# CALIFORNIA PUBLIC UTILITIES COMMISSION WATER DIVISION

# **Advice Letter Cover Sheet**

Utility Name:	Golden State Water Company	Date Mailed to Service List:	5/12/2022
District:	Bay Point		
CPUC Utility #:	133 W	Protest Deadline (20th Day):	6/1/2022
Advice Letter #:	1881-W	Review Deadline (30th Day):	N/A
Tier:	$\boxtimes 1 \ \Box 2 \ \Box 3 \ \Box $ Compliance	Requested Effective Date:	5/12/2022
Authorization:			/ .
Description:	Westwood Village Well Water Lease Agreement Termination	Rate Impact:	N/A

The protest or response deadline for this advice letter is 20 days from the date that this advice letter was mailed to the service list. Please see the "Response or Protest" section in the advice letter for more information.

Email: WD Contact:	(909) 394-3600 x 682 <u>rkmoore@gswater.com</u> Tariff Unit		Nguyen Quan (909) 394-3600 x 664 <u>nquan@gswater.com</u>
	(415) 703-1133 <u>Water.Division@cpuc.ca.gov</u>		
	WD USE ON	LY	
<u>DATE</u> <u>S</u>	<u>TAFF</u>	<u>COMI</u>	<u>MENTS</u>
[ ] APPROVED Signature: Date:	[ ] WITHDR		[]REJECTED





May 12, 2022

# Advice Letter No. 1881-W

(133 W)

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# TO THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Golden State Water Company ("GSWC") hereby transmits the following tariff sheets applicable to its Bay Point Customer Service Area ("CSA"):

<u>CPUC Sheet No</u> Revised No. 9068-W	<u><b>Title of Sheet</b></u> Contracts and Deviations	<u>CPUC Sheet No.</u> Revised No. 7803-W
Revised No. 9069-W	Table of Contents Page 5	Revised No. 9052-W
Revised No. 9070-W	Table of Contents Page 1	Revised No. 9067-W

# Purpose

GSWC requests authorization to update its Contracts and Deviations tariff to remove the Well Water Lease Agreement ("Lease Agreement") with Westwood Village Condominiums ("Westwood Village") that expired on December 31, 2021.

# Background

On December 8, 2015, GSWC filed Advice Letter No. 1646-W requesting authorization to update its Contracts and Deviations tariff to add the Lease Agreement. Advice Letter No. 1646-W was approved with an effective date of January 7, 2016.

The Lease Agreement was in place for the period March 17, 2014 thru July 16, 2019. GSWC honored a request from Westwood Village to extend the service period to December 31, 2021.

On October 20, 2020, GSWC sent a correspondence to the President of the Westwood Village Condominium Association, notifying the association that GSWC did not wish to renew the Water Lease Agreement beyond December 31, 2021. GSWC and Westwood Village agreed to terminate the water lease agreement, effective December 31, 2021.

# Lease Agreement Termination Clause

Section No. 7 of the Water Lease Agreement states,

*Either party may terminate this Agreement, upon the giving of ninety (90) days written notice to the other party delivered via certified United States Postal Service. In the event GSWC terminates this Agreement pursuant to this paragraph, and upon*  written request provided to GSWC from the Association within thirty (30) days from the date of notice of termination by GSWC, GSWC will reimburse the Association for all reasonable costs for the destruction of the Well in a manner consistent with all applicable County regulations, provided that the Association causes the well to be destroyed pursuant to all applicable County regulations within four (4) months from the date of notice of termination by GSWC. In the event this Agreement is terminated pursuant to this Paragraph, GSWC will resume billing, and the Association shall resume paying, for water service at GSWC's then current CPUC tariff schedule.

Beginning January 1, 2022, GSWC resumed billing Westwood Village at the applicable GSWC rate schedule in its Bay Point CSA.

A copy of the terminated Lease Agreement is attached to this advice letter. See Attachment A.

# Request

GSWC is requesting to remove the Westwood Village Water Well Lease Agreement from its List of Contracts and Deviations tariff. The lease agreement expired on December 31, 2021, and neither party requested to renew or extend its effective date.

# **Tier Designation**

This advice letter has a Tier 1 designation. GSWC is requesting that this filing become effective upon its filing date, which is May 12, 2022.

# **Response or Protest**

Anyone may submit a response or protest for this Advice Letter ("AL"). 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 AL 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 AL;
- 2. The relief requested in the AL 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 AL contain material error or omissions;
- 4. The relief requested in the AL is pending before the Commission in a formal proceeding; or
- 5. The relief requested in the AL requires consideration in a formal hearing, or is otherwise inappropriate for the AL process; or

## Advice Letter No. 1881-W

6. The relief requested in the AL 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.

A protest may not rely on policy objections to an AL where the relief requested in the AL follows rules or directions established by statute or Commission order applicable to the utility. A protest shall provide citations or proofs where available to allow staff to properly consider the protest.

The Water Division ("WD") must receive a written response or protest within 20 days of the date the AL is filed. When submitting a response or protest, **please include the utility name and advice letter number in the subject line.** 

The addresses for submitting a response or protest are:

Email Address:	Mailing Address:
Water.Division@cpuc.ca.gov	CA Public Utilities Commission
	Water Division
	505 Van Ness Avenue
	San Francisco, CA 94102

On the same day the response or protest is submitted to WD, the respondent or protestant shall send a copy of the protest to Golden State Water Company at:

Email Address:	Mailing Address:
regulatoryaffairs@gswater.com	Golden State Water Company
	Attn: Ronald Moore
	630 East Foothill Blvd.
	San Dimas, CA 91773

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

#### Replies

The utility shall reply to each protest and may reply to any response. Any reply must be received by WD within five business days after the end of the protest period, and shall be served on the same day on each person who filed the protest or response to the AL.

The actions requested in this advice letter are not now the subject of any formal filings with the California Public Utilities Commission, including a formal complaint, nor action in any court of law.

# Advice Letter No. 1881-W

No individuals or utilities have requested notification of filing of tariffs. Distribution of this advice letter is being made to the attached service list in accordance with General Order No. 96-B.

Sincerely,

<u>/s/ Ronald Moore</u> Ronald Moore Regulatory Affairs Dept. Golden State Water Company

c: Jim Boothe, CPUC – Water Division Jeremy Ho, CPUC- Water Division Richard Rauschmeier, CPUC- Cal PAO Victor Chan, CPUC- Cal PAO

## GOLDEN STATE WATER COMPANY (U 133 W) 630 E. FOOTHILL BLVD. - P.O. BOX 9016 SAN DIMAS, CALIFORNIA 91773-9016

		Type of Class	Execution	tracts And Deviation	Commission Authorization	Schedule	Most Comparable Regular Tariff	
Name of Customer	District	Of Service	Date	Date	Number and Date	<u>No.</u>	Contract Difference	
Pomona College Claremont	Claremont	Exchange of Water	9/16/96	7/1/2001, with automatic 5-year renewal, except on 180-day notice		R3-1-NR	Company operates customer-owned well, pumping in excess of customer's requirements.	
								(D)
Forest Lawn Mortuary and Cemetery Cypress, CA	Orange County	Recycled Water Service Contract	08/03/15	12/31/2059	D.14-08-058 Dated Aug 28, 2014	R3-1-NR	There is no Recycled Water Tariff in the Orange County district. The Water Agreements allows GSWC to purchase Recycled Water from the City of Cerritos and sell it to Forest Lawn-Cypress, CA at a deviated City of Cerritos' Recycled Water Quantity Rate, which is currently \$0.91/Ccf.	
City of Arcadia	San Gabriel Valley	Exchange of Water	3/05/52	On 90-day written notice		None	Water supplied at the current City of Arcadia water rate.	
Pacific Semi-Conductors, Inc.	Southwest	Main Extension	2/12/59	Continuous	Resolution No. W-632	None	Provides that Pacific Semi-Conductors Inc. will bear any reasonable expenses in relocating the line if Southern California Edison Company request relocation of that portion of the line crossing Southern California right-of-way.	
State of California Department of Corrections (CDC)	Calipatria- Niland	Water Sales Contract	11/1/06	20 yrs., with automatic extension	Resolution W-4672 Feb. 14, 2008	R3-1-NR	Company authorized to deviate from General metered service tariff.	
State of California Department of Veterans Affairs	Barstow	Water Sales Contract	7/12/95	7/12/34		R3-1-NR & AA-4	Company authorized to deviate from General Service and private fire service tariffs.	
City of San Dimas	San Dimas	Water Sales Contract	4/30/10	Continuous		None	Company authorized to deviate from General Irrigation service tariff.	
Glen & Rebecca Robinson	Santa Maria	Fire Protection Service	4/16/12	Continues	D. 12-04-033	AA-4	Company ordered to deviate from Fire Protection service tariff.	

(To be inserted by utility)

Advice Letter No. Decision No. 1881-W

Issued By R. J. Sprowls President

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

#### Date Filed Effective Resolution No.

#### GOLDEN STATE WATER COMPANY (U 133 W)

630 E. FOOTHILL BLVD. – P.O. BOX 9016 SAN DIMAS, CALIFORNIA 91773-9016

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(C)

Subject Matter of Sheet	Schedule Number	<u>CPUC Sheet No.</u>
<b>Rate Schedules:</b> Region 3 Customer Service Areas Residential Metered Service Non-Residential Metered Service	R3-1-R R3-1-NR	9012-W, 8946-W-9046-W 9010-W, 9011-W, 8944-W, 9045-W
Irrigation Service-Forest Lawn	R3-3	9013-W, 8777-W
Region 3 Claremont Customer Service Areas Limited Metered Service Measured Irrigation Service Metered Irrigation Service	R3-CM-7ML R3-CMH-3M R3-CMP-3M	9014-W, 9047-W 9015-W, 9048-W 5966-W
Region 3 Desert Customer Service Area Haulage Flat Rate Service - Morongo	R3-DEM-2H	9016-W
Region 3 Orange County Customer Service Area Metered Irrigation Service	R3-OC-3M	9017-W, 9049-W
Region 3 San Gabriel Customer Service Area Recycled Water Service	R3-RCW	9018-W, 9050-W
Region 3 San Dimas Customer Service Area Measured Irrigation Service	R3-SD-3	9019-W, 9051-W
Santa Maria District Residential Metered Service Non-Residential Metered Service Limited Metered Irrigation Service	SM-1-R SM-1-NR SM-3ML	8923-W, 8990-W, 9040-W 8921-W, 8989-W, 9041-W 8991-W, 9042-W
Simi Valley District Residential Metered Service Non-Residential Metered Service	SI-1-R SI-1-NR	8917-W, 9043-W 8915-W, 8916-W, 9044-W
Contracts and Deviations		9068-W

(Continued)				
(To be inserted by utility)	Issued By	(To be in	serted by P.U.C.)	
Advice Letter No. 1881-W	R. J. Sprowls	Date Filed		
Decision No.	President	Effective		
		Resolution No.		

#### GOLDEN STATE WATER COMPANY (U 133 W)

630 E. FOOTHILL BLVD. – P.O. BOX 9016 SAN DIMAS, CALIFORNIA 91773-9016

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

<u>Subject M</u> Title Page	latter of Sheet	<u>CPUC Sheet No.</u> 4905-W	
Table of C	ontents	9070-W, 9055-W, 9066-W 9065-W, 9069-W, 9059-W	(C) (C)
Prelimina	ry Statements:		
А	Territory served by Utility	8370-W	
B-E	Types and Classes of Service, Description of Service, Procedure to Obtain Service and Symbols	7005-W	
F	Income Tax Component of Contribution Provision		
	Page 1	3140-W	
	Page 2	3141-W	
	Page 3	3142-W	
G	Contaminant Remediation Memorandum Account	8994-W	
Μ	Santa Maria Water Rights Memorandum Account	5096-W	
Q	Customer Assistance Program (CAP) Balancing Account	8888-W	
W	Water Revenue Adjustment Mechanism/Modified Cost Balancing Account (WRAM/MCBA)		
	Page 1	6477-W	
	Page 2	6478-W	
	Page 3	6479-W	
	Page 4	7075-W	
	Page 5	7076-W	
GG	Water Cost of Capital Adjustment Mechanism	5607-W	
MM	Omega Chemical Corporation Superfund Site Memorandum Account	5848-W	
00	Pension And Benefits Balancing Account	5937-W	
TT	Los Osos Groundwater Adjudication Memorandum Account	6101-W	
UU	Santa Maria Steelhead Recovery Plan Memorandum Account	6103-W	
VV	Randall-Bold Balancing Account	6123-W	
ZZ	Low-Income Customer Data Sharing Memorandum Account	6225-W	
EEE	Credit Card Payment Program Memorandum Account	6559-W	
GGG	Tangible Property Regulations Collateral Consequences Memorandum Account	n 6652-W	
HHH	Catastrophic Event Memorandum Account	8484-W	
JJJ	American Recovery And Reinvestment Act Balancing Account	6938-W	
KKK	2016 Interim Rates Memorandum Account	7368-W	
MMM	Los Osos Basin Management Committee Memorandum Account		
	Page 1	7441-W	
	Page 2	7442-W	
NNN	Basin Pumping Rights Litigation Memorandum Account	7451-W	
000	School Lead Testing Memorandum Account	7481-W	

Issued By **R. J. Sprowls President**  (To be inserted by P.U.C.)
Date Filed
Effective
Resolution No.

#### **GOLDEN STATE WATER COMPANY**

#### **DISTRIBUTION LIST**

#### BAY POINT DISTRICT

City of Brentwood Public Works Operations Eric Brennan, Water Operations Manager 2201 Elkins Way Brentwood, CA 94513

Diablo Water District P. O. Box 127 Raley's Shopping Center, 2107 Main St. Oakley, CA 94561-0127 <u>Mikegm1@aol.com</u> cbelleci@diablowater.org

Director of Financer East Bay Municipal Utility District 375 – 11<sup>th</sup> Street, MS #801 Oakland, CA 94607 whendrix@ebmud.com

Contra Costa County Conservation & Development 30 Muir Road Martinez, CA 94553

Jami Napier, MLIS Chief Assistant Clerk of the Board Contra Costa County, Admin Bldg. 651 Pine Street, Room 106 Martinez, CA 94553 Jami.napier@cob.cccounty.us

Goodin, MacBride, Squeri & Day, LLP 505 Sansome Street, Suite 900 San Francisco, CA 94111 City of Antioch P. O. Box 5007 Antioch, CA 94531

Contra Costa Water District Public Affairs Department P. O. Box H2O Concord, CA 94520

City of Martinez 525 Henrietta Avenue Martinez, CA 94553

Bay Point Municipal Advisory Council 3105 Willow Pass Road Bay Point, CA 94565

Michael Kent Contra Costa Health Services 597 Center Ave., Suite 320 Martinez, CA 94553-4635

# Attachment A

#### WATER WELL LEASE RENEWAL AGREEMENT

This WATER WELL LEASE RENEWAL AGREEMENT ("Agreement") is executed this <u>1</u> day of <u>March</u>, 2014 ("Effective Date") by and between GOLDEN STATE WATER COMPANY, a California Corporation ("GSWC"), and the WESTWOOD VILLAGE CONDOMINIUMS ASSOCIATION, a California non-profit, mutual benefit corporation ("Association") (each a "Party" and collectively the "Parties"), with reference to the following facts:

A. GSWC is an investor-owned utility, regulated by the California Public Utilities Commission ("CPUC"), which provides retail water service to residents and businesses within and surrounding the unincorporated community of Bay Point within Contra Costa County (the "Bay Point System").

**B.** The Association is the owner of a tract of land within a planned unit development, commonly referred to as "Westwood Village," which is located within GSWC's Bay Point System. Westwood Village obtains water from GSWC through two water meters.

C. The Association owns a well site and a groundwater well within the well site (collectively hereafter, the "Well") on a parcel located within Westwood Village (Assessor's Parcel Number 097-350-053) ("Parcel"). The Well has been operated by GSWC pursuant to a lease entered into on March 10, 1998, expiring on March 10, 2013 ("Original Lease").

**D.** Pursuant to the Original Lease, GSWC was obligated to operate and maintain the Well, and to supply up to 4.5 million gallons of water annually to the Association at no charge except for a monthly service charge for the two water meters operated by GSWC to service the Association. In exchange, the Original Lease authorized GSWC to use additional water available from the Well for its Bay Point System.

E. The Parties desire to renew the Original Lease and substitute it in its entirety with this Agreement.

**NOW, THEREFORE,** in consideration of the foregoing recitals, the Parties agree as follows:

1. **Renewal Term.** Unless early terminated pursuant to Paragraph 7 of this Agreement, the term of this Agreement shall be five (5) years from the Effective Date with two (2) options to renew at GSWC's option for five (5) years each.

2. **Rights to Pump Well.** During the term of this Agreement GSWC - may pump all water available from the Well into GSWC's Bay Point System.

3. **Operation of the Well**. During the term of this Agreement, GSWC shall, at its sole expense: (i) operate, maintain, and repair the Well as is necessary to maintain the Well in a reasonable and safe working condition. GSWC may also make improvements to the Well as it deems appropriate during the term of this Agreement.

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4. Water Service to the Association. GSWC shall serve water to the Association through two existing meters serving the Association. On a monthly basis GSWC shall bill the Association in accordance with the applicable CPUC Rules and as set forth in GSWC's CPUC tariff schedule. The monthly bill will provide the prior meter read, the current meter read, the total quantity used in hundred cubic feet (CCF), the dollar charge for the quantity used, and the monthly service charge. In addition, the bill will show the amount of credit applied to the prior month's balance for consideration for the lease of the Well by the Association to GSWC. The amount of credit will be for all CCF quantity charge up to a maximum of 4,680 CCF (approximately 3.5 million gallons) per calendar year. Any CCF used above the 4,680 CCF will be billed in accordance with the applicable tariff schedule.

Accounting of the above-stated credit shall commence beginning the first billing period after January 1, 2014. In addition to any sum for volumetric water service owed by the Association for water received in excess of the above-stated credit, the Association shall pay the fixed monthly service charge and additional charges that are not related to the quantity of water used for the two meters serving the Association as set forth in GSWC's CPUC tariff schedule. GSWC shall not be required to provide any further consideration for the lease of the Well other than the above-stated credit and such other obligations expressly set forth in this Agreement.

5. Access to Well. The Association shall afford GSWC reasonable rights of ingress and egress to access the Well and Parcel across the roadways, parking areas, and pathways within the Association, as necessary to operate, maintain, repair and improve the Well and ancillary facilities thereto.

6. Indemnification of Association. GSWC shall assume all liability for the operation of the Well during the term of this Agreement. Further, during the term of this Agreement, GSWC shall indemnity and save harmless the Association, its individual homeowners, tenants, and assignees, its Directors and Committee members, and its management company, from any loss, claim, expense (including attorneys' fees and court costs), demand or cause of action of any kind or character arising out of the operation, management, maintenance, repair, or improvement of the Well, except for any loss or damage caused by the sole negligence or intentional actions or omissions of the Association, its individual homeowners, tenants and assignees, its Directors and Committee members, or its management company. 7. **Early Termination.** Either party may terminate this Agreement, upon the giving of ninety (90) days written notice to the other party delivered via certified United States Postal Service. In the event GSWC terminates this Agreement pursuant to this Paragraph, and upon written request provided to GSWC from the Association within thirty (30) days from the date of notice of termination by GSWC, GSWC will reimburse the Association for all reasonable costs for the destruction of the Well in a manner consistent with all applicable County regulations, provided that the Association causes the well to be destroyed pursuant to all applicable County regulations within four (4) months from the date of notice of termination by GSWC. In the event this Agreement is terminated pursuant to this Paragraph, GSWC will resume billing, and the Association shall resume paying, for water service at GSWC's then-current CPUC tariff schedule.

#### 8. General Provisions

a. <u>Further Assurances</u>. The Parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Agreement.

b. <u>Construction</u>. The provisions of this Agreement shall be liberally construed to effectuate its purposes. The language of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against any Party, as each Party has participated in the drafting of this Agreement and had the opportunity to have their counsel review it.

c. <u>Notices and Communication</u>. Any notice or communication hereunder shall be deemed sufficient if given by one Party to another Party or Parties, as appropriate, in writing and either (1) delivered in person, (2) transmitted by electronic mail and acknowledgment of receipt is made by the receiving Party(ies), (3) deposited in the United States mail in a sealed envelope, certified and with postage and postal charges prepaid, or (4) delivered by a nationallyrecognized overnight delivery courier service, and addressed as follows:

Association: Westwood Village Condominiums Association c/o Boardwalk Investment Group, Inc. 317 Lennon Lane, Suite 200 Walnut Creek, CA 94598

GSWC: Northern District Manager Golden State Water Company 630 E Foothill Blvd San Dimas, CA 91773

or to such other address or to such other person as each Party shall have last

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designated for receipt of notices pursuant to this Agreement. The effective date of any written notice, explanation, or communication shall be the earlier of the date of actual receipt, acknowledgment of receipt in the case of delivery by electronic mail, or three days following deposit in the United States mail.

d. <u>Attorneys' Fees</u>. In the event of any action or proceeding brought by either party against the other under this Agreement the prevailing party shall be entitled to recover its expenses and costs, including its attorneys' fees and expert witness fees in such action or proceeding, including costs of appeal if any, in such amount as the court may adjudge reasonable.

e. <u>Severability</u>. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provision or part thereof, shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part of this Agreement is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the extent possible and as agreed to by the Parties, with a legal, enforceable and valid provision that is as similar in content to the stricken provision as is legally possible.

f. <u>Entire Agreement and Substitution of Original Lease in its</u> <u>Entirety</u>. This Agreement supersedes and substitutes for the Original Lease in its entirety with respect to the matters addressed by this Agreement. The Original Lease is hereby terminated and of no further effect. There are no other terms, conditions, or agreements, express or implied, written or oral, between the Association and GSWC, that extend, limit, or in any way modify the terms of this Agreement.

g. <u>Amendments</u>. This Agreement may be amended, modified or supplemented only by a writing signed by both parties. Any purported oral amendment, modification, or supplement of this Agreement is void.

h. <u>Successors and Assigns</u>. This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective legal representatives, successors, and assigns.

i. <u>No Third Party Rights</u>. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to this Agreement and their respective successors and assigns, nor shall any provision in this Agreement give any third persons any right of subrogation or action over or against any Party to this Agreement.

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j. <u>Signatures - Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any of such completely executed counterparts shall be sufficient proof of this Agreement.

FOR GOLDEN STATE WATER COMPANY

DATED: 5/2/2014

DATED:\_ 5/7/2014

PATRICK SCANLON Vice President Golden State Water Company

an

EVA TANG Senior Vice President, CFO Golden State Water Company

FOR WESTWOOD VILLAGE CONDOMINIUMS ASSOCIATION

DATED:\_\_\_\_03-17-2014

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Westwood Village Board of Directors

3 17 2014 DATED:

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DATED: 3 -17-2014

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