

**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.	:	

ORDER DENYING RESPONDENT’S MOTION TO STRIKE

On August 31, 2023, Conneaut Lake Park Water Corporation, Inc. (CLPWC or Respondent) filed proposed Supplement No. 1 to Tariff – Water Pa. P.U.C. No. 1 to become effective October 31, 2023 (Tariff Supplement).

On August 31, 2023, CLPWC filed a Petition for Exception from Metering requirements with the Commission. The Petition was docketed at P-2023-3042648 (Meter Case).

Pursuant to the Public Utility Code, 66 Pa. C.S. § 1308(d), by Order dated October 19, 2023, the Commission suspended the proceedings in the Base Rate Case until May 31, 2024, instituted an investigation into the proposed Tariff Supplement No. 1 to Tariff – Water Pa. P.U.C. No. 1, and sent the matter to the Office of Administrative Law Judge for evidentiary hearings and a Recommended Decision. The matter was assigned to the Administrative Law Judges (ALJs) Arlene Ashton and Eranda Vero. The rate increase filing was docketed at R-2023-3041575 (Base Rate Case).

During the Prehearing Conference held on October 26, 2023, the parties agreed to consolidate the Base Rate Case and the Meter Case, and CLPWC agreed to mediate both cases. An Order issued November 8, 2023, memorialized the consolidation of the Base Rate Case and the Meter Case.

By filing dated December 14, 2023, CLPWC voluntarily extended the statutory suspension period by an additional 47 days, until September 13, 2024, in order to accommodate mediation proceedings. By filing dated January 12, 2024, CLPWC voluntarily extended the statutory suspension period by an additional 56 days, until November 8, 2024, in order to accommodate further mediation proceedings.

On May 17, 2024, Joint Petitioners filed a Petition for Approval of Settlement of Rate Proceeding (Settlement or Settlement Agreement), which included the terms of the agreement reached by the Joint Petitioners, Statements in Support of the Settlement by or on behalf of each of the Joint Petitioners, and a list of Exhibits and Appendices to be included in the record for this matter consisting of filings by the parties, public input hearing transcripts and exhibits, and discovery exchanged among the parties.¹

On July 1, 2024, ALJs Arlene Ashton and Eranda Vero issued a Recommended Decision recommending the approval of the Settlement, as modified by the Recommended Decision, upon finding that the Settlement was in the public interest. By Order entered August 1, 2024, the Commission adopted the Recommended Decision.

The pertinent Settlement terms were as follows:

A. Settlement - Revenue Requirement

* * *

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;

¹ Although the title of the Joint Petition did not reference the Meter Case, by its terms it explicitly addressed and resolved that matter.

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. [*sic*].²

* * *

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

² This is a reference to the Settlement's Paragraph 27.

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.

* * *

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.

* * *

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 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 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.

* * *

J. Settlement - Miscellaneous

* * *

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.

* * *

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. 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.

* * *

Settlement Agreement pp. 6-13, at Docket No. R-2023-3041575.

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

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

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.

On April 28, 2026, CLPWC filed a Motion to Strike portions of the Direct pre-served written testimony of the Office of Consumer Advocate (OCA) witness, LeeAnn Wise, and accompanying Exhibits LMW-7 and LMW-8 in the present matter. In addition, CLPWC seeks to strike portions of Ms. Wise's Surrebuttal pre-served written testimony.

In its Motion to Strike, CLPWC argues that, in accordance with Paragraph 28 of the Settlement Agreement, Docket No. R-2023-3041575, 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. Motion to Strike ¶ 11. CLPWC notes that despite this waiver, OCA submitted testimony raising several issues relating to the items required by Paragraph 27. Motion to Strike ¶ 12. CLPWC requests that portions of 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 be stricken from the record because they have been waived pursuant to the Settlement Agreement. Motion to Strike ¶ 13. More specifically, CLPWC seeks to strike the following testimony and exhibits submitted by OCA:

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 (letters by citizens who were parties to the Settlement)**

C. Surrebuttal Testimony:

- i. Dedicated phone number: Page 14, Lines 17-22; Page 15, Lines 1-6.
- ii. Website: Page 15, Lines 7-20.

Id.

On May 1, 2026, OCA filed its Answer to CLWPC's Motion to Strike denying the material allegations of the Respondent. In its Answer, OCA argues that 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. OCA Answer ¶ 7. According to OCA, the Compliance Report submitted by CLPWC on August 30, 2024, provided scant details to the parties beyond stating that the Company was in compliance with the provisions of Paragraph 27. OCA Answer ¶ 8, *see also generally*, **OCA Exh. 2 Compliance Report of**

CLPWC. OCA explains that it did not provide comments at the time, because there did not appear to be reasonable grounds to comment. OCA Answer ¶ 9.

OCA further maintains that Paragraph 28 of the Settlement Agreement 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. OCA Answer ¶ 11. Referring to 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)); and 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 argues that Section J of the Settlement Agreement outlines parameters where the Joint Petitioners to the Settlement Agreement are not held explicitly to the terms of the Settlement Agreement in future proceedings. OCA Answer ¶ 11, *see also* OCA Exh. 1 at 13-15.

In its Answer, OCA insists that the disputed portions of Ms. Wise’s testimony and accompanying Exhibits raise 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. OCA Answer ¶¶ 11, 12. Then, OCA proceeds to rebut and refute CLPWC’s claims concerning specific portions of Ms. Wise’s Direct Testimony, accompanying Exhibits LMW-7 and LMW-8, and Ms. Wise’s Surrebuttal Testimony. OCA Answer pp. 3-9.

At the crux of CLPWC’s Motion to Strike is its interpretation of the last sentence in Paragraph 28 of the Settlement Agreement, which states that “*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 27.*” (Emphasis added). In its Motion to Strike, CLPWC interprets this language to mean that the parties to the Settlement which did not submit any comments to CLPWC’s Compliance Report within 30 days after the filing of the report have waived their right to challenge CLPWC’s compliance with the requirements of Paragraph 27 in

the future, potentially in perpetuity. I find CLPWC's interpretation to be incorrect as it does not reflect the full relationship between the terms of Paragraphs 27 and 28. More specifically, it ignores the fact that Paragraph 27 mandates compliance with the requirements listed in its subsections (a) and (b), including the submission of the Compliance Report and resolution of any comments submitted pursuant to Paragraph 28, *before the agreed-upon rate increase could go into effect*. Stated differently, a party's failure to submit any comments to CLPWC's Compliance Report within 30 days of its filing constituted a waiver of that party's right to challenge CLPWC's compliance with the terms of Paragraph 27, and consequently a waiver of the right to challenge the agreed-upon rate increase from going into effect. The intention of the Settling Parties to bind the provisions of Paragraph 27 with those of Paragraph 28 and limit the effect of the "failure to submit comments" only to the implementation of the agreed-upon rate increase is clear as both paragraphs form the nucleus of **Section A – Settlement – Revenue Requirement** of the Settlement Agreement. As the agreed-upon rate increase has gone into effect for CLPWC, the provisions of Paragraph 28 are no longer applicable. This interpretation of Paragraphs 27 and 28 of the Settlement Agreement allows their provisions to work in tandem, and not against, the provisions of Paragraphs 57, 59, and 60 of **Section J – Settlement – Miscellaneous** of the Settlement Agreement. As such, they created a cohesive Settlement Agreement, which upon review, the Commission found to be in the public interest.

For reasons stated above, I shall deny CLPWC's Motion to Strike portions of OCA witness, Ms. Wise's Direct Testimony and Surrebuttal Testimony, along with OCA's Exhibits LMW-7 and LMW-8.

THEREFORE,

IT IS ORDERED:

1. That the Motion to Strike filed by Conneaut Lake Park Water Corporation, Inc. on April 28, 2026, is denied.

**P-2024-3051855, I-2024-3051857 – PENNSYLVANIA PUBLIC UTILTIY COMMISSION
BUREAU OF INVESTIGATION AND ENFORCEMENT v. CONNEAUT LAKE PARK
WATER CORPORTION INC.**

Revised: May 15, 2026
MARK J SHAW ESQUIRE
JULIA GUERREIN ESQUIRE
MACDONALD ILLIG JONES & BRITTON LLP
100 STATE STREET SUITE 700
ERIE PA 16507
814.870.7607

mshaw@mijb.com
jguerrein@mijb.com

Accepts eService May 15, 2026
(Counsel for Conneaut Lake Park
Corporation, Inc.)

HARRISON W BREITMAN ESQUIRE
JANNA E WILLIAMS ESQUIRE
RYAN MORDEN ESQUIRE
OFFICE OF CONSUMER ADVOCATE
555 WALNUT STREET 5TH FLOOR
FORUM PLACE
HARRISBURG PA 17101
717.783.5048

hbreitman@paoca.org
jwilliams@paoca.org
rmorden@paoca.org

Accepts eService May 15, 2026

JOHN F POVILAITIS ESQUIRE
ALAN SELTZER ESQUIRE
BUCHANAN INGERSOLL & ROONEY
409 N SECOND STREET SUITE 500
HARRISBURG PA 17101-1357
717.237.4825

john.povilaitis@bipc.com
alan.seltzer@bipc.com

Accepts eService May 15, 2026
(Counsel for Aqua Pennsylvania, Inc.)

ADAM J WILLIAMS ESQUIRE
MICHAEL PODSKOCH ESQUIRE
PA PUC BIE LEGAL TECHNICAL
SECOND FLOOR WEST
400 NORTH STREET
HARRISBURG PA 17120
717.783.7998
717.783.6151
adawilliams@pa.gov
mpodskoch@pa.gov
Served via eService May 15, 2026

REBECCA LYTTLE ESQUIRE
STEVEN C GRAY ESQUIRE
OFFICE OF SMALL BUSINESS ADVOCATE
555 WALNUT STREET
1ST FLOOR
HARRISBURG PA 17101
717.783.2525
relyttle@pa.gov
sgray@pa.gov
Served via email

Served via First Class Mail Only Served
May 15, 2026

VERNON TOWNSHIP WATER AUTHORITY
16678 MCMATH AVENUE
MEADVILLE PA 16335

GREENVILLE WATER AUTHORITY
44 CLINTON STREET
GREENVILLE PA 16125
LINESVILLE MUNICIPAL WATER AUTHORITY
103 W ERIE STREET
LINESVILLE PA 16424

SAEGERTOWN WATER DEPARTMENT
603 ERIE STREET
PO BOX 558
SAEGERTOWN, PA 16433

ERIN WELLS ESQUIRE
DEP NORTHWEST REGIONAL OFFICE
230 CHESTNUT STREET
MEADVILLE PA 16335

CONNEAUT LAKE BOROUGH
P O BOX 198
395 HIGH STREET
CONNEAUT LAKE PA 16316

SADSBURY TOWNSHIP
9888 STATE HIGHWAY 285
CONNEAUT LAKE PA 16316

SUMMIT TOWNSHIP
10956 PLUM STREET
HARMONSBURG PA 16422

STEPHEN KELKENBERG ESQUIRE
BUGGANANAN INGERSOLL & ROONEY PC
UNION TRUST BUILDING
501 GRANT STREET
SUITE 200
PITTSBURGH PA 15219
stephen.kelkenberg@bipc