

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission	: R-2023-3041575
Office of Consumer Advocate	: C-2023-3043091
Office of Small Business Advocate	: C-2023-3043163
George Malloy	: C-2023-3043026
Sharon Arneson	: C-2023-3043397
Rhonda Jaquay, et al.	: C-2023-3043552
James S. Tolbert, Jr.	: C-2023-3043979
v.	:
Conneaut Lake Park Water Corporation, Inc.	:
Petition of Conneaut Lake Park Water Corporation, Inc. for Approval Of a Metering Exception	: : P-2023-3042648 :

**JOINT PETITION FOR APPROVAL OF
SETTLEMENT OF RATE PROCEEDING**

I. INTRODUCTION

Conneaut Lake Park Water Corporation, Inc. ("CLPWC"), the Office of Consumer Advocate ("OCA"), the Pennsylvania Public Utility Commission's Bureau of Investigation & Enforcement ("I&E"), the Office of Small Business Advocate ("OSBA"), individual consumers including but not limited to Rhonda Jaquay (the "Consumers"), and James Tolbert ("Mr. Tolbert"), being all of the parties to the above-captioned proceeding (hereinafter collectively referred to as the "Joint Petitioners"), hereby join in this "Joint Petition for Approval of Settlement of Rate Proceeding" ("Settlement"), and respectfully request that the Honorable Administrative Law Judge Eranda Vero and the Honorable Administrative Law Judge Arlene Ashton (the "ALJs") and the Pennsylvania Public Utility Commission ("Commission" or "PUC") approve this settlement without modification.

As fully set forth and explained below, the Joint Petitioners have agreed to a settlement of all issues in the above-captioned proceeding. The Settlement provides for an incremental rate increase designed to produce additional annual operating revenues of \$75,000 over the present tariff rate. Attached as **Appendix A** is the Procedural History, Proposed Conclusions of Law, and Proposed Ordering Paragraphs. Attached as **Appendix B** is the Statement of Revenues and the Bill Analysis based on the terms of the Settlement. Attached as **Appendix C** is a tariff supplement based on the Settlement terms.

In support of this Settlement, the Joint Petitioners state the following:

II. STIPULATION OF FACTS/PROCEDURAL HISTORY

1. CLPWC is a small water limited liability company that provides water service to the public for compensation in portions of Sadsbury and Summit Townships, Crawford County, PA. As of year-end 2023, CLPWC provided water service to 162 residential customers and 3 commercial customers in Conneaut Lake.

2. CLPWC acquired the water system as a result of the bankruptcy and forced sale of the system and from the prior owners, the Trustees of Conneaut Lake Park. Although the Bankruptcy sale occurred in 2021, the PUC did not issue the Certificate of Public Convenience to CLPWC until April 20, 2023. The condition of the water system at the time it was acquired was poor, and many aspects of the system need to be improved.

3. The last rate increase for the water system was obtained by the prior public utility owner in 2009. The rates approved in 2009 are not sufficient to cover the costs of operating the water system currently.

4. On August 31, 2023, CLPWC filed proposed Supplement No. 1 to P.U.C. No. 1 ("Supplement No. 1"), to be effective October 29, 2023. The proposed tariff supplement provided for an increase in base revenues of \$257,797. CLPWC also filed the supporting data required by 52 Pa. Code § 53.52.

5. On August 31, 2023, CLPWC also filed a Petition for Exemption from Metering requirements with the Commission. The Petition was docketed at P-2023-3042648.

6. On September 18, 2023, counsel for the OCA filed the Office of Consumer Advocate's Formal Complaint and Public Statement, serving as notice of his entry of appearance. This was docketed at C-2023-3043091. OCA is authorized to represent the interests of consumers before the Commission. Act 161 of 1976, 71 P.S. §309-2.

7. On September 18, 2023, residential consumer George Malloy filed a Formal Complaint against the general base rate request. This was docketed at C-2023-3043026.

8. On September 19, 2023, counsel for I&E entered their Notice of Appearance. I&E is the prosecutory bureau for purposes of representing the public interest in ratemaking and service matters before the Office of Administrative Law Judge. *Implementation of Act 129 of 2008 Organization of Bureaus and Offices*, Docket No. M-2008-20071852.

9. On September 20, 2023, the Office of Small Business Advocate filed the Rate Complaint, Public Statement and counsel for the OSBA entered her Notice of Appearance. This was docketed at C-2023-3043163. OSBA is authorized to represent the interests of small business consumers before the Commission. 73 P.S. § 399.43.

10. On September 20, 2023, Preliminary Objections were filed in the meter case on behalf of certain customers by Attorney Joshua Brown, Esq. who filed a Notice of Appearance.

On October 2, 2023, CLPWC filed an Answer to Preliminary Objections. On October 10, 2023, an interim order was issued denying the Preliminary Objections.

11. On September 27, 2023, Joshua Brown entered his Notice of Appearance on behalf of George Malloy.

12. On October 4, 2023, residential consumer Sharon Arneson filed a Formal Complaint against the general base rate request. Ms. Arneson is a residential customer who is represented by Attorney Joshua D. Brown, Esq. in this matter. This was docketed at C-2023-3043397.

13. On October 17, 2023, residential consumers Rhonda Jaquay, et. al, represented by Joshua Brown, Esq., filed a Formal Complaint against the general base rate request. This was docketed at C-2023-3043552. A list of the consumers represented by Attorney Brown and their respective addresses has been attached hereto as **Appendix D**.

14. By Order dated October 19, 2023, the PUC suspended Supplement No. 1 by operation of law until May 31, 2024, unless otherwise directed by Order of the Commission. In accordance with the Order, CLPWC filed a tariff supplement reflecting the suspension on October 27, 2023.

15. On October 20, 2023, residential consumer Douglas Smith filed a Formal Complaint against the general base rate request. This was docketed at C-2023-3043659.

16. On October 26, 2023, CLPWC filed a letter consenting to mediation and extending the statutory deadline to July 30, 2024.

17. On October 31, 2023, residential consumer James Tolbert ("Mr. Tolbert") filed a Formal Complaint against the general base rate request. This was docketed at C-2023-3043979. Mr. Tolbert is a residential customer who is not represented by counsel in this matter.

18. On November 8, 2023, Judges Vero and Ashton, following a Prehearing Conference held on October 26, 2023, issued a Prehearing Order consolidating the Rate case and the Meter case, as well as all of the individual complaints filed in both matters. The Order also scheduled public input hearings for December 7, 2023, which were held, and testimony was presented.

19. On December 14, 2023, CLPWC filed a letter extending the mediation and extending the statutory deadline to September 13, 2024.

20. Throughout this period, extensive formal and informal discovery was conducted by the parties.

21. The Joint Petitioners engaged in several mediation sessions, which occurred on: November 21, 2023; December 1, 2023; December 13, 2023; December 19, 2023; January 5, 2024; February 6, 2024; and February 29, 2024.

22. On January 12, 2023, CLPWC filed a letter extending the mediation and extending the statutory deadline to November 8, 2024.

23. On March 11, 2024, the Joint Petitioners reached a full settlement. On March 13, 2024, the ALJs were notified that the parties had reached a full settlement in principle.

24. On March 27, 2024, ALJs Ashton and Vero conducted a prehearing conference that confirmed the existence of a unanimous full settlement in principle and established a schedule for submission of the Settlement and parties' Statements in Support. This Settlement Petition and attached Statements in Support convey that the Settlement is in the public interest.¹

¹ With the exception of one intentional abstention from a homeowner resident represented by Mr. Brown.

III. SETTLEMENT TERMS

25. In settlement of all issues in this base rate proceeding, the Joint Petitioners agree as follows:

A. Settlement - Revenue Requirement

26. Following entry of a Commission final order approving this Settlement, Conneaut shall file a compliance tariff supplement, effective as of the date of the filing, with new rates designed to produce \$75,000 in additional operating revenue over present rates upon completion of a set of agreed upon required improvements to the existing water system and distribution service. The rates in the tariff shall be as follows:

- | | |
|----------------------------|---|
| a) Flat Rate - Residential | \$ 38.71 per month to be billed quarterly. |
| b) Flat Rate - Commercial | \$240.00 per month to be billed quarterly. |
| c) Metered - Commercial | \$38.71 per month to be billed quarterly.
\$1.29 per hundred gallons to be billed quarterly. |

The rates will be effective as of the date of filing the compliance tariff.²

27. As part of the terms of this Settlement, no rate increase will go into effect until:

- a) CLPWC submits a report to the Commission with copies to the Joint Petitioners certifying that it has completed the following requirements:

1. The requirements of Paragraph 38;

² The OSBA does not oppose the rates agreed to by the parties.

2. The requirements of Paragraphs 30 - 35, Section B, Customer Service, Items 1 through 6, provided that the required second post card mailing in Paragraph 32 does not need to be satisfied to file the compliance tariff under this Section;
3. The requirements of Paragraphs 46 - 47, Section E, Customer Complaints; and
4. The requirements of Paragraphs 48-50, Section F, Regulatory Compliance.

b) Any comments submitted under Paragraph 28 have been resolved.

28. Upon receipt of the report in Paragraph 27 above, the parties to this proceeding shall have thirty (30) days to submit written comments to the report. The Company shall have thirty (30) days to respond to any responsive comments. Any party filing written comments shall contact the Company at least five (5) days before filing comments to attempt to resolve the concerns of the commenting party. Failure to submit any comments shall constitute a waiver of any claims relating to the status of the Company's compliance with the requirements of Paragraph 26.

29. The Company agrees to not institute a rate proceeding for 22 months following the approval of the Settlement Agreement.

B. Settlement - Customer Service

30. Within 5 days of signing a Settlement Agreement, CLPWC shall create a phone number, for the water company only, that customers can call. CLPWC shall provide confirmation of the phone number to the parties within two (2) business days after creation of the number.

31. Within 5 days of signing a Settlement Agreement, CLPWC shall hire/designate someone (other than Todd Joseph [sole member of the LLC, CLP Water Park LLC, which is the sole member of CLPWC]) to be responsible for fielding calls from customers.

32. The Company shall include information on customers' bills that provides the number and email they can contact, or place(s) they can go to view documents. Additionally, the Company shall add a bill message indicating that all calls will be responded to within 24 hours, but if there is an emergency then call 330-437-6102. These changes will be implemented in the first bill issued following the entry of the Order.

33. CLPWC shall create a postcard/ mailing to mail to the customer's billing address with Company contact information that will be sent out within 5 days following the entry of the order and a second time three months after the first.

- a) Within 15 days of signing the Settlement Agreement, CLPWC shall work with the OCA on the messaging to be included on the postcard/ mailing; however, CLPWC will have the final say on the language.
- b) At a minimum, the postcard/ mailing should also inform customers that, if their water has a color/ odor, the customer can try running the water for fifteen minutes to a half hour to see if it clears out any built-up sediment (especially seasonal customers). This practice should only be done until customers are metered.
- c) The postcard will also have the following statement: "The Company agrees that water customers will not be restricted any area open to the public or paying patrons at non-utility businesses owned by Todd Joseph located in the service territory due to a water system dispute or complaint."

34. Within five (5) days of signing the Settlement Agreement, CLPWC shall, to the extent not previously mailed, provide all customers with CLPWC's most recent Consumer

Confidence Report ("CCR") via mail. The CCRs will also be sent directly to each ratepayer every year in accordance with 25 Pa. Code § 109.416.

35. After the signing of the Settlement Agreement, CLPWC shall create a website or accessible virtual location for customers to view water company documents (i.e., tariffs, reports). In addition, CLPWC shall place the latest CCR on its Company website or Facebook Page.

36. CLPWC shall commit to holding one (1) meeting with customers each year during the summer season, starting in 2024. CLPWC's certified operator shall be present at the meeting. The meeting shall include discussion of the status of the water system any current/planned improvement projects. CLPWC shall provide confirmation to the Commission and statutory advocates with when the meeting was held and shall include meeting minutes. CLPWC shall hold the meeting once a year during the summer months (June - August).

37. CLPWC agrees that water customers shall not be restricted from accessing any area open to the public or paying patrons at non-utility businesses owned by Todd Joseph located in the service territory due to a water system dispute or complaint.

C. Settlement - System Improvements

38. Water Testing.

- a) No later than 15 days after the signing of the Settlement Agreement, CLPWC shall conduct one round of sampling and testing for arsenic, iron and manganese at eight (8) prespecified locations, identified in the aerial photo of the area attached hereto as **Appendix E**. Within 30 days of the first round of sampling and testing, a second round of testing shall be performed at the same locations. If the results of the sampling from the second round of testing shows an exceedance of applicable drinking water quality standards in any location that

did not have an exceedance in the first round, a third round of sampling shall be conducted at that location within 30 days.

- b) If iron and manganese are found at any point in the system above applicable drinking water quality standards for two consecutive sampling events, within 45 days of receipt of the last noncompliant sample result, CLPWC shall initiate an investigation to identify the source of the iron and/or manganese.
- c) In addition to the water testing requirements described above, CLPWC shall prepare a plan to address any iron and/or manganese found in the water system and subject to Pennsylvania Department of Environmental Protection ("PaDEP") approval, will begin implementing the plan.

39. If the Section 529³ process described in Section G below is not completed within nine (9) months of the Petition under Section 529 being filed, unless an extension is agreed to by the parties, within sixty (60) days after that deadline, the Company shall hire a Professional Engineer with established expertise in water to conduct a feasibility analysis to evaluate the water treatment and distribution system and make a prioritized list of recommended improvements. Each recommendation shall be accompanied by a written estimate and an estimated time for completion. The Professional Engineer's report shall be completed within ten (10) months.

- a) Upon completion of the Engineer's report, it shall be submitted to the Commission and statutory advocates for their review and comment.

³ 66 Pa.C.S. § 529.

- b) Upon approval, the parties shall negotiate what projects need to be completed and the priority of those selected projects to be initiated and completed within the next five (5) to ten (10) years.
- c) No later than six (6) months after completing item (b) above, CLPWC shall put a plan in place, including an estimated time frame, of when/how it will perform all repairs and replacements recommended by the water engineering firm's inspection report.

40. No later than eight (8) months after entry of the Order, CLPWC shall identify the location of CLPWC's service line and shut off valve for each customer. If a customer fails to cooperate, the deadline for CLPWC shall be extended by three months, up to one time, for locating the service line and shut off valve of the non-cooperative customer.

41. Within thirty (30) days of the issuance of the Order, CLPWC shall obtain quotes to place fencing or other security around the water tank.

42. Upon execution of the Settlement Agreement, CLPWC shall read, record and bill all commercial meters based on monthly usage; however, CLPWC is allowed to bill quarterly. Commercial and residential customers shall be billed on the same billing schedule. CLPWC shall provide notice to customers of a change in billing schedule from quarterly to monthly at least two billing cycles prior to implementing that change.

43. CLPWC shall adhere to its existing program for maintaining and exercising isolation valves and recording the exercising in its log.

44. CLPWC shall remain current on its electric bills on a going-forward basis.

D. Settlement - Funding

45. CLPWC shall apply for PennVEST funding and federal funding, in the form of grants or loans, prior to seeking outside non-affiliated private financing for all projects carried out pursuant to paragraphs 38 and 39 of the Settlement.

E. Settlement - Customer Complaints

46. No later than three (3) months after the entry of the Commission's Order, CLPWC shall create and maintain a customer complaint log in accordance with 52 Pa. Code § 65.3 and will provide the log to the parties each quarter through 2025.

47. No later than three (3) months after the Commission's Order, to comply with 52 Pa. Code § 65.3 for customer complaints, CLPWC shall provide a report to the Commission and statutory advocates outlining the customer complaint process in detail.

F. Settlement - Regulatory Compliance

48. No later than three (3) months after the entry of the Commission's Order, the revenues, expenses, and property for CLPWC's water service shall be segregated from non-utility business. CLPWC shall establish and maintain a system of accounts in accordance with the Code and Regulations (66 Pa.C.S. § 1701, 52 Pa. Code § 65.16).

49. CLPWC shall ensure that its termination procedures are fully compliant with Chapter 56 of Commission Regulations, Subchapters E (relating to termination of service) and F (relating to disputes; termination disputes; informal and formal complaints), and the Public Utility Code. CLPWC shall preserve written or recorded disputes and complaints regarding service terminations and reconnections in accordance with 52 Pa. Code § 56.202 (relating to record maintenance).

50. CLPWC shall ensure that it does not bill its customers a greater or lesser rate for water service rendered than that specified in its Commission approved tariff. CLPWC shall not charge customer a tapping fee as it is not a tariff rate.

G. Settlement - Section 529 Proceeding

51. The Bureau of Investigation and Enforcement shall initiate a Section 529 proceeding of the Public Utility Code no later than three (3) months after entry of a Commission Order. I&E agrees that it will not seek any fines or penalties against CLPWC for any alleged violations of the Public Utility Code, or PUC rules and regulations, by CLPWC that occurred prior to the date of the Commission's approval of the Settlement Agreement. CLPWC reserves the right to challenge the acquisition and present evidence proving its ability to render adequate, efficient, safe and reasonable service at just and reasonable rates.

H. Settlement - Longer-Term Goals

52. CLPWC shall continue its current plan in place to minimize lead contamination, which is the addition of sodium silicate to the distribution system, provided such plan is allowed by Pa DEP.

53. CLPWC shall continue to measure static and pumping water levels in the manner it currently does.

54. CLPWC shall continue to document instrument calibration.

I. Settlement - Resident Metering

55. No later than five (5) years from the date of the settlement, CLPWC shall install meters for all of its residential customers.

J. Settlement - Miscellaneous

56. It is understood and agreed among the Joint Petitioners that the Settlement is a black box settlement, the result of compromise and does not necessarily represent the position(s) that would be advanced by any party in this or any other proceeding, if it were fully litigated.

57. The settling parties acknowledge that the Settlement is being presented only in the context of this proceeding in an effort to resolve the proceeding in a manner that is fair and reasonable. The Settlement represents a carefully balanced compromise of the interests of all of the Joint Petitioners in this proceeding. This Settlement is presented without prejudice to any position which any of the Joint Petitioners may have advanced and without prejudice to the position any of the Joint Petitioners may advance in the future on the merits of the issues in future proceedings, except to the extent necessary to effectuate the terms and conditions of this Settlement.

58. The Settlement is conditioned upon the Commission's approval of the terms and conditions contained in this Settlement without modification. If the Commission modifies the Settlement, any Joint Petitioner may elect to withdraw from the Settlement and may proceed with litigation. Such election to withdraw must be made in writing, filed with the Secretary of the Commission and served upon all Joint Petitioners within five (5) business days after the entry of the Commission's Order, and, in such event, the Settlement shall be of no force and effect. In the event that the Commission disapproves the Settlement or any Joint Petitioner elects to withdraw from the Settlement as provided above, each of the Joint Petitioners reserves their respective rights to fully litigate this case, including, but not limited to, presentation of witnesses, cross-examination and legal argument through submission of Briefs, Exceptions and Replies to Exceptions. The Joint Petitioners acknowledge and agree that this Settlement, if approved by the Commission without

modification, shall have the same force and effect as if the Joint Petitioners had fully litigated this proceeding.

59. This Settlement is proposed by the Joint Petitioners to settle all issues in the instant proceeding. If the Commission does not approve the Settlement and the proceedings continue, the Joint Petitioners reserve their respective procedural rights, including the right to present additional testimony and to conduct full cross-examination, briefing and argument. The Settlement is made without any admission against, or prejudice to, any position which any Joint Petitioner may adopt in the event of any subsequent litigation of these proceedings, or in any other proceeding.

60. The Joint Petitioners acknowledge that the Settlement reflects a compromise of competing positions and does not necessarily reflect any party's position with respect to any issues raised in this proceeding. This Settlement may not be cited as precedent in any future proceeding, except to the extent required to implement this Settlement.

61. If the ALJs, in the Recommended Decision, recommend that the Commission adopt the Settlement as herein proposed without modification, the Joint Petitioners agree to waive the filing of Exceptions with respect to any issues addressed by the Settlement. However, the Joint Petitioners do not waive their rights to file Exceptions with respect to: (a) any modifications to the terms and conditions of this Settlement; or (b) any additional matters proposed by the ALJs in their Recommended Decision. The Joint Petitioners also reserve the right to file Replies to any Exceptions that may be filed.

IV. EXHIBITS

62. As part of the Settlement, the parties agreed to provide the record in this case, including the parties' filing, public input hearing transcripts and exhibits, and discovery exchanged. These items are attached hereto as **Exhibits 1 through 19**.

V. THE SETTLEMENT IS IN THE PUBLIC INTEREST

63. The proposed Settlement provides a reasonable resolution. This Settlement was achieved by the Joint Petitioners after an extensive investigation of CLPWC filings, including informal and formal discovery, public input hearings, and exhaustive settlement negotiations. The Joint Petitioners in this proceeding had substantially different views on many issues in this proceeding, including rate design principles. Where the Joint Petitioners agreed, with regard to the need for certain improvements, investigation and reporting, the Settlement adopts those requirements and commitments. The Joint Petitioners were able to reach a balanced compromise on all issues that recognizes the benefit to CLPWC's ratepayers of providing CLPWC with the opportunity to receive sufficient revenue to fund the provision of adequate, efficient, safe and reasonable service.

64. The Settlement is consistent with Commission policies promoting negotiated settlements. The Parties participated in seven (7) mediation sessions, each lasting several hours. The Parties also met separately to discuss various, specific aspects of the Settlement issues. The Settlement constitutes reasonably negotiated compromises on the issues addressed. Thus, the Settlement is consistent with the Commission's rules and practices encouraging settlements, 52 Pa. Code §§ 5.231, 69.391, 69.401-69.406, and is supported by record evidence.

65. Acceptance of the Settlement will avoid the necessity of further administrative and possibly appellate proceedings regarding the settled issues at what would have been a substantial cost to the Joint Petitioners and CLPWC's customers.

66. Joint Petitioners have submitted, along with this Settlement, their respective Statements in Support setting forth the basis upon which each believes the Settlement to be fair, just and reasonable and therefore in the public interest. The Joint Petitioners' Statements in Support are attached hereto as **Appendix F – Appendix K**.

VI. REQUEST FOR RELIEF

WHEREFORE, the Joint Petitioners, by their respective counsel, respectfully request that:

(a) The Honorable Administrative Law Judge Eranda Vero, the Honorable Administrative Law Judge Arlene Ashton and the Commission approve this Settlement as submitted including all terms and conditions thereof without modification;

(b) The Commission's Investigation at Docket No. R-2023-3041575 be terminated and be marked closed;

(c) The Complaint of the Office of Consumer Advocate at R-2023-3041575 be marked closed; and

(d) The Commission enter an order consistent with this Settlement, terminating the proceeding and authorizing Conneaut Lake Park Water Corporation to file the tariff supplement as attached as **Appendix B** to be effective on one day's notice.

Respectfully submitted,

/s/ Mark J. Shaw
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Date: May 17, 2024

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Date: May 17, 2024

James Tolbert, Residential Consumer

Date: _____

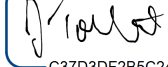
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Date: _____

DocuSigned by:



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James Tolbert, *Residential Consumer*

Date: 5/16/2024

List of Exhibits

1. Responses to TUS Data Request Set 1 - 9/22/23
2. Responses to I&E Data Requests Set RR (Nos. 1-D - 11-D) Spadaccio - 10/05/23
3. Responses to I&E Data Requests Set RE (Nos. 1-D - 15-D) Walker - 10/10/23
4. Responses to I&E Data Requests Set RS (Nos. 1-D - 6-D) Walker - 10/12/23
5. Response to I&E Data Requests Set RE (Nos. 16-D - 22-D) Walker - 10/19/23
6. Responses to Interrogatories of the Office of Consumer Advocate Set 1 - 10/26/23
7. Responses to I&E Data Requests Set RE (Nos. 23-D - 25-D) Walker - 11/03/23
8. Revised Response to I&E Data Requests Set RE No 23-D - 11/20/23
9. Responses to I&E Interrogatories Set R (Nos. 1-2) (Cline) - 11/14/23
10. Responses to CLPWC Interrogatories to Jaquay, et al. (Set 1) -
11. Responses to Data Requests OCA Set II (Nos. 1-9) - 11/28/23
12. Responses to Data Requests OCA Set II (Nos. 10-15) - 12/11/23
13. Revised Responses to BIE Nos. RB 3-4 02/01/24
14. 2/26/24 email providing detail on company practices.
15. 12/19/23 email regarding rate case costs
16. 12/12/23 email re: work invoice
17. 12/11/23 email re: daily logs for 2022
18. 12/11/23 email re: 2023 logs
19. 12/11/23 email re: convention center electric bills

List of Appendices:

- Appendix A - Procedural History, Proposed Findings of Facts, Proposed Conclusions of Law, Proposed Ordering Paragraphs
- Appendix B - Statement of Revenues and the Bill Analysis
- Appendix C - Pro forma Tariff Supplement
- Appendix D - List of Consumers represented by Joshua Brown
- Appendix E - Water Testing Sample Locations
- Appendix F - Statement in Support of Conneaut Lake Park Water Corporation
- Appendix G - Statement in Support of the Office of Consumer Advocate
- Appendix H - Statement in Support of the Bureau of Investigation and Enforcement
- Appendix I - Statement in Support of the Office of Small Business Advocate
- Appendix J - Statement in Support of Residential Consumers
- Appendix K - Statement of James Tolbert

APPENDIX A

Procedural History, Proposed Findings
of Facts, Proposed Conclusions of Law,
Proposed Ordering Paragraphs

APPENDIX A

PROCEDURAL HISTORY, PROPOSED CONCLUSIONS OF LAW, PROPOSED ORDERING PARAGRAPHS

PROCEDURAL HISTORY

1. On August 31, 2023, CLPWC filed proposed Supplement No. 1 to P.U.C. No. 1 ("Supplement No. 1"), to be effective October 29, 2023. The proposed tariff supplement provided for an increase in base revenues of \$257,797. CLPWC also filed the supporting data required by 52 Pa. Code §53.52. The magnitude of the original rate increase request was sought to assist with cost of service increases since CLPWC's last rate increase request in 2009.
2. On August 31, 2023, CLPWC also filed a Petition for Exemption from Metering requirements with the Commission. The Petition was docketed at P-2023-3042648.
3. On September 14, 2023, the OCA filed an Answer opposing CLPWC's request to waive the Commission's metering regulations at 52 Pa. C.S. Section 65.7(a).
4. On September 18, 2023, OCA filed a Formal Complaint against the general base rate request. This was docketed at C-2023-3043091.
5. In the OCA's Formal Complaint, the OCA objected on the basis of the 970.8% increase in the CLPWC's annual revenues, averring that the increase would allow the CLPWC to the opportunity to recover an allegedly excessive rate of return on its utility property investment, as well as allegedly discriminating against certain customers.
6. The OCA further objected to the Petition for Exemption from Metering Requirements, alleging that metering would ensure that customers are charged just and reasonable rates as well as eliminate the need for differentiating between seasonal and year-round residential customers.

APPENDIX A

7. Also on September 18, 2023, residential consumer George Malloy ("Mr. Malloy") filed a Formal Complaint against the general base rate request. This was docketed at C-2023-3043026.

8. In his Formal Complaint, Mr. Malloy expressed concerns regarding the rate percentage increase sought by CLPWC as a seasonal resident. He also expressed concern about the water quality asserting that the water is discolored and contains particulates. He supports metering and asserted no improvements have been made to the system.

9. On September 19, 2023, I&E filed a Notice of Appearance in the general base rate filing proceeding.

10. On September 20, 2023, OSBA filed a Formal Complaint against the general base rate request. This was docketed at C-2023-3043163.

11. In its Formal Complaint, the OSBA averred that the rates, rate design, and class revenue allocation proposed by the CLPWC were unreasonable and against public policy.

12. On September 20, 2023, Preliminary Objections were filed in the meter case on behalf of certain customers by Attorney Joshua Brown, Esq. who filed a Notice of Appearance. On October 2, 2023, CLPWC filed an Answer to Preliminary Objections. On October 10, 2023, an interim order was issued denying the Preliminary Objections.

13. On September 27, 2023, Joshua Brown entered his Notice of Appearance on behalf of George Malloy.

14. On October 4, 2023, residential consumer Sharon Arneson ("Ms. Arneson"), now represented by Joshua Brown, Esq., filed a Formal Complaint against the general base rate request. This was docketed at C-2023-3043397.

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15. In her Formal Complaint, Ms. Arneson expressed concerns regarding the quality of service rendered by CLPWC, specifically the inability to directly contact the water company. Ms. Arneson agreed that the water system is antiquated and in need of repair.

16. On October 17, 2023, residential consumers Rhonda Jaquay, et. al, represented by Joshua Brown, Esq., filed Formal Complaints against the general base rate request. This was docketed at C-2023-3043552.

17. In the residential consumers' Formal Complaints, the consumers alleged a conflict of interest between the pursuit to restore the Park and generate funds while also owing a duty to community to provide safe and reasonably priced water. The consumers' Formal Complaints are strongly in favor of metering due to financial concerns related to the proposed rate increases. Further, the consumers expressed concerns about the quality of the water received from the System, claiming that the water could not be used for bathing, drinking, or cooking. They also asserted they were not receiving water reports. They also described the antagonistic relationship between Mr. Joseph and the customer base.

18. On October 19, 2023, pursuant to Section 1803(d) of the Pennsylvania Public Utility Code, 55 Pa.C.S. §1308(d), the Commission suspended rate filings by operation of law until May 31, 2024, unless permitted by Commission Order to become effective at an earlier date.

19. On October 20, 2023, residential consumer Douglas Smith ("Mr. Smith") filed a Formal Complaint against the general base rate request. This was docketed at C-2023-3043659.

20. In his Formal Complaint, Mr. Smith alleged that the rate increases were forcing the cost of repairs of the System on those who use the system. Mr. Smith expressed a desire for metering of the System due to his personal low water usage.

21. On October 26, 2023, a telephonic prehearing conference was heard.

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22. On October 26, 2023, CLPWC filed a letter consenting to mediation and extending the statutory deadline to July 30, 2024.

23. On October 31, 2023, residential consumer James Tolbert ("Mr. Tolbert") filed a Formal Complaint against the general base rate request. This was docketed at C-2023-3043979. Mr. Tolbert is a residential customer who is not represented by counsel in this matter.

24. In his Formal Complaint, Mr. Tolbert expressed his desire for metering of residential properties, as he believes that it is the only way to ensure fair and equitable billing.

25. On October 27, 2023, ALJ Vero and ALJ Ashton issued an Order approving CLPWC's voluntary request for extension of procedural schedule to pursue mediation, which extended the statutory suspension period from May 31, 2023, to July 30, 2024, to accommodate mediation proceedings.

26. On November 2, 2023, a schedule for Teams Virtual Mediation Sessions was set, scheduling Virtual Mediation sessions for the following dates: November 21, 2023; December 1, 2023; and December 13, 2023.

27. On November 8, 2023, Administrative Law Judges Vero and Ashton, following a Prehearing Conference held on October 26, 2023, issued a Prehearing Order consolidating the Rate case and the Meter case, as well as all of the individual complaints filed in both matters. The Order also scheduled public input hearings for December 7, 2023.

28. Also on November 8, 2023, the Joint Petitioners were instructed to submit a proposed litigation schedule by no later than December 14, 2023.

29. On December 7, 2023, two public input hearings were held, one in-person at 1:00 pm, and a second telephonically at 6:00 pm, during which testimony was presented.

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30. On December 14, 2023, CLPWC filed with the Commission a joint request to extend the statutory deadline by an additional 47 days, extending the statutory suspension period to September 13, 2024.

31. On December 15, 2023, an additional Virtual Mediation session was scheduled for December 19, 2023.

32. On December 20, 2023, a further additional Virtual Mediation session was scheduled for January 5, 2024. This session was later cancelled also on December 20, 2023.

33. By Pre-Hearing Order dated December 20, 2023, ALJ Vero and ALJ Ashton approved the CLPWC's joint request for extension and ordered that the parties submit proposed litigation schedules by no later than January 9, 2024.

34. On January 12, 2024, an additional Virtual Mediation session was scheduled for February 6, 2024.

35. Also on January 12, 2023, CLPWC filed with the Commission a second joint request to extend the statutory deadline by an additional 56 days, extending the statutory suspension period to November 8, 2024.

36. By Pre-Hearing Order dated January 31, 2024, ALJ Vero and ALJ Ashton approved the CLPWC's joint request for extension and ordered that the parties submit proposed litigation schedules by no later than February 9, 2024.

37. On February 12, 2024, an additional Virtual Mediation session was scheduled for February 29, 2024.

38. Also on February 12, 2024, OCA filed with the Commission a Proposed Litigation Schedule and Proposed Discovery Modifications. Counsel for OCA explained that CLPWC, I&E,

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OSBA, and the consumer complainants agreed to the proposed schedule and did not object to the proposed discovery modifications.

39. By Pre-Hearing Order dated February 12, 2024, ALJ Vero and ALJ Ashton adopted OCA's proposed litigation schedule and discovery modifications.

40. Throughout this period, extensive formal and informal discovery was conducted by the parties.

41. On March 13, 2023, with permission of the Parties, Mediator Rhoades advised the Administrative Law Judges that the parties had reached a settlement.¹

42. On March 15, 2024, notice was provided that a telephonic prehearing conference was scheduled for March 25, 2024.

43. On March 27, 2024, ALJs Ashton and Vero conducted a prehearing conference to confirm the existence of a full settlement in principle, that the settlement was unanimous, and establishing a schedule for submission of the Settlement and parties' Statements in Support.

44. On May 17, 2024, CLPWC and the active parties filed a Joint Petition for Settlement, which proposed to resolve all issues raised in this proceeding with accompanying statements in support from each of the Joint Petitioners.

PROPOSED FINDINGS OF FACT

1. Conneaut Lake Park Water Corporation, Inc. ("CLPWC") is a certificated Pennsylvania public utility providing water service to approximately 165 customers, including 162 residential customers and three commercial customers in portions of Sadsbury and Summit

¹ One resident intentionally choose to abstain.

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Townships in Crawford County, Pennsylvania. Of CLPWC's 162 residential customers, CLPWC considers 68 customers to be seasonal and the remaining 84 customers to be year-round.

2. I&E was created by the Commission pursuant to 66 Pa. C.S. § 308.2(a)(7) as the prosecutory bureau for purposes of, inter alia, representing the public interest in ratemaking matters before the Office of Administrative Law Judge. *Implementation of Act 129 of 2008; Organization of Bureaus and Offices*, Docket No. M-2008-2071852 (Order entered August 11, 2011), at 4-5.

3. The OCA is empowered to represent the interests of Pennsylvania consumers before the Commission, pursuant to Act 1976-161 of the General Assembly, as amended, 71 Pa. C.S. §§ 3-901 *et seq.*

4. On August 31, 2023, CLPWC filed proposed Supplement No. 1 to its Water Service Tariff – Pa. P.U.C. No. 1 (Supplement No. 1), with effective dates of October 9, 2023. CLPWC requested an overall increase in annual operating revenues of approximately \$284,352, or 970.8%. Statement of Reasons, p. 1. Supplement No. 1 uses a Future Test Year ending December 1, 2023.

5. As part of this proceeding, CLPWC requested the Commission exempt CLPWC from metering requirements, as its system does not currently have meters. *Petition of Conneaut Lake Park Water Corporation, Inc., for Approval of a Metering Exception*, Docket No. P-2023-3042648. The petition and general rate increase request proceedings were consolidated on November 8, 2023.

6. Under CLPWC's initial filing, CLPWC proposed increasing its flat consumption charge for year-round residential customers from \$14.39 per month to \$122.30 per month, or \$43.18 per quarter to \$366.90 per quarter, an 849.9% increase. CLPWC also proposed to increase its flat consumption charge for seasonal residential customers – in order to unify the seasonal and

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year-round residential customer rates – from \$7.20 per month to \$122.30 per month, or \$21.60 per quarter to \$366.90 per quarter, an increase of approximately 1698.6%.

7. Commercial customers, under the Company's initial filing, would transition to metered rates from flat rates. Small commercial customers would see an increase from \$100 per month to \$850 per month, plus \$10.00 per 100 gallons, or an increase of at least 750%. Large commercial customers would see an increase from \$257 per month to \$2,183 per month, plus \$10.00 per 100 gallons, or a monthly increase of at least 750%.

Water System History

8. Conneaut Lake Park (Park) began as an amusement park nearly 120 years ago. Included as part of the Park was a water system that has been providing services for over 95 years.

9. The Park has been through several owners, with the prior owners being a Trust set up to operate the park in 2009.

10. Between 2009 and 2020, several fires destroyed many of the Park's records were destroyed, including most of the Water System records.

11. The entire Conneaut Lake Water Park property and assets were acquired by Order of the United States Bankruptcy Court of the Western District of Pennsylvania in *In Re: Trustees of Conneaut Lake Park, Inc*, for the amount of \$1.2 million in March 2021. The water system assets were not individually itemized in the purchase price. Bureau of Investigation and Enforcement ("BIE") Data Requests I&E-RR-2-D. There were no appraisals of other documents used in valuing the water system in the Bankruptcy sale. I&E-RR-4-D

12. Among the assets acquired was the Water System, which includes a water delivery system, water holding tank, conveyance system, purification system, rights to service customers, DEP Public Water Supply Operation Permit NO. 2009505-MA-1, four associated public water

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supply permits 2084504-T3-MA-1, and four associated public water supply permits (2084504-T3-MA-1, 2009505, 200905-MA-1, and 200845040).

13. Subsequently, upon acquisition, the PADEP permit was transferred directly from the prior owners to CLPWC. The Certificate of Public Convenience also was issued in the name of CLPWC. The ownership of CLPWC was placed in a limited liability company created by Todd Joseph, named CLP Water Park, LLC ("CLP"). I&E-RE-8-D. The LLC was simultaneously formed with the intent of using it as the corporate vehicle for the water system. Todd Joseph is the sole member of CLP Water Park LLC. I&E-RR-1-D. Since its inception, the LLC has funded the monies needed to keep the water system operational. TUS Data Request Set 1, R-20. Mr. Joseph had no interest in the former owners of Conneaut Lake Park at any point in time. I&E-RR-5-D.

14. In 2002, Conneaut Lake Park came under Commission jurisdiction when it received a Certificate of Public Convenience to provide water service in portions of Summit and Sadsbury Township, Crawford County, Pennsylvania. *Application of Trustees of Conneaut Lake Park, Inc., for approval to begin to offer, render, furnish, or supply water service to the public in portions of Summit and Sadsbury Townships, Crawford County*, Docket No. A-210096 (Order entered Feb. 21, 2002).

15. The Water System consists of two wells, a 75,000 gallon elevated steel water tank, and a distribution system comprised of approximately 2.65 miles of cast iron and steel mains, and according the DEP's records, asbestos -concrete water mains. CLPWC does not have a precise inventory of its system, or an accurate map of its distribution main, service lines, isolation valves, or customer curb stops or shut-offs. OCA Set 1, ## 27, 29, 41.

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16. The Company's current three (3) commercial customers include the Hotel Conneaut, Camperland and a Dollar General. Hotel Conneaut and Camperland are entities ultimately owned by Todd Joseph, who is the sole member of the LLC that owns CLPWC.

17. The only customers that have meters are the commercial customers. The system was acquired without meters for residential customers. OCA Set 1, #29.

18. CLPWC has access to the metered water usage of CLPWC's commercial customers. CLPWC did not monitor the metered water usage of its commercial customers. Response to TUS Data Request Set 1, R-25.

19. Due to the loss of records in fires and likely inadequate record keeping of prior owners of the Water System, nearly all historical records of the Water System have been lost or destroyed.

20. An initial tariff was filed for the Water System effective June 29, 2009 at PUC Docket Number A-210096. Under the initial tariff, charges were per quarter as follows: commercial customers - \$3,853.00; year-round residential customer - \$43.18; and seasonal residential customers \$21.60. The tariff has not been changed since that time.

Water System Current Operations

21. The Water System is operated by Keystone Water Systems under agreement with CLPWC at a cost of \$24,000 per year. I&E-RE-5-D. Chris Greenberg of Keystone Water Systems is the certified operator of the system. OCA Set 1, #32.

22. The system is in need of significant repairs and upgrades.

23. CLPWC made no claims in this proceeding for inclusion of the cost of significant repairs to the system or replacement of aging pipe in rate base and did not have specific plans to

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make such improvements at the time of filing and in response to discovery. I&E Set RB, ## 1 and 2; OCA Set 2, #9.

24. No updates to the water system are currently planned. OCA-II-9.

25. A company specific cost of equity study was not conducted for CLPWC. I&E-RR-11-D.

26. CLPWC did not calculate its capital structure for 2020, 2021, or 2022. I&E-RR-7-D.

27. When CLPWC was asked to provide a copy of their most current audited financial statement and annual report, CLPWC replied "None." I&E-RE-14-D.

28. CLPWC's estimated capital costs for improvements of \$2.5-\$3.0 million were not based on any engineer supplied cost estimates. CLPWC has not obtained detailed time or cost estimates for any capital improvement projects to the system, including with regard to the cost of installing meters for residential customers. I&E Set RR, #10-D.

29. A cost of service study was not performed in connection with this rate filing. Response to TUS Data Request Set 1, R-4.

30. A depreciation study to determine an appropriate actual accrual rate by account was not performed due to a claimed lack of funds. Response to TUS Data Request Set 1, R-8.

31. The annual report submitted by the prior owner of the Water System showed total asset value of \$1,306,747, but the records to substantiate that value could not be located in the records of the prior owner other than past annual reports submitted to the Commission. TUS Data Request Set 1, R-10. The Company could not locate the source document titled "Utility Plant Benchmark Asset Valuation completed for 12-31-2014 Continuing Property Records." TUS Data Request Set 1, R-15.

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32. CLPWC has not received any grants, nor does it have any PennVest Loans. Interrogatories of the Office of Consumer Advocate Set 1 ("OCA Set 1"), ##2 and 3.

33. CLPWC does not have a dedicated website. OCA Set 1, #8. CLPWC has recently used a private Facebook group to see pertinent information for customers, such as service outages or advanced notice of service interruptions. Tr. 98, 113-15.

34. CLPWC does not have a dedicated phone line for customers to use to contact the utility. Instead, the current listed phone number for CLPWC is that of the utility's owner's other business, the Tiki Bar.

35. When asked to provide a copy of every written public utility company report per 52 Pa. Code §§ 56.151(5)(i) and (ii), CLPWC responded "[n]one." as of September 22, 2023. TUS-R-24.

36. CLPWC indicated that it does not have a policy preventing discontinuance of service on a Friday. OCA-I-7.

37. The Company incurred late payment charges on its electric bills during the twelve-month period ending September 2022. OCA Set 1, #16.

38. There are three stages of water treatment for the water system. In the first stage, Ferric chloride and sodium hypochloride (liquid chlorine) are injected into the water after it is pumped out of the wells. In the second stage, the water is put through a filtration system that consists of green sand plus filters and anthracite filtration media, which remove iron, manganese and arsenic. In the third and last stage, sodium silicate is added, which is a corrosion inhibitor for the distribution system. OCA Set 1, #21.

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39. CLPWC currently tests its water quality at four locations: the distribution entry point, the water tower, Hotel Conneaut, and the Dollar General in Conneaut Lake. OCA Set 1, #34.

40. The amount that was claimed for purchased power expense was less than the sum of the purchased power bills by several thousand dollars. I&E-RE-20-D.

41. CLPWC withdrew its expenses for purchased power in an interrogatory response. I&E-RE-19-D.

42. CLPWC stated that no material and supplies or cash working capital were included in the original cost measure of value. TUS-R-12.

43. The Company has a current operating permit for the Water System, but did not receive from the prior owner any DEP permits related to the Water System from prior to 2021, when the Company acquired the system. OCA-I-18.

44. The Water System is very small and has only one pressure zone. The water pressures on the distribution system are regularly checked. For the period of 1/2023 through 9/2023, the pressure was typically between 45 and 50 PSI, with a high of 54.9 occurring on May 14, 2023 and a low of 38 psi on August 23, 2023. OCA Set 1, #25.

45. The Water Systems storage tank is a 70,000 gallon elevated tank, with flow to the tanks automatically controlled by pressure levels directly related to the amount of water in the tank. Water levels are recorded daily and the normal water level fluctuation is 7 feet. OCA Set 1, #26.

46. CLPWC raised concerns that there are instances in which customers do not have separate service lines. Originally, the water system operated as one property that was subsequently subdivided and sold off. CLPWC's experience with the system indicated that that the boundaries

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for the subdivided parcels did not follow the water line connections resulting in laterals of the main distribution line that may have multiple customers on them. OCA Set 1, #27.

47. With respect to a leak detection plan, the CLPWC monitors daily usage, given that the daily flows of the water system in each season are consistent. If flows of any single day in a particular season are significantly higher and remain so for a couple of days, CLPWC will begin investigating whether it has a leak and where the leaks occur. OCA Set 1, #31.

48. Generally, the Water System is flushed quarterly, unidirectionally, which starts close to the water tower and then CLPWC works its way out to the dead ends. OCA Set 1, #33.

49. CLWP takes daily chlorine measurements at the distribution entry point and at the water tower, Dollar General and at the Hotel. CLPWC maintains a target range of 1.5 – 2.0 mg/l at the entry point and 0.5 p 1.0 mg/l in the distribution system points. OCA Set 1, #34.

50. The average day water demand for the system in 2022 was 32,672 with a maximum day demand of 118,559. The pumping yield of the water wells are 300 gpm combined. The treatment capacity is 180 gpm, with storage capacity of 70,000 gallons. OCA Set 1, # 35.

51. The reports for 2021- 203 showed no violations for the copper and lead levels in the water system. OCA Set 1, #37.

52. The Company incurred late payment charges on its electric bills during the twelve-month period ending September 2022. OCA-I-16; TUS-R-6.

53. There are no booster stations in CLPWC's distribution system. OCA-I-25.

54. CLPWC indicated that the number of dead-end lines that do not have fire hydrants or blow-off valves near the dead end for flushing purposes is unknown. OCA-I-40.

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55. CLPWC is aware of 6 isolation valves, which it exercises on an annual basis. The total number of isolation valves installed in CLPWC's distribution system is unknown. OCA Set 1, ##41 and 43.

56. CLPWC indicated that it is unknown how many isolation valves need to be repaired or replace. OCA-I-42.

57. CLPWC has had numerous leaks in the water system that it has repaired over the last 3 years, and water outages of the water system or a portion thereof as a result of emergency leak repairs. OCA Set II, ##13 and 15.

58. Public Input Hearings were held telephonically and in-person in Conneaut Lake on December 7, 2023. Twenty-seven customers testified at the Public Input Hearings expressing opposition to the proposed rate increase, raising affordability concerns, customer service concerns, including their treatment by CLWPC's owner and excessive tap-in fees, as well as quality of service concerns regarding sediment in their water, the water's arsenic content (this issue may be related to a past arsenic issue under prior ownership), and the water's smell and taste. At the public hearing, four (4) consumers testified about the difficulty of contacting someone from the CLPWC regarding service concerns.

59. Ed Greiser, testified that there was no way to get in touch with the Company and that the Company's phone line was the same as the Tiki Bar (also ultimately owned by Todd Joseph). *See* Public Hearing 1 pm Transcript dated December 7, 2023, pp. 113, 115-116.

60. Several consumers reported water quality issues during their testimony at the in-person and telephonic hearings. Five (5) customers expressed concern about the odor of the water. Five (5) customers testified that their water had color, and four (4) testified that they refused to drink the water. Four (4) complained of low water pressure.

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61. More specifically, customers Heather Shean, Constance Koch, David Arrigo, Tracey Eiler, Lydia Batcha, Gary Meinen, Doug Stanton, and Alexander Hilliard all testified that the water color was orange, rust-color, or black. *See* Public Hearing 1 pm Transcript dated December 7, 2023, pp. 75, 78, 80-81, 89, 91, 106, 108, 127-128, 146, 149; *See* Public Hearing 6 pm Transcript dated December 7, 2023, p. 266.

62. One (1) customer stated that he noticed it had gotten better since the water park was removed from the area, but that turning the water on in the spring seems to be a reason why the water would turn yellow, would smell, or lose pressure. Tr. 266.

63. Four (4) customers complained of historical issues regarding the Water System that occurred prior to Mr. Joseph taking over the System.

64. Ten (10) of the customers who spoke felt that the proposed rate increases were too high. Twenty-One (21) were strongly in favor of metering the Water System.

65. Doug Smith testified that it was an “extreme amount all at once.” *See* Public Hearing 1 pm Transcript dated December 7, 2023, p. 70.

66. Other customers, like Robert Eiler, stated that in light of the fact they cannot drink the water they cannot be expected to pay \$120 per month. Customer, Paul Hohman, testified that a 1000% rate increase is a little bit usury, among many other customers who offered similar testimony. *See* Public Hearing 1 pm Transcript dated December 7, 2023, pp. 74, 85, 105, 132-133; *See* Public Hearing 6 pm Transcript dated December 7, 2023, pp. 216, 238, 251, 259, 271-272, 276-277.

67. Regarding water meters, customer Gary Meinen testified that he has long been miscategorized as a full-time resident even though he was seasonal and that water meters would be the only equitable way to ensure customers are charged what they actually use. Many other

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customers offered similar testimony. *See* Public Hearing 1 pm Transcript dated December 7, 2023, pp. 71, 79, 85, 90, 101-102, 105, 111, 119, 126-127, 132, 134, 141-142, 159, 164; *See* Public Hearing 6 pm Transcript dated December 7, 2023, pp. 206, 230, 234, 238, 259, 271-272, 276.

68. Four (4) customers questioned Mr. Josphe's fitness to be the owner and his behavior towards them.

69. More specifically, customer Heather Shean testified that Todd Joseph, the CLPWC owner, threatened to not provide her water and testified that he retaliated against her for her involvement in this rate dispute by canceling a dock lease. *See* Public Hearing 1 pm Transcript dated December 7, 2023, pp. 71-74; *see also* Complaint in Opposition dated October 13, 2023, ¶¶9-12, filed at R-2023-3041575; *see also* LETTER/COMMUNICATIONS WITH MEMBERS - CONNEAUT LAKE PARK WATER CORP, dated December 6, 2023, filed at R-2023-3041575.

70. Customer Tammy Claypoole testified to Mr. Joseph's harassing conduct toward her in response to filing complaints associated with her water. *See* Public Hearing 1 pm Transcript dated December 7, 2023, pp. 118-120; *see also* LETTER/COMMUNICATIONS WITH MEMBERS - CONNEAUT LAKE PARK WATER CORP, dated December 6, 2023, filed at R-2023-3041575.

71. Four (4) reported adding their own water treatment in their home.

72. Four (4) customers stated they did not receive an annual CCR report. Five (5) recalled having received one within the last year.

73. Two (2) customers raised concerns that CLPWC's successive owner, Mr. Joseph, was not charging CLPWC's affiliated companies that are also commercial customers, the Hotel Conneaut and Camperland, their monthly water rates, and that Mr. Joseph may not be adequately separating the books and records of CLPWC from its affiliates. Tr. 151, 206-208.

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74. Under the proposed Settlement, the seasonal residential customer category will be eliminated, and all residential customers will pay \$38.71 per month, which will be billed on a quarterly basis in the amount of \$116.14 per quarter. The flat rate for commercial customers will be \$240.00 per month and \$720.00 per quarter, for an annual increase of \$3,000. A second category of metered commercial customers will be established, at a rate of \$38.71 per month and \$116.13 per quarter plus \$1.29 per 100 gallons per quarter.

75. In total, under the new rates proposed in this tariff, the CLPWC will receive \$72,465 annually from residential customers, \$3,000 annually from commercial flat rate customers, and \$27,412 from commercial metered customers. The total amount to be received annually under the proposed settlement is \$102,877.

PROPOSED CONCLUSIONS OF LAW

1. The Joint Petition for Settlement is in the public interest.
2. The rates, terms, and conditions contained in the Joint Petition for Settlement are, until changed on a going-forward basis as provided in the Public Utility Code, Commission-made, just and reasonable, and in the public interest.

PROPOSED ORDERING PARAGRAPHS

THEREFORE, IT IS ORDERED:

1. That the Joint Petition for Settlement filed on May 17, 2024 by Conneaut Lake Park Water Corporation, Inc., the Bureau of Investigation and Enforcement, the Office of Consumer Advocate, the Office of Small Business Advocate, the Residential Consumers, and James Tolbert is hereby adopted, in full, without modification or correction.

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2. That Conneaut Lake Park Water Corporation, Inc. is authorized to file tariffs, tariff supplements, or tariff revisions containing rates, rules and regulations, consistent with the Joint Petition for Settlement, to produce a total increase of \$75,000 consistent with the rates, rules and regulations set forth in the tariff supplement including in Appendix C.

3. Conneaut Lake Park Water Corporation, Inc. shall be permitted to file tariffs in the form set forth in Appendix C to the Joint Settlement, to become effective upon at least one day's notice, for service rendered on and after DATE, so as to produce an annual increase in revenue consistent with this order.

4. That the complaints of the Office of Consumer Advocate at Docket Nos. C-2023-3043091 and R-2023-3041575 are deemed satisfied and marked as closed.

5. That the complaints of the Office of Small Business Advocate Docket Nos. C-2023-3043163 and R-2023-3041575 are deemed satisfied and marked closed.

6. That the complaint of George Malloy at Docket No. C-2023-3043026 be deemed satisfied and marked as closed.

7. That the complaint of Sharon Arneson at Docket No. C-2023-3043397 be deemed satisfied and marked as closed.

8. That the complaint of Rhonda Jaquay et al. at Docket No. C-2023-3043552 be deemed satisfied and marked as closed.

9. That the complaint of James Tolbert at Docket No. C-2023-3043979 be deemed satisfied and marked as closed.

10. That the complaint of Douglas Smith at Docket No. C-2023-3043659 be deemed satisfied and marked as closed.

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11. That upon acceptance and approval of the Commission of the tariffs and allocation of proposed settlement rate increase filed by Conneaut Lake Park Water Corporation, Inc. consistent with this Order the Commission's investigation at Docket No. R-2023-3041575 shall be terminated and these dockets shall be marked closed.

APPENDIX B
Statement of Revenues and
the Bill Analysis

Name of Utility: Conneaut Lake Park Water Corporation

Statements of Revenues

CUSTOMER CLASS	Number of Customers for the Test Year Ended 12/31/2022		Actual Revenues for the Year Ended mm/dd		Annualization adjustments	Totals as Annualized (6=5+4)	Settlement Increase (7)	Totals after Increase (8=6+7)
	Beginning of year	End of year	12/31/2022	Test Year 12/31/2022				
	(1)	(2)	(3)	(4)				
Metered Sales:								
461.1 Residential						\$ -		\$ -
461.2 Commercial						\$ -		\$ -
461.3 Industrial						\$ -		\$ -
461.6 Other						\$ -		\$ -
SUB-TOTAL	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unmetered Sales:								
460.1 Residential - Year-Around	90.00	94.00	\$ 15,543	\$ 15,543	\$ (345)	\$ 15,198	\$ 57,268	\$ 72,465
460.1 Residential - Year-Around*	72.00	68.00	\$ 6,221	\$ 6,221	\$ (346)	\$ 5,875	\$ (5,875)	\$ -
460.2 Commercial - Customer 1	1.00	1.00	\$ 1,200	\$ 1,200	\$ 2,400	\$ 3,600	\$ (3,600)	\$ -
460.2 Commercial - Customer 2	1.00	1.00	\$ 3,082	\$ 3,082		\$ 3,082	\$ (3,082)	\$ -
Commercial Flat Rate							\$ 3,000	\$ 3,000
Commercial Metered							\$ 27,412	\$ 27,412
468.0 Other						\$ -		\$ -
SUB-TOTAL	164.00	164.00	\$ 26,046	\$ 26,046	\$ 1,709	\$ 27,755	\$ 75,002	\$ 102,877
470.0 Penalties and Forfeitures			\$ -	\$ -		\$ -	\$ -	\$ -
474.0 Other Revenue						\$ -		\$ -
TOTAL REVENUE			\$ 26,046	\$ 26,046	\$ 1,709	\$ 27,755	\$ 75,002	\$ 102,757

*Residential customers were seasonal under present rates and moved to Year-Around under Settlement rates.

CONNEAUT LAKE PARK WATER CORPORATION

BILL ANALYSIS
 APPLICATION OF PRESENT RATES AND PROPOSED RATES TO CONSUMPTION ANALYSIS
 YEAR ENDED DECMEBER 31, 2022 and 2023

Rate Block CCF	Billing Determinants as of 12/31/2022			Billing Determinants as of 12/31/2023			Monthly Number Of Bills	Settlement Consumption	Settlement Monthly Rate	Settlement Revenue
	Number Of Bills	Present Annual Rate	Revenue	Number Of Bills	Present Annual Rate	Revenue				
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
<u>Residential - Annually/Monthly</u>										
Flat Rate - Year-Around Resident	90	\$ 172.70	\$ 15,543	88	\$ 172.70	\$ 15,198				
Flat Rate - Seasonal Resident	72	86.40	6,221	68	86.40	5,875				
Total Residential										
Flat Rate - Year-Around Resident							1,056		\$ 38.71	\$ 40,878
Flat Rate - Seasonal Resident							816		38.71	31,587
Total Residential	162		\$ 21,764	156		\$ 21,073	1,872			\$ 72,465
<u>Commercial - Annually/Monthly</u>										
<u>Flat Rate</u>										
Flat Rate 3	1	\$ 1,200.00	\$ 1,200	3	\$ 1,200.00	\$ 3,600				
Flat Rate 4	1	3,082.40	3,082	1	3,082.40	3,082				
Commercial Flat Rate							12		\$ 250.00	\$ 3,000
Commercial Metered Customers							36		\$ 38.71	1,394
Consumption (Per 100 gallons)								20,169	\$ 1.29	26,018
Total Commercial	2		\$ 4,282	4		\$ 6,682	48			\$ 30,412
Total	164		\$ 26,046	160		\$ 27,755	1,920			\$ 102,877

APPENDIX C
Pro forma Tariff Supplement

CONNEAUT LAKE PARK WATER CORP., INC.
RATES, RULES AND REGULATIONS GOVERNING
THE PROVISION OF WATER SERVICE
TO THE PUBLIC IN PORTIONS OF SUMMIT AND SADSBUURY TOWNSHIPS,
CRAWFORD COUNTY, PENNSYLVANIA

ISSUED : _____

EFFECTIVE : _____

BY:
Conneaut Lake Park Water Corp., Inc.
713 Broad Acres Road, Narbeth, PA 19072

NOTICE
This tariff makes Increases in Existing Rates
See Page 2

Issued: _____

Effective : _____

LIST OF CHANGES

This tariff supplement increases water rates to collect \$75,000 in additional revenue, or a 270.2% increase. Flat rates are increased for all customer classes. Additional minimum charges and volumetric charges are added for metered customers. The billing been changed to either monthly or quarterly at the discretion of the Corporation. Lastly, the scope of the Turn-on Charge provision has been clarified.

Issued: _____

Effective : _____

PART I: SCHEDULE OF RATES AND CHARGES

Section A - Rates for Metered and Flat Rate Service

	<u>Consumption</u>	
	<u>Per Month</u>	<u>Per Quarter</u>
Flat Rate - Residential (C)	\$38.71 (I)	\$116.13 (I)
Flat Rate - Commercial (C)	\$240.00 (I)	\$720.00 (I)
Metered - Commercial (C)	\$38.71 (I)	\$116.13 plus (I) \$1.29 per 100 gallons

Section B - Fire Protection Rates

2. Public Fire Protection: For public fire protection, the charge shall be \$ 100.00 per hydrant per year. (I)

(I) Means the amount has been increased

Issued: _____

Effective : _____

- (b) Where a customer requests turn-on of service within six (6) months of disconnection, the customer shall be subject to monthly minimum billing for the period of disconnection. The request for turn-on of service should be mailed to the same address as the disconnection of service request.
2. Termination by Company: Service to the customer may be terminated for good cause, including, but not limited to, the following:
- (a) making an application for service that contains material misrepresentations;
 - (b) willful or negligent waste of water through improper or imperfect pipes or fixtures, or for failure to repair leaks in pipes or fixtures;
 - (c) tampering with any service line, curb stop, meter or meter setting, or installing or maintaining cross-connections or any unauthorized connection;
 - (d) theft of service, which may include taking service without having made a proper application for service under Part III, Section A;
 - (e) Nonpayment of an undisputed, delinquent account;
 - (f) Failure to comply with the material terms of a payment arrangement;
 - (g) Failure to complete payment of a deposit, provide a guarantee of payment or establish credit;
 - (h) refusing the Company reasonable access to the property served for purposes of installing, inspecting, reading, maintaining or removing meters;
 - (i) receipt by the Company of an order or notice from the Department of Environmental Protection, a health agency, local plumbing inspector or other similar authority, to terminate service to the property served on the grounds of violation of any law or ordinance, or upon notice to the Company from any such authority that it has ordered an existing violation on the property to be corrected and that such order has not been complied with or
 - (j) material violation of any provisions of this tariff.
3. Turn-on Charge: Whenever service is discontinued or terminated pursuant to Rule 1 or Rule 2 of this Section, service shall be turned on by the Company in accordance with Chapter 14 of the Pennsylvania Public Utility Code, including, but not limited to requiring prior payment by the customer of the turn-on charge provided in this Tariff, prior payment of any balance due, and prior resolution of the problem that gave rise to the termination if under Rule 2. (C)

Section D - Meters

(C) Means Change

Issued: _____

Effective : _____

1. Issuance of Bills: The Company will bill each customer within fifteen (15) days of the last day of each billing period, which shall be quarterly. At the discretion of the Company, and upon notice to customers of a change in billing schedule from quarterly to monthly at least two billing cycles prior to the change, the Company may change to monthly billing. (C)
2. Billing Due Date: The due date for payment of a bill for nonresidential service shall be no less than fifteen (15) days from the date of transmittal. The due date for payment of a bill for residential service shall be no less than twenty (20) days from the date of transmittal. If the last day for payment falls on a Saturday, Sunday or bank holiday, or on any day when the offices of the Company are not open to the general public, the due date shall be extended to the next business day. The Company may not impose a late-payment charge unless payment is received more than five (5) days after the stated due date.
3. Late-Payment Charge: All amounts not paid when due shall accrue a late-payment charge at the rate not to exceed one and one-half percent (1.50%) per billing period, not to exceed eighteen percent (18%) per year when not paid as prescribed in Rule 2 of this Section.
4. Change in Billing Address: Where a customer fails to notify the Company of a change in billing address, the customer shall remain responsible to remit payment by the billing due date.
5. Application of Payment: Utility bills rendered by the Company shall include only the amount due for water service. Where a customer remittance to the Company includes payment for any non-utility services, proceeds will be applied first to pay all outstanding regulated utility charges.
6. Return Check Charges: The customer will be responsible for the payment of a charge for each time a check presented to the Company for payment on that customer's utility bill is returned by the payor bank for any reason including, but not limited to, insufficient funds, account closed, payment stopped, two signatures required, post-dated, stale date, account garnished, or unauthorized signature. This charge is in addition to any charge which may be assessed against the customer by the bank with interest.
7. Disputed Bills In the event of a dispute between the customer and the Company with respect to any bill, the Company will promptly make such investigation as may be required by the particular case and report the result to the customer. The customer is not obligated to pay the disputed portion of the bill during the pendency of the Company's investigation. When the Company has made a report to the customer sustaining the bill as rendered, the customer shall have fifteen (15) days from the date of such report in which to pay the bill. If the Company determines that the bill originally rendered is incorrect, the Company will issue a corrected bill with a new

(C) Means Change

Issued: _____

Effective : _____

APPENDIX D

List of Consumers represented
by Joshua Brown

Appendix D

No.	NAME	Address
1	Don Albaugh	12234 Sunset Avenue and 12241 Comstock Street
2	Phil Armstrong	10987 Henry St
3	David and Jacki Arrigo	10861 Utley Ave
4	Joseph and Lydia Batcha	10901 Lake Front St
5	Gerald Baldwin	12302 Comstock St
6	Patricia Bellan	12641 Comstock St
7	Thomas Borner	12305 Center St
8	Charles Buchler	10857 Brown Street
9	David and Tracy Cherry	12375 Lake St
10	Tammy Claypoole	10869 Brown St
11	Marion Dantzler	12546 Center St
12	Roddy Delaney	12516 Reed Ave
13	Dan and Virginia DiMucci	12596 Comstock St
14	Paula DiMucci	11043 Henry Street
15	Charles and Anna Marie Duboy	12562 Comstock St
16	Arlene Eakin	11020 Kepler Avenue
17	Conrad and Carol Eckert	12656 Comstock St
18	Tracey Eiler	10925 Lake Front St
19	Robert Eiler	12544 N Lake Front St
20	Linda Gatz	12636 Comstock Rd
21	Jerry and Michelle Giger	10936 Henry St
22	Edward and Kathleen Grieser	12564 North Lake Front
23	Janie Harney	
24	Judy and Larry Hartung	12499 Comstock St
25	Scott and Chris Herman	12288 Comstock St
26	Alexander and Stephanie Hilliard	12545 Comstock St
27	Paul Hohman	12645 Comstock St
28	Diana Hoover	12608 Comstock St
29	Paul Hoyson	10911 Lake Front St
30	Aaron Huffman	11013 Kepler Avenue
31	Russell and Kara Huffmyer	12220 Comstock St
32	Rhonda Jaquay and Timothy Bradburn	10807 Woodland Avenue
33	James and Sandy Kearns	12554 Comstock St
34	Glenn and Maryann Kerr	12587 Comstock St
35	Constance Koch	10877 Utley Ave
36	Julie Laeder	12549 Comstock St.

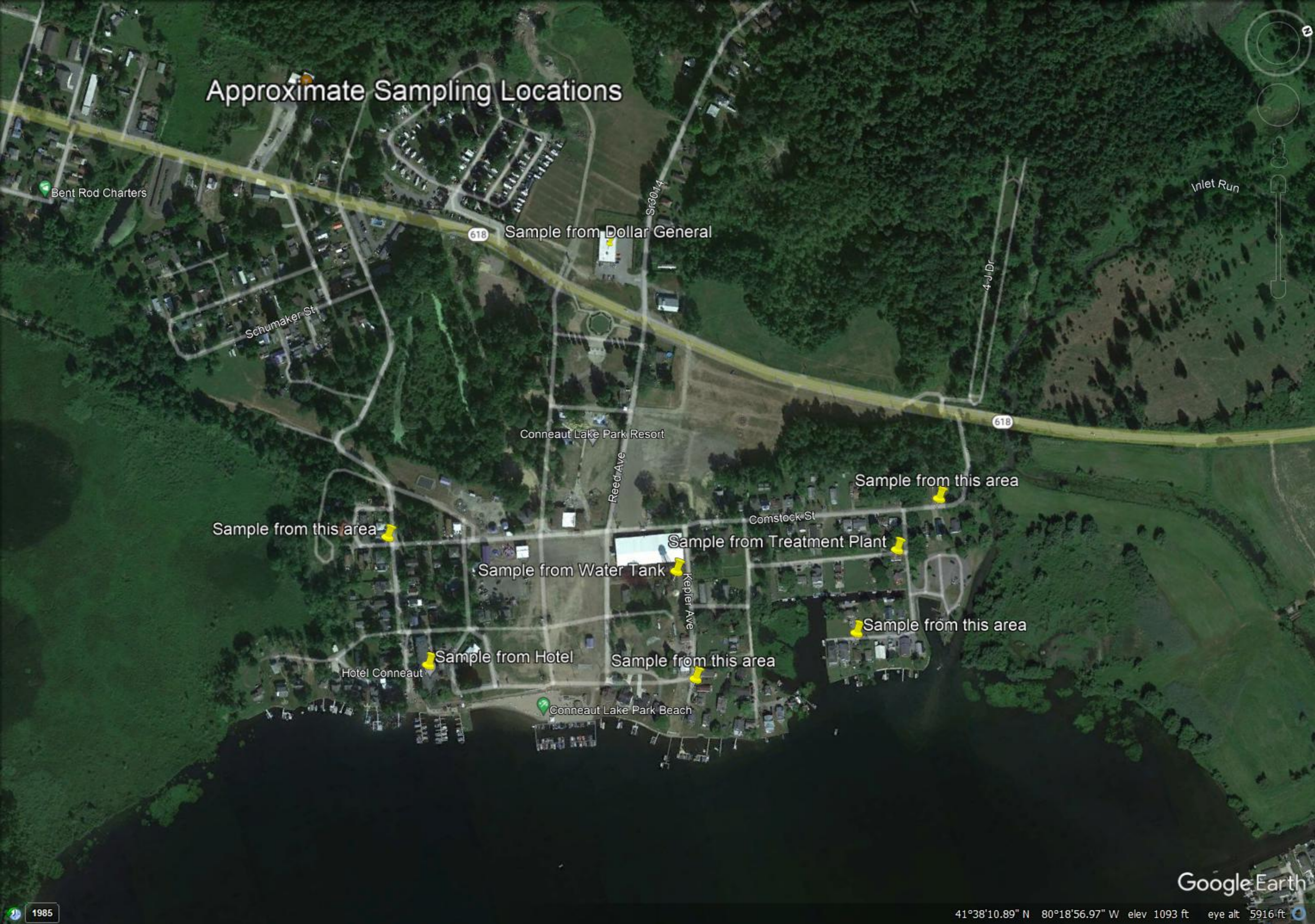
37	Frank and Elaine Lang	12124 Center St W.
38	John and Judy Luca	11006 Keppler Ave
39	William Lucot	12572 Comstock St
40	George and Michelle Malloy	12563 Comstock St
41	Andrew Matthew, III	12665 Comstock St
42	Melissa Maxwell	10944 Henry St
43	Ken and Lori McEwen	
44	Gary and Kimberlee Meinen	12582 N Lakefront Drive
45	Karen Memmo	110656 Henry St
46	Mary Anne Napiecek	12435 Lake Street
47	Miles Nye	10783 Woodland Ave
48	Glenn Ott	12597 Comstock St
49	Mark and Mia Popovich	11030 Kepler Ave
50	Tera Powell	12553 Comstock St
51	Daniel Ravenstahl	12435 Lake Street, Suite 301
52	Robert Santora, M.D.	P.O. Box 601 Lake Front St
53	John and Kimberly Sauer	12132 Center St W.
54	Heather and David Shean	10845 Utley Ave
55	Gary and Pamela Slater	11016 Kepler Ave.
56	Dale Sparber	12556 Center Street
57	James Stadler and Lynda Baldini	
58	Douglas and Christine Stanton	10895 Lake Front St
59	Beth Steigerwald	11044 Henry St
60	Dave Toner	12172 Center St W.
61	Anthony Uberti	
62	Charlene Vance	10867 Utley St
63	Edward Wagner Jr. and Marcelle Kouhana	12106 Lake Front St
64	Richard Wallace	12321 Center St
65	Mary Webber	11043 Henry St

66	Chuck Willis	12303 Comstock St
67	Thomas Wyant and Sharon Arneson	12513 Comstock St

APPENDIX E

Water Testing Sample Locations

Approximate Sampling Locations



Bent Rod Charters

Schumaker St

618

Sample from Dollar General

Sr30,14

Inlet Run

4-J-Dr

618

Conneaut Lake Park Resort

Sample from this area

Sample from this area

Reed Ave

Comstock St

Sample from Treatment Plant

Sample from Water Tank

Kepler Ave

Sample from this area

Hotel Conneaut

Sample from Hotel

Sample from this area

Conneaut Lake Park Beach

APPENDIX F
Statement in Support of
Conneaut Lake Park Water Corporation

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission	: R-2023-3041575
Office of Consumer Advocate	: C-2023-3043091
Office of Small Business Advocate	: C-2023-3043163
George Malloy	: C-2023-3043026
Sharon Arneson	: C-2023-3043397
Rhonda Jaquay, et al.	: C-2023-3043552
James S. Tolbert, Jr.	: C-2023-3043979
v.	:
Conneaut Lake Park Water Corporation, Inc.	:
Petition of Conneaut Lake Park Water Corporation, Inc. for Approval Of a Metering Exception	: : P-2023-3042648 :

**STATEMENT OF CONNEAUT LAKE PARK WATER CORPORATION, INC.
IN SUPPORT OF THE JOINT PETITION FOR SETTLEMENT**

Conneaut Lake Park Water Corporation, Inc. ("CLPWC"), a signatory party to the Joint Petition for Settlement ("Joint Petition" or "Settlement"), respectfully requests that the terms and conditions therein be approved by the Honorable Eranda Vero and the Honorable Arlene Ashton, and the Pennsylvania Public Utility Commission (Commission). For the reasons stated more fully below, the terms and conditions of the proposed Settlement are in the public interest and should be approved.

I. INTRODUCTION

CLPWC is a Pennsylvania Limited Liability Company that provides water service to the public for compensation in portions of Sadsbury and Summit Townships, Crawford County. As

of year-end 2023, Conneaut provided water service to 162 residential customers and three commercial customers in Conneaut Lake Township.

CLPWC acquired the water system out of the bankruptcy and forced sale of Conneaut Lake Park and the accompanying water system from the prior owners, the Trustees of Conneaut Lake Park. Although the Bankruptcy sale occurred in 2021, the Pennsylvania Public Utility Commission ("PAPUC") did not issue the Certificate of Public Convenience to CLPWC until April 2023. The condition of the water system at the time it was acquired was poor, and many aspects of the system need to be improved.

The last rate increase for the water system was obtained by the prior public utility owner in 2009. The current residential rates are only \$14.39 a month for yearly customers and \$7.20 a month for seasonal customers. The rates approved in 2009 are not sufficient to cover the costs of operating the water system fifteen (15) years later in 2024.

Conneaut filed proposed Supplement No. 1 to PUC No. 1 ("Supplement No. 1") to be effective April 29, 2023. The proposed tariff supplement provided for an increase in base revenues of \$257,797, of which \$237,751.20 was attributable to residential customers. Conneaut also filed the supporting data required by 52 Pa. Code §53.52.

Between September 9, 2023 to November 8, 2023, the Bureau of Investigation & Enforcement ("I&E"), the Office of Consumer Advocate (the "OCA"), the Office of Small Business Advocate (the "OSBA"), and a number of residential customers (the "Consumers") entered appearances and/or filed formal complaints relating to the proposed rate increase (together with CLPWC hereinafter "Petitions" or "Joint Petitioners").

By Order dated October 19, 2023, the Commission suspended Supplement No. 1 by operation of law until May 31, 2024, unless otherwise directed by Order of the Commission.

Commission Secretary Rosemary Chiavetta ("Secretary Chiavetta") issued her Prehearing Conference Order on October 19, 2023, notifying the parties that a Prehearing Conference was scheduled for October 26, 2023. The Joint Petitioners agreed to enter mediation to resolve this proceeding. On January 12, 2023, CLPWC filed a letter extending the mediation and extending the statutory deadline to November 8, 2024. The Petitioners engaged in several mediation sessions to accomplish the goal of resolution, which occurred on: November 21, 2023; December 1, 2023; December 13, 2023; December 19, 2023; January 5, 2024; February 6., 2024; and February 29, 2024. On March 11, 2024, the Joint Petitioners were able to come to an Agreement regarding the rate increase and other provisions at issue in the proceeding.

The Joint Petitioners have been able to agree to a rate increase and individual provisions that resolve all issues in the proceeding, and the Joint Petitioners have agreed to a revenue allocation and rate design to recover said increase. As a result of the settlement, improvements to the water system will occur either with a new owner through a Section 529 proceeding or through a carefully planned process that will be funded through available state and federal grants and/or a subsequent proceeding. As a result, the overall revenue increase agreed upon is \$75,000, not the \$257,797 initially sought. The Settlement reflects a carefully balanced compromise of the interests of the Joint Petitioners. The Joint Petitioners are in full agreement that the Settlement is in the best interests of CLPWC and its customers and should be approved. The Settlement's terms are discussed at length in Section III of this Statement in Support.

II. STANDARD FOR APPROVAL OF SETTLEMENT

Commission policy promotes settlements. *See* 52 Pa. Code § 5.231. Settlements lessen the time and expense that parties must expend litigating a case and, at the same time, conserve administrative resources. The Commission has indicated that settlement results are often

preferable to those achieved at the conclusion of a fully litigated proceeding. *See* 52 Pa. Code § 69.401. This is especially the case here where we are dealing with a small water system with existing revenues barely above \$25,000 and which will have a little over \$100,000 annual revenues after this settlement is approved.

The Commission has explained that parties to settled cases are afforded flexibility in reaching amicable resolutions, so long as the settlement is in the public interest. *Pa. PUC v. MXenergy Electric Inc.*, Docket No. M-2012-220-1861, 2013 Pa. PUC LEXIS 789, 310 P.U.C. 4th 58 (Opinion and Order entered Dec. 5, 2013). In order to approve a settlement, the Commission must first determine that the proposed terms and conditions are in the public interest. *Pa. PUC v. Windstream Pennsylvania, LLC*, Docket No. M-2012-2227108, 2012 Pa. PUC LEXIS 1535 (Opinion and Order entered Sept. 27, 2012); *Pa. PUC v. C.S. Water and Sewer Assoc.*, Docket No. R-881147, 74 Pa. PUC 767 (Opinion entered July 22, 1991).

As explained in this Statement of Support, this Settlement is just and reasonable and in the public interest and, therefore, should be approved without modification.

III. THE SETTLEMENT IS IN THE PUBLIC INTEREST

A. GENERAL

A variety of issues were raised by the parties in the context of this rate case, including: (1) the need for a significant rate increase to address day-to-day expenses; (2) the needed capital improvements to the water system and associated service improvements; (3) the significantly strained relationship between some of the customers of CLPWC and CLPWC leadership; (5) the need to meter residential customers; and (6) the challenges presented by a distinction in rates between seasonal and fulltime residents. Resolution of these complex and significant issues is in the public interest: (i) because the Parties agree that this Settlement it is just and reasonable; and

(ii) because the Joint Petitioners, and in particular the CLPWC and the Consumers, will avoid the significant time, expense and uncertainty associated with this complex litigation, and because the Commission will avoid the associated significant administrative time and expenses associated with this complex and unique case.

B. REVENUE REQUIREMENT

The parties have agreed to an increase in operating revenues of \$75,000. This will produce total revenue of approximately \$102,000. Total annual expenses are approximately \$90,000, which does not include the repair costs that CLPWC will incur annually due to needed water line repairs. This also does not take into account the losses sustained by CLPWC since taking over the bankrupt water system in 2021 as the prior rates were woefully below the expenses incurred in operating the water system. A revenue increase of \$75,000 is in the public interest.

The parties have also agreed to the following rate design:

Flat Rate - Residential	\$ 38.71 per month to be billed quarterly
Flat Rate - Commercial	\$240.00 per month to be billed quarterly
Metered - Commercial	\$ 38.71 per month to be billed quarterly
	\$1.29 per hundred gallons to be billed quarterly

These rates were agreed upon as a compromise between the parties due to the general lack of flow data that exists on the water system and are in the public interest.

In addition, CLPWC has agreed to not institute an additional rate proceeding for twenty-two (22) months following approval of this Settlement Agreement. Given the significant capital improvements needs for the water system, this will secure rate peace and security between the parties and will give CLPWC, or any subsequent owner, time to plan and prioritize the improvement that will be needed for the water system.

The terms of the Settlement also require that CLPWC complete a number of the tasks as reflected in the Joint Petition. In order to establish that provisions have been met, CLPWC is to submit a report to the Commission with copies to the Joint Petitioners certifying that it has completed the tasks. Upon receipt of the report, the parties to this proceeding shall have thirty (30) days to submit written comments to the report. CLPWC shall have thirty (30) days to respond to any responsive comments. Any party filing written comments shall contact the CLPWC at least five (5) days before filing comments to attempt to resolve the concerns of the commenting party. Failure to submit any comments shall constitute a waiver of any claims relating to the status of CLPWC compliance with the requirements contained in any report.

Again, this is a Settlement term that is in the public interest that ensures CLPWC's compliance with the those requires before it can receive additional revenue.

C. CUSTOMER SERVICE ISSUES

During the rate case, a number of customer service concerns were raised by the parties opposing the initial rate increase request. The Settlement addresses those concerns and sets specific actions to be taken by CLPWC and within specified time frames. From CLPWC's perspective, many of these items are required by the Commissions rules and regulations, and the Company believes it is meeting these requirements, but in an effort to address the perceptions of the customers, the Company was willing to agree to these items.

The service items addressed in this Settlement include the following:

- a. CLPWC shall create a phone number, for the water company only, that customers can call. CLPWC shall provide confirmation of the phone number to the parties within two (2) business days after creation of the number.
- b. Within 5 days of signing a Settlement Agreement, CLPWC shall hire/designate someone (other than Todd Joseph to be responsible for fielding calls from customers.

- c. The Company shall include information on customers' bills that provides the number and email they can contact, or place(s) they can go to view documents. Additionally, the Company shall add a bill message indicating that all calls will be responded to within 24 hours, but if there is an emergency then call 330-437-6102. These changes will be implemented in the first bill issued following the entry of the Order.
- d. CLPWC shall create a postcard/ mailing to mail to the customer's billing address with Company contact information that will be sent out within 5 days following the entry of the order and a second time three months after the first.
 - i. Within 15 days of signing the Settlement Agreement, CLPWC shall work with the OCA on the messaging to be included on the postcard/ mailing; however, CLPWC will have the final say on the language.
 - ii. At a minimum, the postcard/ mailing should also inform customers that, if their water has a color/ odor, the customer can try running the water for fifteen minutes to a half hour to see if it clears out any built-up sediment (especially seasonal customers). This practice should only be done until customers are metered.
 - iii. The postcard will also have the following statement: "The Company agrees that water customers will not be restricted any area open to the public or paying patrons at non-utility businesses owned by Todd Joseph located in the service territory due to a water system dispute or complaint."
- e. Within five (5) days of signing the Settlement Agreement, CLPWC shall, to the extent not previously mailed, provide all customers with CLPWC's most recent Consumer Confidence Report via mail. The CCRs will also be sent directly to each ratepayer every year in accordance with 25 Pa. Code Section 109.416.
- f. CLPWC shall commit to holding one (1) meeting with customers each year during the summer season, starting in 2024. CLPWC's certified operator shall be present at the meeting. The meeting shall include discussion of the status of the water system any current/ planned improvement projects. CLPWC shall provide confirmation to the Commission and statutory advocates with when the meeting was held and shall include meeting minutes. CLPWC shall hold the meeting once a year during the summer months (June - August).
- g. CLPWC agrees that water customers shall not be restricted from accessing any area open to the public or paying patrons at non-utility businesses owned by Todd Joseph located in the service territory due to a water system dispute or complaint.

- h. CLPWC will begin reading, recording, and billing all commercial meters based on monthly usage, and will bill commercial and residential customers quarterly and on the same billing schedule.
- i. CLPWC will notify customers of a change in billing schedule from quarterly to monthly at least two (2) billing cycles prior to implementing that change.
- j. CLPWC will remain current on its electric bills on a going-forward basis.
- k. No later than 3 months after entry of the Order by the Commission, CLPWC shall create and maintain a customer complaint log in accordance with 52 Pa. Code §65.3 and must provide the log to the parties each quarter through 2025. Further, no later than 3 months after entry of the Order, to comply with 52 Pa. Code Section 65.3 for customer complaints, CLPWC must provide a report to the Commission and statutory advocates outlining the customer complaint process in detail.
- l. Following entry of the Order, CLPWC must segregate all water utility revenues, expenses and property from non-utility businesses, so as to keep utility business separate from affiliate businesses. CLPWC will establish and maintain a system of accounts compliant with the Code and Regulations. Complaints and disputes must be recorded in accordance with the Code, including those dealing with service terminations and connections.
- m. CLPWC agrees to not bill consumers less or greater than the rates established in the Commission approved tariff and may not charge tapping fees.

CLPWC meeting these customer service requirements are in the public interest as they will improve customer service associated with the water system.

D. SHORT TERM SYSTEM IMPROVEMENTS

In addition to the customer services issues the Company was willing to resolve, the Company also agreed to perform certain short term water system studies and possible improvements. This work will benefit the customers and give them assurances regarding the quality of the water that transports through the water lines of the water system. We know that the water leaving the treatment plant meets applicable standards, but concerns were raised about the

impact the old water pipe system has on water quality. As a result, the parties negotiated a water testing protocol to evaluate the quality of the water once it transports through the water system. This work is in the public interest as it addresses concerns that were raised during the public hearings in this proceeding.

Specifically, the water testing protocol is as follows:

- a. No later than 15 days after the signing of the Settlement Agreement, CLPWC shall conduct one round of sampling and testing for arsenic, iron and manganese at eight (8) prespecified locations, identified in the aerial photo of the area attached hereto as Appendix E. Within 30 days of the first round of sampling and testing, a second round of testing shall be performed at the same locations. If the results of the sampling from the second round of testing shows an exceedance of applicable drinking water quality standards in any location that did not have an exceedance in the first round, a third round of sampling shall be conducted at that location within 30 days.
- b. If iron and manganese are found at any point in the system above applicable drinking water quality standards for two consecutive sampling events, within 45 days of receipt of the last noncompliant sample result, CLPWC shall initiate an investigation to identify the source of the iron and/or manganese.
- c. In addition to the water testing requirements described above, CLPWC shall prepare a plan to address any iron and/or manganese found in the water system and subject to Pennsylvania Department of Environmental Protection ("PaDEP") approval, will begin implementing the plan.

In addition to the water system testing, under the Settlement, CLPWC is to identify the location of CLPWC's service line and shut off valve for each customer. Presently, due to historic issues that existed prior to CLPWC taking over the utility, including multiple fires that destroyed historic water system records, the location of a substantial percentage of the systems water distribution lines are unknown, as are a number of the customer shut off valve locations are unknown. The Settlement requires CLPWC to determine these locations no later than eight (8) months after entry of the Order, which can be extended by three (3) months if customers do not cooperate.

Under the Settlement, CLPWC must adhere to its existing program for maintaining and exercising isolation valves and recording this exercising in its log. CLPWC also agreed to continue its current plan in place to minimize lead contamination, provided that this plan is allowed by the Pennsylvania Department of Environmental Protection. This plan involves the addition of sodium silicate to the distribution system. Further, CLPWC agreed to measuring static and pumping water levels in the manner that it currently does. Lastly, CLPWC must also continue documentation of instrument calibration.

All these terms are in the public interest as they are intended to assist CLPWC with the overall operation of the water system in accordance with applicable rules and regulations.

E. LONG TERM SYSTEM IMPROVEMENTS

Under the Settlement, the parties have agreed on terms that will lead to a number of system-wide improvements, to be performed either by the Company or by another company to whom the water system will be sold.

To assist with the sale of the utility to a company whose business is the operation of a water utility, the Bureau of Investigation and Enforcement shall initiate a Section 529 proceeding of the Public Utility Code no later than three (3) months after entry of a Commission Order. I&E agrees that it will not seek any fines or penalties against CLPWC for any alleged violations of the Public Utility Code, or PUC rules and regulations, by CLPWC that occurred prior to the date of the Commission's approval of the Settlement Agreement. CLPWC reserves the right to challenge the acquisition and present evidence proving its ability to render adequate, efficient, safe and reasonable service at just and reasonable rates.

The Settlement also addresses what should happen if the Section 529 process does not result in the utility's sale. Under the Settlement, if the Section 529 process not be completed within

nine (9) months of the filing of the initial Petition to begin said action, unless the parties agree to an extension, within sixty (60) days after that deadline, CLPWC will hire a Professional Engineer with established expertise in water to conduct a feasibility analysis to evaluate the water treatment and distribution system and make a prioritized list of recommended improvements. Each recommendation is to be accompanied by a written estimate and an estimated time for completion. This report must be completed within ten (10) months. The report shall be submitted to the Commission and statutory advocates for their review and comment. Upon approval, the parties shall negotiate what projects need to be completed and the priority of those selected projects to be initiated and completed with the next 5 to 10 years. No later than six (6) months following this, CLPWC must put a plan in place, including an estimated time frame, of how and when it will perform all agreed upon repairs and replacements recommended by the water engineering firm's inspection report. In addition, no later than five (5) years from the date of settlement, CLPWC must install meters for all its residential customers.

To the extent the Company is the entity that will complete the long-term improvements, CLPWC is required to apply for PennVEST funding and seek federal grants and loans prior to being permitted to seek outside non-affiliated private financing. Similarly, to complete residential metering, Conneaut must first apply for PennVEST funding and seek federal grants and loans prior to being permitted to seek outside non-affiliated private financing.

Thus, the Settlement ensures that the long-term issues existing with the condition of the water system will be addressed, which is in the public interest.

IV. CONCLUSION

The Joint Petition was achieved by the Joint Petitioners after an extensive investigation of CLPWC's filing and its associated policies, practice, procedures, and conditions for the provision

of water service. CLPWC asserts that the proposed Settlement is a reasonable resolution to a myriad number of complex issues, is in the public interest, and should be approved. Acceptance of the Settlement avoids the necessity of further administrative and possible appellate proceedings regarding the settled issues, at what would have been a substantial additional cost to the Joint Petitioners. Accordingly, and for the reasons stated above, CLPWC respectfully requests that the ALJs and the Commission approve the Settlement without modification.

Respectfully submitted,

/s/ Mark J. Shaw

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APPENDIX G

Statement in Support of the
Office of Consumer Advocate

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission,	:	
	:	
v.	:	Docket Nos. R-2023-3041575
	:	
Conneaut Lake Park Water Corporation	:	
	:	
	:	

STATEMENT OF THE OFFICE OF CONSUMER ADVOCATE
IN SUPPORT OF THE JOINT PETITION FOR
FULL SETTLEMENT OF RATE PROCEEDING

The Office of Consumer Advocate (OCA), one of the signatory parties to the Joint Petition for Full Settlement of Rate Proceeding (Settlement) submitted by Conneaut Lake Park Water Corporation (CLPWC or Company) before the Pennsylvania Public Utility Commission (Commission), hereby submits this Statement in Support of Settlement to demonstrate that the OCA finds the terms and conditions of the Settlement to be in the public interest and in the interest of CLPWC’s consumers. The OCA respectfully requests that the Commission approve the Settlement, without modification, for the reasons set forth herein.

I. BACKGROUND

On August 31, 2023, CLPWC filed proposed Supplement No. 1 to its Water Service Tariff – Pa. P.U.C. No. 1 (Supplement No. 1), with effective dates of October 9, 2023. CLPWC requested an overall increase in annual operating revenues of approximately \$284,352, or 970.8%. Statement of Reasons, p. 1. Supplement No. 1 uses a Future Test Year ending December 1, 2023. As part of this case, CLPWC requested the Commission exempt CLPWC from metering requirements, as its system does not currently have meters and the Company is unwilling, at the time of filing, to assume the expense associated with installing meters for its customer base. *See Petition of*

Conneaut Lake Park Water Corporation, Inc., for Approval of a Metering Exception, Docket No. P-2023-3042648 (Petition). CLPWC's Petition was consolidated with its general rate increase request by order of Administrative Law Judges (ALJs) Arlene Ashton and Eranda Vero on November 8, 2023.

On September 18, 2023, the OCA filed a Formal Complaint and Public Statement. In its investigation of the rate filing and development of its position, the OCA analyzed the Company's claims and discovery responses, and conducted a site visit with its engineering expert, Mr. Terry Fought.¹ Sixty-nine unique consumers also filed formal complaints in this proceeding, sixty-seven of whom filed complaints as a class and are represented by counsel. Importantly, CLPWC has approximately 165 customers. Of the 162 residential customers, CLPWC considers 68 customers to be seasonal and the remaining 84 residential customers to be year-round.

Public Input Hearings were held telephonically and in-person in Conneaut Lake on December 7, 2023. Twenty-seven customers testified at the Public Input Hearings expressing opposition to the proposed rate increase, raising affordability concerns, customer service concerns, including their treatment by CLWPC's owner and excessive tap-in fees, as well as quality of service concerns regarding sediment in their water, the water's arsenic content, and the water's smell and taste.

Beginning in November 2023 and continuing through February 2024, the parties engaged in approximately eight confidential virtual mediation sessions to reach settlement. Importantly, given the confidential nature of the mediation sessions, the OCA's Statement in Support does not

¹ Mr. Fought has been a licensed engineer in Pennsylvania since 1975, is licensed in New Jersey and Virginia and has been a consulting engineer since 1983. He received his Bachelor of Civil Engineering from Cleveland State University. He has been involved in the design, construction and operation of water and wastewater facilities for over 40 years. He has also served as a consultant to the OCA for water and wastewater rate cases, complaint proceedings, investigations, and applications since 1984.

include discussions regarding the specific information exchanged in mediation. However, it should be noted that this Settlement is a product of the extensive mediation sessions between the parties. Mediation sessions were supplemented by the exchange of formal and informal discovery, which form the evidentiary record in this proceeding, in addition to the public input hearing testimony. Additional procedural history is provided in Appendix A to the proposed Settlement.

II. SETTLEMENT TERMS AND CONDITIONS

A. Overall.

The terms and conditions of the Settlement address the issues raised in the OCA's Formal Complaint and the OCA's Answer to CLPWC's Petition. The OCA submits that the agreed-upon Settlement achieves a reasonable resolution of the many complex issues presented in this proceeding.

In this Statement in Support, the OCA addresses those areas of the Settlement that specifically relate to issues that the OCA raised in this case. The OCA expects that other parties will discuss how the Settlement's terms and conditions address their respective issues and how those parts of the Settlement support the public interest standard required for Commission approval.

For these reasons, and those that are discussed in greater detail below, the OCA submits that the Settlement is in the public interest, in the interest of CLPWC's consumers, and should be approved by the Commission without modification.

B. Revenue Requirement (Settlement ¶¶ 26-29).

CLPWC originally requested to increase rates by \$257,797, effective October 31, 2023. The Company's proposed increase in rates represented a 970.8% increase in the Company's annual revenues at present rates. The Company proposed increasing its flat consumption charge for year-round residential customers from \$14.39 per month to \$122.30 per month, or \$43.18 per quarter

to \$366.90 per quarter, an 849.9% increase. The Company also proposed to increase its flat consumption charge for seasonal residential customers – in order to unify the seasonal and year-round residential customer rates – from \$7.20 per month to \$122.30 per month, or \$21.60 per quarter to \$366.90 per quarter, an increase of approximately 1698.6%.

Under the terms of the Settlement, following entry of a Commission final order approving this Settlement, CLPWC shall file a compliance tariff supplement, effective as of the date of the filing, with new rates designed to produce \$75,000 in additional operating revenue over present rates upon completion of a set of agreed upon required improvements to the existing water system and distribution service. Settlement ¶ 26. This is a reduction of \$182,797 from the amount requested by CLPWC

The rates in the tariff shall be as follows:

- | | | |
|----|-------------------------|---|
| a) | Flat Rate - Residential | \$ 38.71 per month to be billed quarterly. |
| b) | Flat Rate - Commercial | \$250.00 per month to be billed quarterly. |
| c) | Metered - Commercial | \$38.71 per month to be billed quarterly.
\$1.29 per hundred gallons to be billed quarterly. |

Settlement ¶ 26. The rates will be effective as of the date of filing the compliance tariff. *Id.*

As part of the terms of this Settlement, no rate increase will go into effect until CLPWC submits a report to the Commission with copies to the Joint Petitioners – and the parties’ comment period on that report, as described in the paragraph that follows, expires – certifying that it has completed the following requirements:

- a) The requirements of Paragraph 38 (water testing);
- b) The requirements of Paragraphs 30 - 35, Section B, Customer Service, Items 1 through 6, provided that the required second post card mailing in Paragraph 32

does not need to be satisfied to file the compliance tariff under this Section (requiring a dedicated phone number; hiring/designation of non-CLPWC owner to field calls; inclusion of contact information on customer bill, mailing of postcard; provision of Consumer Confidence Reports; and creation of a website);

- c) The requirements of Paragraphs 46 - 47, Section E, Customer Complaints (requires the creation and maintenance of a customer complaint log in accordance with 52 Pa. Code Section 65.3 and a report to the Commission outlining the customer complaint process); and
- d) The requirements of Paragraphs 48-50, Section F, Regulatory Compliance (requiring the segregation of non-utility business and the establishment of a CLPWC system of accounts in accordance with 66 Pa.C.S. § 1701, 52 Pa. Code § 65.16; requiring that CLPWC comply with termination and reconnection procedures in Chapter 56 of the Commission's regulations).

Settlement ¶ 27.

As part of the settlement, upon receipt of the above-referenced report, the parties have thirty days to submit written comments. Settlement ¶ 28. The Company has thirty days to respond to any responsive comments. *Id.* Any party filing written comments shall contact the Company at least five (5) days before filing comments to attempt to resolve the concerns of the commenting party. *Id.* Failure to submit any comments shall constitute a waiver of any claims relating to the status of the Company's compliance with the requirements of Paragraph 26. *Id.* Moreover, no rate increase will go into effect until any comments submitted have been resolved. *Id.*

Throughout the course of this proceeding, it became apparent that there was a lack of information provided by CLPWC to justify its rate increase request as filed. CLPWC was either unable to produce necessary information to satisfy its burden of proof or provided information that was later determined to be inaccurate. By way of some examples, the amount that was claimed for purchased power expense was less than the sum of the purchased power bills by several thousand dollars. I&E-RE-20-D. As such, CLPWC withdrew its expenses for purchased power in an

interrogatory response. I&E-RE-19-D. In an interrogatory response to a question regarding materials and supplies and cash working capital, CLPWC stated that its own Statement of Reasons was incorrect as no material and supplies or cash working capital were included in the original cost measure of value. TUS-R-12. CLPWC was asked to provide documentation showing any anticipated updates to the system and responded “[n]o updates to the water system are currently planned.” OCA-II-9. Moreover, a company specific cost of equity study was not conducted for CLPWC. I&E-RR-11-D. Furthermore, CLPWC also did not calculate its capital structure for 2020, 2021, or 2022. I&E-RR-7-D. For example, when CLPWC was asked to provide actual chemical expense incurred in previous years, CLPWC stated that “[i]nformation prior to March 2023 is not available for the Company, except for what is provided in annual reports to the PUC of the previous owners, Trustees of Conneaut Lake Park, Inc.” I&E-RE-10-D. When CLPWC was asked to provide a copy of their most current audited financial statements and annual report, CLPWC replied “None.” I&E-RE-14-D. Additional issues with CLPWC’s rate increase request were confidentially discussed in mediation.

While the aforementioned facts made reaching compromise difficult, the OCA was able to exclude the unsupportable expenses, costs, and capital request and reached agreement on an increase that is justified on the record with accountability through reporting on compliance issues before any increase is authorized. The rates contained in Settlement effectively consolidate the currently separate year-round and seasonal rates so that all residential customers pay the same flat rate of \$38.71 per month until meters are installed. For year-round customers, instead of experiencing an 849.9% increase in rates, under the Settlement, year-round customer rates will be increased by 168.9%. For seasonal customers, instead of experiencing a 1698.6% increase, under the Settlement, seasonal customer rates will be increased by 437.36%. In the interest of

compromise, the parties agreed that seasonal and yearlong customer rates should be consolidated, which ends the distinction seasonal and year-round customers, in order to simplify rates and potentially minimize billing disputes that have been reported by CLPWC customers. *See*, Tr. 118-119.

Based on the OCA's analysis of the Company's filings, the OCA's site visit, CLPWC customer testimony, discussions in mediation, and discovery responses received, the rate increase under the proposed Settlement represents a result that would be within the range of likely outcomes in the event of full litigation of the case. Tying the rate increase to compliance with certain settlement provisions establishes the importance of moving CLPWC to compliance as quickly as practicable. The increase is appropriate and, when accompanied by other important conditions contained in the Settlement, yields a result that is reasonable.

Under the terms of the Settlement, CLPWC agreed to not institute a rate proceeding for 22 months following the Commission's approval of the Settlement Agreement. Settlement ¶ 29. The stayout will provide some level of rate stability for CLPWC's customers. This specific settlement condition ensures that CLPWC's customers will not be immediately faced with another general rate increase request from CLPWC at the conclusion of this proceeding and is in the public interest. In addition, this stay out will allow for the commencement of 529 proceedings by the Bureau of Investigation and Enforcement as outlined in Paragraph 51 below.

C. Customer Service (Settlement ¶¶ 30-37).

There is significant tension between CLPWC's ownership and the customers it serves. On October 13, 2023, consumer complainants being served by CLPWC filed a Formal Complaint which requested that the Commission "[g]rant such other relief as may be necessary or appropriate including ordering the utility and its owner to cease and desist from threatening its customers."

Formal Complaint of Rhonda Jaquay, et al, Docket No. C-2023-3043552. The Formal Complaint included a screenshot of threatening text messages from CLPWC’s owner telling a customer, among other things, “enjoy no water.” *Id.*

On December 5, 2023, Rhonda Jaquay et al. filed a letter noting that additional information has come to light regarding improper communications between CLPWC’s owner and CLPWC’s customers. Attached to the letter were threatening text messages stating, among other things, “Tammy do your part by withdrawing from the PUC complaint. Stop w the BS” and “[l]ittle pigs get fed Hogs get slaughtered Can’t be a hog.” Rhonda Jaquay et al., *Dec. 5 Letter*. Also on December 5, 2023, the ALJs sent an e-mail to the parties indicating that security concerns were raised with regard to the December 7, 2023 in-person public input hearings. On December 6, 2023, the ALJs informed the parties that, as a precautionary measure, police would be present at the in-person public input hearing.

The following settlement terms are an attempt to address the contentious relationships between CLPWC’s ownership and customers in a manner that will both positively impact customer service while simultaneously moving CLPWC towards compliance with the Public Utility Code and the Commission’s regulations.

1. Phone Number (Settlement ¶¶ 30-31).

CLPWC currently does not have a dedicated phone number that customers could use to contact the utility. Instead, a google search indicated that the phone number listed for CLPWC on its filing and notices is also used as a phone number for a tiki bar owned by CLPWC owner Todd Joseph. At the public input hearings, multiple customers testified regarding their difficulty getting in contact with CLPWC regarding issues with their vital water utility service. Tr. 97, 113, 115, 132, 140, 144.

Under the terms of the Settlement, within 5 days of signing a Settlement Agreement, CLPWC shall create a phone number, for the water company only, that the customers can call. Settlement ¶ 30. CLPWC shall provide confirmation of the phone number to the parties within two (2) business days after creation of the number. *Id.* Moreover, within 5 days of signing a Settlement Agreement, CLPWC shall hire/designate someone (other than Todd Joseph, current owner of CLPWC) to be responsible for fielding calls from customers. Settlement ¶ 31. CLPWC will also include information on customers' bills that provides the number and email they can contact, or place(s) they can go to view documents. Settlement ¶ 32. Additionally, the Company shall add a bill message indicating that all calls will be responded to within 24 hours, but if there is an emergency then call 330-437-6102. *Id.* These changes will be implemented in the first bill issued following the entry of the Order. *Id.*

Establishing a dedicated phone number for CLPWC will give CLPWC's customers the ability to contact the company regarding their vital utility service. Additionally, hiring/designating someone besides the owner of CLPWC to be responsible for customer calls could help reduce tension between CLPWC and its customers. Requiring CLPWC to include information on customers' bills that provides the number and email they can contact, or places they can go to view documents helps ensure that customers are aware of company contact points. Moreover, adding a bill message that includes an emergency contact number and indicates that all calls will be responded to within 24 hours provides customers with additional assurance that emergency concerns will be dealt with in a responsive manner. These are all important steps that need to be taken so that customers can contact CLPWC directly when they experience issues with their water or have billing questions. These provisions should be adopted by the Commission as they are in the public interest.

2. *CLPWC Contact Information Mailing (Settlement ¶¶ 33-34).*

As discussed above, customers expressed the difficulties they have contacting CLPWC regarding issues with their vital water utility service. Tr. 97, 113, 115, 132, 140, 144. At the public input hearing, customers expressed poor water quality and service. *See* Section D. Moreover, a customer requested that CLPWC send out postcards to their customers. Tr. 131.

Under the terms of the Settlement, CLPWC shall create a postcard/ mailing to mail to the customer's billing address with Company contact information that will be sent out within 5 days following the entry of the order and a second time three months after the first. Settlement ¶ 33. Within 15 days of signing the Settlement Agreement, CLPWC shall work with the OCA on the messaging to be included on the postcard/ mailing; however, CLPWC will have the final say on the language. Settlement ¶ 33.a. Providing a postcard to CLPWC's customers with CLPWC's contact information, pertinent information, and its new dedicated phone number is in the public interest.

Following OCA's site visit with OCA engineering expert Mr. Fought and his review of the public input hearing testimony, Mr. Fought suggested to the OCA's counsel that sediment may be building up (especially for seasonal customers who are not using their water year-round) and that flushing the system may alleviate customer concerns regarding poor water quality. As such, the Settlement states that, at a minimum, the postcard/ mailing should also inform customers that, if their water has a color/odor, the customer can try running the water for fifteen minutes to a half hour to see if it clears out any built-up sediment (especially seasonal customers). Settlement ¶ 33.b. The Settlement further notes that this practice should only be done until customers are metered. *Id.* This settlement provision provides customers with a potential solution to sediment build-up in the water they receive from CLPWC. Additionally, the settlement language specifying that this

practice should only be done until customers are metered helps mitigate potential concerns related to elevated bills due to high water usage that could occur once meters are installed.

Moreover, the Settlement contains a provision that, within five days of signing the Settlement Agreement, CLPWC shall, to the extent not previously mailed, provide all customers with CLPWC's most recent Consumer Confidence Report ("CCR") via mail. Settlement ¶ 34. The CCRs will also be sent directly to each ratepayer every year in accordance with 25 Pa. C.S. Section 109.416. Settlement ¶ 34.

At the public input hearings, a CLPWC customer testified that CLPWC did not mail a copy of the CCR. Tr. 274. CLPWC is required to send CCRs to their customers annually. 25 Pa. C.S. § 109.416. This provision is in the public interest as it will bring CLPWC into compliance with the requirements of Title 25.

3. *Website (Settlement ¶ 35).*

At the public input hearings, customers testified that CLPWC has a Facebook group that requires a request to join in order to see pertinent information such as communications regarding outages, including advanced notice of service interruption. Tr. 98, 113-115. CLPWC also stated “[t]he company does not have a website on which to post application forms online. The Company would consider providing application forms via email upon request” OCA-I-8.

Under the terms of the Settlement, after signing the Settlement, CLPWC will create a website or accessible virtual location for customers to view water company documents (i.e., tariffs, reports). Settlement ¶ 35. In addition, CLPWC shall place the latest CCR on its Company website or Facebook Page. *Id.* The lack of a publicly accessible website for CLPWC that does not require permission to access is concerning given that CLPWC is a Commission-regulated public utility providing vital water service to its customers. The Settlement requires CLPWC to create a website

where customers can view water company documents such as tariffs and reports. The creation of a website for CLPWC is in the public interest.

4 *Annual Meetings (Settlement ¶ 36).*

As discussed above, at the public input hearings customers mentioned their difficulties contacting CLPWC about their vital utility service. *See*, Tr. 97-99, 113-115, 132, 140. As such, the Settlement contains a provision requiring CLPWC to hold one meeting with customers each year during the summer season, starting in 2024. Settlement ¶ 36. CLPWC's certified operator shall be present at the meeting. *Id.* The meeting shall include discussion of the status of the water system any current/planned improvement projects. *Id.* CLPWC shall provide confirmation to the Commission and statutory advocates with when the meeting was held and shall include meeting minutes. *Id.* CLPWC shall hold the meeting once a year during the summer months (June - August). *Id.*

The OCA submits that the public input hearings provided a venue for customers to voice their concerns and permitted CLPWC an opportunity to hear from their customers. Similarly, the OCA believes that annual meetings will provide customers with an opportunity to address any continuing or new issues related to CLPWC's service. Annual meetings between CLPWC and its customers are in the public interest.

D. System Improvements (Settlement ¶¶ 38-44).

1. *Water Testing (Settlement ¶ 38).*

During the Public Input Hearings, numerous customers testified that they did not drink the Company's water due to taste, smell, or fear of unsafe levels of arsenic or other harmful contaminants in the water. Tr. 80, 90, 95, 102, 106, 110, 128, 150, 157, 164, 217, 245, 253, 266, 271, 281. The OCA's engineering expert, Mr. Terry Fought, expressed concerns regarding the

quality of the water in Conneaut Lake due to the myriad unknown factors regarding the system, such as where service lines, laterals, and mains are located and what they are made of.

As a result, the OCA supported testing for likely contaminants at various points around the distribution system to ensure that water quality testing could capture the effect of the distribution system on the quality of water, and whether the distribution system – instead of the treatment process – could be responsible for the sediment CLPWC customers indicated plagued their appliances and home water usage. The aerial photograph provided as Appendix E to the Settlement identifies points around the distribution system which vary in their distance from the Company’s water tower and treatment plant. *See* App’x E. The locations for testing also include both residential and commercial areas, in addition to areas where the Company has not previously conducted testing. OCA-I-34 (testing is performed at the water tower, Hotel Conneaut, and Dollar General in Conneaut Lake).

The Settlement provides specifically for sampling and testing for arsenic, iron, and manganese. Settlement ¶ 38. In the OCA’s engineer’s estimation, the complaints raised during the public input hearings are likely the result of contamination from arsenic, iron, or manganese. Iron and manganese result in the sediment and rust-color water reported during the hearings. *See, e.g.*, Tr. 105-08 (Ms. Eiler describes her water as black and rusty smelling when she opens her cottage or when hydrants are flushed.). Providing for more thorough testing for iron, manganese, and arsenic will help progress CLPWC’s distribution system towards providing quality water fit for all household purposes, possibly identifying areas of the distribution system which are more prone to contamination by iron or manganese. *See Pa. PUC v. Lake Latonka Water Co.*, 71 Pa. PUC 507, 522 (1989) (holding that a utility provides inadequate water service even when the water “has non-

health, aesthetic quality problems” even though it may not violate drinking water quality standards).

The Settlement also provides for multiple rounds of testing to ensure that a single round of testing results would not prevent the Company from taking action in troubled areas. Settlement ¶ 38. In the event that iron or manganese water quality standards are exceeded, the Company will be required to investigate the cause of the exceedances and prepare a plan to address them. *Id.* In this way, the Settlement provides a path to resolving the issues of which customers complained during the public input hearings within a reasonable time frame following approval of the Settlement.

Due to the current state of CLPWC’s system, it is not possible at this time to ensure a more concrete plan be agreed-to in the Settlement. The OCA submits that the plan to address iron, manganese, and arsenic contamination of CLPWC water contained in the Settlement presents a reasonable compromise between the Company’s interests in cost containment and the Joint Petitioners’ interests in improving the quality of the system’s water, which is technically feasible at the time of the Settlement. Therefore, requiring CLPWC to engage in additional water quality testing and present a path to resolve issues presented during testing is in the public interest.

2. *Engineer’s Report (Settlement ¶ 39).*

Paragraph 39 of the Settlement provides an alternative route to ensuring CLPWC’s water system receives necessary upgrades in the event that no Section 529 proceeding is completed shortly after approval of the Settlement, pursuant to Paragraph 51 of the same. *See* 66 Pa. C.S. § 529 (permitting the Commission to order a capable water system provider purchase or operate nonviable water systems within the Commonwealth). Currently, CLPWC has not planned capital improvements or upgrades to its water system. OCA-II-9. However, the system has not had any

additions to plant since the current owner acquired the system in 2021, despite its poor condition. Schedule E; I&E-RB-1 and 2 (identifying additions in 2021 and 2022 as related to repairs and maintenance on bathroom and camper plumbing, not on distribution system improvements).

Specifically, in the event a Section 529 proceeding is not completed within nine months of the approval of the Settlement, CLPWC must provide a report prepared by a Professional Engineer with experience in the water industry within 10 months on being retained by the Company. Settlement ¶ 39. The report will analyze the feasibility of improvements to the water treatment and distribution system. *Id.* The report must contain an estimate for the time and cost of completing recommended projects, in addition to opining on the priority in which the projects must be completed. *Id.* Following receipt of the report, the Company and the statutory advocates will review the report and develop a timeline to implement the report's recommendations within the following five to ten years. *Id.*

This term seeks to ensure that, regardless of potential changes in control of the water system, the system will be improved to address concerns regarding water quality. Requiring the Company to use a professional engineer with experience in the water industry precludes the Company from utilizing its current or previous contractors, who would not be qualified to conduct a full feasibility study, and, instead, relying on an engineer whose recommendation could form the basis of any necessary permits issued by the Pennsylvania Department of Environmental Protection (DEP). *See* I&E-RB-1 and 2 (the Company has previously relied on local contractors who would not be qualified under the Settlement to perform work the Company attempted to include in rate base). Indeed, the invoices provided by CLPWC were not broken down to show the costs of items, the hours of labor expended, or a clear delineation between work performed for the public utility and work performed for affiliated interests. *Id.*

By developing a long-term plan to address the system's need for improvement, the Settlement represents a compromise between the OCA's interest in ensuring all necessary system upgrades be installed as quickly as possible with the Company's interest in acquiring capital through increased rates before undertaking improvement projects. Finally, permitting the statutory advocates to work with the Company during the implementation of a long-term capital improvement plan provides for continued cooperation between the parties, including continued representation of ratepayers by the OCA.

The Settlement's requirement to develop a long-term capital improvement plan through the development of a qualified engineer's report is in the public interest. The Company has not made any strides towards making capital improvements since acquiring the system in 2021. *See, e.g.*, I&E-RR-10-D (providing that the Company has only made several, wide ranging estimates regarding the cost of installing meters and other capital projects, but had no actual projections and did not include any capital improvements in its rate increase request). Through the implementation of this plan, if the Section 529 proceeding is not resolved shortly after approval of the Settlement, the OCA submits that the system will be better equipped to address ratepayer concerns regarding the Company's ability to provide safe, adequate, efficient, and reasonable service suitable for all household purposes than if no Settlement had been achieved. CLPWC's path to total compliance with Section 1501 of the Public Utility Code begins with a thorough consideration of feasible upgrades to the Company's treatment and distribution systems, as provided in Paragraph 39 of the Settlement, and is in the public interest.

3. *Restoring Baseline Service Adequacy (Settlement ¶¶ 40-44).*

Currently, the Company's information regarding its own system is severely lacking. CLPWC does not know where all customer service lines and laterals are, nor does the Company

know where all customers' curb stops or shut-off valves are. OCA-I-27 and 28. The Company does not have DEP permits related to its system from prior to 2021, when the Company acquired the system. OCA-I-18. The Company does not know how many isolation valves are present in the system and has only identified six. OCA-I-41. It is difficult to require the Company to make improvements to the system until the Company knows where its system is, what the system is made of, and where there are isolation and shut-off valves.

As a result, the Settlement requires the Company to identify the locations of all customer service lines and shut off vales. Settlement ¶ 40. Doing so provides both the Company and customers with future accountability and minimizes any future labor costs associated with turning water service on or off. The Company is provided with a reasonable time frame during which it can identify such lines and valves, and both the Company and any potential future owner, should the Section 529 proceeding result in sale, will benefit from knowing the location of the water distribution system.

Once the Company has identified the location of its isolation valves, under Paragraph 43, the Company will continue to exercise its isolation valves and log such exercising. Settlement ¶ 43. While the Company averred that it regularly exercises the six isolation valves of which it is aware and logs all exercising, the Company will likely encounter additional isolation valves when complying with Paragraph 40 of the Settlement, and must continue to regularly exercise all isolation valves it has identified. OCA-I-43.

Further, the Company will be required to obtain quotes for putting fencing or other security around the water tank. Settlement ¶ 41. Currently, CLPWC's water tank is secured with a locked door and fencing with a locked gate. OCA-I-26(a). However, during the OCA's site visit, the OCA's engineering expert expressed concern regarding the fencing around the water tank, and

opined that such fencing may not be adequate security for the water tank to comply with the Commission's regulations regarding security for utility infrastructure. *See* 52 Pa. Code §§ 101.1 *et seq.* Requiring the Company to obtain quotes for fencing or further security to be installed around the water tank enables the Company to pursue improvements to its security infrastructure around its water tank, especially if obtained in conjunction with the engineer's report described *supra*.

The Company also wished to bill commercial customers – including those owned by the sole member of the LLC which is the sole shareholder of CLPWC – on a quarterly, instead of monthly, basis.² Settlement ¶ 42. To ensure that commercial and residential customers receive the same protections, the Settlement requires that residential customers have the same billing frequency as commercial customers, and that all customers receive at least two billing cycles' notice prior to switching from quarterly to monthly billing, or vice versa. *Id.* These protections preserve the ability of the Company to bill its affiliated entities which, are also commercial customers on a quarterly basis, so long as residential customers are also ensured the same billing frequency. In addition, due to the high proportion of seasonal customers in the Company's service territory and the absence of electronic billing, quarterly billing will require less from seasonal customers who stay current in their quarterly bills.

Paragraph 42 also requires CLPWC to monitor the metered usage of its commercial customers, and bill accordingly, which the Company is not currently doing. TUS-R-25

² CLPWC has denied that there are companies with which it is affiliated. I&E-RD-8-D. However, the Public Utility Code includes entities under common control as affiliated interests. 66 Pa. C.S. § 2101(a)(3) (“(3) Every corporation 5% or more of whose voting securities are owned by any person or corporation owning 5% or more of the voting securities of such public utility or by any person or corporation in any such chain of successive ownership of 5% or more of voting securities.”); *see also* 15 Pa. C.S. § 102 (“‘Affiliate.’ A person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with a specified person.”). The successive owner of CLPWC also owns the Hotel Conneaut, Camperland, and Tiki Bar, three of the four commercial customers of the Company. Tr. 151.

(Commercial “customer monthly usage is not available as Company has not read the meters for these customers.”). As affiliates of the Company are also customers of the Company, it is essential to ensure that all customers that have metered rates under the proposed tariff supplement are charged the tariff rate, and requiring the Company’s affiliates to stay current on their bill obligations will resolve a concern raised at the public input hearings, that the Company’s owner was providing free water service to the Company’s affiliates. *See* Tr. 206-207. Absent such a guarantee, it is possible that the Company’s customers could remain under the impression that the Company’s affiliates were receiving free service, in violation of Section 1304 of the Public Utility Code.

Finally, the Company will be required to stay current on its electric bills. Settlement ¶ 44. The Company incurred substantial late payment charges on its electric bills during the twelve-month period ending September 2022. OCA-I-16; TUS-R-6. Late penalties are not a prudent or reasonable inclusion in a purchased power expense and, therefore, customers should not be required to pay for the imprudence of the water utility, even if the cause of the late payment charge was a lack of adequate rate revenue, as the Company claims. OCA-I-16; *Nat’l Fuel Gas Distrib. Corp. v. Pa. PUC*, 464 A.2d 546, 567 (Pa. Cmwlth. Ct. 1983) (“[T]he utility may not receive retroactive rate relief on account of expense items which are greater than anticipated or of revenue items which are lesser.”). As such, the Company committed to ensuring that it will not incur late payment charges again, and the OCA will review any submitted purchased power expense in the event the Company files a future general rate increase request and does not transfer control following a Section 529 proceeding.

All certificated public water utilities in the Commonwealth should be operating under the terms provided in Settlement Paragraphs 40 through 44. However, due to the state of the CLPWC

system and records surrounding the system, and the length of time since the previous rate increase, the Company has not endeavored to do so. Therefore, it is in the public interest to ensure that CLPWC returns to a baseline level of service adequacy by identifying the location of its service lines and isolation vales, applying its isolation valve exercising plan to any newly identified isolation valves, having all ratepaying customers paying their tariffed rates, and paying its electric bills on time. In so doing, CLPWC will not only provide improved service to its customers, it will also better prepare the system for a transfer of control under a Section 529 proceeding. The OCA submits that, while the Commission could have made similar demands of the Company in the course of this proceeding, had it been fully litigated, these particular concerns were flagged and identified in the course of mediation and may not have come to the Commission's attention absent this Settlement agreement.

E. Financing (Settlement ¶ 45)

In the event that the Company must proceed with the development of an engineer's report and capital improvement plan under Paragraphs 38 and 39 of the Settlement, the Company will be required to attempt to secure PENNVEST or federal loans or grants for capital improvements to its system prior to seeking private financing. Settlement ¶ 45. Due to the small number of customers of CLPWC, it is essential to minimize the costs included in rate base, thereby reducing the rate impact of capital improvements on each ratepayer. Schedule C at 2 (the system had 156 residential and three commercial customers at the time of filing). While there are currently no accurate estimates of the amount of capital improvements needed in the system, the need to install meters, determine where the system is, and address water contaminants will likely incur substantial costs. Therefore, the OCA submits that this term is in the public interest, as subsidized funding

will mitigate ratepayer impact for the extensive capital improvement projects needed in the system while still ensuring that customers' water quality will improve.

F. Customer Complaints (Settlement ¶¶ 46-47).

Section 65.3 of the Commission's regulations requires public utilities such as CLPWC to keep a record of customer complaints for five years. 52 Pa. Code § 65.3. Throughout the course of the proceeding, it became apparent that CLPWC does not currently keep a log maintain a customer complaint log in accordance with of customer complaints that tracks when the Company receives a complaint or the nature of the complaint.

When CLPWC was asked to quantify the number of disputes initiated by its customers that required compliance with dispute procedures under 52 Pa. C.S. Section 56.151, CLPWC stated that "Conneaut received PUC approval for its request for a Certificate of public [sic] Convenience on April 20, 2023. Since that time, there has been no dispute initiated by Conneaut customers since Conneaut's inception that required compliance with dispute procedures under 52 Pa. Code § 56.151. Prior to the receipt of the Certificate of Public Convenience, however, a customer did file a formal complaint relating to rates on April 10, 2023, but that matter was withdrawn by the customer." TUS-R-23. Moreover, when asked to provide a copy of every written public utility company report per 52 Pa. Code §§ 56.151(5)(i) and (ii), CLPWC responded "[n]one." TUS-R-24.

At the public input hearing, multiple customers either attempted to contact CLPWC to no avail or received little to no follow-up in response to their concerns. Tr. 74, 76, 97-98, 137, 143-144. Additionally, when customers complained about their water service, they testified that they were threatened with termination of water service by CLWPC owner Todd Joseph. Tr. 71.

Under the terms of the Settlement, no later than three (3) months after the entry of the Commission's Order, CLPWC shall create and maintain a customer complaint log in accordance with 52 Pa. Code Section 65.3 and will provide the log to the parties each quarter through 2025. Settlement ¶ 46. No later than three (3) months after the Commission's Order, to comply with 52 Pa. Code Section 65.3 for customer complaints, CLPWC shall provide a report to the Commission and statutory advocates outlining the customer complaint process in detail. Settlement ¶ 47.

These settlement provisions require CLPWC to comply with the Commission's regulations regarding customer complaints. Moreover, requiring CLPWC to issue a report to the Commission and the statutory advocates helps ensure that a customer complaint process which complies with the Commission's regulations is detailed and put into place as soon as practicable. Bringing CLPWC into compliance with the Commission's regulations is in the public interest.

G. Regulatory Compliance (Settlement ¶¶ 48-50)

Similar to Paragraphs 40 through 44, Settlement Paragraphs 48 through 50 provide a level of accountability to ensure that the Company is committing to complying with the Public Utility Code and the Commission's regulations.

As stated *supra*, there are concerns among customers of CLPWC that the owner of the Company is recording expenses for the Company's affiliates in the Company's books. Tr. 207-208; *see also* I&E-RB-1 and 2 (CLPWC claimed repairs to affiliated entities' property for inclusion in CLPWC rate base). Certificated public utilities are required by the Commission to maintain separate books and records from affiliated entities. 66 Pa. C.S. § 1701; 52 Pa. Code § 65.16. Under the terms of the Settlement, the Company's customers can be assured that the Company has committed to maintaining separate books and records from its affiliated

entities to prevent future claims of ratepayer recovery of expenses for the Company's affiliates. Settlement ¶ 48.

Further, the Company indicated that it may terminate customers on Fridays, which would be in violation of the Public Utility Code. 66 Pa. C.S. § 1503(a)(1). Indeed, when CLPWC was asked whether the Company would discontinue service or otherwise interrupt water service upon three days notice if the date of the discontinuance occurs on a Friday, Saturday, Sunday, on a holiday, or the day prior to a holiday, CLPWC stated that “[i]t does not have a policy preventing discontinuance of service on a Friday provided proper notice has been provided.” OCA-I-7. During public input hearings, four customers mentioned that they had to pay a tap-in fee to connect to the CLPWC system following the change in ownership in 2021, which is not permitted under the Public Utility Code, as the Company's tariff does not provide for tap-in fees. Tr. 237, 257, 262, 280; 66 Pa. C.S. § 1303. The Settlement provides that the Company will not terminate customers on Fridays and will cease charging tap-in fees. Settlement ¶¶ 49, 50. Additionally, the Company accepted the OCA's suggestions to modify its tariff to only terminate customers for failure to pay an undisputed, delinquent account, complete payment of a deposit, or comply with the material terms of a payment arrangement, as required by 66 Pa. C.S. Section 1406(a) and 52 Pa. Code Section 56.81, as well as explicitly stating in its tariff that security deposits would not be required from confirmed low-income customers, as required by 66 Pa. C.S. Section 1404(a.1).

By adjusting its tariff and practices, the Company will be brought into greater compliance with the Public Utility Code and Commission regulations under the terms of the Settlement. While no Settlement is necessary to enforce the Public Utility Code and Commission regulations, the Joint Petitioners undertook the opportunity to review the Company's practices and find an amicable, binding solution to areas where the Company was not aware it could fall out of

compliance with the Public Utility Code and Commission's regulations. As a result, the Settlement is in the public interest by assisting the Company provide adequate service in areas, without the Settlement, the Company may not have been aware it was at risk of infringing on the mandates of the Public Utility Code and Commission's regulations.

H. Section 529 Proceeding (Settlement ¶ 51)

During the course of the proceeding, it became apparent that CLPWC is a troubled system and that Section 529 of the Public Utility Code (66 Pa. C.S. § 529) should be instituted due to quality of service and compliance issues. Under the terms of the Settlement, the parties agreed that the Bureau of Investigation and Enforcement (I&E) shall initiate a Section 529 proceeding of the Public Utility Code no later than three (3) months after entry of a Commission Order. Settlement ¶ 51. I&E also agreed that it will not seek any fines or penalties against CLPWC for any alleged violations of the Public Utility Code, or PUC rules and regulations, by CLPWC that occurred prior to the date of the Commission's approval of the Settlement Agreement. *Id.* CLPWC reserves the right to challenge the acquisition and present evidence proving its ability to render adequate, efficient, safe and reasonable service at just and reasonable rates. *Id.*

Instituting a Section 529 proceeding is necessary to ensure that CLPWC's customers receive quality water service in accordance with Commission regulations. As discussed throughout the OCA's Statement in Support, customers are being threatened with service termination by CLPWC's owner, CLPWC is not in compliance with Title 66, and customers are experiencing widespread water quality issues. CLPWC is a small water utility that cannot reasonably be expected to furnish and maintain adequate, efficient, safe, and reasonable service and facilities in the future. All parties, including CLPWC, agreed that it is in the public interest to initiate a Section 529 proceeding for CLPWC.

I. Longer-term Goals (Settlement ¶¶ 52-54)

Similar to Section C (3), Paragraphs 52 through 54 of the Settlement seek to ensure that the Company is able to maintain a baseline level of service adequacy. Due to the age of the Company's system, as well as the lack of information surrounding the location of the system and of what materials it is comprised, lead contamination is a serious concern for the OCA and its engineering expert. By ensuring that the Company utilizes a DEP-approved plan to minimize the possibility of lead contamination, the Company ensures not only that its current addition of sodium silicate to the water supply as a corrosion inhibitor is DEP-approved, but also that the Company will continue to treat its water to reduce corrosion and the possibility of lead contamination. OCA-I-18 (containing the DEP permit issued to CLPWC in 2021, which does not identify that the facility provides corrosion control for lead and copper); OCA-I-21 (providing that the Company adds sodium silicate during the treatment process as a corrosion inhibitor); Settlement ¶ 52.

Measuring static and pumping water levels and documenting instrument calibration are standard operating procedures necessary to ensure that the water system is adequately operated over time. The Settlement requires the Company to continue such measuring and documentation, to ensure that the Company continues to adequately operate its treatment and distribution plant. Settlement ¶¶ 53-54. The OCA's engineer, Mr. Terry Fought, was concerned that the Company had not consistently done so previously. As a result, the Joint Petitioners agreed to include the Company's continuing commitment to do so in the Settlement.

Maintaining baseline adequacy of the Company's treatment and distribution system were critical concerns raised during this proceeding, by both the Joint Petitioners as well as the Company's customers. As a result, the assurances contained in Paragraphs 52 through 54 document the Company's ongoing commitment to maintain a baseline of adequate service with

regard to lead contamination, measuring static and pumping water levels, and documenting instrument calibration. These assurances are in the public interest, as they represent the Company's commitment to providing adequate service which may not have been specifically secured absent a settlement in this proceeding.

J. Residential Metering (Settlement ¶ 55)

Along with CLPWC's request for a general rate increase, on August 31, 2023, CLPWC filed with the Commission a Petition seeking approval of a Metering Exception at Docket No. P-2023-3042648. On September 14, 2024, the OCA filed its Answer opposing CLPWC's request to waive the Commission's metering regulations at 52 Pa. Code Section 65.7(a). At the prehearing conference on October 26, 2023, the metering docket was consolidated with the instant docket.

For more than 40 years, the Commission's regulations provided that "[a]fter August 15, 1981, a public utility which is issued a certificate of public convenience permitting it to begin to render water service and a currently existing public utility which begin to render water service to an additional, noncontiguous, service to an additional, noncontiguous, service area shall be required to furnish metered service." 52 Pa. Code §65.7(a). The Commission adopted the following criteria to evaluate whether to waive its metering requirements:

1. Companies serving primarily residential/ recreational customers. This category encompasses companies with 50% or more seasonal customers. However, the Company even if exempted from metering residential customers, would still be required to meter commercial and industrial users;
2. Companies with an extraordinarily abundant source of water supply;
3. Companies whose cost of compliance is demonstrably economically unfeasible;
- and
4. Companies with physical impracticability problems

Petition of Finch Hill Water Company for exemption of metering requirements, pursuant to 52 Pa.

*Code § 65.7, 2011 Pa. PUC LEXIS 1990, *22011 Pa. PUC LEXIS 1990, *2.*

CLPWC has not established that it has met the necessary criteria to be granted a waiver of the Commission's metering requirements. Regarding the claim that CLPWC primarily serves residential customers, CLPWC's application for a Certificate of Public Convenience, CLPWC noted as follows:

Conneaut Lake Park was a 120+ year old fully functional and operational community amusement park. Among the assets of the Trustees was the Water System that at the time of transfer provided water to a campground, a hotel, and the amusement park complex, in addition to certain residential properties.

Joint Application of Trustees of Conneaut Lake Park, Inc. and Conneaut Lake Park Water Corporation Inc., Docket No. A-2022-3031711, Application at Paragraph 5. As CLPWC serves water to a campground and a hotel (both of which are owned by the same owner of CLPWC) the assertion of the "primarily residential" nature of CLPWC's system is questionable.

Regarding CLPWC's claim that it has an extraordinarily abundant source of water supply, in its petition for waiver, CLPWC stated that "CLPWC has an abundant water supply given that its permitted supply capacity of 721,440 gpd and treatment capacity of 288,000 gpd compared to its annual average usage range of approximately 30,000-33,000 gpd with a peak in the range of approximately 150,000 – 160,000 gpd." Petition at ¶ 13. No information was provided as to how much the Company is billing for water compared to how much water the Company is producing for their customers.

In claiming that CLPWC's cost of compliance is demonstrably economically unfeasible, CLPWC's Petition states that "the cost of such metering is estimated to range from \$500 – 600 per meter installation to possibly approximately \$1,500 - \$2,500+ meter installation." Petition at ¶ 13. The Petition further states that "[g]iven the size of the system and limited customer base, the physical challenges presented by many of the residential customer locations and the uncertainties, it is demonstrably economically infeasible to install residential meters on this system. The Rate

Increase filing submitting [sic] with this Petition does not include the cost of providing meters.” Petition at ¶ 15.

It is important to note that “cost alone has never been a sufficient excuse for failure to comply with metering regulations.” *Pa. PUC v. City of Bethlehem – Bureau of Water*, 2009 Pa. PUC LEXIS 2092, *13 citing *Pa. PUC v. Elmbrook Water Co.*, Docket Nos. C-913689; and M-820308 (Order entered October 27, 1993). Moreover, the estimated range of the costs to meter that was provided by the Company appears to be speculative and wide ranging, going from \$500 to “possibly approximately \$1,500 - \$2,500+ per meter installation.” Petition at ¶ 15.

In support of the Company’s alleged physical impracticability problems, CLPWC’s Petition cites to a Recommended Decision which states “[t]here is no doubt that the record evidence shows that the Park, including the Water System, has a very long history of financial struggles, fiduciary mismanagement, poor record keeping and other managerial mismanagement.” Petition at ¶ 14. The fact that CLPWC currently lacks sufficient information is not a reasonable basis upon which to grant an exemption from the Commission’s metering requirements. CLPWC’s claims regarding the lack of information or records and CLPWC’s claim that there are obstacles to investigation illustrates a lack of evidence at this time as opposed to a reasonable justification to allow an exemption of the Commission’s metering requirements. Moreover, CLWPC’s claim that there are a number of properties that cannot have a meter placed due to only having a small crawl space is insufficient without more details. Following the OCA’s site visit, Mr. Fought noted that there is no physical impracticality to CLPWC installing meters for all of their residential customers. CLWPC fails to indicate whether it has explored other options for meter placement, such as a meter pit.

Given the available information, the OCA's site visit, and the OCA's consultations with its expert engineer Mr. Fought, the OCA continues to believe that CLPWC does not meet the Commission's criteria. Moreover, multiple customers expressed their desire to be metered at the public input hearings. Tr. 79, 111, 119, 230, 234, 271-272, Many of these customers noted that their lack of trust regarding CLPWC's practices further increased their desire to be metered. *See, Id.*

Under the terms of the Settlement, no later than five years from the date of the Settlement, CLPWC shall install meters for all of its residential customers. Settlement ¶ 55. This Settlement provision is a result of compromise and allows CLPWC an extended period of time of five years to meet the Commissions' regulatory requirements. Having an explicit commitment that CLPWC will install meters for all of its residential customers is a step towards ensuring that CLPWC's customers are confident that they are paying for the water that they are using and are not being unnecessarily overcharged. This provision is in the public interest.

III. CONCLUSION

The OCA submits that the terms and conditions of the proposed Settlement of these rate investigations, taken as a whole, represent a fair and reasonable resolution of the issues raised by the OCA in this matter. Therefore, the OCA submits that the Settlement should be approved by the Commission without modification as being in the public interest and in the interest of CLPWC's ratepayers.

Respectfully submitted,

/s/Harrison W. Breitman

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APPENDIX H

Statement in Support of the Bureau of
Investigation and Enforcement

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission	:	
	:	
v.	:	Docket Nos. R-2024-3041575
	:	P-2023-3042648
Conneaut Lake Park Water Corporation, Inc.	:	

**STATEMENT OF THE
BUREAU OF INVESTIGATION AND ENFORCEMENT
IN SUPPORT OF
JOINT PETITION FOR SETTLEMENT
OF RATE INVESTIGATION**

**TO ADMINISTRATIVE LAW JUDGE ERANDA VERO AND ADMINISTRATIVE
LAW JUDGE ARLENE ASHTON:**

The Bureau of Investigation and Enforcement (“I&E”) of the Pennsylvania Public Utility Commission (“Commission”), by and through Prosecutor Michael A. Podskoch, Jr., hereby respectfully submits that the terms and conditions of the foregoing “Joint Petition for Approval of Settlement of Rate Proceeding” (“Joint Petition” or “Settlement”) are in the public interest and represent a fair, just, reasonable and equitable balance of the interests of Conneaut Lake Park Water Corporation, Inc. (“CLPWC” or “Company”) and its customers. The parties to this settlement are Conneaut, I&E, the Office of Consumer Advocate (“OCA”), the Office of Small Business Advocate (“OSBA”), and approximately 67 Conneaut Lake residents (“Conneaut Lake Objectors”) represented by Joshua D. Brown, Esquire (collectively the “Joint Petitioners” or “Parties”). Following extensive review of the Company’s filing and discovery responses, and participation in numerous mediation sessions and settlement discussions, I&E is of the opinion that the terms and conditions of the Joint Petition are in the

public interest. Accordingly, I&E recommends that the Administrative Law Judges and the Commission approve the Settlement in its entirety.

I. BACKGROUND

Conneaut Lake Park Water Corporation, Inc. is a small water utility owned and operated by Todd Joseph following the issuance of a Certificate of Public Convenience on April 20, 2023.¹ On August 31, 2023, CLPWC filed its proposed Supplement No. 1 to Tariff Water – Pa. P.U.C. No. 1, with a proposed effective date of October 31, 2023. The filing contained proposed changes in rates, rules, and regulations calculated to produce \$257,797 in additional annual revenues, resulting in a 970.8% increase. Simultaneously with the base rate filing (“rate case”), CLPWC filed a Petition for Approval of a Metering Exception (“metering petition”) seeking an exemption to the metering requirement imposed in the April 20, 2023 Order.²

On September 18, 2023, OCA filed a Formal Complaint and Public Statement. On September 19, 2023, I&E filed its Notice of Appearance. On September 20, 2023, OSBA filed a Formal Complaint and Public Statement. Attorney Brown filed his Notice of Appearance on behalf of the Conneaut Lake Objectors on September 20, 2023 in the metering petition and September 26, 2023 in the rate case. Additionally, various individuals filed oppositions to CLPWC’s proposed rate increase and metering petition.

On October 19, 2023, the Commission entered an Order suspending the implementation of the proposed rates by operation of law until May 31, 2024, and opening an investigation into the lawfulness, justness, and reasonableness of the proposed rates, rules,

¹ *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, pp.1-2 (Order entered April 20, 2023).

² *Id.* at pp. 2-3.

and regulations contained therein. The case was assigned to the Office of Administrative Law Judge for the prompt scheduling of such hearings as may be necessary culminating in the issuance of a Recommended Decision.

A telephonic Prehearing Conference was held on October 26, 2023 before Administrative Law Judges Eranda Vero and Arlene Ashton (the “ALJs”) during which the rate case and the metering petition were consolidated. Additionally, the parties agreed to engage in mediation and CLPWC elected to extend the statutory suspension period by 60 days, until July 30, 2024, in order to accommodate mediation proceedings. Two public input hearings, one in-person and one telephonic, were held on December 7, 2023.

The parties engaged in mediation sessions on November 21, 2023, December 1, 2023, December 13, 2023, December 19, 2023, January 10, 2024, February 6, 2024, and February 29, 2024. CLPWC voluntarily extended the statutory extension period twice until November 8, 2024 in order to accommodate further mediation proceedings. Upon notification that the parties reached a full settlement of all issues, a second telephonic Prehearing Conference was held on March 25, 2024 before the ALJs to discuss procedural matters. A Prehearing Order was issued on March 27, 2024 which suspended the litigation schedule adopted in the Prehearing Order dated February 14, 2024.

II. LEGAL STANDARD

I&E is the prosecutory arm of the Commission for purposes of representing the public interest in ratemaking and service matters and enforcing compliance with the Public Utility Code and Commission regulations and orders.³ By representing the public interest in rate

³ *Implementation of Act 129 of 2008; Organization of Bureaus and Offices*, Docket No. M-2008-2071852 (Order Entered August 11, 2011).

proceedings before the Commission, I&E works to balance the interests of customers, utilities, and the regulated community as a whole to ensure that a utility's rates are just, reasonable, and nondiscriminatory.⁴ In negotiated settlements, it is incumbent upon I&E to identify how amicable resolution of any such proceeding may benefit the public interest and to ensure that the public interest is served.

“The prime determinant in the consideration of a proposed Settlement is whether the settlement is in the public interest.”⁵ The Commission has recognized that a settlement “reflects a compromise of the positions held by the parties of interest, which, arguably fosters and promotes the public interest.”⁶

Commission policy encourages settlements because, in the Commission's judgment, the results achieved from a negotiated settlement are often preferable to those achieved at the conclusion of a fully litigated proceeding.⁷

III. SETTLEMENT TERMS AND CONDITIONS

A. Revenue Requirement (Joint Petition ¶¶ A.26-29)

The proposed Settlement will allow CLPWC to file a compliance tariff with new tariff rates designed to provide an overall base rate revenue increase of \$75,000, instead of the Company's requested \$257,797 increase, effective the date of the filing of the compliance tariff. Pursuant to the terms of the Settlement, no rate increase shall go into effect until the Company submits a report to the Commission with copies to the parties certifying that that it has completed certain obligations under the Settlement as discussed *infra*.

⁴ See 66 Pa.C.S. §§ 1301 and 1304.

⁵ *Pennsylvania Public Utility Commission v. Philadelphia Electric Company*, 60 PA PUC 1, 22 (1985).

⁶ *Pennsylvania Public Utility Commission v. C S Water and Sewer Associates*, 74 PA PUC 767, 771 (1991).

⁷ See 52 Pa. Code §§ 5.231 and 69.401.

The parties to the Settlement have agreed upon the additional annual revenues as a “black box” settlement subject to a few specific provisions detailed within the Joint Petition. A “black box” settlement does not specifically identify the resolution of any disputed issues. Instead, an overall increase to base rates is agreed to and parties retain all rights to further challenge all issues in subsequent proceedings. A “black box” settlement benefits ratepayers as it allows for the resolution of a proceeding in a timely manner while avoiding significant additional expenses. A previous Chairman of the Commission has commented on “black box” settlements and stated that:

Determination of a company’s revenue requirement is a calculation that involves many complex and interrelated adjustments affecting revenue, expenses, rate base and the company’s cost of capital. To reach an agreement on each component of a rate increase is an undertaking that in many cases would be difficult, time-consuming, expensive and perhaps impossible. Black box settlements are an integral component of the process of delivering timely and cost-effective regulation.⁸

This “black box” revenue increase balances the interests of ratepayers and the Company. CLPWC will receive sufficient revenue to provide adequate, efficient, safe and reasonable service while ratepayers are protected as the resulting increase minimizes the impact of the initial proposal. The increase is appropriate and, when accompanied by other important provisions contained in the Settlement, yields a result that is both just and reasonable and in the public interest.

The parties have also agreed that CLPWC shall not file a general rate increase under Section 1308(d) of the Public Utility Code any sooner than 22 months following the

⁸ See Statement of Commissioner Robert F. Powelson, *Pennsylvania Public Utility Commission v. Wellsboro Electric Company*, Docket No. R-2010-2172662 (Order Entered January 13, 2011); See also Statement of Commissioner Robert F. Powelson, *Pennsylvania Public Utility Commission v. Citizens’ Electric Company of Lewisburg, Pennsylvania*, Docket No. R-2010-2172665 (Order Entered January 13, 2011).

Commission's approval of the Settlement. This stay-out term is in the public interest as it provides a period of rate stability for CLPWC's customers.

B. Customer Service (Joint Petition ¶¶ B.30-37)

Pursuant to the terms of the Settlement, CLPWC has agreed to make the following customer service improvements:

1. CLPWC shall create a phone number for the water company with a dedicated responder other than Mr. Joseph;⁹
2. CLPWC's billing correspondence shall include the water company's contact information or website to view Company documents;
3. CLPWC shall create and send out a postcard/mailing to customers' billing addresses containing the Company's contact information, information regarding how to address issues with water color/odor, and a statement that customers will not be restricted from any area open to the public or at non-utility businesses owned by Mr. Joseph due to a water system dispute or complaint;¹⁰
4. CLPWC shall mail customers copies of its Consumer Confidence Reports ("CCRs"), shall mail CCRs annually in accordance with 25 Pa. Code § 109.416, and shall place the latest CCR on its website or Facebook page;¹¹
5. CLPWC shall create a website or accessible virtual location for customers to view water company documents; and

⁹ See Hrg. Tr. 12/7/2023 1:05 p.m., pp. 113, 115-116.

¹⁰ See Hrg. Tr. 12/7/2023 1:05 p.m. at p. 72.

¹¹ See Hrg. Tr. 12/7/2023 1:05 p.m., p. 102; See also Hrg. Tr. 12/7/2023 6:03 p.m., pp. 209-211, 217, 272-275, 280-281, 283.

6. CLPWC shall hold one annual meeting with customers starting in 2024 where the certified operator shall be present and shall provide confirmation and meeting minutes to the Commission and statutory advocates.

Through the course of the public input hearings and mediation sessions, CLPWC's customers raised numerous customer service concerns. I&E supports these Settlement terms as they were targeted to address issues presented in the testimonies of customers at the public input hearings and relate to the Company's service obligations to customers. Specifically, these Settlement terms are designed to improve customer communications through a dedicated water company phone number, ensuring the Company's contact information is provided on customer bills and establishing an annual meeting for customers to meet with the Company's certified operator. Additionally, these Settlement terms provide more transparency by making Consumer Confidence Reports and other important information more accessible to CLPWC's customers by making them available to customers virtually. Improved communications and greater transparency is in the public interest.

C. System Improvements (Joint Petition ¶¶ C.38-43)

Pursuant to the terms of the Settlement, CLPWC has agreed to make the following water system improvements:

1. CLPWC shall conduct rounds of sampling and testing for arsenic, iron and manganese at eight prespecified locations and shall investigate if results indicate quantities above applicable drinking water quality standards and shall prepare a plan to address excessive iron and/or

manganese subject to Pennsylvania Department of Environmental Protection (“DEP”) approval;¹²

2. If the Section 529¹³ proceeding discussed *infra* is not completed within nine months of filing, CLPWC shall hire a Professional Engineer to conduct a feasibility analysis with a list of recommended improvements with estimated costs and times for completion, and shall submit the Engineer’s report to the Commission and statutory advocates for review and comment, and shall implement a plan to address the Engineer’s recommendations;
3. CLPWC shall identify and locate the service line and shut off valves for each customer;
4. CLPWC shall obtain quotes to place fencing or other security around the water tank;
5. CLPWC shall read, record and bill all commercial meters based on monthly usage and bill residential and commercial customers on the same billing schedule, and shall notify customers in advance if the billing schedule is changed from quarterly to monthly;
6. CLPWC shall adhere to its existing program for maintaining and exercising isolation valves and recording the exercising in its log; and
7. CLPWC shall remain current on its electric bills on a going-forward basis.

¹² See Hrg. Tr. 12/7/2023 1:05 p.m., pp. 88-89, 95-96, 150; See also Hrg. Tr. 12/7/2023 6:03 p.m., p. 248.

¹³ 66 Pa.C.S. § 529.

I&E supports these terms as they address issues presented in the testimonies of customers at the public input hearings and raised during the course of the mediation sessions. Although the Settlement contemplates the initiation of a Section 529 proceeding, these terms are designed to ensure the Company is currently satisfying its obligation to provide safe and reliable water service until an acquisition is approved.¹⁴ As such, these terms are in the public interest.

D. Funding (Joint Petition ¶ D.45)

Pursuant to the terms of the Settlement, CLPWC shall apply for PennVEST funding and shall seek federal grants or loans prior to seeking outside non-affiliated private financing to conduct the aforementioned water testing and investigations and to hire the aforementioned Professional Engineer to evaluate the system and make necessary improvements.

These terms relate to the Company's existing service obligations as well as its obligations under the Settlement and therefore are in the public interest.

E. Customer Complaints (Joint Petition ¶¶ E.46-47)

Pursuant to the terms in the Settlement, no later than three months after the Settlement has been approved, CLPWC shall create and maintain a customer complaint log in accordance with 52 Pa. Code § 65.3 and will provide the log to the parties each quarter through 2025. No later than three months after the Settlement has been approved, to comply 52 Pa. Code § 65.3 for customer complaints, CLPWC shall provide a report to the Commission and statutory advocates outlining the customer complaint process in detail.

CLPWC's customers were vocal about customer service and quality of service concerns throughout this proceeding. Requiring the Company to maintain a customer complaint log and

¹⁴ 66 Pa.C.S. § 1501.

provide it to the parties quarterly allows I&E and other parties to monitor those issues beyond the conclusion of this rate proceeding. These terms relate to the Company's service obligations to customers and therefore are in the public interest.

F. Regulatory Compliance (Joint Petition ¶¶ F.48-50)

Pursuant to the terms of the Settlement, no later than three months after the Settlement has been approved, the revenues, expenses, and property for CLPWC's water service shall be segregated from non-utility businesses. CLPWC shall establish and maintain a system of accounts in accordance with 66 Pa.C.S. § 1701 and 52 Pa. Code § 65.16.

CLPWC shall ensure that its termination procedures are fully compliant with the Commission's regulations, specifically Chapter 56, Subchapters E (relating to termination of service) and F (relating to disputes; termination disputes; informal and formal complaints), and the Public Utility Code. CLPWC shall preserve written or recorded disputes and complaints regarding service terminations and reconnections in accordance with 52 Pa. Code § 56.202 (relating to record maintenance).

CLPWC shall ensure that it does not bill its customers a greater or lesser rate for water service rendered than that specified in its Commission approved tariff. CLPWC shall not charge customers a tapping fee as it is not a tariff rate.

I&E supports these terms as they will bring the Company into greater compliance with the Public Utility Code and Commission regulations which is invariably in the public interest.

G. Section 529 Proceeding (Joint Petition ¶ G.51)

Pursuant to the terms of the Settlement, I&E shall initiate a Section 529 proceeding no later than three months after entry of a Commission Order. CLPWC reserves the right to challenge the acquisition and present evidence proving its ability to render adequate, efficient,

safe and reasonable service at just and reasonable rates. Additionally, I&E agrees that it will not seek any fines or penalties against CLPWC for any alleged violations of the Public Utility Code or Commission regulations by the Company that occurred prior to the date of the Commission's approval of the Settlement.

Upon extensive review of the Company's instant filing and discovery responses, as well as prior filings with the Commission, and following a site visit, two public input hearings, seven mediation sessions, and numerous settlement discussions, I&E recommends that it is in the public interest for the Commission to open an investigation pursuant to Section 529 of the Public Utility Code into whether the Commission should order a capable public utility to acquire Conneaut Lake Park Water Corporation, Inc. Based on concerns raised at the public input hearings and during the course of mediation, it is in the public interest to investigate whether a more capable public utility, with greater access to capital and a larger customer base to more equitably spread costs, should own and operate the water system. Accordingly, I&E committed to initiating such a proceeding no later than three months after the Commission Order is entered.

H. Longer-Term Goals (Joint Petition ¶¶ H.52-54)

Pursuant to the terms of the Settlement, CLPWC shall continue its current plan in place to minimize lead contamination, which is the addition of sodium silicate to the distribution system, provided such plan is allowed by DEP. CLPWC shall continue to measure static and pumping water levels in the manner it currently does and shall continue to document instrument calibration.

These terms relate to the Company's obligation to provide safe and reliable water service and therefore are in the public interest.

I. Residential Metering (Joint Petition ¶ I.55)

Pursuant to the terms of the Settlement, CLPWC shall install meters for all residential customers no later than five years from the date of the Settlement.

Commission regulations require public utilities to provide metered service.¹⁵ The Company filed a Petition seeking approval to be exempt from this metering requirement because it (1) serves primarily residential/recreational customers; (2) has an extraordinarily abundant source of water supply; (3) would be economically unfeasible; and (4) has physical impracticability problems.¹⁶ OCA filed an Answer opposing the requested metering exemption and many CLPWC customers spoke in favor of obtaining metered service. I&E supports this provision as residential metering will bring the Company into greater compliance with Commission regulations. However, given the cost of installing meters and the potential acquisition of the system by a capable public utility through the Section 529 process, the five-year compliance period contained in the Settlement is in the public interest.

J. Standard Settlement Conditions (Joint Petition ¶¶ J.56-61)

I&E's agreement to settle this case is made without any admission or prejudice to any position that I&E might adopt during subsequent litigation or the continuation of this litigation in the event the Settlement is rejected by the Commission or otherwise properly withdrawn by any of the Joint Petitioners.

If the ALJs recommend that the Commission adopt the Settlement as proposed, I&E has agreed to waive the right to file Exceptions. However, I&E has not waived its right to file Exceptions with respect to any modifications to the terms and conditions of the

¹⁵ 52 Pa. Code § 65.7(a).

¹⁶ Petition of Conneaut Lake Park Water Corporation, Inc. for Approval of a Metering Exception, Docket No. P-2023-3042648.

Settlement, or any additional matters, that may be proposed by the ALJs in the Recommended Decision. I&E also reserves the right to file Reply Exceptions to any Exceptions that may be filed by any party to this proceeding.

The Settlement is also conditioned upon the Commission's approval of all terms and conditions contained therein, and should the Commission fail to approve or otherwise modify the terms and conditions of the Settlement, the Joint Petition may be withdrawn by I&E or any of the signatories.

IV. THE SETTLEMENT IS IN THE PUBLIC INTEREST

As noted in previous cases before the Commission, CLPWC has a very long history of financial struggles, fiduciary mismanagement, poor record keeping and other managerial mismanagement.¹⁷ CLPWC's present rates have been in effect since 2009 and have not been modified since,¹⁸ which has contributed to the Company's current operational problems. Additionally, the record contains many references to customer service issues,¹⁹ water quality issues,²⁰ the poor state of the water system,²¹ and Mr. Joseph's retaliatory communications with customers.²² This Settlement represents a compromise among the parties by conditioning the Company's revenue increase on customer service and water system improvements and greater regulatory compliance.

¹⁷ Recommended Decision, Docket Nos. A-2022-3031711 & A-2022-3031712, p. 21; Supplement No. 1 to Tariff – Water Pa. P.U.C. No. 1, Docket No. R-2023-3041575, Statement of Reasons, p. 2.

¹⁸ Recommended Decision, Docket Nos. A-2022-3031711 & A-2022-3031712, p. 13; Supplement No. 1 to Tariff – Water Pa. P.U.C. No. 1, Docket No. R-2023-3041575, Statement of Reasons, p. 1.

¹⁹ See Hrg. Tr. 12/7/2023 1:05 p.m., pp. 97-98, 102-103, 113, 115, 129, 131, 135-137, 140, 143-144, 149, 164-167; See also Hrg. Tr. 12/7/2023 6:03 p.m., pp. 209-211, 217, 247-248, 272-274, 281.

²⁰ See Hrg. Tr. 12/7/2023 1:05 p.m. at pp. 72-73, 75, 77-79, 80-82, 88-91, 95, 101, 103, 105-106, 108, 110-111, 127-128, 140, 146, 149-151, 157-158, 161, 164-165; See also Hrg. Tr. 12/7/2023 6:03 p.m. at pp. 209-211, 217, 221, 238, 240, 244-246, 251-254, 256-257, 260, 266, 271, 273, 280-283.

²¹ See Hrg. Tr. 12/7/2023 1:05 p.m. at pp. 77-79, 82-83, 88, 91-92, 107-108, 114, 123-126, 142, 149-150, 152, 154, 158-160, 162, 166; See also Hrg. Tr. 12/7/2023 6:03 p.m. at p. 266.

²² See Complaint of the Conneaut Lake Objectors, pp. 7-8; See also Letter/Communications with Members – Conneaut Lake Park Water Corp, pp. 4-15; See also Hrg. Tr. 12/7/2023 1:05 p.m., pp. 71-72, 74, 118-120, 168.

While I&E supports the conditional revenue increase, based on its review of the Company's instant filing and discovery responses, as well as prior filings with the Commission, and following a site visit, two public input hearings, seven mediation sessions, and numerous settlement discussions, I&E is of the opinion that CLPWC cannot reasonably be expected to furnish and maintain adequate, efficient, safe and reasonable service and facilities in the future. The water system is in need of large-scale maintenance and repairs and CLPWC does not have the capital to invest nor the customer base to shoulder the costs of these improvements. Thus, this Settlement serves two purposes: (1) providing the Company with sufficient revenue to provide adequate, efficient, safe and reasonable service while addressing immediate improvements to customer service, regulatory compliance, and the water system; and (2) establishing long-term improvement goals while simultaneously pursuing acquisition of the Company by a capable public utility through a 529 proceeding. Based on the foregoing, I&E is of the opinion that the Settlement is in the public interest.

V. CONCLUSION

I&E represents that all issues have been satisfactorily resolved through discovery and discussions with the Company or are incorporated or considered in the resolution proposed in the Settlement. This Settlement exemplifies the benefits to be derived from a negotiated approach to resolving what can appear at first blush to be irreconcilable regulatory differences. The Joint Petitioners have carefully discussed and negotiated all issues raised in this proceeding, and specifically those addressed and resolved in this Settlement. Further line-by-line identification of the ultimate resolution of the disputed issues beyond those presented in the Settlement is not necessary as I&E represents that the Settlement maintains

the proper balance of the interests of all parties. I&E is satisfied that no further action is necessary and considers its investigation of this rate filing complete.

WHEREFORE, the Commission's Bureau of Investigation and Enforcement represents that it supports the "Joint Petition for Approval of Settlement of Rate Proceeding" as being in the public interest and respectfully requests that Administrative Law Judge Eranda Vero and Administrative Law Judge Arlene Ashton recommend, and the Commission subsequently approve, the foregoing Settlement, including all terms and conditions contained therein.

Respectfully submitted,



Michael A. Podskoch, Jr.
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Dated: May 17, 2024

APPENDIX I

Statement in Support of the
Office of Small Business Advocate

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission	:	Docket Nos. R-2023-3041575
	:	P-2023-3042648
v.	:	
	:	
Conneaut Lake Park Water Corporation, Inc.	:	

**STATEMENT IN SUPPORT OF THE
OFFICE OF SMALLBUSINESS ADVOCATE IN SUPPORT
OF THE JOINT PETITION FOR APPROVAL OF SETTLEMENT
OF RATE PROCEEDING**

I. Introduction

The Office of Small Business Advocate (“OSBA”) is authorized to represent the interests of small business customers of utility services before the Pennsylvania Public Utility Commission (“PUC” or the “Commission”) pursuant to the provisions of the Small Business Advocate Act, Act 181 of 1988, 73 P.S. §§ 399.41 – 399.50 (“the Act”). Pursuant to that statutory authority, the Office of Small Business Advocate (“OSBA”) filed a complaint in the above-captioned proceedings, which were initiated by the Conneaut Lake Water Corporation, Incorporated (“Conneaut” or the “Company”) on August 31, 2023.

The OSBA was an active participant in the litigation, mediation and extensive negotiations that led to the *Joint Petition for Approval of Settlement of Rate Proceeding* (“*Settlement*”). The *Settlement* sets forth a comprehensive list of issues that were resolved through the negotiation process. The OSBA submits this statement in support of the *Settlement*.

II. Reasons for Support of Specific Issues

A. Revenue Requirement and Stay Out

In Conneaut's initial filing, it sought an increase to water base rate revenues in the amount of \$257,797 per year (*Settlement*, p. 2, ¶4). By contrast, the *Settlement* provides Conneaut with an incremental rate increase in annual water revenues in the amount of \$75,000 (*Settlement*, p. 6, ¶26).

At a time when all types of utility service are becoming more expensive, and the effects of the COVID-19 pandemic are still being felt by customers, the significant reduction in the overall revenue increase provided by the *Settlement* will benefit all of Conneaut's customers, including the Company's small business customers. The *Settlement* substantially reduces the Company's originally proposed rate increase to mitigate the economic burden on ratepayers, while affording the Company sufficient revenue to proceed with planned infrastructure investments and testing necessary to provide safe, effective and reliable water service.

Additionally, the *Settlement* provides that Conneaut will not file for a general rate increase for 22 months following the approval of the *Settlement* (*Settlement*, p. 6, ¶29). Such assurance that water rates will not increase for a set period of time provides certainty and predictability, which in turn allows small businesses to better budget and forecast their own financial needs during the stay-out period.

B. Service Commitments

The OSBA notes this is a unique case where the owner of the utility is also the owner of the businesses within the service territory. Although no commercial customers testified at or

participated in the public input hearings in this proceeding the OSBA recognizes that several of the service-related commitments in the *Settlement* are beneficial for Conneaut's small business customers, patrons of the small businesses and customer relations in general.

C. Settlement - System Improvements

Paragraphs 38-44 of the *Settlement* require Conneaut to undertake a number of system improvements, including a complete sampling and testing for arsenic, iron, and manganese at designated locations, and to coordinate with the Pennsylvania Department of Environmental Protection ("PaDEP") in any remediation plans for water service.

The collection and presentation of such information will assist the OSBA in representing small business customers of the Company in the next rate case.

D. Settlement – Funding

While the *Settlement* substantially reduces the Company's originally proposed rate increase and thereby mitigates the economic burden on ratepayers, while at the same time affording the Company sufficient revenue to proceed with planned infrastructure improvements, the *Settlement* also requires that Conneaut shall apply for PennVEST funding as well as federal funding, in the form of grants or loans, prior to seeking outside non-affiliated private financing for all projects carried out pursuant to Paragraphs 38 and 39 of the *Settlement*. Such alternative funding sources, if realized, will help to mitigate the future cost increases that would otherwise be recovered from all of the Company's water service customers.

III. Conclusion

For the reasons set forth in the *Settlement*, as well as the additional factors that are enumerated in this statement, the OSBA supports the proposed *Settlement* and respectfully requests that the ALJs and the Commission approve the *Settlement* in its entirety.

Respectfully submitted,

/s/ Sharon E. Webb

Sharon E. Webb

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Dated: May 16, 2024

APPENDIX J
Statement in Support of
Residential Consumers

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission)	
)	
v.	)	Docket No. R-2023-3041575
)	
Conneaut Lake Park Water Corporation, Inc.)	

**INDIVIDUAL CONSUMERS, RHONDA JAQUAY, GEORGE MALLOY,
SHARON ARNESON ET AL’S STATEMENT IN SUPPORT OF THE
JOINT PETITION FOR APPROVAL OF SETTLEMENT**

TO THE HONORABLE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

Pursuant to 52 Pa. Code §§ 5.231, 5.232, and 69.1201, the Individual Consumers being Rhonda Jaquay, George Malloy and Sharon Arneson, et al.¹ (collectively, “Individual Consumers”), a signatory party to the Joint Petition for Approval of Settlement (“Joint Petition” or “Settlement Agreement”) filed in the matter docketed above, submits this Statement in Support of the Settlement Agreement between Conneaut Lake Park Water Corporation, Inc. (“CLPWC”), the Office of Consumer Advocate (“OCA”), the Pennsylvania Public Utility Commission's Bureau of Investigation & Enforcement (“I&E”), the Office of Small Business Advocate (“OSBA”), the aforesaid Individual Consumers, and James Tolbert (“Mr. Tolbert”). Individual Consumers assert that the terms and conditions of the Settlement Agreement are reasonable and in the public interest. The agreement not only reduces the rates as originally proposed but also includes improvements in customer service, transitions ownership, and facilitates the installation of water meters. Additionally, it makes provisions for future repairs. The reasons for these assertions are detailed herein.

¹ See Appendix D.

I. Background

The Individual Consumers, consisting of members from the Conneaut Lake community and customers of Conneaut Lake Park Water Corporation, Inc. (CLPWC), received a Notice of Supplement No. 1 to Tariff Water-Pa. P.U.C. No. 1 on August 31, 2023. The proposal suggested an annual increase in total distribution revenues by \$257,797, corresponding to a 970.8% uptick. As a result, monthly rates for full-time residents would escalate from \$14.39 to \$122.30—an 849.9% increase. Seasonal residential customers were facing a proposed increase of 1698.6%, with the flat consumption charge rising from \$7.20 to \$122.30 per month.

On October 13, 2023, the Individual Consumers filed a complaint challenging the justification for the rate increase and argued that the existing and proposed rates, rules, and conditions of service were unjust, unreasonable, discriminatory, and contrary to law. Concurrently, CLPWC sought a water metering exception under Petition P-2023-3042648, aiming to decouple billing from actual water consumption.

The community strongly opposed these changes, citing disproportionate rates relative to actual water consumption and deeming the company's rate-setting arbitrary and unreasonable. This sentiment was supported by various community member statements, decrying the lack of fairness, transparency, and justification behind the proposed rate hikes.

Additionally, the conduct of CLPWC's owner, Todd Joseph, toward customers warranted correction. Notably, Mr. Joseph's inappropriate communications included messages such as: "little pigs get fed hogs get slaughtered,"² "enjoy no water," and "having a lawyer fight an increase in free water...is just priceless."³ He also has a history of banning individuals from his nearby hotel,

² See LETTER/COMMUNICATIONS WITH MEMBERS - CONNEAUT LAKE PARK WATER CORP, dated December 6, 2023, filed at R-2023-3041575.

³ See Complaint in Opposition dated October 13, 2023, ¶¶9-12, filed at R-2023-3041575.

tiki bar, and campgrounds in retaliation for their complaints about the water service, further emphasizing the need for this settlement to address his behavior.⁴

Public hearings by the PUC on December 7, 2023, drew substantial testimony from community members about issues like poor water quality—sometimes discolored orange or black—and the use of a tiki bar as a customer service center, along with reports of hostile treatment by the CLPWC owner. Some testified at the public hearing that in light of the fact they cannot drink the water they cannot be expected to pay \$120 per month. *See* Public Hearing 1 pm Transcript dated December 7, 2023, pp. 74, 85, 105, 132-133; *See* Public Hearing 6 pm Transcript dated December 7, 2023, pp. 216, 238, 251, 259, 271-272, 276-277.

A series of mediation sessions began in November 2023, culminating in a full settlement by March 13, 2024. These sessions were held on November 21, December 1, December 13, December 19, 2023; and January 5, January 10, February 6, February 29, 2024. All members of the Individual Consumer group were invited to participate, with many taking advantage of this opportunity. On March 6, 2024, a draft term sheet of the settlement proposal was presented to the Individual Consumers. Subsequent to a review meeting with counsel on March 7, 2024, the consumers were asked to vote on the proposal from March 7 to March 13, 2024. The settlement was approved by all but one party who chose to intentionally abstain rather than object or support.

Key terms of the agreement include a uniform monthly rate of \$38.71, substantial improvements in customer service standards, and the installation of water meters across all homes within five years. The settlement also stipulates a twenty-two-month rate freeze, mandatory water testing, and the initiation of a PUC 529 hearing for purposes of a forced sale of the water company to a more competent owner. Additionally, the customer service improvements, water testing, and

⁴ See e.g. email to Heather Shean at LETTER/COMMUNICATIONS WITH MEMBERS - CONNEAUT LAKE PARK WATER CORP, p.13 dated December 6, 2023, filed at R-2023-3041575.

some of the required repairs must necessarily be completed before the increase in rates occur. The decision to implement a flat rate rather than distinguishing between seasonal and full-time rates was due to the difficulty in reliably identifying group members, a discrepancy that will be resolved by the installation of water meters.

Though the settled rates exceed the previous charges, they represent a significant reduction from the initial proposal, decreasing by 580.89% for full-time residents and decreasing by 1160.97% for seasonal residents. The rates were hotly negotiated between the Individual Customers and the OSBA and CLPWC. The Individual Customers based their estimates in part on actual water usage to the extent the same could be verified. The final flat rate of \$38.71 per month is a compromise, aligning with national rates for systems of similar size and condition, and significantly lower than the originally proposed \$122.30 per month.

This factual history outlines the community's journey from facing exorbitant rate increases to achieving a settlement that emphasizes fair billing and enhanced service standards, offering immediate relief and addressing the longstanding issues within the Conneaut Lake water system. This Statement in Support is submitted alongside the Settlement Agreement, affirming our collective belief that the agreement serves the public interest.

II. The Public Interest

In line with the Public Utility Commission's mandate to uphold agreements that benefit the common good, the Individual Consumers actively engaged in extensive settlement discussions. These negotiations culminated in a Settlement Agreement that addresses both the immediate and long-term challenges of the Conneaut Lake water system. The agreement significantly reduces rates from those initially proposed, while also rectifying major customer service issues. It further addresses long-term concerns regarding necessary system repairs and the transition to competent

management.

This Settlement Agreement marks a substantial decrease from the original rate increases, which had raised considerable alarm among the Individual Consumers. By reducing the monthly rate from the proposed \$122.30 to \$38.71, the agreement eases the financial strain on both full-time and seasonal residents. This significant rate reduction reflects the system's current state, its considerable customer service deficiencies, and the actual water usage within the community.

A critical element of this agreement is the commitment to install water meters throughout the community within the next five years. This initiative will shift the billing system from one perceived as arbitrary to one based on actual water usage, promoting fairness and transparency. The introduction of meters addresses a major community grievance by linking rates directly to water consumption.

Additionally, the agreement mandates enhanced customer service standards and establishes a more consistent and equitable treatment framework for all customers. For instance, it stipulates reliable avenues for customer communications beyond a tiki bar phone line. CLPWC is also required to lift property bans against customers who have raised issues regarding their water service and to hold annual meetings where customers can receive updates and directly engage with company representatives, among other improvements. These measures aim to boost the overall service quality and responsiveness of the water utility, thereby fostering trust and satisfaction among residents.

Most importantly, the agreement paves the way for a necessary transition in the ownership of the water utility, aiming to place management in the hands of a more capable entity. This will ensure the long-term sustainability and reliability of water provision. The initiation of a PUC 529 hearing as part of the settlement outlines a definitive path towards this goal, demonstrating a

proactive strategy to protect the community's access to essential services. The agreement also includes mandates for system improvements with an emphasis on seeking federal and state funding to address long-overdue repairs. Ideally, these improvements will be undertaken by a new party following the conclusion of the 529 process. The transfer of ownership is also essential to fully restore confidence in the water company's management, especially considering the current owner's conduct towards customers.

The Individual Consumers acknowledge that the terms of this Settlement Agreement represent a compromise but believe the benefits of a peaceful resolution far exceed the uncertainties and potential costs of prolonged litigation. This agreement not only resolves the immediate concerns but also secures a future where water services are managed more effectively and equitably. In consideration of these factors, the Individual Consumers respectfully request that the Commission approve the Settlement Agreement without modification, affirming its service to the public interest.

III. Terms of Settlement

Under the terms of the Settlement Agreement, the Individual Consumers have concurred with the terms outlined in the Joint Petition, with particular emphasis on aspects that serve the public interest:

- **Unitized Monthly Rate:** In collaboration with the Office of Small Business Advocate (OSBA), a negotiated rate of \$38.71 per month has been established. This rate represents a significant reduction from CLPWC's initial proposal of \$122 per month, enhancing affordability and alleviating financial pressure on consumers.

- **Customer Service Improvements:** The agreement mandates substantial enhancements in customer service standards, stipulating that no price increases will occur until these improvements are fully implemented. This ensures ongoing high service quality and consumer satisfaction.
- **Reversal of Property Bans:** Todd Joseph, the owner of CLPWC, has agreed to lift any bans on community access to his commercial properties that were imposed in response to complaints about water service. This will enhance community relations and will take effect before any price adjustments, ensuring it precedes any financial impact on consumers.
- **Twenty-Two-Month Rate Freeze:** The settlement includes a rate freeze for the next two years, which will hopefully coincide with the completion of the PUC 529 process. This freeze provides billing stability and predictability, essential for household budgeting within the community.
- **Mandatory Water Testing:** CLPWC is required to complete water quality tests on the system before any rate increases are approved. This condition guarantees that the community receives safe and reliable water service, linking charges to tangible improvements in service quality.
- **PUC 529 Hearing:** A critical component of the agreement is the initiation of a PUC 529 hearing, which will lead to the sale of the water company to a more capable and reliable operator. This step is anticipated to enhance management and operational efficiencies, ensuring the long-term sustainability of water services.
- **Installation of Water Meters:** The agreement mandates the installation of water meters in all homes within five years. This measure will ensure greater billing

fairness and transparency, as charges will be directly linked to actual water usage, eliminating arbitrary billing practices and promoting equitable treatment of all consumers.

IV. Legal Standard for Settlement Agreements

Commission policy supports the use of settlements, as outlined in 52 Pa. Code § 5.231. Settlements not only reduce the time and expenses associated with litigation but also conserve resources and often yield results preferable to those achieved through fully litigated proceedings. The evaluation of a proposed settlement does not follow the 'burden of proof' standard used in contested matters; instead, the focus is on whether the terms serve the public interest, as demonstrated in cases like *Pa. Pub. Util. Comm'n v. City of Lancaster – Bureau of Water*, Docket Nos. R-2010-2179103, Order entered July 14, 2011, p. 11 and *Pa. Pub. Util. Comm'n v. Philadelphia Gas Works*, Docket No. M-00031768, Order entered January 7, 2004.

The Individual Consumers maintain that the approval of the Settlement Agreement in this case aligns with the Commission's Policy Statement on Factors and Standards for Evaluating Litigated and Settled Proceedings Involving Violations of the Public Utility Code and Commission Regulations ("Policy Statement"), as outlined in 52 Pa. Code § 69.1201, which is further supported by cases such as *Joseph A. Rosi v. Bell-Atlantic-Pennsylvania, Inc.*, Docket No. C-00992409, Order entered March 16, 2000. This policy allows for flexibility in settlements, recognizing that while the same factors considered in litigated cases may apply, the parties are afforded greater leeway in reaching resolutions that are deemed to be in the public interest.

The appropriateness of this settlement is supported by several considerations. The serious nature of CLPWC's conduct, including retaliatory actions such as customer bans and harassing messages along with poor water quality at high proposed rates, was a major concern. These issues have been effectively addressed in the settlement through substantial rate reductions, the reversal of bans, and a plan to transition to new management. Furthermore, the contentious nature of the original conduct is shifted in the settlement context, focusing more on amicable resolution rather than proving intent or negligence, which would be more relevant in a litigated scenario.

Additionally, CLPWC's commitment to installing water meters and enhancing customer service practices demonstrates a proactive effort to change previous practices, supported by the initiation of the 529 process to ensure future compliance. The widespread impact of CLPWC's actions on its entire customer base and the significant compliance issues previously present underscore the necessity of a comprehensive settlement that brings relief to all affected consumers. This settlement not only addresses these immediate issues with customer service improvements, water testing and some necessary repairs, but also includes provisions such as the installation of water meters, designed to prevent future violations and encourage better utility practices. Moreover, the 529 process is anticipated to bring in more competent management, which will facilitate necessary repairs and restore community trust in the water utility.

This settlement reflects a balanced compromise that aligns with regulatory standards and public interest, promoting a sustainable and equitable solution. Approval of this agreement would likely lead to improved community trust in the utility and enhanced

regulatory compliance, benefiting all parties involved.

WHEREFORE, Individual Consumers supports the Settlement Agreement as being in the public interest and respectfully requests that the Commission approve the Settlement Agreement in its entirety without modification.

Respectfully submitted,



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Dated: May 17, 2024

APPENDIX K
Statement of James Tolbert

My name is James S Tolbert Jr, and I own a seasonal cottage at 12573 Comstock St, Conneaut Lake PA, in an area commonly referred to as Conneaut Lake Park. I am a customer of Conneaut Lake Park Water Corporation Inc. I filed a complaint, C-2023-3043979, pertaining to the companys proposed rate increase and metering exemption. I have been an active participant in the public hearings and subsequent mediation sessions. After several sometimes spirited mediation sessions, the parties agreed to the proposed settlement. While it isnt perfect, it is a product of careful discussions, testimony, both written and oral, and requested documentation. Despite some minor inaccuracies in the data, and some differing opinions regarding some of the testimony, I believe this settlement is in the best interest of the homeowners and customers of CLPWC. It promises to bring substantial benefits to the homeowners , while addressing long standing issues and providing a framework for future improvements. It represents a balanced approach that seeks to immediately meet the needs of the customers, while ensuring the sustainability and reliability of our water service. I urge the Commission to consider the broad positive impacts this settlement will have on our community and to approve it in the interest of ensuring the well being and satisfaction of the Conneaut Lake Park community.

Exhibit 1
Responses to TUS Data
Request Set 9/22/23

TUS Data Request Set 1
Conneaut Lake Park Water Corporation, Inc. Tariff Supplement No. 1 To Tariff Water -Pa.
P.U.C. No. 1 at Docket No. R-2023-3041575

- R-1 Please provide separate and complete responses for each requirement of 52 Pa. Code § 53.52 for the historic test year ending December 31, 2022 (the HTY). Please note that failure to provide required responses may result in rejection of Tariff Supplement No. 1 To Tariff Water — Pa. P.U.C. No. 1 (Supplement No. 1) per 52 Pa. Code § 53.51(c).

RESPONSE:

It was the Company's understanding, that for a small water companies, the short form schedules would be sufficient for the filing. However, see below responses to the requirements of 52 PA Code 53.52.

- | | |
|----------------------|--|
| 53.52(a)(1) | See Supporting data and calculations in support of Tariff Supplement No. 1 to Tariff-Water PA PUC No. 1. |
| 53.52(a)(2)&(3) | See Attachment 1 to TUS-1-1. |
| 53.52(a)(4)-(8) | See Supporting data and calculations in support of Tariff Supplement No. 1 to Tariff-Water PA PUC No. 1 and Notice to Customers. |
| 53.52(a)(9)-(10) | No customer polls were taken. The Company plans on implementing monthly billing after the rates are approved in the filing. |
| 53.52(a)(11) | Not applicable. |
| 53.52(b)(1)(2)(4)(6) | See Supporting data and calculations in support of Tariff Supplement No. 1 to Tariff-Water PA PUC No. 1. |
| 53.52(b)(3)(5) | See Attachment 1 to TUS-1-1. |
| 53.52(c)(1)(5) | See Attachment 2 to TUS-1-1. |
| 53.52(c)(2)(4) | See Schedule B of Supporting data and calculations in support of Tariff Supplement No. 1 to Tariff-Water PA PUC No. 1. |
| 53.52(c)(3) | See Attachment 3 to TUS-1-1. |
| 53.52(c)(6) | Not applicable. |
| 53.52(d) | Not applicable. |

Responsible Witness: Constance E. Heppenstall
Date: September 22, 2023

TUS Data Request Set 1
Conneaut Lake Park Water Corporation, Inc. Tariff Supplement No. 1 To Tariff Water -Pa.
P.U.C. No. 1 at Docket No. R-2023-3041575

- R-2 Please provide separate and complete responses for each requirement of 52 Pa. Code §§ 53.52 and 53.56(b) for the future test year ending December 31, 2023 (the FTY), per 52 Pa. Code §§ 53.56(a)-(b). Please note that failure to provide required data may result in rejection of Supplement No. 1 per 52 Pa. Code § 53.51(c).

RESPONSE:

See response to TUS-1-1.

In addition, the Company's revenue to date is \$0.0 as the Company bills its customers at the end of the fiscal year. Expenses as of 6/30/2023 equal \$21,629.27 in Purchased Power and \$12,000 for Keystone Water Systems to manage the water system for a total of \$33,629.27, already more than what the Company expected to bill its customers at the end of the fiscal year.

Responsible Witness: Constance E. Heppenstall and Todd Joseph
Date: September 22, 2023

CONNEAUT LAKE PARK WATER COMPANY

TOTAL NUMBER OF CUSTOMERS SERVED

Pursuant To Subsection 53.52 (a)(2) of Tariff Regulations

Customer Classification	As of 12/31/2022	As of 12/31/2023
(1)	(2)	(3)
Residential	162	162
Commercial	3	3
Total	165	165

NUMBER OF CUSTOMERS WHOSE BILLS WILL INCREASE

Pursuant To Subsection 53.52 (a)(3) and (b)(3) of Tariff Regulations

Customer Classification	As of 12/31/2022	As of 12/31/2023
(1)	(2)	(3)
Residential	162	162
Commercial	3	3
Total	165	165

Name of Utility: **Conneaut Lake Park Water Corporation**

Statements of Income

	FTY				Totals after Increase (6-4+5)
	Actual for the Year Ended 12/2022 Prior Year 2021 (1)	Test Year 2022 (2)	Annualization Adjustments (3)	Totals as Annualized (4=2+3)		Proposed Increase (5)
Total Revenue: 1	\$ 22,000	\$ 19,500	\$ 7,055	\$ 26,555	\$ 257,797
Operating Expenses:					
601.0 Operator	\$ 24,000	\$ 24,000		\$ 24,000	\$ 24,000
620.0 Operating Supplies				-	-
601.0 Maintenance Labor				-	-
620.0 Maintenance Supplies				-	-
610.0 Purchased Water				-	-
615.0 Purchased Power	21,500	23,000		23,000	23,000
635.0 Testing Expense				-	-
618.0 Chemicals				-	-
655.0 Insurance				-	-
601.0 General Office Salaries				-	-
675.0 General Office Expenses	3,500	3,500	\$ 4,780	8,280	8,280
675.0 Uncollectible Accounts			1,325	1,325	14,218
665.0 Rate Case Expense			20,000	20,000	20,000
403.0 Depreciation Expense	39,422	41,834	1,113	42,947	42,947
675.0 Other Misc. Expenses				-	-
Taxes:					
409.0 Federal Income Taxes				-	\$ 29,033
409.0 State Income Taxes				-	13,656
408.0 All Other Taxes				-	-
Total Expenses	\$ 88,422	\$ 92,334	\$ 27,217	\$ 119,552	\$ 55,582
Net Operating Income	\$ (66,422)	\$ (72,834)	\$ (20,162)	\$ (92,997)	\$ 202,215
421.0 Non-Operating Income				-	-
Non-Operating Deductions:					
426.0 Other				-	-
427.0 Interest	\$ -			-	-
Net Income	\$ (66,422)	\$ (72,834)	\$ (20,162)	\$ (92,997)	\$ 202,215

1. Carried over from Statements of Revenues

Rate Base \$ 1,455,505
 ROR -6.389%
 \$ 1,455,505
 7.504%

CONNEAUT LAKE WATER COMPANY
UTILITY PLANT IN SERVICE BY NARUC ACCOUNT

Account	Account Description	12/31/2014 Plant in Service	12/31/2017 Additions	12/31/2018 Additions	12/31/2018 Retirements	12/31/2021 Additions	12/31/2022 Additions	Total
	Source of Supply							
304.2	Structures and Improvements	\$ 56,200						\$ 56,200
305.2	Collection and Impounding Reservoirs	51,164		18,250				69,414
307.2	Wells and Springs	77,121						77,121
309.2	Supply Mains	75,904						75,904
311.2	Pumping Equipment	1,164		1,673	(1,164)			1,673
	Total Source of Supply	<u>261,553</u>	<u>-</u>	<u>19,923</u>	<u>(1,164)</u>	<u>-</u>	<u>-</u>	<u>280,312</u>
	Water Treatment Equipment							
320.3	Water Treatment Equipment	1,200,000						1,200,000
	Total Water Treatment Equipment	<u>1,200,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,200,000</u>
	Transmission and Distribution Plant							
331.4	Transmission and Distribution Mains	-				104,000	89,000	193,000
333.4	Services	28,710	4,928.00	153				33,791
334.4	Meters and Meter Installations	160		8,333				8,493
335.4	Hydrants	1,700						1,700
336.4	Back Flow Prevention Devices			577				577
	Total Transmission and Distribution Plant	<u>30,570</u>	<u>4,928</u>	<u>9,063</u>	<u>-</u>	<u>104,000</u>	<u>89,000</u>	<u>237,561</u>
	Total Utility Plant in Service	\$ <u>1,492,123</u>	\$ <u>4,928</u>	\$ <u>28,986</u>	\$ <u>(1,164)</u>	\$ <u>104,000</u>	\$ <u>89,000</u>	\$ <u>1,717,873</u>

TUS Data Request Set 1

Conneaut Lake Park Water Corporation, Inc. Tariff Supplement No. 1 To Tariff Water -Pa.
P.U.C. No. 1 at Docket No. R-2023-3041575

- R-3 Conneaut's Short Form Schedules, Schedule C and the next page labelled "Bill Analysis" (Bill Analysis) do not appear to include HTY and FTY data for public fire protection customers (Public FPCs). However, Supplement No. 1, Page 4 identified a proposed Public FPC rate of \$100 per hydrant per year, compared to Conneaut's existing rate of \$10 per hydrant per year. Also, Trustees of Conneaut Lake Park, Inc.'s (Trustees) annual financial report for the year ending March 8, 2021, Page 19, Row 37 identified a utility plant in service (UPIS) value of \$1,700 for hydrants. Please provide a revised Schedule C and Bill Analysis to include HTY and FTY data for Public FPCs at present, adjusted present, and proposed rates.

RESPONSE:

The Company does not have any public fire protection customers.

Responsible Witness: Constance E. Heppenstall

Date: September 22, 2023

TUS Data Request Set 1
Conneaut Lake Park Water Corporation, Inc. Tariff Supplement No. 1 To Tariff Water -Pa.
P.U.C. No. 1 at Docket No. R-2023-3041575

- R-4 Please provide evidence verifying the proposed Public FPC rate of \$100 per hydrant per year complies with Section 1328(b)(1) of the Pennsylvania Public Utility Code, 66 Pa.C.S. § 1328(b)(1), which limits the rate charged to Public FPCs for public fire hydrants to 25% of the cost of service for those hydrants.

RESPONSE:

Since the Company has not performed a cost of service study in connection with the filing, the Company cannot verify that the Public FPC rate complies with Section 1329(b)(1) of the Code. However, the Company does not have any public fire protection customers.

Responsible Witness: Constance E. Heppenstall
Date: September 22, 2023

TUS Data Request Set 1
Conneaut Lake Park Water Corporation, Inc. Tariff Supplement No. 1 To Tariff Water -Pa.
P.U.C. No. 1 at Docket No. R-2023-3041575

- R-5 Please quantify the number of fire hydrants served by Conneaut at the end of the HTY and the FTY, respectively, and specify where Conneaut identified the number of Public FPCs that it serves per 52 Pa. Code §§ 53.52(a)(2)-(3), (b)(3), and (b)(4).

RESPONSE:

The Company had ten private fire hydrants. The Company does not have any public hydrants.

Responsible Witness: Todd Joseph

Date: September 22, 2023

TUS Data Request Set 1

Conneaut Lake Park Water Corporation, Inc. Tariff Supplement No. 1 To Tariff Water -Pa.
P.U.C. No. 1 at Docket No. R-2023-3041575

R-6 Conneaut's Short Folin Schedules, Schedule D identified HTY and FTY purchased power expenses of \$23,000. However, the Trustee's annual financial report for the 2020 calendar year identified a purchased power expense of \$3,692 for 2020 and \$8,232 for 2019. Please provide copies of all of Conneaut's electric bills for the HTY and the FTY to date.

RESPONSE:

Attached are twelve months of Conneaut's electric bills from August 2022 through September 2023, which are summarized below. The Company's electricity provider only supplies access to 12 months of past bills. The total for these bills equals \$38,550, much higher than the claimed power expense of \$23,000.

Month	George Street	Garage	Camperland	Total
Aug-23	\$ 1,811.70	\$ 130.29	\$ 2,216.91	\$ 4,158.90
Jul-23	\$ 1,025.97	\$ 299.00	\$ 2,534.84	\$ 3,859.81
Jun-23	\$ 517.23	\$ 171.22	\$ 1,871.57	\$ 2,560.02
May-23	\$ 482.98	\$ 2,710.22	\$ 1,098.58	\$ 4,291.78
Apr-23	\$ 2,556.22	\$ 2,491.23	\$ 365.09	\$ 5,412.54
Mar-23	\$ 2,050.36	\$ 2,069.37	\$ 243.35	\$ 4,363.08
Feb-23	\$ 1,414.56	\$ 1,485.04	\$ 239.08	\$ 3,138.68
Jan-23	\$ 755.60	\$ 870.80	\$ 236.77	\$ 1,863.17
Dec-22	\$ 1,204.04	\$ 703.75	\$ 189.45	\$ 2,097.24
Oct-22	\$ 545.71	\$ 78.80	\$ 762.04	\$ 1,386.55
Oct-22	\$ 533.01	\$ 98.97	\$ 1,377.92	\$ 2,009.90
Sep-22	\$ 973.26	\$ 302.00	\$ 2,133.38	\$ 3,408.64
	\$ 13,870.64	\$ 11,410.69	\$ 13,268.98	\$ 38,550.31

As the Company did not own the water system in 2020 and 2019, we cannot verify the purchased power expense in those years.

Responsible Witness: Todd Joseph

Date: September 22, 2023

Billing & Payment History

*6815, RT 618

100145306815

CLP CAMPERLAND LLC

RT 618

CONNEAUT LAKE PA 16316

- **Billing History**

Below is a summary of your bill. If you want to view your entire bill statement online, you must enroll in our [eBill Program](#). Once enrolled, you will receive an email when your statement is available online for the next billing cycle. A "View Bill" link will be present in the last column to download a PDF of your bill; however, you will not be able to view previous bills online prior to your enrollment. For more information, review our [eBill Frequently Asked Questions](#).

[ENROLL IN EBILL](#)

Date	Billing period	Bill amount	View e
08/22/2023	07/19/2023 - 08/16/2023	\$2,216.91	N/A
07/21/2023	06/16/2023 - 07/18/2023	\$2,534.84	N/A
06/20/2023	05/18/2023 - 06/15/2023	\$1,871.57	N/A
05/22/2023	04/18/2023 - 05/17/2023	\$1,098.58	N/A
04/20/2023	03/20/2023 - 04/17/2023	\$365.09	N/A
03/22/2023	02/16/2023 - 03/19/2023	\$241.35	N/A
02/20/2023	01/18/2023 - 02/15/2023	\$239.08	N/A
01/20/2023	12/16/2022 - 01/17/2023	\$236.77	N/A
12/20/2022	11/17/2022 - 12/15/2022	\$189.45	N/A
11/21/2022	10/19/2022 - 11/16/2022	\$762.04	N/A
10/21/2022	09/20/2022 - 10/18/2022	\$1,377.92	View E
09/22/2022	08/19/2022 - 09/19/2022	\$2,133.38	N/A

- **Payment History**
- **Itemized Statement**

We offer access up to the last twelve (12) months of your billing and payment information.

Date	Summary	Balance
○ 09/12/2023	Payment	\$0.00
○ 08/19/2023	Adjustment	\$2,216.91
○ 08/19/2023	Bill	\$2,227.41

Date

08/19/2023

Amount Billed

\$2,227.41

KWH Usage

15158

Due Date

09/06/2023

Distribution Amount

\$2,227.41

Total Balance

\$2,227.41

- 08/07/2023 Payment \$0.00
- 07/19/2023 Adjustment \$2,534.84
- 07/19/2023 Bill \$2,545.01

Date

07/19/2023

Amount Billed

\$2,545.01

KWH Usage

17534

Due Date

08/07/2023

Distribution Amount

\$2,545.01

Total Balance

\$2,545.01

- 06/30/2023 Payment \$0.00
- 06/17/2023 Adjustment \$1,871.57
- 06/17/2023 Bill \$1,881.09

Date

06/17/2023

Amount Billed

\$1,881.09

KWH Usage

13883

Due Date

07/05/2023

Distribution Amount

\$1,881.09

Total Balance

\$1,881.09

- **06/02/2023 Payment \$0.00**
- **05/18/2023 Adjustment \$1,098.58**
- **05/18/2023 Bill \$1,109.08**

Date

05/18/2023

Amount Billed

\$1,109.08

KWH Usage

8139

Due Date

06/06/2023

Distribution Amount

\$1,109.08

Total Balance

\$1,109.08

- **05/04/2023 Payment \$0.00**
- **04/18/2023 Adjustment \$365.09**
- **04/18/2023 Bill \$374.61**

Date

04/18/2023

Amount Billed

\$374.61

KWH Usage
1227

Due Date
05/05/2023

Distribution Amount
\$374.61

Total Balance
\$374.61

- **04/03/2023Payment\$0.00**
- **03/20/2023Adjustment\$241.35**
- **03/20/2023Bill\$251.19**

Date
03/20/2023

Amount Billed
\$251.19

KWH Usage
20

Due Date
04/06/2023

Distribution Amount
\$251.19

Total Balance
\$251.19

- **03/01/2023Payment\$0.00**
- **02/16/2023Adjustment\$239.08**
- **02/16/2023Bill\$249.25**

Date
02/16/2023

Amount Billed
\$249.25

KWH Usage
2

Due Date

03/07/2023

Distribution Amount

\$249.25

Total Balance

\$249.25

- 02/09/2023 Payment \$0.00
- 01/18/2023 Adjustment \$236.77
- 01/18/2023 Bill \$246.94

Date

01/18/2023

Amount Billed

\$246.94

KWH Usage

3

Due Date

02/06/2023

Distribution Amount

\$246.94

Total Balance

\$246.94

- 01/09/2023 Payment \$0.00
- 12/17/2022 Adjustment \$189.45
- 12/17/2022 Bill \$198.97

Date

12/17/2022

Amount Billed

\$198.97

KWH Usage

3

Due Date

01/04/2023

Distribution Amount

\$198.97

Total Balance

\$198.97

- **11/29/2022Payment\$0.00**
- **11/17/2022Adjustment\$762.04**
- **11/17/2022Bill\$772.21**

Date

11/17/2022

Amount Billed

\$744.65

KWH Usage

4526

Due Date

12/06/2022

Distribution Amount

\$744.65

Total Balance

\$772.21

Adjustment

\$27.56

Notes

Late Payment Charge

- **11/16/2022Payment\$0.00**
- **10/19/2022Adjustment\$1,377.92**
- **10/19/2022Bill\$1,387.44**

Date

10/19/2022

Amount Billed

\$1,387.44

KWH Usage

9854

Due Date

11/07/2022

Distribution Amount

\$1,387.44

Total Balance

\$1,387.44

- 10/03/2022 Payment \$0.00
- 09/20/2022 Adjustment \$2,133.38
- 09/20/2022 Bill \$2,143.22

Date

09/20/2022

Amount Billed

\$2,143.22

KWH Usage

15207

Due Date

10/07/2022

Distribution Amount

\$2,143.22

Total Balance

\$2,143.22

Messages (Continued)

Explanation of Terms

Customer Charge - Monthly charge that offsets costs for billing, meter reading, equipment, service line maintenance, and assessing and deploying Smart Meter Technology.

Default Service Support Charge - Charge to recover new and deferred costs associated with serving customers in a competitive market.

Distribution Charge - Charge for the use of local wires, transformers, substations and other equipment used to deliver electricity to consumers from high-voltage transmission lines.

Distribution System Improvement Charge - This charge recovers costs incurred to repair, improve or replace infrastructure that the Company uses to deliver electricity to its customers.

Estimated Reading - On the months we do not read a meter, we calculate the bill based on past electrical usage.

Energy Efficiency Charge(s) - Charge to fund the utility's programs designed to reduce customers' annual electric use and peak demand for electricity mandated by Act 129 of 2008.

Hourly Pricing Service Charge - Charges to provide energy, capacity, compliance with Alternative Energy Portfolio Standards, transmission and ancillary services for industrial customers receiving Default Service.

KWH (Kilowatt Hour) - A unit of measure for electricity usage equal to 1,000 watts used for one hour.

Late Payment Charge - A charge added to the bill on balances owed after the Due Date.

Price to Compare (PTC) - Price per kilowatt hour to be used when comparing to the price of a generation supplier.

Price to Compare Default Service - Charges for costs to provide energy capacity, compliance with Alternative Energy Portfolio Standards, transmission and ancillary services for customers receiving Default Service.

Prorated Reading - Reading calculated by multiplying the daily average electric usage between two recent readings by the number of days in the billing period.

Service Charge - Charge for opening an account.

Solar Requirements Charge - Charge to acquire Solar Photovoltaic Alternative Energy Credits to comply with the Alternative Energy Portfolio Standards Act.

State Tax Surcharge - An adjustment to the state taxes recovered through Penelec's basic charges.

TCJA Voluntary Surcharge - This surcharge adjusts customer rates for the reduction to corporate federal income tax under the Tax Cuts and Jobs Act.

General Information

If you have billing questions or complaints about your Penelec account, please contact us before the due date.

Call Customer Service at 1-800-545-7741 Monday - Friday, from 8 a.m. - 6 p.m. Our representatives can answer your questions, describe the charges on your bill, explain how to make sure your bill is correct, and provide information on rate schedules and energy efficiency.

Call Payment Options at 1-800-962-4848 Monday - Friday, from 8 a.m. - 6 p.m.

Visit our website at www.firstenergycorp.com

Write to us at Penelec, 76 S. Main St., A-RPC, Akron, OH 44308-1890.

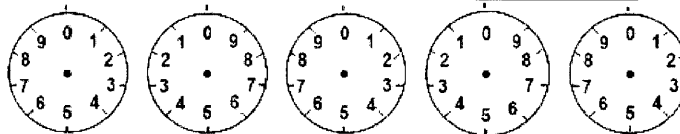
Customers with hearing or speech impairments can contact the Telecommunications Relay Service (TRS) at 711.

For your protection, all of our employees wear Photo I.D. badges.

Electronic Check Conversion - Your check authorizes us either to make a one-time electronic funds transfer (EFT) from your account or process as a check. If you have questions about this program, call 1-866-283-8081.

To provide a customer meter reading, use the dials provided and enter the reading on-line at www.firstenergycorp.com/aboutyourbill or by calling 1-800-545-7741. Say "Meter Reading" when asked "Which of these can I help you with today?" Have the date you took the reading available. If this is to avoid a scheduled estimate, please check the front of the bill for entry dates.

Provide reading by telephone or on-line only: DO NOT MAIL



Draw hands on the dials exactly as they appear on your electric meter. When reading your meter, if the hand falls between two numbers, always report the lower number.

If you have a **DIGITAL METER** write the numbers here

Messages (Continued)

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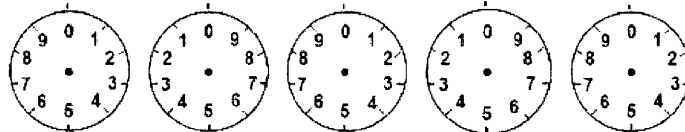
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Messages (Continued)

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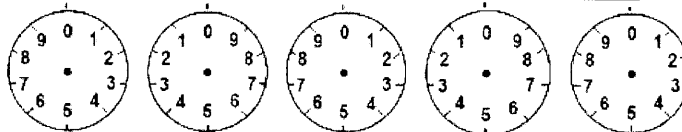
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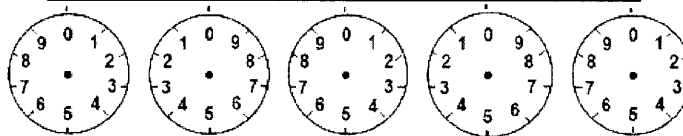
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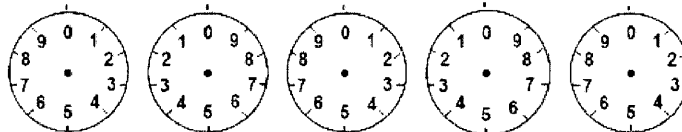
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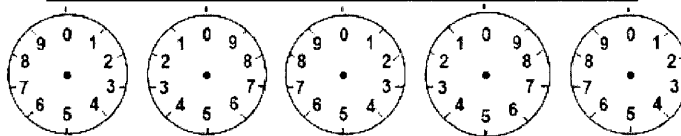
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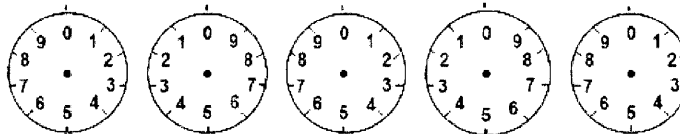
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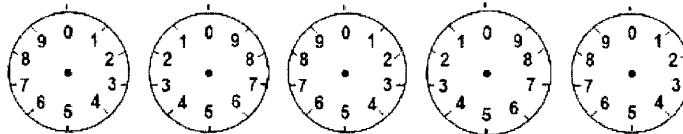
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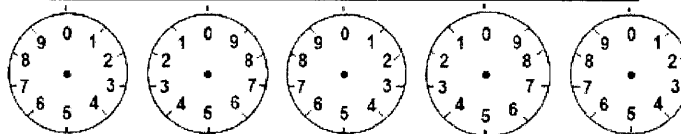
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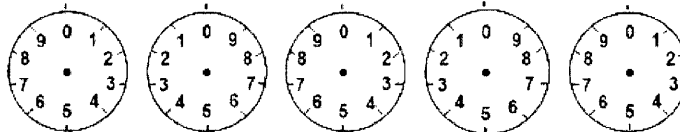
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March 22, 2023
Account Number: 100 144 504 097

Billing Period: Feb 16 to Mar 19, 2023 for 32 days
Bill For: TODD JOSEPH PROPERTIES LLC
GARAGE
REED AVE
CONNENAUT LAKE PA 16316

Amount Due: \$2,069.37
Due Date: April 06, 2023

To report an emergency or an outage, call 24 hours a day 1-888-544-4877
Bill issued by: Penelec, PO Box 16001, Reading, PA 19612-6001
To enroll in eBill or pay your bill online, scan the QR code on the right of this bill from your mobile device or go to www.firstenergycorp.com
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Shopping Information		Account Summary	
Customer Number	Rate Category	Previous Balance	1,485.04
0807325354 0001460736	General Secondary Medium PN-GSMF	Payments/Adjustments	0.00
Messages		Balance at Billing on Mar 22, 2023	1,485.04

**** REMINDER NOTICE ****
When this bill was prepared, your account had an unpaid balance. If you have already made this payment, thank you. If not, please promptly pay the overdue amount. Call us if you have questions or for information on payment arrangements.

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

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

General Secondary Medium - 0001460736 - 9.78 cents per KWH
Customer reserves the right to shop for an electric supplier.

Your next meter reading is scheduled to occur on or about Apr 18, 2023.
Your bill includes \$33.22 in PA taxes, of which \$30.96 is PA gross receipts tax.

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

Customers receiving Default Service have a new Price to Compare (PTC), effective March 1, 2023. Please review the PTC information shown on page one of your bill. You can save money by switching to an electric generation supplier that offers a lower price than your PTC.

Penelec - Consumption	556.25
Penelec - Misc. Charges	-1.00
Late Payment Charges	29.08
Total Current Charges	584.33
Amount Due by Apr 06, 2023	\$2,069.37

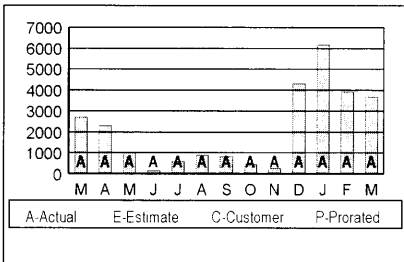
Usage Information for Meter Number 5000337682	
Mar 19, 2023 KWH Reading (Actual)	122.154
Feb 16, 2023 KWH Reading (Actual)	118.487
KWH used	3.667
OnPeak Load in KWKVA	20.6
OffPeak Load in KWKVA	12.8
Billed Load in KWKVA	20.6

Charges From Penelec
When contacting an Electric Generation Supplier, please provide the following:
Customer Number: 0807325354 0001460736
Rate: General Secondary Medium PN-GSMF

Price to Compare Default Service	1,489 KWH	x 0.106790	159.01
	2,178 KWH	x 0.091610	199.53
Customer Charge			22.74
Distribution System Improvement Charge			4.75
Distribution Charge	20.6 KWH	x 6.300000	129.78
Energy Efficiency Charge Phase IV	3.667 KWH	x 0.001300	4.77
Solar Requirements Charge	3.667 KWH	x 0.000280	1.03
Default Service Support Charge	3.667 KWH	x 0.003080	11.29
TCJA Voluntary Surcharge			-8.24
State Tax Surcharge			0.10
State Sales Tax			31.49
Current Consumption Bill Charges			556.25
Late payment charge			29.08
Security Deposit Interest			-1.00
Total Charges			\$ 584.33

Additional messages, if any, can be found on back.

Usage History



Comparisons	Last Year	This Year
Average Daily Use (KWH)	89	115
Average Daily Temperature	37	34
Days in Billing Period	30	32
Last 12 Months Use (KWH)		24,482
Average Monthly Use (KWH)		2,040

Return this part with a check or money order payable to Penelec

Penelec
A FirstEnergy Company
PO Box 16001
Reading, PA 19612-6001

Account Number: 100 144 504 097

TODD JOSEPH PROPERTIES LLC
11364 KONNEAUT TRAIL EXT
CONNENAUT LAKE PA 16316

Amount Paid	
Amount Due	\$2,069.37
Due Date	Apr 06, 2023

PENELEC
PO BOX 3687
AKRON OH 44309-3687

Messages (Continued)

Explanation of Terms

Customer Charge - Monthly charge that offsets costs for billing, meter reading, equipment, service line maintenance, and assessing and deploying Smart Meter Technology.

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KWH (Kilowatt Hour) - A unit of measure for electricity usage equal to 1,000 watts used for one hour.

Late Payment Charge - A charge added to the bill on balances owed after the Due Date.

Price to Compare (PTC) - Price per kilowatt hour to be used when comparing to the price of a generation supplier.

Price to Compare Default Service - Charges for costs to provide energy, capacity, compliance with Alternative Energy Portfolio Standards, transmission and ancillary services for customers receiving Default Service.

Prorated Reading - Reading calculated by multiplying the daily average electric usage between two recent readings by the number of days in the billing period.

Service Charge - Charge for opening an account.

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Visit our website at www.firstenergycorp.com

Write to us at Penelec, 76 S. Main St., A-RPC, Akron, OH 44308-1890.

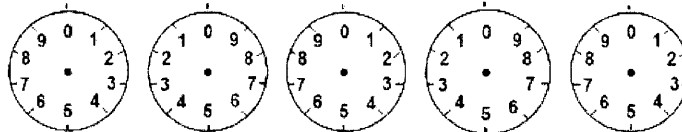
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Messages (Continued)

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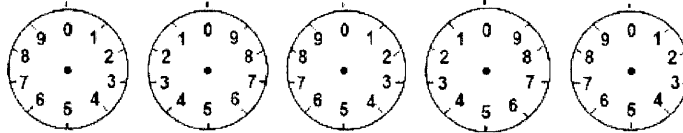
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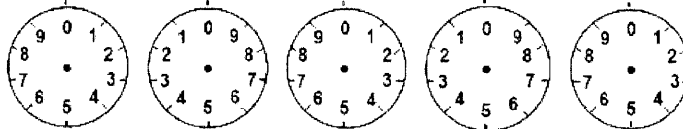
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October 21, 2022

Account Number: 100 144 501 671

Amount Due: \$533.01

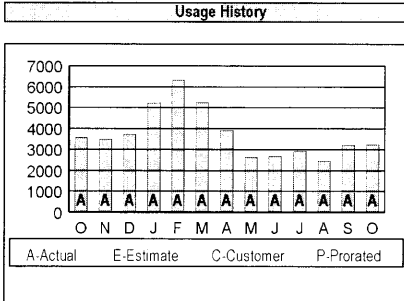
Due Date: November 07, 2022

Billing Period: Sep 20 to Oct 18, 2022 for 29 days
Bill For: TODD JOSEPH PROPERTIES LLC
GEORGE ST
CONNEAUT LAKE PA 16316

To report an emergency or an outage, call 24 hours a day 1-888-544-4877 For Customer Service call 1-800-545-7741 For Payment Options, call 1-800-962-4848 Pay your bill online at www.firstenergycorp.com
Bill issued by: Penelec PO Box 16001 Reading PA 19612-6001

Shopping Information		Account Summary	Amount Due
Customer Number	Rate Category	Previous Balance	973.26
0807325354 0001460799	General Secondary Medium PN-GSMF	Payments/Adjustments	-973.26
Messages		Balance at Billing on Oct 21, 2022	0.00
To avoid a 2.00% Late Payment Charge being added to your bill, please pay the Amount Due by the Due Date.		Penelec - Consumption	536.82
Your current PRICE TO COMPARE for generation and transmission from Penelec is listed below. For you to save, a supplier's price must be lower.		Penelec - Misc Charges	-3.81
General Secondary Medium - 0001460799 - 10.91 cents per KWH		Total Current Charges	533.01
Customer reserves the right to shop for an electric supplier.		Amount Due by Nov 07, 2022	\$533.01
Your next meter reading is scheduled to occur on or about Nov 17, 2022.		Usage Information for Meter Number 5000291760	
Your bill includes \$32.06 in PA taxes, of which \$29.88 is PA gross receipts tax.		Oct 18, 2022 KWH Reading (Actual)	378,135.952
Generation prices and charges are set by the electric generation supplier you have chosen. The Public Utilities Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.		Sep 20, 2022 KWH Reading (Actual)	374,901.465
A new QR (Quick Response) Code will be added to future bills. This QR code does not contain any personal identifying information and enables you to easily access convenient options to manage your account online. When the QR code is scanned with your mobile device you will be taken to our website and presented with options to pay your bill, sign up for a My Account or login to an existing My Account.		Difference	3,234.487
The Distribution System Improvement Charge was adjusted on October 1, 2022. This charge recovers costs incurred to repair, improve, or replace infrastructure the company uses to deliver electricity to its customers.		KWH used	3,234
		OnPeak Load in KWKVA	21.2
		OffPeak Load in KWKVA	21.4
		OnPeak KVAR	14.6
		OffPeak KVAR	15.4
		Billed Load in KWKVA	21.2
		Billed Reactive Demand	14.6
		Charges From Penelec	
		When contacting an Electric Generation Supplier, please provide the following	
		Customer Number 0807325354 0001460799	
		Rate - General Secondary Medium PN-GSMF	
		Price to Compare Default Service 3,234 KWH x 0.109100	352.83
		Customer Charge	38.04
		Distribution System Improvement Charge	5.81
		Distribution Charge 21.2 KW x 6.300000	133.56
		Energy Efficiency Charge Phase IV 3,234 KWH x 0.001300	4.20
		Solar Requirements Charge 3,234 KWH x 0.000280	0.91
		Default Service Support Charge 3,234 KWH x 0.003080	9.96
		TCJA Voluntary Surcharge	-41.80
		State Sales Tax	30.39
		Current Consumption Bill Charges	536.82
		Security Deposit Interest	-3.81
		Total Charges	\$ 533.01
		Detail Payment and Adjustment Information	
		09/23/22 Payment	-973.26

Additional messages, if any, can be found on back.



Comparisons	Last Year	This Year
Average Daily Use (KWH)	115	112
Average Daily Temperature	67	54
Days in Billing Period	31	29
Last 12 Months Use (KWH)		45,038
Average Monthly Use (KWH)		3,753

Return this part with a check or money order payable to Penelec



PO Box 16001
Reading, PA 19612-6001

Account Number: 100 144 501 671

Amount Paid	
Amount Due	\$533.01
Due Date	Nov 07, 2022

TODD JOSEPH PROPERTIES LLC
11364 KONNEYAUT TRAIL EXT
CONNEAUT LAKE PA 16316

PENELEC
PO BOX 3687
AKRON OH 44309-3687

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Messages (Continued)

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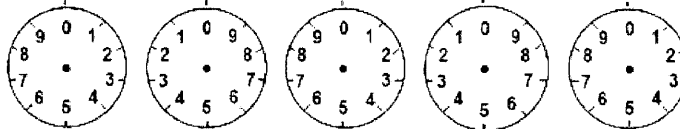
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November 21, 2022

Account Number: 100 144 501 671

Amount Due: \$545.71

Due Date: December 06, 2022

Billing Period: Oct 19 to Nov 16, 2022 for 29 days

Bill For: TODD JOSEPH PROPERTIES LLC
GEORGE ST
CONNEAUT LAKE PA 16316

To report an emergency or an outage, call 24 hours a day 1-888-544-4877

Bill issued by: Penelec, PO Box 16001 Reading, PA 19612-6001

To enroll in eBill or pay your bill online, scan the QR code on the right of this bill from your mobile device or go to www.firstenergycorp.com
For Customer Service, call 1-800-545-7741 For Payment Options, call 1-800-962-4848



Shopping Information	
Customer Number	Rate Category
0807325354 0001460799	General Secondary Medium PN-GSMF

Account Summary		Amount Due
Previous Balance		533.01
Payments/Adjustments		-533.01
Balance at Billing on Nov 21, 2022		0.00

To avoid a 2.00% Late Payment Charge being added to your bill please pay the **Amount Due** by the Due Date.
Your current **PRICE TO COMPARE** for generation and transmission from Penelec is listed below. For you to save, a supplier's price must be lower.

General Secondary Medium - 0001460799 - 10.91 cents per KWH
Customer reserves the right to shop for an electric supplier.

Your next meter reading is scheduled to occur on or about Dec 16, 2022.

Your bill includes \$32.20 in PA taxes, of which \$30.01 is PA gross receipts tax.

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

A new QR (Quick Response) Code has been added to your bill. This QR code does not contain any personal identifying information and enables you to easily access convenient options to manage your account online. When the QR code is scanned with your mobile device you will be taken to our website and presented with options to pay your bill, sign up for a My Account or login to an existing My Account.

Penelec - Consumption	539.13
Penelec - Misc. Charges	-4.08
Late Payment Charges	10.66
Total Current Charges	545.71
Amount Due by Dec 06, 2022	\$545.71

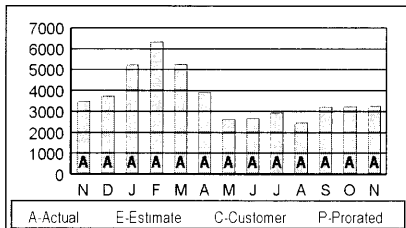
Usage Information for Meter Number 5000291760	
Nov 16, 2022 KWH Reading (Actual)	381 380 875
Oct 19, 2022 KWH Reading (Actual)	378 135 952
Difference	3 244 923
KWH used	3,245
OnPeak Load in KW/KVA	21.4
OffPeak Load in KW/KVA	21.8
OnPeak KVAR	14.2
OffPeak KVAR	14.8
Billed Load in KW/KVA	21.4
Billed Reactive Demand	14.2

Charges From Penelec			
When contacting an Electric Generation Supplier, please provide the following Customer Number 0807325354 0001460799			
Rate General Secondary Medium PN-GSMF			
Price to Compare Default Service	3,245 KWH	x 0.109100	354.03
Customer Charge			38.04
Distribution System Improvement Charge			5.84
Distribution Charge	21.4 KW	x 6.300000	134.82
	14.2 KVAR	x 0.200000	2.84
Energy Efficiency Charge Phase IV	3,245 KWH	x 0.001300	4.22
Solar Requirements Charge	3,245 KWH	x 0.000280	0.91
Default Service Support Charge	3,245 KWH	x 0.003080	9.99
TCJA Voluntary Surcharge			-42.08
State Sales Tax			30.52
Current Consumption Bill Charges			539.13
Late payment charge			10.66
Security Deposit Interest			-4.08
Total Charges			\$ 545.71

Detail Payment and Adjustment Information	
11/14/22 Payment	-533.01

Additional messages, if any, can be found on back.

Usage History



Comparisons	Last Year	This Year
Average Daily Use (KWH)	117	112
Average Daily Temperature	50	51
Days in Billing Period	30	29
Last 12 Months Use (KWH)		44 783
Average Monthly Use (KWH)		3 732

Return this part with a check or money order payable to Penelec



PO Box 16001
Reading, PA 19612-6001

Account Number: 100 144 501 671

TODD JOSEPH PROPERTIES LLC
11364 KONNEAUT TRAIL EXT
CONNEAUT LAKE PA 16316

Amount Paid	
Amount Due	\$545.71
Due Date	Dec 06, 2022

PENELEC
PO BOX 3687
AKRON OH 44309-3687

Messages (Continued)

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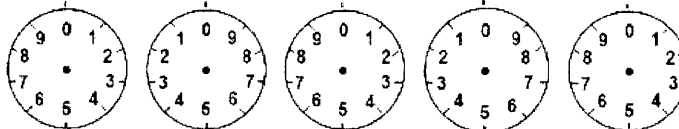
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January 20, 2023
Account Number: 100 144 501 671

Billing Period: Dec 16 to Jan 17, 2023 for 33 days
Bill For: TODD JOSEPH PROPERTIES LLC
 GEORGE ST
 CONNEAUT LAKE PA 16316

Amount Due: \$755.60

Due Date: February 06, 2023

To report an emergency or an outage, call 24 hours a day 1-888-544-4877

Bill issued by: Penelec PO Box 16001 Reading PA 19612-6001

To enroll in eBill or pay your bill online, scan the QR code on the right of this bill from your mobile device or go to www.firstenergycorp.com
 For Customer Service, call 1-800-545-7741 For Payment Options, call 1-800-962-4848



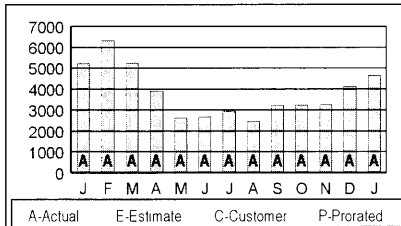
Shopping Information		Account Summary		Amount Due
Customer Number	Rate Category	Previous Balance		1,204.04
0807325354 0001460799	General Secondary Medium PNI-GSMF	Payments/Adjustments		-1,204.04
Messages				Balance at Billing on Jan 20, 2023
To avoid a 2.00% Late Payment Charge being added to your bill, please pay the Amount Due by the Due Date. Your current PRICE TO COMPARE for generation and transmission from Penelec is listed below. For you to save, a supplier's price must be lower.				0.00
General Secondary Medium - 0001460799 - 10.68 cents per KWH Customer reserves the right to shop for an electric supplier. Your next meter reading is scheduled to occur on or about Feb 16, 2023. Your bill includes \$43.95 in PA taxes, of which \$40.97 is PA gross receipts tax. Generation prices and charges are set by the electric generation supplier you have chosen. The Public Utilities Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. A new QR (Quick Response) Code has been added to your bill. This QR code does not contain any personal identifying information and enables you to easily access convenient options to manage your account online. When the QR code is scanned with your mobile device you will be taken to our website and presented with options to pay your bill, sign up for a My Account or login to an existing My Account. The Distribution System Improvement Charge was adjusted on January 1, 2023. This charge recovers costs incurred to repair, improve or replace infrastructure the company uses to deliver electricity to its customers. Effective January 1, 2023, the TCJA Voluntary Surcharge, which is a monthly credit resulting from a lower corporate federal income tax, was adjusted. The Smart Meter Technology charge, which is included in the Customer Charge on your bill, has changed effective January 1, 2023. For more information, please visit www.firstenergycorp.com/PATariffs. Effective January 1, 2023, there is a change to the State Tax Adjustment Surcharge from 0.00% to 0.02% for all customers due to changes in corporate net income tax and Franchise Tax liability and its Public Utility Realty Tax liability.				Penelec - Consumption 736.03 Penelec - Misc Charges -4.08 Late Payment Charges 23.65 Total Current Charges 755.60
Amount Due by Feb 06, 2023				\$755.60

Usage Information for Meter Number 5000291760		
Jan 17, 2023 KWH Reading (Actual)		390,136.048
Dec 16, 2022 KWH Reading (Actual)		385,505.821
Difference		4,630.227
KWH used		4,630
OnPeak Load in KWKVA		22.1
OffPeak Load in KWKVA		22.7
OnPeak KVAR		15.1
OffPeak KVAR		15.2
Billed Load in KWKVA		22.1
Billed Reactive Demand		15.1

Charges From Penelec				
When contacting an Electric Generation Supplier, please provide the following Customer Number 0807325354 0001460799				
Rate	General Secondary Medium PNI-GSMF			
Price to Compare Default Service	2,245 KWH	x 0.106790		239.74
	2,385 KWH	x 0.106790		254.69
Customer Charge				40.36
Distribution System Improvement Charge				2.97
Distribution Charge				2.73
	22.1 KW	x 6.300000	x 0.484848	67.51
	22.1 KW	x 6.300000	x 0.515152	71.72
	15.1 KVAR	x 0.200000	x 0.515152	1.56
	15.1 KVAR	x 0.200000	x 0.484848	1.46
Energy Efficiency Charge Phase IV	2,245 KWH	x 0.001300		2.92
	2,385 KWH	x 0.001300		3.10
Solar Requirements Charge	2,245 KWH	x 0.000280		0.63
	2,385 KWH	x 0.000280		0.67
Default Service Support Charge	2,245 KWH	x 0.003080		6.91
	2,385 KWH	x 0.003080		7.35
TCJA Voluntary Surcharge				-5.17
				-4.86
State Tax Surcharge				0.07
State Sales Tax				41.67
Current Consumption Bill Charges				736.03
Late payment charge				23.65
Security Deposit Interest				-4.08
Total Charges				\$ 755.60

Additional messages, if any, can be found on back.

Usage History



Comparisons	Last Year	This Year
Average Daily Use (KWH)	158	140
Average Daily Temperature	34	33
Days in Billing Period	33	33
Last 12 Months Use (KWH)		44,599
Average Monthly Use (KWH)		3,717

Detail Payment and Adjustment Information	
01/10/23 Payment	-1,204.04

Return this part with a check or money order payable to Penelec



PO Box 16001
 Reading, PA 19612-6001

TODD JOSEPH PROPERTIES LLC
 11364 KONNEAUT TRAIL EXT
 CONNEAUT LAKE PA 16316

Account Number: 100 144 501 671

Amount Paid	
Amount Due	\$755.60
Due Date	Feb 06, 2023

PENELEC
 PO BOX 3687
 AKRON OH 44309-3687

011001445016710000000000000000000000000000755600000755606

Messages (Continued)

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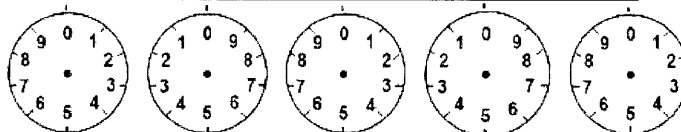
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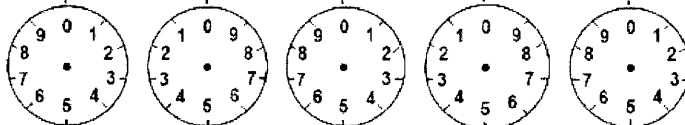
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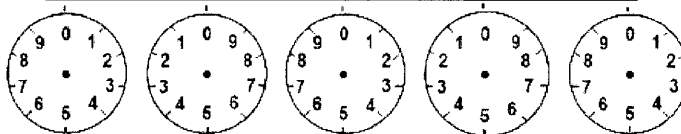
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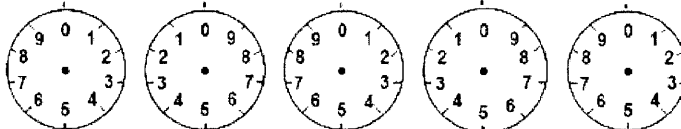
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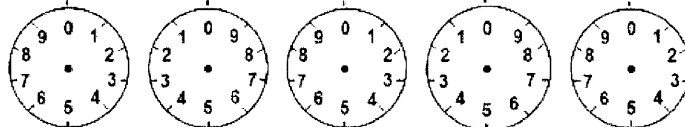
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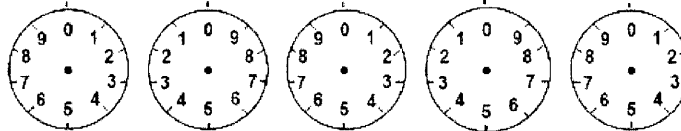
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December 20, 2022
Account Number: 100 144 501 671

Billing Period: Nov 17 to Dec 15, 2022 for 29 days
Bill For: TODD JOSEPH PROPERTIES LLC
GEORGE ST
CONNEAUT LAKE PA 16316

Amount Due: \$1,204.04

Due Date: January 04, 2023

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0807325354 0001460799	General Secondary Medium PH-GSMF

Account Summary		Amount Due
Previous Balance		545.71
Payments/Adjustments		0.00
Balance at Billing on Dec 20, 2022		545.71

Messages

**** REMINDER NOTICE ****
When this bill was prepared, your account had an unpaid balance. If you have already made this payment, thank you. If not, please promptly pay the overdue amount. Call us if you have questions or for information on payment arrangements.

Penelec - Consumption		651.44
Penelec - Misc. Charges		-3.81
Late Payment Charges		10.70
Total Current Charges		658.33
Amount Due by Jan 04, 2023		\$1,204.04

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

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

General Secondary Medium - 0001460799 - 10.79 cents per KWH
Customer reserves the right to shop for an electric supplier.

Your next meter reading is scheduled to occur on or about Jan 18, 2023.

Your bill includes \$38.90 in PA taxes, of which \$36.26 is PA gross receipts tax.

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

A new QR (Quick Response) Code has been added to your bill. This QR code does not contain any personal identifying information and enables you to easily access convenient options to manage your account online. When the QR code is scanned with your mobile device, you will be taken to our website and presented with options to pay your bill, sign up for a My Account or login to an existing My Account.

Customers receiving Default Service have a new Price to Compare (PTC), effective December 1, 2022. Please review the PTC information shown on page one of your bill to determine if you may be able to save money by switching to an electric generation supplier that offers a lower price than your PTC.

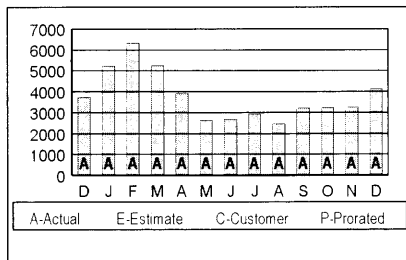
Best wishes for a joyous holiday season from all of us at Penelec.

Usage Information for Meter Number 5000291760		
Dec 15, 2022 KWH Reading (Actual)		385,505.821
Nov 17, 2022 KWH Reading (Actual)		381,380.875
Difference		4,124.946
KWH used		4.125
OnPeak Load in KW/KVA		23.5
OffPeak Load in KW/KVA		22.6
OnPeak KVAR		15.4
OffPeak KVAR		15.0
Billed Load in KW/KVA		23.5
Billed Reactive Demand		15.4

Charges From Penelec			
When contacting an Electric Generation Supplier, please provide the following Customer Number: 0807325354 0001460799.			
Rate	General Secondary Medium PH-GSMF		
Price to Compare Default Service	1.991 KWH	x 0 109100	217.22
	2.134 KWH	x 0 106790	227.89
Customer Charge			38.04
Distribution System Improvement Charge			6.33
Distribution Charge	23.5 KW	x 6.300000	148.05
	15.4 KVAR	x 0.200000	-3.08
Energy Efficiency Charge Phase IV	4.125 KWH	x 0.001300	5.36
Solar Requirements Charge	4.125 KWH	x 0.000280	1.16
Default Service Support Charge	4.125 KWH	x 0.003080	12.71
TCJA Voluntary Surcharge			45.28
State Sales Tax			36.88
Current Consumption Bill Charges			651.44
Late payment charge			10.70
Security Deposit Interest			-3.81
Total Charges			\$ 658.33

Additional messages, if any, can be found on back.

Usage History



Comparisons	Last Year	This Year
Average Daily Use (KWH)	128	142
Average Daily Temperature	41	37
Days in Billing Period	29	29
Last 12 Months Use (KWH)		45,186
Average Monthly Use (KWH)		3,766

Return this part with a check or money order payable to Penelec



PO Box 16001
Reading, PA 19612-6001

Account Number: 100 144 501 671

TODD JOSEPH PROPERTIES LLC
11364 KONNEYAUT TRAIL EXT
CONNEAUT LAKE PA 16316

Amount Paid	
Amount Due	\$1,204.04
Due Date	Jan 04, 2023

PENELEC
PO BOX 3687
AKRON OH 44309-3687

Messages (Continued)

Explanation of Terms

Customer Charge - Monthly charge that offsets costs for billing, meter reading, equipment, service line maintenance, and assessing and deploying Smart Meter Technology.

Default Service Support Charge - Charge to recover new and deferred costs associated with serving customers in a competitive market.

Distribution Charge - Charge for the use of local wires, transformers, substations and other equipment used to deliver electricity to consumers from high-voltage transmission lines.

Distribution System Improvement Charge - This charge recovers costs incurred to repair, improve or replace infrastructure that the Company uses to deliver electricity to its customers.

Estimated Reading - On the months we do not read a meter, we calculate the bill based on past electrical usage.

Energy Efficiency Charge(s) - Charge to fund the utility's programs designed to reduce customers' annual electric use and peak demand for electricity mandated by Act 129 of 2008.

Hourly Pricing Service Charge - Charges to provide energy, capacity, compliance with Alternative Energy Portfolio Standards, transmission and ancillary services for Industrial customers receiving Default Service.

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State Tax Surcharge - An adjustment to the state taxes recovered through Penelec's basic charges.

TCJA Voluntary Surcharge - This surcharge adjusts customer rates for the reduction to corporate federal income tax under the Tax Cuts and Jobs Act.

General Information

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Call Customer Service at 1-800-545-7741 Monday - Friday, from 8 a.m. - 6 p.m. Our representatives can answer your questions, describe the charges on your bill, explain how to make sure your bill is correct, and provide information on rate schedules and energy efficiency.

Call Payment Options at 1-800-962-4848 Monday - Friday, from 8 a.m. - 6 p.m.

Visit our website at www.firstenergycorp.com

Write to us at Penelec, 76 S. Main St., A-RPC, Akron, OH 44308-1890.

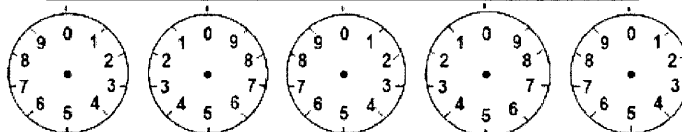
Customers with hearing or speech impairments can contact the Telecommunications Relay Service (TRS) at 711.

For your protection, all of our employees wear Photo I.D. badges.

Electronic Check Conversion - Your check authorizes us either to make a one-time electronic funds transfer (EFT) from your account or process as a check. If you have questions about this program, call 1-866-283-8081.

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Messages (Continued)

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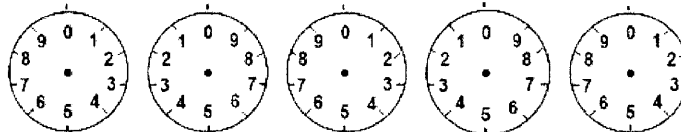
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TUS Data Request Set 1
Conneaut Lake Park Water Corporation, Inc. Tariff Supplement No. 1 To Tariff Water -Pa.
P.U.C. No. 1 at Docket No. R-2023-3041575

R-7 Please explain why Conneaut's purchased power expense claim is reasonable.

RESPONSE:

As the sum of the electric bills shown in response to TUS-1-6 are higher than the Company's current claim. Therefore, the purchased power expense claim is more than reasonable.

Responsible Witness: Constance E. Heppenstall

Date: September 22, 2023

TUS Data Request Set 1
Conneaut Lake Park Water Corporation, Inc. Tariff Supplement No. 1 To Tariff Water -Pa.
P.U.C. No. 1 at Docket No. R-2023-3041575

- R-8 Conneaut's Short Form Schedules, Schedule D identified depreciation expenses for 2021 and the HTY to be \$39,422 and \$41,834, respectively. Also, Conneaut's Statement of Reasons for Proposed Rate Increase (Statement of Reasons), Page 4 indicated that for the FTY, annual depreciation is based on applying an annual accrual rate of 2.5%. Considering the claimed depreciation expense and annual accrual rate, please provide responses for each of the following:
- a. Provide a detailed breakdown, by major plant account as defined by the National Association of Regulatory Utility Commissioners Uniform System of Accounts (NARUC System of Accounts), of Conneaut's UPIS that identifies the original cost of plant in service and date the assets were placed into service.
 - b. Explain how the 2.5% annual depreciation accrual rate was determined, including a description of the trending methodology used and an identification of all indexes used.
 - c. Explain how applying a single annual depreciation accrual rate to all UPIS accurately reflects the value of each plant account and is compliant to Section 1703 of the Pennsylvania Public Utility Code, 66 Pa.C.S. § 1703.

RESPONSE:

- a. The information available to the Company is supplied in TUS-1-1 Attachment 3.
- b. The Company is using the annual depreciation rate as used by the prior owner in its Annual Reports to the PA PUC.
- c. It would be optimal to for the Company to perform a depreciation study to determine an appropriate accrual rate by account, but the Company does not current have the funds to complete this study.

Responsible Witness: Constance E. Heppenstall
Date: September 22, 2023

TUS Data Request Set 1
Conneaut Lake Park Water Corporation, Inc. Tariff Supplement No. 1 To Tariff Water -Pa.
P.U.C. No. 1 at Docket No. R-2023-3041575

- R-9 Conneaut's Short Form Schedules, Schedule E contained a line item for plant additions installed 12-2014 in the amount of \$1,491,123 described only as "Various". Please provide a detailed breakdown, by major plant account as defined by the NARUC System of Accounts, for the assets included in this line item that describes the sizes, types, materials, and quantities of the assets placed in service.

RESPONSE:

See TUS-1-1 Attachment 3 which includes the information available to the Company.

Responsible Witness: Constance E. Heppenstall
Date: September 22, 2023

TUS Data Request Set 1
Conneaut Lake Park Water Corporation, Inc. Tariff Supplement No. 1 To Tariff Water -Pa.
P.U.C. No. 1 at Docket No. R-2023-3041575

R-10 Conneaut's Short Form Schedules, Schedule E included line items for mains installed 12-2021 and 12-2022 in the amounts of \$104,000 and \$89,000, respectively. However, Short Form Schedule B identified the amount of UPIS at year ending March 8, 2021, to be \$1,482,109 and at the end of the HTY to be \$1,717,873; or an increase in UPIS of \$235,764. Please explain this discrepancy and provide revised Short Form Schedules as necessary.

RESPONSE:

The balance should have been \$1,524,873, to match the annual report filed as of 3/8/2021. See TUS-1-10 Attachment for the corrected schedule.

Responsible Witness: Constance E. Heppenstall
Date: September 22, 2023

Name of Utility: Conneaut Lake Park Water Corporation

BALANCE SHEETS

<u>ASSETS</u>	<u>End of Prior Year</u> <u>03/08/2021</u>	<u>End of Test Year</u> <u>12/31/2022</u>
<u>UTILITY PLANT</u>		
101.0 Utility Plant in Service	\$ 1,524,873	\$ 1,717,873
105.0 Construction Work In Progress		
114.0 Utility Plant Acquisition Adjustment		
TOTAL UTILITY PLANT	\$ 1,524,873	\$ 1,717,873
108.1 Less: Accumulated Depreciation	\$ 219,421	\$ 262,368
NET UTILITY PLANT	\$ 1,305,452	\$ 1,455,505
<u>CURRENT ASSETS</u>		
131.1 Cash		
141.0 Accounts Receivable	\$ 1,295	
144.0 Notes Receivable		
151.0 Materials and Supplies		
162.0 Prepayments		
174.0 Other Current Assets		
TOTAL CURRENT ASSETS	\$ 1,295	\$ -
<u>OTHER ASSETS and DEFERRED CHARGES</u>		
186.0 Deferred Debt Expense		
186.0 Deferred Charges/Debits		
186.0 Other		
TOTAL OTHER ASSETS and DEFERRED CHARGES	\$ -	\$ -
<u>TOTAL ASSETS</u>	<u>\$ 1,306,747</u>	<u>\$ 1,455,505</u>

Name of Utility: Conneaut Lake Park Water Corporation

BALANCE SHEETS

<u>LIABILITIES & EQUITY</u>	<u>End of Prior Year</u> <u>03/08/2021</u>	<u>End of Test Year</u> <u>12/31/2022</u>
<u>STOCKHOLDERS' EQUITY</u>		
201.0 Common Stock		
211.0 Capital in Excess of Par Value		
215.0 Retained Earnings		\$ 1,455,505
TOTAL STOCKHOLDERS' EQUITY	\$ -	\$ 1,455,505
<u>LONG-TERM DEBT</u>		
224.0 Long-term debt, excluding current portion	\$ -	\$ -
<u>CURRENT LIABILITIES</u>		
Current Portion of Long-term Debt		
231.0 Accounts Payable		
232.0 Notes Payable	\$ 1,547,485	\$ -
236.0 Accrued Taxes		
237.0 Accrued Interest		
241.0 Other Current Liabilities		
TOTAL CURRENT LIABILITIES	\$ 1,547,485	\$ -
<u>OTHER LIABILITIES and DEFERRED CREDITS</u>		
252.0 Advances for Construction		
253.0 Other Deferred Credits		
255.0 Deferred Investment Tax Credits		
271.0 Contributions in Aid of Construction		
282.0 Deferred Inc. Taxes - Lib. Depr.		
TOTAL OTHER LIABILITIES and DEFERRED CREDITS	\$ -	\$ -
<u>TOTAL LIABILITIES & EQUITY</u>	\$ 1,547,485	\$ 1,455,505

TUS Data Request Set 1
Conneaut Lake Park Water Corporation, Inc. Tariff Supplement No. 1 To Tariff Water -Pa.
P.U.C. No. 1 at Docket No. R-2023-3041575

- R-11 Conneaut's Short Form Schedules, Schedule E included line items for mains installed 12-2021 and 12-2022 in the amounts of \$104,000 and \$89,000, respectively. However, no corresponding retirements were reported. Please clarify if these line items represent additional main placed in service or main replacement projects. Also, if these line items represent main replacement projects, provide a revised Schedule E identifying any UPIS retirements due to main replacements.

RESPONSE:

These are main replacement projects. No retirements were recorded by the Company as there were no assets included rate base in Account 331.4,

Responsible Witness: Constance E. Heppenstall

Date: September 22, 2023

TUS Data Request Set 1
Conneaut Lake Park Water Corporation, Inc. Tariff Supplement No. 1 To Tariff Water -Pa.
P.U.C. No. 1 at Docket No. R-2023-3041575

R-12 Conneaut's Statement of Reasons, Page 4 indicated that provisions for materials and supplies and cash working capital were included in HTY and FTY original cost measures of value. Please separately quantify the amounts Conneaut added to the original cost for materials and supplies and cash working capital and provide supporting calculations or explanations indicating how amounts were determined (e.g., one-eighth method, lead/lag study, etc).

RESPONSE:

The Statement of Reasons is incorrect. No materials and supplies or cash working capital were included in the original cost measure of value.

Responsible Witness: Constance E. Heppenstall
Date: September 22, 2023

TUS Data Request Set 1

Conneaut Lake Park Water Corporation, Inc. Tariff Supplement No. 1 To Tariff Water -Pa.
P.U.C. No. 1 at Docket No. R-2023-3041575

- R-13 The 2022 federal and state income tax returns for an entity named CLP Water Park LLC included in Conneaut's filing specified a 2022 depreciation expense of \$10,333, and the state tax return identified a cost or other basis of \$403,000 for "water" property acquired July 1, 2021. Please provide evidence supporting the difference between the depreciation and property costs identified in these 2022 tax returns and Conneaut's depreciation and UPIS claims.

RESPONSE:

The depreciation expense and the cost or other basis included in the tax returns were based on the information obtained by the Company and given to their accountant at that time. The Company was not aware of the accounting included in the prior owner's past Annual Reports to the PA PUC. The depreciation amount, based on the cost or other basis of \$403,000, included in the tax return was based on IRS guidelines.

The rate base and depreciation expense in the filing is supported by past Annual Report filings to the PA PUC by the prior owner of the water system.

Responsible Witness: Constance E. Heppenstall and Todd Joseph

Date: September 22, 2023

TUS Data Request Set 1

Conneaut Lake Park Water Corporation, Inc. Tariff Supplement No. 1 To Tariff Water -Pa.
P.U.C. No. 1 at Docket No. R-2023-3041575

R-14 The Trustees annual financial report for the 2009 calendar year included a letter that specified that in 2009, the water system was accepted for a federal grant and that Conneaut's costs to construct a new facility and add a backwash system totaled \$85,430.50. Also, this annual report, Page 15 identified UPIS of \$86,080. However, Conneaut's subsequent annual reports starting in the 2014 calendar year identified \$1,200,000 in UPIS for water treatment equipment. Please quantify any contributions-in-aid of construction that may have been used to fund UPIS construction.

RESPONSE:

The Company is not aware of any CIAC. In fact, in the 2013 Annual Report to the PA PUC, no assets were listed as Utility Plant in Service, nor were there any notes payable. However, the 2014 Annual Report to the PA PUC, the prior owners of the utility listed for the first time UPIS in the amount of \$1,492,123 and notes payable of the amount of \$1,485,616. The Company can only assume that the notes payable were to fund the UPIS.

Responsible Witness: Constance E. Heppenstall
Date: September 22, 2023

TUS Data Request Set 1
Conneaut Lake Park Water Corporation, Inc. Tariff Supplement No. 1 To Tariff Water -Pa.
P.U.C. No. 1 at Docket No. R-2023-3041575

- R-15 The Trustees annual financial report for the 2014 calendar year, Page 15 included a footnote indicating, "Utility Plant Benchmark Asset Valuation completed for 12-312014 Continuing Property Records". Please provide a copy of this document and any other original cost studies completed to determine UPIS original cost.

RESPONSE:

The Company does not have the "Utility Plant Benchmark Asset Valuation completed for 12-312014 Continuing Property Records" this was commissioned prior to the current ownership.

Responsible Witness: Todd Joseph
Date: September 22, 2023

TUS Data Request Set 1

Conneaut Lake Park Water Corporation, Inc. Tariff Supplement No. 1 To Tariff Water -Pa.
P.U.C. No. 1 at Docket No. R-2023-3041575

- R-16 Supplement No. 1, Page 4 identified several commercial monthly rates, including a commercial flat rate of \$850, a "Small Commercial" minimum charge rate of \$850 plus \$10 per 100 gallons over "Minimum", and a "Large Commercial" minimum charge rate of \$2,183.40 plus \$10 per 100 gallons over "Minimum" (together, the Commercial Minimum Charges). Also, 52 Pa. Code § 53.25 requires public utilities to provide definitions of technical terms used in tariffs, and 52 Pa. Code § 53.26(a) requires each rate schedule to set forth explicitly the conditions under which a service covered by rates is available. Finally, it appears that the Bill Analysis specified that there will be no commercial flat rate customers and appears to identify volumes of water included in Commercial Minimum Charges that are not identified in Supplement No. 1. Please provide a copy of a revised Supplement No. 1 that includes the following information:
- a. Provide definitions for the terms "Small Commercial" and "Large Commercial" setting forth explicitly the conditions under which a Customer would be considered a "Small Commercial" or "Large Commercial" Customer (e.g., meter size, etc.).
 - b. Specify the volume of water that is included in each Commercial Minimum Charge and for each billing period option (i.e., monthly and quarterly volumes).
 - c. Either specify the conditions under which nonresidential service may be billed at flat rates rather than Commercial Minimum Charges or eliminate commercial flat rates from Supplement No. 1.

RESPONSE:

- a. A Small Commercial customer would include customers whose average monthly usage is under 15,000 gallons per month and a Large Commercial Customer would include customers whose average monthly usage is over 15,000 gallons per month.
- b. For a Small Commercial customer, 8,500 gallons is included in the monthly minimum charge. For a Large Commercial customer, 21,834 gallons are included in the monthly minimum charge.
- c. A nonresidential customer may be billed at a flat rate if the customer is not metered.

Responsible Witness: Constance E. Heppenstall
Date: September 22, 2023

TUS Data Request Set 1
Conneaut Lake Park Water Corporation, Inc. Tariff Supplement No. 1 To Tariff Water -Pa.
P.U.C. No. 1 at Docket No. R-2023-3041575

R-17 Please explain how Conneaut determined Commercial Minimum Charges and provide copies of any supporting documentation.

RESPONSE:

The Company increased the minimum charge from the flat rate charge by 850%, the same percentage increase applied to the Year-Around Residential customer. A minimum was applied as these customers are metered. But, as these meters have never been read by the Company and usage cannot be predicted, it was determined to set the minimum at 850% of the flat rate to protect the Company from under collecting revenue once the meters are read on a monthly basis.

Responsible Witness: Constance E. Heppenstall
Date: September 22, 2023

TUS Data Request Set 1
Conneaut Lake Park Water Corporation, Inc. Tariff Supplement No. 1 To Tariff Water -Pa.
P.U.C. No. 1 at Docket No. R-2023-3041575

R-18 Please explain why Conneaut's Commercial Minimum Charges are just, reasonable, and not unreasonably discriminatory.

RESPONSE:

The Company raised rates across the board by class and, thus believes that the rates are not discriminatory. See response to TUS-1-17.

Responsible Witness: Constance E. Heppenstall
Date: September 22, 2023

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Conneaut Lake Park Water Corporation, Inc. Tariff Supplement No. 1 To Tariff Water -Pa.
P.U.C. No. 1 at Docket No. R-2023-3041575

R-19 Please provide water meter readings and meter reading dates for each commercial customer served by Conneaut for the last two years.

RESPONSE:

As stated in response to TUS-1-17, the Company has not read the meters for the commercial customers as it would not affect their billing under a flat rate.

Responsible Witness: Constance E. Heppenstall

Date: September 22, 2023

TUS Data Request Set 1
Conneaut Lake Park Water Corporation, Inc. Tariff Supplement No. 1 To Tariff Water -Pa.
P.U.C. No. 1 at Docket No. R-2023-3041575

R-20 The 2022 federal and state income tax returns for an entity named CLP Water Park LLC included in Conneaut's filing appear to be tax returns for an entity named CLP Water Park LLC. Also, Conneaut's Short Form Schedules, Schedule A, Section II.A. identified an ownership type of "LLC". However, it does not appear that Conneaut is organized as a LLC. Please reconfirm that Conneaut is the water system's owner and operator and provide copies of Conneaut's two most recent federal and state tax returns.

RESPONSE:

The water system was purchased a part of a larger acquisition of Conneaut Lake Park through a bankruptcy. Conneaut Lake Park Water Corporation, Inc. ("Water Corp., Inc.") was part of the assets acquired. It had been formed by the prior owners to serve as the corporate vehicle for the water system. Subsequently, upon acquisition, the PADEP permit was transferred directly from the prior owners to Water Corp., Inc. The new owner simultaneously formed the LLC with the intent of using that as the corporate vehicle for the water system. The Certificate of Public Convenience also was issued in the name of Water Corp., Inc. due to the entity being used for the DEP permit. Since its inception, the LLC, via funds provided by Mr. Joseph, has funded the monies needed to keep the water system operational. Consequently, the two returns you have relate to the operation of the water system, but are in the name of the LLC.

Responsible Witness: Todd Joseph
Date: September 22, 2023

TUS Data Request Set 1
Conneaut Lake Park Water Corporation, Inc. Tariff Supplement No. 1 To Tariff Water -Pa.
P.U.C. No. 1 at Docket No. R-2023-3041575

- R-21 Please provide evidence that Conneaut filed its Security Planning and Readiness Self-Certification Form with the Commission for the 2021 and 2022 calendar years pursuant to 52 Pa. Code § 101.4(a).

RESPONSE:

As the Company did not receive PUC approval of the Certificate of Public Convenience until April 20, 2023, it did not prepare a Security Planning and Readiness Self-Certification Form with the Commission for the 2021 and 2022 calendar years pursuant to 52 Pa. Code § 101.4(a).

Responsible Witness: Todd Joseph
Date: September 22, 2023

TUS Data Request Set 1
Conneaut Lake Park Water Corporation, Inc. Tariff Supplement No. 1 To Tariff Water -Pa.
P.U.C. No. 1 at Docket No. R-2023-3041575

R-22 Please provide evidence that Conneaut filed its annual financial report with the Commission for the 2021 and 2022 calendar years pursuant to 52 Pa. Code § 65.19(1).

RESPONSE:

As the Company did not receive PUC approval of the Certificate of Public Convenience until April 20, 2023, it did not prepare annual financial report with the Commission for the 2021 and 2022 calendar years pursuant to 52 Pa. Code § 65.19(1).

Responsible Witness: Todd Joseph
Date: September 22, 2023

TUS Data Request Set 1
Conneaut Lake Park Water Corporation, Inc. Tariff Supplement No. 1 To Tariff Water -Pa.
P.U.C. No. 1 at Docket No. R-2023-3041575

R-23 Please quantify the number of disputes initiated by Conneaut customers since Conneaut's inception that required compliance with dispute procedures under 52 Pa. Code § 56.151.

RESPONSE:

Conneaut received PUC approval of its request for a Certificate of public Convenience on April 20, 2023. Since that time, there has been no dispute initiated by Conneaut customers since Conneaut's inception that required compliance with dispute procedures under 52 Pa. Code § 56.151. Prior to the receipt of the Certificate of Public Convenience, however, a customer did file a formal complaint relating to rates on April 10, 2023, but that matter was withdrawn by the customer.

Responsible Witness: Todd Joseph
Date: September 22, 2023

TUS Data Request Set 1
Conneaut Lake Park Water Corporation, Inc. Tariff Supplement No. 1 To Tariff Water -Pa.
P.U.C. No. 1 at Docket No. R-2023-3041575

R-24 Please provide a copy of every Conneaut written public utility company report per 52 Pa. Code §§ 56.151(5)(i) and (ii).

RESPONSE:

None.

Responsible Witness: Todd Joseph
Date: September 22, 2023

TUS Data Request Set 1

Conneaut Lake Park Water Corporation, Inc. Tariff Supplement No. 1 To Tariff Water -Pa.
P.U.C. No. 1 at Docket No. R-2023-3041575

R-25 The Commission's Order entered September 18, 2003, at Docket A-210096, Appendix A identified several commercial customers served by the Trustees, including businesses known as Camperland, Hotel Conneaut, the Beach Club, the Convention Hall, and the Water Park. Also, the Trustees annual financial report for the 2020 calendar year included a copy of a Primary Facility Report that identified 185 domestic connections and 15 commercial connections. However, Conneaut's Bill Analysis only identified three commercial customers. For each Conneaut nonresidential customer, please specify the customer's name, provide an estimate of their monthly water usage and identify their applicable flat or minimum rate.

RESPONSE:

The Company's current three commercial customers include the Hotel Conneaut, Camperland and a Dollar General. The Beach Club, Convention Hall and the Water Park are no longer operational.

The customers monthly usage is not available as Company has not read the meters for these customers.

Camperland and the Dollar General will pay a minimum of \$850.00 per month and the Hotel Conneaut will pay a minimum of \$2,183.40 per month.

Responsible Witness: Constance E. Heppenstall and Todd Joseph
Date: September 22, 2023

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

CONNEAUT LAKE PARK WATER
CORPORATION, INC.

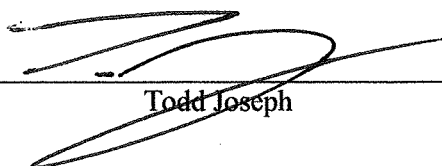
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DOCKET NO. R-2023-3041575

VERIFICATION

I, Todd Joseph, hereby state that the averments set forth in the foregoing Responses Nos. 2, 5, 6, 13, 15, 20, 21, 22, 23, 24, and 25 to TUS Data Request Set 1, Conneaut Lake Park Water Corporation, Inc., Tariff Supplement No. 1 To Tariff Water - Pa. P.U.C. No. 1 at Docket No. R-2023-3041575, are true and correct to the best of my knowledge, information, and belief. 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: 9-21-23



Todd Joseph

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

CONNEAUT LAKE PARK WATER
CORPORATION, INC.

:
:
: DOCKET NO. R-2023-3041575
:

VERIFICATION

I, Constance E. Heppenstall, hereby state that the averments set forth in the foregoing Responses Nos. 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, and 25 to TUS Data Request Set 1, Conneaut Lake Park Water Corporation, Inc., Tariff Supplement No. 1 To Tariff Water - Pa. P.U.C. No. 1 at Docket No. R-2023-3041575, are true and correct to the best of my knowledge, information, and belief. 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:

9/21/2023

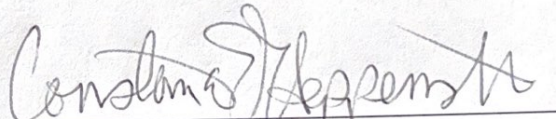

Constance E. Heppenstall

Exhibit 2

Responses to I&E Data Requests
Set RR (Nos. 1-D - 11-D)
Spadaccio - 10/05/23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION

Docket No. R-2023-3041575

Analyst: Anthony Spadaccio

I&E-RR-1-D

Reference the filing, Schedule A. Please confirm whether Todd Joseph is the sole owner of the LLC that owns The Conneaut Lake Park Water Corporation.

Response:

Todd Joseph is the sole member of CLP Water Park LLC.

Responsible Witness: Todd Joseph

Date: October 5, 2023

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION

Docket No. R-2023-3041575

Analyst: Anthony Spadaccio

I&E-RR-2-D

Reference the filing, Schedule A. Identify the purchase price Conneaut Lake Park Water Corp., Inc. paid to The Trustees of Conneaut Lake Park, Inc. for the water system on March 2, 2021.

Response:

The entire Conneaut Lake water park property and assets were acquired by Order of the United States Bankruptcy Court of the Western District of Pennsylvania in *In Re: Trustees Of Conneaut Lake Park, Inc.*, for the amount of \$1.2 million. The water system assets were not broken out separately in the purchase price.

Responsible Witness: Todd Joseph

Date: October 5, 2023

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION

Docket No. R-2023-3041575

Analyst: Anthony Spadaccio

I&E-RR-3-D Reference the filing, Schedule A. Explain whether the purchase of the Conneaut Lake Park water system was an arm's length transaction.

Response:

Yes, the purchase was part of a bankruptcy sale of the assets of the Trustees Of Conneaut Lake Park, Inc. that was approved by the United States Bankruptcy Court of the Western District of Pennsylvania in In Re: Trustees Of Conneaut Lake Park, Inc.,

Responsible Witness: Todd Joseph

Date: October 5, 2023

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION

Docket No. R-2023-3041575

Analyst: Anthony Spadaccio

I&E-RR-4-D

Reference the filing, Schedule A. Explain how the purchase price of the Conneaut Lake Park water system was determined. Provide any appraisals or other documentation from the buyer or seller used to assess the value of the water system.

Response:

The water system was sold as part of the business assets of the Trustees of Conneaut Lake, Inc. and was not valued separately. There were no appraisals or other documents used in valuing the water system.

Responsible Witness: Todd Joseph

Date: October 5, 2023

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION

Docket No. R-2023-3041575

Analyst: Anthony Spadaccio

I&E-RR-5-D Reference the filing, Schedule A. Identify whether Todd Joseph had an interest (owner, officer, etc.) in The Trustees of Conneaut Lake Park, Inc. If so, explain the specifics of his interest in detail.

Response:

Todd Joseph had no interest in the Trustees of Conneaut Lake Park, Inc..

Responsible Witness: Todd Joseph

Date: October 5, 2023

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION

Docket No. R-2023-3041575

Analyst: Anthony Spadaccio

I&E-RR-6-D Reference the filing, Schedule B regarding the \$1,547,485 in Account 232.0, Notes Payable. Identify the following:

- A. Purpose of the loan.
- B. Source of the funds.
- C. Original loan amount.
- D. Interest rate.
- E. Funds used to pay off the loan.

Response:

A-E. As the Company was not involved with this loan, it does not have any detail regarding the loan. As part of the acquisition, the Company did not assume any debts of The Trustees of Conneaut Lake Park, Inc.

Responsible Witness: Todd Joseph

Date: October 5, 2023

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION

Docket No. R-2023-3041575

Analyst: Anthony Spadaccio

I&E-RR-7-D Reference the filing, Schedule F. Provide the actual capital structures for years ending 12/31/2020, 12/31/2021, and 12/31/2022.

Response:

The Company did not acquire the assets of the water system until 2021 and further did not obtain the Certificate of Public Convenience until 2023. Therefore, Company did not calculate the capital structure in the years requested.

Responsible Witness: Todd Joseph

Date: October 5, 2023

Awaiting comments from GF

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION

Docket No. R-2023-3041575

Analyst: Anthony Spadaccio

I&E-RR-8-D Reference the filing, Schedule F. Explain the methodology for determining the 45% debt and 55% equity hypothetical capital structure as opposed to any other ratio.

Response:

Based on a review of the Conneaut Lake Park Water Corporation's 2022 capital structure ratios, we believe it is appropriate to evaluate the Conneaut Lake Park Water Corporation's current cost of capital using hypothetical capital structure ratios because their actual capital structure ratios on December 31, 2022, were 0% debt and 100% equity. These ratios are not similar to the current water industry practice of 45% debt and 55% equity when Conneaut small size is considered. Based upon this, we believe it is appropriate to evaluate the Conneaut Lake Park Water Corporation's current cost of capital using hypothetical capital structure ratios of 45% debt and 55% equity. It should be noted that a full-scale company specific cost of equity study has not been conducted at this time. If this rate filing is fully litigated, it may be necessary for one to be performed.

Responsible Witness: Harold Walker

Date: October 5, 2023

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION

Docket No. R-2023-3041575

Analyst: Anthony Spadaccio

I&E-RR-9-D Reference the filing, Schedule F. Confirm whether the long-term debt amount of \$1,190,868 is purely hypothetical, or if the Company anticipates future debt similar to this amount to close by 12/31/2023.

Response:

Confirmed. The long-term debt amount of \$1,190,868 is purely hypothetical and the Company does not anticipate future debt similar to this amount to close by 12/31/2023.

Responsible Witness: Harold Walker

Date: October 5, 2023

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION

Docket No. R-2023-3041575

Analyst: Anthony Spadaccio

I&E-RR-10-D Reference the filing, Schedule F. Explain whether the Company anticipates the need for long-term debt in the next two years. If so, provide an estimate of the amount and what it would be used for.

Response: The Company anticipates needing to perform some significant capital improvements to the water system in the future that may need additional debt service, but the timing of those capital improvements has not been determined as of this Response. These capital improvements are expected to be in the \$2.5 - \$3 million range. The cost of these capital projects are not included in the current rate increase request. In addition, in conjunction with this Rate Increase request, the Company has sought a waiver of the need to install water meters on all of its customers,. In the company is not successful in obtaining that waiver, the Company will need to add the metering to its capital projects to be done, which also may result in the need for additional debt service. A metering project is estimated to cost at least several hundred thousand dollars. The cost of metering is not included in the current rate increase request.

Responsible Witness: Todd Joseph

Date: October 5, 2023

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION

Docket No. R-2023-3041575

Analyst: Anthony Spadaccio

I&E-RR-11-D Reference the filing, Statement of Reasons, p. 4. Provide the Company's analysis and workpapers supporting the claim that the "Company's cost of equity is at least 9.65%..."

Response: A full-scale company specific cost of equity study has not been conducted at this time for the Company. If this rate filing is fully litigated, it may be necessary for one to be performed. We believe the Conneaut Lake Park Water Corporation's cost of equity is at least 9.65% based on the PA PUC's current allowable DSIC rate for water utility distribution system improvement charge purposes.

Responsible Witness: Harold Walker

Date: October 5, 2023

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION

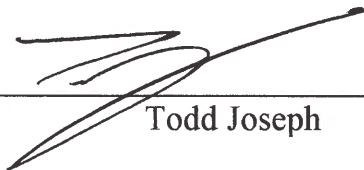
Docket No. R-2023-3041575

Analyst: Anthony Spadaccio

VERIFICATION

I, Todd Joseph, hereby state that the averments set forth in the foregoing Responses Nos. 1, 2, 3, 4, 5, 6, 7, and 10 to IE Data Request Set RR (Nos. 1-11), at Docket No. R-2023-3041575, are true and correct to the best of my knowledge, information, and belief. 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: 10-3-23



Todd Joseph

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION

Docket No. R-2023-3041575

Analyst: Anthony Spadaccio

VERIFICATION

I, Harold Walker, hereby state that the averments set forth in the foregoing Responses Nos. 8, 9, and 11 to IE Data Request Set RR (Nos. 1-11), at Docket No. R-2023-3041575, are true and correct to the best of my knowledge, information, and belief. 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:

10/4/2023



Harold Walker

Exhibit 3

Responses to I&E Data Requests
Set RE (Nos. 1-D - 15-D)
Walker - 10/10/23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RE-1-D

Reference Conneaut Lake Park Water Corporation, Inc. filing, Schedule D, Statements of Income, concerning Uncollectible Accounts:

- A. Provide Conneaut Lake Park Water Corporation, Inc.'s annual gross revenues and net write-offs for each of the past five years (2018 through the historic test year ended December 31, 2022 (HTY)).
- B. Provide Conneaut Lake Park Water Corporation, Inc.'s current year-to-date gross revenues and net write-offs balance.
- C. Explain Conneaut Lake Park Water Corporation, Inc.'s accounting procedures for determining the amount of bad debt expense recorded.
- D. Provide supporting documentation including detailed calculations for the Total Annualized uncollectible accounts claim at present rates of \$1,325.
- E. Provide supporting documentation including detailed calculations for the Proposed Rate uncollectible accounts claim of \$14,218.

RESPONSE:

- A. The amount as of December 31, 2022 was equal to zero as the Company only received approval from the PA PUC in March of 2023.
- B. Customers are not billed until year end, therefore \$0 of revenues have been booked year-to-date, and \$0 of uncollectibles.
- C. Witness Heppenstall calculated the bad debt expense by determining the percent of uncollectible revenues to total annual booked revenues. See parts D and E for further explanation.

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

- D. See 'I&E-RE-1-D Attachment' for the detailed calculation of uncollectible account claims at present rates of \$1,325.

- E. The total uncollectible account claims at present rates totaled about 5% of \$26,046 in total revenues from water sales for the HTY. The revenues under proposed rates for the FTY totals \$284,352. Therefore, the proposed rate uncollectible accounts claims are 5% of the revenues under proposed rates, which equals \$14,218.

Responsible Witness: T. Joseph/C. Heppenstall

Date: 10-10-23

YEARLY BILLING			
AMOUNT 2022	SERVICE ADDRESS	PAID	Unpaid
\$ 43.18	12689 Comstock St Street	X	
\$ 86.40	10851 Brown Street		\$ 86.40
\$ 86.40	10860 Brown Ave	X	
\$ 86.40	12495 Reed	X	
\$ 86.40	10933 Henry Street		\$ 86.40
\$ 86.40	10936 Henry Street	X	
\$ 86.40	10997 Henry	X	
\$ 86.40	11019 Henry	X	
\$ 86.40	11036 Henry Street	X	
\$ 86.40	11041 Henry Street	X	
\$ 86.40	11043 Henry Street	X	
\$ 86.40	12234 Comstock St	X	
\$ 86.40	12272 Comstock St	X	
\$ 86.40	12276 Comstock St	X	
\$ 86.40	12449 Comstock St	X	
\$ 86.40	12513 Comstock St		\$ 86.40
\$ 86.40	12525 Comstock St	X	
\$ 86.40	12545 Comstock St	X	
\$ 86.40	12549 Comstock St	X	
\$ 86.40	12553 Comstock St	X	
\$ 86.40	12562 Comstock St	X	
\$ 86.40	12563 Comstock St	X	
\$ 86.40	12573 Comstock St	X	
\$ 86.40	12587 Comstock St Street	X	
\$ 86.40	12596 Comstock St	X	
\$ 86.40	12597 Comstock St		\$ 86.40
\$ 86.40	12636 Comstock St	X	
\$ 86.40	12641 Comstock St	X	
\$ 86.40	12646 Comstock St St	X	
\$ 86.40	12656 Comstock St	X	
\$ 86.40	12665 / 12657 Comstock St	X	
\$ 86.40	12666 Comstock St Street	X	
\$ 86.40	10854 Utley Avenue	X	
\$ 86.40	10862 Utley Avenue	X	
\$ 86.40	10867 Utley Avenue	X	
\$ 86.40	10893 Utley Avenue	X	
\$ 86.40	10911 Utley Avenue	X	
\$ 86.40	10925 Utley Avenue	X	
\$ 86.40	12156 Center St	X	
\$ 86.40	12255 Center St W	X	
\$ 86.40	12413 Center	X	
\$ 86.40	12447 Center Street	X	
\$ 86.40	12536 Center Street	X	

<u>YEARLY</u>			
<u>BILLING</u>			
<u>AMOUNT 2022</u>	<u>SERVICE ADDRESS</u>	<u>PAID</u>	<u>Unpaid</u>
\$ 86.40	12576 Center	X	
\$ 86.40	12626 Center Street	X	
\$ 86.40	11013 Kepler	X	
\$ 86.40	11005 Kepler		\$ 86.40
\$ 86.40	11020 Kepler	X	
\$ 86.40	11030 Kepler St	X	
\$ 86.40	11036 Kepler Avenue	X	
\$ 172.70	10857 Brown Street	X	
\$ 172.70	12512 Reed Ave	X	
\$ 172.70	10974 Henry Street	X	
\$ 172.70	10987 Henry St	X	
\$ 172.70	12236 Comstock St	X	
\$ 172.70	12239 Comstock St	X	
\$ 172.70	12273 Comstock St	X	
\$ 172.70	12283 Comstock St	X	
\$ 172.70	12288 Comstock St	X	
\$ 172.70	12290 Comstock	X	
\$ 172.70	12291 Comstock St	X	
\$ 172.70	12303 Comstock St	X	
\$ 172.70	12499 Comstock St	X	
\$ 172.70	12538 Comstock St	X	
\$ 172.70	12554 Comstock St	X	
\$ 172.70	12572 Comstock St St	X	
\$ 172.70	12583 Comstock St St	X	
\$ 172.70	12608 Comstock St	X	
\$ 172.70	12626 Comstock St Street	X	
\$ 172.70	12645 Comstock St St	X	
\$ 172.70	12676 Comstock St	X	
\$ 172.70	10833 Utley Avenue	X	
\$ 172.70	10836 Utley Avenue	X	
\$ 172.70	10845 Utley Avenue	X	
\$ 172.70	10861 Utley Avenue	X	
\$ 172.70	10868 Utley Avenue	X	
\$ 172.70	10877 Utley Avenue	X	
\$ 172.70	12251 Center St W	X	
\$ 172.70	12315 Center Street	X	
\$ 172.70	12335 Center St	X paid yr fee	
\$ 172.70	12439 Center St	X	
\$ 172.70	12476 Center Street	X	
\$ 172.70	12546 Center	X	
\$ 172.70	12556 Center St	X	
\$ 172.70	12612 Center	X	
\$ 172.70	10975 Kepler Avenue	X	

<u>YEARLY</u>			
<u>BILLING</u>			
<u>AMOUNT 2022</u>	<u>SERVICE ADDRESS</u>	<u>PAID</u>	<u>Unpaid</u>
\$ 172.70	11016 Kepler	X	
\$ 172.70	11006 Kepler	X	
\$ 218.10	12489 Center St	X	
\$ 345.50	12302 Comstock St	X	
\$ 518.10	12455 Comstock St		172.7
\$ 518.10	10825 Utley Avenue	X	
\$ 720.00	10869 Brown St		\$ 720.00
\$ 1,200.00	12543 Reed Ave	X	
\$ 3,082.40	Hotel Conneaut -12241 Lake St	X	

Total: \$ 1,324.70

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RE-2-D Provide the following in Microsoft Excel format with all cells enabled and all formulas intact:

- A. Conneaut Lake Park Water Corporation, Inc. Filing, Schedule D, Statements of Income; and
- B. Conneaut Lake Park Water Corporation, Inc. Filing, Schedule D, Income Tax Calculation.

RESPONSE:

- A. Please see 'I&E-RE-2 Attachment' for the Excel format of Schedule D, Statements of Income and Income Tax Calculation.
- B. Please see 'I&E-RE-2 Attachment' for the Excel format of Schedule D, Statements of Income and Income Tax Calculation.

Responsible Witness: C. Heppenstall
Date: 10-10-23

Name of Utility: **Conneaut Lake Park Water Corporation****Statements of Income**

	Actual for the Year Ended 12/2022		Annualization Adjustments (3)	Totals as Annualized (4=2+3)	Proposed Increase (5)	Totals after Increase (6=4+5)
	Prior Year 2021	Test Year 2022				
	(1)	(2)				
Total Revenue: 1	\$ 22,000	\$ 19,500	\$ 7,055	\$ 26,555	\$ 257,797	\$ 284,352
Operating Expenses:						
601.0 Operator	\$ 24,000	\$ 24,000		\$ 24,000		\$ 24,000
620.0 Operating Supplies				-		-
601.0 Maintenance Labor				-		-
620.0 Maintenance Supplies				-		-
610.0 Purchased Water				-		-
615.0 Purchased Power	21,500	23,000		23,000		23,000
635.0 Testing Expense				-		-
618.0 Chemicals				-		-
655.0 Insurance				-		-
601.0 General Office Salaries				-		-
675.0 General Office Expenses	3,500	3,500	\$ -	3,500		3,500
675.0 Uncollectible Accounts			1,325	1,325	\$ 12,893	14,218
665.0 Rate Case Expense			20,000	20,000		20,000
403.0 Depreciation Expense	39,422	41,834	1,113	42,947		42,947
675.0 Other Misc. Expenses				-		-
Taxes:						
409.0 Federal Income Taxes		\$ -		-	\$ 29,033	\$ 29,033
409.0 State Income Taxes		-		-	13,656	13,656
408.0 All Other Taxes				-		-
Total Expenses	\$ 88,422	\$ 92,334	\$ 22,437	\$ 114,772	\$ 55,582	\$ 170,354
Net Operating Income	\$ (66,422)	\$ (72,834)	\$ (15,382)	\$ (88,217)	\$ 202,215	\$ 113,998
421.0 Non-Operating Income				\$ -		-
Non-Operating Deductions:						
426.0 Other				-		-
427.0 Interest	\$ -			-		-
Net Income	\$ (66,422)	\$ (72,834)	\$ (15,382)	\$ (88,217)	\$ 202,215	\$ 113,998

1. Carried over from Statements of Revenues

CONNEAUT LAKE PARK WATER CORPORATION
 Income Tax Calculation

Schedule D (cont.)

Description	Test Year Income Taxes at Present Rates	Pro Forma Proposed Income Taxes
TAXABLE INCOME - STATE (Current)	\$ (88,217)	\$ 156,688
INCOME TAXES - STATE Current at 8.99%	-	14,086
TAXABLE INCOME - FEDERAL (Current)	\$ (88,217)	\$ 142,601
INCOME TAXES - FEDERAL Current at 21%	-	29,946

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RE-3-D Reference Conneaut Lake Park Water Corporation, Inc. filing Schedule D, Statements of Income, provide a similar schedule (in pdf and Microsoft Excel format with all cells enabled and formulas intact) with an additional column prior to the existing Column 1 for Prior Year 2020 data.

RESPONSE:

Please see 'I&E-RE-3-D Attachment' for Schedule D that includes prior year 2020 data. Please note that the information for year 2020 is sourced from the PUC Annual Reports of the previous owners of the water system, Trustees of Conneaut Lake Park, Inc.

Responsible Witness: C. Heppenstall

Date: 10-10-23

Name of Utility: Conneaut Lake Park Water Corporation

Statements of Income

	Actual for the Year Ended 12/2022			Annualization Adjustments (4)	Totals as Annualized (5=3+4)	Proposed Increase (6)	Totals after Increase (7=5+6)
	Prior Year 2020 ² (1)	Prior Year 2021 ² (2)	Test Year 2022 (3)				
Total Revenue: 1	\$ 38,379	\$ 22,000	\$ 19,500	\$ 7,055	\$ 26,555	\$ 257,797	\$ 284,352
Operating Expenses:							
601.0 Operator	\$ 11,000	\$ 24,000	\$ 24,000		\$ 24,000		\$ 24,000
620.0 Operating Supplies					-		-
601.0 Maintenance Labor					-		-
620.0 Maintenance Supplies	18				-		-
610.0 Purchased Water					-		-
615.0 Purchased Power		21,500	23,000		23,000		23,000
635.0 Testing Expense	2,236				-		-
618.0 Chemicals	2,682				-		-
655.0 Insurance	8,338				-		-
601.0 General Office Salaries					-		-
675.0 General Office Expenses	3,692	3,500	3,500	\$ -	3,500		3,500
675.0 Uncollectible Accounts				1,325	1,325	\$ 12,893	14,218
665.0 Regulatory Commission Expenses	741						
665.0 Rate Case Expense				20,000	20,000		20,000
403.0 Depreciation Expense	33,269	39,422	41,834	1,113	42,947		42,947
675.0 Other Misc. Expenses					-		-
Taxes:							
409.0 Federal Income Taxes			\$ -		-	\$ 29,033	\$ 29,033
409.0 State Income Taxes			-		-	13,656	13,656
408.0 All Other Taxes					-		-
Total Expenses	\$ 61,976	\$ 88,422	\$ 92,334	\$ 22,437	\$ 114,772	\$ 55,582	\$ 170,354
Net Operating Income	\$ (23,597)	\$ (66,422)	\$ (72,834)	\$ (15,382)	\$ (88,217)	\$ 202,215	\$ 113,998
421.0 Non-Operating Income					\$ -		-
Non-Operating Deductions:							
426.0 Other					-		-
427.0 Interest	\$ -	\$ -			-		-
Net Income	\$ (23,597)	\$ (66,422)	\$ (72,834)	\$ (15,382)	\$ (88,217)	\$ 202,215	\$ 113,998

1. Carried over from Statements of Revenues

2. Information is sourced from the PUC Annual Reports of the previous owners of the water system, Trustees of Conneaut Lake Park, Inc.

CONNEAUT LAKE PARK WATER CORPORATION
 Income Tax Calculation

Schedule D (cont.)

Description	Test Year Income Taxes at Present Rates	Pro Forma Proposed Income Taxes
TAXABLE INCOME - STATE (Current)	\$ (88,217)	\$ 156,688
INCOME TAXES - STATE Current at 8.99%	-	14,086
TAXABLE INCOME - FEDERAL (Current)	\$ (88,217)	\$ 142,601
INCOME TAXES - FEDERAL Current at 21%	-	29,946

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RE-4-D Reference Conneaut Lake Park Water Corporation, Inc. filing Schedule D, Income Tax Calculation, concerning income taxes, provide the following:

- A. The calculation supporting the pro forma proposed taxable state income amount of \$151,908;
- B. The calculation supporting the pro forma proposed taxable federal income amount of \$138,251;
- C. Pennsylvania state income tax return for Conneaut Lake Park Water Corporation, Inc. for the year ended December 31, 2020, and the HTY; and
- D. Federal income tax return for Conneaut Lake Park Water Corporation, Inc. for the year ended December 31, 2020, and the HTY.

RESPONSE:

A. The proposed taxable state income amount equals the total revenue in column 6 of Schedule D, Statements of Income minus the total Operating Expenses in column 6, which is calculated taking \$284,352 of proposed revenue minus \$132,444 in Operating Expenses to equal \$151,908 in proposed taxable state income. Please also reference the response to I&E-RE-2-D.

B. The proposed taxable federal income is calculated by subtracting the \$13,656 of calculated proposed state income taxes from the \$151,908 of state taxable income to equal \$138,251 in federal taxable income. Please also reference the response to I&E-RE-2-D.

C. & D. Please see 'I&E-RE-4-D Attachment' for the 2022 state and federal income tax returns.

Responsible Witness: C. Heppenstall

Date: 10-10-23

2203114364

PA-40 Schedule C - 2022
(05-22) Profit or Loss From Business or Profession (Sole Proprietorship)

[REDACTED] TODD JOSEPH
WATER COMPANY UTILITIES
863734762 CLP WATER PARK LLC
713 BROAD ACRES RD
NARBERTH PA 19072
Method of Inventory: C=Cost, L=Lower of cost or market, O=Other
Accounting Method: A=Accrual, C=Cash, O=Other
Home office expenses deducted
221000 Business out of existence
Any change in determining quantities, costs or valuations

1a. Gross receipts or sales	1A	19500	2. Cost of goods sold/operations	2	0
1b. Returns and allowances	1B	0	3. Gross profit	3	19500
1c. Balance	1C	19500	4. Other Income (submit statement)	4	0
			5. Total income	5	19500
6. Advertising	6	0	28. Supplies (not included on Schedule C-1)	28	0
7. Amortization	7	0	29. Taxes	29	0
8. Bad debts from sales or services	8	0	30. Telephone	30	0
9. Bank charges	9	0	31. Travel and entertainment	31	0
10. Car and truck expenses	10	0	32. Utilities	32	0
11. Commissions	11	0	33. Wages	33	0
12. Cost depletion not % depletion	12	0	34. IDCs (1/3 current expensing)	34	0
			35. IDCs (amortization)	35	0
			36. Start-up costs (direct expense)	36	0
13a. Regular depreciation	13A	10333	37. Other expenses (specify):		
13b. Section 179 expense	13B	0			
14. Dues and publications	14	0	A	A	0
15. Other employee benefit programs	15	0	B	B	0
16. Freight (not on Schedule C-1)	16	0	C	C	0
17. Insurance	17	0	D	D	0
18. Interest on business indebtedness	18	0	E	E	0
			F	F	0
19. Laundry and cleaning	19	0	G	G	0
20. Legal and professional services	20	0	H	H	0
21. Management fees	21	0	I	I	0
22. Office supplies	22	0	J	J	0
23. Pension and profit-sharing plans	23	0			
24. Postage	24	0	37. Total other expenses	37	0
25. Rent on business property	25	0	38. Total expenses (add Lines 6 through 37)	38	34333
26. Repairs	26	0	39. Net profit or loss	39	-14833
27. Subcontractor fees	27	24000			



2203214370

PA-40 Schedule C - 2022

Social Security Number

Name of owner

TODD JOSEPH

SCHEDULE C-1 - Cost of Goods Sold and/or Operations

1. Inventory at beginning of year (if different from last year's closing inventory, include explanation)	1	0
2a. Purchases	2A	0
2b. Cost of items withdrawn for personal use	2B	0
2c. Balance (subtract Line 2b from Line 2a)	2C	0
3. Cost of labor (do not include salary paid to yourself or subcontractor fees)	3	0
4. Materials and supplies	4	0
5. Other costs (include schedule)	5	0
6. Add Lines 1, 2c, 3, 4, and 5	6	0
7. Inventory at end of year	7	0
8. Cost of goods sold and/or operations (subtract Line 7 from Line 6) Enter here and on Section I, Line 2	8	0

SCHEDULE C-2 - Depreciation (See Instructions)

1. Total Section 179 depreciation (do not include in items below)	1	0
2. Less: Section 179 depreciation included in Schedule C-1	2	0
3. Balance (subtract Line 2 from Line 1). Enter here and on Section II, Line 13b	3	0

4. Other depreciation:

Description of property (a)	Date acquired (b)	Cost or other basis (c)	Depreciation allowed or allowable in prior years (d)	Method of computing depreciation (e)	Life or rate (f)	Depreciation for this year (g)
Buildings	4A	0	0			0
Furniture/fixtures	4B	0	0			0
Trans. equipment	4C	0	0			0
Machinery	4D	0	0			0
Other (specify)						
WATER	4E 07012021	403000	4735	SL	39	10333
	4F	0	0			0
	4G	0	0			0
	4H	0	0			0
	4I	0	0			0
	4J	0	0			0
	4K	0	0			0
	4L	0	0			0
	4M	0	0			0
	4N	0	0			0
	4O	0	0			0
	4P	0	0			0

5. Totals		403000			5	10333
6. Depreciation included in Schedule C-1					6	0
7. Balance (subtract Line 6 from Line 5) Enter here and on Section II, Line 13a					7	10333



**SCHEDULE C
(Form 1040)**

Profit or Loss From Business
(Sole Proprietorship)

OMB No. 1545-0074

2022

Department of the Treasury
Internal Revenue Service

Go to www.irs.gov/ScheduleC for instructions and the latest information.

Attachment
Sequence No. **09**

Attach to Form 1040, 1040-SR, 1040-NR, or 1041; partnerships must generally file Form 1065.

Name of proprietor

Social security number (SSN)

TODD JOSEPH

XXX-XX-XXXX

A Principal business or profession, including product or service (see instructions)

B Enter code from instructions

WATER COMPANY

221000

C Business name. If no separate business name, leave blank.

D Employer ID number (EIN) (see instr.)

CLP WATER PARK LLC

86-3734762

E Business address (including suite or room no.) 713 BROAD ACRES RD

City, town or post office, state, and ZIP code Narberth, PA 19072

F Accounting method: (1) Cash (2) Accrual (3) Other (specify)

G Did you "materially participate" in the operation of this business during 2022? If "No," see instructions for limit on losses. Yes No

H If you started or acquired this business during 2022, check here Yes No

I Did you make any payments in 2022 that would require you to file Form(s) 1099? See instructions Yes No

J If "Yes," did you or will you file required Form(s) 1099? Yes No

Part I Income

1	Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked <input type="checkbox"/>	1	19,500
2	Returns and allowances	2	0
3	Subtract line 2 from line 1	3	19,500
4	Cost of goods sold (from line 42)	4	
5	Gross profit. Subtract line 4 from line 3.	5	19,500
6	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6	
7	Gross income. Add lines 5 and 6	7	19,500

Part II Expenses. Enter expenses for business use of your home **only** on line 30.

8	Advertising	8		18	Office expense (see instructions)	18	
9	Car and truck expenses (see instructions)	9		19	Pension and profit-sharing plans	19	
10	Commissions and fees	10		20	Rent or lease (see instructions):	20	
11	Contract labor (see instructions)	11	24,000	a	Vehicles, machinery, and equipment	20a	
12	Depletion	12		b	Other business property	20b	
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13	10,333	21	Repairs and maintenance	21	65,784
14	Employee benefit programs (other than on line 19)	14		22	Supplies (not included in Part III)	22	
15	Insurance (other than health)	15		23	Taxes and licenses	23	
16	Interest (see instructions):			24	Travel and meals:		
a	Mortgage (paid to banks, etc.)	16a		a	Travel	24a	
b	Other	16b		b	Deductible meals (see instructions)	24b	
17	Legal and professional services	17		25	Utilities	25	
18	Total expenses before expenses for business use of home. Add lines 8 through 27a	18		26	Wages (less employment credits)	26	
19	Tentative profit or (loss). Subtract line 28 from line 7	19		27a	Other expenses (from line 48)	27a	
20	Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method. See instructions.	20		b	Reserved for future use	27b	
	Simplified method filers only: Enter the total square footage of (a) your home: _____ and (b) the part of your home used for business: _____ . Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30	30		28		28	100,117
31	Net profit or (loss). Subtract line 30 from line 29.	31		29		29	(80,617)
	• If a profit, enter on both Schedule 1 (Form 1040), line 3 , and on Schedule SE, line 2 . (If you checked the box on line 1, see instructions.) Estates and trusts, enter on Form 1041, line 3 .					31	(80,617)
	• If a loss, you must go to line 32.						
32	If you have a loss, check the box that describes your investment in this activity. See instructions.					32a	<input checked="" type="checkbox"/> All investment is at risk.
	• If you checked 32a, enter the loss on both Schedule 1 (Form 1040), line 3 , and on Schedule SE, line 2 . (If you checked the box on line 1, see the line 31 instructions.) Estates and trusts, enter on Form 1041, line 3 .					32b	<input type="checkbox"/> Some investment is not at risk.
	• If you checked 32b, you must attach Form 6198 . Your loss may be limited.						

For Paperwork Reduction Act Notice, see the separate instructions.

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RE-5-D Reference Conneaut Lake Park Water Corporation, Inc. filing Schedule D, Statements of Income, concerning Operator Expense. Provide a detailed breakdown with supporting documentation, including all workpapers, receipts, and/or invoices, of the \$24,000 incurred in the HTY.

RESPONSE:

See attached Operator Agreement and four quarterly invoices.

Responsible Witness: T. Joseph/C. Heppenstall

Date: 10-10-23

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 Conneaut Lake Water Corporation Inc.

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 Conneaut Lake Water Corporation Inc. 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.

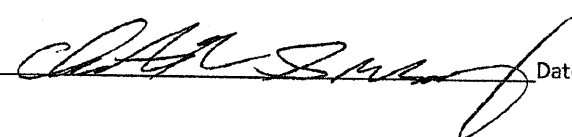
Disclaimer:

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

P.O. Box 463
Sandy Lake, PA 16145
Phone: (724)376-7013

Website: kestonewatersystems.com

INVOICE

DATE	1/29/2022
INVOICE #	[4066]
CUSTOMER ID	[clp]
DUE DATE	upon receipt

BILL TO

Todd Joseph Properties
Todd Joseph
(610)563-7556
tjosephproperties@hotmail.com

DESCRIPTION	TAXED	AMOUNT
certified operator for Conneaut Lake Park Water Plant. 4 month period (March, April, May, June, 2022)	exempt	

Subtotal	6,000.00
Taxable	-
Tax rate	0.000%
Tax due	-
Other	-
TOTAL	\$ 6,000.00

OTHER COMMENTS

1. Total payment due in 30 days
2. Please include the invoice number on your check
3. Please include a 2% late fee if payment is past 30 days.

Make all checks payable to
Keystone Water Systems

If you have any questions about this invoice, please contact
Chris Greenberg (724)376-7013

Thank You For Your Business!

Keystone Water Systems

INVOICE

P.O. Box 463
Sandy Lake, PA 16145
Phone: (724)376-7013

Website: kestonewatersystems.com

DATE	2/28/2022
INVOICE #	[4070]
CUSTOMER ID	[clp]
DUE DATE	upon receipt

BILL TO

CLP Water Park LLC
Todd Joseph
(610)563-7556
tjosephproperties@hotmail.com

DESCRIPTION	TAXED	AMOUNT
certified operator for Conneaut Lake Park Water Plant. 3 month period (March, April, May 2023)	exempt	6,000.00

Subtotal	6,000.00
Taxable	-
Tax rate	0.000%
Tax due	-
Other	-
TOTAL	\$ 6,000.00

OTHER COMMENTS

1. Total payment due in 30 days
2. Please include the invoice number on your check
3. Please include a 2% late fee if payment is past 30 days.

Make all checks payable to
Keystone Water Systems

If you have any questions about this invoice, please contact
Chris Greenberg (724)376-7013

Thank You For Your Business!

Keystone Water Systems

INVOICE

P.O. Box 463
Sandy Lake, PA 16145
Phone: (724)376-7013

Website: kestonewatersystems.com

DATE	8/31/2022
INVOICE #	[4068]
CUSTOMER ID	[clp]
DUE DATE	upon receipt

BILL TO

CLP Water Park LLC
Todd Joseph
(610)563-7556
tjosephproperties@hotmail.com

DESCRIPTION	TAXED	AMOUNT
certified operator for Conneaut Lake Park Water Plant.	exempt	
3 month period (Sept, Oct, Nov 2022)		6,000.00
replaced pressure control at tower(July) power surge		500.00
replaced pressure control at tower(August) factory defect sent back to factory under warranty but had to get replacement Purchased 2 used controls from ebay as backup once original is returned will have 3 units		550.00

Subtotal	7,050.00
Taxable	-
Tax rate	0.000%
Tax due	-
Other	-
TOTAL	\$ 7,050.00

OTHER COMMENTS

1. Total payment due in 30 days
2. Please include the invoice number on your check
3. Please include a 2% late fee if payment is past 30 days.

Make all checks payable to
Keystone Water Systems

If you have any questions about this invoice, please contact
Chris Greenberg (724)376-7013

Thank You For Your Business!

Keystone Water Systems

INVOICE

P.O. Box 463
Sandy Lake, PA 16145
Phone: (724)376-7013

Website: kestonewatersystems.com

DATE	11/30/2022
INVOICE #	[4069]
CUSTOMER ID	[clp]
DUE DATE	upon receipt

BILL TO

CLP Water Park LLC
Todd Joseph
(610)563-7556
tjosephproperties@hotmail.com

DESCRIPTION	TAXED	AMOUNT
certified operator for Conneaut Lake Park Water Plant.	exempt	
3 month period (Dec, Jan, Feb)		6,000.00
replaced pressure control at tower(July) power surge		500.00
replaced pressure control(August)		

Subtotal	6,500.00
Taxable	-
Tax rate	0.000%
Tax due	-
Other	-
TOTAL	\$ 6,500.00

OTHER COMMENTS

1. Total payment due in 30 days
2. Please include the invoice number on your check
3. Please include a 2% late fee if payment is past 30 days.

Make all checks payable to
Keystone Water Systems

If you have any questions about this invoice, please contact
Chris Greenberg (724)376-7013

Thank You For Your Business!

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RE-6-D Reference Conneaut Lake Park Water Corporation, Inc. filing Schedule D, Statements of Income, concerning Purchased Power Expense. Provide a detailed breakdown with supporting documentation, including all receipts and invoices, of the \$23,000 incurred in the HTY.

RESPONSE:

Please reference response to TUS-1-6 for the supporting documentation for purchased power expense.

Responsible Witness: C. Heppenstall
Date: 10-10-23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RE-7-D Reference Conneaut Lake Park Water Corporation, Inc. filing Schedule D, Statements of Income, concerning General Office Expenses:

- A. Provide a detailed breakdown with supporting documentation, including all receipts and invoices, of the \$3,500 incurred in the HTY.
- B. Provide all supporting documentation available for the annualization adjustment of \$4,780.

RESPONSE:

- A. General Office Expense includes the expense for billing and customer service and management of the water system. The accounting for 2022 is shown below. The total is \$9,234.07 only \$3,500 was claimed as management time was excluded due to lack of funding.

	<u>Amount</u>	<u>Item</u>	<u>Total</u>
Paper	3	\$ 7.57	\$ 22.71
Ink	2	\$ 33.99	\$ 67.98
Envelopes	2	\$ 8.69	\$ 17.38
Stamps	2	\$ 63.00	\$ 126.00
Labor costs	150	\$ 20.00	\$3,000.00
Subtotal			<u>\$3,234.07</u>
Management			<u>\$6,000.00</u>
Total			<u>\$9,234.07</u>

- B. The Company anticipates an additional \$4,780 in General Office costs due to monthly billing to customers. These costs are broken out as follows:

Stamps	\$ 840
Envelopes	240
Paper	100
Ink	1,200
Labor	2,400
Total	\$4,780

Responsible Witness: T. Joseph/C. Heppenstall

Date: 10-10-23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RE-8-D Regarding affiliated companies:

- A. Provide a complete organizational chart of commonly owned companies, including holding and/or parent companies and all subsidiaries/sister companies, of which Conneaut Lake Park Water Corporation, Inc. is a part. In the response, indicate whether each identified company is a regulated or a non-regulated entity.
- B. Identify all entities affiliated with Conneaut Lake Park Water Corporation, Inc. and describe the nature of the affiliation.
- C. Provide a list of Commission docket numbers for all affiliated interest agreements, and copies of any agreements not yet reviewed and/or approved by the Commission.

RESPONSE:

- A. CLP Water Park LLC is the sole shareholder of Conneaut Lake Park Water Corporation, Inc. There are no other commonly owned companies associated with those two companies. Water Corporation is the only regulated entity.
- B. CLP Water Park LLC is the sole shareholder of Conneaut Lake Park Water Corporation, Inc.
- C. None.

Responsible Witness: T. Joseph
Date: 10-10-23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RE-9-D Indicate whether Conneaut Lake Park Water Corporation, Inc. performs services or receives services from any commonly owned entity. If yes, provide the following:

- A. Copies of all source documents and related workpapers for allocation factors used to allocate funds for services performed for or by any affiliated companies;
- B. A list of general ledger account numbers/names of all accounts to which expenses are allocated; and
- C. A breakdown of 2020, 2021 and 2022 actual expenses, and the FTY claims by year for expenses allocated from any commonly owned company by type.

RESPONSE:

- A. Conneaut Lake Park Water Corporation, Inc. performs no services or receives no services from any commonly owned entity.
- B. N/A
- C. N/A

Responsible Witness: T. Joseph

Date: 10-10-23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RE-10-D Reference Conneaut Lake Park Water Corporation, Inc. filing, Schedule D, Statements of Income, concerning the absence of a chemical expense claim:

- A. Provide a detailed explanation for the absence of expenses related to chemicals for water treatment.
- B. Provide actual chemical expense incurred for 2020, 2021, and 2022 by calendar year, and the FTY claim amount along with the account number in which this expense is included.

RESPONSE:

- A. Conneaut Lake Park Water system is operated by Keystone Water Systems, therefore the costs related to chemicals for water treatment are included in the \$24,000 Operator expense claim.
- B. Information prior to March 2023 is not available for the Company except for what is provided in the annual reports to the PUC of the previous owners, Trustees of Conneaut Lake Park, Inc.

Chemicals Expense in Annual Reports:

- 2020: \$2,682
- 2021: \$463
- 2022: This information is not available.
- FTY: See response to part A. The chemicals are included with the Operator expense.

Responsible Witness: T. Joseph/C. Heppenstall

Date: 10-10-23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RE-11-D Reference Conneaut Lake Park Water Corporation, Inc. filing, Schedule D, Statements of Income, concerning rate case expense, provide the following details for the three most recent base rate proceedings filed with the Commission:

- A. Docket number, date of the filing, and method of resolution, i.e., settlement or litigation;
- B. Forecasted rate case expense and actual rate case expense incurred; and
- C. Effective date of each rate increase.

RESPONSE:

This is the first rate case filed by the Company. Therefore, the responses to A., B., and C. are "Not Applicable."

Responsible Witness: C. Heppenstall
Date: 10-10-23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RE-12-D Reference Conneaut Lake Park Water Corporation, Inc. filing, Schedule D, Statements of Income, concerning rate case expense, provide the following:

- A. Breakdown by category of Conneaut Lake Park Water Corporation, Inc.'s actual rate case expenses from its prior rate case filing;
- B. Copies of all outside service contract agreements for rate case-related services for the current filing;
- C. Receipts, bills, and estimates for rate case expenses incurred to date for the current filing;
- D. Support for the three-year normalization of rate case expense for the instant proceeding as stated in the Statement of Reasons, p. 3;
- E. Supporting breakdown for the \$60,000 total claimed rate case expense for the instant proceeding;
- F. An estimated breakdown of rate case expense for the current proceeding:
 1. If the case is settled prior to testimony; and
 2. If the case is settled after testimony is prepared by the parties.

RESPONSE:

- A. This is the first rate case filed by the Company, not applicable.
- B. Please see 'I&E-RE-12-D Attachment.
- C. Please see 'I&E-RE-12-D Attachment.

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

- D. This is the Company's first rate case so there is no history of time between rate cases. Therefore, a normalization of rate case expense over several years is appropriate as the expense for a rate case is only incurred during the period of the actual rate case but the benefits of increased rates last more than one year.
- E. Please see responses to parts B and C. The estimate of the contracts prior to filing totaled \$60,000 and the year to date of rate case expense rate case expense invoiced through August 31, 2023 totals \$19,546. As the expenses through August 31, 2023 in 'IE-RE-12-D Attachment' do not include responding to interrogatories or rebuttal testimony, the \$60,000 claim is reasonable for this rate case expense claim, and, if anything, it may be low.
- F. We are unable at this time to provide a reliable estimate of the costs that will be incurred either if the case is settled prior to testimony or if the case is settled after testimony is prepared by the parties. All we can say is that settling before the hearing will result in lower costs.

Responsible Witness: C. Heppenstall

Date: 10-10-23



**Gannett Fleming Valuation
and Rate Consultants, LLC**

Corporate Headquarters
207 Senate Avenue
Camp Hill, PA 17011
P 717.763.7211 | F 717.763.8150
gannettfleming.com

April 28, 2023

Via email to: Tjosephproperties@hotmail.com

Conneaut Lake Park Water Corporation, Inc.
Attn: Todd Joseph
713 Broad Acres Road
Narberth, PA 19072

Dear Todd:

Proposal for Rate Consulting Services re Water Rate Case Filing

Gannett Fleming Valuation and Rate Consultants, LLC (Gannett Fleming) is pleased to submit this proposal to provide water rate consulting services to Conneaut Lake Park Water Corporation, Inc. (Corporation) related to its small utility rate case. Our submittal is based on information from our conversations with Corporation personnel and our experience in providing rate case consulting services to other utilities. This proposal provides our understanding of the scope of services and an estimate of our fees.

SCOPE OF SERVICES

We understand that the Corporation requires a consultant who has a thorough understanding of rate case procedures before the Pennsylvania Public Utility Commission (PUC). The Corporation plans to prepare to file a water base rate case with the PUC as soon as practical.

The filing will be under the Title 52, Chapter 53 Section 53.54 regulations which give guidance for the filing for small water companies with revenue under \$250,000 per year. Gannett Fleming will aid the Corporation in filing the necessary forms in order to apply for an increase in water rates.

The proposed rate structure for the water operations will consider existing rate structures and input from Corporation management. A proof of revenue schedule will be prepared to ensure that the proposed rate structures generate the desired level of revenue requirement.

Subsequent to the filing of the rate case, Gannett Fleming will respond to data requests from the PUC and other parties.



ESTIMATE OF FEES

Gannett Fleming proposes to provide the water rate consulting services on the basis of hourly billing rates for our personnel in effect at the time the work is performed, plus reimbursement of direct expenses. A copy of our current billing rates is attached. Direct expenses include expenditures such as transportation, meals, lodging, incidental expenses incurred while working at the client's location, and any other expenses required by virtue of the assignment and not incidental to the normal conduct of business.

Based on our experience conducting similar assignments, we estimate that our fees up to the filing date will be approximately \$19,000. The foregoing estimate of costs to conduct the assignment up to the filing date excludes those services required subsequent to the filing, as we have little control over the effort required for discovery and hearings. Post-filing work will be performed at our hourly rates in effect at the time the services are rendered.

If the foregoing proposal is acceptable, please have it executed below by an authorized official of the Corporation and email a copy to Cheryl Rutter, our Administrative Manager, at crutter@gfnet.com with a copy to Connie Heppenstall at cheppenstall@gfnet.com.

Thank you for the opportunity to submit this proposal for your consideration. If you have any questions with respect to the scope of services or estimate of costs, please contact Connie at 610-783-3785 or via email at cheppenstall@gfnet.com.

Respectfully submitted,

GANNETT FLEMING VALUATION
AND RATE CONSULTANTS, LLC

A handwritten signature in black ink that reads 'John J. Spanos'.

JOHN J. SPANOS
President

A handwritten signature in black ink that reads 'Constance E. Heppenstall'.

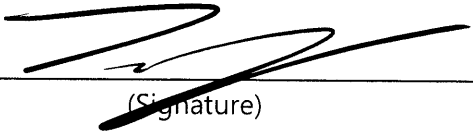
CONSTANCE E. HEPPENSTALL
Project Manager, Rate Studies

CEH/mle



Conneaut Lake Park Water Corporation, Inc. accepts the foregoing Proposal and authorizes Gannett Fleming Valuation and Rate Consultants, LLC to proceed with the services described herein.

ACCEPTED BY:



(Signature)

Todd Joseph

(Printed Name)

Owner

(Title)

6-15-23

(Date)



GANNETT FLEMING VALUATION AND RATE CONSULTANTS, LLC

2023 BILLING RATES

<u>Personnel</u>	<u>Hourly Rate</u>
SUPERVISORY STAFF	
John J. Spanos, President	\$310.00
Ned W. Allis, Vice President	280.00
Harold Walker, III, Manager, Financial Studies	280.00
Constance E. Heppenstall, Senior Project Manager, Rate Studies	270.00
John F. Wiedmayer, Jr., Senior Project Manager, Depreciation Studies	260.00
STAFF	
Senior Analysts	200.00
Analysts	190.00
Associate Analysts	180.00
Assistant Analysts III	170.00
Assistant Analysts II	160.00
Assistant Analysts I	150.00
Senior Technicians	130.00
Support Staff	130.00



**GANNETT
FLEMING**

Conneaut Lake Park Water Corporation, Inc.
Docket No. R-2023-3041575

I&E-RE-12-D Attachment
Page 5 of 10

Check Payment Information:
Gannett Fleming Valuation and Rate Consultants, LLC
PO Box 829160, Philadelphia, PA 19182-9160 Federal EIN: 46-4413705
ACH/EFT Payment Information:
Account Name: Gannett Fleming Companies ABA: 031312738
Account No.: 5003165655
Send Remit Info: AccountsReceivable@gfnet.com
Send Audit Inquiries: GovtContractAudit@gfnet.com
All Other Inquires Contact the Project Team

Attention: Todd Joseph
Conneaut Lake Park Water Corporation Inc
713 Broad Acres Road
Narberth, PA 19072
UNITED STATES

Invoice : 0000024795
Invoice Date : 7/17/2023
Due Date: 8/16/2023
Project : 075496
Project Name : Conneaut Lake Park Water Corp-
ConsSvcsWtrRateFiling
Bill Term : 01

For Professional Services Rendered Through 6/30/2023

Consulting Services re Water Rate Case Filing

	Current
	Billings
000 - Consulting Services re Water Rate Case Filing	1,610.00
Total :	1,610.00
Current Billings	1,610.00
Amount Due This Bill	US 1,610.00

Constance E Heppenstall

000 - Consulting Services re Water Rate Case Filing

Rate Labor

<u>Class</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Constance E Heppenstall	5.00	270.000	1,350.00
Support Staff	2.00	130.000	260.00
Total Rate Labor	7.00		1,610.00

Total Bill Task : 000 - Consulting Services re Water Rate Case Filing **1,610.00**

Total Project : 075496 - Conneaut Lake Park Water Corp-Cons Svcs Wtr Rate Filing **1,610.00**



Check Payment Information:
 Gannett Fleming Valuation and Rate Consultants, LLC
 PO Box 829160, Philadelphia, PA 19182-9160 Federal EIN: 46-4413705
ACH/EFT Payment Information:
 Account Name: Gannett Fleming Companies ABA: 031312738
 Account No.: 5003165655
 Send Remit Info: AccountsReceivable@gfnet.com
 Send Audit Inquiries: GovtContractAudit@gfnet.com
 All Other Inquires Contact the Project Team

Attention: Todd Joseph
Conneaut Lake Park Water Corporation Inc
 713 Broad Acres Road
 Narberth, PA 19072
 UNITED STATES

Invoice : 0000025879
Invoice Date : 8/14/2023
Due Date: 9/13/2023
Project : 075496
Project Name : Conneaut Lake Park Water Corp-
 ConsSvcswtrRateFiling
Bill Term : 01

For Professional Services Rendered For 7/1/2023 Through 7/28/2023

Consulting Services re Water Rate Case Filing

		Current
		Billings
000 - Consulting Services re Water Rate Case Filing		2,955.00
Total :		2,955.00
	Current Billings	2,955.00
	Amount Due This Bill	US 2,955.00

Constance E Heppenstall

	Outstanding Receivables	<u>Invoice Number</u>	<u>Date</u>	<u>Amount</u>	<u>Balance Due</u>
		0000024795	7/17/2023	1,610.00	1,610.00
					1,610.00

000 - Consulting Services re Water Rate Case Filing

Rate Labor

<u>Class</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Analyst	1.00	190.000	190.00
Constance E Heppenstall	10.00	270.000	2,700.00
Support Staff	0.50	130.000	65.00
Total Rate Labor	11.50		2,955.00
Total Bill Task : 000 - Consulting Services re Water Rate Case Filing			2,955.00

Total Project : 075496 - Conneaut Lake Park Water Corp-ConsSvcsWtrRateFiling **2,955.00**



Check Payment Information:
Gannett Fleming Valuation and Rate Consultants, LLC
PO Box 829160, Philadelphia, PA 19182-9160 Federal EIN: 46-4413705
ACH/EFT Payment Information:
Account Name: Gannett Fleming Companies ABA: 031312738
Account No.: 5003165655
Send Remit Info: AccountsReceivable@gfnet.com
Send Audit Inquiries: GovtContractAudit@gfnet.com
All Other Inquires Contact the Project Team

Attention: Todd Joseph
Conneaut Lake Park Water Corporation Inc
713 Broad Acres Road
Narberth, PA 19072
UNITED STATES

Invoice : 0000027541
Invoice Date : 9/25/2023
Due Date: 10/25/2023
Project : 075496
Project Name : Conneaut Lake Park Water Corp-
ConsSvcsWtrRateFiling
Bill Term : 01

For Professional Services Rendered For 7/29/2023 Through 8/25/2023

Consulting Services re Water Rate Case Filing

	<u>Current</u> <u>Billings</u>
000 - Consulting Services re Water Rate Case Filing	1,660.00
Total :	<u>1,660.00</u>
Current Billings	<u>1,660.00</u>
Amount Due This Bill	US <u><u>1,660.00</u></u>

Constance E Heppenstall

000 - Consulting Services re Water Rate Case Filing

Rate Labor

<u>Class</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Analyst	2.00	190.000	380.00
Constance E Heppenstall	4.50	270.000	1,215.00
Support Staff	0.50	130.000	65.00
Total Rate Labor	7.00		1,660.00

Total Bill Task : 000 - Consulting Services re Water Rate Case Filing **1,660.00**

Total Project : 075496 - Conneaut Lake Park Water Corp-ConsSvcsWtrRateFiling **1,660.00**

MARK J. SHAW, ESQ.
ADMITTED IN PA AND OH
DIRECT DIAL 814-870-7607
E-MAIL MSHAW@MIJB.COM

June 20, 2023

VIA FIRST CLASS AND ELECTRONIC MAIL

Conneaut Lake Park Water Corp.
c/o Todd Joseph
713 Broad Acres Road
Narberth, PA 19072

Re: Legal Representation

Dear Todd:

The purpose of this engagement letter is to confirm the terms and conditions upon which MacDonald, Illig, Jones & Britton LLP ("MacDonald Illig") will represent Conneaut Lake Park Water Corporation ("CLPWC") with respect to issues related to a request to increase rates and a petition to be exempted from metering requirements.

It is MacDonald Illig's practice to confirm in writing the identity of any client whom we represent, the nature of our undertaking on behalf of that client and our billing and payment arrangements with respect to our legal services.

You have asked MacDonald Illig to represent CLPWC in accordance with the scope described in the first paragraph of this letter.

In order to enable us to effectively render these services, CLPWC, has agreed to fully and accurately disclose all facts and to keep us apprised of all developments relating to this matter. You also have agreed to cooperate fully with us and make employees available for meetings, depositions, hearings, trial and other proceedings. Since the outcome of any matter is subject to the unpredictable risks inherent in the litigation process, CLPWC understands that MacDonald Illig has made no promises or guarantees concerning the outcome of this matter and cannot do so, and nothing in this letter shall be construed as such a promise or guarantee.

MacDonald Illig statements for professional services will be based upon the Firm's hourly rates for those lawyers and other Firm personnel who perform services on behalf of CLPWC. My hourly rate for this matter is \$345.00 per hour, which will remain in effect throughout 2023. Attached is our Fee Schedule through 2023.

June 20, 2023

Page -2-

I will assume primary responsibility for representing you in this matter and am a Senior Partner at MacDonald Illig. I may staff this matter with other attorneys, as I deem appropriate within my discretion, based on their levels of experience and areas of expertise, but I will supervise all legal work by them.

These hourly rates are reviewed on an annual basis due to the costs of doing business and are subject to increase, effective January 1, 2024. Unless notified in writing to the contrary, MacDonald Illig will assume that the CLPWC wants us to continue to represent them after we notify them of any such rate change, and all work performed after the effective date of any rate change will be billed at the new hourly rate.

The hourly rates do not include certain out-of-pocket costs which may be incurred by MacDonald Illig. In addition to hourly rates for professional services, MacDonald Illig will bill you for disbursements and other charges, including, but not limited to, filing fees, court reporter and expert witness fees, deposition costs, sheriff's costs, overnight delivery, courier services, postage, photocopying, reasonable business travel expenses and business meals.

It is MacDonald Illig's practice to render statements for professional services and related charges on a monthly basis, and we expect payment to be made within 30 days without regard to the status of this matter or the outcome of the negotiations. In the event that these statements are not timely paid, MacDonald Illig reserves the right to suspend services until satisfactory payment arrangements are made or, if necessary, to terminate its services. MacDonald Illig also reserves the right to immediately terminate services for lack of cooperation by the CLPWC. CLPWC, of course, may terminate our services at any time. Interest at the rate of 1% per month (12% annually) will be charged on all outstanding balances owed to us that are more than 45 days old.

CLPWC may terminate our legal representation at any time for any reason by notifying us in writing to do so. Upon our receipt of the notice to terminate our representation, we would cease all legal work immediately. CLPWC would be responsible for paying all legal fees, expenses and disbursements incurred until written notice of such termination is received by our law firm.

To the extent permitted or required by the rules of professional responsibility, rules of Court and/or applicable law, we may terminate our representation of CLPWC at any time fail to promptly pay our invoices, or if there would exist, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate.

MacDonald Illig will keep CLPWC and you as their representative, informed regarding the status of any matters covered by this letter. As appropriate, we would expect to send you as the representative for CLPWC, copies of significant papers prepared or received by us. If you have any questions about our services or the status of any matter, please feel free to contact me at any time.

June 20, 2023
Page -3-

At the conclusion of any matter, we will retain the CLPWC legal files for that matter for a period of five (5) years after we close our file. At the expiration of the five-year period, we will destroy these files **unless you notify us in writing that you wish to take possession of them.** We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying, and delivering such files.

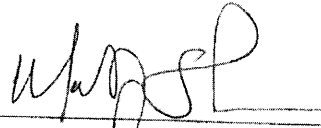
If you have any questions or if the terms of this engagement letter are not acceptable in any respect, please contact me at (814) 870-7607 so that we may discuss your questions or concerns. Otherwise, please sign a copy of this emailed engagement letter on behalf of your company, scan it and return same to me as soon as possible. You are also being sent an original letter via U.S. Mail. When you receive that, also please sign it and return to me in the self-addressed stamped envelope provided.

Thank you for permitting us to be of service.

Very truly yours,

MacDONALD, ILLIG, JONES & BRITTON LLP

By _____



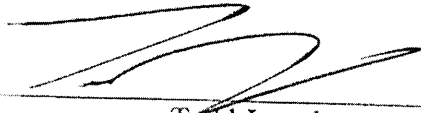
Mark J. Shaw

MJS/lmf/1827216.1
Enclosure

June 20, 2023
Page -4-

Intending to be legally bound hereby, I, on behalf of Conneaut Lake Park Water Corporation, acknowledge receipt of a copy of this engagement letter and agree to the terms set forth therein.

10-9-23
Date



Todd Joseph
Owner, Conneaut Lake Park Water Corp

MacDonald, Illig, Jones & Britton LLP
Schedule
Effective 01/01/2023- 12/31/2023

Senior Partners	\$ 345.00 Per Hour
Partners	\$ 325.00 Per Hour
Associates	
a. More Than Five Years	\$ 295.00 Per Hour
b. Fourth and Fifth Years	\$ 285.00 Per Hour
c. Second and Third Years	\$ 265.00 Per Hour
d. First Year	\$ 245.00 Per Hour
Senior Paralegal	\$ 185.00 Per Hour
Paralegals and Law Clerks	\$ 165.00 Per Hour

INVOICE

Conneaut Lake Park Water Corp.
tjosephproperties@hotmail.com

September 15, 2023
Invoice 593105
Page 1

Our File # 60642.0000
PUC Rate Case

For Services Through August 31, 2023

06/20/23

06/30/23

07/05/23

07/12/23

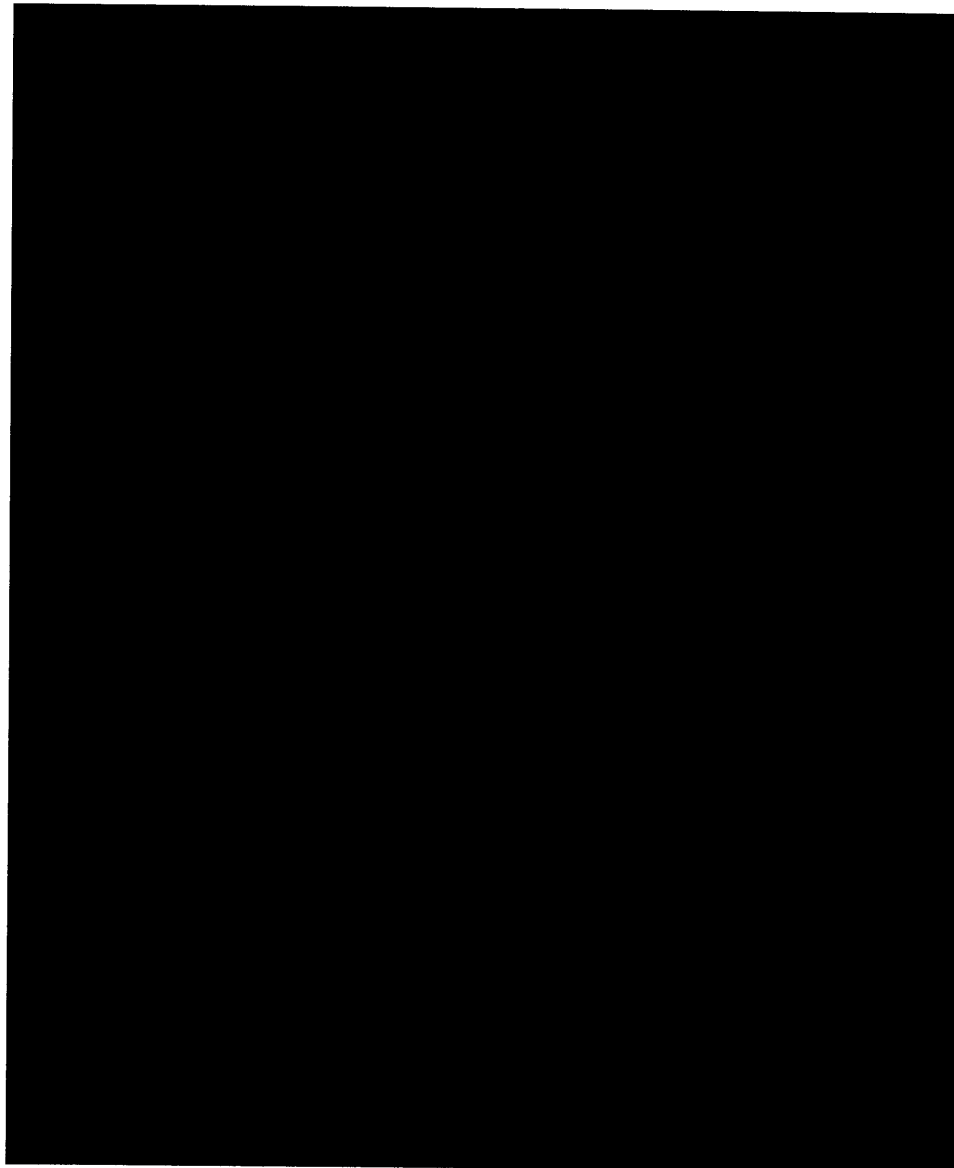
07/19/23

07/21/23

07/21/23

07/21/23

07/24/23



MACDONALD
ILLIG ATTORNEYS

MACDONALD ILLIG JONES & BRITTON LLP
100 STATE STREET • SUITE 700
ERIE, PA 16507-1459
OFFICE: 814-870-7600
MACDONALDILLIG.COM
TAX I.D. No. 25-0918810

Conneaut Lake Park Water Corp.
tjosephproperties@hotmail.com

September 15, 2023
Invoice 593105
Page 2

07/28/23

08/02/23

08/03/23

08/14/23

08/14/23

08/16/23

08/17/23

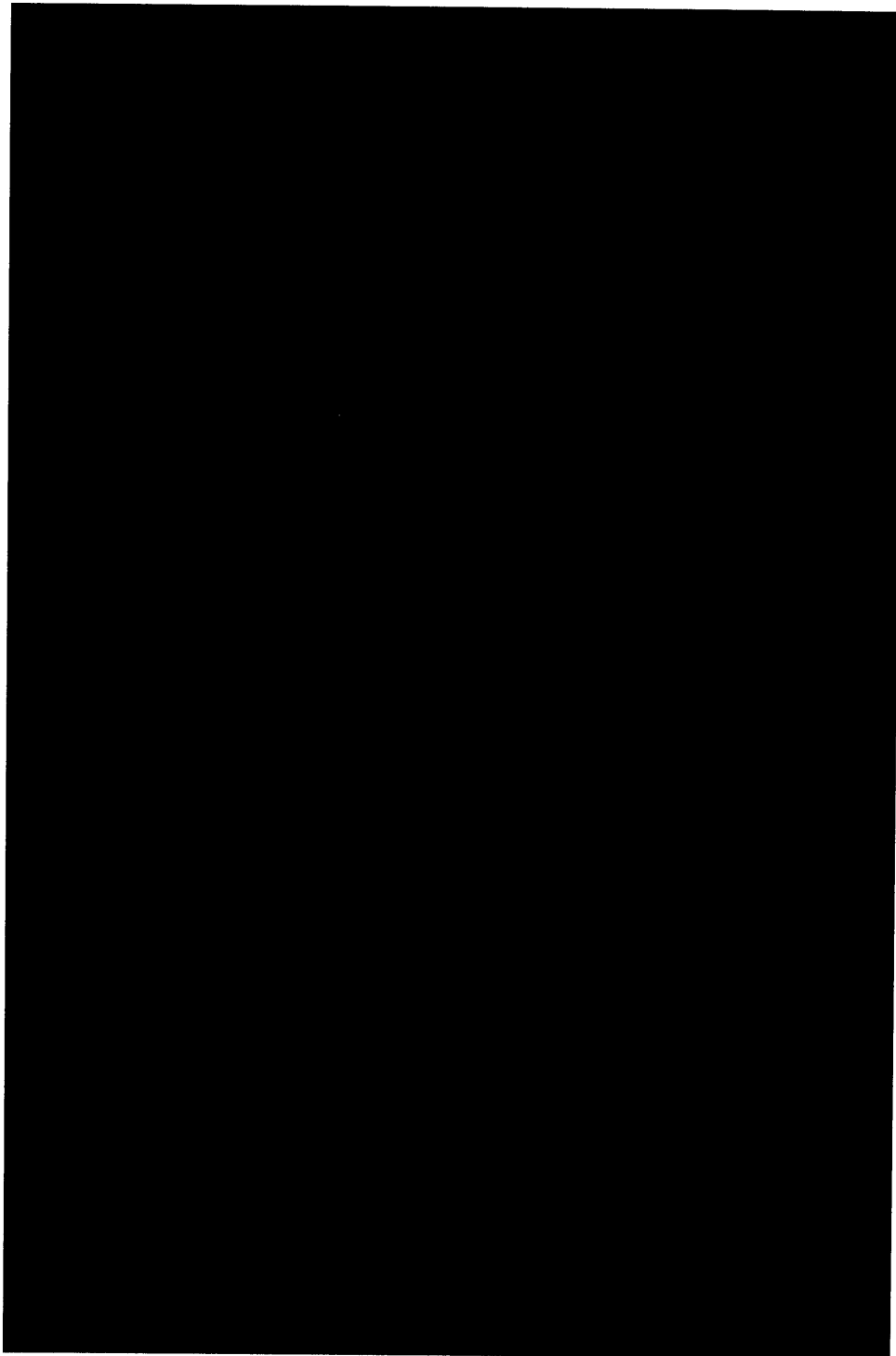
08/17/23

08/17/23

08/20/23

08/24/23

08/25/23



Conneaut Lake Park Water Corp.
tjosephproperties@hotmail.com

September 15, 2023
Invoice 593105
Page 3

08/25/23

08/28/23

08/28/23

08/28/23

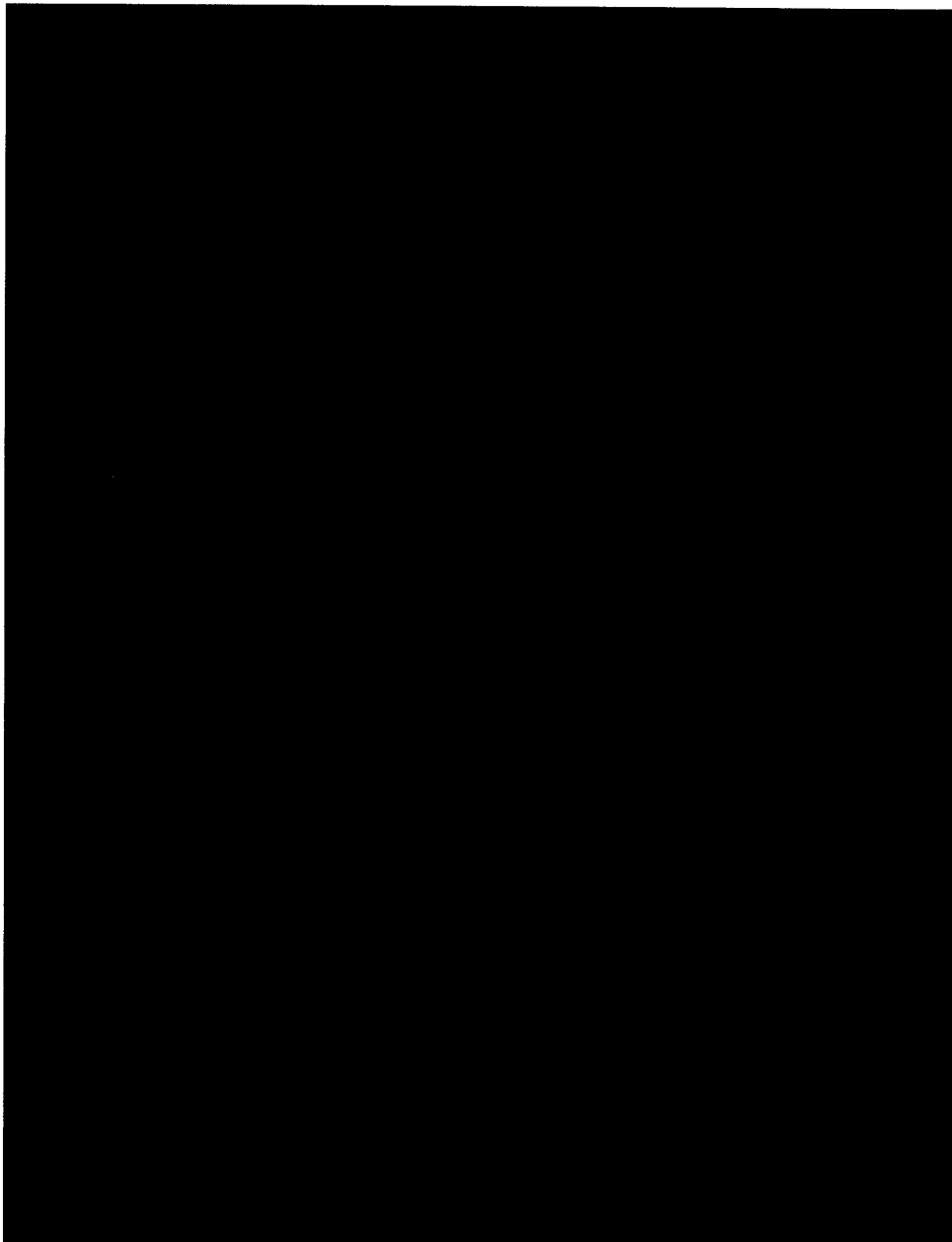
08/28/23

08/29/23

08/29/23

08/30/23

08/31/23



BILLING SUMMARY

Hours Rate/Hr Dollars

**MACDONALD
ILLIG** ATTORNEYS

MACDONALD ILLIG JONES & BRITTON LLP
100 STATE STREET • SUITE 700
ERIE, PA 16507-1459
OFFICE: 814-870-7600
MACDONALDILLIG.COM
TAX I.D. No. 25-0918810

Conneaut Lake Park Water Corp.
tjosephproperties@hotmail.com

September 15, 2023
Invoice 593105
Page 4

M. J. Shaw	27.80	345.00	9,591.00
K. T. Olon	11.00	265.00	2,915.00
TOTAL	38.80		\$12,506.00

Fees for legal services \$12,506.00

Reimbursable Costs

Notice of proposed Rate Changes - Mailings (146)	91.98
Petition Service - Mailings (146)	267.18
Online Research	98.97
Document Reproduction	356.85

Total reimbursable costs \$814.98

Net current billing for this invoice \$13,320.98

***** PAYMENT DUE UPON RECEIPT *****

Please make checks payable to "MacDonald Illig"
and include our invoice number.

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RE-13-D Reference Conneaut Lake Park Water Corporation, Inc. filing, Statement of Reasons for Proposed Rate Increase, p. 4, Measures of Value. Provide the following:

- A. State whether the amount claimed for cash working capital is included in the amount claimed for net utility plant of \$1,455,505 as shown on Schedule B.
- B. If the response to Part A is yes, provide a breakdown that shows the cash working capital claim for December 31, 2022.
- C. The breakdown for total claimed rate base including the amount forecasted for cash working capital in the future test year ending December 31, 2023 (FTY).
- D. State the method Conneaut Lake Park Water Corporation, Inc. used determine the amount claimed for cash working capital and provide the calculation for both years ended December 31, 2022, and December 31, 2023.

RESPONSE:

- A. An amount claimed for cash working capital is not included in the net utility plant in service of \$1,455,505 as shown on Schedule B.
- B. Not applicable.
- C. Please reference Schedule E. There was no amount forecasted for cash working capital in the future test year ending December 31, 2023.
- D. Not applicable.

Responsible Witness: C. Heppenstall

Date: 10-10-23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RE-14-D Regarding Conneaut Lake Park Water Corporation, Inc.'s audits/reviews:

- A. Provide a list of all audits, performed by either internal or by external parties, that were conducted during the past 36 months, identifying the entity that conducted the audit, the type of audit/review, the operational period covered by the audit, recommendations made in the audit/review, and the status of changes to be addressed.
- B. Provide a complete list of all audits/reviews currently active, the status of such audits, and the estimated audit report dates.
- C. Provide a copy of the Company's most current audited financial statements and annual report.

RESPONSE:

- A. None
- B. None
- C. None

Responsible Witness: T. Joseph

Date: 10-10-23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RE-15-D Reference Conneaut Lake Park Water Corporation, Inc. filing, Schedule D, Statements of Income. Provide details by year identifying the account name, the payee(s) and the expense amount claimed in the HTY and forecasted in the FTY for any of the following claims:

- A. Fines and penalties;
- B. Bank charges;
- C. Membership dues and subscriptions;
- D. Company sponsorships;
- E. Lobbying expenses; and
- F. Charitable contributions.

RESPONSE:

A. - E. The Company is not claiming any of the fine and penalties, bank charges, membership dues and subscriptions, company sponsorships, lobbying expenses, and charitable contribution expenses in the HTY or forecasted FTY.

Responsible Witness: C. Heppenstall

Date: 10-10-23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

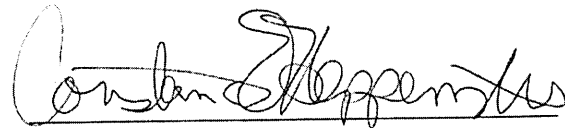
Docket No. R-2023-3041575

Analyst: Zac Walker

VERIFICATION

I, Constance Heppenstall, hereby state that the averments set forth in the foregoing Responses Nos. 1-7, 1013 and 15 to IE Data Requests Set RE (Nos. 1D-15D) - Walker, at Docket No. R-2023-3041575, are true and correct to the best of my knowledge, information, and belief. 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: 10-10-23

A handwritten signature in cursive script, appearing to read "Constance Heppenstall", written over a horizontal line.

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

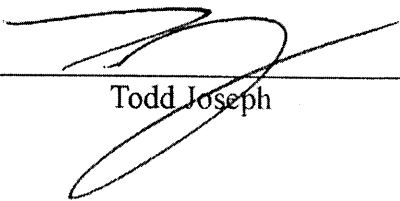
Docket No. R-2023-3041575

Analyst: Zac Walker

VERIFICATION

I, Todd Joseph, hereby state that the averments set forth in the foregoing Responses Nos. 1, 5, 7-10, and 14 to RE Data Requests Set RE (Nos. 1D-15D) - Walker, at Docket No. R-2023-3041575, are true and correct to the best of my knowledge, information, and belief. 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: 10-10-23



Todd Joseph

Exhibit 4

Responses to I&E Data Requests

Set RS (Nos. 1-D - 6-D)

Walker - 10/12/23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RS-1-D Provide the following in Microsoft Excel format with all cells enabled and all formulas intact:

- A. Conneaut Lake Park Water Corporation, Inc. filing, Schedule C, Statements of Revenues; and
- B. Conneaut Lake Park Water Corporation, Inc. filing, Schedule C, Bill Analysis.

RESPONSE:

This is being provided in electronic format under separate cover.
Attached is a hard copy of each.

Responsible Witness: C. Heppenstall

Date: 10-12-23

Name of Utility: **Conneaut Lake Park Water Corporation**

Statements of Revenues

CUSTOMER CLASS	Number of Customers for the Test Year Ended 12/31/2022		Actual Revenues for the Year Ended mm/dd		Annualization adjustments	Totals as Annualized (6=5+4)	Proposed Increase (7)	Totals after Increase (8=6+7)
	Beginning of year	End of year	12/31/2022	Test Year 12/31/2022				
	(1)	(2)	(3)	(4)				
Metered Sales:								
461.1 Residential						\$ -		\$ -
461.2 Commercial						\$ -		\$ -
461.3 Industrial						\$ -		\$ -
461.6 Other						\$ -		\$ -
SUB-TOTAL	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unmetered Sales:								
460.1 Residential - Year-Around	90.00	94.00	\$ 15,543	\$ 15,543	\$ (345)	\$ 15,198	\$ 116,886	\$ 132,084
460.1 Residential - Seasonal	72.00	68.00	\$ 6,221	\$ 6,221	\$ (346)	\$ 5,875	\$ 99,792	\$ 105,667
460.2 Commercial - Customer 1	1.00	1.00	\$ 1,200	\$ 1,200	\$ 1,200	\$ 2,400	\$ 18,000	\$ 20,400
460.2 Commercial - Customer 2	1.00	1.00	\$ 3,082	\$ 3,082		\$ 3,082	\$ 23,119	\$ 26,201
468.0 Other						\$ -		\$ -
SUB-TOTAL	164.00	164.00	\$ 26,046	\$ 26,046	\$ 509	\$ 26,555	\$ 257,797	\$ 284,352
470.0 Penalties and Forfeitures			\$ -	\$ -		\$ -	\$ -	\$ -
474.0 Other Revenue						\$ -		\$ -
TOTAL REVENUE			\$ 26,046	\$ 26,046	\$ 509	\$ 26,555	\$ 257,797	\$ 284,352

CONNEAUT LAKE PARK WATER CORPORATION

BILL ANALYSIS
APPLICATION OF PRESENT RATES AND PROPOSED RATES TO CONSUMPTION ANALYSIS
YEAR ENDED DECEMBER 31, 2022 and 2023

Rate Block CCF (1)	Billing Determinants as of 12/31/2022			Billing Determinants as of 12/31/2023			Monthly Number Of Bills (8)	Proposed Consumption (9)	Proposed Monthly Rate (10)	Proposed Revenue (11)
	Number Of Bills (2)	Present Annual Rate (3)	Revenue (4)	Number Of Bills (5)	Present Annual Rate (6)	Revenue (7)				
<u>Residential - Annually/Monthly</u>										
Flat Rate - Year-Around Resident	90	\$ 172.70	\$ 15,543	88	\$ 172.70	\$ 15,198				
Flat Rate - Seasonal Resident	72	86.40	6,221	68	86.40	5,875				
Total Residential										
Flat Rate - Year-Around Resident							1,080		\$ 122.30	\$ 132,084
Flat Rate - Seasonal Resident							864		122.30	105,667
Total Residential	162		\$ 21,764	156		\$ 21,073	1,944			\$ 237,751
<u>Commercial - Annually/Monthly</u>										
<u>Flat Rate</u>										
Flat Rate 3	1	\$ 1,200.00	\$ 1,200	2	\$ 1,200.00	\$ 2,400				
Flat Rate 4	1	3,082.40	3,082	1	3,082.40	3,082				
Commercial Flat Rate							-		\$ 850.00	\$ -
<u>Minimum Rate</u>										
Small Commercial (4,500 gallons per month)							24		\$ 850.00	20,400
Large Commercial (18,000 gallons per month)							12		\$ 2,183.40	26,201
Consumption above the Minimum (Per 100 gallons)								-	\$ 10.00	-
Total Commercial	2		\$ 4,282	3		\$ 5,482	36			\$ 46,601
Total	164		\$ 26,046	159		\$ 26,555	1,980			\$ 284,352

	Increase	
Res	8.50	\$ 14.39
Comm	8.50	\$ 7.20

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RS-2-D Reference Conneaut Lake Park Water Corporation, Inc. filing Schedule C, Bill Analysis, that shows the number of customers by rate class. Provide the number of customers on a monthly basis from January 1, 2020, through August 31, 2023.

RESPONSE:

The Company has not tracked the number of customers by rate class by month during the time period referenced. It is the Company's belief that the number of customers per class per month has not changed significantly over time. The Company is aware that the number of customers have decreased since the prior operator due to properties being acquired and the buildings on those properties being demolished.

Responsible Witness: T. Joseph

Date: 10-12-23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RS-3-D Reference Conneaut Lake Park Water Corporation, Inc. filing Schedule C, Bill Analysis, that shows the number of customers by rate class. Provide the projected number of customers on a monthly basis from September 1, 2023, through December 31, 2023.

RESPONSE: The Company does not anticipate there being any new customers during the period between September 1, 2023, through December 31, 2023.

Responsible Witness: T. Joseph
Date: 10-12-23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RS-4-D Reference Conneaut Lake Park Water Corporation, Inc. filing concerning customer billing. State whether the annual rate is pro-rated based on when a new customer begins service or an existing customer terminates service.

RESPONSE: The Tariff allows for billing to be either quarterly or monthly at the discretion of the Company. The Company policy is that the customer only pays for the period of time for which they are receiving service. Accordingly, if service is started or terminated at some date within a billing period, they will be billed only for the period of time in that billing period for which they were receiving service.

Responsible Witness: T. Joseph

Date: 10/12/23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RS-5-D Reference Conneaut Lake Park Water Corporation, Inc. filing, Statement of Reasons, p. 3, concerning customer count changes. State whether there are new residential properties or businesses known for the FTY. If yes, provide the number of each added, or expected to be added in 2023.

RESPONSE: No new residential properties or businesses are known for the FTY.

Responsible Witness: T. Joseph

Date: 10-12-23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RS-6-D Reference Conneaut Lake Park Water Corporation, Inc.'s response to TUS Data Request Set 1, R-5, concerning the ten private fire hydrants served by Conneaut Lake Park Water Corporation, Inc. State the amount currently charged to, or proposed to be charged to, the private fire hydrants.

RESPONSE: There is no amount currently charged for the private fire hydrants and no amount is proposed to be charged for the private fire hydrants. The private fire hydrants are not dedicated to a particular customer within the service area of the Company but are available for community use in case of fire.

Responsible Witness: T. Joseph

Date: 10-12-23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

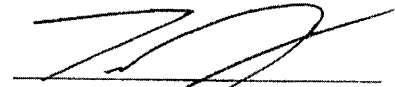
Docket No. R-2023-3041575

Analyst: Zac Walker

VERIFICATION

I, Todd Joseph, hereby state that the averments set forth in the foregoing Responses Nos. 2-6 to IE Data Request Set RS (Nos. 1D-6D) - Walker, at Docket No. R-2023-3041575, are true and correct to the best of my knowledge, information, and belief. 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: 10-11-23



Todd Joseph

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS
CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

VERIFICATION

I, Constance E. Heppenstall, hereby state that the averments set forth in the foregoing Responses No. 1 to IE Data Requests Set RS (Nos. 1D-6D) - Walker, at Docket No. R-2023-3041575, are true and correct to the best of my knowledge, information, and belief. 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: October 12, 2023

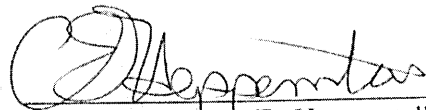

Constance E. Heppenstall

Exhibit 5

Response to I&E Data Requests
Set RE (Nos. 16-D - 22-D)
Walker - 10/19/23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RE-16-D Reference Conneaut Lake Park Water Corporation, Inc. filing Schedule D, Statements of Income, concerning Operator Expense. Provide a detailed breakdown with supporting documentation, including all workpapers, receipts, and/or invoices, for the \$24,000 incurred in the year ended December 31, 2021.

RESPONSE:

The operator expenses according to the agreement with the operator is \$24,000 per year. Please note that the Company did not obtain its Certificate of Public Convenience until April 20, 2023. A copy of the Agreement was provided in Response to I&E-RE-5-D.

Responsible Witness: Todd Joseph
Date: 10-19-23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RE-17-D Reference Conneaut Lake Park Water Corporation, Inc. filing Schedule D, Statements of Income, concerning General Office Expenses. Provide a detailed breakdown with supporting documentation, including all workpapers, receipts, and/or invoices, for the \$3,500 incurred in the year ended December 31, 2021.

RESPONSE:

The Company does not have a breakdown of General Office Expenses for 2021. Please note that the Company did not obtain its Certificate of Public Convenience until April 20, 2023.

Responsible Witness: Todd Joseph

Date: 10-19-23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RE-18-D Reference Conneaut Lake Park Water Corporation, Inc. filing Schedule D, Statements of Income, concerning purchased power expenses attributed to the Garage and George Street locations:

- A. Provide copies of the monthly Penelec electric bills from January 1, 2021, through August 31, 2022.
- B. Identify the amount due for each billing period from January 1, 2021, through August 31, 2022.
- C. Identify the late payment charges for each billing period from January 1, 2021, through August 31, 2022.
- D. Identify the balance at billing prior to the current charges billed for each billing period from January 1, 2021, through August 31, 2022.
- E. Provide proof of payment for each billing period from January 1, 2021, through August 31, 2022.

RESPONSE:

The Company only has copies of Penelec bills dating back to September 2022 for the billing period of August 19 to September 19, 2022.. Please note that the Company did not obtain its Certificate of Public Convenience until April 20, 2023. The invoice from the billing period of September 20 to October 18, 2022 for the George Street meter shows a balance due of \$0.00 as of 10/21/22. The invoice from the billing period of September 20 to October 18, 2022 for the Garage meter shows a balance due of \$0.00 as of 10/21/2022.

Responsible Witness: Todd Joseph

Date: 10-19-23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RE-19-D Reference Conneaut Lake Park Water Corporation, Inc.'s response to TUS Data Request Set 1, R-6, concerning purchased power expenses attributed to CLP Camperland LLC:

- A. Provide copies of the monthly Penelec electric bills from January 1, 2021, through August 19, 2023.
- B. Identify the late payment charges for each billing period from January 1, 2021, through August 19, 2023.
- C. Identify the balance at billing prior to the current charges billed for each billing period from January 1, 2021, through August 19, 2023.
- D. Provide proof of payment for each billing period from January 1, 2021, through August 19, 2023.
- E. State whether the KWH usage is correct as depicted for the March 20, 2023 (20 KWH) billing period, the February 16, 2023 (2 KWH) billing period, the January 18, 2023 (3 KWH) billing period, and the December 17, 2022 (3 KWH) billing period.

RESPONSE:

A. - E. After further review and investigation, the Company is withdrawing these expenses from its rate filing.

Responsible Witness: T. Joseph

Date: 10-19-23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RE-20-D Reference Conneaut Lake Park Water Corporation, Inc.'s response to TUS Data Request Set 1, R-6, concerning purchased power expenses:

- A. Explain in detail why it is appropriate to include late payment charges in purchased power expenses for ratemaking purposes.
- B. Provide proof of payment for the August 22, 2023 electric bill that was billed to the Garage location.
- C. Provide proof of payment for the June 20, 2023, July 21, 2023, and August 22, 2023 electric bills that were billed to the George Street location.

RESPONSE:

- A. As answered in TUS Data Request Set 1, R-7, the amount being claimed for purchased power expense is less than the sum of the purchased power bills by several thousand dollars (See TUS Data Request Set 1, R-6, \$38,550.31 cost compared to \$23,000 claimed). Thus, the late payments, which for the last year totaled \$384 would be irrelevant for purposes of this rate case.
- B. See attached.
- C. See attached.

Responsible Witness: C. Heppenstall
Date: 10-19-23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RE-21-D Explain in detail why the following locations are necessary to provide safe, reliable water service:

- A. The Garage located on Reed Avenue; and
- B. The George Street location.

RESPONSE:

- A. The Garage electric meter location on Reed Street is associated with the water tower and its controls.
- B. The George Street electric meter location is where the treatment plant and water wells are located.

Responsible Witness: T. Joseph
Date: 10-19-23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RE-22-D Reference Conneaut Lake Park Water Corporation, Inc.'s responses to TUS Data Request Set 1, R-6 and R-25, concerning purchased power expenses and commercial customers. Explain in detail why it is appropriate to include electric bills designated to a commercial customer, Camperland, in the purchased power expenses claimed for ratemaking purposes.

RESPONSE:

After further review and investigation, the Company is withdrawing these expenses from its rate filing. Please note that this does not impact the Company's overall rate request as even without the expenses from Camperland, the amount incurred at the other locations totals \$25,280, while the Company was only claiming \$23,000 of expenses to supports its rate request.

Responsible Witness: Todd Joseph/Connie Heppenstall
Date: 10-19-23

My Account


- Pay My Bill
- Billing & Payment History
- Billing & Payment Options
- Manage My Account
- Text & Email Alerts
- Usage History
- Submit Meter Reading
- Analyze Usage
- Supplier Choice
- Time-of-Use Pricing

My Account

Welcome, Todd Joseph

*4097, GARAGE

Pay With Direct Debit ✕

 Have your bill paid on time automatically each month without having to think about it. Our Direct Debit Payment Plan lets you set it and forget it.

ENROLL

100144504097
REED AVE
GARAGE
CONNEAUT LAKE PA 16316

✔ Account is up to date

AMOUNT DUE

\$0.00

Due 10/6/2023

PAY MY BILL

My Account


- Pay My Bill
- Billing & Payment History
- Billing & Payment Options
- Manage My Account
- Text & Email Alerts
- Usage History
- Submit Meter Reading
- Analyze Usage
- Supplier Choice
- Time-of-Use Pricing

My Account

Welcome, Todd Joseph

*1671, GEORGE ST

Pay With Direct Debit ✕

 Have your bill paid on time automatically each month without having to think about it. Our Direct Debit Payment Plan lets you set it and forget it.

ENROLL

100144501671
GEORGE ST
CONNEAUT LAKE PA 16316

✔ Account is up to date

AMOUNT DUE

\$0.00

Due 10/6/2023

PAY MY BILL



Chat

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

VERIFICATION

I, Todd Joseph, hereby state that the averments set forth in the foregoing Responses Nos. 16-19 and 21-22 to IE Data Request Set RE (Nos. 16D-22D) - Walker, at Docket No. R-2023-3041575, are true and correct to the best of my knowledge, information, and belief. 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: 10-16-23

DocuSigned by:



6A20AA5408754A8...

Todd Joseph

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS
CONNEAUT LAKE PARK WATER CORPORATION, INC.

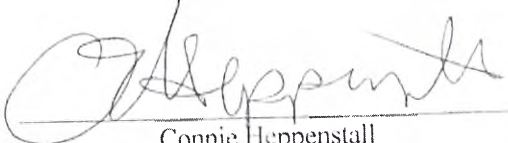
Docket No. R-2023-3041575

Analyst: Zac Walker

VERIFICATION

I, Connie Heppenstall, hereby state that the averments set forth in the foregoing Responses Nos. 20 and 22 to IE Data Requests Set RE (Nos. 16D-22D) - Walker, at Docket No. R-2023-3041575, are true and correct to the best of my knowledge, information, and belief. 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: 10-16-23



Connie Heppenstall

Exhibit 6

Responses to Interrogatories
of the Office of Consumer
Advocate Set 1 - 10/26/23

Pennsylvania Public Utility Commission
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575
Interrogatories of the Office of Consumer Advocate
Set I

1. Please provide the number of customers, by class, for each month July 2022 to present.

RESPONSE:

The current number of season residential customers is 70. The total number of year-round residential customers is 76. The total number of commercial customer is 3. These numbers have not changed significantly on a month to month basis to the company acquired the water system. There has been a reduction in the overall number of residential costumers as a result of properties being purchased and buildings demolished, but that count has not been tracked on a monthly basis

Responsible Witness: T. Joseph
Date: 10-25-23

Pennsylvania Public Utility Commission
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575
Interrogatories of the Office of Consumer Advocate
Set I

2. Please identify any grants the Company received which were used to fund capital projects. Please state the dollar amount, the purpose of the grant, and the date received.

RESPONSE:

None

Responsible Witness: T. Joseph
Date: 10-25-23

Pennsylvania Public Utility Commission
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575
Interrogatories of the Office of Consumer Advocate
Set I

3. Please identify any plant which was funded by PENNVEST financing. If so, please state the date that the PENNVEST loan was repaid?

RESPONSE:

By the Company, none. The Company does not know whether the prior owner had any PENNVEST financing, but does know it did not assume and debt of the prior owner relating to PENNVEST financing.

Responsible Witness: T. Joseph
Date: 10-25-23

Pennsylvania Public Utility Commission
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575
Interrogatories of the Office of Consumer Advocate
Set I

4. Is the Company making any claim for uncollectable accounts / bad debt expense in this case?

RESPONSE:

No., the company is not making a claim or uncollectable accounts / bad debt expense in this case

Responsible Witness: C. Heppenstall
Date: 10-25-23

Pennsylvania Public Utility Commission
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575
Interrogatories of the Office of Consumer Advocate
Set I

5. Please provide a copy of a residential customer bill with customer information redacted.

RESPONSE:

See the attached Exhibit 5-1

Responsible Witness: T. Joseph
Date: 10-25-23



newconneautlakepark@gmail.com
814-225-7985

CLP Water Corporation Inc.

BILLING ADDRESS

DUE DATE: Dec 31st, 2023

[Redacted Billing Address]

2023 Water Service \$172.70

Check or money order made out to CLP Water Corporation
Mail payment to: PO Box 242 Harmonsburg, PA 16422
Thank You!

Keep top portion for your records

Return bottom portion with payment

SERVICE ADDRESS

2023 Water Service

Change in Billing Address

[Redacted Service Address]

Jan 1st - Dec 31st

Conneaut Lake, PA 16316

The following contact information is what we have on file, if this is incorrect, please help us update it.

Email: [Redacted] Contact Number: [Redacted]

Email: _____

Contact Number: _____

Total Due: \$172.70

Exhibit 5-1

Invoice Date

July 2023

if received after the due date an 18% late fee will be added

Pennsylvania Public Utility Commission
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575
Interrogatories of the Office of Consumer Advocate
Set I

6. Please provide an estimate of the cost for metering customers and all supporting documentation.

RESPONSE:

An exact estimate of the cost of metering is unknown given the uncertainties associated. The cost will depend on the location and condition of the lateral line at each location. The historical records of this system are very poor making it difficult to locate lateral lines. If the conditions are favorable (i.e the residence has a basement and we are able to locate a shut valve without excavation and it is operational), a meter installation is roughly estimated to be in the \$500 - \$600 range; if the conditions are unfavorable (one or all of the conditions above exist) the estimated cost could be significantly higher and even \$2500 or more to install a meter on a particular customer. With the current number of residential customers, it is estimated that the potential cost of metering the system would be anywhere between \$100,000 to over \$400,000.

Responsible Witness: T. Joseph
Date: 10-25-23

Pennsylvania Public Utility Commission
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575
Interrogatories of the Office of Consumer Advocate
Set I

7. Please refer to Part III, Section (A)(2) of the Company's proposed tariff regarding "Change in Ownership or Tenancy." Will the Company "discontinue or otherwise interrupt water service upon three (3) days notice" if the date of the discontinuance occurs on a Friday, Saturday, Sunday, or on a holiday (or the day prior to a holiday)?

RESPONSE:

The Company does not staff on the weekend or holiday, so would not discontinue service on those days. It does not have a policy preventing discontinuance of service on a Friday provided proper notice has been provided.

Responsible Witness: T. Joseph
Date: 10/25/23

Pennsylvania Public Utility Commission
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575
Interrogatories of the Office of Consumer Advocate
Set I

8. Please refer to Part III, Section (A)(3-4), which indicate that an application shall be considered accepted by the Company only upon oral or written approval and that application forms can be obtained from the Company's local business office. Will the Company also post application forms online?

RESPONSE:

The Company does not have a website on which to post application forms online. The Company would consider providing application forms via email upon request.

Responsible Witness: T. Joseph
Date: 10-25-23

Pennsylvania Public Utility Commission
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575
Interrogatories of the Office of Consumer Advocate
Set I

9. On page 5 of the Company's statement of reasons, the Company states "The Company also proposes eliminating the differential between year-around and seasonal residents as determining which customer is not a year-around resident is not feasible." The Company's notice to customers states that "the total flat rate bill for a full time residential customer would increase from \$14.39 to \$122.30 or by 750% and for a seasonal customer from \$7.20 to 122.30 [sic] per month or by 1600%." How does the Company currently determine which residential customers to bill as seasonal customers and which residential to bill as year-long customers?

RESPONSE:

Whether a customer is a seasonal customer or a year-long customer historically has been based upon the representation of the customer, which the Company believes has been abused in the past. Under the new rate system, the seasonal and year long distinction has been eliminated.

Responsible Witness: T. Joseph
Date: 10-25-23

Pennsylvania Public Utility Commission
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575
Interrogatories of the Office of Consumer Advocate
Set I

10. Please refer to Tariff Supplement No. 1 To Tariff Water – Pa. P.U.C. No. 1, Original Page 5, Section C. What is the reasoning the Company uses \$50 as the fee for a returned check charge?
- a. Please provide a comparison of the returned check fee charged by similar utilities.

RESPONSE:

The \$50 fee was the amount used under the tariff used by the prior Certificate holder. It is not being changed for purposes of this rate increase application. The Company is not aware of the amount of such fee charged by any similarly situated utility.

Responsible Witness: T. Joseph
Date: 10-25-23

Pennsylvania Public Utility Commission
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575
Interrogatories of the Office of Consumer Advocate
Set I

11. Please refer to Tariff Supplement No. 1 To Tariff Water – Pa. P.U.C. No. 1, Original Page 5, Section D:
- a. Is the Company charging of a fee for the testing of meters cost-based? If yes, please provide supporting documentation.
 - b. Please provide a comparison of the meter testing fee charged by similar utilities.

RESPONSE:

The fees charged for meter testing were the amounts used under the tariff used by the prior Certificate holder. It is not being changed for purposes of this rate increase application. The Company is not aware of the amount of such fees charged by any similarly situated utility.

Responsible Witness: T. Joseph
Date: 10-25-23

Pennsylvania Public Utility Commission
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Conneaut Lake Park Water Company
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Set I

12. Please refer to Tariff Supplement No. 1 To Tariff Water – Pa. P.U.C. No. 1, Original Page 10, Section B, ¶5. Please explain the basis for the pressure requirements for some permitted water usage levels and not others.

RESPONSE:

For purposes of this Response, we assume you are referencing the water usage levels for the Showerheads and Faucets. Please note that these were requirements used under the tariff used by the prior Certificate holder. They are not being changed for purposes of this rate increase application. Our belief is that the pressure amounts as used as a standard to measure the flow rates from these items and is standard industry practice. They do not impose any pressure limits on the Showerheads or Faucets, but simply as a means by which the flow measurement are determined. Water closets and urinals are not measured by pressure according to industry standards, but rather are measured in a volume per flush.

Responsible Witness: T. Joseph
Date: 10-25-23

Pennsylvania Public Utility Commission
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575
Interrogatories of the Office of Consumer Advocate
Set I

13. Please refer to Tariff Supplement No. 1 To Tariff Water – Pa. P.U.C. No. 1, Original Page 12, Section C, ¶3. Please indicate the turn-on charge amount.

RESPONSE:

The turn on charge will be determined by the actual costs incurred by the Company to turn service back on as reflected in the Tariff, plus an administrative fee of 10% of the total fee. There will be a minimum labor charge for one hour at the current rate billed by the third party performing the service on behalf of the Company plus the 10% administrative fee.

Responsible Witness: T. Joseph
Date: 10-25-23

Pennsylvania Public Utility Commission
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575
Interrogatories of the Office of Consumer Advocate
Set I

14. Please provide the Company's customer complaint log.

RESPONSE:

The Company has not received any complaints since becoming the holder of the Certificate of Public Convenience, other than the Complaints associated with this Rate Case, which are not being logged as they are part of the formal rate proceeding.

Responsible Witness: T. Joseph
Date: 10-25-23

Pennsylvania Public Utility Commission
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575
Interrogatories of the Office of Consumer Advocate
Set I

15. In regard to the customer complaint log referenced above, what is the Company's procedure when it receives a customer complaint?

RESPONSE:

The Company's procedure when it receives a customer complaint is to follow the process required by the PUC for addressing such complaints.

Responsible Witness: Todd Joseph
Date: 10-25-23

Pennsylvania Public Utility Commission
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575
Interrogatories of the Office of Consumer Advocate
Set I

16. Please refer to the Company's response R-6 to TUS Data Request Set 1. Multiple electric bills have balances carried over from the previous months, resulting in late payment charges. What is the reason for the reoccurring late payment charges?

RESPONSE:

Given that there were insufficient revenues to cover the costs of the water system operations, the bills got paid when funds were made available.”

Responsible Witness: Todd Joseph
Date: 10-25-23

Pennsylvania Public Utility Commission
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575
Interrogatories of the Office of Consumer Advocate
Set I

17. Please provide a drawing(s) showing the layout of the Company's water system including all dams, reservoirs, wells, springs, raw water pumping stations, treatment facilities, distribution system, storage tanks and booster pumping stations. The size of the drawing(s) should be large enough to clearly label the locations of the dams, reservoirs, wells, springs, treatment facilities, storage tanks, and pumping stations. A pdf file that can be zoomed with clarity is acceptable.

RESPONSE:

This document is confidential security information and will be disclosed upon the execution of a confidentiality agreement or a protective order issued by the Commission.

Responsible Witness: T. Joseph
Date: 10-25-23

Pennsylvania Public Utility Commission
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575
Interrogatories of the Office of Consumer Advocate
Set I

18. Provide copies of all PaDEP permits regarding existing facilities. Include all attached special conditions.

RESPONSE:

See attached operations permit issued 8/6/2021 at Exhibit 18-1. We are obtaining other permits relating to this system that pre-date ownership from the PaDEP. We believe them to be construction permits issued 9/3/2009 and 8/27/2018, and operations permits issued on 6/28/2007 (2); 9/3/2009; 11/9/2009; 1/19/2012; and 10/11/2019.

The Company is not aware of any other permits.

Responsible Witness: C. Greenberg
Date: 10-25-23



PUBLIC WATER SUPPLY PERMIT

NO. 2009505-T1

<p>A. PERMITTEE: (Name and Address)</p> <p>Conneaut Lake Park Water Corporation, Inc. 12382 Center Street Conneaut Lake, PA 16316</p>	<p>B. PROJECT/PLANT LOCATION</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 2084504-T2-MA2

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

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Date August 6, 2021

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/ft² with two filters online and the third in backwash mode, or 4.2 gpm/ft² 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.

Pennsylvania Public Utility Commission
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Interrogatories of the Office of Consumer Advocate
Set I

19. Provide copies of all annual reports submitted to the PaDEP for the calendar years 2020, 2021 and 2022. Include Chapter 110 Reports and Water Allocation Permit Compliance Reports.

RESPONSE:

See attached reports at Exhibit 19-1, 19-2 and 19-3. The Company notes that it only received its Certificate of Public Convenience in April of 2023.

Responsible Witness: C. Greenberg
Date: 10-25-23

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
Total	0	0	201	31,315
Explain 'Other' Connections:	HYDRANT FLUSHING			

BREAKDOWN OF WATER LOSSES FOR THE SYSTEM

Type	Water Use (GPD)
Apparent Losses	1,020
Real Losses	0
Total Water Losses	1,020

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

Subfacility Report for WELL (8258)
REPORT FOR CALENDAR YEAR JAN 1 TO DEC 31, 2020

Client: CONNEAUT LAKE PARK INC
Primary Facility: CONNEAUT LAKE PARK INC

MEASURING/METERING OF WATER

Measure Method	METERED
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Last Date Tested	
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Tested By	
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WITHDRAWALS OR USE FOR REPORTING YEAR 2020

<u>Month</u>	<u>Total Gallons</u>	<u>Month</u>	<u>Days</u>
Jan Gallons	109,399	Jan Days	31
Feb Gallons	105,450	Feb Days	29
Mar Gallons	116,173	Mar Days	31
Apr Gallons	146,318	Apr Days	30
May Gallons	145,467	May Days	31
Jun Gallons	135,232	Jun Days	30
Jul Gallons	173,736	Jul Days	31
Aug Gallons	120,667	Aug Days	31
Sep Gallons	108,953	Sep Days	30
Oct Gallons	87,711	Oct Days	31
Nov Gallons	65,536	Nov Days	30
Dec Gallons	60,691	Dec Days	31
Total Gallons	1,375,333	Total Days	366

FOR PUBLIC WATER SUPPLIERS

Double Counted:	N
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If changed, Explain why:	
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DATA ENTRY INFORMATION

Entered By:	JEFFREY STAUL
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Last Data Entry Date:	03/27/2021
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Email:	jhstaul@hotmail.com
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Primary Facility Report for CONNEAUT LAKE PARK INC (19093)
REPORT FOR CALENDAR YEAR JAN 1 TO DEC 31, 2021

Client: CONNEAUT LAKE PARK WATER CORP 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 2021

Date: 06/02/2021 (mm/dd/yyyy)
Gallons Per Day: 258,200

MINIMUM DAY WATER USE FOR REPORT YEAR 2021

Date: 01/03/2021 (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	183	34,589
Commercial	0	0	17	10,748
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	0	0
Water Losses				0
Total	0	0	200	45,337

Explain 'Other' Connections:

BREAKDOWN OF WATER LOSSES FOR THE SYSTEM

Type	Water Use (GPD)
Apparent Losses	No Information reported.
Real Losses	No Information reported.

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 (CRAWFORD)	0	0	0	0	0	0	0	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
SADSBURY TWP (CRAWFORD)	63	1	0	0	0	0	34	0	0
SUMMIT TWP (CRAWFORD)	120	16	0	0	0	0	66	0	0
TOTAL	183	17	0	0	0	0		0	0

METERING, WATER CONSERVATION AND DISTRIBUTION SYSTEM

What is the average age of existing meters? 0 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? 6

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:
Water system was purchased by a new company.

REPORT CONTACT INFORMATION

Report Preparer: CHRISTOPHER GREENBERG
CONNEAUT LAKE PARK INC
2405 GEORGETOWN RD.
SANDYLAKE, PA 16145
Phone: 724-376-7013
Email Address: GREENC3458@YAHOO.COM

REPORT SUBMISSION INFORMATION

Submitted By: Christopher Greenberg
Submitted On: 03/22/2022
Submitted By Email: greenc3458@yahoo.com

Subfacility Report for WELL (8258)
REPORT FOR CALENDAR YEAR JAN 1 TO DEC 31, 2021

Client: CONNEAUT LAKE PARK WATER CORP INC

Primary Facility: CONNEAUT LAKE PARK INC

MEASURING/METERING OF WATER

Measure Method ESTIMATED (MIXING VALVE SETTING)

WITHDRAWALS OR USE FOR REPORTING YEAR 2021

<u>Month</u>	<u>Total Gallons</u>	<u>Month</u>	<u>Days</u>
Jan Gallons	336,426	Jan Days	31
Feb Gallons	414,927	Feb Days	28
Mar Gallons	462,352	Mar Days	31
Apr Gallons	560,301	Apr Days	30
May Gallons	661,984	May Days	31
Jun Gallons	919,947	Jun Days	30
Jul Gallons	1,174,651	Jul Days	31
Aug Gallons	1,285,105	Aug Days	31
Sep Gallons	907,640	Sep Days	30
Oct Gallons	563,674	Oct Days	31
Nov Gallons	363,199	Nov Days	30
Dec Gallons	373,777	Dec Days	31
Total Gallons	8,023,983	Total Days	365

FOR PUBLIC WATER SUPPLIERS

Double Counted: N

If changed, Explain why:

DATA ENTRY INFORMATION

Entered By: Christopher Greenberg
 Last Data Entry Date: 03/22/2022
 Email: greenc3458@yahoo.com

Subfacility Report for WELL 2 (8259)
REPORT FOR CALENDAR YEAR JAN 1 TO DEC 31, 2021

Client: CONNEAUT LAKE PARK WATER CORP INC

Primary Facility: CONNEAUT LAKE PARK INC

MEASURING/METERING OF WATER

Measure Method ESTIMATED (MIXING VALVE SETTING)

WITHDRAWALS OR USE FOR REPORTING YEAR 2021

<u>Month</u>	<u>Total Gallons</u>	<u>Month</u>	<u>Days</u>
Jan Gallons	336,427	Jan Days	31
Feb Gallons	414,927	Feb Days	28
Mar Gallons	962,353	Mar Days	31
Apr Gallons	560,301	Apr Days	30
May Gallons	661,984	May Days	31
Jun Gallons	919,947	Jun Days	30
Jul Gallons	1,174,651	Jul Days	31
Aug Gallons	1,285,106	Aug Days	31
Sep Gallons	907,641	Sep Days	30
Oct Gallons	563,675	Oct Days	31
Nov Gallons	363,200	Nov Days	30
Dec Gallons	373,778	Dec Days	31
Total Gallons	8,523,990	Total Days	365

FOR PUBLIC WATER SUPPLIERS

Double Counted: N

If changed, Explain why:

DATA ENTRY INFORMATION

Entered By: Christopher Greenberg

Last Data Entry Date: 03/22/2022

Email: greenc3458@yahoo.com

Primary Facility Report for CONNEAUT LAKE PARK INC (19093)
REPORT FOR CALENDAR YEAR JAN 1 TO DEC 31, 2022

Client: CONNEAUT LAKE PARK WATER CORP 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 2022

Date: 07/13/2022 (mm/dd/yyyy)
Gallons Per Day: 118,559

MINIMUM DAY WATER USE FOR REPORT YEAR 2022

Date: 01/15/2022 (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	183	26,138
Commercial	0	0	17	6,534
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	0	0
Water Losses				0
Total	0	0	200	32,672

Explain 'Other' Connections:

BREAKDOWN OF WATER LOSSES FOR THE SYSTEM

Type	Water Use (GPD)
Apparent Losses	No Information reported.
Real Losses	No Information reported.

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 (CRAWFORD)	0	0	0	0	0	0	0	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
SADSBURY TWP (CRAWFORD)	63	1	0	0	0	0	34	0	0
SUMMIT TWP (CRAWFORD)	120	16	0	0	0	0	66	0	0
TOTAL	183	17	0	0	0	0		0	0

METERING, WATER CONSERVATION AND DISTRIBUTION SYSTEM

What is the average age of existing meters? 0 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? 6

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: CHRISTOPHER GREENBERG
 CONNEAUT LAKE PARK INC
 2405 GEORGETOWN RD.
 SANDYLAKE, PA 16145
 Phone: 724-376-7013
 Email Address: GREENC3458@YAHOO.COM

REPORT SUBMISSION INFORMATION

Submitted By: Christopher Greenberg
Submitted On: 03/22/2023
Submitted By Email: greenc3458@yahoo.com

Subfacility Report for WELL (8258)
REPORT FOR CALENDAR YEAR JAN 1 TO DEC 31, 2022

Client: CONNEAUT LAKE PARK WATER CORP INC
Primary Facility: CONNEAUT LAKE PARK INC

MEASURING/METERING OF WATER

Measure Method ESTIMATED (MIXING VALVE SETTING)

WITHDRAWALS OR USE FOR REPORTING YEAR 2022

<u>Month</u>	<u>Total Gallons</u>	<u>Month</u>	<u>Days</u>
* Jan Gallons	734,070	Jan Days	31
* Feb Gallons	813,565	Feb Days	28
Mar Gallons	494,136	Mar Days	31
Apr Gallons	404,514	Apr Days	30
May Gallons	374,163	May Days	31
* Jun Gallons	410,672	Jun Days	30
* Jul Gallons	526,461	Jul Days	31
* Aug Gallons	518,043	Aug Days	31
Sep Gallons	473,041	Sep Days	30
Oct Gallons	446,799	Oct Days	31
Nov Gallons	368,025	Nov Days	30
Dec Gallons	399,108	Dec Days	31
Total Gallons	5,962,597	Total Days	365

* Water Quantity reported is significantly different from the previous year quantity.

FOR PUBLIC WATER SUPPLIERS

Double Counted: N

If changed, Explain why:

DATA ENTRY INFORMATION

Entered By: Christopher Greenberg
Last Data Entry Date: 03/22/2023
Email: greenc3458@yahoo.com

Subfacility Report for WELL 2 (8259)
REPORT FOR CALENDAR YEAR JAN 1 TO DEC 31, 2022

Client: CONNEAUT LAKE PARK WATER CORP INC
Primary Facility: CONNEAUT LAKE PARK INC

MEASURING/METERING OF WATER

Measure Method ESTIMATED (MIXING VALVE SETTING)

WITHDRAWALS OR USE FOR REPORTING YEAR 2022

<u>Month</u>	<u>Total Gallons</u>	<u>Month</u>	<u>Days</u>
* Jan Gallons	734,071	Jan Days	31
* Feb Gallons	813,566	Feb Days	28
Mar Gallons	494,137	Mar Days	31
Apr Gallons	404,515	Apr Days	30
May Gallons	374,164	May Days	31
* Jun Gallons	410,673	Jun Days	30
* Jul Gallons	526,462	Jul Days	31
* Aug Gallons	518,043	Aug Days	31
Sep Gallons	473,042	Sep Days	30
Oct Gallons	446,800	Oct Days	31
Nov Gallons	368,026	Nov Days	30
Dec Gallons	399,104	Dec Days	31
Total Gallons	5,962,603	Total Days	365

* Water Quantity reported is significantly different from the previous year quantity.

FOR PUBLIC WATER SUPPLIERS

Double Counted: N

If changed, Explain why:

DATA ENTRY INFORMATION

Entered By: Christopher Greenberg
Last Data Entry Date: 03/22/2023
Email: greenc3458@yahoo.com

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Set I

20. Please provide copies of CCR Reports submitted to customers for the calendar years 2020, 2021 and 2022.

RESPONSE:

See attached reports Exhibits 20-1, 20-2 and 20-3. The Company notes that it only received its Certificate of Public Convenience in April of 2023.

Responsible Witness: C. Greenberg
Date: 10-25-23

2021 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 between the hours of 8am and 5pm or call . (610)563-7556 _____.

SOURCE(S) OF WATER:

Our water source(s) is/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, 2020. 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.

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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:

Chemical Contaminants								
Contaminant	MCL in CCR Units	MCLG	Level Detected	Range of Detections	Units	Sample Date	Violation Y/N	Sources of Contamination
Arsenic	10	0	6.7	1.3-6.7	ppb	2020	N	Erosion of Natural Deposits
Chlorine	4	4	2.71	1.0-2.71	ppm	2020	N	Water Additive used to Control Microbes
Barium	2	2	.15	.15	ppm	2018	N	Erosion of Natural 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.

Entry Point Disinfectant Residual							
Contaminant	Minimum Disinfectant Residual	Lowest Level Detected	Range of Detections	Units	Sample Date	Violation Y/N	Sources of Contamination
Chlorine	1.00	1.00	1.00-2.71	ppm	2020	N	Water additive used to control microbes.

Lead and Copper							
Contaminant	Action Level (AL)	MCLG	90 th Percentile Value	Units	# of Sites Above AL of Total Sites	Violation Y/N	Sources of Contamination
Lead	15	0	.95	ppb	0	N	Corrosion of household plumbing.
Copper	1.3	1.3	.014	ppm	0	N	Corrosion of household plumbing.

VIOLATIONS: Conneaut Lake Park Water received no violations in 2020.

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 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>

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: Todd Joseph. (610)563-7556



2022 ANNUAL DRINKING WATER QUALITY REPORT

PWSID #: 6200018 NAME: Conneaut Lake Park

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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 between the hours of 8am and 5pm or call (724)376-7013.

SOURCE(S) OF WATER:

Our water source(s) is/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.

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MONITORING YOUR WATER:

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DEFINITIONS:

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DETECTED SAMPLE RESULTS:

Chemical Contaminants								
Contaminant	MCL in CCR Units	MCLG	Level Detected	Range of Detections	Units	Sample Date	Violation Y/N	Sources of Contamination
Arsenic	10	0	2	0-2.0	ppb	2021	N	Erosion of Natural Deposits
Chlorine	4	4	2.18	1.01-2.18	ppm	2021	N	Water Additive used to Control Microbes
Barium	2	2	.15	.15	ppm	2018	N	Erosion of Natural 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.

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Contaminant	Minimum Disinfectant Residual	Lowest Level Detected	Range of Detections	Units	Sample Date	Violation Y/N	Sources of Contamination
Chlorine	1.00	1.01	1.01-2.18	ppm	2021	N	Water additive used to control microbes.

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Contaminant	Action Level (AL)	MCLG	90 th Percentile Value	Units	# of Sites Above AL of Total Sites	Violation Y/N	Sources of Contamination
Lead	15	0	.95	ppb	0	N	Corrosion of household plumbing.
Copper	1.3	1.3	.014	ppm	0	N	Corrosion of household plumbing.

VIOLATIONS: Conneaut Lake Park Water received violations for missed sampling in 2021. The samples missed were: SOC's, IOC's, and Disinfection By-products. We also received a violation because the CCR was not distributed to all of the customers of the water system.

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:

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2023 ANNUAL DRINKING WATER QUALITY REPORT

PWSID #: 6200018 NAME: Conneaut Lake Park

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Flouride	2	2	.1	.1	ppm	2018	N	Additive which promotes strong teeth
Haloacetic acids	60	N/A	15	15	ppb	08/16/22	N	By-Product of Drinking Water Disinfection
Trihalomethanes	80	N/A	9.6	9.6	ppb	08/16/22	N	By-Product of Drinking Water Disinfection

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Lead and Copper							
Contaminant	Action Level (AL)	MCLG	90th Percentile Value	Units	# of Sites Above AL of Total Sites	Violation Y/N	Sources of Contamination
Lead	15	0	.86	ppb	0	N	Corrosion of household plumbing.
Copper	1.3	1.3	0.2	ppm	0	N	Corrosion of household plumbing.

VIOLATIONS: Conneaut Lake Park Water received violations for late reporting in 2022. Asbestos and Radiological samples were collected within the proper time-frame but the 3rd party lab reported the sample results after the due date.

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:

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21. Please discuss the Company's treatment facilities at each water source.

RESPONSE:

There are 3 stages of water treatment for the water system. In the first stage, Ferric Chloride and sodium hypo chloride (liquid chlorine) are injected into the water system after it is pumped out of the wells. In the second stage the water put through a filtration system that consists of green sand plus filters and anthracite filtration media, which remove of iron, manganese and arsenic ; In the third and last stage, we add sodium silicate, which is a corrosion inhibitor for the distribution system.

Responsible Witness: Chris Greenberg
Date: 10-25-23

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22. Briefly discuss the Company's procedure for preventing contamination of the distribution system from dirt or other foreign materials while line breaks are being repaired.

RESPONSE:

The Company follows the PaDEP requirement that a certified operator be on site or by phone during leaks repairs. In addition, the Company follows the AWWA guidelines for leak repairs. Please note that most leak repairs are performed under pressure if possible to eliminate risk of contamination . If there is a need to shut down the system due to a leak, the plumbing fittings disinfection and the lines flushed once repressurized in accordance with AWWA guidelines.

Responsible Witness: C. Greenberg
Date: 10-25-23

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23. Please discuss any plans the Company has for replacing existing water lines or looping dead end lines. If so, provide anticipated date(s), pipeline location(s), pipeline size(s), and estimated cost(s).

RESPONSE:

The Company does not have any firm plans to replace existing water lines, but understands that such replacement will be needed in the near future. It does not have any plans to loop dead end lines.

Responsible Witness: Todd Joseph
Date: 10-25-23

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24. For each pressure zone, provide a pressure survey as required by 52 Pa.Code § 65.6.

RESPONSE:

The water system is very small and has only one pressure zone. The water pressures on the distribution system are regularly checked and constitute the required pressure survey. Attached is a listing of the water pressures at the water tower location from January 2023 through September 2023, attached as Exhibit 24-1.

Responsible Witness: Chris Greenberg
Date: 10-25-23

Chris Phone: (724)376-7013

Conneaut Lake Park Water Tower Visit Log

PWSID 6200018

JAN 25

Date	Time	PSI	Temp.	Initial
1	2230	49.8		M
2	2217	46.9		M
3	2141	48.7		M
4	1940	49.8		M
5	2045	48.2		M
2024 6	1800	47.8		M
7	1903	46.0		M
8	1045	ERR 5	(Frozen)	CRTG
9	1020	46		CRTG
10	1840	48.1		MDS
11	2140	46.3		M
12	2145	47.6		M
13	2110	46.9		M
14	20.5	47.8		M
15	1955	48.3		MDS
16	1355	46.0		MDS
17	1558	48.1		CRTG
18				
19				
20	1406	49.6		CRTG
21	2231	47.7		M
22	2210	47.2		M
23	2170	47.1		M
24	2030	46.3		M
25	2041	48.0		M
26	2242	47.7		M
27	1930	48.9		M
28	2330	46.5		M
29	1805	48.5		MDS
30	1350	46.3		CRTG
31	1647	50.1		CRTG

Notes: _____

Feb 2023

Chris Phone:(724)376-7013

Conneaut Lake Park Water Tower Visit Log

PWSID 6200018

Date	Time	PSI	Temp.	Initial
1	2025	48.8		LM
2	1924	49.5		M
3				
4	2235	49.8		M
5				
6				
7		47.1		
8	2041	46.6		LM
9	2139	46.8		M
10	2040	49.1		M
11	2040	48.3		M
12	1743	46.9		M
13	1711	47.5		M
14	2140	46.8		M
15	1851	47.9		M
16	2143	47.4		M
17	1931	48.1		M
18	1928	49.5		M
19	1940	49.6		M
20	2115	47.9		MDS
21	2014	46.5		M
22	2310	46.0		M
23	1915	48.5		M
24	2253	46.6		M
25	2241	49.1		M
26	1315	46.7		M
27	1320	46.0		MDS
28	2041	48.2		MDS
29				M
30				
31				

Notes: _____

AER MAR 2023

Chris Phone:(724)376-7013

Conneaut Lake Park Water Tower Visit Log

PWSID 6200018

Date	Time		PSI		Temp.		Initial
1	2335	2031	47.5				M
2	2235	1810	49.3				MOS
3	1911	1911	48.6				M
4	1709		48.9				M
5	1659		48.7				M
6	1815		48.1				M
7	1800		47.9				M
8							
9			48.8				
10	1741		48.2				M
11	1949		47.5				M
12	1105		48.1				MOS
13	1049		47.3				MOS
14	1535		48.1				M
15	1641		48.8				M
16	1815 2030		48.1 49.1				MOS MOS
17	2030 1845		48.1 47.8				MOS
18	1845 1640		47.8 47.3				MOS
19	1940		48.5				MOS
20	1615		47.9				MOS
21	1640		46.5				M
22	1610		47.2				M
23							
24							
25	1638		46.7				M
26	1615		47.0				M
27	2058		48.6				M
28	1710		46.0				M
29	2011		47.1				M
30	2022		46.5				M
31	1815		46.7				M

Notes: _____

April 2022

Chris Phone:(724)376-7013

Conneaut Lake Park Water Tower Visit Log

PWSID 6200018

Date	Time	PSI	Temp.	Initial
1	1424	46.2		
2	1231	46.3		M
3	1423	47.9		CRK
4	1514	49.7		CRC
5	1801	49.2		CRC
6	1903	46.1		M
7	1615	48.6		M
8	1502	45.0		MDS
9	1230	48.8		
10	0945	46.8		MDS
11	1908	48.6		MDS
12	1015	46.7		M
13	2020	49.6		M
14	2139	49.2		M
15	2116	48.5		M
16	1857	48.8		M
17	1828	47.9		M
18	1910	48.2		M
19	2107	46.3		M
20	1832	48.8		M
21	1815	47.9		M
22	1809	46.1		M
23	2020 1940	49.3		M
24	2040	48.1		MDS
25	1825	48.7		MDS
26	2010	48.3		M
27	1830	46.2		M
28	1751	48.1		M
29	1920	49.7		M
30	1535	47.6		M
31				MDS

Notes:

May 2022

Chris Phone: (724) 376-7013

Conneaut Lake Park Water Tower Visit Log

PWSID 6200018

Date	Time	PSI	Temp.	Initial
1	1300	48.9		MDS
2	14:30	50.1		SNE
3	2015	49.7		M
4	1909	47.8		M
5	2028	49.1		M
6	2041	48.2		M
7	1310	47.6		M
8	1813	47.3		M
9	1635	47.1		M
10	1629	49.1	46.9	M
11	1745	48.7		M
12	1829	49.8		M
13	1943	50.5		M
14	1915	54.9		SNE
15	21:13	47.4		SNE
16	2315	47.9		M
17	1940	53.9		M
18	1733	49.1		M
19	2110	47.3		M
20	1915	48.0		M
21				
22	0940	—	power off	CATG
23				
24	2110	45.0		M
25	12:46	410.0		
26				
27				
28	12:40	—		MDS
29	1205	47.8		MDS
30	1735	47.7		M
31	1940	48.8		M

Notes: 5-22-22 / Power Surge Fried Control.

JUNE 2022

Chris Phone:(724)376-7013

Conneaut Lake Park Water Tower Visit Log
PWSID 6200018

Date	Time	PSI	Temp.	Initial
1	1811	50.5		
2	2100	48.1		M
3	1900	44.9		M
4	22:23	48.1		M
5	22:35	45.6		SJK SLW
6				
7				
8				
9	2115	46.0		
10	2053	46.1		M
11				M
12				
13	1835	46.1		
14				M
15				
16				
17	1809	48.8		
18	2140	47.6		M
19	2010	48.1		MDS
20				MDS
21	1900	46.7		
22		47		CRTG
23	1621	47.1		
24	1645	47.6		CRTG
25	1340	47.1		M
26	1332	48.2		CRTG
27	1439	46.4		CRTG
28				CRTG
29				
30				
31				

Notes:

July 2023

Chris Phone: (724) 376-7013

Conneaut Lake Park Water Tower Visit Log

PWSID 6200018

Date	Time	PSI	Temp.	Initial
1	1730	48.8		
2	1633	48.3		M
3	1911	48.1		M
4				M
5				
6				
7	1951	47.7		
8	2250	46.8		M
9	0734	46.6		M
10				CRTG
11	2139	46.9		
12	2200	47.3		M
13				M
14	2145	48.1		
15	1925	47.6		M
16				M
17				
18				
19	2034	47.8		
20				M
21	2018	48.7		
22	1715	47.9		M
23	1730	48.0		M
24				MDS
25	2131	48.0		
26	2010	44.0		M
27				M
28	0725	48.0		
29	1045	42.0		M
30	9:00	48.0		SM
31	4:20	49		SM

Notes: _____

Aug 2023

Chris Phone: (724) 376-7013

Conneaut Lake Park Water Tower Visit Log

PWSID 6200018

Date	Time	PSI	Temp.	Initial
1				
2	1136	44.0		
3	0948	44.8		M
4	2138	48.0		CG
5	7140	48.0		M
6	1800	47.3		M
7	7130	46		M
8	2020	48		M
9	2030	46		M
10	1330	48		M
11	2300	42		M
12	1800	46		M
13	9:00	40		M
14				same
15	1935	48		M
16	9:00	46		M
17		46		M
18	1955	48		
19	1900	42		M
20				M
21	1040	42		
22				MDS
23	2015	38		M
24	1821	49		CRTE
25	1149	43.6		CRTE
26	085	44.8		
27	0839	46.9		
28	.			CRTE
29				CRTE
30				
31				

Notes:

~~repaired~~ New control & surge protector
replaced control 8-3-22

8-24-22 Set @ 45-49

Sept 2013

Chris Phone: (724)376-7013

Conneaut Lake Park Water Tower Visit Log

PWSID 6200018

Date	Time	PSI	Temp.	Initial
1	7007	47.1		
2	1935	48.7		
3	2111	47.6		
4	2011	48.0		
5				
6	2150	48.1		
7	2043	46.3		
8	2135	48.6		
9	2325	46.0		
10				
11	1949	46.3		
12	2257	48.6		
13	2211	47.4		
14	2038	48.1		
15	2135	48.3		
16				
17	1201	46.9		
18	1419	47.7		
19	1955	47.4		
20	2136	48.4		
21	2053	48.7		
22				
23	2128	47.9		
24	2159	48.0		
25	2320	47.3		
26	2042	47.6		
27	1033	46.1		
28	1925	48.0		
29	1040	47.5		
30				
31				

Notes: _____

Pennsylvania Public Utility Commission
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Conneaut Lake Park Water Company
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Interrogatories of the Office of Consumer Advocate
Set I

25. Please identify by name all booster pumping stations installed in the distribution system. Provide information of the pumping capacity of each pumping station.

RESPONSE:

There are no booster stations on the distribution system.

Responsible Witness: Chris Greenberg
Date: 10-25-23

Pennsylvania Public Utility Commission
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26. Provide the following information on each of the Company's distribution storage facilities:
- a. type of storage facilities (pneumatic, ground, standpipe, or elevated tank);
 - b. maximum capacity in gallons;
 - c. overflow elevation in feet mean sea level;
 - d. whether or not the flow of water into the tank is automatically controlled based on the water level in the tank;
 - e. frequency the water level in the tank is recorded;
 - f. normal daily water level fluctuation in feet;
 - g. type of alarms provided for high and low water levels;
 - h. latest date the inside of the tank was inspected;
 - i. latest date the inside of the tank was painted;
 - j. latest date the outside of the tank was painted; and
 - k. type of security provided around the tank site.

RESPONSE:

- (a)&(b) 70,000 gallon elevated tank.
- (c) Unknown
- (d) Yes, it is automatically controlled by pressure levels that are directly related to amount of water in the storage tank
- (e) Water levels are recorded daily
- (f) The normal daily water level fluctuation is approximately 7 feet.
- (g) There are no alarms
- (h) 2018
- (i) Unknown
- (j) Unknown
- (k) The security is a locked door and fencing with a locked gate

Responsible Witness: Chris Greenberg
Date: 10-25-23

Pennsylvania Public Utility Commission
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27. Do all customers have a separate service line? If not, please discuss.

RESPONSE:

No. It is believed the system operated a one property originally, but that over time various parts were subdivided off and sold. It is believed that the boundaries for these parcels did not necessarily follow the water distribution system connections, and as a result there are laterals off of the main distribution line that have multiple customers on them.

Responsible Witness: Todd Joseph
Date: 10-25-23

Pennsylvania Public Utility Commission
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575
Interrogatories of the Office of Consumer Advocate
Set I

28. Do all customers have a separate curb stop/shut-off valve? If not, please discuss.

RESPONSE:

No, see above discussion in No. 27.

Responsible Witness: Todd Joseph
Date: 10-25-23

Pennsylvania Public Utility Commission
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Conneaut Lake Park Water Company
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29. Do all customers have a separate water meter? If not, please discuss.

RESPONSE:

No residential customers have separate water meters. The commercial customers have water meters. The system was acquired through a Bankruptcy proceeding without meters being in place. The Company currently has a pending request to be exempt from the metering requirements for residential customers.

Responsible Witness: Todd Joseph
Date: 10-25-23

Pennsylvania Public Utility Commission
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30. Please provide unaccounted for water information for the calendar years 2019, 2020, and 2021 based on the PUC method shown on Section 500 of the Class “A” and “B” Water Company Annual Reports.

RESPONSE:

The Company does not meet the revenue requirements for either a Class A or a Class B water company, and is not required to report such numbers. Further, the Company does not have a means to accurately calculate that information.

Responsible Witness: Chris Greenberg
Date: 10-25-23

Pennsylvania Public Utility Commission
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Conneaut Lake Park Water Company
Docket No. R-2023-3041575
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Set I

31. Please describe the Company's leak detection plan.

RESPONSE:

The Company monitors daily usage. The daily flows of the water system in each season are consistent. Thus, if flows of any single day in a particular season are significantly higher and remain so for a couple of days, then the Company will begin investigating whether it has leak and where.

Responsible Witness: Chris Greenberg
Date: 10-25-23

Pennsylvania Public Utility Commission
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Set I

32. Identify the certified operator(s) of the water system and provide a copy of the current certification(s).

RESPONSE:

Christopher R. Greenberg of Keystone Water Systems is the certified operator for the system. Attached is his current Certification as Exhibit 32-1.

Responsible Witness: Chris Greenberg
Date: 10-25-23

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 Kelland

Board Chairperson

Pennsylvania Public Utility Commission
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Set I

33. If the entire system was not completely flushed at least once in 2020, 2021 and 2022, please explain why not.

RESPONSE:

Generally the system is flushed quarterly, unidirectionally, which starts close to the water tower and then the Company works its way out to the dead ends.

Responsible Witness: Chris Greenberg
Date: 10-25-23

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Set I

34. Please indicate if daily chlorine residual measurements are taken, and if so, at what locations in the distribution system. Indicate the Company's target range for chlorine residuals and explain the rationale for this range. Indicate if the Company can maintain this target chlorine residual range. If not, explain in detail why this level cannot be maintained.

RESPONSE:

Yes, daily chlorine measurements are taken. Measurements are taken at the distribution system entry point and at the following 3 locations throughout the distribution system . water tower; Dollar General and the Hotel. Target range is generally be between 1.5 and 2.0 mg/l at entry and distribution stage is between 0.5 and 1.0 mg/l, and the Company is able to maintain it.

Responsible Witness: Chris Greenberg
Date: 10-25-23

Pennsylvania Public Utility Commission
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35. Please provide the following data on customer water demands and water supply facilities on an annual basis, for the calendar years 2020, 2021, 2022 and 2023 to date. Indicate if answers are actual or estimated. Safe or dependable yield is the maximum flow rate that can constantly and legally be withdrawn from the source during a drought condition.
- a. Average day demand.
 - b. Maximum day demand.
 - c. Safe or dependable yield of all water supply sources.
 - d. Any limitations of treatment, pumping, or distribution system facilities in supplying the safe or dependable yield.
 - e. Usable distribution storage.

RESPONSE:

(a) Average Day Demand

2023 - Not Available
2022 - 32,672
2021 - 45,337
2020 - 31,315

(b) Maximum Day Demand

2023 - 84,694
2022 - 118,559
2021 - 258,200
2020 - 156,081

(c) 300 gpm for both wells combined

(d) 180 gpm on filtration based on treatment requirements

(e) Usable storage is approximately 70,000 gallons

Responsible Witness: Chris Greenberg

Date: 10-25-23

Pennsylvania Public Utility Commission
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Interrogatories of the Office of Consumer Advocate
Set I

36. Please discuss the number of water system employees working during second and third shifts and during weekend days.

RESPONSE:

The Certified Operator works on site once a day for at least an hour for 7 days a week. The Certified Operator also works additional hours as needed.

Responsible Witness: Chris Greenberg
Date: 10-25-23

Pennsylvania Public Utility Commission
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Set I

37. Please provide a detailed explanation of the Company's compliance with state and federal lead and copper testing requirements for the last three (3) calendar years. In the response, include a discussion of when the tests were performed, how many samples were taken, what sites were chosen, the results, and any further actions which may be required.

RESPONSE:

See the Reports for 2021, 2022 and 2023, attached at Exhibit 20-1, 20-2 and 20-3 showing no violations for the copper and lead levels in the water system. Also attached as Exhibit 37-1 are the lab results for the tests performed in 2022, which was the last required testing period.

Responsible Witness: C. Greenberg
Date: 10-25-23



2019 Ninth Avenue
 PO Box 1925
 Altoona, PA 16603
 (814) 946-4306



NELAP: PA 07-062, VA 460212
 State Certifications: MD 275, WV 364

www.fairwaylaboratories.com

Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: Client

Reported:

Project Manager: Chris Greenberg

Number of Containers:

10/06/22 09:06

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Sample Type	Date Sampled	Date Received
901 Conneaut Lake Park	AWI5396-01	Water	Grab	09/20/22 13:26	09/21/22 15:10
902 Conneaut Lake Park	AWI5396-02	Water	Grab	09/20/22 13:38	09/21/22 15:10
903 Conneaut Lake Park	AWI5396-03	Water	Grab	09/19/22 06:51	09/21/22 15:10
904 Conneaut Lake Park	AWI5396-04	Water	Grab	09/18/22 05:41	09/21/22 15:10
905 Conneaut Lake Park	AWI5396-05	Water	Grab	09/20/22 07:44	09/21/22 15:10

Fairway Laboratories, Inc.

Reviewed and Submitted by:

Michael P. Tyler
 Laboratory Director

Exhibit 37-1

Fairway Labs in Altoona, PA is a NELAP (National Environmental Laboratory Accreditation Program) accredited lab, and as such, certifies that all applicable test results meet the requirements of NELAP, unless otherwise stated on the analytical report.

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



2019 Ninth Avenue
 PO Box 1925
 Altoona, PA 16603
 (814) 946-4306



NELAP: PA 07-062, VA 460212
 State Certifications: MD 275, WV 364

www.fairwaylaboratories.com

Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: Client

Reported:

Project Manager: Chris Greenberg

Number of Containers:

10/06/22 09:06

Client Sample ID: 901 Conneaut Lake Park

Date/Time Sampled: 09/20/22 13:26

Laboratory Sample ID: AWI5396-01 (Water/Grab)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
---------	--------	-----	----	-------	----------------------	-------------------	-----------	------

Metals (Drinking Water) by EPA 200 Series Methods

Copper	198		12.5	ug/l	09/29/22 15:51	EPA 200.8/Rev. 5.4	TJO	
Lead	0.843		0.500	ug/l	09/29/22 15:51	EPA 200.8/Rev. 5.4	TJO	

Fairway Laboratories, Inc.

Fairway Labs in Altoona, PA is a NELAP (National Environmental Laboratory Accreditation Program) accredited lab, and as such, certifies that all applicable test results meet the requirements of NELAP, unless otherwise stated on the analytical report.

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 Altoona, PA 16603
 (814) 946-4306



NELAP: PA 07-062, VA 460212
 State Certifications: MD 275, WV 364

www.fairwaylaboratories.com

Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: Client

Reported:

Project Manager: Chris Greenberg

Number of Containers:

10/06/22 09:06

Client Sample ID: 902 Conneaut Lake Park

Date/Time Sampled: 09/20/22 13:38

Laboratory Sample ID: AW15396-02 (Water/Grab)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
---------	--------	-----	----	-------	----------------------	-------------------	-----------	------

Metals (Drinking Water) by EPA 200 Series Methods

Copper	188		12.5	ug/l	09/29/22 15:55	EPA 200.8/Rev. 5.4	TJO	
Lead	0.761		0.500	ug/l	09/29/22 15:55	EPA 200.8/Rev. 5.4	TJO	

Fairway Laboratories, Inc.

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 (814) 946-4306



NELAP: PA 07-062, VA 460212
 State Certifications: MD 275, WV 364

www.fairwaylaboratories.com

Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: Client

Reported:

Project Manager: Chris Greenberg

Number of Containers:

10/06/22 09:06

Client Sample ID: 903 Conneaut Lake Park

Date/Time Sampled: 09/19/22 06:51

Laboratory Sample ID: AWI5396-03 (Water/Grab)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
---------	--------	-----	----	-------	----------------------	-------------------	-----------	------

Metals (Drinking Water) by EPA 200 Series Methods

Copper	186		12.5	ug/l	09/29/22 15:59	EPA 200.8/Rev. 5.4	TJO	
Lead	0.804		0.500	ug/l	09/29/22 15:59	EPA 200.8/Rev. 5.4	TJO	

Fairway Laboratories, Inc.

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 Altoona, PA 16603
 (814) 946-4306



NELAP: PA 07-062, VA 460212
 State Certifications: MD 275, WV 364

www.fairwaylaboratories.com

Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: Client

Reported:

Project Manager: Chris Greenberg

Number of Containers:

10/06/22 09:06

Client Sample ID: 904 Conneaut Lake Park

Date/Time Sampled: 09/18/22 05:41

Laboratory Sample ID: AWI5396-04 (Water/Grab)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
---------	--------	-----	----	-------	----------------------	-------------------	-----------	------

Metals (Drinking Water) by EPA 200 Series Methods

Copper	184		12.5	ug/l	09/29/22 16:42	EPA 200.8/Rev. 5.4	TJO	
Lead	0.871		0.500	ug/l	09/29/22 16:42	EPA 200.8/Rev. 5.4	TJO	

Fairway Laboratories, Inc.

Fairway Labs in Altoona, PA is a NELAP (National Environmental Laboratory Accreditation Program) accredited lab, and as such, certifies that all applicable test results meet the requirements of NELAP, unless otherwise stated on the analytical report.

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 Altoona, PA 16603
 (814) 946-4306



NELAP: PA 07-062, VA 460212
 State Certifications: MD 275, WV 364

www.fairwaylaboratories.com

Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: Client

Reported:

Project Manager: Chris Greenberg

Number of Containers:

10/06/22 09:06

Client Sample ID: 905 Conneaut Lake Park

Date/Time Sampled: 09/20/22 07:44

Laboratory Sample ID: AWI5396-05 (Water/Grab)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
---------	--------	-----	----	-------	----------------------	-------------------	-----------	------

Metals (Drinking Water) by EPA 200 Series Methods

Copper	178		12.5	ug/l	09/29/22 17:01	EPA 200.8/Rev. 5.4	TJO	
Lead	0.834		0.500	ug/l	09/29/22 17:01	EPA 200.8/Rev. 5.4	TJO	

Fairway Laboratories, Inc.

Fairway Labs in Altoona, PA is a NELAP (National Environmental Laboratory Accreditation Program) accredited lab, and as such, certifies that all applicable test results meet the requirements of NELAP, unless otherwise stated on the analytical report.

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



2019 Ninth Avenue
 PO Box 1925
 Altoona, PA 16603
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Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: Client

Reported:

Project Manager: Chris Greenberg

Number of Containers:

10/06/22 09:06

Definitions:

If surrogate values are not within the indicated range, then the results are considered to be estimated.

Reporting limits are adjusted accordingly when samples are analyzed at a dilution due to the matrix.

+ MBAS, calculated as LAS, mol wt 348

If the solid sample weight for VOC analysis does not fall within the 3.5-6.5 gram range, the results are considered estimated values.

Unless otherwise noted, all results for solids are reported on a dry weight basis.

Samples collected by Fairway Laboratories' personnel are done so in accordance with Standard Operating Procedures established by Fairway Laboratories.

The following analyses are to be performed immediately upon sampling: pH, sulfite, chlorine residual, dissolved oxygen, filtration for ortho phosphorus, and ferrous iron. The date and time reported reflect the time the samples were analyzed at the laboratory; and should be considered as analyzed outside the EPA holding time.

^ The following analytes are to be filtered immediately upon sampling: Hexavalent Chromium. Filtration through a 0.45 micron filter within 15 minutes of sampling is required for compliance with the Clean Water Act (CWA) for reporting of hexavalent chromium to prevent interconversion of chromium species.

* **Analysis location indicator:**

D: Indicates analysis performed by Fairway Laboratories, Inc., 40 Hoover Ave., DuBois, PA 15801. PA DEP Chapter 252 certification: PA 33-00258.

E: Indicates analysis performed by Fairway Laboratories, Inc., 1920 East 38th Street, Erie, PA 16510. NELAP certification: PA 25-05907.

P: Indicates analysis performed by Fairway Laboratories, Inc., 89 Kristi Rd., Pennsdale, PA 17756. PA DEP Chapter 252 certification: PA 41-04684.

W: Indicates analysis performed by Fairway Laboratories, Inc., 1980 Golden Mile Rd., Wysox, PA 18854. NELAP certification: PA 08-05622 and NY 12127.

< Represents "less than" - indicates that the result was less than the RL, or the MDL if indicated for the parameter.

MDL Method Detection Limit - is the lowest or minimum level that provides 99% confidence level that the analyte is detected. Any reported result values that are less than the RL are considered estimated values. If Radiological results are reported, the MDC - Minimum Detectable Concentration is shown in the MDL column.

RL Reporting Limit - is the lowest or minimum level at which the analyte can be quantified.

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Project Number: [none]

Collector: Client

Reported:

Project Manager: Chris Greenberg

Number of Containers:

10/06/22 09:06

Definitions Continued:

- [CALC] Indicates a calculated result. Calculations use results from other analyses performed under accredited methods.
- ND Non Detect. The noted analyte was not detected in the sample.

(-) Method Revision Indicator - West Virginia Samples

- EPA 8270D - : Indicates that samples collected in West Virginia are analyzed by Method SW 8270E.
- EPA 8260B - : Indicates that samples collected in West Virginia are analyzed by Method SW 8260D.
- EPA 8015D - : Indicates that samples collected in West Virginia are analyzed by Method SW 8015C.
- EPA 1010 - : Indicates that samples collected in West Virginia are analyzed by Method SW 1010B.
- EPA 6010B - : Indicates that samples collected in West Virginia are analyzed by Method SW 6010D.



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Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: Client

Reported:

Project Manager: Chris Greenberg

Number of Containers:

10/06/22 09:06

Terms & Conditions

Services provided by Fairway Laboratories Inc. are limited to the terms and conditions stated herein, unless otherwise agreed to in a formal contract.

CHAIN OF CUSTODY Fairway Laboratories Inc. ("Fairway," "us" or "we") will initiate a chain-of-custody/request for analysis upon sample receipt unless the client includes a completed form with the received sample(s). Upon request, Fairway will provide chain-of-custody forms for use.

CONFIDENTIALITY Fairway maintains confidentiality in all of our client interactions. The client's consent will be required before releasing information about the services provided.

CONTRACTS All contracts are subject to review and approval by Fairway's legal council. Each contract must be signed by a corporate officer.

PAYMENT/BILLING Unless otherwise set forth in a signed contract or purchase order, terms of payment are "NET 30 Days." The time allowed for payment shall begin based on the invoice date. A 1.5% per month service charge may be added to all unpaid balances beyond the initial 30 days. In its sole discretion, Fairway reserves the right to request payment before services and hold sample results for payment of due balances. We will not bill a third party without prior agreement among all parties acknowledging and accepting responsibility for payment.

SAMPLE COLLECTION AND SUBMISSION Clients not requesting collection services from Fairway are responsible for proper collection, preservation, packaging, and delivery of samples to the laboratory in accordance with current law and commercial practice. Fairway shall have no responsibility for sample integrity prior to the receipt of the sample(s) and/or for any inaccuracy in test or analyses results as a result of the failure of the client or any third party to maintain the integrity of samples prior to delivery to Fairway. All samples submitted must be accompanied by a completed chain of custody or similar document clearly noting the requested analyses, dates/time sampled, client contact information, and trail of custody. Samples received at the laboratory after business hours are verified on the next business day. Discrepancies are documented on the Receiving Document.

SUBCONTRACTING Some analyses may require subcontracting to another laboratory. Unless the client indicates otherwise, this decision will be made by Fairway. Subcontracted work will be identified on the final report in accordance with NELAC requirements.

RETURN OF RESULTS Fairway routinely provides faxed or verbal results within 10 working days of receipt of sample(s) and a hard copy of the data results is routinely received via US Postal Service within 15 working days. At the request of the client, Fairway may offer expedited return of sample results. Surcharges may apply to rush requests. All rush requests must be pre-approved by Fairway. We reserve the right to charge an archive retrieval fee for results older than one (1) year from the date of the request. All records will be maintained by Fairway for 5 years, after which, they will be destroyed.

SAMPLE DISPOSAL Fairway will maintain samples for four (4) weeks after the sample receipt date. Fairway will dispose of samples which are not and/or do not contain hazardous wastes (as such term is defined by applicable federal or state law), unless prior arrangements have been made for long-term storage. Fairway reserves the right to charge a disposal fee for the proper disposal of samples found or suspected to contain hazardous waste. A return shipping charge will be invoiced for samples returned to the client at their request.

HAZARD COMMUNICATION The client has the responsibility to inform the laboratory of any hazardous characteristics known or suspected about the sample, and to provide information on hazard prevention and personal protection as necessary or otherwise required by applicable law.

WARRANTY AND LIMITATION OF LIABILITY For services rendered, Fairway warrants that it will apply its best scientific knowledge and judgment and to employ its best level of effort consistent with professional standards within the environmental testing industry in performing the analytical services requested by its clients. We disclaim any other warranties, expressed or implied by law. Fairway does not accept any legal responsibility for the purposes for which client uses the test results.

LITIGATION All costs associated with compliance to any subpoena for documents, for testimony in a court of law, or for any other purpose relating to work performed by Fairway Laboratories, Inc. shall be invoiced by Fairway and paid by client. These costs shall include, but are not limited to, hourly charges for the persons involved, travel, mileage, and accommodations and for any and all other expenses associated with said litigation.

Fairway Laboratories, Inc.

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FLI SAMPLE RECEIPT PROTOCOL

WORK ORDER: AW15396
CLIENT: Keystone
DATE SAMPLED: 9-18-22 DATE RECEIVED: 9-21-22 TIME RECEIVED: 1510
- 9-20-22



- 1. CHECK ALL THAT APPLY: PA WV MD PWS NPDES/COMPLIANCE DAIRY RUSH
- 2. WERE ANY OF THE SAMPLE CONTAINERS DAMAGED/LEAKING? (ARE CUSTODY SEALS BROKEN?) YES NO

IF YES, EXPLAIN: _____

3. NUMBER OF CONTAINERS RECEIVED: 5

4. WERE THE SAMPLES RECEIVED ON ICE/OTHER ACCEPTABLE REFRIGERANT? YES NO

IF NO, EXPLAIN: _____

5. RECEIVING TEMP: 6.5°C TEMP CONTROL(S) PRESENT YES NO BOTTLE(S) TEMPED: 5

6. WERE THE SAMPLES PROPERLY PRESERVED? YES NO

IF NO, EXPLAIN: Samples preserved at fairway 9-22-22 at 1115.

7. WERE THE SAMPLES COLLECTED IN THE CORRECT CONTAINERS? YES NO

IF NO, EXPLAIN: _____

8. IS THERE HEADSPACE PRESENT FOR VOLATILES/ODOR SAMPLES? YES NO N/A

9. WAS THE COC FILLED OUT PROPERLY? YES NO

IF NO, EXPLAIN: _____

10. DID THE SAMPLE LABEL(S) CONTAIN ADEQUATE INFO? (CLIENT/DATE/TIME/PRESERVATIVE) YES NO

IF NO, EXPLAIN: _____

11. WERE ANY OF THE SAMPLES RECEIVED OUTSIDE OF HOLDING TIME? YES NO

IF YES, EXPLAIN: _____

12. DO THE SAMPLES REQUIRE ANALYSES THAT HAVE A SHORT HOLDING TIME? YES NO

IF YES, WHAT ANALYSES? _____ PLEASE NOTIFY LABORATORY ANALYSTS!

13. IS SUBCONTRACTING REQUIRED? YES NO

IF YES, WHAT ANALYSES? _____

14. WAS THE CLIENT CONTACTED? IF YES, FILL OUT THE FOLLOWING:

FLI EMPLOYEE INITIALS: _____ CLIENT SPOKEN TO: _____ DATE/TIME: _____

OUTCOME: _____

SIGNATURE: [Signature]

Pennsylvania Public Utility Commission
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575
Interrogatories of the Office of Consumer Advocate
Set I

38. If lead action levels were exceeded, then indicate all actions taken by the Company including, but not limited to, notification of customers and the media.

RESPONSE:

The Company has had no lead levels exceeded since it receive its Certificate of Public Convenience. The Company understands that there was a lead level exceedance in 2016 due to a sampling error.

Responsible Witness: Chris Greenberg
Date: 10-25-23

Pennsylvania Public Utility Commission
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575
Interrogatories of the Office of Consumer Advocate
Set I

39. Please provide copies of all materials sent to customers regarding monitoring of lead and copper and identify the materials sent to customers where lead action levels have been exceeded.

RESPONSE:

No materials regarding exceedances of lead or copper levels have been sent to customers since there has been no exceedances.

Responsible Witness: Chris Greenberg
Date: 10-25-23

Pennsylvania Public Utility Commission
,
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575
Interrogatories of the Office of Consumer Advocate
Set I

40. How many dead-end lines do not have fire hydrants or blow-off valves near the dead end for flushing purposes?

RESPONSE:

Unknown.

Responsible Witness: Chris Greenberg
Date: 10-25-23

Pennsylvania Public Utility Commission
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575
Interrogatories of the Office of Consumer Advocate
Set I

41. How many isolation valves are installed in the Company's distribution system?

RESPONSE:

Unknown. The Company is aware of at least 6 isolation valves, but does not know if that is all the isolation valves on the system.

Responsible Witness: Chris Greenberg
Date: 10-23-25

Pennsylvania Public Utility Commission
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575
Interrogatories of the Office of Consumer Advocate
Set I

42. How many of the isolation valves need to be repaired or replaced?

RESPONSE:

Unknown.

Responsible Witness: Chris Greenberg
Date: 10-23-25

Pennsylvania Public Utility Commission
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575
Interrogatories of the Office of Consumer Advocate
Set I

43. How many of the isolation valves have not been exercised during the previous five years?

RESPONSE:

The Company has exercised the 6 isolation vales of which it is aware on an annual basis.

Responsible Witness: Chris Greenberg
Date: 10-25-23

Pennsylvania Public Utility Commission
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575
Interrogatories of the Office of Consumer Advocate
Set I

44. Has the Company requested its customers to reduce their water use during the calendar years 2020, 2021, 2022 and 2023 to date? If yes, please discuss the dates and durations of any such requests. Include copies of all written and published notifications of such requests. Also include copies of all correspondence with DEP regarding the Company's water supply source being inadequate.

RESPONSE:

Since receiving the Certificate of Public Convenience, the Company has not requested any of its customers to reduce water usage., and is not aware of any such requests being made by the prior owner back to 2020.


Responsible Witness: Chris Greenberg
Date: 10-25-23

Pennsylvania Public Utility Commission
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575
Interrogatories of the Office of Consumer Advocate
Set I

VERIFICATION

I, Todd Joseph, hereby state that the averments set forth in the foregoing Responses Nos. 1-3, 5-17, 23, and 27-29 to Interrogatories of the Office of Consumer Advocate, Set 1, at Docket No. R-2023-3041575, are true and correct to the best of my knowledge, information, and belief. 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: 10/25/2023

DocuSigned by:

6A207A8408154A8

Todd Joseph

Pennsylvania Public Utility Commission
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575
Interrogatories of the Office of Consumer Advocate
Set I

VERIFICATION

I, Connie Heppenstall, hereby state that the averments set forth in the foregoing Responses Nos. 4 to Interrogatories of the Office of Consumer Advocate, Set 1, at Docket No. R-2023-3041575, are true and correct to the best of my knowledge, information, and belief. 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: 10/25/2023



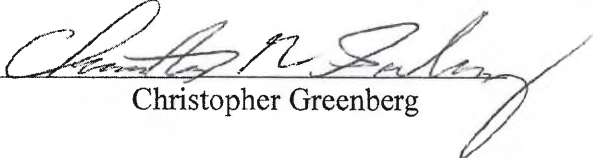
Connie Heppenstall

Pennsylvania Public Utility Commission
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575
Interrogatories of the Office of Consumer Advocate
Set I

VERIFICATION

I, Christopher Greenberg, hereby state that the averments set forth in the foregoing Responses Nos. 18-22, 24-26, and 30-44 to Interrogatories of the Office of Consumer Advocate, Set 1, at Docket No. R-2023-3041575, are true and correct to the best of my knowledge, information, and belief. 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: 10-29-23



Christopher Greenberg

Exhibit 7

Responses to I&E Data Requests
Set RE (Nos. 23-D - 25-D)
Walker - 11/03/23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RE-23-D Reference Conneaut Lake Park Water Corporation, Inc. filing, Schedule D, Statements of Income, Conneaut Lake Park Water Corporation, Inc.'s response to I&E-RE-1-D, Part E, and I&E-RE-1-D Attachment concerning revenues. Provide the following:

- A. Reconciliation of the annualized amount shown on Schedule D, \$26,555, the stated HTY total revenues provided in response to I&E-RE-1-D, Part E, \$26,046, and the sum of the Yearly Billing Amount 2022 column of I&E-RE-1-D Attachment, totaling \$17,441.58.

Response:

We do not understand this question. What is the source of the \$17,441.58 as we do not see that number in the attachment to RE 1-D?

- B. Confirmation that the amounts shown in the Yearly Billing Amount 2022 column of I&E-RE-1-D Attachment do not include outstanding balances from 2021.

Response:

Confirmed.

Responsible Witness: Connie Heppenstall

Date: 11-3-23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RE-24-D Reference Conneaut Lake Park Water Corporation, Inc.'s response to I&E-RE-7-D, concerning general office expenses. Provide the following:

- A. Identity of the individual(s) to whom the labor costs of \$3,000 and management costs of \$6,000 were paid or would have been paid if Conneaut Lake Park Water Corporation, Inc. did not experience a lack of funding in 2022.

Response:

The \$3,000 was paid to a part-time employee of the Company. The \$6,000 is the amount billed for Mr. Joseph's time, but was not paid.

Responsible Witness: Todd Joseph

Date: 11-3-23

- B. Identity of the individual(s) to whom the claimed labor costs of \$2,400 would be paid in 2023.

Response:

The \$2,400 was paid to a part-time employee of the Company.

Responsible Witness: Todd Joseph

Date: 11-3-23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

I&E-RE-25-D Reference Conneaut Lake Park Water Corporation, Inc.'s response to I&E-RE-12-D, concerning rate case expense. MacDonald Illig Attorneys' Invoice #593105 includes large, redacted portions on pages 1, 2, and 3. Provide the following:

- A. A detailed explanation for why it is appropriate to redact these portions of the invoice.

Response:

Attorney-Client Privilege/Work Product.

Responsible Witness: Mark Shaw, Esq.

Date: 11-3-23

- B. A general description of activity corresponding to each date listed along with total dollar amounts by day.

Response:

Without waiving the attorney client privilege or attorney work product, the time entries generally relate to preparing the tariff and related filings; communication with the client and consultant; preparing the petition and responding to the preliminary objections; miscellaneous legal research and responding to discovery.

Responsible Witness: Mark Shaw, Esq.

Date: 11-3-23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

- C. The anticipated date of the next invoice from MacDonald Illig Attorneys.

Response:

The "next invoice" was just sent out on 11/1/23 in the amount of \$11,022.87, of which approximately \$2,650 was attributable to the Preliminary Objections filed regarding the Petition.

Responsible Witness: Mark Shaw, Esq.
Date: 11-3-23

- D. Confirmation that the activities included on this invoice are only attributable to Conneaut Lake Park Water Corporation, Inc. and only for the instant base rate proceeding. If not, please identify amounts attributable to other proceedings.

Response:

These amounts include the rate proceeding and also include amounts dedicated to the Petition for Meter Exemption, but were included since the Commission Ordered a meter plan to accompany the next rate increase filing. No other matters are included. Of the \$11,933.98 billed in the first bill, \$4,772.00 related to the Petition. (NOTE the first invoice was recently reissued reflecting an agreed upon change in the rates charged).

Responsible Witness: Mark Shaw, Esq.
Date: 11-3-23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS
CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

VERIFICATION

I, Connie Heppenstall, hereby state that the averments set forth in the foregoing Responses No. 23-D to IE Data Request Set RE (Nos. 23-D through 25-D) at Docket No. R-2023-3041575, are true and correct to the best of my knowledge, information, and belief. 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: 10/3/2023



Connie Heppenstall

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.


Docket No. R-2023-3041575

Analyst: Zac Walker

VERIFICATION

I, Todd Joseph, hereby state that the averments set forth in the foregoing Responses No. 24-D to IE Data Request Set RE (Nos. 23-D through 25-D) at Docket No. R-2023-3041575, are true and correct to the best of my knowledge, information, and belief. 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: 11/3/2023

DocuSigned by:

6A20AA3408734A6...

Todd Joseph

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.


Docket No. R-2023-3041575

Analyst: Zac Walker

VERIFICATION

I, Mark J. Shaw, Esq., hereby state that the averments set forth in the foregoing Responses No. 25-D to IE Data Request Set RE (Nos. 23-D through 25-D) at Docket No. R-2023-3041575, are true and correct to the best of my knowledge, information, and belief. 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: 11/3/23



Mark J. Shaw, Esq.

Exhibit 8

Revised Response to I&E Data
Requests Set RE No 23-D - 11/20/23

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

REVISED RESPONSE

I&E-RE-23-D Reference Conneaut Lake Park Water Corporation, Inc. filing, Schedule D, Statements of Income, Conneaut Lake Park Water Corporation, Inc.'s response to I&E-RE-1-D, Part E, and I&E-RE-1-D Attachment concerning revenues. Provide the following:

- A. Reconciliation of the annualized amount shown on Schedule D, \$26,555, the stated HTY total revenues provided in response to I&E-RE-1-D, Part E, \$26,046, and the sum of the Yearly Billing Amount 2022 column of I&E-RE-1-D Attachment, totaling \$17,441.58.

Response:

The HTY total revenues provided in response to I&E-RE-1-D attachment were not the final customer count figures that were included in the filing. Attached is the billing data that was used to develop the final present rate revenue.

- B. Confirmation that the amounts shown in the Yearly Billing Amount 2022 column of I&E-RE-1-D Attachment do not include outstanding balances from 2021.

Response:

Confirmed.

Responsible Witness: Connie Heppenstall

Date: 11-17-23

CONNEAUT LAKE PARK WATER CORPORATION
 SUMMARY OF BILLING DETAIL FOR FILING

Class	Rate		Units	Total
R part time	\$ 86.40	68		68
R Part time	\$ 720.00	1	4	4
Part Time Total				<u>72</u>
R full time	\$ 172.70	71	1	71
R full time	\$ 345.50	1	2	2
R full time	\$ 518.10	1	3	3
R full time	\$ 1,036.20	1	6	6
R full time	\$ 690.80	1	4	4
R full time	\$ 345.40	1	2	2
R full time	\$ 345.50	1	2	2
Full time Total				<u>90</u>
Commercial	\$ 3,082.40	1		1
Commercial	\$ 1,200.00	1		1
		<u>148</u>		<u>164</u>

CONNEAUT LAKE WATER CORPORATON
BILLING DETAIL

SERVICE ADDRESS	Amount	BILLING ADDRESS	CITY	STATE	ZIP
12241 Lake St	\$ 3,082.40	12360 Walnut Dr	Conneaut Lake	PA	16316
PARK					
WOODLAND					
10783 Woodland Ave	\$ 172.70	1217 Border Avenue	Ellwood City	PA	16117
10805 Woodland Ave	Does not use	107 Metcalf Road	Harmony	PA	16037
10807 Woodland Ave	\$ 172.70	705 Eastman St	West Mifflin	PA	15122
BROWN					
10851 Brown St	\$ 86.40	2701 Oakmoor Dr	Allison Park	PA	15101
10857 Brown St	\$ 172.70	10857 Brown Street	Conneaut Lake	PA	16316
10860 Brown St	\$ 86.40	8990 Forest Lane	Chesterland	OH	44026
10869 Brown St	\$ 720.00	43 High St.	New Castle	PA	16101

GEORGE					
11003 George St	\$ 86.40	201 New Road	New Galilee	PA	16141
11035 George St	\$ 86.40	582 Mohawk School Road	Edinburg	PA	16116
REED					
12495 Reed Ave	\$ 172.70	12507 Cedar Dr	Edinboro	PA	16412
12512 Reed Ave	\$ 172.70	12512 Reed Ave	Conneaut Lake	PA	16316
12516 Reed Ave	\$ 86.40	720 Spencer Woods Drive	Glenshaw	PA	15116
12534 Reed Ave	\$ 172.70	1706 Sturbridge Drive	Sewickley	PA	15143
12543 Reed Ave	\$ 1,200.00	12543 Reed Ave	Conneaut Lake	PA	16316
12554 Reed Ave	\$ 172.70	12554 Reed Avenue	Conneaut Lake	PA	16316
SUNSET					
12221 Sunset Dr	\$ 172.70	10921 Lakefront Street	Conneaut Lake	PA	16316
12231 Sunset Dr	\$ 172.70	19416 Boone St	Meadville	PA	16335
12234 Sunset Dr	\$ 172.70	800 N Main Street	Meadville	PA	16335
HENRY					
10933 Henry St	\$ 86.40	827 North Main Street	Meadville	PA	16335
10936 Henry St	\$ 86.40	46 Pocono Drive	Pittsburgh	PA	15220
10944 Henry St	\$ 86.40	2515 Hilltop Road	Oakdale	PA	15071
10974 Henry St	\$ 172.70	10958 W Townline Road	Conneaut Lake	PA	16316
10987 Henry St	\$ 172.70	71 Armstrong Drive (95 E High S	Washington	PA	15301
10997 Henry St	\$ 86.40	1364 Hall Avenue	Sharon	PA	16146-3534
11005 Henry St	\$ 86.40	9904 W. Moccasin Trail	Wexford	PA	15090
11019 Henry St	\$ 86.40	453 Barry Dr	Pittsburgh	PA	15237
11036 Henry St	\$ 86.40	111 Brennan Road	Wexford	PA	15090
11041 Henry St	\$ 86.40	868 Campmeeting Rd	Sewickley	PA	15143
11043 Henry St	\$ 86.40	609 Bayberry Lane	Macedon	NY	14502
11044 Henry St	\$ 86.40	2575 Wexford Bayne Road	Sewickley	PA	15143
11065 Henry St	\$ 86.40	7156 Timbers Drive	Evergreen	CO	80439
11067 Henry St	\$ 86.40	12344 West Vernon Rd	Conneaut Lake	PA	16316
11070 Henry St	\$ 172.70	353 Hawthorn Court	Pittsburgh	PA	15237
11062 Henry St	\$ 172.70	PO Box 700	Warrendale	pa	15095
LAKE					
12357 Lake St	\$ 172.70	222 Park Ave	Ellwood City	PA	16117

CONNEAUT LAKE WATER CORPORATON
BILLING DETAIL

SERVICE ADDRESS	Amount	BILLING ADDRESS	CITY	STATE	ZIP
12366 Lake St	\$ 172.70	12050 Townline Rd	Meadville	PA	16335
12386 Lake st	\$ 172.70	2757 Stoney Creek Ct	Hermitage	PA	16148
12398 Lake St	\$ 172.70	2135 Henn Hyde	Warren	OH	44484
12414 Lake St	\$ 172.70	1146 Chaucer Dr	Greensburg	PA	15601
12425 Lake St	\$ 172.70	31397 Bishops Gate Circle	Westlake	OH	44145
12435 Lake St Condo 101	\$ 172.70	11072 Freeport Lane	North East	PA	16428
12435 Lake St Condo 102		11072 Freeport Lane	North East	PA	16428
12435 Lake St Condo 201	\$ 172.70	P.O. Box 142	Conneaut Lake	PA	16316
12435 Lake St Condo 301	\$ 172.70	407 Fisher Rd	New Bethlehem	PA	16242
LAKEFRONT					
10895 Lakefront St	\$ 172.70	10895 Lakefront Street	Conneaut Lake	PA	16316
10901 Lakefront St	\$ 86.40	7036 Navajo Trail	Solon	OH	44139
10911 Lakefront St	\$ 172.70	10911 Lakefront Street	Conneaut Lake	PA	16316
10913 Lakefront St	\$ 172.70	P.O. Box 601	Conneaut Lake	PA	16316
10921 Lakefront St	\$ 172.70	10921 Lakefront	Conneaut Lake	PA	16316
12422 Lakefront St	\$ 86.40	554 Florence Drive	Bethel Park	PA	15102
10926 Lake Front St	\$ 86.40	141 Cartwright Rd	Chicora	PA	16025
10929 Lake Front St	\$ 86.40	10925 Lake Front St	Conneaut Lake	PA	16316
10925 Lake Front St	\$ 86.40	10925 Lake Front St	Conneaut Lake	PA	16316
N. LAKEFRONT					
12544 N Lakefront Dr	\$ 172.70	12544 N Lakefront Dr	Conneaut Lake	PA	16316
12556B N Lakefront Dr	\$ 172.70	824 Oak Road	Bradford Woods	PA	15015
12556A N Lakefront Dr	\$ 172.70	824 Oak Road	Bradford Woods	PA	15015
12564 N Lakefront Dr	\$ 86.40	824 Oak Road	Bradford Woods	PA	15015
12582 N Lakefront Dr	\$ 172.70	2104 Baughman Road	Jeannette	PA	15644
12587 N Lakefront Dr	\$ 86.40	4146 Valleyvue Drive	Gibsonia	PA	15044
COMSTOCK					
12220 Comstock St	\$ 172.70				
12234 Comstock St	\$ 86.40	2109 Hillard Road	Bethel Park	PA	15102
12236 Comstock St	\$ 172.70	P.O. Box 5030	Conneaut Lake	PA	16316
12239 Comstock St	\$ 172.70	800 N Main Street	Meadville	PA	16335
12272 Comstock St	\$ 86.40	165 Glomin Dr.	Upper St. Clair	PA	15241
12273 Comstock St	\$ 172.70	6960 Lamor Road	Sharpsville	PA	16150
12276 Comstock St	\$ 86.40	39 Riverview Ave	Pittsburgh	PA	15214
12283 Comstock St	\$ 172.70	36 Little Mingo Rd	Finleyville	PA	15332
12288 Comstock St	\$ 172.70	12288 Comstock St	Conneaut Lake	PA	16316
12290 Comstock St	\$ 86.40	12290 Comstock St	Conneaut Lake	PA	16316
12291 Comstock St	\$ 172.70	107 Golf Dr	Pittsburgh	PA	15229
12302 Comstock St	\$ 345.50	89 Bush Road	Greenville	PA	16125
12303 Comstock St	\$ 172.70	12303 Comstock St	Conneaut Lake	PA	16316
12449 Comstock St	\$ 172.70	919 3rd Avenue	New Brighton	PA	15066
12455 Comstock St	\$ 518.10	10958 W Townline Road	Conneaut Lake	PA	16316

CONNEAUT LAKE WATER CORPORATON
BILLING DETAIL

SERVICE ADDRESS	Amount	BILLING ADDRESS	CITY	STATE	ZIP
12465 Comstock St	\$ 86.40	12465 Comstock St	Conneaut Lake	PA	16316
12492 Comstock St	\$ 1,036.20	10958 W Townline Road	Conneaut Lake	PA	16316
12499 Comstock St	\$ 172.70	12499 Comstock St	Conneaut Lake	PA	16316
12513 Comstock St	\$ 86.40	1218 Forest Avenue	New Kensington	PA	15068
12525 Comstock St	\$ 86.40	325 William St	Pittsburgh	PA	15209
12538 Comstock St	\$ 172.70	P.O. Box 44	Weirton	WV	26062
12545 Comstock St	\$ 86.40	12545 Comstock St	Conneaut Lake	PA	16316
12549 Comstock St	\$ 86.40	2330 Marian View Rd	Harrisburg	PA	17112
12553 Comstock St	\$ 86.40	719 Tenth Street	New Brighton	PA	15066
12554 Comstock St	\$ 172.70	12554 Comstock St	Conneaut Lake	PA	16316
12562 Comstock St	\$ 86.40	808 Patton Street	Monroeville	PA	15146
12563 Comstock St	\$ 86.40	213 Cobblestone Drive	Pittsburgh	PA	15237
12572 Comstock St	\$ 172.70	211 Richbarn Rd	Pittsburgh	PA	15212
12573 Comstock St	\$ 86.40	21986 Russet Drive	Meadville	PA	16335
12583 Comstock St	\$ 172.70	2357 Fairhill Playground Road	Franklin Park	PA	15143
12587 Comstock St	\$ 86.40	13 Oakville Drive	Pittsburgh	PA	15220
12596 Comstock St	\$ 86.40	1021 Lysle Ave	McKeesport	PA	15133
12597 Comstock St	\$ 172.70	12597 Comstock St	Conneaut Lake	PA	16316
12608 Comstock St	\$ 172.70	12608 Comstock St	Conneaut Lake	PA	16316
12626 Comstock St	\$ 172.70	12626 Comstock St	Conneaut Lake	PA	16316
12636 Comstock St	\$ 86.40	5 Sunset View Drive	Pittsburgh	PA	15229
12641 Comstock St	\$ 86.40	207 Southern Street	McKeesport	PA	15133
12645 Comstock St	\$ 172.70	12645 Comstock St	Conneaut Lake	PA	16316
12646 Comstock St	\$ 86.40	3118 Phelan Way	Pittsburgh	PA	15219
12656 Comstock St	\$ 86.40	101 Tristan Drive	Pittsburgh	PA	15209
12665 Comstock St	\$ 86.40	10 Zelig Drive	Zelienople	PA	16063
12666 Comstock St	\$ 86.40	115 Wilhaven Rd	Canonsburg	PA	15317
12676 Comstock St	\$ 172.70	13482 Williams Road	Meadville	PA	16335
12689 Comstock St	\$ 172.70	141 Eileen Dr	Pittsburgh	PA	15227
UTLEY					
10825 Utley Ave	\$ -	66 West Francis Avenue	Pittsburgh	PA	15227
10833 Utley Ave	\$ 172.70	524 Weyman Road	Pittsburgh	PA	15236
10836 Utley Ave	\$ 172.70	2357 Fairhill Playground Road	Franklin Park	PA	15143
10845 Utley Ave	\$ 172.70	10845 Utley Ave	Conneaut Lake	PA	16316
10854 Utley Ave	\$ 172.70	721 Portersville Road	Ellwood City	PA	16117
10861 Utley Ave	\$ 172.70	10861 Utley Avenue	Conneaut Lake	PA	16316
10862 Utley Ave	\$ 86.40	110 Coates Ave	New Castle	PA	10862
10867 Utley Ave	\$ 86.40	117 South Vermont Street	Covington	LA	70433
10868 Utley Ave	\$ 86.40	110 Coates Ave	New Castle	PA	10862
10877 Utley Ave	\$ 172.70	10877 Utley Avenue	Conneaut Lake	PA	16316
CENTER ST W					
12218 Center St W	Empty Lot	10911 Lakefront Street	Conneaut Lake	PA	16316
12124 Center St W	\$ 86.40	320 Golden Gate Drive	Verona	PA	15147
12132 Center St W	\$ 86.40	1706 Sturbridge Drive	Sewickley	PA	15143
12172 Center St W	\$ 86.40	12984 State Highway 98	Meadville	PA	16335
12222 Center St W	\$ 86.40	141 Ohio Ave	Glassport	PA	15045
12251 Center St W	\$ 172.70	12251 Center Street W	Conneaut Lake	PA	16316

CONNEAUT LAKE WATER CORPORATON
BILLING DETAIL

SERVICE ADDRESS	Amount	BILLING ADDRESS	CITY	STATE	ZIP
12156 Center St W	\$ 86.40	1706 Sturbridge Drive	Sewickly	PA	15143
12255 Center St W	\$ 86.40	1410 Gypsy Lane	Youngstown	OH	44505
12263 Center St W	\$ 172.70				
12265 Center St W	\$ 86.40				
CENTER ST					
12305 Center St	\$ 86.40	2260 Wyland Ave	Allison Park	PA	15101
12315 Center St	\$ 172.70	603 Miller Avenue	New Castle	PA	16101
12319 Center St	empty lot				
12321 Center St	\$ 172.70	69 Dougherty Ave	Hermitage	PA	16148
12413 Center St	\$ 86.40	345 Bauer Drive	Wexford	PA	15090
12428 Center St	\$ 172.70	170 Buckingham Dr	Pittsburgh	PA	15237
12439 Center St	\$ 172.70	166 Whelan Way	Manteca	CA	95336
12447 Center St	\$ 86.40	4730 Jewel Drive	Pittsburgh	PA	15236
12476 Center St	\$ 172.70	PO BOX 146	Conneaut Lake	PA	16316
12489 Center St	\$ 690.80	10958 W Townline Road	Conneaut Lake	PA	16316
12536 Center St	\$ 86.40	2884 Industrial Blvd	Bethel Park	PA	15102
12546 Center St	\$ 172.70	PO Box 138	Conneaut Lake	PA	16316
12556 Center St	\$ 172.70	PO BOX 5073	Conneaut Lake	PA	16316
12576 Center St	\$ 86.40	604 Quince Road	Monroeville	PA	15146
12612 Center St	\$ 172.70	4675 Mapledale Drive	Munhall	PA	15120
12626 Center St	\$ 86.40	582 Mohawk School Rd	Edinburg	PA	16116
KEPLER					
10932 Kepler Ave	\$ 345.40	10958 W Townline Road	Conneaut Lake	pA	16316
10975 Kepler Ave	\$ 172.70	309 Norris Ave	Sharon	PA	16146
11013 Kepler Ave	\$ 86.40	409 Van Meter Way	West Liberty	WV	26074
11016 Kepler Ave	\$ 172.70	P.O. Box 3003	Conneaut Lake	PA	16316
11006 Kepler Ave	\$ 172.70	11201 Dobbins Way	Painsville	OH	44077
11020 Kepler Ave	\$ 86.40	128 General Braddock Dr Apt D	Braddock	PA	15104
11030 Kepler Ave	\$ 86.40	8570 Reserve Ct	Youngstown	OH	44514
11036 Kepler Ave	\$ 86.40	P.O. Box 203	Cranesville	PA	16410

\$ 26,075.30

BUREAU OF INVESTIGATION AND ENFORCEMENT DATA REQUESTS

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Zac Walker

VERIFICATION

I, Connie Heppenstall, hereby state that the averments set forth in the foregoing Revised Response No. 23-D to IE Data Request Set RE (Nos. 23-D through 25-D) at Docket No. R-2023-3041575, are true and correct to the best of my knowledge, information, and belief. 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: 11/20/2023


Connie Heppenstall

Exhibit 9

Responses to I&E Interrogatories
Set R (Nos. 1-2) (Cline) - 11/14/23

BUREAU OF INVESTIGATION AND ENFORCEMENT INTERROGATORIES

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Engineer: Ethan H. Cline

I&E-RB-1 Reference TUS-1-1 Attachment 3, included in the Company's Responses to Set 1 Data Requests. Provide any invoices or related documentation associated with the \$104,000 Transmission and Distribution Mains plant additions claimed in the year ended 12/31/2021.

RESPONSE:

See attached Exhibit RB-1

Responsible Witness: Todd Joseph

Date: 11/14/23

Licensed

Fully Insured

DC Plumbing and Contracting
11008 W. Townline Rd.
Conneaut Lake Pa 16316
Cell 1 814-282-6437
Cell 2 814-282-0413
Office 814-382-2300
DC_Contracting@hotmail.com

[Pennsylvania Home Improvement Contractor Registration Number PA058538]

Invoice Date: 5-20-2021

Invoice for work completed at: Camperland
Hwy 618
Conneaut Lake, Pa 16316

Service call to check clogged sewer
Pulled commode in mens bathroom
Ran electric eel and cables through drain line to free obstructions
Ran water in every fixture to test drains – ok
Commode flange was rusted out
Installed new repair flange and anchored to concrete floor
Commode tank bracket was rusted away and tank leaking
Picked up and installed new commode with new wax ring and bolts
Cleaned out all shower stalls and toilet stall that had sewage backup

Put in pa 1 call to mark out utilities for underground excavation
Excavated ground to expose water line
Installed new yard hydrant and connected to water line
Tested -ok
Backfilled ditch with gravel
Found sewer cleanout pipe buried in ground packed solid with dirt cleaned out and removed all dirt and flushed out lines
Disconnected and removed old water hydrant
Backfilled ditch and Graded out

All labor and materials unless specifically specified in contract are included in the final price of \$1,700.00 Invoice due within 10 days of the date listed above. Failure to pay within 10 days results in an added charge of 2% each week. Invoice payable by cash, checks, or credit card. If paying by credit card a transaction fee of 4.5% of total

Licensed

Fully Insured

will be added. Any bounced checks will have a fee of \$50.00. Please make checks payable to DC Contracting and if necessary mail checks to the address listed above.

Thank you.

Licensed

Fully Insured

DC Plumbing and Contracting
11008 W. Townline Rd.
Conneaut Lake Pa 16316
Cell 1 814-282-6437
Cell 2 814-282-0413
Office 814-382-2300
DC_Contracting@hotmail.com

[Pennsylvania Home Improvement Contractor Registration Number PA058538]

Invoice Date: 5-30-2021

Invoice for work completed at: Conneaut Lake Park and Camperland

Camperland

- Disconnected front bathroom near store
- Capped of sewer line
- Installed 2 new hose bibs on Al's camper #43
- Installed new hose bib handle on #31 and #32

Conneaut Lake Park

Bathroom near bumper car building

Women's

- Tried to find shut off curb stop valve to water onto bathrooms
- Turned on curb stop valve in between bumper cars and bathroom and found leak on above ground valve behind bumper cars--- missing bleeder cap
- Installed new bleeder cap
- Not the valve for the bathrooms had to dig around grass area in front of bathrooms as it was covered over by topsoil and hay
- Went to turn on water and found curb box packed full of dirt
- Vacuumed out dirt and water and tried to turn on water but curb box was off centered and on an angle curb and key would not fit around valve
- Had to dig up curb box and recenter over valve
- Backfilled dirt and graded back out
- Turned on water to test fixtures
- Installed 2 sinks and 2 new faucets
- Installed 2 new supply lines
- Installed 1 new s-trap and one p-trap and drain
- Installed 1 new flange tailpiece
- Installed caulking around sinks
- Found 4 sinks packed full of sediment
- Removed aerators and flushed out debris in lines
- Stall #4 replaced diaphragm and repaired leak on flush handle

Licensed

Fully Insured

- Stall #5 replaced diaphragm and repaired leak on compression nut
- Stall #7 replaced diaphragm and repaired 2 leaks on compression nuts and leak on spud into commode bowl
- Stall #9 repaired leak on compression nut
- Stall #10 found flush valve running continuously replaced flush handle
- Sink#4 installed new drain and new trap

Mens's

- Vacuumed debris out of all urinals to avoid clogged drains
- Installed 2 new sinks and 2 new faucets
- Installed 1 new s-trap and 1 new p-trap and drain
- Installed 2 new supply lines and valves
- Caulked around sinks
- Stall #1 no water pressure found valve partially shut in back walkway behind commodes
- Stall #2 broken commode seat- replaced commode seat
- Stall #4 replaced diaphragm
- Stall #5 leak on compression nut and tightened packing on compression nut on flush valve handle
- Floor drain cover missing under sinks put new cover on to keep debris out

Front bathroom facing 618

- Reconnected flush valves on mens and womens commodes
- Ordered 2 new commodes and flush valves wax rings and bolts and installed
- Repaired section of 1 ¼" copper line

Water Park Utility room behind Restrooms

- installed 2 new electric 40 gallon water heaters
- Installed new circulating pump on hot water lines
- Rewired pump outlet to match new pump
- Special ordered new shower faucet plates and screws
- Cleaned up and Lubed up cartridges and installed

All labor and materials unless specifically specified in contract are included in the final price of \$6,975.00 Invoice due within 10 days of the date listed above. Failure to pay within 10 days results in and added charge of 2% each week. Invoice payable by

Licensed

Fully Insured

cash, checks, or credit card. If paying by credit card a transaction fee of 4.5% of total will be added. Any bounced checks will have a fee of \$50.00. Please make checks payable to DC Contracting and if necessary mail checks to the address listed above.

Thank you.

Licensed

Fully Insured

DC Plumbing and Contracting
11008 W. Townline Rd.
Conneaut Lake Pa 16316
Cell 1 814-282-6437
Cell 2 814-282-0413
Office 814-382-2300
DC_Contracting@hotmail.com

[Pennsylvania Home Improvement Contractor Registration Number PA058538]

Invoice Date: 6-10-2021

Invoice for work completed at: Conneaut Lake Park
10854 Utley Ave.

- Service call to check water leak
- Put in PA 1 call
- Excavated ground to expose leak
- Found leak on main water line. Water line was a black iron steel pipe (pipe used for gas lines not water lines)
- The water line was ran directly under very large tree and curb stop valve was overgrown by roots
- Shut down valved to begin to drain lines to entire park. Opened up fire hydrant to relieve pressure
- Excavated line back to main line and found another curb stop valve
- Opened up other valves and closed fire hydrant
- Disconnected existing water line and cut out section to make room for new connections
- Excavated trench from main line down driveway and into basement
- Typically the water company is only responsible for the main line up to the curb stop valve. However due to the sidewalk and large tree in the way it was far more practical and cheaper to install a new line down the driveway and enter the basement in a new location
- Installed new line and pipe sleeve through basement wall and sealed hydraulic cement
- Tied new line into existing plumbing
- Installed new curb box
- Tested for leaks – o.k
- Hauled away all wet fill dirt we dug out
- Backfilled ditch with gravel and graded out yard
- Spread out gravel in driveway

All labor and materials unless specifically specified in contract are included in

Licensed

Fully Insured

the final price of \$2,200.00 Invoice due within 10 days of the date listed above. Failure to pay within 10 days results in an added charge of 2% each week. Invoice payable by cash, checks, or credit card. If paying by credit card a transaction fee of 4.5% of total will be added. Any bounced checks will have a fee of \$50.00. Please make checks payable to DC Contracting and if necessary mail checks to the address listed above.

Thank you.

Licensed

Fully Insured

DC Plumbing and Contracting
11008 W. Townline Rd.
Conneaut Lake Pa 16316
Cell 1 814-282-6437
Cell 2 814-282-0413
Office 814-382-2300
DC_Contracting@hotmail.com

[Pennsylvania Home Improvement Contractor Registration Number PA058538]

Invoice Date: 6-14-2021

Invoice for work completed at: Conneaut Lake Park

- Put in PA 1 call to mark out ground
- Excavated trench for new water line and electric line
- Had to remove light posts and several sections of fence along park ave.
- There was a water line that protruded above ground behind the bumper car building
- Disconnected pex and copper sections of line and tied on new ¾" plastic cts water line
- Ran line to new curb stop valve behind building (in between bumper cars and transformer box) and installed new pvc piping and cap for curb box
- This curb box will isolate the bumper car building and food stand separately from water park water line if needed
- Installed tee fitting to branch off for future water line in bumper car building and continued the water line over to the food stand building
- Had to remove concrete slab in order to tunnel under transformer box to run conduit
- Went over to convention center building and got conduit piled in back and used that up first. Purchased remaining needed conduit and fittings
- Installed conduit in ditch from transformer into bumper car building and then from transformer to food stand building
- Assisted pulling wires through conduit with electricians helpers
- Pressurized water lines to test – o.k
- Backfilled ditch and rough graded out (if finish grading is needed we can do that for you just didn't want to do something that you already have someone else assigned to)
- Water lines still need tied into both buildings once those plans are finalized but not apart of this invoice.

All labor and materials unless specifically specified in contract are included in

Licensed

Fully Insured

the final price of \$.00 Invoice due within 10 days of the date listed above. Failure to pay within 10 days results in an added charge of 2% each week. Invoice payable by cash, checks, or credit card. If paying by credit card a transaction fee of 4.5% of total will be added. Any bounced checks will have a fee of \$50.00. Please make checks payable to DC Contracting and if necessary mail checks to the address listed above.

Thank you.

Licensed

Fully Insured

DC Plumbing and Contracting
11008 W. Townline Rd.
Conneaut Lake Pa 16316
Cell 1 814-282-6437
Cell 2 814-282-0413
Office 814-382-2300
DC_Contracting@hotmail.com

[Pennsylvania Home Improvement Contractor Registration Number PA058538]

Invoice Date: 7-5-2021

Invoice for work completed at: Conneaut Lake Park
New Bathroom Building
Tiki Bar
Kiddieland
Bathrooms near ninja warrior course
Bathrooms near bumper car building

New Bathroom Building

- Installed wiring and breaker for temporary plug use at panel box so power could be used to build the building
- Put in PA 1 call to mark out ground for plumbing
- Put in 2nd PA 1 call for electrical line
- Excavated trench from front of building facing lake over to electrical panel near telephone pole
- Installed new 2" pvc conduit from panel box to building through foundation up through concrete floor for wiring
- Removed temporary plug setup and Installed permanent set up. 2 new dbl gang electric boxes below panel boxes and installed 4 separate 20 amp circuit breakers with 4 gfi plugs and exterior plug covers
- Excavated trench for new water line and sewer line into new bathroom building
- Disconnected old water line from curb stop valve and Installed new 1" water line onto existing curb stop valve
- Ran water line up to back side of building and installed new yard hydrant
- Removed cap off sewer line near manhole
- Installed new sewer line from site tee into new bathroom
- Backfilled ditch with gravel and lightly graded out yard
- Inside of the building had to much fill dirt. Excavated all the dirt out to get to a deeper depth for new sewer lines
- Installed all underground plumbing for bathrooms which includes the following:

Men's Bathroom

- 5 commodes 5 urinals
- 5 sinks
- 2 floor drains and water lines for trap primer
- 1 cleanout pipe
- All proper venting

Women's bathroom

- 9 commodes
- 5 sinks
- 2 floor drains and water lines for trap primer
- 1 Cleanout pipe
- All proper venting

Maintenance Closet

- 1 floor drain and water line for trap primer
- 1 sink Drain
- 2" Conduit for electric line

Water line

- Located main 8" water line on maps and did exploratory dig to confirm line
- Excavated trench around 8" main for room to work
- Excavated trench to expose gas main per gas companies request so that Trutech could bore ground for pipes
- Excavated trench in front of bathrooms over to side of building for new water line to tie into
- Installed 2" Water main underground and ran up through floor in utility room out to curb box location near front of building
- Installed 2" ips ball valve and fittings on main line in utility closet
- Installed 2" curb stop valve and curb box with needed adapters Ran water line from curb box through ditch over to side of bathrooms where it ties into main 2" line that Trutech pulled the new line up to
- Tapped 8" line twice with 2-2" lines and 2 corp stop valves with 2-8'x2" saddles
- Cut out section of concrete and removed concrete and dug up ground for
- Excavated trench down at the beach for water line Installed 2" ips ball valve on end of water line near tiki bar install 2"x1" reducer and ran 1" line into tiki bar
- Pressurized lines to test – ok
- Excavated trench for electric conduit from retaining wall over to tiki bar
- Backfilled all ditches and graded out
- Purchased water meter for bathrooms to install in utility room

Tiki Bar

- Cut out and jack hammered concrete and dug out trench for new water line electric line and drain line for tiki bar
- Installed new 4" pvc piping in trench for drain line and stubbed up 2' pvc pipe for drain
- Installed new septic tank riser extension and lid for access for 2" ball valve for water line. Reduced down to 1" water line and ran through trench into bar area
- Installed 3 bowl sink and connected water and drain line
- Excavated trench for new septic tank near retaining wall
- Picked up and installed new 500-gallon tank in ground
- Connected 4" pvc drain line into tank and installed 4' wye for floor drain in cooler pad excavated trench and installed 4" pvc piping to new floor drain location and backfilled ditch
- After location of cooler pad was changed dug up ground to disconnect piping and run drain line to new location
- Installed ejector pump in tank with check valve on drain line and installed drain line up under retaining wall up the hillside to the top
- Installed pvc piping with holes drilled out along backside of retaining wall to spray irrigate water onto hillside
- Excavated trench for electric line from corner of bar to new cooler location
- Cut and jack hammered concrete and removed for new conduit to be run
- Excavate trench from corner of bar under retaining wall and up hillside to telephone pole
- Ran ¾" conduit in trench and backfilled
- Ran ¾" conduit in small trench from corner of bar to corner post for future tv line
- Installed concrete in both trenches and finished
- Cleaned tiki bar and beach with all debris and hauled away several loads of debris
- Scraped concrete floor behind tiki bar and hosed down and scrubbed concrete to cleaned mud and debris
- Spread 5 tri axles of sand along beach
- Once we found out that an ice machine was going on the cooler pad we Determined a water line was going to need to serve the ice machine. Dug up ground to expose water line. Installed new ¾' water line over to cooler pad and installed ball valve.
- Installed water line under tiki bar to new pepsi machine
- Connected water line to ice maker

Kiddie Land

- Water line was hit up company building pole building

Licensed

Fully Insured

- Dug up ground around pipe to expose pipe
- Cut out bad section of pipe and installed new pipe and fittings to repair leak
- Pressurized line to check-o.k
- Water line leaking on yard hydrant at front entrance of kiddie land
- Excavated trench to expose base of hydrant removed existing hydrant and installed new hydrant and backfilled ditch

Front bathrooms near ninja warrior course

- Tried to turn on water at curb stop valve. Unable to turn on valve corroded and rusted. And curb box was the wrong size for the proper curb key
- Excavated trench to work curb valve free
- Installed new 4" piping for new curb box
- Backfilled ditch and reinstalled cap
- Replaced 2 diaphragms in mens flush valve commodes
- Fixed leaks on 2 of the spuds on mens commodes
- Restored water to sinks and urinals
- Replaced 1 diaphragm on Womens commode
- Installed 2 new flush valves and parts
- Had to completely alter 1 1/4" copper water line to match new commodes
- Installed copper piping fittings valve and supply line and repair flange and new tank flush commode on end stall and restored water to all fixtures to test- o.k
- Installed 1.5" galvanized cap on old drain line in front storage room
- Installed boiler drain to cap off unused water line
- Installed bleeder cap on old gate valve in middle utility area in between bathrooms

Bathroom near bumper car building

- Disconnected and removed broken commode
- Ordered new commode
- Found sewer to be clogged and bathrooms trashed with garbage
- Ran electric eel and cables through drain line to free obstructions
- Removed towel wipes and lots of roots
- Pulled 2nd commode to remove even more roots
- Installed 2 new repair flanges
- Reinstalled 1 existing commode and 1 new commode
- Cleaned garbage up and swept up bathroom again and advised to keep locked

Licensed

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Food stand on Park ave (in front of old tumble bug

- Connected water line to food stand that we previously ran underground and left stubbed up for future connection

All labor and materials unless specifically specified in contract are included in the final price of \$38,880.00 Invoice due within 10 days of the date listed above. Failure to pay within 10 days results in an added charge of 2% each week. Invoice payable by cash, checks, or credit card. If paying by credit card a transaction fee of 4.5% of total will be added. Any bounced checks will have a fee of \$50.00. Please make checks payable to DC Contracting and if necessary mail checks to the address listed above.

Thank you.

Licensed

Fully Insured

DC Plumbing and Contracting
11008 W. Townline Rd.
Conneaut Lake Pa 16316
Cell 1 814-282-6437
Cell 2 814-282-0413
Office 814-382-2300
DC_Contracting@hotmail.com

[Pennsylvania Home Improvement Contractor Registration Number PA058538]

Invoice Date: 7-21-2021

Invoice for work completed at: Conneaut Lake Park

All areas throughout the Water Park including Main pump room

- Located several parts scattered about area
- Some bolts nuts ect. were missing and had to be purchased and installed
- Cleaned all valve and pump parts found
- Lubricated and reassembled
- Reassembled chemical pumps and connected input locations and mounted to wall
- Installed three new pressure gauges on sand filters
- Installed two boiler drain connections and shut off valves on large filter tanks
- Installed all pvc plugs on filter system
- Installed drain plugs on pumps and housing
- Cleaned air vent ports on system and lubricated
- Replaced gaskets and several bolts and nuts
- Installed new 8" valve on lake side pump to water slide
- Greased all pumps motors and bearings
- Removed and disassembled lazy river pump to align with housing
- Welded to plates to secure
- Pulled pump apart to check impeller on lazy river pump
- Suggested having Jaime at Barber Chemicals to order new ones
- Said he could expedite quicker
- Reassembled and primed unit
- Found broken parts on other water slide pump
- Removed and Disassembled pump - installed new couplers and cushion seal and Reassembled
- Weeks later one of the water pumps shafts sheared off
- Disassembled and removed
- found old shaft to use for parts
- Took to Lubinecki's welding and Equipment to have bearing and seals pressed off and new ones pressed on

Licensed

Fully Insured

- Installed new coupler and cushion coupler and reassembled
- Extended 4" drain in pump room pit
- Installed clean out adapter with plug for drainage
- Back washed large tanks to remove debris
- Ordered new seal for water slide
- Back washed water slide sand filters several times and rinsed
- Repaired leak on two sand filters
- O rings needed
- Filled system and bled out air
- Cleaned and pressure washed pump room
- Cleaned and installed two doors with lock and key for chemical storage area as requested by DEA
- Hung new key and identified in pump room
- Repaired three leaks on water slide
- Cleaned ports on top of slide
- Patched area of slide to prevent cuts and scratches
- Scrapped moss dirt and weeds growing on stairs and landings to water slide
- Dug water line in curb box to find and turn on water to slide
- Removed test plugs in water slide pool
- Removed parts of test plugs in main 8" line that had broken off and jammed in lines
- Worked with company that were dye testing to try to identify leaks
- Drained pools and pressure washed and refilled
- Screwed loose boards on kiddie pool side decking to prevent trip hazard
- Replaced flapper in girls room toilet
- Repaired leak on kiddie slide water jet valve
- Removed old 2" valve and installed new 2" ball valve, nipple and adapters on kiddie pool filter system line
- Removed old valve to kiddie pool water fill line
- Installed new 2" ball valve and fittings
- Installed valve and drain connections on 4" line to filters
- Exposed curb box and turned on water to kiddie slide restroom area
- Rewashed drain off valve at ground level
- Brought main lazy river pump from convention building and installed and wired
- Found drive and shear pins missing
- Picked up new ones and disassembled pump motor installing new pins and parts missing
- Reassembled and greased
- Checked oil levels in motor
- Repaired leak on pvc union on 8" pump line
- Unit should have new seal in future
- Installed 4" pipe to drain water back to lazy river
- Installed main plug on 4" water spouts
- Cleaned all jets and adjusted

- Drained lazy river various times
- To pressure wash and remove debris ect. After storms
- Cleaned all filter baskets and removed debris from all water daily
- Checked and added shock chlorination to lazy river daily until parts arrive so that it can be automatically injected through cat pumps in pump room
- Cleaned water fall on lazy river and repacked control valve
- Removed debris and set up chemical in kiddie slide area
- Replace relief valve on hot water heater
- Replaced sink faucet in restroom
- Replaced p-trap in same restroom
- Connected circuit breaker to water heater, turned on and tested
- Removed 2" ball valve to lazy river
- Picked up new ball valve and fittings and section of pipe and installed
- Weed wacked and cut grass in water park several times to keep from getting into water and into the filter systems
- Suggest camera to check leak in lazy river in off season
- Leak maybe able to be lined without major excavation needed
- Will need to return to install seals when parts arrive (Labor will be in addition to this invoice)
- Installed hydrostatic check valves in lazy river
- Have been turning system on and off and opening and closing necessary valves during days the water park is not opened

New bathroom building

- Scheduled sewer inspection and Ran camera through sewer line for inspection - passed - ok
- Purchased commodes, urinals, flush valves
- Installed new water meter
- Ran 2" main copper water line down center of building and branched off for each individual fixture with 1" lines to commodes and 3/4" lines to urinals
- Installed lines for hose bib in each bathroom
- Installed lines for laundry tub sink
- Ran a 1" main line for all sinks and branched off with 1/2" to each individual sink
- Installed all drain line connections for urinals and sinks
- Installed commode flanges and secured to floor
- Installed all vent piping and connected together in attic for 1 stub out through roof (left just short of roof for future stub out. Cut piece to fit for guys doing the metal and left sitting in rafters)
- Spread 2 round bails of hay around bathroom building and burnout pad

Licensed

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Tiki Bar/ Beach

- Spread 3 tri axles truckloads of sand
- Cleaned up job debris from tiki bar and cooler building and hauled away
- Picked up 20 gallons of diesel for skid steer
- Excavated ground to expose 12" main storm drain broken
- Installed hose bib connection on water line near sink

Kiddie Land bathroom

- Commode leaking on floor
- Pulled up commode and installed new wax ring and bolts and reset commode
- Tested - ok

All labor and materials unless specifically specified in contract are included in the final price of \$34,600.00 Invoice due within 10 days of the date listed above. Failure to pay within 10 days results in an added charge of 2% each week. Invoice payable by cash, checks, or credit card. If paying by credit card a transaction fee of 4.5% of total will be added. Any bounced checks will have a fee of \$50.00. Please make checks payable to DC Contracting and if necessary mail checks to the address listed above.

Thank you.

Licensed

Fully Insured

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Conneaut Lake Pa 16316
Cell 1 814-282-6437
Cell 2 814-282-0413
Office 814-382-2300
DC_Contracting@hotmail.com

[Pennsylvania Home Improvement Contractor Registration Number PA058538]

Invoice Date: 8-24-2021

Invoice for work completed at: Conneaut Lake Park

Comstock St.

• Service call to check water leak when township hit water line on Comstock st.
Installed fittings to cap off water line- o.k

Reed Ave.

- Put in PA 1 call
- Excavated alongside road to expose water leak
- Shut down water system
- Pumped out water in ditch
- Found hole in pipe
- Installed repair clamp sleeve over broken section
- Pressurized system back up to test for leaks- ok
- Backfilled ditch and rough graded out ground
- Left cones up along road so it won't get driven over until ground dries out
- * Completely separate job just make note - Finish grade, Top soil work, grass seed and black top all still need done but none of which is included in this invoice

All labor and materials unless specifically specified in contract are included in the final price of \$2,100.00 Invoice due within 10 days of the date listed above. Failure to pay within 10 days results in an added charge of 2% each week. Invoice payable by cash, checks, or credit card. If paying by credit card a transaction fee of 4.5% of total will be added. Any bounced checks will have a fee of \$50.00. Please make checks payable to DC Contracting and if necessary mail checks to the address listed above.

Thank you.

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DC_Contracting@hotmail.com

[Pennsylvania Home Improvement Contractor Registration Number PA058538]

Invoice Date: 9-21-2021

Invoice for work completed at: Conneaut Lake Park Todd Joseph
Conneaut Lake, Pa 16316

12492 Comstock st.

- Put in pa 1 call
- Shut down water system
- Excavated ground to expose water leak
- Found break on 4" main line
- Water main pipe is in very bad condition; had to weld piece of metal onto pipe and sealed over with 4" repair clamp
- pressurized system back up – o.k
- Backfilled ditch and spread hay and grass seed
- (In your future plans you'll need to factor in a new 4" water main replacement as this pipe is in very bad condition) \$1,700

10944 henry st.

- Put in pa 1 call
- Shut down water system
- Excavated ground to expose water leak
- Found break on 2" main line
- Installed 2' repair clamp
- pressurized system back up – o.k
- backfilled ditch and graded out \$1,200

All labor and materials unless specifically specified in contract are included in the final price of \$2,900.00 Invoice due within 10 days of the date listed above. Failure to pay within 10 days results in an added charge of 2% each week. Invoice payable by

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cash, checks, or credit card. If paying by credit card a transaction fee of 4.5% of total will be added. Any bounced checks will have a fee of \$50.00. Please make checks payable to DC Contracting and if necessary mail checks to the address listed above.

Thank you.

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Cell 2 814-282-0413
Office 814-382-2300
DC_Contracting@hotmail.com

[Pennsylvania Home Improvement Contractor Registration Number PA058538]

Invoice Date: 10-5-2021

Invoice for work completed at: Conneaut Lake Park Todd joseph
Conneaut Lake, Pa 16316

Bumper car bathroom building

- Service call to check clogged sewer in men's and women's bathrooms
- Ran snake through floor drain to free obstructions
- Ran water to test- o.k
- Hosed down floors and scrubbed floors

All labor and materials unless specifically specified in contract are included in the final price of \$250.00 Invoice due within 10 days of the date listed above. Failure to pay within 10 days results in an added charge of 2% each week. Invoice payable by cash, checks, or credit card. If paying by credit card a transaction fee of 4.5% of total will be added. Any bounced checks will have a fee of \$50.00. Please make checks payable to DC Contracting and if necessary mail checks to the address listed above.

Thank you.

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Conneaut Lake Pa 16316
Cell 1 814-282-6437
Cell 2 814-282-0413
Office 814-382-2300
DC_Contracting@hotmail.com

[Pennsylvania Home Improvement Contractor Registration Number PA058538]

Invoice Date: 10-15-2021

Invoice for work completed at: Conneaut Lake Park
10895 Center St.
Conneaut Lake, Pa 16316

Put in pa 1 call to mark utilities
Excavated ground to locate water leak
Found leak on 2" water line
Shut down system to drain pressure off lines
Installed repair clamp on leak
Hauled in gravel Installed gravel in trench around pipe
Hauled away 2 dump truck loads of mud
Backfilled trench and graded out yard roughly

** Not included in this invoice

Yard will need some top soil grass seed and hay
Road once packed in will need excess gravel removed and cold patch black top
We can do this if you want or if not maybe have Allen do it. But in order to keep the homeowner happy and road safe I would highly recommend it. This roadway is the only entranceway to for the people that live back there.

All labor and materials unless specifically specified in contract are included in the final price of \$1,900.00 Invoice due within 10 days of the date listed above. Failure to pay within 10 days results in an added charge of 2% each week. Invoice payable by cash, checks, or credit card. If paying by credit card a transaction fee of 4.5% of total will be added. Any bounced checks will have a fee of \$50.00. Please make checks payable to DC Contracting and if necessary mail checks to the address listed above.

Thank you.

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11008 W. Townline Rd.
Conneaut Lake Pa 16316
Cell 1 814-282-6437
Cell 2 814-282-0413
Office 814-382-2300
DC_Contracting@hotmail.com**

[Pennsylvania Home Improvement Contractor Registration Number PA058538]

Invoice Date: 10-15-2021

Invoice for work completed at: Conneaut Lake Park
Henry St.
Conneaut Lake, Pa 16316

Put in pa 1 call to mark utilities
Excavated ground to locate water leak
Found leak on 2" water line
Shut down system to drain pressure off lines
Installed repair clamp on leak
Hauled in gravel Installed gravel in trench in the road
Hauled away 2 dump truck loads of mud
Backfilled trench
Hauled in 2a limestone gravel and spread over section of road

** Not included in this invoice
Yard will need some top soil grass seed and hay

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Thank you.

BUREAU OF INVESTIGATION AND ENFORCEMENT INTERROGATORIES

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Engineer: Ethan H. Cline

I&E-RB-2 Reference TUS-1-1 Attachment 3, included in the Company's Responses to Set 1 Data Requests. Provide any invoices or related documentation associated with the \$89,000 Transmission and Distribution Mains plant additions claimed in the year ended 12/31/2022.

RESPONSE:

See attached Exhibit RB-2

Responsible Witness: Todd Joseph
Date: 11/14/23

Invoice

347251

AS concrete
2050 Burgess Drive 104
Uniontown Ohio 44685

SOLD TO
 ADDRESS
 CITY, STATE, ZIP
 SHIP TO
 ADDRESS
 CITY, STATE, ZIP

CUSTOMER ORDER NO.
 SOLD BY
 TERMS
 F.O.B.
 DATE

CHP water park LLC
 11 Water Tower lot
 Concord HAVEN PA 16316
 AS concrete
 8-24-22

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		- Removal of All trees on water tower lot, Clearing and Removing All Brush, weeds, Roots on adjacent lots to water tower. 34 total trees			
		- Running conduit for power lines to water tower.			
		30 DAY GUARANTEE ON ALL WORK			
					\$413,000.00

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Conneaut Lake Pa 16316
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Cell 2 814-282-0413
Office 814-382-2300
DC_Contracting@hotmail.com**

[Pennsylvania Home Improvement Contractor Registration Number PA058538]

Invoice Date: 3-24-2022

Invoice for work completed at: Conneaut Lake Park Todd Joseph
Conneaut Lake, Pa 16316

Reed Ave. 1st house on left past the convention center building

- Cut down extension rod on curb stop valve
- Picked up new curb box and had to cut down to fit over top of rod and valve
- Backfilled ditch

All labor and materials unless specifically specified in contract are included in the final price of \$350.00 Invoice due within 10 days of the date listed above. Failure to pay within 10 days results in and added charge of 2% each week. Invoice payable by cash, checks, or credit card. If paying by credit card a transaction fee of 4.5% of total will be added. Any bounced checks will have a fee of \$50.00. Please make checks payable to DC Contracting and if necessary mail checks to the address listed above.

Thank you.

Licensed

Fully Insured

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Cell 1 814-282-6437
Cell 2 814-282-0413
Office 814-382-2300
DC_Contracting@hotmail.com

[Pennsylvania Home Improvement Contractor Registration Number PA058538]

Invoice Date: 4-18-2022

Invoice for work completed at: Todd Joseph Conneaut Lake Park

Camperland

Put in Pa 1 call
Moved deck further out of the way
Scraped back gravel to save
Excavated ground to expose water leak
Found bad section of pipe
Cut out and replaced about 2'ft section of pipe with compression couplings
Backfilled ditch
Spread gravel back out

All labor and materials unless specifically specified in contract are included in the final price of \$1,700.00 Invoice due within 10 days of the date listed above. Failure to pay within 10 days results in an added charge of 2% each week. Invoice payable by cash, checks, or credit card. If paying by credit card a transaction fee of 4.5% of total will be added. Any bounced checks will have a fee of \$50.00. Please make checks payable to DC Contracting and if necessary mail checks to the address listed above.

Thank you.

Licensed

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Conneaut Lake Pa 16316
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Cell 2 814-282-0413
Office 814-382-2300
DC_Contracting@hotmail.com

[Pennsylvania Home Improvement Contractor Registration Number PA058538]

Invoice Date: 4-21-2022

Invoice for work completed at: Todd Joseph Conneaut Lake Park

Camperland

Put in Pa 1 call for 2 locations

Lot #40

Dug up ground at curb stop valve

Found there was no water line attached to curb stop valve. So when the valve was turned on it leaked right into the ground

Put curb box back over extension rod and backfilled ditch

Lot #7

Put in pa 1 call

Upon digging 1st curb box up and finding it completely disconnected, we talked to Allan and decided not to dig this one up at this time

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Thank you.

Licensed

Fully Insured

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Cell 2 814-282-0413
Office 814-382-2300
DC_Contracting@hotmail.com

[Pennsylvania Home Improvement Contractor Registration Number PA058538]

Invoice Date: 5-3-2022

Invoice for work completed at: Conneaut Lake Park Todd Joseph
Conneaut Lake, Pa 16316

Hotel

- Put in PA 1 call
- Dug up ground to expose leak
- Found leak and installed repair clamp
- Pressurized line to test and found 2nd leak further under concrete porch
- Shut down water and dug out further to expose leak
- Cut out section of pipe and installed 2 compression couplings and short section of pipe
- Pressurized line to test o.k
- Backfilled ditch

House on park Ave.

- Dug around to locate curb box once located Paul brought excavator over and dug up ground
- Pick up and Installed new curb box around curb key extension

All labor and materials unless specifically specified in contract are included in the final price of \$2,100.00 Invoice due within 10 days of the date listed above. Failure to pay within 10 days results in and added charge of 2% each week. Invoice payable by cash, checks, or credit card. If paying by credit card a transaction fee of 4.5% of total will be added. Any bounced checks will have a fee of \$50.00. Please make checks payable to DC Contracting and if necessary mail checks to the address listed above.

Thank you.

Licensed

Fully Insured

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Conneaut Lake Pa 16316
Cell 1 814-282-6437
Cell 2 814-282-0413
Office 814-382-2300
DC_Contracting@hotmail.com**

[Pennsylvania Home Improvement Contractor Registration Number PA058538]

Invoice Date: 6-8-2022

Invoice for work completed at: Camperland
Hwy 618
Conneaut Lake, Pa 16316

- Replaced flush valve on urinal in mens restroom
- Turned water off to camperland
- Excavated ground to expose water leak
- Found leak on fitting and split pipe
- Replaced section of pipe and fittings and pressurized line – o.k
- Backfilled ditch
- Replaced 2 different hose bibs on 2 different trailers

All labor and materials unless specifically specified in contract are included in the final price of \$950.00 Invoice due within 10 days of the date listed above. Failure to pay within 10 days results in and added charge of 2% each week. Invoice payable by cash, checks, or credit card. If paying by credit card a transaction fee of 4.5% of total will be added. Any bounced checks will have a fee of \$50.00. Please make checks payable to DC Contracting and if necessary mail checks to the address listed above.

Thank you.

Licensed

Fully Insured

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Cell 2 814-282-0413
Office 814-382-2300
DC_Contracting@hotmail.com**

[Pennsylvania Home Improvement Contractor Registration Number PA058538]

Invoice Date: 6-23-2022

Invoice for work completed at: Conneaut Lake Park

- Leak on Park Ave across from Paratrooper ride
- Put in PA 1 call
- Excavated ground to expose water leak
- Found old curb stop valve rusted out and leaking
- Shut down water
- Cut out old curb stop valve
- Installed new compression coupling and cap to deaden off line
- Backfilled ditch

All labor and materials unless specifically specified in contract are included in the final price of \$900.00 Invoice due within 10 days of the date listed above. Failure to pay within 10 days results in and added charge of 2% each week. Invoice payable by cash, checks, or credit card. If paying by credit card a transaction fee of 4.5% of total will be added. Any bounced checks will have a fee of \$50.00. Please make checks payable to DC Contracting and if necessary mail checks to the address listed above.

Thank you.

Licensed

Fully Insured

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Conneaut Lake Pa 16316
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Cell 2 814-282-0413
Office 814-382-2300
DC_Contracting@hotmail.com

[Pennsylvania Home Improvement Contractor Registration Number PA058538]

Invoice Date: 7-16-2022

Invoice for work completed at: Conneaut Lake Park

Tiki bar

- Service call to check hot water at tiki bar
- Found It was never connected
- Purchased new 3 bowl sink faucet
- Drilled stainless steel sink and mounted faucet
- Used to pex lug el's to connected faucet to pex water lines
- Ran hot water line from water heater to new faucet and existing faucet on right hand side
- Connected supply lines and installed 1 shutoff valve
- Pressurized lines to test -o.k
- Turned on heater and had it ready for health department to inspect next morning
- Passed inspection

All labor and materials unless specifically specified in contract are included in the final price of \$625.00 Invoice due within 10 days of the date listed above. Failure to pay within 10 days results in and added charge of 2% each week. Invoice payable by cash, checks, or credit card. If paying by credit card a transaction fee of 4.5% of total will be added. Any bounced checks will have a fee of \$50.00. Please make checks payable to DC Contracting and if necessary mail checks to the address listed above.

Thank you.

Licensed

Fully Insured

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Conneaut Lake Pa 16316
Cell 1 814-282-6437
Cell 2 814-282-0413
Office 814-382-2300
DC_Contracting@hotmail.com

[Pennsylvania Home Improvement Contractor Registration Number PA058538]

Invoice Date: 7-24-2022

Invoice for work completed at: Camperland

Lot 71

- Put in pa 1 call to mark utilities
- Excavated ground to expose leak in street
- Found leak on insert fitting adapted to curb stop
- The fitting was plastic and broke whenever heavy equipment ran over curb box when road was put in
- Replaced section of pipe and installed stainless steel fitting to curb stop
- Installed new curb box
- Pressurized line to test -o.k
- Backfilled ditch

Empty field in back of camperland

- Put in pa 1 call to mark utilites
- Excavated ground to find water leak
- Found curb stop and found 1.5" line ripped out of curb stop
- Cut out section of pipe and installed new brass insert fitting to curb stop
- Installed brass plug to deaden off line
- Curb box was bent installed new curb box we took from convention building
- Backfilled ditch

All labor and materials unless specifically specified in contract are included in the final price of \$2,400.00 Invoice due within 10 days of the date listed above. Failure to pay within 10 days results in and added charge of 2% each week. Invoice payable by cash, checks, or credit card. If paying by credit card a transaction fee of 4.5% of total

Licensed

Fully Insured

will be added. Any bounced checks will have a fee of \$50.00. Please make checks payable to DC Contracting and if necessary mail checks to the address listed above.

Thank you.

Licensed

Fully Insured

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Office 814-382-2300
DC_Contracting@hotmail.com

[Pennsylvania Home Improvement Contractor Registration Number PA058538]

Invoice Date: 7-25-2022

Invoice for work completed at: Conneaut Lake Park

Reed Ave. corner of convention center building

- Put in PA 1 call
- Excavated ground to find leak
- Found 1st leak and fixed
- Found a 2nd leak and fixed
- Found a 3rd leak and suggested removing the line completely back to corp stop since area will have new concrete and blacktop.
- Next day we returned and began excavating all the way back to the main 6" line in the middle of the street
- Once we got several feet back into the road- per Allan and Todds request we cut out line and capped off instead of continuing to dig back to corp stop.
- Backfilled ditch
- 2 days later we got a call to the same spot for another additional leak
- Returned the beginning of the next week on Monday to continue digging back further towards the main line
- Excavated street back to main line and found leak on lead fitting right at corp stop valve
- Shut off corp stop valve and put a 1" plug in line
- Backfilled ditch

All labor and materials unless specifically specified in contract are included in the final price of \$4800.00 Invoice due within 10 days of the date listed above. Failure to pay within 10 days results in and added charge of 2% each week. Invoice payable by cash, checks, or credit card. If paying by credit card a transaction fee of 4.5% of total will be added. Any bounced checks will have a fee of \$50.00. Please make checks

Licensed

Fully Insured

payable to DC Contracting and if necessary mail checks to the address listed above.

Thank you.

Licensed

Fully Insured

**DC Plumbing and Contracting
11008 W. Townline Rd.
Conneaut Lake Pa 16316
Cell 1 814-282-6437
Cell 2 814-282-0413
Office 814-382-2300
DC_Contracting@hotmail.com**

[Pennsylvania Home Improvement Contractor Registration Number PA058538]

Invoice Date: 8-16-2022

Invoice for work completed at: Camperland

Service call to check clogged sewer
Ran electric eel and cables about 62' ft through drain line to free obstructions
Pulled out tampons and fine roots
Ran water through drain to test o.k

All labor and materials unless specifically specified in contract are included in the final price of \$225.00 Invoice due within 10 days of the date listed above. Failure to pay within 10 days results in an added charge of 2% each week. Invoice payable by cash, checks, or credit card. If paying by credit card a transaction fee of 4.5% of total will be added. Any bounced checks will have a fee of \$50.00. Please make checks payable to DC Contracting and if necessary mail checks to the address listed above.

Thank you.

Licensed

Fully Insured

**DC Plumbing and Contracting
11008 W. Townline Rd.
Conneaut Lake Pa 16316
Cell 1 814-282-6437
Cell 2 814-282-0413
Office 814-382-2300
DC_Contracting@hotmail.com**

[Pennsylvania Home Improvement Contractor Registration Number PA058538]

Invoice Date: 11-19-2022

Invoice for work completed at: Conneaut Lake Park

- Put in PA 1 call for sewer line excavation
- Excavated side of building to locate water line and backfilled (left marker stubbed above ground for future reference
- Excavated to find septic tank in rear of building
- Had tank pumped out (owner paid for)
- Jackhammered corner of concrete and rebar of tank for future connection
- Filled tank with sand - per sewer authority requirement
- Ran Camera through sewer line from corner of camper to main and found it to be 6' SDR pipe
- Excavate trench from septic tank to corner of camper
- Picked up SDR piping and fittings
- Installed new piping in ditch and filled around pipe with sand
- Installed site tee behind restrooms
- Installed cleanout at corner of camper
- Backfilled ditch
- Installed caution tape about 1'ft deep in trench
- Sewer authority inspected plumbing and approved

All labor and materials unless specifically specified in contract are included in the final price of \$4,100.00 Invoice due within 10 days of the date listed above. Failure to pay within 10 days results in an added charge of 2% each week. Invoice payable by cash, checks, or credit card. If paying by credit card a transaction fee of 4.5% of total will be added. Any bounced checks will have a fee of \$50.00. Please make checks payable to DC Contracting and if necessary mail checks to the address listed above. Thank you.

Licensed

Fully Insured

**DC Plumbing and Contracting
11008 W. Townline Rd.
Conneaut Lake Pa 16316
Cell 1 814-282-6437
Cell 2 814-282-0413
Office 814-382-2300
DC_Contracting@hotmail.com**

[Pennsylvania Home Improvement Contractor Registration Number PA058538]

Invoice Date: 12-30-2022

Invoice for work completed at: Conneaut Lake Park
Comstock st.
Conneaut Lake, Pa 16316

Service call to check water leak in basement
Found pipe rusted out
Cut out and removed section of sewer line to gain access
Removed laundry tub sink
Broke out concrete block around pipe
Cut off water line back into foundation wall
Installed new piping and fittings and boiler drain on end in case water was needed

All labor and materials unless specifically specified in contract are included in the final price of \$450.00 Invoice due within 10 days of the date listed above. Failure to pay within 10 days results in an added charge of 2% each week. Invoice payable by cash, checks, or credit card. If paying by credit card a transaction fee of 4.5% of total will be added. Any bounced checks will have a fee of \$50.00. Please make checks payable to DC Contracting and if necessary mail checks to the address listed above.

Thank you.

**BUREAU OF INVESTIGATION AND ENFORCEMENT INTERROGATORIES
SET RB (NOS. 1 & 2)**

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Analyst: Cline

VERIFICATION

I, Todd Joseph, hereby state that the averments set forth in the foregoing Responses Nos. 1 & 2 to IE Interrogatories Set RB (Nos. 1 & 2) - Cline at Docket No. R-2023-3041575, are true and correct to the best of my knowledge, information, and belief. 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: 11/14/2023

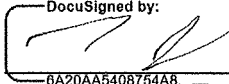
DocuSigned by:

6A20AA5408754A8...
Todd Joseph

Exhibit 10
Responses to CLPWC Interrogatories
to Jaquay, et al. (Set 1) -

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission)	
Office of Consumer Advocate)	
Office of Small Business Advocate	)	Docket No. C-2023-3043026
George Malloy	)	C-2023-3043163
Sharon Arneson	)	C-2023-3043397
Rhonda Jaquay et al	)	C-2023-3043552
	)	C-2023-3043659
v.	)	C-2023-3043979
	)	P-2023-3042648
Conneaut Lake Park Water Corporation, Inc.)	
)	
Petition of Conneaut Lake Park Water Corporation, Inc. for Approval of a Metering Exception	)	CONSOLIDATED AT: R-2023-304157

RHONDA JAQUAY, ET AL’S ANSWERS AND OBJECTIONS TO CONNEAUT LAKE PARK WATER CORPORATION, INC.’S INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS

PRELIMINARY STATEMENT

1. By making the accompanying answers and objections to Conneaut Lake Park Water Corporation, Inc.’s, (“CLPW”) First Set of Interrogatories and First Request for Production of Documents (the “**Discovery Requests**”) Directed to Rhonda Jaquay, et al. (“**Conneaut Lake Objectors**”), Conneaut Lake Objectors do not waive, and hereby expressly reserve, their right to assert any and all objections as to the admissibility of such responses into evidence in this action, or in any other proceeding, on any and all grounds including, but not limited to: competency, relevancy, materiality, and privilege. Further, Conneaut Lake Objectors make the within objections and responses without in any way implying that it considers the Discovery Requests, or its responses to the Discovery Requests, to be relevant or material to the subject matter of this action.

2. Conneaut Lake Objectors expressly reserves the right to supplement, clarify, revise, or correct any or all of its objections and responses herein, or to assert additional objections or

responses, in one or more subsequent supplemental response(s).

GENERAL OBJECTIONS

Conneaut Lake Objectors sets forth the following General Objections to the Discovery Requests and incorporates by reference each of its General Objections set forth below into each individual response as if fully set forth at length herein:

1. **Not Discoverable.** Conneaut Lake Objectors object that the Discovery Requests are not reasonably calculated to lead to the discovery of admissible evidence.
2. **Relevance.** Conneaut Lake Objectors object that Discovery Requests seek matters and materials not relevant to the claim or defense of any party.
3. **Oppression, Burden and/or Expense.** Conneaut Lake Objectors object that responding to the Discovery Requests subject it to: annoyance, embarrassment, oppression, undue burden, and/or expense.
4. **Broad, Vague and/or Ambiguous.** Conneaut Lake Objectors object that the Discovery Requests contain terms that are overly broad, vague, and ambiguous.
5. **Confidential Information.** Conneaut Lake Objectors object to the Discovery Requests to the extent that they seek unrelated and irrelevant confidential information.
6. **Attorney-Client Privilege.** Conneaut Lake Objectors object to the Discovery Requests to the extent that they seek information protected by the attorney-client privilege.
7. **Work Product Privilege.** Conneaut Lake Objectors object to the Discovery Requests to the extent that they seek matters prepared in anticipation of litigation and/or for trial and/or the mental impressions, conclusions, opinions, or legal theories of an attorney or other representative concerning such litigation.
8. **Legal Argument.** Conneaut Lake Objectors object to the Discovery Requests to the extent they are based on legal argument or seek legal and/or expert conclusions.
9. **Assumption of Facts in Dispute.** Conneaut Lake Objectors object to the Discovery Requests to the extent that any facts as stated in the Discovery Requests are mis-stated or are in dispute.
10. **Rules of Civil Procedure.** Conneaut Lake Objectors object to the Discovery Requests to the extent they impose an unreasonable burden and/or seek to impose obligations on the Parties beyond the obligations set forth in the Pennsylvania Rules of Civil Procedure.

INTERROGATORIES AND REQUESTS FOR PRODUCTION

1. Identify all facts that support Complainants' claim that the monies from the rate case will be used to fund other activities beyond providing water service to Complainants.

RESPONSE:

This Interrogatory is objected to in that it is a contention Interrogatory. As set forth in the 2008 explanatory comment to Rule 4003.1:

"Contention Interrogatories, like all forms of discovery, can be susceptible to abuse. Among other things, they can be used as an attempt to tie up the opposing party rather than to obtain discovery. The legitimate purpose of contention interrogatories is to narrow the issues for trial, not to force the opposing side to marshal all its evidence on paper.

...

The potential for overreaching is particularly present when interrogatories seeking the detailed underpinnings of the opposing party's allegations are served early in the case. Although, when used with discretion, interrogatories served near the outset of the case can be useful in narrowing the issues to define the scope of necessary discovery, contention interrogatories ordinarily are more appropriate after the bulk of discovery has already taken place. At that point, the party on whom the interrogatories are served should have the information necessary to give specific, useful responses."

See Pa. R.C.P. 4003.1 Explanatory Comment B 2008.

Subject to the foregoing objection, Conneaut Lake Objectors respond as follows:

Mr. Joseph's operating history between his various commercial interests support this conclusion as further stated within the Paragraphs 13-14 of the Conneaut Lake Objectors Formal Complaint. Mr. Joseph operates a Campground, Tiki Bar, Amusement Park, Festival Grounds, Convention Hall, Marina and has "two" commercial customers within the Conneaut Lake Community. By way of further response, Conneaut Lake Objectors' investigation and discovery relevant to this action are ongoing and Conneaut Lake Objectors reserve the right to supplement these discovery responses.

2. Identify each person who has knowledge of such facts?

RESPONSE:

See Schedule C of rate case filing and parties identified within the Conneaut Lake Objectors' Formal Complaint filed on October 13, 2023 under R-2023-3041575.

3. Identify and produce all documents that support Complainants' claim that the monies from the rate case will be used to fund other activities beyond providing water service to Complainants.

RESPONSE:

Mr. Joseph's operating history between his various commercial interests support this conclusion as further stated within the Paragraphs 13-14 of the Conneaut Lake Objectors Formal Complaint. Mr. Joseph operates a Campground, Tiki Bar, Amusement Park, Festival Grounds, Convention Hall, Marina and has "two" commercial customers within the Conneaut Lake Community. By way of further response, Conneaut Lake Objectors' investigation and discovery relevant to this action are ongoing and Conneaut Lake Objectors reserve the right to supplement these discovery responses.

4. Define what you mean by "Conflict of Interest" as asserted in Paragraph 14 of your Complaint.

RESPONSE:

Mr. Joseph has multiple commercial interests within Conneaut Lake, as further stated within the Paragraphs 13-14 of the Conneaut Lake Objectors Formal Complaint. Mr. Joseph operates a Campground, Tiki Bar, Amusement Park, Festival Grounds, Convention Hall, Marina and has "two" commercial customers within the Conneaut Lake Community. As Mr. Joseph owns the water company and other related party businesses that operate within the boundaries of the water company, he is unable to fairly establish rates. This is further evidenced by the fact that his "two" commercial ventures is believed to contribute only 20% of future operating revenues. It is assumed the remaining ventures are projected to contribute nothing while the remaining 70%+/- is funded by residential customers of which approximately half are seasonal. By way of further response, Conneaut Lake Objectors' investigation and discovery relevant to this action are ongoing and Conneaut Lake Objectors reserve the right to supplement these discovery responses.

5. Identify any law, regulation or policy that supports Complainants' claim that Mr. Joseph has a conflict of interest as asserted in your complaint.

RESPONSE:

Conneaut Lake Objectors object to this Interrogatory to the extent that it is calling for legal conclusions. Subject to and without waiving any objection hereto, Conneaut Lake Objectors answers as follows: See Sections 1301 and 1304 of the Public Utility Code, 66 Pa.C.S. §§1301 and 1304.

6. Define what is meant by hardship, financial strain or financial challenge as asserted in your Complaint.

RESPONSE:

The large increase in water rates is causing financial strain on the budgets of numerous members of the community many of whom cannot afford such a rapid increase in one year. Some members of the community are on fixed income and will result in depletion of retirement savings.

7. Identify all facts that support Complainants' claim that the proposed rates will cause a hardship, financial strain or financial challenge on any individual customers who are Complainants.

RESPONSE:

See response to Interrogatory No.6 and the letters attached to Conneaut Lake Objectors' Formal Complaint filed on October 13, 2023 under R-2023-3041575. By way of further response, the facts supporting the hardship imposed by rate increases of 750% and 1600% are self-evident. By way of further response, discovery is ongoing.

8. Identify each person who has knowledge of such facts?

RESPONSE:

See Schedule C of rate case filing and parties identified within the Conneaut Lake Objectors' Formal Complaint filed on October 13, 2023 under R-2023-3041575. By way of further response, the undersigned intends to submit an amended entry of appearance providing additional parties.

9. Identify each water service customer who Complainants assert will suffer a hardship, financial strain or financial challenge as a result of the proposed rates.

RESPONSE:

See Schedule C of rate case filing and parties identified within the Conneaut Lake Objectors' Formal Complaint filed on October 13, 2023 under R-2023-3041575. By way of further response, the undersigned intends to submit an amended entry of appearance providing additional parties.

10. Identify and produce all documents that support Complainants' claim that a specific water services customer will suffer a hardship, financial strain or challenge as a result of the proposed rates.

RESPONSE:

See response to Interrogatory No.6 and the letters attached to Conneaut Lake Objectors' Formal Complaint filed on October 13, 2023 under R-2023-3041575. By way of further response, the facts supporting the hardship imposed by rate increases of 750% and 1600% are self-evident. By way of further response, discovery is ongoing.

11. With respect to each individual Complainant in this case, provide the following:
- a. Identify whether you are currently a seasonal or year-round customer and for how long?

RESPONSE:

This information will be supplemented at a later date.

- b. With respect to Complainants identified as seasonal customers, for each individual Complainant, provide the annual start date and end date of their season.

RESPONSE:

Conneaut Lake Objectors object to this Interrogatory to the extent it seeks information that is not relevant or is not reasonably calculated to lead to the discovery of relevant and admissible information. Subject to and without waiving any objection hereto, Conneaut Lake Objectors state as follows: This information will be supplemented at a later date.

- c. With respect to Complainants identified as seasonal customers, please provide a copy of the individual Complainant's electrical bills for January 2021 through September 2023.

RESPONSE:

Conneaut Lake Objectors object to this Interrogatory to the extent it seeks information that is not relevant or is not reasonably calculated to lead to the discovery of relevant and admissible information.

- d. With respect to each Complainant, identify whether the building on their property has a basement.

RESPONSE:

Conneaut Lake Objectors object to this Interrogatory to the extent that it is overly broad, excessive and beyond the permissible scope of permissible discovery. Subject to and without waiving any objection hereto, Conneaut Lake Objectors answer as follows: Many of the Conneaut Lake Objectors do not have basements. To the extent this information is proven relevant, this information will be supplemented at a later date.

- e. With respect to each Complainant, identify whether the property is used for rental purposes and whether rentals are available year-round; and if not year-round, identify the months available.

RESPONSE:

Conneaut Lake Objectors object to this Interrogatory to the extent it seeks information that is not relevant or is not reasonably calculated to lead to the discovery of relevant and admissible information. Subject to and without waiving any objection hereto, Conneaut Lake Objectors state as follows: There some individuals within the community who rent their properties. To the extent this information is proven relevant, this information will be supplemented at a later date.

- f. With respect to each Complainant, identify whether there is more than one building connected to the lateral water line serving the Complainant, and identify the location that that building(s) and whether such building is owned by the Complainant. If not owned by the Complainant, identify the current owner.

RESPONSE:

Conneaut Lake Objectors object to this Interrogatory to the extent that its seeks information and/or documents that are in the Conneaut Lake Park Water Corporation's possession, custody or control, or in the possession, custody or control of Conneaut Lake Park Water Corporation's representatives, attorneys, agents and all other persons acting on their behalf.

- g. With respect to each Complainant, describe any work performed on the Complainant's lateral line in the last 5 years, including the nature of the work performed, who performed the work and the cost of the work.

RESPONSE:

Conneaut Lake Objectors object to this Interrogatory insofar as it contains vague, ambiguous and imprecise language. Subject to and without waiving any objection hereto, Conneaut Lake Objectors answers as follows: The Conneaut Lake Objectors have no such knowledge beyond being connected into a new home for certain parties.

- h. With respect to each Complainant, identify the size and location of all water line laterals on the Complainant's property.

RESPONSE:

Conneaut Lake Objectors object to this Interrogatory to the extent that its seeks information and/or documents that are in the Conneaut Lake Park Water Corporation's possession, custody or control, or in the possession, custody or control of Conneaut Lake Park Water Corporation's representatives, attorneys, agents and all other persons acting on their behalf. By way of further response, the answer varies from home to home and will supplemented as deemed necessary and relevant.

- i. With respect to each Complainant, has the Complainant ever operated the shut off valve for its property, and identify the location of the shut-off valve for its property.

RESPONSE:

Conneaut Lake Objectors object to this Interrogatory insofar as it contains vague, ambiguous and imprecise language. Subject to and without waiving any objection hereto, Conneaut Lake Objectors answers as follows: the answer varies from home to home and will be supplemented as deemed necessary and relevant.

- j. With respect to each Complainant, identify the location of the shut-off valve for its property.

RESPONSE:

Conneaut Lake Objectors object to this Interrogatory to the extent that it seeks information and/or documents that are in the Conneaut Lake Park Water Corporation's possession, custody or control, or in the possession, custody or control of Conneaut Lake Park Water Corporation's representatives, attorneys, agents and all other persons acting on their behalf. By way of further response, the answer varies from home to home and will be supplemented as deemed necessary and relevant.

Respectfully submitted,



Joshua D. Brown, Esq.
DILLON MCCANDLESS KING COULTER &
GRAHAM, LLP
128 W. Cunningham Street
Butler, PA 16001
(724) 283-2200

Attorney for *Rhonda Jaquay, et al.*

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission)	
Office of Consumer Advocate)	
Office of Small Business Advocate	)	Docket No. C-2023-3043026
George Malloy	)	C-2023-3043163
Sharon Arneson	)	C-2023-3043397
Rhonda Jaquay et al	)	C-2023-3043552
	)	C-2023-3043659
v.	)	C-2023-3043979
	)	P-2023-3042648
Conneaut Lake Park Water Corporation, Inc.)	
)	
Petition of Conneaut Lake Park Water)	
Corporation, Inc. for Approval of a Metering)	
Exception	)	CONSOLIDATED AT: R-2023-304157

VERIFICATION

I, , hereby depose and state that I am the herein and that the averments set forth in the foregoing are true and correct to the best of my knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to intentional falsification to authorities.

Rhonda L. Jaquay

Dated: 11/20/2023

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission)	
Office of Consumer Advocate)	
Office of Small Business Advocate	)	Docket No. C-2023-3043026
George Malloy	)	C-2023-3043163
Sharon Arneson	)	C-2023-3043397
Rhonda Jaquay et al	)	C-2023-3043552
	)	C-2023-3043659
v.	)	C-2023-3043979
	)	P-2023-3042648
Conneaut Lake Park Water Corporation, Inc.)	
)	
Petition of Conneaut Lake Park Water)	
Corporation, Inc. for Approval of a Metering)	
Exception	)	CONSOLIDATED AT: R-2023-304157

VERIFICATION

I, , hereby depose and state that I am the herein and that the averments set forth in the foregoing are true and correct to the best of my knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to intentional falsification to authorities.

Tom B. [Signature]

Dated: 11/20/2023

Docket No. C-2023-3043026
C-2023-3043163

P-2023-3042648

C-2023-3043397
C-2023-3043552
C-2023-3043659
C-2023-3043979

CONSOLIDATED AT: R-2023-304157

VERIFICATION

I, Heather Shean hereby depose and state that I am the _____ herein and
that the averments set forth in the foregoing _____ are true and correct to the best of
my knowledge, information and belief. This Verification is made subject to the penalties of
Pa.C.S.A. § 4904 relating to intentional falsification to authorities.

Dated: _____

11/20/23

Heather Shean

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission)	
Office of Consumer Advocate)	
Office of Small Business Advocate	)	Docket No. C-2023-3043026
George Malloy	)	C-2023-3043163
Sharon Arneson	)	C-2023-3043397
Rhonda Jaquay et al	)	C-2023-3043552
	)	C-2023-3043659
v.	)	C-2023-3043979
	)	P-2023-3042648
Conneaut Lake Park Water Corporation, Inc.)	
)	
Petition of Conneaut Lake Park Water Corporation, Inc. for Approval of a Metering Exception	)	CONSOLIDATED AT: R-2023-304157

VERIFICATION

I, Julie Laeder, hereby depose and state that I am the _____ herein and that the averments set forth in the foregoing _____ are true and correct to the best of my knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to intentional falsification to authorities.



Dated: November 20, 2023

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission
Office of Consumer Advocate
Office of Small Business Advocate
George Malloy
Sharon Arneson
Rhonda Jagray et al

)
)
) Docket No. C-2023-3043026
) C-2023-3043163
) C-2023-3043397
) C-2023-3043552
) C-2023-3043659
) C-2023-3043979
) P-2023-3042648

)
)
) Comment Lake Park Water Corporation, Inc.)

)
)
) Petition of Comment Lake Park Water
) Corporation, Inc. for Approval of a Metering
) Exception)

) CONSOLIDATED AT: R-2023-304157

VERIFICATION

I, Robert Eiler hereby depose and state that I am the _____ herein and that
the averments set forth in the foregoing _____ are true and correct to the best of my
knowledge, information and belief. This Verification is made subject to the penalties of 18
Pa.C.S.A. § 4904 relating to intentional falsification to authorities.

Robert Eiler

Dated: 11-16-2023

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission)	
Office of Consumer Advocate)	
Office of Small Business Advocate	)	Docket No. C-2023-3043026
George Malloy	)	C-2023-3043163
Sharon Arneson	)	C-2023-3043397
Rhonda Jaquay et al	)	C-2023-3043552
	)	C-2023-3043659
v.	)	C-2023-3043979
	)	P-2023-3042648
Conneaut Lake Park Water Corporation, Inc.)	
)	
Petition of Conneaut Lake Park Water Corporation, Inc. for Approval of a Metering Exception	)	CONSOLIDATED AT: R-2023-304157

VERIFICATION

I, Andrew Mathew hereby depose and state that I am the _____ herein and that the averments set forth in the foregoing _____ are true and correct to the best of my knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to intentional falsification to authorities.

Andrew Mathew

Dated: 11-18-23

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission)	
Office of Consumer Advocate)	
Office of Small Business Advocate	)	Docket No. C-2023-3043026
George Malloy	)	C-2023-3043163
Sharon Arneson	)	C-2023-3043397
Rhonda Jaquay et al	)	C-2023-3043552
	)	C-2023-3043659
v.	)	C-2023-3043979
	)	P-2023-3042648
Conneaut Lake Park Water Corporation, Inc.)	
)	
Petition of Conneaut Lake Park Water Corporation, Inc. for Approval of a Metering Exception	)	CONSOLIDATED AT: R-2023-304157

VERIFICATION

I, Ken McEwen hereby depose and state that I am the _____ herein and that the averments set forth in the foregoing _____ are true and correct to the best of my knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to intentional falsification to authorities.

Ken B McEwen

Dated: 11-18-23

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission)	
Office of Consumer Advocate)	
Office of Small Business Advocate)	Docket No. C-2023-3043026
George Malloy)	C-2023-3043163
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v.)	C-2023-3043979
)	P-2023-3042648
Conneaut Lake Park Water Corporation, Inc.)	
)	
Petition of Conneaut Lake Park Water Corporation, Inc. for Approval of a Metering Exception)	CONSOLIDATED AT: R-2023-304157

VERIFICATION

I, _____, hereby depose and state that I am the _____ herein and that the averments set forth in the foregoing _____ are true and correct to the best of my knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to intentional falsification to authorities.

Tera Powell _____

Dated: 11/17/2023 _____

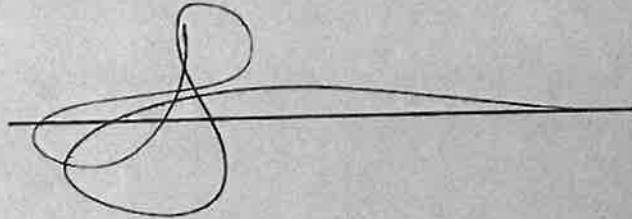
BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission)	
Office of Consumer Advocate)	
Office of Small Business Advocate	)	Docket No. C-2023-3043026
George Malloy	)	C-2023-3043163
Sharon Arneson	)	C-2023-3043397
Rhonda Jaquay et al	)	C-2023-3043552
	)	C-2023-3043659
v.	)	C-2023-3043979
	)	P-2023-3042648
Conneaut Lake Park Water Corporation, Inc.)	
)	
Petition of Conneaut Lake Park Water Corporation, Inc. for Approval of a Metering Exception	)	CONSOLIDATED AT: R-2023-304157

VERIFICATION

I, DAVID ARRIGO, hereby depose and state that I am the _____ herein and that the averments set forth in the foregoing Document are true and correct to the best of my knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to intentional falsification to authorities.

Dated: 11-18-2023

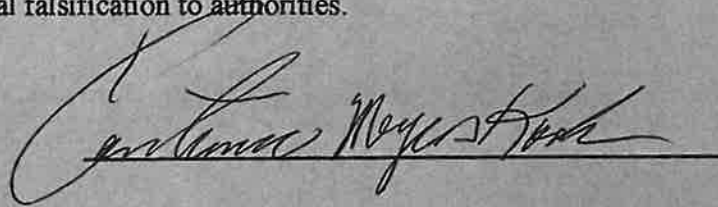


BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission)	
Office of Consumer Advocate)	
Office of Small Business Advocate)	Docket No. C-2023-3043026
George Malloy)	C-2023-3043163
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)	C-2023-3043659
v.)	C-2023-3043979
)	P-2023-3042648
Conneaut Lake Park Water Corporation, Inc.)	
)	
Petition of Conneaut Lake Park Water Corporation, Inc. for Approval of a Metering Exception	)	CONSOLIDATED AT: R-2023-304157

VERIFICATION

I, CHRISTINE C MEYERS 150014, hereby depose and state that I am the _____ herein and that the averments set forth in the foregoing document are true and correct to the best of my knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to intentional falsification to authorities.



Dated: 11/20/23

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission)	
Office of Consumer Advocate)	
Office of Small Business Advocate	)	Docket No. C-2023-3043026
George Malloy)	C-2023-3043163
Sharon Arneson)	C-2023-3043397
Rhonda Jaquay et al)	C-2023-3043552
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v.)	C-2023-3043979
)	P-2023-3042648
Conneaut Lake Park Water Corporation, Inc.)	
)	
Petition of Conneaut Lake Park Water)	
Corporation, Inc. for Approval of a Metering)	
Exception	)	CONSOLIDATED AT: R-2023-304157

VERIFICATION

Maryann Kerr
I, Maryann Kerr and Glenn Kerr, hereby depose and state that I am the discovery responses herein and that the averments set forth in the foregoing discovery responses are true and correct to the best of my knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to intentional falsification to authorities.

Maryann Kerr & Glenn Kerr

Dated: 11/30/2023

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission)	
Office of Consumer Advocate)	
Office of Small Business Advocate	)	Docket No. C-2023-3043026
George Malloy	)	C-2023-3043163
Sharon Arneson	)	C-2023-3043397
Rhonda Jaquay et al	)	C-2023-3043552
	)	C-2023-3043659
v.	)	C-2023-3043979
	)	P-2023-3042648
Conneaut Lake Park Water Corporation, Inc.)	
)	
Petition of Conneaut Lake Park Water)	
Corporation, Inc. for Approval of a Metering)	
Exception	)	CONSOLIDATED AT: R-2023-304157

VERIFICATION

I, Marion Dantzler, hereby depose and state that I am the respondent herein and that the averments set forth in the foregoing document are true and correct to the best of my knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to intentional falsification to authorities.

Dated: 11/13/2023

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission)	
Office of Consumer Advocate)	
Office of Small Business Advocate	)	Docket No. C-2023-3043026
George Malloy	)	C-2023-3043163
Sharon Arneson	)	C-2023-3043397
Rhonda Jaquay et al	)	C-2023-3043552
	)	C-2023-3043659
v.	)	C-2023-3043979
	)	P-2023-3042648
Conneaut Lake Park Water Corporation, Inc.)	
)	
Petition of Conneaut Lake Park Water Corporation, Inc. for Approval of a Metering Exception	)	CONSOLIDATED AT: R-2023-304157

VERIFICATION

Frank R Lang and

Elaine M Lang and

I, Brian R Lang, hereby depose and state that I am the _____ herein and that

the averments set forth in the foregoing _____ are true and correct to the best of my

knowledge, information and belief. This Verification is made subject to the penalties of 18

Pa.C.S.A. § 4904 relating to intentional falsification to authorities.

Brian R. Lang,
CPA

Digitally signed by Brian R.
Lang, CPA
Date: 2023.11.03 18:19:41
-04'00'

Dated: November 3 2023

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission)	
Office of Consumer Advocate)	
Office of Small Business Advocate	)	Docket No. C-2023-3043026
George Malloy	)	C-2023-3043163
Sharon Arneson	)	C-2023-3043397
Rhonda Jaquay et al	)	C-2023-3043552
	)	C-2023-3043659
v.	)	C-2023-3043979
	)	P-2023-3042648
Conneaut Lake Park Water Corporation, Inc.)	
)	
Petition of Conneaut Lake Park Water)	
Corporation, Inc. for Approval of a Metering)	
Exception	)	CONSOLIDATED AT: R-2023-304157

VERIFICATION

I, Patricia, hereby depose and state that I am the plaintiff herein and that the averments set forth in the foregoing responses are true and correct to the best of my knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to intentional falsification to authorities.

Patricia Bellar

Dated: 11/15/23

Exhibit 11
Responses to Data Requests OCA
Set II (Nos. 1-9) - 11/28/23

**OFFICE OF CONSUMER ADVOCATE, DATA REQUESTS
SET II**

CONNEAUT LAKE PARK WATER CORPORATION

Docket No. R-2023-3041575

OCA-II-1 Please provide all calculations supporting the justification for the proposed rate increase to each customer class, including a breakdown of year-round and seasonal residents.

RESPONSE:

As the Company did not perform a cost of service study, the rate increase was across the board for the year-round residential and commercial classes. The category for seasonal residents was eliminated and these customers will now pay the same as the year-round residents. The seasonal residential class was removed as the Company has no methodology of determining which residents are year-round and which are seasonal.

Responsible Witness: Connie Heppenstall

Date: November 28, 2023

**OFFICE OF CONSUMER ADVOCATE, DATA REQUESTS
SET II**

CONNEAUT LAKE PARK WATER CORPORATION

Docket No. R-2023-3041575

OCA-II-2 Please identify the amount claimed for cash working capital.

RESPONSE:

The Company has not made a claim for cash working capital in this filing.

Responsible Witness: Connie Heppenstall

Date: November 28, 2023

**OFFICE OF CONSUMER ADVOCATE, DATA REQUESTS
SET II**

CONNEAUT LAKE PARK WATER CORPORATION

Docket No. R-2023-3041575

OCA-II-3 Please identify the amount claimed for operation and maintenance expenses.

RESPONSE:

See Schedule D, Statement of income, which shows the following pro forma operating and maintenance expenses:

	Total O&M
Operating and Maintenance Expenses:	
601.0 Operator	\$ 24,000
615.0 Purchased Power	23,000
675.0 General Office Expenses	8,280
675.0 Uncollectible Accounts	14,218
665.0 Rate Case Expense	20,000
	<hr/>
	\$ 89,498

Responsible Witness: Connie Heppenstall

Date: November 28, 2023

**OFFICE OF CONSUMER ADVOCATE, DATA REQUESTS
SET II**

CONNEAUT LAKE PARK WATER CORPORATION

Docket No. R-2023-3041575

OCA-II-4 Please provide all source documents relied upon and/or cited in the Application in regard to rate of return.

RESPONSE:

Please see response to I&E-RR-8-D, I&E-RR-9-D, and I&E-RR-11-D.

Responsible Witness: Connie Heppenstall

Date: November 28, 2023

**OFFICE OF CONSUMER ADVOCATE, DATA REQUESTS
SET II**

CONNEAUT LAKE PARK WATER CORPORATION

Docket No. R-2023-3041575

OCA-II-5 Admit or deny: The Company should seek the lowest reasonable weighted average cost of capital.

RESPONSE:

The Company should seek the lowest reasonable weighted average cost of capital consistent with its small size and a 45% debt and 55% equity hypothetical capital structure.

Responsible Witness: Connie Heppenstall

Date: November 28, 2023

**OFFICE OF CONSUMER ADVOCATE, DATA REQUESTS
SET II**

CONNEAUT LAKE PARK WATER CORPORATION

Docket No. R-2023-3041575

OCA-II-6 Please provide the following financial information for the Company for the most recent annual reporting period:

- a. Earnings before interest and taxes
- b. Interest expense
- c. Amount of book debt capital
- d. Amount of book equity capital
- e. Cost of debt

RESPONSE:

- a. See "Statement of Income, Schedule D" contained in the Company's rate application for earnings before interest and taxes.
- b. See "Statement of Income, Schedule D" contained in the Company's rate application for interest expense.
- c. See "Capital Structure" contained in the Company's rate application for amount of book debt capital.
- d. See "Capital Structure, Schedule F" contained in the Company's rate application for amount of book equity capital.
- e. See "Capital Structure, Schedule F" contained in the Company's rate application for cost of debt.

Responsible Witness: Connie Heppenstall

Date: November 28, 2023

**OFFICE OF CONSUMER ADVOCATE, DATA REQUESTS
SET II**

CONNEAUT LAKE PARK WATER CORPORATION

Docket No. R-2023-3041575

OCA-II-7 Please provide the methods used to estimate the cost of equity and indicate if the methods included an adjustment for leverage differences due to market value and book value differences.

RESPONSE:

Please see response to I&E-RR-11-D.

Responsible Witness: Connie Heppenstall

Date: November 28, 2023

**OFFICE OF CONSUMER ADVOCATE, DATA REQUESTS
SET II**

CONNEAUT LAKE PARK WATER CORPORATION

Docket No. R-2023-3041575

- OCA-II-8** Please provide the Company's forecasted growth rates for the following factors over the longest period available, and provide the source of such forecasts, as well as the time frame.
- a. Total customers
 - b. Total revenue
 - c. Net income
 - d. Total rate base

RESPONSE:

The Company does not forecast any growth for items a-d.

Responsible Witness: Connie Heppenstall

Date: November 28, 2023

**OFFICE OF CONSUMER ADVOCATE, DATA REQUESTS
SET II**

CONNEAUT LAKE PARK WATER CORPORATION

Docket No. R-2023-3041575

- OCA-II-9** Please provide all documentation showing any anticipated updates that will be made to the water system, including:
- a. The project name
 - b. A description of what the project will be
 - c. The length of the project
 - d. The cost of the project

RESPONSE:

No updates to the water system are currently planned.

Responsible Witness: Connie Heppenstall

Date: November 28, 2023

OFFICE OF CONSUMER ADVOCATE, DATA REQUESTS
SET II

CONNEAUT LAKE PARK WATER CORPORATION

Docket No. R-2023-3041575

VERIFICATION

I, Connie Heppenstall, hereby state that the averments set forth in the foregoing Responses to OCA Data Requests Set II (Nos. 1 through 9) at Docket No. R-2023-3041575, are true and correct to the best of my knowledge, information, and belief. 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: 11/27/2023

CG Heppenstall
Connie Heppenstall

ll

Exhibit 12
Responses to Data Requests OCA
Set II (Nos. 10-15) - 12/11/23

Pennsylvania Public Utility Commission
v.
Conneaut Lake Park Water Company
Docket No. R-2023-3041575

Interrogatories of the Office of Consumer Advocate
Set II

10. Please refer to the letter by Diana Hoover included in the Complaint of the Conneaut Lake Objectors. Ms. Hoover indicated she “received a notice dated 6/1/2022 which was over a year after Mr. Joseph purchased the park (3-2-2021).”. She said, “the report was titled Public Notice ‘Failure to Monitor’ the monitor requirements were not met for the Conneaut Lake Park Water Co.”. Please provide the following:
- a. Documentation supporting if and when samples were taken from 2021, 2022 and 2023.
 - b. What did the results of the samples indicate?
 - c. Were there any actions taken to resolve any issues the results may have identified?

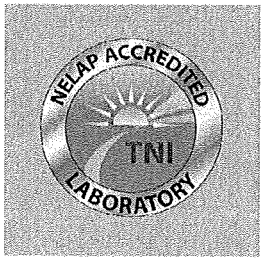
RESPONSE:

- a. See the attached.
- b. The results showed compliance with all standards.
- c. No actions were necessary other than having to send the notice out about the "Failure to Monitor" required by DEP.

Responsible Witness: Chris Greenberg

Date: 12-7-23

Exhibit 10 a.



2019 Ninth Avenue
 PO Box 1925
 Altoona, PA 16603
 (814) 946-4306



NELAP: PA 07-062, VA 460212
 State Certifications: MD 275, WV 364

www.fairwaylaboratories.com

Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: Client

Reported:

Project Manager: Chris Greenberg

Number of Containers:

10/06/22 09:06

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Sample Type	Date Sampled	Date Received
901 Conneaut Lake Park	AWI5396-01	Water	Grab	09/20/22 13:26	09/21/22 15:10
902 Conneaut Lake Park	AWI5396-02	Water	Grab	09/20/22 13:38	09/21/22 15:10
903 Conneaut Lake Park	AWI5396-03	Water	Grab	09/19/22 06:51	09/21/22 15:10
904 Conneaut Lake Park	AWI5396-04	Water	Grab	09/18/22 05:41	09/21/22 15:10
905 Conneaut Lake Park	AWI5396-05	Water	Grab	09/20/22 07:44	09/21/22 15:10

Fairway Laboratories, Inc.

Reviewed and Submitted by:

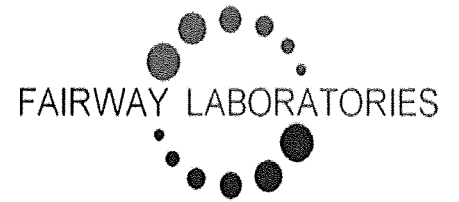
Michael P. Tyler
 Laboratory Director

Fairway Labs in Altoona, PA is a NELAP (National Environmental Laboratory Accreditation Program) accredited lab, and as such, certifies that all applicable test results meet the requirements of NELAP, unless otherwise stated on the analytical report.

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



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www.fairwaylaboratories.com

Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: Client

Reported:

Project Manager: Chris Greenberg

Number of Containers:

10/06/22 09:06

Client Sample ID: 901 Conneaut Lake Park

Date/Time Sampled: 09/20/22 13:26

Laboratory Sample ID: AWI5396-01 (Water/Grab)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
Metals (Drinking Water) by EPA 200 Series Methods								
Copper	198		12.5	ug/l	09/29/22 15:51	EPA 200.8/Rev. 5.4	TJO	
Lead	0.843		0.500	ug/l	09/29/22 15:51	EPA 200.8/Rev. 5.4	TJO	

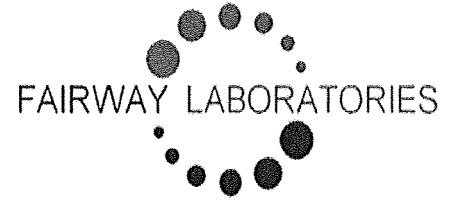
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Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: Client

Reported:

Project Manager: Chris Greenberg

Number of Containers:

10/06/22 09:06

Client Sample ID: 902 Conneaut Lake Park

Date/Time Sampled: 09/20/22 13:38

Laboratory Sample ID: AWI5396-02 (Water/Grab)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
---------	--------	-----	----	-------	----------------------	-------------------	-----------	------

Metals (Drinking Water) by EPA 200 Series Methods

Copper	188		12.5	ug/l	09/29/22 15:55	EPA 200.8/Rev. 5.4	TJO	
Lead	0.761		0.500	ug/l	09/29/22 15:55	EPA 200.8/Rev. 5.4	TJO	

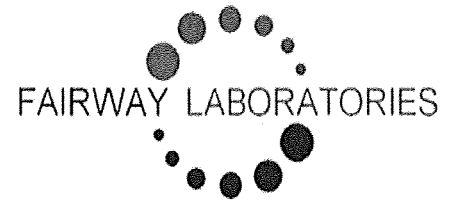
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Keystone Water Systems
 80 Lake St.
 Stoncboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: Client

Reported:

Project Manager: Chris Greenberg

Number of Containers:

10/06/22 09:06

Client Sample ID: 903 Conneaut Lake Park

Date/Time Sampled: 09/19/22 06:51

Laboratory Sample ID: AWI5396-03 (Water/Grab)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
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Metals (Drinking Water) by EPA 200 Series Methods

Copper	186		12.5	ug/l	09/29/22 15:59	EPA 200.8/Rev. 5.4	TJO	
Lead	0.804		0.500	ug/l	09/29/22 15:59	EPA 200.8/Rev. 5.4	TJO	

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Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: Client

Reported:

Project Manager: Chris Greenberg

Number of Containers:

10/06/22 09:06

Client Sample ID: 904 Conneaut Lake Park

Date/Time Sampled: 09/18/22 05:41

Laboratory Sample ID: AWI5396-04 (Water/Grab)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
---------	--------	-----	----	-------	----------------------	-------------------	-----------	------

Metals (Drinking Water) by EPA 200 Series Methods

Copper	184		12.5	ug/l	09/29/22 16:42	EPA 200.8/Rev. 5.4	TJO	
Lead	0.871		0.500	ug/l	09/29/22 16:42	EPA 200.8/Rev. 5.4	TJO	

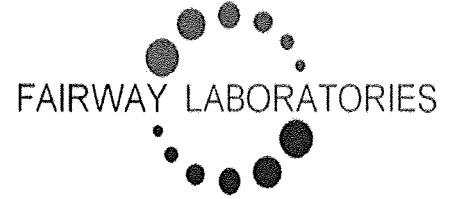
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Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: Client

Reported:

Project Manager: Chris Greenberg

Number of Containers:

10/06/22 09:06

Client Sample ID: 905 Conneaut Lake Park

Date/Time Sampled: 09/20/22 07:44

Laboratory Sample ID: AWI5396-05 (Water/Grab)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
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Metals (Drinking Water) by EPA 200 Series Methods

Copper	178		12.5	ug/l	09/29/22 17:01	EPA 200.8/Rev. 5.4	TJO	
Lead	0.834		0.500	ug/l	09/29/22 17:01	EPA 200.8/Rev. 5.4	TJO	

Fairway Laboratories, Inc.

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NELAP: PA 07-062, VA 460212
 State Certifications: MD 275, WV 364

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Keystone Water Systems	Project: Drinking Water Conneaut Lake Park
80 Lake St.	Project Number: [none]
Stoncboro, PA 16153	Collector: Client
Project Manager: Chris Greenberg	Reported: 10/06/22 09:06
	Number of Containers:

Definitions:

If surrogate values are not within the indicated range, then the results are considered to be estimated.

Reporting limits are adjusted accordingly when samples are analyzed at a dilution due to the matrix.

+ MBAS, calculated as LAS, mol wt 348

If the solid sample weight for VOC analysis does not fall within the 3.5-6.5 gram range, the results are considered estimated values.

Unless otherwise noted, all results for solids are reported on a dry weight basis.

Samples collected by Fairway Laboratories' personnel are done so in accordance with Standard Operating Procedures established by Fairway Laboratories.

The following analyses are to be performed immediately upon sampling: pH, sulfite, chlorine residual, dissolved oxygen, filtration for ortho phosphorus, and ferrous iron. The date and time reported reflect the time the samples were analyzed at the laboratory; and should be considered as analyzed outside the EPA holding time.

^ The following analytes are to be filtered immediately upon sampling: Hexavalent Chromium. Filtration through a 0.45 micron filter within 15 minutes of sampling is required for compliance with the Clean Water Act (CWA) for reporting of hexavalent chromium to prevent interconversion of chromium species.

* **Analysis location indicator:**
D: Indicates analysis performed by Fairway Laboratories, Inc., 40 Hoover Ave., DuBois, PA 15801. PA DEP Chapter 252 certification: PA 33-00258.
E: Indicates analysis performed by Fairway Laboratories, Inc., 1920 East 38th Street, Erie, PA 16510. NELAP certification: PA 25-05907.
P: Indicates analysis performed by Fairway Laboratories, Inc., 89 Kristi Rd., Pennsdale, PA 17756. PA DEP Chapter 252 certification: PA 41-04684.
W: Indicates analysis performed by Fairway Laboratories, Inc., 1980 Golden Mile Rd., Wysox, PA 18854. NELAP certification: PA 08-05622 and NY 12127.

< Represents "less than" - indicates that the result was less than the RL, or the MDL if indicated for the parameter.

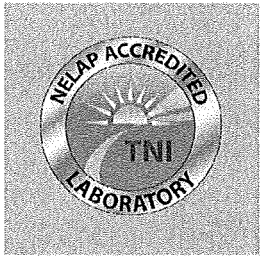
MDL Method Detection Limit - is the lowest or minimum level that provides 99% confidence level that the analyte is detected. Any reported result values that are less than the RL are considered estimated values. If Radiological results are reported, the MDC - Minimum Detectable Concentration is shown in the MDL column.

RL Reporting Limit - is the lowest or minimum level at which the analyte can be quantified.

Fairway Laboratories, Inc.

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Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: Client

Reported:

Project Manager: Chris Greenberg

Number of Containers:

10/06/22 09:06

Definitions Continued:

[CALC] Indicates a calculated result. Calculations use results from other analyses performed under accredited methods.

ND Non Detect. The noted analyte was not detected in the sample.

(-) Method Revision Indicator - West Virginia Samples

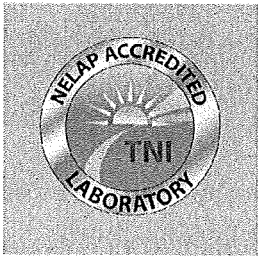
EPA 8270D - : Indicates that samples collected in West Virginia are analyzed by Method SW 8270E.

EPA 8260B - : Indicates that samples collected in West Virginia are analyzed by Method SW 8260D.

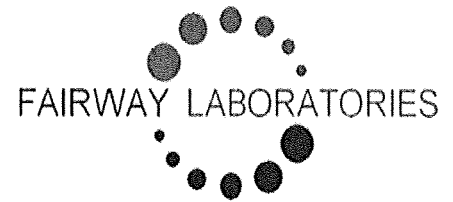
EPA 8015D - : Indicates that samples collected in West Virginia are analyzed by Method SW 8015C.

EPA 1010 - : Indicates that samples collected in West Virginia are analyzed by Method SW 1010B.

EPA 6010B - : Indicates that samples collected in West Virginia are analyzed by Method SW 6010D.



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Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: Client

Reported:

Project Manager: Chris Greenberg

Number of Containers:

10/06/22 09:06

Terms & Conditions

Services provided by Fairway Laboratories Inc. are limited to the terms and conditions stated herein, unless otherwise agreed to in a formal contract.

CHAIN OF CUSTODY Fairway Laboratories Inc. ("Fairway," "us" or "we") will initiate a chain-of-custody/request for analysis upon sample receipt unless the client includes a completed form with the received sample(s). Upon request, Fairway will provide chain-of-custody forms for use.

CONFIDENTIALITY Fairway maintains confidentiality in all of our client interactions. The client's consent will be required before releasing information about the services provided.

CONTRACTS All contracts are subject to review and approval by Fairway's legal council. Each contract must be signed by a corporate officer.

PAYMENT/BILLING Unless otherwise set forth in a signed contract or purchase order, terms of payment are "NET 30 Days." The time allowed for payment shall begin based on the invoice date. A 1.5% per month service charge may be added to all unpaid balances beyond the initial 30 days. In its sole discretion, Fairway reserves the right to request payment before services and hold sample results for payment of due balances. We will not bill a third party without prior agreement among all parties acknowledging and accepting responsibility for payment.

SAMPLE COLLECTION AND SUBMISSION Clients not requesting collection services from Fairway are responsible for proper collection, preservation, packaging, and delivery of samples to the laboratory in accordance with current law and commercial practice. Fairway shall have no responsibility for sample integrity prior to the receipt of the sample(s) and/or for any inaccuracy in test or analyses results as a result of the failure of the client or any third party to maintain the integrity of samples prior to delivery to Fairway. All samples submitted must be accompanied by a completed chain of custody or similar document clearly noting the requested analyses, dates/time sampled, client contact information, and trail of custody. Samples received at the laboratory after business hours are verified on the next business day. Discrepancies are documented on the Receiving Document.

SUBCONTRACTING Some analyses may require subcontracting to another laboratory. Unless the client indicates otherwise, this decision will be made by Fairway. Subcontracted work will be identified on the final report in accordance with NELAC requirements.

RETURN OF RESULTS Fairway routinely provides faxed or verbal results within 10 working days of receipt of sample(s) and a hard copy of the data results is routinely received via US Postal Service within 15 working days. At the request of the client, Fairway may offer expedited return of sample results. Surcharges may apply to rush requests. All rush requests must be pre-approved by Fairway. We reserve the right to charge an archive retrieval fee for results older than one (1) year from the date of the request. All records will be maintained by Fairway for 5 years, after which, they will be destroyed.

SAMPLE DISPOSAL Fairway will maintain samples for four (4) weeks after the sample receipt date. Fairway will dispose of samples which are not and/or do not contain hazardous wastes (as such term is defined by applicable federal or state law), unless prior arrangements have been made for long-term storage. Fairway reserves the right to charge a disposal fee for the proper disposal of samples found or suspected to contain hazardous waste. A return shipping charge will be invoiced for samples returned to the client at their request.

HAZARD COMMUNICATION The client has the responsibility to inform the laboratory of any hazardous characteristics known or suspected about the sample, and to provide information on hazard prevention and personal protection as necessary or otherwise required by applicable law.

WARRANTY AND LIMITATION OF LIABILITY For services rendered, Fairway warrants that it will apply its best scientific knowledge and judgment and to employ its best level of effort consistent with professional standards within the environmental testing industry in performing the analytical services requested by its clients. We disclaim any other warranties, expressed or implied by law. Fairway does not accept any legal responsibility for the purposes for which client uses the test results.

LITIGATION All costs associated with compliance to any subpoena for documents, for testimony in a court of law, or for any other purpose relating to work performed by Fairway Laboratories, Inc. shall be invoiced by Fairway and paid by client. These costs shall include, but are not limited to, hourly charges for the persons involved, travel, mileage, and accommodations and for any and all other expenses associated with said litigation.

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FLI SAMPLE RECEIPT PROTOCOL

WORK ORDER: Aw15396
CLIENT: Keystone
DATE SAMPLED: 9-18-22 DATE RECEIVED: 9-21-22 TIME RECEIVED: 1510
- 9-20-22



- 1. CHECK ALL THAT APPLY: PA [x] WV [] MD [] PWS [x] NPDES/COMPLIANCE [] DAIRY [] RUSH []
2. WERE ANY OF THE SAMPLE CONTAINERS DAMAGED/LEAKING? (ARE CUSTODY SEALS BROKEN?) YES [] NO [x]

IF YES, EXPLAIN: _____

3. NUMBER OF CONTAINERS RECEIVED: 5

- 4. WERE THE SAMPLES RECEIVED ON ICE/OTHER ACCEPTABLE REFRIGERANT? YES [x] NO []

IF NO, EXPLAIN: _____

5. RECEIVING TEMP: 6.5°C TEMP CONTROL(S) PRESENT YES [] NO [] BOTTLE(S) TEMPED: 5

- 6. WERE THE SAMPLES PROPERLY PRESERVED? YES [x] NO []

IF NO, EXPLAIN: Samples preserved at fairway 9-22-22 at 115-

- 7. WERE THE SAMPLES COLLECTED IN THE CORRECT CONTAINERS? YES [x] NO []

IF NO, EXPLAIN: _____

- 8. IS THERE HEADSPACE PRESENT FOR VOLATILES/ODOR SAMPLES? YES [] NO [] N/A [x]

- 9. WAS THE COC FILLED OUT PROPERLY? YES [x] NO []

IF NO, EXPLAIN: _____

- 10. DID THE SAMPLE LABEL(S) CONTAIN ADEQUATE INFO? (CLIENT/DATE/TIME/PRESERVATIVE) YES [x] NO []

IF NO, EXPLAIN: _____

- 11. WERE ANY OF THE SAMPLES RECEIVED OUTSIDE OF HOLDING TIME? YES [] NO [x]

IF YES, EXPLAIN: _____

- 12. DO THE SAMPLES REQUIRE ANALYSES THAT HAVE A SHORT HOLDING TIME? YES [] NO [x]

IF YES, WHAT ANALYSES? _____ PLEASE NOTIFY LABORATORY ANALYSTS!

- 13. IS SUBCONTRACTING REQUIRED? YES [] NO [x]

IF YES, WHAT ANALYSES? _____

- 14. WAS THE CLIENT CONTACTED? IF YES, FILL OUT THE FOLLOWING:

FLI EMPLOYEE INITIALS: CLIENT SPOKEN TO: DATE/TIME:

OUTCOME:

SIGNATURE: [Signature]



2019 Ninth Avenue
 PO Box 1925
 Altoona, PA 16603
 (814) 946-4306



NELAP: PA 07-062, VA 460212
 State Certifications: MD 275, WV 364

www.fairwaylaboratories.com

Keystone Water Systems

80 Lake St.

Stoneboro PA, 16153

Project Manager: Chris Greenberg

Project: CONNEAUT LAKE PARK
 QUARTERLY

Project Number: [none]

Collector: CLIENT

Number of Containers: 22

Reported:

08/12/21 10:34

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Sample Type	Date Sampled	Date Received
EP 101	1G15124-01	Water	Grab	07/14/21 09:40	07/14/21 16:20
TRIP BLANK	1G15124-02	Water	Trip Blank	07/14/21 09:40	07/14/21 16:20

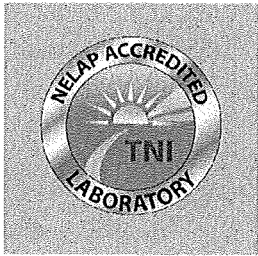
Fairway Laboratories, Inc.

Reviewed and Submitted by:

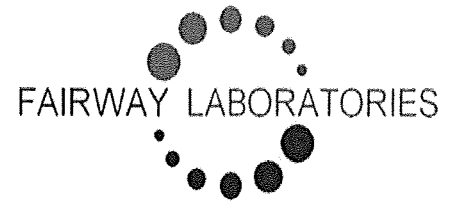
Michael P. Tyler
 Laboratory Director

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 80 Lake St.
 Stoneboro PA, 16153

Project: CONNEAUT LAKE PARK
 QUARTERLY

Project Number: [none]

Reported:

Collector: CLIENT

08/12/21 10:34

Project Manager: Chris Greenberg

Number of Containers: 22

Client Sample ID: EP 101

Date/Time Sampled: 07/14/21 09:40

Laboratory Sample ID: 1G15124-01 (Water/Grab)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
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Conventional Chemistry Parameters by SM/EPA Methods

1,2-Dibromo-3-chloropropane	<0.020		0.020	ug/l	07/19/21 18:41	EPA 504.1/1.1	jjf	
1,2-Dibromoethane (EDB)	<0.020		0.020	ug/l	07/19/21 18:41	EPA 504.1/1.1	jjf	
<i>Surrogate: 1-Chloro-2-fluorobenzene</i>		91.9 %	70-130		07/19/21 18:41	EPA 504.1/1.1	jjf	

Subcontracted 1613B DW Tetra Chlorinated Dioxin in Drinking Water

2,3,7,8-TCDD	<4.0		4.0	pg/L	07/30/21 15:57	EPA 1613B	sub	AA
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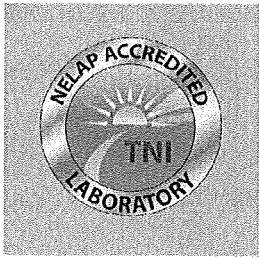
Subcontracted Organics

Diquat	<0.004		0.004	mg/l	07/26/21 14:50	EPA 549.2 Rev 1.0	sub	C1, 10
Endothall	<0.045		0.045	mg/l	08/02/21 19:52	EPA 548.1 Rev 1.0	sub	C1
<i>Surrogate: DCAA</i>		89.2 %	70-130		08/02/21 19:52	EPA 548.1 Rev 1.0	sub	C1
Glyphosate	<0.025		0.025	mg/l	07/19/21 16:02	EPA 547 Rev 1.0	sub	C1
Dalapon	<0.00400		0.00400	mg/l	07/20/21 19:56	EPA 515.3 Rev 1.0	sub	C1, 10
2,4-D	<0.00400		0.00400	mg/l	07/20/21 19:56	EPA 515.3 Rev 1.0	sub	C1, 10
Pentachlorophenol	<0.00080		0.00080	mg/l	07/20/21 19:56	EPA 515.3 Rev 1.0	sub	C1, 10

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Keystone Water Systems

80 Lake St.

Stoneboro PA, 16153

Project Manager: Chris Greenberg

Project: CONNEAUT LAKE PARK
 QUARTERLY

Project Number: [none]

Collector: CLIENT

Number of Containers: 22

Reported:

08/12/21 10:34

Client Sample ID: EP 101

Date/Time Sampled: 07/14/21 09:40

Laboratory Sample ID: 1G15124-01 (Water/Grab)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
Subcontracted Organics								
Silvex	<0.00100	0.00100		mg/l	07/20/21 19:56	EPA 515.3 Rev 1.0	sub	C1, 10
Dinoseb	<0.00400	0.00400		mg/l	07/20/21 19:56	EPA 515.3 Rev 1.0	sub	C1, 10
Surrogate: DCAA		108 %	70-130		07/20/21 19:56	EPA 515.3 Rev 1.0	sub	C1, 10
PCBs	<0.00008	0.00008		mg/l	07/22/21 04:33	EPA 505 Rev 2.1	sub	C1, 39
Surrogate: 2,4,5,6-Tetrachloro-m-xylene		114 %	65-135		07/22/21 04:33	EPA 505 Rev 2.1	sub	C1, 39
Chlordane (technical)	<0.0010	0.0010		mg/l	07/23/21 05:08	EPA 505 Rev 2.1	sub	C1
Toxaphene	<0.0015	0.0015		mg/l	07/23/21 05:08	EPA 505 Rev 2.1	sub	C1
Surrogate: 2,4,5,6-Tetrachloro-m-xylene		95.6 %	65-135		07/23/21 05:08	EPA 505 Rev 2.1	sub	C1
Simazine	<0.0020	0.0020		mg/l	07/28/21 06:44	EPA 525.2 Rev 2.0	sub	C1
Atrazine	<0.0020	0.0020		mg/l	07/28/21 06:44	EPA 525.2 Rev 2.0	sub	C1
Bis(2-ethylhexyl)adipate	<0.0020	0.0020		mg/l	07/28/21 06:44	EPA 525.2 Rev 2.0	sub	C1
Bis(2-Ethylhexyl)phthalate	<0.0050	0.0050		mg/l	07/28/21 06:44	EPA 525.2 Rev 2.0	sub	C1

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Keystone Water Systems
 80 Lake St.
 Stoneboro PA, 16153
 Project Manager: Chris Greenberg

Project: CONNEAUT LAKE PARK
 QUARTERLY
 Project Number: [none]
 Collector: CLIENT
 Number of Containers: 22

Reported:
 08/12/21 10:34

Client Sample ID: EP 101

Date/Time Sampled: 07/14/21 09:40

Laboratory Sample ID: 1G15124-01 (Water/Grab)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
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Subcontracted Organics

Benzo(a)pyrene	<0.0002	0.0002		mg/l	07/28/21 06:44	EPA 525.2 Rev 2.0	sub	C1
Surrogate: 1,3-Dimethyl-2-nitrobenzene		100 %	70-130		07/28/21 06:44	EPA 525.2 Rev 2.0	sub	C1
Surrogate: Pyrene-d10		111 %	70-130		07/28/21 06:44	EPA 525.2 Rev 2.0	sub	C1
Surrogate: p-Terphenyl-d14		111 %	70-300		07/28/21 06:44	EPA 525.2 Rev 2.0	sub	C1
Surrogate: Triphenylphosphate		77.4 %	70-130		07/28/21 06:44	EPA 525.2 Rev 2.0	sub	C1
Surrogate: Perylene-d12		80.2 %	70-130		07/28/21 06:44	EPA 525.2 Rev 2.0	sub	C1

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Keystone Water Systems
 80 Lake St.
 Stoneboro PA, 16153
 Project Manager: Chris Greenberg

Project: CONNEAUT LAKE PARK
 QUARTERLY
 Project Number: [none] **Reported:**
 Collector: CLIENT 08/12/21 10:34
 Number of Containers: 22

Client Sample ID: EP 101

Date/Time Sampled: 07/14/21 09:40

Laboratory Sample ID: 1G15124-01RE1 (Water/Grab)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
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Subcontracted Organics

Picloram	<0.00400	0.00400		mg/l	07/23/21 23:09	EPA 515.3 Rev 1.0	sub	C1, 10
<i>Surrogate: DCAA</i>		97.5 %	70-130		07/23/21 23:09	EPA 515.3 Rev 1.0	sub	C1, 10
Alachlor	<0.0010	0.0010		mg/l	07/23/21 21:36	EPA 505 Rev 2.1	sub	C1
Endrin	<0.0010	0.0010		mg/l	07/23/21 21:36	EPA 505 Rev 2.1	sub	C1
Hcptachlor	<0.0002	0.0002		mg/l	07/23/21 21:36	EPA 505 Rev 2.1	sub	C1
Heptachlor Epoxide	<0.0001	0.0001		mg/l	07/23/21 21:36	EPA 505 Rev 2.1	sub	C1
Hexachlorobenzene	<0.0005	0.0005		mg/l	07/23/21 21:36	EPA 505 Rev 2.1	sub	C1
Hexachlorocyclopentadiene	<0.0020	0.0020		mg/l	07/23/21 21:36	EPA 505 Rev 2.1	sub	C1
Methoxychlor	<0.0020	0.0020		mg/l	07/23/21 21:36	EPA 505 Rev 2.1	sub	C1
Lindane	<0.0001	0.0001		mg/l	07/23/21 21:36	EPA 505 Rev 2.1	sub	C1

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Keystone Water Systems

80 Lake St.

Stoneboro PA, 16153

Project Manager: Chris Greenberg

Project: CONNEAUT LAKE PARK

QUARTERLY

Project Number: [none]

Reported:

Collector: CLIENT

08/12/21 10:34

Number of Containers: 22

Client Sample ID: TRIP BLANK

Date/Time Sampled: 07/14/21 09:40

Laboratory Sample ID: 1G15124-02 (Water/Trip Blank)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
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Conventional Chemistry Parameters by SM/EPA Methods

1,2-Dibromo-3-chloropropane	<0.020		0.020	ug/l	07/19/21 19:23	EPA 504.1/1.1	jjf	
1,2-Dibromoethane (EDB)	<0.020		0.020	ug/l	07/19/21 19:23	EPA 504.1/1.1	jjf	
Surrogate: 1-Chloro-2-fluorobenzene		105 %	70-130		07/19/21 19:23	EPA 504.1/1.1	jjf	

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Keystone Water Systems

80 Lake St.

Stoneboro PA, 16153

Project Manager: Chris Greenberg

Project: CONNEAUT LAKE PARK
 QUARTERLY

Project Number: [none]

Collector: CLIENT

Number of Containers: 22

Reported:

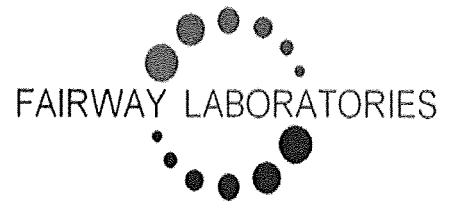
08/12/21 10:34

Notes

- 10 SOC parameters may be composited at the Laboratory's discretion.
- 39 The sample was screened for PCBs by EPA 505. PCBs were not found at or above 0.08 ug/L as compared to the Aroclor mixture 1016/1260. The analyte PCBs references PCB/Arochlor 1016, 1221, 1232, 1242, 1248, 1254, and 1260.
- AA This Sample was subcontracted to Laboratory ID# 36-00037
- C1 This Sample was subcontracted to Laboratory ID# 06-00003



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80 Lake St.

Stoneboro PA, 16153

Project Manager: Chris Greenberg

Project: CONNEAUT LAKE PARK

QUARTERLY

Project Number: [none]

Reported:

Collector: CLIENT

08/12/21 10:34

Number of Containers: 22

Definitions:

If surrogate values are not within the indicated range, then the results are considered to be estimated.

Reporting limits are adjusted accordingly when samples are analyzed at a dilution due to the matrix.

+ MBAS, calculated as LAS, mol wt 348

If the solid sample weight for VOC analysis does not fall within the 3.5-6.5 gram range, the results are considered estimated values.

Unless otherwise noted, all results for solids are reported on a dry weight basis.

Samples collected by Fairway Laboratories' personnel are done so in accordance with Standard Operating Procedures established by Fairway Laboratories.

The following analyses are to be performed immediately upon sampling: pH, sulfite, chlorine residual, dissolved oxygen, filtration for ortho phosphorus, and ferrous iron. The date and time reported reflect the time the samples were analyzed at the laboratory, and should be considered as analyzed outside the EPA holding time.

^ The following analytes are to be filtered immediately upon sampling: Hexavalent Chromium. Filtration through a 0.45 micron filter within 15 minutes of sampling is required for compliance with the Clean Water Act (CWA) for reporting of hexavalent chromium to prevent interconversion of chromium species.

* **Analysis location indicator:**
 D: Indicates analysis performed by Fairway Laboratories, Inc., 110 McCracken Run Rd., DuBois, PA 15801. PA DEP Chapter 252 certification: PA 33-00258.
 E: Indicates analysis performed by Fairway Laboratories, Inc., 1920 East 38th Street, Erie, PA 16510. NELAP certification: PA 25-05907.
 P: Indicates analysis performed by Fairway Laboratories, Inc., 89 Kristi Rd., Pennsdcle, PA 17756. PA DEP Chapter 252 certification: PA 41-04684.
 W: Indicates analysis performed by Fairway Laboratories, Inc., 1980 Golden Mile Rd., Wysox, PA 18854. NELAP certification: PA 08-05622 and NY 12127.

< Represents "less than" - indicates that the result was less than the RL, or the MDL if indicated for the parameter.

MDL Method Detection Limit - is the lowest or minimum level that provides 99% confidence level that the analyte is detected. Any reported result values that are less than the RL are considered estimated values. If Radiological results are reported, the MDC - Minimum Detectable Concentration is shown in the MDL column.

RL Reporting Limit - is the lowest or minimum level at which the analyte can be quantified.

[CALC] Indicates a calculated result. Calculations use results from other analyses performed under accredited methods.

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Project Number: [none]

Reported:

Collector: CLIENT

08/12/21 10:34

Number of Containers: 22

Terms & Conditions

Services provided by Fairway Laboratories Inc. are limited to the terms and conditions stated herein, unless otherwise agreed to in a formal contract.

CHAIN OF CUSTODY Fairway Laboratories Inc. ("Fairway," "us" or "we") will initiate a chain-of-custody/request for analysis upon sample receipt unless the client includes a completed form with the received sample(s). Upon request, Fairway will provide chain-of-custody forms for use.

CONFIDENTIALITY Fairway maintains confidentiality in all of our client interactions. The client's consent will be required before releasing information about the services provided.

CONTRACTS All contracts are subject to review and approval by Fairway's legal council. Each contract must be signed by a corporate officer.

PAYMENT/BILLING Unless otherwise set forth in a signed contract or purchase order, terms of payment are "NET 30 Days." The time allowed for payment shall begin based on the invoice date. A 1.5% per month service charge may be added to all unpaid balances beyond the initial 30 days. In its sole discretion, Fairway reserves the right to request payment before services and hold sample results for payment of due balances. We will not bill a third party without prior agreement among all parties acknowledging and accepting responsibility for payment.

SAMPLE COLLECTION AND SUBMISSION Clients not requesting collection services from Fairway are responsible for proper collection, preservation, packaging, and delivery of samples to the laboratory in accordance with current law and commercial practice. Fairway shall have no responsibility for sample integrity prior to the receipt of the sample(s) and/or for any inaccuracy in test or analyses results as a result of the failure of the client or any third party to maintain the integrity of samples prior to delivery to Fairway. All samples submitted must be accompanied by a completed chain of custody or similar document clearly noting the requested analyses, dates/time sampled, client contact information, and trail of custody. Samples received at the laboratory after business hours are verified on the next business day. Discrepancies are documented on the Receiving Document.

SUBCONTRACTING Some analyses may require subcontracting to another laboratory. Unless the client indicates otherwise, this decision will be made by Fairway. Subcontracted work will be identified on the final report in accordance with NELAC requirements.

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ON ICE YES NO
 SAMPLE TEMP 2.0 °C
 SITE LOCATION: Conneaut Lake Park
 CLIENT: Keystone Water Systems
 SAMPLER (print full name)

FLI PROJECT NAME:
 CONTACT: Chris Greenburg
 PHONE: 724-376-7013
 ADDRESS: 80 Lake Street, Stoneboro, PA 16153
 COMMENTS: PWS # 6200018
 ** SAMPLES MUST BE RECEIVED ON ICE **

FAIRWAY LABORATORIES, INC - DUBOIS OFFICE
 40 Hoover Avenue
 Dubois, PA 15801
 Phone: (814) 371-6030 Fax: (814) 375-0823
CHAIN OF CUSTODY RECORD

PARAMETERS



1G15124

SAMPLE TYPE CODE
 DW - DRINKING WATER SO - SOLID AQ - AQUEOUS

FIELD ID.NO.	LOCATION	DATE	TIME	GRAB or COMP	SAMPLE TYPE (SEE CODE LIST)	NUMBER & TYPE OF CONTAINERS	SOCs by EPA 515.3	SOCs by EPA 548.1	SOCs by EPA 525.2	SOCs by EPA 504.1	SOCs by EPA 505	SOCs by EPA 531.1	SOCs by EPA 1613	SOCs by EPA 549.2	SOCs by EPA 547	LAB INFORMATION ONLY: pH Checks done next to Analysis Requested. Vare pH is between 3-9	RUSH FAX	SPECIAL HANDLING (NORMAL) QA/QC
101		7/14/12	07:40	X	DW	1 - 200 mL amber glass	X									X		2
101				X	DW	1 - 200 mL amber glass		X										2
101				X	DW	1 - 200 mL amber glass			X									1
101				X	DW	2 - 1 L amber glass				X								8
101				X	DW	1 - 1 L amber glass					X							8
101				X	DW	4 - 40 mL vials				X								2
101				X	AQ	2 - 40 mL vials						X						2
101				X	DW	4 - 40 mL vials							X					8
101				X	AQ	1 - 40 mL vials								X				8
101				X	DW	1 - 40 mL vials									X			2
101				X	DW	1 - 1 L amber plastic												2
101				X	DW	3 - 40 mL vials												2
101				X	AQ	1 - 40 mL vials												2

REINQUISHED BY: [Signature]
 REINQUISHED BY: [Signature]
 RECEIVED BY: Cheryl Hobbs
 RECEIVED BY LABORATORY: Chad Hobbs

DATE: 7/14/12 TIME: 12:40
 DATE: 7/14/12 TIME: 12:20
 Logged In By:
 COC #

METHOD OF DELIVERY:
 HAND DELIVERY UPS U.S. MAIL FEDEX SAMPLE RUNNER OTHER

RESERVATIVE LIST:
 1 - NONE
 2 - NA2S2O3
 3 - H2SO4
 4 - NaOH
 5 - HNO3
 6 - HCL
 7 - ASCORBIC ACID
 8 - OTHER

LABORATORY INFORMATION:
 FAIRWAY LABORATORIES, INC - DUBOIS OFFICE
 40 Hoover Avenue
 Dubois, PA 15801
 Phone: (814) 371-6030 Fax: (814) 375-0823

1G15124

Chain of Custody Receiving Document - SOC (MJ)

Page 2 of 2

Receiver: TT

Date/Time of this check: 7/15/21 1105 Client: Keystone Water Systems Lab # 1615124

Received on ICE? * Sample Temperature when delivered to the Lab: D Acceptable? * or In cool down process? *
Custody Seals? Intact?

COC/Labels on bottles agree? * Correct containers for all the analysis requested? * Matrix: Water

COC #	Method	Number and Type of BOTTLES	Preservation	Property Preserved	Comments
	SOC 504.1 (EDB/DBCP)	(2) Vial, 40ml w/ NaThio		N/A *	Analyzed at FLJ
	SOC 505 (Pest/PCBs)	(4) Vial 40ml w/ NaThio		N/A *	
	SOC 515.3 (Herbicides)	(1) AG 250ml NM NaThio		N/A *	
	SOC 525.2 (Semi-Volatiles)	(2) AG Liter NM Na2SO3 & HCl		N/A *	
	SOC 531.1 (Carbamates)	(1) Vial 40ml w/ NaThio & MCAA Buffer (pH 3)		N/A *	
	SOC 547 (Glycophosphate)	(3) Vial, 40ml w/ NaThio		N/A *	
	SOC 548 (Endothall)	(1) AG 500ml WM NaThio		N/A *	
	SOC 549 (Diquat)	(1) AG 500ml WM NP		N/A *	
	SOC 1613B (Dioxin)	(1) Amb Pl Liter NaThio & H2SO4		N/A *	
	Trip Blank: SOC 504.1	(2) AG Liter WM NaThio		N/A *	
	Trip Blank: SOC 505	(1) Vial 40ml w/ NaThio		N/A *	Analyzed at FLJ
	Trip Blank: SOC 525	(1) Vial 40ml w/ NaThio		N/A *	
	Trip Blank: SOC 547	(1) AG Liter NM Na2SO3 & HCl		N/A *	
	Trip Blank: SOC 548	(1) Vial, 40ml w/ NaThio		N/A *	

<p>* DEVIATION PRESENT:</p> <p><input checked="" type="checkbox"/> No Ice ()</p> <p><input checked="" type="checkbox"/> Not at Proper Temperature ()</p> <p><input checked="" type="checkbox"/> Wrong Container ()</p> <p><input checked="" type="checkbox"/> Missing Information: ()</p>	<p>CLIENT CALLED:</p> <p>YES ()</p> <p>By Whom: _____</p> <p>Date: _____</p>	<p>CLIENT RESPONSE:</p> <p>Proceed with analysis; quality data ()</p> <p>Will Resample ()</p> <p>Provided Information ()</p> <p>No Response; Proceed and qualified ()</p> <p>Client Contact: _____</p> <p>Date: _____</p>
---	---	---

* Comments: N/A * (Preservation confirmed by subcontract lab at time of analysis)



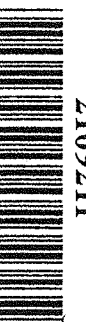
M.J. Reider Associates, Inc.
 107 Angelica St, Reading PA, 19611
 610-374-5129 www.mjrreider.com

WORK ORDER
 Chain of Custody

Client Code: 2322

Client: Mahaffey Laboratory
 Project: DW - Full SOCs

Project Manager: Bradley T Griffiths
 Report To: Mahaffey Laboratory - Diane Kiser - 551 State St., Curwensville, PA 16833
 Invoice To: Mahaffey Laboratory - Diane Kiser - 551 State St., Curwensville, PA 16833



2109211

#2

Collected By : _____
 (Full Name)

Comments: _____

2109211-01 EP System Name

PWSID

Carbamates EPA 531.1 Short List, Diquat EPA 549.2, Endothall EPA 548.1, EPA 504.1 Short List, Glyphosate EPA 547,
 Herbicides EPA 515.3 Short List, PCBs EPA 505, Pesticides EPA 505 Short List, Semi-VOA EPA 525.2 Short List
 Subcontracted: SUB Dioxin EPA 1613B

PA DEP Sample Type: E-Entry Point

Matrix: Drinking Water
 Type: Grab

Date: _____
 Time: _____

Loc ID: _____

- A - Vial 40ml NaThio & MCAA buffer (pH 3)
- B - Amb Pl Liter NaThio & H2SO4
- C - AG 500ml WM NaThio
- D - AG 500ml WM NP
- E - Vial 40ml NaThio
- F - Vial 40ml NaThio
- G - Vial 40ml NaThio
- H - Vial 40ml NaThio
- I - Vial TRIP BLANK 40ml NaThio
- J - Vial TRIP BLANK 40ml NaThio
- K - Vial 40ml NaThio
- L - Vial 40ml NaThio
- M - Vial 40ml NaThio
- N - Vial TRIP BLANK 40ml NaThio
- O - AG 250ml NM NaThio
- P - Vial 40ml NaThio
- Q - Vial 40ml NaThio
- R - Vial 40ml NaThio
- S - Vial 40ml NaThio
- T - Vial TRIP BLANK 40ml NaThio
- U - AG Liter NM Na2SO3 & HCL
- V - AG Liter NM Na2SO3 & HCL
- W - AG TRIP BLANK Liter NM Na2SO3 & HCL
- X - AG Liter WM NaThio
- Y - AG Liter WM NaThio

oc

1615124

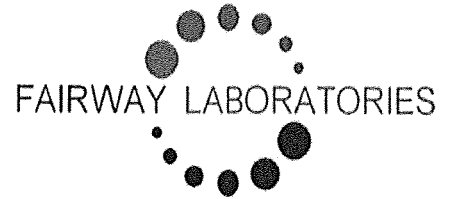
Relinquished By	Date/Time	Received By	Date/Time
		<i>Brad Nelson</i>	<i>7/14/21 - 12:49</i>
Relinquished By	Date/Time	Received By	Date/Time
		<i>Brad Nelson</i>	<i>7/14/21 - 16:20</i>
Relinquished By	Date/Time	Received at Laboratory By	Date/Time
		<i>Pat Byrle</i>	<i>7/14/21 1:45</i>

The Client, by signing (or having the client's agent sign), agrees to MJA's Terms and Conditions and to pay for the above requested services including any additional associated fees incurred.

Sample Kit Prepared By:	Date/Time
Sample Temp (°C):	(Yes) No NA
Samples on Ice?	
Approved By:	
Entered By:	



2019 Ninth Avenue
 PO Box 1925
 Altoona, PA 16603
 (814) 946-4306



NELAP: PA 07-062, VA 460212
 State Certifications: MD 275, WV 364

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Keystonc Water Systems

Project: Drinking Water Conneaut Lake Park

80 Lake St.

Project Number: [none]

Reported:

Stoneboro PA, 16153

Collector: CLIENT

09/20/21 09:13

Project Manager: Chris Greenberg

Number of Containers: 1

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Sample Type	Date Sampled	Date Received
EP 101	1H26005-01	Water	Grab	08/24/21 16:30	08/25/21 18:40

Client Sample ID: EP 101

Date/Time Sampled: 08/24/21 16:30

Laboratory Sample ID: 1H26005-01 (Water/Grab)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
---------	--------	-----	----	-------	----------------------	-------------------	-----------	------

Subcontracted Organics

Carbofuran	<0.010		0.010	mg/l	09/09/21 20:53	EPA 531.1 Rev 3.1	sub	C1
Oxamyl	<0.010		0.010	mg/l	09/09/21 20:53	EPA 531.1 Rcv 3.1	sub	C1
Surrogate: 4-Bromo-3,5-Dimethylphenyl N-Methylcarba	107 %		70-130		09/09/21 20:53	EPA 531.1 Rev 3.1	sub	C1

Fairway Laboratories, Inc.

Reviewed and Submitted by:

Michael P. Tyler
 Laboratory Director

Fairway Labs in Altoona, PA is a NELAP (National Environmental Laboratory Accreditation Program) accredited lab, and as such, certifies that all applicable test results meet the requirements of NELAP, unless otherwise stated on the analytical report.

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Keystone Water Systems

80 Lake St.

Stoneboro PA, 16153

Project Manager: Chris Greenberg

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: CLIENT

Number of Containers: 1

Reported:

09/20/21 09:13

Notes

C1 This Sample was subcontracted to Laboratory ID# 06-00003



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 Altoona, PA 16603
 (814) 946-4306



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Keystone Water Systems
 80 Lake St.
 Stoneboro PA, 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Reported:

Collector: CLIENT

09/20/21 09:13

Project Manager: Chris Greenberg

Number of Containers: 1

Definitions:

If surrogate values are not within the indicated range, then the results are considered to be estimated.

Reporting limits are adjusted accordingly when samples are analyzed at a dilution due to the matrix.

+ MBAS, calculated as LAS, mol wt 348

If the solid sample weight for VOC analysis does not fall within the 3.5-6.5 gram range, the results are considered estimated values.

Unless otherwise noted, all results for solids are reported on a dry weight basis.

Samples collected by Fairway Laboratories' personnel are done so in accordance with Standard Operating Procedures established by Fairway Laboratories.

The following analyses are to be performed immediately upon sampling: pH, sulfite, chlorine residual, dissolved oxygen, filtration for ortho phosphorus, and ferrous iron. The date and time reported reflect the time the samples were analyzed at the laboratory; and should be considered as analyzed outside the EPA holding time.

^ The following analytes are to be filtered immediately upon sampling: Hexavalent Chromium. Filtration through a 0.45 micron filter within 15 minutes of sampling is required for compliance with the Clean Water Act (CWA) for reporting of hexavalent chromium to prevent interconversion of chromium species.

* **Analysis location indicator:**
 D: Indicates analysis performed by Fairway Laboratories, Inc., 110 McCracken Run Rd., DuBois, PA 15801. PA DEP Chapter 252 certification: PA 33-00258.
 E: Indicates analysis performed by Fairway Laboratories, Inc., 1920 East 38th Street, Eric, PA 16510. NELAP certification: PA 25-05907.
 P: Indicates analysis performed by Fairway Laboratories, Inc., 89 Kristi Rd., Pennsdale, PA 17756. PA DEP Chapter 252 certification: PA 41-04684.
 W: Indicates analysis performed by Fairway Laboratories, Inc., 1980 Golden Mile Rd., Wysox, PA 18854. NELAP certification: PA 08-05622 and NY 12127.

< Represents "less than" - indicates that the result was less than the RL, or the MDL if indicated for the parameter.

MDL Method Detection Limit - is the lowest or minimum level that provides 99% confidence level that the analyte is detected. Any reported result values that are less than the RL are considered estimated values. If Radiological results are reported, the MDC - Minimum Detectable Concentration is shown in the MDL column.

RL Reporting Limit - is the lowest or minimum level at which the analyte can be quantified.

[CALC] Indicates a calculated result. Calculations use results from other analyses performed under accredited methods.

Fairway Laboratories, Inc.

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 State Certifications: MD 275, WV 364

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Keystone Water Systems

80 Lake St.

Stoneboro PA, 16153

Project Manager: Chris Greenberg

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: CLIENT

Number of Containers: 1

Reported:

09/20/21 09:13

Terms & Conditions

Services provided by Fairway Laboratories Inc. are limited to the terms and conditions stated herein, unless otherwise agreed to in a formal contract.

CHAIN OF CUSTODY Fairway Laboratories Inc. ("Fairway," "us" or "we") will initiate a chain-of-custody/request for analysis upon sample receipt unless the client includes a completed form with the received sample(s). Upon request, Fairway will provide chain-of-custody forms for use.

CONFIDENTIALITY Fairway maintains confidentiality in all of our client interactions. The client's consent will be required before releasing information about the services provided.

CONTRACTS All contracts are subject to review and approval by Fairway's legal council. Each contract must be signed by a corporate officer.

PAYMENT/BILLING Unless otherwise set forth in a signed contract or purchase order, terms of payment are "NET 30 Days." The time allowed for payment shall begin based on the invoice date. A 1.5% per month service charge may be added to all unpaid balances beyond the initial 30 days. In its sole discretion, Fairway reserves the right to request payment before services and hold sample results for payment of due balances. We will not bill a third party without prior agreement among all parties acknowledging and accepting responsibility for payment.

SAMPLE COLLECTION AND SUBMISSION Clients not requesting collection services from Fairway are responsible for proper collection, preservation, packaging, and delivery of samples to the laboratory in accordance with current law and commercial practice. Fairway shall have no responsibility for sample integrity prior to the receipt of the sample(s) and/or for any inaccuracy in test or analyses results as a result of the failure of the client or any third party to maintain the integrity of samples prior to delivery to Fairway. All samples submitted must be accompanied by a completed chain of custody or similar document clearly noting the requested analyses, dates/time sampled, client contact information, and trail of custody. Samples received at the laboratory after business hours are verified on the next business day. Discrepancies are documented on the Receiving Document.

SUBCONTRACTING Some analyses may require subcontracting to another laboratory. Unless the client indicates otherwise, this decision will be made by Fairway. Subcontracted work will be identified on the final report in accordance with NELAC requirements.

RETURN OF RESULTS Fairway routinely provides faxed or verbal results within 10 working days of receipt of sample(s) and a hard copy of the data results is routinely received via US Postal Service within 15 working days. At the request of the client, Fairway may offer expedited return of sample results. Surcharges may apply to rush requests. All rush requests must be pre-approved by Fairway. We reserve the right to charge an archive retrieval fee for results older than one (1) year from the date of the request. All records will be maintained by Fairway for 5 years, after which, they will be destroyed.

SAMPLE DISPOSAL Fairway will maintain samples for four (4) weeks after the sample receipt date. Fairway will dispose of samples which are not and/or do not contain hazardous wastes (as such term is defined by applicable federal or state law), unless prior arrangements have been made for long-term storage. Fairway reserves the right to charge a disposal fee for the proper disposal of samples found or suspected to contain hazardous waste. A return shipping charge will be invoiced for samples returned to the client at their request.

HAZARD COMMUNICATION The client has the responsibility to inform the laboratory of any hazardous characteristics known or suspected about the sample, and to provide information on hazard prevention and personal protection as necessary or otherwise required by applicable law.

WARRANTY AND LIMITATION OF LIABILITY For services rendered, Fairway warrants that it will apply its best scientific knowledge and judgment and to employ its best level of effort consistent with professional standards within the environmental testing industry in performing the analytical services requested by its clients. We disclaim any other warranties, expressed or implied by law. Fairway does not accept any legal responsibility for the purposes for which client uses the test results.

LITIGATION All costs associated with compliance to any subpoena for documents, for testimony in a court of law, or for any other purpose relating to work performed by Fairway Laboratories, Inc. shall be invoiced by Fairway and paid by client. These costs shall include, but are not limited to, hourly charges for the persons involved, travel, mileage, and accommodations and for any and all other expenses associated with said litigation.

Fairway Laboratories, Inc.

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M.J. Reider Associates, Inc.

107 Angelica St, Reading PA, 19611

610-374-5129 www.mjreider.com

Client Code: 2157

Project Manager: Paulina Laudan Webb

Client: Fairway Laboratories Inc.
Project: Generic SOC

Report To: Fairway Laboratories Inc. - Fairway Reporting - 2019 Ninth Avenue, P.O. Box 1925, Altoona, PA 16602

Invoice To: Fairway Laboratories Inc. - Accounting - 2019 Ninth Avenue, P.O. Box 1925, Altoona, PA 16602

WORK ORDER
Chain of Custody

2126798



Collected By:

(Full Name)

Comments:

2126798-01 101 Keystone Water System

PWSID: 6200018

PA DEP Sample Type: E-Entry Point

Date: 8/24/21
Time: 10:30
Loc ID: 101

Sample Comments: Resample of 2109211-01 of Carbanates EPA 531.1.

Carbanates EPA 531.1 Short List

A - Vial 40ml NaThio & MCAA buffer (pH 3)

RG 9 Doc

Relinquished By:

Date Time: 8-25-21

Received By: Chad Alvera

Date Time: 8/25/21 - 11:10

Relinquished By:

Date Time:

Received By:

Date Time:

Date Time:

Relinquished By:

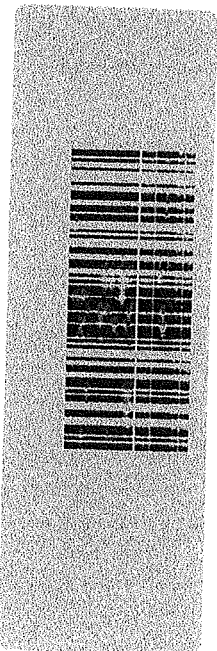
Date Time:

Received By:

Date Time:

Date Time:

The client by signing (or having the client's agent sign), agrees to MJA's Terms and Conditions and to pay for the above requested services including any additional associated fees incurred.



Sample Kit Prepared By:	Date/Time
Sample Temp (°C):	3,3
Samples on Ice?	No
Approved By:	NA
Entered By:	

Chain of Custody Receiving Document

Page 2 of 2

Receiver: PC

Date/Time of this check: 3/16/21 6:30 Client: Keystone Water System Lab # 1426005

Received on ICE? Y * Sample Temperature when delivered to the Lab: 0 °C Acceptable? Y * or In cool down process?

Custody Seals? Intact? NA

Morning Temperature Verification <6°C (if applicable): *(Not applicable for WY compliance)*

COCL labels on bottles agree? Y * Correct containers for all the analysis requested? Y * Matrix: Water

COC #	Number and Type of BOTTLES								Comments		
	Poly Non-Pres.	Poly H2SO4	Poly HNO3	Amber H2SO4	Amber Non-Pres.	Poly NaOH	VOCS (Head space?)	Other		Properly Preserved	
101							NU	<input type="checkbox"/> *	<input type="checkbox"/> *	NA	

*** DEVIATION PRESENT:**

No Ice ()

Not at Proper Temperature ()

Wrong Container ()

Missing Information: ()

CLIENT CALLED:

By Whom: _____ Date: _____

CLIENT RESPONSE:

Proceed with analysis; quality data ()

Will Resample ()

Provided Information ()

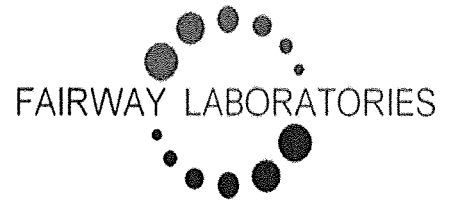
No Response; Proceed and qualified ()

Client Contact: _____ Date: _____

* Comments: no date & time provided



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 State Certifications: MD 275, WV 364

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Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: CIENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

09/12/22 17:27

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Sample Type	Date Sampled	Date Received
701	AWH6504-01	Water	Grab	08/16/22 11:46	08/24/22 14:35

Fairway Laboratories, Inc.

Reviewed and Submitted by:

Michael P. Tyler
 Laboratory Director

Fairway Labs in Altoona, PA is a NELAP (National Environmental Laboratory Accreditation Program) accredited lab, and as such, certifies that all applicable test results meet the requirements of NELAP, unless otherwise stated on the analytical report.

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NELAP: PA 07-062, VA 460212
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Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153
 Project Manager: Chris Greenberg

Project: Drinking Water Conneaut Lake Park
 Project Number: [none]
 Collector: CLIENT
 Number of Containers: 09/12/22 17:27

Client Sample ID: 701 **Date/Time Sampled: 08/16/22 11:46**

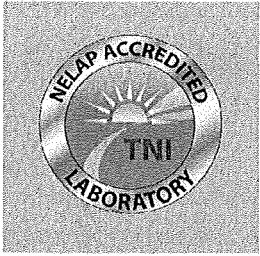
Laboratory Sample ID: AWH6504-01 (Water/Grab)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
Haloacetic Acids by EPA 552.2								
Dibromoacetic Acid	0.00394		0.00100	mg/l	08/31/22 14:55	EPA 552.2/1.0	jjf	
Dichloroacetic Acid	0.0116		0.00100	mg/l	08/31/22 14:55	EPA 552.2/1.0	jjf	
Monobromoacetic Acid	<0.00100		0.00100	mg/l	08/31/22 14:55	EPA 552.2/1.0	jjf	
Monochloroacetic Acid	<0.00200		0.00200	mg/l	08/31/22 14:55	EPA 552.2/1.0	jjf	
Trichloroacetic Acid	<0.00100		0.00100	mg/l	08/31/22 14:55	EPA 552.2/1.0	jjf	
<i>Surrogate: 2,3- Dibromopropionic acid</i>		79.6 %	70-130		08/31/22 14:55	EPA 552.2/1.0	jjf	
Total Haloacetic Acids by EPA 552.2								
Total HAA5	0.0155		0.00200	mg/l	08/31/22 14:55	[CALC]	jjf	
Total Trihalomethanes by EPA Method 524.2								
Total Trihalomethanes	9.62		0.500	ug/l	08/30/22 20:04	[CALC]	JML	
Trihalomethanes by EPA Method 524.2								
Bromodichloromethane	2.88		0.500	ug/l	08/30/22 20:04	EPA 524.2/4.1	JML	
Bromoform	1.66		0.500	ug/l	08/30/22 20:04	EPA 524.2/4.1	JML	
Chloroform	1.44		0.500	ug/l	08/30/22 20:04	EPA 524.2/4.1	JML	
Dibromochloromethane	3.64		0.500	ug/l	08/30/22 20:04	EPA 524.2/4.1	JML	
<i>Surrogate: 4-Bromofluorobenzene</i>		83.2 %	70-130		08/30/22 20:04	EPA 524.2/4.1	JML	
<i>Surrogate: 1,2-Dichlorobenzene-d4</i>		83.0 %	70-130		08/30/22 20:04	EPA 524.2/4.1	JML	

Fairway Laboratories, Inc.

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Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: CIIENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

09/12/22 17:27

Definitions:

If surrogate values are not within the indicated range, then the results are considered to be estimated.

Reporting limits are adjusted accordingly when samples are analyzed at a dilution due to the matrix.

+ MBAS, calculated as LAS, mol wt 348

If the solid sample weight for VOC analysis does not fall within the 3.5-6.5 gram range, the results are considered estimated values.

Unless otherwise noted, all results for solids are reported on a dry weight basis.

Samples collected by Fairway Laboratories' personnel are done so in accordance with Standard Operating Procedures established by Fairway Laboratories.

The following analyses are to be performed immediately upon sampling: pH, sulfite, chlorine residual, dissolved oxygen, filtration for ortho phosphorus, and ferrous iron. The date and time reported reflect the time the samples were analyzed at the laboratory; and should be considered as analyzed outside the EPA holding time.

^ The following analytes are to be filtered immediately upon sampling: Hexavalent Chromium. Filtration through a 0.45 micron filter within 15 minutes of sampling is required for compliance with the Clean Water Act (CWA) for reporting of hexavalent chromium to prevent interconversion of chromium species.

* **Analysis location indicator:**

D: Indicates analysis performed by Fairway Laboratories, Inc., 40 Hoover Ave., DuBois, PA 15801. PA DEP Chapter 252 certification: PA 33-00258.

E: Indicates analysis performed by Fairway Laboratories, Inc., 1920 East 38th Street, Erie, PA 16510. NELAP certification: PA 25-05907.

P: Indicates analysis performed by Fairway Laboratories, Inc., 89 Kristi Rd., Pennsdale, PA 17756. PA DEP Chapter 252 certification: PA 41-04684.

W: Indicates analysis performed by Fairway Laboratories, Inc., 1980 Golden Mile Rd., Wysox, PA 18854. NELAP certification: PA 08-05622 and NY 12127.

< Represents "less than" - indicates that the result was less than the RL, or the MDL if indicated for the parameter.

MDL Method Detection Limit - is the lowest or minimum level that provides 99% confidence level that the analyte is detected. Any reported result values that are less than the RL are considered estimated values. If Radiological results are reported, the MDC - Minimum Detectable Concentration is shown in the MDL column.

RL Reporting Limit - is the lowest or minimum level at which the analyte can be quantified.

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 PO Box 1925
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 (814) 946-4306



NELAP: PA 07-062, VA 460212
 State Certifications: MD 275, WV 364

www.fairwaylaboratories.com

Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: CLIENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

09/12/22 17:27

Definitions Continued:

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ND Non Detect. The noted analyte was not detected in the sample.

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EPA 8270D - : Indicates that samples collected in West Virginia are analyzed by Method SW 8270E.

EPA 8260B - : Indicates that samples collected in West Virginia are analyzed by Method SW 8260D.

EPA 8015D - : Indicates that samples collected in West Virginia are analyzed by Method SW 8015C.

EPA 1010 - : Indicates that samples collected in West Virginia are analyzed by Method SW 1010B.

EPA 6010B - : Indicates that samples collected in West Virginia are analyzed by Method SW 6010D.



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 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: CLIENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

09/12/22 17:27

Terms & Conditions

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CHAIN OF CUSTODY Fairway Laboratories Inc. ("Fairway," "us" or "we") will initiate a chain-of-custody/request for analysis upon sample receipt unless the client includes a completed form with the received sample(s). Upon request, Fairway will provide chain-of-custody forms for use.

CONFIDENTIALITY Fairway maintains confidentiality in all of our client interactions. The client's consent will be required before releasing information about the services provided.

CONTRACTS All contracts are subject to review and approval by Fairway's legal council. Each contract must be signed by a corporate officer.

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SAMPLE COLLECTION AND SUBMISSION Clients not requesting collection services from Fairway are responsible for proper collection, preservation, packaging, and delivery of samples to the laboratory in accordance with current law and commercial practice. Fairway shall have no responsibility for sample integrity prior to the receipt of the sample(s) and/or for any inaccuracy in test or analyses results as a result of the failure of the client or any third party to maintain the integrity of samples prior to delivery to Fairway. All samples submitted must be accompanied by a completed chain of custody or similar document clearly noting the requested analyses, dates/time sampled, client contact information, and trail of custody. Samples received at the laboratory after business hours are verified on the next business day. Discrepancies are documented on the Receiving Document.

SUBCONTRACTING Some analyses may require subcontracting to another laboratory. Unless the client indicates otherwise, this decision will be made by Fairway. Subcontracted work will be identified on the final report in accordance with NELAC requirements.

RETURN OF RESULTS Fairway routinely provides faxed or verbal results within 10 working days of receipt of sample(s) and a hard copy of the data results is routinely received via US Postal Service within 15 working days. At the request of the client, Fairway may offer expedited return of sample results. Surcharges may apply to rush requests. All rush requests must be pre-approved by Fairway. We reserve the right to charge an archive retrieval fee for results older than one (1) year from the date of the request. All records will be maintained by Fairway for 5 years, after which, they will be destroyed.

SAMPLE DISPOSAL Fairway will maintain samples for four (4) weeks after the sample receipt date. Fairway will dispose of samples which are not and/or do not contain hazardous wastes (as such term is defined by applicable federal or state law), unless prior arrangements have been made for long-term storage. Fairway reserves the right to charge a disposal fee for the proper disposal of samples found or suspected to contain hazardous waste. A return shipping charge will be invoiced for samples returned to the client at their request.

HAZARD COMMUNICATION The client has the responsibility to inform the laboratory of any hazardous characteristics known or suspected about the sample, and to provide information on hazard prevention and personal protection as necessary or otherwise required by applicable law.

WARRANTY AND LIMITATION OF LIABILITY For services rendered, Fairway warrants that it will apply its best scientific knowledge and judgment and to employ its best level of effort consistent with professional standards within the environmental testing industry in performing the analytical services requested by its clients. We disclaim any other warranties, expressed or implied by law. Fairway does not accept any legal responsibility for the purposes for which client uses the test results.

LITIGATION All costs associated with compliance to any subpoena for documents, for testimony in a court of law, or for any other purpose relating to work performed by Fairway Laboratories, Inc. shall be invoiced by Fairway and paid by client. These costs shall include, but are not limited to, hourly charges for the persons involved, travel, mileage, and accommodations and for any and all other expenses associated with said litigation.

Fairway Laboratories, Inc.

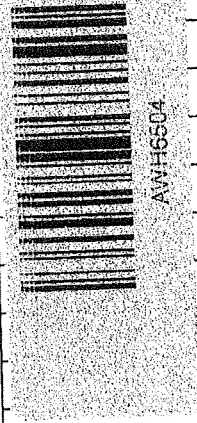
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FAIRWAY LABORATORIES, INC - DUBOIS OFFICE
 40 Hoover Avenue
 DuBois, PA 15801
 Phone: (814) 371-6030 Fax: (814) 375-0823

CHAIN OF CUSTODY RECORD

PARAMETERS



PRESERVATIVE LIST:

- 1 - NONE
- 2 - NA2S2O3
- 3 - H2SO4
- 4 - NAOH
- 5 - HNO3
- 6 - HCL
- 7 - ASCORBIC ACID

PRESERVATIVE LAB NUMBER

7.6
NH4Cl
7.6
NH4Cl

SPECIAL HANDLING
 NORMAL
 RUSH
 QA/QC
 FAX

ON ICE YES NO
 SAMPLE TEMP 2.4 °C
 FLI PROJECT NAME: Comment broken Park Drinking Water
 SITE LOCATION: CLP/701

CLIENT: Keystone Water Sports Chris G.
 CONTACT: Chris Gamba
 PHONE: (724) 375-7012
 FAX:
 ADDRESS:
 COMMENTS: PWS# 6200018
 ** SAMPLES MUST BE RECEIVED ON ICE **

SAMPLE TYPE CODE	SO - SOLID	AQ - AQUEOUS
DW - DRINKING WATER		

FIELD ID. NO.	LOCATION	DATE	TIME	GRAB or COMP	RECEIVED BY:	DATE	TIME
	701	8/24/22	1146	X	<i>Chris Gamba</i>	8/24/22	1150
	701	8/24/22	1146	X	<i>Chris Gamba</i>	8/24/22	1150

SAMPLE TYPE (SEE CODE LIST)
 NUMBER & TYPE OF CONTAINERS
 3 - 40 mL Vials
 2 - 125 mL Amber
 3 - 40 mL Vials
 2 - 125 mL Amber

DATE 8-24-22
 TIME 1130
 COC # AW16504

Lab Information ONLY:
 pH Checks done next to Analysis Requested.
 ✓ are pH is between 3-9

METHOD OF DELIVERY:
 HAND DELIVERY UPS SAMPLE RUNNER

FLI SAMPLE RECEIPT PROTOCOL



WORK ORDER: AWSH6504
CLIENT: Keystone Hotel Systems Water Systems
DATE SAMPLED: 8-16-22 DATE RECEIVED: 8-24-22 TIME RECEIVED: 1435

*8-16-22
WSB*

1. CHECK ALL THAT APPLY: PA WV MD PWS NPDES/COMPLIANCE DAIRY RUSH
2. WERE ANY OF THE SAMPLE CONTAINERS DAMAGED/LEAKING? (ARE CUSTODY SEALS BROKEN?) YES NO

IF YES, EXPLAIN: _____

3. NUMBER OF CONTAINERS RECEIVED: 5

4. WERE THE SAMPLES RECEIVED ON ICE/OTHER ACCEPTABLE REFRIGERANT? YES NO

IF NO, EXPLAIN: _____

5. RECEIVING TEMP: 2.4°C TEMP CONTROL(S) PRESENT YES NO BOTTLE(S) TEMPED: 5

6. WERE THE SAMPLES PROPERLY PRESERVED? YES NO

IF NO, EXPLAIN: _____

7. WERE THE SAMPLES COLLECTED IN THE CORRECT CONTAINERS? YES NO

IF NO, EXPLAIN: _____

8. IS THERE HEADSPACE PRESENT FOR VOLATILES/ODOR SAMPLES? YES NO N/A

9. WAS THE COC FILLED OUT PROPERLY? YES NO

IF NO, EXPLAIN: _____

10. DID THE SAMPLE LABEL(S) CONTAIN ADEQUATE INFO? (CLIENT/DATE/TIME/PRESERVATIVE) YES NO

IF NO, EXPLAIN: _____

11. WERE ANY OF THE SAMPLES RECEIVED OUTSIDE OF HOLDING TIME? YES NO

IF YES, EXPLAIN: _____

12. DO THE SAMPLES REQUIRE ANALYSES THAT HAVE A SHORT HOLDING TIME? YES NO

IF YES, WHAT ANALYSES? _____

PLEASE NOTIFY LABORATORY ANALYSTS!

13. IS SUBCONTRACTING REQUIRED? YES NO

IF YES, WHAT ANALYSES? _____

14. WAS THE CLIENT CONTACTED? IF YES, FILL OUT THE FOLLOWING:

FLI EMPLOYEE INITIALS: _____ CLIENT SPOKEN TO: _____ DATE/TIME: _____

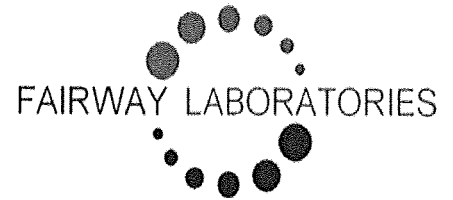
OUTCOME: _____

SIGNATURE: [Signature]

For FLI Use Only



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State Certifications: MD 275, WV 364

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Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: eliENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

09/26/23 14:14

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Sample Type	Date Sampled	Date Received
EP101 Conneaut Lake	AXI3886-01	Water	Grab	09/19/23 21:28	09/20/23 13:45

Client Sample ID: EP101 Conneaut Lake

Date/Time Sampled: 09/19/23 21:28

Laboratory Sample ID: AXI3886-01 (Water/Grab)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
---------	--------	-----	----	-------	----------------------	-------------------	-----------	------

Conventional Chemistry Parameters by SM/EPA Methods

Nitrate as N	<1.00		1.00	mg/l	09/21/23 09:11	EPA 300.0/2.1	bdw	
Nitrite as N	<0.200		0.200	mg/l	09/21/23 09:11	EPA 300.0/2.1	bdw	

Fairway Laboratories, Inc.

Reviewed and Submitted by:

Diane R Kisner

Project Manager

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80 Lake St.
Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

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Reported:

Project Manager: Chris Greenberg

Number of Containers:

09/26/23 14:14

Definitions:

If surrogate values are not within the indicated range, then the results are considered to be estimated.

Reporting limits are adjusted accordingly when samples are analyzed at a dilution due to the matrix.

+ MBAS, calculated as LAS, mol wt 348

If the solid sample weight for VOC analysis does not fall within the 3.5-6.5 gram range, the results are considered estimated values.

Unless otherwise noted, all results for solids are reported on a dry weight basis.

Samples collected by Fairway Laboratories' personnel are done so in accordance with Standard Operating Procedures established by Fairway Laboratories.

The following analyses are to be performed immediately upon sampling: pH, sulfite, chlorine residual, dissolved oxygen, filtration for ortho phosphorus, and ferrous iron. The date and time reported reflect the time the samples were analyzed at the laboratory; and should be considered as analyzed outside the EPA holding time.

^ The following analytes are to be filtered immediately upon sampling: Hexavalent Chromium. Filtration through a 0.45 micron filter within 15 minutes of sampling is required for compliance with the Clean Water Act (CWA) for reporting of hexavalent chromium to prevent interconversion of chromium species.

* **Analysis location indicator:**

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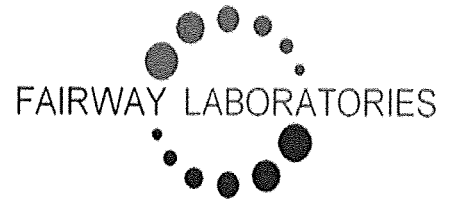
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80 Lake St.
Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

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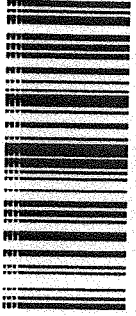
WARRANTY AND LIMITATION OF LIABILITY For services rendered, Fairway warrants that it will apply its best scientific knowledge and judgment and to employ its best level of effort consistent with professional standards within the environmental testing industry in performing the analytical services requested by its clients. We disclaim any other warranties, expressed or implied by law. Fairway does not accept any legal responsibility for the purposes for which client uses the test results.

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AXI3886

FAIRWAY LABORATORIES

40 Hoover Ave. Dubois, PA 15801

p: (814) 371-6030 f: (814) 375-0823

WWW.FAIRWAYLABORATORIES.COM



CLIENT Keystone Water Systems 80 Lake St. Stoneboro, PA 16153 Drinking Water Conneaut Lake Park Chris Greenberg (724) 376-7013 greenc3458@yahoo.com		PWS ID 6200018 <input checked="" type="checkbox"/> CHECK IF PADEP REPORTABLE <input type="checkbox"/> CHECK TO INCLUDE FIELD RESULTS ON FINAL REPORT		ANALYSES REQUESTED INCLUDE ONE CONTAINER TYPE PER ROW Nitrate, Nitrite		COOLER ID CONTAINER TYPE / PRESERVATIVE NUMBER OF BOTTLES 1 500mL Poly NP		COMPLETE UPON LAB RECEIPT COC ID# AXI 3886 PAGE ___ OF ___ ON ICE <input checked="" type="radio"/> Y <input type="radio"/> N TEMP GUN ID #7 FOR WY SAMPLES, EACH BOTTLE MUST HAVE TEMP RECORDED AT TIME OF RECEIPT TEMP °C 1.8 Indicate pH value <2 NP 01	
TURN AROUND TIME <input type="checkbox"/> NORMAL <input type="checkbox"/> RUSH DATE REQUIRED / /		SAMPLER INITIALS jm		ALL SHADED AREAS MUST BE COMPLETED BY THE CLIENT/SAMPLER COMPOSITE START DATE TIME 09/19 2:28 COMPOSITE END OR GRAB DATE TIME		RECEIVED BY DATE TIME Buena Doop 9/20/23 1145 RECEIVED BY DATE TIME Buena Doop 9/20/23 1345 RECEIVED BY DATE TIME		ADDITIONAL NOTES: ANNUAL NO3 NO2	
SAMPLE DESCRIPTION/LOCATION EP101		MATRIX DW		COMPOSITE START DATE TIME NA 09/19 2:28		RECEIVED BY DATE TIME		ADDITIONAL NOTES:	
RELINQUISHED BY WMM		DATE 09/19		TIME 2:20		RECEIVED BY Buena Doop		DATE 9/20/23	
RELINQUISHED BY		DATE		TIME		RECEIVED BY		DATE	
RELINQUISHED BY		DATE		TIME		RECEIVED BY		DATE	

FLI SAMPLE RECEIPT PROTOCOL

WORK ORDER: AXI 3886

CLIENT: Keystone Conneaut Lake

DATE SAMPLED:

DATE RECEIVED:

TIME RECEIVED:

9/19/23

9/20/23

1345



- 1. CHECK ALL THAT APPLY: PA WV MD PWS NPDES/COMPLIANCE DAIRY RUSH
- 2. WERE ANY OF THE SAMPLE CONTAINERS DAMAGED/LEAKING? (ARE CUSTODY SEALS BROKEN?) YES NO

IF YES, EXPLAIN: _____

3. NUMBER OF CONTAINERS RECEIVED: 1

4. WERE THE SAMPLES RECEIVED ON ICE/OTHER ACCEPTABLE REFRIGERANT? YES NO

IF NO, EXPLAIN: _____

5. RECEIVING TEMP: 1.8 °C TEMP CONTROL(S) PRESENT YES NO BOTTLE(S) TEMPED: 1

6. WERE THE SAMPLES PROPERLY PRESERVED? YES NO

IF NO, EXPLAIN: _____

7. WERE THE SAMPLES COLLECTED IN THE CORRECT CONTAINERS? YES NO

IF NO, EXPLAIN: _____

8. IS THERE HEADSPACE PRESENT FOR VOLATILES/ODOR SAMPLES? YES NO N/A

9. WAS THE COC FILLED OUT PROPERLY? YES NO

IF NO, EXPLAIN: _____

10. DID THE SAMPLE LABEL(S) CONTAIN ADEQUATE INFO? (CLIENT/DATE/TIME/PRESERVATIVE) YES NO

IF NO, EXPLAIN: _____

11. WERE ANY OF THE SAMPLES RECEIVED OUTSIDE OF HOLDING TIME? YES NO

IF YES, EXPLAIN: _____

12. DO THE SAMPLES REQUIRE ANALYSES THAT HAVE A SHORT HOLDING TIME? YES NO

IF YES, WHAT ANALYSES? NO₂ / NO₃ PLEASE NOTIFY LABORATORY ANALYSTS!

13. IS SUBCONTRACTING REQUIRED? YES NO

IF YES, WHAT ANALYSES? _____

14. WAS THE CLIENT CONTACTED? IF YES, FILL OUT THE FOLLOWING:

FLI EMPLOYEE INITIALS: _____ CLIENT SPOKEN TO: _____ DATE/TIME: _____

OUTCOME: _____

SIGNATURE: Briana Dudge



2019 Ninth Avenue
 PO Box 1925
 Altoona, PA 16603
 (814) 946-4306



NELAP: PA 07-062, VA 460212
 State Certifications: MD 275, WV 364

www.fairwaylaboratories.com

Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: Client

Reported:

Project Manager: Chris Greenberg

Number of Containers:

09/30/22 14:42

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Sample Type	Date Sampled	Date Received
Conneaut Lake Park - EP 101	AWI3122-01	Water	Grab	09/13/22 22:00	09/14/22 15:40

Client Sample ID: Conneaut Lake Park - EP 101

Date/Time Sampled: 09/13/22 22:00

Laboratory Sample ID: AWI3122-01 (Water/Grab)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
---------	--------	-----	----	-------	----------------------	-------------------	-----------	------

Conventional Chemistry Parameters by SM/EPA Methods

Nitrate as N	<1.00		1.00	mg/l	09/15/22 03:16	EPA 300.0/2.1	bdw	
Nitrite as N	<0.200		0.200	mg/l	09/15/22 03:16	EPA 300.0/2.1	bdw	

Fairway Laboratories, Inc.

Reviewed and Submitted by:

Michael P. Tyler
 Laboratory Director

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Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: Client

Reported:

Project Manager: Chris Greenberg

Number of Containers:

09/30/22 14:42

Definitions:

If surrogate values are not within the indicated range, then the results are considered to be estimated.

Reporting limits are adjusted accordingly when samples are analyzed at a dilution due to the matrix.

+ MBAS, calculated as LAS, mol wt 348

If the solid sample weight for VOC analysis does not fall within the 3.5-6.5 gram range, the results are considered estimated values.

Unless otherwise noted, all results for solids are reported on a dry weight basis.

Samples collected by Fairway Laboratories' personnel are done so in accordance with Standard Operating Procedures established by Fairway Laboratories.

The following analyses are to be performed immediately upon sampling: pH, sulfite, chlorine residual, dissolved oxygen, filtration for ortho phosphorus, and ferrous iron. The date and time reported reflect the time the samples were analyzed at the laboratory; and should be considered as analyzed outside the EPA holding time.

^ The following analytes are to be filtered immediately upon sampling: Hexavalent Chromium. Filtration through a 0.45 micron filter within 15 minutes of sampling is required for compliance with the Clean Water Act (CWA) for reporting of hexavalent chromium to prevent interconversion of chromium species.

* **Analysis location indicator:**

D: Indicates analysis performed by Fairway Laboratories, Inc., 40 Hoover Ave., DuBois, PA 15801. PA DEP Chapter 252 certification: PA 33-00258.

E: Indicates analysis performed by Fairway Laboratories, Inc., 1920 East 38th Street, Erie, PA 16510. NELAP certification: PA 25-05907.

P: Indicates analysis performed by Fairway Laboratories, Inc., 89 Kristi Rd., Pennsdale, PA 17756. PA DEP Chapter 252 certification: PA 41-04684.

W: Indicates analysis performed by Fairway Laboratories, Inc., 1980 Golden Mile Rd., Wysox, PA 18854. NELAP certification: PA 08-05622 and NY 12127.

< Represents "less than" - indicates that the result was less than the RL, or the MDL if indicated for the parameter.

MDL Method Detection Limit - is the lowest or minimum level that provides 99% confidence level that the analyte is detected. Any reported result values that are less than the RL are considered estimated values. If Radiological results are reported, the MDC - Minimum Detectable Concentration is shown in the MDL column.

RL Reporting Limit - is the lowest or minimum level at which the analyte can be quantified.

Fairway Laboratories, Inc.

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NELAP: PA 07-062, VA 460212
 State Certifications: MD 275, WV 364

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Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: Client

Reported:

Project Manager: Chris Greenberg

Number of Containers:

09/30/22 14:42

Definitions Continued:

- [CALC] Indicates a calculated result. Calculations use results from other analyses performed under accredited methods.
- ND Non Detect. The noted analyte was not detected in the sample.

(-) Method Revision Indicator - West Virginia Samples

- EPA 8270D - : Indicates that samples collected in West Virginia are analyzed by Method SW 8270E.
- EPA 8260B - : Indicates that samples collected in West Virginia are analyzed by Method SW 8260D.
- EPA 8015D - : Indicates that samples collected in West Virginia are analyzed by Method SW 8015C.
- EPA 1010 - : Indicates that samples collected in West Virginia are analyzed by Method SW 1010B.
- EPA 6010B - : Indicates that samples collected in West Virginia are analyzed by Method SW 6010D.



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Reported:

Project Manager: Chris Greenberg

Number of Containers:

09/30/22 14:42

Terms & Conditions

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CHAIN OF CUSTODY Fairway Laboratories Inc. ("Fairway," "us" or "we") will initiate a chain-of-custody/request for analysis upon sample receipt unless the client includes a completed form with the received sample(s). Upon request, Fairway will provide chain-of-custody forms for use.

CONFIDENTIALITY Fairway maintains confidentiality in all of our client interactions. The client's consent will be required before releasing information about the services provided.

CONTRACTS All contracts are subject to review and approval by Fairway's legal council. Each contract must be signed by a corporate officer.

PAYMENT/BILLING Unless otherwise set forth in a signed contract or purchase order, terms of payment are "NET 30 Days." The time allowed for payment shall begin based on the invoice date. A 1.5% per month service charge may be added to all unpaid balances beyond the initial 30 days. In its sole discretion, Fairway reserves the right to request payment before services and hold sample results for payment of due balances. We will not bill a third party without prior agreement among all parties acknowledging and accepting responsibility for payment.

SAMPLE COLLECTION AND SUBMISSION Clients not requesting collection services from Fairway are responsible for proper collection, preservation, packaging, and delivery of samples to the laboratory in accordance with current law and commercial practice. Fairway shall have no responsibility for sample integrity prior to the receipt of the sample(s) and/or for any inaccuracy in test or analyses results as a result of the failure of the client or any third party to maintain the integrity of samples prior to delivery to Fairway. All samples submitted must be accompanied by a completed chain of custody or similar document clearly noting the requested analyses, dates/time sampled, client contact information, and trail of custody. Samples received at the laboratory after business hours are verified on the next business day. Discrepancies are documented on the Receiving Document.

SUBCONTRACTING Some analyses may require subcontracting to another laboratory. Unless the client indicates otherwise, this decision will be made by Fairway. Subcontracted work will be identified on the final report in accordance with NELAC requirements.

RETURN OF RESULTS Fairway routinely provides faxed or verbal results within 10 working days of receipt of sample(s) and a hard copy of the data results is routinely received via US Postal Service within 15 working days. At the request of the client, Fairway may offer expedited return of sample results. Surcharges may apply to rush requests. All rush requests must be pre-approved by Fairway. We reserve the right to charge an archive retrieval fee for results older than one (1) year from the date of the request. All records will be maintained by Fairway for 5 years, after which, they will be destroyed.

SAMPLE DISPOSAL Fairway will maintain samples for four (4) weeks after the sample receipt date. Fairway will dispose of samples which are not and/or do not contain hazardous wastes (as such term is defined by applicable federal or state law), unless prior arrangements have been made for long-term storage. Fairway reserves the right to charge a disposal fee for the proper disposal of samples found or suspected to contain hazardous waste. A return shipping charge will be invoiced for samples returned to the client at their request.

HAZARD COMMUNICATION The client has the responsibility to inform the laboratory of any hazardous characteristics known or suspected about the sample, and to provide information on hazard prevention and personal protection as necessary or otherwise required by applicable law.

WARRANTY AND LIMITATION OF LIABILITY For services rendered, Fairway warrants that it will apply its best scientific knowledge and judgment and to employ its best level of effort consistent with professional standards within the environmental testing industry in performing the analytical services requested by its clients. We disclaim any other warranties, expressed or implied by law. Fairway does not accept any legal responsibility for the purposes for which client uses the test results.

LITIGATION All costs associated with compliance to any subpoena for documents, for testimony in a court of law, or for any other purpose relating to work performed by Fairway Laboratories, Inc. shall be invoiced by Fairway and paid by client. These costs shall include, but are not limited to, hourly charges for the persons involved, travel, mileage, and accommodations and for any and all other expenses associated with said litigation.

Fairway Laboratories, Inc.

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40 Hoover Ave. Dubois, PA 15801

p: (814) 371-6030 f: (814) 375-0823

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AWI3122

CLIENT Keystone Water Systems 80 Lake St. Stoneboro, PA 16153		PWS ID 6200018 <input checked="" type="checkbox"/> CHECK IF PADEP REPORTABLE <input type="checkbox"/> CHECK TO INCLUDE FIELD RESULTS ON FINAL REPORT		COOLER ID CONTAINER TYPE / PRESERVATIVE NUMBER OF BOTTLES		COMPLETE UPON LAB RECEIPT COC ID# AWI3122 PAGE ___ OF ___ ON ICE <input checked="" type="checkbox"/> N TEMP GUN ID Cowboy FOR WV SAMPLES, EACH BOTTLE MUST HAVE TEMP RECORDED AT TIME OF RECEIPT TEMP °C Indicate pH value	
PROJECT Drinking Water CONTACT Chris Greenberg PHONE (724) 376-7013 EMAIL greenc3458@yahoo.com		ALL SHADED AREAS MUST BE COMPLETED BY THE CLIENT/SAMPLER COMPOSITE START DATE TIME NA 9:52 2000 COMPOSITE END OR GRAB DATE TIME X 1305		ANALYSES REQUESTED INCLUDE ONE CONTAINER TYPE PER ROW		COC ID# FRACTION TEMP <2 NP 01 TEMP <2 NP TEMP <2 NP TEMP <2 NP TEMP <2 NP TEMP <2 NP TEMP <2 NP TEMP <2 NP TEMP <2 NP	
TURN AROUND TIME <input type="checkbox"/> NORMAL <input type="checkbox"/> RUSH DATE REQUIRED		SAMPLER INITIALS X MM		NITRATE, NITRITE DATE RECEIVED BY 9-14-22 1305 DATE RECEIVED BY 9-14-22 1540		ADDITIONAL NOTES: ANNUAL NO3 NO2	
SAMPLE DESCRIPTION/LOCATION EPI01		MATRIX DW		DATE 09/17/2020		DATE 9-14-22	
RELINQUISHED BY MATHMAN		DATE 09/17/2020		RECEIVED BY [Signature]		DATE 9-14-22	
RELINQUISHED BY [Signature]		DATE 09/17/2020		RECEIVED BY [Signature]		DATE 9-14-22	
RELINQUISHED BY [Signature]		DATE 09/17/2020		RECEIVED BY [Signature]		DATE 9-14-22	

FLI SAMPLE RECEIPT PROTOCOL

WORK ORDER: AW1 3122
CLIENT: Keystone
DATE SAMPLED: 9-13-22 DATE RECEIVED: 9-14-22 TIME RECEIVED: 1540



- 1. CHECK ALL THAT APPLY: PA WV MD PWS NPDES/COMPLIANCE DAIRY RUSH
- 2. WERE ANY OF THE SAMPLE CONTAINERS DAMAGED/LEAKING? (ARE CUSTODY SEALS BROKEN?) YES NO

IF YES, EXPLAIN: _____

3. NUMBER OF CONTAINERS RECEIVED: 1

4. WERE THE SAMPLES RECEIVED ON ICE/OTHER ACCEPTABLE REFRIGERANT? YES NO

IF NO, EXPLAIN: _____

5. RECEIVING TEMP: 1.1 °C TEMP CONTROL(S) PRESENT YES NO BOTTLE(S) TEMPED: 1

6. WERE THE SAMPLES PROPERLY PRESERVED? YES NO

IF NO, EXPLAIN: _____

7. WERE THE SAMPLES COLLECTED IN THE CORRECT CONTAINERS? YES NO

IF NO, EXPLAIN: _____

8. IS THERE HEADSPACE PRESENT FOR VOLATILES/ODOR SAMPLES? YES NO N/A

9. WAS THE COC FILLED OUT PROPERLY? YES NO

IF NO, EXPLAIN: _____

10. DID THE SAMPLE LABEL(S) CONTAIN ADEQUATE INFO? (CLIENT/DATE/TIME/PRESERVATIVE) YES NO

IF NO, EXPLAIN: _____

11. WERE ANY OF THE SAMPLES RECEIVED OUTSIDE OF HOLDING TIME? YES NO

IF YES, EXPLAIN: _____

12. DO THE SAMPLES REQUIRE ANALYSES THAT HAVE A SHORT HOLDING TIME? YES NO

IF YES, WHAT ANALYSES? Nitrate, Nitrite PLEASE NOTIFY LABORATORY ANALYSTS!

13. IS SUBCONTRACTING REQUIRED? YES NO

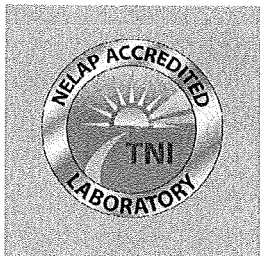
IF YES, WHAT ANALYSES? _____

14. WAS THE CLIENT CONTACTED? IF YES, FILL OUT THE FOLLOWING:

FLI EMPLOYEE INITIALS: _____ CLIENT SPOKEN TO: _____ DATE/TIME: _____

OUTCOME: _____

SIGNATURE: [Signature]



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Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: Client

Reported:

Project Manager: Chris Greenberg

Number of Containers:

01/30/23 17:29

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Sample Type	Date Sampled	Date Received
Conneaut Lake EP101	AWL5584-01	Water	Grab	12/28/22 09:10	12/28/22 14:50

Client Sample ID: Conneaut Lake EP101

Date/Time Sampled: 12/28/22 09:10

Laboratory Sample ID: AWL5584-01 (Water/Grab)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
Subcontracted ASTM D5174-97								
Total Uranium	0.275 ± 0.007	0.323		ug/L	01/10/23 17:05	ASTM D5174-97	sub	C1, C6
Subcontracted EPA 904.0								
Radium-228	0.626 ± 0.351	0.661		pCi/L	01/09/23 16:03	EPA 904.0	sub	C1, C8
Subcontracted PA 903.1								
Radium-226	0.540 ± 0.400	0.209		pCi/L	01/09/23 13:27	EPA 903.1	sub	C1, C7

Fairway Laboratories, Inc.

Reviewed and Submitted by:

Michael P. Tyler
 Laboratory Director

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80 Lake St.
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Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: Client

Reported:

Project Manager: Chris Greenberg

Number of Containers:

01/30/23 17:29

Notes

- C1 This Sample was subcontracted to Laboratory ID# 65-00282
- C6 C:NA T:NA
- C7 C:NA T:98%
- C8 C:74% T:86%



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Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: Client

Reported:

Project Manager: Chris Greenberg

Number of Containers:

01/30/23 17:29

Definitions:

If surrogate values are not within the indicated range, then the results are considered to be estimated.

Reporting limits are adjusted accordingly when samples are analyzed at a dilution due to the matrix.

+ MBAS, calculated as LAS, mol wt 348

If the solid sample weight for VOC analysis does not fall within the 3.5-6.5 gram range, the results are considered estimated values.

Unless otherwise noted, all results for solids are reported on a dry weight basis.

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W: Indicates analysis performed by Fairway Laboratories, Inc., 1851 Golden Mile Rd., Wysox, PA 18854. NELAP certification: PA 08-05622 and NY 12127.

< Represents "less than" - indicates that the result was less than the RL, or the MDL if indicated for the parameter.

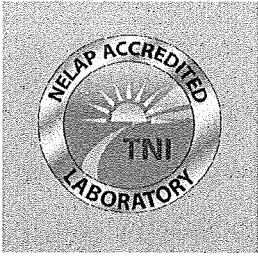
MDL Method Detection Limit - is the lowest or minimum level that provides 99% confidence level that the analyte is detected. Any reported result values that are less than the RL are considered estimated values. If Radiological results are reported, the MDC - Minimum Detectable Concentration is shown in the MDL column.

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Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: Client

Reported:

Project Manager: Chris Greenberg

Number of Containers:

01/30/23 17:29

Definitions Continued:

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80 Lake St.
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Project: Drinking Water Conneaut Lake Park

Project Number: [none]

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Reported:

Project Manager: Chris Greenberg

Number of Containers:

01/30/23 17:29

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WARRANTY AND LIMITATION OF LIABILITY For services rendered, Fairway warrants that it will apply its best scientific knowledge and judgment and to employ its best level of effort consistent with professional standards within the environmental testing industry in performing the analytical services requested by its clients. We disclaim any other warranties, expressed or implied by law. Fairway does not accept any legal responsibility for the purposes for which client uses the test results.

LITIGATION All costs associated with compliance to any subpoena for documents, for testimony in a court of law, or for any other purpose relating to work performed by Fairway Laboratories, Inc. shall be invoiced by Fairway and paid by client. These costs shall include, but are not limited to, hourly charges for the persons involved, travel, mileage, and accommodations and for any and all other expenses associated with said litigation.

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AWL5584

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40 Hoover Ave. Dubois, PA 15801

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CLIENT Keystone Water Systems		PWS ID 6200018	COOLER ID		COMPLETE UPON LAB RECEIPT COC ID# AWL5584	
ADDRESS 80 Lake St. Stoneboro, PA 16153		<input checked="" type="checkbox"/> CHECK IF PADEP REPORTABLE	CONTAINER TYPE / PRESERVATIVE		PAGE ____ OF ____	
PROJECT Drinking Water Conneaut Lake Park		<input type="checkbox"/> CHECK TO INCLUDE FIELD RESULTS ON FINAL REPORT	NUMBER OF BOTTLES		ON ICE <input checked="" type="radio"/> Y <input type="radio"/> N	
CONTACT Chris Greenberg		ALL SHADED AREAS MUST BE COMPLETED BY THE CLIENT/SAMPLER	Radium-226, Radium-228		TEMP GUN ID 41	
PHONE (724) 376-7013		SAMPLER INITIALS CG	Combined Uranium		FOR WV SAMPLES, EACH BOTTLE MUST HAVE TEMP RECORDED AT TIME OF RECEIPT	
EMAIL greenc3458@yahoo.com		TURN AROUND TIME <input type="checkbox"/> NORMAL <input type="checkbox"/> RUSH DATE REQUIRED / /	X X		TEMP °C 2.8	
SAMPLE DESCRIPTION/LOCATION EP101		COMPOSITE START DATE TIME	X X		Indicate pH value	
MATRIX DW		COMPOSITE END OR GRAB DATE TIME	X X		COC ID # FRACTION 01	
RELINQUISHED BY <i>[Signature]</i>		RECEIVED BY <i>[Signature]</i>	RECEIVED BY DATE TIME			
RELINQUISHED BY		RECEIVED BY <i>[Signature]</i>	RECEIVED BY DATE TIME			
RELINQUISHED BY		RECEIVED BY <i>[Signature]</i>	RECEIVED BY DATE TIME			
ADDITIONAL NOTES: 9 YEAR RADS						

FLI SAMPLE RECEIPT PROTOCOL

WORK ORDER: AWL5584
CLIENT: Keystone-Connaut
DATE SAMPLED: 12/28/22 DATE RECEIVED: 12/28/22 TIME RECEIVED: 1450



- 1. CHECK ALL THAT APPLY: PA WV MD PWS NPDES/COMPLIANCE DAIRY RUSH
- 2. WERE ANY OF THE SAMPLE CONTAINERS DAMAGED/LEAKING? (ARE CUSTODY SEALS BROKEN?) YES NO

IF YES, EXPLAIN: _____

3. NUMBER OF CONTAINERS RECEIVED: 3

- 4. WERE THE SAMPLES RECEIVED ON ICE/OTHER ACCEPTABLE REFRIGERANT? YES NO

IF NO, EXPLAIN: _____

5. RECEIVING TEMP: 2.8 °C TEMP CONTROL(S) PRESENT YES NO BOTTLE(S) TEMPED: 3

- 6. WERE THE SAMPLES PROPERLY PRESERVED? YES NO

IF NO, EXPLAIN: _____

- 7. WERE THE SAMPLES COLLECTED IN THE CORRECT CONTAINERS? YES NO

IF NO, EXPLAIN: _____

- 8. IS THERE HEADSPACE PRESENT FOR VOLATILES/ODOR SAMPLES? YES NO N/A

- 9. WAS THE COC FILLED OUT PROPERLY? YES NO

IF NO, EXPLAIN: _____

- 10. DID THE SAMPLE LABEL(S) CONTAIN ADEQUATE INFO? (CLIENT/DATE/TIME/PRESERVATIVE) YES NO

IF NO, EXPLAIN: _____

- 11. WERE ANY OF THE SAMPLES RECEIVED OUTSIDE OF HOLDING TIME? YES NO

IF YES, EXPLAIN: _____

- 12. DO THE SAMPLES REQUIRE ANALYSES THAT HAVE A SHORT HOLDING TIME? YES NO

IF YES, WHAT ANALYSES? _____ PLEASE NOTIFY LABORATORY ANALYSTS!

- 13. IS SUBCONTRACTING REQUIRED? YES NO 1/3/23 wsb

IF YES, WHAT ANALYSES? Combined uranium, Radium 226, Radium 228

- 14. WAS THE CLIENT CONTACTED? IF YES, FILL OUT THE FOLLOWING:

FLI EMPLOYEE INITIALS: _____ CLIENT SPOKEN TO: _____ DATE/TIME: _____

OUTCOME: _____

SIGNATURE: [Signature]



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 (814) 946-4306



NELAP: PA 07-062, VA 460212
 State Certifications: MD 275, WV 364

www.fairwaylaboratories.com

Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: CLIENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

01/30/23 17:31

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Sample Type	Date Sampled	Date Received
EP101	AWL5386-01	Water	Grab	12/28/22 09:07	12/28/22 14:50
EP101	AWL5386-02	Water	Grab	12/28/22 09:10	12/28/22 14:50
D701	AWL5386-03	Water	Grab	12/28/22 09:18	12/28/22 14:50

Client Sample ID: EP101

Date/Time Sampled: 12/28/22 09:10

Laboratory Sample ID: AWL5386-02 (Water/Grab)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
---------	--------	-----	----	-------	----------------------	-------------------	-----------	------

Subcontracted Total Metals

Arsenic	0.004		0.001	mg/l	12/31/22 05:12	EPA 200.8 Rev 5.4	sub	C1
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Fairway Laboratories, Inc.

Reviewed and Submitted by:

Michael P. Tyler
 Laboratory Director

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2019 Ninth Avenue
PO Box 1925
Altoona, PA 16603
(814) 946-4306



NELAP: PA 07-062, VA 460212
State Certifications: MD 275, WV 364

www.fairwaylaboratories.com

Keystone Water Systems
80 Lake St.
Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: CLIENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

01/30/23 17:31

Notes

C1 This Sample was subcontracted to Laboratory ID# 06-00003



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Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: CLIENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

01/30/23 17:31

Definitions:

If surrogate values are not within the indicated range, then the results are considered to be estimated.

Reporting limits are adjusted accordingly when samples are analyzed at a dilution due to the matrix.

+ MBAS, calculated as LAS, mol wt 348

If the solid sample weight for VOC analysis does not fall within the 3.5-6.5 gram range, the results are considered estimated values.

Unless otherwise noted, all results for solids are reported on a dry weight basis.

Samples collected by Fairway Laboratories' personnel are done so in accordance with Standard Operating Procedures established by Fairway Laboratories.

The following analyses are to be performed immediately upon sampling: pH, sulfite, chlorine residual, dissolved oxygen, filtration for ortho phosphorus, and ferrous iron. The date and time reported reflect the time the samples were analyzed at the laboratory; and should be considered as analyzed outside the EPA holding time.

^ The following analytes are to be filtered immediately upon sampling: Hexavalent Chromium. Filtration through a 0.45 micron filter within 15 minutes of sampling is required for compliance with the Clean Water Act (CWA) for reporting of hexavalent chromium to prevent interconversion of chromium species.

* **Analysis location indicator:**

D: Indicates analysis performed by Fairway Laboratories, Inc., 40 Hoover Ave., DuBois, PA 15801. PA DEP Chapter 252 certification: PA 33-00258.

E: Indicates analysis performed by Fairway Laboratories, Inc., 1920 East 38th Street, Erie, PA 16510. NELAP certification: PA 25-05907.

P: Indicates analysis performed by Fairway Laboratories, Inc., 89 Kristi Rd., Pennsdale, PA 17756. PA DEP Chapter 252 certification: PA 41-04684.

W: Indicates analysis performed by Fairway Laboratories, Inc., 1851 Golden Mile Rd., Wysox, PA 18854. NELAP certification: PA 08-05622 and NY 12127.

< Represents "less than" - indicates that the result was less than the RL, or the MDL if indicated for the parameter.

MDL Method Detection Limit - is the lowest or minimum level that provides 99% confidence level that the analyte is detected. Any reported result values that are less than the RL are considered estimated values. If Radiological results are reported, the MDC - Minimum Detectable Concentration is shown in the MDL column.

RL Reporting Limit - is the lowest or minimum level at which the analyte can be quantified.

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Keystone Water Systems
80 Lake St.
Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: CLIENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

01/30/23 17:31

Definitions Continued:

[CALC] Indicates a calculated result. Calculations use results from other analyses performed under accredited methods.

ND Non Detect. The noted analyte was not detected in the sample.

(-) Method Revision Indicator - West Virginia Samples

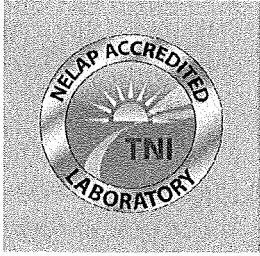
EPA 8270D - : Indicates that samples collected in West Virginia are analyzed by Method SW 8270E.

EPA 8260B - : Indicates that samples collected in West Virginia are analyzed by Method SW 8260D.

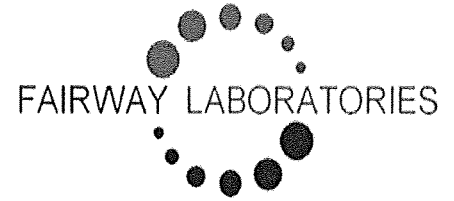
EPA 8015D - : Indicates that samples collected in West Virginia are analyzed by Method SW 8015C.

EPA 1010 - : Indicates that samples collected in West Virginia are analyzed by Method SW 1010B.

EPA 6010B - : Indicates that samples collected in West Virginia are analyzed by Method SW 6010D.



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Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [nonc]

Collector: CLIENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

01/30/23 17:31

Terms & Conditions

Services provided by Fairway Laboratories Inc. are limited to the terms and conditions stated herein, unless otherwise agreed to in a formal contract.

CHAIN OF CUSTODY Fairway Laboratories Inc. ("Fairway," "us" or "we") will initiate a chain-of-custody/request for analysis upon sample receipt unless the client includes a completed form with the received sample(s). Upon request, Fairway will provide chain-of-custody forms for use.

CONFIDENTIALITY Fairway maintains confidentiality in all of our client interactions. The client's consent will be required before releasing information about the services provided.

CONTRACTS All contracts are subject to review and approval by Fairway's legal council. Each contract must be signed by a corporate officer.

PAYMENT/BILLING Unless otherwise set forth in a signed contract or purchase order, terms of payment are "NET 30 Days." The time allowed for payment shall begin based on the invoice date. A 1.5% per month service charge may be added to all unpaid balances beyond the initial 30 days. In its sole discretion, Fairway reserves the right to request payment before services and hold sample results for payment of due balances. We will not bill a third party without prior agreement among all parties acknowledging and accepting responsibility for payment.

SAMPLE COLLECTION AND SUBMISSION Clients not requesting collection services from Fairway are responsible for proper collection, preservation, packaging, and delivery of samples to the laboratory in accordance with current law and commercial practice. Fairway shall have no responsibility for sample integrity prior to the receipt of the sample(s) and/or for any inaccuracy in test or analyses results as a result of the failure of the client or any third party to maintain the integrity of samples prior to delivery to Fairway. All samples submitted must be accompanied by a completed chain of custody or similar document clearly noting the requested analyses, dates/time sampled, client contact information, and trail of custody. Samples received at the laboratory after business hours are verified on the next business day. Discrepancies are documented on the Receiving Document.

SUBCONTRACTING Some analyses may require subcontracting to another laboratory. Unless the client indicates otherwise, this decision will be made by Fairway. Subcontracted work will be identified on the final report in accordance with NELAC requirements.

RETURN OF RESULTS Fairway routinely provides faxed or verbal results within 10 working days of receipt of sample(s) and a hard copy of the data results is routinely received via US Postal Service within 15 working days. At the request of the client, Fairway may offer expedited return of sample results. Surcharges may apply to rush requests. All rush requests must be pre-approved by Fairway. We reserve the right to charge an archive retrieval fee for results older than one (1) year from the date of the request. All records will be maintained by Fairway for 5 years, after which, they will be destroyed.

SAMPLE DISPOSAL Fairway will maintain samples for four (4) weeks after the sample receipt date. Fairway will dispose of samples which are not and/or do not contain hazardous wastes (as such term is defined by applicable federal or state law), unless prior arrangements have been made for long-term storage. Fairway reserves the right to charge a disposal fee for the proper disposal of samples found or suspected to contain hazardous waste. A return shipping charge will be invoiced for samples returned to the client at their request.

HAZARD COMMUNICATION The client has the responsibility to inform the laboratory of any hazardous characteristics known or suspected about the sample, and to provide information on hazard prevention and personal protection as necessary or otherwise required by applicable law.

WARRANTY AND LIMITATION OF LIABILITY For services rendered, Fairway warrants that it will apply its best scientific knowledge and judgment and to employ its best level of effort consistent with professional standards within the environmental testing industry in performing the analytical services requested by its clients. We disclaim any other warranties, expressed or implied by law. Fairway does not accept any legal responsibility for the purposes for which client uses the test results.

LITIGATION All costs associated with compliance to any subpoena for documents, for testimony in a court of law, or for any other purpose relating to work performed by Fairway Laboratories, Inc. shall be invoiced by Fairway and paid by client. These costs shall include, but are not limited to, hourly charges for the persons involved, travel, mileage, and accommodations and for any and all other expenses associated with said litigation.

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FLI SAMPLE RECEIPT PROTOCOL

WORK ORDER: AWL5386
CLIENT: Keystone-Conneaut
DATE SAMPLED: 12/28/22 DATE RECEIVED: 12/28/22 TIME RECEIVED: 1450



- 1. CHECK ALL THAT APPLY: PA WV MD PWS NPDES/COMPLIANCE DAIRY RUSH
- 2. WERE ANY OF THE SAMPLE CONTAINERS DAMAGED/LEAKING? (ARE CUSTODY SEALS BROKEN?) YES NO

IF YES, EXPLAIN: _____

3. NUMBER OF CONTAINERS RECEIVED: 3

4. WERE THE SAMPLES RECEIVED ON ICE/OTHER ACCEPTABLE REFRIGERANT? YES NO

IF NO, EXPLAIN: _____

5. RECEIVING TEMP: 2.8 °C TEMP CONTROL(S) PRESENT YES NO BOTTLE(S) TEMPED: 3

6. WERE THE SAMPLES PROPERLY PRESERVED? YES NO

IF NO, EXPLAIN: _____

7. WERE THE SAMPLES COLLECTED IN THE CORRECT CONTAINERS? YES NO

IF NO, EXPLAIN: _____

8. IS THERE HEADSPACE PRESENT FOR VOLATILES/ODOR SAMPLES? YES NO N/A

9. WAS THE COC FILLED OUT PROPERLY? YES NO

IF NO, EXPLAIN: _____

10. DID THE SAMPLE LABEL(S) CONTAIN ADEQUATE INFO? (CLIENT/DATE/TIME/PRESERVATIVE) YES NO

IF NO, EXPLAIN: _____

11. WERE ANY OF THE SAMPLES RECEIVED OUTSIDE OF HOLDING TIME? YES NO

IF YES, EXPLAIN: _____

12. DO THE SAMPLES REQUIRE ANALYSES THAT HAVE A SHORT HOLDING TIME? YES NO

IF YES, WHAT ANALYSES? Asbestos PLEASE NOTIFY LABORATORY ANALYSTS!

13. IS SUBCONTRACTING REQUIRED? YES NO

IF YES, WHAT ANALYSES? Asbestos, Arsenic

14. WAS THE CLIENT CONTACTED? IF YES, FILL OUT THE FOLLOWING:

FLI EMPLOYEE INITIALS: _____ CLIENT SPOKEN TO: _____ DATE/TIME: _____

OUTCOME: _____

SIGNATURE: [Signature]



AWL5386

FAIRWAY LABORATORIES

40 Hoover Ave. Dubois, PA 15801

p: (814) 371-6030 f: (814) 375-0823

WWW.FAIRWAYLABORATORIES.COM



CLIENT Keystone Water Systems 80 Lake St. Stoneboro, PA 16153 PROJECT Drinking Water Conneaut Lake Park CONTACT Chris Greenberg (724) 376-7013 greenc3458@yahoo.com TURN AROUND TIME <input type="checkbox"/> NORMAL <input type="checkbox"/> RUSH DATE REQUIRED 1 / 1 SAMPLER INITIALS CG		PWS ID 6200018 <input checked="" type="checkbox"/> CHECK IF PADEP REPORTABLE <input type="checkbox"/> CHECK TO INCLUDE FIELD RESULTS ON FINAL REPORT ALL SHADED AREAS MUST BE COMPLETED BY THE CLIENT/SAMPLER COMPOSITE START DATE TIME COMPOSITE END OR GRAB DATE TIME		ANALYSES REQUESTED INCLUDE ONE CONTAINER TYPE PER ROW Asbestos Asbestos		COOLER ID NUMBER OF BOTTLES 1 CONTAINER TYPE / PRESERVATIVE 1L Poly NP		COMPLETE UPON LAB RECEIPT COC ID# AWL5386 PAGE 1 OF 1 ON ICE <input checked="" type="radio"/> Y <input type="radio"/> N TEMP GUN ID #1 FOR WV SAMPLES, EACH BOTTLE MUST HAVE TEMP RECORDED AT TIME OF RECEIPT TEMP °C 2.8 Indicate pH value <2 NP 01 <2 NP 02 <2 NP 03									
SAMPLE DESCRIPTION/LOCATION EP101 LEPI01-6 701		MATRIX DW DW DW		DATE NA NA NA		TIME NA 0907 0910 0918		RECEIVED BY D. Work D. Work		DATE 12/28/22 12/28/22 12/28/22		TIME 1200 1450		ADDITIONAL NOTES: 9 YEAR ASBESTOS Quality Arsenic			
RELINQUISHED BY [Signature]		DATE 12.28.22		TIME		RECEIVED BY		DATE		TIME		RECEIVED BY		DATE		TIME	

FLI SAMPLE RECEIPT PROTOCOL

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IF NO, EXPLAIN: _____

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IF YES, WHAT ANALYSES? Asbestos, Arsenic

14. WAS THE CLIENT CONTACTED? IF YES, FILL OUT THE FOLLOWING:

FLI EMPLOYEE INITIALS: _____ CLIENT SPOKEN TO: _____ DATE/TIME: _____

OUTCOME: _____

SIGNATURE: [Signature]

ATP 1009190-0

SUBCONTRACT ORDER
Fairway Laboratories, Inc.
AWL5386

SENDING LABORATORY:

Fairway Laboratories, Inc.
2019 Ninth Avenue
Altoona, PA 16602
Phone: 814.946.4306
Fax: 814.946.8791
Project Manager: Diane R Kisner

RECEIVING LABORATORY:

RJ Lee Group
350 Hochberg Road
Monroeville, PA 15146
Phone: (724) 325-1776
Fax: (724) 733-1799

Rush Due 1/10/2023

Water Type: Drinking Water State: PA WV VA OH MD
 Non Potable Water RADS only - Non potable Water - Gamma

PWS ID Number: 6200018

Name of System: Comaunt Lake Park

Contact Name: Chris Greenburg

Contact Number: 724-376-7013

Sample ID:	Water	Grab	Location ID	Comments:
AWL5386-01			<u>EP101</u>	
Analysis	Sample Begin	Sample End	<u>Due 1/10/2023</u>	

SUB-Asbestos(water) 12/28/2022 9:07 12/28/22 09:07

Containers Supplied:
1L Poly - Unpres (A)

Sample ID:	Water	Grab	Location ID	Comments:
AWL5386-03			<u>D701</u>	
Analysis	Sample Begin	Sample End	<u>Due 1/10/2023</u>	

SUB-Asbestos(water) 12/28/2022 9:18 12/28/22 09:18

Containers Supplied:
1L Poly - Unpres (A)

NEW Email PDF Report & Excel EDD to:
Fairwaysubcontract@fairwaylaboratories.com
For questions call:
Troy Tyler - Ext: 133
Michelle Fye - Ext: 106

CLIENT

Sampled By _____

Released By [Signature] Date 12/29/22 1130 Received By [Signature] Date 12/29/22 1130

Released By _____ Date _____ Received By _____ Date _____

Sampler signatures provided on original COC.

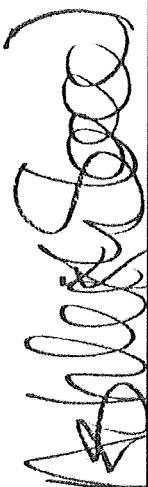
Final Laboratory Report TEM EPA Water Analysis

Attention: Diane R. Kisner
Fairway Laboratories, Inc.
2019 Ninth Avenue
Altoona, PA 16602
US

Report Date: 01/26/2023
Sample Receipt Date: 12/29/2022
RJ Lee Group Job No.: ATP1069190-0
Authorization/P.O. No.:
Samples Received: 2
Client Job No.: AWL5386

Method: EPA Method 100.2 600/R-94-134

Client Sample Number	RJLG Sample Number	Date Prepped	Date Analyzed	Filter Area (mm ²)	Volume (ml)	Area Analyzed (mm ²)	Confidence Interval	Asbestos Structures >10 μm		Analytical Sensitivity (MFL)	Concentration (MFL)
								Chry	Amph		
AWL5386-01	10576692.HTW1	12/29/2022	01/26/2023	1220	100	0.06202	0-4	0	0	>10 μm	< 0.2
AWL5386-03	10576693.HTW2	12/29/2022	01/26/2023	1220	25	0.2481	0-4	0	0	>10 μm	< 0.2

Authorized Signature: 
Ashleigh Sload, Scientist

NOTES
 1. Water samples collected more than 24 hours before receipt may be out of compliance. Drinking water samples are filtered within 24 hours of receipt.
 2. "<" indicates results less than analytical sensitivity. "-" indicates that sample was not analyzed.
 3. Sample(s) for this project were analyzed at our Pittsburgh, PA (AIHA LAP, LLC #292835, NPLAP #101208-0, NY ELAP #10864) facility.
 4. If RJ Lee Group, Inc. did not collect the samples analyzed, the verifiability of the laboratory's results are limited to the reported values.
 5. Abbreviations: NA=Not Applicable, Chry=Chrysotile Asbestos, Amph=Amphibole Asbestos, MF=Million fibers per liter.
 6. Samples will be held for 30 days and then disposed of per Federal regulations.
 7. These results are submitted pursuant to RJ Lee Group's current terms and conditions of sale, including the company's standard warranty and limitation of liability provisions. No responsibility or liability is assumed for the manner in which these results are used or interpreted.

DISCLAIMER
 RJ Lee Group, Inc. is accredited by the New York Department of Health Environmental Laboratory Program (NY ELAP) and the Pennsylvania Department of Environmental Protection (PA DEP) for asbestos in water analysis by TEM. This report may not be used to claim product endorsement by NY ELAP, PA DEP or any other regulatory or laboratory accrediting agency. Any reproduction of this document must be in full in order for the report to be valid. This report is not valid unless it bears the name of a NY ELAP and PA-DEP approved signatory.
 These results are submitted pursuant to RJ Lee Group's current terms and conditions of sale, including the company's standard warranty and limiting provisions and no responsibility or liability is assumed for the manner in which the results are used or interpreted. Unless notified in writing to return the samples covered by this report, RJ Lee Group will store the samples for a period of thirty (30) days before discarding. A shipping and handling fee will be assessed for the return of any sample.



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State Certifications: MD 275, WV 364

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Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: cliENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

03/31/23 17:04

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Sample Type	Date Sampled	Date Received
EP101 Conneaut	AXC4464-01	Water	Grab	03/21/23 22:51	03/22/23 13:00

Client Sample ID: EP101 Conneaut

Date/Time Sampled: 03/21/23 22:51

Laboratory Sample ID: AXC4464-01 (Water/Grab)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
---------	--------	-----	----	-------	----------------------	-------------------	-----------	------

Subcontracted EPA 200.8

Arsenic	4.8		1.0	ug/L	03/27/23 15:19	EPA 200.8	SUB	C1
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Fairway Laboratories, Inc.

Reviewed and Submitted by:

Diane R Kisner

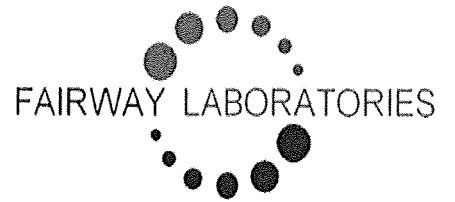
Project Manager

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Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: cliENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

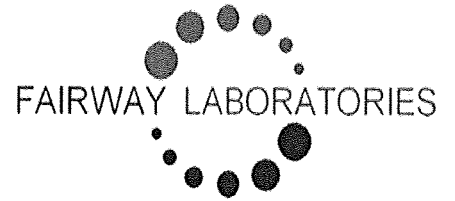
03/31/23 17:04

Notes

C1 This Sample was subcontracted to Laboratory ID# 68-00350



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NELAP: PA 07-062, VA 460212

State Certifications: MD 275, WV 364

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Keystone Water Systems
80 Lake St.
Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: eliENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

03/31/23 17:04

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+ MBAS, calculated as LAS, mol wt 348

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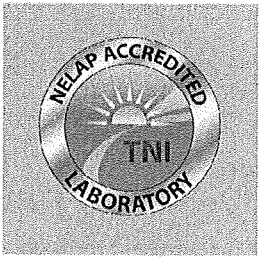
ER: Indicates analysis performed by Fairway Laboratories, Inc., 1920 East 38th Street, Erie, PA 16510. NELAP certification: PA 25-05907.

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Project Manager: Chris Greenberg

Number of Containers:

03/31/23 17:04

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- EPA 8015D - : Indicates that samples collected in West Virginia are analyzed by Method SW 8015C.
- EPA 1010 - : Indicates that samples collected in West Virginia are analyzed by Method SW 1010B.
- EPA 6010B - : Indicates that samples collected in West Virginia are analyzed by Method SW 6010D.



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 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: cliENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

03/31/23 17:04

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SAMPLE COLLECTION AND SUBMISSION Clients not requesting collection services from Fairway are responsible for proper collection, preservation, packaging, and delivery of samples to the laboratory in accordance with current law and commercial practice. Fairway shall have no responsibility for sample integrity prior to the receipt of the sample(s) and/or for any inaccuracy in test or analyses results as a result of the failure of the client or any third party to maintain the integrity of samples prior to delivery to Fairway. All samples submitted must be accompanied by a completed chain of custody or similar document clearly noting the requested analyses, dates/time sampled, client contact information, and trail of custody. Samples received at the laboratory after business hours are verified on the next business day. Discrepancies are documented on the Receiving Document.

SUBCONTRACTING Some analyses may require subcontracting to another laboratory. Unless the client indicates otherwise, this decision will be made by Fairway. Subcontracted work will be identified on the final report in accordance with NELAC requirements.

RETURN OF RESULTS Fairway routinely provides faxed or verbal results within 10 working days of receipt of sample(s) and a hard copy of the data results is routinely received via US Postal Service within 15 working days. At the request of the client, Fairway may offer expedited return of sample results. Surcharges may apply to rush requests. All rush requests must be pre-approved by Fairway. We reserve the right to charge an archive retrieval fee for results older than one (1) year from the date of the request. All records will be maintained by Fairway for 5 years, after which, they will be destroyed.

SAMPLE DISPOSAL Fairway will maintain samples for four (4) weeks after the sample receipt date. Fairway will dispose of samples which are not and/or do not contain hazardous wastes (as such term is defined by applicable federal or state law), unless prior arrangements have been made for long-term storage. Fairway reserves the right to charge a disposal fee for the proper disposal of samples found or suspected to contain hazardous waste. A return shipping charge will be invoiced for samples returned to the client at their request.

HAZARD COMMUNICATION The client has the responsibility to inform the laboratory of any hazardous characteristics known or suspected about the sample, and to provide information on hazard prevention and personal protection as necessary or otherwise required by applicable law.

WARRANTY AND LIMITATION OF LIABILITY For services rendered, Fairway warrants that it will apply its best scientific knowledge and judgment and to employ its best level of effort consistent with professional standards within the environmental testing industry in performing the analytical services requested by its clients. We disclaim any other warranties, expressed or implied by law. Fairway does not accept any legal responsibility for the purposes for which client uses the test results.

LITIGATION All costs associated with compliance to any subpoena for documents, for testimony in a court of law, or for any other purpose relating to work performed by Fairway Laboratories, Inc. shall be invoiced by Fairway and paid by client. These costs shall include, but are not limited to, hourly charges for the persons involved, travel, mileage, and accommodations and for any and all other expenses associated with said litigation.

Fairway Laboratories, Inc.

Fairway Labs in Altoona, PA is a NELAP (National Environmental Laboratory Accreditation Program) accredited lab, and as such, certifies that all applicable test results meet the requirements of NELAP, unless otherwise stated on the analytical report.

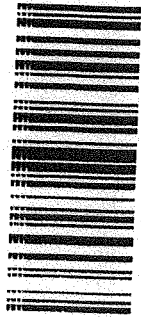
The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



FAIRWAY LABORATORIES
 40 Hoover Ave. Dubois, PA 15801

p: (814) 371-6030 f: (814) 375-0823

WWW.FAIRWAYLABORATORIES.COM



AXC4464

CLIENT	PWS ID		CHECK IF PADEP REPORTABLE <input checked="" type="checkbox"/>	CHECK TO INCLUDE FIELD RESULTS ON FINAL REPORT <input type="checkbox"/>	ALL SHADED AREAS MUST BE COMPLETED BY THE CLIENT/SAMPLER	SAMPLE DESCRIPTION/LOCATION	MATRIX	GRAB	COMP	COMPOSITE START		COMPOSITE END OR GRAB		RELINQUISHED BY	DATE	TIME	RECEIVED BY	DATE	TIME	ADDITIONAL NOTES:
	DATE	TIME								DATE	TIME	DATE	TIME							
Keystone Water Systems 80 Lake St. Stoneboro, PA 16153	6200018					EP101	DW	X		NA	3-22-23	225J		<i>Chris Greenberg</i>	3-22-23	1045	<i>Buena Dohy</i>	3-22-23	1300	QUARTERLY ARSENIC
PROJECT: Drinking Water Conneaut Lake Park																				
CONTACT: Chris Greenberg																				
PHONE: (724) 376-7013																				
EMAIL: greenc3458@yahoo.com																				
TURN AROUND TIME: <input type="checkbox"/> NORMAL <input type="checkbox"/> RUSH																				
DATE REQUIRED: ___/___/___																				
SAMPLER INITIALS: <i>CG</i>																				
ANALYSES REQUESTED	INCLUDE ONE CONTAINER TYPE PER ROW			Total Arsenic																
COOLER ID	NUMBER OF BOTTLES		CONTAINER TYPE / PRESERVATIVE																	
COMPLETE UPON LAB RECEIPT	COC ID#		TEMP °C		Indicate pH value		TEMP °C		COC ID# FRACTION											
	AXC4464		3.2		<2		3.2		01											
	PAGE ___ OF ___		ON ICE <input checked="" type="checkbox"/> N		TEMP #1		FOR WV SAMPLES, EACH BOTTLE MUST HAVE TEMP RECORDED AT TIME OF RECEIPT													

FLI SAMPLE RECEIPT PROTOCOL

WORK ORDER: AXC4464

CLIENT: Keystone-Connect

DATE SAMPLED: DATE RECEIVED: TIME RECEIVED:

3/21/23

3/22/23

1300



- 1. CHECK ALL THAT APPLY: PA WV MD PWS NPDES/COMPLIANCE DAIRY RUSH
- 2. WERE ANY OF THE SAMPLE CONTAINERS DAMAGED/LEAKING? (ARE CUSTODY SEALS BROKEN?) YES NO

IF YES, EXPLAIN: _____

3. NUMBER OF CONTAINERS RECEIVED: 1

4. WERE THE SAMPLES RECEIVED ON ICE/OTHER ACCEPTABLE REFRIGERANT? YES NO

IF NO, EXPLAIN: _____

5. RECEIVING TEMP: 3.2 °C TEMP CONTROL(S) PRESENT YES NO BOTTLE(S) TEMPED: 1

6. WERE THE SAMPLES PROPERLY PRESERVED? YES NO

IF NO, EXPLAIN: _____

7. WERE THE SAMPLES COLLECTED IN THE CORRECT CONTAINERS? YES NO

IF NO, EXPLAIN: _____

8. IS THERE HEADSPACE PRESENT FOR VOLATILES/ODOR SAMPLES? YES NO N/A

9. WAS THE COC FILLED OUT PROPERLY? YES NO

IF NO, EXPLAIN: _____

10. DID THE SAMPLE LABEL(S) CONTAIN ADEQUATE INFO? (CLIENT/DATE/TIME/PRESERVATIVE) YES NO

IF NO, EXPLAIN: _____

11. WERE ANY OF THE SAMPLES RECEIVED OUTSIDE OF HOLDING TIME? YES NO

IF YES, EXPLAIN: _____

12. DO THE SAMPLES REQUIRE ANALYSES THAT HAVE A SHORT HOLDING TIME? YES NO

IF YES, WHAT ANALYSES? _____ PLEASE NOTIFY LABORATORY ANALYSTS!

13. IS SUBCONTRACTING REQUIRED? YES NO 3/24/23 wsb

IF YES, WHAT ANALYSES? As

14. WAS THE CLIENT CONTACTED? IF YES, FILL OUT THE FOLLOWING:

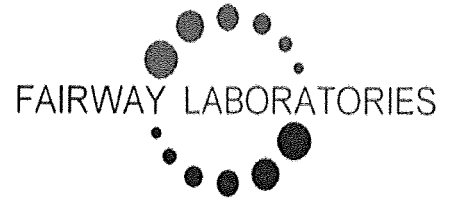
FLI EMPLOYEE INITIALS: CLIENT SPOKEN TO: DATE/TIME:

OUTCOME:

SIGNATURE: Briana Oddy



2019 Ninth Avenue
 Altoona, PA 16602
 (814) 946-4306



NELAP: PA 07-062, VA 460212

State Certifications: MD 275, WV 364

www.fairwaylaboratories.com

Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: CLIENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

10/06/23 16:40

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Sample Type	Date Sampled	Date Received
EP101 Conneaut Lake	AXI3946-01	Water	Grab	09/19/23 14:08	09/20/23 13:45

Client Sample ID: EP101 Conneaut Lake

Date/Time Sampled: 09/19/23 14:08

Laboratory Sample ID: AXI3946-01 (Water/Grab)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
---------	--------	-----	----	-------	----------------------	-------------------	-----------	------

Subcontracted Analysis

Arsenic	<1.0		1.0	ug/L	09/28/23 09:44	EPA 200.8	JJS	U, C1
---------	------	--	-----	------	----------------	-----------	-----	-------

Pacc Analytical Services, LLC

Reviewed and Submitted by:

Diane R Kisner

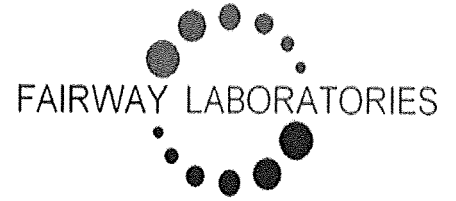
Project Manager

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Keystone Water Systems
80 Lake St.
Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: CLIENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

10/06/23 16:40

Notes

- C1 This Sample was subcontracted to Laboratory ID# 68-00350
- U Indicates the compound was analyzed for, but not detected.



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NELAP: PA 07-062, VA 460212

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Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: CLIENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

10/06/23 16:40

Definitions:

If surrogate values are not within the indicated range, then the results are considered to be estimated.

Reporting limits are adjusted accordingly when samples are analyzed at a dilution due to the matrix.

+ MBAS, calculated as LAS, mol wt 348

If the solid sample weight for VOC analysis does not fall within the 3.5-6.5 gram range, the results are considered estimated values.

Unless otherwise noted, all results for solids are reported on a dry weight basis.

Samples collected by Fairway Laboratories' personnel are done so in accordance with Standard Operating Procedures established by Fairway Laboratories.

The following analyses are to be performed immediately upon sampling: pH, sulfite, chlorine residual, dissolved oxygen, filtration for ortho phosphorus, and ferrous iron. The date and time reported reflect the time the samples were analyzed at the laboratory; and should be considered as analyzed outside the EPA holding time.

^ The following analytes are to be filtered immediately upon sampling: Hexavalent Chromium. Filtration through a 0.45 micron filter within 15 minutes of sampling is required for compliance with the Clean Water Act (CWA) for reporting of hexavalent chromium to prevent interconversion of chromium species.

* **Analysis location indicator:**

D: Indicates analysis performed by Fairway Laboratories, Inc., 40 Hoover Ave., DuBois, PA 15801. PA DEP Chapter 252 certification: PA 33-00258.

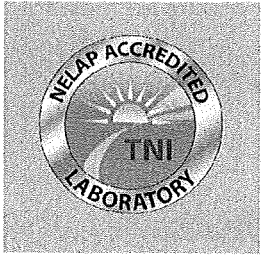
E: Indicates analysis performed by Fairway Laboratories, Inc., 1920 East 38th Street, Erie, PA 16510. NELAP certification: PA 25-05907.

W: Indicates analysis performed by Fairway Laboratories, Inc., 1851 Golden Mile Rd., Wysox, PA 18854. NELAP certification: PA 08-05622 and NY 12127.

< Represents "less than" - indicates that the result was less than the RL, or the MDL if indicated for the parameter.

MDL Method Detection Limit - is the lowest or minimum level that provides 99% confidence level that the analyte is detected. Any reported result values that are less than the RL are considered estimated values. If Radiological results are reported, the MDC - Minimum Detectable Concentration is shown in the MDL column.

RL Reporting Limit - is the lowest or minimum level at which the analyte can be quantified.



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Keystone Water Systems
80 Lake St.
Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: CLIENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

10/06/23 16:40

Definitions Continued:

- [CALC] Indicates a calculated result. Calculations use results from other analyses performed under accredited methods.
- ND Non Detect. The noted analyte was not detected in the sample.

(-) Method Revision Indicator - West Virginia Samples

- EPA 8270D - : Indicates that samples collected in West Virginia are analyzed by Method SW 8270E.
- EPA 8260B - : Indicates that samples collected in West Virginia are analyzed by Method SW 8260D.
- EPA 8015D - : Indicates that samples collected in West Virginia are analyzed by Method SW 8015C.
- EPA 1010 - : Indicates that samples collected in West Virginia are analyzed by Method SW 1010B.
- EPA 6010B - : Indicates that samples collected in West Virginia are analyzed by Method SW 6010D.



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80 Lake St.
Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: CLIENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

10/06/23 16:40

Terms & Conditions

Services provided by Fairway Laboratories Inc. are limited to the terms and conditions stated herein, unless otherwise agreed to in a formal contract.

CHAIN OF CUSTODY Fairway Laboratories Inc. ("Fairway," "us" or "we") will initiate a chain-of-custody/request for analysis upon sample receipt unless the client includes a completed form with the received sample(s). Upon request, Fairway will provide chain-of-custody forms for use.

CONFIDENTIALITY Fairway maintains confidentiality in all of our client interactions. The client's consent will be required before releasing information about the services provided.

CONTRACTS All contracts are subject to review and approval by Fairway's legal council. Each contract must be signed by a corporate officer.

PAYMENT/BILLING Unless otherwise set forth in a signed contract or purchase order, terms of payment are "NET 30 Days." The time allowed for payment shall begin based on the invoice date. A 1.5% per month service charge may be added to all unpaid balances beyond the initial 30 days. In its sole discretion, Fairway reserves the right to request payment before services and hold sample results for payment of due balances. We will not bill a third party without prior agreement among all parties acknowledging and accepting responsibility for payment.

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LITIGATION All costs associated with compliance to any subpoena for documents, for testimony in a court of law, or for any other purpose relating to work performed by Fairway Laboratories, Inc. shall be invoiced by Fairway and paid by client. These costs shall include, but are not limited to, hourly charges for the persons involved, travel, mileage, and accommodations and for any and all other expenses associated with said litigation.

Pace Analytical Services, LLC

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FAIRWAY LABORATORIES, INC - DUBOIS OFFICE
 40 Hoover Avenue
 DuBois, PA 15801
 Phone: (814) 371-6030 Fax: (814) 375-0823

CHAIN OF CUSTODY RECORD

ON ICE YES NO
 SAMPLE TEMP 1.8 °C
 FLI PROJECT NAME: Aspenic
 TTHM# HAA5
 SITE LOCATION: Cement Lake Park (COCOS)

CLIENT: _____
 SAMPLER (print full name): Chris G.

CONTACT: (62)
 PHONE: (814) 375-7013
 FAX: _____
 ADDRESS: _____
 COMMENTS: _____
 ** SAMPLES MUST BE RECEIVED ON ICE **

SAMPLE TYPE CODE
 DW - DRINKING WATER SO - SOLID AQ - AQUEOUS

PARAMETERS



AXI3946

PRESERVATIVE LIST:
 1 - NONE
 2 - NA2S2O3
 3 - H2SO4
 4 - NaOH
 5 - HNO3
 6 - HCL
 7 - ASCORBIC ACID

FIELD ID. NO.	LOCATION	DATE	TIME	GRAB or COMP	SAMPLE TYPE (SEE CODE LIST)	NUMBER & TYPE OF CONTAINERS	DATE	TIME	LOGGED IN BY:	LAB INFORMATION ONLY: pH Checks done next to Analysis Requested. ✓ are pH is between 3-9	SPECIAL HANDLING NORMAL RUSH FAX QA/QC
101	TRIP BLANK	9/14/23	1408	X	DW	3-40 mL Vials	9/20/23	1145			
				X	DW	250 mL Glass	9/20/23	1345			
				X	DW	2-40 mL Vials	9/20/23	1345			
				X	DI	250 mL Glass	9/20/23	1345			

RECEIVED BY: Bruna Deck
 RECEIVED BY LABORATORY: Bruna Deck
 COC # AXI 3946
 METHOD OF DELIVERY: UPS FEDEX OTHER
 HAND DELIVERY U.S. MAIL

FLI SAMPLE RECEIPT PROTOCOL

WORK ORDER: AXI 3946

CLIENT: Keystone Connect Lake



DATE SAMPLED:

DATE RECEIVED:

TIME RECEIVED:

9/19/23

9/20/23

1345

9/20/23
11:33

- 1. CHECK ALL THAT APPLY: PA WV MD PWS NPDES/COMPLIANCE DAIRY RUSH
- 2. WERE ANY OF THE SAMPLE CONTAINERS DAMAGED/LEAKING? (ARE CUSTODY SEALS BROKEN?) YES NO

IF YES, EXPLAIN: _____

3. NUMBER OF CONTAINERS RECEIVED: 1

4. WERE THE SAMPLES RECEIVED ON ICE/OTHER ACCEPTABLE REFRIGERANT? YES NO

IF NO, EXPLAIN: _____

5. RECEIVING TEMP: 1.8 °C TEMP CONTROL(S) PRESENT YES NO BOTTLE(S) TEMPED: 1

6. WERE THE SAMPLES PROPERLY PRESERVED? YES NO

IF NO, EXPLAIN: _____

7. WERE THE SAMPLES COLLECTED IN THE CORRECT CONTAINERS? YES NO

IF NO, EXPLAIN: _____

8. IS THERE HEADSPACE PRESENT FOR VOLATILES/ODOR SAMPLES? YES NO N/A

9. WAS THE COC FILLED OUT PROPERLY? YES NO

IF NO, EXPLAIN: _____

10. DID THE SAMPLE LABEL(S) CONTAIN ADEQUATE INFO? (CLIENT/DATE/TIME/PRESERVATIVE) YES NO

IF NO, EXPLAIN: _____

11. WERE ANY OF THE SAMPLES RECEIVED OUTSIDE OF HOLDING TIME? YES NO

IF YES, EXPLAIN: _____

12. DO THE SAMPLES REQUIRE ANALYSES THAT HAVE A SHORT HOLDING TIME? YES NO

IF YES, WHAT ANALYSES? _____ PLEASE NOTIFY LABORATORY ANALYSTS!

13. IS SUBCONTRACTING REQUIRED? YES NO

IF YES, WHAT ANALYSES? _____

14. WAS THE CLIENT CONTACTED? IF YES, FILL OUT THE FOLLOWING:

FLI EMPLOYEE INITIALS: _____ CLIENT SPOKEN TO: _____ DATE/TIME: _____

OUTCOME: _____

SIGNATURE: Buana Oddy



September 29, 2023

Final Report
Pace Altoona
2019 Ninth Avenue
Altoona, PA 16602

RE: Project: AXI3946
Pace Project No.: 70271782

Dear Final Report:

Enclosed are the analytical results for sample(s) received by the laboratory on September 26, 2023. The results relate only to the samples included in this report. Results reported herein conform to the applicable TNI/NELAC Standards and the laboratory's Quality Manual, where applicable, unless otherwise noted in the body of the report.

The test results provided in this final report were generated by each of the following laboratories within the Pace Network:

- Pace Analytical Services - Melville

If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Brianna D. Rivera
brianna.rivera@pacelabs.com
516-370-6007
Project Manager

Enclosures

cc: Michelle Fye, Pace Analytical Services - Altoona
Amanda Plowman, Pace Analytical Altoona



REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.



CERTIFICATIONS

Project: AXI3946
Pace Project No.: 70271782

Pace Analytical Services Long Island

575 Broad Hollow Rd, Melville, NY 11747
Connecticut Certification #: PH-0435
Delaware Certification # NY 10478
Maryland Certification #: 208
Massachusetts Certification #: M-NY026
New Hampshire Certification #: 2987

New Jersey Certification #: NY158
New York Certification #: 10478 Primary Accrediting Body
Pennsylvania Certification #: 68-00350
Rhode Island Certification #: LAO00340
Virginia Certification # 460302

REPORT OF LABORATORY ANALYSIS

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SAMPLE SUMMARY

Project: AXI3946
Pace Project No.: 70271782

Lab ID	Sample ID	Matrix	Date Collected	Date Received
70271782001	AXI3946-01	Drinking Water	09/19/23 14:08	09/26/23 12:30

REPORT OF LABORATORY ANALYSIS

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SAMPLE ANALYTE COUNT

Project: AXI3946
Pace Project No.: 70271782

Lab ID	Sample ID	Method	Analysts	Analytes Reported
70271782001	AXI3946-01	EPA 200.8	JJS	1

PACE-MV = Pace Analytical Services - Melville

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: AXI3946
 Pace Project No.: 70271782

Sample: AXI3946-01 Lab ID: 70271782001 Collected: 09/19/23 14:08 Received: 09/26/23 12:30 Matrix: Drinking Water

Parameters	Results	Units	Report			Prepared	Analyzed	CAS No.	Qual
			Limit	MDL	DF				
200.8 MET ICPMS Drinking Water		Analytical Method: EPA 200.8 Pace Analytical Services - Melville							
Arsenic	ND	ug/L	1.0	0.27	1		09/28/23 09:44	7440-38-2	

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: AXI3946
 Pace Project No.: 70271782

QC Batch: 321915 Analysis Method: EPA 200.8
 QC Batch Method: EPA 200.8 Analysis Description: 200.8 MET No Prep Drinking Water
 Laboratory: Pace Analytical Services - Melville

Associated Lab Samples: 70271782001

METHOD BLANK: 1641590 Matrix: Water

Associated Lab Samples: 70271782001

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Arsenic	ug/L	ND	1.0	0.27	09/28/23 09:41	

LABORATORY CONTROL SAMPLE: 1641591

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Arsenic	ug/L	50	52.5	105	85-115	

MATRIX SPIKE SAMPLE: 1641597

Parameter	Units	70271537001 Result	Spike Conc.	MS Result	MS % Rec	% Rec Limits	Qualifiers
Arsenic	ug/L	<1.0	50	46.6	93	70-130	

MATRIX SPIKE SAMPLE: 1641599

Parameter	Units	70271767001 Result	Spike Conc.	MS Result	MS % Rec	% Rec Limits	Qualifiers
Arsenic	ug/L	<1.0	50	48.1	96	70-130	

SAMPLE DUPLICATE: 1641596

Parameter	Units	70271537001 Result	Dup Result	RPD	Max RPD	Qualifiers
Arsenic	ug/L	<1.0	ND		20	

SAMPLE DUPLICATE: 1641598

Parameter	Units	70271767001 Result	Dup Result	RPD	Max RPD	Qualifiers
Arsenic	ug/L	<1.0	ND		20	

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

REPORT OF LABORATORY ANALYSIS

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QUALIFIERS

Project: AXI3946
Pace Project No.: 70271782

DEFINITIONS

DF - Dilution Factor, if reported, represents the factor applied to the reported data due to dilution of the sample aliquot.

ND - Not Detected at or above adjusted reporting limit.

TNTC - Too Numerous To Count

J - Estimated concentration above the adjusted method detection limit and below the adjusted reporting limit.

MDL - Adjusted Method Detection Limit.

PQL - Practical Quantitation Limit.

RL - Reporting Limit - The lowest concentration value that meets project requirements for quantitative data with known precision and bias for a specific analyte in a specific matrix.

S - Surrogate

1,2-Diphenylhydrazine decomposes to and cannot be separated from Azobenzene using Method 8270. The result for each analyte is a combined concentration.

Consistent with EPA guidelines, unrounded data are displayed and have been used to calculate % recovery and RPD values.

LCS(D) - Laboratory Control Sample (Duplicate)

MS(D) - Matrix Spike (Duplicate)

DUP - Sample Duplicate

RPD - Relative Percent Difference

NC - Not Calculable.

SG - Silica Gel - Clean-Up

U - Indicates the compound was analyzed for, but not detected.

N-Nitrosodiphenylamine decomposes and cannot be separated from Diphenylamine using Method 8270. The result reported for each analyte is a combined concentration.

Reported results are not rounded until the final step prior to reporting. Therefore, calculated parameters that are typically reported as "Total" may vary slightly from the sum of the reported component parameters.

Pace Analytical is TNI accredited. Contact your Pace PM for the current list of accredited analytes.

TNI - The NELAC Institute.

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA CROSS REFERENCE TABLE

Project: AXI3946
Pace Project No.: 70271782

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
70271782001	AXI3946-01	EPA 200.8	321915		

REPORT OF LABORATORY ANALYSIS

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WO#: 70271782



SUBCONTRACT ORDER

Pace Altoona
AXI3946

SENDING LABORATORY:

Pace Altoona
2019 Ninth Avenue
Altoona, PA 16602
Phone: 814.946.4306
Fax: 814.946.8791
Project Manager: Diane R Kisner

RECEIVING LABORATORY:

Pace Analytical Services Inc. Melville, NY
575 Broad Hollow Road
Melville, NY 11747
Phone :(631) 694-3040
Fax: (631) 420-8436

***PA Drinking Water samples with a PWSID provided must be uploaded to DWELR unless otherwise marked.

Rush Due 10/3/2023

Water Type: Drinking Water State: PA WV VA OH MD
 Non Potable Water RADS only - Non potable Water - Gamma

PWS ID Number: 6200018

Name of System: Conneaut Lake

Contact Name: Chris Greenberg

Contact Number: 724-376-7013

Sample ID: AXI3946-01	Water	Grab	Location ID: <u>EP101</u>	Comments:
Analysis	Price	Sample Begin	Sample End	<u>Due 10/3/2023</u>
SUB- As 200.8/6020	\$ 20.90	9/19/2023 14:08	09/19/23 14:08	

Containers Supplied:
250mL Poly HNO3 (A)

CLIENT

1/31/23 Update to Pace email address
NEW Email PDF Report & Excel EDD to:
ALTO.SubContract@pacelabs.com
For questions call:
Troy Tyler - Ext: 133
Michelle Fye - Ext: 106

Sampled By			
Released By	<u>EP</u>	<u>9/25/23</u>	<u>ARACEU</u>
		Date	Received By
			<u>9/26/23 12:30</u>
			Date

Released By	Date	Received By	Date
-------------	------	-------------	------

Sampler signatures provided on original COC.

WO#: 70271782

Client Name: **PACE ALTOONA**

Project #: **PM: BDR** Due Date: **10/03/23**
CLIENT: PACE-ALtoona

Courier: Fed Ex UPS USPS Client Commercial Pace Other
 Tracking #: **7735 25 67 7374**

Custody Seal on Cooler/Box Present: Yes No Seals intact: Yes No Temperature Blank Present: Yes No
 Packing Material: Bubble Wrap Bubble Bags Ziploc None Other Type of Ice: Wet Blue None
 Thermometer Used: **TH196** Correction Factor: **-0.4** Samples on ice, cooling process has begun
 Cooler Temperature (°C): **1.0** Cooler Temperature Corrected (°C): **1.2** Date/Time 5035A kits placed in freezer _____
 Temp should be above freezing to 6 °C

USDA Regulated Soil (N/A, water sample)

Did samples originate in a quarantine zone within the United States: AL, AR, CA, FL, GA, ID, LA, MS, NC, NM, NY, OK, OR, SC, TN, TX, or VA (check map)? Yes No

Did samples originate from a foreign source including Hawaii and Puerto Rico? Yes No

If Yes to either question, fill out a Regulated Soil Checklist (ENV-FRM-MELV-0076) and include with SCUR/COC paperwork.

Date and Initials of person examining contents: **AS 9/24/23**

	COMMENTS:
Chain of Custody Present: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	1.
Chain of Custody Filled Out: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2.
Chain of Custody Relinquished: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	3.
Sampler Name & Signature on COC: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	4.
Samples Arrived within Hold Time: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	5.
Short Hold Time Analysis (<72hr): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	6.
Rush Turn Around Time Requested: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	7.
Sufficient Volume: (Triple volume provided for MS/MSD) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	8.
Correct Containers Used: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	9.
-Pace Containers Used: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Containers Intact: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	10.
Filtered volume received for Dissolved tests: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	11. Note: if sediment is visible in the dissolved container.
Sample Labels match COC: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	12.
-Includes date/time/ID/Analysis: Matrix: <input checked="" type="checkbox"/> SL <input type="checkbox"/> W <input type="checkbox"/> OIL <input type="checkbox"/> OTHER	

Date and Initials of person checking preservation: **AS**

All containers needing preservation have been pH paper Lot # HC325179 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	13. <input type="checkbox"/> HNO ₃ <input type="checkbox"/> H ₂ SO ₄ <input type="checkbox"/> NaOH <input type="checkbox"/> HCl
All containers needing preservation are found to be in compliance with method recommendation? (HNO ₃ , H ₂ SO ₄ , HCl, NaOH > 9 Sulfide, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A NaOH > 12 Cyanide)	Sample #
Exceptions: VOA, Coliform, TOC/DOC, Oil and Grease, DRO/8015 (water). Per Method, VOA pH is checked after analysis	Initial when completed: _____ Lot # of added preservative: _____ Date/Time preservative added: _____
Samples checked for dechlorination: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	14.
KI starch test strips Lot #	
Residual chlorine strips Lot #	Positive for Res., Chlorine? Y N
SM 4500 CN samples checked for sul: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	15.
Lead Acetate Strips Lot #	Positive for Sulfide? Y N
Headspace in VOA Vials (>6mm) <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	16.
Trip Blank Present: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	17.
Trip Blank Custody Seals Present: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	

Client Notification/ Resolution:

Field Data Required? Y / N

Person Contacted:

Date/Time:

Comments/ Resolution:

* PM (Project Manager) review is documented electronically in LIMS.



E-Government Application for Drinking Water Program

SAFE DRINKING WATER ACT
VIEW/EDIT RECORDS

6200018: CONNEAUT LAKE PARK WATER

SDWA4

PWSID	Contam ID	Contam	Analysis Method	Result	Lower Limit of Detection	Counting Error	Analyses Date	Loc/EP ID	Loc/EP ID 2	Sample Date	Sample Type	Sample Time	Lab ID	Sample ID	Record ID
6200018	1005	ARSENIC (IOC)	170	0.0	0.00100		092823	101		091923	E	1408	68350	702717820 01	AKOSKOW SKIL68350 1558

FAIRWAY LABORATORIES, INC - DUBOIS OFFICE
 40 Hoover Avenue
 DuBois, PA 15801
 Phone: (814) 371-6030 Fax: (814) 375-0823

CHAIN OF CUSTODY RECORD

ON ICE YES NO
 SAMPLE TEMP
 1.8 °C

FLI PROJECT NAME: Ascorbic
 TEL# HAA5
 SITE LOCATION:
Connect Lake Park (COC018)
 SAMPLER (print full name)
CL-S G.

CLIENT:
PWS 600018 DE 10/6/03
 CONTACT: 503
 PHONE: 624) 320.7503
 FAX:

ADDRESS:
 COMMENTS:
 ** SAMPLES MUST BE RECEIVED ON ICE **

SAMPLE TYPE CODE
 DW - DRINKING WATER SO - SOLID AQ - AQUEOUS

FIELD ID. NO.	LOCATION	DATE	TIME	GRAB or COMP	SAMPLE TYPE (SEE CODE LIST)	NUMBER & TYPE OF CONTAINERS	TTHM	DATE	TIME	Logged In By:	Lab Information ONLY:		SPECIAL HANDLING
											pH Checks done next to Analysis Requested.	are pH is between 3-9		RUSH FAX	NORMAL QA/QC
					DW	3-40 mL Vials	X	HAA5	9/20/03	1145	AXI3946		
				X	DW	2-250 mL Glass	X		9/20/03	1345	AXI 3946		
	TRIP BLANK			X	DW	2-40 mL Vials	X						
				X									

PRESERVATIVE LIST:

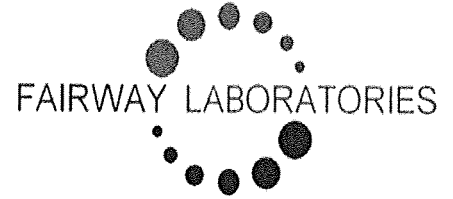
- 1 - NONE
- 2 - NA2S2O3
- 3 - H2SO4
- 4 - NaOH
- 5 - HNO3
- 6 - HCL
- 7 - ASCORBIC ACID

PRESERV.	LAB NUMBER
6,7	
8	
6,7	
5	10

RECEIVED BY: Buena Dech
 RECEIVED BY LABORATORY: Buena Dech
 DATE: 9/20/03 TIME: 1145
 DATE: 9/20/03 TIME: 1345
 THOD OF DELIVERY:
 HAND DELIVERY UPS SAMPLE RUNNER
 U.S. MAIL FEDEX OTHER



2019 Ninth Avenue
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 (814) 946-4306



NELAP: PA 07-062, VA 460212

State Certifications: MD 275, WV 364

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Keystone Water Systems
 80 Lake St.
 Stoncboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: CLIENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

07/06/23 18:06

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Sample Type	Date Sampled	Date Received
EP101	AXF3028-01	Water	Grab	06/13/23 18:31	06/14/23 14:55

Client Sample ID: EP101

Date/Time Sampled: 06/13/23 18:31

Laboratory Sample ID: AXF3028-01 (Water/Grab)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
---------	--------	-----	----	-------	----------------------	-------------------	-----------	------

Subcontracted Analysis

Arsenic	<1.0		1.0	ug/L	06/22/23 13:57	EPA 200.8	JJS	U, C1
---------	------	--	-----	------	----------------	-----------	-----	-------

Fairway Laboratories, Inc.

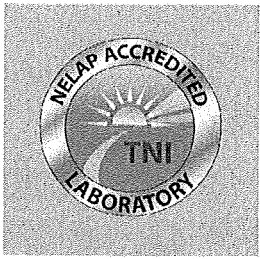
Reviewed and Submitted by:

Diane R Kisner

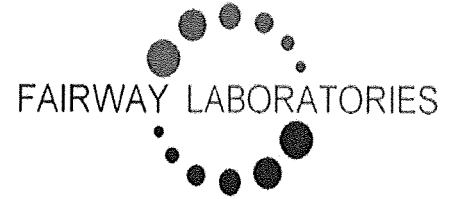
Project Manager

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Keystone Water Systems

80 Lake St.

Stoneboro, PA 16153

Project Manager: Chris Greenberg

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: CLIENT

Reported:

Number of Containers:

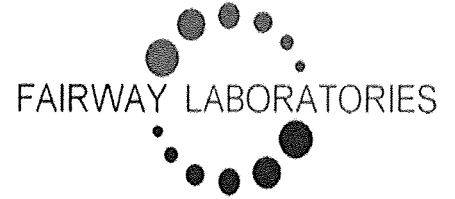
07/06/23 18:06

Notes

- C1 This Sample was subcontracted to Laboratory ID# 68-00350
- U Indicates the compound was analyzed for, but not detected.



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Keystone Water Systems
80 Lake St.
Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: CLIENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

07/06/23 18:06

Definitions:

If surrogate values are not within the indicated range, then the results are considered to be estimated.

Reporting limits are adjusted accordingly when samples are analyzed at a dilution due to the matrix.

+ MBAS, calculated as LAS, mol wt 348

If the solid sample weight for VOC analysis does not fall within the 3.5-6.5 gram range, the results are considered estimated values.

Unless otherwise noted, all results for solids are reported on a dry weight basis.

Samples collected by Fairway Laboratories' personnel are done so in accordance with Standard Operating Procedures established by Fairway Laboratories.

The following analyses are to be performed immediately upon sampling: pH, sulfite, chlorine residual, dissolved oxygen, filtration for ortho phosphorus, and ferrous iron. The date and time reported reflect the time the samples were analyzed at the laboratory; and should be considered as analyzed outside the EPA holding time.

^ The following analytes are to be filtered immediately upon sampling: Hexavalent Chromium. Filtration through a 0.45 micron filter within 15 minutes of sampling is required for compliance with the Clean Water Act (CWA) for reporting of hexavalent chromium to prevent interconversion of chromium species.

* **Analysis location indicator:**

D: Indicates analysis performed by Fairway Laboratories, Inc., 40 Hoover Ave., DuBois, PA 15801. PA DEP Chapter 252 certification: PA 33-00258.

E: Indicates analysis performed by Fairway Laboratories, Inc., 1920 East 38th Street, Erie, PA 16510. NELAP certification: PA 25-05907.

W: Indicates analysis performed by Fairway Laboratories, Inc., 1851 Golden Mile Rd., Wysox, PA 18854. NELAP certification: PA 08-05622 and NY 12127.

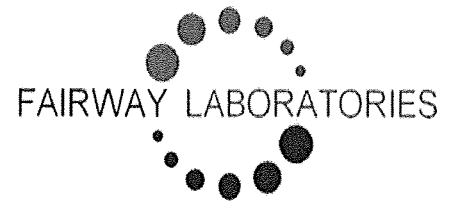
< Represents "less than" - indicates that the result was less than the RL, or the MDL if indicated for the parameter.

MDL Method Detection Limit - is the lowest or minimum level that provides 99% confidence level that the analyte is detected. Any reported result values that are less than the RL are considered estimated values. If Radiological results are reported, the MDC - Minimum Detectable Concentration is shown in the MDL column.

RL Reporting Limit - is the lowest or minimum level at which the analyte can be quantified.



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Keystone Water Systems
80 Lake St.
Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: CLIENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

07/06/23 18:06

Definitions Continued:

[CALC] Indicates a calculated result. Calculations use results from other analyses performed under accredited methods.

ND Non Detect. The noted analyte was not detected in the sample.

(-) Method Revision Indicator - West Virginia Samples

EPA 8270D - : Indicates that samples collected in West Virginia are analyzed by Method SW 8270E.

EPA 8260B - : Indicates that samples collected in West Virginia are analyzed by Method SW 8260D.

EPA 8015D - : Indicates that samples collected in West Virginia are analyzed by Method SW 8015C.

EPA 1010 - : Indicates that samples collected in West Virginia are analyzed by Method SW 1010B.

EPA 6010B - : Indicates that samples collected in West Virginia are analyzed by Method SW 6010D.



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Keystone Water Systems
80 Lake St.
Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: CLIENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

07/06/23 18:06

Terms & Conditions

Services provided by Fairway Laboratories Inc. are limited to the terms and conditions stated herein, unless otherwise agreed to in a formal contract.

CHAIN OF CUSTODY Fairway Laboratories Inc. ("Fairway," "us" or "we") will initiate a chain-of-custody/request for analysis upon sample receipt unless the client includes a completed form with the received sample(s). Upon request, Fairway will provide chain-of-custody forms for use.

CONFIDENTIALITY Fairway maintains confidentiality in all of our client interactions. The client's consent will be required before releasing information about the services provided.

CONTRACTS All contracts are subject to review and approval by Fairway's legal council. Each contract must be signed by a corporate officer.

PAYMENT/BILLING Unless otherwise set forth in a signed contract or purchase order, terms of payment are "NET 30 Days." The time allowed for payment shall begin based on the invoice date. A 1.5% per month service charge may be added to all unpaid balances beyond the initial 30 days. In its sole discretion, Fairway reserves the right to request payment before services and hold sample results for payment of due balances. We will not bill a third party without prior agreement among all parties acknowledging and accepting responsibility for payment.

SAMPLE COLLECTION AND SUBMISSION Clients not requesting collection services from Fairway are responsible for proper collection, preservation, packaging, and delivery of samples to the laboratory in accordance with current law and commercial practice. Fairway shall have no responsibility for sample integrity prior to the receipt of the sample(s) and/or for any inaccuracy in test or analyses results as a result of the failure of the client or any third party to maintain the integrity of samples prior to delivery to Fairway. All samples submitted must be accompanied by a completed chain of custody or similar document clearly noting the requested analyses, dates/time sampled, client contact information, and trail of custody. Samples received at the laboratory after business hours are verified on the next business day. Discrepancies are documented on the Receiving Document.

SUBCONTRACTING Some analyses may require subcontracting to another laboratory. Unless the client indicates otherwise, this decision will be made by Fairway. Subcontracted work will be identified on the final report in accordance with NELAC requirements.

RETURN OF RESULTS Fairway routinely provides faxed or verbal results within 10 working days of receipt of sample(s) and a hard copy of the data results is routinely received via US Postal Service within 15 working days. At the request of the client, Fairway may offer expedited return of sample results. Surcharges may apply to rush requests. All rush requests must be pre-approved by Fairway. We reserve the right to charge an archive retrieval fee for results older than one (1) year from the date of the request. All records will be maintained by Fairway for 5 years, after which, they will be destroyed.

SAMPLE DISPOSAL Fairway will maintain samples for four (4) weeks after the sample receipt date. Fairway will dispose of samples which are not and/or do not contain hazardous wastes (as such term is defined by applicable federal or state law), unless prior arrangements have been made for long-term storage. Fairway reserves the right to charge a disposal fee for the proper disposal of samples found or suspected to contain hazardous waste. A return shipping charge will be invoiced for samples returned to the client at their request.

HAZARD COMMUNICATION The client has the responsibility to inform the laboratory of any hazardous characteristics known or suspected about the sample, and to provide information on hazard prevention and personal protection as necessary or otherwise required by applicable law.

WARRANTY AND LIMITATION OF LIABILITY For services rendered, Fairway warrants that it will apply its best scientific knowledge and judgment and to employ its best level of effort consistent with professional standards within the environmental testing industry in performing the analytical services requested by its clients. We disclaim any other warranties, expressed or implied by law. Fairway does not accept any legal responsibility for the purposes for which client uses the test results.

LITIGATION All costs associated with compliance to any subpoena for documents, for testimony in a court of law, or for any other purpose relating to work performed by Fairway Laboratories, Inc. shall be invoiced by Fairway and paid by client. These costs shall include, but are not limited to, hourly charges for the persons involved, travel, mileage, and accommodations and for any and all other expenses associated with said litigation.

Fairway Laboratories, Inc.

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FAIRWAY LABORATORIES
40 Hoover Ave. Dubois, PA 15801

p: (814) 371-6030 f: (814) 375-0823

WWW.FAIRWAYLABORATORIES.COM

Keystone Water Systems 80 Lake St. Stoneboro, PA 16153 Drinking Water Conneaut Lake Park Chris Greenberg (724) 376-7013 greenc3458@yahoo.com		PWS ID 6200018 CHECK IF PADEP REPORTABLE <input checked="" type="checkbox"/> CHECK TO INCLUDE FIELD RESULTS ON FINAL REPORT <input type="checkbox"/> ALL SHADED AREAS MUST BE COMPLETED BY THE CLIENT/SAMPLER		ANALYSES REQUESTED INCLUDE ONE CONTAINER TYPE PER ROW		COOLER ID CONTAINER TYPE / PRESERVATIVE NUMBER OF BOTTLES		COMPLETE UPON LAB REC COC ID# AXF3028 PAGE ___ OF ___ ON ICE <input checked="" type="radio"/> N TEMP # 7 GUN ID FOR WV SAMPLES, EACH BOTTLE MUST HAVE TEMP RECORDED AT TIME OF RECEIPT TEMP °C 4.2 Indicate pH value NP	
IRN AROUND TIME NORMAL RUSH REQUIRED / /	SAMPLER INITIALS	MATRIX DW GRAB X COMP NA	COMPOSITE START DATE NA TIME NA DATE 6-13-23 TIME 1831	RECEIVED BY TIME DATE 6-14-23 TIME 1245	RECEIVED BY TIME DATE 6-14-23 TIME 1455	ADDITIONAL NOTES: 1L BOTTLE 250 HANDS X 01	ADDITIONAL NOTES: 9 YEAR Quarterly Arsenic		
RELINQUISHED BY DATE 6-14-23	RELINQUISHED BY DATE	RELINQUISHED BY DATE	RECEIVED BY TIME DATE	RECEIVED BY TIME DATE	RECEIVED BY TIME DATE	ADDITIONAL NOTES:	ADDITIONAL NOTES:		

FLI SAMPLE RECEIPT PROTOCOL

WORK ORDER: AXF3028

CLIENT: Keystone Water

DATE SAMPLED:

DATE RECEIVED:

TIME RECEIVED:

6/13/23

6/14/23

1455



- 1. CHECK ALL THAT APPLY: PA WV MD PWS NPDES/COMPLIANCE DAIRY RUSH
- 2. WERE ANY OF THE SAMPLE CONTAINERS DAMAGED/LEAKING? (ARE CUSTODY SEALS BROKEN?) YES NO

IF YES, EXPLAIN: _____

3. NUMBER OF CONTAINERS RECEIVED: 1

- 4. WERE THE SAMPLES RECEIVED ON ICE/OTHER ACCEPTABLE REFRIGERANT? YES NO

IF NO, EXPLAIN: _____

5. RECEIVING TEMP 4.2 °C TEMP CONTROL(S) PRESENT YES NO BOTTLE(S) TEMPED: 1

- 6. WERE THE SAMPLES PROPERLY PRESERVED? YES NO

IF NO, EXPLAIN: _____

- 7. WERE THE SAMPLES COLLECTED IN THE CORRECT CONTAINERS? YES NO

IF NO, EXPLAIN: _____

- 8. IS THERE HEADSPACE PRESENT FOR VOLATILES/ODOR SAMPLES? YES NO N/A

- 9. WAS THE COC FILLED OUT PROPERLY? YES NO

IF NO, EXPLAIN: _____

- 10. DID THE SAMPLE LABEL(S) CONTAIN ADEQUATE INFO? (CLIENT/DATE/TIME/PRESERVATIVE) YES NO

IF NO, EXPLAIN: _____

- 11. WERE ANY OF THE SAMPLES RECEIVED OUTSIDE OF HOLDING TIME? YES NO

IF YES, EXPLAIN: _____

- 12. DO THE SAMPLES REQUIRE ANALYSES THAT HAVE A SHORT HOLDING TIME? YES NO

IF YES, WHAT ANALYSES? _____ PLEASE NOTIFY LABORATORY ANALYSTS!

- 13. IS SUBCONTRACTING REQUIRED? YES NO not until 6-14-23

IF YES, WHAT ANALYSES? As

- 14. WAS THE CLIENT CONTACTED? IF YES, FILL OUT THE FOLLOWING:

FLI EMPLOYEE INITIALS: _____ CLIENT SPOKEN TO: _____ DATE/TIME: _____

OUTCOME: _____

SIGNATURE: Brianne Dodge



2019 Ninth Avenue
 PO Box 1925
 Altoona, PA 16603
 (814) 946-4306



NELAP: PA 07-062, VA 460212
 State Certifications: MD 275, WV 364

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Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153
 Project Manager: Chris Greenberg

Project: Drinking Water Conneaut Lake Park
 Project Number: [none]
 Collector: CLIENT
 Number of Containers:

Reported:
 10/19/22 13:08

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Sample Type	Date Sampled	Date Received
101 Quarterly, Arsenic	AWI6828-01	Water	Grab	09/27/22 11:20	09/28/22 14:15

Client Sample ID: 101 Quarterly, Arsenic **Date/Time Sampled:** 09/27/22 11:20

Laboratory Sample ID: AWI6828-01 (Water/Grab)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
---------	--------	-----	----	-------	----------------------	-------------------	-----------	------

Subcontracted Total Metals

Arsenic	<0.001		0.001	mg/l	10/04/22 17:47	EPA 200.8 Rev 5.4	SUB	C1
---------	--------	--	-------	------	----------------	----------------------	-----	----

Fairway Laboratories, Inc.

Reviewed and Submitted by:

Michael P. Tyler
 Laboratory Director

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Keystone Water Systems
80 Lake St.
Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: CLIENT

Reported:

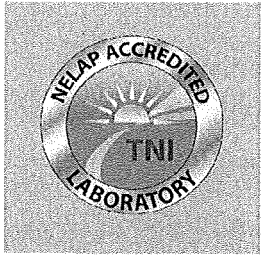
Project Manager: Chris Greenberg

Number of Containers:

10/19/22 13:08

Notes

C1 This Sample was subcontracted to Laboratory ID# 06-00003



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 Altoona, PA 16603
 (814) 946-4306



NELAP: PA 07-062, VA 460212
 State Certifications: MD 275, WV 364

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Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: CLIENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

10/19/22 13:08

Definitions:

If surrogate values are not within the indicated range, then the results are considered to be estimated.

Reporting limits are adjusted accordingly when samples are analyzed at a dilution due to the matrix.

+ MBAS, calculated as LAS, mol wt 348

If the solid sample weight for VOC analysis does not fall within the 3.5-6.5 gram range, the results are considered estimated values.

Unless otherwise noted, all results for solids are reported on a dry weight basis.

Samples collected by Fairway Laboratories' personnel are done so in accordance with Standard Operating Procedures established by Fairway Laboratories.

The following analyses are to be performed immediately upon sampling: pH, sulfite, chlorine residual, dissolved oxygen, filtration for ortho phosphorus, and ferrous iron. The date and time reported reflect the time the samples were analyzed at the laboratory; and should be considered as analyzed outside the EPA holding time.

^ The following analytes are to be filtered immediately upon sampling: Hexavalent Chromium. Filtration through a 0.45 micron filter within 15 minutes of sampling is required for compliance with the Clean Water Act (CWA) for reporting of hexavalent chromium to prevent interconversion of chromium species.

* **Analysis location indicator:**

D: Indicates analysis performed by Fairway Laboratories, Inc., 40 Hoover Ave., DuBois, PA 15801. PA DEP Chapter 252 certification: PA 33-00258.

E: Indicates analysis performed by Fairway Laboratories, Inc., 1920 East 38th Street, Erie, PA 16510. NELAP certification: PA 25-05907.

P: Indicates analysis performed by Fairway Laboratories, Inc., 89 Kristi Rd., Pennsdale, PA 17756. PA DEP Chapter 252 certification: PA 41-04684.

W: Indicates analysis performed by Fairway Laboratories, Inc., 1980 Golden Mile Rd., Wysox, PA 18854. NELAP certification: PA 08-05622 and NY 12127.

< Represents "less than" - indicates that the result was less than the RL, or the MDL if indicated for the parameter.

MDL Method Detection Limit - is the lowest or minimum level that provides 99% confidence level that the analyte is detected. Any reported result values that are less than the RL are considered estimated values. If Radiological results are reported, the MDC - Minimum Detectable Concentration is shown in the MDL column.

RL Reporting Limit - is the lowest or minimum level at which the analyte can be quantified.

Fairway Laboratories, Inc.

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2019 Ninth Avenue
 PO Box 1925
 Altoona, PA 16603
 (814) 946-4306



NELAP: PA 07-062, VA 460212
 State Certifications: MD 275, WV 364

www.fairwaylaboratories.com

Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: CLIENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

10/19/22 13:08

Definitions Continued:

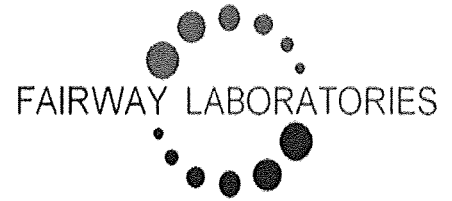
- [CALC] Indicates a calculated result. Calculations use results from other analyses performed under accredited methods.
- ND Non Detect. The noted analyte was not detected in the sample.

(-) Method Revision Indicator - West Virginia Samples

- EPA 8270D - : Indicates that samples collected in West Virginia are analyzed by Method SW 8270E.
- EPA 8260B - : Indicates that samples collected in West Virginia are analyzed by Method SW 8260D.
- EPA 8015D - : Indicates that samples collected in West Virginia are analyzed by Method SW 8015C.
- EPA 1010 - : Indicates that samples collected in West Virginia are analyzed by Method SW 1010B.
- EPA 6010B - : Indicates that samples collected in West Virginia are analyzed by Method SW 6010D.



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Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: CLIENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

10/19/22 13:08

Terms & Conditions

Services provided by Fairway Laboratories Inc. are limited to the terms and conditions stated herein, unless otherwise agreed to in a formal contract.

CHAIN OF CUSTODY Fairway Laboratories Inc. ("Fairway," "us" or "we") will initiate a chain-of-custody/request for analysis upon sample receipt unless the client includes a completed form with the received sample(s). Upon request, Fairway will provide chain-of-custody forms for use.

CONFIDENTIALITY Fairway maintains confidentiality in all of our client interactions. The client's consent will be required before releasing information about the services provided.

CONTRACTS All contracts are subject to review and approval by Fairway's legal council. Each contract must be signed by a corporate officer.

PAYMENT/BILLING Unless otherwise set forth in a signed contract or purchase order, terms of payment are "NET 30 Days." The time allowed for payment shall begin based on the invoice date. A 1.5% per month service charge may be added to all unpaid balances beyond the initial 30 days. In its sole discretion, Fairway reserves the right to request payment before services and hold sample results for payment of due balances. We will not bill a third party without prior agreement among all parties acknowledging and accepting responsibility for payment.

SAMPLE COLLECTION AND SUBMISSION Clients not requesting collection services from Fairway are responsible for proper collection, preservation, packaging, and delivery of samples to the laboratory in accordance with current law and commercial practice. Fairway shall have no responsibility for sample integrity prior to the receipt of the sample(s) and/or for any inaccuracy in test or analyses results as a result of the failure of the client or any third party to maintain the integrity of samples prior to delivery to Fairway. All samples submitted must be accompanied by a completed chain of custody or similar document clearly noting the requested analyses, dates/time sampled, client contact information, and trail of custody. Samples received at the laboratory after business hours are verified on the next business day. Discrepancies are documented on the Receiving Document.

SUBCONTRACTING Some analyses may require subcontracting to another laboratory. Unless the client indicates otherwise, this decision will be made by Fairway. Subcontracted work will be identified on the final report in accordance with NELAC requirements.

RETURN OF RESULTS Fairway routinely provides faxed or verbal results within 10 working days of receipt of sample(s) and a hard copy of the data results is routinely received via US Postal Service within 15 working days. At the request of the client, Fairway may offer expedited return of sample results. Surcharges may apply to rush requests. All rush requests must be pre-approved by Fairway. We reserve the right to charge an archive retrieval fee for results older than one (1) year from the date of the request. All records will be maintained by Fairway for 5 years, after which, they will be destroyed.

SAMPLE DISPOSAL Fairway will maintain samples for four (4) weeks after the sample receipt date. Fairway will dispose of samples which are not and/or do not contain hazardous wastes (as such term is defined by applicable federal or state law), unless prior arrangements have been made for long-term storage. Fairway reserves the right to charge a disposal fee for the proper disposal of samples found or suspected to contain hazardous waste. A return shipping charge will be invoiced for samples returned to the client at their request.

HAZARD COMMUNICATION The client has the responsibility to inform the laboratory of any hazardous characteristics known or suspected about the sample, and to provide information on hazard prevention and personal protection as necessary or otherwise required by applicable law.

WARRANTY AND LIMITATION OF LIABILITY For services rendered, Fairway warrants that it will apply its best scientific knowledge and judgment and to employ its best level of effort consistent with professional standards within the environmental testing industry in performing the analytical services requested by its clients. We disclaim any other warranties, expressed or implied by law. Fairway does not accept any legal responsibility for the purposes for which client uses the test results.

LITIGATION All costs associated with compliance to any subpoena for documents, for testimony in a court of law, or for any other purpose relating to work performed by Fairway Laboratories, Inc. shall be invoiced by Fairway and paid by client. These costs shall include, but are not limited to, hourly charges for the persons involved, travel, mileage, and accommodations and for any and all other expenses associated with said litigation.

Fairway Laboratories, Inc.

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FLI SAMPLE RECEIPT PROTOCOL

WORK ORDER: AW16828
CLIENT: Keystone
DATE SAMPLED: 9-27-22 DATE RECEIVED: 9-28-22 TIME RECEIVED: 1415



- 1. CHECK ALL THAT APPLY: PA WV MD PWS NPDES/COMPLIANCE DAIRY RUSH
2. WERE ANY OF THE SAMPLE CONTAINERS DAMAGED/LEAKING? (ARE CUSTODY SEALS BROKEN?) YES NO

IF YES, EXPLAIN: _____

3. NUMBER OF CONTAINERS RECEIVED: 1

4. WERE THE SAMPLES RECEIVED ON ICE/OTHER ACCEPTABLE REFRIGERANT? YES NO

IF NO, EXPLAIN: _____

5. RECEIVING TEMP: 5.1°C TEMP CONTROL(S) PRESENT YES NO BOTTLE(S) TEMPED: 1

6. WERE THE SAMPLES PROPERLY PRESERVED? YES NO

IF NO, EXPLAIN: _____

7. WERE THE SAMPLES COLLECTED IN THE CORRECT CONTAINERS? YES NO

IF NO, EXPLAIN: _____

8. IS THERE HEADSPACE PRESENT FOR VOLATILES/ODOR SAMPLES? YES NO N/A

9. WAS THE COC FILLED OUT PROPERLY? YES NO

IF NO, EXPLAIN: _____

10. DID THE SAMPLE LABEL(S) CONTAIN ADEQUATE INFO? (CLIENT/DATE/TIME/PRESERVATIVE) YES NO

IF NO, EXPLAIN: _____

11. WERE ANY OF THE SAMPLES RECEIVED OUTSIDE OF HOLDING TIME? YES NO

IF YES, EXPLAIN: _____

12. DO THE SAMPLES REQUIRE ANALYSES THAT HAVE A SHORT HOLDING TIME? YES NO

IF YES, WHAT ANALYSES? _____ PLEASE NOTIFY LABORATORY ANALYSTS!

13. IS SUBCONTRACTING REQUIRED? YES NO 9/30/22 W3B

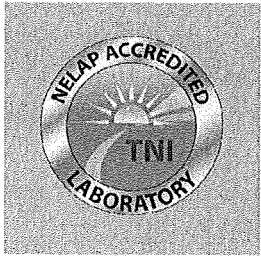
IF YES, WHAT ANALYSES? As

14. WAS THE CLIENT CONTACTED? IF YES, FILL OUT THE FOLLOWING:

FLI EMPLOYEE INITIALS: _____ CLIENT SPOKEN TO: _____ DATE/TIME: _____

OUTCOME: _____

SIGNATURE: [Signature]



2019 Ninth Avenue
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 (814) 946-4306



NELAP: PA 07-062, VA 460212
 State Certifications: MD 275, WV 364

www.fairwaylaboratories.com

Keystone Water Systems

80 Lake St.

Stoneboro PA, 16153

Project Manager: Chris Greenberg

Project: CONNEAUT LAKE PARK
 QUARTERLY

Project Number: [none]

Collector: Client

Number of Containers:

Reported:

07/28/21 09:27

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Sample Type	Date Sampled	Date Received
101 Conn. Lake Park	1G16126-01	Water	Grab	07/14/21 09:35	07/14/21 16:20

Client Sample ID: 101 Conn. Lake Park

Date/Time Sampled: 07/14/21 09:35

Laboratory Sample ID: 1G16126-01 (Water/Grab)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
---------	--------	-----	----	-------	----------------------	-------------------	-----------	------

Subcontracted EPA 200.8

Arsenic	2.0		1.0	µg/L	07/22/21 13:38	EPA 200.8	SUB	C1
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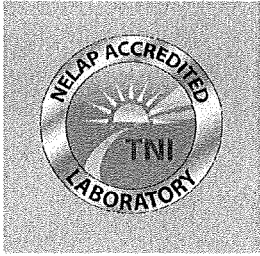
Fairway Laboratories, Inc.

Reviewed and Submitted by:

Michael P. Tyler
 Laboratory Director

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State Certifications: MD 275, WV 364

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Keystone Water Systems
80 Lake St.
Stoncboro PA, 16153
Project Manager: Chris Greenberg

Project: CONNEAUT LAKE PARK
QUARTERLY
Project Number: [none]
Collector: Client
Number of Containers:

Reported:
07/28/21 09:27

Notes

C1 This Sample was subcontracted to Laboratory ID# 56-00306



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 (814) 946-4306



NELAP: PA 07-062, VA 460212
 State Certifications: MD 275, WV 364

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Keystone Water Systems

80 Lake St.

Stoneboro PA, 16153

Project Manager: Chris Greenberg

Project: CONNEAUT LAKE PARK
 QUARTERLY

Project Number: [none]

Collector: Client

Reported:

07/28/21 09:27

Number of Containers:

Definitions:

If surrogate values are not within the indicated range, then the results are considered to be estimated.

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+ MBAS, calculated as LAS, mol wt 348

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Keystone Water Systems

80 Lake St.

Stoneboro PA, 16153

Project Manager: Chris Greenberg

Project: CONNEAUT LAKE PARK
QUARTERLY

Project Number: [none]

Collector: Client

Reported:

07/28/21 09:27

Number of Containers:

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WARRANTY AND LIMITATION OF LIABILITY For services rendered, Fairway warrants that it will apply its best scientific knowledge and judgment and to employ its best level of effort consistent with professional standards within the environmental testing industry in performing the analytical services requested by its clients. We disclaim any other warranties, expressed or implied by law. Fairway does not accept any legal responsibility for the purposes for which client uses the test results.

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FAIRWAY LABORATORIES, INC - DUBOIS OFFICE

40 Hoover Avenue
DuBois, PA 15801

Phone: (814) 371-6030 Fax: (814) 375-0823

CHAIN OF CUSTODY RECORD

FLI PROJECT NAME:

Conn. Lake Park

SITE LOCATION:

SAMPLER (print full name)
Client

CLIENT:

Keystone Water Systems

CONTACT:

PHONE: FAX:

ADDRESS:

COMMENTS: Conn. Lake Park PWSID 6200018

** SAMPLES MUST BE RECEIVED ON ICE **

SAMPLE TYPE CODE

DW - DRINKING WATER SO - SOLID AQ - AQUEOUS

FIELD ID NO.	LOCATION	DATE	TIME	GRAB or COMP
101	101	7/14/21	0935	X

SAMPLE TYPE (SEE CODE LIST)

NUMBER & TYPE OF CONTAINERS

1 - 250 mL Plastic

Arsenic

X

DATE

7/14/21

TIME

12:40

LOGGED IN BY:

VLW

COC #

1616126

LAB INFORMATION ONLY:
pH Checks done next to Analysis Requested.
are pH is between 3-9

RUSH FAX

SPECIAL HANDLING
(NORMAL)
QA/QC

ON ICE

YES NO

SAMPLE TEMP

2.0 °C

CLIENT:

Keystone Water Systems

CONTACT:

PHONE: FAX:

ADDRESS:

COMMENTS: Conn. Lake Park PWSID 6200018

** SAMPLES MUST BE RECEIVED ON ICE **

SAMPLE TYPE CODE

DW - DRINKING WATER SO - SOLID AQ - AQUEOUS

FIELD ID NO.	LOCATION	DATE	TIME	GRAB or COMP
101	101	7/14/21	0935	X

SAMPLE TYPE (SEE CODE LIST)

NUMBER & TYPE OF CONTAINERS

1 - 250 mL Plastic

Arsenic

X

DATE

7/14/21

TIME

12:40

LOGGED IN BY:

VLW

COC #

1616126

LAB INFORMATION ONLY:
pH Checks done next to Analysis Requested.
are pH is between 3-9

RUSH FAX

SPECIAL HANDLING
(NORMAL)
QA/QC

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Page 5 of 6

FLI SAMPLE RECEIPT PROTOCOL

WORK ORDER: 1 G 16126
CLIENT: Keystone - Conn. Lake Park
DATE SAMPLED: 7/14/21 DATE RECEIVED: 7/14/21 TIME RECEIVED: 16:20



- 1. CHECK ALL THAT APPLY: PA WV MD PWS NPDES/COMPLIANCE DAIRY RUSH
2. WERE ANY OF THE SAMPLE CONTAINERS DAMAGED/LEAKING? (ARE CUSTODY SEALS BROKEN?) YES NO

IF YES, EXPLAIN: _____

3. NUMBER OF CONTAINERS RECEIVED: 1

- 4. WERE THE SAMPLES RECEIVED ON ICE/OTHER ACCEPTABLE REFRIGERANT? YES NO

IF NO, EXPLAIN: _____

5. RECEIVING TEMP: 2.0 °C TEMP CONTROL(S) PRESENT YES NO BOTTLE(S) TEMPED: 1

- 6. WERE THE SAMPLES PROPERLY PRESERVED? YES NO

IF NO, EXPLAIN: _____

- 7. WERE THE SAMPLES COLLECTED IN THE CORRECT CONTAINERS? YES NO

IF NO, EXPLAIN: _____

- 8. IS THERE HEADSPACE PRESENT FOR VOLATILES/ODOR SAMPLES? YES NO N/A

- 9. WAS THE COC FILLED OUT PROPERLY? YES NO

IF NO, EXPLAIN: _____

- 10. DID THE SAMPLE LABEL(S) CONTAIN ADEQUATE INFO? (CLIENT/DATE/TIME/PRESERVATIVE) YES NO

IF NO, EXPLAIN: No chain included w/sample / filled one out w/info from bottles

- 11. WERE ANY OF THE SAMPLES RECEIVED OUTSIDE OF HOLDING TIME? YES NO

IF YES, EXPLAIN: _____

- 12. DO THE SAMPLES REQUIRE ANALYSES THAT HAVE A SHORT HOLDING TIME? YES NO

IF YES, WHAT ANALYSES? _____ PLEASE NOTIFY LABORATORY ANALYSTS!

- 13. IS SUBCONTRACTING REQUIRED? YES NO

IF YES, WHAT ANALYSES? _____

- 14. WAS THE CLIENT CONTACTED? IF YES, FILL OUT THE FOLLOWING:

FLI EMPLOYEE INITIALS: _____ CLIENT SPOKEN TO: _____ DATE/TIME: _____

OUTCOME: _____

SIGNATURE: Chad Halverson



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 Altoona, PA 16603
 (814) 946-4306



NELAP: PA 07-062, VA 460212
 State Certifications: MD 275, WV 364

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Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: CLIENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

07/21/22 09:20

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Sample Type	Date Sampled	Date Received
EP101	AWF5917-01	Water	Grab	06/21/22 13:54	06/22/22 16:15

Client Sample ID: EP101

Date/Time Sampled: 06/21/22 13:54

Laboratory Sample ID: AWF5917-01 (Water/Grab)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
---------	--------	-----	----	-------	----------------------	-------------------	-----------	------

Subcontracted Total Metals

Arsenic	0.004		0.001	mg/l	06/30/22 05:57	EPA 200.8 Rev 5.4	SUB	C1
---------	-------	--	-------	------	----------------	----------------------	-----	----

Fairway Laboratories, Inc.

Reviewed and Submitted by:

Michael P. Tyler
 Laboratory Director

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Keystone Water Systems
80 Lake St.
Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: CLIENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

07/21/22 09:20

Notes

C1 This Sample was subcontracted to Laboratory ID# 06-00003



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 Altoona, PA 16603
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NELAP: PA 07-062, VA 460212
 State Certifications: MD 275, WV 364

www.fairwaylaboratories.com

Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conncaut Lake Park

Project Number: [none]

Collector: CLIENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

07/21/22 09:20

Definitions:

If surrogate values are not within the indicated range, then the results are considered to be estimated.

Reporting limits are adjusted accordingly when samples are analyzed at a dilution due to the matrix.

+ MBAS, calculated as LAS, mol wt 348

If the solid sample weight for VOC analysis does not fall within the 3.5-6.5 gram range, the results are considered estimated values.

Unless otherwise noted, all results for solids are reported on a dry weight basis.

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E: Indicates analysis performed by Fairway Laboratories, Inc., 1920 East 38th Street, Erie, PA 16510. NELAP certification: PA 25-05907.

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< Represents "less than" - indicates that the result was less than the RL, or the MDL if indicated for the parameter.

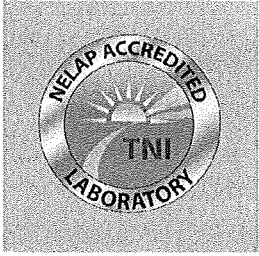
MDL Method Detection Limit - is the lowest or minimum level that provides 99% confidence level that the analyte is detected. Any reported result values that are less than the RL are considered estimated values. If Radiological results are reported, the MDC - Minimum Detectable Concentration is shown in the MDL column.

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NELAP: PA 07-062, VA 460212
State Certifications: MD 275, WV 364

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Keystone Water Systems
80 Lake St.
Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: CLIENT

Reported:

Project Manager: Chris Greenberg

Number of Containers:

07/21/22 09:20

Definitions Continued:

[CALC] Indicates a calculated result. Calculations use results from other analyses performed under accredited methods.

ND Non Detect. The noted analyte was not detected in the sample.

(-) Method Revision Indicator - West Virginia Samples

EPA 8270D - : Indicates that samples collected in West Virginia are analyzed by Method SW 8270E.

EPA 8260B - : Indicates that samples collected in West Virginia are analyzed by Method SW 8260D.

EPA 8015D - : Indicates that samples collected in West Virginia are analyzed by Method SW 8015C.

EPA 1010 - : Indicates that samples collected in West Virginia are analyzed by Method SW 1010B.

EPA 6010B - : Indicates that samples collected in West Virginia are analyzed by Method SW 6010D.

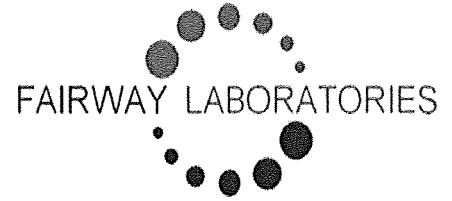
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Project Number: [none]

Collector: CLIENT

Reported:

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Number of Containers:

07/21/22 09:20

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CONFIDENTIALITY Fairway maintains confidentiality in all of our client interactions. The client's consent will be required before releasing information about the services provided.

CONTRACTS All contracts are subject to review and approval by Fairway's legal council. Each contract must be signed by a corporate officer.

PAYMENT/BILLING Unless otherwise set forth in a signed contract or purchase order, terms of payment are "NET 30 Days." The time allowed for payment shall begin based on the invoice date. A 1.5% per month service charge may be added to all unpaid balances beyond the initial 30 days. In its sole discretion, Fairway reserves the right to request payment before services and hold sample results for payment of due balances. We will not bill a third party without prior agreement among all parties acknowledging and accepting responsibility for payment.

SAMPLE COLLECTION AND SUBMISSION Clients not requesting collection services from Fairway are responsible for proper collection, preservation, packaging, and delivery of samples to the laboratory in accordance with current law and commercial practice. Fairway shall have no responsibility for sample integrity prior to the receipt of the sample(s) and/or for any inaccuracy in test or analyses results as a result of the failure of the client or any third party to maintain the integrity of samples prior to delivery to Fairway. All samples submitted must be accompanied by a completed chain of custody or similar document clearly noting the requested analyses, dates/time sampled, client contact information, and trail of custody. Samples received at the laboratory after business hours are verified on the next business day. Discrepancies are documented on the Receiving Document.

SUBCONTRACTING Some analyses may require subcontracting to another laboratory. Unless the client indicates otherwise, this decision will be made by Fairway. Subcontracted work will be identified on the final report in accordance with NELAC requirements.

RETURN OF RESULTS Fairway routinely provides faxed or verbal results within 10 working days of receipt of sample(s) and a hard copy of the data results is routinely received via US Postal Service within 15 working days. At the request of the client, Fairway may offer expedited return of sample results. Surcharges may apply to rush requests. All rush requests must be pre-approved by Fairway. We reserve the right to charge an archive retrieval fee for results older than one (1) year from the date of the request. All records will be maintained by Fairway for 5 years, after which, they will be destroyed.

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HAZARD COMMUNICATION The client has the responsibility to inform the laboratory of any hazardous characteristics known or suspected about the sample, and to provide information on hazard prevention and personal protection as necessary or otherwise required by applicable law.

WARRANTY AND LIMITATION OF LIABILITY For services rendered, Fairway warrants that it will apply its best scientific knowledge and judgment and to employ its best level of effort consistent with professional standards within the environmental testing industry in performing the analytical services requested by its clients. We disclaim any other warranties, expressed or implied by law. Fairway does not accept any legal responsibility for the purposes for which client uses the test results.

LITIGATION All costs associated with compliance to any subpoena for documents, for testimony in a court of law, or for any other purpose relating to work performed by Fairway Laboratories, Inc. shall be invoiced by Fairway and paid by client. These costs shall include, but are not limited to, hourly charges for the persons involved, travel, mileage, and accommodations and for any and all other expenses associated with said litigation.

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FLI SAMPLE RECEIPT PROTOCOL

WORK ORDER: AWF5917
CLIENT: Keystone
DATE SAMPLED: 6-21-22 DATE RECEIVED: 6-22-22 TIME RECEIVED: 1615



- 1. CHECK ALL THAT APPLY: PA WV MD PWS NPDES/COMPLIANCE DAIRY RUSH
2. WERE ANY OF THE SAMPLE CONTAINERS DAMAGED/LEAKING? (ARE CUSTODY SEALS BROKEN?) YES NO

IF YES, EXPLAIN: _____

3. NUMBER OF CONTAINERS RECEIVED: 1

4. WERE THE SAMPLES RECEIVED ON ICE/OTHER ACCEPTABLE REFRIGERANT? YES NO

IF NO, EXPLAIN: _____

5. RECEIVING TEMP: 4.6°C TEMP CONTROL(S) PRESENT YES NO BOTTLE(S) TEMPED: 1

6. WERE THE SAMPLES PROPERLY PRESERVED? YES NO

IF NO, EXPLAIN: _____

7. WERE THE SAMPLES COLLECTED IN THE CORRECT CONTAINERS? YES NO

IF NO, EXPLAIN: _____

8. IS THERE HEADSPACE PRESENT FOR VOLATILES/ODOR SAMPLES? YES NO N/A

9. WAS THE COC FILLED OUT PROPERLY? YES NO

IF NO, EXPLAIN: _____

10. DID THE SAMPLE LABEL(S) CONTAIN ADEQUATE INFO? (CLIENT/DATE/TIME/PRESERVATIVE) YES NO

IF NO, EXPLAIN: _____

11. WERE ANY OF THE SAMPLES RECEIVED OUTSIDE OF HOLDING TIME? YES NO

IF YES, EXPLAIN: _____

12. DO THE SAMPLES REQUIRE ANALYSES THAT HAVE A SHORT HOLDING TIME? YES NO

IF YES, WHAT ANALYSES? _____ PLEASE NOTIFY LABORATORY ANALYSTS!

13. IS SUBCONTRACTING REQUIRED? YES NO 6-27-22 WSB

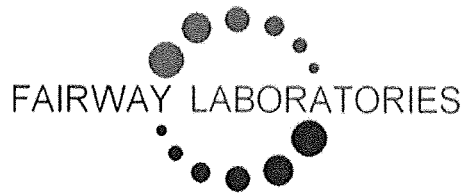
IF YES, WHAT ANALYSES? As

14. WAS THE CLIENT CONTACTED? IF YES, FILL OUT THE FOLLOWING:

FLI EMPLOYEE INITIALS: _____ CLIENT SPOKEN TO: _____ DATE/TIME: _____

OUTCOME: _____

SIGNATURE: [Signature]



INVOICE

Invoice To:

Chris Greenberg
Keystone Water Systems
80 Lake St.
Stoneboro, PA 16153

Invoice Number

2211934-Keystone Water Systems

Remit To:

Accounts Receivable
Fairway Laboratories, Inc.
2019 Ninth Avenue
Altoona, PA 16602
814-946-4306

PO Number

Invoiced On:

09/12/22

Received

08/24/22

Project

Drinking Water Conneaut Lake Park

Client

Chris Greenberg
Keystone Water Systems

Terms

NET 30

Project Number

[none]

Project Manager

Diane R Kisner

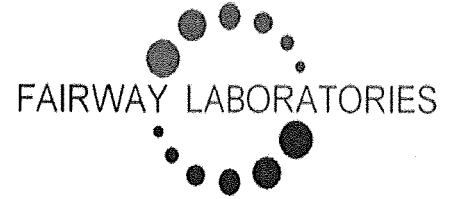
Lab ID Number(s)

AWH6504

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
1	V-524.2 THM	Water	\$60.00	\$60.00
1	SV-HAA 552.2	Water	\$100.00	\$100.00
			Invoice Total:	\$160.00



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Keystone Water Systems

80 Lake St.

Stoneboro PA, 16153

Project Manager: Chris Greenberg

Project: CONNEAUT LAKE PARK

QUARTERLY

Project Number: [none]

Reported:

Collector: CLIENT

04/12/21 09:22

Number of Containers: 1

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Sample Type	Date Sampled	Date Received
101EQ	1D02108-01	Water	Grab	03/29/21 15:33	03/31/21 17:30

Client Sample ID: 101EQ

Date/Time Sampled: 03/29/21 15:33

Laboratory Sample ID: 1D02108-01 (Water/Grab)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
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Subcontracted Metals

Arsenic, Total	<0.003		0.003	mg/L	04/08/21 15:08	EPA 200.8	sub	C1
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Fairway Laboratories, Inc.

Reviewed and Submitted by:

Michael P. Tyler
 Laboratory Director

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Keystone Water Systems

80 Lake St.

Stoneboro PA, 16153

Project Manager: Chris Greenberg

Project: CONNEAUT LAKE PARK
QUARTERLY

Project Number: [none]

Collector: CLIENT

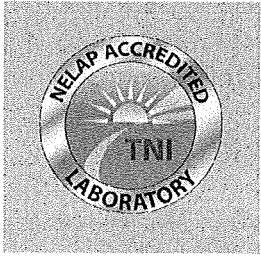
Number of Containers: 1

Reported:

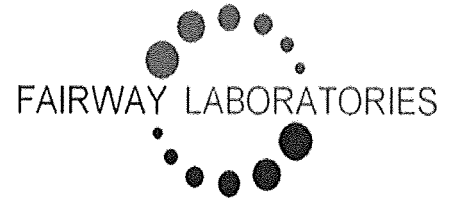
04/12/21 09:22

Notes

C1 This Sample was subcontracted to Laboratory ID# 22-293



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NELAP: PA 07-062, VA 460212
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Keystone Water Systems
 80 Lake St.
 Stoneboro PA, 16153
 Project Manager: Chris Greenberg

Project: CONNEAUT LAKE PARK
 QUARTERLY
 Project Number: [none] **Reported:**
 Collector: CLIENT 04/12/21 09:22
 Number of Containers: 1

Definitions:

If surrogate values are not within the indicated range, then the results are considered to be estimated.

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+ MBAS, calculated as LAS, mol wt 348

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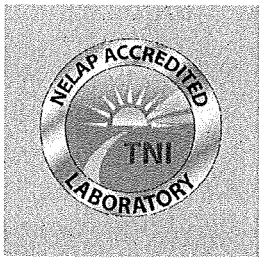
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Keystone Water Systems

80 Lake St.

Stoneboro PA, 16153

Project Manager: Chris Greenberg

Project: CONNEAUT LAKE PARK

QUARTERLY

Project Number: [none]

Reported:

Collector: CLIENT

04/12/21 09:22

Number of Containers: 1

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Chain of Custody Receiving Document

Receiver: MR

Page 2 of 2

Date/Time of this check: 4/1/21 0820

Client: KeyStone Water Systems

Lab # 1002108

Received on ICE? * Sample Temperature when delivered to the Lab: 4.9 °C Acceptable? * or In cool down process? *

Custody Seals? Intact? Morning Temperature Verification <6°C (if applicable): *(Not applicable for WV compliance)*

COC/Labels on bottles agree? * Correct containers for all the analysis requested? * Matrix: Water

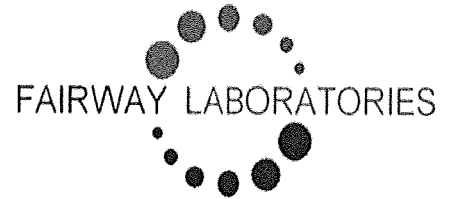
COC #	Number and Type of BOTTLES										Comments
	Poly Non-Pres.	Poly H2SO4	Poly HNO3	Amber H2SO4	Amber Non-Pres.	Poly NaOH	VOCS (Head space?)	Other	Properly Preserved	Bacti	
101 E a								<input type="checkbox"/> *	<input type="checkbox"/> *		* Internal proficiency completed for deviations

<p>* DEVIATION PRESENT:</p> <p><input type="checkbox"/> No Ice ()</p> <p><input type="checkbox"/> Not at Proper Temperature ()</p> <p><input type="checkbox"/> Wrong Container ()</p> <p><input type="checkbox"/> Missing Information: ()</p>	<p>CLIENT CALLED:</p> <p>YES ()</p> <p>By Whom: _____</p> <p>Date: _____</p>
<p>CLIENT RESPONSE:</p> <p>Proceed with analysis; quality data ()</p> <p>Will Resample ()</p> <p>Provided Information ()</p> <p>No Response; Proceed and qualified ()</p> <p>Client Contact: _____ Date: _____</p>	

* Comments: _____



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Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: Client

Reported:

Project Manager: Chris Greenberg

Number of Containers:

03/30/22 14:38

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Sample Type	Date Sampled	Date Received
EP 101	AWC2183-01	Water	Grab	03/08/22 14:03	03/09/22 15:20

Client Sample ID: EP 101

Date/Time Sampled: 03/08/22 14:03

Laboratory Sample ID: AWC2183-01 (Water/Grab)

Analyte	Result	MDL	RL	Units	Date / Time Analyzed	Analytical Method	* Analyst	Note
---------	--------	-----	----	-------	----------------------	-------------------	-----------	------

Subcontracted Metals

Arsenic, Total	<0.0015		0.0015	mg/L	03/28/22 12:50	EPA 200.8	sub	C1, U
----------------	---------	--	--------	------	----------------	-----------	-----	-------

Fairway Laboratories, Inc.

Reviewed and Submitted by:

Michael P. Tyler
 Laboratory Director

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80 Lake St.
Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: Client

Reported:

Project Manager: Chris Greenberg

Number of Containers:

03/30/22 14:38

Notes

- C1 This Sample was subcontracted to Laboratory ID# 22-293
- U Indicates that the analyte was Not Detected (ND)



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Project Number: [none]

Collector: Client

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Project Manager: Chris Greenberg

Number of Containers:

03/30/22 14:38

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RL Reporting Limit - is the lowest or minimum level at which the analyte can be quantified.

Fairway Laboratories, Inc.

Fairway Labs in Altoona, PA is a NELAP (National Environmental Laboratory Accreditation Program) accredited lab, and as such, certifies that all applicable test results meet the requirements of NELAP, unless otherwise stated on the analytical report.

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



2019 Ninth Avenue
 PO Box 1925
 Altoona, PA 16603
 (814) 946-4306



NELAP: PA 07-062, VA 460212
 State Certifications: MD 275, WV 364

www.fairwaylaboratories.com

Keystone Water Systems
 80 Lake St.
 Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: Client

Reported:

Project Manager: Chris Greenberg

Number of Containers:

03/30/22 14:38

Definitions Continued:

[CALC] Indicates a calculated result. Calculations use results from other analyses performed under accredited methods.

ND Non Detect. The noted analyte was not detected in the sample.

(-) Method Revision Indicator - West Virginia Samples

- EPA 8270D - : Indicates that samples collected in West Virginia are analyzed by Method SW 8270E.
- EPA 8260B - : Indicates that samples collected in West Virginia are analyzed by Method SW 8260D.
- EPA 8015D - : Indicates that samples collected in West Virginia are analyzed by Method SW 8015C.
- EPA 1010 - : Indicates that samples collected in West Virginia are analyzed by Method SW 1010B.
- EPA 6010B - : Indicates that samples collected in West Virginia are analyzed by Method SW 6010D.



2019 Ninth Avenue
PO Box 1925
Altoona, PA 16603
(814) 946-4306



NELAP: PA 07-062, VA 460212
State Certifications: MD 275, WV 364

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Keystone Water Systems
80 Lake St.
Stoneboro, PA 16153

Project: Drinking Water Conneaut Lake Park

Project Number: [none]

Collector: Client

Reported:

Project Manager: Chris Greenberg

Number of Containers:

03/30/22 14:38

Terms & Conditions

Services provided by Fairway Laboratories Inc. are limited to the terms and conditions stated herein, unless otherwise agreed to in a formal contract.

CHAIN OF CUSTODY Fairway Laboratories Inc. ("Fairway," "us" or "we") will initiate a chain-of-custody/request for analysis upon sample receipt unless the client includes a completed form with the received sample(s). Upon request, Fairway will provide chain-of-custody forms for use.

CONFIDENTIALITY Fairway maintains confidentiality in all of our client interactions. The client's consent will be required before releasing information about the services provided.

CONTRACTS All contracts are subject to review and approval by Fairway's legal council. Each contract must be signed by a corporate officer.

PAYMENT/BILLING Unless otherwise set forth in a signed contract or purchase order, terms of payment are "NET 30 Days." The time allowed for payment shall begin based on the invoice date. A 1.5% per month service charge may be added to all unpaid balances beyond the initial 30 days. In its sole discretion, Fairway reserves the right to request payment before services and hold sample results for payment of due balances. We will not bill a third party without prior agreement among all parties acknowledging and accepting responsibility for payment.

SAMPLE COLLECTION AND SUBMISSION Clients not requesting collection services from Fairway are responsible for proper collection, preservation, packaging, and delivery of samples to the laboratory in accordance with current law and commercial practice. Fairway shall have no responsibility for sample integrity prior to the receipt of the sample(s) and/or for any inaccuracy in test or analyses results as a result of the failure of the client or any third party to maintain the integrity of samples prior to delivery to Fairway. All samples submitted must be accompanied by a completed chain of custody or similar document clearly noting the requested analyses, dates/time sampled, client contact information, and trail of custody. Samples received at the laboratory after business hours are verified on the next business day. Discrepancies are documented on the Receiving Document.

SUBCONTRACTING Some analyses may require subcontracting to another laboratory. Unless the client indicates otherwise, this decision will be made by Fairway. Subcontracted work will be identified on the final report in accordance with NELAC requirements.

RETURN OF RESULTS Fairway routinely provides faxed or verbal results within 10 working days of receipt of sample(s) and a hard copy of the data results is routinely received via US Postal Service within 15 working days. At the request of the client, Fairway may offer expedited return of sample results. Surcharges may apply to rush requests. All rush requests must be pre-approved by Fairway. We reserve the right to charge an archive retrieval fee for results older than one (1) year from the date of the request. All records will be maintained by Fairway for 5 years, after which, they will be destroyed.

SAMPLE DISPOSAL Fairway will maintain samples for four (4) weeks after the sample receipt date. Fairway will dispose of samples which are not and/or do not contain hazardous wastes (as such term is defined by applicable federal or state law), unless prior arrangements have been made for long-term storage. Fairway reserves the right to charge a disposal fee for the proper disposal of samples found or suspected to contain hazardous waste. A return shipping charge will be invoiced for samples returned to the client at their request.

HAZARD COMMUNICATION The client has the responsibility to inform the laboratory of any hazardous characteristics known or suspected about the sample, and to provide information on hazard prevention and personal protection as necessary or otherwise required by applicable law.

WARRANTY AND LIMITATION OF LIABILITY For services rendered, Fairway warrants that it will apply its best scientific knowledge and judgment and to employ its best level of effort consistent with professional standards within the environmental testing industry in performing the analytical services requested by its clients. We disclaim any other warranties, expressed or implied by law. Fairway does not accept any legal responsibility for the purposes for which client uses the test results.

LITIGATION All costs associated with compliance to any subpoena for documents, for testimony in a court of law, or for any other purpose relating to work performed by Fairway Laboratories, Inc. shall be invoiced by Fairway and paid by client. These costs shall include, but are not limited to, hourly charges for the persons involved, travel, mileage, and accommodations and for any and all other expenses associated with said litigation.

Fairway Laboratories, Inc.

Fairway Labs in Altoona, PA is a NELAP (National Environmental Laboratory Accreditation Program) accredited lab, and as such, certifies that all applicable test results meet the requirements of NELAP, unless otherwise stated on the analytical report.

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

FLI SAMPLE RECEIPT PROTOCOL

WORK ORDER:

AWC 2183

CLIENT: Keystone Water Systems - Conneaut Lake Park

DATE SAMPLED: 3-8-22 DATE RECEIVED: 3-9-22 TIME RECEIVED: 15:20



1. CHECK ALL THAT APPLY: PA WV MD PWS NPDES/COMPLIANCE DAIRY RUSH

2. WERE ANY OF THE SAMPLE CONTAINERS DAMAGED/LEAKING? (ARE CUSTODY SEALS BROKEN?) YES NO

IF YES, EXPLAIN: _____

3. NUMBER OF CONTAINERS RECEIVED: 1

4. WERE THE SAMPLES RECEIVED ON ICE/OTHER ACCEPTABLE REFRIGERANT? YES NO

IF NO, EXPLAIN: _____

5. RECEIVING TEMP: 2.4 °C TEMP CONTROL(S) PRESENT YES NO BOTTLE(S) TEMPED: 1

6. WERE THE SAMPLES PROPERLY PRESERVED? YES NO

IF NO, EXPLAIN: _____

7. WERE THE SAMPLES COLLECTED IN THE CORRECT CONTAINERS? YES NO

IF NO, EXPLAIN: _____

8. IS THERE HEADSPACE PRESENT FOR VOLATILES/ODOR SAMPLES? YES NO N/A

9. WAS THE COC FILLED OUT PROPERLY? YES NO

IF NO, EXPLAIN: _____

10. DID THE SAMPLE LABEL(S) CONTAIN ADEQUATE INFO? (CLIENT/DATE/TIME/PRESERVATIVE) YES NO

IF NO, EXPLAIN: _____

11. WERE ANY OF THE SAMPLES RECEIVED OUTSIDE OF HOLDING TIME? YES NO

IF YES, EXPLAIN: _____

12. DO THE SAMPLES REQUIRE ANALYSES THAT HAVE A SHORT HOLDING TIME? YES NO

IF YES, WHAT ANALYSES? _____ PLEASE NOTIFY LABORATORY ANALYSTS!

13. IS SUBCONTRACTING REQUIRED? YES NO

IF YES, WHAT ANALYSES? _____

14. WAS THE CLIENT CONTACTED? IF YES, FILL OUT THE FOLLOWING:

FLI EMPLOYEE INITIALS: _____ CLIENT SPOKEN TO: _____ DATE/TIME: _____

OUTCOME: _____

SIGNATURE: Chad Holna

Pennsylvania Public Utility Commission

v.

Conneaut Lake Park Water Company

Docket No. R-2023-3041575

**Interrogatories of the Office of Consumer Advocate
Set II**

11. Please refer to the letter discussed in the above question. Ms. Hoover also indicated “some samples were to be taken in 2021 but were taken in 2022”. What is the reason samples were not taken until 2022?

RESPONSE:

The lab did not supply the appropriate bottles within the specified time frame put forth by PA DEP. The samples were collected and analyzed after the due date which requires a public notification to the customers. There were no issues with the results of the samples once they were taken.

Responsible Witness: Chris Greenberg

Date: 12-7-23

Pennsylvania Public Utility Commission

v.

Conneaut Lake Park Water Company

Docket No. R-2023-3041575

Interrogatories of the Office of Consumer Advocate

Set II

12. Please refer to the letter by David Cherry included in the Complaint of the Conneaut Lake Objectors. Mr. Cherry indicated “We had our water tested soon after gaining our occupancy permit. The water test found many contaminants at levels that concerned us.”. He also indicated “We immediately installed a whole home water filtration system that costs \$4495. The system has removed the contaminants (or reduced them to levels of no concern). However, we’re still experiencing some discoloration of the water that stains our toilet bowls.”. Please provide any procedures the Company is taking to rectify its contaminated and discolored water complaints.

RESPONSE:

We are not aware of this issued raised by Mr. Cherry. We have not received any test results that he claims to have had performed. In terms of iron in the water, which we believe is the cause of any discoloration, we believe the source of any water discoloration is due to the piping and we add sodium silicate as a corrosion inhibitor.

Responsible Witness: Todd Joseph/Chris Greenberg

Date: 12-7-23

Pennsylvania Public Utility Commission

v.

Conneaut Lake Park Water Company

Docket No. R-2023-3041575

**Interrogatories of the Office of Consumer Advocate
Set II**

13. Provide a brief discussion for each of the water line breaks that occurred during the calendar years 2021, 2022 and 2023 to date. Include the following information. If exact information is not available, provide estimated information and identify it as such.
- a. Did a Company employee or customer report the break?
 - b. How many days did it take to repair the break after the break was reported?
 - c. How many customers were without water service because of the break?
 - d. What steps did the Company take to limit the number of customers affected by the break?
 - e. Did the break empty the effective storage in any water storage tank?
 - f. What did the Company do to repair the break?
 - g. What caused the break?
 - h. Was a boil water advisory issued?

RESPONSE:

The Company has not kept a record of the leaks it has had to repair in 2021 through the present. All leaks it has discovered have been repaired promptly.

Most of the leaks repairs can be discerned from the invoices that the Company has already provided in this proceeding for the years 2021 and 2022. With respect to 2023, please see the attached invoices evidencing leak repairs on the system.

Responsible Witness: Todd Joseph

Date: 12-7-23

Exhibit 13

Licensed

Fully Insured

**DC Plumbing and Contracting
10958 W. Townline Rd.
Conneaut Lake Pa 16316
Cell 1 814-282-6437
Cell 2 814-282-0413
Office 814-382-2300
DC_Contracting@hotmail.com**

[Pennsylvania Home Improvement Contractor Registration Number PA058538]

Invoice Date: 5-17-2023

Invoice for work completed at: Conneaut Lake Park
12536 Center St.
Conneaut Lake, Pa 16316

Put in PA 1 call
Tried locating valve on henry street to shut down water line but unable to locate it
Once entire system was shut down- excavated ground to expose water leak
Pumped out water and found leak
Cut out section of broken pipe and installed fittings to repair
Pressurized system to check o.k
Backfilled ditch

All labor and materials unless specifically specified in contract are included in the final price of \$1,700.00 Invoice due within 10 days of the date listed above. Failure to pay within 10 days results in an added charge of 2% each week. Invoice payable by cash, checks, or credit card. If paying by credit card a transaction fee of 4.5% of total will be added. Any bounced checks will have a fee of \$50.00. Please make checks payable to DC Contracting and if necessary mail checks to the address listed above.

Thank you.

Licensed

Fully Insured

DC Plumbing and Contracting
10958 W. Townline Rd.
Conneaut Lake Pa 16316
Cell 1 814-282-6437
Cell 2 814-282-0413
Office 814-382-2300
DC_Contracting@hotmail.com

*pd 8/30/23
CK # 674*

[Pennsylvania Home Improvement Contractor Registration Number PA058538]

Invoice Date: 8-25-2023

Invoice for work completed at: Camperland
HWY 618
Conneaut Lake, Pa 16316

Put in PA 1 call for utilities
Excavated ground to expose water line
Found 2 leaks
Had to remove existing repair clamp to reposition and reattach clamp
Installed new clamp over 2nd leak
Turned water back on to test -o.k
Flushed out line till water was clear
Backfilled ditch

All labor and materials unless specifically specified in contract are included in the final price of \$1100.00 Invoice due within 10 days of the date listed above. Failure to pay within 10 days results in and added charge of 2% each week. Invoice payable by cash, checks, or credit card. If paying by credit card a transaction fee of 4.5% of total will be added. Any bounced checks will have a fee of \$50.00. Please make checks payable to DC Contracting and if necessary mail checks to the address listed above.

Thank you.

Licensed

Fully Insured

**DC Plumbing and Contracting
10958 W. Townline Rd.
Conneaut Lake Pa 16316
Cell 1 814-282-6437
Cell 2 814-282-0413
Office 814-382-2300
DC_Contracting@hotmail.com**

[Pennsylvania Home Improvement Contractor Registration Number PA058538]

Invoice Date: 11-8-2023

Invoice for work completed at: Conneaut Lake Park
Corner of George st and center st
Conneaut Lake, Pa 16316

- Service call to check water leak
- Put in Pa 1 call
- Cut out blacktop in road
- Excavated ground to expose leak
- Hauled away all dirt
- Shut down water system
- Pumped out water
- Pumped out water
- Had to wait for a couple hours for water pressure to die down gas company would not let us dig with excavator until we had visibility to dig. Due to 4" plastic gas main right near water lines
- Found old curb box bent over and buried below ground
- Found water leak on 3/4" galvanized nipple
- Found 2nd water leak on 1" copper line
- Cut out sections of piping and replaced with new piping and fittings
- Installed new curb box and extension piece and coupling to bring to ground level
- There are 2 buffalo valve boxes in road. 1 of the boxes was misaligned and street key could not fit down on valve
- Excavated ground to remove valve box and reset overtop of valve
- Pressurized lines to test – o.k
- Picked up 2b gravel
- Backfilled ditch with gravel and tamped
- Picked up blacktop and tamped down blacktop

All labor and materials unless specifically specified in contract are included in

Licensed

Fully Insured

the final price of \$3,200.00 Invoice due within 10 days of the date listed above. Failure to pay within 10 days results in an added charge of 2% each week. Invoice payable by cash, checks, or credit card. If paying by credit card a transaction fee of 4.5% of total will be added. Any bounced checks will have a fee of \$50.00. Please make checks payable to DC Contracting and if necessary mail checks to the address listed above.

Thank you.

Paul Gosik Construction LLC

25757 Middle Road
Edinboro, PA 16412

Invoice

Date	Invoice #
3/25/2023	479

Bill To
Todd Joseph

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		3/25/2023			

Quantity	Item Code	Description	Price Each	Amount
1	02 Site Work	Repair broken water main on Park ave. Includes all pipe and repair sleeves and backfill.	5,000.00	5,000.00

			Total	\$5,000.00
--	--	--	--------------	------------

Phone #	Fax #	E-mail
814-734-5247	814-734-8520	gosikconstruction@yahoo.com

Paul Gosik Construction LLC

25757 Middle Road
Edinboro, PA 16412

Invoice

Date	Invoice #
7/15/2023	480

Bill To
Todd Joseph

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		7/15/2023			

Quantity	Item Code	Description	Price Each	Amount
1	02 Site Work	curbox replacements and replace existing water main at Mattson and park Ave. Includes all pipe, fittings and service line parts	12,000.00	12,000.00

			Total	\$12,000.00
--	--	--	--------------	-------------

Phone #	Fax #	E-mail
814-734-5247	814-734-8520	gosikconstruction@yahoo.com

Paul Gosik Construction LLC

25757 Middle Road
Edinboro, PA 16412

Invoice

Date	Invoice #
9/15/2023	482

Bill To
Todd Joseph

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		4/26/2023			

Quantity	Item Code	Description	Price Each	Amount
1	02 Site Work	Repair leaking fire hydrant on reed ave, parts and labor.	3,500.00	3,500.00

			Total	\$3,500.00
--	--	--	--------------	------------

Phone #	Fax #	E-mail
814-734-5247	814-734-8520	gosikconstruction@yahoo.com

Paul Gosik Construction LLC

25757 Middle Road
Edinboro, PA 16412

Invoice

Date	Invoice #
9/15/2023	481

Bill To
Todd Joseph

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		9/15/2023			

Quantity	Item Code	Description	Price Each	Amount
1	02 Site Work	Repair water main leak and install new water service to Dollar General.	7,200.00	7,200.00

Phone #			Fax #			E-mail			Total	\$7,200.00
814-734-5247			814-734-8520			gosikconstruction@yahoo.com				

Pennsylvania Public Utility Commission

v.

Conneaut Lake Park Water Company

Docket No. R-2023-3041575

**Interrogatories of the Office of Consumer Advocate
Set II**

14. Please provide a copy of all boil water advisories issued during the calendar years 2021, 2022 and 2023 to date.

RESPONSE:

None were issued

Responsible Witness: Chris Greenberg

Date: 12-7-23

Pennsylvania Public Utility Commission

v.

Conneaut Lake Park Water Company

Docket No. R-2023-3041575

**Interrogatories of the Office of Consumer Advocate
Set II**

15. Discuss any water outages that occurred during the calendar years 2021, 2022 and 2023 to date. For each outage, include the number customers affected, length of time of the outage, actions taken by the Company to restore service.

RESPONSE:

The Company did not keep a record of any specific water outages, but is aware that the water system or parts of it have been shut down for short periods of time during emergency leak repair situations. See the previously produced leak repair invoices for 2021 and 2022, plus the 2023 invoices supplied with these responses.

Responsible Witness: Todd Joseph/Chris Greenberg

Date: 12-7-23

**OFFICE OF CONSUMER ADVOCATE, DATA REQUESTS
SET II**

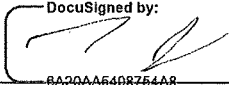
CONNEAUT LAKE PARK WATER CORPORATION

Docket No. R-2023-3041575

VERIFICATION

I, Todd Joseph, hereby state that the averments set forth in the foregoing Responses to OCA Data Requests Set II (Nos. 12, 13 and 15) at Docket No. R-2023-3041575, are true and correct to the best of my knowledge, information, and belief. 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: 12/5/2023

DocuSigned by:

6A20AA6408764A8...

Todd Joseph

OFFICE OF CONSUMER ADVOCATE, DATA REQUESTS
SET II

CONNEAUT LAKE PARK WATER CORPORATION

Docket No. R-2023-3041575

VERIFICATION

I, Chris Greenberg, hereby state that the averments set forth in the foregoing Responses to OCA Data Requests Set II (Nos. 10, 11, 12, 14, and 15) at Docket No. R-2023-3041575, are true and correct to the best of my knowledge, information, and belief. 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: Dec. 5, 2023

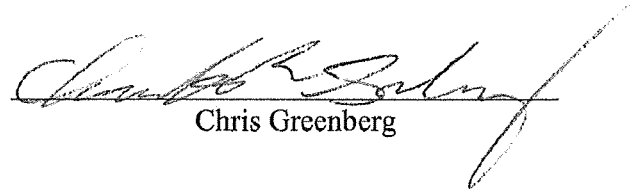

Chris Greenberg

Exhibit 13
Revised Responses to BIE
Nos. RB 3-4 - 02/01/24

BUREAU OF INVESTIGATION AND ENFORCEMENT INTERROGATORIES

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Engineer: Ethan H. Cline

I&E-RB-3 Provide all instances, dates, and amounts of tap in fees collected from both new and existing customers since the transfer of ownership of Conneaut Park Water Corporation, Inc. to the current owner.

RESPONSE:

After a thorough search of the Company's records, we have been unable to locate any records reflecting the tap fees referenced above. The Company recalls fees in the amount of \$7,500 associated with 2 builders of new construction, but cannot recall their names, and has not found any records of those amounts, in fact, being invoiced by or being paid to the Company. No fees other than fees allowed under the tariff were collected from existing customers an any time.

Responsible Witness: Todd Joseph
Date: January 29, 2024

BUREAU OF INVESTIGATION AND ENFORCEMENT INTERROGATORIES

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Engineer: Ethan H. Cline

I&E-RB-4 Identify the frequency that maintenance is performed on the AD26 treatment system. Provide most recent date that maintenance was performed on the AD26 treatment system.

RESPONSE:

The Company performs quarterly maintenance on the entire system as reflected in the attached written Preventive Maintenance SOP. This includes greasing pump motors, cleaning chemical injection points, inspecting entire system. Chemical feed pumps are taken apart and cleaned annually and chemical feed tubing is replaced annually. Last full maintenance cycle was December 2023.

Responsible Witness: Chris Greenberg
Date: January 29, 2024

Conneaut Lake Park

6200018

Preventative Maintenance

1. Change Stenner pump band every quarter
2. Replace chemical feeder tubing annually
3. Clean/lubricate moving parts of chemical feed pumps annually
4. Lubricate Well Pump motors Quarterly
5. Clean/replace backwash filter Quarterly
6. Check Amp draw on well pumps annually to evaluate proper performance
7. Exercise Treatment plant valves semi-annually
8. Exercise Distribution valves annually
9. Flush fire hydrants quarterly

BUREAU OF INVESTIGATION AND ENFORCEMENT INTERROGATORIES
CONNEAUT LAKE PARK WATER CORPORATION, INC.

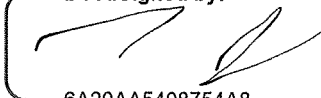
Docket No. R-2023-3041575

Engineer: Ethan H. Cline

VERIFICATION

I, Todd Joseph, hereby state that the averments set forth in the foregoing Responses to I&E Interrogatories No. RB-3 at Docket No. R-2023-3041575, are true and correct to the best of my knowledge, information, and belief. 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: 1/31/2024

DocuSigned by:

6A20AA5408754A8
Todd Joseph

BUREAU OF INVESTIGATION AND ENFORCEMENT INTERROGATORIES

CONNEAUT LAKE PARK WATER CORPORATION, INC.

Docket No. R-2023-3041575

Engineer: Ethan H. Cline

VERIFICATION

I, Chris Greenberg, hereby state that the averments set forth in the foregoing Responses to I&E Interrogatories, No. RB4 at Docket No. R-2023-3041575, are true and correct to the best of my knowledge, information, and belief. 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: 1-31-24

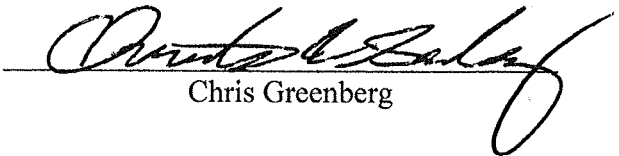

Chris Greenberg

Exhibit 14

2/26/24 email providing detail
on company practices.

Mark J. Shaw

From: Mark J. Shaw
Sent: Monday, February 26, 2024 4:32 PM
To: Breitman, Harrison W.; Rhoades, Teri-Lee; Kaster, Allison C.; Podskoch, Michael; Webb, Sharon; jbrown@dmkcg.com; jtolbert@zoominternet.net; ds42@windstream.net; shellyhuf@hotmail.com; arnesonsharon@gmail.com
Cc: Hoover, Christine Maloni; Guthrie, Jacob D.
Subject: RE: [External] RE: Conneaut Lake Park Water Corporation - R-2023-3041575 and P-2023-3042648
Attachments: Invoice # 0220678.PDF; psi data.PDF; CLP calibration docs.pdf; CLP USSP.pdf

All,

With respect to the longer-term goals, you wanted to see more detail regarding the company's current practices before agreeing to the proposed modifications. Here is the requested detail.

1. Minimize lead contamination - The Company intends to continue the practice of adding sodium silicate to the system to coat the water lines to prevent lead from getting into the system to the extent such possibility exists. The sodium silicate is automatically dispensed into the system whenever the system is running. During the site tour, the sodium silicate system was identified. Attached is a recent invoice for the purchase of the system.
2. Initially, the Company thought this reference meant the water levels in the water tank. If that is the case, the Company regularly measures the PSI on the system. See attached example of the record including the PSI readings. Every pound of PSI equates to 2.31 feet of water in the tower. The feed into the water tower starts pumping at a level of 45.0 feet and shuts off at 49.5 feet.

The operator advised that this also could mean the static and water level of the water wells. The Company does not have this information and cannot obtain this information because there is no access to the well due to how the pumps in the wells are designed.

1. Calibration documentation. Attached are the calibration documents for the last several years.
2. Emergency Power Plan. Attached is the Uninterrupted System Service Plan Certification Form submitted to DEP in 2019. DEP accepted this Certification Form.

I have also confirmed the general sampling locations with Chris Greenberg for the additional sampling under C.(1) System Improvements.

Let me know if you need anything further.

Mark



www.barbchem.com

You can now Email your orders to: orders@barbchem.com

P.O. Box 135
 950 W. Main Street
 Sharpsville, PA 16150
 Phone: 724-962-7886

Invoice

Invoice
0220678

Invoice Date
 Oct 10, 2023

Page:
 1

Duplicate

Keystone Water Systems
 PO Box 463
 2405 Georgetown Rd
 Sandy Lake, PA 16145
 N

PAID IN FULL

Ship to:
 Conneaut Lake Park Water Plant
 Conneaut Lake Park Water Plant
 GPS. 41.638501, -80.313099
 Conneaut Lake, PA 16136
 62840 Code

PLEASE REFERENCE YOUR ACCOUNT NUMBER AND INVOICE NUMBER(S) ON YOUR CHECK

Account Number	Customer PO	Payment Terms	
4579 CCA		Prepaid	
Sales Order Number	Shipping Method	Ship Date	Due Date
113085	Our Truck	10/9/23	10/10/23

Quantity	Description	Unit Price	Extension
25.00	UN1791, Hypochlorite solutions (Sodium Hypochlorite), 8, PGIII, 150 bulk gal. +or-, net wt. 500, gross wt. 3550, DOT-SP 12412. (Marine Pollutant)	4.290	107.25
1.00	Sodium silicate, grade 40, 55 gallon drum, 630#, Non-returnable Drum, NSF certified material, 36100-55P	639.000	639.00
1.00	Customer Delivery Charge	67.500	67.50

Your balance as of Oct 10, 2023 is 862.58. This balance does not reflect payments or charges processed after that date.

Subtotal	\$	813.75
Sales Tax		48.83
AMOUNT DUE	\$	862.58

THANK YOU FOR YOUR BUSINESS

Sept 2023

Chris Phone: (724) 376-7013

Conneaut Lake Park Water Tower Visit Log

PWSID 6200018

Date	Time	PSI	Temp.	Initial
1	7007	47.1		
2	1935	48.7		
3	2111	47.6		
4	7011	48.0		
5				
6	2150	48.1		
7	7043	46.3		
8	2135	48.6		
9	2325	46.0		
10				
11	1949	46.3		
12	2257	48.0		
13	2244	47.4		
14	2038	48.1		
15	2135	48.3		
16				
17	1201	46.9		
18	1419	47.7		
19	1955	47.4		
20	2136	48.4		
21	7053	48.7		
22				
23	2128	47.9		
24	2159	48.0		
25	2320	47.3		
26	2042	47.6		
27	1033	46.1		
28	1925	48.0		
29	1040	47.5		
30				
31				

Notes: _____



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF SAFE DRINKING WATER

EPA METHOD 334.0 RECORD OF INITIAL CALIBRATION VERIFICATION FOR HANDHELD & BENCHTOP ANALYZERS

I. General Information

PWSID: _____ System Name: Keystone Water Systems Date: 4-19-19
 Calibration Verification Performed By: Chris Greiner Supervisor Initials: _____
 Analyzer Manufacturer: Hach Analyzer Model: DTC 900 Serial Number¹: 181760001033

¹ An initial calibration curve verification must be conducted for each meter used for grab sample analysis where the results are used for compliance reporting or to verify the accuracy of on-line chlorine analyzers used for compliance monitoring.

II. Standard Calibration

Standard	Reference Standard Concentration ^{2,3} (A) (mg/L)	Measured Concentration (mg/L)	Corrected Concentration (B) (Measured Concentration - Method Blank) (mg/L)	Percent Difference ⁴ $\frac{(B-A)}{A} \times 100$	Percent Difference within ± 15%?	
Method Blank	0.00	0.00				
Calibration Standard 1	0.24	0.24	0.24	0%	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Calibration Standard 2	1.18	1.21	1.21	2.5%	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Calibration Standard 3	2.10	2.06	2.06	1.9%	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

- At a minimum, three aqueous calibration standards must be analyzed in addition to a method blank (reagent water). The standards must span the range of concentrations that is routinely observed during grab sample analysis.
- The lowest calibration standard concentration must be at or below 0.2 mg/L or the minimum chlorine residual required by regulation.
- If the corrected concentration is not within ±15% of the reference standard concentration, the cause of the discrepancy must be identified and resolved prior to utilizing the meter for analysis of samples for compliance or comparative verification purposes. The initial calibration verification must be repeated until all results are within the acceptable range.

Calibration Standard Solution Manufacturer: Hach
 Calibration Standard Solution Expiration Date: 8-20 Lot Number: A8330

CALIBRATION VERIFICATION⁵: PASS FAIL

⁵ Indicate Pass or Fail based on Percent Difference calculations. In order to pass the Initial Calibration Verification, the Percent Difference must be within ±15% of the Reference Standard Concentration for each calibration standard.



EPA METHOD 334.0 RECORD OF ROUTINE CALIBRATION VERIFICATION FOR HANDHELD & BENCHTOP ANALYZERS

I. General Information

PWSID: _____ System Name: Keystone Water Systems Analysis Method: 301 Year: 2023
 Analyzer Manufacturer: Hach Analyzer Model: DR 900 Serial Number¹: 181760001033
 1. Routine calibration verifications must be conducted for each meter used for grab sample analysis where the results are used for compliance reporting or to verify the accuracy of on-line chlorine analyzers used for compliance monitoring.

II. Routine Calibration Verification

Quarter ²	Date	Measured Concentration (mg/L)	Method Blank (mg/L)	Reference Standard Concentration ³ (A) (mg/L)	Corrected Concentration ⁴ (B) (mg/L)	Percent Difference ⁵ $\frac{(B-A)}{A} \times 100$	Percent Difference within $\pm 15\%$? Yes <input type="checkbox"/> No <input type="checkbox"/>		Analyst Initials
First	2-22	2.8	.00	2.9	2.8	3%	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		CG
Second	4-26	1.97	.00	1.01	1.97	3.9%	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		CG
Third	8-30	1.62	.00	1.60	1.62	1.25%	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		CG
Fourth	11-1	2.11	.00	2.08	2.11	1.4%	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		CG

Aqueous Calibration Check Standard Manufacturer: _____

Expiration Date: 11-24 Lot Number: A3062
Hach
Hach A3612
Hach A3062
Hach A3062

1. A primary verification standard must be analyzed once per quarter, at a minimum.
2. An aqueous calibration check standard should be prepared at or near the expected concentration of the water samples. Over time, vary the concentration used for calibration verifications according to expected variations in chlorine concentration.
3. Corrected concentration is calculated by subtracting applicable method blank value from measured concentration.
4. If the corrected concentration is not within $\pm 15\%$ of the reference standard concentration, the cause of the discrepancy must be identified and resolved prior to utilizing the meter for analysis of samples for compliance or comparative verification purposes.

Form



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF SAFE DRINKING WATER

EPA METHOD 334.0 RECORD OF INITIAL CALIBRATION VERIFICATION FOR HANDHELD & BENCHTOP ANALYZERS

I. General Information

PWSID: _____ System Name: Keystone Water Systems Date: 2-11-22
 Calibration Verification Performed By: Chris Greenberg Supervisor Initials: _____
 Analyzer Manufacturer: Hach Analyzer Model: DR 900 Serial Number¹: 19128 0001048

¹ An initial calibration curve verification must be conducted for each meter used for grab sample analysis where the results are used for compliance reporting or to verify the accuracy of on-line chlorine analyzers used for compliance monitoring.

II. Standard Calibration

Standard	Reference Standard Concentration ^{2,3} (A) (mg/L)	Measured Concentration (mg/L)	Corrected Concentration (B) (Measured Concentration - Method Blank) (mg/L)	Percent Difference ⁴ $\frac{(B-A)}{A} \times 100$	Percent Difference within $\pm 15\%$?	
Method Blank	0.00	.00				
Calibration Standard 1	.17	.18	.18	5.9%	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Calibration Standard 2	.80	.82	.82	2.5%	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Calibration Standard 3	1.58	1.58	1.58	0%	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

- ² At a minimum, three aqueous calibration standards must be analyzed in addition to a method blank (reagent water). The standards must span the range of concentrations that is routinely observed during grab sample analysis.
- ³ The lowest calibration standard concentration must be at or below 0.2 mg/L or the minimum chlorine residual required by regulation.
- ⁴ If the corrected concentration is not within $\pm 15\%$ of the reference standard concentration, the cause of the discrepancy must be identified and resolved prior to utilizing the meter for analysis of samples for compliance or comparative verification purposes. The initial calibration verification must be repeated until all results are within the acceptable range.

Calibration Standard Solution Manufacturer: Hach
 Calibration Standard Solution Expiration Date: 12-22 Lot Number: A1092

CALIBRATION VERIFICATION⁵: PASS FAIL

- ⁵ Indicate Pass or Fail based on Percent Difference calculations. In order to pass the Initial Calibration Verification, the Percent Difference must be within $\pm 15\%$ of the Reference Standard Concentration for each calibration standard.



EPA METHOD 334.0 RECORD OF ROUTINE CALIBRATION VERIFICATION FOR HANDHELD & BENCHTOP ANALYZERS

I. General Information

PWSID: _____ System Name: Keystone Water Systems Analysis Method: 301 Year: 2022
 Analyzer Manufacturer: Hach Analyzer Model: DR900 Serial Number: 191280001098

1. Routine calibration verifications must be conducted for each meter used for grab sample analysis where the results are used for compliance reporting or to verify the accuracy of on-line chlorine analyzers used for compliance monitoring.

II. Routine Calibration Verification

Quarter ²	Date	Measured Concentration (mg/L)	Method Blank (mg/L)	Reference Standard Concentration ³ (A) (mg/L)	Corrected Concentration ⁴ (B) (mg/L)	Percent Difference ⁵ $\frac{(B-A)}{A} \times 100$	Percent Difference within $\pm 15\%$? Yes <input type="checkbox"/> No <input type="checkbox"/>	Analyst Initials
First		<u>Initial</u>	<u>Calibration</u>				Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>CG</u>
Second	<u>4-12</u>	<u>.74</u>	<u>.00</u>	<u>.70</u>	<u>.74</u>	<u>5.7%</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>CR7C</u>
Third	<u>8-16</u>	<u>1.29</u>	<u>.00</u>	<u>1.25</u>	<u>1.29</u>	<u>3.2%</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>CR7C</u>
Fourth	<u>10-25</u>	<u>2.18</u>	<u>.00</u>	<u>2.15</u>	<u>2.18</u>	<u>1.4%</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>CR7C</u>

Aqueous Calibration Check Standard Manufacturer: _____ Expiration Date: 12-22 Lot Number: A1092
 _____ Expiration Date: 12-22 Lot Number: A1092
 _____ Expiration Date: 12-22 Lot Number: A1092
 _____ Expiration Date: 12-22 Lot Number: A1092

- A primary verification standard must be analyzed once per quarter, at a minimum.
- An aqueous calibration check standard should be prepared at or near the expected concentration of the water samples. Over time, vary the concentration used for calibration verifications according to expected variations in chlorine concentration.
- Corrected concentration is calculated by subtracting applicable method blank value from measured concentration.
- If the corrected concentration is not within $\pm 15\%$ of the reference standard concentration, the cause of the discrepancy must be identified and resolved prior to utilizing the meter for analysis of samples for compliance or comparative verification purposes.



EPA METHOD 334.0 RECORD OF ROUTINE CALIBRATION VERIFICATION FOR HANDHELD & BENCHTOP ANALYZERS

I. General Information

PWSID: _____ System Name: Keystone Water Systems Analysis Method: 301 Year: 2023
 Analyzer Manufacturer: Hech Analyzer Model: DR 900 Serial Number: 191280001098

1. Routine calibration verifications must be conducted for each meter used for grab sample analysis where the results are used for compliance reporting or to verify the accuracy of on-line chlorine analyzers used for compliance monitoring.

II. Routine Calibration Verification

Quarter ²	Date	Measured Concentration (mg/L)	Method Blank (mg/L)	Reference Standard Concentration ³ (A) (mg/L)	Corrected Concentration ⁴ (B) (mg/L)	Percent Difference ⁵ $\frac{(B-A)}{A} \times 100$	Percent Difference within $\pm 15\%$? Yes <input type="checkbox"/> No <input type="checkbox"/>	Analyst Initials
First	7-27	.31	.00	.29	.31	6.9%	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	CG
Second	9-26	.96	.00	1.01	.96	5%	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	CG
Third	8-30	1.55	.00	1.60	1.55	3.1%	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	CG
Fourth	1-1	2.01	.00	2.08	2.01	3.4%	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	CG

Aqueous Calibration Check Standard Manufacturer: _____

Expiration Date: 11-24

Lot Number: A3062

Hech

11-24

A3062

Hech

11-24

A3062

2. A primary verification standard must be analyzed once per quarter, at a minimum.

3. An aqueous calibration check standard should be prepared at or near the expected concentration of the water samples. Over time, vary the concentration used for calibration verifications according to expected variations in chlorine concentration.

4. Corrected concentration is calculated by subtracting applicable method blank value from measured concentration.

5. If the corrected concentration is not within $\pm 15\%$ of the reference standard concentration, the cause of the discrepancy must be identified and resolved prior to utilizing the meter for analysis of samples for compliance or comparative verification purposes.



UNINTERRUPTED SYSTEM SERVICE PLAN (USSP) CERTIFICATION FORM

Public Water System Name: Conneaut Lake ParkPWSID Number: 62000186Date of Completion of USSP: 08-15-19

After completing the USSP form, all applicable system personnel should meet to review the overall USSP, evaluate all primary and alternate options included within the plan, and corresponding SOPs related to how the options will be utilized to provide uninterrupted system service, and reach a consensus answer to the following question:

Based on the Section III Deficiency Assessment of the USSP Form, are additional corrective actions needed in order for this plan to be considered adequate to provide uninterrupted system service for all critical facilities?

 Yes No

I understand that if I answered "Yes", a detailed corrective action plan and corresponding completion date schedule must be submitted to the Department within 6 months of the dates specified in 109.708(a)(1) - (3).

If you answered "Yes" above, briefly summarize deficiencies identified that still require corrective actions:

Deficiency 1: _____

Associated Critical Facility: _____

Deficiency 2: _____

Associated Critical Facility: _____

Deficiency 3: _____

Associated Critical Facility: _____

Certified by:

As a representative of the Public Water System (PWS) indicated above, I certify that Uninterrupted System Service Plan was completed in accordance with the requirements outlined in 109.708 of the Department of Environmental Protection (DEP)'s regulations.

Signature: *Christopher R. Greenberg* Date: 8-15-19Print Name and Title: Christopher R. Greenberg, OperatorPhone Number: (724) 376-7013

Complete and submit this form **by the dates specified in 109.708 (a) (1) - (3)**. The completed form is to be addressed to: PA DEP - Safe Drinking Water and sent to the address of the appropriate District Office or County Health Department (CHD) having jurisdiction over the water system. District and CDH addresses by county can be found within DEP document number 3930-FM-BSDW0560. This document can be located by searching under "forms" for document number 3930-FM-BSDW0560 on eLibrary at the following link:

<http://www.depgreenport.state.pa.us/elibrary/GetFolder?FolderID=3195>

For DEP use only. Checked by: _____ Date: _____

(D) Alternate Provisions	Gravity-fed* finished water storage capacity (*does NOT require auxiliary power during power outage)	
Description of Finished Water Storage	SOP to Utilize Finished Water Storage	
A 70,000 gallon elevated storage tank within the Distribution System.	N/A	
Volume of available finished water provided via this storage tank (consider normal operating ranges and lowest pressure zones): 0.70 MGD		
Hours of finished water supply provided by this storage tank: 24 Hours		
Are all pressure zones able to receive this supply during power outage? Yes		
Amount of time needed to switch over (valves) to this alternate provision: 0 Hours		
Date this finished water storage capacity was last relied upon during an emergency: N/A		
Critical internal CWS staff needed to utilize this option: 0		
Critical external staff needed to utilize this option: 0		
24/7 phone numbers for all critical staff: 1. Name and Number: Chris Greenberg (724) 376-7013 2. Name and Number: Greg Black (814) 853-5960 3. Name and Number:		

III. USSP Form Deficiency Assessment and Certification of Completion

After completing sections I and II of this USSP form, all applicable system personnel should meet to evaluate how all auxiliary power and alternate provision options will be utilized in combination to provide uninterrupted system service to throughout the distribution system. Ultimately, this group of personnel will need to reach a consensus regarding whether the overall USSP is considered adequate to provide uninterrupted system service or identify if deficiencies exist. The following Deficiency Assessment should be completed and considered for all critical facilities. When completing the deficiency assessment, systems may find it most efficient to group and evaluated critical facilities by pressure zone:

USSP Plan – Deficiency Assessment	
1a.) Hours needed to switch over to auxiliary power: <input type="radio"/>	1c.) Hours gravity-fed finished water storage available: 24
1b.) Hours needed to implement alternate provisions: <input type="radio"/>	
Deficiency Assessment Question #1: Are 1a and 1b < 1c? Yes	
2a.) Total MGD provided via auxiliary power:	2c.) Average daily demand: .07 MGD
2b.) Total MGD provided via alternate provisions: .07	
Deficiency Assessment Question #2: Is 2a + 2b ≥ 2c? Yes	
3a.) Hours of consecutive operation of critical facilities provided via implementation of completed USSP: 24	3b.) Duration of previous emergency events at this water system? 8 Hours
Deficiency Assessment Question #3: Is 3a ≥ 3b? Yes	
If you answered "No" to any of the above three Deficiency Assessment Questions, the USSP plan is considered to contain deficiencies.	
Completed By (Name): Chris R. Greenberg, Operator	
Date Completed: 08-15-19	Date(s) Updated:

After completing the above Deficiency Assessment, the corresponding USSP Certification Form must be submitted to the Department by the dates specified in § 109.708(a)(1)-(3):

- (1) By August 19, 2019, for systems serving 3,300 or fewer persons.
- (2) By August 17, 2020, for systems serving 3,301—10,000 persons.
- (3) By August 17, 2021, for systems serving greater than 10,000 persons.

If system personnel have identified that deficiencies exist within the completed USSP, and those applicable deficiencies have not been corrected by the deadlines specified in § 109.708 (a), then a detailed corrective action plan and corresponding completion date schedule must be submitted to the Department within 6 months after the dates specified in § 109.708(a)(1)–(3). More specifically, a detailed corrective action plan and corresponding completion date schedule must be submitted to the Department by:

- (1) By February 19, 2020, for systems serving 3,300 or fewer persons.
- (2) By February 17, 2021, for systems serving 3,301-10,000 persons.
- (3) By February 17, 2022, for systems serving greater than 10,000 persons.

Deficiencies identified should be summarized on the USSP Certification Form.

Exhibit 15
12/19/23 email regarding
rate case costs

Mark J. Shaw

From: Mark J. Shaw
Sent: Tuesday, December 19, 2023 3:20 PM
To: Kaster, Allison; choover@paoca.org; hbreitman@paoca.org; jguthrie@paoca.org; Podskoch, Michael; Webb, Sharon; jbrown@dmkcg.com; jtolbert@zoominternet.net
Cc: Kathryn T. Olon; 'cheppenstall@gfnet.com'
Subject: Rate Case Costs
Attachments: Gannett Fleming bills as of 12-17-23.pdf; CLPWC Invoice June 2023 - Aug. 2023.PDF; CLPWC - Invoice through 9-30-23.PDF; CLPWC Invoice Through 10-31-23.PDF; CLPWC Billing Through 11-30-23.PDF

All,

Please see the bills to date from Connie and myself. Let me know if you need anything further. We both will obviously have time for December, and likely January. Connie estimates about another \$4,500. I have another \$10,000 - \$12,000 or so unbilled for December and have no estimate for my January time. So, when all is said and done, we may have about \$80,000+ in this Rate Case. Currently, the application contemplated \$60,000 spread out over 3 years.

Thanks.

Mark



Check Payment Information:
 Gannett Fleming Valuation and Rate Consultants, LLC
 PO Box 829160, Philadelphia, PA 19182-9160 Federal EIN: 46-4413705
ACH/EFT Payment Information:
 Account Name: Gannett Fleming Companies ABA: 031312738
 Account No.: 5003165655
 Send Remit Info: AccountsReceivable@gfnet.com
 Send Audit Inquiries: GovtContractAudit@gfnet.com
 All Other Inquires Contact the Project Team

Attention: Todd Joseph
Conneaut Lake Park Water Corporation Inc
 713 Broad Acres Road
 Narberth, PA 19072
 UNITED STATES

Invoice : 0000024795
Invoice Date : 7/17/2023
Due Date: 8/16/2023
Project : 075496
Project Name : Conneaut Lake Park Water Corp-
 ConsSvcsWtrRateFiling
Bill Term : 01

For Professional Services Rendered Through 6/30/2023

Consulting Services re Water Rate Case Filing

	Current
	<u>Billings</u>
000 - Consulting Services re Water Rate Case Filing	1,610.00
Total :	<u>1,610.00</u>
	Current Billings 1,610.00
	Amount Due This Bill US <u><u>1,610.00</u></u>

Constance E Heppenstall

000 - Consulting Services re Water Rate Case Filing

Rate Labor

<i>Class</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Constance E Heppenstall	5.00	270.000	1,350.00
Support Staff	2.00	130.000	260.00
Total Rate Labor	7.00		1,610.00

Total Bill Task : 000 - Consulting Services re Water Rate Case Filing **1,610.00**

Total Project : 075496 - Conneaut Lake Park Water Corp-ConsSvcsWtrRateFiling **1,610.00**



Check Payment Information:
 Gannett Fleming Valuation and Rate Consultants, LLC
 PO Box 829160, Philadelphia, PA 19182-9160 Federal EIN: 46-4413705
ACH/EFT Payment Information:
 Account Name: Gannett Fleming Companies ABA: 031312738
 Account No.: 5003165655
 Send Remit Info: AccountsReceivable@gfnet.com
 Send Audit Inquiries: GovtContractAudit@gfnet.com
 All Other Inquires Contact the Project Team

Attention: Todd Joseph
Conneaut Lake Park Water Corporation Inc
 713 Broad Acres Road
 Narberth, PA 19072
 UNITED STATES

Invoice : 0000025879
Invoice Date : 8/14/2023
Due Date: 9/13/2023
Project : 075496
Project Name : Conneaut Lake Park Water Corp-
 ConsSvcWtrRateFiling
Bill Term : 01

For Professional Services Rendered For 7/1/2023 Through 7/28/2023

Consulting Services re Water Rate Case Filing

		Current
		Billings
000 - Consulting Services re Water Rate Case Filing		2,955.00
Total :		2,955.00
	Current Billings	2,955.00
	Amount Due This Bill	US 2,955.00

Constance E Heppenstall

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	0000024795	7/17/2023	1,610.00	1,610.00
				1,610.00

000 - Consulting Services re Water Rate Case Filing

Rate Labor

<u>Class</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Analyst	1.00	190.000	190.00
Constance E Heppenstall	10.00	270.000	2,700.00
Support Staff	0.50	130.000	65.00
Total Rate Labor	11.50		2,955.00

Total Bill Task : 000 - Consulting Services re Water Rate Case Filing **2,955.00**

Total Project : 075496 - Conneaut Lake Park Water Corp-ConsSvcsWtrRateFiling **2,955.00**



Check Payment Information:
 Gannett Fleming Valuation and Rate Consultants, LLC
 PO Box 829160, Philadelphia, PA 19182-9160 Federal EIN: 46-4413705
ACH/EFT Payment Information:
 Account Name: Gannett Fleming Companies ABA: 031312738
 Account No.: 5003165655
 Send Remit Info: AccountsReceivable@gfnet.com
 Send Audit Inquiries: GovtContractAudit@gfnet.com
 All Other Inquires Contact the Project Team

Attention: Todd Joseph
Conneaut Lake Park Water Corporation Inc
713 Broad Acres Road
Narberth, PA 19072
UNITED STATES

Invoice : 0000027541
Invoice Date : 9/25/2023
Due Date: 10/25/2023
Project : 075496
Project Name : Conneaut Lake Park Water Corp-
 ConsSvcsWtrRateFiling
Bill Term : 01

For Professional Services Rendered For 7/29/2023 Through 8/25/2023

Consulting Services re Water Rate Case Filing

		Current
		Billings
000 - Consulting Services re Water Rate Case Filing		1,660.00
	Total :	1,660.00
		Current Billings 1,660.00
		Amount Due This Bill US <u>1,660.00</u>

Constance E Heppenstall

000 - Consulting Services re Water Rate Case Filing

Rate Labor

<i>Class</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Analyst	2.00	190.000	380.00
Constance E Heppenstall	4.50	270.000	1,215.00
Support Staff	0.50	130.000	65.00
Total Rate Labor	7.00		1,660.00

Total Bill Task : 000 - Consulting Services re Water Rate Case Filing **1,660.00**

Total Project : 075496 - Conneaut Lake Park Water Corp-ConsSvcsWtrRateFiling **1,660.00**



Check Payment Information:
 Gannett Fleming Valuation and Rate Consultants, LLC
 PO Box 829160, Philadelphia, PA 19182-9160 Federal EIN: 46-4413705
ACH/EFT Payment Information:
 Account Name: Gannett Fleming Companies ABA: 031312738
 Account No.: 5003165655
 Send Remit Info: AccountsReceivable@gfnet.com
 Send Audit Inquiries: GovtContractAudit@gfnet.com
 All Other Inquires Contact the Project Team

Attention: Todd Joseph
Conneaut Lake Park Water Corporation Inc
713 Broad Acres Road
Narberth, PA 19072
UNITED STATES

Invoice : 0000028452
Invoice Date : 10/23/2023
Due Date: 11/22/2023
Project : 075496
Project Name : Conneaut Lake Park Water Corp-
 ConsSvcsWtrRateFiling
Bill Term : 01

For Professional Services Rendered Through 9/29/2023

Consulting Services re Water Rate Case Filing

		Current
		Billings
000 - Consulting Services re Water Rate Case Filing		6,080.00
Total :		6,080.00
Current Billings		6,080.00
Amount Due This Bill		US 6,080.00

Constance E Heppenstall

	Outstanding Receivables	<u>Invoice Number</u>	<u>Date</u>	<u>Amount</u>	<u>Balance Due</u>
		0000027541	9/25/2023	1,660.00	1,660.00
					1,660.00

000 - Consulting Services re Water Rate Case Filing

Rate Labor

<i>Class</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Analyst	12.50	190.000	2,375.00
Constance E Heppenstall	13.00	270.000	3,510.00
Support Staff	1.50	130.000	195.00
Total Rate Labor	27.00		6,080.00

Total Bill Task : 000 - Consulting Services re Water Rate Case Filing

6,080.00

Total Project : 075496 - Conneaut Lake Park Water Corp-ConsSvcsWtrRateFiling

6,080.00



Check Payment Information:
Gannett Fleming Valuation and Rate Consultants, LLC
PO Box 829160, Philadelphia, PA 19182-9160 Federal EIN: 46-4413705
ACH/EFT Payment Information:
Account Name: Gannett Fleming Companies ABA: 031312738
Account No.: 5003165655
Send Remit Info: AccountsReceivable@gfnet.com
Send Audit Inquiries: GovtContractAudit@gfnet.com
All Other Inquires Contact the Project Team

Attention: Todd Joseph
Conneaut Lake Park Water Corporation Inc
713 Broad Acres Road
Narberth, PA 19072
UNITED STATES

Invoice : 0000029427
Invoice Date : 11/22/2023
Due Date : 12/22/2023
Project : 075496
Project Name : Conneaut Lake Park Water Corp-
ConsSvcsWtrRateFiling
Bill Term : 01

For Professional Services Rendered 9/30/2023 Through 11/3/2023

Consulting Services re Water Rate Case Filing

	<u>Current</u> <u>Billings</u>
000 - Consulting Services re Water Rate Case Filing	2,676.53
Total :	<u>2,676.53</u>
Current Billings	<u>2,676.53</u>
Amount Due This Bill	US <u><u>2,676.53</u></u>

Constance E Heppenstall

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	0000027541	9/25/2023	1,660.00	1,660.00
	0000028452	10/23/2023	6,080.00	6,080.00
				<u>7,740.00</u>

000 - Consulting Services re Water Rate Case Filing

Rate Labor

<i>Class</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Analyst	3.00	190.000	570.00
Constance E Heppenstall	7.50	270.000	2,025.00
Support Staff	0.50	130.000	65.00
Total Rate Labor			2,660.00

Expenses

<i>Account / Vendor</i>	<i>Cost</i>	<i>Multiplier</i>	<i>Amount</i>
Postage, Freight & Courier Service			
FEDERAL EXPRESS	16.53	1.0000	16.53
Total Expenses			16.53

Total Bill Task : 000 - Consulting Services re Water Rate Case Filing **2,676.53**

Total Project : 075496 - Conneaut Lake Park Water Corp-ConsSvcsWtrRateFiling **2,676.53**

INVOICE

Conneaut Lake Park Water Corp.
tjosephproperties@hotmail.com

October 24, 2023
Invoice 594591
Page 1

Our File # 60642.0000
PUC Rate Case

For Services Through August 31, 2023

06/20/23

06/30/23

07/05/23

07/12/23

07/19/23

07/21/23

07/21/23

07/21/23

07/24/23



Conneaut Lake Park Water Corp.
tjosephproperties@hotmail.com

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07/28/23

08/02/23

08/03/23

08/14/23

08/14/23

08/16/23

08/17/23

08/17/23

08/17/23

08/20/23

08/24/23

08/25/23



Conneaut Lake Park Water Corp.
tjosephproperties@hotmail.com

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08/25/23

08/28/23

08/28/23

08/28/23

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08/29/23

08/29/23

08/30/23

08/31/23



BILLING SUMMARY

Hours

Rate/Hr

Dollars

Conneaut Lake Park Water Corp.
tjosephproperties@hotmail.com

October 24, 2023
Invoice 594591
Page 4

M. J. Shaw	27.80	305.00	8,479.00
K. T. Olon	11.00	240.00	2,640.00
TOTAL	38.80		\$11,119.00

Fees for legal services \$11,119.00

Reimbursable Costs

Notice of proposed Rate Changes - Mailings (146)	91.98
Petition Service - Mailings (146)	267.18
Online Research	98.97
Document Reproduction	356.85

Total reimbursable costs \$814.98

Net current billing for this invoice **\$11,933.98**

***** PAYMENT DUE UPON RECEIPT *****

Please make checks payable to "MacDonald Illig"
and include our invoice number.

** Effective January 1, 2024 a 3% processing fee will be added to
any credit or debit card payments. **

INVOICE

Conneaut Lake Park Water Corp.
tjosephproperties@hotmail.com

October 26, 2023
Invoice 594623
Page 1

Our File # 60642.0000
PUC Rate Case

For Services Through September 30, 2023

09/07/23

09/07/23

09/08/23

09/08/23

09/08/23

09/11/23

09/12/23

09/13/23

09/14/23

09/15/23

09/15/23



Conneaut Lake Park Water Corp.
tjosephproperties@hotmail.com

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09/18/23

09/18/23

09/19/23

09/19/23

09/20/23

09/21/23

09/21/23

09/21/23

09/25/23

09/26/23



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tjosephproperties@hotmail.com

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09/27/23

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09/28/23

09/28/23

09/29/23

09/29/23

09/29/23

09/29/23

09/29/23

Conneaut Lake Park Water Corp.
 tjosephproperties@hotmail.com

October 26, 2023
 Invoice 594623
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BILLING SUMMARY

	Hours	Rate/Hr	Dollars
S. Shamburg	0.90	290.00	261.00
M. J. Shaw	28.00	305.00	8,540.00
K. T. Olon	8.70	240.00	2,088.00
TOTAL	37.60		\$10,889.00

Fees for legal services	\$10,889.00
Credit fee retainer	(932.15)
Net fees for legal services	\$9,956.85

Reimbursable Costs	
Invoice #8-244-40149	15.53
PAYEE: Federal Express; REQUEST#: 646112; DATE: 9/5/2023.	
Online Research	67.72
Postage	7.27
Document Reproduction	43.35

Total reimbursable costs	\$133.87
Credit cost retainer	(133.87)
Net reimbursable costs	0.00

Net current billing for this invoice	\$9,956.85
---	-------------------

***** PAYMENT DUE UPON RECEIPT *****

**Please make checks payable to "MacDonald Illig"
 and include our invoice number.**

MACDONALD
ILLIG ATTORNEYS

MACDONALD ILLIG JONES & BRITTON LLP
100 STATE STREET · SUITE 700
ERIE, PA 16507-1459
OFFICE: 814-870-7600
MACDONALDILLIG.COM
TAX I.D. NO. 25-0918810

Conneaut Lake Park Water Corp.
tjosephproperties@hotmail.com

October 26, 2023
Invoice 594623
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**** Effective January 1, 2024 a 3% processing fee will be added to
any credit or debit card payments. ****

INVOICE

Conneaut Lake Park Water Corp.
tjosephproperties@hotmail.com

November 16, 2023
Invoice 595378
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Our File # 60642.0000
PUC Rate Case

For Services Through October 31, 2023

10/02/23

10/02/23

10/03/23

10/03/23

10/03/23

10/03/23

10/03/23

10/04/23



Conneaut Lake Park Water Corp.
tjosephproperties@hotmail.com

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Invoice 595378
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10/06/23

10/09/23

10/09/23

10/10/23

10/11/23

10/12/23

10/13/23

10/16/23

10/16/23

10/16/23



Conneaut Lake Park Water Corp.
tjosephproperties@hotmail.com

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10/20/23

10/23/23

10/23/23



Conneaut Lake Park Water Corp.
tjosephproperties@hotmail.com

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10/24/23

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10/25/23

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10/26/23

10/26/23

Conneaut Lake Park Water Corp.
tjosephproperties@hotmail.com

November 16, 2023
Invoice 595378
Page 5

10/27/23

10/31/23



BILLING SUMMARY

	Hours	Rate/Hr	Dollars
R. E. Gandley	0.40	305.00	122.00
M. J. Shaw	36.30	305.00	11,071.50
L. H. Caparosa	0.20	265.00	53.00
K. T. Olon	16.70	240.00	4,008.00
TOTAL	53.60		\$15,254.50

Fees for legal services \$15,254.50

Reimbursable Costs

Online Research	92.60
Document Reproduction	99.60

Total reimbursable costs \$192.20

Net current billing for this invoice \$15,446.70

Open Invoices

Date	Invoice	Amount	Balance
10/26/23	594623	11,022.87	9,956.85
		Total	9,956.85

Total balance due for this file \$25,403.55



MACDONALD ILLIG JONES & BRITTON LLP
100 STATE STREET · SUITE 700
ERIE, PA 16507-1459
OFFICE: 814-870-7600
MACDONALDILLIG.COM
TAX I.D. NO. 25-0918810

Conneaut Lake Park Water Corp.
tjosephproperties@hotmail.com

November 16, 2023
Invoice 595378
Page 6

***** PAYMENT DUE UPON RECEIPT *****

**Please make checks payable to "MacDonald Illig"
and include our invoice number.**

**** Effective January 1, 2024 a 3% processing fee will be added to
any credit or debit card payments. ****

INVOICE

Conneaut Lake Park Water Corp.
tjosephproperties@hotmail.com

December 19, 2023
Invoice 597026
Page 1

Our File # 60642.0000
PUC Rate Case

For Services Through November 30, 2023

11/02/23

11/02/23

11/06/23

11/07/23

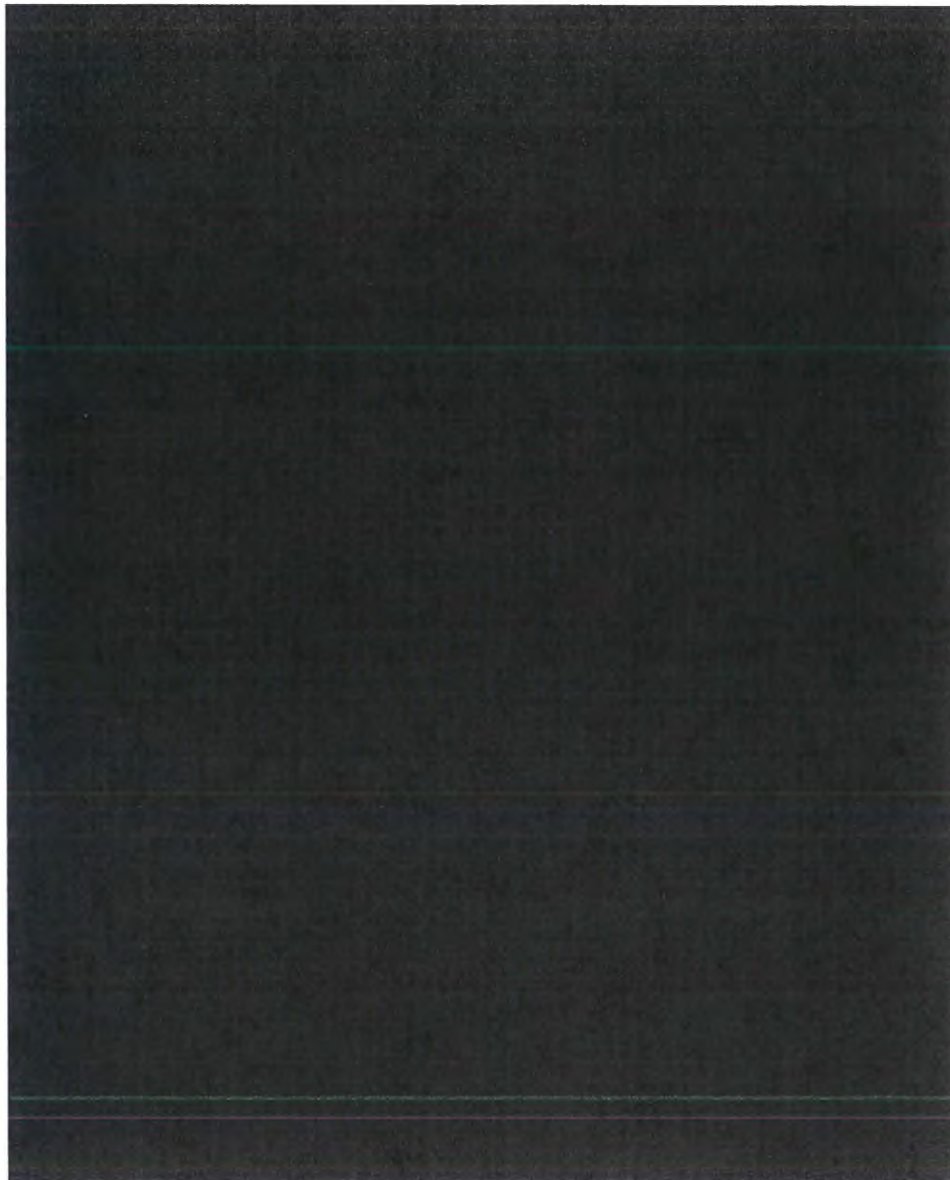
11/07/23

11/08/23

11/09/23

11/10/23

11/10/23



MACDONALD
ILLIG ATTORNEYS

MACDONALD ILLIG JONES & BRITTON LLP
100 STATE STREET · SUITE 700
ERIE, PA 16507-1459
OFFICE: 814-870-7600
MACDONALDILLIG.COM
TAX I.D. NO. 25-0918810

Conneaut Lake Park Water Corp.
tjosephproperties@hotmail.com

December 19, 2023
Invoice 597026
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11/13/23

11/13/23

11/13/23

11/14/23

11/15/23

11/17/23

11/20/23

11/20/23

11/20/23

11/21/23

11/21/23

11/22/23



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TAX I.D. NO. 25-0918810

Conneaut Lake Park Water Corp.
tjosephproperties@hotmail.com

December 19, 2023
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11/22/23

11/22/23

11/27/23

11/27/23

11/28/23

11/29/23

11/29/23

11/30/23

11/30/23



Conneaut Lake Park Water Corp.
tjosephproperties@hotmail.com

December 19, 2023
Invoice 597026
Page 4

BILLING SUMMARY

	Hours	Rate/Hr	Dollars
M. J. Shaw	25.20	305.00	7,686.00
K. T. Olon	<u>5.10</u>	240.00	<u>1,224.00</u>
TOTAL	30.30		\$8,910.00

Fees for legal services \$8,910.00

Reimbursable Costs

Postage	7.27
Document Reproduction	63.00

Total reimbursable costs \$70.27

Net current billing for this invoice **\$8,980.27**

***** PAYMENT DUE UPON RECEIPT *****

Please make checks payable to "MacDonald Illig"
and include our invoice number.

**** Effective January 1, 2024 a 3% processing fee will be added to
any credit or debit card payments. ****

Exhibit 16
12/12/23 email re:
work invoice

Mark J. Shaw

From: Mark J. Shaw
Sent: Tuesday, December 12, 2023 2:08 PM
To: Kaster, Allison; Podskoch, Michael; Breitman, Harrison W.; Webb, Sharon; Joshua Brown
Cc: 'cheppenstall@gfnet.com'
Subject: RE: Convention Center Electric Bills
Attachments: Conneaut Lake park invoice 6-14-21.doc

I was informed I attached the wrong document. Here is the correct document.

I apologize. Thanks.

Mark

From: Mark J. Shaw
Sent: Tuesday, December 12, 2023 12:56 PM
To: 'Kaster, Allison' <akaster@pa.gov>; 'Podskoch, Michael' <mpodskoch@pa.gov>; 'Breitman, Harrison W.' <HBreitman@paoca.org>; 'Webb, Sharon' <swebb@pa.gov>; 'Joshua Brown' <jbrown@dmkcg.com>
Cc: 'cheppenstall@gfnet.com' <cheppenstall@gfnet.com>
Subject: RE: Convention Center Electric Bills

All,

If you recall there was one invoice from 2021 that listed the amount as \$0.00. Attached is the corrected invoice.

Thanks.

Mark

Licensed

Fully Insured

DC Plumbing and Contracting
11008 W. Townline Rd.
Conneaut Lake Pa 16316
Cell 1 814-282-6437
Cell 2 814-282-0413
Office 814-382-2300
DC_Contracting@hotmail.com

[Pennsylvania Home Improvement Contractor Registration Number PA058538]

Invoice Date: 6-14-2021

Invoice for work completed at: Conneaut Lake Park

- Put in PA 1 call to mark out ground
- Excavated trench for new water line and electric line
- Had to remove light posts and several sections of fence along park ave.
- There was a water line that protruded above ground behind the bumper car building
- Disconnected pex and copper sections of line and tied on new ¾' plastic cts water line
- Ran line to new curb stop valve behind building (in between bumper cars and transformer box) and installed new pvc piping and cap for curb box
- This curb box will isolate the bumper car building and food stand separately from water park water line if needed
- Installed tee fitting to branch off for future water line in bumper car building and continued the water line over to the food stand building
- Had to remove concrete slab in order to tunnel under transformer box to run conduit
- Went over to convention center building and got conduit piled in back and used that up first. Purchased remaining needed conduit and fittings
- Installed conduit in ditch from transformer into bumper car building and then from transformer to food stand building
- Assisted pulling wires through conduit with electricians helpers
- Pressurized water lines to test – o.k
- Backfilled ditch and rough graded out (if finish grading is needed we can do that for you just didn't want to do something that you already have someone else assigned to)
- Water lines still need tied into both buildings once those plans are finalized but not apart of this invoice.

All labor and materials unless specifically specified in contract are included in

Licensed

Fully Insured

the final price of \$10,500.00 Invoice due within 10 days of the date listed above.

Failure to pay within 10 days results in an added charge of 2% each week. Invoice payable by

cash, checks, or credit card. If paying by credit card a transaction fee of 4.5% of total will be added. Any bounced checks will have a fee of \$50.00. Please make checks payable to DC Contracting and if necessary mail checks to the address listed above.

Thank you.

Exhibit 17
12/11/23 email re:
daily logs for 2022

Mark J. Shaw

From: Mark J. Shaw
Sent: Monday, December 11, 2023 1:57 PM
To: Kaster, Allison; Podskoch, Michael; Breitman, Harrison W.; Webb, Sharon; Joshua Brown
Cc: cheppenstall@gfnet.com
Subject: RE: Convention Center Electric Bills
Attachments: Conn Lake 2023 logs.pdf

Also, during the inspection, a request was made for the water system logs relating to water usage. Attached is the logs for 2023. I'm working on getting 2022. If you do not need 2022, please let me know.

Thanks.

Mark

From: Mark J. Shaw
Sent: Monday, December 11, 2023 10:47 AM
To: Kaster, Allison <akaster@pa.gov>; Podskoch, Michael <mpodskoch@pa.gov>; Breitman, Harrison W. <HBreitman@paoca.org>; Webb, Sharon <swebb@pa.gov>; Joshua Brown <jbrown@dmkcg.com>
Cc: cheppenstall@gfnet.com
Subject: Convention Center Electric Bills

All,

A question was raised regarding the separate bills for the separate meter on the convention center. Please see the attached bills for the Convention Center account.

Also please see the meter readings from the Sewer Authority.

Thanks.

Mark

Aug. 2023

Chris Phone:(724)376-7013

Conneaut Lake Park

Daily Log

Min. CL2 Residual= 1.00

PWSID 6200018

Date	Time	Meter	Gallons	Free cl2	Pump Hrs	CL2 level	Fe level	Initial
		757344690						
1	2337	257384762	40072	2.8	30084.1	40		M
2	1115	257393635	4873	2.40	30085.4	39		CRTG
3	2133	257427478	24843	1.16	30095.2	38		M
4	2231	257484691	5723	2.15	30125.0	37		M
5	1047	257488778	4087	1.98	30128.7	37		CRTG
6	1121	257547826	59048	1.66	30151.0	35		CRTG
7	2138	257583451	35625	2.16	30168.3	37	39/28.25	M 3/24
8	2145	257607661	24710	1.65	30182.3	33		M
9	1930	257629607	22046	2.19	30204.1	32		M
10	2315	257651651	22044	1.69	30214.1	31		M
11	2238	257685160	23509	1.79	30234.6	32	28.5	M
12	2030	257707208	22548	1.86	30266.1			MDS
13	0530	257712980	5272	1.81	30268.1			MDS
14	1235	257755521	42541	1.76	30287.9	30		M
15	1540	257790416	4895	1.45	30303.2	29		M
16	2139	257830700	40284	1.16	30324.1	28		M
17	2140	257865257	34557	1.18	30332.4	27		M
18	2155	257890784	23577	1.20	30343.0	26		M
19	2116	257922178	31394	1.25	30354.5	25		M
20	2115	257978640	56562	2.18	30377.7	25	26	M
21	1520	257993595	14955	1.29	30383.3	25		M
22	1250	258015025	21430	1.33	30389.0	24		CRTG
23	1330	258060229	45204	2.18	30409.1	23		M
24	1807	258098904	38675	1.16	30423.3	22		M
25	2133	258126497	27593	1.40	30432.6	21		M
26	1811	—————	—————	1.53	—————	21		CRTG
27	1603	258151191	84694	1.66	30454.2	20		CRTG
28	2208	258224717	48526	1.49	30478.2	19		M
29	2116	258235777	6055	2.18	30483.5	13	25	M
30	2034	258273010	37238	2.02	30500.0	12		M
31	2200	258245792	22782	1.49		11		M

FE 8/7	1.28
FE 8/11	1.40
FE 8/20	1.59
FE 8/24	1.90 ↓

Distribution Chlorine

location	date	time	free cl2
801	8/2	1121	1.59
802	8/9	1939	1.71
803	8/16	2148	1.02
703	8/23	1341	1.35
801	8/20	2042	1.81

Sept 23

Chris Phone:(724)376-7013

Conneaut Lake Park Daily Log

Min. CL2 Residual= 1.00

PWSID 6200018

258295747								
Date	Time	Meter	Gallons	Free cl2	Pump Hrs	CL2 level	Fe level	Initial
1	2109	258331830	36038	2.18	305310	305310	10/25	M
2	2045	258357842	26,012	2.15	30547.1		23	MDS
3	1015	258381848	24,006	2.09	30561.8	9	2T	MDS
4	1716	258438303	56455	1.42	30589.1	30589.1		M
5	1419	258494759	56456	1.22	306088	6		M
6	1740	258527161	32405	1.81	30625.8	7		M
7	2123	258577754	50593	1.11	30645.8	10		M
8	2020	258623986	46232	1.09	30661.7	9		M
9	2015	258657584	33602	1.08	30672.1	8	23.25	M
10	1613	258682134	24850	1.10	30683.7	7		M
11	2110	258745608	63474	1.15	30709.0	558		M
12	2047	258771744	26136	2.09	30718.8	54		M
13	2009	258805463	33719	2.17	30740.1	53		M
14	1217	258830100	24637	2.89	30751.7	52		M
15	2138	258887804	57704	2.04	30780.1	51		M
16	2030	258909516	21712	2.02	30791.6	50	22.00	MDS
17	1100	258923222	13706	1.91	307986	49		MDS
18	2015	258962311	39149	2.17	308321	48		M
19	2128	259011544	15273	2.08	30857.7	47		M
20	2150	259021771	10227	1.51	30867.1	46		M
21	1830	259069128	38357	1.74	30881.9	45		M
22	2056	259103776	43648	1.56	309078	44		M
23	1003	259110036	6260	1.60	30910.1	43	22.5	CRTG
24	1225	259159957	49921	1.41	30930.7	41		CRTG
25	1837	259184810	24863	1.39	30943.1	40		M
26	2231	259224647	34837	2.16	30971.0	39		M
27	2225	259246777	22130	2.00	30995.0	38		M
28	2229	259286881	40104	1.37	31019.0	4039	21.5	M
29	1825	259312531	25650	1.20	31026.0	39		M
30	2008	259376078	63547	1.48	31052.1	38		M
31								

↑40
↑41
↑38
↓37
↓36
↓35
↑36

9/9	FE	.75
9/16	FE	1.20
9/23	FE	.86
9/28	FE	.75

location	date	time	free cl2
801	09/16	1745	1.32
802	09/13	7618	1.90
803	09/20	2158	1.56
703	09/27	2240	1.88
801			

July 23

Chris Phone:(724)376-7013

Conneaut Lake Park

Daily Log

Min. CL2 Residual= 1.00

PWSID 6200018

256349279

Date	Time	Meter	Gallons	Free cl2	Pump Hrs	CL2 level	Fe level	Initial
1	2130	256385021	35,792	1.39	29914.9	13		MDS
2	1230	256405481	20,460	1.32	29919.4	12		MDS
3	2239	256452878	47397	1.80	29926.0	11		M
4	1701	256482430	29552	1.76	29930.1	11		M
5	1250	256515446	33018	1.82	29934.7	10		CRTG
6	1930	256582204	66756	1.71	29944.2	9		M
7	2210	256614671	32467	1.56	29948.8	8		M
8	1645	256639786	25115	1.19	29952.5	7	30	M
9	1602	256679794	39968	1.18	29958.1	6		M
10	2250	256710518	30764	1.41	29962.6	5		M
11	2255	256741533	31015	1.36	29967.2	5		M
12	2158	256751880	10347	1.14	29968.6	5		M
13	1108	256769420	7546	1.07	29971.3	4		CRTG
14	2120	256798581	29161	1.23	29975.6	11	29.25	M
15	1358	256829152	20371	1.18	29980.1	10		CRTG
16	1815	256865349	36197	1.05	29985.3	9		MDS
17	2255	256923349	58000	1.94	29994.0	5.5		M
18	2223	256954660	31311	2.14	29998.6	5.5		M
19	1439	256963978	9318	1.51	29999.9	5.4		CRTG
20	1118	256992369	27371	1.77	30001.7	5.3		CRTG
21	2250	257047422	56053	1.43	30013.5	5.3	29.50	M
22	2015	257077816	30394	1.67	300	5.2		MDS
23	1600	257104937	27121	1.53	30024.1	5.1		MDS
24	2210	257133253	26316	1.42	30029.4	5.1		M
25	1850	257163770	30467	1.67	30034.9	5.0		M
26	1733	257186125	22406	1.99	30038.7	5.0		M
27	1804	257200712	14587	1.30	30041.4	4.9	29.25	M
28	1945	257232077	31365	1.44	30049.7	4.8		M
29	2031	257257280	25203	1.55	30056.8	4.2		M
30	2224	257322404	35124	1.73	30063.5	4.2		M
31	1630	257344690	22286	2.15	30069.5	4.1		M

7/8 FE 1.82
 7/8 FE 1.73 ↓

7-20-23 = repaired sodium silicate pump
 - replaced suction tubing
 = manual backwash filters 1&2

7/21 FE 1.65 ↓
 7/24 FE 83 ↑

Distribution Chlorine

location	date	time	free cl2
701801	7/5	1255	1.23
701802	7/12	2201	1.12
701803	7/19	1443	1.61
701703	7/26	1740	1.01
801			



JUNE 23

Chris Phone:(724)376-7013

Conneaut Lake Park Daily Log

Min. CL2 Residual= 1.00

PWSID 6200018

255335541

Date	Time	Meter	Gallons	Free cl2	Pump Hrs	CL2 level	Fe level	Initial
1	2311	255375314	39773	1.33	29784.5	21		M
2	2220	255409387	34073	1.18	29789.0	30		M
3	2211	255463082	55695	1.11	29795.8	29		M
4	2330	255504849	41767	1.16	29801.7	28		M
5	2220	255536060	32211	1.12	29805.1	28		M
6	2237	255566040	29980	1.15	29809.0	29		M
7	2008	255597080	31040	1.13	29813.0	27		M
8	2157	255629368	32288	1.37	29817.1	26		M
9	2201	255660746	31378	1.20	29821.1	27.25	24.5	M
10	2030	255693395	32649	1.41	29825.5	26		MDS
11	0800	255724095	30700	1.36	29829.3	25		MDS
12	2221	255786676	62581	1.30	29837.3	25		M
13	1608	255803935	17259	1.26	29839.5	24		"
14	2210	255848521	44586	1.20	29845.4	23		M
15	1810	255878067	29596	1.29	29849.1	24	24.25	M
16	2018	255907725	29658	1.47	29852.6	23		M
17	2044	255940484	32159	1.64	29857.4	23		M
18	2314	255973016	32532	1.59	29861.4	22		M
19	2315	256005976	32960	1.60	29865.7	22		M
20	2230	256036010	26034	1.63	29869.6	21		M
21	1908	256064806	28796	1.50	29873.5	21		M
22	2157	256094356	29550	1.43	29877.4	20	24	M
23	1050	256094356	---	1.37	29877.4	20		CRTG
24	1343	256128979	34629	1.40	29882.0	19		CRTG
25	1133	256180748	51759	1.33	29888.7	18		CRTG
26	2031	256226107	45359	1.59	29895.0	18		M
27	2259	256255194	29087	1.58	29898.9	17		M
28	2106	256284975	29781	1.50	29903.0	16	30.25	M
29	1835	256294009	4034	1.43	29904.2	15		M
30	2115	256349271	55276	2.00	29911.7	14		M
31								

Date	Time	Fe	CL2
6/9		1.71	
6/15		.88	
6/22		1.09	
6/28		.31	

location	date	time	free cl2
801	6/7	2231	.73
802	6/14	2215	.98
803	6/21	1918	1.21
703	6/28	2206	1.30
801			

Chris Phone:(724)376-7013

Conneaut Lake Park

MAY 2023
Daily Log

Min. CL2 Residual= 1.00

PWSID 6200018

254454913

Date	Time	Meter	Gallons	Free cl2	Pump Hrs	CL2 level	Fe level	Initial
1	2230	254483009	78596	1.79	29669.4	34		M
2	2255	254512358	29343	1.68	29673.5	34		M
3	1926	254517249	4897	1.45	29674.2	34		M
4	1627	254542401	35152	1.65	29677.5	39	31.5	M
5	1205	254569873	27472	1.59	29680.7	39		M
6	2130	254601342	31469	1.39	29683.9	38		MDS
7	1000	254626159	24817	1.47	29687.0	38		MDS
8	2045	254654403	28244	1.45	29691.5	37		M
9	2230	254683584	29181	1.63	29695.3	37		M
10	2250	254715056	31472	1.55	29699.4	36		M
11	1815	254715056	-	1.41	29699.4	36		M
12	1714	254747741	27685	1.61	29703.0	39	31.25	M
13	1130	254774284	31543	1.52	29706.8	38		MDS
14	1030	254803436	29152	1.43	29710.1	37		MDS
15	1820	254832471	29035	1.57	29714.8	37		M
16	1931	254859698	27227	1.58	29718.5	36		M
17	0808	254888691	28993	1.58	29722.4	35		CRITC
18	1937	254915164	26473	1.83	29725.7	34		M
19	1535	254943377	28213	1.76	29729.3	33		M
20	1433	254971532	28156	1.40	29732.6	32	31	M
21	1545	255003350	31818	1.54	29736.9	31		MDS
22	1758	255032066	29716	1.61	29740.5	30		M
23	2255	255060886	28820	1.25	29744.3	30		M
24	2044	255060886	-	1.12	29744.3	30		M
25	2001	255089987	79101	1.42	29748.0	29		M
26	2255	255149161	59174	1.39	29755.5	28		M
27	2050	255184158	34797	1.28	29759.7	27		M
28	2045	255241718	57560	1.24	29767.3	26		M
29	2221	255283370	41672	1.37	29772.7	25		M
30	2210	255313432	30045	1.43	29776.5	24		M
31	1711	255335841	22109	1.32	29779.3	23		M

S/3 Grand Bedwash tanks

5/2	FE	1.18
5/12	FE	1.35
5/20	FE	1.10

Distribution Chlorine

location	date	time	free cl2
701 801	5/03	1925	1.03
701 802	5/10	2258	1.26
701 803	5/17	0816	1.39
701 703	5/24	2056	.91
701 801	5/31	1722	1.12

April 2023

Chris Phone:(724)376-7013

Conneaut Lake Park

Daily Log

Min. CL2 Residual= 1.00

PWSID 6200018

		253849133				47			
Date	Time	Meter	Gallons	Free cl2	Pump Hrs	CL2 level	Fe level	Initial	
1	1838	—	—	1.11	—	47		CRG	
2	1647	253882470	33337	1.05	295910	46.5		CRG	
3	2230	253909962	27492	1.95	295945	46		M	
4	1759	—	—	1.80	—	46		M	
5	2055	253936998		2.01	29598.1	45		M	
6	2020	253966044	29046	1.80	29602.1	44		M	
7	2250	—	—	1.93	29602.1	44	33.25	M	
8	1530	253996697	30598	1.76	29606.1	43		MDS	
9	1030	—	—	1.68	—	43		MDS	
10	2050	254024686	27989	1.79	29609.7	42		M	
11	2213	254051845	27159	1.81	29613.4	41		M	
12	1633	254054907	3062	1.38	29613.6	41		M	
13	1925	254080239	25332	1.46	29616.9	40		M	
14	1455	254106922	26883	1.30	29620.5	40		M	
15	2226	254135918	28996	1.68	29624.3	39		M	
16	1730	254168514	32596	1.53	29628.9	39	33	M	
17	2135	254197175	28661	1.26	29632.3	41		M	
18	2040	—	—	1.19	29632.3	41		M	
19	2035	254225758	28583	1.64	29636.2	40		M	
20	2100	254254458	28700	1.57	29640.0	39		M	
21	2301	254261114	1656	1.27	29640.9	39		M	
22	1716	—	—	1.31	—	39		CRG	
23	1911	254310219	49105	1.37	29647.4	36		CRG	
24	2310	254341058	31839	1.23	29651.5	37		M	
25	2209	254358424	17366	1.14	29653.7	37		M	
26	1619	254368277	9858	1.15	29655.0	36		M	
27	2116	254398142	29870	1.17	29658.7	35		M	
28	1015	—	—	1.11	29658.7	35		M	
29	2030	254429429	31287	1.21	29663.6	34		MDS	
30	1230	254454413	24,984	1.09	29666.4	34		MDS	
31									

4-2-23 cl² ↑ 55/55

4/7/23 FE 1.13

4/16/23 FE 1.50 ↓

4/27/23 F3 1.63

Distribution Chlorine

location	date	time	free cl2
801	4/05	2104	1.81
802	4/12	1644	1.20
803	4/19	2041	1.31
703	4/26	1625	.87
801			

MAR 23

Chris Phone:(724)376-7013

Conneaut Lake Park

Daily Log

Min. CL2 Residual= 1.00

PWSID 6200018

253328651								
Date	Time	Meter	Gallons	Free cl2	Pump Hrs	CL2 level	Fe level	Initial
1	2115	253355782	27131	1.22	29522.8	12	34.5	WI
2	2127	253381440	26158	1.36	29526.4	11.5		WI
3	2100	-	-	1.14	29526.4	11.5		M
4	2051	253410466	28526	1.19	29530.1	10		M
5	2115	253437905	27439	1.23	29533.6	9		M
6	2135	253437905	-	1.30	-	9		M
7	2034	253465570	27665	1.28	29537.2	8		M
8	2110	-	-	1.19	-	8		M
9	2150	253492893	27323	1.15	29540.5	50		M
10	2145	-	-	1.20	-	50	34	M
11	1232	253520097	27204	1.31	29543.9	49	34	CATC
12	1645	-	-	1.22	-	-	-	CATC
13	2039	2535466766	26669	2.06	29547.3	48		M
14	2240	253573671	26905	1.95	29550.8	47		M
15	2303	-	-	1.83	-	47		M
16	2200	253601766	28095	1.99	29554.5	46	33.5	M
17	1121	-	-	1.57	-	-		M
18	2130	253629073	27307	1.61	29558.0	45		MDS
19	1130	-	-	1.49	-	-		MDS
20	2235	253657764	28691	1.44	29561.7	44		M
21	2210	253685508	27744	1.11	29565.2	43		M
22	1515	-	-	1.08	-	43		M
23	2219	253713106	27598	1.13	29568.8	42	33	M
24	2038	-	-	1.09	-	50		M
25	2300	-	-	1.07	-	50		M
26	2255	253765828	52722	1.15	29575.8	49		M
27	2300	253765828	-	1.09	-	49		M
28	1107	-	-	1.14	-	-		CATC
29	2240	253821320	55492	1.12	29583.7	48		WI
30	0814	-	-	1.09	-	48		M
31	2210	253849133	27813	1.17	29586.7	47	32.75	M

FE 3/1/23	FE	1.33 ↓
Fixed SS. line injector		3/8/23
Fixed CL2 injector		3/9/23
3/10/23	FE	1.99
3/17/23	FE	1.35
3/23/23	FS	1.55 ↓
3/31/23	FE	1.73 ↓

location	date	time	free cl2
801	3-1	2120	.89
802	3-8	2121	.91
803	3-15	2315	1.56
703	3-22	1524	.73
801	3-29	2251	.71

FEB 23

Chris Phone:(724)376-7013

Conneaut Lake Park

Daily Log

Min. CL2 Residual= 1.00

PWSID 6200018

		252797568				21			
Date	Time	Meter	Gallons	Free cl2	Pump Hrs	CL2 level	Fe level	Initial	
1	2210	252800546	2978	1.55	29452.0	20		M	
2	2123	252829295	29849	1.66	29455.6	23	13.5	M	
3	2120	752860640	31245	1.38	29459.4	22		M	
4	1400	252890413	29,773	1.51	29462.9	21		MDS	
5	1715	252921323	30,910	1.39	29466.6	20		MDS	
6	2120	252950127	28804	1.36	29470.2	20		M	
7	2235	252977530	27403	1.31	29473.5	19		M	
8	2230	252977530	-	1.10	-	19		M	
9	2141	253004532	27002	1.14	29476.8	18	12.5	M	
10	2333	253004532	-	1.11	-	18		M	
11	2308	253089722	25190	1.70	29480.7	17		M	
12	2310	253057439	27717	1.34	29483.8	16		M	
13	1216	253057439	-	1.29	-	-		CATC	
14	2235	253084019	26680	1.76	29487.2	16		M	
15	2246	253090677	6658	1.25	29488.1	16	12	M	
16	1924	253109019	18342	2.18	29490.5	17	34.35	M	
17	2123	253136853	21834	1.15	29494.2	17		M	
18	1010	253145862	9009	1.19	29496.7	17		CATC	
19	1102	253164872	19010	1.26	29497.8	16		CATC	
20	2231	253191178	26306	1.21	29501.3	15		M	
21	2215	253217911	26733	1.28	29504.9	14		M	
22	2310	253217911	-	1.19	-	14		M	
23	2112	253245462	27552	1.41	29508.5	13		M	
24	2020	253271752	26289	1.38	29511.7	13		M	
25	1845	253271752	-	1.52	-	12		MDS	
26	1100	253289593	17841	1.37	29514.4	12		MDS	
27	2124	253328651	39058	1.29	29519.3	12	34.5	M	
28	1801	-	-	1.18	-	12		M	
29									
30									
31									

2/2/23	FE	0.76
2/9/23	FE	0.95
2/15/23	FE	0.74
2/21/23	FE	1.00

location	date	time	free cl2
801	2/1	2215	1.17
802	2/8	2239	.88
803	2/15	2253	1.29
703	2/22	2319	.79
801			

JAN 2023

Chris Phone:(724)376-7013

Conneaut Lake Park

Daily Log

Min. CL2 Residual= 1.00

PWSID 6200018

		351989 968				35	38		
Date	Time	Meter	Gallons	Free cl2	Pump Hrs	CL2 level	Fe level	Initial	
1	1735	252020538	30552	2.17	79349.5	34		M	
2	1938	252051559	31021	1.84	79353.3	33	15	M	
3	1900	252080049	28490	1.89	79357.2	32		M	
4	2042	252107704	27655	2.17	79361.0	31		M	
5	2250	252134986	27282	7.05	79364.0	30		M	
6	2650	252163373	28387	1.60	79368.6	33		M	
7	1208	252193512	30159	1.58	29372.6	32		CRIG	
8	1410	252222664	29152	1.44	29376.9	30		CRIG	
9	2138	252252650	29986	1.47	29380.0	29		M	
10	2110	252281420	28770	1.53	79383.6	28		M	
11	1702	252281770	350	1.12	29385.7	28		M	
12	1433	252310415	28645	1.93	29381.4	27		M	
13	2200	252363590	53175	1.54	79394.3	26	14.7	M	
14	2030	—	—	1.48	—	26		MOS	
15	0845	252387746	24,156	1.63	29397.7	25		17DS	
16	1616	252413130	25384	1.59	29401.3	24		M	
17	2146	252438875	25745	2.19	29404.7	24		M	
18	2230	252464074	25199	2.18	29408.1	23		M 43/49	
19	2141	252489983	25909	1.30	29411.7	22		M	
20	2030	252516112	26129	1.21	29415.3	21	14	M	
21	2041	252542979	26867	1.10	29419.1	20		M	
22	2243	252571310	28331	1.12	29422.9	20		M	
23	2040	252581879	10569	1.24	29424.3	19		M	
24	1553	252598969	17090	1.19	29426.6	19		M	
25	1752	252625330	26361	1.44	29430.1	26	13.5	M	
26	1943	252654399	29069	1.32	29433.6	25.5		M	
27	2230	252682774	28375	1.43	29437.3	25		M	
28	1248	252699517	26943	1.52	29439.4	24		CRIG	
29	1200	252711477	11,960	1.95	29441.2	23		MOS	
30	2004	252766362	54885	1.10	29447.9	22		M	
31	2250	252797568	31206	1.15	29451.7	21		M	

Fe 1/2	0.88
FF 13/2	.91
FF 20/2	1.02
FF 25/2	.95

location	date	time	free cl2
801	1/4	2049	1.87
802	1/11	1711	.77
803	1/18	2238	2.93
703	1/25	1800	1.01
801	1/31	2259	.69

Exhibit 18
12/11/23 email
re: 2023 logs

Mark J. Shaw

From: Mark J. Shaw
Sent: Monday, December 11, 2023 3:44 PM
To: Kaster, Allison; Podskoch, Michael; Breitman, Harrison W.; Webb, Sharon; Joshua Brown
Cc: 'cheppenstall@gfnet.com'
Subject: RE: Convention Center Electric Bills
Attachments: clp daily logs 2022.pdf

See the 2022 logs. Thanks.

Mark

From: Mark J. Shaw
Sent: Monday, December 11, 2023 1:57 PM
To: Kaster, Allison <akaster@pa.gov>; Podskoch, Michael <mpodskoch@pa.gov>; Breitman, Harrison W. <HBreitman@paoca.org>; Webb, Sharon <swebb@pa.gov>; Joshua Brown <jbrown@dmkcg.com>
Cc: cheppenstall@gfnet.com
Subject: RE: Convention Center Electric Bills

Also, during the inspection, a request was made for the water system logs relating to water usage. Attached is the logs for 2023. I'm working on getting 2022. If you do not need 2022, please let me know.

Thanks.

Mark

From: Mark J. Shaw
Sent: Monday, December 11, 2023 10:47 AM
To: Kaster, Allison <akaster@pa.gov>; Podskoch, Michael <mpodskoch@pa.gov>; Breitman, Harrison W. <HBreitman@paoca.org>; Webb, Sharon <swebb@pa.gov>; Joshua Brown <jbrown@dmkcg.com>
Cc: cheppenstall@gfnet.com
Subject: Convention Center Electric Bills

All,

A question was raised regarding the separate bills for the separate meter on the convention center. Please see the attached bills for the Convention Center account.

Also please see the meter readings from the Sewer Authority.

Thanks.

Mark

Chris Phone:(724)376-7013

Jan 2022
Conneaut Lake Park Daily Log

Min. CL2 Residual= 1.00

PWSID 6200018

Date	Time	Meter	Gallons	Free cl2	MOS	CL2 level	Fe level	Initial
		239549936						
1	7736	239588527	38591	2.03		277600		M
2	7221			1.98		27760.0		M
3	2135	239627657	39130	1.61		27764.6	6.75	M
4	1911	23962012	35356	1.13		27762.2		M
5	2041	239649233	28281	1.25		277730		M
6	2032	239728411	39118	1.89	277783	7		M
7	1840	239757473	29662	2.18	27782.2	16		M
8	1035	239781023	28550	2.01	277851	15		CATG
9	1017	239826782	45966	1.93	277909	14		CATG
10	1830	239916800	89,811	1.73	27801.6	13		MDS
11	2208	239975999	59199	2.28	27801.0	12		M
12	2133	240058877	82878	2.08	27818.7	10		M
13	1300	240083358	24481	1.81	27824.5	9		M
14	2011	240153960	70602	1.99	27830.8	8	5.75	M
15	1945			1.91		7		MDS
16	1345	240238408	84,448	1.84	27841.7	6		MDS
17	1527			1.56	27853.7	5		CATG
18	1755	240372942		1.56	27853.7	10		M
19	2015	240420488	47566	2.17	27864.2	9		M
20	2048	240484766	44368	2.19	27869.6	8		M
21	2021	240509572	44812	2.17	27874.9	7	4.25	M
22	2200	240558496	48913	1.80	27880.7	6		M
23	2033	240604215	43719	1.82	27886.5	5		M
24	2024	240642240	38025	1.67	27891.3	15		M
25	2029	240698403	66163	1.86	27898.7	14		M
26	2031	240725829	37426	1.93	27903.6	13		M
27	1922	240807822	71993	1.45	27912.4	12		M
28	2310	240853628	45806	1.55	27917.8	18	12	M
29	1500	240902978	49350	1.78	27923.7	17		MDS
30	1339	240952690	49662	1.67	27929.8	16		CATG
31	1632	241086058	104028	1.55	27941.9	15		CATG

1/2/22	FE	1.55
1/4/22	FE	1.87
1/21/22	FE	1.77
1/23/22	FE	1.96
ISJ	1/28/22	

location	date	time	free cl2
701 801	1/5	2047	1.83
701 802	1/12	2139	1.81
701 803	1/19	2020	1.64
701 703 801	1/26	2037	1.52

6200018

Wastewater Sampling Log

CLP FEB 2022

Location: 24105 GGGG CC FE LEVEL

Date	Time / Collected	Time / Analyzed	pH	D.O.	Temp.	Flow	Total Cl2	Initial
1	2030	241134749	15	78081		27957.9	1.57	M
2	1919	241199160	12	64411		27908.4	1.78	M
3	1820	241254587	9	55477		27967.1	1.65	M
4	2210	241352008	16	97419	10.15	27978.9	1.75	M
5	2045	241399214	15	47208		27984.7	1.64	MDS
6	2130	241470261	14	71047		27993.3	1.69	MDS
7	1930	241524865	13	91604		27999.7	2.17	M
8	2100	241614213	17	97348		28011.4	1.82	M
9	2179	241675319	10	61106		28019.1	1.74	M
10	2028	241773224	31	97408		28030.9	1.70	M
11	1957	241826885	29	53661		28037.3	1.55	M
12	1735	241880380	28	53494		28043.7	1.20	M
13	1710	241931548	26	51166	8	28050.5	1.69	M
14	2130	242002757	24	71211		28059.3	1.57	M
15	1828	242049247	23	46440		28065.0	1.87	M
16	2138	242098627	21	41386		28071.1	1.76	M
17	1928	242152818	20	5491		28077.8	1.84	M
18	1911	242234580	16	81762	7.5	28087.6	1.67	M
19	1930	242285449	15	50869		28093.7	1.52	MDS
20	2110	242338314	19	52945		28100.1	1.24	M
21	2009	242380480	13	42086		28105.3	1.27	M
22	2300	-	21.5	-		28105.3	1.19	M
23	1920	242484342	20	103862		28117.5	1.37	M
24	2241	242523690	19	61348		28123.9	1.29	M
25	2230	242613137	18	79447	7	28132.5	1.77	M
26	1300	242627003	17	13866		28134.0	1.91	MDS
27	1310	242670279	16	43726		28140.3	1.64	MDS
28	2053	242761880	15	41101		28151.0	1.53	M
29				91101				
30								
31								

NOTES:	FE	2/4/2022	1.01	location	DATE	TIME	Flow CL2
	FE	2/13/2022	79	701	2/2	1925	1.42
	FE	2/18/2022	1.10	803	2/9	2140	.78
	FE	2/25/2022	1.82	802	2/16	2145	1.03
				701	2/23	1930	.96

CONNS LAKE MAR 2022

Chris Phone:(724)376-7013

Daily Log

Min. CL2 Residual=

PWSID 6200018

Date	Time	Meter	Gallons	Free cl2	Pump hrs	CL2 level	Fe level	Initial
1	7:21	242801796	39916	1.83		15		MJ
2	8:00	242841789	30293	1.59		14		MDS
3	10:08	242881657	40464	1.38		13		MJ
4	17:06	242920900	43553	1.30		12		MJ
5	18:00	242971988	46482	1.58	281785	11		MJ
6	18:10	243013998	472010	1.62	281836	10		LLJ
7	17:50	243058024	44031	1.69	28189.0	10	4.6	MJ
8	13:51	243098741	40912	1.98	28194.2	9		CATC
9	19:08	243177751	78810	2.15	28204.0	8		MJ
10	17:35	243223672	45721	2.16	28204.5	7		MJ
11	18:30	243264186	45434	1.66	28215.4	13	4	MJ
12	11:08	243283999	14993	1.58	28217.1	12		CATC
13	18:43	243308421	24422	1.76	28218.6	11		CATC
14	15:56	243343892	282257M	1.98	28225.6	10		MJ
15	17:11	243378667	34765	1.57	28230.1	9	3.5	MJ
16	20:20	243378657	—	1.39	—	9		MDS
17	18:30	243413376	34,719	1.49	28234.7	8/42		MDS
18	16:30	243447685	34,309	1.64	28238.9	41		MDS
19	19:30	—	—	1.32	—	41		MDS
20	16:00	243483824	36,139	1.61	28243.5	40		MDS
21	11:48	243519274	24450	1.50	28245.7	39		CATC
22	17:30	243519131	857	1.57	28249.1	38	3.25	MDS
23	21:30	243556018	36,887	1.39	28252.7	37		MDS
24	14:55	243571676	18630	1.40	28253.9	36.5		CATC
25	16:30	243597419	26271	2.09	28257.9	36		MJ
26	16:00	243631532	33613	1.68	28262.5	35		MJ
27	20:50	243672308	40776	1.31	28267.0	34		MJ
28	17:08	243677308	—	1.29	—	301		MJ
29	20:00	243709439	37131	1.28	28271.5	33	8.5	MJ
30	20:10	243750605	47166	1.36	28276.3	32		MJ
31	18:10	243790069	34464	1.47	28281.0	31		MJ

2-3-22 - to 5/55

FE 3/7	1.83
FE 3/11	1.26
FE 3/15	2.13
FE 3/22	1.98

Distribution Chlorine

location	date	time	free cl2
701 801	3/2	1809	1.61
701 802	3/9	1916	1.92
701 803	3/16	2027	1.16
701 703	3/23	2139	.87
701 801	3/30	2017	.98

COM LAKE APR 2022

Chris Phone:(724)376-7013

Daily Log

Min. CL2 Residual=

PWSID

243790069								
Date	Time	Meter	Gallons	Free cl2	PUMP	CL2 level	Fe level	Initial
1	1535	243790069	—	1.61	28281.2	31	8.25	M
2	1233	2437901717	31,640	1.70	28286.1	30		CR2
3	1419	2437904594	47500	1.48	28290.0	29		CR2
4	1519	2437907869	47575	1.24	28295.7	28		CR2
5	1745	243790518	34441	1.61	28300.4	27		M
6	1855	2437936818	—	1.62	28300.4	27		M
7	1620	2437970163	33,845	1.71	28304.7	26		MDS
8	2001	244011771	41628	1.74	28310.1	25		M
9	1220	244036105	24,314	1.67	28313.5	24	8	MDS PW
10	0930	244048522	12,417	1.41	28315.0	23		MDS
11	1900	244088836	40314	1.38	28320.3	22		M
12	2009	244122490	33654	1.21	28324.5	21		M
13	2010	244158183	35893	1.40	28328.9	20		M
14	2135	244196190	38007	1.30	28333.4	19		M
15	2011	244235323	37143	1.36	28338.0	18		M
16	1850	244237373	—	1.31	28338.0	19	7.75	M
17	1820	244270275	36942	1.39	28342.8	18		M
18	1900	244272949	42674	1.28	28346.2	16		M
19	2100	244312949	—	1.21	—	16		M
20	1925	244352772	39833	1.46	28346.6	15		M
21	1800	244390954	38182	1.40	28351.4	14		M
22	1755	244390954	—	1.30	28357.4	16	7.5	M
23	1930	244428087	57,133	1.46	28362.0	15		MDS
24	2030	244461356	33269	1.35	28366.8	14		MDS
25	1820	244491866	30510	1.22	28371.4	13		M
26	2000	244524435	32572	1.64	28376.0	12		M
27	1825	—	—	1.60	28376.0	12		M
28	1745	244503109	38726	1.22	28380.0	11		M
29	1950	244593419	30265	1.16	28384.6	10	6.75	M
30	1515	244599098	5679	1.60	28385.7	45		MDS
31								

FE 4/6	1.83
FE 4/9	7.15
BAZUKASHA 4/9	
FE 4/16	1.05
FE 4/22	1.11
FE 4/29	7.0

location	date	time	free cl2
801	4-6	1906	1.11
802	4-13	2021	.89
803	4-20	1933	1.80
703	4-27	1838	1.22
801			

LOW MAY

Chris Phone:(724)376-7013

Daily Log

Min. CL2 Residual=

PWSID 6200018

Date	Time	Meter	Gallons	Free cl2	Flow	CL2 level	Fe level	Initial
1	14:20	244634501	41052	1.59	28385.7	44		Smk
2	14:20	24463643	25/142	1.25	28393.7	43.5		Smk
3	2009	244663643		1.70	28393.7			M
4	1901	244690314	26671	1.81	28397.7	42		M
5	2020			1.79	28397.7	42		M
6	2030	244726100	35546	1.76	28401.7	41	5	M
7	1300	24476060		1.72	28401.7	41		M
8	1803	244774905	48745	1.45	28401.8	40		M
9	1650	244910285	35380	1.76	28412.1	39		M
10	1530			1.69	28412.1	39		M
11	1800	244850365	40080	1.54	28417.2	38		M
12	2115			1.49	28417.2	38		M
13	2030	244884338	33973	1.32	28421.7	41.7	4.5	M
14	1451	2449084330		1.32	28421.7	41	4.5	Smk
15	21:08	244888781		1.77	28422.1	40	4.0	Smk
16	2300	244920464	31683	1.94	28425.6	39		M
17	1830	244950092	29528	1.82	28426.6	38		M
18	2239	244974100	24037	1.80	28431.3	37	3.75	M
19	2055			1.71				M
20	1915	244994515	20386	1.77	28433.6	36		M
21								
22	1313	245065707	71192	1.57	28433.1	34		M
23	1920	245100222	63835	1.31	28437.1	33		M
24	2210	245150062	15623	1.54	28450.5	33	3.50	M
25	2231	245150062		1.74	28450.5	32		M
26								
27								
28	1230	245198152		1.01	28456.7	32		MDS
29	1200	245284968	86816	1.12	28467.8	31		MDS
30	1721	245369720	84752	1.15	28471.3	30		M
31	1910	245382828	13108	1.62	28481.0	30		M

1515 244599098

5679

1.66

28385.7 11/45

Distribution Chlorine

location	date	time	free cl2
701 801	4/5	1911	1.13
701 802	4/5	1812	1.98
701 803	18/5	2248	1.53
701 703	25/5	1248	1.24
801			

S-6 FE 1.54

S-16 FE 1.54

S-17 BACKWASHED TANKS Empty

S-19 FE 1.10

9-24 FE 2.8

CONW LAKE

JUNE 2022

Chris Phone: (724)376-7013

Daily Log

Min. CL2 Residual= 1.00

PWSID 6200018

245382828

Date	Time	Meter	Gallons	Free cl2		CL2 level	Fe level	Initial
1	18:33	245444981	62153	2.18	28489.1	31		M
2	21:11	—	—	2.01	—	—		m
3	19:55	—	—	1.53	—	—		m
4	18:06	245490601	45620	1.33	28484.6	30	4	M
5	21:00	245542459	52858	1.29	28501.1	29		m
6	18:00	245571475	29016	1.25	28504.7	28		M
7	22:00	245582236	10761	1.23	28506.7	27		SW
8	22:23	245597896	15660	1.27	28508.6	26		SW
9	21:10	245597896	—	1.20	28508.6	26		M
10	20:45	245619441	21545	1.23	28511.7	29	3.75	M
11	23:36	245676017	56976	1.10	28515.6	28		SW
12	21:34	245695084	19067	1.02	28522.4	27		SW
13	18:00	—	—	1.28	28522.4	27		m
14	14:20	245730032	—	—	28628.5	26		SW
15	16:21	245782621	52589	1.74	28533.1	26		SW
16	17:30	245812803	30182	1.74	28537.8	25		SW
17	17:00	245844751	31948	1.17	28542.1	24	3.50	M
18	21:30	245886983	42232	1.21	28547.8	23		MDS
19	20:00	—	—	1.17	—	23		MDS
20	18:00	245886983	—	1.12	—	23		M
21	13:55	245960835	83852	1.22	—	22		CRIC
22	13:30	245997899	37164	1.19	28555.3	22		SW
23	13:25	246021509	23510	1.20	28564.4	21		SW
24	16:35	246081658	610146	1.21	28572.7	20	3	M
25	13:02	246110988	28333	1.39	28576.0	19		CRIC
26	14:00	246144935	53947	1.22	28582.9			CRIC
27	20:00	246198221	33286	2.18	28587.7	18		M
28	14:57	246198221	—	2.61	28597.6	17		SW
29	20:34	246224072	25851	2.01	28591.6	16		SW
30	21:24	246266326	42294	2.00	28597.5	15		SW
31								

6/4 FE .81

6/10 FE 2.18 ↓

6/17 FE 1.06

6/24 FE .79

6-21-22 / cl² ↑ 75/85

Distribution Chlorine

location	date	time	free cl2
801	1/7	1845	2.01
802	8/7	2234	.91
803	15/7	1741	1.53
703	22/7	1343	1.04
801	29/7	2045	1.89

JULY 2022

Cann Lake

Daily Log

Min. CL2 Residual= 1.00

Chris Phone: (724) 376-7013

PWSID 6200018

246266 326								
Date	Time	Meter	Gallons	Free cl2	Hrs	CL2 level	Fe level	Initial
1	17:08	246301575	35249	2.17	28662.8	14	10.5	M
2	16:20	246333058	31483	2.00	28607.1	12		M
3	19:00	246376894	43836	2.16	28612.1	11		M
4	12:59	2464112400	35506	1.02	28617.4	10		SMY
5	12:39	2464177297	64692	1.02	28625.9	9		SMY
6	14:30	246481295	3999	1.05	28626.4	8		SMY
7	19:45	246537104	55809	1.64	28634.1	8	10	M
8	22:40	246570923	33819	1.88	28638.3	10		M
9	22:00	246603521	32598	0.82	28642.3	9		SMY
10	11:00	246647739	44218	0.85	28647.8	8		SMY
11	22:45	246693969	46725	2.15	28653.6	7		M
12	07:27			2.13		7		CNTG
13	23:30	246812523	118859	2.10	28668.1	6		SMY
14	20:40	246840981	28458	2.05	28671.1	5	9.75	M
15	19:00	246872439	31458	1.83	28675.5	10		M
16	15:00	246898974		1.75	28679.2	9		SMY
17	15:00	246938121		1.73	28683.7	8		SMY
18	15:30	246966127		1.65	28687.4	7		SMY
19	20:25	247028664	62637	1.46	28698.4	6		M
20	21:30	247075995		1.41	28700.3	5		SMY
21	7:00	247101644	25649	2.18	28703.7	4		M
22	17:00	247129811	28167	1.40	28707.5	16	9.50	M
23	17:15	247165020	35209	1.61	28712.5	15		MDS
24	21:00	247211439	46419	1.41	28718.4	14		MDS
25	22:00	247218877	7438	1.95	28719.1	14		M
26	20:20	247225809	6632	1.80	28720.2	14		M
27	15:30	247270454	44945	1.76	28725.1	13		SMY
28	07:15	247272639	1575	1.80	28725.8	13		M
29	11:25	247272123	64	1.61	28725.4	12		SMY
30	14:30	247384483	12360	.98	28731.5	11		SMY
31	17:00	247384498	70015	.91	28736.8	10		SMY

7/1 FE	2.18	↓
7/3 Run Down CL2 pump	80/80	
7/7 FE	2.15	↓ 20
7/8 CL2 pump	↓ 70/70	
7/14 FE	.75	↑ 20
7/22 FE	1.71	↓ 19

location	date	time	free cl2
701801	7/6	1501	1.86
701802	7/13	1607	1.88
701803	7/20	2019	2.01
701703	7/27	1450	1.63
801			

CONN AUG 2022

Chris Phone:(724)376-7013

Daily Log

Min. CL2 Residual= 1.00

PWSID 6200018

Date	Time	Meter	Gallons	Free cl2	Hrs	CL2 level	Fe level	Initial
1	1710	—	—	2.11	—			
2	1109	247385302	—	1.58	28739.1			M
3	1512	247421342	36040	1.38	28743.0	35		CM
4	2010	—	—	1.38	—	35		M
5	2030	247524147	22805	1.06	—			
6	1658	247564599	40452	1.19	28761.5	34	10.35	M
7	2045	247621562	56903	1.30	—	17	10	M
8	2030	247673894	52332	1.28	28775.6	16		M
9	2060	247689594	15700	1.62	28777.6	15		M
10	1300	247715599	26005	1.77	28780.8	14		M
11	2250	247730352	14753	1.25	28782.7	1.3		M
12	1300	—	—	1.23	—	13		M
13	4:00	—	—	1.23	—	12		M
14	1840	247888681	—	1.29	28803.9	11		M
15	1722	247895232	6551	1.20	28804.2	11		M
16	1515	—	—	1.22	—		9.25	M
17	1930	—	—	1.75	—			
18	1931	247990386	—	2.19	28816.1	10		M
19	1900	—	—	2.00	—	10		M
20	2100	—	—	1.86	—	10		MDS
21	1045	—	—	1.94	—	10		MDS
22	1955	—	—	1.81	—			
23	7008	248137933	—	1.80	28835.9	9		M
24	1846	248217693	70160	1.86	28847.7			CNTG
25	1153	—	—	1.63	—	6		CNTG
26	2035	248273299	56206	1.58	28855.4	15	9.00	M
27	0736	—	—	1.71	—			CNTG
28	1241	248336621	63322	1.96	28864.8	13		CNTG
29	0936	—	—	1.11	—			
30	2113	248421388	—	2.17	28877.5	12		M
31	1016	—	—	1.15	—			

Date	FE	Value	Notes
08/06	FE	2.00	↓
08/16	FE	1.01	
08/20	FE	83	
08/26	FE	2.01	↓

Distribution Chlorine

location	date	time	free cl2
701 801	08/24	2015	1.04
701 802	08/10	1317	1.15
701 803	08/17	1941	1.01
701 703	08/24	1853	1.67
701 801	08/31	1025	1.86

SEPT 2022

CON LAKE

Chris Phone:(724)376-7013

Daily Log

Min. CL2 Residual= 1.00

PWSID

Date	Time	Meter	Gallons	Free cl2	Hrsg	CL2 level	Fe level	Initial
1	2010	248474081		2.15	28885.8	11		M
2	1915	288496928	22247	2.08	28889.5	10		M
3	2100	248563373	66445	1.29	28898.6	9		M
4	1911	248592165	28792	1.27	28902.3	8	9	M
5	1136	248592165		1.21		8		CRTG
6	2130	248673625		1.16	28912.9	6		M
7	2050	248690892	17247	1.11	28915.7	15		M
8	2125	248731597	40725	1.15	28920.4	14		M
9	2330	248731597	-	1.10	28920.4	14	12.5	M
10	1945	248793216	61,619	1.04	28928.2	13		MD5
11	1911	248822712	29496	1.11	28932.0	12		M
12	2250	248849896	27184	1.39	28935.2	11		M
13	2200	248895292	45396	1.14	28941.5	10		M
14	2031	248910389	15097	1.20	28943.4	9		M
15	2130	248963043	52654	1.29	28949.8	8	12.25	M
16	1850	248975697	242654	1.20	28951.4	8		M
17	1127			1.27	28953.4	8		CRTG
18	1346	249042899	867,202	1.39	28960	6		CRTG
19	1945	249084800	31901	1.52	28966.6	15		M
20	2130	249109771	24971	1.38	28969.3	14		M
21	2041	249133529	23758	1.26	28972.6	52		M
22	1522	249161355	27826	1.33	28976.3	51		CRTG
23	2120	249188763	27408	1.20	28979.6	50	12	M
24	2157	249225079	36316	1.44	28984.1	49		M
25	2310	249276688	51609	1.00	28990.5	48		M
26	2038	249304622	27934	1.21	28994.0	47		M
27	1022			1.20	28994.0	47		M
28	1916	249361423	56801	1.54	29001.2	46		M
29	1029	249374610	14187	1.46	29002.9	45		M
30	1114	249420764	45154	1.52	29008.4	44		CRTG
31								

156
150
153
154
156

09/04/22 FE 2.00 ↓ 20
 09/09/22 FE 1.95 ↓ 15
 09/15/22 FE .70 ↑ 20
 09/24/22 FE 1.03
 9-18-22 / add 15 gal. cl₂ / clean bag filter
 9-28-22 Backwashed + chem filled

location	date	time	free cl2
701 801	09/07	2010	0.82
701 802	09/14	2044	1.01
701 803	09/21	2055	1.13
701 703	09/28	1924	1.18
801			

Oct. '22

Chris Phone: (724)376-7013

Conneaut Lake Park Daily Log

Min. CL2 Residual= 1.00

249420764

PWSID 6200018

Date	Time	IRON		TOTAL CL2		FREE CL2		CL2 level	Fe level	Initial
		Pre filter	EP101	Pre filter	EP101	Pre filter	EP101			
1	2040	24945	2309	31,545		1.61	290123	44		MDS
2	1341	24947	5182	47873		1.50	290181	43		CRTG
3	1039	24950	3881	28699		1.78	290190	42		CRTG
4	1126	24953	0199	26318		1.63	290221	41		CRTG
5	0920	24955	6124	29125		1.57	290242	41.5		CRTG
6	1141	24958	3653	25429		1.48	290291	44		CRTG
7	2106	24960	7189	23536	-	1.09	290357	40.75		CRTG
8	1244	24963	9243	32054	-	1.26	290363	40.5		CRTG
9	1108	24967	1220	30977		1.33	290405	40		CRTG
10	2400	-								
11	2100	24976	2704			1.61	290520	38		M
12	1702	24976	4084	1380		1.72	290522	38		M
13	2235	24982	1891	57807		1.61	290590	37		M
14	2250	24985	8065	36174		1.68	290645	36		M
15	7058	24989	1079	33014		1.83	290685	39		M
16	1834	24997	2235	31156		1.63	290766	34		M
17	2320	24997	5927	53692		1.59	290796	33		M
18	7017	25000	5105	29178		1.43	290834	32.5	17	M
19	7416	25000	8105			1.31				CRTG
20	7135	25006	1875	56770		1.82	290909	31		M
21	1838	25006	1875			1.56	290909	31		M
22	1235	25009	0815	28940		1.49	290937	30		CRTG
23	1322	25012	2358	31543		1.33	290971	30		CRTG
24	1235	25015	2680	30322		1.60	291029	29	16.5	M
25	1031	25018	0804	28124		1.60	291067	28		M
26	1742	25020	6677	25873		1.82	291107	27		M
27	1936	25023	4092	29415		1.96	291139	26		M
28	2024	25026	3240	29148		1.99	291178	25	16.25	M
29	2100	25029	9368	36128		1.86	291223	24		MDS
30	2130	25032	8344	28976		1.97	291271	23		MDS
31	1936	25034	5408	17644		1.66	291290	23		M

Notes:

			701 10-5	0931	1.22
			701 10-12	1711	1.45
10/17	FE	71	701 10-19	1424	1.03
10/24	FE	1.08	701 10-26	1751	1.57
10/28	FO	1.10			

Nov 22

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PWSID 6200018

256345908			23					
Date	Time	Meter	Gallons	Free cl2	Pump Hrs	CL2 level	Fe level	Initial
1	1949	250373897	27989	1.72	29132.6	22		M
2	2031	250401954	28057	1.77	29136.3	21		M
3	1950	250429088	27134	1.83	29138.9	20		M
4	2028	250455494	26406	1.88	29143.4	19	17	M
5	1717	250483830	27336	1.86	29147.5	18		M ↓50
6	1931	250510833	27003	1.79	29150.6	17		M
7	2028	250538460	27637	1.59	29154.2	16		M
8	2113	250565362	26902	1.74	29157.8	15		M
9	2130	250592213	26851	1.69	29161.4	14		M
10	2039	250618874	23361	1.47	29164.2	13		M
11	2038	250620278	14704	1.42	29164.8	12	16.75	M
12								
13								
14	215	250704301		1.91	29175.8	9		M
15	245	250730041	25740	1.75	29179.2	15		M
16	2051	250755502	25461	1.80	29182.6	14		M
17	2058	250780002	24500	1.75	29185.6	14		M
18	2107	250805503	25501	1.69	29189.4	13	16	M
19	1530	—	—	1.65	—	13		MDS
20	1930	250833782	28,279	1.73	29192.9	12		MDS
21	2029	250859248	25866	1.58	29196.2	12		M
22	2051	250884641	25393	1.51	29199.5	11		M
23	1859	250913714	29073	1.47	29203.3	10		M
24	2028	250940558	26844	1.78	29206.8	10		M
25	2030	250965662	25,109	1.63	29210.0	09		MDS
26	1935	250994301	28639	1.74	29213.7	8		M
27	1950	25102550	18249	1.22	29217.6	7	15.75	M
28	2052	251064265	13876	1.22	29223.0	6		M
29	1903	251088829	24564	1.25	29226.2	5		M
30	2041	251109948	21119	1.19	29227.1	50		M
31								

11/4	FE	1.55	↓
11/11	FE	.74	
11/18	FE	.81	
11/27	FR	.76	

location	date	time	free cl2
701 801	11/2	2043	1.35
701 802	11/9	2141	1.43
701 803	11/16	2400	1.41
701 703	11/23	1910	1.03
701 801	11/30	2058	.86

Exhibit 19
12/11/23 email re:
convention center electric bills

Mark J. Shaw

From: Mark J. Shaw
Sent: Monday, December 11, 2023 10:47 AM
To: Kaster, Allison; Podskoch, Michael; Breitman, Harrison W.; Webb, Sharon; Joshua Brown
Cc: cheppenstall@gfnet.com
Subject: Convention Center Electric Bills
Attachments: 100144501655-095337731994-.PDF; 100144501655-095457585024-.PDF; 100144501655-095737192699-.PDF; 100144501655-095607490844-.PDF; 100144501655-095029490811-.PDF; 100144501655-095577606064-.PDF; 100144501655-095677091498-.PDF; 100144501655-095287739598-.PDF; 100144501655-095537350098-.PDF; 100144501655-095677195212-.PDF; 100144501655-095587336799-.PDF; 100144501655-095647302134-.PDF; Metered Readings Summary.pdf

All,

A question was raised regarding the separate bills for the separate meter on the convention center. Please see the attached bills for the Convention Center account.

Also please see the meter readings from the Sewer Authority.

Thanks.

Mark

Messages (Continued)

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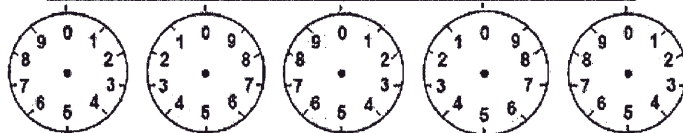
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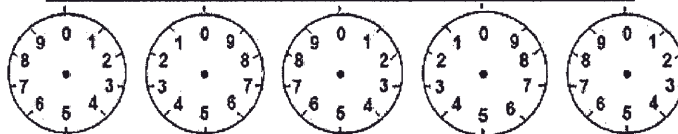
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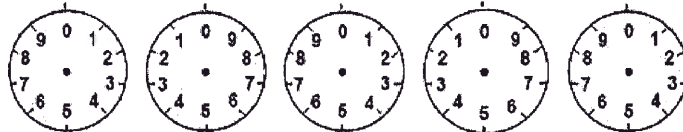
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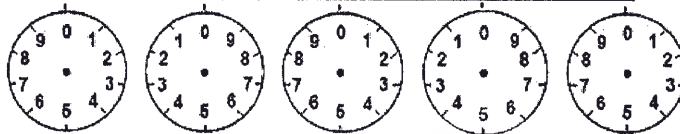
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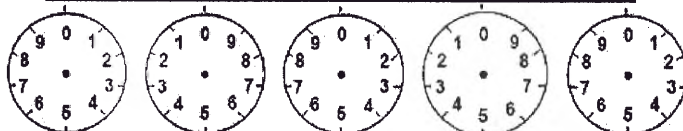
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Messages (Continued)

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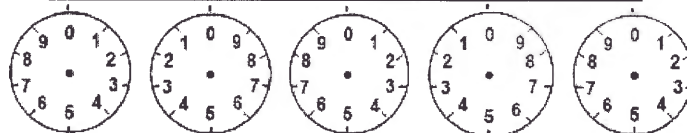
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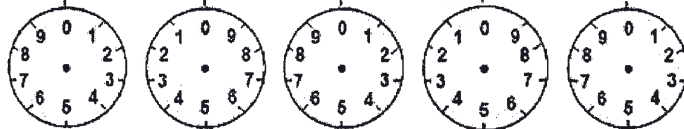
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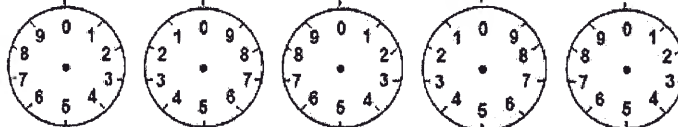
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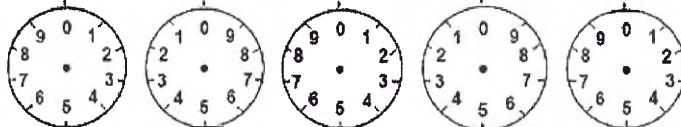
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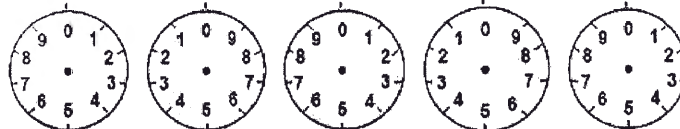
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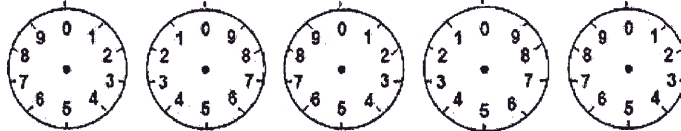
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METERED ACCOUNTS	CURRENT	PREVIOUS		
	READING	READING	USAGE	BILLING
1st Quarter 2022				
CAMPERLAND SMALL #1002065010	998,190	998,190	0	\$90.00
CAMPERLAND LARGE #1002065010	182,300	182,300	0	\$19.25
HOTEL CONNEAUT (BR) #1003020010	15,592,200	15,500,400	91,800	\$738.02
HOTEL WEST WING (CUBIC)# 1003020010	1,890,780	1,860,830	29,950	\$1,796.69
2nd Quarter 2022				
CAMPERLAND SMALL #1002065010	1,141,900	998,190	143,710	\$1,154.33
CAMPERLAND LARGE #1002065010	207,300	182,300	25,000	\$19.25
HOTEL CONNEAUT (BR) #1003020010	15,644,800	15,592,200	52,600	\$423.63
HOTEL WEST WING (CUBIC)# 1003020010	1,935,910	1,890,780	45,130	\$2,707.33
3rd Quarter 2022				
CAMPERLAND SMALL #1002065020	1,249,750	1,141,900	107,850	\$866.74
CAMPERLAND LARGE #1002065020	242,400	207,300	35,100	\$283.28
HOTEL CONNEAUT (BR) #1003020010	15,786,300	15,644,800	141,500	\$1,136.61
HOTEL WEST WING (CUBIC)# 1003020010	2,002,020	1,935,910	66,110	\$3,965.91
4th Quarter 2022				
CAMPERLAND SMALL #1002065020	1,268,020	1,249,750	18,270	\$148.31
CAMPERLAND LARGE #1002065020	242,900	242,400	500	<11,000 gals / \$90.00
HOTEL CONNEAUT (BR) #1003020010	15,896,100	15,786,300	109,800	\$882.38
HOTEL WEST WING (CUBIC)# 1003020010	2,091,900	2,002,020	89,880	\$5,391.87
1st Quarter 2023				
CAMPERLAND SMALL #1002065020	1,268,020	1,268,020	0	\$110.00
CAMPERLAND LARGE #1002065020	242,900	242,900	0	\$110.00
HOTEL CONNEAUT (BR) #1003020010	15,976,800	15,896,100	80,700	\$807.00
HOTEL WEST WING (CUBIC)# 1003020010	2,136,660	2,091,900	334,805	\$3,348.05
2nd Quarter 2023				
CAMPERLAND SMALL #1002065020	1,330,460	1,268,020	62,440	\$624.40
CAMPERLAND LARGE #1002065020	249,600	242,900	6,700	\$110.00
HOTEL CONNEAUT (BR) #1003020010	16,066,200	15,976,800	89,400	\$894.00
HOTEL WEST WING (CUBIC)# 1003020010	2,200,870	2,136,660	480,291	\$4,802.91
3rd Quarter 2023				
CAMPERLAND SMALL #1002065020	1,432,390	1,330,460	101,930	\$1,019.30
CAMPERLAND LARGE #1002065020	255,800	249,600	6,200	\$110.00
HOTEL CONNEAUT (BR) #1003020010	16,170,800	16,066,200	104,600	\$1,046.00
HOTEL WEST WING (CUBIC)# 1003020010	2,281,880	2,200,870	605,955	\$6,059.55
4th Quarter 2023				