



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

August 22, 2022

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

Advice Letter No. 578

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>
2182-W	Schedule No. 1 – General Metered Service (Continued)	2059-W
2183-W	Schedule No. 1B – General Metered Service with Automatic Fire Sprinkler System	1882-W
	Schedule No. 1B – General Metered Service with Automatic Fire Sprinkler System (Continued)	2060W
2184-W	Schedule No. 1C – General Metered Service with Mountain District	2052-W
	Schedule No. 1C – General Metered Service with Mountain District (Continued)	2061-W
2185-W	Schedule No. RW –Raw Water Metered (Continued)Service	2180-W
2186-W	Schedule No. RCW –Recycled Water Metered Service	1958-W
	Schedule No. RCW –Recycled Water Metered Service (Continued)	2063-W
2187-W	Schedule No. 4 – Private Fire Service (Continued)	2053-W
2188-W	Rule 9	996-W
2189-W	Rule 9 (Continued)	997-W
2190-W	Rule 9 (Continued)	2058-W
2191-W	Table of Contents	2181-W

Purpose

The purpose of this advice letter is to update SJWC’s tariffs and Rule 9 to include a description of the “Uniform Formula” that will be used to calculate service charges/flat charges as approved in Decision (D.) 22-06-013 (Attachment A).

Background

On June 2, 2022, the Commission issued D.22-06-013 which requires SJWC to file a Tier 2 advice letter to modify its tariffs to include a description of the Uniform Formula. Ordering Paragraph 6 states:

“No later than 90 days from today, San Jose Water Company shall file a Tier 2 Advice letter to modify its tariffs to include a description of the “Uniform Formula” that it will use to calculate and prorate monthly service charges as resolved and agreed upon in the Settlement Agreement.”

The Uniform Formula as described in page 42 of the Public Advocates Office Report and Recommendations in Application 19-12-002 is as follows and provided in Attachment B:

“All four of the formula used by SJWC should be replaced by a single formula that recognizes the constant denominator of 30.4375 as the average days in any billing month. The Commission should requires SJWC to calculate all service charges using the following single formula (“Uniform Formula”):

$$\left(\frac{\text{Number of Billing Days at Effective Service Charge}}{30.4375} \right) \times (\text{Effective Service Charge}) = \text{Billed Service Charge}$$

Unlike any one of SJWC’s multiple billing formulas, the Uniform Formula is accurate for billing periods of any length.”

The Uniform Formula results in a simple calculation of service charges when rates change during a billing period or when the length of a billing period varies. The Uniform Formula prorates rate changes occurring during the billing period and considers the accommodation of an additional day of billing that occurs every four years during a leap year.

D.22-06-013 only requires the Uniform Formula to apply to Service Charges, which is a flat charge. Other flat charges (e.g., WRAP, Safe Drinking Water Loans) were also calculated in the same manner as the service charge. Therefore, SJWC will apply the Uniform Formula to all applicable flat rate surcharges and sur credits to maintain consistency and comply with the intent of D.22-06-013.

Effective Date

SJWC requests that the updated tariff sheets become effective August 24, 2022.

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, 3rd 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.

In accordance with Paragraph 4.3 of General Order 96-B, a copy of this advice letter has been emailed to all interested and affected parties as detailed in SJWC's Service List (Attachment D).

SJWC has no Advice Letters pending before the Commission at the time of this filing.

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

Very truly yours,

/S/

JOHN TANG
Vice President of Regulatory Affairs
Enclosures

SAN JOSE WATER COMPANY

ADVICE LETTER NO. 578

ATTACHMENT A

D.22-06-013 AMI Project

SAN JOSE WATER COMPANY

ADVICE LETTER NO. 578

ATTACHMENT B

**A.19-12-002 Public Advocates Office Report and Recommendations
(PUBLIC)**

SAN JOSE WATER COMPANY

ADVICE LETTER NO. 578

ATTACHMENT C

TARIFF SHEETS

SCHEDULE 1, 1A, 1B, 1C, 4, RW, RCW

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ATTACHMENT D

SERVICE LIST

Decision 22-06-013 June 2, 2022

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Application of SAN JOSE WATER COMPANY (U168W) for Approval of Cost Recovery for Advanced Metering infrastructure.

Application 19-12-002

DECISION GRANTING JOINT MOTION FOR APPROVAL OF SETTLEMENT BETWEEN SAN JOSE WATER COMPANY, PUBLIC ADVOCATES OFFICE, AND WATER RATE ADVOCATES FOR TRANSPARENCY, EQUITY AND SUSTAINABILITY

Summary

This decision adopts and approves the All-Party Settlement Agreement (Settlement Agreement) between San Jose Water Company (SJWC), Water Rate Advocates for Transparency, Equity, and Sustainability and the Public Advocates Office of the California Public Utilities Commission (collectively, the Parties) pertaining to SJWC's application for approval of cost recovery for Advanced Metering Infrastructure (AMI) filed December 6, 2019 (the Application).

Attachment 1 to this decision is the Settlement Agreement, which resolves all disputes related to the Application, and memorializes the modifications to the Application upon which the Parties agree.

Under the terms of the Parties' Settlement Agreement, SJWC is to achieve full deployment of its AMI program within four years after issuance of this decision, during which SJWC will utilize traditional and electronic means to educate customers about the program. The recorded costs of the deployment will be included in rate base through annual Tier 2 Advice Letter filings, and the Commission is asked to adopt new Performance Incentive Mechanism criteria to monitor SJWC's compliance with certain criteria that the Parties agree should be put in place in connection with the AMI deployment.

We find that the Settlement Agreement between the Parties is reasonable based upon the whole record in this proceeding and is consistent with the law and in the public interest.

This Decision closes proceeding Application 19-12-002.

1. Background

On December 6, 2019, San Jose Water Company (SJWC) filed Application (A.) 19-12-002, for approval of cost recovery for Advanced Metering Infrastructure (AMI) (the Application). It is seeking authorization to increase rates for water service to fund the deployment of AMI throughout its service area.¹ In this Application, SJWC seeks to increase its rates to cover costs related to AMI deployment. SJWC proposes an increase of \$2,315,000 or 0.61 percent in 2021, an increase of \$3,960,000 or 1.04 percent in 2022, an increase of \$2,510,000 or 0.65 percent in 2023 and an increase of \$341,000 or 0.09 percent in 2024.²

¹ The Application includes six attachments: (A) December 25, 2019 AMI Report; (B) Financial Statements; (C) Tariff Pages w Current Rates; (D) Summary of Earnings, and (E) Proposed Customer Notice. SJWC also served direct testimony of John Tang (on Policy, Revenue Requirement, Rate Implementation), Jake Walsh (on Engineering), and Tricia Anklan (on Business Case for AMI).

² See Application at 16.

SJWC contends that AMI technology includes advanced meters that can take up to hourly readings with a data transmission system that can provide this water usage data to both customers and utility staff in real time. SJWC believes that this technology is a critical tool that will help customers comply with the state water use standards, reduce water loss through early notification of the presence of leaks, and minimize SJWC's and the state of California's carbon footprint.³

SJWC contends that, with AMI, customers have an improved ability to manage their near real-time water consumption and detect water leaks, better capabilities to troubleshoot and investigate high usage, and the ability to comply with conservation mandates. SJWC asserts that AMI could help communities conserve water by minimizing water waste, thereby reducing the energy, greenhouse gas emissions, and chemical use associated with producing water that is ultimately lost – in addition to reducing greenhouse gas emissions via fewer meter reading truck miles driven. AMI could benefit water utilities, they argue, helping to eliminate the hazardous work of manual meter reading, and improving identification of leaks, backflow, theft, and meter tampering. This in turn results in improved water quality across the system and a more equitable distribution of costs.⁴

SJWC's present rates are those authorized by Commission Decision (D.) 18-11-025 (as corrected by D.19-06-018, D.19-06-010, D.13-07-028 and implemented by Advice Letter (AL) No. 556) and by AL Nos. 561A and 566. The

³ See Application at 1.

⁴ *Id* at 3.

most recent rates as of the filing of the Application are set forth in the rate schedules provided as Exhibit C to the Application.⁵

1.1. Procedural Background

The Application was filed on December 6, 2019, and appeared on the Commission's Daily Calendar on the same date. On December 19, 2019, in Resolution (Res.) ALJ 176-3453, the Commission preliminarily designated the proceeding as ratesetting and concluded that hearings would be necessary.

On January 6, 2020, the Public Advocates Office of the California Public Utilities Commission (Cal Advocates) filed a protest to the Application (Protest), indicating that it would conduct discovery and analysis in order to provide recommendations to the Commission on the requests made by SJWC in its Application, including: (1) the cost-effectiveness of SJWC's proposed deployment of AMI (Project); (2) the reasonableness of project assumptions and estimates; (3) the reasonableness of SJWC's proposed ratemaking; and (4) the adequacy of SJWC's customer education program and data privacy.⁶

A prehearing conference (PHC) was held on February 6, 2020, to determine the issues of law and fact, determine the need for hearing, set the schedule for resolving the matter, and address other matters as necessary. Water Rate Advocates for Transparency, Equity, and Sustainability (WRATES) appeared at the PHC to present an oral motion for party status, which was granted.

⁵ See Application at 15.

⁶ See January 6, 2020 Protest at 1-2. Cal Advocates also submitted a Report and Recommendations dated May 1, 2020 with testimony by four witnesses: Brian Yu, Justin Menda, Prashanta Adhikari and K.M. Jawadul Baki.

The assigned Commissioner issued the Scoping Memo and Ruling on April 16, 2020, setting the following as issues to be determined in the proceeding:

- Whether SJWC's proposed Project is reasonable and cost effective?
- Whether SJWC's assumptions and estimates are reasonable?
- Whether SJWC's proposed rate increases are reasonable?
- Whether the proposed Project creates any direct or indirect public benefits?
- Whether SJWC will have an adequate customer education program regarding this Project?
- Whether the Project contains adequate data privacy standards?

SJWC, Cal Advocates and WRATES engaged in settlement negotiations, including a formally noticed settlement conference held on October 9, 2020 in compliance with Rule 12.1(b) of the Commission's Rules of Practice and Procedure.⁷ On June 10, 2021, SJWC and Cal Advocates agreed to settle the proceeding and concurrently filed a Joint Motion for Approval of the Settlement Agreement (Joint Motion).⁸ On August 5, 2021, WRATES joined the Settlement Agreement and Joint Motion to approve the settlement.⁹

⁷ All subsequent Rules refer to the Commission's Rules of Practice and Procedure.

⁸ See June 10, 2021 Joint Motion of SJWC and Cal Advocates for Approval of Settlement Agreement (Joint Motion). Attachment A to the Joint Motion is the Proposed Settlement Agreement.

⁹ See August 5, 2021 Joint Motion of SJWC and Cal Advocates for Approval of Settlement Agreement, the substance of which is identical to the Joint Motion, but which adds WRATES as a signatory to the Motion and settlement Agreement.

1.2. Parties

SJWC is a public utility engaged in the supply and distribution of water for domestic and industrial purposes in San Jose, Cupertino, Campbell, Los Gatos, Monte Sereno, Saratoga, and in unincorporated territory in the County of Santa Clara. It provides water service to approximately one million people in the greater San Jose metropolitan area. SJWC's service area encompasses about 140 square miles and includes approximately 230,000 active metered services.¹⁰

WRATES is an advocacy group, comprised of engineers and other scientific professionals, whose goal is water conservation and community education. They intend to work with SJWC to develop approaches to identify baseline measurements on water leakage on both the utility and customer side. WRATES became a party to the proceeding at the PHC.¹¹

Cal Advocates serves as representative on behalf of California consumers.¹² Cal Advocates' statutory mandate requires it to "advocate on behalf of the interests of public utility customers and subscribers within the jurisdiction of the commission" and "obtain the lowest possible rate for service consistent with reliable and safe service levels."

WRATES and Cal Advocates question whether SJWC's proposals about costs of AMI deployment are reasonable. To address this, Cal Advocates proposes a Performance Incentive Mechanism (PIM) to measure and monitor whether SJWC meets its goals and achieves the benefits for customers that it expects.

¹⁰ Application at 2. SJWC's principal place of business is 110 W. Taylor Street, San Jose, California 95110.

¹¹ See PHC Transcript dated February 6, 2020, at page 14, line 20–page 16, line 15.

¹² See California Public Utilities (Pub. Util.) Code § 309.5.

1.3. Settlement of Disputes

SJWC, WRATES, and Cal Advocates (collectively, the Parties) met and conferred several times in the weeks following the PHC. On October 9, 2020, the Parties held a formally noticed settlement conference in compliance with Rule 12.1(b). They agreed to settle the proceeding on August 5, 2021.¹³ As discussed below, the settlement includes a PIM as proposed by Cal Advocates.

2. Summary of Settlement Provisions Addressing Scope

2.1. Performance Incentive Mechanism

The Parties agree that SJWC will achieve full deployment of its AMI within four years of a final decision from the Commission.

Cal Advocates proposes, and all Parties agree, that there should be a PIM in place to monitor whether SJWC's AMI is meeting its goals and achieving stated customer benefits. The Parties agrees that SJWC must provide annual updates to the Commission's Water Division to demonstrate that it is in compliance with the Settlement Agreement before it may recover the associated revenue for the PIM requirement during the next calendar year. SJWC's compliance will be evaluated upon (1) customer/subscriber enrollment in the WaterSmart Portal; (2) customer/subscriber leak alerts; (3) water loss associated with leaks; (4) bill adjustments for leaks; and (5) savings from field operations.¹⁴

Beginning in the year after one year of full deployment of SJWC's AMI and ending 15 years later, SJWC shall demonstrate compliance with the five PIM requirements for each year through either its Step-Rate AL filings or general rate case (GRC) filings.

¹³ See Joint Motion at 2.

¹⁴ See Joint Motion, Attachment A at A-5 to A-6.

2.2. Depreciation Rate Agreement

The Parties agree that SJWC may use the depreciation rate authorized in its 2018 GRC in D.18-11-025¹⁵, but that assets will be depreciated over the life span of the Project.¹⁶

2.3. Meter Replacement Savings

The SJWC and Cal Advocates disagreed about whether estimated cost savings for meter replacement from 2022-2027 should be characterized as capital cost savings and associated with AMI. Cal Advocates contended that meter replacement is necessary whether or not AMI is implemented, therefore cost savings related to meter replacement between 2022-2027 should not be characterized as capital cost savings. The Parties agree that cost savings associated with meter replacement will be included within SJWC's line items for field operations cost savings, which are part of its annual step-rate and GRC filing reporting requirements for AMI.¹⁷

2.4. Customer Education

SJWC plans an extensive outreach and education campaign to educate its customers about the AMI program. This will include community events, publishing brochures in multiple languages and conducting a Google ads campaign. WRATES criticized the program, noting that a "trusted source" is necessary to inform ratepayers about PIM. The Parties agree that SJWC will

¹⁵ See D.18-11-025 November 29, 2018 Decision Approving Settlement Agreement In the Matter of the Application of SAN JOSE WATER COMPANY (U168W) for an Order authorizing it to increase rates charged for water service by \$34,288,100 or 9.76 percent in 2019, by \$14,231,800 or 3.70 percent in 2020, and by \$20,581,700 or 5.17 percent in 2021.

¹⁶ See Joint Motion, Attachment A at A-6 to A-7.

¹⁷ See Joint Motion, Attachment A at A-7.

utilize traditional and electronic means to educate ratepayers about the AMI program.¹⁸

2.5. Customer/Subscriber Privacy Agreement

SJWC will comply with the California Consumer Privacy Act with respect to the AMI program. It will require all bidders for the AMI system to comply with security requirements to safeguard data from the time of initial transmission through long-term storage. Customer-specific information such as customer name, address, account number and/or bill payment status will not be transmitted over the network.¹⁹

2.6. Cost Recovery Agreement

SJWC and Cal Advocates agree that costs of the AMI deployment, after being used and useful, will be included in rate base through annual Tier 2 AL filings. Capitalized interest will not be compounded, instead interest during construction will be accrued on a monthly basis at SJWC's actual weighted average cost of debt.²⁰

2.7. Billing Agreement

Cal Advocates and WRATES express concern that SJWC's methods for calculating service charges are inaccurate, do not conform to SJWC's tariff and that corrections for these issues should be made at SJWC's own expense. They contend that, as a result of SJWC's error, customer bills may fund over three percent more than the actual costs of AMI. For this reason, they argue that the Commission should require SJWC to adopt a uniform process of prorating

¹⁸ See Joint Motion, Attachment A at A-8.

¹⁹ *Id.*

²⁰ *Id.*

monthly service charges, and that the Commission should require SJWC, not customers, to absorb the costs of correcting its billing practices.

The Parties agree that, within three months from the issuance of the Commission's decision approving the Settlement Agreement, SJWC must implement one standard uniform formula to accurately calculate and prorate monthly service charges for its customers/subscribers. The costs to implement such a formula shall be borne by SJWC and not recovered from ratepayers.²¹

3. Settlement Standard of Review

The requirements for approval of a settlement are set forth in Rule 12.1(a). The Commission will only approve a proposed settlement if we find that the settlement satisfies Rule 12.1(d), which requires a settlement to be "reasonable in light of the whole record, consistent with law, and in the public interest." The Commission will not approve settlements, whether contested or uncontested, unless the settlement satisfies the Rule. Rule 12.5 limits the applicability of a settlement.²²

3.1. The Settlement Agreement Is Reasonable In Light of the Whole Record

To determine whether a settlement meets the standard of review in Rule 12.1, the Commission must be convinced that the Parties had a sound and thorough understanding of the application and of the record supporting the application. The record in this proceeding consists of: (1) the Application and five attachments; (2) the prepared testimony of three witnesses in support of the

²¹ See Joint Motion, Attachment A at A-9.

²² Rule 12.5: "Commission adoption of a settlement is binding on all parties to the proceeding in which the settlement is proposed. Unless the Commission expressly provides otherwise, such adoption does not constitute approval of, or precedent regarding, any principle or issue in the proceeding or in any future proceeding."

Application; (3) the joint statements and motions of the Parties dated May 7, 2021, June 10, 2021, and August 5, 2021; (4) the Public Advocates Office Report and Recommendations dated May 1, 2020; (5) San Jose Water Company Rebuttal Testimony; and (6) the transcripts of the February 6, 2020 PHC and May 11, 2021 status conference.²³

The testimony and supporting exhibits submitted in this proceeding demonstrate that the Parties have a sound and thorough understanding of the underlying assumptions and of the record. The Settlement Agreement resolves the concerns that Cal Advocates raises in its Protest, addresses the issues within the scoping memorandum and provides sufficient information to permit the Commission to discharge its regulatory obligations.

The Settlement Agreement resolves competing concerns in a collaborative and cooperative manner. The Parties have demonstrated that they have extensively researched and debated the issues to arrive at appropriate recommendations for settlement of their disputes. By reaching agreement, the Parties also avoided the costs of further litigation.

3.2. The Settlement is Consistent with the Law

SJWC, WRATES and Cal Advocates contend that the settlement is consistent with applicable law and addresses the Commission's directive to commence transition to the use of AMI for Class A and Class B water services to increase data for customer and operational use, produce conservation signals

²³ We note here that Exhibits A-J submitted by WRATES on May 3, 2021 with its Proposed Exhibit and Witness List are not included in the record herein, as WRATES expressly acknowledges in its May 13, 2021 Response in Opposition to San Jose Water Company's Motion *in Limine* to Exclude Exhibits A through J, that they were expressly "intended for possible use in cross-examination and were not intentionally submitted as testimony" and that WRATES "does not intend to offer any testimony at this time. The Exhibits, as WRATES understands, are not part of the record."

through real-time data delivery, improve water management, reduce leaks and promote equity and sustainability.²⁴ The issues resolved in the Settlement Agreement are within the scope of the proceeding and nothing in the settlement contravenes any statute or Commission decision or rule.

3.3. The Settlement is in the Public Interest

SJWC, WRATES and Cal Advocates contend that the settlement is in the public interest, because its approval will provide efficient resolution of contested issues, will avoid unnecessary litigation expense, will conserve Commission resources and will allow SJWC to begin deployment of AMI throughout its service area. Approval of the Settlement Agreement allows SJWC to recover a reasonable rate of return and promotes safety, reliability, operational efficiency and infrastructure development and investment, while at the same time keeping customer rates as low as is reasonable.²⁵

We conclude that the Settlement Agreement meets the requirements under Rule 12.1.

4. Request for Confidential Treatment

SJWC and Cal Advocates each submitted confidential documents.²⁶ Pub. Util. Code Section 583 and General Order (GO) 66-C authorize the Commission to exclude certain information from public inspection, if revealing

²⁴ See Joint Motion at 4-5 and fn. 4 citing D.16-12-026, *Order Instituting Rulemaking on the Commission's Own Motion into Addressing the Commission's Water Action Plan Objective of Setting Rates that Balance Investment, Conservation, and Affordability for Class A and Class B Water Utilities*, Decision Providing Guidance on Water Rate Structure and Tiered Rates at 63.

²⁵ See Joint Motion at 9.

²⁶ SJWC submitted a confidential version of the testimony of Tricia Anklan (SJW-3C) and of its Rebuttal Testimony (SJW-4C). Cal Advocates submitted a confidential version of its Public Advocates Office Report and Recommendations (PAO-1C).

the reports, records or information would place the regulated company at an unfair business disadvantage.

Absent additional concerns or protests, the public interest in protecting confidential financial information outweighs the public interest in disclosing the information. SJWC and Cal Advocates filed Motions requesting confidential handling of those documents on April 28 and 29, 2022 respectively. Pursuant to Rule 11.5, we seal the confidential portions of the evidentiary record, and pursuant to D.06-06-066, authorize the confidential treatment of those exhibits as set forth in the ordering paragraphs of this decision. The Motions should be granted.

5. AL Requirements

The Settlement Agreement includes provisions about revenue adjustments, and adjustments to billing which require ALs to be submitted. For each, SJWC is required to submit revised tariff schedules which comply with GO 96-B for approval by the Commission's Water Division, within 90 days of the effective date. Supporting work papers shall be included with each AL.

6. Admission of Testimony into the Record

In their Settlement Agreement, SJWC and Cal Advocates agree to admission into evidence of prepared testimony and certain exhibits and agree to waive cross examination of witnesses regarding prepared testimony and exhibits. Accordingly, pursuant to Rule 13.8, the Commission receives the testimony served by the Parties as exhibits into the record as evidence supporting the Settlement Agreement and approval of this case.

7. Waiver of Comment Period

SJWC and Cal Advocates resolved Cal Advocates' Protest and filed a Joint Motion on June 10, 2021. WRATES joined the settlement August 5, 2021. This

proposed decision grants the Joint Motion. Therefore, this is now an uncontested matter in which the proposed decision grants the relief requested. Accordingly, pursuant to Pub. Util. Code Section 311(g)(2) and Rule 14.6(c)(2), the otherwise applicable 30-day period for public review and comment is waived.

8. Categorization and Need for Hearings

In Res. ALJ 176-3453 dated December 19, 2019, the Commission preliminarily categorized the Application as ratesetting, and preliminarily determined that hearings were necessary. At the time that the PHC was held on February 6, 2020, hearings still appeared necessary. The Assigned Commissioner's Scoping Memo and Ruling dated April 16, 2020, indicated that there was an issue about how any required public participation hearing or evidentiary hearings would be carried out (because of the COVID pandemic) however, the categorization was not changed. Because we have determined that the Joint Motion should be approved, evidentiary hearings are not needed in this proceeding.

9. Assignment of Proceeding

Darcie L. Houck is the assigned Commissioner. Patricia B. Miles and Thomas J. Glegola are co-assigned as the Administrative Law Judges in this proceeding.

Findings of Fact

1. The Settlement Agreement is the product of good-faith, arms' length negotiation between Parties reflecting all of the affected interests.
2. Each of the terms of the Settlement Agreement is the result of good faith compromise.
3. On December 6, 2019, SJWC filed Application 19-12-002, for approval of cost recovery for Advanced Metering Infrastructure.

4. SJWC is a public utility engaged in the supply and distribution of water for domestic and industrial purposes and serves approximately one million customers in the San Jose metropolitan area.

5. A protest was filed by Cal Advocates on January 6, 2020, and WRATES was granted party status at the PHC held February 6, 2020.

6. On June 10, 2021, SJWC and Cal Advocates filed a Settlement Agreement resolving their disputes about the proceeding. WRATES became a signatory to the Settlement Agreement on August 5, 2021.

7. The Settlement Agreement describes each party's position and the compromises they reached to resolve their differences.

8. In the Settlement Agreement, SJWC and Cal Advocates request the admittance of their exhibits into evidence.

9. SJWC and Cal Advocates request that the public and confidential versions of its Testimony and Exhibits included with its Application be received into evidence should be granted pursuant to Rule 11.5, GO 66-C and D.06-06-066.

10. The settlement does not violate any statute, Commission decision or rule.

11. The Parties demonstrate a sound and thorough understanding of the underlying assumptions and data in the record.

Conclusions of Law

1. The Settlement Agreement is reasonable in light of the record as a whole.

2. The Settlement Agreement does not violate any laws or prior Commission decisions.

3. The Settlement Agreement taken as a whole is in the public interest.

4. The Settlement Agreement meets the criteria for approval of settlements in Rule 12(1)(d).

5. The Settlement Agreement should be approved.

6. The proposed Settlement Agreement satisfies the requirements of Rule 12.1, which provides that the Commission will not approve a settlement unless the settlement is reasonable in light of the whole record, consistent with law, and in the public interest.

7. The request to receive the testimony and exhibits of SJWC and Cal Advocates into the record, should be granted.

8. All rulings previously issued by either of the co-assigned ALJs in this proceeding should be deemed affirmed herein.

9. This is an uncontested matter in which the decision grants the relief requested, and therefore, the otherwise applicable 30-day period for public review should be waived, pursuant to Pub. Util. Code Section 311(g)(2).

10. This decision should be effective immediately.

11. This proceeding should be closed.

O R D E R

IT IS ORDERED that:

1. The Joint Motion of San Jose Water Company, the Public Advocates Office of the California Public Utilities Commission, and the Water Rate Advocates for Transparency, Equity and Sustainability for Adoption of Settlement Agreement pertaining to the Application of San Jose Water Company for Approval of Cost Recovery for Advanced Metering Infrastructure is approved.

2. During the deployment phase, seven days after each delay in the deployment of the Advanced Metering Infrastructure is encountered and after San Jose Water Company and the Public Advocates Office of the California Public Utilities Commission subsequently meet and agree to modify the deployment schedule, San Jose Water Company shall inform the Water Division

of the Commission by letter on agreed-upon modifications to the deployment schedule.

3. During the deployment phase, San Jose Water Company shall provide reports on January 15 and July 15 which inform the Public Advocates Office and the Water Division of the California Public Utilities Commission of the number of meters deployed, the anticipated remaining deployment schedule, and associated delays with the deployment beyond San Jose Water Company's control.

4. For 15 years after one year of full deployment of the Advanced Metering Infrastructure, San Jose Water Company shall demonstrate compliance with the Performance Incentive Mechanism requirements and metrics, defined in the Settlement Agreement, in a Step-Rate Advice Letter (AL) or in a Tier 2 AL submission no later than November 16 of each year. This shall include:

- (a) Customer/Subscriber enrollment in the WaterSmart Portal,
- (b) Customer/Subscriber leak alerts,
- (c) Water loss associated with leaks,
- (d) Bill adjustments for leaks,
- (e) And savings from field operations.

5. Beginning 30 days after the annual anniversary date of this decision beginning in 2023 and after each anniversary date through 2026, San Jose Water Company (SJWC) shall file a Tier 2 Advice Letter annually to include the recorded costs of deployment of the Advanced Metering Infrastructure into rate base after it is made used and useful. Interest during construction will be accrued on a monthly basis at SJWC's actual weighted average cost of debt.

6. No later than 90 days from today, San Jose Water Company shall file a Tier 2 Advice Letter to modify its tariffs to include a description of the "Uniform

Formula” that it will use to calculate and prorate monthly service charges as resolved and agreed upon in the Settlement Agreement.

7. The request of San Jose Water Company and the Public Advocates Office of the California Public Utilities Commission that certain exhibits receive confidential treatment is granted for a period of three years from the date of this order. During this three year period, this information shall not be publicly disclosed except on further Commission order or Administrative Law Judge ruling. If either San Jose Water Company or the Public Advocates Office of the California Public Utilities Commission believe that it is necessary for this information to remain under seal for longer than three years, either of them may file a new motion showing good cause for extending this order by no later than 30 days before the expiration of this order.

8. All rulings previously issued by either of the co-assigned Administrative Law Judges are affirmed herein.

9. Evidentiary hearings are not required in this proceeding.

10. Application 19-12-002 is closed.

This Order is effective today.

Dated June 2, 2022, at San Francisco, California.

ALICE REYNOLDS
President
CLIFFORD RECHTSCHAFFEN
GENEVIEVE SHIROMA
DARCIE L. HOUCK
JOHN R.D. REYNOLDS
Commissioners

ATTACHMENT 1

Docket : A.19-12-002
Exhibit Number : Cal Advocates - ____
Commissioner : Liane Randolph
Administrative Law Judge : Thomas J. Glegola
Witnesses for Public : Brian Yu
Advocates Office : Justin Menda
Prashanta Adhikari
K M Jawadul Baki



**PUBLIC ADVOCATES OFFICE
CALIFORNIA PUBLIC UTILITIES COMMISSION**

***** PUBLIC VERSION (Redacted) *****

REPORT AND RECOMMENDATIONS

A.19-12-002

**San Francisco, California
May 1, 2020**

1 denominator when defining “an average billing period.”¹⁰⁰ A more precise formula
2 would utilize 30.4375 as the constant denominator for all pro-ration calculations. Where
3 a 30.4-day month is derived as the rounded result of dividing 365 days per year by 12
4 months per year, the constant of 30.4375 days requires no rounding and accounts for
5 leap-years. Because every four years, a leap year consists of 366 days, the average
6 number of days for any given year is exactly 365.25 days.¹⁰¹ Dividing 365.25 by 12
7 months equals exactly 30.4375 as the average number of days in any billing month.
8 Consistently using 30.4375 days as the denominator when pro-rating all monthly service
9 charges is simple and generates an accurate and precise result.

10 All four of the formulas used by SJWC should be replaced by a single formula
11 that recognizes the constant denominator of 30.4375 as the average days in any billing
12 month. The Commission should require SJWC to calculate all service charges using the
13 following single formula (“Uniform Formula”):

$$\left(\frac{\text{Number of Billing Days at Effective Service Charge}}{30.4375} \right) \times (\text{Effective Service Charge}) = \text{Billed Service Charge}$$

14 Unlike any one of SJWC’s multiple billing formulas, the Uniform Formula is
15 accurate for billing periods of any length. Repeating and summing the results of the
16 Uniform Formula if rates change during the billing period produces an accurate and
17 precise total service charge regardless of the number of times rates might change. Most
18 importantly, the Uniform Formula effectuates in SJWC’s billing practices the ratemaking
19 assumption utilized in SJWC’s rate design workpapers that exactly 12 monthly service
20 charges will be assessed to meet revenue requirements. If SJWC’s actual billing
21 practices do not coincide with its rate design workpapers, the service charges that
22 customers are billed can either result in under- or over-collecting SJWC’s revenue
23 requirement.

¹⁰⁰ Attachment 4-8, SJWC Tariff Rule No. 9, A.3.a.(3).

¹⁰¹ $(365 + 365 + 365 + 366)/4 = 365.25$

Schedule No. 1

GENERAL METERED SERVICE
(Continued)

- 6. To amortize the Pressure-Reducing Valve Modernization and Energy Recovery Memorandum Account balance, a surcharge of \$0.00884 per 100 cu.ft is to be added to the Quantity rate shown for a 36 month period or until collected beginning with the effective date of Advice Letter 548A.
- 7. The billing period service charges and all applicable flat rate charges and credit will be calculated using the Uniform Formula: (N)

$$\left[\begin{array}{l} \text{Number of Billing Days at} \\ \text{Effective Service Charge} \\ \text{Charge 30.4375} \end{array} \right] \times (\text{Effective Service Charge}) = \text{Billed Service} \quad \begin{array}{l} \text{(N)} \\ | \\ \text{(N)} \end{array}$$

(To be inserted by utility)

Issued by

(To be inserted by Cal. P.U.C.)

Advice No. 578

JOHN TANG

Date Filed _____

Dec. No. 22-06-013

Vice President,
Regulatory Affairs

Effective _____

Resolution No. _____

TITLE

Schedule No. 1B

GENERAL METERED SERVICE WITH
 AUTOMATIC FIRE SPRINKLER SYSTEM
 (Continued)

6. To fund the repayment of a Safe Drinking Water State Revolving Fund loan, pursuant To D.05-01-048 dated January 27, 2005, a monthly surcharge will be added to the bill as follows:

Surcharge:	Year 1-10 Per Meter	Year 11-20 Per Month
For 5/8 x 3/4-inch meter	\$0.02	\$0.02
For 3/4-inch meter	0.02	0.02
For 1-inch meter	0.04	0.02
For 1-1/2-inch meter	0.08	0.06
For 2-inch meter	0.13	0.09
For 3-inch meter	0.23	0.18
For 4-inch meter	0.38	0.32
For 6-inch meter	0.74	0.67
For 8-inch meter	1.19	1.08
For 10-inch meter	1.71	1.55

7. To amortize the Pressure-Reducing Valve Modernization and Energy Recovery Memorandum Account (balance, a surcharge of \$0.00884 per 100 cu.ft is to be added to the Quantity rate shown for a 36 month period or until collected beginning with the effective date of Advice Letter 548A.

8. The billing period service charges and all applicable flat rate charges and credit will be calculated using the Uniform Formula:

$$\left[\frac{\text{Number of Billing Days at Effective Service Charge}}{\text{Charge 30.4375}} \right] \times (\text{Effective Service Charge}) = \text{Billed Service}$$

(N)
 |
 (N)

(To be inserted by utility)

Issued by

(To be inserted by Cal. P.U.C.)

Advice No. 578

JOHN TANG

Date Filed _____

Vice President,

Effective _____

Dec. No. _____

Regulatory Affairs

Resolution No. _____

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 Pressure-Reducing Valve Modernization and Energy Recovery Memorandum Account balance, a surcharge of \$0.00884 per 100 cu.ft is to be added to the Quantity rate shown for a 36 month period or until collected beginning with the effective date of Advice Letter 548A.

10. The billing period service charges and all applicable flat rate charges and credit will be calculated using the Uniform Formula: (N)

$$\left[\begin{array}{l} \textit{Number of Billing Days at} \\ \textit{Effective Service Charge} \\ \textit{Charge 30.4375} \end{array} \right] \times (\textit{Effective Service Charge}) = \textit{Billed Service}$$

(N)
|
(N)

(To be inserted by utility)

Issued by

(To be inserted by Cal. P.U.C.)

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JOHN TANG

Date Filed _____

Dec. No. 22-06-013

Vice President,
Regulatory Affairs

Effective _____
Resolution No. _____

TITLE

Schedule No. RW

RAW WATER METERED SERVICE
(Continued)

- 3. The utility will supply at the point of connection only such raw water at such pressures as may be available from time to time from the Santa Clara Valley Water District. The customer shall indemnify the utility and save it harmless from any and all claims arising out of service under this schedule and shall further agree to make no claims against the utility for any loss, damage or injury resulting from service under this schedule.
- 4. As a condition for service under this schedule, all customers are required to comply with all San Jose Water Company's tariffs, except for those identified in the Commission's General Order 103 regarding supply of water not intended or claimed to be potable.
- 5. Customers who receive water deliveries for agricultural purposes under this schedule, and who present evidence to the utility that such deliveries qualify for the lower pump tax rates levied by the Santa Clara Valley Water District for agricultural water, shall receive a refund of \$3.8732 per 100 cubic feet for the quantities of water used on the effective date of this advice letter. In accordance with Santa Clara Valley Water District procedures customers will be refunded every six months.
- 6. All bills are subject to the reimbursement fee set forth on Schedule No. UF.
- 7. The billing period service charges and all applicable flat rate charges and credit will be calculated using the Uniform Formula:

$$\left[\begin{array}{l} \textit{Number of Billing Days at} \\ \textit{Effective Service Charge} \\ \textit{Charge 30.4375} \end{array} \right] \times (\textit{Effective Service Charge}) = \textit{Billed Service}$$

(N)
|
(N)

(To be inserted by utility)

Issued by

(To be inserted by Cal. P.U.C.)

Advice No. 578

JOHN TANG

Date Filed _____

Dec. No. 22-06-013

Vice President,
Regulatory Affairs

Effective _____
Resolution No. _____

TITLE

Schedule No. RCW

RECYCLED WATER METERED SERVICE
(Continued)

2. The City of San Jose is responsible for the determination of customer eligibility for the South Bay Water Recycling Program.
3. The customer is responsible for notice of and compliance with all Customer Service Rules for use of recycled water as provided by the City of San Jose in addition to all local, state, and federal rules and regulations that apply from time to time to the use of recycled water, as defined in San Jose Water Company's Rule 1.
4. The utility will supply at the point of connection only such recycled water at such pressures as may be available from time to time from the San Jose/Santa Clara Water Pollution Control Plant. The customer agrees to make no claims against the utility for loss, damage or injury caused by service interruptions.
5. The customer shall defend and indemnify the utility and save it harmless from any and all claims arising out of service and water use under this schedule and shall further agree to make no claims against the utility for any loss, damage or injury resulting from service and water use under this schedule.
6. As a condition for service under this schedule, all customers are required to comply with all of San Jose Water Company's tariffs, except for those specifically excluded by Appendix A of the Commission's General Order 103 regarding supply of water not intended or claimed to be potable.
7. All bills are subject to the reimbursement fee set forth on Schedule No. UF.
8. To amortize the Pressure-Reducing Valve Modernization and Energy Recovery Memorandum Account balance, a surcharge of \$0.00884 per 100 cu.ft is to be added to the Quantity rate shown for a 36 month period or until collected beginning with the effective date of Advice Letter 548A.
9. The billing period service charges and all applicable flat rate charges and credit will be (N) calculated using the Uniform Formula:

$$\left[\frac{\text{Number of Billing Days at Effective Service Charge}}{\text{Charge 30.4375}} \right] \times (\text{Effective Service Charge}) = \text{Billed Service} \quad (N)$$

(To be inserted by utility)

Issued by

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Vice President,

Effective _____

Dec. No. D.22-06-013

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. The billing period service charges and all applicable flat rate charges and credit will be calculated using the Uniform Formula:

(N)
|
(N)

$$\left[\frac{\text{Number of Billing Days at Effective Service Charge}}{\text{Charge 30.4375}} \right] \times (\text{Effective Service Charge}) = \text{Billed Service}$$

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JOHN TANG

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Dec. No. 22-06-013

Vice President,

Effective _____

Regulatory Affairs

Resolution No. _____

TITLE

Rule No. 9

RENDERING AND PAYMENT OF BILLS

A. Rendering of Bills

Bills for service will be rendered each customer on a monthly or bi-monthly basis at the option of the utility, unless otherwise provided in the rate schedules.

1. Metered Service

- a. Meters will be read at regular intervals for the preparation of periodic bills and as required for the preparation of opening bills opening bills, closing bills and special bills.
- b. The opening bill for metered service will not be less than the established monthly minimum or readiness to serve charge for service. The service charge to be calculated using the Uniform Formula: (C)

$$\left[\frac{\text{Number of Billing Days at Effective Service Charge}}{\text{Charge } 30.4375} \right] \times (\text{Effective Service Charge}) = \text{Billed Service}$$

Any amount paid in excess of the prorated charges otherwise applicable to the opening period will be credited against the charge for the succeeding regular billing period, except that no such credit shall accrue if the total period of service is less than one month. (C)

- c. It may not always be practicable to read meters at intervals which will result in billing periods of equal numbers of days.
 - 1. Should a monthly billing period contain less than 27 or more than 33 days a prorata adjustment in the bill will be made.
 - 2. For a bi-monthly billing period of 54 through 66 days the number of cubic feet to which each block rate is applicable on a monthly basis. (C)
 - 3. For billing periods other than monthly or bi-monthly, adjustments will be made proportionate to that for a monthly billing period. (C)
- d. Bills for metered service will show at least the reading of the meter at the end of the period for which the bill is rendered and the meter constant, if any, the number and kinds of units, and the date of the current meter reading.

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John Tang
Vice President
Regulatory Affairs

Date Filed
Effective
Resolution No.

Dec. No. 22-06-013

TITLE

Rule No. 9

RENDERING AND PAYMENT OF BILLS
(Continued)

- e. Each meter on a customer's premises will be considered separately and the readings of two or more meters will not be combined, except where combination of meter readings is specifically provided for in the applicable rate schedule, or where the utility's operating convenience of necessity may require the use of more than one meter, or a battery of meters. In this case, the monthly readiness to serve charge will be computed upon the resultant diameter of the total combined discharge areas of such meters.
- f. If, because of unusual conditions or for reasons beyond the utility's control, it is unable to read the customer's meter on the scheduled reading date, it may bill the customer for estimated consumption during the billing period and make any necessary corrections when a reading is obtained. Estimated consumption for this purpose will be calculated considering the customer's prior usage, the utility's experience with other customers of the same class in that area, and the general characteristics of the customer's operations. Adjustments for any underestimate or overestimate of a customer's consumption will be reflected on the first regularly scheduled bill rendered, and based on an actual reading following the period of inaccessibility.

2. Flat Rate Service

- a. Bills for flat rate service are payable in advance.
- b. The opening bill for flat rate service will be the established monthly charge for the service. Service charge will be calculated using the Uniform Formula. Any amount paid in excess of the prorated charges otherwise applicable to the opening period will be credited against the charge for succeeding regular billing period, except that no such credit shall accrue if the total period of service is than one month.

(C)
|
(C)

3. Proration of Bills

- a. The charges applicable to opening periods, closing bills and bills rendered for periods corresponding to less than 27 days or more than 33 days for monthly billing periods will be computed as follows:

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Advice No. <u>578</u>	<u>John Tang</u>	Date Filed _____
	Vice President	Effective _____
Dec. No. <u>22-06-013</u>	<u>Regulatory Affairs</u>	Resolution No. _____

TITLE

Rule No. 9

RENDERING AND PAYMENT OF BILLS
(Continued)

(1) Metered Service

The quantity in each of the quantity rate blocks will be prorated on the basis of the ratio of the number of days in a period to the number of days in an average billing period. The measured quantity of usage will be applied to such prorated amounts and quantities.

(C)

(2) Flat Rate Service

The billing period charge will be prorated using the Uniform Formula:

$$\left[\frac{\text{Number of Billing Days at Effective Service Charge}}{\text{Charge 30.4375}} \right] \times (\text{Effective Service Charge}) = \text{Billed Service}$$

(3) Average Days in the Billing Month

The number of days in an average days in the billing month is defined as 30.4375 days for a monthly billing period.

(C)

B. Payment of Bills

1. Bills for service are due and payable upon presentation, and payment may be made at the commercial office of the utility or to any representative of the utility authorized to make collections. Collection of closing bills may be made at the time of presentation. If a customer tenders a check in payment of any bill and such check is not honored by the customer's bank, or if the payment of a customer enrolled in the Automatic Payment Service program is rejected by the customer's bank or payment service, the utility may assess the customer a service charge of \$4.75.
2. At the option of the customer, a credit or debit card payment can be made through a third-party vendor. A non-refundable convenience fee of \$1.75 per transaction shall apply. That convenience fee will be over and above the utility bill amount and may be charged to the customer by a third party vendor for this service and will not be on the utility billing statement. For customers with more than one account, a separate transaction fee is necessary for each account.

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JOHN TANG

Date Filed _____

Dec. No. 22-06-013

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Regulatory Affairs

Effective _____

Resolution No. _____

TITLE

TABLE OF CONTENTS

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No. 9 - Rendering and Payment of Bills	2188-W, 2189-W and 2190-W	(C)

(Continued)

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JOHN TANG

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Regulatory Affairs

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Resolution No. _____

TITLE

SAN JOSE WATER COMPANY (U-168-W)

ADVICE LETTER 578 SERVICE LIST

Big Redwood Park Water	waldoburford@gmail.com;
Brush & Old Well Mutual Water Company	BOWMWC@brushroad.com;
Cal Water	cwsrates@calwater.com;
City of Campbell	publicworks@cityofcampbell.com;
City of Cupertino City Attorney	cityattorney@cupertino.org;
City of Cupertino Director of Public Works	rogerl@cupertino.org;
City of Milpitas	tndah@ci.milpitas.ca.gov ;
City of Milpitas	smachida@ci.milpitas.ca.gov;
City of Monte Sereno	steve@cityofmontesereno.org;
City of Monte Sereno	bmekechuk@cityofmontesereno.org;
City of Santa Clara	water@santaclaraca.gov;
City of San Jose	jeffrey.provenzano@sanjoseca.gov;
City of Saratoga	jcherbone@saratoga.ca.us;
County of Santa Clara	county.counsel@cco.sccgov.org;
DB Davis	dbdavis@rockwellcollins.com;
Dept. of Water Resources, Safe Drinking Water Office	sdwo@water.ca.gov;
Valley Water	dtaylor@valleywater.org;
Gillette Mutual Water Company	gapowerz@gmail.com;
Gillette Mutual Water Company	goldiey@pacbell.net;
Gillette Mutual Water Company	keyoung@pacbell.net;
Great Oaks Water	jroeder@greatoakswater.com;
Great Oaks Water	tguster@greatoakswater.com;
Cal Water	jpolanco@calwater.com;
James Hunter	j88hunter882@gmail.com;
City of Cupertino	KirstenS@cupertino.org;
Public Advocates Office	mukunda.dawadi@cpuc.ca.gov;
Public Advocates Office	PublicAdvocatesWater@cpuc.ca.gov
Mountain Springs Mutual Water Co.	Lorenroy@icloud.com;
Mt. Summit Mutual Water Company	wshoefler@comcast.net;
Oakmount Mutual Water Company	gortiz12@comcast.net;
Patrick Kearns MD	pjk3@comcast.net;
Raineri Mutual Water Company	info@rainerimutual.org;
Ridge Mutual Water Company	pmantey@yahoo.com;
Rishi Kumar	rkumar@saratoga.ca.us;
San Jose Mercury News	progers@bayareanewsgroup.com;
Valley Water	afulcher@valleywater.org;
Valley Water	abaker@valleywater.org;
Saratoga Heights Mutual Water Company	sjw@shmwc.org;
SouthWest Water Company	kcarlson@swwc.com;
Stagecoach Mutual Water Company	stagecoachroadMWC@gmail.com;
Summit West	RJonesPE@aol.com;
Summit West	board@summitwest.org;
Town of Los Gatos Dir. of Public Works	ppw@losgatosca.gov;
WRATES	rita_benton@ymail.com;
Villa Del Monte	mntmom33@comcast.net;