



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

September 9, 2024

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

Advice Letter No. 611

San Jose Water Company (U-168-W) (SJWC) hereby submits requesting authority to change the tariff sheets applicable to its service area and which are attached hereto:

<u>CPUC Sheet No.</u>	<u>Title of Sheet</u>	<u>Canceling CPUC Sheet No.</u>
2312-W	Form No. 3 Bill Form	2076-W
2313-W	Form No. 6 Main Extension Contract "C Rule" - Distribution Plant	453-W
2314-W	Form No. 8 Main Extension Contract "C Rule" - Special Facilities	517-W
2315-W	Form No. 10 Main Extension Contract "C Rule" - Special Facilities	457-W
2316-W	Form No. 11 Main Extension Contract "C Rule" - Subdivider Install	458-W
2317-W	Form No. 12 Main Extension Contract "C Rule" - Subdivider Install Oversizing	459-W
2318-W	Form No. 22 Questionnaire for Domestic Service Installations Larger Than 1 Inch	847-W
2319-W	Table of Contents	2311-W
2320-W	Table of Contents (Page 2)	2161-W
2321-W	Table of Contents (Page 3)	2297-W

Purpose

With this advice letter, SJWC requests to update Form No. 3, 6, 8, 10, 11, 12, and 22. In accordance with Water Industry Rule 7.3.1(2), this is a Tier 1 advice letter.

Background

SJWC requests bringing some of the forms up to date. Form No. 3 is updated with a new format for more visibility. For Form No. 6, 8, 10, 11, 12 of Main Extension, we update the company name, address, date and general order to 103A. On Form No. 22 of Service Installation, a new item was added for the Drinking Fountain.

Effective Date

SJWC requests that this filing become effective on September 10, 2024.

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 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 the service list.

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

Very truly yours,

/s/ Nanci Tran

NANCI TRAN
Director of Regulatory Affairs

Enclosure

Form No. 3

Bill Form

PLEASE REFER TO TARIFF BOOK FOR SAMPLE PAGE

(To be inserted by utility)

Advice Letter No.: 611

Decision No.: _____

Issued By

John Tang
NAME

Vice President, Regulatory Affairs
TITLE

(To be inserted by CPUC)

Date Filed: _____

Effective Date: _____

Resolution No.: _____

CUSTOMER INFORMATION

WHEN YOU HAVE A QUESTION

If you believe there is an error on your bill or have a question about your service, please call San Jose Water Company customer support at (408) 279-7900.

If you are not satisfied with San Jose Water Company's response, submit a complaint to the California Public Utilities Commission (CPUC) by visiting <http://www.cpuc.ca.gov/complaints/>. Billing and service complaints are handled by the CPUC's Consumer Affairs Branch (CAB), which can be reached by the following means if you prefer not to submit your complaint online.

Telephone: 1-800-649-7570 (8:30 AM to 4:30 PM, Monday through Friday)
Mail: California Public Utilities Commission, Consumer Affairs Branch,
505 Van Ness Avenue, Room 2003, San Francisco, CA 94102

If you have limitations hearing or speaking, dial 711 to reach the California Relay Service, which is for those needing direct assistance relaying telephone conversations, as well their friends, family, and business contacts. If you prefer having your calls immediately answered in your mode of communication, dial one of the toll-free language-specific numbers below to be routed to the California Relay Service provider.

Type of Call	Language	Toll-free 800 Number
TTY/VCO/HCO to Voice	English	1-800-735-2929
	Spanish	1-800-855-3000
Voice to TTY/VCO/HCO	English	1-800-735-2922
	Spanish	1-800-855-3000
From or to Speech-to-Speech	English & Spanish	1-800-854-7784

To avoid having service turned off while you wait for the outcome of a complaint to the CPUC **specifically regarding the accuracy of your bill**, please contact CAB for assistance. If your case meets the eligibility criteria, CAB will provide you with instructions on how to mail a check or money order to be impounded pending resolution of your case. You must continue to pay your current charges while your complaint is under review to keep your service turned on.

The Commission will not, however, accept deposits when the dispute appears to be over matters that do not directly relate to the accuracy of the bill. Such matters include the quality of a utility's service, general level of rates, pending rate applications and sources of fuel or power.

PAYMENTS

The current bill will become past due if not paid within 19 days after presentation. You may pay your bill by mail or in person at the San Jose Water Company Customer Service Office. Our Customer Service Office address and hours are located on the reverse side of this bill. San Jose Water Company accepts payment over the phone and on-line at www.sjwater.com using a checking account. If you wish to pay after regular business hours, drop your payment with the payment stub in the overnight deposit box located at the entrance to our Customer Service Office. You may also sign up for our free Automatic Payment Service (APS) and we will automatically draft your financial institution account on or shortly after the due date of your bill. To request an APS application, call our Customer Service Office at (408) 279-7900 or visit our web site at www.sjwater.com. A fee will be charged for all returned payments.

Any unpaid prior balance shown on the bill is past due and service may be discontinued if payment is not received.

If you are unable to pay this bill, please contact our office immediately to discuss possible payment arrangements including applying for an extension of time, requesting a deferred, reduced or alternative payment schedule. If you have any questions regarding this bill or our service, please contact our Customer Service office at (408) 279-7900 Monday through Friday 8:00 AM to 5:00 PM or via email at Customer.Service@sjwater.com.

RATES AND OTHER INFORMATION

Rate schedules and rules are available at San Jose Water Company, Customer Service Office. Our Customer Service Office address and hours are located on the reverse side of this bill. For general information, you may call Customer Service at (408) 279-7900 or visit www.sjwater.com.

IN AN EMERGENCY

If you require emergency service after regular business hours, call (408) 279-7900.

EMPLOYEE IDENTIFICATION

Our authorized service representatives carry a Company identification card with photograph. If you have any doubts, call the San Jose Water Company Customer Service Office at (408) 279-7900.

SAN JOSE WATER COMPANY (U-168-W)

110 West Taylor Street
San Jose, CA 95110

Revised

CPUC Sheet No.

2313-W

Canceling

CPUC Sheet No.

453-W

Form No. 6

Main Extension Contract "C Rule"

Distribution Plant

FIRE FLOW REQUIREMENTS MEET GENERAL ORDER NO. 103A

PLEASE REFER TO TARIFF BOOK FOR SAMPLE PAGE

(To be inserted by utility)

Advice Letter No.: 611

Decision No.: _____

Issued By

John Tang

NAME

Vice President, Regulatory Affairs

TITLE

(To be inserted by CPUC)

Date Filed: _____

Effective Date: _____

Resolution No.: _____

MAIN EXTENSION CONTRACT
"C RULE"
DISTRIBUTION PLANT

FIRE FLOW REQUIREMENTS MEET GENERAL ORDER NO. 103A

THIS AGREEMENT, made and enter this _____ day of _____, 2_____, 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".

W I T N E S S E T H :

WHEREAS, the Applicant is the developer of that certain subdivision of real property situate, lying and being in the County of Santa Clara, State of California, which is known as _____ Subdivision, in accordance with the map thereof filed in the office of the County Recorder of said County on _____, 2_____, in Book _____ of Maps at page _____ and which is hereinafter referred to as the "Subdivision," and

WHEREAS, Applicant is now selling or proposes in the near future to sell lots in the Subdivision and to this end desires to have water service available in the Subdivision through and by means of mains and appurtenances to be installed therein substantially as shown on that certain map attached hereto, marked Exhibit A and by this reference made a part hereof, and by services (including service pipes, fittings, gates and housings therefor, and meter boxes) to be installed in accordance with Utility's usual practices, said mains, appurtenances and services being hereinafter referred to as the "Facilities," and

WHEREAS, upon the terms and conditions herein set forth Utility is willing to install the Facilities and to furnish water service in the Subdivision through and by means thereof at the rates and in accordance with the rules of the Utility now in force, or that may from time to time hereafter be lawfully established in its service area;

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

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

Name

Address

2. Applicable Rule. This agreement is entered into pursuant to the requirements and in accordance with the various applicable provisions of Utility's Main Extension Rule No. 15, hereinafter referred to as the "Rule," in effect and on file with the California Public Utilities Commission ("Commission"); a copy of the Rule is attached hereto as Exhibit B. This agreement does not, therefore, require specific authorization of the Commission to carry out its terms and conditions.
3. Fire Protection. The Facilities are designed to meet the minimum fire flow requirements contained in Section VII.I.(A) of the Commission's General Order No. 103A, as ordered by Decision 21-05-019, dated September 10, 2009.
4. Applicant's Deposit. The estimated total installed cost of the Facilities, hereinafter referred to as the "Estimated Cost," is \$ _____ . Applicant has

advanced to Utility an amount equal to the Estimated Cost, receipt of which amount is hereby acknowledged by Utility.

5. 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 have been obtained, commence and prosecute to completion with all reasonable diligence the work of installing the Facilities.

Utility reserves the right to make such changes in design or materials as it may deem necessary. Within sixty (60) days after Utility has ascertained its actual costs in installing the Facilities, it will provide Applicant with a statement of the same showing in reasonable detail the costs incurred for materials, 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. If such actual costs as finally determined shall be greater or less than the Estimated Cost, the difference shall be advanced by Applicant to Utility or repaid by Utility to Applicant as the case may be, and the Estimated Cost adjusted accordingly.

The Estimated Cost as so adjusted shall be Applicant's Advance Subject to Refund. If, at any time following installation of the Facilities, Utility, upon written request of Applicant, shall abandon a portion of the Facilities, Utility shall promptly notify Applicant of the installed cost of the Facilities so abandoned, and Applicant's Advance

Subject to Refund shall, as of the date of such notice by Utility, be reduced by the amount of such installed cost set forth in such notice.

6. Engineering and Street Grades. Applicant agrees to set stakes on the street and lot boundaries of the Subdivision and provide Utility with finished street grades and typical cross sections to enable Utility to determine a location for the mains and the depth to which they are to be laid. Utility will determine the locations and depths of the mains in relation to the data furnished by Applicant. Installation of the mains will not be commenced by Utility until curbs and gutters have been installed and street grades have been brought to those established by public authority. In the event Utility incurs any cost or expense in relocating, raising or lowering the Facilities by reason of inaccuracy of Applicant in performance of its obligations under this paragraph, Utility shall give written notice to Applicant of such actual cost or expense within ten (10) days after Utility has ascertained the same, and Applicant agrees to pay Utility promptly the amount thereof, which shall not be subject to refund by Utility hereunder.

7. Applicant's Agreements.

(a) Applicant agrees to use its best efforts to assist Utility to obtain any and all permits, franchises or other governmental authorizations which may be required for the installation of the Facilities. Applicant further agrees to convey or cause to be conveyed to Utility any and all easements and rights of way which may be necessary or reasonably appropriate for installation of the Facilities.

(b) Applicant agrees to comply with applicable provisions of local building codes and/or ordinances relating to (i) interior plumbing requirements in new buildings covering toilets, showerheads, and kitchen and lavatory faucets, as set forth in

- Section A.4.e.1. of the Rule, and (ii) design and operation of automatic irrigation systems in parks, median strips, landscaped public areas and landscaped areas surrounding condominiums, townhouses, apartments and industrial parks, as set forth in Section A.4.e.2. of the Rule.
8. Refund. Provided that Applicant is not in default hereunder, Utility agrees to make annual refunds hereunder to Applicant or such other party as may be entitled thereto in cash, without interest, for a period not to exceed forty (40) years from the date hereof, commencing not later than six months after the first anniversary of the date hereof. Each such annual refund shall equal 2½% of Applicant's Advance Subject to Refund. If any portion of Applicant's Advance Subject to Refund shall not have been refunded upon termination of said 40-year period, Utility shall refund said portion to Applicant with the last refund payment hereunder. The total amount so refunded shall not exceed Applicant's Advance Subject to Refund, without interest.
9. Utility's Right of Offset. 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.
10. Ownership. The Facilities to be installed here-under 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.
11. 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.

12. Notices. Any notice which it is herein provided 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 respective addresses:

To Applicant:

To Utility: San Jose Water Company
 110 West Taylor Street
 San Jose, CA 95110

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

13. Nature of Obligations; Assignment. 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. Until Applicant shall notify Utility in writing to the contrary, all refunds hereunder shall be paid by Utility to _____

Applicant may assign this agreement only after (a) determination of the amount of Applicant's Advance Subject to Refund, (b) settlement of any amounts owing to Utility or Applicant under paragraph 5 hereof by reason of a difference between Estimated Cost and actual cost, and (c) written notice to Utility. Any such assignment shall apply only to those refunds hereunder which become due more than thirty (30) days after the date of receipt by Utility of such notice of assignment. Utility will not make any single refund payment hereunder to more than one person.

14. Successors and Assigns. Subject to the provisions of the preceding paragraph 13, this agreement shall inure to the benefit of and shall bind the respective heirs, executors, administrators, successors and assigns of the parties hereto.
15. Jurisdiction of Public Utilities Commission. This agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction.
16. Applicant's Responsibility. Applicant hereby agrees to indemnify Utility against any and all loss or injury to any of Utility's meters, pipes, or any other installations in the Subdivision caused by Applicant and/or its agents, servants, employees or by subcontractors or independent contractors performing services and/or furnishing materials to and for the benefit of Applicant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the date and year first above written.

APPLICANT

SAN JOSE WATER COMPANY

By: _____

By: _____

Its Vice President

By: _____

By: _____

Its Secretary

SAN JOSE WATER COMPANY (U-168-W)

110 West Taylor Street
San Jose, CA 95110

Revised

CPUC Sheet No.

2314-W

Canceling

CPUC Sheet No.

517-W

Form No. 8

Main Extension Contract "C Rule"
Special Facilities and Distribution Plant

FIRE FLOW REQUIREMENTS MEET GENERAL ORDER NO. 103A

PLEASE REFER TO TARIFF BOOK FOR SAMPLE PAGE

(To be inserted by utility)

Advice Letter No.: 611

Decision No.: _____

Issued By

John Tang
NAME

Vice President, Regulatory Affairs
TITLE

(To be inserted by CPUC)

Date Filed: _____

Effective Date: _____

Resolution No.: _____

MAIN EXTENSION CONTRACT
"C RULE"
SPECIAL FACILITIES AND DISTRIBUTION PLANT

FIRE FLOW REQUIREMENTS MEET GENERAL ORDER NO. 103A

THIS AGREEMENT, made and enter this _____ day of _____, 2_____, 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".

W I T N E S S E T H :

WHEREAS, the Applicant is the developer of that certain subdivision of real property situate, lying and being in the County of Santa Clara, State of California, which is known as _____ Subdivision, in accordance with the map thereof filed in the office of the County Recorder of said County on _____, 2_____, in Book _____ of Maps at page _____ and which is hereinafter referred to as the "Subdivision," and

WHEREAS, Applicant is now selling or proposes in the near future to sell lots in the Subdivision and to this end desires to have water service available in the Subdivision through and by means of mains and appurtenances to be installed therein substantially as shown on that certain map attached hereto, marked Exhibit A and by this reference made a part thereof, and by services (including service pipes, fittings, gates and housings therefor, and meter boxes) to be installed in accordance with Utility's usual practices, said mains, appurtenances and services being hereinafter referred to as the "Facilities," and

WHEREAS, upon the terms and conditions herein set forth Utility is willing to install the Facilities and to furnish water service in the Subdivision through and by means thereof at the rates and in accordance with the rules of the Utility now in force, or that may from time to time hereafter be lawfully established in its service area;

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

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

<u>Name</u>	<u>Address</u>
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2. Applicable Rule. This agreement is entered into pursuant to the requirements and in accordance with the various applicable provisions of Utility's Main Extension Rule No. 15, hereinafter referred to as the "Rule," in effect and on file with the California Public Utilities Commission ("Commission"); a copy of the Rule is attached hereto as Exhibit B. This agreement does not, therefore, require specific authorization of the Commission to carry out its terms and conditions.
3. Fire Protection. The Facilities are designed to meet the minimum fire flow requirements contained in Section VII.I.(A) of the Commission's General Order No. 103A, as ordered by Decision 21-05-019, dated September 10, 2009.
4. Applicant's Deposit.
 - (a) Because of Applicant's fire protection requirements, certain designated mains, shown on Exhibit A, will be larger in size than the mains otherwise required to

serve the Subdivision. The increase in cost of such oversizing is \$_____ .

Applicant has advanced such increased cost to Utility, receipt of which is hereby acknowledged increase in cost shall not be subject to refund hereunder.

(b) The estimated total installed cost of the Facilities, excluding the cost of oversizing as specified in subparagraph 4(a) hereof, hereinafter referred to as the "Estimated Cost", is \$_____ . Applicant has advanced to Utility an amount equal to the Estimated Cost, receipt of which amount is hereby acknowledged by Utility.

(c) Applicant agrees that at such times as it may wish that services be attached to the Facilities, it will advance to Utility the estimated total installed cost of such services; the amount so advanced shall be added to the Estimated Cost.

5. 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 have been obtained, commence and prosecute to completion with all reasonable diligence the work of installing the Facilities. Utility reserves the right to make such changes in design or materials as it may deem necessary. Within sixty (60) days after Utility has ascertained its actual costs in installing the Facilities, it will provide Applicant with a statement of the same showing in reasonable detail the costs incurred for materials, 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. If such actual costs as finally

determined shall be greater or less than the Estimated Cost, the difference shall be advanced by Applicant to Utility or repaid by Utility to Applicant as the case may be, and the Estimated Cost adjusted accordingly. The Estimated Cost as so adjusted shall be Applicant's Advance Subject to Refund. If at any time following installation of the Facilities, Utility, upon written request of Applicant, shall abandon a portion of the Facilities, Utility shall promptly notify Applicant of the installed cost of the Facilities so abandoned, and Applicant's Advance Subject to Refund shall, as of the date of such notice by Utility, be reduced by the amount of such installed cost set forth in such notice.

6. Engineering and Street Grades. Applicant agrees to set stakes on the street and lot boundaries of the Subdivision and provide Utility with finished street grades and typical cross sections to enable Utility to determine a location for the mains and the depth to which they are to be laid. Utility will determine the locations and depths of the mains in relation to the data furnished by Applicant. Installation of the mains will not be commenced by Utility until curbs and gutters have been installed and street grades have been brought to those established by public authority. In the event Utility incurs any cost or expense in relocating, raising or lowering the Facilities by reason of inaccuracy of Applicant in performance of its obligations under this paragraph, Utility shall give written notice to Applicant of such actual cost or expense within ten (10) days after Utility has ascertained the same, and Applicant agrees to pay Utility promptly the amount thereof, which shall not be subject to refund by Utility hereunder.

7. Applicant's Agreements.

- (a) Applicant agrees to use its best efforts to assist Utility to obtain any and all permits, franchises or other governmental authorizations which may be required

for the installation of the Facilities. Applicant further agrees to convey or cause to be conveyed to Utility any and all easements and rights of way which may be necessary or reasonably appropriate for installation of the Facilities.

- (b) Applicant agrees to comply with applicable provisions of local building codes and/or ordinances relating to (i) interior plumbing requirements in new buildings covering toilets, shower heads, and kitchen and lavatory faucets, as set forth in Section A.4.e.1. of the Rule, and (ii) design and operation of automatic irrigation systems in parks, median strips, landscaped public areas and landscaped areas surrounding condominiums, townhouses, apartments and industrial parks, as set forth in Section A.4.e.2. of the Rule.

8. Refund. Provided that Applicant is not in default hereunder, Utility agrees to make annual refunds hereunder to Applicant or such other party as may be entitled thereto in cash, without interest, for a period not to exceed forty (40) years from the date hereof, commencing not later than six months after the first anniversary of the date hereof. Each such annual refund shall equal 2½% of Applicant's Advance Subject to Refund. If any portion of Applicant's Advance Subject to Refund shall not have been refunded upon termination of said 40-year period, Utility shall refund said portion to Applicant with the last refund payment hereunder. The total amount so refunded shall not exceed Applicant's Advance Subject to Refund, without interest.
9. Utility's, Right of Offset. 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.

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

13. Nature of Obligations; Assignment. 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. Until Applicant shall notify Utility in writing to the contrary, all refunds hereunder shall be paid by Utility to _____

_____ .
Applicant may assign this agreement only after (a) determination of the amount of Applicant's Advance Subject to Refund, (b) settlement of any amounts owing to Utility or Applicant under paragraph 5 hereof by reason of a difference between Estimated Cost and actual cost, and (c) written notice to Utility. Any such assignment shall apply only to those refunds hereunder which become due more than thirty (30) days after the date of receipt by Utility of such notice of assignment. Utility will not make any single refund payment hereunder to more than one person

14. Successors and Assigns. Subject to the provisions of the preceding paragraph 13, this agreement shall inure to the benefit of and shall bind the respective heirs, executors, administrators, successors and assigns of the parties hereto.
15. Jurisdiction of Public Utilities Commission. This agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction.
16. Applicant's Responsibility. Applicant hereby agrees to indemnify Utility against any and all loss or injury to any of Utility's meters, pipes, or any other installations in the Subdivision caused by Applicant and/or its agent, servants, employees or by

subcontractors or independent contractors performing services and/or furnishing materials to and for the benefit of Applicant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the date and year first above written.

APPLICANT

SAN JOSE WATER COMPANY

By: _____

By: _____

Its Vice President

By: _____

By: _____

Its Secretary

SAN JOSE WATER COMPANY (U-168-W)

110 West Taylor Street
San Jose, CA 95110

Revised

CPUC Sheet No.

2315-W

Canceling

CPUC Sheet No.

457-W

Form No. 10

Main Extension Contract "C Rule"

Distribution Plant

FIRE FLOW REQUIREMENTS MEET GENERAL ORDER NO. 103A

Subdivider Install

PLEASE REFER TO TARIFF BOOK FOR SAMPLE PAGE

(To be inserted by utility)

Advice Letter No.: 611

Decision No.: _____

Issued By

John Tang
NAME

Vice President, Regulatory Affairs
TITLE

(To be inserted by CPUC)

Date Filed: _____

Effective Date: _____

Resolution No.: _____

MAIN EXTENSION CONTRACT
"C RULE"
DISTRIBUTION PLANT

FIRE FLOW REQUIREMENTS MEET GENERAL ORDER NO. 103A
SUBDIVIDER INSTALL

THIS AGREEMENT, made and enter this _____ day of _____, 2_____, 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".

W I T N E S S E T H :

WHEREAS, the Applicant is the developer of that certain subdivision of real property situate, lying and being in the County of Santa Clara, State of California, which is known as _____ Subdivision, in accordance with the map thereof filed in the office of the County Recorder of said County on _____, 2_____ in Book _____ of Maps at Page _____, and which is hereinafter referred to as the "Subdivision"; and

WHEREAS, Applicant is now selling or proposes in the near future to sell lots in the Subdivision and to this end desires to have water service available in the Subdivision through and by means of mains and appurtenances, and by services (including service pipes, fittings, gates and housings therefor, and meter boxes), hereinafter referred to as the "Facilities," to be installed therein substantially as shown on that certain map prepared by Utility attached hereto, marked Exhibit A and by this reference made a part hereof; and

WHEREAS, upon the terms and conditions herein set forth, Applicant is willing to install the Facilities, or cause the same to be installed, at its own expense, all in accordance with the provisions hereinafter set forth; and

WHEREAS, upon the terms and conditions herein set forth, Utility is willing to acquire the Facilities and is willing to furnish water service in the Subdivision through and by means thereof at the rates and in accordance with the rules of Utility now in force in its service area, or that may from time to time be lawfully established in said service area;

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

- 1. Applicant. The names, addresses and descriptions of the person or persons herein collectively referred to as "Applicant" are as follows:

<u>Name</u>	<u>Address</u>	<u>Description</u>
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- 2. Applicable Rule. This Agreement is entered into pursuant to the requirements and in accordance with the various applicable provisions of Utility's Main Extension Rule, hereinafter referred to as the "Rule," in effect and on file with the California Public Utilities Commission ("Commission"); a copy of the Rule is attached hereto as Exhibit B. This Agreement does not, therefore, require specific authorization of the Commission to carry out its terms and conditions.
- 3. Applicant's Deposit. Utility's cost in pre-paring detailed plans, specifications and cost estimates for the Facilities is \$ _____, and Utility's cost of inspecting the installation of the Facilities is \$ _____, and Utility's cost for

installing the final connection(s) is \$_____. Utility hereby acknowledges receipt from Applicant of \$_____, representing the total of said costs. Upon completion of installation of the Facilities, Utility will connect the same to its existing mains and submit a statement of the cost thereof to Applicant. The aggregate amount of the foregoing costs is hereinafter referred to as Applicant's Deposit.

4. Installation of Facilities.

(a) The Facilities are designed to meet the minimum fire flow requirements set forth in Section VII.I.(A) of the Commission's General Order No. 103A, as ordered by Decision 21-05-019, dated September 10, 2009. Applicant agrees to install the Facilities, or cause the same to be installed, at its own expense on or before _____, 2_____. The Facilities shall be installed strictly in accordance with the specifications attached hereto as Exhibit C, and the installation thereof shall be subject to inspection by and approval of Utility in all respects. The Facilities shall be installed by Applicant, or by _____, a contractor, hereinafter referred to as ("Contractor"), selected by Applicant pursuant to competitive bidding procedures initiated by Applicant and limited to bidders who were qualified in Utility's judgment. Utility will perform the work of connecting the Facilities to its existing mains at the points designated on Exhibit A hereto.

- (b) If Contractor is to install the Facilities pursuant to the provisions of the preceding subparagraph (a), Applicant agrees that its construction contract ("Construction Contract") with Contractor shall specifically provide, among other things, that:
- i. The Construction Contract is entered into for the direct benefit of Utility who shall be entitled to institute and maintain legal proceedings to recover any damages it may sustain by reason of the failure of Contractor to duly perform the provisions of the Construction Contract, including, without limitation, the failure of Contractor to install the Facilities within the time herein provided and in accordance with said specifications;
 - ii. Installation of the Facilities shall be subject to the inspection and approval of Utility in all respects;
 - iii. Title to the Facilities shall vest in Utility in accordance with the provisions of paragraph 6 hereof;
 - iv. The insurance requirements of paragraph 5 hereof shall be fulfilled.
- (c) Applicant agrees to reimburse Utility upon demand by Utility for the cost to Utility of all replacements and repairs to the Facilities made necessary within one (1) year from completion of installation thereof by reason of defective materials or workmanship; such reimbursement shall not be subject to refund hereunder. Utility's acceptance of the Facilities shall under no circumstances be deemed to constitute approval of such materials and workmanship for purposes of the preceding sentence.
- (d) In the event Applicant prior to Utility's acceptance of the Facilities shall be unable to determine the size or location of any service required, Applicant shall deposit

with Utility the cost of such service at the time service is requested, and such service shall be installed by Utility. The amount of any such deposit so made by Applicant shall be added to Applicant's Advance Subject to Refund determined pursuant to the provisions of paragraph 9 hereof.

- (e) Applicant agrees to comply with applicable provisions of local building codes and/or ordinances relating to (i) interior plumbing requirements in new buildings covering toilets, shower heads, kitchen and lavatory faucets, as set forth in Section A.4.e.1. of the Rule, and (ii) design and operation of automatic irrigation systems in parks, median strips, landscaped public areas and landscaped areas surrounding condominiums, townhouses, apartments and industrial parks, as set forth in Section A.4.e.2. of the Rule.

5. Indemnity; Insurance.

- (a) Utility shall not be responsible or held liable in any manner whatsoever for any injury or damage which may be done to any person or property in the course of installation of the Facilities by or on behalf of Applicant or which may result from such installation, and Applicant agrees to indemnify Utility and hold it free, safe and harmless of, from and against any and all liability for the death of, or injury to, any person and for the loss of, or damage to, any property which may arise by reason of acts done or omitted to be done in the course of installation of the Facilities by or on behalf of Applicant or which may result from such installation, and Applicant further agrees to reimburse Utility upon demand for all costs and expenses which Utility may incur in resisting any claim which may be made against Utility for any such injury or damage to any person or property. Applicant

expressly agrees that the agreements contained in this paragraph shall survive the performance of the remainder of this Agreement and shall remain in full force and effect notwithstanding such performance.

Applicant further agrees that during the period beginning with the commencement of construction of the Facilities and terminating upon final acceptance of the same by Utility, the following insurance will be maintained in full force and effect by Applicant or Contractor (if the Facilities are to be installed by Contractor) without cost or expense to Utility: (i) Bodily injury liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per occurrence, and (ii) property damage insurance with a limit of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per accident, insuring Utility against any and all liability for the death of or injury to any person and for the loss of or damage to any property, respectively, which may arise by reason of acts done or omitted to be done in the course of installation of the Facilities or which may result from such installation, and further insuring Utility against all costs and expenses incurred by Utility in resisting any claim which may be made against Utility for any such injury or damage to any person or property.

Each such policy (A) shall be issued by an insurance company approved in writing by Utility, which is qualified to do and doing business in the State of California, (B.) shall name Utility as an additional insured, (C) shall specify that it acts as primary insurance and that no insurance effected by Utility shall be called upon to cover a loss under the policy so procured or caused to be procured by

- Applicant, (D) shall provide that the policy shall not be cancelled or altered without thirty (30) days' prior written notice to Utility, and (E) shall otherwise be in form satisfactory to Utility. Each such policy or a certificate thereof shall be delivered to Utility concurrently with execution of this Agreement.
- (b) An endorsement or a certificate thereof to the workers' compensation insurance policy of Applicant or Contractor (if the Facilities are to be installed by Contractor) providing that the underwriter thereof waives all right of subrogation against Utility by reason of any claim arising out of or connected with installation of the Facilities shall be delivered to Utility concurrently with execution of this Agreement. Said endorsement shall provide that it shall not be cancelled or altered without thirty (30) days' prior written notice to Utility.
6. Title to Facilities. Title to each part or portion of the Facilities shall pass to Utility forthwith as each such part or portion thereof shall be installed regard-less of whether the same shall be installed by Applicant or Contractor and regardless of whether the same shall be attached to the balance of Utility's system, provided, however, that such passage of title shall under no circumstances be deemed to constitute acceptance by Utility of the Facilities as installed in accordance with said specifications. Such acceptance may only be affected by appropriate written notice from Utility to Applicant. Applicant warrants that upon such passage of title, the title shall be free and clear of and from any and all liens, charges and encumbrances whatso-ever. Applicant agrees to use its best efforts to assist Utility in obtaining any and all permits, franchises or other governmental authorizations which may be required for the operation of the Facilities. Applicant further agrees that if so requested in writing by Utility subsequent to such

acceptance of the Facilities by Utility, as aforesaid, Applicant will promptly make, execute and deliver to Utility an instrument or instruments, in form satisfactory to Utility, which shall confirm such passage of title to Utility.

7. Street Grades. If the Facilities are installed in easements or rights of way where final grades have not been established by public authority, Applicant, upon written notice by Utility, shall deposit with Utility forthwith the estimated cost, as determined by Utility, of relocating, raising or lowering the 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 Facilities shall be made within ten (10) days after Utility has ascertained such actual cost. The net deposit representing actual cost shall not be subject to refund. Utility will refund the entire deposit relating to such proposed relocation, raising, or lowering when appropriate authority determines that such displacements are not required.
8. Applicant's Bond. Concurrently with execution of this Agreement Applicant shall deliver to Utility a surety bond in the aggregate amount of \$in form satisfactory to Utility, issued by a bonding company approved in writing by Utility which is qualified to do and doing business in the State of California guaranteeing unto Utility (a) the performance by Applicant and Contractor of all the obligations contracted to be performed hereunder, (b) installation of the facilities in accordance with the provisions hereof, (c) vesting in Utility of title to the Facilities in accordance with the provisions hereof, (d) reimbursement of the cost to Utility of all replacements and repairs to the Facilities made necessary within one (1) year from completion of installation thereof by reason of defective materials or workmanship, and (e) payment in full by Applicant or Contractor of the claims of all

persons performing labor upon or furnishing materials to be used in, or furnishing power contributing to, the Facilities.

9. Applicant's Advance Subject to Refund. Applicant agrees that promptly upon completion of installation of the Facilities in accordance with said specifications and acceptance of the same by Utility, Applicant will, at its own expense, furnish to Utility a reasonably detailed statement of the actual construction cost of the Facilities, subject to audit by Utility, including in said cost, (a) Applicant's Deposit, (b) the cost, if any, to Applicant of complying with the insurance requirements of paragraph 5 hereof, and (c) the cost, if any, to Applicant of the bond required by paragraph 8 hereof. The total amount of said actual cost as shown by said statement, or the sum of \$ _____ (being the price quoted by Utility to Applicant in Utility's detailed estimate of the cost of installation of the Facilities), whichever is the lesser, shall be conclusively deemed to be the actual construction cost of the Facilities and is herein referred to as Applicant's Advance Subject to Refund. Should quantities or footage installed differ from those originally estimated, Applicant's Advance Subject to Refund will be appropriately adjusted to reflect such difference. If, at any time following installation of the Facilities, Utility, upon written request of Applicant, shall abandon a portion of the Facilities, Utility shall promptly notify Applicant of the installed cost of the Facilities so abandoned, and Applicant's Advance Subject to Refund shall, as of the date of such notice by Utility, be reduced by the amount of such installed cost set forth in such notice.
10. Refunds. Provided that Applicant is not in default hereunder, Utility agrees to make annual refunds hereunder to Applicant in cash, without interest, for a period not to exceed forty (40) years from the date hereof, commencing not later than six months

after the first anniversary of the date hereof. Each such annual refund shall equal two and one-half percent (2½%) of Applicant's Advance Subject to Refund. If any portion of Applicant's Advance Subject to Refund shall not have been refunded upon termination of said 40-year period, Utility shall refund said portion to Applicant with the last refund payment hereunder. The total amount refunded hereunder shall not exceed Applicant's Advance Subject to Refund, without interest.

11. Utility's Right to Offset. In the event Applicant shall become entitled to a 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.

12. Notices. Any notice which it is herein provided 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 respective addresses:

To Applicant:

To Utility: San Jose Water Company
 110 West Taylor Street
 San Jose, CA 95110

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

13. Nature of Obligations; Assignment. 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. Until Applicant shall notify Utility in writing to the contrary, all refunds hereunder shall be paid by Utility to Applicant. Applicant may assign this Agreement only after (a) determination of the amount of Applicant's Advance Subject to Refund, and (b) written notice to Utility. Any such assignment shall apply only to those refunds hereunder which become due more than thirty (30) days after the date of receipt by Utility of such notice of assignment. Utility will not make any single refund payment hereunder to more than one person.

14. Successors and Assigns. Subject to the provisions of the preceding paragraph 13, this Agreement shall inure to the benefit of and shall bind the respective heirs, executors, administrators, successors and assigns of the parties hereto.

15. Jurisdiction of Public Utilities Commission. This Agreement shall at all times be subject to such changes or modifications by the Commission as the 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 date and year first above written.

APPLICANT

SAN JOSE WATER COMPANY

By: _____

By: _____

Its Vice President

By: _____

By: _____

Its Secretary

Form No. 11

Main Extension Contract "C Rule"

Distribution Plant

FIRE FLOW REQUIREMENTS EXCEED GENERAL ORDER NO. 103A

Subdivider Install

PLEASE REFER TO TARIFF BOOK FOR SAMPLE PAGE

(To be inserted by utility)

Advice Letter No.: 611

Decision No.: _____

Issued By

John Tang
NAME

Vice President, Regulatory Affairs
TITLE

(To be inserted by CPUC)

Date Filed: _____

Effective Date: _____

Resolution No.: _____

MAIN EXTENSION CONTRACT
"C RULE"
DISTRIBUTION PLANT

FIRE FLOW REQUIREMENTS EXCEED GENERAL ORDER NO. 103A
SUBDIVIDER INSTALL

THIS AGREEMENT, made and enter this _____ day of _____, 2_____, 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".

W I T N E S S E T H :

WHEREAS, the Applicant is the developer of that certain subdivision of real property situate, lying and being in the County of Santa Clara, State of California, which is known as _____ Subdivision, in accordance with the map thereof filed in the office of the County Recorder of said County on _____, 2_____ in Book _____ of Maps at Page _____, and which is hereinafter referred to as the "Subdivision"; and

WHEREAS, Applicant is now selling or proposes in the near future to sell lots in the Subdivision and to this end desires to have water service available in the Subdivision through and by means of mains and appurtenances, and by services (including service pipes, fittings, gates and housings therefor, and meter boxes), hereinafter referred to as the "Facilities," to be installed therein substantially as shown on that certain map prepared by Utility attached hereto, marked Exhibit A and by this reference made a part hereof; and

WHEREAS, upon the terms and conditions herein set forth, Applicant is willing to install the Facilities, or cause the same to be installed at its own expense, all in accordance with the provisions hereinafter set forth; and

WHEREAS, upon the terms and conditions herein set forth, Utility is willing to acquire the Facilities and 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 in its service area, or that may from time to time be lawfully established in said service area;

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

- 1. Applicant. The names, addresses and descriptions of the person or persons herein collectively referred to as "Applicant" are as follows:

<u>Name</u>	<u>Address</u>	<u>Description</u>
-------------	----------------	--------------------

- 2. Applicable Rule. This Agreement is entered into pursuant to the requirements and in accordance with the various applicable provisions of Utility's Main Extension Rule, hereinafter referred to as the "Rule", in effect and on file with the California Public Utilities Commission ("Commission"); a copy of the Rule is attached hereto as Exhibit "B". This Agreement does not, therefore, require specific authorization of the Commission to carry out its terms and conditions.

- 3. Applicant's Deposit. Utility's cost in preparing detailed plans, specifications and cost estimates for the Facilities is \$ _____ , and Utility's cost of inspecting the installation of the Facilities is \$ _____ , and Utility's

cost for installing the final connection(s) is \$_____. Utility hereby acknowledges receipt from Applicant of \$_____, representing the total of said costs. Upon completion of installation of the Facilities, Utility will connect the same to its existing mains and submit a statement of the cost thereof to Applicant. The aggregate amount of the fore-going costs is hereinafter referred to as "Applicant's Deposit".

4. Installation of Facilities.

(a) At Applicant's request, the Facilities are designed to meet fire flow requirements in excess of the minimum fire flows set forth in Section VII.I.(A) of the Commission's General Order No. 103A, as ordered by Decision 21-05-019, dated September 10, 2009. Applicant agrees to install the Facilities, or cause the same to be installed, at its own expense on or before _____, 2_____. The Facilities shall be installed strictly in accordance with the specifications attached hereto as Exhibit "C", and the installation thereof shall be subject to inspection by and approval of Utility in all respects. The Facilities shall be installed by Applicant, or by _____, a contractor, hereinafter referred to as "Contractor", selected by Applicant pursuant to competitive bidding procedures initiated by Applicant and limited to bidders who were qualified in Utility's judgment. Utility will perform the work of connecting the Facilities to its existing mains at the points designated on Exhibit "A" hereto.

- (b) If Contractor is to install the Facilities pursuant to the provisions of the preceding subparagraph (a), Applicant agrees that its construction contract ("Construction Contract") with Contractor shall specifically provide, among other things, that:
- (i) The Construction Contract is entered into for the direct benefit of Utility who shall be entitled to institute and maintain legal proceedings to recover any damages it may sustain by reason of the failure of Contractor to duly perform the provisions of the Construction Contract, including, without limitation, the failure of Contractor to install the Facilities within the time herein provided and in accordance with said specifications;
 - (ii) Installation of the Facilities shall be subject to the inspection and approval of Utility in all respects;
 - (iii) Title to the Facilities shall vest in Utility in accordance with the provisions of paragraph 6 hereof;
 - (iv) The insurance requirements of paragraph 5 hereof shall be fulfilled.
- (c) Applicant agrees to reimburse Utility upon demand by Utility for the cost to Utility of all replacements and repairs to the Facilities made necessary within one (1) year from completion of installation thereof by reason of defective materials or workmanship such reimbursement shall not be subject to refund hereunder. Utility's acceptance of the Facilities shall under no circumstances be deemed to constitute approval of such materials and workmanship for purposes of the preceding sentence.

- (d) In the event Applicant prior to Utility's acceptance of the Facilities shall be unable to determine the size or location of any service required, Applicant shall deposit with Utility the cost of such service at the time service is requested, and such service shall be installed by Utility. The amount of any such deposit so made by Applicant shall be added to Applicant's Advance Subject to Refund determined pursuant to the provisions of paragraph 9 hereof.
- (e) Applicant agrees to comply with applicable provisions of local building codes and/or ordinances relating to (i) interior plumbing requirements in new buildings covering toilets, shower heads, kitchen and lavatory faucets, as set forth in Section A.4.e.1. of the Rule, and (ii) design and operation of automatic irrigation systems in parks, median strips, landscaped public areas and landscaped areas surrounding condominiums, townhouses, apartments, and industrial parks, as set forth in Section A.4.e.2. of the Rule.
- (f) At the request of Applicant, certain designated mains shown on Exhibit "A" hereto are larger in size than the mains otherwise required to serve the Subdivision. The increase in cost of such increase in main size over the main size otherwise required to serve the Subdivision is the sum of \$.

5. Indemnity; Insurance.

- (a) Utility shall not be responsible or held liable in any manner whatsoever for any injury or damage which may be done to any person or property in the course of installation of the Facilities by or on behalf of Applicant or which may result from such installations, and Applicant agrees to indemnify Utility and hold it free, safe and harmless of, from and against any and all liability for the death of, or injury

to, any person and for the loss of, or damage to, any property which may arise by reason of acts done or omitted to be done in the course of installation of the Facilities by or on behalf of Applicant or which may result from such installation, and Applicant further agrees to reimburse Utility upon demand for all costs and expenses which Utility may incur in resisting any claim which may be made against Utility for any such injury or damage to any person or property. Applicant expressly agrees that the agreements contained in this paragraph shall survive the performance of the remainder of this Agreement and shall remain in full force and effect notwithstanding such performance.

Applicant further agrees that during the period beginning with the commencement of construction of the Facilities and terminating upon final acceptance of the same by Utility, the following insurance will be maintained in full force and effect by Applicant or Contractor (if the Facilities are to be installed by Contractor) without cost or expense to Utility: (i) bodily injury liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per occurrence, and (ii) property damage insurance with a limit of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per accident, insuring Utility against any and all liability for the death of or injury to any person and for the loss of or damage to any property, respectively, which may arise by reason of acts done or omitted to be done in the course of installation of the Facilities or which may result from such installation, and further insuring Utility against all costs and expenses incurred by Utility in

resisting any claim which may be made against Utility for any such injury or damage to any person or property.

Each such policy (A) shall be issued by an insurance company approved by Utility, which is qualified to do and doing business in the State of California, (B) shall name Utility as an additional insured, (C) shall specify that it acts as primary insurance and that no insurance effected by Utility shall be called upon to cover a loss under the policy so procured or caused to be procured by Applicant, (D) shall provide that the policy shall not be cancelled or altered without thirty (30) days' prior written notice to Utility, and (E) shall otherwise be in form satisfactory to Utility. Each such policy or a certificate thereof shall be delivered to Utility concurrently with execution of this Agreement.

- (b) An endorsement or a certificate thereof to the workers' compensation insurance policy of Applicant or Contractor (if the Facilities are to be installed by Contractor) providing that the underwriter thereof waives all right of subrogation against Utility by reason of any claim arising out of or connected with installation of the Facilities shall be delivered to Utility concurrently with execution of this Agreement. Said endorsement shall provide that it shall not be cancelled or altered without thirty (30) days' prior written notice to Utility.

6. Title of Facilities. Title to each part or portion of the Facilities shall pass to Utility forthwith as each such part or portion thereof shall be installed regardless of whether the same shall be installed by Applicant or Contractor and regardless of whether the same shall be attached to the balance of Utility's system, provided, however, that such passage of title shall under no circumstances be deemed to constitute acceptance by

Utility of the Facilities as installed in accordance with said specifications. Such acceptance may only be affected by appropriate written notice from Utility to Applicant.

Applicant warrants that upon such passage of title, the title shall be free and clear of and from any and all liens, charges and encumbrances whatsoever. Applicant agrees to use its best efforts to assist Utility in obtaining any and all permits, franchises or other governmental authorizations which may be required for the operation of the Facilities. Applicant further agrees that if so requested in writing by Utility subsequent to such acceptance of the Facilities by Utility, as aforesaid, Applicant will promptly make, execute and deliver to Utility an instrument or instruments, in form satisfactory to Utility, which shall confirm such passage of title to Utility.

7. Street Grades. If the Facility are installed in easements or rights of way where final grades have not been established by public authority, Applicant, upon written notice by Utility, shall deposit with Utility forthwith the Estimated Cost as determined by Utility, of relocating, raising or lowering the Facilities upon establishment of final grades. Adjustment of any difference between the amount so deposited and the actual cost of relocating, rising or lowering the Facilities shall be made within ten (10) days after Utility has ascertained such actual cost. The net deposit representing actual cost shall not be subject to refund. Utility will refund the entire deposit relating to such proposed relocation, raising or lowering when appropriate authority determines that such displacements are not required.
8. Applicant's Bond. Concurrently with execution of this Agreement Applicant shall deliver to Utility a surety bond in the aggregate amount of \$_____ in form satisfactory to Utility, issued by a bonding company approved in writing by Utility which

is qualified to do and doing business in the State of California guaranteeing unto Utility (a) the performance by Applicant and Contractor of all the obligations contracted to be performed hereunder, (b) installation of the Facilities in accordance with the provisions hereof, (c) vesting in Utility of title to the Facilities in accordance with the provisions hereof, (d) reimbursement of the cost to Utility of all replacements and repairs to the Facilities made necessary within one (1) year from completion of installation thereof by reason of defective materials or workmanship, and (e) payment in full by Applicant or Contractor of the claims of all persons performing labor upon or furnishing materials to be used in, or furnishing power contributing to, the Facilities.

9. Applicant's Advance Subject to Refund. Applicant agrees that promptly upon completion of installation of the Facilities in accordance with said specifications and acceptance of the same by Utility, Applicant will, at its own expense furnish to Utility a reasonably detailed statement of the actual construction cost of the Facilities, subject to audit by Utility, including in said cost, (a) Applicant's Deposit, (b) the cost, if any, to Applicant of complying with the insurance requirements of paragraph 5 hereof, and (c) the cost, if any, to Applicant of the bond required by paragraph 8 hereof. The total amount of said actual cost as shown by said statement, or the sum of \$_____ (being the price quoted by Utility to Applicant in Utility's detailed estimate of the cost of installation of the Facilities), whichever is the lesser, shall be conclusively deemed to be the actual construction cost of the Facilities, which actual construction cost less the sum of \$_____ (said sum being that portion of said actual construction cost attributable to the over-sizing of certain portions of the Facilities, as more particularly set forth in subparagraph 4(f) hereof) is herein referred to as

"Applicant's Advance Subject to Refund". Should quantities or footage installed differ from those originally estimated, Applicant's Advance Subject to Refund will be appropriately adjusted to reflect such difference.

If, at any time following installation of the Facilities, Utility, upon written request of Applicant, shall abandon a portion of the Facilities, Utility shall promptly notify Applicant of the installed cost of the Facilities so abandoned, and Applicant's Advance Subject to Refund shall, as of the date of such notice by Utility, be reduced by the amount of such installed cost set forth in such notice.

10. Refunds. Provided that Applicant is not in default hereunder, Utility agrees to make annual refunds hereunder to Applicant in cash, without interest, for a period not to exceed forty (40) years from the date hereof, commencing not later than six (6) months after the first anniversary of the date hereof. Each such annual refund shall equal two and one-half percent (2½%) of Applicant's Advance Subject to Refund. If any portion of Applicant's Advance Subject to Refund shall not have been refunded upon termination of said 40-year period, Utility shall refund said portion to Applicant with the last refund payment hereunder. The total amount refunded hereunder shall not exceed Applicant's Advance Subject to Refund, without interest.
11. Utility's Right to Offset. In the event Applicant shall become entitled to a 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.
12. Notices. Any notice which it is herein provided may or shall be given or 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 respective addresses:

To Applicant:

To Utility: San Jose Water Company
110 West Taylor Street
San Jose, CA 95110

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

13. Nature of Obligations; Assignment. 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. Until Applicant shall notify Utility in writing to the contrary, all refunds hereunder shall be paid by Utility to _____

_____ .
Applicant may assign this Agreement only after (a) determination of the amount of Applicant's Advance Subject to Refund, and (b) written notice to Utility. Any such assignment shall apply only to those refunds hereunder which become due more than thirty (30) days after the date of receipt by Utility of such notice of assignment. Utility will not make any single refund payment hereunder to more than one person.

14. Successors and Assigns. Subject to the provisions of the preceding paragraph 13, this Agreement shall inure to the benefit of and shall bind the respective heirs, executors, administrators, successors and assigns of the parties hereto.

15. Jurisdiction of Public Utilities Commission. This Agreement shall at all times be subject to such changes or modifications by the Commission as the 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 date and year first above written.

APPLICANT

SAN JOSE WATER COMPANY

By: _____

By: _____

Its Vice President

By: _____

By: _____

Its Secretary

SAN JOSE WATER COMPANY (U-168-W)

110 West Taylor Street
San Jose, CA 95110

Revised

CPUC Sheet No.

2317-W

Canceling

CPUC Sheet No.

459-W

Form No. 12

Main Extension Contract "C Rule"

Distribution Plant

FIRE FLOW REQUIREMENTS EXCEED GENERAL ORDER NO. 103A

Subdivider Install - Utility Oversizing

PLEASE REFER TO TARIFF BOOK FOR SAMPLE PAGE

(To be inserted by utility)

Advice Letter No.: 611

Decision No.: _____

Issued By

John Tang
NAME

Vice President, Regulatory Affairs
TITLE

(To be inserted by CPUC)

Date Filed: _____

Effective Date: _____

Resolution No.: _____

MAIN EXTENSION CONTRACT
"C RULE"
DISTRIBUTION PLANT

FIRE FLOW REQUIREMENTS EXCEED GENERAL ORDER NO. 103A
SUBDIVIDER INSTALL – UTILITY OVERSIZING

THIS AGREEMENT, made and enter this _____ day of _____, 2_____, 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".

W I T N E S S E T H :

WHEREAS, the Applicant is the developer of that certain subdivision of real property situate, lying and being in the County of Santa Clara, State of California, which is known as _____ Subdivision, in accordance with the map thereof filed in the office of the County Recorder of said County on _____, 2_____, in Book _____ of Maps at Page _____, and which is hereinafter referred to as the "Subdivision"; and

WHEREAS, Applicant is now selling or proposes in the near future to sell lots in the Subdivision and to this end desires to have water service available in the Subdivision through and by means of mains and appurtenances, and by services (including service pipes, fittings, gates and housings therefor, and meter boxes), hereinafter referred to as the "Facilities," to be installed therein substantially as shown on that certain map prepared by Utility attached hereto, marked Exhibit A and by this reference made a part hereof; and

WHEREAS, upon the terms and conditions herein set forth, Applicant is willing to install the Facilities, or cause the same to be installed, at its own expense, all in accordance with the provisions hereinafter set forth; and

WHEREAS, upon the terms and conditions herein set forth, Utility is willing to acquire the Facilities and 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 in its service area, or that may from time to time be lawfully established in said service area;

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

1. Applicant. The names, addresses and descriptions of the person or persons herein collectively referred to as "Applicant" are as follows:

<u>Name</u>	<u>Address</u>	<u>Description</u>
-------------	----------------	--------------------

2. Applicable Rule. This Agreement is entered into pursuant to the requirements and in accordance with the various applicable provisions of Utility's Main Extension Rule, herein-after referred to as the "Rule", in effect and on file with the California Public Utilities Commission ("Commission"); a copy of the Rule is attached hereto as Exhibit "B". This Agreement does not, therefore, require specific authorization of the Commission to carry out its terms and conditions.
3. Applicant's Deposit. Utility's cost in preparing detailed plans, specifications and cost estimates for the Facilities is \$ _____ , and Utility's cost of inspecting the installation of the Facilities is \$ _____ , and Utility's

cost for installing the final connection(s) is \$_____. Utility hereby acknowledges receipt from Applicant of \$_____, representing the total of said costs. Upon completion of installation of the Facilities, Utility will connect the same to its existing mains and submit a statement of the cost thereof to Applicant. The aggregate amount of the foregoing costs is hereinafter referred to as "Applicant's Deposit".

4. Installation of Facilities.

(a) At Utility's instance, the Facilities are designed to meet fire flow requirements in excess of the minimum fire flows set forth in Section VII.I.(A) of the Commission's General Order No. 103A, as ordered by Decision 21-05-019, dated September 10, 2009. Applicant agrees to install the Facilities, or cause the same to be installed, at its own expense on or before _____, 2_____.

The Facilities shall be installed strictly in accordance with the specifications attached hereto as Exhibit "C", and the installation thereof shall be subject to inspection by and approval of Utility in all respects. The Facilities shall be installed by Applicant, or by _____, a contractor, hereinafter referred to as "Contractor", selected by Applicant pursuant to competitive bidding procedures initiated by Applicant and limited to bidders who were qualified in Utility's judgment. Utility will perform the work of connecting the Facilities to its existing mains at the points designated on Exhibit "A" hereto.

(b) If Contractor is to install the Facilities pursuant to the provisions of the preceding subparagraph (a), Applicant agrees that its construction contract ("Construction Contract") with Contractor shall specifically provide, among other things, that:

- (i) The Construction Contract is entered into for the direct benefit of Utility who shall be entitled to institute and maintain legal proceedings to recover any damages it may sustain by reason of the failure of Contractor to duly perform the provisions of the Construction Contract, including, without limitation, the failure of Contractor to install the Facilities within the time herein provided and in accordance with said specifications;
 - (ii) Installation of the Facilities shall be subject to the inspection and approval of Utility in all respects;
 - (iii) Title to the Facilities shall vest in Utility in accordance with the provisions of paragraph 6 hereof;
 - (iv) The insurance requirements of paragraph 5 hereof shall be fulfilled.
- (c) Applicant agrees to reimburse Utility upon demand by utility for the cost to Utility of all replacements and repairs to the Facilities made necessary within one (1) year from completion of installation thereof by reason of defective materials or workmanship; such reimbursement shall not be subject to refund hereunder. Utility's acceptance of the Facilities shall under no circumstances be deemed to constitute approval of such materials and workmanship for purposes of the preceding sentence.
- (d) In the event Applicant prior to Utility's acceptance of the Facilities shall be unable to determine the size or location of any service required, Applicant shall deposit with Utility the cost of such service at the time service is requested, and such service shall be installed by Utility. The amount of any such deposit so made by

- Applicant shall be added to Applicant's Advance Subject to Refund determined pursuant to the provisions of paragraph 9 hereof.
- (e) Applicant agrees to comply with applicable provisions of local building codes and/or ordinances relating to (i) interior plumbing requirements in new buildings covering toilets, shower heads, kitchen and lavatory faucets, as set forth in Section A.4.e.1. of the Rule, and (ii) design and operation of automatic irrigation systems in parks, median strips, landscaped public areas and landscaped areas surrounding condominiums, townhouses, apartments and industrial parks, as set forth in Section A.4.e.2. of the Rule.
- (f) For the convenience of Utility, certain designated mains shown on Exhibit "A" hereto are larger in size than the mains otherwise required to serve the Subdivision. Utility agrees to pay Applicant within thirty (30) days after the date of receipt by Utility of Applicant's detailed statement of actual construction cost of the Facilities required by the provisions of paragraph 9 hereof or within thirty (30) days after the date of notice of acceptance of the Facilities by Utility provided in paragraph 7 hereof, whichever shall occur the earlier, the sum of \$ _____ , being the increase in cost of such increase in main size over the main size otherwise required to serve the Subdivision.

5. Indemnity; Insurance.

- (a) Utility shall not be responsible or held liable in any manner whatsoever for any injury or damage which may be done to any person or property in the course of installation of the Facilities by or on behalf of Applicant or which may result from such installation, and Applicant agrees to indemnify Utility and hold it free, safe

and harmless of, from and against any and all liability for the death of, or injury to, any person and for the loss of, or damage to, any property which may arise by reason of acts done or omitted to be done in the course of installation of the Facilities by or on behalf of Applicant or which may result from such installation, and Applicant further agrees to reimburse Utility upon demand for all costs and expenses which Utility may incur in resisting any claim which may be made against Utility for any such injury or damage to any person or property. Applicant expressly agrees that the agreements contained in this paragraph shall survive the performance of the remainder of this Agreement and shall remain in full force and effect notwithstanding such performance.

Applicant further agrees that during the period beginning with the commencement of construction of the Facilities and terminating upon final acceptance of the same by Utility, the following insurance will be maintained in full force and effect by Applicant or Contractor (if the Facilities are to be installed by Contractor) without cost or expense to Utility: (i) bodily injury liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per occurrence, and (ii) property damage insurance with a limit of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per accident, insuring Utility against any and all liability for the death of or injury to any person and for the loss of or damage to any property, respectively, which may arise by reason of acts done or omitted to be done in the course of installation of the Facilities or which may result from such installation, and further insuring Utility against all costs and expenses incurred by Utility in

resisting any claim which may be made against Utility for any such injury or damage to any person or property.

Each such policy (A) shall be issued by an insurance company approved by Utility, which is qualified to do and doing business in the State of California, (B) shall name Utility as an additional insured, (C) shall specify that it acts as primary insurance and that no insurance effected by Utility shall be called upon to cover a loss under the policy so procured or caused to be procured by Applicant, (D) shall provide that the policy shall not be cancelled or altered without thirty (30) days' prior written notice to Utility, and (E) shall otherwise be in form satisfactory to Utility. Each such policy or a certificate thereof shall be delivered to Utility concurrently with execution of this Agreement.

(b) An endorsement or a certificate thereof to the workers' compensation insurance policy of Applicant or Contractor (if the Facilities are to be installed by Contractor) providing that the underwriter thereof waives all right of subrogation against Utility by reason of any claim arising out of or connected with installation of the Facilities shall be delivered to Utility concurrently with execution of this Agreement. Said endorsement shall provide that it shall not be cancelled or altered without thirty (30) days' prior written notice to Utility.

6. Title to Facilities. Title to each part or portion of the Facilities shall pass to Utility forthwith as each such part or portion thereof shall be installed regardless of whether the same shall be installed by Applicant or Contractor and regardless of whether the same shall be attached to the balance of Utility's system, provided, however, that such passage of title shall under no circumstances be deemed to constitute acceptance by

Utility of the Facilities as installed in accordance with said specifications. Such acceptance may only be affected by appropriate written notice from Utility to Applicant. Applicant warrants that upon such passage of title, the title shall be free and clear of and from any and all liens, charges and encumbrances whatsoever. Applicant agrees to use its best efforts to assist Utility in obtaining any and all permits, franchises or other governmental authorizations which may be required for the operation of the Facilities. Applicant further agrees that if so requested in writing by Utility, subsequent to such acceptance of the Facilities by Utility, as aforesaid, Applicant will promptly make, execute and deliver to Utility an instrument or instruments, in form satisfactory to Utility, which shall confirm such passage of title to Utility.

7. Street Grades. If the Facilities are installed in easements or rights of way where final grades have not been established by public authority, Applicant, upon written notice by Utility, shall deposit with Utility forthwith the Estimated Cost, as determined by Utility, of relocating, raising or lowering the 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 Facilities shall be made within ten (10) days after Utility has ascertained such actual cost. The net deposit representing actual cost shall not be subject to refund. Utility will refund the entire deposit relating to such proposed relocation, raising or lowering when appropriate authority determines that such displacements are not required.
8. Applicant's Bond. Concurrently with execution of this Agreement Applicant shall deliver to Utility a surety bond in the aggregate amount of \$_____ in form satisfactory to Utility, issued by a bonding company approved in writing by Utility which

is qualified to do and doing business in the State of California guaranteeing unto Utility (a) the performance by Applicant and Contractor of all the obligations contracted to be performed hereunder, (b) installation of the Facilities in accordance with the provisions hereof, (c) vesting in Utility of title to the Facilities in accordance with the provisions hereof, (d) reimbursement of the cost to Utility of all replacements and repairs to the Facilities made necessary within one (1) year from completion of installation thereof by reason of defective materials or workmanship, and (e) payment in full by Applicant or Contractor of the claims of all persons performing labor upon or furnishing materials to be used in, or furnishing power contributing to, the Facilities.

9. Applicant's Advance Subject to Refund. Applicant agrees that promptly upon completion of installation of the Facilities in accordance with said specifications and acceptance of the same by Utility, Applicant will, at its own expense, furnish to Utility a reasonably detailed statement of the actual construction cost of the Facilities, subject to audit by Utility, including in said cost, (a) Applicant's Deposit, (b) the cost, if any, to Applicant of complying with the insurance requirements of paragraph 5 hereof, and (c) the cost, if any, to Applicant of the bond required by paragraph 8 hereof. The total amount of said actual cost as shown by said statement, or the sum of \$ _____ (being the price quoted by Utility to Applicant in Utility's detailed estimate of the cost of installation of the Facilities), whichever is the lesser, shall be conclusively deemed to be the actual construction cost of the Facilities, which actual construction cost less the sum of \$(said sum being that portion of said actual construction cost attributable to the oversizing of certain portions of the Facilities, as more particularly set forth in subparagraph 4(f) hereof) is herein referred to as "Applicant's Advance Subject to

Refund". Should quantities or footage installed differ from those originally estimated, Applicant's Advance Subject to Refund will be appropriately adjusted to reflect such difference.

If, at any time following installation of the Facilities, Utility, upon written request of Applicant, shall abandon a portion of the Facilities, Utility shall promptly notify Applicant of the installed cost of the Facilities so abandoned, and Applicant's Advance Subject to Refund shall, as of the date of such notice by Utility, be reduced by the amount of such installed cost set forth in such notice.

10. Refunds. Provided that Applicant is not in default hereunder, Utility agrees to make annual refunds hereunder to Applicant in cash, without interest, for a period not to exceed forty (40) years from the date hereof, commencing not later than six (6) months after the first anniversary of the date hereof. Each such annual refund shall equal two and one-half percent (2½%) of Applicant's Advance Subject to Refund. If any portion of Applicant's Advance Subject to Refund shall not have been refunded upon termination of said forty-year period, Utility shall refund said portion to Applicant with the last refund payment hereunder. The total amount refunded hereunder shall not exceed Applicant's Advance Subject to Refund, without interest.
11. Utility's Right to Offset. In the event Applicant shall become entitled to a 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.
12. Notices. Any notice which it is herein provided 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 respective addresses:

To Applicant:

To Utility: San Jose Water Company
 110 West Taylor Street
 San Jose, CA 95110

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

13. Nature of Obligations; Assignment. 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. Until Applicant shall notify Utility in writing to the contrary, all refunds hereunder shall be paid by Utility to _____

_____ .
Applicant may assign this Agreement only after (a) determination of the amount of Applicant's Advance Subject to Refund, and (b) written notice to Utility. Any such assignment shall apply only to those refunds hereunder which become due more than thirty (30) days after the date of receipt by Utility of such notice of assignment. Utility will not make any single refund payment hereunder to more than one person.

14. Successors and Assigns. Subject to the provisions of the preceding paragraph 13, this Agreement shall inure to the benefit of and shall bind the respective heirs, executors, administrators, successors and assigns of the parties hereto.

15. Jurisdiction of Public Utilities Commission. This Agreement shall at all times be subject to such changes or modifications by the Commission as the 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 date and year first above written.

APPLICANT

SAN JOSE WATER COMPANY

By: _____

By: _____

Its Vice President

By: _____

By: _____

Its Secretary

SAN JOSE WATER COMPANY (U-168-W)

110 West Taylor Street
San Jose, CA 95110

Revised

CPUC Sheet No.

2318-W

Canceling

CPUC Sheet No.

847-W

Form No. 22

Questionnaire for Domestic Service

Installation Larger Than 1 Inch

PLEASE REFER TO TARIFF BOOK FOR SAMPLE FORM

PLEASE REFER TO TARIFF BOOK FOR SAMPLE PAGE

(To be inserted by utility)

Advice Letter No.: 611

Decision No.: _____

Issued By

John Tang

NAME

Vice President, Regulatory Affairs

TITLE

(To be inserted by CPUC)

Date Filed: _____

Effective Date: _____

Resolution No.: _____



WATER SERVICE QUESTIONNAIRE

Service Installation Agreement with: Owner Applicant Date: _____

Service Applicant's Name: _____

Applicant's Mailing Address: _____

Applicant's Phone No. _____

Applicant's Email Address: _____

Owner's Name: _____ Same as above

Address to be served: _____ Same as above

Owner's Phone No.: _____

Use of lot: Apartments Public Schools Residential Other
 Motels Hotels/ Restaurants Subdivision
 Condominiums Hospitals Shopping Centers
 Trailer Parks Public Buildings

Size of Service Requested: Unknown 3/4" 1" 1.5" 2" 3" 4" 6" 8" or larger

Size of Consumer Pipe: Unknown 3/4" 1" 1.5" 2" 3" 4" 6" 8" or larger

Estimated length of pipe from the water meter to the building: _____ feet

Is there a well on the property? Yes No Any reclaimed/recycled water? Yes No

Will consumer use a pump to boost the pressure? Yes No Pump rate (gpm) _____

Will there be landscape irrigation off this service? Yes No Max irrigation demand (gpm) _____

Complete the *quantity* of the following:

- A. Toilet - Tank Type _____
- B. Toilet - Flush-Valve _____
- C. Urinal _____
- D. Bathtub Only _____
- E. Shower Only _____
- F. Bathtub/Shower Combo _____
- G. Clothes Washer _____
- H. Lavatory _____
- I. Kitchen Sink _____
- J. Laundry Tub _____
- K. Dishwasher _____
- L. Bar Sink _____
- M. Hose Bibb _____
- N. Drinking Fountain _____
- O. Misc. (describe) _____



Fire Sprinkler requirements (select one):

None / Fire Service Fire Sprinklers Required _____ Flow (in gpm) per Fire Consultant

Briefly Describe Project: _____

Applicant's/Owner's Signature: _____ Date: _____

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:

<u>Subject Matter of Sheet</u>	<u>CPUC Sheet No.</u>
Title	1495-W
Table of Contents	2319-W, 2320-W, and 2321-W (C)
Preliminary Statement	919-W, 1303-W, 2032-W, 2212-W, 2213-W, 2035-W, 2058-W, 2037-W, 2277-W, 2040-W, 2041-W, 2215-W, 2087-W, 2125-W, 2155-W, 2216-W, 2217-W, 2236-W, 2252-W, 2263-W, and 2279-W
Service Area Map Locator	1266-W
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Rate Schedule:	
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Schedule No. 1B General Metered Service With Automatic Fire Sprinkler System	2306-W, 1741-W, 2183-W, and 2239-W
Schedule No. 1C General Metered Service Mountain District	2307-W, 1884-W, 1952-W, 2184-W, and 2240-W
Schedule No. 4 Private Fire Service	2308-W, and 2187-W
Schedule No. 9C Construction and Other Temporary Metered Service	1118-W, and 1094-W
Schedule No. 10R Service to Employee	152-W
Schedule No. 14.1 Water Shortage Contingency Plan With Stage Mandatory Reductions and Drought Surcharges	2131-W, 2132-W, and 2133-W 2134-W, 2149-W, 2136-W, and 2137-W 2138-W, 2139-W, and 2146-W
Schedule No. RW Raw Water Metered Service	2309-W, 2303-W, and 2241-W
Schedule No. RCW Recycled Water Metered Service	2310-W, and 2242-W
Schedule No. UF Surcharge to Fund Public Utilities Commission Reimbursement Fee	2290-W
Schedule No. CAP Customer Assistance Program	2294-W, and 2056-W
Schedule No. AMI Advanced Metering Infrastructure Opt-Out Fee	2281-W
List of Contractss and Deviations	2246-W, and 2261-W

(Continued)

(To be inserted by utility)

Issued By

(To be inserted by CPUC)

Advice Letter No.: 611

John Tang

Date Filed: _____

Decision No.: _____

NAME

Effective Date: _____

Vice President, Regulatory Affairs

Resolution No.: _____

TITLE

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(Continued)

Subject Matter of Sheet

CPUC Sheet No.

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Rule No. 2	Description of Service	525-W	(L)
Rule No. 3	Application for Service	2143-W, and 2144-W	(L)
Rule No. 4	Contracts	352-W	(L)
Rule No. 5	Special Information Required on Forms	2066-W, 2067-W, and 2068-W	(L)
Rule No. 6	Establishment and Re	354-W	(L)
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Rule No. 8	Notices	2017-W, 2069-W, and 2070-W	(L)
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Rule No. 22	Customer Information Sharing	2158-W	

(Continued)

(To be inserted by utility)

Issued By

(To be inserted by CPUC)

Advice Letter No.: 611

John Tang

Date Filed: _____

Decision No.: _____

NAME

Effective Date: _____

Vice President, Regulatory Affairs

Resolution No.: _____

TITLE

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Form No. 1A Application for Water Service (On, Off, In, Out, and Change)	379-W (L)
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Form No. 12 Main Extension Contract "C Rule" - Subdivider Install Oversizing	2317-W (T)
Form No. 22 Questionnaire for Domestic Service Installations Larger Than 1 Inch	2318-W (T)
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(To be inserted by utility)

Advice Letter No.: 611
 Decision No.: _____

Issued By

John Tang
 NAME

 Vice President, Regulatory Affairs
 TITLE

(To be inserted by CPUC)

Date Filed: _____
 Effective Date: _____
 Resolution No.: _____

SAN JOSE WATER COMPANY (U-168-W)

ADVICE LETTER 611 SERVICE LIST

Big Redwood Park Water	waldoburford@gmail.com;
Brush & Old Well Mutual Water Company	johan.overby@gmail.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	chadm@cupertino.org;
City of Milpitas	tndah@ci.milpitas.ca.gov ;
City of Milpitas	nthomas@milpitas.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	jliem@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;