

COMMONWEALTH OF PENNSYLVANIA



DARRYL A. LAWRENCE
Consumer Advocate

OFFICE OF CONSUMER ADVOCATE
555 Walnut Street, 5th Floor, Forum Place
Harrisburg, Pennsylvania 17101-1923
(717) 783-5048
(800) 684-6560

 @pa_oca
 /pennoca
FAX (717) 783-7152
consumer@paoca.org
www.oca.pa.gov

May 1, 2026

Via Electronic Filing (E-Filing)

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

Re: I&E Petition to Request the Commission
Open a Section 529 Investigation into the
Acquisition of Conneaut Lake Park Water
Corporation, Inc.

Docket Nos. P-2024-3051855
I-2024-3051857

Dear Secretary Homsher:

Attached for electronic filing please find the Office of Consumer Advocate's Answer to Conneaut Lake Park Water Corporation's Motion to Strike.

Copies have been served on the parties as indicated on the enclosed Certificate of Service.

Respectfully submitted,

/s/ Harrison W. Breitman
Harrison W. Breitman, Esq.
Senior Assistant Consumer Advocate
Pa. Attorney I.D. # 320580
HBreitman@paoca.org

Enclosures

cc: Administrative Law Judge Eranda Vero (evero@pa.gov)
Certificate of Service

CERTIFICATE OF SERVICE

I&E Petition to Request the Commission	:	
Open a Section 529 Investigation into the	:	
Acquisition of Conneaut Lake Park Water	:	Docket Nos. P-2024-3051855
Corporation, Inc.	:	I-2024-3051857
	:	

I hereby certify that I have this day served a true copy of the following documents, the Office of Consumer Advocate’s Answer to Conneaut Lake Park Water Corporation’s Motion to Strike, upon parties of record in this proceeding in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant), in the manner and upon the persons listed below.

Dated this 1st day of May 2026.

SERVICE BY E-MAIL ONLY

Rebecca Lyttle, Esq.
Steven C. Gray, Esq.
Office of Small Business Advocate
555 Walnut Street
1st Floor Forum Place
Harrisburg, PA 17101
relyttle@pa.gov
sgray@pa.gov
Counsel for Office of Small Business Advocate

Jamestown Municipal Water and Sewer Authority
406 Jackson Street
P.O. Box 188
Jamestown, PA 16134
jamestown@zoominternet.net

James Tolbert
21986 Russet Drive
Meadville, PA 16335
jtolbert@zoominternet.net

Mark J. Shaw, Esq.
MacDonald Illeg Jones & Britton LLP
100 State Street, Suite 700
Erie, PA 16507-1459
mshaw@mijb.com
Counsel for Conneaut Lake Park Corporation, Inc.

Adam J. Williams, Esq.
Michael A. Podskoch, Jr., Esq.
Allison C. Kaster, Esq.
Bureau of Investigation and Enforcement
Pennsylvania Public Utility Commission
400 North Street, 2nd Floor
Harrisburg, PA 17120
adawilliam@pa.gov
mpodskoch@pa.gov
akaster@pa.gov
Counsel for I&E

Alexander R. Stahl, Esq.
Aqua Pennsylvania, Inc.
762 Lancaster Avenue
Bryn Mawr, PA 19010
astahl@aquaamerica.com
Counsel for Aqua Pennsylvania, Inc.

George Malloy
213 Cobblestone Drive
Pittsburgh, PA 15237
shellyhuf@hotmail.com

John F. Povilaitis, Esq.
Alan M. Seltzer, Esq.
Buchanan Ingersoll & Rooney, PC
409 North Second Street, Suite 500
Harrisburg, PA 17101-1357
john.povilaitis@bipc.com
alan.seltzer@bipc.com
Counsel for Aqua Pennsylvania, Inc.

SERVICE BY FIRST-CLASS MAIL ONLY

Sharon Arneson
1218 Forest Avenue
New Kensington, PA 15068

Douglas Smith
12554 Reed Avenue
Conneaut Lake, PA 16316

Tera Powell
719 10th Street
New Brighton, PA 15066

Respectfully Submitted,

/s/ Harrison W. Breitman
Harrison W. Breitman, Esq.
Senior Assistant Consumer Advocate
Pa. Attorney I.D. # 320580
HBreitman@paoca.org

Ryan Morden, Esq.
Assistant Consumer Advocate
Pa. Attorney I.D. # 335679
RMorden@paoca.org

Janna E. Williams, Esq.
Assistant Consumer Advocate
PA Attorney I.D. # 319584
JWilliams@paoca.org

Counsel for:
Darryl A. Lawrence
Consumer Advocate

Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
Telephone: (717) 783-5048
Facsimile: (717) 783-7152

Dated: May 1, 2026

**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.	:	

**OFFICE OF CONSUMER ADVOCATE ANSWER TO CONNEAUT LAKE PARK
WATER CORPORATION, INC. MOTION TO STRIKE**

The Pennsylvania Office of Consumer Advocate (OCA) by and through its undersigned counsel hereby files this Answer to Conneaut Lake Park Water Corporation’s (CLPWC) Motion to Strike and avers the following:

1. Admitted.
2. Admitted in part, denied in part. By way of further answer, the OCA admits that the Pennsylvania Public Utility Commission Bureau of Investigation and Enforcement (I&E) and George Malloy, Sharon Arneson, Douglas A. Smith, Rhonda Jaquay, et. al., and James S. Tolbert, Jr. were opposing parties to CLPWC’s 2023 base rate case. The OCA denies that it is part of the Public Utility Commission (Commission). The OCA is an independent statutory advocate with the authority and duty to represent the interests of consumers as a party before the Commission in public utility acquisition investigations. 71 P.S. §§ 309-2; 309-4.
3. Admitted.
4. Admitted.

5. Neither admitted nor denied, the Joint Petition for Approval of Settlement of Rate Proceeding (Settlement Agreement) is a public document that speaks for itself, the OCA has attached the Settlement Agreement as Exhibit 1. OCA Exh. 1.

6. Neither admitted nor denied, the Settlement Agreement is a public document that speaks for itself. OCA Exh. 1.

7. Denied. The Settlement Agreement is a public document that speaks for itself. OCA Exh. 1. By way of further answer, the Settlement Agreement does not constitute perpetual waiver by the parties to discuss issues related to the Settlement Agreement that arose after the comment period.

8. Admitted. By way of further response, the Compliance Report submitted by CLPWC on August 30, 2024, stated that the Company was in compliance with the provisions of Paragraph 27, however, scant details were provided to the parties beyond certifying CLPWC's compliance. *See generally*, OCA Exh. 2 Compliance Report of CLPWC.

9. Admitted. By way of further response, upon information and belief at the time of the filing, the OCA did not provide comments, as there did not appear to be reasonable grounds to comment.

10. Admitted.

11. Denied. By way of further answer, Paragraph 28 must be read in context with Paragraphs 57, 59, and 60 of Section J the Settlement Agreement, which state that any waiver pursuant to Paragraph 28 does not apply to the current proceeding. Section J of the Settlement Agreement outlines parameters where the Joint Petitioners to the Settlement Agreement, including the OCA, are not held explicitly to the terms of the Settlement Agreement in future proceedings. *See*, Paragraph 57 ("The settling parties acknowledge that the Settlement is ...without prejudiced

to the position any of the Joint Petitioners *may advance in the future on the merits of the issues in future proceedings...*”(emphasis added)); Paragraph 59 (“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.*” (emphasis added)). OCA Exh. 1 at 13-15. In the instant proceeding, the OCA is raising claims based upon information obtained through subsequent discovery, Company testimony, and by CLPWC’s customers in public testimony, which it had no reasonable ground to believe existed at the time of the submission of the Compliance Report pursuant to Paragraph 27.

12. Admitted in part, denied in part. By way of further answer, the OCA did not waive its right to discuss issues in the instant proceeding related to CLPWC’s subsequent actions since the Compliance Report was submitted on August 30, 2024. In the instant proceeding, the OCA is raising issues based upon information obtained through subsequent discovery and by CLPWC’s customers in public testimony, which did not exist at the time of the submission of the Compliance Report pursuant to Paragraph 27.

13. Denied. By way of further response, the OCA did not waive its right to discuss issues in the instant case related to CLPWC’s subsequent actions since the Compliance Report. The portions of the OCA’s testimony which relate to the dedicated phone number, maintenance of a “virtual location”, fencing, and consumer testimony are relevant as they represent issues directly relevant to the instant matter. CLPWC’s averment that the OCA is prevented from discussing CLPWC’s subsequent noncompliance with a prior settlement in the context of a Section 529 proceeding is unreasonable.

a. Admitted in part, denied in part. By way of further response, it is admitted that the OCA filed the Direct Testimony of LeeAnn Wise (OCA St. 1), which reflect issues

found during the pendency of the instant proceedings related to CLPWC's compliance with its base rate case settlement. It is denied that any portion of this testimony should be stricken from the record.

- i. Admitted in part, denied in part. By way of further response, it is admitted that page 14 lines 11-21 and page 15 lines 1-6 of OCA St. 1 relate to the use of a dedicated phone number by CLPWC. It is denied that this portion of OCA St. 1 should be stricken. By way of further response, this section of Ms. Wise's testimony discusses information obtained in the current proceeding indicating that CLPWC does not have a dedicated phone line for the water company. The Settlement Agreement required: "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." OCA Exh. 1 at 7. In the Compliance Report, CLPWC stated: "CLPWC certifies that it has complied with the provisions of Paragraph 30. The phone number to call is 814-225-7985." OCA Exh. 2 at 3. By way of further response, Ms. Wise testified that consumers at the public input hearing testified that the phone number was not dedicated to the water company. OCA St. 1 at 14-15. Moreover, as discussed in Ms. Wise's Direct Testimony, "a Google search of the phone number listed in paragraph 5 of the compliance report, 814-225-7985, associates it with The Tiki Bar and Conneaut Hotel, as well as other facilities owned by Mr. Joseph." OCA St. 1 at 14. OCA Exhibit 3 is a current

screenshot of a basic Google search for the CLPWC phone number given in the Compliance Report. OCA Exh. 3. This Exhibit shows that the phone number for the water company was being used on multiple Facebook posts for the Tiki Bar within the last 3 years, a RibFest event, and as recently as November 2025 detailing contact information for the Tiki Bar. OCA Exh. 3. As this information was unavailable at the time CLPWC's Compliance Report was compiled, it would have been unreasonable for the OCA to claim that the number presented by CLPWC in its Compliance Report would not be a dedicated phone number for CLPWC. Subsequently, it has become clear that CLPWC is not in compliance with a settlement provision requiring a dedicated phone number and the OCA should not be prevented from raising CLPWC's noncompliance with the Commission in the context of a Section 529 proceeding. The OCA submits that this testimony is directly related to Section 529(a)(1). 66 Pa. C.S. § 529(a)(1).

- ii. Admitted in part, denied in part. It is admitted that 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 of Ms. Wise's testimony details specific issues with the need for a dedicated web presence, and testimony from CLPWC's customers. It is denied that any portion of this testimony should be stricken. By way of further response, Paragraph 35 of the Settlement Agreement states: "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.” OCA Exh. 2 at 5. (emphasis added) CLPWC responded by stating as follows in its Compliance Report: “CLPWC certifies that it has complied with the provisions of Paragraph 35. See screenshot of Facebook page, attached hereto as Exhibit 8.” OCA Exh. 2 at 5. CLPWC goes on to detail how access to its Facebook page can be obtained including, navigating to the webpage, searching for ‘CLP Water Corp’, answer two questions ‘Do you use park water?’ and ‘What is your street address’, and finally after address confirmation, access to the page. *Id.* However, throughout the course of this proceeding, it became clear that CLPWC refused to allow access to the OCA on the basis that the OCA is not a customer, which was not indicated as a requirement in CLPWC’s Compliance Report. *See* OCA Exh. 2 at 5; OCA St. 1 at 15. Additionally, CLPWC customers who are not on social media testified at a public input hearing that they cannot access the information. Tr. at 210. Section 1502 of the Public Utility Code requires that a public utility cannot “... subject any person, corporation, or municipal corporation to any unreasonable prejudice or disadvantage.” 66 Pa. C.S. § 1502. The OCA submits that testimony from Ms. Wise and consumers was not waived and should be considered by the Commission to determine whether CLPWC should be acquired. 66 Pa. C.S. § 529(a)(1).

- iii. Admitted in part, denied in part. The OCA admits that page 20 lines 8-22 and page 21 lines 1-5 of OCA St. 1 relate to fencing requirements. The OCA

denies that any portion of OCA St. 1 should be struck. By way of further answer, the testimony CLPWC seeks to strike states as follows:

The Company claims permanent fencing will be installed as part of any Tower repair, which the Company plans to fund using the PENNVEST Small Project Program. The failure to install adequate fencing around CLPWC's water tower reflects deficiencies in CLPWC's management of system facilities and raises concerns regarding the ability to provide safe and adequate services for customers.

OCA St. 1 at 21. As shown above, Ms. Wise's testimony begins with a description of CLPWC's claim that permanent fencing will be installed, and that CLPWC states it will use the PENNVEST Small Business Project Program to raise funds. OCA St. 1 at 21. Ms. Wise then testifies that CLPWC's failure to provide adequate fencing reflects deficiencies in CLPWC's management and raises concerns regarding safe and adequate service. OCA St. 1 at 21. This testimony does not relate to the Settlement Agreement, which merely required that, "[w]ithin thirty (30) days of the issuance of the Order, CLPWC shall obtain quotes to place fencing or other security around the water tank." OCA Exh. 1 at 11.

- iv. Admitted in part, denied in part. It is admitted that page 21, lines 6-20 reference letters from two CLPWC consumers. It is denied that these portions should be struck. By way of further response, these two letters demonstrate the current status of the CLPWC and consumer concerns with

CLPWC's ability to comply with Section 1501 of the Public Utility Code 66 Pa. C.S. § 1501. In the first letter Ms. Jaquay provides examples of CLPWC's non-compliance with the Settlement Agreement including, the lack of a certified operator present at the August 22 meeting, lack of metering, lack of dedicated phone number, inefficient customer website/portal, and failure by CLPWC to disseminate annual water reports. OCA St. 1 at 61-64; OCA St. 1, Exh. 6-LMW. In the second consumer letter, Mr. Grieser expresses concerns about "experiencing ongoing issues with low water pressure as well as a persistent, strong, chlorine odor in our water supply." OCA St. 1 at 65, OCA St. 1, Exh. 7-LMW. Mr. Grieser further lists the requirements of the Settlement Agreement and his concerns with CLPWC compliance. *Id.* These exhibits are letters from customers discussing CLPWC's noncompliance with the Settlement Agreement, they should not be stricken from the record.

- v. Admitted in part denied in part. It is admitted that page 22, lines 2-4, contains references to the CLPWC phone number and website. It is denied that this testimony should be struck. By way of further response, please see OCA responses to (i) and (ii) above.
- b. Neither admitted nor denied. The OCA is without sufficient information to respond to this averment. By way of further response OCA St. 1, Exhibit 7-LMW is a letter to Judge Vero from a consumer of CLPWC referred to above in 13(A)(iv). Additionally, OCA Exhibit 8-LMW is CLPWC's Engineering Report, which was provided to the parties by CLPWC and provides the basis for CLWPC's arguments

regarding its technical ability to maintain the water system. The basis for striking this exhibit is unclear as it is seemingly unrelated to the Settlement Agreement. Moreover, CLWPC's engineering witness, Mr. Halmi, cites extensively to OCA St. 1, Exhibit 8-LMW.¹

- c. Admitted in part, denied in part. By way of further response, it is admitted that OCA filed surrebuttal testimony of Ms. Wise (OCA St. 1SR) and that portions are related to the dedicated phone number and website. It is denied that these should be stricken from the record.
 - i. Admitted in part, denied in part. It is admitted that page 14, lines 17-22 of OCA St. 1SR contains references to the use of a dedicated phone number by CLPWC. It is denied that any portion of this testimony should be struck. By way of further response, please see OCA response to paragraph 13(A)(i) above.
 - ii. Admitted in part, denied in part. It is admitted that page 15, lines 7-20 of OCA St. 1SR refer to CLPWC's use of Facebook as an accessible virtual location. It is denied that any portion of this testimony should be struck. By way of further response, please see OCA response to paragraph 13(A)(ii) above.
- 14. Neither admitted nor denied.

¹ See, Respondent St. 1 at 3-4 (discussing the findings made by Mr. Halmi in his report); Exh. D to Respondent St. 1 (reproduction of the entire engineering report with confidential distinctions made); Respondent St. 6 at 3 (discussing improvements from the report and PENNVEST funding); Respondent St. 6 at 4 (discussing improvements that do not require Pennsylvania Department of Environmental Protection approval).

CONCLUSION

WHEREFORE, the OCA respectfully requests that the CLPWC Motion to Strike be denied.

Respectfully submitted,

/s/ Janna E. Williams
Janna E. Williams
Assistant Consumer Advocate
Pa. Attorney I.D. # 319584
JWilliams@paoca.org

Harrison W. Breitman
Senior Assistant Consumer Advocate
Pa. Attorney I.D. # 320580
HBreitman@paoca.org

Ryan Morden
Assistant Consumer Advocate
Pa. Attorney I.D. # 335679
RMorden@paoca.org

Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
(717) 783-5048

Dated: May 1, 2026

Counsel for:
Darryl A. Lawrence
Consumer Advocate