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August 26, 2025

Via E-File

Matthew Homsher, Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

**Re: Aqua Pennsylvania Wastewater, Inc., PL Utilities, LLC and Deer Haven, LLC's Joint Motion for an Extension of the August 31, 2025 Deadline
Docket Nos.: A-2024-3049587 and A-2024-3049591**

Dear Secretary Homsher,

Enclosed please find Aqua Pennsylvania Wastewater, Inc., PL Utilities, LLC, and Deer Haven, LLC's Joint Motion for an Extension of the August 31, 2025 Deadline to the Pennsylvania Public Utility Commission (the "Commission") in the above-mentioned dockets. If you have any questions, please do not hesitate to reach out.

Sincerely,

Kruti B. Patel

Kruti Patel

Encls.

cc: Service List

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Joint Application of Deer Haven, L.L.C. :
and PL Utilities, LLC for approval of: (1) :
PL Utilities, LLC’s acquisition of certain :
wastewater system assets of Deer Haven, :
L.L.C.; (2) the abandonment by Deer : **Docket No. A-2024-3049587**
Haven, L.L.C. of wastewater service to the :
public in Palmyra Township, Pike County, : **Docket No. A-2024-3049591**
Pennsylvania; and (3) authorization of PL :
Utilities, LLC to offer, render, furnish and :
supply wastewater service to the public in :
a portion of Palmyra Township, Pike :
County, Pennsylvania :

JOINT MOTION FOR AN EXTENSION OF THE AUGUST 31, 2025 DEADLINE

Aqua Pennsylvania Wastewater, Inc. (“APW”), Deer Haven, LLC (“DH”), and PL Utilities, LLC (“PLU”) by and through their undersigned counsel files this Joint Motion for an Extension of the Deadline within the Order dated March 7, 2025 in the above-captioned matter, pursuant to 52 Pa. Code § 1.15, and in support of the Motion thereof aver as follows:

I. Background

1. In 2010, DH and Pocono Lakefront, LLC (“Pocono”) entered into a Grant of Capacity and Option to Purchase Agreement (“Option Agreement”) under which Pocono, or its successors and assigns, had the option to purchase the DH Water and Sewer Systems for \$1.00, subject to approval by the Commission.

2. In accordance with the Option Agreement, Pocono and DH entered into a Purchase Agreement in 2014 to effectuate the purchase by Pocono of the DH Water and Sewer systems (“Purchase Agreement”), again subject to Commission approval.

3. In accordance with the Purchase Agreement, PLU was formed to own, operate, and hold the Certificates of Public Convenience (“CPC”) of the Sewer System upon transfer from DH.

In furtherance of the transfer, PLU moved forward with construction of a new wastewater treatment plant (“PLU WWTP”), which was substantially completed in 2023, but has yet to be interconnected to the existing sewer lines from the DH sewer wastewater treatment plant (“DH Sewer WWTP”).

4. Pocono had subsequently informed DH – after execution of the Purchase Agreement – that it no longer intended to take possession of the Water System.

5. As such, on June 17, 2024, Pocono and DH filed with the Commission a Joint Application for CPCs seeking approvals necessary for the abandonment of DH’s sewer service and the commencement of sewer service by PLU (“Joint Application”).

6. While the Joint Application was pending, on August 1, 2024, DH requested that the Commission issue an Emergency Order allowing Aqua to act as a receiver to operate the DH Water and Sewer Systems.

7. In response, the Commission initiated the DH 529 Investigation as part of its Ex Parte Emergency Orders for DH Water on August 7, 2024 (as modified by the Commission’s Ratification Order on August 26, 2024) and for DH Sewer on August 15, 2024 (as ratified by the Commission’s Ratification Order on August 22, 2024) (“Ex Parte Orders”) in Docket Nos. P-2024-3050545 and P-2024-3050549, respectively.

8. As such, the Commission issued an order on August 26, 2024 staying the Commission’s evaluation of the Joint Application pending the outcome of the DH 529 Proceedings (the “Stay Order”).

9. Aqua Pennsylvania, Inc. (“AP”) and APW were appointed by the Commission to act as Receivers for DH Water and DH Sewer systems, respectively. As such, APW filed a Petition to Intervene in these dockets on December 18, 2024.

10. APW and DH filed a Joint Motion to Lift the Stay of the proceedings on December 18, 2024. On December 30, 2024, the Commission's Bureau of Investigation and Enforcement ("I&E") filed a letter of support for the Joint Motion.

11. On February 20, 2025, the Commission lifted the stay of the proceeding by Order. On March 7, 2025, the Commission entered an Order conditionally approving the Joint Application provided certain enumerated conditions were met by August 31, 2025 ("March 7 Order"), which APW, DH, and PLU now moves to extend the deadline for the reasons stated herein.

II. Argument

12. The Order conditionally approved the Joint Application, provided that DH and PLU satisfactorily file the following documents:

a. An application filed by Deer Haven, L.L.C. for Commission approval, nunc pro tunc, for the transfer of jurisdictional utility assets to Pocono Lakefront;

b. Evidence that the Pennsylvania Department of Environmental Protection issued PL Utilities, LLC a water quality management permit to operate the wastewater treatment plant constructed under Water Quality Management Permit No. 5215401, that includes a copy of the signed and stamped water quality management Post Construction Certification Form;

c. Evidence that all other water quality management permits necessary for the operation of wastewater facilities in the requested service territory have been transferred to PL Utilities, LLC, that includes a copy of said permits;

d. Evidence that the Pennsylvania Department of Environmental Protection transferred National Pollutant Discharge Elimination System Permit No. PA-0041912 from Deer Haven, L.L.C. to PL Utilities, LLC;

e. Evidence of the Pennsylvania Department of Environmental Protection's approval of an Official Sewage Facilities Act 537 Plan Revision that transfers wastewater service from Deer Haven to PL Utilities and identifies PL Utilities, LLC as the sole provider of wastewater service within the requested service territory;

f. A copy of the Notice of Termination filed with the Pennsylvania Department of Environmental Protection indicating that the Deer Haven, L.L.C. Wastewater Treatment Plant was decommissioned.

g. A copy of an executed Consent Order and Agreement between the Pennsylvania Department of Environmental Protection, PL Utilities, LLC, and Deer Haven, L.L.C., resolving Deer Haven, L.L.C.'s open violations.

13. However, several of these submissions first require approval by the Pennsylvania Department of Environmental Protection ("DEP").

14. Additionally, the March 7 Order imposed a deadline of August 31, 2025 for the Commission to receive these submissions and for the Commission's Bureau of Technical Utility Services to complete review of the documentation and determine whether all conditions have been satisfied.

15. PLU has provided the DEP many of the required submissions listed in Paragraph 12, *supra*, as required by the March 7 Order well ahead of the August 31, 2025 deadline. These items include executing a Consent Order and Agreement with the DEP and DH ("COA"), a copy of the COA is attached hereto as **Exhibit A**, submitting the needed permit transfer applications, and submitting the Act 537 Plan. However, on August 7, 2025, the DEP sent a letter to PLU noting several deficiencies in PLU's submissions. The letter is attached hereto as **Exhibit B**.

16. Since receiving the DEP's August 7, 2025 letter, PLU has been working diligently to provide the information sought by the DEP. PLU is finalizing its agreement with its third-party operator and expects the operator to execute the eDMR forms that the DEP is seeking. The balance of the information the DEP sought in the August 7, 2025 letter has been provided.

17. PLU notes that one of the items in the Commission's list relating to the Notice of Termination that the DH plant was decommissioned cannot occur until after the new plant is operational and functioning. Thus, it is not possible to satisfy this condition prior to obtaining the Commission's final approval of the Joint Application. PLU has agreed in the COA to decommission the existing plant within 180 days of the new plant beginning operations. PLU

requests that the Commission accept its agreement to decommission the DH plant within 180 days of the start of operation of the new plant in the COA to satisfy this requirement.

18. APW, DH, and PLU now move to request that the Commission extend the deadline set forth in the March 7 Order pursuant to 52 Pa. Code § 1.15 which gives the Commission authority to extend a specified time frame for “good cause by motion made before expiration of the period originally prescribed or as previously extended.”

19. Specifically, APW, DH, and PLU request that the August 31, 2025 deadline be extended to September 30, 2025 in order for PLU to address any deficiencies in its submissions to DEP and comply with the other requirements of the March 7 Order.

III. Conclusion

WHEREFORE, for the foregoing reasons, Aqua Pennsylvania Wastewater, Inc., Deer Haven, LLC and PL Utilities, LLC respectfully requests that the Commission grant this Motion to Extend the Deadline in the Commission’s March 7, 2025 Order entered in this proceeding.

Respectfully submitted,

**AQUA PENNSYLVANIA WASTEWATER,
INC.**

By: /s/ Kruti B. Patel

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Dated: August 26, 2025

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Joint Application of Deer Haven, L.L.C. :
and PL Utilities, LLC for approval of: (1) :
PL Utilities, LLC’s acquisition of certain :
wastewater system assets of Deer Haven, :
L.L.C.; (2) the abandonment by Deer : **Docket No. A-2024-3049587**
Haven, L.L.C. of wastewater service to the :
public in Palmyra Township, Pike County, : **Docket No. A-2024-3049591**
Pennsylvania; and (3) authorization of PL :
Utilities, LLC to offer, render, furnish and :
supply wastewater service to the public in :
a portion of Palmyra Township, Pike :
County, Pennsylvania :

CERTIFICATE OF SERVICE

I hereby certify that I have this 26th day of August, 2025, served a true and correct copy of the foregoing Joint Motion of Aqua Pennsylvania Wastewater, Inc., Deer Haven, LLC and PL Utilities, LLC upon the persons and in the manner set forth below:

VIA E-FILING AND ELECTRONIC MAIL

PA PUC

E-file Only

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Exhibit A

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In the Matter of:

Deer Haven, L.L.C. 15 Picatinny Road Morristown, NJ 07960	:	Violations of The Clean Streams Law and NPDES Permit No. PA0041912 Palmyra Township, Pike County and
Pocono Lakefront, LLC 61 West 62nd Street, #22E New York, New York, 10023	:	Transfer of Deer Haven Sewer System to PL Utilities
PL Utilities, LLC 61 West 62nd Street, #22E New York, New York, 10023	:	

CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement is entered into this 17th day of July 2025, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department"), Deer Haven, L.L.C., Pocono Lakefront, LLC, and PL Utilities LLC.

The Department has found and determined the following:

A. The Department is the agency with the duty and authority to administer and enforce The Clean Streams Law, Act of June 22, 1937, P.L. 1987, *as amended*, 35 P.S. § 691.1-691.1001 ("Clean Streams Law"); Section 1917-A of the Administrative Code of 1929, Act of April 9, 1929, P.L. 177, *as amended*, 71 P.S. § 510-17 ("Administrative Code"), and the rules and regulations promulgated thereunder.

B. Deer Haven, L.L.C. is a limited liability company that operates a wastewater treatment plant ("WWTP"), and accompanying wastewater collection system (collectively "Sewer System") located at 839 Route 507, Greentown, Pennsylvania 18426, and maintains a mailing address of 15 Picatinny Road, Morristown, NJ 07960 ("Deer Haven").

C. Pocono Lakefront, LLC is a limited liability company that maintains a mailing address of West 62nd Street, #22E, New York, New York, 10023 ("Pocono Lakefront").

D. PL Utilities, LLC is a limited liability company that maintains a mailing address of 61 West 62nd Steet, #22 E, New York, New York 10023 ("PLU").

E. Deer Haven, Pocono Lakefront, and PLU are each a "person" as defined in Section 1 of The Clean Streams Law, 35 P.S. § 691.1.

F. On June 27, 2012, the Department reissued National Pollutant Discharge

Elimination System Permit No. PA0041912 ("NPDES Permit") to Deer Haven, which authorized a discharge of treated sewage to Lake Wallenpaupack, in accordance with effluent limitations, monitoring requirements, and other conditions set forth in this NPDES Permit. The effective date of the NPDES Permit was July 1, 2012 with an expiration date of June 30, 2017.

G. On December 10, 2014, in response to an application by Kiley Associates, LLC on behalf of Pocono Lakefront, the Delaware River Basin Commission issued a decision at Docket No. D-1974-091 CP-2, approving Deer Haven's existing 0.07 mgd wastewater treatment plant and discharge; approved amending the service area to include 218 townhouses that will be included in the proposed Phase I development and the accompanying 0.07 mgd WWTP that will replace the Deer Haven WWTP upon completion of construction. That approval was set to expire on June 30, 2022. Currently pending with the DRBC is a 2018 application by PL Utilities, which the DRBC has described on its docket as "An application to renew the approval...".

H. On November 3, 2015, the Department issued Water Quality Management ("WQM") Permit No. 5215401 to Pocono Lakefront, which authorized the construction of a proposed wastewater treatment plant, sewage conveyance system and three (3) pump stations that will serve 218 townhouse units, a clubhouse facility, and a recreational area with a swimming pool and restrooms ("Pocono Lake WWTP").

I. Deer Haven is required by the NPDES Permit and Sections 201 and 202 of The Clean Streams Law, 35 P.S. §§ 691.201 and 691.202, to fully comply with the effluent limits set forth in the NPDES Permit.

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

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

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

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

Permit:

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

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

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

<u>Monitoring Period</u>	<u>Parameters</u>	<u>Sample Type Required</u>	<u>Sample Type Reported</u>
April 2015, May 2015, July 2015	CBOD ₅ TSS Ammonia-Nitrogen Total Phosphorus	8-hour composite	Grab

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

<u>Monitoring Period</u>	<u>Parameters</u>
June 2015	CBOD ₅ TSS Ammonia-Nitrogen Total Phosphorus

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

<u>Monitoring Period</u>	<u>Parameter</u>	<u>Permit Limit</u>	<u>Reported Value</u>
August 2015	Ammonia-Nitrogen <i>Average Monthly</i>	3.0 mg/L	4.09 mg/L
August 2015	Fecal Coliform <i>Geometric Mean</i>	200/100 mL	2,800/100 mL
August 2015	Fecal Coliform <i>Instantaneous Max</i>	1,000/100 mL	2,800/100 mL
September 2015	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	0.98 mg/L

February 2016	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	0.9 mg/L
April 2016	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	0.9 mg/L
May 2016	Ammonia-Nitrogen <i>Average Monthly</i>	3.0 mg/L	5.0 mg/L
May 2016	Fecal Coliform <i>Geometric Mean</i>	200/100 mL	220/100 mL
May 2016	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	1.0 mg/L
June 2016	Ammonia-Nitrogen <i>Average Monthly</i>	3.0 mg/L	19.0 mg/L
June 2016	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	2.4 mg/L
September 2016	Total Suspended Solids <i>Average Monthly</i>	30 mg/L	72 mg/L
September 2016	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	3.5 mg/L
October 2016	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	1.4 mg/L
November 2016	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	0.8 mg/L
December 2016	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	1.1 mg/L
February 2017	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	1.4 mg/L
March 2017	CBOD ₅ <i>Average Monthly</i>	10.0 mg/L	12.0 mg/L
May 2017	Ammonia-Nitrogen <i>Average Monthly</i>	3.0 mg/L	4.2 mg/L
May 2017	Fecal Coliform <i>Geometric Mean</i>	200/100 mL	530/100 mL
June 2017	Ammonia-Nitrogen <i>Average Monthly</i>	3.0 mg/L	13.0 mg/L
June 2017	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	0.7 mg/L
August 2017	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	1.5 mg/L
October 2017	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	1.1 mg/L
December 2017	Dissolved Oxygen <i>Minimum</i>	6.0 mg/L	2.4 mg/L
February 2018	Fecal Coliform <i>Geometric Mean</i>	2,000/100 mL	9,500/100 mL
May 2018	Ammonia-Nitrogen <i>Average Monthly</i>	3.0 mg/L	12.4 mg/L
May 2018	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	0.92 mg/L

June 2018	Dissolved Oxygen <i>Minimum</i>	6.0 mg/L	1.7 mg/L
June 2018	Ammonia-Nitrogen <i>Average Monthly</i>	3.0 mg/L	15.8 mg/L
July 2018	Dissolved Oxygen <i>Minimum</i>	6.0 mg/L	1.7 mg/L
July 2018	CBOD ₅ <i>Average Monthly</i>	10.0 mg/L	13.0 mg/L
July 2018	Fecal Coliform <i>Geometric Mean</i>	200/100 mL	>600/100 mL
July 2018	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	1.38 mg/L
September 2018	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	1.88 mg/L

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

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

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

	Total Residual Chlorine <i>Monthly Average (mg/L)</i>
	Total Residual Chlorine <i>Instantaneous Maximum (mg/L)</i>
	CBOD₅ <i>Average Monthly (mg/L)</i>
	Total Suspended Solids <i>Average Monthly (mg/L)</i>
	Fecal Coliform <i>Geometric Mean</i>
	Fecal Coliform <i>Instantaneous Maximum</i>
	Ammonia-Nitrogen <i>Average Monthly (mg/L)</i>
	Total Phosphorus <i>Average Monthly (mg/L)</i>
	Total Phosphorus <i>Average Monthly Loading (lbs/day)</i>
November 2016	Total Residual Chlorine <i>Average Monthly (mg/L)</i>
	Total Residual Chlorine <i>Instantaneous Maximum (mg/L)</i>
July 2017	CBOD₅ <i>Average Monthly (mg/L)</i>
	Total Suspended Solids <i>Average Monthly (mg/L)</i>
	Fecal Coliform <i>Geometric Mean</i>
	Fecal Coliform <i>Instantaneous Maximum</i>
	Ammonia-Nitrogen <i>Average Monthly (mg/L)</i>
	Total Phosphorus <i>Average Monthly (mg/L)</i>
	Total Phosphorus <i>Average Monthly Loading (lbs/day)</i>
February 2018	Dissolved Oxygen <i>Instantaneous Minimum (mg/L)</i>
	Total Residual Chlorine <i>Average Monthly (mg/L)</i>
	Total Residual Chlorine <i>Instantaneous Maximum (mg/L)</i>
April 2018	Dissolved Oxygen <i>Instantaneous Minimum (mg/L)</i>
	Total Residual Chlorine <i>Average Monthly (mg/L)</i>
	Total Residual Chlorine <i>Instantaneous Maximum (mg/L)</i>
May 2018	Dissolved Oxygen <i>Instantaneous Maximum (mg/L)</i>

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

<u>Monitoring Period</u>	<u>Parameters</u>	<u>Sample Type Required</u>	<u>Sample Type Reported</u>
August 2015 through December 2015	CBOD ₅ Total Suspended Solids Ammonia-Nitrogen Total Phosphorus	8-hour composite	Grab samples
April 2016 through June 2016; October 2016 and November 2016	CBOD ₅ Total Suspended Solids Ammonia-Nitrogen Total Phosphorus	8-hour composite	Grab samples
September 2016 and December 2016	CBOD ₅ Total Suspended Solids	8-hour composite	Grab samples
January 2017 and February 2017	CBOD ₅ Total Suspended Solids Ammonia-Nitrogen Total Phosphorus	8-hour composite	Grab samples
March 2017 through May 2017	CBOD ₅ Total Suspended Solids	8-hour composite	Grab samples
June 2017 and August 2017; October 2017 through December 2017	CBOD ₅ Total Suspended Solids Ammonia-Nitrogen Total Phosphorus	8-hour composite	Grab samples
February 2018 through July 2018	CBOD ₅ Total Suspended Solids Ammonia-Nitrogen Total Phosphorus	8-hour composite	Grab samples

T. Section 92a.62 of the Department's regulations, 25 Pa. Code § 92a.62, requires permittees to pay an annual fee to the Clean Water Fund. The annual fee is due on each anniversary of the effective date of the NPDES permit.

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

V. Deer Haven failed to pay the 2016 annual fee by July 1, 2016.

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

X. Deer Haven failed to submit the 2016 annual fee as requested in the Department's August 2, 2016 NOV.

Y. On September 1, 2016, the Department issued an Administrative Order to Deer Haven. The Administrative Order addressed the violations noted in Paragraphs V and X and required Deer Haven to submit the 2016 annual fee within ten (10) days of this Administrative Order.

Z. Deer Haven failed to submit the 2016 annual fee as requested in the Department's September 1, 2016 Administrative Order.

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

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

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

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

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

FF. Deer Haven did not submit its NPDES Permit renewal application on or before January 1, 2017.

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

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

II. Deer Haven's NPDES Permit expired on June 30, 2017.

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

<u>Monitoring Period</u>	<u>Parameters</u>
September 2017	Ammonia-Nitrogen Total Phosphorus

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

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

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

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

NN. Deer Haven failed to pay the 2018 annual fee by July 1, 2018.

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

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

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

**June
2018**

- Dissolved Oxygen minimum was reported as 6.86 mg/L. The Daily Effluent Supplemental Report listed four (4) readings ranging from 1.70 to 1.73 mg/L, with the minimum being 1.70 mg/L;
- Total Residual Chlorine Instantaneous Max was not recorded in the proper block;
- Sample frequency of CBOD₅, Total Suspended Solids, and Fecal Coliform were not reported and;
- Total Phosphorus was not reported on the Daily Effluent Monitoring Supplemental Report.

July 2018

- Dissolved Oxygen minimum was reported as 6.86 mg/L. The Daily Effluent Supplemental Report listed four (4) values ranging from 1.70 mg/L to 1.73 mg/L, with the minimum value being 1.70 mg/L;
- Total Residual Chlorine Instantaneous Max and Fecal Coliform Instantaneous Max were not recorded in the proper blocks;
- Sample frequency of CBOD₅, Total Suspended Solids, and Fecal Coliform were not reported;
- On the Daily Effluent Monitoring Supplemental Report, Fecal Coliform was reported as 600/100 mL, whereas the DMR and laboratory results reported >600/100 mL and;
- Total Phosphorus was not reported on the Daily Effluent Monitoring Supplemental Report.

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

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

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

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

UU. On October 10, 2018, the Department issued an Administrative Order to Deer Haven. The Administrative Order addressed the violations noted in Paragraphs NN and TT and required Deer Haven to submit the 2018 annual fee within ten (10) days of this Administrative Order.

VV. Deer Haven failed to submit the 2018 annual fee as requested in the Department's October 10, 2018 Administrative Order.

WW. The NPDES Permit requires that Deer Haven sample Total Residual Chlorine once

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

XX. On December 13, 2018, the Department sent an NOV, notifying Deer Haven of its violations noted in Paragraphs J, L, N, O, P, R, S, GG, JJ, LL, QQ, RR, and WW. The NOV requested Deer Haven along with anyone else deemed necessary, personally attend an enforcement conference in the Department's Northeast Regional Office on February 6, 2019.

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

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

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

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

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

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

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

DDD. Deer Haven failed to pay the 2019 annual fee by July 1, 2019.

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

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

GGG. On September 5, 2019, the Department sent an NOV notifying Deer Haven of its failure to pay the 2019 annual fee for the NPDES Permit under the authority of 25 Pa. Code § 92a.62, violation noted in Paragraphs DDD and FFF. Said NOV requested payment of the 2019

annual fee within 15 days from the date of this NOV.

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

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

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

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

LLL. Deer Haven failed to pay the 2020 annual fee by July 1, 2020.

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

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

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

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

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

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

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

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

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

VVV. Deer Haven failed to pay the 2021 annual fee by July 1, 2021.

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

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

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

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

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

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

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

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

July 2019	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	0.96 mg/L
August 2019	Dissolved Oxygen <i>Minimum</i>	6.0 mg/L	5.6 mg/L
August 2019	Fecal Coliform <i>Geometric Mean</i>	200/100 mL	238/100 mL
September 2019	Dissolved Oxygen <i>Minimum</i>	6.0 mg/L	4.8 mg/L
September 2019	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	0.8 mg/L
March 2020	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	<0.7 mg/L
April 2020	CBOD ₅ <i>Average Monthly</i>	10.0 mg/L	24.0 mg/L
April 2020	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	1.0 mg/L
May 2020	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	0.9 mg/L
May 2020	Ammonia-Nitrogen <i>Average Monthly</i>	3.0 mg/L	15.2 mg/L
June 2020	Dissolved Oxygen <i>Minimum</i>	6.0 mg/L	3.3 mg/L
June 2020	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	1.7 mg/L
July 2020	Dissolved Oxygen <i>Minimum</i>	6.0 mg/L	3.3 mg/L
July 2020	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	5.2 mg/L
August 2020	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	0.6 mg/L
September 2020	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	4.4 mg/L
January 2021	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	4.5 mg/L
March 2021	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	3.1 mg/L
July 2021	Fecal Coliform <i>Geometric Mean</i>	200/100 mL	326/100 mL
July 2021	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	3.1 mg/L
December 2021	Total Residual Chlorine <i>Average Monthly</i>	1.2 mg/L	1.4 mg/L
January 2022	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	3.2 mg/L

DDDD. Deer Haven failed to sample in accordance with the required sample frequency as

reported by Deer Haven's monthly DMRs, as follows:

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

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

FFFF. Part A. II. of the NPDES Permit defines a composite sample as a combination of individual samples (at least eight for a 24-hour period or four for an 8-hour period) of at least 100 milliliters (mL) each obtained at spaced time intervals during the compositing period. The composite must be flow-proportional in that 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.

GGGG. On May 10, 2022, the Department again conducted a CEI of the WWTP. In addition, to the same conditions documented in the inspections noted in Paragraphs KK and YY, the Department noted the following violations:

- The Department documented the following operation and maintenance conditions in violation Part B.I.E(2) of the NPDES Permit:
 - o A large "boil" was noted in the aeration system of the rear treatment train;
 - o The aeration basin contents appeared extremely thin with the Return Activated Sludge feed almost clear in appearance;
 - o The structurally questionable pipe repair between the two clarifiers had not been addressed and;
 - o Large pieces of debris were observed in the rear treatment aeration basin.
- The Department noted there was no NIST thermometer in the on-site composite sampler to determine whether samples are maintained at the proper temperature in violation of Part A.III.A(4) of the NPDES Permit.

- The Department noted composite samples collected by Deer Haven are not flow proportional as required by Part A.II. of the NPDES Permit.

HHHH. On April 1, 2022, the Department issued an invoice to Deer Haven for payment of its 2022 annual fee for the NPDES Permit by July 1, 2022 under the authority of 25 Pa. Code § 92a.62.

III. Deer Haven failed to pay the 2022 annual fee by July 1, 2022.

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

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

KKKK. On August 2, 2022, the Department sent Deer Haven a correspondence reminding Deer Haven that its 2022 annual fee was due by July 1, 2022. Said correspondence requested payment of the annual fee within 15 days from the date of this letter.

LLLL. Deer Haven failed to submit its 2022 annual fee as requested in the Department's August 2, 2022 correspondence.

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

NNNN. The Department did not receive a written response from Deer Haven as requested, to the Department's August 3, 2022 NOV.

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

PPPP. Deer Haven failed to submit its 2022 annual fee as requested in the Department's September 7, 2022 NOV.

QQQQ. On September 13, 2022, the Department re-sent the NOV noted in Paragraph MMMM, via certified mail to Deer Haven.

RRRR. Part B.I.C. of the NPDES Permit states the permittee shall furnish to the Department, within a reasonable time, any information which the Department may request to

determine whether cause exists for modifying, revoking, and reissuing, or terminating this permit, or to determine compliance with this permit.

SSSS. The Department has not received a written response from Deer Haven as requested to the Department's September 13, 2022 NOV in violation of Part B.I.C. of the NPDES Permit.

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

UUUU. Deer Haven failed to submit its 2022 annual fee as requested in the Department's October 7, 2021 Administrative Order.

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

WWWW. On April 1, 2023, the Department issued an invoice to Deer Haven for payment of its 2023 annual fee for the NPDES Permit by July 1, 2023 under the authority of 25 Pa. Code § 92a.62.

XXXX. On May 25, 2023, representatives of Deer Haven, Pocono Lakefront, and the Department participated in a meeting at the Department's Northeast Regional Office to discuss Deer Haven's and Pocono Lakefront's plans for their facilities and associated Department requirements.

YYYY. Deer Haven again failed to pay the 2023 annual fee by July 1, 2023.

ZZZZ. On August 2, 2023, the Department sent Deer Haven a correspondence reminding Deer Haven that its 2023 annual fee was due by July 1, 2023. Said correspondence requested payment of the annual fee within 15 days from the date of this letter.

AAAAA. Deer Haven failed to submit its 2023 annual fee as requested in the Department's August 2, 2023 correspondence.

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

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

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

DDDDD. Deer Haven failed to submit its 2023 annual fee as requested in the Department's September 6, 2023 NOV.

EEEEE. Part B.I.D.1 of the NPDES Permit requires that a sewage treatment facility must be operated by a certified treatment plant operator of adequate classification.

FFFFF. 25 Pa. Code § 302.1202(c) requires permittees who wish to make a change in available operator to submit notification of this change to the Department within 10 calendar days of its change in operators.

GGGGG. On November 21, 2023, Pocono Waterworks Company Inc. submitted a letter to the Department notifying the Department that Pocono Waterworks Company Inc. ceased operations of the Deer Haven WWTP on September 8, 2023.

HHHHH. Deer Haven did not notify the Department that it intended to change its available operator by August 29, 2023, 10 days prior to the relinquishment of the current certified treatment plant operator on September 8, 2023.

IIII. Deer Haven's failure to submit notice of a change in available operator on or before August 29, 2023, while intending to continue operation past the relinquishment of the current certified operator constitutes a violation of 25 Pa. Code § 302.1202(c).

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

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

KKKKK. On February 13, 2024, the Department was notified that Environmental Service Corporation ("ESC") was taking over operation of the WWTP. Certified Operation by ESC began on February 14, 2024.

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

MMMMM. Section 202 of the Clean Streams Law, 35 P.S. § 691.202, prohibits the discharge of sewage by any person or municipality into the waters of this Commonwealth

without a permit or contrary to the terms of a permit.

NNNNN. On April 10, 2024, the Department received from Deer Haven's operator written notification of a pollution incident that occurred at the WWTP on March 30, 2024. Said notification indicated an unknown volume of treated sewage discharged through the WWTP's doors rather than the permitted Outfall 001. The cause of the overflow was attributed to a disconnected sewer main. Corrective actions taken include jetting and cleaning the lines along with repairing the sewer main.

OOOOO. Deer Haven's April 10, 2024 pollution incident constitutes a violation of Section 202 of the Clean Streams Law 35 P.S. § 691.202.

PPPPP. Section 92a.41(b) of the Department's regulations, 25 Pa. Code § 92a.41(b), also requires that the permittee must submit written notification of a pollution incident within 5 days of the time the permittee becomes aware of the incident causing or threatening pollution. Failure to do so constitutes unlawful conduct under Section 611 of The Clean Streams Law, 35 P.S. § 691.611.

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

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

SSSSS. As of date of this Consent Order and Agreement, the following annual fees remain outstanding for Deer Haven in violation of 25 Pa. Code § 92a.62:

<u>Invoice Date</u>	<u>Amount Due</u>
April 1, 2013	\$500.00
April 1, 2014	\$500.00
April 1, 2015	\$500.00
April 1, 2016	\$500.00
April 1, 2018	\$500.00
April 1, 2019	\$500.00
April 1, 2020	\$500.00
April 1, 2021	\$500.00
April 1, 2022	\$1,000.00
April 1, 2023	\$1,000.00
April 1, 2024	\$1,000.00
April 1, 2025	\$1,000.00
<hr/>	
Total Due	\$8,000.00

TTTTT. Deer Haven's failure to submit each annual fee, as described in Paragraphs V, NN, DDD, LLL, VVV, IIII, and YYYY constitutes violations of 25 Pa. Code § 92a.62.

UUUUU. Deer Haven again exceeded the NPDES Permit's effluent limitations as

reported by Deer Haven's monthly DMRs, as follows:

<u>Monitoring Period</u>	<u>Parameter</u>	<u>Permit Limit</u>	<u>Reported Value</u>
May 2024	Ammonia-Nitrogen <i>Average Monthly</i>	3.0 mg/L	8.2 mg/L
	Fecal Coliform <i>Instantaneous Max</i>	1,000/100 mL	2,419.6/100 mL
June 2024	Ammonia-Nitrogen <i>Average Monthly</i>	3.0 mg/L	15.9 mg/L
	Fecal Coliform <i>Instantaneous Max</i>	1,000/100 mL	2,419.6/100 mL
	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	<2.7 mg/L
July 2024	Ammonia-Nitrogen <i>Average Monthly</i>	3.0 mg/L	9.3 mg/L
	Fecal Coliform <i>Instantaneous Max</i>	1,000/100 mL	2,419.6/100 mL
	Total Phosphorus <i>Average Monthly</i>	0.5 mg/L	<2.595 mg/L
	CBOD ₅ <i>Average Monthly</i>	10.0 mg/L	<13.1 mg/L

VVVVV. From June 30, 2017 until August 15, 2024 when Aqua Pennsylvania Wastewater, Inc. ("Aqua") took over as receiver of the sewer system, Deer Haven has been discharging treated sewage into the waters of the Commonwealth without a valid permit from the Department in violation of Section 202 of The Clean Streams Law, 35 P.S. § 691.202.

WWWWW. On June 18, 2024, Deer Haven and PLU filed a Joint Application with the Public Utility Commission ("PUC") seeking certificates of public convenience, evidencing the PUC's approval of PLU's acquisition of certain wastewater system assets of Deer Haven, the abandonment by Deer Haven of wastewater service to the public in Palmyra Township, Pike County, PA, and authorization of PLU to offer, render, furnish, supply, wastewater service to the public in a portion of Palmyra Township through the Pocono Lakefront WWTP.

XXXXX. On August 1, 2024, Deer Haven filed a Petition with the PUC that requested the issuance of an ex parte emergency order appointing Aqua to act as a temporary receiver to operate its WWTP and Sewer System.

YYYYY. Although the PUC initially denied the Deer Haven petition via an August 7, 2024 Secretarial Letter, after a renewed request by Deer Haven, the Chairman of the PUC entered an August 15, 2024 ex parte emergency order ("August 15 Emergency Order") at Docket No. P-2024-3050549 that granted Deer Haven's renewed request with respect to Deer Haven's WWTP and Sewer System. The August 15 Emergency Order also initiated an investigation into whether the PUC should order a capable public utility to acquire Deer Haven's WWTP and Sewer System pursuant to 66 Pa.C.S. § 529 at PUC Docket No. I-2024-3051541 ("529 Investigation"). The August 15 Emergency Order also directed Aqua to act as the receiver ("Receiver") for Deer Haven's WWTP and Sewer System beginning August 15, 2024, and to

continue during the pendency of a proceeding pursuant to Section 529(g) of the Code, 66 Pa.C.S. § 529(g).

ZZZZZ. In response to the PUC Order, Aqua assumed the operation of the Deer Haven WWTP and Sewer System.

AAAAAA. On August 22, 2024, the PUC entered an Order staying Deer Haven's and PLU's Joint Application proceeding, pending the outcome of the 529 Investigation.

BBBBBB. On December 17, 2024, Aqua along with Deer Haven, filed a joint motion to lift the stay of proceedings.

CCCCCC. On February 20, 2025, the PUC lifted the stay on the Joint Application proceeding.

DDDDDD. On March 7, 2025, the PUC entered an order conditionally granting the Joint Application.

EEEEEE. The Conditions of the March 7, 2025 PUC Order are as follows:

1. An application filed by Deer Haven for PUC approval, to allow the transfer of its jurisdictional assets to Pocono Lakefront;
2. The issuance of a water quality management permit to operate the wastewater treatment plant constructed under Water Quality Management Permit No. 5215401, that includes a copy of the signed and stamped water quality management Post Construction Certification Form from the Department to PLU.
3. The transfer of all other water quality management permits necessary for the operation of wastewater facilities in the requested service territory to PLU;
4. The transfer of the National Pollutant Discharge Elimination System Permit No. PA-0041912 from Deer Haven to PLU by the Department;
5. Approval by the Department of an Official Sewage Facilities Act 537 Plan Revision that transfers wastewater service from Deer Haven to PLU and identifies PLU as the sole provider of wastewater service within the requested service territory;
6. Filing of a Notice of Termination filed with the Department indicating that the Deer Haven Wastewater Treatment Plant was decommissioned; and
7. Execute a Consent Order and Agreement between the Department, PLU, and Deer Haven, resolving Deer Haven's open violations.

FFFFFF. Pursuant to WQM No. 5215401, construction of the Pocono Lakefront WWTP was authorized in the name of Pocono Lakefront.

GGGGGG. As of the date of this Consent Order & Agreement, the Delaware River Basin Commission ("DRBC") has not approved PLU's request for the assignment of the DRBC docket from Pocono Lakefront to PLU or to extend the permit deadline.

HHHHHH. The violations described in Paragraphs J, L, N, O, P, R, S, V, X, Z, GG, HH, II, JJ, LL, NN, QQ, RR, TT, VV, WW, ZZ, AAA, BBB, DDD, FFF, HHH, JJJ, LLL, NNN, PPP, RRR, TTT, VVV, XXX, ZZZ, BBBB, CCCC, DDDD, GGGG, IIII, JJJJ, LLLL, NNNN, PPPP, SSSS, UUUU, YYYYY, AAAAA, BBBB, DDDDD, IIII, JJJJ, OOOOO, QQQQQ, RRRRR, SSSSS, TTTTT, UUUUU and VVVVV constitute unlawful conduct under Section 611 of The Clean Streams Law, 35 P.S. § 691.611; a statutory nuisance under Section 601 of The Clean Streams Law, 35 P.S. § 691.601; and subject Deer Haven to civil penalty liability under Section 605 of The Clean Streams Law, 35 P.S. § 691.605.

Order

After full and complete negotiation of all matters set forth in this Consent Order and Agreement and upon mutual exchange of covenants contained herein, the parties desiring to avoid litigation and intending to be legally bound, it is hereby ORDERED by the Department and AGREED to by Deer Haven, Pocono Lakefront, and PLU as follows:

1. Authority. This Consent Order and Agreement is an Order of the Department authorized and issued pursuant to Section 5 of The Clean Streams Law, 35 P.S. § 691.5, and Section 1917-A of the Administrative Code, 71 P.S. § 510-17.

2. Findings.

a. In any matter or proceeding between the Department and Deer Haven, Pocono Lakefront, and/or PLU, Deer Haven, Pocono Lakefront, and/or PLU shall not challenge or deny the Department's assertion of the truth, accuracy, or validity of Paragraphs A through HHHHHH, above.

b. The parties do not authorize any other persons to use the findings in this Consent Order and Agreement in any matter or proceeding.

3. Corrective Action.

a. Within 30 days of the date of this Consent Order and Agreement, Deer Haven shall pay all outstanding annual fees noted in Paragraph SSSSS above. Checks should be made payable to the "Commonwealth of Pennsylvania." Please include your permit number with all correspondence. Payment should be mailed to the following address:

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

b. PLU and Deer Haven shall complete the following:

- i. Within thirty (30) days of the date of this Consent Order and Agreement, PLU, through Palmyra Township, shall submit to the Department a limited scope Act 537 Transfer Plan Update Revision ("Transfer Plan") that addresses the transfer of ownership of the WWTP from Deer Haven to PLU. The Transfer Plan shall contain applicable and appropriate elements referenced in the Department's draft guidance entitled "Private-to-Private Wastewater Disposal System Transfers – Act 537 Planning Requirements."
- ii. Within thirty (30) days of the Department's approval of the Act 537 Plan Update authorizing the transfer of the Deer Haven wastewater system to PLU, Pocono Lakefront and PLU shall submit an Application to Transfer the WQM Permit No. PA-5215401 for the construction of the Pocono Lakefront WWTP from Pocono Lakefront to PLU, and any other WQM permits that need to be transferred for PLU to own and operate the wastewater system.
- iii. Within thirty (30) days of later of the Department's issuance of the current draft National Pollutant Discharge Elimination System Permit No. PA-0041912 as final to Deer Haven or the Department's approval of the Act 537 Plan Update authorizing the transfer of the Deer Haven wastewater system to PLU, PLU shall file an Application for NPDES Permit Transfer with the Department seeking approval of the transfer of NPDES Permit No. PA-0041912 from Deer Haven to PLU.
- iv. Within sixty (60) days of the date of this Consent Order and Agreement, PLU shall complete construction of the Pocono Lake WWTP, and within thirty (30) days of the completion of the remaining construction of the Pocono Lake WWTP, PLU shall submit to the Department the Post Construction Certification Form for the Department's approval;
- v. Within one hundred and eighty (180) days of the date the new Pocono Lakefront WWTP begins treating sewage from the wastewater collection system, this Consent Order and Agreement, PLU shall complete the decommissioning process per the accepted Decommissioning Plan.

c. If the Department determines Deer Haven and/or PLU failed to satisfy the requirements of paragraph 3.b), as detailed above, then Deer Haven shall fully cooperate with the PUC's 529 Investigation at PUC Docket No. I-2024-3051541 to finalize a transfer of the sewer system to a capable utility operator.

4. Civil Penalty Settlement. Upon signing this Consent Order and Agreement, Deer

Haven, LLC shall pay, in addition to the fees set forth in Paragraph SSSSS, a civil penalty of five thousand, five hundred dollars (\$5,500.00). This payment is in settlement of the Department's claim for civil penalties for the violations and dates set forth in Paragraphs JJJ, LLL, NNN, PPP, RRR, TTT, VVV, XXX, ZZZ, BBBB, CCCC, DDDD, GGGG, IIII, JJJJ, LLLL, NNNN, PPPP, SSSS, UUUU, YYYYY, AAAAA, BBBB, DDDDD, IIIII, JJJJJ, OOOOO, QQQQQ, RRRRR, SSSSS, TTTTT, and UUUUU, and VVVVV above. The payment shall be made by corporate check or the like made payable to the "Commonwealth of Pennsylvania -Clean Water Fund" and sent to Patrick Musinski, Environmental Group Manager, Pennsylvania Department of Environmental Protection, Clean Water Program, 2 Public Square, Wilkes-Barre, PA 18701-1915.

5. Stipulated Civil Penalties.

a. In the event Deer Haven, Pocono Lakefront, or PLU fails to comply in a timely manner with any term or provision of this Consent Order and Agreement, the party failing to comply shall be in violation of this Consent Order and Agreement and, in addition to other applicable remedies, shall pay a civil penalty in the amount of two hundred and fifty (\$250.00) per day for each violation.

b. In the event Deer Haven, Pocono Lakefront, or PLU-violates any monitoring requirement or permit limit established in NPDES Permit, either instantaneous or DMR related, during the life of this Consent Order and Agreement, the party failing to comply shall be in violation of this Consent Order and Agreement and shall pay a civil penalty in the amount of five hundred (\$500.00) dollars for each violation.

c. Stipulated civil penalty payments shall be payable monthly on or before the fifteenth day of each succeeding month, and shall be forwarded as described in Paragraph 4 (Civil Penalty Settlement) above.

d. Any payment under this paragraph shall neither waive the duty of Deer Haven, Pocono Lakefront, and/or PLU to meet their obligations under this Consent Order and Agreement nor preclude the Department from commencing an action to compel Deer Haven, Pocono Lakefront, and/or PLU compliance with the terms and conditions of this Consent Order and Agreement. The payment resolves only Deer Haven's, Pocono Lakefront, and/or PLU's liability for civil penalties arising from the violations of this Consent Order and Agreement for which the payment is made.

e. Stipulated civil penalties shall be due automatically and without notice.

6. Additional Remedies.

a. In the event Deer Haven, Pocono Lakefront, and/or PLU fails to comply with any provision of this Consent Order and Agreement, the Department may, in addition to the remedies prescribed herein, pursue any remedy available for a violation of an Order of the Department, including an action to enforce this Consent Order and Agreement against the party/parties that has/have failed to comply.

b. The remedies provided by this paragraph and Paragraph 5 (Stipulated Civil Penalties) are cumulative and the exercise of one does not preclude the exercise of any other. The failure of the Department to pursue any remedy shall not be deemed to be a waiver of that remedy. The payment of a stipulated civil penalty, however, shall preclude any further assessment of civil penalties for the violation for which the stipulated penalty is paid.

7. Reservation of Rights. The Department reserves the right to require additional measures to achieve compliance with applicable law. Deer Haven, Pocono Lakefront, and/or PLU reserves the right to challenge any action which the Department may take to require those measures.

8. Liability of Parties. Deer Haven, Pocono Lakefront, and PLU shall inform all persons necessary for the implementation of this Agreement of the terms and conditions of this COA. Deer Haven shall be liable for violations of Paragraphs 3.a., 3.b.i), 3.b.vi), and 3.c., above, including those violations caused by, contributed to or allowed by its directors, officers, agents, managers, servants, and privies and any persons, contractors and consultants acting under or for Deer Haven. Pocono Lakefront shall be liable for violations of Paragraph 3.b. iii) above, including those violations caused by, contributed to, or allowed by its directors, officers, agents, managers, servants, and privies and any persons, contractors and consultants acting under or for Pocono Lakefront. PLU shall be liable for violations of Paragraphs 3.b. ii). through and including 3.b.vi). above, including those violations caused by, contributed to, or allowed by its directors, officers, agents, managers, servants, and privies and any persons, contractors and consultants acting under or for PLU.

9. Transfer of Site.

a. The duties and obligations under this Consent Order and Agreement shall not be modified, diminished, terminated or otherwise altered by the transfer of any legal or equitable interest in the Site or any part thereof.

b. Except as otherwise contemplated herein (including any transfer from Deer Haven to PLU), if Deer Haven, Pocono Lakefront, and/or PLU intend(s) to transfer any legal or equitable interest in the Site which is affected by this Consent Order and Agreement, Deer Haven, Pocono Lakefront, and/or PLU shall serve a copy of this Consent Order and Agreement upon the prospective transferee of the legal and equitable interest at least thirty (30) days prior to the contemplated transfer and shall simultaneously inform the Northeast Regional Office of the Department of such intent.

10. Correspondence with Department. All correspondence with the Department concerning this Consent Order and Agreement shall be addressed to:

Clean Water Program Manager
Clean Water Program
Department of Environmental Protection
2 Public Square
Wilkes-Barre, PA 18701-1915
Phone (570) 826-2511

Fax (570) 830-3016

11. Correspondence with Deer Haven, L.L.C. All correspondence with Deer Haven, L.L.C. concerning this Consent Order and Agreement shall be addressed to:

Sam Shahar
Deer Haven, L.L.C.
15 Picatinny Road
Morristown, NJ 07960
Phone (973) 610-1661
Fax (973) 605-2036

with a copy to:

Adeolu Bakare, Esq.
McNees Wallace Nurick, LLC
100 Pine Street
Harrisburg, PA 17101
Phone: (717) 232-8000
Email: abakare@mcneeslaw.com

Deer Haven, L.L.C. shall notify the Department whenever there is a change in the contact person's name, title, or address. Service of any notice or any legal process for any purpose under this Consent Order and Agreement, including its enforcement, may be made by mailing a copy by first class mail to the above address.

12. Correspondence with Pocono Lakefront, LLC and PL Utilities. All correspondence with Pocono Lakefront, LLC and PL Utilities concerning this Consent Order and Agreement shall be addressed to:

Jacob Goren
40 Warren Street
Paterson, NJ 07524
Phone (973)-279-2050
Fax (973)-279-8987

with a copy to:

Mark J. Shaw, Esq.
MacDonald, Illig, Jones & Britton, LLP
100 State Street, Suite 700
Erie, PA 16507
Phone: (814) 870-7607
Email: MShaw@MIJB.com

Pocono Lakefront and PLU shall notify the Department whenever there is a change in the contact person's name, title, or address. Service of any notice or any legal process for any purpose under

this Consent Order and Agreement, including its enforcement, may be made by mailing a copy by first class mail to the above address.

13. Severability. The paragraphs of this Consent Order and Agreement shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

14. Entire Agreement. This Consent Order and Agreement shall constitute the entire integrated agreement of the parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for purposes of determining the meaning or extent of any provisions herein in any litigation or any other proceeding.

15. Attorney Fees. The parties shall bear their respective attorney fees, expenses and other costs in the prosecution or defense of this matter or any related matters, arising prior to execution of this Consent Order and Agreement.

16. Modifications. No changes, additions, modifications, or amendments of this Consent Order and Agreement shall be effective unless they are set out in writing and signed by the parties hereto.

17. Titles. A title used at the beginning of any paragraph of this Consent Order and Agreement may be used to aid in the construction of that paragraph, but shall not be treated as controlling.

18. Termination. This Consent Order and Agreement shall terminate when the Department determines that Deer Haven, Pocono Lakefront, and PLU have complied with the requirements of all obligations of this Consent Order and Agreement.

19. Execution of Agreement. This Consent Order and Agreement may be signed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. Facsimile signatures shall be valid and effective.

IN WITNESS WHEREOF, the parties hereto have caused this Consent Order and Agreement to be executed by their duly authorized representatives. The undersigned representatives of Deer Haven, L.L.C. and Pocono Lakefront, LLC certify under penalty of law, as provided by 18 Pa. C.S. § 4904, that they are authorized to execute this Consent Order and Agreement on behalf of Deer Haven, LLC and Pocono Lakefront, LLC; that Deer Haven, L.L.C. and Pocono Lakefront, LLC consents to the entry of this Consent Order and Agreement as a final ORDER of the Department; and that Deer Haven, L.L.C. and Pocono Lakefront, LLC hereby knowingly waives its right to appeal this Consent Order and Agreement and to challenge its content or validity, which rights may be available under Section 4 of the Environmental Hearing Board Act, Act of July 13, 1988, P.L. 530, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa. C.S. § 103(a) and Chapters 5A and 7A; or any other provisions of law. [Signature by Deer Haven, L.L.C.'s/Pocono Lakefront, LLC's attorney certifies only that the agreement has been signed after consulting with counsel.]

FOR DEER HAVEN, L.L.C.:

FOR THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION:

Name:
Title:

Amy Bellanca, P.E.
Clean Water Program Manager

Adeolu Bakare, Esq.:
Attorney for Deer Haven, L.L.C.

Ann Conserette

Ann Conserette
Assistant Counsel

FOR PL UTILITIES and POCONO LAKEFRONT, LLC:

Name:
Title:

Mark J. Shaw, Esq.:
Attorney for PL Utilities LLC and Pocono Lakefront LLC

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FOR DEER HAVEN, L.L.C.:

FOR THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION:

Signed by:

C6CDD185DF68428

Name: Salah Mekkawy
Title: Member

Amy Bellanca, P.E.
Clean Water Program Manager



Adeolu Bakare, Esq.:
Attorney for Deer Haven, L.L.C.

Ann Conserette
Assistant Counsel

FOR PL UTILITIES and POCONO LAKEFRONT, LLC:

Name:
Title:

Mark J. Shaw, Esq.:
Attorney for PL Utilities LLC and Pocono Lakefront LLC

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FOR DEER HAVEN, L.L.C.:

FOR THE COMMONWEALTH OF
PENNSYLVANIA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION:


Name:
Title:

Amy Bellanca, P.E.
Clean Water Program Manager

Adeolu Bakare, Esq.:
Attorney for Deer Haven, L.L.C.

Ann Conserette
Assistant Counsel

FOR PL UTILITIES and POCONO
LAKEFRONT, LLC:


Name: *Jacob GOREN*
Title: *MANAGING DIRECTOR, PLU
MANAGER POCONO LAKEFRONT*



Mark J. Shaw, Esq.:
Attorney for PL Utilities LLC and Pocono
Lakefront LLC

Exhibit B



GOVERNOR'S OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Via email

Mark Shaw, Esquire
MacDonald Illig Attorneys
100 State St. Suite 700
Erie, PA 16507

Re: Deficiencies in submissions from PL Utilities, LLC

Dear Mark,

The Department of Environmental Protection (“Department”) has received several of the submissions from PL Utilities, LLC (“PLU”) required by the July 17, 2025 Consent Order and Agreement between the Department, PLU, Pocono Lakefront, LLC, and Deer Haven, LLC (“COA”). While many submissions were received well ahead of the COA deadlines, some of the submissions were incomplete or incorrect. The Department is making every effort to help PLU, Pocono Lakefront, LLC and Deer Haven, LLC meet the Public Utilities Commission’s (“PUC”) requirements in its March 7, 2025 Order (“PUC Order”), but needs PLU to be more diligent in reviewing the information submitted to the Department.

On July 17, 2025, PLU submitted an Act 537 Transfer Plan Update Revision seeking the approval required by the Paragraph e. of the PUC Order, a decommissioning plan to facilitate meeting Paragraph f. of the PUC Order, and an NPDES transfer application from Deer Haven to PL Utilities to meet Paragraph d. of the PUC Order via the Department’s Public Upload with a reference #332703. On July 18, 2025, the Department performed a cursory review of the submission and identified in a July 18, 2025 email to you that the NPDES transfer application did not include: (1) the application fee, (2) proof of submission of eDMR forms to the Central Office resource account, (3) eDMR transfer form signatures, and (4) eDMR trading partner agreement signatures. In addition, I noted in the email that also missing were the signed and stamped Water Quality Management (“WQM”) Post Construction Certification Form required by Paragraph b. of the PUC Order and the as-builts, and the request to withdraw the WQM permit amendment or address final disposition of the application.

On July 30, 2025, PLU submitted another Act 537 Transfer Plan Update Revision, another decommissioning plan, a Water Quality Management Permit transfer application, and another NPDES Permit transfer application via the Department’s Public Upload at reference #336305. The only differences between the July 30th submission and the July 17th submission are the addition of unsigned, unsealed as-builts drawings for the new wastewater treatment plant, the WQM Permit transfer application to meet Paragraph c. of the PUC Order, and revised eDMR forms.

On August 1, 2025, the Department received the fees for the NPDES transfer application and the WQM transfer application.

On August 4, 2025, Department staff spoke to PLU's consultant, Brian Book, about the submissions. Mr. Book indicated that the as-builts were signed and sealed but the unsigned and unsealed versions were wrongly submitted to the Department. He stated he would "look into" the status of the required WQM Post Construction Certification Form. Also, he indicated that the operator information is not included in the eDMR forms because the operator has not been paid and its contract not signed.

As of the date of this letter, the Department has not received the signed and sealed as-builts, the WQM Post Construction Certification Form, or the completed eDMR forms. Also, the Department has identified a host of discrepancies between the 2025 Implementation Schedule and the 2025 Act 537 Update Revision Transfer Plan. For example:

1. The Implementation Schedule indicates that the "Township Official Action on Act 537 Plan" was completed in June 2025; however, the Resolution in Appendix 1 of the Plan is dated August 6, 2024.
2. The 2025 Implementation Schedule states that the item "Submit Act 537 Plan for Public and Planning Commission Review" was completed March 15, 2025; however, the transmittal letters included in Appendices 2 and 3 are dated June 2024.
3. Appendix 4 includes a Public Notice, the advertisement of which was completed March 15, 2025, according to the 2025 Implementation Schedule. Yet the photocopy of the advertisement does not match the Public Notice in Appendix 4, and the Affidavit of Publication in Appendix 5 is dated June 15, 2024.
4. Appendices 6 and 7 are the same Components 4A and 4B that were included in the 2024 Act 537 submission that was returned for deficiencies. As the Department explained in its January 28, 2025 letter returning the 2024 Act 537 planning submission, Components 4A and 4B are not appropriate because actual correspondence from both the local and county planning commissions with their comments or a statement of no comments is needed.
5. The PNDI included in the Plan is dated 2018 and expires after two years; therefore, a new PNDI must be submitted.

The Department is committed to helping PLU to timely obtain the necessary approvals to provide sewage service to the Deer Haven service area. But in order for the Department to be able to move forward with necessary approvals and permitting, the deficiencies noted above need to be addressed expeditiously. I appreciate any efforts you can extend to assist your client in correcting the deficiencies. Thank you for your attention.



Ann Conserette
Assistant Counsel

Department of Environmental Protection
Northeast Regional Office
2 Public Square
Wilkes-Barre, PA 18701-1915

- c. Michael A. Braymer, DEP Chief Counsel
Douglas G. Moorhead, DEP Deputy Chief Counsel for Regional Offices
Scott B. Granger, Esq., PUC I&E
Melanie Joy El Atieh, Esq., Deputy Consumer Advocate
Adeolu A. Bakare, Esq., counsel for Deer Haven, L.L.C.