



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

Adeolu A. Bakare
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RECEIVED

August 1, 2024

AUG 1 2024

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

VIA ELECTRONIC FILING

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

**RE: Petition of Deer Haven, L.L.C. Requesting an Ex Parte Emergency Order Allowing Aqua Pennsylvania, Inc. to Act as a Receiver to Operate the Deer Haven Water and Sewer Systems
Docket No. P-2024-_____**

Dear Secretary Chiavetta:

Attached for filing with the Pennsylvania Public Utility Commission is the Petition of Deer Haven, L.L.C. Requesting an Ex Parte Emergency Order.

Please contact the undersigned with any questions regarding this filing. Thank you.

Very truly yours,

Adeolu A. Bakare
MCNEES WALLACE & NURICK LLC

Counsel to Deer Haven, L.L.C.

cc: Certificate of Service

08-01-2024

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the participants, listed below, in accordance with the requirements of Section 1.54 (relating to service by a participant).

VIA E-MAIL OR FIRST-CLASS MAIL

Office of Consumer Advocate 555 Walnut Street 5th Floor Forum Place Harrisburg, PA 17101-1923 ra-oca@paoca.org	Office of Small Business Advocate NazAarah Sabree Small Business Advocate Commonwealth of Pennsylvania Forum Place 555 Walnut Street, 1st Floor Harrisburg, PA 17101 ra-sba@pa.gov
Bureau of Investigation and Enforcement Allison C. Kaster, Esq. Pennsylvania Public Utility Commission Commonwealth Keystone Building P. O. Box 3265 Harrisburg, PA 17105-3265 akaster@pa.gov	Dept. of Environmental Protection Northeast Regional Office 2 Public Square Wilkes-Barre, PA 18701-1915 RA-epwater@pa.gov RA-epwaste@pa.gov
Dept. of Environmental Protection Rachel Carson State Office Building 400 Market Street Harrisburg, PA 17101 RA-epwater@pa.gov RA-epwaste@pa.gov	Pike County Planning Commission 506 Broad Street Milford, PA 18337 planning@pikepa.org
Pike County Commissioners 506 Broad Street Milford, PA 18337 mosterberg@pikepa.org rschmalzle@pikepa.org ccaceres@pikepa.org	Palmyra Township 115 Buehler Lane Paupack, PA 18451 administrator@palmyrapike.org

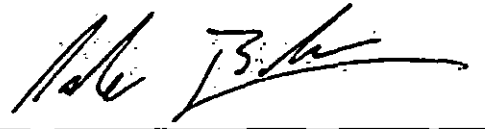
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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

33 AUG 2024
10:00 AM

Palmyra Township Planning Commission 115 Buehler Lane Paupack, PA 18451	Pocono Water Works, Inc. Joseph R. Bonamico Sr., President Box 189 Hamlin, PA 18427 jbona@aol.com
Mark Shaw – Counsel for Pocono Lakefront, Inc., Pocono Utilities, LLC Mark J. Shaw, Esq. MacDonald Illig 100 State St. Suite 700 Erie, PA 16507 mshaw@mijb.com	Aqua Pennsylvania Marc A. Lucca, President 762 W. Lancaster Avenue Bryn Mawr, PA 19010 MALucca@aquaamerica.com
Aqua Pennsylvania Kimberly Joyce, Esq. Vice President Regulatory Counsel & Corporate Secretary 762 W. Lancaster Avenue Bryn Mawr, PA 19010 KAJoyce@essential.co	



Adeolu A. Bakare
Counsel to Deer Haven, L.L.C.

Dated this 1st day of August, 2024, in Harrisburg, Pennsylvania.

RECEIVED

AUG 1 2024

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**Petition of Deer Haven, L.L.C. Requesting :
an Ex Parte Emergency Order Allowing Aqua :
Pennsylvania, Inc. to Act as a Receiver to : Docket No. P-2024-_____
Operate the Deer Haven Water and Sewer :
Systems :**

**PETITION OF DEER HAVEN, L.L.C.
REQUESTING AN EX PARTE EMERGENCY ORDER**

TO THE HONORABLE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

Deer Haven, L.L.C. ("Deer Haven") hereby respectfully requests that the Pennsylvania Public Utility Commission ("Commission") issue an Emergency Order allowing Aqua Pennsylvania, Inc. ("Aqua") to act as a receiver to operate the Deer Haven water and sewer systems consistent with the proposed Order that is attached.

In support thereof, the Deer Haven avers as follows:

I. INTRODUCTION

1. Deer Haven is a limited liability company organized under the provisions of the New Jersey Limited Liability Company Act. The company was formed on May 24, 2002, to do any and all lawful activities for which a business may be incorporated under the New Jersey Limited Liability Company Act and to operate and maintain a wastewater collection system and sewage treatment plant.

2. The wastewater collection system and sewage treatment plant as well as the water wells and distribution system were initially owned and operated by Edwin, Inc. and Edwin was subsequently acquired by Gerald G. Gawron, Jerome E. Gawron, Marcella A. Gawron. The PUC approved that transfer in 1999.

3. In 2004, Deer Haven entered into an agreement to acquire all of the Edwin common stock, together with all assets used and useful in the provision of wastewater and water distribution services to the public, including but not limited to, collection mains, pumps, treatment facilities, and all other equipment and facilities used by Edwin in its provision of wastewater services ("Sewer System") as well as the all assets used and useful in the provision of water distribution services to the public, including, but not limited to water distribution lines, wells, and all other equipment and facilities used by Edwin in the provision of water service ("Water System"). The PUC approved these transfers in or about 2008 at Docket Nos. A-210124 (Water) and A-230106 (Wastewater).

4. In or about 2004, Deer Haven and its affiliate Haven Development owned approximately 85 acres of property in Palmyra Township, Pike County, Pennsylvania (the "Property") that included the site where the wastewater treatment plant, the wastewater collection system, and the water distribution system was located in Palmyra Township, Pike County, Pennsylvania. The intent of Deer Haven and Haven Development at that time was to complete phased redevelopment of the area, including the construction of up to 365 dwelling units, as well as a new road, a new wastewater collection system and a Community Center (the "Project"). In addition, in one of the future phases of the Project, a new wastewater treatment plant was to be constructed to replace the existing plant.

5. In 2010, Deer Haven and Haven Development entered into a Purchase and Sale Agreement with Pocono Lakefront, LLC ("Pocono Lakefront") for the sale of the Property, including the land on which the Sewer and Water Systems are located. The parties closed on the Agreement, and Pocono Lakefront is the current owner of the Property. At the same time, Deer Haven and Pocono Lakefront entered into a Grant of Capacity and Option to Purchase Agreement

for the Sewer System and the Water System associated with the property subject to PUC approval. Under that Agreement, Deer Haven granted to Pocono Lakefront, its successors and assigns, the option to purchase the Sewer System and Water System for \$1.00, subject to approval by the PUC of the transfer of the Certificates of Public Convenience to Pocono Lakefront.

6. In 2014, as authorized by the Grant of Capacity and Option to Purchase Agreement, Pocono Lakefront and Deer Haven entered into a Purchase Agreement under which Pocono would purchase the Sewer and Water Systems subject to obtaining PUC approval. ("Utility Agreement"). See Appendix A. The Utility Agreement also allowed for Pocono to form a new company to hold the Certificate of Public Convenience once the new Sewer System has been constructed. Deer Haven was required to continue operating the Sewer System. With regards to the Water System, the Utility Agreement allowed for the operation of the Water System by another company, Pocono Water Works Co., Inc. ("Pocono Water Works")¹ pending the transfer of the Water System to Pocono Lakefront.

7. After numerous delays, and as a result of the settlement of a lawsuit in New Jersey, the Deer Haven and Pocono Lakefront now intend to move forward with the transfer of the Sewer System from Deer Haven to Pocono Lakefront or an entity formed by Pocono Lakefront for such purpose. In accordance with the Utility Agreement, PL Utilities, LLC ("PLU") was formed to own and operate the Sewer System upon transfer from Deer Haven. However, Pocono Lakefront has informed Deer Haven it no longer intends to take possession of the Water System, which is currently operated by Pocono Water Works.

¹ Pocono Water Works Co. Inc. is not affiliated with Pocono Lakefront, LLC, PLU, or Deer Haven.

Water System Request for Relief

8. Since 2014, Pocono Water Works, Inc. has operated as the de facto operator of the Deer Haven Water System, controlling billing, administrative operations, and maintenance. Deer Haven believes this relationship was intended to be memorialized through a contract with Pocono Lakefront but has no awareness of any such contract. Deer Haven believed that the Water System operations became solely the responsibility of Pocono Water Works, Inc. pursuant to the 2014 Agreement. However, in 2024, Pocono Water Works approached representatives for Deer Haven demanding payment for services rendered in operation of the Water System. Upon investigation, Deer Haven determined that despite having no operational involvement with the Water Plant for several years, it remained the owner of the PUC Certificate of Public Convenience.

9. On or around Monday, June 24, 2024, Deer Haven was notified of an outage of a recently installed well pump on the Water System. On June 26, 2024, the Pennsylvania Department of Environmental Protection ("DEP") issued a Notice of Violation attached hereto as Appendix B identifying multiple significant deficiencies at the Water System and directing Deer Haven to respond with a schedule for correcting the deficiencies by August 10, 2024 and to correct all significant deficiencies by October 24, 2024 ("June 26 NOV").

10. Deer Haven lacks the technical or financial resources to address the deficiencies identified in the June 26 NOV or to compensate Pocono Water Works for continued operation of the Water System. Deer Haven further understands the Pocono Water Works has continued invoicing and collecting payment from the Water System customers but intends to cease all administrative and operational activity related to the Water Plant as early as August 1, 2024, due to unsustainable shortfalls between operating income and operating expenses. Finally, the requested relief is not injurious to the public interest, but would serve the public interest by

preserving safe, adequate, and reasonably continuous service for the customers served by Deer Haven's Water System.

11. As a result, Deer Haven is unable to provide adequate, safe and reasonably continuous service without unreasonable interruption or delay. 66 Pa. C.S. § 1501. Immediate relief is required as the Water System is anticipated to be without an operator or administrative support as early as August 1, 2024. 52 Pa. Code § 3.2(b)(2). Irreparable injury will result absent relief as the Water System has already been cited for significant environmental deficiencies that are expected to continue absent corrective actions that Deer Haven is not equipped to undertake.

12. Aqua currently operates water facilities within close proximity to the Deer Haven Water System. As the second largest water and wastewater operator in the Commonwealth, Aqua possesses the technical and financial resources to safely and adequately operate the Deer Haven Water System. Accordingly, Deer Haven requests that the Commission issue an *Ex Parte* Emergency Order for Receivership immediately directing Aqua to take temporary receivership of the Deer Haven Water System and conduct all operational and administrative activities necessary to preserve reasonably continuous safe and adequate service until the impacted parties develop a long-term solution for the Water System.

Sewer System Request for Relief

13. In late 2015, following execution of the Utility Agreement, DEP issued Water Quality Management Permit No. 5215401 to Pocono Lakefront, allowing the construction of a new wastewater treatment plant ("WWTP") and associated sewer lines/connections. Construction of the new WWTP was significantly delayed followed execution of the Utility Agreement; but in 2023, the new WWTP was substantially completed.

14. Following the lengthy delay in constructing the new WWTP, Pocono Lakefront has since taken numerous steps towards securing regulatory approvals for transfer of the Sewer System from Deer Haven. On June 17, 2024, Pocono Lakefront and Deer Haven filed a Joint Application for Certificates of Public Convenience at PUC Dockets A-2024-3049587 and A-2024-3049591 seeking approvals necessary for the abandonment of Deer Haven's sewer service and the commencement of sewer service by Pocono Lakefront ("Application"). Deer Haven continues to support expeditious approval of the Pocono Lakefront Application. However, before Pocono Lakefront can begin operating the new WWTP, it must complete the Act 537 planning process and conclude ongoing negotiation of a three-party Consent Order and Agreement to address Deer Haven's prior environmental noncompliance. Deer Haven anticipates that these processes will remain ongoing through the end of the calendar year or longer. In the meantime, the Sewer System would remain exposed to additional violations as Deer Haven does not possess the resources to take corrective action in response to violations identified by DEP.

15. While the Utility Agreement explicitly designated Pocono Lakefront as the party responsible for paying for operation of the Sewer and Water Systems, the subsequent New Jersey Settlement directs Deer Haven to operate the Sewer System during an interim period while Pocono Lakefront secures the various regulatory approvals necessary for it to connect its new WWTP to the Sewer System and take over system operations, including the PUC Certificates of Public Convenience. With Sewer System revenues failing to cover operating expenses, Deer Haven has struggled to maintain the aged and distressed existing WWTP in compliance with DEP and PUC regulations. See Appendix C. To improve compliance efforts, Deer Haven hired Environmental Service Corp. ("ESC") to operate the Sewer System in the ordinary course in February 2024. However, since the New Jersey Settlement, the existing WWTP has suffered a tank leak requiring

costly repairs. Additionally, and unexpectedly, DEP has imposed daily sampling requirements above and beyond those identified in Deer Haven's NPDES permit. The monthly expense for retaining ESC and conducting the supplemental sampling required by DEP costs Deer Haven approximately \$7,000 per month. Through June, these expenses alone already far exceed the annual revenue from the Sewer System. As the mounting and unanticipated operational costs far outpace Deer Haven's financial resources, the company is challenged to stay current on monthly invoices. While ESC has continued to operate the Sewer System despite the challenging circumstances, Deer Haven remains at high risk of ESC withdrawing as plant operator. Additionally, due to the poor environmental compliance record, prior efforts to secure operator services proved extremely challenging.

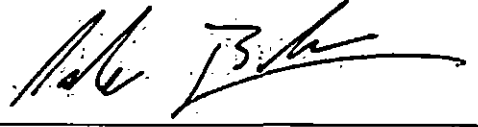
16. Aqua currently operates sewer facilities within close proximity to the Deer Haven Sewer System (the existing WWTP is located at 840 Route 507, Greentown, PA). As the second largest water and wastewater operator in the Commonwealth, Aqua possesses the technical and financial resources to safely and adequately operate the Deer Haven Sewer System. Accordingly, Deer Haven requests that the Commission issue an *Ex Parte* Emergency Order for receivership immediately directing Aqua to take temporary receivership of the Deer Haven Sewer System and conduct all operational and administrative activities necessary to preserve reasonably continuous safe and adequate service until Pocono Lakefront has secured all required regulatory approvals to consummate the transfer of the sewer utility assets to PLU.

II. CONCLUSION

WHEREFORE, Deer Haven respectfully requests that the Commission, immediately appoint Aqua Pennsylvania, Inc. as temporary receiver to ensure continued provision of water and sewer services to Deer Haven's customers

Respectfully submitted,

McNEES WALLACE & NURICK LLC

By 

Adeolu A. Bakare (Pa. I.D. 208541)
McNees Wallace & Nurick LLC
100 Pine Street
Harrisburg, PA 17101
717-232-8000
717-260-1730 (fax)
abakare@mcneeslaw.com

Dated: August 1, 2024

Counsel for Deer Haven, L.L.C.

AUG 1 2024

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**PURCHASE AGREEMENT**

THIS PURCHASE AGREEMENT is made this 16th day of December 2014, by and between **DEER HAVEN, LLC** and **POCONO LAKEFRONT, LLC**, and is based upon the following considerations:

WHEREAS, Deer Haven, LLC, (hereinafter "Seller") is the owner of certain assets comprising a sewage collection and treatment system, including a wastewater treatment plant, sewer collection lines, pump stations and discharge pipe, all of which are located in Palmyra Township, Pike County, PA, collectively referred to as the "Sewer System"; and

WHEREAS, Seller is also the owner of certain assets comprising a water distribution system, including three (3) wells and various water lines, all of which are located in Palmyra Twp., Pike Co., PA, collectively referred to as the "Water System"; and

WHEREAS, Seller holds a Certificate of Public Convenience for the Sewer System and a Certificate of Public Convenience for the Water System, both Certificates having been issued to Seller by the Pennsylvania Public Utility Commission (the "PUC"); and

WHEREAS, Pocono Lakefront, LLC (hereinafter "Purchaser") is the owner of approximately 100 acres of land, located in Palmyra Township, Pike County, PA and identified by Pike County Tax Parcel No. 071.04-01-03, which Purchaser acquired in November 2010 from Seller and Seller's affiliated company, Haven Development Company, LLC, (hereinafter "HDC"); and

WHEREAS, at the time that Purchaser acquired the Property from Seller and HDC, Seller and Purchaser entered into a "Grant of Capacity and Option to Purchase Agreement", dated November 8, 2010, which is recorded in Pike County Record Book 2350 at page 1862, hereinafter referred to as the "Capacity and Option Agreement" and

WHEREAS, the Capacity and Option Agreement granted Purchaser the option to acquire the Deer Haven Sewer Company, referred to as the Sewer System herein, as well as the Deer Haven Water Company, referred to as the Water System herein; and

WHEREAS, Purchaser has submitted a Land Development Plan to the Board of Supervisors of Palmyra Township, Pike County, PA (the "Township"), for a townhouse project, known as Pocono Lakefront Townhouses, to be developed on the Property (hereinafter the "Project") with sewage disposal for the Project to be handled by the Sewer System and water service to be provided by the Water System; and

WHEREAS, Purchaser has just obtained Preliminary Approval of its Land Development Plan from the Township on November 18, 2014 and is expecting approval of its Sewage Planning Module, including the new wastewater treatment plant, from both the PA DEP and the Delaware River Basin Commission ("DRBC") in December 2014; and

WHEREAS, Purchaser wishes to exercise its option to acquire the Sewer System and Water System from Seller and Seller agrees to transfer these Systems to Purchaser, subject to the terms and conditions set forth herein.

NOW THEREFORE, the parties hereto, each intending to be legally bound, do covenant and agree as follows:

1. The recitals set forth above are hereby incorporated by reference into the terms of this Agreement.
2. For consideration of One (\$1.00) Dollar, plus other valuable consideration more fully described in this Agreement, Seller agrees to sell and transfer its assets in both the Sewer System and Water System to Purchaser. This sale shall be subject to approval by the PUC of Certificates of Public Convenience, (hereinafter "Certificate" or "Certificates") being issued to the new company or companies to be formed by Purchaser, for both the Sewer System and Water System, and shall also be subject to the terms and conditions of this Agreement.
3. Purchaser, or the company or companies established or designated by it, shall apply to the PUC for Certificates for both Systems once it has received Preliminary Approval of its Land Development Plan from the Township. The costs of applying to the PUC and of obtaining the Certificate(s) shall be at the sole expense of Purchaser. Seller agrees to cooperate with the Purchaser in applying to the PUC and obtaining the Certificate(s) and will promptly execute all necessary documents and, if required, appear at any proceedings.
4. Purchaser shall have the right, but not the obligation, to assign its right to acquire the Water System to Pocono Water Works Company, Inc. ("PWWC") and also designate the PWWC to act as the applicant for the PUC Certificate for the Water System, provided PWWC is willing to do so and is also willing to make improvements to the existing wells and water distribution system, which are consistent with the Purchaser's plans for the development of the Property. This will necessitate Purchaser entering into a separate agreement with PWWC, prior to the PUC application, which is satisfactory to the Purchaser, in its sole discretion.
5. Once Purchaser has confirmed that it is agreeable to the Conditions for Preliminary Approval of its Land Development Plan set by the Township, and until such time as the Certificates are issued by the PUC to the company or companies established (or designated) by Purchaser, the Purchaser shall be responsible for the costs involved in operating the Sewer System, from the date of the Township approval forward. It is understood that PWWC is operating the Water System and shall continue to do so and that it shall continue to be responsible for the costs of operating the Water System during this period.
6. Once this Agreement is executed, Purchaser shall also obtain insurance on the Wastewater Treatment Plant ("WWTP") that is a part of the Sewer System, naming the Purchaser as the Insured and Palmyra Township, Pike County, PA (the "Township") as an Additional Insured; it being understood that if the WWTP is damaged or destroyed, any claim

paid shall go tot the Purchaser and/or the Township and no proceeds of any insurance claim shall be paid to the Seller from such policy.

7. As additional consideration to Seller for this Agreement, Purchaser, on behalf of the new company to be formed that will hold the Certificate for the Sewer System (the "Company"), hereby agrees that once the new Sewer System has been constructed as part of the Project, if Company chooses to sell or transfer the Sewer System to a third party, or the controlling ownership in the Company, Purchaser/Company will give Shmuel Shahar a first option to acquire the Sewer System, for the same terms and conditions that the Sewer System is to be offered to a third party, hereinafter referred to as the "Original Offer". Shahar shall have 30 days, after being given written notice of the Original Offer, to accept the terms of the Original Offer and enter into an agreement with the Company and to close within an additional 60 days. If Shahar elects not to accept the Original Offer, then Purchaser/Company shall be free to enter into a contract with a third party for the same financial terms and conditions set forth in the Original Offer. In the event that Purchaser/Company should reduce the financial terms offered to a third party for the sale or transfer of the Sewer System by more than five (5%) percent of the Original Offer, hereinafter referred to as the "Amended Offer", then Purchaser/Company shall notify Shahar of the Amended Offer and Shahar shall have 30 days, after being given written notice of the Amended Offer, to match such terms and enter into an agreement with Purchaser/Company to acquire the Sewer System. If Shahar elects not to match the Amended Offer, then Purchaser/Company shall be free to enter into a contract with the third party for the same financial terms and conditions set forth in the Amended Offer. This Right of First Option being granted to Shahar is personal to him and shall not be assignable. The Right of First Option granted to Shahar shall be subject to approval by the PUC of the transfer of the Certificate of Public Convenience.

8. Purchaser shall have option to terminate this Agreement if the PUC has not granted approval of the Certificates of Public Convenience for both the Sewer System and the Water System within one (1) year of the date of this Agreement.

9. This Agreement may be executed in counterparts, including in facsimile and electronic formats (including portable document format (.pdf)), each of which is an original and all of which constitute one and the same instrument.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and date first
above written.

SELLER:
DEER HAVEN, LLC

by:


Shmuel Shabar, Manager

PURCHASER:
POCONO LAKEFRONT, LLC,

by:


Jacob Goren, Manager



Jun 26, 2024

NOTICE OF VIOLATION

SAM SHAHAR
41 ELM ST STE 1C
MORRISTOWN, NJ 07960-7205
Violation ID #: 8191990, 8191991, 8191993

RECEIVED

Re: Violations Identified During Inspection
DEERHAVEN WHITE BEAUTY VIEW ES
PWS ID No. 2520110
Palmyra Township, Pike County

AUG 1 2024

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Dear Water Supplier:

On Jun 26, 2024, an inspection of the above facility found the following violation(s):

1. Description: FAILURE OR SIGNIFICANT INTERRUPTION IN 4-LOG TREATMENT OF VIRUSES FOR A GROUNDWATER SOURCE
Citation: 25 PA Code, §109.1307(a)(1)(ii)
2. Description: FAILURE OF A PUBLIC WATER SYSTEM TO OBTAIN A PERMIT
Citation: 25 PA Code, §109.501
3. Description: OTHER VIOLATIONS DEEMED TO BE SIGNIFICANT DEFICIENCIES
Citation: 25 PA Code, §109.4

The Department has determined that these violation(s) meet the definition of a significant deficiency or are contributing to a significant deficiency as described in Title 25 Pa. Code § 109.1 of the Department's regulations. Regulatory requirements for responding to a significant deficiency are contained in Title 25 Pa. Code § 109.717.

In order to comply with Title 25 Pa. Code Chapter 109, it is recommended you:

- By Jul 26, 2024: Consult with the Department regarding the appropriate corrective action.
- By Aug 10, 2024: Respond in writing to significant deficiencies, indicating how and on what schedule the system will address significant deficiencies.
- By Oct 24, 2024: Correct all significant deficiencies.

SAM SHAHAR

- 2 -

Jun 26, 2024

- Notify the Department that a deficiency has been corrected within 30 days of completion of the corrective action.

Any violation of Title 25 Pa. Code 109 could result in further enforcement action, including civil and criminal penalties. Each day the violation continues constitutes a separate offense.

This Notice of Violation is neither an order nor any other final action of the Department of Environmental Protection. It neither imposes nor waives any enforcement action available to the Department under any of its statutes. If the Department determines that an enforcement action is appropriate, you will be notified of the action.

If you have any questions concerning this matter, please contact me at mseese@pa.gov or 570-895-4040.

Sincerely,

MARY ANN SEESE

WATER SUPPLY INSPECTION REPORT

Facility Name DEERHAVEN WHITE BEAUTY VIEW ES	PWSID No 2520110	Inspection Date 2024-06-26
Facility Location RT 507 ON LAKE WALLEMPACK GREENTOWN, PA 18426	County Pike	Municipality Palmyra
Responsible Officials Name SAM SHAHAR	Telephone: (973) 610-1661	
	System Type: Community	Population: 53
Certified Operator Name BONAMICO JOSEPH R SR	Field Order Number: ----	
	Issue Date (mm/dd/yy): ----	

Person(s) Interviewed

Name: Joe Bonamico	Title: Operator
Name: Joe Dotter	Title: HOA president
Name: Sam Shahar	Title: Owner

eFACTS info

Inspection ID: 3786012	Inspection Type: WSEME
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Violations

<p>A2D - 25 PA Code, §109.1307(a)(1)(ii)</p> <p>WTP:301 - ESTATES</p> <p>Remarks: FAILURE OR SIGNIFICANT INTERRUPTION IN 4-LOG TREATMENT OF VIRUSES FOR A GROUNDWATER SOURCE</p>
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<p>B5A - 25 PA Code, §109.501</p> <p>WTP:301 - ESTATES</p> <p>Remarks: FAILURE OF A PUBLIC WATER SYSTEM TO OBTAIN A PERMIT Must replace leaking buried CT tank with like tank and permitted booster pumps or obtain an engineer to change the design and submit a new permit to change the design.</p>
<p>B6A - 25 PA Code, §109.4</p> <p>WTP:301 - ESTATES</p> <p>Remarks: OTHER VIOLATIONS DEEMED TO BE SIGNIFICANT DEFICIENCIES Failure to provide appropriate contact time under the Groundwater rule.</p>
<p>B6G - 25 PA Code, §109.704 Continued</p> <p>WTP:301 - ESTATES</p> <p>Remarks: FAILURE TO MAINTAIN AN APPROPRIATELY CERTIFIED OPERATOR</p>
<p>B8A - 25 PA Code, §109.301 Continued</p> <p>DS:001 - PALMYRA TWP</p> <p>Remarks: CHRONIC FAILURE TO MONITOR Water system was required to take distribution sample for Asbestos (Analyte 1094). E.P. Asbestos was taken. Also due is the nonmonitor PN for the missing Asbestos sample. Fill out and distribute the PN and send copy to DEP to return system to compliance.</p>

Outstanding Violations

<p>B8A - 25 PA Code, §109.301</p> <p>Remarks: CHRONIC FAILURE TO MONITOR Water system was required to take distribution sample for Asbestos (Analyte 1094). E.P. Asbestos was taken. Also due is the nonmonitor PN for the missing Asbestos sample. Fill out and distribute the PN and send copy to DEP to return system to compliance.</p>
<p>A1 - 25 PA Code, §109.4</p> <p>Remarks: CIRCUMSTANCES EXIST WHICH ADVERSELY AFFECT THE QUANTITY OR QUALITY OF WATER System out of water about 21:00 hrs last evening. No certified water operator replacement has occurred and certified water gave his notice for midnight on 2/15/2024.</p>
<p>B6G - 25 PA Code, §109.704</p> <p>Remarks: FAILURE TO MAINTAIN AN APPROPRIATELY CERTIFIED OPERATOR</p>

General Comments

Upon arrival at the well site, Cresswell team had pulled the well pump and determined that the shaft inside of the pump had broken due to flooded fiberglass expansion tank causing well to constantly call for water. This well pump was recently installed in February 2024. The expansion tank was not replaced in February, even tho it was known at the time it was not working properly. This PWS was put on a Boil Water PN in February due to loss of water pressure and has not been removed from BW, nor has the BW been reissued on a monthly basis. Monthly 'D' samples have continued to be taken which have been negative for total coliform.

The well driller was also replacing the corroded metal pipe that the new well pump was attached to. The piping used to replace the metal is 120 PE in 20 ft. Sections. The depth to pump setting is about 420 ft.. The flooded expansion tank is to be replaced during this callout.

Joe Dotter, President of the HOA, was not home. Request was made to him to distribute the Public Notice (PN) to the customers of the PWS (Public Water System) regarding the 4-log Boil Water issue. The certified water operator, Joe Bonamico, had been contacted by this inspector and Mr. Bonamico had stated that he was not going to be onsite and that he had submitted DEP Form 302 stating his termination of services as certified water operator to Deer Haven LLC/ White Beauty View Estates earlier in the year. This inspector has not seen or been aware of this form submittal. An email had been sent in mid-February stating this was Mr. Bonamico's intent if a signed contract wasn't forthcoming.

Sam Shahar was at Pine Crest Marina and this inspector had a Field Order which needed to be delivered to a responsible official of Deer Haven LLC or the certified water operator. Joe Bonamico said he was no longer the certified water operator since May 15th, but was handling this situation for Sam Shahar as a courtesy. Sam told this inspector that he did not know that Joe Bonamico was no longer his water operator. Sam requested that I send the Field Order #24-24-1247-002 to his attorney, Adeolu Bakare, 1-717-576-5081, abakare@mcneeslaw.com which this inspector will copy Mr. Shahar in the email along with this inspection report.

Signatures

Received by(Print Name): Sam Shahar	Unable To Receive Signature: Not on site to write report
Investigator (Print Name): MARY ANN SEESE	

AUG 1 2024

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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.1.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;
 - o The structurally questionable pipe repair between the two clarifiers had not been addressed and;
 - o 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).

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VERIFICATION

I, Salah Mekkawy, hereby depose and state that I am a member of Deer Haven, L.L.C. and that the averments set forth in the foregoing Petition of Deer Haven, L.L.C. Requesting an Ex Parte Emergency Order are true and correct to the best of my knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to intentional falsification to authorities.

Dated: July 31, 2024

DocuSigned by:
Salah Mekkawy
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Salah Mekkawy
Member
Deer Haven, L.L.C.

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