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FEB 25 2025 PM2:06

February 25, 2025

**VIA HAND DELIVERY**

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

**Re: *Joint Application of Hurlbut Family Partnership and PWF | High Meadows, LLC d/b/a High Meadows under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa.C.S. § 1102(a), for Approval, Nunc Pro Tunc, of (1) the Transfer, by Sale, of Substantially all of the Wastewater Assets of Hurlbut Family Partnership to PWF | High Meadows, LLC d/b/a High Meadows; (2) the right of PWF | High Meadows, LLC d/b/a High Meadows to provide wastewater service to the public in a limited portion of Allegheny Township, Westmoreland County, Pennsylvania, primarily in High Meadows Mobile Home Park; and (3) the abandonment by Hurlbut Family Partnership of wastewater service to the public in a limited portion of Allegheny Township, Westmoreland County, Pennsylvania, primarily in High Meadows Mobile Home Park***

**Docket No. A-2025-\_\_\_\_\_**

**Docket No. A-2025-\_\_\_\_\_**

**Docket No. A-2025-\_\_\_\_\_**

Dear Secretary Chiavetta:

Enclosed please find a Joint Application *Nunc Pro Tunc* of Hurlbut Family Partnership d/b/a High Meadows Mobile Home Park and PWF | High Meadows, LLC d/b/a High Meadows for filing with the PUC. Confidential exhibits are included with this Joint Application and have

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Rosemary Chiavetta, Secretary  
February 25, 2025  
Page 2

been separated and marked confidential and should not be included for public view. A copy has been served upon all interested parties per regulatory requirements. Thank you.

Sincerely yours,



Benjamin C. Dunlap, Jr.

BCD:klg

Enclosures

cc: All Parties on Certificate of Service

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: Joint Application of Hurlbut Family Partnership and PWF | High Meadows, LLC d/b/a High Meadows under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa.C.S. § 1102(a), for Approval, *Nunc Pro Tunc*, of (1) the Transfer, by Sale, of Substantially all of the Wastewater Assets of Hurlbut Family Partnership to PWF | High Meadows, LLC d/b/a High Meadows; (2) the right of PWF | High Meadows, LLC d/b/a High Meadows to provide wastewater service to the public in a limited portion of Allegheny Township, Westmoreland County, Pennsylvania, primarily in High Meadows Mobile Home Park; and (3) the abandonment by Hurlbut Family Partnership of wastewater service to the public in a limited portion of Allegheny Township, Westmoreland County, Pennsylvania, primarily in High Meadows Mobile Home Park

Docket No. A-2025-\_\_\_\_\_  
A-2025-\_\_\_\_\_  
A-2025-\_\_\_\_\_

**RECEIVED**

FEB 25 2025

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

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**JOINT APPLICATION *NUNC PRO TUNC* OF HURLBUT FAMILY PARTNERSHIP  
d/b/a HIGH MEADOWS MOBILE HOME PARK AND PWF | HIGH MEADOWS, LLC  
d/b/a HIGH MEADOWS**

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TO THE HONORABLE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

Hurlbut Family Partnership d/b/a High Meadows Mobile Home Park, (the "Seller") and PWF | High Meadows, LLC d/b/a High Meadows (the "Buyer") (individually, an "Applicant" and collectively, the "Joint Applicants"), hereby respectfully request that the Pennsylvania Public Utility Commission ("PUC" or "Commission") issue such Certificates of Public Convenience ("Certificates") as may be necessary to evidence its approval, *nunc pro tunc*, under Section 1102(a) of the Pennsylvania Public Utility Code ("Code"), 66 Pa.C.S. § 1102(a), of: (1)

the transfer, by sale, of substantially all of the wastewater assets of the Seller to the Buyer; (2) the right of the Buyer to provide wastewater service to the public in a limited portion of Allegheny Township, Westmoreland County, Pennsylvania, in the High Meadows Mobile Home Park ("High Meadows MHP") and to 16 single family residences in and adjacent to the High Meadows Residential Development ("High Meadows RD"); and (3) the abandonment by the Seller of wastewater service to the public in a limited portion of Allegheny Township, Westmoreland County, Pennsylvania, in the High Meadows MHP and High Meadows RD. In support of this Joint Application, the Joint Applicants represent as follows:

The Parties

1. The name and address of the Joint Applicants are:

Hurlbut Family Partnership d/b/a High Meadows Mobile Home Park  
Dean Hurlbut, Manager  
4751 Kendor Drive  
Lower Burrell, PA 15068

PWF | High Meadows, LLC d/b/a High Meadows  
Brian Langenmayr, Manager  
31400 Fairview Road  
Chagrin Falls, OH 44022

2. The name and address of the Joint Applicants' attorney is:

Benjamin C. Dunlap, Jr., Esquire (PA ID # 66283)  
Cohen Seglias Pallas Greenhall & Pallas, PC  
240 North Third Street  
7<sup>th</sup> Floor  
Harrisburg, PA 17101  
Telephone: (717) 480-5303  
Email: [bdunlap@cohenseglias.com](mailto:bdunlap@cohenseglias.com)

3. Seller is a Pennsylvania partnership d/b/a High Meadows Mobile Home Park. It is a certificated provider of wastewater service to the public, PA Public Utility Commission Number A-230001, in a limited portion of Allegheny Township, Westmoreland County,

Pennsylvania, in the High Meadows MHP and High Meadows RD. It received its certificate by Opinion entered September 20, 1989, *In re: Application of HIGH MEADOWS MOBILEHOME PARK to begin to offer and furnish collection and treatment of sewage to residential lots adjoining High Meadows Mobilehome Park, Allegheny Township, Westmoreland County.*

4. Seller received authorization to add one additional service location to its sanitary sewage collection system in 2011. The additional location is adjacent to the High Meadows Residential Development at 4807 Garvers Ferry Road, Lower Burrell, PA. The location had a failing septic system and the High Meadows RD collection lines are located in the rear of the property. Authority to add the additional location was approved by the PUC in *In re: Application of High Meadows Mobile Home Park for approval to begin to offer, render, furnish or supply wastewater service to the public in an additional territory in Allegheny Township, Westmoreland County, Pennsylvania* (Docket No. A-2011-2245835, Order entered August 12, 2011).

5. PWF | High Meadows, LLC is an Ohio limited liability company. Attached as **Exhibit A** are its Foreign Registration Statement and Registration of Fictitious Name filings with the Pennsylvania Department of State. Neither Buyer, nor any affiliate of Buyer, is presently certificated by the Commission to provide public utility service to the public for compensation in Pennsylvania. Buyer is primarily engaged in the business of owning, improving and managing mobile home communities.

#### The Transaction

6. Seller formerly owned the mobile home community known as High Meadows Mobile Home Park in Allegheny Township, Westmoreland County, Pennsylvania.

7. Buyer purchased the Seller’s real estate and personal property pursuant to the Purchase and Sale Agreement effective December 15, 2023 between Seller and Buyer (the “Agreement”) (**CONFIDENTIAL**), as amended by the First Amendment to Purchase and Sale Agreement effective February 5, 2024 (the “Amendment”) (**CONFIDENTIAL**) (as amended, the “PSA”). The PSA, together with the Deed for the property, are included in **Exhibit B**. Among other things, Buyer purchased the Seller’s wastewater system (the “System”), which provides service to approximately 87 customers in a residential community known as High Meadows Mobile Home Park, the High Meadows Residential Development and one adjacent property.

8. High Meadows was sold as a package for \$1,400,000, with 100% allocated to Real Estate and 0% to Goodwill, Personal Property and Business Enterprise Value. The current value of the wastewater system (“System”) was valued by its former owner at \$238,655 in its 2023 Class A, B and C Wastewater Company PUC Annual Report (“Seller’s 2023 PUC Annual Report”). However, Buyer estimates that the total replacement cost of the System, including all equipment, buildings, underground infrastructure including pipe, manholes and installation of same, is approximately \$500,000.

9. The purchase price paid for the High Meadows MHP was combined for loan purposes. The purchase price was financed as follows:

<u>Source of Funds</u>	<u>Amount</u>
Down Payment	\$ 420,000
<u>Bank Mortgage</u>	<u>\$ 980,000</u>
Total	\$1,400,000

Buyer estimates the book value for the System is about \$280,000 of the purchase price.

10. Given that the purchase price paid for the assets was combined for loan purposes and booked as stated above, Buyer calculates that the loans associated with the System total \$196,000 and are held by Five Star Bank in California.

11. Closing on the Transaction occurred on May 24, 2024.

12. Through an administrative oversight, Buyer and Seller failed to obtain appropriate Certificates from the Commission prior to closing on the Transaction. The Joint Applicants hereby request that the Commission issue the Certificates *nunc pro tunc*.

Requirements of 52 Pa. Code §3.501

13. Business Plan. As a purchaser of an existing wastewater system, Buyer is not required to prepare a business plan pursuant to 25 Pa. Code § 109.503(a)(3) (relating to public water system construction permits).

14. Plant in service.

a. The Applications of High Meadows MHB filed on April 17, 1989, at Docket A-230001, and on May 27, 2011, at Docket No. A-2011-2245835, as well as the Order entered August 12, 2011, in the latter proceeding, describe the history of the System. The System began operations in 1970 under a prior owner. Records for the System (including records regarding the original costs of the facilities, the dates that facilities were installed, and the source of funds for the facilities) are incomplete. Buyer has not completed an original cost study and does not currently have plans to complete one.

b. The System's wastewater treatment assets include a wastewater treatment plant ("WWTP") located in the High Meadows MHP and serving both the High Meadows MHP

(up to 71 mobile homes on leased lots), the High Meadows RD (16 residences on privately owned lots).

c. The System's collection system consists of 8-inch concrete and PVC main lines, 4-inch concrete and PVC lateral lines and concrete block manholes.

d. At the treatment plant, wastewater comes into a trash basket and then into an equalization tank. There are two grinder pumps in the equalization tank alternating back and forth. These pumps are operated from a control panel that is automated. Wastewater from the equalization tank is then pumped into a primary settling tank. At this point, waste sludge is removed and wastewater flows into rotation reactors. Then it goes into a secondary settling tank and the sludge is removed. The wastewater is then treated with an ultra-violet (UV) lighting system before exiting the plant into an unnamed stream.

e. The sludge holding tank is pumped out and hauled away by CWM Environmental, a licensed sludge hauler. The current estimated cost per year to remove sludge is approximately \$4,600.

15. Service area.

a. A map of Seller's existing certificated service territory is attached as **Exhibit C**. Buyer requests authority to serve the same certificated service territory.

b. **Exhibit D** is a diagram of the System's facilities.

16. Customers. The High Meadows MHP is a bulk customer that provides wastewater service to up to 71 individual lots in the mobile home community. The provision of wastewater service to each individual mobile home is added to the lot rent paid by each mobile home tenant. In addition, the System currently provides service to 16 residential-class customers. No additional customers are expected to be connected to the System in the next ten

years. The Permitted Flow of the System is 0.026 mgd. In 2024, the System treated 3,439,672 gallons. Additional information about the capacity of the System is contained in the permits that the Department of Environmental Protection (“DEP”) issued to High Meadows MHP for the System. See ¶ 19(a), *infra*. The System has been adequately meeting the wastewater treatment and disposal needs of the homes within the service area for decades and there does not appear to be reason to question the adequacy of the System.

17. Rates.

a. Attached as **Exhibit E** is a proposed Initial Tariff for Buyer. Under the new tariff rates, each residential customer in the High Meadows RD will be charged a flat \$50.05 per month for wastewater service and the High Meadows MHP will be charged a flat \$3,553.55 per month, with charges of \$50.05 made in addition to the monthly lot rent for each of the maximum 71 lots.

b. Under the tariff currently in effect for Seller, each residential customer in the High Meadows RD is charged a flat \$15.05 per month for wastewater service in addition to their monthly lot rent and the High Meadows MHP is charged a flat \$1,068.55 per month. These charges have not been increased since Seller received approval for its initial tariffs in 1989, resulting in an annual operating loss of \$17,705, according to Seller’s 2023 PUC Annual Report Comparative Income Statement – Revenues and Expenses (Schedule 400).

c. The increase will cover the current operating loss as well as cover additional charges of \$25,200 for the qualified wastewater operator (which services were previously provided by one of the Seller’s partners) and about \$4,800 annually for electric costs to run the system (which costs were not previously charged to the system). See Seller’s

2023 PUC Annual Report, Schedule 407, line 8). The new tariff charges will result in an estimated net income of \$426, as delineated on Exhibit E.

d. For comparison purposes, the proposed new rates are the same as those for wastewater services in the neighboring City of New Kensington, shown in the supporting information for the Initial Tariff in **Exhibit E**.

e. Residences in the High Meadows MHP and High Meadows RD will be informed of the proposed rate increase pursuant to paragraph 30 below.

18. Cost of Service. Attached as **Exhibit F (CONFIDENTIAL)** are the two most recent (2023 and 2022) federal income tax returns of Hurlbut Family Partnership.

19. Proof of Compliance.

a. Attached as **Exhibit G** are copies of the permits that DEP has issued to High Meadows MHP for the System. Buyer is currently working with an engineer to handle the discharge permit transfer.

b. The System will be operated by a qualified wastewater operator, Lee Burt of Burt's Creative Solutions Inc., Permit Number PA0034185. Attached as **Exhibit H** is the operator's certificate. The operator may change over time, but Buyer commits to always having a licensed wastewater operator run the System.

c. There are no Department of Environmental Protection ("DEP") outstanding compliance or operational issues with Seller. The DEP issued a minor violation for high effluence on February 20, 2020, after a standard inspection of the Seller's System. The violation did not require any immediate action, but did request that if effluent levels remained high, Seller should investigate for possible causes and take necessary steps to reduce/eliminate the non-complying discharges. The Buyer does not have a compliance history with DEP.

d. The Seller is current with its annual and quarterly reports as well as the Security Planning and Readiness report filing requirements of the Commission.

20. Affected Persons. The Joint Applicants aver that, to their knowledge, information and belief, there is no public utility, municipality, municipal authority, corporation or association providing wastewater service within the requested service territory. Seller has an agreement with Allegheny Township that if the Township should provide wastewater service to the service territory in the future, Seller will abandon the provision of such services. Buyer assumed this agreement upon the Closing of the Transaction.

#### Applicable Legal Standards – Fitness

21. When considering a transaction such as the one presently at issue before the Commission, the party receiving the assets and service obligation must be technically, legally and financially fit. *Joint Application of Peoples Natural Gas Co. LLC, Peoples TWP LLC, and Equitable Gas Co., LLC*, 2013 WL 6073343 \*55 (Pa. PUC 2013), *adopted*, 309 P.U.R. 4th 213 (2013). To show legal fitness, Buyer must demonstrate that it has obeyed the Code and Commission Regulations and Orders. *Re Perry Hassman*, 55 PA PUC 661 (1982), 1982 WL 213195 (Pa. PUC 1982). To show financial fitness, Buyer must demonstrate that it has sufficient financial resources to provide the proposed service. *Hassman, supra*. Finally, to show technical fitness, Buyer must demonstrate that it has sufficient staff, facilities and operating skills to provide the proposed service. *Hassman, supra*.

22. Legal Fitness. There are no pending legal proceedings that would suggest that Buyer is not legally fit to provide safe and adequate service. Buyer is not currently and has not been the defendant in a criminal or civil proceeding in the last five years. Moreover, Buyer has

never had a Certificate suspended or revoked by the Commission. Buyer has not been involved in any Commission proceedings, or any other administrative proceedings in the Commonwealth of Pennsylvania filed by a customer, regulatory agency, or prosecutor within the last five years. Buyer will comply with the Code and all existing and future Commission Regulations and Orders regarding wastewater systems.

23. Technical Fitness.

a. As stated previously, Buyer has retained a licensed wastewater operator to operate the System. In addition, Buyer has made a commitment to always have a licensed wastewater operator run the System.

b. Although Buyer is not a regulated public utility, it has contracted with a licensed contractor to operate the wastewater treatment plant. It has in-house expertise and experience in constructing, repairing and improving real estate, including underground utilities. It has the equipment to install pipe and has experience in doing so.

c. Finally, the portion of the System in the High Meadows RD subject to Commission jurisdiction is a collection system. Buyer has the ability and equipment to detect and repair leaks in the collection system in a timely manner.

24. Financial Fitness. Buyer is on solid financial footing. It is an on-going business that owns, manages and improves real estate. It has the financial backing of multiple banks and the cash flow from real estate to manage the System.

Applicable Legal Standards – Affirmatively Promoting  
the Public Interest in Some Substantial Way

25. The transfer of the System from Seller to Buyer affirmatively promotes the public interest in a substantial way. The System is a small wastewater system, only a portion of which

is subject to Commission jurisdiction. It is in the public interest that the entire System be owned and operated by a single entity rather than separate parts of the wastewater system being owned by different parties. Since Buyer will own the WWTP in the High Meadows MHP, it is in the public interest that Buyer also own the associated collection system that is subject to Commission jurisdiction.

26. Seller is a small company, whose owners wish to retire. Under these circumstances, it is in the public interest to permit them to transfer the System to new owners who are able to provide reasonable and adequate service at just and reasonable rates.

27. The Transaction will be fair to ratepayers. A licensed wastewater operator will operate the System and the Buyer proposes a tariff to cover its costs that is in line with the rates charged by other local municipal wastewater services.

#### Abandonment of Wastewater Service by Seller

28. Upon closing on the Transaction, Seller ceased providing regulated wastewater service to the public in a limited portion of Allegheny Township, Westmoreland County, designated herein as High Meadows RD.

29. Seller acknowledges the need for Commission approval, pursuant to 66 Pa.C.S. §§ 1102(a)(2) and 1102(a)(3), to abandon its wastewater service responsibility in a limited portion of Allegheny Township, Westmoreland County, designated herein as High Meadows RD. Seller requests that the Commission permit it to abandon the provision of wastewater service in this limited portion of Allegheny Township, Westmoreland County, on the condition that the Commission approves the Transaction and approves Buyer's request to begin furnishing wastewater service in lieu of Seller.

Notice and Service of the Application

30. In accordance with 52 Pa. Code § 3.501(d), after filing this Application, the Joint Applicants will provide actual notice of the filing of this Application to each of its wastewater customers by first class mail or personal delivery. The Joint Applicants will provide the Commission with a verification that such notice has been given.

31. The Joint Applicants are providing, via certified mail – return receipt requested, a complete copy of the Application with all non-confidential exhibits to: (i) Westmoreland County, (ii) the Westmoreland County Planning Office, (iii) Allegheny Township, (iii) the Allegheny Township Planning Commission; (iv) DEP's central and regional offices and (v) Allegheny Township Municipal Authority. In addition, the Joint Applicants are providing, via email, a complete copy of the Application with all exhibits to: (a) the Office of Consumer Advocate, (b) the Office of Small Business Advocate and (c) the Commission's Bureau of Investigation and Enforcement.

32. In compliance with 52 Pa. Code § 3.501(d), the Joint Applicants will publish the notice of application, furnished by the Secretary of the Commission, in a newspaper of general circulation for Allegheny Township. Such publication will be made daily for a period of two weeks and the Joint Applicants will furnish the Commission with proof of said publication.

Conclusion


WHEREFORE, for the foregoing reasons, Hurlbut Family Partnership d/b/a High Meadows Mobile Home Park and PWF | High Meadows, LLC d/b/a High Meadows jointly request that the Pennsylvania Public Utility Commission approve this *Nunc Pro Tunc* Application and order that:

(1) the Secretary's Bureau issue such Certificates of Public Convenience as may be necessary to evidence its approval under 66 Pa.C.S. § 1102(a) of: (a) the transfer, by sale, of substantially all of Hurlbut Family Partnership d/b/a High Meadows Mobile Home Park's assets, properties and rights related to its wastewater system to PWF | High Meadows, LLC d/b/a High Meadows; (b) PWF | High Meadows, LLC d/b/a High Meadows's right to begin to offer or furnish wastewater service to the public in a limited portion of Allegheny Township, Westmoreland County, Pennsylvania, known as High Meadows Residential Development; and (c) Hurlbut Family Partnership d/b/a High Meadows Mobile Home Park's right to abandon the provision of wastewater service to the public in a limited portion of Allegheny Township, Westmoreland County, Pennsylvania, known as High Meadows Residential Development;

(2) PWF | High Meadows, LLC d/b/a High Meadows be permitted to file the tariff supplement attached hereto as **Exhibit E**, effective as of the date of approval of this Joint Application;

(3) any other approvals or certificates as may be necessary to lawfully consummate the Transaction described herein be granted and issued.

Respectfully submitted,  
**COHEN SEGLIAS PALLAS  
GREENHALL & FURMAN, PC**

By:   
**Benjamin C. Dunlap, Jr., Esquire**  
Supreme Court I.D. #66283  
240 North Third Street, 7<sup>th</sup> Floor  
Harrisburg, PA 171101  
Telephone: (717) 480-5303  
Email: [bdunlap@cohenseglias.com](mailto:bdunlap@cohenseglias.com)

*Counsel for Hurlbut Family Partnership d/b/a High Meadows Mobile Home Park and PWF | High Meadows, LLC d/b/a High Meadows*

Dated: February 25, 2025

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FEB 25 2025 PM 2:07

**VERIFICATION**

I, Brian Langenmayr, Manager, PWF | High Meadows, LLC, in the foregoing proceeding, make the following statement subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsifications to authority, and do state that as Manager for PWF | High Meadows, LLC, I am authorized to make this statement on behalf of PWF | High Meadows, LLC, and that the facts set forth in the foregoing **“Joint Application”** are true and correct to the best of my knowledge, information and belief.

DocuSigned by:  
*Brian Langenmayr*  
Brian Langenmayr

Date: 2/24/2025

VERIFICATION

to the Applicant

*Alan Nott*

2-12-25

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## **List of Exhibits**

### **Exhibit:**

- A. Corporate filings for PWF | High Meadows, LLC d/b/a High Meadows
- B. Transaction Documents (**CONFIDENTIAL**) and Deed
- C. Map of Service Territory and Legal Description
- D. Diagram of System
- E. Proposed Initial Tariff
- F. Federal Income Tax Returns for 2022 and 2023 of Hurlbut Family Partnership (**CONFIDENTIAL**)
- G. Department of Environmental Protection Permits for the System
- H. Operator's Permit

RCVD PUC SEC BUR  
FEB 25 2025 PM2:08

# EXHIBIT A



0013809319

B0679-8816 04/17/2024 12:52 PM Received by Pennsylvania Department of State



**COMMONWEALTH OF PENNSYLVANIA**  
 Department of State  
 Bureau of Corporations and Charitable Organizations  
 PO Box 8722  
 Harrisburg, Pennsylvania 17105-8722  
**FOREIGN REGISTRATION STATEMENT**  
 Fee: \$250

Pennsylvania Department of State

**-FILED-**

File #: 0013809319  
 Date Filed: 4/17/2024

**DSCB:15-412 (rev. 2/2017)**

In compliance with the requirements of 15 Pa.C.S. § 412 (relating to foreign registration statement), the undersigned foreign association hereby states that:

Foreign Business Type	
Filing type	Foreign Limited Liability Company
LLC filing type	Limited Liability Company
Association Name	
The full and proper name of the foreign association as registered in its jurisdiction of formation is	PWF I HIGH MEADOWS, LLC
Business name in Pennsylvania	PWF I HIGH MEADOWS, LLC
Effective Date	
The filing shall be effective when filed with the Department of State	
Additional Information	
Jurisdiction of Formation	OHIO
Select one of the following	The association may not have series.
The street address of the association's principal office.	
Principal Office Address	4519 KENNY ROAD COLUMBUS, OH 43220
The mailing address of the association's principal office.	
Mailing Address	4519 KENNY ROAD COLUMBUS, OH 43220
Home Jurisdiction Addresses	
Select one	The association's home jurisdiction requires the association to maintain a street and mailing address in that jurisdiction.
Home Jurisdiction Street Address	SHAMUS B. CASSIDY, ESQ. 7650 RIVERS EDGE DRIVE SUITE 101 COLUMBUS, OH 43235
Home Jurisdiction Mailing Address	SHAMUS B. CASSIDY, ESQ. 7650 RIVERS EDGE DRIVE SUITE 101 COLUMBUS, OH 43235
Registered Office	
The name of the commercial registered office provider and the county of venue is	
PennCorp Servicegroup, Inc. Commercial Registered Office Provider	
Venue and Publication County	DAUPHIN
Additional provisions, if any	
Additional provisions	PWF I High Meadows, LLC - OSOS GS - 20240417.pdf

I qualify for a veteran/reservist-owned small business fee exemption (see help)

Electronic Signature

IN TESTIMONY WHEREOF, the above-named association has caused this Foreign Registration Statement to be signed by a duly authorized representative

Full Name	Title	Date
Shamus B Cassidy	Attorney of Record	04/17/2024



0013815324

B0681-1053 04/23/2024 9:27 AM Received by Pennsylvania Department of State



**COMMONWEALTH OF PENNSYLVANIA**  
 Department of State  
 Bureau of Corporations and Charitable Organizations  
 PO Box 8722  
 Harrisburg, Pennsylvania 17105-8722  
**REGISTRATION OF FICTITIOUS NAME**  
 Fee: \$70

Pennsylvania Department of State

**-FILED-**

File #: 0013815324  
 Date Filed: 4/23/2024

**DSCB: 54-311 (rev. 2/2017)**

In compliance with the requirements of 54 Pa.C.S. § 311 (relating to registration), the undersigned entity(ies) desiring to register a fictitious name under 54 Pa.C.S. Ch. 3 (relating to fictitious names), hereby state(s) that:

## Fictitious Name

Fictitious name High Meadows

## Additional Information

A brief statement of the character or nature of the business or other activity to be carried on under or through the fictitious name is: Real estate management company

The applicant is familiar with the provisions of 54 Pa.C.S. § 332 (relating to effect of registration) and understands that filing under the Fictitious Names Act does not create any exclusive or other right in the fictitious name.

The address, including number and street, if any, of the principal place of business (P.O. Box alone is not acceptable):

Address 4519 KENNY ROAD  
 COLUMBIA, OH 43220  
 Franklin

## Individuals interested in the business

Full Name	Address
None Entered	

## Associations interested in the business

Name of organization	Form of Organization	Formation Locale	Principal Office	Registered Office Address
PWF I HIGH MEADOWS, LLC Foreign Limited Liability Company Principal Office Address 4519 KENNY ROAD COLUMBUS, OH 43220 Commercial Registered Office Provider PennCorp Servicegroup, Inc. State or Country of Origin OHIO			None	None

## Agents

Full Name
None Entered

## Additional provisions, if any

I qualify for a veteran/reservist-owned small business fee exemption (see help)

Electronic Signature

IN TESTIMONY WHEREOF, the undersigned have caused this Application for Registration of Fictitious Name to be executed.

*Shamus B. Cassidy, Esq., Attorney of Record*

*04/23/2024*

PWF | HIGH MEADOWS, LLC

Date

# **EXHIBIT B**

**RECEIVED**

**FEB 25 2025**

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

Frank Schiefer

Westmoreland County

Transaction #: T20240011019  
Customer: SIMPLIFILE ERECORD SERVICE  
Clerk: CARRIE  
Page Count: 7  
Party1: HURLBUT FAMILY PARTNERSHIP  
Party2: PWF I HIGH MEADOWS LLC

Instrument #: **202405310013114**



Recorded Date: 5/31/2024 9:33:20 AM  
Document Type: DEED

Municipality / School District  
ALLEGHENY TWP  
KISKI

Percentage Tax  
100% \$6,975.00  
\$6,975.00

Local Tax Total: \$13,950.00

PA Transfer Tax: \$13,950.00

**Total Taxes: \$27,900.00**

**Total Recording Fees: \$195.25**

**Total: \$28,095.25**

**OFFICIAL RECORDING COVER PAGE**

**PLEASE DO NOT DETACH**

**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**



I hereby CERTIFY  
that this document is recorded  
in the RECORDERS OFFICE  
of Westmoreland County  
Pennsylvania

*Frank Schiefer*

Frank Schiefer - Recorder of Deeds

UPI 42-01635-00000  
MAP 42-08-00-0-008  
UPI 42-01651-00000  
MAP 42-08-02-0-006  
UPI 42-01640-00000  
MAP 42-08-02-0-002  
UPI 42-01644-00000  
MAP 42-08-02-0-009  
UPI 42-01637-00000  
MAP 42-08-02-0-007

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**THIS DEED**

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Made on May 22, 2024.

**BETWEEN**            **DEAN HURLBUT**, Managing Partner of **THE HURLBUT FAMILY PARTNERSHIP**, a Pennsylvania general partnership, having its principal office in Westmoreland County, Pennsylvania,

Party of the first part, and

**PWF I High Meadows, LLC**, an Ohio limited liability company,

Party of the second part:

**WITNESSETH**, that the said party of the first part, in consideration of the sum of One Million Three Hundred Ninety-Five Thousand and No/100 Dollars (~~\$1,395,000.00~~) and other good and valuable consideration, paid to it by the party of the second part, receipt of which is hereby acknowledged, does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns,

**TRACK 1:**

**ALL** that tract or parcel of land situate in Allegheny Township, Westmoreland County, Pennsylvania, and being more particularly described as follows:

**BEGINNING** at a point on the northerly line of the Wildcat Public Road a 33 foot right-of-way, at its intersection with the westerly line of Lot #15 in the High Meadows Mobile Home Park; thence along the northerly line of Wildcat Public Road South 76° 47' 30" West a distance of 691 feet to a point; thence along the boundary line of High Meadows Mobile Home Park South 48° 17' 30" West a distance of 252.78 feet to a point; thence along the line dividing the property of High Meadows Mobile Home Park and now or formerly of Robert G. Haberman North 47° 03' 20" West a distance of 430.02 feet to a point; thence along the northerly line of High Meadows Mobile Home

Park and property now or formerly of Armstrong and Call North 38° 40' 00" East a distance of 1,732 feet to a point on land now or formerly of Napeirkowski; thence South 51° 20' East a distance of 336.97 feet to a point on a line of land of Lot #9 in the High Meadows Mobile Home Park; thence along the northeasterly line of Lots #9, 10, 11, 12 in said Park South 15° 32' 30" West a distance of 550.58 feet to a point on the dividing line between Lot #12 and Lot #13 in said Plan; thence along the land (northerly) of Lot #13 South 27° 53' 10" West 79.85 feet to a point; thence along the westerly line of Lot #13 South 62° 42' 30" East a distance of 75.41 feet to a point on the easterly line of Krisvue Drive and the northerly line of Lot #14 in said Plan to a point at the dividing line between Lot #14 and Lot #15 in said Plan; thence along the westerly line of Lot #15 in said Plan South 13° 12' 30" East, a distance of 240.00 feet to a point on the northerly line of Wildcat Public Road at the place of beginning.

BEING Tax Map No. 42-08-00-0-008.

BEING Parcel 1 conveyed unto The Hurlbut Family Partnership by Deed from Kenneth L. Hurlbut and Dorothy J. Hurlbut, husband and wife, dated December 30, 1999, and recorded February 14, 2003, at Instrument No. 200302140011990.

**TRACK 2:**

ALL that tract or parcel of land situate in Allegheny Township, Westmoreland County, Pennsylvania, known as Lot #13 in the High Meadows Plan as recorded in the Recorder of Deeds Office of Westmoreland County in Plan Book Volume 31, page 53.

BEING Tax Map No. 42-08-02-0-006.

BEING part of Parcel 2 conveyed unto The Hurlbut Family Partnership by Deed from Kenneth L. Hurlbut and Dorothy J. Hurlbut, husband and wife, dated December 30, 1999, and recorded February 14, 2003, at Instrument No. 200302140011990.

**TRACK 3:**

ALL that tract or parcel of land situate in Allegheny Township, Westmoreland County, Pennsylvania, known as Lot #9 in the High Meadows Plan as recorded in the Recorder of Deeds Office of Westmoreland County in Plan Book Volume 31, page 53.

BEING Tax Map No. 42-08-02-0-002.

BEING Parcel 3 conveyed unto The Hurlbut Family Partnership by Deed from Kenneth L. Hurlbut and Dorothy J. Hurlbut, husband and wife, dated December 30, 1999, and recorded February 14, 2003, at Instrument No. 200302140011990.

**TRACK 4:**

ALL that tract or parcel of land situate in Allegheny Township, Westmoreland County, Pennsylvania, known as Lot #3 in the High Meadows Plan as recorded in the Recorder of Deeds Office of Westmoreland County in Plan Book Volume 31, page 53.

BEING Tax Map No. 42-08-02-0-009.

BEING Parcel 4 conveyed unto The Hurlbut Family Partnership by Deed from Kenneth L. Hurlbut and Dorothy J. Hurlbut, husband and wife, dated December 30, 1999, and recorded February 14, 2003, at Instrument No. 200302140011990.

**TRACK 5:**

ALL that certain tract, parcel or piece of land situated in the Township of Allegheny, County of Westmoreland and Commonwealth of Pennsylvania, being Lot Number 14 in the High Meadows Plan as recorded in Plan Book Volume 31, page 53, in the Recorder's Office of Westmoreland County, Pennsylvania, and more particularly bounded and described as follows:

BEGINNING at a point on the southerly line of Krisvue Drive, a 40-foot wide street or road in said plan, at the intersection of this parcel and other lands of prior Grantors, said point being the northwesterly corner of the parcel being conveyed; thence along the dividing line between Lot 14 and other lands now or formerly of Hurlbut, aforesaid, South 27° 17' 30" West, 210.53 feet to a point, said point being the northwesterly corner of Lot 15 and the southwestly corner of Lot 14 in said plan; thence along the dividing line between Lots 14 and 15, North 76° 21' 40" East, 132.35 feet to a point on said dividing line; thence continuing along said dividing line, South 86° 35' East, 60.00 feet to a point on the westerly line of Kenlee Drive, a 40-foot wide street or road in said Plan; thence along the westerly line of Kenlee Drive by a curve to the right having a radius of 120 feet an arc distance of 50.00 feet to a point; thence North 27° 17' 30" East, 30.97 feet to a point; thence by a curve to the left having a radius of 20 feet, an arc distance of 31.42 feet to a point on the southerly line of Krisvue Drive; thence along the southerly line of Krisvue Drive, North 62° 42' 30" West, 124.59 feet to a point on the southerly line of Krisvue Drive, the POINT OF BEGINNING.

ALSO GRANTING TO THE GRANTEES THE RIGHT TO USE ANY EXISTING ROADS AND STREETS IN SAID PLAN TO ACCESS THE ADJACENT PUBLIC ROADS.

UNDER AND SUBJECT TO GRANTS, COVENANTS, EASEMENTS, AND EXCEPTIONS AS RECORDED IN PRIOR DEEDS AND INSTRUMENTS OF RECORD.

BEING Tax Map No. 42-08-02-0-007.

BEING a portion of the property conveyed to prior Grantors by Deed of Joseph Brestensky, et ux., et al., dated October 18, 1957, and recorded in Deed Book Volume 1681, page 128. ALSO BEING the same premises conveyed to The Hurlbut Family Partnership by Deed of Kenneth L. Hurlbut and Dorothy Jean Hurlbut, his wife, dated January 9, 2003, and recorded February 14, 2003, at Instrument No. 200302140011989.

*The scrivener of this deed did not have the benefit of a recent survey on the above-described properties in preparing this deed and, therefore, is making no assurances as to the state of the titles, the descriptions to these properties, or the "marketability" of the same.*

**PURSUANT TO §405 OF THE SOLID WASTE MANAGEMENT ACT OF 1980, THE GRANTOR HEREBY STATES THAT GRANTOR HAS NO KNOWLEDGE OF ANY HAZARDOUS WASTE WHICH IS PRESENTLY BEING DISPOSED OF OR HAS EVER BEEN DISPOSED OF ON THE ABOVE-DESCRIBED LANDS OR ANY PART THEREOF.**

With the appurtenances: **TO HAVE AND TO HOLD** the same unto and for the use of the said party of the second part, its successors and assigns forever.

And the said party of the first part, for itself and its successors and assigns covenants with the said party of the second part, its successors and assigns against all lawful claimants the same and every part thereof to **Warrant Specially and Defend.**

**NOTICE-THIS DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO**



**NOTICE** - THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, IS/ ARE FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 166 § 1.

Witness the signature of the Party of Second Part on May 23, 2024.

ATTEST:

PWF I High Meadows, LLC

*Nicole Shriver*

By: *[Signature]* (SEAL)

*Brian Langenmayer*  
*manager*

Certificate of Residence

I, *Nicole Shriver, Agent*, hereby certify that the precise residence of the Grantee is:

4519 Kenny Road  
Columbus, OH 43220

*Nicole Shriver*  
Attorney/Agent for Grantee

# EXHIBIT C

RECEIVED

FEB 25 2025

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU



# EXHIBIT D

RECEIVED

FEB 25 2025

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

ELEV. 1089.63

GEO-35 REACTORS

ELEV. 1067.58

ELEV. 1085.95

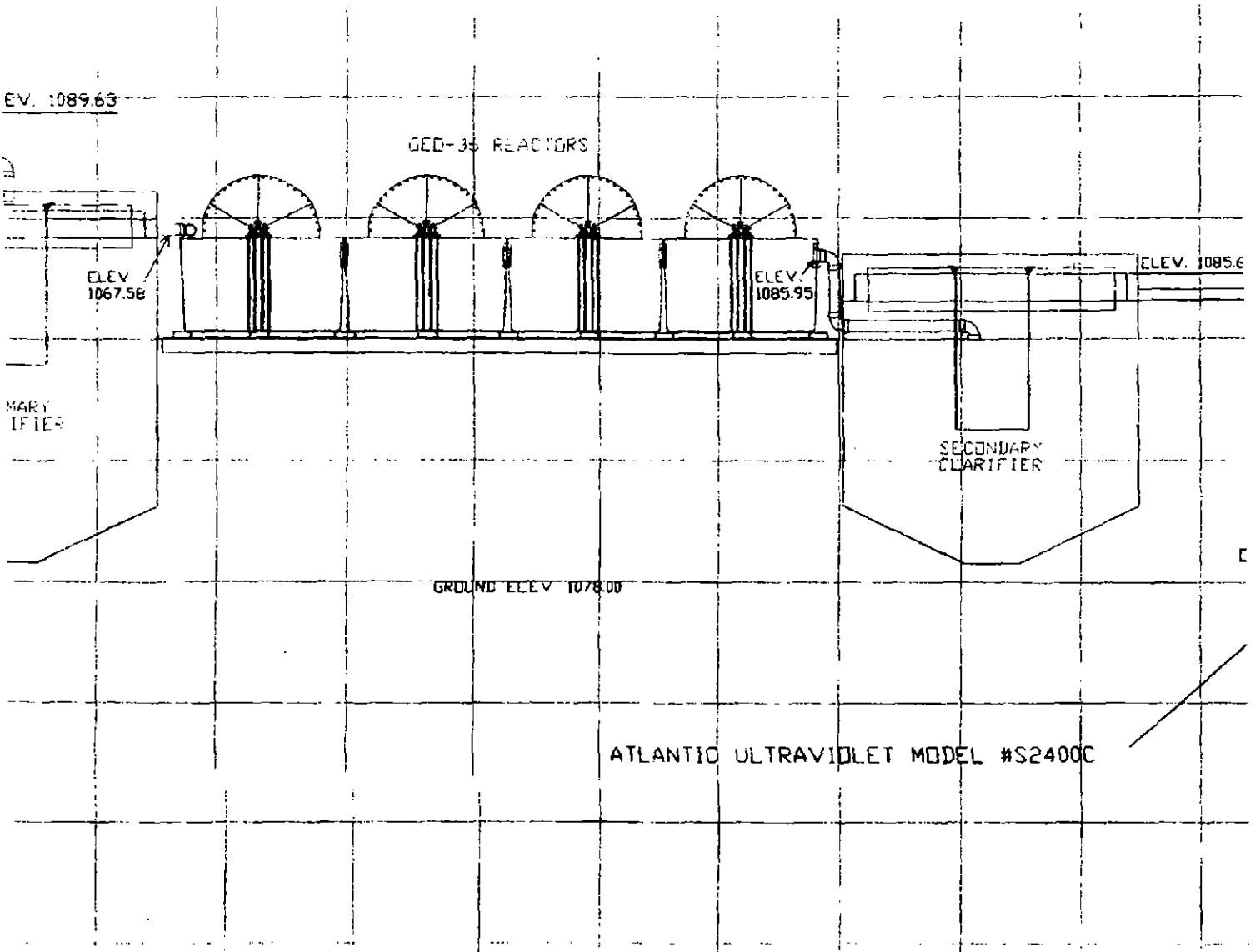
ELEV. 1085.6

PRIMARY  
CLARIFIER

SECONDARY  
CLARIFIER

GROUND ELEV. 1078.00

ATLANTIC ULTRAVIOLET MODEL #S2400C



# EXHIBIT E

RECEIVED

FEB 25 2025

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

PWF | High Meadows, LLC  
d/b/a High Meadows  
Initial Tariff

Residential Customers (subject to PUC jurisdiction) – 16 at \$50.05 flat rate per month

High Meadows Mobile Home Park (not subject to PUC jurisdiction) –  
\$3,553.55 per month, with charges of \$50.05 made in addition to the monthly  
lot rent for each of the maximum licensed 71 lots

Support for Proposed Initial Tariff Rates

Anticipated Annual Revenue - \$52,252

Expenses\*

Sludge Removal	\$ 4,555
Chemicals	\$ 576
Legal and Professional Fees	\$ 1,177
Testing	\$ 6,000
Other Maintenance	\$ 7,500
Insurance	\$ 1,432
Communication Services	\$ 487
Mailing	\$ 99
Licensed Operator Annual Fees	\$25,200
Electric	\$ 4,800
Total Wastewater Operation & Maintenance Expenses	\$51,826
Total Revenue	\$52,252
Total Expenses	<u>\$51,826</u>
Net Income	\$426

\* Expenses taken from Seller's 2023 Class A, B and C Wastewater Company PUC Annual Report, Schedule 407, for Sludge Removal, Chemicals, Legal and Professional Fees, Testing, Insurance and Communication Services. Licensed Operator Annual Fees based on contractual rates and Contractor's Testing estimate (attached); Electric estimate based on anticipated increased cost from prior year; and Other Maintenance based on anticipated decreased costs.

## LEGAL NOTICE

### MUNICIPAL SANITARY AUTHORITY OF THE CITY OF NEW KENSINGTON

Effective **January 1, 2024**, customers in New Kensington will notice an increase in billing for their sewage services. This rate increase is required to facilitate sewer line repairs and equipment improvements within the City of New Kensington, along with repairs to the sewage treatment plant. The Pennsylvania Department of Environmental Protection has mandated some of these projects.

The following schedule of rates has been authorized by the Municipal Sanitary Authority of the City of New Kensington for the various classes of service:

#### The Municipal Sanitary Authority Of the City of New Kensington

##### Minimum Sewage Rates Based on \$10.01/100 Cubic Feet Sewage Rates for Consumption over Minimum Usage Based on \$10.01/100 Cubic Feet

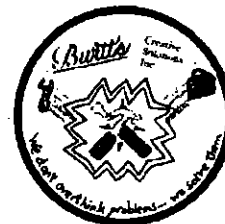
Meter Size	Cubic Feet Minimum (Quarterly)	Minimum Rate (Quarterly)	Cubic Feet Minimum (Monthly)	Minimum Rate (Monthly)
5/8 inch	1500	\$150.15	500	\$50.05
3/4 inch	2900	\$290.29	967	\$96.80
1 inch	4000	\$400.40	1333	\$133.43
1 1/4 inch	5900	\$590.59	1967	\$196.90
1 1/2 inch	7900	\$790.79	2633	\$263.56
2 inch	16500	\$1,651.65	5500	\$550.55
3 inch	36000	\$3,603.60	12000	\$1,201.20
4 inch	80800	\$8,088.08	26933	\$2,695.99
6 inch	148500	\$14,864.85	49500	\$4,954.95

Flat Rate for Customers without City Water - \$150.15 / Quarter

The Security Deposit - \$150.00

\*All Rates Effective on Bills Rendered After January 1, 2024

Burt's Creative Solutions Inc.  
327 N MCKEAN ST. FL3  
(724) 801-0074  
burtsinc@gmail.com



AUGUST 12, 2024

**Dennis Steck**  
PWF I High Meadows, LLC  
P.O. Box 20208  
Columbus, OH 43220

**Proposal: High Meadows Wastewater Treatment Plant Operation and Analytical Services**

Dear Dennis,

Thank you for the opportunity to submit this proposal for the High Meadows Wastewater Treatment Plant. Based on the review of your system, Burt's Creative Solutions Inc (BCS) has tailored this proposal to provide a cost-effective solution for the regular operation of your wastewater treatment facility. This proposal is intended to provide a detailed description of the work BCS will perform and includes the following sections:

- 1.0 Scope of Work
- 2.0 Cost
- 3.0 Terms and Conditions Proposal

**1.0 Scope of Work**

In order to provide the required level of operation, maintenance, and sampling services for the High Meadows WWTP, a BCS operator will visit your facility seven times per week. BCS will be on call twenty-four (24) hours per day, seven (7) days per week to respond to any alarms or events at the treatment plant.

### ***General Contract Services***

- a) Provide Client with a licensed Wastewater Treatment Plant Operator and Backup Operator certified by the State of Pennsylvania Department of Environmental Protection under Act 322 (Pennsylvania Sewage Treatment Plant and Waterworks Operators Certification Act).
- b) BCS shall maintain records onsite (sampling schedules, field readings, operator notes, equipment calibrations, supply orders).
- c) BCS shall undertake general house-keeping procedures to make sure facility is well maintained and presentable at all times.
- d) BCS shall not be responsible for maintenance or repair of collection system.
- e) BCS shall collect and test all routine samples (2 per month) as required by the current NPDES permit included in the monthly cost. Non-routine sampling and analyses shall be performed as required to stay in compliance and billed to the client.
- f) Analytical results shall be submitted on the NPDES PAGREENPORT site by BCS to PA DEP. Copy of reports will be provided to the client.
- g) BCS shall be available for any inspection by PA DEP personnel for the entirety of such inspection.
- h) BCS shall provide a monthly operations report and attend board meetings upon request.
- i) BCS shall implement proper energy conservation practices.
- j) BCS shall provide a safe working environment.
- k) Non-routine maintenance services and major repairs approved by the client shall be based on time and materials and quoted per BCS customary rate schedule.
- l) Emergency service call outs (M-F \$95 per hour, weekends \$150 per hour, holiday \$200 per hour) with a four (4) hour minimum per call out.

### ***Wastewater Routine Operation***

- a) Check the influent basket for proper operation; remove and dispose of rags and accumulations.
- b) Check equalization pumps for proper operation, pull and clean as needed.
- c) Check floats for proper operation and height. Clean off grease, rags, and debris that might be on them and dispose of properly.
- d) Visually check operation of aeration system for even air distribution and no dead spots, adjust air flow to diffusers and pull and clean as needed.
- e) Check primary and secondary clarifiers for proper flow and distribution.
- f) Check fixed film media drums for proper operation.
- g) Check return operation and return rate.

- h) Check surface skimmers and adjust as needed.
- i) Waste sludge as required and decant sludge tank to thicken sludge for disposal.
- j) Have thickened sludge hauled away and disposed of properly, billed to the client.
- k) Check aeration blower and service per manufacturer's recommendations (includes checking oil levels – add oil as necessary, greasing, and checking belts for wear). Belt replacements and annual oil changes can be performed as additional work.
- l) Pull and clean air intake filters, replace as needed. Filters will be provided as an additional cost.
- m) Inspect facility generator (oil, air filter, transfer switch, battery, and fuel level), exercise and check for proper operation. Change oil, filters, and battery as required as additional work.
- n) Insure proper disinfection is being provided at all times. Clean and replace UV lights as required. UV lights, sleeves, and components will be replaced as additional work.
- o) Ensure proper feed of chemicals as required for optimum plant performance (chemicals would be an additional charge billed to the client, BCS will due its due diligence in keeping the costs as low as possible).
- p) Check the flow recorder and record totalizer readings.
- q) Insure that all general housekeeping practices are followed and that a clean environment is maintained at the facility.
- r) BCS is able to make repairs and maintenance of various equipment of the plant, rates vary with complexity (\$45/hr for general maintenance up to \$95 for electrical wiring/diagnostics). If BCS is unable to make repairs, efforts to provide contacts of businesses that specialize in said repairs will be supplied, if possible.

Should the operator encounter equipment failure or a biological upset of the treatment process, BCS will notify Client and recommend a course of action to bring the wastewater treatment plant into compliance with the NPDES permit requirements.

## 2.0 Cost

### Monthly Operations:

4 days a week (Tues-Fri)	\$2100.00
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Lab tests average around \$500 a month. And we charge \$100 per day for normal plant operations.

BCS will invoice on a monthly basis for work performed. Any invoices that are outstanding for more than thirty (30) days may result in termination of the work, following a ten-day written notice to Client.

Prices quoted herein are based upon the attached TERMS AND CONDITIONS. This proposal is firm for 30 days. The initial contract term will be one (1) year beginning upon PWF 1 High Meadows, LLC purchase of High Meadows, 2024. Acceptance of this proposal constitutes acceptance of the attached TERMS AND CONDITIONS. If you have any questions or would like to further discuss please contact me directly. If you choose to accept the proposal please review the attached TERMS AND CONDITIONS, sign below and return original copy to BCS.

Best Regards,

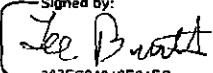
Lee Burt

Burt's Creative Solutions Inc.

**Agreement: The following Terms and Conditions, together with the proposal, represent the entire and integrated Agreement between the Client and BCS and will supersede all prior negotiations, representations, or agreements, either written or oral. IN WITNESS WHEREOF, the parties have hereunto set forth their hands and seals the date and year first written above.**

ATTEST:

**Burt's Creative Solutions Inc.**

Signed by:  
  
X \_\_\_\_\_  
387FC04043E64EC...

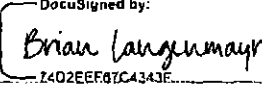
By Lee Burt  
President

X Lee Burtt  
\_\_\_\_\_

DATE: 9/10/2024  
\_\_\_\_\_

ATTEST:

**PWF 1 High Meadows, LLC**

DocuSigned by:  
  
 X \_\_\_\_\_ 1402EEF87C4343E \_\_\_\_\_ By \_\_\_\_\_ Official \_\_\_\_\_  
 \_\_\_\_\_ Brian Langenmayr \_\_\_\_\_ Print Name \_\_\_\_\_  
 DATE: 9/10/2024 \_\_\_\_\_ Manager \_\_\_\_\_ Relationship to client \_\_\_\_\_  
 \_\_\_\_\_ Date \_\_\_\_\_

**3.0 TERMS AND CONDITIONS**

These **TERMS AND CONDITIONS** are made part of an agreement between Burt's Creative Solutions Inc. (BCS), having its principle place of business at 327 North McKean Street, FL3, Kittanning, PA 16201 and the CLIENT identified above.

The CLIENT wishes to retain BCS for the purpose of providing services defined in the attached Proposal or other similar document (hereafter Proposal) and the CLIENT agrees that the work shall be performed in accordance with the following:

**Payment & Fees.** Terms of payment under this Agreement shall be net thirty (30) days from the date of the invoice. Payments due and not received by BCS in accordance with the terms of this Agreement are subject to and may be assessed interest charges equal to one and one half (1.50%) percent per month of the unpaid balance. BCS shall have the right to adjust the monthly service rate at any time by an amount no greater than 5%, but shall not so adjust the fee more than once in any twelve-month period. BCS reserves the right to add monthly supplemental fuel adjustment fees to offset inflationary fuel costs at any time during the course of the contract period.

**Termination:** Either party may terminate this Agreement by providing the other party with written notice of termination with at least ninety (90) days notice.

**Force Majeure.** Neither party shall be liable to the other for failure to perform its part of this Agreement when such failure is due to explosion, storm, fire, theft, vandalism, flood, strike, labor dispute, war, terrorism, riot, civil disorder, court order, or Act of God or any other cause beyond the reasonable control of the non-performing party.

**Independent Contractor.** BCS and its employees and representatives shall at all times be independent contractors and not employees of Client.

**Attorneys Fees.** In the event BCS undertakes any effort to (a) obtain payment from Client on any past-due amounts owed under this Agreement, or (b) negligent act, or (c) failure to supply BCS with correct and/or sufficient information pertaining to the facilities or properties served under this Agreement.

**Indemnity.** Client agrees to indemnify and hold harmless BCS, and its owners, officers, employees, and contractors, of and from any and all liability, claims, causes of action, losses, damages, judgments, costs, expenses, And/or assessments, arising out of Client's (a) violation of any local, state, or federal law or regulation, (b) negligent

act, or (c) failure to supply BCS with correct and/or sufficient information pertaining to the facilities or properties served under this agreement.

**Assignment.** This Agreement may not be assigned nor may any of the rights or obligations of either party under the terms of this Agreement be assigned, subcontracted, or transfer shall be null and void. Notwithstanding the forgoing, either party may as part of the sale of all or substantially all of its assets to another entity, or as part of a merger, consolidation or other corporate reorganization, assign or transfer such party's rights and obligations under this Agreement.

**Miscellaneous.**

- a. **Jurisdiction and Venue.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and the Court of Common Pleas of Armstrong County shall have exclusive jurisdiction and venue with respect to any dispute arising from this Agreement.
- b. **Integration.** This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior oral or written, and any and all contemporaneous oral, understandings, negotiations or communications made on behalf of such parties with respect to the subject matter hereof.
- c. **Modification.** With the exception of the fee changes under Paragraph 4 above, this Agreement may not be modified, altered, or amended except by written instrument duly executed by both parties.
- d. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument.
- e. **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**Successors and Assigns.** The Client and BCS bind themselves and their successors, executors, administrators, assigns and legal representatives to these Terms and Conditions.

Bill Issued by: West Penn Power, PO Box 3687, Akron OH 44309-3687

To enroll in eBill or pay your bill online, scan the QR code on the right of this bill from your mobile device or go to [www.firstenergycorp.com](http://www.firstenergycorp.com).

For Customer Service, call 1-800-686-0021. For Payment Options, call 1-800-738-3404.



**Shopping Information** **Account Summary** **Amount Due**

**Customer Number** 080776315  
**Rate Category** General Power Service WP-GP30F

Previous Balance	480.76
Payments/Adjustments	-480.76
<b>Balance at Billing on Nov 18, 2024</b>	<b>0.00</b>

To avoid a 2.00% Late Payment Charge being added to your bill, please pay the Amount Due by the Due Date.

West Penn Power - Consumption	517.88
West Penn Power - Misc. Charges	-5.07
<b>Total Current Charges</b>	<b>512.81</b>
<b>Amount Due by Dec 03, 2024</b>	<b>\$512.81</b>

Your current PRICE TO COMPARE for generation and transmission from West Penn Power is listed below. For you to save, a supplier's price must be lower.

General Power Service - 0007289242 - 9.19 cents per KWH  
 Customer reserves the right to shop for an electric supplier.

**Usage Information for Meter Number 6002925249**

Nov 13, 2024 KWH Reading (Actual)	268.480
Oct 16, 2024 KWH Reading (Actual)	264.179
KWH used	4.301
OnPeak Load in KW/KVA	10.3
OffPeak Load in KW/KVA	11.2
Billed Load in KW/KVA	10.3

Your next meter reading is scheduled to occur on or about Dec 14, 2024.

Your bill includes \$30.05 in PA taxes, of which \$28.83 is PA gross receipts tax.

**Charges From West Penn Power**

Generation prices and charges are set by the electric generation supplier you have chosen. The Public Utilities Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

With the Pennsylvania Public Utility Commission's approval, we are notifying all customers of a change in the procedure for disconnection for nonpayment. The company representative will now attempt to complete a remote disconnection and may no longer need access to the meter. All other regulatory noticing leading up to disconnect will continue with no change, and a post-termination notice will be left at the service address.

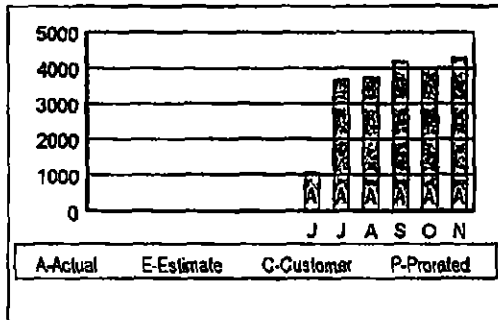
Customer Number: 080776315 0007289242	
Rate: General Power Service WP-GP30F	
Price to Compare Default Service	4,301 KWH x 0.091930 395.39
Customer Distribution Charge	18.87
Distribution System Improvement Charge	3.85
Distribution Charge	4,301 KWH x 0.004000 17.20
	10.3 KW x 2.810000 28.94
Energy Efficiency Charge Phase IV	4,301 KWH x 0.003300 14.19
Default Service Support Charge	4,301 KWH x 0.002880 12.39
TCJA Voluntary Surcharge	-2.04
State Tax Surcharge	-0.24
State Sales Tax	29.32
Current Consumption Bill Charges	517.88
Security Deposit Interest	-5.07
<b>Total Charges</b>	<b>\$512.81</b>

**Detail Payment and Adjustment Information**

11/12/24 Payment	-480.76
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Additional messages, if any, can be found on back.

**Usage History**



	<b>This Year</b>
Average Daily Use (KWH)	148
Average Daily Temperature	55
Days in Billing Period	29
Last 6 Months Use (KWH)	20,968
Average Monthly Use (KWH)	3,495

Return this part with a check or money order payable to West Penn Power

**WestPenn Power** 79 South Main Street  
 Akron, OH 44308-1899

Account Number: 100 159 043 445

0021435 01 NB 0.817  
 PWF HIGH MEADOWS LLC  
 PO BOX 32302  
 CMA81 NITE MC 28272.2502

Amount Paid	
Amount Due	\$512.81
Due Date	Dec 03, 2024

# **CONFIDENTIAL**

# **EXHIBIT F**

**FEDERAL INCOME TAX RETURNS OF HURLBUT FAMILY PARTNERSHIP**

**RECEIVED**

**FEB 25 2025**

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

# EXHIBIT G

RECEIVED

FEB 25 2025

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU



**AUTHORIZATION TO DISCHARGE UNDER THE  
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM  
DISCHARGE REQUIREMENTS FOR NON-MUNICIPAL  
SEWAGE TREATMENT WORKS**

**NPDES PERMIT NO: PA0034185**

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

**High Meadows MHP  
4751 Kendor Drive  
Lower Burrell, PA 15068**

is authorized to discharge from a facility known as **High Meadows MHP STP**, located in **Allegheny Township, Westmoreland County**, to **Tributary 42546 to Allegheny River (WWF)** in Watershed(s) **18-A** in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts A, B and C hereof.

**THIS PERMIT SHALL BECOME EFFECTIVE ON** JANUARY 01, 2021

**THIS PERMIT SHALL EXPIRE AT MIDNIGHT ON** DECEMBER 31, 2025

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

1. If there is a conflict between the application, its supporting documents and/or amendments and the terms and conditions of this permit, the terms and conditions shall apply.
2. Failure to comply with the terms, conditions or effluent limitations of this permit is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application. (40 CFR 122.41(a))
3. A complete application for renewal of this permit, or notice of intent to cease discharging by the expiration date, must be submitted to DEP at least 180 days prior to the above expiration date (unless permission has been granted by DEP for submission at a later date), using the appropriate NPDES permit application form. (40 CFR 122.41(b), 122.21(d)(2))

In the event that a timely and complete application for renewal has been submitted and DEP is unable, through no fault of the permittee, to reissue the permit before the above expiration date, the terms and conditions of this permit, including submission of the Discharge Monitoring Reports (DMRs), will be automatically continued and will remain fully effective and enforceable against the discharger until DEP takes final action on the pending permit application. (25 Pa. Code §§ 92a.7(b), (c))

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

**DATE PERMIT ISSUED**

DECEMBER 15, 2020

**ISSUED BY**

**Christopher Kriley, P.E.  
Environmental Program Manager  
Southwest Regional Office**

**PART A: EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS**

I. A. For Outfall 001, Latitude 40° 37' 24", Longitude -79° 41' 41", River Mile Index 0.91, Stream Code 42546

Receiving Waters: Tributary 42546 to Allegheny River (WWF)

Type of Effluent: Treated Sewage Effluent

- The permittee is authorized to discharge during the period from January 01, 2021 through December 31, 2023.
- Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements and Footnotes).

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) <sup>(1)</sup>		Concentrations (mg/L)				Minimum <sup>(2)</sup> Measurement Frequency	Required Sample Type
	Average Monthly	Average Weekly	Minimum	Average Monthly	Maximum	Instant. Maximum		
Dissolved Oxygen	XXX	XXX	4.0 Inst Min	XXX	XXX	XXX	1/day	Grab
Total Residual Chlorine (TRC)	XXX	XXX	XXX	Report	XXX	Report	1/day	Grab
Ammonia-Nitrogen	XXX	XXX	XXX	Report	XXX	Report	2/month	Grab

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

at Outfall 001

**PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS**

I. B. For Outfall 001, Latitude 40° 37' 24", Longitude -79° 41' 41", River Mile Index 0.91, Stream Code 42546

Receiving Waters: Tributary 42546 to Allegheny River (WWF)

Type of Effluent: Treated Sewage Effluent

1. The permittee is authorized to discharge during the period from January 01, 2024 through December 31, 2025.
2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements and Footnotes).

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) <sup>(1)</sup>		Concentrations (mg/L)				Minimum <sup>(2)</sup> Measurement Frequency	Required Sample Type
	Average Monthly	Average Weekly	Daily Minimum 5.0 Inst Min	Average Monthly	Maximum	Instant. Maximum		
Dissolved Oxygen	XXX	XXX		XXX	XXX	XXX	1/day	Grab
Total Residual Chlorine (TRC)	XXX	XXX	XXX	0.01	XXX	0.03	1/day	Grab
Ultraviolet light transmittance (%)	XXX	XXX	Report	XXX	XXX	XXX	1/day	Recorded
Ammonia-Nitrogen Nov 1 - Apr 30	XXX	XXX	XXX	3.0	XXX	6.0	2/month	Grab
Ammonia-Nitrogen May 1 - Oct 31	XXX	XXX	XXX	2.0	XXX	4.0	2/month	Grab

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

at Outfall 001

**PART A: EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS**

I. C. For Outfall 001, Latitude 40° 37' 24", Longitude -79° 41' 41", River Mile Index 0.91, Stream Code 42546

Receiving Waters: Tributary 42546 to Allegheny River (WWF)

Type of Effluent: Treated Sewage Effluent

1. The permittee is authorized to discharge during the period from January 01, 2021 through December 31, 2025.
2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements and Footnotes).

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) <sup>(1)</sup>		Concentrations (mg/L)				Minimum <sup>(2)</sup> Measurement Frequency	Required Sample Type
	Average Monthly	Average Weekly	Minimum	Average Monthly	Maximum	Instant. Maximum		
Flow (MGD)	0.026	XXX	XXX	XXX	XXX	XXX	1/week	Measured
pH (S.U.)	XXX	XXX	6.0 Inst Min	XXX	XXX	9.0	1/day	Grab
Carbonaceous Biochemical Oxygen Demand (CBOD5)	XXX	XXX	XXX	25.0	XXX	50.0	2/month	Grab
Total Suspended Solids	XXX	XXX	XXX	30.0	XXX	60.0	2/month	Grab
Fecal Coliform (No./100 ml) Oct 1 - Apr 30	XXX	XXX	XXX	2000 Geo Mean	XXX	10000	2/month	Grab
Fecal Coliform (No./100 ml) May 1 - Sep 30	XXX	XXX	XXX	200 Geo Mean	XXX	1000	2/month	Grab
Total Nitrogen	XXX	XXX	XXX	XXX	Report Daily Max	XXX	1/year	Grab
Total Phosphorus	XXX	XXX	XXX	XXX	Report Daily Max	XXX	1/year	Grab

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

at Outfall 001

**PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS  
(Continued)**

Additional Requirements

1. The permittee may not discharge:
  - a. Floating solids, scum, sheen or substances that result in observed deposits in the receiving water. (25 Pa Code § 92a.41(c))
  - b. Oil and grease in amounts that cause a film or sheen upon or discoloration of the waters of this Commonwealth or adjoining shoreline, or that exceed 15 mg/l as a daily average or 30 mg/l at any time (or lesser amounts if specified in this permit). (25 Pa. Code § 92a.47(a)(7), § 95.2(2))
  - c. Substances in concentration or amounts sufficient to be inimical or harmful to the water uses to be protected or to human, animal, plant or aquatic life. (25 Pa Code § 93.6(a))
  - d. Foam or substances that produce an observed change in the color, taste, odor or turbidity of the receiving water, unless those conditions are otherwise controlled through effluent limitations or other requirements in this permit. For the purpose of determining compliance with this condition, DEP will compare conditions in the receiving water upstream of the discharge to conditions in the receiving water approximately 100 feet downstream of the discharge to determine if there is an observable change in the receiving water. (25 Pa Code § 92a.41(c))
2. If the permit requires the reporting of average weekly statistical results, the maximum weekly average concentration and maximum weekly average mass loading shall be reported, regardless of whether the results are obtained for the same or different weeks.
3. The permittee shall monitor the sewage effluent discharge(s) for the effluent parameters identified in the Part A limitations table(s) during all bypass events at the facility, using the sample types that are specified in the limitations table(s). Where the required sample type is "composite", the permittee must commence sample collection within one hour of the start of the bypass, wherever possible. The results shall be reported on the Daily Effluent Monitoring supplemental form (3800-FM-BCW0435) and be incorporated into the calculations used to report self-monitoring data on Discharge Monitoring Reports (DMRs).

Footnotes

- (1) When sampling to determine compliance with mass effluent limitations, the discharge flow at the time of sampling must be measured and recorded.
- (2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events.

Supplemental Information

- (1) The effluent limitations for Outfall 001 were determined using an effluent discharge rate of 0.026 MGD.
- (2) Total Nitrogen is the sum of Total Kjeldahl-N (TKN) plus Nitrite-Nitrate as N ( $\text{NO}_2 + \text{NO}_3\text{-N}$ ), where TKN and  $\text{NO}_2 + \text{NO}_3\text{-N}$  are measured in the same sample.

## II. DEFINITIONS

*At Outfall (XXX)* means a sampling location in outfall line XXX below the last point at which wastes are added to outfall line (XXX), or where otherwise specified.

*Average* refers to the use of an arithmetic mean, unless otherwise specified in this permit. (40 CFR 122.41(l)(4)(iii))

*Best Management Practices (BMPs)* means schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the pollutant loading to surface waters of the Commonwealth. The term also includes treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. The term includes activities, facilities, measures, planning or procedures used to minimize accelerated erosion and sedimentation and manage stormwater to protect, maintain, reclaim, and restore the quality of waters and the existing and designated uses of waters within this Commonwealth before, during and after earth disturbance activities. (25 Pa. Code § 92a.2)

*Bypass* means the intentional diversion of waste streams from any portion of a treatment facility. (40 CFR 122.41(m)(1)(i))

*Calendar Week* is defined as the seven consecutive days from Sunday through Saturday, unless the permittee has been given permission by DEP to provide weekly data as Monday through Friday based on showing excellent performance of the facility and a history of compliance. In cases when the week falls in two separate months, the month with the most days in that week shall be the month for reporting.

*Clean Water Act* means the Federal Water Pollution Control Act, as amended. (33 U.S.C.A. §§ 1251 to 1387).

*Composite Sample (for all except GC/MS volatile organic analysis)* means a combination of individual samples (at least eight for a 24-hour period or four for an 8-hour period) of at least 100 milliliters (mL) each obtained at spaced time intervals during the compositing period. The composite must be flow-proportional; either the volume of each individual sample is proportional to discharge flow rates, or the sampling interval is proportional to the flow rates over the time period used to produce the composite. (EPA Form 2C)

*Composite Sample (for GC/MS volatile organic analysis)* consists of at least four aliquots or grab samples collected during the sampling event (not necessarily flow proportioned). The samples must be combined in the laboratory immediately before analysis and then one analysis is performed. (EPA Form 2C)

*Daily Average Temperature* means the average of all temperature measurements made, or the mean value plot of the record of a continuous automated temperature recording instrument, either during a calendar day or during the operating day if flows are of a shorter duration.

*Daily Discharge* means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the "daily discharge" is calculated as the average measurement of the pollutant over the day. (25 Pa. Code § 92a.2, 40 CFR 122.2)

*Daily Maximum Discharge Limitation* means the highest allowable "daily discharge."

*Discharge Monitoring Report (DMR)* means the DEP or EPA supplied form(s) for the reporting of self-monitoring results by the permittee. (25 Pa. Code § 92a.2, 40 CFR 122.2)

*Estimated Flow* means any method of liquid volume measurement based on a technical evaluation of the sources contributing to the discharge including, but not limited to, pump capabilities, water meters and batch discharge volumes.

*Geometric Mean* means the average of a set of n sample results given by the nth root of their product.

**Grab Sample** means an individual sample of at least 100 ml. collected at a randomly selected time over a period not to exceed 15 minutes. (EPA Form 2C)

**Hazardous Substance** means any substance designated under 40 CFR Part 116 pursuant to Section 311 of the Clean Water Act. (40 CFR 122.2)

**Hauled-In Wastes** means any waste that is introduced into a treatment facility through any method other than a direct connection to the sewage collection system. The term includes wastes transported to and disposed of within the treatment facility or other entry points within the collection system.

**Immersion Stabilization (i-s)** means a calibrated device is immersed in the wastewater until the reading is stabilized.

**Instantaneous Maximum Effluent Limitation** means the highest allowable discharge of a concentration or mass of a substance at any one time as measured by a grab sample. (25 Pa. Code § 92a.2)

**Measured Flow** means any method of liquid volume measurement, the accuracy of which has been previously demonstrated in engineering practice, or for which a relationship to absolute volume has been obtained.

**Monthly Average Discharge Limitation** means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month. (25 Pa. Code § 92a.2)

**Municipal Waste** means garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material resulting from operation of residential, municipal, commercial or institutional establishments and from community activities; and sludge not meeting the definition of residual or hazardous waste under this section from a municipal, commercial or institutional water supply treatment plant, waste water treatment plant or air pollution control facility. (25 Pa. Code § 271.1)

**Residual Waste** means garbage, refuse, other discarded material or other waste, including solid, liquid, semisolid or contained gaseous materials resulting from industrial, mining and agricultural operations and sludge from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility, if it is not hazardous. The term does not include coal refuse as defined in the Coal Refuse Disposal Control Act. The term does not include treatment sludges from coal mine drainage treatment plants, disposal of which is being carried on under and in compliance with a valid permit issued under the Clean Streams Law. (25 Pa Code § 287.1)

**Severe Property Damage** means substantial physical damage to property, damage to the treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production. (40 CFR 122.41(m)(1)(ii))

**Stormwater** means the runoff from precipitation, snow melt runoff, and surface runoff and drainage. (25 Pa. Code § 92a.2)

**Stormwater Associated With Industrial Activity** means the discharge from any conveyance that is used for collecting and conveying stormwater and that is directly related to manufacturing, processing, or raw materials storage areas at an industrial plant, and as defined at 40 CFR §122.26(b)(14)(i) - (lx) and (xi) and 25 Pa. Code § 92a.2.

**Total Dissolved Solids** means the total dissolved (filterable) solids as determined by use of the method specified in 40 CFR Part 136.

**Toxic Pollutant** means those pollutants, or combinations of pollutants, including disease-causing agents, which after discharge and upon exposure, ingestion, inhalation or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains may, on the basis of information available to DEP cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions, including malfunctions in reproduction, or physical deformations in these organisms or their offspring. (25 Pa. Code § 92a.2)

### III. SELF-MONITORING, REPORTING AND RECORDKEEPING

#### A. Representative Sampling

1. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity (40 CFR 122.41(j)(1)). Representative sampling includes the collection of samples, where possible, during periods of adverse weather, changes in treatment plant performance and changes in treatment plant loading. If possible, effluent samples must be collected where the effluent is well mixed near the center of the discharge conveyance and at the approximate mid-depth point, where the turbulence is at a maximum and the settlement of solids is minimized. (40 CFR 122.48, 25 Pa. Code § 92a.61)

2. Records Retention (40 CFR 122.41(j)(2))

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

3. Recording of Results (40 CFR 122.41(j)(3))

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

- a. The exact place, date and time of sampling or measurements.
- b. The person(s) who performed the sampling or measurements.
- c. The date(s) the analyses were performed.
- d. The person(s) who performed the analyses.
- e. The analytical techniques or methods used; and the associated detection level.
- f. The results of such analyses.

4. Test Procedures

- a. Facilities that test or analyze environmental samples used to demonstrate compliance with this permit shall be in compliance with laboratory accreditation requirements of Act 90 of 2002 (27 Pa. C.S. §§ 4101-4113) and 25 Pa. Code Chapter 252, relating to environmental laboratory accreditation.
- b. Test procedures (methods) for the analysis of pollutants or pollutant parameters shall be those approved under 40 CFR Part 136 or required under 40 CFR Chapter I, Subchapters N or O, unless the method is specified in this permit or has been otherwise approved in writing by DEP. (40 CFR 122.41(j)(4), 122.44(i)(1)(iv))
- c. Test procedures (methods) for the analysis of pollutants or pollutant parameters shall be sufficiently sensitive. A method is sufficiently sensitive when 1) the method minimum level is at or below the level of the effluent limit established in the permit for the measured pollutant or pollutant parameter; or 2) the method has the lowest minimum level of the analytical methods approved under 40 CFR Part 136 or required under 40 CFR Chapter I, Subchapters N or O, for the measured pollutant or pollutant parameter; or 3) the method is specified in this permit or has been otherwise approved in writing by DEP for the measured pollutant or pollutant parameter. Permittees have the option of providing matrix or sample-specific minimum levels rather than the published levels. (40 CFR 122.44(i)(1)(iv))

## 5. Quality/Assurance/Control

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

- a. The permittee, or its designated laboratory, shall participate in the periodic scheduled quality assurance inspections conducted by DEP and EPA. (40 CFR 122.41(e), 122.41(i)(3))
- b. The permittee, or its designated laboratory, shall develop and implement a program to assure the quality and accurateness of the analyses performed to satisfy the requirements of this permit, in accordance with 40 CFR Part 136. (40 CFR 122.41(i)(4))

## B. Reporting of Monitoring Results

1. The permittee shall effectively monitor the operation and efficiency of all wastewater treatment and control facilities, and the quantity and quality of the discharge(s) as specified in this permit. (25 Pa. Code §§ 92a.3(c), 92a.41(a), 92a.44, 92a.61(i) and 40 CFR §§ 122.41(e), 122.44(i)(1))
2. The permittee shall use DEP's electronic Discharge Monitoring Report (eDMR) system to report the results of compliance monitoring under this permit (see [www.dep.pa.gov/edmr](http://www.dep.pa.gov/edmr)). Permittees that are not using the eDMR system as of the effective date of this permit shall submit the necessary registration and trading partner agreement forms to DEP's Bureau of Clean Water (BCW) within 30 days of the effective date of this permit and begin using the eDMR system when notified by DEP BCW to do so. (25 Pa. Code §§ 92a.3(c), 92a.41(a), 92a.61(g) and 40 CFR § 122.41(i)(4))
3. Submission of a physical (paper) copy of a Discharge Monitoring Report (DMR) is acceptable under the following circumstances:
  - a. For a permittee that is not yet using the eDMR system, the permittee shall submit a physical copy of a DMR to the DEP regional office that issued the permit during the interim period between the submission of registration and trading partner agreement forms to DEP and DEP's notification to begin using the eDMR system.
  - b. For any permittee, as a contingency a physical DMR may be mailed to the DEP regional office that issued the permit if there are technological malfunction(s) that prevent the successful submission of a DMR through the eDMR system. In such situations, the permittee shall submit the DMR through the eDMR system within 5 days following remedy of the malfunction(s).
4. DMRs must be completed in accordance with DEP's published DMR instructions (3800-FM-BCW0463). DMRs must be received by DEP no later than 28 days following the end of the monitoring period. DMRs are based on calendar reporting periods and must be received by DEP in accordance with the following schedule:
  - Monthly DMRs must be received within 28 days following the end of each calendar month.
  - Quarterly DMRs must be received within 28 days following the end of each calendar quarter, i.e., January 28, April 28, July 28, and October 28.
  - Semiannual DMRs must be received within 28 days following the end of each calendar semiannual period, i.e., January 28 and July 28.
  - Annual DMRs must be received by January 28, unless Part C of this permit requires otherwise.
5. The permittee shall complete all Supplemental Reporting forms (Supplemental DMRs) attached to this permit, or an approved equivalent, and submit the signed, completed forms as attachments to the DMR, through DEP's eDMR system. DEP's Supplemental Laboratory Accreditation Form (3800-FM-BCW0189) must be completed and submitted to DEP with the first DMR following issuance of this permit, and anytime thereafter when changes to laboratories or methods occur. (25 Pa. Code §§ 92a.3(c), 92a.41(a), 92a.61(g) and 40 CFR § 122.41(i)(4))
6. The completed DMR Form shall be signed and certified by either of the following applicable persons, as defined in 25 Pa. Code § 92a.22:

- For a corporation - by a principal executive officer of at least the level of vice president, or an authorized representative, if the representative is responsible for the overall operation of the facility from which the discharge described in the NPDES form originates.
- For a partnership or sole proprietorship - by a general partner or the proprietor, respectively.
- For a municipality, state, federal or other public agency - by a principal executive officer or ranking elected official.

If signed by a person other than the above and for co-permittees, written notification of delegation of DMR signatory authority must be submitted to DEP in advance of or along with the relevant DMR form. (40 CFR § 122.22(b))

7. If the permittee monitors any pollutant at monitoring points as designated by this permit, using analytical methods described in Part A III.A.4. herein, more frequently than the permit requires, the results of this monitoring shall be incorporated, as appropriate, into the calculations used to report self-monitoring data on the DMR. (40 CFR 122.41(l)(4)(ii))

C. Reporting Requirements

1. **Planned Changes to Physical Facilities** – The permittee shall give notice to DEP as soon as possible but no later than 30 days prior to planned physical alterations or additions to the permitted facility. A permit under 25 Pa. Code Chapter 91 may be required for these situations prior to implementing the planned changes. A permit application, or other written submission to DEP, can be used to satisfy the notification requirements of this section.

Notice is required when:

- a. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR 122.29(b). (40 CFR 122.41(l)(1)(i))
  - b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are not subject to effluent limitations in this permit. (40 CFR 122.41(l)(1)(ii))
  - c. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan. (40 CFR 122.41(l)(1)(iii))
  - d. The planned change may result in noncompliance with permit requirements. (40 CFR 122.41(l)(2))
2. **Planned Changes to Waste Stream** – Under the authority of 25 Pa. Code § 92a.24(a), the permittee shall provide notice to DEP as soon as possible but no later than 45 days prior to any planned changes in the volume or pollutant concentration of its influent waste stream as a result of indirect discharges or hauled-in wastes, as specified in paragraphs 2.a. and 2.b., below. Notice shall be provided on the "Planned Changes to Waste Stream" Supplemental Report (3800-FM-BCW0482), available on DEP's website. The permittee shall provide information on the quality and quantity of waste introduced into the facility, and any anticipated impact of the change on the quantity or quality of effluent to be discharged from the facility. The Report shall be sent via Certified Mail or other means to confirm DEP's receipt of the notification. DEP will determine if the submission of a new application and receipt of a new or amended permit is required.
    - a. **Introduction of New Pollutants** (25 Pa. Code § 92a.24(a))

New pollutants are defined as parameters that meet all of the following criteria:

- (i) Were not detected in the facilities' influent waste stream as reported in the permit application; and
- (ii) Have not been approved to be included in the permittee's influent waste stream by DEP in writing.

The permittee shall provide notification of the introduction of new pollutants in accordance with paragraph 2 above. The permittee may not authorize the introduction of new pollutants until the permittee receives DEP's written approval.

b. Increased Loading of Approved Pollutants (25 Pa. Code § 92a.24(a))

Approved pollutants are defined as parameters that meet one or more of the following criteria:

- (i) Were detected in the facilities' influent waste stream as reported in the permittee's permit application; or
- (ii) Have been approved to be included in the permittee's influent waste stream by DEP in writing; or
- (iii) Have an effluent limitation or monitoring requirement in this permit.

The permittee shall provide notification of the introduction of increased influent loading (lbs/day) of approved pollutants in accordance with paragraph 2 above when (1) the cumulative increase in influent loading (lbs/day) exceeds 20% of the maximum loading reported in the permit application, or a loading previously approved by DEP, or (2) may cause an exceedance in the effluent of Effluent Limitation Guidelines (ELGs) or limitations in Part A of this permit, or (3) may cause interference or pass through at the facility (as defined at 40 CFR 403.3), or (4) may cause exceedances of the applicable water quality standards in the receiving stream. Unless specified otherwise in this permit, if DEP does not respond to the notification within 30 days of its receipt, the permittee may proceed with the increase in loading. The acceptance of increased loading of approved pollutants may not result in an exceedance of ELGs or effluent limitations and may not cause exceedances of the applicable water quality standards in the receiving stream.

3. Reporting Requirements for Hauled-In Wastes

a. Receipt of Residual Waste

- (i) The permittee shall document the receipt of all hauled-in residual wastes (including but not limited to wastewater from oil and gas wells, food processing waste, and landfill leachate), as defined at 25 Pa. Code § 287.1, that are received for processing at the treatment facility. The permittee shall report hauled-in residual wastes on a monthly basis to DEP on the "Hauled In Residual Wastes" Supplemental Report (3800-FM-BCW0450) as an attachment to the DMR. If no residual wastes were received during a month, submission of the Supplemental Report is not required.

The following information is required by the Supplemental Report. The information used to develop the Report shall be retained by the permittee for five years from the date of receipt and must be made available to DEP or EPA upon request.

- (1) The dates that residual wastes were received.
- (2) The volume (gallons) of wastes received.
- (3) The license plate number of the vehicle transporting the waste to the treatment facility.
- (4) The permit number(s) of the well(s) where residual wastes were generated, if applicable.

- (5) The name and address of the generator of the residual wastes.
- (6) The type of wastewater.

The transporter of residual waste must maintain these and other records as part of the daily operational record (25 Pa. Code § 299.219). If the transporter is unable to provide this information or the permittee has not otherwise received the information from the generator, the residual wastes shall not be accepted by the permittee until such time as the permittee receives such information from the transporter or generator.

- (ii) The following conditions apply to the characterization of residual wastes received by the permittee:
  - (1) If the generator is required to complete a chemical analysis of residual wastes in accordance with 25 Pa. Code § 287.51, the permittee must receive and maintain on file a chemical analysis of the residual wastes it receives. The chemical analysis must conform to the Bureau of Waste Management's Form 26R except as noted in paragraph (2), below. Each load of residual waste received must be covered by a chemical analysis if the generator is required to complete it.
  - (2) For wastewater generated from hydraulic fracturing operations ("frac wastewater") within the first 30 production days of a well site, the chemical analysis may be a general frac wastewater characterization approved by DEP. Thereafter, the chemical analysis must be waste-specific and be reported on the Form 26R.

**b. Receipt of Municipal Waste**

- (i) The permittee shall document the receipt of all hauled-in municipal wastes (including but not limited to septage and liquid sewage sludge), as defined at 25 Pa. Code § 271.1, that are received for processing at the treatment facility. The permittee shall report hauled-in municipal wastes on a monthly basis to DEP on the "Hauled In Municipal Wastes" Supplemental Report (3800-FM-BCW0437) as an attachment to the DMR. If no municipal wastes were received during a month, submission of the Supplemental Report is not required.

The following information is required by the Supplemental Report:

- (1) The dates that municipal wastes were received.
- (2) The volume (gallons) of wastes received.
- (3) The BOD<sub>5</sub> concentration (mg/l) and load (lbs) for the wastes received.
- (4) The location(s) where wastes were disposed of within the treatment facility.

- (ii) Sampling and analysis of hauled-in municipal wastes must be completed to characterize the organic strength of the wastes, unless composite sampling of influent wastewater is performed at a location downstream of the point of entry for the wastes.

**4. Unanticipated Noncompliance or Potential Pollution Reporting**

- a. Immediate Reporting - The permittee shall immediately report any incident causing or threatening pollution in accordance with the requirements of 25 Pa. Code §§ 91.33 and 92a.41(b).
  - (i) If, because of an accident, other activity or incident a toxic substance or another substance which would endanger users downstream from the discharge, or would otherwise result in pollution or create a danger of pollution or would damage property, the permittee shall immediately notify DEP by telephone of the location and nature of the danger. Oral notification to the Department is required

as soon as possible, but no later than 4 hours after the permittee becomes aware of the incident causing or threatening pollution.

- (ii) If reasonably possible to do so, the permittee shall immediately notify downstream users of the waters of the Commonwealth to which the substance was discharged. Such notice shall include the location and nature of the danger.
  - (iii) The permittee shall immediately take or cause to be taken steps necessary to prevent injury to property and downstream users of the waters from pollution or a danger of pollution and, in addition, within 15 days from the incident, shall remove the residual substances contained thereon or therein from the ground and from the affected waters of this Commonwealth to the extent required by applicable law.
- b. The permittee shall report any noncompliance which may endanger health or the environment in accordance with the requirements of 40 CFR 122.41(l)(6). These requirements include the following obligations:
- (i) **24 Hour Reporting** - The permittee shall orally report any noncompliance with this permit which may endanger health or the environment within 24 hours from the time the permittee becomes aware of the circumstances. The following shall be included as information which must be reported within 24 hours under this paragraph:
    - (1) Any unanticipated bypass which exceeds any effluent limitation in the permit;
    - (2) Any upset which exceeds any effluent limitation in the permit; and
    - (3) Violation of the maximum daily discharge limitation for any of the pollutants listed in the permit as being subject to the 24-hour reporting requirement. (40 CFR 122.44(g))
  - (ii) **Written Report** - A written submission shall also be provided within 5 days of the time the permittee becomes aware of any noncompliance which may endanger health or the environment. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.
  - (iii) **Waiver of Written Report** - DEP may waive the written report on a case-by-case basis if the associated oral report has been received within 24 hours from the time the permittee becomes aware of the circumstances which may endanger health or the environment. Unless such a waiver is expressly granted by DEP, the permittee shall submit a written report in accordance with this paragraph. (40 CFR 122.41(l)(6)(iii))
5. **Other Noncompliance**
- The permittee shall report all instances of noncompliance not reported under paragraph C.4 of this section or specific requirements of compliance schedules, at the time DMRs are submitted, on the Non-Compliance Reporting Form (3800-FM-BCW0440). The reports shall contain the information listed in paragraph C.4.b.(ii) of this section. (40 CFR 122.41(l)(7))

**PART B**

**I. MANAGEMENT REQUIREMENTS**

**A. Compliance**

1. The permittee shall comply with all conditions of this permit. If a compliance schedule has been established in this permit, the permittee shall achieve compliance with the terms and conditions of this permit within the time frames specified in this permit. (40 CFR 122.41(a)(1))
2. The permittee shall submit reports of compliance or noncompliance, or progress reports as applicable, for any interim and final requirements contained in this permit. Such reports shall be submitted no later than 14 days following the applicable schedule date or compliance deadline. (25 Pa. Code § 92a.51(c), 40 CFR 122.47(a)(4))

**B. Permit Modification, Termination, or Revocation and Reissuance**

1. This permit may be modified, terminated, or revoked and reissued during its term in accordance with Title 25 Pa. Code § 92a.72 and 40 CFR 122.41(f).
2. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition. (40 CFR 122.41(f))
3. In the absence of DEP action to modify or revoke and reissue this permit, the permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time specified in the regulations that establish those standards or prohibitions. (40 CFR 122.41(a)(1))

**C. Duty to Provide Information**

1. The permittee shall furnish to DEP, within a reasonable time, any information which DEP may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. (40 CFR 122.41(h))
2. The permittee shall furnish to DEP, upon request, copies of records required to be kept by this permit. (40 CFR 122.41(h))
3. Other Information - Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to DEP, it shall promptly submit the correct and complete facts or information. (40 CFR 122.41(l)(8))
4. If the sewage treatment facility provides service in part or whole to a municipality, through a contract or agreement between the operator and municipality, an annual report shall be submitted to DEP by March 31 containing the following information, at a minimum:
  - a. The information identified in 25 Pa. Code § 94.12.
  - b. A "Solids Management Inventory" if specified in Part C of this permit.
  - c. The total volume of hauled-in residual and municipal wastes received during the year, by source.

**D. General Pretreatment Requirements**

Where pollutants contributed by indirect dischargers result in interference or pass through, and a violation is likely to recur, the permittee shall develop and enforce specific limits for indirect dischargers and other users, as appropriate, that together with appropriate facility or operational changes, are necessary to ensure

renewed or continued compliance with this permit or sludge use or disposal practices. The permittee shall submit a copy of such limits to DEP when developed. (25 Pa. Code § 92a.47(d))

#### E. Proper Operation and Maintenance

1. The permittee shall employ operators certified in compliance with the Water and Wastewater Systems Operators Certification Act (63 P.S. §§ 1001-1015.1).
2. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes, but is not limited to, adequate laboratory controls including appropriate quality assurance procedures. This provision also includes the operation of backup or auxiliary facilities or similar systems that are installed by the permittee, only when necessary to achieve compliance with the terms and conditions of this permit. (40 CFR 122.41(e))

#### F. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge, sludge use or disposal in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment. (40 CFR 122.41(d))

#### G. Bypassing

1. Bypassing Not Exceeding Permit Limitations - The permittee may allow a bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions in paragraphs two, three and four of this section. (40 CFR 122.41(m)(2))
2. Other Bypassing - In all other situations, bypassing is prohibited and DEP may take enforcement action against the permittee for bypass unless:
  - a. A bypass is unavoidable to prevent loss of life, personal injury or "severe property damage." (40 CFR 122.41(m)(4)(i)(A))
  - b. There are no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance. (40 CFR 122.41(m)(4)(i)(B))
  - c. The permittee submitted the necessary notice required in G.4.a. and b. below. (40 CFR 122.41(m)(4)(i)(C))
3. DEP may approve an anticipated bypass, after considering its adverse effects, if DEP determines that it will meet the conditions listed in G.2. above. (40 CFR 122.41(m)(4)(ii))
4. Notice
  - a. Anticipated Bypass – If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible, at least 10 days before the bypass. (40 CFR 122.41(m)(3)(i))
  - b. Unanticipated Bypass – The permittee shall submit oral notice of any other unanticipated bypass within 24 hours, regardless of whether the bypass may endanger health or the environment or whether the bypass exceeds effluent limitations. The notice shall be in accordance with Part A III.C.4.b.

H. Sanitary Sewer Overflows (SSOs)

An SSO is an overflow of wastewater, or other untreated discharge from a separate sanitary sewer system (which is not a combined sewer system), which results from a flow in excess of the carrying capacity of the system or from some other cause prior to reaching the headworks of the sewage treatment facility. SSOs are not authorized under this permit. The permittee shall immediately report any SSO to DEP in accordance with Part A III.C.4 of this permit.

I. Termination of Permit Coverage (25 Pa. Code § 92a.74 and 40 CFR 122.64)

1. Notice of Termination (NOT) – If the permittee plans to cease operations or will otherwise no longer require coverage under this permit, the permittee shall submit DEP's NPDES Notice of Termination (NOT) for Permits Issued Under Chapter 92a (3800-BCW-0410), signed in accordance with Part A III.B.6 of this permit, at least 30 days prior to cessation of operations or the date by which coverage is no longer required.
2. Where the permittee plans to cease operations, NOTs must be accompanied with an operation closure plan that identifies how tankage and equipment will be decommissioned and how pollutants will be managed, as applicable.
3. The permittee shall submit the NOT to the DEP regional office with jurisdiction over the county in which the facility is located.

II. PENALTIES AND LIABILITY

A. Violations of Permit Conditions

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

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

B. Falsifying Information

Any person who does any of the following:

- Falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit, or
- Knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit (including monitoring reports or reports of compliance or noncompliance)

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

C. Liability

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

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

D. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. (40 CFR 122.41(c))

III. OTHER RESPONSIBILITIES

A. Right of Entry

Pursuant to Sections 5(b) and 305 of Pennsylvania's Clean Streams Law, and Title 25 Pa. Code Chapter 92a and 40 CFR 122.41(i), the permittee shall allow authorized representatives of DEP and EPA, upon the presentation of credentials and other documents as may be required by law:

1. To enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit; (40 CFR 122.41(i)(1))
2. To have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit; (40 CFR 122.41(i)(2))
3. To inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this permit; and (40 CFR 122.41(i)(3))
4. To sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act or the Clean Streams Law, any substances or parameters at any location. (40 CFR 122.41(i)(4))

B. Transfer of Permits

1. Transfers by modification. Except as provided in paragraph 2 of this section, a permit may be transferred by the permittee to a new owner or operator only if this permit has been modified or revoked and reissued, or a minor modification made to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act. (40 CFR 122.61(a))
2. Automatic transfers. As an alternative to transfers under paragraph 1 of this section, any NPDES permit may be automatically transferred to a new permittee if:
  - a. The current permittee notifies DEP at least 30 days in advance of the proposed transfer date in paragraph 2.b. of this section; (40 CFR 122.61(b)(1))
  - b. The notice includes the appropriate DEP transfer form signed by the existing and new permittees containing a specific date for transfer of permit responsibility, coverage and liability between them; and (40 CFR 122.61(b)(2))
  - c. DEP does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue this permit, the transfer is effective on the date specified in the agreement mentioned in paragraph 2.b. of this section. (40 CFR 122.61(b)(3))
  - d. The new permittee is in compliance with existing DEP issued permits, regulations, orders and schedules of compliance, or has demonstrated that any noncompliance with the existing permits has been resolved by an appropriate compliance action or by the terms and conditions of the permit (including compliance schedules set forth in the permit), consistent with 25 Pa. Code § 92a.51 (relating to schedules of compliance) and other appropriate DEP regulations. (25 Pa. Code § 92a.71)
3. In the event DEP does not approve transfer of this permit, the new owner or operator must submit a new permit application.

C. Property Rights

The issuance of this permit does not convey any property rights of any sort, or any exclusive privilege. (40 CFR 122.41(g))

D. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for a new permit. (40 CFR 122.41(b))

E. Other Laws

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

IV. ANNUAL FEE

Permittees shall pay an annual fee in accordance with 25 Pa. Code § 92a.62. Annual fee amounts are specified in the following schedule and are due on each anniversary of the effective date of the most recent new or reissued permit. All flows identified in the schedule are annual average design flows. (25 Pa. Code § 92a.62)

Small Flow Treatment Facility (SRSTP or SFTF)	\$0
Minor Sewage Facility < 0.05 MGD (million gallons per day)	\$250
Minor Sewage Facility ≥ 0.05 and < 1 MGD	\$500
Minor Sewage Facility with CSO (Combined Sewer Overflow)	\$750
Major Sewage Facility ≥ 1 and < 5 MGD	\$1,250
Major Sewage Facility ≥ 5 MGD	\$2,500
Major Sewage Facility with CSO	\$5,000

As of the effective date of this permit, the facility covered by the permit is classified in the following fee category:  
**Minor Sewage Facility <0.05 MGD.**

Invoices for annual fees will be mailed to permittees approximately three months prior to the due date. In the event that an invoice is not received, the permittee is nonetheless responsible for payment. Throughout a five year permit term, permittees will pay four annual fees followed by a permit renewal application fee in the last year of permit coverage. Permittees may contact the DEP at 717-787-6744 with questions related to annual fees. The fees identified above are subject to change in accordance with 25 Pa. Code § 92a.62(e).

Payment for annual fees shall be remitted to DEP at the address below by the anniversary date. Checks should be made payable to the Commonwealth of Pennsylvania.

PA Department of Environmental Protection  
Bureau of Clean Water  
Re: Chapter 92a Annual Fee  
P.O. Box 8466  
Harrisburg, PA 17105-8466

**PART C:****I. OTHER REQUIREMENTS**

- A. No storm water from pavements, area ways, roofs, foundation drains or other sources shall be directly admitted to the sanitary sewers associated with the herein approved discharge.
- B. The approval herein given is specifically made contingent upon the permittee acquiring all necessary property rights by easement or otherwise, providing for the satisfactory construction, operation, maintenance or replacement of all sewers or sewerage structures associated with the herein approved discharge in, along, or across private property, with full rights of ingress, egress and regress.
- C. Collected screenings, slurries, sludges, and other solids shall be handled and disposed of in compliance with 25 Pa. Code, Chapters 75, and in a manner equivalent to the requirements indicated in Chapters 271, 273, 275, 283, and 285 (related to permits and requirements for landfilling, land application, incineration, and storage of sewage sludge), Federal Regulation 40 CFR 257, Pennsylvania Clean Streams Law, Pennsylvania Solid Waste Management Act of 1980, and the Federal Clean Water Act and its amendments. The permittee is responsible to obtain or assure that contracted agents have all necessary permits and approvals for the handling, storage, transport, and disposal of solid waste materials generated as a result of wastewater treatment.
- D. If, after the issuance of this permit, DEP approves a municipal sewage facilities official plan or an amendment to an official plan under Act 537 (Pennsylvania Sewage Facilities Act, the Act of January 24, 1966, P.L. 1535 as amended) in which sewage from the herein approved facilities will be treated and disposed of at other planned facilities, the permittee shall, upon notification from the municipality or DEP, provide for the conveyance of its sewage to the planned facilities, abandon use and decommission the herein approved facilities including the proper disposal of solids, and notify DEP accordingly. The permittee shall adhere to schedules in the approved official plan, amendments to the plan, or other agreements between the permittee and municipality. This permit shall then, upon notice from DEP, terminate and become null and void and shall be relinquished to DEP.
- E. The permittee shall optimize chlorine dosages used for disinfection or other purposes to minimize the concentration of Total Residual Chlorine (TRC) in the effluent, meet applicable effluent limitations, and reduce the possibility of adversely affecting the receiving waters. Optimization efforts may include an evaluation of wastewater characteristics, mixing characteristics, and contact times, adjustments to process controls, and maintenance of the disinfection facilities. If DEP determines that effluent TRC is causing adverse water quality impacts, DEP may reopen this permit to apply new or more stringent effluent limitations and/or require implementation of control measures or operational practices to eliminate such impacts.

Where the permittee does not use chlorine for primary or backup disinfection, but proposes the use of chlorine for cleaning or other purposes, the permittee shall notify DEP prior to initiating use of chlorine and monitor TRC concentrations in the effluent on each day in which chlorine is used. The results shall be submitted as an attachment to the DMR.

**II. SOLIDS MANAGEMENT**

- A. The permittee shall manage and properly dispose of sewage sludge and/or biosolids by performing sludge wasting that maintains an appropriate mass balance of solids within the treatment system. The wasting rate must be developed and implemented considering the specific treatment process type, system loadings, and seasonal variation while maintaining compliance with effluent limitations. Holding excess sludge within clarifiers or in the disinfection process is not permissible.
- B. The permittee shall submit the Supplemental Reports entitled, "Supplemental Report – Sewage Sludge/Biosolids Production and Disposal" (Form No. 3800-FM-BCW0438) and "Supplemental Report – Influent & Process Control" (Form No. 3800-FM-BCW0436), as attachments to the DMR on a monthly basis. When applicable, the permittee shall submit the Supplemental Reports entitled, "Supplemental Report – Hauled In Municipal Wastes" (Form No. 3800-FM-BCW0437) and "Supplemental Report – Hauled In Residual Wastes" (Form No. 3800-FM-BCW0450), as attachments to the DMR.

**I. NPDES Permit Renewal Actions**

*Southwest Regional Office: Clean Water Program Manager, 400 Waterfront Drive, Pittsburgh, PA 15222-4745. Phone: 412.442.4000.*

NPDES No. (Type)	Facility Name & Address	County & Municipality	Stream Name (Watershed No.)	EPA Waived Y/N?
PA0034185 (Sewage)	High Meadows MHP STP 4751 Kendor Drive Lower Burrell, PA 15068- 9506	Westmoreland County Allegheny Township	Unnamed Tributary to Allegheny River (WWF) (18-A)	Yes

# EXHIBIT H

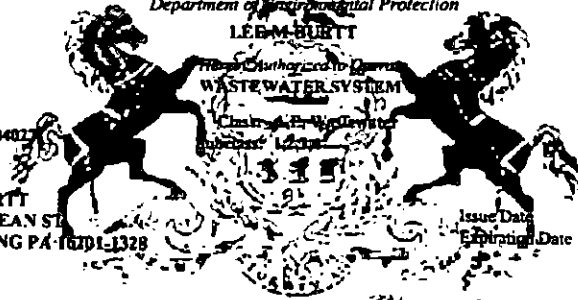
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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**Commonwealth of Pennsylvania**  
**Department of Environmental Protection**

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



**LEE M BURT**

Client ID: 304027

**LEE M BURT**  
327 N MCKEAN ST  
KITTINGING PA 16201-1328

Issue Date Oct 1, 2022  
Expiration Date Sep 30, 2025

Certificate No. 518064

Board Chairperson

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: Joint Application of Hurlbut Family Partnership and PWF   High Meadows, LLC d/b/a High Meadows under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa.C.S. § 1102(a), for Approval, <i>Nunc Pro Tunc</i> , of (1) the Transfer, by Sale, of Substantially all of the Wastewater Assets of Hurlbut Family Partnership to PWF   High Meadows, LLC d/b/a High Meadows; (2) the right of PWF   High Meadows, LLC d/b/a High Meadows to provide wastewater service to the public in a limited portion of Allegheny Township, Westmoreland County, Pennsylvania, primarily in High Meadows Mobile Home Park; and (3) the abandonment by Hurlbut Family Partnership of wastewater service to the public in a limited portion of Allegheny Township, Westmoreland County, Pennsylvania, primarily in High Meadows Mobile Home Park	:	Docket No. A-2025-_____
	:	A-2025-_____
	:	A-2025-_____

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true copy of the foregoing Joint Application dated February 25, 2025, in the manner and upon the parties listed below, in accordance with the requirements of 52 Pa Code § 3.501(d) (relating to service by a party).

**Via Certified Mail:**

Westmoreland County  
2 N. Main Street  
Suite 101  
Greensburg, PA 15601

Westmoreland County Planning Office  
40 N. Pennsylvania Avenue  
5<sup>th</sup> Floor, Suite 520  
Greensburg, PA 15601

Allegheny Township  
136 Community Building Road  
Leechburg, PA 15656

Allegheny Township Planning Commission  
136 Community Building Road  
Leechburg, PA 15656

RCVD PUC SEC BUR  
FEB 25 2025 PM2:07

PA Department of Environmental Protection  
Central Office  
Rachel Carson State Office Building  
400 Market Street  
Harrisburg, PA 17101

PA Department of Environmental Protection  
Southwest Regional Office  
400 Waterfront Drive  
Pittsburgh, PA 15222

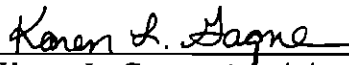
Allegheny Township Municipal Authority  
136 Community Building Road  
Leechburg, PA 15656

**Via Electronic Mail:**

PA Office of Consumer Advocate  
555 Walnut Street, 5<sup>th</sup> Floor Forum Place  
Harrisburg, PA 17101-1923  
[consumer@paoca.org](mailto:consumer@paoca.org)

PA Office of Small Business Advocate  
555 Walnut Street, 1<sup>st</sup> Floor Forum Place  
Harrisburg, PA 17101  
[ra-sba@pa.gov](mailto:ra-sba@pa.gov)

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

  
\_\_\_\_\_  
Karen L. Gagne, Administrative Assistant  
to Benjamin C. Dunlap, Jr., Esquire