

**CALIFORNIA PUBLIC UTILITIES COMMISSION
DIVISION OF WATER AND AUDITS**

Advice Letter Cover Sheet

Utility Name: PureSource Water, Inc.

Date Mailed to Service List: 12/20/24

CPUC Utility #: WTD 158

Protest Deadline (20th Day): 1/9/25

Advice Letter #: 48

Review Deadline (30th Day): 1/19/25

Tier 1 2 3 Compliance

Requested Effective Date: 1/1/25

Authorization: GO-96B (8)

Rate Impact: \$1

Description: Pass through a per-Customer fee newly charged by Soquel Creek Water District for Emergency Intertie Connection.

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.

Utility Contact: Martin Mills

Utility Contact: Jennifer Young

Phone: 831-688-8476

Phone: 831-688-8476

Email: Martin@psh2o.com

Email: Jennifer@psh2o.com

DWA Contact: Tariff Unit

Phone: (415) 703-1133

Email: Water.Division@cpuc.ca.gov

DWA USE ONLY

DATE

STAFF

COMMENTS

APPROVED

WITHDRAWN

REJECTED

Signature: _____

Comments: _____

Date: _____

PureSource Water, Inc.

PO Box 1958, Aptos, CA 95001

Telephone 831-688-8476

December 20, 2024

Advice Letter No. 48

TO THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

PureSource Water, Inc. (PureSource) hereby transmits for filing one original and one copy of this advice letter (AL) and the following tariff sheets which are enclosed:

| <u>NEW SHEET #</u> | <u>TITLE</u> | <u>CANCELLING SHEET #</u> |
|--------------------|--------------------------------------|---------------------------|
| 322-W | Schedule No. 2R (Special Conditions) | 292-W |
| 323-W | Table of Contents | 321-W |

REQUEST

By Advice Letter No. 48, PureSource requests to pass through to Customers, the \$1.00 per connection, per month fee, newly being charged to PureSource by Soquel Creek Water District (SqCWD). PureSource is seeking a surcharge of \$1.00 per connection per month to be included on Customer bills, collected by PureSource, that will then be paid monthly to SqCWD. This is a direct pass-through in which PureSource retains no income, and, as such, the CPUC Reimbursement Fee will not be added to this surcharge.

BACKGROUND

An intertie connection with Soquel Creek Water District (SqCWD) was established in 2007 to provide water service to PureSource on an emergency basis. The intertie agreement is reviewed and renewed by the SqCWD Board every two years. On September 24, 2024, the Board authorized, as part of the intertie agreement renewal, a Monthly Emergency Service Connection Fee. This is a newly established fee of \$1 per connection per month to be paid to SqCWD as part of the Emergency Intertie Agreement. The intertie agreement was renewed for five years (60 months) instead of two years as in previous renewals. The agreement and fee therefore terminate in five years, subject to extension in future intertie agreement renewals.

OTHER PENDING ADVICE LETTERS

- On October 3, 2024, PureSource submitted AL No. 46 Compliance Filing to revise Tariff Rules pursuant to SB-3 Customer Protections.
- On December 20, 2024, PureSource submitted AL No. 47 to adopt the surcharge rate to fund the Public Utilities Commission Reimbursement Fee pursuant to Resolution (Res.) M-4874 issued December 19, 2024.

PureSource Water, Inc.

PO Box 1958, Aptos, CA 95001

Telephone 831-688-8476

TIER DESIGNATION AND REQUESTED EFFECTIVE DATE

This AL and the enclosed tariff sheets are submitted pursuant to Water Industry Rule 7.3.1 and General Order (GO.) 96-B. AL 48 is designated as a Tier 1 AL¹, with a requested effective date of January 1, 2025.²

NOTICE

This AL does not require notice;³ however, the utility shall inform its customers, by bill insert in the first bill that includes the surcharge, of the amount of that surcharge. A copy of this AL has been served to all parties listed on the service list⁴ on the last page of this AL. This filing will not cause withdrawal of service nor conflict with any other schedule or rule.

RESPONSE OR PROTEST⁵

Anyone may respond to or protest this AL. A response supports the filing and may contain information that proves useful to the Commission in evaluating the AL. 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
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 relitigating 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.

¹ Resolution W-4664

² GO. 96-B, Water Industry Rule 7.3.1

³ GO. 96-B, General Rule 4.2

⁴ GO. 96-B, Water Industry Rule 4.1

⁵ GO. 96-B, General Rule 7.4.1

PureSource Water, Inc.

PO Box 1958, Aptos, CA 95001

Telephone 831-688-8476

The addresses for submitting a response or protest are:

Mailing Address:

California Public Utilities Commission
Water Division, 3rd Floor
505 Van Ness Avenue
San Francisco, CA 94102

Email Address:

Water.Division@cpuc.ca.gov

On the same day the response or protest is submitted to DWA, the respondent or protestant shall send a copy of the protest to PureSource at:

Mailing Address:

PureSource Water, Inc.
PO Box 1958
Aptos, CA 95001

Email Address:

martin@psh2o.com

Cities and counties that need Board of Supervisors or Board of Commissioners approval to protest should inform DWA, 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 DWA 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.⁶

PureSource Water, Inc.

By: _____

Martin Mills

Owner

Enclosures:

AL 48 Cover Sheet

Tariff

Attachment A – Intertie Agreement

⁶ GO. 96-B, General Rule 7.4.3

PureSource Water, Inc.

PO Box 1958, Aptos, CA 95001

Telephone 831-688-8476

SERVICE LIST¹

*Soquel Creek Water District
P.O. Box 1550
Capitola, CA 95010
MelanieS@soquelcreekwater.org

*Central Water District
400 Cox Road
Aptos, CA 95003
cenwtr@yahoo.com

*Trout Gulch Mutual Water Company
90 Victoria Lane
Aptos, CA 95003
troutgulchwater@gmail.com

*Cathedral Hills Mutual Water Company
237 Campus Drive
Aptos, CA 95003
pgoetz517@gmail.com
ball.jerry@sbcglobal.net

*Environmental Health Services
County of Santa Cruz
701 Ocean Street, Room 312
Santa Cruz, CA 95060
Nathan.Salazar@santacruzcounty.us

*Pete Brown
2042 Redwood Drive
Aptos, CA 95003
gabrow8@aol.com

*Sandy and Annie Lydon
2255 Redwood Drive
Aptos, CA 95003
salydon@aol.com
annvalydon@aol.com

*Roger Henderson
3728 Redwood Drive
Aptos, CA 95003
ontbijtkaas@gmail.com

*Kim Bierman
3153 Redwood Drive
Aptos, CA 95003
kbierwoman@comcast.net

*Joan Vierra
3675 Redwood Drive
Aptos, CA 95003
vierraweaver@gmail.com

*Becky Steinbruner
3441 Redwood Drive
Aptos, CA 95003
ki6tkb@yahoo.com

*Holger Blech and Sandy Clay
3218 Forest Park Lane
Aptos, CA 95003
theblechfamily@gmail.com

*Notified by email

PureSource Water, Inc.

PO Box 1958, Aptos, CA 95001

Telephone 831-688-8476

CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

I hereby certify that the service list has been served a copy of this Advice Letter No. 48 on December 20, 2024.

Executed in Aptos, California on the 20th of December, 2024.

PureSource Water, Inc.

By: _____
Martin Mills
Owner

Schedule No. 2R

RESIDENTIAL FLAT RATE SERVICE

APPLICABILITY

Applicable to all flat rate residential and commercial water service.

TERRITORY

Rio del Mar Lodge Sites Subdivisions Nos. 1 and 2 and parcel identified as Tax Code Area 105-111-36, in Santa Cruz County.

RATES

| | Per Service Connection <u>Per Month</u> |
|---|--|
| For each single-family residential unit | \$123.68 |

SPECIAL CONDITIONS

1. All bills are subject to the reimbursement fee set forth in Schedule No. UF.
2. All bills are subject to a \$1.00 per month surcharge. This surcharge is a direct pass-through fee per the Emergency Intertie Agreement between PureSource Water and Soquel Creek Water District. This surcharge is *not* subject to the fee set forth in Schedule No. UF. (N)

(To be inserted by utility)

Advice Letter No. 48

Decision No. _____

Issued By

Martin Mills

Owner

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

Date Filed _____

Effective _____

Resolution No. _____

TABLE OF CONTENTS

The following listed tariff sheets contain all effective rates and rules affecting the charges and services of the utility, together with other pertinent information.

| <u>SUBJECT MATTER OF SHEET</u> | <u>P.U.C. SHEET NO.</u> | |
|--|--|-----|
| Title Page | 268-W | |
| Table of Contents | 323-W , 263-W | (T) |
| Preliminary Statements | 13-W, 14-W, 182-W, 183-W, 236-W, 237-W | |
| Service Area Map | 81-W | |
| Rate Schedules: | | |
| Schedule No. 2R – Residential Flat Rate Service | 322-W | (N) |
| Schedule No. LC – Late Payment Charge | 185-W | |
| Schedule No. UF – Surcharge to Fund PUC Reimbursement Fee | 320-W | |
| Schedule No. F – Facilities Fee | 293-W | |
| Rules: | | |
| No. 1 – Definitions | 295-W, 296-W | |
| No. 2 – Description of Service | 68-W | |
| No. 3 – Application for Service | 186-W | |
| No. 4 – Contracts | 19-W | |
| No. 5 – Information Required on Forms | 297-W – 300-W | |
| No. 6 – Establishment and Re-establishment of Credit | 22-W | |
| No. 7 – Deposits | 190-W, 191-W | |
| No. 8 – Notices | 301-W – 303-W | |
| No. 9 – Rendering and Payment of Bills | 194-W, 195-W | |
| No. 10 – Disputed Bills | 304-W, 305-W | |
| No. 11 – Discontinuance and Restoration of Service | 306-W – 318-W | |
| No. 12 – Information Available to Public | 33-W, 34-W | |
| No. 13 – Temporary Service | 35-W, 36-W | |
| No. 14 – Continuity of Service | 37-W | |
| No. 14.1 – Water Conservation & Rationing Plan | 272-W – 278-W | |
| No. 15 – Main Extensions | 206-W to 218-W, 283-W | |
| No. 16 – Service Connections, Meters, & Customer’s Facilities | 219-W – 225-W | |
| No. 17 – Standards for Measurements of Service | 54-W | |
| No. 18 – Meter Tests & Adjustment of Bills for Meter Error | 55-W – 57-W | |
| No. 19 – Service to Separate Premises & Multiple Units and Resale of Water | 142-W, 143-W | |
| No. 20 – Water Conservation | 228-W | |
| No. 21 – Fire Protection | 229-W | |

(continued)

(To be inserted by utility)

Advice Letter No. 48

Decision No. _____

Issued By

Martin Mills

Owner

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

Date Filed _____

Effective _____

Resolution No. _____



ATTACHMENT: A

AGREEMENT

The parties to this Agreement are the Soquel Creek Water District (“District”) and PureSource Water Inc., (“PureSource Water”).

RECITALS

- A. PureSource Water is a private water company providing water service to 77 residential services in the Aptos Hills area of Santa Cruz County, which is outside of the District’s boundaries and partially outside the District’s Sphere of Influence.
- B. District is a County Water District organized under California Water Code sections 30000, *et seq.*
- C. PureSource Water needs an emergency source of water for its customers in the event that its facilities are unable to supply its customers.
- D. District is willing to provide service, for emergency purposes only, through an intertie on the terms and conditions set forth hereinafter.

NOW THEREFORE IT IS HEREBY AGREED:

1. District will agree to provide water to PureSource Water on an emergency basis only so long as the District has surplus waters available as set forth in California Water Code section 31023 and the service of PureSource Water does not compromise the District’s ability to serve its customers. This Agreement commences on December 1, 2024, provided both parties have executed the Agreement, and terminates 60 months thereafter, subject to extension by District after review of PureSource Water’s implementation of PureSource Water’s conservation and metering plan.
2. PureSource Water will maintain the intertie between the systems, including pipeline intertie, backflow assembly (air-gap), any booster pump requirements, and related facilities up to the meter.
3. In view of the limited service, the monthly emergency connection fee shall be \$1.00 per month per each customer connection served by PureSource Water.
4. PureSource Water agrees that it will pay for all water furnished at the District’s commercial water use rate in effect on the date of the furnishing of water. All statements shall be paid within thirty (30) days of the billing.
5. It is understood that because this service is for emergency purposes only, the intertie will be locked off unless opened by District personnel following an emergency request from PureSource Water. All requests for use of the intertie shall be directed to the Operations & Maintenance Manager of the Soquel Creek Water District, who shall make the determination that sufficient water is available to District customers to permit use of the intertie. That determination shall be binding. Within 24 hours of a request for service, the Operations & Maintenance Manager shall make his or her

determination. If that determination is in the affirmative, District staff will be dispatched, immediately, to activate the intertie. Any activation of water service via the intertie in excess of 30 continuous days must be authorized by the District's General Manager. Any decision of the General Manager to extend or terminate service after 30 continuous days shall be presented to the District's Board of Directors for review at the next regularly noticed Board Meeting.

6. PureSource Water shall immediately adopt water restriction measures to be enforced whenever emergency service is activated. These measures shall be presented to District within thirty (30) days of the date of this Agreement for approval by the District General Manager to assure that they are consistent with restrictions placed on District customers in emergency situations. Said measures shall thereafter be put in place, and PureSource Water shall promptly notify all customers of the water use restrictions whenever a use of the intertie is made.
7. District staff will be notified of and supervise the testing of the intertie connection at least annually to ensure that there are no health or water quality issues. Each party to this Agreement shall operate its pipeline in such a manner that any water which the District delivers pursuant to this Agreement shall not be diminished in quality as a result of being delivered.
8. PureSource Water agrees to defend, indemnify, and hold harmless District from any and all claims arising out of District's participation in this Agreement and the operation of the intertie connection.
9. If an action is brought to enforce, interpret, or avoid this Agreement, the prevailing party shall be entitled to a reasonable attorney's fee and all court costs incurred.
10. This Agreement is binding upon the parties, their successors, and assigns.
11. This Agreement is terminable by either party on thirty (30) days written notice.

Soquel Creek Water District

Melanie Mow Schumacher

Melanie Mow Schumacher
General Manager

Nov-14-2024
Dated: _____

PureSource Water, Inc.

Martin Mills

Martin Mills
Owner

Nov-13-2024
Dated: _____

Audit Trail

Request Details

Request Title: 2024_11_XX_PureSource Water Inc_Agreement

Request Status: Fully Signed

Sent On: 05-11-2024 20:24:06

Approver 1 Details



martin@psh2o.com

Authentication Type : Email/Link

Security Type : N/A

eSign T&C accepted on : 01-10-2024 18:04:34

Signature

Audit Details

Viewed By Signer martin@psh2o.com on 14-11-2024 04:04:25

IP : 73.158.215.156 Coordinates: 37.0409472,37.0409472

Signed By Signer martin@psh2o.com on 14-11-2024 04:23:18

IP : 73.158.215.156 Coordinates: 37.0409472,37.0409472

Approver 2 Details



Melanie Mow Schumacher

(melanies@soquelcreekwater.org)

Authentication Type : Email/Link

Security Type : N/A

eSign T&C accepted on : 09-06-2023 08:06:04

Signature

Audit Details

Viewed By Signer melanies@soquelcreekwater.org on 14-11-2024 06:05:56

IP : 104.47.57.126 Coordinates: -

Viewed By Signer melanies@soquelcreekwater.org on 14-11-2024 06:05:57 (00h:01m:57s)

IP : 73.170.9.241 Coordinates: -

Signed By Signer melanies@soquelcreekwater.org on 14-11-2024 06:07:58

IP : 73.170.9.241 Coordinates: ,