



110 W. Taylor Street  
San Jose, CA 95110-2131

March 13, 2020

California Public Utilities Commission  
505 Van Ness Avenue  
San Francisco, CA 94102

Advice Letter No. 545

To Whom It May Concern:

San Jose Water Company (U-168-W) (SJWC) hereby transmits for filing the following changes in tariff schedules applicable to its service area and which are attached hereto:

<u>Cal. P.U.C Sheet No.</u>	<u>Title of Sheet</u>	<u>Cancelling Cal. P.U.C. Sheet No.</u>
2050-W	Schedule No. 1 General Metered Service (Continued)	2043-W
2051-W	Schedule No. 1B General Metered Service with Automatic Fire Sprinkler System (Continued)	2044-W
2052-W	Schedule No. 1C General Metered Service Mountain District (Continued)	2045-W
2053-W	Schedule 4 Private Fire Service (Continued)	1965-W
2054-W	Schedule RW Raw Water Metered Service (Continued)	2046-W
2055-W	Schedule No. RCW Recycled Water Metered Service (Continued)	2048-W
2056-W	Schedule WRAP	1211-W
2057-W	Table of Contents	2049-W

Purpose

With this advice letter, SJWC seeks authorization to refund the prorated portion of service charge rate changes for the period of January 1987 through May 2011 as established in Decision No. (D.) 20-02-050 (Attachment A) approved on February 27, 2020. These tariffs are submitted pursuant to General Order No. 96-B and pursuant to authorization by the California Public Utilities Commission (Commission) in D.20-02-050.

This filing is submitted as a Tier I Advice Letter and the accompanying updated tariffs reflect the requirements in Section II.A.1 and II.A.2 of Attachment A in D.20-02-050, which states that:

“1. SJWC will refund \$1,757,237.99 in proration refunds calculated by CPED for the period of 1987 through May of 2011. SJWC will issue credits to current customers in amounts proportional to their monthly service charges (based upon their meter sizes) and calculated to refund \$1,757,237.99, which is the amount of proration refunds calculated by CPED for the period of 1987 through May of 2011. Within ten (10) days after issuance of a Commission decision approving the Settlement, SJWC will file a Tier 1 advice letter to provide refunds to current customers by a one-time credit appearing on their bills as soon as feasible.

2. The one-time credit to customers currently on the Water Rate Assistance Program will be increased from the amount calculated for the refund of \$1,757,237.99 to the amount of \$25 for each such customer. The total amount of this additional credit is estimated to be approximately \$350,000.”

As a result of this request, a typical residential customer with a 3/4-inch meter will receive a one-time surcredit of \$5.52. All other customers will receive a one-time credit in accordance with their meter size. Customers enrolled in the Water Rate Assistance Program will be provided a one-time surcredit of \$25. Surcharge refund calculation workpapers are provided in Attachment B.

#### Effective Date

SJWC requests this advice letter become effective on April 12, 2020. Customer notice is not required as this advice letter does not request higher rates or charges or more restrictive terms or conditions of service than are currently in effect.

#### Protests and Responses

Anyone may respond to or protest this advice letter. A response does not oppose the filing but presents information that may prove useful to the Commission in evaluating the advice letter. A protest objects to the advice letter in whole or in part and must set forth the specific grounds on which it is based. These grounds may include the following:

- 1) The utility did not properly serve or give notice of the advice letter;
- 2) The relief requested in the advice letter would violate statute or Commission order, or is not authorized by statute or Commission order on which the utility relies;
- 3) The analysis, calculations, or data in the advice letter contain material error or omissions;
- 4) The relief requested in the advice letter is pending before the Commission in a formal proceeding;

- 5) The relief requested in the advice letter requires consideration in a formal hearing, or is otherwise inappropriate for the advice letter process; or
- 6) The relief requested in the advice letter is unjust, unreasonable, or discriminatory (provided that such a protest may not be made where it would require relitigating a prior order of the Commission).

A response or protest must be made in writing or by electronic mail and must be received by the Water Division within 20 days of the date this advice letter is filed. The address for mailing or delivering a protest is:

Tariff Unit, Water Division, 3<sup>rd</sup> floor  
California Public Utilities Commission,  
505 Van Ness Avenue  
San Francisco, CA 94102  
water\_division@cpuc.ca.gov

On the same date the response or protest is submitted to the Water Division, the respondent or protestant shall send a copy of the protest by mail to us, addressed to:

Regulatory Affairs  
San Jose Water Company  
110 West Taylor Street  
San Jose, CA 95110  
Fax 408.279.7934  
regulatoryaffairs@sjwater.com.

The advice letter process does not provide for any responses, protests or comments, except for the utility's reply, after the 20-day comment period. Public notice is not required.

The present rates of the SJWC became effective on January 1, 2020, by Advice Letter No. 541. SJWC has no advice letters pending before the Commission.

In compliance with Paragraph 4.3 of GO 96-B, a copy of this advice letter has been mailed to all interested and affected parties as detailed in Attachment C.

This filing will not cause the withdrawal of service, nor conflict with other schedules or rules.

Very truly yours,

California Public Utilities Commission  
Advice Letter No. 545  
Page 4

/S/ JOHN TANG

JOHN TANG  
Vice President of Regulatory Affairs  
Enclosure

## **Index of Workpapers**

<b>Attachment A</b>	<b>Decision 20-02-050</b>
<b>Attachment B</b>	<b>Surcredit Calculations</b>
<b>Attachment C</b>	<b>Service List</b>

**SAN JOSE WATER COMPANY**

**ADVICE LETTER NO. 545**

**ATTACHMENT A**

Decision 20-02-050 February 27, 2020

**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA**

Order Instituting Investigation on the Commission's Own Motion into the Operations, Practices and Conduct of the San Jose Water Company (U168W) Regarding Overbilling Practices.

Investigation 18-09-003

**PRESIDING OFFICER'S DECISION APPROVING SETTLEMENT**

**1. Summary**

We approve a settlement between San Jose Water Company and the Consumer Protection and Enforcement Division of the Commission that resolves all outstanding issues in the above-captioned proceeding. A copy of the Settlement Agreement is attached hereto as Attachment A. The proceeding is closed.

**2. Background of the Settlement**

The Commission issued this Order Instituting Investigation (OII) on September 14, 2018 to determine whether San Jose Water Company (SJWC) "repeatedly overcharged and double-billed its customers in violation of California Public utilities Code (PU Code) Section 542 as well as other Commission Orders." Attached to the OII was a copy of a staff report by the Consumer Protection and Enforcement Division (CPED) entitled *Investigation of Overbilling by San Jose Water Company* (Staff Report). On October 15, 2018, SJWC filed its Response to the OII and the Staff Report.

Waters Rates Advocates for Transparency, Equity and Sustainability (WRATES) filed a motion for party status on October 23, 2018, which motion was granted at the pre-hearing conference (PHC) held on January 7, 2019. On February 11, 2019, the Assigned Commissioner issued a scoping memo that identified the issues in the proceeding and adopted a schedule. In accordance with the schedule adopted in the scoping memo, the parties served prepared direct testimony on one another on March 18, 2019; SJWC served its prepared rebuttal testimony on April 8, 2019; and CPED served prepared sur-rebuttal testimony on May 6, 2019. An evidentiary hearing was on June 3, 2019 at which SPED and SJWC presented witnesses who sponsored the submission of their respective prepared testimony, including the Staff Report, into evidence. WRATES submitted into evidence a single cross-examination exhibit identified as WRATES-6.

Shortly after the evidentiary hearing, CPED and SJWC undertook settlement discussions, following which the assigned ALJ postponed submission of opening briefs until August 2, 2019 to give the parties time to work on a settlement. A noticed settlement conference was held among SJWC, CPED and WRATES on July 19, 2019, following which CPED and SJWC entered into the Settlement Agreement.

In late August 2019, the assigned Administrative Law Judge (ALJ) issued a Proposed Decision approving the settlement. On September 3, 2019, San Jose Water moved for withdrawal of the Proposed Decision on the grounds that the Public Utilities Code and Commission Rules enacted pursuant thereto require that an adjudicatory matter such as this case requires a Presiding Officer's Decision. On September 26, 2019, the ALJ issued a ruling granting the motion.



### **3. Issues Before the Commission**

The scoping memo identified three issues for determination in this proceeding

- A. Did SJWC overbill its customers for water service during the period from January 1987 to June 2017.
- B. If SJWC overbilled its customers during the above period, should the Commission fine the company or impose some other form of penalty on it?
- C. Is this action subject to any statute of limitation including, but not limited to, Section 736 of the Public Utilities Code?

### **4. Major Features of the Settlement Agreement**

The Settlement Agreement resolves all issue presented in or addressed by the OII and the Staff Report. Specifically, it resolves all outstanding issues between CPED and SJWC.

First, it resolves the overbilling allegations by having SJWC agree to make a series of payments for the benefit of its customers. SJC will refund \$1,757,237.99 in proration refunds, representing overcharges during the period from 1987 through May of 2011 resulting from SJWC's failure to apply rate proration of monthly service charges on customer bills for billing periods during which changes in such service charges became effective. These refunds will appear as one-time credits on customer bills and will be confirmed by SJWC in a Tier 1 advice letter.

For customers participating in SJWC's Water Rates Assistance Program, this one-time credit will be increased from the customer's pro rata portion of \$1,737,237.99 to \$25.00, representing a total additional credit of \$350,000.

In addition to issuing these customer credits, SJWC will invest \$5 million, funded by its shareholders, in capital improvements to the water system within

one year of the settlement. SJWC will neither earn any return on this investment nor recapture it through depreciation.

To the extent that SJWC could have asserted a statute of limitations defense to basing refunds on actions undertaken as long ago as 1987, it chose not to do so in the interest of achieving a settlement.

The settlement also addresses the Staff Report's allegations of double billing by SJWC. SJWC disputes those allegations and the settling parties agree that the evidentiary record is insufficient to support them. Because there was insufficient evidence to support a charge of double billing, the Settlement Agreement does not call for a penalty on SJWC.

On August 22, 2019 WRATES filed a brief in opposition to the settlement. Although the brief reiterated WRATES' concerns about San Jose Water's billing practices, it failed to articulate any material issue within the scope of this proceeding that is not related to the overbilling issue that has been resolved by the settlement. Accordingly, there is no basis for keeping the proceeding open.

In sum, approval of the Settlement Agreement will resolve all outstanding issues in this proceeding.

#### **5. The Settlement Agreement Meets the Criteria of Rule 12.1(d)**

The Settlement Agreement addresses all contested issues in this proceeding. Rule 12.1(d) requires that a settlement be "reasonable in light of the whole record, consistent with law, and in the public interest." Taken as a whole, the Settlement Agreement satisfies these standards for approving settlements for the reasons discussed below.

**A. The Settlement Agreement Is Reasonable in Light of the Whole Record**

The Settlement Agreement is reasonable in light of the whole record. Following discovery and settlement negotiations, the settling parties reached a reasonable compromise on each of the issues in contention. The settlement negotiations were accomplished at arms' length over the course of several days and there was no collusion.

**B. The Settlement Agreement Does Not Contravene Any Rules or Laws**

The settling parties are aware of no statutory provision or prior Commission decision that would be contravened or compromised by the Settlement Agreement. The issues resolved in the Settlement Agreement are within the scope of the proceeding and will produce a just resolution satisfactory to both settling parties.

**C. The Settlement Agreement Is in The Public Interest**

The Settlement Agreement is in the public interest. The Commission has explained that a settlement which "commands broad support among participants fairly reflective of the affected interests" and "does not contain terms which contravene statutory provisions or prior Commission decisions" well serves the public interest. *Re San Diego Gas & Elec.*, D.92-12-019, 46 CPUC 2d 538, 552.

Together, the settling parties fairly represent the affected interests: SJWC provides water service to approximately 1 million customers in the greater San Jose area, and CPED is statutorily mandated to protect the interests of such customers. The primary public interest affected by this proceeding is the interest of the customers of SJWC in being accurately billed for the services they receive. The Settlement Agreement advances this interest by correcting prior billing errors, arranging for related bill credits, and providing for increased capital

investment in SJWC at the sole expense of its shareholders. In addition, Commission approval of the Settlement Agreement will provide speedy resolution of contested issues, which will avoid unnecessary litigation expense, and will conserve Commission resources. The Commission has acknowledged that “[t]here is a strong public policy favoring the settlement of disputes to avoid costly and protracted litigation.” *Re PG&E*, D.88-12-083, 30 CPUC 2d 189, 221.

## **6. Conclusion**

The Settlement Agreement meets the Commission’s requirements for settlements and should be approved without modification.

## **7. Appeal of the Presiding Officer’s Decision**

On January 9, 2020 WRATES filed an appeal of the Presiding Officer’s Decision alleging that the Settlement Agreement failed to comply with Rules 11 and 12 of the Commission’s Rules of Practice and Procedure and otherwise deprived WRATES of adequate notice and opportunity to be heard regarding disputed issues. The appeal is without merit. The settlement conference that preceded the Settlement Agreement was held in accordance with a settlement timetable established by the presiding officer. WRATES received timely notice of the settlement conference and was invited to participate. The Settlement Agreement resolves all disputed matters within the scope of the proceeding in a manner that is beneficial to the ratepayers of SJWC. A desire for different or greater relief is not argument against adoption of the Settlement Agreement.

## **8. Assignment of Proceeding**

Martha Guzman Aceves is the assigned Commissioner and Karl J. Bemesderfer is the assigned Administrative Law Judge in this proceeding.

### **Findings of Fact**

1. SJWC incorrectly pro-rated customer bills during months when billing rates changed between 1987 and May 2011 resulting in customer overcharges totaling \$1,757,237.99.
2. Evidence in the proceeding is insufficient to demonstrate additional overbilling by SJWC.
3. The settlement resolves all outstanding issues between SJWC and CPED.

### **Conclusions of Law**

1. The settlement is reasonable in light of the whole record.
2. The settlement does not contravene any rules or laws.
3. The settlement is in the public interest.
4. The settlement should be approved.

## **O R D E R**

**IT IS ORDERED** that:

1. The Settlement Agreement between the Consumer Protection and Enforcement Division of the Commission and San Jose Water Company is approved without modification.
2. Investigation 18-09-003 is closed.

This order is effective today.

Dated February 27, 2020, at San Francisco, California.

MARYBEL BATJER

President

LIANE M. RANDOLPH

MARTHA GUZMAN ACEVES

CLIFFORD RECHTSCHAFFEN

GENEVIEVE SHIROMA

Commissioners

# **ATTACHMENT A**

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA**

Order Instituting Investigation  
on the Commission's Own

Investigation 18-09-003

Motion into the Operations,  
Practices and Conduct of the San  
Jose Water Company (U168W)  
Regarding Overbilling Practices.

**SETTLEMENT AGREEMENT BETWEEN  
THE CONSUMER PROTECTION AND ENFORCEMENT DIVISION  
AND SAN JOSE WATER COMPANY**

**I. GENERAL PROVISIONS**

A. Pursuant to Article 12 of the Rules of Practice and Procedure of the California Public Utilities Commission (“Commission”), the Commission’s Consumer Protection and Enforcement Division (“CPED”) and San Jose Water Company (“SJWC”), each referred to individually as a “Party” and together as “the Settling Parties,” have agreed on the terms of this Settlement Agreement, which they now submit for review, consideration, and approval by Administrative Law Judge Karl Bemesderfer and the Commission.

B. This Settlement Agreement is intended to resolve all issues presented in or addressed by the Commission’s Order Instituting Investigation (“OII”) 18-09-003 or by the Staff Report, entitled “Investigation of Overbilling by San Jose Water Company,” which was submitted by Victor Bañuelos of CPED, dated August 16, 2018, and attached to the OII. Specifically, this Settlement Agreement resolves all outstanding issues in this proceeding between SJWC and CPED.

C. Specific issues that the Settling Parties agree to resolve through this Settlement Agreement are set forth in Section II, below.

D. Because this Settlement Agreement represents a compromise of the Settling Parties’ positions with respect to the issues addressed herein, the Settling Parties have agreed upon the resolution of each issue addressed in the Settlement Agreement on the basis that its approval by the Commission should not be construed as an admission or concession by either Party regarding any matter of fact or law that may have been in dispute in this

proceeding. Furthermore, consistent with Rule 12.5 of the Commission's Rules, the Settling Parties intend that the approval of this Settlement Agreement by the Commission should not be construed as a precedent or statement of policy of any kind for or against either Party in any current or future proceeding with respect to any issue addressed in the Settlement Agreement.

E. The Settling Parties agree that this Settlement Agreement is an integrated agreement, so that if the Commission rejects or modifies any portion of this Settlement Agreement or modifies the obligations placed upon SJWC from those that the Settlement Agreement would impose, each Party shall have the right to withdraw. Furthermore, the Settlement Agreement is being presented as an integrated package such that Settling Parties are agreeing to the Settlement Agreement as a whole rather than agreeing to specific elements of the Settlement Agreement.

F. This Settlement Agreement is the product of a process of direct negotiation between the Settling Parties. The other party to this proceeding, WRATES, participated in the settlement process but is not a party to the Settlement Agreement. Accordingly, the Settlement Agreement is not presented as an all-party settlement.

G. The Settling Parties agree that no signatory to the Settlement Agreement assumes any personal liability as a result of his or her execution of this document. All rights and remedies of the Settling Parties with respect to the Settlement Agreement are limited to those available before the Commission.

H. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts together shall constitute one and the same instrument.

I. This Settlement Agreement constitutes the entire agreement between the Settling Parties and supersedes all prior or contemporaneous agreements, negotiations, representations, warranties, and understandings of the Settling Parties with respect to the subject matter set forth herein or otherwise relevant to this proceeding.

## **II. RESOLUTION OF SPECIFIC ISSUES**

### **A. Issue 1: Failure to prorate monthly service charges**

1. SJWC will refund \$1,757,237.99 in proration refunds calculated by CPED for the period of 1987 through May of 2011. SJWC will issue credits to current customers in amounts proportional to their monthly service charges (based upon their meter sizes) and calculated to refund \$1,757,237.99, which is the amount of proration refunds calculated by CPED for the period of 1987 through May of 2011. Within ten (10) days after



issuance of a Commission decision approving the Settlement, SJWC will file a Tier 1 advice letter to provide refunds to current customers by a one-time credit appearing on their bills as soon as feasible.

2. The one-time credit to customers currently on the Water Rate Assistance Program will be increased from the amount calculated for the refund of \$1,757,237.99 to the amount of \$25 for each such customer. The total amount of this additional credit is estimated to be approximately \$350,000.

3. SJWC will invest \$5.0 million in capital investments in its public water system, to be funded by shareholders, initiated within a one-year period following Commission approval of this agreement. SJWC will not earn any return on this investment, nor will it be allowed to recover depreciation from ratepayers over the life of the investment.

4. The parties agree that this combination of credits and investment constitutes the full and final restitution by SJWC to SJWC customers for the years that SJWC failed to apply rate proration of monthly service charges on customer bills for billing periods during which changes in such service charges became effective.

**B. Issue 2: Double billing**

1. The parties agree that evidence in the record is not sufficient to support CPED's allegation of SJWC double billing its monthly service charges in connection with the alleged conversion from billing in advance to billing in arrears. SJWC denies that such alleged double billing occurred.

**III. CONCLUSION**

The parties mutually believe that, based on the terms and conditions stated above, this Settlement Agreement is reasonable in light of the whole record, is consistent with the law and is in the public interest.

Respectfully submitted,

CONSUMER PROTECTION AND  
ENFORCEMENT DIVISION

By: \_\_\_\_\_

Jeanette Lo  
Utilities Enforcement Branch Chief  
California Public Utilities Commission  
505 Van Ness Avenue  
San Francisco, CA 94102

I.18-09-003 ALJ/MOD-POD-KJB/gp2

Telephone: (415) 703-1225

Fax: (415) 703-4532

E-mail: [Jeanette.Lo@cpuc.ca.gov](mailto:Jeanette.Lo@cpuc.ca.gov)

July 23, 2019

SAN JOSE WATER COMPANY

By:

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John B. Tang, P.E.

Vice-President of Regulatory

Affairs & Government Relations

110 West Taylor Street

San Jose, CA 95110

Telephone: (408) 279-7933

Fax: (408) 279-7934

E-mail: [john.tang@sjwater.com](mailto:john.tang@sjwater.com)

July 23, 2019

**(END OF ATTACHMENT A)**

**SAN JOSE WATER COMPANY**

**ADVICE LETTER NO. 545**

**ATTACHMENT B**

ADVISE LETTER 545  
ATTACHMENT B  
BILLING PRORATION SURCREDIT

SURCREDIT CALCULATION									
Revenue to be Refunded in Billing Proration Surcredit						\$1,757,238			
<b>Schedule No. 1. General Metered Service &amp; 1B General Metered Service with Automatic Fire Sprinkler System:</b>									
Meter Size	2020 No. of Customers Authorized	No. of Billings	Meter Ratio (SP U-25)	Meter Ratio Equiv	One Time Surcredit (\$/Month)	Amount of Total Service Charge Surcredit	AL 541 2020 Service Charge	Surcredit as a Percentage of Current Service Charge	
5/8	888	888	1.5	1,332	\$5.52	\$4,902	\$40.47	13.6%	
3/4	175,500	175,500	1.5	263,250	\$5.52	\$968,760	\$40.47	13.6%	
1	35,165	35,165	2.5	87,913	\$9.19	\$323,166	\$67.44	13.6%	
1 1/2	3,936	3,936	5	19,680	\$18.38	\$72,344	\$134.90	13.6%	
2	5,037	5,037	8	40,296	\$29.41	\$148,138	\$215.84	13.6%	
3	1,568	1,568	15	23,520	\$55.14	\$86,460	\$404.69	13.6%	
4	420	420	25	10,500	\$91.90	\$38,598	\$674.48	13.6%	
6	182	182	50	9,100	\$183.81	\$33,453	\$1,348.97	13.6%	
8	33	33	80	2,640	\$294.09	\$9,705	\$2,158.36	13.6%	
10	7	7	115	805	\$422.75	\$2,959	\$3,102.62	13.6%	
	222,213	222,736		459,036		\$1,688,485			
<b>Schedule No. RW. Raw Water Service:</b>									
3/4	0	0	1.5	0	\$5.52	\$0	\$40.47	13.6%	
1	1	1	2.5	3	\$9.19	\$9	\$67.44	13.6%	
1 1/2	1	1	5	5	\$18.38	\$18	\$134.90	13.6%	
2	3	3	8	24	\$29.41	\$88	\$215.84	13.6%	
3	0	0	15	0	\$55.14	\$0	\$404.69	13.6%	
4	0	0	25	0	\$91.90	\$0	\$674.48	13.6%	
6	0	0	50	0	\$183.81	\$0	\$1,348.97	13.6%	
8	0	0	80	0	\$294.09	\$0	\$2,158.36	13.6%	
10	0	0	115	0	\$422.75	\$0	\$3,102.62	13.6%	
	5	5		32		\$115			
<b>Schedule No. RCW. Recycled Water Service Piped:</b>									
3/4	0	0	1.5	0	\$5.52	\$0	\$40.47	13.6%	
1	12	12	2.5	30	\$9.19	\$110	\$67.44	13.6%	
1 1/2	16	16	5	80	\$18.38	\$294	\$134.90	13.6%	
2	124	124	8	992	\$29.41	\$3,647	\$215.84	13.6%	
3	61	61	15	915	\$55.14	\$3,364	\$404.69	13.6%	
4	25	25	25	625	\$91.90	\$2,298	\$674.48	13.6%	
6	0	0	50	0	\$183.81	\$0	\$1,348.97	13.6%	
8	2	2	80	160	\$294.09	\$588	\$2,158.36	13.6%	
10	0	0	115	0	\$422.75	\$0	\$3,102.62	13.6%	
	240	240		2,802		\$10,301			
<b>Schedule No. RCW. Recycled Water Service Well Users: (1)</b>									
2	1	1		13.6%	\$4.54	\$5	\$33.39	13.6%	
3	1	1		13.6%	\$6.06	\$6	\$44.53	13.6%	
4	2	2		13.6%	\$6.81	\$14	\$50.08	13.6%	
6	1	1		13.6%	\$11.36	\$11	\$83.50	13.6%	
8	2	2		13.6%	\$13.62	\$27	\$100.18	13.6%	
10	1	1		13.6%	\$21.19	\$21	\$155.83	13.6%	
	8	8				\$84			
<b>Schedule No. 4. Private Fire Service: (1)</b>									
2	44	44		13.6%	\$5.57	\$245	\$40.98	13.6%	
3	5	5		13.6%	\$6.97	\$35	\$51.23	13.6%	
4	1,156	1,156		13.6%	\$9.75	\$11,275	\$71.72	13.6%	
6	1,581	1,581		13.6%	\$15.33	\$24,232	\$112.70	13.6%	
8	993	993		13.6%	\$19.51	\$19,371	\$143.44	13.6%	
10	143	143		13.6%	\$25.08	\$3,587	\$184.42	13.6%	
12	17	17		13.6%	\$30.65	\$521	\$225.40	13.6%	
	3,939	3,939				\$59,266			
<b>Total Meter Charge Surcredit for all Schedules</b>						<b>\$1,758,251</b>			
Revenue to be Refunded in Billing Proration Surcredit						<b>\$350,000</b>			
<b>Schedule No. WRAP Water Rate Assistance Program:</b>									
Meter Size	No. of Customers Mar-20	No. of Billings	One Time WRAP Surcredit (\$/Month)	Amount of Total WRAP Surcredit	Regular One Time Surcredit (\$/Month)	Amount of Total Service Charge Surcredit	Total Additional WRAP Surcharge Credit Distributed		
5/8	74	74	\$25	\$1,850	\$5.52	\$408	\$1,442.00		
3/4	18,157	18,157	\$25	\$453,925	\$5.52	\$100,227	\$353,698.00		
1	1,127	1,127	\$25	\$28,175	\$9.19	\$10,357	\$17,818.00		
1 1/2	17	17	\$25	\$425	\$18.38	\$312	\$113.00		
2*	4	4			\$29.41	\$118	\$0.00		
3*	7	7			\$55.14	\$386	\$0.00		
4*	1	1			\$91.90	\$92	\$0.00		
6*	15	15			\$183.81	\$2,757	\$0.00		
8*	3	3			\$294.09	\$882	\$0.00		
10*	0	0			\$422.75	\$0	\$0.00		
	19,405	19,405		\$484,375		\$115,131	<b>\$371,629</b>		
* Represents WRAP customers in Mobile Home Parks		30 x \$19.48		\$584.40			<b>\$372,213</b>		

**SAN JOSE WATER COMPANY**

**ADVICE LETTER NO. 545**

**ATTACHMENT C**

A copy of Advice Letter No. 545 has been sent to the following municipalities, water companies and interested parties:

City of San Jose  
Municipal Water Dept.  
Attn: Jeffrey Provenzano  
3025 Tuers Road  
San Jose, CA 95121

San Jose Mercury News  
Attn: Paul Rogers  
4 N. Second Street, Suite 800  
San Jose, CA 95113

California Water Service Co.  
Attn: Regulatory Affairs  
1720 North First Street  
San Jose, CA 95112

Town of Los Gatos  
Attn: Director of Public Works  
110 E. Main Street  
Los Gatos, CA 95032

City of Cupertino  
10300 Torre Avenue  
Cupertino, CA 95014

City of Monte Sereno  
Attn: Jessica Kahn, City Engineer  
18041 Saratoga-Los Gatos Road  
Monte Sereno, CA 95030

City of Campbell  
70 North First Street  
Campbell, CA 95008

City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

Great Oaks Water Company  
P.O. Box 23490  
San Jose, CA 95153

City of Milpitas  
Attn: Utilities Engineering  
455 East Calaveras Blvd.  
Milpitas, CA 95035

Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118

City of Saratoga  
Attn: Director of Public Works  
13777 Fruitvale Avenue  
Saratoga, CA 95070

County of Santa Clara  
70 W. Hedding Street  
San Jose, CA 95110

Department of Water Resources  
Safe Drinking Water Office, Room 804  
1416 9<sup>TH</sup> Street  
Sacramento, CA 95814

Mountain Springs Mutual Water Co.  
17956 Greenwood Road  
Los Gatos, CA 95033

Nina Hawk  
Chief Operating Officer  
Water Utility Enterprises  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118

Stagecoach Mutual Water Co  
21825 Stagecoach Road  
Los Gatos, CA 95033

Gillette Mutual Water Company  
21976 Gillette Drive  
Los Gatos, CA 95033

Pat Kearns, MD  
7 W Central Ave  
Los Gatos, CA 95030

Redwood Estates Services Association  
PO Box 591  
Redwood Estates, CA 95044-0591

Saratoga City Council Member  
Rishi Kumar  
13777 Fruitvale Avenue  
Saratoga, CA 95070

Big Redwood Park Water  
& Improvement Assoc.  
18522 Mt. View Avenue  
Los Gatos, CA 95033

WRATES  
Rita Benton  
18555 Ravenwood Drive  
Saratoga, CA 95070

Villa Del Monte Mutual Water Company  
P.O. Box 862  
Los Gatos, CA 95031

Saratoga Heights Mutual Water Company  
P.O. Box 337  
Saratoga, CA 95071

Ridge Mutual Water Company  
22316 Citation Drive  
Los Gatos, CA 95033

James Hunter  
6475 Dwyer Street  
San Jose, CA 95120

Summitt West Mutual Water Company  
P.O. Box 974  
Los Gatos, CA 95031

Raineri Mutual Water Company  
P.O. Box 11  
Los Gatos, CA 95031

Oakmount Mutual Water Company  
P.O. Box 31536  
Stockton, CA 95213

Mt. Summit Mutual Water Co  
P.O. Box 3416  
Saratoga, CA 95070

Brush & Old Well Mutual  
Water Company  
21105 Brush Road  
Los Gatos, CA 95033

Schedule No. 1

GENERAL METERED SERVICE  
 (Continued)

6. To amortize the 2018 Tax Accounting Memorandum Account balance, a one-time surcredit will be added to the bill as follows:

	Surcredit:
For 5/8 x 3/4-inch meter .....	\$20.84
For 3/4-inch meter .....	20.84
For 1-inch meter .....	34.73
For 1-1/2-inch meter .....	69.46
For 2-inch meter .....	111.13
For 3-inch meter .....	208.37
For 4-inch meter .....	347.28
For 6-inch meter .....	694.55
For 8-inch meter .....	1111.29
For 10-inch meter .....	1597.47

7. In accordance with D.20-02-050, a one-time proration refund surcredit will be added to the bill as follows:(N)

	Surcredit:	
For 5/8 x 3/4-inch meter .....	\$5.52	
For 3/4-inch meter .....	5.52	
For 1-inch meter .....	9.19	
For 1-1/2-inch meter .....	18.38	
For 2-inch meter .....	29.41	
For 3-inch meter .....	55.14	
For 4-inch meter .....	91.90	
For 6-inch meter .....	183.81	
For 8-inch meter .....	294.09	
For 10-inch meter .....	422.75	(N)

(To be inserted by utility)

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TITLE



Schedule No. 1B

GENERAL METERED SERVICE WITH  
 AUTOMATIC FIRE SPRINKLER SYSTEM  
 (Continued)

7. To amortize the 2018 Tax Accounting Memorandum Account balance,  
 a one-time surcredit will be added to the bill as follows:

	Surcredit:
For 5/8 x 3/4-inch meter .....	\$20.84
For 3/4-inch meter .....	20.84
For 1-inch meter .....	34.73
For 1-1/2-inch meter .....	69.46
For 2-inch meter .....	111.13
For 3-inch meter .....	208.37
For 4-inch meter .....	347.28
For 6-inch meter .....	694.55
For 8-inch meter .....	1111.29
For 10-inch meter .....	1597.47

8. In accordance with D.20-02-050, a one-time proration refund surcredit will be added to the bill as follows:(N)

	Surcredit:	
For 5/8 x 3/4-inch meter .....	\$5.52	
For 3/4-inch meter .....	5.52	
For 1-inch meter .....	9.19	
For 1-1/2-inch meter .....	18.38	
For 2-inch meter .....	29.41	
For 3-inch meter .....	55.14	
For 4-inch meter .....	91.90	
For 6-inch meter .....	183.81	
For 8-inch meter .....	294.09	
For 10-inch meter .....	422.75	(N)

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TITLE

Schedule No. 1C

GENERAL METERED SERVICE  
 Mountain District  
 (Continued)

8. Upsize Charges as shown under Schedule No. 1B General Metered Service with Automatic Fire Sprinkler System's Service Charges shall also apply to Schedule No. 1C. Special Conditions 1 and 2 of Schedule No. 1C as noted below shall also apply to this schedule.

"1. Any service to a residential customer who requires a larger meter because of fire flow requirement to a fire sprinkler system will be billed (i) a meter service charge, for the appropriate meter size determined based on the normal water use of the customer excluding the fire flow requirement; and (ii) an upsize charge, determined by the difference between the actual Meter size required including the fire flow requirement and the appropriate meter size required without the fire flow requirement; and (iii) the quantity rate based on the quantity of water used.

2. For the purpose of fire protection under this schedule, the utility will supply only such water at such pressure as may be available from time to time as a result of its operation of the system. Section 774 of the Public Utilities Code limits the liability of the utility resulting from a claim regarding the provision or maintenance of an adequate water supply, water pressure, equipment or other fire protection facility or service. Acceptance of service under this tariff is acknowledgment of notice of the provisions of Section 774 of the Public Utilities Code."

The addition of General Metered Service with Automatic Fire Sprinkler System's Service Charges to this tariff shall be subject to Special Condition 4 – Interruptible Service of this Schedule.

9. To amortize the 2018 Tax Accounting Memorandum Account balance, a one-time surcredit will be added to the bill as follows:

		Surcredit:
For	3/4-inch meter .....	20.84
For	1-inch meter .....	34.73
For	1-1/2-inch meter .....	69.46
For	2-inch meter .....	111.13
For	3-inch meter .....	208.37
For	4-inch meter .....	347.28
For	6-inch meter .....	694.55
For	8-inch meter .....	1111.29
For	10-inch meter .....	1597.47

10. In accordance with D.20-02-050, a one-time proration refund surcredit will be added to the bill as follows:(N)

		Surcredit:	
For	3/4-inch meter .....	5.52	
For	1-inch meter .....	9.19	
For	1-1/2-inch meter .....	18.38	
For	2-inch meter .....	29.41	
For	3-inch meter .....	55.14	
For	4-inch meter .....	91.90	
For	6-inch meter .....	183.81	
For	8-inch meter .....	294.09	
For	10-inch meter .....	422.75	(N)

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Regulatory Affairs

Resolution No. \_\_\_\_\_

TITLE

Schedule No. 4

PRIVATE FIRE SERVICE  
 (Continued)

SPECIAL CONDITIONS

4. For water delivered for other than fire protection purposes, charges shall be made under Schedule No. 1, General Metered Service.
5. The utility undertakes to supply only such water at such pressure as may be available any time through the normal operation of its system. Section 774 of the Public Utilities Code limits the liability of the utility resulting from a claim regarding the provision or maintenance of an adequate water supply, water pressure, equipment or other fire protection facility or service. Acceptance of service under this tariff is acknowledgment of notice of the provisions of Section 774 of the Public Utilities Code.
6. The minimum diameter for fire protection service shall be two inches, and the maximum diameter shall be not more than the diameter of the main to which the service is connected.
7. All bills are subject to the reimbursement fee set forth on Schedule No. UF.
8. To amortize the 2018 Tax Accounting Memorandum Account balance, a monthly surcredit will be added to the bill for 12 months or until paid as follows:
 

	Surcredit:	(N)
For 2-inch meter .....	\$1.76	
For 3-inch meter .....	2.20	
For 4-inch meter .....	3.09	
For 6-inch meter .....	4.85	
For 8-inch meter .....	6.17	
For 10-inch meter .....	7.93	
For 12-inch meter .....	9.70	(N)
9. In accordance with D.20-02-050, a one-time proration refund surcredit will be added to the bill as follows:(N)
 

	Surcredit:	
For 2-inch meter .....	5.57	
For 3-inch meter .....	6.97	
For 4-inch meter .....	9.75	
For 6-inch meter .....	15.33	
For 8-inch meter .....	19.51	
For 10-inch meter .....	25.08	
For 12-inch meter .....	30.65	(N)

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TITLE

Schedule No. RW

RAW WATER METERED SERVICE

(Continued)

7. To amortize the 2018 Tax Accounting Memorandum Account balance, a one-time surcredit will be added to the bill as follows:

	Surcredit:
For 5/8 x 3/4-inch meter .....	\$20.84
For 3/4-inch meter .....	20.84
For 1-inch meter .....	34.73
For 1-1/2-inch meter .....	69.46
For 2-inch meter .....	111.13
For 3-inch meter .....	208.37
For 4-inch meter .....	347.28
For 6-inch meter .....	694.55
For 8-inch meter .....	1111.29
For 10-inch meter .....	1597.47

8. In accordance with D.20-02-050, a one-time proration refund surcredit will be added to the bill as follows:(N)

	Surcredit:	
For 3/4-inch meter .....	5.52	
For 1-inch meter .....	9.19	
For 1-1/2-inch meter .....	18.38	
For 2-inch meter .....	29.41	
For 3-inch meter .....	55.14	
For 4-inch meter .....	91.90	
For 6-inch meter .....	183.81	
For 8-inch meter .....	294.09	
For 10-inch meter .....	422.75	(N)

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TITLE

Schedule No. RCW

RECYCLED WATER METERED SERVICE  
 (Continued)

8. To amortize the 2018 Tax Accounting Memorandum Account balance, a one-time surcredit will be added to the bill as follows:

<u>Piped Supply</u>		Surcredit:
For	3/4-inch meter .....	\$20.84
For	1-inch meter .....	34.73
For	1-1/2-inch meter .....	69.46
For	2-inch meter .....	111.13
For	3-inch meter .....	208.37
For	4-inch meter .....	347.28
For	6-inch meter .....	694.55
For	8-inch meter .....	1111.29
For	10-inch meter .....	1597.47

<u>Well Supply</u>		Surcredit:
For	2-inch meter .....	\$17.20
For	3-inch meter .....	22.94
For	4-inch meter .....	25.80
For	6-inch meter .....	43.02
For	8-inch meter .....	51.62
For	10-inch meter .....	80.29

9. In accordance with D.20-02-050, a one-time proration refund surcredit will be added to the bill as follows:(N)

		Surcredit:	
For	3/4-inch meter .....	5.52	
For	1-inch meter .....	9.19	
For	1-1/2-inch meter .....	18.38	
For	2-inch meter .....	29.41	
For	3-inch meter .....	55.14	
For	4-inch meter .....	91.90	
For	6-inch meter .....	183.81	
For	8-inch meter .....	294.09	
For	10-inch meter .....	422.75	
<u>Well Supply</u>		Surcredit:	
For	2-inch meter .....	\$4.54	
For	3-inch meter .....	6.06	
For	4-inch meter .....	6.81	
For	6-inch meter .....	11.36	
For	8-inch meter .....	13.62	
For	10-inch meter .....	21.19	(N)

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Resolution No. \_\_\_\_\_

TITLE

Schedule WRAP

WATER RATE ASSISTANCE PROGRAM (WRAP)  
(Continued)

3. Eligible customers shall be billed pursuant to this schedule commencing with the next regularly scheduled billing period following approval of the customer's application by the utility.
4. Information provided by the applicant is subject to verification by the utility. Upon the utility's request, refusal and/or failure of a customer to provide documentation of eligibility acceptable to the utility shall result in the customer's removal from this schedule.
5. It is the customer's responsibility to notify the utility within 30 days if there is a change in eligibility status.
6. Customers may be re-billed for periods of ineligibility under the applicable rate schedule.
7. Since sub-metered tenants living in mobile home parks are not customers of San Jose Water Company, any discount will be applied to the master meter on record. It is then the responsibility of the master metered account holder to distribute the discount to the appropriate tenant.
8. All bills are subject to the reimbursement fee set forth on Schedule No. UF.
9. In accordance with D.20-02-050, the one-time proration refund surcredit will be increased to \$25.00 for customers participating in WRAP. (N)  
(N)

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Dec. No. 20-02-050

Regulatory Affairs

Resolution No. \_\_\_\_\_

TITLE

TABLE OF CONTENTS

The following listed tariff sheets contain all effective rates, rules and regulations affecting the rates and service of the Utility, together with information relating thereto:

Subject Matter of Sheet	C.P.U.C. Sheet No.	
Title	1495-W	
Table of Contents	2057-W, 1795-W, 848-W and 1906-W	(T)
Preliminary Statement	919-W, 1303-W, 2008-W, 1702-W, 1420-W, 2034-W, 2035-W, 2036-W, 2037-W, 2038-W, 2039-W, 2040-W, 2041-W and 2042-W	
Service Area Map Locator	1266-W	
Service Area Map Locator, Index	1589-W	
Map of Areas With Special Pressure and Fire Flow Conditions	1590-W	
Index to Map of Areas With Special Pressure and Fire Flow Conditions	1079-W, 1591-W 1082-W, 1087-W and 1404-W	
Rate Schedules:		
Schedule No. 1, General Metered Service	2001-W, 1915-W and 2050-W	(C)
Schedule No. 1B, General Metered Service With Automatic Fire Sprinkler System	2002-W, 1741-W, 1882-W and 2051-W	(C)
Schedule No. 1C, General Metered Service Mountain District	2003-W, 1952-W, 1884-W, and 2052-W	(C)
Schedule No. 4, Private Fire Service	2004-W and 2053-W	(C)
Schedule No. 9C, Construction and Other Temporary Metered Service	1118-W and 1094-W	
Schedule No. 10R, Service to Employees	152-W	
Schedule No. 14.1 Water Shortage Contingency Plan With Staged Mandatory Reductions And Drought Surcharges	1668-W,1669-W,1780-W,1671-W, 1672-W,1673-W,1766-W, and 1820-W	
Schedule No. RW, Raw Water Metered Service	2005-W, 1920-W and 2054-W	(C)
Schedule No. RCW, Recycled Water Metered Service	2006-W, 2047-W and 2055-W	(C)
Schedule No. UF, Surcharge to Fund Public Utilities Commission, Reimbursement Fee	1969-W	
Schedule No. WRAP, Water Rate Assistance Program	1972-W and 2056-W	(C)
List of Contracts and Deviations	1857-W	
Rules:		
No. 1 - Definitions	2010-W and 2011-W	
No. 2 - Description of Service	525-W	
No. 3 - Application for Service	351-W and 903-W	
No. 4 - Contracts	352-W	
No. 5 - Special Information Required on Forms	2012-W,2013-W and 2014-W-W	
No. 6 - Establishment and Re-establishment of Credit	354-W	
No. 7 - Deposits	355-W and 356-W	
No. 8 - Notices	2015-W, 2016-W and 2017-W	
No. 9 - Rendering and Payment of Bills	996-W, 997-W and 1146-W	

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