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 Joint Application of  
 Trustees of Conneaut Lake  
 Park, Inc. and Conneaut  
 Lake Park Water  
 Corporation, Inc. under  
 Section 1102(a) of the  
 Pennsylvania Public  
 Utility Code, 66 Pa. C.S.  
 § 1102(a)

Docket Nos.:  
 A-2022-3031711  
 A-2022-3031712

Initial Call-In  
 Telephonic Hearing  
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Judge's Chambers  
 Keystone Building  
 400 North Street  
 Harrisburg, PA

Tuesday, October 25, 2022  
 Commencing at 10:00 a.m.

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**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Joint Application of Trustees of Conneaut	)	
Lake Park, Inc. and Conneaut Lake Park	)	
Water Corporation, Inc. under Section 1102(a)	)	Docket No. A-2022-3031711
of the Pennsylvania Public Utility Code, 66	)	A-2022-3031712
Pa. C.S. § 1102(a)	)	

DIRECT TESTIMONY  
OF  
JAMES J. BECKER

ON BEHALF OF  
APPLICANTS

August 29, 2022

**Direct Testimony of James J. Becker**

1 **Q: Please state your name and business address for the record.**

2 **A:** My name is James J. Becker and my current business address is 789 Bessemer St.,  
3 Meadville, PA 16335.

4 **Q: By whom are you employed and in what capacity?**

5 **A:** I am employed by the Economic Progress Alliance of Crawford County ("EPACC"), and  
6 my title is Executive Director.

7 **Q: Please describe your educational and professional background.**

8 **A:** I served 20 years in the U.S. Air Force in a variety of management and supervisory  
9 positions, I have a Bachelor of Arts Degree in Management/Marketing from Columbia  
10 Southern University, attended numerous professional education training courses through  
11 the International Economic Development Council and have been a certified economic  
12 development professional with the state of Pennsylvania since 2004 serving in the state  
13 association of economic development leadership for 11 years.

14 **Q: On whose behalf are you presenting this testimony?**

15 **A:** I am presenting this testimony on behalf of the Trustees of Conneaut Lake Park, Inc.  
16 ("Trustees")

17 **Q: What is the purpose of your testimony?**

18 **A:** The purpose of my testimony is to provide background and as history of the Conneaut Lake  
19 Park, its water system, and the Trustees, as well as to present evidence that the Trustees  
20 sold the assets of Conneaut Lake Park, which included the water system operated by the  
21 Park, through a bankruptcy proceeding of which the Pennsylvania Public Utility  
22 Commission had notice, but failed to take any action to prevent the sale in the bankruptcy

Direct Testimony of James J. Becker

1 proceeding. In addition, I am here to present evidence regarding the lack of any assets and  
2 income stream of the Trustees.

3 **Q What was Conneaut Lake Park?**

4 A; Conneaut Lake Park was a 120+ year old fully functional and operational seasonal  
5 community amusement park. Among the assets of the Park was a public water system that  
6 provided water to a campground, a hotel, and the amusement park complex, in addition to  
7 certain residential properties located in and around the Park. The water system has been  
8 providing water service for over 95 years.

9 **Q: Explain how the Trustees involvement with the Park began.**

10 A: Financial issues have plagued the Park's operations since at least 1995, when the Park was  
11 placed into Bankruptcy. Mr. Gary Harris purchased the Park out of bankruptcy. At the  
12 time, Mr. Harris was under investigation for tax evasion. Knowing the investigation was  
13 ongoing, in 1997, the Trustees was formed as a Pennsylvania non-profit corporation having  
14 a corporate purpose to preserve and maintain Conneaut Lake Park for historical, cultural,  
15 social and recreational, and civic purposes for the benefit of the community and the general  
16 public. The Trustees were governed by a Board of Directors. Mr. Harris then transferred  
17 the Park to the new Trustee entity to shield the Park from legal debts arising from his tax  
18 evasion prosecution.

19 **Q: After the Trustees took over in 1997, how did the financial condition of the Park fare?**

20 A: Unfortunately, the financial difficulties continued for the Park. From 1997 forward, for a  
21 period of over 20 years, the Park did not pay real estate taxes on its properties, resulting in  
22 massive delinquent tax bills. In addition, between 1997 and 2014 the Park experienced  
23 two major fires, one consuming the dreamland ballroom and another rendering the beach

Direct Testimony of James J. Becker

1 club to ashes. After the destruction of two of the Park's major attractions, several buildings  
2 on the midway began collapsing. Then, as a result of complaints regarding the  
3 mismanagement of the Park, the Pennsylvania Attorney General's Office began  
4 investigating the 1997 Trustees for mismanagement of the Park's assets and violations of  
5 their fiduciary duties. Ultimately, in 2014, as part of a consent decree with the Attorney  
6 General's Office, the then-current Board of the 1997 Trustees was ousted and a new Board  
7 was named (becoming the 2014 Trustees), and at the same time, the EPACC was appointed  
8 as administrator of the Park by the 2014 Trustees. Under its agreement with the Trustees,  
9 EPACC would manage the administrative duties on behalf of the Trustees because they  
10 had no official administrative staff. A true and correct copy of the agreement between the  
11 Trustees and the Economic Progress Alliance is attached as Exhibit N.<sup>1</sup>

12 **Q: What was the role of the new Board of Directors for the Trustees with respect to**  
13 **Conneaut Lake Park?**

14 A: The new Board of the Trustees assumed control solely to operate Conneaut Lake Park and  
15 deal with related significant financial and legal issues caused by historical mismanagement.  
16 The goal of the new Board was to attempt to preserve and save the Park, which had been  
17 placed into bankruptcy to stave off a forced sale. The Trustees had no outside source of  
18 revenue, and relied solely on the revenue generated by the Park to fund operations. The  
19 Trustees acted as the custodian of the assets of the Park and assisted in marshalling those

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<sup>1</sup> To the extent an Exhibit is included in this testimony that was not used in the Joint Application, the Exhibit is numbered by continuing the Joint Exhibit numbering. To the extent an Exhibit included in this testimony also was included as part of the Joint Application, the Exhibit is numbered the same as in the Application.

Direct Testimony of James J. Becker

1 assets through bankruptcy and related legal issues after the Park failed to maintain  
2 continued operations.

3 **Q What led EPACC to get involved in the situation with the Park?**

4 **A:** At the time of the transitions at Conneaut Lake Park, some members of the EPACC Board  
5 of Directors and the Executive Director at the time viewed Conneaut Lake Park as a  
6 community asset and its survival (as a vintage amusement park) as a community  
7 development project. As Crawford County's lead economic development agency, some  
8 members of the EPACC Board thought that the professional staff capacity of the  
9 organization was the logical choice to assist the CLP Trustees Board who were all  
10 volunteers.

11 **Q: Did the financial challenges for the Park end when the new Trustee Board and**  
12 **EPACC got involved?**

13 **A:** No, shortly after the new Board and EPACC took over, as a result of nearly 20-years of  
14 unpaid property taxes accruing under the former Board of Directors for the Trustees, the  
15 Commissioners of Crawford County petitioned the Court of Common Pleas to proceed  
16 with sale of the Park's property at sheriff's sale as opposed to tax sale to allow the assets  
17 to be sold as one instead of pieced into separate parcels. The Attorney General's Office  
18 attempted to intervene to stop the sheriff's sale, but its objections were overruled by the  
19 Court. Less than 20 hours before the scheduled sheriff's sale, with limited options  
20 available, the Trustees, led by the new Board and EPACC, filed for bankruptcy protection  
21 to stay the sale, which was granted. Thereafter, the challenges continued. Mr. Harris, the  
22 former owner, filed a frivolous claim alleging that he owned the Park's assets and sought  
23 payment of \$1.4 million. Additionally, the 2014 Trustees had to deal with litigation related

Direct Testimony of James J. Becker

1 to insurance proceeds from the fire that burned down the Beach Club as well as a lawsuit  
2 with the operator of Hotel Conneaut. At the same time, the Trustees had to work with the  
3 Bankruptcy Court and the creditors to sort through a reorganization plan that allowed the  
4 Park to continue to operate while providing a path to repayment of creditors, which  
5 included over \$1 million dollars in past due property taxes.

6 The efforts of the Trustees and EPACC were beginning to make progress. As part of the  
7 reorganization process, the Trustees sold off excess land that was not vital to the Park's  
8 operations. In 2017, the Trustees used part of the insurance payment from the Beach Club  
9 fire, together with proceeds from the sale of excess land, to pay off over 17-years of accrued  
10 delinquent taxes. Also in 2017, the Trustees began converting 170 long term leases to land  
11 ownership. Meanwhile, the Trustees continued operation of and improvements to the Park,  
12 which included exploring improvements to the 90+ year old Water System.

13 **Q: What can you tell me about the water system of the Park and its condition?**

14 A: The Water System consists of two wells, a 75,000 gallon elevated steel water tank, a water  
15 treatment system and a distribution system comprised of approximately 2.65 miles of cast  
16 iron and steel mains. A true and correct map of the coverage area and a depiction of the  
17 Water System is attached as Exhibits B-2 and B-3. In 2020, the average day and peak day  
18 usage was 31,315 gallons per day and 156,081 gallons per day, respectively, as shown on  
19 Exhibits B-8 and B-9, which are true and correct records of the system specifications. The  
20 Water System is permitted through PaDEP water supply permit at a well supply rate of 300  
21 gallons a minute, which equates to 721,440 gallons a day, and a treatment system flow rate  
22 of 200 gallons a minute, which is 288,000 gallons a day. Exhibit B-6 is a true and correct  
23 copy of the Water System permits from DEP, which contains the forgoing specifications.

Direct Testimony of James J. Becker

1 In terms of the age of the water system, it is my understanding that water service has been  
2 provided at and around the Park for nearly 100 years. Unfortunately, due to the loss of  
3 records in fires and likely inadequate record keeping of prior owners of the Water System,  
4 nearly all historical records of the Water System have been lost or destroyed. This has  
5 resulted in many aspects of the current system being unknown, such as exact valve  
6 locations that are not open and obvious. The lack of valve locations results in an inability  
7 to isolate breaks in the water system to a small area around the break, resulting in the need  
8 to shut off a broader area of the system at times to fix a leak or break in the a water main.  
9 During our oversight of the Park, we were able to maintain the operations of the water  
10 system in a manner that complied with the Commission and Department of Environmental  
11 Protection requirements. In addition, we were able to make some upgrades to the water  
12 treatment system and the water tanks that hold the water from our wells and treatment.  
13 Lastly, we were evaluating a major upgrade to the existing distribution system when  
14 COVID hit in early 2020 and put the breaks on any improvements due to the lack of  
15 funding. The primary issue we ran into with the water system is that if the system is  
16 hammered in any way, it will cause leaks elsewhere in the system; this was why we were  
17 looking into replacing portions of the distribution system. Hammering is when there is a  
18 rapid change in water pressure causing the pipes to vibrate and shudder.

19 **Q: What is the history of the water system for the Park being subject to the jurisdiction**  
20 **of the Pennsylvania Public Utility Commission?**

21 A: Originally, Conneaut Lake Park, in addition to using the water system for its own purposes,  
22 also provided water service to residential users who leased residential dwellings owned by  
23 the Park that were located on Park property. For that period of time, the water system at

**Direct Testimony of James J. Becker**

1 the Park was not subject to regulation by the Commission. In 1981, the Commission  
2 reviewed the lease agreements and specifically determined Conneaut Lake Park was not  
3 subject to Commission jurisdiction. Then, in 1999, due to several complaints, the  
4 Commission's Bureau of Consumer Services notified the 1997 Trustees by letter dated  
5 December 2, 1999 that it must obtain a Certificate of Public Convenience. The Trustees  
6 stopped charging the residential users and, instead, asked for voluntary contributions in  
7 order to operate and maintain the system. However, pursuant to the Commission's  
8 February 21, 2002 Order setting water rates, the Trustees recommenced billing customers  
9 for water service. The Trustees eventually were issued a Certificate of Public Convenience  
10 by Commission Order dated September 3, 2003; and a tariff regulating water rates was  
11 issued on June 29, 2009 and has not been modified since. Under the 2009 tariff, the rates  
12 charged to users per quarter as follows: commercial customers-\$3,853.00; year-round  
13 residential customer-\$43.18; and seasonal residential customers-\$21.60. Most users are  
14 seasonal residential customers.

15 **Q: What happened in 2020 to derail all of the progress the Trustees had made to put the**  
16 **Park back on stable footing?**

17 A: The COVID pandemic hit the United States in early 2020, leading to the closure of  
18 businesses, such as amusement parks in Pennsylvania. As a result the Park was forced to  
19 be closed for the 2020 season and generated no revenue. Without revenue from Park  
20 operations, the Trustees were unable to make a series of required quarterly bankruptcy  
21 payments. Furthermore, the Trustees concluded that opening for the 2021 season was  
22 unlikely to occur given the continuing impact of the pandemic. The Trustees concluded  
23 liquidating the assets was the only alternative.

Direct Testimony of James J. Becker

1    **Q:    Describe for me the first step the Trustees took in response to the effort to liquidate**  
2    **the Park's assets.**

3    A:    The Trustees knew that it would have to get Bankruptcy Court approval to proceed with  
4    any asset liquidation.  However, as a first step, the Trustees obtained what is known in  
5    bankruptcy circles as a stalking horse bidder, which means a bidder who enters into an  
6    agreement with the debtor which effectively sets the floor for the price the assets are to be  
7    sold through the Bankruptcy process.  In this case, On December 17, 2020, the Trustees  
8    entered into a Sales Agreement with Keldon Holdings, LLC (“Keldon”) for the sale of all  
9    of the Trustees assets, including realty and personal property, and including the Water  
10   System, for a total amount of \$1.2 million.  The Sales Agreement was to be subject to  
11   approval by the Bankruptcy Court through the formal public auction process.

12   **Q:    Next, describe for me the Bankruptcy Court proceedings.**

13   A:    On January 26, 2021, the Notice of Bid Procedures, Auction Date and Sale Hearing for  
14   the Park was filed and served on the Commission.  Exhibits C & D are true and correct  
15   copies of the aforementioned bankruptcy records.  The Court granted the motion on the  
16   same day.  The motion set forth the schedule for any bids to be submitted by February 17,  
17   2021 and for the auction sale and hearing to be held on March 2, 2021.

18   On February 1, 2021, a Motion for Entry of an Order Approving the Sale of Substantially  
19   all the Debtor’s Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests  
20   was filed and served on the Commission that same date.  Exhibits E & F are true and correct  
21   copies of the Motion and related filings.  On February 17, 2021, the deadline for responses  
22   and objections to the motion of sale passed.  Prior to the deadline, the Pennsylvania  
23   Department of Environmental Protection (“PADEP”) voiced its concern regarding the

Direct Testimony of James J. Becker

1 water quality permit transfer and modifications were made to accommodate PADEP's  
2 concerns; however, the Commission remained silent. On February 19, 2021, the deadline  
3 for submission of bids passed and there were no bidders other than Keldon.

4 On March 2, 2021, after a public hearing, by Order of the Honorable Jeffrey A. Deller of  
5 the United States Bankruptcy Court of the Western District of Pennsylvania dated March  
6 2, 2021, Keldon purchased all of the assets of the Trustees of Conneaut Lake Park, Inc.,  
7 via an Asset Purchase Agreement approved by the Court consistent with its Order of that  
8 date. (Docket 14-11277-JAD; A true and correct copy of the Order of Sale is attached  
9 hereto as Exhibit A-1 to the Abandonment Application). Among the assets acquired by  
10 Keldon was the Water System, including a water delivery system, water holding tank,  
11 conveyance system, purification system, rights to service customers, DEP Public Water  
12 Supply Operation Permit No. 2009505-MA-1 and four associated public water supply  
13 permits (2084504-T3-MA-1, 2009505, 2009505-MA-1, and 20084504-T-MA-2. Keldon  
14 purchased the assets of the Trustees, including the Park and water system free of all liens  
15 and claims.

16 Thereafter, on June 1, 2021, the 2014 Trustees filed a Motion for Final Decree, which a  
17 true and correct copy of is attached hereto as Exhibit G. Also on June 1, 2021, Counsel for  
18 the 2014 Trustees filed a Certificate of Service for the Motion and setting forth a response  
19 deadline of June 18, 2021 and a hearing on June 25, 2021., which a true and correct copy  
20 of is attached hereto as Exhibit H. The Commission was served with this Motion. On June  
21 21, 2021, having received no responses to the Motion filed by the 2014 Trustees, the Court  
22 entered an Order Granting Final Decree and closed the case. A true and correct copy of

**Direct Testimony of James J. Becker**

1           the Order is attached hereto as Exhibit I. No appeals were taken from the Bankruptcy  
2           Court's final order.

3   **Q:    After the Bankruptcy Order approving the sale, were all of the assets of the Park sold**  
4           **free and clear to Keldon for \$1.2 million?**

5   A:    Yes

6   **Q:    What happened to the \$1.2 million?**

7   A:    All of the funds received from the sale were distributed to the creditors of the Trustees.

8   **Q    Are the Trustees paying EPACC for the services it has been providing with respect**  
9           **to these Commission matters since the sale?**

10  A:    No, EPACC has been providing assistance to the Trustees as a matter of community  
11           service. In addition, even when the Park was still owned by the Trustees, EPACC provided  
12           assistance to the Trustees the cost of which EPACC eventually wrote off.

13  **Q:    What would happen if EPACC made the decision to no longer provide these services**  
14           **without charge?**

15  A:    Since the Trustees do not have any funds, the Trustees would be forced to stop participating  
16           in any effort to formally abandon the Certificate of Public Convenience. Without any  
17           assets or revenue stream or any hope of any in the future, the Trustees do not have the  
18           financial capability to have any involvement in the water system for the park.

19  **Q:    Do the Trustees and have any remaining interest in the Conneaut Lake park water**  
20           **system?**

21  A:    While the Trustees are still technically the holder of the Certificate of Public Convenience,  
22           the Trustees have no further interest in the Park. In fact, the Trustees did seek to abandon

Direct Testimony of James J. Becker

1           the Certificate of Public Convenience shortly after the sale, but the Commission refused  
2           the application.

3   **Q:   At this point, do the Trustees have any assets or any revenue source?**

4   A:   No.

5   **Q:   At this point in time, is there any reason for the Trustees to continue to exist?**

6   A:   Since the only purpose in forming the Trustees was to preservation of the Park, and the  
7           Park now belongs to another entity via bankruptcy, there is no reason for the continued  
8           existence of the Trustees. The last action of the Trustees is to abandon the Certificate of  
9           Public Convenience for a water system that it no longer owns. Thereafter, the Trustees  
10          will formally dissolve.

11 **Q:   Does this conclude your direct testimony?**

12 A:   Yes, it does. However, I reserve the right to file such additional testimony as may be  
13          necessary or appropriate.

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Joint Application of Trustees of Conneaut	:	
Lake Park, Inc. and Conneaut Lake Park	:	
Water Corporation, Inc. under Section	:	Docket Nos. A-2022-3031711
1102(a) of the Pennsylvania Public Utility	:	A-2022-3031712
Code, 66 Pa. C.S. § 1102(a)	:	

**VERIFICATION**

I, James J. Becker, hereby state that the facts set forth in my Direct Testimony, are true and correct to the best of my knowledge, information, and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

Dated: 8/25/2022



James J. Becker

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Joint Application of Trustees of Conneaut )  
Lake Park, Inc. and Conneaut Lake Park )  
Water Corporation, Inc. under Section 1102(a) ) Docket No. A-2022-3031711  
of the Pennsylvania Public Utility Code, 66 ) A-2022-3031712  
Pa. C.S. § 1102(a) )

DIRECT TESTIMONY

OF

TODD JOSEPH

ON BEHALF OF

APPLICANTS

August 29, 2022

## Direct Testimony of Todd Joseph

1 **Q: Please state your name and business address for the record.**

2 A: My name is Todd Joseph and my business address is 713 Broad Acres Road, Narbeth, PA  
3 19072

4 **Q: By whom are you employed and in what capacity?**

5 A: I am the owner of Keldon Holdings, Inc and of Conneaut Lake Park Water Corporation,  
6 Inc.

7 **Q: Please describe your educational and professional background.**

8 A: I have a B.S in finance.

9 **Q: On whose behalf are you presenting this testimony?**

10 A: I am presenting this testimony on behalf of the Applicants.

11 **Q: What is the purpose of your testimony?**

12 A: The purpose of my testimony is to describe the circumstances of how Keldon Holdings,  
13 Inc. ("Keldon") and the Conneaut Lake Park Water Corporation, Inc. ("Water Corp.") came  
14 to own and operate the Conneaut Lake Park water system. In addition, the purpose is to  
15 explain how Water Corp. has been successfully operating the water system with a certified  
16 operator and that during the time we have operated the system, we have been able to  
17 provide safe, reliable and compliant water service to those connected to the water system.  
18 All of which support the granting of a Certificate of Public Convenience to Water Corp.

19 **Q: What is Keldon Holdings, LLC?**

20 A: Keldon is a Pennsylvania limited liability company that acquired the Water System and  
21 other assets of the Park pursuant to a sale that was ordered by the Bankruptcy Court.

22 **Q: What is Conneaut Lake Park Water Corporation, Inc.?**

## Direct Testimony of Todd Joseph

1 A: Conneaut Lake Park Water Corp. is a Pennsylvania Corporation that was formed as a  
2 subsidiary of the Trustees in 2008, with the purpose of being responsible for the Conneaut  
3 Lake Park water system. Ultimately, it was never used by the Trustees for any purpose  
4 and was transferred to Keldon as part of the asset transfer. Keldon has decided to use the  
5 company for its original purpose and has transferred the assets and operation to the Water  
6 Corp.

7 **Q: How did it come about that Keldon acquired Conneaut Lake Park and the water**  
8 **system?**

9 A: I became aware of the potential sale of the assets of the Trustees from John Swick, who  
10 was the Trustees attorney. Subsequently, we then entered into negotiations with the  
11 Trustees and ultimately signed a Purchase and Sale Agreement in December of 2020,  
12 agreeing to pay \$1.2 million for the assets of the Trustees, including the water system.  
13 Under the Agreement, we understood that there had to be Bankruptcy Court approval  
14 before we could close. The Bankruptcy Court approved the sale on March 2, 2021, and  
15 the closing was then held on March 8, 2021 through which we acquired the Park's assets.

16 **Q: How long has Water Corp. been operating the Conneaut Lake Park Water system?**

17 A: Water Corp. has been operating the water system since it acquired the assets of the Park in  
18 March of 2021, which is now nearly 1 1/2 years.

19 **Q: Who in your organization is responsible for operating the Conneaut Lake Park water**  
20 **system?**

21 A: We retained the same certified operator that was being used by the Trustees to continue to  
22 be responsible for the day-to-day operation of the water system. His name is Christopher  
23 Greenburg. Attached as Exhibit B-13 is a true and correct copy of his current license. Mr.

## Direct Testimony of Todd Joseph

1 Greenburg has been a certified operator for 13 yrs. He has operated the Conneaut Lake  
2 Park Water System for over 6 years. His company, Keystone Water Systems LLC operates  
3 a total of a total of 25 public water systems and wastewater systems combined in  
4 Pennsylvania. A true and correct copy of our current agreement with Mr. Greenberg as the  
5 certified operator of the Conneaut Lake Park water system is attached as Exhibit J.

6 **Q: What permit does the Water Corp. hold regarding the operation of the Conneaut  
7 Lake Park water system?**

8 A: Following the Bankruptcy Court Order confirming the sale to Keldon, the Water Corp.  
9 submitted a request to transfer the DEP Public Water Supply Permit from the Trustees,  
10 which was granted. Attached as a true and correct copy of the transfer of the water permit  
11 granted by the Pennsylvania Department of Environmental Protection is attached hereto as  
12 Exhibit B-6.

13 **Q: Tell me about how Water Corp. has operating the water system since acquiring it in  
14 March of 2021?**

15 A Since acquiring the Water System, Water Corp. has continued to operate and maintain the  
16 Water System in the same manner at the Trustees, using the same certified operator for the  
17 Water System as was used by the Trustees. It has been a seamless transition. The work  
18 has included ensuring that the Water System was operating properly, taking all water  
19 samples required under the DEP permit and making various repairs of the system, including  
20 leak repairs.

21 **Q: How has the water quality of the water system been since Water Corp. has begun  
22 operating the Water System?**

## Direct Testimony of Todd Joseph

1 A: Since the acquisition, water quality has been good and compliance with the applicable  
2 drinking water standards has been maintained in accordance with our DEP Permit. The  
3 water is tested daily at the entry point and weekly throughout the distribution system.  
4 Samples are analyzed by a third party lab at multiple intervals throughout the year. No  
5 testing has indicated poor water quality. The certified operator also utilizes a flushing  
6 program throughout the year to ensure that acceptable water quality is maintained  
7 throughout the distribution system at all times.

8 **Q: What efforts has Water Corp. undertaken since acquiring the water system to ensure**  
9 **that water service remains with minimal interruptions?**

10 A: Since Water Corp. acquired the system, we have conducted various water system repairs  
11 in an effort to ensure continued water service as described by Mr. Greenberg in his  
12 testimony.

13 **Q: What is your plan with respect to the future capital improvements with the water**  
14 **system?**

15 A: I understand that there has been long-term deferred maintenance associated with the water  
16 system, especially the water distribution portion of the system. As we continue to look to  
17 stabilize and grow the business aspect of the Park, exploring possible upgrades to the water  
18 distribution system will be a part of that effort. However, since we have only recently  
19 acquired the system, our present efforts are to ensure the continued operation of the water  
20 system in a manner that provides safe and reliable water service to those connected to the  
21 system. We understand that any improvement to the water distribution system will be  
22 expensive and would not be currently feasible financially under the existing tariff

## Direct Testimony of Todd Joseph

1 applicable to the water system. We hope to work with the PUC to find a solution to this  
2 issue.

3 **Q: Has Water Corp. been able operate the Water system according to the Commission's**  
4 **and DEP's water system requirements?**

5 **A:** Yes, Water Corp. has been able to operate the system in accordance with the Commission's  
6 and DEP's water system requirements for the last year and one half. It has spent over  
7 \$130,000 in repairs since taking over the system, is paying its Certified Operator at least  
8 \$25,000 a year and is paying between \$1,000 to \$1,500 a month for utilities. However, I  
9 note that the revenues generated under the current tariff are not sufficient to cover current  
10 costs, let alone the costs that may be needed to fund any system upgrades. Unless the tariff  
11 is changed to accommodate those costs, Water Corp. will not be willing to sustain those  
12 losses indefinitely.

13 **Q: Does Water Corp. have the experience, fitness, managerial organization, and**  
14 **financial resources to operate the system?**

15 **A;** Yes, Water Corp. has the experience, fitness, managerial organization, and financial  
16 resources to operate the system as has been demonstrated by the fact it has been operating  
17 the system for approximately 1 1/2 years, utilizing and relying on the technical expertise  
18 and hands-on experience that the Certified Operator has in operating the Water System.

19 **Q: Mr . Tolbert asserts in his Pre-hearing memorandum that Water Corp. does not have**  
20 **proper permitting and licensing, is that true?**

21 **A:** No, that is not true. Water Corp. was properly formed in 2008 by the Trustees and it was  
22 transferred to Keldon as part of the asset sale of the Park. It is currently in good standing

## Direct Testimony of Todd Joseph

1 in Pennsylvania, and is the current holder of the DEP water permit associated with the  
2 Park's water system.

3 **Q: Mr. Tolbert also asserts that you have refused to repair water lines that are on the**  
4 **company's side of shut off valves, is that true?**

5 A: No, that is not true. There have been situations where a person connected to the water  
6 system requested that the Water Corp. repair the water line that is on the property side of  
7 the shut off valve which is owned by the property owner, and we have refused. It is not  
8 the Water Corps. responsibility to make repairs to customer owned lines.

9 **Q: Mr. Tolbert also asserts that you are using unlicensed personnel to operate the water**  
10 **treatment plant and that repairs are not being performed in accordance with building**  
11 **codes, what is he talking about?**

12 A: I frankly do not know. As indicated previously, we have an agreement with a certified  
13 operator to operate the system, which he does. We also have hired plumbers to make  
14 certain various repairs to the water distribution line.

15 **Q: Mr. Tolbert also claims that you have submitted false data in an effort to justify a**  
16 **rate increase, and also indicated that you are attempting to obtain free water at the**  
17 **expense of others connected to the system, do you know what he is talking about?**

18 A: No , I do not. We have not submitted any application seeking a rate increase as part of this  
19 proceeding. In our current application, we merely pointed out that a rate increase will be  
20 needed at some point since rates have not been adjusted in 13 years. With respect to the  
21 free water concept espoused by Mr. Tolbert, the process that one needs to go through before  
22 the PUC to justify rates in a tariff more than protects against the issue Mr. Tolbert claims  
23 would occur.

## Direct Testimony of Todd Joseph

1   **Q:   Mr. Tolbert also claims that you will deny new customers access to the water system,**  
2       **what is your response to that?**

3   A:   We will comply with any applicable Commission requirements relating to new customers  
4       that seeks to connect to our water system.

5   **Q:   Does this conclude your direct testimony?**

6   A:   Yes, it does.  However, I reserve the right to file such additional testimony as may be  
7       necessary or appropriate.

8

9   1761434

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

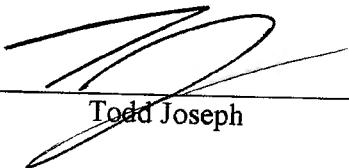
Joint Application of Trustees of Conneaut  
Lake Park, Inc. and Conneaut Lake Park  
Water Corporation, Inc. under Section  
1102(a) of the Pennsylvania Public Utility  
Code, 66 Pa. C.S. § 1102(a)

Docket Nos. A-2022-3031711  
A-2022-3031712

**VERIFICATION**

I, Todd Joseph, hereby state that the facts set forth in my Direct Testimony, are true and correct to the best of my knowledge, information, and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

Dated: 8-26-22

  
\_\_\_\_\_  
Todd Joseph

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Joint Application of Trustees of Conneaut	)	
Lake Park, Inc. and Conneaut Lake Park	)	
Water Corporation, Inc. under Section 1102(a)	)	Docket No. A-2022-3031711
of the Pennsylvania Public Utility Code, 66	)	A-2022-3031712
Pa. C.S. § 1102(a)	)	

DIRECT TESTIMONY  
OF  
CHRISTOPHER GREENBERG

ON BEHALF OF  
APPLICANTS

August 29, 2022

## Direct Testimony of Christopher Greenberg

1    **Q:    Please state your name for the record.**

2    A:    My name is Chris Greenberg.

3    **Q:    Where do you work?**

4    A:    I am the owner of Keystone Water Systems, LLC.

5    **Q:    What is Keystone Water Systems?**

6    A:    Keystone Water Systems is a DEP Certified water and wastewater treatment plant operator  
7       since 2001, which currently serves 25 systems across western Pennsylvania.

8    **Q:    What do you do at Keystone Water Systems?**

9    A:    We sell, install, and service all types of water treatment and perform all duties associated  
10       with water and wastewater treatment plant operations.

11   **Q:    How long have you been a certified operator?**

12   A:    I have been a licensed certified operator for 13 years.

13   **Q:    Is Exhibit B-13 a true and correct copy of your current license?**

14   A:    Yes.

15   **Q:    As a licensed certified operator, what are you authorized to do?**

16   A:    As a licensed certified operator, I am responsible for monitoring water systems for  
17       compliance with DEP regulations and permitting requirements. This entails regular testing  
18       of the system for the safety of the water provided. Further, I am responsible for monitoring  
19       the water system to ensure suitable operation and maintenance of the system. Finally, I am  
20       required to report any action necessary to the water system owner to prevent or eliminate  
21       a violation of applicable law or regulation. In doing my job, I implement processes to test  
22       the water system regularly, ensuring safe drinking water is provided without unnecessary  
23       interruption to service.

## Direct Testimony of Christopher Greenberg

1 **Q: Are you the current certified operator of the Conneaut Lake Park Water System?**

2 A: Yes.

3 **Q: How long have you been the certified operator of the Conneaut Lake Park Water**  
4 **System?**

5 A: I've been the certified operator of the Conneaut Lake Park Water System for over 6 years.  
6 I was originally retained by the Trustees of Conneaut Lake Park in July, 2016, and, after  
7 the Bankruptcy Sale, was retained by the current owner to continue operating the water  
8 system.

9 **Q: What have you done as the certified operator of the Conneaut Lake Park Water**  
10 **System?**

11 A: As certified operator of the system, I've regularly conducted testing for the quality and  
12 safety of water. I've also conducted repairs and improvements to the water system,  
13 including the production wells, the treatments system and the distribution system,

14 **Q: Does your work include repairs to the water distribution system, including broken**  
15 **lines and broken valves?**

16 A: Yes.

17 **Q: Please describe the process of performing repairs to the water line(s) in the system.**

18 A: The process of repairing the system depends on the cause of the leak, extent of the leak,  
19 type of repair necessary, and location of the leak(s) along the system. For example, in  
20 2021, a tree fell on a fire hydrant resulting in about 8 leaks throughout the water distribution  
21 system. I believe these leaks resulted from the water hammer that occurred from the  
22 significant pressure change resulting from that incident. These repairs require broader shut  
23 downs of the system to track and repair the leaks due to the extensive damage caused. Such

## Direct Testimony of Christopher Greenberg

1 events, usually caused by an act of God or something similar, however, do not occur  
2 frequently.

3 I do note that given the age of the system, it is not surprising that repairs to the system are  
4 needed on occasion. That being said, however, the system performs well and provides  
5 safe water to customers consistently and regularly, without major interruptions.  
6 Unfortunately, few records of the exact locations of the existing distribution system exist  
7 due to previous fires that destroyed records. As a result, finding and repairing a leak can  
8 take some time.

9 **Q: How has the system performed recently, since its transfer from the Trustees to Keldon**  
10 **Holdings?**

11 A: The system has required some repairs, but generally the frequency of required repairs is  
12 consistent with what has been required historically, and from my experience is not  
13 dissimilar to other systems that I have operated. This summer, operations have been good,  
14 overall. There only have been a couple of water leak repairs. One leak was to a service  
15 line that was removed, and the second was repaired with a repair clamp. These repairs are  
16 the type of routine maintenance required on the distribution system. I note that during the  
17 service line removal the system had to be shut down temporarily, but the shut-off was  
18 scheduled, and was an isolated outage. As part of the repair, the affected distribution lines  
19 were flushed and sanitized in accordance with American Water Works Association  
20 standards, which are the industry benchmarks.

21 In addition to the routine distribution system repairs, a chemical feed pump failed and was  
22 replaced, and two pressure controls failed due to lightning strikes and were replaced.

23 **Q: How has water quality been since transfer of the system?**

## Direct Testimony of Christopher Greenberg

1 A: Water quality has been good. There have been no water quality or safety issues since the  
2 transfer of the water system.

3 **Q: What efforts do you take to ensure that the water system meets water quality**  
4 **standards?**

5 A: I physically observe and monitor the treatment system to ensure that it is properly  
6 operating. We also regularly take water samples from various system locations and send  
7 them to a third party lab for analysis. We also utilize a flushing program throughout the  
8 year to ensure that acceptable water quality is maintained throughout the distribution  
9 system at all times.

10 **Q: In your experience as the certified operator of the system both when it was owned by**  
11 **the Trustees and since its transfer, has there been any objectively noticeable change**  
12 **in either the water quality or performance of the system since its transfer?**

13 A: In my experience, the regularity of service and quality of water provided is substantially  
14 the same now as it was when the Trustees owned the system.

15 **Q: Does this conclude your direct testimony?**

16 A: Yes, it does. However, I reserve the right to file such additional testimony as may be  
17 necessary or appropriate.

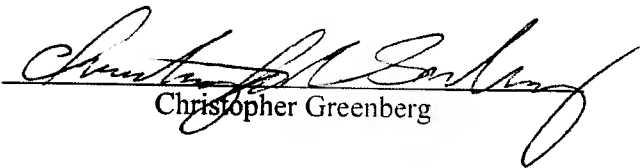
**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Joint Application of Trustees of Conneaut	:	
Lake Park, Inc. and Conneaut Lake Park	:	
Water Corporation, Inc. under Section	:	Docket Nos. A-2022-3031711
1102(a) of the Pennsylvania Public Utility	:	A-2022-3031712
Code, 66 Pa. C.S. § 1102(a)	:	

**VERIFICATION**

I, Christopher Greenberg, hereby state that the facts set forth in my Direct Testimony, are true and correct to the best of my knowledge, information, and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

Dated: Aug. 25, 2022

  
Christopher Greenberg

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Joint Application of Trustees of Conneaut	)	
Lake Park, Inc. and Conneaut Lake Park	)	
Water Corporation, Inc. under Section 1102(a)	)	Docket No. A-2022-3031711
of the Pennsylvania Public Utility Code, 66	)	A-2022-3031712
Pa. C.S. § 1102(a)	)	

SUR-REBUTTAL TESTIMONY

OF

JAMES J. BECKER

ON BEHALF OF

APPLICANTS

October 13, 2022

**Sur-Rebuttal Testimony of James J. Becker**

1    **Q:    Mr. Becker, are you responding to the Rebuttal Testimony submitted by James**  
2           **Tolbert in this matter?**

3    A:    Yes

4    **Q:    Mr. Tolbert claims that you stated in your direct testimony that only residential**  
5           **customers were billed for water service, is that correct?**

6    A:    No, that is not correct. I did not make that statement.

7    **Q:    Are you familiar with the Conneaut Lake Park Master Plan?**

8    A:    Yes.

9    **Q:    What is the Conneaut Lake Park Master Plan?**

10   A:    The Conneaut Lake Park Master Plan was a forward looking plan for development of the  
11           Park and the surrounding area prepared by an engineer. Because of the Bankruptcy, the  
12           Master Plan was never accomplished. And, further, relevant to the matter at issue, the  
13           upgrades and improvements to the Water System included in the Master Plan were never  
14           accomplished.

15   **Q:    Does the drawing of the water system included in the Master Plan accurately depict**  
16           **the Water System?**

17   A:    No. The Master Plan water system drawing is based on assumptions, or best guesses, of  
18           the engineer in plotting the map of the system and surrounding area. In fact, Note 1 to Mr.  
19           Tolbert's Exhibit B states that the Map was based only on limited information available to  
20           the engineer, and that the composite depiction was compiled based on the four sources—a  
21           1938 Plan of the Park prepared by an engineer; an undated drawing provided by the  
22           Operator; a sanity sewer system drawing from 1965; and a proposed fire line drawing from  
23           1909—which was not verified by a field inspection by the engineer. As such, I do not think

**Sur-Rebuttal Testimony of James J. Becker**

1 Mr. Tolbert's Exhibit B is particularly reliable for determining the exact locations of the  
2 water system valves and/or other features of the Water System.

3 **Q: What is the Conneaut Lake Park Water Corporation?**

4 A: The Conneaut Lake Park Water Corporation was an entity formed by the Trustees back in  
5 2008. It is my understanding that it was formed to hold the water system assets, but that it  
6 was not used for that purpose at that time, but remained dormant as an asset associated with  
7 the water system. It was owned 100% by the Trustees and was an asset of the Trustees.  
8 Since all of the assets of the Trustees were sold to Mr. Joseph's company, the Conneaut  
9 Lake Park Water Corporation was one of those assets. It is my understanding that the water  
10 assets are now held by the Water Corporation which also holds the water permit issued by  
11 the Pennsylvania Department of Environmental Protection.

12 **Q: Have you reviewed the remainder of the Mr. Tolbert's rebuttal comments to your  
13 direct testimony?**

14 A: Yes

15 **Q: Is there anything in particular you would like to add in response to those comments?**

16 A: I do not have anything further to add regarding the balance of his comments to my  
17 testimony. I do not see how the balance of the comments are relevant to the matter before  
18 the Commission and see no need to focus on irrelevant matters. I stand by the facts as I  
19 presented them in my direct testimony.

20 **Q: Does this conclude your surrebuttal testimony?**

21 A: Yes, however, I reserve the right to file such additional testimony as may be necessary and  
22 appropriate.

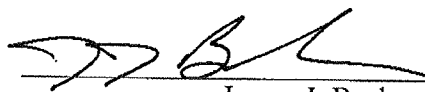
**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Joint Application of Trustees of Conneaut	:	
Lake Park, Inc. and Conneaut Lake Park	:	
Water Corporation, Inc. under Section	:	Docket Nos. A-2022-3031711
1102(a) of the Pennsylvania Public Utility	:	A-2022-3031712
Code, 66 Pa. C.S. § 1102(a)	:	

**VERIFICATION**

I, James J. Becker, hereby state that the facts set forth in my Sur-Rebuttal Testimony, are true and correct to the best of my knowledge, information, and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

Dated: 10/12/2022

  
\_\_\_\_\_  
James J. Becker

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

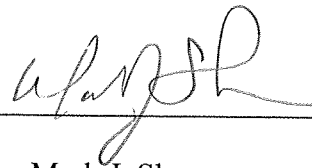
Joint Application of Trustees of Conneaut )  
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of the Pennsylvania Public Utility Code, 66 ) A-2022-3031712  
Pa. C.S. § 1102(a) )

**CERTIFICATE OF SERVICE**

I hereby certify that I have on this 13th day of October, 2022, consistent with the July 1, 2022 Prehearing Order, served a true copy of James J. Becker Sur-Rebuttal Testimony via electronic mail upon the participants listed below.

<b>Joel H. Cheskis</b> <b>Deputy Chief Administrative Law Judge</b> <a href="mailto:jcheskis@pa.gov">jcheskis@pa.gov</a>	<b>Gail M. Chiodo</b> <b>Administrative Law Judge</b> <a href="mailto:gchiodo@pa.gov">gchiodo@pa.gov</a>
<b>James Tolbert, Jr.</b> <a href="mailto:jtolbert@zoominternet.net">jtolbert@zoominternet.net</a>	

Signature: \_\_\_\_\_



Name (printed): Mark J. Shaw

Title (printed): Attorney

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Joint Application of Trustees of Conneaut	)	
Lake Park, Inc. and Conneaut Lake Park	)	
Water Corporation, Inc. under Section 1102(a)	)	Docket No. A-2022-3031711
of the Pennsylvania Public Utility Code, 66	)	A-2022-3031712
Pa. C.S. § 1102(a)	)	

**SUR-REBUTTAL TESTIMONY**

**OF**

**TODD JOSEPH**

**ON BEHALF OF**

**APPLICANTS**

October 13, 2022

## Sur-Rebuttal Testimony of Todd Joseph

1    **Q: Did you provide Direct Testimony in this matter?**

2    A: Yes, I did.

3    **Q: What is the purpose of your surrebuttal testimony.**

4    A: I am responding to the rebuttal testimony submitted by Mr. Tolbert.

5    **Q: Mr. Tolbert states that the Conneaut Lake Park Water Corporation is not in good**  
6    **standing. Is he correct?**

7    A: No, he is not correct. Attached as Exhibit O is a current Subsistence Certificate issued by  
8    the Commonwealth of Pennsylvania for the Conneaut Lake Park Water Corporation, which  
9    in Pennsylvania is also known as a Certificate of Good Standing.

10   **Q: Mr. Tolbert asserts that the Water Corporation recently sent out bills in violation of**  
11   **an agreement that exists between the Trustees and the Water Corporation, do you**  
12   **agree?**

13   A: No. The Trustees and the Water Corp. are in a unique situation. The Trustees of Conneaut  
14   Lake Park declared Bankruptcy. My company purchased all assets of the Trustees from  
15   Bankruptcy, including the Water System. Under the Bankruptcy Court's Order approving  
16   the sale of the Trustees assets, Paragraphs 4 and 5 of that Order clearly reference the water  
17   system being included as part of assets the Bankruptcy Court' approved for sale. See  
18   Exhibit A-1 submitted with Mr. Becker's Direct Testimony. In addition, Paragraph 16 of  
19   the Purchase and Sale Agreement approved by the Bankruptcy Court specifically identifies  
20   the water system and its components as one of the assets being conveyed. See Exhibit  
21   attached to the Bankruptcy Order at Exhibit A-1) As a result, the Trustees are left with no  
22   assets; my company owns all assets related to operation of the Water System; and the

## Sur-Rebuttal Testimony of Todd Joseph

1 current Joint Application is the last lingering remnant of the Trustee's involvement with  
2 the Water System.

3 Because of these unique circumstances, the Trustees and CLPWC initially entered into a  
4 management agreement to permit CLPWC to maintain the Water System that the Trustees  
5 no longer owned, while the Trustees billed for the water provided and turned over that  
6 revenue to support the System. That is the Agreement that Mr. Tolbert references in his  
7 rebuttal testimony. That Agreement expired on June 30, 2022. In its place, the parties  
8 have executed a new agreement effective as of July 1, 2022, under which CLPWC is  
9 authorized to issue bills on behalf of the Trustees and collect the funds of those bills to  
10 cover the costs of operating the water system, which is what the Water Corp. has done.  
11 Attached hereto as Exhibit P is a true and correct copy of said Agreement.

12 **Q: Who is Dale Costa?**

13 **A:** Mr. Costa is an owner of several properties connected to the water system. He is also a  
14 master plumber hired to perform repairs to the water system from time to time. When he  
15 performs repairs, he often needs to shut down the water system because he cannot locate  
16 valves to isolate system areas or such valves do not exist. There is no requirement that Mr.  
17 Costa needs to be a certified operator to shut down the water system.

18 **Q: Mr. Tolbert accuses you of refusing service from new customers, is that true?**

19 **A:** No, that is not true. As stated previously, the water system is old. When new connections  
20 are made to the water system, such new connections cause damage to the water lines and  
21 results in leaks on the system. These leaks result in a detrimental impact to the water  
22 service of nearby customers as well as added costs. The situation described by Mr. Tolbert  
23 involved such a situation. The prospective customer was requested to submit a payment

## Sur-Rebuttal Testimony of Todd Joseph

1 of \$7,500 to cover the extraordinary cost of making repairs to the water lines that would  
2 likely be triggered due to the addition of a new service line. While that customer was  
3 willing to make that payment (which ultimately cost \$8,000 to repair the line), the owner  
4 of the remaining 4 lots has decided to put in his own water well for the remaining  
5 properties.

6 **Q: Does this conclude your surrebuttal testimony?**

7 A: Yes, however, I reserve the right to file such additional testimony as may be necessary and  
8 appropriate.

9


**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Joint Application of Trustees of Conneaut :  
Lake Park, Inc. and Conneaut Lake Park :  
Water Corporation, Inc. under Section 1102(a) : Docket Nos. A-2022-3031711  
of the Pennsylvania Public Utility Code, 66 : A-2022-3031712  
Pa. C.S. § 1102(a) :

**VERIFICATION**

I, Todd Joseph, hereby state that the facts set forth in my Sur-Rebuttal Testimony, are true and correct to the best of my knowledge, information, and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

Dated:

  
\_\_\_\_\_  
Todd Joseph

10-13-2022

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Joint Application of Trustees of Conneaut	)	
Lake Park, Inc. and Conneaut Lake Park	)	
Water Corporation, Inc. under Section 1102(a)	)	Docket No. A-2022-3031711
of the Pennsylvania Public Utility Code, 66	)	A-2022-3031712
Pa. C.S. § 1102(a)	)	

SUR-REBUTTAL TESTIMONY  
OF  
CHRISTOPHER GREENBERG

ON BEHALF OF  
APPLICANTS

October 13, 2022

## Sur-Rebuttal Testimony of Christopher Greenberg

1 **Q: Did you provide Direct Testimony in this matter?**

2 A: Yes, I did.

3 **Q: What is the purpose of your surrebuttal testimony.**

4 A: I am responding to the rebuttal testimony submitted by Mr. Tolbert.

5 **Q: Mr. Tolbert asserted in his rebuttal testimony that you testified that the water system**  
6 **was down only once in the summer of 2022, is that a correct description of your**  
7 **testimony.**

8 A; No, it is not. The purpose of my testimony was to emphasize that the current operation of  
9 the water system is not inconsistent with how it was operated before the transfer of the  
10 assets and not inconsistent with other systems that I oversee. I provided examples of the  
11 two repairs I was involved in, and was not intending my statement to be all inclusive.

12 **Q: Do you know Mr. Dale Costa, and if so, who is he and how do you know him?**

13 A: Yes, I know Mr. Costa. Mr. Costa is a master plumber that performs repair work on the  
14 water system from time to time.

15 **Q: Do the repairs performed by Mr. Costa impact your view of the overall operations of**  
16 **the water system being good.**

17 A: No, they do not change my opinion at all. Water leaks are an inevitable occurrence of a  
18 water system, especially one of the age of this water system.

19 **Q: Mr. Tolbert also asserts in his testimony that the water treatment system should only**  
20 **be restarted by a certified operator, do you agree?**

21 A: No, I do not. Given the way our treatment system is designed, a certified operator is not  
22 needed to restart the water treatment system after it is shut off due to a water leak on the  
23 distribution system.

## Sur-Rebuttal Testimony of Christopher Greenberg

1   **Q:**   **Does this conclude your surrebuttal testimony?**

2   **A:**    Yes, however, I reserve the right to file such additional testimony as may be necessary and  
3           appropriate.

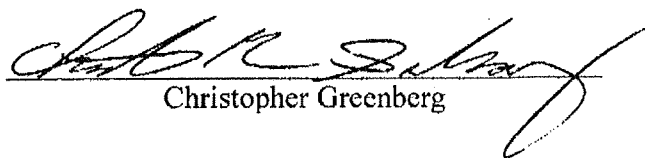
**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Joint Application of Trustees of Conneaut	:	
Lake Park, Inc. and Conneaut Lake Park	:	
Water Corporation, Inc. under Section	:	Docket Nos. A-2022-3031711
1102(a) of the Pennsylvania Public Utility	:	A-2022-3031712
Code, 66 Pa. C.S. § 1102(a)	:	

**VERIFICATION**

I, Christopher Greenberg, hereby state that the facts set forth in my Sur-Rebuttal Testimony, are true and correct to the best of my knowledge, information, and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

Dated: 10-13-22

  
Christopher Greenberg

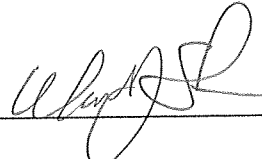
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of the Pennsylvania Public Utility Code, 66 ) A-2022-3031712  
Pa. C.S. § 1102(a) )

**CERTIFICATE OF SERVICE**

I hereby certify that I have on this 13th day of October, 2022, consistent with the July 1, 2022 Prehearing Order, served a true copy of Christopher Greenberg Sur-Rebuttal Testimony via electronic mail upon the participants listed below.

<b>Joel H. Cheskis</b> Deputy Chief Administrative Law Judge <a href="mailto:jcheskis@pa.gov">jcheskis@pa.gov</a>	<b>Gail M. Chiodo</b> Administrative Law Judge <a href="mailto:gchiodo@pa.gov">gchiodo@pa.gov</a>
<b>James Tolbert, Jr.</b> <a href="mailto:jtolbert@zoominternet.net">jtolbert@zoominternet.net</a>	

Signature:   
Name (printed): Mark J. Shaw  
Title (printed): Attorney

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Joint Application of Trustees of Conneaut )  
Lake Park, Inc. and Conneaut Lake Park )  
Water Corporation, Inc. under Section 1102(a) ) Docket No. A-2022-3031711  
of the Pennsylvania Public Utility Code, 66 ) A-2022-3031712  
Pa. C.S. § 1102(a) )

SUR-REBUTTAL TESTIMONY

OF

DALE COSTA

ON BEHALF OF

APPLICANTS

October 13, 2022

## Sur-Rebuttal Testimony of Dale Costa

- 1   **Q:**    Please state your name and business address for the record.
- 2    A:    My name is Dale Costa and my current business address is 10958 W. Townline Road,  
3        Conneaut Lake, PA 16316.
- 4    **Q:    What is your profession?**
- 5    A:    I am licensed as a Master Plumber by Allegheny County since 1979.  Unfortunately,  
6        Crawford County does not have licensing for plumbers.
- 7    **Q    By whom are you employed and in what capacity?**
- 8    A:    I am the owner of DC Contracting.
- 9    **Q:    On whose behalf are your presenting this testimony?**
- 10   A:    On behalf of Todd Joseph, and myself as the owner of 10 properties within Conneaut Lake  
11        Park.
- 12   **Q:    What is your involvement with the water system at Conneaut Lake Park?**
- 13   A:    I have been hired by the Water Corporation to make repairs to the water lines at the Park  
14        when leaks occur.  Also, as an owner of multiple properties within the Park, I receive water  
15        service from the Water Corporation.
- 16   **Q    What parts of the water system do you perform work?**
- 17   A:    I only work on the leaks in the water distribution lines.  I do not perform any work on the  
18        treatment systems associated with the water service.
- 19   **Q:    Do you perform any work related to the operation of the water production system?**
- 20   A:    No, I do not have the required treatment plant certification.
- 21   **Q:    Can you walk me through what happens when you are notified about a leak?**
- 22   A:    I receive a call from the company that a water leak has been reported or discovered.  These  
23        are all emergency situations.  I then go out to the site to investigate the magnitude of the

## Sur-Rebuttal Testimony of Dale Costa

1 leak and the source. I then have to contact one-call to identify where any other utilities  
2 may be located. I also then proceed to shut the water off to that location. In some cases, I  
3 know where there are valves that can be shut off to limit the area where water is shut off,  
4 but in other cases where the valve locations are either unknown or never have existed, I have  
5 to shut the pump house down. I do this by turning various valves into the off position and  
6 shutting off the pumps. Once the other utilities have marked their lines, I can then proceed  
7 to locate the leak and make whatever repair is necessary. I stay working on the leak until  
8 it is repaired; even if it is in the middle of the night, I do not leave it half-finished and come  
9 back the next day to complete, I stay until it is completed. Once the repair is completed, I  
10 then carefully turn the system back on to ensure that the leak has been repaired and to avoid  
11 causing any additional leaks.

12 **Q: What effect does shutting off the system have on the treatment system?**

13 A: Other than also shutting down the treatment system while the repair is made, it has no effect  
14 on the treatment system, what settings it has or how it operates.

15 **Q: Mr. Tolbert states that you should not be shutting off and turning on the water system  
16 because you are not a Certified Water Operator. Do you agree with that statement  
17 and why or why not?**

18 A: I do not agree with that statement. I am not currently a Certified Water Operator. There  
19 is no regulation that requires that only a certified water operator can shut down and turn on  
20 the water system. The water treatment system at the park is unaffected when I turn off the  
21 water system to assess and repair a water leak.

22 **Q: Does the fact that the treatment system at the plant include a system to treat arsenic,  
23 change your opinion regarding whether your actions impact the treatment system?**

## Sur-Rebuttal Testimony of Dale Costa

1 A: No, shutting down and turning on the pump house has not impact on the water treatment  
2 system.

3 **Q: Have you repairs any leaks on the water system in 2022?**

4 A: Yes, I have made a handful of repairs on the system in 2022, and none of which are out of  
5 the ordinary for a system of the age of the water system.

6 **Q: Have you reviewed the rebuttal testimony of Mr. Tolbert as it relates to the whether  
7 the Certificate of pubic Convenience should be granted to the Conneaut Lake Park  
8 Water Corporation?**

9 A: Yes.

10 **Q: Do you share in those concerns?**

11 A: No. From my perspective as an owner of multiple properties served by the water system,  
12 I do not share the same concerns as expressed by Mr. Tolbert. I have seen how the water  
13 system has been operated since Mr. Joseph's company has taken over and have full  
14 confidence in his ability to properly operate the system.

15 **Q: Does this conclude your surrebuttal testimony?**

16 A: Yes, however, I reserve the right to file such additional testimony as may be necessary and  
17 appropriate.


**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Joint Application of Trustees of Conneaut	:	
Lake Park, Inc. and Conneaut Lake Park	:	
Water Corporation, Inc. under Section	:	Docket Nos. A-2022-3031711
1102(a) of the Pennsylvania Public Utility	:	A-2022-3031712
Code, 66 Pa. C.S. § 1102(a)	:	

**VERIFICATION**

I, Dale Costa, hereby state that the facts set forth in my Sur-Rebuttal Testimony, are true and correct to the best of my knowledge, information, and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

Dated: 10-13-22

  
\_\_\_\_\_  
Dale Costa

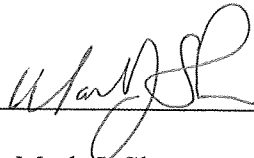
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**CERTIFICATE OF SERVICE**

I hereby certify that I have on this 13th day of October, 2022, consistent with the July 1, 2022 Prehearing Order, served a true copy of Dale Costa Sur-Rebuttal Testimony via electronic mail upon the participants listed below.

<b>Joel H. Cheskis</b> <b>Deputy Chief Administrative Law Judge</b> <a href="mailto:jcheskis@pa.gov">jcheskis@pa.gov</a>	<b>Gail M. Chiodo</b> <b>Administrative Law Judge</b> <a href="mailto:gchiodo@pa.gov">gchiodo@pa.gov</a>
<b>James Tolbert, Jr.</b> <a href="mailto:jtolbert@zoominternet.net">jtolbert@zoominternet.net</a>	

Signature:   
Name (printed): Mark J. Shaw  
Title (printed): Attorney

**Applicant's Joint  
Exhibit 1**

# **TRUSTEES OF CONNEAUT LAKE PARK, INC. SERVICES CONTRACT**

**THIS AGREEMENT** effective the 1st day of May, 2014, by and between

**TRUSTEES OF CONNEAUT LAKE PARK, INC. a non-profit corporation** with current offices at 12382 Center Street, Conneaut Lake, Pennsylvania, hereinafter called "**TCLP**"

**AND**

**ECONOMIC PROGRESS ALLIANCE OF CRAWFORD COUNTY (a 501(c)(6) tax exempt organization)** with current offices at 789 Bessemer Street, Meadville, Pennsylvania, hereinafter called "**Alliance**"

**WHEREAS, TCLP and the Alliance** recognize a need to implement a management arrangement for administrative and property management services.

**NOW THEREFORE**, the parties hereto, in consideration of mutual covenants and conditions, intending to be legally bound and agree as follows:

1) **PROVISION OF ADMINISTRATIVE AND PROPERTY MANAGEMENT SERVICES:**

- a. The Alliance employs personnel who are capable of providing administrative and property management services to accomplish TCLP activities, therefore, TCLP agrees to contract with the Alliance for these services.
- b. The Alliance will employ qualified personnel, document employee policies and managerial procedures, administer and maintain competitive personnel benefits, and engage in all activities required to provide quality services to TCLP.
- c. The Alliance will incur all operating costs related to employing personnel and maintaining an office location acceptable to both organizations (including, but not all inclusive of, office expenses, travel and conference costs, training, insurance, utilities, consultant support services).
- d. The Alliance agrees to maintain a time recordkeeping system for all personnel sufficient to allocate personnel and administrative costs by key activities of the Alliance group of organizations, including the Economic Alliance Foundation, Inc.
- e. The Alliance will provide specific administrative services to TCLP as set forth in Exhibit A.
- f. The Alliance will provide property management services which include the following:
  - i All property management including risk management and general buildings management
  - ii All property maintenance services, i.e., landscaping, snow removal, repairs, environmental management and monitoring, etc.
  - iii All tenant management matters including soliciting tenants, negotiating leases and lease renewals, issues resolution, etc.

- iv All construction projects.
- v Grant administration associated to real estate initiatives and asset management.
- vi All other property management activities as agreed upon between the parties.

g. The Alliance will receive compensation for above services in accordance with paragraph 3 (FEES) below.

2) TERM: The term of this agreement is ten years or 120 months commencing on May 1, 2014 and terminating on April 30, 2024 and is subject to renewal by TCLP and the Alliance on or before January 1<sup>st</sup> of each intervening year. This agreement shall be renewed annually, concurrent with the approval of the annual operating budgets for TCLP and the Alliance. This agreement may be terminated by either party by written notice delivered to the other party, by hand delivery, or regular mail at least sixty days prior to the intended date of termination.

3) FEES: Fees for administrative and property management services will be billed in accordance with the Schedule of Fees accompanying this agreement (pre-determined hourly amount established for each individual engaged to provide such services). TCLP will be billed monthly and will remit payment monthly. Provided however, that TCLP may, at any time, request from the Alliance an accounting specifying the allocation and disbursement of sums paid for such services. Said accounting shall be provided by the Alliance at its expense within thirty days of any such request.

4) ENTIRE AGREEMENT: This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed

5) MODIFICATION: This Agreement shall not be modified, except in writing, signed by the parties.

IN WITNESS WHEREOF, the parties hereto have set their signatures, this 19<sup>th</sup> day of June, 2014

ATTEST:

Patricia J. Wenzel

ECONOMIC PROGRESS ALLIANCE OF  
CRAWFORD COUNTY

William Bragg  
William Bragg, President

ATTEST:

Mary InSuarat

TRUSTEES OF CONNEAUT LAKE PARK, INC.

Thomas Cholak  
Thomas Cholak, Authorized Trustee

# TRUSTEES OF CONNEUAT LAKE PARK, INC. SERVICES CONTRACT

## Exhibit A

### Scope of Services

1. General executive management to include organizational leadership, fiscal oversight, internal and external communications, and media and community relations.
2. All accounting services to include accounts payable, accounts receivable, general ledger, audit preparation and all other services necessary to ensure appropriate financial reporting and control.
3. Preparation, distribution and presentation of monthly financial reports satisfactory to the Board of Trustees.
4. Provide full logistical support for all meetings, events, etc. sponsored by TCLP include, meeting notices, agenda, meeting packet preparation and distribution, minutes preparation, etc.
5. Provide all property management and maintenance services.
6. Tenant relations and development including development and management of all leases and other agreements in which the TCLP have an interest.
7. All day-to-day operating and management services necessary to achieve stated objectives of the TCLP.
8. Solicit and administer grants and bequests in support of TCLP sponsored initiatives.
9. Represent TCLP at all meetings and other necessary functions.
10. Lead regular outreach initiative to inform and solicit public engagement and support.
11. Preparation and solicitation of development proposals.
12. Development and maintenance of websites promoting CLP.
13. Provide all other CLP operational services necessary to achieve stated objectives of the TCLP.

**TRUSTEES OF CONNEAUT LAKE PARK, INC.  
SERVICES CONTRACT**

**Schedule of Fees  
(hourly rate per position)**

Executive	\$105
CFO/Finance Director	\$63
Cleaning crew and supervisor	\$15 - 24
Construction/Maintenance Crew:	
Unskilled, semi-skilled, skilled crew	\$16 - 25
Crew supervisor	\$55
Accounting staff and manager	\$29 - 54
Operations managers, and grant administration	\$39- 47
Administrative, communications, operations	\$29 - 38

## ECONOMIC PROGRESS ALLIANCE OF CRAWFORD COUNTY

### Meeting Minutes June 19, 2014

A meeting of the Board of Directors of the Economic Progress Alliance of Crawford County was held on Thursday, June 19, 2014, at 8 a.m. in the William J. Douglass Corporate Conference Center, 764 Bessemer Street Meadville, Pennsylvania.

**Board Members Present:** William Bragg, Richard Burkhardt, Kenneth Deane, Paul Huber, Gayle Knapp, Bonnie Kuhn, Joseph Ledford, and Denny Watson.

**Board Members Not Present:** William DeArment, William Douglass, Deborah Pipp, Thomas Stanton, and Francis Weiderspahn.

**Also Present:** John Swick, Legal Counsel.

**Staff Present:** Deana Burge, Ernest Krute, Rebecca Smith, Tracy Swihart, Mark Turner, and Patricia Winsor.


#### **CALL TO ORDER:**

William Bragg called the meeting to order at 8:01 a.m. and immediately went into Executive Session.

William Bragg asked for a motion to approve the minutes from the May 15, 2014, Economic Progress Alliance of Crawford County Board Meeting. Motion was made by Joseph Ledford; seconded by Bonnie Kuhn. Motion carried unanimously.

William Bragg asked for a motion to accept the May 2014 Alliance combined Balance Sheets and Statement of Operations. Motion was made by Joseph Ledford; seconded by Bonnie Kuhn. Motion carried unanimously.

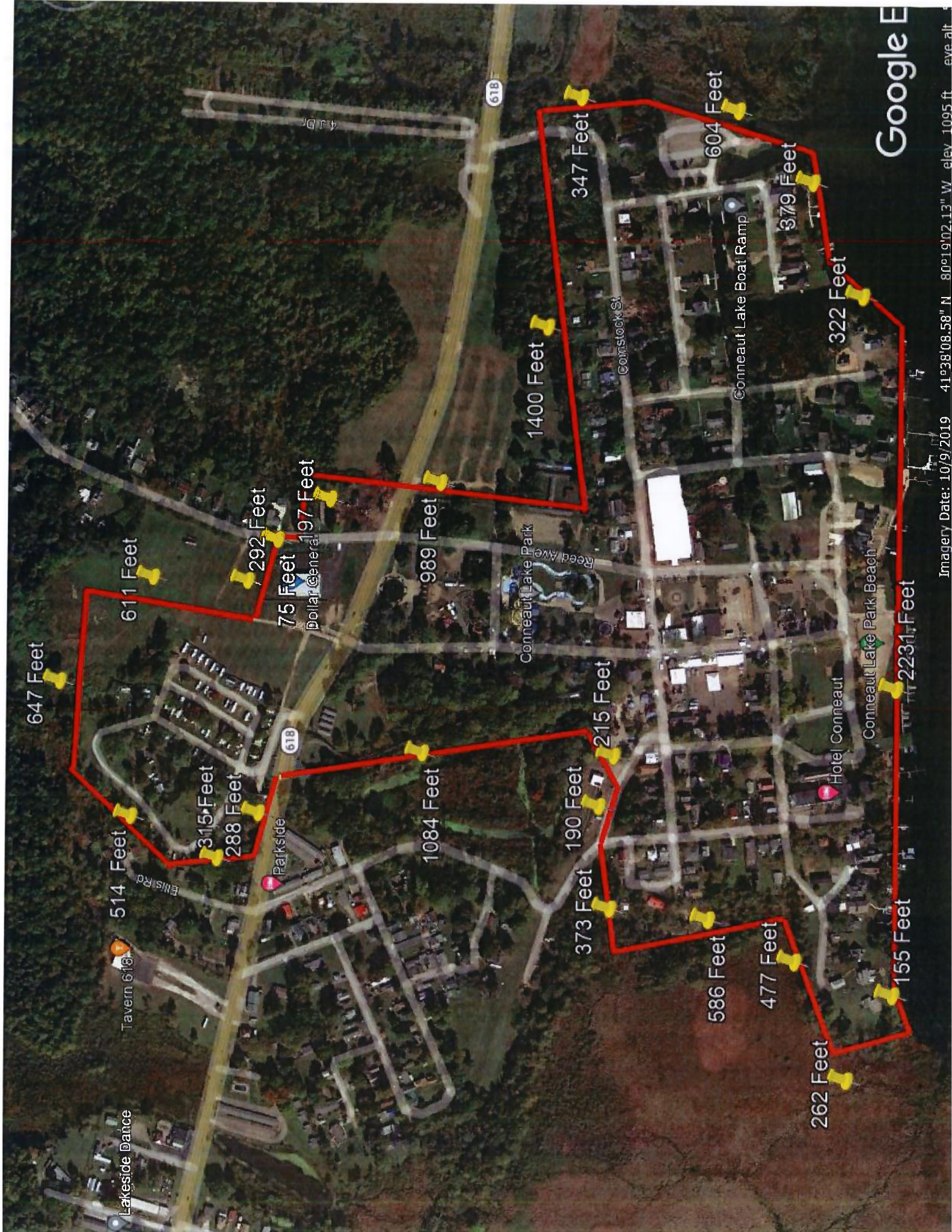
#### **BUSINESS BEFORE THE BOARD:**

 As discussed in Executive Session, Bonnie Kuhn made the following motion; seconded by Kenneth Deane. Motion carried unanimously as Resolution 14-21:

***Resolved:*** That the Board of Directors of the Economic Progress Alliance of Crawford County approved the Administrative Services Agreement between the Economic Progress Alliance of Crawford County and the Trustees of Conneaut Lake Park, Inc.

Patricia Winsor explained that the following Resolution will allow the Alliance Board Members to sign the related documents for an upcoming closing for a PIDA loan, which was approved at

**Applicant's Joint  
Exhibit 3**



647 Feet

514 Feet

611 Feet

315 Feet

288 Feet

292 Feet

75 Feet

197 Feet

1084 Feet

989 Feet

1400 Feet

373 Feet

190 Feet

215 Feet

347 Feet

586 Feet

477 Feet

262 Feet

2231 Feet

322 Feet

379 Feet

604 Feet

Lakeside Dance

Tavern 610

Emis Rd

Parkside

Dollar General

Conneaut Lake Park

Reed Ave

Comstock St

Conneaut Lake Boat Ramp

Hotel Conneaut

Conneaut Lake Park Beach

Google E

Imagery Date: 10/9/2019 41°38'08.58" N 80°19'02.13" W elev. 1095 ft

**Applicant's Joint  
Exhibit 4**

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF SAFE DRINKING WATER  
PLANNING AND CONSERVATION DIVISION**

**Primary Facility Report for CONNEAUT LAKE PARK INC (19093)  
REPORT FOR CALENDAR YEAR JAN 1 TO DEC 31, 2019**

Client: CONNEAUT LAKE PARK INC

**PRIMARY FACILITY NAME AND MAILING ADDRESS**

<b>Name and Address:</b>	CONNEAUT LAKE PARK INC 12382 CENTER ST CONNEAUT LAKE, PA 16316-4804
<b>Contact Information:</b>	CHRISTOPHER R GREENBERG OPERATOR
<b>Phone:</b>	724-376-7013
<b>Facility e-mail:</b>	GREENC3458@YAHOO.COM

**PEAK DAY WATER USE FOR REPORT YEAR 2019**

<b>Date:</b>	05/24/2019 (mm/dd/yyyy)
<b>Gallons Per Day:</b>	186,181

**MINIMUM DAY WATER USE FOR REPORT YEAR 2019**

<b>Date:</b>	01/08/2019 (mm/dd/yyyy)
<b>Gallons Per Day:</b>	0

**POPULATION SERVED**

<b>Population Served:</b>	250
---------------------------	-----

**AVERAGE DAILY WATER USE**

<u>Type</u>	<u>Metered Connections</u>		<u>Unmetered Connections</u>	
	<u>Number</u>	<u>Water Use (GPD)</u>	<u>Number</u>	<u>Water Use (GPD)</u>
Domestic	0	0	185	21,348
Commercial	0	0	15	18,366
Industrial	0	0	0	0
Institutional	0	0	0	0
Bulk Sales to other PWS	0	0	0	0
Oil and Gas	0	0	0	0
Other	0	0	1	6,201
<b>Water Losses</b>				1,420
<b>Total</b>	0	0	201	47,335
<b>Explain 'Other' Connections:</b>	Hydrant Flushing			

**BREAKDOWN OF WATER LOSSES FOR THE SYSTEM**

Type	Water Use (GPD)
Apparent Losses	1,420
Real Losses	0
<b>Total Water Losses</b>	<b>1,420</b>

**PRESENT NUMBER OF CONNECTIONS SERVED**

Municipality Name	Present Number of Connections						% Pop Served	Multiple Unit Connections	
	Dom	Comm	Ind	Inst	Oil Gas	Other		No. Conn	No. Units
SADSBURY TWP (CRAWFORD)	63	1	0	0	0	0	34	64	64

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF SAFE DRINKING WATER  
PLANNING AND CONSERVATION DIVISION**

**PRESENT NUMBER OF CONNECTIONS SERVED**

Municipality Name	Present Number of Connections						% Pop Served	Multiple Unit Connections	
	Dom	Comm	Ind	Inst	Oil Gas	Other		No. Conn	No. Units
SUMMIT TWP (CRAWFORD)	122	14	0	0	0	1	66	138	138
<b>TOTAL</b>	<b>185</b>	<b>15</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>		<b>202</b>	<b>202</b>

**METERING, WATER CONSERVATION AND DISTRIBUTION SYSTEM**

What is the average age of existing meters?	3 Years
Are you currently installing meters at new connections?	YES
Are you currently installing meters at unmetered connections?	NO
Is there an active meter replacement program for your water system?	NO
How many meters did you replace during the report year?	0
Did you provide water conservation information to your customers during the report year?	NO
What is the type, size (inches), and length of new pipe installed as an extension to your present system during the report year?	
What is the frequency of flushing the distribution system during the past year?	12
Did you work your hydrants during the report year?	YES
Did you work the valves in the system during the report year?	YES
Does your system have an active leak detection program?	NO
What type of equipment or methods do you use for leak detection?	
Does your system have a cross-connection control program?	NO
Has the water pressure been inadequate in any part of the system?	NO
If yes, explain	
Service Area Boundary Map: The box contains the date of the latest submitted service area boundary map for your system. If this date is older than 5 years, blank, or there has been a change in the area since then, please use the online service area boundary mapping tool to review and submit a current map. (See Instructions)	01/01/2003
Describe major system changes such as purchases and transfers:	

**REPORT CONTACT INFORMATION**

<b>Report Preparer:</b>	CHRISTOPHER GREENBERG CONNEAUT LAKE PARK INC 2405 GEORGETOWN RD. SANDY LAKE, PA 16145 Phone: (724)376-7013 Email Address: GREENC3458@YAHOO.COM
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2018 ANNUAL DRINKING WATER QUALITY REPORT

PWSID #: 6200018 NAME: Conneaut Lake Park

*Este informe contiene información importante acerca de su agua potable. Haga que alguien lo traduzca para usted, ó hable con alguien que lo entienda.* (This report contains important information about your drinking water. Have someone translate it for you, or speak with someone who understands it.)

**WATER SYSTEM INFORMATION:**

This report shows our water quality and what it means. If you have any questions about this report or concerning your water utility, please contact Chris Greenberg at (724)376-7013. We want you to be informed about your water supply.

**Although Conneaut Lake Park does not hold meetings concerning our drinking water, we welcome any questions or comments from our customers. You may contact us at 789 Bessemer St., Meadville, PA 16335, between the hours of 8am and 5pm or call 814-333-2299.**

**SOURCE(S) OF WATER:**

Our water source(s) are:

Our water comes from main water wells Number 1 and Number 2, located at the North end of Conneaut Lake Park, adjacent to the Fish Commission on Henry Street. This report shows our water quality and what it means.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the *Safe Drinking Water Hotline* (800-426-4791).

**MONITORING YOUR WATER:**

We routinely monitor for contaminants in your drinking water according to federal and state laws. The following tables show the results of our monitoring for the period of January 1 to December 31, 2018. The State allows us to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data is from prior years in accordance with the Safe Drinking Water Act. The date has been noted on the sampling results table.

**DEFINITIONS:**

*Action Level (AL)* - The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

*Maximum Contaminant Level (MCL)* - The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

*Maximum Contaminant Level Goal (MCLG)* - The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

*Maximum Residual Disinfectant Level (MRDL)* - The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

*Maximum Residual Disinfectant Level Goal (MRDLG)* - The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

*Minimum Residual Disinfectant Level (MinRDL)* - The minimum level of residual disinfectant required at the entry point to the distribution system.

*Level 1 Assessment* – A Level 1 assessment is a study of the water system to identify potential problems and determine (if possible) why total coliform bacteria have been found in our water system.

*Level 2 Assessment* – A Level 2 assessment is a very detailed study of the water system to identify potential problems and determine (if possible) why an *E. coli* MCL violation has occurred and/or why total coliform bacteria have been found in our water system on multiple occasions.

*Treatment Technique (TT)* - A required process intended to reduce the level of a contaminant in drinking water.

*Mrem/year* = millirems per year (a measure of radiation absorbed by the body)

*ppm* = parts per million, or milligrams per liter (mg/L)

*pCi/L* = picocuries per liter (a measure of radioactivity)

*ppq* = parts per quadrillion, or picograms per liter

*ppb* = parts per billion, or micrograms per liter ( $\mu\text{g/L}$ )

*ppt* = parts per trillion, or nanograms per liter

**DETECTED SAMPLE RESULTS:**

<b>Chemical Contaminants</b>								
Contaminant	MCL in CCR Units	MCLG	Level Detected	Range of Detections	Units	Sample Date	Violation Y/N	Sources of Contamination
Arsenic	10	0	2.1	1.2-2.1	ppb	2018	N	Erosion of Natural Deposits
Chlorine	4	4	.49	.49-1.28	ppm	2018	N	Water Additive used to Control Microbes
Barium	2	2	.15	.15	ppm	2018	N	Erosion of Naural Deposits
Flouride	2	2	.1	.1	ppm	2018	N	Additive which promotes strong teeth
Haloacetic acids	60	N/A	5.6	5.6	ppb	2018	N	By-Product of Drinking Water Disinfection
Trihalomethanes	80	N/A	5.2	5.2	Ppb	2018	N	By-Product of Drinking Water Disinfection

\*EPA's MCL for fluoride is 4 ppm. However, Pennsylvania has set a lower MCL to better protect human health.

<b>Entry Point Disinfectant Residual</b>							
Contaminant	Minimum Disinfectant Residual	Lowest Level Detected	Range of Detections	Units	Sample Date	Violation Y/N	Sources of Contamination
Chlorine	1.00	1.00	1.00-2.20	ppm	2018	N	Water additive used to control microbes.

<b>Lead and Copper</b>							
Contaminant	Action Level (AL)	MCLG	90 <sup>th</sup> Percentile Value	Units	# of Sites Above AL of Total Sites	Violation Y/N	Sources of Contamination
Lead	15	0	8	ppb	1	N	Corrosion of household plumbing.
Copper	1.3	1.3	.95	ppm	0	N	Corrosion of household plumbing.

<b>Microbial (related to Assessments/Corrective Actions regarding TC positive results)</b>					
<b>Contaminants</b>	<b>TT</b>	<b>MCLG</b>	<b>Assessments/ Corrective Actions</b>	<b>Violation Y/N</b>	<b>Sources of Contamination</b>
Total Coliform Bacteria	Any system that has failed to complete all the required assessments <b>or</b> correct all identified sanitary defects, is in violation of the treatment technique requirement	N/A	See detailed description under "Detected Contaminants Health Effects Language and Corrective Actions" section	N	Naturally present in the environment.

<b>Microbial (related to E. coli)</b>					
<b>Contaminants</b>	<b>MCL</b>	<b>MCLG</b>	<b>Positive Sample(s)</b>	<b>Violation Y/N</b>	<b>Sources of Contamination</b>
<i>E. coli</i>	Routine and repeat samples are total coliform-positive <b>and</b> either is <i>E. coli</i> -positive <b>or</b> system fails to take repeat samples following <i>E. coli</i> -positive routine sample <b>or</b> system fails to analyze total coliform-positive repeat sample for <i>E. coli</i> .	0	0	N	Human and animal fecal waste.
<b>Contaminants</b>	<b>TT</b>	<b>MCLG</b>	<b>Assessments/ Corrective Actions</b>	<b>Violation Y/N</b>	<b>Sources of Contamination</b>
<i>E. coli</i>	Any system that has failed to complete all the required assessments <b>or</b> correct all identified sanitary defects, is in violation of the treatment technique requirement	N/A	See description under "Detected Contaminants Health Effects Language and Corrective Actions" section	N	Human and animal fecal waste.

<b>Raw Source Water Microbial</b>					
<b>Contaminants</b>	<b>MCLG</b>	<b>Total # of Positive Samples</b>	<b>Dates</b>	<b>Violation Y/N</b>	<b>Sources of Contamination</b>
<i>E. coli</i>	0	0	N/A	N	Human and animal fecal waste.

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**VIOLATIONS:**

**Failure to monitor for Nitrate/Nitrite in 4th quarter of 2017.**

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**EDUCATIONAL INFORMATION:**

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban stormwater run-off, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.
- Radioactive contaminants, which can be naturally-occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, EPA and DEP prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. FDA and DEP regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's *Safe Drinking Water Hotline* (800-426-4791).

**Information about Lead**

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Conneaut Lake Park Water is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the *Safe Drinking Water Hotline* or at <http://www.epa.gov/safewater/lead>.

**OTHER INFORMATION:**

**Please feel free to contact Chris Greenberg (724)376-7013 with any questions or concerns about your water quality. However, calls concerning water leaks or billing should be directed to: EPACC Office (814)333-2299x224**

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Primary Facility Report for CONNEAUT LAKE PARK INC (19093)  
REPORT FOR CALENDAR YEAR JAN 1 TO DEC 31, 2020

Client: CONNEAUT LAKE PARK INC

**PRIMARY FACILITY NAME AND MAILING ADDRESS**

**Name and Address:** CONNEAUT LAKE PARK INC  
12382 CENTER ST  
CONNEAUT LAKE, PA 16316-4804

**Contact Information:** CHRISTOPHER R GREENBERG  
OPERATOR

**Phone:** 724-376-7013

**Facility e-mail:** GREENC3458@YAHOO.COM

**PEAK DAY WATER USE FOR REPORT YEAR 2020**

**Date:** 05/05/2020 (mm/dd/yyyy)

**Gallons Per Day:** 156,081

**MINIMUM DAY WATER USE FOR REPORT YEAR 2020**

**Date:** 01/08/2020 (mm/dd/yyyy)

**Gallons Per Day:** 0

**POPULATION SERVED**

**Population Served:** 250

**AVERAGE DAILY WATER USE**

Type	Metered Connections		Unmetered Connections	
	Number	Water Use (GPD)	Number	Water Use (GPD)
Domestic	0	0	185	15,548
Commercial	0	0	15	8,546
Industrial	0	0	0	0
Institutional	0	0	0	0
Bulk Sales to other PWS	0	0	0	0
Oil and Gas	0	0	0	0
Other	0	0	1	6,201
Water Losses				1,020
<b>Total</b>	<b>0</b>	<b>0</b>	<b>201</b>	<b>31,315</b>
<b>Explain 'Other' Connections:</b>	HYDRANT FLUSHING			

**BREAKDOWN OF WATER LOSSES FOR THE SYSTEM**

Type	Water Use (GPD)
Apparent Losses	1,020
Real Losses	0
<b>Total Water Losses</b>	<b>1,020</b>

**PRESENT NUMBER OF CONNECTIONS SERVED**

Municipality Name	Present Number of Connections						% Pop Served	Multiple Unit Connections	
	Dom	Comm	Ind	Inst	Oil Gas	Other		No. Conn	No. Units
CONNEAUT LAKE BORO	63	1	0	0	0	1	.06	0	0

**PRESENT NUMBER OF CONNECTIONS SERVED**

Municipality Name	Present Number of Connections						% Pop Served	Multiple Unit Connections	
	Dom	Comm	Ind	Inst	Oil Gas	Other		No. Conn	No. Units
(CRAWFORD)									
SUMMIT TWP (CRAWFORD)	122	14	0	0	0	0	66	0	0
TOTAL	185	15	0	0	0	1		0	0

**METERING, WATER CONSERVATION AND DISTRIBUTION SYSTEM**

What is the average age of existing meters? 4 Years

Are you currently installing meters at new connections? YES

Are you currently installing meters at unmetered connections? NO

Is there an active meter replacement program for your water system? NO

How many meters did you replace during the report year? 0

Did you provide water conservation information to your customers during the report year? NO

What is the type, size (inches), and length of new pipe installed as an extension to your present system during the report year?

What is the frequency of flushing the distribution system during the past year? 12

Did you work your hydrants during the report year? YES

Did you work the valves in the system during the report year? YES

Does your system have an active leak detection program? NO

What type of equipment or methods do you use for leak detection?

Does your system have a cross-connection control program? NO

Has the water pressure been inadequate in any part of the system? NO

If yes, explain

Service Area Boundary Map: The box contains the date of the latest submitted service area boundary map for your system. If this date is older than 5 years, blank, or there has been a change in the area since then, please use the online service area boundary mapping tool to review and submit a current map. (See Instructions) 01/01/2003

Describe major system changes such as purchases and transfers:

**REPORT CONTACT INFORMATION**

**Report Preparer:** JEFFREY STAUL  
 CONNEAUT LAKE PARK INC  
 23 TRIPPLEWOOD DRIVE  
 MERCER, PA 16137  
 Phone: 724-813-4888  
 Email Address: JHSTAUL@HOTMAIL.COM

**REPORT SUBMISSION INFORMATION**

**Submitted By:** JEFFREY STAUL  
**Submitted On:** 03/27/2021  
**Submitted By Email:** jhstaul@hotmail.com





## 2019 ANNUAL DRINKING WATER QUALITY REPORT

PWSID #: 6200018

NAME: Conneaut Lake Park

*Este informe contiene información muy importante sobre su agua de beber. Tradúzcalo ó hable con alguien que lo entienda bien.* (This report contains very important information about your drinking water. Translate it or speak with someone who understands it.)

### WATER SYSTEM INFORMATION:

This report shows our water quality and what it means. If you have any questions about this report or concerning your water utility, please contact **Chris Greenberg, Certified Water Operator at 724-376-7013**. Our water source is from two deep groundwater wells.

A Source Water Assessment of our source was completed in 2005 by the PA Department of Environmental Protection (PADEP). The Assessment has found that our source is potentially most susceptible to road deicing materials, accidental spills along roads and leaks in underground storage tanks. Overall, our source has little risk of significant contamination. Summary reports of the Assessment will be available on the PADEP website at [www.depweb.state.pa.us](http://www.depweb.state.pa.us) (Keyword: "source water"). Complete reports were distributed to municipalities, water supplier, local planning agencies and PADEP offices. Copies of the complete report are available for review at the PADEP Meadville Regional Office, Records Management Unit at (814) 332-6899.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

### MONITORING YOUR WATER:

We routinely monitor for contaminants in your drinking water according to federal and state laws. The following tables show the results of our monitoring for the period of January 1 to December 31, 2019. The State allows us to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data is from prior years in accordance with the Safe Drinking Water Act. The date has been noted on the sampling results table.

### DEFINITIONS AND ABBREVIATIONS:

**Action Level (AL)** - The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

**Maximum Contaminant Level (MCL)** - The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

**Maximum Contaminant Level Goal (MCLG)** - The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

**Maximum Residual Disinfectant Level (MRDL)** - The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

**Maximum Residual Disinfectant Level Goal (MRDLG)** - The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

**Treatment Technique (TT)** - A required process intended to reduce the level of a contaminant in drinking water.

**Mrem/year** = millirems per year (a measure of radiation absorbed by the body)

**pCi/L** = picocuries per liter (a measure of radioactivity)

**ppb** = parts per billion, or micrograms per liter ( $\mu\text{g/L}$ )

**ppm** = parts per million, or milligrams per liter ( $\text{mg/L}$ )

**ppq** = parts per quadrillion, or picograms per liter

**ppt** = parts per trillion, or nanograms per liter

Thank you for allowing us to continue providing your family with clean, quality water this year.

**DETECTED SAMPLE RESULTS:**

<i>Chemical Contaminants</i>								
Chemical Contaminant	MCL in CCR units	MCLG	Highest Level Detected	Range Of Detections	Units	Sample Date	Violation Y/N	Sources Of Contamination
Chlorine	4	4	1.2	0.83-1.2	ppm	10/2019	N	Water additive used to control microbes.
Arsenic	0.010	0	0.004	0.0-0.004	ppb	05/2019	N	Erosion of natural deposits; Runoff from orchards; Runoff from glass and electronics production wastes.
Barium	2	2	0.148	0.148	ppm	8/2018	N	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits
Fluoride	2*	4	0.1	-	ppm	8/2018	N	Water additive which promotes strong teeth.
HAA5 (Haloacetic Acids) ppm	60	N/A	5.6	2.1-5.6	ppb	11/2018	N	By-product of disinfection.
[Total Trihalomethanes] (ppb)	80	n/a	5.2	0-5.2	ppb	11/2018	N	By-product of drinking water chlorination.

<i>Entry Point Disinfectant Residual</i>							
Contaminant	Minimum Disinfectant Residual	Lowest Level Detected	Range of Detections	Units	Sample Date	Violation Y/N	Sources of Contamination
Chlorine	1.00	1.00	1.00-2.92	ppm	4/2019	N	Water additive used to control microbes.

<i>Lead and Copper</i>							
Contaminant	Action Level (AL)	MCLG	90 <sup>th</sup> Percentile Value	Units	# of Sites Above AL of Total Sites	Violation Y/N	Sources of Contamination
Lead (2019)	15	0	0.95	ppb	0 out of 5	N	Corrosion of household plumbing.
Copper (2019)	1.3	1.3	0.014	ppm	0 out of 5	N	Corrosion of household plumbing.

**OTHER VIOLATIONS:** We constantly monitor for various constituents in the water supply to meet all regulatory requirements. Conneaut Lake Park failed to give Public Notice of a 2017 Nitrate sample that was over 50% of the MCL. However, five samples taken in 2018 and 2019 have not shown any detection of Nitrates.

**OTHER INFORMATION:** "If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Hyland Mobile Home Park is responsible for providing high quality drinking water but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>."

**EDUCATIONAL INFORMATION:** *The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:*

- Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganic contaminants, such as salts and metals, which can be naturally occurring or result from urban stormwater run-off, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.
- Radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, EPA and DEP prescribes regulations which limit the amounts of certain contaminants in water provided by public water systems. FDA and DEP regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline (800-426-4791).

**Applicant's Joint  
Exhibit 5**



August 6, 2021

Todd Joseph, President  
Conneaut Lake Park Water Corporation, Inc.  
12382 Center St.  
Conneaut Lake, PA 16316

Re: Public Water Supply Operation Permit No. 2009505-T1  
APS ID No. 1036697  
Authorization ID No. 1293777  
PWSID No. 6200018  
Sadsbury Township and Summit Township, Crawford County

Dear Mr. Joseph:

We are pleased to enclose Public Water Supply Permit No. 2009505-T1 for the operation of the Conneaut Lake Park Public Water system. This permit is issued in response to your request to transfer the Public Water Supply Permit from the Trustees of Conneaut Lake Park, LLC to Conneaut Lake Park Water Corporation, Inc. The Department of Environmental Protection ("Department") received this request on April 2, 2021.

A comprehensive file review conducted by Department staff, identified four (4) Public Water Supply permits that are associated with this water system as follows: 2084504-T3-MA1, 2009505, 2009505-MA1, and 2084504-T2-MA2. The option to feed sodium silica, as authorized under Permit No. 2009505, is also revoked since any potential future need for corrosion control will have to be reevaluated; however, all other applicable records, including plans, specifications, reports, and supporting documents associated with these permits are now consolidated as part of this permit transfer and will be subject to the six (6) special conditions associated with Permit Nos. 2009505 and 2009505-MA1.

Be aware that this authorization also requires you to provide 4-log inactivation of viruses pursuant to 25 Pa. Code § 109.1302. The Department agrees that 4-log treatment of viruses can be achieved at Entry Point 101 by maintaining a free chlorine residual of 1.0 mg/L. The authorization is based on the information provided in GWR Permit No. 2009505-MA1 including:

Entry Point 101, Well No. 1 and Well No.2; a peak flow rate of 180 gallons per minute through the chlorine contact segment consisting of 310 LF of 20-inch diameter contact line providing a minimum effective volume of 5,091 gallons maintained at all times and a minimum water temperature of 5°C.

Compliance monitoring of free chlorine at Entry Point 101 shall continue per the compliance monitoring requirements for public water systems conducting daily grab sample monitoring. The monitoring requirements can be found at Title 25 Pa. Code § 109.1305 (a) (2) of the Department's regulations. The reporting requirements associated with compliance monitoring for public water systems conducting

daily grab sample monitoring can be found at Title 25 Pa. Code § 109.1307 (a) (1)(i) of the Department's regulations. The entire Groundwater Rule regulations can be found on the PA Code website at the following link, <http://www.pacode.com/secure/data/025/chapter109/subchapMtoc.html>.

These reporting requirements can be satisfied by completing an SDWA-1 form and submitting it through the Drinking Water Electronic Lab reporting (DWELR) web application within the first 10 days following the end of each monthly monitoring period. Please contact your sanitarian with further reporting questions. Information regarding DWELR registration and support can be found on the Pennsylvania Department of Environmental Protection's website at the following link: [http://www.portal.state.pa.us/portal/server.pt/community/public\\_drinking\\_water](http://www.portal.state.pa.us/portal/server.pt/community/public_drinking_water).

Please be advised that this authorization does not confer approval to offer, render, furnish, or supply water service to the public under Section 1101 of the Public Utility Code, 66 Pa. C.S. § 1101. This approval may be obtained only from the Pennsylvania Public Utility Commission ("PUC"). Therefore, you need to contact the PUC to ensure compliance with their regulatory requirements.

Any person aggrieved by this action may appeal the action to the Environmental Hearing Board (Board), pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. § 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A. The Board's address is:

Environmental Hearing Board  
Rachel Carson State Office Building, Second Floor  
400 Market Street  
P.O. Box 8457  
Harrisburg, PA 17105-8457

TDD users may contact the Environmental Hearing Board through the Pennsylvania Relay Service, 800.654.5984.

Appeals must be filed with the Board within 30 days of receipt of notice of this action unless the appropriate statute provides a different time. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

A Notice of Appeal form and the Board's rules of practice and procedure may be obtained online at <http://ehb.courtapps.com> or by contacting the Secretary to the Board at 717.787.3483. The Notice of Appeal form and the Board's rules are also available in braille and on audiotape from the Secretary to the Board.

**IMPORTANT LEGAL RIGHTS ARE AT STAKE. YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD AT 717.787.3483 FOR MORE INFORMATION. YOU DO NOT NEED A LAWYER TO FILE A NOTICE OF APPEAL WITH THE BOARD.**

**IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST BE FILED WITH AND RECEIVED BY THE BOARD WITHIN 30 DAYS OF RECEIPT OF NOTICE OF THIS ACTION.**

If you have any questions concerning this matter, please contact William Gaspari, P.E. at 814.332.6305.

Sincerely,



Matthew D. Postlewaite  
Acting Regional Manager  
Safe Drinking Water Program

Enclosures

cc: James Becker – Trustees of Conneaut Lake Park, LLC  
Sean Donnelly – PUC (pdf)  
M. Postlewaite (pdf only)  
B. Schott (pdf only)  
W. Gaspari (pdf only)  
SDW-Hrsbg-Facilities Permitting  
File

MDP:BCS:WAG



**PUBLIC WATER SUPPLY PERMIT**

NO. 2009505-T1

<p><b>A. PERMITTEE: (Name and Address)</b></p> <p>Conneaut Lake Park Water Corporation, Inc.                  12382 Center Street                  Conneaut Lake, PA 16316</p>	<p><b>B. PROJECT/PLANT LOCATION</b></p> <p>Address <u>12382 Center Street</u>                  Municipality <u>Sadsbury and Summit Townships</u>                  County <u>Crawford</u></p>
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C. THIS PERMIT APPROVES FOR:    1.  CONSTRUCTION    2.  OPERATION OF FACILITIES    2084504-T3-MA1, 2009505, 2009505-MA1, and  
 AS INDICATED BELOW:    Approved Under Construction Permit Nos. 2084504-T2-MA2

<u>Source</u>	<u>Facilities</u>	<u>BVRB</u>
<input checked="" type="checkbox"/> Well(s)*	<input type="checkbox"/> Impoundment	<input type="checkbox"/> Bottled Water System
<input type="checkbox"/> Spring(s)	<input type="checkbox"/> Settling	<input type="checkbox"/> Bulk Water Hauling System
<input type="checkbox"/> Surface Water	<input checked="" type="checkbox"/> Filtration	<input type="checkbox"/> Vended Water System
<input type="checkbox"/> Finished Water	<input checked="" type="checkbox"/> Iron and Manganese Treatment	<input type="checkbox"/> Retail Water Facility
*Well Nos. 1 and 2	<input type="checkbox"/> Softening	
	<input type="checkbox"/> Fluoridation	
	<input checked="" type="checkbox"/> Distribution Facility	
	<input type="checkbox"/> General Corrosion Control	
	<input type="checkbox"/> Corrosion Control for lead/copper	
	<input checked="" type="checkbox"/> Disinfection	
	<input type="checkbox"/> Pump Station(s)	
	<input checked="" type="checkbox"/> Transmission Lines	
	<input checked="" type="checkbox"/> Finished Water Storage	
	<input checked="" type="checkbox"/> Other <u>Arsenic Removal/GWR 4-log Treatment</u>	

KNOWN AS Well Nos. 1 and 2, AD26 arsenic treatment system, sodium hypochlorite feed system, ferric chloride, 75,000-gallon finished water storage tank, two (2) 4,000-gallon backwash/recycle tanks and 310 LF of 20-in. diameter chlorine contact pipe to provide 4-log treatment of viruses for Well Nos. 1 and 2 via Entry Point 101, and distribution system

**LIMIT OF AUTHORIZATION**

YOU ARE HEREBY AUTHORIZED TO CONSTRUCT OR OPERATE, AS INDICATED ABOVE, PROVIDED THAT FAILURE TO COMPLY WITH CHAPTER 109, OF THE RULES AND REGULATIONS OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OR THE TERMS OR CONDITIONS OF THIS PERMIT SHALL VOID THE AUTHORITY GIVEN TO THE PERMITTEE BY THE ISSUANCE OF THE PERMIT.

THE PLANS, SPECIFICATIONS, REPORTS AND SUPPORTING DOCUMENTS SUBMITTED AS PART OF THE PERMIT APPLICATION BECOME PART OF THE PERMIT.

NO DEVIATIONS FROM APPROVED PLANS OR SPECIFICATIONS AFFECTING THE TREATMENT PROCESS OR QUALITY OF WATERS SHALL BE MADE WITHOUT WRITTEN APPROVAL FROM THE DEPARTMENT.

THIS PERMIT IS ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION UNDER THE AUTHORITY OF THE PENNSYLVANIA SAFE DRINKING WATER ACT, THE ACT OF MAY 1, 1984 (P.L. 206, NO. 43). OPERATION SHALL COMPLY WITH THE PROVISIONS OF CHAPTER 109 ADOPTED UNDER THE AUTHORITY IN SECTIONS 4 AND 6(e) OF THE PENNSYLVANIA SAFE DRINKING WATER ACT.

THIS PERMIT IS SUBJECT TO THE ATTACHED SPECIAL CONDITIONS 1 - 6

**PERMIT ISSUED**  
 Date August 6, 2021

**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
 By:   
 Matthew D. Postlewaite  
 Acting Regional Manager  
 Title Safe Drinking Water Program

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SAFE DRINKING WATER PROGRAM

Date: August 6, 2021

Permit No.: 2009505-T1

**SPECIAL CONDITIONS**

Conneaut Lake Park Water Corporation, Inc.

1. The treatment facility shall be operated in accordance with the following conditions to provide 4-log treatment of viruses to water from groundwater source "**Well Nos. 1 and 2**" via **Entry Point 101**:
  - A. The instantaneous maximum flow through the chlorine contact segment (*310 LF of 20-inch diameter contact line*) shall not exceed 180 gpm to provide contact time for the 4-log inactivation for viruses. No service taps shall be installed to the designated chlorine contact segment before the compliance monitoring location;
  - B. The chlorine contact segment shall remain full at all times to provide contact time for the 4-log inactivation for viruses;
  - C. A residual disinfectant concentration of no less than **1.0 mg/L**, expressed as free chlorine, shall be maintained at the compliance monitoring location (Entry Point 101) after the chlorine contact segment; and
  - D. Compliance monitoring must be conducted pursuant to 25 PA. Code § 109.1305 and reported to the Department pursuant to 25 PA. Code § 109.1307.
2. The AdEdge AD26 treatment system is permitted at a maximum flow rate of 200 gpm, (equivalent to 6.3 gpm/ft<sup>2</sup> with two filters online and the third in backwash mode, or 4.2 gpm/ft<sup>2</sup> with all three filters online), for a total daily production of 288,000 gpd.
3. Well Nos. 1 and 2 are individually permitted with a combined safe yield of 300 gpm. The 300 gpm can come from either well or from any combination of the two as long as the flow does not exceed 300 gpm total.
4. Pursuant to the requirements of 25 Pa. Code § 109.301, entry point samples for arsenic shall be obtained once per calendar quarter. The samples shall be analyzed and reported by a Department accredited laboratory for arsenic concentration.
5. Samples of the raw and finished water shall be collected on a routine basis and analyzed for arsenic concentrations by a Department accredited laboratory or by the operator of the supply using an appropriate calibrated field analytical test kit. The sampling frequency shall be established by the certified operator to maintain operational efficiency.
6. Well Nos. 1 and 2 must be accurately identified with obvious markings indicating the well's number and designated active/permitted or inactive/unpermitted as applicable. The well number and designation shall be affixed to each well in a legible, conspicuous, and permanent manner.

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SAFE DRINKING WATER PROGRAM

**INTERNAL REVIEW AND RECOMMENDATIONS**

Applicant	Conneaut Lake Park Water Corporation, Inc. – Conneaut Lake Park	Municipality	Sadsbury and Summit Townships	Permit No.	2009505-T1
		County	Crawford		

This permit application is for the transfer of Permits Nos. 2084504-T3-MA1, 2009505, 2009505-MA1, and 2084504-T2-MA2 as all prior permits have been consolidated/revoked in previous permit actions. The permit transfer involves a change in ownership of the Conneaut Lake Park water system from the Trustees of Conneaut Lake Park, LLC to Conneaut Lake Park Water Corporation, Inc (CLPWC). The CLPWC will take over all assets and responsibilities associated with this public water system.


Previous Owners: Trustees of Conneaut Lake Park, LLC (James J. Becker, Executive Director)  
12382 Center Street, Conneaut Lake, PA 16316

New Owner: Conneaut Lake Park Water Corporation, Inc. (Todd Joseph, President)  
12382 Center Street, Conneaut Lake, PA 16316

**Facility Description:** The Conneaut Lake Park public water system consists of two (2) groundwater wells (Well Nos. 1 and 2) with vertical turbine pumps, a treatment plant, one (1) 75,000-gallon finished water storage tanks, and a distribution system. The system provides water to approximately 200 domestic and commercial connections and has an average daily demand of 45,752 gallons per day. Well No. 1 features a 50 hp vertical turbine pump with a permitted capacity of 300 gpm, while Well No. 2 features a 25 hp vertical turbine pump with a permitted capacity of 300 gpm. The wells alternate in operation. Raw water from the wells is pumped through a pressure and flow reducer valve, which reduces the flow rate to 180 gpm. Liquid sodium hypochlorite and ferric chloride are then injected prior to a static mixer via separate metering pumps (ProMinent beta Model BT4a-1601). The chemically treated water then flows through an AdEdge filtration system that features three (3) adsorption filters as needed for arsenic, iron, and manganese removal. Water that is utilized for backwashing the filtration system is stored in two (2) 4,000-gallon holding tanks where the solids are allowed to settled out while the tank supernatant is recycled through a bag filter and returned to the head of the treatment system. After filtration, the filtrate flows through a chlorine contact

CURRENT ESTIMATE OF COMPLETION DATE OF PROJECT

**RECOMMENDATION AND ACTION**

Approve	Return	Refuse	Signature	Date
			WILLIAM A. GASPARI, P.E. REVIEWING ENGINEER	
			BRAD C. SCHOTT, P.E. ENVIRONMENTAL ENGINEER MANAGER	
			MATTHEW D. POSTLEWAITE ACTING REGIONAL MANAGER 	6 Aug 2021

**HYDRO GEOLOGIST REVIEW INCLUDED:**  YES     NO     N/A

**PERMIT CONDITIONS:**

1. STANDARD --
2. SPECIAL (Use additional sheets if necessary) -- 1 - 6

segment, as needed for 4-log treatment, which consists of 310 linear feet of 21-in. diameter piping. From the chlorine contact segment, the finished water flows to the distribution system and the 75,000-gallon finished water storage tank.

**Entry Point No. 101 4-Log Calculation Summary Table**

Treatment Segment No.	Chlorine Residual C (mg/l)	pH (S.U.)	Temp. (°C)	Peak Flow (gpm)	Minimum Volume (gal.)	Baffling Factor (BF)	Effective Volume (gal.) V*BF	CT Actual C*(Ev/PF)	CT Req'd	Log Reduction Calculated (viruses)
*Seg. 1:	1.0	8	5.0	180	5,091	1.0	5,091	28.28	8.0	14.14
<b>Total Log Reduction</b>										<b>14.14</b>

\*Segment 1: one (1) 310 LF of 21-in. diameter contact pipe.

Based upon the above information, it appears that Entry Point 101 is able to maintain a 14.14 log inactivation of viruses at a chlorine residual concentration of 1.0 mg/L and a maximum flow rate of 180 gpm. The system can meet 4-log inactivation requirements with a chlorine residual of 0.4 mg/L as noted in PWS Permit No. 2009505; however, a chlorine concentration of 1.0 mg/L appears to be required by PWS Permit No. 2009505-MA1 since the location of the continuous chlorine analyzer is just prior to the chlorine contact segment at Entry Point 10. Sampling at a blow-off located after the chlorine contact segment indicates that chlorine degradation in the contact segment results in a concentration reduction of approximately 0.2 mg/L as free chlorine. It is important to note that the system no longer utilizes a continuous chlorine analyzer for free chlorine analysis, as indicated in Permit Nos. 2009505 and 2009505-MA1, rather the plant operator uses a portable colorimeter to analyze grab samples from the entry point. The system is not required to use a continuous chlorine analyzer.

**Chlorine Monitoring Instrument and Location:** The system uses a Hach DR900 portable colorimeter for free chlorine analysis at Entry Point 101. This location was authorized under PWS Permit No. 2009505-MA1.

**Permits:** The following table summarizes all active/relevant permits that were issued to the previous owner of the water system:

Permit No.	Date Issued	Description
2084504-T3-MA1	6/28/2007	Clean and recoat interior of the 75,000-gallon finished water storage tank
2009505	11/9/2009	Operation of Well Nos. 1 and 2, AD26 arsenic treatment system, sodium hypochlorite feed system, ferric chloride feed system, one (1) 75,000-gallon finished water storage tank, option to feed sodium silica, and two (2) 4,000-gallon backwash/recycle tanks
2009505-MA1	1/19/2012	Demonstration of 4-log treatment of viruses for groundwater sources
2084504-T2-MA2	10/11/2018	Repair of the 75,000-gallon finished water storage tank

**Recommendations:** There are no outstanding Public Water Supply issues or violations associated with the facility that would prevent transfer of the permit; therefore, issuance of Permit No. 2009505-T1 is recommended. It is further recommended to consolidate Permit Nos. 2084504-T3-MA1, 2009505, 2009505-MA1, and 2084504-T2-MA2 into Permit No. 2009505-T1; however, the option to feed sodium silica will be revoked as any future corrosion control measures that may be implemented will need to be reevaluated. All applicable records, including plans, specifications, reports, and supporting documents associated with these permits are now part of Permit No. 2009505-T1. This permit transfer will be subject to the special conditions associated with the following former permits: Permit No. 2009505-MA1 as Special Conditions No. 1 and Permit No. 2009505 as Special Condition Nos. 2-6.

**Applicant's Joint  
Exhibit 6**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:	)	
	)	
TRUSTEES OF CONNEAUT LAKE PARK, INC.,	)	Bankruptcy Case No. 14-11277-JAD
	)	
Reorganized Debtor.	)	Chapter 11
	)	
	)	
TRUSTEES OF CONNEAUT LAKE PARK, INC.,	)	Document No. _____
	)	
Movant,	)	
	)	
v.	)	
	)	<u>Hearing Date &amp; Time:</u>
CONNEAUT LAKE JOINT MUNICIPAL AUTHORITY, DONALD G. KALTENBAUGH, JOSEPH J. PRISCHAK AND ISABEL J. PRISCHAK, MERCER COUNTY STATE BANK, QUINN, BUSECK, LEMHUIS, TOOHEY & KROTO, U.S. FOODSERVICE, ECONOMIC PROGRESS ALLIANCE OF CRAWFORD COUNTY, NORTHWEST PENNSYLVANIA REGIONAL PLANNING AND DEVELOPMENT COMMISSION, THE COMMONWEALTH OF PENNSYLVANIA, AND ALL UNNAMED HOLDERS OF LIENS, CLAIMS, OR ENCUMBRANCES,	)	March 2, 2021 at 10:00 a.m. via ZOOM
	)	<u>Responses Due:</u>
	)	February 17, 2021
	)	
Respondents.	)	

**NOTICE OF BID PROCEDURES,  
AUCTION DATE, AND SALE HEARING**

PLEASE TAKE NOTICE that on January 21, 2021, the above-captioned reorganized debtor and debtor in possession, the Trustees of Conneaut Lake Park, Inc. (the “Debtor”) filed the Motion (the “Procedures Motion”) of Debtor for an Order (a) designating the Stalking Horse Bidder; (b) authorizing and approving the Bid Protections for the sale of substantially all of the Debtor’s Assets; (c) approving the proposed Bid Procedures; (d) authorizing and scheduling the Auction; and (e) approving certain deadlines and the form, manner, and sufficiency of notice.

On January 26, 2021, the Bankruptcy Court entered an order (the “*Bid Procedures Order*”) granting the Procedures Motion and approving the Bid Procedures attached hereto as Exhibit 1 to be used in connection with the sale of substantially all of the Debtor’s Assets.

The Debtor is seeking to sell substantially all of its assets under chapter 11 of the United States Bankruptcy Code. The Debtor believes the sale of the Debtor’s Assets is in the best interest of the Debtor’s estate and will provide the highest and best value for the Debtor’s Assets.

If the Debtor receives Qualified Bids from other Qualified Bidders in accordance with the Bid Procedures, the Debtor’s Assets will be sold at the Auction. The Bid Procedures afford the Debtor the opportunity to subject the Debtor’s Assets to competitive bidding.

### **Bid Procedures**

A copy of the Bid Procedures is attached hereto as Exhibit 1. The Bid Procedures describe, *inter alia*, the terms of the bidding process, the requirements and deadlines for participation therein, required terms of any bids, and the time, location, and conduct of the Auction. In the event of any inconsistency or conflict between this Notice, the Bid Procedures, and the Procedures Order, the Procedures Order shall control.

### **The Auction and Sale Hearing**

PLEASE TAKE FURTHER NOTICE that the Bankruptcy Court will conduct the Auction and Sale Hearing in accordance with the Bid Procedures to determine the highest and best bid with respect to the Debtor’s Assets and to approve the successful bid and confirm the sale of all or substantially all of the Debtor’s Assets.

Only Qualified Bidders may bid and participate in the Auction.

The Auction shall commence at March 2, 2021 at 10:00 a.m. (**prevailing Eastern time**), before Judge Jeffery A. Deller via the Zoom Video Conference Application (“Zoom”). To participate in and join a Zoom Hearing, please initiate and use the following link at least ten (10) minutes prior to the scheduled Zoom Hearing time: <https://www.zoomgov.com/j/16009283473>, or alternatively, you may use the following Meeting ID: 160 0928 3473. All participants are required to appear by Zoom and must comply with the *Notice of Temporary Modification of Procedures Before the Honorable Jeffery A. Deller For Matters Scheduled On or After January 1, 2021* (“Judge Deller’s Zoom Procedures”), which can be found on the Court’s website at <http://www.pawb.uscourts.gov/content/judge-jeffery-deller>. Persons without video conferencing capabilities must immediately contact Chambers staff at (412) 644-4710 to make alternative arrangements. Absent emergency circumstances, such arrangements must be made no later than three (3) business days prior to the hearing.

The Auction and Sale Hearing may be adjourned in open court from time to time, without

further notice.

PLEASE TAKE FURTHER NOTICE that the Bid Procedures attached hereto shall govern the bidding process and any Auction of the Debtor's Assets. Any person that wishes to receive a copy of the Procedures Motion (with all attachments) or the Procedures Order (with all attachments) may request a copy from Debtor's counsel by email to George T. Snyder, Esquire at [gsnyder@stonecipherlaw.com](mailto:gsnyder@stonecipherlaw.com) or in writing to Stonecipher Law Firm, 125 First Avenue, Pittsburgh, Pennsylvania 15222 (Attn: George T. Snyder).

### **Objections**

Any objection to any of the relief to be requested at the Sale Hearing must be in writing, state the basis of such objection with specificity, and shall be filed with the Court, and shall be served on: (i) counsel to the Debtor: Stonecipher Law Firm, 125 First Avenue, Pittsburgh, Pennsylvania 15222 (Attn: George T. Snyder); (ii) counsel to the Secured Non-Tax Claims Representative: Knox McLaughlin Gornall & Sennett, P.C, 120 W. 10<sup>th</sup> Street, Erie, PA 16501 (Attn: Guy C. Fustine); and (iii) the Office of the United States Trustee, Liberty Center, 1001 Liberty Avenue, Suite 970, Pittsburgh, Pennsylvania 15222, so as to be received by **February 17, 2021**.

### **STONECIPHER LAW FIRM**

Dated: January 26, 2021

/s/ Jeanne Lofgren

George T. Snyder, Esq.

PA ID. 53525

Jeanne S. Lofgren, Esq.

PA ID. 89078

125 First Avenue

Pittsburgh, PA 15222

(412) 391-8510 phone

[gsnyder@stonecipherlaw.com](mailto:gsnyder@stonecipherlaw.com)

[jlofgren@stonecipherlaw.com](mailto:jlofgren@stonecipherlaw.com)

*Attorneys for Debtor*

**Exhibit 1**

**Bid Procedures**

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:	)	
	)	
TRUSTEES OF CONNEAUT LAKE PARK, INC.,	)	Bankruptcy Case No. 14-11277-JAD
	)	
Reorganized Debtor.	)	Chapter 11
_____	)	
	)	
TRUSTEES OF CONNEAUT LAKE PARK, INC.,	)	Document No. _____
	)	
Movant,	)	
v.	)	
	)	
CONNEAUT LAKE JOINT MUNICIPAL AUTHORITY, DONALD G.	)	<u>Hearing Date &amp; Time:</u> March 2, 2021 at 10:00 a.m. via ZOOM
KALTENBAUGH, JOSEPH J. PRISCHAK AND ISABEL J. PRISCHAK, MERCER COUNTY STATE BANK, QUINN, BUSECK, LEMHUIS, TOOHEY & KROTO, U.S. FOODSERVICE, ECONOMIC PROGRESS ALLIANCE OF CRAWFORD COUNTY, NORTHWEST PENNSYLVANIA REGIONAL PLANNING AND DEVELOPMENT COMMISSION, THE COMMONWEALTH OF PENNSYLVANIA, AND ALL UNNAMED HOLDERS OF LIENS, CLAIMS, OR ENCUMBRANCES,	)	<u>Responses Due:</u> February 17, 2021
	)	
Respondents.	)	

**BID PROCEDURES**

These sale and bid procedures (the “*Bid Procedures*”) govern the procedures for the sale of substantially all of the assets of the Trustees of Conneaut Lake Park, Inc. (the “*Debtor*”), the above-captioned reorganized debtor pursuant to chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “*Bankruptcy Code*”).

By motion (the “*Procedures Motion*”) dated January 21, 2021, the Debtor sought, among other things, approval of the Bid Procedures governing the process and procedures for the sale of the Debtor’s Assets (defined below). On January 26, 2021, the United States Bankruptcy Court for the Western District of Pennsylvania (the “*Bankruptcy Court*”), entered an order approving these Bid Procedures (the “*Bid Procedures Order*”). The Bankruptcy Court has scheduled a hearing on March 2, 2021 at 10:00 a.m. (prevailing Eastern Time), to auction (the “*Auction*”) and sell the Debtor’s assets (the “*Sale Hearing*”).

**I. Key Dates**

February 17, 2021	Objection Deadline (Sale Motion)
February 19, 2021 at 4:00 p.m. (prevailing Eastern Time)	Bid Deadline
February 22, 2021	Determination of Qualified Bidder(s) and designation of the Baseline Bid
March 2, 2021 at 10:00 a.m. (prevailing Eastern Time)	Auction and Sale Hearing

**II. Stalking Horse Bidder**

The Debtor has entered into a Purchase and Sale Agreement (“PSA”) with Keldon Holdings, LLC for the sale of substantially all of its assets, subject to higher and better offers and Bankruptcy Court approval. The Debtor has designated Keldon Holdings, LLC as the Stalking Horse Bidder for the auction of its assets. A true and correct copy of the PSA is attached to the Bid Procedures Motion as Exhibit B and is available upon written request to counsel for the Debtor.

**III. Assets to Be Sold**

A descriptive list of the Debtor’s business assets (“Assets”) to be sold is provided in Section 16 of the PSA attached to the Bid Procedures Motion as Exhibit B. The Assets include, but are not limited to, the following categories: the Debtor’s Water System, Amusement Park, Water Park, Hotel Conneaut Property, Boat Dock System, Camperland, Contracts, Permits and Assignments, Intangible Assets and post-closing receivables.

The Debtor proposes to sell the Assets in accordance with the terms and conditions set forth in the PSA, with such modifications to the PSA as made by the Successful Bidder (defined below).

Any Potential Bidder (as defined below) may obtain a detailed description of the Debtor’s Assets through the process described herein.

PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE AND IN ACCORDANCE WITH THESE BID PROCEDURES, THE DEBTOR INTENDS TO SELL ITS ASSETS ON AN “AS IS, WHERE IS” BASIS AND FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS; *EXCEPT THAT*, THE CHARITABLE USE RESTRICTION SHALL NOT BE DIVESTED BY THE SALE.

**IV. Assumption of Contracts and Leases**

The Debtor’s executory contracts and unexpired leases were assumed or rejected consistent with the terms of its chapter 11 Plan at time of the Plan confirmation. Accordingly,

any contracts or leases subject to the sale are all post-petition agreements or have already been assumed in accordance with the Plan.

**V. Due Diligence**

Until the Bid Deadline (defined below), the Debtor will afford to each interested party who delivers (A) an executed confidentiality agreement in form and substance satisfactory to the Debtor; and (B) demonstrates financial wherewithal to fund a Qualified Bid to the reasonable satisfaction of the Debtor (each, a “*Potential Bidder*”), reasonable access to information about the Debtor’s Assets.

After providing this initial access to all Potential Bidders, the Debtor will be available to answer questions, to schedule site visits upon reasonable notice, and to provide additional information concerning the Debtor’s Assets through a virtual data room to Potential Bidders determined by the Debtor, in its sole discretion, to be reasonably likely to make a Qualified Bid (defined below). The determination of whether a Potential Bidder is reasonably likely to make a Qualified Bid will be made by the Debtor on the basis of a formal mark of interest from such Potential Bidder and such information as price indication, industry experience, ability to finance the transaction, and outstanding due diligence.

Except as provided by applicable law or Bankruptcy Court order, neither the Debtor nor its representatives shall be obligated to furnish any information of any kind whatsoever relating to the Debtor’s Assets to any person or entity who is not a Potential Bidder and who does not comply with the requirements of these Bid Procedures.

**VI. Determination of “Qualified Bidder” Status**

Any Potential Bidder desiring to participate in the bidding process must be deemed a “Qualified Bidder.” To be deemed a Qualified Bidder, a Potential Bidder must deliver, via email, to the Debtor’s undersigned counsel financial information evidencing the Potential Bidder’s ability to close the transaction satisfactory to the Debtor, in its sole discretion, or such other information as reasonably determined by the Debtor to support the Potential Bidder’s ability to close the transaction.

**VII. Bid Deadline**

A Qualified Bidder that desires to make a bid shall deliver copies of such bid **on or before 4:00 p.m. prevailing Eastern Time on February 19, 2021** (the “*Bid Deadline*”), via email, to:

Stonecipher Law Firm  
125 First Avenue  
Pittsburgh, Pennsylvania 15222  
Attn: George Snyder ([gsnyder@stonecipherlaw.com](mailto:gsnyder@stonecipherlaw.com)); and  
Jeanne Lofgren ([jlofgren@stonecipherlaw.com](mailto:jlofgren@stonecipherlaw.com))

### **VIII. Requirements of a “Qualified Bid”**

To be deemed a “Qualified Bid” that may be considered at the Auction, a bid must:

- a. be in writing;
- b. be submitted timely by a Qualified Bidder;
- c. be for all, or substantially all, of the Debtor’s Assets;
- d. propose to pay, in cash, at least \$1,300,000 for the purchase of the Debtor’s Assets;
- e. be: (a) definitive and binding, not subject to due diligence or any conditions other than Court approval; (b) accompanied by evidence of financial wherewithal of the proposed buyer acceptable to the Debtor in its sole discretion; (c) accompanied by a deposit of \$50,000 in immediately available funds; (d) accompanied by a proposed purchase and sale agreement marked to show changes from the PSA attached to the Bid Procedures Motion as Exhibit B; and (e) the proposed purchase and sale agreement must be on substantially the same terms as the PSA, including:
  - o Agreement to purchase all of the Debtor’s Assets;
  - o Payment of the purchase price in cash in full at closing;
  - o Payment of \$450,000 of the purchase price into escrow within three (3) days before the scheduled sale hearing;
  - o Agreement to accept the Debtor’s assets subject to the charitable use restriction
- f. be irrevocable until the earlier of (i) the Qualified Bidder’s bid being determined by the Debtor not to be a Qualified Bid or (ii) another Qualified Bidder’s bid for the same assets being approved by the Bankruptcy Court, subject to the Reserve Bidder Provision hereof;
- g. provide that the Qualified Bidder is obligated to perform as the Reserve Bidder (defined below) in the event the Qualified Bidder is not the Successful Bidder, but is the second highest bidder for all or some of the Debtor’s Assets; and
- h. be accompanied by an affirmative statement from the Qualified Bidder that: (i) it has and will continue to comply with these Bid Procedures; (ii) its bid does not entitle such Qualified Bidder to any break-up fee, termination fee, expense reimbursement, or similar type of payment or reimbursement; and (iii) it waives any substantial contribution administrative expense claims under section 503(b) of the Bankruptcy Code related to bidding for the Debtor’s Assets.

The Debtor shall file a Notice of Qualified Bidders who have submitted Qualified Bids on or before **February 22, 2021**. The Debtor reserves the right to reject any bid on any grounds or extend this deadline if clarifying information is necessary.

**IX. Stalking Horse Bidder Fees**

The Debtor has designated a Stalking Horse Bidder for the Debtor's Assets, together with certain Bid Protections that have been approved by the Bankruptcy Court at the hearing on the Bid Procedures Motion. In the event the Stalking Horse Bidder is not the Successful Bidder for the Debtor's Assets, the Bid Protections payable to the Stalking Horse Bidder include a \$20,000 breakup fee payable only out of the proceeds of the sale as a cost of sale.

**X. Auction Process**

In the event that the Debtor receives more than one Qualified Bid, the Bankruptcy Court will conduct an auction (the "*Auction*") for the Debtor's Assets. The Auction will take place on via Zoom Video Conference on **March 2, 2021 at 10:00 a.m. (prevailing Eastern Time)** before Judge Jeffery A. Deller via the Zoom Video Conference Application ("Zoom").

The Bankruptcy Court will have the right to enact detailed procedures for the conduct of the Auction at any time prior to the start of the Auction so long as such procedures are consistent with the Bid Procedures Order. All bids in the Auction with respect to any set of assets will be made and received in one room, on an open basis, and all other Qualified Bidders participating in the Auction will be entitled to be present for all bidding on assets on which they have made a qualified bid with the understanding that the true identity of each Qualified Bidder will be fully disclosed to all other Qualified Bidders participating in the Auction and that all material terms of each Qualified Bid submitted in response to the Baseline Bid (defined below) or to any Subsequent Overbid (defined below) made at the Auction will be fully disclosed to all other Qualified Bidders throughout the entire Auction. All bids shall be placed on the record, which shall either be transcribed or videotaped.

Parties entitled to participate in the Auction shall include the Debtor, the designated Stalking Horse Bidder, the Qualified Bidders, and each of those respective parties' representatives. The Stalking Horse Bidder and each Qualified Bidder shall appear at the Auction via Zoom and shall comply with the rules of the Court concerning use of Zoom. To participate in and join a Zoom Hearing, please initiate and use the following link at least ten (10) minutes prior to the scheduled Zoom Hearing time: <https://www.zoomgov.com/j/16009283473>, or alternatively, you may use the following Meeting ID: 160 0928 3473. All participants are required to appear by Zoom and must comply with the *Notice of Temporary Modification of Procedures Before the Honorable Jeffery A. Deller For Matters Scheduled On or After January 1, 2021* ("Judge Deller's Zoom Procedures"), which can be found on the Court's website at <http://www.pawb.uscourts.gov/content/judge-jeffery-deller>. Persons without video conferencing capabilities must immediately contact Chambers staff at (412) 644-4710 to make alternative arrangements. Absent emergency circumstances, such arrangements must be made no later than three (3) business days prior to the hearing.

Only a Qualified Bidder that submitted a timely Qualified Bid and the designated Stalking Horse Bidder shall be entitled to make bids at the Auction.

On or before February 22, 2021, the Debtor will share with all Qualified Bidders the highest and best bid received at the Bid Deadline for the assets on which such Qualified Bidders have made a Qualified Bid (each, a "*Baseline Bid*"). Qualified Bidders will be permitted to revise, increase, and/or enhance their bids at the Auction based upon the terms of the Baseline Bid.

The Auction will be conducted in rounds and in any order the Court determines. At the end of every round, the Debtor shall declare the highest and best bid or bids at that time for the Debtor's Assets. Each Qualified Bidder shall have the right to continue to improve its respective bid at the Auction. The bidding increments shall be the Stalking Horse Bid plus \$100,000 (the "*Initial Overbid*"). Thereafter, a Qualified Bidder may increase its Qualified Bid in any manner that it deems fit; provided however, that each subsequent bid above the Initial Overbid (each, a "*Subsequent Overbid*") must have a purchase price that exceeds the purchase price of the previous highest bid by at least \$50,000 of additional consideration in terms of net value to the Debtor for the Debtor's Assets.

The Initial Overbid and Subsequent Overbids must continue to meet each of the criteria of a Qualified Bid (other than the requirement that such bids be submitted by the Bid Deadline). The Debtor and the Court reserves the right to approach any Qualified Bidder and seek clarification to bids at any time.

The Auction will continue until the Debtor determines, subject to Bankruptcy Court approval, that it has received the highest and best offer for the Debtor's Assets (each, a "*Successful Bid*") and the next highest and best Qualified Bid for such assets, if any, as the next highest and best offer for such assets (each, a "*Reserve Bid*"). The Qualified Bidder submitting the Successful Bid shall be the "*Successful Bidder*" and the Qualified Bidder submitting the Reserve Bid shall be the "*Reserve Bidder*."

#### **XI. The Sale Hearing**

At the Sale Hearing, the Debtor will seek entry of an order authorizing and approving the sale to the Successful Bidder and, on a contingent basis, the Reserve Bidders. No later than **February 17, 2021**, all objections to the relief requested at the Sale Hearing shall be filed and served in the manner prescribed in the notice of the motion to approve the sale of the Debtor's Assets. The Sale Hearing may be adjourned or rescheduled from time to time.

#### **XII. Failure to Consummate Purchase**

Following the Sale Hearing, if the Successful Bidder fails to consummate the closing of the sale because of a breach or failure to perform on the part of such Successful Bidder, the Debtor will be authorized, but not required, to consummate the sale with the Reserve Bidder without further order of the Bankruptcy Court. In such instance, the defaulting Successful Bidder's deposit shall be forfeited to the Debtor. Additionally, the

Debtor shall be entitled to seek all available damages from the defaulting Successful Bidder.

### **XIII. Return of Deposit**

The deposits of the Successful Bidder shall be applied to the Successful Bidder's obligations under the Successful Bid upon closing of the transactions contemplated thereby. If a Successful Bidder fails to close the transactions contemplated by the Successful Bidder then such Successful Bidder shall forfeit its deposit.

The deposit of the Reserve Bidder shall be returned to the Reserve Bidder upon the closing of the transaction to the Successful Bidder; provided, however, that if a Successful Bidder fails to close the transaction when and as provided in the Successful Bid, then the deposit of the Reserve Bidder shall be applied to the Reserve Bidder's obligations under the Reserve Bid upon closing of the transactions contemplated thereby. If a Reserve Bidder fails to close the transactions contemplated by a Reserve Bid, then such Reserve Bidder shall forfeit its deposit.

All other deposits of Qualified Bidders who are not the Successful Bidder or the Reserve Bidder shall be returned within three (3) business days after the conclusion of the Auction. The Debtor reserves all of their rights regarding any return of deposits, and the failure by the Debtor to timely return any deposits shall not serve as a claim for breach of any Qualified Bids or create any default in favor of any Qualified Bidders.

For the sake of clarity, the Earnest Money Deposit equal to \$50,000 shall be subject to forfeiture as provided above. Any additional funds remitted into escrow prior to the Sale Hearing shall be returned to the Qualified Bidders consistent with the terms of these Bid Procedures and their respective purchase and sale agreement.

### **XIV. Modification of Bid Procedures**

The Debtor may amend any non-material terms of these Bid Procedures, in its reasonable business judgment, at any time in any manner that will best promote the goals of the bidding process, including but not limited to extending or modifying any of the dates described herein.

#### **STONECIPHER LAW FIRM**

Dated: January 26, 2021

/s/ Jeanne Lofgren  
George T. Snyder, Esq. PA ID. 53525  
Jeanne S. Lofgren, Esq. PA ID. 89078  
125 First Avenue  
Pittsburgh, PA 15222  
(412) 391-8510 phone  
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*Attorneys for Debtor-in-Possession*

**Applicant's Joint  
Exhibit 7**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:	)	
	)	
TRUSTEES OF CONNEAUT LAKE PARK, INC.,	)	Bankruptcy Case No. 14-11277-JAD
	)	
Reorganized Debtor.	)	Chapter 11
	)	
	)	
TRUSTEES OF CONNEAUT LAKE PARK, INC.,	)	Document No. _____
	)	
Movant,	)	Relates to Doc. Nos. 648 & 653
	)	
v.	)	
	)	<u>Hearing Date &amp; Time:</u>
CONNEAUT LAKE JOINT MUNICIPAL AUTHORITY, DONALD G. KALTENBAUGH, JOSEPH J. PRISCHAK AND ISABEL J. PRISCHAK, MERCER COUNTY STATE BANK, QUINN, BUSECK, LEMHUIS, TOOHEY & KROTO, U.S. FOODSERVICE, ECONOMIC PROGRESS ALLIANCE OF CRAWFORD COUNTY, NORTHWEST PENNSYLVANIA REGIONAL PLANNING AND DEVELOPMENT COMMISSION, THE COMMONWEALTH OF PENNSYLVANIA, AND ALL UNNAMED HOLDERS OF LIENS, CLAIMS, OR ENCUMBRANCES,	)	March 2, 2021 at 10:00 a.m. via ZOOM
	)	
	)	<u>Responses Due:</u>
	)	February 17, 2021
	)	
Respondents.	)	

**CERTIFICATE OF SERVICE**

The undersigned does hereby certify that, on **January 26, 2021**, I caused the *Notice of Bid Procedures, Auction Date and Sale Hearing* to be served on the parties and in the manner listed below:

**Via U.S. Mail and/or Email (as indicated)**

**The U.S. Trustee's Office; Parties Asserting Liens or Interests in the Debtor's Assets; The Attorney General for the Commonwealth of Pennsylvania; the Stocking Horse Bidder and its Counsel; all known notice parties or counterparties to contracts and leases that may be assigned; all entities known to have expressed an interest in bidding on the Debtor's assets; and all other parties that filed a notice of appearance and request for service of papers in the Debtor's bankruptcy case not previously listed below.**

<p>Joseph J. &amp; Isabel J. Prischak c/o Nicholas Pagliari MacDonald, Illig, Jones &amp; Britton, LLP 100 State Street, Suite 700 Erie, PA 16507 Email: npagliari@mijb.com</p> <p><i>Via U.S. MAIL &amp; Email</i></p>	<p>Conneaut Lake Joint Municipal Authority P.O. Box 277 Conneaut Lake, PA 16316 conneaut@zoominternet.net</p> <p><i>Via U.S. MAIL &amp; Email</i></p>	<p>US Foodservice Burns Avenue &amp; Cann Altoona, PA 16601</p> <p><i>Via U.S. MAIL</i></p>
<p>Quinn, Buseck, Lemhuis, Toohey &amp; Kroto 2222 West Grandview Blvd. Erie, PA 16506 Email: <a href="mailto:MKruszewski@Quinnlaw.com">MKruszewski@Quinnlaw.com</a></p> <p><i>Via U.S. MAIL &amp; Email</i></p>	<p>Donald G. Kaltenbaugh 113 Beacon Hill Drive Cranberry Twp, PA 16066</p> <p><i>Via U.S. MAIL</i></p>	<p>Economic Progress Alliance Of Crawford County 789 Bessemer Street Meadville, PA 16335 Email: <a href="mailto:jbecker@epacc.net">jbecker@epacc.net</a></p> <p><i>Via U.S. MAIL &amp; Email</i></p>
<p>Keldon Holdings, LLC 713 Broad Acres Rd. Penn Valley, PA 19072 Attn: Todd Joseph <a href="mailto:tjosephproperties@hotmail.com">tjosephproperties@hotmail.com</a></p> <p><i>Via U.S. MAIL &amp; Email</i></p>	<p>Mercer County State Bank 16411 Conneaut Lake Road Meadville, PA 16335 <a href="mailto:m4fel@mcsbank.net">m4fel@mcsbank.net</a></p> <p><i>Via U.S. MAIL &amp; Email</i></p>	<p>Northwest Planning Commission 395 Seneca Street Oil City, PA 16301 Attn: Jill Foys Email: <a href="mailto:jillf@northwestpa.org">jillf@northwestpa.org</a></p> <p><i>Via U.S. MAIL &amp; Email</i></p>
<p>COMMONWEALTH OF PA UCTS DEPARTMENT OF LABOR AND INDUSTRY 651 BOAS STREET, RM 925 HARRISBURG, PA 17121</p> <p><i>Via U.S. MAIL</i></p>	<p>US Foods, INC. c/o Bryan Cave LLP 161 N. Clark Street Suite 4300 Chicago, IL 60601</p> <p><i>Via U.S. MAIL</i></p>	<p>Russell R. Johnson, III 2258 Wheatlands Drive Manakin-Sabot, VA 23103</p> <p><i>Via U.S. MAIL</i></p>

<p>Peter E. Meltzer, Partner Weber Gallagher 2000 Market Street, Suite 1300 Philadelphia, PA 19103 pmeltzer@wglaw.com</p> <p><i>Via U.S. MAIL &amp; Email</i></p>	<p>Gene J. Herne, Esquire Office of Attorney General Commonwealth of Pennsylvania 564 Forbes Avenue Pittsburgh, PA 15219 <a href="mailto:eherne@attorneygeneral.gov">eherne@attorneygeneral.gov</a></p> <p><i>Via U.S. Mail &amp; Email</i></p>	<p>Guy C. Fustine, Esquire Knox McLaughlin Gornall &amp; Sennett, P.C. 120 West Tenth Street Erie, PA 16501 <a href="mailto:gfustine@kmgslaw.com">gfustine@kmgslaw.com</a></p> <p><i>Via U.S. Mail &amp; Email</i></p>
<p>Angela N. Erde, Esquire Assistant Counsel Northwest Regional Counsel 230 Chestnut Street Meadville, PA 16335-3481 E-mail: <a href="mailto:aerde@pa.gov">aerde@pa.gov</a></p> <p><i>Via U.S. Mail &amp; Email</i></p>	<p>Park Restoration c/o John F. Mizner 311 West Sixth Street Erie, Pennsylvania 16507 <a href="mailto:jfm@miznerfirm.com">jfm@miznerfirm.com</a></p> <p><i>Via U.S. Mail &amp; Email</i></p>	<p>Joseph S. Sisca, Esquire Office of the United States Trustee Liberty Center. 1001 Liberty Avenue, Suite 970 Pittsburgh, PA 15222 <a href="mailto:joseph.s.sisca@usdoj.gov">joseph.s.sisca@usdoj.gov</a></p> <p><i>Via U.S. Mail &amp; Email</i></p>
<p>The Pennsylvania Public Utility Commission Public Utility Commission 400 North Street Keystone Bldg. Harrisburg, PA 17120</p> <p><i>Via U.S. Mail</i></p>	<p>Keystone Water Systems LLC 2405 Georgetown Road Sandy Lake, PA 16145 Attn: Christopher R. Greenberg</p> <p><i>Via U.S. Mail</i></p>	<p>PA Department of Agriculture Bureau of Ride &amp; Measurement Standards 2301 N. Cameron Street Harrisburg, PA 17110-9408 Attn: Walter Remmert, Director</p> <p><i>Via U.S. Mail</i></p>
<p>D Three, LLC Best Lockers, LLC 200 W. Sand Lake Road Suite 800 Orlando, FL 32809 Attn: CFO</p> <p><i>Via U.S. Mail</i></p>	<p>John and Kimberly J. Sauer 1706 Sturbridge Drive Sewickley, PA 15143</p> <p><i>Via U.S. Mail</i></p>	<p>Mid America Events, Ltd. 104 N. Crandon Avenue P.O. Box 505 Niles, OH 44446</p> <p><i>Via U.S. Mail</i></p>
<p>PA Dept. of Conservation &amp; Natural Resources Bureau of Recreation &amp; Conservation P.O. Box 8475 400 Market Street Harrisburg, PA 17105-8475 Attn: Beth Helterbran</p> <p><i>Via U.S. Mail</i></p>	<p>John and Eileen Bertera 12263 Center Street Conneaut Lake Park, PA 16316</p> <p><i>Via U.S. Mail</i></p>	<p>Tammy Claypoole 43 High Street New Castle, PA 16101</p> <p><i>Via U.S. Mail</i></p>

<p>Keldon Holdings, LLC  713 Broad Acres Rd.  Penn Valley/Narberth, PA  Attn: Todd Joseph  E:tjosephproperties@hotmail.com</p> <p><i>Via U.S. Mail &amp; Email</i></p>	<p>Mario DeBlasio  <u>mldeblasio@deblasioproperties.com</u></p> <p><i>Via Email Only</i></p>	<p>Joe Resnick  <u>jreznik88@aol.com</u></p> <p><i>Via Email Only</i></p>
<p>Brian Deane  deaneb831@gmail.com</p> <p><i>Via Email Only</i></p>	<p>Brian Deane  deaneb831@gmail.com</p> <p><i>Via Email Only</i></p>	<p>Passport Realty, LLC  240 West 11th Street, Ste 100  Erie, PA 16501</p> <p><i>Via U.S. Mail</i></p>
<p>Porter Consulting Engineers, P.C.  552 State Street  Meadville, PA 16335</p> <p><i>Via U.S. Mail</i></p>	<p>Faisal Delawalla  BRYAN CAVE LLP  161 N. Clark St. Suite. 4300  Chicago, Illinois 60601</p> <p><i>Via U.S. Mail</i></p>	<p>Randy Kreider  1211 Park Avenue  Meadville, PA 16335</p> <p><i>Via U.S. Mail</i></p>
<p>Gary Harris  440 High Street  Fairport Harbor, OH 44077</p> <p><i>Via U.S. Mail</i></p>		

Respectfully submitted,

**STONECIPHER LAW FIRM**

Dated: January 26, 2021

/s/ Jeanne S. Lofgren  
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*Attorneys for Debtor*

**Applicant's Joint  
Exhibit 8**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE: )  
 )  
 TRUSTEES OF CONNEAUT LAKE PARK, )  
 INC., )  
 )  
 Reorganized Debtor. )  
 )  
 TRUSTEES OF CONNEAUT LAKE PARK, )  
 INC., )  
 )  
 Movant, )  
 )  
 v. )  
 )  
 CONNEAUT LAKE JOINT MUNICIPAL )  
 AUTHORITY, DONALD G. )  
 KALTENBAUGH, JOSEPH J. PRISCHAK )  
 AND ISABEL J. PRISCHAK, MERCER )  
 COUNTY STATE BANK, QUINN, )  
 BUSECK, LEMHUIS, TOOHEY & KROTO, )  
 U.S. FOODSERVICE, ECONOMIC )  
 COUNTY, NORTHWEST PENNSYLVANIA )  
 REGIONAL PLANNING AND )  
 DEVELOPMENT COMMISSION, THE )  
 COMMONWEALTH OF PENNSYLVANIA, )  
 AND ALL UNNAMED HOLDERS OF )  
 LIENS, CLAIMS, OR ENCUMBRANCES, )  
 )  
 Respondents. )

**DEBTOR'S MOTION FOR ENTRY OF AN ORDER APPROVING THE SALE OF  
SUBSTANTIALLY ALL ITS ASSETS FREE AND CLEAR OF  
ALL LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS**

Trustees of Conneaut Lake Park, Inc., the above-captioned reorganized Debtor (the "Debtor"), by and through its undersigned counsel, hereby files this Motion (the "Sale Motion") for Entry of an Order (the "Sale Order") Approving the Sale (the "Sale") of Substantially all the

*Debtor's Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests* and in support thereof states as follows:

**I. JURISDICTION AND VENUE**

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409. Additionally, the Debtor's confirmed chapter 11 Plan of reorganization provides for the retention of the Bankruptcy Court's jurisdiction over sales of the Debtor's Assets to fund the Debtor's obligations under the Plan. See Plan, Document No. 427, § 11.01(h), p. 22.

2. The statutory basis for the relief requested herein are sections 105(a) and 363 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure, and Rules 6004-1 and 9013-3(c) of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Western District of Pennsylvania.

**II. BACKGROUND**

3. On December 4, 2014 (the "Petition Date"), the Debtor commenced its reorganization case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

4. The Debtor is a Pennsylvania non-profit corporation organized in 1997 and having the corporate purpose, among other things, to preserve and maintain Conneaut Lake Park, a vintage amusement park (the "Park"), for historical, cultural, social and recreational, and civic purposes for the benefit of the community and the general public. The Debtor presently holds in trust for the use of the general public certain real property and the improvements thereon (the "Real Property")

located in Crawford County, Pennsylvania. Certain parcels of the Real Property are unnecessary for the operation of the Park or for the Debtor to realize the charitable purposes for which the Real Property was put into trust (each such parcel is referred to as a “*Noncore Parcel*” and collectively, the “*Noncore Parcels*”).

5. On September 6, 2016 this Court entered a final order approving the Disclosure Statement and confirming the Debtor’s Joint Amended Plan of Reorganization (the “*Plan*”) dated July 28, 2016 finding that the Plan is in the best interests of the Debtor’s estate, its creditors, and all other parties in interest and that it complies with all applicable provisions of the Bankruptcy Code, Section 1129(a) and (b) with respect to all Classes of Claims and Interests under the Plan, and as required by Bankruptcy Rule 3016(a). *See* Doc no. 442. (“*Confirmation Order*”).

6. Since entry of the Confirmation Order through March 2020, the Debtor has made all quarterly payments due under the Plan and has sold several Noncore Parcels, distributing the payments in full satisfaction of, *inter alia*, the tax liens against the Real Property. The Debtor has been open to the possibility of selling Hotel Conneaut as a means of funding the balloon payment due in 2024 to pay the outstanding balance owed to holders of Allowed Non-Tax Secured Claims. While some offers have been made for the Hotel, the purchase price offered has been insufficient to satisfy the Allowed Non-Tax Secured Claims.

7. With the onset of COVID-19, the Debtor made the hard decision not to open the Park for the 2020 operating season. The Debtor lacks sufficient capital to make the improvements necessary to comply with applicable regulations and guidelines to safely reopen and operate the Park during the pandemic. This lack of operating revenue from 2020 Park operations has been devastating for the Debtor. It has defaulted on its quarterly payments due under the Plan.

8. With the pandemic continuing through 2021, it is not feasible for the Debtor to reopen and operate the Park for the 2021 season or to cure the present defaults under its Plan without a sale of substantially all of its assets.

9. Based upon the foregoing, the Debtor considered its alternatives and how best to preserve the Park and the charitable purpose of its property for the benefit of its creditors and the public. The alternatives to selling substantially all of the Debtor’s assets to a buyer willing to accept them subject with the public use restriction are a foreclosure by the holders of the remaining Allowed Non-Tax Secured Claims or proceeding under a Chapter 7 case. The Debtor anticipates that far less value is likely to be generated for creditors under the alternative scenarios and the public access to the assets is less likely to continue.

10. On January 21, 2021, to set parameters for a fair, orderly and productive sale process, the Debtor filed its *Expedited Motion Of Debtor For An Order (A) Designating A Stalking Horse Bidder For The Purchase Of All Of The Debtor’s Assets; (B) Approving Bid Protections In Connection With Such Designation; (C) Approving The Bid Procedures For The Sale Of Substantially All Of The Debtor’s Assets; (D) Scheduling A Hearing For Auction And Approval Of The Sale Of The Assets Free And Clear Of Liens To The Successful Bidder; (E) Approving Certain Deadlines And The Form, Manner, And Sufficiency Of Notices, And (F) Granting Related Relief* (the “*Bid Procedures Motion*”) (Document No. 648).<sup>1</sup>

11. By Order of Court dated January 26, 2021, and entered at Document No. 653 (the “*Bid Procedures Order*”), the Court granted the relief requested in the Bid Procedures Motion.

<sup>1</sup> Capitalized terms not otherwise defined in this Sale Motion shall have the meaning given to them in the Bid Procedures Motion or the Debtor’s confirmed Joint Chapter 11 Plan of Reorganization Dated July 28, 2016 at Document No. 427, as applicable.

12. The Bid Procedures Motion contemplates the filing of this Sale Motion on or before February 1, 2021 pursuant to which the Debtor would seek an Order of Court authorizing the sale of the Debtor's Assets to the Successful Bidder free and clear of all claims and interests, but subject to the applicable charitable use restriction. The Debtor's Assets include, but are not limited to, the following categories: the Debtor's Real Property, Water System, Amusement Park, Water Park, Hotel Conneaut Property, Boat Dock System, Camperland, Contracts, Permits and Assignments, Intangible Assets and post-closing receivables.

13. The following above-captioned Respondents to this Motion have asserted liens against or interests in the Debtor's Assets, that have yet to be satisfied or divested:

- a. Conneaut Lake Joint Municipal Authority,
- b. Donald G. Kaltenbaugh,
- c. Joseph J. Prischak And Isabel J. Prischak,
- d. Mercer County State Bank,
- e. Quinn, Buseck, Lernhuis, Toohey & Kroto,
- f. U.S. Foodservice,
- g. Economic Progress Alliance Of Crawford County,
- h. Northwest Pennsylvania Regional Planning And Development Commission, and
- i. The Commonwealth Of Pennsylvania

### III. THE SALE PROCESS

#### A. The Stalking Horse Bidder

14. Pursuant to the Bid Procedures Order, the Debtor designated Kaldon Holdings, LLC as the stalking horse bidder for the Debtor's Assets (the "*Stalking Horse Bidder*") in connection

with the Purchase and Sale Agreement entered into by and between the Debtor and the Stalking Horse Bidder dated December 17, 2020 (the "*PSA*"). A true and correct copy of the *PSA* is attached hereto, incorporated herein and labeled Exhibit A.

15. Pursuant to the *PSA*, the parties, among other things, agreed to sell the Debtor's Assets to the Stalking Horse Bidder in exchange for \$1,200,000 in cash at closing (the "*Stalking Horse Bid*"), subject to higher or better bids. The Stalking Horse Bidder provided an initial, earnest money deposit equal to \$50,000.00 (the "*Earnest Deposit*") prior to executing the *PSA*, as well as a good faith additional deposit of \$450,000.00 (the "*Additional Deposit*") to be paid at least three (3) business days prior to the Auction.

#### B. Marketing Process

16. As the decision was made to sell substantially all of the Debtor's Assets towards the end of calendar year 2020, the Debtor has reached out to a number of parties who may be interested in purchasing some or all of the Debtor's Assets. Individuals or entities expressing an interest in the Debtor's Assets have been provided with an initial due diligence package via email. To the extent such individuals or entities continue to be of interest and have complied with executing a nondisclosure agreement and provided evidence of financial wherewithal, such potential bidders are provided access to or copies of the Debtor's material agreements and contracts and information for purposes of evaluating the Debtor's Assets, operations and financial performance.

17. Moreover, given the public interest in the Debtor's Assets, a number of news articles concerning the proposed sale of the Park have been published since January 21, 2021.

18. To assist the Court, and for an orderly process at the Auction, on or before February 22, 2021, the Debtor will file a notice identifying the Qualified Bidders and Qualified Bids timely

received. The Debtor will also identify the terms of the Baseline Bid that will be used to start the Auction.

19. The Auction and the Sale Hearing on March 2, 2021 at which time the Court will accept Qualified Bids for some or substantially all of the Debtor's Assets. If no Qualified Bids (other than the Stalking Horse Bid) are received timely, then there will be no Auction. The Sale Hearing, however, will move forward and the Debtor will request that the Court approve the sale of the Debtor's Assets to the Stalking Horse Bidder pursuant to the terms of the Stalking Horse PSA.

**C. The Sale**

20. The sale of substantially all of the Debtor's Assets, approval of which is sought by this Motion, shall be either to (a) the Stalking Horse Bidder pursuant to the PSA or (b) the highest and best bidder at the Auction. A successful bidder (i.e., the party or parties to whom the Debtor will seek Court approval to sell the Debtor's Assets) – whether the Stalking Horse Bidder or the highest and best bidder at the Auction (which may also be the Stalking Horse Bidder) – is referred to herein as a “*Successful Bidder*.” The Sale of the Debtor's Assets is on an AS IS, WHERE IS, basis. See Exhibit A, PSA, § 8(a).

**D. Distribution of Proceeds**

21. The Debtor estimates the costs of the Sale (the “*Costs of Sale*”) to be approximately \$100,000 to cover the transactional fees and costs incurred by the Debtor in preparing, filing and serving its Bid Procedures Motion, various Notices of Sale, the costs of Advertising, as well as bringing this Sale to Auction and then consummating the Sale to the Successful Bidder. The Costs of Sale will also include payment of the U.S. Trustee's fees. There is no commission to be paid as

part of the Sale. In the event the \$20,000.00 expense reimbursement to the Stalking Horse Bidder (the “*Breakup Fee*”) becomes payable consistent with the approved Bid Procedures, then the Costs of Sale automatically increase by \$20,000.00.

22. The Debtor is requesting payment of the Costs of Sale as a surcharge for professional fees incurred by the Debtor in connection with the sale of substantially all of the Debtor's Assets. The right of the Debtor to surcharge the Debtor's Assets for the necessary and reasonable fees and costs incurred by the Debtor in connection with the sales, including its retained professionals' fees and costs.

23. The Costs of Sale represent a fraction of the total amount due and owing to the Debtor's professionals and management. Since confirmation, the Debtor has incurred legal fees covering, among other things, the four sale proceedings brought before the Court, as well as the litany of post-confirmation litigation that played out through resolution of three (3) adversary actions, including appeals, that finally concluded in May of 2020. The Debtor submits that these services preserved the value of the Debtor's Assets for the benefit of the secured creditors by enabling the Debtor to remain an operating entity since Plan confirmation.<sup>2</sup>

24. With the present cash offer of \$1,200,000 for the sale of the Debtor's Assets, and assuming payment of \$100,000 to cover the Costs of Sale, the Sale Proceeds are insufficient to pay all secured and post confirmation claims in full. Attached hereto as **Exhibit B** is the Debtor's proposal for distribution (“*Proposed Distribution*”) of the sale proceeds (the “*Sale Proceeds*”).

<sup>2</sup> The Debtor's request to surcharge the Sale Proceeds for the Costs of Sale does not operate as a waiver of any rights or claims to further surcharge the Sale Proceeds for additional amounts, as appropriate, pursuant to a separate Motion. All such rights and claims are expressly reserved.

25. The Proposed Distribution identifies each holder of a Secured Non-Tax Claim and the Class to which such holder belongs, along with the current principal payoff amount due to each holder without interest. The Classes are organized numerically in order of lien priority such that Class 1 has first priority and Class 18 has last priority. The Proposed Distribution also identifies the holders of post-confirmation unsecured claims and the amount of their respective claims.

26. The Debtor's Proposed Distribution provides for approximately 60% recovery to holders of such claims. In the event there is competitive bidding at the Auction, the dividend payable to creditors would increase.

27. The Debtor submits that the Proposed Distribution is fair and equitable and recognizes that the value obtained for the benefit of the secured creditors was made possible because of the willingness of the Debtor's professionals to represent the Debtor through its post-confirmation litigation and the Debtor's management (a) to back-stop funding needs during the Debtor's bankruptcy case; (b) make loan advances on a post-confirmation basis; and (c) oversee the Debtor's post-confirmation operations that demonstrated double-digit growth.

28. Although the Debtor's Plan contemplated the partial liquidation of assets, as needed, with additional payments to be made out of future operations, nothing in the Plan precluded the Debtor from proposing a sale of substantially all of its assets. Given the impact of COVID 19, following this Sale, there will be no assets or operations remaining from which the Debtor can make any further distributions to creditors. Consequently, the Debtor submits that the Proposed Distribution represents an equitable sharing of the Sale Proceeds.

29. The Debtor understands that consent from certain holders of the Secured Non-Tax Claims may be required in order to make the Proposed Distribution on a pro rata basis. The Debtor

has been in discussions with the appointed representative of the holders of Secured Non-Tax Claims, as well as with counsel for the holders of the Secured Non-Tax Claims who would otherwise be paid in full under if the sale proceeds were distributed in accordance with lien priority. As of the filing of this Sale Motion, the Debtor has not obtained that consent and the parties are still in discussions.

30. Regardless of how the Sale Proceeds are ultimately distributed, the Debtor recognizes that the Sale should move forward and requests that the Court conduct the Auction and enter an Order approving the sale to the Successful Bidder, leaving the Sale Proceeds in escrow to be distributed pursuant to a subsequent Order of Court.

#### IV. RELIEF REQUESTED

31. The Debtor seeks entry of an Order approving and authorizing the Sale of the Subject Property free and clear of all interests.

#### V. BASIS FOR RELIEF

##### A. Sale of Assets Outside the Ordinary Course of Business

32. Bankruptcy Code Section 363(b) provides that a "trustee, after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b).

33. Courts have authorized debtors to sell their assets where a "sound business purpose" exists for the sale. See e.g. *In re Montgomery Ward Holdings Corp.*, 242 B.R. 147, 153 (D. Del. 1999); *In re Delaware & Hudson Ry. Co.*, 124 B.R. 169, 176 (D. Del. 1991); *In re Martin*, 91 F.3d 389, 395 (3d Cir. 1996); *In re Abbott's Dairies of Pennsylvania, Inc.*, 788 F.2d 143 (3d Cir. 1986); see also *In re Lionel Corp.*, 722 F.2d 1063, 1069 (2d Cir. 1983) ("Section 363(b) of the Code seems

on its face to confer upon the bankruptcy judge virtually unfettered discretion to authorize the use, sale, or lease, other than in the ordinary course of business, of property of the estate.”); *In re Frezzo*, 217 B.R. 985, 989 (Bankr. E.D. Pa. 1998) (“In determining whether to approve a proposed sale under section 363, courts generally apply standards that, although stated various ways, represent essentially a business judgment test.”).

34. Once a debtor articulates a valid business justification for a sale outside of the ordinary course of business, the business rules dictate that the Court should not second-guess the debtor’s business judgment. The business judgment rule “is a presumption that in making a business decision the directors ... acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the corporation.” *Brehm v. Eisner*, 746 A.2d 244, 264, n. 66 (Del. 2000) (quoting *Aronson v. Lewis*, 473 A.2d 805, 821 (Del. 1984); *In re Tower Air, Inc.*, 416 F.3d 229, 238 (3d Cir. 2005);  *HOLDERS of Tectonic Network, Inc. v. Wolford*, 554 F. Supp.2d 538, 555 n.111 (D. Del. 2008); *Continuing Creditors’ Comm. Of Star Telecomm., Inc. v. Edgcomb*, 385 F.Supp.2d 449, 462 (D. Del. 2004); see also *In re Johns-Manville Corp.*, 60 B.R. 612, 615-16 (Bankr. S.D. N.Y. 1986) (“a presumption of reasonableness attaches to a debtor’s management decisions.”).

35. Here, there is sound business justification for selling the Debtor’s Assets. The Debtor lacks the financial capacity to make the immediate investment necessary to comply with applicable CDC guidelines and open the Park for the 2021 operating season. Given the loss of operating revenues in 2020, the Debtor has already defaulted on its Plan obligations and the inability to reopen the Park for 2021 leaves the Debtor with little choice but to sell the Assets as proposed herein or otherwise liquidate and dispose of the Assets. The proposed Sale represents the

best offer received to date for the purchase of the Debtor’s Assets. Additionally, regardless of how the Sale Proceeds are ultimately distributed, the Sale maximizes the value of the Debtor’s Assets for benefit of the Debtor’s creditors. Finally, this sale is pursuant to the Debtor’s Plan and the Confirmation Order, and as such, will be exempt from all realty transfer taxes pursuant to § 1146(a).

36. The Sale of the Debtor’s Assets will be subject to better and higher offers at the Sale Hearing. Consequently, the purchase price for the Debtor’s Assets will constitute fair and reasonable consideration received by the Debtor as established by the market and auction process. Finally, notice of the Bid Procedures, Auction Date and Sale Hearing consistent with the Bid Procedures Order has already been provided.

**B. Sale Free and Clear of All Interests**

37. Section 363(f) of the Bankruptcy Code permits a Debtor to sell assets free and clear of all liens, claims, interests, charges and encumbrances (with any such liens, claims, interests, charges, and encumbrances attaching to the net proceeds of the sale with the same rights and priorities therein as held in the asset). Specifically, section 363(f) states:

The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if –

- (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on the property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

38. Section 363(f) is stated in the disjunctive. Accordingly, it is only necessary to satisfy one of the five basis to sell property of the estate free and clear of all interests under Section 363(f). *In re Kellstrom Indus., Inc.*, 282 B.R. 787, 793 (Bankr. D. Del. 2002); *Citicorp Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345 (E.D. Pa. 1988).

39. Here the Debtor relies upon Sections 363(f)(1), (2) and (5) as the bases upon which the Debtor may sell the Debtor's Assets free and clear of all interests and utilize the proceeds in the manner set forth herein.

40. While Section 363(f)(1) permits the Debtor to surcharge collateral, the Debtor understands that consent from the holders of the Secured Non-Tax Claims may be required in order to make the Proposed Distribution on a *pro rata* basis. The Debtor has been in discussions with the appointed representative of the holders of Secured Non-Tax Claims. As of the filing of this Sale Motion, the Debtor has not obtained that consent and the parties are still in discussions. To the extent consent is not obtained prior to the Sale Hearing, the Debtor proposes that any bona fide allowed Interests shall attach to the Sale proceeds with the same force, validity, effect, priority and enforceability as such Interests had in the Debtor's Assets prior to the Sale.

41. Section 363(f)(5) does not require actual payment in satisfaction of the interest; rather, it requires that "the interest in question be subject to final satisfaction on a hypothetical basis ..." *In re Healthco Int'l, Inc.*, 174 B.R. 174, 176 (Bankr. D. Mass 1994) (approving sale where lien could be subject to cramdown under Section 1129(b)(2)(A); *see also In re Trans World Airlines, Inc.*, 322 F.3d 283, 290-91 (3d Cir. 2003) (affirming sale under Section 363(f)(5) on the basis that claim holders would receive liquidation value of their claims if the case converted to Chapter 7); *see also In re Jolan, Inc.*, 403 B.R. 866, 870 (Bankr. W.D. Wash. 2009) (approving

sale pursuant to 363(f)(5) where monetary satisfaction could be compelled in a receivership or foreclosure proceeding, among others); *see also In re Grand Slam U.S.A., Inc.*, 178 B.R. 460, 464 (E.D. Mich. 1995) (stating a sale pursuant to 363(f)(5) can be approved by operation of Sections 1129(b)(2) or 724(b)(2)).

42. To the extent necessary, the proposed distribution of the proceeds from the Sale would comport with applicable priority scheme in the Bankruptcy Code in either a hypothetical Chapter 7 liquidation or Chapter 11 cramdown. The balance of the Sale Proceeds following all applicable Costs of Sale, including any authorized fees and expenses chargeable to the Debtor's Assets pursuant to 11 U.S.C. § 506(c), would be remitted to the holder of the highest lien priority and secured claim in the Subject Property. No other holder of an Interest would receive a distribution under the proposed Sale unless and until the holder of the senior Secured Non-Tax Claim is paid in full or has agreed to accept less than payment in full.

43. Based upon the foregoing, in the event the holders of certain Secured Non-Tax Claims will not consent to the Proposed Distribution, an alternative, waterfall distribution of the Sale Proceeds in accordance with applicable nonbankruptcy law lien priority allows the Court to approve the Sale of the Debtor's Assets free and clear of all liens and interests because holders of the Secured Non-Tax Claims would receive what they would be entitled to receive in a state court liquidation or receivership of the Debtor's Assets.

44. The Debtor accordingly requests authority to convey the Debtor's Assets to the Successful Bidder, free and clear of all liens, claims and interests under the express terms of a Successful Bidder's purchase and sale agreement, with such liens, claims and interests to attach to the Sale Proceeds, with the same validity, extent, priority, and perfection as existed immediately

prior to the Sale, subject to (a) the terms of the Successful Bidder's purchase and sale agreement; (b) the proposed Sale Order; (c) the charitable use restriction; and (d) the right of the Debtor to surcharge the Debtor's Assets for the necessary and reasonable fees and costs incurred by the Debtor in connection with the sales, including its retained professionals' fees and costs, and the preservation of the Debtor's Assets. See 11 U.S.C. § 506(c);<sup>3</sup> see also *In re Mall at One Assocs., L.P.*, 185 B.R. 981, 992 (Bankr. E.D. Pa. 1995) (stating that professional fees incurred in the marketing, sale and auction of a debtor's assets "have been recognized as a classic example of expenses generally recoverable pursuant to Section 506(c)"); see also *In re Visual Industries, Inc.*, 57 F.3d, 321, 325 (3d Cir. 1995).

45. Finally, the Debtor submits that the sales should not expose the Successful Bidder to any liability as a successor of the Debtor or its estate. Courts have also consistently held that a buyer of a debtor's assets pursuant to a Bankruptcy Code section 363 sale takes free and clear from successor liability relating to the debtor's business. See, e.g., *In re Trans World Airlines, Inc.*, 322 F.3d 283, 288-90 (3d Cir. 2003) (sale of assets pursuant to section 363(f) barred successor liability claims for employment discrimination and rights under travel voucher program); *In re Leckie Smokeless Coal Co.*, 99 F.3d at 585 (affirming the sale of debtors' assets free and clear of certain taxes); *In re Insilco Techs., Inc.*, 351 B.R. 313, 322 (Bankr. D. Del. 2006) (stating that a 363 sale permits a buyer to take ownership of property without concern that a creditor will file suit based

<sup>3</sup> 11 U.S.C. § 506(c) provides:

The trustee may recover from property securing an allowed secured claim the reasonable, necessary costs and expenses of preserving, or disposing of, such property to the extent of any benefit to the holders of such claim, including the payment of all ad valorem property taxes with respect to the property.

11 U.S.C. § 506(c) (emphasis added).

on a successor liability theory). see also *In re Chrysler LLC*, 405 B.R. 84, 111 (Bankr. S.D.N.Y. 2009) ("[I]n personam claims, including any potential state successor or transferee liability claims against New Chrysler, as well as in rem interests, are encompassed by section 363(f) and are therefore extinguished by the Sale Transaction.").

46. Accordingly, the Court should approve the sale of the Assets to the Successful Bidder free and clear of Interests under section 363(f) of the Bankruptcy Code, and all potential claimants should be compelled to look exclusively to the Sale Proceeds for satisfaction of their claims. Nothing in this Motion or the Sale, however, seeks to divest the charitable use restriction as it exists and applies to the Debtor's Assets.

**C. The Successful Bidder Should Be Entitled to the Protections of Section 363(m).**

47. Pursuant to section 363(m) of the Bankruptcy Code, "a 'good faith purchaser' is generally one who purchases assets for value, in good faith, and without knowledge of adverse claims." *In re Abbott's Dairies of Pennsylvania, Inc.*, 788 F.2d at 147; *In re Youngstown Steel Tank Co.*, 27 B.R. 596, 598 (W.D. Pa. 1983). Judicial inquiry regarding "good faith" in the context of section 363(m) of the Bankruptcy Code focuses on the integrity of the purchaser's conduct during the course of the sale proceedings. *Id.* at 147.

48. Here, the Stalking Horse PSA was negotiated at arms' length, the deposit due under the Sale Agreement has been tendered, and the Sale is subject to higher and better offers at the Sale Hearing. Accordingly, the Order approving the Sale contains a finding that the Purchaser is a "good faith" purchaser within the meaning of 11 U.S.C. § 363(m).

**Waiver of Rules 6004 and 6006**

49. Bankruptcy Rule 6004(f) provides that “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” FED. R. BANKR. P. 6004(f). Similarly, Bankruptcy Rule 6006(d) provides that “[a]n order authorizing the [debtor] to assign an executory contract or unexpired . . . is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” FED. R. BANKR. P. 6006(d).

50. Notwithstanding the possible applicability of Bankruptcy Rules 6004 and 6006 or otherwise, the Debtor requests the relief sought by this Motion be immediately effective and enforceable upon entry of the order requested hereby. In order to allow the immediate realization of value for the Debtor’s Assets and to enhance the ability of the Successful Bidder to open Commeau Lake Park for the 2021 season, the Debtor requests that any order granting this Motion be effective immediately and not subject to the 14-day stay imposed by Bankruptcy Rules 6004(f) and 6006(d).

**Notice**

51. Notice of this Motion has been served on the following parties or, in lieu thereof, on their counsel, if known: (a) the United States Trustee for the Western District of Pennsylvania; (b) all parties known to be asserting a lien on any of the Debtor’s Assets; (c) The Office of the Attorney General for the Commonwealth of Pennsylvania, Charitable Trusts and Organizations Section (Attn: Eugene Herme, Esquire); (d) all known counterparties to contracts and leases that may be assigned; (e) all entities known to have expressed an interest in bidding on the Debtor’s assets; and (f) all other parties that filed a notice of appearance and request for service of papers in

the Debtor’s bankruptcy case under Bankruptcy Rule 9010(b). In light of the nature of the relief requested herein, the Debtor submits that no other or further notice need be given.

**No Prior Request**

52. No prior request for the relief sought herein has been made to this Court or any other court.

WHEREFORE, the Debtor requests that the Court enter an order: (i) authorizing the sale of the Debtor’s Assets to the Successful Bidder pursuant to the terms of the purchase and sale agreement entered into between the Debtor and the Successful Bidder, free and clear of all interest; and (ii) granting such other and further relief as is just and proper.

Date: February 1, 2021

**STONECIPHER LAW FIRM**

/s/ Jeanne Lofgren  
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*Counsel to the Debtor*

**Exhibit A**  
**Stalking Horse Purchase & Sale Agreement**

**PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the Effective Date by and between the Trustees of **Conneaut Lake, Inc.**, a Pennsylvania Nonprofit Corporation ("**Seller**"), and **Keldon Holdings, LLC**, a Pennsylvania Limited Liability Company ("**Purchaser**"). Each of Purchaser and Seller is sometimes hereinafter referred to individually as a "**Party**" and together as the "**Parties**."

**BACKGROUND**

Seller is the owner of certain real Property located in Sadsbury and Summit Townships in Crawford County, Pennsylvania, as depicted in the drawing attached as Exhibit "A" attached hereto and incorporated herein and as more particularly described in a deed dated September 15, 1997 and filed in the Crawford County Recorder's Office at Instrument No. 9700010144 and a deed dated August 1, 1997 and filed in the Crawford County Recorder's Office at Record Book 355, Page 911 (collectively, the "**Deed**"), less any out sales (the "**Property**"). Seller owns and operates on the Property a vintage amusement park, a water park, a camper rental area, a boat marina, and a water supply company (collectively, the "**Business**"). In addition, the Seller owns the Hotel Conneaut (the "**Hotel**") which is operated by a third party pursuant to the Hotel Conneaut Lease Agreement dated January 1, 2016 and its extensions (the "**Hotel Lease**") as attached hereto as Exhibit "B". In the operation of the Business, the Seller utilizes certain tangible property, intangible property, agreements and permits as further defined herein (collectively, the "**Business Assets**").

Pursuant to the terms and conditions set forth herein, the Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller, the Property, the Business Assets, the Hotel, and its rights to the Hotel Lease.

NOW, THEREFORE, in consideration of the covenants, agreements, and promises herein contained, and in consideration of the payment of the Earnest Money, the parties hereto do hereby covenant and agree as follows:

- 1. Purchase and Sale.** Seller agrees to sell, transfer, assign and convey to Purchaser, and Purchaser agrees to purchase, accept and assume, subject to the terms and conditions stated herein, all of Seller's right, title and interest in and to the Property, the Business Assets, the Hotel, and the rights to the Hotel Lease.
- 2. Purchase Price and Earnest Money.** The "Purchase Price" of the Property, the Business Assets, the Hotel, and the rights to the Hotel Lease shall be One Million Two Hundred Thousand Dollars (\$1,200,000.00), to be paid to Seller at Closing, subject to adjustment as set forth herein. No later than three (3) Business Days following the Effective Date, Purchaser shall deposit with Shafer Law Firm, P.C. ("**Escrow Agent**"), the sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) via certified funds or wire transfer (the "**Earnest Money**"), which Earnest Money shall be credited to the Purchase Price at Closing or otherwise distributed pursuant to this Agreement and any escrow agreement required by Escrow Agent and reasonably satisfactory to Seller.

In addition, Purchaser shall deposit with the Escrow Agent, on or before three (3) business days prior to the hearing for the approval of this transaction with the U.S. Bankruptcy Court for the Western District of Pennsylvania (as more particularly described in Paragraph 4(d) below) the sum of FOUR HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00) via certified funds or wire transfer (the "Additional Earnest Money") to the Escrow Agent's account, which Additional Earnest Money shall be credited to the Purchase Price at Closing or otherwise distributed pursuant to this Agreement and any escrow agreement required by Escrow Agent and reasonably satisfactory to Seller.

3. Condition of Title/Confidentiality.

(a) Condition of Title. Title to the Property shall be conveyed by Seller to Purchaser by special warranty deed (the "Deed"), subject only to real estate taxes and assessments, both general and special, which are a lien but not yet due and payable as of the Closing Date and to such additional exceptions noted in the Title Commitment, if any, that do not constitute "Unpermitted Encumbrances" within the meaning of Section 4(b) (collectively, the "Permitted Encumbrances"); provided, however, that current real estate taxes and assessments that are a lien but not yet due and payable, and any matters that are the direct result of actions of Purchaser or its agents, representatives or assigns, or any matters approved in writing by Purchaser, shall be Permitted Encumbrances.

(b) Title Insurance Commitment and Survey. For a period of thirty (30) days after the Effective Date (the "Title Review Period"), Purchaser shall have the right, but not the obligation, to review the condition of title to the Property. Purchaser, at its sole cost and expense, may obtain a commitment (the "Title Commitment") for an Owner's Policy of Title Insurance to be issued for the Property by a title agent selected by Purchaser and satisfactory to Seller in its reasonable discretion. Purchaser also may obtain a survey of the Property (the "Survey") at its sole cost and expense. In the event the Title Commitment discloses exceptions to title, other than standard or general exceptions, to which Purchaser objects, Purchaser shall so notify Seller and shall deliver to Seller legible copies of all documents cited, raised as exceptions or noted in the Title Commitment (collectively, the "Title Documents"). Purchaser shall have until the end of the Title Review Period to notify Seller in writing of any such exceptions that Purchaser finds objectionable (the "Unpermitted Encumbrances"). Upon receipt of a notice of Unpermitted Encumbrances with respect to the Property from Purchaser, Seller shall have twenty (20) days to have the Unpermitted Encumbrances corrected, removed from the Title Commitment, or, if Purchaser so agrees, to have the title insurer commit to insure against loss or damage occasioned thereby. If Seller fails to have said Unpermitted Encumbrances so removed or insured over (with Purchaser's approval which shall not be unreasonably withheld or delayed) within the period allowed to Seller set forth above, then Purchaser, at Purchaser's option, may, within five (5) days thereafter, elect any one (1) of the following: (i) terminate this Agreement, in which event neither Party shall have any further liability hereunder other than for those provisions which expressly survive the termination of this Agreement; (ii) consummate the transaction contemplated herein, and take title to the Property; or (iii) extend the time period allowed to Seller to have said exceptions removed or insured over as set forth above (and to extend the scheduled Closing Date, if necessary) for a period of thirty (30) days (in which case the elections set forth in clauses (i) and (ii) above shall apply at the expiration of such five (5) day period). If Purchaser does not elect clause (i), (ii), or (iii) above within the requisite five (5) day period, Purchaser shall be deemed to

have elected clause (ii) above. A copy of the permitted title exceptions are referenced in Exhibit "C" attached hereto and incorporated herein.

(c) Confidentiality. Purchaser shall keep confidential the Confidential Information (as defined herein), whether furnished to, or obtained by, Purchaser before or after the date of this Agreement. The term "Confidential Information" includes, without limitation, all notes, analyses, compilations, studies or other documents concerning the Property, including without limitation reports, sampling data and other documents resulting from environmental assessments, whether gathered or prepared by Purchaser or others ("Due Diligence Materials"). The term "Confidential Information" does not include information that is or becomes generally available to the public other than as a result of a disclosure by Purchaser, or its affiliates, successors, employees, agents, representatives, or lenders (collectively, "Representatives") or which becomes available to Purchaser or its Representatives on a non-confidential basis from a source other than Seller, provided that the source is not violating an express or implied confidentiality agreement. The Confidential Information shall be used solely to assist Purchaser in its review of the Due Diligence Materials. Purchaser agrees not to disclose the Confidential Information to any person or entity, or to use the Confidential Information other than in connection with the review of Due Diligence Materials, without the prior written consent of Seller, which may be withheld in Seller's sole discretion. Purchaser may, however, disclose the Confidential Information to Purchaser's Representatives who require such Confidential Information on a need to know basis in connection with the review of Due Diligence Materials provided that such Representatives are required as a term of their employment to keep the Confidential Information confidential in accordance with the terms of this Section. Notwithstanding anything herein to the contrary, Purchaser shall in all instances be responsible for any breach of this Section by such Representatives. In the event that Purchaser is requested or required by any court or government authority of competent jurisdiction to disclose any Confidential Information, Purchaser shall provide prompt notice to Seller of such request so that Seller may seek an appropriate protective order or waive Purchaser's compliance with this Section. If, in the absence of a protective order or the receipt of a waiver hereunder, Purchaser is nonetheless, in the reasonable opinion of its counsel, compelled to disclose such Confidential Information or else stand liable for contempt or suffer censure or penalty, Purchaser agrees to furnish, after first giving notice to Seller, only that portion of the Confidential Information which is legally required. In the event that the underlying prospective transaction between Seller and Purchaser is terminated for any reason, Purchaser shall promptly deliver to Seller all written Confidential Information provided to, or obtained by, Purchaser and Purchaser shall not retain any copies, extracts or other reproductions in whole or part of such written Confidential Information. In that event, all documents, memoranda, notes, and other writing whatsoever prepared by Purchaser based on the Confidential Information shall be destroyed. The provisions of this Section shall survive the Closing.

(d) Notwithstanding anything to the contrary, the Purchaser acknowledges that the Property is subject to a "public use" provision as set forth in the Deed that states as follows:

In Trust, Nevertheless, for the use of the general public forever, subject, however, to the rules and regulation for the use of said land to be known as "Commeaut Lake Park", as may be made from time-to-time by the Trustees of Commeaut Lake Park, Inc., and their successors; And Further specifically, in part for use as a public

amusement park and the like, and in part for use as a public park with open parkland and the like, and in part for use of public buildings and the like, forever; And Further, in addition specifically, in part for public access to and use of Conant Lake and the lake shore, for swimming and boating and the like, forever; And Further, for other like and similar and related public purposes, all forever.

4. Closing.

(a) Time and Place. Subject to the Bankruptcy Court approval as set forth herein, the consummation of the transaction contemplated hereby (the "Closing") shall be held during normal business hours on the date that is on or before sixty (60) days after the Effective Date (the "Closing Date") or on such earlier date agreed upon by the Parties, at a location mutually agreeable to the Parties. The Parties agree that the conveyance of the Property and the tendering of the Deed as described below and the conveyance of the Business Assets shall be subject to Purchaser paying the balance of the Purchase Price due in cash or other immediately available funds at the Closing, subject to any credits and/or prorrations under this Agreement.

(b) Closing Costs. Purchaser and Seller shall split evenly the Pennsylvania and local transfer tax. Buyer shall pay all recording fees with respect to the Deed. Seller shall pay any recording fees required for remedy of the Unpermitted Encumbrances. Buyer shall pay for an owner's title insurance policy with any desired endorsements. Each party shall pay its own attorney's fees. Seller and Purchaser further agree that any closing costs not otherwise provided for herein shall be paid according to the prevailing customs for commercial property transactions in the county and the state where the Property are located.

(c) Closing Prorrations. At Closing, all items customarily prorated (with the exception of ad valorem taxes and assessments) shall be prorated between Seller and Purchaser as of 12:01 a.m. on the date of Closing based upon the actual number of days in each month and year applicable to such calculation. Neither party shall be entitled to additional funds based upon re-prorrations or adjustments after Closing. All ad valorem taxes and assessments for the year 2020 shall be paid by Purchaser.

(d) Bankruptcy Court Approval. The obligation of the Seller to convey the Property, the Business Assets, and the Hotel as set forth herein and the obligation of the Purchaser to acquire the same, is contingent upon the this transaction receiving approval from the U.S. Bankruptcy Court for the Western District of Pennsylvania in the Seller's Bankruptcy case filed at Case No. 14-11277. The Purchaser is aware that a motion to approve this sale (the "Stalking Horse Motion") will be submitted to the Bankruptcy Court and said motion will be subject to a public hearing for its approval wherein third parties are permitted to bid subject to Court approved Stalking Horse Motion bidding instructions and Overbid Protection.

5. Closing Deliveries.

(a) At Closing, Seller shall deliver or cause to be delivered the following:

- (i) A special warranty deed (the "Deed");

(ii) an affidavit or certificate in compliance with Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), and any regulations promulgated thereunder, stating under penalty of perjury Seller's United States identification number and that Seller is not a "foreign person" as that term is defined in Section 1445;

(iii) a settlement statement;

(iv) the amount, if any, due from Seller to Purchaser in respect of prorrations, as provided in Section 4(c) hereof;

(v) Good Standing certificate for Seller from Pennsylvania;

(vi) No lien certificate from Pennsylvania;

(vii) Resolution authorizing sale and execution of Deed;

(viii) such other items reasonably necessary for consummating the transaction contemplated hereby;

(ix) An Order from the U.S. Bankruptcy Court for the Western District of Pennsylvania approving this transaction;

(x) Bill of Sale to the Business Assets as set forth in paragraph 16;

(xi) Assignment of Permits, Contracts and Agreements set forth in Schedule 16(g); and

(xii) Assignment of Hotel Lease.

(b) At Closing, Purchaser shall deliver the following:

(i) the Purchase Price, as adjusted by prorrations and costs as provided in this Agreement;

(ii) a settlement statement; and

(iii) such other items reasonably necessary for consummating the transaction contemplated hereby.

(c) All documents listed in Section 5(a) and Section 5(b) above must be duly and properly executed by the respective parties thereto. Unless otherwise agreed by the parties, counsel for Purchaser will draft the closing documents.

6. Representations and Warranties of Seller. Seller, in order to induce Purchaser to enter into this Agreement and to complete Closing, makes the following representations and warranties to Buyer.

(a) Seller has the full and lawful unrestricted right and power to execute, deliver, and perform its obligations under this Agreement and to complete all transactions contemplated hereunder. On the Closing Date, Seller will have obtained all consents, approvals,

and authorizations from all persons, entities, and governmental authorities required to enter into this Agreement and to consummate the transactions contemplated hereby.

(b) No proceedings or actions are pending or, to Seller's Knowledge, threatened, which do or might limit or impair any of the powers, rights, or privileges of Seller necessary to enter into and be bound by this Agreement and to consummate the transactions contemplated hereby. To Seller's Knowledge, there is no action, proceeding, or investigation pending or threatened, which questions the validity or enforceability of this Agreement, nor any document or agreement affecting Seller. "Seller's Knowledge" shall mean the actual knowledge of Seller.

(c) This Agreement is the legal, valid, and binding obligation of Seller, and is enforceable against Seller in accordance with its terms, except to the extent such enforcement may be affected by general principles of equity, or by bankruptcy and other laws affecting the rights of creditors generally; the execution and delivery of this Agreement and compliance with the terms and conditions of this Agreement by Seller, will not breach or conflict with any of the terms, conditions, or provisions of any agreement or instrument to which Seller is a party or by which Seller is bound, or constitute a default thereunder; and the authorization, execution, and delivery of this Agreement and the consummation of the transactions contemplated hereby, will not, with or without the giving of notice: Violate, conflict with, or result in the breach of any terms or provisions of, or require any notice, filing, or consent under (I) any statutes, laws, rules, or regulations of any governmental body applicable to Seller or the Business Assets; or (II) any judgment, decree, writ, injunction, order, or award of any arbitrator, court, or governmental authority binding upon Seller or the Business Assets; or (III) the organizational documents of Seller; or Conflict with, result in the breach of any terms or provisions of, require any notice or consent under, give rise to a right of termination of, or constitute a default under, any agreement or instrument or instrument of any kind to which Seller is a party or by which Seller is bound.

(d) Seller has paid all relevant taxes when due relating to it or the Business Assets.

(e) Each of the representations and warranties of Seller set forth herein shall be deemed to be made as of the Closing Date and shall survive the Closing for a period of one (1) year thereafter.

(f) Seller shall inform Purchaser of any facts, transactions, or occurrences of which it becomes aware after the date hereof that would render any of the representations and warranties contained in this Section untrue in any material respect.

(g) Non-Foreign Entity. Seller is not a "foreign person" or "foreign corporation" as those terms are defined in the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

(h) No Other Representations or Warranties. Except as expressly set forth in this Section, Seller makes no representation or warranty, express or implied, in respect of any of the Property or the liabilities or operations of Seller, or the Business Assets, or the Hotel including, without limitation, with respect to merchantability or fitness for any particular purpose, and any such other representations or warranties are hereby expressly disclaimed.

7. **Representations and Warranties of Purchaser.** Purchaser, in order to induce Seller to enter into this Agreement and to complete Closing, makes the following representations and warranties to Seller:

(a) Purchaser has the full and lawful unrestricted right and power to execute, deliver, and perform its obligations under this Agreement and to complete all transactions contemplated hereunder. On the Closing Date, Purchaser will have obtained all consents, approvals, and authorizations from all persons, entities, and governmental authorities required to enter into this Agreement and to consummate the transactions contemplated hereby.

(b) This Agreement is the legal, valid, and binding obligation of Purchaser, and is enforceable against Purchaser in accordance with its terms, except to the extent such enforcement may be affected by general principles of equity, or by bankruptcy and other laws affecting the rights of creditors generally; the execution and delivery of this Agreement and compliance with the terms and conditions of this Agreement by Purchaser, will not breach or conflict with any of the terms, conditions, or provisions of any agreement or instrument to which Purchaser is a party or by which Purchaser is bound, or constitute a default thereunder; and the authorization, execution, and delivery of this Agreement and the consummation of the transactions contemplated hereby, will not, with or without the giving of notice:

(c) Each of the representations and warranties of Purchaser set forth herein shall be deemed to be made as of the Closing Date and shall survive the Closing for a period of one (1) year thereafter.

(d) Purchaser shall inform Seller of any facts, transactions, or occurrences of which it becomes aware after the date hereof that would render any of the representations and warranties contained in this Section untrue in any material respect.

(e) Non-Contravention. The execution and delivery of this Agreement by Purchaser and the consummation by Purchaser of the transactions contemplated hereby will not (i) violate any judgment, order, injunction, decree, regulation or ruling of any court or Governmental Entity or (ii) conflict with, result in a breach of, or constitute a default under the organic documents of Purchaser, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which Purchaser is a party or by which it is bound.

(f) Consents. No consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the execution and delivery of this Agreement by Purchaser or the performance by Purchaser of the transactions contemplated hereby.

#### 8. Disclaimer of Warranties; Release.

(a) Except as otherwise expressly set forth in this Agreement, Seller specifically disclaims any warranty (whether oral or written) concerning (i) the nature and condition of the Property, the Business Assets, and the Hotel and the suitability thereof for any and all activities and uses that Purchaser may elect to conduct thereon, (ii) the compliance of the Property, the Business, the Business Assets, and the Hotel or their operation with any laws, rules, ordinances or regulations of any government or other body and (iii) any other matter whatsoever, in each such case, except as expressly set forth in this Agreement. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SALE OF THE PROPERTY, BUSINESS ASSETS, AND HOTEL PURSUANT TO THIS AGREEMENT IS MADE ON A STRICTLY "AS IS," "WHERE IS" BASIS AS OF THE CLOSING DATE, AND SELLER MAKES NO WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY,

MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, THE BUSINESS ASSETS, AND THE HOTEL INCLUDING, WITHOUT LIMITATION, ANY SOIL CONDITIONS RELATED TO THE PROPERTY.

(b) PURCHASER SPECIFICALLY ACKNOWLEDGES THAT PURCHASER IS NOT RELYING ON (AND SELLER HEREBY DISCLAIMS AND RENOUNCES) ANY REPRESENTATIONS OR WARRANTIES MADE BY OR ON BEHALF OF SELLER OF ANY KIND OR NATURE WHATSOEVER, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT. PURCHASER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, RELEASES SELLER FROM, AND WAIVES, ANY AND ALL CLAIMS AND LIABILITIES AGAINST SELLER FOR, RELATED TO OR IN CONNECTION WITH ANY ENVIRONMENTAL OR PHYSICAL CONDITION AT THE PROPERTY OR BUSINESS OR BUSINESS ASSETS OR THE HOTEL (OR THE PRESENCE OF ANY MATTER OR SUBSTANCE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY), INCLUDING, WITHOUT LIMITATION, CLAIMS OR LIABILITIES RELATING TO (IN ANY MANNER WHATSOEVER) ANY HAZARDOUS, TOXIC OR DANGEROUS MATERIALS OR SUBSTANCES LOCATED IN, AT, ABOUT OR UNDER THE PROPERTY, OR FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER ACTUAL OR THREATENED) BASED UPON, IN CONNECTION WITH OR ARISING OUT OF ANY LAWS RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY WITH RESPECT TO OR AFFECTING THE PROPERTY. PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY AND WITH THE BUSINESS ASSETS, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITIONS THEREOF, AS PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND BUSINESS ASSETS AND THE HOTEL AND THE EXISTENCE OR NON-EXISTENCE OF, OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO, ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY AND WILL RELY SOLELY UPON SUCH INVESTIGATIONS AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR REPRESENTATIVES WITH RESPECT THERETO. UPON CLOSING, PURCHASER SHALL (i) ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, WITHOUT LIMITATION, ADVERSE ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS AND (ii) BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING, WITHOUT LIMITATION, EXPENSES (INCLUDING, WITHOUT LIMITATION, DAMAGES, LIABILITIES, COSTS AND COSTS) OF ANY AND EVERY KIND OR CHARACTER, WHETHER KNOWN OR UNKNOWN, WHICH PURCHASER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS OR VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY LAWS RELATED TO ENVIRONMENTAL MATTERS).

(c) PURCHASER ACKNOWLEDGES AND AGREES THAT THE WAIVERS, RELEASES AND OTHER PROVISIONS SET FORTH IN THIS SECTION 8 WERE A MATERIAL FACTOR IN SELLER'S ACCEPTANCE OF THE PURCHASE PRICE AND THAT SELLER WAS UNWILLING TO SELL THE PROPERTY AND BUSINESS ASSETS AND THE HOTEL TO PURCHASER UNLESS SELLER WAS RELEASED AS EXPRESSLY SET FORTH IN THIS SECTION 8. PURCHASER, WITH PURCHASER'S COUNSEL, HAS FULLY REVIEWED THE DISCLAIMERS, RELEASES, AND WAIVERS SET FORTH IN THIS AGREEMENT AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF.

(d) THIS SECTION 8 HEREOF SHALL EXPRESSLY SURVIVE THE CLOSING, SHALL NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS AND SHALL BE CONSIDERED INCORPORATED INTO THE DEED.

9. **Approval of Overbid Protection.** The Stalking Horse Motion shall provide for an overbid protection in the amount of One Hundred Thousand Dollars (\$100,000.00) over and above the Purchase Price.

10. **Risk of Loss, Casualty and Condemnation.** The risk of loss shall remain on the Seller until Closing. Seller agrees to give Purchaser prompt notice of any fire or other casualty affecting the Property or any portion thereof (a "Casualty") or of any actual or threatened (to the extent that Seller has current actual knowledge thereof) taking, condemnation or other like proceeding of the Property or any portion thereof (a "Condemnation"). If prior to the Closing, all or a substantial portion of the Property or Business Assets or the Hotel are affected by a Casualty or a Condemnation, Purchaser shall elect within fifteen (15) days from and after notice of such event from Seller, by written notice to Seller, either: (i) not to close the transaction contemplated hereby, in which event the Earnest Money shall be refunded to Purchaser and, except for those provisions which survive termination of this Agreement, this Agreement shall be void and of no further force and effect; or (ii) to close the transaction contemplated hereby in accordance with its terms but subject to such Casualty or Condemnation, in which event: the Purchase Price shall not be reduced and Seller shall assign to Purchaser all of Seller's rights in any insurance proceeds or condemnation awards. If Purchaser does not make such election within the aforesaid fifteen (15) day period, then Purchaser shall be deemed to have elected to close the transaction contemplated hereby in accordance with clause (ii) of this section. For purposes of this Section 10, a "substantial portion" of the Property/Business Assets/Hotel shall be deemed to be a portion valued at twenty percent (20%) or more of the assessed value of the each. If any Casualty or Condemnation affects less than a substantial portion of the Property/Business Assets/Hotel, then Purchaser shall be obligated to proceed with Closing and Seller shall assign to Purchaser all of Seller's rights in any insurance proceeds or condemnation awards. In no event shall the occurrence of a Casualty or a Condemnation give rise to a claim by Purchaser against Seller for default under this Agreement.

11. **Purchaser's Contingencies.** The obligations of the Purchaser are not contingent upon any condition except as follows:

(a) Review of all leases, permits, surveys, and historical registries affecting the Property with confirmation;

(b) Inspection of all Business Assets as set forth in Paragraph 16; and

(c) Review the PUC water supply tariff, DEP License Agreement (DEP file No. E20-584) permitting the boat docks, and Hotel Lease and confirmation of the assignment of each.

**12. Sewer.** The Property is serviced by public sewer.

**13. Default Remedies.** In the event of either party's default hereunder, the non-defaulting party agrees to provide the defaulting party with written notice of such default specifying the nature of such default. The defaulting party shall have a five (5) day period after the date of receipt of said notice in which to cure said default. In the event Seller does not cure any default of which it has received notice within said five (5) day period and Purchaser is ready, willing and able to perform all obligations imposed upon Purchaser hereby, Purchaser shall be entitled to terminate this Agreement and receive an immediate refund of all Earnest Money paid hereunder (and the parties shall have no further rights or obligations hereunder except for those that expressly survive a termination of this Agreement) or to pursue an action for specific performance of this Agreement within thirty (30) days after the expiration of the five (5) day period within which Seller has not cured a default for which it has received notice. In no event shall Purchaser be entitled to pursue a claim for damages against Seller. In the event Purchaser does not cure any default of which it has received notice within said five (5) day period and the transaction contemplated hereby is not closed by reason of Purchaser's default (and Seller has performed all of its obligations hereunder) then the Earnest Money shall be paid to Seller as full liquidated damages, this Agreement shall be null and void, and none of the Parties hereto shall have any further rights or obligations hereunder, except for such rights or obligations that survive a termination of this Agreement.

**14. Broker.** The parties acknowledge that neither has any agreement or obligation to any broker, realtor, or any other person for any commission on this sale.

**15. Notices.** Except as may otherwise be provided for in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be sufficient if delivered to the party being given such notice at the respective address set forth below by one of the following methods: (a) in person, (b) by overnight delivery service prepaid, (c) by U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, or (d) email transmission with a copy sent no later than the next Business Day by method (a), (b) or (c).

As to Purchaser:  
Todd Joseph  
713 Broad Acres Rd.  
Penn Valley/Narberth, Pa  
Email: tjosephproperties@hotmail.com

with a copy to:

As to Seller:  
Trustees of Conneaut Lake Park, Inc  
c/o Economic Progress Alliance of Crawford County  
789 Bessemer St.  
Meadville, Pa 16335  
Attn: James J. Becker

with a copy to:

Such notices shall be deemed to have been given as of the date and time actually received by the receiving party. Any party may change said address by giving the other parties hereto notice of such change of address.

**16. Business Assets.** In addition to the Property and Hotel, the Seller agrees to convey, free and clear of all liens, encumbrances, and title defects, to the Purchaser all right, title, and interest in the Business Assets as more particularly set forth below:

(a) Water System --the water delivery system including: water holding tank, conveyance system, purification system, rights to servicing customers, PUC water supply tariff filed at Docket A-210096, and all other assets utilized in the water system as set forth on Schedule 16(a);

(b) Amusement Park --all amusement rides, equipment, booths, kiosks, picnic tables, and any other personal property utilized in the operation of the Amusement Park as set forth on Schedule 16(b);

(c) Water Park --the water park, structure and all equipment, materials, and water supply system for the operation of the water park as set forth on Schedule 16(c);

(d) Hotel Personal Property-- Subject to the existing Hotel Lease and the claims of the Tenant of the Hotel Lease, and all personal property located in and around the Hotel, as set forth on Schedule 16(d);

(e) Boat Dock System --a 30-slip docking system, the DEP License Agreement (DEP file No. E20-584) permitting the boat docks, and the Seller's interest in all leases for the boat slips;

(f) Camperland --the facilities utilized in the operation of the 50-pad camper park and all related equipment and the Seller's interest in all Leases for the camper pads as set forth on Schedule 16(f);

(g) Contract, Permits, and Agreements -- all contracts, permits, and agreements including, but not limited to, the Hotel Lease, as set forth on Schedule 16(g);

(h) Intangible Assets -- all websites, telephone numbers, social media sites, trademarks, logos, email addresses, domain names, catalogs, sales and promotional materials, the name "Conneaut Lake Park" and its derivations, and all other intellectual property and intangible assets as set forth on Schedule 16(h);

(i) All mailing lists, customer lists, vendor lists, manuals, and business procedures; and

(j) All other tangible and intangible personal property utilized in the Business.

17. **Accounts Receivable.** The parties acknowledge that the Seller has collected, and will continue to collect, fees paid pursuant to dock slip rental agreements and Cauperland pad rentals. The parties agree to prorate the collected accounts receivable between the parties as set forth on Schedule 17 which is to be updated as of Closing Date.

18. **Liabilities.** Except as expressly set forth in this Agreement, it is expressly agreed by the parties that Purchaser shall not assume, take title to, or in any way be liable or responsible for any debts, liabilities or obligations of Seller including, but not limited to, the following:

- (a) liabilities or obligations of Seller which may arise by reason of this Agreement;
- (b) liabilities or obligations for Federal, state, local or other taxes;
- (c) liabilities and obligations which may arise by reason of, or with respect to, the dissolution or liquidation of Seller;
- (d) liabilities or obligations incurred by Seller after the Closing Date;
- (e) any liabilities or obligations of Seller associated with Seller's operation of the Business prior to the Closing Date;
- (f) any liability or obligation of Seller relating to or arising out of defects in design, materials or workmanship of any product sold and/or serviced by Seller prior to the Closing Date;
- (g) any liability or obligation of Seller relating to or arising out of any warranty, product liability or other obligations of Seller with respect to products or goods manufactured, sold, designed and/or serviced by Seller prior to the Closing Date; and
- (h) Except as otherwise expressly provided herein, Seller shall not represent to any third party, or lead any third party to believe, that Purchaser will assume or has assumed responsibility for any liability or obligation of Seller.

Except for those obligations specifically set forth here, the Purchaser shall not assume or become obligated for any liability, obligation, or commitment of the Seller.

19. **Conduct Pending Closing.** From the date hereof to the Closing Date, Seller will conduct the Business in a prudent, businesslike manner and will cooperate fully to arrange for the transfer of the Business Assets to Purchaser. In particular, from the date hereof to the Closing Date, Seller agrees that:

- (a) Seller's operation of the Business shall be conducted only in the ordinary course;
- (b) No material change shall be made in the operation of the Business;
- (c) Seller shall take any and all necessary actions to preserve the Business Assets and the goodwill and operation of the Business, and shall not remove any of the Business Assets located in, on or at business premises without the prior written consent of Buyer;
- (d) Any public disclosure prior to the Closing Date of this Agreement shall only be upon filing of the Stalking Horse Motion with the U.S. Bankruptcy Court and the terms and conditions set forth therein and the related competitive bidding motion as approved by the U.S. Bankruptcy Court;
- (e) Seller shall allow Purchaser and its agents unrestricted access to the Assets;
- (f) Seller shall preserve intact and shall not jeopardize Seller's relationships with customers, suppliers, distributors and with any other individual or entity who has a business or professional relationship with the Business;

(g) Seller shall keep and maintain the Business Assets in good condition, repair and working order;

(h) Seller shall not sell, transfer, assign, lease, or otherwise dispose of any of the Business Assets other than in the ordinary course of the Business consistent with past practice, and shall not subject any of the Business Assets to a lien, security interest or other encumbrance; and

(f) Seller shall not terminate or materially modify any material lease, contract, governmental license, permit or other authorization or agreement affecting the Business.

20. **Insurance.** Seller will maintain in full force and effect all current insurance policies, will comply in all material respects with all laws or regulations affecting operation of the Business and will advise Buyer of any event or circumstances affecting the Business Assets which Seller deems unusual.

21. **Indemnification by Seller.** Seller agrees to indemnify Purchaser against and in respect of the following:

(a) A breach of any of the representations or warranties or covenants of Seller set forth in this Agreement.

(b) Any and all of the following debts, liabilities, and obligations of Seller, either direct or indirect, accrued, absolute, contingent, or otherwise, and whether known or unknown, or due or payable, fixed or unfixed, choate or inchoate, liquidated or unliquidated, or secured or unsecured.

(i) Those existing prior to, and at, the Closing Date but not arising thereafter;

(ii) Those arising from any contract or commitment entered into or made, or any liabilities, acts, transactions, agreements, understandings, or obligations incurred, by Seller (including without limitation obligations incurred prior to closing as the result of any circumstance or state of facts that occurred or existed prior to closing, such as a personal injury or property damage that is claimed to have occurred prior to closing) on or before the Closing Date; and

(iii) Any and all debts, liabilities, and obligations of Seller for United States, state, or local taxes, assessments, or similar charges, including interest and penalties with respect thereto (without regard to the time such taxes may accrue or be determined or assessed), which are attributable or related to, or covering any period prior to or during which the closing occurs, for the portion thereof that ends on or before the close of business on the Closing Date.

(c) Seller also agrees to indemnify Purchaser against and in respect of any and all actions, suits, claims, proceedings, investigations, audits, demands, assessments, fines, judgments, settlements, costs, and other expenses (including, without limitation, attorneys' fees and expenses, including those incurred in connection with appellate proceedings, and costs of investigation incurred in defending against or settling any of the foregoing or any amounts paid in settlement thereof) incident to any of the matters indemnified herein.

22. **Indemnification by Purchaser.** Purchaser agrees to indemnify Seller against and in respect of the following:

(a) A breach of any of the representations or warranties or covenants of Purchaser set forth in this Agreement.

(b) Any and all of the debts, liabilities, and obligations of Purchaser, either direct or indirect, accrued, absolute, contingent, or otherwise, and whether known or unknown, or due or

payable, fixed or unfixed, choate or inchoate, liquidated or unliquidated, or secured or unsecured arising after the Closing Date.

(c) Purchaser also agrees to indemnify Seller against and in respect of any and all actions, suits, claims, proceedings, investigations, audits, demands, assessments, fines, judgments, settlements, costs, and other expenses (including, without limitation, attorneys' fees and expenses, including those incurred in connection with appellate proceedings, and costs of investigation incurred in defending against or settling any of the foregoing or any amounts paid in settlement thereof) incident to any of the matters indemnified herein.

## 23. Miscellaneous.

(a) Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns (to the extent assignment is permitted hereunder).

(b) Governing Law. This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of the Commonwealth of Pennsylvania. In the event that any dispute hereunder results in the filing of legal action, the parties agree that such action will be maintained only in a court of competent jurisdiction in Crawford County, Pennsylvania.

(c) Headings; References. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Wherever the context requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.

(d) Counterparts. This Agreement may be executed in two or more counterparts and by facsimile or emailed PDF, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(e) Entire Agreement; Amendment. This Agreement is intended by the parties hereto to be the final expression of their agreement with respect to the subject matter hereof and is the complete and exclusive statement of the terms thereof notwithstanding any representations, statements or agreements to the contrary heretofore made. This Agreement may be modified only by a written instrument signed by each of the parties hereto.

(f) Time. Time is of the essence of this Agreement. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline that is set forth in this Agreement falls on a day that is not a Business Day, then such date shall be automatically extended to the next Business Day. For purposes of this Agreement, a "Business Day" is any day that is not a Saturday, Sunday or federal legal holiday.

(g) Possession. Possession of the Property and Business Assets shall be delivered to Purchaser at Closing.

(h) Survival; Representations and Warranties. Except as expressly provided herein, the representations, warranties and agreements of the parties contained herein, if any, shall

merge into the Deed and shall not survive Closing. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

(i) Drafting of Agreement; Severability. The parties each acknowledge and agree that none of the terms or provisions of this Agreement shall be construed against any of the parties merely because of who may have drafted such term or provision and that, if any of the terms or provisions of this Agreement are or should be void or unenforceable, all of the remaining terms and provisions of this Agreement are and shall be applicable to the fullest extent permitted by law.

(j) Prevailing Party. In any litigation, arbitration or other legal proceeding that may arise between the parties hereto, the prevailing party shall be entitled to recover its costs, including costs of arbitration, and reasonable attorneys' fees in addition to any other relief to which such party may be entitled.

(k) Waiver of Jury Trial. In any civil action, counterclaim, or proceeding, whether at law or in equity, that arises out of, concerns, or relates to this Agreement, any and all transactions contemplated by this Agreement, the performance of this Agreement or the relationship created by this Agreement, whether sounding in contract, tort, strict liability, or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Each party hereby irrevocably waives any right it may have to a trial by jury. Any party may file an original counterpart or a copy of this Agreement with any court, as written evidence of the consent of the parties to this Agreement of the waiver of their right to trial by jury. Neither party has made or relied upon any oral representations to or by any other party regarding the enforceability of this provision. By execution of this Agreement, each party acknowledges that it has read and understands the effect of this jury waiver provision. Each party acknowledges that it has been advised by its own counsel with respect to the transaction governed by this Agreement and specifically with respect to the terms of this Section, or has waived such advice of counsel.

(l) Effective Date. The "Effective Date" of this Agreement shall be the date upon which the last of Seller or Purchaser has executed this Agreement; with any changes thereto having been initiated by all parties.

*[Signatures begin on following page]*

IN WITNESS WHEREOF, each party hereto has executed this Agreement on the day and year indicated below.

PURCHASER:  
Keldon Holdings, LLC

By: Tom Isom  
Name: \_\_\_\_\_  
Title: owner  
Date of Execution: 12/8/20

*[signatures continue on following page]*

SELLER:

Trustees of Connetquot Lake Park, Inc.

By: [Signature]  
Name: James J. Becker  
Title: Executive Director  
Date of Execution: 25 Nov 2020

**Exhibit B  
 Proposed Distribution**

ALL ASSET SALE  
 PROPOSED DISTRIBUTION

Case 14-11277-JAD Doc 658-2 Filed 02/01/21 Entered 02/01/21 15:00:36 Desc  
 Exhibit B - Proposed Distribution Page 2 of 3

STALKING HORSE APA GROSS SALE	\$1,200,000.00
PROCEEDS	\$1,200,000.00
(Less Costs of Sale)	\$100,000.00
NET PROCEEDS FOR DISTRIBUTION	\$1,100,000.00
Creditor Dividend	60.93%

Trustees of Conneaut Lake Park, Inc. - Sale Proceeds Distribution Worksheet			
Creditor Name & Address	Class	Balance Owed (w/o Interest) as of 1/05/2021	Net Sale Proceeds Pro Rata Distributions
First Capital Finance, Inc.	2	-	NA
Berkheimer Associates	3	-	NA
Joseph J. & Isabel J. Pischak	5	317,632.72	\$193,540.57
Conneaut Lake Joint Municipal Authority	6	267,350.63	\$162,902.59
Mercer County State Bank	7	58,924.28	\$35,903.85
Conneaut Lake Joint Municipal Authority	8	103,810.77	\$63,254.18
Conneaut Lake Joint Municipal Authority	9	18,297.50	\$11,149.07
Conneaut Lake Joint Municipal Authority	10	15,172.83	\$9,245.14
Joseph J. & Isabel J. Pischak	11	315,826.85	\$192,440.22
Donald G. Kaltenbaugh	12	51,590.97	\$31,435.51

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE: )  
 TRUSTEES OF CONNEAUT LAKE PARK, )  
 INC., )  
 Reorganized Debtor. )  
 TRUSTEES OF CONNEAUT LAKE PARK, )  
 INC., )  
 Movant, )  
 v. )  
 CONNEAUT LAKE JOINT MUNICIPAL )  
 AUTHORITY, DONALD G. KALTENBAUGH, )  
 JOSEPH I. PRISCHAK AND ISABEL J. )  
 PRISCHAK, MERCER COUNTY STATE )  
 BANK, QUINN, BUSECK, LEMHUIS, TOOHEY )  
 & KROTO, U.S. FOODSERVICE, ECONOMIC )  
 PROGRESS ALLIANCE OF CRAWFORD )  
 COUNTY, NORTHWEST PENNSYLVANIA )  
 REGIONAL PLANNING AND DEVELOPMENT )  
 COMMISSION, THE COMMONWEALTH OF )  
 PENNSYLVANIA, AND ALL UNNAMED )  
 HOLDERS OF LIENS, CLAIMS, OR )  
 ENCUMBRANCES, )  
 Respondents. )

Hearing Date & Time: )  
 March 2, 2021 at 10:00 a.m. VIA ZOOM )  
 Responses Due: )  
 February 17, 2020 )

**ORDER (A) AUTHORIZING THE SALE OF SUBSTANTIALLY ALL OF THE  
DEBTOR'S ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS,  
ENCUMBRANCES, AND INTERESTS; AND (B) GRANTING RELATED RELIEF**

Upon consideration of the Debtor's Motion for Entry of an Order Approving the Sale of Substantially All Its Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests (the "Sale Motion"), filed by the above-captioned reorganized debtor (the "Debtor"); and the Court having entered the Bid Procedures Order<sup>1</sup>; and the Court having conducted an auction

<sup>1</sup> All capitalized terms not otherwise defined herein shall have the meaning given to them in the Motion.

PRIORITY PREPETITION CLAIMS AND POST-CONFIRMATION OBLIGATIONS		TOTAL NET SALE PROCEEDS:	
Creditor	Balance Due	\$200,000.00	\$1,100,000.00
Stoncipher Law Firm		\$121,864.38	
Economic Progress Alliance USDA Loan		\$91,398.29	
Northwest Commission Loan		\$70,000.00	
Economic Progress Alliance LOC		\$54,000.00	
Economic Progress Alliance A/P		\$48,000.00	
Park Restoration		\$30,000.00	
Knox Law		\$ TBD	
		\$18,279.66	
		\$29,247.45	
		\$32,903.38	
		\$42,652.53	
		\$121,864.38	
	Proposed Distribution	\$336,345.69	
	SUBTOTAL:	\$552,000.00	
	TOTAL OBLIGATIONS:	\$1,805,285.51	

SUBTOTAL:		\$
Conneaut Lake Joint Municipal Authority	13	37,635.09
U.S. Foodservice, Inc.	14	23,218.23
Conneaut Lake Joint Municipal Authority	15	34,936.18
Quinn, Buseck, Lemhuis, Toohey & Kroto	18	8,889.46
		5,416.54
		\$763,654.31

(“*Auction*”), if any, and having held a hearing (the “*Sale Hearing*”) on March 2, 2021 to consider the Sale Motion; and the Court having found that (i) the Court has jurisdiction to consider the Sale Motion in accordance with 28 U.S.C. §§ 157 and 1334; (ii) venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Court having considered the Sale Motion, its supporting materials, and all responses thereto; and after due deliberation thereon; and it appearing that the entry of this Order and granting the relief set forth herein are in the best interests of the Debtor and its creditors; and good and sufficient cause having been shown;

**IT IS FURTHER FOUND AND DETERMINED THAT:**

A. The statutory and rule-based predicates for the relief sought in the Sale Motion are sections 105, 363, and 506(c) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “*Bankruptcy Code*”), Rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), and Rule 6004-1 of the Local Rules of the United States Bankruptcy Court for the Western District of Pennsylvania (the “*Local Rules*”).

B. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), the Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of judgment as set forth herein.

C. As evidenced by certificates filed with the Court, proper, timely, adequate, and sufficient notice of, and a reasonable opportunity to object or otherwise to be heard regarding: (i) the entry of the Bid Procedures Order and the dates and deadlines set forth therein, including the procedures required for the submission of Qualified Bids for the Debtor’s Assets and for participation by Qualified Bidders at the Auction; (ii) the Sale Motion; (iii) the Sale Hearing; (iv)

the transactions contemplated under the Purchase and Sale Agreement (the “*PSA*”) of \_\_\_\_\_ (the “*Successful Bidder*”), including the sale of the Debtor’s Assets (the “*Sale*”) has been provided as required by the Bid Procedures Order, and the same constitutes good and sufficient notice of, and a reasonable opportunity to object or be heard regarding the Sale Motion, the Auction, the Sale Hearing, and the entry of this Order, under sections 102(1), and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 6006 and 9014, the Local Rules, and the Procedures Orders. No other or further notice of, opportunity to object to, or other opportunity to be heard regarding, the Sale Motion, the Sale Hearing, or the entry of this Order need be given to any entity.

D. As demonstrated by the representations of counsel made on the record at the Sale Hearing, the Debtor and its professionals and other representatives have complied in all respects and in good faith with the Bid Procedures Order, including by affording entities that expressed an interest in submitting a Qualified Bid a full, fair, and reasonable opportunity to obtain necessary due diligence information and to submit the materials required under the Procedures Orders by the Bid Deadline.

E. The Auction, to the extent conducted, (i) was held as provided in the Bid Procedures Order on March 2, 2021; (ii) was conducted pursuant to procedures established in good faith and in compliance with the Bid Procedures Orders, and (iii) afforded a full, fair, and reasonable opportunity for any party that submitted a timely Qualified Bid to make a higher or otherwise better offer for the Debtor’s Assets than that of the Successful Bidder. At the conclusion of the Auction, the Court determined that the Successful Bidder’s bid for the Debtor’s Assets, as described in the applicable PSA, was the highest and otherwise best bid. Pursuant to the terms of the Bid Procedures Order, the Court designated [ \_\_\_\_\_ ] as

the Reserve Bidder.

F. The Debtor is the sole and lawful owner of, and has clear and marketable title to, the Debtor's Assets to be sold, including all items of personal property owned by the Debtor as identified in the PSA.

G. The Successful Bidder has offered to purchase the Debtor's Assets free and clear of all Liens and Claims (defined below), subject to any expressly assumed liabilities, the charitable use restriction, and any other permitted exceptions as provided in PSA, to the full extent authorized under section 363(f) of the Bankruptcy Code, with the same to attach to the Sale Proceeds, if any, with the same validity and priority and to the same extent as existed before the Sale. The Successful Bidder would not enter into its PSA to purchase the Debtor's Assets other than through a sale of such Debtor's Assets free and clear of all Liens and Claims.

H. The offer to purchase the Debtor's Assets made by the Successful Bidder, under the terms and conditions set forth in its PSA: (i) represents the highest or otherwise best offer obtained for the Debtor's Assets; (ii) is for fair, adequate, and sufficient consideration that constitutes reasonably equivalent value for the Debtor's Assets being conveyed to the Successful Bidder; and (iii) would not have been made by the Successful Bidder absent the protections afforded to the Successful Bidder by the Bid Procedures Order, their PSA, the Bankruptcy Code, and this Order.

I. The Debtor's determination to designate the Stalking Horse Bidder and bring the Debtor's Assets to Auction and Sale, each constitutes a reasonable exercise of the Debtor's business judgment and each is in the best interests of the Debtor and its creditors. The Debtor has articulated sound business reasons for consummating the PSA and for selling the Debtor's Assets pursuant to its Chapter 11 Plan.

J. Each entity with a Lien (as defined below) in any of the Debtor's Assets to be transferred on the closing date of the Sale has (i) consented to, or is deemed to have consented to, the Sale free and clear of such Lien, (ii) could be compelled in a legal or equitable proceeding to accept money in satisfaction of such Lien, or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code and has been satisfied as to all such Liens and Claims. Those holders of Liens and Claims who did not object, or who withdrew their objections, to the Sale or the Sale Motion are deemed to have consented to entry of this Order pursuant to section 363(f)(2) of the Bankruptcy Code. Each holder of a Lien that did not so object is adequately protected by having its Lien, if any, attach to the net cash proceeds of the Sale ultimately attributable to the property against or in which it asserts a Lien, with the same validity and priority, and to the same extent, as existed before the Sale, and subject to: (i) the terms of the instruments that created such Lien and to any claims; (ii) defenses the Debtor and its bankruptcy estate may possess with respect thereto; and (iii) the Debtor's right to surcharge the Debtor's Assets pursuant to Section 506(c) of the Bankruptcy Code for necessary and reasonable professional fees and expenses incurred in connection with the Sale and the preservation of the Debtor's Assets (collectively, the "Surcharges"). Therefore, approval of the PSA and consummation of the Sale free and clear of Liens and Claims is appropriate pursuant to section 363(f) of the Bankruptcy Code.

K. The Successful Bidder is not holding itself out to the public as a continuation of the Debtor and no common identity of directors, stockholders, members, or other equity holders exists between the Successful Bidder and the Debtor. The transactions contemplated by the PSA do not amount to a consolidation, merger, or *de facto* merger of the Successful Bidder and the Debtor; there is neither substantial continuity of enterprise between the Debtor and Successful

Bidder, nor is any Successful Bidder a mere continuation of the Debtor. The Successful Bidder does not constitute a successor to the Debtor.

L. To the fullest extent authorized by section 363(f) of the Bankruptcy Code, the Successful Bidder's acquisition of the Debtor's Assets shall be free and clear of any claims and successor liability claims of any nature whatsoever, whether known or unknown and whether asserted or unasserted as of the closing on the Sale.

M. The transfer of the Debtor's Assets to the Successful Bidder is or will be a legal, valid, and effective transfer of the Debtor's Assets, and will vest the Successful Bidder on the Closing Date (as defined in the PSA) with all right, title, and interest in and to the Debtor's Assets described in the respective PSA, free and clear of the Liens and Claims, except those explicitly and expressly excluded by the Successful Bidder in the PSA or this Order, including the applicable charitable use restriction referenced in the PSA.

N. The PSA and the transactions contemplated thereunder were negotiated at arms' length, without collusion, and in good faith within the meaning of section 363(m) of the Bankruptcy Code.

O. The Debtor and the Successful Bidder did not engage in any conduct that would allow the PSA to be set aside pursuant to section 363(n) of the Bankruptcy Code.

P. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

Q. To the extent any of the findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

**IT IS HEREBY ORDERED THAT:**

1. The Sale Motion is GRANTED as set forth herein.
2. All objections and responses to the Sale Motion that have not been overruled, withdrawn, waived, settled, or resolved, and all reservations of rights included therein, are hereby overruled and denied; provided however, that the distribution of the Sale Proceeds net of Costs of Sale (including any applicable Breakup Fee) shall be held in escrow pending further Order of Court.
3. The Debtor, in transferring the Debtor's Assets pursuant to this Order and section 363 of the Bankruptcy Code, are deemed, under section 1107(a) of the Bankruptcy Code, to have all rights and powers to perform all the functions and duties of a trustee serving in a case under chapter 11, and will transfer the property pursuant to this Order.

4. The Sale of the Debtor's Assets to the Successful Bidder under the PSA constitutes a transfer for reasonably equivalent value and fair consideration. The Sale of the Debtor's Assets to the Successful Bidder is a legal, valid, and effective transfer of the Debtor's Assets notwithstanding any requirement for approval or consent of any entity. The Sale of the Debtor's Assets to the Successful Bidder is on an AS IS, WHERE IS basis consistent with the terms of the PSA.

5. In the event the Successful Bidder does not close on the Sale within three (3) calendar days following entry of this Order, unless otherwise extended by mutual agreement of the Debtor and the Successful Bidder for a period of no longer than 2 calendar days, the Debtor is authorized to close on the Sale with the Reserve Bidder without further Order of Court or notice to any party. In the event the Debtor closes on the Sale with the Reserve Bidder, then all references to the Successful Bidder contained in this Order shall be deemed to mean the Reserve

Bidder identified herein.

6. To the fullest extent permitted by applicable law, neither the Successful Bidder nor its affiliates, successors or assigns shall, as a result of the consummation of the transactions set forth in the PSA: (i) be a successor to the Debtor or the Debtor's bankruptcy estate; (ii) have, *de facto* or otherwise, merged consolidated with or into the Debtor or the Debtor's bankruptcy estate; (iii) be a continuation or substantial continuation of the Debtor or any enterprise of the Debtor; or (iv) be a joint employer or co-employer with, or successor employer of the Debtor. The Successful Bidder shall not assume, nor be deemed to assume or in any way be responsible for any prepetition or postpetition liability or obligation of the Debtor and/or its bankruptcy estate, except as expressly provided for in the PSA.

7. Pursuant to sections 105 and 363(b) and (f) of the Bankruptcy Code, title to the Debtor's Assets shall pass to the Successful Bidder on the Closing Date, free and clear of any and all liens (including mechanic's, materialmen's, and other consensual and nonconsensual liens and statutory liens), security interests, encumbrances and claims (including, but not limited to, any "claim" as defined in section 101(5) of the Bankruptcy Code), reclamation claims, mortgages, deeds of trust, pledges, any liabilities or obligations under any State or Federal WARN Act or similar law, any liabilities or obligations under COBRA, covenants, restrictions, hypothecations, charges, indentures, loan agreements, instruments, contracts, leases, licenses, options, rights of first refusal, rights of offset, recoupment, rights of recovery, judgments, orders and decrees of any court of foreign or domestic governmental entity, claims for reimbursement, contribution, indemnity or exoneration, assignment, debts, charges, suits, rights of recovery, interests, products liability, alter-ego, environmental, successor liability, tax and other liabilities (including without limitation real estate taxes and any federal, state or local taxes of any kind), causes of action and

claims, to the fullest extent of the law, in each case whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or noncontingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, or know or unknown, whether arising prior to, on, or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity or otherwise (collectively, the "*Liens and Claims*"), with all such Liens and Claims upon the Debtor's Assets to be unconditionally released, discharged, and terminated as against either the Debtor's Assets or the Successful Bidder; provided, however that any assumed liabilities as set forth in the PSA shall be excluded from the definition of Liens and Claims and the charitable use restriction affecting the Debtor's Assets shall continue.

8. Any such Liens and Claims shall attach to the proceeds of the sale of the Debtor's Assets with the same priority, validity, force, and effect (if any) as existed with respect to the Debtor's Assets as of the Petition Date and shall be paid from the Sale Proceeds of the Debtor's Assets net of the Costs of Sale (including any Breakup Fee) and any applicable Surcharges pursuant to Section 506(c) of the Bankruptcy Code.

9. To the extent one or more third parties have possession or control of any of the Debtor's Assets, such third parties are hereby directed to turnover and deliver such assets to the Successful Bidder and any Liens and Claims shall attach to the Sale Proceeds in accordance with this Order.

10. The provisions of this Order authorizing the Sale of the Debtor's Assets free and clear of Liens and Claims shall be self-executing, and neither the Debtor nor the Successful Bidder shall be required to execute or file releases, termination statements, assignments, consents,

or other instruments in order to effectuate, consummate, and implement the foregoing provisions of this Order; provided, however, that this paragraph shall not excuse such parties from performing any and all of their respective obligations under this Order or the PSA. All persons and entities (a) holding Liens and Claims on the Debtor's Assets, (b) that have filed financing statements, mortgages, or other documents or instruments evidencing claims against the Debtor's Assets, or (c) otherwise asserting claims against the Debtor's Assets shall, and hereby are directed to, execute and deliver to the Successful Bidder such releases or termination statements to effectuate the Sale of the Debtor's Assets to the Successful Bidder free and clear of any and all Liens and Claims.

11. The Successful Bidder's offer for the Debtor's Assets, as embodied in the PSA, is the highest and best offer for the Debtor's Assets and is hereby approved.

12. The PSA, substantially in the form attached hereto as Exhibit L, is hereby approved pursuant to section 363(b) of the Bankruptcy Code and the Debtor is authorized to consummate and perform all of its obligations under the PSA and to execute such other documents and take such other actions as are necessary or appropriate to effectuate the PSA. For the avoidance of doubt, the Debtor and the Successful Bidder may make non-material changes to the PSA up to the closing of the Sale.

13. Pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Sale by the Debtor to the Successful Bidder for the Debtor's Assets and transactions related thereto, upon the closing under the PSA, are authorized and approved in all respects.

14. The terms of this Order shall be binding on the Successful Bidder and its successors and assigns, the Debtor, creditors of the Debtor, and on all other parties in interest in the Debtor's chapter 11 case, and any successors of the Debtor.

15. The Successful Bidder is a good faith purchaser entitled to the benefits and protections afforded by section 363(m) of the Bankruptcy Code.

16. With respect to the transactions consummated pursuant to this Order, this Order shall be the sole and sufficient evidence of the transfer of title to the Successful Bidder, and the sale transaction consummated pursuant to this Order shall be binding upon and shall govern the acts of all persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the property sold pursuant to this Order, including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental departments, secretaries of state, and federal, state, and local officials, and each of such persons and entities is hereby directed to accept this Order as sole and sufficient evidence of such transfer of title and shall rely upon this Order in consummating the transactions contemplated hereby.

17. Pursuant to section 105 of the Bankruptcy Code, creditors of the Debtor are prohibited from taking any actions against the Successful Bidder or the Debtor's Assets; provided, however, that nothing in this paragraph shall prevent any party from seeking to enforce against the Successful Bidder any applicable rights or obligations under the respective PSA.

18. Except as otherwise provided for herein and in the PSA, the transfer of the Debtor's Assets and the assignment of contracts and leases set forth therein (collectively, the "Assigned Contracts") does not and will not subject the Successful Bidder and/or its affiliates, designees, assignees, successors, or any of their properties, assets, officers, directors, members, employees, or equity holders (together with Successful Bidder, the "Successful Bidder Entities")

to any liability by reason of such transfers and assignments under the laws of the United States, any state, territory, or possession thereof, in whole or in part, directly or indirectly, on any theory of law or equity, including, without limitation, any theory of successor or transferee liability, persons and entities hereby are forever barred, estopped, and permanently enjoined from asserting such persons' or entities' Liens and Claims against the Successful Bidder Entities.

19. Effective on the Closing Date, all parties and/or entities asserting Liens and Claims and contract rights against the Debtor and/or any of the Debtor's Assets are hereby permanently enjoined and precluded from, with respect to such Liens and Claims: (i) asserting, commencing, or continuing in any manner any action against the Successful Bidder Entities (each a "*Protected Party*," and all such entities collectively, the "*Protected Parties*"), or against any Protected Party's assets or properties, including without limitation against the Debtor's Assets; (ii) the enforcement, attachment, collection, or recovery, by any manner or means, of any judgment, award, decree, or order against the Protected Parties or any properties or Debtor's Assets of the Protected Parties; (iii) creating, perfecting, or enforcing any encumbrance of any kind against the Protected Parties or any properties or Debtor's Assets of the Protected Parties, including without limitation the Debtor's Assets; (iv) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due the Protected Parties; and (v) taking any action, in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Order or the PSA. Neither the Successful Bidder nor the Debtor are required to comply with any "bulk sale" or similar laws relating to the transfer of the Debtor's Assets.

20. The Debtor and the Debtor's estate, on the one hand, and the Successful Bidder Entities, on the other hand, hereby release each other from any and all claims except for such claims that arise from the PSA and this Order.

21. The Court retains jurisdiction to interpret, implement, and enforce the provisions of, and resolve any disputes arising under or related to, this Order and the PSA, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith.

22. The failure specifically to include any particular provisions of the PSA or any of the documents, agreements, or instruments executed in connection therewith in this Order shall not diminish or impair the force of such provision, document, agreement, or instrument, it being the intent of the Court that the PSA and each document, agreement, or instrument be authorized and approved in its entirety.

23. Pursuant to the PSA and section 365(k) of the Bankruptcy Code, the Debtor shall have no liabilities for any claims arising or relating to or accruing post-Closing under any of the Assigned Contracts.

24. Except as provided in the PSA and this Order, the Debtor shall be responsible for all obligations that arise between prior to the Closing Date relating to all Assigned Contracts unless otherwise agreed to by and between the Debtor, Successful Bidder and the counterparty to the Assigned Contract.

25. The Successful Bidder shall not be deemed to be a joint employer, single employer, co-employer, or successor employer with the Debtor for any purpose or under the laws of the United States, any state, territory, or possession thereof and, except as specifically set forth in the PSA, the Successful Bidder shall not have any obligation to pay any past wages, benefits, or severance pay or extend or make any benefits or benefit programs, including COBRA or any similar laws or regulations, to any of Debtor's employees or former employees, including any such employees who may become employees of the Successful Bidder.

26. The Debtor is hereby authorized to (a) take all other and further actions as may be reasonably necessary consummate and implement the Sale; (b) perform all obligations under the PSA, and (c) execute all other documents and instruments related to and connected with the Sale and the consummation thereof, all without any further corporate action or order of the Court.
27. To the extent there are any inconsistencies between the terms of this Order, the PSA, and any prior order or pleading with respect to the Sale Motion in the Debtor's chapter 11 case, the terms of this Order shall govern.
28. Notwithstanding the provisions of Rules 6004(h) and 6006(d) of the Bankruptcy Rules, this Order shall not be stayed for 14 days after entry and shall be effective immediately upon entry, and the Debtor and the Successful Bidder are authorized to close the Sale immediately upon entry of this Order.
29. Nothing in this Order shall modify or waive any closing conditions or termination rights in the PSA, and all such conditions and rights shall remain in full force and effect in accordance with their terms.
30. This Sale is made pursuant to the Debtor's Chapter 11 Plan of Reorganization confirmed by this Court by Order entered September 6, 2016. Therefore, in accordance with 11 U.S.C. § 1146(a), the Sale may not be subject to taxation under any laws imposing a stamp tax, state or local transfer tax, or similar tax.

Date \_\_\_\_\_ **JEFFERY A. DELLER**  
United States Bankruptcy Judge

**Applicant's Joint  
Exhibit 9**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:	)	
	)	
TRUSTEES OF CONNEAUT LAKE PARK, INC.,	)	Bankruptcy Case No. 14-11277-JAD
	)	
Reorganized Debtor.	)	Chapter 11
	)	
_____	)	
	)	
TRUSTEES OF CONNEAUT LAKE PARK, INC.,	)	Document No. _____
	)	
Movant,	)	Relates to Doc. No. 658
	)	
v.	)	
	)	<u>Hearing Date &amp; Time:</u>
CONNEAUT LAKE JOINT MUNICIPAL AUTHORITY, DONALD G.	)	March 2, 2021 at 10:00 a.m. via ZOOM
	)	
KALTENBAUGH, JOSEPH J. PRISCHAK AND ISABEL J. PRISCHAK, MERCER COUNTY STATE BANK, QUINN, BUSECK, LEMHUIS, TOOHEY & KROTO, U.S. FOODSERVICE, ECONOMIC PROGRESS ALLIANCE OF CRAWFORD COUNTY, NORTHWEST PENNSYLVANIA REGIONAL PLANNING AND DEVELOPMENT COMMISSION, THE COMMONWEALTH OF PENNSYLVANIA, AND ALL UNNAMED HOLDERS OF LIENS, CLAIMS, OR ENCUMBRANCES,	)	<u>Responses Due:</u> February 17, 2021
	)	
Respondents.	)	

**CERTIFICATE OF SERVICE**

The undersigned does hereby certify that, on **February 1, 2021**, I caused the *Motion for Entry of an Order Approving the Sale of Substantially all the Debtor's Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests* to be served on the parties and in the manner listed below:

**Via U.S. Mail and/or Email (as indicated)**

**The U.S. Trustee's Office; Parties Asserting Liens or Interests in the Debtor's Assets; The Attorney General for the Commonwealth of Pennsylvania; the Stocking Horse Bidder and its Counsel; all known notice parties or counterparties to contracts and leases that may be assigned; all entities known to have expressed an interest in bidding on the Debtor's assets; and all other parties that filed a notice of appearance and request for service of papers in the Debtor's bankruptcy case not previously listed below.**

<p>Joseph J. &amp; Isabel J. Prischak c/o Nicholas Pagliari MacDonald, Illig, Jones &amp; Britton, LLP 100 State Street, Suite 700 Erie, PA 16507 Email: npagliari@mijb.com</p> <p><i>Via U.S. MAIL &amp; Email</i></p>	<p>Conneaut Lake Joint Municipal Authority P.O. Box 277 Conneaut Lake, PA 16316 conneaut@zoominternet.net</p> <p><i>Via U.S. MAIL &amp; Email</i></p>	<p>US Foodservice Burns Avenue &amp; Cann Altoona, PA 16601</p> <p><i>Via U.S. MAIL</i></p>
<p>Quinn, Buseck, Lemhuis, Toohey &amp; Kroto 2222 West Grandview Blvd. Erie, PA 16506 Email: <a href="mailto:MKruszewski@Quinnlaw.com">MKruszewski@Quinnlaw.com</a></p> <p><i>Via U.S. MAIL &amp; Email</i></p>	<p>Donald G. Kaltenbaugh 113 Beacon Hill Drive Cranberry Twp, PA 16066</p> <p><i>Via U.S. MAIL</i></p>	<p>Economic Progress Alliance Of Crawford County 789 Bessemer Street Meadville, PA 16335 Email: <a href="mailto:Jbecker@epacc.net">Jbecker@epacc.net</a></p> <p><i>Via U.S. MAIL &amp; Email</i></p>
<p>Keldon Holdings, LLC 713 Broad Acres Rd. Penn Valley, PA 19072 Attn: Todd Joseph <a href="mailto:tjosephproperties@hotmail.com">tjosephproperties@hotmail.com</a></p> <p><i>Via U.S. MAIL &amp; Email</i></p>	<p>Mercer County State Bank 16411 Conneaut Lake Road Meadville, PA 16335 <a href="mailto:m4fel@mcsbank.net">m4fel@mcsbank.net</a></p> <p><i>Via U.S. MAIL &amp; Email</i></p>	<p>Northwest Planning Commission 395 Seneca Street Oil City, PA 16301 Attn: Jill Foys Email: <a href="mailto:jillf@northwestpa.org">jillf@northwestpa.org</a></p> <p><i>Via U.S. MAIL &amp; Email</i></p>
<p>COMMONWEALTH OF PA UCTS DEPARTMENT OF LABOR AND INDUSTRY 651 BOAS STREET, RM 925 HARRISBURG, PA 17121</p> <p><i>Via U.S. MAIL</i></p>	<p>US Foods, INC. c/o Bryan Cave LLP 161 N. Clark Street Suite 4300 Chicago, IL 60601</p> <p><i>Via U.S. MAIL</i></p>	<p>Russell R. Johnson, III 2258 Wheatlands Drive Manakin-Sabot, VA 23103</p> <p><i>Via U.S. MAIL</i></p>

<p>Peter E. Meltzer, Partner Weber Gallagher 2000 Market Street, Suite 1300 Philadelphia, PA 19103 pmeltzer@wglaw.com</p> <p><i>Via U.S. MAIL &amp; Email</i></p>	<p>Gene J. Herne, Esquire Office of Attorney General Commonwealth of Pennsylvania 564 Forbes Avenue Pittsburgh, PA 15219 <a href="mailto:eherne@attorneygeneral.gov">eherne@attorneygeneral.gov</a></p> <p><i>Via U.S. Mail &amp; Email</i></p>	<p>Guy C. Fustine, Esquire Knox McLaughlin Gornall &amp; Sennett, P.C. 120 West Tenth Street Erie, PA 16501 <a href="mailto:gfustine@kmgslaw.com">gfustine@kmgslaw.com</a></p> <p><i>Via U.S. Mail &amp; Email</i></p>
<p>Angela N. Erde, Esquire Assistant Counsel Northwest Regional Counsel 230 Chestnut Street Meadville, PA 16335-3481 E-mail: <a href="mailto:aerde@pa.gov">aerde@pa.gov</a></p> <p><i>Via U.S. Mail &amp; Email</i></p>	<p>Park Restoration c/o John F. Mizner 311 West Sixth Street Erie, Pennsylvania 16507 <a href="mailto:jfm@miznerfirm.com">jfm@miznerfirm.com</a></p> <p><i>Via U.S. Mail &amp; Email</i></p>	<p>Joseph S. Sisca, Esquire Office of the United States Trustee Liberty Center. 1001 Liberty Avenue, Suite 970 Pittsburgh, PA 15222 <a href="mailto:joseph.s.sisca@usdoj.gov">joseph.s.sisca@usdoj.gov</a></p> <p><i>Via U.S. Mail &amp; Email</i></p>
<p>The Pennsylvania Public Utility Commission Public Utility Commission 400 North Street Keystone Bldg. Harrisburg, PA 17120</p> <p><i>Via U.S. Mail</i></p>	<p>Keystone Water Systems LLC 2405 Georgetown Road Sandy Lake, PA 16145 Attn: Christopher R. Greenberg</p> <p><i>Via U.S. Mail</i></p>	<p>PA Department of Agriculture Bureau of Ride &amp; Measurement Standards 2301 N. Cameron Street Harrisburg, PA 17110-9408 Attn: Walter Remmert, Director</p> <p><i>Via U.S. Mail</i></p>
<p>D Three, LLC Best Lockers, LLC 200 W. Sand Lake Road Suite 800 Orlando, FL 32809 Attn: CFO</p> <p><i>Via U.S. Mail</i></p>	<p>John and Kimberly J. Sauer 1706 Sturbridge Drive Sewickley, PA 15143</p> <p><i>Via U.S. Mail</i></p>	<p>Mid America Events, Ltd. 104 N. Crandon Avenue P.O. Box 505 Niles, OH 44446</p> <p><i>Via U.S. Mail</i></p>
<p>PA Dept. of Conservation &amp; Natural Resources Bureau of Recreation &amp; Conservation P.O. Box 8475 400 Market Street Harrisburg, PA 17105-8475 Attn: Beth Helterbran</p> <p><i>Via U.S. Mail</i></p>	<p>John and Eileen Bertera 12263 Center Street Conneaut Lake Park, PA 16316</p> <p><i>Via U.S. Mail</i></p>	<p>Tammy Claypoole 43 High Street New Castle, PA 16101</p> <p><i>Via U.S. Mail</i></p>

<p>Keldon Holdings, LLC 713 Broad Acres Rd. Penn Valley/Narberth, PA Attn: Todd Joseph E:tjosephproperties@hotmail.com</p> <p><i>Via U.S. Mail &amp; Email</i></p>	<p>Mario DeBlasio <a href="mailto:mdeblasio@deblasioproperties.com">mdeblasio@deblasioproperties.com</a></p> <p><i>Via Email Only</i></p>	<p>Joe Resnick <a href="mailto:jreznik88@aol.com">jreznik88@aol.com</a></p> <p><i>Via Email Only</i></p>
<p>Brian Deane <a href="mailto:deaneb831@gmail.com">deaneb831@gmail.com</a></p> <p><i>Via Email Only</i></p>	<p>Brian Deane <a href="mailto:deaneb831@gmail.com">deaneb831@gmail.com</a></p> <p><i>Via Email Only</i></p>	<p>Passport Realty, LLC 240 West 11th Street, Ste 100 Erie, PA 16501</p> <p><i>Via U.S. Mail</i></p>
<p>Porter Consulting Engineers, P.C. 552 State Street Meadville, PA 16335</p> <p><i>Via U.S. Mail</i></p>	<p>Faisal Delawalla BRYAN CAVE LLP 161 N. Clark St. Suite. 4300 Chicago, Illinois 60601</p> <p><i>Via U.S. Mail</i></p>	<p>Randy Kreider 1211 Park Avenue Meadville, PA 16335</p> <p><i>Via U.S. Mail</i></p>
<p>Gary Harris 440 High Street Fairport Harbor, OH 44077</p> <p><i>Via U.S. Mail</i></p>	<p>James M. Greenfield 1030 Liberty Street Franklin, PA 16323 <a href="mailto:greenfieldlaw@dalewoodardgent.com">greenfieldlaw@dalewoodardgent.com</a></p> <p><i>Via Email and U.S. Mail</i></p>	

Respectfully submitted,

**STONECIPHER LAW FIRM**

Dated: February 1, 2021

/s/ Jeanne S. Lofgren  
Jeanne S. Lofgren, Esq.  
PA I.D. 89078  
125 First Avenue  
Pittsburgh, PA 15222  
(412) 391-8510 phone  
[jlofgren@stonecipherlaw.com](mailto:jlofgren@stonecipherlaw.com)

*Attorneys for Debtor*

**Applicant's Joint  
Exhibit 10**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:	)	
	)	
TRUSTEES OF CONNEAUT LAKE PARK, INC.,	)	Bankruptcy Case No. 14-11277-JAD
	)	
Reorganized Debtor.	)	Chapter 11
	)	
	)	
TRUSTEES OF CONNEAUT LAKE PARK, INC.,	)	Document No. _____
	)	
Movant,	)	Relates to Document No. _____
	)	
v.	)	
	)	<u>Hearing Date &amp; Time:</u>
CONNEAUT LAKE JOINT MUNICIPAL AUTHORITY, DONALD G. KALTENBAUGH, JOSEPH J. PRISCHAK AND ISABEL J. PRISCHAK, MERCER COUNTY STATE BANK, QUINN, BUSECK, LEMHUIS, TOOHEY & KROTO, U.S. FOODSERVICE, ECONOMIC PROGRESS ALLIANCE OF CRAWFORD COUNTY, NORTHWEST PENNSYLVANIA REGIONAL PLANNING AND DEVELOPMENT COMMISSION, THE COMMONWEALTH OF PENNSYLVANIA, AND ALL UNNAMED HOLDERS OF LIENS, CLAIMS, OR ENCUMBRANCES,	)	March 2, 2021 at 10:00 a.m. VIA ZOOM
	)	
	)	<u>Responses Due:</u>
	)	February 17, 2020
	)	
Respondents.	)	
	)	

**ORDER (A) AUTHORIZING THE SALE OF SUBSTANTIALLY ALL OF THE  
DEBTOR'S ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS,  
ENCUMBRANCES, AND INTERESTS; AND (B) GRANTING RELATED RELIEF**

Upon consideration of the Debtor's Motion for Entry of an Order Approving the Sale of Substantially All Its Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests (the "*Sale Motion*"), filed by the above-captioned reorganized debtor (the "*Debtor*"); and the Court having entered the Bid Procedures Order<sup>1</sup>; and the Court having determined no auction

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<sup>1</sup> All capitalized terms not otherwise defined herein shall have the meaning given to them in the Motion.

(“*Auction*”) was to be conducted, and having held a hearing (the “*Sale Hearing*”) on March 2, 2021 to consider the Sale Motion; and the Court having found that (i) the Court has jurisdiction to consider the Sale Motion in accordance with 28 U.S.C. §§ 157 and 1334; (ii) venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Court having considered the Sale Motion, its supporting materials, and all responses thereto; and after due deliberation thereon; and it appearing that the entry of this Order and granting the relief set forth herein are in the best interests of the Debtor and its creditors; and good and sufficient cause having been shown;

**IT IS FURTHER FOUND AND DETERMINED THAT:**

A. The statutory and rule-based predicates for the relief sought in the Sale Motion are sections 105, 363, and 506(c) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “*Bankruptcy Code*”), Rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), and Rule 6004-1 of the Local Rules of the United States Bankruptcy Court for the Western District of Pennsylvania (the “*Local Rules*”).

B. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), the Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of judgment as set forth herein.

C. As evidenced by certificates filed with the Court, proper, timely, adequate, and sufficient notice of, and a reasonable opportunity to object or otherwise to be heard regarding: (i) the entry of the Bid Procedures Order and the dates and deadlines set forth therein, including the procedures required for the submission of Qualified Bids for the Debtor’s Assets and for participation by Qualified Bidders at the Auction; (ii) the Sale Motion; (iii) the Sale Hearing; (iv)

the transactions contemplated under the Purchase and Sale Agreement (the “PSA”) of Keldon Holdings, LLC (the “*Successful Bidder*”), including the sale of the Debtor’s Assets (the “*Sale*”) has been provided as required by the Bid Procedures Order, and the same constitutes good and sufficient notice of, and a reasonable opportunity to object or be heard regarding the Sale Motion, the Auction, the Sale Hearing, and the entry of this Order, under sections 102(1), and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 6006 and 9014, the Local Rules, and the Procedures Orders. No other or further notice of, opportunity to object to, or other opportunity to be heard regarding, the Sale Motion, the Sale Hearing, or the entry of this Order need be given to any entity.

D. As demonstrated by the representations of counsel made on the record at the Sale Hearing, the Debtor and its professionals and other representatives have complied in all respects and in good faith with the Bid Procedures Order, including by affording entities that expressed an interest in submitting a Qualified Bid a full, fair, and reasonable opportunity to obtain necessary due diligence information and to submit the materials required under the Procedures Orders by the Bid Deadline.

E. As indicated in the Notice Regarding Qualified Bidders filed on February 22, 2021, the only Qualified Bid received was that of the Successful Bidder. (See Document No. 666). Accordingly, no Auction was conducted prior to the Sale Hearing.

F. The Debtor is the sole and lawful owner of, and has clear and marketable title to, the Debtor’s Assets to be sold, including all items of personal property owned by the Debtor as identified in the PSA.

G. The Successful Bidder has offered to purchase the Debtor’s Assets free and clear of all Liens and Claims (defined below), subject to any expressly assumed liabilities, the

charitable use restriction, and any other permitted exceptions as provided in PSA, to the full extent authorized under section 363(f) of the Bankruptcy Code, with the same to attach to the Sale Proceeds, if any, with the same validity and priority and to the same extent as existed before the Sale. The Successful Bidder would not enter into its PSA to purchase the Debtor's Assets other than through a sale of such Debtor's Assets free and clear of all Liens and Claims.

H. The offer to purchase the Debtor's Assets made by the Successful Bidder, under the terms and conditions set forth in its PSA: (i) represents the highest or otherwise best offer obtained for the Debtor's Assets; (ii) is for fair, adequate, and sufficient consideration that constitutes reasonably equivalent value for the Debtor's Assets being conveyed to the Successful Bidder; and (iii) would not have been made by the Successful Bidder absent the protections afforded to the Successful Bidder by the Bid Procedures Order, their PSA, the Bankruptcy Code, and this Order.

I. The Debtor's determination to designate the Successful Bidder and bring the Debtor's Assets to Auction and Sale, each constitutes a reasonable exercise of the Debtor's business judgment and each is in the best interests of the Debtor and its creditors. The Debtor has articulated sound business reasons for consummating the PSA and for selling the Debtor's Assets pursuant to its Chapter 11 Plan.

J. Each entity with a Lien (as defined below) in any of the Debtor's Assets to be transferred on the closing date of the Sale has (i) consented to, or is deemed to have consented to, the Sale free and clear of such Lien, (ii) could be compelled in a legal or equitable proceeding to accept money in satisfaction of such Lien, or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code and has been satisfied as to all such Liens and Claims. Those holders of Liens and Claims who did not object, or who withdrew their objections, to the

Sale or the Sale Motion are deemed to have consented to entry of this Order pursuant to section 363(f)(2) of the Bankruptcy Code. Each holder of a Lien that did not so object is adequately protected by having its Lien, if any, attach to the net cash proceeds of the Sale ultimately attributable to the property against or in which it asserts a Lien, with the same validity and priority, and to the same extent, as existed before the Sale, and subject to: (i) the terms of the instruments that created such Lien and to any claims; (ii) defenses the Debtor and its bankruptcy estate may possess with respect thereto; and (iii) the Debtor's right to surcharge the Debtor's Assets pursuant to Section 506(c) of the Bankruptcy Code for necessary and reasonable professional fees and expenses incurred in connection with the Sale and the preservation of the Debtor's Assets (collectively, the "*Surcharges*"). Therefore, approval of the PSA and consummation of the Sale free and clear of Liens and Claims is appropriate pursuant to section 363(f) of the Bankruptcy Code.

K. The Successful Bidder is not holding itself out to the public as a continuation of the Debtor and no common identity of directors, stockholders, members, or other equity holders exists between the Successful Bidder and the Debtor. The transactions contemplated by the PSA do not amount to a consolidation, merger, or *de facto* merger of the Successful Bidder and the Debtor; there is neither substantial continuity of enterprise between the Debtor and Successful Bidder, nor is any Successful Bidder a mere continuation of the Debtor. The Successful Bidder does not constitute a successor to the Debtor.

L. To the fullest extent authorized by section 363(f) of the Bankruptcy Code, the Successful Bidder's acquisition of the Debtor's Assets shall be free and clear of any claims and successor liability claims of any nature whatsoever, whether known or unknown and whether asserted or unasserted as of the closing on the Sale.

M. The transfer of the Debtor's Assets to the Successful Bidder is or will be a legal, valid, and effective transfer of the Debtor's Assets, and will vest the Successful Bidder on the Closing Date (as defined in the PSA) with all right, title, and interest in and to the Debtor's Assets described in the respective PSA, free and clear of the Liens and Claims, except those explicitly and expressly excluded by the Successful Bidder in the PSA or this Order, including the applicable charitable use restriction referenced in the PSA.

N. The PSA and the transactions contemplated thereunder were negotiated at arms' length, without collusion, and in good faith within the meaning of section 363(m) of the Bankruptcy Code.

O. The Debtor and the Successful Bidder did not engage in any conduct that would allow the PSA to be set aside pursuant to section 363(n) of the Bankruptcy Code.

P. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

Q. To the extent any of the findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

**IT IS HEREBY ORDERED THAT:**

1. The Sale Motion is GRANTED as set forth herein.
2. All objections and responses to the Sale Motion that have not been overruled, withdrawn, waived, settled, or resolved, and all reservations of rights included therein, are hereby overruled and denied; provided however, that the distribution of the Sale Proceeds net of Costs of Sale shall be held in escrow pending further Order of Court.

3. The Debtor, in transferring the Debtor's Assets pursuant to this Order and section 363 of the Bankruptcy Code, are deemed, under section 1107(a) of the Bankruptcy Code, to have all rights and powers to perform all the functions and duties of a trustee serving in a case under chapter 11, and will transfer the property pursuant to this Order.

4. The Sale includes, among other things, transfer of title to the Water Supply to the Successful Bidder. Upon closing of the Sale, Debtor and the Successful Bidder shall submit a complete application to transfer the Water Supply Permits issued by the Pennsylvania Department of Environmental Protection identified as Permit Nos. 2009505, 2009505-MA1 and 2084504-T2-MA2.

5. Upon closing of the Sale, the Successful Bidder assumes the continued operational aspects of the Water Supply, including the employment of Certified Personnel (as defined in 25 Pa. Code § 109.704(a)) and the responsibility to ensure the collection, analysis and reporting of compliance samples from the Water Supply.

6. The Sale of the Debtor's Assets to the Successful Bidder under the PSA constitutes a transfer for reasonably equivalent value and fair consideration. The Sale of the Debtor's Assets to the Successful Bidder is a legal, valid, and effective transfer of the Debtor's Assets notwithstanding any requirement for approval or consent of any entity. The Sale of the Debtor's Assets to the Successful Bidder is on an AS IS, WHERE IS basis consistent with the terms of the PSA.

7. To the fullest extent permitted by applicable law, neither the Successful Bidder nor its affiliates, successors or assigns shall, as a result of the consummation of the transactions set forth in the PSA: (i) be a successor to the Debtor or the Debtor's bankruptcy estate; (ii) have, *de facto* or otherwise, merged consolidated with or into the Debtor or the Debtor's

bankruptcy estate; (iii) be a continuation or substantial continuation of the Debtor or any enterprise of the Debtor; or (iv) be a joint employer or co-employer with, or successor employer of the Debtor. The Successful Bidder shall not assume, nor be deemed to assume or in any way be responsible for any prepetition or postpetition liability or obligation of the Debtor and/or its bankruptcy estate, except as expressly provided for in the PSA.

8. Pursuant to sections 105 and 363(b) and (f) of the Bankruptcy Code, title to the Debtor's Assets shall pass to the Successful Bidder on the Closing Date, free and clear of any and all liens (including mechanic's, materialmen's, and other consensual and nonconsensual liens and statutory liens), security interests, encumbrances and claims (including, but not limited to, any "claim" as defined in section 101(5) of the Bankruptcy Code), reclamation claims, mortgages, deeds of trust, pledges, any liabilities or obligations under any State or Federal WARN Act or similar law, any liabilities or obligations under COBRA, covenants, restrictions, hypothecations, charges, indentures, loan agreements, instruments, contracts, leases, licenses, options, rights of first refusal, rights of offset, recoupment, rights of recovery, judgments, orders and decrees of any court of foreign or domestic governmental entity, claims for reimbursement, contribution, indemnity or exoneration, assignment, debts, charges, suits, rights of recovery, interests, products liability, alter-ego, environmental, successor liability, tax and other liabilities (including without limitation real estate taxes and any federal, state or local taxes of any kind), causes of action and claims, to the fullest extent of the law, in each case whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or noncontingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, or know or unknown, whether arising prior to, on, or subsequent to the Petition Date,

whether imposed by agreement, understanding, law, equity or otherwise (collectively, the “*Liens and Claims*”), with all such Liens and Claims upon the Debtor’s Assets to be unconditionally released, discharged, and terminated as against either the Debtor’s Assets or the Successful Bidder; provided, however that any assumed liabilities as set forth in the PSA shall be excluded from the definition of Liens and Claims and the charitable use restriction affecting the Debtor’s Assets shall continue.

9. Any such Liens and Claims shall attach to the proceeds of the sale of the Debtor’s Assets with the same priority, validity, force, and effect (if any) as existed with respect to the Debtor’s Assets as of the Petition Date and shall be paid from the Sale Proceeds of the Debtor’s Assets net of the Costs of Sale (including any Breakup Fee) and any applicable Surcharges pursuant to Section 506(c) of the Bankruptcy Code.

10. To the extent one or more third parties have possession or control of any of the Debtor’s Assets, such third parties are hereby directed to turnover and deliver such assets to the Successful Bidder and any Liens and Claims shall attach to the Sale Proceeds in accordance with this Order.

11. The provisions of this Order authorizing the Sale of the Debtor’s Assets free and clear of Liens and Claims shall be self-executing, and neither the Debtor nor the Successful Bidder shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the foregoing provisions of this Order: provided, however, that this paragraph shall not excuse such parties from performing any and all of their respective obligations under this Order or the PSA. All persons and entities (a) holding Liens and Claims on the Debtor’s Assets, (b) that have filed financing statements, mortgages, or other documents or instruments evidencing claims against the Debtor’s

Assets, or (c) otherwise asserting claims against the Debtor's Assets shall, and hereby are directed to, execute and deliver to the Successful Bidder such releases or termination statements to effectuate the Sale of the Debtor's Assets to the Successful Bidder free and clear of any and all Liens and Claims to the extent requested by the Debtor or the Successful Bidder.

12. The Successful Bidder's offer for the Debtor's Assets, as embodied in the PSA, is the highest and best offer for the Debtor's Assets and is hereby approved.

13. The PSA, substantially in the form attached hereto as Exhibit 1, is hereby approved pursuant to section 363(b) of the Bankruptcy Code and the Debtor is authorized to consummate and perform all of its obligations under the PSA and to execute such other documents and take such other actions as are necessary or appropriate to effectuate the PSA. For the avoidance of doubt, the Debtor and the Successful Bidder may make non-material changes to the PSA up to the closing of the Sale and will provide notice of any such changes to the Secured Non-Tax Claim Representative.

14. Pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Sale by the Debtor to the Successful Bidder for the Debtor's Assets and transactions related thereto, upon the closing under the PSA, are authorized and approved in all respects.

15. The terms of this Order shall be binding on the Successful Bidder and its successors and assigns, the Debtor, creditors of the Debtor, and on all other parties in interest in the Debtor's chapter 11 case, and any successors of the Debtor.

16. The Successful Bidder is a good faith purchaser entitled to the benefits and protections afforded by section 363(m) of the Bankruptcy Code.

17. With respect to the transactions consummated pursuant to this Order, this Order shall be the sole and sufficient evidence of the transfer of title to the Successful Bidder, and the

sale transaction consummated pursuant to this Order shall be binding upon and shall govern the acts of all persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the property sold pursuant to this Order, including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental departments, secretaries of state, and federal, state, and local officials, and each of such persons and entities is hereby directed to accept this Order as sole and sufficient evidence of such transfer of title and shall rely upon this Order in consummating the transactions contemplated hereby.

18. Pursuant to section 105 of the Bankruptcy Code, creditors of the Debtor are prohibited from taking any actions against the Successful Bidder or the Debtor's Assets; provided, however, that nothing in this paragraph shall prevent any party from seeking to enforce against the Successful Bidder any applicable rights or obligations under the respective PSA.

19. Except as otherwise provided for herein and in the PSA, the transfer of the Debtor's Assets and the assignment of contracts and leases set forth therein (collectively, the "*Assigned Contracts*") does not and will not subject the Successful Bidder and/or its affiliates, designees, assignees, successors, or any of their properties, assets, officers, directors, members, employees, or equity holders (together with Successful Bidder, the "*Successful Bidder Entities*") to any liability by reason of such transfers and assignments under the laws of the United States, any state, territory, or possession thereof, in whole or in part, directly or indirectly, on any theory of law or equity, including, without limitation, any theory of successor or transferee liability, persons and entities hereby are forever barred, estopped, and permanently enjoined from

asserting such persons' or entities' Liens and Claims against the Successful Bidder Entities.

20. Effective on the Closing Date, all parties and/or entities asserting Liens and Claims and contract rights against the Debtor and/or any of the Debtor's Assets are hereby permanently enjoined and precluded from, with respect to such Liens and Claims: (i) asserting, commencing, or continuing in any manner any action against the Successful Bidder Entities (each a "*Protected Party*," and all such entities collectively, the "*Protected Parties*"), or against any Protected Party's assets or properties, including without limitation against the Debtor's Assets; (ii) the enforcement, attachment, collection, or recovery, by any manner or means, of any judgment, award, decree, or order against the Protected Parties or any properties or Debtor's Assets of the Protected Parties; (iii) creating, perfecting, or enforcing any encumbrance of any kind against the Protected Parties or any properties or Debtor's Assets of the Protected Parties, including without limitation the Debtor's Assets; (iv) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due the Protected Parties; and (v) taking any action, in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Order or the PSA. Neither the Successful Bidder nor the Debtor are required to comply with any "bulk sale" or similar laws relating to the transfer of the Debtor's Assets.

21. The Debtor and the Debtor's estate, on the one hand, and the Successful Bidder Entities, on the other hand, hereby release each other from any and all claims except for such claims that arise from the PSA and this Order.

22. The Court retains jurisdiction to interpret, implement, and enforce the provisions of, and resolve any disputes arising under or related to, this Order and the PSA, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith.

23. The failure specifically to include any particular provisions of the PSA or any of the documents, agreements, or instruments executed in connection therewith in this Order shall not diminish or impair the force of such provision, document, agreement, or instrument, it being the intent of the Court that the PSA and each document, agreement, or instrument be authorized and approved in its entirety.

24. Pursuant to the PSA and section 365(k) of the Bankruptcy Code, the Debtor shall have no liabilities for any claims arising or relating to or accruing post-Closing under any of the Assigned Contracts.

25. Except as provided in the PSA and this Order, the Debtor shall be responsible for all obligations that arise prior to the Closing Date relating to all Assigned Contracts unless otherwise agreed to by and between the Debtor, Successful Bidder and the counterparty to the Assigned Contract.

26. The Successful Bidder shall not be deemed to be a joint employer, single employer, co-employer, or successor employer with the Debtor for any purpose or under the laws of the United States, any state, territory, or possession thereof and, except as specifically set forth in the PSA, the Successful Bidder shall not have any obligation to pay any past wages, benefits, or severance pay or extend or make any benefits or benefit programs, including COBRA or any similar laws or regulations, to any of Debtor's employees or former employees, including any such employees who may become employees of the Successful Bidder.

27. The Debtor is hereby authorized to (a) take all other and further actions as may be reasonably necessary consummate and implement the Sale; (b) perform all obligations under the PSA, and (c) execute all other documents and instruments related to and connected with the Sale and the consummation thereof, all without any further corporate action or order of the Court.

28. To the extent there are any inconsistencies between the terms of this Order, the PSA, and any prior order or pleading with respect to the Sale Motion in the Debtor's chapter 11 case, the terms of this Order shall govern.

29. Notwithstanding the provisions of Rules 6004(h) and 6006(d) of the Bankruptcy Rules, this Order shall not be stayed for 14 days after entry and shall be effective immediately upon entry, and the Debtor and the Successful Bidder are authorized to close the Sale immediately upon entry of this Order.

30. Nothing in this Order shall modify or waive any closing conditions or termination rights in the PSA, and all such conditions and rights shall remain in full force and effect in accordance with their terms.

31. This Sale is made pursuant to the Debtor's Chapter 11 Plan of Reorganization confirmed by this Court by Order entered September 6, 2016. Therefore, in accordance with 11 U.S.C. § 1146(a), the Sale is exempt from taxation under any laws imposing a stamp tax, state or local transfer tax, or similar tax; *provided however that*, to the extent any taxing authority claims such Sale is not exempt from taxation under any laws imposing a stamp tax, state or local transfer tax, or similar tax, such party must file a written objection with the Bankruptcy Court within 14 days of entry of this Order. If a timely objection is filed, then the Court will hold a hearing and decide the Section 1146(a) stamp tax issue *de novo*. If no such objection is timely filed, then the exemption provided for in this paragraph shall be allowed and final.



jsf

March 2, 2021

Date

JEFFERY A. DELLER  
United States Bankruptcy Judge

FILED  
3/2/21 3:26 pm  
CLERK  
U.S. BANKRUPTCY  
COURT - WDPA

**EXHIBIT 1**

*Successful Bidder's Purchase And Sale Agreement*

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the Effective Date by and between the **Trustees of Conneaut Lake, Inc.** a Pennsylvania Nonprofit Corporation ("Seller"), and **Keldon Holdings, LLC, a Pennsylvania Limited Liability Company** ("Purchaser"). Each of Purchaser and Seller is sometimes hereinafter referred to individually as a "Party" and together as the "Parties."

### BACKGROUND

Seller is the owner of certain real Property located in Sadsbury and Summit Townships in Crawford County, Pennsylvania, as depicted in the drawing attached as Exhibit "A" attached hereto and incorporated herein and as more particularly described in a deed dated September 15, 1997 and filed in the Crawford County Recorder's Office at Instrument No. 9700010144 and a deed dated August 1, 1997 and filed in the Crawford County Recorder's Office at Record Book 355, Page 911 (collectively, the "Deed"), less any out sales (the "Property"). Seller owns and operates on the Property a vintage amusement park, a water park, a camper rental area, a boat marina, and a water supply company (collectively, the "Business"). In addition, the Seller owns the Hotel Conneaut (the "Hotel") which is operated by a third party pursuant the Hotel Conneaut Lease Agreement dated January 1, 2016 and its extensions (the "Hotel Lease") as attached hereto as Exhibit "B". In the operation of the Business, the Seller utilizes certain tangible property, intangible property, agreements and permits as further defined herein (collectively, the "Business Assets").

Pursuant to the terms and conditions set forth herein, the Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller, the Property, the Business Assets, the Hotel, and its rights to the Hotel Lease.

NOW, THEREFORE, in consideration of the covenants, agreements, and promises herein contained, and in consideration of the payment of the Earnest Money, the parties hereto do hereby covenant and agree as follows:

1. **Purchase and Sale.** Seller agrees to sell, transfer, assign and convey to Purchaser, and Purchaser agrees to purchase, accept and assume, subject to the terms and conditions stated herein, all of Seller's right, title and interest in and to the Property, the Business Assets, the Hotel, and the rights to the Hotel Lease.

2. **Purchase Price and Earnest Money.** The "Purchase Price" of the Property, the Business Assets, the Hotel, and the rights to the Hotel Lease shall be One Million Two Hundred Thousand Dollars (\$1,200,000.00), to be paid to Seller at Closing, subject to adjustment as set forth herein. No later than three (3) Business Days following the Effective Date, Purchaser shall deposit with Shafer Law Firm, P.C. ("Escrow Agent"), the sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00.00) via certified funds or wire transfer (the "Earnest Money"), which Earnest Money shall be credited to the Purchase Price at Closing or otherwise distributed pursuant to this Agreement and any escrow agreement required by Escrow Agent and reasonably satisfactory to Seller.

In addition, Purchase shall deposit with the Escrow Agent, on or before three (3) business days prior to the hearing for the approval of this transaction with the U.S. Bankruptcy Court for the Western District of Pennsylvania (as more particularly described in Paragraph 4(d) below) the sum of FOUR HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00.00) via certified funds or wire transfer (the "Additional Earnest Money") to the Escrow Agent's account, which Additional Earnest Money shall be credited to the Purchase Price at Closing or otherwise distributed pursuant to this Agreement and any escrow agreement required by Escrow Agent and reasonably satisfactory to Seller.

**3. Condition of Title/Confidentiality.**

(a) Condition of Title. Title to the Property shall be conveyed by Seller to Purchaser by special warranty deed (the "Deed"), subject only to real estate taxes and assessments, both general and special, which are a lien but not yet due and payable as of the Closing Date and to such additional exceptions noted in the Title Commitment, if any, that do not constitute "Unpermitted Encumbrances" within the meaning of *Section 3(b)* (collectively, the "Permitted Encumbrances"); provided, however, that current real estate taxes and assessments that are a lien but not yet due and payable, and any matters that are the direct result of actions of Purchaser or its agents, representatives or assigns, or any matters approved in writing by Purchaser, shall be Permitted Encumbrances.

(b) Title Insurance Commitment and Survey. For a period of thirty (30) days after the Effective Date (the "Title Review Period"), Purchaser shall have the right, but not the obligation, to review the condition of title to the Property. Purchaser, at its sole cost and expense, may obtain a commitment (the "Title Commitment") for an Owner's Policy of Title Insurance to be issued for the Property by a title agent selected by Purchaser and satisfactory to Seller in its reasonable discretion. Purchaser also may obtain a survey of the Property (the "Survey") at its sole cost and expense. In the event the Title Commitment discloses exceptions to title, other than standard or general exceptions, to which Purchaser objects, Purchaser shall so notify Seller and shall deliver to Seller legible copies of all documents cited, raised as exceptions or noted in the Title Commitment (collectively, the "Title Documents"). Purchaser shall have until the end of the Title Review Period to notify Seller in writing of any such exceptions that Purchaser finds objectionable (the "Unpermitted Encumbrances"). Upon receipt of a notice of Unpermitted Encumbrances with respect to the Property from Purchaser, Seller shall have twenty (20) days to have the Unpermitted Encumbrances corrected, removed from the Title Commitment, or, if Purchaser so agrees, to have the title insurer commit to insure against loss or damage occasioned thereby. If Seller fails to have said Unpermitted Encumbrances so removed or insured over (with Purchaser's approval which shall not be unreasonably withheld or delayed) within the period allowed to Seller set forth above, then Purchaser, at Purchaser's option, may, within five (5) days thereafter, elect any one (1) of the following: (i) terminate this Agreement, in which event neither Party shall have any further liability hereunder other than for those provisions which expressly survive the termination of this Agreement; (ii) consummate the transaction contemplated herein, and take title to the Property; or (iii) extend the time period allowed to Seller to have said exceptions removed or insured over as set forth above (and to extend the scheduled Closing Date, if necessary) for a period of thirty (30) days (in which case the elections set forth in clauses (i) and (ii) above shall apply at the expiration of such five (5) day period). If Purchaser does not elect clause (i), (ii), or (iii) above within the requisite five (5) day period, Purchaser shall be deemed to

have elected clause (ii) above. A copy of the permitted title exceptions are referenced in Exhibit "C" attached hereto and incorporated herein.

(c) Confidentiality. Purchaser shall keep confidential the Confidential Information (as defined herein), whether furnished to, or obtained by, Purchaser before or after the date of this Agreement. The term "Confidential Information" includes, without limitation, all notes, analyses, compilations, studies or other documents concerning the Property, including without limitation reports, sampling data and other documents resulting from environmental assessments, whether gathered or prepared by Purchaser or others ("Due Diligence Materials"). The term "Confidential Information" does not include information that is or becomes generally available to the public other than as a result of a disclosure by Purchaser, or its affiliates, successors, employees, agents, representatives, or lenders (collectively, "Representatives") or which becomes available to Purchaser or its Representatives on a non-confidential basis from a source other than Seller, provided that the source is not violating an express or implied confidentiality agreement. The Confidential Information shall be used solely to assist Purchaser in its review of the Due Diligence Materials. Purchaser agrees not to disclose the Confidential Information to any person or entity, or to use the Confidential Information other than in connection with the review of Due Diligence Materials, without the prior written consent of Seller; which may be withheld in Seller's sole discretion. Purchaser may, however, disclose the Confidential Information to Purchaser's Representatives who require such Confidential Information on a need to know basis in connection with the review of Due Diligence Materials provided that such Representatives are required as a term of their employment to keep the Confidential Information confidential in accordance with the terms of this Section. Notwithstanding anything herein to the contrary, Purchaser shall in all instances be responsible for any breach of this Section by such Representatives. In the event that Purchaser is requested or required by any court or government authority of competent jurisdiction to disclose any Confidential Information, Purchaser shall provide prompt notice to Seller of such request so that Seller may seek an appropriate protective order or waive Purchaser's compliance with this Section. If, in the absence of a protective order or the receipt of a waiver hereunder, Purchaser is nonetheless, in the reasonable opinion of its counsel, compelled to disclose such Confidential Information or else stand liable for contempt or suffer censure or penalty, Purchaser agrees to furnish, after first giving notice to Seller, only that portion of the Confidential Information which is legally required. In the event that the underlying prospective transaction between Seller and Purchaser is terminated for any reason, Purchaser shall promptly deliver to Seller all written Confidential Information provided to, or obtained by, Purchaser and Purchaser shall not retain any copies, extracts or other reproductions in whole or part of such written Confidential Information. In that event, all documents, memoranda, notes, and other writing whatsoever prepared by Purchaser based on the Confidential Information shall be destroyed. The provisions of this Section shall survive the Closing.

(d) Notwithstanding anything to the contrary, the Purchaser acknowledges that the Property is subject to a "public use" provision as set forth in the Deed that states as follows:

In Trust, Nevertheless, for the use of the general public forever, subject, however, to the rules and regulation for the use of said land to be known as "Conneaut Lake Park" as may be made from time-to-time by the Trustees of Conneaut Lake Park, Inc., and their successors; And Further specifically, in part for use as a public

amusement park and the like, and in part for use as a public park with open parkland and the like, and in part for use of public buildings and the like, forever; And Further, in addition specifically, in part for public access to and use of Conneaut Lake and the lake shore, for swimming and boating and the like, forever; And Further, for other like and similar and related public purposes; all forever.

4. **Closing.**

(a) **Time and Place.** Subject to the Bankruptcy Court approval as set forth herein, the consummation of the transaction contemplated hereby (the "Closing") shall be held during normal business hours on the date that is on or before sixty (60) days after the Effective Date (the "Closing Date") or on such earlier date agreed upon by the Parties, at a location mutually agreeable to the Parties. The Parties agree that the conveyance of the Property and the tendering of the Deed as described below and the conveyance of the Business Assets shall be subject to Purchaser paying the balance of the Purchase Price due in cash or other immediately available funds at the Closing, subject to any credits and/or prorations under this Agreement.

(b) **Closing Costs.** Purchaser and Seller shall split evenly the Pennsylvania and local transfer tax. Buyer shall pay all recording fees with respect to the Deed. Seller shall pay any recording fees required for remedy of the Unpermitted Encumbrances. Buyer shall pay for an owner's title insurance policy with any desired endorsements. Each party shall pay its own attorney's fees. Seller and Purchaser further agree that any closing costs not otherwise provided for herein shall be paid according to the prevailing customs for commercial property transactions in the county and the state where the Property are located.

(c) **Closing Prorations.** At Closing, all items customarily prorated (with the exception of ad valorem taxes and assessments) shall be prorated between Seller and Purchaser as of 12:01 a.m. on the date of Closing based upon the actual number of days in each month and year applicable to such calculation. Neither party shall be entitled to additional funds based upon re-prorations or adjustments after Closing. All ad valorem taxes and assessments for the year 2020 shall be paid by Purchaser.

(d) **Bankruptcy Court Approval.** The obligation of the Seller to convey the Property, the Business Assets, and the Hotel as set forth herein and the obligation of the Purchaser to acquire the same, is contingent upon the this transaction receiving approval from the U.S. Bankruptcy Court for the Western District of Pennsylvania in the Seller's Bankruptcy case filed at Case No. 14-11277. The Purchaser is aware that a motion to approve this sale (the "Stalking Horse Motion") will be submitted to the Bankruptcy Court and said motion will be subject to a public hearing for its approval wherein third parties are permitted to bid subject to Court approved Stalking Horse Motion bidding instructions and Overbid Protection.

5. **Closing Deliveries.**

(a) At Closing, Seller shall deliver or cause to be delivered the following:

(i) A special warranty deed (the "Deed");

(ii) an affidavit or certificate in compliance with Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), and any regulations promulgated thereunder, stating under penalty of perjury Seller's United States identification number and that Seller is not a "foreign person" as that term is defined in Section 1445;

(iii) a settlement statement;

(iv) the amount, if any, due from Seller to Purchaser in respect of prorations, as provided in *Section 4(c)* hereof;

(v) Good Standing certificate for Seller from Pennsylvania;

(vi) No lien certificate from Pennsylvania;

(vii) Resolution authorizing sale and execution of Deed;

(viii) such other items reasonably necessary for consummating the transaction contemplated hereby;

(ix) An Order from the U.S. Bankruptcy Court for the Western District of Pennsylvania approving this transaction;

(x) Bill of Sale to the Business Assets as set forth in paragraph 16;

(xi) Assignment of Permits, Contracts and Agreements set forth in Schedule 16(g); and

(xii) Assignment of Hotel Lease.

(b) At Closing, Purchaser shall deliver the following:

(i) the Purchase Price, as adjusted by prorations and costs as provided in this Agreement;

(ii) a settlement statement; and

(iii) such other items reasonably necessary for consummating the transaction contemplated hereby.

(c) All documents listed in *Section 5(a)* and *Section 5(b)* above must be duly and properly executed by the respective parties thereto. Unless otherwise agreed by the parties, counsel for Purchaser will draft the closing documents.

**6. Representations and Warranties of Seller.** Seller, in order to induce Purchaser to enter into this Agreement and to complete Closing, makes the following representations and warranties to Buyer:

(a) Seller has the full and lawful unrestricted right and power to execute, deliver, and perform its obligations under this Agreement and to complete all transactions contemplated hereunder. On the Closing Date, Seller will have obtained all consents, approvals,

and authorizations from all persons, entities, and governmental authorities required to enter into this Agreement and to consummate the transactions contemplated hereby.

(b) No proceedings or actions are pending or, to Seller's Knowledge, threatened, which do or might limit or impair any of the powers, rights, or privileges of Seller necessary to enter into and be bound by this Agreement and to consummate the transactions contemplated hereby. To Seller's Knowledge, there is no action, proceeding, or investigation, pending or threatened, which questions the validity or enforceability of this Agreement, nor any document or agreement affecting Seller. "Seller's Knowledge" shall mean the actual knowledge of Seller.

(c) This Agreement is the legal, valid, and binding obligation of Seller, and is enforceable against Seller in accordance with its terms, except to the extent such enforcement may be affected by general principles of equity, or by bankruptcy and other laws affecting the rights of creditors generally; the execution and delivery of this Agreement and compliance with the terms and conditions of this Agreement by Seller, will not breach or conflict with any of the terms, conditions, or provisions of any agreement or instrument to which Seller is a party or by which Seller is bound, or constitute a default thereunder; and the authorization, execution, and delivery of this Agreement and the consummation of the transactions contemplated hereby, will not, with or without the giving of notice: Violate, conflict with, or result in the breach of any terms or provisions of, or require any notice, filing, or consent under (I) any statutes, laws, rules, or regulations of any governmental body applicable to Seller or the Business Assets; or (II) any judgment, decree, writ, injunction, order, or award of any arbitrator, court, or governmental authority binding upon Seller or the Business Assets; or (III) the organizational documents of Seller; or Conflict with, result in the breach of any terms or provisions of, require any notice or consent under, give rise to a right of termination of, or constitute a default under, any agreement or instrument or instrument of any kind to which Seller is a party or by which Seller is bound.

(d) Seller has paid all relevant taxes when due relating to it or the Business Assets.

(e) Each of the representations and warranties of Seller set forth herein shall be deemed to be made as of the Closing Date and shall survive the Closing for a period of one (1) year thereafter.

(f) Seller shall inform Purchaser of any facts, transactions, or occurrences of which it becomes aware after the date hereof that would render any of the representations and warranties contained in this Section untrue in any material respect.

(g) Non-Foreign Entity. Seller is not a "foreign person" or "foreign corporation" as those terms are defined in the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

(h) No Other Representations or Warranties. Except as expressly set forth in this Section, Seller makes no representation or warranty, express or implied, in respect of any of the Property or the liabilities or operations of Seller, or the Business Assets, or the Hotel including, without limitation, with respect to merchantability or fitness for any particular purpose, and any such other representations or warranties are hereby expressly disclaimed.

7. **Representations and Warranties of Purchaser.** Purchaser, in order to induce Seller to enter into this Agreement and to complete Closing, makes the following representations and warranties to Seller:

(a) Purchaser has the full and lawful unrestricted right and power to execute, deliver, and perform its obligations under this Agreement and to complete all transactions contemplated hereunder. On the Closing Date, Purchaser will have obtained all consents, approvals, and authorizations from all persons, entities, and governmental authorities required to enter into this Agreement and to consummate the transactions contemplated hereby.

(b) This Agreement is the legal, valid, and binding obligation of Purchaser, and is enforceable against Purchaser in accordance with its terms, except to the extent such enforcement may be affected by general principles of equity, or by bankruptcy and other laws affecting the rights of creditors generally; the execution and delivery of this Agreement and compliance with the terms and conditions of this Agreement by Purchaser, will not breach or conflict with any of the terms, conditions, or provisions of any agreement or instrument to which Purchaser is a party or by which Purchaser is bound, or constitute a default thereunder; and the authorization, execution, and delivery of this Agreement and the consummation of the transactions contemplated hereby, will not, with or without the giving of notice.

(c) Each of the representations and warranties of Purchaser set forth herein shall be deemed to be made as of the Closing Date and shall survive the Closing for a period of one (1) year thereafter.

(d) Purchaser shall inform Seller of any facts, transactions, or occurrences of which it becomes aware after the date hereof that would render any of the representations and warranties contained in this Section untrue in any material respect.

(e) Non-Contravention. The execution and delivery of this Agreement by Purchaser and the consummation by Purchaser of the transactions contemplated hereby will not (i) violate any judgment, order, injunction, decree, regulation or ruling of any court or Governmental Entity or (ii) conflict with, result in a breach of, or constitute a default under the organic documents of Purchaser, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which Purchaser is a party or by which it is bound.

(f) Consents. No consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the execution and delivery of this Agreement by Purchaser or the performance by Purchaser of the transactions contemplated hereby.

#### **8. Disclaimer of Warranties; Release.**

(a) Except as otherwise expressly set forth in this Agreement, Seller specifically disclaims any warranty (whether oral or written) concerning (i) the nature and condition of the Property, the Business Assets, and the Hotel and the suitability thereof for any and all activities and uses that Purchaser may elect to conduct thereon, (ii) the compliance of the Property, the Business, the Business Assets, and the Hotel or their operation with any laws, rules, ordinances or regulations of any government or other body and (iii) any other matter whatsoever, in each such case, except as expressly set forth in this Agreement. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SALE OF THE PROPERTY, BUSINESS ASSETS, AND HOTEL PURSUANT TO THIS AGREEMENT IS MADE ON A STRICTLY "AS IS," "WHERE IS" BASIS AS OF THE CLOSING DATE, AND SELLER MAKES NO WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY,

MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, THE BUSINESS ASSETS, AND THE HOTEL INCLUDING, WITHOUT LIMITATION, ANY SOIL CONDITIONS RELATED TO THE PROPERTY.

(b) PURCHASER SPECIFICALLY ACKNOWLEDGES THAT PURCHASER IS NOT RELYING ON (AND SELLER HEREBY DISCLAIMS AND RENOUNCES) ANY REPRESENTATIONS OR WARRANTIES MADE BY OR ON BEHALF OF SELLER OF ANY KIND OR NATURE WHATSOEVER, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT. PURCHASER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, RELEASES SELLER FROM, AND WAIVES, ANY AND ALL CLAIMS AND LIABILITIES AGAINST SELLER FOR, RELATED TO OR IN CONNECTION WITH ANY ENVIRONMENTAL OR PHYSICAL CONDITION AT THE PROPERTY OR BUSINESS OR BUSINESS ASSETS OR THE HOTEL (OR THE PRESENCE OF ANY MATTER OR SUBSTANCE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY), INCLUDING, WITHOUT LIMITATION, CLAIMS OR LIABILITIES RELATING TO (IN ANY MANNER WHATSOEVER) ANY HAZARDOUS, TOXIC OR DANGEROUS MATERIALS OR SUBSTANCES LOCATED IN, AT, ABOUT OR UNDER THE PROPERTY, OR FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER ACTUAL OR THREATENED) BASED UPON, IN CONNECTION WITH OR ARISING OUT OF ANY LAWS RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY WITH RESPECT TO OR AFFECTING THE PROPERTY. PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY AND WITH THE BUSINESS ASSETS, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITIONS THEREOF, AS PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND BUSINESS ASSETS AND THE HOTEL AND THE EXISTENCE OR NON-EXISTENCE OF, OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO, ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY AND WILL RELY SOLELY UPON SUCH INVESTIGATIONS AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR REPRESENTATIVES WITH RESPECT THERETO. UPON CLOSING, PURCHASER SHALL (i) ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, WITHOUT LIMITATION, ADVERSE ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS AND (ii) BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING, WITHOUT LIMITATION, CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, WHETHER KNOWN OR UNKNOWN, WHICH PURCHASER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS OR VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY LAWS RELATED TO ENVIRONMENTAL MATTERS).

(c) PURCHASER ACKNOWLEDGES AND AGREES THAT THE WAIVERS, RELEASES AND OTHER PROVISIONS SET FORTH IN THIS *SECTION 8* WERE A MATERIAL FACTOR IN SELLER'S ACCEPTANCE OF THE PURCHASE PRICE AND THAT SELLER WAS UNWILLING TO SELL THE PROPERTY AND BUSINESS ASSETS AND THE HOTEL TO PURCHASER UNLESS SELLER WAS RELEASED AS EXPRESSLY SET FORTH IN THIS *SECTION 8*. PURCHASER, WITH PURCHASER'S COUNSEL, HAS FULLY REVIEWED THE DISCLAIMERS, RELEASES, AND WAIVERS SET FORTH IN THIS AGREEMENT AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF.

(d) THIS *SECTION 8* HEREOF SHALL EXPRESSLY SURVIVE THE CLOSING, SHALL NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS AND SHALL BE CONSIDERED INCORPORATED INTO THE DEED.

9. **Approval of Overbid Protection.** The Stalking Horse Motion shall provide for an overbid protection in the amount of One Hundred Thousand Dollars (\$100,000.00) over and above the Purchase Price.

10. **Risk of Loss; Casualty and Condemnation.** The risk of loss shall remain on the Seller until Closing. Seller agrees to give Purchaser prompt notice of any fire or other casualty affecting the Property or any portion thereof (a "Casualty") or of any actual or threatened (to the extent that Seller has current actual knowledge thereof) taking, condemnation or other like proceeding of the Property or any portion thereof (a "Condemnation"). If prior to the Closing, all or a substantial portion of the Property or Business Assets or the Hotel are affected by a Casualty or a Condemnation, Purchaser shall elect within fifteen (15) days from and after notice of such event from Seller, by written notice to Seller, either: (i) not to close the transaction contemplated hereby, in which event the Earnest Money shall be refunded to Purchaser and, except for those provisions which survive termination of this Agreement, this Agreement shall be void and of no further force and effect; or (ii) to close the transaction contemplated hereby in accordance with its terms but subject to such Casualty or Condemnation, in which event the Purchase Price shall not be reduced and Seller shall assign to Purchaser all of Seller's rights in any insurance proceeds or condemnation awards. If Purchaser does not make such election within the aforesaid fifteen (15) day period, then Purchaser shall be deemed to have elected to close the transaction contemplated hereby in accordance with clause (ii) of this section. For purposes of this *Section 10*, a "substantial portion" of the Property/Business Assets/Hotel shall be deemed to be a portion valued at twenty percent (20%) or more of the assessed value of the each. If any Casualty or Condemnation affects less than a substantial portion of the Property/Business Assets/Hotel, then Purchaser shall be obligated to proceed with Closing and Seller shall assign to Purchaser all of Seller's rights in any insurance proceeds or condemnation awards. In no event shall the occurrence of a Casualty or a Condemnation give rise to a claim by Purchaser against Seller for default under this Agreement.

11. **Purchaser's Contingencies.** The obligations of the Purchaser are not contingent upon any condition except as follows:

(a) Review of all leases, permits, surveys, and historical registries affecting the Property with confirmation;

(b) Inspection of all Business Assets as set forth in Paragraph 16; and

(c) Review the PUC water supply tariff, DEP License Agreement (DEP file No. E20-584) permitting the boat docks, and Hotel Lease and confirmation of the assignment of each.

12. **Sewer.** The Property is serviced by public sewer.

13. **Default; Remedies.** In the event of either party's default hereunder, the non-defaulting party agrees to provide the defaulting party with written notice of such default specifying the nature of such default. The defaulting party shall have a five (5) day period after the date of receipt of said notice in which to cure said default. In the event Seller does not cure any default of which it has received notice within said five (5) day period and Purchaser is ready, willing and able to perform all obligations imposed upon Purchaser hereby, Purchaser shall be entitled to terminate this Agreement and receive an immediate refund of all Earnest Money paid hereunder (and the parties shall have no further rights or obligations hereunder except for those that expressly survive a termination of this Agreement) or to pursue an action for specific performance of this Agreement within thirty (30) days after the expiration of the five (5) day period within which Seller has not cured a default for which it has received notice. In no event shall Purchaser be entitled to pursue a claim for damages against Seller. In the event Purchaser does not cure any default of which it has received notice within said five (5) day period and the transaction contemplated hereby is not closed by reason of Purchaser's default (and Seller has performed all of its obligations hereunder) then the Earnest Money shall be paid to Seller as full liquidated damages, this Agreement shall be null and void, and none of the Parties hereto shall have any further rights or obligations hereunder, except for such rights or obligations that survive a termination of this Agreement.

14. **Broker.** The parties acknowledge that neither has any agreement or obligation to any broker, realtor, or any other person for any commission on this sale.

15. **Notices.** Except as may otherwise be provided for in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be sufficient if delivered to the party being given such notice at the respective address set forth below by one of the following methods: (a) in person, (b) by overnight delivery service prepaid, (c) by U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, or (d) email transmission with a copy sent no later than the next Business Day by method (a), (b) or (c).

As to Purchaser:        Todd Joseph  
                                  713 Broad Acres Rd.  
                                  Penn Valley/Narberth, Pa  
                                  Email: tjosephproperties@hotmail.com

with a copy to:

As to Seller:            Trustees of Conneaut Lake Park, Inc  
                                  c/o Economic Progress Alliance of Crawford County  
                                  789 Bessemer St.  
                                  Meadville, Pa 16335  
                                  Attn: James J. Becker

with a copy to:

Such notices shall be deemed to have been given as of the date and time actually received by the receiving party. Any party may change said address by giving the other parties hereto notice of such change of address.

**16. Business Assets.** In addition to the Property and Hotel, the Seller agrees to convey, free and clear of all liens, encumbrances, and title defects, to the Purchaser all right, title, and interest in the Business Assets as more particularly set forth below:

(a) Water System –the water delivery system including: water holding tank, conveyance system, purification system, rights to servicing customers, PUC water supply tariff filed at Docket A-210096, and all other assets utilized in the water system as set forth on Schedule 16(a);

(b) Amusement Park –all amusement rides, equipment, booths, kiosks, picnic tables, and any other personal property utilized in the operation of the Amusement Park as set forth on Schedule 16(b);

(c) Water Park –the water park structure and all equipment, materials, and water supply system for the operation of the water park as set forth on Schedule 16(c);

(d) Hotel Personal Property– Subject to the existing Hotel Lease and the claims of the Tenant of the Hotel Lease, and all personal property located in and around the Hotel, as set forth on Schedule 16(d);

(e) Boat Dock System –a 30-slip docking system, the DEP License Agreement (DEP file No. E20-584) permitting the boat docks, and the Seller’s interest in all leases for the boat slips;

(f) Camperland –the facilities utilized in the operation of the 50-pad camper park and all related equipment and the Seller’s interest in all Leases for the camper pads as set forth on Schedule 16(f);

(g) Contract, Permits, and Agreements – all contracts, permits, and agreements including, but not limited to, the Hotel Lease, as set forth on Schedule 16(g);

(h) Intangible Assets – all websites, telephone numbers, social media sites, trademarks, logos, email addresses, domain names, catalogs, sales and promotional materials, the name “Conneaut Lake Park” and its derivations, and all other intellectual property and intangible assets as set forth on Schedule 16(h);

(i) All mailing lists, customer lists, vendor lists, manuals, and business procedures; and

(j) All other tangible and intangible personal property utilized in the Business.

17. **Accounts Receivable.** The parties acknowledge that the Seller has collected, and will continue to collect, fees paid pursuant to dock slip rental agreements and Camperland pad rentals. The parties agree to prorate the collected accounts receivable between the parties as set forth on Schedule 17 which is to be updated as of Closing Date.

18. **Liabilities.** Except as expressly set forth in this Agreement, it is expressly agreed by the parties that Purchaser shall not assume, take title to, or in any way be liable or responsible for any debts, liabilities or obligations of Seller including, but not limited to, the following:

- (a) liabilities or obligations of Seller which may arise by reason of this Agreement;
- (b) liabilities or obligations for Federal, state, local or other taxes;
- (c) liabilities and obligations which may arise by reason of, or with respect to, the dissolution or liquidation of Seller;
- (d) liabilities or obligations incurred by Seller after the Closing Date;
- (e) any liabilities or obligations of Seller associated with Seller's operation of the Business prior to the Closing Date;
- (f) any liability or obligation of Seller relating to or arising out of defects in design, materials or workmanship of any product sold and/or serviced by Seller prior to the Closing Date;

(g) any liability or obligation of Seller relating to or arising out of any warranty, product liability or other obligations of Seller with respect to products or goods manufactured, sold, designed and/or serviced by Seller prior to the Closing Date; and

(h) Except as otherwise expressly provided herein, Seller shall not represent to any third party, or lead any third party to believe, that Purchaser will assume or has assumed responsibility for any liability or obligation of Seller.

Except for those obligations specifically set forth here, the Purchaser shall not assume or become obligated for any liability, obligation, or commitment of the Seller.

19. **Conduct Pending Closing.** From the date hereof to the Closing Date, Seller will conduct the Business in a prudent, businesslike manner and will cooperate fully to arrange for the transfer of the Business Assets to Purchaser. In particular, from the date hereof to the Closing Date, Seller agrees that:

- (a) Seller's operation of the Business shall be conducted only in the ordinary course;
- (b) No material change shall be made in the operation of the Business;
- (c) Seller shall take any and all necessary actions to preserve the Business Assets and the goodwill and operation of the Business, and shall not remove any of the Business Assets located in, on or at business premises without the prior written consent of Buyer;
- (d) Any public disclosure prior to the Closing Date of this Agreement shall only be upon filing of the Stalking Horse Motion with the U.S. Bankruptcy Court and the terms and conditions set forth therein and the related competitive bidding motion as approved by the U.S. Bankruptcy Court;
- (e) Seller shall allow Purchaser and its agents unrestricted access to the Assets;
- (f) Seller shall preserve intact and shall not jeopardize Seller's relationships with customers, suppliers, distributors and with any other individual or entity who has a business or professional relationship with the Business;

(g) Seller shall keep and maintain the Business Assets in good condition, repair and working order;

(h) Seller shall not sell, transfer, assign, lease, or otherwise dispose of any of the Business Assets other than in the ordinary course of the Business consistent with past practice, and shall not subject any of the Business Assets to a lien, security interest or other encumbrance; and

(i) Seller shall not terminate or materially modify any material lease, contract, governmental license, permit or other authorization or agreement affecting the Business.

20. **Insurance.** Seller will maintain in full force and effect all current insurance policies, will comply in all material respects with all laws or regulations affecting operation of the Business and will advise Buyer of any event or circumstances affecting the Business Assets which Seller deems unusual.

21. **Indemnification by Seller.** Seller agrees to indemnify Purchaser against and in respect of the following:

(a) A breach of any of the representations or warranties or covenants of Seller set forth in this Agreement.

(b) Any and all of the following debts, liabilities, and obligations of Seller, either direct or indirect, accrued, absolute, contingent, or otherwise, and whether known or unknown, or due or payable, fixed or unfixed, choate or inchoate, liquidated or unliquidated, or secured or unsecured:

(i) Those existing prior to, and at, the Closing Date but not arising thereafter;

(ii) Those arising from any contract or commitment entered into or made, or any liabilities, acts, transactions, agreements, understandings, or obligations incurred, by Seller (including without limitation obligations incurred prior to closing as the result of any circumstance or state of facts that occurred or existed prior to closing, such as a personal injury or property damage that is claimed to have occurred prior to closing) on or before the Closing Date; and

(iii) Any and all debts, liabilities, and obligations of Seller for United States, state, or local taxes, assessments, or similar charges, including interest and penalties with respect thereto (without regard to the time such taxes may accrue or be determined or assessed), which are attributable or related to, or covering any period prior to or during which the closing occurs, for the portion thereof that ends on or before the close of business on the Closing Date.

(c) Seller also agrees to Indemnify Purchaser against and in respect of any and all actions, suits, claims, proceedings, investigations, audits, demands, assessments, fines, judgments, settlements, costs, and other expenses (including, without limitation, attorneys' fees and expenses, including those incurred in connection with appellate proceedings, and costs of investigation incurred in defending against or settling any of the foregoing or any amounts paid in settlement thereof) incident to any of the matters indemnified herein.

22. **Indemnification by Purchaser.** Purchaser agrees to indemnify Seller against and in respect of the following:

(a) A breach of any of the representations or warranties or covenants of Purchaser set forth in this Agreement.

(b) Any and all of the debts, liabilities, and obligations of Purchaser, either direct or indirect, accrued, absolute, contingent, or otherwise, and whether known or unknown, or due or

payable, fixed or unfixed, choate or inchoate, liquidated or unliquidated, or secured or unsecured arising after the Closing Date.

(c) Purchaser also agrees to Indemnify Seller against and in respect of any and all actions, suits, claims, proceedings, investigations, audits, demands, assessments, fines, judgments, settlements, costs, and other expenses (including, without limitation, attorneys' fees and expenses, including those incurred in connection with appellate proceedings, and costs of investigation incurred in defending against or settling any of the foregoing or any amounts paid in settlement thereof) incident to any of the matters indemnified herein.

**23. Miscellaneous.**

(a) Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns (to the extent assignment is permitted hereunder).

(b) Governing Law. This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of the Commonwealth of Pennsylvania. In the event that any dispute hereunder results in the filing of legal action, the parties agree that such action will be maintained only in a court of competent jurisdiction in Crawford County, Pennsylvania.

(c) Headings; References. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Wherever the context requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.

(d) Counterparts. This Agreement may be executed in two or more counterparts and by facsimile or emailed PDF, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(e) Entire Agreement; Amendment. This Agreement is intended by the parties hereto to be the final expression of their agreement with respect to the subject matter hereof and is the complete and exclusive statement of the terms thereof notwithstanding any representations, statements or agreements to the contrary heretofore made. This Agreement may be modified only by a written instrument signed by each of the parties hereto.

(f) Time. Time is of the essence of this Agreement. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline that is set forth in this Agreement falls on a day that is not a Business Day, then such date shall be automatically extended to the next Business Day. For purposes of this Agreement, a "Business Day" is any day that is not a Saturday, Sunday or federal legal holiday.

(g) Possession. Possession of the Property and Business Assets shall be delivered to Purchaser at Closing.

(h) Survival; Representations and Warranties. Except as expressly provided herein, the representations, warranties and agreements of the parties contained herein, if any, shall

merge into the Deed and shall not survive Closing. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

(i) Drafting of Agreement; Severability. The parties each acknowledge and agree that none of the terms or provisions of this Agreement shall be construed against any of the parties merely because of who may have drafted such term or provision and that, if any of the terms or provisions of this Agreement are or should be void or unenforceable, all of the remaining terms and provisions of this Agreement are and shall be applicable to the fullest extent permitted by law.

(j) Prevailing Party. In any litigation, arbitration or other legal proceeding that may arise between the parties hereto, the prevailing party shall be entitled to recover its costs, including costs of arbitration, and reasonable attorneys' fees in addition to any other relief to which such party may be entitled.

(k) Waiver of Jury Trial. In any civil action, counterclaim, or proceeding, whether at law or in equity, that arises out of, concerns, or relates to this Agreement, any and all transactions contemplated by this Agreement, the performance of this Agreement or the relationship created by this Agreement, whether sounding in contract, tort, strict liability, or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Each party hereby irrevocably waives any right it may have to a trial by jury. Any party may file an original counterpart or a copy of this Agreement with any court, as written evidence of the consent of the parties to this Agreement of the waiver of their right to trial by jury. Neither party has made or relied upon any oral representations to or by any other party regarding the enforceability of this provision. By execution of this Agreement, each party acknowledges that it has read and understands the effect of this jury waiver provision. Each party acknowledges that it has been advised by its own counsel with respect to the transaction governed by this Agreement and specifically with respect to the terms of this Section, or has waived such advice of counsel.

(l) Effective Date. The "Effective Date" of this Agreement shall be the date upon which the last of Seller or Purchaser has executed this Agreement with any changes thereto having been initialed by all parties.

*[signatures begin on following page]*



SELLER:

**Trustees of Conneaut Lake Park, Inc.**

By: 

Name: JAMES J BECKER

Title: EXECUTIVE DIRECTOR

Date of Execution: 25 NOV 2020

### Notice Recipients

District/Off: 0315-1  
Case: 14-11277-JAD

User: mgut  
Form ID: pdf900

Date Created: 3/2/2021  
Total: 6

**Recipients of Notice of Electronic Filing:**

ust	Office of the United States Trustee	ustpregion03.pi.ecf@usdoj.gov
aty	George T. Snyder	gsnyder@stonecipherlaw.com
aty	Jeanne S. Lofgren	jlofgren@stonecipherlaw.com
aty	Joseph S. Sisca, on Behalf of the United States Trustee by	joseph.s.sisca@usdoj.gov

TOTAL: 4

**Recipients submitted to the BNC (Bankruptcy Noticing Center):**

db	Trustees of Conneaut Lake Park, Inc.	12382 Center Street	Conneaut Lake, PA 16316	
aty	Jaclyn Elizabeth Faulds	Houston Harbaugh	Three Gateway Center 22nd Floor	401 Liberty
	Avenue	Pittsburgh, PA 15222		

TOTAL: 2

**Applicant's Joint  
Exhibit 11**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:	)	
	)	
TRUSTEES OF CONNEAUT LAKE	)	Bankruptcy Case No. 14-11277-JAD
PARK, INC.,	)	
	)	Chapter 11
Reorganized Debtor.	)	
_____	)	
	)	
TRUSTEES OF CONNEAUT LAKE	)	
PARK, INC.,	)	Document No. _____
	)	
Movant,	)	
v.	)	<u>Hearing Date &amp; Time:</u>
	)	June 25, 2021 at 11:00 a.m. VIA ZOOM
NO RESPONDENT,	)	
	)	<u>Response Deadline:</u>
Respondent.	)	June 18, 2021

**REPORT AND APPLICATION FOR FINAL DECREE**

AND NOW, comes Trustees of Conneaut Lake Park, Inc. (the "Debtor"), by and through its undersigned counsel, and hereby files the within Report and Application for Final Decree, and in support thereof states:

**BACKGROUND**

1. On December 4, 2014 (the "Petition Date"), the Debtor caused the filing of a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").

2. The Debtor has continued in the management and operation of its affairs and in the management and operation of its property as debtor-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code through March 8, 2021. No trustee, examiner, or committee of creditors has been appointed in this case.

3. On September 6, 2016, TCLP's Joint Plan of Reorganization Dated July 28, 2016 (the "Plan") was confirmed by Order of Court entered at Document No. 442 (the "Confirmation Order").

4. On March 2, 2021, the Court entered its *Order (A) Authorizing the Sale of Substantially All of the Debtor's Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests; and (B) Granting Related Relief* (the "All Asset Sale Order"). See Document No. 672.

5. Prior to entry of the All Asset Sale Order and up through March of 2020, the Debtor performed as required under the Plan including satisfying the Secured Tax Claims, making quarterly distributions to holders of Secured Non-Tax Claims, and liquidating Non-Core Parcels for sale and distributing payments in accordance with the lien priorities under applicable non-bankruptcy law.

6. The Debtor and the Successful Bidder, as defined in the All Asset Sale Order, closed on the sale of the Debtor's property on March 8, 2021. The Closing Costs<sup>1</sup> for the Sale were paid on or around March 8, 2021, while the Net Sale Proceeds remained in escrow with Debtor's counsel pending further Order of Court.

7. On April 6, 2021, the Debtor filed its Consent Motion for Distribution of Sale Proceeds (the "Distribution Motion") pursuant to which it sought authority to distribute the Net Sale Proceeds in accordance with the terms stated therein.

8. On April 30, 2021, the Court granted the Distribution Motion and entered that certain Order of Court (the "Distribution Order") pursuant to which the Court authorized Debtor's counsel to distribute the Net Sale Proceeds in accordance with the terms of the Distribution Order.

---

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meaning given to them in the All Asset Sale Order.

9. Upon the Distribution Order becoming a final, non-appealable Order, Debtor's counsel made the distributions to the parties and in the amounts identified in the Distribution Order.

10. As of the filing of this Motion, there is nothing left in the Debtor's estate to be administered. Additionally, all litigation involving the Debtor previously pending before the Court has been finally resolved.

**APPLICATION FOR FINAL DECREE**

11. Section 350(a) of the Bankruptcy Code provides in relevant part: "After an estate is fully administered . . . the court shall close the case." 11 U.S.C. § 350(a).

12. Bankruptcy Rule 3022 provides: "After an estate is fully administered in a chapter 11 reorganization case, the court, on its own motion or on motion of a party in interest, shall enter a final decree closing the case." Fed. R. Bankr. P. 3022.

13. As the Confirmation Order is final and all payments that can be made to the creditors are completed, the Debtor believes that its estate is fully administered as contemplated by section 350(a) of the Bankruptcy Code and Rule 3022 of the Federal Rules of Bankruptcy Procedure.

14. All of the required payments to the Office of the United States Trustee made to date have been made on a timely basis, and it is anticipated that the fee due and owing for the quarter ending June 30, 2021 will also be timely made. There are no outstanding charges to the Bankruptcy Clerk as indicated in the Certificate of Costs at Docket No. 692.

15. There are currently no open matters before this Court involving the Debtor.

16. The Debtor believes that it is appropriate to close its Bankruptcy case at this time and for the Court to retain jurisdiction as contemplated in Article 11.01 of the Plan.

17. A Report for Bankruptcy Judges in cases to be closed is attached as Exhibit "A."

**WHEREFORE**, the Debtor respectfully requests that this Court enter an Order granting a final decree in this case, with the reservation of jurisdiction noted above, and such other relief as the Court deems just and proper.

**STONECIPHER LAW FIRM**

Dated: June 1, 2021

/s/ Jeanne S. Lofgren

George T. Snyder, Esq.

P.A. I.D. 53525

Jeanne S. Lofgren, Esq.

PA I.D. 89078

125 First Avenue

Pittsburgh, PA 15222

(412) 391-8510 phone

*Attorneys for Debtor-in-Possession*

# EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE: )  
 )  
TRUSTEES OF CONNEAUT LAKE ) Bankruptcy Case No. 14-11277-JAD  
PARK, INC., )  
 ) Chapter 11  
Reorganized Debtor. )  
\_\_\_\_\_ )

**REPORT FOR BANKRUPTCY JUDGES IN CASES TO BE CLOSED  
CHAPTER 11 CASES**

X Plan Confirmed

\_\_\_\_\_ Plan Not Confirmed

If plan was confirmed and the case is still in Chapter 11, what percentage dividend was (or is) to be paid under the plan to the general unsecured class of creditors? 0.00%

I certify under penalty of perjury that the information provided on this form is true and correct to the best of my knowledge, information, and belief and that all estimated payments have been designated appropriately as such.

June 1, 2021 \_\_\_\_\_  
DATE

Jeanne S. Lofgren \_\_\_\_\_  
PREPARER

*/s/ Jeanne Lofgren* \_\_\_\_\_  
SIGNATURE

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE: )  
)  
TRUSTEES OF CONNEAUT LAKE ) Bankruptcy Case No. 14-11277-JAD  
PARK, INC., )  
) Chapter 11  
Reorganized Debtor. )  
\_\_\_\_\_ ) Document No. \_\_\_\_\_  
)  
TRUSTEES OF CONNEAUT LAKE ) Relates to Doc. No. \_\_\_\_\_  
PARK, INC., )  
Movant, ) Hearing Date & Time:  
v. ) June 25, 2021 at 11:00 a.m. VIA ZOOM  
NO RESPONDENT, ) Response Deadline:  
Respondent. ) June 18, 2021

**ORDER GRANTING FINAL DECREE**

AND NOW, this \_\_\_\_ day of June, 2021, upon consideration of the foregoing Report and Application for Final Decree (the "Application"), after notice and any hearing thereon, it appearing that the relief requested is in the best interests of the Debtor, its estate and creditors, and it further appearing that the Debtor's Plan<sup>1</sup> has been substantially consummated, it is hereby

**ORDERED** that the application for final decree is granted; and it is further

**ORDERED**, that this Court shall retain jurisdiction with respect to all issues related to matters as may be prescribed in the Plan and/or the Confirmation Order; and it is further

**ORDERED**, that except as provided in the preceding paragraph, the Debtor's bankruptcy case is hereby closed.

BY THE COURT:

\_\_\_\_\_  
JEFFERY A. DELLER  
UNITED STATES BANKRUPTCY JUDGE

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meaning given to them in the Application.

**Applicant's Joint  
Exhibit 12**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:	)	
	)	
TRUSTEES OF CONNEAUT LAKE	)	Bankruptcy Case No. 14-11277-JAD
PARK, INC.,	)	
	)	Chapter 11
Reorganized Debtor.	)	
_____	)	
	)	
TRUSTEES OF CONNEAUT LAKE	)	Document No. _____
PARK, INC.,	)	
	)	Related to Doc. Nos. 693 & 694
Movant,	)	
v.	)	<u>Hearing Date &amp; Time:</u>
	)	June 25, 2021 at 11:00 a.m. VIA ZOOM
NO RESPONDENT,	)	
	)	<u>Response Deadline:</u>
Respondent.	)	June 18, 2021

**CERTIFICATE OF SERVICE OF REPORT AND APPLICATION FOR FINAL  
DECREE, TOGETHER WITH THE NOTICE OF HEARING AND  
RESPONSE DEADLINE**

I certify under penalty of perjury that I served the above captioned pleadings on the parties at the address specified below or on the attached list on **June 1, 2021**.

The types of service made on the parties (first class mail, electronic notification, hand delivery, or another type of service) was: first class mail.

If more than one method of service was employed, this certificate of service groups the parties by the type of service. For example: the full name, email address, and where applicable the full name of the person or entity represented, for each party served by electronic transmission is listed under the heading "Service by NEF," and the full name and complete postal address for each party served by mail, is listed under the heading "Service by First Class Mail."

**Service By NEF**

Peter Acker on behalf of Creditor First Capital Finance Inc.  
peter@ackerlegalgroup.com

Lawrence C. Bolla on behalf of Creditor Unofficial (Ad Hoc) Committee of Real Estate Tax Creditors  
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knottingham@quinnfirm.com;mboni@quinnfirm.com;mmbquinnbankruptcy@gmail.com;mmyers@quinnfirm.com;mtrayer@quinnfirm.com

Lawrence C. Bolla on behalf of Defendant Crawford County  
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Lawrence C. Bolla on behalf of Defendant Summit Township  
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PA

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Estate Tax Creditors

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George T. Snyder on behalf of Defendant Trustees of Conneaut Lake Park, Inc.  
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Joseph S. Sisca, on Behalf of the United States Trustee by on behalf of U.S. Trustee  
Office of the United States Trustee  
joseph.s.sisca@usdoj.gov  
**Service By First Class Mail**

See attached matrix.

**STONECIPHER LAW FIRM**

Dated: June 1, 2021

/s/ Jeanne S. Lofgren

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P.A. I.D. 53525

Jeanne S. Lofgren, Esq.

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Allied Specialty Insurance, Inc.  
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Saint Petersburg, FL 33706

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Service  
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Hubbard, OH 44425

BMI General Licensing  
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Commonwealth of PA Liquor  
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Weiss Burkardt Kramer, LLC  
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Crawford County Convention & Visitors  
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Meadville, PA 16335

Conneaut Lake Joint Municipal Authority  
c/o Guy C. Fustine, Esquire  
Knox McLaughlin Gornall & Sennett, P.C.  
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1860 East State Street  
Hermitage, PA 16148

Crawford County  
c/o Theodore H. Watts, Esquire  
Watts & Pepicelli, PC  
916 Diamond Park  
Meadville, PA 16335

Gary Harris  
c/o Kahn Kruse, LPA  
1301 East Ninth Street  
Suite 2200  
Cleveland, OH 44114

Industrial Welding  
270 State Street  
Struthers, OH 44471

J&J Candies  
P.O. Box 63  
Andover, OH 44003

J.R. Oxygen  
4111 Turkey Track Road  
Linesville, PA 16424

Forever Broadcasting  
Downtown Mall  
900 Water Street #14  
Meadville, PA 16335

Jerilu Produce Company  
101 Ore Dock Road  
Erie, PA 16507

Joe Prishak  
c/o Nicholas Pagliari  
MacDonald, Illig, Jones & Britton  
101 State Street, Suite 700  
Erie, PA 16507

Kings Communications  
1962 W. 26th Street  
Erie, PA 16508

Kubinski Business Systems  
4525 West Ride Road  
Erie, PA 16506

Lindsay & Hatheway,  
Attorneys at Law  
311 Walnut Street  
Meadville, PA 16335

MAIC  
c/o Economic Progress Alliance  
789 Bessemer Street  
Meadville, PA 16335

McCormick Coffee Company  
1222 Linden Avenue  
Erie, PA 16505

McMahon & Associates, PC  
902 Market Street  
Meadville, PA 16335

Griffin Motors  
11031 Perry Highway  
Meadville, PA 16335

Hagan Business Machines  
P.O. Box 1428  
Meadville, PA 16335

Northwest Planning Commission  
395 Seneca Street  
Oil City, PA 16301

PA Dept. of Labor & Ind. Development  
Bureau of Occ. & Ind. Safety  
P.O. Box 68572  
Harrisburg, PA 17106

PA Dept. of Revenue  
Dept. 280405  
Harrisburg, PA 17128

Penelec  
c/o Russell R. Johnson III, Esq.  
Law Firm of Russell R. Johnson III, PLC  
2258 Wheatlands Drive  
Manakin-Sabot, VA 23103

Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105

Pepicelli, Youngs & Youngs, PC  
363 Chestnut Street  
Meadville, PA 16335

Plaza Coin Laundry  
18915 Park Avenue Plaza  
Meadville, PA 16335

Michael P. Kruszewski, Esquire  
Quinn, Buseck, Lemhuis, Toohey & Kroto  
2222 West Grandview Blvd.  
Erie, PA 16506-4508

Redbone Products  
2048 Rose Lane  
Pacific, MO 63069

c/o R. Charles Thomas, Esquire  
Thomas, Spadafore & Walker, LLP  
935 Market Street  
Meadville, PA 16335

T.I.G. Insurance Services  
250 Commercial Street  
Suite 5000  
Manchester, NH 03101

Tinko Law Group  
113 Hilltop Road  
Edinboro, PA 16412

Tribune Review Publishing  
622 Cabin Hill Drive  
Greensburg, PA 15601

Unifirst Corporation  
18999 Park Avenue Plaza  
Meadville, PA 16335

US Foodservice  
Burns Avenue & Cann  
Altoona, PA 16601

Waste Management  
P.O. Box 13648  
Philadelphia, PA 19101

Summit Township  
c/o William Walker, Esquire Thomas,  
Spadafore & Walker, LLP  
935 Market Street  
Meadville, PA 16335

Honey Hill Publishing Inc.  
1126 Pittsburgh Road  
P.O. Box 674  
Valencia PA 16059

Anthony & Judith B. Mineo  
1364 Hall Avenue  
Sharon, PA 16146

**Starn Marketing Group**  
1057 French Street  
Meadville, PA 16335

**Janice Whiting**  
603 Miller Avenue  
New Castle, PA 16101

**Andrew Rosko & Hollie Zavallo**  
528 Route 519  
Eighty Four, PA 15330

**Charlene Vance**  
117 South Vermont Street  
Covington, LA 70433

**William H. Miles**  
Bill's Midway Marina  
11420 State Highway 18  
Conneaut Lake, PA 16316

**Dennis D. Edwards**  
527 Harmony Road  
Pittsburgh, PA 15237

**John, Dereen, Luke and Patricia Niece**  
524 Weyman Road  
Pittsburgh, PA 15236

**Gerald Baldwin**  
89 Bush Road  
Greenville, PA 16125

**Linda Seely**  
Albaugh Realty  
10358 State Highway 18  
Conneaut Lake, PA 16316

**Conrad W. Eckert**  
101 Tristan Drive  
Pittsburgh, PA 15209

**Cory. S. McClenahan**  
201 New Road  
New Galilee, PA 16141

**Daniel M. DiMucci, Jr.**  
3008 Myer Blvd.  
McKeesport, PA 15132

**Crawford County Juvenile Probation**  
903 Diamond Park  
Meadville, PA 16335

**Daniel M. Orlansky**  
12545 Comstock  
Conneaut Lake, PA 16316

**Douglas A. Smith**  
12554 Reed Avenue  
Conneaut Lake, PA 16316

**Douglas C. Steince**  
59 Poland Manor Drive  
Youngstown, OH 44514

**Edward F. Caithaml**  
4628 Winthrop Street  
Pittsburgh, PA 15213

**Eileen & John Bertera**  
12263 Center Street  
Conneaut Lake, PA 16316

**Dale A. Costa, Jr.**  
Lake Park Realty  
11008 West Townline Road  
Conneaut Lake, PA 16316-1750

**Donald G. Kaltenbaugh**  
113 Beacon Hill Drive  
Cranberry Twp., PA 16066

**Janet Wyant**  
300 Graigdel Road Apt. 211  
New Kensington, PA 15068

**First Capital Finance, Inc.**  
c/o Peter C. Aker, Esquire  
1860 East State Street  
Hermitage, PA 16148

**John R. Baxter, III & Janice Baxter**  
607 Crestview Lane  
New Kensington, PA 15068

**John W. Fleece**  
846 Cove Place  
Youngstown, OH 44511

**Gary McClenahan**  
582 Mohawk School Road Box 112  
Edinburg, PA 16116

**Elaine & Frank Lang** 320  
Golden Gate Drive Verona,  
PA 15147-2610

**Andrea Wise**  
5 Sunset View Drive  
Pittsburgh, PA 15229

August & Joan Linder and  
Patricia Boyer  
800 Lawrence Road  
Bethel Park, PA 15102-3918

Kenneth & Karen Renk  
4730 Jewell Drive  
Pittsburgh, PA 15236

Hammond Press  
404 North Avenue  
Pittsburgh, PA 15209

Lydia M. Batcha Trust  
7036 Navajo Trail  
Solon, OH 44139

Industrial Truck & Crane, Inc.  
4881 Pittsburgh Road  
Harrisville, PA 16038

Jack D. & Connie Mars  
1104 Voskamp Street  
Pittsburgh, PA 15212-4252

Dr. Joseph E. Sedlak  
6456 Miami Lakes Drive  
East Miami Lake, FL 33014

Michael Iannone, Jr.  
306 Bluemont Drive  
West Mifflin, PA 15122

William & Kathleen Whiting  
11879 Lake Drive  
Conneaut Lake, PA 16316

James F. & Mary E. Stadler  
554 Florence Drive  
Bethel Park, PA 15101-1455

Peter Jaczesko  
435 Glenrock Drive  
Bethel Park, PA 15102

John R. & Judith S. Reimer  
318 Arrowhead Lane  
New Kensington, PA 15068

Phil Armstrong  
JPA Land Company  
71 Armstrong Drive  
Washington, PA 15301

Robert D. Clements  
200 Baintree Road  
Coraopolis, PA 15108

John A. Sauer  
1706 Sturbridge Drive  
Sewickley, PA 15143

Munson  
c/o Janet L. White  
143 Rene Drive  
Glenshaw, PA 15116

Tera Powell  
719 Tenth Street  
New Brighton, PA 15066

Scott and Christine Herman  
12288 Comstock Street  
Conneaut Lake, PA 16316

Stacey & Leonard Adams  
12251 Center Street  
Conneaut Lake, PA 16316

National Fuel  
1100 State Street  
Erie, PA 16501

Thomas Baldwin  
12556 B North Lakefront Drive  
Conneaut Lake, PA 16316

Thomas J. Borner  
2260 Wyland Avenue  
Allison Park, PA 15101

Travis & Dana Martwinski  
P.O. Box 555  
Sharon, PA 16146

Internal Revenue Service  
Centralized Insolvency  
Operations  
P.O. Box 7346  
Philadelphia, PA 19101

PA Dept. of Revenue  
Dept. 280946  
P.O. Box 280946  
Attn: Bankruptcy Division  
Harrisburg, PA 17128

US Foods, Inc.  
c/o Bryan Cave, LLP  
Attn: Faisal Delawalla  
161 N. Clark Street, Suite 4300  
Chicago, IL 60601

Heather A. Sprague  
Office of the U.S. Trustee Liberty  
Center, Suite 970  
1001 Liberty Avenue  
Pittsburgh, PA 15222

Joseph Prischak  
2425 West 23<sup>rd</sup> Street  
Erie, PA 16506

The Honorable Thomas P. Agresti  
U.S. Courthouse, B250  
17 South Park Row  
Erie, PA 16501

Raymond and Christine Shaffer  
6960 Larmor Road  
Sharpsville, PA 16150

Shafer, Swick, Bailey & Irwin  
360 Chestnut Street  
Meadville, PA 16335

Angela N. Erde, Esquire  
Commonwealth of PA  
Dept. of Env. Protection  
230 Chestnut Street  
Meadville, PA 16335

Penelec  
c/o John P. Vetica, Jr.  
600 Commerce Drive, Suite 601  
Moon Township, PA 15108

Joyce & Steven Popvich  
P.O. Box 253  
Harmonsburg, PA 16422

Richard J., Richard M,  
Raymond J. & Jeffrey F. Severa  
709 Beech Street  
West Mifflin, PA 15122

Unofficial (Ad Hoc) Committee of  
Real Estate Tax Creditors  
c/o James McGraw, III, Esquire  
Weiss Burkardt Kramer, LLC  
445 Fort Pitt Blvd., Suite 503  
Pittsburgh, PA 15219

PNC Bank, N.A.  
P.O. Box 94982  
Cleveland, OH 44101

Robert Ross  
2652 Mount Troy Road  
Pittsburgh, PA 15212

T.H.E. Insurance Company  
10451 Gulf Blvd.  
Treasure Island, FL 33706

**Applicant's Joint  
Exhibit 13**

**DEFAULT O/E JAD**

FILED  
6/21/21 10:27 am  
CLERK  
U.S. BANKRUPTC  
COURT - WDPA

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:	)	
	)	
TRUSTEES OF CONNEAUT LAKE	)	Bankruptcy Case No. 14-11277-JAD
PARK, INC.,	)	
	)	Chapter 11
Reorganized Debtor.	)	
_____	)	Document No. <u>693</u>
	)	
TRUSTEES OF CONNEAUT LAKE	)	Relates to Doc. No. _____
PARK, INC.,	)	
Movant,	)	<u>Hearing Date &amp; Time:</u>
v.	)	June 25, 2021 at 11:00 a.m. VIA ZOOM
NO RESPONDENT,	)	<u>Response Deadline:</u>
Respondent.	)	June 18, 2021

**ORDER GRANTING FINAL DECREE**

AND NOW, this 21st day of June, 2021, upon consideration of the foregoing Report and Application for Final Decree (the "Application"), after notice and any hearing thereon, it appearing that the relief requested is in the best interests of the Debtor, its estate and creditors, and it further appearing that the Debtor's Plan<sup>1</sup> has been substantially consummated, it is hereby

**ORDERED** that the application for final decree is granted; and it is further

**ORDERED**, that this Court shall retain jurisdiction with respect to all issues related to matters as may be prescribed in the Plan and/or the Confirmation Order; and it is further

**ORDERED**, that except as provided in the preceding paragraph, the Debtor's bankruptcy case is hereby closed.

BY THE COURT:



\_\_\_\_\_  
JEFFERY A. DELLER  
UNITED STATES BANKRUPTCY JUDGE

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meaning given to them in the Application.

Form 133

**UNITED STATES BANKRUPTCY COURT**  
WESTERN DISTRICT OF PENNSYLVANIA

696 – 693  
mgut

In re:

Bankruptcy Case No.: 14-11277-JAD

Chapter: 11

**Trustees of Conneaut Lake Park, Inc.**  
23-2921827  
Debtor(s)

**FINAL DECREE**

The estate of the above named debtor has been fully administered.

**IT IS ORDERED THAT:**

the chapter 11 case of the above named debtor is closed.

Dated: 6/21/21

Jeffery A. Deller  
Judge

### Notice Recipients

District/Off: 0315-1  
Case: 14-11277-JAD

User: mgut  
Form ID: 133

Date Created: 6/21/2021  
Total: 5

**Recipients of Notice of Electronic Filing:**

ust	Office of the United States Trustee	ustpregion03.pi.ecf@usdoj.gov
aty	George T. Snyder	gsnyder@stonecipherlaw.com
aty	Jeanne S. Lofgren	jlofgren@stonecipherlaw.com
aty	Joseph S. Sisca, on Behalf of the United States Trustee by	joseph.s.sisca@usdoj.gov

TOTAL: 4

**Recipients submitted to the BNC (Bankruptcy Noticing Center):**

aty	Jaclyn Elizabeth Faulds	Houston Harbaugh	Three Gateway Center 22nd Floor	401 Liberty
	Avenue	Pittsburgh, PA 15222		

TOTAL: 1

**Applicant's Joint  
Exhibit 14**

# 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*

**CHRISTOPHER R GREENBERG**

*Is Hereby Authorized to Operate*

**WATER SYSTEM**

**Class: A,E, Water**

**Subclass: 7,8,9,10,11,12**

**Client ID: 270989**

**CHRISTOPHER R GREENBERG  
2405 GEORGETOWN RD  
SANDY LAKE PA 16145-4037**

**Issue Date Apr 1, 2021  
Expiration Date Mar 31, 2024**

**Certificate No. W17679**

*Mary Roland*

Board Chairperson

**Applicant's Joint  
Exhibit 15**

Keystone Water Systems LLC  
2405 Georgetown Rd.  
Sandy Lake, PA 16145  
(724) 376-7013



This document serves as an **Operating Agreement** between Keystone Water Systems LLC (Christopher R. Greenberg) and CLP Water Park LLC.

The terms of this agreement are as follows:

1. Christopher Greenberg of Keystone Water Systems LLC shall assume the role of "Certified Operator" for the Water treatment plant and distribution system at Conneaut Lake Park on a "month to month" basis, contingent upon payment and cooperation.
2. The total amount due for Operations of the Water system at Conneaut Lake Park is \$24,000 Annually. This fee includes Daily operation / maintenance, reporting, record-keeping, Compliance sampling, Treatment chemicals, sampling reagents, and lab fees.
3. Items not included in Operating fees include the following:
  - a. Distribution leak repair and materials.
  - b. Repairing or replacing broken equipment (well pumps, chemical feed pumps, controls, electrical components, etc..).
4. All services provided by KWS that are not included in the operating fee shall be provided at reasonable pricing.
5. **Quarterly payments of \$6,000.00 shall be made to Keystone Water Systems within 30 days from receiving an invoice.**
6. Daily visits will consist of required daily monitoring, routine maintenance, and general upkeep and housekeeping of the facilities.
7. Should KWS or CLP Water Park LLC end this agreement, any services that have been paid for but not yet provided will be refunded. Likewise, any services provided but not yet paid for will be paid for immediately.

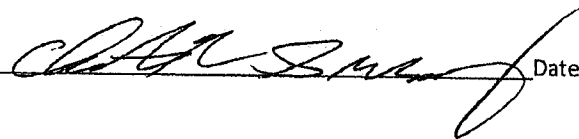
**Disclaimer:**

**KWS cannot/will not be held responsible for non-compliance due to lack of cooperation or funding.**

Keystone Water Systems LLC  
2405 Georgetown Rd.  
Sandy Lake, PA 16145  
(724) 376-7013



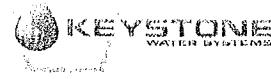
I, Christopher R. Greenberg of Keystone Water Systems LLC agree to the terms of this agreement.

Signature:  Date: 3-30-22

I, \_\_\_\_\_ of \_\_\_\_\_ agree to the terms of this agreement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

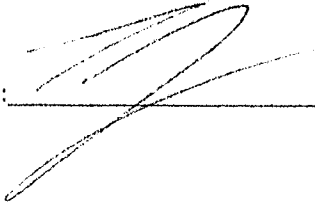
Keystone Water Systems LLC  
2405 Georgetown Rd.  
Sandy Lake, PA 16145  
(724) 376-7013



I, \_\_\_\_\_ of Keystone Water Systems LLC agree to the terms of this agreement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I, Tom Susopka of CLP Water Park LLC agree to the terms of this agreement.

Signature:  \_\_\_\_\_ Date: 3-10-21

**Applicant's Joint  
Exhibit 16**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE

10/11/2022

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

Conneaut Lake Park Water Corporation, Inc.

is duly registered as a Pennsylvania Business Corporation under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT this Subsistence Certificate shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written

*Laird M. Chapman*

Acting Secretary of the Commonwealth

Certification Number: TSC221011080146-1

Verify this certificate online at <http://www.corporations.pa.gov/orders/verify>

**Applicant's Joint  
Exhibit 17**

## MANAGEMENT AGREEMENT

This Agreement made this   1st   day of   July  , 2022 by and between:

**TRUSTEES OF CONNEAUT LAKE PARK, INC.**, a Pennsylvania non-profit corporation with a mailing address of 798 Bessemer Street, Meadville, PA 16335, hereinafter the "Trustees"

AND

**KELDON HOLDINGS, LLC**, a Pennsylvania limited liability company with a mailing address of 12382 Center Street, Conneaut Lake, PA 16316, hereinafter "Keldon"

AND

**CONNEAUT LAKE PARK WATER CORPORATION, INC.**, a Pennsylvania corporation with a mailing address of 12382 Center Street, Conneaut Lake, PA 16316, hereinafter "Water Corporation"

### BACKGROUND

Keldon acquired all of assets of the Trustees on March 8, 2021. The Conneaut Lake Park Public Water System was an asset conveyed which included the water delivery system, water holding tank, conveyance system, purification system, rights to service customers, Pennsylvania Public Utility Commission Tariff #210096 (the "PUC Tariff"), and Pennsylvania Department of Environmental Protection Public Water Supply Operation Permit No. 2009505-T1 and its four (4) associated public water supply permits: 2084504-T3-MA-1, 2009505, 2009505-MA-1, and 20084504-T-MA2 (collectively, the "DEP Permits") (all of the foregoing, collectively, the "Water System"). Subsequent to the transfer of the assets from the Trustees to Keldon, Keldon transferred the assets of the Water System to the Water Corporation. The DEP Permits were successfully transferred from the Trustees to the Water Corporation by DEP approval letter dated August 6, 2021. For various reasons, PUC's approval of the transfer of the water system has yet to occur. In order to accomplish that Transfer, the parties need to have the PUC issue a Certificate of Public Convenience to the Water Corporation and approve the Trustee's abandonment of the Water System. Until those approvals are received from the PUC, this Management Agreement is necessary as the Trustees have no assets, staff, or ability to manage, bill, and otherwise provide water services to its customers until such time as the Certificate of Public Convenience is transferred to the Water Corporation.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **BACKGROUND**. The background section is incorporated herein as if fully set forth herein.

**SHAFFER LAW FIRM, P.C.**

[www.shafferlaw.com](http://www.shafferlaw.com)

Page 1

2. **RESPONSIBILITIES OF WATER CORPORATION.** The Water Corporation assumes responsibility for:

- a. All aspect of the Water System billing and collection including, but not limited to the following:
  - Submit service billing statements to all customers of the Water System;
  - Provide for the collection of the payment of all bills for services from the customers;
  - Provide reporting of all billings and all funds received from those billings;
  - Provide a means of communication to all customers of the Water System to field inquires related to all billing issues; and
  - Ensure that the Water Corporation fulfills its responsibilities under this Agreement
- b. All other aspects of the physical operation of the Water System to ensure that its operation is, and remains, in compliance with applicable rules and regulations including, but not being limited to, the following:
  - Receiving, responding to and paying for all maintenance calls, emergency response, repairs and maintenance to the Water System,
  - Contracting with, and paying, a certified water operator to conduct all necessary operations, testing, and reporting to remain in compliance with all applicable federal and state regulations in the operation of the Water System;
  - Acquiring, maintaining, and paying for all appropriate insurance policies covering all operation of the Water System; and
  - All other services required to operate and maintain the Water System.

Collectively, the "Water Corporation's Responsibilities".

3. **COMPENSATION OF WATER CORPORATION.**

- a. The Water Corporation shall be compensated for fulfilling the Water Corporation Responsibilities from the monies collected.

4. **INDEPENDENT CONTRACTOR.** The relationship between the Trustees and the Water Corporation is and shall at all times remain that of principal (Trustees) and independent contractor (Water Corporation) and neither the Water Corporation nor any official, agent, servant, or employee shall be deemed to be a servant or employee of the Trustees.

SHAHER LAW FIRM, P.C.

www.shaherlaw.com

Page 2

5. **TERM.** This Agreement shall be effective upon the effective date first set forth herein and shall continue for a period of six (6) months or until the PUC Tariff is lawfully transferred to the Water Corporation or any other party, whichever occurs first. Notwithstanding the foregoing, within thirty (30) days of the expiration of this six (6) month term, the parties can mutually agree to extend the term of this Agreement for additional thirty (30) day periods. Notice of the intention to extend the Agreement shall be given, in writing, at the addresses provided herein on this Agreement. This Management Agreement shall automatically terminate upon the issuance of the Certificate of Public Convenience for the Water System to the Water Corporation or any other party.
6. **GENERAL PROVISIONS.** The following general terms, conditions and provisions shall govern the interpretation and enforcement of the terms of this Agreement:
- a.) *Expenses.* Each party shall pay its own expenses incurred in the making of this Agreement.
- b.) *Assignment.* Neither this Agreement nor any right created hereby shall be assignable by any party without the prior written consent of each other party. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto and their successors, any rights or remedies under or by reason of this Agreement.
- c.) *Notices.* Any notice, communication, request, reply or advice (hereinafter severally and collectively called "notice") in this Agreement provided or permitted to be given, made or accepted by any party must be in writing and may be given or be served by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested or by delivering the same in person to such party. Notice deposited in the mail in the manner herein above described shall be effective only if and when received by the party to be notified. For purposes of notice the addresses of the parties, until changed as provided below, shall be as follows:

(i) If to the Trustees, to:  
Trustees of Conneaut Lake Park, Inc.  
798 Bessemer Street  
Meadville, Pennsylvania 16335  
Attention: James J. Becker

(ii) If to Keldon, to:  
Keldon Holdings, LLC  
12382 Center Street  
Conneaut Lake, Pa 16316  
Attention: Todd Joseph

**SHAFER LAW FIRM, P.C.**

[www.shaferslaw.com](http://www.shaferslaw.com)

(iii) If to Water Corporation, to:  
Conneaut Lake Park Water Corporation, Inc.  
12382 Center Street  
Conneaut Lake, Pa 16316  
Attention: Todd Joseph

- d.) *Headings.* Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- e.) *Counterpart Execution.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
- f.) *Parties in Interest.* All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties, their heirs, executors, administrators, successors and assigns.
- g.) *Choice of Law.* It is the intention of the parties that the laws of Pennsylvania should govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties.
- h.) *Gender.* All personal pronouns used in this Agreement shall include all other genders whether used in the masculine or feminine or neuter gender, and the singular, shall include the plural and the plural shall include the singular whenever and as often as may be appropriate.
- i.) *Amendment, Modification and Waiver.* This Agreement may only be modified or amended in a writing signed by the parties. It is forever agreed and acknowledged that the parties must be free to assign the administration and performance of this Agreement to various agents, officers, servants and employees and it is acknowledged that such persons may not be aware of the terms hereof or have access to copies of this Agreement and that the parties and principals thereof may inadvertently act at variance with the terms hereof It is therefore specifically agreed.
- j.) *Product of Negotiation.* This Agreement is the product of extensive negotiation between the parties and no construction, interpretation, enforcement, inference or presumption, in favor of or against any party, shall be made as a consequence of the identity of the draftsman of this final statement of the product of such negotiation in the form of this Agreement.

**SHAFER LAW FIRM, P.C.**

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Page 4

k.) *Acts Required to Bind.* The parties acknowledge that the actions of the Trustee's Manager and of all other Trustee employees and officials in the negotiation of this Agreement and in the reduction of drafts to writing are done for the convenience of all parties hereto and that the Trustee's cannot be bound by any term, condition or provision of any agreement or to any understanding or arrangement whatsoever without the prior approval thereof by the Trustee's in a public meeting duly assembled.

**SHAFFER LAW FIRM, P.C.**

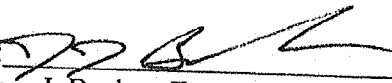
[www.shafferlaw.com](http://www.shafferlaw.com)

Page 5

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names and on their behalf by their duly authorized officers and their respective seals to be affixed and duly attested all as of the date and year first above written.

ATTEST:


**TRUSTEES OF CONNEAUT LAKE PARK,  
INC.**

By:   
James J. Becker, Executive Director  
On Behalf of the Trustees of CLP

WITNESS:


**KELDON HOLDINGS, LLC**


\_\_\_\_\_

BY:   
Todd Joseph, Sole Member

ATTEST:

**CONNEAUT LAKE PARK WATER  
CORPORATION, INC.**

  
Todd Joseph, Secretary

BY:   
Todd Joseph, President

**SHAFER LAW FIRM, P.C.**

[www.shafelaw.com](http://www.shafelaw.com)

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**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Joint Application of Trustees of Conneaut	)	
Lake Park, Inc. and Conneaut Lake Park	)	
Water Corporation, Inc. under Section 1102(a)	)	Docket No. A-2022-3031711
of the Pennsylvania Public Utility Code, 66	)	A-2022-3031712
Pa. C.S. § 1102(a)	)	

REBUTTAL OF

JAMES J. BECKER

DIRECT TESTIMONY

BY

JAMES S TOLBERT JR.

ON BEHALF OF

TOLBERT

September 28, 2022

1 **Q: Please state your name and address for the record**

2 **A:** My Name is James S Tolbert Jr. and my legal address is 21986 Russet Drive, Meadville PA  
3 16335. I own a summer home at 12573 Comstock St Conneaut Lake PA 16316. From 1985  
4 to 1998, I also lived at and owned 12597 Comstock St. Conneaut Lake PA 16316

5 **Q: Please describe your professional background**

6 **A:** I recently retired from an international telecommunications company, where for the last  
7 20+ years, I was a field engineering manager, responsible for engineering and financial  
8 data analysis. I currently serve as President of the Autumn Hills Water Company, a not-for-  
9 profit corporation that supplies water to our 100 home subdivision in West Mead  
10 Township, Crawford County, PA. From 1988-1998, I served as a board member and  
11 secretary for the Conneaut Lake Park Homeowners Association.

12 **Q: Have you read and reviewed Mr. Becker's direct testimony?**

13 **A:** Yes

14 **Q: Do you have any comments?**

15 **A:** Yes, on page 2, Mr. Becker describes the Park's water system as a public water system that  
16 provides water to a campground, hotel, amusement park, and residential properties in and  
17 around the Park. While that is a generally correct statement, one needs to identify the  
18 various entities. The campground, marketed as Camperland, had 50 permanent campsites  
19 when Mr. Joseph purchased it. It since has had new restrooms and showers added, along  
20 with some additional campsites and cabins. A major expansion of the campground is  
21 planned (Tolbert Exhibit A). The hotel is marketed as Hotel Conneaut and is leased through

1 the end of 2022 to On the Lake Enterprises LLC. The residential properties include 100+  
2 homes and one business, Dollar General. It is important to note that of those 4 entities, Mr.  
3 Becker mentioned that only the residential properties (including Dollar General) are billed  
4 for their water service.

5 On Page 5, Mr. Becker states that in 2017, the trustees began converting long term leases to  
6 land ownership. That is not accurate. CLP Management Inc, one of the many past  
7 ownership groups, started converting those 999 year leases to deeds in 1995. Both of my  
8 houses, 12573 and 12597 Comstock St., were converted then, as well as the majority of the  
9 homes north of the park. That is important to recognize, as those conversions are what  
10 initially triggered the PUC involvement in the water system.

11 Mr. Becker also testified that the park was closed in 2020 due to the pandemic (page 7).  
12 That is a generally accurate statement, the amusement park was closed in 2020, the Hotel  
13 was closed for a few months, and then reopened in a limited capacity. Camperland  
14 remained open for those tenants with travel trailers/RVs on site.

15 Mr. Becker testified regarding the parks water usage in 2019 (Exhibit B-8) and 2020  
16 (Exhibit B-9). Those are important documents to review. In 2019, when the park was open,  
17 the water plant treated 17.3 million gallons of water. In 2020, with the park closed and  
18 some entities operating at reduced capacity, the water plant treated 11.4 million gallons.  
19 That 6 million gallon difference is significant, particularly since that water is treated but not  
20 currently billed. When compared to a similar water system, Autumn Hills Water, with 100  
21 year round homes and 2 wells, only 4.4 million gallons of water were used in 2021,  
22 approximately 44,000 gallons per home. With an estimated 180 homes on the park water

1 system, the vast majority being seasonal, at most, the residents would only use  
2 approximately 8 million gallons.

3 Mr. Becker testified about lost and destroyed records and the inability to locate valves to  
4 isolate portions of the water system. As Executive director of the EPACC, Mr. Becker  
5 should be aware of the Conneaut Lake Park Master Plan that was prepared for the EPACC  
6 in 2007 and funded by several state grants obtained by the EPACC. An engineering review  
7 and mapping (Tolbert Exhibit B) of the water system was included as part of that plan. That  
8 mapping includes most details of the water system, including valve locations.

9 **Q: Does this conclude your rebuttal testimony?**

10 **A:** Yes, it concludes my rebuttal testimony of Mr. James J. Becker, however, I reserve the  
11 right to file such additional testimony that may be necessary and appropriate.

12

13

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Joint Application of Trustees of Conneaut	)	
Lake Park, Inc. and Conneaut Lake Park	)	
Water Corporation, Inc. under Section 1102(a)	)	Docket No. A-2022-3031711
of the Pennsylvania Public Utility Code, 66	)	A-2022-3031712
Pa. C.S. § 1102(a)	)	

REBUTTAL OF  
CHRISTOPHER  
GREENBERG DIRECT  
TESTIMONY BY  
JAMES S TOLBERT JR.

ON BEHALF OF  
TOLBERT

September 28, 2022

1 **Q: Please state your name and address for the record.**

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4 1985 to 1998, I also lived at and owned 12597 Comstock St. Conneaut Lake PA 16316

5 **Q: Please describe your professional background**

6 **A:** I recently retired from an international telecommunications company, where for the last  
7 20+ years, I was a field engineering manager, responsible for engineering and financial  
8 data analysis. I currently serve as President of the Autumn Hills Water Company, a not-for-  
9 profit corporation that supplies water to our 100 home subdivision in West Mead  
10 Township, Crawford County, PA. From 1988 to 1998, I served as a board member and  
11 secretary for the Conneaut Lake Park Homeowners Association.

12 **Q: Have you read and reviewed Mr. Greenberg's direct testimony**

13 **A:** Yes

14 **Q: Do you have any comments?**

15 **A:** I am familiar with Mr. Greenberg as he is also contracted by the Autumn Hills Water  
16 Company as our certified operator. There is no doubt as to the quality of work he and his  
17 team perform. However, he is only aware of outages, etc when he is notified. Many times  
18 he is not notified and not aware of an issue. For example, in August 2021, when Summit  
19 Township was installing new drainage and driveway culverts they hit both of my neighbors  
20 water lines and one water line further north. Mr. Greenberg was not aware of these leaks, as  
21 DJ Costa, a local plumber was called to repair. Costa shut the system down to perform

1 repairs; when Mr. Greenberg repairs a line, he does it with the system on. The water  
2 treatment system should only be restarted by a certified operator.

3 **Q: Any other comments?**

4 **A:** Yes. Mr. Greenberg mentioned the system was only down one time this summer; that is not  
5 accurate. I do not believe Mr. Greenberg is intentionally attempting to mislead or provide  
6 false information, but I believe it is as I mentioned previously, that he was not made aware  
7 of the outage and someone else is operating the system. We were without water on 7/19,  
8 7/25, 8/2 and 8/14. All of those outages were several hours long, one even going overnight  
9 into the next morning.

10 **Q: Does this conclude your rebuttal testimony?**

11 **A:** Yes, it concludes my rebuttal of Mr. Christopher Greenberg's testimony, however, I  
12 reserve the right to file such additional testimony that may be necessary and appropriate.

13

14

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Joint Application of Trustees of Conneaut	)	
Lake Park, Inc. and Conneaut Lake Park	)	
Water Corporation, Inc. under Section 1102(a)	)	Docket No. A-2022-3031711
of the Pennsylvania Public Utility Code, 66	)	A-2022-3031712
Pa. C.S. § 1102(a)	)	

REBUTTAL OF TODD

JOSEPH DIRECT

TESTIMONY BY

JAMES S TOLBERT JR.

ON BEHALF OF

TOLBERT

September 28, 2022

1 **Q: Please state your name and address for the record**

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7 20+ years, I was a field engineering manager, responsible for engineering and financial  
8 data analysis. I currently serve as President of the Autumn Hills Water Company, a not-for-  
9 profit corporation that supplies water to our 100 home subdivision in West Mead  
10 Township, Crawford County, PA. From 1988-1998, I served as a board member and  
11 secretary for the Conneaut Lake Park Homeowners Association.

12 **Q: Have you read and reviewed Mr. Joseph's direct testimony?**

13 **A:** Yes

14 **Q: Any comments?**

15 **A:** Yes, with regard to the question Mr. Shaw asked about proper permitting and licensing  
16 (page 6 line 19). There is no doubt Mr. Joseph bought the park and its assets. The bill of  
17 sale for the water system and any intangible assets however do not make any reference to  
18 Conneaut Lake Park Water Corporation (Tolbert Exhibit C). Previously filed PUC reports  
19 make no mention of that name. All the water system reports filed with the PUC simply  
20 state Trustees of Conneaut Lake Park. Mr. Joseph states "It is currently in good standing".  
21 The corporation was formed in 2008. Decennial reports should have been filed in 2011 and

1 2021 in order to be in good standing. No decennial reports were filed. The corporation is  
2 not in good standing. Whatever name he chooses to use, he currently does not have the  
3 certificate from the PUC to operate the water system, and that is what I mean by proper  
4 permitting and licensing. The Trustees still hold the certificate, as their request for  
5 abandonment was never approved. Mr. Shaw's letter to the PUC, dated November 1<sup>st</sup>, 2021  
6 (Tolbert Exhibit D) confirms these facts. Mr. Joseph had the Shafer Law Firm draft a  
7 management agreement dated November 23<sup>rd</sup> (Applicant exhibit M; Tolbert Exhibit H)  
8 detailing how the billing and payments would be handled. Neither the Trustees, nor Mr.  
9 Joseph, are abiding by this legally binding management agreement. For the second year in  
10 a row now, bills were mailed from, and payable to the Conneaut Lake Park Water  
11 Corporation (Tolbert Exhibit E). My check was payable to the Conneaut Lake Park Water  
12 Corporation, as requested, and was cashed (Tolbert Exhibit F). Mr. Joseph's wanton  
13 disregard for state regulations should be cause for alarm when considering whether to grant  
14 him the certificate.

15 **Q: Any other comments on his testimony?**

16 **A:** Yes, I mentioned the unlicensed operator in my response to Mr. Greenberg, DJ Costa is not  
17 a certified water operator and should not be stopping and starting the water treatment plant.  
18 That is a function that should be performed by a certified operator. It should be noted that  
19 the Park's water system is somewhat unique.

20 **Q: What do you mean unique?**

21 **A:** In 2001, the EPA revised their acceptable limits for arsenic levels, and the Park's water  
22 system no longer met the acceptable requirements. The EPA funded a grant to install a

1 demonstration treatment system to mitigate the arsenic so that it would meet the new  
2 federal guidelines; at the time, it was one of only a few such systems installed in the US.

3 **Q: Any further comments?**

4 **A:** Yes, with regards to the denial of service to new customers. In 2017, Mr. Drew Russ  
5 purchased several parcels from the Trustees of Conneaut Lake Park, bounded on the north  
6 by Kepler Avenue, the east by Lake Street, the south by Reed Avenue, and the west by  
7 Center Street. Mr. Russ began working with Crawford County and Summit Township to  
8 sub-divide this parcel into 5 lots, complete with common areas and greenspace. In  
9 November 2020, after many changes based on recommendations from the Crawford  
10 County Planning Commission and Summit Township Planning Commission, the Summit  
11 Township supervisors approved the sub-division (Tolbert Exhibit G). These  
12 recommendations, from both planning commissions, along with the township engineer Mr.  
13 Ashley Porter, specified service by municipal water (Conneaut Lake Park water) and  
14 municipal sewer (Conneaut Lake Joint Municipal Authority). The first lot, Unit 3, was sold  
15 shortly after final written approval to Mr. David Cherry, and construction immediately  
16 began. The home was finished in the spring of 2021, shortly after Mr. Joseph purchased the  
17 park at bankruptcy sale. Despite the prior approvals from the municipalities and the former  
18 Trustees to connect to the Parks water system, Mr. Joseph denied access to the system  
19 unless Mr. Cherry paid a \$8,500.00 connection fee. The Applicants filed Exhibit B-10,  
20 which lists the tariff, and there is no connection fee mentioned. Mr. Russ has since had to  
21 go back to Summit Township to revise the sub-division plan to include well water as a  
22 possible source.

23 **Q: Does this conclude your rebuttal testimony?**

1 A: Yes, it concludes my rebuttal testimony of Mr. Joseph, however, I reserve the right to file  
2 such additional testimony that may be necessary and appropriate

3

4

# Tolbert Exhibit A

From the Meadville Tribune 7-Sept 2022

## 105 PUBLIC NOTICES

**PUBLIC NOTICE  
LEGAL NOTICE**  
The Summit Township Zoning Hearing Board will conduct a public hearing on Wednesday, September 21, 2022, 7:00pm at 10956 Plum Street, Harmonsburg, PA. The Zoning Hearing Board shall consider the variance request

## 105 PUBLIC NOTICES

of Keldon Holdings, LLC, 713 Broad Acres, Narberth, PA 19072 owners of tax parcels 5513-001, 5513-041, 5513-040, 5513-033, 5513-034, 5513-038, 5513-039, 5513-044, 5513-045, 5513-016, 5513-165, 5513-167, 5513-168, 5513-164 and 5513-166. The property is

## 105 PUBLIC NOTICES

located along both the east and west side sides of PA route 618, both north and south of Reed Avenue. Kelton Holdings are requesting a Special Exception and a Variance for relief from zoning ordinance section 519.12 70-foot buffer for RV sites from

## 105 PUBLIC NOTICES

public roadways and property lines. They are proposing to expand the original Camperland west of PA Route 618 by adding 57 recreational full hook-up campsites per an approved and permitted design by PCE for the Trustees of Conneaut Lake Park

## 105 PUBLIC NOTICES

in 2018, plus an additional 52 sites, associated gravel pads, restroom facilities with showers, roadways, parking areas, storm-water management facilities and utilities. On the east side, 360 new 2,000 sq ft RV sites plus related facilities, two boat storage

## 105 PUBLIC NOTICES

buildings, new recreational amenities including a swimming pool and the repurposing of the Convention Center as an indoor Amusement Center in addition to some existing features, etc. are proposed collectively as a family recreational RV park.

## 105 PUBLIC NOTICES

The proposed development lies within the B-1 Business District as shown on the Summit Township Zoning Map, and the RV park and Campground are listed as a Special Exception use within the said District. All interested persons shall appear and be

## 105 PUBLIC NOTICES

heard. The hearing shall be conducted in accordance with the applicable provisions of the Summit Township Zoning Ordinance and the Municipalities Planning Code. Robert W Moore, Secretary/Treasurer  
09/07,14/22

TOLBERT  
EXHIBIT "C"  
Pg 1 of 5

**BILL OF SALE OF WATER SYSTEM**

Know all Men by these Presents,

THAT TRUSTEES OF CONNEAUT LAKE PARK, INC., a Pennsylvania non-profit corporation (the "Seller"), for and in consideration of the sum of One (\$1.00) Dollar paid by KELDON HOLDINGS, LLC, a Pennsylvania limited liability company (the "Purchaser"), at and before the execution of this Bill of Sale, the receipt whereof is hereby acknowledged, has granted, bargained, sold and delivered, and does grant, bargain, sell and deliver to the Purchaser the personal property set forth in Schedule "A" (the "Property") attached hereto and incorporated herein.

TO HAVE AND TO HOLD, the Property by the Purchaser, its successors and assigns, to its own use forever.


AND the Seller hereby covenants with the Purchaser that the Seller is the lawful owner of the Property; that the Property is free from all incumbrances; and that Seller will warrant and defend the same against the lawful claims and demands of all persons.

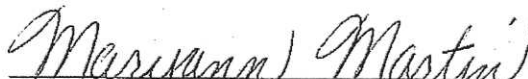
IN WITNESS WHEREOF the parties have hereunto set their hands and seals the 8<sup>th</sup> day of March, in the year two thousand and twenty-one (2021).

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

ATTEST:

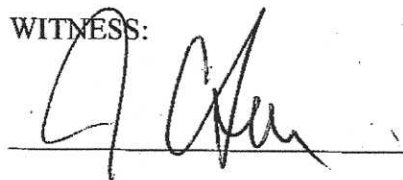
Trustees of Conneaut Lake Park, Inc.

  
James Cessna, Secretary


  
Maryann Martin, Vice President (seller)

On the day of the date of the above Bill of Sale, possession of the Property in Schedule "A" was given by the Seller to the Purchaser.

WITNESS:



Keldon Holdings, LLC

  
Todd Joseph, Member (Buyer)

SHAFFER LAW FIRM, P.C.

www.shafferlaw.com

TOLBENT  
EXHIBIT "C"  
PG 2 of 5

SCHEDULE A

1. All equipment, water treatment system, pumping system, water storage tank, and conveyance system.

TOLBERT  
EXHIBIT "C"  
PS 3 of 5

**BILL OF SALE OF INTANGIBLE ASSETS AND  
AND CUSTOMER, MAILING, VENDOR LISTS**

Know all Men by these Presents,

THAT TRUSTEES OF CONNEAUT LAKE PARK, INC., a Pennsylvania non-profit corporation (the "Seller"), for and in consideration of the sum of One (\$1.00) Dollar paid by **KELDON HOLDINGS, LLC**, a Pennsylvania limited liability company (the "Purchaser"), at and before the execution of this Bill of Sale, the receipt whereof is hereby acknowledged, has granted, bargained, sold and delivered, and does grant, bargain, sell and deliver to the Purchaser the personal property set forth in Exhibit "A" (the "Property") attached hereto and incorporated herein.

**TO HAVE AND TO HOLD**, the Property by the Purchaser, its successors and assigns, to its own use forever.


**AND** the Seller hereby covenants with the Purchaser that the Seller is the lawful owner of the Property; that the Property is free from all incumbrances; and that Seller will warrant and defend the same against the lawful claims and demands of all persons.

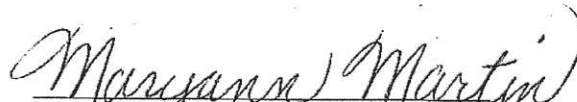
**IN WITNESS WHEREOF** the parties have hereunto set their hands and seals the 9<sup>th</sup> day of March, in the year two thousand and twenty-one (2021).

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

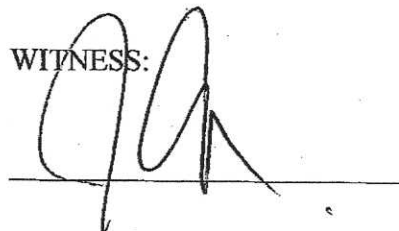
ATTEST:

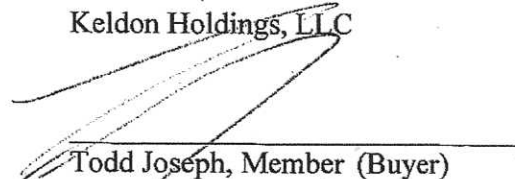
Trustees of Conneaut Lake Park, Inc.

  
James Cessna, Secretary

  
Maryann Martin, Vice President (seller)

On the day of the date of the above Bill of Sale, possession of the Property in Schedule "A" was given by the Seller to the Purchaser.

WITNESS:  


Keldon Holdings, LLC  
  
Todd Joseph, Member (Buyer)

**SHAFFER LAW FIRM, P.C.**

www.shafferlaw.com

TOLBERT  
EXHIBIT "C"  
PS 4 of 5

1. All intangible assets and all mailing lists, customer lists, vendor lists, manuals, business procedures as more fully described in an Exhibit "A" attached hereto and incorporated herein.

**SHAFER LAW FIRM, P.C.**

[www.shafelaw.com](http://www.shafelaw.com)

Page 2

**CONNEAUT LAKE PARK INTELLECTUAL PROPERTY**

TOLBERT  
EXHIBIT "c"  
PS 5 of 5

**WEBSITE**

[www.newconneautlakepark.com](http://www.newconneautlakepark.com)

**SOCIAL MEDIA SITES**

Facebook

@newconneautlakepark

<https://www.facebook.com/newconneautlakepark>

Instagram

@newconneautlakepark

<https://www.instagram.com/newconneautlakepark/>

Twitter

@conneautlakepk1

<https://twitter.com/conneautlakepk1/>

**NAME / DERIVERIVATIONS / OTHER**

Conneaut Lake Park

New Conneaut Lake Park

CLP

Blue Streak at Conneaut Lake Park

Camperland at Conneaut Lake Park

The Hotel Conneaut at Conneaut Lake Park

Splash City Water Park at Conneaut Lake Park

Park After Dark

Devil's Den

Connie Otter name and likeness

TOLBERT EXHIBIT 7  
pg 1 of 3

**MACDONALD  
ILLIG ATTORNEYS**

RECEIVED  
2021 NOV -5 AM 10:35  
PA PUC  
SECRETARY'S BUREAU

100 STATE STREET • SUITE 700  
ERIE, PA 16507-1459  
OFFICE: 814-870-7600  
FAX: 814-454-4647  
MACDONALDILLIG.COM

MARK J. SHAW, ESQ.  
ADMITTED IN PA AND OH  
DIRECT DIAL 814-870-7607  
E-MAIL [MSHAW@MIJB.COM](mailto:MSHAW@MIJB.COM)

November 1, 2021

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

Re: 10/6/21 PUC Letter  
A-210096

Dear Secretary Chiavetta:

I am submitting this letter in response to the letter dated October 6, 2021 from Paul T. Diskin, Director of the Bureau of Technical Utility Services ("Bureau") of the Pennsylvania Public Utility Commission ("PUC") directed to the Trustees Of Conneaut Lake Park, Inc. ("Trustees") and the Conneaut Lake Park Water Corporation, Inc. ("Water Corporation"). I am responding on behalf both the Trustees and the Water Corporation. I was advised by the Bureau to submit this letter to your attention.

As the PUC is aware, we have a unique situation here as the water assets were transferred as part of a bankruptcy case involving not only the water assets of Conneaut Lake Park, but many other assets of the Park. It is my understanding that the PUC was notified of the pending transfer in the Bankruptcy Court of the assets of the Park, including the water system, but did not appear in the Bankruptcy proceeding to object to the transfer or raise an issue regarding needing PUC approval for any transfer. Consequently, the Bankruptcy Court approved the transfer, the assets were transferred and the funds received have been distributed to the secured creditors.

Shortly after receiving the letter, I spoke to Paul Zander of the Bureau as directed by the October 6, 2021 letter. I advised Mr. Zander that the Trustees and the Water Corporation were working together to explore transferring the assets of the Park's water system to a private water company that currently is a PUC approved owner/operator of numerous private waters systems throughout the Commonwealth, holding a Certificate of Public Convenience for those systems. Those discussions at that time were just beginning. Mr. Zander explained that the process to approve the transfer and issue a new Certificate can take anywhere from 6-9 months or more

MACDONALD ILLIG JONES & BRITTON LLP

November 1, 2021

Page -2-

depending on how complicated it may be. Given the timing and the possible transfer to a third party, I suggested that the parties maybe hold off on submitting an application for the Water Corporation, but instead focus on the possible transfer to a third party and then submit only one application for the third party. Based on our conversation, it was my understanding that so long as the parties were heading down that path of transferring to a third party, the parties could hold off on submitting the necessary applications for the Water Corporation to obtain a Certificate of Public Convenience, presuming that the parties committed to continuing to operate the system during that time frame. I indicated that I would submit the parties intentions in writing.

Subsequent to my conversation with Mr. Zander, the parties also began discussion with a local joint authority, which may be interested in taking over the water system. We currently are trying to engage the authority in those discussions. Meanwhile, we have been providing information to the private water company as well.

As a result of that development, I spoke to Mr. Zander again to give him an update on where things stood. He advised that I should send this letter to you advising of the actions the parties have taken and are proposing to take to resolve the issues raised in the October 6, 2021 letter.

Based on the current circumstances, the Trustees and the Water Corporation would like to hold off on submitting the applications requested by the October 6, 2021 letter and instead continue to pursue the option transferring the Conneaut Lake Park water system to a third party, whether it be an experienced private water company or a joint municipal authority. The parties would like an extension of six months while the negotiations proceed. Meanwhile, the parties intend to enter into a Management Agreement between them that is intended to ensure that the parties are complying with PUC rules and regulations. The parties currently are working on a draft of that Agreement. The basic parameters of the agreement ensure that the operation of the water system will continue and be provided by the Water Corporation while the Trustees will handle the billing matters.

Lastly, we propose to submit reports on a 45 day basis to keep the PUC apprised of the status of the negotiations.

Please confirm that the steps proposed by the Trustees and the Water Corporation will satisfy the direction given by Director Diskin in his letter dated October 6, 2021.

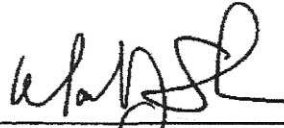
November 1, 2021  
Page -3-

Thank you for your consideration. Please let me know if you have any questions or concerns.

Very truly yours,

MacDONALD, ILLIG, JONES & BRITTON LLP

By

  
Mark J. Shaw

MJS/ssk/1722478

cc: Paul Zander (via email)  
Michael Swindler, Esquire (via email)  
Office of Consumer Advocate (via U.S. Mail)  
Office of Small Business Advocate (via U.S. Mail)  
Department of Environmental Protection, Central Office (via U.S. Mail)  
Department of Environmental Protection, Northwest Regional Office (via U.S. Mail)  
Bureau of Investigation and Enforcement (via U.S. Mail)  
Bureau of Technical Utility Services (via U.S. Mail)  
Trustees of Conneaut Lake Park, Inc. (via email)  
Keldron Holdings, LLC (via email)  
Conneaut Lake Park Water Corporation, Inc. (via email)

RECEIVED  
2021 NOV 5 5 AM 10:35  
PA PUC  
SECRETARY'S BUREAU

TOLBERT EXHIBIT "E"  
PS 1 of 2



CLP Water Corporation Inc.  
newconneautlakepark@gmail.com

BILLING ADDRESS

DUE DATE: Dec 31<sup>st</sup>, 2022

James Tolbert Jr.  
21986 Russet Dr.  
Meadville, PA 16335

2022 Water Service ..... \$86.40  
Jan 1st – Dec 31st

Make check payable to CLP Water Corporation

**Mail Payment To:** CLP Water Corporation  
PO Box 242  
Harmonsburg, PA 16422

\_\_\_\_\_  
Tear here and return this portion with payment.

SERVICE ADDRESS

2022 Water Service

Change in Billing Address

12573 Comstock St  
Conneaut Lake, PA 16316

Jan 1st - Dec 31st

\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Total Due: \$86.40

Invoice Date

August 1, 2022

Tolbert EXHIBIT "E"  
pg 2 of 2



CLP Water Corporation Inc.  
PO Box 52  
Conneaut Lake PA 16316

BILLING ADDRESS

James Tolbert Jr.  
21986 Russet Drive  
Meadville PA 16335

DUE DATE: August 1st, 2021

8/26 # 4606

2021 Water Service ..... \$86.40

Make check payable to CLP Water Corporation

**Mail Payment To:**

CLP Water Corporation  
PO Box 52  
Conneaut Lake PA 16316

\$86.40

2102-046  
110 WATER

is portion with e





## MANAGEMENT AGREEMENT

This Agreement made this 23<sup>rd</sup> day of November, 2021 by and between:

**TRUSTEES OF CONNEAUT LAKE PARK, INC.**, a Pennsylvania non-profit corporation with a mailing address of 798 Bessemer Street, Meadville, PA 16335, hereinafter the "Trustees"

AND

**KELDON HOLDINGS, LLC**, a Pennsylvania limited liability company with a mailing address of 12382 Center Street, Conneaut Lake, PA 16316, hereinafter "Keldon"

AND

**CONNEAUT LAKE PARK WATER CORPORATION, INC.**, a Pennsylvania corporation with a mailing address of 12382 Center Street, Conneaut Lake, PA 16316, hereinafter "Water Corporation"

### BACKGROUND

Keldon acquired all of assets of the Trustees on March 8, 2021. The Conneaut Lake Park Public Water System was an asset conveyed which included the water delivery system, water holding tank, conveyance system, purification system, rights to service customers, Pennsylvania Public Utility Commission Tariff #210096 (the "PUC Tariff"), and Pennsylvania Department of Environmental Protection Public Water Supply Operation Permit No. 2009505-T1 and its four (4) associated public water supply permits: 2084504-T3-MA-1, 2009505, 2009505-MA-1, and 20084504-T-MA2 (collectively, the "DEP Permits") (all of the foregoing, collectively, the "Water System"). Subsequent to the transfer of the assets from the Trustees to Keldon, Keldon transferred the assets of the Water System to the Water Corporation. The DEP Permits were successfully transferred from the Trustees to the Water Corporation by DEP approval letter dated August 6, 2021. For various reasons, PUC's approval of the transfer of the water system has yet to occur. In order to accomplish that Transfer, the parties need to have the PUC issue a Certificate of Public Convenience to the Water Corporation and approve the Trustee's abandonment of the Water System. Until those approvals are received from the PUC, this Management Agreement is necessary to split the responsibilities of operating the Water System between the Trustees as the current holder of the Certificate of Public Convenience and the Water Corporation as the current owner of the Water System.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. BACKGROUND. The background section is incorporated herein as if fully set forth herein.

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2. **RESPONSIBILITIES OF THE TRUSTEES.** The Trustees assume the following responsibilities for the Water Corporation and will perform them in a professional manner and in conformance with all applicable industry standards and expectations:

- Submit service billing statements to all customers of the Water System;
- Provide for the collection of the payment of all bills for services from the customers; All funds received shall be conducted through separate and dedicated accounts in the name of and owned by the Trustees.
- Provide reporting of all billings and all funds received from those billings to the Water Corporation;
- Provide a means of communication to all customers of the Water System to field inquires related to all billing issues;
- Ensure that the Water Corporation fulfills its responsibilities under this Agreement

Collectively, the "Trustees' Responsibilities".

3. **RESPONSIBILITIES OF WATER CORPORATION.** The Water Corporation assumes responsibility for all other aspects of the physical operation of the Water System to ensure that its operation is, and remains, in compliance with applicable rules and regulations including, but not being limited to, the following:

- Receiving, responding to and paying for all maintenance calls, emergency response, repairs and maintenance to the Water System,
- To the extent a maintenance call and/or repair is allowed to be billed to the customer under the PUC Water Tariff for Conneaut Lake Park the Water Corporation shall provide to the Trustees such information as necessary to allow the Trustees to bill the customer for that work,
- Contracting with, and paying, a certified water operator to conduct all necessary operations, testing, and reporting to remain in compliance with all applicable federal and state regulations in the operation of the Water System;
- Acquiring, maintaining, and paying for all appropriate insurance policies covering all operation of the Water System; and
- All other services required to operate and maintain the Water System.

Collectively, the "Water Corporation's Responsibilities".

4. **COMPENSATION OF THE PARTIES.**

a.) TRUSTEES.

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1. The Trustees shall be compensated for the Trustees' Responsibilities in the flat fee amount of One Hundred Dollars (\$100.00) per month.

b). WATER CORPORATION

1. The Water Corporation shall be compensated for fulfilling the Water Corporation Responsibilities from the monies collected from all billings issued by the Trustees, less the Trustees' compensation.

2. On a monthly basis and after the Trustees have been compensated in accordance with this Agreement, the Trustees shall transfer any remaining funds collected from the Water System billings (less an amount needed to keep the account open) to the appropriate account(s) of the Water Corporation as designated by the Water Corporation. Such funds shall be used to pay any amounts due for the responsibilities of the Water Corporation. Any funds left over shall be retained by the Water Corporation to pay for the future expenses incurred by the Water Corporation fulfilling the Water Corporation Responsibilities; to the extent the funding received from the billings does not cover the Water Corporation Responsibilities expenses, the Water Corporation and/or Weldon shall be responsible for paying that shortfall.

3. With each billing fund transfer from the Trustees to the Water Corporation, the Trustees shall prepare evidence of approval and checks for signature by appropriate the Water Corporation officials but shall make no disbursement for any of the Water Corporation accounts without the signature of the appropriate Water Corporation officers designated for such purposes as determined and approved by the Board of Directors of the Water Corporation.

5. **INDEPENDENT CONTRACTOR**. The relationship between the Trustees and the Water Corporation is and shall at all times remain that of principal (Water Corporation) and independent contractor (The Trustees) and neither the Trustees nor any official, agent, servant, or employee of the Trustees shall be deemed to be a servant or employee of the Water Corporation.
6. **TERM**. This Agreement shall be effective upon the effective date first set forth herein and shall continue for a period of six (6) months or until the PUC Tariff is lawfully transferred to the Water Corporation or any other party, whichever occurs first. Notwithstanding the foregoing, within thirty (30) days of the expiration of this six (6) month term, the parties can mutually agree to extend the term of this Agreement for additional thirty (30) day periods. Notice of the intention to extend the Agreement shall be given, in writing, at the addresses provided herein on this Agreement. This Management Agreement shall automatically terminate upon the issuance of the Certificate of Public Convenience for the Water System to the Water Corporation or any other party.

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7. **GENERAL PROVISIONS.** The following general terms, conditions and provisions shall govern the interpretation and enforcement of the terms of this Agreement:

a.) *Expenses.* Each party shall pay its own expenses incurred in the making of this Agreement.

b.) *Assignment.* Neither this Agreement nor any right created hereby shall be assignable by any party without the prior written consent of each other party. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto and their successors, any rights or remedies under or by reason of this Agreement.

c.) *Notices.* Any notice, communication, request, reply or advice (hereinafter severally and collectively called "notice") in this Agreement provided or permitted to be given, made or accepted by any party must be in writing and may be given or be served by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested or by delivering the same in person to such party. Notice deposited in the mail in the manner herein above described shall be effective only if and when received by the party to be notified. For purposes of notice the addresses of the parties, until changed as provided below, shall be as follows:

(i) If to the Trustees, to:  
Trustees of Conneaut Lake Park, Inc.  
798 Bessemer Street  
Meadville, Pennsylvania 16335  
Attention: James J. Becker

(ii) If to Keldon, to:  
Keldon Holdings, LLC  
12382 Center Street  
Conneaut Lake, Pa 16316  
Attention: Todd Joseph

(iii) If to Water Corporation, to:  
Conneaut Lake Park Water Corporation, Inc.  
12382 Center Street  
Conneaut Lake, Pa 16316  
Attention: Todd Joseph

d.) *Headings.* Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this

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together shall constitute but one and the same instrument.

- f.) *Parties in Interest.* All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties, their heirs, executors, administrators, successors and assigns.
- g.) *Choice of Law.* It is the intention of the parties that the laws of Pennsylvania should govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties.
- h.) *Gender.* All personal pronouns used in this Agreement shall include all other genders whether used in the masculine or feminine or neuter gender, and the singular, shall include the plural and the plural shall include the singular whenever and as often as may be appropriate.
- i.) *Amendment, Modification and Waiver.* This Agreement may only be modified or amended in a writing signed by the parties. It is forever agreed and acknowledged that the parties must be free to assign the administration and performance of this Agreement to various agents, officers, servants and employees and it is acknowledged that such persons may not be aware of the terms hereof or have access to copies of this Agreement and that the parties and principals thereof may inadvertently act at variance with the terms hereof It is therefore specifically agreed.
- j.) *Product of Negotiation.* This Agreement is the product of extensive negotiation between the parties and no construction, interpretation, enforcement, inference or presumption, in favor of or against any party, shall be made as a consequence of the identity of the draftsman of this final statement of the product of such negotiation in the form of this Agreement.
- k.) *Acts Required to Bind.* The parties acknowledge that the actions of the Trustee's Manager and of all other Trustee employees and officials in the negotiation of this Agreement and in the reduction of drafts to writing are done for the convenience of all parties hereto and that the Trustee's cannot be bound by any term, condition or provision of any agreement or to any understanding or arrangement whatsoever without the prior approval thereof by the Trustee's in a public meeting duly assembled.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names and on their behalf by their duly authorized officers and their respective seals to be affixed and duly attested all as of the date and year first above written.


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ATTEST:

TRUSTEES OF CONNEAUT LAKE PARK,  
INC.

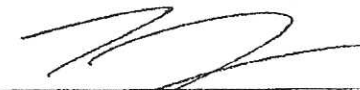
By:   
James Cessna, Secretary

By:   
Name: Maryann Martin, Vice President

WITNESS:

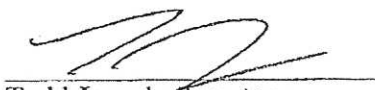
KELDON HOLDINGS, LLC


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BY:   
Todd Joseph, Sole Member

ATTEST:

CONNEAUT LAKE PARK WATER  
CORPORATION, INC.

  
Todd Joseph, Secretary

BY:   
Todd Joseph, President

Tolbert EXHIBIT "H"  
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