



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Office of Administrative Law Judge

801 Market Street
4th Floor, Suite 4063
Philadelphia, Pennsylvania 19107
Telephone: (215) 560-2105

IN REPLY PLEASE
REFER TO OUR FILE

May 31, 2024

Douglas Smith
12554 Reed Avenue
Conneaut Lake, PA 16316

Re: Pa. Public Utility Commission v. Conneaut Lake Park Water Corporation, Inc.
Docket Numbers R-2023-3041575; P-2023-3042648; C-2023-3043659

Dear Mr. Smith:

We are writing to inform you of a proposed settlement in the above-captioned matter. On May 17, 2024, Conneaut Lake Park Water Company, Inc (CLPWC), the Office of Consumer Advocate (OCA), the Office of Small Business Advocate (OSBA,) and the Commission's Bureau of Investigation and Enforcement (I&E), Rhonda Jaquay, et al. (the Individual Consumers), and James S. Tolbert, Jr. (collectively, the Petitioners) filed a Joint Petition for Settlement (Settlement Petition). A copy of that Settlement Petition is enclosed with this letter.

After we have reviewed the proposed settlement, we will prepare a written recommended decision, which you will receive, recommending that the Commission adopt or reject the Settlement Petition. The Commission will make a final decision on whether or not the proposed settlement should be approved.

As a complainant, you have an opportunity to submit comments or objections to us after you review the Settlement Petition. If you wish to comment or object, you must send your written comments or objections to us, within ten days of the date of this letter (i.e., not later than noon on May 10, 2024), at the following electronic addresses: evero@pa.gov and aashton@pa.gov.

A copy of your written comments or objection must be sent electronically to the other parties in this case. Their respective email addresses are listed in the Service List attached to this letter.

The opportunity to submit written comments on, or objections to, the Settlement Petition is a means of expressing your opinions regarding the proposed settlement before our recommended decision is issued. Your right to file exceptions and/or reply to exceptions to the recommended decision is not affected by this settlement unless you decide to join in the Settlement Petition, as explained below. **Objections to the settlement must include facts, affidavits, argument and relevant legal analysis as substantiation. Continued litigation of a complaint will be considered only if specifically requested and supported by appropriate information and legal argument concerning the implications of denial of a continued opportunity to litigate the matter in lieu of settlement.**

If, after you review the Settlement Petition, you wish to join in, you may do so by completing and returning to us a copy of the Signature Page enclosed with this letter. Please understand that by signing and returning the Signature Page you will be signifying that, as a signatory party, you do not wish to further prosecute your Complaint unless the Commission rejects or modifies the Settlement Petition.

If you do not wish to comment on, object to or join in the settlement, you do not need to do anything.

Please carefully review the Settlement Petition. If you have any questions, CLPWC or any of the other parties to the Settlement will be glad to speak with you. CLPWC's representative in this matter, Mark Shaw, Esq., can be contacted at (814) 870-7607. Harrison W. Breitman, Esq., from the Office of Consumer Advocate, can be contacted at (717) 783-5048. Michael Podskoch, Esq., from the Bureau of Investigation and Enforcement, can be contacted at (717) 783-6151. Joshua D. Brown, Esq., counsel for the Individual Consumers, can be contacted at (724) 541-0259.

Very truly yours,

_____/s/
Eranda Vero
Administrative Law Judge

_____/s/
Arlene Ashton
Administrative Law Judge

**R-2023-3041575 et al. & P-2023-3042648 – PENNSYLVANIA PUBLIC UTILTY
COMMISSION v. CONNEAUT LAKE PARK WATER CORPORTION INC**

MARK J SHAW ESQUIRE
MACDONALD ILLIG JONES & BRITTON LLP
100 STATE STREET SUITE 700
ERIE PA 16507
814.870.7607
mshaw@mijb.com
Accepts eService
*(Counsel for Conneaut Lake Park
Corporation, Inc.)*

JAMES TOLBERT
21986 RUSSET DR
MEADVILLE PA 16335
814.337.2315
jtolbert@zoominternet.net
Accepts eService

HARRISON W BREITMAN ESQUIRE
JACOB D GUTHRIE ESQUIRE
OFFICE OF CONSUMER ADVOCATE
555 WALNUT STREET 5TH FLOOR
FORUM PLACE
HARRISBURG PA 17101
717.783.5048
hbreitman@paoca.org
jguthrie@paoca.org
Accepts eService

ALLISON C KASTER ESQUIRE
MICHAEL PODSKOCH ESQUIRE
PA PUC BIE LEGAL TECHNICAL
SECOND FLOOR WEST
400 NORTH STREET
HARRISBURG PA 17120
717.783.7998
717.783.6151
akaster@pa.gov
mpodskoch@pa.gov
Accepts eService

DOUGLAS SMITH
12554 REED AVENUE
CONNEAUT LAKE PA 16316
814.213.0187
ds42@windstream.net
Served via email and first class mail

SHARON E WEBB ESQUIRE
OFFICE OF SMALL BUSINESS ADVOCATE
FORUM PLACE
555 WALNUT STREET 1ST FLOOR
HARRISBURG PA 17101
717.783.2525
717.783.2831
swebb@pa.gov

JOSHUA BROWN ESQUIRE
LUND METCALFE LLC
1900 MAIN ST SUITE 257
CANNONSBURG PA 15317
724.541.0259
jbrown@lundmetcalfe.com
Served via email and first class mail
(Counsel for protestants Rhonda Jaquay et al)

GEORGE MALLOY
213 COBBLESTONE DRIVE
PITTSBURGH PA 15237
412.716.9744
shellyhuf@hotmail.com
Accepts eService
(Complainant represented by
Joshua D. Brown, Esq.)

SHARON ARNESON
1218 FOREST AVE
NEW KENSINGTON PA 15068
724.337.9440
724.681.8336
arnesonsharon@ymail.com
Served via email and first class mail

TERA POWELL
719 10TH STREET
NEW BRIGHTON, PA 15066

SIGNATURE PAGE

Please sign below if you would like to join in the Joint Petition For Settlement signed by Conneaut Lake Park Water Company, Inc., the Office of Consumer Advocate, the Office of Small Business Advocate, and the Commission’s Bureau of Investigation and Enforcement, Rhonda Jaquay, et al., and James S. Tolbert, Jr.

I have read the Joint Petition For Settlement at R-2023-3041575 and P-2023-3042648 and wish to join in it. I am willing to withdraw my Complaint at Docket No. C-2023-3043659 in this case if the Pennsylvania Public Utility Commission approves the Joint Petition For Settlement without modification.

Signature

Date

Please print your name and address here:

Please print the Docket Number of your Complaint here:

**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 and 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

Mark J. Shaw, Esq. (Pa. I.D. No. 50763)
MacDONALD, ILLIG, JONES & BRITTON LLP
100 State Street, Suite700
Erie, PA 16507
Telephone: (814) 870-7607
Fax: (814) 454-4647
E-mail: mshaw@mijb.com
Counsel for *Conneaut Lake Park Water Corporation*

Date: May 17, 2024

/s/ Harrison Breitman

Harrison Breitman, Esq. (Pa. I.D. No. 320580)
Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101-1923
Telephone: (717) 783-5048
E-mail: hbreitman@paoca.org
Counsel for *Office Consumer Advocate*

Date: May 17, 2024

/s/ Michael A. Podskoch

Allison C. Kaster, Esq. (Pa. I.D. 93176)
Michael A. Podskoch, Jr., Esq. (PA I.D. 330132)
Pennsylvania Public Utility Commission
Bureau of Investigation & Enforcement
Commonwealth Keystone Building
400 North Street, 2 West
P.O. Box 3265
Harrisburg, PA 17120-0001
Telephone: (717) 783-7998
E-mail: akaster@pa.gov
Counsel for *Bureau of Investigation & Enforcement*

Date: May 17, 2024

/s/ Sharon E. Webb

Sharon E. Webb, Esq. (Pa. I.D. No. 73995)
Pennsylvania Office of Small Business Advocate
Office of Small Business Advocate
555 Walnut Street,
Forum Place, 1st Floor
Harrisburg, PA 17101
Telephone: (717) 783-2525
E-mail: swebb@pa.gov
Counsel for *Office of Small Business Advocate*

Date: May 17, 2024

/s/ Joshua D. Brown

Joshua D. Brown (Pa. I.D. 315339)
1900 Main Street, Suite 257
Canonsburg, PA 15317
Telephone: (724) 230-490X
E-mail: jbrown@lundmetcalfe.com
Counsel for *Residential Consumers*

Date: May 17, 2024

James Tolbert, Residential Consumer

Date: _____

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:

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- Appendix B - Statement of Revenues and the Bill Analysis
- Appendix C - Pro forma Tariff Supplement
- Appendix D - List of Consumers represented by Joshua Brown
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- 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