

December 18, 2020

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

Advice Letter No. 557

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 here to:

Cal. P.U.C	<u>Title of Sheet</u>	Cancelling Cal. P.U.C.
Sheet No.		Sheet No.
2101-W	Service Area Map Locator, Index	1589-W
2102-W	Table of Contents	2100-W

Purpose

These tariffs are submitted pursuant to Public Utilities Code 1001, General Orders (G.O.) Nos. 96-A and 103. By this filing SJWC proposes to add to its service area 39 services previously served by the Arrowhead Co-operative Company Inc. (Arrowhead) in the County of Santa Clara. These properties are contiguous to SJWC's service area.

SJWC herewith submits revised cadastral Map No. 96 (Attachment A). This map is submitted in association with Advice Letter No. 557 filed concurrently. The cadastral Map No. 96 is to be inserted in the binder previously provided, replacing the superseded Map No. 96 filed with Advice Letter No. 284 on March 14, 1997.

The added lots and the boundary adjustment are identified by the shaded area on Map No. 96.

Background

The Arrowhead system is located adjacent to SJWC's service area in the western foothills in an unicorporated area of Santa Clara County. The Arrowhead system generally begins at the intersection of Blue Hills Drive and Prospect Road and proceeds south along Prospect Road to Rolling Hills Road. The services are located along Rolling Hills Road, Arrowhead Lane, Blue Hills Drive, and Prospect Road. Elevations in the area range from approximately 440 feet to 765 feet. Previously, water service to the individual Arrowhead homeowners was provided through a water system installed by the original developer when the homes in area were originally built. The water service was administered through Arrowhead which received water from SJWC through a

master meter. The Arrowhead system was recognized by the local fire protection district as inadequate for fire protection purposes.

The result of the initial evaluation of the Arrowhead system in 2018 concluded that the required system upgrades necessary to bring the system to G.O. 103 standards for fire protection would be \$2.8 million. Subsequently, in October 2018, Arrowhead and SJWC entered into a standard Rule 15 Main Extension contract to upgrade the water facilities to serve the 39 lots (Attachment B). The upgraded water facilities are now completed and has brought the Arrowhead system into compliance with G.O. 103 standards for water service. SJWC is now serving former Arrowhead members through the newly constructed facilities.

Effective Date

SJWC requests an effective date of September 30, 2020.

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 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 delivering a protest is:

Tariff Unit, Water Division, 3rd floor California Public Utilities Commission, 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 electronic mail to us, addressed to:

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Regulatory Affairs regulatory affairs @siwater.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.

In compliance with Paragraph 4.3 of General Order 96-B, a copy of this advice letter has been sent via electronic mail to all interested and affected parties as detailed in Attachment C as well as to members of Arrowhead. No hard copies are being delivered due to the pandemic.

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

Very truly yours,

/S/ JOHN TANG JOHN TANG Vice President of Regulatory Affairs

Attachments

Index of Workpapers

Attachment A San Jose Water Company Cadestral Map 96

Attachment B Main Extension Agreement

Attachment C Service List

SAN JOSE WATER COMPANY ADVICE LETTER NO. 557 ATTACHMENT A

NEW SERVICE AREA TO FILE - ARROWHEAD MUTUAL WATER SJW Service Area 280 280 Site Location New Service Area Expansion Legend Service Area To File SJW Service Area Miles 0.12 0.18 0.24 Date Created: Thursday, December 17, 2020 0.03 0.06 Path: J:\wkgrps\GIS\Projects\Water Services\Filed Service Area Maps\2020\Field Service Map.mxd

SAN JOSE WATER COMPANY ADVICE LETTER NO. 557 ATTACHMENT B

SAN JOSE WATER COMPANY

FIRE MAIN EXTENSION, HYDRANT AND/OR PRIVATE FIRE PROTECTION SERVICE (may include work on general metered service)

AGREEMENT

THIS AGREEMENT, made and entered into this day of _______, 2019', by and between the person or persons listed in paragraph 1 hereof, hereinafter collectively referred to as "Applicant," and SAN JOSE WATER COMPANY, a California corporation, hereinafter referred to as "Utility,"

WITNESSETH

WHEREAS, Applicant is the owner of certain real property situated in the County of Santa Clara, State of California; and

WHEREAS, Utility is presently legally operating and maintaining certain water facilities owned by Utility in an area in said County of Santa Clara, as more particularly shown on that certain map attached hereto marked Exhibit "A" and by this reference made a part hereof, said facilities being hereinafter referred to as the "Old Facilities"; and

WHEREAS, Applicant desires to have made available mains and/or appurtenances needed to meet various local fire protection requirements involving the relocating, removing or abandoning of the Old Facilities and/or the installation of certain new water facilities, hereinafter referred to as the "New Facilities" substantially as shown on that certain map attached hereto, marked Exhibit A, to be installed in accordance with Utility's usual practices; and

WHEREAS, upon the terms and conditions herein set forth Utility is willing to accomplish such work upon the New and Old Facilities, said facilities being hereinafter sometimes referred to collectively as the "Total Facilities", provided that the actual total installed cost of the same shall be borne by Applicant as more particularly set forth below; and

WHEREAS, Utility is willing to furnish water service through and by means thereof at the rates and in accordance with the rules of Utility now in force, or that may from time to time hereafter be lawfully established; and

WHEREAS, such work is not covered by Utility's Rule 15, a copy of which is attached hereto as Exhibit "B"; and

WHEREAS, Utility will supply only such water at such pressures as may be available from time to time as a result of its normal operations of its system;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, terms and provisions herein contained, it is agreed as follows:

1. <u>Applicant</u>. The names and addresses of the person or persons herein collectively referred to as "Applicant" are as follows:

Name:

Arrowhead Co-operative Company, Inc.

Address:

21401 Prospect Road Saratoga, CA 95070-6539

- 2. <u>Applicable Form</u>. This agreement is entered into pursuant to the requirements and in accordance with the form of agreement in effect and on file with the California Public Utilities Commission (Commission). This Agreement does not, therefore, require specific authorization of the Commission to carry out its terms and conditions.
- 3. <u>Applicant's Deposit</u>. The estimated total installed cost of Total Facilities, hereinafter referred to as the "Estimated Cost," is \$2,818,210. Applicant has advanced to Utility an amount equal to the Estimated Cost, receipt of which amount is hereby acknowledged by Utility.

The Estimated Cost shall include any income tax component authorized by the Commission at the date of execution of this agreement.

Installation of Facilities. Utility agrees that it will, as soon as necessary materials and labor are available, and necessary permits, franchises, licenses or other governmental authorizations, easements and right of way satisfactory to Utility have been executed by Applicant and delivered to Utility, commence and prosecute to completion with all reasonable diligence the work of installing the Total Facilities. Utility reserves the right to make such changes in design or materials as it may deem necessary. If such change results in a 10% or greater increase in the Estimated Cost, Utility shall give written notice to Applicant of the amount of such cost increase and will demand an additional deposit to cover the increased cost. If within ten (10) days of giving such notice of cost increase, Applicant gives Utility written notice to discontinue such work upon the Total Facilities, Utility shall discontinue the same and shall forthwith refund to Applicant the unexpended portion, if any, of Applicant's deposit. If Applicant does not give Utility written notice to discontinue such work within ten (10) days after such notice of cost increase, Utility may proceed with such work at its option. Within sixty (60) days after Utility has ascertained its actual costs of installing the Total Facilities, it will provide Applicant with a statement of the same showing in reasonable detail the costs incurred for material, labor and other direct and indirect costs, overheads and total costs, or unit costs or contract costs, whichever are appropriate. If such actual construction costs shall not have been determined within one hundred twenty (120) days after completion of construction work, a

preliminary determination of actual costs shall be submitted, based upon the best available information at that time. Upon completion of the work upon the Total Facilities, if the actual total installed cost thereof including applicable income taxes is greater or less than the total amount deposited by Applicant hereunder, the difference shall forthwith be paid by Applicant to Utility or refunded by Utility to Applicant as the case may be. It is expressly agreed that there shall be included in said actual total installed cost any sums paid for materials used in such work upon the Total Facilities by reason of price increases applicable to such materials. Subject to the provisions of this paragraph, no other refund will be made to the Applicant, for any sums deposited or to be deposited by the Applicant with the Utility hereunder.

- 5. Grades. If at the Applicant's request the New Facilities are installed in easements or rights of way where final grades have not been established or in streets whose grades have not been brought to those established by public authority, Applicant, upon written notice by Utility, shall deposit with Utility forthwith the estimated cost, including applicable income taxes, as determined by Utility, of relocating, raising or lowering the New Facilities upon establishment of final grades. Adjustment of any difference between the amount so deposited and the actual cost of relocating, raising or lowering the New Facilities shall be made within thirty (30) days after Utility has ascertained such actual cost. Utility will refund the entire deposit including applicable income taxes relating to such proposed relocation, raising or lowering when appropriate authority determines that such displacements are not required.
- 6. Applicant's Agreements. Applicant agrees to use its best efforts to assist Utility to obtain any and all permits or other governmental authorizations which may be required for the installation of the Total Facilities. If for any reason any additional easements are required for the installation of the Total Facilities, Applicant will cause the same to be procured in the name of Utility if such is located on private property, and will cause evidence of such fact to be furnished to Utility or will cause such easements to be conveyed to Utility, as the case may be. Applicant's agreement in this paragraph 6 is in no way limited to those easements and rights of way provided for in paragraph 4 hereof.
- 7. Ownership. The Total Facilities to be installed hereunder and all construction work in connection therewith shall be and remain at all times the property of Utility, and Applicant shall have no right, title or interest whatsoever in or to the same.
- 8. Construction Delay. Utility shall not be responsible for any delay in construction resulting from any cause beyond its control, including, without limiting the generality of the foregoing, any delay resulting from inability to obtain sufficient proper materials and supplies, labor disturbances or shortages, or weather conditions, or inability to obtain necessary permits, licenses, franchises or other governmental authorizations. In the event Utility is unable to obtain sufficient materials to meet all construction requirements necessary to provide adequate service to all its customers, it shall be entitled to allocate materials obtained by it to such construction projects as in its sole discretion it deems most important to service needs of its customers, and any delay in construction of the Facilities resulting from any such allocation of materials by Utility shall be deemed to be a cause beyond its control and it shall not be responsible for such delay.

9. <u>Notices</u>. Any notice which may or shall be given by either party to the other shall be deemed to have been duly given when deposited in the United States mail, registered or certified, postage prepaid and addressed to the party to whom such notice is given at the following addresses:

To Applicant: Arrowhead Co-operative Company, Inc.

21401 Prospect Road Saratoga, CA 95070-6539

To Utility:

San Jose Water Company 110 West Taylor Street San Jose, CA 95110

Either party, by notice, may change the address to which notice shall thereafter be addressed.

10. <u>Nature of Obligation of Applicant</u>. If more than one person is named in paragraph 1 hereof, the obligations of the persons executing this agreement as Applicant shall be joint and several obligations. Until Applicant shall notify Utility in writing to the contrary, all refunds hereunder shall be paid by Utility to:

Arrowhead Co-operative Company, Inc. 21401 Prospect Road Saratoga, CA 95070-6539

without recourse.

- 11. <u>Successors and Assigns</u>. This agreement shall inure to the benefit of and shall bind the respective heirs, executors, administrators, successors and assigns of the parties hereto.
- 12. <u>Utility's Right to Offset</u>. In the event Applicant shall become entitled to a repayment or refund under the provisions of this Agreement, Utility shall have the right at such time to offset against the amount then due Applicant hereunder the total amount of any indebtedness then due or owing by Applicant to Utility.
- 13. <u>Jurisdiction of Public Utilities Commission</u>. This agreement shall at all times be subject to such changes or modifications by the California Public Utilities Commission as said Commission may from time to time direct in the exercise of its jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement in duplicate the day and year first above written.

By: ARROWHEAD CO-OPERATIVE COMPANY, INC.

By David Hansan

Paul Hansen Its President

KAY ANNAMALAN

DIS VICE PRESTORINT

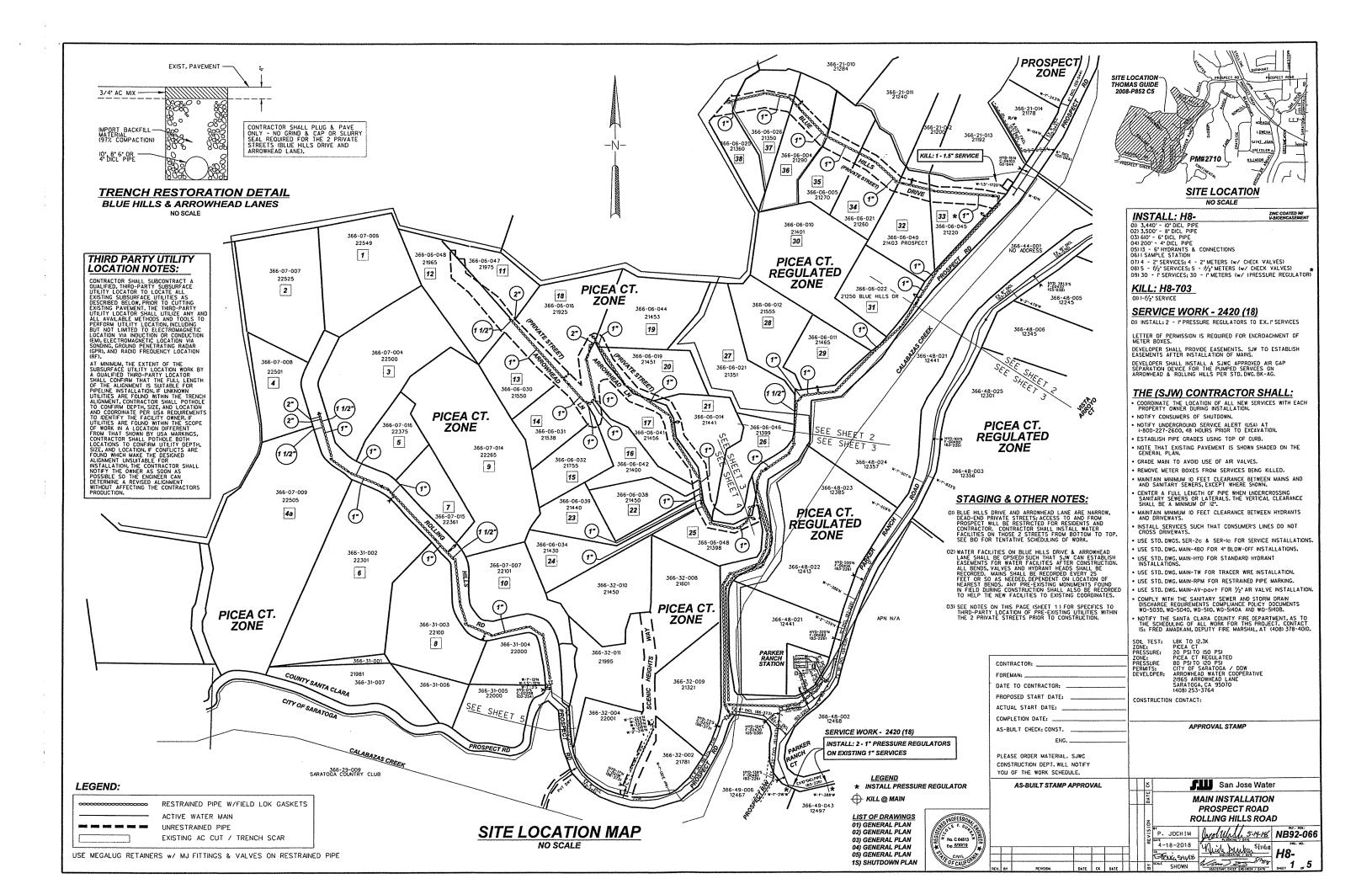
By: SAN JOSE WATER COMPANY

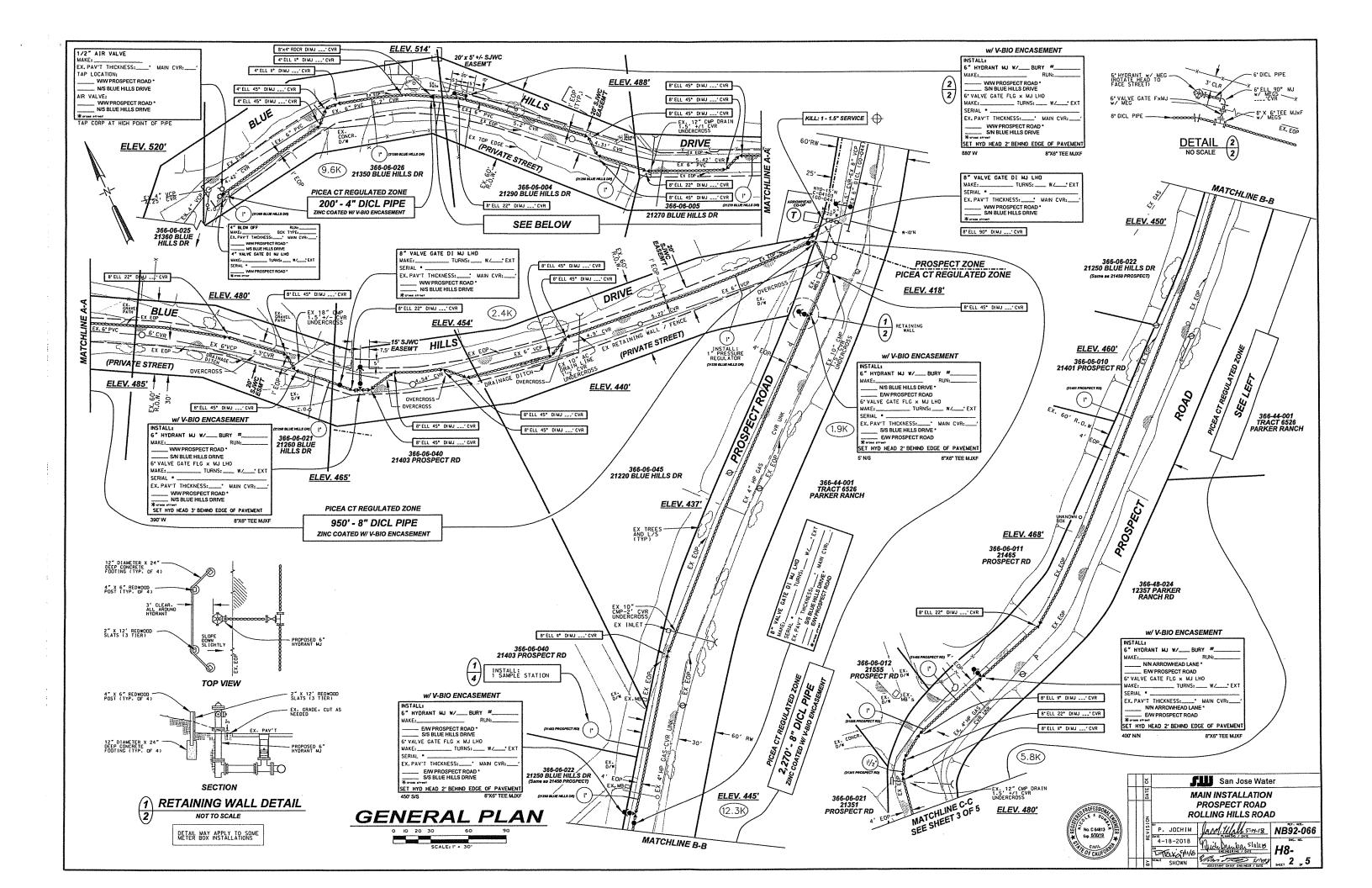
James Lynch

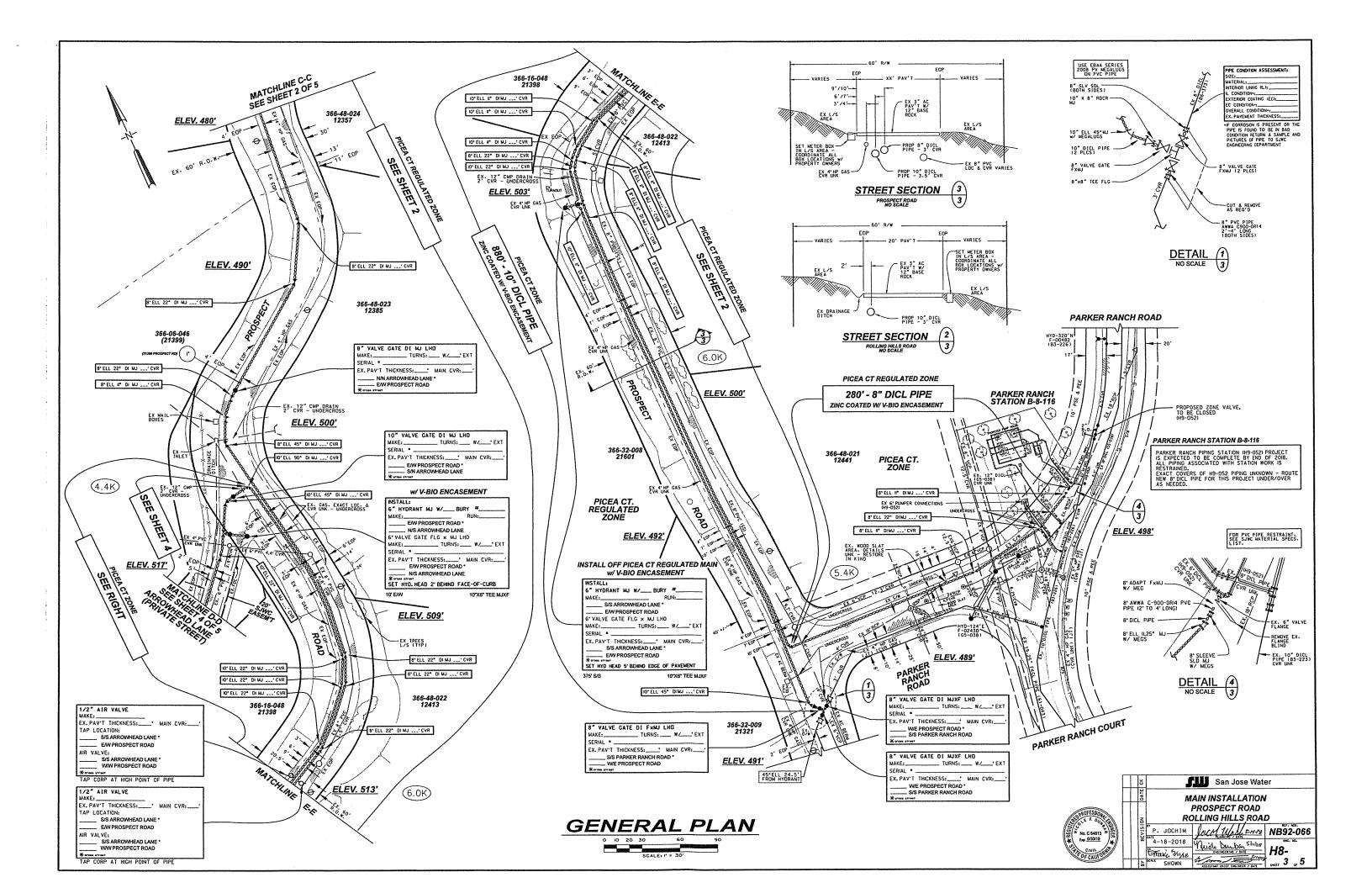
Its Chief Financial Officer and Treasurer

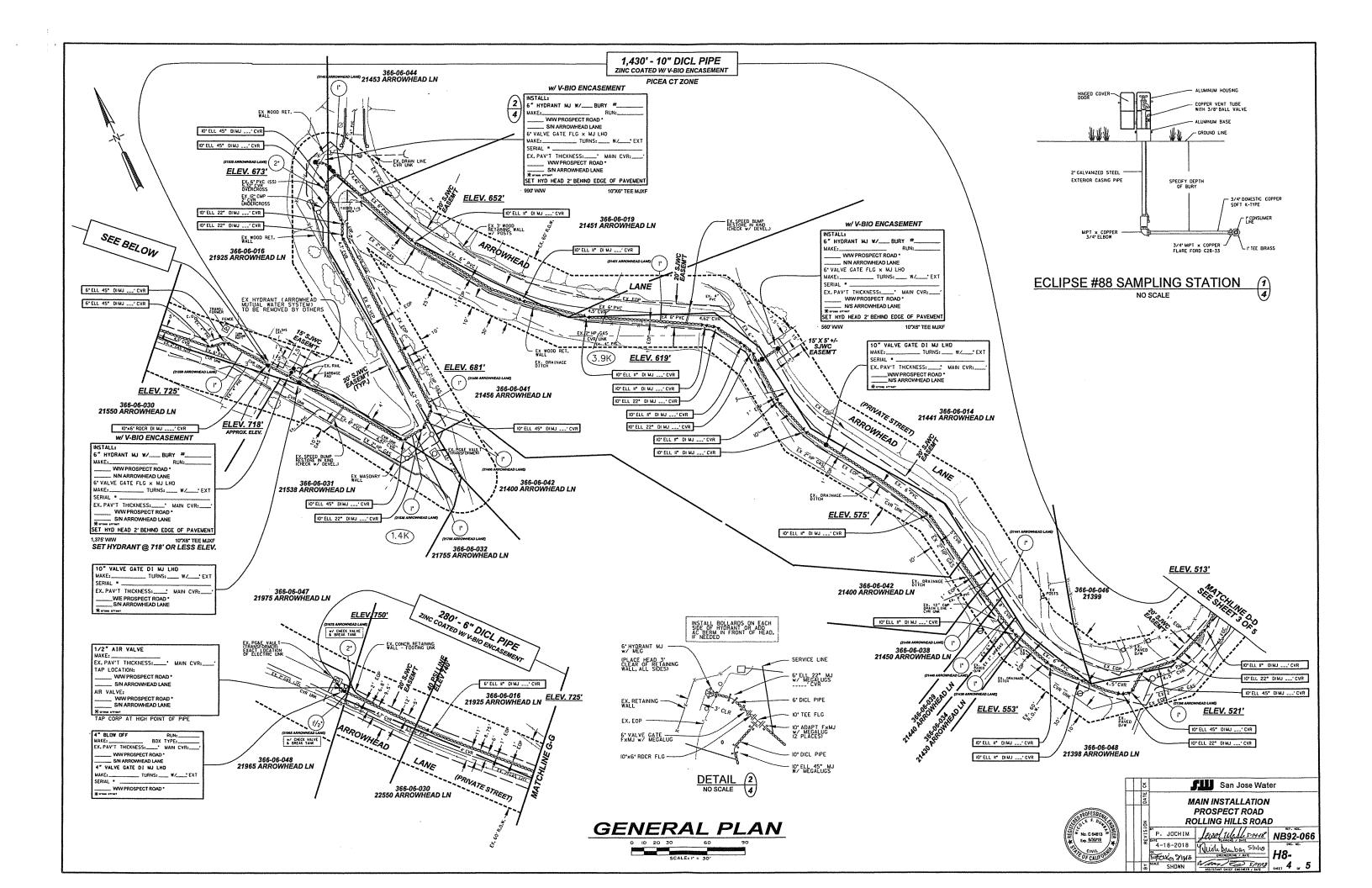
Craig Giordano

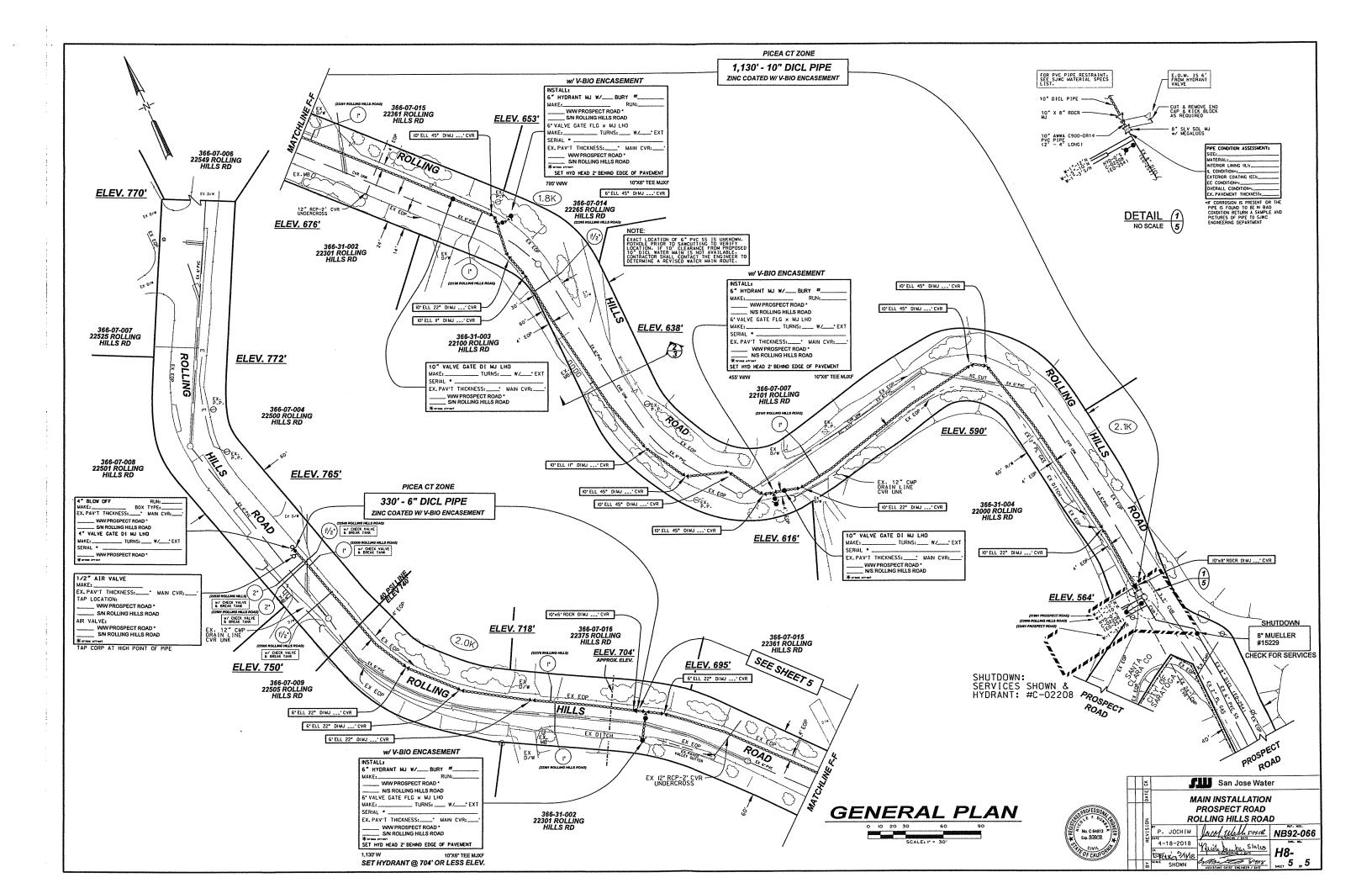
Its Vice President of Engineering











SAN JOSE WATER COMPANY ADVICE LETTER NO. 557 ATTACHMENT C

SAN JOSE WATER COMPANY (U-168-W) Advice Letter No. 557

Attachment C Page 1 of 4

A copy of Advice Letter No. 557 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

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

City of Cupertino 10300 Torre Avenue Cupertino, CA 95014

City of Campbell 70 North First Street Campbell, CA 95008

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

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

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

Mountain Springs Mutual Water Co. 17956 Greenwood Road Los Gatos, CA 95033 San Jose Mercury News Attn: Paul Rogers 4 N. Second Street, Suite 800 San Jose, CA 95113

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

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

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

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

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

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

Mukunda Dawadi Public Advocates Office California Public Utilities Commission 505 Van Ness Avenue San Francisco, CA 94102

SAN JOSE WATER COMPANY (U-168-W) Advice Letter No. 557

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Aaron Baker 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 MutualWater 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 Canceling

Revised Revised Cal. P.U.C. Sheet No. <u>2101-W</u> Cal. P.U.C. Sheet No. <u>1589-W</u>

SERVICE AREA MAP LOCATOR

INDEX

The following list shows the cadastral map number, advice letter number and date of filing for all service area maps filed with the California Public Utilities Commission. These maps are under separate cover, and this index is for control and reference purposes.

	Advice Letter		
Map Number	<u>Number</u>	Date of Filing	
36	194	December 31, 1986	
37	269	April 28, 1994	
50	194	December 31, 1986	
52	270	May 18, 1994	
53	291	September 10, 1997	
66	194	December 31, 1986	
69	295	October 29, 1997	
80	194	December 31, 1986	
81	194	December 31, 1986	
82	194	December 31, 1986	
84	199	June 5, 1987	
85	445	December 7, 2012	
95	271	December 19, 1994	
96	557	December 18, 2020	(T)
100	205	December 4, 1987	
110	215	December 15, 1988	
111	203	August 28, 1987	
115	205	December 4, 1987	
116	205	December 4, 1987	
125	347	April 26, 2004	
126	259	October 22, 1993	
128	205	December 4, 1987	
129	205	December 4, 1987	
138	259	October 22, 1993	
139	458	March 27, 2014	
140	316	June 3, 1999	
141	283	January 31, 1997	
142	288	July 17, 1997	
143	210	June 9, 1988	
151	215	December 15, 1988	
152	451	August 26, 2013	
154	215	December 15, 1988	
155	279	August 15, 1996	
156	210	June 9, 1988	
166	451	September 27, 2013	
169	210	June 9, 1988	
181	369	August 25, 2006	

(To be inserted by utility)	Issued by	(To be inserted by Cal. P.U.C.)
Advice No. <u>557</u>	JOHN TANG	Date Filed
	Vice President,	Effective
Dec. No	Regulatory Affairs	Resolution No.
·	TITLE	

The following listed tariff sheets contain all effective rate and regulations affecting the rates and service of the U with information relating thereto:				
•	C.P.U.C.			
Subject Matter of Sheet	Sheet No.			
2034-W, 2035-W, 2058-W, 2037-W, 2038- Service Area Map Locator	1495-W 2102-W, 2081-W, 848-W and 2085-W 19-W, 1303-W, 2008-W, 1702-W, 1420-W, -W, 2039-W, 2040-W, 2041-W and 2042-W 1266-W			
Service Area Map Locator, Index Map of Areas With Special Pressure and Fire Flow Cor Index to Map of Areas With	2101-W (T) nditions 1590-W			
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 Schedule No. 1B, General Metered Service	2094-W, 1915-W and 2059-W			
With Automatic Fire Sprinkler System Schedule No. 1C, General Metered Service	2095-W, 1741-W, 1882-W and 2060-W			
Mountain District Schedule No. 4, Private Fire Service Schedule No. 9C, Construction and Other	2096-W, 1952-W, 1884-W, and 2061-W 2097-W and 2053-W			
Temporary Metered Service Schedule No. 10R, Service to Employees Schedule No. 14.1 Water Shortage Contingency Pl	1118-W and 1094-W 152-W			
Schedule No. 14.1 Water Shortage Contingency 11	1672-W,1673-W,1766-W, and 1820-W			
Staged Mandatory Reductions And Drought Su Schedule No. RW, Raw Water Metered Service Schedule No. RCW, Recycled Water Metered Serv Schedule No. UF, Surcharge to Fund Public Utilities Commission, Reimbursement Fee	2098-W, 1920-W and 2062-W			
Schedule No. WRAP, Water Rate Assistance Prog	ram 2083-W and 2056-W			
List of Contracts and Deviations	2092-W			
Rules: No. 1 - Definitions No. 2 - Description of Service No. 3 - Application for Service No. 4 - Contracts No. 5 - Special Information Required on Forms No. 6 - Establishment and Re-establishment of Cre No. 7 - Deposits	355-W and 356-W			
No. 8 - Notices No. 9 - Rendering and Payment of Bills	2069-W, 2070-W and 2017-W 996-W, 997-W and 1146-W			
(Continued)				
(To be inserted by utility) Issued	d by (To be inserted by Cal. P.U.C.)			

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	TITLE	