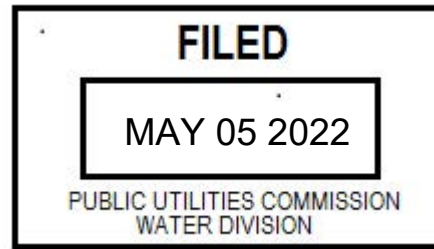




CALIFORNIA WATER SERVICE COMPANY
 1720 NORTH FIRST STREET
 SAN JOSE, CA 95112 • (408) 367-8200 • F (408) 367-8428

May 05, 2022

Advice Letter No. 2451



To the California Public Utilities Commission:

California Water Service Company (Cal Water) respectfully requests approval of an addition to its list of Contracts and Deviations. Attached is an Agreement for Emergency Water Service (Agreement) between Cal Water and Califia Farms, LLC located in Kern County, CA. ***Consistent with the Commission’s guidelines during the COVID-19 pandemic, this advice letter is only being distributed electronically to the Water Division and the attached service lists.***

New/Revised CPUC Sheet No.	Title of Sheet	Schedule No.	Cancelling CPUC Sheet No.
XXXXX-W	List of Contracts and Deviations (Page 5)		12672-W
DELETE	List of Contracts and Deviations (Page 6)		12757-W
XXXXX-W	Table of Contents (page 12)	TOC 12	XXXXX-W
XXXXX-W	Table of Contents (page 1)	TOC 1	XXXXX-W

Discussion

Cal Water requests approval of the attached list of Contracts and Deviations for Califia Farms, LLC near Cal Water’s Bakersfield District service area. Califia Farms is not a customer of Cal Water. Cal Water and Califia Farms have entered into an Agreement for Emergency Water Service (“Agreement”) for the provision of emergency water because they do not currently have a reliable water well due to needed repairs.

This advice letter is submitted as a Tier 2 filing consistent with General Order 96-B, Water Industry Rules 8.3 and 7.3.2(2). Due to the emergency, Califia Farms began taking water consistent with the spirit of the contract on the morning of May 01, 2022. Therefore, Cal Water requests approval of this advice letter effective immediately, as allowed under Water Industry Rule 7.2(2).

These emergency water agreements are for trucking water using a construction meter on our hydrants. Usage is charged at the non-residential rate, and the quantity revenue is put into an “Other Revenue” class, and will be tracked in the Water Revenue Adjustment Mechanism and Modified Cost Balancing Account (“WRAM/MCBA”). Service charge revenues and any other revenues not booked in the WRAM/MCBA is recorded in our Drought Memorandum Account 2 (DRMA2) Preliminary Statement AL2.



The deposits charged for the construction meters are put in a liability account because the deposits are returned when the entity turns in the construction meters.

Requested Effective Date

Cal Water is submitting this as a **Tier 2** advice letter and requests that approval of this Agreement be considered effective immediately.

Notice

Customer Notice – Water Industry Rule 4.3 requires that this advice letter be served to customers for whom the contract or tariff deviation is proposed. A copy of this advice letter will be electronically transmitted to Califia Farms, the entity for whom the contract is with, on **May 05, 2022**.

Service Lists – In accordance with General Order 96-B, General Rule 4.3 and 7.2 and Water Industry Rule 4.1, a copy of this advice letter will be transmitted electronically on **May 05, 2022** to competing and adjacent utilities and other utilities or interested parties having requested such notification, including the Local Agency Formation Commission (LAFCO). ***Consistent with the Commission’s guidelines during the COVID-19 pandemic, this advice letter is only being distributed electronically to the Water Division and the attached service lists.***

Response or Protest

Anyone may respond to or protest this advice letter. When submitting a response or protest, please include the utility name and advice letter number in the subject line. 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 the specific grounds on which it is based. These grounds are:

- (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; 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 such a protest may not be made where it would require relitigating a prior order of the Commission.)

A protest shall provide citations or proofs where available to allow staff to properly consider the protest. A response or protest must be made in writing or by electronic mail and must be received



CALIFORNIA WATER SERVICE COMPANY

Advice Letter 2451 – Emergency Water Agreement with Califia Farms

Page 4

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 by mail (or e-mail) to Cal Water at the following address:

Natalie Wales
California Water Service Company
1720 North First Street,
San Jose, California 95112
E-mail: cwsrates@calwater.com

Cities and counties requiring Board of Supervisors or Board of Commissioners approval to protest should inform the Water Division within the 20-day protest period so a late-filed protest can be entertained. The informing document should include an estimate of the date the proposed protest might be voted on. 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.

Replies: The utility shall reply to each protest and may reply to any response. Each reply must be received by the Water Division within 5 business days after the end of the protest period and shall be served on the same day to the person who filed the protest or response. If you have not received a reply to your protest within 10 business days, contact California Water Service Company at (408) 367-8200, and ask for the Rates Department.

CALIFORNIA WATER SERVICE COMPANY

/s/

Albree Jewell, Associate Rates Analyst

cc: Syreeta Gibbs (Public Advocates Office)
PublicAdvocatesWater@cpuc.ca.gov

CALIFORNIA WATER SERVICE COMPANY

1720 North First Street
 San Jose, CA 95112
 (408) 367-8200

Revised
 Cancelling

Cal. P.U.C. Sheet No. XXXXX-W
 Cal. P.U.C. Sheet No. 12672-W

List of Contracts and Deviations

District	Name/ Location of Customer	Type of Class of Service	Execution Date	Expiration Date	Commission Authorization (Number and Date)	Most Comparable Regular Tariff	
						Schedule No.	Contract or Deviation
Dominguez	Bridge Pointe South Bay, LLC 20333 Normandie Avenue, Los Angeles	Extension	11/13/2017	None	AL 2289 12/17/17	*	Fire Flow
Bakersfield	Califia Farms	Emergency Water Sales	5/1/2022	5/31/2022	AL 2451 05/05/2022	BKD-1-NR	Under contract, allows Califia Farms to connect to hydrants to provide non-potable water to outside services, but within Kern Sub-basin

(D)
 (N)
 (N)
 (N)

* Deviation from fire flow provisions of Rule No. 15, Main Extensions, and GO No. 103-A, Section III (Standards of Design) and Section VI (Fire Protection Standards).

Table of Contents - Page 12

RULES

<u>Sheet Subject Matter</u>	<u>CPUC Sheet No.</u>
List of Contracts and Deviations	
Page 1	12668-W
Page 2	12669-W
Page 3	12670-W
Page 4	12671-W
Page 5	XXXXX-W (C) (D)
<u>Rules</u>	
No. 1 Definitions	
Page 1	12284-W
Page 2	2984-W
No. 2 Descriptions of Services	1485-W
No. 3 Application for Service	
Page 1	12604-W
Page 2	12605-W
No. 4 Contracts	642-W
No. 5 Special Information Required of Forms	
Page 1	12286-W
Page 2	12287-W
Page 3	12288-W
Page 4	12289-W
No. 6 Establishment and Re-establishment of Credit	643-W
No. 7 Deposits	
Page 1	10418-W
Page 2	12622-W
No. 8 Notices	
Page 1	12290-W
Page 2	12291-W
Page 3	12292-W
Page 4	12293-W
No. 9 Rendering and Payment of Bills	
Page 1	10421-W
Page 2	6761-W
Page 3	10422-W
Page 4	10423-W
No. 10 Disputed Bills	
Page 1	12294-W
Page 2	12295-W
No. 11 Discontinuance and Restoration of Service	
Page 1	10425-W
Page 2	12297-W
Page 3	12298-W
Page 4	12299-W
Page 5	12300-W
Page 6	12301-W
Page 7	12302-W
Page 8	12303-W
Page 9	12304-W
Page 10	12305-W
Page 11	12306-W
No. 12 Information Available to the Public	
Page 1	10428-W
Page 2	4340-W
No. 13 Temporary Service	
Page 1	3892-W
Page 2	3893-W

(continued)

(To be inserted by utility)
 Advice Letter No. 2451
 Decision No. _____

Issued by
 GREG A. MILLEMAN
 Name
 Vice President
 TITLE

(To be inserted by CPUC)
 Date Filed _____
 Effective _____
 Resolution No. _____

Table of Contents - Page 1

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

<u>Sheet</u>	<u>Subject Matter</u>	<u>Service Area</u>	<u>Schedule No.</u>	<u>CPUC Sheet No.</u>
	Title Page			5613-W
	Table of Contents			
Page 1	Table of Contents			XXXXX-W (C)
Page 2	Preliminary Statements			12917-W
Page 3	Preliminary Statements			12880-W
Page 4	Preliminary Statements			12894-W
Page 5	Rate Schedules - All Districts			12666-W
Page 6	Rate Schedules - District Specific			12938-W
Page 7	Rate Schedules - District Specific			12937-W
Page 8	Rate Schedules - District Specific			12936-W
Page 9	Rate Schedules - District Specific			12935-W
Page 10	Rate Schedules - District Specific			12934-W
Page 11	Service Area Maps			12915-W
Page 12	Rules			XXXXX-W (C)
Page 13	Rules			12891-W
Page 14	Sample Forms			12553-W
Page 15	Sample Forms			2926-W
Page 16	Sample Forms			12933-W

(continued)

(To be inserted by utility)
 Advice Letter No. 2451
 Decision No. _____

Issued by
GREG A. MILLEMAN
 Name
Vice President
 TITLE

(To be inserted by CPUC)
 Date Filed _____
 Effective _____
 Resolution No. _____

ATTACHMENT 1

AGREEMENT FOR EMERGENCY WATER SERVICE

THIS AGREEMENT is made on May 1, 2022, by and between Califia Farms, LLC and CALIFORNIA WATER SERVICE COMPANY, a California corporation (“**Cal Water**”) (together, “**Parties**”).

RECITALS

- A. Califia Farms, LLC is a beverage manufacturer located in Kern County, CA
- B. Cal Water is a public utility company regulated by the California Public Utilities Commission (“Commission”) that provides water services throughout California, including in and around the City of Bakersfield, Kern County, California.
- C. Califia Farms, LLC near Cal Water’s Bakersfield District service area who are not customers of Cal Water, and who do not currently have a reliable water well due to needed repairs.
- D. Califia Farms, LLC desires to receive, and Cal Water agrees to provide, emergency water service pursuant to the terms and conditions set forth in this Agreement to assist with emergency water for a limited time period.
- E. Cal Water enters into this Agreement subject to its currently approved tariffs and Commission rules and regulations.

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

- 1. Recitals. The above Recitals are incorporated into this Agreement as if fully set forth herein.
- 2. Definitions.
 - a. “Califia Farms, LLC” means the employees, agents, and contractors of Califia Farms, LLC.
- 3. Emergency Water Service.
 - a. Access: Cal Water hereby grants permission to Califia Farms, LLC to access designated hydrants in Cal Water’s Bakersfield District in order to withdraw water pursuant to this Agreement. Unless otherwise specified in the Agreement, all terms and conditions of service are subject to Cal Water’s tariffs.

b. Meters. Cal Water shall provide a meter with backflow devices to Califia Farms, LLC for the purpose of measuring the volume of water withdrawn by Califia Farms, LLC. Califia Farms, LLC agrees to connect the meters to only the designated hydrant, absent advance written agreement from Cal Water to use a non-designated hydrant.

c. Backflow Prevention. Califia Farms, LLC shall withdraw water from a designated hydrant only if a backflow prevention device (or other method approved in writing by Cal Water) is in place to prevent the backflow of water into Cal Water's system.

d. Designated Hydrants. Cal Water and Califia Farms, LLC will meet and select the designated hydrants for Califia Farms, LLC for use in the areas agreed to by Cal Water. The designated hydrant will be shown on a map or identified by street address in writing, which is incorporated by reference into this Agreement.

4. Limitations.

a. Califia Farms, LLC shall only provide water to their plant within the Kern Groundwater Sub-basin DWR 5-022.14 as defined in the California Department of Water Resources (DWR) Groundwater Bulletin 118, as shown on **Appendix B** attached hereto. Califia Farms, LLC must comply with the State Water Resources Control Board's restrictions on water use and Cal Water's Tariff Rule 14.1. Califia Farms, LLC is prohibited from reselling water obtained under this Agreement pursuant to Cal Water's tariffs.

b. Califia Farms, LLC agrees to the maximum monthly limitations of water service under this Agreement, as specified in **Appendix A**, which may be modified by mutual written agreement of the Parties or by the Commission.

c. Only Califia Farms, LLC or their contractor shall withdraw water from Cal Water's designated hydrant under this Agreement.

d. If the Commission determines that terms or conditions of this Agreement are not reasonable or are not in the public interest, the Agreement shall terminate at a time mutually agreed-upon by the Parties, but in no event later than **30 days** after the Commission's determination. In such case, Califia Farms, LLC shall remit payment under the terms of this Agreement for any water withdrawn prior to termination.

5. No Warranties. Cal Water does not warrant the quality of water after it is withdrawn from its hydrants by Califia Farms, LLC or their contractor; in particular, Cal Water makes no representation that the water obtained under this Agreement meets the state's health and safety requirements for safe drinking water. **THE WATER IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED**

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. Billing and Compensation.

a. Cal Water shall bill Califia Farms, LLC monthly for all water obtained under this Agreement.

b. The effective tariff rates for non-residential metered service in the Bakersfield District shall apply to water withdrawn under this Agreement, with the amount of the fixed monthly service charge determined by the size of the requested meter. Current tariffs can be obtained from the Cal Water website at:
<https://www.calwater.com/rates-and-tariffs/?dist=bk>

c. Before commencing water withdrawals, Califia Farms, LLC will deposit with Cal Water the replacement cost of meters and backflow devices (see Appendix A). The deposit will be refunded to Califia Farms, LLC upon return of the meter and backflow device, less any repair or replacement costs, at the termination of the Agreement.

7. Term and Termination.

a. This Agreement shall continue in effect until May 31, 2022 or 1 month from the effective date of this Agreement, whichever is earlier. The term of this Agreement may be extended by mutual agreement of the Parties for two additional successive one-year terms. Either Party may terminate this Agreement, with or without cause, by providing at least **thirty (30) days** advance written notice to the other.

b. Notwithstanding the above notice for termination, if the Commission or Cal Water, in its sole discretion, determines that continuing with the Agreement negatively impacts Cal Water's operations or customers who are situated within Cal Water's Commission-approved service area (including a determination that there is excessive or inappropriate use of water obtained under this Agreement), Califia Farms, LLC shall be notified, and the Parties shall develop a timetable and process (such as phasing in a decrease of the maximum withdrawal amounts) to ensure termination of the Agreement within a reasonable time not to exceed **fifteen (15) days**.

8. Notice. Any notice required or given under this Agreement must be in writing, and may be given either personally, by certified mail, by overnight mail, or by electronic mail. If personally delivered, a notice shall be deemed to have been given and received when delivered to the party to whom it is addressed. If given by certified mail or overnight carrier, the same shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) **five (5) days** after a letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail or with

the overnight carrier. Such notices or communications shall be given to the parties at their addresses set forth below:

Califia Farms, LLC: Califia Farms, LLC
1321 Palmetto St,
Los Angeles, CA 90013

Cal Water: California Water Service Company
Bakersfield District
3725 South H Street
Bakersfield, CA 93304
Telephone: (661) 837-7271
Attention: Ms. Tamara Johnson

With a Copy to: California Water Service Company
1720 North First Street
San Jose, California 95112
Telephone: (408) 367-8200
Attention: Lynne McGhee

Any party from time to time, by notice to the other party, given as set forth above, may change its address for purpose of receipt of any such notice.

9. Indemnity. Califia Farms, LLC shall defend, indemnify and hold harmless Cal Water and its directors, officers, employees, and agents from and against all third party claims, damages, losses, liabilities, expenses, and attorney's fees (collectively "Claims") to the extent arising from a negligent act or omission or intentional misconduct Califia Farms, LLC, its employees, agents, or contractors in accessing a hydrant or the delivery of emergency water from a hydrant, including, but not limited to, Claims for:

a. Bodily injury including, but not limited to, sickness or disease, emotional injury or death to persons, the public, End Users, employees or agents of Califia Farms, LLC or any contractor;

b. Damage to real or personal property of anyone, including loss of use thereof; and

c. Water shortages, delays, curtailment, interruption, or service termination to any End User of water delivered by Califia Farms, LLC under this Agreement.

10. Entire Agreement; Modification. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreement and understandings (whether written or oral) of the parties. This Agreement cannot be modified in any manner except by an instrument in writing executed by the duly authorized representatives of the parties.

- 11. Severability. If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remainder of this Agreement shall not be affected.
- 12. Waivers. Any waiver of a breach of any covenant or condition in this Agreement is not to be deemed a waiver of any other covenant or condition in this Agreement and no waiver is valid unless in writing and executed by the duly authorized representative of the waiving party. An extension of time for performance of any obligation or act is not to be deemed an extension of the time for performance of any other obligation or act.
- 13. Successors. This Agreement inures to the benefit of and is binding upon the parties to this Agreement and their respective heirs, successors, and assigns.
- 14. Governing Law. This Agreement is to be governed by and construed in accordance with California law.
- 15. Insurance. Califia Farms, LLC shall secure or cause its contractors to secure and maintain the insurance described below throughout the term of this Agreement. Califia Farms, LLC shall furnish to Cal Water an endorsement evidencing that Cal Water is an additional insured and certificates evidencing such insurance coverages prior to water service, and upon request of Cal Water.

<u>Insurance Coverages:</u>	<u>Limits:</u>
Commercial General Liability	\$2,000,000
Automobile (Owned, Hired, Non-Owned)	\$1,000,000
Worker’s Compensation	Statutory Limits

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinabove written.

“Cal Water”

CALIFIA FARMS, LLC,
a Beverage Manufacturer

CALIFORNIA WATER SERVICE
COMPANY, a California corporation

By: pending
Name: Mike Castle
Title: Chief Financial Officer

By: pending
Name: Thomas Smegal
Title: Vice President

By: pending
Name: Michelle Mortensen
Title: Corporate Secretary

APPENDIX A

LIMITATIONS ON SERVICE UNDER AGREEMENT

Maximum Number of Locations Served (per month): 1 location
Draw water from 1800 Golden State Ave., Bakersfield, CA for use at 33502 Lerdo Hwy.,
Bakersfield, CA

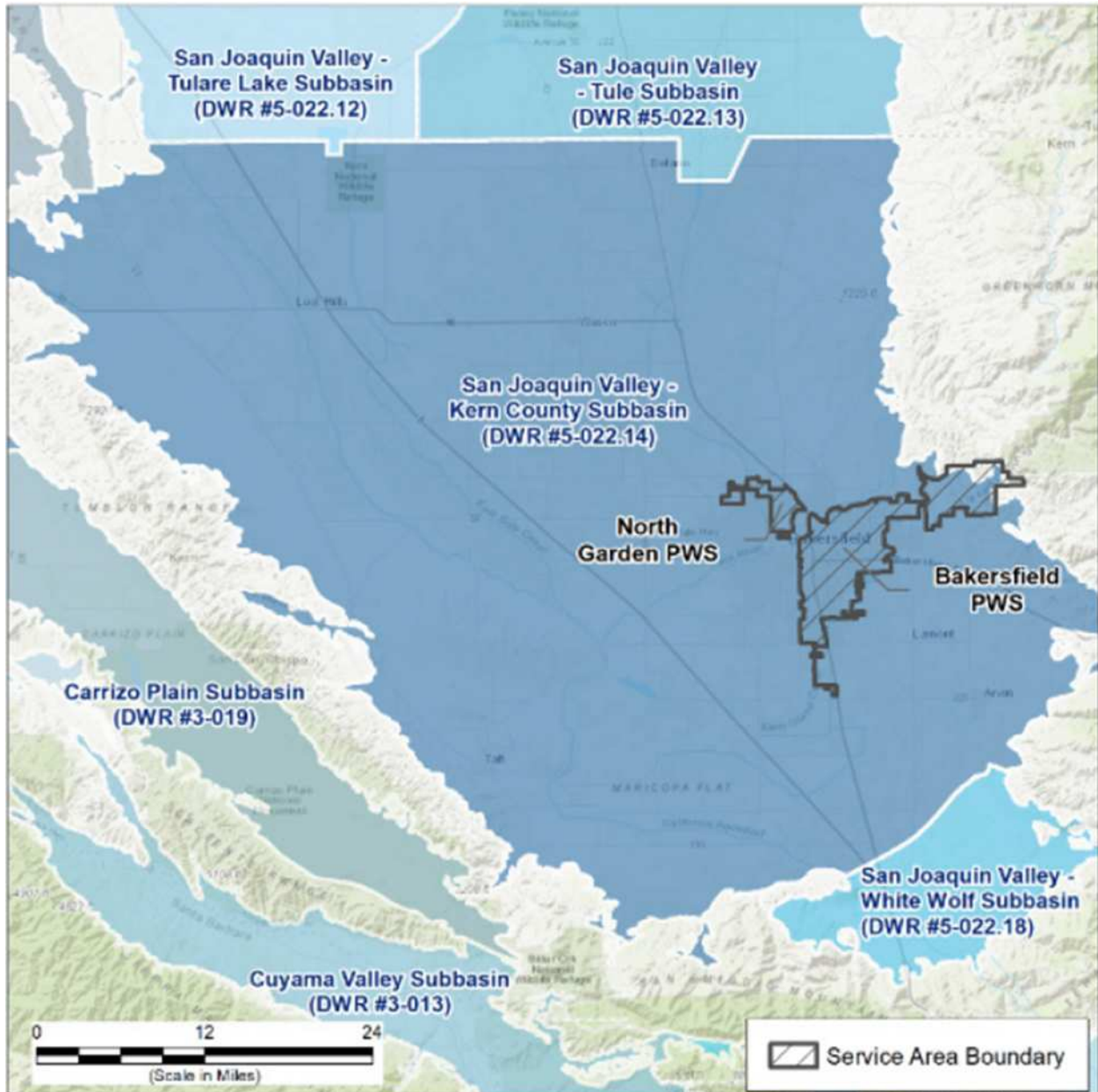
Total Maximum Amount Delivered (per day): 350,000 gallons (468 CCF)

REFUNDABLE DEPOSIT FOR METER (WITH BACKFLOW DEVICE)

<u>Requested Meter Size</u>	<u>Refundable Deposit</u>
3-inch meter	<u>\$2400.00</u>

APPENDIX B

[BASIN MAP AND SERVICE AREA MAP ATTACHED]





Bakersfield District

ADVICE LETTER FILING MAILING LIST
PER SECTION III (G) OF GENERAL ORDER NO. 96-A

DOUGLAS NUNNELEY
Oildale Mutual Water Company
P.O. Box 5368
Bakersfield, CA 93388
dnunneley@oildalewater.com

LUDA FISHMAN, WATER RESOURCES
DEPARTMENT
City of Bakersfield
1000 Buena Vista Rd
Bakersfield, CA 93311
lfishman@bakersfieldcity.us

JOSHUA L. NUNES, CPA
Casa Loma Water Company
250 W. Spruce Ave., Suite 101
Clovis, CA 93611
casalomawater@gmail.com
Jnunes@nunescpas.com

TIMOTHY RUIZ
East Niles Community Services District
P.O. Box 6038
Bakersfield, CA 93386
truiz@eastnilescsd.org

CITY MANAGER'S OFFICE
City of Bakersfield
1600 Truxton Avenue
Bakersfield, CA 93301
admmgr@bakersfieldcity.us

Victory Mutual Water Company
P.O. Box 40035
Bakersfield, CA 93304

Colin L. Pearce
Jolie-Anne S. Ansley
Alexandra B. Jones
Duane Morris LLP
One Market Plaza, Spear Tower, Suite
2200
San Francisco, Ca 94105-1127
clpearce@duanemorris.com
jsansley@duanemorris.com
BAJones@duanemorris.com

SAM BLUE, WATER RESOURCES
DEPARTMENT
City of Bakersfield
1000 Buena Vista Rd
Bakersfield, CA 93311
sblue@bakersfieldcity.us

ART CHIANELLO, WATER RESOURCES
DEPARTMENT
City of Bakersfield
1000 Buena Vista Rd
Bakersfield, CA 93311
achianel@bakersfieldcity.us

ONLY FOR SERVICE AREA MAPS:

EXECUTIVE OFFICER
Kern County LAFCO
5300 Lennox Avenue Suite 303
Bakersfield, CA 93309
Kclafco@bak.rr.com

FIRE CHIEF
City of Bakersfield
2101 H St
Bakersfield, CA 93301
rfraze@bakersfieldfire.us

FIRE CHIEF
Kern County Fire Department
1115 Truxton Ave
Bakersfield, CA 93301