

GREAT OAKS WATER COMPANY

P.O. Box 23490
San Jose, CA 95153
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June 7, 2023

California Public Utilities Commission
Division of Water and Audits
Room 3102
505 Van Ness Avenue
San Francisco, CA 94102-3298

**Advice Letter 317-W
Great Oaks Water Company (U-162-W) to the
California Public Utilities Commission
Request for Approval – Tariff Rule Deviation**

Great Oaks Water Company (Great Oaks) transmits this Tier 2 advice letter to the California Public Utilities Commission (Commission) requesting approval of a deviation from Great Oaks' authorized tariff rules to facilitate construction of a water service connection for an interim supportive housing project in the Great Oaks service area.

Background

The City of San José (City) has executed a ground lease agreement with LifeMoves (Customer), a non-profit organization, for the purpose of constructing and operating an interim housing development at the intersection of Branham Lane and Monterey Road in Great Oaks' service area (Project). Funding for the construction of the Project is restricted and only allows payments to be made after work and/or services are completed.

Plans for the Project call for the construction of a new service connection at a location other than at the nearest Great Oaks water main. Under Rule 16,

B.1., the service connection is being established for the convenience of the Customer. Customer intends to perform the construction of the new service connection, subject to the inspection and approval of Great Oaks.

The costs of such inspections by Great Oaks and any applicable income tax component cannot be paid to Great Oaks in advance as required under Rules 15 and 16 of Great Oaks' authorized tariff rules. An agreement requiring Customer to pay those costs to Great Oaks upon completion of Great Oaks' services has been entered into by and between Great Oaks and Customer, a copy of which is attached hereto as Exhibit A. Under the agreement, Customer agrees to make all required payments to Great Oaks upon presentation of invoices for services rendered and other required costs before water service will commence.

Great Oaks respectfully requests that the agreement between Great Oaks and Customer be approved as a deviation from Great Oaks' authorized tariff rules so that work on the service connection for the project may commence. Great Oaks also requests, pursuant to General Order 96-B, Water Industry Rule 8.3, that the work on the service connection for the Project be allowed to commence pending disposition of this Advice Letter.

Tier Designation

This is a Tier 2 advice letter pursuant to General Order 96-B, Water Industry Rule 7.3.2(2), as it seeks approval of a deviation from Great Oaks' authorized tariff rules.

Effect on Water Service

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

Effective Date

Great Oaks requests that effective date of the approval be the date of the filing of this Advice Letter 317-W, June 7, 2023.

Service

The Advice Letter is being served upon the Distribution List provided below, all in compliance with General Order 96-B and applicable Industry Rules.

Protests and Responses

Anyone may protest and respond to this Advice Letter. A Response supports the filing and may contain information that proves 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 specific grounds on which it is based. These grounds may be based upon the following:

(1) The utility did not properly serve or give notice of the Advice Letter;
or

(2) The relief requested in the Advice Letter would violate a statute or Commission order, or is not authorized by statute or Commission order on which the utility relies; or

(3) The analysis, calculations, or data in the Advice Letter contain material error or omissions; or

(4) The relief requested in the Advice Letter is pending before the Commission in a formal proceeding; or

(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 re-litigating a prior order of the Commission).

Any Protest or Response must be made in writing or by electronic mail and must be received by the Water Division of the Commission within 20 days of the date this Advice Letter is filed. The Advice Letter process does not provide for any Protests, Responses or other comments, except for a reply by Great Oaks, after the 20-day comment period expires. The address for mailing or delivering a Protest or Response 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 any Protest or Response is submitted to the Water Division, the protesting or responding person, entity or party must serve a copy of the Protest or Response on Great Oaks addressed to Timothy S. Guster, Great Oaks Water Co., PO Box 23490, San Jose, CA 95153, 408-227-9540, 408 227-7126 (fax), email: tguster@greatoakswater.com.

Great Oaks Water Company

/s/

Timothy S. Guster
General Counsel
Legal and Regulatory Affairs

Great Oaks Water Co.
Distribution List

Municipal Water System
City of San Jose
3025 Tuers Road
San Jose, CA 95121

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

State Water Resources Control Board
Division of Drinking Water
850 Marina Bay Parkway
Building P, 2nd Floor
Richmond, CA 94804

Office of Regulatory Affairs*
California Water Service Company
1720 North First Street
San Jose, CA 95112
Sacramento, CA 95814
(via email: rateshelp@calwater.com)

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

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

Richard Rauschmeier*
Cal Advocates
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

Syreeta Gibbs*
Cal Advocates
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

Legal Division
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102-3214

Regulatory Affairs*
San Jose Water Company
110 West Taylor Street
San Jose, CA 95115

Great Oaks Water Company

Advice Letter 317-W

Exhibit A

**Great Oaks Water Company
LifeMoves Agreement**

**AGREEMENT FOR PAYMENT OF UTILITY COSTS ASSOCIATED
WITH SERVICE CONNECTION MADE AT THE REQUEST
AND FOR THE CONVENIENCE OF CUSTOMER**

This Agreement is made by and between Great Oaks Water Company (Utility) and LifeMoves (Customer) for the payment of costs for services performed and taxes incurred by Utility associated with a service connection made and established between Utility's water system and Customer's Branham and Monterey Homekey Project located at the intersection of Branham Lane and Monterey Road in the City of San José, California (Project).

RECITALS

- A. Utility is regulated by the California Public Utilities Commission (CPUC) and provides water service to the geographic area that includes the location of the Project.
- B. Customer has requested that a service connection be made and established between the Project and the Utility's water system at a location other than at the closest access point to the existing water system.
- C. Customer has agreed to construct and establish such service connection at its own cost, including costs for services performed and taxes incurred by Utility associated with such service connection including inspection services and tax liability associated with dedicating such service connection to Utility upon completion.
- D. The service connection is being made at the request and for the convenience of the Customer under the terms and conditions of the Utility's Tariff Rule 16, Section B.1.
- E. Under the terms and conditions of Utility's CPUC-authorized tariff rules, such payments by Customer to Utility are required to be made in advance of the Utility providing such services and incurring such tax liability.
- F. City of San Jose (the "City") is the owner of real property located in the City of San José, County of Santa Clara, located at the intersection of Branham Lane and Monterey Road, San José, California (the "Property"). City and Customer have executed a ground lease herewith for Customer's lease of the Property for the purpose of construction and operation of an interim housing development referred to herein as the Branham and Monterey Homekey project.

- G. The Project will be comprised of two-hundred and four (204) units of interim supportive housing inclusive of supportive services for households whose incomes are restricted to at or below 15% of Area Median Income.
 - H. The City and Customer, as co-applicants, were awarded \$40,700,000 from the State of California Department of Housing and Community Development (“HCD”) Homekey – Round 2 funds (“Homekey Award”) in order to fund the construction of the Branham and Monterey Homekey project for the purpose of interim supportive housing for homeless residents. The Homekey Award is evidenced by that certain Standard Agreement among HCD, City and Customer dated December 12, 2022. The Standard Agreement sets forth City’s and Customer’s rights and obligations under the Homekey program for which City and Customer are jointly and severally liable, including, but not limited to, reimbursement of the Homekey Award to HCD in the event of a default or other violation of the terms of the Standard Agreement as set forth therein.
 - I. The Homekey Award is derived from the Coronavirus State Fiscal Recovery Fund (“CSFRF”) established by the federal American Rescue Plan Act of 2021 (“ARPA”) (Public Law 117-2). The Homekey Award, and HCD funds, have restrictions on the manner in which funds can be expended, and Customer is required to make payment using the Homekey Award for services performed. Utility’s Tariff 15 requires a deposit, or advanced payment, prior to commencement of the services set for in the agreement.
 - J. Customer is unable to pay such costs in advance to Utility due to the terms and conditions of the funding being utilized by Customer to construct the Project.
 - K. Utility and Customer enter into this Agreement to enable the construction and establishment of the service connection for the Project without advance payments to Utility for the estimated costs of the services to be rendered by Utility and the estimated tax liability of Utility, all of which are directly associated with the establishment of the service connection for the Project.
- 1. Costs to be Incurred by Utility for the Project Service Connection.** At the request of Customer, Utility prepared an estimate of the costs of reviewing the plans for the proposed service connection, providing inspection services of the construction to be performed, and the tax liability to be incurred by the Utility associated with the service connection. A copy of that estimate is provided in the Invoice attached hereto as Exhibit A.
- a. Customer and Utility agree and accept that the costs shown on Exhibit A are estimates and that the final costs can only be determined upon completion of the services to be rendered by the Utility and the total costs of establishing the service connection are determined.

2. Payments by Customer to Utility for Utility Costs for the Project.

Because Customer is prevented from making payment for the costs referenced in Section 1 above, using HCD funds, in advance of completion of the services to be rendered by Utility and tax liability to be incurred by Utility by the terms and conditions of its funding arrangements for the Project, Customer agrees to pay all such costs and tax liabilities in the full and final amounts in the following manner:

- a. Customer agrees to pay Utility the actual costs of services provided within fourteen days of presentation of invoices by Utility to Customer itemizing costs for services completed including Income Tax Component of Contributions
- b. Customer agrees to provide a detailed list of Customer's contractor's costs of installing service.

3. Water Service from Utility to Customer. Customer acknowledges and agrees that Utility shall not be obligated or otherwise required to provide water service through the service connection to the Project unless or until Customer has paid all invoices for costs issued by Utility to Customer associated with the establishment of the Project service connection.

4. Completion and Dedication of Service Connection.

- a. It is understood and agreed that Customer shall provide meter boxes and piping for domestic water, irrigation water, and fire protection per the approved construction documents and Great Oaks Water Company Standard Plans, , and that Utility shall install the meters in meter boxes for purposes of measuring Customer use and billing for such use. Customer agrees that the service connection pipe, curb stop, meter, and meter box for the service connection shall be the property of Utility.
- b. Upon completion of the construction of the service connection, Customer shall dedicate and transfer ownership and title of the service connection to Utility free and clear of and from any and all liens, charges, and encumbrances whatsoever at no additional cost to Utility prior to the initiation of water service. Customer shall have contractor provide to Utility a warranty of work for one-year from date of completion.

5. Additional Terms and Conditions.

- a. Indemnity and Insurance. 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 Project and service connection by or on behalf of Customer or which may result from such installation, and Customer agrees to indemnify Utility and hold it free, safe, and harmless of, from, and against any

and all liability for the death of, and 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 service connection by or on behalf of Customer or which may result from such installation, and Customer 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. Customer 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. Customer further agrees that during the period beginning with the commencement of construction of the service connection and terminating upon final acceptance of the same by Utility, the following insurance will be maintained in full force and effect by Customer or its contractor(s) without cost or expense to Utility: (1) 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 (2) 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 service connection 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 qualified to do business in the State of California, (B) shall be applicable to all injuries and damages referenced in this paragraph, with confirmation of such coverage and applicability provided to Utility in writing, (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 Customer, (D) shall provide that the policy shall not be canceled or altered without thirty (30) days prior written notice to Utility, and (E) shall otherwise be in a form satisfactory to Utility. Each such policy or a certificate thereof, as well as the written confirmation required above, 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 Customer or its contractors installing the service connection providing that the underwriter thereof waives all right of subrogation against Utility by reason of any claim arising out of or connected with the installation of the service connection shall

be delivered to Utility concurrently with execution of this Agreement. Said endorsement shall provide that it shall not be canceled or altered without thirty (30) days prior written notice to Utility.

- 6. Jurisdiction, Venue, and Attorney Fees. In the event Utility or Customer brings an action against the other pertaining to this Agreement, Utility and Customer agree that any such action shall be governed under the laws of the State of California and that the proper venue for such action is the Superior Court of Santa Clara County. Each party shall be solely responsible for payment of its attorney fees.Successor and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of Utility and Customer.
- 8. Notices. This Agreement shall be administered by the representatives of Utility and Customer shown below. Any invoices and notices shall be directed to such representatives.

Utility

Customer

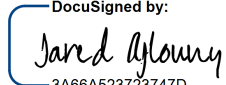
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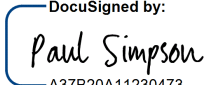
Rosie Llanos-Popolizio
 LifeMoves
 181 Constitution Drive
 Menlo Park, CA 94025
 Email:
 rllanospopolizio@lifemoves.org

- 9. Effective Date. Utility shall prepare and file an advice letter requesting expedited review and approval of the Agreement. Utility and Customer agree that the requested Effective Date of this Agreement shall be the date on the advice letter sent to the CPUC for approval of the Agreement. Utility and Customer have executed this Agreement as of June 6, 2023.

Utility – Great Oaks Water Company

Customer – LifeMoves

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Jared Ajlouny, Vice President
 6/6/2023

Paul Simpson, Chief Financial Officer
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Great Oaks Water Company

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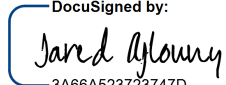
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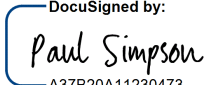
Rosie Llanos-Popolizio
 LifeMoves
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 Email:
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Utility – Great Oaks Water Company

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