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ADMITTED IN PA AND OH  
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April 28, 2026

**VIA ELECTRONIC SUBMISSION**

Matthew Homsher, Secretary  
Pennsylvania Public Utility Commission  
400 North Street  
Harrisburg, PA 17120

Re: Pennsylvania PUC, Bureau of Investigation and Enforcement v. Conneaut Lake Park  
Water Corporation, Inc.  
Docket Nos. P-2024-3051855 and I-2024-3051857

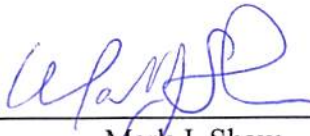
Dear Secretary Homsher:

Enclosed please find Conneaut Lake Park Water Corporation, Inc.'s Motion to Strike, in the above-referenced matter. An electronic copy is being filed through the Commission's eFiling portal. Copies have been served in accordance with the Certificate of Service attached to the Notice.

If you have any questions or require additional information, please feel free to contact me at your convenience.

Very truly yours,

MacDONALD, ILLIG, JONES & BRITTON LLP

By  \_\_\_\_\_  
Mark J. Shaw

MJS/nes/4901-1352-0802 v.1

Enclosures

cc: ALJ Eranda Vero (*via electronic mail*)

## CERTIFICATE OF SERVICE

I hereby certify that I have this 28th day of April, 2026, served a true copy of the foregoing document upon the parties, listed below, by the manner indicated blow, and in accordance with the requirements of 52 Pa. Code §1.54 (relating to service by a party):

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Ryan Morden, Esq.  
Janna Williams, Esq.  
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Respectfully submitted,



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Erie, Pennsylvania 16507-1459  
(814) 870-7607

Attorneys for:  
Conneaut Lake Park Water Corporation

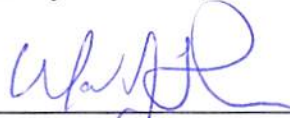
**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	P-2024-3051855
Bureau of Investigation and Enforcement	:	I-2024-3051857
	:	
v.	:	
	:	
Conneaut Lake Park Water Corporation, Inc.	:	

**NOTICE TO PLEAD**

You are hereby notified pursuant to 52 Pa. Code § 5.101(b) that a response to the Motion to Strike shall be filed within (3) days of the date of service of this Motion.

Respectfully submitted,



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Mark J. Shaw, Esq.

PA ID No. 50763

MacDONALD, ILLIG, JONES & BRITTON LLP

100 State Street, Suite 700

Erie, Pennsylvania 16507-1459

(814) 870-7607

Attorneys for Defendant

Conneaut Lake Park Water Corporation

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	P-2024-3051855
Bureau of Investigation and Enforcement	:	I-2024-3051857
	:	
v.	:	
	:	
Conneaut Lake Park Water Corporation, Inc.	:	

**MOTION TO STRIKE**

Conneaut Lake Park Water Corporation, Inc. ("CLPWC"), by and through its undersigned counsel, hereby files this Motion to Strike respectfully requesting that this Court strike claims and testimony that is barred by the terms of the Settlement Agreement CLPWC reached in 2024 with various parties in the rate case described below.

In support of the instant Motion, CLPWC avers as follows:

1. CLPWC previously filed a rate case and a Petition for Approval of a Metering Exception before the Pennsylvania Public Utility Commission. *See* R-2023-3041575, C-2023-3043091, C-2023-3043163, C-2023-3043026, C-2023-3043397, C-2023-3043659, C-2023-3043552, C-2023-3043979, and P-2023-3042648. These actions were consolidated into one action under docket number R-2023-3041575.

2. Parties opposing CLPWC included the Pennsylvania Public Utility Commission Bureau of Investigation and Enforcement, the Pennsylvania Public Utility Commission Office of Consumer Advocate, the Pennsylvania Public Utility Commission Office of Small Business Advocate, George Malloy, Sharon Arneson, Douglas A. Smith, Rhonda Jaquay, et al., and James S. Tolbert, Jr. The list of "et al." citizens who were also parties to the case and who were represented by counsel, are included as **Exhibit A**.

3. On May 17, 2024, the parties entered into a Settlement Agreement.
4. On August 1, 2024, the Commission approved the Settlement Agreement
5. Paragraph 27 of the Settlement Agreement outlined that no rate increase would

occur 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 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.

The Paragraphs referenced in Paragraph 27 above are attached hereto as **Exhibit B**.

6. As part of the Settlement Terms, Paragraph 28 stated,

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.*

(emphasis added).

7. The key to Paragraph 28 is that the failure to comment on the report submitted pursuant to Paragraph 27 would constitute a waiver of any claims regarding the Company's compliance with Paragraph 27.

8. In accordance with the requirements of Paragraph 27, CLPWC filed its Compliance Report on August 30, 2024.

9. Following CLPWC's filing of the Compliance Report, none of the parties submitted any comments.

10. On October 3, 2024, the Commission approved the filing of the Company's tariff finding that the Compliance Report met the requirements of the Commission's August 1, 2024 Order and that no party had filed comments regarding the Compliance Report, which is attached hereto as **Exhibit C**.

11. In accordance with Paragraph 28, any claims regarding compliance with the items required by Paragraph 27 are waived because none of the parties submitted any comments to the Compliance Report.

12. Despite this waiver, the OCA submitted testimony raising several issues relating to the items required by Paragraph 27.

13. Because of OCA's waiver, CLPWC requests that any issues in OCA's testimony relating to noncompliance with the requirements of Paragraph 27; namely those relating to adding a dedicated phone number for CLPWC customers, maintaining a website or other virtual location for utility information, by parties to the Settlement Agreement are stricken because they have been waived pursuant to the Settlement Agreement, including testimony by the Pennsylvania Public Utility Commission Office of Consumer Advocate witness, LeeAnn Wise, as follows:

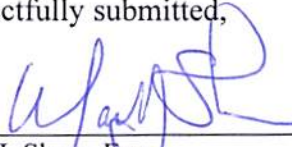
A. Direct Testimony:

- i. Dedicated phone number: Page 14, Lines 11-21; Page 15, Lines 1-6.
  - ii. Website: Page 15, Lines 7-22; Page 16, Lines 1-21; Page 17, Lines 1-21; Page 18, Lines 1-18; Page 19, Lines 1-7.
  - iii. Fencing: Page 20, Lines 8-22; Page 21, Lines 1-5
  - iv. Greiser and Jacquay Letters: Page 21, Lines 6-20
  - v. References to phone and website, Page 22, Lines 2-4
- B. Exhibits to the Direct Testimony - Exhibits 7-LMW and 8-LMW
- C. Surrebuttal Testimony:
- i. Dedicated phone number: Page 14, Lines 17-22; Page 15, Lines 1-6.
  - ii. Website: Page 15, Lines 7-20.

14. If this Court grants this Motion, CLPWC will withdraw any rebuttal testimony addressing these issues.

WHEREFORE, CLPWC respectfully requests that this Court grant this Motion to Strike certain portions of Ms. Wise's testimony and to strike Exhibits 7-LMW and 8-LMW, which are letters by citizens who were parties to the Settlement, all of which was waived by the Settlement Agreement by their failure to object within the time provided.

Respectfully submitted,



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Mark J. Shaw, Esq.  
PA ID No. 50763  
MacDONALD, ILLIG, JONES & BRITTON LLP  
100 State Street, Suite 700  
Erie, Pennsylvania 16507-1459  
(814) 870-7607

Attorneys for Defendant  
Conneaut Lake Park Water Corporation

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.

**EXHIBIT  
A**

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

57. 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. Settlement Exhibit 6 (OCA-I-40).

58. 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. Settlement Exhibit 6 (OCA-I-41, 43).

59. CLPWC indicated that it is unknown how many isolation valves need to be repaired or replace[d]. Settlement Exhibit 6 (OCA-I-42).

60. 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. Settlement Exhibit 12 (OCA-II-13, 15).

## V. TERMS OF SETTLEMENT

The Joint Petition is a 20-page document signed by all the parties in this proceeding: CLPWC, I&E, OCA, OSBA, the Individual Consumers and Mr. Tolbert. Attached to the Joint Petition are Appendices A-K and Settlement Exhibits 1-19.

The essential terms of the Joint Petition for Settlement are set forth on pages 6-15 in Section III of the Settlement. These terms are stated below verbatim and, for ease of reference, retain the same numbers and headings as they appear in the Settlement.

### 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.<sup>[8]</sup>

26. 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 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.

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<sup>8</sup> The OSBA does not oppose the rates agreed to by the parties.

- 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 529<sup>[9]</sup> 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

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<sup>9</sup>

66 Pa.C.S. § 529.

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.
- 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.



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
400 NORTH STREET, HARRISBURG, PA 17120

IN REPLY PLEASE  
REFER TO OUR FILE

October 3, 2024

Docket No. R-2023-3041575  
Utility Code 2125112

MARK J SHAW ESQUIRE  
MACDONALD ILLIG JONES & BRITTON LLP  
100 STATE STREET SUITE 700  
ERIE PA 16507-1459  
[MSHAW@MIJB.COM](mailto:MSHAW@MIJB.COM)

RE: Conneaut Lake Park Water Corporation, Inc. Settlement Compliance Report at Docket No. R-2023-3041575

Dear Attorney Shaw:

On August 30, 2024, Conneaut Lake Park Water Corporation, Inc. (Conneaut) filed the above-captioned document (Compliance Report) with the Pennsylvania Public Utility Commission (Commission) pursuant to 52 Pa. Code § 5.591 (relating to Reports of compliance) and the Commission's Order entered August 1, 2024, at Docket No. R-2023-3041575 (August 2024 Order). Ordering Paragraph 3 of the Commission's August 2024 Order directed Conneaut to do the following:

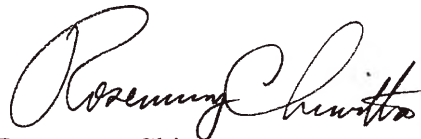
“That, upon entry of a Final Commission Order in this proceeding, [Conneaut] shall be permitted to submit a compliance filing implementing the rate and tariff changes agreed to in this Settlement and consistent with the findings herein, to become effective upon at least one day's notice after: 1) entry of the Commission's Final Order approving the Settlement; 2) submittal of a report to the Commission with copies to the Joint Petitioners certifying that [Conneaut] has completed the requirements stated in Paragraphs 27, 30-35, 38, 46-47 and 48-50 of the Settlement for services rendered on or after November 8, 2024; and 3) the Commission deems [Conneaut]'s report to be complete and any comments submitted under the Settlement's Paragraph 28 to be resolved.”

Upon review, the Compliance Report appears to conform with the requirements of the August 2024 Order and 52 Pa. Code § 5.591. Also, under the Settlement's Paragraph 28, upon receipt of the Compliance Report, the parties to this proceeding had 30 days to submit written comments, which concluded on September 30, 2024. By letter dated October 2, 2024, Conneaut advised the Commission that no responsive comments were received by Conneaut as of September 30, 2024. Also, no comments were filed with the Commission regarding the same within the noted 30-day comment period. Therefore, the Commission hereby deems Conneaut's Compliance Report to be complete and any comments submitted under the Settlement's Paragraph 28 to be resolved. Conneaut may file with the Commission a compliance tariff supplement implementing the rate and tariff changes per Ordering Paragraph 3 of the Commission's August 2024 Order.

**EXHIBIT**  
**C**

If you are dissatisfied with the resolution of this matter, you may, as set forth in 52 Pa. Code § 5.44, file a petition to appeal this action of staff with the Commission within 20 days of the date this Secretarial Letter. If you have any questions in this matter, please contact Paul Zander of the Water/Wastewater Section in the Bureau of Technical Utility Services via telephone at (717) 783-1372 or via e-mail at [pzander@pa.gov](mailto:pzander@pa.gov).

Sincerely,



Rosemary Chiavetta  
Secretary

cc: Patrick Cicero, Office of Consumer Advocate, [ra-oca@paoca.org](mailto:ra-oca@paoca.org)  
Harrison Breitman, Office of Consumer Advocate, [hbreitman@paoca.org](mailto:hbreitman@paoca.org)  
Christine Hoover, Office of Consumer Advocate, [choover@paoca.org](mailto:choover@paoca.org)  
Jacob Guthrie, Office of Consumer Advocate, [jguthrie@paoca.org](mailto:jguthrie@paoca.org)  
NazAarah Sabree, Office of Small Business Advocate, [ra-sba@pa.gov](mailto:ra-sba@pa.gov)  
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George Malloy, Complainant, [shellyhuf@hotmail.com](mailto:shellyhuf@hotmail.com)  
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