

Decision PROPOSED DECISION OF ALJ BUSHEY (Mailed 6/25/2013)**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA**

In the Matter of the Application of
San Jose Water Company (U168W) for
Commission Approval of Cost Recovery
for Upgrading the Montevina Water
Treatment Plant.

Application 10-09-019
(Filed September 30, 2010)

(See Attachment B for Appearances)

DECISION APPROVING SETTLEMENT AGREEMENT**1. Summary**

This decision approves the settlement agreement between the San Jose Water Company and the Division of Ratepayer Advocates which provides for rate base treatment for the costs of the Montevina Water Treatment Plant Upgrade Project. This proceeding is closed.

2. Background

On September 30, 2010, San Jose Water Company (Company) filed this application seeking Commission authorization to place into rate base and revenue requirement the forecasted costs of upgrading its existing Montevina Water Treatment Plant. Overall, the application stated that the Montevina Upgrade Project will cost \$47.3 million in estimated construction costs, with various cost escalation, administrative, contingency, and overhead factors bringing the total estimated project cost to \$73.7 million. The Company stated that it has tentatively selected membrane filtration system as the treatment

process for the Montevina Upgrade Project, but this selection is subject to change in the yet-to-be-completed environmental clearance, permitting, and approval process. The Company has conducted pilot tests on three different types of membrane filtration systems and determined that all three meet the operational and costs requirements so that the final determination of membrane filtration system will be based on competitive bids from vendors of the various systems.

The schedule for Commission review of the proposed ratemaking authorizations are set forth below as the Company proposed in its application:

	Increase in Rate Base	Increase in Revenue Requirement	Commission Review
2011	\$2,500,000	\$489,848	Current application
2012	\$9,500,000	\$1,861,422	Current application
2013	\$39,300,000	\$7,700,411	2012 General Rate Case
2014	\$18,100,000	\$3,546,500	2012 General Rate Case
2015	\$4,300,000	\$842,539	2012 General Rate Case
TOTAL	\$73,700,000		

The Company explained that this application was submitted pursuant to Ordering Paragraph 8 of Decision (D.) 09-11-032, which states:

San Jose Water Company shall file a separate application outside of its general rate case proceeding seeking approval of project costs and recovery for upgrading its Montevina Station to maintain water quality and to increase its capacity to treat surface water, upon completion of a facilities plan study and specific project design.

Along with its application, the Company circulated its Montevina Water Treatment Plant Facilities Plan. The plan projected a January 2015 completion date assuming the pre-design work began by January 2011.

On November 5, 2010, the Division of Ratepayer Advocates (DRA) protested the application. DRA stated that in D.09-11-032 the Commission granted the Company's request for \$206,000 to fund a facilities plan study but denied its request for \$4,462,000 for environmental, pilot testing, and detailed design and specifications development. DRA explained that it will review the need for the Montevina Upgrade Project and Facilities Plan's conclusion that membrane filtration is the best filtration option for the plant.

DRA also noted that since first proposed in 2009, the projected costs of this plant Montevina Upgrade Project have increased by approximately 100%. DRA stated that it intended to analyze the validity of this increase, and explore other financing options to pay for the plant Montevina Upgrade Project.

The assigned Administrative Law Judge (ALJ) convened a prehearing conference on January 31, 2011, where a procedural schedule was adopted. On March 8, 2011, assigned Commissioner Peevey issued his scoping memo determining that the scope of the proceeding would include all factual and legal issues necessary to determine whether the Company had met its burden of justifying its proposed rate increases as required by Pub. Util. Code § 454. Under the scoping memo, the Company must justify the need for the specific components of its plan as well as the timing of its proposed Montevina Upgrade Project. Specifically, the scope included whether the company had:

- presented a sufficiently definite project that will allow the Commission to evaluate the various cost components, and whether the current application met all the requirements set out in D.09-11-032, including selection of a specific project design;
- justified the timing of the amounts it proposes to include in rate base as being consistent with the requirement that assets be used and useful in the provision of public utility

service to the public prior to being placed in rate base, absent explicit authorization; and

- received authorization to record the engineering study and pilot project costs as utility plant in service.

After the parties distributed prepared direct testimony, evidentiary hearings were held on April 18, 2011, where 22 evidentiary exhibits were received. The parties filed and served opening briefs on May 16, 2011, and reply briefs followed on June 9, 2011. The matter was submitted for Commission consideration with the filing of the reply briefs.

In the midst of the hearing process, the proceeding was reassigned from Commissioner Peevey to Commissioner Sandoval, who is also the assigned Commissioner for the Company's 2012 general rate case, Application 12-01-03. On March 15, 2012, Commissioner Sandoval determined that the Commission would address the company's request for approval of project costs and recovery for upgrading the Montevina Water Treatment Plant in this proceeding, and that the issue would not be included in the general rate case.

On July 16, 2012, assigned Commissioner Sandoval issued her scoping memo setting aside submission and finding that the record in this proceeding should be supplemented with additional evidentiary presentation.

To provide the Commission a full record on which to make this decision, the assigned Commissioner set a schedule for additional evidence to be presented. Both the Company and DRA served additional testimony. After a prehearing conference on November 27, 2012, the parties engaged in settlement negotiations and submitted the Settlement Agreement on March 6, 2013, and the proceeding was submitted for consideration by the Commission.

3. Description of the Settlement Agreement

The parties state that the Settlement Agreement (1) caps the costs to be included in revenue requirement at \$62 million, (2) limits associated interest accruals, and (3) provides for the amount of project costs to be adjusted up or down based on future events to address DRA concerns regarding the cost-effectiveness of the Montevina Upgrade Project. The Settlement Agreement also provides for an annual Tier 2 advice letter filing to move properly recorded costs of the Montevina Upgrade Project into rate base.

Specifically, the Settlement Agreement provides for the Company to file annual Tier 2 advice letters to include in rate base properly recorded costs of the Montevina Upgrade Project. Until moved to rate base, such costs shall accrue interest during construction on a monthly basis at the Company's actual weighted average cost of debt, including short-term debt, and capitalized interest shall not be compounded.

The parties agreed that the total Montevina Upgrade Project estimate should be \$62 million, a 16% reduction from the originally proposed \$74 million. Further, the Company will not seek recovery from ratepayers the costs of any additional upgrades to the Montevina Water Treatment Plant, above those approved in today's decision, necessary to meet existing primary or secondary water standards (including compliance with the Long-term 2 Enhanced Surface Water Treatment Rule (published in the Federal Register on February 6, 2006) or Disinfection Byproducts control for compliance with the Stage 2 Disinfectants and Disinfection Byproduct Rule (published in the Federal Register on January 4, 2006)). However, the Company may request additional funding in a future general rate case or application, so long as adequate justification is provided, for costs that exceed the advice letter cap.

DRA retained the right to recommend a capacity adjustment in the event that the upgraded Montevina Water Treatment Plant is unable to treat high turbidity water, i.e., greater than 15 Nephelometric Turbidity Units.

4. Discussion

In this application, the Company bears the burden of proof to show its requests are just and reasonable and the related ratemaking mechanisms are fair. In order for the Commission to approve any proposed settlement, the Commission must be convinced that the parties have a sound and thorough understanding of the application, the underlying assumptions, and the data included in the record. This level of understanding of the application and development of an adequate record is necessary to meet our requirements for considering any settlement. These requirements are set forth in Rule 12.1, which states, in pertinent part:

The Commission will not approve settlements, whether contested or uncontested, unless the settlement is reasonable in light of the whole record, consistent with law, and in the public interest.

As discussed below, we find the Settlement Agreement consistent with Rule 12.1.

4.1. Reasonable in Light of the Record as a Whole

As reflected in the application, protest, testimony, hearing exhibits and briefs, the parties held both similar and different positions on the various issues involved in this proceeding. The parties reviewed the application, Kennedy/Jenks Facilities Study, each other's testimony, hearing exhibits, briefs and were involved in discussions of the issues presented in the application. The parties conducted settlement negotiations after consideration of all testimony and information over several months. The parties fully considered the facts and

law relevant to this case before reaching a reasonable compromise on the issues raised in the Company's application. In agreeing to a settlement, the parties used their collective experience to produce appropriate, well-founded recommendations. The parties believe the Settlement Agreement balances the various interests affected in this proceeding, reflects appropriate compromises of the parties' litigation positions, and is reasonable. The Commission agrees.

4.2. Consistent With Law and Prior Commission Decisions

The parties state that they are aware of no statutory provisions or prior Commission decisions that would be contravened or comprised by the Commission's adoption of the Settlement Agreement. The issues resolved in the Settlement Agreement are within the scope of the proceeding. If adopted, the Settlement Agreement would result in reasonable rates for the Company's customers and will improve the capability of the Montevina Water Treatment Plant to provide economical and safe water to the San Jose System.

4.3. The Public Interest

We find that the Montevina Water Treatment Plant Upgrade Project and associated ratemaking treatment as proposed by the Settlement Agreement are reasonable and provide adequate funding to the Company for the Montevina Upgrade Project costs. The Settlement Agreement reflects a downward adjustment of 16% from the Company's original request and limits interest and contingency cost. The Settlement Agreement represents a favorable ratemaking and water supply outcome for ratepayers.

The settlement is in the public interest because the proposed Montevina Treatment Plant Upgrade Project will promote local water sources consistent with state policy by relying on streamflow from the local watersheds of the

Santa Cruz Mountains. The expanded capacity of the plant will preserve the Company water rights to the streamflows, which are critical to diversifying water sources and increasing local reliability. The design of the plant upgrade promotes energy conservation by relying more on gravity rather than pumping groundwater or importing surface water from the Sacramento Delta, an over-allocated supply source. In sum, the Montevina Treatment Plant Upgrade project furthers the public interest as a cost effective local supply-source alternative to imported or pumped water.

Numerous Commission decisions endorse settlements and support the public policy favoring settlement of disputes that are fair and reasonable in light of the whole record.¹ The Commission's support of this public policy furthers many worthwhile goals, including reducing the expense of litigation, conserving the scarce resources of the Commission, and allowing parties to reduce the risk that litigation will produce unacceptable results.²

Thus, from reviewing the Settlement Agreement and the process used to arrive at these mutually acceptable outcomes, the Commission concludes that the requirements of Rule 12.1 and Public Utilities Code Section 451 have been met.

5. Categorization and Need for Hearing

In Resolution ALJ 176-3262 dated October 14, 2010, the Commission preliminarily categorized this application as ratesetting, and preliminarily determined that hearings were necessary. Evidentiary hearings have been held

¹ D.88-12-083 and D.91-05-029.

² D.92-12-019.

and with the filing of the Settlement Agreement and supporting motion, no further hearings are necessary.

6. Comments on Proposed Decision

The proposed decision of ALJ Bushey in this matter was mailed to the parties in accordance with Section 311 of the Public Utilities Code and comments were allowed under Rule 14.3 of the Commission's Rules of Practice and Procedure. Comments were filed jointly by San Jose Water Company and the Division of Ratepayer Advocates seeking clarifying revisions to the text, which have been incorporated.

7. Assignment of Proceeding

Catherine J.K. Sandoval is the assigned Commissioner and Maribeth A. Bushey is the assigned ALJ in this proceeding.

Findings of Fact

1. DRA protested this application and submitted testimony.
2. The parties filed and served a Settlement Agreement which is Attachment A to today's decision.
3. The Settlement Agreement reflects a downward adjustment of 16% from the Company's requested amount, and provides for treatment of high-turbidity water to increase the water treatment capability of the Montevina Plant.
4. The settlement is in the public interest because the proposed Montevina Treatment Plant Upgrade Project will promote local water sources consistent with state policy by relying on streamflow from the local watersheds of the Santa Cruz Mountains. The expanded capacity of the plant will preserve the Company water rights to the streamflows, which are critical to diversifying water sources and increasing local reliability. The design of the plant upgrade promotes energy conservation by relying more on gravity rather than pumping

groundwater or importing surface water from the Sacramento Delta, an over-allocated supply source. In sum, the Montevina Treatment Plant Upgrade project furthers the public interest as a cost effective local supply-source alternative to imported or pumped water.

5. The Settlement Agreement is reasonable in light of the record, consistent with the law, and in the public interest.

Conclusions of Law

1. The Settlement Agreement fully resolves and settles all disputed issues between the Company and DRA in this proceeding.

2. The Settlement Agreement we approve is reasonable in light of the whole record, consistent with law, and in the public interest.

3. The Settlement Agreement should be approved.

4. No further hearings are necessary.

5. The proceeding should be closed.

O R D E R

IT IS ORDERED that:

1. The March 6, 2013, motion by San Jose Water Company and the Division of Ratepayer Advocates for approval of Settlement Agreement is granted.

2. The Settlement Agreement is Attachment A to today's decision and is approved.

3. San Jose Water Company (Company) is authorized to file annual Tier 2 advice letters to include in rate base properly recorded costs of the Montevina Upgrade Project. Until moved to rate base, such costs shall accrue interest during construction on a monthly basis at the Company's actual weighted

average cost of debt, including short-term debt, and capitalized interest shall not be compounded. The total cost for the Montevina Upgrade Project included a 10% design contingency with a total project cost estimate of \$62 million. This \$62 million construction cost estimate will be treated as an advice letter cap for ratemaking purposes. The Company must not request that ratepayers bear the costs of any additional upgrades, beyond those approved in today's decision, to the Montevina treatment plan related to meeting existing primary or secondary water standards (including compliance with the Long-term 2 Enhanced Surface Water Treatment Rule (published in the Federal Register on February 6, 2006) or Disinfection Byproducts control for compliance with the Stage 2 Disinfectants and Disinfection Byproduct Rule (published in the Federal Register on January 4, 2006). Provided, however, the Company is authorized to request additional ratepayer funding in a future general rate case or application subsequent to project completion if the costs of constructing the Montevina Plant Upgrade exceed the advice letter cap and the Company adequately justifies the additional cost.

4. Application 10-09-019 is closed.

This order is effective today.

Dated _____, at San Francisco, California.

ATTACHMENT A

**Settlement Agreement Between the Division of
Ratepayer Advocates and San Jose Water Company**

Attachment A

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

In the Matter of the Application of SAN JOSE
WATER COMPANY (U 168 W) for Commission
Approval of Cost Recovery for Upgrading the
Montevina Water Treatment Plant.

Application 10-09-019
(Filed September 30, 2010)

**SETTLEMENT AGREEMENT BETWEEN THE
DIVISION OF RATEPAYER ADVOCATES AND
SAN JOSE WATER COMPANY**

I. INTRODUCTION

1. Pursuant to Article 12 of the Rules of Practice and Procedure ("Rules") of the California Public Utilities Commission ("Commission"), the Division of Ratepayer Advocates ("DRA") and San Jose Water Company ("SJWC"), referred to together as "the Parties," have agreed on the terms of this Settlement Agreement which they now submit for review, consideration, and approval by Administrative Law Judge Maribeth A. Bushey and the Commission. This Settlement Agreement resolves all outstanding issues in this proceeding.

2. This Settlement Agreement is the product of a process of direct negotiation between the Parties. Consistent with Rule 12.1(b), notice of the April 12, 2011 settlement conference was provided to all parties to the proceeding on April 1, 2011. The only party to the proceeding not participating in the Settlement Agreement, a customer of Idylwild Water

Company who entered an appearance at the first prehearing conference held on January 31, 2011, has not participated actively in the proceeding since that date. Accordingly, the Settlement Agreement is not presented as an all-party settlement, but no opposition to the Settlement Agreement is anticipated.

3. Specific terms resolving issues presented in this proceeding are set forth in Section III below.

I. FACTUAL AND PROCEDURAL BACKGROUND

1. Constructed in 1969 with a nominal capacity of 30 million gallons per day (“MGD”), the Montevina Water Treatment Plant (“WTP”) treats surface water from the Santa Cruz Mountains, including Los Gatos Creek and its tributaries. The Montevina WTP has treated water for delivery into SJWC’s distribution system for more than 40 years, using a direct media filtration process with chlorine disinfection.

2. Treatment at Montevina lacks essential modern features and many of the plant’s components are at or beyond the end of their useful lives. During the winter and spring seasons, when source water in the local watershed is plentiful due to rainfall, water treatment at the Montevina plant is challenged by rapid changes in turbidity during and after storms. Treatment production must be reduced or shut down entirely, with associated loss of supply, resulting in the loss of thousands of acre feet of surface water.

3. In addition to its operating limitations, the Montevina WTP also is challenged to meet new water quality regulations, requiring diversion of stream flow from the plant. Such diversions not only reduce distribution of surface water supply but also risk invalidating SJWC’s water rights.

4. SJWC presented a preliminary view of its Montevina upgrade plans in its general rate case ("GRC") for Test Year 2010. By Decision 09-11-032, the Commission recognized the need for SJWC to plan for a Montevina upgrade project, approving inclusion of preliminary study costs in rate base but deferring approval of remaining project costs until a Facilities Plan and project design were completed. The Commission directed SJWC to file a separate application seeking approval of project costs and recovery for upgrading the Montevina WTP to maintain water quality and to bring surface water treatment capacity back to the original design capacity. After conducting the required study, SJWC filed the present Application on September 30, 2010, seeking approval of cost recovery for the proposed upgrades to the Montevina WTP.

5. The Montevina Water Treatment Plant Facilities Plan ("Facilities Plan"), finalized in July 2010, was provided as an exhibit to the present Application, and received into evidence as Exhibit 5. The Facilities Plan recommended facilities improvements designed to replace aging facilities with advanced, cost-effective treatment technology; reliably meet current and future state and federal drinking water standards, provide up to 30 MGD of water production capacity even when source water is highly turbid, maximize production from a low-cost water source, maintain SJWC's water rights, and maintain capacity for at least 10 MGD of plant production during the construction period.

6. The Facilities Plan evaluated three alternative treatment process approaches to achieve the specified project objectives, resulting in selection of the membrane filtration systems alternative as the recommended technology. A pilot test confirmed that three different membrane technologies were capable of meeting the operational, performance and water quality objectives of the Montevina WTP project. Accordingly, the Facilities Plan recommended that a specific membrane technology be selected based on an evaluated competitive bid. Based on preliminary

design criteria and a preliminary project schedule, the Facilities Plan provided a detailed capital cost estimate totaling \$73.7 million.

7. SJWC filed the present Application on September 30, 2010, with service of supporting direct testimony as well as the Facilities Plan. SJWC proposed annual forward-looking rate adjustments to pass its investments in the Montevina project into rates, including Tier 2 advice letter filings to add to rate base the investments planned through 2011 and 2012, respectively. DRA filed a protest on November 5, 2010. A Scoping Memo and Ruling of the Assigned Commissioner ("Scoping Memo"), issued March 8, 2011, defined the scope of the proceeding as including all factual and legal issues necessary to determine whether SJWC has met its burden of justifying its proposed rate increases, including the need for and timing of its proposed upgrades to the Montevina WTP. After submission of prepared testimony by DRA and rebuttal testimony by SJWC, evidentiary hearing was completed before ALJ Bushey on April 18, 2011, with opening and reply briefs filed a few weeks later.

8. On July 16, 2012, the Assigned Commissioner's Amended Scoping Memo and Ruling ("Amended Scoping Memo") set aside submission and reopened the record for additional evidence. The Amended Scoping Memo directed SJWC to provide a quantitative analysis evaluating forecasted potable water production under a range of precipitation and turbidity scenarios, as well as an estimate of costs associated with not upgrading the plant. SJWC served supplemental testimony on September 24, 2012. DRA responded with supplemental testimony served November 21, 2012, the day after an all-party meeting scheduled by Commissioner Sandoval to include a tour of the Montevina WTP. A further prehearing conference was held November 27, followed by SJWC's service of rebuttal testimony on December 20, 2012.

9. DRA and SJWC engaged in good faith settlement negotiations at several stages of this proceeding. Recent settlement efforts were renewed in January 2013 and have resulted in agreement on the terms of this Settlement Agreement.

NOW, THEREFORE, in consideration of the foregoing recitation of facts and events, and on the basis of the information presented in SJWC's Application and the testimony of expert witnesses for both SJWC and DRA, SJWC and DRA hereby agree to the following terms of settlement:

III. TERMS OF SETTLEMENT

A. **Recorded Costs and Interest.** The recorded costs of the Montevina Upgrade Project will be included in rate base through an annual Tier II advice letter. Interest during construction will be accrued on a monthly basis at SJWC's actual weighted average cost of debt (including short-term debt). Capitalized interest will not be compounded.

B. **Total Project Cost.** The total cost for the Montevina Upgrade Project includes a design contingency of 10%, reflecting a total project cost estimate of \$62 million. This \$62 million construction cost estimate will be treated as an advice letter "cap" for ratemaking purposes.

C. **Additional Funding.** SJWC has the opportunity to request additional funding in a future GRC or separate application subsequent to project completion if the cost of construction for the Montevina Upgrade Project exceeds the advice letter construction cap and adequate justification for additional cost is provided.

D. **Capacity Adjustment.** SJWC presented the benefits of the Montevina Upgrade Project, which included the capability to treat high turbidity surface water. DRA reserves the

right to recommend a capacity adjustment in the event that the upgraded Montevina WTP is unable to treat high turbidity (*i.e.*, greater than 15 NTU) water.

E. **Treatment Upgrades.** The proposal to upgrade the Montevina WTP with a membrane filtration system was developed after extensive research and consideration by the company. SJWC has worked with Kennedy/Jenks to prepare a Facilities Plan and performed pilot testing to show that the technology is the most economically feasible alternative to treat water with high turbidity levels. Therefore, SJWC will not request that ratepayers bear the cost of any additional upgrades to the Montevina WTP related to meeting any existing primary or secondary water standards (including compliance with the Long Term 2 Enhanced Surface Water Treatment Rule (published in the Federal Register, February 6, 2006) or Disinfection Byproducts control for compliance with the Stage 2 Disinfectants and Disinfection Byproduct Rule (published in the Federal Register, January 4, 2006).

IV. **MISCELLANEOUS PROVISIONS**

1. The signatories to this Settlement Agreement personally and independently verify that all elements of this Settlement Agreement are correct, complete, and internally consistent, to the best of their knowledge and belief.
2. Entering into this Settlement Agreement shall not be construed as an admission or concession by any Party regarding any fact or matter of law in dispute in this proceeding.
3. The Commission shall have jurisdiction over this Settlement Agreement. The Parties agree that no legal action may be brought by SJWC or DRA in any state or federal court, or any other forum, against any individual signatory representing the interests of any of the Parties, or any attorneys representing any of the Parties involving any matter related to this Settlement Agreement.

4. The Parties acknowledge that the terms of this Settlement Agreement were reached after consideration of all positions advanced in prior submissions as well as during settlement negotiations. This Settlement Agreement embodies compromises of the Parties' positions.

5. This Settlement Agreement sets forth the entire understanding and agreement between the Parties, and may not be modified or terminated except by written assent of both Parties.

6. The Parties agree that no signatory to this Settlement Agreement, nor any officer or employee of SJWC or DRA, assumes any personal liability as a result of this Settlement Agreement. The rights and remedies of the Parties with respect to the Settlement Agreement are limited to those available before the Commission.

7. The Parties agree to support the Settlement Agreement and to use their best efforts to secure Commission approval of the Settlement Agreement in its entirety and without modification.

8. The Parties agree that if the Commission adopts a Decision with respect to the Settlement Agreement that fails to approve the Settlement Agreement in its entirety, the Parties shall be released from their obligation to support the Settlement Agreement.

9. This Settlement shall be governed by the laws of the State of California as to all matters, including, but not limited to matters of validity, construction, effect, performance and remedies.

V. EXECUTION

1. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts together shall constitute one and the same instrument.

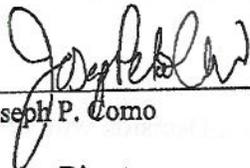
2. By signing below, each signatory for a Party represents and warrants that he or she is authorized to execute this Settlement Agreement on such Party's behalf and thereby bind such Party to the terms of the Settlement Agreement.

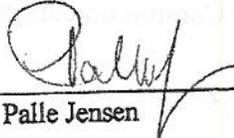
3. This Settlement Agreement shall become binding and effective as of the date it has been fully executed by both of the Parties.

Respectfully submitted,

DIVISION OF RATEPAYER ADVOCATES

SAN JOSE WATER COMPANY

By: 
Joseph P. Como

By: 
Palle Jensen

Its: Acting Director

Its: Senior Vice President,
Regulatory Affairs

March 5, 2013

ATTACHMENT B

A.10-09-019 Service List

***** SERVICE LIST A1009019*****

Last Updated on 07-MAR-2013 by: JVG

***** PARTIES *****

Allison Brown
Executive Division
RM. 5206
505 Van Ness Avenue
San Francisco CA 94102 3298
(415) 703-5462
aly@cpuc.ca.gov
For: DRA

Marty Feldman
PO BOX 537
LOS GATOS CA 95031
(408) 353-5546
mfeldman1111@verizon.net
For: Marty Feldman

Martin A. Mattes
Attorney
NOSSAMAN, LLP
50 CALIFORNIA STREET, 34TH FL.
SAN FRANCISCO CA 94111-4799
(415) 398-3600
mmattes@nossaman.com
For: San Jose Water Company

James M. Fiedler
SANTA CLARA VALLEY WATER DISTRICT
5750 ALMADEN EXPRESSWAY
SAN JOSE CA 94526
(408) 265-2736 X2736
jfiedler@valleywater.org
For: Santa Clara Valley Water District

***** STATE EMPLOYEE *****

Maria L. Bondonno
Legal Division
RM. 4300
505 Van Ness Avenue
San Francisco CA 94102 3298
(415) 355-5594
bon@cpuc.ca.gov

Maribeth A. Bushey
Administrative Law Judge Division
RM. 5017
505 Van Ness Avenue
San Francisco CA 94102 3298
(415) 703-3362
mab@cpuc.ca.gov

***** INFORMATION ONLY *****

Karen Pappas
HDR ENGINEERING, INC.
2121 N. CALIFORNIA BLVD., STE. 475
WALNUT CREEK CA 94596
(925) 451-7421
karen.pappas@hdrinc.com

Palle Jensen
Svp - Regulatory Affairs
SAN JOSE WATER COMPANY
110 WEST TAYLOR STREET
SAN JOSE CA 95110
(408) 279-7970
palle_jensen@sjwater.com

(End of Service List)