



R-2023-3041575

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Obligations under the Settlement Agreement

message

Mark J. Shaw <mshaw@mijb.com>

AUG 05 2024

Wed, Jul 10, 2024 at 3:04 PM

to: todd joseph <tjosephproperties@hotmail.com>, Jaclyn McCoy <jaclyn3413@gmail.com>

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

Since the ALJ's are recommending adoption, I want to track again your obligations, what has been met and what still needs to be met. The issues that are bolded are items that need to be completed in order to get the rate increase. We will need to submit a report documenting compliance to get the increase, which is why it makes sense to get these items done as soon as possible.

General Obligations - These obligations did not have a set time frame on them, but you need to comply

- 1. 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. I assume you can verify that no customer has been banned simply for being a customer.
2. CLPWC shall read, record and bill all commercial meters based on monthly usage. CLPWC is allowed to bill quarterly, however. Commercial and residential customers shall be billed on the same billing schedule. CLPWC shall provide notice to customers of change in billing schedule from quarterly to monthly at least two billing cycles prior to implementing that change. Have you begun doing this? We will need to provide readings as proof.
3. CLPWC shall adhere to its existing program for maintaining and exercising isolation valves and recording the exercising in its log. Make sure Chris knows to continue this practice and document it.
4. CLPWC shall apply for PennVEST funding and shall seek federal grants/loans prior to seeking outside non-affiliated private financing to install meters for all residential customers and to hire the aforementioned Professional Engineer to evaluate the system and make necessary improvements. This is out into the future, and you have already been having discussions.
5. CLPWC shall ensure that its termination procedures are fully complaint 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 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). You will need to ensure compliance. Before any termination proceeds, you will have to ensure you follow the process. You will also have to follow the process for disputes and complaints. I've attached the applicable regulations.
6. CLPWC shall ensure that it does not bill its customers a greater or less 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. So long as well apply the tariff rates, this should not be an issue. Again, I remind you that tapping fees are not allowed. This is where the additional report the ALJ's wanted to see verifying that you are charging in accordance with the tariff would apply.
7. CLPWC shall continue its current plan in place to minimize lead contamination, which is the additional of sodium silicate to the distribution system, provided such plan is allowed by Pa DEP. Make sure Chris is follow the lead minimization plan and that we get the DEP approval on the Sodium Silicate application.
8. CLPWC shall continue to measure static and pumping water levels in the manner it currently does. Make sure Chris knows to continue this practice and document it.
9. CLPWC shall continue to document instrument calibration. Make sure Chris knows to continue this practice and document it.

Items triggered by Execution of Settlement Agreement (i.e., in this case the Petition) - These are items that need to be completed now if not already done

- 1. Upon execution of the Settlement Agreement, CLPWC shall read, record, and bill all commercial meters based on monthly usage. Please confirm that this is being done and provide me with a copy of readings.

- ✓ company only, that the customers can call. CLPWC shall provide confirmation of the phone number to the parties within two (2) business days after creation of the number. This is done as I understand it.
- 3. ✓ Within 5 days of signing a Settlement Agreement, CLPWC shall hire/designate someone (other than Todd Joseph [sole member of the sole member of CLPWC]) to be responsible for fielding calls from customers. This is done as I understand it.
- 4. ✓ 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. This will be done as I understand it.
- 5. ✓ Within five (5) days of signing the Settlement Agreement, CLPWC shall, to the extent not previously mailed, provide all customers with CCRs via mail. The CCRs will also be send directly to each ratepayer every year in accordance with 25 Pa. Code Section 109.416. This is done as I understand it.
- 6. ✓ After the Signing of the Settlement Agreement, CLPWC shall create a website or accessible virtual location for customers to view water company dockets (i.e., tariffs, reports). In addition, CLPWC shall place the latest CCR on its Company website or Facebook Page. This is done as I understand it in the form of the Facebook page.
- 7. ✓ Water Testing. 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. This is in process as I understand it.
- ✓ a. 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.
- ✓ b. In addition to the water testing requirements described above, CLPWC shall be responsible for preparing a plan to address any iron and/or manganese found in the water system and subject to PaDEP approval, will begin implementing the plan.

Item due over summer season: You should get this scheduled for August

Aug 29
6:00pm

- 1. CLPWC shall commit to holding one (1) meeting with customers each year during the summer season, starting in 2024. CLPWC 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).

Items triggered by Issuance of PUC Approval Order - These items will need to be done once we receive actual PUC approval. Though I would try to get them done now to ensure your rates go in effect as soon as possible.

- ✓ 1. 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. We have drafted the postcard. Once we get OCA approval, I'd send this out asap.
- ✓ a. Within 15 days of approval of the Settlement Agreement, CLPWC shall work with the OCA to determine the messaging to be included on the postcard/mailing, however, CLPWC will have the final say on the language. The postcard has been sent to OCA
- ✓ 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. Done.
- ✓ 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." Done.
- ✓ 2. Within thirty (30) days of the issuance of the Order, CLPWC shall obtain quotes to place fencing or other security around the water tank. If you have done this, please provide. If not, please proceed to get this done now.
- ✓ 3. No later than three (3) months after the Settlement Agreement 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

February. Please confirm use.

- ✓ 4. **No later than three (3) months after the Settlement Agreement 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.** I sent you a draft back in February that you should be using. See attached email from February. Please confirm use.
- ✓ 5. **No later than three (3) months after the Settlement Agreement has been approved, the revenues, expenses, and property for CLPWC's water service shall 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).** I sent you the account system requirements
- ✓ 6. **No later than eight (8) months after entry of the Order, CLPWC shall identify the location of CLPWC's service line and its 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.** I suspect you will need to do this as I doubt any sale will occur that quickly. Plus, I believe you already have to do this under an EPA rule. Let me know what the plan is for this. I assume this is something Chris Greenberg would be involved in, but you might have to hire a 3rd party engineer.

Let me know if you have any questions or issues meeting these.

Mark

~~Pennsylvania PUC
 AUG 02 2024
 Consumer Services
 CAC Division~~

The list is complete, we expect our rates to increase immediately.

----- Forwarded message -----

From: "Mark J. Shaw" <mshaw@mijb.com>
 To: "todd joseph" <tjosephproperties@hotmail.com>
 Cc: "cheppenstall@gfnet.com" <cheppenstall@gfnet.com>, "Herbert, Gregory R." <gherbert@gfnet.com>
 Bcc:
 Date: Wed, 14 Feb 2024 20:53:44 +0000
 Subject: Accounting for CLPWC

Todd,

One of the items you need to comply with to get the rate increase is the following:

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

These regulations require you to follow the Uniform System of Accounts for Class C Water Utilities. I've attached a copy of the current version. I'd suggest getting this to your accountant and having make sure the water system accounting is done in accordance with this guidance. I suspect we will need something from him at some point verifying that the system meets these requirements.

Thanks.

Mark

NAME: *Jaclyn Mely*

CLP Water Corp...

Commonwealth of Pennsylvania
County of Crawford

Aimee R Maziarz 7/31/24

Sworn to and subscribed before me
this 31 day of July, 2024

Commonwealth of Pennsylvania - Notary Seal
Aimee Lynne Maziarz, Notary Public
Crawford County
My commission expires March 26, 2028
Commission number 1445503
Member, Pennsylvania Association of Notaries



CMPC

717-705-1952

To: PUC MASTER

Agency: PUC

Floor:

External Carrier: EXPRESS

8/2/2024 7:56:00 AM



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CAC Division

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PHONE 814, 213-3100

CLP Water Corp
12241 Lake St.
Conneaut Lake, PA 16316

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- SIGNATURE REQUIRED Note: The mailer must check the "Signature Required" box if the mailer 1) requires the addressee's signature; OR 2) purchases additional insurance; OR 3) purchases COD service; OR 4) must photocopy or other secure location without attempting to obtain the addressee's signature on delivery.
- No Saturday Delivery (delivered next business day)
- Sunday/holiday Delivery Required (additional fee, where available)
- Refer to USPS.com or local Post Office for availability.

TO: PLEASE PRINT

PHONE 717, 705-0622

Grant Geszvain Lead Policy Analyst
PA Public Utility Commission
400 North St. 2nd floor
Harrisburg, PA 17120
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Scheduled Delivery Date (MM/DD/YY)

8-1-24

Postage

\$ 30.45

Date Accepted (MM/DD/YY)

7-31-24

Scheduled Delivery Time

6:00 PM

Insurance Fee

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COD Fee

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Time Accepted

1:06

AM

Return Receipt Fee

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Live Animal Transportation Fee

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Special Handling/Fragile

Sunday/Holiday Premium Fee

\$

Total Postage & Fees

\$ 30.45

Weight

Acceptance Employee Initials

LH1

Employee Signature

Employee Signature

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LAGEL 11-B, MAY 2021

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