives deliberated upon in Section V of this plan demonstrate technical feasibility in mitigating the pollution challenges faced by the planning area, with a focus on safeguarding water quality and averting stream degradation. Each alternative delineates comprehensive strategies for the efficient collection, treatment, and disposal of wastewater, adhering meticulously to existing regulations and standards. The chosen alternatives, as evaluated in this Plan, align with and ensure compliance with the mandates stipulated in the Clean Streams Law and Clean Water Act.

2. *Municipal wasteload management **Corrective Action Plans or Annual Reports** developed under 25 Pa. Code Chapter 94. (Reference - 25 Pa. Code §71.21(a)(5)(i)(B)). The municipality's recent Wasteload Management (25 Pa. Code Chapter 94) Reports should be examined to determine if the proposed alternative is consistent with the recommendations and findings of the report. Appendix B, Section II.B of the Planning Guide.*

As stated in Section I, there is a draft PADEP Consent Order and Agreement being negotiated regarding the existing wastewater treatment plant owned by between Deer Haven. This COA will likely require the customers of Deer Haven to connect to a new WWTP.

3. *Plans developed under **Title II of the Clean Water Act** (33 U.S.C.A. 1281-1299) or **Titles II and VI of the Water Quality Act of 1987** (33 U.S.C.A 1251-1376). (Reference - 25 Pa. Code §71.21(a)(5)(i)(C)). Appendix B, Section II.E of the Planning Guide.*

The alternatives within this plan are consistent with, and will meet the requirements of the Clean Water Act and Water Quality Act. As discussed in Section VI.A.1, the alternatives are consistent with the planning documents of both Palmyra Township and Pike County

4. *Comprehensive plans developed under the Pennsylvania Municipalities Planning Code. (Reference 25 Pa. Code §71.21(a)(5)(i)(D)). The municipality's comprehensive plan must be examined to assure that the proposed wastewater disposal alternative is consistent with land use and all other requirements stated in the comprehensive plan. Appendix B, Section II.D of the Planning Guide.*

The plans of both municipalities was reviewed and discussed in Section IV.A. The alternatives listed are not in conflict with either document regarding land use.

5. *Antidegradation requirements as contained in 25 Pa. Code Chapters 93, 95 and 102 (relating to water quality standards, wastewater treatment requirements and erosion control) and the Clean Water Act. (Reference 25 Pa. Code §71.21(a)(5)(i)(E)). Appendix B, Section II.F of the Planning Guide.*

As previously discussed, the treated water will exit into Lake Wallenpaupack, classified as high-quality (HQ-CWF, MF) per PA Code Title 25, Chapter 93. The alternatives listed will ensure compliance with requirements as well as preventing any unwanted contaminants.

6. *State Water Plans developed under the Water Resources Planning Act (42 U.S.C.A. 1962-1962 d-18). (Reference 25 Pa. Code §71.21(a)(5)(i)(F)). Appendix B, Section II.C of the Planning Guide.*

The alternatives within this plan are consistent with and will meet the requirements.

7. *Pennsylvania Prime Agricultural Land Policy contained in Title 4 of the Pennsylvania Code, Chapter 7, Subchapter W. Provide narrative on local municipal policy and an overlay map on prime agricultural soils. (Reference 25 Pa. Code §71.21(a)(5)(i)(G)). Appendix B, Section II.G of the Planning Guide.*

As discussed in Section II, there is little to no prime agricultural land within the planning area, thus it will not be disturbed.

8. *County Stormwater Management Plans approved by DEP under the Storm Water Management Act (32 P.S. 680.1-680.17). (Reference 25 Pa. Code §71.21(a)(5)(i)(H)). Conflicts created by the implementation of the proposed wastewater alternative and the existing recommendations for the management of stormwater in the county Stormwater Management Plan must be evaluated and mitigated. If no plan exists, no conflict exists. Appendix B, Section II.H of the Planning Guide.*

The alternatives considered are consistent with the county stormwater management plan.

9. *Wetland Protection. Using wetland mapping developed under Checklist Section II.G, identify and discuss mitigative measures including the need to obtain permits for any encroachments on wetlands from the construction or operation of any proposed wastewater facilities. (Reference 25 Pa. Code §71.21(a)(5)(i)(I)) Appendix B, Section II.I of the Planning Guide.*

As discussed in Section II of this Plan, the planning area does not lie directly within wetlands. However, the treated water will enter Lake Wallenpaupack. All alternatives outlined in Section V prioritize the avoidance of wetlands whenever feasible. Furthermore, alternative 2 will use ultraviolet light disinfection as opposed to chlorine disinfection. As a result, the sensitive water is not being exposed to any harsh chemicals. No storing of chlorination tanks or dichlorination chemicals will be needed due to this.

10. *Protection of rare, endangered or threatened plant and animal species as identified by the Pennsylvania Natural Diversity Inventory (PNDI). (Reference 25 Pa. Code §71.21(a)(5)(i)(J)). Provide DEP with a copy of the completed PNDI Manual Project Submission Form. Also provide a copy of the response letters from the 4 jurisdictional agencies regarding the findings of the PNDI search. Appendix B, Section II.J of the Planning Guide.*

A Pennsylvania Natural Diversity Inventory search was conducted and is attached as Attachment 15. No species were identified as a concern, and environmental impact will be mitigated with proactively.

11. *Historical and archaeological resource protection under P.C.S. Title 37, Section 507 relating to cooperation by public officials with the Pennsylvania Historical and Museum Commission (PHMC). (Reference 25 Pa. Code §71.21(a)(5)(i)(K)). Provide DEP with a completed copy of a Cultural Resource Notice and a return receipt for its submission to PHMC. Provide a copy of the response letter or review stamp from the Bureau of Historic Preservation (BHP) indicating the project will have no effect on, or that there may be potential impacts on, known archaeological and historical sites and any avoidance and mitigation measures required. Appendix B, Section II.K of the Planning Guide.*

A historic resource and archaeological site review was conducted within the planning area and is attached as Attachment 16.

- B. *Provide for the resolution of any inconsistencies in any of the points identified in Section VI.A. of this checklist by submitting a letter from the appropriate agency stating that the agency has received, reviewed and concurred with the resolution of identified inconsistencies. (Reference - 25 Pa. Code §71.21(a)(5)(ii)). Appendix B of the Planning Guide.*

There are no identified inconsistencies, therefore, no resolution is required.

- C. *Evaluate alternatives identified in Section V of this checklist with respect to applicable water quality standards, effluent limitations or other technical, legislative or legal requirements. (Reference - 25 Pa. Code §71.21(a)(5)(iii)).*

The Deer Haven Wastewater Treatment Plant is operating under an NPDES permit, the renewal of which is being held up pending the resolution of the COA. Once the COA is resolved, the permit will be transferred to the new Wastewater Treatment Plant to maintain compliance with respect to water quality standards, effluent limitations, or other technical, legislative, or legal requirements.

D. *Provide cost estimates using present worth analysis for construction, financing, ongoing administration, O & M and user fees for alternatives identified in Section V of this checklist. Estimates shall be limited to areas identified in the plan as needing improved sewage facilities within 5 years from the date of plan submission. (Reference - 25 Pa. Code §71.21(a)(5)(iv)).*

Cost estimates are provided in Attachment 17 for both alternatives.

The technical feasibility of Alternative 1 is hard to determine as the final adjudication of the Consent Order & Agreement (COA) is not complete as of this writing. Also, the condition of the existing structural steel tanks and support equipment at the existing Deer Haven WWTP could not be verified while the plant is in operation. The COA lists a number of issues relating to all aspects of treatment – pH, Disinfection, BOD, TSS, Ammonia & Total Phosphorus Discharge Limit violations, along with procedural violations related to the current NPDES permit.

We have assumed that an entirely new wastewater treatment plant would need to be constructed. This new plant is similar in nature to the existing facility and would also match the plant for Alternative 2 – the Pocono Lake Front WWTP. The sole exception is that the existing facility currently operates a Chlorination system for disinfection and that process would remain. Meanwhile, Alternative 2, proposes a UV Disinfection System which would be preferred.

A schematic of Alternative 1 is provided as Attachment 18. A similar schematic of Alternative 2 – Pocono Lakefront WWTP is also provided as Attachment 11.

In order to conduct the review of costs associated with both Alternatives, we do not need to evaluate the costs of common systems, only those differences as defined herein.

#### **Alternative #1 – Rehabilitation of the Deer Haven WWTP**

This facility would have the following common components:

- A new gravity collection system and pump stations within Pocono Lakefront Development
- New Headworks Operation
- New Aeration Tankage
- New Blowers
- New Final Clarifiers
- New Return and Waste Sludge Pumping Systems
- New Equalization and Clarified Effluent Pumping
- New Tertiary Filtration

And, the following unique components:

- The existing Deer Haven WWTP would need to be removed. This demolition work is estimated to take 320 manhours and would require at least 40 hours of a backhoe or similar piece of heavy equipment.
- At a minimum, we would need to provide two weeks of flow maintenance and treatment during the change over from the old Deer Haven WWTP to the new facilities.

- A new Chlorine Contact Tank would need to be constructed and we have budgeted this at \$2.00 per gallon.
- The new chlorination system would require redundant chlorine ejectors and dechlorination ejectors along with solution piping.
- We would need to connect the Pocono Lakefront development to the collection system associated with Deer Haven. This would be done by gravity crossing of State Route 507 and would be a bored crossing with a carrier pipe at an estimated cost of \$500 per linear foot.

A similar analysis is performed on the cost to operate Alternative 1 – Rehabilitated Deer Haven WWTP. The only differences in plant operating costs are as follows:

- The cost of the Chlorination and Dechlorination Chemicals
- The power needed to operate the ejector pumps (2 units, operating 25% of the time with a nominal horsepower of 0.75)
- The manhours associated with the changing of the chemical drums associated with the Chlorination and Dechlorination.

As can be seen in the Cost Analysis in Attachment 17, we estimate that the total project cost differential of the Alternative 1 – Rehabilitated Deer Haven WWTP facilities is \$204,374.

We estimate that 20-year life cycle cost of the additional operation to be \$225,950.

This results in a **total present worth value of \$430,325**. This value does not include any resulting salvage value, cost comparisons of inflation, or interest because the impacts would be the same to both values.

#### **Alternative #2 – Pocono Lakefront WWTP**

This facility has the following common components:

- A new gravity collection system and pump stations within Pocono Lakefront Development
- New Headworks Operation
- New Aeration Tankage
- New Blowers
- New Final Clarifiers
- New Return and Waste Sludge Pumping Systems
- New Equalization and Clarified Effluent Pumping
- New Tertiary Filtration

And, the following unique components:

- There will need to be a pump station built near the location of the existing Deer Haven WWTP, this pump station will lift the collected flow up to the new Pocono Lakefront WWTP. The Pump Station will consist of a wetwell, submersible pumps and a pressure crossing of State Route 507. We anticipate this will cost \$70,000.
- The new Pocono Lakefront WWTP will have an UltraViolet Light irradiation system for disinfection. We anticipate that this will cost \$30,000.

The operational cost differences will be as follows:

- We will need to provide power to the new pump station. We anticipate two pumps of 2.5 horsepower each with 37.5% operation.

- The UV system will require a fractional horsepower with will amount to 9 KW hours per month.

From this, we calculate a capital cost of \$142,600, an operating cost difference of \$1,096 and a **total life cycle cost of \$143,696.**

Based upon the total life cycle cost, we conclude that **Alternative No. 2 – a new Pocono Lakefront WWTP** is the lowest cost alternative. It should be noted that the total cost of this alternative is not presented herein, but instead we have evaluated the differences between the two alternatives.

Furthermore, the **Pocono Lakefront WWTP – Alternative No. 2** has the added benefit of assuring all parties (the PA DEP, the developers, and the community at large) of being a reliable solution moving forward. There is some uncertainty with Alternative No. 1, while Alternative No. 2 will provide safe and reliable treatment and a high-quality discharge to Lake Wallenpaupack.

- E. *Provide an analysis of the funding methods available to finance the proposed alternatives evaluated in Section V of this checklist. Also provide documentation to demonstrate which alternative and financing scheme combination is the most cost-effective; and a contingency financial plan to be used if the preferred method of financing cannot be implemented. The funding analysis shall be limited to areas identified in the plan as needing improved sewage facilities within 5 years from the date of the plan submission. (Reference - 25 Pa. Code §71.21(a)(5)(v)).*

No funding methods were analyzed; PL Utilities, the owner of the wastewater treatment plant, paid for the new treatment plant and is a Pennsylvania Limited Liability Company.

- F. *Analyze the need for immediate or phased implementation of each alternative proposed in Section V of this checklist including: (Reference - 25 Pa. Code §71.21(a)(5)(vi)).*
1. *A description of any activities necessary to abate critical public health hazards pending completion of sewage facilities or implementation of SMPs. (Reference - 25 Pa. Code §71.21(a)(5)(vi)(A)).*

While construction of the new wastewater treatment plant is being conducted, the Deer Haven Wastewater Treatment Plant will continue to provide uninterrupted treatment of all sewage to prevent any contamination to the public and the Lake.

2. *A description of the advantages, if any, in phasing construction of the facilities or implementation of a SMP justifying time schedules for each phase. (Reference - 25 Pa. Code §71.21(a)(5)(vi)(B)).*

While construction of the new wastewater treatment plant is being conducted, the Deer Haven Wastewater Treatment Plant will continue to provide uninterrupted treatment of all sewage to prevent any contamination to the public and the Lake.

- G. *Evaluate administrative organizations and legal authority necessary for plan implementation. (Reference - 25 Pa. Code §71.21(a)(5)(vi)(D)).*

Palmyra Township and Pike County would have the responsibility of approving the plan or offering comments during the notice period. The Department of Environmental Protection must also approve the plan.

## **VII. INSTITUTIONAL EVALUATION**

- A. Provide an analysis of all existing wastewater treatment authorities, their past actions and present performance including:

The existing Deer Haven Wastewater Treatment Plant is operated by a private, for-profit company. The new Wastewater Treatment Plant will also be operated by a private, for-profit company. There is no change in operational function. There will be no need for municipality for the municipalities to implement the construction of the treatment plant. The rates to be charged by the new owner and operator will continue at the existing rate paid by the customers of the Deer Haven Wastewater Treatment Plant, which is \$46.60 per month per user.

## **SECTION VIII. IMPLEMENTATION SCHEDULE AND JUSTIFICATION FOR SELECTED TECHNICAL & INSTITUTIONAL ALTERNATIVES**

### **A. IDENTIFIED ALTERNATIVE**

*Identify the technical wastewater disposal alternative which best meets the wastewater treatment needs of each study area of the municipality. Justify the choice by providing documentation which shows that it is the best alternative based on:*

The comparative assessment of sewage collection and wastewater treatment alternatives, namely Alternative 1 and Alternative 2, predominantly entails discerning their distinctions. Regarding Alternative 1, it necessitates the demolition of the existing facility prior to the construction of a new WWTP, a process mirrored in Alternative 2. Notably, the collection sewers remain consistent across both alternatives, except for the interconnect: in Alternative 1, a gravity sewer crossing is employed, while in Alternative 2, a Pump Station is utilized.

#### **Alternative 1:**

Capital Cost Variances:

- Demolition Expenses
- Chlorination & Dechlorination Systems
- Gravity Sewer Crossing at SR507

Operating Cost Variances:

- Expenses Associated with Chlorination & Dechlorination
- Costs Linked to Gravity Crossing

**Alternative 2:**

Capital Cost Variances:

- Implementation of UV Disinfection System
- Installation of Pump Station & Force Main for crossing SR507

Operating Cost Variances:

- Operational Costs of Pump Station
- Expenses of UV Disinfection Operation

Based on the information provided, the alternative that best meets the wastewater treatment needs of the planning area is alternative 2.

- 1) *Existing wastewater disposal needs. (Reference - 25 Pa. Code §71.21(a)(6)).*

The new Wastewater Treatment Plant will be able to address current issues regarding the age of the current plant and its inability to reliably meet standards. The New plant will be able to treat 70,000 GPD reliably.

- 2) *Future wastewater disposal needs. (5 and 10 year growth areas). (Reference - 25 Pa. Code §71.21(a)(6)).*

The new Wastewater Treatment Plant will be able to adequately address the future wastewater needs of the planning area with its updated and more reliable treatment technology.

3) *O & M considerations. (Reference - 25 Pa. Code §71.21(a)(6)).*

PL Utilities LLC has all of the necessary experience and resources to effectively operate and maintain the wastewater treatment plant. PL Utilities will be hiring the current operator of the existing treatment plant, Environmental Services Corporation of PA, Inc. ("ESC"), once it acquires the collections system from Deer Haven and the needed PADEP and DRBC permits and PUC approvals. ESC has a team of fully PA licensed wastewater operators, as well as the capability to oversee and manage operations.

PL Utilities is a Pennsylvania Limited Liability Company that has Jacob and Bonnie Goren as its sole members. Jacob and Bonnie Goren have fronted the construction costs of the new wastewater treatment plant and have substantial assets to ensure its continued operation. Further, the revenues generated from the rates provide nearly \$35,000 a year, which cover existing O&M costs.

Rates will be based upon the amounts approved by the PAPUC. The current rates approved by the PUC for Deer Haven are \$46.60 per month per user. The transfer of the wastewater system will not impact rates.

4) *Cost-effectiveness. (Reference - 25 Pa. Code §71.21(a)(6)).*

The overall cost to construct the new wastewater treatment plant is \$2,608,630.75. The capital costs were described in Attachment 17

5) *Available management and administrative systems. (Reference - 25 Pa. Code §71.21(a)(6)).*

PL Utilities LLC has hired the current operator of the existing treatment plant, Environmental Services Corporation of PA, Inc. ("ESC"), once it acquires the collections system from Deer Haven and the needed PADEP and DRBC permits and PUC approvals. ESC has a team of fully PA licensed wastewater operators, as well as the capability to oversee and manage operations.

6) *Available financing methods. (Reference - 25 Pa. Code §71.21(a)(6)).*

As previously stated, PL Utilities is a Pennsylvania Limited Liability Company has paid for the costs related to the new plant.

7) *Environmental soundness and compliance with natural resource planning and preservation programs. (Reference - 25 Pa. Code §71.21(a)(6)).*

The new wastewater treatment plant will be able to comply with natural resource planning and preservation programs. Ultraviolet disinfection will be able to treat the water without the need for chlorine and dichlorination chemicals. This means that the storage of these chemicals will not be necessary.

**B. CAPITAL FINANCING PLAN**

*Designate and describe the capital financing plan chosen to implement the selected alternative(s). Designate and describe the chosen back-up financing plan. (Reference - 25 Pa. Code §71.21(a)(6))*

As previously stated, PL Utilities is a Pennsylvania Limited Liability Company that has paid for the costs related to the new plant.

**C. IMPLEMENTATION SCHEDULE**

*Designate and describe the implementation schedule for the recommended alternative, including justification for any proposed phasing of construction or implementation of a SMP. (Reference – 25 Pa. Code §71.31(d))*

The implementation schedule is as follows:

| TASK  | COMPLETION DATE |
|---|-----------------|
| Submit Act 537 Plan for Public and Planning Commission Review | May 13, 2024    |

|  |                   |
|--|-------------------|
| Advertisement                                      | May 13, 2024      |
| Submit Public Utility Commission                   | May 2024          |
| End of Public Comment Period                       | July 13, 2024     |
| End of Planning Commission Review Period           | July 15, 2024     |
| Respond to All Act 537 Plan Comments               | July 30, 2024     |
| Final COA Negotiation – Deer Haven WWTP            | July, 2024        |
| Township Official Action on Act 537 Plan           | August 2024       |
| Submit Act 537 Plan to PA DEP                      | August 2024       |
| Submit Water Quality Management Permit Application | Completed         |
| Initiate and Complete Pocono Lakefront WWTP        | Completed         |
| Construction of Pocono Lakefront WWTP              | Completed         |
| DRBC Hearing                                       | November 6, 2024  |
| DRBC Approval                                      | December 6, 2024  |
| DEP Act 537 Plan Accepted                          | December 30, 2024 |
| NPDES Permit Issued                                | December 31, 2024 |

**SECTION IX. ENVIRONMENTAL REPORT (ER) GENERATED FROM THE UER PROCESS**

**A. UNIFORM ENVIRONMENTAL REVIEW**

*Complete an ER as required by the UER process and as described in the DEP Technical Guidance (381-5511-111).*

The Uniform Environmental Review was completed via the Pennsylvania National Heritage Program and is attached as Attachment 15. The Pennsylvania National Heritage Program, sanctioned on January 14, 2019, was invoked to denote the project upon its completion. This selection was advised by the Fish & Wildlife Service, considering the subsequent inclusion of the long-eared bat as a protected species in the vicinity. However, this designation is not applicable post-construction.

As evident, there are no species of concern identified within the planning area, and proactive measures will be implemented to mitigate environmental impact.

Review of the Planning area by the State Historic Preservation Officer, attached as Attachment 16. It was determined that there was no effect on archaeological resources.

**ATTACHMENT 1**  
**12/8/14 DEP APPROVAL LETTER**

December 8, 2014

Ms. Jo-Ann Rose, Administrator  
Palmyra Township, Pike County  
115 Buehler Lane  
Paupack, PA 18451

Re: Pocono Lakefront  
44,000 GPD  
APS: 858424  
DEP Code No: 2-52910165-3  
Palmyra Township, Pike County

Dear Ms. Rose:

The Department of Environmental Protection (DEP) has reviewed the above referenced proposed Official Plan Revision.

Phase I of the project consists of the construction of 218 townhouses, clubhouse, and a new Wastewater Treatment Plant (WWTP) on a 96.90 parcel located along both sides of Route 507 in Palmyra Township, Pike County. The WWTP will be relocated from the lake side of Route 507 to the opposite side of Route 507; however, the permitted capacity and discharge location will remain the same as currently permitted. All existing collection and conveyance lines located within the Pocono Lakefront Property will be replaced. A low pressure sewage collection system with grinder pumps serving each townhouse unit will be constructed. The total permitted capacity for the treatment plant is 70,000 GPD. The WWTP is currently projected to discharge 23,000 GPD based on the current WWTP hydraulic loading data and projected flow from un-built properties currently included within the current service area. The projected sewage flow for phase I is 44,000 GPD, which is based on 218 townhouses @ 200 GPD/townhouse, and a clubhouse @ 400 GPD. Water will be supplied by the existing public water supply system.

Any future phases proposing additional townhouses must obtain sewage planning approval. In order to document that the WWTP would have capacity for additional townhouses, an analysis of the collection, conveyance and treatment capacities will be required, similar to the analysis required for municipal wastewater treatment facilities by Chapter 94, the Municipal Wasteload Program.

The plan revision consisting of Phase I for 218 townhouses is approved with the following comments:

If there are mapped wetlands within your proposed development, you are hereby notified that an encroachment permit under Title 25, Chapter 105 of the Rules and Regulations of DEP must be obtained from DEP prior to any construction that will encroach on wetlands.

The approved project will require a Water Quality Management (Part II) permit for the construction and operation of the proposed sewage facilities. The permit application must be submitted in the name of the Pocono Lakefront LLC. Issuance of a Part II permit will be based upon a technical evaluation of the permit application and supporting documentation. Starting construction prior to obtaining a permit is a violation of the Clean Streams Law. The Part II permit application can be obtained from DEP's Clean Water Program at the letterhead address, or downloaded from the Internet at [www.dep.state.pa.us/dep/deputate/watermgt/wqp/forms/forms\\_home.htm/](http://www.dep.state.pa.us/dep/deputate/watermgt/wqp/forms/forms_home.htm/)

The Safe Drinking Water Act of Pennsylvania mandates that a permit from DEP is required prior to the construction or modification of a public water system, except for waterline extensions. Contact the regional office of the Safe Drinking Water Program to obtain an application for such required permits.

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, Second Floor, 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 at 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.

**IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.**

**IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717.787.3483) FOR MORE INFORMATION.**

If you have any questions concerning this matter, please call Robert Corby at 570-895-4049.

Sincerely,

A handwritten signature in black ink, appearing to read "M. J. Brunamonti". The signature is fluid and cursive, with a long horizontal stroke at the end.

Michael J. Brunamonti, P.E.  
Program Manager  
Clean Water Program

cc: Pocono Lakefront, LLC  
Deer Haven, LLC  
Kiley Associates, LLC  
Pike County Planning Commission

bcc: Pocono District Office file  
File: RS 537, Palmyra Township, Pike County  
D. Fritz  
R. Stermer  
T. Detweiler, Pocono District Office

MJB:DIF:sp  
WP: R3-9088.doc  
H(Ashare): 12/5/14; T(F)P: 12/8/14

**ATTACHMENT 2**  
**DRAFT CONSENT ORDER AND AGREEMENT**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

In the Matter of:

|                      |   |                                     |
|----------------------|---|-------------------------------------|
| Deer Haven, LLC      | : | Violations of The Clean Streams Law |
| 15 Picatinny Road    | : | and                                 |
| Morristown, NJ 07960 | : | NPDES Permit No. PA0041912          |
|                      | : | Palmyra Township, Pike County       |

**CONSENT ORDER AND AGREEMENT**

This Consent Order and Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department") and Deer Haven, LLC ("Deer Haven")

The Department has found and determined the following:

- A. The Department is the agency with the duty and authority to administer and enforce The Clean Streams Law, Act of June 22, 1937, P.L. 1987, as amended, 35 P.S. § 691.1 et seq. ("Clean Streams Law"); Section 1917-A of the Administrative Code of 1929, Act of April 9, 1929, P.L. 177, as amended, 71 P.S. § 510-17 ("Administrative Code") and the rules and regulations promulgated thereunder.
- B. Deer Haven is a "person" as defined in Section 1 of The Clean Streams Law, 35 P.S. § 691.1.
- C. Deer Haven operates a wastewater treatment plant ("WWTP") located at 839 Route 507, Greentown, Pennsylvania 18426, and maintains a mailing address of 15 Picatinny Road, Morristown, NJ 07960.
- D. On June 27, 2012, the Department reissued National Pollutant Discharge Elimination System Permit No. PA0041912 ("NPDES Permit") to Deer Haven, which authorized a discharge of treated sewage to Lake Wallenpaupack, in accordance with effluent limitations, monitoring requirements, and other conditions set forth in this NPDES Permit. The effective date of the NPDES Permit was July 1, 2012 with an expiration date of June 30, 2017.
- E. Deer Haven is required by the NPDES Permit and Sections 201 and 202 of The Clean Streams Law, 35 P.S. §§ 691.201 and 691.202 to fully comply with the effluent limits set forth in the NPDES Permit.

F. The NPDES Permit requires that effluent discharged from Deer Haven meets identified concentration criteria for certain parameters on a routine basis. Deer Haven exceeded the NPDES Permit's effluent limitations as reported by Deer Haven's monthly Discharge Monitoring Reports ("DMRs"), as follows:

| <u>Monitoring Period</u> | <u>Parameter</u>                           | <u>Permit Limit</u> | <u>Reported Value</u> |
|--------------------------|--|---------------------|-----------------------|
| May 2015                 | Ammonia-Nitrogen<br><i>Average Monthly</i> | 3.0 mg/L            | 3.2 mg/L              |
| June 2015                | Ammonia-Nitrogen<br><i>Average Monthly</i> | 3.0 mg/L            | 13.5 mg/L             |
| June 2015                | Total Phosphorus<br><i>Average Monthly</i> | 0.5 mg/L            | 1.9 mg/L              |
| July 2015                | Total Phosphorus<br><i>Average Monthly</i> | 0.5 mg/L            | 1.62 mg/L             |

G. Part A.III.B. of the NPDES Permit requires that each of Deer Haven's completed DMRs be received by the Department within 28 days from the end of each monitoring period. Failure to do so constitutes unlawful conduct under Section 611 of The Clean Streams Law, 35 P.S. § 691.611.

H. Deer Haven failed to submit monthly DMRs in a timely manner. Specifically, the following DMRs were received by the Department later than the requirements of the NPDES Permit:

| <u>Monitoring Period</u> | <u>Due Date</u>    | <u>Date Received</u> |
|--------------------------|--------------------|----------------------|
| August 2015              | September 28, 2015 | September 29, 2015   |
| September 2015           | October 28, 2015   | October 29, 2015     |
| October 2015             | November 28, 2015  | December 4, 2015     |
| February 2017            | March 28, 2017     | March 29, 2017       |
| October 2017             | November 28, 2017  | November 29, 2017    |

I. Part A.I.A. of the NPDES Permit requires that Deer Haven sample in accordance with the frequency and sample type set forth in the NPDES Permit. Failure to properly sample constitutes unlawful conduct under Section 611 of The Clean Streams Law, 35 P.S. § 691.611.

J. Deer Haven failed to sample in accordance with the required sample type as reported by Deer Haven's monthly DMRs, as follows:

| <u>Monitoring Period</u>           | <u>Parameters</u>   | <u>Sample Type Required</u>  | <u>Sample Type Reported</u> |
|------------------------------------|---|------------------------------|-----------------------------|
| April 2015, May 2015 and July 2015 | CBOD <sub>5</sub><br>Total Suspended Solids<br>Ammonia-Nitrogen<br>Total Phosphorus | Eight-hour composite samples | Grab samples                |

K. Deer Haven failed to indicate sample type as reported by Deer Haven's monthly DMRs in violation of Part A.I.A. of the NPDES Permit, as follows:

| <u>Monitoring Period</u> | <u>Parameters</u>   |
|--------------------------|---|
| June 2015                | CBOD <sub>5</sub><br>Total Suspended Solids<br>Ammonia-Nitrogen<br>Total Phosphorus |

L. Deer Haven again exceeded the NPDES Permit's effluent limitations as reported by Deer Haven's monthly DMRs, as follows:

| <u>Monitoring Period</u> | <u>Parameter</u>                                 | <u>Permit Limit</u> | <u>Reported Value</u> |
|--------------------------|--|---------------------|-----------------------|
| August 2015              | Ammonia-Nitrogen<br><i>Average Monthly</i>       | 3.0 mg/L            | 4.09 mg/L             |
| August 2015              | Fecal Coliform<br><i>Geometric Mean</i>          | 200/100 mL          | 2,800/100 mL          |
| August 2015              | Fecal Coliform<br><i>Instantaneous Max</i>       | 1,000/100 mL        | 2,800/100 mL          |
| September 2015           | Total Phosphorus<br><i>Average Monthly</i>       | 0.5 mg/L            | 0.98 mg/L             |
| February 2016            | Total Phosphorus<br><i>Average Monthly</i>       | 0.5 mg/L            | 0.9 mg/L              |
| April 2016               | Total Phosphorus<br><i>Average Monthly</i>       | 0.5 mg/L            | 0.9 mg/L              |
| May 2016                 | Ammonia-Nitrogen<br><i>Average Monthly</i>       | 3.0 mg/L            | 5.0 mg/L              |
| May 2016                 | Fecal Coliform<br><i>Geometric Mean</i>          | 200/100 mL          | 220/100 mL            |
| May 2016                 | Total Phosphorus<br><i>Average Monthly</i>       | 0.5 mg/L            | 1.0 mg/L              |
| June 2016                | Ammonia-Nitrogen<br><i>Average Monthly</i>       | 3.0 mg/L            | 19.0 mg/L             |
| June 2016                | Total Phosphorus<br><i>Average Monthly</i>       | 0.5 mg/L            | 2.4 mg/L              |
| September 2016           | Total Suspended Solids<br><i>Average Monthly</i> | 30 mg/L             | 72 mg/L               |
| September 2016           | Total Phosphorus<br><i>Average Monthly</i>       | 0.5 mg/L            | 3.5 mg/L              |
| October 2016             | Total Phosphorus<br><i>Average Monthly</i>       | 0.5 mg/L            | 1.4 mg/L              |
| November 2016            | Total Phosphorus<br><i>Average Monthly</i>       | 0.5 mg/L            | 0.8 mg/L              |

|                |   |              |              |
|----------------|---|--------------|--------------|
| December 2016  | Total Phosphorus<br><i>Average Monthly</i>  | 0.5 mg/L     | 1.1 mg/L     |
| February 2017  | Total Phosphorus<br><i>Average Monthly</i>  | 0.5 mg/L     | 1.4 mg/L     |
| March 2017     | CBOD <sub>5</sub><br><i>Average Monthly</i> | 10.0 mg/L    | 12.0 mg/L    |
| May 2017       | Ammonia-Nitrogen<br><i>Average Monthly</i>  | 3.0 mg/L     | 4.2 mg/L     |
| May 2017       | Fecal Coliform<br><i>Geometric Mean</i>     | 200/100 mL   | 530/100 mL   |
| June 2017      | Ammonia-Nitrogen<br><i>Average Monthly</i>  | 3.0 mg/L     | 13.0 mg/L    |
| June 2017      | Total Phosphorus<br><i>Average Monthly</i>  | 0.5 mg/L     | 0.7 mg/L     |
| August 2017    | Total Phosphorus<br><i>Average Monthly</i>  | 0.5 mg/L     | 1.5 mg/L     |
| October 2017   | Total Phosphorus<br><i>Average Monthly</i>  | 0.5 mg/L     | 1.1 mg/L     |
| December 2017  | Dissolved Oxygen<br><i>Minimum</i>          | 6.0 mg/L     | 2.4 mg/L     |
| February 2018  | Fecal Coliform<br><i>Geometric Mean</i>     | 2,000/100 mL | 9,500/100 mL |
| May 2018       | Ammonia-Nitrogen<br><i>Average Monthly</i>  | 3.0 mg/L     | 12.4 mg/L    |
| May 2018       | Total Phosphorus<br><i>Average Monthly</i>  | 0.5 mg/L     | 0.92 mg/L    |
| June 2018      | Dissolved Oxygen<br><i>Minimum</i>          | 6.0 mg/L     | 1.7 mg/L     |
| June 2018      | Ammonia-Nitrogen<br><i>Average Monthly</i>  | 3.0 mg/L     | 15.8 mg/L    |
| July 2018      | Dissolved Oxygen<br><i>Minimum</i>          | 6.0 mg/L     | 1.7 mg/L     |
| July 2018      | CBOD <sub>5</sub><br><i>Average Monthly</i> | 10.0 mg/L    | 13.0 mg/L    |
| July 2018      | Fecal Coliform<br><i>Geometric Mean</i>     | 200/100 mL   | >600/100 mL  |
| July 2018      | Total Phosphorus<br><i>Average Monthly</i>  | 0.5 mg/L     | 1.38 mg/L    |
| September 2018 | Total Phosphorus<br><i>Average Monthly</i>  | 0.5 mg/L     | 1.88 mg/L    |

M. Part A.I.A. of the NPDES Permit requires that Deer Haven monitor and report all sample values on monthly DMRs as required by the NPDES Permit. Failure to do so constitutes unlawful conduct under Section 611 of The Clean Streams Law, 35 P.S. § 691.611.

N. Deer Haven failed to comply with the monitoring and reporting requirements of the NPDES Permit by failing to include sample data on its monthly DMRs for the following parameters:

| <b><u>Monitoring Period</u></b> | <b><u>Parameters Not Reported</u></b>   |
|---------------------------------|---|
| November 2015                   | pH<br><i>Minimum S.U.</i><br>pH<br><i>Maximum S.U.</i>  |
| February 2016                   | Dissolved Oxygen<br><i>Instantaneous Minimum (mg/L)</i>   |
| July 2016                       | CBOD <sub>5</sub><br><i>Average Monthly (mg/L)</i><br>Total Suspended Solids<br><i>Average Monthly (mg/L)</i><br>Fecal Coliform<br><i>Geometric Mean</i><br>Fecal Coliform<br><i>Instantaneous Maximum</i><br>Ammonia-Nitrogen<br><i>Average Monthly (mg/L)</i><br>Total Phosphorus<br><i>Average Monthly (mg/L)</i><br>Total Phosphorus<br><i>Average Monthly Loading (lbs/day)</i>  |
| August 2016                     | pH<br><i>Minimum S.U.</i><br>pH<br><i>Maximum S.U.</i><br>Dissolved Oxygen<br><i>Instantaneous Minimum (mg/L)</i><br>Total Residual Chlorine<br><i>Monthly Average (mg/L)</i><br>Total Residual Chlorine<br><i>Instantaneous Maximum (mg/L)</i><br>CBOD <sub>5</sub><br><i>Average Monthly (mg/L)</i><br>Total Suspended Solids<br><i>Average Monthly (mg/L)</i><br>Fecal Coliform<br><i>Geometric Mean</i><br>Fecal Coliform<br><i>Instantaneous Maximum</i><br>Ammonia-Nitrogen<br><i>Average Monthly (mg/L)</i><br>Total Phosphorus<br><i>Average Monthly (mg/L)</i><br>Total Phosphorus<br><i>Average Monthly Loading (lbs/day)</i> |

|               |  |
|---------------|--|
| November 2016 | Total Residual Chlorine<br><i>Average Monthly (mg/L)</i><br>Total Residual Chlorine<br><i>Instantaneous Maximum (mg/L)</i>   |
| July 2017     | CBOD <sub>5</sub><br><i>Average Monthly (mg/L)</i><br>Total Suspended Solids<br><i>Average Monthly (mg/L)</i><br>Fecal Coliform<br><i>Geometric Mean</i><br>Fecal Coliform<br><i>Instantaneous Maximum</i><br>Ammonia-Nitrogen<br><i>Average Monthly (mg/L)</i><br>Total Phosphorus<br><i>Average Monthly (mg/L)</i><br>Total Phosphorus<br><i>Average Monthly Loading (lbs/day)</i> |
| February 2018 | Dissolved Oxygen<br><i>Instantaneous Minimum (mg/L)</i><br>Total Residual Chlorine<br><i>Average Monthly (mg/L)</i><br>Total Residual Chlorine<br><i>Instantaneous Maximum (mg/L)</i>  |
| April 2018    | Dissolved Oxygen<br><i>Instantaneous Minimum (mg/L)</i><br>Total Residual Chlorine<br><i>Average Monthly (mg/L)</i><br>Total Residual Chlorine<br><i>Instantaneous Maximum (mg/L)</i>  |
| May 2018      | Dissolved Oxygen<br><i>Instantaneous Maximum (mg/L)</i>  |

O. Deer Haven again failed to sample in accordance with the required sample type as reported by Deer Haven's monthly DMRs, as follows:

| <u>Monitoring Period</u>           | <u>Parameters</u>   | <u>Sample Type Required</u>     | <u>Sample Type Reported</u> |
|------------------------------------|---|---------------------------------|-----------------------------|
| August 2015 through December 2015; | CBOD <sub>5</sub><br>Total Suspended Solids<br>Ammonia-Nitrogen<br>Total Phosphorus | Eight-hour<br>composite samples | Grab samples                |

|  |   |                                 |              |
|--|---|---------------------------------|--------------|
| April 2016 through June 2016;<br>October 2016 and November 2016  | CBOD <sub>5</sub><br>Total Suspended Solids<br>Ammonia-Nitrogen<br>Total Phosphorus | Eight-hour<br>composite samples | Grab samples |
| September 2016 and December 2016                                 | CBOD <sub>5</sub><br>Total Suspended Solids   | Eight-hour<br>composite samples | Grab samples |
| January 2017 and February 2017                                   | CBOD <sub>5</sub><br>Total Suspended Solids<br>Ammonia-Nitrogen<br>Total Phosphorus | Eight-hour<br>composite samples | Grab samples |
| March 2017 through May 2017                                      | CBOD <sub>5</sub><br>Total Suspended Solids   | Eight-hour<br>composite samples | Grab samples |
| June 2017 and August 2017;<br>October 2017 through December 2017 | CBOD <sub>5</sub><br>Total Suspended Solids<br>Ammonia-Nitrogen<br>Total Phosphorus | Eight-hour<br>composite samples | Grab samples |
| February 2018 through July 2018                                  | CBOD <sub>5</sub><br>Total Suspended Solids<br>Ammonia-Nitrogen<br>Total Phosphorus | Eight-hour<br>composite samples | Grab samples |

P. Section 92a.62 of the Department’s regulations, 25 Pa. Code § 92a.62, requires permittees to pay an annual fee to the Clean Water Fund. The annual fee is due on each anniversary of the effective date of the NPDES permit.

Q. On April 1, 2016, the Department issued an invoice to Deer Haven for payment of its 2016 annual fee for the NPDES Permit by July 1, 2016 under the authority of 25 Pa. Code § 92a.62.

R. Deer Haven failed to pay the 2016 annual fee by July 1, 2016, which constitutes a violation of 25 Pa. Code § 92a.62.

S. On August 2, 2016, the Department sent a Notice of Violation (“NOV”) notifying Deer Haven of its failure to pay the 2016 annual fee for the NPDES Permit under the authority of 25 Pa. Code § 92a.62, violation noted in Paragraph R. Said NOV requested payment of said fee within 15 days from the date of the NOV.

T. Deer Haven failed to submit the 2016 annual fee as requested in the Department’s August 2, 2016 NOV.

U. On September 1, 2016, the Department issued an Administrative Order (“Order”) to Deer Haven. The Order addressed the violations noted in Paragraph R and T and required Deer Haven to submit the 2016 annual fee within ten (10) days of this Order.

V. Deer Haven failed to submit the 2016 annual fee as requested in the Department’s September 1, 2016 Order.

W. Section 92a.75a of the Department’s regulations, 25 Pa. Code § 92a.75a, requires permittees who wish to continue discharging after the expiration date of their NPDES Permit to submit a new application for reissuance or renewal of the permit at least 180 days prior to the expiration date of the permit unless permission has been granted for a later date by the Department.

X. Section 92a.7 of the Department’s regulations, 25 Pa. Code § 92a.7, states that an NPDES Permit shall have a fixed term not to exceed five years. This provision further provides that the terms and conditions of an expired permit is automatically continued if the permittee submits a timely application for reissuance in accordance with Section 92a.75a, and the Department is unable to issue or deny a new permit before the expiration date of the previous permit through no fault of the permittee.

Y. The Department did not grant Deer Haven permission to submit a new NPDES Permit application for reissuance at a later date than provided by 25 Pa. Code § 92a.75a.

Z. Deer Haven was therefore required to submit an NPDES Permit application for reissuance on or before January 1, 2017 to meet the 180-day submission criteria.

AA. On December 30, 2016 the Department received an incomplete NPDES Permit renewal application from Deer Haven. The renewal application contained deficiencies that required additional information.

BB. Deer Haven’s failure to submit an NPDES Permit application for reissuance on or before January 1, 2017, while intending to continue discharging past June 30, 2017, and without the Department’s permission to submit a new application by a later date constitutes a violation of Section 92a.75a of the Rules and Regulations, 25 Pa. Code § 92a.75a.

CC. As a result of Deer Haven’s late submission of its NPDES Permit application for reissuance, Deer Haven did not qualify for an automatic permit continuance pursuant to Section 92a.7(b) of the Department’s regulations, 25 Pa. Code § 92a.7(b).

DD. Deer Haven’s NPDES Permit expired on June 30, 2017.

EE. Deer Haven again failed to indicate sample type as reported by Deer Haven’s monthly DMRs in violation of Part A.I.A. of the NPDES Permit, as follows:

**Monitoring Period**

September 2017

**Parameters**

Ammonia-Nitrogen  
Total Phosphorus

FF. Part B.I.E(2) of the NPDES Permit states the permittee shall at all times properly operate and maintain all facilities and systems of treatment and control, which are installed or used by the permittee to achieve compliance with the terms and conditions of the NPDES Permit.

GG. On April 4, 2018, the Department conducted a Compliance Evaluation Inspection (“CEI”) of Deer Haven’s WWTP and revealed violations of Part B.I.E(2) of the NPDES Permit as follows:

- The WWTP is exhibiting rust and corrosion of metal surfaces;
- Broken and cracked building supports;
- Non-functional return activated sludge lines;
- Accumulation of heavy solids in the clarifiers;
- Broken airline on clarifier one and;
- Accumulation of solids in the inoperative sand filters and chlorine contact tank.

HH. On April 1, 2018, the Department issued an invoice to Deer Haven for payment of its 2018 annual fee for the NPDES Permit by July 1, 2018 under the authority of 25 Pa. Code § 92a.62.

II. Deer Haven failed to pay the 2018 annual fee by July 1, 2018, which constitutes a violation of 25 Pa. Code § 92a.62.

JJ. Part A.III.B(4) of the NPDES Permit states DMRs must be completed in accordance with DEP’s published DMR instructions (3800-FM-BCW0463).

KK. Part A.III.B(5) of the NPDES Permit states the permittee shall complete all Supplemental Reporting forms (Supplemental DMRs) attached to this permit, or an approved equivalent, and submit the signed, completed forms as attachments to the DMR, through the Department’s eDMR system.

LL. Deer Haven failed to submit properly complete monthly DMRs for June 2018 and July 2018 monitoring periods in violation of Part A.III.B(4) and Part A.III.B(5) of the NPDES Permit. Review of said DMRs revealed the following reporting violations:

- June 2018**
- Dissolved Oxygen minimum was reported as 6.86 mg/L. The Daily Effluent Supplemental Report listed four (4) readings ranging from 1.70 to 1.73 mg/L, with the minimum being 1.70 mg/L;
  - Total Residual Chlorine Instantaneous Max was not recorded in the proper block;
  - Sample frequency of CBOD<sub>5</sub>, Total Suspended Solids, and Fecal Coliform were not reported and;
  - Total Phosphorus was not reported on the Daily Effluent Monitoring Supplemental Report.

- July 2018**
- Dissolved Oxygen minimum was reported as 6.86 mg/L. The Daily Effluent Supplemental Report listed four (4) values ranging from 1.70 mg/L to 1.73 mg/L, with the minimum value being 1.70 mg/L;
  - Total Residual Chlorine Instantaneous Max and Fecal Coliform Instantaneous Max were not recorded in the proper blocks;
  - Sample frequency of CBOD<sub>5</sub>, Total Suspended Solids, and Fecal Coliform were not reported;
  - On the Daily Effluent Monitoring Supplemental Report, Fecal Coliform was reported as 600/100 mL, whereas the DMR and laboratory results reported >600/100 mL and;
  - Total Phosphorus was not reported on the Daily Effluent Monitoring Supplemental Report.

MM. Deer Haven failed to submit the following monthly DMRs in violation of Part A.III.B. of the NPDES Permit:

| <u>Monitoring Period</u> | <u>Due Date</u>    |
|--------------------------|--------------------|
| January 2018             | February 28, 2018  |
| August 2018              | September 28, 2018 |

NN. On September 11, 2018, the Department sent an NOV notifying Deer Haven of its failure to pay the 2018 annual fee for the NPDES Permit under the authority of 25 Pa. Code § 92a.62, violation noted in Paragraph II. Said NOV requested payment of said fee within 15 days from the date of the NOV.

OO. Deer Haven failed to submit the 2018 annual fee as requested in the Department’s September 11, 2018 NOV.

PP. On October 10, 2018, the Department issued an Order to Deer Haven. The Order addressed the violations noted in Paragraph II and OO and required Deer Haven to submit the 2018 annual fee within ten (10) days of this Order.

QQ. Deer Haven failed to submit the 2018 annual fee as requested in the Department’s October 10, 2018 Order.

RR. The NPDES Permit requires that Deer Haven sample Total Residual Chlorine once per week. Deer Haven failed to sample these parameters once per week for May 2018, July 2018, October 2018, and November 2018 in violation of Part A.I.A. of the NPDES Permit.

SS. On December 18, 2018, the Department sent a Notice of Violation (“NOV”) notifying Deer Haven of its violations noted in Paragraphs F, H, J, L, N, O, BB, DD, EE, GG, LL, and MM. The NOV requested Deer Haven along with anyone else deemed necessary, personally attend an enforcement conference in the Department’s Northeast Regional Office on February 6, 2019.

TT. On February 6, 2019, Deer Haven met with the Department to discuss violations noted herein and Deer Haven's intended actions to return to compliance with its NPDES Permit.

UU. On April 4, 2019, the Department conducted a Follow-Up Inspection of the WWTP and documented the following unaddressed deficiencies from the previous inspection noted in Paragraph GG in violation of Part B.I.E(2) of the NPDES Permit:

- Metal surfaces of the treatment plant exhibited rust and corrosion;
- Sand filters were found to be inoperable;
- Repair of a pipe between the two clarifiers was structurally questionable and;
- Skimmers on the front treatment train were inoperable.

VV. On May 30, 2019, Deer Haven submitted its NPDES Permit application for reissuance to the Department, 879 days late as per 25 Pa. Code § 92a.75a.

WW. Deer Haven again failed to submit a monthly DMR in a timely manner. Specifically, the following DMR was received by the Department later than the requirements of the NPDES Permit:

| <u>Monitoring Period</u> | <u>Due Date</u> | <u>Date Received</u> |
|--------------------------|-----------------|----------------------|
| May 2019                 | June 28, 2019   | July 10, 2019        |

XX. On April 1, 2019, the Department issued an invoice to Deer Haven for payment of its 2019 annual fee for the NPDES Permit by July 1, 2019 under the authority of 25 Pa. Code § 92a.62.3

YY. Deer Haven failed to pay the 2019 annual fee by July 1, 2019, which constitutes a violation of 25 Pa. Code § 92a.62.

ZZ. On August 1, 2019, the Department sent Deer Haven a correspondence reminding Deer Haven that its 2019 annual fee was due by July 1, 2019. Said correspondence requested payment of the annual fee within 15 days from the date of this letter.

AAA. Deer Haven failed to submit its 2019 annual fee as requested in the Department's August 1, 2019 correspondence.

BBB. On September 5, 2019, the Department sent an NOV notifying Deer Haven of its failure to pay the 2019 annual fee for the NPDES Permit under the authority of 25 Pa. Code § 92a.62, violation noted in Paragraph YY. Said NOV requested payment of the 2019 annual fee within 15 days from the date of this NOV.

CCC. Deer Haven failed to submit its 2019 annual fee as requested in the Department's September 5, 2019 NOV.

DDD. On October 1, 2019, the Department issued an Order to Deer Haven. The Order addressed the violation noted in Paragraph YY, AAA, and CCC and required Deer Haven to submit the 2019 annual fee within ten (10) days of this Order.

EEE. Deer Haven failed to submit its 2019 annual fee as requested in the Department's October 1, 2019 Order.

FFF. On April 1, 2020, the Department issued an invoice to Deer Haven for payment of its 2020 annual fee for the NPDES Permit by July 1, 2020 under the authority of 25 Pa. Code § 92a.62.

GGG. Deer Haven failed to pay the 2020 annual fee by July 1, 2020, which constitutes a violation of 25 Pa. Code § 92a.62.

HHH. On August 5, 2020, the Department sent Deer Haven a correspondence reminding Deer Haven that its 2020 annual fee was due by July 1, 2020. Said correspondence requested payment of the annual fee within 15 days from the date of this letter.

III. Deer Haven failed to submit its 2020 annual fee as requested in the Department's August 5, 2020 correspondence.

JJJ. On September 2, 2020, the Department sent an NOV notifying Deer Haven of its failure to pay the 2020 annual fee for the NPDES Permit under the authority of 25 Pa. Code § 92a.62, violation noted in Paragraph GGG. Said NOV requested payment of the 2020 annual fee within 15 days from the date of this NOV.

KKK. Deer Haven failed to submit its 2020 annual fee as requested in the Department's September 2, 2020 NOV.

LLL. On October 7, 2020, the Department issued an Order to Deer Haven. The Order addressed the violation noted in Paragraph GGG, III, and KKK and required Deer Haven to submit the 2020 annual fee within ten (10) days of this Order.

MMM. Deer Haven failed to submit its 2020 annual fee as requested in the Department's October 7, 2020 Order.

NNN. Part C.I.F. of the NPDES Permit, states the Total Maximum Daily Load ("TMDL") Supplemental Report Annual Load Summary form (3800-FM-BPNPSM0448) shall be used to report monthly and annual total mass loads and shall be submitted annually. The completed form is due on November 28 of each year and shall be attached to the DMR submission.

OOO. Deer Haven failed to submit the TMDL Supplemental DMRs for the 2018 through 2021 monitoring periods in violation of Part C.I.F. of the NPDES Permit.

PPP. On April 1, 2021, the Department issued an invoice to Deer Haven for payment of its 2021 annual fee for the NPDES Permit by July 1, 2021 under the authority of 25 Pa. Code § 92a.62.

QQQ. Deer Haven failed to pay the 2021 annual fee by July 1, 2021, which constitutes a violation of 25 Pa. Code § 92a.62.

RRR. On August 3, 2021, the Department sent Deer Haven a correspondence reminding Deer Haven that its 2021 annual fee was due by July 1, 2021. Said correspondence requested payment of the annual fee within 15 days from the date of this letter.

SSS. Deer Haven failed to submit its 2021 annual fee as requested in the Department’s August 3, 2021 correspondence.

TTT. On August 31, 2021, the Department sent an NOV notifying Deer Haven of its failure to pay the 2021 annual fee for the NPDES Permit under the authority of 25 Pa. Code § 92a.62, violation noted in Paragraph QQQ. Said NOV requested payment of the 2021 annual fee within 15 days from the date of this NOV.

UUU. Deer Haven failed to submit its 2021 annual fee as requested in the Department’s August 31, 2021 NOV.

VVV. On October 7, 2021, the Department issued an Order to Deer Haven. The Order addressed the violation noted in Paragraph GGG, III, and KKK and required Deer Haven to submit the 2021 annual fee within ten (10) days of this Order.

WWW. Deer Haven failed to submit its 2021 annual fee as requested in the Department’s October 7, 2021 Order.

XXX. Deer Haven again exceeded the NPDES Permit’s effluent limitations as reported by Deer Haven’s monthly DMRs, as follows:

| <u>Monitoring Period</u> | <u>Parameter</u>                            | <u>Permit Limit</u> | <u>Reported Value</u> |
|--------------------------|---|---------------------|-----------------------|
| October 2018             | Total Phosphorus<br><i>Average Monthly</i>  | 0.5 mg/L            | 1.01 mg/L             |
| July 2019                | Dissolved Oxygen<br><i>Minimum</i>          | 6.0 mg/L            | 5.5 mg/L              |
| July 2019                | CBOD <sub>5</sub><br><i>Average Monthly</i> | 10.0 mg/L           | 19.0 mg/L             |
| July 2019                | Ammonia-Nitrogen<br><i>Average Monthly</i>  | 3.0 mg/L            | 13.0 mg/L             |
| July 2019                | Fecal Coliform<br><i>Geometric Mean</i>     | 200/100 mL          | 1,060/100 mL          |
| July 2019                | Fecal Coliform<br><i>Instantaneous Max</i>  | 1,000/100 mL        | 1,060/100 mL          |

|                |   |            |            |
|----------------|---|------------|------------|
| July 2019      | Total Phosphorus<br><i>Average Monthly</i>        | 0.5 mg/L   | 0.96 mg/L  |
| August 2019    | Dissolved Oxygen<br><i>Minimum</i>                | 6.0 mg/L   | 5.6 mg/L   |
| August 2019    | Fecal Coliform<br><i>Geometric Mean</i>           | 200/100 mL | 238/100 mL |
| September 2019 | Dissolved Oxygen<br><i>Minimum</i>                | 6.0 mg/L   | 4.8 mg/L   |
| September 2019 | Total Phosphorus<br><i>Average Monthly</i>        | 0.5 mg/L   | 0.8 mg/L   |
| March 2020     | Total Phosphorus<br><i>Average Monthly</i>        | 0.5 mg/L   | <0.7 mg/L  |
| April 2020     | CBOD <sub>5</sub><br><i>Average Monthly</i>       | 10.0 mg/L  | 24.0 mg/L  |
| April 2020     | Total Phosphorus<br><i>Average Monthly</i>        | 0.5 mg/L   | 1.0 mg/L   |
| May 2020       | Total Phosphorus<br><i>Average Monthly</i>        | 0.5 mg/L   | 0.9 mg/L   |
| May 2020       | Ammonia-Nitrogen<br><i>Average Monthly</i>        | 3.0 mg/L   | 15.2 mg/L  |
| June 2020      | Dissolved Oxygen<br><i>Minimum</i>                | 6.0 mg/L   | 3.3 mg/L   |
| June 2020      | Total Phosphorus<br><i>Average Monthly</i>        | 0.5 mg/L   | 1.7 mg/L   |
| July 2020      | Dissolved Oxygen<br><i>Minimum</i>                | 6.0 mg/L   | 3.3 mg/L   |
| July 2020      | Total Phosphorus<br><i>Average Monthly</i>        | 0.5 mg/L   | 5.2 mg/L   |
| August 2020    | Total Phosphorus<br><i>Average Monthly</i>        | 0.5 mg/L   | 0.6 mg/L   |
| September 2020 | Total Phosphorus<br><i>Average Monthly</i>        | 0.5 mg/L   | 4.4 mg/L   |
| January 2021   | Total Phosphorus<br><i>Average Monthly</i>        | 0.5 mg/L   | 4.5 mg/L   |
| March 2021     | Total Phosphorus<br><i>Average Monthly</i>        | 0.5 mg/L   | 3.1 mg/L   |
| July 2021      | Fecal Coliform<br><i>Geometric Mean</i>           | 200/100 mL | 326/100 mL |
| July 2021      | Total Phosphorus<br><i>Average Monthly</i>        | 0.5 mg/L   | 3.1 mg/L   |
| December 2021  | Total Residual Chlorine<br><i>Average Monthly</i> | 1.2 mg/L   | 1.4 mg/L   |

|              |  |          |          |
|--------------|--|----------|----------|
| January 2022 | Total Phosphorus<br><i>Average Monthly</i> | 0.5 mg/L | 3.2 mg/L |
|--------------|--|----------|----------|

YYY. Deer Haven failed to sample in accordance with the required sample frequency as reported by Deer Haven’s monthly DMRs, as follows:

| <u>Monitoring Period</u> | <u>Parameter</u>        | <u>Required Frequency</u> | <u>Reported Frequency</u> |
|--------------------------|-------------------------|---------------------------|---------------------------|
| November 2021            | pH                      | 1/week                    | 3/month                   |
|                          | Dissolved Oxygen        | 1/week                    | 3/month                   |
|                          | Total Residual Chlorine | 1/week                    | 3/month                   |
| February 2022            | Flow                    | 1/week                    | Not Measured              |
|                          | pH                      | 1/week                    | Not Collected             |
|                          | Dissolved Oxygen        | 1/week                    | Not Collected             |
|                          | Total Residual Chlorine | 1/week                    | Not Collected             |
|                          | CBOD <sub>5</sub>       | 1/month                   | Not Collected             |
|                          | Total Suspended Solids  | 1/month                   | Not Collected             |
|                          | Ammonia-Nitrogen        | 1/month                   | Not Collected             |
|                          | Fecal Coliform          | 1/month                   | Not Collected             |
| Total Phosphorus         | 1/month                 | Not Collected             |                           |

ZZZ. Part A.III.A(4) of the NPDES Permit states, in relevant part, facilities that test or analyze environmental samples used to demonstrate compliance shall be in compliance with laboratory accreditation requirements of Act 90 of 2002 (27 Pa. C.S. §§ 4101-4113) and 25 Pa. Code Chapter 252, relating to environmental laboratory accreditation.

AAAA. Part A.II. of the NPDES Permit defines a composite sample as a combination of individual samples (at least eight for a 24-hour period or four for an 8-hour period) of at least 100 milliliters (mL) each obtained at spaced time intervals during the compositing period. The composite must be flow-proportional; either the volume of each individual sample is proportional to discharge flow rates, or the sampling interval is proportional to the flow rates over the time period used to produce the composite.

BBBB. On May 10, 2022, the Department again conducted a CEI of the WWTP. In addition, to the same conditions documented in the inspections noted in Paragraphs GG and UU, the Department noted the following violations:

- The Department documented the following operation and maintenance conditions in violation Part B.I.E(2) of the NPDES Permit:
  - A large “boil” was noted in the aeration system of the rear treatment train;
  - The aeration basin contents appeared extremely thin with the Return Activated Sludge feed almost clear in appearance;

- The structurally questionable pipe repair between the two clarifiers had not been addressed and;
- Large pieces of debris were observed in the rear treatment aeration basin.
- The Department noted there was no NIST thermometer in the on-site composite sampler to determine whether samples are maintained at the proper temperature in violation of Part A.III.A(4) of the NPDES Permit.
- The Department noted composite samples collected by Deer Haven are not flow proportional as required by Part A.II. of the NPDES Permit.

CCCC. On April 1, 2022, the Department issued an invoice to Deer Haven for payment of its 2022 annual fee for the NPDES Permit by July 1, 2022 under the authority of 25 Pa. Code § 92a.62.

DDDD. Deer Haven failed to pay the 2022 annual fee by July 1, 2022, which constitutes a violation of 25 Pa. Code § 92a.62.

EEEE. Deer Haven again exceeded the NPDES Permit’s effluent limitations as reported by Deer Haven’s monthly DMR, as follows:

| <u>Monitoring Period</u> | <u>Parameter</u>                           | <u>Permit Limit</u> | <u>Reported Value</u> |
|--------------------------|--|---------------------|-----------------------|
| July 2022                | Total Phosphorus<br><i>Average Monthly</i> | 0.5 mg/L            | 0.7 mg/L              |

FFFF. On August 2, 2022, the Department sent Deer Haven a correspondence reminding Deer Haven that its 2022 annual fee was due by July 1, 2022. Said correspondence requested payment of the annual fee within 15 days from the date of this letter.

GGGG. Deer Haven failed to submit its 2022 annual fee as requested in the Department’s August 2, 2022 correspondence.

HHHH. As of date of this Consent Order and Agreement, the following annual fees remain outstanding for Deer Haven in violation of 25 Pa. Code § 92a.62:

| <u>Invoice Date</u> | <u>Amount Due</u> |
|---------------------|-------------------|
| April 1, 2013       | \$500.00          |
| April 1, 2014       | \$500.00          |
| April 1, 2015       | \$500.00          |
| April 1, 2016       | \$500.00          |
| April 1, 2018       | \$500.00          |
| April 1, 2019       | \$500.00          |
| April 1, 2020       | \$500.00          |
| April 1, 2021       | \$500.00          |
| April 1, 2022       | \$1,000.00        |
| <b>Total Due</b>    | <b>\$5,000.00</b> |

III. On August 3, 2022, the Department sent an NOV via email notifying Deer Haven of its violations noted in Paragraphs MM, UU, WW, OOO, XXX, YYY, BBBB, and HHHH. Said NOV requested a written response within 15 days of its receipt indicating the cause of the non-compliance and the steps that will be or have been taken in order to ensure future compliance. The Department requested Deer Haven pay all outstanding annual fees within 15 days of receipt of this Notice.

JJJJ. The Department did not receive a written response from Deer Haven, as requested, to the Department's August 3, 2022 NOV.

KKKK. On September 7, 2022, the Department sent an NOV notifying Deer Haven of its failure to pay the 2022 annual fee for the NPDES Permit under the authority of Title 25 Pa. Code § 92a.62, violation noted in Paragraph DDDD. Said NOV requested payment of the 2022 annual fee within 15 days from the date of this NOV.

LLLL. Deer Haven failed to submit its 2022 annual fee as requested in the Department's September 7, 2022 NOV.

MMMM. On September 13, 2022, the Department re-sent the NOV noted in Paragraph HHHH, via certified mail to Deer Haven.

NNNN. Part B.I.C. of the NPDES Permit states 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.

OOOO. The Department has not received a written response from Deer Haven, as requested to the Department's September 13, 2022 NOV in violation of Part B.I.C. of the NPDES Permit.

PPPP. On October 6, 2022, the Department issued an Order to Deer Haven. The Order addressed the violation noted in Paragraph DDDD, FFFF, and JJJJ and required Deer Haven to submit the 2022 annual fee within ten (10) days of this Order.

QQQQ. Deer Haven failed to submit its 2022 annual fee as requested in the Department's October 7, 2021 Order.

RRRR. On December 7, 2022, the Department sent an NOV via mail notifying Deer Haven of its violations noted in Paragraphs GGGG and NNNN. Said NOV requested a written response within 15 days of receipt indicating the cause of the non-compliance and the steps that will be or have been taken to ensure future compliance. The Department requested Deer Haven pay all outstanding annual fees within 15 days of receipt of this Notice.

SSSS. Section 202 of The Clean Streams Law, 35 P.S. § 691.202, prohibits the discharge of treated sewage into the waters of the Commonwealth unless a person is authorized to do so pursuant to a permit issued by the Department.

TTTT. From June 30, 2017, until the present date, Deer Haven has been discharging treated sewage into the waters of the Commonwealth without a valid permit from the Department in violation of Section 202 of The Clean Streams Law, 35 P.S. § 691.202.

UUUU. The violations described in Paragraphs F, H, J, K, L, N, O, R, T, V, BB, DD, EE, GG, II, LL, MM, OO, QQ, RR, UU, VV, WW, YY, AAA, CCC, EEE, GGG, III, KKK, MMM, OOO, QQQ, SSS, UUU, WWW, XXX, YYY, BBBB, DDDD, EEEE, GGGG, HHHH, LLLL, OOOO, QQQQ, and TTTT constitute unlawful conduct under Section 611 of The Clean Streams Law, 35 P.S. § 691.611; a statutory nuisance under Section 601 of The Clean Streams Law, 35 P.S. § 691.601; and subject Deer Haven to civil penalty liability under Section 605 of The Clean Streams Law, 35 P.S. § 691.605.

After full and complete negotiation of all matters set forth in this Consent Order and Agreement and upon mutual exchange of covenants contained herein, the parties desiring to avoid litigation and intending to be legally bound, it is hereby ORDERED by the Department and AGREED to by Deer Haven as follows:

1. Authority. This Consent Order and Agreement is an Order of the Department authorized and issued pursuant to Section 5 of The Clean Streams Law, 35 P.S. § 691.5; and Section 1917-A of the Administrative Code, 71 P.S. § 510-17.

2. Findings.

a. Deer Haven agrees that the findings in Paragraph A through UUUU are true and correct and, in any matter or proceeding involving Deer Haven and the Department, Deer Haven shall not challenge the accuracy or validity of these findings.

b. The parties do not authorize any other persons to use the findings in this Consent Order and Agreement in any matter or proceeding.

3. Corrective Action.

a) Within 30 days of the date of this Consent Order and Agreement, Deer Haven shall pay all outstanding annual fees noted in Paragraph HHHH above. Checks should be made payable to the "Commonwealth of Pennsylvania." Please include your permit number with all correspondence. Payment should be mailed to the following address:

PA Department of Environmental Protection  
Bureau of Clean Water  
Re: Chapter 92a Annual Fee

400 Market Street, P.O. Box 8466  
Harrisburg, PA 17105-8466

- b) Within 90 days of the date of this Consent Order and Agreement, Deer Haven shall have the WWTP evaluated by an independent Pennsylvania licensed professional engineer in regard to operability, consistency to design, and appropriate existing Water Quality Management Part II construction permits.
- c) Within 120 days of the date of this Consent Order and Agreement, Deer Haven shall submit to the Department, the independent Pennsylvania licensed professional engineer's report for review and acceptance.
- d) Within 150 days of the date of this Consent Order and Agreement, Deer Haven shall submit to the Department, for its review and acceptance, a comprehensive plan and associated schedule to bring the facility into compliance with permitted effluent limitations and construction/operation as designed and permitted. Said Plan and Schedule are to be additional items of this Consent Order and Agreement.
- e) Deer Haven shall submit appropriate Water Quality Management Part II construction permit applications for any upgrades proposed to bring Deer Haven back into compliance if said work requires authorization via permit. Deer Haven shall receive issuance of the associated permits, prior to commencing construction of the appropriate upgrades.
- f) Upon commencement of construction pursuant to the Water Quality Management Part II construction permit(s) referenced in Paragraph 3e, above, Deer Haven shall increase the monitoring frequency of its 1/month parameters to 1/week. This increased frequency shall continue until construction is completed and operation of the treatment works, and ancillary equipment authorized by said permit begins. Deer Haven shall notify the Department a minimum of 5 business days prior to the start of construction, such that, the Department can arrange to be present at the time that construction commences. Completion of construction shall be documented by Deer Haven's submission of a properly completed, endorsed, and sealed Construction Certification associated with the Water Quality Management Part II construction permit. Construction of all upgrades proposed to bring Deer Haven back into compliance must be completed by December 31, 2025.
- g) Deer Haven shall comply with all effluent limitations of NPDES Permit No. PA0041912 upon completion of upgrades referenced in 3d through 3f above. Completion of construction shall be documented by Deer Haven's submission of a properly completed, endorsed, and sealed Construction Certification associated with the Water Quality Management Part II construction permit.
- h) Deer Haven shall take grab samples for analysis of its Instantaneous Maximum permit limitations at the same Minimum Measurement Frequency listed for each applicable parameter listed in NPDES Permit No. PA0041912 during the monitoring period. Results of the analyses should

be uploaded as a supplemental report as part of Deer Haven's eDMR submission for the applicable monitoring period.

i) Deer Haven shall submit written progress reports to the Department on a semi-annual basis. These reports shall include all pertinent information including, but not limited to, progress regarding the completion of the corrective actions in accordance with this agreement and the specific items contained in the Water Quality Management Part II construction permit, associated application and supplemental documentation. These reports are due on or before the fifteenth (15<sup>th</sup>) day of the month following the end of the semi-annual period. The first progress report is due on or before July 15, 2023.

4. Civil Penalty Settlement. Upon signing this Consent Order and Agreement, Deer Haven shall pay a civil penalty of seventy-five thousand dollars (\$75,000.00). This payment is in settlement of the Department's claim for civil penalties for the violations and dates set forth in Paragraphs H, L, N, O, R, T, V, BB, DD, EE, GG, II, LL, MM, OO, QQ, RR, UU, VV, WW, YY, AAA, CCC, EEE, GGG, III, KKK, MMM, OOO, QQQ, SSS, UUU, WWW, XXX, YYY, BBBB, DDDD, EEEE, GGGG, HHHH, LLLL, OOOO, QQQQ, and TTTT, above. The payment shall be made by corporate check or the like made payable to the "Commonwealth of Pennsylvania -Clean Water Fund" and sent to Patrick Musinski, Environmental Group Manager, Pennsylvania Department of Environmental Protection, Clean Water Program, 2 Public Square, Wilkes-Barre, PA 18701-1915.

5. Stipulated Civil Penalties.

a. In the event Deer Haven fails to comply in a timely manner with any term or provisions of this Consent Order and Agreement, Deer Haven shall be in violation of this Consent Order and Agreement and, in addition to other applicable remedies, shall pay a civil penalty in the amount of five hundred dollars (\$500.00) per day for each violation.

b. In the event Deer Haven violates any monitoring requirement or permit limit established in NPDES Permit, either instantaneous or DMR related, during the life of this Consent Order and Agreement, Deer Haven shall be in violation of this Consent Order and Agreement and shall pay a civil penalty in the amount of five hundred (\$500.00) dollars for each violation.

c. Stipulated civil penalty payments shall be payable monthly on or before the fifteenth day of each succeeding month, and shall be forwarded as described in Paragraph 4 (Civil Penalty Settlement) above.

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

e. Stipulated civil penalties shall be due automatically and without notice.

6. Additional Remedies.

a. In the event Deer Haven fails to comply with any provision of this Consent Order and Agreement, the Department may, in addition to the remedies prescribed herein, pursue any remedy available for a violation of an order of the Department, including an action to enforce this Consent Order and Agreement.

b. The remedies provided by this paragraph and Paragraph 5 (Stipulated Civil Penalties) are cumulative and the exercise of one does not preclude the exercise of any other. The failure of the Department to pursue any remedy shall not be deemed to be a waiver of that remedy. The payment of a stipulated civil penalty, however, shall preclude any further assessment of civil penalties for the violation for which the stipulated penalty is paid.

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

8. Liability of Operator. Deer Haven shall be liable for any violations of the Consent Order and Agreement, including those caused by, contributed to, or allowed by its officers, agents, employees, or contractors. Deer Haven also shall be liable for any violation of this Consent Order and Agreement caused by, contributed to, or allowed by its successors and assigns.

9. Transfer of Site.

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

b. If Deer Haven intends to transfer any legal or equitable interest in the Site which is affected by this Consent Order and Agreement, Deer Haven shall serve a copy of this Consent Order and Agreement upon the prospective transferee of the legal and equitable interest at least thirty (30) days prior to the contemplated transfer and shall simultaneously inform the Northeast Regional Office of the Department of such intent.

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

Clean Water Program Manager  
Clean Water Program  
Department of Environmental Protection  
2 Public Square  
Wilkes-Barre, PA 18701-1915

Phone (570) 826-2511  
Fax (570) 830-3016

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

Sam Shahar  
Deer Haven, LLC  
15 Picatinny Road  
Morristown, NJ 07960  
Phone (973) 610-1661  
Fax (973) 605-2036

Deer Haven shall notify the Department whenever there is a change in the contact person's name, title, or address. Service of any notice or any legal process for any purpose under this Consent Order and Agreement, including its enforcement, may be made by mailing a copy by first class mail to the above address.

12. Severability. The paragraphs of this Consent Order and Agreement shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

13. Entire Agreement. This Consent Order and Agreement shall constitute the entire integrated agreement of the parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for purposes of determining the meaning or extent of any provisions herein in any litigation or any other proceeding.

14. Attorney Fees. The parties shall bear their respective attorney fees, expenses and other costs in the prosecution or defense of this matter or any related matters, arising prior to execution of this Consent Order and Agreement.

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

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

17. Termination. Paragraph 3 of this Consent Order and Agreement shall terminate when the Department determines that Deer Haven has complied with the requirements of all obligations of this Consent Order and Agreement including the requirement that Deer Haven's discharge

demonstrates six (6) months of continuous compliance with Deer Haven's NPDES Permit, in force at the time of request for termination, as issued by the Department.

18. Execution of Agreement. This Consent Order and Agreement may be signed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. Facsimile signatures shall be valid and effective.

IN WITNESS WHEREOF, the parties hereto have caused this Consent Order and Agreement to be executed by their duly authorized representatives. The undersigned representatives of Deer Haven certify under penalty of law, as provided by 18 Pa. C.S. § 4904, that they are authorized to execute this Consent Order and Agreement on behalf of Deer Haven; that Deer Haven consents to the entry of this Consent Order and Agreement as a final ORDER of the Department; and that Deer Haven hereby knowingly waives its right to appeal this Consent Order and Agreement and to challenge its content or validity, which rights may be available under Section 4 of the Environmental Hearing Board Act, Act of July 13, 1988, P.L. 530, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa. C.S. § 103(a) and Chapters 5A and 7A; or any other provisions of law. [Signature by Deer Haven's attorney certifies only that the agreement has been signed after consulting with counsel.]

FOR DEER HAVEN, LLC:

FOR THE COMMONWEALTH OF  
PENNSYLVANIA, DEPARTMENT OF  
ENVIRONMENTAL PROTECTION:

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Name:  
Title:

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Amy Bellanca, P.E.  
Clean Water Program Manager

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Name:  
Title:

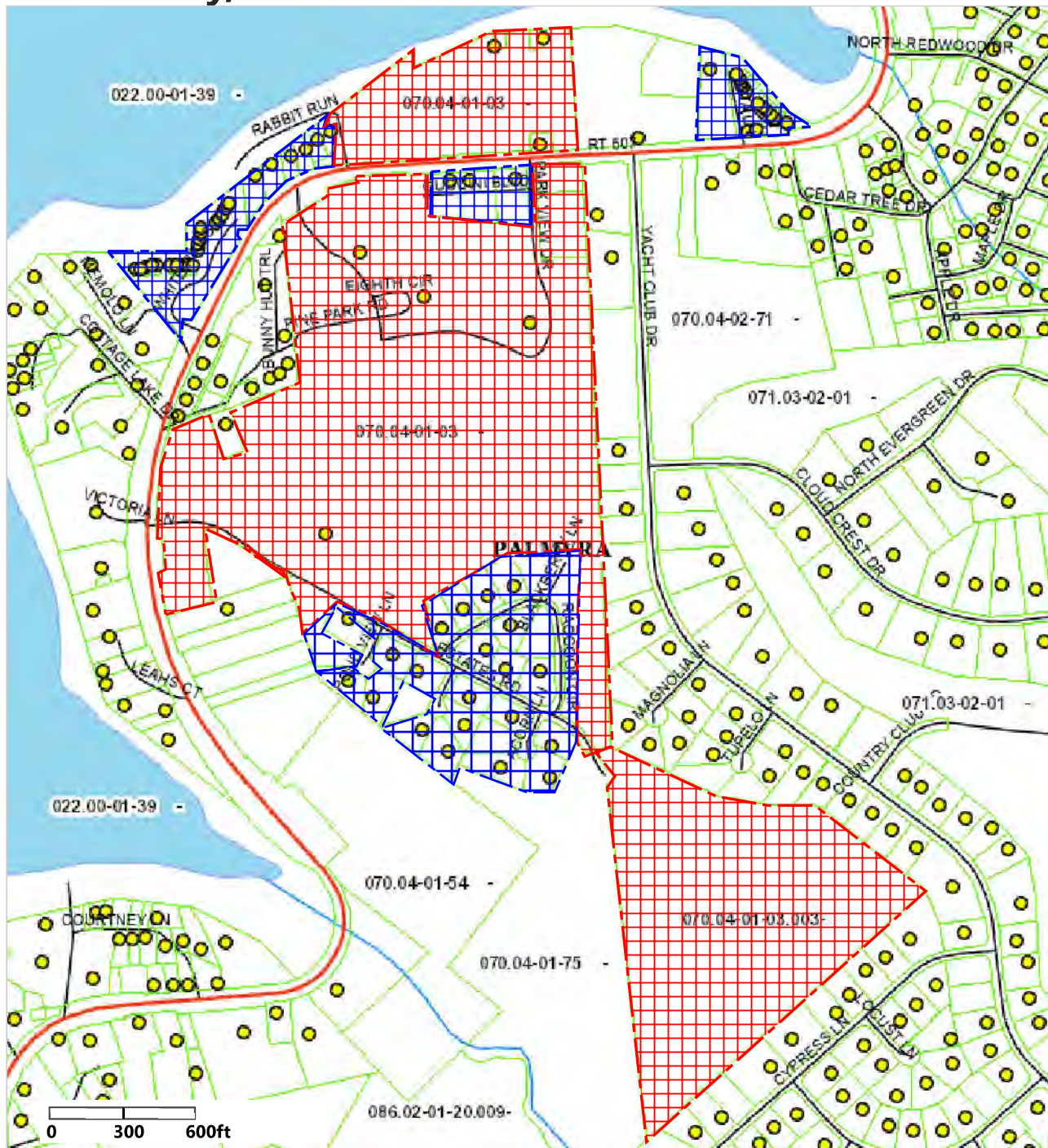
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Ann Conserette  
Assistant Counsel

**ATTACHMENT 3**  
**PIKE COUNTY, GIS – PLANNING MAP AREA**

# Pike County, PA GIS

Created on Fri Mar 08 2024



notes:

# Legend

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## Labels

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- Parcel Labels
- Road Labels
- Address Point Labels
- Municipality Labels

## Base

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- Address Points
- Parcels

## Roads

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### Major Roads

- Interstate Highway
- State/National Highways and Roads

### Minor Roads

- Local/Private Roads
- Forest/Park Trails
- Other

## Hydrology

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- Water Bodies
- Streams

## Municipality Boundaries

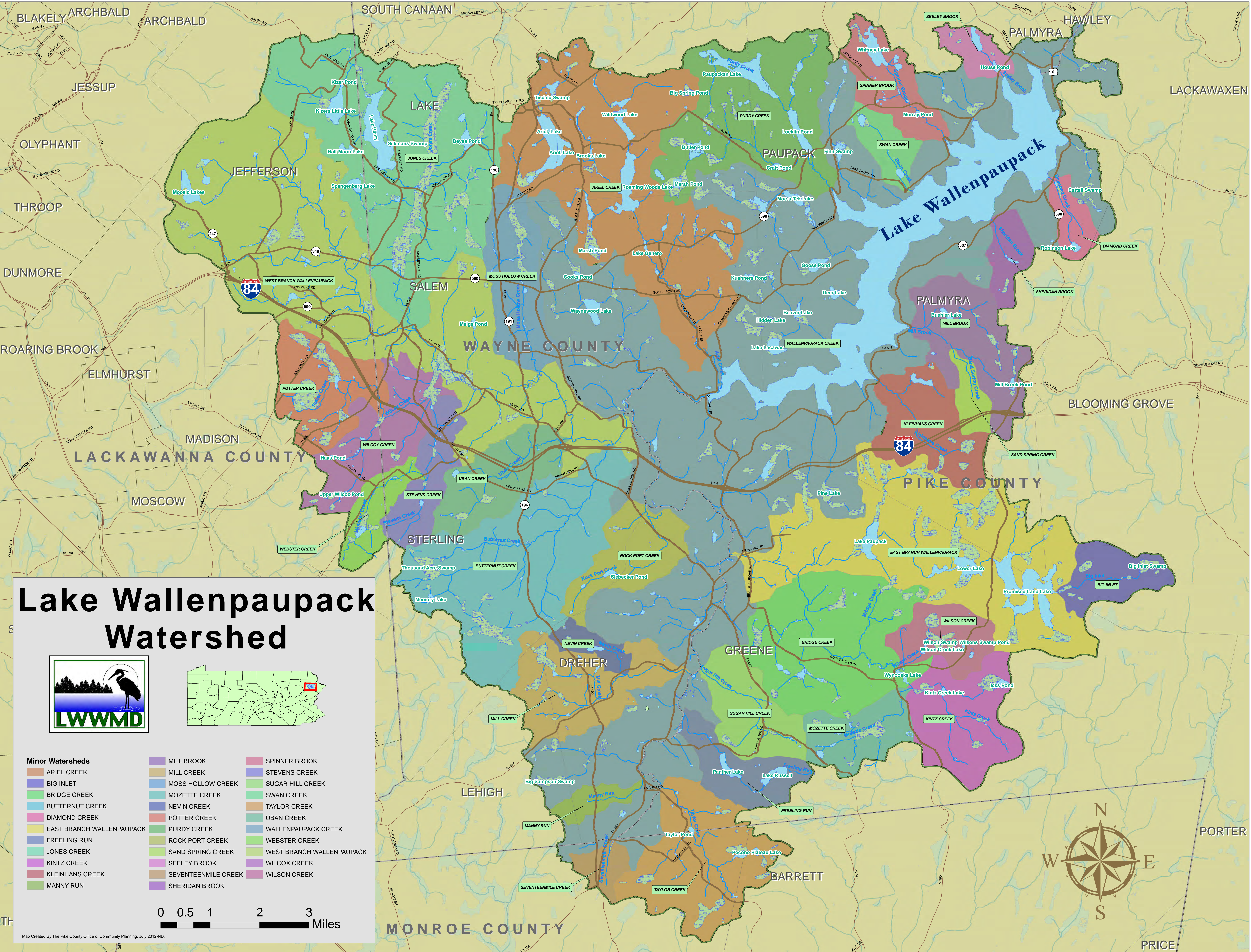
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- Municipality Boundaries

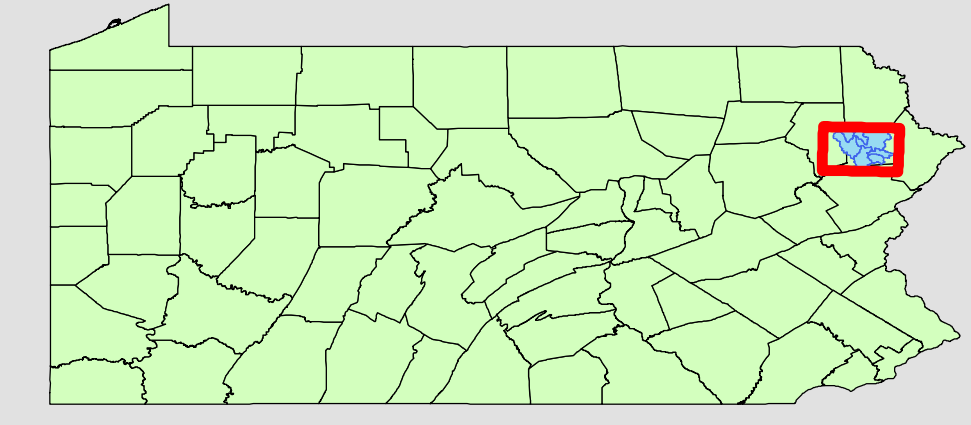
**ATTACHMENT 4**  
**POCONO LAKEFRONT TOWNHOMES – PHASE 1, REVISED 1/3/2021**



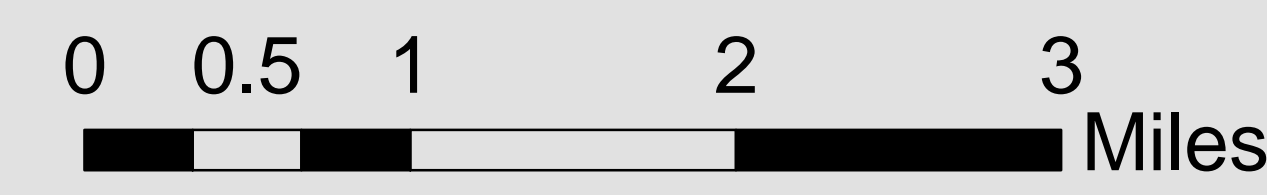
**ATTACHMENT 5  
LAKE WALLENPAUPACK WATERSHED**



# Lake Wallenpaupack Watershed



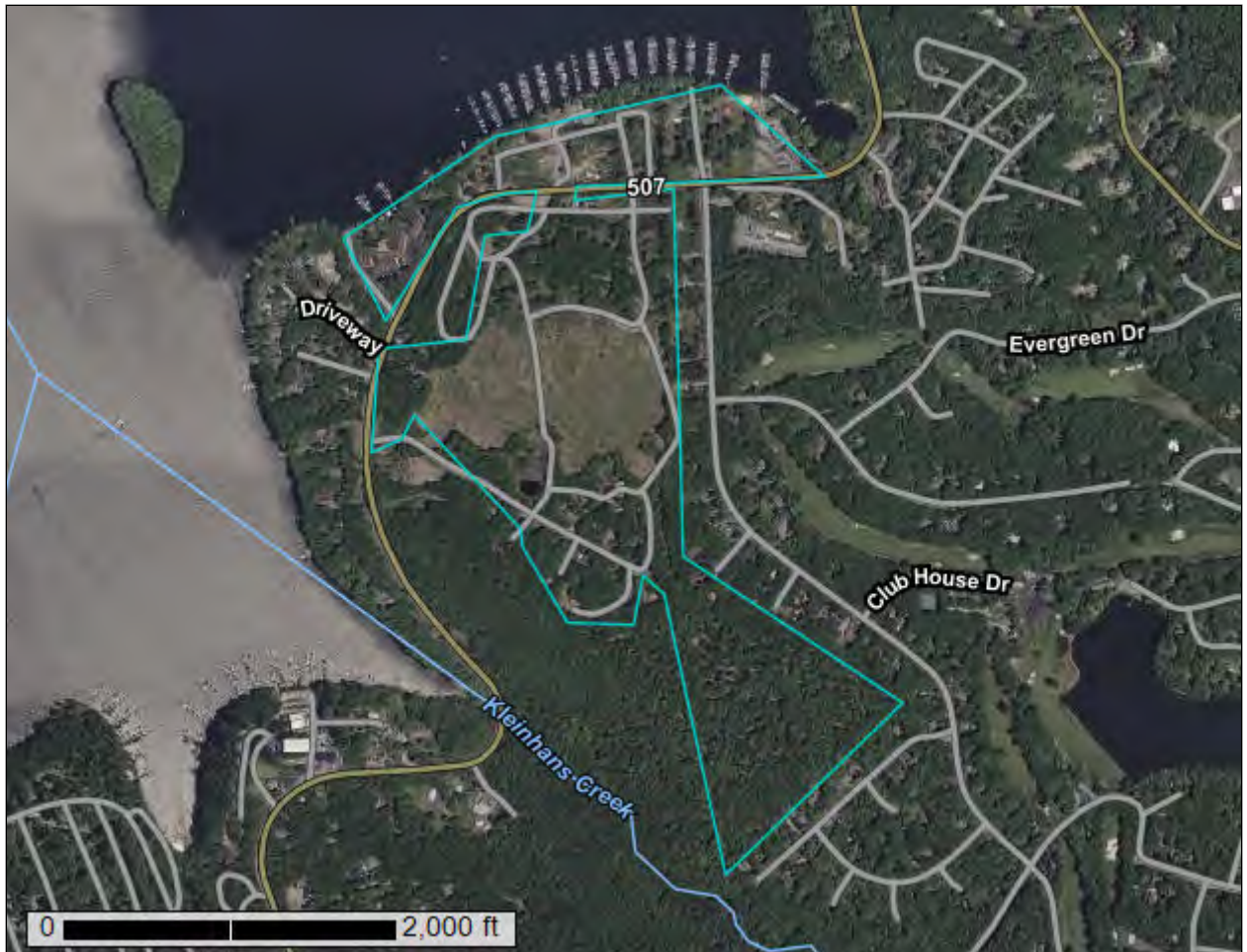
- |                           |                     |                           |
|---------------------------|---------------------|---------------------------|
| <b>Minor Watersheds</b>   | MILL BROOK          | SPINNER BROOK             |
| ARIEL CREEK               | MILL CREEK          | STEVENS CREEK             |
| BIG INLET                 | MOSS HOLLOW CREEK   | SUGAR HILL CREEK          |
| BRIDGE CREEK              | MOZETTE CREEK       | SWAN CREEK                |
| BUTTERNUT CREEK           | NEVIN CREEK         | TAYLOR CREEK              |
| DIAMOND CREEK             | POTTER CREEK        | UBAN CREEK                |
| EAST BRANCH WALLENPAUPACK | PURDY CREEK         | WALLENPAUPACK CREEK       |
| FREELING RUN              | ROCK PORT CREEK     | WEBSTER CREEK             |
| JONES CREEK               | SAND SPRING CREEK   | WEST BRANCH WALLENPAUPACK |
| KINTZ CREEK               | SEELEY BROOK        | WILCOX CREEK              |
| KLEINHANS CREEK           | SEVENTEENMILE CREEK | WILSON CREEK              |
| MANNY RUN                 | SHERIDAN BROOK      |                           |



Map Created By The Pike County Office of Community Planning, July 2012-ND.

**ATTACHMENT 6**  
**CUSTOM SOIL RESOURCE REPORT FOR PIKE COUNTY, PENNSYLVANIA**

# Custom Soil Resource Report for **Pike County, Pennsylvania**



# Preface

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Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist ([http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2\\_053951](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951)).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

# Contents

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|  |    |
|--|----|
| <b>Preface</b> .....   | 2  |
| <b>How Soil Surveys Are Made</b> .....   | 5  |
| <b>Soil Map</b> .....  | 8  |
| Soil Map.....  | 9  |
| Legend.....  | 10 |
| Map Unit Legend.....   | 11 |
| Map Unit Descriptions.....   | 11 |
| Pike County, Pennsylvania.....   | 14 |
| 7B—Shohola-Edgemere complex, 0 to 8 percent slopes, very rubbly.....             | 14 |
| 28B—Wellsboro stony loam, 0 to 8 percent slopes, extremely stony.....            | 15 |
| 28C—Wellsboro stony loam, 8 to 15 percent slopes, extremely stony.....           | 17 |
| 239B—Oquaga very stony loam, 0 to 8 percent slopes, extremely<br>bouldery.....   | 18 |
| 239D—Oquaga very stony loam, 15 to 30 percent slopes, extremely<br>bouldery..... | 20 |
| 240F—Oquaga-Arnot-Rock outcrop complex, 20 to 60 percent slopes.....             | 22 |
| 320C—Lackawanna channery loam, 8 to 15 percent slopes, rocky.....                | 24 |
| 321B—Lackawanna channery loam, 3 to 8 percent slopes, extremely<br>stony.....    | 26 |
| 321C—Lackawanna channery loam, 8 to 15 percent slopes, extremely<br>stony.....   | 27 |
| <b>References</b> .....  | 30 |

# How Soil Surveys Are Made

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Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

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scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

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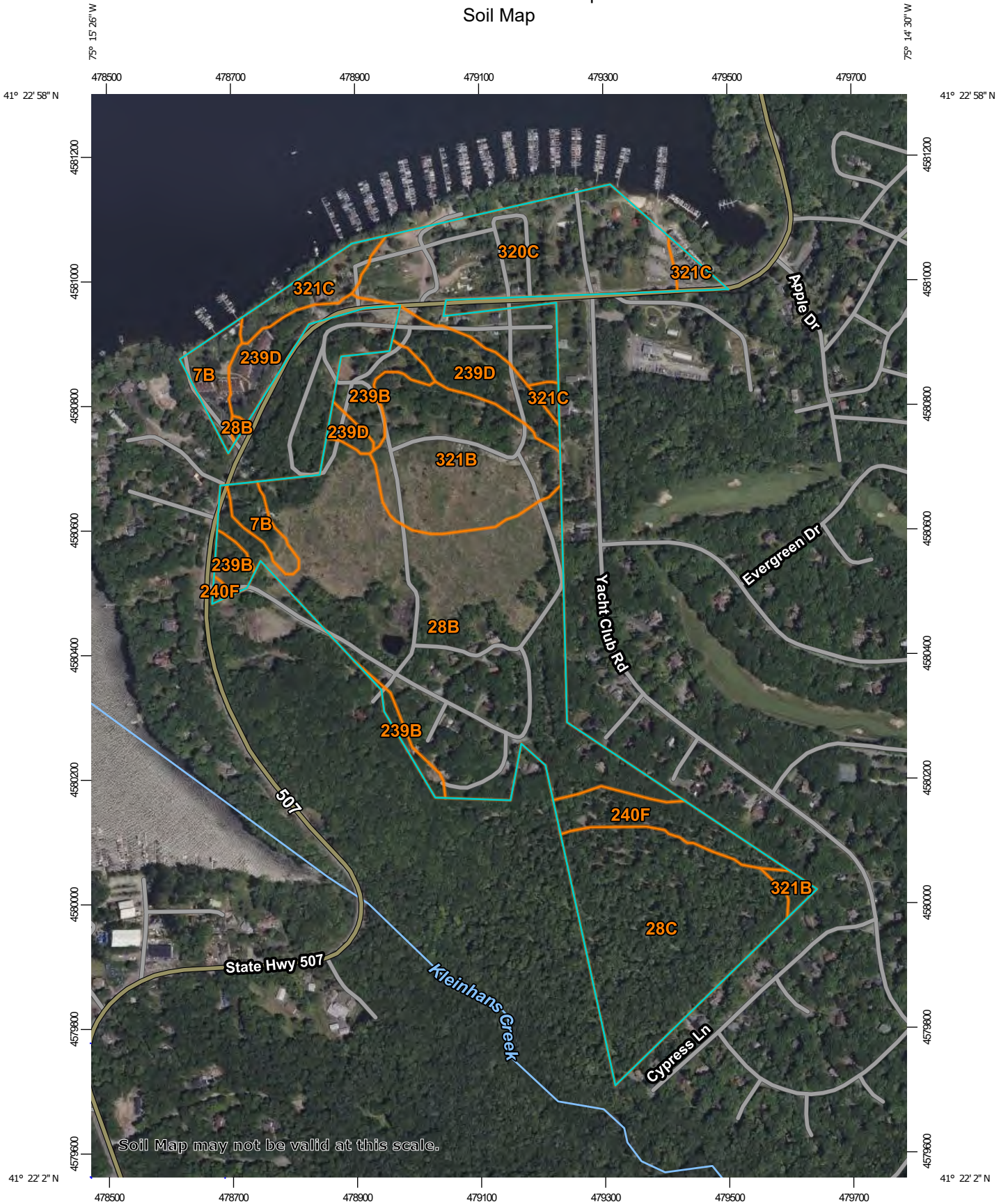
identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

# Soil Map

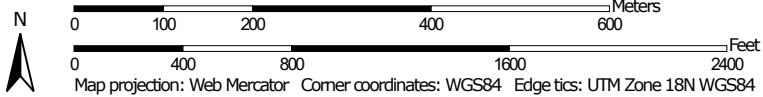
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The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

# Custom Soil Resource Report Soil Map




Map Scale: 1:8,470 if printed on A portrait (8.5" x 11") sheet.



### MAP LEGEND

**Area of Interest (AOI)**

 Area of Interest (AOI)




















**Soils**







 Soil Map Unit Polygons

 Soil Map Unit Lines


 Soil Map Unit Points

**Special Point Features**






-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features

**Water Features**

 Streams and Canals

**Transportation**

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

**Background**

 Aerial Photography

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Pike County, Pennsylvania  
 Survey Area Data: Version 16, Sep 7, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 21, 2022—Jun 5, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

| Map Unit Symbol                    | Map Unit Name   | Acres in AOI | Percent of AOI |
|------------------------------------|---|--------------|----------------|
| 7B                                 | Shohola-Edgemere complex, 0 to 8 percent slopes, very rubbly        | 4.1          | 3.2%           |
| 28B                                | Wellsboro stony loam, 0 to 8 percent slopes, extremely stony        | 44.6         | 34.7%          |
| 28C                                | Wellsboro stony loam, 8 to 15 percent slopes, extremely stony       | 21.5         | 16.7%          |
| 239B                               | Oquaga very stony loam, 0 to 8 percent slopes, extremely bouldery   | 4.8          | 3.7%           |
| 239D                               | Oquaga very stony loam, 15 to 30 percent slopes, extremely bouldery | 9.2          | 7.2%           |
| 240F                               | Oquaga-Arnot-Rock outcrop complex, 20 to 60 percent slopes          | 4.6          | 3.6%           |
| 320C                               | Lackawanna channery loam, 8 to 15 percent slopes, rocky             | 20.8         | 16.2%          |
| 321B                               | Lackawanna channery loam, 3 to 8 percent slopes, extremely stony    | 14.6         | 11.4%          |
| 321C                               | Lackawanna channery loam, 8 to 15 percent slopes, extremely stony   | 4.3          | 3.4%           |
| <b>Totals for Area of Interest</b> |   | <b>128.4</b> | <b>100.0%</b>  |

## Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

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Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion

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of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

## Pike County, Pennsylvania

### 7B—Shohola-Edgemere complex, 0 to 8 percent slopes, very rubbly

#### Map Unit Setting

*National map unit symbol:* 9z9g  
*Elevation:* 600 to 1,800 feet  
*Mean annual precipitation:* 30 to 50 inches  
*Mean annual air temperature:* 45 to 50 degrees F  
*Frost-free period:* 110 to 150 days  
*Farmland classification:* Not prime farmland

#### Map Unit Composition

*Shohola and similar soils:* 62 percent  
*Edgemere and similar soils:* 29 percent  
*Minor components:* 9 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Shohola

##### Setting

*Landform:* Drainageways  
*Landform position (two-dimensional):* Toeslope  
*Landform position (three-dimensional):* Base slope  
*Down-slope shape:* Concave  
*Across-slope shape:* Concave

##### Typical profile

*A - 0 to 3 inches:* extremely flaggy loam  
*B - 3 to 24 inches:* very flaggy loam  
*Bx - 24 to 72 inches:* very gravelly fine sandy loam

##### Properties and qualities

*Slope:* 0 to 8 percent  
*Surface area covered with cobbles, stones or boulders:* 60.0 percent  
*Depth to restrictive feature:* 18 to 30 inches to fragipan  
*Drainage class:* Somewhat poorly drained  
*Runoff class:* Very high  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately low to moderately high (0.02 to 0.20 in/hr)  
*Depth to water table:* About 6 to 18 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Available water supply, 0 to 60 inches:* Low (about 3.1 inches)

##### Interpretive groups

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 7s  
*Hydrologic Soil Group:* C/D  
*Ecological site:* F140XY024NY - Moist Dense Till  
*Hydric soil rating:* No

#### Description of Edgemere

##### Setting

*Landform:* Depressions

## Custom Soil Resource Report

*Down-slope shape:* Concave  
*Across-slope shape:* Concave

### Typical profile

*O - 0 to 2 inches:* extremely stony mucky peat  
*A/E - 2 to 5 inches:* extremely stony loam  
*Bg - 5 to 24 inches:* very stony sandy loam  
*Bx - 24 to 66 inches:* very gravelly sandy loam

### Properties and qualities

*Slope:* 0 to 8 percent  
*Surface area covered with cobbles, stones or boulders:* 9.0 percent  
*Depth to restrictive feature:* 15 to 25 inches to fragipan  
*Drainage class:* Poorly drained  
*Runoff class:* Negligible  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately low to moderately high (0.06 to 0.20 in/hr)  
*Depth to water table:* About 0 to 6 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* Occasional  
*Available water supply, 0 to 60 inches:* Low (about 4.0 inches)

### Interpretive groups

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 7s  
*Hydrologic Soil Group:* C/D  
*Ecological site:* F140XY016NY - Mineral Wetlands  
*Hydric soil rating:* Yes

### Minor Components

#### Mardin

*Percent of map unit:* 9 percent  
*Hydric soil rating:* No

## 28B—Wellsboro stony loam, 0 to 8 percent slopes, extremely stony

### Map Unit Setting

*National map unit symbol:* 2vc1j  
*Elevation:* 330 to 2,460 feet  
*Mean annual precipitation:* 31 to 70 inches  
*Mean annual air temperature:* 39 to 52 degrees F  
*Frost-free period:* 105 to 180 days  
*Farmland classification:* Not prime farmland

### Map Unit Composition

*Wellsboro, extremely stony, and similar soils:* 89 percent  
*Minor components:* 11 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

## Description of Wellsboro, Extremely Stony

### Setting

*Landform:* Mountains, hills

*Landform position (two-dimensional):* Summit, shoulder

*Landform position (three-dimensional):* Interfluve, side slope

*Down-slope shape:* Convex

*Across-slope shape:* Convex

*Parent material:* Loamy till from reddish sandstone, siltstone, and shale

### Typical profile

*Oe - 0 to 1 inches:* moderately decomposed plant material

*A - 1 to 3 inches:* stony loam

*Bw - 3 to 22 inches:* channery loam

*Bx - 22 to 55 inches:* channery loam

*C - 55 to 72 inches:* very channery loam

### Properties and qualities

*Slope:* 0 to 8 percent

*Surface area covered with cobbles, stones or boulders:* 7.0 percent

*Depth to restrictive feature:* 14 to 30 inches to fragipan

*Drainage class:* Moderately well drained

*Capacity of the most limiting layer to transmit water (Ksat):* Very low to moderately low (0.00 to 0.14 in/hr)

*Depth to water table:* About 13 to 24 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Available water supply, 0 to 60 inches:* Low (about 3.9 inches)

### Interpretive groups

*Land capability classification (irrigated):* None specified

*Land capability classification (nonirrigated):* 7s

*Hydrologic Soil Group:* D

*Ecological site:* F140XY024NY - Moist Dense Till

*Hydric soil rating:* No

## Minor Components

### Oquaga, very stony

*Percent of map unit:* 6 percent

*Landform:* Mountains, hills

*Landform position (two-dimensional):* Shoulder, backslope

*Landform position (three-dimensional):* Upper third of mountainflank, nose slope, side slope, crest

*Down-slope shape:* Convex, linear

*Across-slope shape:* Linear

*Hydric soil rating:* No

### Edgemere, very rubbly

*Percent of map unit:* 3 percent

*Landform:* Depressions

*Down-slope shape:* Concave

*Across-slope shape:* Concave

*Hydric soil rating:* Yes

### Rock outcrop

*Percent of map unit:* 1 percent

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*Hydric soil rating:* No

### **Shohola, extremely stony**

*Percent of map unit:* 1 percent

*Landform:* Till plains

*Landform position (two-dimensional):* Summit, shoulder

*Landform position (three-dimensional):* Interfluve, side slope

*Down-slope shape:* Convex

*Across-slope shape:* Convex

*Hydric soil rating:* No

## **28C—Wellsboro stony loam, 8 to 15 percent slopes, extremely stony**

### **Map Unit Setting**

*National map unit symbol:* 2vclk

*Elevation:* 330 to 2,460 feet

*Mean annual precipitation:* 31 to 70 inches

*Mean annual air temperature:* 39 to 52 degrees F

*Frost-free period:* 105 to 180 days

*Farmland classification:* Not prime farmland

### **Map Unit Composition**

*Wellsboro, extremely stony, and similar soils:* 89 percent

*Minor components:* 11 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

### **Description of Wellsboro, Extremely Stony**

#### **Setting**

*Landform:* Mountains, hills

*Landform position (two-dimensional):* Shoulder, backslope

*Landform position (three-dimensional):* Interfluve, side slope

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Parent material:* Loamy till from reddish sandstone, siltstone, and shale

#### **Typical profile**

*Oe - 0 to 1 inches:* moderately decomposed plant material

*A - 1 to 3 inches:* stony loam

*Bw - 3 to 22 inches:* channery loam

*Bx - 22 to 55 inches:* channery loam

*C - 55 to 72 inches:* very channery loam

#### **Properties and qualities**

*Slope:* 8 to 15 percent

*Surface area covered with cobbles, stones or boulders:* 7.0 percent

*Depth to restrictive feature:* 14 to 30 inches to fragipan

*Drainage class:* Moderately well drained

*Capacity of the most limiting layer to transmit water (Ksat):* Very low to moderately low (0.00 to 0.14 in/hr)

*Depth to water table:* About 13 to 24 inches

## Custom Soil Resource Report

*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Available water supply, 0 to 60 inches:* Low (about 3.9 inches)

### **Interpretive groups**

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 7s  
*Hydrologic Soil Group:* D  
*Ecological site:* F140XY024NY - Moist Dense Till  
*Hydric soil rating:* No

### **Minor Components**

#### **Oquaga, very stony**

*Percent of map unit:* 6 percent  
*Landform:* Mountains, hills  
*Landform position (two-dimensional):* Shoulder, backslope  
*Landform position (three-dimensional):* Upper third of mountainflank, nose slope, side slope, crest  
*Down-slope shape:* Convex, linear  
*Across-slope shape:* Linear  
*Hydric soil rating:* No

#### **Edgemere, very rubbly**

*Percent of map unit:* 2 percent  
*Landform:* Depressions  
*Down-slope shape:* Concave  
*Across-slope shape:* Concave  
*Hydric soil rating:* Yes

#### **Rock outcrop**

*Percent of map unit:* 2 percent  
*Hydric soil rating:* No

#### **Shohola, rubbly**

*Percent of map unit:* 1 percent  
*Landform:* Till plains  
*Landform position (two-dimensional):* Summit, shoulder  
*Landform position (three-dimensional):* Interfluve, side slope  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Hydric soil rating:* No

## **239B—Oquaga very stony loam, 0 to 8 percent slopes, extremely bouldery**

### **Map Unit Setting**

*National map unit symbol:* 2wzny  
*Elevation:* 330 to 2,460 feet  
*Mean annual precipitation:* 31 to 70 inches  
*Mean annual air temperature:* 39 to 52 degrees F

## Custom Soil Resource Report

*Frost-free period:* 105 to 180 days

*Farmland classification:* Not prime farmland

### Map Unit Composition

*Oquaga, extremely bouldery, and similar soils:* 80 percent

*Minor components:* 20 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Oquaga, Extremely Bouldery

#### Setting

*Landform:* Hills, mountains

*Landform position (two-dimensional):* Summit, shoulder

*Landform position (three-dimensional):* Mountainflank, interfluve, crest

*Down-slope shape:* Convex

*Across-slope shape:* Convex

*Parent material:* Reddish loamy till derived from sandstone and shale

#### Typical profile

*Oe - 0 to 1 inches:* very stony moderately decomposed plant material

*A - 1 to 5 inches:* very stony highly organic loam

*Bw1 - 5 to 15 inches:* very stony loam

*Bw2 - 15 to 24 inches:* very stony loam

*C - 24 to 30 inches:* extremely stony loam

*2R - 30 to 40 inches:* bedrock

#### Properties and qualities

*Slope:* 0 to 8 percent

*Surface area covered with cobbles, stones or boulders:* 7.0 percent

*Depth to restrictive feature:* 20 to 40 inches to lithic bedrock

*Drainage class:* Well drained

*Capacity of the most limiting layer to transmit water (Ksat):* Moderately low to moderately high (0.14 to 1.42 in/hr)

*Depth to water table:* More than 80 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Maximum salinity:* Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

*Available water supply, 0 to 60 inches:* Low (about 3.3 inches)

#### Interpretive groups

*Land capability classification (irrigated):* None specified

*Land capability classification (nonirrigated):* 7s

*Hydrologic Soil Group:* C

*Ecological site:* F140XY027NY - Well Drained Till Uplands

*Hydric soil rating:* No

### Minor Components

#### Lackawanna, very bouldery

*Percent of map unit:* 8 percent

*Landform:* Mountains, hills

*Landform position (two-dimensional):* Summit, shoulder

*Landform position (three-dimensional):* Interfluve, side slope

*Down-slope shape:* Convex

*Across-slope shape:* Convex

*Hydric soil rating:* No

**Shohola**

*Percent of map unit: 7 percent*  
*Landform: Mountains, hills*  
*Landform position (two-dimensional): Summit, shoulder*  
*Landform position (three-dimensional): Interfluve, side slope*  
*Down-slope shape: Convex*  
*Across-slope shape: Convex*  
*Hydric soil rating: No*

**Wellsboro, extremely bouldery**

*Percent of map unit: 5 percent*  
*Landform: Mountains, hills*  
*Landform position (two-dimensional): Summit, shoulder*  
*Landform position (three-dimensional): Interfluve, side slope*  
*Down-slope shape: Convex*  
*Across-slope shape: Convex*  
*Hydric soil rating: No*

**Rock outcrop**

*Percent of map unit: 0 percent*  
*Hydric soil rating: No*

**239D—Oquaga very stony loam, 15 to 30 percent slopes, extremely bouldery**

**Map Unit Setting**

*National map unit symbol: 2xhfq*  
*Elevation: 330 to 2,460 feet*  
*Mean annual precipitation: 31 to 70 inches*  
*Mean annual air temperature: 39 to 52 degrees F*  
*Frost-free period: 105 to 180 days*  
*Farmland classification: Not prime farmland*

**Map Unit Composition**

*Oquaga, extremely bouldery, and similar soils: 80 percent*  
*Minor components: 20 percent*  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

**Description of Oquaga, Extremely Bouldery**

**Setting**

*Landform: Hills, mountains*  
*Landform position (two-dimensional): Backslope*  
*Landform position (three-dimensional): Mountainflank, nose slope, side slope*  
*Down-slope shape: Linear*  
*Across-slope shape: Linear*  
*Parent material: Reddish loamy till derived from sandstone and shale*

**Typical profile**

*Oe - 0 to 1 inches: very stony moderately decomposed plant material*

## Custom Soil Resource Report

*A - 1 to 5 inches: very stony highly organic loam*  
*Bw1 - 5 to 15 inches: very stony loam*  
*Bw2 - 15 to 24 inches: very stony loam*  
*C - 24 to 30 inches: extremely stony loam*  
*2R - 30 to 40 inches: bedrock*

### Properties and qualities

*Slope: 15 to 30 percent*  
*Surface area covered with cobbles, stones or boulders: 7.0 percent*  
*Depth to restrictive feature: 20 to 40 inches to lithic bedrock*  
*Drainage class: Well drained*  
*Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.14 to 1.42 in/hr)*  
*Depth to water table: More than 80 inches*  
*Frequency of flooding: None*  
*Frequency of ponding: None*  
*Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)*  
*Available water supply, 0 to 60 inches: Low (about 3.3 inches)*

### Interpretive groups

*Land capability classification (irrigated): None specified*  
*Land capability classification (nonirrigated): 7s*  
*Hydrologic Soil Group: C*  
*Ecological site: F140XY027NY - Well Drained Till Uplands*  
*Hydric soil rating: No*

### Minor Components

#### Cadosia, very stony

*Percent of map unit: 10 percent*  
*Landform: Hills, mountains*  
*Landform position (two-dimensional): Backslope*  
*Landform position (three-dimensional): Mountainflank, nose slope, side slope*  
*Down-slope shape: Linear*  
*Across-slope shape: Linear*  
*Hydric soil rating: No*

#### Wellsboro, extremely bouldery

*Percent of map unit: 7 percent*  
*Landform: Mountains, hills*  
*Landform position (two-dimensional): Shoulder, backslope*  
*Landform position (three-dimensional): Mountainflank, nose slope, crest*  
*Down-slope shape: Convex*  
*Across-slope shape: Linear*  
*Hydric soil rating: No*

#### Shohola

*Percent of map unit: 3 percent*  
*Landform: Mountains, hills*  
*Landform position (two-dimensional): Summit, shoulder*  
*Landform position (three-dimensional): Interfluvium, side slope*  
*Down-slope shape: Convex*  
*Across-slope shape: Convex*  
*Hydric soil rating: No*

#### Rock outcrop

*Percent of map unit: 0 percent*

## Custom Soil Resource Report

*Hydric soil rating:* No

### **240F—Oquaga-Arnot-Rock outcrop complex, 20 to 60 percent slopes**

#### **Map Unit Setting**

*National map unit symbol:* 2xp9q  
*Elevation:* 330 to 2,460 feet  
*Mean annual precipitation:* 31 to 70 inches  
*Mean annual air temperature:* 39 to 52 degrees F  
*Frost-free period:* 105 to 180 days  
*Farmland classification:* Not prime farmland

#### **Map Unit Composition**

*Oquaga, very rubbly, and similar soils:* 40 percent  
*Arnot, very rubbly, and similar soils:* 30 percent  
*Rock outcrop:* 20 percent  
*Minor components:* 10 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### **Description of Oquaga, Very Rubbly**

##### **Setting**

*Landform:* Mountains, hills  
*Landform position (two-dimensional):* Backslope  
*Landform position (three-dimensional):* Mountainflank, nose slope, side slope  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Parent material:* Reddish loamy till derived from sandstone and shale

##### **Typical profile**

*Oe - 0 to 1 inches:* very stony moderately decomposed plant material  
*A - 1 to 5 inches:* very stony highly organic loam  
*Bw1 - 5 to 15 inches:* very stony loam  
*Bw2 - 15 to 24 inches:* very stony loam  
*C - 24 to 30 inches:* extremely stony loam  
*2R - 30 to 40 inches:* bedrock

##### **Properties and qualities**

*Slope:* 20 to 60 percent  
*Surface area covered with cobbles, stones or boulders:* 60.0 percent  
*Depth to restrictive feature:* 20 to 40 inches to lithic bedrock  
*Drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately low to moderately high (0.14 to 1.42 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Maximum salinity:* Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)  
*Available water supply, 0 to 60 inches:* Low (about 3.3 inches)

**Interpretive groups**

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 7s  
*Hydrologic Soil Group:* C  
*Ecological site:* F140XY027NY - Well Drained Till Uplands  
*Hydric soil rating:* No

**Description of Arnot, Very Rubbly**

**Setting**

*Landform:* Mountains, hills  
*Landform position (two-dimensional):* Backslope  
*Landform position (three-dimensional):* Mountainflank, mountaintop, nose slope, side slope  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Parent material:* Loamy till derived mainly from acid sandstone, siltstone, and shale

**Typical profile**

*Oe - 0 to 1 inches:* moderately decomposed plant material  
*A - 1 to 3 inches:* very channery loam  
*Bw1 - 3 to 12 inches:* very channery loam  
*Bw2 - 12 to 17 inches:* very channery loam  
*2R - 17 to 27 inches:* bedrock

**Properties and qualities**

*Slope:* 20 to 60 percent  
*Surface area covered with cobbles, stones or boulders:* 60.0 percent  
*Depth to restrictive feature:* 10 to 20 inches to lithic bedrock  
*Drainage class:* Somewhat excessively drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately low to moderately high (0.14 to 1.42 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Maximum salinity:* Nonsaline (0.0 to 1.9 mmhos/cm)  
*Available water supply, 0 to 60 inches:* Very low (about 2.1 inches)

**Interpretive groups**

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 7s  
*Hydrologic Soil Group:* D  
*Ecological site:* F140XY023NY - Shallow Till Uplands  
*Hydric soil rating:* No

**Description of Rock Outcrop**

**Setting**

*Landform:* Mountains, hills  
*Landform position (two-dimensional):* Summit, shoulder, backslope  
*Landform position (three-dimensional):* Mountainflank, mountaintop, nose slope, side slope, crest  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Parent material:* Sedimentary rock

## Custom Soil Resource Report

### Properties and qualities

*Slope:* 8 to 60 percent

*Depth to restrictive feature:* 0 inches to lithic bedrock

*Capacity of the most limiting layer to transmit water (Ksat):* Very low to very high  
(0.00 to 14.17 in/hr)

### Interpretive groups

*Land capability classification (irrigated):* None specified

*Land capability classification (nonirrigated):* 8

*Hydric soil rating:* No

### Minor Components

#### Cadosia, very stony

*Percent of map unit:* 5 percent

*Landform:* Ridges

*Landform position (two-dimensional):* Backslope, footslope

*Landform position (three-dimensional):* Side slope

*Down-slope shape:* Concave

*Across-slope shape:* Linear

*Hydric soil rating:* No

#### Lackawanna, rubbly

*Percent of map unit:* 5 percent

*Landform:* Mountains, hills

*Landform position (two-dimensional):* Shoulder, backslope

*Landform position (three-dimensional):* Interfluve, nose slope, side slope

*Down-slope shape:* Convex, linear

*Across-slope shape:* Linear

*Hydric soil rating:* No

## 320C—Lackawanna channery loam, 8 to 15 percent slopes, rocky

### Map Unit Setting

*National map unit symbol:* 2w0bl

*Elevation:* 330 to 2,460 feet

*Mean annual precipitation:* 31 to 70 inches

*Mean annual air temperature:* 39 to 52 degrees F

*Frost-free period:* 105 to 180 days

*Farmland classification:* Farmland of statewide importance

### Map Unit Composition

*Lackawanna, stony, and similar soils:* 83 percent

*Minor components:* 17 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

## Description of Lackawanna, Stony

### Setting

*Landform:* Hills, mountains

*Landform position (two-dimensional):* Shoulder, backslope

*Landform position (three-dimensional):* Interfluve, side slope

*Down-slope shape:* Convex

*Across-slope shape:* Linear

*Parent material:* Loamy till derived mainly from reddish sandstone, siltstone, and shale

### Typical profile

*Ap - 0 to 7 inches:* channery loam

*Bw1 - 7 to 17 inches:* channery loam

*Bw2 - 17 to 26 inches:* channery loam

*Bx - 26 to 60 inches:* channery loam

*C - 60 to 72 inches:* very channery loam

### Properties and qualities

*Slope:* 8 to 15 percent

*Surface area covered with cobbles, stones or boulders:* 0.0 percent

*Depth to restrictive feature:* 17 to 36 inches to fragipan

*Drainage class:* Well drained

*Capacity of the most limiting layer to transmit water (Ksat):* Very low to moderately low (0.00 to 0.14 in/hr)

*Depth to water table:* About 16 to 36 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Available water supply, 0 to 60 inches:* Low (about 4.1 inches)

### Interpretive groups

*Land capability classification (irrigated):* None specified

*Land capability classification (nonirrigated):* 3e

*Hydrologic Soil Group:* C

*Ecological site:* F140XY030NY - Well Drained Dense Till

*Hydric soil rating:* No

## Minor Components

### Oquaga, extremely stony

*Percent of map unit:* 7 percent

*Landform:* Hills, mountains

*Landform position (two-dimensional):* Summit, shoulder, backslope

*Landform position (three-dimensional):* Mountainflank, interfluve, nose slope, crest

*Down-slope shape:* Convex

*Across-slope shape:* Linear, convex

*Hydric soil rating:* No

### Morris, very stony

*Percent of map unit:* 5 percent

*Landform:* Mountains, hills

*Landform position (two-dimensional):* Summit, footslope

*Landform position (three-dimensional):* Interfluve, base slope

*Down-slope shape:* Concave

*Across-slope shape:* Linear

*Hydric soil rating:* No

**Arnot**

*Percent of map unit:* 4 percent

*Landform:* Mountains, hills

*Landform position (two-dimensional):* Summit, shoulder, backslope

*Landform position (three-dimensional):* Mountaintop, mountainflank, interfluve, nose slope, crest

*Down-slope shape:* Convex

*Across-slope shape:* Linear, convex

*Hydric soil rating:* No

**Rock outcrop**

*Percent of map unit:* 1 percent

*Hydric soil rating:* No

**321B—Lackawanna channery loam, 3 to 8 percent slopes, extremely stony**

**Map Unit Setting**

*National map unit symbol:* 2w0bp

*Elevation:* 330 to 2,460 feet

*Mean annual precipitation:* 31 to 70 inches

*Mean annual air temperature:* 39 to 52 degrees F

*Frost-free period:* 105 to 180 days

*Farmland classification:* Not prime farmland

**Map Unit Composition**

*Lackawanna, extremely stony, and similar soils:* 81 percent

*Minor components:* 19 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

**Description of Lackawanna, Extremely Stony**

**Setting**

*Landform:* Mountains, hills

*Landform position (two-dimensional):* Summit, shoulder

*Landform position (three-dimensional):* Interfluve, side slope

*Down-slope shape:* Convex

*Across-slope shape:* Convex

*Parent material:* Loamy till derived mainly from reddish sandstone, siltstone, and shale

**Typical profile**

*Oe - 0 to 1 inches:* moderately decomposed plant material

*A - 1 to 3 inches:* channery loam

*Bw1 - 3 to 17 inches:* channery loam

*Bw2 - 17 to 26 inches:* channery loam

*Bx - 26 to 60 inches:* channery loam

*C - 60 to 72 inches:* very channery loam

## Custom Soil Resource Report

### Properties and qualities

*Slope:* 3 to 8 percent  
*Surface area covered with cobbles, stones or boulders:* 9.0 percent  
*Depth to restrictive feature:* 17 to 36 inches to fragipan  
*Drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Very low to moderately low (0.00 to 0.14 in/hr)  
*Depth to water table:* About 16 to 36 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Available water supply, 0 to 60 inches:* Low (about 4.3 inches)

### Interpretive groups

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 7s  
*Hydrologic Soil Group:* C  
*Ecological site:* F140XY030NY - Well Drained Dense Till  
*Hydric soil rating:* No

### Minor Components

#### Oquaga, extremely stony

*Percent of map unit:* 11 percent  
*Landform:* Hills, mountains  
*Landform position (two-dimensional):* Summit, shoulder, backslope  
*Landform position (three-dimensional):* Mountainflank, interfluve, nose slope, crest  
*Down-slope shape:* Convex  
*Across-slope shape:* Linear, convex  
*Hydric soil rating:* No

#### Morris, extremely stony

*Percent of map unit:* 8 percent  
*Landform:* Mountains, hills  
*Landform position (two-dimensional):* Summit, footslope  
*Landform position (three-dimensional):* Interfluve, base slope  
*Down-slope shape:* Concave  
*Across-slope shape:* Linear  
*Hydric soil rating:* No

## 321C—Lackawanna channery loam, 8 to 15 percent slopes, extremely stony

### Map Unit Setting

*National map unit symbol:* 2w0bq  
*Elevation:* 330 to 2,460 feet  
*Mean annual precipitation:* 31 to 70 inches  
*Mean annual air temperature:* 39 to 52 degrees F  
*Frost-free period:* 105 to 180 days  
*Farmland classification:* Not prime farmland

**Map Unit Composition**

*Lackawanna, extremely stony, and similar soils: 80 percent*

*Minor components: 20 percent*

*Estimates are based on observations, descriptions, and transects of the mapunit.*

**Description of Lackawanna, Extremely Stony**

**Setting**

*Landform: Mountains, hills*

*Landform position (two-dimensional): Summit, shoulder*

*Landform position (three-dimensional): Interfluve, side slope*

*Down-slope shape: Convex*

*Across-slope shape: Convex*

*Parent material: Loamy till derived mainly from reddish sandstone, siltstone, and shale*

**Typical profile**

*Oe - 0 to 1 inches: moderately decomposed plant material*

*A - 1 to 3 inches: channery loam*

*Bw1 - 3 to 17 inches: channery loam*

*Bw2 - 17 to 26 inches: channery loam*

*Bx - 26 to 60 inches: channery loam*

*C - 60 to 72 inches: very channery loam*

**Properties and qualities**

*Slope: 8 to 15 percent*

*Surface area covered with cobbles, stones or boulders: 9.0 percent*

*Depth to restrictive feature: 17 to 36 inches to fragipan*

*Drainage class: Well drained*

*Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.14 in/hr)*

*Depth to water table: About 16 to 36 inches*

*Frequency of flooding: None*

*Frequency of ponding: None*

*Available water supply, 0 to 60 inches: Low (about 4.3 inches)*

**Interpretive groups**

*Land capability classification (irrigated): None specified*

*Land capability classification (nonirrigated): 7s*

*Hydrologic Soil Group: C*

*Ecological site: F140XY030NY - Well Drained Dense Till*

*Hydric soil rating: No*

**Minor Components**

**Oquaga, extremely stony**

*Percent of map unit: 10 percent*

*Landform: Hills, mountains*

*Landform position (two-dimensional): Shoulder, backslope*

*Landform position (three-dimensional): Mountainflank, nose slope, side slope, crest*

*Down-slope shape: Convex, linear*

*Across-slope shape: Linear*

*Hydric soil rating: No*

## Custom Soil Resource Report

### **Arnot**

*Percent of map unit:* 6 percent

*Landform:* Hills, mountains

*Landform position (two-dimensional):* Summit, shoulder, backslope

*Landform position (three-dimensional):* Mountaintop, mountainflank, interfluve, nose slope, crest

*Down-slope shape:* Convex

*Across-slope shape:* Linear, convex

*Hydric soil rating:* No

### **Morris, extremely stony**

*Percent of map unit:* 3 percent

*Landform:* Mountains, hills

*Landform position (two-dimensional):* Footslope

*Landform position (three-dimensional):* Interfluve, side slope

*Down-slope shape:* Concave

*Across-slope shape:* Linear

*Hydric soil rating:* No

### **Rock outcrop**

*Percent of map unit:* 1 percent

*Hydric soil rating:* No

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## Custom Soil Resource Report

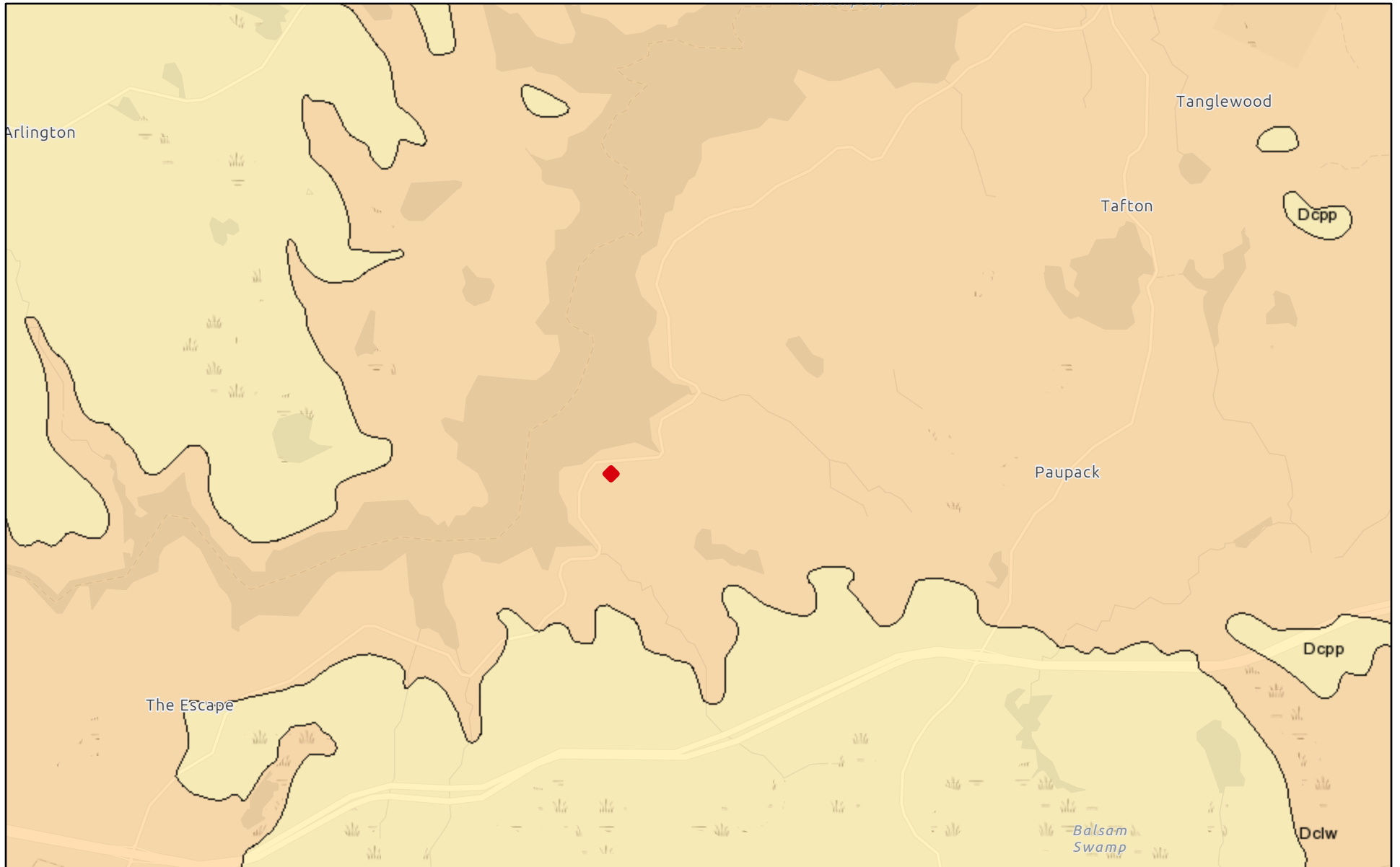
United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2\\_054242](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242)

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**ATTACHMENT 7**  
**GEOLOGICAL FEATURES MAP**

# Geological features map



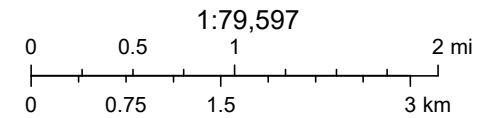
3/12/2024

- Bedrock Contacts**
- Solid - identity certain, location accurate
  - - - Dashed - identity certain, location approximate
  - · - · Queried and dashed - identity or existence questionable, location approximate
- Quaternary**
- Qs - Sands of Presque Isle
  - Qt - Trenton Gravel

- Tertiary**
- Tpb - Pensauken and Bridgeton Formations, undifferentiated
  - Tbm - Bryn Mawr Formation
  - Kp - Patapsco(?) Formation
  - Js - Sedimentary strata at Jacksonwald and Aspers
- Jurassic and Triassic**
- JTrgc - Gettysburg conglomerate

- Tertiary**
- JTrg - Gettysburg Formation
  - JTrfq - Quartz fanglomerate
  - JTrd - Diabase
  - JTrb - Brunswick Formation
  - Triassic
  - Trl - Limestone fanglomerate
  - Trh - Hammer Creek Formation
- Tertiary**
- Tgh - Heildersburg Member of Gettysburg Formation
  - Trl - Lockatong Formation
  - Trhc - Hammer Creek conglomerate
  - Tm - New Oxford Formation
  - Trs - Stockton Formation
  - Tmc - New Oxford conglomerate
  - Trsc - Stockton conglomerate

- Permian**
- Pg - Greene
  - Pw - Washington
  - PPw - Waynesburg
- Pennsylvanian**
- Pm - Monongahela
  - Pc - Conemaugh



PA DCNR, data.pa.gov, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS

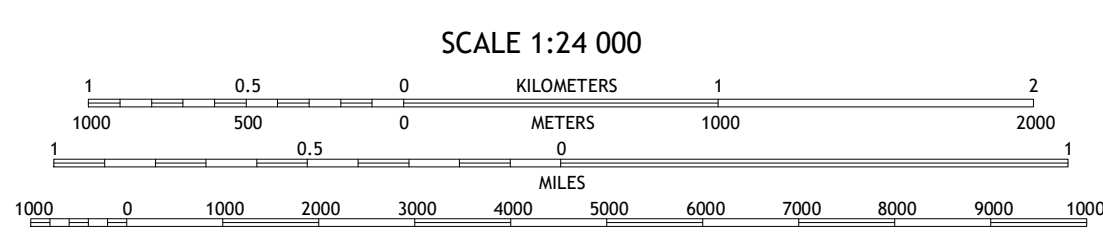
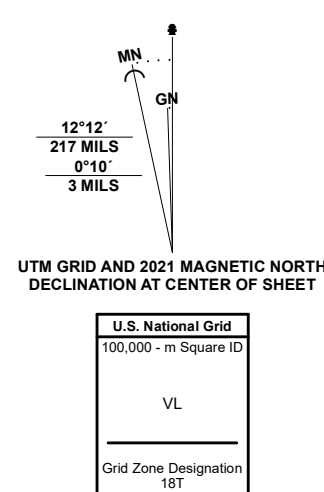
**ATTACHMENT 8**  
**U.S. DEPARTMENT OF THE INTERIOR U.S. GEOLOGICAL SURVEY**



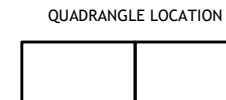
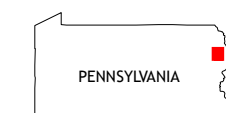
Produced by the United States Geological Survey  
North American Datum of 1983 (NAD83)  
World Geodetic System of 1984 (WGS84). Projection and  
1 000 meter grid/Universal Transverse Mercator, Zone 18T  
Data is provided by The National Map (TNN), is the best available at the time of map  
generation, and includes data content from supporting themes of Elevation,  
Hydrography, Geographic Names, Boundaries, Transportation, Structures, Land Cover,  
and Orthoimagery. Refer to associated Federal Geographic Data Committee (FGDC)  
Metadata for additional source data information.

This map is not a legal document. Boundaries may be generalized for this map scale.  
Private lands within government reservations may not be shown. Obtain permission  
before entering private lands. Temporal changes may have occurred since these data  
were collected and some data may no longer represent actual surface conditions.

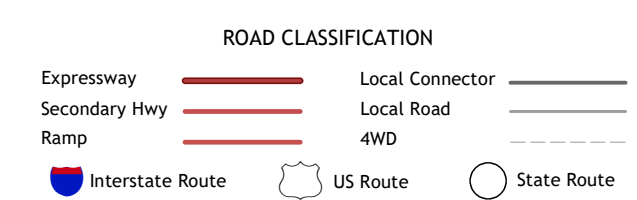
Learn About The National Map: <https://nationalmap.gov>



CONTOUR INTERVAL 20 FEET  
NORTH AMERICAN VERTICAL DATUM OF 1988  
CONTOUR SMOOTHNESS = Medium



ADJOINING QUADRANGLES









7.5-MINUTE TOPO, PA  
2024

**ATTACHMENT 9  
PLANNING AREA WETLAND**



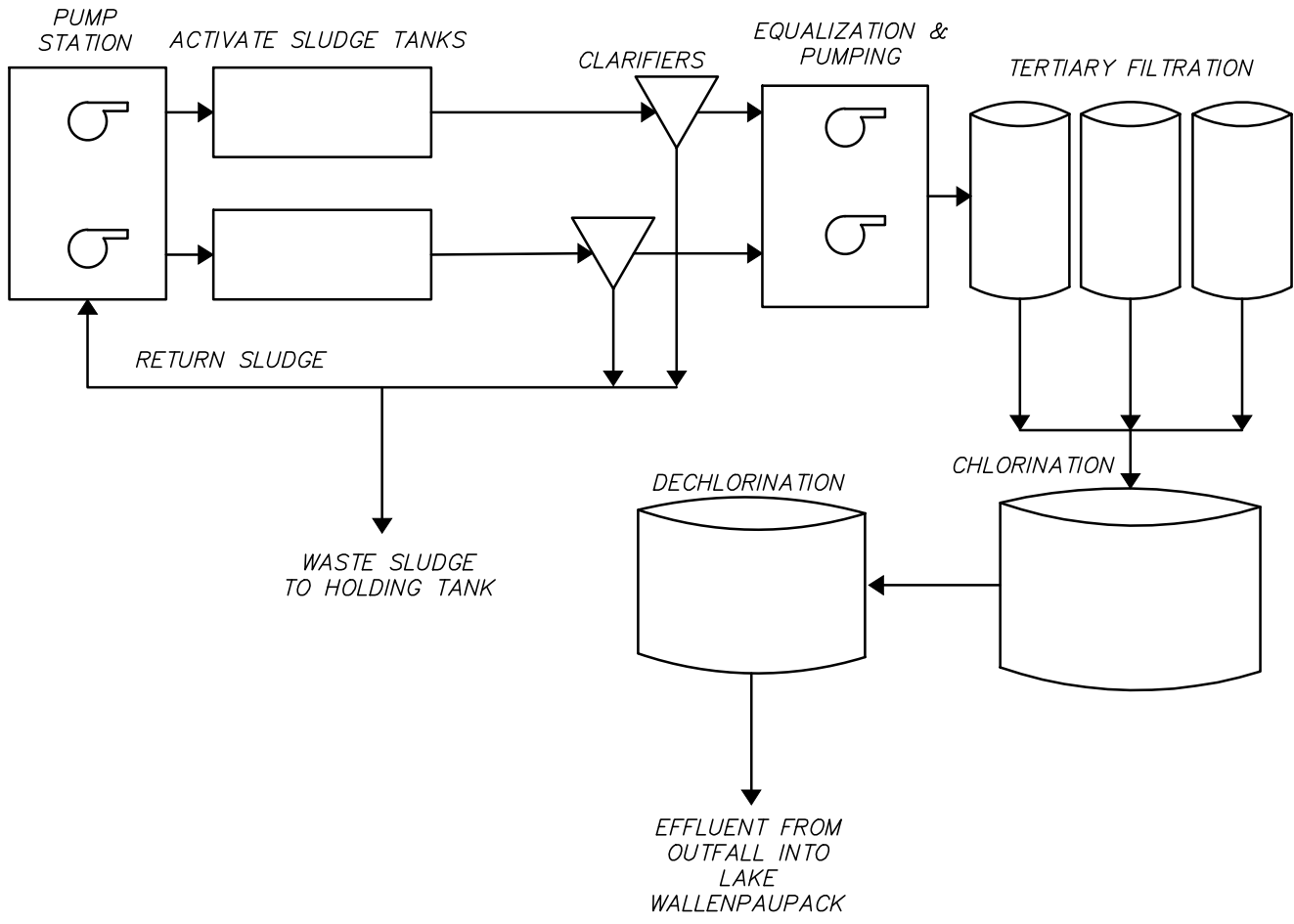
March 12, 2024

### Wetlands

- |   |                                |   |                                   |   |          |
|---|--------------------------------|---|-----------------------------------|---|----------|
|  | Estuarine and Marine Deepwater |  | Freshwater Emergent Wetland       |  | Lake     |
|  | Estuarine and Marine Wetland   |  | Freshwater Forested/Shrub Wetland |  | Other    |
|   |                                |  | Freshwater Pond                   |  | Riverine |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

**ATTACHMENT 10**  
**DEER HAVEN LLC, WASTEWATER TREATMENT PLANT PROCESS SCHEMATIC**

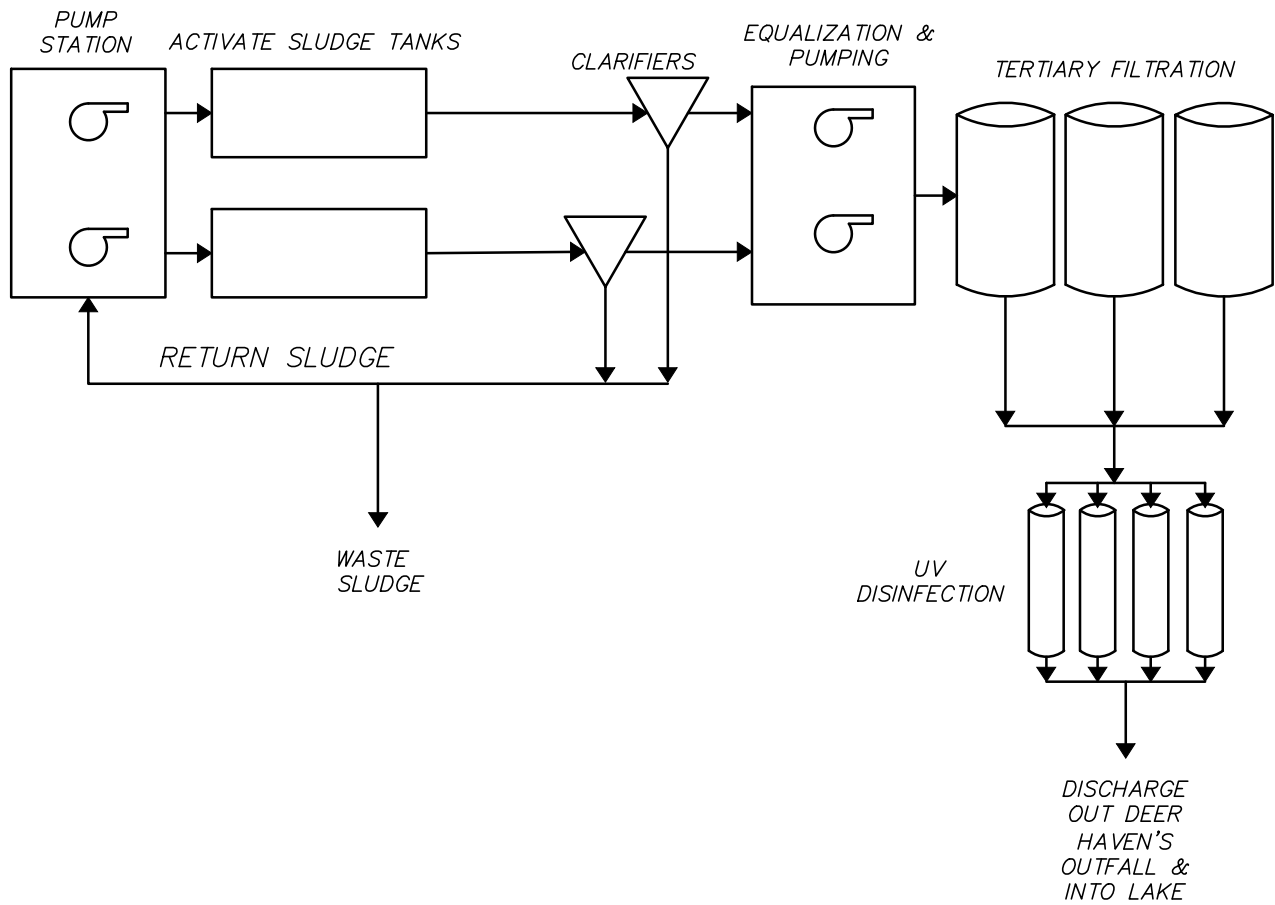


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 (814) 753-4249  
 CPENGINEERS.COM

DEER HAVEN, LLC  
 PROCESS  
 SCHEMATIC

ACT 537 PLAN  
 PL UTILITIES  
 PALMYRA TOWNSHIP, PIKE  
 COUNTY PENNSYLVANIA

**ATTACHMENT 11**  
**POCONO LAKEFRONT WASTEWATER TREATMENT PLANT**  
**PROCESS FLOW DIAGRAM**



CP ENGINEERS  
 2013 SANDY DRIVE  
 SUITE 101  
 STATE COLLEGE, PA 16803  
 (814) 753-4249  
 CPENGINEERS.COM

PL UTILITIES PROCESS  
 SCHEMATIC

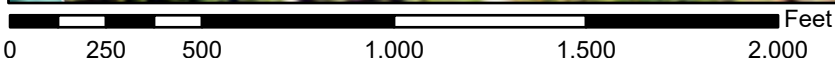
ACT 537  
 PLAN  
 PL UTILITIES  
 PALMYRA TOWNSHIP, PIKE  
 COUNTY PENNSYLVANIA

**ATTACHMENT 12**  
**NATIONAL FLOOD HAZARD LAYER FIRMETTE**

# National Flood Hazard Layer FIRMMette



75°15'26"W 41°22'59"N



1:6,000

75°14'49"W 41°22'32"N

Basemap Imagery Source: USGS National Map 2023

## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

|                            |  |   |
|----------------------------|--|---|
| SPECIAL FLOOD HAZARD AREAS |  | Without Base Flood Elevation (BFE)<br><i>Zone A, V, A99</i> |
|                            |  | With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i>            |
|                            |  | Regulatory Floodway   |

|                             |  |  |
|-----------------------------|--|--|
| OTHER AREAS OF FLOOD HAZARD |  | 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i> |
|                             |  | Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i>  |
|                             |  | Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i>  |
|                             |  | Area with Flood Risk due to Levee <i>Zone D</i>  |

|             |  |  |
|-------------|--|--|
| OTHER AREAS |  | NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i> |
|             |  | Effective LOMRs                                      |
|             |  | Area of Undetermined Flood Hazard <i>Zone D</i>      |

|                    |  |                                  |
|--------------------|--|----------------------------------|
| GENERAL STRUCTURES |  | Channel, Culvert, or Storm Sewer |
|                    |  | Levee, Dike, or Floodwall        |

|                |  |   |
|----------------|--|---|
| OTHER FEATURES |  | 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation |
|                |  | 17.5 Coastal Transect   |
|                |  | Base Flood Elevation Line (BFE)                                   |
|                |  | Limit of Study  |
|                |  | Jurisdiction Boundary   |
|                |  | Coastal Transect Baseline   |
|                |  | Profile Baseline  |
|                |  | Hydrographic Feature  |

|            |  |                           |
|------------|--|---------------------------|
| MAP PANELS |  | Digital Data Available    |
|            |  | No Digital Data Available |
|            |  | Unmapped                  |



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **3/18/2024 at 10:13 AM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

**ATTACHMENT 13**  
**ZONING DISTRICTS OF PALMYRA TOWNSHIP, PIKE COUNTY PENNSYLVANIA (2015)**

# ZONING MAP COMPOSITE

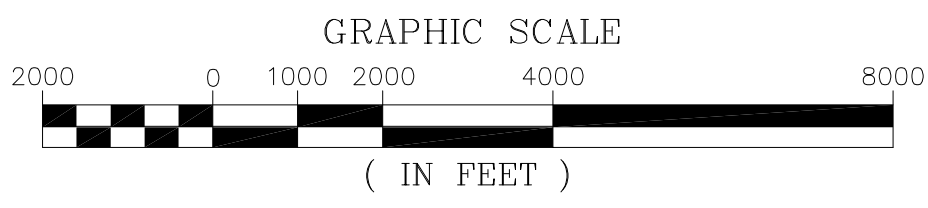
THIS ZONING DISTRICT MAP IS FOR GENERAL LOCATION PURPOSES ONLY. THE OFFICIAL ZONING MAP OF PALMYRA TOWNSHIP IS ON FILE AT THE TOWNSHIP BUILDING AND WILL BE USED TO MAKE THE FINAL DETERMINATION OF ALL ZONING DISTRICT BOUNDARIES IN ACCORDANCE WITH THE PALMYRA TOWNSHIP ZONING ORDINANCE.

LAYOUT & PRINTING BY  
**KILEY ASSOCIATES, LLC**  
 SURVEYORS & ENGINEERS  
 536 PURDYTOWN TPKE.  
 LAKEVILLE, PA 18438  
 570-226-5810

BASE MAPPING DATA COURTESY OF  
**PIKE COUNTY GIS-MAPPING DEPT.**  
 506 BROAD STREET  
 MILFORD, PA 18337

- R  RESIDENTIAL
- MR  MIXED RESIDENTIAL
- S  SPECIAL PURPOSE
- MP  MOBILE HOME PARK
- CC  COMMUNITY COMMERCIAL
- HC  HIGHWAY COMMERCIAL
- LC  LOCAL COMMERCIAL
- LW  LAKE WALLENSPAUPACK

## ZONING DISTRICTS OF PALMYRA TOWNSHIP PIKE COUNTY PENNSYLVANIA 2015

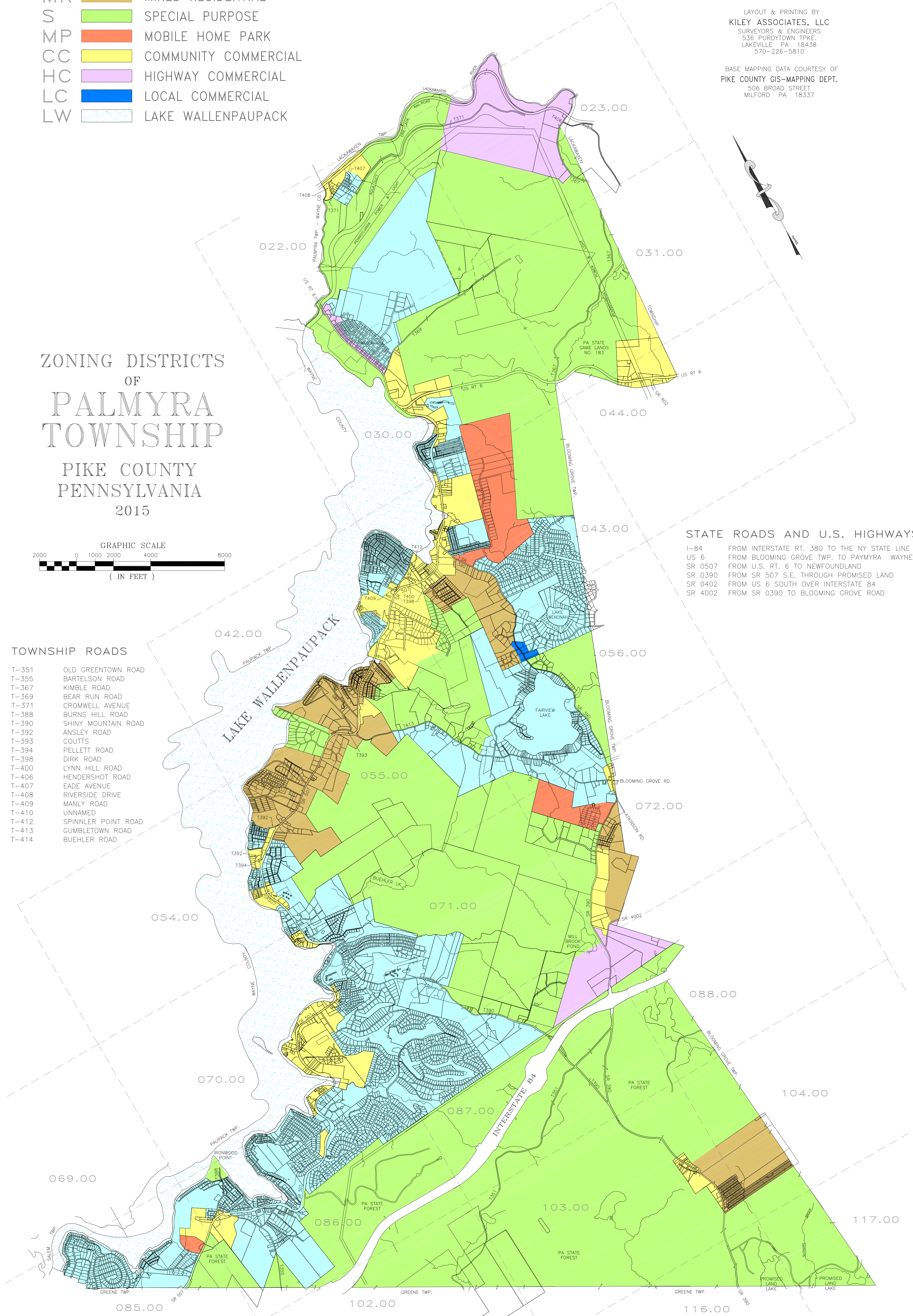


### STATE ROADS AND U.S. HIGHWAYS

- I-84 FROM INTERSTATE RT. 380 TO THE NY STATE LINE
- US 6 FROM BLOOMING GROVE TWP. TO PAYMYRA WAYNE
- SR 0507 FROM U.S. RT. 6 TO NEWFOUNDLAND
- SR 0390 FROM SR 507 S.E. THROUGH PROMISED LAND
- SR 0402 FROM US 6 SOUTH OVER INTERSTATE 84
- SR 4002 FROM SR 0390 TO BLOOMING GROVE ROAD

### TOWNSHIP ROADS

- T-351 OLD GREENTOWN ROAD
- T-355 BARTELSON ROAD
- T-367 KIMBLE ROAD
- T-369 BEAR RUN ROAD
- T-371 CROMWELL AVENUE
- T-388 BURNS HILL ROAD
- T-390 SHINY MOUNTAIN ROAD
- T-392 ANSLEY ROAD
- T-393 COUTTS
- T-394 PELLETT ROAD
- T-398 DIRK ROAD
- T-400 LYNN HILL ROAD
- T-406 HENDERSHOT ROAD
- T-407 EADE AVENUE
- T-408 RIVERSIDE DRIVE
- T-409 MANLY ROAD
- T-410 UNNAMED
- T-412 SPINNLER POINT ROAD
- T-413 GUMBLETOWN ROAD
- T-414 BUEHLER ROAD



REV.5 1-14-15: SWITCH RT 6 PARCEL FROM S TO HC  
 REV.4 6-15-08: ADD LC ZONE, EXTEND RT 390 CC ZONE  
 REV.3 5-10-05: CORRECT MARTIN CC ZONE  
 REV.2 9-27-04: ADD NEW RT 390 HC PARCEL  
 REV.1 7-30-03: ADD SPINNLER POINT RD.

**ATTACHMENT 14  
PIKE COUNTY RESIDENTIAL DEVELOPMENTS**

# LAKE COUNTY RESIDENTIAL DEVELOPMENTS

## DEVELOPMENTS OF 15 PARCELS OR MORE

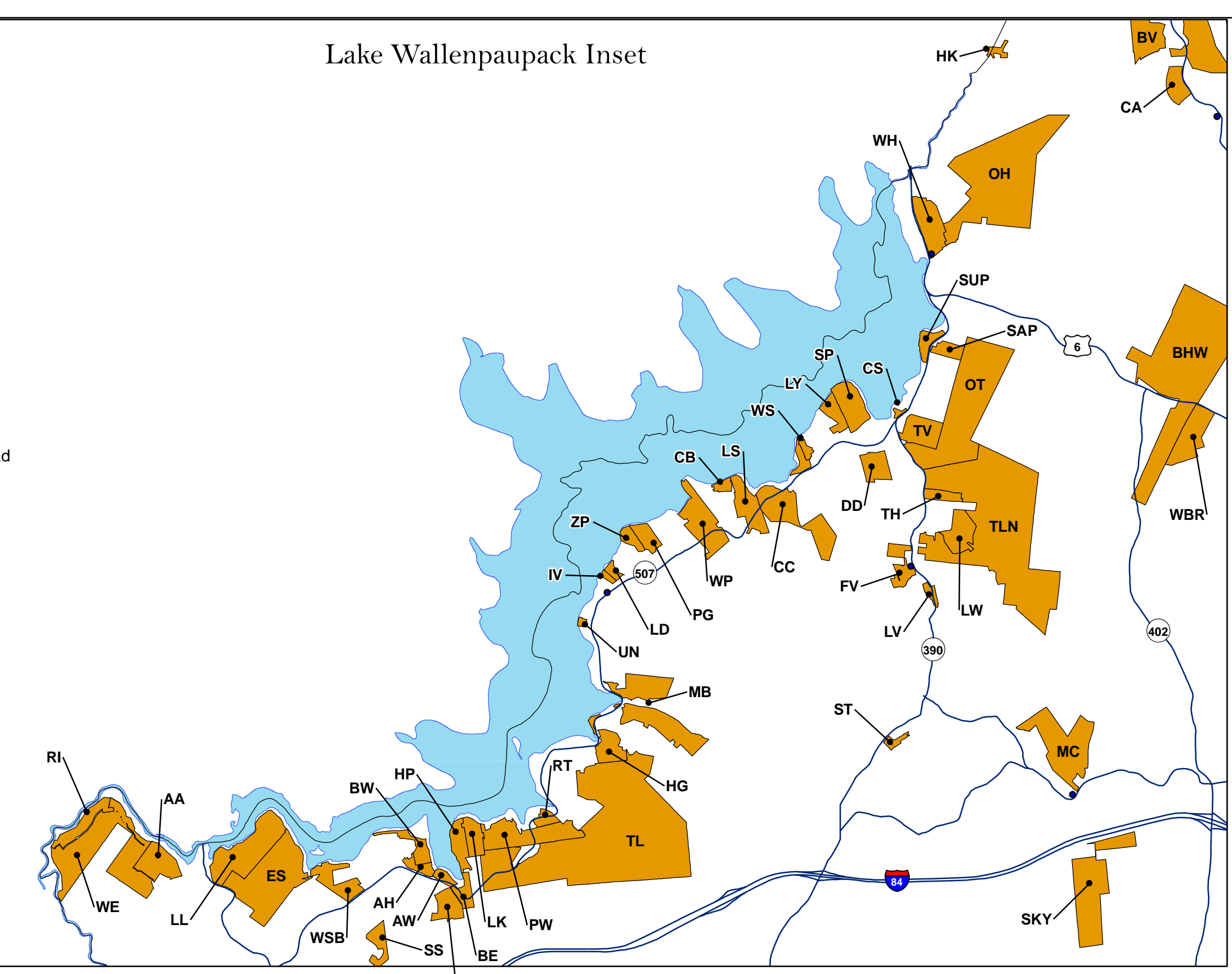
### MAP INDEX

- DEVELOPMENT NAME - CODE - MUNICIPALITY - TOTAL LOTS (DEVELOPED LOTS)
- A. Miller Dev. - AM - Dingman - 16 (13)
  - A/S Acres - AA - Greene - 63 (64)
  - Al-Wa-Da - AW - Palmyra - 40 (22)
  - Ann & Rowell Dev. - AR - Palmyra - 63 (33)
  - Auten Dev. - AU - Delaware - 87 (57)
  - Backhill Valley - BV - Lackawaxen - 26 (13)
  - Beechwood - BE - Palmyra - 41 (22)
  - Between the Lakes - BT - Shohola - 38 (29)
  - Big Woods - BW - Palmyra - 101 (70)
  - Birchwood Lakes - BL - Delaware - 2600 (866)
  - Bloss Acres - BA - Greene - 22 (7)
  - Blue Heron Lake - BH - Porter - 172 (50)
  - Blue Heron Woods - BHW - Lackawaxen/Palmyra - 151 (11)
  - Bluestone Ridge - BM - Dingman - 31 (23)
  - Brandwood Estates - BD - Shohola - 38 (23)
  - Buena Vista Estates - BE - Greene - 20 (10)
  - Cabin Ridge - CR - Lackawaxen - 16 (8)
  - Camelot Forest - CF - Blooming Grove - 128 (90)
  - Camp Indian Trails - IT - Dingman - 83 (54)
  - Canal Acres - CA - Lackawaxen - 34 (12)
  - Catchall Landing - CL - Lackawaxen - 56 (33)
  - Claude Seely Dev. - CS - Palmyra - 18 (14)
  - Cold Hill - CH - Greene - 18 (10)
  - Colony Cove - CC - Palmyra - 39 (38)
  - Comaugh Lakes - CL - Dingman - 814 (851)
  - Country Club Woods - CW - Dingman - 76 (70)
  - Courts Brothers Dev. - CB - Palmyra - 30 (16)
  - Cranberry Ridge - CBR - Dingman - 39 (20)
  - Crescent Lake - CL - Dingman - 90 (70)
  - Crooked Ridge - CR - Dingman - 39 (27)
  - Deerwoods - DW - Palmyra - 44 (22)
  - Delaware Crest Preserve - DC - Delaware - 15 (12)
  - Dev. - DD - Palmyra - 61 (20)
  - Earl Ness Dev. - EN - Porter - 61 (50)
  - Earl Unger Dev. - UR - Palmyra - 15 (13)
  - East Cove - EC - Shohola - 17 (12)
  - East Cove Woods - EW - Shohola - 39 (27)
  - Eisenberger Dev. - EP - Porter - 67 (61)
  - Emery Dev. - EM - Milford Twp. - 18 (15)
  - The Escapes - ES - Palmyra/Greene - 484 (406)
  - Evergreen Park - EP - Shohola - 28 (12)
  - Fairview Lake - FV - Palmyra - 28 (21)
  - The Farm Properties - FP - Lackawaxen - 16 (10)
  - Farmstead Dev. - FS - Westfall - 22 (21)
  - Fawn Hill - FH - Greene - 31 (17)
  - Fawn Lake Forest - FL - Lackawaxen - 2071 (745)
  - Fredstone Ridge - FR - Westfall - 22 (21)
  - Foxcroft Woods - FX - Dingman - 25 (23)
  - Fred Kuhn Dev. - FK - Lackawaxen - 27 (18)
  - Friendly Acres - FA - Lackawaxen - 118 (77)
  - Game Ridge - GR - Greene - 20 (9)
  - Glass House Hill - GH - Westfall - 47 (39)
  - Glen at Tammint - GT - Lehman - 456 (400)
  - Gold Key Lake - GK - Dingman - 2025 (865)
  - Grant Wilson Dev. - GW - Greene - 42 (18)
  - Greenwood Hills - GE - Milford Twp. - 38 (33)
  - Haggy Hollow - HH - Shohola - 86 (73)
  - Hemlock Farms - HF - B.G. Dingman/Porter - 3717 (3150)
  - Hemlock Grove - HG - Palmyra - 100 (69)
  - Hemlock Point - HP - Palmyra - 93 (68)
  - Hickory Acres - HK - Lackawaxen - 15 (14)
  - Hickory Hills - HC - Milford Twp. - 56 (47)
  - Highland Acres - HL - Delaware - 72 (37)
  - Hillside Estates - HE - Shohola - 58 (27)
  - Hitching Post - HT - Blooming Grove - 38 (37)
  - Hoibert Dev. - HD - Lackawaxen - 20 (15)
  - Huggy Bear - HB - Lackawaxen - 156 (47)
  - Hulliers Ridge - HR - Lackawaxen - 42 (23)
  - Ilwaco Dev. - IL - Palmyra - 30 (21)
  - Ivywood - IV - Palmyra - 15 (14)
  - Keystone Park - KP - Milford Twp./Westfall - 76 (63)
  - L. Ansley Dev. - LA - Palmyra - 38 (38)
  - L. Simons Dev. - LS - Palmyra - 64 (67)
  - Lake Adventure - LA - Dingman - 1794 (\*\*\*\*)
  - Lake In the Clouds - LC - Greene - 297 (129)
  - Lake Jamie - LJ - Greene - 50 (46)
  - Lake Kemadobi - KM - Delaware - 90 (27)
  - Lake Teodyskasing - LT - Lackawaxen - 87 (76)
  - Lake Wallenpaupack Estates - WE - Greene - 506 (86)
  - Lake Wyanah - LW - Palmyra - 21 (14)
  - Lakeview Acres - LA - Palmyra - 72 (49)
  - Laurel Hills - LH - Dingman - 44 (37)
  - Laurel Lane - LL - Palmyra/Greene - 160 (135)
  - Laurel Ridge - LR - Lackawaxen - 17 (9)
  - Leauge Village - LV - Palmyra - 17 (15)
  - Log Tavern Lake - LT - Dingman - 75 (62)
  - Lyndale - LY - Palmyra - 83 (83)
  - Maple Park - MP - Shohola - 77 (43)
  - Maplewood Estates - ME - Lackawaxen - 73 (9)
  - Marcel Lake Estates - MLE - Delaware - 1038 (374)
  - Masthope Rapids - MR - Lackawaxen - 2229 (1168)
  - Meadow Ridge Acres - MW - Delaware - 41 (23)
  - Meadow View Acres - MV - Dingman - 26 (24)
  - McChris Woods - MC - Blooming Grove - 40 (28)
  - Milbrook - MB - Palmyra - 300 (141)
  - Mount Haven Dev. - MH - Dingman - 20 (12)
  - Mountain Shadows - MS - Lehman/Delaware - 27 (16)
  - Mountain View Estates - MVG - Greene - 18 (8)
  - Mountain View Estates - MVG - Greene - 18 (8)
  - Nichols Pond - NP - Dingman - 38 (23)
  - Oak Hill Estates - OH - Shohola - 16 (13)
  - Oak Ridge Crossing - OC - Dingman - 55 (48)
  - Old Marcel Lake - OM - Delaware - 68 (65)
  - Old Mill Estate - OME - Dingman - 43 (32)
  - Otter Springs - OT - Palmyra - 45 (42)
  - PA Lakeshores - PA - Shohola - 164 (196)
  - Panther Hills - PH - Greene - 29 (7)
  - Panther Lake - PL - Greene - 162 (82)
  - Paupack Gardens - PG - Palmyra - 46 (46)
  - Pederson Dev. - PD - Dingman - 20 (14)
  - Pine Wood Dev. - PW - Palmyra - 109 (95)
  - Pine Acres - PC - Milford Twp. - 35 (29)
  - Pine Hill - PH - Greene - 39 (20)
  - Pine Ridge - PR - Lehman - 1536 (1065)
  - Poccano Acres - PO - Greene - 48 (42)
  - Poccano Mt. Lake Est. Section 5-7 - LS - Dela./Lehman - 514 (158)
  - Poccano Mt. Lake Est. Section 5A - SA - Lehman - 236 (55)
  - Poccano Mt. Lake Estates - LE - Lehman - 1865 (653)
  - Poccano Mt. Lake Forest - LF - Delaware - 946 (337)
  - Poccano Mt. Water Forest - PWF - Dela./Dingman - 479 (332)
  - Poccano Mt. Woodland Lakes - PWL - Dingman - 1673 (1168)
  - Poccano Ranchlands - PRL - Lehman - 1725 (716)
  - Preston Flary Dev. - PF - Palmyra - 77 (65)
  - R. Perry Dev. - RP - Palmyra - 36 (34)
  - R. Tragus Dev. - RT - Palmyra - 25 (22)
  - Rhoades Dev. - RH - Greene - 111 (65)
  - Riverview Dev. - RI - Greene - 196 (151)
  - Riverdale Estates - RE - Westfall - 46 (30)
  - Riverview Acres - RV - Lackawaxen - 105 (23)
  - Robert Wilson Dev. - RW - Greene - 253 (206)
  - Rocky Acres - RK - Greene - 87 (50)
  - Roland Acres - RO - Lackawaxen - 18 (5)
  - Rose Dev. - RD - Greene - 45 (27)
  - Rustic Acres - RA - Lehman - 203 (170)
  - Sagamore Estates - SG - Shohola - 325 (180)
  - Sand Spring Acres - SS - Palmyra/Greene - 26 (21)
  - Saw Creek Estates - SW - Lehman - 2833 (2202)
  - Sawhill Crossing - SC - Dingman - 16 (11)
  - Sawhill Run - SR - Milford Twp. - 24 (22)
  - School House Ridge - SHR - Milford Twp. - 33 (29)
  - Shepherds Dev. - SD - Delaware - 74 (66)
  - Shohola Acres - SA - Shohola - 26 (17)
  - Shohola Falls Trails End - TE - Shohola - 1850 (\*\*\*\*)
  - Shohola Heights - SH - Shohola - 40 (28)
  - Shohola Lake Farms - SL - Dingman - 19 (9)
  - Skytop Ranches - SKY - Blooming Grove - 38 (30)
  - Skyview Lake - SV - Greene - 497 (187)
  - Spinkers Point - SP - Palmyra - 157 (120)
  - Split Rock - SPR - Greene - 20 (13)
  - Spring Brook Estates - SB - Dingman - 27 (23)
  - Spruce Run Creek - SRC - Porter - 45 (42)
  - St. Vincents Point - SV - Lackawaxen - 21 (15)
  - Steiner Dev. - ST - Palmyra/B.G. - 19 (17)
  - Stone Hedge Farms - SE - Dingman - 24 (22)
  - Stony Hollow Village - SHV - Lehman - 166 (112)
  - Sugar Hill - SU - Greene - 196 (73)
  - Sugar Hill Forest - SF - Greene - 17 (8)
  - Sunrise Lake - SNL - Dingman - 975 (780)
  - Sunset Acres - SAP - Palmyra - 16 (10)
  - Sunset Acres - SAL - Lehman - 36 (20)
  - Sunset Point - SUP - Palmyra - 74 (60)
  - Symphony West - SW - Shohola - 21 (10)
  - Talton Heights - TH - Palmyra - 17 (17)
  - Talton View - TV - Palmyra - 68 (51)
  - Tangwood Lakes - TL - Palmyra - 1036 (649)
  - Tangwood North - TN - Palmyra/B.G. - 730 (296)
  - Tauschman Dev. - TA - Palmyra - 62 (62)
  - Tim Wig Mt. Lake Estates - TW - Lackawaxen - 826 (302)
  - Top of the Mountain - TM - Greene - 59 (47)
  - Trace of Lattimore - TOL - Delaware - 84 (65)
  - Tranquility Falls - TF - Greene - 125 (57)
  - Tuscorora Dev. - TU - Lackawaxen - 56 (17)
  - Twin Lake Park - TP - Shohola - 30 (43)
  - Twin Lake Preserve - TL - Shohola - 24 (20)
  - Twin Lake Woods - TLW - Shohola - 66 (48)
  - Valley View - VV - Westfall - 14 (4)
  - Walker Lake - WK - Shohola - 205 (134)
  - Welcome Lake - WL - Lackawaxen - 62 (44)
  - Westcolong Park - WC - Lackawaxen - 80 (17)
  - Whispering Pines - WP - Palmyra - 37 (28)
  - White Birch Run - WBR - Blooming Grove - 26 (12)
  - White Sands Beach - WSB - Palmyra - 45 (30)
  - Whitehall Ridge - WR - Greene - 23 (16)
  - Wild Acres - WA - Delaware - 2110 (1249)
  - William Soose Dev. - WS - Palmyra - 30 (20)
  - Wilson Hill Dev. - WI - Palmyra - 154 (88)
  - Wooding Brook - WB - Dingman - 31 (29)
  - Woodland Meadows - WM - Greene - 37 (30)
  - Woodlodge Village - WV - Lackawaxen - 291 (53)
  - Woodloch Pines - WD - Lackawaxen - 403 (389)
  - Zimmerman Pines - ZP - Palmyra - 17 (13)
  - \*\*\*\* RV Park - No Permanent Residences

### State Road Index:

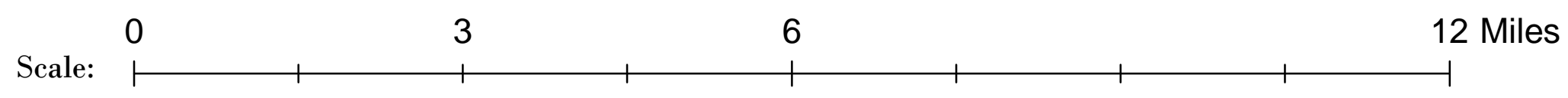
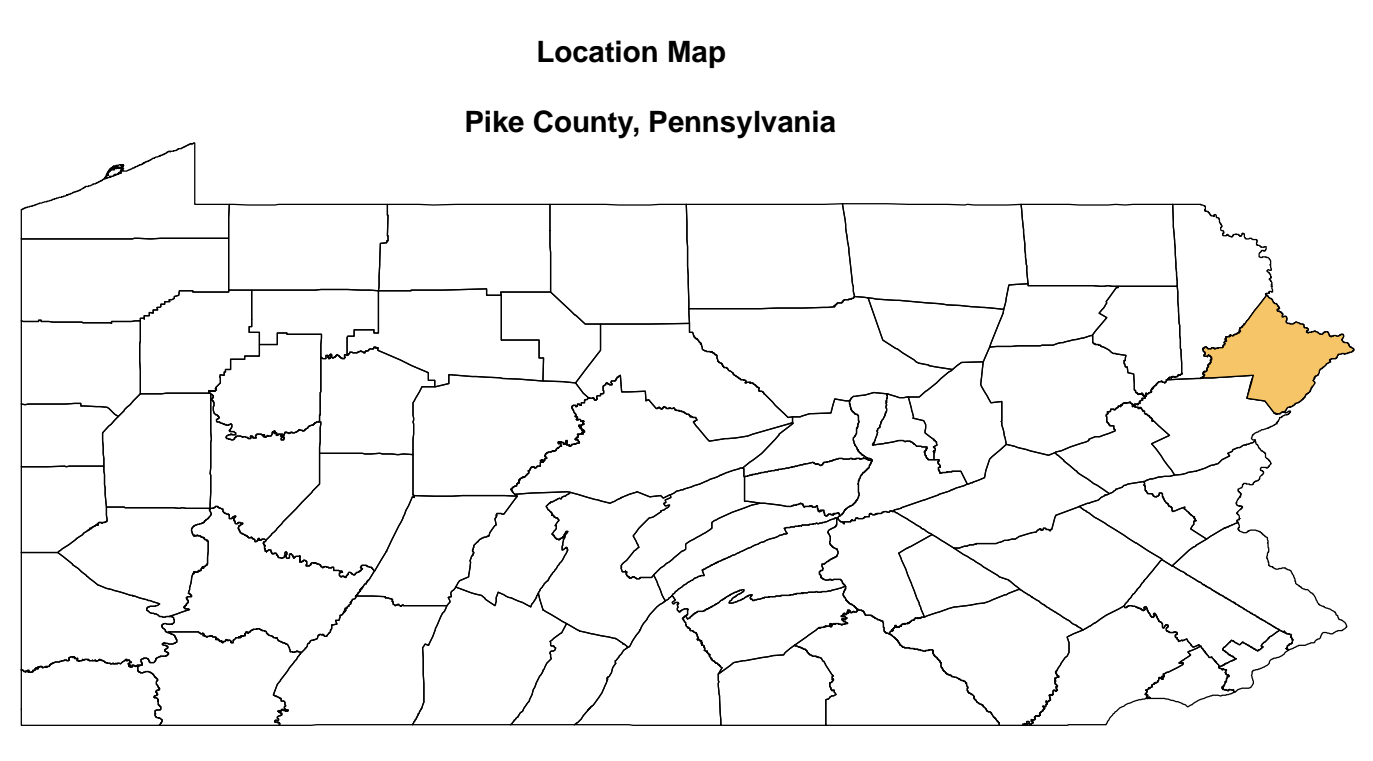
- Route 6
- Route 84
- Route 191
- Route 209
- Route 390
- Route 402
- Route 434
- Route 447
- Route 507
- Route 590
- Route 739
- 1003 - Rowland Road
- 1005 - Twin Lakes Road
- 1012 - Lackawaxen Road
- 1013 - Cummins Hill Road
- 1014 - Masthope Road
- 2001 - Milford Road
- 2003 - Bushkill Falls Road
- 2004 - Silver Lake Road
- 2008 - Log Tavern Road
- 2009 - Raymondskill Road
- 4003 - Welcome Lake Road
- 4006 - Towpath Road

### Lake Wallenpaupack Inset



### Legend

- Residential Development
- DWGNRA (NPS)
- State Game Lands
- Promised Land State Park
- Delaware State Forest
- UPDSRRC (Private Land)



**ATTACHMENT 15**  
**PENNSYLVANIA NATIONAL HERITAGE PROGRAM ENVIRONMENTAL REVIEW**

## 1. PROJECT INFORMATION

Project Name: **Pocono Lakefront NPDES Renewal**

Date of Review: **10/23/2018 02:46:30 PM**

Project Category: **Development, Residential, Subdivision containing more than 2 lots and/or 2 single-family units**

Project Area: **104.73 acres**

County(s): **Pike**

Township/Municipality(s): **PALMYRA**

ZIP Code: **18426**

Quadrangle Name(s): **HAWLEY; LAKEVILLE; NEWFOUNDLAND; PROMISED LAND**

Watersheds HUC 8: **Lackawaxen**

Watersheds HUC 12: **Lake Wallenpaupack-Wallenpaupack Creek**

Decimal Degrees: **41.375560, -75.249823**

Degrees Minutes Seconds: **41° 22' 32.145" N, 75° 14' 59.3618" W**

WATERWAYS & WETLANDS PROGRAM  
COUNTY: \_\_\_\_\_

JAN 14 2019

MUNIC: \_\_\_\_\_

PERMIT #: \_\_\_\_\_

## 2. SEARCH RESULTS

| Agency  | Results         | Response                   |
|---|-----------------|----------------------------|
| PA Game Commission                                  | No Known Impact | No Further Review Required |
| PA Department of Conservation and Natural Resources | No Known Impact | No Further Review Required |
| PA Fish and Boat Commission                         | No Known Impact | No Further Review Required |
| U.S. Fish and Wildlife Service                      | No Known Impact | No Further Review Required |

As summarized above, Pennsylvania Natural Diversity Inventory (PNDI) records indicate no known impacts to threatened and endangered species and/or special concern species and resources within the project area. Therefore, based on the information you provided, no further coordination is required with the jurisdictional agencies. This response does not reflect potential agency concerns regarding impacts to other ecological resources, such as wetlands.

DEC 13 2018  
PNDI

### Pocono Lakefront NPDES Renewal

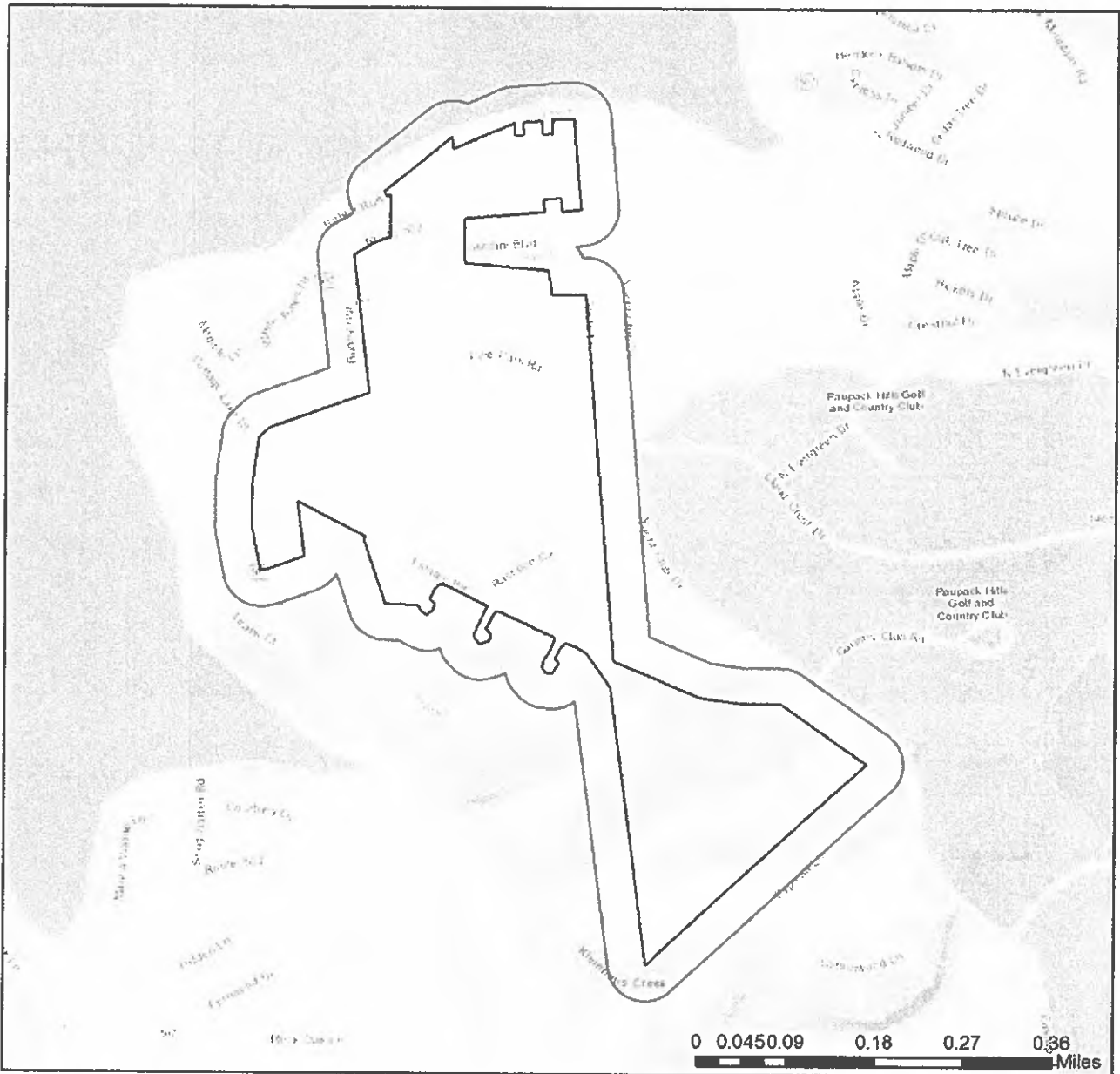


- Project Boundary
- Buffered Project Boundary



Service Layer Credits: Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community  
Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community

### Pocono Lakefront NPDES Renewal



- Project Boundary
- Buffered Project Boundary

Service Layer Credits: Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community  
 Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS,



## RESPONSE TO QUESTION(S) ASKED

**Q1:** The proposed project is in the range of the Indiana bat. Describe how the project will affect bat habitat (forests, woodlots and trees) and indicate what measures will be taken in consideration of this. Round acreages up to the nearest acre (e.g., 0.2 acres = 1 acre).

**Your answer is:** The project will affect 1 to 39 acres of forests, woodlots and trees.

**Q2:** Is tree removal, tree cutting or forest clearing of 40 acres or more necessary to implement all aspects of this project?

**Your answer is:** No

### 3. AGENCY COMMENTS

Regardless of whether a DEP permit is necessary for this proposed project, any potential impacts to threatened and endangered species and/or special concern species and resources must be resolved with the appropriate jurisdictional agency. In some cases, a permit or authorization from the jurisdictional agency may be needed if adverse impacts to these species and habitats cannot be avoided.

These agency determinations and responses are **valid for two years** (from the date of the review), and are based on the project information that was provided, including the exact project location; the project type, description, and features; and any responses to questions that were generated during this search. If any of the following change: 1) project location, 2) project size or configuration, 3) project type, or 4) responses to the questions that were asked during the online review, the results of this review are not valid, and the review must be searched again via the PNDI Environmental Review Tool and resubmitted to the jurisdictional agencies. The PNDI tool is a primary screening tool, and a desktop review may reveal more or fewer impacts than what is listed on this PNDI receipt. The jurisdictional agencies **strongly advise against** conducting surveys for the species listed on the receipt prior to consultation with the agencies.

#### PA Game Commission

##### RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

#### PA Department of Conservation and Natural Resources

##### RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

#### PA Fish and Boat Commission

##### RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

#### U.S. Fish and Wildlife Service

##### RESPONSE:

No impacts to **federally** listed or proposed species are anticipated. Therefore, no further consultation/coordination under the Endangered Species Act (87 Stat. 884, as amended; 16 U.S.C. 1531 et seq. is required. Because no take of federally listed species is anticipated, none is authorized. This response does not reflect potential Fish and Wildlife Service concerns under the Fish and Wildlife Coordination Act or other authorities.

Received  
DEC 13 2015  
PCCD

#### 4. DEP INFORMATION

The Pa Department of Environmental Protection (DEP) requires that a signed copy of this receipt, along with any required documentation from jurisdictional agencies concerning resolution of potential impacts, be submitted with applications for permits requiring PNDI review. Two review options are available to permit applicants for handling PNDI coordination in conjunction with DEP's permit review process involving either T&E Species or species of special concern. Under sequential review, the permit applicant performs a PNDI screening and completes all coordination with the appropriate jurisdictional agencies prior to submitting the permit application. The applicant will include with its application, both a PNDI receipt and/or a clearance letter from the jurisdictional agency if the PNDI Receipt shows a Potential Impact to a species or the applicant chooses to obtain letters directly from the jurisdictional agencies. Under concurrent review, DEP, where feasible, will allow technical review of the permit to occur concurrently with the T&E species consultation with the jurisdictional agency. The applicant must still supply a copy of the PNDI Receipt with its permit application. The PNDI Receipt should also be submitted to the appropriate agency according to directions on the PNDI Receipt. The applicant and the jurisdictional agency will work together to resolve the potential impact(s). See the DEP PNDI policy at <https://conservationexplorer.dcnr.pa.gov/content/resources>.

PA  
REC-1078  
ECCO

### 5. ADDITIONAL INFORMATION

The PNDI environmental review website is a preliminary screening tool. There are often delays in updating species status classifications. Because the proposed status represents the best available information regarding the conservation status of the species, state jurisdictional agency staff give the proposed statuses at least the same consideration as the current legal status. If surveys or further information reveal that a threatened and endangered and/or special concern species and resources exist in your project area, contact the appropriate jurisdictional agency/agencies immediately to identify and resolve any impacts.

For a list of species known to occur in the county where your project is located, please see the species lists by county found on the PA Natural Heritage Program (PNHP) home page ([www.naturalheritage.state.pa.us](http://www.naturalheritage.state.pa.us)). Also note that the PNDI Environmental Review Tool only contains information about species occurrences that have actually been reported to the PNHP.

### 6. AGENCY CONTACT INFORMATION

#### PA Department of Conservation and Natural Resources

Bureau of Forestry, Ecological Services Section  
400 Market Street, PO Box 8552  
Harrisburg, PA 17105-8552  
Email: [RA-HeritageReview@pa.gov](mailto:RA-HeritageReview@pa.gov)

#### U.S. Fish and Wildlife Service

Pennsylvania Field Office  
Endangered Species Section  
110 Radnor Rd; Suite 101  
State College, PA 16801  
NO Faxes Please

#### PA Fish and Boat Commission

Division of Environmental Services  
595 E. Rolling Ridge Dr., Bellefonte, PA 16823  
Email: [RA-FBPACENOTIFY@pa.gov](mailto:RA-FBPACENOTIFY@pa.gov)

#### PA Game Commission

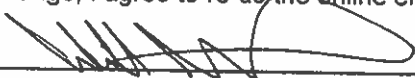
Bureau of Wildlife Habitat Management  
Division of Environmental Planning and Habitat Protection  
2001 Elmerton Avenue, Harrisburg, PA 17110-9797  
Email: [RA-PGC\\_PNDI@pa.gov](mailto:RA-PGC_PNDI@pa.gov)  
NO Faxes Please

### 7. PROJECT CONTACT INFORMATION

Name: Will Whitehead  
Company/Business Name: Kiley Associates, LLC  
Address: 536 Rusdytown Trk.  
City, State, Zip: Lakeville, PA 16436  
Phone: (570) 226-5810x307 Fax: (570) 226-5811  
Email: wwhitehead@kileyassoc.com

### 8. CERTIFICATION

I certify that ALL of the project information contained in this receipt (including project location, project size/configuration, project type, answers to questions) is true, accurate and complete. In addition, if the project type, location, size or configuration changes, or if the answers to any questions that were asked during this online review change, I agree to re-do the online environmental review.

  
\_\_\_\_\_  
applicant/project proponent signature

12-13-18  
\_\_\_\_\_  
date

DEC 13 2018  
PCOD

**ATTACHMENT 16**  
**PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION REVIEW**



Pennsylvania State Historic Preservation Office

PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION

May 1, 2024

*Sent Via PA-SHARE*

RE: ER Project # 2024PR01744.002, PL Utilities Act 537 Plan, PA Utility Commission, Palmyra Township, Pike County

Dear Submitter,

Thank you for submitting information concerning the above referenced project. The Pennsylvania State Historic Preservation Office (PA SHPO) reviews projects in accordance with state and federal laws. Section 106 of the National Historic Preservation Act of 1966, and the implementing regulations (36 CFR Part 800) of the Advisory Council on Historic Preservation, is the primary federal legislation. The Environmental Rights amendment, Article 1, Section 27 of the Pennsylvania Constitution and the Pennsylvania History Code, 37 Pa. Cons. Stat. Section 500 et seq. (1988) is the primary state legislation. These laws include consideration of the project's potential effects on both historic and archaeological resources.

**Archaeological Resources**

*No Archaeological Concerns - Environmental Review - No Effect - Archaeological*

Based on the information received and available in our files, in our opinion, the proposed project should have No Effect on archaeological resources. Should the scope of the project be amended to include additional ground-disturbing activity and/or should you be made aware of historic property concerns regarding archaeological resources, you will need to reinitiate consultation with our office using PA-SHARE.

For questions concerning archaeological resources, please contact Casey Hanson at [chanson@pa.gov](mailto:chanson@pa.gov).

Sincerely,

Emma Diehl  
Environmental Review Division Manager

**ATTACHMENT 17**  
**PRESENT WORTH ANALYSIS**

Capital Costs - Alternative 1

| Item                            | Quantity | Unit     | Unit Price | Extension  |
|---------------------------------|----------|----------|------------|------------|
| Demolish WWTP Super Structure   | 320      | manhours | \$ 75      | \$ 24,000  |
| Heavy Equipment                 | 40       | hours    | \$ 350     | \$ 14,000  |
| Maintenance of Flow & Treatment | 14       | days     | \$ 1,500   | \$ 21,000  |
| CCT                             | 2000     | gal      | \$ 2       | \$ 4,000   |
| CL2 Ejector                     | 2        | ea       | \$ 5,000   | \$ 10,000  |
| SO4 Ejector                     | 2        | ea       | \$ 5,000   | \$ 10,000  |
| Solutions Pipe                  | 120      | ft       | \$ 86      | \$ 10,320  |
| Gravity Crossing of SR 507      | 100      | ft       | \$ 500     | \$ 50,000  |
| Contractor's OH & Profit        | 15%      |          |            | \$ 21,498  |
|                                 |          |          |            | \$ 164,818 |
| Contingency                     | 10%      |          |            | \$ 16,482  |
| Engineering                     | 10%      |          |            | \$ 16,482  |
| Admin                           | 4%       |          |            | \$ 6,593   |
|                                 |          |          |            | \$ 204,374 |

Operational Cost - Alternative 1

| Item               | Cost  | Unit/month | Life Cycle | Cost/Unit  |
|--------------------|-------|------------|------------|------------|
| Chlorine Chemicals | 35.0  | lb/months  | 240        | \$ 4.00    |
| SO4 Chemicals      | 35.0  | lb/months  | 240        | \$ 20.00   |
| Power              | 11.25 | KW/months  | 240        | \$ 0.07    |
| Manhours           | 2     | hr/month   | 240        | \$ 50.00   |
|                    |       |            |            | \$ 225,950 |

Total Present Worth Value \$ 430,325

Capital Costs - Alternative 2

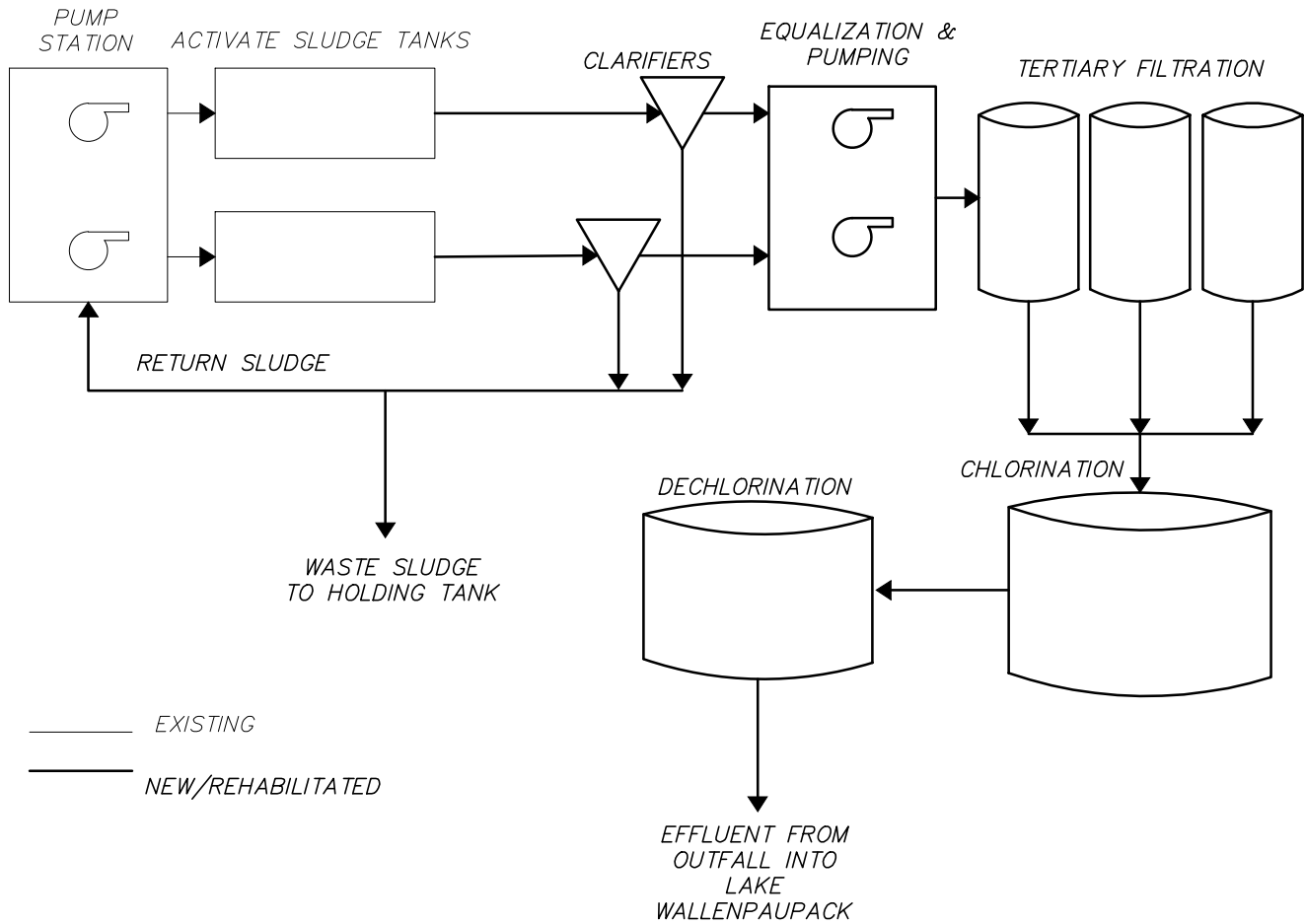
| Item                        | Quantity | Unit | Unit Price | Extension  |
|-----------------------------|----------|------|------------|------------|
| Pump Station (10' MH)       | 1        | ea   | \$ 5,000   | \$ 5,000   |
| Pumps                       | 2        | ea   | \$ 10,000  | \$ 20,000  |
| UV System                   | 3        | ea   | \$ 10,000  | \$ 30,000  |
| Pressure Crossing of SR 507 | 100      | ft   | \$ 450     | \$ 45,000  |
| Contractor's OH & Profit    | 15%      |      |            | \$ 15,000  |
|                             |          |      |            | \$ 115,000 |
| Contingency                 | 10%      |      |            | \$ 11,500  |
| Engineering                 | 10%      |      |            | \$ 11,500  |
| Admin                       | 4%       |      |            | \$ 4,600   |
|                             |          |      |            | \$ 142,600 |

Operational Cost - Alternative 2

| Item               | Cost  | Unit/month | Life Cycle | Cost/Unit |
|--------------------|-------|------------|------------|-----------|
| UV Power           | 9     | KW/month   | 240        | \$ 0.07   |
| Pump Station Power | 56.25 | KW/month   | 240        | \$ 0.07   |
|                    |       |            |            | \$ 1,096  |

Total Present Worth Value \$ 143,696

**ATTACHMENT 18**  
**REHABILITATION OF DEER HAVEN PROCESS DIAGRAM**



CP ENGINEERS  
2013 SANDY DRIVE  
SUITE 101  
STATE COLLEGE, PA 16803  
(814) 753-4249  
CPENGINEERS.COM

REHABILITATION OF  
DEER HAVEN, LLC  
PROCESS  
SCHEMATIC

ACT 537 PLAN

PL UTILITIES  
PALMYRA TOWNSHIP, PIKE  
COUNTY PENNSYLVANIA

# POCONO LAKEFRONT TOWNHOMES-PHASE 1

## DEP SUBMISSION PART II WATER QUALITY MANAGEMENT PERMIT MODIFICATION NEW SEWER SYSTEM & SEWAGE TREATMENT PLANT

**SHEET INDEX:**

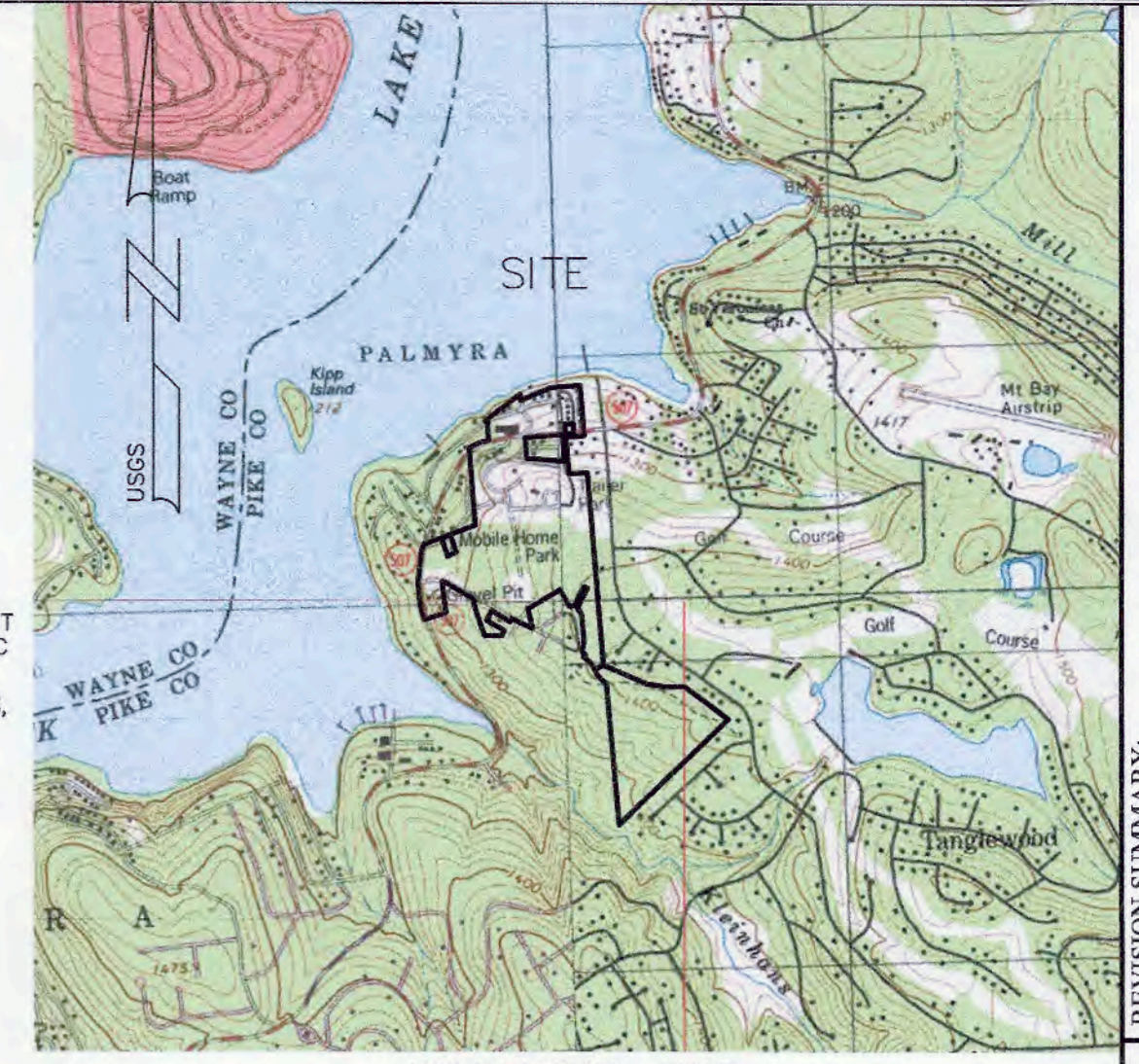
- C-1 - OVERALL PLAN: SEWER SERVICE AREA MAP
- C-2 - PHASE PLAN: SEWER SERVICE AREA MAP
- C-3 - SEWER CONVEYANCE UTILITY PLAN-A
- C-4 - SEWER CONVEYANCE UTILITY PLAN-B
- C-5 - PUMP STATION LOCATION PLAN
- C-6 - GRAVITY SEWER PROFILE SHEET
- C-7 - GRAVITY SEWER PROFILE SHEET
- C-8 - HYDRAULIC PROFILE (SEWAGE TREATMENT PLANT)
- C-9 - YARD PILING PLAN
- C-10 - SEWAGE TREATMENT PLANT EQUIPMENT SHEET
- C-11 - SEWER SYSTEM DETAIL SHEET
- C-12 - YARD DETAIL SHEET
- A-1 - FILTER BUILDING PLAN
- A-2 - FILTER BUILDING ELEVATIONS PLAN
- S-1 - STRUCTURAL PLAN
- S-2 - STRUCTURAL ROOF FRAMING PLAN & SECTIONS
- S-3 - STRUCTURAL GENERAL NOTES & DETAILS
- S-4 - SITE ELECTRIC

**SHEET INDEX:**

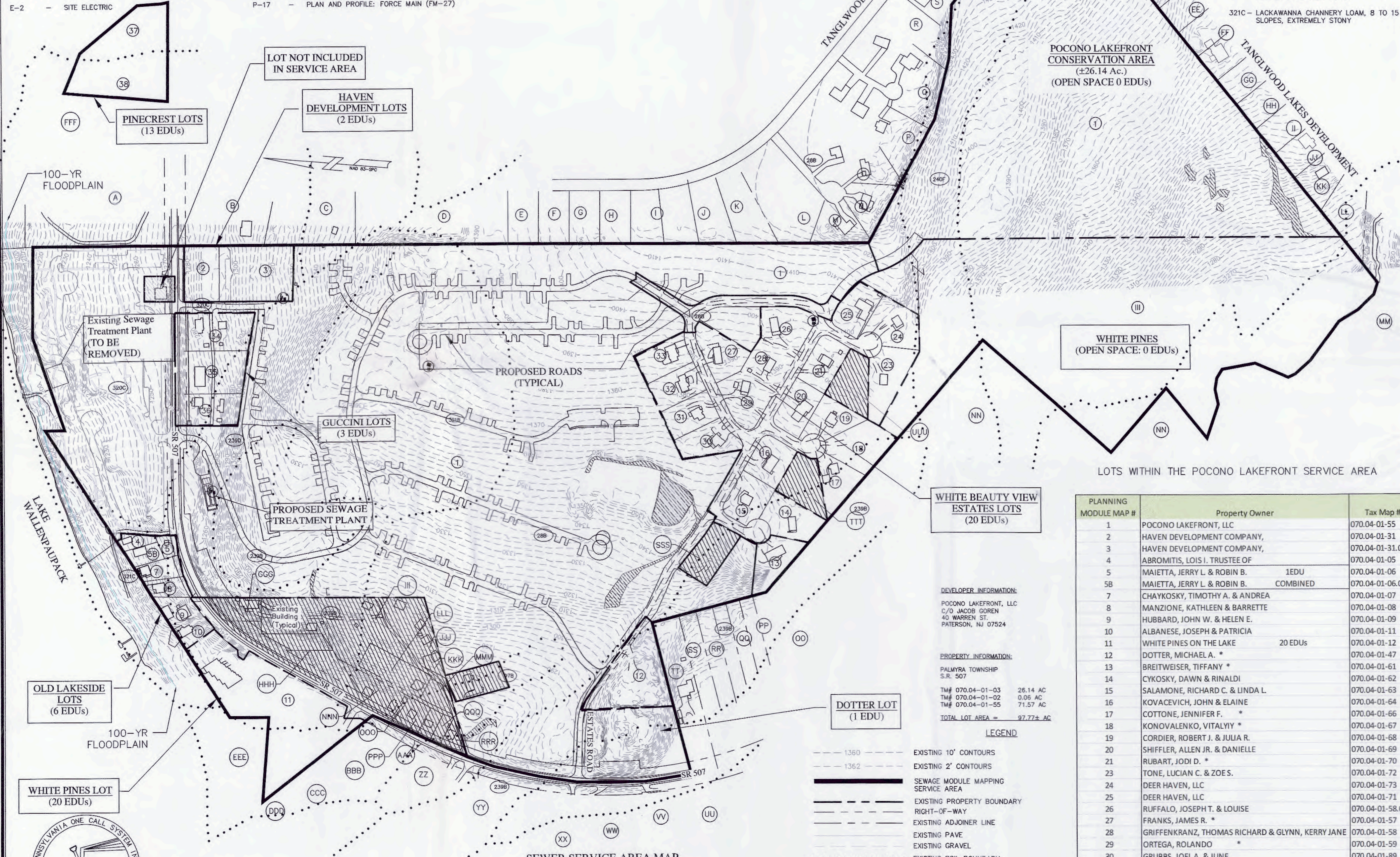
- P-1 - PLAN AND PROFILE: ENTRANCE ROAD & FM-29
- P-2 - PLAN AND PROFILE: ENTRANCE ROAD & FM-4
- P-3 - PLAN AND PROFILE: ENTRANCE ROAD
- P-4 - PLAN AND PROFILE: ROAD 'A' & FM-16
- P-5 - PLAN AND PROFILE: ROADS 'B' & 'C', FM-5, FM-21, & FM-22
- P-6 - PLAN AND PROFILE: ROAD 'F' & FM-8
- P-7 - PLAN AND PROFILE: ROAD 'G'
- P-8 - PLAN AND PROFILE: FORCE MAIN (FM-9 & FM-17)
- P-9 - NO LONGER USED
- P-10 - PLAN AND PROFILE: FORCE MAIN (FM-26)
- P-11 - PLAN AND PROFILE: FORCE MAIN (FM-1 & FM-2)
- P-12 - PLAN AND PROFILE: FORCE MAIN (FM-3 & FM-6)
- P-13 - PLAN AND PROFILE: FORCE MAIN (FM-7, FM-11 & FM-12)
- P-14 - PLAN AND PROFILE: FORCE MAIN (FM-13, FM-14, & FM-15)
- P-15 - PLAN AND PROFILE: FORCE MAIN (FM-18, FM-19, & FM-20)
- P-16 - NO LONGER USED
- P-17 - PLAN AND PROFILE: FORCE MAIN (FM-27)

**ON-SITE SOILS SUMMARY TABLE:**

- 7B - SHOHLA-EDGEMERE COMPLEX, 0 TO 8 PERCENT SLOPES, VERY RUBBLY
- 28B - WELLSBORO STONY LOAM, 0 TO 8 PERCENT SLOPES, EXTREMELY STONY
- 28C - WELLSBORO STONY LOAM, 8 TO 15 PERCENT SLOPES, EXTREMELY STONY
- 239B - LORDSTOWN-SWARTSWOOD COMPLEX, 15 TO 30 PERCENT SLOPES, EXTREMELY STONY; HYDROLOGIC SOIL GROUP C
- 239C - OQUAGA VERY STONY LOAM, 8 TO 15 PERCENT SLOPES, EXTREMELY BOLDURY
- 240F - OQUAGA-ARNOT-ROCK OUTCROP COMPLEX, 20 TO 60 PERCENT SLOPES, VERY RUBBLY
- 320C - LACKAWANNA CHANNERY LOAM, 8 TO 15 PERCENT SLOPES, STONY
- 321B - LACKAWANNA CHANNERY LOAM, 3 TO 8 PERCENT SLOPES, EXTREMELY STONY
- 321C - LACKAWANNA CHANNERY LOAM, 8 TO 15 PERCENT SLOPES, EXTREMELY STONY



REVISION SUMMARY:  
1. REVISED PER DEP REVIEW COMMENTS: 09-16-2015  
2. REVISED AS PER NEW SITE LAYOUT: 01-05-2021



ADJOINER LOTS (NOT IN SERVICE AREA)

| PLANNING MAP KEY | Property Owner   | Tax Map #        |
|------------------|--|------------------|
| A                | TANGLWOOD LAKES COMMUNITY ASSOCIATION, INC.                  | 070.04-02-03.001 |
| B                | KEARNEY, JAMES J. & ROSEMARY A                               | 070.04-02-17     |
| C                | MANCUSO, VINCENT W. & LORI L.                                | 070.04-02-18     |
| D                | TANGLWOOD LAKES COMMUNITY                                    | 070.04-02-71     |
| E                | CHIPPLE, DAVID R. & CYNTHIA K. & MAZZOTTA, LAURA B.          | 070.04-02-19     |
| F                | FRAZIER, EDWARD & RAFAELLA                                   | 070.04-02-20     |
| G                | MCELLIGOTT, DEBORAH A.                                       | 070.04-02-21     |
| H                | GIGLIO, PAUL & GLORIA ANNE                                   | 070.04-02-22     |
| I                | COLOMBO, ANNETTE & MICHAEL & CRACOLICI, SALLY & ROBERT ET AL | 070.04-02-23     |
| J                | ISRAEL, JOYCE  | 070.04-02-25     |
| K                | SCHNEIDER, MARTIN  | 070.04-02-25.001 |
| L                | HORVATH, MICHAEL & JOANNE                                    | 070.04-02-27     |
| M                | OST, ROBERT & VIRGINIA                                       | 070.04-02-28     |
| N                | KLEINSMITH, WARREN T. JR. & SHERRY                           | 070.04-02-29     |
| O                | TANGLWOOD LAKES COMMUNITY ASSOCIATION, INC.                  | 070.04-02-72     |
| P                | WELLER-CORRALES, MARGARET ETVIR                              | 070.04-02-36     |
| Q                | FERRERI, CHRISTOPHER C. & DONNA                              | 070.04-02-37     |
| R                | GUMBLE, SHIRLEY B.   | 070.04-02-40     |
| S                | SALVATORE, JAMES   | 070.04-02-41     |
| T                | LENCEWSKI, EDWARD & AUNA                                     | 070.04-02-42     |
| U                | LILLY, PETER GEORGE & NANCY                                  | 070.04-02-43     |
| V                | RABICKI, THOMAS & LORRAINE                                   | 070.04-02-44     |
| W                | COLOMBO, BENEDICT  | 070.04-02-45     |
| X, Y             | MESSINA, FRANCES J.  | 070.04-04-01     |
| Z                | ELLEFSEN, KURT H. & MARYANN                                  | 070.04-04-03     |
| AA               | ELLEFSEN, KURT H. & MARYANN                                  | 070.04-04-04     |
| BB               | TARDOGNO, JOSEPH J. & DANIELLE P.                            | 070.04-04-05     |
| CC               | SCHANTZ, CRAIG   | 070.04-04-06     |
| DD               | SCHNEIDER, ROBERT & ELIZABETH                                | 070.04-04-07     |
| EE               | BREHM, ROBERT & ANNE   | 070.04-04-08     |
| FF               | ROSS, THOMAS E. & IRENE A.                                   | 070.04-04-09     |
| GG               | ODIERNA, FRANK C. JR. & MUENZ, MARIA T.                      | 070.04-04-11     |
| HH               | DEBELAK, MICHAEL & MARCIA                                    | 070.04-04-12     |
| II               | ORANGE, JOHN W. JR.  | 070.04-04-13     |
| JJ               | ALEXANDROV, VADIM & IYEMI ORIANZI                            | 070.04-04-14     |
| KK               | CLERKIN, RICHARD W. & DEBORAH A.                             | 070.04-04-15     |
| LL               | TANGLWOOD LAKES COMMUNITY ASSOCIATION, INC.                  | 070.04-04-16     |
| MM               | PENN WOOD ASSOCIATION, INC.                                  | 086.02-01-20.009 |
| NN               | NELSON, DONALD A.  | 070.04-01-54     |
| OO               | NELSON, DONALD A. & THELMA M.                                | 070.04-01-53     |
| PP               | HOWELLS, ALDAJEAN M.   | 070.04-01-52     |
| QQ               | SCORZA, JANE   | 070.04-01-51     |
| RR               | MURPHY, LEON A. & BERTHA E.                                  | 070.04-01-50     |
| SS               | MURPHY, LEON A. ET UX  | 070.04-01-49     |
| TT               | NELSON FAMILY TRUST  | 070.04-01-48     |
| UU               | SCHOENAUER, BARBARA J. & GEORGE W. ANNS III                  | 070.04-01-30     |
| VV               | SCHUMAN, WILLIAM T. & DONNA C.                               | 070.04-01-29.001 |
| WW               | TINSLEY, WILLIAM F. & VICKIE L.                              | 070.04-01-29     |
| XX               | TINSLEY, WILLIAM F. & VICKIE L.                              | 070.04-01-29.002 |
| YY               | KRYNSKA-SHAHAR, ELIZABETH B.                                 | 070.04-01-22     |
| ZZ               | MEMOLO, WILLIAM & JEANNETTE                                  | 070.04-01-18.001 |
| AAA              | MEMOLO, WILLIAM & JEANNETTE                                  | 070.04-01-15.001 |
| BBB              | MEMOLO, MARTIN J. & JOAN B.                                  | 070.04-01-15     |
| CCC              | BIGGINS, JAMES P. & BARBARA J.                               | 070.04-01-14     |
| DDD              | BARNETT, ROBERT F. & ANTOINETTE M.                           | 070.04-01-17     |
| EEE              | PPL HOLTWOOD, LLC  | 022.00-01-39     |
| FFF              | TANGLWOOD LAKES COMMUNITY ASSOCIATION, INC.                  | 070.04-02-03     |
| GGG              | SACHLEBEN, RAYMOND & ARLENE & DECUSKY, ROBERT ET AL          | 070.04-01-10     |
| HHH              | COUGHLIN, KENNETH & WINIFRED                                 | 070.04-01-36     |
| III              | WHITE PINES ON THE LAKE                                      | 070.04-01-75     |
| JJJ              | COUGHLIN, KENNETH & WINIFRED                                 | 070.04-01-44.002 |
| KKK              | COUGHLIN, KENNETH & WINIFRED                                 | 070.04-01-44     |
| LLL              | MC HALE, JAMES H. JR. *TRUSTEE                               | 070.04-01-43     |
| MMM              | ZITO, JOSEPH A. *  | 070.04-01-42     |
| NNN              | CARAVELLO, JOHN A. JR. & MELANIE A.                          | 070.04-01-37     |
| OOO              | APPEL, DONALD C. & HELEN D.                                  | 070.04-01-38     |
| PPP              | WOODHEAD, STEVEN & TRACEY P.                                 | 070.04-01-39     |
| QQQ              | SCARNATO, DOMINICK   | 070.04-01-40     |
| RRR              | WINTERS, BONNIE H. *   | 070.04-01-41     |
| SSS              | CARRICK, C. BRUCE *  | 070.04-01-60     |
| TTT              | DEER HAVEN, LLC  | 070.04-01-65     |
| UUU              | DEER HAVEN, LLC  | 070.04-01-71     |

LOTS WITHIN THE POCONO LAKEFRONT SERVICE AREA

| PLANNING MODULE MAP # | Property Owner                                   | Tax Map #                 |
|-----------------------|--|---------------------------|
| 1                     | POCONO LAKEFRONT, LLC                            | 070.04-01-55              |
| 2                     | HAVEN DEVELOPMENT COMPANY,                       | 070.04-01-31              |
| 3                     | HAVEN DEVELOPMENT COMPANY,                       | 070.04-01-31.001          |
| 4                     | ABROMITIS, LOIS I. TRUSTEE OF                    | 070.04-01-05              |
| 5                     | MAIETTA, JERRY L. & ROBIN B.                     | 1EDU 070.04-01-06         |
| 5B                    | MAIETTA, JERRY L. & ROBIN B.                     | COMBINED 070.04-01-06.001 |
| 7                     | CHAYKOSKY, TIMOTHY A. & ANDREA                   | 070.04-01-07              |
| 8                     | MANZIONE, KATHLEEN & BARRETTE                    | 070.04-01-08              |
| 9                     | HUBBARD, JOHN W. & HELEN E.                      | 070.04-01-09              |
| 10                    | ALBANESE, JOSEPH & PATRICIA                      | 070.04-01-11              |
| 11                    | WHITE PINES ON THE LAKE                          | 20 EDUs 070.04-01-12      |
| 12                    | DOTTER, MICHAEL A. *                             | 070.04-01-47              |
| 13                    | BREITWEISER, TIFFANY *                           | 070.04-01-61              |
| 14                    | CYKOSKY, DAWN & RINALDI                          | 070.04-01-62              |
| 15                    | SALAMONE, RICHARD C. & LINDA L.                  | 070.04-01-63              |
| 16                    | KOVACEVICH, JOHN & ELAINE                        | 070.04-01-64              |
| 17                    | COTTON, JENNIFER F. *                            | 070.04-01-66              |
| 18                    | KONOVALENKO, VITALIY *                           | 070.04-01-67              |
| 19                    | CORDIER, ROBERT J. & JULIA R.                    | 070.04-01-68              |
| 20                    | SHIFFLER, ALLEN JR. & DANIELLE                   | 070.04-01-69              |
| 21                    | RUBART, JODI D. *                                | 070.04-01-70              |
| 23                    | TONE, LUCIAN C. & ZOES.                          | 070.04-01-72              |
| 24                    | DEER HAVEN, LLC                                  | 070.04-01-73              |
| 25                    | DEER HAVEN, LLC                                  | 070.04-01-71              |
| 26                    | RUFFALO, JOSEPH T. & LOUISE                      | 070.04-01-58.001          |
| 27                    | FRANKS, JAMES R. *                               | 070.04-01-57              |
| 28                    | GRIFFENKRANZ, THOMAS RICHARD & GLYNN, KERRY JANE | 070.04-01-58              |
| 29                    | ORTEGA, ROLANDO *                                | 070.04-01-59              |
| 30                    | GRUBBS, JOELA. & JUNE                            | 070.04-01-89              |
| 31                    | DENARDO, DENNIS *                                | 070.04-01-88              |
| 32                    | HORRIGAN, MICHAEL P. & JOANNE T.                 | 070.04-01-87              |
| 33                    | SHAMSHOVICH, LEONID & TATIANA ZILBERMAN          | 070.04-01-86              |
| 34                    | GUCCINI, LEONARD                                 | 070.04-01-32              |
| 35                    | GUCCINI, LEROY                                   | 070.04-01-33              |
| 36                    | GUCCINI, PAULLEROY *                             | 070.04-01-34              |
| 37                    | SARITAM, LLC                                     | 13 EDUs 070.04-02-02      |
| 38                    | ROYAL LAKE HOMES, LLC                            | COMBINED 070.06-01-15-AS7 |

**DEVELOPER INFORMATION:**  
POCONO LAKEFRONT, LLC  
C/O JACOB GOREN  
40 WARREN ST.  
PATERSON, NJ 07524

**PROPERTY INFORMATION:**  
PALMYRA TOWNSHIP  
S.R. 507  
TM# 070.04-01-03 26.14 AC  
TM# 070.04-01-02 0.05 AC  
TM# 070.04-01-55 71.57 AC  
TOTAL LOT AREA = 97.77± AC

**LEGEND**

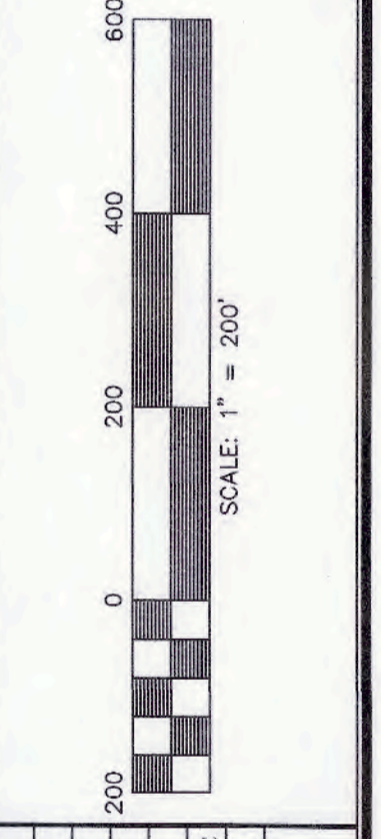
- 1360 --- EXISTING 10' CONTOURS
- 1362 --- EXISTING 2' CONTOURS
- SEWAGE MODULE MAPPING SERVICE AREA
- EXISTING PROPERTY BOUNDARY
- RIGHT-OF-WAY
- EXISTING ADJOINER LINE
- EXISTING PAVE
- EXISTING GRAVEL
- EXISTING SOIL BOUNDARY
- SEWAGE MODULE MAPPING SERVICE AREA (INTERIOR BOUNDARY LINES)
- EXISTING 100 YR FLOODPLAIN
- EXISTING SOIL LABEL
- 239C --- EXISTING WETLANDS
- ADJOINER LOTS NOT INCLUDED IN SERVICE AREA (NOT PERMITTED TO BE CONNECTED)

**PROJECT SPECIFIC NOTES:**

1. THE PROPOSED USE OF THE PROPERTY IS FOR A PROPOSED CONSERVATION RESIDENTIAL SUBDIVISION (MULTI-FAMILY).
2. THE LOTS ARE TO BE RESTRICTED BY THE DEVELOPER FOR RESIDENTIAL USE ONLY.
3. WETLANDS EXIST ON THIS SITE. WETLANDS DELINEATED BY F.X. BROWNE, INC. ON OCTOBER 21, 2005 AND NOVEMBER 17, 2005.
4. NO 100-YEAR FLOOD ZONES EXIST ON SITE AS PER FEMA MAPPING.
5. A PIND SEARCH WAS COMPLETED FOR THE PROJECT ON 05-28-14. "NO KNOWN IMPACTS" WERE IDENTIFIED.
6. THIS PROJECT IS SUBJECT TO THE RULES AND REGULATIONS AS CONTAINED IN THE PALMYRA TOWNSHIP ZONING ORDINANCE.
7. PROJECT TO BE SERVICED BY CENTRAL WATER PROVIDED VIA DRILLED WELLS AND BY CENTRAL SEWAGE. ALL CONNECTIONS SHALL BE CONSTRUCTED IN ACCORD WITH THE CURRENT STANDARDS OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PALMYRA TOWNSHIP.
8. IN GRANTING THIS APPROVAL THE TOWNSHIP HAS NOT CERTIFIED OR GUARANTEED THE FEASIBILITY OF THE INSTALLATION OF ANY TYPE OF WELL OR SEWAGE DISPOSAL SYSTEM ON ANY LOT SHOWN ON THIS PLAN.
9. NEW ROADS CREATED BY THIS SUBDIVISION MAY BE USED BY THE LOT OWNERS OF POCONO LAKEFRONT UNDER TERMS OUTLINED IN THE PROTECTIVE COVENANTS. MAINTENANCE & REPAIR OF THESE ROADS ARE THE RESPONSIBILITY OF THOSE PARTIES BENEFITING FROM THE USE THEREOF.
10. EXISTING SEWAGE TREATMENT PLANT PERMIT # 5274401-72

LOCATIONS OF ALL UNDERGROUND UTILITIES SHALL BE FIELD LOCATED BY THE CONTRACTOR PRIOR TO ANY EXCAVATION AND CONSTRUCTION WORK. CONTRACTOR SHALL CONTACT PENNSYLVANIA ONE CALL SYSTEM AT 1-800-242-1776 A MINIMUM OF THREE WORKING DAYS PRIOR TO BEGINNING ANY EXCAVATION ON THIS SITE.

**PENNSYLVANIA ONE CALL SYSTEM, INC.**  
1-800-242-1776  
CALL BEFORE YOU DIG!

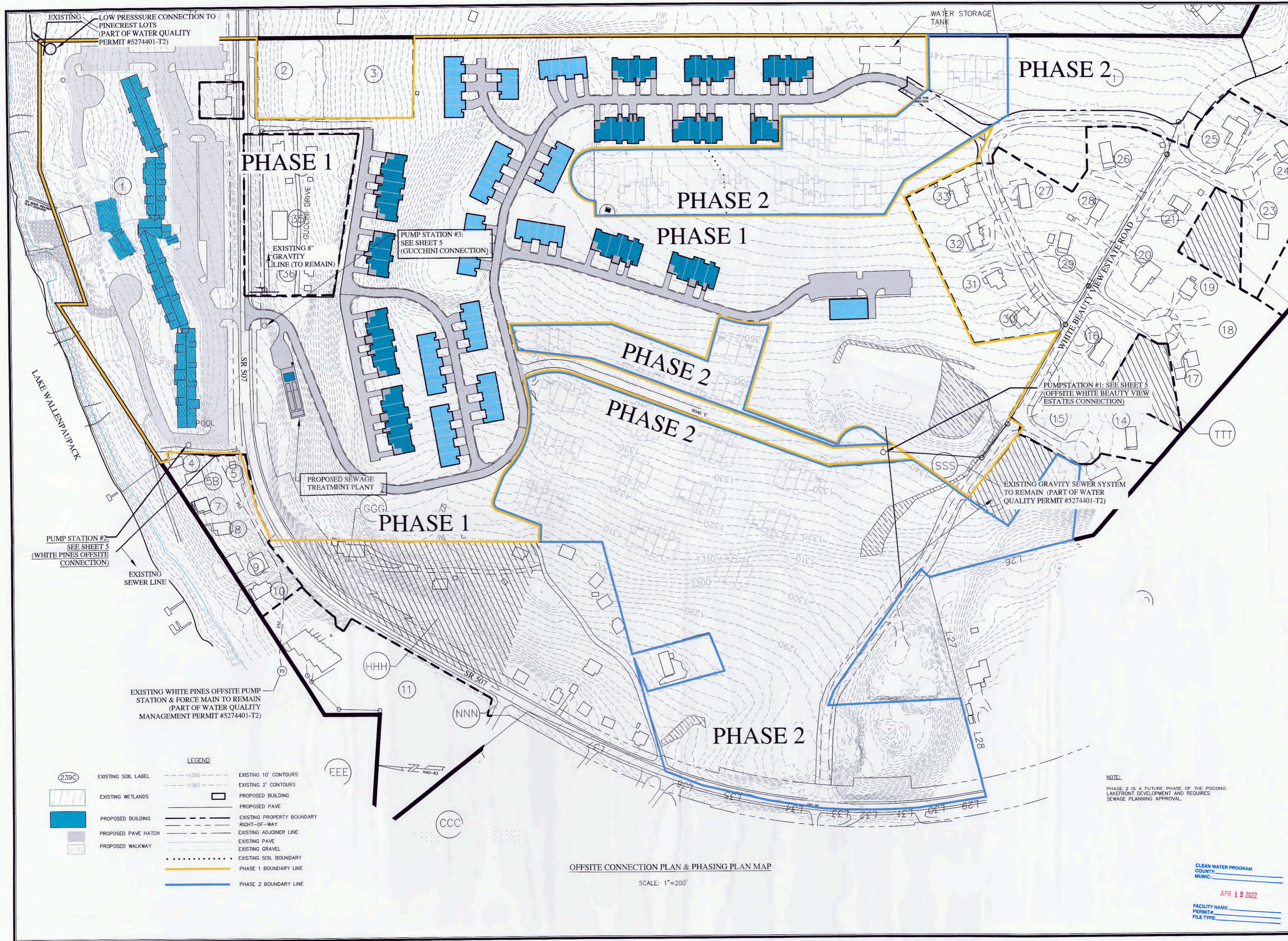


SCALE: 1"=200'  
DATE: 06-24-2015  
DWG.#: E-1049  
TAX#: AS NOTED  
DBPC#: AS NOTED  
CLIENT: POCONOLAKEFRONT.LLC  
DRAWN BY: LAM  
SHEET #: C-1

OVERALL PLAN  
SEWER SERVICE AREA MAP  
POCONO LAKEFRONT-PHASE I  
PALMYRA TOWNSHIP - PIKE COUNTY - PENNSYLVANIA  
S.R. 507  
WATER QUALITY  
MANAGEMENT PERMIT

**Kiley Associates, LLC**  
Surveyors & Engineers  
554 PIEDMONT TURNPIKE (RT. 990)  
LAKEVILLE, PA 16838  
717-226-2510

CLEAN WATER PROGRAM  
COUNTY: \_\_\_\_\_  
MUNICIPALITY: \_\_\_\_\_  
FACILITY NAME: \_\_\_\_\_  
PERMIT#: \_\_\_\_\_  
FILE TYPE: \_\_\_\_\_  
APR 12 2022



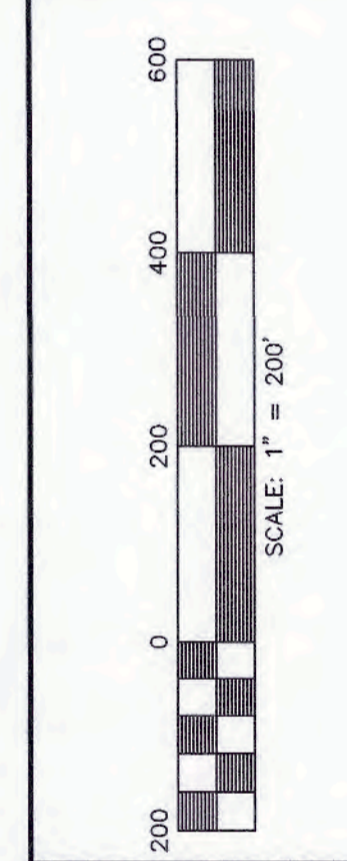
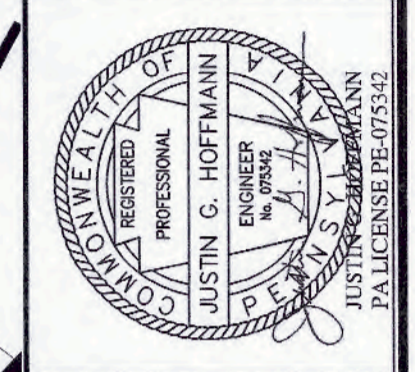
OFFSITE CONNECTION PLAN & PHASING PLAN MAP

SCALE: 1"=200'

**LEGEND**

|                 |                     |                 |                            |
|-----------------|---------------------|-----------------|----------------------------|
| (239C)          | EXISTING SOIL LABEL | ---             | EXISTING 10' CONTOURS      |
| [Green Hatched] | EXISTING WETLANDS   | ---             | EXISTING 2' CONTOURS       |
| [Blue Hatched]  | PROPOSED BUILDING   | [Black Outline] | PROPOSED BUILDING          |
| [Grey Hatched]  | PROPOSED PAVE HATCH | [Black Line]    | PROPOSED PAVE              |
| [Dotted]        | PROPOSED WALKWAY    | [Dashed Line]   | EXISTING PROPERTY BOUNDARY |
|                 |                     | [Dashed Line]   | RIGHT-OF-WAY               |
|                 |                     | [Dashed Line]   | EXISTING ADJOINER LINE     |
|                 |                     | [Dashed Line]   | EXISTING PAVE              |
|                 |                     | [Dotted]        | EXISTING GRAVEL            |
|                 |                     | [Dotted]        | EXISTING SOIL BOUNDARY     |
|                 |                     | [Yellow Line]   | PHASE 1 BOUNDARY LINE      |
|                 |                     | [Blue Line]     | PHASE 2 BOUNDARY LINE      |

REVISION SUMMARY:  
 1. REVISED PER DEP REVIEW COMMENTS: 09-16-2015  
 2. REVISED AS PER NEW SITE LAYOUT: 01-03-2021



SCALE: 1"=200'  
 DATE: 06-26-2015  
 DWG#: E-11089  
 TAX#: AS NOTED  
 DEPT#: AS NOTED  
 CLIENT: POCONO LAKEFRONT, LLC  
 DRAWN BY: LMM  
 SHEET #: C-2

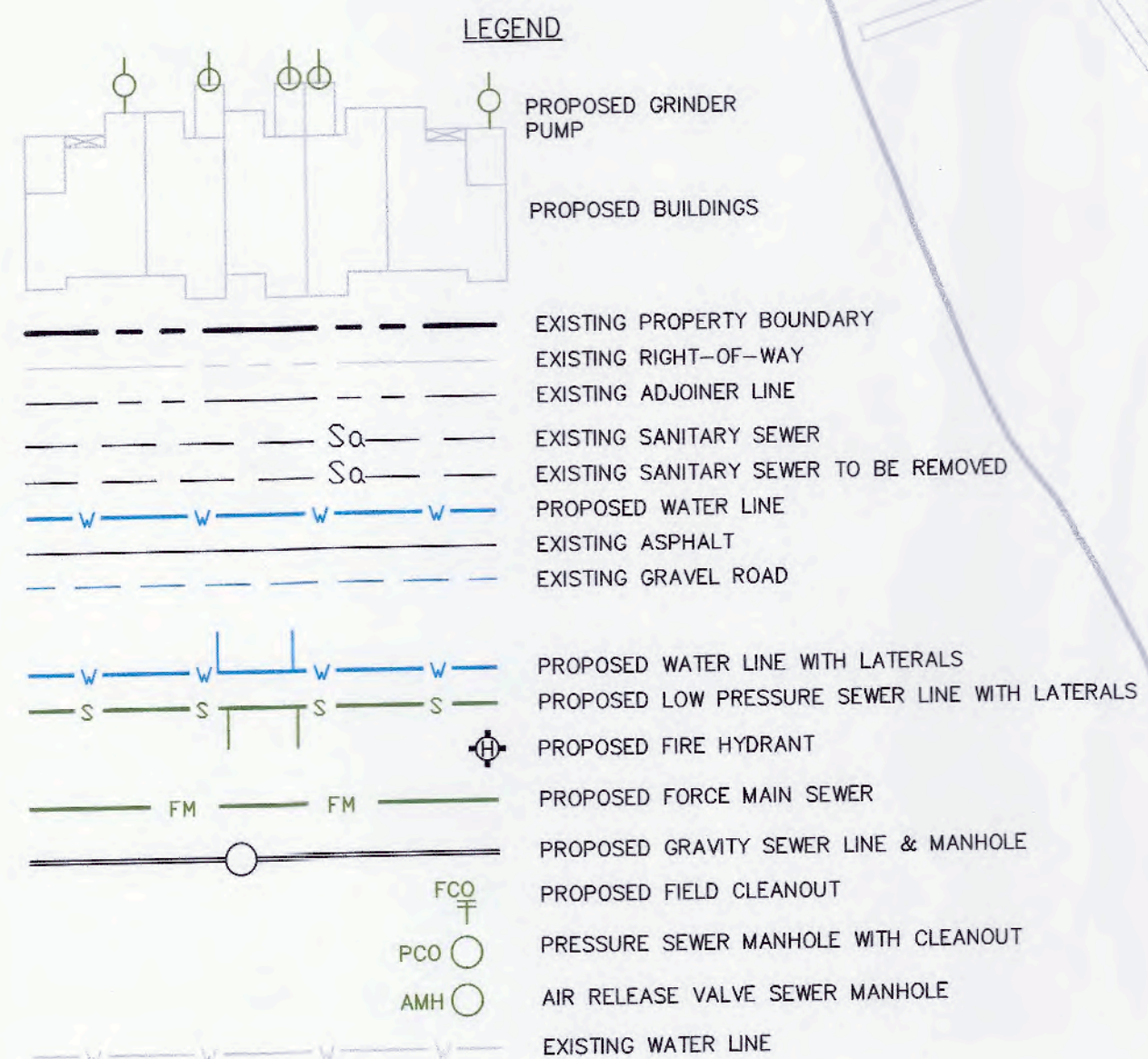
PHASE PLAN: SEWER  
 SERVICE AREA MAP  
 POCONO LAKEFRONT-PHASE 1  
 S.R. 507  
 PALMYRA TOWNSHIP, FRISSE COUNTY - PENNSYLVANIA  
 WATER QUALITY  
 MANAGEMENT PERMIT



CLEAN WATER PROGRAM  
 COUNTY: \_\_\_\_\_  
 MUNICIPALITY: \_\_\_\_\_  
 APR 12 2022  
 FACILITY NAME: \_\_\_\_\_  
 PERMIT#: \_\_\_\_\_  
 FILE TYPE: \_\_\_\_\_

NOTE:  
 PHASE 2 IS A FUTURE PHASE OF THE POCONO LAKEFRONT DEVELOPMENT AND REQUIRES SEWAGE PLANNING APPROVAL.

NOTE: SEE SHEET C-4 FOR INDIVIDUAL TOWNHOUSE GRINDER PUMP DETAIL



SEWER CONVEYANCE PLAN-A  
SCALE: 1"=60'

CLEAN WATER PROGRAM  
COUNTY: \_\_\_\_\_  
MUNICIPALITY: \_\_\_\_\_

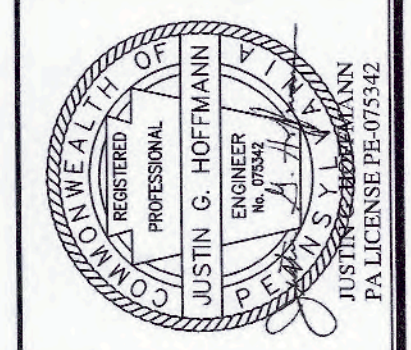
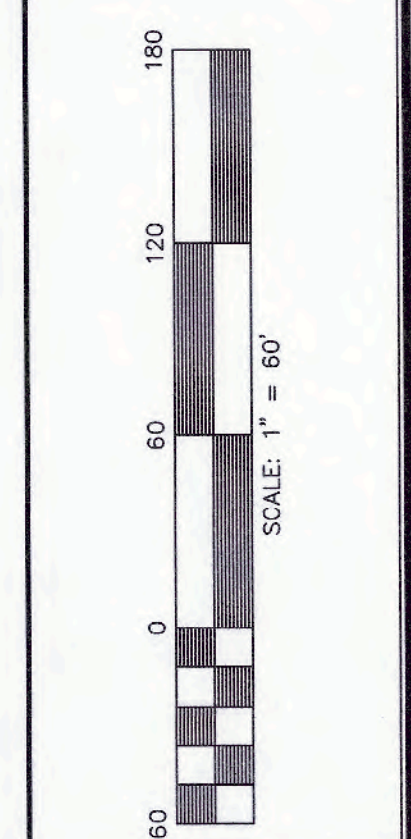
APR 12 2022

FACILITY NAME: \_\_\_\_\_  
PERMIT#: \_\_\_\_\_  
FILE TYPE: \_\_\_\_\_

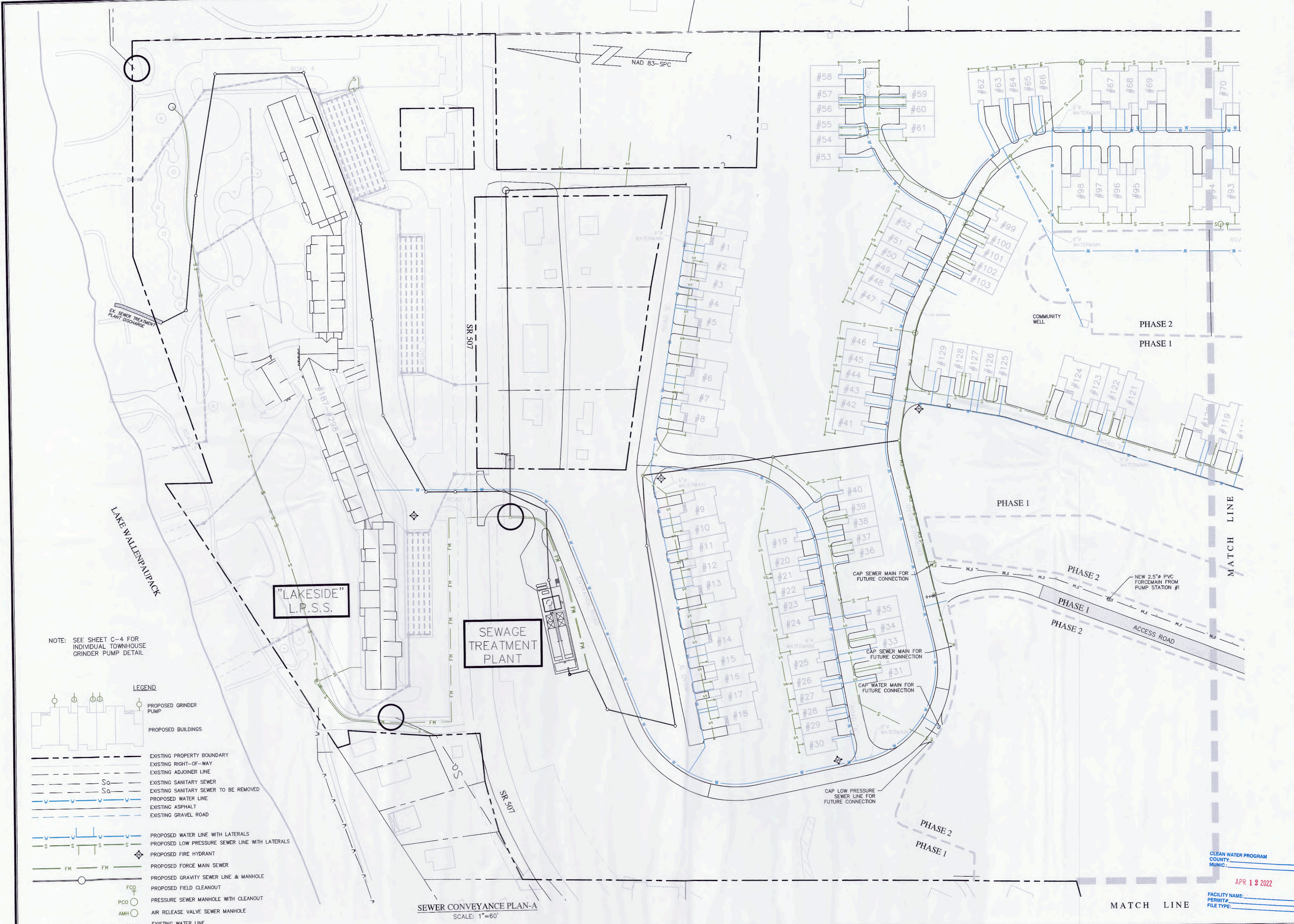


SEWER CONVEYANCE  
UTILITY PLAN-A  
POCONO LAKEFRONT-PHASE 1  
SR. 507  
PALMYRA TOWNSHIP - FIRE COUNTY - PENNSYLVANIA  
WATER QUALITY  
MANAGEMENT PERMIT

SCALE: 1"=60'  
DATE: 06-26-2015  
DWG#: E-1009  
TAX#: AS NOTED  
DIP/C: AS NOTED  
CLIENT: POCONO LAKEFRONT, LLC  
DRAWN BY: LAR  
SHEET #: C-3

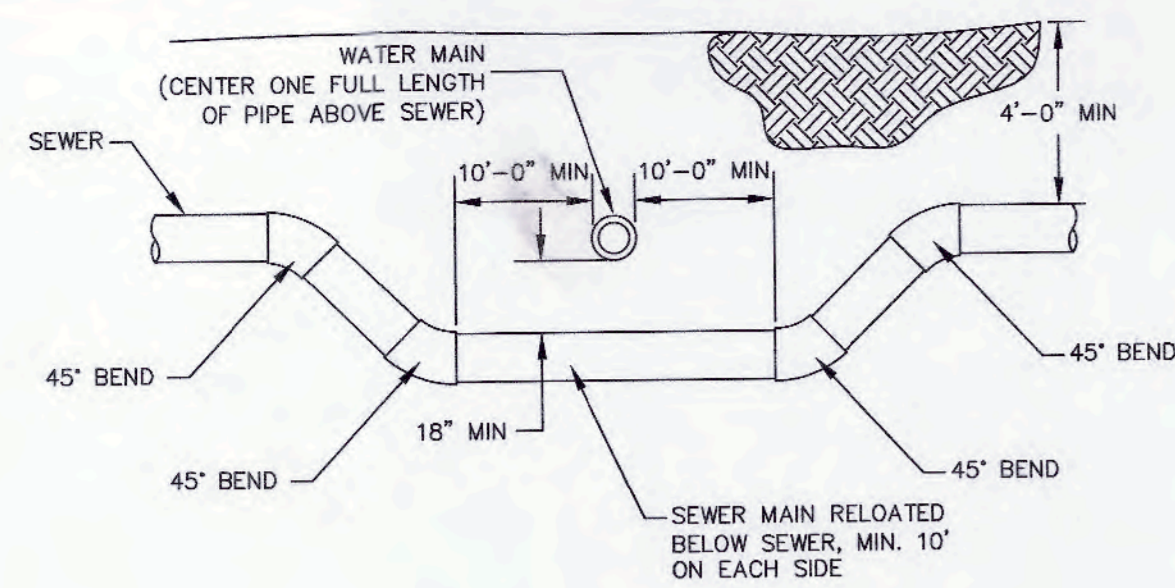


REVISION SUMMARY:  
1. REVISED PER DEP REVIEW COMMENTS: 09-16-2015  
2. REVISED AS PER NEW SITE LAYOUT: 01-05-2021

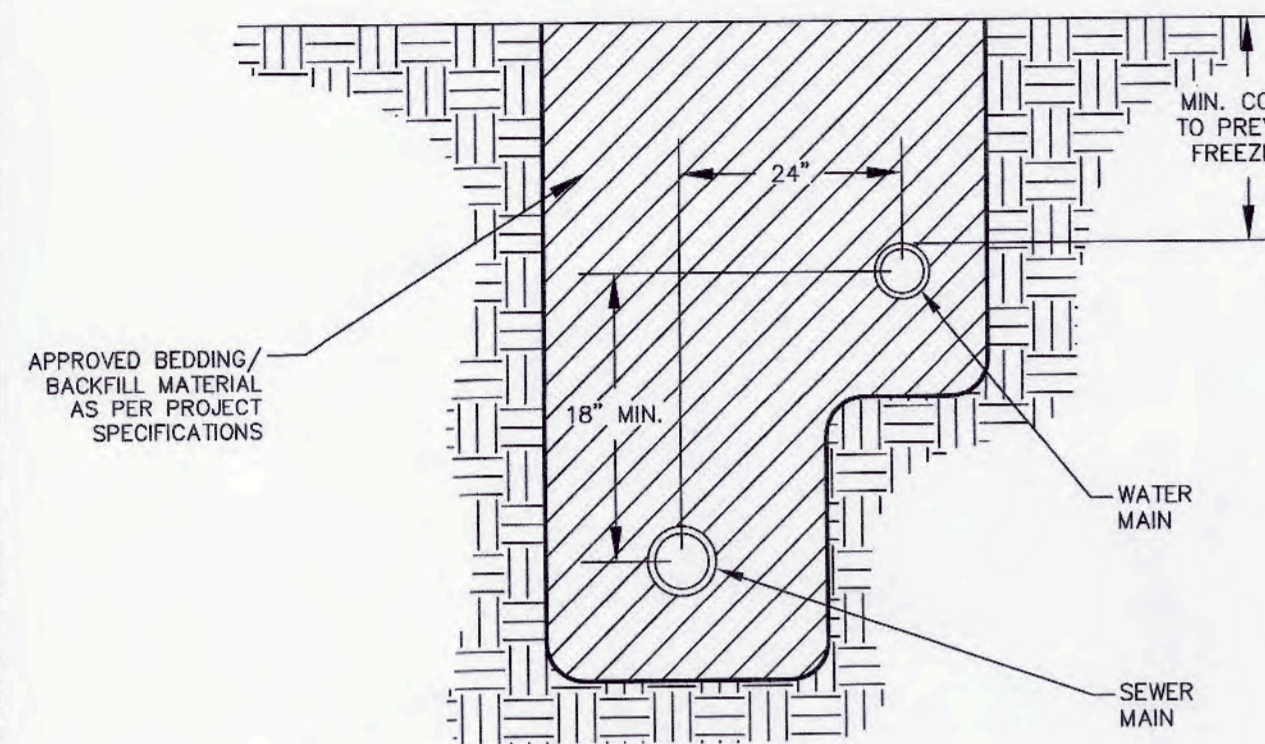






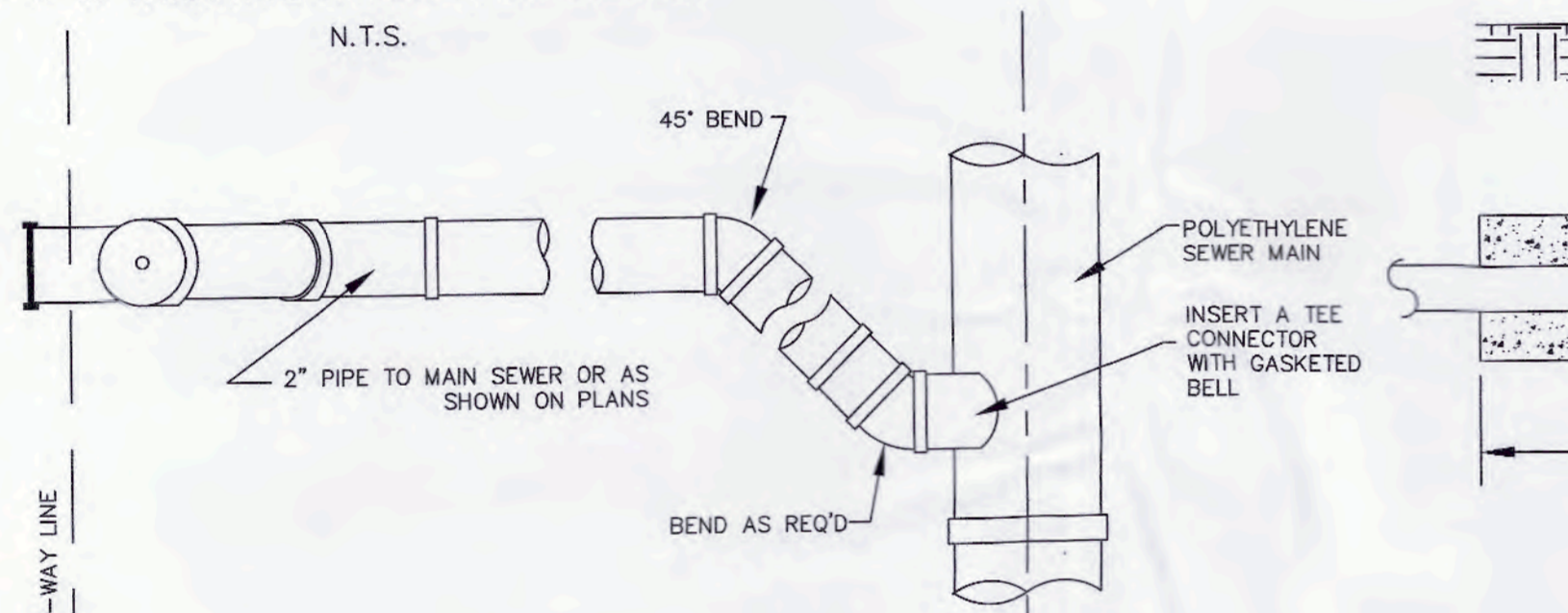


TYPICAL SEWER/WATER LINE CROSSING  
N.T.S.

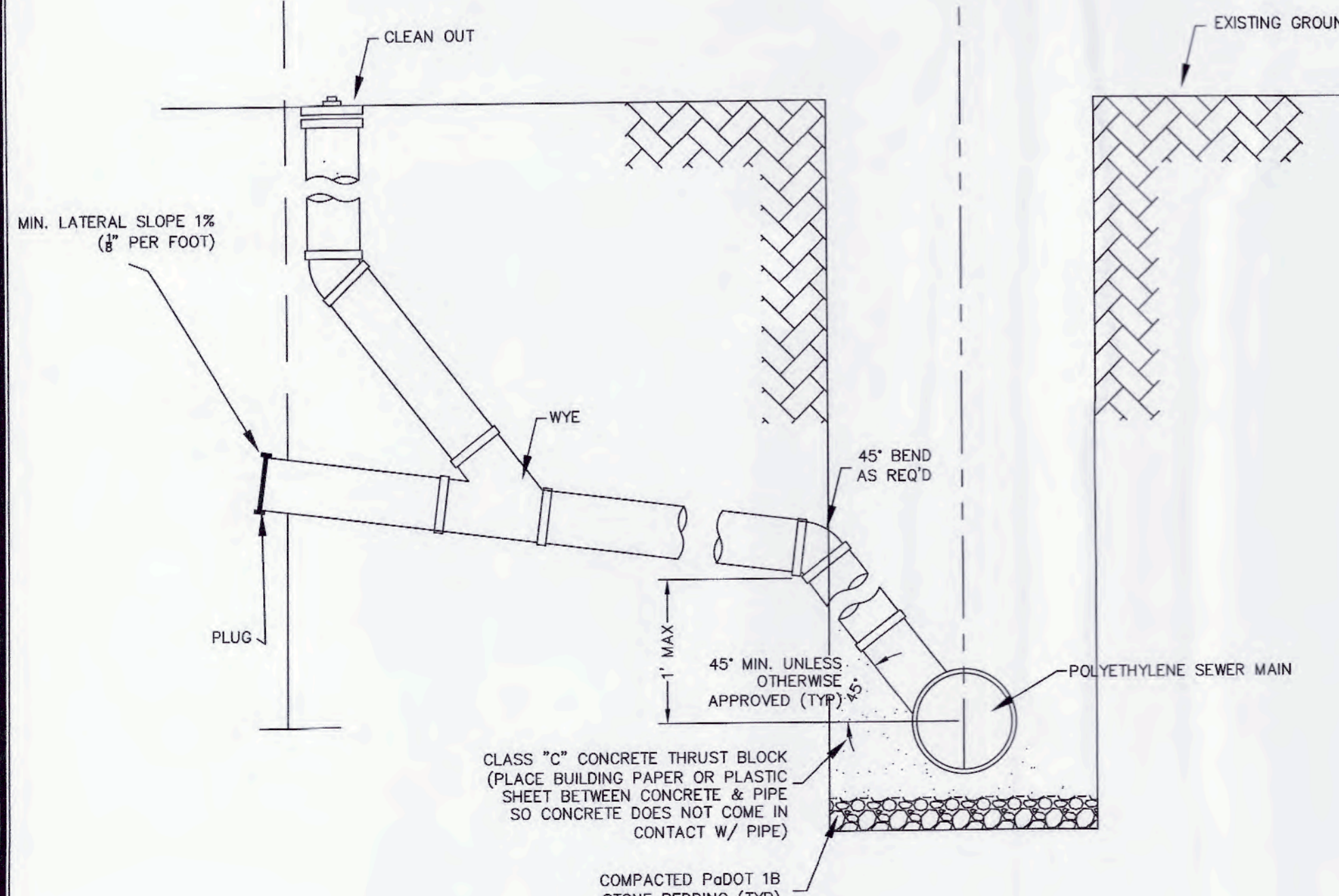


HORIZONTAL SEPARATION DETAIL OF WATER AND SEWER MAIN\*

\* IF 10' HORIZONTAL SPACING IS NOT OBSERVED  
N.T.S.



PLAN



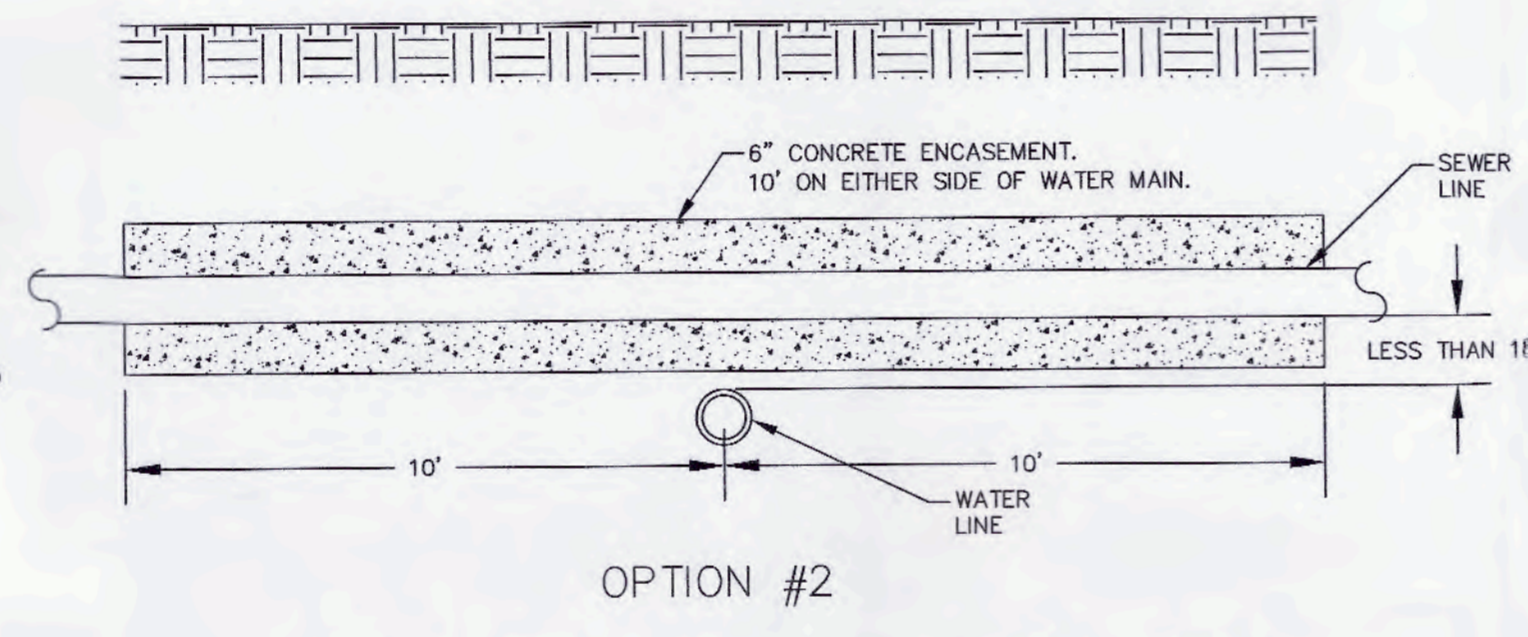
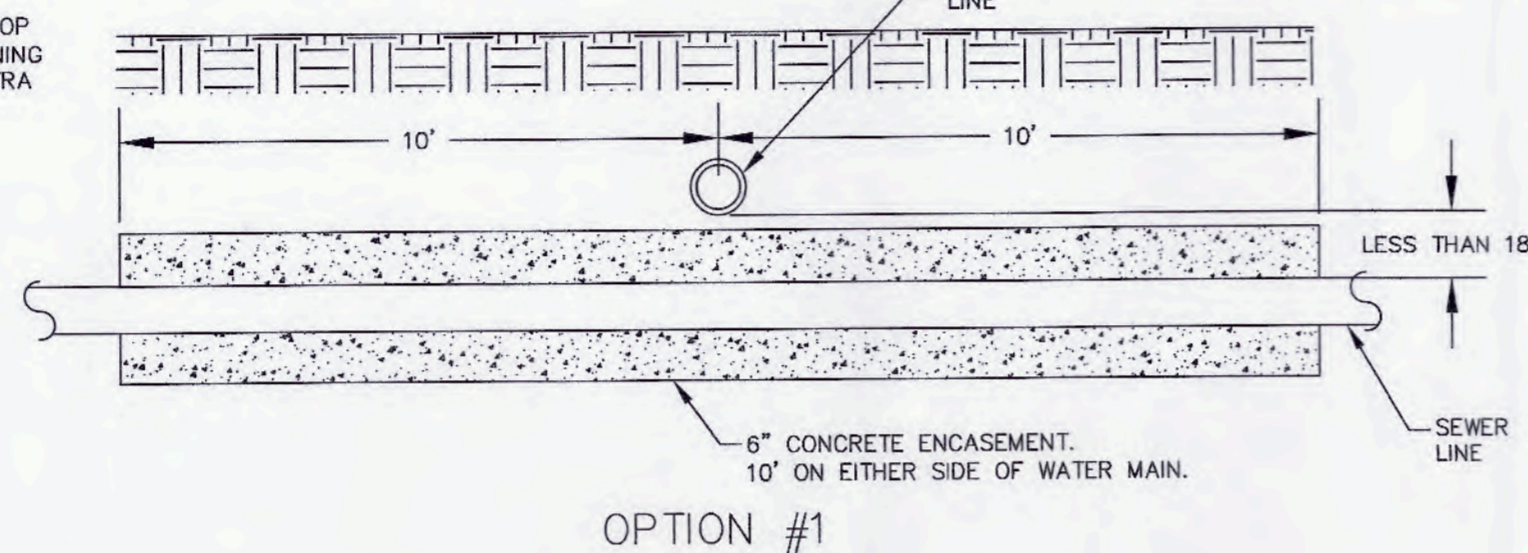
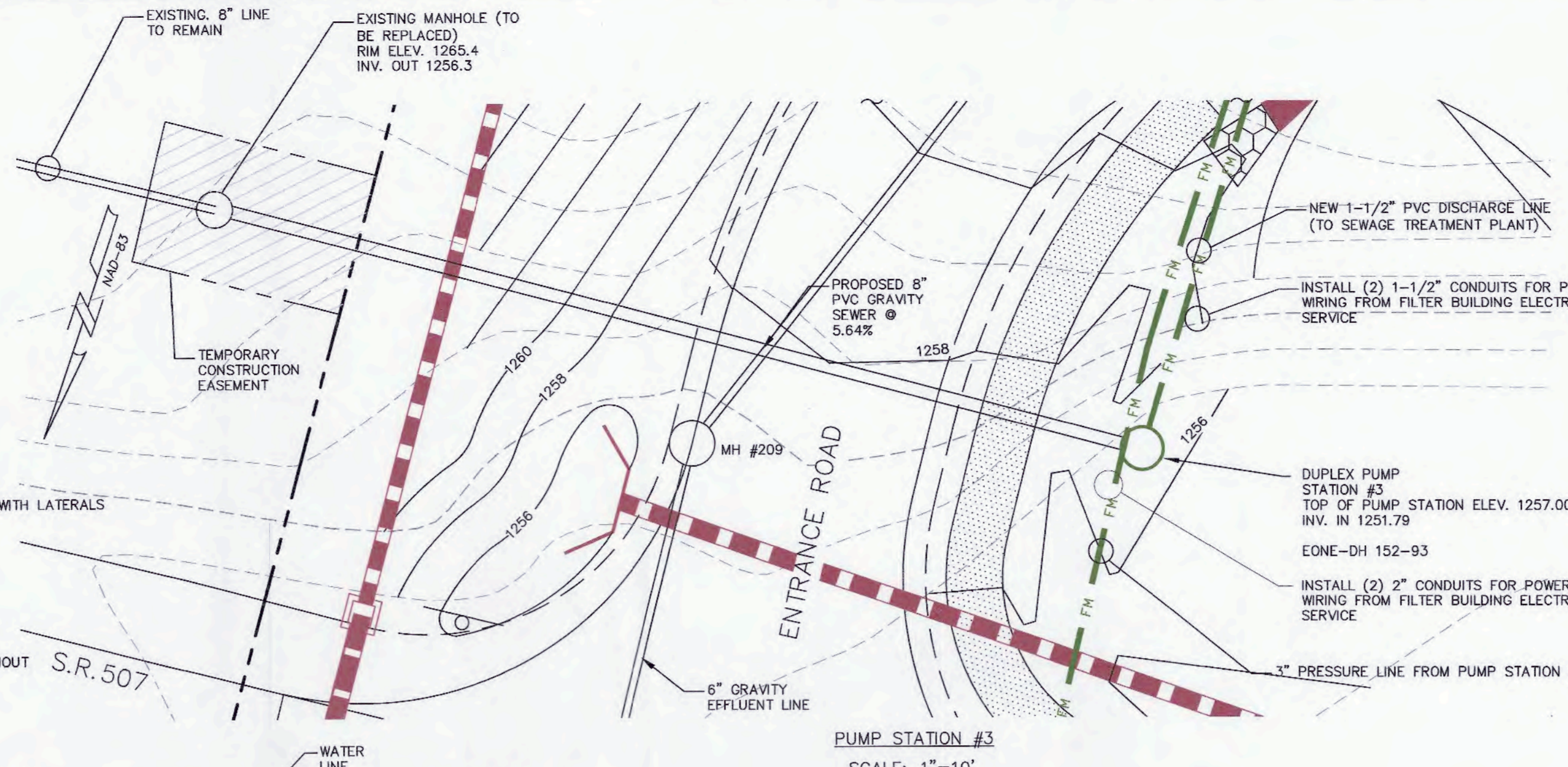
ELEVATION

LATERAL CONNECTION TO POLYETHYLENE SANITARY SEWER MAIN  
N.T.S.

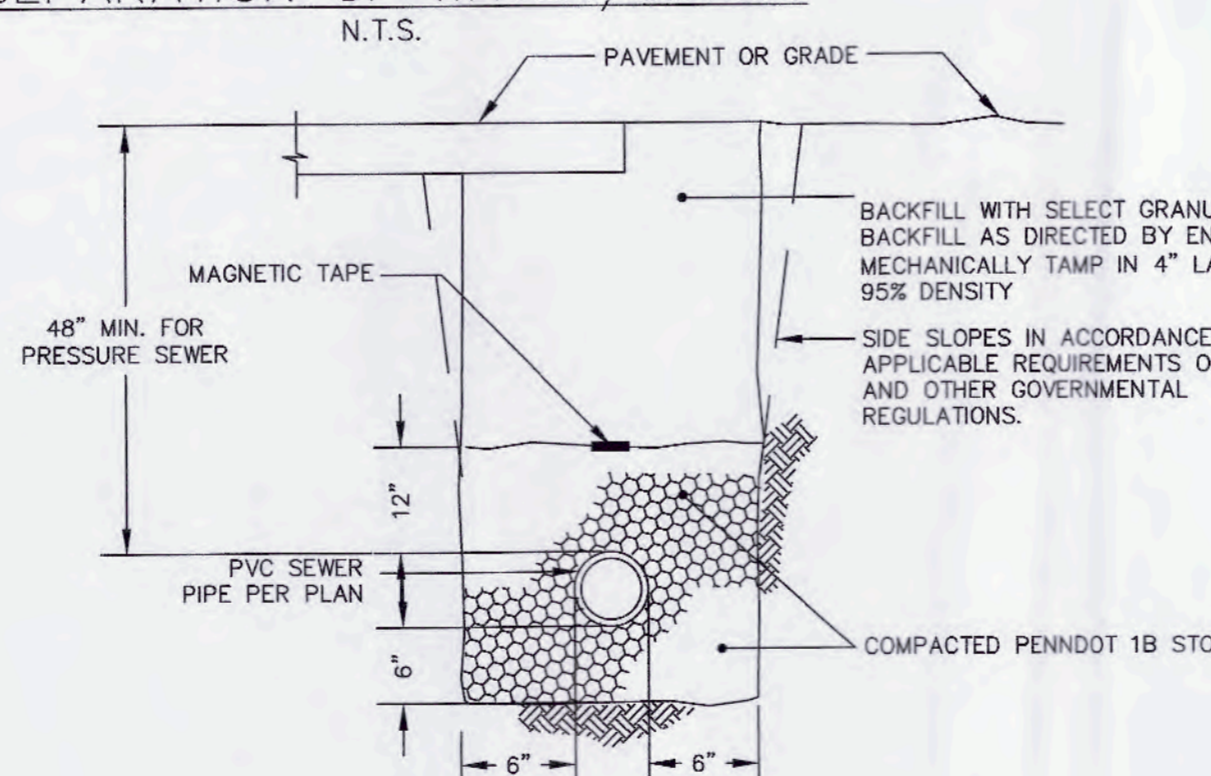
**LEGEND**

- EXISTING PROPERTY BOUNDARY
- EXISTING RIGHT-OF-WAY
- EXISTING ADJOINER LINE
- 992 EXISTING 2' CONTOURS
- 990 EXISTING 10' CONTOURS
- O/H UTILITY LINES AND POLE
- EXISTING PAVE
- PROPOSED BUILDING
- PROPOSED PAVE
- 1762 PROPOSED STORM PIPE
- 1760 PROPOSED 2' CONTOURS
- 1760 PROPOSED 10' CONTOURS
- PROPOSED M-INLET
- PROPOSED RIPRAP
- PROPOSED WALL
- PROPOSED SHOULDER
- PROPOSED WATER LINE WITH LATERALS
- PROPOSED LOW PRESSURE SEWER LINE WITH LATERALS
- PROPOSED FIRE HYDRANT
- FM PROPOSED FORCE MAIN SEWER
- W PROPOSED WATER LINE
- FCO PROPOSED FIELD CLEANOUT
- PCO PRESSURE SEWER MANHOLE WITH CLEANOUT
- AMH AIR RELEASE VALVE SEWER MANHOLE

\*CONTRACTOR SHALL PREPARE SHOP DRAWINGS/ DESIGN OF ALL RETAINING WALLS FOR SUBMISSION TO PALMYRA TOWNSHIP BUILDING DEPARTMENT

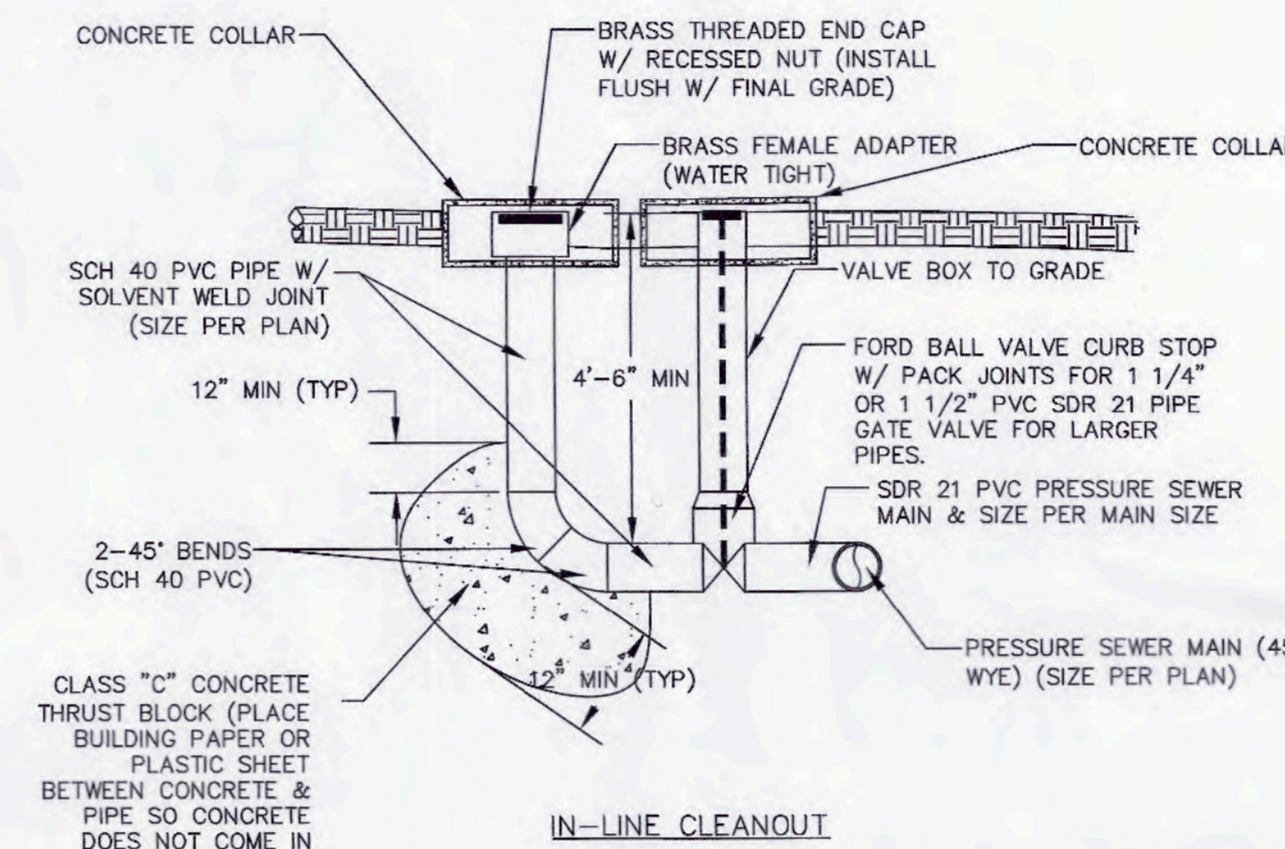


CONCRETE ENCASEMENT FOR < 18" SEPARATION OF WATER/SEWER  
N.T.S.



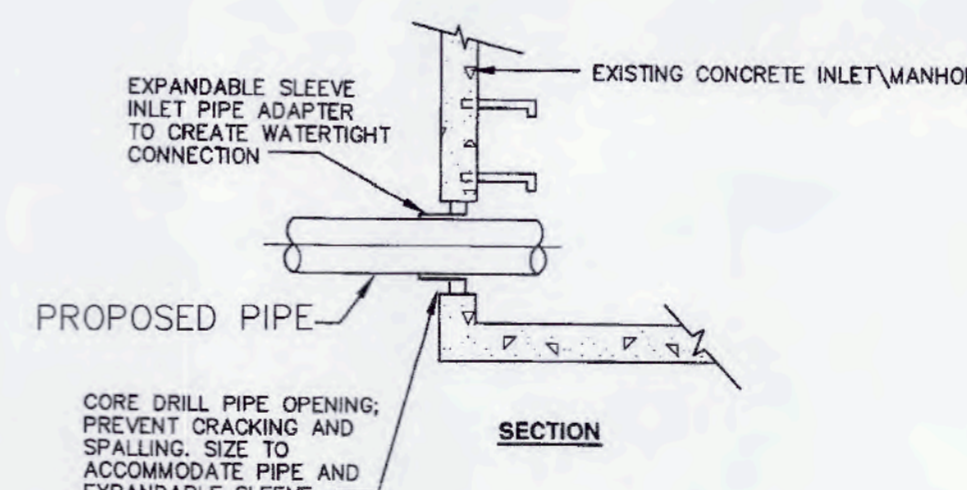
TRENCH PIPE BEDDING CLASSIFICATION (SANITARY SEWER)  
N.T.S.

NOTES:  
1. EXCAVATIONS IN EXISTING PAVED ROADWAYS SHALL BE COORDINATED WITH THE TOWNSHIP ROAD DEPARTMENT AND/OR PENNDOT, AND ALL EXCAVATION SHALL BE PAVED WITH TEMPORARY BITUMINOUS PAVEMENT FROM THE DATE OF ORIGINAL EXCAVATION UNTIL PERMANENT PAVEMENT IS INSTALLED. (MINIMUM = 90 DAYS, MAXIMUM = 120 DAYS)



PRESSURE SEWER FIELD CLEANOUT (FCO) DETAIL (LAWN AREAS)  
N.T.S.

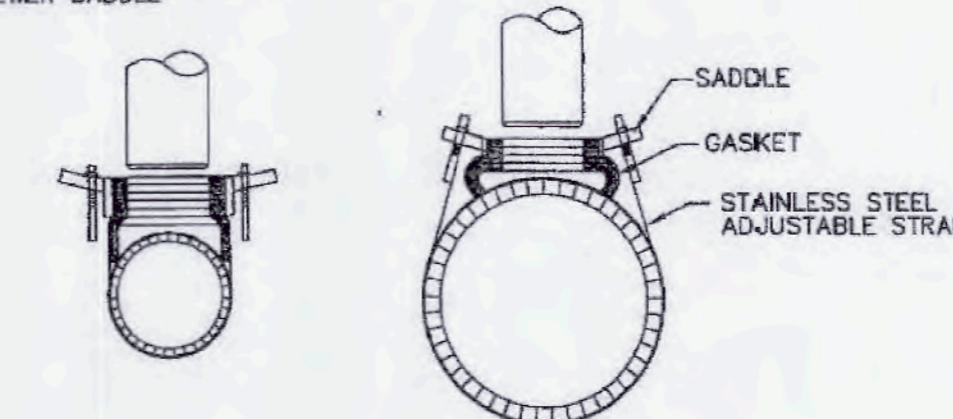
NOTE: CLEANOUTS NEED TO BE PUMPED DRY WHEN NOT IN USE TO PREVENT FREEZING



NOTES:  
1. AFTER CONNECTION OF PIPE TO INLET/MANHOLE, REMOVE CONCRETE CHANNEL AS REQUIRED AND RECONSTRUCT CHANNEL TO CONDUIT ALL FLOWS THROUGH EXISTING INLET.  
2. KEEP GROUNDWATER, SURFACE WATER AND DEBRIS FROM ENTERING EXISTING FACILITIES.  
3. MAINTAIN EXISTING FLOW DURING CONSTRUCTION.

CONNECTION TO EXISTING INLET/MANHOLE DETAIL  
NOT TO SCALE

NOTE-SANITARY SEWER SADDLE SIMILAR TO ROMAC INC. ROMAC "CB" SEWER SADDLE



5 TYPICAL SADDLE CONNECTION  
P4.02 SCALE: NONE

OPTIONS:  DH152-93 (HARD WIRED LEVEL CONTROLS)  
 DR152-93 (WIRELESS LEVEL CONTROLS)

CONCRETE BALLAST MAY BE REQUIRED SEE INSTALLATION INSTRUCTIONS FOR DETAILS

NOTE: DIMENSIONS ARE FOR REF ONLY

|       |       |         |       |       |
|-------|-------|---------|-------|-------|
| AD    | CH    | 7/13/07 | B     | 1/16  |
| DR BY | CHK'D | DATE    | ISSUE | SCALE |

**eone**  
SEWER SYSTEMS

MODEL DH152-93 / DR152-93  
NA0052P04

PUMP STATION #3 DETAIL

OPTIONS:  DH152 (HARD WIRED LEVEL CONTROLS)  
 DR152 (WIRELESS LEVEL CONTROLS)

FIELD JOINT REQUIRED FOR MODELS

ACCESS WAY VENT

STRAIN RELIEF CORD CONNECTOR

POWER/ALARM CABLE 6 CONDUCTOR W/GND

E/ONE EQUALIZER

ELECTRICAL QUICK DISCONNECT NEMA 6P (EOD)

INLET, GROMMET TO ACCEPT 4.50" O.D. PVC PIPE (STANDARD). DUST COVER SUPPLIED FOR SHIPMENT (NOT SUITABLE FOR BURIAL)

DISCHARGE 1 1/4" FPT (304 S.S.)

INTERNAL WELL VENT 2.0" DIA.

QUICK DISCONNECT ASSY. (304 S.S.)

S.S. CAST BALL VALVE (304 S.S.)

1 1/4" DISCHARGE LINE (304 S.S.)

CHECK VALVE (NORYL)

ANTI-SIPHON VALVE (NORYL)

HEPE TANK 1/2" NOMINAL WALL THICKNESS 150 GALLON CAPACITY

SEMI-POSITIVE DISPLACEMENT TYPE PUMP EACH DIRECTLY DRIVEN BY A 1 HP MOTOR

CONCRETE BALLAST MAY BE REQUIRED SEE INSTALLATION INSTRUCTIONS FOR DETAILS

NOTE: DIMENSIONS ARE FOR REF ONLY

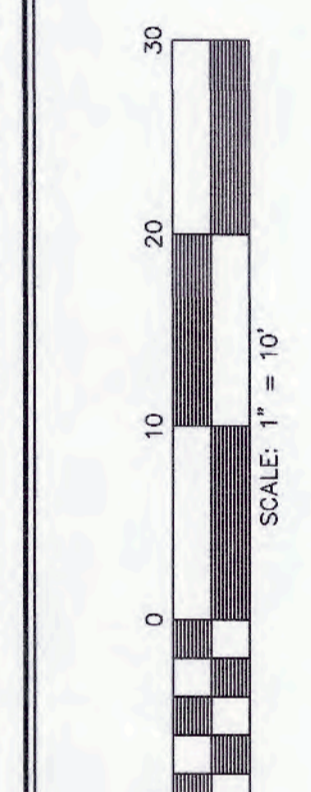
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|-------|-------|----------|-------|-------|
| AD    | CH    | 10/20/10 | D     |       |
| DR BY | CHK'D | DATE     | ISSUE | SCALE |

**eone**  
SEWER SYSTEMS

MODEL DH152 / DR152  
DETAIL SHEET  
NA0052P02

PUMP STATION #3 DETAIL

REVISION SUMMARY:  
1. REVISED PER DEP REVIEW COMMENTS: 09-16-2015  
2. REVISED AS PER NEW SITE LAYOUT: 01-05-2021



SCALE: 1"=10'  
DATE: 06-26-2015  
DWG.#: E-11069  
TAX#: AS NOTED  
DB/PC: AS NOTED  
CLIENT: POCONO LAKEFRONT, LLC  
DRAWN BY: LMM  
SHEET #: C-6

PUMP STATION LOCATION PLAN  
POCONO LAKEFRONT-PHASE I  
COUNTY: PALMYRA TOWNSHIP - PIKE COUNTY - PENNSYLVANIA  
S.R. 507  
WATER QUALITY MANAGEMENT PERMIT

**Kiley**  
Associates, LLC  
Surveyors & Engineers

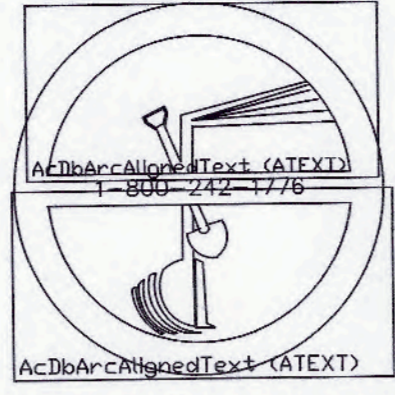
536 PONDVIEW TURNPIKE (RT 580)  
LAKEVILLE, PA 16848  
717-226-8810

CLEAN WATER PROGRAM  
MUNICIPALITY: \_\_\_\_\_  
FACILITY NAME: \_\_\_\_\_  
PERMIT#: \_\_\_\_\_  
FILE TYPE: \_\_\_\_\_  
APR 12 2022

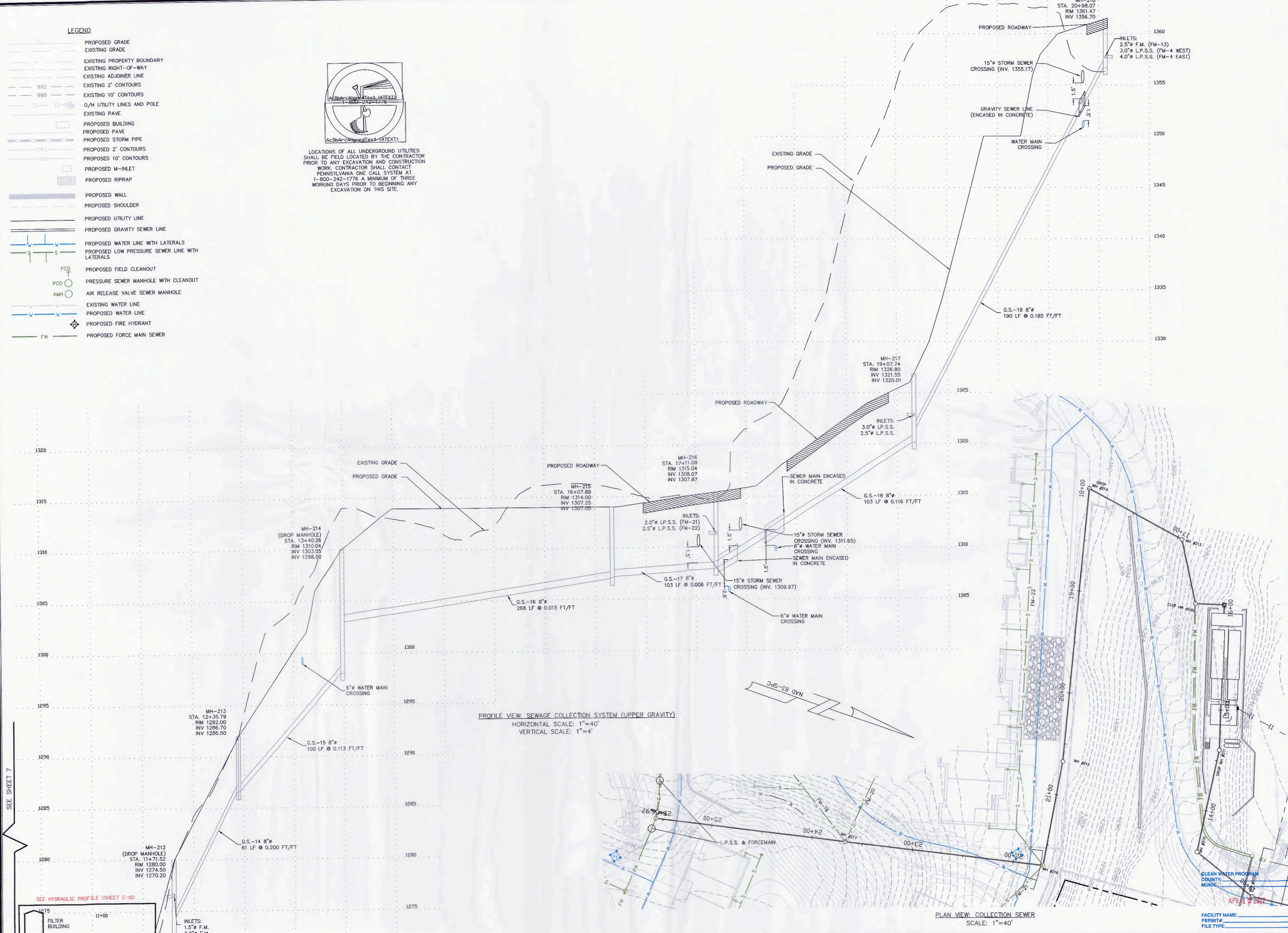


**LEGEND**

- PROPOSED GRADE
- EXISTING GRADE
- EXISTING PROPERTY BOUNDARY
- EXISTING RIGHT-OF-WAY
- EXISTING ADJOINER LINE
- EXISTING 2' CONTOURS
- EXISTING 10' CONTOURS
- O/H UTILITY LINES AND POLE
- EXISTING PAVE
- PROPOSED BUILDING
- PROPOSED PAVE
- PROPOSED STORM PIPE
- PROPOSED 2' CONTOURS
- PROPOSED 10' CONTOURS
- PROPOSED M-INLET
- PROPOSED RIPRAP
- PROPOSED WALL
- PROPOSED SHOULDER
- PROPOSED UTILITY LINE
- PROPOSED GRAVITY SEWER LINE
- PROPOSED WATER LINE WITH LATERALS
- PROPOSED LOW PRESSURE SEWER LINE WITH LATERALS
- PROPOSED FIELD CLEANOUT
- PRESSURE SEWER MANHOLE WITH CLEANOUT
- AIR RELEASE VALVE SEWER MANHOLE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED FORCE MAIN SEWER



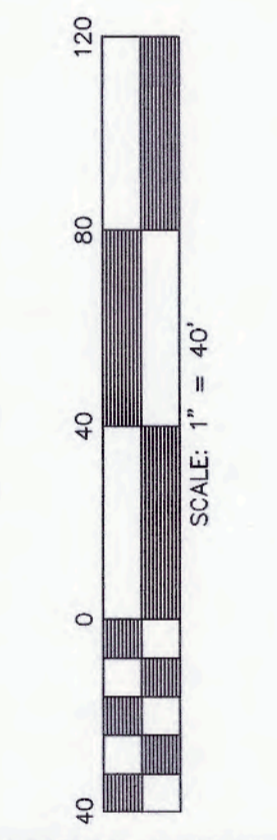
LOCATIONS OF ALL UNDERGROUND UTILITIES SHALL BE FIELD LOCATED BY THE CONTRACTOR PRIOR TO ANY EXCAVATION AND CONSTRUCTION WORK. CONTRACTOR SHALL CONTACT PENNSYLVANIA ONE CALL SYSTEM AT 1-800-242-1776 A MINIMUM OF THREE WORKING DAYS PRIOR TO BEGINNING ANY EXCAVATION ON THIS SITE.



**PROFILE VIEW: SEWAGE COLLECTION SYSTEM (UPPER GRAVITY)**  
 HORIZONTAL SCALE: 1"=40'  
 VERTICAL SCALE: 1"=4'

**PLAN VIEW: COLLECTION SEWER**  
 SCALE: 1"=40'

REVISION SUMMARY:  
 1. REVISED PER DEP REVIEW COMMENTS: 09-10-2015  
 2. REVISED AS PER NEW SITE LAYOUT: 01-05-2021



SCALE: 1"=40'  
 DATE: 06-26-2015  
 DWG#: E-12-1049  
 TAX#: AS NOTED  
 DE/PG: AS NOTED  
 CLIENT: POCONO LAKEFRONT, LLC  
 DRAWN BY: LMM  
 SHEET #: C-8

GRAVITY SEWER PROFILE SHEET  
 POCONO LAKEFRONT-PHASE I  
 PALMYRA TOWNSHIP, PIKE COUNTY, PENNSYLVANIA  
 S.R. 507  
 WATER QUALITY  
 MANAGEMENT PERMIT

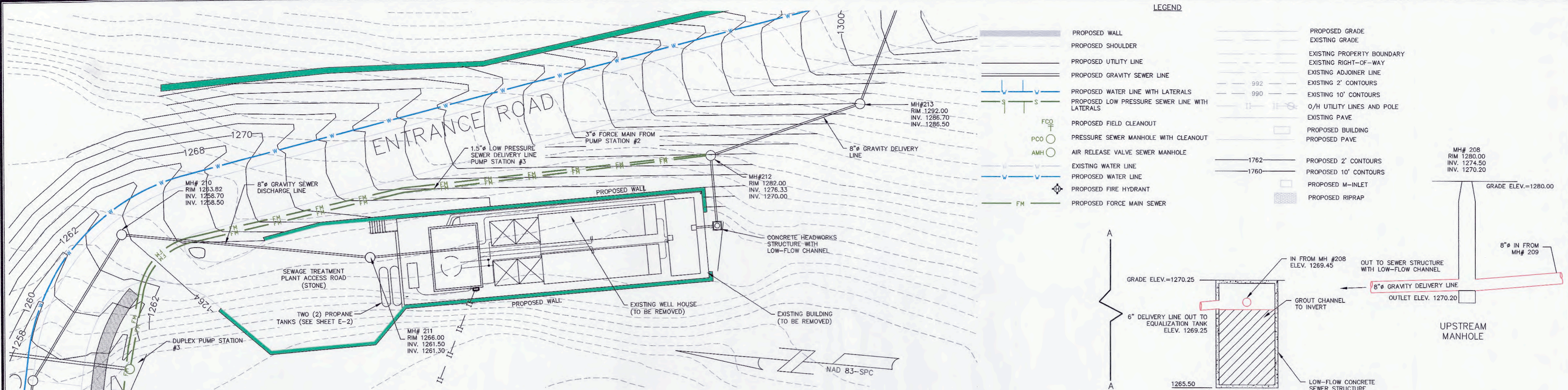
**Kiley**  
 Associates, LLC  
 Surveyors & Engineers  
 536 PURDUM AVENUE (RT 590)  
 LAKEVILLE, PA 16848  
 570-226-5810

FACILITY NAME: \_\_\_\_\_  
 PERMIT#: \_\_\_\_\_  
 FILE TYPE: \_\_\_\_\_

SEE SHEET 7

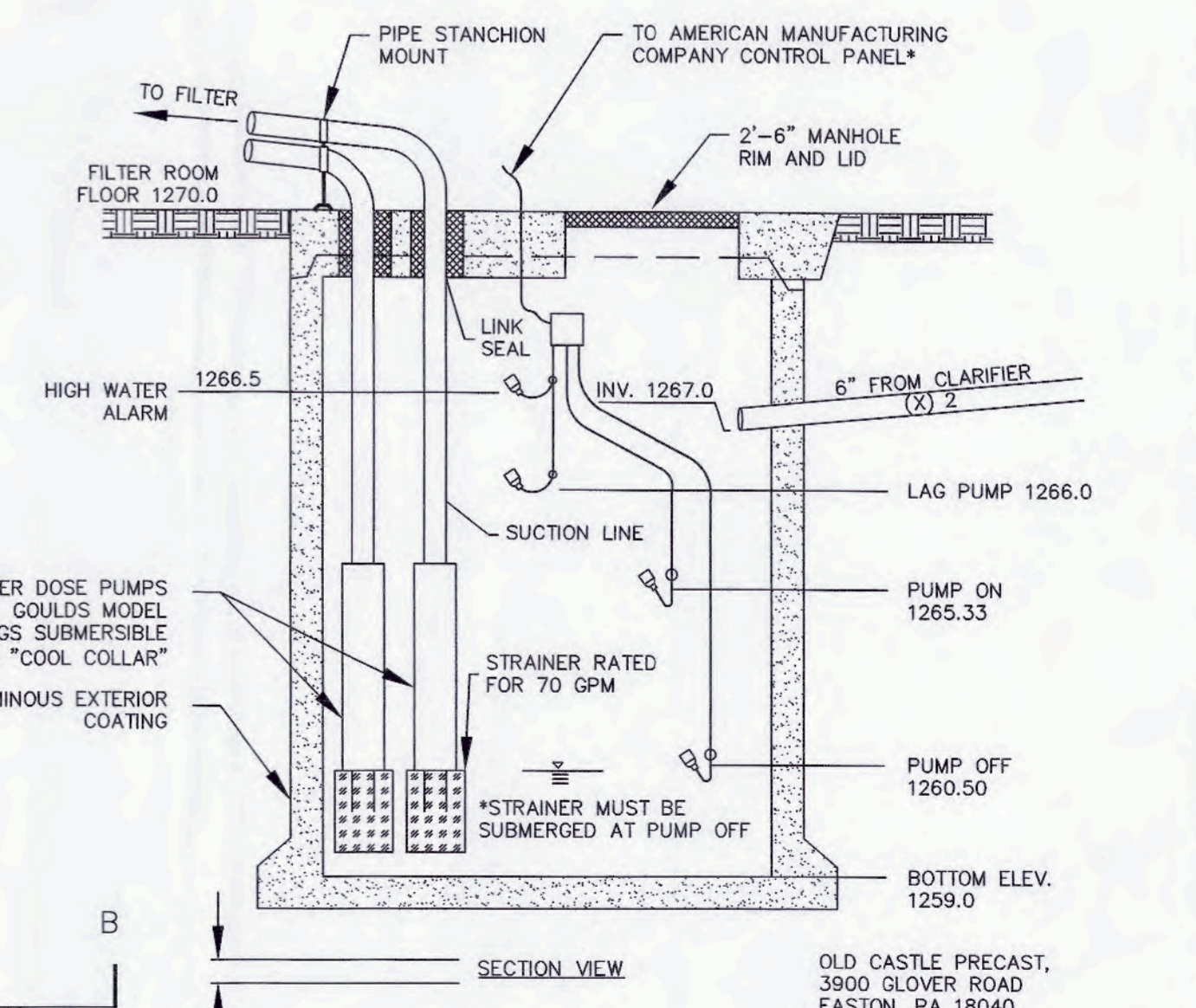
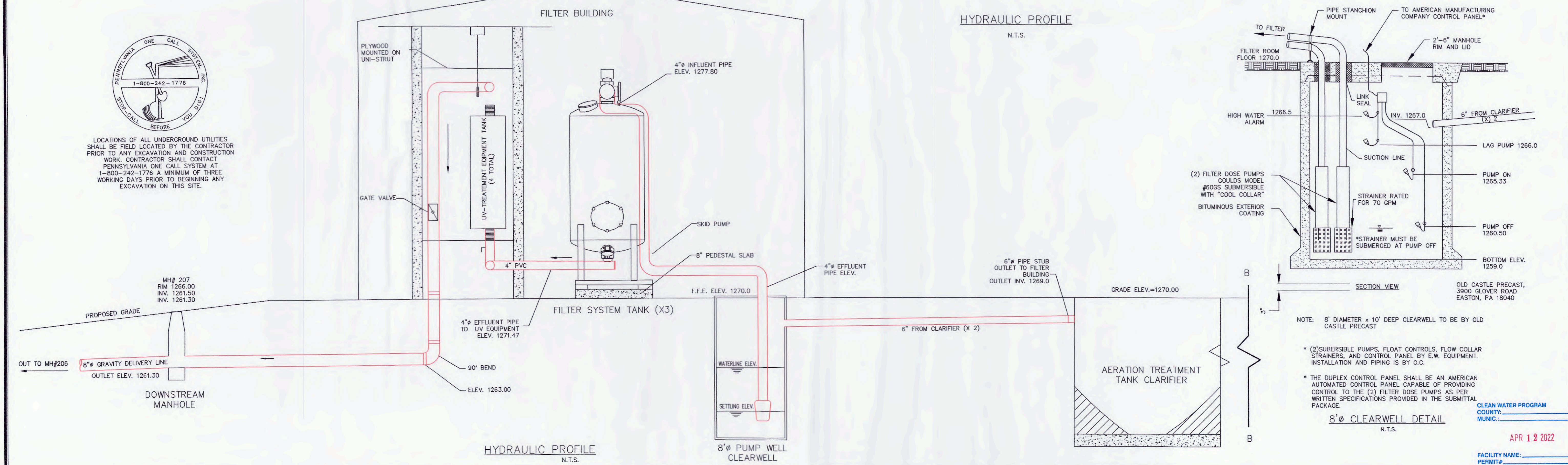
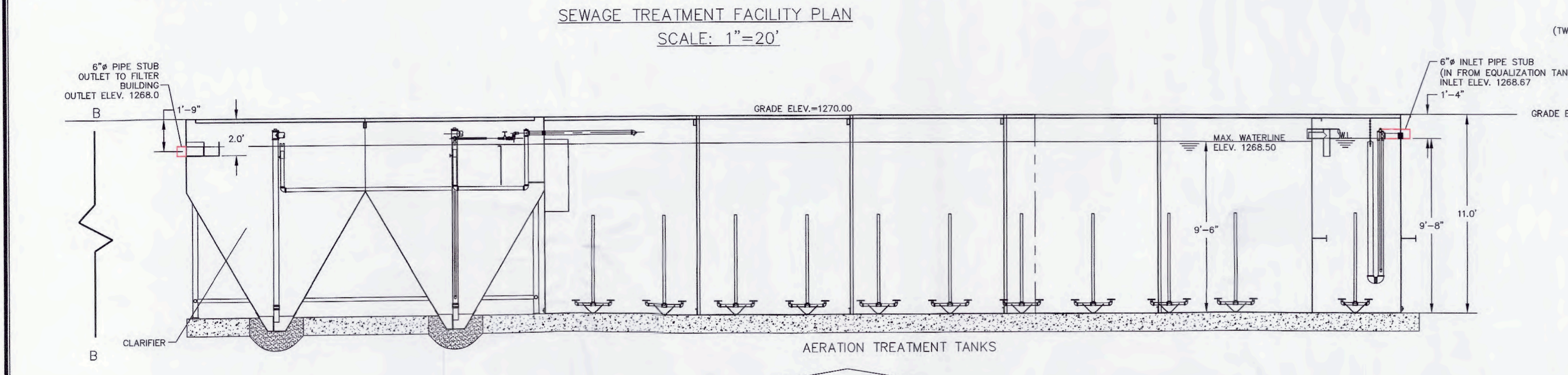
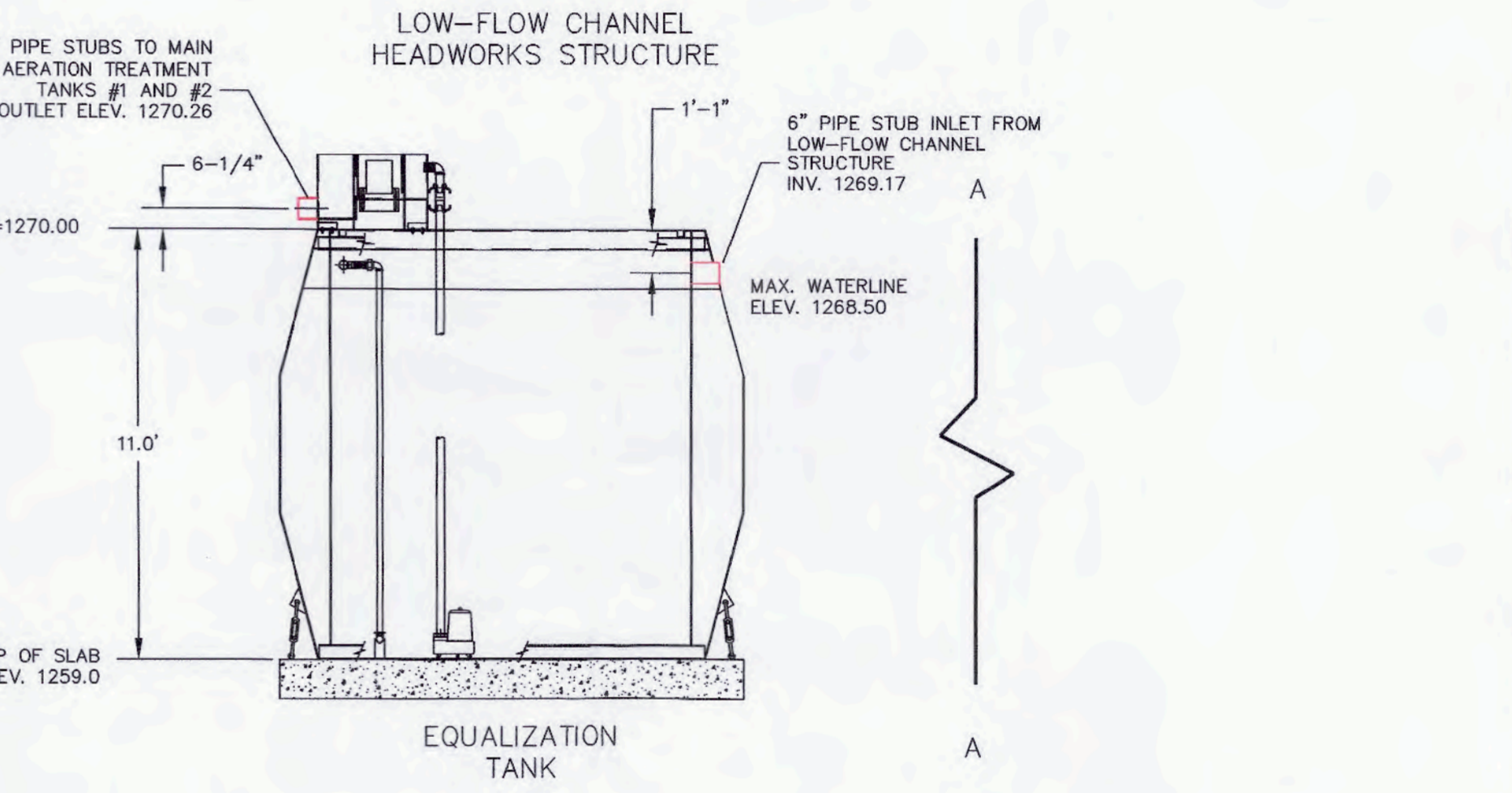
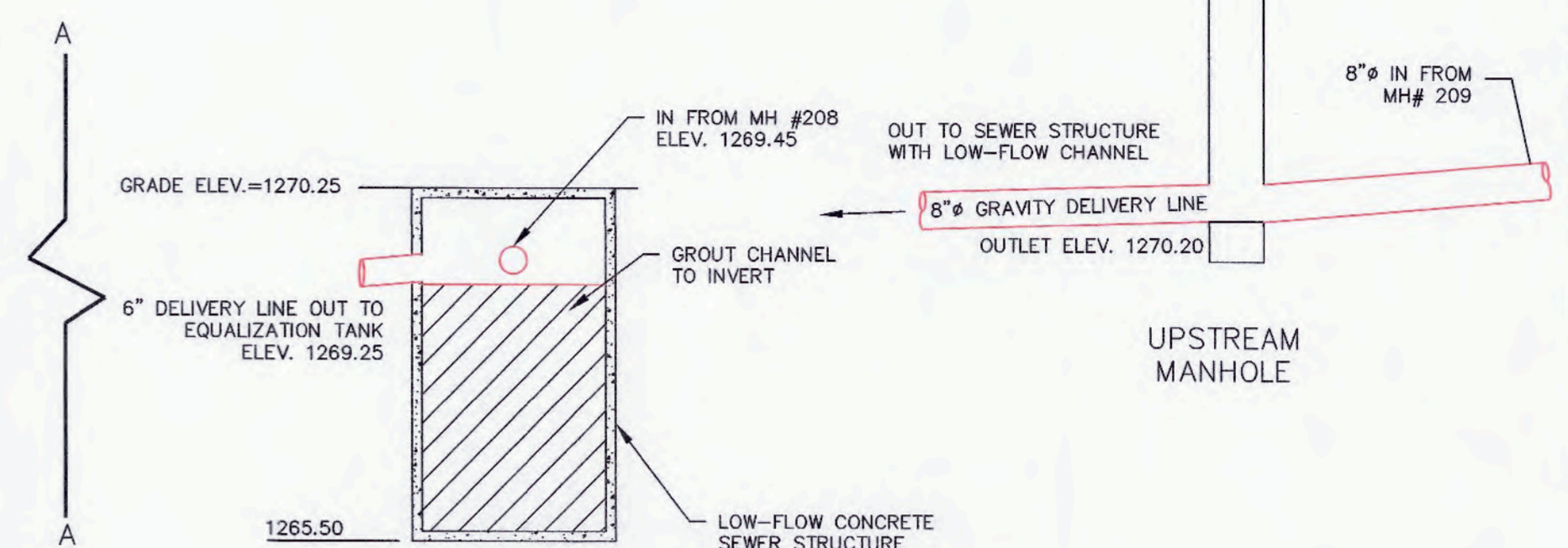
SEE HYDRAULIC PROFILE (SHEET C-10)

APR 12 2021



**LEGEND**

|  |  |  |                            |
|--|--|--|----------------------------|
|  | PROPOSED WALL                                  |  | PROPOSED GRADE             |
|  | PROPOSED SHOULDER                              |  | EXISTING GRADE             |
|  | PROPOSED UTILITY LINE                          |  | EXISTING PROPERTY BOUNDARY |
|  | PROPOSED GRAVITY SEWER LINE                    |  | EXISTING RIGHT-OF-WAY      |
|  | PROPOSED WATER LINE WITH LATERALS              |  | EXISTING ADJOINER LINE     |
|  | PROPOSED LOW PRESSURE SEWER LINE WITH LATERALS |  | EXISTING 2' CONTOURS       |
|  | PROPOSED FIELD CLEANOUT                        |  | EXISTING 10' CONTOURS      |
|  | PRESSURE SEWER MANHOLE WITH CLEANOUT           |  | O/H UTILITY LINES AND POLE |
|  | AIR RELEASE VALVE SEWER MANHOLE                |  | EXISTING PAVE              |
|  | EXISTING WATER LINE                            |  | PROPOSED BUILDING          |
|  | PROPOSED WATER LINE                            |  | PROPOSED PAVE              |
|  | PROPOSED FIRE HYDRANT                          |  | PROPOSED 2' CONTOURS       |
|  | PROPOSED FORCE MAIN SEWER                      |  | PROPOSED 10' CONTOURS      |
|  |  |  | PROPOSED M-INLET           |
|  |  |  | PROPOSED RIPRAP            |



**8" CLEARWELL DETAIL**  
N.T.S.

NOTE: 8" DIAMETER x 10' DEEP CLEARWELL TO BE BY OLD CASTLE PRECAST

\* (2) SUBMERSIBLE PUMPS, FLOAT CONTROLS, FLOW COLLAR STRAINERS, AND CONTROL PANEL BY E.W. EQUIPMENT. INSTALLATION AND PIPING IS BY G.C.

\* THE DUPLEX CONTROL PANEL SHALL BE AN AMERICAN AUTOMATED CONTROL PANEL CAPABLE OF PROVIDING CONTROL TO THE (2) FILTER DOSE PUMPS AS PER WRITTEN SPECIFICATIONS PROVIDED IN THE SUBMITTAL PACKAGE.

CLEAN WATER PROGRAM  
COUNTY: \_\_\_\_\_  
MUNICIPALITY: \_\_\_\_\_

APR 12 2022

FACILITY NAME: \_\_\_\_\_  
PERMIT#: \_\_\_\_\_  
FILE TYPE: \_\_\_\_\_

**REVISION SUMMARY:**

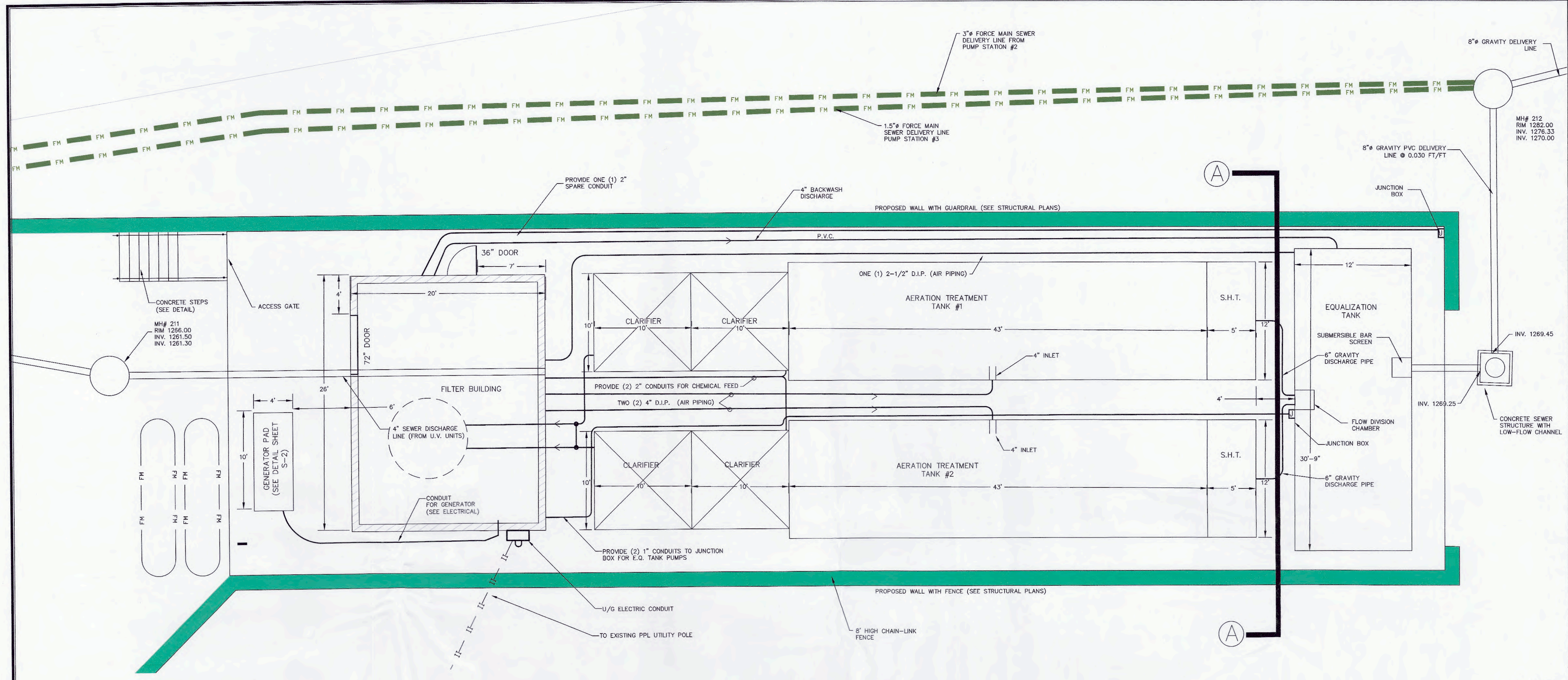
1. REVISED PER DED REVIEW COMMENTS: 09-16-2015
2. REVISED AS PER NEW SITE LAYOUT: 01-05-2021

**SCALE:** 1"=20'

**DATE:** 06-25-2015  
**DWG#:** E-1099  
**TAX#:** AS NOTED  
**DB/PFG:** AS NOTED  
**CLIENT:** POCONO LAKEFRONT, LLC  
**DRAWN BY:** IAMM  
**SHEET #:** C-9

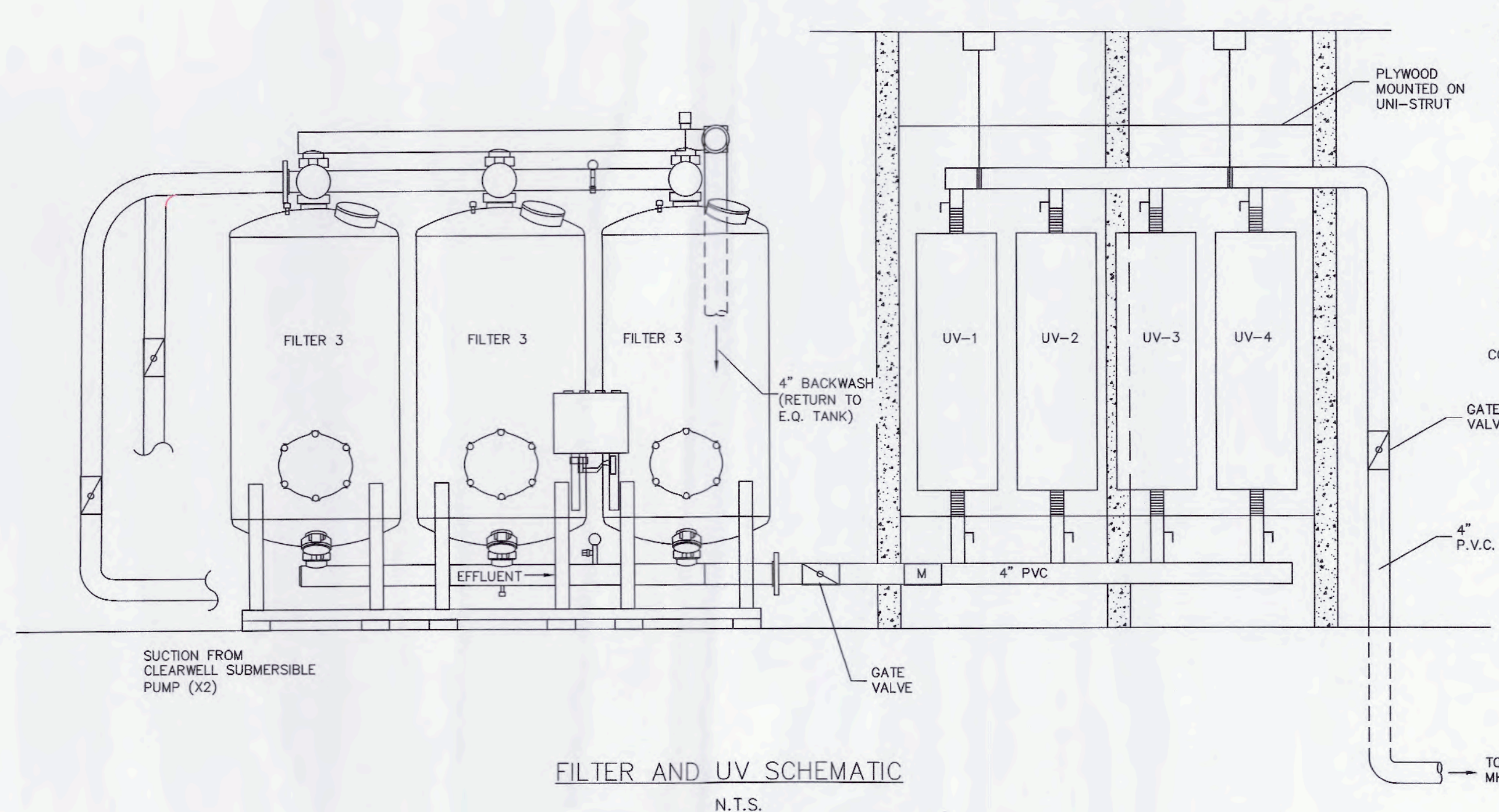
**HYDRAULIC PROFILE**  
SEWAGE TREATMENT PLANT  
POCONO LAKEFRONT-PHASE 1  
PALMYRA TOWNSHIP - PIKE COUNTY - PENNSYLVANIA  
S.R. 507  
WATER QUALITY  
MANAGEMENT PERMIT

**Kiley Associates, LLC**  
Surveyors & Engineers  
536 PURDYTOWN TURNPIKE (RT 900)  
LAKEVILLE PA 18438  
970-236-2810

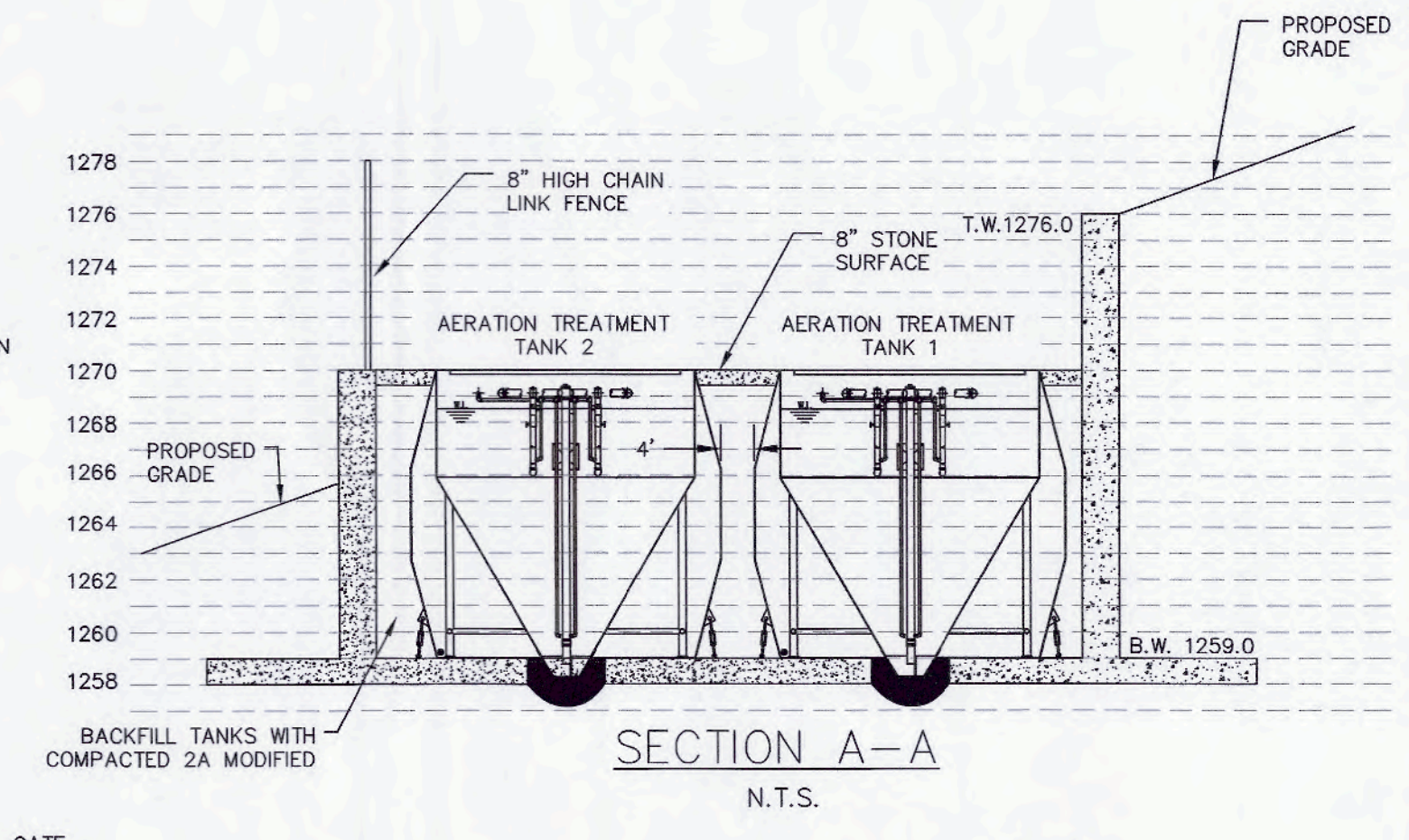


\*ALL AIR YARD PIPING & FITTINGS TO BE DUCTILE IRON PIPE OR GALVANIZED STEEL. PROVIDE SHUT-OFF VALVES FOR EACH PIPING RUN

SEWAGE TREATMENT FACILITY PLAN  
SCALE: 1"=5'



FILTER AND UV SCHEMATIC  
N.T.S.



SECTION A-A  
N.T.S.

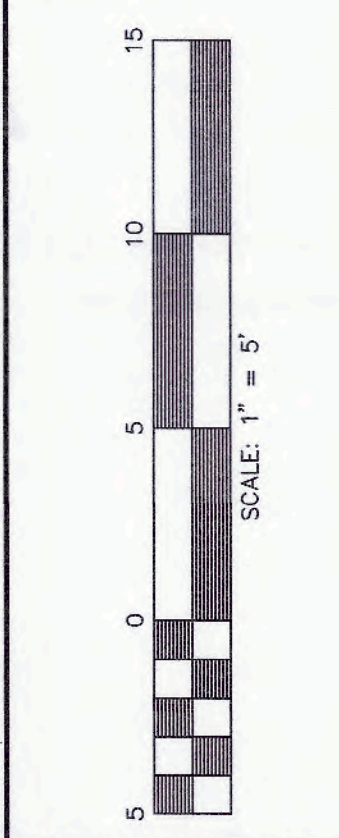
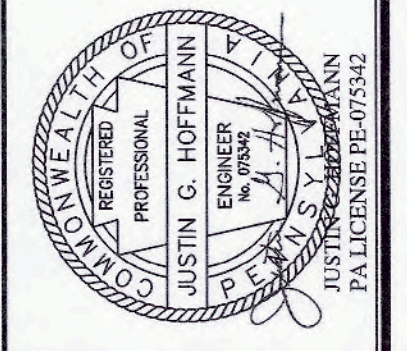
LEGEND

|     |                        |
|-----|------------------------|
| --- | EXISTING RIGHT-OF-WAY  |
| --- | EXISTING 2' CONTOURS   |
| --- | EXISTING 10' CONTOURS  |
| --- | PROPOSED UTILITY LINE  |
| --- | PROPOSED 2' CONTOURS   |
| --- | PROPOSED 10' CONTOURS  |
| --- | PROPOSED EASEMENT LINE |
| --- | PROPOSED PAVE LINE     |
| --- | PROPOSED SEPTIC LINE   |
| --- | PROPOSED WALLS         |



LOCATIONS OF ALL UNDERGROUND UTILITIES SHALL BE FIELD LOCATED BY THE CONTRACTOR PRIOR TO ANY EXCAVATION AND CONSTRUCTION WORK. CONTRACTOR SHALL CONTACT PENNSYLVANIA ONE CALL SYSTEM AT 1-800-242-1776 A MINIMUM OF THREE WORKING DAYS PRIOR TO BEGINNING ANY EXCAVATION ON THIS SITE.

REVISION SUMMARY:  
1. REVISED PER DEP REVIEW COMMENTS: 09-16-2015  
2. REVISED AS PER NEW SITE LAYOUT: 01-03-2021

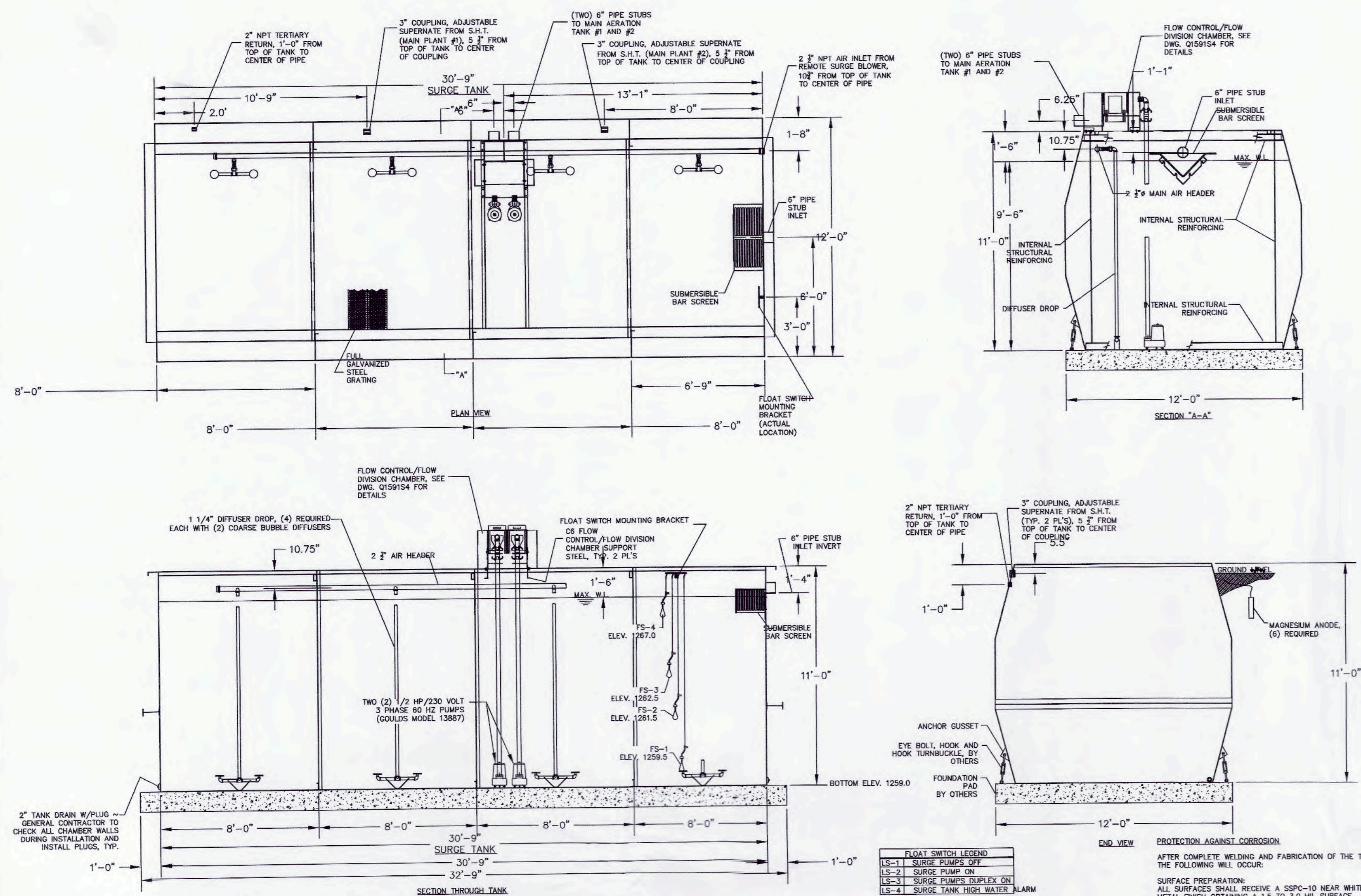


SCALE: 1"=5'  
DATE: 06-26-2015  
DWG #: E1009  
TAXES: AS NOTED  
DD/FG: AS NOTED  
CLIENT: POCONO LAKEFRONT, LLC  
DRAWN BY: DM  
SHEET #: C-10

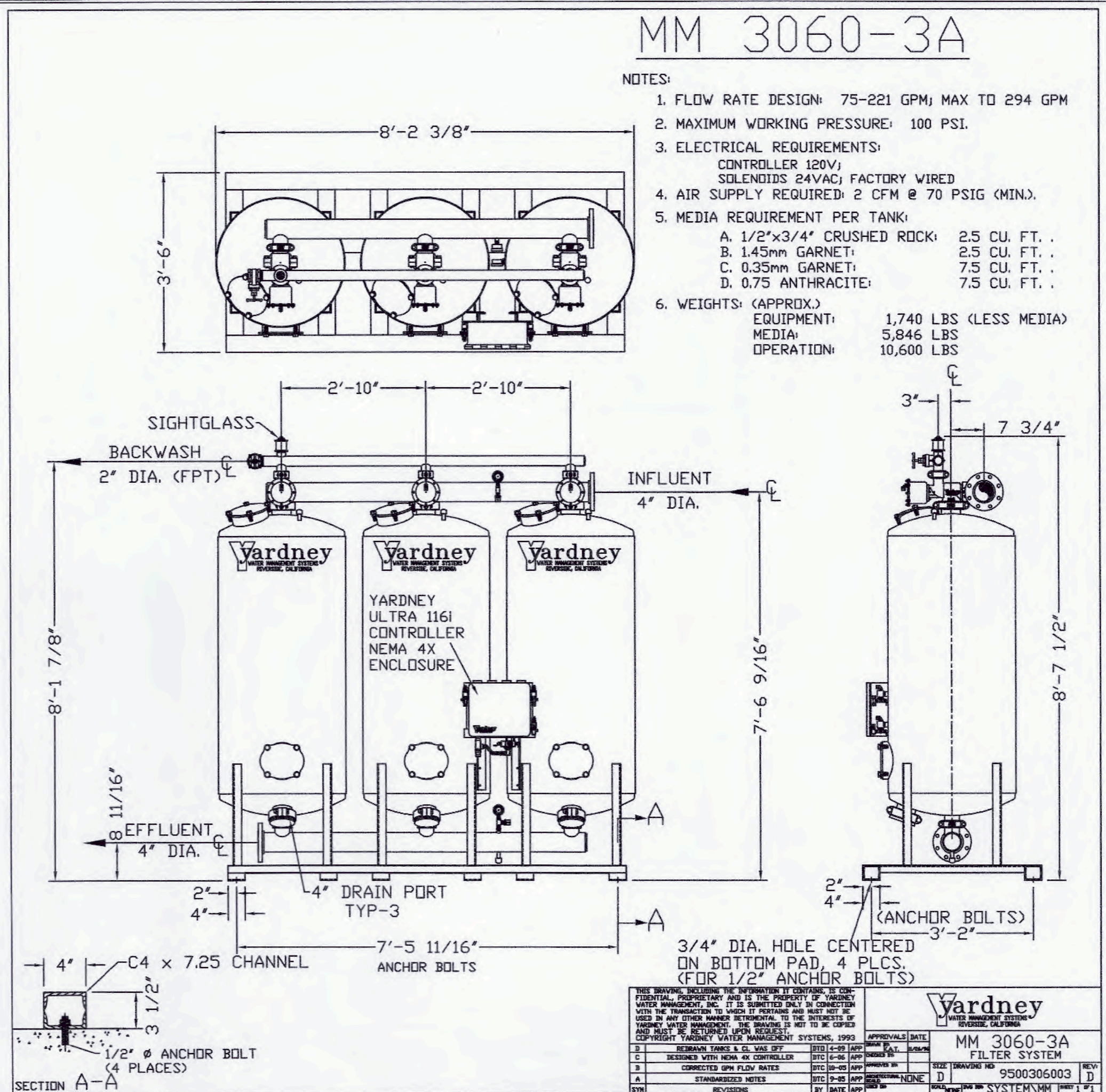
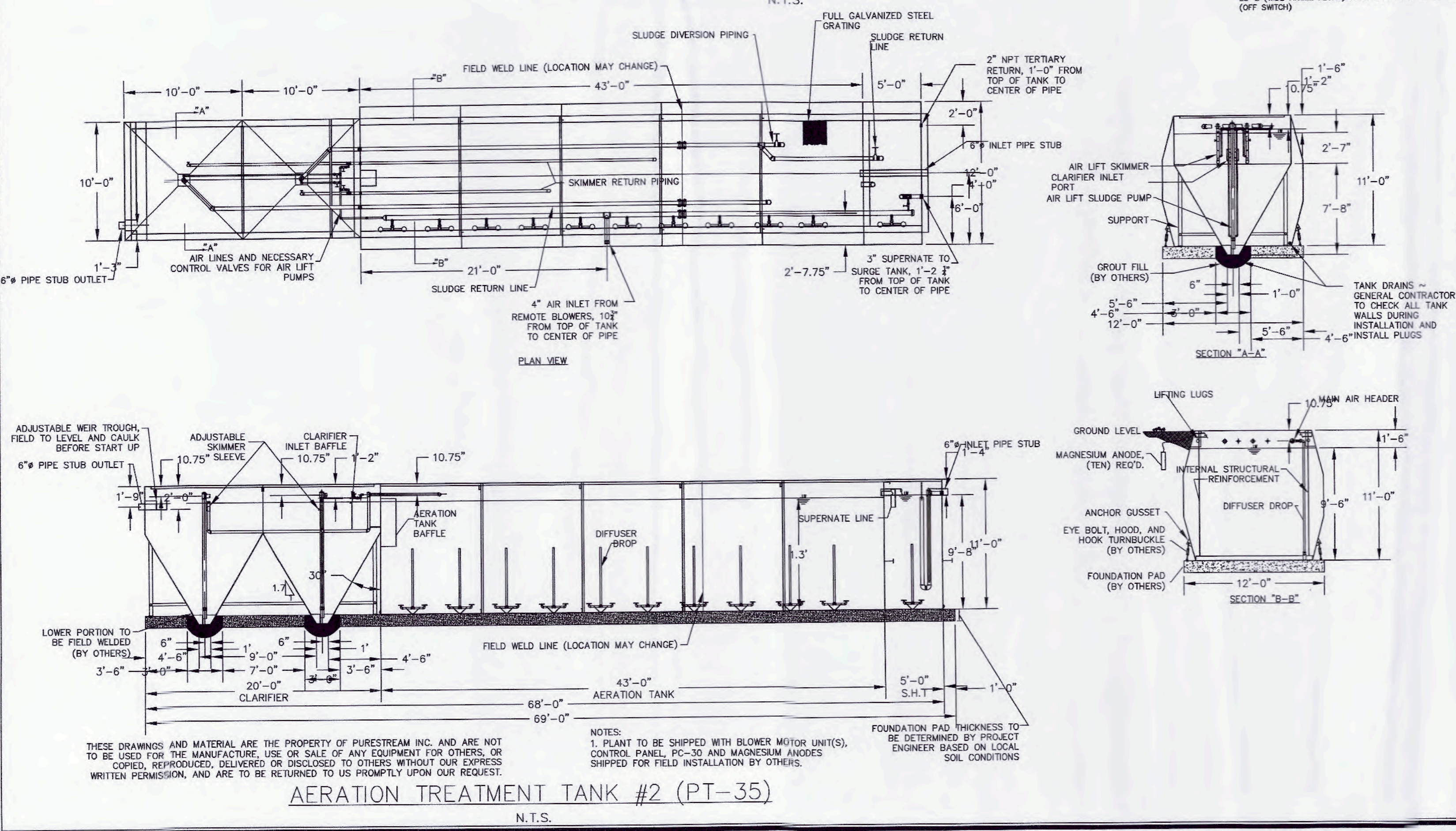
YARD PIPING PLAN  
POCONO LAKEFRONT-PHASE 1  
S.R. 307  
PALMYRA TOWNSHIP - PIKE COUNTY - PENNSYLVANIA  
WATER QUALITY MANAGEMENT PERMIT

**Kiley Associates, LLC**  
Surveyors & Engineers  
586 PURDYTOWN TURNPIKE (RT 590)  
LAKEVILLE, PA 16838  
717-255-2810

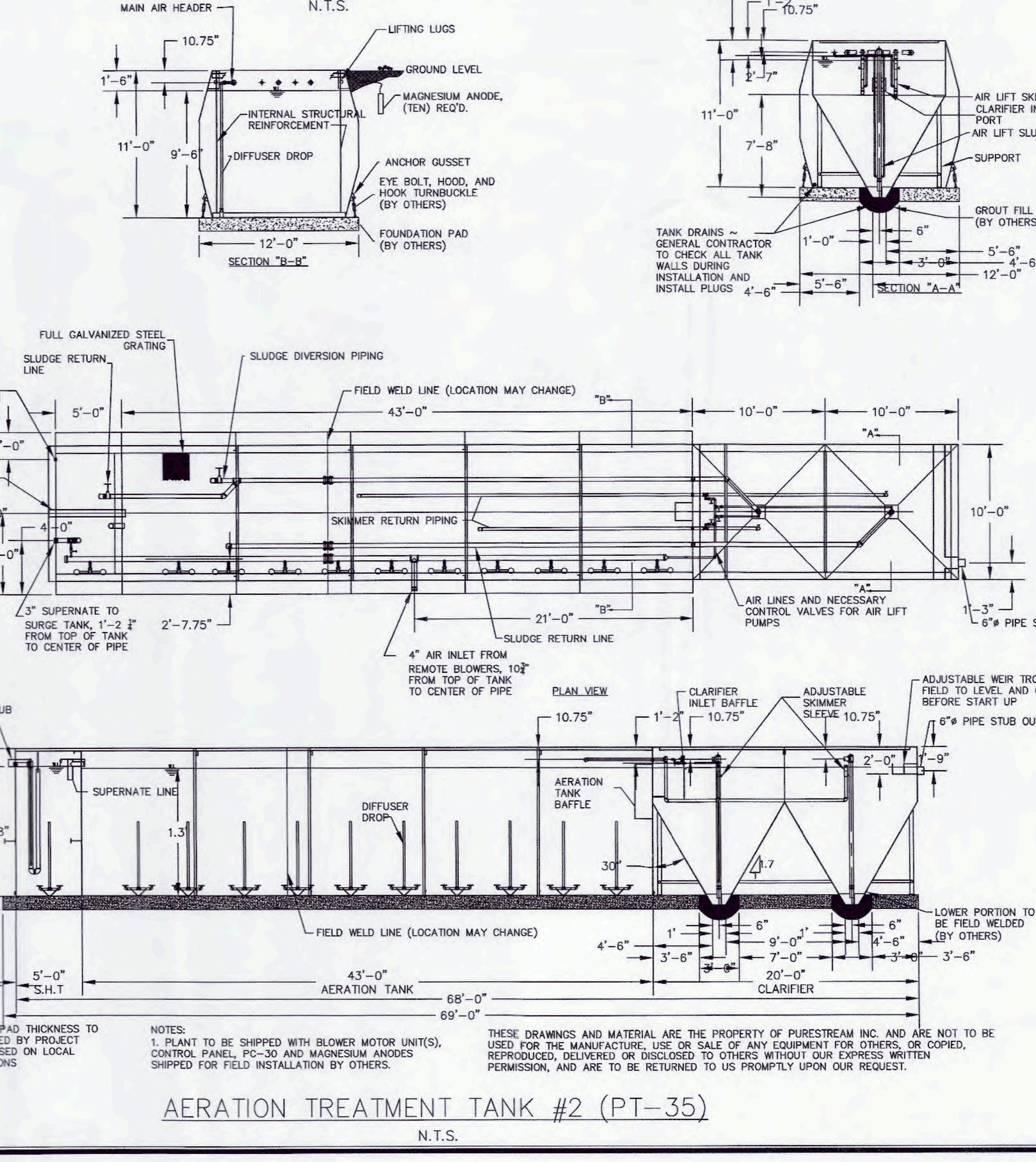
APR 1 2 2022  
FACILITY NAME:  
PERMIT:  
FILE TYPE:



25,000 GALLON PURE STREAM WATER SURGE (E.Q.) TANK



TERTIARY PRESSURE FILTER



MM 3060-3A

- NOTES:
1. FLOW RATE DESIGN: 75-221 GPM; MAX TO 294 GPM
  2. MAXIMUM WORKING PRESSURE: 100 PSI.
  3. ELECTRICAL REQUIREMENTS: CONTROLLER 120V; SOLENOIDS 24VAC; FACTORY WIRED
  4. AIR SUPPLY REQUIRED: 2 CFM @ 70 PSIG (MIN).
  5. MEDIA REQUIREMENT PER TANK:
    - A. 1/2"x3/4" CRUSHED ROCK: 2.5 CU. FT.
    - B. 1.45mm GARNET: 2.5 CU. FT.
    - C. 0.35mm GARNET: 7.5 CU. FT.
    - D. 0.75 ANTHRACITE: 7.5 CU. FT.
  6. WEIGHTS: (APPROX.)
    - EQUIPMENT: 1,740 LBS (LESS MEDIA)
    - MEDIA: 5,846 LBS
    - OPERATION: 10,600 LBS

| NO. | DESCRIPTION                     | DATE       | BY          | APP. BY     |
|-----|---------------------------------|------------|-------------|-------------|
| 1   | ISSUED FOR PERMITS              | 06-26-2015 | J. HOFFMANN | J. HOFFMANN |
| 2   | REVISED PER DEP REVIEW COMMENTS | 09-16-2015 | J. HOFFMANN | J. HOFFMANN |
| 3   | REVISED AS PER NEW SITE LAYOUT  | 01-05-2021 | J. HOFFMANN | J. HOFFMANN |

REVISION SUMMARY:

1. REVISED PER DEP REVIEW COMMENTS: 09-16-2015
2. REVISED AS PER NEW SITE LAYOUT: 01-05-2021

SCALE: NTS

DATE: 06-26-2015

DWG # E-1049

TAX# AS NOTED

DB/FG: AS NOTED

CLIENT: POCONO LAKEFRONT, LLC

DRAWN BY: LAM

SHEET # C-11

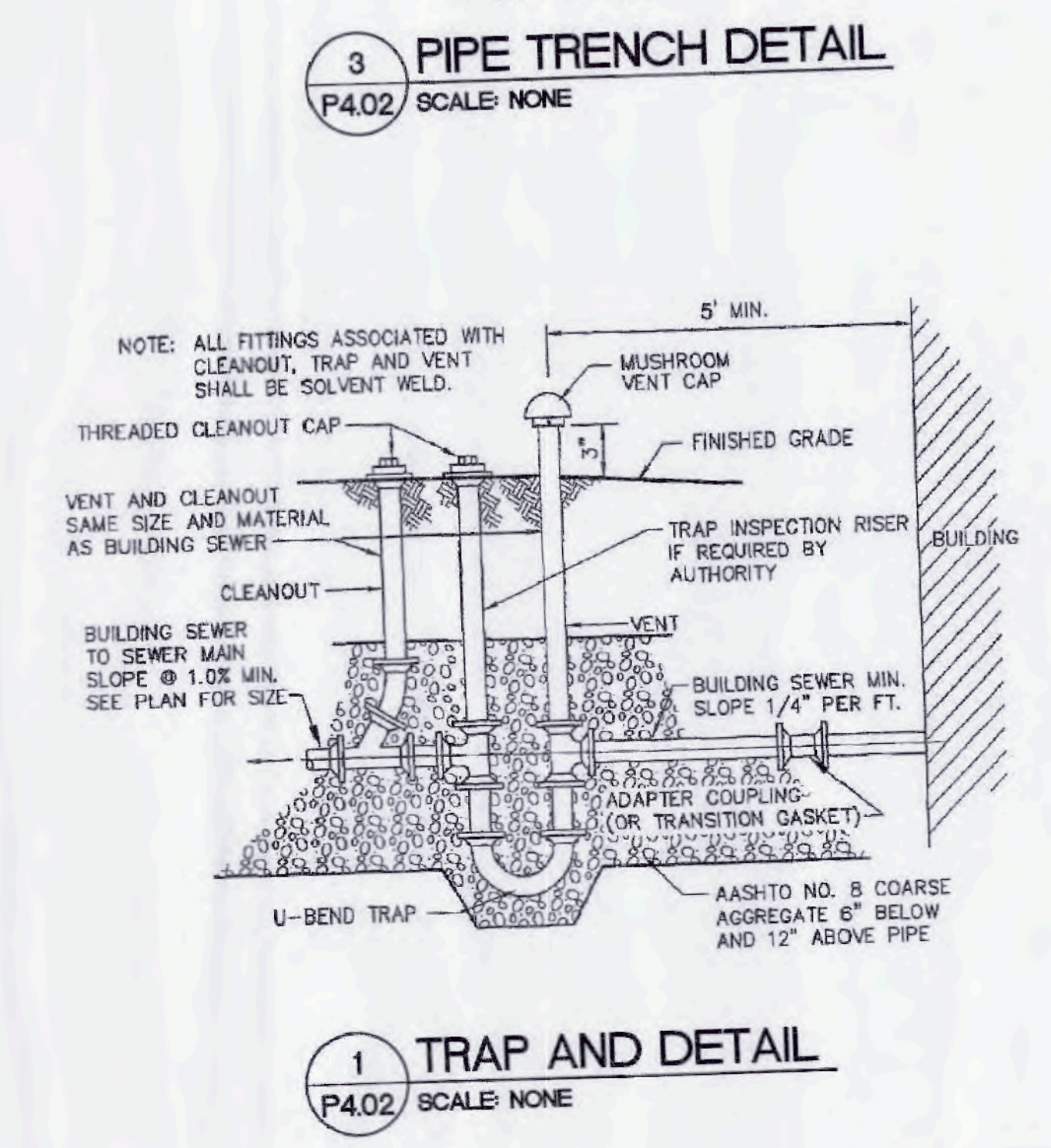
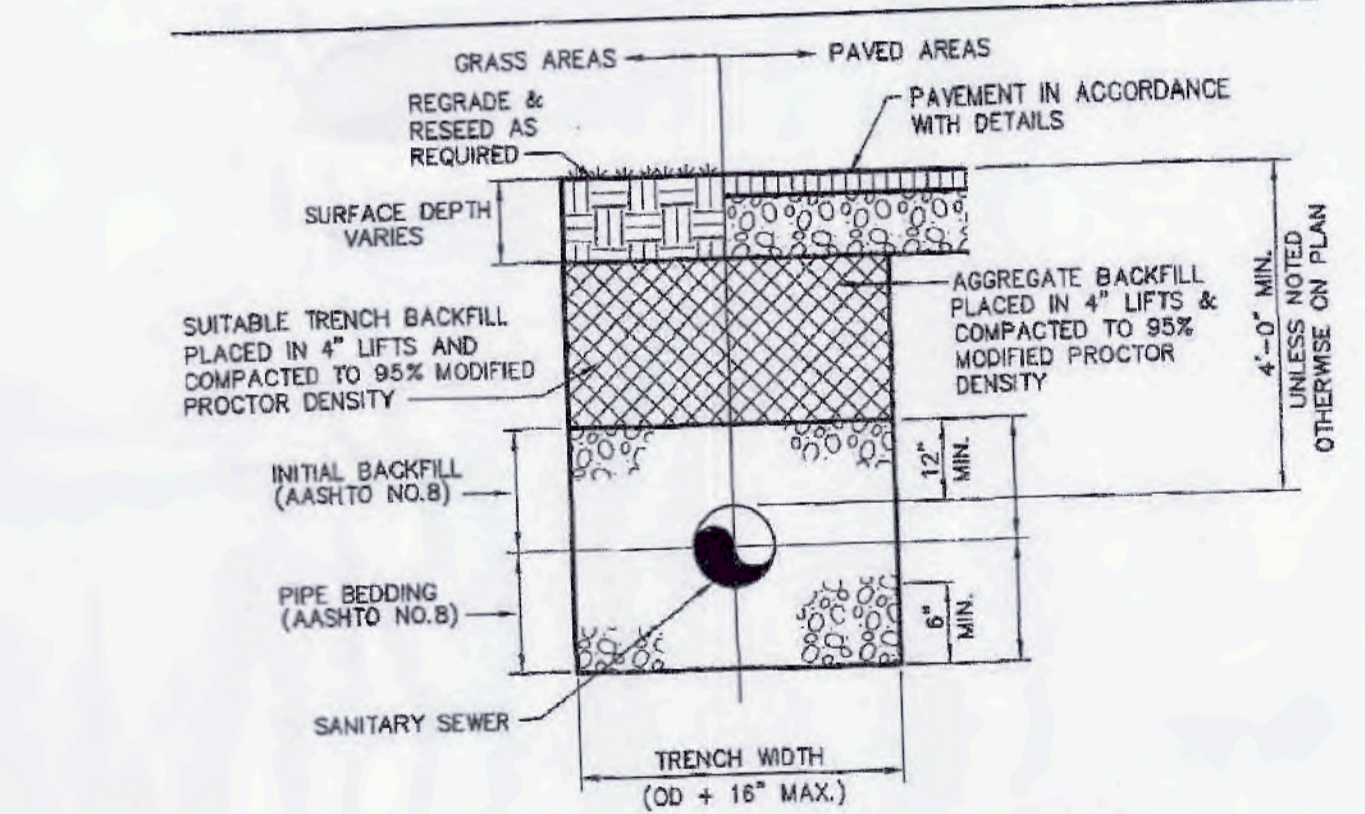
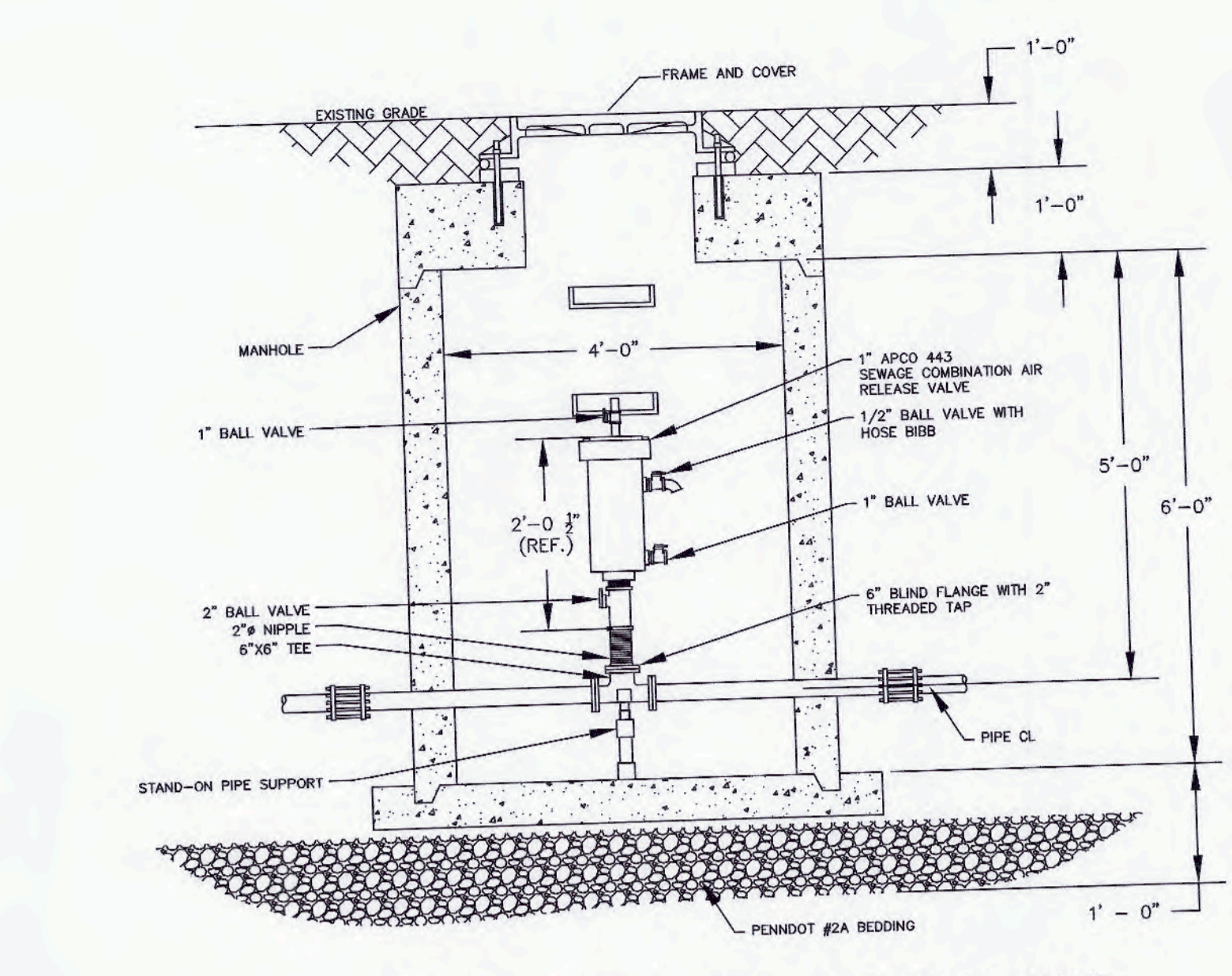
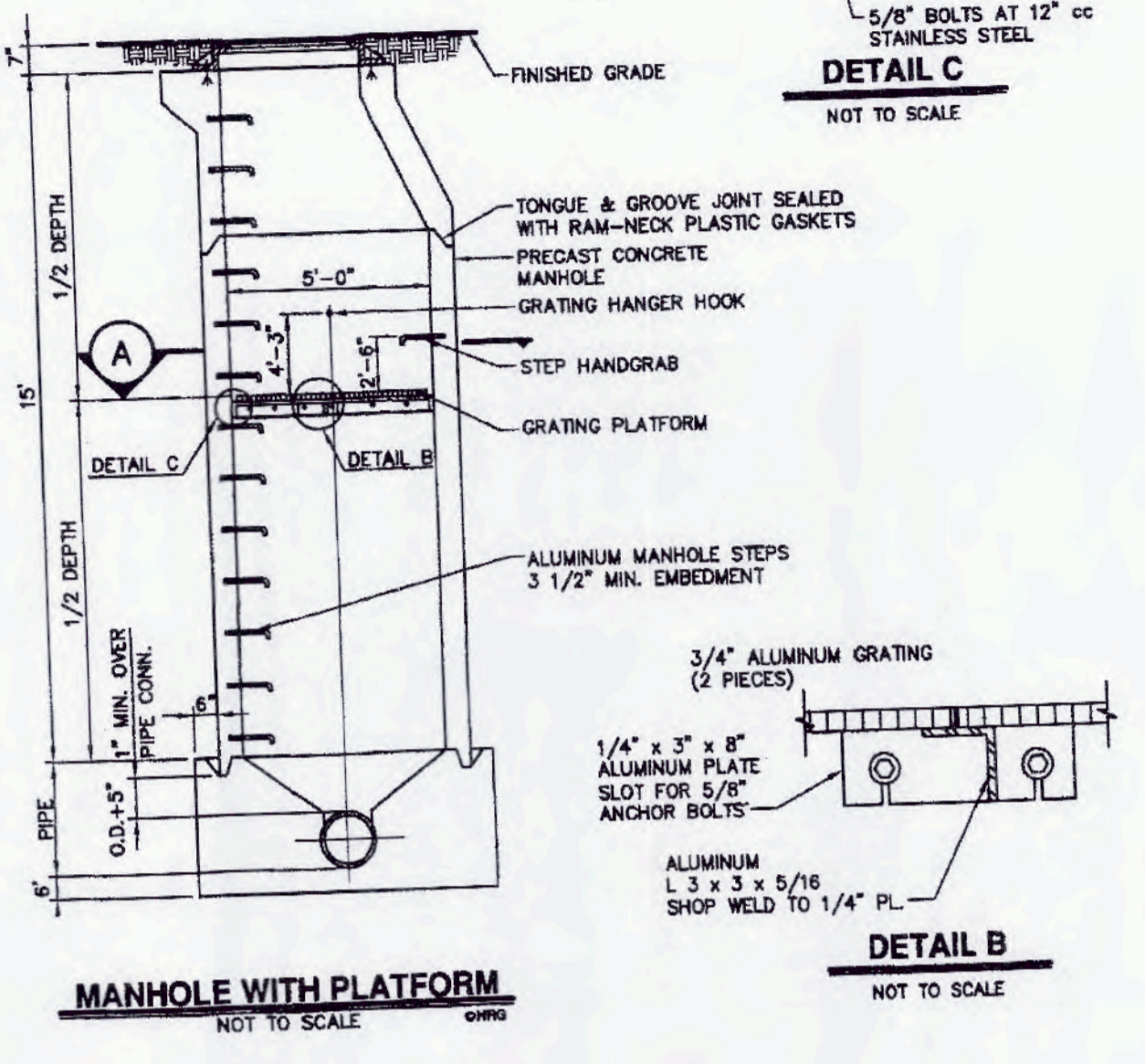
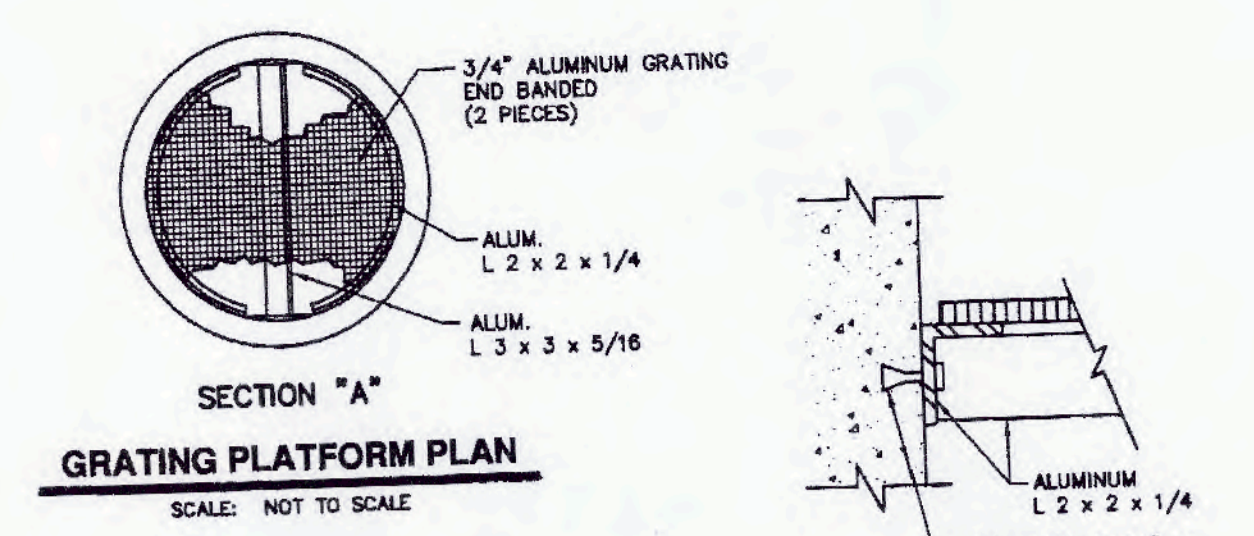
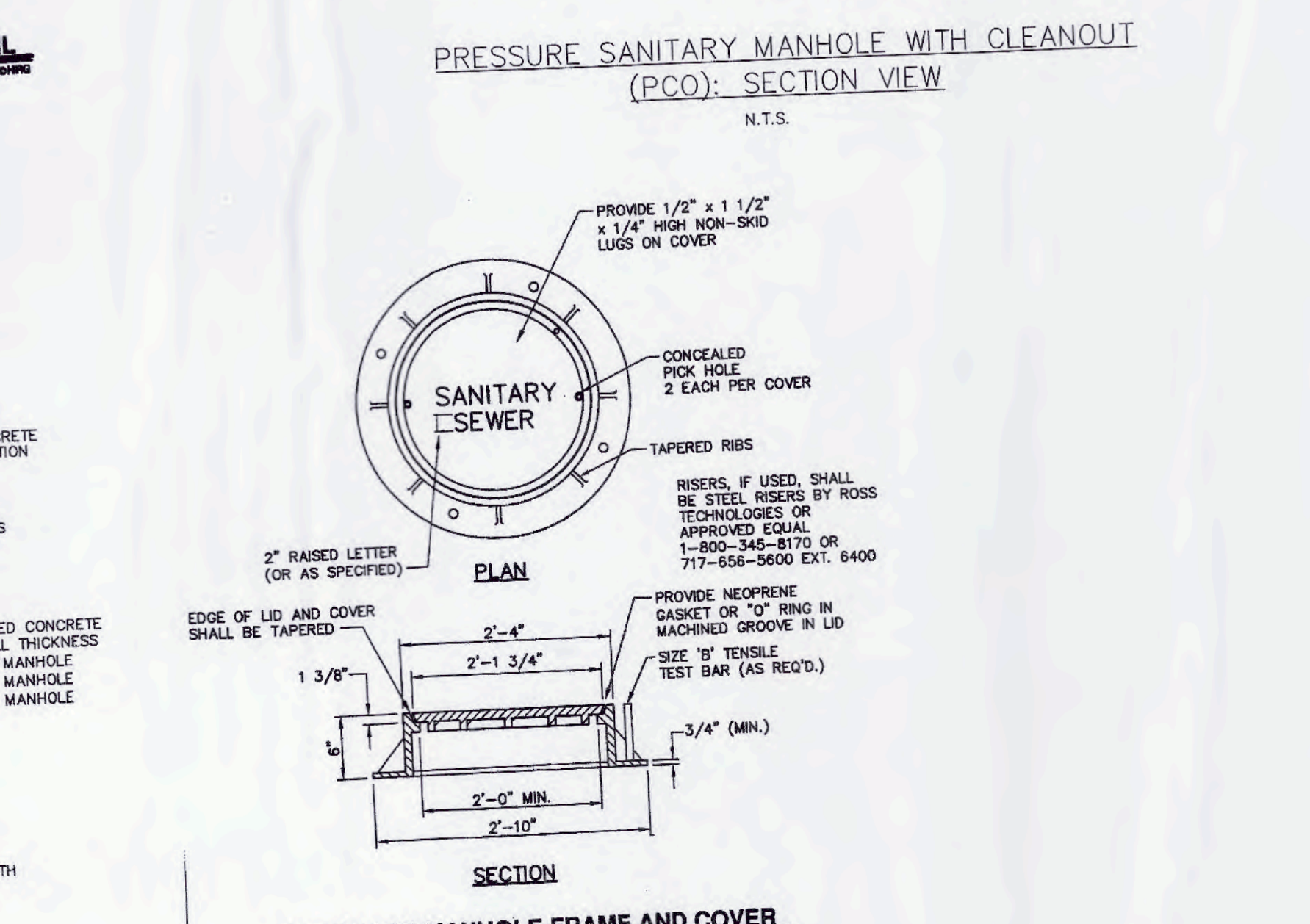
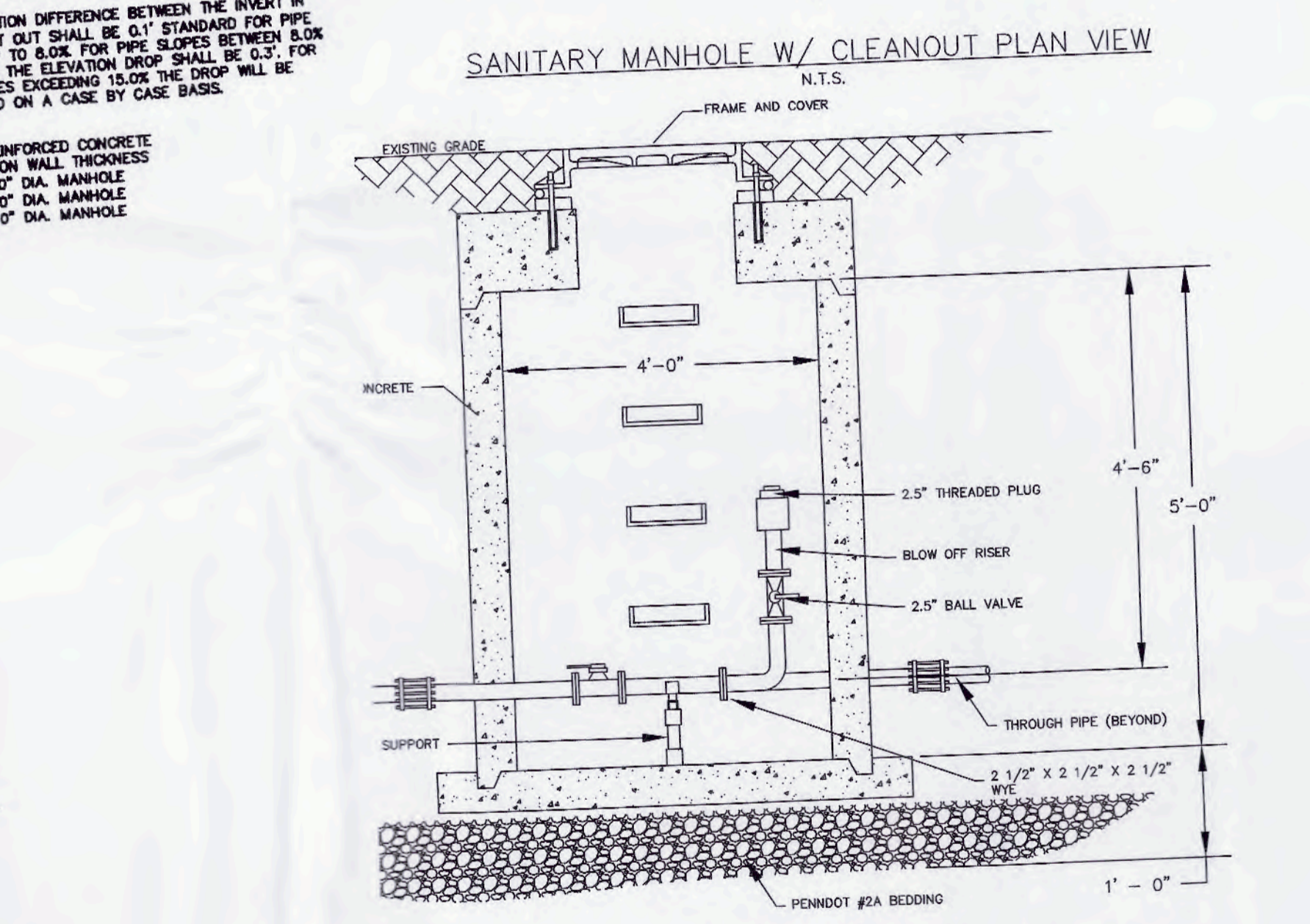
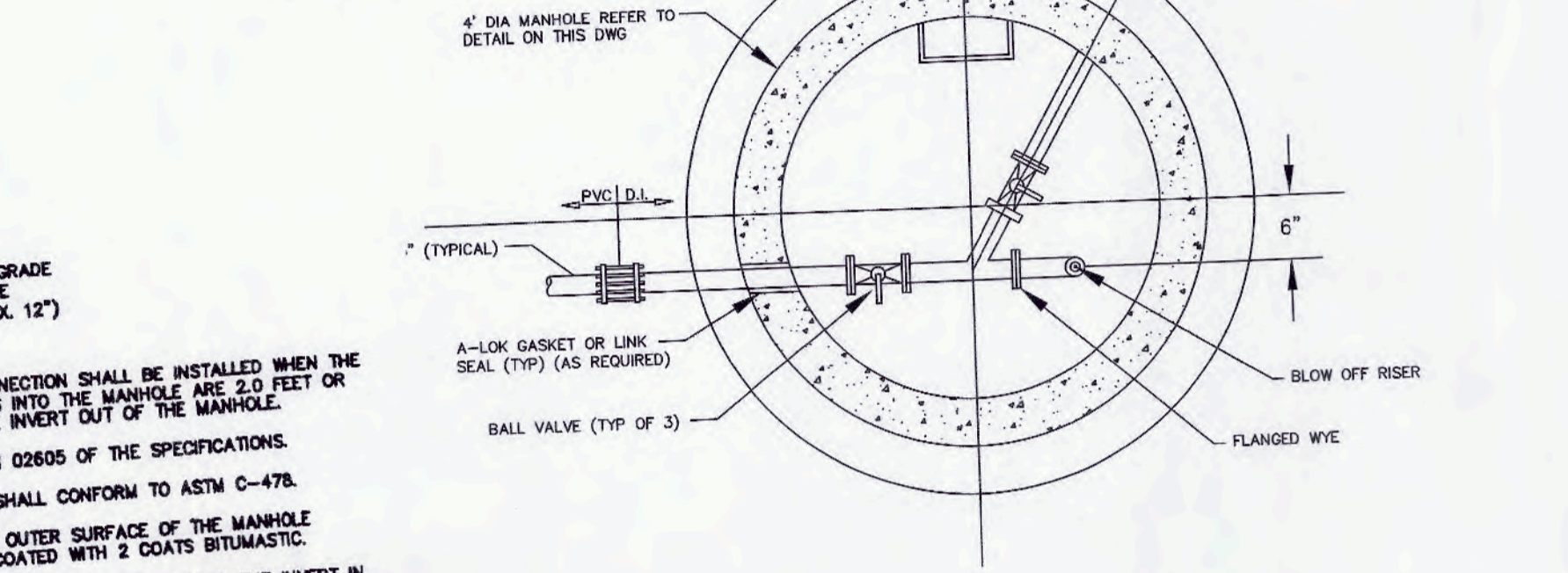
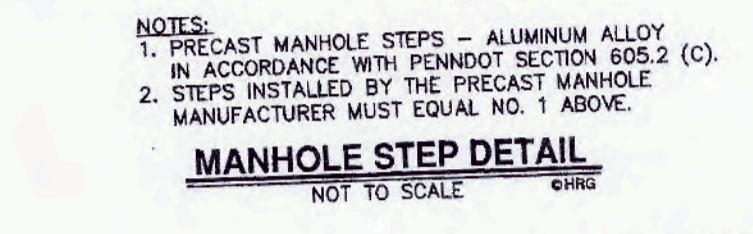
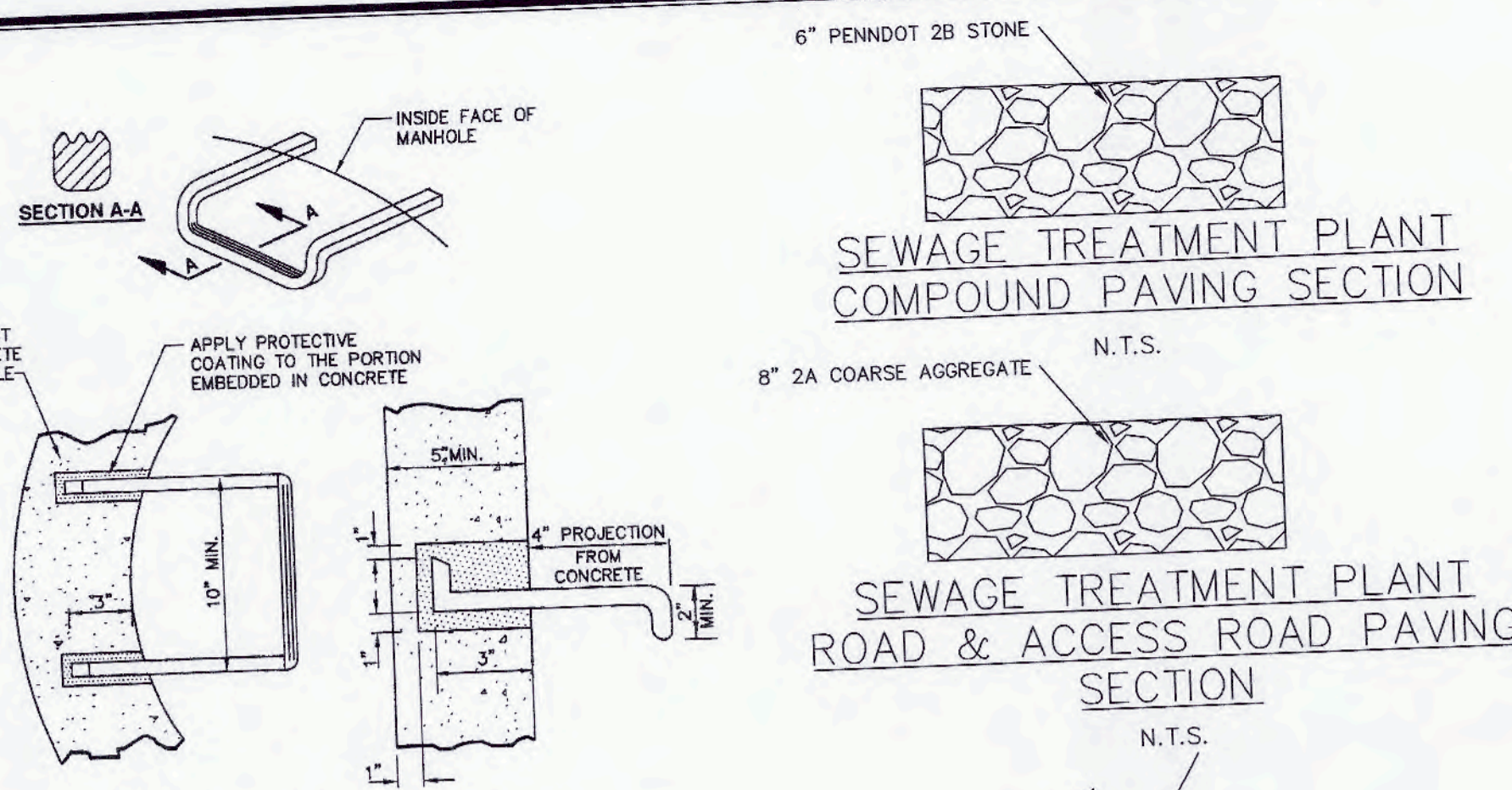
SEWAGE TREATMENT PLANT EQUIPMENT PLAN POCONO LAKEFRONT-PHASE 1 PALMYRA TOWNSHIP - PIKE COUNTY - PENNSYLVANIA S.R. 507 WATER QUALITY MANAGEMENT PERMIT

CLEAN WATER PROGRAM COUNTY: \_\_\_\_\_ MUNICIPALITY: \_\_\_\_\_

APR 12 2022

FACILITY NAME: \_\_\_\_\_ PERMIT #: \_\_\_\_\_ FILE TYPE: \_\_\_\_\_

Kiley Associates, LLC Surveyors & Engineers 534 PURDUE TOWNSHIP, PA 16838 LAKEVILLE, PA 16838



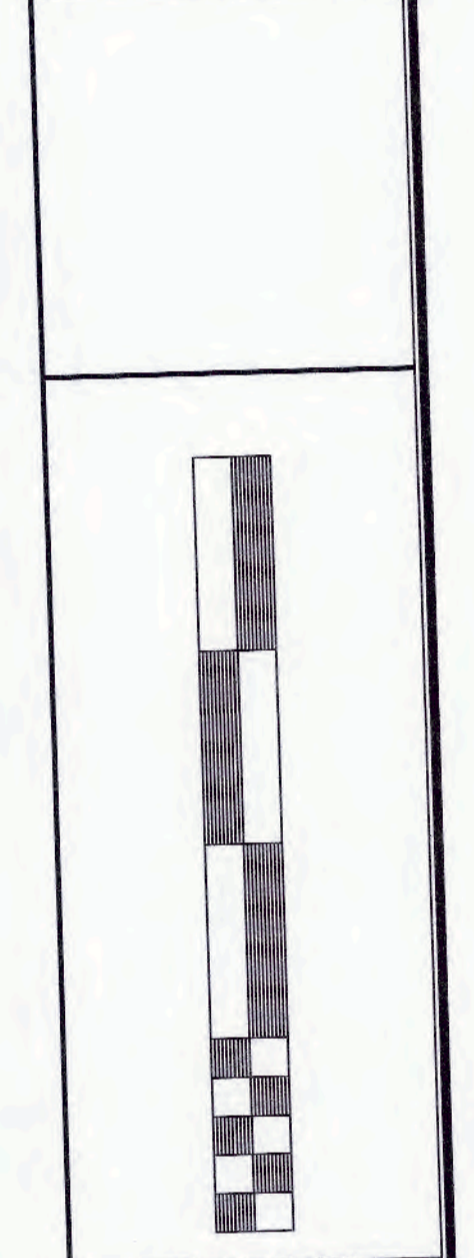
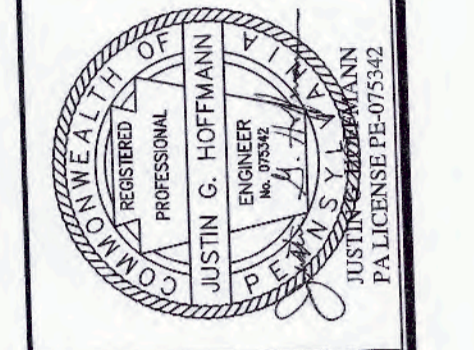
SANITARY MANHOLE WITH AIR RELEASE VALVE (AMH) DETAIL: SECTION VIEW  
N.T.S.

\*ALL MANHOLES & PUMP STATIONS TO HAVE BITUMINOUS EXTERIOR COATINGS FACTORY APPLIED

- 1.0 GRAVITY SEWER DRAINAGE PIPE AND FITTINGS
- A. GRAVITY SEWER PIPE: PVC SEWER PIPE AND FITTINGS; (6 INCHES DIAMETER AND LARGER): SDR 35 AND ASTM D 3034. GASKETED OR SOLVENT WELDED.
- a. SOLVENT CEMENT USED FOR JOINING PLASTIC PIPE AND FITTINGS SHALL MEET THE FOLLOWING DESIGNATIONS FOR THE VARIOUS TYPES OF PLASTIC PIPE LISTED.
- PVC: ASTM D 2564.
- B. TESTING: PRIOR TO BACKFILLING AND LAYING ADDITIONAL PIPE, TEST THE FIRST 100 FEET OF SEWER CONSTRUCTION FOR LEAKAGE.
- FILL THE SEWER WITH WATER AND MAINTAIN A HEAD TWO FEET ABOVE THE HIGHEST SECTION OF WORK BEING TESTED. MEASURE THE QUANTITY OF LEAKAGE. WHEN THE SEWER BEING TESTED IS CONSTRUCTED IN WATER BEARING SOIL, THE LEAKAGE TEST MAY, AT THE DISCRETION OF THE DIRECTOR'S REPRESENTATIVE, BE MADE BY MEASURING THE QUANTITY OF INFILTRATION INTO THE SEWER. THE ALLOWABLE LEAKAGE OR INFILTRATION SHALL NOT EXCEED 10 GALLONS PER 24 HOURS PER INCH PIPE DIAMETER PER 1000 FEET OF SEWER BEING TESTED.
  - IF AIR TESTING IS USED, CONFORM TO THE PROCEDURE DESCRIBED IN ASTM F1417.
- B. ADDITIONAL LEAKAGE TESTS AND A FINAL TEST SHALL BE PERFORMED AS DIRECTED.

- 2.0 PRESSURE PIPING AND FITTINGS
- A. AIR PIPE SHALL BE:
- DUCTILE CAST IRON:
    - SIZES AS SHOWN ON THE DRAWINGS.
    - ANSI A 21.51 PIPE BARREL.
    - CLASS 53 THICKNESS.
    - ANSI A 21.4 CEMENT LINING.
    - ANSI CLASS 125 FLANGE CONNECTIONS.
  - GALVANIZED:
    - SIZE AS SHOWN ON THE DRAWINGS.
    - ASTM A 120 OR ASTM A 53.
    - SCHEDULE 40 PIPE.
    - THREADED CONNECTIONS.
- B. PRESSURE SEWER PIPE: ALL PVC SDR SERIES PIPE SHALL BE MANUFACTURED FROM A TYPE I, GRADE I POLYVINYL CHLORIDE (PVC) COMPOUND WITH A CELL CLASSIFICATION OF 12454 PER ASTM D1784. THE PIPE SHALL BE MANUFACTURED IN STRICT COMPLIANCE TO ASTM D2241, CONSISTENTLY MEETING AND/OR EXCEEDING THE QUALITY ASSURANCE TEST REQUIREMENTS OF THIS STANDARD WITH REGARD TO PRESSURE RATING, MATERIAL, WORKMANSHIP, BURST PRESSURE, FLATTENING, IMPACT RESISTANCE, AND EXTRUSION QUALITY. THE PIPE SHALL BE MANUFACTURED IN THE USA, USING DOMESTIC MATERIALS. BY AN ISO 9001 CERTIFIED MANUFACTURER. ALL PIPE SHALL BE STORED INDOORS AFTER PRODUCTION AT THE MANUFACTURING SITE UNTIL SHIPPED FROM FACTORY. THIS PIPE SHALL CARRY THE NATIONAL SANITATION FOUNDATION (NSF) SEAL OF APPROVAL FOR POTABLE WATER APPLICATIONS.
- C. TESTING FOR ALL PRESSURE PIPING SHALL BE AS FOLLOWS:
- APPLY A PRELIMINARY TEST PRESSURE OF 25 PSIG AND HOLD FOR 10 MINUTES. IF ANY LEAKS ARE FOUND DURING THIS FIRST STEP, TAKE ACTIONS TO CORRECT THE LEAK AND RE-TEST FOR AN ADDITIONAL 10 MINUTES UNTIL PRESSURE IS HELD.
  - APPLY TEST PRESSURE IN INCREMENTS OF 25 PSIG UNTIL THE MAXIMUM TEST PRESSURE IS REACHED. HOLD PRESSURE FOR 5 MINUTES AT EACH 25 PSIG INCREMENT AND INSPECT FOR LEAKS BEFORE ADDING MORE PRESSURE. (NOTE: THE MAXIMUM TEST PRESSURE SHALL BE 150% OF THE MAXIMUM SYSTEM OPERATING PRESSURE.)
  - HOLD THE MAXIMUM TEST PRESSURE FOR 10 MINUTES. THE PROJECT ENGINEER OR HIS REPRESENTATIVE MUST OBSERVE THIS STEP.
  - AFTER THE REQUIRED 10 MINUTES, REDUCE THE PRESSURE TO 100 PSI, OR PREDETERMINED PRESSURE.
  - HOLD THIS PRESSURE FOR 24 HOURS. OBTAIN CONFIRMATION OF SUCCESSFUL TEST BY PROJECT ENGINEER BEFORE RELEASING PRESSURE.
  - REMOVE THE PRESSURE, WITH CAUTION TO AVOID ESCAPING AIR STREAM, DEBRIS, AND DECIBEL NOISE LEVEL.

REVISION SUMMARY:  
1. REVISED PER DEP REVIEW COMMENTS: 09-16-2015  
2. REVISED AS PER NEW SITE LAYOUT: 01-05-2021



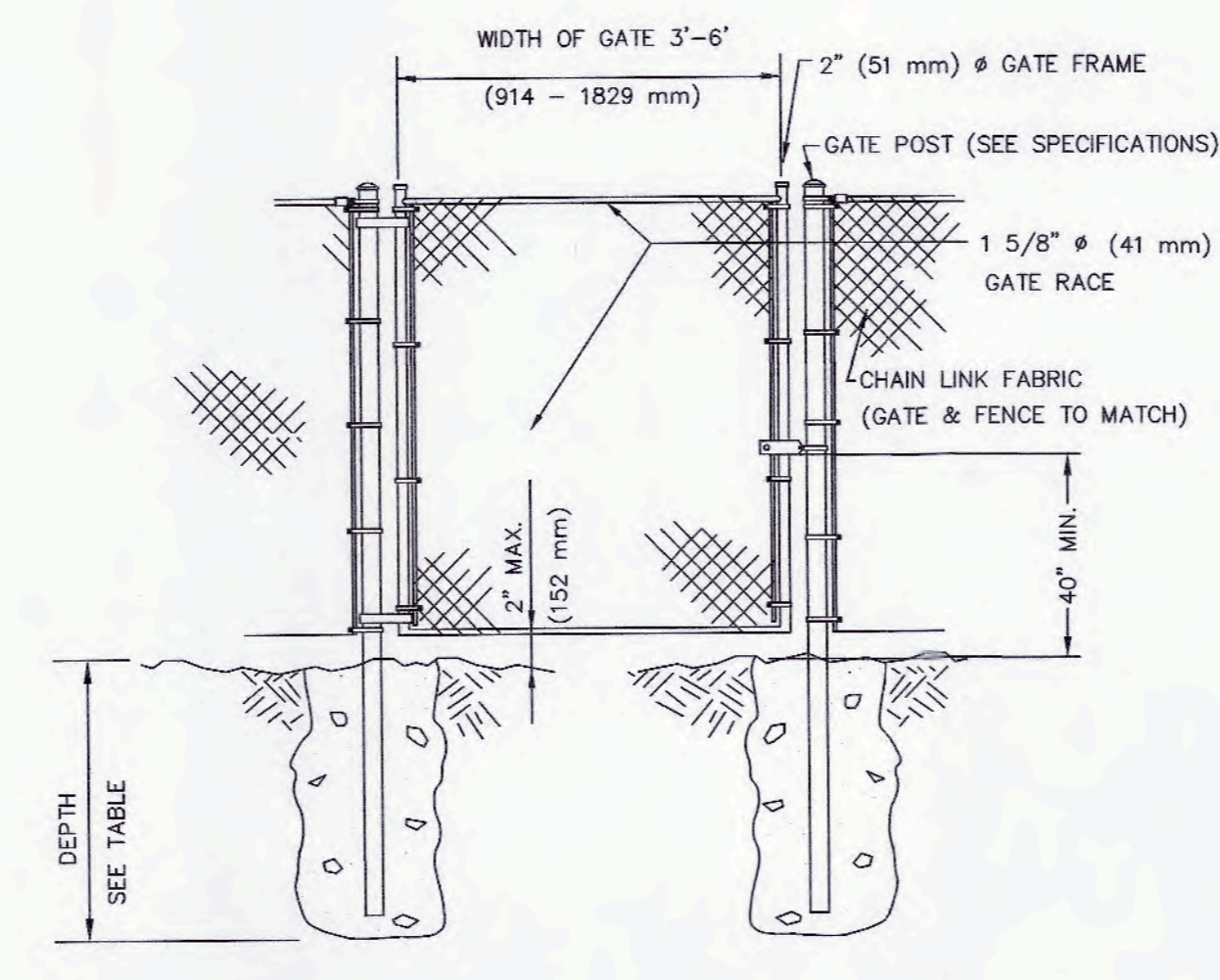
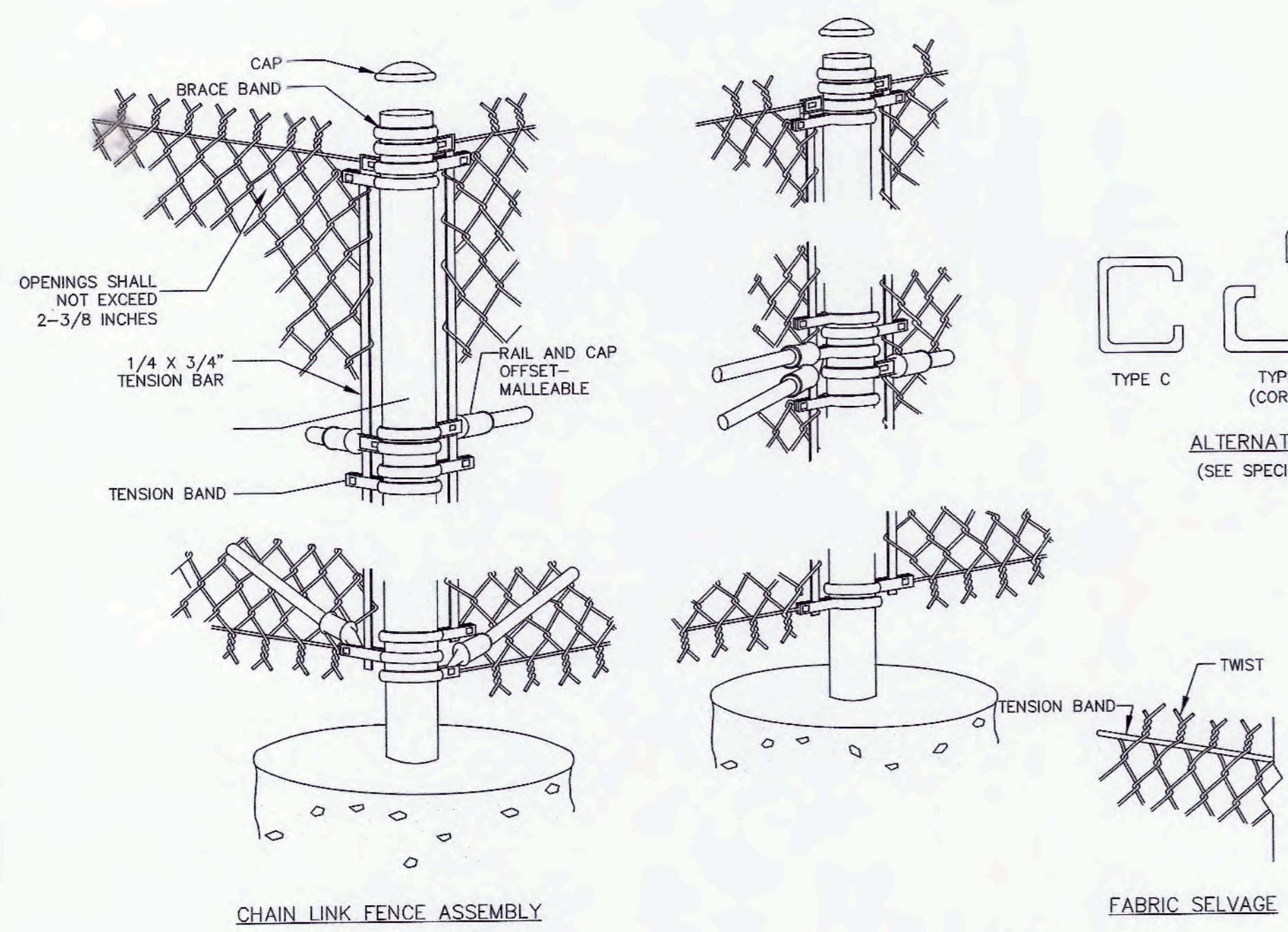
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DATE: 06-26-2013  
DWG#: E-11069  
TAX#: AS NOTED  
DEP#: AS NOTED  
CLIENT: POCONO LAKEFRONT, LLC  
DRAWN BY: LMM  
SHEET #: C-12

SEWER SYSTEM DETAIL SHEET  
POCONO LAKEFRONT-PHASE 1  
PALMYRA TOWNSHIP - PIKE COUNTY - PENNSYLVANIA  
S.R. 307

WATER QUALITY MANAGEMENT PERMIT  
Kiley Associates, LLC  
Surveyors & Engineers  
536 FURDTOWN TURNPIKE (RT 390)  
LAKEVILLE PA 18438  
570-226-5810

APR 12 2023

FACILITY NAME:  
PROJECT ENGINEER BEFORE RELEASING PRESSURE.  
PERMIT#  
FILE TYPE:



**WALK GATE**  
N.T.S.

**LEGEND**

|     |                        |
|-----|------------------------|
| --- | EXISTING RIGHT-OF-WAY  |
| --- | EXISTING 2' CONTOURS   |
| --- | EXISTING 10' CONTOURS  |
| --- | PROPOSED UTILITY LINE  |
| --- | PROPOSED 2' CONTOURS   |
| --- | PROPOSED 10' CONTOURS  |
| --- | PROPOSED EASEMENT LINE |
| --- | PROPOSED PAVE LINE     |
| --- | PROPOSED SEPTIC LINE   |
| --- | PROPOSED WALLS         |



LOCATIONS OF ALL UNDERGROUND UTILITIES SHALL BE FIELD LOCATED BY THE CONTRACTOR PRIOR TO ANY EXCAVATION AND CONSTRUCTION WORK. CONTRACTOR SHALL CONTACT PENNSYLVANIA ONE CALL SYSTEM AT 1-800-242-1776 A MINIMUM OF THREE WORKING DAYS PRIOR TO BEGINNING ANY EXCAVATION ON THIS SITE.

- NOTES:**
1. POST SPACING: LINE POSTS SHALL BE EVENLY SPACED, CENTER TO CENTER.
  2. TERMINAL LINE POSTS, & TOP/BRACE RAIL SHALL BE ACCORDING TO THE SPECIFICATIONS.
  3. POST SETTING SHALL BE ACCORDING TO THE FOLLOWING TABLE:
  4. THE METRIC CONVERSIONS ARE PROVIDED IN PARENTHESIS FOLLOWING THE ENGLISH UNITS.
  5. THE OPENINGS ON THE CHAIN-LINK FENCE SHALL NOT EXCEED 2-3/8 INCHES. (SEE DETAIL)
  6. CHAIN-LINK TWISTS SHALL EXTEND ABOVE THE UPPER HORIZONTAL BAR (SEE DETAIL)
  7. THE FENCE MUST HAVE A MAXIMUM VERTICAL CLEARANCE TO GRADE OF TWO (2) INCHES. (SEE DETAIL)
  8. GATES PROVIDED TO BE SELF CLOSING, WITH HARDWARE TO ACCEPT AN ACCESS PAD LOCK, AND AT LEAST 40 INCHES ABOVE GRADE. (TRUCLOSE AND LOKKLATCH SYSTEMS TO BE INSTALLED)

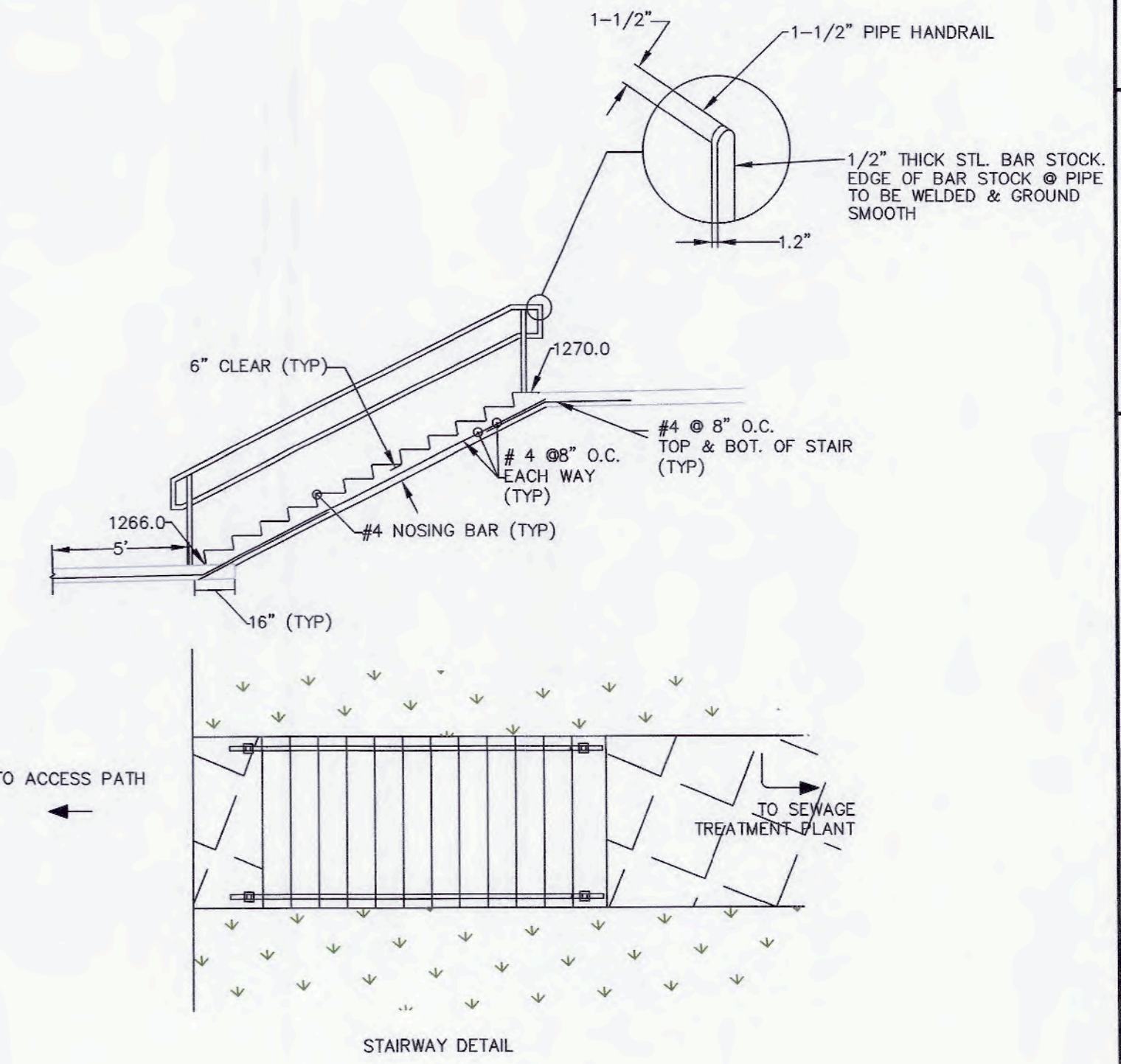
**POST SETTING REQUIREMENT**

| TYPE OF POST | HOLE DIA. AT TOP* | HOLE DEPTH   | POST EMBEDMENT |
|--------------|-------------------|--------------|----------------|
| LINE         | 9" (229 mm)       | 38" (965 mm) | 36" (914 mm)   |
| TERMINAL     | 12" (305 mm)      | 38" (965 mm) | 36" (914 mm)   |

\*MIN. HOLE DIAMETER IN SOFT OR LOOSE SOIL SHALL BE 18" (457 mm).

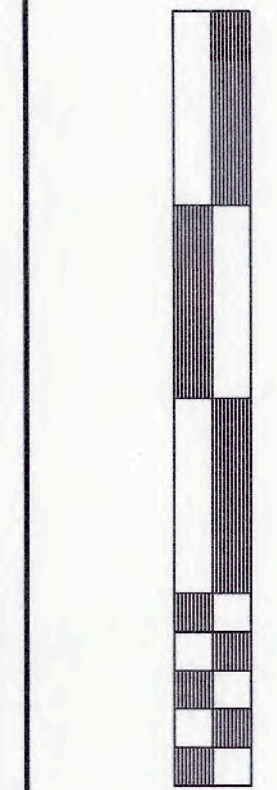
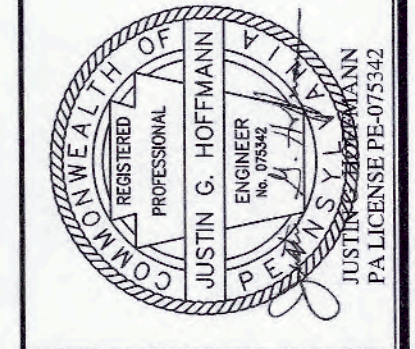
- CONCRETE NOTES:**
1. CONCRETE SHALL CONFORM TO ACI 211.1, ACI 301, ACI 304R (WHEN PUMPING) AND ACI 318-02 WITH THE FOLLOWING PROPERTIES: COMPRESSIVE STRENGTH SHALL BE 3500 PSI AT 28 DAYS, AGGREGATE SHALL CONFORM TO ASTM C33 AND A SIZE NUMBER OF 57, RANGE OF SLUMP SHALL BE 2 1/2"-4". WATER TO CEMENT RATION SHALL BE .45 MAX BY WEIGHT, AND AIR ENTRAINMENT SHALL BE 4-6%. SUBMIT COPIES OF TEST REPORTS SHOWING THAT THE MIX HAS BEEN SUCCESSFULLY TESTED TO PRODUCE CONCRETE WITH THE PROPERTIES SPECIFIED. TEST REPORTS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO CONCRETE PLACEMENT.
  2. CEMENT SHALL CONFORM TO ASTM C150, TYPE I OR II AND SHALL HAVE A CURING PERIOD OF NOT LESS THAN 7 DAYS.
  3. CONCRETE SHALL BE CURED USING ASTM D4397 POLYETHYLENE SHEETING IN ACCORDANCE WITH ASTM C171. WET THE ENTIRE EXPOSED SURFACE OF THE CONCRETE THOROUGHLY WITH A FINE SPRAY OF WATER AND COVER WITH SHEETING THROUGHOUT THE CURING PERIOD. LAY SHEETING DIRECTLY ON CONCRETE SURFACE. PROVIDE SHEETING NOT LESS THAN 18 INCHES WIDER THAN THE FOUNDATION OVERLAP EDGES 12 INCHES AND CONTINUOUSLY TAPE JOINTS.
  4. PUMPING SHALL NOT RESULT IN SEPARATION OR LOSS OF MATERIALS NOR CAUSE INTERRUPTIONS SUFFICIENT TO PERMIT LOSS OF PLASTICITY BETWEEN SUCCESSIVE INCREMENTS. LOSS OF SLUMP IN PUMPING EQUIPMENT SHALL NOT EXCEED 2". CONCRETE SHALL NOT BE CONVEYED THROUGH PIPE MADE OF ALUMINUM OR ALUMINUM ALLOY. RAPID CHANGES IN PIPE SIZES SHALL BE AVOIDED. MAX SIZE OF COURSE AGGREGATE SHALL BE LIMITED TO 33% OF THE DIAMETER OF THE PIPE. MAXIMUM SIZE OF WELL ROUNDED AGGREGATE SHALL BE LIMITED TO 40% OF THE PIPE DIAMETER. SAMPLES FOR TESTING SHALL BE TAKEN AT BOTH THE POINT OF DELIVERY TO THE PUMP AND AT THE DISCHARGE END.
  5. CONCRETE SHALL NOT BE PLACED WHEN WEATHER CONDITIONS PREVENT PROPER PLACEMENT AND CONSOLIDATION INCLUDING PERIODS OF PRECIPITATION. TRANSPORT CONCRETE AS RAPIDLY AS PRACTICABLE TAKING PRECAUTION TO PREVENT SEGREGATION OR LOSS OF INGREDIENTS. PUMPING IN ACCORDANCE WITH ACI 304 SHALL BE PERMITTED. DO NOT EXCEED A FREE VERTICAL DROP OF 3 FEET FROM THE POINT OF DISCHARGE. PLACE CONCRETE IN ONE CONTINUOUS OPERATIONS FROM ONE SIDE OF SLAB TO THE OTHER. POSITION GRADE STAKES AT 12 FEET ON CENTER MAXIMUM IN EACH DIRECTION.
  6. REINFORCING BARS SHALL CONFORM TO ASTM A615, ASTM A616, OR ASTM A167 AND SHALL HAVE A MIN YIELD STRENGTH OF 60 KSI. REINFORCEMENT SHALL NOT CONTAIN RUST, SCALE, OIL GREASE, CLAY OR FOREIGN SUBSTANCES THAT WOULD REDUCE THE BOND, REMOVE LOOSE RUST PRIOR TO PLACEMENT OF REINFORCEMENT.
  7. REINFORCEMENT SPLICES SHALL BE KEPT TO A PRACTICAL MINIMUM UNLESS OTHERWISE INDICATED, MINIMUM LAP SPLICE LENGTH SHALL BE 24"
  8. PROVIDE 2" OF CONCRETE COVER FOR ALL REINFORCING STEEL UNLESS OTHERWISE INDICATED.
  9. CONCRETE FOOTINGS SHALL BE PLACED MONOLITHICALLY WITH THE EXCEPTION THAT VERTICAL CONSTRUCTION JOINTS WILL BE ALLOWED IF EPOXY BONDING COMPOUND IS APPLIED TO THE ROUGHENED SURFACE OF THE HARDENED CONCRETE.
  10. THE CONTRACTOR SHALL PROVIDE CONTRACTION JOINTS AS INDICATED. JOINTS MAY BE SAWCUT OR CUT WITH A JOINTING TOOL. SAWED JOINTS SHALL BE COMPLETED WITHIN 4 TO 12 HOURS AFTER PLACEMENT OF CONCRETE. JOINTS SHALL INTERSECT WITH THE CORNERS OF THE DIAMOND ISOLATION JOINT AT COLUMN LOCATIONS AND BE SPACED A MAXIMUM OF 12' ON CENTER.
  11. REINFORCEMENT SUPPORTS SHALL BE CONCRETE OR OTHER NON - CORRODIBLE MATERIAL HAVING A COMPRESSIVE STRENGTH EQUAL TO OR GREATER THAN THE COMPRESSIVE STRENGTH OF THE CONCRETE BEING PLACED.
  12. PROVIDE A 3/4" CHAMFER ON ALL EXPOSED CONCRETE CORNERS.
  13. PERFORM COMPRESSIVE TESTS IN ACCORDANCE WITH ASTM C39. PROVIDE 5 TEST CYLINDERS PER 50 YARDS OF CONCRETE, WITH A MINIMUM OF 5 CYLINDERS PER DAY THAT CONCRETE IS DELIVERED. TAKE PRECAUTIONS TO PREVENT EVAPORATION AND LOSS OF WATER FROM SPECIMENS. TEST ONE CYLINDER AT 7 DAYS, ONE CYLINDER AT 14 DAYS AND TWO CYLINDERS AT 28 DAYS AND HOLD ONE IN RESERVE. PERFORM SLUMP TESTS IN ACCORDANCE WITH ASTM C143, PERFORM AIR CONTENT TESTS IN ACCORDANCE WITH ASTM C173 OR ASTM C231. SUBMIT ALL TEST DATA TO THE ENGINEER.
  14. EPOXY BONDING COMPOUND SHALL BE USED ON ALL CONTACTING SURFACES BETWEEN EXISTING CONCRETE AND NEW CONCRETE. EPOXY BONDING COMPOUND SHALL CONFORM TO ASTM C881 TYPE II, CLASS C, GRADE 1 OR 2 FOR HORIZONTAL SURFACES, GRADE 3 FOR VERTICAL SURFACES.
  15. PLACE, CONSOLIDATE AND IMMEDIATELY STRIKE OFF CONCRETE TO OBTAIN PROPER CONTOUR GRADE AND ELEVATION BEFORE BLEEDWATER APPEARS. PERMIT CONCRETE TO ATTAIN A SET SUFFICIENT FOR FLOATING AND SUPPORTING THE WEIGHT OF THE FINISHER AND EQUIPMENT. IF BLEEDWATER IS PRESENT PRIOR TO FLOATING THE SURFACE, DRAG THE EXCESS WATER OFF OR REMOVE BY ABSORPTION WITH POROUS MATERIALS. DO NOT USE DRY CEMENT TO ABSORB BLEEDWATER.
  16. UNLESS OTHERWISE NOTED, ALL CONCRETE CONSTRUCTION SHALL MEET THE SPECIFIED TOLERANCES OF ACI 117.
  17. THE REQUIREMENTS OF ACI 302.1R - 96 SHALL BE IN EFFECT FOR THE CONSTRUCTION OF ALL SLABS ON GROUND.
  18. PROVIDE A HIGH RANGE WATER REDUCING ADMIXTURE (SUPERPLASTICIZER) COMPLYING WITH ASTM C494 (TYPE F OR TYPE G) FOR ALL SLABS ON GROUND. MAXIMUM SLUMP SHALL BE 3" PRIOR TO THE ADDITION OF ADMIXTURE AND 8" AFTER THE ADDITION OF ADMIXTURE.
  19. NO CONCRETE SHALL BE PLACED UNTIL ALL EMBEDDED ITEMS (I.E. ELECTRICAL, MECHANICAL, ETC) HAVE BEEN SET. CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL TRADES.
  20. ALL BAR PLACING AND BENDING SHALL BE IN ACCORDANCE WITH ACI 315.
  21. ALL CONSTRUCTION JOINTS, EXCEPT THOSE IN SLAB ON GROUND SHALL BE KEPT WITH REINFORCEMENT CONTINUOUS ACROSS THE JOINT.

**TYPICAL VINYL-COATED CHAIN LINK FENCE**  
N.T.S.



**CONCRETE STAIR DETAIL**  
WITH TYPICAL STAIR REINFORCEMENT  
SCALE: 1" = 5'

**REVISION SUMMARY:**  
1. REVISED PER DEP REVIEW COMMENTS: 09-16-2015  
2. REVISED AS PER NEW SITE LAYOUT: 01-03-2021



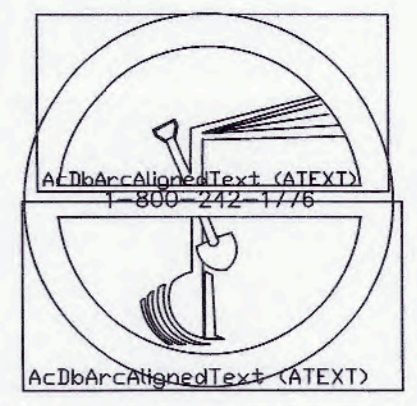
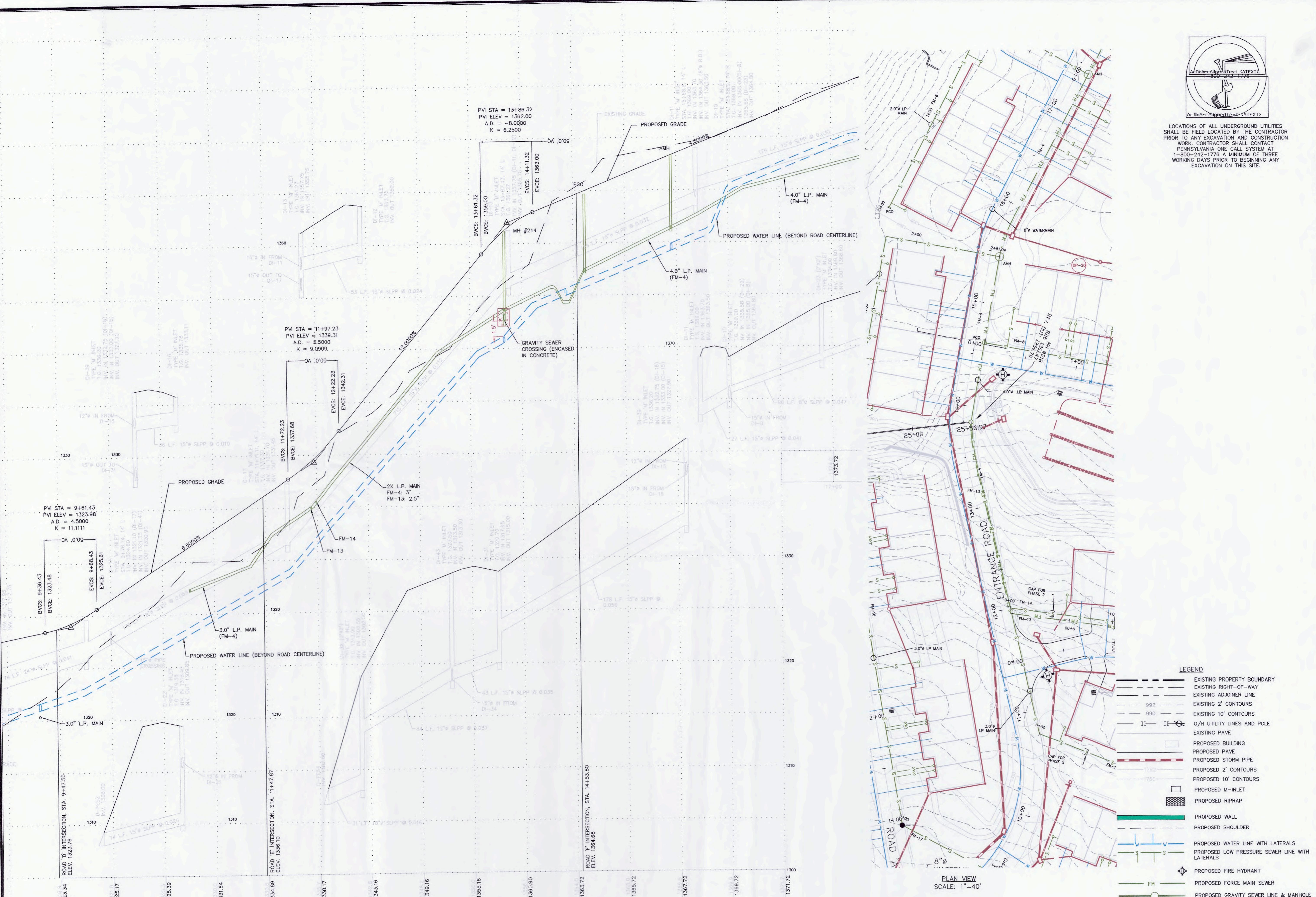
SCALE: NTS  
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DWG#: E-11069  
TAX#: AS NOTED  
DB/PG: AS NOTED  
CLIENT: POCONO LAKEFRONT, LLC  
DRAWN BY: LMM  
SHEET #: C-13

YARD DETAILS  
POCONO LAKEFRONT-PHASE 1  
PALMYRA TOWNSHIP - PIKE COUNTY - PENNSYLVANIA  
S.R. 507  
WATER QUALITY  
MANAGEMENT PERMIT



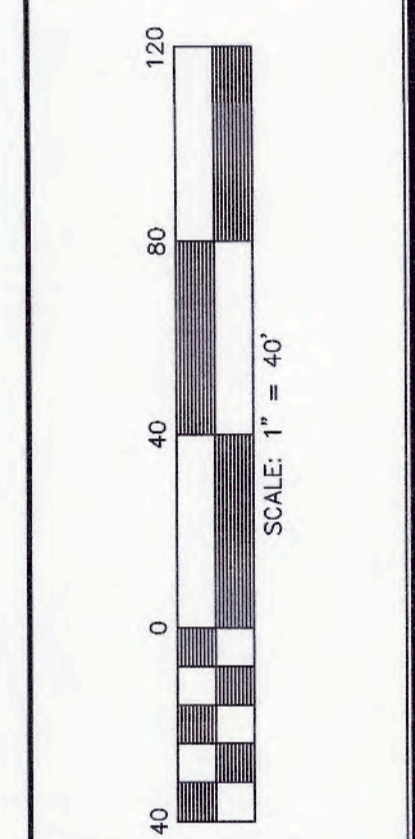
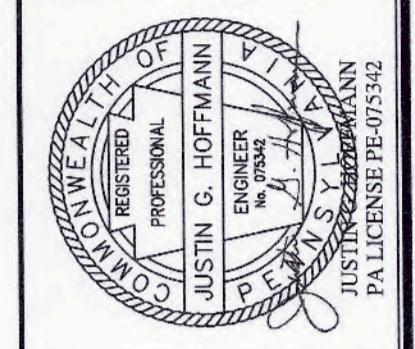
CLEAN WATER PROGRAM  
COUNTY: MUNCIE  
APR 12 2022  
FACILITY NAME:  
PERMIT#





LOCATIONS OF ALL UNDERGROUND UTILITIES SHALL BE FIELD LOCATED BY THE CONTRACTOR PRIOR TO ANY EXCAVATION AND CONSTRUCTION WORK. CONTRACTOR SHALL CONTACT PENNSYLVANIA ONE CALL SYSTEM AT 1-800-242-1778 A MINIMUM OF THREE WORKING DAYS PRIOR TO BEGINNING ANY EXCAVATION ON THIS SITE.

REVISION SUMMARY:  
 1. REVISED PER DEP REVIEW COMMENTS: 09-16-2015  
 2. REVISED AS PER NEW SITE LAYOUT: 01-05-2021



SCALE: 1" = 40'  
 DATE: 09-10-2015  
 DWG.#: E-11099  
 TAX#: AS NOTED  
 DB/IG: AS NOTED  
 CLIENT: POCONO LAKEFRONT, LLC  
 DRAWN BY: LMM  
 SHEET #: P-2

UTILITY PLAN AND PROFILE:  
 ENTRANCE ROAD  
 POCONO LAKEFRONT-PHASE 1  
 PALMTRA TOWNSHIP - FIRE COUNTY - PENNSYLVANIA  
 S.R. 507  
 WATER QUALITY  
 MANAGEMENT PERMIT

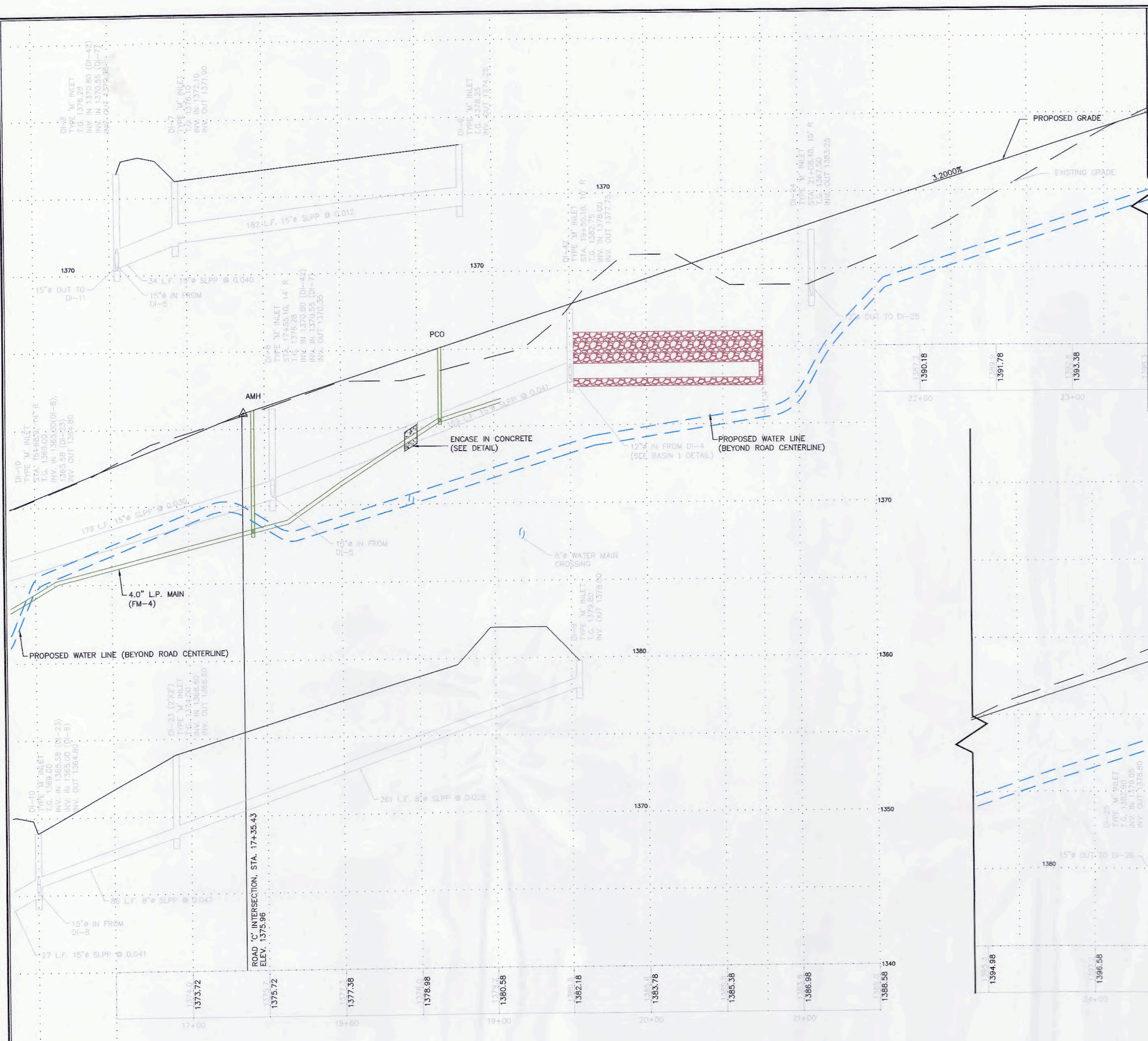


- LEGEND**
- EXISTING PROPERTY BOUNDARY
  - EXISTING RIGHT-OF-WAY
  - EXISTING ADJOINER LINE
  - 992 --- EXISTING 2' CONTOURS
  - 990 --- EXISTING 10' CONTOURS
  - II --- II --- O/H UTILITY LINES AND POLE
  - EXISTING PAVE
  - PROPOSED BUILDING
  - PROPOSED PAVE
  - PROPOSED STORM PIPE
  - 1782 --- PROPOSED 2' CONTOURS
  - 1780 --- PROPOSED 10' CONTOURS
  - PROPOSED RIPRAP
  - PROPOSED WALL
  - PROPOSED SHOULDER
  - PROPOSED WATER LINE WITH LATERALS
  - PROPOSED LOW PRESSURE SEWER LINE WITH LATERALS
  - PROPOSED FIRE HYDRANT
  - FM --- PROPOSED FORCE MAIN SEWER
  - G --- PROPOSED GRAVITY SEWER LINE & MANHOLE
  - FCO --- PROPOSED FIELD CLEANOUT
  - PCO --- PRESSURE SEWER MANHOLE WITH CLEANOUT
  - AMH --- AIR RELEASE VALVE SEWER MANHOLE
  - --- EXISTING WATER LINE
  - --- PROPOSED WATER LINE

PLAN VIEW  
 SCALE: 1"=40'

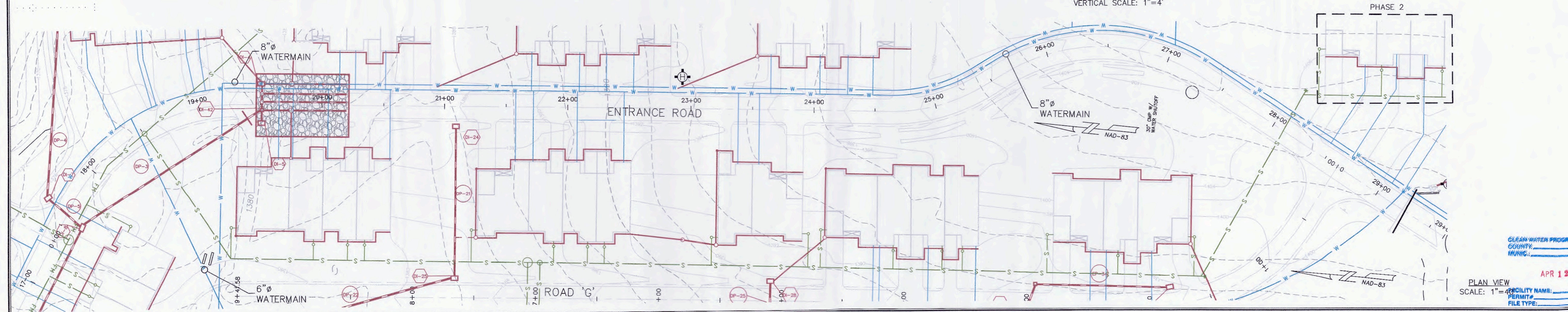
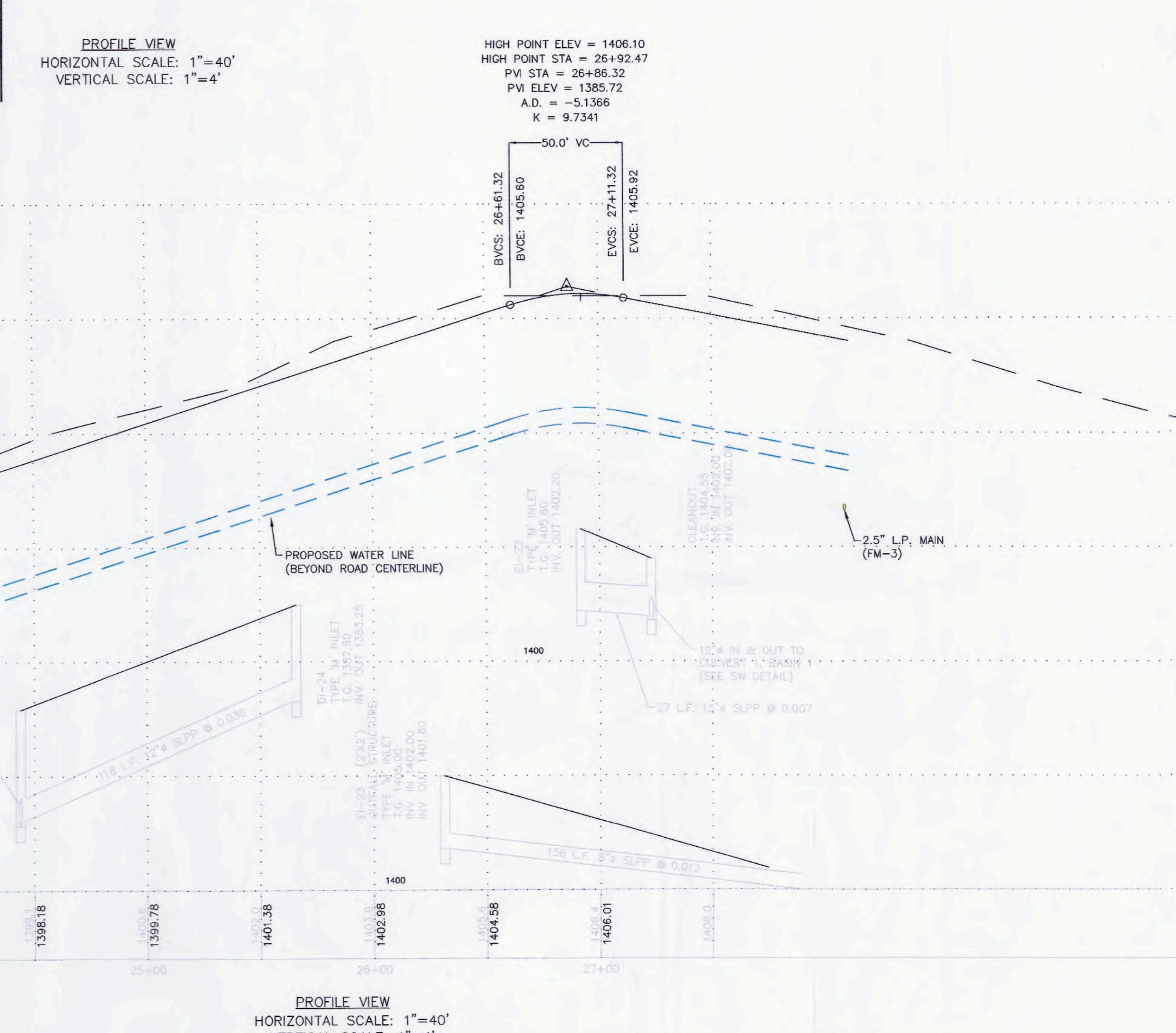
PROFILE VIEW  
 HORIZONTAL SCALE: 1"=40'  
 VERTICAL SCALE: 1"=4'

APR 12 2022



**LEGEND**

- EXISTING PROPERTY BOUNDARY
- EXISTING RIGHT-OF-WAY
- EXISTING ADJONER LINE
- EXISTING 2' CONTOURS
- EXISTING 10' CONTOURS
- O/H UTILITY LINES AND POLE
- EXISTING PAVE
- PROPOSED BUILDING
- PROPOSED PAVE
- PROPOSED STORM PIPE
- PROPOSED 2' CONTOURS
- PROPOSED 10' CONTOURS
- PROPOSED M-INLET
- PROPOSED RIPRAP
- PROPOSED WALL
- PROPOSED SHOULDER
- PROPOSED WATER LINE WITH LATERALS
- PROPOSED LOW PRESSURE SEWER LINE WITH LATERALS
- PROPOSED FIRE HYDRANT
- PROPOSED FORCE MAIN SEWER
- PROPOSED GRAVITY SEWER LINE & MANHOLE
- PROPOSED FIELD CLEANOUT
- PRESSURE SEWER MANHOLE WITH CLEANOUT
- AIR RELEASE VALVE SEWER MANHOLE
- EXISTING WATER LINE
- PROPOSED WATER LINE



**REVISION SUMMARY:**

1. REVISED PER DEP REVIEW COMMENTS: 09-16-2015
2. REVISED AS PER NEW SITE LAYOUT: 01-05-2021

**SCALE:** 1"=40'

**DATE:** 09-10-2015

**DWG.#:** E-1049

**TAXE:** AS NOTED

**DB/PG:** AS NOTED

**CLIENT:** POCONO LAKEFRONT, LLC

**DRAWN BY:** LMM

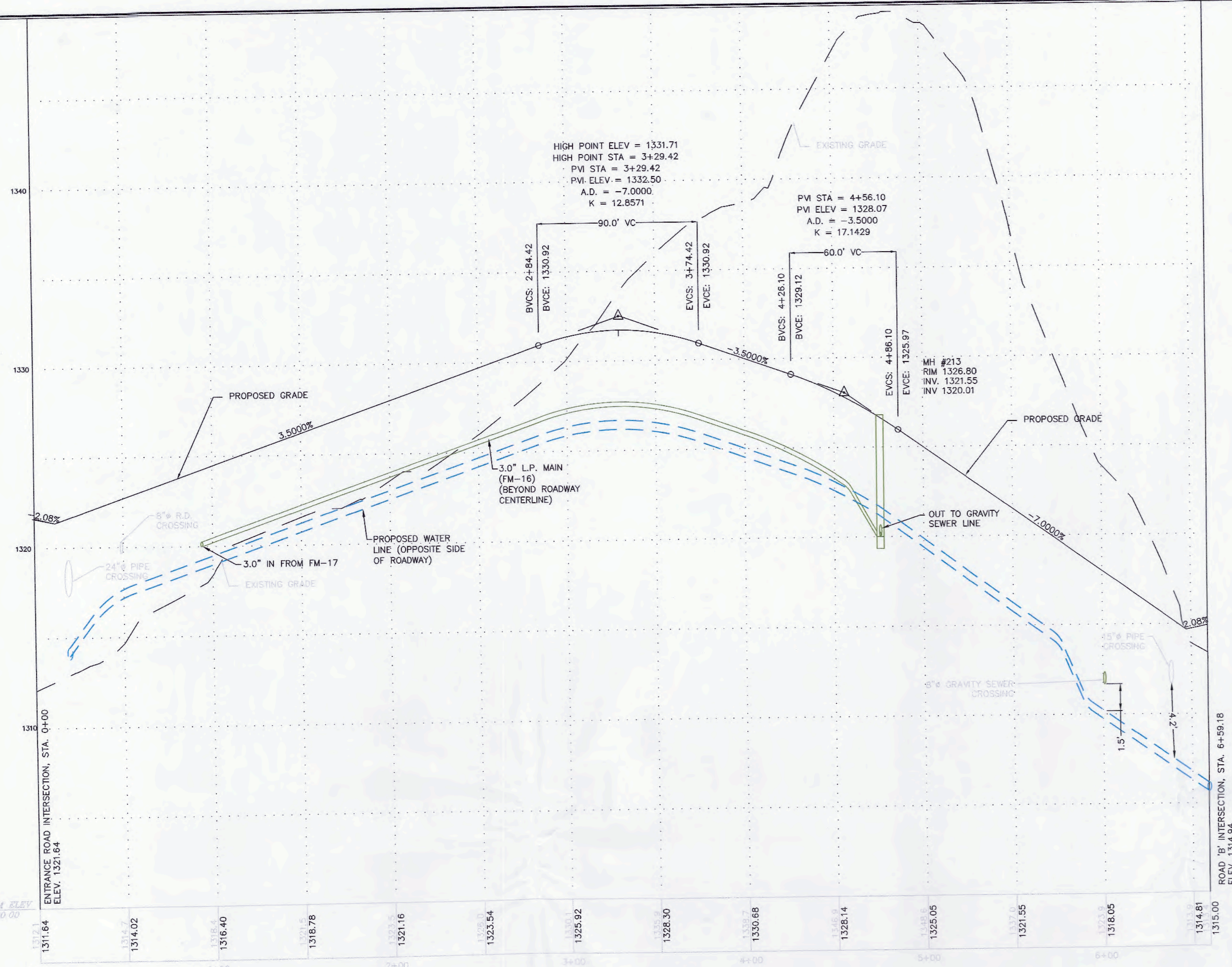
**SHEET #:** P-3

**UTILITY PLAN AND PROFILE:**  
 ENTRANCE ROAD  
 POCONO LAKEFRONT-PHASE 1  
 S.R. 507  
 PALMYRA TOWNSHIP - PIKE COUNTY - PENNSYLVANIA

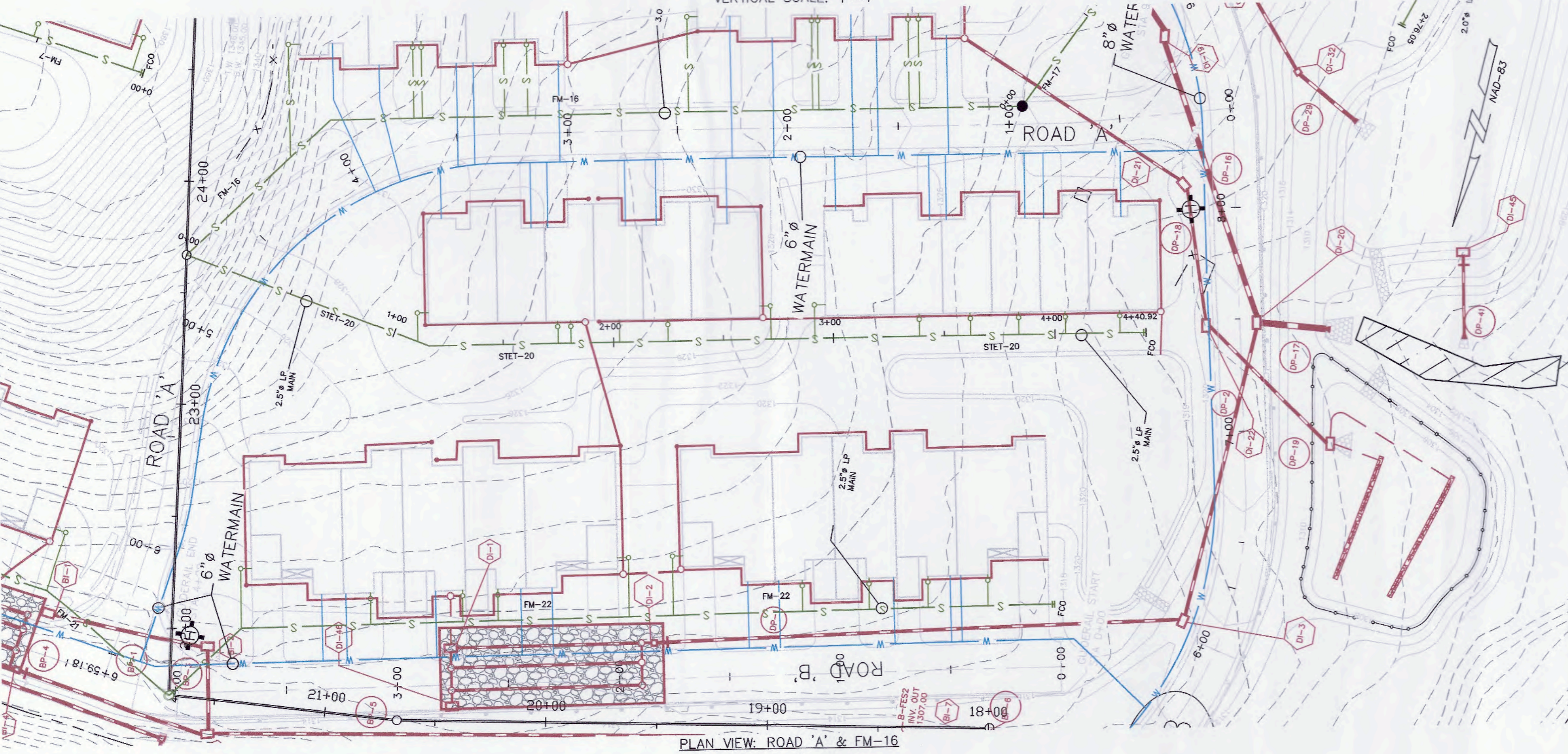
**WATER QUALITY MANAGEMENT PERMIT**

**CLEAN WATER PROGRAM**  
 COUNTY:   
 MUNIC:   
 APR 13 2022

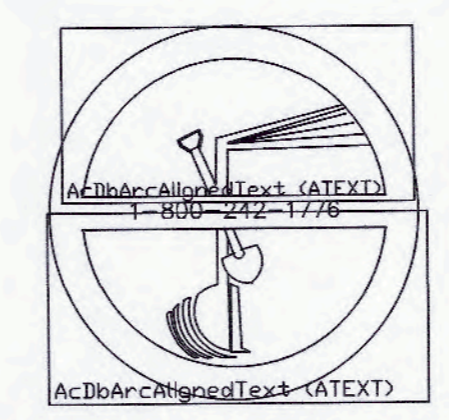
**Kiley Associates, LLC**  
 Surveyors & Engineers  
 536 FORDTOWN TURNPIKE (RT 590)  
 LAKEVILLE, PA 16838  
 570-226-9810



PROFILE VIEW: ROAD 'A' & FM-16  
 HORIZONTAL SCALE: 1"=40'  
 VERTICAL SCALE: 1"=4'



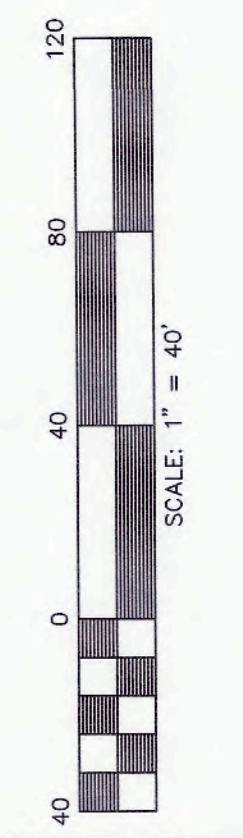
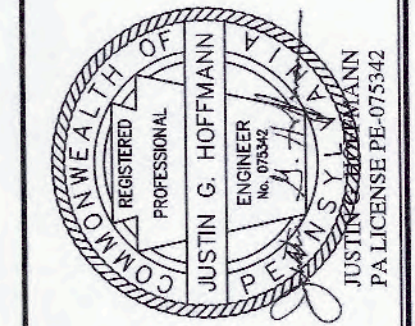
PLAN VIEW: ROAD 'A' & FM-16  
 SCALE: 1"=40'



LOCATIONS OF ALL UNDERGROUND UTILITIES SHALL BE FIELD LOCATED BY THE CONTRACTOR PRIOR TO ANY EXCAVATION AND CONSTRUCTION WORK. CONTRACTOR SHALL CONTACT PENNSYLVANIA ONE CALL SYSTEM AT 1-800-242-1776 A MINIMUM OF THREE WORKING DAYS PRIOR TO BEGINNING ANY EXCAVATION ON THIS SITE.

- LEGEND**
- EXISTING PROPERTY BOUNDARY
  - EXISTING RIGHT-OF-WAY
  - EXISTING ADJOINER LINE
  - 992 --- EXISTING 2' CONTOURS
  - 990 --- EXISTING 10' CONTOURS
  - II --- II --- O/H UTILITY LINES AND POLE
  - EXISTING PAVE
  - PROPOSED BUILDING
  - PROPOSED PAVE
  - PROPOSED STORM PIPE
  - 1762 --- PROPOSED 2' CONTOURS
  - 1760 --- PROPOSED 10' CONTOURS
  - PROPOSED M-INLET
  - PROPOSED RIPRAP
  - PROPOSED WALL
  - PROPOSED SHOULDER
  - PROPOSED WATER LINE WITH LATERALS
  - PROPOSED LOW PRESSURE SEWER LINE WITH LATERALS
  - PROPOSED FIRE HYDRANT
  - FM --- PROPOSED FORCE MAIN SEWER
  - FCO --- PROPOSED FIELD CLEANOUT
  - PCO --- PRESSURE SEWER MANHOLE WITH CLEANOUT
  - AMH --- AIR RELEASE VALVE SEWER MANHOLE
  - EXISTING WATER LINE
  - PROPOSED WATER LINE

REVISION SUMMARY:  
 1. REVISED PER DEP REVIEW COMMENTS: 09-16-2015  
 2. REVISED AS PER NEW SITE LAYOUT: 01-05-2021



SCALE: 1"=40'  
 DATE: 09-16-2015  
 DWG #: E-1049  
 T.A.S.F.: AS NOTED  
 CLIENT: POCONO LAKEFRONT, LLC  
 DRAWN BY: LMM  
 SHEET #: P-4

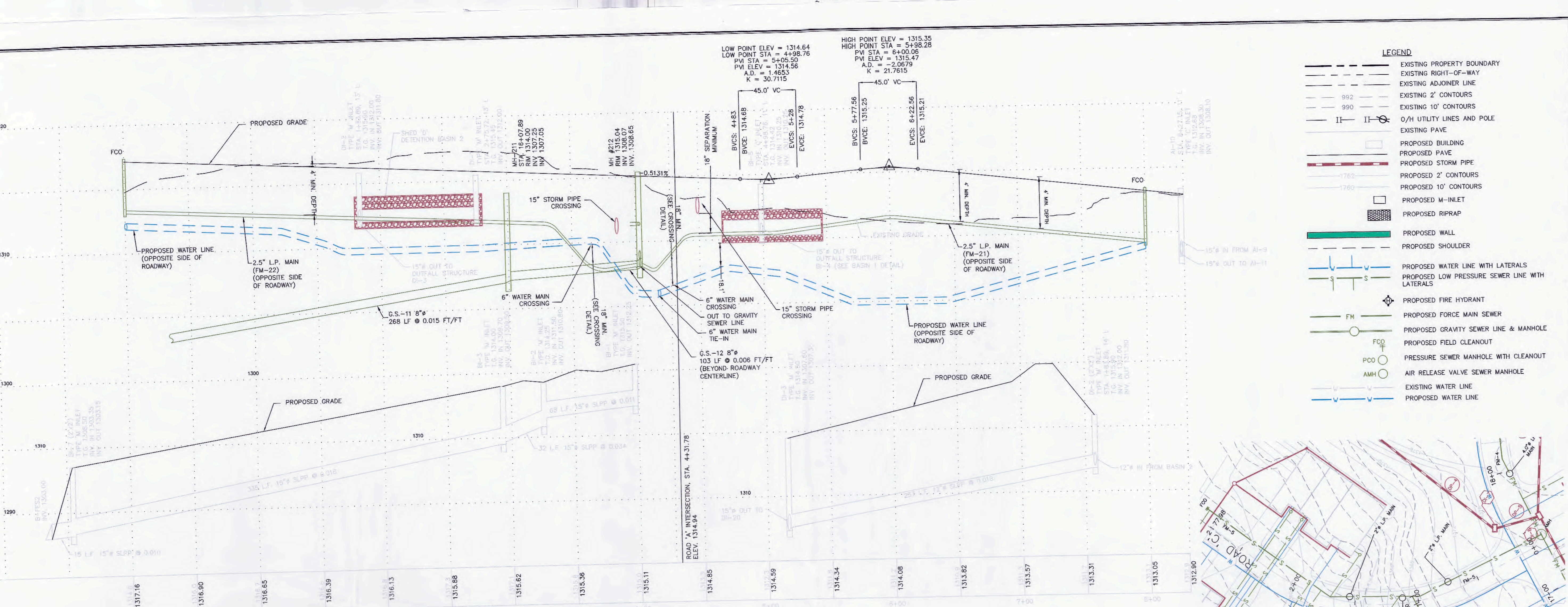
UTILITY PLAN AND PROFILE:  
 ROAD 'A' & FM-16  
 POCONO LAKEFRONT-PHASE 1  
 PALMYRA TOWNSHIP - FIRE COUNTY, PENNSYLVANIA  
 S.R. 307  
 WATER QUALITY  
 MANAGEMENT PERMIT

CLEAN WATER PROGRAM  
 COUNTY MUNC.:

APR 12 2022

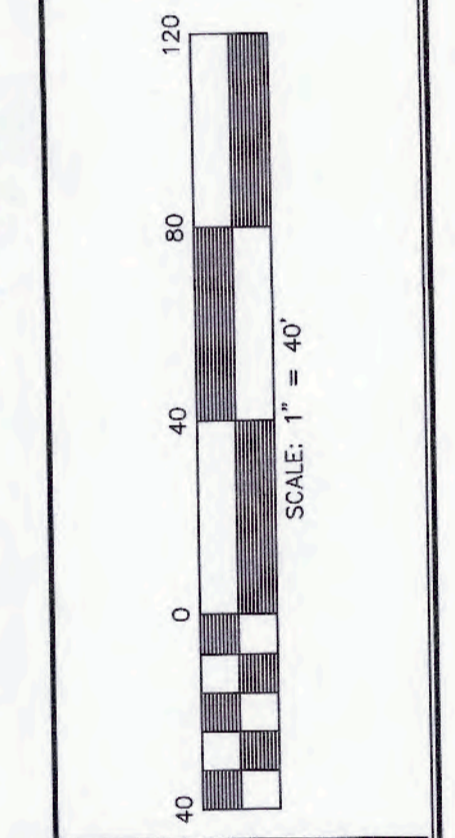
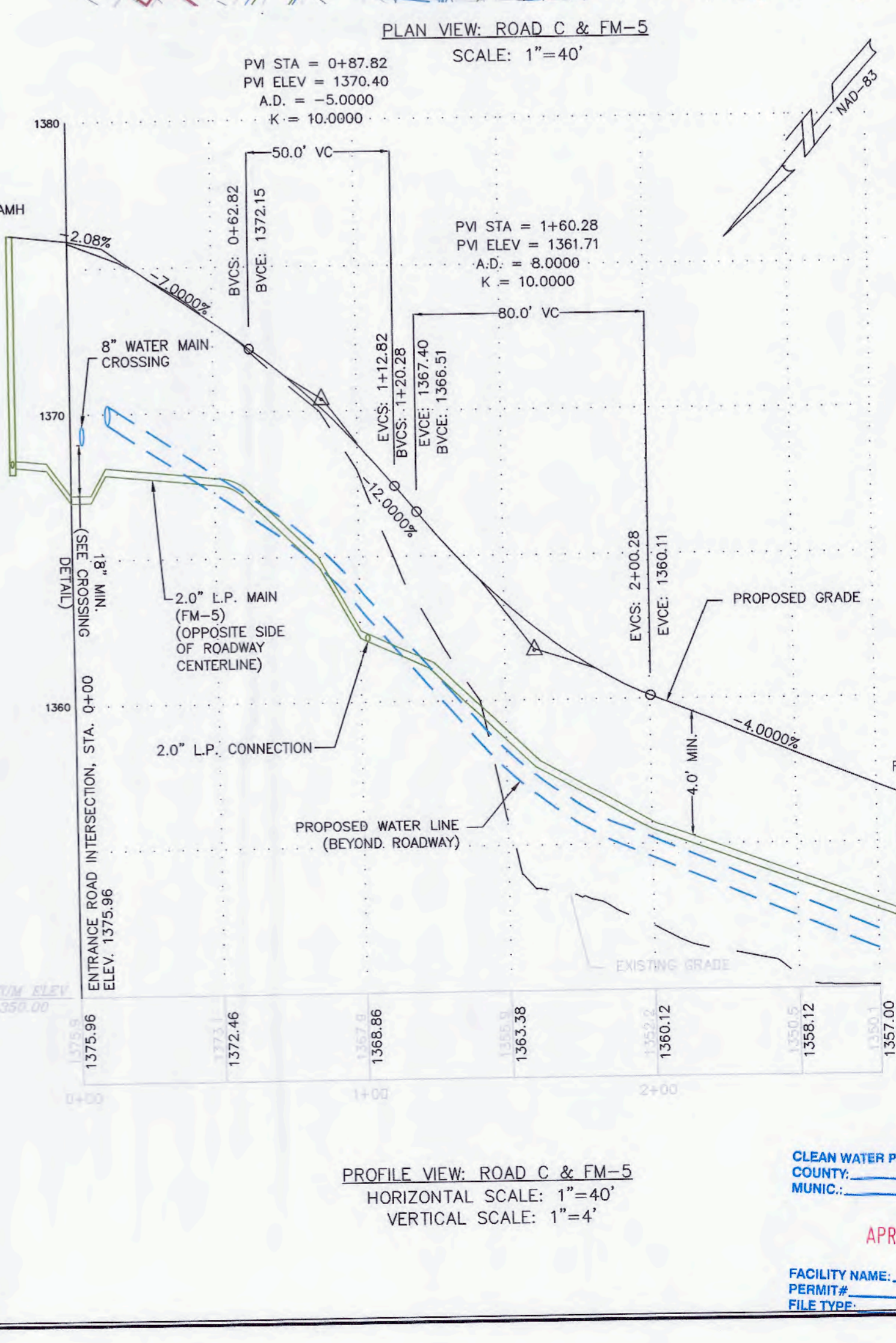
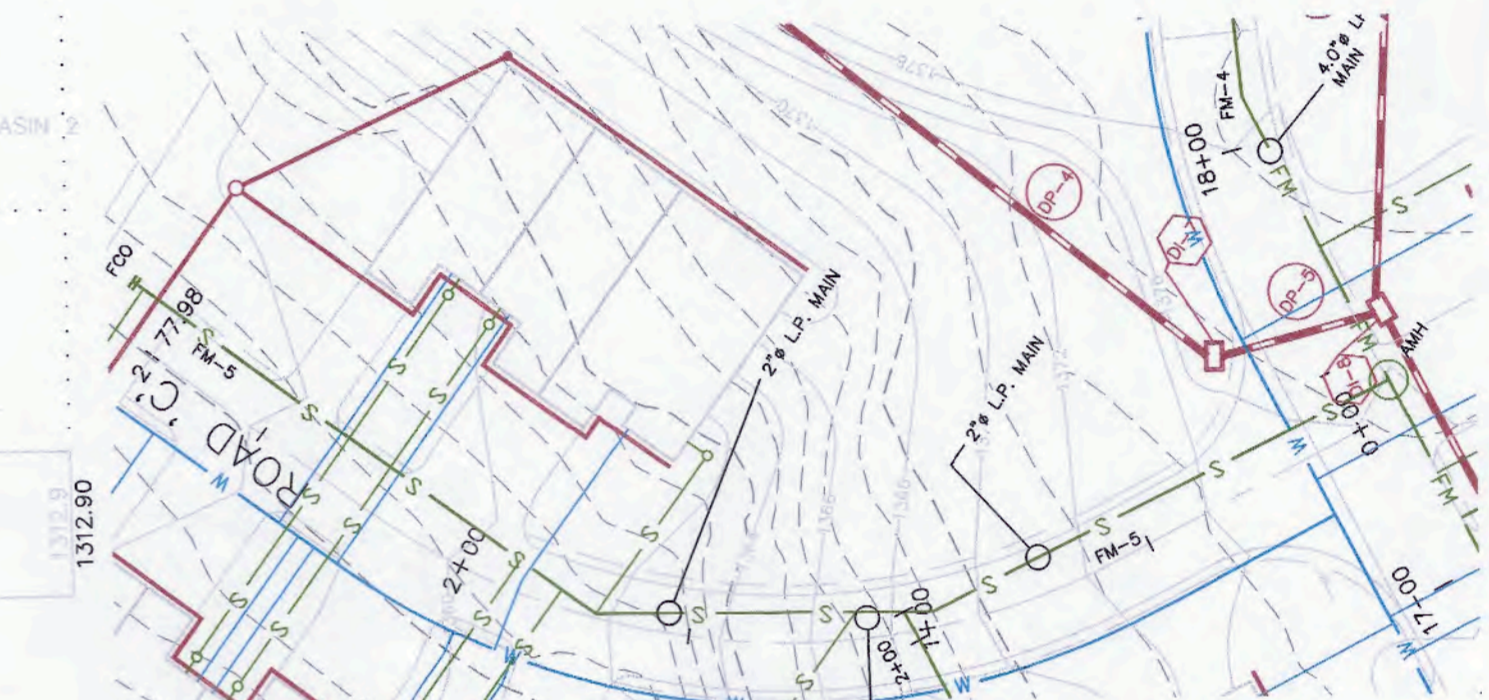
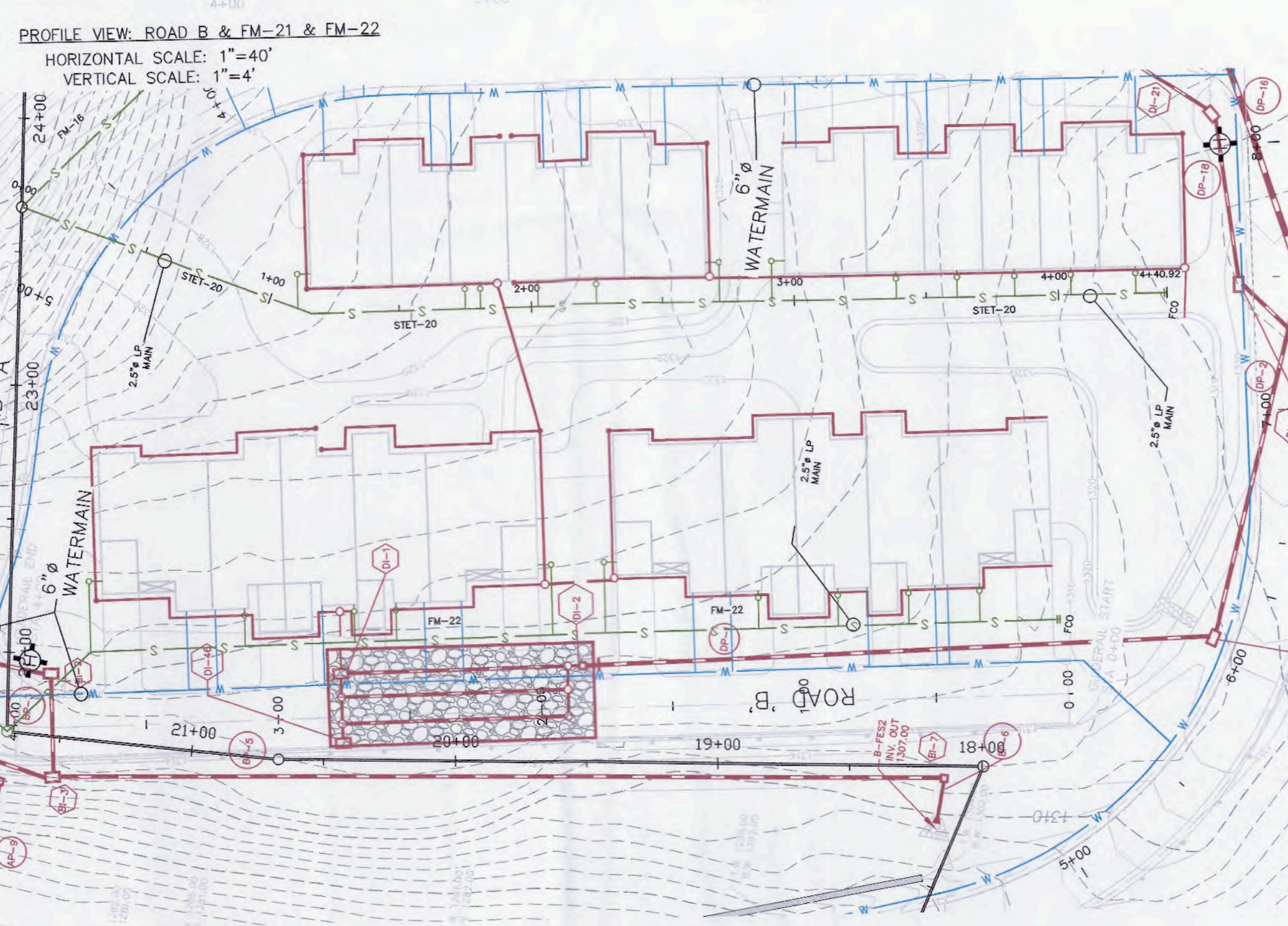
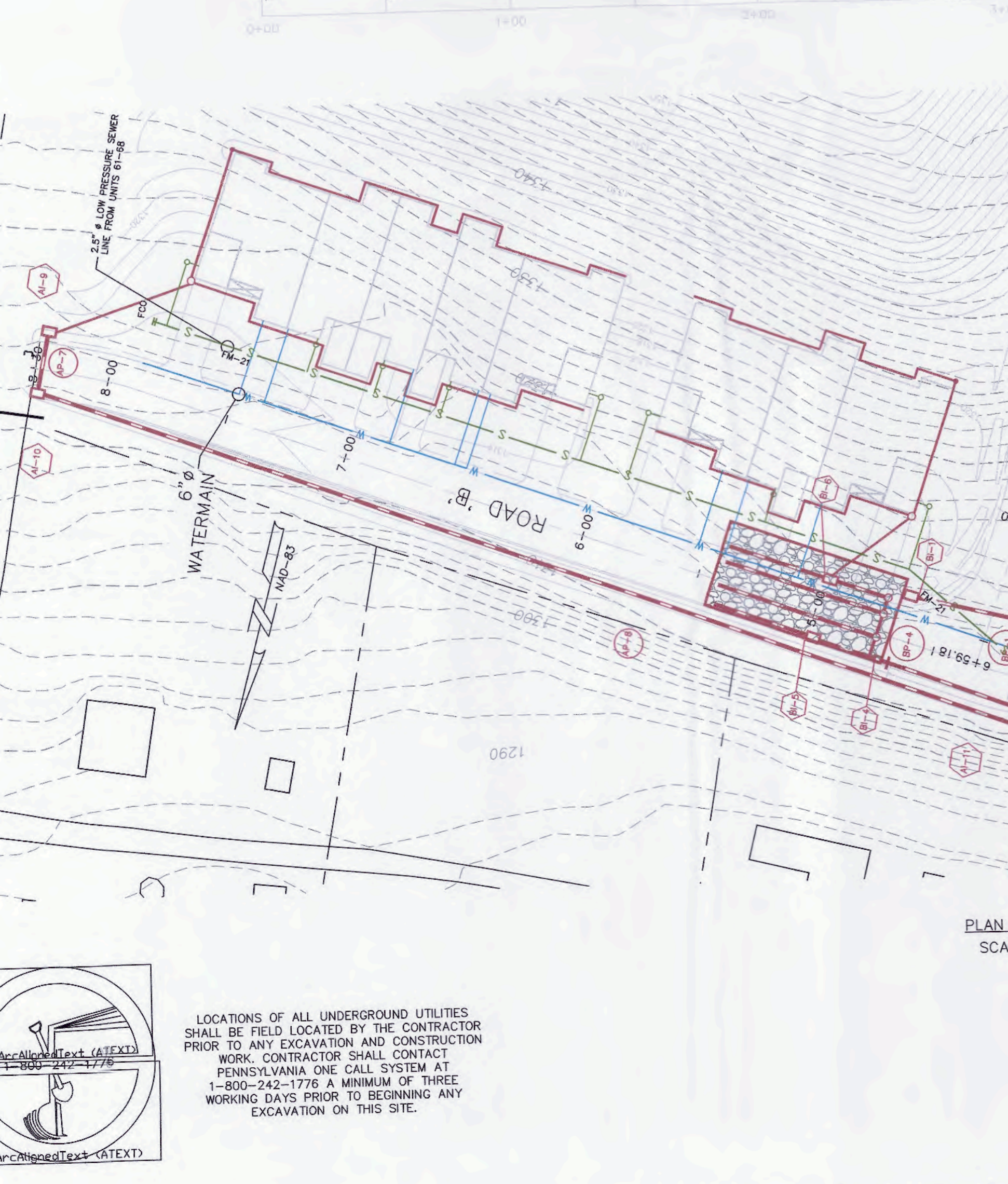
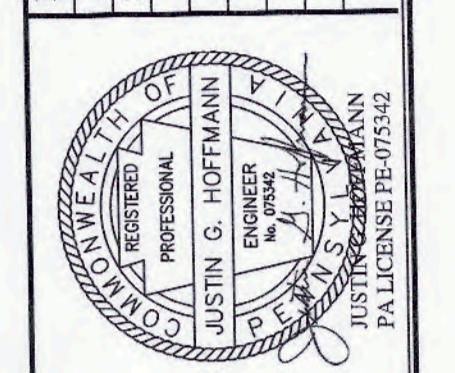
FACILITY NAME:  
 PERMIT #:  
 FILE TYPE:

**Kiley Associates, LLC**  
 Surveyors & Engineers  
 536 PURDY TOWN TURNPIKE (RT 990)  
 LAKEVILLE PA 18438  
 717-266-9940



- LEGEND**
- EXISTING PROPERTY BOUNDARY
  - EXISTING RIGHT-OF-WAY
  - EXISTING ADJOINER LINE
  - 992 EXISTING 2' CONTOURS
  - 990 EXISTING 10' CONTOURS
  - O/H UTILITY LINES AND POLE
  - EXISTING PAVE
  - ▭ PROPOSED BUILDING
  - ▭ PROPOSED PAVE
  - ▭ PROPOSED STORM PIPE
  - 1762 PROPOSED 2' CONTOURS
  - 1760 PROPOSED 10' CONTOURS
  - PROPOSED M-INLET
  - ▭ PROPOSED RIPRAP
  - ▭ PROPOSED WALL
  - ▭ PROPOSED SHOULDER
  - PROPOSED WATER LINE WITH LATERALS
  - PROPOSED LOW PRESSURE SEWER LINE WITH LATERALS
  - ⊕ PROPOSED FIRE HYDRANT
  - PROPOSED FORCE MAIN SEWER
  - PROPOSED GRAVITY SEWER LINE & MANHOLE
  - PROPOSED FIELD CLEANOUT
  - PRESSURE SEWER MANHOLE WITH CLEANOUT
  - AIR RELEASE VALVE SEWER MANHOLE
  - EXISTING WATER LINE
  - PROPOSED WATER LINE

REVISION SUMMARY:  
 1. REVISED PER DEP REVIEW COMMENTS: 09-16-2015  
 2. REVISED AS PER NEW SITE LAYOUT: 01-03-2021

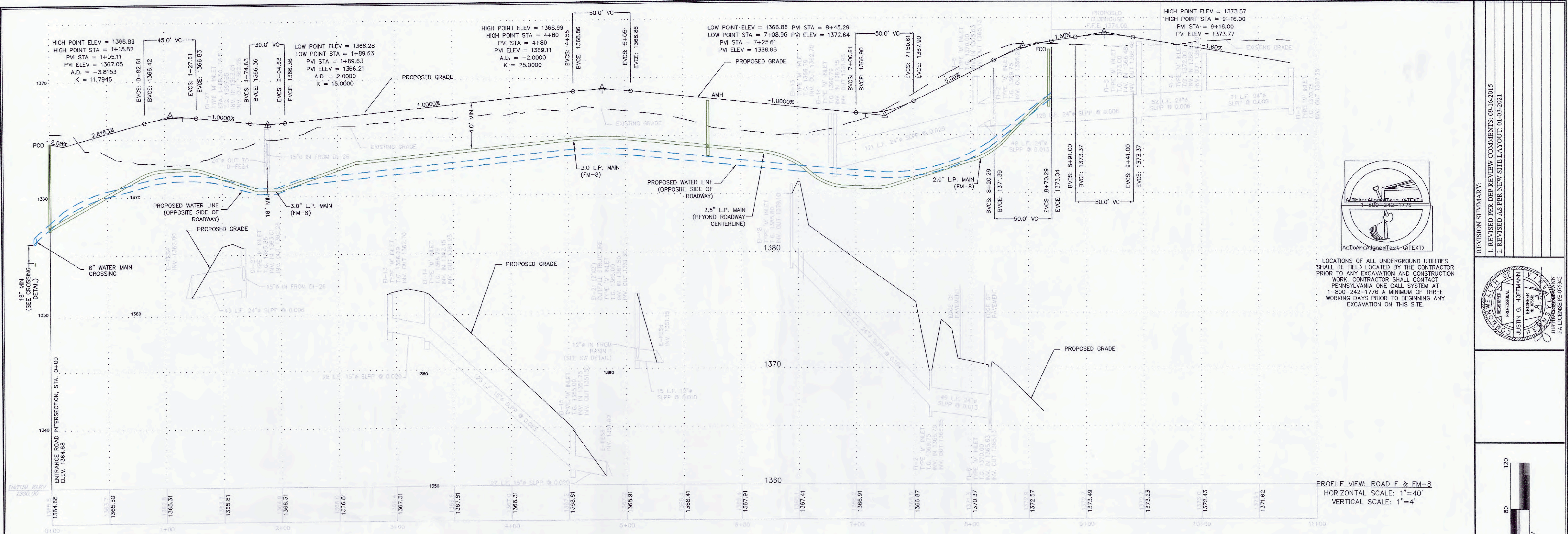


SCALE: 1"=40'  
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 DWG# E-1009  
 TANK: AS NOTED  
 DB/PG: AS NOTED  
 CLIENT: POCONO LAKEFRONT, LLC  
 PALMYRA TOWNSHIP - PIKE COUNTY - PENNSYLVANIA  
 DRAWN BY: LAM  
 SHEET #: P-5

UTILITY PLAN AND PROFILE:  
 ROAD B & C, FM-5, FM-21 &  
 POCONO LAKEFRONT-PHASE 1  
 PALMYRA TOWNSHIP - PIKE COUNTY - PENNSYLVANIA  
 WATER QUALITY  
 MANAGEMENT PERMIT

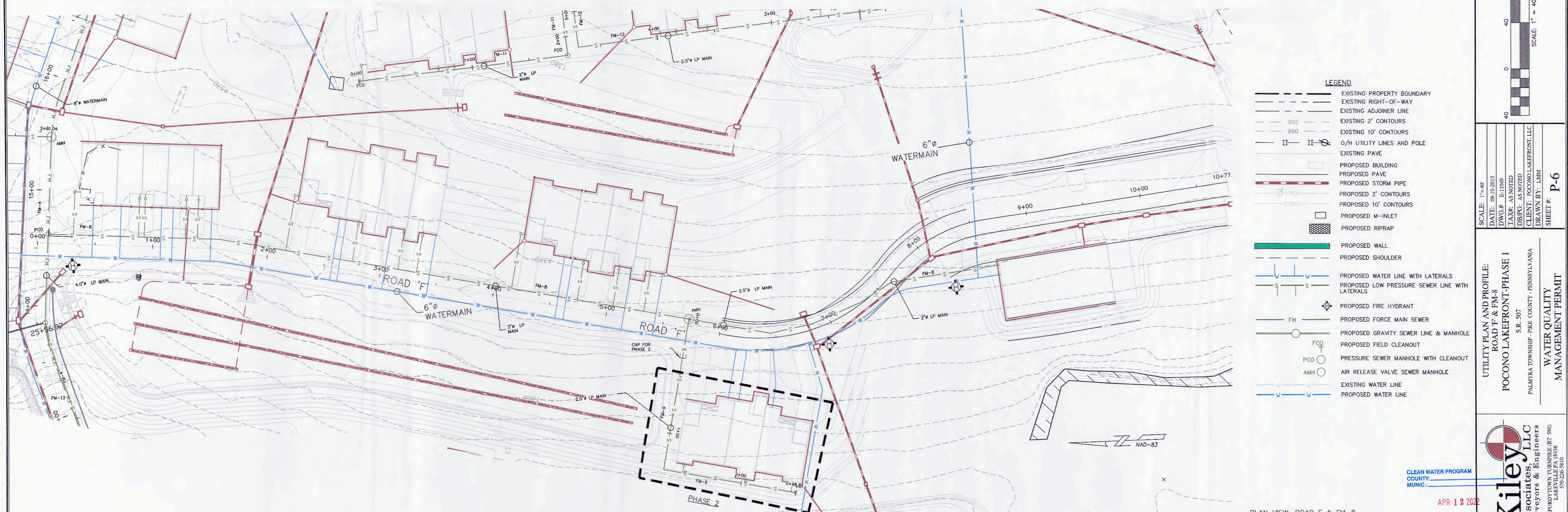
CLEAN WATER PROGRAM  
 COUNTY:  
 MUNICIPALITY:  
 APR 12 2022  
 FACILITY NAME:  
 PERMIT:  
 FILE TYPE:  
**Kiley Associates, LLC**  
 Surveyors & Engineers  
 536 RUDY TOWN TURNPIKE (RT 990)  
 LAKEHURST, NJ 08038  
 302-226-3531

LOCATIONS OF ALL UNDERGROUND UTILITIES SHALL BE FIELD LOCATED BY THE CONTRACTOR PRIOR TO ANY EXCAVATION AND CONSTRUCTION WORK. CONTRACTOR SHALL CONTACT PENNSYLVANIA ONE CALL SYSTEM AT 1-800-242-1776 A MINIMUM OF THREE WORKING DAYS PRIOR TO BEGINNING ANY EXCAVATION ON THIS SITE.



LOCATIONS OF ALL UNDERGROUND UTILITIES SHALL BE FIELD LOCATED BY THE CONTRACTOR PRIOR TO ANY EXCAVATION AND CONSTRUCTION WORK. CONTRACTOR SHALL CONTACT PENNSYLVANIA ONE CALL SYSTEM AT 1-800-242-1776 A MINIMUM OF THREE WORKING DAYS PRIOR TO BEGINNING ANY EXCAVATION ON THIS SITE.

PROFILE VIEW: ROAD F & FM-8  
HORIZONTAL SCALE: 1"=40'  
VERTICAL SCALE: 1"=4'

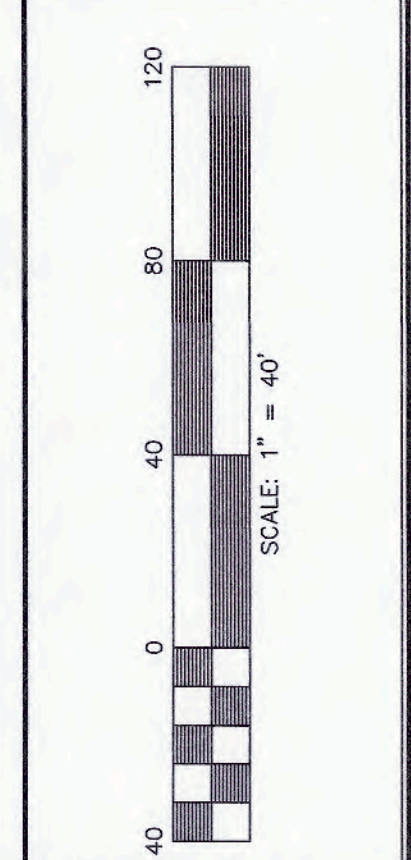
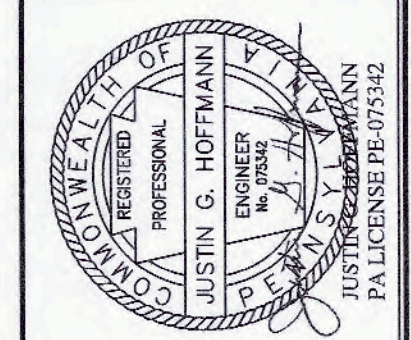


- LEGEND**
- EXISTING PROPERTY BOUNDARY
  - EXISTING RIGHT-OF-WAY
  - EXISTING ADJOINER LINE
  - EXISTING 2' CONTOURS
  - EXISTING 10' CONTOURS
  - O/H UTILITY LINES AND POLE
  - EXISTING PAVE
  - PROPOSED BUILDING
  - PROPOSED PAVE
  - PROPOSED STORM PIPE
  - PROPOSED 2' CONTOURS
  - PROPOSED 10' CONTOURS
  - PROPOSED M-INLET
  - PROPOSED RIPRAP
  - PROPOSED WALL
  - PROPOSED SHOULDER
  - PROPOSED WATER LINE WITH LATERALS
  - PROPOSED LOW PRESSURE SEWER LINE WITH LATERALS
  - PROPOSED FIRE HYDRANT
  - PROPOSED FORCE MAIN SEWER
  - PROPOSED GRAVITY SEWER LINE & MANHOLE
  - PROPOSED FIELD CLEANOUT
  - PRESSURE SEWER MANHOLE WITH CLEANOUT
  - AIR RELEASE VALVE SEWER MANHOLE
  - EXISTING WATER LINE
  - PROPOSED WATER LINE

PLAN VIEW: ROAD F & FM-8  
SCALE: 1"=40'

REVISION SUMMARY:

1. REVISED PER DEP REVIEW COMMENTS: 09-16-2015
2. REVISED PER NEW SITE LAYOUT: 01-03-2021



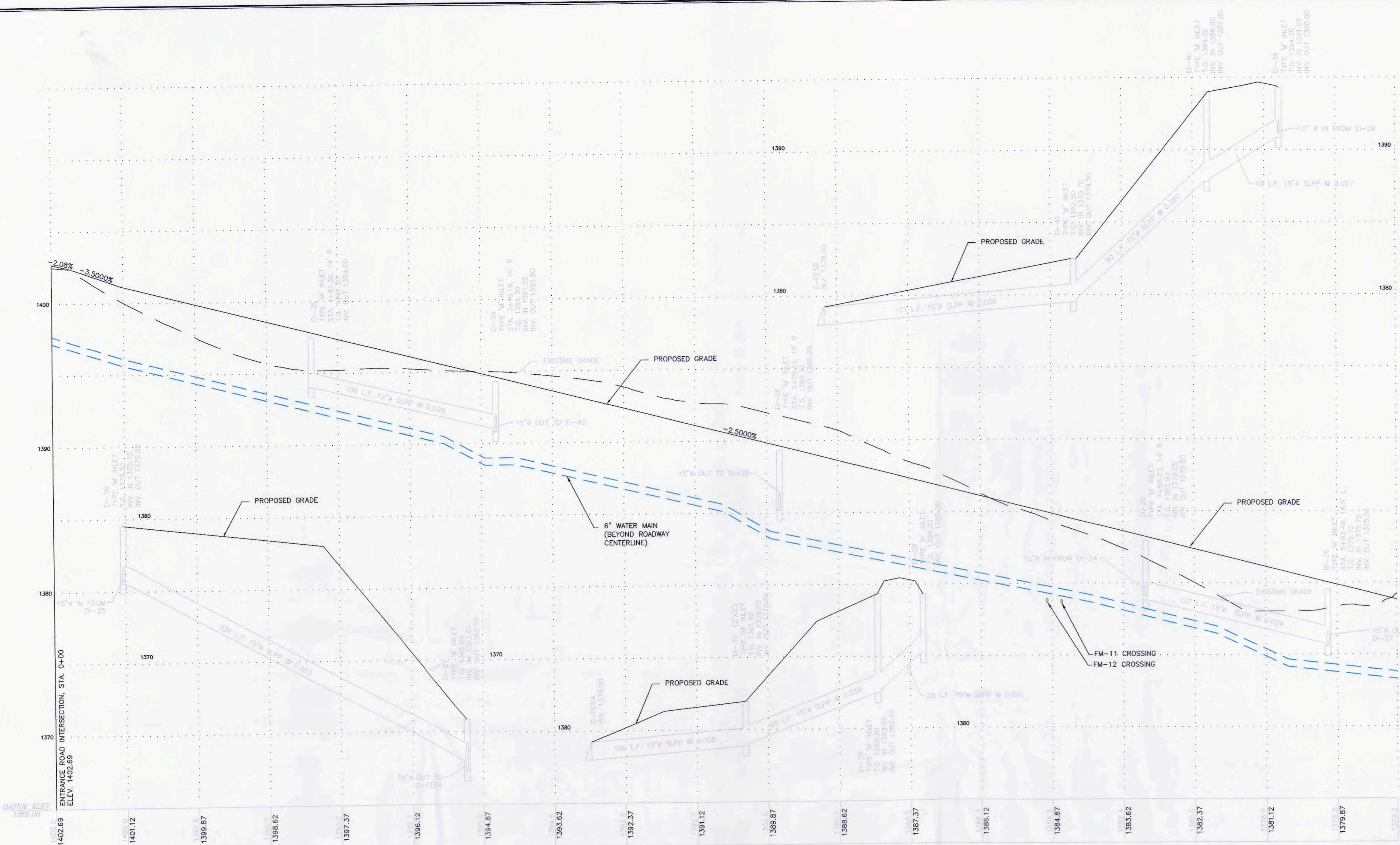
SCALE: 1"=40'

DATE: 09-16-2015  
DWG.#: E-1009  
TAX#: AS NOTED  
DB/PC: AS NOTED  
CLIENT: POCONO LAKEFRONT, LLC  
DRAWN BY: LMM  
SHEET #: P-6

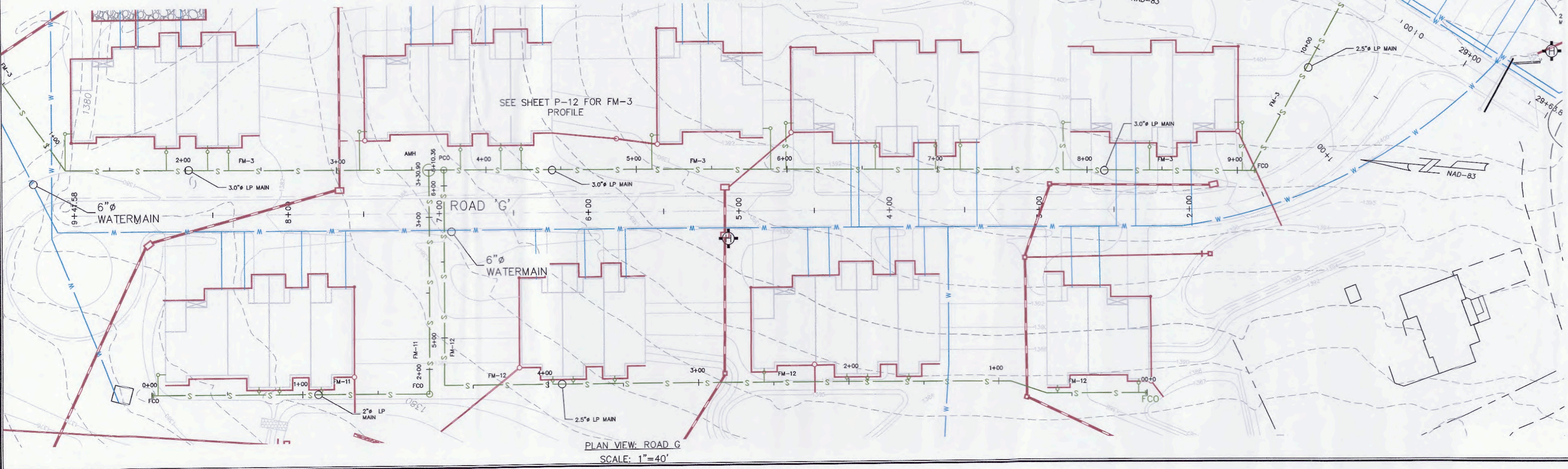
UTILITY PLAN AND PROFILE:  
ROAD F & FM-8  
POCONO LAKEFRONT-PHASE 1  
PALMYRA TOWNSHIP - PIKE COUNTY - PENNSYLVANIA  
S.R. 507  
WATER QUALITY  
MANAGEMENT PERMIT

**Kiley**  
Associates, LLC  
Surveyors & Engineers  
536 FORDY TOWN TURNPIKE (RT 380)  
LAKEVILLE PA 18438  
570-226-8810

CLEAN WATER PROGRAM  
COUNTY:  
MUNICIPALITY:  
APR 12 2022  
FACILITY NAME:  
PERMIT#:

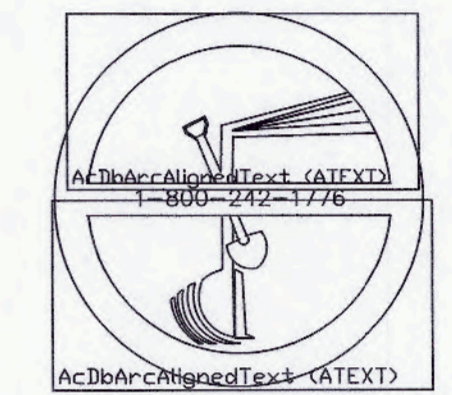


PROFILE VIEW: ROAD G  
 HORIZONTAL SCALE: 1"=40'  
 VERTICAL SCALE: 1"=4'



PLAN VIEW: ROAD G  
 SCALE: 1"=40'

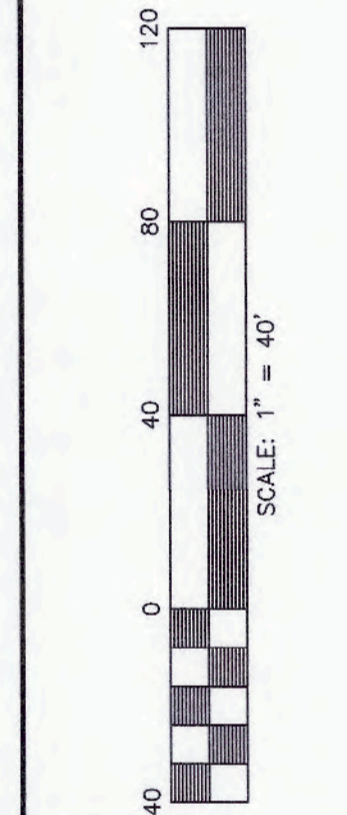
SEE SHEET P-12 FOR FM-3 PROFILE



LOCATIONS OF ALL UNDERGROUND UTILITIES SHALL BE FIELD LOCATED BY THE CONTRACTOR PRIOR TO ANY EXCAVATION AND CONSTRUCTION WORK. CONTRACTOR SHALL CONTACT PENNSYLVANIA ONE CALL SYSTEM AT 1-800-242-1776 A MINIMUM OF THREE WORKING DAYS PRIOR TO BEGINNING ANY EXCAVATION ON THIS SITE.

- LEGEND**
- EXISTING PROPERTY BOUNDARY
  - EXISTING RIGHT-OF-WAY
  - EXISTING ADJOINER LINE
  - EXISTING 2' CONTOURS
  - EXISTING 10' CONTOURS
  - O/H UTILITY LINES AND POLE
  - EXISTING PAVE
  - PROPOSED BUILDING
  - PROPOSED PAVE
  - PROPOSED STORM PIPE
  - PROPOSED 2' CONTOURS
  - PROPOSED 10' CONTOURS
  - PROPOSED M-INLET
  - PROPOSED RIPRAP
  - PROPOSED WALL
  - PROPOSED SHOULDER
  - PROPOSED WATER LINE WITH LATERALS
  - PROPOSED LOW PRESSURE SEWER LINE WITH LATERALS
  - PROPOSED FIRE HYDRANT
  - FM --- PROPOSED FORCE MAIN SEWER
  - FGD --- PROPOSED GRAVITY SEWER LINE & MANHOLE
  - FCO --- PROPOSED FIELD CLEANOUT
  - PCO --- PRESSURE SEWER MANHOLE WITH CLEANOUT
  - AMH --- AIR RELEASE VALVE SEWER MANHOLE
  - --- EXISTING WATER LINE
  - --- PROPOSED WATER LINE

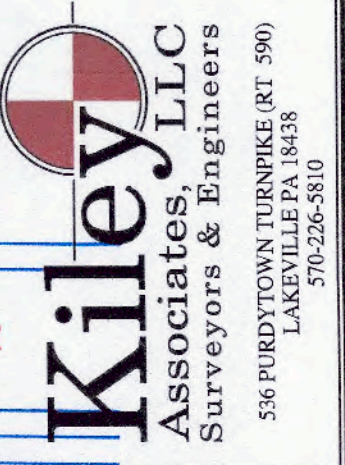
REVISION SUMMARY:  
 1. REVISED PER DEP REVIEW COMMENTS: 09-16-2015  
 2. REVISED AS PER NEW SITE LAYOUT: 01-03-2021

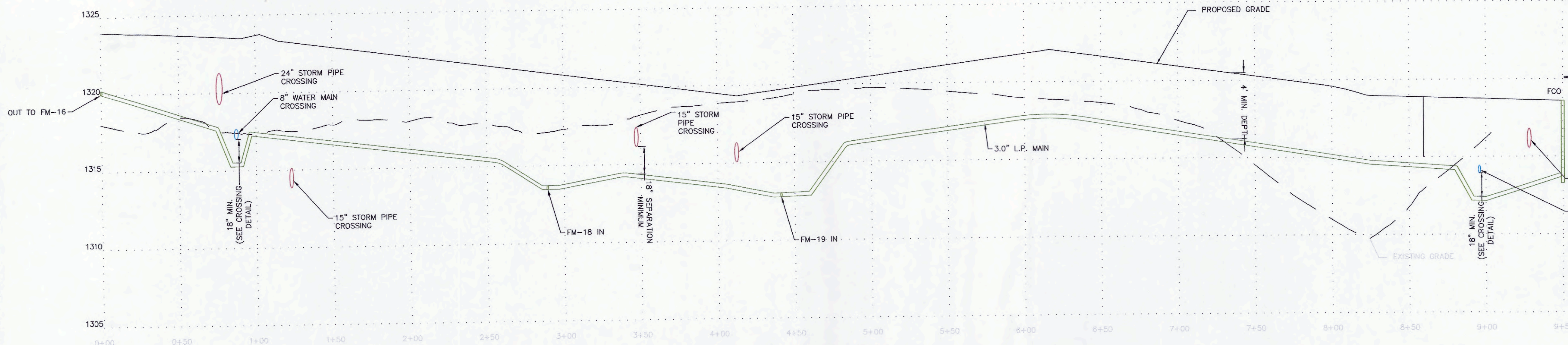


SCALE: 1"=40'  
 DATE: 09-16-2015  
 DWG.#: E-1049  
 TAX#: AS NOTED  
 DB/PG: AS NOTED  
 CLIENT: POCONO LAKEFRONT, LLC  
 DRAWN BY: LAM  
 SHEET #: P-7

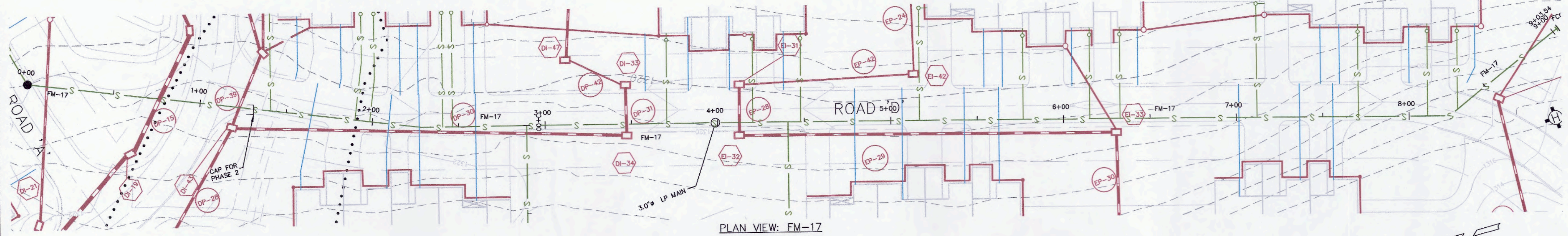
UTILITY PLAN AND PROFILE:  
 ROAD 'G'  
 POCONO LAKEFRONT-PHASE I  
 PALMYRA TOWNSHIP - PIKE COUNTY - PENNSYLVANIA  
 S.R. 507  
 WATER QUALITY  
 MANAGEMENT PERMIT

CLEAN WATER PROGRAM  
 COUNTY:  
 MUNICIPALITY:  
 APR 12 2022  
 FACILITY NAME:  
 PERMIT #:  
 FILE TYPE:





PROFILE VIEW: FM-17  
 HORIZONTAL SCALE: 1"=40'  
 VERTICAL SCALE: 1"=4'



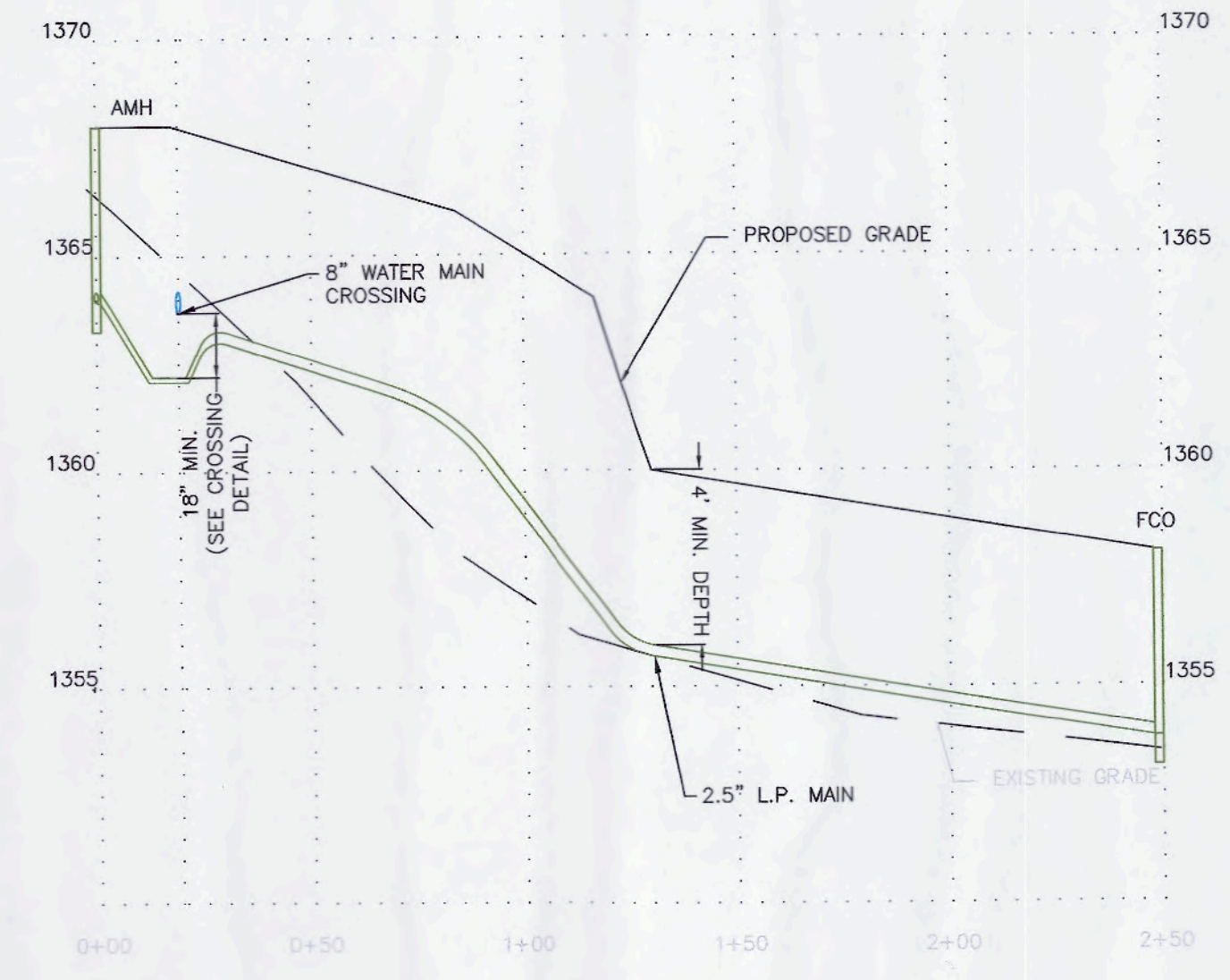
PLAN VIEW: FM-17  
 SCALE: 1"=40'

**LEGEND**

|       |  |
|-------|--|
| ---   | EXISTING PROPERTY BOUNDARY                     |
| ---   | EXISTING RIGHT-OF-WAY                          |
| ---   | EXISTING ADJONER LINE                          |
| ---   | EXISTING 2' CONTOURS                           |
| ---   | EXISTING 10' CONTOURS                          |
| II II | O/H UTILITY LINES AND POLE                     |
| ---   | EXISTING PAVE                                  |
| ---   | PROPOSED BUILDING                              |
| ---   | PROPOSED PAVE                                  |
| ---   | PROPOSED STORM PIPE                            |
| ---   | PROPOSED 2' CONTOURS                           |
| ---   | PROPOSED 10' CONTOURS                          |
| ---   | PROPOSED M-INLET                               |
| ---   | PROPOSED RIPRAP                                |
| ---   | PROPOSED WALL                                  |
| ---   | PROPOSED SHOULDER                              |
| ---   | PROPOSED WATER LINE WITH LATERALS              |
| ---   | PROPOSED LOW PRESSURE SEWER LINE WITH LATERALS |
| +     | PROPOSED FIRE HYDRANT                          |
| ---   | PROPOSED FORCE MAIN SEWER                      |
| ---   | PROPOSED GRAVITY SEWER LINE & MANHOLE          |
| ---   | PROPOSED FIELD CLEANOUT                        |
| ---   | PRESSURE SEWER MANHOLE WITH CLEANOUT           |
| ---   | AIR RELEASE VALVE SEWER MANHOLE                |
| ---   | EXISTING WATER LINE                            |
| ---   | PROPOSED WATER LINE                            |



LOCATIONS OF ALL UNDERGROUND UTILITIES SHALL BE FIELD LOCATED BY THE CONTRACTOR PRIOR TO ANY EXCAVATION AND CONSTRUCTION WORK. CONTRACTOR SHALL CONTACT PENNSYLVANIA ONE CALL SYSTEM AT 1-800-242-1776 A MINIMUM OF THREE WORKING DAYS PRIOR TO BEGINNING ANY EXCAVATION ON THIS SITE.



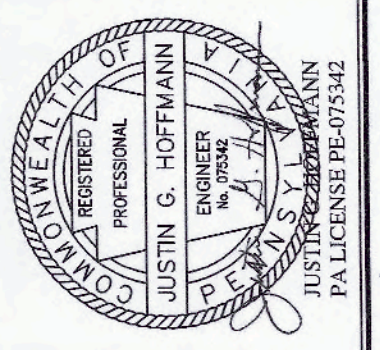
PROFILE VIEW: FM-9  
 HORIZONTAL SCALE: 1"=40'  
 VERTICAL SCALE: 1"=4'



PLAN VIEW: FM-9  
 SCALE: 1"=40'

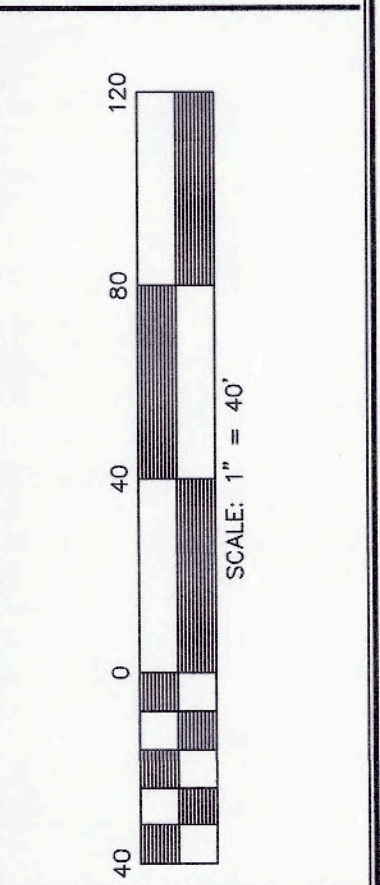
REVISION SUMMARY:

1. REVISED PER DEP REVIEW COMMENTS: 09-16-2015
2. REVISED AS PER NEW SITE LAYOUT: 01-03-2021



SCALE: 1"=40'

DATE: 09-16-2015  
 DWG.#: E-11009  
 TAX#: AS NOTED  
 DB/PK: AS NOTED  
 CLIENT: POCOINO LAKEFRONT, LLC  
 DRAWN BY: LMM



UTILITY PLAN AND PROFILE:  
 FM-9 & FM-17  
 POCOINO LAKEFRONT-PHASE 1  
 S.R. 407  
 PALMYRA TOWNSHIP - FREE COUNTY - PENNSYLVANIA

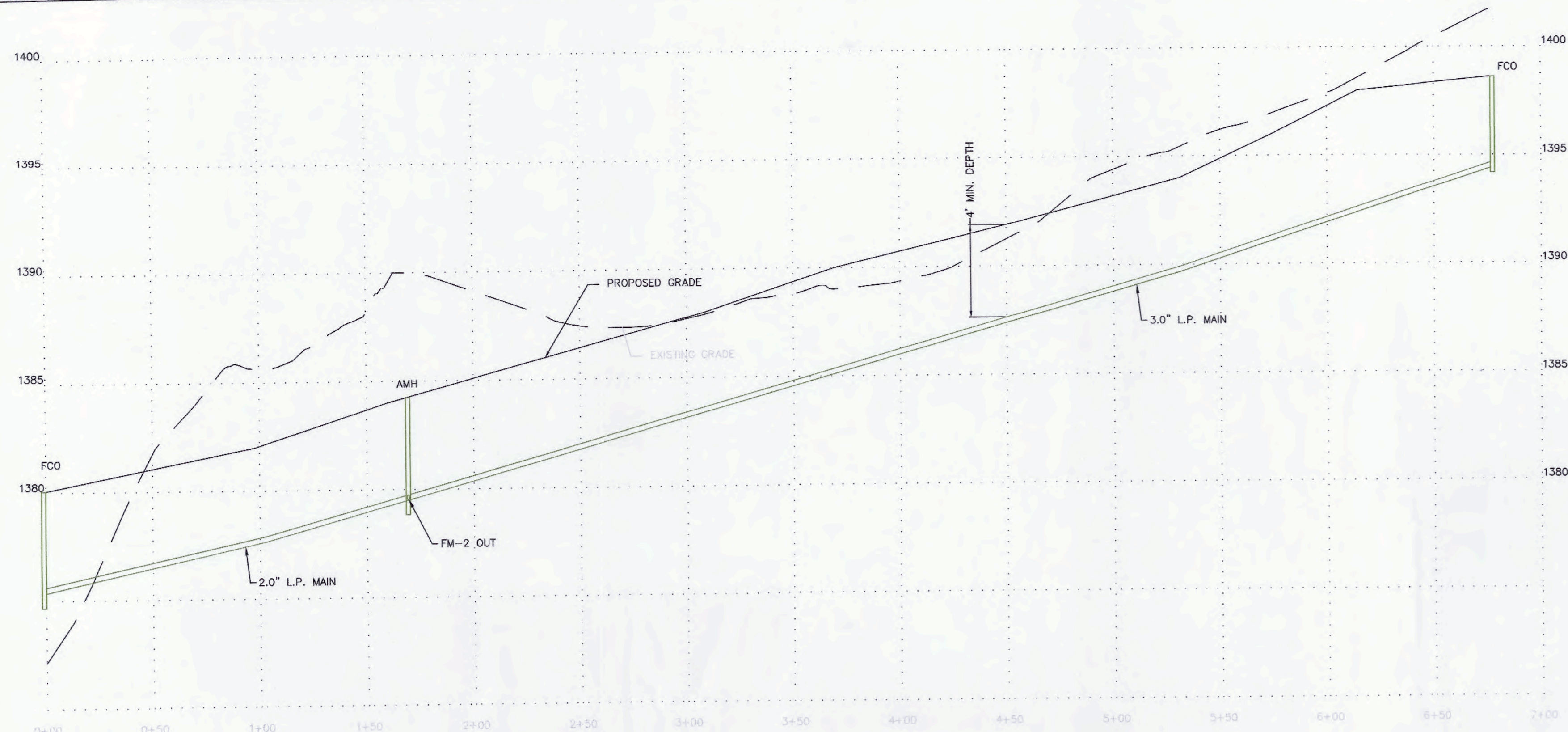
WATER QUALITY  
 MANAGEMENT PERMIT

SHEET #: P-8

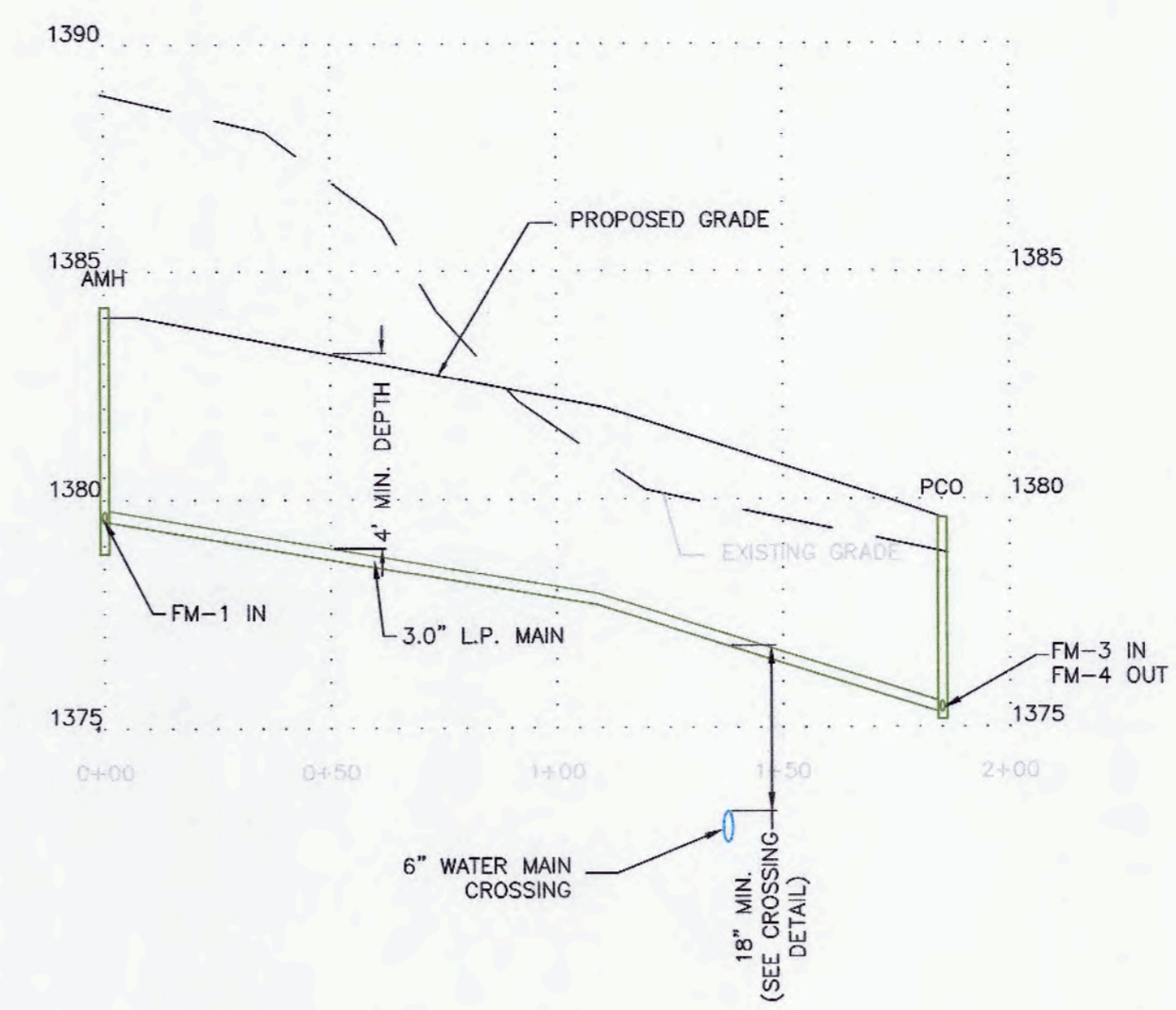
CLEAN WATER PROGRAM  
 COUNTY: \_\_\_\_\_  
 MUNIC: \_\_\_\_\_  
 APR 12 2022  
 FACILITY NAME: \_\_\_\_\_  
 PERMIT#: \_\_\_\_\_  
 FILE TYPE: \_\_\_\_\_

**Kiley Associates, LLC**  
 Surveyors & Engineers  
 536 PURDY TOWN TURNPIKE (RT 390)  
 LAUREL, PA 15055  
 LA 570-236-8810

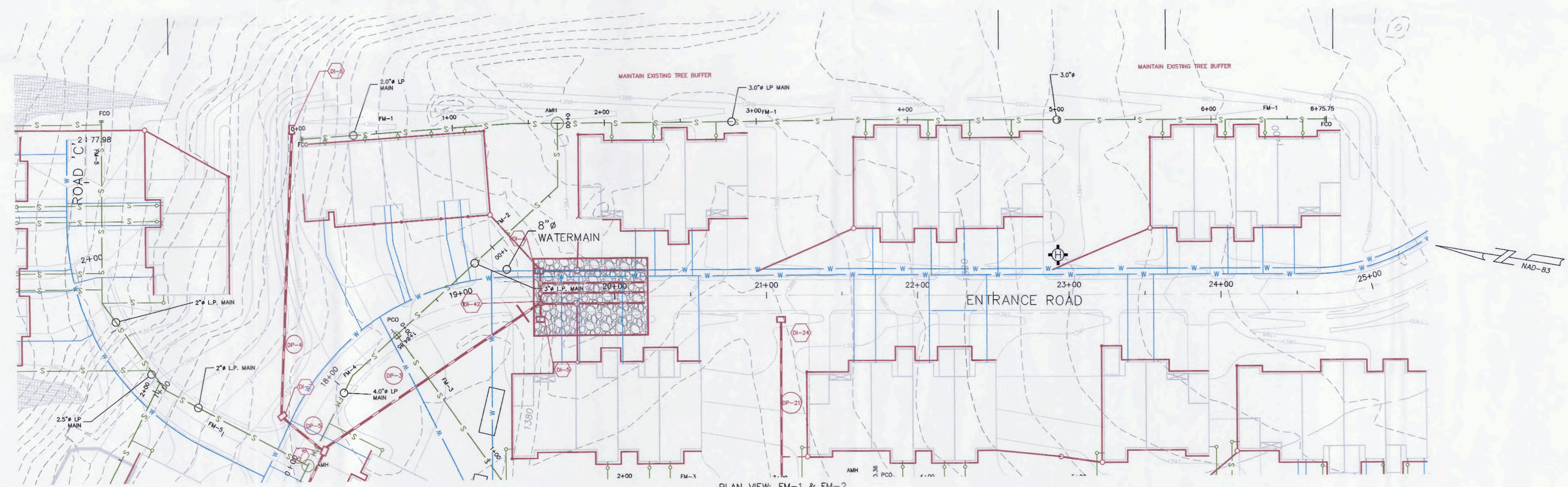




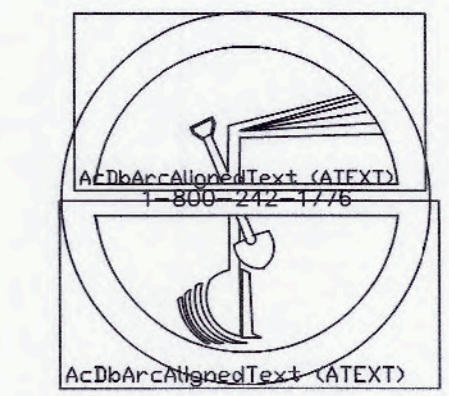
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VERTICAL SCALE: 1"=4'



PROFILE VIEW: FM-2  
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VERTICAL SCALE: 1"=4'



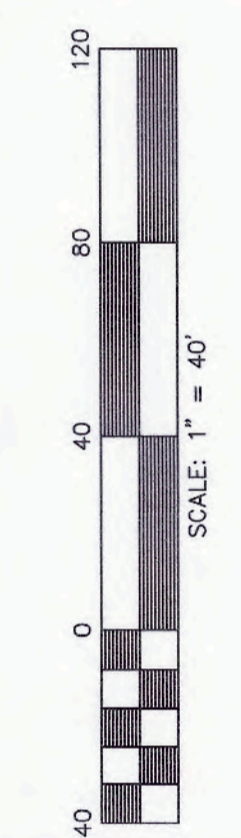
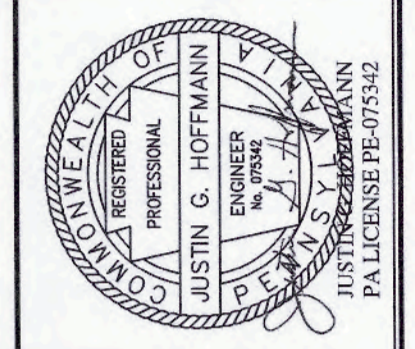
PLAN VIEW: FM-1 & FM-2  
SCALE: 1"=40'



LOCATIONS OF ALL UNDERGROUND UTILITIES SHALL BE FIELD LOCATED BY THE CONTRACTOR PRIOR TO ANY EXCAVATION AND CONSTRUCTION WORK. CONTRACTOR SHALL CONTACT PENNSYLVANIA ONE CALL SYSTEM AT 1-800-242-1776 A MINIMUM OF THREE WORKING DAYS PRIOR TO BEGINNING ANY EXCAVATION ON THIS SITE.

- LEGEND**
- EXISTING PROPERTY BOUNDARY
  - EXISTING RIGHT-OF-WAY
  - EXISTING ADJOINER LINE
  - EXISTING 2' CONTOURS
  - EXISTING 10' CONTOURS
  - O/H UTILITY LINES AND POLE
  - EXISTING PAVE
  - PROPOSED BUILDING
  - PROPOSED PAVE
  - PROPOSED STORM PIPE
  - PROPOSED 2' CONTOURS
  - PROPOSED 10' CONTOURS
  - PROPOSED M-INLET
  - PROPOSED RIPRAP
  - PROPOSED WALL
  - PROPOSED SHOULDER
  - PROPOSED WATER LINE WITH LATERALS
  - PROPOSED LOW PRESSURE SEWER LINE WITH LATERALS
  - PROPOSED FIRE HYDRANT
  - FM --- PROPOSED FORCE MAIN SEWER
  - PROPOSED GRAVITY SEWER LINE & MANHOLE
  - FCO --- PROPOSED FIELD CLEANOUT
  - PCO --- PRESSURE SEWER MANHOLE WITH CLEANOUT
  - AMH --- AIR RELEASE VALVE SEWER MANHOLE
  - EXISTING WATER LINE
  - PROPOSED WATER LINE

REVISION SUMMARY:  
1. REVISED PER DEP REVIEW COMMENTS: 09-16-2015  
2. REVISED AS PER NEW SITE LAYOUT: 01-08-2021



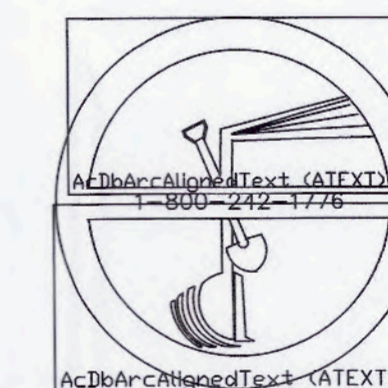
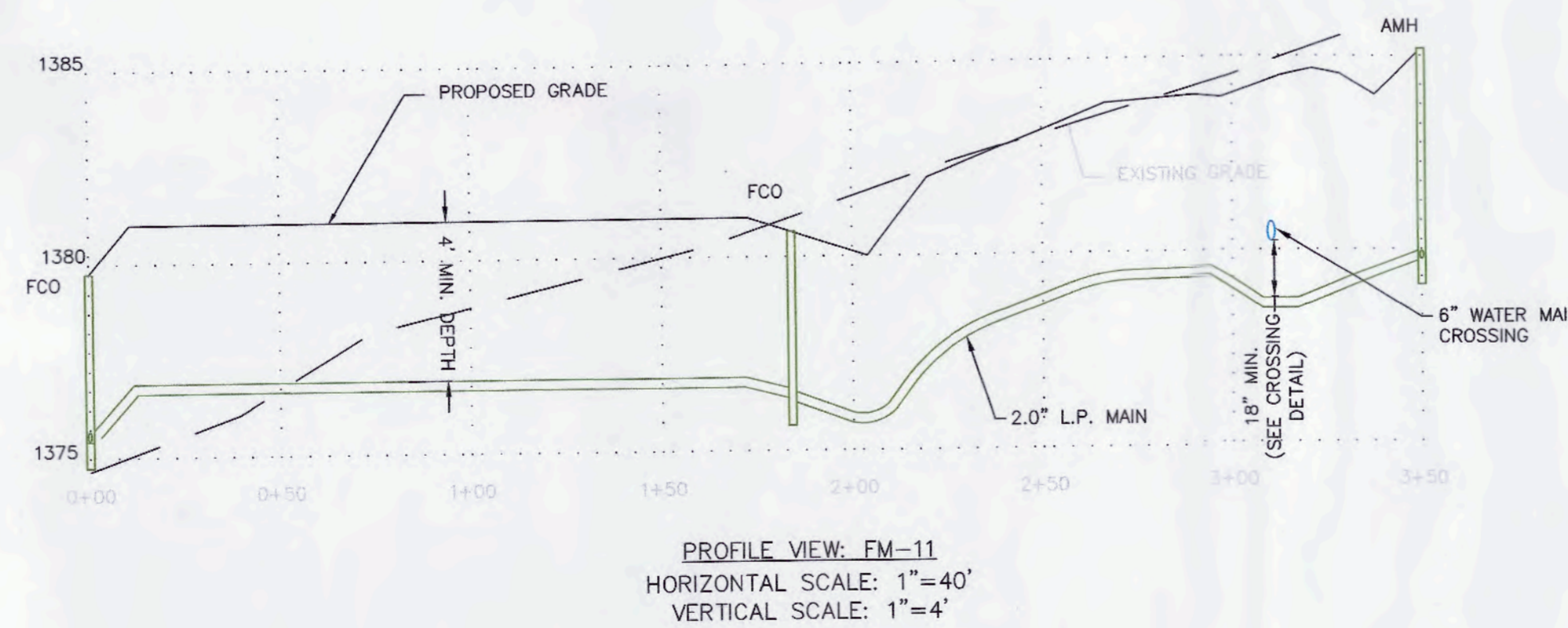
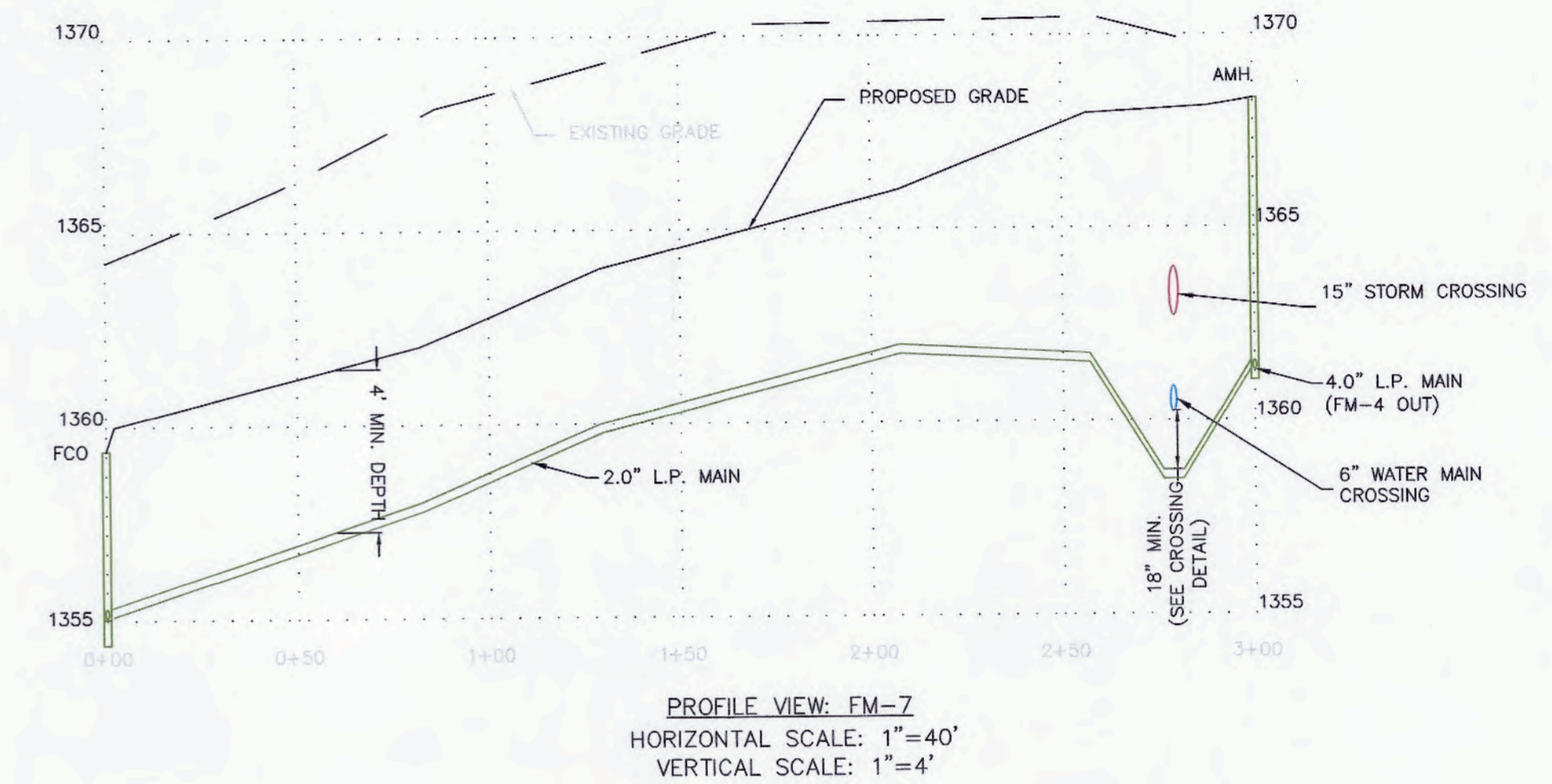
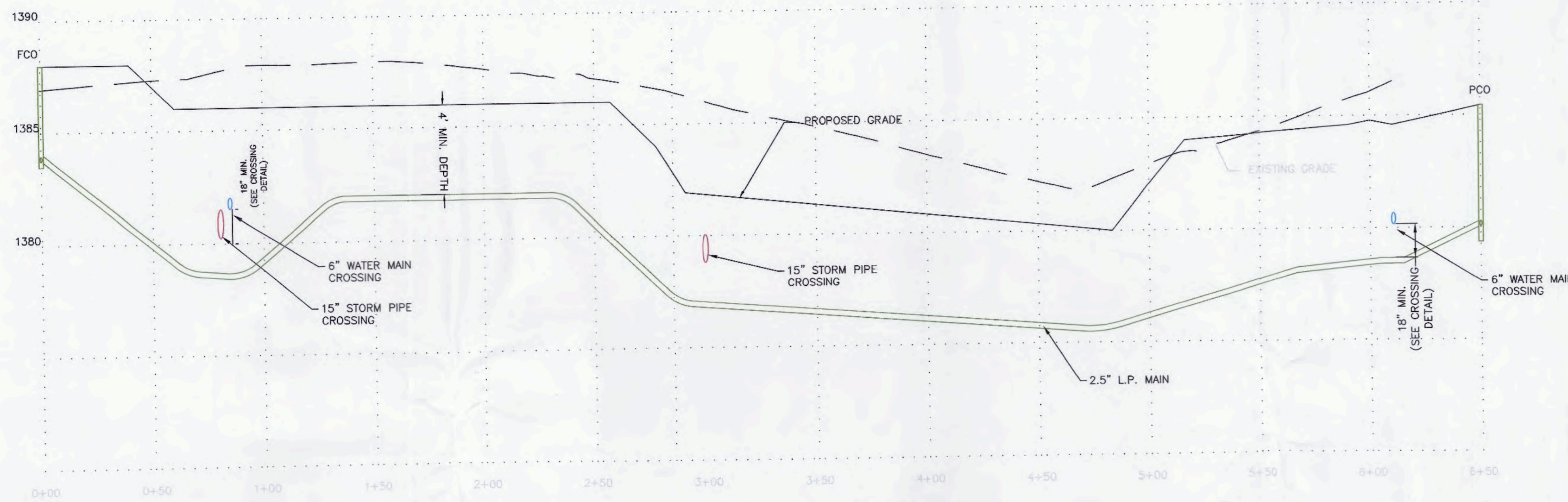
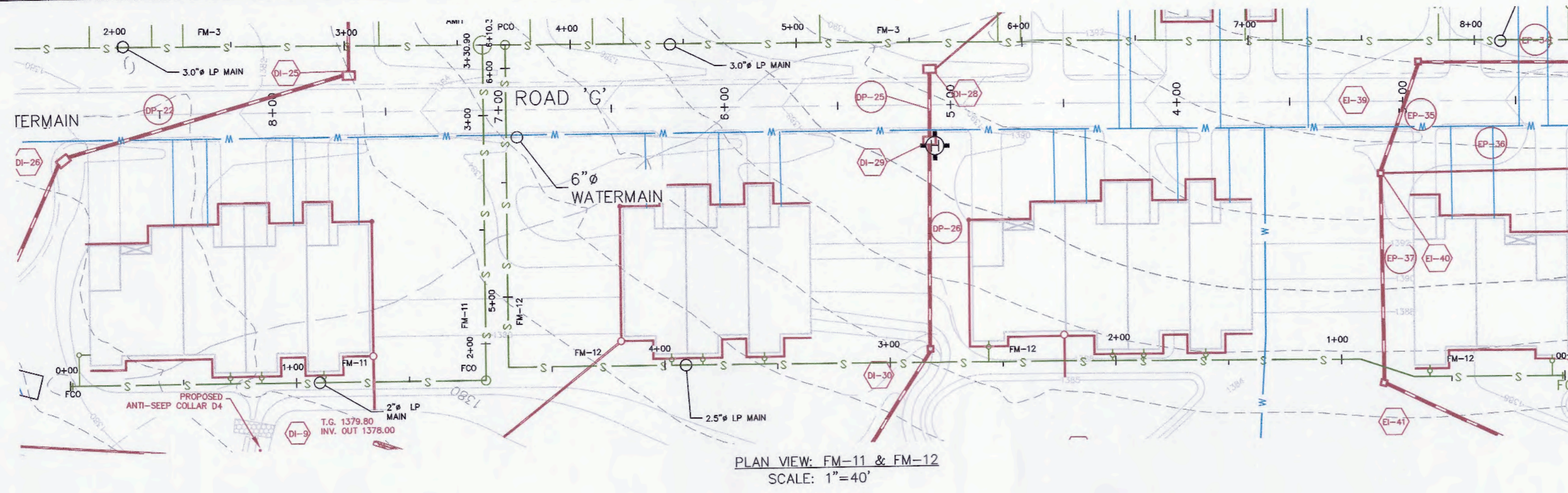
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DWG.#: E-1009  
DATE: AS NOTED  
DATE: AS NOTED  
CLIENT: POCONO LAKEFRONT, LLC  
DRAWN BY: LAM  
SHEET #: P-11

UTILITY PLAN AND PROFILE:  
FM-1 & FM-2  
POCONO LAKEFRONT-PHASE I  
S.R. 507  
PALMYRA TOWNSHIP - FIRE COUNTY - PENNSYLVANIA  
WATER QUALITY  
MANAGEMENT PERMIT



CLEAN WATER PROGRAM  
COUNTY:  
MUNICIPALITY:  
APR 12 2022  
FACILITY NAME:  
PERMIT #:  
FILE TYPE:

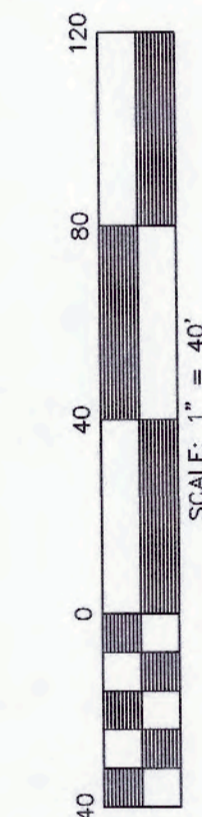
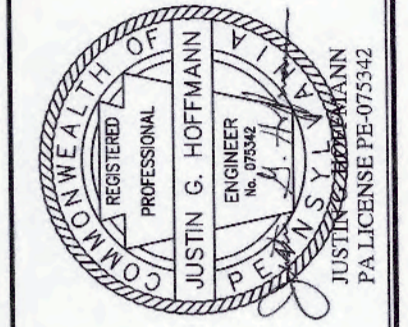




LOCATIONS OF ALL UNDERGROUND UTILITIES SHALL BE FIELD LOCATED BY THE CONTRACTOR PRIOR TO ANY EXCAVATION AND CONSTRUCTION WORK. CONTRACTOR SHALL CONTACT PENNSYLVANIA ONE CALL SYSTEM AT 1-800-242-1776 A MINIMUM OF THREE WORKING DAYS PRIOR TO BEGINNING ANY EXCAVATION ON THIS SITE.

- LEGEND**
- EXISTING PROPERTY BOUNDARY
  - EXISTING RIGHT-OF-WAY
  - EXISTING ADJOINER LINE
  - 992 EXISTING 2' CONTOURS
  - 990 EXISTING 10' CONTOURS
  - II --- O/H UTILITY LINES AND POLE
  - EXISTING PAVE
  - PROPOSED BUILDING
  - PROPOSED PAVE
  - PROPOSED STORM PIPE
  - 1782 PROPOSED 2' CONTOURS
  - 1780 PROPOSED 10' CONTOURS
  - PROPOSED M-INLET
  - PROPOSED RIPRAP
  - PROPOSED WALL
  - PROPOSED SHOULDER
  - PROPOSED WATER LINE WITH LATERALS
  - PROPOSED LOW PRESSURE SEWER LINE WITH LATERALS
  - PROPOSED FIRE HYDRANT
  - FM --- PROPOSED FORCE MAIN SEWER
  - PROPOSED GRAVITY SEWER LINE & MANHOLE
  - FCO --- PROPOSED FIELD CLEANOUT
  - PCO --- PRESSURE SEWER MANHOLE WITH CLEANOUT
  - AMH --- AIR RELEASE VALVE SEWER MANHOLE
  - EXISTING WATER LINE
  - PROPOSED WATER LINE

REVISION SUMMARY:  
1. REVISED PER DEP REVIEW COMMENTS: 09-16-2015  
2. REVISED AS PER NEW SITE LAYOUT: 01-03-2021



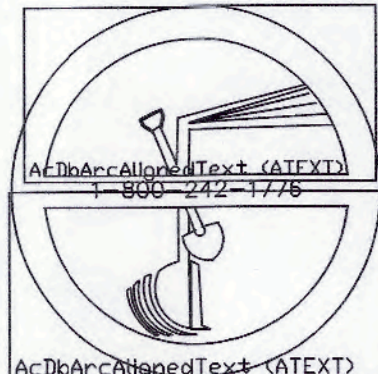
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TASK#: AS NOTED  
DRAWN BY: LMM  
CLIENT: POCONO LAKEFRONT, LLC  
SHEET #:

UTILITY PLAN AND PROFILE:  
FM-7, FM-11 & FM-12  
**POCONO LAKEFRONT-PHASE I**  
PALMYRA TOWNSHIP - PIKE COUNTY - PENNSYLVANIA  
S.R. 507  
**WATER QUALITY MANAGEMENT PERMIT**

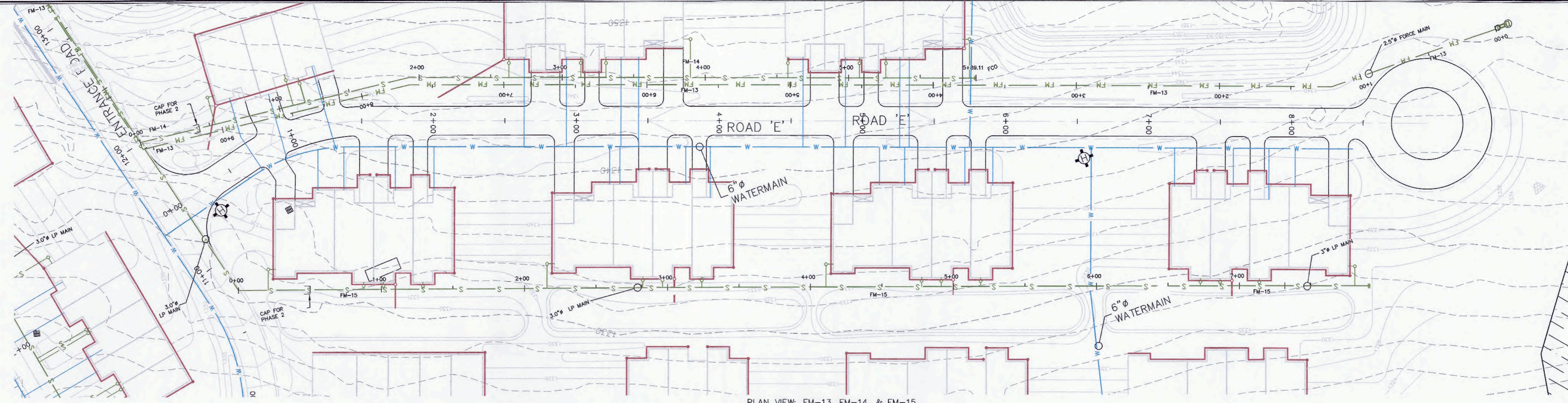
**Kiley Associates, LLC**  
Surveyors & Engineers  
536 FURDYTOWN TURNPIKE (RT. 507)  
LAKEVILLE PA, 18438  
202-242-2810

CLEAN WATER PROGRAM  
COUNTY:                       
MUNICIPALITY:                     

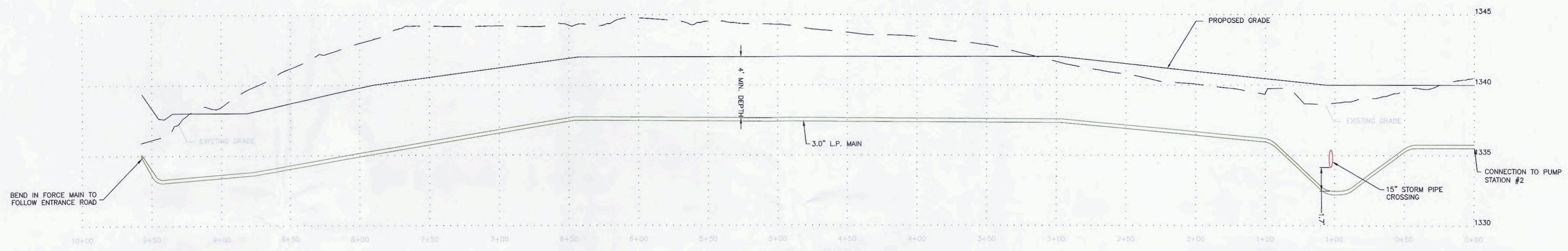
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FACILITY NAME:                       
PERMIT#:



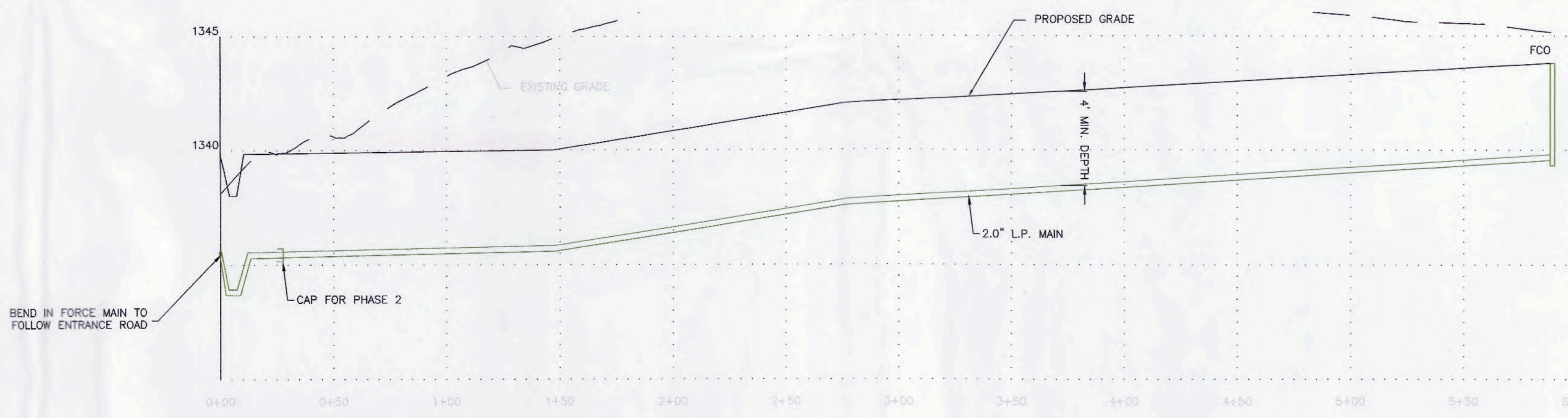
LOCATIONS OF ALL UNDERGROUND UTILITIES SHALL BE FIELD LOCATED BY THE CONTRACTOR PRIOR TO ANY EXCAVATION AND CONSTRUCTION WORK. CONTRACTOR SHALL CONTACT PENNSYLVANIA ONE CALL SYSTEM AT 1-800-242-1776 A MINIMUM OF THREE WORKING DAYS PRIOR TO BEGINNING ANY EXCAVATION ON THIS SITE.



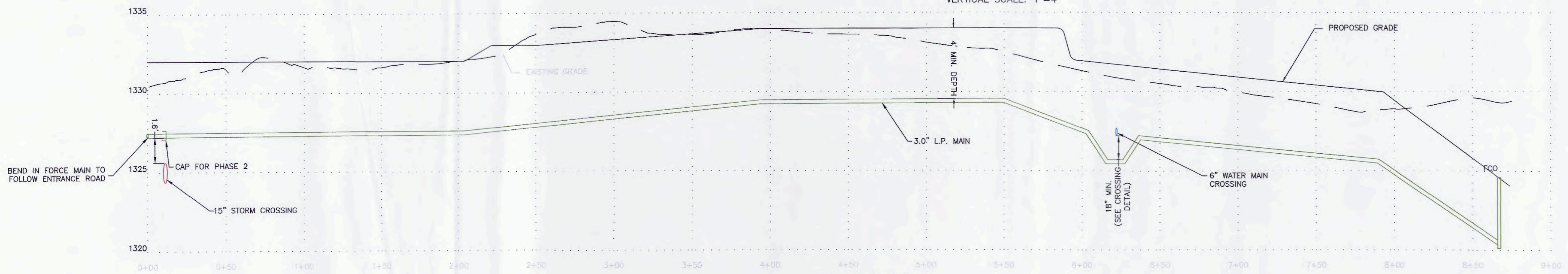
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SCALE: 1"=40'



PROFILE VIEW: FM-13  
HORIZONTAL SCALE: 1"=40'  
VERTICAL SCALE: 1"=4'



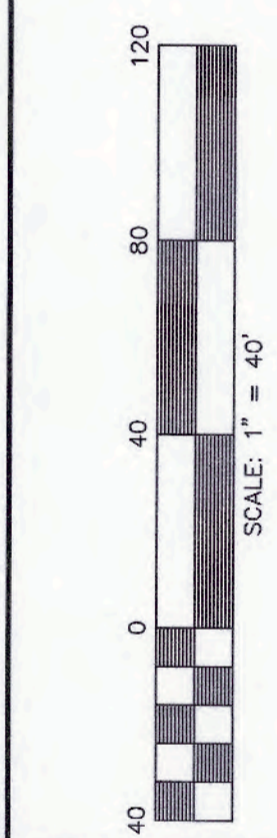
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VERTICAL SCALE: 1"=4'



PROFILE VIEW: FM-15  
HORIZONTAL SCALE: 1"=40'  
VERTICAL SCALE: 1"=4'

- LEGEND**
- EXISTING PROPERTY BOUNDARY
  - - - EXISTING RIGHT-OF-WAY
  - - - EXISTING ADJOINER LINE
  - - - EXISTING 2' CONTOURS
  - - - EXISTING 10' CONTOURS
  - II --- O/H UTILITY LINES AND POLE
  - EXISTING PAVE
  - PROPOSED BUILDING
  - PROPOSED PAVE
  - PROPOSED STORM PIPE
  - PROPOSED 2' CONTOURS
  - PROPOSED 10' CONTOURS
  - PROPOSED M-INLET
  - ▒ PROPOSED RIPRAP
  - █ PROPOSED WALL
  - PROPOSED SHOULDER
  - PROPOSED WATER LINE WITH LATERALS
  - PROPOSED LOW PRESSURE SEWER LINE WITH LATERALS
  - ◆ PROPOSED FIRE HYDRANT
  - FM --- PROPOSED FORCE MAIN SEWER
  - --- PROPOSED GRAVITY SEWER LINE & MANHOLE
  - FCO --- PROPOSED FIELD CLEANOUT
  - --- PRESSURE SEWER MANHOLE WITH CLEANOUT
  - AMH --- AIR RELEASE VALVE SEWER MANHOLE
  - EXISTING WATER LINE
  - PROPOSED WATER LINE

REVISION SUMMARY:  
1. REVISED PER DEP REVIEW COMMENTS: 09-16-2015  
2. REVISED AS PER NEW SITE LAYOUT: 01-05-2021

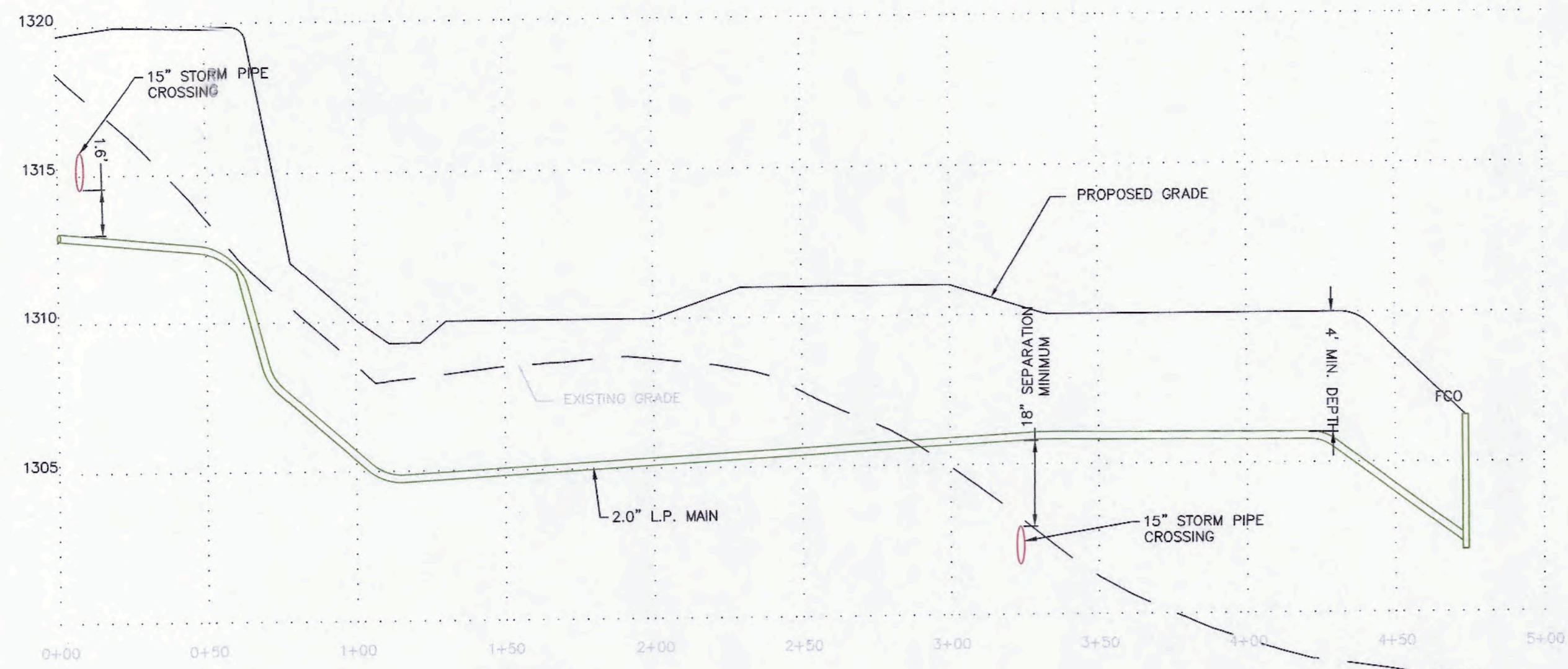


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CLIENT: POCONO LAKEFRONT, LLC  
DRAWN BY: LAM

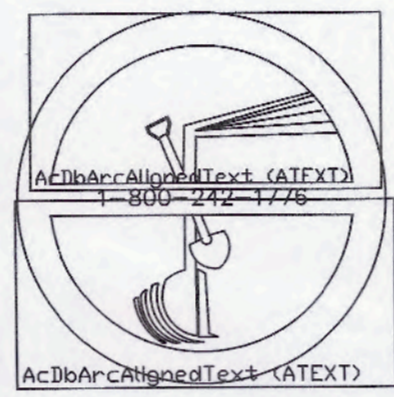
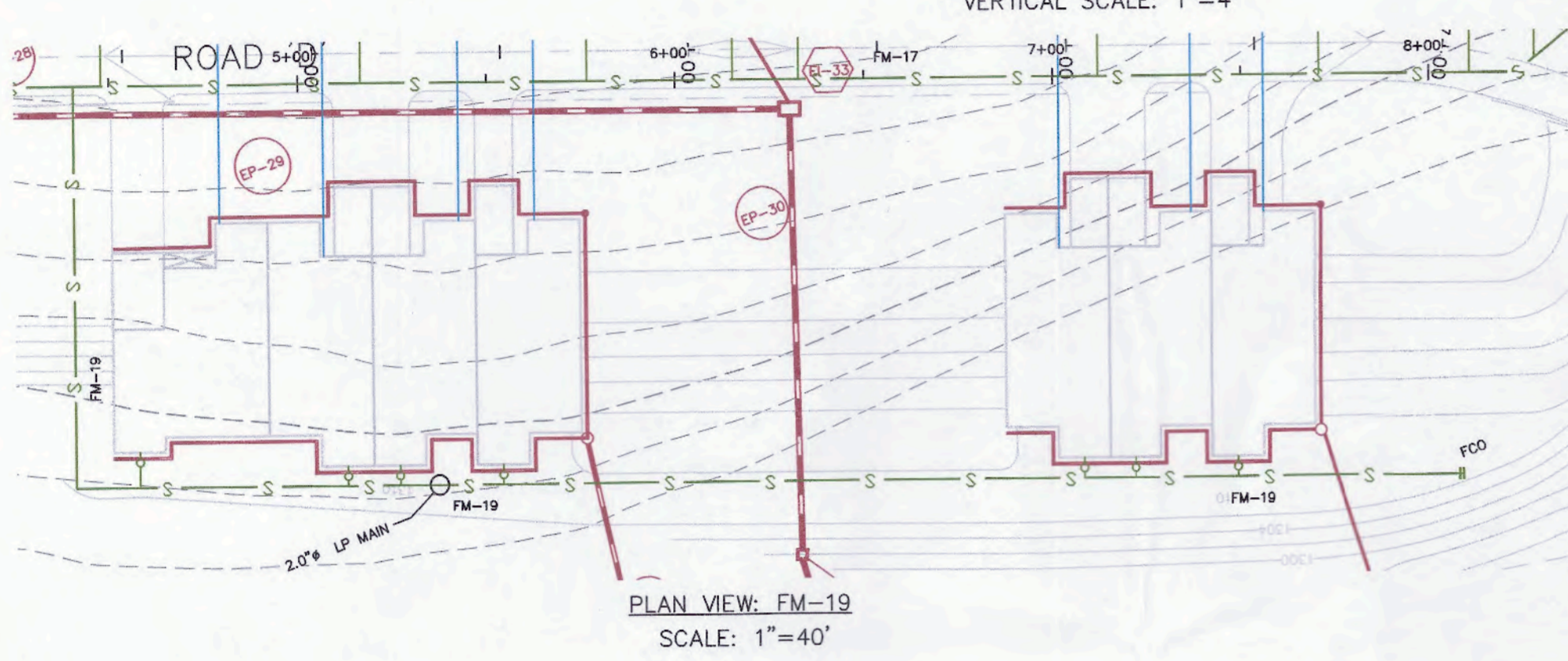
UTILITY PLAN AND PROFILE:  
FM-13, FM-14, & FM-15  
POCONO LAKEFRONT-PHASE I  
PALMYRA TOWNSHIP - FIRE COUNTY - PENNSYLVANIA  
S.R. 507  
WATER QUALITY  
MANAGEMENT PERMIT



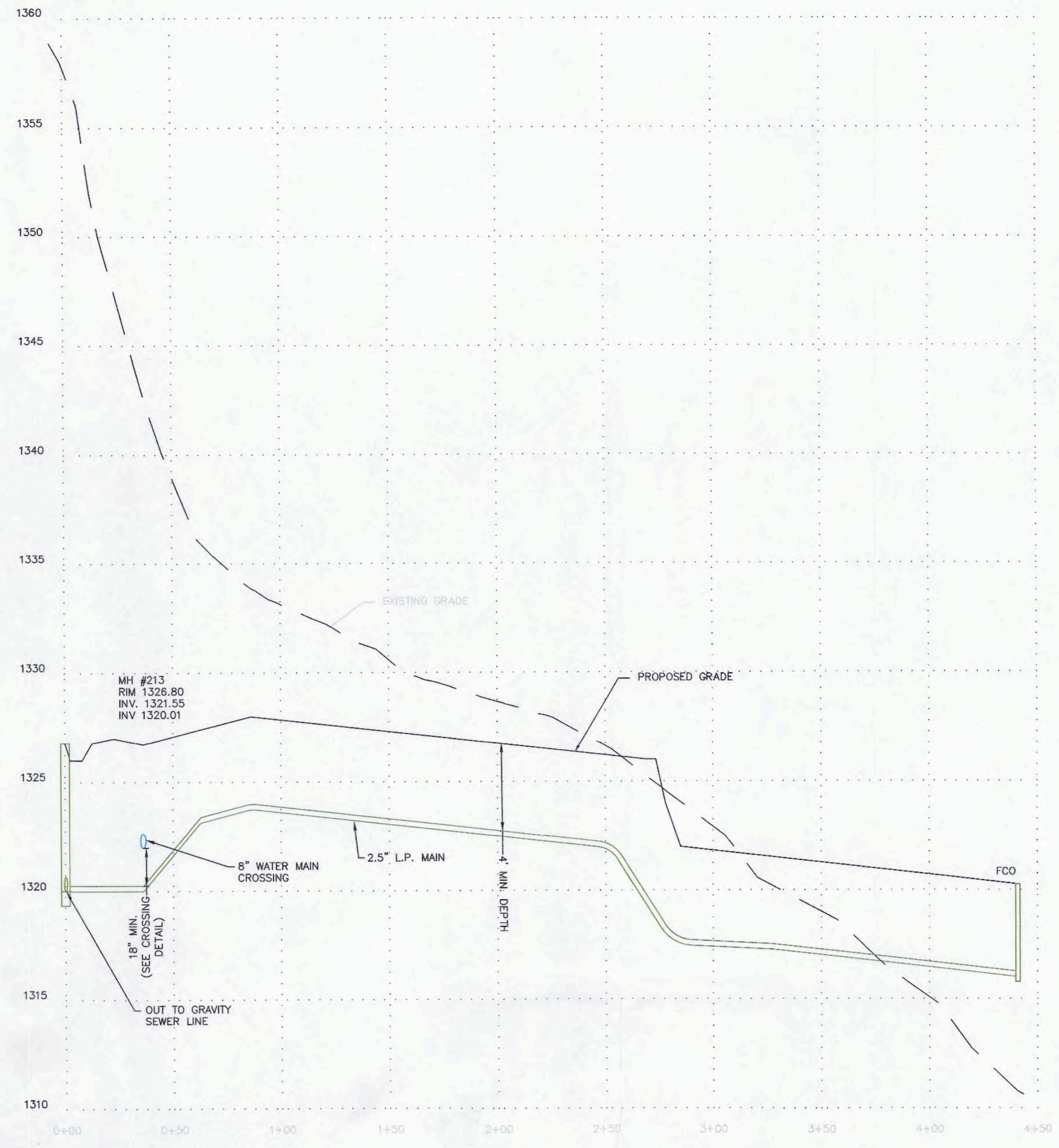
CLEAN WATER PROGRAM  
COUNTY:  
MUNICIPALITY:  
APR 12 2022  
FACILITY NAME:  
PERMIT #:  
FILE TYPE:



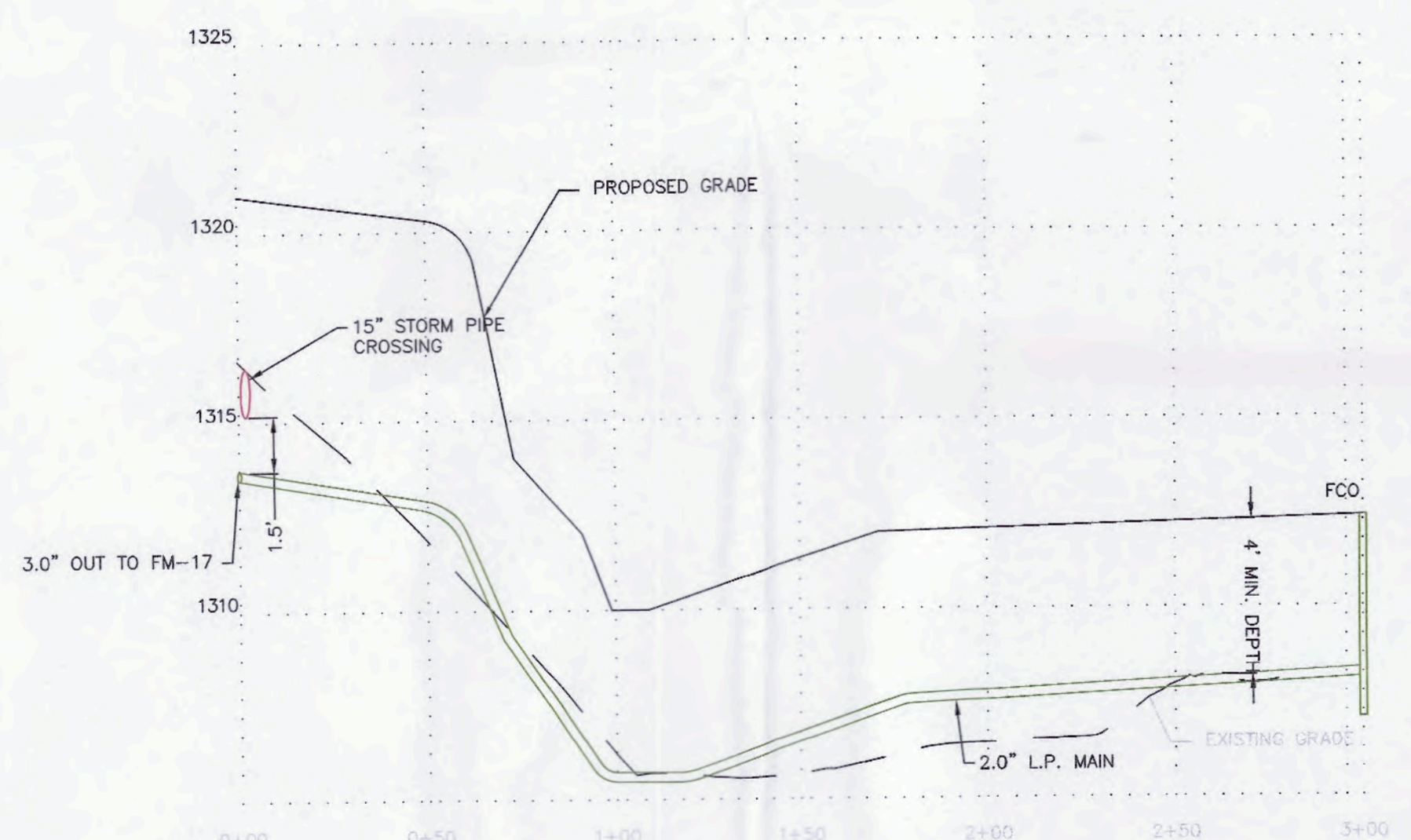
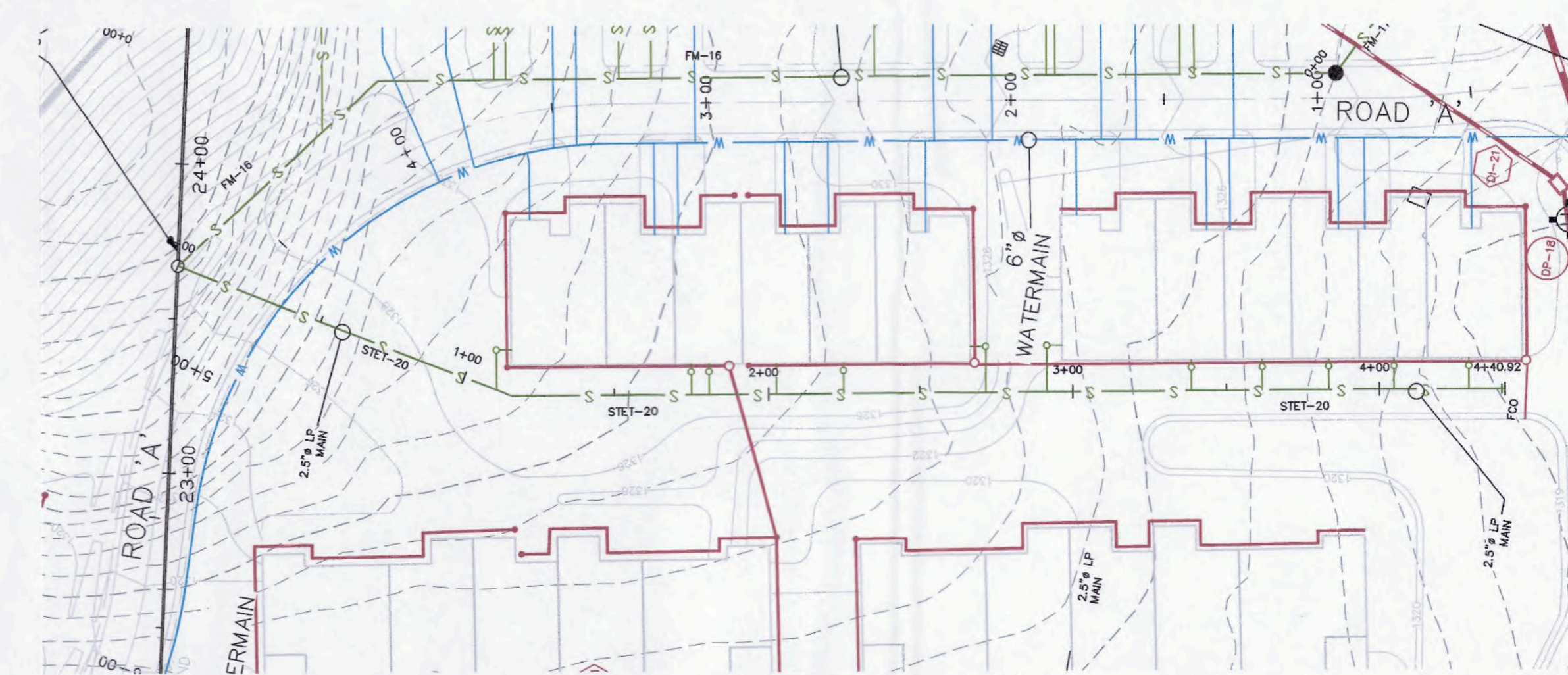
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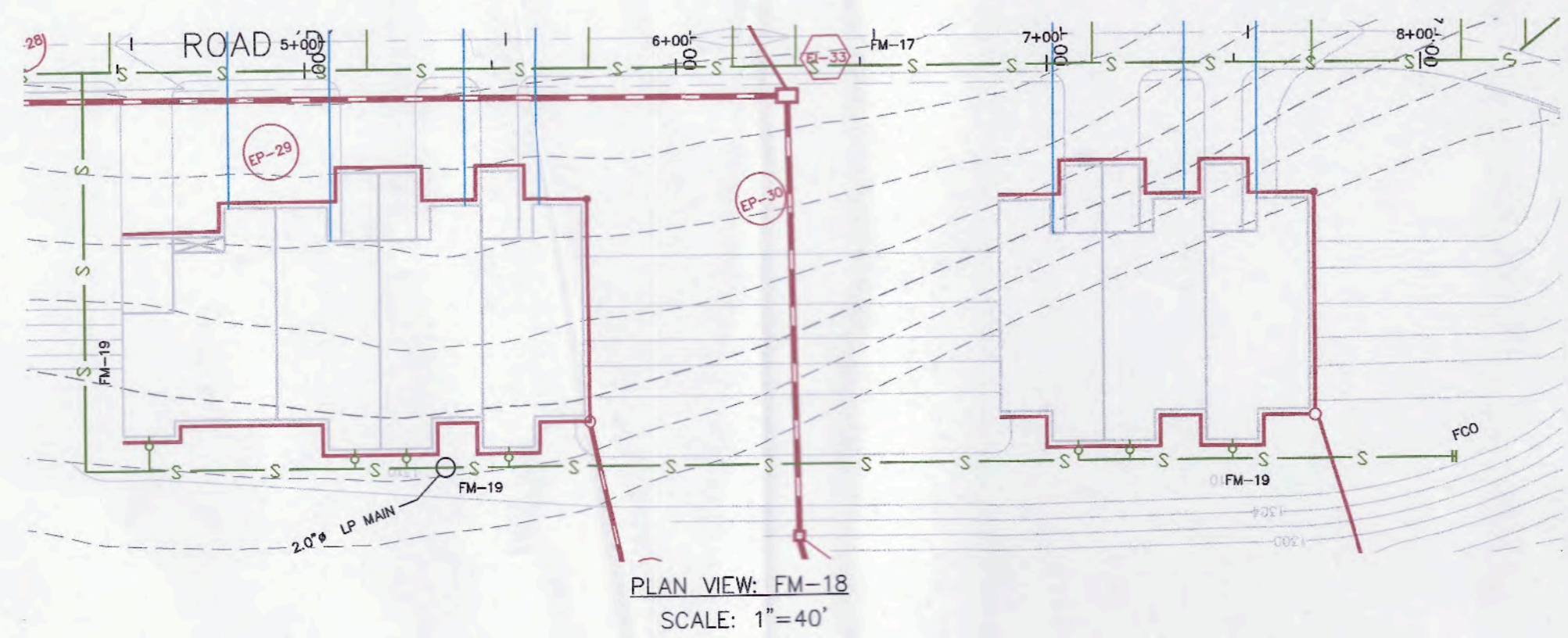
LOCATIONS OF ALL UNDERGROUND UTILITIES SHALL BE FIELD LOCATED BY THE CONTRACTOR PRIOR TO ANY EXCAVATION AND CONSTRUCTION WORK. CONTRACTOR SHALL CONTACT PENNSYLVANIA ONE CALL SYSTEM AT 1-800-242-1776 A MINIMUM OF THREE WORKING DAYS PRIOR TO BEGINNING ANY EXCAVATION ON THIS SITE.



PROFILE VIEW: FM-20  
 HORIZONTAL SCALE: 1"=40'  
 VERTICAL SCALE: 1"=4'

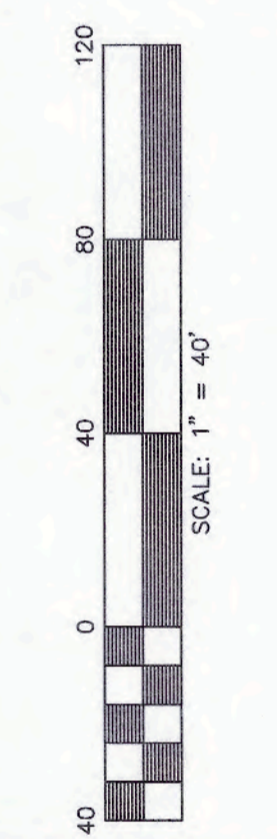
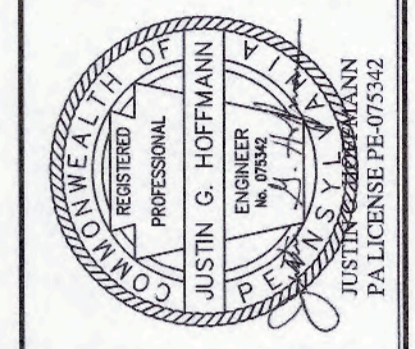


PROFILE VIEW: FM-18  
 HORIZONTAL SCALE: 1"=40'  
 VERTICAL SCALE: 1"=4'



- LEGEND**
- EXISTING PROPERTY BOUNDARY
  - EXISTING RIGHT-OF-WAY
  - EXISTING ADJOINER LINE
  - 992 EXISTING 2' CONTOURS
  - 990 EXISTING 10' CONTOURS
  - O/H UTILITY LINES AND POLE
  - EXISTING PAVE
  - PROPOSED BUILDING
  - PROPOSED PAVE
  - PROPOSED STORM PIPE
  - 1762 PROPOSED 2' CONTOURS
  - 1760 PROPOSED 10' CONTOURS
  - PROPOSED M-INLET
  - PROPOSED RIPRAP
  - PROPOSED WALL
  - PROPOSED SHOULDER
  - PROPOSED WATER LINE WITH LATERALS
  - PROPOSED LOW PRESSURE SEWER LINE WITH LATERALS
  - PROPOSED FIRE HYDRANT
  - PROPOSED FORCE MAIN SEWER
  - PROPOSED GRAVITY SEWER LINE & MANHOLE
  - PROPOSED FIELD CLEANOUT
  - PCO PRESSURE SEWER MANHOLE WITH CLEANOUT
  - AMH AIR RELEASE VALVE SEWER MANHOLE
  - EXISTING WATER LINE
  - PROPOSED WATER LINE

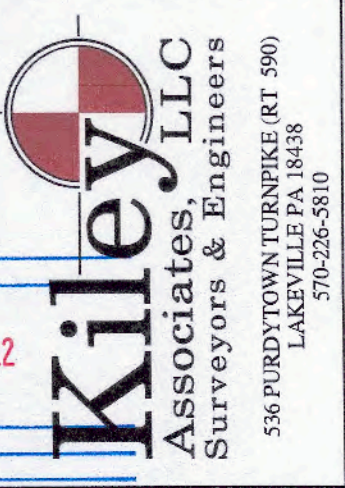
REVISION SUMMARY:  
 1. REVISED PER DEP REVIEW COMMENTS: 09-16-2015  
 2. REVISED AS PER NEW SITE LAYOUT: 01-03-2021



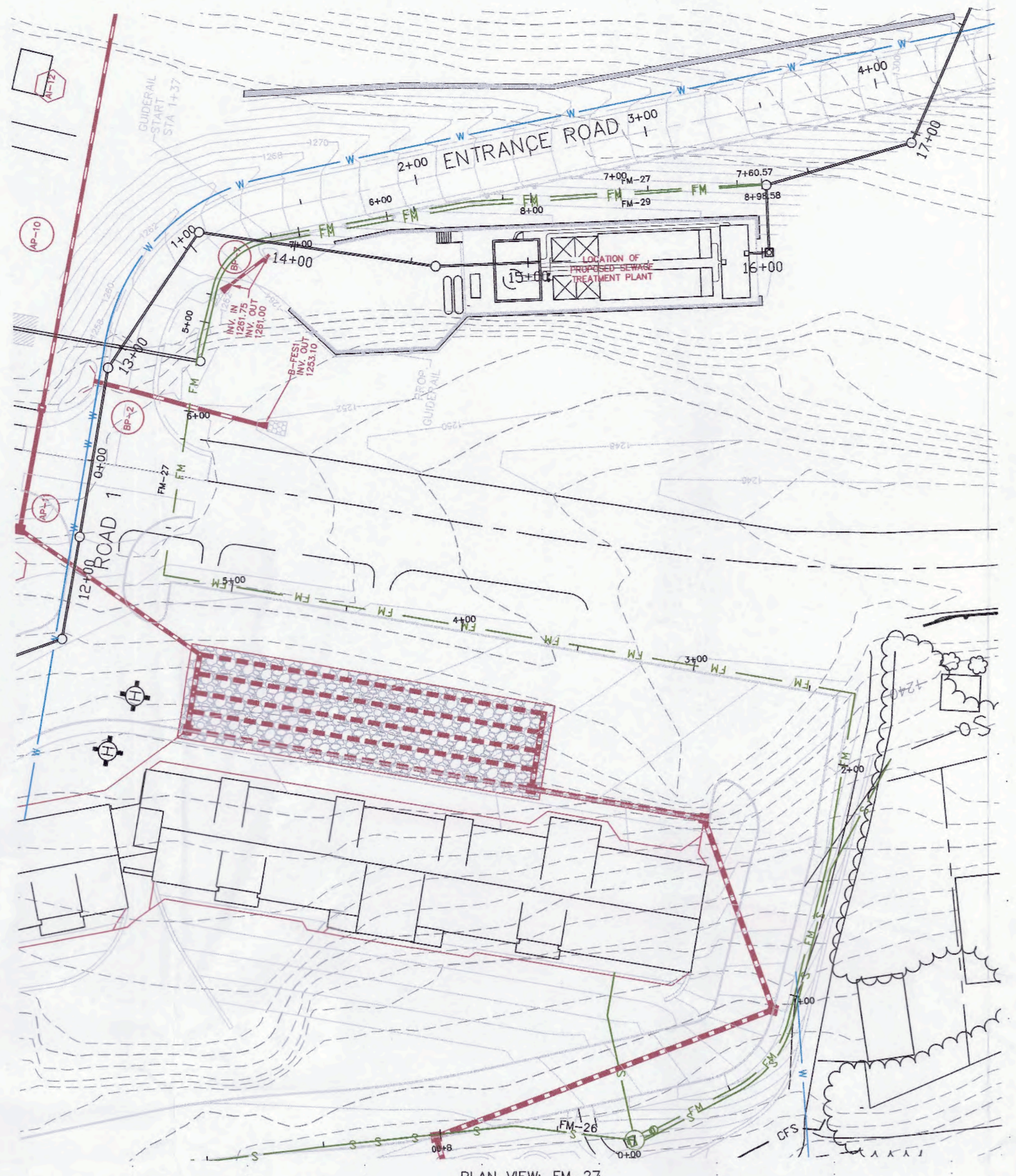
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 DWG.#: E-11099  
 TAX#: AS NOTED  
 DB/FG: AS NOTED  
 CLIENT: POCONO LAKEFRONT LLC  
 DRAWN BY: LMM  
 SHEET #: P-15

UTILITY PLAN AND PROFILE:  
 FM-18, FM-19 & FM-20  
 POCONO LAKEFRONT-PHASE 1  
 S.R. 307  
 PALMYRA TOWNSHIP - FIRE COUNTY - PENNSYLVANIA  
 WATER QUALITY  
 MANAGEMENT PERMIT

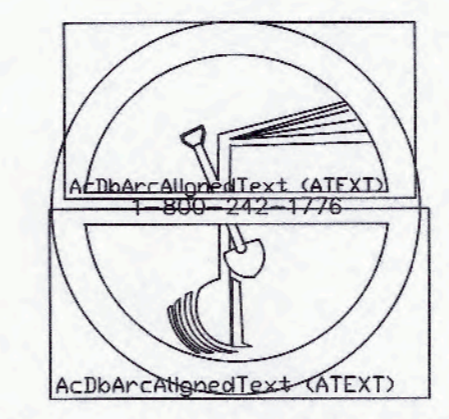
CLEAN WATER PROGRAM  
 COUNTY: \_\_\_\_\_  
 MUNICIPALITY: \_\_\_\_\_  
 APR 12 2022  
 FACILITY NAME: \_\_\_\_\_  
 PERMIT#: \_\_\_\_\_  
 FILE TYPE: \_\_\_\_\_



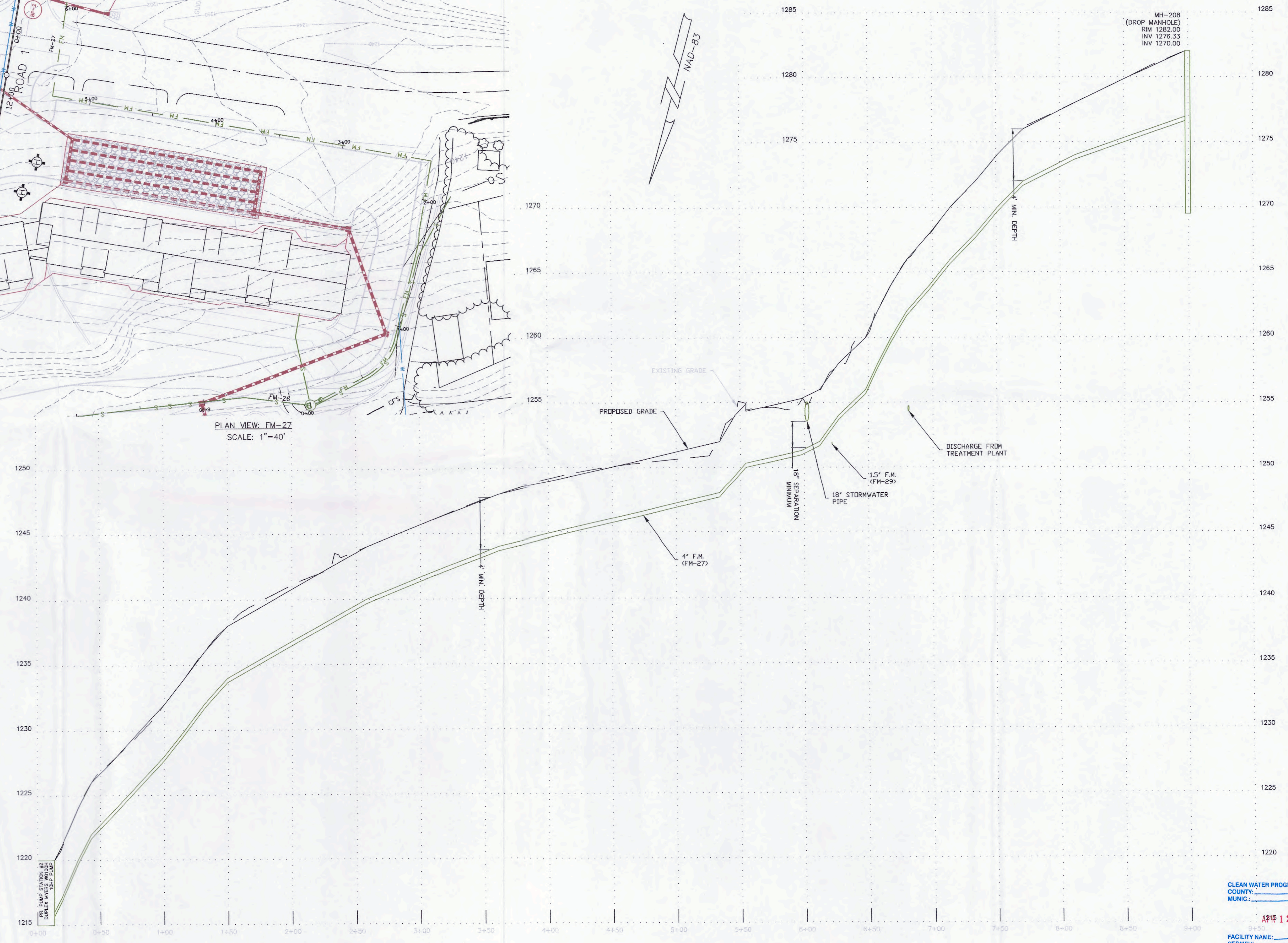
- LEGEND**
- EXISTING PROPERTY BOUNDARY
  - - - EXISTING RIGHT-OF-WAY
  - - - EXISTING ADJONER LINE
  - - - EXISTING 2' CONTOURS
  - - - EXISTING 10' CONTOURS
  - - - O/H UTILITY LINES AND POLE
  - EXISTING PAVE
  - PROPOSED BUILDING
  - PROPOSED PAVE
  - PROPOSED STORM PIPE
  - PROPOSED 2' CONTOURS
  - PROPOSED 10' CONTOURS
  - PROPOSED M-INLET
  - PROPOSED RIPRAP
  - PROPOSED WALL
  - PROPOSED SHOULDER
  - PROPOSED WATER LINE WITH LATERALS
  - PROPOSED LOW PRESSURE SEWER LINE WITH LATERALS
  - PROPOSED FIRE HYDRANT
  - PROPOSED FORCE MAIN SEWER
  - PROPOSED GRAVITY SEWER LINE & MANHOLE
  - PROPOSED FIELD CLEANOUT
  - PRESSURE SEWER MANHOLE WITH CLEANOUT
  - AIR RELEASE VALVE SEWER MANHOLE
  - EXISTING WATER LINE
  - PROPOSED WATER LINE



PLAN VIEW: FM-27  
SCALE: 1"=40'



LOCATIONS OF ALL UNDERGROUND UTILITIES SHALL BE FIELD LOCATED BY THE CONTRACTOR PRIOR TO ANY EXCAVATION AND CONSTRUCTION WORK. CONTRACTOR SHALL CONTACT PENNSYLVANIA ONE CALL SYSTEM AT 1-800-242-1776 A MINIMUM OF THREE WORKING DAYS PRIOR TO BEGINNING ANY EXCAVATION ON THIS SITE.



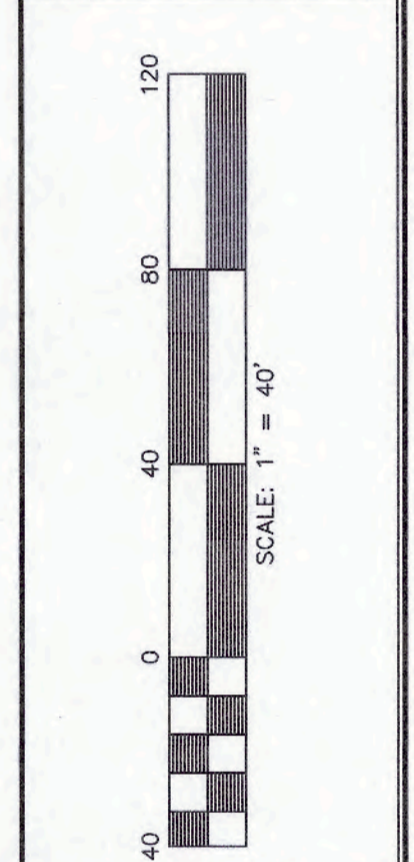
PROFILE VIEW: FM-27  
HORIZONTAL SCALE: 1"=40'  
VERTICAL SCALE: 1"=4'

REVISION SUMMARY:

1. REVISED PER DEP REVIEW COMMENTS: 09-16-2015
2. REVISED AS PER NEW SITE LAYOUT: 01-03-2021



UTILITY PLAN AND PROFILE:  
 FM-27  
 POCONO LAKEFRONT-PHASE 1  
 PALATKA TOWNSHIP - PIKE COUNTY - PENNSYLVANIA  
 S.R. 507  
 WATER QUALITY  
 MANAGEMENT PERMIT



|                               |
|-------------------------------|
| SCALE: 1"=40'                 |
| DATE: 09-10-2015              |
| DWG.#: E-11049                |
| TAX#: AS NOTED                |
| DB/PG: AS NOTED               |
| CLIENT: POCONO LAKEFRONT, LLC |
| DRAWN BY: LAM                 |
| SHEET #: P-17                 |

CLEAN WATER PROGRAM  
 COUNTY: \_\_\_\_\_  
 MUNICIPALITY: \_\_\_\_\_

APR 12 2022

FACILITY NAME: \_\_\_\_\_  
 PERMIT#: \_\_\_\_\_  
 FILE TYPE: \_\_\_\_\_

**Kiley**  
 Associates, LLC  
 Surveyors & Engineers  
 530 FURBURN TOWNSHIP PIKE (RT. 507)  
 LAKEVILLE PA, PA 18426-5810

**SANITARY SEWER SYSTEM EASEMENT**

This Sanitary Sewer System Easement is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024 between

**POCONO LAKEFRONT, LLC**, a Pennsylvania Limited Liability Corporation, having a principal place of business at 40 Warren Street, Paterson, New Jersey 07524, hereinafter together with its successors and assigns ("GRANTOR")

AND

**PL UTILITIES LLC**, a Pennsylvania Limited Liability Corporation, with its principal offices or place of business at 61 West 62nd Street, #22E, New York, New York, 10023, hereinafter together with its successors and assigns ("GRANTEE")

**WITNESSETH:**

WHEREAS, the service area of a sanitary sewer system regulated by the Pennsylvania Public Utility Commission is located, in part, on properties owned by Pocono Lakefront, LLC in Palmyra Township, Pike County, Pennsylvania. Specifically, a group of properties identified in the Tract 3R Consolidation Plan at Plat Book 47, Page 83 hereinafter attached as Exhibit A, as further described in the June 21, 2013 Consolidation Deed at Instrument #201300006411 and at Deed Book 2423, Page 2400, hereinafter attached as Exhibit B ("Consolidated Properties"). The Deeds reflecting the acquisition of the Consolidated Properties are as follows: for Tract 3 and the Lakefront lot, the November 8, 2010 Deed at Instrument 201000010109 at Deed Book 2350, Page 1842, attached as Exhibit B-1; for Parcel BR, the April 20, 2011 Deed at Instrument 201100003579 at Book 2362, Page 1140, attached as Exhibit B-2; and for Tract 2, Tract 6 and the Entrance Parcel, the November 8, 2010 Deed at Instrument 2010000010110, and at Deed Book 2250, Page 1850, attached hereto as Exhibit B-3. In addition, the service area also includes the property identified by Tax ID Nos. 070.04-01-31 and 070.04-01-31.001 as evidenced by the April 12, 2024 Deed at instrument 2024-3583 at Deed Book 2759, Page 502, hereinafter attached as Exhibit C (collectively, the "Property");

WHEREAS, PL Utilities, LLC will be taking over the ownership and operation of the sanitary sewer system within the service area, including all collection lines, pump stations, discharge point and wastewater treatment plant located on the Property;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, and in consideration of the payment to the Owner of the sum of One Dollar (\$1.00) and other

good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the GRANTOR, the GRANTEE and the GRANTOR, each intending to be legally bound hereby, do hereby agree as follows:

1. The foregoing paragraphs of this Easement Agreement are a part hereof, intended by the parties to be considered in its construction, interpretation and enforcement.
2. This Easement shall be effective upon the transfer of ownership of the sanitary sewer system to PL Utilities which will occur upon the approval by the Pennsylvania Public Utility Commission of the transfer of the system and the issuance of the Certificate of Public Convenience to PL Utilities;
3. GRANTOR does hereby give and grant unto the GRANTEE an exclusive, permanent easement over the Property for the location of the existing sanitary sewer system installed throughout the Property, including the right of reasonable ingress and egress through, under and across the Property. This Easement shall run with the land and be binding upon and inure to the benefit of GRANTOR, GRANTEE and their respective successors and assigns.
4. The permanent easement granted under this Easement shall be for the sole purpose to install, construct, reconstruct, replace, remove, enlarge, inspect, operate, repair, make connections with and maintain perpetually the existing sanitary sewer system, including underground pipe, conduits, manholes, drains, markers, mains, service connections, pump stations, existing wastewater treatment plant, new waste water treatment plant and other appurtenances upon, over and under the Property.
5. This Easement includes the right of entry upon the land of the GRANTOR for all purposes aforesaid, provided, however, the GRANTEE, its successors or assigns, shall restore and replace the ground affected by the installation, maintenance, repair, connection to, and replacement of said sanitary sewer system, to the same or better condition as the grounds had been immediately prior thereto.
6. GRANTOR covenants that it shall not, at any time hereafter, grant or convey to any other person or entities any rights within the easements in this Easement Agreement which conflict with the rights herein granted to GRANTEE. GRANTOR represents and warrants that it has not granted or conveyed to any other person(s) or entities any rights within the easements in this Easement Agreement which conflict with the rights herein granted to GRANTEE.
7. GRANTEE shall reasonably promptly restore, at its expense, any areas that are that are damaged/disturbed as a result of it exercising its rights under this Easement to a condition at least as good as the original condition as existed immediately prior to the start of said exercise of rights.
8. To the extent GRANTEE removes any portion of the sanitary sewer system and fails to use the location of such portion within 2 years to removal, GRANTEE shall be deemed to

have abandoned its easement rights as they apply to the property occupied by such portion. GRANTEE shall give written notice to GRANTOR within thirty (30) days following the removal of any portion of the sanitary sewer system. Grantor shall not remove the sanitary sewer system without the replacement thereof, unless GRANTEE provides written notice of its intent to and providing notice to GRANTOR of its intent to abandon the Easement. Upon abandonment under this paragraph, this Agreement shall automatically terminate as to the abandoned portion of the Easement and be of no force and effect and the Easement herein granted shall cease and desist. In the event of any termination under this paragraph, GRANTEE shall, upon the request of GRANTOR, execute and deliver to GRANTOR any such instruments, in recordable form, as may be requested by GRANTOR to evidence and confirm such termination of the Agreement and release all of GRANTEE'S rights in and to the abandoned portion of the Easement.

9. GRANTEE shall indemnify and hold harmless GRANTOR for and against all claims, costs, liabilities or expenses incurred by GRANTOR arising out of or in connection with exercise by GRANTEE and/or its employees, agents, and contractors of its rights under the easements of this Easement Agreement. GRANTEE shall not be liable for damages which are the result of the exercise of its proper rights and/or any limitations imposed upon the Easement by GRANTOR or any third party. GRANTEE shall not be liable for intentional or negligent acts of GRANTOR.
10. GRANTEE shall have the right, at its sole cost and expense, to record this Agreement with the Recorder of Deeds of Pike County, Pennsylvania.
11. This Easement Agreement is subject to any and all existing easements, encumbrances, conditions, and restrictions of record and to any and all existing structures and utilities.
12. This Agreement may not be altered or amended, except by a writing duly executed by the parties hereto or their respective successors or assigns.
13. This Agreement sets forth the entire agreement of the parties on the subject, and all exhibits attached hereto are incorporated by reference in this Agreement.
14. In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the entire agreement between GRANTOR and GRANTEE covering the subject matter hereof.
15. The easement rights herein granted, subject to all restrictions, requirements, conditions, indemnity, and insurance requirements, are for the benefit of Grantee and shall not be assignable without the prior written consent of Grantor, in whole or in part, to any third party owning or acquiring any interest in the Sanitary Sewer Pipeline which written consent shall not be unreasonably withheld.
16. No representations, warranties or covenants pertaining to the Easement have been made by, or shall be binding upon, GRANTOR.

17. This Agreement shall be construed and enforced pursuant to the laws of the Commonwealth of Pennsylvania.

Said Agreement has been executed as of the \_\_\_\_ day of \_\_\_\_\_, 2024.

POCONO LAKEFRONT LLC

PL UTILITIES LLC

By: \_\_\_\_\_  
(Name)

By \_\_\_\_\_  
(Name)

Its: \_\_\_\_\_  
(Title)

Its: \_\_\_\_\_  
(Title)



COMMONWEALTH OF PENNSYLVANIA

)

) SS:

COUNTY OF

)

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of PL Utilities and that he as such \_\_\_\_\_ being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and Notarial Seal:

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**



EXHIBIT B

**THIS DEED**

201300006411  
Filed for Record in  
PIKE COUNTY, PA  
SHARDN SCHROEDER, RECORDER OF DEEDS  
06-25-2013 At 03:51 p.m.  
DEED 71.00  
OR Book 2423 Page 2400 - 2408

MADE THE *21<sup>st</sup>* day of *June* in the year 2013

BETWEEN **POCONO LAKEFRONT, LLC,**  
a Pennsylvania limited liability company

**GRANTOR**

AND **POCONO LAKEFRONT, LLC,**  
a Pennsylvania limited liability company

**GRANTEE**

WITNESSETH, that in consideration of **ONE AND NO/100s -----(\$1.00)-----DOLLAR,** in hand paid, the receipt whereof is hereby acknowledged; the Grantor does hereby grant and convey unto the said Grantee, its successors and Assigns,

**ALL THAT CERTAIN** piece or parcel of land lying, situate, and being in the Township of Palmyra, County of Pike, and Commonwealth of Pennsylvania, being **TRACT 3R** as laid out and described on a certain map entitled "Tract 3R Consolidation Plan – Pocono Lakefront, LLC Lands" by Kiley Associates, LLC dated 03-27-13 and revised 05-08-13, Project No. E-12-1049 and recorded in Pike County Plat Book 47 at page 83; and being more particularly bounded and described as follows:

BEGINNING at a point for a common corner of the Tanglewood Lakes Development and of lands n/f of Pocono Lakefront, LLC, known as "Tract 1";

1. Thence along the common boundary line between Tract 3R and Tract 1 S 63° 27' 59" W a distance of 66.64' to a point at the edge of a 40-foot-wide private road identified as " Estates Road";
2. Thence crossing " Estates Road" S 68° 11' 10" W a distance of 40.00' ;
3. Thence along the edge of " Estates Road, on a curve to the left with an arc length of 175.98' , radius of 237.69' , and a chord course of N 43° 01' 27" W, 171.99' to a point;
4. Thence crossing the right-of-way of Estates Road, N 25° 45' 56" E a distance of 40.00' to a common corner of former undeveloped Lots No. 37 and 38 of White Beauty View Estates, now part of Final Tract 3R;
5. Thence continuing on the line of Final Tract 3R on the easterly, then northwesterly right-of-way lines of the private road identified as Raccoon Circle the following 5 courses:

- (i) N 64° 14' 04" W a distance of 19.03' ;
  - (ii) On a curve to the right with an arc length of 47.12' , radius of 30.00' , and a chord course of N 19° 14' 06" W, 42.43' ;
  - (iii) On a reverse curve to the left with an arc length of 109.24' , radius of 202.84' , and a chord course of N 10° 20' 08" E, 107.93' ;
  - (iv) N 04° 49' 21" W a distance of 236.35' ; and
  - (v) On a curve to the left with an arc length of 203.51' , radius of 135.00' , and a chord course of N 48° 00' 38" W, 184.78' to a common corner of Lot 28 and the former Lot 29 (now part of Tract 3R);
6. Thence along the boundary of Lot N 30° 25' 04" W a distance of 202.18' ;
7. Thence along Lots 28, 27, 26, and 25, S 59° 34' 56" W a distance of 403.79' to a point for a corner between Lot 25 and the former Lot 24;
8. Thence along Lot, the former Lot 24, S 13° 32' 25" E a distance of 214.75' to a point at the edge of Estates Road;
9. Thence along Estates Road N 64° 14' 04" W a distance of 247.34' ;
10. Thence crossing the right-of-way of Estates Road, S 25° 45' 56" W a distance of 40.00' to a point near the entrance to " Pond View" (a private road ending in a cul-de-sac; ;
11. Thence on the southerly right-of-way line of Estates Road the following 2 courses:
- (i) N 61° 09' 31" W a distance of 73.92' ; and
  - (ii) N 55° 27' 14" W a distance of 154.08' to the northwesterly corner of the former Lot 1;
12. Thence along the common boundary of Lot 2, the Pond View cul-de-sac, and Lot 4 the following five (5) courses:
- (i) S 27° 43' 39" W a distance of 120.00' ;
  - (ii) S 59° 32' 12" E a distance of 214.26' ;
  - (iii) S 25° 45' 56" W a distance of 45.00' ;
  - (iv) on a curve to the left with an arc length of 19.44' , radius of 45.00' , and a chord course of S 13° 23' 22" W, 19.29' ;
  - (v) N 88° 58' 50" W a distance of 183.90' to a point in line of lands n/f of Nelson (DB 182 p 436);
13. Thence N 18° 59' 27" W a distance of 370.00' to a point at the edge of the right-of-way of Estates Road ;
14. Thence into the right of way of Estates Road N 37° 10' 46" E a distance of 28.47' ;
15. Thence along lands n/f of Dotter (DB 1237 p 132) and through the right of way of Estates Road, the following three (3) courses:

- (i) N 51° 30' 26" W a distance of 44.04' ;
- (ii) N 59° 39' 24" W a distance of 322.90' ;
- (iii) N 73° 06' 16" W a distance of 40.32' to a point for a corner;

16. Thence continuing along lands n/f of Dotter S 07° 30' 40" E a distance of 329.94' to a point in line of lands n/f of Nielsen Family Trust (RB 2251 p 2575) ;

17. Thence along lands n/f of Nielsen S 70° 40' 39" W a distance of 250.00' to the center of State Route 507;

18. Thence running on the center of State Route 507 the following 8 courses:

- (i) N 14° 28' 40" W a distance of 85.21' ;
- (ii) N 12° 53' 11" W a distance of 82.46' ;
- (iii) N 08° 09' 48" W a distance of 85.56' ;
- (iv) N 05° 04' 39" W a distance of 68.58' ;
- (v) N 02° 00' 31" W a distance of 91.14' ;
- (vi) S 03° 38' 29" W a distance of 133.61' ;
- (vii) S 07° 40' 37" W a distance of 168.80' ;
- (viii) N 15° 10' 22" E a distance of 101.30' to a point for a corner;

19. Thence leaving State Route 507 and running in the right-of-way of Pine Bark Road, N 69° 51' 23" E a distance of 288.60' to a point in the northerly line of lands of Bell Telephone Co. (DB 244 p 119);

20. Thence running on the perimeter of said Bell Telephone lot the following 4 courses:

- (i) S 62° 45' 13" W a distance of 88.33' ;
- (ii) S 19° 19' 17" E a distance of 200.00' ;
- (iii) S 62° 45' 13" W a distance of 88.33' ;
- (iv) N 19° 19' 17" W a distance of 198.56' ;

21. Thence running on the common line of Tract 3R and lands n/f of Kenneth Coughlin (DB 2398 p 259) N 69° 51' 23" E a distance of 286.00' ;

22. Thence continuing along lands n/f of Couglin N 04° 34' 25" W a distance of 583.35' ;

23. Thence running on the line of Raymond & Arlene Sachleben, N 04° 05' 19" W a distance of 244.37' to a corner in the center of Old Rte. 507;

24. Thence N 59° 28' 50" E a distance of 78.07' ;

25. N 69° 51' 54" E a distance of 77.20' ;

26. N 79° 41' 05" E a distance of 71.32' ;

27. Thence Leaving Old Route 507 and running on the common lines of Final Tract 3R and lands of Maietta, then lands of Abromitis, the following 4 courses:

- (i) N 06° 58' 02" W a distance of 75.76' ;
- (ii) N 00° 25' 41" W a distance of 121.70' ;
- (iii) S 77° 02' 15" W a distance of 19.80' ;
- (iv) N 21° 25' 30" W a distance of 19.41' to a point in line of lands of PPL Holtwood, LLC. (and being 36.22 feet northeast from a PPL Monument);

28. Thence running on the common line of Tract 3R and Lands of PPL Holtwood, LLC the following 4 courses:

- (i) N 52° 19' 02" E a distance of 465.92' ;
- (ii) S 04° 46' 38" E a distance of 70.02' to PPL Monument 159-1;
- (iii) N 66° 27' 07" E a distance of 352.66' to PPL Monument 159;
- (iv) N 85° 45' 56" E a distance of 8.69' to the northwesterly corner of a lot n/f Kenneth George (DB 1305 p 59);

29. Thence running on the line of said George lot the following 3 courses:

- (i) S 05° 18' 42" E a distance of 58.70' ;
- (ii) N 84° 41' 18" E a distance of 50.00' ;
- (iii) N 05° 18' 38" W a distance of 57.76' ;

30. Thence running on the line of lands of PPL Holtwood, N 85° 45' 56" E a distance of 259.54' to PPL Monument No. 158 marking a corner of the Tanglwood Lakes Development;

31. Thence running the common line of said Tanglwood Lakes Development, S 05° 04' 29" E a distance of 539.64' to the southerly right-of-way line of State Route 507, being also the northeasterly corner of lands of Haven Development Company (DB 2295 p 1938);

32. Thence running on the common line of Tract 3R and lands of Haven Development Company the following 3 courses:

- (i) S 85° 16' 36" W a distance of 200.00' ;
- (ii) S 04° 43' 24" E a distance of 387.06' ;
- (iii) N 87° 05' 04" E a distance of 200.15' to a point in line of lands n/f Mancuso (RB 2368 p 1917);

33. Thence along lands of Mancuso and Tanglwood Lakes Development, S04° 48' 56" E a distance of 2059.65' to the point of BEGINNING.

EXCEPTING THEREOUT AND THERFROM the following two (2) perimeter descriptions which comprise four (4) individual lots of land, which lie along the state highway (PA Route 507) but fall within the Tract 3R perimeter description set forth above, but are under separate individual ownership and are therefore excepted out of the above description.

**EXCEPTED PERIMETER ONE-** Lands of Joseph O'Brien, et al (RB 2174 p 951) :

Commencing at the northeasterly corner of Lands of Haven Development Company and running S 05° 04' 29" E a distance of 34.27' and S 85°09'56" W a distance of 108.78 to the point of beginning; Thence running on the perimeter of

the O'Brien lot the following 4 courses: (1) S 85° 09' 56" W a distance of 90.00'; (2) N 04° 41' 10" W a distance of 109.01'; (3) N 85° 18' 50" E a distance of 90.00'; and (4) S 04° 41' 10" E a distance of 108.78' to the point of beginning. Containing a **total excepted area of 0.22 acres**, more or less.

**EXCEPTED PERIMETER TWO-** Contiguous Lands n/f Paul Guccini, Lands of Leroy Guccini and Lands of Leonard Guccini: Commencing at the southwest corner of the O'Brien Lot described above and running S 85°09'56" W a distance of 41.00' to the point of beginning; Thence running on the perimeter of the 3 Guccini lots the following 6 courses: (1) S 04° 43' 23" E a distance of 286.98'; (2) N 83° 58' 05" W a distance of 136.98'; (3) N 86° 25' 48" W a distance of 151.82'; (4) N 86° 43' 22" W a distance of 118.88'; (5) N 03° 46' 18" W a distance of 222.23'; and (6) N 85° 09' 56" E a distance of 398.84' to the point of beginning. Containing a **total excepted area of 2.32 acres**, more or less.

**COMPRISING** all of consolidated **Tract 3R** and containing a net area of 71.57 acres (which has been adjusted for the two (2) above exceptions).

TOGETHER WITH and UNDER AND SUBJECT TO all rights, rights of way, exceptions, reservations, as set forth in the chain of title and as shown on the above referenced map.

SUBJECT TO rights of others over and across so much of the above-described Tract 3R as lies in the bed of "Estates Road" "Park View Drive" and PA Route 507

TOGETHER WITH rights of ingress egress and regress over and across the private roads "Pine Bark Road" and "Park View Drive

SUBJECT TO RIGHTS of Kenneth George, his heirs, successors and assigns to and from State Route 507

**BEING** a portion of those pieces, parcels or tracts of land, which Deer Haven, LLC by its certain deed dated November 8, 2010 and recorded in Pike County Record Book 2350 at page 1850, granted and conveyed unto Pocono Lakefront, LLC, the grantor herein, specifically being Parcel Two (identified as the former Tract 2 on the above referenced plan), Parcel Three (identified as the former Tract 6 on the above referenced plan) and Parcel Four (identified as the former "Entrance Parcel" on the above referenced plan).

**ALSO BEING ALL OF** those pieces, parcels or tracts of land which Haven Development Company, LLC by deed dated November 8, 2010 and recorded in Pike County Record Book 2350 at page 1842, granted and conveyed unto Pocono Lakefront, LLC, the grantor herein. Parcel One of this deed is identified as the former Tract 3 and Parcel Two is identified as the Lakcfront Lot on the above-referenced plan.

**ALSO BEING THAT PIECE OR PARCEL OF LAND WHICH** Randy S. Miller, Inc. (formerly Lake View Land & Cattle) by deed dated 4-20-2011 and recorded in Pike County Record Book 2362 at page 2140, granted and conveyed unto Pocono Lakefront, LLC, the grantor herein, identified as the former Parcel BR on the above-referenced plan.

This Consolidation deed for Tract 3R is being done in anticipation of the submission of a Land Development Plan for a Townhouse Project being developed on Tract 3R. As part of the Zoning approval for that Project, an adjacent parcel, identified on the above-referenced Plan as "Tract 1 Remainder", is to be dedicated for open space as part of the Townhouse Project. Note J on the above-referenced plan addresses the provisions of that open space dedication.

AND the said Grantor WILL WARRANT SPECIALLY the property hereby conveyed.

IN WITNESS WHEREOF, the said Pocono Lakefront, LLC, is a Manager-Managed Limited Liability Company and has caused this Deed to be signed by its Manager and that the said Manager have signed their names in accordance with the Operating Agreement of the Grantor Limited Liability Company, on the day and year first above written.

POCONO LAKEFRONT, LLC:

*Jacob Goren*  
Jacob Goren, Manager

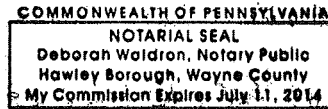
STATE OF PA

COUNTY OF WAYNE

ON THIS, the 21 day of JUNE 2013 before me the undersigned officer, personally appeared Jacob Goren, who acknowledged him/herself to be the Manager of Pocono Lakefront, LLC, a Pennsylvania limited liability company, and that as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company as Member.

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

*Deborah Waldron*  
Notary Public



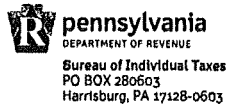
I HEREBY CERTIFY that the precise residence of the within named Grantee is:  
61 W. 62<sup>nd</sup> Street, Unit #22E  
New York, NY 10023

*[Signature]*  
Attorney for the parties.

I hereby CERTIFY that this document is recorded in the Recorder's Office of Pike County, Pennsylvania.



*Sharon Schroeder*  
Sharon Schroeder,  
Recorder of Deeds



# REALTY TRANSFER TAX STATEMENT OF VALUE

**RECORDER'S USE ONLY**

|                |         |
|----------------|---------|
| State Tax Paid | 0       |
| Book Number    | 2423    |
| Page Number    | 2400    |
| Date Recorded  | 6/25/13 |

See reverse for instructions.

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

**A. CORRESPONDENT - All inquiries may be directed to the following person:**

|                           |                   |       |          |                   |                |  |
|---------------------------|-------------------|-------|----------|-------------------|----------------|--|
| Name                      | R ANTHONY WALDRON |       |          | Telephone Number: | (570) 226-6288 |  |
| Mailing Address           | City              | State | ZIP Code |                   |                |  |
| 8 SILK MILL DRIVE STE 215 | HAWLEY            | PA    | 18428    |                   |                |  |

**B. TRANSFER DATA**

|                      |                      |
|----------------------|----------------------|
| Grantor(s)/Lessor(s) | Pocono Lakefront LLC |
| Mailing Address      | 61 W 62nd St #22     |
| City                 | NEW YORK             |
| State                | NY                   |
| ZIP Code             | 10023                |

**C. Date of Acceptance of Document**

|                      |                      |
|----------------------|----------------------|
| Date                 | 06/21/13             |
| Grantee(s)/Lessee(s) | Pocono Lakefront LLC |
| Mailing Address      | 61 West 62nd St #22  |
| City                 | New York             |
| State                | NY                   |
| ZIP Code             | 10023                |

**D. REAL ESTATE LOCATION**

|                |                       |                   |                       |         |  |
|----------------|-----------------------|-------------------|-----------------------|---------|--|
| Street Address | Rte 507               |                   | City/Township/Borough | Pelmyra |  |
| County         | School District       | Tax Parcel Number |                       |         |  |
| PIKE           | WALLENPAUPACK Area 50 | see attached      |                       |         |  |

**E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION?  Y  N**

|                              |                              |                        |
|------------------------------|------------------------------|------------------------|
| 1. Actual Cash Consideration | 2. Other Consideration       | 3. Total Consideration |
| 1.00                         | + 0.00                       | = 1.00                 |
| 4. County Assessed Value     | 5. Common Level Ratio Factor | 6. Fair Market Value   |
| 194,290.00                   | x 4.05                       | = 786,674.50           |

**F. EXEMPTION DATA**

|                                 |   |   |
|---------------------------------|---|---|
| 1a. Amount of Exemption Claimed | 1b. Percentage of Grantor's Interest in Real Estate | 1c. Percentage of Grantor's Interest Conveyed |
| 100.00                          | 100   | 100   |

**Check Appropriate Box Below for Exemption Claimed.**

- Will or intestate succession. \_\_\_\_\_ (Name of Decedent) \_\_\_\_\_ (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust \_\_\_\_\_  
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) "Deed from entity to itself for lot combination purposes only"

**Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.**

|   |      |
|---|------|
| Signature of Correspondent or Responsible Party | Date |
|   |      |

**FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.**

ADDENDUM TO STATEMENT OF VALUE 6-21-13

GRANTOR: POCONO LAKEFRONT LLC

GRANTEE: POCONO LAKEFRONT LLC

| Tax Map No.          | Assessed Value |
|----------------------|----------------|
| 070.04-01-03         | 156030.00      |
| 070.04-01-01         | 5060.00        |
| 070.04-01-35         | 4250.00        |
| 070.04-01-55         | 14340.00       |
| 070.04-01-46         | 14610.00       |
| <br>                 |                |
| Total Assessed Value | 194290.00      |
| <br>                 |                |
| CLRF                 | 4.05           |
| <br>                 |                |
| FMV                  | 786,874.50     |

EXHIBIT B-1

**THIS DEED**

MADE THE 8<sup>th</sup> day of November in the year two thousand ten

BETWEEN HAVEN DEVELOPMENT COMPANY, LLC  
A New Jersey limited liability company

GRANTOR

AND POCONO LAKEFRONT, LLC  
a Pennsylvania limited liability company  
of

GRANTEE

WITNESSETH, that in consideration of ONE AND NO/100s --- (\$1.00) --- DOLLAR, in hand paid, the receipt whereof is hereby acknowledged; the Grantor does hereby grant and convey unto the said Grantee, its successors and Assigns,

Parcel One:

**ALL THAT CERTAIN** piece or parcel of land situate in Palmyra Township, Pike County, Pennsylvania, designated as **Tract No. 3** on the survey map prepared by Harry F. Schoenagel, Professional Land Surveyor, dated February 18, 1986 and entitled White Beauty View Resort (the "Survey Map"), recorded in Pike County Plat Book 25, at page 10, and more particularly bounded and described as follows:

BEGINNING at Pennsylvania Power and Light Company Monument Number 158, being also in the line of lands of Tanglwood Lakes, Inc.;

Thence along the lands of Tanglwood Lakes, Inc. South seven (07) degrees four (04) minutes and fifty-three (53) seconds West five hundred thirty-nine and forty-six hundredths (539.46) feet to the Northeasterly corner of Parcel 31 on the Survey Map;

Thence along Parcel 31 by two (2) courses and distances as follows:

- 1) North eighty-two (82) degrees thirty-nine (39) minutes and fifty-three (53) seconds West two hundred (200.00) feet to a corner; and
  - 2) South seven (07) degrees twenty (20) minutes and seven (07) seconds West three hundred sixty-five (365.00) feet to a corner in the line of lands of Sky Top Heights, Inc.;
-

Thence along the line of lands of Sky Top Heights, Inc. by three (3) courses and distances as follows:

- 1) North eighty-two (82) degrees thirty-nine (39) minutes and fifty-three (53) seconds West twenty (20.00) feet to a corner;
- 2) North seven (07) degrees twenty (20) minutes and seven (07) seconds East one hundred eight and four hundredths (108.04) feet to a corner; and
- 3) North seventy-one (71) Degrees fifty-six (56) minutes and fifty-three (53) seconds West twenty and thirty-five hundredths (20.35) feet to the Southeasterly corner of Parcel Thirty-two (32) on the Survey Map;

Thence along said Parcel Thirty-two (32) North seven (07) degrees twenty (20) minutes and thirteen (13) seconds East two hundred eighty-six and ten hundredths (286.10) feet to a corner in the center of Pennsylvania Traffic Route 507;

Thence along the centerline of Traffic Route 507, along Parcels 32, 33, and 34 on the Survey Map, and

Thence along Tract No. 6, by two (2) courses and distances as follows:

- 1) North eighty-two (82) degrees thirty-nine (39) minutes and fifty-three (53) seconds West three hundred ninety-eight and thirty-eight hundredths (398.38) feet to a point; and
- 2) North eighty-three (83) degrees forty-six (46) minutes and forty-eight (48) seconds West three hundred forty-eight and seventy-nine hundredths (348.79) feet to a corner;

Thence still along Tract No. 6 North seventy-one (71) degrees fifty-three (53) minutes and twenty (20) seconds West forty and seventy-three hundredths (40.73) feet to a point in the right-of-way at the Southeasterly corner of Parcel 7-2 on the Survey Map;

Thence along Parcel 7-2 North five (05) degrees ten (10) minutes and twenty-three (23) seconds East seventy-five and seventy hundredths (75.70) feet to the Southeasterly corner of the lands of Emerson Neifert;

Thence along the lands of Emerson Neifert by three (3) courses and distances as follows:

- 1) North eleven (11) degrees forty-two (42) minutes and forty-four (44) seconds East one hundred twenty-one and seventy hundredths (121.70) feet to a corner;
  - 2) South eighty-nine (89) degrees ten (10) minutes and forty (40) seconds West nineteen and eighty hundredths (19.80) feet to a corner; and
  - 3) North nine (09) degrees seventeen (17) minutes and five (05) seconds West nineteen and forty- one hundredths (19.41) feet to a corner in the line of lands of the Pennsylvania
-

Power and Light Company (sometimes called the Project Line);

Thence along the said Pennsylvania Power and Light Company by four (4) courses and distances as follows:

- 1) North sixty-four (64) degrees twenty-five (25) minutes and fifty-one (51) seconds East four hundred sixty-five and eighty hundredths (46<sup>^</sup>.80) feet to Pennsylvania Power and Light Company Monument Number 161;
- 2) South seven (07) degrees thirty-three (33) minutes and forty-seven (47) seconds West sixty-nine and twenty hundredths (69.20) feet to Pennsylvania Power and Light Company Monument Number 160;
- (3) North seventy-eight (78) degrees forty-seven (47) minutes and fifty-one (51) seconds East three hundred fifty-two and ninety-three hundredths (352.93) feet to Pennsylvania Power and Light Company Monument Number 159; and
- (4) South eighty-two (82) degrees six (06) minutes and eight (08) seconds East eight and sixty-eight hundredths (8.68) feet to the Northwesterly corner of Parcel 2 on the Survey Map;

Thence along Parcel 2 by three (3) courses and distances as follows:

- 1) South six (06) degrees forty-nine (49) minutes and thirty-four (34) seconds West fifty-eight and seventy hundredths (58.70) feet to a corner;
- 2) South eighty-three (83) degrees ten (10) minutes and twenty-six (26) seconds East fifty (50.00) feet to a corner; and
- 3) North six (06) degrees forty-nine (49) minutes and thirty-eight (38) seconds East fifty-seven and seventy-six hundredths feet to a corner in the line of lands of the Pennsylvania Power and Light Company;

Thence along the lands of Pennsylvania Power and Light Company South eighty-two (82) degrees six (06) minutes and eight (08) seconds East ninety-nine and thirty-nine hundredths (99.39) feet to the Northwesterly corner of Parcel 1 on the Survey Map;

Thence along Parcel No. 1 by three (3) courses and distances as follows:

- 1) South six (06) degrees forty-nine (49) minutes and thirty-four (34) seconds West fifty-five and ninety-seven hundredths (55.97) feet to a corner;
  - 2) South eighty-three (83) degrees ten (10) minutes and forty-five (45) seconds East fifty (50.00) feet to a corner; and
  - 3) North six (06) degrees forty-nine (49) minutes and thirty-four (34) seconds East fifty-five and three hundredths (55.03) feet to a corner in the line of lands of the Pennsylvania
-

Power and Light Company; and

Thence along the lands of Pennsylvania Power and Light Company South eighty-two (82) degrees six (06) minutes and eight (08) seconds East one hundred nine and ninety-five hundredths (109.95) feet to the place of BEGINNING.

CONTAINING ten and fifty-four hundredths (10.54) acres of land, more or less, as surveyed by Harry P. Schoenagel, Registered Professional Surveyor, February 18, 1986, all bearings as of the magnetic meridian.

EXCLUDING from the foregoing Tract No. 3 the parcel of land which Guccini, Inc. conveyed to Otto Ugucconi and Christine Ugucconi, his wife, by a Deed dated December 1, 1956 and recorded in Pike County in Deed Book 135, at page 134, being ninety (90.00) feet in width along the centerline of Pennsylvania Traffic Route 507 and extending Northerly of that width a depth of one hundred ten (110.00) feet, being designated as Parcel 4 on the Survey Map.

SUBJECT to the flowage easement granted by Naldo Guccini and Edith Guccini, his wife (former owners) to Pennsylvania Power and Light Company by an Agreement dated February 2, 1954 and recorded in Pike County in Deed Book 122, at page 109.

SUBJECT to reservations, easements, air space rights, covenants and conditions as set forth in Deed from G.P. Management, Inc. to Lakeside Resort Enterprises, L.P., dated 5/31/1991 and recorded 6/3/1991 in Pike County in Book 399 page 98.

EXCEPTING THEREOUT AND THEREFROM all that certain estate right and interest in air space, buildings, structures, improvements, foundations, footings, columns, etc., as set forth in Deed from G.P. Management, Inc. to Lakeside Time Shares, Inc., dated 5/31/1991 and recorded 6/3/1991 in Pike County in Book 399 page 120

ALSO EXCEPTING THEREOUT AND THEREFROM all that certain estate right and interest in air space, buildings, structures, improvements, foundations, footings, columns, etc., as set forth in Deed from G.P. Management, Inc. to Edwin Inc., dated 5/31/1991 and recorded 6/3/1991 in Pike County in Book 399 page 125

BEING that piece or parcel of land which Lakeside Resort Enterprises, LP by deed dated 6/11/2004 and recorded in Record Book 2103 at page 5, granted and conveyed unto Haven Development Company, LLC, the grantor herein.

Currently identified by Pike County Tax Map No. 070.04-01-03

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Parcel Two:

**ALL THAT CERTAIN** that certain piece, parcel and tract of land, situatc in the Township of Palmyra, County of Pike and Commonwealth of Pennsylvania, more particularly described as follows;

BEGINNING at the Northeast corner, said corner being in the line of lands of Guccini and of the Pennsylvania Power and Light Company and being also North eighty-six (86) degrees seventeen (17) minutes West one hundred and seven and five-tenths (107.5) feet from the Northeast corner of the lands of the Grantors herein; thence along the line of lands of the Pennsylvania Power and Light Company, North eighty-six (86) degrees seventeen (17) minutes West fifty and two-tenths (50.2) feet to a corner; thence South seven (7) degrees forty-five (45) minutes West seventy and six one-hundredths (70.06) feet to a corner; thence South eighty-two (82) degrees fifteen (15) minutes East fifty (50) feet to a corner; thence North seven (7) degrees forty-five (45) minutes East seventy-three and six-tenths (73.6) feet to the place of BEGINNING. Bearings from the Magnetic meridian of the year of 1948 and containing eight one-hundredths (0.08) of an acre of land be the same more or less.

TOGETHER with unto the Grantees herein, their heirs and assigns, all rights, right of way and privileges an under and subject to all conditions, restrictions, reservations, covenants, easemcnts and exceptions as set forth in the foregoing recited deed. Reference may be had to said deed or the record thereof for any and all purposes hi connection with this conveyance with the same force and effect as if the same were more fully and at large set forth herein.

BEING that piece or parcel of land which Judith P. Mascia-Lilly by deed dated 7/23/2004 and recorded in Record Book 2060 at page 2311, granted and conveyed unto Haven Development Company, LLC.

Currently identified by Pike County Tax Map No. 070.04-01-01

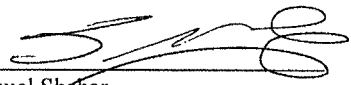
201000010109  
Filed for Record in  
PIKE COUNTY, PA  
SHARDN SCHRÖDER, RECORDER OF DEEDS  
11-17-2010 At 03:53 pm.  
DEED            15851.82  
DR Book    2350 Page 1842 - 1849

201000010109  
Exempt Status - N  
STATE RE    \$    7893.41  
LOCAL RE    \$    7893.41  
\$    3946.70 PALMYRA TWP  
\$    3946.71 WALLENPAUPACK AREA SCHOOL DIST

---

AND the said Grantor WILL WARRANT SPECIALLY the property hereby conveyed.

IN WITNESS WHEREOF, the said DEER HAVEN, is a Limited Liability Company and has caused this Deed to be signed by its Authorized Member, and that the said member has signed his/her name in accordance with the Operating Agreement of the Grantor Limited Liability Company, on the day and year first above written.


  
Shmuel Shahar  
Authorized Member

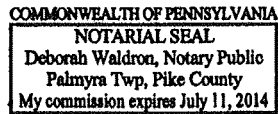
STATE OF PIKE

COUNTY OF PA

ON THIS, the 8 day of November 2010, before me the undersigned officer, personally appeared Shmuel Shahar who acknowledged him/herself to be the Authorized Member of Haven Development Company, LLC a limited liability company, and that as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.


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

  
Notary Public




I HEREBY CERTIFY that the precise residence of the within named Grantee is:

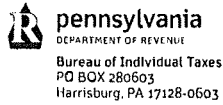
865 Rte 507  
Greentown Pa 18426

  
Attorney for the part.

I hereby CERTIFY that this document is recorded in the Recorder's Office of Pike County, Pennsylvania.



  
Sharon Schroeder,  
Recorder of Deeds



**REALTY TRANSFER TAX STATEMENT OF VALUE**

See reverse for instructions.

| RECORDER'S USE ONLY |          |
|---------------------|----------|
| State Tax Paid      | 7893.41  |
| Book Number         | 2350     |
| Page Number         | 1848     |
| Date Recorded       | 11-17-10 |

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

**A. CORRESPONDENT - All inquiries may be directed to the following person:**

|                 |                 |                   |                |
|-----------------|-----------------|-------------------|----------------|
| Name            | Anthony Waldron | Telephone Number: | (570) 226-6288 |
| Mailing Address | 106 Shook Road  | City              | Hawley         |
|                 |                 | State             | PA             |
|                 |                 | ZIP Code          | 18428          |

**B. TRANSFER DATA**

|                      |                                |
|----------------------|--------------------------------|
| Grantor(s)/Lessor(s) | Haven Development Company, LLC |
| Mailing Address      | 41 Elm Street Ste 1C           |
| City                 | Morristown                     |
| State                | NJ                             |
| ZIP Code             | 07960                          |

**C. Date of Acceptance of Document**

|                                |                       |
|--------------------------------|-----------------------|
| Date of Acceptance of Document | 11/08/20              |
| Grantee(s)/Lessee(s)           | Pocono Lakefront, LLC |
| Mailing Address                | 865 Route 507         |
| City                           | Greentown             |
| State                          | PA                    |
| ZIP Code                       | 18426                 |

**D. REAL ESTATE LOCATION**

|                |           |                         |                       |
|----------------|-----------|-------------------------|-----------------------|
| Street Address | Route 507 | City, Township, Borough | Palmyra               |
| County         | Pike      | School District         | Wallenpaupack         |
|                |           | Tax Parcel Number       | See attached schedule |

**E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION?  Y  N**

|                              |                              |                         |
|------------------------------|------------------------------|-------------------------|
| 1. Actual Cash Consideration | 2. Other Consideration       | 3. Total Consideration  |
| 1.00                         | + 0.00                       | = 1.00                  |
| 4. County Assessed Value     | 5. Common Level Ratio Factor | 6. Fair Market Value    |
| 161090                       | X 4.90                       | = 789,341 <sup>00</sup> |

**F. EXEMPTION DATA**

|                                 |   |   |
|---------------------------------|---|---|
| 1a. Amount of Exemption Claimed | 1b. Percentage of Grantor's Interest in Real Estate | 1c. Percentage of Grantor's Interest Conveyed |
| 0.00                            | 100%  | 100%  |

**Check Appropriate Box Below for Exemption Claimed.**

- Will or intestate succession. (Name of Decedent) (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust. If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.)

**Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.**

|   |          |
|---|----------|
| Signature of Correspondent or Responsible Party | Date     |
| <i>[Signature]</i>                              | 11-16-10 |

**FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.**

Haven Development Company, LLC

to Pocono Lakefront, LLC, Buyer

**Date of Conveyance 11-08-10**

| Map No.                      | Control No. | Assessed value: |
|------------------------------|-------------|-----------------|
| 070.04-01-01                 | 010195      | 5,060           |
| 070.04-01-03                 | 009591      | 156030          |
| <u>Total Assessed Value:</u> |             | <u>161,090</u>  |
| @ CLRF 4.90                  |             | \$ 789,341.00   |
| @ 2%                         |             | \$ 15,786.82    |

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EXHIBIT B-2

**THIS DEED**

Instrument      Book Page  
201100003579 DR      2362 1f40

THIS IS THE FIRST PART OF A 1031 EXCHANGE

MADE THE 20<sup>th</sup> day of April in the year two thousand eleven

BETWEEN **RANDY S. MILLER, INC., formerly Lake View Land & Cattle, Inc.**

GRANTOR

AND **POCONO LAKEFRONT, LLC,**  
a Pennsylvania limited liability Company

GRANTEE

WITNESSETH, that in consideration of ONE MILLION FOUR HUNDRED FIFTY THOUSAND AND NO/100S ---(\$1,450,000.00) --- DOLLARS, (EXCHANGE CONSIDERATION) in hand paid, the receipt whereof is hereby acknowledged; the Grantor does hereby grant and convey unto the said Grantee, its Successors and Assigns,

**ALL THAT CERTAIN** piece or parcel of land lying, situate and being in the Township of Palmyra, County of Pike and Commonwealth of Pennsylvania as bounded and described as **Parcel "BR"** upon a certain map entitled "Map Showing Combination of Lands of Joseph T. Roethel recorded in Plat Book 31 at page 250 and being more particularly bounded and described as follows:

BEGINNING at a set #4 rebar set in the center of a 40' wide right of way leading from the herein conveyed parcel and PA Route 507 and being the northernmost point of the within described Parcel "BR"; thence along the center of said 40' wide right of way South 72° 40' 00" West 260.00' to a set #4 rebar for a corner; thence along lands formerly of Lakeside Resort Enterprises (now Pocono Lakefront, LLC - RB 2350 pg 1850) the following three (3) courses and distances:

South 14° 19' 23" West 587.90' to a found spike for a corner;

South 88° 40' 00" East 330.00' to a set spike; and

South 78° 45' 00" East 865.37' to a set #4 rebar for a corner; thence along lands n/f of Tanglwood Lakes Community Association and others North 07° 45' 00" East 468.81' to a set #4 rebar; thence along the combined Parcel "B1R" on the above referenced map the following two (2) courses and distances:

North 80° 26' 32" West 200.10' to a set #4 rebar;

North 07° 45' 00" East 22.06' to a set #4 rebar; thence North 82° 15' 00" West 20.00 feet to a corner in the center of a 40' wide right of way leading from the herein conveyed parcel BR and PA Route 507; thence along the center of this second 40' wide right of way North 07° 45' 00" East 108.04' to a point for a corner; thence along lands n/f of Guccini and others North 71° 32' 00" West 157.38' to a found #4 rebar; thence North 73° 59' 40" West 151.82' to a found #4 rebar; thence North 73° 49' 25" 118.76' to a found hemlock; thence along lands formerly of Lakeside Resort Enterprises (now Pocono Lakefront, LLC RB 2350 pg 1850) North 73° 49' 25"

West 249.24' to the point and place of BEGINNING. COMPRISING within said boundaries **Parcel BR** on the above referenced map and containing 15.76 acres of land, be the same more or less.

The above described parcel is currently identified by Pike County Tax Map No. 070.04-01-35.

ALSO GRANTING AND CONVEYING to the Grantee, its successors and assigns, a right-of-way over two private roadways for the purpose of allowing ingress, egress and regress to and from the premises herein conveyed to State Highway Route No. 507, the one right of way being located to the east of premises owned by L. D. Guccini, said right of way being labeled "Mobile Home Drive" on the aforesaid map and the other right of way being the right of way which leads to the premises herein conveyed from Route No, 507 at a point approximately opposite the North Lodge and then in a general southwesterly direction, all of which is shown on the aforesaid map and all of which are physically in place on the; premises. Said rights of way shall be forty (40') feet in width and shall be for the use of the Grantor, its successors and assigns, and the Grantee, its successors and assigns.

AND the Grantee, for itself, its successors and assigns, agree to and with the Grantor, its successors and assigns, that the following restriction and condition shall be covenants running with the land and binding upon the heirs and assigns of the Grantee herein: 1. The aforesaid premises shall not be used for any industrial purpose whatsoever.

ALSO GRANTING AND CONVEYING to the Grantee, its successors and assigns, a right-of-way for all utility lines and installations which serve the premises being herein conveyed, said lines and installations being open and apparent upon the ground,

ALSO GRANTING AND CONVEYING, to the Grantee, its successors and assigns, the right to the use of and to all water lines and sewer lines which connect the mobile home park located on the premises which are the subject of this deed with the sewage treatment plant for a period of 40 years as well as the right to the use of the sewage treatment plant for the disposal of waste, for a period of 40 years, said line being subject to the agreements and obligations as contained in the Deed from Guccini, Inc., White Beauty View, Inc., Pike County Industrial and Commercial Development Authority and Northeastern Bank of Pennsylvania, to Sky Top Heights, Inc., dated May 26, 1981 and recorded in the Pike County Recorder's Office in Deed Book 772 at Page 315.

TOGETHER WITH and UNDER AND SUBJECT TO all of the restrictions, reservations, covenants, obligations and rights as contained in the Deed from Guccini, Inc., White Beauty View, Inc., Pike County Industrial and Commercial Development Authority and Northeastern Bank of Pennsylvania, to Sky Top Heights, Inc., dated May 26, 1981 and recorded in the Pike County Recorder's Office in Deed Book 772 at Page 315.

BEING that piece or parcel of land which Sky Top Heights, Inc., by deed dated 12-10-1993 and recorded in Record Book 818 page 327, granted and conveyed unto Lake View Land & Cattle, Inc. LESS that parcel of land which Lake View Land & Cattle, Inc. by deed dated 4/28/1994 and recorded in Record Book 891 at page 13, granted and conveyed to Joseph T. Roethel and Lynne G. Roethel. Lake View Land & Cattle, Inc., by Change of Name filed with the PA Dept. of State is now Randy S. Miller, Inc.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Witness:

RANDY S. MILLER, INC.

*[Handwritten signature]*

*[Handwritten signature]*  
Randy S. Miller, President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF WAYNE

201100003579  
Filed for Record in  
PIKE COUNTY, PA  
SHARON SCHROEDER, RECORDER OF DEEDS  
05-04-2011 At 01:18 pm.  
DEED 29055.00  
OR Book 2362 Page 1140 - 1142

ON THIS, the 20<sup>TH</sup> day of April 2011, before me the undersigned officer, personally appeared RANDY S. MILLER who acknowledged him/herself to be the President of RANDY S. MILLER, INC., formerly Lake View Land & Cattle, Inc. a Pennsylvania Business corporation and that as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

*[Handwritten signature]*  
Notary Public

NOTARIAL SEAL  
Nancy R. Janiec, Notary Public  
Milford Boro, Pike County  
Commonwealth of Pennsylvania  
My Commission Expires October 31, 2013

I HEREBY CERTIFY that the precise residence of the within named Grantee is:

~~40 Warren Street~~  
~~Patterson NJ~~  
61 WEST 62<sup>ND</sup> STREET  
22 E  
NEW YORK, N.Y. 10023

*[Handwritten signature]*  
Attorney for the Grantees.

I hereby CERTIFY that this document is recorded in the Recorder's Office of Pike County, Pennsylvania.

201100003579  
Exempt Status - N  
STATE RE \$ 14500.00  
LOCAL RE \$ 14500.00  
\$ 7250.00 PALMYRA TWP  
\$ 7250.00 WALLENPAUPACK AREA SCHOOL DIST



*[Handwritten signature]*  
Sharon Schroeder,  
Recorder of Deeds

EXHIBIT B-3

**THIS DEED**

MADE THE 8<sup>th</sup> day of November in the year two thousand ten

**BETWEEN DEER HAVEN, LLC**  
A New Jersey limited liability company

**GRANTOR**

**AND POCONO LAKEFRONT, LLC**  
a Pennsylvania limited liability company  
of

**GRANTEE**

**WITNESSETH**, that in consideration of **ONE AND NO/100s --- (\$1.00) --- DOLLAR**, in hand paid, the receipt whereof is hereby acknowledged; the Grantor does hereby grant and convey unto the said Grantee, its successors and Assigns,

Parcel One:

**ALL THAT CERTAIN** piece or parcel of land situate in Palmyra Township, Pike County, Pennsylvania designated as **TRACT NO. 1** on the survey map prepared by Harry F. Schoenagel, PLS dated 2/18/1986 and entitled White Beauty View Resort (the "Survey Map") recorded in Pike County Plat Book 25 at page 10 and more particularly bounded and described as follows:

**BEGINNING** at the southwesterly corner of Tract No. 2 in the line of lands of Donald Nelson and others, being also the Southwesterly corner of Lot Number Ten (10) on the Plat of the Subdivision known as White Beauty View Estates recorded in Pike County Plat Book 8 at page 55;

Thence along the line of Tract No. 2 by eight (8) courses and distances as follows:

- 1) North 37° 55' 27" East along Lot Number Ten (10) 81.70' to a corner;
- 2) South 53° 59' 23" East along Lot Number Fifteen (15) 305.00 feet to a corner;
- 3) South 83° 43' 36" East along Lot Number Sixteen (16) 123.54' to a corner;
- 4) Along Lots Number 16 and 17 North 37° 55' 27" East 243.44' to a corner on the westerly edge of the right of way of a 40.00' wide private road;
- 5) Continuing along Lot Number 17 on the westerly edge of the right of way of the 40.00' wide private road, following a curve to the left with a radius of 237.69', an arc distance of 102.01' to a point of tangency;
- 6) Crossing the said 40.0' wide private road North 37°55' 27" East 40.00 feet to the most northerly corner of Lot Number 37;

- 7) Along Lot Number 38, following a curve to the right with a radius of 277.69 feet, an arc distance of 205.59' to a corner; and
- 8) Continuing along Lot Number 38 North 75° 45' 19" East 66.71' to a corner of lands n/f of Tanglwood Lakes, Inc.

THENCE along the line of lands of Tanglwood Lakes, Inc. and the several lots in the subdivision of said lands, as shown on the Survey Map, by five courses and distances as follows:

- 1) South 54° 19' 05" East 497.48' to a corner;
- 2) South 69° 13' 43" East 221.14' to a corner;
- 3) South 79° 33' 11" East 191.21' to a corner;
- 4) South 42° 58' 13" East 579.49' to a corner;
- 5) South 58° 17' 17" West 1,832.51' to a corner in the center of Kleinhans Creek, sometimes called Giffords Creek;

Thence along the centerline of said Creek by 14 courses and distances as follows:

- 1) North 65° 09' 17" West 46.26' to a corner
- 2) North 36° 27' 29" West 80.48' to a corner; t
- 3) North 24° 49' 16" West 78.87' to a corner;
- 4) North 45° 26' 37" West 116.29' to a corner;
- 5) North 47° 34' 29" West 53.75' to a corner;
- 6) North 34° 27' 17" West 74.29' to a corner;
- 7) North 18° 31' 37" West 27.53' to a corner;
- 8) North 30° 05' 08" East 128.18' to a corner
- 9) North 03° 55' 03" West 58.94' to a corner;
- 10) North 02° 26' 53" West 61.30' to a corner;
- 11) North 50° 51' 24" West 35.97' to a corner;
- 12) North 73° 37' 38" West 40.98' to a corner;
- 13) South 84° 43' 14" West 53.97' to a corner; and
- 14) North 63° 54' 57" West 124.78' to a corner

Thence along the lands of Donald Nelson and others by four (4) courses and distances as follows:

- 1) North 57° 24' 18" East 228.43' to a corner;
- 2) North 41° 43' 07" West 299.05' to a corner;
- 3) North 48° 00' 46" East 206.19' to a corner'
- 4) North 41° 21' 40" West 460.23' to the place of BEGINNING.

CONTAINING forty-six and thirty-two hundredths (46.32) acres of land, more or less, as surveyed by Harry F. Schoenagel, Registered Professional Surveyor, February 13, 1986, all bearings as of the magnetic meridian.

SUBJECT to all riparian rights, and other rights of common use of the waters of Kleinhans Creek (Formerly called Giffords Creek) as set forth in prior deeds.

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EXCEPTING AND RESERVING from Tract No. 1 a twenty (20.00) acre portion shown on a map of a survey by Harry P. Schoenagel, Professional Land Surveyor, dated February 18, 1986 and revised on June 14, 1987 and September 2, 1990, a copy of which was recorded on December 12, 1990 in Plat Book 28, at page 157. COMPRISING Parcel "A" as shown on the TIA Survey Map (Being a map entitled G.P. Management, Inc."). Bearings of the magnetic meridian and CONTAINING 20.00 acres of land to be the same more or less. BEING that piece or parcel of land which G.P. Management, Inc. by deed dated 2/21/1991 and recorded in Record Book 367 page 119, granted and conveyed unto TIA Land Development, Inc.

SUBJECT TO the non-exclusive right-of-way granted to TIA Land Development, Inc., its successors and assigns, in common with the grantees herein, their successors and assigns, as set forth in Record Book 367 at page 119.

BEING Parcel A Tract No. 1 of those pieces or parcels of land which Wallenpaupack Lands, Inc. by deed dated 06/04/2004 and recorded in Record Book 2103 at page 13, granted and conveyed unto Deer Haven, LLC, the grantor herein.

The above described premises (Tract No. 1) are a portion of those lands currently identified by Pike County Tax Map No. 070.04-01-55.

Parcel Two:

**ALL THAT CERTAIN** piece or parcel of land situate in Palmyra Township, Pike County, Pennsylvania, designated as **TRACT NO. 2** on the survey map prepared by Harry F. Schoenagel, PLS, dated 2/18/1986 and entitled White Beauty View Resort (the "Survey Map") recorded in Pike County Plat Book 25 page 10 and more particularly bounded and described as follows:

BEGINNING at the southwesterly corner of Tract No. 2 in the line of lands of Donald Nelson and others, being also the Southwest corner of Lot Number Ten (10) on the Plat of the Subdivision known as White Beauty View Estates recorded in Pike County Plat Book 8 at page 55;

Thence along the line of Tract No. 1 by eight (8) courses and distances as follows:

- 1) North 37° 55' 27" East along Lot Number Ten (10) 81.70' to a corner;
  - 2) South 53° 59' 23" East along Lot Number Fifteen (15) 305.00 feet to a corner;
  - 3) South 83° 43' 36" East along Lot Number Sixteen (16) 123.54' to a corner;
  - 4) Along Lots Number 16 and 17 North 37° 55' 27" East 243.44' to a corner on the westerly edge of the right of way of a 40.00' wide private road;
  - 5) Continuing along Lot Number 17 on the westerly edge of the right of way of the 40.00' wide private road, following a curve to the left with a radius of 237.69', an arc distance of 102.01' to a point of tangency;
  - 6) Crossing the said 40.0' wide private road North 37°55' 27" East 40.00 feet to the most northerly corner of Lot Number 37;
  - 7) Along Lot Number 38, following a curve to the right with a radius of 277.69 feet, an arc distance of 205.59' to a corner; and
-

8) Continuing along Lot Number 38 North 75° 45' 19" East 66.71' to a corner of lands n/f of Tanglwood Lakes, Inc.

Thence along the line of lands of Tanglwood Lakes, Inc. and the several lots in the subdivision of said lands, as shown on the Survey Map, North 07° 20' 07" East 1,032.74' to a corner;

Thence along Tract No. 6 South 71° 44' 27" West 1,045.99' to a corner on the northeasterly edge of the right-of-way of a 40.00' private road;

Thence crossing the said private road South 37° 55' 27" West 40.00' to a corner;

Thence along the northwesterly edge of the right of way of the said private road and along Lot Number Two North 49° West 73.92' to a point;

Thence along Lots Numbered Two and One North 43° 17' 43" West 180.00' to a point;

Thence continuing along Lot Number One by three (3) courses and distances as follows:

- 1) North 58° 10' 43" West 147.66' to a corner;
- 2) North 45° 39' 43" West 40.10' to a corner; and
- 3) South 49° 20' 17" West 8.47' to a corner;

Thence along the line of lands n/f of Howell and Anns, being also along Lots Numbers One, Three and Four, South 06° 49' 56" East 423.29' to a corner;

Thence along the lands of Donald Nelson and others (being also along Lots Numbers Four, Five, Nine and Ten, South 41° 28' 02" East 722.72' to the place of BEGINNING.

CONTAINING 21.83 acres of land, more or less, as surveyed by Harry F. Schoenagel, RPS, 2/18/1986, all bearings as of the magnetic meridian.

EXCLUDING from the above described Tract No. 2 all lots on the Plot of the Subdivision known as White Beauty View Estates, by Harry F. Schoenagel, RS recorded in Plat Book 8 at page 55, heretofore conveyed by White Beauty View, inc. to various grantees, being designated and identified as follows:

| Lot No. | Deed Book | page |
|---------|-----------|------|
| 2       | 453       | 257  |
| 4       | 642       | 247  |
| 5       | 556       | 5    |
| 6       | 835       | 324  |
| 7       | 835       | 319  |
| 9       | 528       | 342  |
| 10      | 542       | 23   |
| 11      | 573       | 243  |
| 12      | 568       | 197  |

|    |      | Instrument      | Book Page |
|----|------|-----------------|-----------|
|    |      | 201000010110 OR | 2350 1854 |
| 13 | 561  |                 | 274       |
| 15 | 545  |                 | 197       |
| 16 | 528  |                 | 269       |
| 17 | 702  |                 | 166       |
| 20 | 581  |                 | 118       |
| 21 | 528  |                 | 252       |
| 22 | 573  |                 | 254       |
| 23 | 598  |                 | 87        |
| 25 | 135  |                 | 53-56     |
| 26 | 135  |                 | 49-50     |
| 27 | 1254 |                 | 134-137   |
| 28 | 135  |                 | 51-52     |

EXCLUDING also, Lot Number 19 which Samco Management Inc conveyed by deed dated 6/4/1987 in Dced Book 1136 page 89

**EXCEPTING AND RESERVING** unto the grantor herein, its successors and/or assigns, together with all rights and subject to such restrictions pertaining to lots in the White Beauty View Estates subdivision, Lot Number (8) consisting of approximately 0.51 acre of land and identified by Pike County Tax Map No. 070.04-01-65 and Lot Number Fourteen (14) consisting of approximately 0.53 acre of land and identified by Pike County Tax Map Nos. 070.04-01-71. Lots Numbered 8 and 14 are shown on the above referenced Plat Book 8 at page 55.

BEING a portion of Tract No. 2 of those pieces or parcels of land which Wallenpaupack Lands, Inc. by deed dated 06/04/2004 and recorded in Record Book 2103 at page 13, granted and conveyed unto Deer Haven, LLC, the grantor herein.

The above described premises (portion of Tract No. 2) comprises Lots 1, 3, and 29-38 of White Beauty View Estates, together with the private roads of the said subdivision as set forth on Plat Book 8 page 55 and are a portion of those lands identified by Pike County Tax Map No. 070.04-01-55.

SUBJECT to those rights, reservations, covenants, conditions and exceptions as appear in the chain and are set forth in deeds to the various lots in the subdivision.

Parcel Three:

**ALL THAT CERTAIN** piece or parcel of land situate in Palmyra Township, County, Pennsylvania, designated as **TRACT NO. 6** on the survey map prepared by Harry F. Schoenagel, Professional Land Surveyor, dated February. 18, 1986 and entitled White Beauty View Resort (the "Survey Map"), recorded in Pike County Plat Book 25, at page 10, and more particularly bounded and described as follows:

BEGINNING at the most Northerly corner of Lot Number One (1) on the Plot of the Subdivision known as White Beauty View Estates, recorded In Pike County In Plat Book 8, at page 55, said corner being located on the Southwesterly edge of the right-of-way of a forty foot (40.00) wide private road leading from Pennsylvania Traffic Route 507 to White Beauty

View Estates;

Thence partially crossing the said private road North forty-nine (49) degrees twenty (20) minutes and seventeen (17) seconds East twenty (20.00.) feet to a corner in its centerline;

Thence along the centerline of the said private road North thirty-nine (39) degrees twenty-one (21) minutes and two (02) seconds West forty-four and ninety-four hundredths (44.94) feet to a corner;

Thence continuing along the centerline of the said private road North thirty-nine (39) degrees twenty (20) minutes and fifty-five (55) seconds West eighty-nine hundredths (0.89) of a foot to a corner;

Thence along Parcel 46-2 on the Survey Map North six (06) degrees fifty-one (51) minute's and twenty (20) seconds West five hundred thirteen and seventy-seven hundredths (513.77) feet to a corner of lands of Bell Telephone Company;

Thence along the line of lands of Bell Telephone Company by three (3) courses and distances as follows:

(1) North seventy-three (73) degrees fifty-nine (59) minutes and twenty-seven (27) seconds East 1.18' feet to a corner;

(2) North eight (08) degrees five (05) minutes and three (03) seconds fifty-four and seventy hundredths (54.70) feet to a point; and

(3) North six (06) degrees fifty-one (51) minutes and twenty (20) seconds West one hundred forty-eight and ninety-two hundredths (148.92) feet to a corner in the line of lands of Parcel 36;

Thence along Parcel 36 on the Survey Map by two courses and distances as follows:

(1) North eighty-three (83) degrees one (01) minute and twenty-six (26) seconds 286.00' to a corner; and

(2) North seven (07) degrees thirty-three (33) minutes and fifty-seven (57) seconds East 583.35' to the Southeasterly corner of Parcel 10;

Thence along Parcel 10 North eight (08) degrees three (03) minutes and three (03) seconds East two hundred forty-four and thirty-seven hundredths (244.37) feet to the Southwest corner of Parcel 8 on the Survey Map;

Thence along Parcel 8 North seventy-one (71) degrees fifty-seven (57) minutes and thirty-eight (38) seconds East seventy-seven and ninety-six hundredths (77.96) hundredths feet to a corner of Parcel 7-1 on the Survey Map;

---

Thence along Parcel 7-1 North eighty-one (81) degrees fifty-six (56) minutes and twenty-nine (29) seconds East seventy-seven and twenty-four hundredths (77.24) feet to a corner of parcel 7-2 on the Survey Map;

Thence along Parcel 7-2 South eighty-eight (88) degrees thirty-one (31) minutes and fifty-one (51) seconds East seventy-one and twenty hundredths (71.20) feet to a corner of Tract No. 3

Thence along Tract No. 3 South 71°53' 20" East 40.73' to a corner in the center of PA Traffic Route 507;

Thence along the centerline of Traffic Route 507 South 83° 46' 48" East 348.79' to a corner of Parcel 34 on the Survey Map;

Thence along Parcel 34 South 08°22' 07" West 221.45' to a corner in the line of Parcel 35 on the Survey Map, now or formerly of Sky Top Heights, Inc.

Thence along Parcel 35, or the lands n/f of Sky Top Heights, Inc. by five (5) courses and distances:

- 1) North 74° 14' 18" West 249.24' to a corner
- 2) South 72° 15' 07" West 260.00' to a corner
- 3) South 13° 54' 30" West 587.90' to a corner
- 4) South 89° 04' 53" East 330.00' to a corner
- 5) South 79° 09' 53" East 865.37' to a corner in line of lands of Tanglwood Lakes, Inc.

Thence along the line of lands of Tanglwood Lakes, Inc. South 07°20' 07" West 558.59' to a corner of Tract No.2;

Thence along Tract No. 2 by six (6) courses and distances as follows:

- 1) South 71° 44' 27" West 1,045.99' to a corner on the northeasterly edge of the right of way of a 40.00' wide private road
- 2) Crossing the said private road South 37° 55' 27" West 40.00' to a corner;
- 3) Along the northeasterly edge of the right of way of the said private road and along Lot Number Two (2) of White Beauty View Estates North 49° West 73.92' to a corner;
- 4) Along Lots Numbers Two and One of White Beauty View Estates North 43° 17' 43" West 180.00' to a corner;
- 5) Continuing along Lot Number One North 58° 10' 43" West 147.66' to a corner; and
- 6) Continuing along Lot One North 45° 39' 43" West 40.10' to the place of BEGINNING.

CONTAINING 32.15 acres of land, more or less, as surveyed by Harry F. Schoenagel, PLS, dated 2/18/1986, all bearings as of the magnetic meridian.

BEING Tract No. 6 of those pieces or parcels of land which Wallenpaupack Lands, Inc. by deed dated 06/04/2004 and recorded in Record Book 2103 at page 13, granted and conveyed

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unto Deer Haven, LLC, the grantor herein.

The above described Tract No. 6 comprises a portion of those lands identified by Pike County Tax Map No. 070.04-01-55 and all of those lands identified by Pike County Tax Map No. 070.04-03.001.

Parcel Four

**PARCEL B/ENTRANCE PARCEL**

**ALL THAT CERTAIN** piece, parcel and lot of land situate in the Township of Palmyra, County of Pike and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point for a corner, said point of beginning being located in the center of PA Legislative Route 507, and being a common corner of lands n/f of Sackary and Bevan; thence North 82° 28' East 298' to a point for a corner; said point being located in the boundary line of lands n/f of Naldo Guccini and Victoria Bevan; thence along the common boundary line between lands n/f of Guccini and Bevan South 7° 32' East 773' to a point for a corner, said point being a common corner of lands n/f Bevan, Anns and Guccini; thence along the common boundary line of lands n/f Bevan and lands n/f Anns South 82° 28' West 871.2' \* to a point for a corner located in the center of LR 507; thence along the said LR the following six courses and distances:

- 1) North 00° 27' West 168.4';
- 2) North 5° 28' East 200';
- 3) North 10° 17' East 200';
- 4) North 14° 03' East 78.5';
- 5) North 18° 26' East 101.2' and
- 6) North 24° 08' East 133.7' to the point and place of BEGINNING.

\*The third element of the above description recites a distance of "871.2 feet" and is erroneous; the correct distance as established on the survey map is 558.78 feet. The aforesaid portion of the above description does, whoever also call "to a point for a corner located in the center of LR 507" which call to a monument on the ground, under applicable Pa law prevails over the distance set forth in the above description.

EXCEPTING from the above described Parcel B/Entrance Parcel a parcel of land containing 0.45 of an acre of land more or less as described in preceding deeds in the chain of title and as conveyed by White Beauty View, Inc. in Deed Book 244 page 119.

The above described Parcel B/Entrance Parcel contains within the boundaries thereof a portion referred to as "Dotter Parcel" as to which grantor makes no warranty of title. The said Dotter Parcel is described in deeds forming the chain of title and substantially being Parcel 47 on the Survey Map and substantially those premises identified by Pike County Tax Map No. 070.04-01-47.

BEING Parcel B/Entrance Parcel of those pieces or parcels of land which Wallenpaupack

Instrument      Book Page  
201000010110 OR    2350 1858

Lands, Inc. by deed dated 06/04/2004 and recorded in Record Book 2103 at page 13, granted and conveyed unto Deer Haven, LLC, the grantor herein.

The above described premises currently identified by Pike County Tax Map No. 070.04-01-46.

201000010110  
Filed for Record in  
PIKE COUNTY, PA  
SHARON SCHROEDER, RECORDER OF DEEDS  
11-17-2010 At 03:53 pm.  
DELID      4347.92  
OR Book    2350 Page 1850 - 1861

201000010110  
Exempt Status - N  
STATE RE    \$    2133.46  
LOCAL RE    \$    2133.46  
\$    1066.73 PALMYRA TWP  
\$    1066.73 WALLENPAUPACK AREA SCHDOL DIST

---

AND the said Grantor WILL WARRANT SPECIALLY the property hereby conveyed.

IN WITNESS WHEREOF, the said DEER HAVEN, is a Limited Liability Company and has caused this Deed to be signed by its Authorized Member, and that the said member has signed his/her name in accordance with the Operating Agreement of the Grantor Limited Liability Company, on the day and year first above written.

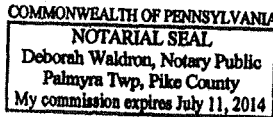
*[Signature]*  
Shmuel Shahar  
Authorized Member

STATE OF PIKE  
COUNTY OF PA

ON THIS, the 8 day of November 2010, before me the undersigned officer, personally appeared Shmuel Shahar who acknowledged him/herself to be the Authorized Member of Deer Haven, LLC a limited liability company, and that as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

*[Signature]*  
Notary Public



I HEREBY CERTIFY that the precise residence of the within named Grantee is:

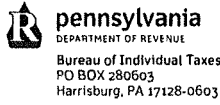
865 Rte 507  
Green Town Pa 18426

*[Signature]*  
Attorney for the grantee

I hereby CERTIFY that this document is recorded in the Recorder's Office of Pike County, Pennsylvania.



*[Signature]*  
Sharon Schroeder,  
Recorder of Deeds



**REALTY TRANSFER TAX  
STATEMENT OF VALUE**

See reverse for instructions.

**RECORDER'S USE ONLY**

State Tax Paid 2133.46

Book Number 2350

Page Number 1850

Date Recorded 11-17-10

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

**A. CORRESPONDENT - All inquiries may be directed to the following person:**

Name: Anthony Waldron Telephone Number: (570) 226-6288

Mailing Address: 106 Shook Road City: Hawley State: PA ZIP Code: 18428

**B. TRANSFER DATA**

Grantor(s)/Lessor(s): Deer Haven, LLC

Mailing Address: 41 Elm Street Ste 1C

City: Morristown State: NJ ZIP Code: 07960

**C. Date of Acceptance of Document**

Date: 11/08/20

Grantee(s)/Lessee(s): Pocono Lakefront, LLC

Mailing Address: 865 Route 507

City: Greentown State: PA ZIP Code: 18426

**D. REAL ESTATE LOCATION**

Street Address: Route 507 City, Township, Borough: Palmyra

County: Pike School District: Wallenpaupack Tax Parcel Number: See attached schedule

**E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION?  Y  N**

|                                       |  |                                      |
|---------------------------------------|--|--------------------------------------|
| 1. Actual Cash Consideration<br>1.00  | 2. Other Consideration<br>+0.00        | 3. Total Consideration<br>= 1.00     |
| 4. County Assessed Value<br>43,540.00 | 5. Common Level Ratio Factor<br>x 4.90 | 6. Fair Market Value<br>= 213,346.00 |

**F. EXEMPTION DATA**

|   |   |   |
|---|---|---|
| 1a. Amount of Exemption Claimed<br>0.00 | 1b. Percentage of Grantor's Interest in Real Estate<br>100% | 1c. Percentage of Grantor's Interest Conveyed<br>100% |
|---|---|---|

**Check Appropriate Box Below for Exemption Claimed.**

- Will or intestate succession. (Name of Decedent) (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust. If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.)

**Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.**

Signature of Correspondent or Responsible Party: *[Signature]* Date: 11-16-10

**FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.**

Deer Haven, LLC  
to Pocono Lakefront, LLC, Buyer  
**Date of Conveyance    11-08-10**

| Map No.                     | Control No. | Assessed value:  |
|-----------------------------|-------------|------------------|
| 070.04-01-46                | 012665      | 14610            |
| 070.04-01-55                | 009599      | 18400            |
| 070.04-01-03.001            | 110465      | 10530            |
| <u>Total Assessed Value</u> |             | <u>43,540.00</u> |
| @ CLRF 4.90                 |             | \$213,346.00     |
| @ 2%                        |             | \$ 4,266.92      |



EXHIBIT C

Pike County PA  
Certified Property Certification  
Date: 05/17/2024  
Municipality: Palmyra  
Map: 070.04-01-31.001  
Clerk: NJaniec  
070.04-01-31

Instrument Book Volume Page  
2024 - 3543 RB 2759 502  
DEED

**Prepared By**

Name: Jonathan D. Clemente, Esq.  
Address: PO Box 1296, Morristown  
State: New Jersey Zip Code: 07962

**After Recording Return To**

Name: Elite Abstract & Research, LLC  
Address: 22 Ridge Road, Lyndhurst  
State: New Jersey Zip Code: 07071

2024 - 3543  
Electronic Filing  
From: Simplifile  
Thru: ERX

2024 - 3543  
Filed for Record in  
PIKE COUNTY, PA  
SHARON SCHROEDER, RECORDER  
05/17/2024 12:29:40 PM  
DEED \$108.75 N  
Bk RB Vol 2759 Page 502 - 508

Space Above This Line for Recorder's Use

PARCEL I: 070.04-01-31.001

PARCEL II: 070.04-01-31

ADDRESS: 100 Vista Ln Greentown PA, 18426 (PALMYRA TOWNSHIP)

**PENNSYLVANIA GENERAL WARRANTY DEED**

**STATE OF PENNSYLVANIA  
PIKE COUNTY**

KNOW ALL MEN BY THESE PRESENTS, that on **April 12, 2024**, for and in consideration of the sum of One Hundred Thousand Dollars (\$100,000.00), which sum represents the actual consideration paid to the hereinafter-named Grantor for the property hereinafter described which is transferred to the hereinafter named Grantee, **CLAIRE MEKKAWY** with an address at 2078 Ohadi Drive, Wall, New Jersey 07719 (hereinafter known as the "**Grantor(s)**") will warrant generally the property hereby conveyed against all persons whomsoever to **POCONO LAKEFRONT, LLC and JACOB GOREN**, having an address at 61 W. 62<sup>nd</sup> St., Unit 22E, NYC, NY 10023 (hereinafter known as the "**Grantee(s)**") all the rights, title, interest, and claim in or to the following described real estate as set forth in Exhibit A hereto, situated in Pike County, Pennsylvania to-wit:

**TOGETHER WITH** all the rights, members and appurtenances to the Real Estate in anywise appertaining or belonging thereto.

**TO HAVE AND TO HOLD**, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said Grantees, their heirs and assigns forever.

**And** said Grantors, for said Grantors, their heirs, successors, executors and administrators, covenants with Grantees, and with their heirs and assigns, that Grantors are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that Grantors will, and their heirs, executors and administrators shall, warrant and defend the same to said Grantees, and their heirs and assigns, forever against the lawful claims of all persons.

[signature page to follow]

IN WITNESS WHEREOF, Grantor has executed and delivered this General Warranty Deed under seal as of the day and year first above written.

Grantor:

  
CLAIRE MEKKAWY

STATE OF NEW JERSEY, COUNTY OF MORRIS

SS:

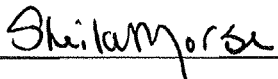
I CERTIFY that on May 2, 2024,

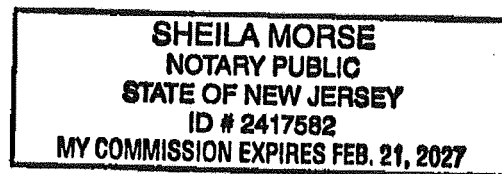
Claire Mekkawy, personally came before me and acknowledged under oath, to my satisfaction, that: (a) being informed of the contents of the instrument, he/she/they, executed the same voluntarily of the day the same bears date and (b) that the Certificate of Grantee's Residence accurately sets forth the Tax Billing Address and Owner Mailing Address of the Grantee(s).

2024 - 3543  
N  
STATE TAX: \$1000.00  
LOCAL TAX: \$1000.00  
\$ 500.00 PALMYRA TWP  
\$ 500.00 WALLENPAUPACK AREA SCHOOL  
DISTRICT

Signed and sworn before me on

~~April~~ May 2, 2024

  
\_\_\_\_\_  
Sheila Morse



**Precise Grantee Address: 40 Warren Street Paterson, NJ 07524**

Issued by Elite Abstract & Research, LLC  
**AGENT FOR WESTCOR LAND TITLE INSURANCE COMPANY**

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File No.: EPA-106

**SCHEDULE A  
LEGAL DESCRIPTION**

Premises 1:

ALL THAT CERTAIN parcel of land, situate and being in the Township of Palmyra, County of Pike and Commonwealth of Pennsylvania, as more fully described as follows:

BEGINNING at the Southeast corner of other lands of the grantors as described in Deed Book 891, Page 17, also known as Parcel B3, said corner being in the line of lands now or formerly of Anna Duffy, and being the Northeast corner of the parcel herein designated Parcel B 1 R; thence running on the common line of said lands of Duffy, then lands now or formerly of Seldon Gilpin, South 7 degrees 45 minutes 00 seconds West a distance of 268.37 feet to corner common to lands now or formerly of Lakeview Land and Cattle, Inc., in the line of said Gilpin lands; thence running on the common line of lands of Lakeview Land and Cattle, Inc., North 80 degrees 26 minutes 32 seconds West a distance of 200.10 feet to the easterly edge of a private 40 foot wide right-of-way; thence running on the easterly edge of said private 40 foot wide right-of-way North 7 degrees 45 minutes 00 seconds East a distance of 262.06 feet to the southwesterly corner of said grantors Parcel B3; thence running on the common line of said Parcel B3, South 82 degrees, 15 minutes, 00 seconds East a distance of 200.00 feet to the point of BEGINNING.

BEING Lot No B1R as shown on said Plan.

CONTAINING 1.22 acres of land, be the same more or less.

BEING County Parcel 070.04-01-31.

BEING the same premises conveyed to Claire Mekkawy, their daughter, under Deed from Arthur Greco and Viola Greco, married, dated 01/30/2018, recorded in the Pike Recorder of Deeds Office on 06/11/2018 in Deed Book 2551, Page 2598.

NOTE: The above deed contains PQ inter alia.

BEING the same premises conveyed to Arthur Greco and Viola Greco, married, under Deed in Lieu of Foreclosure from Haven Development Company, LLC, a New Jersey limited liability company, dated 12/26/2017, recorded in the Pike Recorder of Deeds Office on 12/28/2017 in Deed Book 2541, Page 383.

NOTE: The above deed contains PQ inter alia.

Premises 2:

ALL THAT CERTAIN certain pieces or parcels of land, situate and being in the Township of Palmyra, County of Pike and Commonwealth of Pennsylvania, as more fully described as follows:

BEGINNING at a point, said point being South seven (7) degrees forty-five (45) minutes West thirty-five (35) feet from a point in the center of the public road known as Route 507, said point also being on the common boundary line of the lands of the prior grantors (Guccini) and the lands of John Duffy, thence through the lands of the prior grantors herein parallel with the center of the said public road and thirty-five (35) feet therefrom,

SCHEDULE C (continued)  
Legal Description

Commitment No. EPA-106

North eighty-two (82) degrees fifteen (15) minutes West two hundred (200) feet to a corner in the East margin of a private road; thence along said East margin of the said private road seven (7) degrees forty-five (45) minutes West one hundred twenty-five (125) feet to a corner, thence South eighty-two (82) degrees fifteen (15) minutes East two hundred (200) feet to a corner of the line of lands of John Duffy; thence along the line of lands of John Duffy North seven (7) degrees forty-five (45) minutes East one hundred twenty-five (125) feet to a place of BEGINNING.

BEING Lot No unknown as shown on said Plan.

CONTAINING 0.57 of an acre of land, be the same more or less.

BEING County Parcel 070.04-01-31.001-.

BEING the same premises conveyed to Claire Mekkawy, their daughter, under Deed from Arthur Greco and Viola Greco, married, dated 01/30/2018, recorded in the Pike Recorder of Deeds Office on 06/11/2018 in Deed Book 2551, Page 2598.

NOTE: The above deed contains PQ inter alia.

BEING the same premises conveyed to Arthur Greco and Viola Greco, married, under Deed in Lieu of Foreclosure from Haven Development Company, LLC, a New Jersey limited liability company, dated 12/26/2017, recorded in the Pike Recorder of Deeds Office on 12/28/2017 in Deed Book 2541, Page 383.

NOTE: The above deed contains PQ inter alia.

 pennsylvania  
 DEPARTMENT OF REVENUE (EX) MOD 06-19 (FI)

1830019105

RECORDER'S USE ONLY

**REV-183**  
 BUREAU OF INDIVIDUAL TAXES  
 PO BOX 280603  
 HARRISBURG, PA 17128-0603

**REALTY TRANSFER TAX  
 STATEMENT OF VALUE**  
 COMPLETE EACH SECTION

State Tax Paid: \_\_\_\_\_  
 Book: \_\_\_\_\_ Page: \_\_\_\_\_  
 Instrument Number: \_\_\_\_\_  
 Date Recorded: \_\_\_\_\_

**SECTION I TRANSFER DATA**

Date of Acceptance of Document: \_\_\_\_\_

|   |                                  |  |                       |
|---|----------------------------------|--|-----------------------|
| Grantor(s)/Lessor(s)<br>Claire Mekkawy                          | Telephone Number<br>973 214 1333 | Grantee(s)/Lessee(s)<br>Jacob Goren/Pocono Lakefront LLC | Telephone Number      |
| Mailing Address<br><del>2078 Ohadi Drive</del> 2078 Ohadi Drive |                                  | Mailing Address<br>61 W. 62nd St., Unit 22E              |                       |
| City<br>Wall  | State<br>NJ                      | ZIP Code<br>07719  | City<br>New York City |
|   |                                  |  | State<br>NY           |
|   |                                  |  | ZIP Code<br>10023     |

**SECTION II REAL ESTATE LOCATION**

|                                  |  |
|----------------------------------|--|
| Street Address<br>100 Vista Lane | City, Township, Borough<br>Township of Palmyra |
| County<br>Pike                   | School District<br>Wallenpaupack               |
|                                  | Tax Parcel Number<br>070.04-01-31.001          |

**SECTION III VALUATION DATA**

Was transaction part of an assignment or relocation?  YES  NO

|  |  |  |
|--|--|--|
| 1. Actual Cash Consideration<br>100,000.00 | 2. Other Consideration<br>+            | 3. Total Consideration<br>= 100,000.00 |
| 4. County Assessed Value<br>3,100.00       | 5. Common Level Ratio Factor<br>x 9.62 | 6. Computed Value<br>= 29,822.00       |

**SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.**

|                                       |  |  |
|---------------------------------------|--|--|
| 1a. Amount of Exemption Claimed<br>\$ | 1b. Percentage of Grantor's Interest in Real Estate<br>% | 1c. Percentage of Grantor's Interest Conveyed<br>% |
|---------------------------------------|--|--|

2. Fill in the Appropriate Oval Below for Exemption Claimed.
- Will or intestate succession. \_\_\_\_\_ (Name of Decedent) \_\_\_\_\_ (Estate File Number)
  - Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
  - Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
  - Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
  - Transfers to the commonwealth, the U.S. and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
  - Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
  - Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
  - Statutory corporate consolidation, merger or division. (Attach copy of articles.)
  - Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

**SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:**

|                                     |                                  |
|-------------------------------------|----------------------------------|
| Name<br>Claire Mekkawy              | Telephone Number<br>973 214 1333 |
| Mailing Address<br>2078 Ohadi Drive | City<br>Wall                     |
|                                     | State<br>NJ                      |
|                                     | ZIP Code<br>07719                |

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: *Claire Mekkawy* Date: May 2, 2024

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



1830019105

1830019105



1830019105

RECORDER'S USE ONLY

**REV-183**  
 BUREAU OF INDIVIDUAL TAXES  
 PO BOX 280603  
 HARRISBURG, PA 17128-0603

**REALTY TRANSFER TAX  
 STATEMENT OF VALUE**  
 COMPLETE EACH SECTION

State Tax Paid: \_\_\_\_\_  
 Book: \_\_\_\_\_ Page: \_\_\_\_\_  
 Instrument Number: \_\_\_\_\_  
 Date Recorded: \_\_\_\_\_

**SECTION I TRANSFER DATA**

Date of Acceptance of Document: \_\_\_\_\_

|   |   |   |                              |
|---|---|---|------------------------------|
| Grantor(s)/Lessor(s)<br><b>Claire Mekkawy</b> | Telephone Number<br><b>973 214 1333</b> | Grantee(s)/Lessee(s)<br><b>Jacob Goren/Pocono Lakefront LLC</b> | Telephone Number             |
| Mailing Address<br><b>2078 Ohadi Drive</b>    | <b>2078 Ohadi Drive</b>                 | Mailing Address<br><b>61 W. 62nd St., Unit 22E</b>              |                              |
| City<br><b>Wall</b>                           | State<br><b>NJ</b>                      | ZIP Code<br><b>07719</b>  | City<br><b>New York City</b> |
|   |   |   | State<br><b>NY</b>           |
|   |   |   | ZIP Code<br><b>10023</b>     |

**SECTION II REAL ESTATE LOCATION**

|   |   |
|---|---|
| Street Address<br><b>100 Vista Lane</b> | City, Township, Borough<br><b>Township of Palmyra</b> |
| County<br><b>Pike</b>                   | School District<br><b>Wallenpaupack</b>               |
|   | Tax Parcel Number<br><b>070.04-01-31</b>              |

**SECTION III VALUATION DATA**

Was transaction part of an assignment or relocation?  YES  NO

|   |   |   |
|---|---|---|
| 1. Actual Cash Consideration<br><b>100,000.00</b> | 2. Other Consideration<br><b>+</b>            | 3. Total Consideration<br><b>= 100,000.00</b> |
| 4. County Assessed Value<br><b>3,820.00</b>       | 5. Common Level Ratio Factor<br><b>x 9.62</b> | 6. Computed Value<br><b>= 36,748.40</b>       |

**SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.**

|  |   |   |
|--|---|---|
| 1a. Amount of Exemption Claimed<br><b>\$</b> | 1b. Percentage of Grantor's Interest in Real Estate<br><b>%</b> | 1c. Percentage of Grantor's Interest Conveyed<br><b>%</b> |
|--|---|---|

2. Fill in the Appropriate Oval Below for Exemption Claimed.
- Will or intestate succession. \_\_\_\_\_ (Name of Decedent) \_\_\_\_\_ (Estate File Number)
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  - Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
  - Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
  - Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
  - Statutory corporate consolidation, merger or division. (Attach copy of articles.)
  - Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

**SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:**

|  |   |
|--|---|
| Name<br><b>Claire Mekkawy</b>              | Telephone Number<br><b>973 214 1333</b> |
| Mailing Address<br><b>2078 Ohadi Drive</b> | City<br><b>Wall</b>                     |
|  | State<br><b>NJ</b>                      |
|  | ZIP Code<br><b>07719</b>                |

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: Claire Mekkawy Date: June 2, 2024

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



1830019105

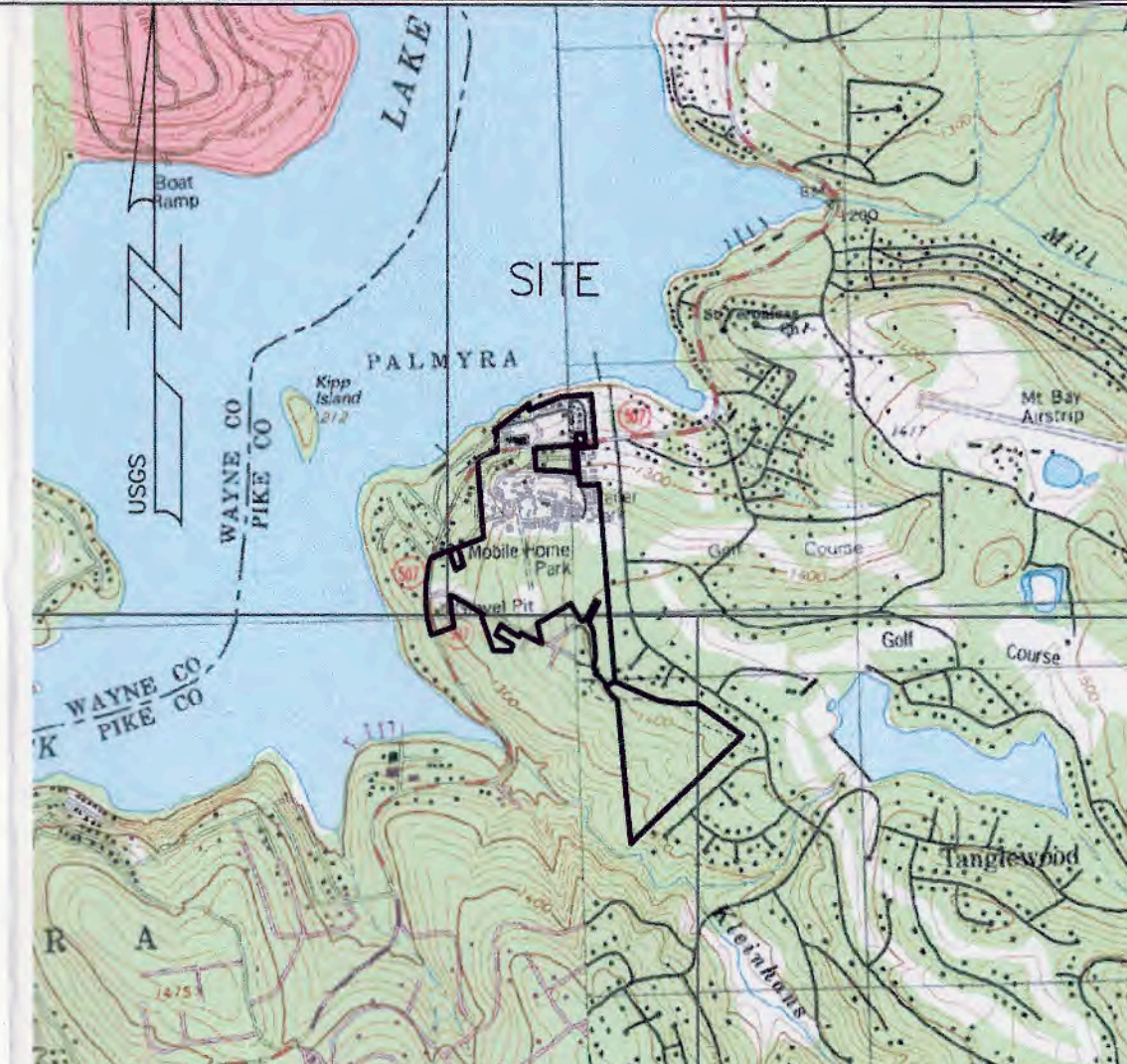
1830019105

**LEGEND**

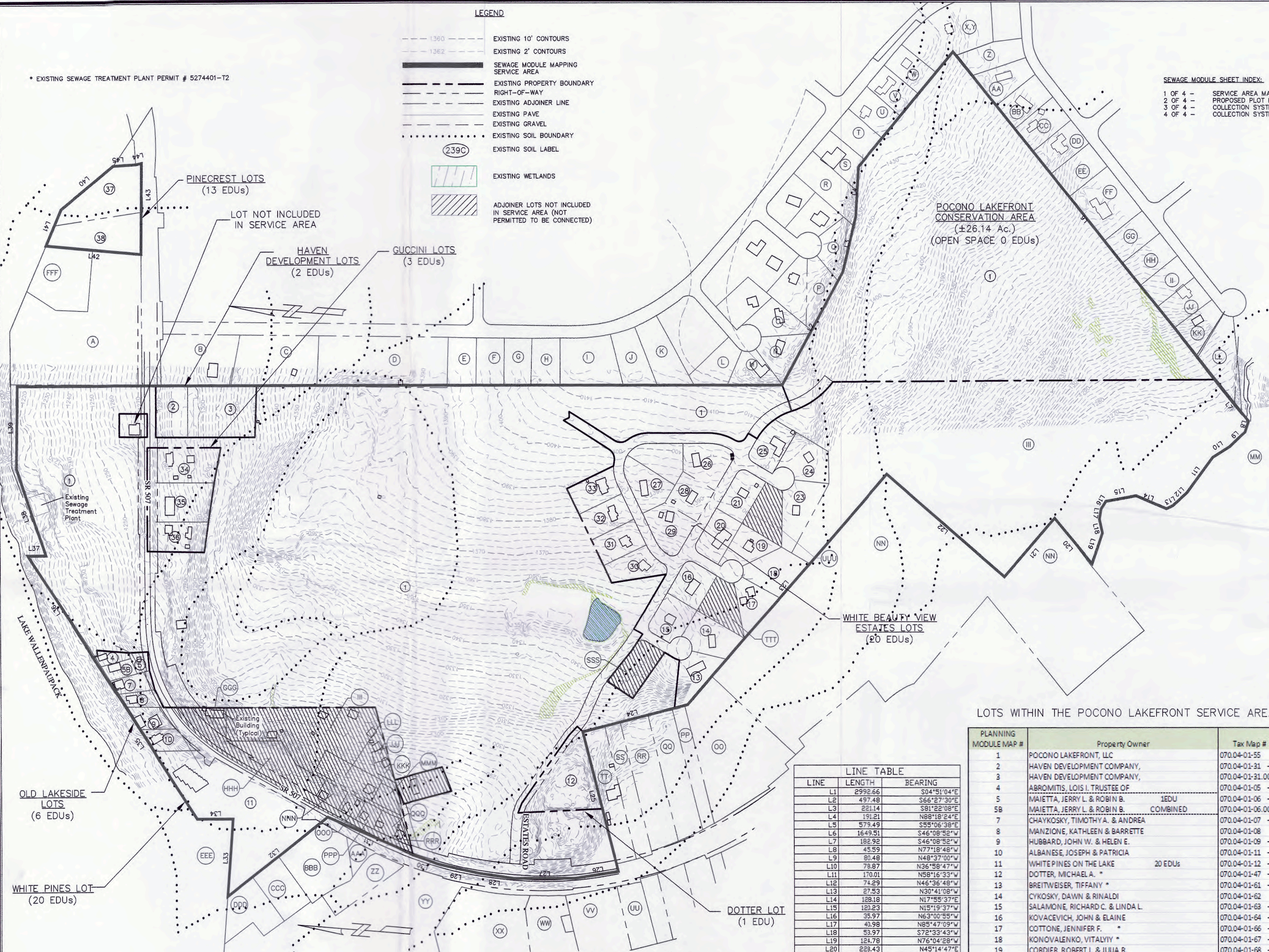
- 1360 --- EXISTING 1' CONTOURS
- 1362 --- EXISTING 2' CONTOURS
- SEWAGE MODULE MAPPING SERVICE AREA
- EXISTING PROPERTY BOUNDARY
- RIGHT-OF-WAY
- EXISTING ADJOINER LINE
- EXISTING PAVE
- EXISTING GRAVEL
- EXISTING SOIL BOUNDARY
- (239C) EXISTING SOIL LABEL
- EXISTING WETLANDS
- ADJOINER LOTS NOT INCLUDED IN SERVICE AREA (NOT PERMITTED TO BE CONNECTED)

\* EXISTING SEWAGE TREATMENT PLANT PERMIT # 5274401-12

**SEWAGE MODULE SHEET INDEX:**  
 1 OF 4 - SERVICE AREA MAP  
 2 OF 4 - PROPOSED PLOT PLAN  
 3 OF 4 - COLLECTION SYSTEM  
 4 OF 4 - COLLECTION SYSTEM



ADJOINER LOTS (NOT IN SERVICE AREA)



**SEWAGE MODULE SERVICE AREA MAP**  
SCALE: 1"=200'

**LINE TABLE**

| LINE | LENGTH  | BEARING     |
|------|---------|-------------|
| L1   | 2992.66 | S04°51'04"E |
| L2   | 497.48  | S66°27'30"E |
| L3   | 221.14  | S81°22'08"E |
| L4   | 591.21  | N88°18'24"E |
| L5   | 573.49  | S33°06'38"E |
| L6   | 1649.51 | S46°08'52"W |
| L7   | 182.92  | S46°08'52"W |
| L8   | 45.59   | N77°18'48"W |
| L9   | 80.48   | N48°37'00"W |
| L10  | 78.87   | N36°58'47"W |
| L11  | 170.01  | N59°16'33"W |
| L12  | 74.29   | N45°36'48"W |
| L13  | 27.53   | N30°41'08"W |
| L14  | 188.18  | N17°55'37"E |
| L15  | 183.23  | N15°19'37"W |
| L16  | 35.97   | N63°00'55"W |
| L17  | 40.98   | N85°47'09"W |
| L18  | 433.97  | S72°33'43"W |
| L19  | 124.78  | N76°04'28"W |
| L20  | 228.43  | N45°14'47"E |
| L21  | 299.05  | N53°51'38"W |
| L22  | 606.19  | N35°51'15"E |
| L23  | 1183.25 | N53°35'04"W |
| L24  | 423.28  | N19°19'21"W |
| L25  | 555.23  | S70°40'39"W |
| L26  | 167.65  | N13°41'42"E |
| L27  | 245.03  | N05°00'49"W |
| L28  | 133.61  | N03°38'29"E |
| L29  | 168.80  | N07°40'37"E |
| L30  | 111.30  | N19°10'22"E |
| L31  | 371.99  | N18°39'34"E |
| L32  | 457.21  | N42°12'12"W |
| L33  | 300.84  | N69°12'59"E |
| L34  | 139.75  | N04°42'49"W |
| L35  | 744.96  | N52°16'06"E |
| L36  | 465.92  | N52°19'02"E |
| L37  | 70.02   | S04°46'38"E |
| L38  | 332.66  | N66°27'07"E |
| L39  | 318.24  | N85°45'56"E |
| L40  | 264.74  | N44°20'08"W |
| L41  | 192.24  | N72°04'52"W |
| L42  | 371.57  | S00°07'11"W |
| L43  | 351.87  | N85°36'48"E |
| L44  | 33.18   | N17°23'44"W |
| L45  | 87.35   | N08°44'00"W |



LOCATIONS OF ALL UNDERGROUND UTILITIES SHALL BE FIELD LOCATED BY THE CONTRACTOR PRIOR TO ANY EXCAVATION AND CONSTRUCTION WORK. CONTRACTOR SHALL CONTACT PENNSYLVANIA ONE CALL SYSTEM AT 1-800-242-1776 A MINIMUM OF THREE WORKING DAYS PRIOR TO BEGINNING ANY EXCAVATION ON THIS SITE.

**ON-SITE SOILS SUMMARY TABLE:**

- 7B - SHOHLA-EDGEWATER COMPLEX, 0 TO 8 PERCENT SLOPES, VERY RUBBLY
- 28B - WELLSBORO STONY LOAM, 0 TO 8 PERCENT SLOPES, EXTREMELY STONY
- 28C - WELLSBORO STONY LOAM, 8 TO 15 PERCENT SLOPES, EXTREMELY STONY
- 239B - LORDSTOWN-SWARTSWOOD COMPLEX, 15 TO 30 PERCENT SLOPES, EXTREMELY STONY; HYDROLOGIC SOIL GROUP C
- 239C - OQUAGA VERY STONY LOAM, 8 TO 15 PERCENT SLOPES, EXTREMELY BOULDERY
- 240F - OQUAGA-ARNOT-ROCK OUTCROP COMPLEX, 20 TO 60 PERCENT SLOPES, VERY RUBBLY
- 320C - LACKAWANNA CHANNERY LOAM, 8 TO 15 PERCENT SLOPES, STONY
- 321B - LACKAWANNA CHANNERY LOAM, 3 TO 8 PERCENT SLOPES, EXTREMELY STONY
- 321C - LACKAWANNA CHANNERY LOAM, 8 TO 15 PERCENT SLOPES, EXTREMELY STONY

**PROJECT SPECIFIC NOTES:**

- THE PROPOSED USE OF THE PROPERTY IS FOR A PROPOSED CONSERVATION RESIDENTIAL SUBDIVISION.
- THE LOTS ARE TO BE RESTRICTED BY THE DEVELOPER FOR RESIDENTIAL USE ONLY.
- WETLANDS EXIST ON THIS SITE. WETLANDS DELINEATED BY F.X. BROWNE, INC. ON OCTOBER 21, 2005 AND NOVEMBER 17, 2005.
- NO 100-YEAR FLOOD ZONES EXIST ON SITE AS PER FEMA MAPPING.
- A PNDI SEARCH WAS COMPLETED FOR THE PROJECT ON 05-28-14. "NO KNOWN IMPACTS" WERE IDENTIFIED.
- THIS PROJECT IS SUBJECT TO THE RULES AND REGULATIONS AS CONTAINED IN THE PALMYRA TOWNSHIP ZONING ORDINANCE.
- PROJECT TO BE SERVICED BY CENTRAL WATER PROVIDED VIA DRILLED WELLS AND BY CENTRAL SEWAGE. ALL CONNECTIONS SHALL BE CONSTRUCTED IN ACCORD WITH THE CURRENT STANDARDS OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PALMYRA TOWNSHIP.
- IN GRANTING THIS APPROVAL THE TOWNSHIP HAS NOT CERTIFIED OR GUARANTEED THE FEASIBILITY OF THE INSTALLATION OF ANY TYPE OF WELL OR SEWAGE DISPOSAL SYSTEM ON ANY LOT SHOWN ON THIS PLAN.
- NEW ROADS CREATED BY THIS SUBDIVISION MAY BE USED BY THE LOT OWNERS OF POCONO LAKEFRONT UNDER TERMS OUTLINED IN THE PROTECTIVE COVENANTS. MAINTENANCE & REPAIR OF THESE ROADS ARE THE RESPONSIBILITY OF THOSE PARTIES BENEFITING FROM THE USE THEREOF.

**LOTS WITHIN THE POCONO LAKEFRONT SERVICE AREA**

| PLANNING MODULE MAP # | Property Owner                                   | Tax Map #        |
|-----------------------|--|------------------|
| 1                     | POCONO LAKEFRONT, LLC                            | 070.04-01-55     |
| 2                     | HAVEN DEVELOPMENT COMPANY,                       | 070.04-01-31     |
| 3                     | HAVEN DEVELOPMENT COMPANY,                       | 070.04-01-31-001 |
| 4                     | ABROMITIS, LOIS I. TRUSTEE OF                    | 070.04-01-05     |
| 5                     | MAIETTA, JERRY L. & ROBIN B. 1EDU                | 070.04-01-06     |
| 5B                    | MAIETTA, JERRY L. & ROBIN B. COMBINED            | 070.04-01-06-001 |
| 7                     | CHAYKOSKY, TIMOTHY A. & ANDREA                   | 070.04-01-07     |
| 8                     | MANZIONE, KATHLEEN & BARRETTE                    | 070.04-01-08     |
| 9                     | HUBBARD, JOHN W. & HELEN E.                      | 070.04-01-09     |
| 10                    | ALBANESE, JOSEPH & PATRICIA                      | 070.04-01-11     |
| 11                    | WHITE PINES ON THE LAKE 20 EDUs                  | 070.04-01-12     |
| 12                    | DOTTER, MICHAEL A. *                             | 070.04-01-47     |
| 13                    | BREITWEISER, TIFFANY *                           | 070.04-01-61     |
| 14                    | CYKOSKY, DAWN & RINALDI                          | 070.04-01-62     |
| 15                    | SALAMONE, RICHARD C. & LINDA L.                  | 070.04-01-63     |
| 16                    | KOVACEVICH, JOHN & ELAINE                        | 070.04-01-64     |
| 17                    | COTTONE, JENNIFER F. *                           | 070.04-01-66     |
| 18                    | KONOVALENKO, VITALIY *                           | 070.04-01-67     |
| 19                    | CORDIER, ROBERT J. & JULIA R.                    | 070.04-01-68     |
| 20                    | SHIFFLER, ALLEN JR. & DANIELLE                   | 070.04-01-69     |
| 21                    | RUBART, JODI D. *                                | 070.04-01-70     |
| 23                    | TONE, LUCIAN C. & ZOE S.                         | 070.04-01-72     |
| 24                    | DEER HAVEN, LLC                                  | 070.04-01-73     |
| 25                    | DEER HAVEN, LLC                                  | 070.04-01-71     |
| 26                    | RUFFALO, JOSEPH T. & LOUISE                      | 070.04-01-58-001 |
| 27                    | FRANKS, JAMES R. *                               | 070.04-01-57     |
| 28                    | GRIFFENKRANZ, THOMAS RICHARD & GLYNN, KERRY JANE | 070.04-01-58     |
| 29                    | ORTEGA, ROLANDO *                                | 070.04-01-59     |
| 30                    | GRUBBS, JOEL A. & JUNE                           | 070.04-01-89     |
| 31                    | DENARDO, DENNIS *                                | 070.04-01-88     |
| 32                    | HORRIGAN, MICHAEL P. & JOANNE T.                 | 070.04-01-87     |
| 33                    | SHAMSHOVICH, LEONID & TATIANA ZILBERMAN          | 070.04-01-86     |
| 34                    | GUCCINI, LEONARD                                 | 070.04-01-32     |
| 35                    | GUCCINI, LEROY                                   | 070.04-01-33     |
| 36                    | GUCCINI, PAUL LEROY *                            | 070.04-01-34     |
| 37                    | ARITAM, LLC                                      | 070.04-02-02     |
| 38                    | ROYAL LAKE HOMES, LLC                            | 070.06-01-15-A57 |

| PLANNING MAP KEY | Property Owner   | Tax Map #        |
|------------------|--|------------------|
| A                | TANGLEWOOD LAKES COMMUNITY ASSOCIATION, INC.                 | 070.04-02-09.001 |
| B                | KEARNEY, JAMES J. & ROSEMARY A                               | 070.04-02-17     |
| C                | MANCUSO, VINCENT W. & LORI L                                 | 070.04-02-18     |
| D                | TANGLEWOOD LAKES COMMUNITY ASSOCIATION, INC.                 | 070.04-02-71     |
| E                | CHITTLE, DAVID R. & CYNTHIA K. & MAZZOTTA, LAURA B.          | 070.04-02-19     |
| F                | FIADIER, EDWARD & RAFAELLA                                   | 070.04-02-20     |
| G                | MCELLIGOTT, DEBORAH A.                                       | 070.04-02-21     |
| H                | GIGLIO, PAUL & GLORIA ANNE                                   | 070.04-02-22     |
| I                | COLOMBO, ANNETTE & MICHAEL & CRACOLICI, SALLY & ROBERT ET AL | 070.04-02-23     |
| J                | ISRAEL, JOYCE  | 070.04-02-25     |
| K                | SCHNEIDER, MARTIN  | 070.04-02-25.001 |
| L                | HORVATH, MICHAEL & JOANNE                                    | 070.04-02-27     |
| M                | OST, ROBERT & VIRGINIA                                       | 070.04-02-28     |
| N                | KEINSMITH, WARREN T. JR. & SHERRY                            | 070.04-02-29     |
| O                | TANGLEWOOD LAKES COMMUNITY ASSOCIATION, INC.                 | 070.04-02-72     |
| P                | MELLER-CORRALES, MARGARET ET VIR                             | 070.04-02-36     |
| Q                | FERRERI, CHRISTOPHER C. & DONNA                              | 070.04-02-37     |
| R                | GUMBLE, SHIRLEY B.   | 070.04-02-40     |
| S                | SALVATORE, JAMES   | 070.04-02-41     |
| T                | LENCEWSKI, EDWARD & ALINA                                    | 070.04-02-42     |
| U                | LILLY, PETER GEORGE & NANCY                                  | 070.04-02-43     |
| V                | RABICKI, THOMAS & LORRAINE                                   | 070.04-02-44     |
| W                | COLOMBO, BENEDICT  | 070.04-02-45     |
| X, Y             | NESSINA, FRANCES J.  | 070.04-04-01     |
| Z                | ELLEFSEN, KURT H. & MARYANN                                  | 070.04-04-03     |
| AA               | ELLEFSEN, KURT H. & MARYANN                                  | 070.04-04-04     |
| BB               | TARDIGNO, JOSEPH J. & DANIELLE P.                            | 070.04-04-05     |
| CC               | SCHANZ, CRAIG  | 070.04-04-06     |
| DD               | SCHNEIDER, ROBERT & ELIZABETH                                | 070.04-04-07     |
| EE               | BREHM, ROBERT & ANNE   | 070.04-04-08     |
| FF               | ROSS, THOMAS E. & IRENE A.                                   | 070.04-04-09     |
| GG               | ODIERNA, FRANK C. JR. & MUENZ, MARIA T.                      | 070.04-04-11     |
| HH               | DEBELAK, MICHAEL & MARCIA                                    | 070.04-04-12     |
| II               | ORANGE, JOHN W. JR.  | 070.04-04-13     |
| JJ               | ALEXANDROV, VADIM & IVEMIR ORIANZI                           | 070.04-04-14     |
| KK               | CLERKIN, RICHARD W. & DEBORAH A.                             | 070.04-04-15     |
| LL               | TANGLEWOOD LAKES COMMUNITY ASSOCIATION, INC.                 | 070.04-04-16     |
| MM               | PENN WOOD ASSOCIATION, INC.                                  | 085.02-01-20.009 |
| NN               | NELSON, DONALD A.  | 070.04-01-54     |
| OO               | NELSON, DONALD A. & THELMA M.                                | 070.04-01-53     |
| PP               | HOWLES, ALDJEAN M.   | 070.04-01-52     |
| QQ               | SCORZA, JANE   | 070.04-01-51     |
| RR               | MURPHY, LEON A. & BERTHA E.                                  | 070.04-01-50     |
| SS               | MURPHY, LEON A. ET UX  | 070.04-01-49     |
| TT               | NELSON FAMILY TRUST  | 070.04-01-48     |
| UU               | SCHOENAUER, BARBARA J. & GEORGE W. ANNS III                  | 070.04-01-80     |
| VV               | SCHUMAN, WILLIAM T. & DONNA C.                               | 070.04-01-29.001 |
| WW               | TINSLEY, WILLIAM F. & VICKIE L.                              | 070.04-01-29     |
| XX               | TINSLEY, WILLIAM F. & VICKIE L.                              | 070.04-01-29.002 |
| YY               | KRYNSKA-SHAHAR, ELIZABETH B.                                 | 070.04-01-22     |
| ZZ               | MEMOLO, WILLIAM B. JEANNETTE                                 | 070.04-01-18.001 |
| AAA              | MEMOLO, WILLIAM B. JEANNETTE                                 | 070.04-01-15.001 |
| BBB              | MEMOLO, MARTIN J. & JOAN B.                                  | 070.04-01-15     |
| CCC              | BIGGINS, JAMES P. & BARBARA J.                               | 070.04-01-14     |
| DOD              | BARNETT, ROBERT F. & ANTOINETTE M.                           | 070.04-01-17     |
| EEE              | FPL/HOLWOO, LLC  | 022.00-01-39     |
| FFF              | TANGLEWOOD LAKES COMMUNITY ASSOCIATION, INC.                 | 070.04-02-09     |
| GGG              | SCHLEBEN, RAYMOND & ARLEN E. & DEBUSKY, ROBERT ET AL         | 070.04-01-10     |
| HHH              | COUGHUN, KENNETH & WINIFRED                                  | 070.04-01-76     |
| III              | WHITE PINES ON THE LAKE                                      | 070.04-01-75     |
| JJJ              | COUGHUN, KENNETH & WINIFRED                                  | 070.04-01-44.002 |
| KKK              | COUGHUN, KENNETH & WINIFRED                                  | 070.04-01-44     |
| LLL              | MICHALE, JAMES H. JR. *TRUSTEE                               | 070.04-01-43     |
| MMM              | ZITO, JOSEPH A. *  | 070.04-01-42     |
| NNN              | CARAVELLO, JOHN A. JR. & MELANIE A.                          | 070.04-01-37     |
| OOO              | APPEL, DONALD C. & HELEN D.                                  | 070.04-01-38     |
| PPP              | WOODHEAD, STEVEN & TRACEY P.                                 | 070.04-01-39     |
| QQQ              | SCARNATO, DOMINICK   | 070.04-01-40     |
| RRR              | WINTERS, BONNIE H. *   | 070.04-01-41     |
| SSS              | CARRICK, C. BRUCE *  | 070.04-01-60     |
| TTT              | DEER HAVEN, LLC  | 070.04-01-65     |
| UUU              | DEER HAVEN, LLC  | 070.04-01-71     |

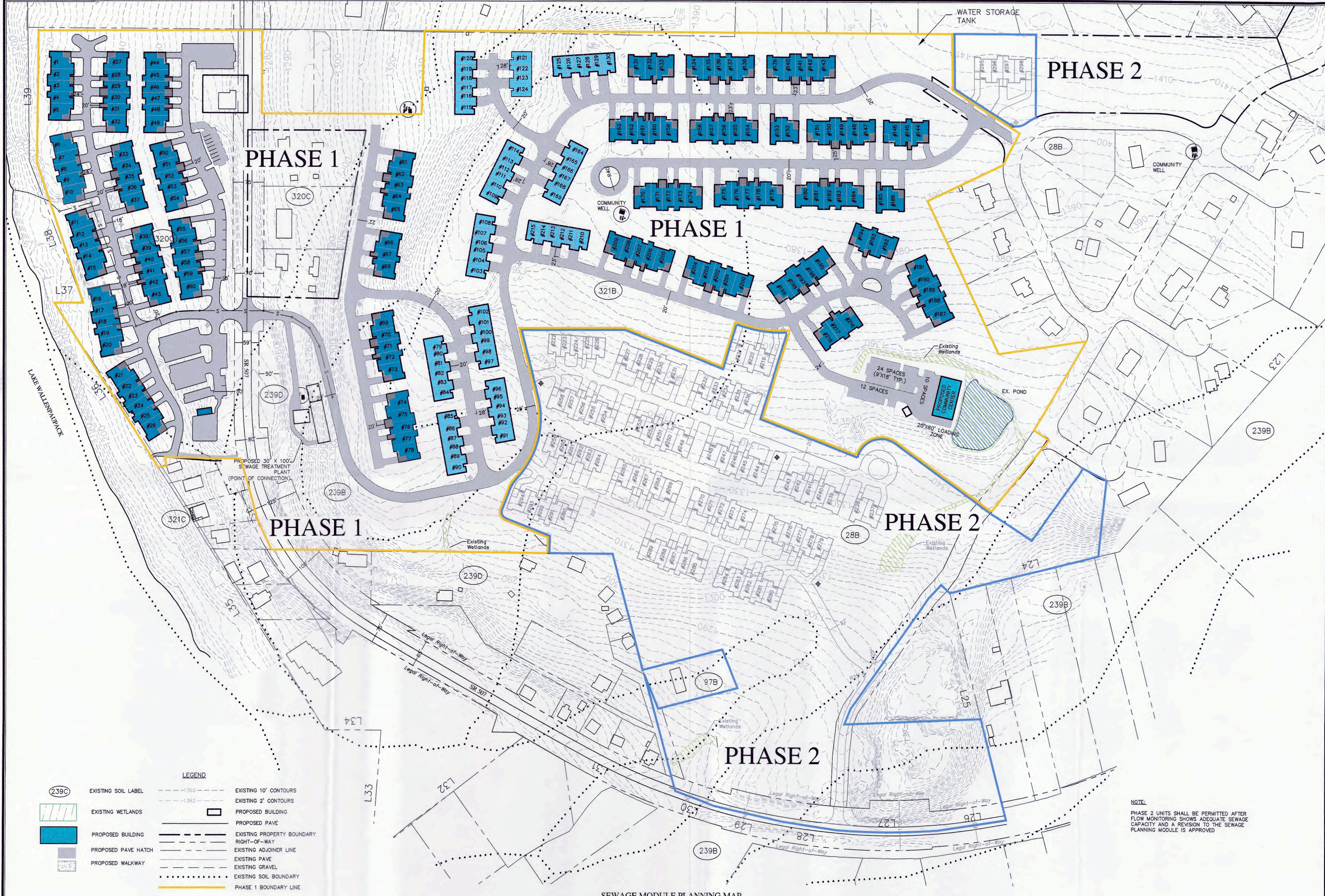
REVISION SUMMARY:



SCALE: 1"=200'  
 DATE: 01-27-2014  
 DWG#: E-1049  
 TAX#: AS NOTED  
 DB/PC: AS NOTED  
 CLIENT: POCONO LAKEFRONT, LLC  
 DRAWN BY: LAM  
 SHEET #: 1 of 4

SEWER SERVICE AREA MAP  
 POCONO LAKEFRONT, LLC  
 PALMYRA TOWNSHIP - PIKE COUNTY - PENNSYLVANIA  
 S.R. 507





PHASE 1

PHASE 1

PHASE 2

PHASE 2

PHASE 2

PROPOSED 30' X 100' SWAGE TREATMENT PLANT (POINT OF CONNECTION)

24 SPACES (9'X18' TYP.)  
12 SPACES  
PROPOSED COMMUNITY CENTER  
20'X80' LOADING ZONE  
EX. POND

WATER STORAGE TANK

COMMUNITY WELL

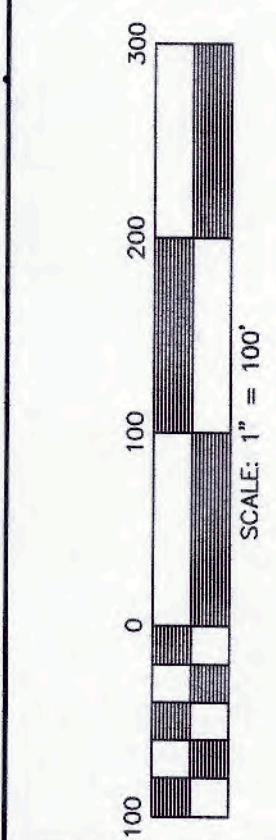
COMMUNITY WELL

- LEGEND**
- EXISTING SOIL LABEL
  - EXISTING WETLANDS
  - PROPOSED BUILDING
  - PROPOSED PAVE HATCH
  - PROPOSED WALKWAY
  - EXISTING 10' CONTOURS
  - EXISTING 2' CONTOURS
  - PROPOSED BUILDING
  - EXISTING PROPERTY BOUNDARY
  - RIGHT-OF-WAY
  - EXISTING ADJOINER LINE
  - EXISTING PAVE
  - EXISTING GRAVEL
  - EXISTING SOIL BOUNDARY
  - PHASE 1 BOUNDARY LINE
  - PHASE 2 BOUNDARY LINE
  - PHASE 3 BOUNDARY LINE

SEWAGE MODULE PLANNING MAP  
SCALE: 1"=200'

**NOTE:**  
PHASE 2 UNITS SHALL BE PERMITTED AFTER FLOW MONITORING SHOWS ADEQUATE SEWAGE CAPACITY AND A REVISION TO THE SEWAGE PLANNING MODULE IS APPROVED.

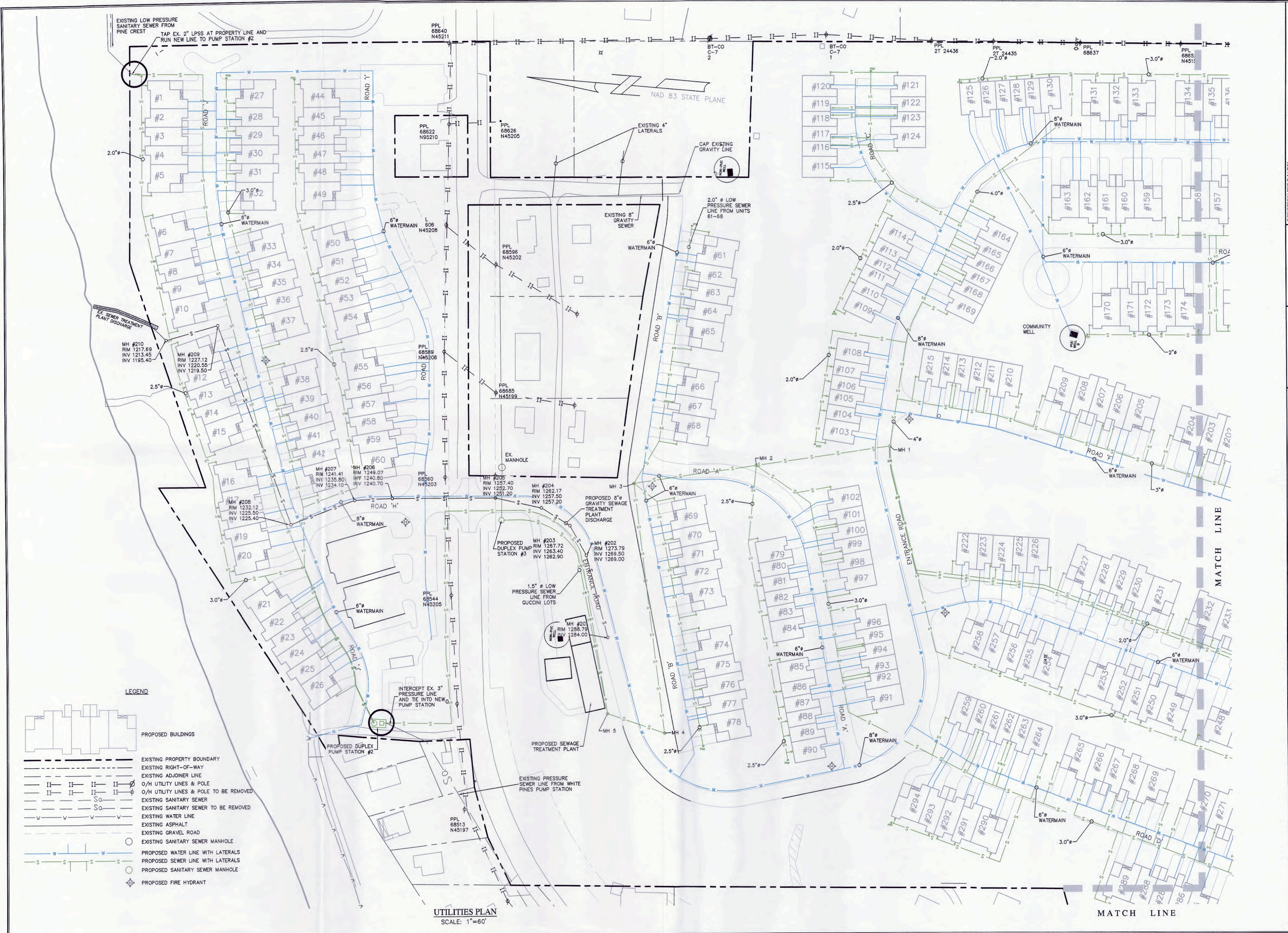
REVISION SUMMARY:  
1. REVISED PER TOWNSHIP PLANNING COMMISSION COMMENTS: 08-21-2014  
2. REVISED PER PADEP COMMENTS: 09-26-2014

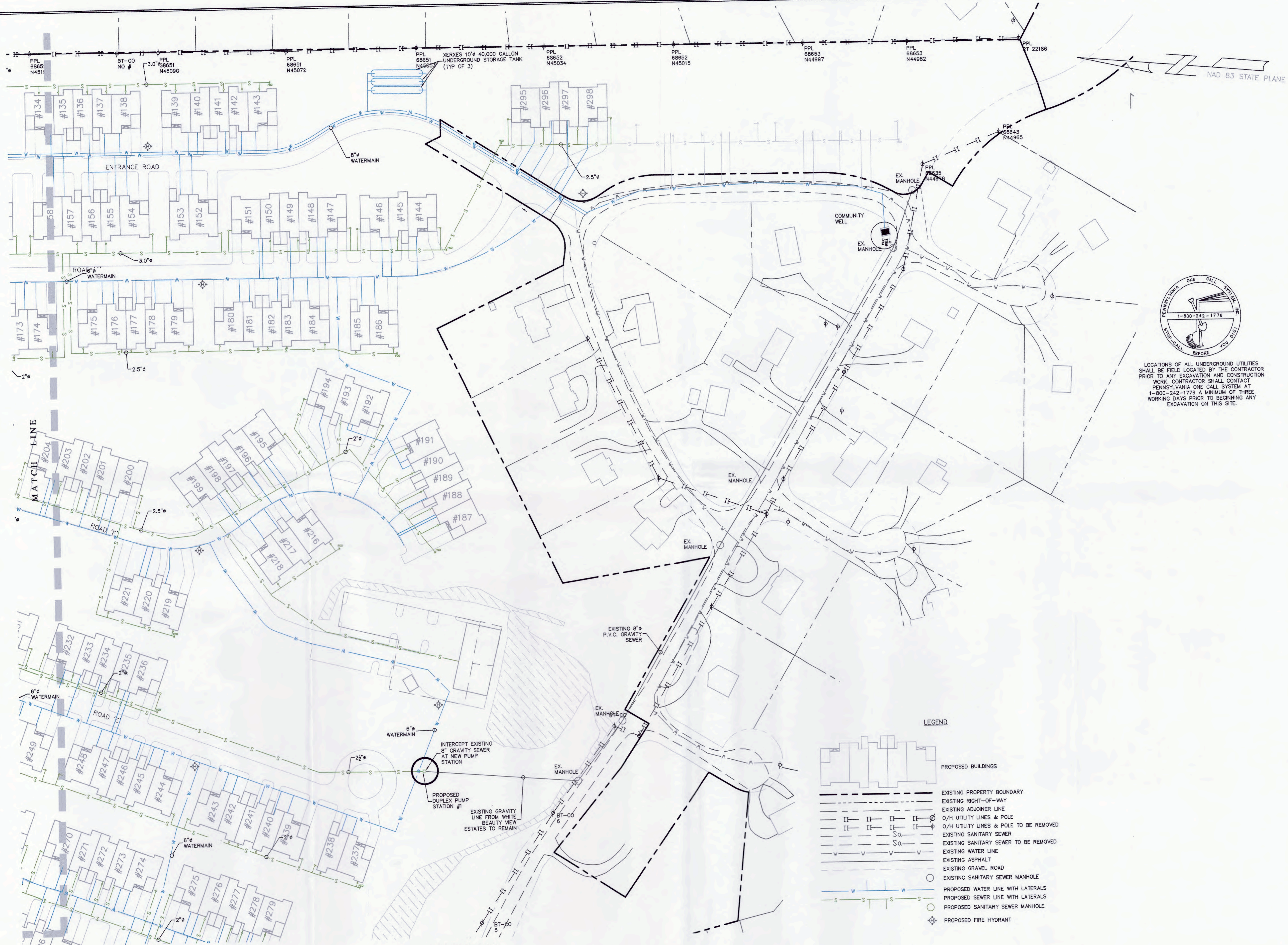


SCALE: 1"=100'  
DATE: 08-06-2014  
DWG.#: E-1049  
TAX#: AS NOTED  
DRWG: AS NOTED  
CLIENT: POCONO LAKEFRONT, LLC  
DRAWN BY: LMB

PLOT PLAN  
POCONO LAKEFRONT, LLC  
S.R. 507  
PALMYRA TOWNSHIP - PIKE COUNTY - PENNSYLVANIA  
SEWAGE PLANNING MODULE

**Kiley Associates, LLC**  
Surveyors & Engineers  
535 FORD AVENUE, SUITE 500  
LAKEVILLE, PA 16848  
570-296-5810





**UTILITIES PLAN**  
SCALE: 1"=60'

**LEGEND**

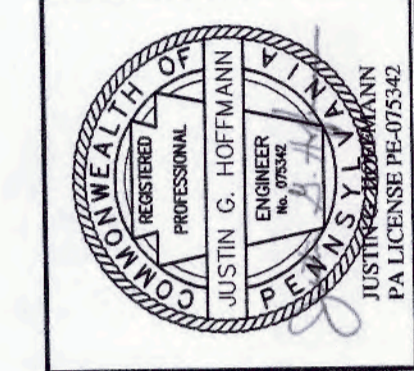
|  |  |
|--|--|
|  | PROPOSED BUILDINGS                     |
|  | EXISTING PROPERTY BOUNDARY             |
|  | EXISTING RIGHT-OF-WAY                  |
|  | EXISTING ADJOINER LINE                 |
|  | O/H UTILITY LINES & POLE               |
|  | O/H UTILITY LINES & POLE TO BE REMOVED |
|  | EXISTING SANITARY SEWER                |
|  | EXISTING SANITARY SEWER TO BE REMOVED  |
|  | EXISTING WATER LINE                    |
|  | EXISTING ASPHALT                       |
|  | EXISTING GRAVEL ROAD                   |
|  | EXISTING SANITARY SEWER MANHOLE        |
|  | PROPOSED WATER LINE WITH LATERALS      |
|  | PROPOSED SEWER LINE WITH LATERALS      |
|  | PROPOSED SANITARY SEWER MANHOLE        |
|  | PROPOSED FIRE HYDRANT                  |



LOCATIONS OF ALL UNDERGROUND UTILITIES SHALL BE FIELD LOCATED BY THE CONTRACTOR PRIOR TO ANY EXCAVATION AND CONSTRUCTION WORK. CONTRACTOR SHALL CONTACT PENNSYLVANIA ONE CALL SYSTEM AT 1-800-242-1776 A MINIMUM OF THREE WORKING DAYS PRIOR TO BEGINNING ANY EXCAVATION ON THIS SITE.

**REVISION SUMMARY:**

|            |                                       |
|------------|---------------------------------------|
| 1. 6-23-14 | - AS PER TOWNSHIP ENGINEER COMMENTS   |
| 2. 9-24-14 | - AS PER PLANNING COMMISSION COMMENTS |
| 3. 9-26-14 | - AS PER PLANNING COMMISSION COMMENTS |



SCALE: 1"=60'

SCALE: 1" = 60'

SCALE: 1"=60'  
DATE: 11-14-14  
DWG #: B-12-1000  
TAX#: AS NOTED  
DPR#: AS NOTED  
CLIENT: POCONO LAKEFRONT, LLC  
DRAWN BY: LAM

COLLECTION SYSTEM  
**POCONO LAKEFRONT**  
S.R. 507  
PALMYRA TOWNSHIP - PIKE COUNTY - PENNSYLVANIA

**Kiley Associates, LLC**  
Surveyors & Engineers  
536 PURDY TOWN TURNPIKE (RT 390)  
LAKEVILLE PA 16838  
717-226-8810

**SEWAGE PLANNING MODULE**  
SHEET # 4 of 4

## Attachment O - Bearing Angles and Distances Table

| LINE TABLE |         |             |
|------------|---------|-------------|
| LINE       | LENGTH  | BEARING     |
| L1         | 2992.66 | S04°51'04"E |
| L2         | 497.48  | S66°27'30"E |
| L3         | 221.14  | S81°22'08"E |
| L4         | 191.21  | N88°18'24"E |
| L5         | 579.49  | S55°06'38"E |
| L6         | 1649.51 | S46°08'52"W |
| L7         | 182.92  | S46°08'52"W |
| L8         | 45.59   | N77°18'48"W |
| L9         | 80.48   | N48°37'00"W |
| L10        | 78.87   | N36°58'47"W |
| L11        | 170.01  | N58°16'33"W |
| L12        | 74.29   | N46°36'48"W |
| L13        | 27.53   | N30°41'08"W |
| L14        | 128.18  | N17°55'37"E |
| L15        | 120.23  | N15°19'37"W |
| L16        | 35.97   | N63°00'55"W |
| L17        | 40.98   | N85°47'09"W |
| L18        | 53.97   | S72°33'43"W |
| L19        | 124.78  | N76°04'28"W |
| L20        | 228.43  | N45°14'47"E |
| L21        | 299.05  | N53°51'38"W |
| L22        | 606.19  | N35°51'15"E |
| L23        | 1183.25 | N53°35'04"W |
| L24        | 423.28  | N19°19'21"W |
| L25        | 556.33  | S70°40'39"W |
| L26        | 167.65  | N13°41'42"W |
| L27        | 245.03  | N05°00'49"W |
| L28        | 133.61  | N03°38'29"E |
| L29        | 168.80  | N07°40'37"E |
| L30        | 101.30  | N15°10'22"E |
| L31        | 371.99  | N18°39'34"E |
| L32        | 497.21  | N42°47'12"W |
| L33        | 300.84  | N89°12'59"E |
| L34        | 139.75  | N04°42'49"W |
| L35        | 744.96  | N52°16'06"E |
| L36        | 465.92  | N52°19'02"E |
| L37        | 70.02   | S04°46'38"E |
| L38        | 352.66  | N66°27'07"E |
| L39        | 318.24  | N85°45'56"E |
| L40        | 264.74  | N44°20'08"W |
| L41        | 152.24  | N72°04'52"W |
| L42        | 371.57  | S00°07'11"W |
| L43        | 351.87  | N85°36'48"E |
| L44        | 23.18   | N17°23'44"W |
| L45        | 87.35   | N08°44'00"W |

**A-(Application Docket Number)**

**PL UTILITIES LLC**

**RATES, RULES AND REGULATIONS GOVERNING**

**THE PROVISION OF WASTEWATER COLLECTION, TREATMENT**

**AND/OR DISPOSAL SERVICE TO THE PUBLIC IN**

**(Portion of Palmyra Township, Pike County, Pennsylvania)**

By: Jacob Goren, Managing Director  
61 West 62nd Street, #22 E  
New York, New York 10023  
973-279-2050  
jacob@empire-industries.com

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

**LIST OF CHANGES**

Establish initial tariff.

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

**TABLE OF CONTENTS**

PART I: SCHEDULE OF CHARGES ..... 4

SECTION A -Wastewater Service Charge..... 4

SECTION B - Returned Check Charge ..... 9

SECTION C - Late Payment Charge ..... 9

SECTION D - Billing Service Restorage Charge..... 9

SECTION E - Prohibited Infiltration/Inflow Waters Charge ..... 9

SECTION F - Failure to Cleanup and Remedy Prohibited Discharges Charge..... 9

SECTION G - Connection Permit Application and Building Service Line Inspection Charge . 9

PART II DEFINITIONS..... 10

PART III: RULES AND REGULATIONS..... 16

SECTION A - Application for Service ..... 16

SECTION B - Construction and Maintenance of Owner's Facilities..... 17

SECTION C - Discontinuance, Termination and Restoration of Service..... 19

SECTION D - Billing and Collection ..... 21

SECTION E - Deposits ..... 22

SECTION F - Wastewater Control Regulations ..... 23

SECTION G - Company Collection Main Extensions for a Bona Fide Service Applicant..... 26

SECTION H - Company Collection Main Extensions for a Land Developer ..... 29

SECTION I - Service Continuity ..... 32

SECTION J- Waiver ..... 32

SECTION K - Amendment of Commission Regulations ..... 32

SECTION L - Industrial and Commercial Establishments Service Limitations..... 32

SECTION M - Privilege to Investigate / Right of Access ..... 34

SECTION N - Rule Variance..... 34

*PART I: SCHEDULE OF CHARGES*

*SECTION A - Wastewater Service Charge*

1. Imposition of Charge: A wastewater service charge is hereby imposed upon the owner of each improved property which is connected to the wastewater system, whether such use is direct or indirect, and upon the owner of each reserved capacity EDU, for service rendered or available to be rendered, and shall be payable as provided herein.
  
2. Wastewater Service Charge by Owner of Improved Property: The wastewater service charge shall be payable by the owner of each improved property commencing the earlier of:
  - a) The date of actual physical connection of an improved property to the wastewater system, or
  - b) Forty-five (45) days from the date indicated on the notice to connect.
  
3. Wastewater Service Charge by Owner of Reserved Capacity EDU: The wastewater service charge shall be payable by the owner of each reserved capacity EDU commencing forth-five (45) days from the date indicated on the notice of availability of wastewater collection, treatment and disposal service.
  
4. Wastewater Service Charge by Equivalent Dwelling Unit (EDU) or by Large Consumer: The wastewater service charge applicable to any improved property constituting of a dwelling unit or large consumer shall be calculated, imposed and collected on the basis of one of the following methods, in the sole discretion of the Company:
  - a) Flat Rate Basis:
    - 1) Each owner of improved property and/or customer billed on a flat rate basis shall be charged a wastewater service charge as a specific amount per EDU applicable to such improved property, as determined by the Company, from time to time. The number of EDUs applicable to each improved property shall be determined as follows:

| <u>Description of Improved Property</u>                             | <u>Unit of Measurement</u>                       | <u>Number of EDU's per<br/>Unit of Measurement</u> |
|---|--|--|
| Residential Dwelling (year-round or seasonal)                       | Each Dwelling Unit                               | 1  |
| Retail Store, Professional Office or other Commercial Establishment | 1 to 10 employees                                | 1  |
|   | Each additional 10 employees or fraction thereof | 1  |

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| <u>Description of Improved Property</u>   | <u>Unit of Measurement</u>   | <u>Number of EDU's per<br/>Unit of Measurement</u> |
|---|--|--|
| Hotel, Motel or Boarding House<br>(not including Restaurant<br>Facilities)  | 1 to 3 rental rooms  | 1  |
|   | Each additional 3 room or<br>fraction thereof                          | 1  |
| Restaurant, Club, Tavern or Other<br>Retail Food or Drink   | 1 to 10 customer seats   | 1  |
|   | Each additional 10 seats or<br>fraction thereof                        | 1  |
| Automobile Service Station or<br>Commercial Repair Shop   | 1 to 10 employees  | 1  |
|   | Each additional 10 employees<br>or fraction thereof                    | 1  |
| Beauty Parlor or Barber Shop<br>(whether or not attached to or part<br>of a dwelling unit)  | First Chair  | 1  |
|   | Each additional chair  | 1  |
| Multiple Family Dwelling and<br>Apartments  | Each Dwelling Unit or<br>Apartment                                     | 1  |
| Any User having a Commercial<br>Garbage Grinder (i.e., $\geq 1$ hp)   | Each garbage grinder   | 1  |
|   | Each additional garbage<br>grinder                                     | 1  |
| Laundromat  | 1 to 3 washing machines  | 1  |
|   | Each additional 3 machines or<br>fraction thereof                      | 1  |
| Car Wash (can be in addition to<br>any other facility)  | 1 or 2 bays  | 1  |
|   | Each additional bay  | 1  |
| Educational/Institutional<br>Establishment (including, but not<br>limited to Day Care Centers,<br>Church Schools, and Health Care<br>Facilities): | without Cafeteria, Gym or<br>Showers                                   | Per each 50 persons or fraction<br>there           |
|   | with Cafeteria, no Gym or<br>Showers                                   | Per each 40 persons or fraction<br>thereof         |
|   | with Cafeteria and Showers   | Per each 33 persons or fraction<br>thereof         |
|   | Church (not including Parsonage,<br>Kitchen or Social Hall Facilities) | Each property                                      |

| <u>Description of Improved Property</u>                        | <u>Unit of Measurement</u> | <u>Number of EDU's per Unit of Measurement</u> |
|--|----------------------------|--|
| Fire Company (not including Kitchen or Social Hall Facilities) | Each property              |  |
| Social/Community Hall  | Each property              |  |
| Funeral Home   | Each property              |  |
| Post Office  | Each property              |  |
| Library  | Each property              |  |

- 2) The number of EDUs applicable to educational and institutional establishments shall be computed on the highest monthly average daily attendance of pupils (plus faculty, administrators and staff) for the twelve (12) months preceding the date of the applicable billing period. The owners of such facilities shall be responsible for continuously advising the Company, in writing, of the number of pupils, faculty, administrators and staff in attendance, as an average daily figure, and at any other time upon written request by the Company.
- 3) The number of EDUs applicable to retail stores, professional offices and other commercial establishments shall be computed on the basis of the average number of full and part-time employees (including the owner(s) or employer(s)) for the calendar quarter preceding the date of the quarter billing period. The owners of such facilities upon written request shall be responsible for advising the Company, in writing, of the number of employees.
- 4) To the extent that the use of any improved property is not adequately described above, the Company may use appropriate guidelines for determining domestic sanitary wastewater flows as promulgated by the Pennsylvania Department of Environmental Protection, at 25 Pa. Code § 73.17. Sewage flows, from time to time.
- 5) If the use or classification of any improved property is proposed to be changed by the owner, the owner shall notify the Company, in writing, thirty (30) days before such change is to take place. This notification shall demonstrate that the new use or reclassification has no quantity or quality changes to the present wastewater flows. The Company will have no obligation to continue to provide service if its wastewater collection, treatment or disposal facilities are inadequate to handle an increase. When the Company does not have sufficient reserve capacity to handle the new

use or reclassification, the owner will need to obtain reserved capacity EDU's from others.

- 6) If the use or classification of any improved property changes within the billing period, the Company will prorate the wastewater service charge. The appropriate credit or additional charge will appear on the statement for the next succeeding billing period.
- 7) All owners of reserved capacity EDU's shall be billed on a flat rate basis.

b) Metered Rate Basis:

- 1) Wastewater service charge for any improved property, in the discretion of the Company, may be determined on a metered rate basis. Each customer billed on a metered rate basis shall, nonetheless, be required to purchase and apply to each such improved property a specific number of EDU's which number shall be determined in the same manner as if the improved property were paying wastewater service charges on a flat rate basis. However, the actual wastewater service charge shall be calculated according to:
  - (a) Metered volume of potable water consumption by the improved property, **adjusted, if appropriate by the Company; or,**
  - (b) Metered volume of wastewater discharged by the improved property into the wastewater system, **but subject to a minimum wastewater service charge per EDU.**
- 2) Customers having their own source of water supply which does enter the wastewater system shall furnish, install and maintain metering device(s) having the approval of the Company and will be billed on the basis of water consumed and/or discharged.
- 3) Where more than one EDU (fixed or mobile) is served through a single meter, the charge shall be determined by the average water usage per EDU. The average water usage per EDU shall be determined by dividing the water registered by the meter by the number of EDU's served through such meter. This average usage per EDU will be used to calculate the charge in accordance with the metered rate schedule provided herein. The resulting charge is then multiplied by the number of EDU's served to determine a total charge for such meter.
- 4) Should a Commercial or Industrial Establishment determine and validate to the satisfaction of the Company that the majority of metered potable water is consumed in the operation of the business and is not entering the wastewater system, the customer may request service on a flat rate basis, whereby, such customer shall be billed as provided herein.

- 5) Where metered usage demonstrates that the owner of improved property has purchased EDU's representing more gallonage than is actually consumed or discharged, on average, for any consecutive twelve (12) month period, then the owner may request that the Company repurchase any such excess EDU's. However, the Company shall be under no obligation to repurchase any EDU's, and shall do so only where demand for wastewater treatment plant capacity exceeds the then current supply. The repurchase price shall equal the lowest price paid by the owner for any EDU without discount or premium.
- c) Estimated Rate Basis: The wastewater service charge may be based upon the Company's estimate of potable water consumed or domestic sanitary wastewater or industrial wastes discharged by any improved property in accordance with the metered rate schedule provided herein.
5. Wastewater Service Charge:
- a) Flat Rate Basis:
- 1) RATE: Unmetered Flat Rate of \$46.00 per month Commercial Customers  
RATE: Unmetered Flat Rate of \$46.00 per month Residential Customers
6. Wastewater Service Charge by Owner of Multiple Use Improved Property: In the case of multiple use improved property sharing a common connection to the wastewater system or a common structure, each such classification of improved property shall pay a separate wastewater service charge, as though it were housed in a separate structure and had a direct and separate connection to the wastewater system, computed in accordance with the provisions of this Part I, Section A, Sub-Section 4, a), 1).
7. Owner and/or Customer to Provide Information to Company:
- a) The owner of any improved property and/or customer discharging wastewater into the wastewater system shall furnish to the Company all information deemed essential or appropriate by the Company for the determination of all applicable wastewater service charges and surcharges. The costs of obtaining such information shall be borne by such owner of the improved property and/or customer. The Company reserves the right to review the disposition of customer wastewaters at any time service is in force.
- b) In the event of the failure of the owner and/or customer to provide adequate information, the Company shall estimate the applicable wastewater service charge and surcharge based upon available information or until such time as adequate information is received. There shall be no rebate of past payment if the owner and/or customer refusal to provide such information results in overpayment.

*SECTION B - Returned Check Charge*

A charge of **thirty-five** dollars (\$35.00) will be assessed any time where a check which has been presented to the Company for payment on account has been returned by the payer's bank for any reason.

*SECTION C - Late Payment Charge*

A late payment charge will be assessed to any customer who fails to pay all of the amount invoiced by the Company in a timely manner as prescribed in Part III, Section D, Rule 3. A late payment charge of one-half percent (1.5%) per month on any overdue amount will be assessed in the Company's subsequent invoice.

*SECTION D - Billing Service Restorage Charge*

A customer discontinuing service remains a customer for purposes of paying a billing service restoration charge pursuant to Part III, Section C, Rule 5 for a period of nine (9) months. A charge for restoring billing service shall be one hundred dollars (\$100.00).

*SECTION E - Prohibited Infiltration/Inflow Waters Charge*

The owner of an improved property who fails to repair or correct the defects causing infiltration/inflow waters to flow into the wastewater system within ninety (90) days, after having received proper notice from the Company, will be assessed a penalty of one hundred dollars (\$100.00) per day, until such remedial action is satisfactorily completed.

*SECTION F - Failure to Cleanup and Remedy Prohibited Discharges Charge*

Failure of the owner of an improved property and/or customer to satisfactorily cleanup and remedy any prohibited discharge by act or omission, willfully, recklessly or negligently as characterized in Part III, Section F, within twenty-four (24) hours, will result in a penalty of five hundred dollars (\$500.00), plus an additional one hundred dollars (\$100.00) for each day thereafter of non-compliance. The owner and/or customer shall additionally be responsible for payment of the remedial cleanup costs, as well as any costs to or damages or losses suffered by the Company as a result of any interference in operation of the wastewater system.

*SECTION G - Connection Permit Application and Building Service Line Inspection Charge*

A charge of one hundred and fifty dollars \$150.00 will be assessed to the owner of an improved property to cover the costs incidental to the processing of a Connection Permit Application and the inspection of the building service line following installation. This charge shall be payable when the Connection Permit Application is filed.

*PART II DEFINITIONS*

The following words and phrases, when used in this tariff shall have the meanings assigned below unless the context specifically and clearly indicates otherwise:

1. Ammonia Nitrogen as N: Ammonia Nitrogen as determined by the procedure set forth in 40 CFR Part 136.
2. Applicant: Any person, association, partnership, corporation, society, trust, religious organization or other group or entity, including municipalities, authorities, school districts, state or federal governmental agencies and other units of government who has an interest in improved property located within the service territory, including property owners, tenants renting under a lease of one year or longer, persons who have entered into an agreement, or other persons having a similar interest who applies to become a customer of the Company in accordance with Part III, Section A, of this tariff. The term does not include a customer who, within sixty (60) days after termination or discontinuance of service, seeks to transfer service within the service territory or to reinstate service at the same address.
3. B.O.D. (Biochemical Oxygen Demand): The quantity of oxygen, expressed in mg/l, utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees centigrade. The standard laboratory procedure shall be that found in 40 CFR Part 136.
4. Building Service Line: The pipe or line beginning at the end of the Company service lateral and extending to the point of connection with building drain, the interior plumbing system of the structure or dwelling being serviced. Note: In the 2003 International Plumbing Code® the Building Service Line is known as the Building Sewer.
5. Code: The International Codes™ regulations, subsequent amendments thereto, or any emergency rule or regulations that the administrative authority having jurisdiction has lawfully adopted.
6. Code Official: The officer or other designated authority charge with the administration and enforcement of the International Codes™, or a duly authorized representative.
7. Commercial Establishment: Any room, group of rooms, building or enclosure connected, directly or indirectly, to the Company's wastewater system and used or intended for use in the operation of a business enterprise for the sale and distribution of any product, commodity, article or service.
8. Commercial Waste: Any and all wastes discharged from a commercial establishment other than domestic sanitary wastewater.
9. Commission: The Pennsylvania Public Utility Commission.
10. Company: **PL Utilities LLC**, acting through its properly authorized agents or employees, each acting with the scope of the duties entrusted to him/her.

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

11. Company Collection Mains: A network of pipes located in public highways, streets, alleys or private right-of-ways for the purpose of gathering wastewater from individual structures or dwellings and conveying the flow to a wastewater pumping or treatment facility.
12. Company Service Lateral: The pipe or line extending laterally out from the Company collection main that connects to the building service line at the hypothetical or actual curb line, edge of the right-of-way or the actual property line.
13. Customer: A natural person or entity who is an owner of an improved property connected to the Company's wastewater system or lessee and who contracts with the Company for or receives wastewater collection, treatment and/or disposal service whether or not such contract is in writing.
14. Customer Service Line: See definition for Building Service Line.
15. Domestic Sanitary Wastewater: Normal water carrying household and toilet wastes discharged from any improved property.
16. Dwelling Unit: Any room, group of rooms, house trailer, apartment, condominium, cooperative or other enclosure connected, directly or indirectly, to the Company's wastewater system and occupied or intended for occupancy as living quarters by an individual, a single-family or other discrete group of persons, excluding institutional dormitories.
17. Educational Establishments: Each room, group of rooms, building, house trailer, mobile home, connected directly or indirectly, to the Company's wastewater system and used or intended for use, in whole or in part, for educational purposes, including both public and private schools.
18. Equivalent Dwelling Unit or "EDU": The unit of measure by which a wastewater service charge shall be imposed upon each improved property, as determined in *Part I* of this tariff, which shall be deemed to constitute the estimated, equivalent amount of domestic sanitary wastewater discharged by a single-family dwelling unit in a single day. One (1) EDU shall be equal to two hundred and seventy (275) gallons of wastewater per day for a three (3) bed room residence.
19. Extension: An addition to the wastewater collection system to extend service into the Company's franchise territory in order to accommodate more than one connection.
20. Franchise Territory: The land area where the Company has the exclusive right to provide wastewater service. The boundaries of this land area were approved by the Pennsylvania Public Utility Commission in an Order dated (insert entered date), in accordance with its Certificate of Public Convenience at Docket No. (insert Docket No.).
21. Garbage: The solid waste from cooking, dispensing of food and cleaning of soiled dishes, and from the handling and storage of vegetable matter in food preparation.

22. Headworks: The first treatment unit or wet well at the wastewater treatment plant.
23. Improved Property: Any property upon which there is erected a structure intended for continuous habitation, occupancy or use by human beings or animals and from which structure domestic sanitary wastewater and/or commercial or industrial wastes shall be or may be discharged.
24. Industrial Establishment: Any improved property, used or intended for use, wholly or in part, for the manufacturing, processing, cleaning, laundering or assembling of any product, commodity or article, or any other improved property from which wastes, in addition to domestic sanitary wastewater, shall or may be discharged.
25. Industrial Waste: Any and all wastes discharged from an industrial establishment other than domestic sanitary wastewater.
26. Infiltration: Any groundwater entering the Building Service Lines through defective joints and cracks in pipes.
27. Inflow: Any water discharged into Building Service Lines from foundation and roof drains, floor drains, sump pumps, outdoor paved areas, cooling water from air conditioners, and unpolluted waters from commercial, educational, industrial and institutional establishments.
28. Institutional Establishment: Any room, group of rooms, buildings or other enclosure connected, directly or indirectly, to the wastewater system, including institutional dormitories, and educational establishments, which do not constitute a commercial establishment, a residential dwelling unit or an industrial establishment.
29. Interference: A discharge which, alone or in conjunction with a discharge from other sources, does the following:
- a) Inhibits or disrupts the wastewater treatment facilities, its treatment processes or operations or its biosolids processes, use or disposal.
  - b) Is a cause of a violation of a requirement of the Company's NPDES permit including an increase in the magnitude or duration of a violation – or of the prevention of biosolids use or disposal in compliance with the following statutory provisions and regulations or permits issued there under – or more stringent State or local regulations:
    - 1) Section 405 of the Clean Water Act (33 U.S.C.A. § 1345).
    - 2) The Solid Waste Disposal Act (SWDA) (42 U.S.C.A. § § 6901 6987), including Title II, more commonly referred to as the Resource Conservation and Recovery Act of 1976 (RCRA).
    - 3) Regulations contained in the State's biosolids management plan prepared under Subtitle D of the SWDA, the Clean Air Act (42 U.S.C.A. § § 7401 –

7642), the Toxic Substances Control Act (15 U.S.C.A. § § 2601 2629) and the Marine Protection, Research, and Sanctuaries Act of 1972 (16 U.S.C.A. § § 1431 – 1434; 33 U.S.C.A. § § 1401, 1402, 1411 – 1421 and 1441 – 1445).

30. Land Developer: An individual, a partnership, a limited liability company or a corporation who acquires natural or unimproved land with no improvements or infrastructure and improves it with utility connections, roads, earth grading, covenants, and entitlements.
31. Large Consumer: A customer whose metered or estimated consumption of water or volume of domestic sanitary wastewater discharged is in excess of twenty four thousand seven hundred and fifty (24,750) gallons per calendar quarter in the case of a dwelling unit, and any commercial establishment, educational establishment, institutional establishment or industrial establishment, regardless of water consumption or volume of domestic sanitary wastewater or industrial wastes discharged.
32. Meter: Any device for the purpose of recording water consumption or the volume of wastewater discharged.
33. Multiple Use Improved Property: Any improved property upon which there shall exist any combination of a dwelling unit, commercial establishment, industrial establishment, educational establishment or institutional establishment.
34. Nonresidential Service: Wastewater service supplied to a commercial establishment, industrial establishment, educational establishment, institutional establishment, or to a trailer park or multi-tenant apartment building, or to any customer who purchases wastewater service from the Company for the purpose of resale.
35. NPDES permit: A permit or equivalent document or requirement issued by the Environment Protection Agency, or if appropriate, by the Pennsylvania Department of Environmental Protection, to regulate the discharge of pollutants under Section 402 of the Clean Water Act (33 U.S.C.A. § 1342).
36. Nuisance: A public nuisance as known in common law or in equity jurisprudence; whatever is dangerous to human life or detrimental to health.
37. Owner: Any person vested with title, legal or equitable, sole or partial, of any improved or unimproved property or reserved capacity EDU.
38. Person: Any individual, partnership, company, association, society, trust, corporation or other group or entity, including municipalities, municipal authorities, school districts and other units of government, and lessee, assignee, receiver, executor, administrator and other successors in interest.
39. pH: The logarithm of the reciprocal of the concentration of hydrogen ion, expressed in grams per liter of solution, indicating the degree of acidity or alkalinity of a substance.
40. Pollutants: Dredged spoil, solid waste, incinerator residue, filter backwash, wastewater, garbage, wastewater treatment biosolids, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural, commercial and industrial wastes, and certain characteristics of wastewater.

41. Premises: Unless otherwise indicated, the residence of the customer.
42. Pretreatment: The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the Company collection and treatment facilities. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by dilution the concentration of the pollutants unless allowed by an applicable pretreatment standard.
43. Pretreatment Program: A program administered by the Company that has been approved by the Environmental Protection Agency under 40 CFR 403.11 (related to approval procedures for pretreatment programs and granting of removal credits).
44. Properly Shredded Garbage: Garbage that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in the Company's Collection Mains, with no particle greater than one-half (1/2) inch in any dimension.
45. Public Utility: Persons or corporation owning or operating equipment or facilities in this Commonwealth for wastewater collection, treatment, or disposal to the public.
46. Reserved Capacity EDU: Any EDU purchased or contracted to be purchased by any person or owner of unimproved property or improved property (for the further development or improvement of such property), through the execution of an EDU Allocation Certificate and Agreement, which EDU has not been used to service any structure or improved property and remains available for use.
47. Residential Service: Wastewater service supplied to an individual, single-family residential dwelling unit, including service provided to a commercial establishment if concurrent service is provided to a residential dwelling attached thereto. Wastewater service provided to a hotel or motel is not considered residential service.
48. Regulatory Agency: Agencies, including but not limited to the Commission (PUC), the Pennsylvania Department of Environmental Protection (DEP), U.S. Environmental Protection Agency (EPA), and the River Basin Commissions, which have authority over the operations and/or discharges into and/or from the Company's wastewater treatment facilities.
49. Septic Tank Waste: Waste containing only human excrement and gray water (household showers, dishwashing operations, etc.) from on-lot systems, and from holding tanks used in temporary situations and in vessels, campers, trailers, including chemical toilets.
50. Service Territory: Is the actual land area where the Company has collection facilities available to provide wastewater service.
51. Slug: Any discharge of water, wastewater, or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation.

52. Street: Any street, road, highway, lane, avenue, court, cul-de-sac, alley public way or public square, including such streets as are dedicated to public use.
53. Storm Water: Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.
54. Storm Water Collection System: A separate network of gutters, ditches, swales, pipes and inlets which receives discharges of storm water and/or conveys surface water, subsurface drainage or storm water from buildings, grounds, parking lots, streets, etc. but excludes wastewater.
55. Tariff: All of the service rates, charges, rules and regulations issued by the Company, together with any supplements or revisions thereto, officially approved by the Commission and contained in this document.
56. Termination of Service. Cessation of service, whether temporary or permanent, without the consent of the customer.
57. Total Phosphorus as P: Total phosphorus as determined pursuant to the procedures set forth in 40 CFR Part 136.
58. Total Solids: Solids determined by evaporating at one hundred (100) degrees centigrade a mixed sample of wastewater as determined pursuant to the procedures set forth in 40 CFR Part 136. Total Solids include floating solids, suspended solids, settleable solids and dissolved solids.
- Suspended Solids: Total suspended matter that either floats on the surface of, or is suspended in wastewater and that is removable by laboratory filtering as prescribed in 40 CFR Part 136.
- Settleable Solids: Solids that settle in an imhoff cone from a standard sample of wastewater.
- Dissolved Solids: Solids that are dissolved in the wastewater which cannot be settled, but can be determined by evaporation.
59. Toxic Substances: Any substances where gaseous, liquid or solid waste which, when discharged to the Company's facilities in sufficient quantities, will be detrimental to any biological wastewater treatment process, constitute a hazard to human beings or animals, inhibit aquatic life, or create a hazard to recreation in receiving waters of the effluent from the wastewater treatment plant, or as defined pursuant to PL 92-500 (Federal Water Pollution Control Act Amendments of 1972) or its amendments.
60. Wastes: Any liquid, gaseous, or solid substances or combination thereof which are discarded, leached, or spilled substances or combination thereof including domestic sanitary wastewater but excluding unpolluted, storm and ground waters.
61. Wastewater: A combination of the water-carried wastes from an improved property,

together with such ground, surface and storm water as may be present in Company collection mains and laterals.

62. Wastewater Service Charge: The service charge imposed by the Company hereunder, as amended from time to time, against the owner of each improved property and/or customer, for the use of the wastewater system, and against the owner of each reserved capacity EDU.
63. Wastewater System: All facilities, at any particular time, acquired, constructed, operated, and/or owned by the Company, for collecting, transporting, pumping, treating and disposing of wastewater.
64. Unimproved Property: Any property upon which there exists no structure intended for continuous or periodic habitation, occupancy or use by human beings or animals.

### PART III: RULES AND REGULATIONS

#### SECTION A - Application for Service

1. Service Application Required: All applications for service must be in writing on a Application Form provided by the Company and signed by the owner or owners of the property to which wastewater service will be provided; except that where a lessee of property occupies or uses the property under a lease having a fixed term of one (1) year or longer, the lessee may request service as an applicant. An application for residential wastewater service shall only be made by an adult occupant whose name appears on the mortgage, deed or lease of the property. The Company may, at its sole discretion, require that the applicant sign a separate contract for service.
2. Change in Ownership or Tenancy: A new application must be made to the Company upon any change in ownership where the owner of the property is the customer, or upon any change in the identity of a lessee where the lessee of the property is the customer. The Company shall have the right to discontinue or otherwise interrupt wastewater service in accordance with 52 Pa. Code § 56.91, if a new application has not been made and approved for the new customer.
3. Acceptance of Application: An application for service shall be considered accepted by the Company only upon written approval by the Company. The Company may provide service to the applicant pending formal review and acceptance of the application. The application may be approved or rejected by the Company in accordance with 52 Pa. Code § 56.32, pertaining to credit standards. The person or persons making the application must sign the same, and will be considered the customer(s) under the contract and will be responsible for all charges and proper observance of the Rules and Regulations.
4. Application Form: An Application for Service form can be obtained at the Company's local business office, presently located at [to be inserted once approved].

5. Temporary Service: In the case of temporary service for short-term use, the Company may require the customer to pay all costs of making the Company service lateral connection and for its removal / abandonment after the service has been discontinued, or to pay a fixed amount in advance to cover such expenses.

*SECTION B - Construction and Maintenance of Owner's Facilities*

- a) Building Service Line Connection Permit Required: No building service line shall be connected to the Company's wastewater system without first obtaining from the Company a Building Service Line Connection Permit. Application for such permit must be in writing using the Application for a Connection Permit form provided by the Company and shall be signed by the owner or owners of the property. This permit only grants permission to connection to the Company's wastewater system and shall not be construed as authority to violate, alter or set aside any of the provisions of the applicable Palmyra Township Plumbing Code and any other applicable laws or ordinances. The permit is invalid unless the connection is made within one (1) year of permit issuance.
2. Building Service Line: The building service line shall be furnished, installed, maintained in good repair, and replaced, when necessary, by and at the sole expense of the owner. The Company shall rely on the regulations of the applicable Palmyra Township Plumbing Code for the general requirements for the erection, installation, alteration, repairs, relocation, replacement, addition to, use and maintenance of the building service line. Connection to the Company's wastewater facilities may not occur unless the owner provides written proof (a notice of approval issued by the code official) that the building service line passed the testing and inspection requirements in accordance with the applicable Palmyra Township Plumbing Code. The Company's authorized representatives or agents of the Company shall inspect the physical connection of the building service line with its service lateral before this work is backfilled.
3. Owner's Responsibilities: All building service lines, connections, cleanouts, traps, interceptors, separators and screens furnished by the owner shall be maintained by the owner in good working order. All pipes, connections, couplings, valves, meters and fixtures furnished by the Company and are on property owned or leased by the customer shall be protected properly by the customer. When there is a backup in the premises, the customer should contact the Company's office to report the problem. The Company will dispatch an authorized representative or agent to inspect its facilities to insure that they are not the cause of the problem and will inform the caller of their findings. This inspection service is provided free of charge. The owner is responsible for the immediate repair of any leaks or blockages in the building service line. The Company shall not be liable for any damage or expense resulting from leaks, stoppages or defective plumbing or from any other cause occurring to any premises or within any building or structure when such damage or expense is found to have resulted from stoppage, damage or defects in the building service line. The Company shall not be liable for a deficiency or failure of service when occasioned by an emergency, required repair, or failure from any cause beyond its control.
4. Right to Reject and Test: The Company may refuse to connect with any building service

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

line or furnish service through a service line already connected if such service line is not properly installed, maintained, tested, repaired or replaced to the satisfaction of the Company. The Company at any time may request a Gravity Sewer Test be performed on the building service line, at the sole expense of the owner, whenever it has evidence the service line is leaking excessively. The leakage is excessive when the groundwater flow exceed one hundred (100) gallon per inch of nominal diameter per mile of pipe per day. The Gravity Sewer Test shall be in accordance with the applicable Palmyra Township Plumbing Code.

5. Individual Building Service Line Requirements: Except as otherwise expressly authorized by the Company, each individual structure or dwelling shall be served only through a separate service line connected directly to the Company service lateral, and that this service line shall not serve any other structure or dwelling. No additional attachment may be made to any building service line for any purpose without the express written approval of the Company. The building service line shall not pass through or across any property other than that to be served.
  
6. Connection to Company's Collection Main or Service Lateral: No connection shall be made to the Company collection main, or to an existing Company service lateral, or detachment from it, except under the direction and control of the Company' authorized representative or it agent. All such connection shall be the property of the Company and shall be accessible to it and under its control. The Company will normally furnish, install and maintain all service laterals from the collection main to the curb, edge of right-of-way or property line and the connection fitting thereto.
  
7. Water Use Standards for Certain Plumbing Fixtures: This rule establishes maximum water use criteria for certain plumbing fixtures installed in all new residential construction or renovation. Such standards have been implemented to achieve maximum efficiency of water use that the Commission has determined is technologically feasible and economically justified.

a) Maximum permitted water usage levels shall be as follows:

| <u>Plumbing Fixture</u>   | <u>Maximum Water Use<sup>1</sup></u> |
|---------------------------|--------------------------------------|
| Lavatory and sink faucets | 2.2 gpm at 60 psi                    |
| Shower head               | 2.5 gpm at 80 psi                    |
| Water closet              | 1.6 gallons/flush cycle              |
| Urinal                    | 1.0 gallons/flush cycle              |

b) The Company may exempt particular customers, or classes of customers, when it is determined that the water use standards for plumbing fixtures listed above are unreasonable, cannot be accommodated by existing technology or are otherwise inappropriate.

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<sup>1</sup> Ref. 2003 International Plumbing Code, Table 604.4.

8. Owner's Pumping Units: When a pump or ejector is required to use the Company's system, it shall be the owner's responsibility to purchase, install, operate, maintain, trouble-shoot, repair and replace the unit. The unit shall be designed to conform to the applicable requirements of the Palmyra Township Plumbing Code.

*SECTION C - Discontinuance, Termination and Restoration of Service*

1. Discontinuance by Exoneration: All requests for exoneration of the Wastewater Service Charges on the basis of a condition of vacancy existing at an improved property connected to the wastewater system must be in writing on an Application Form provided by the Company. When a customer requests exoneration, the following rules shall apply:
- a) The owner or owners of the property shall complete and submit an Application for Exoneration of Vacated Property. The Application forms can be obtained at the Company's local business office, presently located at [to be inserted on approval].
  - b) A customer who wishes to have service discontinued by exoneration shall prepare and submit an Application giving at least a three (3) days' notice to the Company. The property shall have been vacated for a period of thirty (30) consecutive calendar days and all utilities such as water, gas, electricity, cable, etc. must have been disconnected during this period. In the absence of proper notice, the customer shall be responsible for all service rendered until the time that the Company shall have actual or constructive notice of the customer's intent to discontinue service. The customer shall not begin to use nor cease to use wastewater service without the prior written consent of the Company. A customer discontinuing service remains a customer for purposes of paying a billing service restoration charge pursuant to Rule 5 of this Section for a period of nine (9) months.
  - c) Where a customer requests the restoration of service within six (6) months of having the service discontinued, the customer shall be subject to monthly minimum billing for that period.
2. Termination by Company: Service to the customer may be terminated for good cause, including, but not limited to, the following:
- a) making an application for service that contains material misrepresentations; failure to repair any known leaks in building service line;
  - b) connecting, or failure to remove the connection, of any source of storm water, surface water, ground water, roof runoff and/or uncontaminated water from air-conditioning system, swimming pools and so forth;
  - c) tampering with any building service line, lateral connection, or installing or maintaining any unauthorized connection;

- d) theft of service, which shall include unauthorized use and taking service without having made a proper application for service under Part III, Section A;
  - e) Nonpayment of an undisputed, delinquent account;
  - f) Failure to comply with the material terms of a payment arrangement;
  - g) Failure to complete payment of a deposit, provide a guarantee of payment or establish credit;
  - h) discharge of any prohibited substance listed in Part III, Section F into the Company's system;
  - i) failure to allow Company reasonable access to customer's property to inspect, investigate, read, sample, notify, maintain, repair, shutoff, etc.;
  - j) receipt by the Company of an order or notice from the Department of Environmental Protection, a health agency, local code enforcement officer
  - k) or other similar authority, to terminate service to the property served on the grounds of violation of any law or ordinance, or upon notice to the Company from any such authority that it has ordered an existing violation on the property to be corrected and that such order has not been complied with;
  - l) material violation of any provision of this tariff; or
  - m) violating provisions of this Tariff so as to endanger the safety of a person or the integrity of the Company's collection or treatment system.
3. Notice: The Company will notify the customer in writing when a condition(s) that warrants termination is discovered. Notice of termination will be given in such a manner as may be specified in the Public Utility Code, 66 Pa. C.S. §§ 101 et seq.
4. Timing: Service will be terminated without notice for violations of Rule 2. a), c), d) and m) of this Section. A reasonable time will be allowed to investigate, correct or cure the condition(s) specified when the customer provides written notification to the Company of a realistic time schedule. A customer who does not notify the Company is subject to having its service terminated without further notice from Monday through Friday. The termination of service may also include the termination of water service to the premise.
5. Restoration of Service:
- a) Conditions of Restoration: Whenever service is discontinued by exonerated or terminated pursuant to Rule 1 or Rule 2 of this Section, service shall be permitted by the Company only upon the payment by the customer of a billing service restoration charge, and if service was terminated under Rule 2, the curing of the

problem(s) that gave rise to the termination.

- b) Timing: When service to a customer has been terminated and, provided the Customer has met applicable conditions, the Company shall reconnect service as follows:
- (1) Within twenty-four (24) hours for erroneous termination or upon receipt by the Company of a valid medical certification from the customer;
  - (2) Within twenty-four (24) hours for termination occurring after November 30 and before April 1;
  - (3) Within three (3) days for erroneous terminations requiring street or sidewalk digging;
  - (4) Within three (3) days from April 1 to November 30 for proper terminations, and
  - (5) Within seven (7) days for proper terminations requiring street or sidewalk digging.

#### *SECTION D - Billing and Collection*

1. Issuance of Bills: The Company will bill each customer within fifteen (15) days of the last day of each billing period.
2. Billing Due Date: The due date for payment of a bill for nonresidential service shall be no less than fifteen (15) days from the date of transmittal. The due date for payment of a bill for residential service shall be no less than twenty (20) days from the date of transmittal. If the last day for payment falls on a Saturday, Sunday or bank holiday, or on any day when the offices of the Company are not open to the general public, the due date shall be extended to the next business day. Failure to receive a bill shall not relieve the customer from its payment obligation. The presentation of bills to customers is a matter of accommodation and not a waiver of this rule. For bills paid by mail, the date of the Postal Service postmark is considered the payment date.
3. Late-Payment Charge: All amounts not paid when due shall accrue a late-payment charge. The Company may not impose a late-payment charge unless payment is received more than five (5) days after the billing due date.
4. Change in Billing Address: Where a customer fails to notify the Company of a change in billing address, the customer shall remain responsible to remit payment by the billing due date.
5. Application of Payment: Utility bills rendered by the Company shall include only the amount due for wastewater service. Where a customer remittance to the Company includes payment for any non-wastewater services, proceeds will be applied first to pay all outstanding regulated utility charges.

6. Return Check Charges: The customer will be responsible for the payment of a charge, for each time a check presented to the Company for payment on a customer's utility bill, for either wastewater or non-wastewater service, if the check is returned by the payer bank for any reason including, but not limited to, insufficient funds, account closed, payment stopped, two signatures required, post-dated, stale date, account garnished, or unauthorized signature. This charge is in addition to any charge, which may be assessed against the customer by the bank.
7. Disputed Bills: In the event of a dispute between the customer and the Company with respect to any bill, the Company will promptly make such investigation as may be required by the particular case and report the result to the customer. The customer is not obligated to pay the disputed amount during the pendency of the Company's investigation. When the Company has made a report to the customer sustaining the bill as rendered, the customer shall have fifteen (15) days from the date of such report in which to pay the bill. If the Company determines that the bill originally rendered is incorrect, the Company will issue a corrected bill with a new due date for payment. Any amounts received by the Company in excess of the amount determined to be due by the Company's investigation of the dispute shall be refunded to the customer.

#### *SECTION E - Deposits*

1. Residential Customers:
  - a) New Applicants—The Company will provide service without requiring a deposit unless the applicant was terminated for nonpayment within the prior twelve (12) months or has an unpaid balance for prior service from the Company. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
  - b) Existing Customers—If a customer has paid late on two (2) consecutive occasions or a total of three (3) times within the prior twelve (12) month period, the Company may send a letter informing the customer that a deposit may be required if another late payment is received within the next twelve (12) months. An existing customer may be required to pay a deposit as a condition to having service restored after termination for non-payment or for failure to comply with a payment agreement. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
  - c) Deposit Refunds and Interest—A deposit will be refunded if service is discontinued and the final bill is paid or if the customer has paid the bills for the prior twelve (12) month period without having been late on more than two (2) occasions and is not currently delinquent. Interest on deposits will be paid at the rate governed by 52 Pa. Code § 56.57. Interest rate. On deposits held for more than a year, the Company will pay to the depositor, at the end of each calendar year, the interest accrued thereon.

2. Nonresidential Customers:

- a) New Applicants—A deposit may be required from any new applicant who does not have prior satisfactory credit history with the Company. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.<sup>2</sup>
- b) Existing Customers—Deposit requirements for existing nonresidential customers shall be as established for residential customers in Rule 1 of this Section.
- c) Deposit Refunds and Interest—A deposit will be refunded if the customer pays all bills on time over a twelve (12) month period or if service is discontinued and the final bill has been paid. There will be no interest paid on deposits for nonresidential accounts.

*SECTION F - Wastewater Control Regulations*

1. General Prohibitions:

- a) No customer shall introduce or cause to be introduced into the wastewater system any pollutant or wastewater that causes a pass through or interference. This applies to all customers whether or not they are subject to categorical pretreatment standards or any other National, State or local pretreatment standards or requirements.
- b) No storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, non-contact cooling water, and other uncontaminated water unless specifically authorized in writing from the Company shall be admitted. The use of uncontaminated water to dilute other contaminated wastewater to comply with established limitations shall be prohibited.

2. Prohibited Wastewater Discharges: No person shall cause or permit to be discharged into the Company's wastewater system any pollutants, substances, or wastewater having any of the following characteristics:

- a) Wastewater containing any gasoline, benzene, naphtha, fuel oil or other explosive liquids, solids or gases which by reason of their nature or quality may cause a fire or explosion, or be in any other way injurious to persons, the structures, or equipment of the wastewater system, or its operation<sup>2</sup>.
- b) Wastewater, either liquid or vapor, having a temperature higher than 50° C (122° F). When higher temperatures exist, cooling methods shall be subject to the review

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<sup>2</sup> All users of the system shall refer to NFPA 328, entitled "Recommended Practices for the Control of Flammable and Combustible Liquids and Gases in Manholes, Sewers, and Similar Underground Structures," prepared by the National Fire Protection Association, Inc., for the proper approaches relating to the problem of fire and explosive hazards.

and approval by the Company. In no case will discharged wastewater be allowed to cause the temperature of the wastewater at the headworks of the treatment plant to exceed 40° C (104° F).

- c) Wastewater having a pH lower than five point zero (5.0) or higher than ten point five (10.5) standard units, or having any corrosive properties capable of causing damage or hazards to structures, equipment or personnel, or interferes with the proper operation of the wastewater system.
- d) Wastewater containing noxious or malodorous gases or substances which, either singly or by interaction with other wastewater or other pollutants, is likely in the opinion of the Company to create a public nuisance or hazard to life, or prevent entry into the Company collection mains for their maintenance or repair.
- e) Wastewater containing ashes, cinders, sand, litter, mud, straw, shavings, metal, glass, tar, rubber, plastics, wood, bottles, cans, utensils, shoes, rags, clothing, undergarments, hand towels, cotton, wool, or other fibers, chemical or paint residues, feathers, hair and fleshing, bone, entrails, whole blood, paunch, manure, butcher's offal, lime slurry or any other solid or viscous material of such character or in such quantity as in the opinion of the Company may cause an obstruction to the flow in the Company collection mains or otherwise interferes with the proper operation of the wastewater system.
- f) Wastewater containing any food waste that has not been property shredded by household type garbage grinder. The installation and operation of any garbage grinder equipped with a motor of one (1-hp) horsepower or greater shall be subject to the review and approval by the Company.
- g) Wastewater containing solids of such character and quantity that special and unusual attention is required for their handling.
- h) Wastewater containing any pollutants or substances which may affect the effluent and may cause violation of the National Pollutant Discharge Elimination System Permit.
- i) Wastewater containing pollutants or substances detrimental to the operation of the Company's wastewater treatment plant and/or collection mains causing erosion, corrosion or deterioration to the pipes, equipment and structures.
- j) Wastewater containing fat, wax, grease, tar or oil of petroleum origin, whether emulsified or not, in excess of one hundred (100) mg/1, or petroleum oil, nonbiodegradable cutting oil or petroleum products of mineral oil origin in amounts that will cause interference or pass-through at the wastewater treatment facilities.
- k) Wastewater containing more than ten (10) mg/1 of any of the following gases: hydrogen sulfide, sulfur dioxide, nitrous oxide, or any of the halogens.

- l) Wastewater containing toxic or poisonous pollutants or substances, in a sufficient quantity to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, or create any hazard in the Company collection mains. Toxic pollutants or substances shall include, but not be limited to wastewater containing cyanide, chromium, cadmium, mercury, copper, nickel, or materials listed as hazardous materials.
- m) Wastewater containing any pollutant or substance which may cause the wastewater treatment process to be in noncompliance with biosolids use, recycling or disposal criteria pursuant to guidelines or regulations developed under Section 405 of the Federal Act, the Clean Air Act or criteria for biosolids management and disposal developed by the Department of Environmental Protection.
- n) Wastewater containing any isotopes or other radioactive materials.
- o) Wastewater containing any color which may not be removed in the wastewater treatment process.
- p) Wastewater containing any pollutants or substances, including conventional pollutants or substances released at a flow rate and/or concentration that may cause interference with the operation of the wastewater system.
- q) Wastewater containing pollutants or substances which may solidify or become viscous at temperatures between 0° C (32° F) or 60° C (104° F).
- r) Wastewater containing pollutants or substances that alone or in combination may result in the release of toxic gases, vapors, or fumes in a quantity that will cause acute worker's health and safety problems.

3. Sampling and Analysis:

- a) Where, in the opinion of the Company, a significant amount of wastewater is involved, the customer shall install, as part of the building service line, a manhole for the purpose of sampling, measurement, and observation of the discharge. The manhole will be constructed according to Company specifications and in a manner that insures accessibility at all times.
- b) All measurements, sampling, testing and analyses of the characteristics of waters and wastewaters to which reference is made in the Rules and Regulations of the Company, shall be determined in accordance with 40 CFR Part 136.
- c) All inspections, measurements, sampling, testing and analyses deemed by the Company to be necessary under this Section or any other part of the Rules and Regulations of the Company, shall be done by the Company or its agents, employees or contractors. If the inspections, sampling, measurements, testing and/or analyses determine that a customer has created a situation which is in violation of any statute, ordinance, rule or regulation, then the customer shall be

required to pay all costs incurred in remedying the situation. Otherwise, the costs involved are to be born by the Company. Costs assessed against a customer pursuant to this Section, shall be in addition to any other fees charged by the Company. The costs shall be payable within thirty (30) days of presentation of an invoice to the customer at their current billing address.

- d) Where the Company deems it advisable, it may require any customer discharging wastewater to install and maintain, at his or her own expense, in a manner approved by the Company or its representative, a metering device to continuously measure and record the flow of the wastewater so discharged. The customer shall have ninety (90) days
4. Disposal of Wastes From Holding and Septic Tanks or Cesspools: No person shall dispose of wastes from holding and septic tanks, cesspools, or other such sources of domestic waste to the Company's wastewater system, except as designated by the Company.
5. Penalties: The Company reserves the right to deny wastewater service for violation of any provision of these regulations, subject to PUC rules and regulations.
6. Damage to System and Indemnification: In the event of any damage to the Company's wastewater system caused by a customer, such damage shall be immediately reported to the Company and said customer shall reimburse Company for the costs of repairs.
7. Emergency Termination of Service: If a violation consists of the discharge of an explosive or flammable material or any other material which is highly toxic or creates a toxic gas so that there is imminent danger to the personnel, property or treatment process of the Company, or to the public or the environment, then the Company shall take whatever action is necessary to halt service and to protect the life and property.

*SECTION G - Company Collection Main Extensions for a Bona Fide Service Applicant*

1. Request by a Bona Fide Service Applicant: When the Applicant making an application for wastewater service is determined by the Company to be a bona fide service applicant, the Company will execute a Extension Agreement for a Bona Fide Service Applicant to the extent that the contents do not materially handicap its ability to secure a fair return on investment or does not unduly burden its existing customers consistent with the following directives:
  - a) The collection main extension will be funded by the Company without a customer advance from the bona fide service applicant where the annual revenue from the collection main extension will equal or exceed the Company's annual collection main extension costs.
  - b) If the annual revenue from the collection main extension will not equal or exceed the Company's annual collection main extension costs, a bona fide service applicant may be required to provide a customer advance towards the Company's cost of construction for the collection main extension. The Company's investment for the

collection main extension shall be the portion of the total construction costs which generate the annual collection main extension costs equal to annual revenue from the collection main extension. The customer advance amount shall be determined by subtracting the Company's investment for the collection main extension from the total construction costs.

- c) The Company's investment for the collection main extension shall be based on the following formula, where X equals the Company's investment attributed to each bona fide service applicant:

$X = [AR - OM] \text{ divided by } [I + D]$ ; where:

AR = the Company's annual revenue,

OM = the Company's operating and maintenance costs,

I = the Company's current debt ratio multiplied by the Company's weighted long-term debt cost rate, and

D = the Company's current depreciation accrual rate.

2. Definitions: The following words or phrases, when used in this Section G shall have the meanings assigned below unless context specifically and clearly indicates otherwise.

- a) Annual Collection Main Extension Costs: The sum of a Company's additional annual operating and maintenance costs, debt service costs and depreciation charges associated with the collection main extension.
- b) Annual Revenue: The Company's expected additional annual revenue from the collection main extension based on the Company's currently effective tariff rates and on the average annual usage of customers similar in nature and size to the bona fide service applicant.
- c) Bona Fide Service Applicant: A person or entity applying for wastewater service to an existing or proposed structure within the Company's franchise territory for which a valid occupancy or building permit has been issued if the structure is either a primary residence of the applicant or a place of business. An applicant shall not be deemed a bona fide service applicant if:
- (1) an applicant is requesting wastewater service to a building lot, subdivision or a secondary residential dwelling;
  - (2) the request for service is part of a plan for the development of a residential dwelling or subdivision; or
  - (3) the request for service requires special utility service.
- d) Collection Main Extension: An extension to the Company existing collection main system which is necessary to serve a bona fide service applicant's property located within the Company's franchise territory.

- e) Debt Service Costs: The Company's additional annual cost of debt associated with financing the collection main extension's investment based on the current debt ratio and weighted long-term debt cost rate for the Company, or that of a comparable jurisdictional wastewater utility.
- f) Depreciation Charges: The Company's additional annual depreciation charges associated with the collection main extension's investment, based on the current depreciation accrual rates for the Company, or that of a comparable jurisdictional wastewater utility.
- g) Operating and Maintenance Costs: The Company's average annual operating and maintenance costs associated with serving an additional customer, including customer accounting, billing and collection, power, chemicals, and other variable costs based on the current total Company level of such costs, as well as costs particular to the specific needs of that customer.
- h) Special Utility Service A person or entity applying for wastewater service to an existing or proposed structure within the Company's franchise territory will be deemed to be requesting special utility service if:
  - (1) if the wastewater service exceeds that required for one (1) EDU of domestic sanitary wastewater discharge;
  - (2) if the wastewater service is temporary service less than one year or seasonal; or
  - (3) if the wastewater discharge needs are already adequately met by an alternative means.

3. Customer Advance Financing, Refunds and Facilities on Private Property:

- a) When a customer advance is required from a bona fide service applicant, and an additional customer or customers attach their building service lines to the collection main extension within a ten (10) years period, the Company shall refund a portion of the advance to the customer. Deposits made for additional facilities other than the collection main extension are Contributions-In-Aid-of-Construction and are not refundable.
- b) The Company will refund to the bona fide service applicant, during a period of ten (10) years from the signing date of the Final Memorandum, a per customer amount for each additional bona fide service applicant from whom a service lateral connection is directly attached to such collection main extension, as distinguished from extensions or branches thereof. Provided, however, that the total amount refunded shall not exceed the original deposit without interest, and provided that all or any part of the deposit not refunded within the said ten (10) year period shall become the property of the Company, and shall be treated as Contributions-in-Aid-of-Construction for ratemaking purposes. The per customer refund amount shall

equal the Company's investment attributed to each bona fide service applicant as calculated in the formula contained in Section G, Rule 1, Subsection (c) of this tariff.

- c) The Company shall require the bona fide service applicant to pay in advance a reasonable charge for any equipment or devices installed on private property for the exclusive use of the bona fide service applicant. These other facilities which may be installed by the Company, will be owned by, maintained by, and will become the sole responsibility of the bona fide service applicant.
- d) Section G, Rule 1 (a) through (c) of this tariff does not apply to special utility service. By way of illustration and not limited to, special utility service component shall include: the cost for installation of facilities such as a manhole for the purpose of sampling, measurement, and observation of the discharge, an oversized service lateral or installation of or upgrade of existing pumping facilities as necessary to provide adequate service to the bona fide service to the bona fide service applicant requesting service which includes a "special utility service" component is entitled to bona fide service applicant status, including the corresponding Company contribution toward the costs for the collection main extension which does not meet the special utility service criteria.

*SECTION H - Company Collection Main Extensions for a Land Developer*

1. A land developer who wants to request wastewater service to an area outside of the Company's existing service territory but within its franchised territory shall execute a Collection Main Extension Agreement. The construction cost of the Collection Main Extension shall be estimated and shown in the Preliminary Memorandum. A Master Agreement may be executed where collection main extensions are to be made in phases over a period of time. A separate Agreement and payment of a separate Customer Advance shall be made with each phase.
2. The Preliminary Memorandum shall include a fee for the Company's administrative, engineering and inspection costs to be paid by the land developer. The Company's construction overhead costs which relate to its administrative, engineering and inspection expenses will be expressed as a percentage rate is applied to the land developer's estimated and final cost of construction and is intended to offset the administrative, engineering and inspection costs that are incurred by the Company as a result of the project.
3. The land developer shall be required to install the collection main extension, service laterals and appurtenances through a pre-qualified contractor retained by the land developer and to pay all costs related thereto. The Company shall supply the land developer with a list of Company approved contractors. At the sole discretion of the Company, the Company may undertake construction of all or part of the facilities otherwise subject to this section, in which event the land developer will retain financial responsibility for the installation of collection mains, service laterals and appurtenances as specified.

4. All construction costs, whether initially incurred by the land developer or the Company, related to the collection main extension shall be the responsibility of the land developer.
5. Collection mains, service laterals and appurtenance installation work shall be performed in accordance with the specifications and conditions of the Company.
6. All costs of materials, installations, permits, inspection and the Company's construction overhead costs required to serve the land developer's property shall be the responsibility of the land developer. The land developer shall contract directly with a pre-qualified contractor, recognized and approved by the Company, for all collection mains, service laterals and appurtenances required to serve the project.
7. Any construction involving pre-existing facilities of the Company including, but not limited to, relocation of existing facilities and connection of collection mains or service laterals with existing facilities shall be the responsibility of the land developer.
8. The land developer's estimate of the cost for the project must be acceptable to the Company. Estimates which appear to be inaccurate may be rejected by the Company.
9. The land developer shall obtain all necessary permits from federal, state and local authorities. If any of these authorities require the Company to obtain such permits, the Company will apply for the permits, at the land developer's expense.
10. All construction shall be subjected to inspection by the Company's employees or agents. No trenches shall be backfilled prior to approval from the Company's inspectors.
11. The land developer shall supply the Company with an accurate "as built" set of plans for the construction project. This set of "as built" plans shall be created in accordance with the specifications and conditions of the Company. The land developer's Engineer of Record shall provide a letter certifying the "as built" information is correct, and that all necessary properties, easements and/or right-of-ways has been identified with running descriptions.
12. The Company, in its sole discretion, will not accept ownership of the facilities provide wastewater service to any connection there from until the Company determines:
  - a) That all construction related to the collection mains, service laterals and appurtenance installation work is properly completed accordance with the official plans and specifications;
  - b) That all of the facilities are acceptable for public service; That the Company costs have been paid;
  - c) That a proper accounting of construction costs has been provided to the Company;
  - d) That the Company received certified copies of all legal instruments, duly recorded in the County Office of the Recorder of Deeds, describing the necessary properties, easements and/or right-of-way; and

- e) That the Company has received the "as built" plans and the letter from the Engineer of Record, as specified above.
13. Following acceptance of the completion of all items specified above, ownership of all the facilities shall be transferred to the Company, at no cost to the Company and free and clear of any liens.
14. At the time of transfer of ownership of the facilities to the Company, the Company shall provide, at no cost to the Company, all appropriate right-of-ways that are necessary for future access to repair, maintain, replace or other related reasons.
15. Upon completion of the ownership transfer, a Final Memorandum shall be prepared and completed by the land developer and signed by both parties showing the actual costs and the Company construction overhead costs.
16. The land developer shall warrant and be responsible for all maintenance of facilities constructed by the land developer and holds the Company harmless against all costs, expenses and losses, including, without limitation, incidental and consequential damages resulting from any defects in the facilities, including, without limitation, defects in materials and workmanship, which are discovered or arise within a one (1) year period following the signing of the Final Memorandum as described in Paragraph 15 above. As security for the land developer's performance of its representation and warranty, simultaneously with the conveyance of the facilities to the Company, the land developer shall deliver to the Company an executed performance bond or another Company approved financial instrument, in form and substance satisfactory to the Company. The performance bond shall be in the amount of one hundred percent (100%) of the total actual costs including the Company construction overhead costs. The performance bond shall have as the surety thereon such surety company, acceptable to the Company, as is authorized to write bonds of such character and amount under the laws of the Commonwealth of Pennsylvania. The attorney-in-fact, or other officer who signs the bond for a surety company, must file with such bond a certified copy of their power of attorney authorizing them to do so. Subject to the approval of the Company, the land developer may elect to deliver to the Company a performance bond in compliance with all requirements herein and in a form acceptable to the Company, from the land developer's contractors as the principal with the land developer and the Company as obliges. The performance bond shall remain in force for a period of two (2) years, beginning on the date of transfer for the ownership of the facilities to the Company, as defined herein.
17. Once the Company is aware of a defect in the facilities, the land developer will be notified of the defect(s) within ten (10) business days. If the land developer fails to make or commence timely repairs or replacements of any defects in the facilities discovered or arising within the said two (2) year period, the land developer or his surety shall be liable to the Company for all costs arising there from. All documents referred to in or required by this paragraph, and the prior paragraph, shall be a form acceptable to the Company.

*SECTION I - Service Continuity*

1. Regularity of Service: The Company may, at any time, interrupt service in case of accident or for the purpose of making connections, alterations, repairs or changes, or for other reasons. The Company will, pursuant to Commission regulations at 52 Pa. Code § 67.1 and as circumstances permit, notify customers to be affected by service interruptions. The Company reserves the right to restrict the use of wastewater collection service whenever the public welfare may require it.
2. Liability for Damages:
  - a) Limitation of Damages for Service Interruptions—The Company's liability to a customer for any loss or damage from any excess or deficiency in the wastewater collection service due to any cause other than willful misconduct or negligence by the Company, its employees or agents shall be limited to an amount no more than the customer charge or minimum bill for the period in question. The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions in service, but cannot and does not guarantee that such will not occur.
  - b) Responsibility for Owner's and Customer's Facilities—The Company shall not be liable for any loss or damage caused by reason of any breaks, leaks, stoppages or other defects in a building service line, pipes, joints, fixtures or other installations except where the expense or damage is a result of the negligence or willful misconduct of the Company, its employees or agents.

*SECTION J- Waiver*

The Company may, at its sole discretion, waive any of the Rules contained herein that operate for the benefit of the Company; provided, that no such waiver will be valid unless in writing and signed by an authorized representative of the Company, and provided that no waiver will be allowed where the waiver would constitute a violation of the Public Utility Code, the regulations of the Commission or of any other applicable statute, law or regulation.

*SECTION K - Amendment of Commission Regulations*

Whenever Commission regulations in Title 52 of the Pennsylvania Code are duly amended in such a way as would produce a difference between Commission regulations and this tariff, this tariff is deemed to be amended so as to be consistent with the amendments to the regulations, except that if application of the amendment to Title 52 is discretionary, this tariff will remain unchanged.

*SECTION L - Industrial and Commercial Establishments Service Limitations*

The U.S. Environmental Protection Agency (EPA) Regional Administrator has not determined that the Company needs a Pretreatment Program meeting the criteria established in Title 40 Code of Federal Regulations (CFR) Part 403. Therefore, the Company's NPDES permit

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

currently does not required it to administer an approved Pretreatment Program to control the discharges from non-domestic sources. All industrial and commercial waste proposed for discharge into the Company's system shall be studied to determine the degree of pretreatment, if any, necessary in order that the waste will not adversely affect the collection system and/or the wastewater treatment facilities. The Company will have the authority to properly control any waste discharge into its system by regulating the rate of any waste discharge, by requiring necessary equalization and/or pretreatment, and by excluding certain waste, if necessary, to protect the integrity of the system.

1. Customer Limitations: No commercial or industrial waste, whether pretreated or not, may be discharged without prior written authorization from the Company. Customers specifically agree that service applies exclusively for domestic sanitary wastewater. If any customer discharges industrial or commercial waste that:
  - a) the existing wastewater treatment plant is unable to satisfactorily treat; or,
  - b) is not in compliance with discharge permit standards, disrupts the normal functioning of the existing wastewater treatment plant; or,
  - c) is more costly to treat than typical domestic sanitary wastewater; or,
  - d) requires the utilization of more wastewater treatment plant capacity per gallon of effluent than that required by average typical domestic sanitary wastewater, then;
  - e) the customer shall provide, at the customer's own expense, such primary treatment as may be necessary before such waste is discharged into the Company mains.
2. Company Limitations: The Company will not be liable nor bound to increase wastewater treatment plant capacity and/or operations to accommodate industrial or commercial waste.
3. Specific dangers: In general, any waste will be considered harmful to the Company wastewater system if it may cause any of the following damaging effects:
  - a) chemical reaction either directly or indirectly with the materials of construction of the system in such a manner as to impair the strength or durability of the structures;
  - b) mechanical action that will destroy the structures;
  - c) restriction of the hydraulic capacity of the structures or system;
  - d) restriction of the normal inspection or maintenance of the structures or system;
  - e) danger to public health and safety; or

- f) obnoxious condition contrary to public interest.

*SECTION M - Privilege to Investigate / Right of Access*

The Company's authorized representatives or agents of the Company shall have the right to access and/or enter at all reasonable hours, the customer's private property including the access to all parts of any premise connected to the system, for the purpose of examining and inspecting connections and fixtures, including the water and/or wastewater metering arrangement, or for disconnecting service for any proper cause. The inspections of premises will occur on a regular basis. The inspection of nonresidential customers may also occur at any hour the facility is in operation to aid in compliance monitoring.

*SECTION N - Rule Variance*

No employee of the Company can vary these Rules and Regulations, and no authorized representatives, agent or employee of the Company can bind it by any agreement or representation except when authorized in writing by the Company.

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made this 25<sup>th</sup> day of October, 2010, by and between DEER HAVEN, LLC, a New Jersey limited liability company (hereinafter "Deer Haven"), and HAVEN DEVELOPMENT COMPANY, LLC, a New Jersey limited liability company (hereinafter referred to as ("Haven Development"), collectively known as "Sellers"

And

POCONO LAKEFRONT, LLC, a Pennsylvania limited liability company, with a mailing address of 40 Warren Street, Paterson, NJ 07524, collectively referred to as ("Buyer"), and is based on the following considerations:

WHEREAS, Sellers are the owners of a certain property located in the Palmyra Township, Pike County, Pennsylvania, on both sides of PA Route 507 and bordering Lake Wallenpaupack, consisting of approximately 85 acres and comprising five (5) properties, more particularly identified by acreage, deed references and Pike County Tax Parcel numbers set forth on Exhibit "A" attached hereto and collectively referred to as the ("Property"); and

WHEREAS, Sellers desire to sell and Buyer desires to purchase the Property pursuant to the terms, provisions and conditions herein; and

WHEREAS, the Property is encumbered by several mortgages granted by the Sellers to the First National Community Bank of Dummore, PA (hereinafter the "Bank"), which mortgages also encumber two other properties owned by Deer Haven located in Palmyra Township, Pike County, PA, being: 1) a 44.84 acre parcel located on Shiny Mountain Road and identified by Pike Co. Tax Parcel No. 071.00-01-29 (hereinafter "Shiny Mtn. property"); 2) a 10.15 acre parcel located on PA Route 390 and identified by Pike Co. Tax Parcel No. 072.00-01-05 ("Rte. 390 property"); and

WHEREAS, Buyer has reached an agreement with the Bank for paying off the full obligation due by Sellers to Bank, in return for the Bank satisfying all mortgages, notes and guarantees given by Sellers -- Deer Haven and Haven Development -- as well as its members; and

WHEREAS, as a result of this transaction, Deer Haven shall retain ownership of the Shiny Mtn. and Rte. 390 properties, free of any mortgages; and

WHEREAS, Deer Haven, one of the Sellers, is the owner of both the sewer and water utilities companies that are located on the Property and whose service areas include the Property, hereinafter collectively referred to as the "Utilities"; and

WHEREAS, Sellers agree to grant Buyer an Option to Purchase the Utilities, as more particularly set forth herein, as well as to grant Buyer Reservations of Capacity from each of the Utilities to Buyer, as part of this transaction.

NOW THEREFORE, in consideration of the provisions set forth herein, the parties hereto each intending to be legally bound hereby, do covenant and agree as follows:

1. SALE

Sellers agree to sell and Buyer agrees to buy the Property subject to the terms of this Agreement.

2. PURCHASE PRICE

Buyer agrees to pay the sum of TWO MILLION, FIVE HUNDRED THOUSAND (\$2,500,000.00) Dollars, which represents the amount that the Bank has agreed to accept in order to satisfy the various mortgages Bank holds on the Property, payable as follows:

|                     |   |
|---------------------|---|
| \$ 100,000.00       | Initial Down Payment payable upon acceptance of this agreement by Sellers |
| <u>2,400,000.00</u> | Due at Settlement   |
| \$ 2,500,000.00     | Total   |

3. CONTINGENCIES

3.1 Buyer's obligation shall be contingent upon title to the premises and all property to be conveyed shall be free and clear of all liens and encumbrances at closing, except for rights of others to the use of public or private roads, public utilities of record or whose easements are obvious on an inspection of the premises ("Permitted Exceptions") and the title to the real estate shall be such as is insurable by a reputable title insurance company licensed to do business in the Commonwealth of Pennsylvania, ("Title Company") at regular rates and without non-standard exceptions. Should defects in the title make the title unmarketable, Sellers shall not be liable for failure to convey title as hereby agreed, but Buyer shall have the right to accept such title as the Sellers are able to convey without reduction in the price, or to terminate this Agreement by written notice and receive back all monies previously paid to Escrow Agent.

3.2 This Agreement is contingent upon Buyer entering into an agreement with Lake View Land & Cattle, Inc., the owner of a 15.76 acre parcel which adjoins the Property and is identified by Pike Co. Tax Parcel No. 070.04-01-35, hereinafter known as the "Park Property". In the event that Buyer fails to make an agreement for the Park Property by Closing, Buyer shall have the right to terminate this Agreement by giving written notice to Sellers and shall receive back all monies paid to Escrow Agent.

3.3 Sellers represent that the Board of Supervisors for Palmyra Township, Pike County, PA (the "Township") granted them Conditional Use Zoning approval for the development of the Property, together with the Park Property identified in 3.3 above, for up to 325 multi-family dwelling units. That approval was granted in 2006 and is still in effect and the Township has acknowledged that it shall remain in effect through at least December 31, 2011. This Agreement is contingent upon Sellers delivering confirmation of same from the Township. In the event that

Sellers cannot provide Buyer with the confirmation on the Zoning approval by the time of Closing, then Buyer shall have the right to terminate this Agreement by written notice and receive back all monies previously paid to Escrow Agent.

#### 4. SETTLEMENT

4.1 The Closing will be held on or before November 5, 2010, at the offices of Buyer's attorney, R. Anthony Waldron, in Hawley, PA.

4.2 A special warranty deed shall be prepared at the cost of the Sellers and recorded at the cost of the Buyer. The parties shall each pay one-half the applicable PA Realty Transfer Tax. Seller represents that the Property taxes for the Property have been paid through the 2009 County & Township tax bills, but that no payment has been made on the 2009-2010 School taxes, which is currently \$14,585.53 and Sellers shall be responsible for paying same at closing. The current taxes will be prorated as of the date of closing and Sellers shall be responsible for paying their prorated share of the 2010 Co. & Twp. taxes and the 2010 - 2011 School taxes. Buyer shall advance Sellers share of the PA Realty Transfer Tax and those portions of the property taxes that are Sellers responsibility, provided the Seller, Deer Haven, grants a mortgage to Buyer at Closing against the Rte. 390 Property, requiring the amount advanced to be paid in full, together with interest at five (5%) percent per annum, upon the sale of the Route 390 property.

4.3 Certificates as to resolutions of the respective Sellers authorizing the sale of the Property, executed by the Secretary of each of the Sellers and providing that all members of both Deer Haven and Haven Development were notified of the meetings approving this transaction, that a quorum of the members interest was present at each meeting, and that the approvals of this transaction are in accordance with the respective Operating Agreements for both LLCs. Copies of these approved Resolutions, together with proofs of notice to the members, minutes of each meeting and the Operating Agreements for both Deer Haven and Haven Development must be delivered to Buyer's attorney on or before October 27, 2010.

4.4 Satisfaction of the mortgage, or Release of the Property from the mortgages, granted by Deer Haven to Pitcairn Properties, Inc., dated March 11, 2009 and recorded in Pike County Record Book 2304 at page 1613, as well as the mortgage granted by Haven Development to Pitcairn Properties, Inc., dated March 4, 2009 and recorded in Pike County Record Book 2304 at page 1600, said mortgage satisfactions or releases to be delivered at, or prior to, Closing.

4.5 The Seller, Deer Haven, in consideration of the terms of this Agreement, shall also deliver to Buyer at closing a grant of Reservation of Capacity for at least 65,000 g.p.d. for the Sewer Utility and a Reservation of Capacity from the Water Utility to accommodate at least Three Hundred Twenty-Five (325) dwelling units. Deer Haven shall also give the Buyer an Option to acquire the Utilities within two (2) years of the date of Closing, the consideration for which shall be one (\$1.00) plus the value of the consideration received as part of this Agreement. Buyer's purchase of said Utilities shall be subject to approval by the PA Public Utility Commission (the "PUC") and the Seller, Deer Haven, shall fully cooperate and assist Buyer in applying for and obtaining the PUC approvals.

4.6 The Seller, Haven Development, will assign to Buyer at Closing its rights, as Landlord, in a lease agreement entitled "Agreement of Lease Between Haven Development Company, LLC, as Landlord and Pine Crest Marina, Inc. as Tenant" dated December 14, 2008 (hereinafter the "Boat Slips Lease"), a copy of which accompanies this Agreement and is marked Exhibit "B". The Boat Slips Lease provides for the lease of the Lakefront shoreline, being a one (1') foot strip which runs along the 10 acre shoreline parcel (Tax Parcel No. 070.04-01-03), by Tenant for the purpose of installation and operation of boat slips, pursuant to a License Agreement with the shoreline owner, PPL. The Boat Slips Lease also provides for Buyer, as assignee Landlord, to have the exclusive right to the use of four hundred (400) boat slips owned by Pine Crest Marina, Inc., to be assigned individually to purchasers of dwellings that are developed on the Property, but with no financial obligation to pay for said boat slips until they are assigned to a Unit Owner.

4.7 Any and all other documents, instruments, and agreements necessary or appropriate in the reasonable opinion of Buyer's attorney to transfer and convey the Property to Buyer in accordance with this Agreement and as may be required by the Title Company.

4.8 Exclusive possession of the Property shall be delivered to Buyer immediately upon completion of the closing.

#### 5. REPRESENTATIONS AND WARRANTIES OF SELLERS.

Sellers hereby represent and warrant as of the date of execution of this Agreement the following to Buyer:

5.1 Sellers possess all requisite power and authority to enter into and perform this Agreement and to carry out the transactions contemplated herein.

5.2 No suit, action, arbitration, or legal, administrative, or other proceedings is pending or has been threatened against the Property or against the Sellers with respect to the Property.

5.3 No bankruptcy, insolvency, rearrangement, or similar action or proceedings, whether voluntary or involuntary, is pending or threatened against Sellers, or any shareholder of Sellers, and Sellers have no intention of filing or commencing any such action or proceeding.

5.4 To the best of Sellers' knowledge, there are no underground storage tanks on the Property and, to the best of Sellers' knowledge, during Sellers' ownership of the Property from 2005 to the present, there has been no storage or dumping of industrial, chemical, or toxic waste or materials of any kind or description on the Property.

5.5 There are no outstanding violations with respect to the Property, nor have any notices of any uncorrected violations of any laws, statutes, ordinances, rules or regulations been received, and any such notices hereafter issued prior to Closing shall be satisfied prior to Closing by Sellers at Sellers' sole cost and expense.

5.6 There are no existing or pending contracts of sale, leases (except for the Boat Slips Lease identified in Section 4.6 above), options to purchase or rights of first refusal (or the like) with respect to the Property.

5.7 There are no pending or, to the best of Sellers' knowledge, contemplated eminent domain or condemnation proceedings affecting or which may affect any portion of the Property.

5.8 The execution and delivery of this Agreement and the consummation of the transactions will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement, indenture, or other instrument to which Sellers are a party or by which it or the Property is bound, any judgment, decree, order, or award of any court, governmental body or arbiter, or any law, rule or regulation applicable to Sellers.

5.9 Sellers represent and warrant to Buyer that as of the date of this Agreement and as of the Closing Date, Sellers have no knowledge or notice of any work being done or about to be done, or of any assessment, violation or other notice issued or about to be issued by and federal, state, municipal or public body or authority, relating to, or with respect to or otherwise affecting the Property or abutting streets. Sellers agree to pay for all work done or ordered to be done by or required in order to comply with the requirements of any federal, state, municipal or public body or authority prior to the Closing Date, of which Sellers then have notice, whether or not presently assessed or ordered to be done, on or with respect to or otherwise affecting with any existing assessment, violations or similar notice; provided, however, that this will not apply to the violations referred to in Paragraph 5.5 hereinabove. Sellers represent and warrant to Buyer that as of the date of this Agreement, and as of the Closing Date, all installed public improvements (including, but not limited to, cartways, curbs, water, storm and sanitary sewer, gas and electric lines and pipes) abutting, serving or affecting the Property have been paid for. In consideration of such representations, warranties and agreements of Sellers, Buyer agrees to comply at Buyer's expense with all assessments, violations and other notice requiring work on or with respect to or otherwise affecting the Property or abutting streets issued on or after the Closing Date, in the event Closing is made or required in accordance with this Agreement.

## 6. ENVIRONMENTAL REPRESENTATIONS AND INDEMNITY.

6.1 Sellers hereby represent and warrant the following:

(a) Sellers represent that they had a Phase I Environmental Assessment ("EA") done of the Property showing that no hazardous waste or substances were found on the Property and this Agreement is contingent upon Sellers delivering that EA Report to Buyer's attorney prior to Closing for confirmation of this representation.

(b) During Sellers' ownership of the Property, there has been no discharge, spillage, controlled loss, seepage or filtration (a "Spill") of oil, petroleum or chemical liquids or solids, liquid or gaseous products or any hazardous waste or hazardous substance, as those terms are used in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, ("CERCLA") or in any other federal, state or local law, order or regulation governing hazardous substances, as such laws, orders or regulations may be amended from time to time (collectively, the "Hazardous Waste Laws") at, upon, under or within the Property.

(c) Sellers have not caused nor to their knowledge permitted to occur, and shall not permit to exist, any conditions on the Property which may cause a Spill at, upon, under or within the Property or on any contiguous real estate.

(d) Sellers have not been in operations at or adjacent to the Property, which operations could lead to (i) the imposition of liability on Sellers, Buyer or any other subsequent or former owner of the Property under the Hazardous Waste Laws or any other similar laws or regulations, or (ii) the creation of a lien on the Property under the Hazardous Waste Laws or under any similar laws or regulations.

(e) Sellers will not knowingly permit any person or entity to engage in any activity on the Property that could lead to the imposition of liability under the Hazardous Waste Laws on any such person or entity, or on Sellers or Buyer.

6.2 Sellers hereby indemnify and hold Buyer, its successors and assigns, harmless from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses of every kind and nature whatsoever, including, without limitation, reasonable attorneys' fees, which arise as a result of a breach of any of the representations and warranties set forth in this Section 6. This indemnity shall survive Closing.

## 7. ADDITIONAL COVENANTS OF SELLERS.

In addition to all other covenants of the Sellers, Sellers hereby covenant and agree with Buyer as follows:

7.1 Sellers shall not, without the prior written approval of Buyer, (a) make or permit to be made any material changes or alterations to any part of the Property; (b) enter into any agreement affecting any part of the Property; (c) permit any liens, mortgages, deeds of trust, or other encumbrances not currently of record to be placed against, or to affect any part of the Property or title to the Property.

7.2 Sellers shall promptly notify Buyer of any material changes that occur with respect to any of the matters set forth in Sellers' representations and warranties contained in Paragraph 6 hereinabove.

## 8. CONDITIONS PRECEDENT TO SELLERS' AND BUYER' OBLIGATIONS.

8.1 In addition to all other conditions contained elsewhere herein, the obligations of Buyer to purchase the Property are subject to the following subparagraphs:

(a) Sellers are able to deliver title to the Property in the condition required by Paragraph 3.1; provided that Buyer shall deliver a Title Report (or summary thereof) to Seller not less than five (5) days prior to closing. A final examination of title to the Property at Closing shall evidence no title exceptions other than Permitted Exceptions set forth in Paragraph 3.1;

(b) From the date of this Agreement until the Closing, there shall have not occurred any material change in the physical condition of the Property to which Buyer have not consented;

(c) Sellers shall have performed and observed all covenants required under this Agreement;

(d) The representations and warranties made by Sellers in Paragraphs 5 and 6 shall be true and correct on the date of closing, and Sellers shall not have misrepresented any fact or circumstance or be aware of any facts or circumstances inconsistent with any such representations and warranties;

(e) No governmental agency shall have initiated or have threatened to initiate any action against any part of the Property, except as the Sellers shall have disclosed; and

8.2 Any of the conditions to the obligations of Sellers and Buyer set forth herein may be waived; provided that the waiver of any conditions shall be in writing and agreed to by Buyer.

8.3 In the event that any of the conditions precedent to Buyer's obligations set forth in this Agreement are not satisfied, Buyer shall have the right, in its sole discretion, (i) to extend the Closing for such time as is necessary to satisfy the conditions, or (ii) to terminate this Agreement by written notice to Sellers and receive a return of the Deposit.

## 9. REMEDIES

In the event that Sellers fail to carry out the terms of this Agreement, Buyer shall have the power, exercisable by the giving by Buyer written notice to the escrow agent and to Seller, to cancel the settlement, terminating this Agreement and recover any amounts paid by Buyer to Sellers or to the Escrow Agent on account of the purchase price of the Property. The exercise of such power by Buyer shall not, however, constitute a waiver by Buyer of any other rights he may have against Sellers for breach of this Agreement, including enforcing specific performance of this Agreement.

## 10. RISK OF LOSS

All risk of damage or destruction to the real property is assumed by the Sellers until the closing. In the event that prior to closing, the property is substantially damaged, the Buyer shall have the right to demand and receive a return of their deposit without interest. If the premises are damaged to such an extent that the Buyer cannot use the property for the intended purpose, and the Sellers cannot or will not repair the property in an expeditious manner, then this agreement shall be null and void and the Buyer shall have the right to demand and receive a refund of his deposit, without interest, In the event that the premises are substantially damaged by flood or similar disaster prior to closing, the Buyer shall have the option to cancel this agreement and receive a refund of the Deposit, without interest.

## 11. BROKERAGE COMMISSION

The Parties represent that this Agreement was brought about by Sellers and Buyer each acting as principals and that no broker or agent induced this agreement or was in any way instrumental in its negotiation. The parties represent and warrant to each other that to the extent that either has dealt with or engaged any other broker, finder or other person in connection with the transaction contemplated herein, that such party solely is obligated for any and all commissions claimed by such person, and that such party agrees to indemnify and hold the other harmless and defend on account of any loss, damage, liability or expense, including reasonable attorneys' fees, incurred by reason of a demand for payment by such broker, finder or other person.

## 12. ESCROW AGENT

Deposit monies shall be held in escrow by R. Anthony Waldron, who shall retain the same in escrow as the Escrow Agent until the consummation or termination of this Agreement.

## 13. MISCELLANEOUS

13.1 It is understood that this Agreement contains the entire Agreement between the Sellers and Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, or otherwise, concerning this sale. This Agreement shall not be altered, amended or modified except in writing by all parties hereto.

13.2 This agreement shall be binding on the parties hereto, their heirs, executors, administrators and assigns and it is agreed that neither the Buyer nor Sellers may assign their rights under this agreement without the prior written consent of the other party.

13.3 It is expressly agreed that this agreement shall not be entered of record in any public office.

13.4 In all references to parties, persons or entities or corporations, the use of any particular gender, or the plural or singular number is intended to include the appropriate gender or number as the case may be.

13.5 The individuals executing this agreement represent that they have full authority and/or have been duly authorized by the respective parties to do so on behalf of such parties.

13.6 Any paragraph headings or captions contained in this agreement shall be for convenience of reference only and shall not affect the construction or interpretation of any provisions of this Agreement.

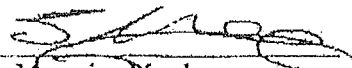
13.7 This Agreement may be signed in counterparts. When all signatures are attached (whether by original or faxed/emailed copy) this document shall constitute a fully executed Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.


SELLERS:  
DEER HAVEN, LLC

By:   
Managing Member

HAVEN DEVELOPMENT, LLC

By:   
Managing Member

BUYER:  
POCONO LAKEFRONT, LLC

By:   
Manager

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

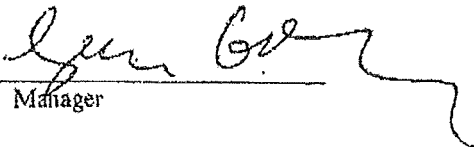
SELLERS:  
DEER HAVEN, LLC

By: \_\_\_\_\_  
Managing Member

HAVEN DEVELOPMENT, LLC

By: \_\_\_\_\_  
Managing Member

BUYER:  
POCONO LAKEFRONT, LLC

By:  \_\_\_\_\_  
Manager

Deer Haven, LLC and Haven Development Company, LLC, Sellers  
to Pocono Lakefront, LLC, Buyer

Dated 10-25-2010

Exhibit "A"

| Map No.          | Control No.     | Acreage*: |
|------------------|-----------------|-----------|
| 070.04-01-01     | 010195          | 0.08      |
| 070.04-01-03     | 009591          | 10.54     |
| 070.04-01-46     | 012665          | 6.06      |
| 070.04-01-55     | 009599          | 64.10     |
| 070.04-01-03.001 | 110465          | 2.81      |
|                  | Total Acreage*: | 83.59     |

\* based on Pike County Tax Assessments

ADDENDUM TO PURCHASE AND SALE AGREEMENT

THIS ADDENDUM is made this 4/4/11 day of November, 2010 by and between DEER HAVEN, LLC, a New Jersey limited liability company (hereinafter "Deer Haven"), and HAVEN DEVELOPMENT COMPANY, LLC, a New Jersey limited liability company (hereinafter referred to as ("Haven Development")), collectively known as "Sellers"

And

POCONO LAKEFRONT, LLC, a Pennsylvania limited liability company, with a mailing address of 40 Warren Street, Paterson, NJ 07524, referred to as ("Buyer"), as an Addendum to the Purchase and Sale Agreement between these parties dated October 27, 2010, (the "Agreement") for certain real property located in the Palmyra Township, Pike County, Pennsylvania, on both sides of PA Route 507 and bordering Lake Wallenpaupack, consisting of approximately 85 acres and comprising five (5) properties, more particularly identified by acreage, deed references and Pike County Tax Parcel numbers set forth on Exhibit "A" attached hereto and collectively referred to as the ("Property").

WITNESSETH:


1. Buyer represents that its members consist of Palmyra Lakefront, LLC, and Poconos Lakeside, LLP and that no persons owning either Deer Haven or Haven Development, including Sam Shahar and Salah Mekkawy, have any ownership in either the Buyer, Pocono Lakefront, LLC or its members, Palmyra Lakefront, LLC and Poconos Lakeside, LLP, nor is there any agreement or representation made by the Buyer or its members that any owner of Deer Haven or Haven Development shall have any right to become an owner of any of Buyer's entities.
2. The Sellers represent that they have disclosed to Buyer that Sellers have been named in a lawsuit filed in 2009 in the Superior Court of New Jersey, Law Division, Essex County, Docket No. L 3682 -- 09 (hereinafter referred to as the New Jersey Action) by three of the minority owners of Deer Haven, LLC, namely: Joseph Baratta, Elysse Kremins and Burton Schlecker, who are seeking to recover their investment in Deer Haven, which is also the sole owner of Haven Development. Sellers represent that they have provided to Buyer's attorney a copy of the Amended Complaint filed in said action for review. Sellers also represent that no action has been filed with respect to the Property being sold pursuant to this Agreement in Pike County, PA Court or in any Federal Court by the above-named minority members, nor by any other members of Deer Haven or Haven Development. Sellers further represent that a Notice of Members Meeting for Deer Haven, LLC was served on all members, including Baratta, Kremins and Schlecker, by certified mail prior to the meeting held on October 19, 2010. Sellers have also provided Buyer's attorney with copies of the certified mail proof of delivery for Baratta, Kremins and Schlecker, as well as the minutes of the October 19, 2010 members meeting which state that these notices were given to all members, and four (4) members, representing 86% of the membership interests attended and voted to approve the Agreement. As further consideration for the Agreement, Sellers hereby agree to indemnify Buyer and hold it harmless from any claims, causes of action, both at law and in equity, or judgments, together

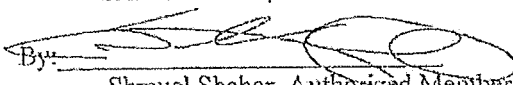
with the costs of defending any such claims, causes of action and judgments, including reasonable attorney fees, which may arise by reason of the New Jersey Action.

In all other respects, the Agreement between the parties remains in full force and effect.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and date first above written.

SELLERS:  
DEER HAVEN, LLC

By:   
Shmuel Shahar, Authorized Member

By:   
Shmuel Shahar, Authorized Member

BUYER:  
POCONO LAKEFRONT LLC

By:   
PALMYRA LAKEFRONT, LLC, Member  
Jacob Goren, Member of Palmyra Lakefront, LLC



New Jersey Judiciary  
**Reporters/Transcribers Transcript Transmittal**

Instructions: Forward original to the requesting party with completed original transcript.

|   |                                     |
|---|-------------------------------------|
| Send copies to:                         | Check if sent:                      |
| 1) Transcript Office                    | <input type="checkbox"/>            |
| 2) Attorneys and / or Pro Se (if known) | <input checked="" type="checkbox"/> |
| 3) Other _____                          | <input type="checkbox"/>            |

Requestor's Name/Address  
**To:** Nicholas Sekas, Esq.  
 530 Sylvan Avenue, Suite 201, Englewood Cliffs, NJ

|                       |              |  |
|-----------------------|--------------|--|
| Case Name (Plaintiff) | (Defendant)  | <input type="checkbox"/> Appeal                |
| Salah Mekkawy         | v. Sam Shahr | <input checked="" type="checkbox"/> Non-Appeal |

|  |                    |                  |
|--|--------------------|------------------|
| Lower Court Docket Type  | Lower Court Number | Trans. Req. Date |
| <input type="checkbox"/> Indictment <input type="checkbox"/> Accusation <input type="checkbox"/> Complaint | MRS-C-135-21       | 01/12/2024       |

|               |        |  |                          |
|---------------|--------|--|--------------------------|
| Docket Number | County | Court  | Trans. Req. Receipt Date |
| A-            | Morris | <input checked="" type="checkbox"/> Superior/DeAngelis | 01/12/2024               |

**Transcripts Filed Herewith**

|    | Dates   | No. of Copies | Total pages per transcript | Proceeding Type |
|----|---------|---------------|----------------------------|-----------------|
| 1  | 1/11/24 | 1             | 14                         | Settlement      |
| 2  |         |               |                            |                 |
| 3  |         |               |                            |                 |
| 4  |         |               |                            |                 |
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Appellant is responsible for filing copies pursuant to Court Rule 2:6-12(a)(d)     Yes     No

|                                      |  |                  |
|--------------------------------------|--|------------------|
| From: (check one)                    | Reporter/Transcriber Name (Print/Type) (Name of Agency, if applicable) | Transmittal Date |
| <input type="checkbox"/> Reporter    | /S/ Patricia Niemiec   | 01/19/2024       |
| <input type="checkbox"/> Transcriber | Reporter/Transcriber (signature)                                       |                  |

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION - MORRIS COUNTY  
DOCKET NO. MRS-C-135-21  
APP. DIV. NO.

SALAH MEKKAWY :  
 :  
 Plaintiff : STENOGRAPHIC TRANSCRIPT  
 :  
 -vs- : OF  
 :  
 SAM SHAHAR, JACOB GOREN, : SETTLEMENT  
 and POCONO LAKEFRONT, :  
 L.L.C. :  
 :  
 Defendants :

PLACE: MORRIS COUNTY COURTHOUSE  
WASHINGTON AND COURT STREETS  
MORRISTOWN, NEW JERSEY 07963

DATE: JANUARY 11, 2024

BEFORE:

HONORABLE FRANK J. DeANGELIS, J.S.C.

TRANSCRIPT ORDERED BY:

NICHOLAS G. SEKAS, ESQUIRE  
(Sekas Law Group, LLC)

APPEARANCES:

JONATHAN CLEMENTE, ESQUIRE  
(Clemente Mueller, P.C.)  
Attorneys for Salah Mekkawy

H. JONATHAN RUBENSTEIN, ESQUIRE  
(The Feinsilver Law Group, P.C.)  
Attorneys for Sam Shahar

NICHOLAS G. SEKAS, ESQUIRE  
(Sekas Law Group, LLC)  
Attorneys for Pocono Lakefront and Mr. Goren

PATRICIA A. NIEMIEC, C.C.R.  
OFFICIAL COURT REPORTER  
MORRIS COUNTY COURTHOUSE  
WASHINGTON AND COURT STREETS  
MORRISTOWN, NEW JERSEY 07963  
LICENSE NUMBER 30X100099300

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I N D E X

| <u>WITNESSES</u> | <u>SWORN</u> | <u>VOIR DIRE</u> |
|------------------|--------------|------------------|
| SALAH MEKKAWY    | 3            | 10               |
| SAM SHAHAR       | 3            | 11               |
| JACOB GOREN      | 3            | 12               |

1 THE COURT: Okay. If we could have all your  
2 clients step up to counsel table as well. Just until  
3 we get everything on the record and then everyone can  
4 go back to where you were.

5 All right. So we're on the record, docket  
6 number MRS-C-135-21, Salah Mekkawy versus Sam Shahar.  
7 Can I get appearances by counsel, please?

8 MR. CLEMENTE: Jonathan Clemente, Clemente  
9 Mueller, on behalf of the plaintiff.

10 MR. RUBENSTEIN: Jonathan Rubenstein from  
11 the Feinsilver Law Group, for the defendant Sam Shahar.

12 MR. SEKAS: Nicholas G. Sekas appearing on  
13 behalf of Pocono Development and Jacob Goren,  
14 third-party -- or defendants, amended -- only as to the  
15 fifth count.

16 THE COURT: Okay. I'm going to swear in all  
17 the parties as well. If you could all raise your right  
18 hand.

19 S A L A H M E K K A W Y, SWORN.

20 S A M S H A H A R, SWORN.

21 J A C O B G O R E N, SWORN.

22 THE COURT: Can you state your name for the  
23 record, spelling your last?

24 MR. MEKKAWY: My name is Salah Mekkawy,  
25 M-E-K-K-A-W-Y.

1 THE COURT: All right, thank you.

2 MR. SHAHAR: Sam Shahar, S-H-A-H-A-R.

3 THE COURT: All right. Thank you, sir.

4 Can you state your name and spell your last  
5 name for the record?

6 MR. GOREN: Jacob Goren, G-O-R-E-N.

7 THE COURT: All right. Thank you very much.

8 So we're here today to conduct a settlement  
9 conference, and I explained to your attorneys that I'd  
10 be willing to do that as long as you all agree to move  
11 forward with the understanding that this will be done  
12 on a without prejudice basis. Meaning that any  
13 recommendations that I make today on settlement are  
14 based solely on the information provided to me here,  
15 and if this matter has to go to trial, then any  
16 decision I make at trial, because I'm the factfinder,  
17 will be based on the evidence that's presented at  
18 trial, nothing that goes on today.

19 Does everyone agree to that?

20 Okay. Very good.

21 All right. And just I want to make sure  
22 everyone understands, if we don't settle the case, I  
23 don't take it personally. It doesn't mean that when we  
24 try this case, if it has to be tried later, that  
25 there's something negative to be held against you.

1 This is just an opportunity to get everyone in the room  
2 and try to get this matter resolved so that everyone  
3 can move forward.

4 All right. Everyone understands?

5 MR. CLEMENTE: Understood.

6 MR. RUBENSTEIN: Understood, your Honor.

7 THE COURT: Excellent.

8 Okay. All right, Patti, we're going to go  
9 off the record. I'm going to begin the settlement  
10 conference and if we need you, we'll reach out to you.

11 (Recess.)

12 THE COURT: Can we get counsel's  
13 appearances, please?

14 MR. CLEMENTE: Jonathan Clemente, Clemente  
15 Mueller, P.A., for plaintiff Salah Mekkawy.

16 MR. RUBINSTEIN: H. Jonathan Rubenstein of  
17 the Feinsilver Law Group, P.C., for defendant Sam  
18 Shahar.

19 MR. SEKAS: Nicholas G. Sekas appearing on  
20 behalf of defendant Pocono Development and Mr. Jacob  
21 Goren individually.

22 THE COURT: So we've been -- spent the last  
23 couple of hours trying to get this matter settled and I  
24 understand we have a settlement.

25 Mr. Clemente, you're going to put the terms

1 on the record and then we'll see if everyone agrees.

2 MR. CLEMENTE: I'm going to do that, your  
3 Honor.

4 There is currently a proposed penalty with  
5 the Pennsylvania Regulators of approximately \$75,000.  
6 We intend to negotiate that, and the amount of the  
7 ultimate fine will be funded by Mr. Mekkawy. We will  
8 ensure that the charter of Deer Haven and Haven  
9 Development, if necessary, would be reinstated with the  
10 State of New Jersey and the Pennsylvania Regulators.

11 We will cooperate in all respects with  
12 Pocono Lakefront and Mr. Goren in connection with the  
13 preparation of plans and approvals in connection with  
14 the decommissioning of the existing sewer treatment  
15 plant. Pocono Lakefront and Mr. Goren will be  
16 responsible for paying the entire cost of those  
17 consulting fees and the actual decommissioning itself.

18 Deer Haven, through the efforts of Mr.  
19 Shahar, will continue to operate the existing sewage  
20 treatment plant until it can be shut down and the new  
21 plant turned on. We will be able to collect the  
22 subscription fees and we will utilize them to partially  
23 fund that. To the extent that there's a shortfall, my  
24 client, Mr. Mekkawy, will fund that shortfall.

25 Mr. Shahar will provide a monthly accounting

1 of all fees and costs in connection with operating the  
2 sewage treatment plant. My client has already  
3 authorized and has agreed to pay for the piece of  
4 equipment that is necessary to get the old sewer plant  
5 operating again.

6 To compensate Mr. Mekkawy for both fronting  
7 the fines and for subsidizing the sewage treatment  
8 plant, and for previous amounts paid to the DEP and the  
9 PUC, all of the proceeds from the sale of the two lots  
10 that are still in the name of Deer Haven will be paid  
11 to Mr. Mekkawy. And, in connection with those two  
12 lots, Pocono Lakefront and Mr. Goren have agreed that  
13 those lots will have no sewer connection fee assessed  
14 to them. And based on the representations of Mr.  
15 Shahar, once the new plant is turned on, it will  
16 connect up and those lots will be able to be marketed  
17 and sold with a free sewer connection fee.

18 This case and all of the claims and  
19 counterclaims --

20 MR. SEKAS: No, the hundred thousand  
21 dollars.

22 MR. CLEMENTE: I'm sorry.

23 Separate and apart from this lawsuit and the  
24 claims among the parties, Mr. Mekkawy's wife Claire --  
25 spell that for the record.

1 MR. MEKKAWY: C-L-A-I-R-E.

2 MR. CLEMENTE: Has agreed that the two lots  
3 owned by her contiguous to Mr. Goren and Pocono  
4 Lakefront's property will be conveyed for \$100,000.

5 MR. GOREN: No, no, no. I apologize for me.  
6 The two lots on the top of the hill which belong to New  
7 Haven.

8 MR. CLEMENTE: No, the lots, they're clear,  
9 we already dealt with them.

10 MR. GOREN: So there is one lot now which is  
11 1.85 acres by Route 509, for which one I will pay  
12 \$100,000.

13 MR. CLEMENTE: That will be conveyed by  
14 Claire Mekkawy to Mr. Goren or Pocono Lakefront as he  
15 chooses, and those proceeds will belong exclusively to  
16 Claire.

17 And all claims, counterclaims, cross-claims,  
18 of any sort in connection with this matter, will be  
19 dismissed with prejudice and without costs. And this  
20 also, by the way, resolves the Order to Show Cause  
21 currently returnable before your Honor on the 18th of  
22 this month.

23 Did I miss anything, gentlemen?

24 MR. SHAHAR: Yes. How the lot that belongs  
25 to Mrs. Claire Mekkawy, how is that to do with what we

1 have here?

2 MR. CLEMENTE: It has nothing to do with it  
3 other than we have her agreement that if Mr. Goren  
4 wants to purchase it, she will sell it to him.

5 MR. SHAHAR: Because how can she sell it  
6 when at this moment the lot is under the lawsuit, the  
7 second lawsuit that I have --

8 MR. MEKKAWY: No, no, it has nothing to do.  
9 She owns it outright. What are you talking about?

10 MR. SEKAS: Off the record for a second.

11 THE COURT: We could we go off.

12 (An off-the-record discussion takes place.)

13 THE COURT: Let's go back on the record.

14 MR. CLEMENTE: Okay. So while we were off  
15 the record --

16 THE COURT: Is there a specific lot number  
17 that we're talking about as far as the transfer of the  
18 property so it's clear on the record?

19 MR. SEKAS: Yes, I have the agreement right  
20 here. I believe so, Judge. It was an exhibit to  
21 your -- I don't have the exhibit. I don't believe I  
22 have the exhibit.

23 Yes, I do. Here. Is this it?

24 MR. CLEMENTE: My office prepared this.

25 THE COURT: Is the address correct, sir?

1 MR. CLEMENTE: I believe that the address,  
2 your Honor, is tax parcel information, parcel  
3 B1R/map#070.04-01-31, and parcel B3/map#070.04-01-  
4 31.0001.

5 THE COURT: Okay. Those are the two  
6 properties that are owned by your wife, sir?

7 MR. MEKKAWY: Yes, sir.

8 MR. CLEMENTE: Those are the two parcels  
9 owned by Claire Mekkwaw.

10 MR. SEKAS: Hold on one second. It's the  
11 real property located on the street of Route 507.

12 THE COURT: Let's go off the record, please.

13 (An off-record discussion takes place.)

14 THE COURT: All right. Let's go back on.

15 All right. Mr. Rubenstein, that's your  
16 understanding of the settlement?

17 MR. RUBINSTEIN: Yes, your Honor.

18 THE COURT: Okay. And, Mr. Sekas, is that  
19 your understanding as well?

20 MR. SEKAS: Yes, your Honor.

21 THE COURT: All right. So let me just go  
22 through this with the parties.

23 VOIR DIRE EXAMINATION OF SALAH MEKKAWY BY THE COURT:

24 Q Mr. Mekkwaw, did you hear the terms of the  
25 settlement that were placed on the record?

1 A Yes, I did.

2 Q And you understand the terms of the  
3 settlement?

4 A I do.

5 Q And you're agreeing to the terms of the  
6 settlement?

7 A Yes, your Honor.

8 Q And you're entering into this settlement  
9 voluntarily?

10 A Yes, your Honor.

11 Q And you've had the opportunity to discuss  
12 the settlement with your attorney?

13 A Yes, your Honor.

14 Q And you're satisfied with the services  
15 provided by your attorney?

16 A I am.

17 THE COURT: Okay, thank you.

18 Mr. Shahar?

19 MR. SHAHAR: Yes, your Honor.

20 VOIR DIRE EXAMINATION OF SAM SHAHAR BY THE COURT:

21 Q Okay. Did you hear the settlement that was  
22 placed on the record?

23 A Yes, your Honor.

24 Are you agreeing to the settlement?

25 A Yes.

1 Q And you're entering into the agreement  
2 voluntarily?

3 A Yes, your Honor.

4 Q And you understand the terms of the  
5 settlement?

6 A Yes, your Honor.

7 Q You've had an opportunity to discuss the  
8 settlement with your attorney?

9 A Yes, I did.

10 Q And are you satisfied with the services  
11 provided by your attorney?

12 A Yes.

13 Q All right. Thank you, sir.

14 THE COURT: Mr. Goren.

15 VOIR DIRE EXAMINATION OF JACOB GOREN BY THE COURT:

16 Q You heard the terms of the settlement that  
17 were placed on the record?

18 A Yes, I do.

19 Q And you understand the terms of the  
20 settlement?

21 A Yes, I do.

22 Q And you're agreeing to the terms of the  
23 settlement?

24 A Yes, I do.

25 Q And you're voluntarily entering into the

1 settlement?

2 A Yes, I do.

3 Q And you've had the opportunity to discuss  
4 the settlement with your attorney?

5 A Yes, I did.

6 Q All right. And you're satisfied with the  
7 services provided by your attorney? You're satisfied  
8 with the services provided by your attorney?

9 A Eh. Yes.

10 THE COURT: All right. Thank you, sir.

11 Thank you, everybody.

12 So I do find that the parties have entered  
13 into a binding settlement, that they've entered into  
14 voluntarily, that all the material terms of the  
15 settlement have been placed on the record, and that the  
16 settlement is enforceable based on the terms that were  
17 placed on the record today. And of course you can  
18 always order the transcript if they're --

19 MR. CLEMENTE: Please e-mail a copy of the  
20 transcript.

21 MR. SEKAS: And I'll pay for a copy.

22 THE COURT: The terms of the settlement that  
23 were placed on the record today. And I want to thank  
24 counsel for helping get the matter resolved and the  
25 parties as well. I know it's difficult, but I

1 appreciate everyone working hard to get this case  
2 resolved.

3 We will take care of -- we're also going to  
4 mark the case settled, but the Court will retain  
5 jurisdiction over the settlement. All right?

6 MR. SEKAS: Thank you for your help, your  
7 Honor.

8 MR. MEKKAWY: Thank you, your Honor.

9 MR. CLEMENTE: Thank you, your Honor.

10 MR. GOREN: Thank you, Judge.

11 (Proceedings adjourned.)  
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CERTIFICATION

I, PATRICIA A. NIEMIEC, C.C.R., License  
Number 30X100099300, an Official Court Reporter in and  
for the State of New Jersey, do hereby certify the  
foregoing to be prepared in full compliance with the  
current Transcript Format for Judicial Proceedings and  
is a true and accurate compressed transcript to the  
best of my knowledge and ability.

/S/ Patricia A. Niemiec

1/19/24

-----  
PATRICIA A. NIEMIEC, C.C.R.

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Date

Official Court Reporter  
Morris and Sussex County Courthouse

**KLEINHANS CREEK**

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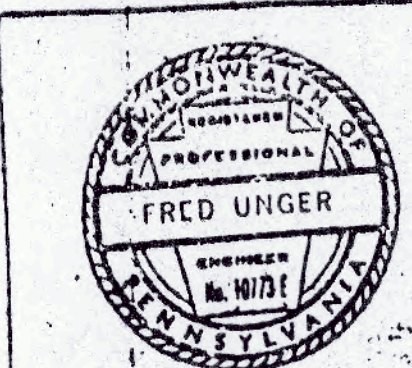
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□ SERVICE AREA FOR LOWER & UPPER TRAILER PARKS AND ESTATES WELLS (COMMUNITY WELLS)

▨ SERVICE AREA FOR DELAWARE AND No. 8 WELLS (LOCAL COMMUNITY WELLS)

APPENDIX E

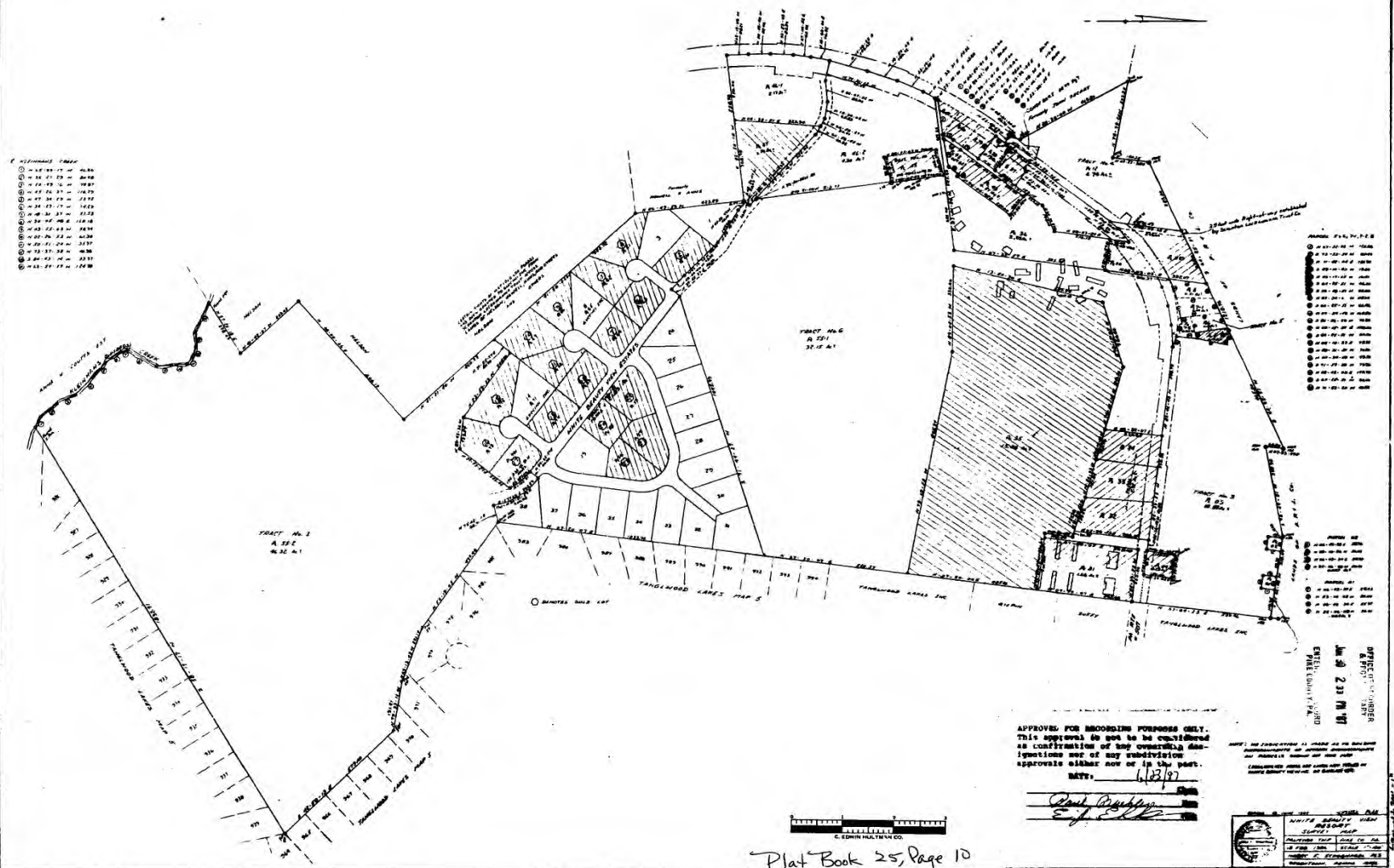


Chad Meyer

|   |                  |                  |    |
|---|------------------|------------------|----|
| REV.  | DESCRIPTION      | DATE             | BY |
| <b>F. X. BROWNE ASSOCIATES, INC.</b><br>ENGINEERS/PLANNERS/SCIENTIST<br>220 S. BROAD ST. LANSDALE, PENNSYLVANIA 1944<br>TELEPHONE: 215-362-3871 |                  |                  |    |
| LAKE VIEW HOTEL & CONFERENCE CENTER<br><b>SERVICE AREA MAP</b>  |                  |                  |    |
| PALMYRA TOWNSHIP  | PIKE COUNTY PA   |                  |    |
| DRAWN BY: VS  | CHECKED BY: JCM  | DATE: 5/28/89    |    |
| APPROVED BY: FU   | APPROVED BY: FU  | SCALE: 1" = 150' |    |
| JOB NO: 480-01  | SHEET NO: 1 OF 4 |                  |    |

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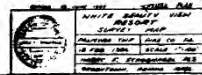
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APPROVED FOR RECORDING PURPOSES ONLY.  
 This approval is not to be considered  
 as confirmation of any subdivision des-  
 ignations nor of any subdivision des-  
 ignations either now or in the past.  
 DATE: 6/23/92

*Chad R. [Signature]*  
 [Signature]

Plat Book 25, Page 10





# pennsylvania

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Northeast Regional Office

Pati ✓  
Len S. ✓

June 27, 2012

**CERTIFIED MAIL NO. 7010 3090 0002 4777 1039**

Deer Haven, LLC  
41 Elm Street  
Morristown, NJ 07960

Attention: Sam Shahar, Manager

Re: Sewage  
Deer Haven, LLC  
NPDES Permit No. PA0041912  
APS ID No. 573328  
Authorization ID No. 925850  
Palmyra Township, Pike County

Dear Mr. Shahar:

Your Permit is enclosed.

Read the permit and the special conditions carefully. The permit is valid for five years. You must reapply for renewal six months before the expiration date on the first page of the permit.

A Discharge Monitoring Report (DMR) and Supplemental Reporting Forms are included. These should be completed as instructed in the permit and Instruction Sheets.

We would like to bring your attention to the Department's electronic DMR (eDMR) program. The program can be accessed through the Internet at [www.dep.state.pa.us/edmr](http://www.dep.state.pa.us/edmr) and can be used in lieu of paper DMR submissions. Please find enclosed additional information concerning eDMR. We highly encourage your participation in this program.

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, Second Floor, 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 at 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.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717.787.3483) FOR MORE INFORMATION.

If you have any questions, please call Mary Hastings at 570.826.2313.

Sincerely,



Kate Crowley  
Program Manager  
Clean Water Program

Enclosures

cc: U. S. Environmental Protection Agency (via NMS)  
Delaware River Basin Commission

bcc: N.E. Monitoring & Compliance Section  
BWSFR Data Systems and Analysis  
File PA0041912



**AUTHORIZATION TO DISCHARGE UNDER THE  
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM  
DISCHARGE REQUIREMENTS FOR NON-MUNICIPAL  
SEWAGE TREATMENT WORKS**

**NPDES PERMIT NO: PA0041912**

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.*,

**Deer Haven, LLC  
41 Elm Street  
Morristown, NJ 07960**

is authorized to discharge from a facility known as **Deer Haven Wastewater Treatment Plant**, located in **Palmyra Township, Pike County**, to **Lake Wallenpaupack** in Watershed(s) **1-C** in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts A, B and C hereof.

**THIS PERMIT SHALL BECOME EFFECTIVE ON JULY 1, 2012**

**THIS PERMIT SHALL EXPIRE AT MIDNIGHT ON JUNE 30, 2017**

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. (40 CFR 122.41(a))
3. A complete application for renewal of this permit, or notice of intent to cease discharging by the expiration date, must be submitted to DEP at least 180 days prior to the above expiration date (unless permission has been granted by DEP for submission at a later date), using the appropriate NPDES permit application form. (40 CFR 122.41(b), 122.21(d)(2))

In the event that a timely and complete application for renewal has been submitted and DEP 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 (DMRs), will be automatically continued and will remain fully effective and enforceable against the discharger until DEP takes final action on the pending permit application. (25 Pa. Code 92a.7(b), (c))

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.

DATE PERMIT ISSUED JUNE 27, 2012

ISSUED BY

  
Kate Crowley  
Clean Water Program Manager  
Northeast Regional Office

**PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS  
(Continued)**

Additional Requirements

The permittee may not discharge:

1. Floating solids, scum, sheen or substances that result in observed deposits in the receiving water. (25 Pa Code 92a.41(c))
2. Oil and grease in amounts that cause a film or sheen upon or discoloration of the waters of this Commonwealth or adjoining shoreline, or that exceed 15 mg/l as a daily average or 30 mg/l at any time (or lesser amounts if specified in this permit). (25 Pa. Code 92a.47(a)(7) and 95.2(2))
3. Substances in concentration or amounts sufficient to be inimical or harmful to the water uses to be protected or to human, animal, plant or aquatic life. (25 Pa Code 93.6(a))
4. Foam or substances that produce an observed change in the color, taste, odor or turbidity of the receiving water, unless those conditions are otherwise controlled through effluent limitations or other requirements in this permit. (25 Pa Code 92a.41(c))

Footnotes

- (1) When sampling to determine compliance with mass effluent limitations, the discharge flow at the time of sampling must be measured and recorded.
- (2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events.

Supplemental Information

If the permit requires reporting of average weekly limitations use the following guideline. If the "maximum average concentration" and the "maximum average mass loading" does not occur within the same week, both the highest weekly average concentration and the highest weekly average mass load should be reported, regardless of whether they both occur during the same calendar week.

## II. DEFINITIONS

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.

Average refers to the use of an arithmetic mean, unless otherwise specified in this permit. (40 CFR 122.41(l)(4)(iii))

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the pollution to surface waters of the Commonwealth. 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. (25 Pa. Code 92a.2)

Bypass means the intentional diversion of waste streams from any portion of a treatment facility. (40 CFR 122.41(m)(1)(i))

Calendar Week is defined as the seven consecutive days from Sunday through Saturday, unless the permittee has been given permission by DEP to provide weekly data as Monday through Friday based on showing excellent performance of the facility and a history of compliance. In cases when the week falls in two separate months, the month with the most days in that week shall be the month for reporting.

Clean Water Act means the Federal Water Pollution Control Act, as amended. (33 U.S.C.A. §§1251 to 1387).

Composite Sample (for all except GC/MS volatile organic analysis) means a combination of individual samples (at least eight for a 24-hour period or four for an 8-hour period) of at least 100 milliliters (mL) each obtained at spaced time intervals during the compositing period. The composite must be flow-proportional; either the volume of each individual sample is proportional to discharge flow rates, or the sampling interval is proportional to the flow rates over the time period used to produce the composite. (EPA Form 2C)

Composite Sample (for GC/MS volatile organic analysis) consists of at least four aliquots or grab samples collected during the sampling event (not necessarily flow proportioned). The samples must be combined in the laboratory immediately before analysis and then one analysis is performed. (EPA Form 2C)

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.

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. (25 Pa. Code 92a.2 and 40 CFR 122.2)

Daily Maximum Discharge Limitation means the highest allowable "daily discharge."

Discharge Monitoring Report (DMR) means the DEP or EPA supplied form(s) for the reporting of self-monitoring results by the permittee. (25 Pa. Code 92a.2 and 40 CFR 122.2)

Estimated Flow means any method of liquid volume measurement 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.

Geometric Mean means the average of a set of n sample results given by the nth root of their product.

Grab Sample means an individual sample of at least 100 mL collected at a randomly selected time over a period not to exceed 15 minutes. (EPA Form 2C)

Hazardous Substance means any substance designated under 40 CFR Part 116 pursuant to Section 311 of the Clean Water Act. (40 CFR 122.2)

Hauled-In Wastes means any waste that is introduced into a treatment facility through any method other than a direct connection to the sewage collection system. The term includes wastes transported to and disposed of within the treatment facility or other entry points within the collection system.

Immersion Stabilization (i-s) means a calibrated device is immersed in the wastewater until the reading is stabilized.

Instantaneous Maximum Effluent Limitation means the highest allowable discharge of a concentration or mass of a substance at any one time as measured by a grab sample. (25 Pa. Code 92a.2)

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.

Monthly Average Discharge Limitation means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month. (25 Pa. Code 92a.2)

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.

Severe Property Damage means substantial physical damage to property, damage to the treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that 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. (40 CFR 122.41(m)(1)(ii))

Stormwater means the runoff from precipitation, snow melt runoff, and surface runoff and drainage. (25 Pa. Code 92a.2)

Stormwater Associated With Industrial Activity means the discharge from any conveyance that is used for collecting and conveying stormwater and that is directly related to manufacturing, processing, or raw materials storage areas at an industrial plant, and as defined at 40 CFR §122.26(b)(14)(i) - (ix) and (xi) and 25 Pa. Code 92a.2.

Total Dissolved Solids means the total dissolved (filterable) solids as determined by use of the method specified in 40 CFR Part 136.

Toxic Pollutant means 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 may, on the basis of information available to DEP cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions, including malfunctions in reproduction, or physical deformations in these organisms or their offspring. (25 Pa. Code 92a.2)

### III. SELF-MONITORING, REPORTING AND RECORDKEEPING

#### A. Representative Sampling (40 CFR 122.41(j)(1))

1. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
2. Records Retention (40 CFR 122.41(j)(2))

Except for records of monitoring information required by this permit related to the permittee's 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 3 years from the date of the sample measurement, report or application. The 3-year period shall be extended as requested by DEP or the EPA Regional Administrator.

#### 3. Recording of Results (40 CFR 122.41(j)(3))

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

- a. The exact place, date and time of sampling or measurements.
- b. The person(s) who performed the sampling or measurements.
- c. The date(s) the analyses were performed.
- d. The person(s) who performed the analyses.
- e. The analytical techniques or methods used; and the associated detection level.
- f. The results of such analyses.

#### 4. Test Procedures (40 CFR 122.41(j)(4))

Facilities that test or analyze environmental samples used to demonstrate compliance with this permit shall be in compliance with laboratory accreditation requirements of Act 90 of 2002 (27 Pa. C.S. §§4101-4113) and 25 Pa. Code Chapter 252, relating to environmental laboratory accreditation. Unless otherwise specified in this permit, the test procedures for the analysis of pollutants shall be those approved under 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 Subpart J of 25 Pa. Code Chapter 271), or alternate test procedures approved pursuant to those parts, unless other test procedures have been specified in this permit.

#### 5. Quality/Assurance/Control

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

- a. The permittee, or its designated laboratory, shall participate in the periodic scheduled quality assurance inspections conducted by DEP and EPA. (40 CFR 122.41(e), 122.41(j)(3))
- 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. (40 CFR 122.41(j)(4))

#### 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. (40 CFR 122.41(e), 122.44(i)(1))

2. Unless instructed otherwise in Part C of this permit, properly completed DMR(s) must be received by the agency(ies) below within 28 days after the end of each reporting period. The permittee shall complete all Supplemental Reporting forms (Supplemental DMRs) provided by DEP in this permit (or an approved equivalent), and submit the signed, completed forms as an attachment to the DMR(s). If the permittee elects to use DEP's electronic DMR (eDMR) system, one electronic submission may be made for DMRs and Supplemental DMRs. If paper forms are used, the completed forms shall be mailed to:

Department of Environmental Protection  
Clean Water Program  
2 Public Square  
Wilkes-Barre, PA 18701-1915

3. If the permittee elects to begin using DEP's eDMR system to submit DMRs required by the permit, the permittee shall, to assure continuity of business operations, continue using the eDMR system to submit all DMRs and Supplemental Reports required by the permit, unless the following steps are completed to discontinue use of eDMR:
  - a. The permittee shall submit written notification to the regional office that issued the permit that it intends to discontinue use of eDMR. The notification shall be signed by a principal executive officer or authorized agent of the permittee.
  - b. The permittee shall continue using eDMR until the permittee receives written notification from DEP's Central Office that the facility has been removed from the eDMR system, and electronic report submissions are no longer expected.
4. The completed DMR Form shall be signed and certified by either of the following applicable persons, as defined in 25 Pa. Code 92a.22:
  - For a corporation - by a principal executive officer of at least the level of vice president, or an authorized representative, if the representative is responsible for the overall operation of the facility from which the discharge described in the NPDES form originates.
  - 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 principal executive officer or ranking elected official.

If signed by a person other than the above, written notification of delegation of DMR signatory authority must be submitted to DEP in advance of or along with the relevant DMR form. (40 CFR 122.22(b))

5. If the permittee monitors any pollutant at monitoring points as designated by this permit, using analytical methods described in Part A III.A.4. herein, 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. (40 CFR 122.41(l)(4)(ii))

#### C. Reporting Requirements

1. Planned Changes to Physical Facilities – The permittee shall give notice to DEP as soon as possible of any planned physical alterations or additions to the permitted facility. A permit under 25 Pa. Code Chapter 91 may be required for these situations prior to implementing the planned changes. A permit application, or other written submission to DEP, can be used to satisfy the notification requirements of this section. Notice is required 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 40 CFR §122.29(b). (40 CFR 122.41(l)(1)(i))
  - b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are not subject to effluent limitations in this permit. (40 CFR 122.41(l)(1)(ii))

- 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. (40 CFR 122.41(l)(1)(iii))
  - d. The planned change may result in noncompliance with permit requirements. (40 CFR 122.41(l)(2))
  - e. The facility is proposing an expansion or modifications to its treatment processes. (25 Pa. Code 92a.24(a))
2. Planned Changes to Waste Stream – Under the authority of 25 Pa. Code 92a.24(a), the permittee shall provide notice to DEP as soon as possible but no later than 45 days prior to any changes in the volume or pollutant concentration of its influent waste stream as a result of indirect discharges or hauled-in wastes, as specified in paragraphs 2.a. and 2.b., below. Notice shall be provided on the "Planned Changes to Waste Stream" Supplemental Report (3800-FM-BPNPSM0482), available on DEP's web site. The permittee shall provide information on the quality and quantity of waste introduced into the facility, and any anticipated impact of the change on the quantity or quality of effluent to be discharged from the facility. The Report shall be sent via Certified Mail or other means to confirm DEP's receipt of the notification. DEP will determine if the submission of a new application and receipt of a new or amended permit is required.
- a. Introduction of New Pollutants (25 Pa. Code 92a.24(a))

New pollutants are defined as parameters that meet one or more of the following criteria:

- (i) Were not detected in the facilities' influent waste stream as reported in the permit application, or were otherwise not analyzed in the influent and reported to DEP prior to permit issuance;
- (ii) Have not been previously approved to be included in the permittee's influent waste stream by DEP in writing.

The permittee shall provide notification of the introduction of new pollutants in accordance with paragraph 2 above. The permittee may not authorize the introduction of new pollutants until the permittee receives DEP's written approval.

- b. Increased Loading of Approved Pollutants (25 Pa. Code 92a.24(a))

Approved pollutants are defined as parameters that meet one or more of the following criteria:

- (i) Were detected in the facilities' influent waste stream as reported in the permittee's permit application or were otherwise analyzed and reported to DEP prior to permit issuance;
- (ii) Have an effluent limitation or monitoring requirement in this permit;
- (iii) Have been previously approved for the permittee's influent waste stream by DEP in writing.

The permittee shall provide notification of the introduction of increased influent loading (lbs/day) of approved pollutants in accordance with paragraph 2 above when (1) the cumulative increase in influent loading (lbs/day) exceeds 10% of the maximum loading reported in the permit application, or a loading previously approved by DEP, or (2) may cause an exceedance in the effluent of Effluent Limitation Guidelines (ELGs) or limitations in Part A of this permit, or (3) may cause interference or pass through at the facility, or (4) may cause exceedances of the applicable water quality standards in the receiving stream. Unless specified otherwise in this permit, if DEP does not respond to the notification within 30 days of its receipt, the permittee may proceed with the increase in loading. The acceptance of increased loading of approved pollutants may not result in

an exceedance of ELGs or effluent limitations and may not cause exceedances of the applicable water quality standards in the receiving stream.

c. New Information on Existing Discharges

The permittee shall notify DEP where it discovers new information, not reported previously, on the quality and quantity of the effluent introduced into the facility by an industrial user or an indirect discharger and the anticipated impact of the change in the quality and quantity of effluent to be discharged from the facility.

3. Reporting Requirements for Hauled-In Wastes

a. Receipt of Residual Waste

- (i) The permittee shall document the receipt of all hauled-in residual wastes (including but not limited to wastewater from oil and gas wells, food processing waste, and landfill leachate) received for processing at the treatment facility. The permittee shall report hauled-in residual wastes on a monthly basis to DEP on the "Hauled In Residual Wastes" Supplemental Report (3800-FM-BPNPSM0450) as an attachment to the DMR. If no residual wastes were received during a month, submission of the Supplemental Report is not required.

The following information is required by the Supplemental Report. The information used to develop the Report shall be retained by the permittee for five years from the date of receipt and must be made available to DEP or EPA upon request.

- (1) The dates that residual wastes were received.
- (2) The volume (gallons) of wastes received.
- (3) The license plate number of the vehicle transporting the waste to the treatment facility.
- (4) The permit number(s) of the well(s) where residual wastes were generated, if applicable.
- (5) The name and address of the generator of the residual wastes.
- (6) The type of wastewater.
- (7) Documentation of whether or not a chemical analysis of the residual wastes were reported on a Residual Waste Form 26R, or a separate waste characterization using the parameters from Form 26R.

The transporter of residual waste must maintain these and other records as part of the daily operational record (25 Pa. Code 299.219). If the transporter is unable to provide this information, the residual wastes shall not be accepted by the permittee until such time as the transporter is able to provide the required information.

- (ii) The following conditions apply to the characterization of residual wastes received by the permitted treatment facility:
- (1) The permitted facility must receive and maintain on file a characterization of the residual wastes it receives from the generator, as required by 25 Pa. Code 287.54. The characterization shall conform to the Bureau of Waste Management's Form 26R except as noted in paragraph (2), below. Each load of residual waste received must be characterized accordingly.
  - (2) For wastewater generated from hydraulic fracturing operations ("frac wastewater") within the first 30 production days of a well site, the characterization may be a general frac

wastewater characterization approved by DEP. Thereafter, the characterization must be waste-specific and reported on the Form 26R.

b. Receipt of Municipal Waste

- (i) The permittee shall document the receipt of all hauled-in municipal wastes (including but not limited to septage and liquid sewage sludge) received for processing at the treatment facility. The permittee shall report hauled-in municipal wastes on a monthly basis to DEP on the "Hauled In Municipal Wastes" Supplemental Report (3800-FM-BPNPSM0437) as an attachment to the DMR. If no municipal wastes were received during a month, submission of the Supplemental Report is not required.

The following information is required by the Supplemental Report:

- (1) The dates that municipal wastes were received.
  - (2) The volume (gallons) of wastes received.
  - (3) The BOD<sub>5</sub> concentration (mg/l) and load (lbs) for the wastes received.
  - (4) The location(s) where wastes were disposed of within the treatment facility.
- (ii) Sampling and analysis of hauled-in municipal wastes must be completed to characterize the organic strength of the wastes, unless composite sampling of influent wastewater is performed at a location downstream of the point of entry for the wastes.

4. Unanticipated Noncompliance or Potential Pollution Reporting

- a. Immediate Reporting - The permittee shall immediately report any incident causing or threatening pollution in accordance with the requirements of 25 Pa. Code Sections 91.33 and 92a.41(b).
- (i) If, because of an accident, other activity or incident a toxic substance or another substance which would endanger users downstream from the discharge, or would otherwise result in pollution or create a danger of pollution or would damage property, the permittee shall immediately notify DEP by telephone of the location and nature of the danger. Oral notification to the Department is required as soon as possible, but no later than 4 hours after the permittee becomes aware of the incident causing or threatening pollution.
  - (ii) If reasonably possible to do so, the permittee shall immediately notify downstream users of the waters of the Commonwealth to which the substance was discharged. Such notice shall include the location and nature of the danger.
  - (iii) The permittee shall immediately take or cause to be taken steps necessary to prevent injury to property and downstream users of the waters from pollution or a danger of pollution and, in addition, within 15 days from the incident, shall remove the residual substances contained thereon or therein from the ground and from the affected waters of this Commonwealth to the extent required by applicable law.
- b. The permittee shall report any noncompliance which may endanger health or the environment in accordance with the requirements of 40 CFR 122.41(l)(6). These requirements include the following obligations:
- (i) 24 Hour Reporting - The permittee shall orally report any noncompliance with this permit which may endanger health or the environment within 24 hours from the time the permittee becomes aware of the circumstances. The following shall be included as information which must be reported within 24 hours under this paragraph:
    - (1) Any unanticipated bypass which exceeds any effluent limitation in the permit;

- (2) Any upset which exceeds any effluent limitation in the permit; and
  - (3) Violation of the maximum daily discharge limitation for any of the pollutants listed in the permit as being subject to the 24-hour reporting requirement. (40 CFR 122.44(g))
  - (ii) Written Report - A written submission shall also be provided within 5 days of the time the permittee becomes aware of any noncompliance which may endanger health or the environment. 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.
  - (iii) Waiver of Written Report - DEP may waive the written report on a case-by-case basis if the associated oral report has been received within 24 hours from the time the permittee becomes aware of the circumstances which may endanger health or the environment. Unless such a waiver is expressly granted by DEP, the permittee shall submit a written report in accordance with this paragraph. (40 CFR 122.41(l)(6)(iii))
5. Other Noncompliance

The permittee shall report all instances of noncompliance not reported under paragraph C.4 of this section or specific requirements of compliance schedules, at the time DMRs are submitted, on the Non-Compliance Reporting Form (3800-FM-BPNPSM0440). The reports shall contain the information listed in paragraph C.4.b.(ii) of this section. (40 CFR 122.41(l)(7))

**PART B****I. MANAGEMENT REQUIREMENTS****A. Compliance Schedules (25 Pa. Code 92a.51 and 40 CFR 122.47(a))**

1. The permittee shall achieve compliance with the terms and conditions of this permit within the time frames specified in this permit.
2. The permittee shall submit reports of compliance or noncompliance, or progress reports as applicable, for 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. (40 CFR 122.47(a)(4))

**B. Permit Modification, Termination, or Revocation and Reissuance**

1. This permit may be modified, terminated, or revoked and reissued during its term in accordance with Title 25 Pa. Code 92a.72 and 40 CFR 122.41(f).
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 noncompliance, does not stay any permit condition. (40 CFR 122.41(f))
3. In the absence of DEP 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. (40 CFR 122.41(a)(1))

**C. Duty to Provide Information**

1. The permittee shall furnish to DEP, within a reasonable time, any information which DEP may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. (40 CFR 122.41(h))
2. The permittee shall furnish to DEP, upon request, copies of records required to be kept by this permit. (40 CFR 122.41(h))
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 DEP, it shall promptly submit the correct and complete facts or information. (40 CFR 122.41(l)(8))
4. If the sewage treatment facility provides service in part or whole to a municipality, through a contract or agreement between the operator and municipality, an annual report shall be submitted to DEP by March 31 containing the following information, at a minimum:
  - a. The information identified in 25 Pa. Code 94.12.
  - b. A "Solids Management Inventory" including the following information for the preceding year, at a minimum: average annual flow (MGD), average influent BOD<sub>5</sub> (mg/l), average effluent CBOD<sub>5</sub> (mg/l), total volume of sludge wasted (gallons), average solids concentration of return or waste sludge flow (mg/l), and total sludge or biosolids generated (wet or dry tons).
  - c. The total volume of hauled-in residual and municipal wastes received during the year, by source.

**D. General Pretreatment Requirements**

Where pollutants contributed by indirect dischargers result in interference or pass through, and a violation is likely to recur, the permittee shall develop and enforce specific limits for indirect dischargers and other users, as appropriate, that together with appropriate facility or operational changes, are necessary to

ensure renewed or continued compliance with this permit or sludge use or disposal practices. The permittee shall submit a copy of such limits to DEP when developed. (25 Pa. Code 92a.47(d))

#### E. Proper Operation and Maintenance

1. The permittee shall employ operators certified in compliance with the Water and Wastewater Systems Operators Certification Act (63 P.S. §§1001-1015.1).
2. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) 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 that are installed by the permittee, only when necessary to achieve compliance with the terms and conditions of this permit. (40 CFR 122.41(e))

#### F. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge, sludge use or disposal in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment. (40 CFR 122.41(d))

#### G. Bypassing

1. Bypassing Not Exceeding Permit Limitations - The permittee may allow a bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions in paragraphs two, three and four of this section. (40 CFR 122.41(m)(2))
2. Other Bypassing - In all other situations, bypassing is prohibited and DEP may take enforcement action against the permittee for bypass unless:
  - a. A bypass is unavoidable to prevent loss of life, personal injury or "severe property damage." (40 CFR 122.41(m)(4)(i)(A))
  - 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. (40 CFR 122.41(m)(4)(i)(B))
  - c. The permittee submitted the necessary notice required in F.4.a. and b. below. (40 CFR 122.41(m)(4)(i)(C))
3. DEP may approve an anticipated bypass, after considering its adverse effects, if DEP determines that it will meet the conditions listed in F.2. above. (40 CFR 122.41(m)(4)(ii))
4. Notice
  - a. Anticipated Bypass – If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible, at least 10 days before the bypass. (40 CFR 122.41(m)(3)(i))
  - b. Unanticipated Bypass
    - (i) The permittee shall submit immediate notice of an unanticipated bypass causing or threatening pollution. The notice shall be in accordance with Part A III.3.a.

- (ii) The permittee shall submit oral notice of any other unanticipated bypass within 24 hours, regardless of whether the bypass may endanger health or the environment or whether the bypass exceeds effluent limitations. The notice shall be in accordance with Part A III.C.3.b.

## II. 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 DEP; 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 noncompliance)

Shall, upon conviction, be punished by a fine and/or imprisonment as set forth in 18 Pa.C.S.A § 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. Need to Halt or Reduce Activity Not a Defense

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. (40 CFR 122.41(c))

## III. OTHER RESPONSIBILITIES

### A. Right of Entry

Pursuant to Sections 5(b) and 305 of Pennsylvania's Clean Streams Law, and Title 25 Pa. Code Chapter 92a and 40 CFR §122.41(i), the permittee shall allow authorized representatives of DEP and EPA, 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; (40 CFR 122.41(i)(1))

2. To have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit; (40 CFR 122.41(i)(2))
3. To inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this permit; and (40 CFR 122.41(i)(3))
4. To sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act or the Clean Streams Law, any substances or parameters at any location. (40 CFR 122.41(i)(4))

#### 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 this 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 the Clean Water Act. (40 CFR 122.61(a))
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 DEP at least 30 days in advance of the proposed transfer date in paragraph 2.b. of this section; (40 CFR 122.61(b)(1))
  - b. The notice includes the appropriate DEP transfer form signed by the existing and new permittees containing a specific date for transfer of permit responsibility, coverage and liability between them; and (40 CFR 122.61(b)(2))
  - c. DEP does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue this permit, the transfer is effective on the date specified in the agreement mentioned in paragraph 2.b. of this section. (40 CFR 122.61(b)(3))
  - d. The new permittee is in compliance with existing DEP issued permits, regulations, orders and schedules of compliance, or has demonstrated that any noncompliance with the existing permits has been resolved by an appropriate compliance action or by the terms and conditions of the permit (including compliance schedules set forth in the permit), consistent with 25 Pa. Code 92a.51 (relating to schedules of compliance) and other appropriate DEP regulations. (25 Pa. Code 92a.71)
3. In the event DEP does not approve transfer of this permit, the new owner or controller must submit a new permit application.

#### C. Property Rights

The issuance of this permit does not convey any property rights of any sort, or any exclusive privilege. 40 CFR 122.41(g)

#### D. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for a new permit. (40 CFR 122.41(b))

#### E. Other Laws

The issuance of this 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.

**IV. ANNUAL FEE**

Permittees shall pay an annual fee in accordance with 25 Pa. Code § 92a.62. Annual fee amounts are specified in the following schedule and are due on each anniversary of the effective date of the most recent new or reissued permit. All flows identified in the schedule are annual average design flows. (25 Pa. Code 92a.62)

|  |         |
|--|---------|
| Small Flow Treatment Facility (SRSTP or SFTF)              | \$0     |
| Minor Sewage Facility < 0.05 MGD (million gallons per day) | \$250   |
| Minor Sewage Facility ≥ 0.05 and < 1 MGD                   | \$500   |
| Minor Sewage Facility with CSO (Combined Sewer Overflow)   | \$750   |
| Major Sewage Facility ≥ 1 and < 5 MGD                      | \$1,250 |
| Major Sewage Facility ≥ 5 MGD                              | \$2,500 |
| Major Sewage Facility with CSO                             | \$5,000 |

As of the effective date of this permit, the facility covered by the permit is classified in the following fee category: **Minor Sewage Facility ≥0.05 and <1 MGD.**

Invoices for annual fees will be mailed to permittees approximately three months prior to the due date. In the event that an invoice is not received, the permittee is nonetheless responsible for payment. Throughout a five year permit term, permittees will pay four annual fees followed by a permit renewal application fee in the last year of permit coverage. Permittees may contact the DEP at 717-787-6744 with questions related to annual fees.

Payment for annual fees shall be remitted to DEP at the address below by the anniversary date. Checks should be made payable to the Commonwealth of Pennsylvania.

PA Department of Environmental Protection  
Bureau of Point and Non-Point Source Management  
Re: Chapter 92a Annual Fee  
P.O. Box 8466  
Harrisburg, PA 17105-8466

**PART C****I. OTHER REQUIREMENTS**

- A. 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.
- B. 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.
- C. If, in the opinion of the Department, these works are not so operated or if by reason of change in the character of wastes or increased load upon the works, or changed use or condition of the receiving body of water, or otherwise, the said effluent ceases to be satisfactory or the sewerage 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.
- D. Collected screenings, slurries, sludges, and other solids shall be handled and disposed of in compliance with 25 Pa. Code, Chapters 75, and in a manner equivalent to the requirements indicated in Chapters 271, 273, 275, 283, and 285 (related 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.

- E. The effluent limitations for Outfall 001 were determined using an effluent discharge rate of 0.070 MGD.
- F. The waste load allocation (WLA) for Total Phosphorus for this facility is 48 kg/year (106 lb/year), in accordance with the Lake Wallenpaupack Total Maximum Daily Load (TMDL). The TMDL Supplemental Report Annual Load Summary form (3800-FM-BPNPSM0448) shall be used to report monthly and annual total mass loads, and shall be submitted annually. The completed form is due on November 28<sup>th</sup> of each year and shall be attached to the DMR submission.

The following definitions apply to the calculation of mass loads:

- A. Total Monthly Load (lbs) = The sum of the actual daily discharge loads (lb/d) divided by the number of samples per month multiplied by the number of days in the month. Daily discharge load (lb/d) = Daily flow (MGD) on the day of sampling, multiplied by that day's sample concentration (mg/l) multiplied by 8.34.
- B. Total Annual Load (lbs) = The sum of the Total Monthly Loads for one year beginning October 1<sup>st</sup> and ending September 30<sup>th</sup>.



**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF POINT AND NON-POINT SOURCE MANAGEMENT  
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)  
DISCHARGE MONITORING REPORT (DMR)**

PERMITTEE NAME/ADDRESS

NAME Deer Haven, LLC  
 ADDRESS 41 Elm Street  
Morristown, NJ 07960  
 FACILITY Deer Haven WWTP  
 LOCATION Palmyra Township  
Pike County  
 WATERSHED 1-C

**PA0041912**  
 PERMIT NUMBER

**001**  
 OUTFALL NUMBER

Reporting Frequency: Monthly  
 DMR Effective From: July 1, 2012  
 DMR Effective To: June 30, 2017  
 Permit Expires: June 30, 2017  
 Permit Application Due: January 1, 2017

| MONITORING PERIOD |    |     |    |      |    |     |
|-------------------|----|-----|----|------|----|-----|
| YEAR              | MO | DAY | TO | YEAR | MO | DAY |
|                   |    |     |    |      |    |     |

Check Here if No Discharge

NOTE: Read Instructions before completing this form

| PARAMETER                              |   | QUANTITY OR LOADING |                  |       | QUALITY OR CONCENTRATION                                     |              |            |            | NO. EX | FREQUENCY OF ANALYSIS | SAMPLE TYPE    |
|--|---|---------------------|------------------|-------|--|--------------|------------|------------|--------|-----------------------|----------------|
|  |   | VALUE               | VALUE            | UNITS | VALUE  | VALUE        | VALUE      | UNITS      |        |                       |                |
| Flow                                   | SAMPLE MEASUREMENT  |                     |                  | MGD   | ****   | ****         | ****       | ****       |        | 1/week                | Measured       |
|  | PERMIT REQUIREMENT  | Report Avg Mo       | Report Daily Max |       | ****   | ****         | ****       |            |        |                       |                |
| pH                                     | SAMPLE MEASUREMENT  | ****                | ****             | ****  |  | ****         |            | S.U.       |        | 1/week                | Grab           |
|  | PERMIT REQUIREMENT  | ****                | ****             |       | 6.0 Min  | ****         | 9.0 Max    |            |        |                       |                |
| Dissolved Oxygen                       | SAMPLE MEASUREMENT  | ****                | ****             | ****  |  | ****         | ****       | mg/L       |        | 1/week                | Grab           |
|  | PERMIT REQUIREMENT  | ****                | ****             |       | 6.0 Min  | ****         | ****       |            |        |                       |                |
| Total Residual Chlorine                | SAMPLE MEASUREMENT  | ****                | ****             | ****  | ****   |              | ****       | mg/L       |        | 1/week                | Grab           |
|  | PERMIT REQUIREMENT  | ****                | ****             |       | ****   | 1.2 Avg Mo   | 2.8 IMAX   |            |        |                       |                |
| CBOD5                                  | SAMPLE MEASUREMENT  | ****                | ****             | ****  | ****   |              | ****       | mg/L       |        | 1/month               | 8-Hr Composite |
|  | PERMIT REQUIREMENT  | ****                | ****             |       | ****   | 10.0 Avg Mo  | ****       |            |        |                       |                |
| Total Suspended Solids                 | SAMPLE MEASUREMENT  | ****                | ****             | ****  | ****   |              | ****       | mg/L       |        | 1/month               | 8-Hr Composite |
|  | PERMIT REQUIREMENT  | ****                | ****             |       | ****   | 30 Avg Mo    | ****       |            |        |                       |                |
| Fecal Coliform<br>May 1 - Sep 30       | SAMPLE MEASUREMENT  | ****                | ****             | ****  | ****   |              | ****       | CFU/100 ml |        | 1/month               | Grab           |
|  | PERMIT REQUIREMENT  | ****                | ****             |       | ****   | 200 Geo Mean | 1,000 IMAX |            |        |                       |                |
| NAME/TITLE PRINCIPAL EXECUTIVE OFFICER | I certify under penalty of law that this document was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. See 18 Pa. C.S. § 4904 (relating to unsworn falsification). |                     |                  |       | TELEPHONE  |              |            | DATE       |        |                       |                |
| TYPED OR PRINTED                       |   |                     |                  |       | SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT |              |            | AREA CODE  | NUMBER | YEAR                  | MO             |

COMMENTS (Report all violations on the "Non-Compliance Reporting Form")



**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF POINT AND NON-POINT SOURCE MANAGEMENT  
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)  
DISCHARGE MONITORING REPORT (DMR)**

PERMITTEE NAME/ADDRESS

NAME Deer Haven, LLC  
 ADDRESS 41 Elm Street  
Morristown, NJ 07960  
 FACILITY Deer Haven WWTP  
 LOCATION Palmyra Township  
Pike County  
 WATERSHED 1-C

**PA0041912**  
 PERMIT NUMBER

**001**  
 OUTFALL NUMBER

Reporting Frequency: Monthly  
 DMR Effective From: July 1, 2012  
 DMR Effective To: June 30, 2017  
 Permit Expires: June 30, 2017  
 Permit Application Due: January 1, 2017

| MONITORING PERIOD |    |     |    |      |    |     |
|-------------------|----|-----|----|------|----|-----|
| YEAR              | MO | DAY | TO | YEAR | MO | DAY |
|                   |    |     |    |      |    |     |

Check Here if No Discharge  
 NOTE: Read Instructions before completing this form

| PARAMETER                              |   | QUANTITY OR LOADING |       |         | QUALITY OR CONCENTRATION |                   |                |  | NO. EX    | FREQUENCY OF ANALYSIS | SAMPLE TYPE       |
|--|---|---------------------|-------|---------|--------------------------|-------------------|----------------|--|-----------|-----------------------|-------------------|
|  |   | VALUE               | VALUE | UNITS   | VALUE                    | VALUE             | VALUE          | UNITS  |           |                       |                   |
| Fecal Coliform<br>Oct 1 - Apr 30       | SAMPLE MEASUREMENT  | *****               | ***** |         | *****                    |                   |                |  |           |                       |                   |
|  | PERMIT REQUIREMENT  | *****               | ***** | *****   | *****                    | 2,000<br>Geo Mean | 10,000<br>IMAX | CFU/<br>100 ml   |           | 1/month               | Grab              |
| Ammonia-Nitrogen<br>May 1 - Oct 31     | SAMPLE MEASUREMENT  | *****               | ***** |         | *****                    |                   | *****          |  |           |                       |                   |
|  | PERMIT REQUIREMENT  | *****               | ***** | *****   | *****                    | 3.0<br>Avg Mo     | *****          | mg/L   |           | 1/month               | 8-Hr<br>Composite |
| Ammonia-Nitrogen<br>Nov 1 - Apr 30     | SAMPLE MEASUREMENT  | *****               | ***** |         | *****                    |                   | *****          |  |           |                       |                   |
|  | PERMIT REQUIREMENT  | *****               | ***** | *****   | *****                    | 9.0<br>Avg Mo     | *****          | mg/L   |           | 1/month               | 8-Hr<br>Composite |
| Total Phosphorus                       | SAMPLE MEASUREMENT  |                     | ***** |         | *****                    |                   | *****          |  |           |                       |                   |
|  | PERMIT REQUIREMENT  | Report<br>Avg Mo    | ***** | lbs/day | *****                    | 0.5<br>Avg Mo     | *****          | mg/L   |           | 1/month               | 8-Hr<br>Composite |
|  | SAMPLE MEASUREMENT  |                     |       |         |                          |                   |                |  |           |                       |                   |
|  | PERMIT REQUIREMENT  |                     |       |         |                          |                   |                |  |           |                       |                   |
|  | SAMPLE MEASUREMENT  |                     |       |         |                          |                   |                |  |           |                       |                   |
|  | PERMIT REQUIREMENT  |                     |       |         |                          |                   |                |  |           |                       |                   |
|  | SAMPLE MEASUREMENT  |                     |       |         |                          |                   |                |  |           |                       |                   |
|  | PERMIT REQUIREMENT  |                     |       |         |                          |                   |                |  |           |                       |                   |
| NAME/TITLE PRINCIPAL EXECUTIVE OFFICER | I certify under penalty of law that this document was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. See 18 Pa. C.S. § 4904 (relating to unsworn falsification). |                     |       |         |                          |                   |                | TELEPHONE  |           | DATE                  |                   |
| TYPED OR PRINTED                       |   |                     |       |         |                          |                   |                | SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT | AREA CODE | NUMBER                | YEAR              |

COMMENTS (Report all violations on the "Non-Compliance Reporting Form")



COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 BUREAU OF POINT AND NON-POINT SOURCE MANAGEMENT

**SUPPLEMENTAL REPORT  
 DAILY EFFLUENT MONITORING**

Facility Name: Deer Haven Wastewater Treatment Plant  
 Municipality: Palmyra Township County: Pike  
 Watershed: 1-C  
 Laboratories: \_\_\_\_\_

Month: \_\_\_\_\_ Year: \_\_\_\_\_  
 NPDES Permit No.: PA0041912 Outfall No.: 001  
 Renewal application due **180 days** prior to expiration  
 This permit will expire on June 30, 2017

| Day | Effluent Parameters |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
|-----|---------------------|-----|----|------|----|------|-----|------|-------|------|-----|------|----------------|------------|---------|------|------------------|------|
|     | Flow                |     | pH |      | DO |      | TRC |      | CBOD5 |      | TSS |      | Fecal Coliform |            | Ammonia |      | Total Phosphorus |      |
|     | Q                   | MGD | Q  | S.U. | Q  | mg/L | Q   | mg/L | Q     | mg/L | Q   | mg/L | Q              | CFU/100 ml | Q       | mg/L | Q                | mg/L |
| 1   |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 2   |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 3   |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 4   |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 5   |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 6   |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 7   |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 8   |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 9   |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 10  |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 11  |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 12  |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 13  |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 14  |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 15  |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 16  |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 17  |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 18  |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 19  |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 20  |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 21  |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 22  |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 23  |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 24  |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 25  |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 26  |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 27  |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 28  |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 29  |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 30  |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| 31  |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |
| Avg |                     |     |    |      |    |      |     |      |       |      |     |      |                |            |         |      |                  |      |

I certify under penalty of law that this document was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. See 18 Pa. C.S. § 4904 (relating to unsworn falsification).

Prepared By: \_\_\_\_\_  
 Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_



**SUPPLEMENTAL REPORT – INFLUENT & PROCESS CONTROL**

Facility Name: Deer Haven Wastewater Treatment Plant  
 Municipality: Palmyra Township County: Pike  
 Watershed: 1-C

Month: \_\_\_\_\_ Year: \_\_\_\_\_  
 NPDES Permit No.: PA0041912  
 Renewal application due **180 days** prior to expiration

| Day | Influent   |             |            |            |           | Process Control      |                    |                         |  |  |
|-----|------------|-------------|------------|------------|-----------|----------------------|--------------------|-------------------------|--|--|
|     | Flow (MGD) | BOD5 (mg/l) | BOD5 (lbs) | TSS (mg/l) | TSS (lbs) | Aeration MLSS (mg/l) | Aeration DO (mg/l) | Sludge Wasted (gallons) |  |  |
| 1   |            |             |            |            |           |                      |                    |                         |  |  |
| 2   |            |             |            |            |           |                      |                    |                         |  |  |
| 3   |            |             |            |            |           |                      |                    |                         |  |  |
| 4   |            |             |            |            |           |                      |                    |                         |  |  |
| 5   |            |             |            |            |           |                      |                    |                         |  |  |
| 6   |            |             |            |            |           |                      |                    |                         |  |  |
| 7   |            |             |            |            |           |                      |                    |                         |  |  |
| 8   |            |             |            |            |           |                      |                    |                         |  |  |
| 9   |            |             |            |            |           |                      |                    |                         |  |  |
| 10  |            |             |            |            |           |                      |                    |                         |  |  |
| 11  |            |             |            |            |           |                      |                    |                         |  |  |
| 12  |            |             |            |            |           |                      |                    |                         |  |  |
| 13  |            |             |            |            |           |                      |                    |                         |  |  |
| 14  |            |             |            |            |           |                      |                    |                         |  |  |
| 15  |            |             |            |            |           |                      |                    |                         |  |  |
| 16  |            |             |            |            |           |                      |                    |                         |  |  |
| 17  |            |             |            |            |           |                      |                    |                         |  |  |
| 18  |            |             |            |            |           |                      |                    |                         |  |  |
| 19  |            |             |            |            |           |                      |                    |                         |  |  |
| 20  |            |             |            |            |           |                      |                    |                         |  |  |
| 21  |            |             |            |            |           |                      |                    |                         |  |  |
| 22  |            |             |            |            |           |                      |                    |                         |  |  |
| 23  |            |             |            |            |           |                      |                    |                         |  |  |
| 24  |            |             |            |            |           |                      |                    |                         |  |  |
| 25  |            |             |            |            |           |                      |                    |                         |  |  |
| 26  |            |             |            |            |           |                      |                    |                         |  |  |
| 27  |            |             |            |            |           |                      |                    |                         |  |  |
| 28  |            |             |            |            |           |                      |                    |                         |  |  |
| 29  |            |             |            |            |           |                      |                    |                         |  |  |
| 30  |            |             |            |            |           |                      |                    |                         |  |  |
| 31  |            |             |            |            |           |                      |                    |                         |  |  |
| Avg |            |             |            |            |           |                      |                    |                         |  |  |
| Max |            |             |            |            |           |                      |                    |                         |  |  |

This permit will expire on June 30, 2017

I certify under penalty of law that this document was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. See 18 Pa. C.S. § 4904 (relating to unsworn falsification).

Prepared By: \_\_\_\_\_  
 Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_





COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 BUREAU OF POINT AND NON-POINT SOURCE MANAGEMENT

**TMDL SUPPLEMENTAL REPORT  
 ANNUAL LOAD SUMMARY**

Facility Name: Deer Haven Wastewater Treatment Plant  
 Municipality: Palmyra Township County: Pike  
 Watershed: 1-C

For Annual Period: \_\_\_\_\_ to \_\_\_\_\_  
 NPDES Permit No.: PA0041912 Outfall No.: \_\_\_\_\_  
 Renewal application due **180 days** prior to expiration  
 This permit will expire on June 30, 2017

| MONTH - YEAR               | Parameters                              |  |  |  |  |
|----------------------------|---|--|--|--|--|
|                            | Total Phosphorus<br>(Total Monthly lbs) |  |  |  |  |
| October -                  |   |  |  |  |  |
| November -                 |   |  |  |  |  |
| December -                 |   |  |  |  |  |
| January -                  |   |  |  |  |  |
| February -                 |   |  |  |  |  |
| March -                    |   |  |  |  |  |
| April -                    |   |  |  |  |  |
| May -                      |   |  |  |  |  |
| June -                     |   |  |  |  |  |
| July -                     |   |  |  |  |  |
| August -                   |   |  |  |  |  |
| September -                |   |  |  |  |  |
| <b>Total Annual Loads:</b> |   |  |  |  |  |

I certify under penalty of law that this document was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. See 18 Pa. C.S. § 4904 (relating to unsworn falsification).

Prepared By: \_\_\_\_\_  
 Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_



COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 BUREAU OF POINT AND NON-POINT SOURCE MANAGEMENT

**NON-COMPLIANCE REPORTING FORM**

Use this supplemental form to report all permit violations and any other non-compliance that may endanger health or the environment, in accordance with your permit. Complete all sections that apply. If you are reporting violations of permit limits, monitoring requirements or schedules that do not pose an immediate threat to health or the environment, you may attach this form to the Discharge Monitoring Report (DMR). **Title 25, Pa. Code §§ 91.33 and 91.34 (regarding incidents causing or threatening pollution and activities utilizing pollutants, respectively), in part requires immediate notification by telephone to the Department of pollution incidents, remediation, and may require an additional report on the incident or plan of pollution prevention measures.** If you are reporting other non-compliance events, and the reporting deadline does not coincide with your submission of the DMR, it should be submitted separately to the Department by the reporting deadline set forth in the permit. See instructions for more information.

Facility Name: Deer Haven Wastewater Treatment Plant  
 Municipality: Palmyra Township County: Pike

Month: \_\_\_\_\_ Year: \_\_\_\_\_  
 Permit No.: PA0041912

**Violations of Permit Effluent Limitations\***

| Date | Parameter | Permit Limit | Units | Statistical Code | Result | Units | Cause of Violation | Corrective Action Taken |
|------|-----------|--------------|-------|------------------|--------|-------|--------------------|-------------------------|
|      |           |              |       |                  |        |       |                    |                         |
|      |           |              |       |                  |        |       |                    |                         |

**Sanitary Sewer Overflows and Other Unauthorized Discharges\***

| Event Date | Substance Discharged | Location | Volume (gals) | Duration (hrs) | Receiving Waters | Impact on Waters | Cause of Discharge | Date DEP Notified |
|------------|----------------------|----------|---------------|----------------|------------------|------------------|--------------------|-------------------|
|            |                      |          |               |                |                  |                  |                    |                   |
|            |                      |          |               |                |                  |                  |                    |                   |

**Other Permit Violations\***

- Sample collection less frequent than required Explain \_\_\_\_\_
- Sample type not in compliance with permit Explain \_\_\_\_\_
- Violation of permit schedule Explain \_\_\_\_\_
- Other Explain \_\_\_\_\_
- Other Explain \_\_\_\_\_

**\* If the space provided is not sufficient to record all information, please attach additional sheets.**

I certify under penalty of law that this document was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. See 18 Pa. C.S. § 4904 (relating to unsworn falsification).

Prepared By: \_\_\_\_\_  
 Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_





## INSTRUCTIONS FOR COMPLETING DISCHARGE MONITORING REPORTS (DMRs)

### General

One or more Discharge Monitoring Reports (DMRs) are attached to your permit for reporting the results of self-monitoring activities as required by your permit. You should make copies of the DMRs for your ongoing use, unless you elect to participate in the Department of Environmental Protection's (DEP's) electronic DMR (eDMR) program (see [www.dep.state.pa.us/edmr](http://www.dep.state.pa.us/edmr)).

- Reporting frequencies will vary depending on the monitoring frequencies listed in your permit, and are generally monthly, quarterly semi-annually and annually.
- Your reports must be received by DEP on the 28<sup>th</sup> day of the month following the end of the reporting period.
- Your permit may require submission of DMRs to other agencies, including the U.S. Environmental Protection Agency (EPA).
- If you receive DMRs in the mail from EPA, please discontinue use of DMR Form No. 3800-FM-BPNPSM0462 and begin using EPA's DMRs.
- DMRs will generally include pre-populated information for permittee name and address, facility location, permit number, outfall number, permit expiration date, parameter names, and permit requirements. If you identify any errors on a DMR issued by DEP, please contact the DEP regional office that issued your permit. If you identify any errors on a DMR issued by EPA, please contact DEP's Central Office at 717-787-6744. **DO NOT make changes to DMRs issued to you.**
- You may use computer-generated replicas of Form No. 3800-FM-BPNPSM0462 or of EPA's DMR if you receive prior approval from DEP and EPA. **DEP reserves the right to instruct you to discontinue the submission of computer-generated DMRs if the permit requirements you entered on the form are inaccurate.**

### Instructions

1. Enter statistical results into each blank field below the "VALUE" column headers. Results must be reported in the same units shown on the DMR.
2. Sum the total number of excursions or exceedances of permit limits across the row for each parameter and enter the value into the "NO. EX" field. For example, if the permit contains limits of 6.0 S.U. (Minimum) and 9.0 S.U. (Maximum) for pH, and the Minimum and Maximum results are 5.9 S.U. and 9.1 S.U., respectively, enter "2" into the "NO. EX" field.
3. Report the actual sampling frequency and sample type utilized during the reporting period in the fields corresponding to "Frequency of Analysis" and "Sample Type", respectively.
4. Type the name of the principal executive officer (or an authorized agent designated by a principal executive officer) who is taking responsibility for the report, sign the report (should be in ink), enter the telephone number of the responsible individual, and record the date that the report was signed. Mail only original, signed copies of DMRs.
5. In the Comments section at the bottom of the DMR, you may write a brief summary of violations in this section; however, DEP requests that all violations during the monitoring period be reported in more detail on DEP's **Non-Compliance Reporting Form** (3800-FM-BPNPSM0440) and be submitted as an attachment to the DMR. Other uses of the Comments Section include explanations of attachments to the DMR, explanations for the unavailability of data, and brief summaries of issues that have affected operations or effluent quality during the monitoring period. Always consider attaching a letter or separate document to explain your situation in more detail.

**No Discharge or No Data Available**

If there was no discharge at all from an outfall during the monitoring period, check the "No Discharge" box on the top of the DMR. Complete the information above and below the table and mail the DMR to the appropriate agencies. Be sure to sign and date the DMR.

If there was no discharge of a specific parameter (e.g., if a chlorine limit is in the permit but chlorine was not used for disinfection during the entire reporting period), or if data are not available for a specific parameter for the entire reporting period, do not leave the DMR blank. Instead, report one of the following No Data Indicator (NODI) codes that apply to your situation in the appropriate value field, and **provide an explanation as an attachment to the DMR:**

- A** Use if you are exempted from monitoring the parameter because of a General Permit condition.
- E** Use if all samples or results are not available for the reporting period due to equipment failure or because sample collection was overlooked or samples could not be collected for the parameter.
- GG** Use if your permit requires sample collection and analysis only under certain conditions and those conditions were not met during the reporting period (e.g., report chlorine results only when chlorination system is used).
- FF** Other: use if there is any reason for the absence of data that is not covered by those above.

If you have at least one result for a parameter, the value should be reported and not a NODI code.

**Calculations**

The following explains how to calculate statistical values that are commonly required by permits:

**Monthly Average** – For Loading (lbs/day), sum the total of daily loadings and divide by the number of samples during the month. To calculate the daily loading, multiply the daily concentration (mg/l) by the flow (MGD) on the date of sampling and a conversion factor of 8.34. For Concentration, sum the total of daily concentrations and divide by the number of samples.

**Weekly Average** – For Loading (lbs/day), sum the total of average daily loadings during each week of the reporting period (beginning on a Sunday and ending on a Saturday) and divide by the number of samples during the week. For Concentration, sum the total of daily concentrations each week and divide by the number of samples. Report the maximum weekly average on the DMR.

**Maximum Daily ("Daily Max")** – Report the maximum concentration or load measured during a 24-hour period during the reporting period; if multiple measurements are taken daily, include all data in the analysis.

**Instantaneous Maximum ("IMAX")** – Report the maximum result obtained by a grab sample for a specific pollutant over the entire reporting period covered by a DMR.

**Instantaneous Minimum ("Minimum")** – Report the minimum result obtained by a grab sample for a specific pollutant over the entire reporting period covered by a DMR.

**Total Monthly Load (lbs)** – Sum the total of average daily loadings, divide by the number of samples during the month, and multiply by the number of days in the month.

**Geometric Mean** – Report the average of a set of  $n$  sample results given by the  $n$ th root of their product. If any result is zero (0), substitute 1 for the calculation. For example, five samples were analyzed with the following results: 20, 300, 400, 500, and 0. The calculation of geometric mean is as follows (note that you will need to use the power function on a calculator):

$$\sqrt[5]{20 \cdot 300 \cdot 400 \cdot 500 \cdot 1} = \sqrt[5]{1,200,000,000} = (1,200,000,000)^{1/5} = 65$$

## Mark J. Shaw

---

**From:** Pachucki, Raveena K [DRBC] <Raveena.K.Pachucki@drbc.gov>  
**Sent:** Tuesday, July 9, 2024 3:47 PM  
**To:** Mark J. Shaw; Kovach, David [DRBC]  
**Cc:** 'Brian Book'  
**Subject:** RE: DOCKET NO. D-1974-091 CP-2 (Pocono Lakefront LLC - Wastewater Treatment Plant

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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Good afternoon Mark,

Thank you for sending the updated Contact information. I had a couple questions as I am drafting the docket, does the newly constructed WWTP have Stand by Power, Remote Alarm System, and an Emergency Management Plan? Any information is greatly appreciated.

Sincerely,

Raveena K. Pachucki  
Water Resource Scientist  
Delaware River Basin Commission  
Email: [Raveena.K.Pachucki@drbc.gov](mailto:Raveena.K.Pachucki@drbc.gov)



**Delaware River Basin Commission**

DELAWARE • NEW JERSEY  
PENNSYLVANIA • NEW YORK  
UNITED STATES OF AMERICA

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**From:** Mark J. Shaw <mshaw@mijb.com>  
**Sent:** Monday, July 8, 2024 1:14 PM  
**To:** Kovach, David [DRBC] <David.Kovach@drbc.gov>; Pachucki, Raveena K [DRBC] <Raveena.K.Pachucki@drbc.gov>  
**Cc:** 'Brian Book' <brian@cb3solutions.com>  
**Subject:** [EXTERNAL] RE: DOCKET NO. D-1974-091 CP-2 (Pocono Lakefront LLC - Wastewater Treatment Plant

David and Raveena,

Here is the updated Contact Information. Let me know if you need anything further on that.

As we discussed, the entity that will own and operate the treatment plant and associated wastewater system is now PL Utilities LLC, not Pocono Lakefront, LLC. Both are ultimately controlled by the same person, Jacob Goren, but PL

Utilities will be the PUC regulated entity for the wastewater system, while Pocono Lakefront will continue to be the developer of the townhomes. PL Utilities was referenced in the extension application.

PL Utilities LLC  
61 West 62nd Street, #22E  
New York, New York 10023  
Phone: 973-279-2050  
Email: [Jacob@empire-industries.com](mailto:Jacob@empire-industries.com)  
fax: 973-279-8987

Contact:  
Jacob Goren  
Managing Director  
40 Warren Street  
Patterson, NJ 07524  
Phone: 973-279-2050  
Email: [Jacob@empire-industries.com](mailto:Jacob@empire-industries.com)  
fax: 973-279-8987

Attorney  
Mark J. Shaw, Esq.  
MacDonald, Illig, Jones & Britton, LLP  
100State Street, Erie PA 16507  
Phone: 814-870-7607  
Email - [MShaw@mijb.com](mailto:MShaw@mijb.com)

Consultant  
Brian Book  
cb3 Solutions LLC  
1161 Seibert Road  
Bellefonte, PA 16823  
Phone: 814-470-0778  
Email: [Brian@cb3solutions.com](mailto:Brian@cb3solutions.com)

In terms of the follow-up items and the fee, I have a question. In reviewing the initial application, the consultant paid an estimated fee based on not only the construction of the WWTP, but also the development portion of the project, namely, the construction of 218 townhomes. His estimate at the time was \$12,143,000, which is what resulted in the payment of the fee of \$42,571.00. Are both items the "project" for purposes of the DRBC's review, or is it just the new treatment plant? Or did the consultant inadvertently include the land development in his project fee calculations? While the treatment plant has been constructed and is awaiting the various approvals to construct the physical connections to the existing wastewater collection system, no work has begun on the townhomes. Pocono Development continues to be the entity that will develop the townhomes.

Thanks.

Mark

**From:** Kovach, David [DRBC] <[David.Kovach@drbc.gov](mailto:David.Kovach@drbc.gov)>  
**Sent:** Tuesday, July 2, 2024 3:57 PM  
**To:** Mark J. Shaw <[mshaw@mijb.com](mailto:mshaw@mijb.com)>; Pachucki, Raveena K [DRBC] <[Raveena.K.Pachucki@drbc.gov](mailto:Raveena.K.Pachucki@drbc.gov)>  
**Cc:** 'Brian Book' <[brian@cb3solutions.com](mailto:brian@cb3solutions.com)>  
**Subject:** RE: DOCKET NO. D-1974-091 CP-2 (Pocono Lakefront LLC - Wastewater Treatment Plant

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Hi Mark,

Thanks for the information. We will get to work on the docket renewal for the project. Raveena will be in touch with you and the engineer if there is additional information that we need as part of the reissuance. As far as schedule is concerned, we will be targeting the November 2024 hearing for the draft docket with a decision in December 2024. You should see a draft docket by mid-October.

In the meantime, if you could provide updated contact information for PL Utilities, we will issue the docket in that name. Additionally, the current docket that has been administratively continued pending renewal of the docket (D-1974-091 CP-2) has certain follow-up conditions that need to be satisfied, which include conditions C.II.j., and q, concerning the construction completion form and fee rectification, and written certification that remote alarms and back-up power have been installed.

The construction completion form can be found at the below link:

<https://www.nj.gov/drbc/library/documents/projectreview/construction-completion-cert.pdf>

The estimated fee paid in 2014 was \$42,571.60.

Please call or write with questions,

David Kovach P.G.  
Project Review Manager  
Delaware River Basin Commission  
25 Cosey Road  
West Trenton, NJ 08628-0360  
609-477-7264  
[David.kovach@drbc.gov](mailto:David.kovach@drbc.gov)

**From:** Mark J. Shaw <[mshaw@mijb.com](mailto:mshaw@mijb.com)>

**Sent:** Tuesday, July 2, 2024 2:32 PM

**To:** Kovach, David [DRBC] <[David.Kovach@drbc.gov](mailto:David.Kovach@drbc.gov)>; Pachucki, Raveena K [DRBC] <[Raveena.K.Pachucki@drbc.gov](mailto:Raveena.K.Pachucki@drbc.gov)>

**Cc:** 'Brian Book' <[brian@cb3solutions.com](mailto:brian@cb3solutions.com)>

**Subject:** [EXTERNAL] RE: DOCKET NO. D-1974-091 CP-2 (Pocono Lakefront LLC - Wastewater Treatment Plant

Dave and Raveena,

I've had a chance to review things. I know we will need to do a name change from Pocono Lakefront to PL Utilities, which is the entity that will own and operate the sewer system and new treatment plant. I also have reviewed what was submitted by the prior engineer, and it appears to be complete. We are double checking things to confirm that nothing has changed since the filing in 2018, especially given that the treatment plant has been constructed.

As we discussed, the Act 537 Plan Amendment relating to the transfer of the sewer system from Deer Haven to PLU is under public comment and should be submitted to DEP by the end of this month or early next month. We are also discussing a COA with Pa DEP and Deer Haven relating to Deer Haven's compliance issues and PLU taking over the system with the new treatment plant. So things are moving forward in that direction.

What are the next steps we have to do at DRBC to move things forward?

Please note that I have copied Brian Book of cb3 Solutions, who is the engineer helping on this project.

Thanks.

Mark

**From:** Kovach, David [DRBC] <[David.Kovach@drbc.gov](mailto:David.Kovach@drbc.gov)>  
**Sent:** Friday, June 28, 2024 10:26 AM  
**To:** Mark J. Shaw <[mshaw@mijb.com](mailto:mshaw@mijb.com)>  
**Cc:** Pachucki, Raveena K [DRBC] <[Raveena.K.Pachucki@drbc.gov](mailto:Raveena.K.Pachucki@drbc.gov)>  
**Subject:** RE: DOCKET NO. D-1974-091 CP-2 (Pocono Lakefront LLC - Wastewater Treatment Plant)

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Hi Mark,

I am pleased to see that this is moving forward. Please see link to Project Review forms below:

<https://www.nj.gov/drbc/programs/project/docket-app-info.html>

[https://www.nj.gov/drbc/library/documents/projectreview/app\\_discharge.pdf](https://www.nj.gov/drbc/library/documents/projectreview/app_discharge.pdf)

Raveena (Cc'd) is the project lead.

David Kovach P.G.  
Project Review Manager  
Delaware River Basin Commission  
25 Cosey Road  
West Trenton, NJ 08628-0360  
609-477-7264  
[David.kovach@drbc.gov](mailto:David.kovach@drbc.gov)

**From:** Mark J. Shaw <[mshaw@mijb.com](mailto:mshaw@mijb.com)>  
**Sent:** Wednesday, June 26, 2024 2:33 PM  
**To:** Kovach, David [DRBC] <[David.Kovach@drbc.gov](mailto:David.Kovach@drbc.gov)>  
**Subject:** [EXTERNAL] DOCKET NO. D-1974-091 CP-2 (Pocono Lakefront LLC - Wastewater Treatment Plant)

Mr. Kovach,

I am writing regarding how to reinstate the decision at the above reference docket number, which expired on June 30, 2022. I represent Pocono Lakefront, LLC and its affiliated company PL Utilities, LLC. The decision related to a potential real estate development and a new Wastewater Treatment Plant to be constructed that would replace an aged and struggling existing wastewater treatment plant that would have the same flow capacity. The new plant has been constructed and after resolving a dispute between Deer Haven (the owner of the existing plant) and Pocono/PLU, the parties are trying to move forward to shut down the existing plant and replace it with the new plant. The timing is sensitive here as we are also getting approvals from the Pennsylvania Department of Environmental Protection, as well as the Pennsylvania Public Utility Commission. Any guidance you can provide would be greatly appreciated.

Feel free to call me to discuss further. I can be reached at 814-870-7607.

Thank you.

Mark J. Shaw, Esq.

---

**Mark J. Shaw**

MacDonald, Illig, Jones & Britton LLP

100 State Street, Suite 700

Erie, PA 16507-1459

Office: (814) 870-7607 / Fax: (814) 454-4647

[www.mijb.com](http://www.mijb.com)

[mshaw@mijb.com](mailto:mshaw@mijb.com)

[Bio](#)

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**ILLIG** ATTORNEYS



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