



# SAN JOSE WATER

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

April 24, 2023

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

Advice Letter No. 593

To Whom It May Concern:

San Jose Water Company (U-168-W) (SJWC) hereby requests authority from the California Public Utilities Commission (CPUC) to highlight the changes in tariff schedules applicable to its service area which are attached :

<u>Cal. P.U.C Sheet No.</u>	<u>Title of Sheet</u>	<u>Cancelling Cal. P.U.C. Sheet No.</u>
2246-W	List of Contracts and Deviations	2092-W
2247-W	Table of Contents	2245-W

## Purpose

These tariffs are submitted pursuant to General Orders (G.O.) Nos. 96-B, Water Industry Rules 4.3, 7.3.2.(2) and 8.3. This advice letter is designated a Tier II Advice Letter in compliance with General Order 96-B, Water Industry Rule 7.3.2.(2).

By this filing SJWC submits an interruptible special contract (Attachment A) for Commission approval. This contract satisfies the five standards established in Commission Resolution W-3937, dated September 7, 1995 (W-3937). Consequently, this advice letter proposes to add this contract to SJWC's "*List of Contracts and Deviations*" tariff sheet.

The Domestic Water Contract for Interruptible Service (Contract) being submitted with this filing (Attachment A) requests interruptible domestic water service to two parcels on Old Santa Cruz Highway within the unincorporated area of the County of Santa Clara. These parcels are owned by Deborah Webb Family Trust and currently served from a well that is failing. A service connection has been requested for each parcel. Exhibit A of Attachment A shows the location of this property (APN 558-08-142 & 555-08-138) where the new service connection would be installed on Old Santa Cruz Highway within SJWC's Mountain District service area.

The owner of this parcel is willing to accept an interruptible service as dictated by the contract. Because of this situation, SJWC is willing in this case to provide service on a limited basis for the well-being of the parcel owner. To minimize impacts to existing Mountain District customers, the service will include a flow limiter to limit peak flow at the service to 10 gallons per minute.

Pursuant to the contract the owner will be charged for water service pursuant to SJWC's Schedule No. 1, "*General Metered Service*" or its successor tariff that may be in place from time to time. The services pursuant to this contract will also be subject to any other rate restrictions that may be imposed by tariff as a result of drought conditions (Rule 14.1 or Schedule 14.1) or any other special unforeseen condition. Note that this will not be a service area extension, but rather provision of an interruptible service to a independent customer outside of SJWC's service area.

Resolution W-3937 established the following five criteria for submitting special contracts for interruptible service approval through an Advice Letter:

- (1) *The customer cannot be served at G.O 103 standards at a reasonable cost,*
- (2) *The customer is willing to take service at less than G.O. 103 standards,*
- (3) *The limitations will be recorded as a deed restriction,*
- (4) *The residence to be served is in an area in which additional growth is unlikely, and*
- (5) *The final installation, including customer-provided facilities, meets all local permit requirements.*

The domestic water service proposed in this contract satisfies the five criteria as shown below:

- (1) These parcels can be served at G.O. 103 standards for pressure and location. However, in order to minimize impacts to existing Mountain District customers, the service will include a flow limiter to limit peak flow at the service to 10 gallons per minute.
- (2) As provided in the Contract, the owner is willing to take service at less than GO 103A standards.
- (3) A copy of the deed restriction to be filed is included as Attachment A to the Contract.
- (4) The parcels to be served is in an area where additional growth is unlikely due to the wooded terrain and lot size building limitations by the County of Santa Clara.
- (5) Permitting related to the installation of this service will be at the owner's request through the County of Santa Clara.

As required by GO 96B, Water Industry Rule 8.3, the Contract contains the provision that:

*"This Contract may not become effective until it is approved by the California Public Utilities Commission ("CPUC"). This Contract at all times shall be subject to the jurisdiction of the CPUC, and hence, to any modifications as the CPUC may direct from time to time in the exercise of its jurisdiction."*

Effective Date

SJWC requests an effective date of May 24, 2023

### Protests and Responses

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

- 1) The utility did not properly serve or give notice of the advice letter;
- 2) The relief requested in the advice letter would violate statute or Commission order, or is not authorized by statute or Commission order on which the utility relies;
- 3) The analysis, calculations, or data in the advice letter contain material error or omissions;
- 4) The relief requested in the advice letter is pending before the Commission in a formal proceeding;
- 5) The relief requested in the advice letter requires consideration in a formal hearing, or is otherwise inappropriate for the advice letter process; or
- 6) The relief requested in the advice letter is unjust, unreasonable, or discriminatory (provided that such a protest may not be made where it would require relitigating a prior order of the Commission).

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

Tariff Unit, Water Division, 3<sup>rd</sup> floor  
California Public Utilities Commission,  
505 Van Ness Avenue  
San Francisco, CA 94102  
[water\\_division@cpuc.ca.gov](mailto: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 or email 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](mailto: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 Attachment B.

SJWC Currently has Advice Letter 590, 591, 592 outstanding before the Commission.

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

Very truly yours,

/S/ Nanci Tran  
Nanci Tran  
Manager of Regulatory Affairs

Attachments

List of Contracts and Deviations

Name & Location of Customer	Type or Class of Service	Execution & Expiration Dates	Commission Authorization Number & Date	Schedule No.	Most Comparable Regular Tariff
					Contract Differences
The Gregory Group 220 Twin Dolphin Drive Suite C Redwood City, CA 94065	Domestic Water	As approved by	As approved by	15	15 Modified
Redhill Road APN#517-23-039	Domestic Water		W-3937	1	Below G.O. 103 Minimum Pressure
Redhill Road APN#517-23-041	Domestic Water		W-3937	1	Below G.O. 103 Minimum Pressure
Golf Club at Boulder Ridge	Raw Water			RW	Pricing
233 Forrester Road APN#537-21-010	Domestic Water		W-3937	1	Below G.O. 103 Temporary and Interruptible Service
KB Home, Developer Tuscany Hills 230 Forrester Road APN#537-22-018	Main Extension Contract Domestic Water		W-3937	Rule No. 15 1	Special Facilities, Developer Install Below G.O. 103 Temporary and Interruptible Service
Davidon Homes	Main Extension Contract			Rule No. 15	Utility and Developer Install
Mountain Springs Mutual Water Company APN#558-08-022	Domestic Water		W-3937	1C	Interruptible Service
Chemeketa Park Mutual Water Company APN#558-13- 011,014,016	Domestic Water		W-3937	1C	Interruptible Service
Old Santa Cruz Highway APN#558-08-119 APN#558-08-130	Domestic Water		W-3937	1C	Interruptible Service
Old Santa Cruz Highway APN#558-13-004	Domestic Water		W-3937	1C	Interruptible Service
Old Santa Cruz Highway APN#558-08-074	Domestic Water		W-3937	1C	Interruptible Service
Old Santa Cruz Highway APN#558-08-142 APN#558-08-138	Domestic Water		W-3937	1C	Interruptible Service (N)

(To be inserted by

Issued by

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

utility) Advice No. 593

John Tang  
Vice President

Date Filed  
Effective

Dec. No.

Regulatory Affairs

Resolution No.

TITLE

## TABLE OF CONTENTS

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

Subject Matter of Sheet	C.P.U.C. Sheet No.	
Title		
Table of Contents	2247-W, 2161-W and 2174-W	(C)
Preliminary Statement	919-W, 1303-W, 2032-W, 2212-W, 2213-W, 2035-W, 2058-W, 2037-W, 2214-W, 2040-W, 2041-W, 2215-W, 2087-W, 2244-W, 2155-W, 2216-W, 2217-W, 2236-W	
Service Area Map Locator	1266-W	
Service Area Map Locator, Index	2101-W	
Map of Areas with Special Pressure and FireFlow Conditions	2116-W	
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Rate Schedules:		
Schedule No. 1, General Metered Service	2225-W, 2176-W and 2238-W	
Schedule No. 1B, General Metered Service With Automatic Fire Sprinkler System	2226-W, 1741-W, 2183-W, 2239-W, 2240-W, 2227-W, 1952-W, 1884-W and 2184-W, 2221W	
Schedule No. 1C, General Metered Service Mountain District	2228-W and 2187-W	
Schedule No. 4, Private Fire Service	1118-W and 1094-W	
Schedule No. 9C, Construction and Other Temporary Metered Service	152-W 2131-W, 2132-W, 2133-W	
Schedule No. 10R, Service to Employees	2134-W, 2149-W, 2136-W, 2137-W	
Schedule No. 14.1 Water Shortage Contingency Plan with Staged Mandatory Reductions and Drought Surcharges	2138-W, 2139-W, 2146-W 2229-W, 2203, 2241-W, 2230-W, 2242-W	
Schedule No. RW, Raw Water Metered Service	2234-W	
Schedule No. RCW, Recycled Water Metered Service		
Schedule No. UF, Surcharge to Fund Public Utilities Commission, Reimbursement Fee		
Schedule No. WRAP, Water Rate Assistance Program	2170-W and 2056-W	
List of Contracts and Deviations	2246-W and 2103-W	(C)
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No. 1 - Definitions	2064-W and 2065-W	
No. 2 - Description of Service	525-W	
No. 3 - Application for Service	2143-W, 2144-W	
No. 4 - Contracts	352-W	
No. 5 - Special Information Required on Forms	2066-W, 2067-W and 2068-W-W	
No. 6 - Establishment and Re-establishment of Credit	354-W	
No. 7 - Deposits	355-W and 356-W	
No. 8 - Notices	2069-W, 2070-W and 2017-W	
No. 9 - Rendering and Payment of Bills	2188-W, 2189-W and 2190-W	

(Continued)

(To be inserted by utility)

Issued by

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

Advice No. 593

JOHN TANG  
Vice President,  
Regulatory Affairs

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

Dec. No.

**SAN JOSE WATER COMPANY**

**ADVICE LETTER NO. 593**

**ATTACHMENT A**



1265 S. Bascom Avenue  
San Jose, CA 95128-3514

Writer's Direct Line: (408) 279-7874

Email: jim.bariteau@sjwater.com

April 11, 2023

Deborah Webb  
Deborah Webb Family Trust  
22187 Old Santa Cruz Highway  
Los Gatos, CA

REFERENCE: 22187 Old Santa Cruz Highway  
APN 558-08-142  
22185 Old Santa Cruz Highway  
APN 558-08-138

Dear Mr. Webb:

Pursuant to recent conversations with Bill Rippe with Compass, please find attached the service contracts for your action. Since the signed contracts need to be filed with the California Public Utilities Commission (Commission), please execute the documents and a copy will be returned to you via DocuSign. I can then forward them to our Regulatory Affairs Department for filing. The filing procedure may take 60 – 90 days.

When we receive approval from the Commission, you will need to execute the COVENANTS FOR DOMESTIC SERVICE WATER SERVICE, have the signatures notarized, and record the documents at the Office of County Recorder. I will send you these documents and an agreement to install the services after we receive Commission approval.

If you have any questions, please contact me at (408) 279-7874. We would also be happy to meet with you virtually to discuss further the information contained in this letter.

Sincerely,

A handwritten signature in blue ink that reads 'James R. Bariteau'.

JAMES R. BARITEAU  
Senior Water Services Representative

JRB:jrb  
Deborah Webb (Cover Letter).pdf  
Attachments

cc: Bill Rippe (e-mail copy only)



DOMESTIC WATER CONTRACT  
FOR INTERRUPTIBLE SERVICE

**Deborah Webb Family Trust dated May 1, 2013** ("Owner") as the owner of APN 558-01-138 with an existing residence located at 22185 Old Santa Cruz Highway within the unincorporated area of the County of Santa Clara is hereby offered the right to purchase domestic water from San Jose Water Company ("Utility") upon acknowledgement and acceptance of the following terms and conditions (the "Contract"):

1. Water delivery to the Owner will consist of and be limited to one General Metered Service (Service), only, to be sized at  $\frac{3}{4}$ ". The rate charged for the readiness to serve charge, water charges and any other applicable charges and special conditions will be as set forth in the Utility's regular tariff for domestic water for the Mountain District or its successor tariff that may be in place from time to time. The services pursuant to this Contract will also be subject to any other rate restrictions that may be imposed by tariff (such as the implementation of Schedule 14.1) as a result of drought conditions or any other special unforeseen condition.
2. The location of the  $\frac{3}{4}$ " Service will be on Old Santa Cruz Highway in the vicinity of 22091 Old Santa Cruz Highway (APN 558-08-139) at a place mutually agreed upon by the Owner and Utility. The cost of installing this service shall be borne by the Owner.
3. The Owner is outside of Utility's current filed service area.
4. As conditions of the delivery of water to Owner under this Contract, Owner agrees to (i) provide and install cross-connection and backflow prevention devices as required by Utility, and to (ii) provide and install any and all pumping and electrical facilities that Owner may require to receive the delivery of water from Utility. Owner agrees that it will operate and maintain all devices and facilities required under this paragraph 4.
5. Delivery of water to Owner under this Contract, is conditional upon and subject to interruption as dictated by Utility as follows:
  - a) Owner will cease taking water through the  $\frac{3}{4}$ " Service when requested by Utility, either in writing or by verbal request, for any reason whatsoever.
  - b) Water pressure provided by Utility may vary from time to time.
6. Owner to agree to file with the County Recorder's Office of the County of Santa Clara, prior to receiving service, a covenant in the form of Exhibit A, attached hereto, indicating the execution of this Contract.
7. This Contract may not become effective until it is approved by the California Public Utilities Commission ("CPUC"). This Contract at all times shall be subject to the jurisdiction of the CPUC, and hence, to any modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

8. If, in the future, improvements are made to the water system of Utility such that the Service becomes a standard service instead of an interruptible service, Utility will so notify Owner.

Acknowledged, Accepted and Signed this 11 day of April, 2023.

**Deborah Webb Family Trust**

DocuSigned by:

*Deborah Webb*

5661E9FD808B47D...  
Deborah Webb, Trustee

**Exhibit A**

**Covenant for Domestic Water Service**

WHEN RECORDED MAIL TO:

San Jose Water Company  
1265 South Bascom Avenue  
San Jose, CA 95128  
ATTN: James R. Bariteau

APN 558-08-138

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

## PRESSURE & LOCATION COVENANT FOR DOMESTIC WATER SERVICE

WHEREAS, **Deborah Webb Family Trust dated May 1, 2003**, is the "Owner" of all that real property in the County of Santa Clara, State of California described as APN 558-08-138 (Property), and;

WHEREAS, it is the desire of San Jose Water Company to impose the following restrictions pertaining to Domestic Water Service with respect to said Property which restriction will benefit and burden said Property, each owner, and successor owners thereto as a covenant running with the land;

NOW THEREFORE said Property shall hereinafter be burdened and obligated to San Jose Water Company, a California corporation, successor in interest to San Jose Water Works, a California corporation in exchange for domestic water service as follows:

THE OWNER, and their successor and assigns acknowledge, accept and agree that General Metered Service for the Property may be obtained from the San Jose Water Company by a service connection provided on Old Santa Cruz Highway in front of 22091 Old Sana Cruz Highway (APN 558-08-139); that such General Metered Service will be at water pressures below the standards now required by the California Public Utilities Commission and its General Order 103 and that private auxiliary pumping will be needed to provide adequate pressure on the Property; that the Owner agrees to accept this low-pressure water service at the location indicated and at normal tariffed rates for General Metered Service; that such water pressure is not subject to improvement by San Jose Water Company; that the Owner waive any and all objection to such level of service from San Jose Water Company; that to obtain such limited service, Owner will, if necessary, install, maintain and repair, on property where permission has been granted, a private service line to the Property and that Owner will provide, maintain and repair cross-connection and/or backflow prevention devices as required by the San Jose Water Company, and that Owner will locate, on property where permission has been granted, any and all pumping, storage and electrical facilities Owner may find necessary, and will operate, maintain and repair the same.

This covenant is subject to any and all prior rights of record in favor of third parties and owner makes no warranty as to the extent of its title to the subject property.

Dated: 04/11/2023 | 8:10:12 AM PDT

Owner: Deborah Webb Family Trust

By:   
Deborah Webb, Trustee





**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
*Date Here Insert Name and Title of the Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature \_\_\_\_\_  
*Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

DOMESTIC WATER CONTRACT  
FOR INTERRUPTIBLE SERVICE

**Deborah Webb Family Trust dated May 1, 2003** ("Owner") as the owner of APN 558-01-142 with an existing residence located at 22187 Old Santa Cruz Highway within the unincorporated area of the County of Santa Clara is hereby offered the right to purchase domestic water from San Jose Water Company ("Utility") upon acknowledgement and acceptance of the following terms and conditions (the "Contract"):

1. Water delivery to the Owner will consist of and be limited to one General Metered Service (Service), only, to be sized at  $\frac{3}{4}$ ". The rate charged for the readiness to serve charge, water charges and any other applicable charges and special conditions will be as set forth in the Utility's regular tariff for domestic water for the Mountain District or its successor tariff that may be in place from time to time. The services pursuant to this Contract will also be subject to any other rate restrictions that may be imposed by tariff (such as the implementation of Schedule 14.1) as a result of drought conditions or any other special unforeseen condition.
2. The location of the  $\frac{3}{4}$ " Service will be on Old Santa Cruz Highway in the vicinity of 22091 Old Santa Cruz Highway (APN 558-08-139) at a place mutually agreed upon by the Owner and Utility. The cost of installing this service shall be borne by the Owner.
3. The Owner is outside of Utility's current filed service area.
4. As conditions of the delivery of water to Owner under this Contract, Owner agrees to (i) provide and install cross-connection and backflow prevention devices as required by Utility, and to (ii) provide and install any and all pumping and electrical facilities that Owner may require to receive the delivery of water from Utility. Owner agrees that it will operate and maintain all devices and facilities required under this paragraph 4.
5. Delivery of water to Owner under this Contract, is conditional upon and subject to interruption as dictated by Utility as follows:
  - a) Owner will cease taking water through the  $\frac{3}{4}$ " Service when requested by Utility, either in writing or by verbal request, for any reason whatsoever.
  - b) Water pressure provided by Utility may vary from time to time.
6. Owner to agree to file with the County Recorder's Office of the County of Santa Clara, prior to receiving service, a covenant in the form of Exhibit A, attached hereto, indicating the execution of this Contract.
7. This Contract may not become effective until it is approved by the California Public Utilities Commission ("CPUC"). This Contract at all times shall be subject to the jurisdiction of the CPUC, and hence, to any modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

8. If, in the future, improvements are made to the water system of Utility such that the Service becomes a standard service instead of an interruptible service, Utility will so notify Owner.

Acknowledged, Accepted and Signed this 11 day of April, 2023.

**Deborah Webb Family Trust**

DocuSigned by:

*Deborah Webb*

5661E9FD808B47D...

Deborah Webb, Trustee

DS  
*BR*



**Exhibit A**

**Covenant for Domestic Water Service**

WHEN RECORDED MAIL TO:

San Jose Water Company  
1265 South Bascom Avenue  
San Jose, CA 95128  
ATTN: James R. Bariteau

APN 558-08-142

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## PRESSURE & LOCATION COVENANT FOR DOMESTIC WATER SERVICE

WHEREAS, **Deborah Webb Family Trust dated May 1, 2003**, is the "Owner" of all that real property in the County of Santa Clara, State of California described as APN 558-08-142 (Property), and;

WHEREAS, it is the desire of San Jose Water Company to impose the following restrictions pertaining to Domestic Water Service with respect to said Property which restriction will benefit and burden said Property, each owner, and successor owners thereto as a covenant running with the land;


NOW THEREFORE said Property shall hereinafter be burdened and obligated to San Jose Water Company, a California corporation, successor in interest to San Jose Water Works, a California corporation in exchange for domestic water service as follows:

THE OWNER, and their successor and assigns acknowledge, accept and agree that General Metered Service for the Property may be obtained from the San Jose Water Company by a service connection provided on Old Santa Cruz Highway in front of 22091 Old Sana Cruz Highway (APN 558-08-139); that such General Metered Service will be at water pressures below the standards now required by the California Public Utilities Commission and its General Order 103 and that private auxiliary pumping will be needed to provide adequate pressure on the Property; that the Owner agrees to accept this low-pressure water service at the location indicated and at normal tariffed rates for General Metered Service; that such water pressure is not subject to improvement by San Jose Water Company; that the Owner waive any and all objection to such level of service from San Jose Water Company; that to obtain such limited service, Owner will, if necessary, install, maintain and repair, on property where permission has been granted, a private service line to the Property and that Owner will provide, maintain and repair cross-connection and/or backflow prevention devices as required by the San Jose Water Company, and that Owner will locate, on property where permission has been granted, any and all pumping, storage and electrical facilities Owner may find necessary, and will operate, maintain and repair the same.

This covenant is subject to any and all prior rights of record in favor of third parties and owner makes no warranty as to the extent of its title to the subject property.

Dated: 04/11/2023 | 8:10:12 AM PDT

Owner: Deborah Webb Family Trust

By:  Deborah Webb, Trustee



**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_,  
*Date Here Insert Name and Title of the Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature \_\_\_\_\_  
*Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



**Certificate Of Completion**

Envelope Id: CF7BD4DD1A294AD2BF0931FEC3E4856B

Status: Completed

Subject: Proposed General Metered Services to 22185 &amp; 22185 Old Santa Cruz Highway (APN 558-08-138 &amp; 142)

Source Envelope:

Document Pages: 13

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 3

James R Bariteau

AutoNav: Enabled

110 W. Taylor Street

Envelope Stamping: Enabled

San Jose, CA 95110

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

jim.bariteau@sjwater.com

IP Address: 134.238.201.195

**Record Tracking**

Status: Original

Holder: James R Bariteau

Location: DocuSign

4/10/2023 3:55:57 PM

jim.bariteau@sjwater.com

**Signer Events****Signature****Timestamp**

Bill Rippe

bill.rippe@compass.com

Security Level: Email, Account Authentication  
(None)

Sent: 4/10/2023 4:31:51 PM

Viewed: 4/11/2023 11:30:53 AM

Signed: 4/11/2023 11:32:24 AM

Signature Adoption: Pre-selected Style

Using IP Address: 73.158.218.214

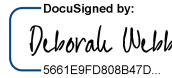
**Electronic Record and Signature Disclosure:**

Accepted: 4/11/2023 11:30:53 AM

ID: 93f8f2c3-92cb-44ad-b6a6-be4f10fae6ad

Deborah Webb

dgv22187@gmail.com

Security Level: Email, Account Authentication  
(None)

Sent: 4/10/2023 4:31:52 PM

Viewed: 4/11/2023 8:07:15 AM

Signed: 4/11/2023 8:10:12 AM

Signature Adoption: Pre-selected Style

Using IP Address: 47.147.237.104

**Electronic Record and Signature Disclosure:**

Accepted: 4/11/2023 8:07:15 AM

ID: 900c8b07-0e43-49d7-83b1-48d52455814c

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

4/10/2023 4:31:52 PM

Certified Delivered

Security Checked

4/11/2023 8:07:15 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	4/11/2023 8:10:12 AM
Completed	Security Checked	4/11/2023 11:32:24 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, San Jose Water Company (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact San Jose Water Company:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

### **To advise San Jose Water Company of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [CustomerService@sjwater.com](mailto:CustomerService@sjwater.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from San Jose Water Company**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [CustomerService@sjwater.com](mailto:CustomerService@sjwater.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with San Jose Water Company**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;



ii. send us an email to and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify San Jose Water Company as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by San Jose Water Company during the course of your relationship with San Jose Water Company.

**SAN JOSE WATER COMPANY**

**ADVICE LETTER NO. 593**

**ATTACHMENT B**

## SAN JOSE WATER COMPANY (U-168-W)

### ADVICE LETTER 593 SERVICE LIST

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