

**LOUISE A. KNIGHT
ATTORNEY AND PUBLIC UTILITY CONSULTANT**

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA

February 5, 2021

In Re: Indian Springs Water Company;
Docket No.M-2019-3011972 and

Thomas V. Tinsley, Jr. v. Indian Springs
Water Company; Docket No. C-2019-3012933

Dear Secretary Chiavetta;

Enclosed for filing please find the following documents in the above-captioned matters:

- (1) Response of Glen Summit Company to the Comments of Thomas V. Tinsley, Jr.; and
- (2) Response of Indian Springs Water Company to the Comments of Thomas V. Tinsley

Both in response to the submitted comments in the above-captioned matter.

Copies have been sent to the parties in the matter denoted on the attached Certificate of Service.

Thank you for your attention to this matter.

Yours truly,



Louise A. Knight

COMMONWEALTH OF PENNSYLVANIA
BEFORE THE PENNSYLVANIA PUBLIC
UTILITY COMMISSION

Pennsylvania Public Utility Commission,	:	
	:	Docket Nos. M-2019-3011972
v.	:	C-2019-3012933
	:	
Indian Springs Water Company	:	

RESPONSE OF THE GLEN SUMMIT COMPANY
TO THE COMMENTS OF THOMAS TINSLEY

TO THE HONORABLE JUDGE STEVEN HAAS:

The Glen Summit Company (“GSC”) hereby submits a Response to the Comments of Thomas V. Tinsley, Jr. (“Mr. Tinsley”) insofar as they are related to his complaint at Docket No. C-2019-3012933. ¹ In his Complaint, Mr. Tinsley’s request for relief states as follows:

I expect the PUC to ensure compliance with issues in favor of all customers without outside interference from unrelated parties (The Glen Summit Company) and their negotiations with the receiver (Pa. American Water Company). It is my opinion that Pa. American Water Company should not be negotiating with The Glen Summit Company concerning the assets of Indian Springs Water Company.

Two of Mr. Tinsley’s comments relate direct to the prayer for relief in his complaint insofar as GSC is a critical party to the resolution of the cases, specifically as follows:

¹ Paragraph 21 of the Joint Petition states in pertinent part, that, “..., if comments are submitted with regard to the separate allegations raised in Mr. Tinsley’s complaint at Docket No. C-2019-3012933, the parties against whom such allegations are raised will have fifteen (15) days after the filing date of such comments to file a reply.

1. History page 3, item #10² (Tinsley comment)

Glen Summit's only relationship to the ISWC is that of a customer and as land owner that gave right of way to ISWC for distribution of its water. Therefore I object to Glen Summit having preferential treatment in this case over other customers and stock holders.

GSC Response:

GSC is not getting preferential treatment. It described its interest in this matter in its Petition to Intervene, which Your Honor granted. GSC is an integral part of the Glen Summit community and has acted as a steward of the recreation land, which is also integral to the community, for many years. It is uniquely positioned to make the land available to the community for the use and enjoyment of the Glen Summit residents, including all former ISWC customers.

2. Page 3,13 (Tinsley comment)

The Glen Summit Company does not have the financial or cash flow ability to acquire additional assets indirectly related to its stated purpose. The pennies for Fountain Lake fundraising created by the children and praised by the parents is proof that the company is unable to meet its financial obligations therefore it is not in the interest of the ISWC stock holders the Glen Summit stock holders, the Commonwealth of PA, the customers or the residents of the commonwealth of PA, no one will benefit by allowing the Glen Summit Company to acquire assets as it is ill equipped to manager and will in all likelihood lead to bankruptcy of the Company. An examination of the financial statement by a competent reviewer could provide the PUC with an analysis.

GSC Response:

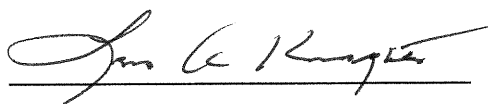
The parties to the Joint Settlement negotiated in good faith. GSC and the receiver entered into an Asset Purchase Agreement ("APA") in good faith. GSC would not have committed a subterfuge in entering into the APA, or worse fraud, is nothing better than bald statement without any suggestion that it is true.

In fact, GSC has reserves and a bank loan secured for the purchase.

² Page and Item # identifiers in Mr. Tinsley's comments reference provisions of the Joint Petition

In view of the above, in addition to the Statements in Support of the Joint Petition for Settlement, Glen Summit Company respectfully submits that the Joint Settlement is in the public interest, should be approved, and Mr. Tinsley's outstanding complaint be denied.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Louise A. Knight", is written over a solid horizontal line.

Louise A. Knight
3610 Logan Court
Unit 3B
Camp Hill, PA 17011
PA Atty. No. 26167
Email:
Telephone: 717-919-4087

COMMONWEALTH OF PENNSYLVANIA
BEFORE THE PENNSYLVANIA PUBLIC
UTILITY COMMISSION

Pennsylvania Public Utility Commission,	:	
	:	Docket Nos. M-2019-3011972
v.	:	C-2019-3012933
	:	
Indian Springs Water Company	:	

**RESPONSE OF THE INDIAN SPRINGS WATER
COMPANY TO THE COMMENTS OF
THOMAS V. TINSLEY, JR.**

TO THE HONORABLE JUDGE STEVEN HAAS:

The Indian Springs Water Company (“ISWC”) hereby submits a Response to the Comments of Thomas V. Tinsley, Jr. (“Mr. Tinsley”) insofar as they are related to his complaint at Docket No. C-2019-3012933.¹ In his Complaint, Mr. Tinsley’s request for relief states as follows:

I expect the PUC to ensure compliance with issues in favor of all customers without outside interference from unrelated parties (The Glen Summit Company) and their negotiations with the receiver (Pa. American Water Company). It is my opinion that Pa. American Water Company should not be negotiating with The Glen Summit Company concerning the assets of Indian Springs Water Company.

One of Mr. Tinsley’s comments relates directly to the prayer for relief in his complaint insofar as the ISWC is a party to the resolution of the cases, specifically as follows:

¹ Paragraph 21 of the Joint Petition states in pertinent part, that, “..., if comments are submitted with regard to the separate allegations raised in Mr. Tinsley’s complaint at Docket No. C-2019-3012933, the parties against whom such allegations are raised will have fifteen (15) days after the filing date of such comments to file a reply.

1. Page 3,13 (Tinsley comment)

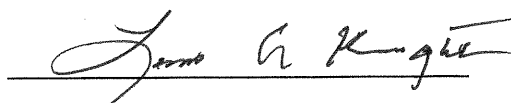
The Glen Summit Company does not have the financial or cash flow ability to acquire additional assets indirectly related to its stated purpose. The pennies for Fountain Lake fundraising created by the children and praised by the parents is proof that the company is unable to meet its financial obligations therefore it is not in the interest of the ISWC stock holders the Glen Summit stock holders, the Commonwealth of PA, the customers or the residents of the commonwealth of PA, no one will benefit by allowing the Glen Summit Company to acquire assets as it is ill equipped to manager and will in all likelihood lead to bankruptcy of the Company. An examination of the financial statement by a competent reviewer could provide the PUC with an analysis.

ISWC Response:

The parties to the Joint Settlement negotiated in good faith. The Board of Directors of ISWC approved the joinder of ISWC to the Joint Petition, including the proposed Asset Purchase Agreement between the receiver and Glen Summit Company. Parenthetically, Section 4.2 of the Bylaws of the ISWC specifically state that the Board of Directors “may, in considering the best interests of the Corporation, consider the effects of any action upon lessees, suppliers, employees, and *the community* in which the business of the Corporation is conducted.” (Emphasis added.)

In view of the above, in addition to the Statements in Support of the Joint Petition for Settlement, Indian Spring Water Company respectfully submits that the Joint Settlement is in the public interest, should be approved, and Mr. Tinsley’s outstanding complaint be denied.

Respectfully submitted,



Louise A. Knight
3610 Logan Court
Unit 3B
Camp Hill, PA 17011
PA Atty. No. 26167
Email:
Telephone: 717-919-4087

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,

v.

Indian Springs Water Company

:
: Docket Nos. M-2019-3011972_
: C-2019-3012933
:
:

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing, upon the parties, listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

VIA E-MAIL OR FIRST CLASS MAIL

Christine M. Hoover, Esquire
Office of Consumer Advocate
555 Walnut Street
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Elizabeth Rose Triscari, Esquire
Pennsylvania American Water
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Mechanicsburg, PA 17055

E-mail Elizabeth.Triscari@amwater.com

Scott B. Grainger, Esquire
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400 North Street
Harrisburg, PA 17120
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Thomas V. Tinsley, Jr.
286 Birch Lane
Mountain Top, PA 18707

The Honorable Steven K. Haas
Pennsylvania Public Utility Commission
Keystone Building
400 North Street
Harrisburg, PA 17120
Email: sthaas@pa.gov



Louise A. Knight, Esquire

Counsel for *The Indian Springs Water Company and
Glen Summit Company*

Date: February 5, 2021