



McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

Adeolu A. Bakare
Direct Dial: 717.237.5290
Direct Fax: 717.260.1744
abakare@mcneeslaw.com

July 31, 2024

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
Harrisburg, PA 17120

VIA ELECTRONIC FILING

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, LLC; (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

Dear Secretary Chiavetta:

On July 18, 2024, responses to the Bureau of Technical Utility Services ("TUS") Set I, Nos. 2-8 and 36-37 were filed on behalf of Deer Haven, L.L.C. The July 18, 2024, filing omitted a Verification from Deer Haven, L.L.C. This filing amends the response to Nos. 3, 5-7 and 36. For completeness, the previously filed responses to Nos. 2, 4, 6, 8 and 37 are also restated here. A signed Verification is also attached.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adeolu A. Bakare'.

Adeolu A. Bakare
MCNEES WALLACE & NURICK LLC

Counsel to Deer Haven, L.L.C.

c: Clinton McKinley cmckinley@pa.gov (Bureau of Technical Utility Services)
Patrick Cicero, Office of Consumer Advocate ra-oca@paoca.org
Christine Hoover, Office of Consumer Advocate choover@paoca.org
NazAarah Sabree, Office of Small Business Advocate ra-sba@pa.gov
Sharon E. Webb, Office of Small Business Advocate swebb@pa.gov
Allison Kaster, Bureau of Investigation & Enforcement, akaster@pa.gov

Responses TUS Data Requests – Set 1

A-2. The Joint Application included 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: July 18, 2024

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 14th 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 IDEFINITIONS

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.

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

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" 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 ~~the~~ 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

Ghassan Mekkawy

Salah Mekkawy
Salah Mekkawy

Witness

Ghassan Mekkawy

Sam Shahar
Sam Shahar

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	<u>50.0 %</u>
	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.

Responses TUS Data Requests – Set 1

- 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.

Amended Response:

Based on my consultation with counsel that reviewed the PUC's records, 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: July 31, 2024

Responses TUS Data Requests – Set 1

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: July 18, 2024

Responses TUS Data Requests – Set 1

- 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.

Amended Response:

To the best of my knowledge, 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: July 31, 2024

Responses TUS Data Requests – Set 1

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

Amended Response:

Deer Haven has not completed federal tax returns for the stated years as a final federal tax return was filed in 2017. Additionally, Deer Haven does not generate income.

Response Provided by:

Date: July 31, 2024

Responses TUS Data Requests – Set 1

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

Amended Response:

Based on my consultation with counsel that reviewed the PUC's records, 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:

Date: July 31, 2024

Responses TUS Data Requests – Set 1

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 or affiliate companies.

Response Provided by:

Date: July 18, 2024

Responses TUS Data Requests – Set 1

- 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.

Amended Response:

Based on my consultation with counsel that reviewed the compliance history obtained from DEP, Attachment A-36 provides the requested information.

Response Provided by:

Date: July 31, 2024

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 <i>Minimum</i>	6.0 mg/L	5.5 mg/L
July 2019	CBOD ₅ <i>Average Monthly</i>	10.0 mg/L	19.0 mg/L
July 2019	Ammonia-Nitrogen <i>Average Monthly</i>	3.0 mg/L	13.0 mg/L

July 2019	Fecal Coliform <i>Geometric Mean</i>	200/100 mL	1,060/100 mL
July 2019	Fecal Coliform <i>Instantaneous Max</i>	1,000/100 mL	1,060/100 mL
July 2019	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	0.96 mg/L
August 2019	Dissolved Oxygen <i>Minimum</i>	6.0 mg/L	5.6 mg/L
August 2019	Fecal Coliform <i>Geometric Mean</i>	200/100 mL	238/100 mL
September 2019	Dissolved Oxygen <i>Minimum</i>	6.0 mg/L	4.8 mg/L
September 2019	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	0.8 mg/L
March 2020	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	<0.7 mg/L
April 2020	CBOD ₅ <i>Average Monthly</i>	10.0 mg/L	24.0 mg/L
April 2020	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	1.0 mg/L
May 2020	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	0.9 mg/L
May 2020	Ammonia-Nitrogen <i>Average Monthly</i>	3.0 mg/L	15.2 mg/L
June 2020	Dissolved Oxygen <i>Minimum</i>	6.0 mg/L	3.3 mg/L
June 2020	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	1.7 mg/L
July 2020	Dissolved Oxygen <i>Minimum</i>	6.0 mg/L	3.3 mg/L
July 2020	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	5.2 mg/L
August 2020	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	0.6 mg/L
September 2020	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	4.4 mg/L
January 2021	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	4.5 mg/L
March 2021	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	3.1 mg/L
July 2021	Fecal Coliform <i>Geometric Mean</i>	200/100 mL	326/100 mL
July 2021	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	3.1 mg/L
December 2021	Total Residual Chlorine <i>Average Monthly</i>	1.2 mg/L	1.4 mg/L
January 2022	Total Phosphorus <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 ₅	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:
 - 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
 - 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.
 - 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.

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 <i>Average Monthly</i>	0.5 mg/L	0.7 mg/L
March 2024	CBOD ₅ <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:

<u>Monitoring Period</u>	<u>Due Date</u>
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).

Responses TUS Data Requests – Set 1

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:

Date: July 18, 2024

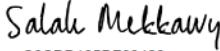
**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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	:	Docket Nos. A-2024-3049587
wastewater service to the public in Palmyra	:	A-2024-3049591
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	:	

VERIFICATION

I, Salah Mekkawy, a Member of Deer Haven, L.L.C., hereby state that the facts set above in the responses to TUS Data Request, Set I, Nos. 2, 4 and 8 and amended responses to Nos. 3, 5-7 and 36 are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Dated: July 31, 2024

DocuSigned by:

C6CDD485DF68428...

 Salah Mekkawy
 Member
 Deer Haven, L.L.C.