Docket		A.24-01-002 et al.
Exhibit Number	:	Cal Adv - #
Commissioner	:	Darcie L. Houck
Administrative Law Judge	:	Margery L. Melvin
Public Advocates Office	:	Katherine Nguyen
Witness(es)	:	

PUBLIC ADVOCATES OFFICE
California Public Utilities Commission

REPORT AND RECOMMENDATIONS ON OPERATIONS AND MAINTENANCE EXPENSES, ADMINISTRATIVE AND GENERAL EXPENSES, PAYROLL, AND CONSERVATION

PUBLIC VERSION

San Francisco, California
July 24, 2024

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MEMORANDUM

The Public Advocates Office at the California Public Utilities Commission ("Cal Advocates") examined requests and data presented by Liberty Utilities Park Water ("Park") and Apple Valley Ranchos Water ("AVR") in Application ("A.") 24-01-002 et al. to provide the California Public Utilities Commission ("Commission" or "CPUC") with recommendations that represent the interests of ratepayers for safe and reliable service at the lowest cost. Katherine Nguyen prepared this report under the general supervision of Program Manager Richard Rauschmeier, Program & Project Supervisor Hani Moussa, and Project Lead Suliman Ibrahim. Peter Chau is Cal Advocates legal counsel.

Although every effort was made to comprehensively review, analyze, and provide the Commission with recommendations on each ratemaking and policy aspect of the requests presented in the Application, the absence from Cal Advocates' testimony of any issues do not constitute its endorsement or acceptance of the underlying request, or the methodology or policy position supporting the request.

CHAPTER 1 EXPENSES -- PARK WATER

I. INTRODUCTION

Liberty Park Water (Park) forecasts expense budgets for Test Year (TY) 2025 using 5-year averages of historical expenses or expense modeling of individual object accounts[1]. Park proposes a 23% budget increase based on recorded 2022 data for TY 2025 in Operations and Maintenance (O&M) and Administrative and General (A&G) expenses.[2] Table 1-1 demonstrates the Commission authorized expenses in 2022 is greater than the recorded 2022 expense by approximately 1.4 million dollars.[3]

Table 1-1: Summary of Park Forecast Modification

Description	Authorized 2022	Recorded 2022	Authorized 2022 Greater Than Recorded 2022	Proposed 2025	Proposed % Greater Than Recorded
O&M + A&G					
Total	**$22,296,961**	**$20,897,924**	**$1,399,037**	**$27,140,073**	**23%**

This Chapter includes Cal Advocates' analysis and recommended adjustments for Liberty's TY 2025 forecasts for: 1) supply mix, 2) position removal, 3) outside services for meter maintenance, and 4) outside services for hydrant maintenance.

II. SUMMARY OF RECOMMENDATIONS

Table 1-2 provides a summary of the forecast modification for Park. Column A provides Park's proposed forecast, Column B Cal Advocates' forecast, and Column C the comparison between the parties' forecasts.

[1] A.24-01-002 et al. Park, Workpapers PW25 Expense, Tab 5-Yr Avg.

[2] A.24-01-002 et al. Liberty Utilities (Park Water) Revenue Requirements Report Exhibit B, at 45, line 9.

[3] Expense forecasts are based on the 100-day update Liberty provided on April 11, 2024. There is an approximately $200,000 decrease based on the original application total expense vs. the 100-day update. See attachment 3 for snapshot of workpaper comparison.

Table 1-2: Summary of Park Forecast Modification

Description	Park A	Cal Advocates B	Park > Cal Advocates C
Payroll-Senior Manager, Engineer	**<<BEGIN CONFIDENTIAL>>** [redacted][3] **<<END CONFIDENTIAL>>**	$0	**<<BEGIN CONFIDENTIAL>>** [redacted] **<<END CONFIDENTIAL>>**
Purchased Water - Potable	$10,453,781	$9,978,829	$474,952
Leased Water Rights	$336,782	$266,434	$70,348
Purchased Power	$742,617	$881,336	($138,719)
Account 7717.663 Oth-T&D Op Meter Exp	$60,977	$0	$60,977
TOTAL	**$11,835,921**	**$11,126,599**	**$709,322**

The Commission should:

- Deny Park's proposed budget **<<BEGIN CONFIDENTIAL>>** [redacted] **<<END CONFIDENTIAL>>** for Senior Manager, Engineering position in rates.[4] The purpose of this position is to serve CalPeco (an electric utility company of the parent company, Algonquin).
- Adopt a $9,978,829 budget in TY 2025 for Park to purchase water due to an adjusted pumped water production.[5]
- Adopt a $266,434 budget for Park's leased water rights based on Liberty's most up-to-date leased water rights rate.

[4] **BEGIN CONFIDENTIAL** [redacted] **>> END CONFIDENTIAL.**

[5] A.24-01-002 et al. Liberty Park Workpapers PW25 Prod Expense, tab ProdExp Summary, Cell F21 and G21.

- Adopt a $881,336 budget in purchased power.[6,7] The difference between Park's requested budget and Cal Advocates' recommendation is due to different estimates for pumped and purchased water production.[8]
- Deny the budget for Account 7717.663 due to lack of evidence indicating the need for outside contractors and it is unreasonable to include atypical expenses in the forecast calculation of the TY.

III. ANALYSIS

A. Sources of Supply

Park's sources of supply include groundwater pumped from the Central Basin and water purchased from wholesalers such as the Foothill Metropolitan Water District and the Central Basin Metropolitan Water District.

B. Supply Mix

The Commission should authorize a total purchased water budget of $9,978,829 for the test year because this amount more accurately reflects the utility's anticipated test year water production.[9]

Park forecasts its Purchased Water (Accounts 6111.1 & 6111.2) expense by estimating the total production, less the amount of pumped water, to determine the volume of purchased water needed in the TY. This volume is then multiplied by an estimated rate per acre-feet (A.F.) plus service charges. However, Park underestimates the amount of lower cost pumped water, which results in an overestimated purchased water forecast. Therefore, Park's purchased water forecast is more than necessary and results in higher customer rates.

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[6] Park's proposed budget avg of 2024-2025 and 2025-2026 is $742,617.

[7] A.24-01-002 et al. Liberty Park Workpapers PW25 Prod Expense, tab ProdExp Summary, Cell F17 and G17.

[8] For a discussion of water production see Chapter 1, III Analysis, A. Sources of Supply.

[9] A.24-01-002 et al. Liberty Park Workpapers PW25 Expense, tab Expense Detail, Cell O66.

1. Park Incorrectly Forecast Production at Well 9D

Park has two wells that serve its Compton East system, Well 4B and Well 9D. Historically Well 9D produces 63% of the zone's needs while Well 4B produces 37%.[10] Due to the new Federal EPA PFAS regulation, Park does not project production in 2024 for Well 4B.[11] On the other hand, Park forecasts Well 9D will produce 990 A.F. based on a two-year historical production average. At the rate of 990 A.F., Well 9D is only producing at 51% of its existing capacity.[12] This method under forecasts Well 9D's production because it does not consider the fact that Well 9D was operating at a reduced capacity since it operated in conjunction with Well 4B.[13] Wells 9D and 4B were historically able to produce enough water for the zone with no need for additional purchased water and no reason to operate Well 9D at full capacity.[14]

Per Park's Master Plan, Well 9D was installed in 1999. As of 2023, the well is 24 years old and has 21 years of remaining life.[15] Well 9D has an available existing and nominal capacity of 1,935 A.F.[16,17] The consumption of Compton East based on the maximum supply need in the last 5 years is approximately 1,646 A.F.[18] Well 9D can

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[10] 5-year average of both wells 1453 AF. 5-year average: Well 9D is 914 AF, Well 4B 540 AF. Well 9D: 914/1454=63%, Well 4B: 540/1453 37%.

[11] Federal EPA Regulations for PFAS https://www.epa.gov/sdwa/and-polyfluoroalkyl-substances-pfas.

[12] Park proposed Well 9D production for test year is 990 A.F., available existing capacity of Well 9D is 1,935 A.F. 990/1935=51%.

[13] A.24-01-002 et al Park Workpaper PW25 Prod Exp, Tab Productions, Cells L56 to O56.

[14] Appendix C – Attachment 3: Liberty's Data Response to Public Advocates Data Request No. 025-KN "Q1-025-KN Attachment 1 Sample Spreadsheet", Tab Compton East, Cells F10 to J10.

[15] Appendix C – Attachment 2: A.24-01-002 Master Plan, at 117, Table 7.5 – Remaining Service Life – Well Casing (Years).

[16] Appendix C – Attachment 2: A.24-01-002 Master Plan, at 40 and 110, Table 3.2 – Groundwater Wells Data and Table 7.1 - Water Supply Capacity Analysis-Existing Demand Conditions.

[17] Appendix C – Attachment 2: Per page 110 of the Park Master Plan, Table 7.1, Well 9D has an existing available capacity of 1200gpm. 0.62gpm=1A.F./year. 1200gpm/00.62gpm=1935 A.F./year.

[18] Appendix C – Attachment 3: A.24-01-002 et al. "Q1-025-KN Attachment 1 Sample Spreadsheet_KN3", Tab "Compton East", Cell K14.

produce enough water to supply the system with adequate additional available capacity.[19].

Based on Well 9D's existing available capacity and the Compton East system needs, the Commission should forecast Well 9D to produce 1,646 A.F. during TY 2025. Pumped water is significantly less expensive than purchased water.[20] As such, it is unfair to ratepayers for Liberty to forecast reduced production that ignores the Well design and capacity and the reality of the recorded historical data. Moreover, ratepayers are already paying for Well 9D and the well should be used to maximum capacity.

a. Well 12C Should be Removed from Rate Base Since Well 19C has the Existing Available Capacity for Compton West System

There are 2 wells in the Compton West system, Well 12C and Well 19C. Well 12C casing was installed in 2015 and has a capacity of 2500 gpm (gallons per minute) or 4032 A.F./year.[21] However, due to packers installed to address water odor from hydrogen sulfide, the well has an existing available capacity of 675 gpm or 1089 A.F./year.[22] Well 19C casing was installed in 2010 and has a nominal capacity of 2000 gpm (3226 A.F./year) with an existing available capacity of 1593 gpm (2,569 A.F./year).[23]

Well 19C alone can produce the Compton West System consumption need at its existing available capacity of 2,569 A.F./year. Based on the highest historical 5 years consumption for the Compton West system, less Sativa system needs, Well 19C should

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[19] 1,646 A.F./1953 A.F.=84% existing capacity.

[20] Pumped water cost $423/A.F., purchased water cost $1,426/A.F per PW Workpaper "Prod Exp", Tab "Summary".

[21] Appendix C – Attachment 2: A.24-01-002 et al. Master Plan, at 40, Table 3.2 – Groundwater Wells Data.

[22] Appendix C – Attachment 2: A.24-01-002 et al. Master Plan, at 40, "Note on Well 12C capacity: The much lower available capacity of W12C (675 gpm) than nominal capacity (2,500 gpm) is due to packers installed to address stinky water (hydrogen sulfide)."

[23] Appendix C – Attachment 2: A.24-01-002 et al. Master Plan, p. 110 Table 7.1 Water Supply Capacity Analysis – Existing Demand Conditions, at 190 Table 8.1 Water Supply Capacity Analysis.

produce 2,266 A.F/year.[24] Cal Advocate's proposal for Well 19C to produce 2,266 A.F./year results in the well performing at 88% of its existing available capacity.[25] Well 12C would not be needed due to Well 19C's production capabilities.

Therefore, the Commission should forecast 2,266 A.F./year in production for Well 19C in TY 2025 and forecast 0 A.F./year in production for Well 12C. The Commission should also remove Well 12C from rate base since it is not used and useful or does not provide ratepayer benefit. For further discussion on removal of Well 12C from rate base, see Anthony Andrade's testimony.

b. Park's Forecasts of More Expensive Purchased Water While Selling PFAS Contaminated Pumped Water is Misleading

The Commission should ensure that Park does not mislead customers by selling Polyfluoroalkyl Substances (PFAS) contaminated pumped water while charging ratepayers for purchased water which is much more expensive.[26] Park is responsible for ensuring customers receive water that meets all applicable Federal, State, and Local standards.

Park forecasts that it will need to purchase more expensive water to make up for its groundwater wells that were supposed to shut down in January 2024 due to the newly set federal PFAS maximum contaminated level (MCL).[27, 28] Despite this statement, discovery shows Park is currently pumping water from PFAS contaminated wells for

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[24] Appendix C – Attachment 3: A.24-01-002 et al. "Q1-025-KN-Attachment 1 Sample Spreadsheet.xlsx_KN3", Tab "Compton West", Cell K14.

[25] 2266/2539=0.89.

[26] Pumped water cost $423/A.F., purchased water cost $1,426/A.F.

[27] A.24-01-002 et al., The 2025 Liberty General Rate Case (GRC), 'Revenue Requirement Report Test Year 2025', "Well 4B and 40D are anticipated to be taken out of service in 2024 due to exceeding the Notifcation Levels of PFAS/PFOA", p. 50 line 10-11.

[28] Appendix B – Attachment 5: Liberty's Response to Cal Advocate's Data Request 025-KN, Q 3. "Although Wells 40B and 4B are currently active, Liberty anticipates both of these wells will be over the new standards established by the Environmental Protection Agency (EPA); therefore, both wells are anticipated to be offline once the standards are in effect". Liberty has until the end of 2029 to comply with PFAS regulations.

customer consumption.[29] Park's practice of selling lower quality PFAS contaminated pumped water but forecasting more expensive purchased water is unreasonable and unfair to ratepayers. This practice breaches public trust and risks public health. Park's unreasonable practice would also result in an additional $1.4 million in revenue requirement annually.

Park's pumped water from contaminated wells technically complies with PFAS regulations only because the newly released PFAS MCL will not be fully effective until 2029. Park's current pumped water is above the MCL limit that will be enforced in 2029. Park is currently supplying customers with the same PFAS contaminated water it states is unfit for consumption in its application. Although Park's more expensive purchased water forecast would allow it to discontinue use of contaminated well sources, a financial incentive exists to continue pumping from lower-cost contaminated sources while receiving funds for the higher cost of purchased water. The Commission should remove this incentive.

The Commission should ensure ratepayers get what they pay for by prohibiting Park from pumping and delivering PFAS contaminated water while charging ratepayers for more expensive purchased water during the period in which rates are being set in this proceeding.

2. Purchased Power

The Commission should authorize $871,806 in purchased power. The difference is due to an increase in purchased power to account for the increase in production of pumped water in Well 9D from 990 A.F. per year to 1,646 A.F. per year and Well 19C from 1,648 A.F. to 2,266 A.F. during TY2025.

[29] Appendix C – Attachment 6: As of June 30, 2024, Liberty is still pumping water from PFAS wells that are above the Federal Maximum Contaminated Level (MCL) but below the State MCL.

3. Park Uses Outdated Numbers to Forecast Leased Water Rights Rate

The Commission should authorize $266,434 for leased water rights for the TY 2025. This recommendation is supported by the most up-to-date water lease contracts that Park purchased from Suburban Water System between July 2023 to May 2024.[30] Leased water rights costs are calculated based on the amount of pumped water subtracted by the amount of water rights Park owns in the average cost per A.F. to derive the annual leased water rights expense amount. The higher the leased water rate used in the forecast; the higher ratepayers would have to pay for leased water rights. Park currently uses an outdated $168.43 per A.F. for leased water rights that was derived from 2022. The following calculations represents the latest leased water right rates Park received from Suburban Water System between 2023 and 2024:

<<BEGIN CONFIDENTIAL>>

[redacted]

<<END CONFIDENTIAL>>

Accordingly, the Commission should adopt the most up-to-date rate to forecast the leased water rights rate.

C. Remove Senior Manager, Engineering Position

The Commission should remove the engineering senior manager position from the 2024 to 2026 Park payroll forecast because the position does not serve Park customers.[32]

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[30] Appendix C – Attachment 4: Advice Letter 393-W Water Lease Agreement, Advice Letter 397-W Water Lease Agreement, Advice Letter 403-W Water Lease Agreement,

[31] **<<BEGINS CONFIDENTIAL>>** [redacted] **<<ENDS CONFIDENTIAL>>**.

[32] **<<BEGIN CONFIDENTIAL>>** [redacted] **<<END CONFIDENTIAL>>** PW24, PW25, PW26 Payroll Confidential Workpapers. Cell A15.

In discovery, Park provided a job description to the position of senior manager in engineering. However, the purpose of this position is to "manages and mentor CalPeco Engineering Department".[33] Per Park's description, CalPeco Electric provides electricity.

D. Account 7717.663 Other-T&D Operating Meter Expense

The Commission should deny Park's 5-year average forecasted budget for outside contractors hires in TY2025. Park uses the atypical occurrence of outside contractor hiring in 2019 and 2023 recorded expense to forecast this expense for TY2025. However, as Table 1-3 demonstrates, between the three years (2020 to 2022), the 2020 expense was minimal and zero in 2021 and 2022. Park also has not provided supporting document needing outside service labor needed to replace meters during the test year.[34]

Thus, the Commission should deny Account 7717.663 because Park lacks evidence indicating the need for outside contractors and it is unreasonable to include atypical expenses in the forecast calculation of the TY.

Table 1-3: Account 7717.663 Other-T&D Op Meter Exp-Outside Contractor Hire

	Recorded				
	2019	2020	2021	2022	2023
#of Meters Replaced	2583	1716	5054	2629	480
Liberty (Park)	$186,607	$157	$0	$0	$68,815

IV. CONCLUSION

The Commission should:

- Adopt a budget of $9,978,829 in TY 2025 for Park for purchased water due to an adjusted pumped water production.[35]

[33] Appendix C – Attachment 10: Liberty's Data Response to Public Advocates Data Request Q8b 021-KN Senior Manager Engineering Job Description.

[34] Appendix B – Attachment 6: Liberty's Response to Public Advocates Data Request 043-KN Q7d. "Please provide invoice, bids, receipts to support Park's hiring an outside contractor for its meter replacement." Park provided only historical invoices but no invoices indicating the need for outside contractors in the test year.

[35] A.24-01-002 et al. Liberty Park Workpapers PW25 Prod Expense, tab ProdExp Summary, Cell F21 and G21.

- Adopt a budget of $266,434 for Park's leased water rights based on Liberty's most up-to-date leased water rights rate.
- Adopt a budget of $881,336 in purchased power.[36, 37] The difference between Park's requested budget and Cal Advocates' recommendation is due to different estimates for pumped and purchased water production.[38]
- Deny the budget of <<**BEGIN CONFIDENTIAL**>> [redacted] <<**END CONFIDENTIAL**>> for Senior Manager, Engineering position in rates.[39] This position's purpose is to serve CalPeco (an electric utility company of the parent company, Algonquin).
- Deny the budget for Account 7717.663 due to lack of evidence indicating the need for outside contractors and it is unreasonable to include atypical expenses in the forecast calculation of the TY.

[36] Park's proposed budget avg of 2024-2025 and 2025-2026 is $742,617.

[37] A.24-01-002 et al Liberty Park Workpapers PW25 Prod Expense, tab ProdExp Summary, Cell F17 and G17.

[38] For a discussion of water production see Chapter 1, III Analysis, A. Sources of Supply.

[39] <<**BEGIN CONFIDENTIAL**>> [redacted] <<**END CONFIDENTIAL**>> includes capitalized payroll. <<**BEGIN CONFIDENTIAL**>> [redacted] <<**END CONFIDENTIAL**>> is the total payroll expensed.

CHAPTER 2 - EXPENSES APPLE VALEY RANCHOS WATER

I. INTRODUCTION

In general, Liberty Apple Valley Ranchos Water (AVR) forecasts expense budgets for Test Year (TY) 2025 using 5-year averages of historical expenses or expense modeling of individual object accounts. Table 2-1 demonstrates that the authorized expense budget was more than $1.3 million (or 20%) greater than recorded.[40]

Table 2-1: Summary of AVR Forecast Modification

Description	Authorized 2022	Recorded 2022	Authorized Greater Than Record	Proposed 2025	Proposed % Greater Than Recorded
O&M + A&G					
Total	**$12,349,503**	**$10,963,022**	**$1,386,482**	**$13,741,736**	**20%**

This Chapter provides Cal Advocates' analysis and recommendations for AVR's TY 2025 forecasts relating to: 1) replenishment makeup assessment and 2) proposed forecasting methodologies.

II. SUMMARY OF RECOMMENDATIONS

The Commission should:

- Remove COVID-19 recorded expenses in total $60,789 from 2020 to 2022 to arrive at the most accurate forecast.
- Use the five-year average of recorded expenses at $14,227.00 for replenishment water make-up assessment fee as the TY 2025 forecast rather than AVR's unsupported rate.

[40] Expense forecasts are based on the 100-day update Liberty provided on April 11, 2024. There is an approximately $1,000,000 decrease based on the original application total expense vs. the 100-day update. See attachment 3 for snapshot of workpaper comparison.

A. The Commission Should Remove COVID-19 Expenses that are Being Tracked by CEMA Account

AVR responded through discovery that there are several accounts in O&M and A&G recorded expenses that are COVID-19 and TY 2025 forecast.[41] Since associated COVID-19 expenses are tracked in the Catastrophic Event Memorandum "CEMA" Account and the CEMA account has been terminated by AVR on February 1, 2022, the COVID-19 expenses should not be used to forecast. The Commission should remove a total of $60,789 the COVID-19 expenses in Table 2-2 from the associated subaccounts to arrive at the most accurate forecast.

Table 2-2: COVID-19 Related Expenses Removed from Recorded Data

Account Description	Park	Cal Advocates	Park > Cal Advocates
	A	B	C
Janitorial-General Plant	$20,387	$19,487	$900
Oth-Cust Acct Rec/Coll	$65,417	$33,970	$31,447
Oth-Inst/GW Advertise	$43,493	$39,200	$4,293
Oth-Mt General Plant	$41,121	$39,823	$1,298
Parts & Suppl-Tools/Wk Cl	$63,089	$42,164	$20,925
Janitorial-General Plant (2021)	$20,929	$19,254	$1,675
Janitorial-General Plant (2022)	$15,190	$14,940	$250
TOTAL Covid 19	**$269,626**	**$208,837**	**$60,789**

[41] Appendix B - Attachment 1: Liberty's Response to Public Advocates Data Request No. 009-KN, Q.1.a. "Please note the formula error indicated for Liberty Apple Valley-formulas need to be corrected reflecting the adjustments."

B. Account 6181: Replenishment Make Up Assessment

AVR forecasts this account by estimating the make-up assessments multiplied by the estimated rate outlined in a separate workpaper.[42,43] However, the $35/A.F. rate for make-up assessment is unsupported and could not be verified.[44] Additionally, this forecast is much higher than recorded years 2019 to 2023, AVR's forecast is unsupported and unreasonable because recorded expenses are much lower. Thus, the Commission should rely on the five-year average of recorded expenses as the TY 2025 forecast.

Table 2-3: Account 6181 Replenishment Make Up Assessment

	Recorded					Projected
	2019	2020	2021	2022	2023	2025-EST
Liberty (AVR) at $35/A.F.						$33,024
Cal Advocates (5-year avg)	$20,816	$6,711	$10,909	$20,217	($1,398)	$14,227
					Forecast Difference	($18,797)

III. CONCLUSION

The Commission should adjust AVR's O&M and A&G expense forecast as follows:

- Remove COVID-19 recorded expenses in total $60,789 from 2020 to 2022 to arrive at the most accurate forecast.
- Use the five-year average of recorded expenses at $14,227.00 for replenishment water make-up assessment fee as the TY 2025 forecast rather than AVR's unsupported rate.

[42] Make-up assessment in A.F. is set by the Mojave Water Agency which the water utility has an obligation to pay the fee to replenish the basin at a specific fee per set A.F.

[43] 944AF estimated make up assessment multiplied by $35AF for a forecast of $33,024 *See* AVR Workpaper "AV25 Prod Exp.xlsx", Tab "Replenishment-Makeup".

[44] Makeup assessment for MWA *See* https://www.mojavewater.org/files/27AR1920_Revised.pdf.

CHAPTER 3 – EXPENSES PARK WATER AND APPLE VALEY RANCHOS WATER

I. INTRODUCTION

Chapters 1 and 2 covered the unique accounts for Liberty Park (Park) and Apple Valley Ranchos Water (AVR). Chapter 3 includes analysis and adjustment recommendations regarding joint issues that affect both ratemaking areas.

II. SUMMARY OF RECOMMENDATIONS

The Commission should:

- Use the Energy Cost of Service (ECOS) escalation memos instead of Park's fixed 4% to obtain a more accurate forecast.
- Adopt an uncollectible rate of 0.56% and 0.50% for Park and AVR, respectively. This does not include Liberty's request for a 50% upward adjustment.
- Adopt $245,807 (Park) and $188,949 (AVR)[45] TY 2025 for the water conservation budget. This is based on a 5-year average and escalated to the TY using the Commission approved ECOS memorandum for TY 2025.
- Adopt a budget of $15,566 (AVR) and $41,613 (Park) for the mailing service budget related to billing and customer awareness communications based on savings for customers on paperless billing.
- Only allow escalation for attrition-year (2026 and 2027) expenses by escalating the expenses with the escalation factors as provided by the Rate Case Plan (RCP).[46]
- Adopt $103,668 (Park) and $82,953 (AVR) TY 2025 regulatory expenses budget, the adjusted amount is based on an update to Liberty's regulatory expense workpaper using the 2019 annual report.
- Exclude the 2 new Facilities Manager positions in rates for AVR and Park. This position is redundant because Park and AVR customers have already pay for positions that perform the same functions. The proposed position in Park is also described to perform tasks for employees that operate from the Downey Head Office.

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[45] A.24-01-002 et al Liberty PW and AVR's Workpapers PW25, tab Expense Detail, Cell 0157 and Workpapers AV25, tab Expense Detail, Cell O133.

[46] Appendix C – Attachment 15: D.04-0-018, *Interim Order Adopting Rate Case Plan,* at. 2, 12-13.

- Deny a budget of <<**BEGIN CONFIDENTIAL**>> [redacted] <<**END CONFIDENTIAL**>> in TY 2025 performance-based compensation (STIP/Merit) from Liberty Utilities' forecast of Parent Company employees.
- Adopt <<**BEGIN CONFIDENTIAL**>> [redacted] <<**END CONFIDENTIAL**>> for the overall Park and AVR payroll.[47] The difference in the proposed budget is due to the removal of STIP and Merit compensation to Liberty employees. Ratepayers should not have to pay for performance-based compensation that primarily benefits shareholders and encourages employees to perform Commission set regulatory standards.
- Adopt $575,764 (Park) and $648,567 (AVR) for Liberty's TY 2025 business policy insurance expense. The proposed budget does not use Liberty's unsupported methodology, instead uses the current 2023-2024 insurance premium and applying the current escalation factor to forecast the TY 2025.
- Only allow escalation for attrition-year expenses by escalating the TY2025 business policy insurance expenses with the Commission adopted escalation factors as approved by the Rate Case Plan (RCP) for attrition years 2026 and 2027.[48,49]
- Only allow escalation for attrition-years (2026-2027) expenses by escalating the medical benefit insurance expenses with the Commission adopted escalation factors as provided by the RCP.[50]

III. ANALYSIS

A. Escalation Factors

Park and AVR proposes to use a fixed 4% factor to escalate expenses from 2023 for O&M and A&G expenses.[51] The Commission instead should apply the most recent rate from the Escalation Memorandum to the O&M and A&G expense forecasts because the Commission has adopted that the "most recent 'Estimates of Non-labor and Wage

[47] This does not include the adjustment of "Senior Manager, Engineering" position discussed in Chapter 1.

[48] Appendix C – Attachment 14: D.04-0-018, *Interim Order Adopting Rate Case Plan,* at 2, 12-13.

[49] AVR $648,567, Park $575,764.

[50] Appendix C – Attachment 14: D.04-0-018, *Interim Order Adopting Rate Case Plan,* at 2, 12-13.

[51] A.24-01-002 et al. Workpaper PW25 and AV25 Expense Detail.xlsx.

Escalation Rates' and 'Summary of Compensation Per Hour' as published by the Public Advocates Office, Energy Cost of Service Branch (ECSB) shall be used as the escalation rates".[52,53] The fixed 4% factor proposed by Liberty has not been fully vetted by the Commission and should be disregarded.

B. Uncollectible Expense Rate

The Commission should require Liberty to only use the 5-year average as the Uncollectible expense rate. The Commission should adopt a five-year average calculation results in a budget of $245,135 (Park) and $152,927 (AVR).

1. The Effects of Senate Bill 998 Have Yet to be Seen

Park and AVR request to increase the historical Uncollectible ratio for the TY 2025 by 50% based on SB998. SB 998, also known as the Water Shutoff Protection Act, increases protections to residents associated with discontinuation of water service due to nonpayment, and went into effect on February 1, 2020.[54, 55] As of February 2020, residential customers are afforded 79 days before water service is discontinued due to non-payment.

However, due to Governor Newsom's Executive Order N-42-20, the moratorium on disconnections from the COVID-19 pandemic delayed the implementation of SB No. 998.[56] So, while Liberty cites SB 998 as justification for its request, Liberty did not provide any data analysis or support for estimating a 50% increase in the uncollectible rate.

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[52] Appendix C – Attachment 15: D.04-0-018, *Interim Order Adopting Rate Case Plan, p. 13.*

[53] Appendix C – Attachment 21: Escalation Memorandum June, 2024. Subject Public Advocates Office: Estimates of Non-labor and wage escalation rates for 2023 through 2027 from the June 2024 HIS Global Insight US Economic Outlook. Labor 2023=8%, 2024 = 4.1%, 2025 = 3.2%, 2026 = 2.4%, 2027=2.5%, 2028=2.2%.

[54] https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201720180SB998.

[55] https://www.waterboards.ca.gov/water_issues/programs/conservation_portal/assistance/docs/SB_998_FAQs_1.10.20.pdf.

[56] Water Shut Off Legal Alert OAG-2022-04.

Prior to signing SB 998 into law, the California State Senate and Assembly's analysis on its potential impacts emphasized that it was difficult to ascertain the full scope of the problem given the varying and limited data on discontinuation of service for nonpayment.[57] The Senate Committee on Energy, Utilities and Communications found that the data shared did not suggest a widespread and severe issue of disconnection across utilities. Rather the Senate Committee's analysis suggests a relatively low percentage of disconnections. In fact, service disconnections were found to be even less of an issue for low-income customers.[58] This means that extending the delinquent period will likely have a minimal impact on Liberty's disconnections, and the amount of bills written-off as uncollectible.

Senate floor analyses show that the problem of discontinuation of service due to nonpayment is significantly overstated.[59] Therefore, Liberty's projected increase in Uncollectable due to implementation of SB 998 is significantly overstated and the rate instead should be based on a historical average.

C. Water Conservation

1. Liberty's Conservation Budget Should be Based on a 5-year Average

The Commission should adopt $245,807 (Park) and $188,949 (AVR)[60] for TY 2025. This is based on a 5-year average and escalated to the TY using the Commission approved ECOS memorandum for TY 2025. Liberty requests a total Conservation budget for TY 2025 that consists of 20 individual programs that are laid out in the "Water Use Efficiency Plan". From 2018 to 2022, Liberty has only consistently pursued 7 of the

[57] SB998 Analysis: 4/02/18 – Senate Energy, Utilities and Communications. "Need for more data. Unfortunately, the data on discontinuation of service due to nonpayment for publicly owned water utilities is difficult to assess."

[58] SB998 Analysis: 4/02/18 – Senate Energy, Utilities and Communications. "Furthermore, the evidence suggests the discontinuation of service is less of an issue for low-income households."

[59] 8/28/18 – Senate Floor Analyses. "Many of those opposed to this bill believe the problem of discontinuation of service due to nonpayment is significantly overstated by the proponents for this bill."

[60] A.24-01-002 et al Liberty PW and AVR's Workpapers PW25, tab Expense Detail, Cell 0157 and Workpapers AV25, tab Expense Detail, Cell O133.

proposed programs. These programs are: 1) Conservation Kits, 2) Toilet Replacement Program, 3) Water Audit, 4) Weather-Based Irrigation Controller (WBIC) Program, 5) Rain Barrel Distribution, 6) Hot Water Recirculating Pump Rebate, and 7) Public Outreach. Therefore, the Commission should base the conservation budget on Liberty's historical data rather than Liberty's proposed per program basis forecast methodology.

D. Account 7718.903 Mailing Service

The Commission should adopt a budget of $15,566 (AVR) and $41,613 (Park) for Liberty's mailing service account budget because there are currently 18% (Park) and 19% (AVR) of customers signed up for paperless billing.[61, 62] Since Liberty already has customers signed up for paperless billing, this will continue to reduce postage costs, as more data is available online, rather than in printed format that requires mailing. For Liberty customers that are signed up for paperless billing, Liberty can provide communications materials to its customers electronically, rather than in printed format. Therefore, the Commission should authorize an adjusted budget of $15,566 (AVR) and $41,613 (Park) for the mailing service budget related to billing and customer awareness communications based on savings from customers on paperless billing.

E. Liberty Should Not Forecast 2026 Expenses

The Commission should only allow escalation for attrition-year (2026 and 2027) expenses by escalating the expenses with the CPI-U escalation factors as provided by the Rate Case Plan (RCP).[63] Liberty's forecasts some of its 2026 Attrition Year expenses, which defeats the Commission goal of streamlining the ratemaking process. The Commission should follow its Class A Water RCP and deny Liberty's proposals.

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[61] Liberty Park and AVR's proposed budget: $27447 AVR TY2025, $55,233 Park TY2025.

[62] Appendix B - Attachment 6: Liberty's Data Response to Data Request 043-KN General Expense, Q14.

[63] Appendix C – Attachment 16: D.07-05-062, *Opinion Adopting Revised Rate Case Plan for Class A Water Utilities*, Appendix A at A-19.

F. Regulatory Commission Expenses – Account 7549 and 7500

The Commission should authorize $103,668 (Park) and $82,953 (AVR) for Liberty's TY 2025 regulatory expenses budget, the same amount as Liberty's TY 2022 recorded amount, adjusted for inflation.[64]

Liberty forecasted a budget for the Water Use Efficiency Plan (WUEP) Updates but was not able to provide sufficient support for a WUEP invoice. In discovery, Liberty provided a 2014 receipt for a payment to its consultant Maddus.[65] See Figure 1 below for the 2014 invoice. Therefore, the budget for the WUEP should be removed from the regulatory commission expense TY 2025 forecast. Additionally, Cal Advocates compared the 2022 GRC's WUEP and the 2025 GRC WUEP. Out of 77 pages in the AVR report, only 20 pages had slight updates. The remaining pages are models for the 20 program measures that do not appear to have been updated. Liberty made small and simple adjustments to its WUEP while charging ratepayers the cost equivalent to producing a new WUEP. Lastly, in Liberty's regulatory commission expense workpaper, the utility used the actual GRC expense from TY 2019 to determine a total budget.[66] However, the 2019 Annual Report from Liberty to the CPUC (Annual Report) does not support Liberty's figures. Therefore, Cal Advocate adopted the regulatory commission expense budget from TY 2019 from the Annual Report in forecast the budget for the 2025 TY regulatory commission expense.[67]

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[64] Liberty's 2025 forecasted Regulatory Commission Expense budget is in "Reg Exp.xlsx".

[65] Appendix C - Attachment 23: Liberty's Data Response to Data Request 09-KN3, O&M Expenses Supplemental Response Q12a – Q12c., Q12a Inv10206, Inv 10216, Inv10218. Q12c PW COC Cost GL.xlsx.

[66] A.24-01-002 et al., Workpaper "Reg Exp", Cell A8 to C8.

[67] Appendix C - Attachment 19 and 20: 2019 Annual Report of Liberty Utilities (Park Water) Corp. to the CPUC, at 53; 2019 Annual Report of Liberty Utilities (Apple Valley Ranchos Water) Corp. to the CPUC, at 54.

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Figure 1: Liberty WUEP Invoice

12/10

MADDAUS WATER MANAGEMENT INC.

December 09, 2014

Invoice No. 10216
Job No. 313

Park Water Company
P.O. Box 7002
9750 Washburn Road
Downey, CA 90241

Attn: Mrs. Jeanne-Marie Bruno

Subject: Consulting Services for the Development of a DSS Model and Water Use Efficiency Plan

FOR PROFESSIONAL SERVICES RENDERED FROM NOVEMBER 01, 2014 THRU NOVEMBER 30, 2014

LABOR CHARGES

PROFESSIONAL CLASSIFICATION	HOURS	RATE	AMOUNT
ENGINEER (T. Kretschmann)	9.75	$120.00	$1,170.00
PRINCIPAL (W. Maddaus)	2	$275.00	$550.00
SENIOR ENGINEER (M. Maddaus)	6	$180.00	$1,080.00
	Total Labor		$2,800.00
	TOTAL INVOICE		**$2,800.00**

BILLING STATUS TO DATE

Contract Amount	$30,000.00
Amount Billed to Date	$26,979.02
Amount Previously Paid	$0.00
Total Amount Due	$26,979.02
Remaining Unspent Balance	$3,020.98

Invoice No. 10216 is due and payable by January 08, 2015
Please make check payable to:
Maddaus Water Management Inc.
177 Westbury Circle
Folsom, CA 95630
FEIN 46-1617433

VENDOR # 57858
BATCH # 259836
DOCUMENT # 251370
APPROVED BY JM Bruno
DATE 12/15/14
P.O. #
ACCOUNT # 1100.3601. W 1588
S.I.C.

2

Therefore, the Commission should authorize $112,078 (Park) and $82,953 (AVR) for TY 2025 regulatory commission expenses which more accurately forecasts the expenses.

G. Payroll

Park and AVR develop payroll forecast by individually modelling each position by salary, yearly pay increase, shared bonus pool (SBP), short-term incentive program (STIP), Merit incentive program, overtime hours, and standby time.[68] This calculation then apportions payroll expense to the operations and maintenance ("O&M") and administrative and general ("A&G") workpapers. The recommendations presented in this section reference and reflected changes to the payroll workpapers that flow through to the overall O&M and A&G expense forecast.

1. Remove Facilities Manager Positions Hired to Perform Duties of Existing Employees

The Commission should exclude <<**BEGIN CONFIDENTIAL**>> [redacted] <<**END CONFIDENTIAL**>> for the proposed 2 Facilities Manager positions in TY 2025 budget.[69] AVR's and Park's ratepayers are already paying for the positions that perform the same duties as the 2 proposed Facilities Manager position and therefore should not pay for the same work twice.

For example, the job description states, "assures capital projects, operation projects…are handled by facilities team with outstanding customer service", this role has already been filled by an existing Operations Supervisor II-Field Service or the Supervisor of Customer Care.[70] Park ratepayers already pay for positions that provide these job duties and as such this position is redundant and unnecessary.

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[68] AV25 Payroll Confidential.xlsx, PW25 Payroll Confidential.xlsx.

[69] <<**BEGIN CONFIDENTIAL**>> [redacted] <<**END CONFIDENTIAL**>>.

[70] Appendix C - Attachment 10: Liberty's Response to Public Advocates Office Data Response 021-KN, Q8b Supervisor Field Service Job Description, "provides customer field support by assigning employees to perform field service…and related customer activities". "Must have seven years of experience in…customer service leadership position".

Additionally, during discovery, Liberty states that the position has been combined to 1 person serving Park and AVR. This revision further demonstrates Liberty does not need an additional employee to perform functions that someone else already completes.

The Commission should exclude the proposed facilities manager positions in rates.

2. Algonquin Power and Utilities Corp. Parent Company Employees (General Office) - Performance-Based Compensation

The Commission should deny <<**BEGIN CONFIDENTIAL**>> $[redacted] <<**END CONFIDENTIAL**>> in TY 2025 the inclusion in rates the forecasted cost of performance-based compensation (STIP/Merit) from Liberty Utilities' Parent Company employees. The STIP compensation is tied to meeting specific performance targets that either benefit shareholders rather than ratepayers or targets such as water quality and customer service, which is already Commission standards.[71]

Liberty's method for Merit is not consistent based on the performance rating. For example, in 2022, <<**BEGIN CONFIDENTIAL**>> [redacted] <<**END CONFIDENTIAL**>>.[72] At the same time, Liberty's method for Merit based on the rating scale is not consistent.[73] For example, an Operator I would receive 1.75% for an achieved rating but another Operator I would only receive 1.50% for an achieved rating, within the same year. Liberty's employee compensation projection assumes that all employees who receive performance-based compensation will meet or exceed the performance criteria. However, Cal Advocates found through discovery that it is not guaranteed that all Liberty employees who meet or exceed performance criteria receive the compensation based on historical data from 2018 to

[71] Appendix C - Attachment 13: Response to Public Advocates Office data request 021-KN, 2022 Corporate Scorecard Results and Regional Scorecard. Q6c., p. 140-141.

[72] Appendix C – Attachment 14: Response to Public Advocates Office data request DR 021-KN Question 7d. "Q7d d021-KN Merit PW Confidential.xlsx", p. 173.

[73] Appendix C - Attachment 13: Merit rating scale from highest to lowest-Noteworthy, Exceeds, Achieved, Partially Achieved, and Did Not Achieve, p. 130.

2022.[74] This means that ratepayers would still pay for the cost of Liberty's forecasted performance-based compensation even if the targets were not met.

Liberty also provided a performance metrics called the Corporate Scorecard Results, three categories of performance targets, Growth with Strong Balance Sheet, Sustainability, and Operational Excellence.[75] In 2022, this scorecard results in employees performing below the target at 83.1 points out of 100 points. The Growth with Strong Balance Sheet performance target compensation is based on performance in financial categories benefiting shareholders. While, the four specific Sustainability and Operational metrics are environmental, social, customer service, and safety, for which the utility is required to meet specific regulatory compliance standards. Ratepayers should not have to pay bonuses for performance targets that the utility must already meet for regulatory compliance.[76,77] Therefore, to ensure fair and reasonable rates without overburdening ratepayers, the Commission should deny **<<BEGIN CONFIDENTIAL>>** [redacted] **<<END CONFIDENTIAL>>** in the rates for Liberty's TY 2025 compensation expenses for Parent Company employees.

3. Liberty Park and AVR Employees - Performance-Based Compensation

The Commission should adopt a budget of <<**BEGIN CONFIDENTIAL**>> [redacted] <<**END CONFIDENTIAL**>> for the overall Liberty Park and AVR payroll. The difference is due to the removal of STIP/SBP and Merit based compensation from Liberty's forecast of its employee compensation tied to meeting specific performance targets that primarily benefit shareholders rather than

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[74] Appendix C – Attachment 14: Response to Data Request 021-KN. "Q7d 021-KN Merit PW Confidential".

[75] Appendix C - Attachment 13: Liberty's Response to Public Advocates Office Data Request 021-KN Payroll, Q.6c.

[76] Commission's General Order 103-A, at 32-35 Microsoft Word - 106867.DOC (ca.gov).

[77] Commission's ESJ Goals Environmental and Social Justice Action Plan (ca.gov).

ratepayers.[78, 79] At the same time, Liberty failed to meet basic requirements per GO 103A in customer service performance. See Ama Serwaa's testimony for requirements per GO 103A.[80] Liberty AVR also failed to conduct the California regulation required sampling for nitrate at Well 34 in 2021. Based on this failure to sample, the State Water Resources Control Board (SWRCB) determined that AVR failed to comply with drinking water standards.[81]

Liberty provided scorecards on the cooperate and regional levels that the performance-based compensation is based upon a points system out of 200 points and 100 points, respectively. As mentioned earlier, Liberty employees did not meet the cooperate scorecard target. Approximately 40% of Liberty's forecasted 2025 employee compensation is based on financial performance. For example, in its corporate scorecard, Liberty asks its employees to meet adjusted net earnings per share (EPS) target. Meeting the EPS target would primarily benefit shareholders. Additionally, Liberty's employees' performance-based compensation projection assumes that the same Liberty employees who received performance-based compensation in 2022 will continue to receive it. Like the parent company performance-based compensation, ratepayers would still bear the burden of the cost of Liberty's forecasted performance-based compensation even if the targets were not met.

Lastly, within the regional and cooperate scorecard, Financial and Personal Goals, 2 specific Personal Goal metrics are customer service and safety, for which the utility is required to meet specific regulatory compliance standards.[82] Ratepayers should not have

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[78] Appendix C – Attachment 13: SPB/STIP = (50% Parent Company Score Card) + (50% Division Scoreboard) x (Personal Achievement), "Total Rewards".

[79] A.24-01-002 et al Liberty's Workpapers PW25 2025 Payroll CONFIDENTIAL (GRC application), tab PR Calc, Cell O55.

[80] Report and Recommendations on Customer Service, ESJ, and Administrative and General.

[81] A.24-01-002 et al. AVR's Exhibit F Citation No. 05-13-22C-006, at 3.

[82] Appendix C - Attachment 13: Liberty's Response to Public Advocates Office Data Request No. 021-KN Payroll, Q.7c.

to pay bonuses for performance targets that the utility must already meet for regulatory compliance, nor should they pay for bonuses that primarily benefit shareholders.[83]

Therefore, to ensure fair compensation for Liberty's employees without overburdening ratepayers, the Commission should adopt a budget of <<**BEGIN CONFIDENTIAL**>> [redacted] >>**END CONFIDENTIAL**>> for the overall Liberty's TY 2025 payroll expenses.[84]

H. Insurance

1. Liberty Does Not Provide Sufficient Support for it Business Policy Insurance Renewal Increase in 2024 and 2025

The Commission should not allow Liberty to use its unsupported renewal increase rate. Instead, the Commission should apply the ECOS escalation factors as it is an approved Commission standard to use for inflation escalation.[85]

During discovery, Cal Advocates tried to understand the methodology for insurance renewal increase rate depicted in Table 3-1 by requesting Liberty's calculations and documentation. However, Liberty responded with "forecast of insurance was based on historical data, market trends, and insurance broker guidance". This response did not include attachments regarding market trend studies, historical data, or documentation from the broker guidance. Due to the lack of support to substantiate its insurance renewal rate, the Commission should use the existing concept of escalation based on the ECOS factor that involves taking the existing premium rate provided by Liberty in 2023-2024 and adjusting it for inflation only.[86]

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[83] Commission's General Order 103-A, at 32-35 Microsoft Word - 106867.DOC (ca.gov).

[84] AV25 Payroll Confidential.xlsx, PW25 Payroll Confidential.xlsx. Tab PR Calc, Cell 045 and Cell F44.

[85] The Class A water rate case plan further specifies the inflation factor for insurance is the 12-month spot rate for CPI-U as published in the Escalation Memo produced by the Public Advocates Office.

[86] The Class A water rate case plan further specifies the inflation factor for insurance is the 12-month spot rate for CPI-U as published in the Escalation Memo produced by the Public Advocates Office.

1 **Table 3-1: Liberty AVR's Projections of Insurance Costs in Attrition Year 2026.**[87]

	Renewal Increases per Liberty	
Description	**2024**	**2025**
FM Prop US LU Hydro	15%	10%
Aegis Prop US LU Hydro	15%	10%
Workers Comp.	5%	5%
Punitive Liability	15%	15%
Primary Liability US Coverage	15%	15%
1st Excess Liability Coverage	15%	15%
2nd Excess Liability Coverage	15%	15%
3rd Ex Liab US AIG	15%	15%
4th Ex Liab US HDI	15%	15%
5th Ex Liab US CAD OCIL Everen	15%	15%
6th Ex Liab US LM	15%	15%
7th Ex Liab US HDI	15%	15%
7th Excess Liability Coverage AIG	15%	15%
8th Ex Liab US Stewart	15%	15%
9th Ex Liab US CAD AXA	15%	15%
10th Ex Liab US Starr	15%	15%
Business Auto Coverage	15%	15%
Ins Placement Fee Non Auto	20%	10%
Ins Placement Fee Non Auto	20%	10%
Excess Earthquake 20 po 30	15%	10%

[87] For demonstration purpose, only AVR's increase is included in testimony. For Park's renewal rate, see PW25 Insurance.xlsx, tab "Insurance". Liberty's annual forecasted premium increase for Park 2024 is $562,823, 2025 is $575,767.

	Renewal Increases per Liberty	
Description	**2024**	**2025**
Excess Earthquake 10 po 30 Part 1	15%	10%
Excess Earthquake 10 po 30 Part 2	15%	10%
Cyber Privacy Liability	20%	15%
Terrorism	15%	10%
Crime Public	10%	5%
1st Excess Fiduciary Liability - Public	10%	10%
Primary Fiduciary Liability - Public	10%	10%
2nd Excess Fiduciary Liability - Public	10%	10%
Employment Practices Liability	10%	5%
Commercial Property Coverage	15%	10%
Property Insurance	15%	10%
FM Prop US LU Hydro	15%	10%
Aegis Prop US LU Hydro	15%	10%
Workers Comp.	5%	5%
Annual Total	**$693,843**	**$775,834**

2. Liberty's forecast of Account 7310.10 to 7310.15 Insurance Expenses Include Forecasts for Attrition Year (2026), in Violation of the Class A Water Rate Case Plan Rules.

The Class-A Water Rate Case Plan (RCP) "adopt a simplified, inflation-based escalation methodology for two years of the three-year cycle".[88] The test year includes specific review of all projected costs and forecasts of consumer use. In contrast, the

[88] Appendix C – Attachment 15: D.04-06-018 "Interim Order Adopting Rate Case Plan", at 2.

escalation years expenses are established using most recent "Estimates of Non-labor and Wage Escalation Rates" and "Summary of Compensation Per Hour" as published by ORA, Energy Cost of Service Branch (ECSB)".[89] Liberty's forecast of insurance expenses contain forecasts for attrition years, in violation of these rules.[90] Per the RCP, the Commission should only allow escalation in Liberty's insurance account expense forecast.

The stated purpose of the RCP is to help streamline the regulatory process. One of the simplifying assumptions adopted by the RCP is the concept of escalation for attrition year expenses. Escalation involves taking the test-year figure and adjusting it for inflation only.[91] Liberty's forecast of its Account 7310.10 to 7310.15 insurance policy expenses does not follow this procedure and instead relies on estimates produced by "historical data, market trends and insurance broker guidance".[92]

Table 3-2: Liberty AVR's Projections of Insurance Costs in Attrition Year 2026.[93]

	Renewal Increases per Liberty
Description	**2026**
FM Prop US LU Hydro	10%
Aegis Prop US LU Hydro	10%
Workers Comp.	5%
Punitive Liability	10%
Primary Liability US Coverage	10%

[89] Appendix C – Attachment 15: D.04-06-018 "Interim Order Adopting Rate Case Plan", at 12 to 13. ORA is now The Office of Public Advocates.

[90] A.24-01-002 et al Workpapers AV25 Insurance and PW25 Insurance, Tab "Insurance", Cells K8 to M8.

[91] The Class A water rate case plan further specifies the inflation factor for insurance is the 12-month spot rate for CPI-U as published in the Escalation Memo produced by the Public Advocates Office.

[92] Appendix B - Attachment 1: Liberty's Response to Public Advocates Office's Data Request No. 009-KN, Q11.b.

[93] For demonstration purpose, only AVR's increase is included in testimony. For Park's renewal rate, see PW25 Insurance.xlsx, tab "Insurance". Liberty's annual forecasted premium increase for Park 2026 is $750,777.

	Renewal Increases per Liberty
Description	**2026**
1st Excess Liability Coverage	10%
2nd Excess Liability Coverage	10%
3rd Ex Liab US AIG	10%
4th Ex Liab US HDI	10%
5th Ex Liab US CAD OCIL Everen	10%
6th Ex Liab US LM	10%
7th Ex Liab US HDI	10%
7th Excess Liability Coverage AIG	10%
8th Ex Liab US Stewart	10%
9th Ex Liab US CAD AXA	10%
10th Ex Liab US Starr	10%
Business Auto Coverage	10%
Ins Placement Fee Non Auto	10%
Ins Placement Fee Non Auto	10%
Excess Earthquake 20 po 30	10%
Excess Earthquake 10 po 30 Part 1	10%
Excess Earthquake 10 po 30 Part 2	10%
Cyber Privacy Liability	15%
Terrorism	10%
Crime Public	5%
1st Excess Fiduciary Liability - Public	5%
Primary Fiduciary Liability - Public	5%

	Renewal Increases per Liberty
Description	**2026**
2nd Excess Fiduciary Liability - Public	5%
Employment Practices Liability	5%
Commercial Property Coverage	10%
Property Insurance	10%
FM Prop US LU Hydro	10%
Aegis Prop US LU Hydro	10%
Workers Comp.	5%
Annual Total	**$693,843**

Table 3-2 uses AVR's application as an example to show the 5 to 20% inflation factor to derive its 2024 insurance cost estimate, 5 to 15% in TY 2025, and 5 to 10% in Attrition year 2026. This method of forecasting for insurance cost in Attrition Year 2026 would defeat the Commission's goal of streamlining the ratemaking process. Park and AVR should adhere to the Water RCP. The Commission should only allow escalation for attrition-year expenses by escalating the insurance expenses with the ECOS escalation factors as provided by the RCP.

3. Medical, Dental, and Vision Insurance Benefits

Similarly to its business insurance policy, Liberty uses a 5% factor increase for its medical, dental, and vision insurance benefits.[94] This method of forecasting for healthcare insurance cost in Attrition Year 2026 would defeat the Commission's goal of streamlining the ratemaking process. Park and AVR should adhere to the Water RCP.

[94] PW25 2025 Payroll Confidential and AV25 Payroll Confidential, Tab "Input", Cells B19, B25, B311. 2023=4.10%, 2024 = 3.3%, 2025 = 2.2%, 2026 = 2.4%, 2027=2.3%, 2028=2.3% based on June 2025 Escalation.

The Commission should only allow escalation for attrition-year expenses by escalating the insurance expenses with the CPI-U escalation factors as provided by the RCP.[95]

IV. CONCLUSION

The Commission should:

- Use the Energy Cost of Service ("ECOS") escalation memos instead of Park's fixed 4% to obtain a more accurate forecast.
- Adopt an uncollectible rate of 0.56% and 0.50% for Park and AVR, respectively. This does not include Liberty's request for a 50% upward adjustment.
- Adopt $245,807 (Park) and $188,949 (AVR)[96] TY 2025 for the water conservation budget. This is based on a 5-year average and escalated to the TY using the Commission approved ECOS memorandum for TY 2025.
- Adopt a budget of $15,566 (AVR) and $41,613 (Park) for the mailing service budget related to billing and customer awareness communications based on savings for customers on paperless billing.
- Only allow escalation for attrition-year (2026 and 2027) expenses by escalating the expenses with the escalation factors as provided by the Rate Case Plan (RCP).[97]
- Adopt $103,668 (Park) and $82,953 (AVR) TY 2025 regulatory expenses budget, the adjusted amount is based on an update to Liberty's regulatory expense workpaper using the 2019 annual report.
- Exclude the 2 new Facilities Manager positions in rates for AVR and Park. This position is redundant because Park and AVR customers have already pay for positions that perform the same functions. The proposed position in Park is also described to perform tasks for employees that operate from the Downey Head Office.
- Deny a budget of <<**BEGIN CONFIDENTIAL**>> $[redacted]) <<**END CONFIDENTIAL**>> in TY 2025 performance-based compensation (STIP/Merit) from Liberty Utilities' forecast of Parent Company employees.

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[95] Appendix C – Attachment 16: D.07-05-062, *Opinion Adopting Revised Rate Case Plan for Class A Water Utilities*, Appendix A at A-19.

[96] A.24-01-002 et al. Liberty PW and AVR's Workpapers PW25, tab Expense Detail, Cell 0157 and Workpapers AV25, tab Expense Detail, Cell O133.

[97] Appendix C – Attachment 16: D.04-0-018, *Interim Order Adopting Rate Case Plan,* at 2, 12-13.

- Adopt <<**BEGIN CONFIDENTIAL**>> [redacted] <<**END CONFIDENTIAL**>> for the overall Park and AVR payroll.[98] The difference in the proposed budget is due to the removal of STIP and Merit compensation to Liberty employees. Ratepayers should not have to pay for performance-based compensation that primarily benefits shareholders and encourages employees to perform Commission set regulatory standards.
- Adopt $575,764 (Park) and $648,567 (AVR) for Liberty's TY 2025 business policy insurance expense. The proposed budget does not use Liberty's unsupported methodology, instead uses the current 2023-2024 insurance premium and applying the current escalation factor to forecast the TY 2025.
- Only allow escalation for attrition-year expenses by escalating the TY2025 business policy insurance expenses with the Commission adopted escalation factors as approved by the Rate Case Plan (RCP) for attrition years 2026 and 2027.[99,100]
- Only allow escalation for attrition-years (2026-2027) expenses by escalating the medical benefit insurance expenses with the Commission adopted escalation factors as provided by the RCP.[101]

[98] This does not include the adjustment of "Senior Manager, Engineering" position discussed in Chapter 1.

[99] Appendix C – Attachment 15: D.04-0-018, *Interim Order Adopting Rate Case Plan,* at 2, 12-13.

[100] AVR $699,793, Park $590,163.

[101] Appendix C – Attachment 15: D.04-0-018, *Interim Order Adopting Rate Case Plan*, at 2, 12-13.

APPENIDX A

QUALIFICATIONS OF WITNESSES

STATEMENT OF QUALIFICATIONS
OF
KATHERINE NGUYEN

Q1. Please state your name, business address, and position with the California Public Utilities Commission ("Commission").

A1. My name is Katherine Nguyen and my business address is 505 Van Ness Avenue, San Francisco, California 94102. I am a Utilities Engineer in the Water Branch of the Public Advocates Office.

Q2. Please summarize your educational background and professional experience.

A2. I obtained the Bachelor and Master of Science Degree in Civil Engineering from the California State University, Fullerton. I have been employed at the CPUC since November 2022. Prior to joining the CPUC, I have worked on flood control and water/wastewater design and management projects.

Q3. What is your responsibility in this proceeding?

A3. I am responsible for O&M Expenses, A&G Expenses, Payroll, and Conservation.

Q4. Does this conclude your prepared direct testimony?

A4. Yes, it does.

APPENDIX B

DATA REQUEST RESPONSE

APPENDIX B

LIST OF ATTACHMENTS

Attachment #	Description
1	Liberty's Response to Cal Advocates Data Request No. 009-KN
2	Liberty's Response to Cal Advocates Data Request No. 010-KN (Conservation)
3	Liberty's Response to Cal Advocates Data Request No. 021-KN (Payroll)
4	Liberty's Response to Cal Advocates Data Request No. 022-KN (Purchased Water)
5	Liberty's Response to Cal Advocates Data Request No. 025-KN (Purchased Water II)
6	Liberty's Response to Cal Advocates Data Request No. 043-KN (General Expense)
7	Liberty's Response to Cal Advocates Data Request No. 044-KN (Purchased Water III)
1-8	Liberty's Response to Cal Advocates Data Request No. 046-KN (Uninsured Property Damage)
1-9	Liberty's Response to Cal Advocates Data Request No. 048-KN (Uncollectible)

Attachment 1:

Liberty's Response to Cal Advocates Data Request No. 009-KN (O&M Expenses)

Liberty Utilities (Park Water) Corp.
9750 Washburn Road
Downey, CA 90241-7002
Tel: 562-923-0711

February 26, 2024

DATA REQUEST RESPONSE

LIBERTY UTILITIES (PARK WATER) CORP.
A.24-01-002
LIBERTY UTILITIES (APPLE VALLEY RANCHOS WATER) CORP.
A.24-01-003

Test Year 2025 General Rate Case

Data Request No.:	009-KN (O&M Expenses)
Requesting Party:	Public Advocates Office
Originator:	Suliman Ibrahim Suliman.Ibrahim@cpuc.ca.gov Peter Chau Peter.Chau@cpuc.ca.gov Katherine Nguyen Katherine.Nguyen@cpuc.ca.gov
Date Received:	February 16, 2024
Due Date:	February 26, 2024

REQUEST NO. 1:

Refer to PW Expense and AVR Expense Tab "ExpenseDetail. Within the Expense excel files, Liberty added "Remove COVID Related Expenses" to some accounts in the year 2020.

a. For the accounts listed below, please give an itemized list of the removed expenses in excel format and include a detailed description of each

   i. Uniforms, Oth-Cust Acct Rec/Coll, Equip Mt-General Plant, Parts & Suppl-Tools/Wk Cl.

b. Please provide detailed support to substantiate Liberty Park's responses above. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

a) Please see the attachments with preface Q1a-b, tab "Sum" for the itemized list of removed expenses and cells where the adjustments are being made. Please note the formula errors (tab "Sum", column J) indicated for Liberty Apple Valley—formulas need to be corrected reflecting the adjustments. For a detailed description of each expense item, please see tab "GL", Columns L and P.
b) In response to the COVID-19 pandemic, the Commission authorized a Catastrophic Event Memorandum "CEMA", effective March 4, 2020, for Liberty Apple Valley and Liberty Park Water, Advice Letters (AL) 239-W and 297-W respectively. The purpose of the CEMA is to track the loss revenues and costs associated with that event. In accordance with D.21-07-029 (R17-06-024), the CEMA was terminated on February 1, 2022. The costs (customer communications, credit card fees, office disinfecting, related supplies, such as masks, hand sanitizers, wipes, etc.) associated with the COVID pandemic are tracked in the CEMA. As such, the expenses listed in response to Question1a are removed for forecasting purposes.

REQUEST NO. 2:

Refer to PW Expense Excel Object Account 7717 Subsidiary 663. **"Oth-T&D Op Meter Exp":**

a. Please explain in detail what the line item entails.

b. Please provide a detailed line-item breakdown of the recorded costs for 2018 and 2019 ($372,060.66 for 2018 and $186,607.42 for 2019).

c. Please provide the average age of Liberty Park meters and its replacement rates.

d. Please explain how Liberty Park calculates the average age of its meters and the replacement rates.

e. Please provide detailed support to substantiate Liberty Park's responses from 2a. to 2d. above. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact

RESPONSE:

a) This expense account primarily contained outside contractors' costs Liberty utilizes to assist with meter replacements.
b) Please see the attachment with preface Q2b for the 2018 and 2019 general ledger transactions detail.
c) The average age of the meters as of December 31, 2022 was five years. Please see the attachment with preface Q1c for the development of the average age of the meters.
d) As indicated in Chapter VI of Exhibit B, Liberty Park needs to continue replacing meters (9% annually) to keep up with meter aging and battery failure rates. As such, Liberty Park anticipates, based on a 5-year escalated recorded average (2018 through 2022), a need for outside contractors for the test year to assist with its meter replacement program, especially for large meter replacements.

REQUEST NO. 3:

Refer to PW Expense Park object account 7717 Subsidiary 677. **"Oth-T&D Mt Hydrants"**

a. Please explain in detail what the line item entails.

b. Please provide a detailed line-item breakdown of the recorded costs for 2018 and 2022 ($25,199.77 for 2018 and $4,820.34 for 2022).

c. Please provide the average age of Park hydrants and their replacement rates.

d. Please explain how Liberty Park calculates the average age of its meters and the replacement rates.

e. Please provide detailed support to substantiate Liberty Park's responses above. This includes but is not limited to internal communications and memorandums vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

a) This expense account primarily contained hydrant maintenance costs, including replacing, repairing, painting, and related supplies costs.
b) Please see the response to 3e.
c) The average age of the hydrants as of December 31, 2022 was about 30.
d) Please see the attachment with preface Q3d.
e) Liberty exercises the fire hydrants in its water systems at least once every three years. The

exercise program identifies hydrants that need to be replaced or repaired. As such, Liberty Park's estimate of the hydrant maintenance, based on a five-year average (2018 through 2022), is reasonable.

REQUEST NO. 4:

Refer to PW Expense Park object account 7716 Subsidiary 932 and Q10 SIB-001 PW Expenses 2018-2022. **"Paint/Coat-General Plant"**:

a. Please provide a detailed explanation for the expenditures for the year 2018.

b. Please provide a detailed line-item breakdown of the recorded costs for 2018 ($36,166 in 2018).

c. Does Liberty Park have any forecasted projects for Paint/Coat-General Plant that Liberty Park will be performing during the projected years?

d. Please provide detailed support to substantiate Liberty Park's responses from 4a. to 4c. above. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

a) This expense account contained costs associated with painting of the office building.
b) Please see the attachment with preface Q4b.
c) Painting property is not classified as a capital improvement and thus is expensed rather than capitalized. Consequently, this expenditure is not contingent upon capital projects. Occasional minor painting of both interior and exterior surfaces may be necessary. Therefore, Liberty's estimation of this expense account using a 5-year average is reasonable.
d) Please see the response to 4a through 4c.

REQUEST NO. 5:

Refer to PW Expense Park object account 7717 Subsidiary 665 and Q10 SIB-001 PW Expenses 2018-2022. **"Temp Labor-T&D Misc Expense"**:

a. Please provide a detailed explanation for the expenditures for the year 2018.

b. Please provide a detailed line-item breakdown of the recorded costs for 2018 ($27,579 in 2018).

c. Did Liberty Park hire outside services for the "Temp Labor-T&D Misc Expense" for the historical years (2018 to 2022)?

d. Does Liberty Park plan on hiring outside services for the "Temp Labor-T&D Misc Expense" for the projected years (2023 to 2028)?

   i. If yes, please provide a list of consultants and/or vendors related to the listed items. For each of the vendors/consultants, did Liberty issue a Request for Proposal?

   ii. If Liberty issued a Request for Proposal, indicate the number of bids received for each service listed. Provide the Request for Proposal. If not, please explain why not?

   iii. Please provide the bid responses that Liberty received.

   iv. Please provide copies of any all fully executed contracts, including Amendments or other documents that modify the original contract.

e. Please provide detailed support to substantiate Liberty Park's responses 5a. to 5d. (including 5.d.i to 5.d.iii) above. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

Liberty is unable to determine which expense account this is. The referenced account description and 2018 amount ($27,579) are inconsistent with Account Number 7717.665. Please verify what the expense line item should be.

REQUEST NO. 6:

Please refer to Liberty AVR's "Equip Maint-T&D Mt Mains" Object Account 7714 Subsidiary 673:

a. Please explain in detail the line item.

b. Please provide a detailed line-item breakdown of the recorded costs for 2018 and 2020 ($145,109.77 for 2018 $182,968.17 for 2020).

c. Please provide the average life-time of the maintenance equipment.

d. Please provide detailed support to substantiate Liberty Park's responses from 6a. to 6c. above. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

a) This expense account primarily contained outside service contractor costs associated with maintenance of the water system valves. Liberty exercises its water system valves and fire hydrant valves in accordance with General Order 103-A. Liberty's valves exercise program is essential to maintaining a safe and reliable water system. Fully functioning valves help mitigate service interruptions and damage due to leaks. Liberty utilizes ACV Systems and High Desert Underground to perform its valve maintenance program.
b) Please see the attachment with preface Question 6b for the general ledger transactions detail for years 2018 and 2020.
c) The average age of valves is not available. In addition, exercising of valves is not dependent on the age of the valves, but rather in compliance with the GO 103-A.
d) Please see response to 6a-6c.

REQUEST NO. 7:

Please refer to Liberty Park's "PR Burden-Stores Cl" Object Account 8101 Subsidiary 963:

a. Please explain in detail what the line item entails and the account's necessity.

b. Please provide a detailed explanation for the expenditures between the years 2018 to 2022.

c. Please provide a detailed line-item breakdown of the recorded costs for 2020 ($17,616 for 2020).

d. Please provide detailed support to substantiate Liberty Park's responses from 7a. to 7c. above. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

a) The Stores Expenses-Clearing include the cost of supervision, labor and expenses incurred in the operation and maintenance of the general storerooms, including purchasing, storage handling and distribution of materials and supplies. The PR Burden- Stores Cl are payroll charged related to inventory as a percentage (15%) of all items issued from inventory.
b) Please see response to Question 1a.
c) Please see response to Question 1d.
d) Please see the attachments with preface Q7d for the general ledger transactions detail for years 2018 through 2022 and 2022 burdens rates.

REQUEST NO. 8:

Please refer to Liberty Park's **"PR Burden-Trans Cl"** Object Account 8101 Subsidiary 964:

a. Please explain in detail the years between 2019 ($72,128) and 2022 ($11,744).

b. Please provide the cost per unit quantity where possible for the years 2018 and 2022.

c. Please provide detailed support to substantiate the responses from 8a. and 8b. above. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

a) Please note that the expense account number should be 8201.964. The transportation expenses-clearing include the cost of supervision, labor and expenses incurred in the operation and maintenance of the general transportation equipment of the utility including direct taxes and depreciation on transportation equipment. When internal payroll is charged to the transportation clearing account, the associated payroll burdens (payroll taxes, workers' compensation insurance, and benefits) would follow that payroll. The burdens rates are calculated annually using the prior year's recorded payroll and expenses. The payroll burdens rates are calculated by dividing the various expense categories by the salaries based on payroll hours worked, excluding paid time off. Please see the attachment provided in response to Question 7d "Q7d 2022 CB Burdens CONFIDENTIAL", tab "2022 Rates", cells A16:D21 for the development of rates used in 2022. The rates shown in cells D15, D17, and D19 are used to record the associated burdens for this expense account (Account No. 8201.964 PR Burden-Trans Cl). The same methodology was used for years 2018 through 2022.

b) Please see response to 8a.

c) Please see response to 8a. Also see the attachment with preface Q8c for the general ledger transactions detail for years 2018 through 2022.

REQUEST NO. 9:

Refer to PW Expense Park object account 8302 Subsidiary 965. **"Parts & Suppl-Tools/Wk Cl"**:

a. In 2020, Liberty Park expense totaled $83,901 (following removal of Covid-19 expenses). Please provide a detailed explanation for the expense.

b. Please provide detailed support to substantiate the responses above. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

a. A total amount of $45,755 associated with the COVID costs was inadvertently not included in the CEMA; therefore, not removed from test year forecast. Liberty proposes this amount should be removed from forecast and should be included in CEMA for recovery.
b. Please see the attachment with preface 9b for the general ledger transactions detail. The amount associated with the COVID costs are highlighted yellow.

REQUEST NO. 10:

Refer to PW Expense Excel Tab Expense Detail Object Account 6190 **"Chemicals"** and Object Account 6150 **"Purchased Power"**.

a. Liberty Park does not anticipate production during the test year for well 4B, 40B, 40D, 41A, and 46C. Does Liberty Park anticipate savings in purchased chemicals, power, and other production costs for wells that are not active?

   i. Please show how the savings are reflected in the RO model?

b. Please provide a schedule detailing chemical purchased per category for purchased water and pumped water for the years 2020 to 2022.

	2020	2021	2022
Cost of Chemical ($)			
Total Chemical Purchased (Quantity Unit)			
Purchased Water (AF)			
Pumped Water (AF)			

c. Please provide detailed support to substantiate Liberty Park's responses from 10a. to 10b. above. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any

calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

Cal Advocates granted an extension until March 6, 2024.

REQUEST NO. 11:

Please refer to the following references regarding AVR and Park's Business Policy Insurance to respond to the following questions: Excel Workpaper PW25/AV25 Expenses, tab "Expense Detail", Row 451 to 462 and AV25/PW25 Insurance.

a. Please provide the 2024 bill please provide a copy of the previous invoices.

b. AV25/PW25 Insurance, tab "Insurance" Column K to M. 2024, 2025 and 2026 liberty proposed Please explain how Liberty calculated these factors and provide documentation to substantiate any of the methodology.

DESCRIPTION	PREMIUM	FROM	TO	2024	2025	2026	2024	2025	2026
FM Prop US LU Hydro	198,732	10/1/2023	10/1/2024	228,542	251,396	276,536	15%	10%	10%

c. Describe AVR and Park's earthquake insurance coverage. Include documents from the insurance provider showing the details of the premiums and any classifications of different assets.

d. For the year 2021, provide Earthquake Insurance Coverage invoices and payment receipts.

e. For the year 2021, provide Excess CA Earthquake Insurance Coverage invoices and payment receipts.

f. Does AVR and Park's Property insurance include earthquake coverage and "Excess" earthquake coverage? Provide documentation from the property insurance provider regarding any earthquake coverage and excess earthquake coverage.

g. Refer to Excel File AV25 Insurance, Row 38 and PW25 Insurance, Row 39? Please provide the full "Property Insurance" policy, including any applicable insurance endorsements, referenced by Liberty Utilities. Coverage periods should be discoverable within the insurance policy.

h. Refer to "Commercial Property Coverage" costs and forecasted budgets listed in AV25 Insurance, Row 37? Please provide the full "Commercial Property Insurance" policy, including any applicable insurance endorsements. Coverage periods should be discoverable

within the insurance policy.

i. Please provide detailed support to substantiate Liberty Park and AVR's responses from 11a. to 11h. above. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

Cal Advocates granted an extension until March 6, 2024.

REQUEST NO. 12:

Please refer to Park and AVR's Regulatory Expenses costs and forecasted budgets to respond to the following questions:

a. In the AVR and Park's excel file "Reg Exp, Cell B17 and C17", please provide a detailed explanation of the expense related to the Water Use Efficiency Plan Updates.

   i. Why are the Water Use Efficiency Plan Updates included in the regulatory expenses forecast budget and not the Conservation forecast budget Account 7717 Subsidiary 908? Please explain in detail.

b. Please refer to excel files AV25 Expense and PW25 Expense, Object Account 7540 Subsidiary 797 "Reg. Comm. Expense":

   i. Please provide a detailed list of expenses under "Accrual of Rate Case Costs" for the years 2018 to 2022.

   ii. Please provide a detailed explanation of the services provided for each of the expense items listed in b.i. above.

   iii. Please provide a list of consultants and/or vendors related to the listed items. For each of the vendors/consultants, did Liberty issue a Request for Proposal for the current rate case?

      I. If Liberty issued a Request for Proposal, indicate the number of companies Liberty solicited bids from and the number of bids received for each service listed. Provide the Request for Proposal. If not, please explain why not?

      II. Please provide the bid responses that Liberty received.

      III. Please provide copies of any fully executed contracts that originated from an RFP, if

applicable.

c. Please provide detailed documentation and support to substantiate Liberty P ark and AVR's responses to questions 12.a. to 12.b. above. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

Cal Advocates granted an extension until March 6, 2024.

This completes the partial response to Data Request No. 009-KN. If you have any questions, or require additional information, please contact me.

Sincerely,

LIBERTY UTILITIES (PARK WATER) CORP.

/s/ Tiffany Thong

TIFFANY THONG
Manager, Rates and Regulatory Affairs
(562) 923-0711
Tiffany.Thong@libertyutilities.com

Attachments

Liberty Utilities (Park Water) Corp.
9750 Washburn Road
Downey, CA 90241-7002
Tel: 562-923-0711

March 6, 2024

DATA REQUEST RESPONSE

LIBERTY UTILITIES (PARK WATER) CORP.
A.24-01-002
LIBERTY UTILITIES (APPLE VALLEY RANCHOS WATER) CORP.
A.24-01-003

Test Year 2025 General Rate Case

Data Request No.:	009-KN (O&M Expenses)
Requesting Party:	Public Advocates Office
Originator:	Suliman Ibrahim Suliman.Ibrahim@cpuc.ca.gov Peter Chau Peter.Chau@cpuc.ca.gov Katherine Nguyen Katherine.Nguyen@cpuc.ca.gov
Date Received:	February 16, 2024
Due Date:	February 26, 2024
Extension:	March 6, 2024

REQUEST NO. 1:

Refer to PW Expense and AVR Expense Tab "ExpenseDetail. Within the Expense excel files, Liberty added "Remove COVID Related Expenses" to some accounts in the year 2020.

a. For the accounts listed below, please give an itemized list of the removed expenses in excel format and include a detailed description of each

   i. Uniforms, Oth-Cust Acct Rec/Coll, Equip Mt-General Plant, Parts & Suppl-Tools/Wk Cl.

b. Please provide detailed support to substantiate Liberty Park's responses above. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

The response was provided on February 26, 2024.

REQUEST NO. 2:

Refer to PW Expense Excel Object Account 7717 Subsidiary 663. **"Oth-T&D Op Meter Exp":**

a. Please explain in detail what the line item entails.

b. Please provide a detailed line-item breakdown of the recorded costs for 2018 and 2019 ($372,060.66 for 2018 and $186,607.42 for 2019).

c. Please provide the average age of Liberty Park meters and its replacement rates.

d. Please explain how Liberty Park calculates the average age of its meters and the replacement rates.

e. Please provide detailed support to substantiate Liberty Park's responses from 2a. to 2d. above. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact

RESPONSE:

The response was provided on February 26, 2024.

REQUEST NO. 3:

Refer to PW Expense Park object account 7717 Subsidiary 677. **"Oth-T&D Mt Hydrants"**

a. Please explain in detail what the line item entails.

b. Please provide a detailed line-item breakdown of the recorded costs for 2018 and 2022 ($25,199.77 for 2018 and $4,820.34 for 2022).

c. Please provide the average age of Park hydrants and their replacement rates.

d. Please explain how Liberty Park calculates the average age of its meters and the replacement rates.

e. Please provide detailed support to substantiate Liberty Park's responses above. This includes but is not limited to internal communications and memorandums vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

The response was provided on February 26, 2024.

REQUEST NO. 4:

Refer to PW Expense Park object account 7716 Subsidiary 932 and Q10 SIB-001 PW Expenses 2018-2022. **"Paint/Coat-General Plant"**:

a. Please provide a detailed explanation for the expenditures for the year 2018.

b. Please provide a detailed line-item breakdown of the recorded costs for 2018 ($36,166 in 2018).

c. Does Liberty Park have any forecasted projects for Paint/Coat-General Plant that Liberty Park will be performing during the projected years?

d. Please provide detailed support to substantiate Liberty Park's responses from 4a. to 4c. above. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

The response was provided on February 26, 2024.

REQUEST NO. 5:

Refer to PW Expense Park object account 7717 Subsidiary 665 and Q10 SIB-001 PW Expenses 2018-2022. **"Temp Labor-T&D Misc Expense"**:

a. Please provide a detailed explanation for the expenditures for the year 2018.

b. Please provide a detailed line-item breakdown of the recorded costs for 2018 ($27,579 in 2018).

c. Did Liberty Park hire outside services for the "Temp Labor-T&D Misc Expense" for the historical years (2018 to 2022)?

d. Does Liberty Park plan on hiring outside services for the "Temp Labor-T&D Misc Expense" for the projected years (2023 to 2028)?

   i. If yes, please provide a list of consultants and/or vendors related to the listed items. For each of the vendors/consultants, did Liberty issue a Request for Proposal?

   ii. If Liberty issued a Request for Proposal, indicate the number of bids received for each service listed. Provide the Request for Proposal. If not, please explain why not?

   iii. Please provide the bid responses that Liberty received.

   iv. Please provide copies of any all fully executed contracts, including Amendments or other documents that modify the original contract.

e. Please provide detailed support to substantiate Liberty Park's responses 5a. to 5d. (including 5.d.i to 5.d.iii) above. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

The response was provided on February 26, 2024.

REQUEST NO. 6:

Please refer to Liberty AVR's "Equip Maint-T&D Mt Mains" Object Account 7714 Subsidiary 673:

a. Please explain in detail the line item.

b. Please provide a detailed line-item breakdown of the recorded costs for 2018 and 2020 ($145,109.77 for 2018 $182,968.17 for 2020).

c. Please provide the average life-time of the maintenance equipment.

d. Please provide detailed support to substantiate Liberty Park's responses from 6a. to 6c. above. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

The response was provided on February 26, 2024.

REQUEST NO. 7:

Please refer to Liberty Park's "PR Burden-Stores Cl" Object Account 8101 Subsidiary 963:

a. Please explain in detail what the line item entails and the account's necessity.

b. Please provide a detailed explanation for the expenditures between the years 2018 to 2022.

c. Please provide a detailed line-item breakdown of the recorded costs for 2020 ($17,616 for 2020).

d. Please provide detailed support to substantiate Liberty Park's responses from 7a. to 7c. above. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

The response was provided on February 26, 2024.

REQUEST NO. 8:

Please refer to Liberty Park's **"PR Burden-Trans Cl"** Object Account 8101 Subsidiary 964:

a. Please explain in detail the years between 2019 ($72,128) and 2022 ($11,744).

b. Please provide the cost per unit quantity where possible for the years 2018 and 2022.

c. Please provide detailed support to substantiate the responses from 8a. and 8b. above. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

The response was provided on February 26, 2024.

REQUEST NO. 9:

Refer to PW Expense Park object account 8302 Subsidiary 965. **"Parts & Suppl-Tools/Wk Cl"**:

a. In 2020, Liberty Park expense totaled $83,901 (following removal of Covid-19 expenses). Please provide a detailed explanation for the expense.

b. Please provide detailed support to substantiate the responses above. This includes but is not

limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

The response was provided on February 26, 2024.

REQUEST NO. 10:

Refer to PW Expense Excel Tab Expense Detail Object Account 6190 **"Chemicals"** and Object Account 6150 **"Purchased Power"**.

a. Liberty Park does not anticipate production during the test year for well 4B, 40B, 40D, 41A, and 46C. Does Liberty Park anticipate savings in purchased chemicals, power, and other production costs for wells that are not active?

   i. Please show how the savings are reflected in the RO model?

b. Please provide a schedule detailing chemical purchased per category for purchased water and pumped water for the years 2020 to 2022.

	2020	2021	2022
Cost of Chemical ($)			
Total Chemical Purchased (Quantity Unit)			
Purchased Water (AF)			
Pumped Water (AF)			

c. Please provide detailed support to substantiate Liberty Park's responses from 10a. to 10b. above. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

a) Liberty's forecast of chemical costs was based on the 5-year recorded average. This should be revised using the projected quantity of water pumped and the unit cost of chemicals in

2022.

b) The expenses for chemicals are specifically attributed to pumped water. Please see the attachment with preface Q10b for the quantity of water pumped and general ledger transaction details for years 2020 through 2022.

c) Please see the response to Question 10b.

REQUEST NO. 11:

Please refer to the following references regarding AVR and Park's Business Policy Insurance to respond to the following questions: Excel Workpaper PW25/AV25 Expenses, tab "Expense Detail", Row 451 to 462 and AV25/PW25 Insurance.

a. Please provide the 2024 bill please provide a copy of the previous invoices.

b. AV25/PW25 Insurance, tab "Insurance" Column K to M. 2024, 2025 and 2026 liberty proposed Please explain how Liberty calculated these factors and provide documentation to substantiate any of the methodology.

DESCRIPTION	PREMIUM	FROM	TO	2024	2025	2026	2024	2025	2026
FM Prop US LU Hydro	198,732	10/1/2023	10/1/2024	228,542	251,396	276,536	15%	10%	10%

c. Describe AVR and Park's earthquake insurance coverage. Include documents from the insurance provider showing the details of the premiums and any classifications of different assets.

d. For the year 2021, provide Earthquake Insurance Coverage invoices and payment receipts.

e. For the year 2021, provide Excess CA Earthquake Insurance Coverage invoices and payment receipts.

f. Does AVR and Park's Property insurance include earthquake coverage and "Excess" earthquake coverage? Provide documentation from the property insurance provider regarding any earthquake coverage and excess earthquake coverage.

g. Refer to Excel File AV25 Insurance, Row 38 and PW25 Insurance, Row 39? Please provide the full "Property Insurance" policy, including any applicable insurance endorsements, referenced by Liberty Utilities. Coverage periods should be discoverable within the insurance policy.

h. Refer to "Commercial Property Coverage" costs and forecasted budgets listed in AV25 Insurance, Row 37? Please provide the full "Commercial Property Insurance" policy,

including any applicable insurance endorsements. Coverage periods should be discoverable within the insurance policy.

i. Please provide detailed support to substantiate Liberty Park and AVR's responses from 11a. to 11h. above. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

a) 2024 invoices are unavailable. Please see the attachments with preface Q11a for the current policy invoices.
b) Liberty's forecast of insurance was based on historical data, market trends and insurance broker guidance.
c) XXXX description from Amy. Please see the attachments with preface Q11c-e.
d) Please see the response to Q11c.
e) Please see the response to Q11c.
f) Yes. Please see the response to Q11c.
g) Please see the response to Q11c.
h) Please see the response to Q11c.
i) Insurance policies are written on an enterprise-wide and premiums are distributed among each entity according to relevant factors. Please see the attachments with preface Q1 for the total premiums and the corresponding percentage allocated to both Liberty Park and Liberty Apple Valley.

REQUEST NO. 12:

Please refer to Park and AVR's Regulatory Expenses costs and forecasted budgets to respond to the following questions:

a. In the AVR and Park's excel file "Reg Exp, Cell B17 and C17", please provide a detailed explanation of the expense related to the Water Use Efficiency Plan Updates.

    i. Why are the Water Use Efficiency Plan Updates included in the regulatory expenses forecast budget and not the Conservation forecast budget Account 7717 Subsidiary 908? Please explain in detail.

b. Please refer to excel files AV25 Expense and PW25 Expense, Object Account 7540 Subsidiary 797 "Reg. Comm. Expense":

i. Please provide a detailed list of expenses under "Accrual of Rate Case Costs" for the years 2018 to 2022.

ii. Please provide a detailed explanation of the services provided for each of the expense items listed in b.i. above.

iii. Please provide a list of consultants and/or vendors related to the listed items. For each of the vendors/consultants, did Liberty issue a Request for Proposal for the current rate case?

I. If Liberty issued a Request for Proposal, indicate the number of companies Liberty solicited bids from and the number of bids received for each service listed. Provide the Request for Proposal. If not, please explain why not?

II. Please provide the bid responses that Liberty received.

III. Please provide copies of any fully executed contracts that originated from an RFP, if applicable.

c. Please provide detailed documentation and support to substantiate Liberty P ark and AVR's responses to questions 12.a. to 12.b. above. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

a) Liberty's Water Use Efficiency Plan (Plan) was prepared by the external consulting firm, Maddas Water Management Inc. (MWM). MWM specializes in the evaluation and technical analysis of water conservation measures and programs. They provide recommendations to assist Liberty in meeting both current and future water use requirements and objectives in California. The Plan solely encompasses the costs associated with conservation programs and does not incorporate the expenses incurred for engaging an external consultant in development of the Plan. Therefore, the cost of the outside consultant is included under Regulatory Commission Expense. Please see the attachment with preface Q1a for the outside consulting invoices.

b) Since the Commission transitioned both Liberty Park (D.16-01-009) and Liberty Apple Valley (D.20-09-019) to the prospective approach where the regulatory commission expenses are estimated for the next general rate case (GRC), Account Number 7540 has been utilized

to amortize the catch-up portion of the rate case expenses authorized by the Commission to be amortized over six years. As of 2022, the amortization for Liberty Park is complete, and for Liberty Apple Valley, it would be fully amortized in 2023. Account Number 7545 Accrual of Rate Case Costs is used to accrue the estimated costs for the next GRC. As the costs are finalized with each specific GRC, this account would be adjusted accordingly. The costs associated with the rate case are primarily include external legal fees, outside consultant studies, customer notices, transcripts, printing, meals and travel, etc. Please see workpapers pages 4-28 (Liberty AV) and 4-69 (Liberty Park) for a detailed description of the development of the regulatory commission expenses.

c) Please see the attachments with preface Q12b for the general ledger transactions detail and outside consulting invoices. These outlined the purpose and vendor for each transaction.

This completes the supplemental response to Data Request No. 009-KN. If you have any questions, or require additional information, please contact me.

Sincerely,

LIBERTY UTILITIES (PARK WATER) CORP.

/s/ Tiffany Thong

TIFFANY THONG
Manager, Rates and Regulatory Affairs
(562) 923-0711
Tiffany.Thong@libertyutilities.com

Attachments

Attachment 2:

Liberty's Response to Cal Advocates Data Request No. 010-KN (Conservation)

Liberty Utilities (Park Water) Corp.
9750 Washburn Road
Downey, CA 90241-7002
Tel: 562-923-0711

February 26, 2024

DATA REQUEST RESPONSE

LIBERTY UTILITIES (PARK WATER) CORP.
A.24-01-002
LIBERTY UTILITIES (APPLE VALLEY RANCHOS WATER) CORP.
A.24-01-003

Test Year 2025 General Rate Case

Data Request No.:	010-KN (Conservation)
Requesting Party:	Public Advocates Office
Originator:	Suliman Ibrahim Suliman.Ibrahim@cpuc.ca.gov Peter Chau Peter.Chau@cpuc.ca.gov Katherine Nguyen Katherine.Nguyen@cpuc.ca.gov
Date Received:	February 16, 2024
Due Date:	February 26, 2024

REQUEST NO. 1:

Please provide Park and AVR's list of conservation programs from 2018 to 2023 by filling out the table below in excel format. Please refer to year 2023 as an example. Note: A "Water Use Efficiency Plan" detailing the conservation program' measures, its costs, and historical number of customer participation may be used to supplement and/or replace the table below.

Year	Conservation Measure	Cost Per Program	# of Customers Participated
2018			
2019			
2020			
2021			
2022			
2023	Showerhead Program	$xx.xx	XX
	Toilet Replacement Program	$xx.xx	XX
	Water Audit	$xx.xx	XX
	WBIC Program	$xx.xx	XX

a. For each Utility (Park and AVR) for each active measure in 2022, please provide a detailed breakdown of the cost per program. Please provide the response in excel format.

   i. Please provide detailed support and documentation to substantiate Liberty Park and AVR's responses above. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

Please see the attachments with preface Q1.

This completes the response to Data Request No. 010-KN. If you have any questions, or require additional information, please contact me.

Sincerely,

LIBERTY UTILITIES (PARK WATER) CORP.

/s/ Tiffany Thong

TIFFANY THONG
Manager, Rates and Regulatory Affairs
(562) 923-0711
Tiffany.Thong@libertyutilities.com

Attachments

Attachment 3:

Liberty's Response to Cal Advocates Data Request No. 021-KN (Payroll)

Liberty Utilities (Park Water) Corp.
9750 Washburn Road
Downey, CA 90241-7002
Tel: 562-923-0711

April 2, 2024

DATA REQUEST RESPONSE

LIBERTY UTILITIES (PARK WATER) CORP.
A.24-01-002
LIBERTY UTILITIES (APPLE VALLEY RANCHOS WATER) CORP.
A.24-01-003

Test Year 2025 General Rate Case

Data Request No.:	021-KN (Payroll)
Requesting Party:	Public Advocates Office
Originator:	Suliman Ibrahim Suliman.Ibrahim@cpuc.ca.gov Peter Chau Peter.Chau@cpuc.ca.gov Katherine Nguyen Katherine.Nguyen@cpuc.ca.gov
Date Received:	March 25, 2024
Due Date:	April 2, 2024

REQUEST NO. 1:

In regard to remote/hybrid employees, please provide the schedule for in office full time/hybrid/remote for the positions per "AV25 Payroll CONFIDIENTIAL.xlsx" and "PW25 2025 Payroll CONFIDENTIAL" for the test year and for historical year 2020-2022.

RESPONSE:

During COVID, various support functions were required to work from home. As of May 2022, all positions are officially back in the office. With the exception of engineering roles, other positions are required to work in the office or field full time. In addition, Liberty implements a flex time/flex place policy, applicable to certain positions outlined in files such as "AV25 Payroll CONFIDENTIAL" and "PW25 2025 Payroll CONFIDENTIAL".

Please see the attachment with preface Q1 for a detailed description of Company's flex time/flex place policy.

REQUEST NO. 2:

Please provide a detailed building floor map including office and cubicle assignments by analyst for both the (AVR) and (PW) proposed and existing positions.

RESPONSE:

Attached are the maps for Liberty Park's Downey office building. Maps for Liberty AVR's office building are not available at this time due to ongoing construction. Additionally, it's important to note that the cost of the building in construction is not included in this application.

Please see the attachments with preface Q2 for Liberty Park's Downey office building maps and revised allocation of the Downey office. The revision was due to misclassification of certain positions. The original allocation factors are included in Section 5 of General Office workpapers, pages 5-19 through 5-20.

REQUEST NO. 3:

Please provide in excel format a detailed breakdown of all plant associated with the Downey Office Building included in rates.

Assets	PUC Account	Asset Description	Amount $	Year Entered Service	Cell Reference RO Model
Office Equipment					

RESPONSE:

Please see the attachment with preface Q3 for the detailed breakdown of plant associated with the Downey office building.

REQUEST NO. 4:

Refer to AV25 Expense.xlsx and PW25 Expense.xlsx workpapers, Tab "Expense Detail", Regarding Payroll Customer, Payroll Operations, Payroll Maintenance and Payroll A&G (Object Accounts 6310, 6311, 6312, 6320, 6321, 6322, 6330, 6340, 6341, 6350, 6351, 6352 6390, 6399, and 6340).

a. Identify the positions and provide the per position breakdown of recorded labor expenses for 2022. Provide the response in a format similar to the format presented in Liberty's other payroll excel files such as "AV25 Payroll CONFIDIENTIAL.xlsx" and "PW25 2025 Payroll CONFIDENTIAL".

b. Object Account 6341, Subsidiary 920 in AVR and PW refers to the "Long Term Incentive Plan". However, a "Long Term Incentive Plan is not included in "AV25 Payroll CONFIDIENTIAL.xlsx" and "PW25 2025 Payroll CONFIDENTIAL", instead only a "STIP" is included in the 2025 projection. Please explain.
c. Has Liberty historically paid employees STIP? If so, are these recorded costs included in the RO model? Please provide a detailed sell reference.
d. Does Liberty project any LTIP costs as part of the current rate case? If so, are these projected costs included in the RO model? Please provide a detailed sell reference.
e. Please provide detailed support to substantiate Liberty Park's responses above from 1a to 1e. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations.
Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

Cal Advocates granted an extension until April 9, 2024.

REQUEST NO. 5:

Refer to "AV25 Payroll CONFIDIENTIAL.xlsx" and "PW25 2025 Payroll CONFIDENTIAL", Tab "PR Calc" for the following requests:

a. Please explain how Liberty Utilities projected "OT Hours" for the test year.
b. Please explain how Liberty Utilities projected "DT Hours" for the test year.
c. Please explain how Liberty Utilities projected "Standby Hours" for the test year.
d. Please also provide the acronym and define "OT Hours", "DT Hours", and "Standby Hours".

RESPONSE:

Cal Advocates granted an extension until April 9, 2024.

REQUEST NO. 6:

Refer to "AV25 Payroll CONFIDIENTIAL.xlsx" and "PW25 2025 Payroll CONFIDENTIAL", Tab "PR Calc", "Column G" STIP%, for the following requests:

a. Please explain in detail how Liberty Utilities arrived at the individual % of STIP ranging from 5-30%.
b. For each employee's position, state the specific goals/individual achievements which must be achieved in order to receive their respective "STIP".
c. For each employee, please provide the details of the balanced scorecard and explain how it affects STIP.
d. Please provide the full list of all employee's positions and their associated STIP% received and each's goals achieved and not achieved, by year, for the past 5-years (2018-2022).

Employee Position	% STIP	Goals Achieved

RESPONSE:

Cal Advocates granted an extension until April 9, 2024.

REQUEST NO. 7:

Refer to "AV25 Payroll CONFIDIENTIAL.xlsx" and "PW25 2025 Payroll CONFIDENTIAL", Tab "PR Calc", "Column F" Merit%, for the following requests:

a. Please explain how Liberty Utilities arrive at the individual 4% of Merit.
b. Please provide the full list of all employee's positions and their associated Merit % received and each's goals achieved and not achieved, by year, for the past 5-years (2018-2022).
c. For each employee, please provide the details of the balanced scorecard and explain how it affects Merit.
d. Please provide the full list of all employee's positions and their associated Merit% received and their goals, by year, for the past 5-years (2018-2022).

Employee Position	% Merit	Goals Achieved

RESPONSE:

Cal Advocates granted an extension until April 9, 2024.

REQUEST NO. 8:

Per the Exhibit B Park Revenue (Park Water), pg. 47, line 10 to 14 and Table IV-9, Liberty Park Water discusses a net increase of 3 positions that do not result in a net increase PW's labor and benefit costs.

a. Please fill out the following table to provide the historical and proposed hiring for Liberty Park Water.

Customer Care Position (PW)	2022 Authorized	Total Cost	2025 Proposed	Total Cost	2022 Recorded	Total Cost	2023-2024 Hires	Total Cost
Representative I, Customer Care								
…								
8								

Operations (PW)	2022 Authorized	Total Cost	2025 Proposed	Total Cost	2022 Recorded	Total Cost	2023-2024 Hires	Total Cost
Operator II-Water								
…								
27								

Engineering (PW)	2022 Authorized	Total Cost	2025 Proposed	Total Cost	2022 Recorded	Total Cost	2023-2024 Hires	Total Cost
Senior Manager, Engineering								
2								
3								

Administrative Staff (PW)	202 Authorized	Total Cost	2025 Proposed	Total Cost	2022 Recorded	Total Cost	2023-2024 Hires	Total Cost
1								
2								

b. For each proposed and recorded position in 6a, please provide a detailed job description including specific duties. Please provide detailed support to substantiate Liberty Park's responses. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

Cal Advocates granted an extension until April 9, 2024.

REQUEST NO. 9:

Please provide the same information in 7a and 7b for AVR. Reference Exhibit B AVR Revenue, pg. 49, Table IV-10.

RESPONSE:

Cal Advocates granted an extension until April 9, 2024.

REQUEST NO. 10:

Per Exhibit B AVR Revenue and Exhibit B Park Revenue, Liberty discusses its primary 3 regions (West, Central, and East). Apple Valley and Park Water fall within the western region and share responsibility with Arizona and Texas (pg. 49 line 10-15, pg. 50 line 1-6). "…this effort has resulted in certain authorized positions being repurposed to West Region Shared Services".

a. Please identify the 39 (PW) positions. Do any of the positions proposed in this rate case perform work for any company other than Liberty AVR/PW as part of their job duties?
b. Please provide the timecard for the positions that are shared in Arizona and Texas for the year 2022.
c. Please explain how Liberty allocates the labor cost among these positions between the entities that make up the west region.
d. Please explain in detail how employee time is divided between the different companies in the west region.
e. Please explain in detail how these expense allocations are reflected in the RO model. Include references to specific cells.

RESPONSE:

Cal Advocates granted an extension until April 9, 2024.

REQUEST NO. 11:

For the proposed new positions in Exhibit B AVR Revenue Table IV-10, has the job been advertised.

RESPONSE:

Cal Advocates granted an extension until April 9, 2024.

REQUEST NO. 12:

For the proposed new positions in Exhibit B Park Water Revenue Table IV-9, has the job been advertised. Please provide a copy of the advertisement. If not, when does Liberty plan the advertising?

RESPONSE:

Cal Advocates granted an extension until April 9, 2024.

This completes the partial response to Data Request No. 021-KN. If you have any questions, or require additional information, please contact me.

Sincerely,

LIBERTY UTILITIES (PARK WATER) CORP.

/s/ Tiffany Thong

TIFFANY THONG
Manager, Rates and Regulatory Affairs
(562) 923-0711
Tiffany.Thong@libertyutilities.com

Attachments

Liberty Utilities (Park Water) Corp.
9750 Washburn Road
Downey, CA 90241-7002
Tel: 562-923-0711

April 9, 2024

DATA REQUEST RESPONSE

LIBERTY UTILITIES (PARK WATER) CORP.
A.24-01-002
LIBERTY UTILITIES (APPLE VALLEY RANCHOS WATER) CORP.
A.24-01-003

Test Year 2025 General Rate Case

Data Request No.:	021-KN (Payroll)
Requesting Party:	Public Advocates Office
Originator:	Suliman Ibrahim Suliman.Ibrahim@cpuc.ca.gov Peter Chau Peter.Chau@cpuc.ca.gov Katherine Nguyen Katherine.Nguyen@cpuc.ca.gov
Date Received:	March 25, 2024
Due Date:	April 2, 2024
Extension:	April 9, 2024

REQUEST NO. 1:

In regard to remote/hybrid employees, please provide the schedule for in office full time/hybrid/remote for the positions per "AV25 Payroll CONFIDIENTIAL.xlsx" and "PW25 2025 Payroll CONFIDENTIAL" for the test year and for historical year 2020-2022.

RESPONSE:

The response was provided on April 2, 2024.

REQUEST NO. 2:

Please provide a detailed building floor map including office and cubicle assignments by analyst for both the (AVR) and (PW) proposed and existing positions.

RESPONSE:

The response was provided on April 2, 2024.

REQUEST NO. 3:

Please provide in excel format a detailed breakdown of all plant associated with the Downey Office Building included in rates.

Assets	PUC Account	Asset Description	Amount $	Year Entered Service	Cell Reference RO Model
Office Equipment					

RESPONSE:

The response was provided on April 2, 2024.

REQUEST NO. 4:

Refer to AV25 Expense.xlsx and PW25 Expense.xlsx workpapers, Tab "Expense Detail", Regarding Payroll Customer, Payroll Operations, Payroll Maintenance and Payroll A&G (Object Accounts 6310, 6311, 6312, 6320, 6321, 6322, 6330, 6340, 6341, 6350, 6351, 6352 6390, 6399, and 6340).

a. Identify the positions and provide the per position breakdown of recorded labor expenses for 2022. Provide the response in a format similar to the format presented in Liberty's other payroll excel files such as "AV25 Payroll CONFIDIENTIAL.xlsx" and "PW25 2025 Payroll CONFIDENTIAL".
b. Object Account 6341, Subsidiary 920 in AVR and PW refers to the "Long Term Incentive Plan". However, a "Long Term Incentive Plan is not included in "AV25 Payroll CONFIDIENTIAL.xlsx" and "PW25 2025 Payroll CONFIDENTIAL", instead only a "STIP" is included in the 2025 projection. Please explain.

c. Has Liberty historically paid employees STIP? If so, are these recorded costs included in the RO model? Please provide a detailed sell reference.
d. Does Liberty project any LTIP costs as part of the current rate case? If so, are these projected costs included in the RO model? Please provide a detailed sell reference.
e. Please provide detailed support to substantiate Liberty Park's responses above from 1a to 1e. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

a. Please see the attachments with preface Q4a for Liberty Park and Liberty Apple Valley's 2022 recorded payroll by position.
b. The Long-Term Incentive Plan (LTIP) is only applicable to Directors and above positions. Liberty Apple Valley does not have Directors and above positions; therefore, LTIP is only applicable to Liberty Park. LTIP was inadvertently omitted in Liberty Park's payroll expense forecast. The Liberty Park Senior Director, Operations role is eligible for a 15% LTIP grant that should be included in the payroll estimate. Please see attachment with preface Q4b for the description of the LTIP plan.
c. Yes. Please see response to Question 4a for the amount of incentives received by position in 2022 for Liberty Apple Valley and Liberty Park. Also see response to Question 6 for detailed description and support documentation on the incentive programs.
d. Please see the response to Question 4b.
e. Please see response to Question 6 for detailed description and support documentation on the incentive programs.

REQUEST NO. 5:

Refer to "AV25 Payroll CONFIDIENTIAL.xlsx" and "PW25 2025 Payroll CONFIDENTIAL", Tab "PR Calc" for the following requests:

a. Please explain how Liberty Utilities projected "OT Hours" for the test year.
b. Please explain how Liberty Utilities projected "DT Hours" for the test year.
c. Please explain how Liberty Utilities projected "Standby Hours" for the test year.
d. Please also provide the acronym and define "OT Hours", "DT Hours", and "Standby Hours".

RESPONSE:

a. In general, Liberty's forecast of overtime (OT), double overtime (DT), and standby hours

for the test year were based on 2022 recorded.

b. Please see the response to Question 5a.
c. Please see the response to Question 5a.
d. Please see the response to Question 5a.

REQUEST NO. 6:

Refer to "AV25 Payroll CONFIDIENTIAL.xlsx" and "PW25 2025 Payroll CONFIDENTIAL", Tab "PR Calc", "Column G" STIP%, for the following requests:

a. Please explain in detail how Liberty Utilities arrived at the individual % of STIP ranging from 5-30%.
b. For each employee's position, state the specific goals/individual achievements which must be achieved in order to receive their respective "STIP".
c. For each employee, please provide the details of the balanced scorecard and explain how it affects STIP.
d. Please provide the full list of all employee's positions and their associated STIP% received and each's goals achieved and not achieved, by year, for the past 5-years (2018-2022).

Employee Position	% STIP	Goals Achieved

RESPONSE:

a. The individual % of incentives were based on a total remuneration benchmark review. Liberty performed a market review of total remuneration utilizing standardized roles, which were benchmarked against market median compensation, including base pay, STIP and LTIP that are part of the overall compensation structure. The Company's pay philosophy remains at P50 of market (50th Percentile of Market). Please see the attachments with preface Q6a for the results of the total remuneration benchmark review.

b. Employees in a leadership level position (manager and above) are eligible to participate in the Short-Term Incentive Plan (STIP) while the employees who are in a non-leadership level position are eligible to participate in the Shared Bonus Pool (SBP). Both STIP and SBP awards are based on parent, regional, and individual achievements. Please see the attachments with Q6b for the detailed description and criteria of the bonus programs. Employee goals are set annually with input from their managers. While individual specific goals vary by employee, they are generally in alignment with the parent and regional scorecards.

b. Please see the attachments with preface Q6c for the parent and regional scorecard results. Additionally, refer to attachments with preface Q6b for a description of scorecard weighting and impact on STIP and SBP.
c. Please see the attachment with preface Q6d for the % of STIP/SBP received by position for years 2018 through 2022 for Liberty Apple Valley and Liberty Park-Central Basin.

REQUEST NO. 7:

Refer to "AV25 Payroll CONFIDIENTIAL.xlsx" and "PW25 2025 Payroll CONFIDENTIAL", Tab "PR Calc", "Column F" Merit%, for the following requests:

a. Please explain how Liberty Utilities arrive at the individual 4% of Merit.
b. Please provide the full list of all employee's positions and their associated Merit % received and each's goals achieved and not achieved, by year, for the past 5-years (2018-2022).
c. For each employee, please provide the details of the balanced scorecard and explain how it affects Merit.
d. Please provide the full list of all employee's positions and their associated Merit% received and their goals, by year, for the past 5-years (2018-2022).

Employee Position	% Merit	Goals Achieved

RESPONSE:

a. The merit increase was based on the 4% merit increase granted in 2023.
b. Please see the attachments with preface Q7b.
c. Please see response to Question 7c for the parent and regional scorecard. Balanced scorecards do not impact merit increase.
d. Please see the attachments with preface Q7d for the % of merit received by position for years 2018 through 2022 for Liberty Apple Valley and Liberty Park-Central Basin.

REQUEST NO. 8:

Per the Exhibit B Park Revenue (Park Water), pg. 47, line 10 to 14 and Table IV-9, Liberty Park Water discusses a net increase of 3 positions that do not result in a net increase PW's labor and benefit costs.

a. Please fill out the following table to provide the historical and proposed hiring for Liberty Park Water.

Customer Care Position (PW)	2022 Authorized	Total Cost	2025 Proposed	Total Cost	2022 Recorded	Total Cost	2023-2024 Hires	Total Cost
Representative I, Customer Care								
…								
8								

Operations (PW)	2022 Authorized	Total Cost	2025 Proposed	Total Cost	2022 Recorded	Total Cost	2023-2024 Hires	Total Cost
Operator II-Water								
…								
27								

Engineering (PW)	2022 Authorized	Total Cost	2025 Proposed	Total Cost	2022 Recorded	Total Cost	2023-2024 Hires	Total Cost
Senior Manager, Engineering								
2								
3								

Administrative Staff (PW)	202 Authorized	Total Cost	2025 Proposed	Total Cost	2022 Recorded	Total Cost	2023-2024 Hires	Total Cost
1								
2								

b. For each proposed and recorded position in 6a, please provide a detailed job description including specific duties. Please provide detailed support to substantiate Liberty Park's responses. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

a. Please see the attachments with preface Q8a, comparison of 2025 proposed and 2022

authorized payroll along with the hired date for the new positions and associated hourly rate. Please see response to Question 4a for the 2022 recorded by position.

The following is a summary of changes comparing the 2025 proposed to 2022 authorized positions.

Administrative

As indicated on page 22 of Exhibit C General Office Report, the position of HR Business Partner was authorized in the 2022 GRC, shared between Liberty Apple Valley and Liberty Park Water. In this GRC, this position is repurposed to the General Office, which the cost associated with this position is being allocated based on the California Cost Allocation Manual (CAM), about 59.06% would be allocated to Liberty CalPeco Electric.

Customer Care

The proposed positions for Customer Care are shared between Liberty Apple Valley and Liberty Park Water. A total of 12 positions were authorized for Liberty Apple Valley and Liberty Park. Two positions (Billing Specialist and Representative) authorized for Liberty Apple Valley were repurposed to Liberty Park. As such, a total of four and eight positions were proposed for Liberty Apple Valley and Liberty Park respectively.

Engineering

Liberty Apple Valley requests two new positions, Engineering Intern and Mapping Technician I, GIS.

The Engineering Intern is a part-time position. This position is needed to assist Engineering Staff with various engineering tasks related to design, operation, and/or maintenance of water systems.

The position of Mapping Technician I, GIS is responsible for the upkeep of all Mapping and Geographical Information System (GIS) related systems.

Facility

Liberty Apple Valley requested for a new Facility Manager position. In February 2024, this position has been consolidated with Liberty Park Water's Facility Manager position, titled Supervisor II, Facilities and Fleet. This position is responsible for managing both facilities (Downey and Apple Valley) and providing minor support for the local fleet program and activities. This position is also responsible for ISNET compliance, managing external facilities related contractors and contract renewals as well as maintenance and security of building services.

Operations

Both Liberty Apple Valley and Liberty Park request for one new position (Coordinator I, Operations). This position is responsible for administering field operations activities

related to scheduling SAP workload, resolving measurement errors, receiving and scheduling construction and basin administration functions and coordinating maintenance orders.

Liberty Park Water requests for the position of Team Lead, Operations. This position is responsible for carrying out field related job details, establishing procedures and practices, assisting with annual meter reading and weekly lock-off schedules, carrying out and enforcing all safety rules to assure a safe workplace.

Please see the detailed job description for each of the proposed position in response to Question 8b.

REQUEST NO. 9:

Please provide the same information in 7a and 7b for AVR. Reference Exhibit B AVR Revenue, pg. 49, Table IV-10.

RESPONSE:

Please see the response to Question 8a and 8b, comparison of 2025 proposed and 2022 authorized payroll by position along with the 2025 proposed job description. For the 2022 recorded cost by position, please see response to Question 4a. For the 2023 and 2024 new position hires, please see the attachments with preface Q8a.

REQUEST NO. 10:

Per Exhibit B AVR Revenue and Exhibit B Park Revenue, Liberty discusses its primary 3 regions (West, Central, and East). Apple Valley and Park Water fall within the western region and share responsibility with Arizona and Texas (pg. 49 line 10-15, pg. 50 line 1-6). "…this effort has resulted in certain authorized positions being repurposed to West Region Shared Services".

a. Please identify the 39 (PW) positions. Do any of the positions proposed in this rate case perform work for any company other than Liberty AVR/PW as part of their job duties?
b. Please provide the timecard for the positions that are shared in Arizona and Texas for the year 2022.
c. Please explain how Liberty allocates the labor cost among these positions between the entities that make up the west region.
d. Please explain in detail how employee time is divided between the different companies in the west region.
e. Please explain in detail how these expense allocations are reflected in the RO model. Include references to specific cells.

RESPONSE:

a. No, the 39 positions do not perform work for any company other than Liberty AVR/PW. When positions within AVR and Park do perform work for each other, time associated with that work is direct charged to that entity. For example, the position of Manager, EHS is shared between AVR and Park, about 67% of this position's time and associated burdens are being direct charged to Liberty Park. Please see file "AV25 2024 Payroll CONFIDENTIAL", tab "PR Calc", cell "H41". This position expense remains in AVR flows to the RO model as payroll expense.
b. The 39 positions are not shared with Arizona and Texas.
c. Please see response to 10a and 10b.
d. Please see response to 10a through 10d.

REQUEST NO. 11:

For the proposed new positions in Exhibit B AVR Revenue Table IV-10, has the job been advertised.

RESPONSE:

As provided in response to Question 8a, except for the Engineering Intern position, all new proposed positions have been filled. Liberty will fill the Engineering Intern position once approved by the Commission.

REQUEST NO. 12:

For the proposed new positions in Exhibit B Park Water Revenue Table IV-9, has the job been advertised. Please provide a copy of the advertisement. If not, when does Liberty plan the advertising?

RESPONSE:

As provided in response to Question 8a, all new proposed positions have been filled.

This completes the supplemental response to Data Request No. 021-KN. If you have any questions, or require additional information, please contact me.

Sincerely,

LIBERTY UTILITIES (PARK WATER) CORP.

/s/ Tiffany Thong

TIFFANY THONG
Manager, Rates and Regulatory Affairs
(562) 923-0711
Tiffany.Thong@libertyutilities.com

Attachments

Attachment 4:

Liberty's Response to Cal Advocates Data Request No. 022-KN (Purchased Water)

Liberty Utilities (Park Water) Corp.
9750 Washburn Road
Downey, CA 90241-7002
Tel: 562-923-0711

April 4, 2024

DATA REQUEST RESPONSE

LIBERTY UTILITIES (PARK WATER) CORP.
A.24-01-002
LIBERTY UTILITIES (APPLE VALLEY RANCHOS WATER) CORP.
A.24-01-003

Test Year 2025 General Rate Case

Data Request No.: 022-KN (Purchased Water)

Requesting Party: Public Advocates Office

Originator: Suliman Ibrahim Suliman.Ibrahim@cpuc.ca.gov
Peter Chau Peter.Chau@cpuc.ca.gov
Katherine Nguyen Katherine.Nguyen@cpuc.ca.gov

Date Received: March 28, 2024

Due Date: April 5, 2024

REQUEST NO. 1:

For the four systems within Park Water (Belflower, Mesa Crest, Compton West, and Compton East):

a. Can water be transported from one system to another? Please explain the systems' interconnectivity in detail.

RESPONSE:

No, water cannot be transferred from one system to another. These water systems are standalone water systems and are not interconnected. As a point of reference, the Compton West water system is separated from the Compton East water system by about 2.2 miles; the Compton East water system is separated from the Bellflower/Norwalk water system by about 2.6 miles; and the Compton East water system is separated from the Mesa Crest water system by about 19.5 miles.

Pipelines of at least the lengths shown, other facilities including booster pump stations, water system operational changes, and approval by State Water Resources Control Board, Division of Drinking Water would be required to interconnect these water systems.

REQUEST NO. 2:

Per "PW25 Prod Exp.xlsx", Tab "Production", Liberty is removing water used to serve Sativa from the forecast. Can the water used to serve Sativa serve Liberty customers moving forward? Please explain in detail.

RESPONSE:

Sativa is a customer of the Compton West water system. The Compton West water system is a standalone water system that is not interconnected to Liberty's other local water systems. In all water systems, when a customer no longer needs water service, the total demand on the system is reduced, resulting in a decrease of water supply put into the system to meet the remaining customers' demand.

The Compton West water system is mostly residential and built out with no large tracts of developable land parcels available. Thus, the water formerly served to Sativa cannot be used by Liberty's customers moving forward.

REQUEST NO. 3:

Please provide the PFAS sampling data of the 5 years (January 1st, 2018-March 31st, 2024) for all Park Water's wells (4B, 6E, 9D, 12B, 12C, 16A, 19C, 28B, 28D, 29H, 29J, 29K, 40B, 40D, 41A, 46C, and Compton East New Well). Include the quarterly running annual average. Please provide the requested information in excel format.

RESPONSE:

Please note that PFAS monitoring started in May 2019.

Please see the attachments with preface Q3 for a summary of the sampling results and sampling results data.

REQUEST NO. 4:

Park Water: Please provide an explanation for Wells 6e and 40B's standby status. Can these wells produce water to offset the offline PFAS wells? Please explain in detail.

RESPONSE:

Per the State Water Resources Control Board, Division of Drinking Water's (DDW) Title 22, section 64401.60, a "standby source" is a water supply source which is only used for short-term emergencies of five consecutive days or less and for less than a total of 15 calendar days a year.

Water quality testing results for Well 6E and Well 40B have yielded levels of iron that exceed the secondary MCL for this constituent. Constituents exceeding their secondary MCL may have cosmetic (skin or tooth discoloration) or aesthetic (taste, odor, or color) effects on consumers. Secondary guidelines were established by the EPA to help manage drinking water for aesthetic conditions, such as taste, color, and odor. Secondary contaminants are not considered a risk to human health below the MCL. Levels of iron found in drinking water that exceed the secondary MCL can stain laundry and plumbing fixtures and gives the water a bitter or metallic taste.

Since both wells exceed the secondary MCL for Iron, DDW has restricted these two facilities to standby sources of water supply. Due to the restrictions of use of these facilities (less than 5-days at a time and no more than 15-days a year), the use of these sources as a make-up source for offline wells for PFAS contamination is a negligible benefit.

REQUEST NO. 5:

Park Water: What is the monthly production of all wells (4B, 6E, 9D, 12B, 12C, 16A, 19C, 28B, 28D, 29H, 29J, 29K, 40B, 40D, 41A, 46C, and Compton East New Well) since January 1st, 2024 to March 31st, 2024? Please provide the requested information in excel format.

RESPONSE:

Please see the attachment with preface Q5 for the January 2024 through March 2024 production. No production for Compton East new well as this has not been constructed.

REQUEST NO. 6:

Reference "PW25 Unaccounted Water.xlsx", Tab "Unaccounted Water", Column H. The unaccounted-for water varies from 6.28% to 1.29%. Please explain the variability of unaccounted for water %.

a. Please provide detailed support to substantiate Liberty Park's responses above. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

a. The unaccounted-for water is the difference between annual total water produced and total water sold. The variances between years could be attributable to routine

maintenance, such as system and dead-end flushing. Flushing is performed every three to five years.

REQUEST NO. 7:

Per "AV25 Prod Exp", Tab "ClaimPurchRts-Dom", the cost per A.F. is $230.99.

a. Are "claim/prepurchase rights" leased water rights or prepaid rights? Please explain in detail.
b. Does AVR lease water rights in the Mojave Basin? Please explain in detail.
c. Please provide a table that list all water right leases AVR engaged in the Mojave Basin and their associated cost between 2008 to 2023.
d. Please provide the contract for each lease.
e. Liberty on average paid $214/A.F. but in 2011 Liberty paid $386/A.F. Please explain in detail and provide detailed support to substantiate Liberty Park's response. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

a. The claim/prepurchase rights were programs instituted by the Mojave Water Agency (MWA). These programs are specifically designed to procure water rights in advance, held in storage, to fulfill future obligations. For detailed description of the programs, please see the attachments with preface Q7e.
b. Yes, Liberty AVR typically leases water rights from the Alto subarea if its production exceeds the Free Production Allowance (FPA) for that specific water year. Please see pages 57-58 of Exhibit B for detailed discussion of the leased water rights.
   Please see the attachment with preface Q7c for a summary list of Liberty AVR's annual leased water rights and general ledger transactions details for years 2008 through 2015. Liberty AVR did not lease any water rights from 2016 through 2023.
c. Please see the response to Question 7b.
d. Please see the attachments with preface Q7d for the lease contracts associated with the leases outlined in response to Question 7b.
e. As indicated in response to Question 7a, the claim/repurchase programs were instituted by MWA. As such, the unit cost was set by MWA. Please see the attachments with preface Q7e for the detailed description of each program and the unit cost per acre foot.

REQUEST NO. 8:

Is there an incremental balancing account for purchase water in AVR? Please provide the details.

RESPONSE:

Liberty AVR is 100% pumped groundwater water; therefore, there is no incremental balancing account for purchased water.

REQUEST NO. 9:

Reference the Mojave Basin Area Watermaster Annual Report for Water Year 2021-2022, Appendix I, please explain the difference between "makeup water" and "replacement water".

RESPONSE:

Please note Liberty AVR is part of the Alto and Baja Subarea. As such, Appendix B is applicable to Liberty AVR.

The Mojave River Basin Area Watermaster levies four different assessments to administer a stipulated judgement and to purchase Replacement and Make-up water. The make-up and replacement water are two of the four assessments the Watermaster levies on all production, excluding any production in excess of the FPA. The assessments are set by the Watermaster, at the cost of State Water purchased by MWA. In lieu of paying the Watermaster, an agency such as Liberty AVR may lease or purchase the FPA from another agency or individual to satisfy its water replacement and make-up obligations for a given water year. A detailed discussion of the assessments are contained on pages 56 through 59 of Exhibit B AVR Revenue Requirements Report.

REQUEST NO. 10:

Refer to excel AV25 prod, tab "Replenishment-Makeup", what is the $35 ("Rate/A.F.") fee for and where it is coming from? Please explain in detail and provide support to substantiate Liberty Park's response. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

Most purchasers of make-up in the Centro subarea typically paid between $25 and $50 per acre-foot (A.F). Liberty AVR estimated price of $35 per A.F. falls within the range of market prices for make-up water in 2021-2022 water year.

Please see the attachment with preface Q10 for the listing of temporary transfers and prices paid for 2021-2022 water year.

REQUEST NO. 11:

Refer to Exhibit B AVR Revenue Requirement page 53, Table IV-12, The unaccounted-for water varies from 11.3% to 5.4%. Please explain the variability of unaccounted for water %.

a. Refer to page 52 line 15 to 18. AVR tests its production meters and uses the most reliable method of testing production meters, please provide the timeline that AVR has been using this method and how has it reduced the rate of unaccounted water?
b. Per page 52 line 11 to 15, AVR unaccounted for water is usually attributed to older meters, unauthorized connections, metering errors, and leaks.
   i. Please provide the number of occasions that contribute to the unaccounted-for water rate in Excel format for each category. Please use the table below as reference.

Year	Leaks	Older Meters	Unauthorized Connections	Meter Errors
2018				
2019				
2020				
2021				
2022				

RESPONSE:

a. Liberty AVR has been testing its production meters over 15 years. Testing production meters is essential for identifying inaccuracies or malfunctions in the metering system, providing Liberty AVR with valuable information on the condition and performance of its metering infrastructure. By identifying meters in need of repair or replacement, Liberty AVR can prioritize its investments in metering equipment to maximize efficiency and minimize water loss.
b. The unaccounted-for water is the difference between total water produced and total water sold for that year. Liberty does not track unaccounted-for water by category. As such, information requested is not available.

REQUEST NO. 12:

Reference "AV25 Unaccounted Water", Tab "Potable Production", Column D. Please explain each number in the cell "(6101685-662056-1245536)/435.6" for each year from 2018 to 2022.

RESPONSE:

The formula in each cell is to separate each year's production between potable water and recycled water, converting it into the unit measurement of acre-foot. The production data is

reported in Schedule D-1a of the CPUC Annual Report. Schedule D-1a provides a summary of production by well. Wells 3, 4, and 5 are for the recycled water.

Please see the attachments with preface Q12 for Schedule D-1a for years 2018 through 2022.

This completes the response to Data Request No. 022-KN. If you have any questions, or require additional information, please contact me.

Sincerely,

LIBERTY UTILITIES (PARK WATER) CORP.

/s/ Tiffany Thong

TIFFANY THONG
Manager, Rates and Regulatory Affairs
(562) 923-0711
Tiffany.Thong@libertyutilities.com

Attachments

Attachment 5:

Liberty's Response to
Cal Advocates Data Request No. 025-KN
(Purchased Water II)

Liberty Utilities (Park Water) Corp.
9750 Washburn Road
Downey, CA 90241-7002
Tel: 562-923-0711

April 22, 2024

DATA REQUEST RESPONSE

LIBERTY UTILITIES (PARK WATER) CORP.
A.24-01-002
LIBERTY UTILITIES (APPLE VALLEY RANCHOS WATER) CORP.
A.24-01-003

Test Year 2025 General Rate Case

Data Request No.: 025-KN (Purchased Water II)

Requesting Party: Public Advocates Office

Originator: Suliman Ibrahim Suliman.Ibrahim@cpuc.ca.gov
Peter Chau Peter.Chau@cpuc.ca.gov
Katherine Nguyen Katherine.Nguyen@cpuc.ca.gov

Date Received: April 15, 2024

Due Date: April 22, 2024

REQUEST NO. 1:

Per Liberty Application Workpaper PW25 Prod Exp.xlsx, Tab "Production", supply mix estimates are combined for all of Park's systems both recorded and projected. Based on Liberty's response to DR 022-KN Q.1, the Park water system is not fully interconnected. Please provide the analysis on a per system basis for both recorded purchased and pumped water per system as well as projected. Please provide in Microsoft Excel with all formulas and links intact. Please see attached sample spreadsheet (Attachment 1, Data Request #25-KN, Question 1 Sample Spreadsheet).

RESPONSE:

Please see the attachment with the preface Q1 for the recorded pumped and purchased water. The pumped and purchased water forecasts are not available by water system, as future years sales are not forecasted by water system.

REQUEST NO. 2:

Please provide a detailed explanation of how Liberty Park projects the amount of pumped water per well during the test year. Please provide detailed support to substantiate Liberty Park's responses. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations, and any other relevant evidence that supports Liberty's Data Response. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

Except for the wells identified with water quality issues in Chapter IV of Exhibit B Park Revenue Requirements Report, Liberty used a two-year average of 2021 and 2022 production to forecast for years 2023 through 2028.

REQUEST NO. 3:

Per Exhibit B Park Revenue pg., 50 line 10-11. Well 4B and 40D were expected and projected on "PW25 Prod Exp.xlsx" to be shutdown starting in 2024. However, in data response "Q5 022-KN PW 2024 YTD Pumped – Water 3-24", Well 4B and 40D are still in production. How is Liberty currently using the wells despite the PFAS issue? Please explain in detail. When does Liberty plan on discontinuing the use of the wells?

a. Please provide detailed support to substantiate Liberty Park's responses above. This includes but is not limited to internal communications and memorandums, vendor quotes and estimates, engineering reports and calculations, and any other relevant evidence that supports Liberty's Data Response. Please provide any calculations in Microsoft Excel format with links and formulas intact.

RESPONSE:

Although Wells 40B and 4B are currently active, Liberty anticipates both of these wells will be over the new standards established by the Environmental Protection Agency (EPA); therefore, both wells are anticipated to be offline once the standards are in effect. Please see the attachment with preface Q3 for the new EPA standards.

REQUEST NO. 4:

Per data request No. 022-KN Response 6a., Liberty noted that "flushing is performed every three to five years." Please answer the following:

a. Please provide Liberty Park's flushing records for the last 10 years in Microsoft Excel

format with all the links and formulas intact. Please include the acre feet of water used for flushing each year.

b. Does Liberty Park use outside contractors to assist with flushing its system? If so, please include the contract and invoice for flushing for each year included in the records.
c. Please also provide projected system flushing for 2024, 2025, 2026, and 2027 for Liberty Park.

RESPONSE:

a. Liberty only has recorded flushing data since 2018. Please see the attachments with preface Q4.
b. Liberty does not utilize outside contractors for systems flushing. Systems flushing is performed by internal labor as routine maintenance.
c. Liberty does not project systems flushing separately, as the unaccounted-for water is determined by the actual water production and actual water sold.

This completes the response to Data Request No. 025-KN. If you have any questions, or require additional information, please contact me.

Sincerely,

LIBERTY UTILITIES (PARK WATER) CORP.

/s/ Tiffany Thong

TIFFANY THONG
Manager, Rates and Regulatory Affairs
(562) 923-0711
Tiffany.Thong@libertyutilities.com

Attachments

Attachment 6:

Liberty's Response to Cal Advocates Data Request No. 043-KN (General Expense)

Liberty Utilities (Park Water) Corp.
9750 Washburn Road
Downey, CA 90241-7002
Tel: 562-923-0711

May 24, 2024

DATA REQUEST RESPONSE

LIBERTY UTILITIES (PARK WATER) CORP.
A.24-01-002
LIBERTY UTILITIES (APPLE VALLEY RANCHOS WATER) CORP.
A.24-01-003

Test Year 2025 General Rate Case

Data Request No.:	043-KN (General Expense)
Requesting Party:	Public Advocates Office
Originator:	Suliman Ibrahim Suliman.Ibrahim@cpuc.ca.gov Peter Chau Peter.Chau@cpuc.ca.gov Katherine Nguyen Katherine.Nguyen@cpuc.ca.gov
Date Received:	May 17, 2024
Due Date:	May 24, 2024

REQUEST NO. 1:

Refer to the 100 Day Update, Workpaper PW25 Expense.xlsx Tab "ExpenseDetail", for each accounts mentioned below please provide a description of the account and a detailed explanation for the recorded year requested:

a. Account 7717.601 Oth-S/S Oper Labor/Exp. Explain the increase expense recorded in 2020.

b. Account 7717.603 Oth-S/S Op Miscellaneous. Explain the increase in expense recorded in 2020.

c. Account 7717.624 Oth-Pump Op Labor/Exp. Explain the increase expense recorded in 2020.

d. Account 7717.665 Oth-T&D Op Misc Exp. Explain the increase unaudited expense in 2023.

e. Account 7762.660 Suppl/Parts-T&D Oper S/E. Explain the increase unaudited expense in 2023.

f. Account 7770.665 Permits-T&D Misc. Explain the increase unaudited expense in 2023.

g. Account 7780 Uniforms. Explain the increase unaudited expense in 2023.

h. Account 7060.2 Customer-Other. Explain the increase expense recorded in 2019.

i. Account 7717.905 Oth-Misc Cust Account. Explain the zeroed expense from 2021 to 2023.

j. Account 7717.910 Oth-Sales Promotion. Explain the increase in expense in 2019.

k. Account 7717.930 Oth-Misc General Exp. Explain the increase in expense in 2022.

l. Account 7762.902 Suppl/Parts-Cust Acct Mtr R. Explain the increase in unaudited expense 2023.

m. Account 7714.932 Equip Mt-General Plant. Explain the increase in expense in 2021 and 2022.

n. Account 7714.672 Paint/Coat-T&D Mt Distrb Reser. From 2022-2023, Park records a decrease in expenses. Please provide an explanation.

   i. Please provide the general ledger to this account from 2019-2021.

   ii. Please provide the work plans Park has for this account during the test year.

o. Account 7761.633 Inventory-Pump Mt Pump Equip. Explain the increase in expense for 2021.

p. Account 7761.673 Inventory-T&D Mt Mains. Explain the increase in expense in 2022.

q. Account 7310. Please explain the quadruple increase from 2018 to 2022.

r. Account 7200.50 Other General Consulting. Explain the increase in expense in 2021 and 2023.

RESPONSE:

a. Temporary workers were hired in 2020 due to extended absences of two employees. Please see attachment prefaced Q1a for the general ledger transactions detail.

b. The costs recorded in this account are mainly for the maintenance of cla-valves on an as-needed basis. Please see attachment prefaced Q1b for the general ledger transactions detail.

c. The 2020 increase is related to with meter wiring-related expenses and a valve that had to be relocated for a safety issue. Please see attachment prefaced Q1c.
d. Cal Advocates granted an extension until May 31, 2024.
e. Cal Advocates granted an extension until May 31, 2024.
f. Cal Advocates granted an extension until May 31, 2024.
g. Cal Advocates granted an extension until May 31, 2024.
h. Autopay mailers were sent to encourage customers set up autopay as a part of the increased community outreach in 2019. Please see attachment prefaced Q1h for the general ledger transactions detail.
i. Cal Advocates granted an extension until May 31, 2024.
j. This account captures promotional items used for community events on an as-needed basis. Please see attachment prefaced Q1j for the general ledger transactions detail.
k. Cal Advocates granted an extension until May 31, 2024.
l. Cal Advocates granted an extension until May 31, 2024.
m. This account records the ongoing maintenance costs associated with the Downey office building. This includes yard maintenance, pest control, janitorial services, office equipment and electrical maintenance. Please see attachment prefaced Q1m for the general ledger transactions detail.
n. Cal Advocates granted an extension until May 31, 2024.
o. This account records the inventory used for maintenance of pumping equipment. The amount recorded in 2021 was a result of an inventory true-up. Please see attachment prefaced Q1o for the general ledger transactions detail.
p. This account records inventory used for main repairs. The increase in 2022 was a result of inventory true-up as well as increases to inventory stock due to supply chain challenges and a need for available stock for emergency repairs. Please see attachment prefaced Q1p for the general ledger transactions detail.
q. Cal Advocates granted an extension until May 31, 2024.
r. Cal Advocates granted an extension until May 31, 2024.

REQUEST NO. 2:

Refer to the 100 Day Update, Workpaper AV25 Expense.xlsx Tab "ExpenseDetail", for each accounts mentioned below please provide a description of the account and a detailed explanation for the recorded year requested:

a. Account 6152 Gas or Diesel Fuel. Explain the increase in expenses in 2020 and 2022.

b. Account 6500.624 Temp Labor-Pump Labor/Exp. Explain the increase in expense between 2021 and 2023.

c. Account 7762.642 Suppl/Parts-Wtr Tr Op Lb/Ex. Explain the increase in expense in 2020.

d. Account 6500.903 Temp Labor-Cust Acct Rec/Coll. Explain the increase in expense in 2019.

e. Account 7060.2 Customer-Other. Explain the increase expense recorded in 2019.

f. 7762.908 Supplies/Parts Conservation. Explain why AVR forecasts for this account in the TY. Is Account 7717.908 cover for conservation supplies?

g. Account 7762.9301 Suppl/Parts-Inst/GW Advert. Explain the increase in expenses in 2019 and 2020.

h. Account 6500.673 Temp Labor-T&D Mt Services. Explain the increase in expenses in 2020 and 2021.

i. Account 7717.675 Oth-T&D Mt Services. Explain the expense increase in years 2019 and unaudited year 2023.

j. Account 7761.676 Inventory-T&D Mt Meters. Explain the expense increase in 2020.

k. Account 7761.677 Inventory-T&D Mt Hydrants. Explain the expense increase in unaudited year 2023.

l. Account 7762.614 Suppl/Parts-S/S Mt Well/Spr. Explain the expense increase in unaudited year 2023.

m. Account 7762.652 Suppl/Parts-Wtr Tr Mt Equip. Explain the expense increase in years 2020 and 2021.

n. Account 7762.676 Suppl/Parts-T&D Mt Meters. Explain the expense increase in 2019.

o. Account 7762.932 Suppl/Parts-Mt General Plt. Explain the expense increase in 2019 and 2020.

p. Account 7714.617 Equip Mt-S/S Mt Misc Wtr. Explain the expense increase in unaudited year 2023. Please provide the work plans for the test year.

For questions 1 & 2 above, please provide detailed support to substantiate Liberty's responses above. This includes but is not limited to claims submitted, police reports, invoices, receipts, internal communications and memorandums, vendor receipt, quotes, and estimates, and any

other relevant evidence that supports Liberty's Data Response. Please provide in Microsoft Excel format with links and formulas intact.

RESPONSE:

a. In 2020, the State declared an energy emergency and allowed Liberty to utilize backup generators to reduce strain on the grid. Six generators were used during that time. In 2022, the generators were run due to a Southern California Edison (SCE) outage as well as all generators were topped off for full tanks. Please see attachment prefaced Q2a.
b. Cal Advocates granted an extension until May 31, 2024.
c. The account records maintenance of disinfection units, water quality supplies and consumables, as well as annual subscriptions for water quality data. Please see attachment prefaced Q2c.
d. This account did not have an increase in 2019. In addition, there is a $0 request for the test year. Please see attachment prefaced Q2d.
e. Autopay mailers were sent to encourage customers to set up autopay as part of the increased community outreach in 2019. Please see attachment prefaced Q2e.
f. Account No. 7717.908 Other-Conservation is used to record the costs associated with the conservation programs. This account is also used to forecast the conservation programs costs for the test year.
g. This account records the costs associated with the community outreach events. Liberty increased community outreach in 2019. Please see attachment prefaced Q2g for the general ledger transactions detail.
h. The account records the costs of temporary labor assisting with operations while employees are out on vacation or family leave. Temporary labor is utilized on an as-needed basis. Please see attachment prefaced Q2h for the general ledger transactions detail.
i. Cal Advocates granted an extension until May 31, 2024.
j. In 2020, there were some costs associated with the inventories used for main repairs inadvertently recorded to this account. These should have been recorded to Account 7761.673 Inventory-T&D Mt Mains. Please see attachments prefaced Q2j for the general ledger transactions detail of Account Nos. 7761.676 and 7761.673.
k. Cal Advocates granted an extension until May 31, 2024.
l. Cal Advocates granted an extension until May 31, 2024.
m. This account records treatment parts and supplies. In 2020, there were two large MIOX upgrades with parts purchased and recorded to this account. Please see attachment

prefaced Q2m.

n. This account records the costs associated with the maintenance of meters. The increase in 2019 was primarily due to the Automatic Meter Reading (AMR) battery failures, requiring purchases of registers. Please see attachment prefaced Q2n for the general ledger transactions detail.

o. The difference in this account is not a substantial increase. Please see attachment prefaced Q2o.

p. Cal Advocates granted an extension until May 31, 2024.

REQUEST NO. 3:

Park provided the general ledger per DR SIB1. Please provide a detailed breakdown for Account 7718.601 Commun Serv-S/S Op Oth. in excel format for the years 2019 to 2023.

Date	Description	Explanation	Actual Amount	

Please provide detailed support to substantiate Liberty's responses in Question 3. This includes but is not limited to claims submitted, police reports, invoices, receipts, internal communications and memorandums, vendor receipt, quotes, and estimates, and any other relevant evidence that supports Liberty's Data Response. Please provide in Microsoft Excel format with links and formulas intact.

RESPONSE:

Cal Advocates granted an extension until May 31, 2024.

REQUEST NO. 4:

AVR provided the general ledger per DR SIB1. Please provide a detailed breakdown for Account 7718.601 Commun Serv-S/S Op Oth. in excel format for the years 2019 to 2023. Please provide a detailed explanation for a 13 fold increase in 2023.

Date	Description	Explanation	Actual Amount	

Please provide detailed support to substantiate Liberty's responses to Question 4. This includes but is not limited to claims submitted, police reports, invoices, receipts, internal communications and memorandums, vendor receipt, quotes, and estimates, and any other relevant evidence that supports Liberty's Data Response. Please provide in Microsoft Excel format with links and formulas intact.

RESPONSE:

Cal Advocates granted an extension until May 31, 2024.

REQUEST NO. 5:

For Park and AVR: Please explain what the following expenses are and why the negative expenses are not forecasted in the test year. Please identify any other negative expense that Liberty did not forecast in the test year.

a. Park: For accounts-
    - "Inventory-T&D Mt Hydrants" line 292
    - "Gen'l Plant - P/R Burden" line 313
    - "Other-ToolsWk Cl Offset" line 320
    - "Other-Stores Cl Offset", line 379
    - "Other-Trans Cl Offset" line 381
    - "Engineering Payroll to CWIP" line 416,
    - "A&G Transferred Credit" line 529 to 534
    - "Deposit Over and Under" line 183
b. AVR: For accounts-
    - "Other-Stores Cl Offset" line 310
    - "Other-Trans Cl Offset" line 312
    - "Other-Tools/Wk Cl Offset" line 314
    - "Engineering Payroll to CWIP" line 350
    - "Non Service PBOP Cost" line 376 Account 6650.26
    - "Engineering PR Burdens to CWIP" line 381 Account 6650.99
    - "A&G Transfer Credit Total" line 469 to 475 Account 7585 Total.
c. For requests 5.a. and 5.b. Please provide detailed support to substantiate Liberty's responses. This includes but is not limited to claims submitted, police reports, invoices, receipts, internal communications and memorandums, vendor receipt, quotes, and estimates, and any other relevant evidence that supports Liberty's Data Response. Please provide in Microsoft Excel format links and formulas intact.

RESPONSE:

Cal Advocates granted an extension until May 31, 2024.

REQUEST NO. 6:

There are some locations within the PW25 Expense.xlsx and AV25 Expnse.xlsx 100 days update

that do not have a forecast, please provide a detailed explanation for the missing forecast. For example:

- Account 6330, 6320 Clearings.
- Account 7310 Insurance.

For Question 6, please provide detailed support to substantiate Liberty's responses. This includes but is not limited to claims submitted, police reports, invoices, receipts, internal communications and memorandums, vendor receipt, quotes, and estimates, and any other relevant evidence that supports Liberty's Data Response. Please provide in Microsoft Excel format links and formulas intact.

RESPONSE:

Cal Advocates granted an extension until May 31, 2024.

REQUEST NO. 7:

Per Liberty's response to Cal Advocates' Data Request #09-KN (O&M Expenses), the attachment Q2b 009-KN PW G Oth-TD Op Meter Exp 7717.663 showed that Park hired an outside contractor in years 2018 and 2019. Then in 2020 to 2022, this account was zero or minimal. In 2023, Park recorded $140,088 in this account.

a. Park noted that there is a need for an outside contractor during the test year to assist with the meter replacement program. How many meters will Park replace during the test year that will require an outside contractor?

b. In 2018, 2019, and 2023, how many meters did the outside contractor replace?

c. Between 2018 to 2023, how many meters per year were emergency replacements that needed an outside contractor?

d. Please provide the invoice, bids, receipts to support Park's hiring an outside contractor for its meter replacement.

RESPONSE:

Cal Advocates granted an extension until May 31, 2024.

REQUEST NO. 8:

For account "Uninsured Prop Damage" line 397 AVR, please explain these expenses and why they are not covered under AVR's insurance policies. Please explain the negative $227,646 in

2021 and the $570,394 in 2022 in uninsured prop damage.

a. Please provide detailed support to substantiate Liberty Park's responses above. This includes but is not limited to claims submitted, police reports, invoices, receipts, internal communications and memorandums, vendor receipt, quotes, and estimates, and any other relevant evidence that supports Liberty's Data Response. Please provide in Microsoft Excel format with links and formulas intact.

RESPONSE:

Cal Advocates granted an extension until May 31, 2024.

REQUEST NO. 9:

Account 7310 Total for Park and AVR. Please explain why the premium from 2021 increased eight folds from 2020. Please provide detailed support to substantiate Liberty Park and AVR's responses above. This includes but is not limited to claims submitted, police reports, invoices, receipts, internal communications and memorandums, vendor receipt, quotes, and estimates, and any other relevant evidence that supports Liberty's Data Response. Please provide in Microsoft Excel format with links and formulas intact.

RESPONSE:

Cal Advocates granted an extension until May 31, 2024.

REQUEST NO. 10:

For account "Oth-Inst/GW Advertise" line 159 (Park) and line 134 (AVR), please explain what this account is and why the expense increased in 2023 and 2020.

a. Please also provide the advertising campaigns these costs are associated with, for example, Liberty can provide the advert posted.

b. Please provide the advertisements sent to customers for the years 2020 to 2023.

c. Please provide the general ledger similar to attachment Q1a 010-KN PW 2022 GL 7717 908.xlsx from "DR 10-KN3 Conservation Account"

RESPONSE:

Cal Advocates granted an extension until May 31, 2024.

REQUEST NO. 11:

Per Liberty's response to Cal Advocates' Data Request #10-KN (Conservation Account), Attachment Q1a 010-KN PW 2022 GL 7717 908.xlsx and Q1a 010-KN AV 2022 GL 7717 908.xlsx.

a. Please provide the same formatting for the years 2019, 2020, 2021, and 2023 for AVR and Park.

b. Please explain the Remark (Column P), "portable restrooms", "inner utility agreement","bicycle fog light", "pet water bowl", "sunglasses", "plane glider".

   i. How does each expense, "portable restrooms" for example, fit in with the conservation account?

   ii. Which conservation measure from the Water Use Efficiency (WUE) plan does each of the above remarks belong to?

   iii. Please provide detailed support to substantiate Liberty Park's responses 11.b.i to 11.b.ii. This includes but is not limited to internal communications and memorandums, vendor receipt, quotes, and estimates, and any other relevant evidence that supports Liberty's Data Response. Please provide in Microsoft Excel format with links and formulas intact.

c. For the following remarks: "Socal NewsPaper", "advertising" from The Norwalk Patriot, and Creative Concepts Media, "display ad", and "notices".

   i. Please provide a detailed explanation for the above remarks (display ad, notices, Socal NewsPaper, ad, advertisement, advertising).

   ii. Does Liberty have an analysis based on the cost and how many customers the adverts have been able to reach?

   iii. Please provide detailed support to substantiate Liberty Park's responses 11c.i and 11c.ii. This includes but is not limited to internal communications and memorandums, vendor receipt, quotes, and estimates, and any other relevant evidence that supports Liberty's Data Response. Please provide in Microsoft Excel format with links and formulas intact.

   iv. Provide product for each of the above remarks from the general ledger. For example, Liberty posted an advertisement in the Norwalk Patriot, please provide this advert.

v. Please also explain which measures from the Water Use Efficiency Plan the above expenses falls under.

RESPONSE:

a. Cal Advocates granted an extension until May 31, 2024.

b.

i. "Portable restrooms" listed on both attachments are invoices for the toilet replacement program. These invoices are for the toilets that were delivered and installed for customers. "Inner utility agreement" listed on Q1a 010-KN PW 2022 GL 7717 908 are invoices for the SoCal Gas Partnership. The program run with SoCal Gas replaces existing high water wasting clothes washers with the delivery and installation of a new high efficiency clothes washer, low-flow showerheads, faucet aerators, thermostatic shower valve, and thermostatic tub spouts in residential homes. "Bicycle fog light", "pet water bowl", "sunglasses", and "plane glider" are items utilized at community events to increase customer participation at water conservation booths.

ii. "Portable restrooms" – Toilet Replacement Program; "Inner Utility Agreement" – Fixture Rebate with SoCal Gas; "Bicycle fog light", "pet water bowl", "sunglasses", and "plane glider" - Public Information and Outreach

iii. Please see attachments beginning with "Q11.b.iii".

c.

i. "Display Ad" and "Ad" are the costs for advertisement in The Norwalk Patriot. "Notices" is the cost for translating, printing, and mailing notices for the state declared water shortage stage 2. "Socal NewsPaper" is cost for advertising with SoCal News Group. "Advertising" is for cost of advertisement in The Norwalk Patriot and costs for digital ads. See 11.c.iv for examples.

ii. Liberty has data on people reached, impressions, and links clicked for digital advertisements, radio advertisements, and emails sent from Liberty.

iii. Please see attachment beginning with "Q11.c.iii".

iv. Please see attachments beginning with "Q11.c.iv".

v. Public Information and Outreach

REQUEST NO. 12:

Per attachments Q1a 010-KN AV/PW Description-Cost Detail and Q1 010-KN AV/PW Programs Summary, as part of Liberty's response to Cal Advocates' Data Request #10-KN, Liberty has consistently had success with approximately 8 measures from the Water Use Efficiency Plan.

a. The WUE plan on pg. 12-7 (Park) highlights 20 different measures. Please provide detailed explanation for Liberty Park and AVR only being able to perform 8/20 measures consistently since 2018.

RESPONSE:

Liberty provided a program summary that included programs that have costs associated with the conservation budget. Liberty implements additional conservation measures that do not have program costs associated with them aside from internal staff time. Those measures include Water Loss, Water Waste Enforcement, Landscape & Irrigation Codes for Park and AVR. Provided are descriptions of those programs.

- Water Loss: Work together between operations, conservation, and finance staff to maintain a thorough annual accounting of water production, sales by customer class and quantity of water produced but not sold. In conjunction with system accounting, include audits that identify and quantify known legitimate uses of non-revenue water in order to determine remaining potential for reducing water losses. This work is completed annually with annual water loss reports and verified through E-Source. Costs for E-Source are not reflected in the conservation budget.
- Water Waste Enforcement: This measure involves assisting customers to reduce water waste and operating under CPUC-approved rules that include Rule No. 14.1. If water waste is observed, door tags are left. If a customer calls in with a concern about water waste, the issue is investigated and the property with water waste is notified. List of water waste behaviors is included in conservation communications that are reflected in the Public Information & Outreach measure budget.
- Landscape & Irrigation Codes: This is an existing Model Water Efficient Landscape Ordinance (MWELO), which establishes specific outdoor water efficiency requirements. Outdoor water efficiency requirements and tips are included in conservation communications that are reflected in the Public Information & Outreach measure budget.
- Residential Water Budgets: This measure is provided to customers upon request. Most customers do not want a water budget but prefer to discuss with water efficiency staff ways to save water and what programs are available to assist them.

The below measures have been available, but have not had consistent customer participation.

- Turf Removal / Cash for Grass: This measure is run through third parties, Mojave Water Agency (AVR) and SoCAL Water Smart in partnership with Central Basin Municipal Water District and Metropolitan Water District (Park). This measure is marketed in conservation communications but does not always receive customer participation and is contingent upon program availability with the third parties.

- CII Weather Based Irrigation Controller & CII Incentives: These two commercial measures are available but do not always receive customer participation.
- School Landscape Equipment Retrofit: This measure requires a large amount of time and coordination between Liberty, the school participating in the measure, and the vendors conducting the work. A retrofit is not always completed within one reporting year.
- Spray Rinse Nozzle Distribution: This measure provides free spray rinse nozzles to restaurants and commercial kitchens. This measure is available but does not receive consistent customer participation.

Provided below are measures that have not been implemented.

- AMI Customer Reporting: AMI has not been installed yet so the conservation measure tied to AMI cannot be implemented until it is installed.
- Emergency Leak Repair Program (Park only): COVID postponed being able to launch this program because vendors could not go inside home to fix leaks followed by prolonged customer concern over COVID exposure when restrictions were being lifted. After that period, a new search had to be conducted for a vendor that could implement the program. A vendor has been found, and the program will be implemented in 2024.

One measure that was not included in the program summaries but is active for Park and AVR is the Public Information & Outreach measure. The Public Information & Outreach measure includes:

- Printed water conservation information available in the lobby
- Providing conservation information through communication mediums including newsletter, bill inserts, website, social media, digital and print ads
- Community events with water conservation booths
- Conservation workshops

REQUEST NO. 13:

Refer to attachment Q1 010-KN AV/PW Programs Summary, as part of Liberty's response to Cal Advocates' Data Request #10-KN, to respond to the following requests:

a. Since 2018, the Toilet replacement program cost per # of fixtures/rebate provided to customers has gone from $147.26 to $483.91. Please provide a detailed explanation for the increase. Please also provide the receipts outlining cost for material and labor per customer for the toilets replacement.

b. Why did the conservation kit double in cost since 2021 to 2022.

c. Please also provide the receipts outlining cost for material and labor per customer for the WBIC Controller / Irrigation Nozzle work in 2020. Expense ($18,323 avg per fixture).

RESPONSE:

a. Costs for toilet replacement program in 2018 and 2022 attached. The increase in costs includes increases in product costs, offering different models of toilets to fit more customers' bathrooms and needs, and repair costs that are needed to install the toilet. In 2021, Liberty modified the program's installation eligibility to be inclusive of all customers. Please see the attachments with preface Q13a.
b. In May 2022, Liberty expanded the number of options of conservation kits from one to four in PW and one to five in AVR to be more effective and efficient for customers' conservation needs. The expanded options for PW included an indoor kit, outdoor kit, drip irrigation kit, and leak kit. The expanded options for AVR included an indoor kit, outdoor kit, drip irrigation kit, leak kit, and weatherization kit. Customers can request any combination of kits or all to meet their needs.
c. In 2020, one residential customer participated in the WBIC Controller / Irrigation Nozzle program at a cost of $2,035 for 3 controllers. In 2020, one commercial customer participated in the WBIC Controller / Irrigation Nozzle Program at a total cost of $71,257 for 50 controllers and parts for installation. The commercial customer was a community clubhouse that received irrigation retrofits for their greenbelt. Invoices included.

REQUEST NO. 14:

Please provide the percentage at which AVR and Park's customers are currently signed up for paperless billing and/or email subscription.

RESPONSE:

AVR: 19%

Park: 18%

REQUEST NO. 15:

For Account 7719.903 Mailing Service in AVR and Park, please provide a detailed description for this account.

RESPONSE:

This account primarily records the costs associated with customers' billing services. Liberty utilizes an outside vendor for bill processing services, such as printing and mailing of customers' bills and notices. For Park, this account also records the costs associated with the armored transport services provided by RT Lawrence Corp., whereas AVR records these costs in Account

No. 7717.903 Oth-Cust Acct Rec/Coll.

Please see the attachments with preface Q15 for the general ledger transactions details.

REQUEST NO. 16:

Liberty Park and AVR closed CEMA since February 2022. Are there any COVID-19 related expenses that were recorded in any expense accounts after the CEMA closed? If so please provide the expenses and their associated accounts in Microsoft Excel format.

RESPONSE:

No.

REQUEST NO. 17:

Please refer to Liberty AVR's (line 151-157) and Park's (line 179-185) Workpapers AV25 Expenses.xlsx and PW25 Expenses.xlsx, tab Expense Detail, to respond to the following questions:

a. Explain the increase in Account 7820 Uncollectible in 2020 and 2022 for Park and AVR.

b. In 2019 and 2021, there were negative expenses for "Provision for Uncollectible". Please provide in detail the negative expenses. Has Liberty Park and AVR forecasted for the negative expense in the test year?

c. For account "Uncollectible Exp-Bankruptcy", recorded 2022 data shows a $20,814 expense. Please provide an explanation for the expense.

d. Refer to AV25 and PW25 Uncol&Fran.xlsx. Both Park and AVR had an increase in % of uncollectible for 2020 and 2022. Please provide a detailed explanation for the increase.

e. Please provide detailed support to substantiate Liberty Park and AVR's responses for 15.a to 15.d above. This includes but is not limited to claims submitted, police reports, invoices, receipts, internal communications and memorandums, vendor receipt, quotes, and estimates, and any other relevant evidence that supports Liberty's Data Response. Please provide in Microsoft Excel format with links and formulas intact.

RESPONSE:

a. The fluctuations in this account between the years 2020 through 2022 were primarily due to the anticipation of the Water and Wastewater Arrearage Payment Program, instituted by the State Water Resources Control Board (SWRCB). The purpose of the program was

to help customers with past-due water bill balances for specific periods. As a result, certain customer accounts written-off in 2020 were reinstated in 2021, thereby reducing the uncollectible expenses in 2021. Please see the attachments with preface Q17e for the general ledger transactions detail.

b. The purpose of this account is to accrue the estimated uncollectible expense for a specific period. The negative expenses in 2021 were mostly resulting from the arrearage program described in response to Question 15a. The provisions took into account the estimated amounts of payment from the arrearage program, which reduced the accounts receivable balance, therefore reducing the estimated uncollectible expense in 2021, causing the negative uncollectible expenses. The test year estimate is inadvertently based on the actual uncollectible expenses recorded in Account No.7820.1 Actual Write-Offs. It should be based on the total uncollectible expenses. Please see the attachments with preface Q15e for the revised uncollectible expense rate.
c. This account records the amount of uncollectible expenses written-off for those customers who filed bankruptcy. Please see the attachment with preface Q15e for the general ledger transactions detail.
d. Please see the response to Questions 15a through 15c.
e. Please see the attachments with preface Q15e.

REQUEST NO. 18:

According to Liberty's Water Resources Plan (Arcadis Consulting) June 2016, part of workpaper Section 16 in the previous GRC. On page 16-16, Well 12C built in 2016 has a capacity of 2,500 gpm which equates to approximately 4035 AF/year. However, Park is only forecasting 530.45 AF/year for the test year and does not forecast purchased water for the Compton West System.

a. Based on the recorded supply mix data provided in response to DR 25-KN Purchased Water II "Q1-025-KN Attachment 1 Sample Spreadsheet", the Compton West System can be fully supplied by Well 19C alone. Liberty Park designed Well 12C to have 500 more gpm despite this fact. Please explain Park's reasoning for such a high capacity design in detail.

b. Historically Well 12C has never produced anywhere near its design capacity. Please explain in detail why the well has such low yields.

c. Per the February 2024 Water System Master Plan (pg. 9 and 40), Well 12C's well casing was installed in 2015. Then it had hydrogen sulfide issues. When were these issues uncovered? Please explain in detail the timeline of Well 12C's design and construction

including when any problems impacting yield were discovered and when production from the well actually started.

d. Please provide Well 12C's report for detailed explanation of packers' installation mentioned on pg. 9 of the 2024 Water System Master Plan.

RESPONSE:

a. Although Well 19C can fully supply the water demands of the Compton West water system, additional and alternate sources of water supply are necessary to maintain a reliable water system. Well 12C's capacity contributes to this water system reliability. Well 12C supplies the water needs of the system during higher peak demands and also provides fire flow protection during an emergency. Well 12C will also help reduce the wear and tear of Well 19C and most importantly it can be used as an alternate water supply when Well 19C is under maintenance or offline.
b. Well 12C has low yields because a pump packer was installed in the well casing to limit the amount of hydrogen sulfide being pumped and going into the distribution system. The hydrogen sulfide in the water creates an unpleasant odor and generates customer complaints of odor and taste. The installation of the pump packer closed off the upper section of the well where higher levels of hydrogen sulfide were detected in the aquifer during zone testing. This resulted in a decrease of well capacity at Well 12C.
c. Well 12C was drilled in 2015 and the construction of the building and well equipment were completed in 2018. Liberty was issued a permit to operate the well by Department of Drinking Water in July 2019. After Well 12C was put online, aesthetic water quality issues from customers increased in the neighborhoods surrounding Well 12C. This prompted Liberty to perform water quality testing in November 2019 which confirmed presence of hydrogen sulfide in the groundwater. A zone study was conducted in December 2019 with a recommendation to install pump packers to block out the groundwater production from the upper section of the well. The installation of the pump packer was completed in August 2020.
d. Please see report prefaced Q18d.

REQUEST NO. 19:

Since 2019, 19C has been able to provide water for the Compton West System and provide water for Sativa.

a. Since 2015 to 2018, Well 19C produced up to 1,202AF/year. But from 2019 on, Well

19C had 2x the production. Please provide a detailed explanation for the increase in Well 19C production.

RESPONSE:

In 2019, Liberty began supplying water to the Sativa water system via an interconnection. The water demand from the Sativa system increased production from our Well 19C. In addition, Liberty reduced its purchase of water from Metropolitan Water District and relied mainly on the groundwater wells to supply water to the Compton West system. This change in water system operation also contributed to the increase of pumped groundwater from Well 19C. Also, please see the response to Data Request 022-KN, Questions 1 and 2.

REQUEST NO. 20:

Does Liberty reward/incentivize its staff by providing any physical rewards, not including direct monetary compensation such as bonuses, based on length of service or any other performance metric? If so please explain the program in detail and include a detailed description of the rewards and the metrics necessary to receive them. If the program exists, are its costs included in rates? If so please specify which account and where exactly in the RO model these costs are included.

RESPONSE:

Liberty does not have physical rewards or incentive programs beyond the bonus program.

REQUEST NO. 21:

In its Workpapers, pages 8-2 and 8-4, Liberty (Park) categorizes its Utility Plant-in-Service and Accumulated Depreciation balances by CPUC account number. Provide existing asset data for Well 12C in a Microsoft Excel file.

The file should briefly describe the assets, such as land and improvements, at the well site, and identify the CPUC account number (e.g. 31000), the total value in Utility Plant-in-Service, and Accumulated Depreciation per asset as of January 1, 2024. Please make sure to include the value of any asset, including upgrades and rehabilitations, related to the well such as new and replacement variable frequency drives, motors, disinfection equipment, electrical equipment, and well buildings. The following table shows an example of the organization for the requested data.

Asset at Site	CPUC Account Number	Utility Plant-in-Service ($)	Accumulated Depreciation ($)

RESPONSE:

Please see the attachment prefaced Q21.

This completes the partial response to Data Request No. 043-KN. If you have any questions, or require additional information, please contact me.

Sincerely,

LIBERTY UTILITIES (PARK WATER) CORP.

/s/ Tiffany Thong

TIFFANY THONG
Manager, Rates and Regulatory Affairs
(562) 923-0711
Tiffany.Thong@libertyutilities.com

Attachments

Liberty Utilities (Park Water) Corp.
9750 Washburn Road
Downey, CA 90241-7002
Tel: 562-923-0711

June 4, 2024

DATA REQUEST RESPONSE

LIBERTY UTILITIES (PARK WATER) CORP.
A.24-01-002
LIBERTY UTILITIES (APPLE VALLEY RANCHOS WATER) CORP.
A.24-01-003

Test Year 2025 General Rate Case

Data Request No.:	043-KN (General Expense)
Requesting Party:	Public Advocates Office
Originator:	Suliman Ibrahim Suliman.Ibrahim@cpuc.ca.gov Peter Chau Peter.Chau@cpuc.ca.gov Katherine Nguyen Katherine.Nguyen@cpuc.ca.gov
Date Received:	May 17, 2024
Due Date:	May 24, 2024
Extension:	May 31, 2024

REQUEST NO. 1:

Refer to the 100 Day Update, Workpaper PW25 Expense.xlsx Tab "ExpenseDetail", for each accounts mentioned below please provide a description of the account and a detailed explanation for the recorded year requested:

a. Account 7717.601 Oth-S/S Oper Labor/Exp. Explain the increase expense recorded in 2020.

b. Account 7717.603 Oth-S/S Op Miscellaneous. Explain the increase in expense recorded in 2020.

c. Account 7717.624 Oth-Pump Op Labor/Exp. Explain the increase expense recorded in 2020.

d. Account 7717.665 Oth-T&D Op Misc Exp. Explain the increase unaudited expense in 2023

e. Account 7762.660 Suppl/Parts-T&D Oper S/E. Explain the increase unaudited expense in 2023.

f. Account 7770.665 Permits-T&D Misc. Explain the increase unaudited expense in 2023.

g. Account 7780 Uniforms. Explain the increase unaudited expense in 2023.

h. Account 7060.2 Customer-Other. Explain the increase expense recorded in 2019.

i. Account 7717.905 Oth-Misc Cust Account. Explain the zeroed expense from 2021 to 2023.

j. Account 7717.910 Oth-Sales Promotion. Explain the increase in expense in 2019.

k. Account 7717.930 Oth-Misc General Exp. Explain the increase in expense in 2022.

l. Account 7762.902 Suppl/Parts-Cust Acct Mtr R. Explain the increase in unaudited expense 2023.

m. Account 7714.932 Equip Mt-General Plant. Explain the increase in expense in 2021 and 2022.

n. Account 7714.672 Paint/Coat-T&D Mt Distrb Reser. From 2022-2023, Park records a decrease in expenses. Please provide an explanation.

   i. Please provide the general ledger to this account from 2019-2021.

   ii. Please provide the work plans Park has for this account during the test year.

o. Account 7761.633 Inventory-Pump Mt Pump Equip. Explain the increase in expense for 2021.

p. Account 7761.673 Inventory-T&D Mt Mains. Explain the increase in expense in 2022.

q. Account 7310. Please explain the quadruple increase from 2018 to 2022.

r. Account 7200.50 Other General Consulting. Explain the increase in expense in 2021 and 2023.

RESPONSE:

a. The response was provided on May 24, 2024.
b. The response was provided on May 24, 2024.
c. The response was provided on May 24, 2024.

d. In May 2023, Liberty implemented its new financial system, SAP. The SAP chart of account presentation utilized in 2023 is different from the JD Edwards chart of account presentation utilized prior to April 2023.
The unaudited 2023 costs presented in 7717.665 Oth-T&D Op Misc Exp should be in account 7717.601 Commun Serv-S/S Op Oth. Please see the response to Question 3.
e. This account consists of materials and supplies for the transmission and distribution services. Please see attachment prefaced Q1e for the general ledger transactions detail.
f. In 2023, this expense category includes miscellaneous materials and supplies used to operate the transmission and distribution system. Please see attachments prefaced Q1f for the 2023 general ledger transactions detail.
g. In 2022, this account includes the costs associated with uniforms. In 2023, this expense category includes materials and supplies used to operate the system. Please see attachment prefaced Q1g for the 2023 general ledger transactions detail.
h. The response was provided on May 24, 2024.
i. Liberty utilized an external after-hours dispatch service through 2020. Beginning in 2021, Liberty took over this service through Customer Care. In June 2023, the external dispatch service was resumed with Call 24, Inc. Please see the attachment with preface Q1i for the general ledger transactions detail.
j. The response was provided on May 24, 2024.
k. The increase was primarily due to two accruals in December 2022. Please see attachment prefaced Q1k for the general ledger transactions detail.
l. This expense category includes materials and supplies used for meter reading. Please see attachment prefaced Q1l for 2023 the general ledger transactions detail.
m. The response was provided on May 24, 2024.
n. Based on the account description provided, the account number should be 7716.672 Paint/Coat-T&D Mt Distrb Reser. This account records amortization of tank coating costs. The costs associated with tank coating are recorded in a deferred debit account and amortize over 10 years. In 2021, two tanks coating costs were fully amortized, and one tank was fully amortized in 2023. As such, this account shows a decrease in 2022 and 2023.
In this rate case, Liberty proposes recoating of two tanks, Forest Green and Meadow View. Liberty proposes to recoat the interior and exterior of the Forest Green tank for an estimated cost of about $598,772 and recoating of the interior of Meadow View tank for approximately $184,876. Recoating is needed to promote the long-term integrity of the tanks. Corrosion degrades the structural integrity of the tanks and can create leaks.

Corrosion can also affect the water quality in the tanks. Please see RO model file "PW25 Working Cash", tab "Tank Coatings" for the amortization schedule. Please note that the estimated annual amortization for years 2025 through 2028 in file "Working Cash", tab "Tank Coatings", cells I158:I161 should be linked to file "PW25 Expenses", tab "ExpenseDetail", cells O272:R272, reflecting the estimated amortization of tank coating costs for each respective year.

Please see the attachment with preface Q1n for the general ledger transactions for years 2019 through 2021.

o. The response was provided on May 24, 2024.

p. The response was provided on May 24, 2024.

q. In 2020, adjustments were made to reconcile prior years' accruals. Liberty's 2025 test year insurance forecast is based on current policies in effect and the associated premiums, along with the anticipated increase of the premiums, as detailed in response to Question 11 of Data Request #009-KN. Please see attachments with preface Q9 for the 2020 general ledger transactions detail.

r. Please see attachments prefaced Q1r. Prior to 2021, tax accountant invoices were not coded to this account.

REQUEST NO. 2:

Refer to the 100 Day Update, Workpaper AV25 Expense.xlsx Tab "ExpenseDetail", for each accounts mentioned below please provide a description of the account and a detailed explanation for the recorded year requested:

a. Account 6152 Gas or Diesel Fuel. Explain the increase in expenses in 2020 and 2022.

b. Account 6500.624 Temp Labor-Pump Labor/Exp. Explain the increase in expense between 2021 and 2023.

c. Account 7762.642 Suppl/Parts-Wtr Tr Op Lb/Ex. Explain the increase in expense in 2020.

d. Account 6500.903 Temp Labor-Cust Acct Rec/Coll. Explain the increase in expense in 2019.

e. Account 7060.2 Customer-Other. Explain the increase expense recorded in 2019.

f. 7762.908 Supplies/Parts Conservation. Explain why AVR forecasts for this account in the TY. Is Account 7717.908 cover for conservation supplies?

g. Account 7762.9301 Suppl/Parts-Inst/GW Advert. Explain the increase in expenses in

2019 and 2020.

h. Account 6500.673 Temp Labor-T&D Mt Services. Explain the increase in expenses in 2020 and 2021.

i. Account 7717.675 Oth-T&D Mt Services. Explain the expense increase in years 2019 and unaudited year 2023.

j. Account 7761.676 Inventory-T&D Mt Meters. Explain the expense increase in 2020.

k. Account 7761.677 Inventory-T&D Mt Hydrants. Explain the expense increase in unaudited year 2023.

l. Account 7762.614 Suppl/Parts-S/S Mt Well/Spr. Explain the expense increase in unaudited year 2023.

m. Account 7762.652 Suppl/Parts-Wtr Tr Mt Equip. Explain the expense increase in years 2020 and 2021.

n. Account 7762.676 Suppl/Parts-T&D Mt Meters. Explain the expense increase in 2019.

o. Account 7762.932 Suppl/Parts-Mt General Plt. Explain the expense increase in 2019 and 2020.

p. Account 7714.617 Equip Mt-S/S Mt Misc Wtr. Explain the expense increase in unaudited year 2023. Please provide the work plans for the test year.

For questions 1 & 2 above, please provide detailed support to substantiate Liberty's responses above. This includes but is not limited to claims submitted, police reports, invoices, receipts, internal communications and memorandums, vendor receipt, quotes, and estimates, and any other relevant evidence that supports Liberty's Data Response. Please provide in Microsoft Excel format with links and formulas intact.

RESPONSE:

a. The response was provided on May 24, 2024.
b. This account captures costs related to temporary labor, which is utilized during staff's family leave or based on business needs and can vary year over year. There is no increase in expense in the 6500.624 Temp Labor-Pump Labor/Exp account noted from 2021 to 2023 in the 100 day update workpaper. Please see attachment prefaced 2b for the 2021 and 2022 general ledger transactions detail.
c. The response was provided on May 24, 2024.
d. The response was provided on May 24, 2024.

e. The response was provided on May 24, 2024.
f. The response was provided on May 24, 2024.
g. The response was provided on May 24, 2024.
h. The response was provided on May 24, 2024.
i. In 2019, Liberty utilized an outside contractor to assist with its meter replacements. The use of outside contractors depends on business needs and can vary annually. Please see attachments prefaced Q2i for the 2019 and 2023 general ledger transactions detail.
j. The response was provided on May 24, 2024.
k. This account records the related miscellaneous materials and supplies for maintenance of hydrants. Please see attachment prefaced Q2k.
l. This account is used to capture costs related to the maintenance of wells and springs, including outside services, materials, and supplies. Please see attachment prefaced Q2l for the 2023 general ledger transactions detail.
m. The response was provided on May 24, 2024.
n. The response was provided on May 24, 2024.
o. The response was provided on May 24, 2024.
p. Please see attachments prefaced Q2p for the 2022 and 2023 general ledger transaction details. These consist of outside contractor costs utilized to assist with backflow and pressure reducing valves. Prior to SAP implementation, these costs were recorded in Account 7714.673 Equip Maint-T&D Valve Maintenance.

REQUEST NO. 3:

Park provided the general ledger per DR SIB1. Please provide a detailed breakdown for Account 7718.601 Commun Serv-S/S Op Oth. in excel format for the years 2019 to 2023.

Date	Description	Explanation	Actual Amount	

Please provide detailed support to substantiate Liberty's responses in Question 3. This includes but is not limited to claims submitted, police reports, invoices, receipts, internal communications and memorandums, vendor receipt, quotes, and estimates, and any other relevant evidence that supports Liberty's Data Response. Please provide in Microsoft Excel format with links and formulas intact.

RESPONSE:

This account records the maintenance costs associated with the Supervisory Control and Data Acquisition (SCADA) system. Post implementation of SAP, these costs are recorded in different

accounts. The total 2023 unaudited amount was $87,556. Please see the attachments with preface Q3 for the 2019 to 2023 general ledger transactions details.

REQUEST NO. 4:

AVR provided the general ledger per DR SIB1. Please provide a detailed breakdown for Account 7718.601 Commun Serv-S/S Op Oth. in excel format for the years 2019 to 2023. Please provide a detailed explanation for a 13 fold increase in 2023.

Date	Description	Explanation	Actual Amount	

Please provide detailed support to substantiate Liberty's responses to Question 4. This includes but is not limited to claims submitted, police reports, invoices, receipts, internal communications and memorandums, vendor receipt, quotes, and estimates, and any other relevant evidence that supports Liberty's Data Response. Please provide in Microsoft Excel format with links and formulas intact.

RESPONSE:

This account historically recorded the maintenance costs associated with the Supervisory Control and Data Acquisition (SCADA) system. In 2023, this category of expense includes the costs of labor and materials used to operate the source of supply plant. Please see the attachments with preface Q4 for the 2019 to 2023 general ledger transactions detail.

REQUEST NO. 5:

For Park and AVR: Please explain what the following expenses are and why the negative expenses are not forecasted in the test year. Please identify any other negative expense that Liberty did not forecast in the test year.

a. Park: For accounts-
    - "Inventory-T&D Mt Hydrants" line 292
    - "Gen'l Plant - P/R Burden" line 313
    - "Other-ToolsWk Cl Offset" line 320
    - "Other-Stores Cl Offset", line 379
    - "Other-Trans Cl Offset" line 381
    - "Engineering Payroll to CWIP" line 416,
    - "A&G Transferred Credit" line 529 to 534

- "Deposit Over and Under" line 183

b. AVR: For accounts-
   - "Other-Stores Cl Offset" line 310
   - "Other-Trans Cl Offset" line 312
   - "Other-Tools/Wk Cl Offset" line 314
   - "Engineering Payroll to CWIP" line 350
   - "Non Service PBOP Cost" line 376 Account 6650.26
   - "Engineering PR Burdens to CWIP" line 381 Account 6650.99
   - "A&G Transfer Credit Total" line 469 to 475 Account 7585 Total.

c. For requests 5.a. and 5.b. Please provide detailed support to substantiate Liberty's responses. This includes but is not limited to claims submitted, police reports, invoices, receipts, internal communications and memorandums, vendor receipt, quotes, and estimates, and any other relevant evidence that supports Liberty's Data Response. Please provide in Microsoft Excel format links and formulas intact.

RESPONSE:

a. "Inventory-T&D MT Hydrants, line 292" – This account forecast is based on a 5-year recorded average; therefore, the negative expense is included in the forecast.
"Gen'l Plant – P/R Burden, line 313" – The payroll burden is included in the payroll forecast files, (e.g. PW25 2024 Payroll CONFIDENTIAL, PW25 2025 Payroll CONFIDENTIAL, PW25 2026 Payroll CONFIDENTIAL). The position of Facility Manager maintains the Downey office building. As such, a portion of the position's payroll and associated burdens is charged to General Office. For example, in file "PW25 2024 Payroll CONFIDENTIAL", tab "PR Calc", line 34 and tab "Burdens", line 10 show the development of payroll and related burdens charged out to General Office for this position. The Gen'l Plant – P/R Burden is included in the net total on line 18 of tab "Burdens" and linked to file "PW25 Expenses", line 444 Net Benefits Adjustment 6650.95.
"Other-ToolsWk Cl Offset" line 320 – This account along with "Other-Stores Cl Offset line 316 and Other-Trans Cl Offset line 318 are offset accounts shown in lines 379 Other-Stores Cl Offset, 381 Other-Trans Cl Offset, and 383 Other-Tools/Wk Cl Offset. These accounts zeroed each other out. A portion of the costs recorded in the clearing accounts, lines 323 through 378 is charged to direct or capital projects. The remaining costs in the clearing accounts will then be cleared out using accounts in lines 378 through 384 and 316 through 321. These accounts are not used for test year forecast because they zeroed

each other out.

"Engineering Payroll to CWIP – This account records engineering and fixed assets payroll costs charged to capital projects. The test year payroll forecast is net of capitalization and direct charged payroll, which is developed in the payroll files, (e.g., PW25 2024 Payroll CONFIDENTIAL, PW25 2025 Payroll CONFIDENTIAL, PW25 2026 Payroll CONFIDENTIAL).

"A & G Transferred Credit" lines 529 to 534 – These accounts record the capitalization of indirect costs of APUC, LABS, LUC, LUSC, and West Region shared services. The test year forecast is developed in RO model file "GO25 Expenses", tab "ExpenseDetail", lines 168 to 173. The test year forecast of total allocated expenses from the General Office to Park Water Central Basin is net of capitalization.

"Deposit Over and Under" line 183 – This account is used to rebalance immaterial true-up of the cash drawers, petty cash, and immaterial refunds.

b. "Other-Stores Cl Offset" line 310, "Other-Trans Cl Offset" line 312, and "Other-Tools/Wk Cl Offset" line 314 – These credit accounts are offset by the debit accounts shown in lines 252, 254, and 256 "Other-Stores Cl Offset", "Other-Trans Cl Offset", and "Other-Tools/Wk Cl Offset". These accounts zeroed each other out. A portion of the costs recorded in the clearing accounts, lines 259 through 315, is allocated to capital projects or direct charged payroll. The remaining costs in the clearing accounts are then be cleared out using accounts in lines 310 through 314 and 252 through 256. These accounts are not used for test year forecast because the net effect is zero.

"Engineering Payroll to CWIP" line 350 – This account records the capitalization of engineering and fixed assets payroll costs. The capitalized payroll forecast is developed in the payroll files (e.g., AV25 2024 Payroll CONFIDENTIAL, AV25 2025 Payroll CONFIDENTIAL, and AV25 2026 Payroll CONFIDENTIAL). The test year payroll expense forecast is net of capitalization.

"Non Service PBOP Cost" line 376 Account 6650.26 – This account records the portion of non-service PBOP cost based on actuarial report. Liberty requests zero for PBOP expense in the test year.

"Engineering PR Burdens to CWIP" line 381 Account 6650.99 - This account records the capitalization of engineering and fixed assets payroll burdens. The capitalized payroll burdens forecast is developed in the payroll files (e.g., AV25 2024 Payroll CONFIDENTIAL, AV25 2025 Payroll CONFIDENTIAL, and AV25 2026 Payroll CONFIDENTIAL). The test year payroll burdens forecast is net of capitalization. The total capitalization burdens forecast is reflected in line 380, Account 6650.95 Net

Benefits Adjustment.
"A & G Transfer Credit Total" Line 469 to 475 Account 7585 Total – These accounts record the capitalization of indirect costs for APUC, LABS, LUC, LUSC, and West Region shared services. The test year forecast is developed in RO model file "GO25 Expenses", tab "ExpenseDetail", lines 168 to 173. The test year forecast of total allocated expenses from the General Office to Apple Valley is net of capitalization.

REQUEST NO. 6:

There are some locations within the PW25 Expense.xlsx and AV25 Expnse.xlsx 100 days update that do not have a forecast, please provide a detailed explanation for the missing forecast. For example:

- Account 6330, 6320 Clearings.
- Account 7310 Insurance.

For Question 6, please provide detailed support to substantiate Liberty's responses. This includes but is not limited to claims submitted, police reports, invoices, receipts, internal communications and memorandums, vendor receipt, quotes, and estimates, and any other relevant evidence that supports Liberty's Data Response. Please provide in Microsoft Excel format links and formulas intact.

RESPONSE:

To simplify the forecasting process, not all general ledger accounts are used. For instance, the payroll forecast is developed by position as a whole and then distributed according to the payroll categories recorded in 2022 (e.g., Payroll-Operations, Payroll-Customers, Payroll-Maintenance, and A & G Payroll). Each of these categories uses a single general ledger account to capture the payroll forecast. Similarly, insurance forecast is developed by considering individual policies, with Account 7310.10 is used to capture the total forecasted insurance expense. Detailed information is contained in the specific source files used for developing the forecast.

REQUEST NO. 7:

Per Liberty's response to Cal Advocates' Data Request #09-KN (O&M Expenses), the attachment Q2b 009-KN PW G Oth-TD Op Meter Exp 7717.663 showed that Park hired an outside contractor in years 2018 and 2019. Then in 2020 to 2022, this account was zero or minimal. In 2023, Park recorded $140,088 in this account.

a. Park noted that there is a need for an outside contractor during the test year to assist with

the meter replacement program. How many meters will Park replace during the test year that will require an outside contractor?

b. In 2018, 2019, and 2023, how many meters did the outside contractor replace?

c. Between 2018 to 2023, how many meters per year were emergency replacements that needed an outside contractor?

d. Please provide the invoice, bids, receipts to support Park's hiring an outside contractor for its meter replacement.

RESPONSE:

a. Outside contractors are utilized based on business needs and can vary year over year; therefore, a 5-year escalated average is used to derive the test year expense. Please see the attachment provided in response to Data Request 040-AA, Question 3a for the projected meter replacements for the test year.
b. A total of 3,189 meters were replaced in 2018 and 2019. In 2023, 480 meters were replaced.
c. No meter replacements were considered emergency replacements.
d. Please see attachments prefaced Q7d for the outside contractor invoices.

REQUEST NO. 8:

For account "Uninsured Prop Damage" line 397 AVR, please explain these expenses and why they are not covered under AVR's insurance policies. Please explain the negative $227,646 in 2021 and the $570,394 in 2022 in uninsured prop damage.

a. Please provide detailed support to substantiate Liberty Park's responses above. This includes but is not limited to claims submitted, police reports, invoices, receipts, internal communications and memorandums, vendor receipt, quotes, and estimates, and any other relevant evidence that supports Liberty's Data Response. Please provide in Microsoft Excel format with links and formulas intact.

RESPONSE:

Liberty carries a self-insured liability insurance program, wherein Liberty is responsible for the first $250,000 per incident. This account records the uninsured property damage claims. The negative expense in 2021 was primarily due to the reversal of 2020 accrual.

Please see the attachments with preface Q8a for the 2020 and 2021 general ledger transactions details and liability insurance policy for periods 2021-2022 and 2023-2024.

REQUEST NO. 9:

Account 7310 Total for Park and AVR. Please explain why the premium from 2021 increased eight folds from 2020. Please provide detailed support to substantiate Liberty Park and AVR's responses above. This includes but is not limited to claims submitted, police reports, invoices, receipts, internal communications and memorandums, vendor receipt, quotes, and estimates, and any other relevant evidence that supports Liberty's Data Response. Please provide in Microsoft Excel format with links and formulas intact.

RESPONSE:

In 2020, adjustments were made to reconcile prior years' accruals. Liberty's 2025 test year insurance forecast is based on current policies in effect and the associated premiums, along with the anticipated increase of the premiums, as detailed in response to Question 11 of Data Request #009-KN. Please see attachments with preface Q9 for the 2020 general ledger transactions detail.

REQUEST NO. 10:

For account "Oth-Inst/GW Advertise" line 159 (Park) and line 134 (AVR), please explain what this account is and why the expense increased in 2023 and 2020.

a. Please also provide the advertising campaigns these costs are associated with, for example, Liberty can provide the advert posted.

b. Please provide the advertisements sent to customers for the years 2020 to 2023.

c. Please provide the general ledger similar to attachment Q1a 010-KN PW 2022 GL 7717 908.xlsx from "DR 10-KN3 Conservation Account"

RESPONSE:

a. This account primarily records the costs of customer notices and communications of different topics regarding water, including bill inserts and newspaper postings. Please see attachment prefaced Q10c for the general ledger transactions and Q10b for the examples of advertising campaigns.
b. Please see attachments prefaced Q10b for 2020 through 2023.
c. Please see attachments prefaced Q10c.

REQUEST NO. 11:

Per Liberty's response to Cal Advocates' Data Request #10-KN (Conservation Account), Attachment Q1a 010-KN PW 2022 GL 7717 908.xlsx and Q1a 010-KN AV 2022 GL 7717 908.xlsx.

a. Please provide the same formatting for the years 2019, 2020, 2021, and 2023 for AVR and Park.

b. Please explain the Remark (Column P), "portable restrooms", "inner utility agreement","bicycle fog light", "pet water bowl", "sunglasses", "plane glider".

   i. How does each expense, "portable restrooms" for example, fit in with the conservation account?

   ii. Which conservation measure from the Water Use Efficiency (WUE) plan does each of the above remarks belong to?

   iii. Please provide detailed support to substantiate Liberty Park's responses 11.b.i to 11.b.ii. This includes but is not limited to internal communications and memorandums, vendor receipt, quotes, and estimates, and any other relevant evidence that supports Liberty's Data Response. Please provide in Microsoft Excel format with links and formulas intact.

c. For the following remarks: "Socal NewsPaper", "advertising" from The Norwalk Patriot, and Creative Concepts Media, "display ad", and "notices".

   i. Please provide a detailed explanation for the above remarks (display ad, notices, Socal NewsPaper, ad, advertisement, advertising).

   ii. Does Liberty have an analysis based on the cost and how many customers the adverts have been able to reach?

   iii. Please provide detailed support to substantiate Liberty Park's responses 11c.i and 11c.ii. This includes but is not limited to internal communications and memorandums, vendor receipt, quotes, and estimates, and any other relevant evidence that supports Liberty's Data Response. Please provide in Microsoft Excel format with links and formulas intact.

   iv. Provide product for each of the above remarks from the general ledger. For example, Liberty posted an advertisement in the Norwalk Patriot, please provide this advert.

v. Please also explain which measures from the Water Use Efficiency Plan the above expenses falls under.

RESPONSE:

a. Please see attachments prefaced Q11a. Please note with the conversion to SAP in 2023, the general ledger transactions details are different as compared to the legacy system.

b.
   i. The response was provided on May 24, 2024.
   ii. The response was provided on May 24, 2024.
   iii. The response was provided on May 24, 2024.

c.
   i. The response was provided on May 24, 2024.
   ii. The response was provided on May 24, 2024.
   iii. The response was provided on May 24, 2024.
   iv. The response was provided on May 24, 2024.
   v. The response was provided on May 24, 2024

REQUEST NO. 12:

Per attachments Q1a 010-KN AV/PW Description-Cost Detail and Q1 010-KN AV/PW Programs Summary, as part of Liberty's response to Cal Advocates' Data Request #10-KN, Liberty has consistently had success with approximately 8 measures from the Water Use Efficiency Plan.

a. The WUE plan on pg. 12-7 (Park) highlights 20 different measures. Please provide detailed explanation for Liberty Park and AVR only being able to perform 8/20 measures consistently since 2018.

RESPONSE:

The response was provided on May 24, 2024.

REQUEST NO. 13:

Refer to attachment Q1 010-KN AV/PW Programs Summary, as part of Liberty's response to Cal Advocates' Data Request #10-KN, to respond to the following requests:

a. Since 2018, the Toilet replacement program cost per # of fixtures/rebate provided to customers has gone from $147.26 to $483.91. Please provide a detailed explanation for the increase. Please also provide the receipts outlining cost for material and labor per

customer for the toilets replacement.

b. Why did the conservation kit double in cost since 2021 to 2022.

c. Please also provide the receipts outlining cost for material and labor per customer for the WBIC Controller / Irrigation Nozzle work in 2020. Expense ($18,323 avg per fixture).

RESPONSE:

a. The response was provided on May 24, 2024.
b. The response was provided on May 24, 2024.
c. The response was provided on May 24, 2024.

REQUEST NO. 14:

Please provide the percentage at which AVR and Park's customers are currently signed up for paperless billing and/or email subscription.

RESPONSE:

The response was provided on May 24, 2024.

REQUEST NO. 15:

For Account 7719.903 Mailing Service in AVR and Park, please provide a detailed description for this account.

RESPONSE:

The response was provided on May 24, 2024.

REQUEST NO. 16:

Liberty Park and AVR closed CEMA since February 2022. Are there any COVID-19 related expenses that were recorded in any expense accounts after the CEMA closed? If so please provide the expenses and their associated accounts in Microsoft Excel format.

RESPONSE:

The response was provided on May 24, 2024.

REQUEST NO. 17:

Please refer to Liberty AVR's (line 151-157) and Park's (line 179-185) Workpapers AV25 Expenses.xlsx and PW25 Expenses.xlsx, tab Expense Detail, to respond to the following

questions:

a. Explain the increase in Account 7820 Uncollectible in 2020 and 2022 for Park and AVR.

b. In 2019 and 2021, there were negative expenses for "Provision for Uncollectible". Please provide in detail the negative expenses. Has Liberty Park and AVR forecasted for the negative expense in the test year?

c. For account "Uncollectible Exp-Bankruptcy", recorded 2022 data shows a $20,814 expense. Please provide an explanation for the expense.

d. Refer to AV25 and PW25 Uncol&Fran.xlsx. Both Park and AVR had an increase in % of uncollectible for 2020 and 2022. Please provide a detailed explanation for the increase.

e. Please provide detailed support to substantiate Liberty Park and AVR's responses for 15.a to 15.d above. This includes but is not limited to claims submitted, police reports, invoices, receipts, internal communications and memorandums, vendor receipt, quotes, and estimates, and any other relevant evidence that supports Liberty's Data Response. Please provide in Microsoft Excel format with links and formulas intact.

RESPONSE:

The responses were provided on May 24, 2024.

REQUEST NO. 18:

According to Liberty's Water Resources Plan (Arcadis Consulting) June 2016, part of workpaper Section 16 in the previous GRC. On page 16-16, Well 12C built in 2016 has a capacity of 2,500 gpm which equates to approximately 4035 AF/year. However, Park is only forecasting 530.45 AF/year for the test year and does not forecast purchased water for the Compton West System.

a. Based on the recorded supply mix data provided in response to DR 25-KN Purchased Water II "Q1-025-KN Attachment 1 Sample Spreadsheet", the Compton West System can be fully supplied by Well 19C alone. Liberty Park designed Well 12C to have 500 more gpm despite this fact. Please explain Park's reasoning for such a high capacity design in detail.

b. Historically Well 12C has never produced anywhere near its design capacity. Please explain in detail why the well has such low yields.

c. Per the February 2024 Water System Master Plan (pg. 9 and 40), Well 12C's well casing was installed in 2015. Then it had hydrogen sulfide issues. When were these issues

uncovered? Please explain in detail the timeline of Well 12C's design and construction including when any problems impacting yield were discovered and when production from the well actually started.

d. Please provide Well 12C's report for detailed explanation of packers' installation mentioned on pg. 9 of the 2024 Water System Master Plan.

RESPONSE:

The responses were provided on May 24, 2025.

REQUEST NO. 19:

Since 2019, 19C has been able to provide water for the Compton West System and provide water for Sativa.

a. Since 2015 to 2018, Well 19C produced up to 1,202AF/year. But from 2019 on, Well 19C had 2x the production. Please provide a detailed explanation for the increase in Well 19C production.

RESPONSE:

The response was provided on May 24, 2024.

REQUEST NO. 20:

Does Liberty reward/incentivize its staff by providing any physical rewards, not including direct monetary compensation such as bonuses, based on length of service or any other performance metric? If so please explain the program in detail and include a detailed description of the rewards and the metrics necessary to receive them. If the program exists, are its costs included in rates? If so please specify which account and where exactly in the RO model these costs are included.

RESPONSE:

The response was provided on May 24, 2024.

REQUEST NO. 21:

In its Workpapers, pages 8-2 and 8-4, Liberty (Park) categorizes its Utility Plant-in-Service and Accumulated Depreciation balances by CPUC account number. Provide existing asset data for Well 12C in a Microsoft Excel file.

The file should briefly describe the assets, such as land and improvements, at the well site, and

identify the CPUC account number (e.g. 31000), the total value in Utility Plant-in-Service, and Accumulated Depreciation per asset as of January 1, 2024. Please make sure to include the value of any asset, including upgrades and rehabilitations, related to the well such as new and replacement variable frequency drives, motors, disinfection equipment, electrical equipment, and well buildings. The following table shows an example of the organization for the requested data.

Asset at Site	CPUC Account Number	Utility Plant-in-Service ($)	Accumulated Depreciation ($)

RESPONSE:

Liberty supplements the attachment provided on May 24, 2024, reflecting the complete list of assets associated with Well 12C. Please note that the detailed depreciation on individual assets is not available. Depreciation is calculated on a group asset basis, rather than an individual asset assessment. Please see the revised attachment prefaced Q21.

This completes the response to Data Request No. 043-KN. If you have any questions, or require additional information, please contact me.

Sincerely,

LIBERTY UTILITIES (PARK WATER) CORP.

/s/ Tiffany Thong

TIFFANY THONG
Manager, Rates and Regulatory Affairs
(562) 923-0711
Tiffany.Thong@libertyutilities.com

Attachments

Attachment 7:

Liberty's Response to
Cal Advocates Data Request No. 044-KN
(Purchased Water III)

Liberty Utilities (Park Water) Corp.
9750 Washburn Road
Downey, CA 90241-7002
Tel: 562-923-0711

June 13, 2024

DATA REQUEST RESPONSE

LIBERTY UTILITIES (PARK WATER) CORP.
A.24-01-002
LIBERTY UTILITIES (APPLE VALLEY RANCHOS WATER) CORP.
A.24-01-003

Test Year 2025 General Rate Case

Data Request No.:	044-KN (Purchased Water III)
Requesting Party:	Public Advocates Office
Originator:	Suliman Ibrahim Suliman.Ibrahim@cpuc.ca.gov Peter Chau Peter.Chau@cpuc.ca.gov Katherine Nguyen Katherine.Nguyen@cpuc.ca.gov
Date Received:	June 6, 2024
Due Date:	June 13, 2024

REQUEST NO. 1:

Per data request No. 022-KN Response to Q5 Liberty provided the year-to-date pumped water in "Q5 022-KN PW 2024 YTD Pumped – Water 3-24.xlsx". Please provide the same formatted file with an update containing pumped water data for Park Water up to May 31st, 2024.

RESPONSE:

Please see attachment prefaced Q1.

REQUEST NO. 2:

Please provide the same formatted file with an update containing pumped water data for Park Water up to June 30th, 2024 by July 5th, 2024.

RESPONSE:

Liberty will provide the pumped water data for Park Water as of June 30, 2024, when it becomes available.

REQUEST NO. 3:

On February 11, 2024 at 12:37 pm Victor Escobar posted a public comment on the docket sheet for A.24-01-002. The comment states "We have request Liberty utilities to go fix the water leak on 11865 foster road many times and it's been 4 months of the water just spilling into the street and we don't hear back from them."

a. Is the referenced address part of Liberty's service area?

b. If Liberty does provide service to the address, please provide a list of all complaints at that address for the last 2 years.

c. For each complaint, please provide a detailed list, in excel format, of all actions Liberty toke to remedy the complaints. Include a copy of the work orders and any customer service or field notes relating to the complaint and its repair.

d. What is Liberty's average response time to customer leak complaints (the time between a leak being reported and the leak being repaired)?

e. For any delays in repair documented in the above response, where the time between the complaint and the repair exceeded Liberty's average leak repair time, please explain in detail the cause of the delay.

RESPONSE:

a. Yes. 11865 Foster Road is in Liberty's service area.
b. Please see the attachment with preface Q3b-c for the service orders and phone calls log. The initial leak was reported on January 9, 2024. A total of four service orders were created, and Liberty promptly addressed each one. Throughout the investigation, Liberty determined that the leak was on the customer's side on a fire service line, thus making the customer responsible for the necessary repairs. It is important to note that the water service cannot be completely turned off because of fire protection needs. The customer was informed and completed the necessary repairs.
c. Please see the response to Question 3b.
d. On average, Liberty responds to initial leak reports within an hour. If the leaks are on Liberty's side, repairs typically completed within 24 hours.
e. There was no delayed response time.

This completes the response to Data Request No. 044-KN. If you have any questions, or require additional information, please contact me.

Sincerely,

LIBERTY UTILITIES (PARK WATER) CORP.

/s/ Tiffany Thong

TIFFANY THONG
Manager, Rates and Regulatory Affairs
(562) 923-0711
Tiffany.Thong@libertyutilities.com

Attachments

Liberty Utilities (Park Water) Corp.
9750 Washburn Road
Downey, CA 90241-7002
Tel: 562-923-0711

July 2, 2024

DATA REQUEST RESPONSE

LIBERTY UTILITIES (PARK WATER) CORP.
A.24-01-002
LIBERTY UTILITIES (APPLE VALLEY RANCHOS WATER) CORP.
A.24-01-003

Test Year 2025 General Rate Case

Data Request No.: 044-KN (Purchased Water III)

Requesting Party: Public Advocates Office

Originator: Suliman Ibrahim Suliman.Ibrahim@cpuc.ca.gov
Peter Chau Peter.Chau@cpuc.ca.gov
Katherine Nguyen Katherine.Nguyen@cpuc.ca.gov

Date Received: June 6, 2024

Due Date: June 13, 2024

REQUEST NO. 1:

Per data request No. 022-KN Response to Q5 Liberty provided the year-to-date pumped water in "Q5 022-KN PW 2024 YTD Pumped – Water 3-24.xlsx". Please provide the same formatted file with an update containing pumped water data for Park Water up to May 31st, 2024.

RESPONSE:

The response was provided on June 13, 2024.

REQUEST NO. 2:

Please provide the same formatted file with an update containing pumped water data for Park Water up to June 30th, 2024 by July 5th, 2024.

RESPONSE:

Please see attachment prefaced Q2.

REQUEST NO. 3:

On February 11, 2024 at 12:37 pm Victor Escobar posted a public comment on the docket sheet for A.24-01-002. The comment states "We have request Liberty utilities to go fix the water leak on 11865 foster road many times and it's been 4 months of the water just spilling into the street and we don't hear back from them."

a. Is the referenced address part of Liberty's service area?

b. If Liberty does provide service to the address, please provide a list of all complaints at that address for the last 2 years.

c. For each complaint, please provide a detailed list, in excel format, of all actions Liberty toke to remedy the complaints. Include a copy of the work orders and any customer service or field notes relating to the complaint and its repair.

d. What is Liberty's average response time to customer leak complaints (the time between a leak being reported and the leak being repaired)?

e. For any delays in repair documented in the above response, where the time between the complaint and the repair exceeded Liberty's average leak repair time, please explain in detail the cause of the delay.

RESPONSE:

The response was provided on June 13, 2024.

This completes the response to Data Request No. 044-KN. If you have any questions, or require additional information, please contact me.

Sincerely,

LIBERTY UTILITIES (PARK WATER) CORP.

/s/ Tiffany Thong

TIFFANY THONG
Manager, Rates and Regulatory Affairs
(562) 923-0711
Tiffany.Thong@libertyutilities.com

Attachments

Attachment 8:

Liberty's Response to
Cal Advocates Data Request No. 046-KN
(Uninsured Property Damage)

Liberty Utilities (Park Water) Corp.
9750 Washburn Road
Downey, CA 90241-7002
Tel: 562-923-0711

July 11, 2024

DATA REQUEST RESPONSE

LIBERTY UTILITIES (PARK WATER) CORP.
A.24-01-002
LIBERTY UTILITIES (APPLE VALLEY RANCHOS WATER) CORP.
A.24-01-003

Test Year 2025 General Rate Case

Data Request No.: 046-KN (Uninsured Property Damage)

Requesting Party: Public Advocates Office

Originator: Suliman Ibrahim Suliman.Ibrahim@cpuc.ca.gov
Peter Chau Peter.Chau@cpuc.ca.gov
Katherine Nguyen Katherine.Nguyen@cpuc.ca.gov

Date Received: July 1, 2024

Due Date: July 9, 2024

Extension: July 11, 2024

REQUEST NO. 1:

Reference "Q8a 043-KN Uninsured Property Damage 2021-2022 AV.xlsx":

a. Column P of the referenced excel file provides a remark for each amount. Please provide a detailed explanation for each category, this should include but not limited to the cause of incident, why the repair was necessary within the remark column in the form below.

Remarks	Detailed Explanation
Asphalt	
Contents	
Customer damage	
Electricity reimbursement	
Emergency services	
Flood	
Flood food	
…	

b. For the following remark, please provide the full incident report (this should include but not limited to parties involved, full description of the event, cause of the event, location, time and date of the event), and receipts.
   i. Remark: Kiowa Road, $43,888.00, GL date 10/6/2022
   ii. Remark: Repairs Kasota Rd, $52,766.99, GL date 7/21/2022
   iii. Remark: LS Kiowa & Topsanna, $14,950.00, GL date 9/21/2022
   iv. Remark: Customer damage, hotel stay, flood lodging for Franklin M, Heldman on GL date 7/26/2022, 8/1/2022, 11/3/2022, ($13,980.00, $13,980.00, $13,488.00).
   v. Remark: Water mitigation, $35,703.96 on GL date 7/8/2022.
   vi. Remark: Total loss property damage for Dixie Lee Dyer on GL date 10/10/2022 ($15,384.32).
   vii. Remark: Food reimbursement flood for Alawad, Zaher from GL date 6/3/2022 to 7/20/2022 ($1,200.00x7 and $460.00).
   viii. Remark: Uninsured prop damage accrual, $6000, GL date 4/30/2022.
   ix. Remark: Flodd food, reimbursement contents for Pena, Fernado from GL date 6/7/2022 to 8/25/2022.
   x. Remark: Pool Cleaning for Lent Michaels S, GL date 3/15/2021

RESPONSE:

a. As indicated in the response to Question 8 of Data Request #43-KN, Liberty carries a self-insured liability insurance program, where Liberty is responsible for the first $250,000 per incident. The cost categories of asphalt, contents, customer damage, electricity reimbursement, emergency services, flood, and flood food were Liberty's out-of-pocket costs associated with the incidents described below.
   - Asphalt – This consists of costs associated with repairing of customer's driveway due to water damage from the Kiowa incident, occurred on August 13, 2022.
   - Contents – This includes the costs of handling, cleaning, and restoration of personal belongings and household items as well as storage from the incident of Kasota and Tuscola Roads, occurred on May 31, 2022.
   - Customer damage – This category primarily consists of the hotel costs associated with the Kiowa incident, occurred on August 13, 2022.
   - Electricity reimbursement – Reimbursed residents for the use of electricity to dry the apartment units for the Kiowa Road incident, occurred on August 13, 2022.
   - Emergency services – This consists of the restoration costs for the incident on Kasota

and Tuscola Roads, occurred on May 31, 2022.

- Flood/flood food – Both of these categories consist of meal reimbursements to residents who were displaced due to their homes were rendered unlivable. Meal reimbursements were based on a per diem basis, $30 per day per person. The meal reimbursements were associated with the Kasota and Tuscola Roads and Kiowa Road incidents.

Kasota Road and Tuscola Road

On May 31, 2022, at approximately 3am, a water main leak occurred at Kasota and Tuscola Roads. The leak was caused by a 2" PVC water main. The area is directly adjacent to a paved alley used as access to a Starbucks, garages for apartments at 15860 Kasota Road and 15877 Tuscola Road as well as being in the direct path of travel for the trash trucks picking up dumpsters. The leak caused water damage to three apartment units at Kasota Road and two apartment units at Tuscola Road. Residents within the impacted units were displaced in hotels while the repairs were completed.

Kiowa Road

On August 13, 2022, at approximately 9am, a large water main leak occurred on Kiowa Road near Teton Road. The leak was caused by a large split on a 12" PVC water main. The flow of water flooded an apartment complex, damaging two units, rendering unlivable. Water also entered one home and several yards on Kiowa and Topsana Roads, causing damage to landscape and driveway. The residents of the apartments at 13164 Kiowa were immediately placed in hotels while Purofirst began drying, cleaning, and renovating the units. The tenants were displaced for an extended period of time while repairs were completed.

Mandam Lane

On March 3, 2021, at approximately 8 am, a main leak occurred at 14585 Mandan Lane on the water main service line to the meter. As a result, a small amount of mud flowed into the swimming pool of a nearby residence. A pool vendor was hired to clean the resident's pool. The total cost for the cleaning service was $75.

b. Please see the attached Excel file "Q1 Uninsured Prop Damage 2021-2022 AV" and support documentation with preface Q1 for the selected items.

This completes the response to Data Request No. 046-KN. If you have any questions, or require additional information, please contact me.

Sincerely,

LIBERTY UTILITIES (PARK WATER) CORP.

/s/ Tiffany Thong

TIFFANY THONG
Manager, Rates and Regulatory Affairs
(562) 923-0711
Tiffany.Thong@libertyutilities.com

Attachments

Nguyen, Katherine

From: Chau, Peter
Sent: Monday, July 15, 2024 3:53 PM
To: Ibrahim, Suliman; Nguyen, Katherine
Subject: FW: [EXTERNAL] RE: A24-01-002 (Park) & A24-01-003 (Apple Valley Ranchos) Data Request #046-KN

How's this:

Hi Tiffany,
Thank you for the follow up. For clarification, Cal Advocates is investigating the causes of these pipe failures. According to your e-mail, Liberty does not know or will not share the full description of the event, including the cause of the event. Is that correct?
Thank you,
Peter

From: Tiffany Thong <Tiffany.Thong@libertyutilities.com>
Sent: Monday, July 15, 2024 3:33 PM
To: Chau, Peter <Peter.Chau@cpuc.ca.gov>; Victor Fu <vfu@prosperalaw.com>
Cc: Manasa Rao <Manasa.Rao@libertyutilities.com>; Ibrahim, Suliman <Suliman.Ibrahim@cpuc.ca.gov>; Nguyen, Katherine <Katherine.Nguyen@cpuc.ca.gov>
Subject: RE: [EXTERNAL] RE: A24-01-002 (Park) & A24-01-003 (Apple Valley Ranchos) Data Request #046-KN

Hi Peter.
A formal written incident report is not available. In Liberty's response dated July 11, 2024, Liberty provided a description of each incident, including the date, time and location. Additional, Liberty included invoices and supporting documentation for the requested line items as recorded in the general ledger. Thanks.

From: Chau, Peter <Peter.Chau@cpuc.ca.gov>
Sent: Friday, July 12, 2024 4:31 PM
To: Tiffany Thong <Tiffany.Thong@libertyutilities.com>; Victor Fu <vfu@prosperalaw.com>
Cc: Manasa Rao <Manasa.Rao@libertyutilities.com>; Ibrahim, Suliman <Suliman.Ibrahim@cpuc.ca.gov>; Nguyen, Katherine <Katherine.Nguyen@cpuc.ca.gov>
Subject: RE: [EXTERNAL] RE: A24-01-002 (Park) & A24-01-003 (Apple Valley Ranchos) Data Request #046-KN

Good afternoon, Tiffany:

Cal Advocates has analyzed Liberty's response to Data Request 046-KN that was provided to Cal Advocates on July 11, 2024. Liberty's answer is insufficient. Question 1b asks for a "full incident report (this should include but not limited to parties involved, full description of the event, cause of the event, location, time and date of the event)."

In Liberty's response, Liberty listed 3 incidents of water main leaks on page 3. For example, one of the three incidents occurred on Kiowa Road, where there was a split in the 12" main but does not

include a full incident report, including a full description of the event and cause of the event (amongst the other details Cal Advocates requested).

Can Cal Advocates receive a complete and full response to its Data Request next Monday, July 15? We are at a critical point in finalizing testimony, so time is of the essence.

Thank you,
Peter

From: Tiffany Thong <Tiffany.Thong@libertyutilities.com>
Sent: Wednesday, July 3, 2024 3:23 PM
To: Chau, Peter <Peter.Chau@cpuc.ca.gov>; Victor Fu <vfu@prosperalaw.com>
Cc: Manasa Rao <Manasa.Rao@libertyutilities.com>; Ibrahim, Suliman <Suliman.Ibrahim@cpuc.ca.gov>; Nguyen, Katherine <Katherine.Nguyen@cpuc.ca.gov>
Subject: [EXTERNAL] RE: A24-01-002 (Park) & A24-01-003 (Apple Valley Ranchos) Data Request #046-KN

Hi Peter,
Liberty requests for an extension until July 11 as the Staff assigned to work on this data request is out of office. Thank you in advance for your consideration.

From: Chau, Peter <Peter.Chau@cpuc.ca.gov>
Sent: Monday, July 1, 2024 4:09 PM
To: Victor Fu <vfu@prosperalaw.com>
Cc: Manasa Rao <Manasa.Rao@libertyutilities.com>; Tiffany Thong <Tiffany.Thong@libertyutilities.com>; Ibrahim, Suliman <Suliman.Ibrahim@cpuc.ca.gov>; Nguyen, Katherine <Katherine.Nguyen@cpuc.ca.gov>
Subject: A24-01-002 (Park) & A24-01-003 (Apple Valley Ranchos) Data Request #046-KN

Good afternoon, Victor:

Please see attached for Cal Advocates' Data Request # 046, PubAdv-Liberty-046-KN. Please note that Liberty's responses are due on July 9, 2024 (accounting for the July 4 holiday this Thursday).

Thank you,
Peter

Peter N. Chau (he/him)
Staff Counsel, Legal Division
CALIFORNIA PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue, San Francisco CA 94102-3298
Tel: 415-703-1682

sender immediately by email if you have received this message in error and delete this message immediately from your system.

Attachment 9:

Liberty's Response to Cal Advocates Data Request No. 048-KN (Uncollectible)

Liberty Utilities (Park Water) Corp.
9750 Washburn Road
Downey, CA 90241-7002
Tel: 562-923-0711

July 15, 2024

DATA REQUEST RESPONSE

LIBERTY UTILITIES (PARK WATER) CORP.
A.24-01-002
LIBERTY UTILITIES (APPLE VALLEY RANCHOS WATER) CORP.
A.24-01-003

Test Year 2025 General Rate Case

Data Request No.:	048-KN (Uncollectible)
Requesting Party:	Public Advocates Office
Originator:	Suliman Ibrahim Suliman.Ibrahim@cpuc.ca.gov Peter Chau Peter.Chau@cpuc.ca.gov Katherine Nguyen Katherine.Nguyen@cpuc.ca.gov
Date Received:	July 8, 2024
Due Date:	July 15, 2024

REQUEST NO. 1:

Reference the 100-day update workpaper "PW25 Expense", Tab "Expense Detail", Cells M185 ($2,006,805) and K185 ($409,754). Please provide a detailed explanation for the increase between 2022 and 2023 uncollectible expense. Please also provide detailed support to substantiate Liberty Park's detailed explanation. This includes but is not limited to invoices, receipts, internal communications and memorandums, quotes, and estimate and any other relevant evidence that supports Liberty's Data Response. Please provide in Microsoft Excel format with links and formulas intact.

RESPONSE:

The 2023 uncollectible expense has been revised to $742,278. The increase in uncollectibles from 2022 to 2023 was primarily due to the provision for uncollectible accounts, which resulted from the increased accounts receivable balance.

Please see the attachment with preface Q1 for the 2023 general ledger transactions detail.

This completes the response to Data Request No. 048-KN. If you have any questions, or require additional information, please contact me.

Sincerely,

LIBERTY UTILITIES (PARK WATER) CORP.

/s/ Tiffany Thong

TIFFANY THONG
Manager, Rates and Regulatory Affairs
(562) 923-0711
Tiffany.Thong@libertyutilities.com

Attachment

APPENDIX C

SUPPORTING DATA

APPENDIX C

LIST OF ATTACHMENTS

Attachment #	Description
1	Excerpt of RO Model Using Liberty's 100-day Update Data
2	Excerpt from Master Plan, Table 3.2 – Groundwater Wells Data
3	Park Pumped/Purchased Water Breakdown per System
4	CONFIDENTIAL Water Right Lease Agreement Advice Letters
5	Liberty Park Water Quality Report on PFAS
6	Liberty Park Pumped Water Status as of June 30th, 2024
7	Liberty Park Meter Replacement Schedule
8	Liberty Park Downey Head Quarter Allocations
9	CONFIDENTIAL Liberty Park Downey Head Office Layout
10	Job Descriptions
11	Liberty's Expenses for Covid-19 Duplicate Error
12	Conservation Measures
13	Liberty Park and AVR Incentive Outline
14	CONFIDENTIAL Liberty Park and AVR Compensation Information
15	Excerpt from D.04-06-018 Interim Order Adopting Rate Case Plan
16	Excerpt from D.07-05-062 Interim Order Adopting Rate Case Plan
17	Liberty Park and AVR GO-103A Performance
18	Fact Sheet Regarding SB998
19	Excerpt from 2019 Park Annual Report
20	Excerpt from 2019 AVR Annual Report
21	Escalation Memorandum June 2024
22	EPA PFAS Regulation Fact Sheet
23	Excerpt from DR 09-KN3, Q12c PW COC Cost GL

Attachment 1:

Excerpt of RO Model Using Liberty's 100-day Update Data

N136 | 15411.722418

Liberty Apple Valley - Domestic

Operating Expense Detail - Recorded and Projected

			Labor		1	1.08	1.041	1.032	1.024	1.025	1.022		
			Composite		1	1.017	1.011	1.01	1.022	1.022	1.023		
			CPI-U		1	1.041	1.033	1.022	1.024	1.023	1.023		
			Customer Growth						1.006	1.006	1.006		
								PROJECTED					
SOE Description	Object Account	Subsidiary	Account Description	CPUC	2022	2023	2024	2025	2026	2027	2028	Ref.	
OPERATIONS-OTHER	6152		Gas or Diesel Fuel	726	11,468	5,393	5,453	5,309	5,458	5,612	5,776		
	6152 Total				11,468	5,393	5,453	5,309	5,458	5,612	5,776		
	6500	624	Temp Labor-Pump Labor/Exp	724	9,943	18,197	18,397	18,271	18,785	19,313	19,876		
	6500 Total				9,943	18,197	18,397	18,271	18,785	19,313	19,876		
	7715	626	Groundskeeping-Pump Misc	725	10,330	8,843	8,941	7,786	8,005	8,230	8,470		
	7715 Total				10,330	8,843	8,941	7,786	8,005	8,230	8,470		
	7717	601	Oth-S/S Oper Labor/Exp	702		0	0	0	0	0	0		
		626	Oth-Pump Op Misc Exp	725	4,405	4,660	4,711	3,841	3,949	4,060	4,178		
		642	Oth-Wtr Tr Op Labor/Exp	742	40,323	63,495	79,439	93,644	93,644	93,644	93,644	4-40 -4-55	
		661	Oth-T&D Op Storage Fac	752	34,134	27,923	28,231	25,934	26,664	27,414	28,213		
		662	Oth-T&D Op Lines Exp	753		10	10	0	0	0	0		
		664	Oth-T&D Op Cust Inst Exp	755	1,055	366	370	324	333	342	352		
	7717 Total				79,917	96,455	112,761	123,743	124,590	125,460	126,387		
	7718	601	Commun Serv-S/S Op Oth	702	32,062	33,286	33,652	112,138	115,293	118,536	121,990		
	7718 Total				32,062	33,286	33,652	112,138	115,293	118,536	121,990		
	7762	626	Suppl/Parts-Pump Misc.	725	4,561	4,100	4,145	5,201	5,347	5,497	5,657		
		642	Suppl/Parts-Wtr Tr Op Lb/Ex	742	11,707	11,879	12,009	8,772	9,019	9,273	9,543		
		661	Suppl/Parts-T&D Storage Fac	752		35	35	35	36	37	38		
		662	Suppl/Parts-T&D Lines Exp	753	3,255	3,912	3,955	3,539	3,639	3,741	3,850		
		663	Suppl/Parts-T&D Meter Exp	754		10	10	10	10	10	10		
	7762 Total				19,522	19,935	20,154	17,557	18,051	18,558	19,098		
	7770	624	Permits-Pumping	724	16,214	14,104	14,259	12,517	12,869	13,231	13,617		
	7770 Total				16,214	14,104	14,259	12,517	12,869	13,231	13,617		
	7780		Uniforms	753	29,324	44,423	44,912	45,837	47,126	48,452	49,864		
	7780 Total				29,324	44,423	44,912	45,837	47,126	48,452	49,864		
OPERATIONS-OTHER Total					208,782	240,636	258,529	343,158	350,177	357,392	365,078		
PURCHASED POWER	6150	1	Electric Commodity	726	1,495,795	1,359,742	1,374,699	1,487,268	1,507,204	1,514,346	1,521,488	4-10	
		2	Electric-Serv Chgs & Tax	726									
	6150 Total				1,495,795	1,359,742	1,374,699	1,487,268	1,507,204	1,514,346	1,521,488		
	6151		Natural Gas	726	1,723	2,308	2,333	13,396	13,773	14,160	14,573		

ExpenseDetail | Depr-Dom | Taxes Oth | Benefits | 5-Yr Avg | Pension | Gen'lPlant IRR | Customer Growth | 2023 AV CAM Gn Plnt

U66

	A	B	C	D	E	G	H	I	J	K	M	N	O	P	Q	R
1	Liberty Park Water - Central Basin															
2	Operating Expense Detail - Recorded and Projected															
3				Labor		1.128	1.079	1.06	1.047	1	1.08	1.041	1.032	1.024	1.025	1.025
4				Composite		1.29	1.224	1.196	1.085	1	1.017	1.011	1.01	1.022	1.022	1.023
5				CPI-U		1.221	1.151	1.134	1.062	1	1.041	1.033	1.022	1.024	1.023	1.023
6				Customer Growth										1.002	1.002	1.002
7								RECORDED					PROJECTED			
8	SME Description	Object A	S	Account Description	CP	2018	2019	2020	2021	2022	2023-Unaudited	2024	2025	2026	2027	2028
61			662	PR-Standby DT T & D Lines Exp	753	116	0						0	0	0	0
62			663	PR-Standby DT T & D Meter Exp	754	2,742	552	0					0	0	0	0
63			664	PR-Standby DT T & D Cust Inst	755	13,908	4,562	3,301	3,441	2,388			0	0	0	0
64		6352 Total				35,813	27,890	30,184	29,984	31,166	0	0	0	0	0	0
65	PAYROLL-OPERATIONS Total					1,048,495	1,159,118	1,145,478	1,077,348	1,079,660	1,757,931	1,063,336	1,105,874	1,150,117	1,181,228	1,213,180
66	OPERATIONS-OTHER	6500	624	Temp Labor-Pump Labor/Exp	724				3,528	4,682	0	1,721	1,738	1,780	1,823	1,869
67			665	Temp Labor-T&D Misc Expense	756	21,379	0				0	0	0	0	0	0
68		6500 Total				21,379	0	0	3,528	4,682	0	1,721	1,738	1,780	1,823	1,869
69		7715	603	Groundskeeping-S/S Miscell	703			7,660	7,305	10,943	8,810	7,479	7,554	7,736	7,922	8,120
70			626	Groundskeeping-Pump Misc	725		9,800	1,200	6,090	0	0	4,052	4,092	4,190	4,291	4,398
71		7715 Total				0	9,800	8,860	13,395	10,943	8,810	11,531	11,646	11,926	12,213	12,518
72		7717	601	Oth-S/S Oper Labor/Exp	702			13,920	0		2,158	3,810	3,848	3,941	4,036	4,137
73			603	Oth-S/S Op Miscellaneous	703	263	0	40,509	11,575	2,642	5,067	13,912	14,051	14,389	14,735	15,104
74			624	Oth-Pump Op Labor/Exp	724		186	5,311	0		0	1,330	1,344	1,376	1,409	1,444
75			626	Oth-Pump Op Misc Exp	725	22,273	27,345	68,271	16,643	42,996	30,823	41,962	42,381	43,400	44,444	45,557
76			642	Oth-Wtr Tr Op Labor/Exp	742	92,791	207,039	113,088	86,514	92,943	0	117,220	156,102	156,102	156,102	156,102
77			643	Oth-Wtr Tr Op Misc Exp	743			2,100	0		0	508	513	525	538	551
78			663	Oth-T&D Op Meter Exp	754	372,061	186,607	157	0		68,815	60,373	60,977	62,443	63,944	65,546
79			664	Oth-T&D Op Cust Inst Exp	755			28	0		1,699	356	360	369	378	387
80			665	Oth-T&D Op Misc Exp	756	22,271	9,674	10,054	8,610	12,992	22,173	13,901	14,040	14,378	14,724	15,093
81		7717 Total				509,657	430,852	253,438	123,342	151,574	130,734	253,372	293,616	296,923	300,310	303,921
82		7718	601	Commun Serv-S/S Op Oth	702	55,697	48,824	70,196	57,488	67,924	0	55,405	55,959	57,304	58,682	60,152
83		7718 Total				55,697	48,824	70,196	57,488	67,924	0	55,405	55,959	57,304	58,682	60,152
84		7762	601	Suppl/Parts-S/S Op Lab/Exp	702	2,756	1,278	2,099	0			824	832	852	872	894
85			603	Suppl/Parts-S/S Misc	703	105	477	2,695	72	4,145	1,271	1,885	1,904	1,950	1,997	2,047
86			626	Suppl/Parts-Pump Misc.	725			1,262	906	630		631	638	653	669	686
87			642	Suppl/Parts-Wtr Tr Op Lb/Ex	742	24,365	21,663	26,858	28,731	23,212		22,853	23,082	23,637	24,205	24,811
88			643	Suppl/Parts-Wtr Tr Misc Exp	743	3,518	4,484	3,691	5,117	6,111	28,094	10,137	10,239	10,485	10,737	11,006
89			660	Suppl/Parts-T&D Oper S/E	751		1,261	101	0		51,972	11,024	11,134	11,402	11,676	11,968
90			665	Suppl/Parts-T&D Misc Exp	756	0	27	90	906	0		227	229	235	241	247
91		7762 Total				30,744	29,191	36,796	35,733	34,097	81,336	47,582	48,058	49,214	50,397	51,659
92		7770	624	Permits-Pumping	724	8,119	6,089	15,751	(2,789)	12,575		7,247	7,319	7,495	7,675	7,867
93			665	Permits-T & D Misc	756	6,344	6,378	13,518	17,843	3,844	34,752	16,686	16,853	17,258	17,673	18,116
94		7770 Total				14,463	12,467	29,269	15,054	16,419	34,752	23,933	24,172	24,753	25,348	25,983
95		7780		Uniforms	753	64,184	76,300	66,486	80,181	54,601	105,658	85,151	86,003	88,071	90,189	92,448

ExpenseDetail | Depr | Taxes Oth | Benefits | Pension | Gen'l Plt-Oth | Customer Growth | 5-Yr Avg | COVID Pivot | COVID GL

Ready Calculate Accessibility: Investigate Display Settings 85%

O574 =065+097+0102+0106+0110+0113+0118+0121+0145+0178+0185+0247+0322+0385+0426+0447+0462+0467+0470+0481+0526+0536+0540+0543+0550+0556+0573

	A	B	C	D	E	G	H	I	J	K	M	N	O	P	Q	R
1	**Liberty Park Water - Central Basin**															
2	**Operating Expense Detail - Recorded and Projected**															
3				Labor		1.128	1.079	1.06	1.047	1	1.045	1.04	1.04	1.04	1.04	1.04
4				Composite		1.29	1.224	1.196	1.085	1	1.045	1.04	1.04	1.04	1.04	1.04
5				CPI-U		1.221	1.151	1.134	1.062	1	1.045	1.04	1.04	1.04	1.04	1.04
6				Customer Growth										1.002	1.002	1.002
7								**RECORDED**					**PROJECTED**			
8	**SME Description**	**Object Acc**	**Sub**	**Account Description**	**CPUC**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**
574	**GRAND TOTAL**					**22,640,321**	**22,006,528**	**29,296,882**	**25,872,608**	**26,931,758**	**29,345,237**	**32,832,496**	**33,606,353**	**36,000,162**	**37,621,957**	**38,756,082**
575																
576						22640320.62	22006528.42	29296881.69	25872607.97	26931758						
577																
578						-	-	-	-	-						
579																
580																
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PW Original Application 1/3/2024

ExpenseDetail | Depr | Taxes Oth | Benefits | Pension | Gen'l Plt-Oth | Customer Growth | 5-Yr Avg | COVID Pivot | COVID GL

Ready Calculate Accessibility: Investigate Average: 34,803,258 Count: 2 Sum: 69,606,516 Display Settings 90%

O574 =065+097+0102+0106+0110+0113+0118+0121+0145+0178+0185+0247+0322+0385+0426+0447+0462+0467+0470+0481+0526+0536+0540+0543+0550+0556+0573

	A	B	C	D	E	G	H	I	J	K	M	N	O	P	Q	R
1	Liberty Park Water - Central Basin															
2	Operating Expense Detail - Recorded and Projected															
3				Labor			1.193	1.144	1.131	1.08	1	1.04	1.04	1.04	1.04	1.04
4				Composite			1.268	1.217	1.104	1.017	1	1.04	1.04	1.04	1.04	1.04
5				CPI-U			1.225	1.174	1.099	1.035	1	1.04	1.04	1.04	1.04	1.04
6				Customer Growth										1.002	1.002	1.002
7						RECORDED					PROJECTED					
8	SME Description	Object A	S	Account Description	CPI	2018	2019	2020	2021	2022	2023-Unaudited	2024	2025	2026	2027	2028
574	GRAND TOTAL					22,640,321	22,006,528	29,296,882	25,872,608	26,931,758	31,501,046	31,737,453	33,552,763	35,584,759	37,191,054	38,309,003
575																
576						22640320.62	22006528.42	29296881.69	25872607.97	26931758.17						
577																
578						-	-	-	-	-						

PW 100-Day Update 4/11/2024

ExpenseDetail | Depr | Taxes Oth | Benefits | Pension | Gen'l Plt-Oth | Customer Growth | 5-Yr Avg | COVID Pivot | COVID GL

Ready Calculate Accessibility: Investigate Average: 34,568,761 Count: 2 Sum: 69,137,522 Display Settings 100%

O516 =056+082+088+091+096+099+0123+0150+0157+0196+0258+0316+0361+0383+0399+0404+0407+0418+0466+0476+0480+0483+0490+0498+0515

	A	B	C	D	E	H	I	J	K	L	M	N	O	P	Q	R	S	T
1	**Liberty Apple Valley - Domestic**																	
2	**Operating Expense Detail - Recorded and Projected**																	
3				Labor		1.079	1.06	1.047	1		1.045	1.04	1.04	1.04	1.04	1.04		
4				Composite		1.224	1.196	1.085	1		1.045	1.04	1.04	1.04	1.04	1.04		
5				CPI-U		1.151	1.134	1.062	1		1.045	1.04	1.04	1.04	1.04	1.04		
6				Customer Growth										1.006	1.006	1.006		
7							**RECORDED**						**PROJECTED**					
8	SOE Description	Object Account	Subsidiary	Account Description	CPUC	**2019**	**2020**	**2021**	**2022**		**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	Ref.	
516	GRAND TOTAL					14,629,294	17,704,243	16,570,233	16,642,797		19,014,890	20,756,239	21,362,397	22,474,009	23,718,022	25,054,365		

AVR Original Application 1/3/2024

ExpenseDetail | Depr-Dom | Taxes Oth | Benefits | 5-Yr Avg | Pension | Gen'lPlant IRR | Customer Growth | 2023 AV CAM Gn Plnt

Ready Accessibility: Investigate Average: 21,918,203 Count: 2 Sum: 43,836,406 Display Settings 100%

O516 =056+082+088+091+096+099+0123+0150+0157+0196+0258+0316+0361+0383+0399+0404+0407+0418+0466+0476+0480+0483+0490+0498+0515

Liberty Apple Valley - Domestic

Operating Expense Detail - Recorded and Projected

			Labor			1.193	1.144	1.131	1.08	1	1.04	1.04	1.04	1.04	1.04
			Composite			1.268	1.217	1.104	1.017	1	1.04	1.04	1.04	1.04	1.04
			CPI-U			1.225	1.174	1.099	1.035	1	1.04	1.04	1.04	1.04	1.04
			Customer Growth										1.006	1.006	1.006
						RECORDED						PROJECTED			
SOE Description	Object Account	Subsidiary	Account Description	CPUC	2018	2019	2020	2021	2022	2023-Unaudited	2024	2025	2026	2027	2028
GRAND TOTAL					20,639	14,629,294	17,704,243	16,570,233	16,642,797	13,892,657	19,583,148	20,382,930	21,475,366	22,674,952	23,964,813

AVR 100-Day Update 4/11/2024

ExpenseDetail | Depr-Dom | Taxes Oth | Benefits | 5-Yr Avg | Pension | Gen'lPlant IRR | Customer Growth | 2023 AV CAM Gn Plnt

Ready | Accessibility: Investigate | Average: 20,929,148 | Count: 2 | Sum: 41,858,296 | Display Settings | 100%

Attachment 2:

Excerpt from Master Plan, Table 3.2 - Groundwater Wells Data

Table 3.2 Groundwater Wells Data

Well Name	Year of Well Casing Installed	Casing Depth (ft)	Screen Intervals (Feet below Ground Surface)	Nominal Capacity (gpm)	Available Capacity (gpm)	Ground Elevation (ft)	Static GW Depth (ft)	Pumping GW Depth (ft)	Status
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Bellflower/Norwalk System									
Well 6E	1949	270	122/146	597	517	80	90	105	Standby
Well 28B	1950	644	568/612	1,223	1,063	90	105.3	115.6	Offline
Well 28D	2018	1,000	601/689; 721/839; 859/979	2,000	2,000	76	112	147	Not Yet Permitted
Well 40B	1950	1,052	565/596; 608/899; 909/932	619	619	85	101	106	Standby
Well 40D	1950	606	546/572	750	590	85	99.4	115.5	**Active**
Well 41A	1948	527	269/279; 462/475; 482/500	950	820	98	105.6	133.7	Offline
Well 46C	1950	728	626 /631; 643/688	1,200	708	85	103.5	111.3	Offline
Compton East System									
Well 4B	1952	423	363/389	720	795	75	100.9	131.5	**Active**
Well 9D	1999	600	450/500; 560/580	1,200	1,200	59	92.3	108.8	**Active**
Compton West System									
Well 12C	2015	650	0/435; 435/650	2,500	675	90	125	131	**Active**
Well 19C	2010	850	600/640; 660/700; 735/760	2,000	1,593	90	137	195.2	**Active**

Data sources:

- Columns (2), (3), (4), and (7): Well data sheets provided by Liberty.
- Column (5): Engineering Report - Lynwood/Rancho Dominguez System, May 4, 2022.
- Column (6), (8), and (9): Recent SCE pump tests (except for Wells 12C, 28D, 6E, and 40B for which wells data sheets were used).

Note on well size: All wells are 16" in diameter.

Note on Well 12C capacity: The much lower available capacity of W12C (675 gpm) than nominal capacity (2,500 gpm) is due to packers installed to address stinky water (hydrogen sulfide).

Table 7.1 Water Supply Capacity Analysis – Existing Demand Conditions
(Assuming the largest supply source of imported water from MWD is unavailable)

System	Well Name	Existing Available Capacity (gpm)	Well Status	Existing MDD (gpm)	Surplus (+) or Deficit (-) (gpm)
Bellflower/ Norwalk	Well 6E	517	Standby		
	Well 28B	1,063	Offline		
	Well 28D	2,000	Not Yet Permitted		
	Well 40B	619	Standby		
	Well 40D	590	**Active**		
	Well 41A	820	Offline		
	Well 46C	708	Offline		
	Total Active Available Capacity	**590**		**6,530**	**-5,940**
Compton East	Well 4B	-	To Be Replaced		
	Well 9D	1,200	**Active**		
	Total Active Available Capacity	**1,200**		**1,736**	**-536**
Compton West	Well 12C	675	**Active**		
	Well 19C	1,593	**Active**		
	Total Active Available Capacity	**2,268**		**2,708**	**-440**

Notes on existing MDD (see Table 4.5):
- Bellflower/Norwalk: MDD: 9.4 MGD or 6,530 gpm
- Compton East: MDD: 2.5 MGD or 1,736 gpm
- Compton West: MDD: 3.9 MGD or 2,708 gpm

Table 7.5 Remaining Service Life – Well Casings (Years)

Description	Year Installed	Current Age (2023)[1]	CPUC Data				Probable Life[5]	Remaining Life[7]
			Initial Service Life Estimate[2]	CPUC Survivor Curve[2,3]	Age (Percent of Average Life)[4]	Probable Life (Percent of Average Life)[6]		
Compton East (Lynwood)								
Well 4B	1952	71	40	S_1 (40)	178%	184%	73	2
Well 9D	1999	24	40	S_1 (40)	60%	112%	45	21
Compton West (Compton)								
Well 12C	2015	8	40	S_1 (40)	20%	101%	40	32
Well 19C	2010	13	40	S_1 (40)	33%	103%	41	28
Bellflower/Norwalk								
Well 28B	1950	73	40	S_1 (40)	183%	187%	75	2
Well 28D	2018	5	40	S_1 (40)	13%	100%	40	35
Well 40D	1950	73	40	S_1 (40)	183%	187%	75	2
Well 41A	1948	75	40	S_1 (40)	188%	189%	76	1
Well 46C	1950	73	40	S_1 (40)	183%	187%	75	2
Well 6E	1949	74	40	S_1 (40)	185%	189%	76	2
Well 40B	1950	73	40	S_1 (40)	183%	187%	75	2

Notes

[1] Current age of facility as of the year 2023

[2] California Public Utilities Commission's "Standard Practice for Determination of Straight-Line Remaining Life Depreciation Accruals", January 1961

[3] Stetson Engineers Inc.

[4] Current Age divided by Initial Service Life Estimate

[5] Iowa State College Engineering Experiment Station Bulletin 125, Table 21 (Percent Surviving and Probable Lives for the 18 Type Curves)

[6] Initial Service Life Estimates multiplied by the Probable Life (%)

[7] Probable Life less Current Age

7.4.2 Remaining Service Life – Well Pumps and Booster Pumps

A major cause of deterioration in pump performance is damage resulting from cavitation, pumping of air or sand, encrustation, corrosion, rust, normal wear or any combination of these conditions. Cavitation occurs when gas bubbles in the water collapse under high pressure, which can cause severe vibration of pump components. Air intrusion reduces pump capacity and efficiency due to the volume the air occupies. Sand pumping wears down the impeller, bearings, and pump bowl, making them less efficient. Encrustation can plug the impellers, bowls, and even the pump head. Corrosion of the impellers, bowls, or column pipe may increase the wear and failure of pump components. Rust on pump components can increase friction losses and decrease operating efficiency.

Refurbishment and replacement are considered maintenance options to increase the service life and efficiency of well or booster pumps (the efficiencies of Liberty's well and booster pumps are discussed in Section 7.5). Replacement consists of replacing the existing pump and/or motor.

Refurbishment activities include motor repairs, rebuilding of the motor, head shaft installation, trimming the pump impellers, and re-setting of bowl depth (to prevent pumping of air or sand).

Table 7.6 provides the original installation year for Liberty's well pumps. As discussed previously, the service life for well pumps is estimated to be 25 years. The remaining service life projections for well pumps were estimated using the S_1 (25) Iowa Curve and the latest refurbishment and/or replacement dates. According to Table 7.6, seven well pumps (Well 4B, Well 28B, Well 40D, Well 41A, Well 46C, Well 6E – Standby, and Well 40B – Standby) have previously exceeded remaining service life estimates. It is recommended Liberty perform further evaluation to determine if replacement or refurbishment of these well pumps is necessary in the near future in order to increase the remaining service life. One well pump (Well 9D) has an estimated remaining service life of five to ten years. The remaining well pumps have a remaining service life estimate of more than 10 years. It is recommended Liberty continue its program to periodically replace and refurbish well pumps to maintain adequate service life and efficiency.

Table 7.6 Remaining Service Life – Well Pumps (Years)

Description	Year Pump/ Motor Installed	Current Age (2023)[1]	CPUC Data				Probable Life[6]	Remaining Life[7]
			Initial Service Life Estimate[2]	CPUC Survivor Curve[2,3]	Age (Percent of Average Life)[4]	Probable Life (Percent of Average Life)[5]		
Compton East (Lynwood)								
Well 4B	1952	71	25	S_1 (25)	284%	196%	49	0
Well 9D	1999	24	25	S_1 (25)	96%	130%	32	8
Compton West (Compton)								
Well 12C	2015	8	25	S_1 (25)	32%	103%	26	18
Well 19C	2010	13	25	S_1 (25)	52%	109%	27	14
Bellflower/Norwalk								
Well 28B	1950	73	25	S_1 (25)	292%	196%	49	0
Well 28D	2021	2	25	S_1 (25)	8%	100%	25	23
Well 40D	1950	73	25	S_1 (25)	292%	196%	49	0
Well 41A	1948	75	25	S_1 (25)	300%	196%	49	0
Well 46C	1950	73	25	S_1 (25)	292%	196%	49	0
Well 6E	1949	74	25	S_1 (25)	296%	196%	49	0
Well 40B	1950	73	25	S_1 (25)	292%	196%	49	0

Notes
[1] Current age of facility as of the year 2023
[2] California Public Utilities Commission's "Standard Practice for Determination of Straight-Line Remaining Life Depreciation Accruals", January 1961
[3] Stetson Engineers Inc.
[4] Current Age divided by Initial Service Life Estimate
[5] Iowa State College Engineering Experiment Station Bulletin 125, Table 21 (Percent Surviving and Probable Lives for the 18 Type Curves)
[6] Initial Service Life Estimates multiplied by the Probable Life (%)
[7] Probable Life less Current Age

Attachment 3:

Park Pumped/Purchased Water Breakdown per System

Well No.	Recorded 2015	Recorded 2016	Recorded 2017	Recorded 2018	Recorded 2019	Recorded 2020	Recorded 2021	Recorded 2022	Recorded 2023
9D	523.49	213.13	426.30	798.06	884.38	906.45	902.74	1,077.49	797.20
4B	6.80	242.85	14.21	322.95	594.90	725.74	648.30	406.24	635.83
…									
Total-Pumped Water (A.F)	**530.29**	**455.98**	**440.51**	**1,121.01**	**1,479.28**	**1,632.19**	**1,551.04**	**1,483.73**	**1,433.03**
Total Purchased Water (A.F)	**1,051.38**	**1,060.98**	**1,113.07**	**453.68**	**36.12**	**13.92**	**18.52**	**2.53**	**0.02**
CBMWD (A.F)	1,051.38	1,060.98	1,113.07	453.68	36.12	13.92	18.52	2.53	0.02
FMWD (A.F)									

Well No.	Recorded 2015	Recorded 2016	Recorded 2017	Recorded 2018	Recorded 2019	Recorded 2020	Recorded 2021	Recorded 2022	Recorded 2023
19C	840.51	977.68	956.75	1,202.25	2,180.52	2,484.40	2,048.70	2,221.85	1,919.55
12C					22.94	271.42	692.69	368.20	280.19
...									
Total-Pumped Water (A.F)	840.51	977.68	956.75	1,202.25	2,203.46	2,755.82	2,741.39	2,590.05	2,199.74
Sativa					-112.00	-505.00	-511.00	-483.00	-158.70
Total less Sativa	840.51	977.68	956.75	1,202.25	2,091.46	2,250.82	2,230.39	2,107.05	2,041.04
Total Purchased Water (A.F)	1,232.07	1,090.78	1,144.74	919.64	24.92	15.04	1.03	3.14	1.52
CBMWD (A.F)	1,232.07	1,090.78	1,144.74	919.64	24.92	15.04	1.03	3.14	1.52
FMWD (A.F)									

Well No.	Recorded 2015	Recorded 2016	Recorded 2017	Recorded 2018	Recorded 2019	Recorded 2020	Recorded 2021	Recorded 2022	Recorded 2023
9D	523.49	213.13	426.30	798.06	884.38	906.45	902.74	1,077.49	797.20
4B	6.80	242.85	14.21	322.95	594.90	725.74	648.30	406.24	635.83
…									
Total-Pumped Water (A.F)	**530.29**	**455.98**	**440.51**	**1,121.01**	**1,479.28**	**1,632.19**	**1,551.04**	**1,483.73**	**1,433.03**
Total Purchased Water (A.F)	**1,051.38**	**1,060.98**	**1,113.07**	**453.68**	**36.12**	**13.92**	**18.52**	**2.53**	**0.02**
CBMWD (A.F)	1,051.38	1,060.98	1,113.07	453.68	36.12	13.92	18.52	2.53	0.02
FMWD (A.F)									

Well No.	Status	Recorded 2015	Recorded 2016	Recorded 2017	Recorded 2018	Recorded 2019	Recorded 2020	Recorded 2021	Recorded 2022	Recorded 2023
40B	Standby	0.12								
46C	PFAS	623.86	1,052.07	552.79	1,201.96	1,718.19	398.99		-	-
6E	Standby	0.11	-	-	-	-	-	-	-	
41A	PFAS	498.99	684.89	1,072.89	1,126.35	1,065.86	265.68	0.42	0.26	0.62
28D		-	-	-	-	-	-	-	-	
28B	PFAS	585.68	362.78	1,332.80	1,203.34	1,287.43	-			
40D		440.44	436.48	681.98	986.09	751.75	738.59	644.02	554.99	695.18
...										
Total-Pumped Water (A.F)		**2,149.20**	**2,536.22**	**3,640.46**	**4,517.74**	**4,823.23**	**1,403.26**	**644.44**	**555.25**	**695.80**
Total Purchased Water (A.F)		**3,776.06**	**3,236.99**	**2,259.96**	**1,605.71**	**784.47**	**4,533.37**	**5,214.89**	**4,957.63**	**4,551.41**
CBMWD (A.F)		3,776.06	3,236.99	2,259.96	1,605.71	784.47	4,533.37	5,214.89	4,957.63	4,551.41
FMWD (A.F)										

Attachment 4:

Water Lease Right Agreement Advice Letters

CONFIDENTIAL

CALIFORNIA PUBLIC UTILITIES COMMISSION
DIVISION OF WATER AND AUDITS

Advice Letter Cover Sheet

Utility Name:	Suburban Water Systems	**Date Mailed to Service List:**	December 16, 2022
District:	n/a		
CPUC Utility #:	U – 339-W	**Protest Deadline (20th Day):**	January 5, 2023
Advice Letter #:	381-W	**Review Deadline (30th Day):**	January 15, 2023
Tier:	☒ 1 ☐ 2 ☐ 3 ☒ Compliance	**Requested Effective Date:**	December 16, 2022
Authorization:		**Rate Impact:**	n/a
Description:	Information on Suburban's lease-out of Central Basin water production rights, in compliance with D.21-10-024		

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:	Kiki Carlson	**Utility Contact:**	Carmelitha Bordelon
Phone:	(626) 543-2553	**Phone:**	(626) 543-2547
Email:	kcarlson@swwc.com	**Email:**	cbordelon@swwc.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: _____ _____

Suburban Water Systems
A SouthWest Water Company
1325 N. Grand Ave. Ste. 100, Covina, CA 91724-4044
Phone: 626.543.2500, Fax: 626.331.4848
www.swwc.com

VIA EMAIL

U-339-W

ADVICE LETTER NO. 381-W December 16, 2022

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Suburban Water Systems (Suburban) submits this Tier 1 Advice Letter to inform the Commission that Suburban proposes to lease out 500 acre-feet of Central Basin water production rights to Orchard Dale Water District through June 30, 2023.

This information is provided to the Commission in compliance with Decision (D.) 21-10-024, Decision Approving and Adopting Settlement Agreement, Resolving Remainder of Disputed Issues and Authorizing Suburban Water Systems' General Rate Increases For 2021, 2022, and 2023 which adopted the settlement agreement.

Ordering Paragraph No. 2 of D.21-10-024 states:

> *The joint motion (filed on April 14, 2021) for adoption of the Settlement Agreement is granted, and the Settlement Agreement attached to this decision as Appendix A is approved and adopted.*

Appendix A, Revised Settlement Agreement Between Suburban Water Systems and the Public Advocates Office, section J (Water Rights Leases), first bullet point states:

> *Suburban will file a Tier 1 Advice Letter with the Commission before leasing its water rights out to other entities.*

A copy of the Water Right License and Agreement (Central Basin), and the signed letter for the water lease offer to Orchard Dale Water District from Suburban Water Systems have been included as Attachment B.

Tier Designation and Effective Date
This is a Tier 1 filing – the advice letter is a compliance advice letter.
Suburban requests that the advice letter is effective on December 16, 2022, the date of this advice letter is being filed with the Commission.

In compliance with General Rule 4.3, 7.2, and Water Industry Rule 4.1 of General Order 96-B, a copy of this advice letter has been mailed or electronically transmitted to all interested and affected parties as detailed in Attachment A.

Response or Protest
Anyone may respond to or protest this advice letter. A response supports the filing and may contain information that proves useful to the Commission in evaluating the advice letter.
A protest objects to the advice letter in whole or in part and must set forth the specific grounds on which it is based. These grounds may be based upon the following:

(1) The utility did not properly serve or give notice of the advice letter; or
(2) The relief requested in the advice letter would violate statute or Commission order, or is not authorized by statute or Commission order on which the utility relies; or

(3) The analysis, calculations, or data in the advice letter contain material error or omissions; or
(4) The relief requested in the advice letter is pending before the Commission in a formal proceeding; or
(5) The relief requested in the advice letter requires consideration in a formal hearing, or is otherwise inappropriate for the advice letter process; or
(6) The relief requested in the advice letter is unjust, unreasonable, or discriminatory (provided that such a protest may not be made where it would require re-litigating a prior order of the Commission).

A protest may not rely on policy objections to an Advice Letter (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. DWA must receive a response or protest via email (or postal mail) within 20 days of the date the AL is filed.
The addresses for submitting a response or protest are:

Email Address:	Mailing Address:
Water.Division@cpuc.ca.gov	California Public Utilities Commission Division of Water and Audits, 3rd Floor 505 Van Ness Avenue, San Francisco, CA 94102

On the same date any protest or response is submitted to the Water Division, the respondent or protestant must serve a copy of the protest or response to: Suburban Water Systems, Kiki Carlson, Regulatory Affairs Manager, 1325 N. Grand Ave., Suite 100, Covina, CA 91724-4044, and email kcarlson@swwc.com

Cities and counties that need Board of Supervisors or Board of Commissioners approval to protest should inform the Water Division, 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. Each reply must be received by the Division of Water and Audits 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 Suburban Water Systems at (626) 543-2500.

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

Sincerely,

/s/Kiki Carlson

Kiki Carlson
Regulatory Affairs Manager

Enclosures

Attachment A

SUBURBAN WATER SYSTEMS
Distribution List

Water.division@cpuc.ca.gov

Jefferson.Hancock@cpuc.ca.gov

The Public Advocates Office
California Public Utilities Commission
Richard.Raushmeier@cpuc.ca.gov
Hani.Moussa@cpuc.ca.gov
PublicAdvocatesWater@cpuc.ca.gov

Attachment ☒

WATER RIGHT LICENSE AND AGREEMENT

(Central Basin)

For a valuable consideration, Suburban Water Systems (Licensor) hereby grants to Orchard Dale Water District (Licensee): a license to extract 500 acre-feet of Licensor's Allowed Pumping Allocation allocated to Licensor (or predecessors in interest) under and pursuant to Judgment dated October 11, 1965, and entered in Los Angeles Superior Court Case No. 786,656 entitled "Central and West Basin Water Replenishment District vs. Charles E. Adams, et al." during the period commencing July 1, 20 22 and continuing to and including June 30, 20 23 .

Said License is granted subject to the following conditions:

1. Licensee shall exercise said right and extract the same on behalf of Licensor during the period above specified and put the same to beneficial use and Licensee shall not by the exercise hereunder of said right acquire any right to extract water independent of the rights of Licensor.

2. Licensee shall pay assessments levied on the pumping of said ground waters by the Water Replenishment District of Southern California (District).

3. Licensee shall notify the District that said pumping was done pursuant to this license and provide the District with a copy of this signed document.

4. Licensee shall note, in any recording of water production for the period of agreement that said pumping was done pursuant to this license.

5. Licensee's Allowed Pumping Allocation shall not, without flex (shall, with flex)(shall not, without flex) be increased by the amount hereby leased when computing carryover or allowable overextraction as provided by Part III, Subpart A and B in said Judgment.

Suburban Water Systems warrants that it has 500 acre-feet of Allowed Pumping Allocation and that it has not pumped and will not pump or permit or license any other person to pump any part of said 500 acre-feet during the period of July 1, 20 22 through June 30, 20 23 .

This lease may signed by the parties by facsimile, electronic or digital signature, and such signature shall be deemed valid and binding on the party signing this lease in that manner.

Dated : 12/12/2022

Licensor :	Suburban Water Systems	Licensee :	Orchard Dale Water District
Signed By :	Craig Gott FE1613867268 09B3BAA39C0FB8235BB0 contractworks	Signed By :	
Title :	President	Title :	General Manager

AGREEMENT FOR LEASE OF ANNUAL
CENTRAL BASIN WATER PRODUCTION RIGHTS

THIS AGREEMENT FOR LEASE OF ANNUAL WATER PRODUCTION RIGHTS ("Agreement") is made as of 12 day of December 2022 ("Effective Date") by and between Suburban Water Systems, a California corporation ("Lessor") and Orchard Dale Water District (Lessee). Lessor and Lessee are sometimes individually referred to herein as a "Party" and are sometimes collectively referred to herein as the "Parties."

RECITALS

WHEREAS, both Lessor and Lessee are parties in that certain action that adjudicated groundwater rights in the Central and West Basin, pursuant to Judgment dated October 11, 1965, and entered in Los Angeles Superior Court Case No. 786,656 entitled "Central and West Basin Water Replenishment District vs. Charles E. Adams et al." during the period commencing July 1, 2022 and continuing to and including June 30, 2023 (the "Amended Judgment").

WHEREAS, Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee, a minimum of 500 acre-feet per year of Lessor's Central Basin Allowed Pumping Allocation Production Rights in Fiscal Year 2022-23 (the "Lease Years"); and

NOW, THEREFORE, Lessor and Lessee agree to the terms and conditions set forth herein:

1. <u>Water Rights Leased</u>

A. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the right to extract 500 acre-feet per year of Lessor's Annual Production Right from the Central Basin in each of the Lease Years (Fiscal Year 2022-23), Lessee agrees to put all amounts of water extracted under this Agreement to reasonable and beneficial use.

B. For purposes of computing the Parties' respective carryover, assessments, and other rights and obligations under the Amended Judgment, Lessee's Annual Production Right under the Amended Judgment shall be increased, and Lessor's Annual Production Right under the Amended Judgment shall be decreased, by the quantity of Annual Production Right Leased per year for each of the Lease Years covered by this Agreement. Except for the rights expressly leased under this Agreement, Lessee shall not acquire any other current or future right, title or interest in any water rights held by Lessor under the Amended Judgment or otherwise held by Lessor now or in the future.

2. <u>Term and Effective Date</u>

A. The Term of this Agreement shall commence on the Effective Date and shall remain and continue in effect until June 30, 2023, except as provided in Section 1.B above for purposes of computing the Parties' respective rights and obligations under the Amended Judgment.

B. The Effective Date of this Agreement shall be the date upon which an advice letter having been filed by Lessor with the California Public Utilities Commission ("CPUC") notifying the CPUC of this lease is deemed approved. If the CPUC does not approve the advice letter, then this Agreement is void. If Lessor is unable to timely resolve any protests to the advice letter, Lessor may void this Agreement in Lessor's discretion.

3. Compliance with Rules and Regulations, and Other Procedures

A. Lessee shall exercise said right and extract the same on behalf of Lessor during the period above specified and put the same to beneficial use and Lessee shall not by the exercise hereunder of said right acquire any right to extract water independent of the rights of the Lessor.

B. Lessee shall notify the District and the Watermaster that said pumping was done pursuant to this Agreement and provide the Watermaster with a copy of this document.

C. Lessee shall note, in any recording of water production for the period of agreement that said pumping was done pursuant to this Agreement.

D. Lessee's Allowed Pumping Allocation shall be increased by the amount hereby leased when computing carryover or allowable over extraction as provided by Part III, Subpart A and B in said Amended Judgment.

4. Payment

A. Lessee shall pay to Lessor the sum of [redacted] ($[redacted]) for 500 acre-feet without flex per year of Lessor's Annual Central Basin Production Right in each of the Lease Years (Fiscal Year 2022-23) at a rate of [redacted] ($[redacted]) per acre-foot (the "Payment"). The Payment by Lessor under this Agreement shall be paid within 30 days after the Central Basin Watermaster Administrative Body has approved and upon receipt of an invoice from Lessor.

5. Payment of Assessments

In addition to the payment set forth in Section 4 above, Lessee shall pay assessments levied on the pumping of said ground water by the Water Replenishment District of Southern California.

6. Water Quality

Lessor makes no warranties or representations, and assumes no liabilities, obligations or responsibilities of whatever nature to Lessee or any other person or entity with respect to the quality of any water extracted for any purpose by Lessee under this Agreement.

7. Indemnification

A. Lessee assumes the sole risk for the exercise of any and all rights conferred on it by this Agreement. Lessee agrees and does hereby indemnify, defend, save, and hold harmless Lessor, and its elected and appointed officials, officers, agents, employees, consultants and attorneys (collectively, "Indemnified Parties") as follows:

1. From and against any and all losses, damage, liability, actions, claims, costs, and expenses from damage, of any nature, including, but not limited to, bodily injury, occupational disease, death, person injury, property damages, reasonable attorneys' fees and court costs (hereafter "Loss"), relating to or arising out of the exercise of any rights conferred hereunder on Lessee; provided, however, that Lessee's obligations under this Section 7 shall not apply to any Loss as defined herein arising out of or resulting in any manner from the negligent act or acts of any of the Indemnified Parties as defined herein; and

2. From and against any and all costs, expenses, or charges which may accrue to any persons furnishing or supplying work, services, materials, equipment or supplies to Lessee in connection with its performance of or rights under this Agreement.

B. In the event that Lessee or Lessor are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct by Lessee or any of Lessee's elected or appointed officials, officers, agents, employees, consultants or attorneys, or by an alleged dangerous condition of property created by Lessee, Lessee shall not be relieved of its indemnity obligation to Lessor by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the Indemnified Parties.

8. Breach and Termination

In the event of any material breach of this Agreement by either Party, the Party alleging the breach shall notify the other Party in writing of said breach, and the Party alleged to be in breach shall have thirty (30) days from its receipt of such written notice in which to cure said breach. If the alleged breach is not cured within the timeframe specified by this Section 8, the Party alleging breach shall be entitled to any and all remedies which may be available to it at law or in equity, including but not limited to termination or specific performance of this Agreement.

9. Notices

Any notice which either Party may give to the other Party under this Agreement must be in writing and may be given either by (A) personal service; (B) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, which provides a receipt showing date and time of delivery; or (C) mailing in the United States Mail, certified or registered mail, postage prepaid, return receipt requested, addressed to the Party as set forth below or at such other address as the Party may later designate by the notice procedure herein provided or (D) electronic mail.

To Lessee:

Orchard Dale Water District
Attention: Edward Castaneda, General Manager
13819 Telegraph Rd
Whittier, CA 90604
Tel. 562-941-0114
Email: ECastaneda@odwd.org

To Lessor:

Suburban Water Systems
Attention: Craig D. Gott, P.E., President
1325 N. Grand Avenue, Suite 100
Covina, CA 91724-4044
Tel. 626-543-2554
Email: Cgott@swwc.com
Email: Legal@swwc.com

With a copy to:

SouthWest Water Company
c/o Suburban Water Systems
Attention: General Counsel
1325 N. Grand Avenue, Suite 100
Covina, CA 91724-4044
Tel. 626-542-2400

10. Assignment

Neither Party shall assign, let or sublet the whole or any part of its interest in this Agreement without the prior written consent of the other Party.

11. No Third Party Beneficiaries

This Agreement does not create, and shall not be construed to create, any rights enforceable by any person, partnership, corporation, joint venture, limited liability company, public entity, or other form of organization or association of any kind that is not a party to this Agreement.

12. Attorneys' Fees

In the event of any action between the Parties hereto seeking enforcement or interpretation of any of the provisions of this Agreement, the prevailing Party in such action shall be entitled to an award, in addition to any damages, for its reasonable costs and expenses, including without limitation, actual costs and attorneys' fees, consultants' fees and experts' fees, as ordered by the trier of fact.

13. Binding Effect and Governing Law

This Agreement is intended to be and shall be binding upon and enforceable against each of the Parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

14. Waiver

Any waiver of the provisions of this Agreement by the Party entitled to the benefits thereof as to any instance must be in writing and shall in no event be deemed a waiver of the same provision with respect to any other instance or a waiver of any other provision of this Agreement.

15. Entire Agreement and Amendments

This Agreement, together with the Watermaster Forms to be filed in accordance with Section 3.A above, constitute the entire agreement between the Parties with respect to the subject matter hereof. All prior agreements with respect to the subject matter hereof, whether verbal or written, are hereby superseded in their entirety by this Agreement and the Watermaster Form and are of no further force or effect. Amendments to this Agreement or the Watermaster Form shall be effective only if in writing and signed by the authorized representatives of the respective Parties.

16. Counterparts

This Agreement may be executed in counterparts by the Parties and shall become effective and binding upon the Parties at such time as all of the signatories hereto have executed the original or a counterpart of this Agreement. All counterparts so executed shall constitute one and the same Agreement, binding upon each of the Parties hereto, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Facsimile and electronic copies of signatures shall be binding for all purposes.

17. Authority

In signing below, each Party represents and warrants to the other Party that each is a duly organized or constituted entity, with all requisite power to carry out its obligations under this Agreement, and that the execution, delivery and performance of this Agreement have been duly authorized by all necessary action(s) of the elected or other governing body of such Party, and that the person executing this Agreement on behalf of a Party is authorized to bind that Party to this Agreement for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ORCHARD DALE WATER DISTRICT

By: _____
Edward Castaneda
GENERAL MANAGER

SUBURBAN WATER SYSTEMS

By: Craig Gott
FE161D6320095B3BA399DF86F3BBC contractworks
Name: Craig D. Gott, P.E.
Title: President

DECLARATION SUPPORTING CONFIDENTIAL DESIGNATION ON BEHALF OF SUBURBAN WATER SYSTEMS FOR ADVICE LETTER 381-W

I, Robert Kelly, declare and state:

1. I am Vice President, Regulatory Strategy of Suburban Water Systems. I am an officer of Suburban Water Systems.

2. I have reviewed and/or am familiar with the materials contained in Suburban Water System's Advice Letter 381-W. That document is a Tier 1 Advice Letter submitted to inform the California Public Utilities Commission that Suburban Water System has entered into an agreement to lease out 500 acre feet of Central Basin water production rights to Orchard Dale Water District. As relevant here, a copy of the *Agreement for Lease of Annual Central Basin Water Production Rights* has been included as Attachment B to Advice Letter 381-W and contains specific pricing information regarding this lease of Suburban Water System's water rights. It is the position of Suburban Water Systems that confidential treatment of the referenced information is warranted pursuant to the statutory and regulatory authorities specified in Paragraph 4 of this Declaration.

3. I have personal knowledge of the facts and representations of fact stated in this Declaration and if called upon to testify could and would so competently, except such facts or representations as are stated to be based on upon information and belief, and as to those matters, I believe them to be true.

4. Listed below are references to information and data for which Suburban Water Systems is seeking confidentiality protection and the basis for Suburban Water Systems' confidentiality request.

Location of Confidential Information	Description of Information that is Confidential	Basis for Confidentiality Claim
Suburban Water Systems Advice Letter 381-W, Attachment B, *Agreement for Lease of Annual Central Basin Water Production Rights*, p. 2 (only information identified as confidential on the page).	The *Agreement for Lease of Annual Central Basin Water Production Rights* attached as Attachment B to Suburban Water System's Advice Letter 381-W contains specific pricing information regarding this lease of Suburban Water System's water rights in the Central Basin groundwater basin, including both the total dollar amount for this water rights lease and the cost per acre-foot of water. As explained herein, the public interest served by not disclosing the records clearly outweighs the public interest served by disclosure of the record. The Central Basin groundwater basin was adjudicated in 1965, with groundwater pumpers being adjudicated water rights based on their production at that time. Suburban Water System holds a certain amount of water rights in the Central Basin. The Central Basin groundwater judgment allows water rights holders to transfer water rights between parties. When Suburban Water Systems has excess water rights in a given water year that it will not be utilizing, it is able to lease out the unused water rights on a temporary basis for compensation. Under the settlement agreement adopted in D.21-10-024, "Beginning with its next [General Rate Case ("GRC")] period and continuing in subsequent GRC cases, Suburban will forecast funds for any unused owned water rights during that GRC period in its RO Model as a reduction to revenue requirement based on the number of unused acre feet multiplied by the most recent recorded lease price for the type of unused rights at the time of the GRC filing." Thus, the compensation received by Suburban Water System through water right leases provides a benefit to its customers and the public by potentially reducing the revenue requirement on which customer rates are established. There is no set formula for the price at which water rights in the Central Basin are leased. Instead, the price of leased water rights in the Central Basin is typically negotiated in between two parties in an	Gov. Code § 6255(a).

	arms-length transaction based on the competitive market, the unique circumstances of each of the parties, and the underlying conditions of groundwater supplies in the Central Basin. In many of these such transactions in the Central Basin, the price of leased water rights is not publicly disclosed. While Suburban acknowledges that in past advice letters it inadvertently submitted copies of water right lease agreements to the California Public Utilities Commission disclosing pricing information publicly, confidential treatment of the pricing information here and in future water rights lease agreements is justified given the increasingly competitive market for water rights leases in the Central Basin. Keeping the pricing information for Suburban Water System's water rights leases confidential moving forward would allow it to more effectively obtain better prices for future water rights leases by giving it an information advantage in negotiations with other parties seeking to lease unused water rights. This in turn benefits customers by potentially reducing Suburban Water Systems revenue requirement in future General Rate Cases, as explained above. The public interest served by disclosure of this pricing information would be minimal, as Suburban Water Systems is providing an unredacted copy of the document to the California Public Utilities Commission staff disclosing the pricing information. Thus, the unredacted pricing information is available to staff to review when analyzing Suburban Water System's future General Rate Cases and other filings involving this and other water rights leases. Accordingly, the public interest served by not disclosing the non-public water rights lease pricing data in the document here clearly outweigh the minimal public interest served by disclosure of such data. Keeping such information non-public will help Suburban obtain better pricing term in future Central Basin water rights leases, to the benefit of customers and the public. For these reasons, the portions of the record should be treated as confidential and are exempt from disclosure under the California Public Records Act.	

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 16, 2022 at Covina, California.

/s/Robert L. Kelly

Robert L. Kelly

Vice President, Regulatory Strategy
Suburban Water Systems

CALIFORNIA PUBLIC UTILITIES COMMISSION
DIVISION OF WATER AND AUDITS

Advice Letter Cover Sheet

Utility Name:	Suburban Water Systems	**Date Mailed to Service List:**	May 7, 2024
District:	n/a		
CPUC Utility #:	U – 339-W	**Protest Deadline (20th Day):**	May 27, 2024
Advice Letter #:	403-W	**Review Deadline (30th Day):**	June 6, 2024
Tier:	☒ 1 ☐ 2 ☐ 3 ☒ Compliance	**Requested Effective Date:**	May 7, 2024
Authorization:		**Rate Impact:**	n/a
Description:	Information on Suburban's lease-out of Central Basin water production rights, in compliance with D.21-10-024		

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:	Kiki Carlson	**Utility Contact:**	Carmelitha Bordelon
Phone:	(626) 543-2553	**Phone:**	(626) 543-2547
Email:	Kiki.carlson@nexuswg.com	**Email:**	Carmelitha.bordelon@nexuswg.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: _____

Suburban Water Systems
1325 N. Grand Ave. Ste. 100, Covina, CA 91724-4044
Phone: 626.543.2500, Fax: 626.331.4848
www.swwc.com

VIA EMAIL

U-339-W

ADVICE LETTER NO. 403-W May 7, 2024

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Suburban Water Systems (Suburban) submits this Tier 1 Advice Letter to inform the Commission that Suburban proposes to lease out 500.00 acre-feet of Central Basin water production rights to Liberty Utilities Corporation through June 30, 2024.

This information is provided to the Commission in compliance with Decision (D.) 21-10-024, Decision Approving and Adopting Settlement Agreement, Resolving Remainder of Disputed Issues and Authorizing Suburban Water Systems' General Rate Increases For 2021, 2022, and 2023 which adopted the settlement agreement.

Ordering Paragraph No. 2 of D.21-10-024 states:

> *The joint motion (filed on April 14, 2021) for adoption of the Settlement Agreement is granted, and the Settlement Agreement attached to this decision as Appendix A is approved and adopted.*

Appendix A, Revised Settlement Agreement Between Suburban Water Systems and the Public Advocates Office, section J (Water Rights Leases), first bullet point states:

> *Suburban will file a Tier 1 Advice Letter with the Commission before leasing its water rights out to other entities.*

A copy of the Water Right License and Agreement (Central Basin), and the signed agreement between Liberty Utilities Corporation and Suburban Water Systems have been included as Attachment B.

Tier Designation and Effective Date
This is a Tier 1 filing – the advice letter is a compliance advice letter.
Suburban requests that the advice letter is effective on May 7, 2024.

In compliance with Water Industry Rule 4.3 of General Order 96-B, a copy of this advice letter has been mailed or electronically transmitted to all interested and affected parties as detailed in Attachment A.

Response or Protest
Anyone may respond to or protest this advice letter. A response supports the filing and may contain information that proves useful to the Commission in evaluating the advice letter.
A protest objects to the advice letter in whole or in part and must set forth the specific grounds on which it is based. These grounds may be based upon the following:

(1) The utility did not properly serve or give notice of the advice letter; or
(2) The relief requested in the advice letter would violate statute or Commission order, or is not authorized by statute or Commission order on which the utility relies; or

(3) The analysis, calculations, or data in the advice letter contain material error or omissions; or
(4) The relief requested in the advice letter is pending before the Commission in a formal proceeding; or
(5) The relief requested in the advice letter requires consideration in a formal hearing, or is otherwise inappropriate for the advice letter process; or
(6) The relief requested in the advice letter is unjust, unreasonable, or discriminatory (provided that such a protest may not be made where it would require re-litigating a prior order of the Commission).

A protest may not rely on policy objections to an Advice Letter (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. DWA must receive a response or protest via email (or postal mail) within 20 days of the date the AL is filed.
The addresses for submitting a response or protest are:

Email Address:	Mailing Address:
Water.Division@cpuc.ca.gov	California Public Utilities Commission Division of Water and Audits, 3rd Floor 505 Van Ness Avenue, San Francisco, CA 94102

On the same date any protest or response is submitted to the Water Division, the respondent or protestant must serve a copy of the protest or response to: Suburban Water Systems, Kiki Carlson, Regulatory Affairs Manager, 1325 N. Grand Ave., Suite 100, Covina, CA 91724-4044, and email kiki.carlson@nexuswg.com

Cities and counties that need Board of Supervisors or Board of Commissioners approval to protest should inform the Water Division, 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. Each reply must be received by the Division of Water and Audits within five 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 ten business days, contact Suburban Water Systems at (626) 543-2500.

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

Sincerely,

/s/Kiki Carlson

Kiki Carlson
Regulatory Affairs Manager

Enclosures

Attachment A

SUBURBAN WATER SYSTEMS
Distribution List

Water.division@cpuc.ca.gov

Alison.Pafford@cpuc.ca.gov

The Public Advocates Office
California Public Utilities Commission
Richard.Raushmeier@cpuc.ca.gov
Hani.Moussa@cpuc.ca.gov
PublicAdvocatesWater@cpuc.ca.gov

Attachment B

WATER RIGHT LICENSE AND AGREEMENT

(Central Basin)

For a valuable consideration, Suburban Water Systems (Licensor) hereby grants to Liberty Utilities Corporation (Licensee): a license to extract 500 acre-feet of Licensor's Allowed Pumping Allocation allocated to Licensor (or predecessors in interest) under and pursuant to Judgment dated October 11, 1965, and entered in Los Angeles Superior Court Case No. 786,656 entitled "Central and West Basin Water Replenishment District vs. Charles E. Adams, et al." during the period commencing July 1, 20 23 and continuing to and including June 30, 20 24.

Said License is granted subject to the following conditions:

1. Licensee shall exercise said right and extract the same on behalf of Licensor during the period above specified and put the same to beneficial use and Licensee shall not by the exercise hereunder of said right acquire any right to extract water independent of the rights of Licensor.

2. Licensee shall pay assessments levied on the pumping of said ground waters by the Water Replenishment District of Southern California (District).

3. Licensee shall notify the District that said pumping was done pursuant to this license and provide the District with a copy of this signed document.

4. Licensee shall note, in any recording of water production for the period of agreement that said pumping was done pursuant to this license.

5. Licensee's Allowed Pumping Allocation with flex (shall, with flex)(shall not, without flex) be increased by the amount hereby leased when computing carryover or allowable overextraction as provided by Part III, Subpart A and B in said Judgment.

Suburban Water Systems warrants that it has 500 acre-feet of Allowed Pumping Allocation and that it has not pumped and will not pump or permit or license any other person to pump any part of said 500 acre-feet during the period of July 1, 20 23 through June 30, 20 24.

This lease may signed by the parties by facsimile, electronic or digital signature, and such signature shall be deemed valid and binding on the party signing this lease in that manner.

Dated : 04/15/2024

Licensor :	Suburban Water Systems	Licensee :	Liberty Utilities Corporation
Signed By :	Craig Gott FE161386726808B3BAA39C0FB6235BB0 contractworks	Signed By :	Edward Jackson
Title :	President	Title :	President, California

Suburban Water Systems
A SouthWest Water Company

1325 N. Grand Avenue
Suite 100
Covina, CA 91724-4044
Phone 626.543.2500
Fax 626.331.4848
www.swwc.com

April 15, 2024

Gabriel Gomez
Operations Manager
Liberty Utilities (California)
9750 Washburn Road
Downey, CA 90241

Re: Water Lease Offer to Liberty Utilities from Suburban Water Systems

Dear Mr. Gomez,

Suburban Water Systems ("Licensor") has agreed to lease 500 acre-feet with Flex of Licensor's allowed pumping allocation in the Central Groundwater Basin for the Water Year 2023-24 for $[redacted] per acre foot. Licensor acknowledges that the terms of this transaction and require the filing of the "Water Right License and Agreement" form with the Central Basin Watermaster. The total amount of the price would be:

500 Acre Feet with Flex for Water Year 2023-24@[redacted]/AF = $[redacted]

Following the execution of this transaction by an authorized representative of each party, Licensor shall invoice Licensee for the amount agreed upon as set forth below and seek acknowledgment from the Central Basin Watermaster. In addition, Licensee agrees to pay Licensor and Licensor agrees to accept from Licensee one lump sum payment of USD $[redacted] representing 500 Acre Feet with Flex for Water Year 2023-24 @ $[redacted]/AF. Such payment shall be received by Licensor no later than thirty (30) days after this transaction is fully executed and shall be issued to "Suburban Water Systems" and mailed to: Suburban Water Systems, 1325 N. Grand Avenue, Suite 100, Covina, California 91724-4044, Attn: Carolyn Castellanos, Administrative Executive Assistant, or her successor.

Should you agree with the foregoing, please date and sign below. Thank you for your consideration with respect to this matter.

Sincerely,
SUBURBAN WATER SYSTEMS
Craig Gott
By: FE161386726808B3BAA39C0FB6235BB0 contractworks
Name: Craig Gott
Title: President, Suburban Water Systems

Accepted and agreed to
this 29 day of April, 2024

LIBERTY UTILITIES

By: Edward Jackson
Name: Edward Jackson
Title: President, California

DECLARATION SUPPORTING CONFIDENTIAL DESIGNATION ON BEHALF OF SUBURBAN WATER SYSTEMS FOR ADVICE LETTER 403-W

I, Carmelitha Bordelon, declare and state:

1. I am Director, Regulatory Affairs of Suburban Water Systems. I am an officer of Suburban Water Systems.

2. I have reviewed and/or am familiar with the materials contained in Suburban Water System's Advice Letter 403-W. That document is a Tier 1 Advice Letter submitted to inform the California Public Utilities Commission that Suburban Water System has entered into an agreement to lease out 500 acre feet of Central Basin water production rights to Liberty Utilities Corporation. As relevant here, a copy of the *Water Right License and Agreement (Central Basin)* has been included as Attachment B to Advice Letter 403-W and contains specific pricing information regarding this lease of Suburban Water System's water rights. It is the position of Suburban Water Systems that confidential treatment of the referenced information is warranted pursuant to the statutory and regulatory authorities specified in Paragraph 4 of this Declaration.

3. I have personal knowledge of the facts and representations of fact stated in this Declaration and if called upon to testify could and would so competently, except such facts or representations as are stated to be based on upon information and belief, and as to those matters, I believe them to be true.

4. Listed below are references to information and data for which Suburban Water Systems is seeking confidentiality protection and the basis for Suburban Water Systems' confidentiality request.

Location of Confidential Information	Description of Information that is Confidential	Basis for Confidentiality Claim
Suburban Water Systems Advice Letter 403-W, Attachment B, *Water Right License and Agreement (Central Basin)*, p. 2 (only information identified as confidential on the page).	The *Water Right License and Agreement (Central Basin)* attached as Attachment B to Suburban Water System's Advice Letter 403-W contains specific pricing information regarding this lease of Suburban Water System's water rights in the Central Basin groundwater basin, including both the total dollar amount for this water rights lease and the cost per acre-foot of water. As explained herein, the public interest served by not disclosing the records clearly outweighs the public interest served by disclosure of the record. The Central Basin groundwater basin was adjudicated in 1965, with groundwater pumpers being adjudicated water rights based on their production at that time. Suburban Water System holds a certain amount of water rights in the Central Basin. The Central Basin groundwater judgment allows water rights holders to transfer water rights between parties. When Suburban Water Systems has excess water rights in a given water year that it will not be utilizing, it is able to lease out the unused water rights on a temporary basis for compensation. Under the settlement agreement adopted in D.21-10-024, "Beginning with its next [General Rate Case ("GRC")] period and continuing in subsequent GRC cases, Suburban will forecast funds for any unused owned water rights during that GRC period in its RO Model as a reduction to revenue requirement based on the number of unused acre feet multiplied by the most recent recorded lease price for the type of unused rights at the time of the GRC filing." Thus, the compensation received by Suburban Water System through water right leases provides a benefit to its customers and the public by potentially reducing the revenue requirement on which customer rates are established. There is no set formula for the price at which water rights in the Central Basin are leased. Instead, the price of leased water rights in the Central Basin is typically negotiated in between two parties in an	Gov. Code § 6255(a).

	arms-length transaction based on the competitive market, the unique circumstances of each of the parties, and the underlying conditions of groundwater supplies in the Central Basin. In many of these such transactions in the Central Basin, the price of leased water rights is not publicly disclosed. While Suburban acknowledges that in past advice letters it inadvertently submitted copies of water right lease agreements to the California Public Utilities Commission disclosing pricing information publicly, confidential treatment of the pricing information here and in future water rights lease agreements is justified given the increasingly competitive market for water rights leases in the Central Basin. Keeping the pricing information for Suburban Water System's water rights leases confidential moving forward would allow it to more effectively obtain better prices for future water rights leases by giving it an information advantage in negotiations with other parties seeking to lease unused water rights. This in turn benefits customers by potentially reducing Suburban Water Systems revenue requirement in future General Rate Cases, as explained above. The public interest served by disclosure of this pricing information would be minimal, as Suburban Water Systems is providing an unredacted copy of the document to the California Public Utilities Commission staff disclosing the pricing information. Thus, the unredacted pricing information is available to staff to review when analyzing Suburban Water System's future General Rate Cases and other filings involving this and other water rights leases. Accordingly, the public interest served by not disclosing the non-public water rights lease pricing data in the document here clearly outweigh the minimal public interest served by disclosure of such data. Keeping such information non-public will help Suburban obtain better pricing term in future Central Basin water rights leases, to the benefit of customers and the public. For these reasons, the portions of the record should be treated as confidential and are exempt from disclosure under the California Public Records Act.	

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 7, 2024 at Covina, California.

/s/Carmelitha Bordelon

Carmelitha Bordelon

Director, Regulatory Affairs
Suburban Water Systems

CALIFORNIA PUBLIC UTILITIES COMMISSION
DIVISION OF WATER AND AUDITS

Advice Letter Cover Sheet

Utility Name:	Suburban Water Systems	**Date Mailed to Service List:**	December 16, 2022
District:	n/a		
CPUC Utility #:	U – 339-W	**Protest Deadline (20th Day):**	January 5, 2023
Advice Letter #:	380-W	**Review Deadline (30th Day):**	January 15, 2023
Tier:	☒ 1 ☐ 2 ☐ 3 ☒ Compliance	**Requested Effective Date:**	December 16, 2022
Authorization:		**Rate Impact:**	n/a
Description:	Information on Suburban's lease-out of Central Basin water production rights, in compliance with D.21-10-024		

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:	Kiki Carlson	**Utility Contact:**	Carmelitha Bordelon
Phone:	(626) 543-2553	**Phone:**	(626) 543-2547
Email:	kcarlson@swwc.com	**Email:**	cbordelon@swwc.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: _____

Suburban Water Systems
A SouthWest Water Company
1325 N. Grand Ave. Ste. 100, Covina, CA 91724-4044
Phone: 626.543.2500, Fax: 626.331.4848
www.swwc.com

VIA EMAIL

U-339-W

ADVICE LETTER NO. 380-W December 16, 2022

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Suburban Water Systems (Suburban) submits this Tier 1 Advice Letter to inform the Commission that Suburban proposes to lease out 500 acre-feet of Central Basin water production rights to Montebello Land and Water Company through June 30, 2023.

This information is provided to the Commission in compliance with Decision (D.) 21-10-024, Decision Approving and Adopting Settlement Agreement, Resolving Remainder of Disputed Issues and Authorizing Suburban Water Systems' General Rate Increases For 2021, 2022, and 2023 which adopted the settlement agreement.

Ordering Paragraph No. 2 of D.21-10-024 states:

> *The joint motion (filed on April 14, 2021) for adoption of the Settlement Agreement is granted, and the Settlement Agreement attached to this decision as Appendix A is approved and adopted.*

Appendix A, Revised Settlement Agreement Between Suburban Water Systems and the Public Advocates Office, section J (Water Rights Leases), first bullet point states:

> *Suburban will file a Tier 1 Advice Letter with the Commission before leasing its water rights out to other entities.*

A copy of the Water Right License and Agreement (Central Basin), and the signed letter for the water lease offer to Montebello Land and Water Company from Suburban Water Systems have been included as Attachment B.

Tier Designation and Effective Date
This is a Tier 1 filing – the advice letter is a compliance advice letter.
Suburban requests that the advice letter is effective on December 16, 2022, the date of this advice letter is being filed with the Commission.

In compliance with General Rule 4.3, 7.2, and Water Industry Rule 4.1 of General Order 96-B, a copy of this advice letter has been mailed or electronically transmitted to all interested and affected parties as detailed in Attachment A.

Response or Protest
Anyone may respond to or protest this advice letter. A response supports the filing and may contain information that proves useful to the Commission in evaluating the advice letter.
A protest objects to the advice letter in whole or in part and must set forth the specific grounds on which it is based. These grounds may be based upon the following:

(1) The utility did not properly serve or give notice of the advice letter; or
(2) The relief requested in the advice letter would violate statute or Commission order, or is not authorized by statute or Commission order on which the utility relies; or

(3) The analysis, calculations, or data in the advice letter contain material error or omissions; or
(4) The relief requested in the advice letter is pending before the Commission in a formal proceeding; or
(5) The relief requested in the advice letter requires consideration in a formal hearing, or is otherwise inappropriate for the advice letter process; or
(6) The relief requested in the advice letter is unjust, unreasonable, or discriminatory (provided that such a protest may not be made where it would require re-litigating a prior order of the Commission).

A protest may not rely on policy objections to an Advice Letter (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. DWA must receive a response or protest via email (or postal mail) within 20 days of the date the AL is filed.
The addresses for submitting a response or protest are:

Email Address:	Mailing Address:
Water.Division@cpuc.ca.gov	California Public Utilities Commission Division of Water and Audits, 3rd Floor 505 Van Ness Avenue, San Francisco, CA 94102

On the same date any protest or response is submitted to the Water Division, the respondent or protestant must serve a copy of the protest or response to: Suburban Water Systems, Kiki Carlson, Regulatory Affairs Manager, 1325 N. Grand Ave., Suite 100, Covina, CA 91724-4044, and email kcarlson@swwc.com

Cities and counties that need Board of Supervisors or Board of Commissioners approval to protest should inform the Water Division, 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. Each reply must be received by the Division of Water and Audits 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 Suburban Water Systems at (626) 543-2500.

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

Sincerely,

/s/Kiki Carlson

Kiki Carlson
Regulatory Affairs Manager

Enclosures

Attachment A

SUBURBAN WATER SYSTEMS
Distribution List

Water.division@cpuc.ca.gov

Jefferson.Hancock@cpuc.ca.gov

The Public Advocates Office
California Public Utilities Commission
Richard.Raushmeier@cpuc.ca.gov
Hani.Moussa@cpuc.ca.gov
PublicAdvocatesWater@cpuc.ca.gov

Attachment B

WATER RIGHT LICENSE AND AGREEMENT

(Central Basin)

For a valuable consideration, Suburban Water Systems (Licensor) hereby grants to Montebello Land and WaterCompany (Licensee): a license to extract 500 acre-feet of Licensor's Allowed Pumping Allocation allocated to Licensor (or predecessors in interest) under and pursuant to Judgment dated October 11, 1965, and entered in Los Angeles Superior Court Case No. 786,656 entitled "Central and West Basin Water Replenishment District vs. Charles E. Adams, et al." during the period commencing July 1, 20 22 and continuing to and including June 30, 20 23 .

Said License is granted subject to the following conditions:

1. Licensee shall exercise said right and extract the same on behalf of Licensor during the period above specified and put the same to beneficial use and Licensee shall not by the exercise hereunder of said right acquire any right to extract water independent of the rights of Licensor.

2. Licensee shall pay assessments levied on the pumping of said ground waters by the Water Replenishment District of Southern California (District).

3. Licensee shall notify the District that said pumping was done pursuant to this license and provide the District with a copy of this signed document.

4. Licensee shall note, in any recording of water production for the period of agreement that said pumping was done pursuant to this license.

5. Licensee's Allowed Pumping Allocation shall, with flex (shall, with flex)(shall not, without flex) be increased by the amount hereby leased when computing carryover or allowable overextraction as provided by Part III, Subpart A and B in said Judgment.

Suburban Water Systems warrants that it has 500 acre-feet of Allowed Pumping Allocation and that it has not pumped and will not pump or permit or license any other person to pump any part of said 500 acre-feet during the period of July 1, 20 22 through June 30, 20 23 .

This lease may signed by the parties by facsimile, electronic or digital signature, and such signature shall be deemed valid and binding on the party signing this lease in that manner.

Dated : **12/12/2022**

Licensor :	Suburban Water Systems	Licensee :	Montebello Land and WaterCompany
Signed By :	Craig Gott FE16138672680BB3BAA39C0FB6235BB0 contractworks	Signed By :	
Title :	**President**	Title :	General Manager

AGREEMENT FOR LEASE OF ANNUAL CENTRAL BASIN WATER PRODUCTION RIGHTS

THIS AGREEMENT FOR LEASE OF ANNUAL WATER PRODUCTION RIGHTS ("Agreement") is made as of 13 day of December 2022 ("Effective Date") by and between Suburban Water Systems, a California corporation ("Lessor") and the Montebello Land and Water Company (Lessee). Lessor and Lessee are sometimes individually referred to herein as a "Party" and are sometimes collectively referred to herein as the "Parties."

RECITALS

WHEREAS, both Lessor and Lessee are parties in that certain action that adjudicated groundwater rights in the Central and West Basin, pursuant to Judgment dated October 11, 1965, and entered in Los Angeles Superior Court Case No. 786,656 entitled "Central and West Basin Water Replenishment District vs. Charles E. Adams et al." during the period commencing July 1, 2022 and continuing to and including June 30, 2023 (the "Amended Judgment").

WHEREAS, Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee 500 acre-feet per year of Lessor's Central Basin Allowed Pumping Allocation Production Rights in Fiscal Year 2022-23 (the "Lease Years"); and

NOW, THEREFORE, Lessor and Lessee agree to the terms and conditions set forth herein:

1. <u>Water Rights Leased</u>

A. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the right to extract 500 acre-feet per year of Lessor's Annual Production Right from the Central Basin in each of the Lease Years (Fiscal Year 2022-23), Lessee agrees to put all amounts of water extracted under this Agreement to reasonable and beneficial use.

B. For purposes of computing the Parties' respective carryover, assessments, and other rights and obligations under the Amended Judgment, Lessee's Annual Production Right under the Amended Judgment shall be increased, and Lessor's Annual Production Right under the Amended Judgment shall be decreased, by the quantity of Annual Production Right Leased per year for each of the Lease Years covered by this Agreement. Except for the rights expressly leased under this Agreement, Lessee shall not acquire any other current or future right, title or interest in any water rights held by Lessor under the Amended Judgment or otherwise held by Lessor now or in the future.

2. <u>Term and Effective Date</u>

A. The Term of this Agreement shall commence on the Effective Date and shall remain and continue in effect until June 30, 2023, except as provided in Section 1.B above for purposes of computing the Parties' respective rights and obligations under the Amended Judgment.

B. The Effective Date of this Agreement shall be the date upon which an advice letter having been filed by Lessor with the California Public Utilities Commission ("CPUC") notifying the CPUC of this lease is deemed approved. If the CPUC does not approve the advice letter, then this Agreement is void. If Lessor is unable to timely resolve any protests to the Advice Letter, Lessor may void this Agreement at Lessor's discretion.

3. Compliance with Rules and Regulations, and Other Procedures

A. Lessee shall exercise said right and extract the same on behalf of Lessor during the period above specified and put the same to beneficial use and Lessee shall not by the exercise hereunder of said right acquire any right to extract water independent of the rights of the Lessor.

B. Lessee shall notify the District and the Watermaster that said pumping was done pursuant to this Agreement and provide the Watermaster with a copy of this document.

C. Lessee shall note, in any recording of water production for the period of agreement that said pumping was done pursuant to this Agreement.

D. Lessee's Allowed Pumping Allocation shall be increased by the amount hereby leased when computing carryover or allowable over extraction as provided by Part III, Subpart A and B in said Amended Judgment.

4. Payment

A. Lessee shall pay to Lessor the sum of [redacted] ($[redacted] for 500 acre-feet per year of Lessor's Annual Central Basin Production Right in each of the Lease Years (Fiscal Year 2022-23) at a rate of [redacted] ($[redacted] per acre-foot (the "Payment"). The Payment by Lessor under this Agreement shall be made upon the receipt of the invoice from Lessor.

5. Payment of Assessments

In addition to the payment set forth in Section 4 above, Lessee shall pay assessments levied on the pumping of said ground water by the Water Replenishment District of Southern California.

6. Water Quality

Lessor makes no warranties or representations, and assumes no liabilities, obligations or responsibilities of whatever nature to Lessee or any other person or entity with respect to the quality of any water extracted for any purpose by Lessee under this Agreement.

7. Indemnification

A. Lessee assumes the sole risk for the exercise of any and all rights conferred on it by this Agreement. Lessee agrees and does hereby indemnify, defend, save, and hold harmless Lessor, and its elected and appointed officials, officers, agents, employees, consultants and attorneys (collectively, "Indemnified Parties") as follows:

1. From and against any and all losses, damage, liability, actions, claims, costs, and expenses from damage, of any nature, including, but not limited to, bodily injury, occupational disease, death, person injury, property damages, reasonable attorneys' fees and court costs (hereafter "Loss"), relating to or arising out of the exercise of any rights conferred hereunder on Lessee; provided, however, that Lessee's obligations under this Section 7 shall not apply to any Loss as defined herein arising out of or resulting in any manner from the negligent act or acts of any of the Indemnified Parties as defined herein; and

2. From and against any and all costs, expenses, or charges which may accrue to any persons furnishing or supplying work, services, materials, equipment or supplies to Lessee in connection with its performance of or rights under this Agreement.

B. In the event that Lessee or Lessor are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct by Lessee or any of Lessee's elected or appointed officials, officers, agents, employees, consultants or attorneys, or by an alleged dangerous condition of property created by Lessee, Lessee shall not be relieved of its indemnity obligation to Lessor by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the Indemnified Parties.

8. Breach and Termination

In the event of any material breach of this Agreement by either Party, the Party alleging the breach shall notify the other Party in writing of said breach, and the Party alleged to be in breach shall have thirty (30) days from its receipt of such written notice in which to cure said breach. If the alleged breach is not cured within the timeframe specified by this Section 8, the Party alleging breach shall be entitled to any and all remedies which may be available to it at law or in equity, including but not limited to termination or specific performance of this Agreement.

9. Notices

Any notice which either Party may give to the other Party under this Agreement must be in writing and may be given either by (A) personal service; (B) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, which provides a receipt showing date and time of delivery; or (C) mailing in the United States Mail, certified or registered mail, postage prepaid, return receipt requested, addressed to the Party as set forth below or at such other address as the Party may later designate by the notice procedure herein provided or (D) electronic mail.

To Lessee:

Montebello Land and Water Company
Attention: Korey Bradbury, General Manager
344 E Madison Ave,
Montebello, CA 90640
Tel. (323) 722-8654
Email: Korey@mtblw.com
Email: JBuchman@bwslaw.com

To Lessor:

Suburban Water Systems
Attention: Craig D. Gott, P.E., President
1325 N. Grand Avenue, Suite 100
Covina, CA 91724-4044
Tel. 626-543-2554
Email: Cgott@swwc.com
Email: Legal@swwc.com

With a copy that does not constitute notice to:

Suburban Water Systems
Attention: General Counsel
1325 N. Grand Avenue, Suite 100

Covina, CA 91724-4044
Tel. 626-542-2500

10. Assignment

Neither Party shall assign, let or sublet the whole or any part of its interest in this Agreement without the prior written consent of the other Party.

11. No Third Party Beneficiaries

This Agreement does not create, and shall not be construed to create, any rights enforceable by any person, partnership, corporation, joint venture, limited liability company, public entity, or other form of organization or association of any kind that is not a party to this Agreement.

12. Attorneys' Fees

In the event of any action between the Parties hereto seeking enforcement or interpretation of any of the provisions of this Agreement, the prevailing Party in such action shall be entitled to an award, in addition to any damages, for its reasonable costs and expenses, including without limitation, actual costs and attorneys' fees, consultants' fees and experts' fees, as ordered by the trier of fact.

13. Binding Effect and Governing Law

This Agreement is intended to be and shall be binding upon and enforceable against each of the Parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

14. Waiver

Any waiver of the provisions of this Agreement by the Party entitled to the benefits thereof as to any instance must be in writing and shall in no event be deemed a waiver of the same provision with respect to any other instance or a waiver of any other provision of this Agreement.

15. Entire Agreement and Amendments

This Agreement, together with the Watermaster Forms to be filed in accordance with Section 3.B above, constitute the entire agreement between the Parties with respect to the subject matter hereof. All prior agreements with respect to the subject matter hereof, whether verbal or written, are hereby superseded in their entirety by this Agreement and the Watermaster Form and are of no further force or effect. Amendments to this Agreement or the Watermaster Form shall be effective only if in writing and signed by the authorized representatives of the respective Parties.

16. Counterparts

This Agreement may be executed in counterparts by the Parties and shall become effective and binding upon the Parties at such time as all of the signatories hereto have executed the original or a counterpart of this Agreement. All counterparts so executed shall constitute one and the same Agreement, binding upon each of the Parties hereto, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Facsimile and electronic copies of signatures shall be binding for all purposes.

17. Authority

In signing below, each Party represents and warrants to the other Party that each is a duly organized or constituted entity, with all requisite power to carry out its obligations under this Agreement, and that the execution, delivery and performance of this Agreement have been duly authorized by all necessary action(s) of the elected or other governing body of such Party, and that the person executing this Agreement on behalf of a Party is authorized to bind that Party to this Agreement for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Montebello Land and Water Company

By: _____

Korey Bradbury
General Manager

SUBURBAN WATER SYSTEMS

By: Craig Gott

FE1A1B6726B06B7BAA30C0FB622CBBB1 contractworks.

Name: Craig D. Gott, P.E.
Title: President

DECLARATION SUPPORTING CONFIDENTIAL DESIGNATION ON BEHALF OF SUBURBAN WATER SYSTEMS FOR ADVICE LETTER 380-W

I, Robert Kelly, declare and state:

1. I am Vice President, Regulatory Strategy of Suburban Water Systems. I am an officer of Suburban Water Systems.

2. I have reviewed and/or am familiar with the materials contained in Suburban Water System's Advice Letter 380-W. That document is a Tier 1 Advice Letter submitted to inform the California Public Utilities Commission that Suburban Water System has entered into an agreement to lease out 500 acre feet of Central Basin water production rights to Montebello Land and Water Company. As relevant here, a copy of the *Agreement for Lease of Annual Central Basin Water Production Rights* has been included as Attachment B to Advice Letter 380-W and contains specific pricing information regarding this lease of Suburban Water System's water rights. It is the position of Suburban Water Systems that confidential treatment of the referenced information is warranted pursuant to the statutory and regulatory authorities specified in Paragraph 4 of this Declaration.

3. I have personal knowledge of the facts and representations of fact stated in this Declaration and if called upon to testify could and would so competently, except such facts or representations as are stated to be based on upon information and belief, and as to those matters, I believe them to be true.

4. Listed below are references to information and data for which Suburban Water Systems is seeking confidentiality protection and the basis for Suburban Water Systems' confidentiality request.

Location of Confidential Information	Description of Information that is Confidential	Basis for Confidentiality Claim
Suburban Water Systems Advice Letter 380-W, Attachment B, *Agreement for Lease of Annual Central Basin Water Production Rights*, p. 2 (only information identified as confidential on the page).	The *Agreement for Lease of Annual Central Basin Water Production Rights* attached as Attachment B to Suburban Water System's Advice Letter 380-W contains specific pricing information regarding this lease of Suburban Water System's water rights in the Central Basin groundwater basin, including both the total dollar amount for this water rights lease and the cost per acre-foot of water. As explained herein, the public interest served by not disclosing the records clearly outweighs the public interest served by disclosure of the record. The Central Basin groundwater basin was adjudicated in 1965, with groundwater pumpers being adjudicated water rights based on their production at that time. Suburban Water System holds a certain amount of water rights in the Central Basin. The Central Basin groundwater judgment allows water rights holders to transfer water rights between parties. When Suburban Water Systems has excess water rights in a given water year that it will not be utilizing, it is able to lease out the unused water rights on a temporary basis for compensation. Under the settlement agreement adopted in D.21-10-024, "Beginning with its next [General Rate Case ("GRC")] period and continuing in subsequent GRC cases, Suburban will forecast funds for any unused owned water rights during that GRC period in its RO Model as a reduction to revenue requirement based on the number of unused acre feet multiplied by the most recent recorded lease price for the type of unused rights at the time of the GRC filing." Thus, the compensation received by Suburban Water System through water right leases provides a benefit to its customers and the public by potentially reducing the revenue requirement on which customer rates are established. There is no set formula for the price at which water rights in the Central Basin are leased. Instead, the price of leased water rights in the Central Basin is typically negotiated in between two parties in an	Gov. Code § 6255(a).

	arms-length transaction based on the competitive market, the unique circumstances of each of the parties, and the underlying conditions of groundwater supplies in the Central Basin. In many of these such transactions in the Central Basin, the price of leased water rights is not publicly disclosed. While Suburban acknowledges that in past advice letters it inadvertently submitted copies of water right lease agreements to the California Public Utilities Commission disclosing pricing information publicly, confidential treatment of the pricing information here and in future water rights lease agreements is justified given the increasingly competitive market for water rights leases in the Central Basin. Keeping the pricing information for Suburban Water System's water rights leases confidential moving forward would allow it to more effectively obtain better prices for future water rights leases by giving it an information advantage in negotiations with other parties seeking to lease unused water rights. This in turn benefits customers by potentially reducing Suburban Water Systems revenue requirement in future General Rate Cases, as explained above. The public interest served by disclosure of this pricing information would be minimal, as Suburban Water Systems is providing an unredacted copy of the document to the California Public Utilities Commission staff disclosing the pricing information. Thus, the unredacted pricing information is available to staff to review when analyzing Suburban Water System's future General Rate Cases and other filings involving this and other water rights leases. Accordingly, the public interest served by not disclosing the non-public water rights lease pricing data in the document here clearly outweigh the minimal public interest served by disclosure of such data. Keeping such information non-public will help Suburban obtain better pricing term in future Central Basin water rights leases, to the benefit of customers and the public. For these reasons, the portions of the record should be treated as confidential and are exempt from disclosure under the California Public Records Act.	

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 16, 2022 at Covina, California.

/s/Robert L. Kelly

Robert L. Kelly

Vice President, Regulatory Strategy
Suburban Water Systems

CALIFORNIA PUBLIC UTILITIES COMMISSION
DIVISION OF WATER AND AUDITS

Advice Letter Cover Sheet

Utility Name:	Suburban Water Systems	**Date Mailed to Service List:**	December 16, 2022
District:	n/a		
CPUC Utility #:	U – 339-W	**Protest Deadline (20th Day):**	January 5, 2023
Advice Letter #:	381-W	**Review Deadline (30th Day):**	January 15, 2023
Tier:	☒ 1 ☐ 2 ☐ 3 ☒ Compliance	**Requested Effective Date:**	December 16, 2022
Authorization:		**Rate Impact:**	n/a
Description:	Information on Suburban's lease-out of Central Basin water production rights, in compliance with D.21-10-024		

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:	Kiki Carlson	**Utility Contact:**	Carmelitha Bordelon
Phone:	(626) 543-2553	**Phone:**	(626) 543-2547
Email:	kcarlson@swwc.com	**Email:**	cbordelon@swwc.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: _____ _____

Suburban Water Systems
A SouthWest Water Company
1325 N. Grand Ave. Ste. 100, Covina, CA 91724-4044
Phone: 626.543.2500, Fax: 626.331.4848
www.swwc.com

VIA EMAIL

U-339-W

ADVICE LETTER NO. 381-W December 16, 2022

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Suburban Water Systems (Suburban) submits this Tier 1 Advice Letter to inform the Commission that Suburban proposes to lease out 500 acre-feet of Central Basin water production rights to Orchard Dale Water District through June 30, 2023.

This information is provided to the Commission in compliance with Decision (D.) 21-10-024, Decision Approving and Adopting Settlement Agreement, Resolving Remainder of Disputed Issues and Authorizing Suburban Water Systems' General Rate Increases For 2021, 2022, and 2023 which adopted the settlement agreement.

Ordering Paragraph No. 2 of D.21-10-024 states:

> *The joint motion (filed on April 14, 2021) for adoption of the Settlement Agreement is granted, and the Settlement Agreement attached to this decision as Appendix A is approved and adopted.*

Appendix A, Revised Settlement Agreement Between Suburban Water Systems and the Public Advocates Office, section J (Water Rights Leases), first bullet point states:

> *Suburban will file a Tier 1 Advice Letter with the Commission before leasing its water rights out to other entities.*

A copy of the Water Right License and Agreement (Central Basin), and the signed letter for the water lease offer to Orchard Dale Water District from Suburban Water Systems have been included as Attachment B.

Tier Designation and Effective Date
This is a Tier 1 filing – the advice letter is a compliance advice letter.
Suburban requests that the advice letter is effective on December 16, 2022, the date of this advice letter is being filed with the Commission.

In compliance with General Rule 4.3, 7.2, and Water Industry Rule 4.1 of General Order 96-B, a copy of this advice letter has been mailed or electronically transmitted to all interested and affected parties as detailed in Attachment A.

Response or Protest
Anyone may respond to or protest this advice letter. A response supports the filing and may contain information that proves useful to the Commission in evaluating the advice letter.
A protest objects to the advice letter in whole or in part and must set forth the specific grounds on which it is based. These grounds may be based upon the following:

(1) The utility did not properly serve or give notice of the advice letter; or
(2) The relief requested in the advice letter would violate statute or Commission order, or is not authorized by statute or Commission order on which the utility relies; or

(3) The analysis, calculations, or data in the advice letter contain material error or omissions; or
(4) The relief requested in the advice letter is pending before the Commission in a formal proceeding; or
(5) The relief requested in the advice letter requires consideration in a formal hearing, or is otherwise inappropriate for the advice letter process; or
(6) The relief requested in the advice letter is unjust, unreasonable, or discriminatory (provided that such a protest may not be made where it would require re-litigating a prior order of the Commission).

A protest may not rely on policy objections to an Advice Letter (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. DWA must receive a response or protest via email (or postal mail) within 20 days of the date the AL is filed.
The addresses for submitting a response or protest are:

Email Address:	Mailing Address:
Water.Division@cpuc.ca.gov	California Public Utilities Commission Division of Water and Audits, 3rd Floor 505 Van Ness Avenue, San Francisco, CA 94102

On the same date any protest or response is submitted to the Water Division, the respondent or protestant must serve a copy of the protest or response to: Suburban Water Systems, Kiki Carlson, Regulatory Affairs Manager, 1325 N. Grand Ave., Suite 100, Covina, CA 91724-4044, and email kcarlson@swwc.com

Cities and counties that need Board of Supervisors or Board of Commissioners approval to protest should inform the Water Division, 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. Each reply must be received by the Division of Water and Audits 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 Suburban Water Systems at (626) 543-2500.

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

Sincerely,

/s/Kiki Carlson

Kiki Carlson
Regulatory Affairs Manager

Enclosures

Attachment A

SUBURBAN WATER SYSTEMS
Distribution List

Water.division@cpuc.ca.gov

Jefferson.Hancock@cpuc.ca.gov

The Public Advocates Office
California Public Utilities Commission
Richard.Raushmeier@cpuc.ca.gov
Hani.Moussa@cpuc.ca.gov
PublicAdvocatesWater@cpuc.ca.gov

Attachment ☒

WATER RIGHT LICENSE AND AGREEMENT

(Central Basin)

For a valuable consideration, Suburban Water Systems (Licensor) hereby grants to Orchard Dale Water District (Licensee): a license to extract 500 acre-feet of Licensor's Allowed Pumping Allocation allocated to Licensor (or predecessors in interest) under and pursuant to Judgment dated October 11, 1965, and entered in Los Angeles Superior Court Case No. 786,656 entitled "Central and West Basin Water Replenishment District vs. Charles E. Adams, et al." during the period commencing July 1, 20 22 and continuing to and including June 30, 20 23 .

Said License is granted subject to the following conditions:

1. Licensee shall exercise said right and extract the same on behalf of Licensor during the period above specified and put the same to beneficial use and Licensee shall not by the exercise hereunder of said right acquire any right to extract water independent of the rights of Licensor.

2. Licensee shall pay assessments levied on the pumping of said ground waters by the Water Replenishment District of Southern California (District).

3. Licensee shall notify the District that said pumping was done pursuant to this license and provide the District with a copy of this signed document.

4. Licensee shall note, in any recording of water production for the period of agreement that said pumping was done pursuant to this license.

5. Licensee's Allowed Pumping Allocation shall not, without flex (shall, with flex)(shall not, without flex) be increased by the amount hereby leased when computing carryover or allowable overextraction as provided by Part III, Subpart A and B in said Judgment.

Suburban Water Systems warrants that it has 500 acre-feet of Allowed Pumping Allocation and that it has not pumped and will not pump or permit or license any other person to pump any part of said 500 acre-feet during the period of July 1, 20 22 through June 30, 20 23 .

This lease may signed by the parties by facsimile, electronic or digital signature, and such signature shall be deemed valid and binding on the party signing this lease in that manner.

Dated : 12/12/2022

Licensor :	Suburban Water Systems	Licensee :	Orchard Dale Water District
Signed By :	Craig Gott FE1613867268 09B3BAA39C0FB8235BB0 contractworks	Signed By :	
Title :	President	Title :	General Manager

AGREEMENT FOR LEASE OF ANNUAL
CENTRAL BASIN WATER PRODUCTION RIGHTS

THIS AGREEMENT FOR LEASE OF ANNUAL WATER PRODUCTION RIGHTS ("Agreement") is made as of 12 day of December 2022 ("Effective Date") by and between Suburban Water Systems, a California corporation ("Lessor") and Orchard Dale Water District (Lessee). Lessor and Lessee are sometimes individually referred to herein as a "Party" and are sometimes collectively referred to herein as the "Parties."

RECITALS

WHEREAS, both Lessor and Lessee are parties in that certain action that adjudicated groundwater rights in the Central and West Basin, pursuant to Judgment dated October 11, 1965, and entered in Los Angeles Superior Court Case No. 786,656 entitled "Central and West Basin Water Replenishment District vs. Charles E. Adams et al." during the period commencing July 1, 2022 and continuing to and including June 30, 2023 (the "Amended Judgment").

WHEREAS, Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee, a minimum of 500 acre-feet per year of Lessor's Central Basin Allowed Pumping Allocation Production Rights in Fiscal Year 2022-23 (the "Lease Years"); and

NOW, THEREFORE, Lessor and Lessee agree to the terms and conditions set forth herein:

1. <u>Water Rights Leased</u>

A. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the right to extract 500 acre-feet per year of Lessor's Annual Production Right from the Central Basin in each of the Lease Years (Fiscal Year 2022-23), Lessee agrees to put all amounts of water extracted under this Agreement to reasonable and beneficial use.

B. For purposes of computing the Parties' respective carryover, assessments, and other rights and obligations under the Amended Judgment, Lessee's Annual Production Right under the Amended Judgment shall be increased, and Lessor's Annual Production Right under the Amended Judgment shall be decreased, by the quantity of Annual Production Right Leased per year for each of the Lease Years covered by this Agreement. Except for the rights expressly leased under this Agreement, Lessee shall not acquire any other current or future right, title or interest in any water rights held by Lessor under the Amended Judgment or otherwise held by Lessor now or in the future.

2. <u>Term and Effective Date</u>

A. The Term of this Agreement shall commence on the Effective Date and shall remain and continue in effect until June 30, 2023, except as provided in Section 1.B above for purposes of computing the Parties' respective rights and obligations under the Amended Judgment.

B. The Effective Date of this Agreement shall be the date upon which an advice letter having been filed by Lessor with the California Public Utilities Commission ("CPUC") notifying the CPUC of this lease is deemed approved. If the CPUC does not approve the advice letter, then this Agreement is void. If Lessor is unable to timely resolve any protests to the advice letter, Lessor may void this Agreement in Lessor's discretion.

3. Compliance with Rules and Regulations, and Other Procedures

A. Lessee shall exercise said right and extract the same on behalf of Lessor during the period above specified and put the same to beneficial use and Lessee shall not by the exercise hereunder of said right acquire any right to extract water independent of the rights of the Lessor.

B. Lessee shall notify the District and the Watermaster that said pumping was done pursuant to this Agreement and provide the Watermaster with a copy of this document.

C. Lessee shall note, in any recording of water production for the period of agreement that said pumping was done pursuant to this Agreement.

D. Lessee's Allowed Pumping Allocation shall be increased by the amount hereby leased when computing carryover or allowable over extraction as provided by Part III, Subpart A and B in said Amended Judgment.

4. Payment

A. Lessee shall pay to Lessor the sum of [redacted] ($[redacted]) for 500 acre-feet without flex per year of Lessor's Annual Central Basin Production Right in each of the Lease Years (Fiscal Year 2022-23) at a rate of [redacted] ($[redacted]) per acre-foot (the "Payment"). The Payment by Lessor under this Agreement shall be paid within 30 days after the Central Basin Watermaster Administrative Body has approved and upon receipt of an invoice from Lessor.

5. Payment of Assessments

In addition to the payment set forth in Section 4 above, Lessee shall pay assessments levied on the pumping of said ground water by the Water Replenishment District of Southern California.

6. Water Quality

Lessor makes no warranties or representations, and assumes no liabilities, obligations or responsibilities of whatever nature to Lessee or any other person or entity with respect to the quality of any water extracted for any purpose by Lessee under this Agreement.

7. Indemnification

A. Lessee assumes the sole risk for the exercise of any and all rights conferred on it by this Agreement. Lessee agrees and does hereby indemnify, defend, save, and hold harmless Lessor, and its elected and appointed officials, officers, agents, employees, consultants and attorneys (collectively, "Indemnified Parties") as follows:

1. From and against any and all losses, damage, liability, actions, claims, costs, and expenses from damage, of any nature, including, but not limited to, bodily injury, occupational disease, death, person injury, property damages, reasonable attorneys' fees and court costs (hereafter "Loss"), relating to or arising out of the exercise of any rights conferred hereunder on Lessee; provided, however, that Lessee's obligations under this Section 7 shall not apply to any Loss as defined herein arising out of or resulting in any manner from the negligent act or acts of any of the Indemnified Parties as defined herein; and

2. From and against any and all costs, expenses, or charges which may accrue to any persons furnishing or supplying work, services, materials, equipment or supplies to Lessee in connection with its performance of or rights under this Agreement.

B. In the event that Lessee or Lessor are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct by Lessee or any of Lessee's elected or appointed officials, officers, agents, employees, consultants or attorneys, or by an alleged dangerous condition of property created by Lessee, Lessee shall not be relieved of its indemnity obligation to Lessor by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the Indemnified Parties.

8. Breach and Termination

In the event of any material breach of this Agreement by either Party, the Party alleging the breach shall notify the other Party in writing of said breach, and the Party alleged to be in breach shall have thirty (30) days from its receipt of such written notice in which to cure said breach. If the alleged breach is not cured within the timeframe specified by this Section 8, the Party alleging breach shall be entitled to any and all remedies which may be available to it at law or in equity, including but not limited to termination or specific performance of this Agreement.

9. Notices

Any notice which either Party may give to the other Party under this Agreement must be in writing and may be given either by (A) personal service; (B) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, which provides a receipt showing date and time of delivery; or (C) mailing in the United States Mail, certified or registered mail, postage prepaid, return receipt requested, addressed to the Party as set forth below or at such other address as the Party may later designate by the notice procedure herein provided or (D) electronic mail.

To Lessee:

Orchard Dale Water District
Attention: Edward Castaneda, General Manager
13819 Telegraph Rd
Whittier, CA 90604
Tel. 562-941-0114
Email: ECastaneda@odwd.org

To Lessor:

Suburban Water Systems
Attention: Craig D. Gott, P.E., President
1325 N. Grand Avenue, Suite 100
Covina, CA 91724-4044
Tel. 626-543-2554
Email: Cgott@swwc.com
Email: Legal@swwc.com

With a copy to:

SouthWest Water Company
c/o Suburban Water Systems
Attention: General Counsel
1325 N. Grand Avenue, Suite 100
Covina, CA 91724-4044
Tel. 626-542-2400

10. Assignment

Neither Party shall assign, let or sublet the whole or any part of its interest in this Agreement without the prior written consent of the other Party.

11. No Third Party Beneficiaries

This Agreement does not create, and shall not be construed to create, any rights enforceable by any person, partnership, corporation, joint venture, limited liability company, public entity, or other form of organization or association of any kind that is not a party to this Agreement.

12. Attorneys' Fees

In the event of any action between the Parties hereto seeking enforcement or interpretation of any of the provisions of this Agreement, the prevailing Party in such action shall be entitled to an award, in addition to any damages, for its reasonable costs and expenses, including without limitation, actual costs and attorneys' fees, consultants' fees and experts' fees, as ordered by the trier of fact.

13. Binding Effect and Governing Law

This Agreement is intended to be and shall be binding upon and enforceable against each of the Parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

14. Waiver

Any waiver of the provisions of this Agreement by the Party entitled to the benefits thereof as to any instance must be in writing and shall in no event be deemed a waiver of the same provision with respect to any other instance or a waiver of any other provision of this Agreement.

15. Entire Agreement and Amendments

This Agreement, together with the Watermaster Forms to be filed in accordance with Section 3.A above, constitute the entire agreement between the Parties with respect to the subject matter hereof. All prior agreements with respect to the subject matter hereof, whether verbal or written, are hereby superseded in their entirety by this Agreement and the Watermaster Form and are of no further force or effect. Amendments to this Agreement or the Watermaster Form shall be effective only if in writing and signed by the authorized representatives of the respective Parties.

16. Counterparts

This Agreement may be executed in counterparts by the Parties and shall become effective and binding upon the Parties at such time as all of the signatories hereto have executed the original or a counterpart of this Agreement. All counterparts so executed shall constitute one and the same Agreement, binding upon each of the Parties hereto, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Facsimile and electronic copies of signatures shall be binding for all purposes.

17. Authority

In signing below, each Party represents and warrants to the other Party that each is a duly organized or constituted entity, with all requisite power to carry out its obligations under this Agreement, and that the execution, delivery and performance of this Agreement have been duly authorized by all necessary action(s) of the elected or other governing body of such Party, and that the person executing this Agreement on behalf of a Party is authorized to bind that Party to this Agreement for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ORCHARD DALE WATER DISTRICT

By: _____
Edward Castaneda
GENERAL MANAGER

SUBURBAN WATER SYSTEMS

By: Craig Gott
FE161D6320095B3BA399DF86F3BBC contractworks
Name: Craig D. Gott, P.E.
Title: President

DECLARATION SUPPORTING CONFIDENTIAL DESIGNATION ON BEHALF OF SUBURBAN WATER SYSTEMS FOR ADVICE LETTER 381-W

I, Robert Kelly, declare and state:

1. I am Vice President, Regulatory Strategy of Suburban Water Systems. I am an officer of Suburban Water Systems.

2. I have reviewed and/or am familiar with the materials contained in Suburban Water System's Advice Letter 381-W. That document is a Tier 1 Advice Letter submitted to inform the California Public Utilities Commission that Suburban Water System has entered into an agreement to lease out 500 acre feet of Central Basin water production rights to Orchard Dale Water District. As relevant here, a copy of the *Agreement for Lease of Annual Central Basin Water Production Rights* has been included as Attachment B to Advice Letter 381-W and contains specific pricing information regarding this lease of Suburban Water System's water rights. It is the position of Suburban Water Systems that confidential treatment of the referenced information is warranted pursuant to the statutory and regulatory authorities specified in Paragraph 4 of this Declaration.

3. I have personal knowledge of the facts and representations of fact stated in this Declaration and if called upon to testify could and would so competently, except such facts or representations as are stated to be based on upon information and belief, and as to those matters, I believe them to be true.

4. Listed below are references to information and data for which Suburban Water Systems is seeking confidentiality protection and the basis for Suburban Water Systems' confidentiality request.

Location of Confidential Information	Description of Information that is Confidential	Basis for Confidentiality Claim
Suburban Water Systems Advice Letter 381-W, Attachment B, *Agreement for Lease of Annual Central Basin Water Production Rights*, p. 2 (only information identified as confidential on the page).	The *Agreement for Lease of Annual Central Basin Water Production Rights* attached as Attachment B to Suburban Water System's Advice Letter 381-W contains specific pricing information regarding this lease of Suburban Water System's water rights in the Central Basin groundwater basin, including both the total dollar amount for this water rights lease and the cost per acre-foot of water. As explained herein, the public interest served by not disclosing the records clearly outweighs the public interest served by disclosure of the record. The Central Basin groundwater basin was adjudicated in 1965, with groundwater pumpers being adjudicated water rights based on their production at that time. Suburban Water System holds a certain amount of water rights in the Central Basin. The Central Basin groundwater judgment allows water rights holders to transfer water rights between parties. When Suburban Water Systems has excess water rights in a given water year that it will not be utilizing, it is able to lease out the unused water rights on a temporary basis for compensation. Under the settlement agreement adopted in D.21-10-024, "Beginning with its next [General Rate Case ("GRC")] period and continuing in subsequent GRC cases, Suburban will forecast funds for any unused owned water rights during that GRC period in its RO Model as a reduction to revenue requirement based on the number of unused acre feet multiplied by the most recent recorded lease price for the type of unused rights at the time of the GRC filing." Thus, the compensation received by Suburban Water System through water right leases provides a benefit to its customers and the public by potentially reducing the revenue requirement on which customer rates are established. There is no set formula for the price at which water rights in the Central Basin are leased. Instead, the price of leased water rights in the Central Basin is typically negotiated in between two parties in an	Gov. Code § 6255(a).

	arms-length transaction based on the competitive market, the unique circumstances of each of the parties, and the underlying conditions of groundwater supplies in the Central Basin. In many of these such transactions in the Central Basin, the price of leased water rights is not publicly disclosed. While Suburban acknowledges that in past advice letters it inadvertently submitted copies of water right lease agreements to the California Public Utilities Commission disclosing pricing information publicly, confidential treatment of the pricing information here and in future water rights lease agreements is justified given the increasingly competitive market for water rights leases in the Central Basin. Keeping the pricing information for Suburban Water System's water rights leases confidential moving forward would allow it to more effectively obtain better prices for future water rights leases by giving it an information advantage in negotiations with other parties seeking to lease unused water rights. This in turn benefits customers by potentially reducing Suburban Water Systems revenue requirement in future General Rate Cases, as explained above. The public interest served by disclosure of this pricing information would be minimal, as Suburban Water Systems is providing an unredacted copy of the document to the California Public Utilities Commission staff disclosing the pricing information. Thus, the unredacted pricing information is available to staff to review when analyzing Suburban Water System's future General Rate Cases and other filings involving this and other water rights leases. Accordingly, the public interest served by not disclosing the non-public water rights lease pricing data in the document here clearly outweigh the minimal public interest served by disclosure of such data. Keeping such information non-public will help Suburban obtain better pricing term in future Central Basin water rights leases, to the benefit of customers and the public. For these reasons, the portions of the record should be treated as confidential and are exempt from disclosure under the California Public Records Act.	

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 16, 2022 at Covina, California.

/s/Robert L. Kelly

Robert L. Kelly

Vice President, Regulatory Strategy
Suburban Water Systems

CALIFORNIA PUBLIC UTILITIES COMMISSION
DIVISION OF WATER AND AUDITS

Advice Letter Cover Sheet

Utility Name:	Suburban Water Systems	**Date Mailed to Service List:**	May 7, 2024
District:	n/a		
CPUC Utility #:	U – 339-W	**Protest Deadline (20th Day):**	May 27, 2024
Advice Letter #:	403-W	**Review Deadline (30th Day):**	June 6, 2024
Tier:	☒ 1 ☐ 2 ☐ 3 ☒ Compliance	**Requested Effective Date:**	May 7, 2024
Authorization:		**Rate Impact:**	n/a
Description:	Information on Suburban's lease-out of Central Basin water production rights, in compliance with D.21-10-024		

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:	Kiki Carlson	**Utility Contact:**	Carmelitha Bordelon
Phone:	(626) 543-2553	**Phone:**	(626) 543-2547
Email:	Kiki.carlson@nexuswg.com	**Email:**	Carmelitha.bordelon@nexuswg.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: _____

Suburban Water Systems
1325 N. Grand Ave. Ste. 100, Covina, CA 91724-4044
Phone: 626.543.2500, Fax: 626.331.4848
www.swwc.com

VIA EMAIL

U-339-W

ADVICE LETTER NO. 403-W May 7, 2024

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Suburban Water Systems (Suburban) submits this Tier 1 Advice Letter to inform the Commission that Suburban proposes to lease out 500.00 acre-feet of Central Basin water production rights to Liberty Utilities Corporation through June 30, 2024.

This information is provided to the Commission in compliance with Decision (D.) 21-10-024, Decision Approving and Adopting Settlement Agreement, Resolving Remainder of Disputed Issues and Authorizing Suburban Water Systems' General Rate Increases For 2021, 2022, and 2023 which adopted the settlement agreement.

Ordering Paragraph No. 2 of D.21-10-024 states:

> *The joint motion (filed on April 14, 2021) for adoption of the Settlement Agreement is granted, and the Settlement Agreement attached to this decision as Appendix A is approved and adopted.*

Appendix A, Revised Settlement Agreement Between Suburban Water Systems and the Public Advocates Office, section J (Water Rights Leases), first bullet point states:

> *Suburban will file a Tier 1 Advice Letter with the Commission before leasing its water rights out to other entities.*

A copy of the Water Right License and Agreement (Central Basin), and the signed agreement between Liberty Utilities Corporation and Suburban Water Systems have been included as Attachment B.

Tier Designation and Effective Date
This is a Tier 1 filing – the advice letter is a compliance advice letter.
Suburban requests that the advice letter is effective on May 7, 2024.

In compliance with Water Industry Rule 4.3 of General Order 96-B, a copy of this advice letter has been mailed or electronically transmitted to all interested and affected parties as detailed in Attachment A.

Response or Protest
Anyone may respond to or protest this advice letter. A response supports the filing and may contain information that proves useful to the Commission in evaluating the advice letter.
A protest objects to the advice letter in whole or in part and must set forth the specific grounds on which it is based. These grounds may be based upon the following:

(1) The utility did not properly serve or give notice of the advice letter; or
(2) The relief requested in the advice letter would violate statute or Commission order, or is not authorized by statute or Commission order on which the utility relies; or

(3) The analysis, calculations, or data in the advice letter contain material error or omissions; or
(4) The relief requested in the advice letter is pending before the Commission in a formal proceeding; or
(5) The relief requested in the advice letter requires consideration in a formal hearing, or is otherwise inappropriate for the advice letter process; or
(6) The relief requested in the advice letter is unjust, unreasonable, or discriminatory (provided that such a protest may not be made where it would require re-litigating a prior order of the Commission).

A protest may not rely on policy objections to an Advice Letter (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. DWA must receive a response or protest via email (or postal mail) within 20 days of the date the AL is filed.
The addresses for submitting a response or protest are:

Email Address:	Mailing Address:
Water.Division@cpuc.ca.gov	California Public Utilities Commission Division of Water and Audits, 3rd Floor 505 Van Ness Avenue, San Francisco, CA 94102

On the same date any protest or response is submitted to the Water Division, the respondent or protestant must serve a copy of the protest or response to: Suburban Water Systems, Kiki Carlson, Regulatory Affairs Manager, 1325 N. Grand Ave., Suite 100, Covina, CA 91724-4044, and email kiki.carlson@nexuswg.com

Cities and counties that need Board of Supervisors or Board of Commissioners approval to protest should inform the Water Division, 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. Each reply must be received by the Division of Water and Audits within five 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 ten business days, contact Suburban Water Systems at (626) 543-2500.

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

Sincerely,

/s/Kiki Carlson

Kiki Carlson
Regulatory Affairs Manager

Enclosures

Attachment A

SUBURBAN WATER SYSTEMS
Distribution List

Water.division@cpuc.ca.gov

Alison.Pafford@cpuc.ca.gov

The Public Advocates Office
California Public Utilities Commission
Richard.Raushmeier@cpuc.ca.gov
Hani.Moussa@cpuc.ca.gov
PublicAdvocatesWater@cpuc.ca.gov

Attachment B

WATER RIGHT LICENSE AND AGREEMENT

(Central Basin)

For a valuable consideration, Suburban Water Systems (Licensor) hereby grants to Liberty Utilities Corporation (Licensee): a license to extract 500 acre-feet of Licensor's Allowed Pumping Allocation allocated to Licensor (or predecessors in interest) under and pursuant to Judgment dated October 11, 1965, and entered in Los Angeles Superior Court Case No. 786,656 entitled "Central and West Basin Water Replenishment District vs. Charles E. Adams, et al." during the period commencing July 1, 20 23 and continuing to and including June 30, 20 24.

Said License is granted subject to the following conditions:

1. Licensee shall exercise said right and extract the same on behalf of Licensor during the period above specified and put the same to beneficial use and Licensee shall not by the exercise hereunder of said right acquire any right to extract water independent of the rights of Licensor.

2. Licensee shall pay assessments levied on the pumping of said ground waters by the Water Replenishment District of Southern California (District).

3. Licensee shall notify the District that said pumping was done pursuant to this license and provide the District with a copy of this signed document.

4. Licensee shall note, in any recording of water production for the period of agreement that said pumping was done pursuant to this license.

5. Licensee's Allowed Pumping Allocation with flex (shall, with flex)(shall not, without flex) be increased by the amount hereby leased when computing carryover or allowable overextraction as provided by Part III, Subpart A and B in said Judgment.

Suburban Water Systems warrants that it has 500 acre-feet of Allowed Pumping Allocation and that it has not pumped and will not pump or permit or license any other person to pump any part of said 500 acre-feet during the period of July 1, 20 23 through June 30, 20 24.

This lease may signed by the parties by facsimile, electronic or digital signature, and such signature shall be deemed valid and binding on the party signing this lease in that manner.

Dated : 04/15/2024

Licensor :	Suburban Water Systems	Licensee :	Liberty Utilities Corporation
Signed By :	Craig Gott FE161386726808B3BAA39C0FB6235BB0 contractworks	Signed By :	Edward Jackson
Title :	President	Title :	President, California

Suburban Water Systems
A SouthWest Water Company

1325 N. Grand Avenue
Suite 100
Covina, CA 91724-4044
Phone 626.543.2500
Fax 626.331.4848
www.swwc.com

April 15, 2024

Gabriel Gomez
Operations Manager
Liberty Utilities (California)
9750 Washburn Road
Downey, CA 90241

Re: Water Lease Offer to Liberty Utilities from Suburban Water Systems

Dear Mr. Gomez,

Suburban Water Systems ("Licensor") has agreed to lease 500 acre-feet with Flex of Licensor's allowed pumping allocation in the Central Groundwater Basin for the Water Year 2023-24 for $[redacted] per acre foot. Licensor acknowledges that the terms of this transaction and require the filing of the "Water Right License and Agreement" form with the Central Basin Watermaster. The total amount of the price would be:

500 Acre Feet with Flex for Water Year 2023-24@ [redacted]/AF = $[redacted]

Following the execution of this transaction by an authorized representative of each party, Licensor shall invoice Licensee for the amount agreed upon as set forth below and seek acknowledgment from the Central Basin Watermaster. In addition, Licensee agrees to pay Licensor and Licensor agrees to accept from Licensee one lump sum payment of USD $[redacted] representing 500 Acre Feet with Flex for Water Year 2023-24 @ $[redacted]/AF. Such payment shall be received by Licensor no later than thirty (30) days after this transaction is fully executed and shall be issued to "Suburban Water Systems" and mailed to: Suburban Water Systems, 1325 N. Grand Avenue, Suite 100, Covina, California 91724-4044, Attn: Carolyn Castellanos, Administrative Executive Assistant, or her successor.

Should you agree with the foregoing, please date and sign below. Thank you for your consideration with respect to this matter.

Sincerely,
SUBURBAN WATER SYSTEMS
Craig Gott
By: FE161386726808B3BAA39C0FB6235BB0 contractworks
Name: Craig Gott
Title: President, Suburban Water Systems

Accepted and agreed to
this 29 day of April, 2024

LIBERTY UTILITIES

By: Edward Jackson
Name: Edward Jackson
Title: President, California

DECLARATION SUPPORTING CONFIDENTIAL DESIGNATION ON BEHALF OF SUBURBAN WATER SYSTEMS FOR ADVICE LETTER 403-W

I, Carmelitha Bordelon, declare and state:

1. I am Director, Regulatory Affairs of Suburban Water Systems. I am an officer of Suburban Water Systems.

2. I have reviewed and/or am familiar with the materials contained in Suburban Water System's Advice Letter 403-W. That document is a Tier 1 Advice Letter submitted to inform the California Public Utilities Commission that Suburban Water System has entered into an agreement to lease out 500 acre feet of Central Basin water production rights to Liberty Utilities Corporation. As relevant here, a copy of the *Water Right License and Agreement (Central Basin)* has been included as Attachment B to Advice Letter 403-W and contains specific pricing information regarding this lease of Suburban Water System's water rights. It is the position of Suburban Water Systems that confidential treatment of the referenced information is warranted pursuant to the statutory and regulatory authorities specified in Paragraph 4 of this Declaration.

3. I have personal knowledge of the facts and representations of fact stated in this Declaration and if called upon to testify could and would so competently, except such facts or representations as are stated to be based on upon information and belief, and as to those matters, I believe them to be true.

4. Listed below are references to information and data for which Suburban Water Systems is seeking confidentiality protection and the basis for Suburban Water Systems' confidentiality request.

Location of Confidential Information	Description of Information that is Confidential	Basis for Confidentiality Claim
Suburban Water Systems Advice Letter 403-W, Attachment B, *Water Right License and Agreement (Central Basin)*, p. 2 (only information identified as confidential on the page).	The *Water Right License and Agreement (Central Basin)* attached as Attachment B to Suburban Water System's Advice Letter 403-W contains specific pricing information regarding this lease of Suburban Water System's water rights in the Central Basin groundwater basin, including both the total dollar amount for this water rights lease and the cost per acre-foot of water. As explained herein, the public interest served by not disclosing the records clearly outweighs the public interest served by disclosure of the record. The Central Basin groundwater basin was adjudicated in 1965, with groundwater pumpers being adjudicated water rights based on their production at that time. Suburban Water System holds a certain amount of water rights in the Central Basin. The Central Basin groundwater judgment allows water rights holders to transfer water rights between parties. When Suburban Water Systems has excess water rights in a given water year that it will not be utilizing, it is able to lease out the unused water rights on a temporary basis for compensation. Under the settlement agreement adopted in D.21-10-024, "Beginning with its next [General Rate Case ("GRC")] period and continuing in subsequent GRC cases, Suburban will forecast funds for any unused owned water rights during that GRC period in its RO Model as a reduction to revenue requirement based on the number of unused acre feet multiplied by the most recent recorded lease price for the type of unused rights at the time of the GRC filing." Thus, the compensation received by Suburban Water System through water right leases provides a benefit to its customers and the public by potentially reducing the revenue requirement on which customer rates are established. There is no set formula for the price at which water rights in the Central Basin are leased. Instead, the price of leased water rights in the Central Basin is typically negotiated in between two parties in an	Gov. Code § 6255(a).

	arms-length transaction based on the competitive market, the unique circumstances of each of the parties, and the underlying conditions of groundwater supplies in the Central Basin. In many of these such transactions in the Central Basin, the price of leased water rights is not publicly disclosed. While Suburban acknowledges that in past advice letters it inadvertently submitted copies of water right lease agreements to the California Public Utilities Commission disclosing pricing information publicly, confidential treatment of the pricing information here and in future water rights lease agreements is justified given the increasingly competitive market for water rights leases in the Central Basin. Keeping the pricing information for Suburban Water System's water rights leases confidential moving forward would allow it to more effectively obtain better prices for future water rights leases by giving it an information advantage in negotiations with other parties seeking to lease unused water rights. This in turn benefits customers by potentially reducing Suburban Water Systems revenue requirement in future General Rate Cases, as explained above. The public interest served by disclosure of this pricing information would be minimal, as Suburban Water Systems is providing an unredacted copy of the document to the California Public Utilities Commission staff disclosing the pricing information. Thus, the unredacted pricing information is available to staff to review when analyzing Suburban Water System's future General Rate Cases and other filings involving this and other water rights leases. Accordingly, the public interest served by not disclosing the non-public water rights lease pricing data in the document here clearly outweigh the minimal public interest served by disclosure of such data. Keeping such information non-public will help Suburban obtain better pricing term in future Central Basin water rights leases, to the benefit of customers and the public. For these reasons, the portions of the record should be treated as confidential and are exempt from disclosure under the California Public Records Act.	

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 7, 2024 at Covina, California.

/s/Carmelitha Bordelon

Carmelitha Bordelon

Director, Regulatory Affairs
Suburban Water Systems

Attachment 5:

Liberty Park Water Quality Report on PFAS

Well 28B
PS Code: 1910211-016-016

		5/16/2019	8/14/2019	11/13/2019	2/5/2020	QRAA
Analyte	Units	Result	Result	Result	Result	Result
PFHxS	ppt	9.9	11	11	11	
PFOA	ppt	10	11	8.9	11	10.225
PFOS	ppt	57	70	62	56	61.25
PFBS	ppt	ND	2.7	3.2	3.2	
PFNA	ppt	ND	2.9	3.2	2.7	

		2/5/2020	5/14/2020	8/26/2020	11/4/2020	QRAA
Analyte	Units	Result	Result	Result	Result	Result
PFHxS	ppt	11	8.8	10	10	
PFOA	ppt	11	9	11	9.9	10.225
PFOS	ppt	56	48	55	53	53
PFBS	ppt	3.2	2.7	3.2	3.5	
PFNA	ppt	2.7	2.3	2.6	2.5	

		2/4/2021	5/7/2021	8/5/2021	11/19/2021	QRAA
Analyte	Units	Result	Result	Result	Result	Result
PFHxS	ppt	9.8	10	10	8.8	
PFOA	ppt	11	11	13	11	11.5
PFOS	ppt	52	56	64	50	55.5
PFBS	ppt	3.4	3.6	3.8	3.4	
PFNA	ppt	2.6	2.5	2.5	ND	
PFHpA	ppt	ND	ND	1.7	ND	

		2/11/2022	5/5/2022	8/4/2022	11/3/2022	QRAA
Analyte	Units	Result	Result	Result	Result	Result
PFHxS	ppt	9.2	9.7	9.3	8.6	
PFOA	ppt	12	12	12	12	12
PFOS	ppt	56	59	51	53	54.75
PFBS	ppt	3.6	4.2	4.2	4	
PFNA	ppt	2.4	2.3	2.3	2.4	
PFHpA	ppt	1.9	ND	ND	ND	
PFHxA	ppt	1.8	2	2.2	2.2	

		3/9/2023	5/4/2023	8/3/2023	11/15/2023	QRAA
Analyte	Units	Result	Result	Result	Result	Result

PFHxS	ppt	10	9.7	8.8	9.8	
PFOA	ppt	13	14	13	14	13.5
PFOS	ppt	50	58	52	60	55
PFBS	ppt	4.9	5.1	4.3	5.3	
PFNA	ppt	2.7	2.6	2.3	2.7	
PFHpA	ppt	ND	ND	ND	2.8	
PFHxA	ppt	2.8	3	3	3.7	
PFBA	ppt	8.6	8	7.4	8.2	
PFPeA	ppt	2.8	3.4	3.4	5	

		2/14/2024
Analyte	**Units**	**Result**
PFHxS	ppt	9.4
PFOA	ppt	14
PFOS	ppt	54
PFBS	ppt	5.2
PFNA	ppt	2.6
PFHpA	ppt	2.2
PFHxA	ppt	4.1
PFBA	ppt	8.1
PFPeA	ppt	4.6

Well 40B
PS Code: 1910211-024-024

		5/16/2019	8/14/2019	8/13/2019	2/5/2020	QRAA
Analyte	Units	Result	Result	Result	Result	Result
PFOS	ppt	22	22	21	20	21.25
PFHxS	ppt	ND	5.6	6.1	5.4	
PFOA	ppt	ND	4	3.4	3.6	2.75

		2/5/2020	5/14/2020	8/26/2020	11/4/2020	QRAA
Analyte	Units	Result	Result	Result	Result	Result
PFOS	ppt	20	19	20	20	19.75
PFHxS	ppt	5.4	5.2	5.4	5.5	
PFOA	ppt	3.6	3.5	3.7	3.2	3.5

		2/4/2021	5/7/2021	8/5/2021	11/3/2021	QRAA
Analyte	Units	Result	Result	Result	Result	Result
PFOS	ppt	18	20	22	19	19.75
PFHxS	ppt	5	5.6	5.1	5.4	
PFOA	ppt	3.4	3.5	3.8	3.1	3.45

		2/11/2022	5/5/2022	8/4/2022	11/3/2022	QRAA
Analyte	Units	Result	Result	Result	Result	Result
PFOS	ppt	20	21	20	21	20.5
PFHxS	ppt	5	5.4	5.1	4.9	
PFOA	ppt	3.7	3.6	3.1	2.9	3.325

Well 40D
PS Code: 1910211-025-025

		3/9/2023	5/4/2023	8/3/2023	11/15/2023	QRAA
Analyte	Units	Result	Result	Result	Result	Result
PFHxS	ppt	6.6	6	6.3	6.5	
PFOA	ppt	2.6	2.2	2.2	2.6	2.4
PFOS	ppt	26	26	24	28	26
PFBS	ppt	ND	ND	ND	ND	
PFNA	ppt	2.1	ND	ND	2	
PFBA	ppt	4.3	3.5	3.3	3.7	
PFHxA	ppt	ND	ND	ND	ND	

		2/14/2024
Analyte	Units	Result
PFHxS	ppt	6.5
PFOA	ppt	2.6
PFOS	ppt	28
PFBS	ppt	ND
PFNA	ppt	ND
PFBA	ppt	3.7
PFHxA	ppt	ND

Well 41A
PS Code: 1910211-026-026

		5/16/2019	8/14/2019	11/13/2019	2/5/2020	QRAA
Analyte	Units	Result	Result	Result	Result	Result
PFHxS	ppt	8.8	9.3	11	8.6	
PFOA	ppt	12	15	14	14	13.75
PFOS	ppt	45	62	36	46	47.25
PFBS	ppt	ND	5.3	6	5.2	
PFHpA	ppt	ND	2.3	2	2.1	
PFHxA	ppt	ND	3.1	3.8	3.4	
PFNA	ppt	ND	3.2	2.6	2.9	

		2/5/2020	5/14/2020	8/26/2020	11/4/2020	QRAA
Analyte	Units	Result	Result	Result	Result	Result
PFHxS	ppt	8.6	6.7	7.5	7.1	
PFOA	ppt	14	10	11	10	11.25
PFOS	ppt	46	36	40	37	39.75
PFBS	ppt	5.2	4.4	5.1	4.8	
PFHpA	ppt	2.1	ND	2.1	ND	
PFHxA	ppt	3.4	3.1	3.6	3.4	
PFNA	ppt	2.9	2.3	2.3	2.2	

		2/4/2021	5/7/2021	8/5/2021	11/3/2021	QRAA
Analyte	Units	Result	Result	Result	Result	Result
PFHxS	ppt	7.3	8.3	7.6	8.2	
PFOA	ppt	13	14	14	13	13.5
PFOS	ppt	43	46	50	47	46.5
PFBS	ppt	5.7	6.2	6.1	6.4	
PFHpA	ppt	2.5	2.74	3	2.6	
PFHxA	ppt	4.7	5.4	5.2	5.6	
PFNA	ppt	2.6	2.9	2.8	2.6	

		2/11/2022	5/5/2022	8/4/2022	11/3/2022	QRAA
Analyte	Units	Result	Result	Result	Result	Result
PFHxS	ppt	7.9	7.4	7.2	5.9	
PFOA	ppt	15	14	14	11	13.5
PFOS	ppt	48	47	46	38	44.75
PFBS	ppt	6.2	6.9	7.1	5	
PFHpA	ppt	3.2	3	3.1	2.5	
PFHxA	ppt	6	6.9	7.2	5.7	
PFNA	ppt	3	2.8	2.8	2.4	

		3/9/2023	5/4/2023	8/3/2023	11/15/2023	QRAA
Analyte	Units	Result	Result	Result	Result	Result
PFHxS	ppt	7.5	7.3	6.3	7	
PFOA	ppt	15	15	15	15	15
PFOS	ppt	41	43	40	44	42
PFBS	ppt	7.9	7.6	7.2	8	
PFHpA	ppt	ND	3.2	3.2	3.8	
PFHxA	ppt	8.9	9.2	8.8	9.8	
PFNA	ppt	3.1	3	2.8	3.1	
PFBA	ppt	8.7	8.2	7.5	8.3	
PFPeA	ppt	9.3	11	11	14	

		2/14/2024
Analyte	Units	Result
PFHxS	ppt	6.5
PFOA	ppt	16
PFOS	ppt	36
PFBS	ppt	8.3
PFHpA	ppt	3.6
PFHxA	ppt	12
PFNA	ppt	3
PFBA	ppt	8.5
PFPeA	ppt	13

Well 46C
PS Code: 1910211-031-031

2019

		5/16/2019	8/14/2019	11/13/2019	2/5/2020	QRAA
Analyte	**Units**	**Result**	**Result**	**Result**	**Result**	**Result**
PFHxS	ppt	10	11	12	10	
PFOA	ppt	11	13	11	12	11.75
PFOS	ppt	43	58	38	47	46.5
PFBS	ppt	ND	3	3.1	3.1	
PFHpA	ppt	ND	2.1	ND	ND	
PFHxA	ppt	ND	2.2	2.6	2.4	
PFNA	ppt	ND	2	2.3	2	

		2/5/2020	5/22/2020	8/26/2020	11/4/2020	QRAA
Analyte	**Units**	**Result**	**Result**	**Result**	**Result**	**Result**
PFHxS	ppt	10	ND	9.6	9.4	
PFOA	ppt	12	3	11	10	9
PFOS	ppt	47	9.7	44	41	35.425
PFBS	ppt	3.1	ND	2.7	2.6	
PFHpA	ppt	ND	ND	2	ND	
PFHxA	ppt	2.4	ND	2.5	2.5	
PFNA	ppt	2	ND	ND	ND	

		2/4/2021	5/7/2021	8/5/2021	11/3/2021	QRAA
Analyte	**Units**	**Result**	**Result**	**Result**	**Result**	**Result**
PFHxS	ppt	9.2	10	9.9	9.9	
PFOA	ppt	11	11	13	11	11.5
PFOS	ppt	43	45	52	44	46
PFBS	ppt	2.8	2.9	3.1	2.9	
PFHpA	ppt	ND	2	2.4	2.1	
PFHxA	ppt	2.5	2.6	2.6	2.6	
PFNA	ppt	ND	ND	1.8	ND	

		2/11/2022	5/5/2022	8/4/2022	11/3/2022	QRAA
Analyte	**Units**	**Result**	**Result**	**Result**	**Result**	**Result**
PFHxS	ppt	10	10	10	9.5	
PFOA	ppt	12	13	13	12	12.5
PFOS	ppt	48	51	50	46	48.75
PFBS	ppt	3.2	3.4	3.6	3.4	
PFHpA	ppt	2.4	2.5	2.3	2.2	

PFHxA	ppt	2.6	3.1	3.2	2.9	
PFNA	ppt	1.8	1.7	1.8	1.8	

		3/9/2023	5/4/2023	8/3/2023	11/15/2023	QRAA
Analyte	Units	Result	Result	Result	Result	Result
PFHxS	ppt	10	9.6	9.1	9.1	
PFOA	ppt	15	14	14	14	14.25
PFOS	ppt	45	51	45	50	47.75
PFBS	ppt	4.2	4.2	4.1	5	
PFHpA	ppt	ND	2.8	2.7	3.2	
PFHxA	ppt	4	4	4.2	4.5	
PFNA	ppt	ND	2	ND	2.1	
PFBA	ppt	7.3	7.2	6.8	7.3	
PFPeA	ppt	3.9	4.1	4.5	5.8	

		2/14/2024
Analyte	Units	Result
PFHxS	ppt	10
PFOA	ppt	16
PFOS	ppt	50
PFBS	ppt	5.4
PFHpA	ppt	3.2
PFHxA	ppt	5.9
PFNA	ppt	2.2
PFBA	ppt	7.6
PFPeA	ppt	5.9

Well 9D
PS Code: 1910161-016-016

NO PFAS DETECTIONS

Well 4B
PS Code: 1910161-005-005

Note: Data from UCMR5 Monitoring

2/12/2024		
Analyte	**Units**	**Result**
PFHxS	ppt	4.8
PFOA	ppt	5
PFOS	ppt	17

Well 19C
PS Code: 1910021- 016-016

NO PFAS DETECTIONS

Well 12C
PS Code: 1910021- 018-018

NO PFAS DETECTIONS

Attachment 6:

Liberty Park Pumped Water Status as of June 30th, 2024

LIBERTY UTILITIES (PARK WATER) 2024
PUMPED WATER AND ELECTRIC TOTALS

		Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sept	Oct	Nov	Dec	YTD Total
Bellflower-Norwalk System														
Well #6E Totalizer	Beg. Read	**938,814**	938,814	938,814	938,814	938,814	938,814	0	0	0	0	0	0	
	End Read	938,814	938,814	938,814	938,814	938,814								
Gallons Pumped		***0***	***0***	***0***	***0***	***0***								**0**
Well 6E Electric	Beg. Read	**5,085**	5,117	5,547	5,582	5,614	5,699	0	0	0	0	0	0	**32,644**
	End Read	5,117	5,547	5,582	5,614	5,699								**27,559**
kWh Used	kWh	32	430	35	32	85								**614**
AF Produced	**Acre Ft.**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**-**
kWh Ratio	kWh/AF	0	0	0	0	0	0	0	0	0	0	0	0	**#DIV/0!**
Well #28B Totalizer	Beg. Read	**509,847**	509,847	509,847	509,847	509,847	509,847	0	0	0	0	508,847	0	
	End Read	509,847	509,847	509,847	509,847	509,847								
Gallons Pumped		***0***	***0***	***0***	***0***	***0***								**0**
Well 28B Electric	Beg. Read	**391,730**	392,105	392,472	392,879	393,308	393,781	0	0	0	0	0	0	**2,356,275**
	End Read	392,105	392,472	392,879	393,308	393,781								
kWh Used	kWh	375	367	407	429	473								**2,051**
AF Produced	**Acre Ft.**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**-**
kWh Ratio	kWh/AF	0	0	0	0	0	0	0	0	0	0	0	0	**#DIV/0!**
Tank #29J Electric														
	Beg. Read	**10,528**	10,602	10,671	10,745	10,816	10,887	0	0	0	0	0	0	
	End Read	10,602	10,671	10,745	10,816	10,887								
kWh (multiplier = 80)	kWh	5,920	5,520	5,920	5,680	5,680								**28,720**
Well #40B Totalizer	Beg. Read	**727,009**	727,009	727,009	727,009	727,009	727,009	0	0	0	0	0	0	
	End Read	**727,009**	727,009	727,009	727,009	727,009								
Gallons Pumped		***0***	***0***	***0***	***0***	***0***								**0**
Well 40B Electric	Beg. Read	**500,193**	500,195	500,197	500,199	500,201	500,204	0	0	0	0	0	0	**3,001,189**
	End Read	500,195	500,197	500,199	500,201	500,204								**2,500,996**
kWh (multiplier = 30)	kWh	60	60	60	60	90								**330**
AF Produced	**Acre Ft.**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**-**
kWh Ratio	kWh/AF	0	0	0	0	0	0	0	0	0	0	0	0	**#DIV/0!**
Well #40D Totalizer	Beg. Read	**1,177,691**	1,196,641	1,213,221	1,232,392	1,251,345	1,270,566	0	0	0	0	0	0	
	End Read	1,196,641	1,213,221	1,232,392	1,251,345	1,270,566								
Gallons Pumped		***18,950,000***	***16,580,000***	***19,171,000***	***18,953,000***	***19,221,000***								**92,875,000**
Well 40D Electric	Beg. Read	**607,922**	656,336	699,757	749,571	798,416	847,600	0	0	0	0	0	0	**4,359,602**
	End Read	656,336	699,757	749,571	798,416	847,600								**3,751,680**
kWh Used	kWh	48,414	43,421	49,814	48,845	49,184								**239,678**
AF Produced	**Acre Ft.**	**58.16**	**50.88**	**58.83**	**58.16**	**58.99**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**285.02**
kWh Ratio	kWh/AF	832	853	847	840	834	0	0	0	0	0	0	0	**840.92**

LIBERTY UTILITIES (PARK WATER) 2024
PUMPED WATER AND ELECTRIC TOTALS

		Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sept	Oct	Nov	Dec	YTD Total
Well #41A Totalizer	Beg. Read	**1,625,164**	1,625,164	1,625,164	1,625,379	1,625,379	1,625,406	0	0	0	0	0	0	
	End Read	**1,625,164**	1,625,164	1,625,379	1,625,379	1,625,406								
Gallons Pumped		***0***	***0***	***215,000***	***0***	***27,000***								**242,000**
Well 41A Electric	Beg. Read	**460,197**	460,816	467,333	467,589	467,943	468,224	0	0	0	0	0	0	**2,792,102**
	End Read	460,816	467,333	467,589	467,943	468,224								**2,331,905**
kWh Used	kWh	619	6,517	256	354	281								**8,027**
AF Produced	**Acre Ft.**	**0.00**	**0.00**	**0.66**	**0.00**	**0.08**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.74**
kWh Ratio	kWh/AF	0	0	388	0	3,513	0	0	0	0	0	0	0	**10,847.30**
Well #46C Totalizer	Beg. Read	**1,998,699**	1,998,699	1,998,699	1,998,699	1,998,699	1,998,699	0	0	0	0	0	0	
	End Read	**1,998,699**	1,998,699	1,998,699	1,998,699	1,998,699								
Gallons Pumped		***0***	***0***	***0***	***0***	***0***								**0**
Well 46C Electric	Beg. Read	**6,942**	6,957	6,971	6,987	7,004	7,021	0	0	0	0	0	0	**41,882**
	End Read	6,957	6,971	6,987	7,004	7,021								**34,940**
kWh (multiplier = 40)	kWh	600	560	640	680	680				0				**3,160**
AF Produced	**Acre Ft.**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**-**
kWh Ratio	kWh/AF	0	0	0	0	0	0	0	0	0	0	0	0	**#DIV/0!**
B-N Totals	**kW Hours**	**56,020.00**	**56,875.00**	**57,132.00**	**56,080.00**	**56,473.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**282,580.00**
	Acre Ft.	**58.16**	**50.88**	**59.49**	**58.16**	**59.07**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**285.76**
Lynwood System		**Lynwood - Compton East System**												
Well #4B Totalizer	Beg. Read	**251,904**	267,963	282,494	298,859	315,451	336,079	0	0	0	0	0	0	
	End Read	267,963	282,494	298,859	315,451	336,079								
Gallons Pumped		***16,059,000***	***14,531,000***	***16,365,000***	***16,592,000***	***20,628,000***								**84,175,000**
Well 4B Electric	Beg. Read	**974,788**	1,001,886	1,026,549	1,053,195	1,080,446	1,112,913	0	0	0	0	0	0	**6,249,777**
	End Read	1,001,886	1,026,549	1,053,195	1,080,446	1,112,913								**5,274,989**
kWh Used	kWh	27,098	24,663	26,646	27,251	32,467								**138,125**
AF Produced	**Acre Ft.**	**49.28**	**44.59**	**50.22**	**50.92**	**63.31**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**258.32**
kWh Ratio	kWh/AF	550	553	531	535	513	0	0	0	0	0	0	0	**534.71**
Well #9D Totalizer	Beg. Read	**497,396**	517,660	536,291	555,957	576,009	596,085	0	0	0	0	0	0	
	End Read	517,660	536,291	555,957	576,009	596,085								
Gallons Pumped		***20,264,000***	***18,631,000***	***19,666,000***	***20,052,000***	***20,076,000***								**98,689,000**
Well 9D Electric	Beg. Read	**108,269**	109,106	108,269	110,692	111,519	112,356	0	0	0	0	0	0	**660,211**
	End Read	109,106	109,874	110,692	111,519	112,356								
kWh (Multiplier = 40)	kWh	33,480	30,720	96,920	33,080	33,480								**227,680**
AF Produced	**Acre Ft.**	**62.19**	**57.18**	**60.35**	**61.54**	**61.61**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**302.87**
kWh Ratio	kWh/AF	538	537	1,606	538	543	0	0	0	0	0	0	0	**751.74**
Lynwood Totals	**kW Hours**	**60,578**	**55,383**	**123,566**	**60,331**	**65,947**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**365,805.00**
	Acre Ft.	**111.47**	**101.77**	**110.57**	**112.46**	**124.92**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**561.19**
Compton West System														
Well #12C Totalizer	Beg. Read	**532,915**	538,430	546,753	555,786	565,835	577,126	0	0	0	0	0	0	
	End Read	538,430	546,753	555,786	565,835	577,126								
Gallons Pumped		***5,515,000***	***8,323,000***	***9,033,000***	***10,049,000***	***11,291,000***								**44,211,000**
Well 12C Electric	Beg. Read	**16,223**	16,377	16,591	16,810	17,051	17,326	0	0	0	0	0	0	**100,378**
	End Read	16,377	16,591	16,810	17,051	17,326								**84,155**
kWh Used	kWh	154	214	219	241	275								**1,103**
AF Produced	**Acre Ft.**	**16.92**	**25.54**	**27.72**	**30.84**	**34.65**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**135.67**
kWh Ratio	kWh/AF	9	8	8	8	8	0	0	0	0	0	0	0	**41.13**

LIBERTY UTILITIES (PARK WATER) 2024
PUMPED WATER AND ELECTRIC TOTALS

		Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sept	Oct	Nov	Dec	YTD Total
Well #19C Totalizer	Beg. Read	**5,310,748**	5,356,759	5,393,640	5,434,909	5,477,577	5,524,908	0	0	0	0	0	0	
	End Read	5,356,759	5,393,640	5,434,909	5,477,577	5,524,908								
Gallons Pumped		***46,011,000***	***36,881,000***	***41,269,000***	***42,668,000***	***47,331,000***								**214,160,000**
Well 19C Electric	Beg. Read	178,179	179,750	178,179	182,357	183,715	185,169	0	0	0	0	0	0	**1,087,349**
	End Read	179,750	180,988	182,357	183,715	185,169								**911,979**
kWh (Multiplier = 80)	kWh	125,680	99,040	334,240	108,640	116,320								**783,920**
AF Produced	**Acre Ft.**	**141.20**	**113.18**	**126.65**	**130.94**	**145.25**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**657.22**
kWh Ratio	kWh/AF	890	875	2,639	830	801	0	0	0	0	0	0	0	**1,192.78**
Tank #16A Electric														
	Beg. Read	311,459	314,013	316,514	319,232	321,852	324,513	0	0	0	0	0	0	
	End Read	314,013	316,514	319,232	321,852	324,513								
kWh Used	kWh	2,554	2,501	2,718	2,620	2,661								**13,054**
Compton Totals	**kW Hours**	**128,388**	**101,755**	**337,177**	**111,501**	**119,256**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**798,077**
	Acre Ft.	**158.12**	**138.72**	**154.37**	**161.78**	**179.90**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**792.89**
Production Total	**Gallons**	**106,799,000**	**94,946,000**	**105,719,000**	**108,314,000**	**118,574,000**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**534,352,000**
Production Total	**Acre Ft.**	**327.75**	**291.37**	**324.43**	**332.40**	**363.89**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**1,639.84**
System KWH Total	**kWh**	**244,986.00**	**214,013.00**	**517,875.00**	**227,912.00**	**241,676.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**1,446,462.00**
System kWh Ratio	**kWh/AF**	**747.48**	**734.51**	**1,596.26**	**685.66**	**664.15**								**882.08**

Prepared by: Gabriel Gomez Date: 6/4/2024

Reviewed by: Gabriel Gomez Date: 6/4/2024

LIBERTY UTILITIES (PARK WATER) 2024
PUMPED WATER AND ELECTRIC TOTALS

		Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sept	Oct	Nov	Dec	YTD Total
Bellflower-Norwalk System														
Well #6E Totalizer	Beg. Read	**938,814**	938,814	938,814	938,814	938,814	938,814	938,814	0	0	0	0	0	
	End Read	938,814	938,814	938,814	938,814	938,814	938,814							
Gallons Pumped		***0***	***0***	***0***	***0***	***0***	***0***							**0**
Well 6E Electric	Beg. Read	**5,085**	5,117	5,547	5,582	5,614	5,699	5,775	0	0	0	0	0	**38,419**
	End Read	5,117	5,547	5,582	5,614	5,699	5,775							**33,334**
kWh Used	kWh	32	430	35	32	85	76							**690**
AF Produced	**Acre Ft.**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**-**
kWh Ratio	kWh/AF	0	0	0	0	0	0	0	0	0	0	0	0	**#DIV/0!**
														-
Well #28B Totalizer	Beg. Read	**509,847**	509,847	509,847	509,847	509,847	509,847	509,852	0	0	0	508,847	0	
	End Read	509,847	509,847	509,847	509,847	509,847	509,852							
Gallons Pumped		***0***	***0***	***0***	***0***	***0***	***5,000***							**5,000**
Well 28B Electric	Beg. Read	**391,730**	392,105	392,472	392,879	393,308	393,781	394,325	0	0	0	0	0	**2,750,600**
	End Read	392,105	392,472	392,879	393,308	393,781	394,325							
kWh Used	kWh	375	367	407	429	473	544							**2,595**
AF Produced	**Acre Ft.**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.02**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.02**
kWh Ratio	kWh/AF	0	0	0	0	0	27,200	0	0	0	0	0	0	**129,750.00**
														-
Tank #29J Electric														
	Beg. Read	**10,528**	10,602	10,671	10,745	10,816	10,887	10,961	0	0	0	0	0	
	End Read	10,602	10,671	10,745	10,816	10,887	10,961							
kWh (multiplier = 80)	kWh	5,920	5,520	5,920	5,680	5,680	5,920							**34,640**
Well #40B Totalizer	Beg. Read	**727,009**	727,009	727,009	727,009	727,009	727,009	727,009	0	0	0	0	0	
	End Read	**727,009**	727,009	727,009	727,009	727,009	727,009							
Gallons Pumped		***0***	***0***	***0***	***0***	***0***	***0***							**0**
Well 40B Electric	Beg. Read	**500,193**	500,195	500,197	500,199	500,201	500,204	500,208	0	0	0	0	0	**3,501,397**
	End Read	500,195	500,197	500,199	500,201	500,204	500,208							**3,001,204**
kWh (multiplier = 30)	kWh	60	60	60	60	90	120							**450**
AF Produced	**Acre Ft.**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**-**
kWh Ratio	kWh/AF	0	0	0	0	0	0	0	0	0	0	0	0	**#DIV/0!**
														-
Well #40D Totalizer	Beg. Read	**1,177,691**	1,196,641	1,213,221	1,232,392	1,251,345	1,270,566	1,289,755	0	0	0	0	0	
	End Read	1,196,641	1,213,221	1,232,392	1,251,345	1,270,566	1,289,755							
Gallons Pumped		***18,950,000***	***16,580,000***	***19,171,000***	***18,953,000***	***19,221,000***	***19,189,000***							**112,064,000**
Well 40D Electric	Beg. Read	**607,922**	656,336	699,757	749,571	798,416	847,600	896,774	0	0	0	0	0	**5,256,376**
	End Read	656,336	699,757	749,571	798,416	847,600	896,774							**4,648,454**
kWh Used	kWh	48,414	43,421	49,814	48,845	49,184	49,174							**288,852**
AF Produced	**Acre Ft.**	**58.16**	**50.88**	**58.83**	**58.16**	**58.99**	**58.89**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**343.91**
kWh Ratio	kWh/AF	832	853	847	840	834	835	0	0	0	0	0	0	**839.91**
														-

LIBERTY UTILITIES (PARK WATER) 2024
PUMPED WATER AND ELECTRIC TOTALS

		Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sept	Oct	Nov	Dec	YTD Total
Well #41A Totalizer	Beg. Read	**1,625,164**	1,625,164	1,625,164	1,625,379	1,625,379	1,625,406	1,625,406	0	0	0	0	0	
	End Read	**1,625,164**	1,625,164	1,625,379	1,625,379	1,625,406	1,625,406							
Gallons Pumped		***0***	***0***	***215,000***	***0***	***27,000***	***0***							**242,000**
Well 41A Electric	Beg. Read	**460,197**	460,816	467,333	467,589	467,943	468,224	468,726	0	0	0	0	0	**3,260,828**
	End Read	460,816	467,333	467,589	467,943	468,224	468,726							**2,800,631**
kWh Used	kWh	619	6,517	256	354	281	502							**8,529**
AF Produced	**Acre Ft.**	**0.00**	**0.00**	**0.66**	**0.00**	**0.08**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.74**
kWh Ratio	kWh/AF	0	0	388	0	3,513	0	0	0	0	0	0	0	**11,525.68**
														-
Well #46C Totalizer	Beg. Read	**1,998,699**	1,998,699	1,998,699	1,998,699	1,998,699	1,998,699	1,998,699	0	0	0	0	0	
	End Read	**1,998,699**	1,998,699	1,998,699	1,998,699	1,998,699	1,998,699							
Gallons Pumped		***0***	***0***	***0***	***0***	***0***	***0***							**0**
Well 46C Electric	Beg. Read	**6,942**	6,957	6,971	6,987	7,004	7,021	7,042	0	0	0	0	0	**48,924**
	End Read	6,957	6,971	6,987	7,004	7,021	7,042							**41,982**
kWh (multiplier = 40)	kWh	600	560	640	680	680	840			0				**4,000**
AF Produced	**Acre Ft.**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**-**
kWh Ratio	kWh/AF	0	0	0	0	0	0	0	0	0	0	0	0	**#DIV/0!**
														-
B-N Totals	**kW Hours**	**56,020.00**	**56,875.00**	**57,132.00**	**56,080.00**	**56,473.00**	**57,176.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**339,756.00**
	Acre Ft.	**58.16**	**50.88**	**59.49**	**58.16**	**59.07**	**58.91**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**344.67**
Lynwood System		**Lynwood - Compton East System**												
Well #4B Totalizer	Beg. Read	**251,904**	267,963	282,494	298,859	315,451	336,079	356,154	0	0	0	0	0	
	End Read	267,963	282,494	298,859	315,451	336,079	356,154							
Gallons Pumped		***16,059,000***	***14,531,000***	***16,365,000***	***16,592,000***	***20,628,000***	***20,075,000***							**104,250,000**
Well 4B Electric	Beg. Read	**974,788**	1,001,886	1,026,549	1,053,195	1,080,446	1,112,913	1,143,796	0	0	0	0	0	**7,393,573**
	End Read	1,001,886	1,026,549	1,053,195	1,080,446	1,112,913	1,143,796							**6,418,785**
kWh Used	kWh	27,098	24,663	26,646	27,251	32,467	30,883							**169,008**
AF Produced	**Acre Ft.**	**49.28**	**44.59**	**50.22**	**50.92**	**63.31**	**61.61**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**319.93**
kWh Ratio	kWh/AF	550	553	531	535	513	501	0	0	0	0	0	0	**528.27**
														-
Well #9D Totalizer	Beg. Read	**497,396**	517,660	536,291	555,957	576,009	596,085	618,451	0	0	0	0	0	
	End Read	517,660	536,291	555,957	576,009	596,085	618,451							
Gallons Pumped		***20,264,000***	***18,631,000***	***19,666,000***	***20,052,000***	***20,076,000***	***22,366,000***							**121,055,000**
Well 9D Electric	Beg. Read	**108,269**	109,106	108,269	110,692	111,519	112,356	113,257	0	0	0	0	0	**773,468**
	End Read	109,106	109,874	110,692	111,519	112,356	113,257							
kWh (Multiplier = 40)	kWh	33,480	30,720	96,920	33,080	33,480	36,040							**263,720**
AF Produced	**Acre Ft.**	**62.19**	**57.18**	**60.35**	**61.54**	**61.61**	**68.64**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**371.51**
kWh Ratio	kWh/AF	538	537	1,606	538	543	525	0	0	0	0	0	0	**709.86**
														-
Lynwood Totals	**kW Hours**	**60,578**	**55,383**	**123,566**	**60,331**	**65,947**	**66,923**	**0**	**0**	**0**	**0**	**0**	**0**	**432,728.00**
	Acre Ft.	**111.47**	**101.77**	**110.57**	**112.46**	**124.92**	**130.25**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**691.44**
Compton West System														
Well #12C Totalizer	Beg. Read	**532,915**	538,430	546,753	555,786	565,835	577,126	588,063	0	0	0	0	0	
	End Read	538,430	546,753	555,786	565,835	577,126	588,063							
Gallons Pumped		***5,515,000***	***8,323,000***	***9,033,000***	***10,049,000***	***11,291,000***	***10,937,000***							**55,148,000**
Well 12C Electric	Beg. Read	**16,223**	16,377	16,591	16,810	17,051	17,326	17,595	0	0	0	0	0	**117,973**
	End Read	16,377	16,591	16,810	17,051	17,326	17,595							**101,750**
kWh Used	kWh	154	214	219	241	275	269							**1,372**
AF Produced	**Acre Ft.**	**16.92**	**25.54**	**27.72**	**30.84**	**34.65**	**33.56**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**169.23**
kWh Ratio	kWh/AF	9	8	8	8	8	8	0	0	0	0	0	0	**49.15**
														-

LIBERTY UTILITIES (PARK WATER) 2024
PUMPED WATER AND ELECTRIC TOTALS

		Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sept	Oct	Nov	Dec	YTD Total
Well #19C Totalizer	Beg. Read	**5,310,748**	5,356,759	5,393,640	5,434,909	5,477,577	5,524,908	5,580,410	0	0	0	0	0	
	End Read	5,356,759	5,393,640	5,434,909	5,477,577	5,524,908	5,580,410							
Gallons Pumped		***46,011,000***	***36,881,000***	***41,269,000***	***42,668,000***	***47,331,000***	***55,502,000***							**269,662,000**
Well 19C Electric	Beg. Read	178,179	179,750	178,179	182,357	183,715	185,169	186,819	0	0	0	0	0	**1,274,168**
	End Read	179,750	180,988	182,357	183,715	185,169	186,819							**1,098,798**
kWh (Multiplier = 80)	kWh	125,680	99,040	334,240	108,640	116,320	132,000							**915,920**
AF Produced	**Acre Ft.**	**141.20**	**113.18**	**126.65**	**130.94**	**145.25**	**170.33**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**827.55**
kWh Ratio	kWh/AF	890	875	2,639	830	801	775	0	0	0	0	0	0	**1,106.79**
														-
Tank #16A Electric														
	Beg. Read	311,459	314,013	316,514	319,232	321,852	324,513	327,052	0	0	0	0	0	
	End Read	314,013	316,514	319,232	321,852	324,513	327,052							
kWh Used	kWh	2,554	2,501	2,718	2,620	2,661	2,539							**15,593**
Compton Totals	**kW Hours**	**128,388**	**101,755**	**337,177**	**111,501**	**119,256**	**134,808**	**0**	**0**	**0**	**0**	**0**	**0**	**932,885**
	Acre Ft.	**158.12**	**138.72**	**154.37**	**161.78**	**179.90**	**203.89**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**996.78**
Production Total	**Gallons**	**106,799,000**	**94,946,000**	**105,719,000**	**108,314,000**	**118,574,000**	**128,074,000**	**0**	**0**	**0**	**0**	**0**	**0**	**662,426,000**
Production Total	**Acre Ft.**	**327.75**	**291.37**	**324.43**	**332.40**	**363.89**	**393.05**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**2,032.89**
System KWH Total	**kWh**	**244,986.00**	**214,013.00**	**517,875.00**	**227,912.00**	**241,676.00**	**258,907.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**1,705,369.00**
System kWh Ratio	**kWh/AF**	**747.48**	**734.51**	**1,596.26**	**685.66**	**664.15**	**658.71**							**838.89**
														-

Prepared by: Victor Ortiz Date: 7/2/2024

Reviewed by: Ken Pfister Date: 7/2/2024

Attachment 7:

Liberty Park Meter Replacement Schedule

Co.	11

Row Labels	Count of Account	Year	Age	Qty per Year
1900	**10**	1965	57	10
1966	**2**	1966	56	2
1968	**3**	1968	54	3
1969	**3**	1969	53	3
1972	**2**	1972	50	2
1974	**1**	1974	48	1
1975	**3**	1975	47	3
1976	**3**	1976	46	3
1977	**7**	1977	45	7
1978	**3**	1978	44	3
1979	**2**	1979	43	2
1980	**1**	1980	42	1
1981	**3**	1981	41	3
1982	**1**	1982	40	1
1983	**1**	1983	39	1
1984	**1**	1984	38	1
1985	**2**	1985	37	2
1987	**7**	1987	35	7
1988	**1**	1988	34	1
1989	**3**	1989	33	3
1990	**1**	1990	32	1
1991	**5**	1991	31	5
1992	**1**	1992	30	1
1993	**3**	1993	29	3
1994	**4**	1994	28	4
1995	**16**	1995	27	16
1996	**7**	1996	26	7
1997	**6**	1997	25	6
1998	**7**	1998	24	7
1999	**8**	1999	23	8
2000	**7**	2000	22	7
2001	**6**	2001	21	6
2002	**5**	2002	20	5
2003	**4**	2003	19	4
2004	**4**	2004	18	4
2005	**2**	2005	17	2
2006	**4**	2006	16	4
2007	**17**	2007	15	17
2008	**513**	2008	14	513
2009	**528**	2009	13	528
2010	**181**	2010	12	181
2011	**62**	2011	11	62
2012	**913**	2012	10	913
2013	**1297**	2013	9	1297

2014	**2937**	2014	8	2937
2015	**2836**	2015	7	2836
2016	**1384**	2016	6	1384
2017	**1386**	2017	5	1386
2018	**3994**	2018	4	3994
2019	**2583**	2019	3	2583
2020	**1716**	2020	2	1716
2021	**5054**	2021	1	5054
2022	**2629**	2022	0	2629
Grand Total	**28179**			28179

3133 Average Replacement for 3 years

3195.2 Average Replacement for 5 years

Attachment 8:

Liberty Park Downey Head Quarter Allocations

Liberty Park Water
Downey Office Building Allocation

Count of Job Title Allocation	**Total**	Number of Positions	Building Utilization	Land Utilization	Weighted Land Utilization	Weighted Average	
California	6	6	8%		6%	7%	
CalPeco	2	2	3%		2%	3%	Excludes from rates
Central Basin	39	39	49%	26%	62%	56%	
LABS	9	9	11%		8%	9%	Excludes from rates
Park Water	8	8	10%		7%	8%	
West Region	15	15	19%		15%	17%	
Grand Total	**79**	79	100%		100%	100%	

Job Title	Allocation
Specialist I, Customer Service	Central Basin
Specialist I, Customer Service	Central Basin
Supervisor II, Billing and Collections	West Region
Specialist I, Customer Service	Central Basin
Supervisor II, Billing (Water)	West Region
Representative I, Customer Service	Central Basin
Representative I, Customer Service	Central Basin
Representative I, Customer Service	Central Basin
Representative I, Customer Service	Central Basin
Specialist I, Billing	Central Basin
Senior Manager, Communications and Marketing	West Region
Coordinator II, Regional Communications	West Region
Coordinator I, Water Efficiency	Park Water
Program Manager I, Water Efficiency	Park Water
State President	California
Senior Director, Operations	Central Basin
Director, Customer Experience - West region	West Region
Senior Director, Engineering	California
Senior Director, IT	LABS
Director, Supply Chain	West Region
Program Manager II, Supplier Diversity	West Region
Manager, Supply Chain	Park Water
Accountant III	West Region
Manager, Finance	West Region
Analyst I, Technical Support	Park Water
Senior Manager, Engineering	Central Basin
Manager, Engineering Projects	Central Basin
Technician II, Engineering	Park Water
Senior Manager, GIS	West Region
Administrator II, Capital Projects	Central Basin
Engineer I	Park Water
Human Resources Generalist I	California
Senior Manager, Transformation - ERP	LABS
Manager, Rates and Regulatory Affairs	Park Water
Coordinator I, Rates and Regulatory Affairs	California
Analyst II, Rates and Regulatory Affairs	Park Water
Operator II - Water	Central Basin
Specialist II, Cross Connection Control	Central Basin
Operator I - Water	Central Basin
Operator I - Water	Central Basin
Supervisor II, Customer Field Service and Daytime Dispatch	Central Basin
Team Lead, Production	Central Basin
Operator II - Water	Central Basin
Team Lead, Operations	Central Basin
Operator II - Water	Central Basin
Supervisor II, Distribution	Central Basin
Supervisor II, Production - Water	Central Basin
Operator III - Water	Central Basin
Technician I, Meter Operations - Water	Central Basin
Technician I, Meter Operations - Water	Central Basin
Operator II - Water	Central Basin
Facility Manager	Central Basin
Manager, Water Quality	Central Basin
Technician I, Meter Operations - Water	Central Basin
Operator I - Water	Central Basin
Operator I - Water	Central Basin
Operator III - Water	Central Basin
Team Lead, Operations	Central Basin
Manager, Operations	Central Basin
Operator I - Water	Central Basin
Technician I, Meter Operations - Water	Central Basin
Coordinator I, Operations	Central Basin
Senior Manager, Rates and Regulatory Affairs	California
Capital Admin	CalPeco
Capital Admin	CalPeco
West Region President	West Region
Senior Director, Legal Services	West Region
Director, Rates and Regulatory Affairs	West Region
Director, Government Affairs	West Region
IT	LABS
IT	LABS
IT	LABS
IT	LABS
IT	LABS
IA	LABS

IT	LABS
Manager, Fleet	West Region
Director, Legal Services	California
Technician I, Meter Operations - Water	Central Basin

Attachment 9:

Begin Confidential Liberty Park Downey Head Office Layout

End **Confidential**:

Liberty Park Downey Head Office Layout

Attachment 10:

Job Descriptions

Job Title: Manager, Facilities

Our purpose is sustaining energy and water for life, and it is demonstrated in everything we do as a business, and as an employee team.
At Liberty, we hire passionate people who care about doing the right thing for our customers. We are entrepreneurial, creative, and outcome-focused. Here, your natural talent and achievements will flourish in an inclusive environment of teamwork, trust and continuous learning. We are always pursuing excellence to exceed our ambitions goals, rewarding both the goal outcome and how we achieve it.

Purpose

The Manager, Facilities collaborates with internal members to plan, develop, and implement an overall strategy for operational management and facility development, continuously striving to ensure the smooth operation of all of our head office facility, creating and maintaining the highest standard of quality and safety for those who work in our building. The role of this position as the first point of contact for the organization, primarily responsible for the general management and oversight of the office building, for the supervision of building superintendent and reception staff. Ensure that a superior level of co-operation, service and support is provided to employees in the office.

Accountabilities

- Drive strategy and direction for site operations consistent with corporate guidelines and vision; think globally, execute locally
- Support the creation and delivery of operational objectives, facilities services, programs and contracts in the portfolio
- Provide oversight to project activities
- Accountable for annual budget development, financial variance reports and operations analysis
- When applicable, assures capital projects, operations projects and reconfigurations are handled by facilities teams with outstanding customer service
- Further develops standards and procedures as business and customer needs evolve
- Partner with space management teams on new initiatives, site retrofits, etc
- Partner with procurement on opportunities to RFP and/or negotiate service contracts
- Manage/oversee the companies HSE responsibilities and ensure the company is and remains in compliance with safety standards, policies, guidelines
- Drive and support special projects and strategic initiatives for the portfolio
- Conducts regular, formal site condition inspections and develops solutions for systemic needs
- Instills regional collaboration to ensure consistency, lessons learned, and standard methodologies

Education and Experience

- College degree or Professional program of 3 years or less
- 5-10 years experience

Algonquin Power & Utilities Corp. is a growing renewable energy and utility company with over $15 billion of assets across North America and internationally.
For more than 30 years, Algonquin has demonstrated an unwavering commitment to delivering clean energy and water solutions. Our rapid growth has led both our regulated utility services and renewable energy business groups into different geographies and commodities, but our purpose remains unchanged – Sustaining Energy and Water for Life.
Through our operating business (Liberty), we provide regulated electricity, water, and natural gas utility services to over 1 million customer connections, primarily in North America. And, our growing portfolio of clean, renewable wind, solar, hydro and thermal power generation facilities represent over 3 GW of renewable generation capacity in operation and under construction.
With our robust, diversified, and growing presence in communities across North America and internationally, we are continually demonstrating our “Think Global, Act Local” business model.

What we offer
Company funded Pension program
401k with Company match
Full insurance benefits (helath/dental/vision/life)
Collaborative environment with a genuine flexible working policy
Share purchase/match plan
Defined Contribution savings plan
Top Talent Program
Volunteer paid days off
Employee Assistance Program
Achievement fund
Free parking, including free electrical charging

We are focused on building a diverse and inclusive workforce. If you are excited about this role and are not certain you meet the all the qualification requirements, we encourage you to apply to further investigate the opportunity.
We are an equal opportunity employer and value each person's unique background, diversity, experiences, perspectives and talents. Full participation of all employees in a safe, healthy and respectful environment is key to individual and company success. We are committed to fully utilizing the abilities of all of our employees and expect each of our employees to honor this commitment in their daily responsibilities.

Job Title: Senior Manager, Engineering

Our purpose is sustaining energy and water for life, and it is demonstrated in everything we do as a business, and as an employee team.
At Liberty, we hire passionate people who care about doing the right thing for our customers. We are entrepreneurial, creative, and outcome-focused. Here, your natural talent and achievements will flourish in an inclusive environment of teamwork, trust and continuous learning. We are always pursuing excellence to exceed our ambitions goals, rewarding both the goal outcome and how we achieve it.

Purpose

Manages and mentors CalPeco Engineering Department to provide high quality engineering services. Formulates and promotes engineering related guidelines and procedures to match and support the Company goals and principles. Guides the management staff in making sound engineering and financial decisions. Provides counsel to senior management as requested.

Accountabilities

- Manages CalPeco Engineering Department in order to provide quality engineering services that support the company goals and principles. Management responsibilities include establishing procedures and developing a successful team.
- Oversees the management of capital improvements including planning, budgeting, execution and administration, in order to meet Company objectives. Capital expenditure oversight responsibilities include advising management on capital needs and issues, providing accurate reporting and projections, ensuring that expenditures are being made for top priority and well justified needs, ensuring that company policy is being followed and managing funding approvals.
- Manages Engineering analysis and reports to aid management and staff in such things as long and short range planning, providing service for new development or improving utility system reliability.
- Provides oversight for the submission and approval of the capital improvement related portions of rate cases, including testifying where needed.
- Responsible for promoting sound asset management practices for the long-term sustainability of Company utility systems.
- Promotes advancements in, and the use of, technology to improve system safety and reliability, optimize workflow, and optimize record keeping and data integrity.
- Provides oversight and support for technological systems such as GIS, maintenance record keeping, mapping, and SCADA systems in support of management and operation of the capital facilities.
- Oversees engineering design services for capital improvements.
- Actively supports the Utility Supplier Diversity Program (USDP) to achieve the Program's objectives, and if granted procurement authority incorporates diverse business enterprises in the procurement process and works with the USDP coordinator on identifying USDP opportunities.
- Assists the management staff to set annual O&M budgets and work programs.
- Represents the Company at public and private meetings as directed by Company management and/or by established policy and assists in the public relations program of the Company.
- Assists the management staff in organizing the Company to provide effective communication with customers, employees, and the state regulatory agencies.
- Supervises, organizes, reviews, and evaluates the work of outside consultants and contractors.
- Supports Company strategic and tactical activities and initiatives, including safety, water quality, wildfire prevention, emergency response and preparedness.

- Performs various special projects and other duties that may be assigned by senior management.

Education and Experience

- Must possess a Bachelor of Science Degree in Electrical Engineering or a related Degree from an accredited four year college or university.
- A California Registered Professional Electrical Engineering License is preferred but not required for an otherwise highly qualified candidate.
- Must have a minimum of 10 years of technical experience in electric utility planning and engineering with a proven track record of extensive management experience.
- A Master of Science Degree in Engineering may be substituted for two years of technical service.
- #LI RJ

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Through our operating business (Liberty), we provide regulated electricity, water, and natural gas utility services to over 1 million customer connections, primarily in North America. And, our growing portfolio of clean, renewable wind, solar, hydro and thermal power generation facilities represent over 3 GW of renewable generation capacity in operation and under construction.
With our robust, diversified, and growing presence in communities across North America and internationally, we are continually demonstrating our "Think Global, Act Local" business model.
What we offer
Company funded Pension program
401k with Company match
Full insurance benefits (health/dental/vision/life)
Collaborative environment with a genuine flexible working policy
Share purchase/match plan
Defined Contribution savings plan
Top Talent Program
Volunteer paid days off
Employee Assistance Program
Achievement fund
Free parking, including free electrical charging

We are focused on building a diverse and inclusive workforce. If you are excited about this role and are not certain you meet the all the qualification requirements, we encourage you to apply to further investigate the opportunity.
We are an equal opportunity employer and value each person's unique background, diversity, experiences, perspectives and talents. Full participation of all employees in a safe, healthy and respectful environment is key to individual and company success. We are committed to fully utilizing the abilities of all of our employees and expect each of our employees to honor this commitment in their daily responsibilities.

Attachment 11:

Liberty's Expenses for Covid-19 Duplicate Error

Sum of ActualAmount									
Years	Object	Subsidiary	Description	Total		File Name	Tab	Cell	
2020	7095	3	Postemployment Costs	3,400.00		PW25 Expenses	5-Yr Avg	I517	
	7200	16	Public Relations Consulting	4,897.00		PW25 Expenses	5-Yr Avg	I475	
	7714	932	Equip Mt-General Plant	800.00		PW25 Expenses	5-Yr Avg	I262	
	7717	903	Oth-Cust Acct Rec/Coll	38,250.00		PW25 Expenses	5-Yr Avg	I154	
	7762	9301	Suppl/Parts-Inst/Cust Comm	6,390.95		PW25 Expenses	5-Yr Avg	I170	
	7780	(blank)	Uniforms	698.61		PW25 Expenses	5-Yr Avg	I95	
	8302	965	Parts & Suppl-Tools/Wk Cl	45,701.93	45,754.85	PW25 Expenses	5-Yr Avg	I367	91,456.78 Total to be adjusted in tab "5-Yr, cell I367
2020 Total				100,138.49					
2021	8302	965	Parts & Suppl-Tools/Wk Cl	3,966.68		PW25 Expenses	5-Yr Avg	J367	
2021 Total				3,966.68					
2022	8302	965	Parts & Suppl-Tools/Wk Cl	158.40		PW25 Expenses	5-Yr Avg	K367	
2022 Total				158.40					
Grand Total				104,263.57					

Note: See response to Question Q9b.

Liberty Park Water
COVID Related Expenses

Document T	Document N	DocumentCo	GL Date	ActualAmount	Post Status	BusinessU	ObjectAcco	Subsidiary	Description	Subledger	JE Explanation	BatchType	BatchNum	BatchDate	Remark	AddressNumber
PV	305587	04100	3/1/2020	6390.95	Posted	1122	7762	9301	Suppl/Parts-Inst/Cust Comm	W.00001099	USPS	V	302318	43922	Emerg. Dsstr Rlf Drct Mail	54206
JE	332173	01100	4/30/2020	1397	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	AP Accruals April 2020	G	302960	43955	KNS	0
JE	332262	01000	4/30/2020	-1397	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	COVID19 Exp Reclass	G	303142	43959	Parts & Suppl-Tools/Wk Cl	0
PV	306207	01100	5/1/2020	4897	Posted	1122	7200	16	Public Relations Consulting	W.00001099	ACP	V	303152	43960	Emergency Disaster Relief Plan	58936
PV	306417	01100	5/1/2020	5845	Posted	1110	7717	903	Oth-Cust Acct Rec/Coll	W.00001099	Paymentus Corporation	V	303293	43977	Fees for April 2020	59952
JE	332173	01100	5/1/2020	-1397	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	AP Accruals April 2020	G	302960	43955	KNS	0
JE	332262	01000	5/1/2020	1397	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	COVID19 Exp Reclass	G	303142	43959	Parts & Suppl-Tools/Wk Cl	0
PV	306692	01100	6/1/2020	629.08	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Total Quality Logistics	V	303563	43987	Shipped masks/gel to AZ	59722
PV	306693	01100	6/1/2020	862.79	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Total Quality Logistics	V	303563	43987	Ship masks.gel to Tahoe	59722
PV	307345	01100	6/1/2020	1117.88	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	SUNSET PRINTER	V	303755	44006	6 ft Signs	13000
PV	307347	01100	6/3/2020	635.82	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Total Quality Logistics	V	303755	44006	Masks	59722
PV	307502	01100	6/3/2020	4037	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	KNS Industrial Supply	V	303833	44012	Hand Sanitizer	59714
PV	307486	01100	6/23/2020	500	Posted	1119	7714	932	Equip Mt-General Plant	W.00001099	AeroClean	V	303833	44012	Disinfect vehicles	55157
JE	332682	01000	6/30/2020	-1117.88	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jun20	G	303987	44019	6 ft Signs	0
JE	332682	01000	6/30/2020	-4037	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jun20	G	303987	44019	Hand Sanitizer	0
JE	332682	01000	6/30/2020	-635.82	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jun20	G	303987	44019	Masks	0
JE	332682	01000	6/30/2020	-862.79	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jun20	G	303987	44019	Ship masks.gel to Tahoe	0
JE	332682	01000	6/30/2020	-629.08	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jun20	G	303987	44019	Shipped masks/gel to AZ	0
PV	307792	01100	7/1/2020	14572.5	Posted	1110	7717	903	Oth-Cust Acct Rec/Coll	W.00001099	Paymentus Corporation	V	304186	44033	Fees for June 2020	59952
JE	332682	01000	7/1/2020	1117.88	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jun20	G	303987	44019	6 ft Signs	0
JE	332682	01000	7/1/2020	4037	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jun20	G	303987	44019	Hand Sanitizer	0
JE	332682	01000	7/1/2020	635.82	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jun20	G	303987	44019	Masks	0
JE	332682	01000	7/1/2020	862.79	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jun20	G	303987	44019	Ship masks.gel to Tahoe	0
JE	332682	01000	7/1/2020	629.08	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jun20	G	303987	44019	Shipped masks/gel to AZ	0
PV	307671	01100	7/1/2020	1750	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	AeroClean	V	304139	44027	Fogging Germicide-vehicles	55157
PV	307791	01100	7/1/2020	878.9	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	OFFICE DEPOT	V	304186	44033	disenfecting wips	12245
PV	307834	01100	7/1/2020	87.96	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	ACME Workplace Safety Products	V	304211	44034	Sanitizing Wipes	59871
PV	308078	01100	7/1/2020	197.91	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	ACME Workplace Safety Products	V	304333	44046	Sanitizing Wipes	59871
PV	308093	01100	7/1/2020	983.07	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	ALTA FOODCRAFT COFFEE SERVICE	V	304337	44046	Sanitizing Wipes	13364
PV	308100	01100	7/16/2020	791.61	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Global Equipment Company	V	304337	44046	Clamps for Plexiglass	43918
JE	332810	01000	7/31/2020	5196.18	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	AP Accruals July 2020	G	304379	44047	TQL	0
JE	332901	04100	7/31/2020	-1117.88	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	6 ft Signs	0
JE	332901	04100	7/31/2020	-791.61	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Clamps for Plexiglass	0
JE	332901	04100	7/31/2020	-878.9	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	disenfecting wips	0
JE	332901	04100	7/31/2020	-1750	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Fogging Germicide-vehicles	0
JE	332901	04100	7/31/2020	-4037	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Hand Sanitizer	0
JE	332901	04100	7/31/2020	-635.82	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Masks	0
JE	332901	04100	7/31/2020	-1268.94	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Sanitizing Wipes	0
JE	332901	04100	7/31/2020	-862.79	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Ship masks.gel to Tahoe	0
JE	332901	04100	7/31/2020	-629.08	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Shipped masks/gel to AZ	0
JE	332901	04100	7/31/2020	-5196.18	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	TQL	0
PV	308535	01100	8/1/2020	3400	Posted	1101	7095	3	Postemployment Costs	W.00001099	Passport Health Los Angeles	V	304706	44069	Covid-19 PCR Screening	59965
PV	308374	01100	8/1/2020	14675	Posted	1110	7717	903	Oth-Cust Acct Rec/Coll	W.00001099	Paymentus Corporation	V	304650	44062	Fees for July 2020	59952
PV	308588	01100	8/1/2020	698.61	Posted	1112	7780		Uniforms	W.00001099	STATUS ONE MEDICAL, INC.	V	304752	44071	Gloves	13434
JE	332810	01000	8/1/2020	-5196.18	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	AP Accruals July 2020	G	304379	44047	TQL	0
JE	332901	04100	8/1/2020	1117.88	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	6 ft Signs	0
JE	332901	04100	8/1/2020	791.61	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Clamps for Plexiglass	0
JE	332901	04100	8/1/2020	878.9	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	disenfecting wips	0
JE	332901	04100	8/1/2020	1750	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Fogging Germicide-vehicles	0
JE	332901	04100	8/1/2020	4037	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Hand Sanitizer	0
JE	332901	04100	8/1/2020	635.82	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Masks	0
JE	332901	04100	8/1/2020	1268.94	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Sanitizing Wipes	0
JE	332901	04100	8/1/2020	862.79	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Ship masks.gel to Tahoe	0
JE	332901	04100	8/1/2020	629.08	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Shipped masks/gel to AZ	0
JE	332901	04100	8/1/2020	5196.18	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	TQL	0
PV	308874	01100	9/1/2020	300	Posted	1119	7714	932	Equip Mt-General Plant	W.00001099	AeroClean	V	305176	44097	Aug Carpet Cleaning COVID19	55157
PV	309049	01100	9/4/2020	446.11	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	KNS Industrial Supply	V	305299	44104	chain+stencil	59714
PV	309420	01100	10/1/2020	3157.5	Posted	1110	7717	903	Oth-Cust Acct Rec/Coll	W.00001099	Paymentus Corporation	V	305548	44117	Fees for August 2020	59952
PV	309789	01100	10/25/2020	157.54	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	BANK OF AMERICA	V	305823	44137	DR. BUILDING SIGN COVID	13926
PV	309789	01100	10/25/2020	99.21	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	BANK OF AMERICA	V	305823	44137	DR. MICROWVE RATES	13926
PV	310025	01100	11/1/2020	277.35	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	OFFICE DEPOT	V	306126	44153	Bleach	12245
PV	310205	01100	12/1/2020	300	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	AeroClean	V	306389	44174	Germicide/Decinfectant	55157
PV	310206	01100	12/1/2020	300	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	AeroClean	V	306389	44174	Germicide/Desinfectant	55157
PV	310257	01100	12/1/2020	522.5	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	SUNSET PRINTER	V	306400	44175	Social distancing signs	13000
JE	339925	01000	12/30/2020	31627.2	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Accruals for Interco Billings	G	306799	44203	COVID supplies accrual	0
JE	339925	01000	1/1/2021	-31627.2	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Accruals for Interco Billings	G	306799	44203	COVID supplies accrual	0
PV	310628	01100	1/1/2021	300	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	AeroClean	V	306888	44207	Carpets- Germicide/Disinfect	55157
PV	310628	01100	1/1/2021	60	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	AeroClean	V	306888	44207	Lysol	55157
PV	310629	01100	1/1/2021	160	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	AeroClean	V	306888	44207	Disinfectant- Unit 104	55157
PV	310630	01100	1/1/2021	150	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	AeroClean	V	306888	44207	Disinfectant- Unit 87	55157
PV	311282	01100	2/1/2021	300	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	AeroClean	V	307477	44251	Covid Disinfectant	55157
PV	311272	01100	2/6/2021	300	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	AeroClean	V	307476	44251	Covid Disinfectant	55157
JE	340568	04100	3/27/2021	31627.2	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	10-606 LUSC Direct	G	307945	44282	COVID costs	0
PV	312113	01100	4/3/2021	300	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	AeroClean	V	308127	44292	Carpet Cleaning April 2021	55157
PV	312788	01100	5/1/2021	98.97	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	OFFICE DEPOT	V	308708	44330	Bleach	12245
PV	312788	01100	5/1/2021	130.65	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	OFFICE DEPOT	V	308708	44330	Cleaner	12245
PV	312788	01100	5/1/2021	156.66	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	OFFICE DEPOT	V	308708	44330	Wipes	12245
PV	312684	01100	5/8/2021	300	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	AeroClean	V	308662	44326	Covid	55157
PV	313345	01100	6/10/2021	510.4	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	ACP	V	309192	44368	Decals Covid 19	58936
PV	313226	01100	6/12/2021	300	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	AeroClean	V	309150	44361	Covid	55157
PV	314154	01100	7/17/2021	300	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	AeroClean	V	309613	44396	Covid	55157
PV	314748	01100	8/14/2021	300	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	AeroClean	V	310024	44425	Carpet cleaning	55157
PV	315640	01100	10/2/2021	300	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	AeroClean	V	310822	44480	Disinfectant	55157
PV	317688	01100	2/1/2022	158.4	Posted	1112	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	OFFICE DEPOT	V	312536	44607	Lysol dis wipes	12245

104,263.57

Liberty Apple Valley
COVID Related Expenses Summary

Sum of ActualAmount				
Years	**Object**	**Subsidiary**	**Description**	**Total**
2020	**7712**	932	Janitorial-General Plant	900.00
	7717	903	Oth-Cust Acct Rec/Coll	31,447.50
		9301	Oth-Inst/Cust Communication	4,293.16
		932	Oth-Mt General Plant	1,297.81
	8302	965	Parts & Suppl-Tools/Wk Cl	20,925.02
2020 Total				**58,863.49**
2021	**7712**	932	Janitorial-General Plant	1,675.00
	8302	965	Parts & Suppl-Tools/Wk Cl	0.00
2021 Total				**1,675.00**
2022	**7712**	932	Janitorial-General Plant	250.00
2022 Total				**250.00**
Grand Total				**60,788.49**

File Name	Tab	Cell	Formula
AV25 Expenses	5-Yr Avg	I205	ROUND(I$4*((ExpenseDetail!I205-900)),0)
AV25 Expenses	5-Yr Avg	I130	ROUND(I$4*((ExpenseDetail!I130-31447.50)),0)
AV25 Expenses	5-Yr Avg	I134	ROUND(I$4*((ExpenseDetail!I134-4293.16)),0)
AV25 Expenses	5-Yr Avg	I226	ROUND(I$4*((ExpenseDetail!I226-1297.81)),0)
AV25 Expenses	5-Yr Avg	I298	ROUND(I$4*((ExpenseDetail!I298-20925.02)),0)
AV25 Expenses	5-Yr Avg	J205	ROUND(J$4*((ExpenseDetail!J205-1675)),0)
AV25 Expenses	5-Yr Avg	K205	ROUND(K$4*((ExpenseDetail!K205-250)),0)

Liberty Apple Valley
General Ledger Transactions Detail

Document Type	Document Number	Document Company	GL Date	Actual Amount	Post Status	Business Unit	Object Account	Subsidiary	Description	Subledger	JEExplanation	BatchType	BatchNumber	BatchDate	Remark	AddressNumber
JE	332020	04100	3/31/2020	524.16	Posted	4101	7717	9301	Oth-Inst/Cust Communication	W.00001099	AP Accruals March 2020	G	302394	43924	Daily Press	0
JE	332020	04100	4/1/2020	(524.16)	Posted	4101	7717	9301	Oth-Inst/Cust Communication	W.00001099	AP Accruals March 2020	G	302394	43924	Daily Press	0
JE	332171	04100	4/30/2020	3,769.00	Posted	4101	7717	9301	Oth-Inst/Cust Communication	W.00001099	AP Accruals April 2020	G	302956	43955	ACP	0
JE	332262	01000	4/30/2020	(3,769.00)	Posted	4101	7717	9301	Oth-Inst/Cust Communication	W.00001099	COVID19 Exp Reclass	G	303142	43959	Oth-Inst/Cust Communication	0
PV	306461	04100	5/1/2020	150.00	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Patel Janitorial Services	V	303303	43978	Extra Disinfecting May 20	59361
PV	306445	04100	5/1/2020	3,305.00	Posted	4110	7717	903	Oth-Cust Acct Rec/Coll	W.00001099	Paymentus Corporation	V	303294	43977	Transaction Fees April 2020	59952
JE	332171	04100	5/1/2020	(3,769.00)	Posted	4101	7717	9301	Oth-Inst/Cust Communication	W.00001099	AP Accruals April 2020	G	302956	43955	ACP	0
JE	332262	01000	5/1/2020	3,769.00	Posted	4101	7717	9301	Oth-Inst/Cust Communication	W.00001099	COVID19 Exp Reclass	G	303142	43959	Oth-Inst/Cust Communication	0
PV	306195	04100	5/1/2020	3,769.00	Posted	4101	7717	9301	Oth-Inst/Cust Communication	W.00001099	ACP	V	303151	43960	Emerg. Disaster Relief Plan	58936
JE	332517	01000	5/31/2020	(150.00)	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Reclass COVID Exp May20	G	303570	43987	Extra Disinfecting May 20	0
JE	332517	01000	5/31/2020	(3,305.00)	Posted	4110	7717	903	Oth-Cust Acct Rec/Coll	W.00001099	Reclass COVID Exp May20	G	303570	43987	Transaction Fees April 2020	0
JE	332492	04100	5/31/2020	1,069.00	Posted	4101	7717	9301	Oth-Inst/Cust Communication	W.00001099	AP Accruals May 2020	G	303532	43986	ACP	0
JE	332517	01000	5/31/2020	(1,069.00)	Posted	4101	7717	9301	Oth-Inst/Cust Communication	W.00001099	Reclass COVID Exp May20	G	303570	43987	ACP	0
JE	332517	01000	5/31/2020	(3,769.00)	Posted	4101	7717	9301	Oth-Inst/Cust Communication	W.00001099	Reclass COVID Exp May20	G	303570	43987	Emerg. Disaster Relief Plan	0
JE	332517	01000	6/1/2020	150.00	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Reclass COVID Exp May20	G	303570	43987	Extra Disinfecting May 20	0
JE	332517	01000	6/1/2020	3,305.00	Posted	4110	7717	903	Oth-Cust Acct Rec/Coll	W.00001099	Reclass COVID Exp May20	G	303570	43987	Transaction Fees April 2020	0
PV	307382	04100	6/1/2020	8,275.00	Posted	4110	7717	903	Oth-Cust Acct Rec/Coll	W.00001099	Paymentus Corporation	V	303760	44006	Transaction Fees May 2020	59952
JE	332492	04100	6/1/2020	(1,069.00)	Posted	4101	7717	9301	Oth-Inst/Cust Communication	W.00001099	AP Accruals May 2020	G	303532	43986	ACP	0
JE	332517	01000	6/1/2020	1,069.00	Posted	4101	7717	9301	Oth-Inst/Cust Communication	W.00001099	Reclass COVID Exp May20	G	303570	43987	ACP	0
JE	332517	01000	6/1/2020	3,769.00	Posted	4101	7717	9301	Oth-Inst/Cust Communication	W.00001099	Reclass COVID Exp May20	G	303570	43987	Emerg. Disaster Relief Plan	0
PV	307524	04100	6/1/2020	262.08	Posted	4101	7717	9301	Oth-Inst/Cust Communication	W.00001099	DAILY PRESS	V	303834	44013	Reveiw 3/10	12267
PV	307525	04100	6/1/2020	262.08	Posted	4101	7717	9301	Oth-Inst/Cust Communication	W.00001099	DAILY PRESS	V	303834	44013	Reveiew 3/24	12267
PV	307548	04100	6/1/2020	230.59	Posted	4118	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	BANK OF AMERICA	V	303842	44013	Hand Sanitizer Wipes	13926
JE	332682	01000	6/30/2020	(150.00)	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Reclass COVID Exp Jun20	G	303987	44019	Extra Disinfecting May 20	0
JE	332682	01000	6/30/2020	(3,305.00)	Posted	4110	7717	903	Oth-Cust Acct Rec/Coll	W.00001099	Reclass COVID Exp Jun20	G	303987	44019	Transaction Fees April 2020	0
JE	332682	01000	6/30/2020	(8,275.00)	Posted	4110	7717	903	Oth-Cust Acct Rec/Coll	W.00001099	Reclass COVID Exp Jun20	G	303987	44019	Transaction Fees May 2020	0
JE	332682	01000	6/30/2020	(3,769.00)	Posted	4101	7717	9301	Oth-Inst/Cust Communication	W.00001099	Reclass COVID Exp Jun20	G	303987	44019	Emerg. Disaster Relief Plan	0
JE	332682	01000	6/30/2020	(262.08)	Posted	4101	7717	9301	Oth-Inst/Cust Communication	W.00001099	Reclass COVID Exp Jun20	G	303987	44019	Reveiew 3/24	0
JE	332682	01000	6/30/2020	(262.08)	Posted	4101	7717	9301	Oth-Inst/Cust Communication	W.00001099	Reclass COVID Exp Jun20	G	303987	44019	Reveiw 3/10	0
JE	332682	01000	6/30/2020	(230.59)	Posted	4118	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jun20	G	303987	44019	Hand Sanitizer Wipes	0
JE	332682	01000	7/1/2020	150.00	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Reclass COVID Exp Jun20	G	303987	44019	Extra Disinfecting May 20	0
PV	307615	04100	7/1/2020	125.00	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Patel Janitorial Services	V	304105	44025	Extra Disinfecting Jul 20	59361
JE	332682	01000	7/1/2020	3,305.00	Posted	4110	7717	903	Oth-Cust Acct Rec/Coll	W.00001099	Reclass COVID Exp Jun20	G	303987	44019	Transaction Fees April 2020	0
JE	332682	01000	7/1/2020	8,275.00	Posted	4110	7717	903	Oth-Cust Acct Rec/Coll	W.00001099	Reclass COVID Exp Jun20	G	303987	44019	Transaction Fees May 2020	0
PV	307763	04100	7/1/2020	8,892.50	Posted	4110	7717	903	Oth-Cust Acct Rec/Coll	W.00001099	Paymentus Corporation	V	304181	44032	Transaction Fees Jun 2020	59952
JE	332682	01000	7/1/2020	3,769.00	Posted	4101	7717	9301	Oth-Inst/Cust Communication	W.00001099	Reclass COVID Exp Jun20	G	303987	44019	Emerg. Disaster Relief Plan	0
JE	332682	01000	7/1/2020	262.08	Posted	4101	7717	9301	Oth-Inst/Cust Communication	W.00001099	Reclass COVID Exp Jun20	G	303987	44019	Reveiew 3/24	0
JE	332682	01000	7/1/2020	262.08	Posted	4101	7717	9301	Oth-Inst/Cust Communication	W.00001099	Reclass COVID Exp Jun20	G	303987	44019	Reveiw 3/10	0
JE	332682	01000	7/1/2020	230.59	Posted	4118	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jun20	G	303987	44019	Hand Sanitizer Wipes	0
JE	332901	04100	7/31/2020	(125.00)	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Extra Disinfecting Jul 20	0
JE	332901	04100	7/31/2020	(150.00)	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Extra Disinfecting May 20	0
JE	332901	04100	7/31/2020	(3,305.00)	Posted	4110	7717	903	Oth-Cust Acct Rec/Coll	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Transaction Fees April 2020	0
JE	332901	04100	7/31/2020	(8,892.50)	Posted	4110	7717	903	Oth-Cust Acct Rec/Coll	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Transaction Fees Jun 2020	0
JE	332901	04100	7/31/2020	(8,275.00)	Posted	4110	7717	903	Oth-Cust Acct Rec/Coll	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Transaction Fees May 2020	0
JE	332901	04100	7/31/2020	(3,769.00)	Posted	4101	7717	9301	Oth-Inst/Cust Communication	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Emerg. Disaster Relief Plan	0
JE	332901	04100	7/31/2020	(262.08)	Posted	4101	7717	9301	Oth-Inst/Cust Communication	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Reveiew 3/24	0
JE	332901	04100	7/31/2020	(262.08)	Posted	4101	7717	9301	Oth-Inst/Cust Communication	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Reveiw 3/10	0
JE	332901	04100	7/31/2020	(230.59)	Posted	4118	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Hand Sanitizer Wipes	0
JE	332901	04100	8/1/2020	125.00	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Extra Disinfecting Jul 20	0
JE	332901	04100	8/1/2020	150.00	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Extra Disinfecting May 20	0
PV	308297	04100	8/1/2020	125.00	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Patel Janitorial Services	V	304627	44057	Extra Disinfecting Aug 20	59361
JE	332901	04100	8/1/2020	3,305.00	Posted	4110	7717	903	Oth-Cust Acct Rec/Coll	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Transaction Fees April 2020	0
JE	332901	04100	8/1/2020	8,892.50	Posted	4110	7717	903	Oth-Cust Acct Rec/Coll	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Transaction Fees Jun 2020	0
JE	332901	04100	8/1/2020	8,275.00	Posted	4110	7717	903	Oth-Cust Acct Rec/Coll	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Transaction Fees May 2020	0
PV	308390	04100	8/1/2020	8,947.50	Posted	4110	7717	903	Oth-Cust Acct Rec/Coll	W.00001099	Paymentus Corporation	V	304651	44062	Transaction Fees Jul 2020	59952
JE	332901	04100	8/1/2020	3,769.00	Posted	4101	7717	9301	Oth-Inst/Cust Communication	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Emerg. Disaster Relief Plan	0
JE	332901	04100	8/1/2020	262.08	Posted	4101	7717	9301	Oth-Inst/Cust Communication	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Reveiew 3/24	0
JE	332901	04100	8/1/2020	262.08	Posted	4101	7717	9301	Oth-Inst/Cust Communication	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Reveiw 3/10	0
JE	332901	04100	8/1/2020	350.00	Posted	4118	7717	932	Oth-Mt General Plant	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Patel Inv#1416 COVID RCL Patel	0
JE	332901	04100	8/1/2020	240.00	Posted	4118	7717	932	Oth-Mt General Plant	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Patel Inv#1421 COVID RCL	0
JE	332901	04100	8/1/2020	230.59	Posted	4118	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Reclass COVID Exp Jul20	G	304531	44050	Hand Sanitizer Wipes	0
PV	308688	04100	8/31/2020	125.00	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Patel Janitorial Services	V	304772	44075	Extra Disinfecting Sep 20	59361
PV	309040	04100	9/3/2020	568.03	Posted	4118	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	ULINE	V	305296	44104	Masks+Bucket	50776
PV	309357	04100	10/1/2020	125.00	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Patel Janitorial Services	V	305542	44117	Janitorial Service Oct 20	59361
PV	309358	04100	10/1/2020	2,027.50	Posted	4110	7717	903	Oth-Cust Acct Rec/Coll	W.00001099	Paymentus Corporation	V	305542	44117	Transaction Fees Aug 2020	59952
PV	309987	04100	11/1/2020	125.00	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Patel Janitorial Services	V	306119	44153	Janitorial Service Nov 20	59361
PV	309845	04100	11/1/2020	61.42	Posted	4118	7717	932	Oth-Mt General Plant	W.00001099	Cintas Corporation #150	V	305989	44144	Wipes/disinfectant	22985
PV	310180	04100	12/1/2020	125.00	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Patel Janitorial Services	V	306379	44173	Janitorial Service Dec 20	59361
PV	310453	04100	12/9/2020	646.39	Posted	4118	7717	932	Oth-Mt General Plant	W.00001099	Cintas Corporation #150	V	306691	44196	Lysol Wipes	22985
JE	339925	01000	12/30/2020	20,126.40	Posted	4118	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Accruals for Interco Billings	G	306799	44203	COVID supplies accrual	0
PV	310872	01100	1/1/2021	125.00	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Patel Janitorial Services	V	307078	44228	Janitorial Covid Disinfecting	59361
JE	339925	01000	1/1/2021	(20,126.40)	Posted	4118	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	Accruals for Interco Billings	G	306799	44203	COVID supplies accrual	0
PV	310987	04100	2/1/2021	125.00	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Patel Janitorial Services	V	307209	44231	janitorial	59361
PV	310988	04100	2/1/2021	125.00	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Patel Janitorial Services	V	307209	44231	covid-19	59361
PV	311584	04100	3/1/2021	150.00	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Patel Janitorial Services	V	307784	44265	disinfect and janitoral svc	59361
JE	340568	04100	3/27/2021	20,126.40	Posted	4118	8302	965	Parts & Suppl-Tools/Wk Cl	W.00001099	10-606 LUSC Direct	G	307945	44282	COVID exp LIBWAT JC20139	0
PV	312084	04100	4/1/2021	150.00	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Patel Janitorial Services	V	308116	44292	Janitorial	59361
PV	312594	04100	5/1/2021	125.00	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Patel Janitorial Services	V	308496	44319	Disinfecting	59361
PV	313059	04100	6/1/2021	125.00	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Patel Janitorial Services	V	308951	44348	Covid cleaning	59361
PV	313933	04100	7/1/2021	125.00	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Patel Janitorial Services	V	309474	44383	Janitorial July 2021	59361
PV	315089	04100	9/1/2021	125.00	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Patel Janitorial Services	V	310309	44442	Covid disinfecting	59361
PV	315090	04100	9/1/2021	125.00	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Patel Janitorial Services	V	310309	44442	Covid disinfecting	59361
PV	315578	04100	10/1/2021	125.00	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Patel Janitorial Services	V	310798	44477	Covid-19 disinfecting	59361
PV	316481	04100	12/1/2021	125.00	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Patel Janitorial Services	V	311578	44533	Janitorial Svc November 2021	59361
PV	316482	04100	12/1/2021	125.00	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Patel Janitorial Services	V	311578	44533	Janitorial Svc December 2021	59361
PV	317092	04100	1/1/2022	125.00	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Patel Janitorial Services	V	312071	44571	Janitorial January 2022	59361
PV	317655	04100	2/1/2022	125.00	Posted	4118	7712	932	Janitorial-General Plant	W.00001099	Patel Janitorial Services	V	312530	44606	Jamitorial Service	59361
				60,788.49												

Attachment 12:

Conservation Measures

Liberty Apple Valley

Year	Conservation Measure	Cost Per Program	# of Customers Participated	# of Fixtures/Rebates Provided to Customers
2018	Turf Removal Incentive	$ 45,524.00	2	2
	Flo Device	$ 8,600.00		20
	Toilet Replacement Program	$ 64,647.00		439
	Water Audit	$ 14,597.00		291
	Garden Hose Timer	$ 224.00	7	7
	Extreme Water Makeover	$ 4,306.00	1	
	WBIC Controller	$ 8,727.00	45	45
	Hot Water Recirculating Pump Rebate	$ 150.00	2	2
2019	Toilet Replacement Program	$ 13,860.00		43
	Water Audit	$ 14,581.00	219	
	Garden Hose Timer	$ 268.00	8	8
	Drip Irrigation Kit	$ 414.00	18	18
	Hot Water Recirculating Pump Rebate	$ 75.00	1	1
2020	Conservation Kits	$ 7,262.00		510
	WBIC Controller / Irrigation Nozzle	$ 73,292.00	4	4
	Toilet Replacement Program	$ 82,728.00		505
	Water Audit	$ 15,676.00	44	
	School Incentive Program	$ 11,000.00	1	
2021	Conservation Kits	$ 7,456.00		632
	WBIC Controller / Irrigation Nozzle	$ 14,826.00		418
	Toilet Replacement Program	$ 142,146.00		532
	Water Audit	$ 6,875.00	41	
	School Incentive Program	$ 3,611.00	1	2
2022	Conservation Kits	$ 24,937.00		1156
	Toilet Replacement Program	$ 129,205.00		267
	Water Audit	$ 13,300.00	76	
	WBIC Program	$ 19,381.00		105
	Rain Barrel Distribution	$ 10,785.00		222
	Hot Water Recirculating Pump Rebate	$ 1,431.00		12

Liberty Park Water

Year	Conservation Measure	Cost Per Program	# of Customers Participated	# of Fixtures/Rebates Provided to Customers
2018	Free Conservation Devices	$ 4,446.56		3936
	CARW Toilet Direct Install Program	$ 63,755.00		216
	Toilet Replacement Program (Delivery)	$ 153,715.00		611
	Water Audit	$ 43,209.50	209	
	Rain Barrel Rebate	$ 160.00		8
	Multi-Family Retrofit Program	$ 68,155.00		220
	CII Incentive Program	$ 20,000.00	1	80
	School Incentive Program	$ 50,000.00	1	
	Fixture Rebate with SoCal WaterSmart	$ 8,560.00		91
	Fixture Rebate with SoCal Gas	$ 15,173.00	51	
2019	Free Conservation Devices	$ 7,149.00		3500
	CARW Toilet Direct Install Program	$ 46,055.00		114
	Toilet Replacement Program (Delivery)	$ 69,885.00		300
	Water Audit	$ 11,995.00	68	
	WBIC Program	$ 320.00	4	4
	Rain Barrel Rebate	$ 11,909.00		250
	CII Incentive Program	$ 18,500.00	1	74
	Turf Removal Rebate	$ 676.00	1	
	Fixture Rebate with SoCal WaterSmart	$ 24,933.00		316
	Fixture Rebate with SoCal Gas	$ 29,683.00	100	
2020	Conservation Kits	$ 12,285.00		452
	CARW Toilet Direct Install Program	$ 60,628.00		162
	Toilet Replacement Program (Delivery)	$ 100,000.00		370
	Water Audit	$ 9,075.00	40	
	Rain Barrel Distribution	$ 16,368.00		331
	Fixture Rebate with SoCal Gas	$ 11,255.00	42	
2021	Conservation Kits	$ 7,155.00		120
	Toilet Replacement Program	$ 44,568.00	128	163
	Water Audit	$ 9,950.00	62	
	WBIC Program	$ 1,025.00	2	2
	Rain Barrel Distribution	$ 8,026.00		112
	Fixture Rebate with SoCal Gas	$ 18,184.00	54	
2022	Conservation Kits	$ 19,894.61		1150
	Toilet Replacement Program	$ 91,554.00	136	203
	Water Audit	$ 11,900.00	68	
	Rain Barrel Distribution	$ 29,948.66		474
	Hot Water Recirculating Pump Rebate	$ 350.00	2	2
	Fixture Rebate with SoCal Gas	$ 36,626.00	78	2452

Note: Amounts shown exclude public information and outreach.

Attachment 13:

Liberty Park and AVR Incentive Outline

Liberty™ Total Rewards

Guidelines for the Discretionary Shared Bonus Pool ("SBP") Document

Compensation Philosophy

The Company's compensation philosophy follows three underlying principles:

- To provide compensation that encourages and motivates performance
- To be competitive with other companies of similar size and scope to attract and retain talent
- To align the interest of our employees with the long term interests of the Company, shareholders and customers.

Purpose and Introduction

The SBP is a discretionary benefit that provides Eligible Employees cash awards that align and recognize employee performance to the attainment of individual and business objectives.

An Eligible Employee's share of any discretionary bonus pool is generally determined by two factors:

1. The Company's performance measured against a scorecard
2. The Employee's achievement of individual performance objectives

Eligibility

All employees who are employed in a non-leadership level position (grades 1-6) of the Company who are employed on a regular full time or regular part time basis on or before September 30 of the Plan Period are eligible to participate in the SBP with the exception of the following:

- Employees who are eligible for any other incentive plan of the Company (e.g., sales incentive plan or any other incentive/bonus arrangements which the Company may offer in lieu of the SBP); and
- Individuals determined by the Company to be students, co-op students, interns, temporary, independent contractors, consultants or any other non-payroll workers; and
- Otherwise Eligible Employees who are no longer employed on the date of the payout of a bonus under the SBP.

For certainty, employees cease to be Eligible Employees following resignation or termination of employment on the later of their last day of work and the end of the statutory notice period (if

applicable). There will be no SBP accrued or paid in respect of any period of severance pay that is otherwise owed to an employee following termination of employment.
Payment will be made to retirees and the Estate of the deceased participants on a prorated basis.

Determining the Pool

At the sole discretion of the Company, a discretionary bonus pool may be created following the end of each Plan Period. The amount of the pool, if any, will be based on the achievement of the business's scorecard objectives and target levels.

The Parent and Division scorecard objectives are set by the Executive team and reflect the Financial and Operational Objectives for APUC, Liberty Utilities, and Liberty Power business plans, respectively. Each scorecard has established performance targets for each objective. Each objective is allocated a weighting and together, the total allocation equals 100%. Note: in some cases the total allocation for a category may be greater than 100%.

The discretionary bonus pool represents the total amount from which individual bonuses may be paid.

Determining Individual Bonuses

Bonus Target Percentages for Eligible Employees are determined based on individual performance results and can range from 0 - 8% of an Eligible Employee's Eligible Earnings. Individual Performance is based on the employee's achievement of individual objectives and overall performance.

An Eligible Employee's Management Team will determine the Individual Performance Rating for that employee for each Plan Period based on the employee's contributions and achievements during the Plan Period.

The **Individual Performance Rating** acts as a performance multiplier to the proposed cash bonus award so that it can either increase or decrease the proposed award as described below:

Performance Rating	Individual Performance Multiplier %
Noteworthy Achievement	111%-120%
Exceeds Achievement	100%-110%
Achieved	75%-100%
Partially Achieved	25%-75%
Did not Achieve	0%

Liberty™ Total Rewards

Calculation formula for Eligible Employees:

SBP Factor = [(50% Parent Scorecard x Scorecard Achievement) + (50% Division Scorecard x Scorecard Achievement)] x Personal Achievement

SBP Payout = $ Bonus Target % x Eligible Earnings x Pro ration Factor *x* *SBP Factor*

Definitions

Eligible Earnings: Annual Base Salary, which means the annualized regular compensation paid to an Eligible Employee, excluding any other compensation such as but not limited to, bonuses, commissions, overtime, allowances or other discretionary earnings. The Annual Base Salary is determined at December 31 of the respective Plan Period.

Pro-ration Factor: # days Actively Employed in a SBP position *divided by* # days in Plan Period. Pro-rated awards may be made to Eligible Employees who transfer into or out of positions at the Company covered by other cash bonus plans; move from or to a job at the Company that is ineligible for the SBP; are on a Company approved leave of absence; are on "notice" of termination for part of the Plan Period; or retire or pass away during the Plan Period.

Actively Employed means any calendar month in which an Eligible Employee actually works at least one day. No SBP bonus or portion of a bonus is earned during any calendar month in which the employee is not actively employed. An Eligible Employee will not be considered to be Actively Employed following resignation or termination of employment beyond the later of his or her last day of work and the end of the statutory notice period (if applicable).

Plan Period: January 1 to December 31

Conditions for earning an SBP bonus:

No portion of an SBP bonus is earned unless the Eligible Employee:

- Remains employed at the Company on the date of the payout of the bonus; and
- Receives an Individual Performance Rating of "Partially Achieved" or above during the Plan Period. Exceptions to this condition are at the discretion and approval of the employee's senior management team.

SBP awards will be paid in a lump sum in the Plan Period following the Plan Period with respect to which the award is computed and will be subject to all applicable national, state/provincial, and/or local taxes. All appropriate taxes and other withholdings will be deducted from any such awards and payments as required by applicable law.

Special Rules for Employees Covered by Collective Bargaining Agreement:

Notwithstanding any provision in these guidelines to the contrary, employees covered by a collective bargaining agreement will only be eligible to participate in the discretionary bonus pool to the extent provided under the collective bargaining agreement. Further, the amount of any such bonus will not exceed the negotiated rate per the terms of the collective bargaining agreement.

Compliance with the U.S. Fair Labor Standards Act

Any SBP bonus paid from the discretionary bonus pool is intended to be a discretionary bonus and therefore excluded for purposes of computing the regular rate of pay for overtime purposes. However, to the extent any such bonus must be considered in the regular rate of pay under the Fair Labor Standards Act (FLSA) or applicable U.S. state law, the total amount paid hereunder shall include any overtime pay required to be taken into account under the FLSA or state law so that the aggregate amount paid to the employee shall be equal to the sum of the bonus plus the overtime.

Interpretations and Amendments

These guidelines may be terminated or amended from time to time in the sole and absolute discretion of the Company. In the event of any conflicts or inconsistencies between the provisions in these guidelines and any other document or communication, written or oral, concerning the SBP, the provisions of this document, as amended from time to time, shall govern.

The Chief Human Resources Officer, subject to the approval of the Compensation Committee and the Board of Directors in certain cases, shall interpret the provisions of the SBP, which shall be final and binding on the Company and all Company employees.

Nothing in this document shall create an employment contract or other contract concerning the subject matter contained herein. There is no guarantee that any bonus shall be paid under these guidelines and any payment made hereunder (including the amount of such payment) shall be determined at the sole discretion of the Company and not pursuant to any prior contract, agreement, or promise causing any individual to expect such payment on a regular basis.

The Company, in its sole and absolute discretion, reserves the right to terminate or amend the Shared Bonus Pool at any time and in any manner without notice.

Liberty™ Total Rewards

Guidelines for the Short Term Incentive Plan ("STIP") Document

Compensation Philosophy

The Company's compensation philosophy follows three underlying principles:

- To provide compensation that encourages and motivates performance
- To be competitive with other companies of similar size and scope in order to attract and retain talent
- To align the interests of our employees with the long-term interests of the Company and its shareholders and customers

Purpose and Introduction

The STIP is a discretionary short term incentive cash bonus plan that provides the potential for Eligible Employees to receive cash awards based on their contributions to the success of the Company, in years ("Plan Periods") when the Company meets or exceeds its objectives.

The purpose of the STIP is to align compensation with corporate targets and results, and thereby promote behaviours which benefit the interests of the Company, its shareholders, and customers and to reward personal achievements which are linked directly to overall corporate performance. Employees who are entitled to overtime are not eligible to participate in the Short Term Incentive Plan.

An Eligible Employee's contribution is determined by two factors: 1) the impact of that employee's role on business results and 2) that employee's achievement of personal performance objectives during the employee's active service with the Company.

The actual award received by an Eligible Employee will reflect 1) the employee's job scope and responsibilities and that employee's achievement during the Plan Period and 2) the Company's performance as indicated by the business' scorecard.

Eligibility

All employees of the Company who are employed in a leadership level position (grades 7 and above) on a regular full time or regular part time basis on or before September 30 of the Plan Period are eligible to participate in the STIP, with the exception of the following:

- Employees who are eligible for any other incentive plan of the Company (e.g., Shared Bonus Pool, Sales Incentive Programs or any other incentive/bonus arrangements which the Company may offer in lieu of the STIP);

- Individuals determined by the Company to be students, co-op students, interns, temporary, independent contractors, consultants or any other non-payroll workers; and
- Otherwise Eligible Employees who are no longer employed on the date of the payout of the STIP award.

For certainty, employees cease to be eligible Employees following resignation or termination of employment on the later of their last day of work and the end of the statutory notice period (if applicable). There will be no STIP accrued or paid in respect of any period of severance pay that is otherwise owed to an employee following termination of employment.

Payment will be made to retirees and the Estate of the deceased participants on a prorated basis.

The STIP award is based on three components each split by a weighting which varies by position level.

STIP Level	Parent Scorecard Weighting	Division Scorecard Weight	Personal Objectives Weight
Grades 7-9 (Sup/Mgr/Sr.Mgr)	40%	30%	30%
Grades 10-11 (Dir/Sr.Dir)	50%	25%	25%
Grades 12 & above (VP/Presidents/SVP)	60%	20%	20%

Scorecard Achievement

The Parent and Division scorecard objectives are set by the Executive team and reflect the Financial and Operational Objectives for APUC, Liberty Utilities, and Liberty Power business plans, respectively. Each scorecard has established performance targets for each objective. Each objective is allocated a weighting and together, the total allocation equals 100%. Note: in some cases, the total allocation for a category may be greater than 100%.

Personal Objectives Achievement

Personal Achievement percentage is based on the Eligible Employee's achievement of personal objectives. An Eligible Employee's Management Team will determine the Personal Achievement multiplier (%) for that employee for each Plan Period based on the employee's contributions and achievements during the Plan Period.

Calculation under the STIP will be based on the following formula:

> **STIP Factor** = (Parent Scorecard Weight x Scorecard Achievement) + (Division Scorecard Weight x Scorecard Achievement) + (Personal Objectives Weight x Personal Achievement)
>
> **STIP Payout $** = Bonus Target % x Eligible Annual Base Salary x Pro ration Factor x STIP Factor

Calculation Steps

1. Results are determined for each of the Parent/Divisional Scorecards, as required.
2. Individual performance results are reviewed and determined for Personal Achievement component.
3. The final STIP Factor percentage is calculated based on the weighted results of the Parent and Division Scorecard achievements and the Personal Objectives Achievements.
4. The final STIP Factor percentage is then multiplied by the employee's target bonus, Eligible Annual Base salary and prorated based on number of bonus eligible days.

Definitions

Plan Period: January 1 to December 31

Eligible Annual Base Salary: The base compensation paid to an Eligible Employee, excluding all other compensation such as but not limited to, bonuses, commissions, and allowances.

Target Bonus %: The percentage of Eligible Annual Base Salary that is used to compute the STIP award for each Eligible Employee.

Pro-ration Factor: # days actively employed in STIP eligible position ÷ # days in Plan Period

Additional Terms and Conditions

An employee will be considered to be actively employed for any calendar month in which the employee actually works at least one day

- Pro-rated awards may be made to Eligible Employees who transfer into or out of positions at the Company covered by other cash bonus plans; move from or to a job at the Company that is ineligible for the STIP; is on a Company approved leave of absence; is on "notice" of termination

for part of the Plan Period; or retires or passes away during the Plan Period. There will be no pro-rated award for an Eligible Employee who is terminated for Cause or who resigns during the Plan Period.

Pro-rated STIP awards will be based on the number of days the Eligible Employee is actively employed in an STIP-eligible position divided by the number of days in the Plan Period. For certainty, employees cease to be Eligible Employees following resignation or termination of employment on the later of their last day of work and the end of the statutory notice period (if applicable). There will be no STIP accrued or paid in respect of any period of severance pay that is otherwise owed to an employee following termination of employment.

No portion of a STIP award is earned unless the Eligible Employee remains employed at the Company on the date of the payout of the STIP award.

Eligible employees must be in good standing in order to qualify for a STIP award. For certainty, an employee must have a minimum of a "Partially Achieved" performance rating to qualify for a STIP payment. No portion of a STIP award (corporate or personal components) will be paid if the employee has a "Not Achieved" performance rating in the plan year.

Any award under the STIP is subject to the discretion of the Eligible Employee's Management Team and Senior Management Team, the Compensation Committee and the Board of Directors. Specifically, an Eligible Employee's recommended STIP award is subject to review, modification and approval by the Senior Management Team.

The total STIP award for all eligible employees for a Plan Period is recommended by the Senior Management Team for approval by the Compensation Committee and the Board of Directors after the Plan Period.

STIP awards will be paid in a lump sum in the Plan Period following the Plan Period with respect to which the award is computed and will be subject to all applicable national, state/provincial, and/or local taxes. All appropriate taxes and other withholdings will be deducted from any such awards and payments as required by applicable law.

Interpretations and Amendments

This document, as amended from time to time, constitutes the Liberty Utilities Short Term Incentive Plan ("STIP"). In the event of any conflicts or inconsistencies between the provisions of the STIP and any other document or communication, written or oral, concerning the STIP, the provisions of this document, as amended from time to time, shall govern.

The Chief Human Resources Officer, subject to the approval of the Compensation Committee and the Board of Directors in certain cases shall interpret the provisions of the STIP, which shall be final and binding on the Company and all STIP participants.

Nothing in this document shall create an employment contract or other contract concerning the subject matter contained herein. There is no guarantee that any amount shall be paid under the STIP and any payment made hereunder (including the amount of such payment) shall be determined at the sole discretion of and not pursuant to any prior contract, agreement, or promise causing any individual to expect such payment on a regular basis.

The Company, in its sole and absolute discretion, reserves the right to terminate or amend the STIP at any time and in any manner without notice.

Corporate Scorecard results

The following sets out the 2022 Corporate Scorecard objectives and performance results achieved relative to those objectives. Targets and results noted in the discussion below are established and measured based on a C$ to US$ exchange rate of C$1.30 / US$1.00, the 2022 budget rate. Accordingly, reported performance may vary from results in the financial statements of the Corporation for 2022 due to difference in exchange rates used.

The overall 2022 Corporate Scorecard result was 83.1 points out of a target of 100 and a maximum of 200. In the Growth with a Strong Balance Sheet category, the Corporation achieved a score of 16.8 points out of a target of 40 and a maximum of 80. The result was driven primarily by below threshold performance on the earnings per share growth and FFO/debt ratio metrics. The score in the Sustainability category was 16.0 points out of a target of 20 and a maximum of 40. The Corporation achieved the maximum score for the implementation of cybersecurity risk management initiatives but missed the target for new renewable energy projects and women in leadership roles. In the Operational Excellence category, the Corporation achieved a score of 62.8 points out of a target of 40 and a maximum of 80. The maximum points were awarded for the Corporation's safety performance and implementation of the Customer First program.

Growth with strong balance sheet

16.8 pts. (max. 80 pts.)

Maximize operating efficiency and reduce cost of capital through prudent investment

Meet adjusted net earnings per share[1] (EPS) target
4.3 pts.– 93.2%

2022 actual – $0.69

Minimum	Target	Maximum
$0.67	$0.74	$0.81

Meet EPS growth target
0.0 pts.– 0.0%

2022 actual –0.0%

Minimum	Target	Maximum
0.0%	3.0%	7.0%

Funds from operations / debt ratio
0.0 pts.– 0.0%

2022 actual – below minimum

Minimum	Target	Maximum
14.0%	14.5%	15.0%

Growth sub-total: 4.3 pts.

Sustainability

16.0 pts. (max. 40 pts.)

Environmental

400MW of new Board-approved renewable projects in 2022
4.6 pts. – 46.0%

2022 actual – 346 MW

Minimum	Target	Maximum
Cumulative new renewables projects approved by Board in 2022 is less than 300 MW	400 MW	500 MW

Social

Exceed 32.5% women in leadership roles
3.1 pts.– 62.0%

2022 actual – 31.5%

Minimum	Target	Maximum
30.0%	32.5%	35.0%

Governance

Build a robust compliance framework
3.3 pts. – 132%

2022 actual – 9 initiatives

Minimum	Target	Maximum
Less than 5 initiatives implemented	8 initiatives	11 initiatives

Cybersecurity risk management program
5.0 pts. – 200%

2022 actual – 26 initiatives

Minimum	Target	Maximum
Results are less than 7 initiatives implemented	15 initiatives	26 initiatives

Sustainability sub-total: 16.0 pts.

Operational excellence

62.8 pts. (max. 80 pts.)

Provide customers with reliable service

SAIFI rate (frequency of electrical outages)

2.2 pts – 88%

2022 actual – 1.13

Minimum
Worse performance than worst of last 3 years – 1.39

Target
3% improvement on best of last 3 years – 1.10

Maximum
Top-quartile industry average – 0.80

Gas leak response time

4.1 pts. – 164%

2022 actual – 23.68 min.

Minimum
Results worse than 75% the regulatory targeted maximum response time i.e., 45 min.

Target
30 min.

Maximum
20 min.

Unplanned water disruption

3.5 pts. – 140%

2022 actual – 0.53

Minimum
Results are worse than worst Regulated performance in last 3 years i.e., 0.93

Target
0.80

Maximum
0.12

Renewables: (OPI) Operational Performance Index

4.3 pts. – 172%

2022 actual – 96.5 %

Minimum
Results are 3% worse than target i.e., 92%

Target
95%

Maximum
97%

Conduct operations safely and consistently with ESG principles

OHSA Recordable Incident Rate

30 pts. – 200%

2022 actual – 0.53 pts.

Minimum – 0 pts.
Below U.S. industry average incident rate – 1.27

Target – 15 pts.
Top-quartile U.S. industry average incident rate – 0.96

Maximum – 30 pts.
Top-decile U.S. industry average incident rate – 0.59

Meet our Customers' Expectations

Drive improved customer satisfaction as measured by J.D. Power

3.7 pts. – 49.3%

2022 actual – 699

Minimum
675

Target
724

Maximum
740

Customer First program delays

15 pts. – 200%

2022 actual – 0 weeks of slippage

Minimum
More than 16 weeks of combined slippage between Release 1 actual go-live and planned Release 2 go-live

Target
8 weeks of combined slippage

Maximum
No slippage

Operational excellence sub-total: 62.8 pts.

Sustainability:	**16.0 pts.**
Operational excellence:	**62.8 pts.**
Growth:	**4.3 pts.**
2022 Corporate Scorecard Total:	**83.1 pts**
2022 maximum available:	**200 pts.**

1. For further information on non-GAAP financial measures, please see "Caution concerning Non-GAAP financial measures" on page 6.

2022 West Region Scorecard

Value Driver	Metric	Base	Stretch	Total 2022
Operational Excellence		**56.0**	**68.0**	**53.0**
Safety	Safety Observations	2.4	1.8	**4.2**
Safety	Leadership Engagements	2.4	1.8	**4.2**
Safety	On-Time Corrective Action Closure Rate	2.4	1.8	**4.2**
Safety	Good Catches	2.4	1.8	**4.2**
Safety	Inspections	2.4	1.8	**4.2**
Reliability and Security	Electric - SAIFI	6.0	5.0	-
Reliability and Security	Water - Distruption	6.0	5.0	**11.0**
Customer Experience	JD Power	12.0	9.0	**21.0**
Affordability	Adj EBIT (000's)	20.0	40.0	-
Growth		**19.0**	**22.0**	**29.0**
Infrastructure	All Investment	9.0	12.0	**9.0**
New Customers	New Customers GPM	5.0	5.0	**10.0**
Acquisitions	% Completion of playbook plan	5.0	5.0	**10.0**
Sustainability		**25.0**	**10.0**	**33.8**
Environment	"Net Zero" Action Plan	5.0	-	**5.0**
Environment	"Net Zero" Rollout	1.0	-	**1.0**
Environment	Accuvio Rollout Data Tool	1.0	-	**1.0**
Environment	TCFD	3.0	-	**3.0**
Employees	2022 Survey Action Plan Initiation	10.0	10.0	**20.0**
Governance	Recording of Non Compliance Events (logged t	5.0	-	**3.8**

Nominal Point Summary			
Operational Excellence	56.0	68.0	**53.0**
Growth	19.0	22.0	**29.0**
Sustainability	25.0	10.0	**33.8**
TOTAL	**100.0**	**100.0**	**115.8**

June 8, 2017 FINAL

Performance and Restricted Share Unit Plan
for Employees of Algonquin Power & Utilities Corp.
and its Participating Affiliates

Adopted with effect from January 1, 2011, as amended March 6, 2014 and June 8, 2017

1. PREAMBLE AND DEFINITIONS

1.1 Title and Conflict.

The Plan described in this document shall be called the "**Performance and Restricted Share Unit Plan for Employees of Algonquin Power & Utilities Corp. and its Participating Affiliates**".

In the event of any conflict or inconsistency between the Plan described in this document and the Award Agreement (as defined below), the terms and conditions of the Award Agreement shall prevail.

The Plan shall be governed and interpreted in accordance with the laws of the Province of Ontario.

1.2 Purpose of the Plan.

The purposes of the Plan are:

(i) to promote a significant alignment between employees of the Corporation and the participating Affiliates and the growth objectives of the Corporation and the participating Affiliates;

(ii) to associate a portion of participating employees' compensation with the performance of the Corporation and its participating Affiliates over the long term; and

(iii) to attract and retain the critical employees to drive the business success of the Corporation and its participating Affiliates.

1.3 Definitions.

1.3.1 **"Account"** has the meaning set out in Section 5.1.

1.3.2 **"Affiliate"** means any corporation, partnership or other entity (i) in which the Corporation, directly or indirectly, has majority ownership interest or (ii) which the Corporation controls. For the purposes of this definition, the Corporation is deemed to "**control**" such corporation, partnership or other entity if the Corporation possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such corporation, partnership or other entity, whether through the ownership of voting securities, by contract or otherwise.

1.3.3 **"Applicable Law"** means any applicable provision of law, domestic or foreign, including, without limitation, applicable securities and tax legislation, together with all regulations, rules, policy statements, rulings, notices, orders or other instruments promulgated thereunder, and Stock Exchange Rules.

1.3.4 **"Award Agreement"** means the written or electronic agreement between the Corporation and a Participant under which the terms of an award are established, as contemplated by Section 4.1, together with such schedules, amendments, deletions or changes thereto as are permitted under the Plan.

1.3.5 **"Award Date"** means the effective date of a grant of PSUs or RSUs, as applicable, to a Participant as stated in the applicable Award Agreement.

1.3.6 **"Award PSUs"** means the number of PSUs awarded to a Participant in respect of a Performance Period and as stated in the applicable Award Agreement.

1.3.7 **"Award RSUs"** means the number of RSUs awarded to a Participant as stated in the applicable Award Agreement.

1.3.8 **"Award Value"** means the value, in dollars, of an award made to a Participant and as stated in the applicable Award Agreement, which is provided under the Plan in the form of PSUs or RSUs, as the case may be.

1.3.9 **"Board"** means the Board of Directors of the Corporation.

1.3.10 **"Change in Control"** shall be deemed to have occurred for purposes of this Plan if:

(i) there is any change in the holding, directly or indirectly, of securities of the Corporation (or the participating Affiliate by which the applicable Participant is employed) or of any voting rights attached to any securities of the Corporation (or the participating Affiliate by which the applicable Participant is employed), as a result of which any corporation or other person, or a group of corporations or persons acting in concert, or corporations or persons associated with or affiliated with any such corporation, person or group within the meaning of the *Securities Act* (Ontario), would be entitled to cast 50% or more of the votes attached to all shares of the Corporation (or the participating Affiliate by which the applicable Participant is employed) that may be cast to elect directors of the Corporation (or the participating Affiliate by which the applicable Participant is employed), other than a transaction in which holders of the voting shares of the Corporation, or of an Affiliate, as applicable, prior to such transaction continue to control more than fifty percent (50%) of the Corporation's or Affiliate's voting power through a new ownership structure on completion of the transaction and provided that, for greater certainty, a Change in Control shall not include any transaction to which the parties consist only of the Corporation and its Affiliates;

(ii) Incumbent Directors cease to constitute a majority of the Board of the Corporation (for the purposes of this paragraph, an "**Incumbent Director**" shall mean any member of the Board who is a member of the Board immediately prior to the occurrence of a contested election of directors of the Corporation); or

(iii) the Board adopts a resolution to the effect that, for the purposes of this Plan, a Change in Control of the Corporation (or the participating Affiliate by which the applicable Participant is employed) has occurred, or that such a Change in Control is imminent, in which case, the date of the Change in Control shall be deemed to be the date specified in such resolution, provided that the Change in Control actually occurs.

1.3.11 **"Change in Control Price"** means the per Share consideration paid in conjunction with any transaction resulting in a Change in Control (or, if the Board so determines, the cash value of such consideration as determined in good faith by the Board if any part of the consideration is payable other than in cash) or in the event a Change in Control is determined by the Board to arise in connection with an asset sale, the per Share consideration paid for the assets sold pursuant to such Change in Control (or, if the Board so determines, the cash value of such consideration as determined in good faith by the Board if any part of the consideration is payable other than in cash), net of any transaction expenses incurred in connection with such Change in Control to the extent not otherwise reflected in the per Share consideration (or cash value of such consideration as the case may be), plus or minus the residual assets and liabilities of the Corporation, each as determined by the Board in good faith on a per Share basis

1.3.12 **"Committee"** means, in relation to Awards to Participants other than members of the Senior Management Committee, the Senior Management Committee and, in relation to Awards to any member of the Senior Management Committee, the Board or such committee of the Board which may be designated by the Board as the "Committee" with respect to such Awards.

1.3.13 **"Corporation"** means Algonquin Power & Utilities Corp. and any successor corporation, whether by amalgamation, merger or otherwise.

1.3.14 **"Disability"** means a physical or mental incapacity of the Participant that has prevented the Participant from performing the duties customarily assigned to the Participant for one hundred and eighty (180) calendar days, whether or not consecutive, out of any twelve (12) consecutive months and that in the opinion of the Corporation, acting on the basis of advice

from a duly qualified medical practitioner, is likely to continue to a similar degree.

1.3.15 **"Dividend Equivalent Units"** has the meaning set out in Section 5.2.

1.3.16 "**Insider**" has the meaning ascribed to this term for the purposes of the Stock Exchange rules relating to Securities-Based Compensation Arrangements.

1.3.17 **"Market Value"** at any date in respect of the Shares means, subject to Section 1.3.11, the volume weighted average trading price of such Shares on the Toronto Stock Exchange (or, if such Shares are not then listed and posted for trading on the Toronto Stock Exchange, on such stock exchange in Canada on which such Shares are listed and posted for trading as may be selected for such purpose by the Committee) for the five (5) consecutive trading days immediately preceding such date, provided that in the event that such Shares did not trade on any of such trading days, the Market Value shall be the average of the bid and ask prices in respect of such Shares at the close of trading on all of such trading days and provided that in the event that such Shares are not listed and posted for trading on any stock exchange, the Market Value shall be the fair market value of such Shares as determined by the Committee in its sole discretion.

1.3.18 **"Participant"** means such executive or other employee of the Corporation or any Affiliate as the Committee may designate to receive a grant of PSUs or RSUs under the Plan pursuant to an Award Agreement.

1.3.19 "**Performance Adjustment Factor**" means the performance adjustment factor (either upwards or downwards) calculated following the end of the Performance Period in accordance with the Award Agreement.

1.3.20 **"Performance Criteria"** means, in respect of a grant of a PSU, such financial and/or personal performance criteria as may be determined by the Committee in respect of a grant of PSUs to any Employee or Employees and set out in an Award Agreement. Performance Criteria may apply to the Corporation, an Affiliate, the Corporation and its Affiliates as a whole, a business unit of the Corporation or group comprised of the Corporation and one or more Affiliates, either individually, alternatively or in any combination, and measured either in total, incrementally or cumulatively over a specified Performance Period, on an absolute basis or relative to a pre-established target, to previous years' results or to a designated comparator group.

1.3.21 **"Performance Period"** means, in respect of a grant of a PSU, the particular designated time period(s) in respect of which the Performance Criteria are assessed and determined to be satisfied by the Committee in

order for such PSU to become a Vested PSU as set forth in the Award Agreement applicable to such grant.

1.3.22 **"Period of Absence"** means, with respect to a Participant, a period of time that lasts for at least ninety (90) days throughout which the Participant is on a leave of absence from the Corporation or an Affiliate that has been approved by the Corporation or Affiliate, as applicable, a Statutory Leave, or is experiencing a Disability.

1.3.23 **"Plan"** means this Performance and Restricted Share Unit Plan for Employees of Algonquin Power & Utilities Corp. and its Participating Affiliates, including any schedules or appendices hereto, as such may be amended from time to time and as attached to an Award Agreement.

1.3.24 **"PSU Balance"** in respect of any particular date means the number of PSUs recorded in a Participant's Account in respect of a particular Performance Period, which shall include the PSU Award plus all Dividend Equivalent Units in respect of such PSUs.

1.3.25 **"PSU"** means a unit granted to a Participant that is represented by a bookkeeping entry on the books of the Corporation, the value of which on any particular date shall be equal to the Market Value and which generally becomes Vested, if at all, subject to the attainment of certain Performance Criteria and satisfaction of such other conditions to Vesting, if any, as may be determined by the Committee.

1.3.26 "**RSU**" means a unit granted to a Participant that is represented by a bookkeeping entry on the books of the Corporation, the value of which on any particular date shall be equal to the Market Value and which generally becomes Vested, if at all, following a period of continuous employment of the Participant with the Corporation or an Affiliate.

1.3.27 "**RSU Balance**" in respect of any particular date means the number of RSUs recorded in a Participant's Account in respect of a particular Vesting Period, which shall include the RSU Award plus all Dividend Equivalent Units in respect of such RSUs.

1.3.28 "**Securities-Based Compensation Arrangement**" means a stock option, stock option plan, employee stock purchase or ownership plan or any other compensation or incentive mechanism of the Corporation involving the issuance or potential issuance, from treasury, of Shares or other securities of the Corporation to employees, insiders or service providers, including a share purchase from treasury which is financially assisted by the Corporation by way of a loan, guarantee or otherwise.

1.3.29 **"Senior Management Committee"** means the Chief Executive Officer of the Corporation with the input of the Chief Financial Officer of the

Corporation and the President of the Corporation or, in relation to an Award to a Participant employed by a participating Affiliate, the President of such Affiliate, or such other committee or individuals which may be appointed by the Chief Executive Officer of the Corporation to, among other things, interpret, administer and implement the Plan in relation to Awards to Participants other than the members of the Senior Management Committee.

1.3.30 **"Share"** means a common share of the Corporation and such other share as may be substituted for it as a result of amendments to the articles of the Corporation, arrangement, reorganization or otherwise, including any rights that form a part of the common share or substituted share.

1.3.31 **"Statutory Leave"** means, with respect to a Participant, a period of time throughout which the Participant is on a leave of absence to which he or she is entitled under applicable legislation and following which he or she has the right, pursuant to such legislation, to return to active employment with the Corporation or an Affiliate.

1.3.32 **"Stock Exchange"** means the Toronto Stock Exchange, or if the Shares are not listed on the Toronto Stock Exchange, such other stock exchange on which the Shares are listed, or if the Shares are not listed on any stock exchange, then on the over-the-counter market.

1.3.33 **"Stock Exchange Rules"** means the applicable rules of the Stock Exchange.

1.3.34 "**Successor Entity**" shall have the meaning set out in Section 7.8.1(iii).

1.3.35 **"Vested"** means the applicable conditions for payment or other settlement in relation to a whole number, or a percentage (which may be more or less than 100%) of the number of Award PSUs or Award RSUs determined by the Committee, (i) have been met; or (ii) have been waived or deemed to be met pursuant to the terms of the Plan or the applicable Award Agreement, and "**Vest**" or "**Vesting**" have a corresponding meaning

1.3.36 **"Vesting Date"** means, with respect to a PSU or RSU, the date on which the applicable conditions for payment or other settlement of such PSU or RSU are met, deemed to have been met or waived as contemplated in Section 1.3.35.

2. CONSTRUCTION AND INTERPRETATION

2.1 **Gender, Singular, Plural.** In the Plan, references to the masculine include the feminine; and references to the singular shall include the plural and vice versa, as the context shall require.

2.2 **Governing Law.** The Plan shall be governed and interpreted in accordance with the laws of the Province of Ontario and any actions, proceedings or claims in any way pertaining to the Plan shall be commenced in the courts of the Province of Ontario.

2.3 **Severability.** If any provision or part of the Plan is determined to be void or unenforceable in whole or in part, such determination shall not affect the validity or enforcement of any other provision or part thereof.

2.4 **Headings, Sections.** Headings wherever used herein are for reference purposes only and do not limit or extend the meaning of the provisions herein contained. A reference to a section or schedule shall, except where expressly stated otherwise, mean a section or schedule of the Plan, as applicable.

3. EFFECTIVE DATE AND EMPLOYMENT RIGHTS

3.1 **Effective Date.** The Corporation established the Plan effective January 1, 2011. The Plan was subsequently amended and restated effective March 6, 2014, and is further amended and restated as set forth herein effective June 8, 2017.

3.2 **No Employment Rights.** Nothing contained in the Plan shall be deemed to give any person the right to be retained as an employee of the Corporation or of an Affiliate. For greater certainty, except as expressly required by applicable employment standards legislation, a period of notice, if any, or payment in lieu thereof, upon termination of employment, wrongful or otherwise, shall not be considered as extending the period of employment for the purposes of the Plan.

4. PSU AND RSU GRANTS AND PERFORMANCE PERIODS

4.1 **Awards of PSUs and RSUs.** The Plan shall be administered by the Committee.

The Committee shall have the authority in its sole and absolute discretion to administer the Plan and to exercise all the powers and authorities either specifically granted to it under the Plan or necessary or advisable in the administration of the Plan subject to and not inconsistent with the express provisions of this Plan, including, without limitation, the authority to:

4.1.1 determine the Award Value for each award under an Award Agreement;

4.1.2 make grants of PSUs and RSUs in respect of any award under an Award Agreement;

4.1.3 determine the Award Date for grants of PSUs and RSUs, if not the date on which the Committee determines to make such grants under an Award Agreement;

4.1.4 determine the Participants to whom, and the time or times at which, awards shall be made and PSUs and RSUs shall be granted under an Award Agreement;

4.1.5 approve or authorize the applicable form and terms of the related Award Agreements;

4.1.6 determine the terms and conditions of awards, and grants of PSUs and RSUs in respect thereof, to any Participant, including, without limitation the following, (A) the number of PSUs and RSUs to be granted; (B) the Performance Period(s) applicable to PSUs; (C) the Performance Criteria applicable to PSUs and any other conditions to the Vesting of any PSUs and RSUs granted hereunder; (D) the conditions, if any, upon which Vesting of any PSUs or RSUs will be waived or accelerated without any further action by the Committee; (E) the extent to which the Performance Criteria must be achieved in order for any PSUs to become Vested PSUs and the multiplier, if any, that will be applied to determine the number of PSUs that become Vested PSUs having regard to the achievement of the Performance Criteria; (F) the circumstances in which a PSU or RSU shall be forfeited, cancelled or expire; (G) the consequences of a termination of employment with respect to a PSU or RSU; (H) the manner of settlement of Vested PSUs and Vested RSUs, including whether particular Vested PSUs or Vested RSUs will be settled in cash, Shares issued from treasury or Shares bought on the open market; and (I) whether and the terms upon which any Shares delivered upon settlement of a PSU or RSU must continue to be held by a Participant for any specified period;

4.1.7 determine whether and the extent to which any Performance Criteria applicable to the Vesting of a PSU or other conditions applicable to the Vesting of a PSU or RSU have been satisfied or shall be waived or modified;

4.1.8 amend the terms of any outstanding Award Agreement provided, however, that no such amendment, shall be made at any time to the extent such action would materially adversely affect the existing rights of a Participant with respect to any then outstanding PSU or RSU related to such Award Agreement without his or her consent in writing and provided further, however, that the Committee may amend the terms of an Award Agreement without the consent of the Participant if complying with Applicable Law;

4.1.9 determine whether, and the extent to which, adjustments shall be made pursuant to Section 5.3 and the terms of any such adjustments;

4.1.10 interpret the Plan and Award Agreements;

4.1.11 prescribe, amend and rescind such rules and regulations and make all determinations necessary or desirable for the administration and interpretation of the Plan and Award Agreements;

4.1.12 determine the terms and provisions of Award Agreements (which need not be identical) entered into in respect of awards hereunder; and

4.1.13 make all other determinations deemed necessary or advisable for the administration of the Plan.

4.2 **Eligibility and Award Determination.**

4.2.1 In determining the Participants to whom awards may be made and the Award Value (and accordingly the number of PSUs and RSUs to be granted) for each award (subject, in the case of PSUs, to adjustment based on achievement of Performance Criteria), the Committee may take into account such factors as it shall determine in its sole and absolute discretion.

4.2.2 The PSUs granted to a Participant for a Performance Period shall be determined by dividing the Award Value determined for the Participant for such Performance Period by the Market Value as at the end of the calendar quarter immediately preceding the Award Date, rounded down to the next whole number.

4.2.3 The RSUs granted to a Participant shall be determined by dividing the Award Value of an award to be provided to the Participant in the form of RSUs by the Market Value as at the end of the calendar quarter immediately preceding the Award Date, rounded down to the next whole number.

4.2.4 For greater certainty and without limiting the discretion conferred on the Committee pursuant to this Section, the Committee's decision to approve a grant of PSUs in any Performance Period, or any grant of RSUs shall not entitle any Participant to an award of PSUs in respect of any other Performance Period or any future grant of RSUs; nor shall the Committee's decision with respect to the size or terms and conditions of an award require it to approve an award of the same or similar size or with the same or similar terms and conditions to any Participant at any other time. No Participant has any claim or right to receive an award or any PSUs or RSUs.

4.2.5 An Award Agreement shall set forth, among other things, the following: the Award Date of the award evidenced thereby; the number of PSUs or RSUs, as applicable, granted in respect of such award; the Performance Criteria applicable to PSUs and any other conditions to the Vesting of the PSUs or RSUs, as applicable; in the case of PSUs, the applicable

Performance Period; and may specify such other terms and conditions as the Committee shall determine or as shall be required under any other provision of the Plan. The Committee may include in an Award Agreement terms or conditions pertaining to confidentiality of information relating to the Corporation's operations or businesses which must be complied with by a Participant including as a condition of the grant or Vesting of PSUs or RSUs.

4.3 **PSUs and RSUs.** Each whole PSU and RSU will give a Participant the right to receive either a Share or a cash payment as determined by the Committee, in an amount determined in accordance with the terms of the Plan and the applicable Award Agreement. For greater certainty, a Participant shall have no right to receive Shares or a cash payment with respect to any PSUs or RSUs that do not become Vested PSUs or RSUs, as the case may be, under Article 7.

4.4 **Clawback.** Notwithstanding anything in the Plan to the contrary, but subject to the terms of any Award Agreement or any written employment agreement between the Participant and the Corporation or any Affiliate, all PSUs and RSUs granted under the Plan, any Shares issued or payments made under the Plan and any gains realized upon settlement of a PSU or an RSU shall be subject to clawback or recoupment as permitted or mandated by Applicable Law or any policy as enacted, adopted or modified from time to time by the Corporation or an Affiliate.

5. ACCOUNTS, DIVIDEND EQUIVALENTS AND REORGANIZATION

5.1 **Account.** An account ("**Account**") shall be maintained by the Corporation for each award made to each Participant pursuant to an Award Agreement and which will be credited with an opening balance equal to the Award PSUs and/or Award RSUs granted pursuant to such Award Agreement. PSUs or RSUs that fail to vest pursuant to Article 7, or that are paid out to the Participant or his legal representative, shall be cancelled and shall cease to be recorded in the Participant's Account as of the date on which such PSUs or RSUs, as applicable, are forfeited or cancelled under the Plan or are paid out, as the case may be.

5.2 **Dividend Equivalent Units.** Whenever cash dividends are paid on the Shares during the period from the Award Date under the Award Agreement to the date of settlement of the PSUs or RSUs granted thereunder, additional PSUs or RSUs, as applicable, will be credited to the Participant's Account in accordance with this Section 5.2 ("**Dividend Equivalent Units**"). The number of such additional PSUs or RSUs to be credited to the Participant's Account in respect of any particular dividend paid on the Shares will be calculated by dividing (i) the amount of the cash dividend that would have been paid to the Participant if each of the PSUs and RSUs recorded in the Participant's Account as at the record date for the cash dividend had been Shares by (ii) the Market Value on the date on which the dividend is paid on the Shares. Dividend Equivalent Units shall be Vested to the same extent and paid at the same time as the PSUs or RSUs, as applicable, to which they relate and shall

be considered to be designated as payable in Shares or in cash as the related PSUs or RSUs in the Participant's Account are so designated.

5.3 **Adjustments.** In the event of any stock dividend, stock split, combination or exchange of shares, capital reorganization, consolidation, spin-off or other distribution (other than normal cash dividends) of the Corporation's assets to shareholders, or any other similar changes affecting the Shares, proportionate adjustments to reflect such change or changes shall be made with respect to the number of PSUs and RSUs outstanding under the Plan, or securities into which the Shares are changed or are convertible or exchangeable and as may be substituted for Shares under this Plan, on a basis proportionate to the number of PSUs and RSUs in the Participant's Account or some other appropriate basis, all as determined by the Committee in its sole discretion.

6. FUNDING OF AWARDS BY SHARE PURCHASES OR ISSUANCES

6.1 **Maximum Number of Shares Issuable from Treasury**. The maximum number of Shares that are issuable under the Plan to pay awards under the Plan shall be an aggregate of 7,000,000 Shares.

6.2 **Purchases of Shares on Open Market.** Shares may be purchased to satisfy the settlement of Vested PSUs and Vested RSUs pursuant to the Plan by a trustee appointed by the Corporation for this purpose or by a broker designated by the Corporation who is independent of the Corporation in accordance with Stock Exchange Rules. Shares purchased pursuant to this Section 6.2 shall be purchased on the open market at prevailing market prices with amounts contributed by the Corporation or an Affiliate. The designation of a Trustee or broker may be changed from time to time.

6.3 **Issuances of Shares from Treasury**. Any issuances of Shares from treasury to pay awards as contemplated by Section 7.4 shall be issued at a price per Share equal to the Market Value on the date of issuance.

6.4 **Insider Participation Limit**. Awards under the Plan shall not be paid in Shares issued from treasury if, at the time of such issuance, such issuance could result, at any time, in:

6.4.1 the number of Shares reserved for issuance to Insiders under the Plan, together with Shares reserved for issuance to Insiders under all other Securities-Based Compensation Arrangements, exceeding 10% of the issued and outstanding Shares; or

6.4.2 the issuance to Insiders, within a one year period, of a number of Shares under the Plan, together with Shares that may be issued to Insiders under all other Securities-Based Compensation Arrangements, exceeding 10% of the issued and outstanding Shares.

7. VESTING AND PAYMENT OF AWARDS

7.1 **Vesting of PSUs**. Upon the first day immediately following the end of the Performance Period, the PSUs represented by the PSU Balance as at such date shall vest, with the number of Vested PSUs being equal to the PSU Balance as at such date multiplied by the Performance Adjustment Factor as determined by the Committee in accordance with the Award Agreement. For certainty, in the event the Performance Adjustment Factor is equal to zero, no PSUs will vest. Except where the context requires otherwise, each PSU which vests pursuant to this Article 7 and each Dividend Equivalent Unit credited in respect of such PSUs after the end of the Performance Period shall be referred to herein as a Vested PSU. PSUs which do not become Vested PSUs in accordance with this Article 7 shall be forfeited by the Participant and the Participant will have no further right, title or interest in such PSUs. The Participant waives any and all right to compensation or damages in consequence of the termination of employment (whether lawfully or unlawfully) or otherwise for any reason whatsoever insofar as those rights arise or may arise from the Participant ceasing to have rights or be entitled to receive any Shares or cash payment under the Plan pursuant to this Section 7.1.

7.2 **Performance Criteria**. The PSUs granted to a Participant under an Award Agreement and Section 4.1 (and the related Dividend Equivalent Units credited on or before the end of the Performance Period specified in the Award Agreement) shall become Vested PSUs only upon the Committee's determination with respect to the Performance Adjustment Factor in accordance with the Award Agreement applicable to such PSUs or have been waived in accordance with Section 4.1.7.

7.3 **Vesting of RSUs**. Upon the Vesting Date(s) specified in the applicable Award Agreement, the RSUs comprising a Participants RSU Balance shall Vest in such proportion as is may be determined in accordance with such Award Agreement. Except where the context requires otherwise, each RSU which vests pursuant to Article 7 and each Dividend Equivalent Unit credited in respect of such RSU after its Vesting Date shall be referred to herein as a Vested RSU. RSUs which do not become Vested RSUs in accordance with this Article 7 shall be forfeited by the Participant and the Participant will have no further right, title or interest in such RSUs. The Participant waives any and all right to compensation or damages in consequence of the termination of employment (whether lawfully or unlawfully) or otherwise for any reason whatsoever insofar as those rights arise or may arise from the Participant ceasing to have rights or be entitled to receive any Shares or cash payment under the Plan pursuant to this Section 7.3.

7.4 **Payment in Shares.** In the event that a Participant's Vested PSUs or Vested RSUs have been designated by the Committee for settlement in Shares, the Participant or his legal representative, as applicable, shall receive a number of Shares equal to the number of Vested PSUs or Vested RSUs, as the case may be, credited to the Participant's Account on the date fixed by the Committee for the delivery of the Shares in respect of such Vested PSUs or Vested RSUs (rounded

down to the nearest whole number of Shares). Subject to Section 10.10, in the event that such Vested PSUs or Vested RSUs have been designated by the Committee for settlement by way of issuance of Shares from treasury, such Shares shall be distributed to the Participant or his legal representative, as applicable, at such time or times as may be determined in accordance with such Award Agreement. Subject to Section 10.10, in the event that such Vested PSUs or Vested RSUs have been designated by the Committee for settlement by way of the delivery of Shares bought on the open market, such Shares shall be delivered no later than the earlier of (i) the date that is six (6) months following the last day of the Performance Period(or, in the event Vested RSUs are being settled in connection with the Participant's death, no later than six (6) months following the Participant's death); or (ii) December 31 of the third year following the year in which the Participant performed the services to which the Vested PSUs or Vested RSUs relate.

7.5 **Payment in Cash.**

7.5.1 In the event that a Participant's Vested PSUs or Vested RSUs have not been designated by the Committee for settlement in Shares, the Participant or his legal representative, as applicable, shall receive a cash payment equal to: (i) in the case of PSUs, the Market Value determined as of the last day of the Performance Period multiplied by the number of Vested PSUs credited to his PSU Account as of the last day of such Performance Period, (rounded down to the nearest whole number of PSUs); and (ii) in the case of RSUs, the Market Value determined as of the Vesting Date of such RSUs multiplied by the number of Vested RSUs credited to his Account as of the Vesting Date (rounded down to the nearest whole number of RSUs). Subject to Section 10.10, the cash payment shall be made to the Participant or his legal representative, as applicable, in a single lump sum no later than the earlier of (i) the date that is six (6) months following the last day of the Performance Period (or, in the event Vested RSUs are being settled in connection with the Participant's death, no later than six (6) months following the Participant's date of death); or (ii) December 31 of the third year following the year in which the Participant performed the services to which the Vested PSUs or Vested RSUs relate.

7.6 **Death, Period of Absence.**

7.6.1 **Death.** Where the employment of a Participant terminates during a Performance Period in the case of PSUs or prior to a Vesting Date in the case of RSUs by reason of the Participant's death: (i) the PSUs credited to the Participant's Account as at December 31 of the year immediately preceding the Participant's date of death shall continue to be eligible to become Vested PSUs in accordance with Sections 7.1 and 7.2; and (ii) the RSUs credited to the Participant's Account as at December 31 of the year

immediately preceding the Participant's date of death shall Vest as of the Participant`s date of death. The Participant shall be entitled to receive cash or Shares (or a combination thereof), as specified by the Committee, determined in accordance with Sections 7.4 or 7.5. For greater clarity, the number of Vested PSUs used to calculate the value of the payment shall equal the number of Vested PSUs determined in accordance with Sections 7.1 and 7.2 as at December 31 of the year immediately preceding the Participant's date of death.

7.6.2 **Period of Absence.** In the event of a Participant's Period of Absence during a Performance Period for PSUs or prior to a Vesting Date for RSUs and subject to this Section 7.6.2 and Section 7.6.4, PSUs and RSUs credited to the Participant's Account immediately prior to the commencement of such Period of Absence (and any related Dividend Equivalent PSUs and RSUs) shall continue to be eligible to become Vested in accordance with the provisions of Sections 7.1 and 7.2 and the Participant shall be entitled to receive in cash or in Shares (or a combination thereof), as specified by the Committee in respect of such Vested PSUs and Vested RSUs determined in accordance with Section 7.4 or 7.5, as applicable, except that the number of Vested PSUs and Vested RSUs used to calculate the value of the payment shall equal the number of Vested PSUs or Vested RSUs, as applicable determined in accordance with Section 7.1 and 7.2 multiplied by a fraction, the numerator of which equals the number of whole and partial months in the Performance Period for which the Participant actively performed services for the Corporation or an Affiliate and the denominator of which equals the number of whole and partial months in the Performance Period; in the case of PSUs, or in the period from the Award Date to the Vesting Date of such RSUs.

7.6.3 For greater clarity, no additional PSUs or RSUs (whether pursuant to Section 4.1 or in the form of Dividend Equivalent Units) shall be granted to a Participant following his or her date of death or during his or her Period of Absence, including following his or her date of Disability.

7.6.4 Notwithstanding Section 7.6.2, where a Participant experiences a Period of Absence that extends beyond the end of a Performance Period for PSUs or a Vesting Date for RSUs and fails to return to active full-time employment with the Corporation or an Affiliate within one hundred and eighty (180) days following the end of such Performance Period or such Vesting Date, no portion of the PSUs subject to such Performance Period or RSUs that would otherwise Vest on such Vesting Date shall Vest and the Participant shall receive no payment or other compensation in respect of such PSUs or RSUs or loss thereof, on account of damages or otherwise.

7.7 **Other Terminations of Employment.** Except as otherwise provided in the Award Agreement governing the grant of PSUs or RSUs to a Participant or a written employment or other agreement between the Participant and the Corporation or any Affiliate, in the event that, during a Performance Period with respect to PSUs or prior to a Vesting Date with respect to RSUs, (i) the Participant's employment is terminated by the Corporation or an Affiliate of the Corporation for any reason, or (ii) a Participant voluntarily terminates his employment with the Corporation or an Affiliate of the Corporation, including due to retirement, no portion of the PSUs subject to such Performance Period or RSUs that would otherwise Vest on such Vesting Date shall Vest and the Participant shall receive no payment or other compensation in respect of such PSUs or RSUs or loss thereof, on account of damages or otherwise; provided that any Vested PSUs and Vested RSUs will be settled in accordance with Sections 7.4 and 7.5.

7.8 **Change in Control.**

7.8.1 Unless otherwise determined by the Committee or otherwise provided in a written agreement between the Corporation and a Participant, the occurrence of a Change in Control will not result in the Vesting of PSUs or RSUs that have not previously Vested, provided that

(i) such PSUs and RSUs that have not previously Vested will continue to Vest in accordance with the Plan and the Award

(ii) in the case of PSUs, the Performance Adjustment Factor for fiscal years of the Corporation or other relevant periods, as determined in accordance with the Award Agreement for such PSUs, completed prior to the date of the Change in Control shall be based on the actual performance achieved to the date of the Change in Control and the Performance Adjustment Factor for periods following the date of the Change in Control shall be deemed to be 100%; and

(iii) an entity that directly or indirectly acquires control of the Corporation (or the Affiliate that employs the Participant, as applicable) or otherwise becomes a successor to Algonquin Power & Utilities Corp. (or the Affiliate that employs the Participant, as applicable) (a "Successor Entity") agrees to assume the obligations of the Corporation in respect of the Participant's unvested RSUs and PSUs.

7.8.2 Unless determined otherwise by the Committee or pursuant to the terms of a written agreement between the Corporation or a Successor Entity and the Participant, where a Participant's employment terminates following a Change in Control, the provisions of Section 7.6.1 or Section 7.7, as the case may be, shall apply.

7.8.3 Subject to the provisions of Section 7.8.4 or as otherwise provided in the Award Agreement, in the event of a Change in Control, the Committee shall have the discretion to unilaterally determine that all outstanding Awards shall be cancelled upon a Change in Control, and that the value of such Awards, as determined by the Committee in accordance with the terms of the Plan and the Award Agreements, shall be paid out in cash in an amount based on the Change in Control Price within a reasonable time subsequent to the Change in Control.

7.8.4 Notwithstanding Section 7.8.3, no cancellation, acceleration of vesting, lapsing of restrictions, payment of an Award, cash settlement or other payment shall occur with respect to any Award if the Committee reasonably determines in good faith prior to the occurrence of a Change in Control that such Award shall be honored or assumed, or new rights substituted therefor (with such honored, assumed or substituted Award hereinafter referred to as an "Alternative Award") by any Successor Entity; provided, however, that any such Alternative Award must:

(i) be based on stock which is traded on the Toronto Stock Exchange and/or an established U.S. securities market;

(ii) provide such Participant with rights and entitlements substantially equivalent to or better than the rights, terms and conditions applicable under such Award, including, but not limited to, an identical or better Vesting conditions (including Vesting upon termination of employment) and identical or better timing and methods of payment;

(iii) recognize, for the purpose of Vesting provisions, the time that the Award was held prior to the Change in Control; and

(iv) have substantially equivalent economic value to such Award (determined immediately prior to the time of the Change in Control).

8. CURRENCY

8.1 **Currency.** All references in the Plan to currency refer to lawful Canadian or United States currency as indicated.

9. SHAREHOLDER RIGHTS

9.1 **No Rights to Shares.** PSUs and RSUs are not Shares and neither the grant of PSUs or RSUs nor the fact that Shares may be provided by the Corporation in satisfaction of Vested PSUs or Vested RSUs will entitle a Participant to any shareholder rights, including, without limitation, voting rights, dividend entitlement or rights on liquidation.

10. ADMINISTRATION

10.1 **Committee.** Unless otherwise determined by the Board, the Plan shall be administered by the Committee.

10.2 **Delegation and Administration**. The Committee may delegate to any one or more directors, officers or employees of the Corporation and/or its participating Affiliates such duties and powers relating to the Plan as it may see fit. The Committee may, in its discretion, delegate such of its powers, rights and duties under the Plan, in whole or in part, to any committee or any one or more directors, officers or employees of the Corporation and/or its participating Affiliates as it may determine from time to time, on terms and conditions as it may determine, except the Committee shall not, and shall not be permitted to, delegate any such powers, rights or duties to the extent such delegation is not consistent with Applicable Law. .

10.3 **Effects of Committee's Decision**. Any interpretation, rule, regulation, determination or other act of the Committee hereunder shall be made in its sole discretion and shall be conclusively binding upon all persons.

10.4 **Liability Limitation**. No member of the Committee, the Board or any officer, director or employee of the Corporation or any Affiliate shall be liable for any action or determination made in good faith pursuant to the Plan or any Award Agreement under the Plan. To the fullest extent permitted by law, the Corporation and its Affiliates shall indemnify and save harmless each person made, or threatened to be made, a party to any action or proceeding in respect of the Plan by reason of the fact that such person is or was a member of the Committee or the Board or is or was an officer, director or employee of the Corporation or an Affiliate.

10.5 **Compliance with Laws and Policies.** The Corporation's issuance of any PSUs and RSUs and its obligation to make any payments or discretion to provide any Shares hereunder is subject to compliance with Applicable Law. Each Participant shall acknowledge and agree (and shall be conclusively deemed to have so acknowledged and agreed by participating in the Plan) that the Participant will, at

all times, act in strict compliance with Applicable Law and all other laws and any policies of the Corporation applicable to the Participant in connection with the Plan including, without limitation, furnishing to the Corporation all information and undertakings as may be required to permit compliance with Applicable Law. Such laws, regulations, rules and policies shall include, without limitation, those governing "insiders" or "reporting issuers" as those terms are construed for the purposes of Applicable Laws.

10.6 **Withholdings.** So as to ensure that the Corporation or an Affiliate, as applicable, will be able to comply with the applicable provisions of any federal, provincial, state or local law relating to the withholding of tax or other required deductions, the Corporation, or an Affiliate may withhold or cause to be withheld from any amount payable to a Participant, either under this Plan, or otherwise, such amount, or may require the sale of such number of Shares, as may be necessary to permit the Corporation or the Affiliate, as applicable, to so comply. The Corporation and any Affiliate may also satisfy any liability for any such withholding obligations, on such terms and conditions as the Corporation may determine in its sole discretion, by (a) selling on such Participant's behalf, or requiring such Participant to sell, any Shares, and retaining any amount payable which would otherwise be provided or paid to such Participant in connection with any such sale, or (b) requiring, as a condition to the delivery of Shares hereunder, that such Participant make such arrangements as the Corporation may require so that the Corporation and its Affiliates can satisfy such withholding obligations, including requiring such Participant to remit an amount to the Corporation or an Affiliate in advance, or reimburse the Corporation or any Affiliate for, any such withholding obligations.

10.7 **No Additional Rights.** Neither designation of an employee as a Participant nor the establishment of an Award Value for or grant of any PSUs or RSUs to any Participant entitles any person to the establishment of an Award Value, grant, or any additional grant, as the case may be, of any PSUs or RSUs under the Plan.

10.8 **Amendment, Termination.** The Plan may be amended or terminated at any time by the Committee in whole or in part, provided that:

10.8.1 no amendment of the Plan shall, without the consent of the Participants affected by the amendment, or unless required by Applicable Law, adversely affect the rights accrued to such Participants with respect to PSUs or RSUs granted prior to the date of the amendment;

10.8.2 no amendment of the Plan shall be effective unless such amendment is approved by the Stock Exchange; and

10.8.3 approval by a majority of the votes cast by shareholders present and voting in person or by proxy at a meeting of shareholders of the Corporation shall be obtained for any:

10.8.3.1 amendment for which, under the requirements of the Stock Exchange or any applicable law, shareholder approval is required;

10.8.3.2 reduction of the purchase price of Shares issued or purchased to pay awards granted under the Plan or the cancellation and reissuance of awards under the Plan;

10.8.3.3 extension of the term of an award under the Plan beyond the original expiry date of the award;

10.8.3.4 any amendment to remove or exceed the insider participation limit set out in Section 6.4;

10.8.3.5 an increase to the maximum number of Shares issuable from treasury under the Plan;

10.8.3.6 amendments to eligible Participants that may permit the introduction or non-employee directors on a discretionary basis;

10.8.3.7 allowance of awards granted under the Plan to be transferable or assignable other than for estate settlement purposes; or

10.8.3.8 amendment to this Section 10.8.

10.9 **Administration Costs.** The Corporation will be responsible for all costs relating to the administration of the Plan. For greater certainty and unless otherwise determined by the Committee, a Participant shall be responsible for brokerage fees and other administration or transaction costs relating to the transfer, sale or other disposition of Shares on behalf of the Participant that have been previously distributed to or provided to the Participant pursuant to the Plan.

10.10 **Compliance with Section 409A of the U.S. Internal Revenue Code**. Notwithstanding any provision in this Plan or an Award Agreement to the contrary, to the extent a Participant is subject to taxation under the U.S. Internal Revenue Code of 1986, as amended (the "U.S. Tax Code"), then any PSUs and RSUs awarded to such Participant shall be interpreted and administered so that any amount payable with respect to such awards shall be paid in a manner that is either exempt from or compliant with the requirements of Section 409A of the U.S. Tax Code and the applicable regulatory and other guidance issued thereunder ("Section 409A"). In furtherance of the foregoing, and notwithstanding Section 7.4 or 7.5 to the contrary, if any PSU or RSU awarded under this Plan would constitute non-exempt "deferred compensation" for purposes of Section 409A, then payment shall be made to the Participant or his legal representative, as applicable, in a single lump sum, less any applicable statutory withholdings or deductions, either (1) during the immediately following calendar year if the last day of the Performance Period or the

Vesting Date, as applicable, is December 31, or (2) if (1) does not apply, no later than 90 days following the last day of the Performance Period or Vesting Date, as applicable (or, in the event of the Participant's death, no later than 90 days following the date of the Participant's death), provided that the Participant does not have a right to designate the year of the payment. Neither the Committee, the Corporation nor its directors, officers or employees make any representations or warranties regarding the tax treatment of any payments under the Plan and none of them shall be held liable for any taxes, interest, penalties or other monetary amounts owed by a Participant as a result of the application of Section 409A.

11. ASSIGNMENT

11.1 **Assignment.** The assignment or transfer of the PSUs or RSUs, or any other benefits under this Plan, shall not be permitted, other than by operation of law.

Attachment 14:

Begin Confidential Liberty Park and AVR Compensation Information

[redacted]

[redacted]

End Confidential Liberty Park and AVR Compensation Information

Attachment 15:

Excerpt from D.04-06-018 Interim Order Adopting Rate Case Plan

INTERIM ORDER ADOPTING RATE CASE PLAN

I. Summary

This decision adopts a revised Rate Case Plan (RCP) that requires Class A water utilities (i.e., those with more than 10,000 service connections) to submit general rate case (GRC) applications on a three-year cycle as required by § 455.2.[1] To accommodate this cycle, we must timely complete our review. We adopt two major process changes designed to ensure that we complete the process within the designated review period. First, we require water utilities to provide all necessary information at the initial stage of the proceeding, rather than over a several month period. Second, we adopt a simplified, inflation-based escalation methodology for two years of the three-year cycle. With these changes, and others reflected in the RCP, the three-year GRC cycle is feasible.

II. Background

The Commission opened this proceeding to update the RCP adopted in 1990. The purpose of the RCP is to provide Class A water utilities with (1) rate case application content guidance, (2) a filing schedule for all Class A water utilities, and (3) a Commission review and evaluation timeline. The impetus for this updating process is § 455.2, which states, in part, that the Commission "shall establish a schedule to require every [Class A] water corporation . . . to file an application . . . every three years."[2] The current RCP does not provide for a mandatory rate case filing schedule.

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[1] All citations are to the Public Utilities Code unless otherwise indicated.

[2] Section 455.2 states: (a) The Commission shall issue its final decision on a general rate case application of a water company with greater than 10,000 service connections in

Footnote continued on next page

Attachment 16:

Excerpt from D.07-05-062 Interim Order Adopting Rate Case Plan

The most recent memorandum entitled, "Estimates of Non-labor and Wage Escalation Rates" as described in D.04-06-018, shall be used for Escalation Years 1 and 2 rate increase requests and shall be sought by Tier 1 advice letter no later than 45 days prior to first day of the escalation year. The advice letter filing shall include all calculations and documentation necessary to support the requested rate change. The requested rate increase shall be subject to the pro forma earnings test, as specified in D.04-06-018. Revenue requirement amounts otherwise subject to rate recovery, e.g., through balancing or memorandum accounts, shall not be subject to escalation.

All rate base items, including capital additions and depreciation, shall not be escalated but rather shall be subject to two test years and an attrition year, consistent with D.04-06-018. If the Escalation Year and Attrition Year advice letters are in compliance with this decision, GO 96-B, and other requirements, the advice letter shall be effective on the first day of the escalation or attrition year, consistent with the procedures set forth in GO 96-B.

Utilize the following methods for preparing escalation year requests:[1]

1. Estimate escalation year labor expenses by the most recent labor inflation factors as published by the DRA.
2. Estimate non-labor escalation year expenses, excluding water production related expenses, by the most recent composite non-labor 60%/compensation per hour 40% inflation factors published by DRA.
3. Estimate escalation year water production related expenses based on escalation year sales.
4. Adjust for all non-recurring and significant expense items prior to escalation. A significant expense is equal to or greater than 1% of test year gross revenues.
5. Expense items subject to recovery via offset accounts, e.g., balancing accounts, shall not be escalated.
6. Estimate escalation year expenses not specifically addressed in DRA's published inflation factors, (such as insurance) based on CPI-U for most recently available 12 months, as provided in D.04-06-018.

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[1] In each water utility's escalation year advice letter filing, the most recent DRA inflation factors will be used.

Attachment 17:

Liberty Park and AVR GO-103A Performance

Liberty Park Water
Data Request #001-AS
1)Telephone Performance Standards

Year	1a-Call Answer Service Level: Total Number of calls reaching a utility	1b-Total number of calls attempting to reach a utility representative	1c-Abandoned Call Rate: Total Number of Calls Abandoned	1d-Abandoned Call Rate: Total Number of attempts to reach a utility	Will remove		
2019	43,152	50,027	1,909	51,936		86%	4%
2020	30,568	33,893	1,294	35,187		90%	4%
2021	26,690	31,460	1,012	32,472		85%	3%
2022	24,080	29,595	1,047	30,642		81%	3%
2023	27,175	37,250	2,968	40,218		73%	7%

1A) Call Answer Performance Standard
Number of calls reaching a utility rep w/n 30 secs / number of attempts to reach utility rep. ≥ 80%

2019	43,152	**2020**	30,568	**2021**	26,690	**2022**	24,080	**2023**	27,175
	50,027		33,893		31,460		29,595		37,250
	86%		90%		85%		81%		73%

1B) Abandoned Call Rate Performance Measure
Number of calls abandoned / Number of attempts to reach a utility ≤ 5%

2019	1,909	**2020**	1,294	**2021**	1,012	**2022**	1,047	**2023**	2,968
	51,936		35,187		32,472		30,642		40,218
	4%		4%		3%		3%		7%

Liberty Apple Valley
Data Request #001-AS
1)Telephone Performance Standards

Year	1a-Call Answer Service Level: Total Number of calls reaching a utility	1b-Total number of calls attempting to reach a utility representative	1c-Abandoned Call Rate: Total Number of Calls Abandoned	1d-Abandoned Call Rate: Total Number of attempts to reach a utility representative
2019	26,881	31,521	717	32,238
2020	24,414	27,077	878	27,955
2021	21,712	25,617	689	26,306
2022	19,802	24,143	844	24,987
2023	20,626	27,940	2,569	30,509

CALCULATIONS

1A) Call Answer Performance Standard
Number of calls reaching a utility rep w/n 30 secs / number of attempts to reach utility rep. ≥ 80%

2019	26,881	**2020**	24,414	**2021**	21,712	**2022**	19,802	**2023**	20,626
	31,521		27,077		25,617		24,143		27,940
	85%		90%		85%		82%		74%

1B) Abandoned Call Rate Performance Measure
Number of calls abandoned / Number of attempts to reach a utility ≤ 5%

2019	717	**2020**	878	**2021**	689	**2022**	844	**2023**	2,569
	32,238		27,955		26,306		24,987		30,509
	2%		3%		3%		3%		8%

Attachment 18:

Fact Sheet Regarding SB998

Fact Sheet

Water Shutoff Protection Act FAQs
SB 998 (Dodd, 2018)

These FAQs are advisory and do not bind the State Water Resources Control Board in any future decision.

1. What is the Water Shutoff Protection Act?

The Water Shutoff Protection Act ("Act") was established when Senate Bill 998 was enacted (Chapter 891, statutes of 2018). It requires certain actions related to discontinuation of water service due to nonpayment by "urban and community water systems" (defined by the Act as public water systems that supply water to more than 200 service connections). The purpose of the Act is to increase protections to residents associated with discontinuation of water service due to nonpayment ("water shutoffs"). A growing number of Californians face challenges in meeting basic expenses such as tap water. The Act supports the policy goal that all Californians, regardless of whether they pay a water bill directly, should be treated fairly when faced with a delinquent water bill, and fair treatment should include the ability to contest a bill, seek alternative payment schedules, and demonstrate medical needs.

2. What does the Water Shutoff Protection Act require of water systems?

The Water Shutoff Protection Act includes, but is not limited to, the following requirements for urban and community water systems:

a. To adopt a written policy on discontinuation of water service for non-payment ("water shutoff policy") that is compliant with the Act.
b. To post the water shutoff policy on the system's website, or if the system has no website, provide the policy to customers in writing upon request.
c. To refrain from shutting off water service for non-payment for at least 60 days and adhere to specified procedures when pursuing water shutoffs. The procedures include, but are not limited to, providing notice in advance of any shutoffs for nonpayment and offering an appeal process for residents to contest a planned shutoff, and to arrange for alternate payment schedules or other means of accommodating financial hardships.
d. To refrain from shutting off water service in certain specified conditions, such as a serious threat to life or health and safety of a resident or severe financial hardship.

e. To restrict fees on reconnection of service as specified, for residents at or below 200% of the federal poverty level.
f. To use specified notification procedures for properties with landlord-tenant relationships. For residential occupants who are tenants who have individual meters, these procedures include making a good faith effort to provide written notice of an imminent termination of service for the landlord's delinquency. The written notice must also inform these residential occupants that they have the right to become customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.
g. To report the number of annual discontinuations of residential service for inability to pay on the system's website, if it has one, and to the State Water Resources Control Board, which must post the information on its website.

3. What must the "water shutoff policy" contain?

The water shutoff policy must contain:

a. A plan for deferred or reduced payments.
b. Alternative payment schedules.
c. A formal mechanism for a customer to contest or appeal a bill.
d. A telephone number for a customer to contact to discuss options for averting water shutoff for nonpayment.

4. What are the compliance dates for the Water Shutoff Protection Act?

The Water Shutoff Policy Act specifies two dates for compliance with its provisions. For urban and community water systems regulated by the CPUC, the compliance date is February 1, 2020. For urban water suppliers (defined in Section 10617 of the Water Code) not regulated by the California Public Utilities Commission (CPUC), the compliance date is also February 1, 2020.

For all other urban and community water systems, the compliance date is April 1, 2020.

(Note also that the Act does not contain any requirements for water systems serving fewer than 200 service connections).

5. What languages are required for the water shutoff policy?

The water shutoff policy and related notices must be provided in English, in the languages listed in Section 1632 of the Civil Code, and in any other language spoken by 10% or more of the customers residing in the water system's service area.

6. Who enforces the Water Shutoff Protection Act?

The Act states that the State Water Resources Control Board may enforce the requirements for the shutoff policy and its website posting (or providing in writing upon request). For 2020, the Board will be collecting information to verify compliance through the electronic annual report water systems submit to the Board's Division of Drinking Water. In addition, the Act allows the Attorney General, at the request of the Board or upon his or her own motion, to bring an action in state court to restrain by temporary or permanent injunction the use of any method, act, or practice prohibited by the Act. For an urban and community water system regulated by the CPUC, the commission may bring an action in state court to restrain by temporary or permanent injunction the use by an urban and community water system regulated by the commission of any method, act, or practice declared in this chapter to be unlawful.

(*This fact sheet was last updated on January 10, 2020*)

Attachment 19:

Excerpt from 2019 Park Annual Report

SCHEDULE B-2

Account 502 - Operating Expenses - For Class A, B, and C Water Utilities (Continued)

Respondent should use the group of accounts applicable to its class

Line No.	Acct.	Account (a)	Class A	Class B	Class C	Amount Current Year (b)	Amount Preceding Year (c)	Net Change During Year Show Decrease in (Parenthesis) (d)
75		**V. CUSTOMER ACCOUNT EXPENSES**						
76		**Operation**						
77	771	Supervision	A	B				$ -
78	771	Superv., meter read., other customer acct expenses			C			$ -
79	772	Meter reading expenses	A	B		251,678	233,873	$ 17,805
80	773	Customer records and collection expenses	A			724,408	760,776	$ (36,368)
81	773	Customer records and accounts expenses		B				$ -
82	774	Miscellaneous customer accounts expenses	A			32,205	22,054	$ 10,151
83	775	Uncollectible accounts	A	B	C	110,104	209,861	$ (99,757)
84		**Total customer account expenses**				$ 1,118,395	$ 1,226,564	$ (108,169)
85		**VI. SALES EXPENSES**						
86		**Operation**						
87	781	Supervision	A	B				$ -
88	781	Sales expenses			C			$ -
89	782	Demonstrating selling expenses	A			223,293	429,173	$ (205,880)
90	783	Advertising expenses	A					$ -
91	784	Miscellaneous, jobbing and contract work	A					$ -
92	785	Merchandising, jobbing and contract work	A					$ -
93		**Total sales expenses**				$ 223,293	$ 429,173	$ (205,880)
94		**VII. RECYCLED WATER EXPENSES**						
95		**Operation and Maintenance**						
96	786	Recycled water operation and maint. expenses						$ -
97		**Total recycled water expenses**				$ -	$ -	$ -
98		**VIII. ADMIN. AND GENERAL EXPENSES**						
99		**Operation**						
100	791	Administrative and general salaries	A	B	C	1,382,058	1,578,082	$ (196,024)
101	792	Office supplies and other expenses	A	B	C	482,480	415,728	$ 66,752
102	793	Property insurance	A					$ -
103	793	Property insurance, injuries and damages		B	C		0	$ -
104	794	Injuries and damages	A			226,932	294,620	$ (67,688)
105	795	Employees' pensions and benefits	A	B	C	1,296,502	1,272,822	$ 23,680
106	796	Franchise requirements	A	B	C	150,376	148,227	$ 2,149
107	797	Regulatory commission expenses	A	B	C	87,536	224,266	$ (136,730)
108	798	Outside services employed	A			167,185	81,923	$ 85,262
109	798	Miscellaneous other general expenses		B				$ -
110	798	Miscellaneous other general operation expenses			C			$ -
111	799	Miscellaneous general expenses	A			3,153,340	2,860,220	$ 293,120
		Main Office allocation				1,030,197	1,003,491	$ 26,706
112		**Maintenance**						
113	805	Maintenance of general plant	A	B	C	157,529	153,042	$ 4,487
114		**Total administrative and general expenses**				$ 8,134,135	$ 8,032,421	$ 101,714
115		**XI. MISCELLANEOUS**						
116	810	Customer surcredits				(498,780)	(720,767)	$ 221,987
117	811	Rents	A	B	C	15,750	-	$ 15,750
118	812	Administrative expenses transferred - Cr.	A	B	C	(1,641,546)	(1,646,965)	$ 5,419
119	813	Duplicate charges - Cr.	A	B	C			$ -
120	9XX	Miscellaneous-Clearings	A	B	C	460,807	418,558	$ 42,249
121		**Total miscellaneous**				$ (1,663,769)	$ (1,949,174)	$ 285,405
122		**Total operating expenses**				$ 17,386,750	$ 17,904,328	$ (517,578)

Attachment 20:

Excerpt from 2019 AVR Annual Report

SCHEDULE B-2
Account 502 - Operating Expenses - For Class A, B, and C Water Utilities (Continued)
Respondent should use the group of accounts applicable to its class

Line No.	Acct.	Account (a)	Class A	Class B	Class C	Amount Current Year (b)	Amount Preceding Year (c)	Net Change During Year Show Decrease in (Parenthesis) (d)
75		**V. CUSTOMER ACCOUNT EXPENSES**						
76		**Operation**						
77	771	Supervision	A	B		-	2,584	$ (2,584)
78	771	Superv., meter read., other customer acct expenses			C			$ -
79	772	Meter reading expenses	A	B		78,940	127,735	$ (48,796)
80	773	Customer records and collection expenses	A			505,148	541,639	$ (36,490)
81	773	Customer records and accounts expenses		B				$ -
82	774	Miscellaneous customer accounts expenses	A			14,179	10,062	$ 4,117
83	775	Uncollectible accounts	A	B	C	67,097	83,001	$ (15,904)
84		**Total customer account expenses**				$ 665,363	$ 765,020	$ (99,657)
85		**VI. SALES EXPENSES**						
86		**Operation**						
87	781	Supervision	A	B				$ -
88	781	Sales expenses			C			$ -
89	782	Demonstrating selling expenses	A			83,322	151,591	$ (68,269)
90	783	Advertising expenses	A					$ -
91	784	Miscellaneous, jobbing and contract work	A					$ -
92	785	Merchandising, jobbing and contract work	A					$ -
93		**Total sales expenses**				$ 83,322	$ 151,591	$ (68,269)
94		**VII. RECYCLED WATER EXPENSES**						
95		**Operation and Maintenance**						
96	786	Recycled water operation and maint. expenses				136,743	141,667	$ (4,923)
97		**Total recycled water expenses**				$ 136,743	$ 141,667	$ (4,923)
98		**VIII. ADMIN. AND GENERAL EXPENSES**						
99		**Operation**						
100	791	Administrative and general salaries	A	B	C	1,049,081	886,706	$ 162,375
101	792	Office supplies and other expenses	A	B	C	394,998	426,180	$ (31,182)
102	793	Property insurance	A			211,028	311,619	$ (100,590)
103	793	Property insurance, injuries and damages		B	C			$ -
104	794	Injuries and damages	A			172,486	272,534	$ (100,049)
105	795	Employees' pensions and benefits	A	B	C	1,068,182	1,413,052	$ (344,869)
106	796	Franchise requirements	A	B	C	229,846	236,786	$ (6,940)
107	797	Regulatory commission expenses	A	B	C	83,090	-	$ 83,090
108	798	Outside services employed	A			327,354	417,882	$ (90,528)
109	798	Miscellaneous other general expenses		B				$ -
110	798	Miscellaneous other general operation expenses			C			$ -
111	799	Miscellaneous general expenses	A			26,686	29,039	$ (2,353)
112		Main Office Allocation	A			3,372,591	3,400,707	$ (28,116)
113		**Maintenance**						
114	805	Maintenance of general plant	A	B	C	91,516	80,381	$ 11,135
115		**Total administrative and general expenses**				$ 7,026,859	$ 7,474,887	$ (448,028)
116		**XI. MISCELLANEOUS**						
117	810	Customer surcredits				(616,394)		$ (616,394)
118	811	Rents	A	B	C	26,950	27,389	$ (439)
119	812	Administrative expenses transferred - Cr.	A	B	C	(1,366,567)	(1,392,836)	$ 26,269
120	9XX	Miscellaneous-Clearings	A	B	C	527,144	502,096	$ 25,048
121		**Total miscellaneous**				$ (1,428,867)	$ (863,351)	$ (565,516)
122		**Total operating expenses**				$ 9,241,454	$ 11,024,080	$ (1,782,626)

Attachment 21:
Escalation Memorandum June 2024

State of California Public Utilities Commission, San Francisco

M E M O R A N D U M

Date: June 25, 2024

To: R. Rauschmeier, Program Manager, Public Advocates Office

From: R. Keowen, Financial Examiner, Public Advocates Office, Water Branch

File No. : S-2559

Subject: Public Advocates Office: Estimates of Non-labor and Wage Escalation Rates for 2023 through 2028 from the June 2024 IHS Global Insight U.S. Economic Outlook

The purpose of the monthly Escalation Memorandum is to inform division management of the trends in the general price level of utility non-labor expenses and wage contracts. Data are provided for 13 years, which include eight historic years, the estimated current year, and four forecasted years.

The following table summarizes the major changes in forecasted labor and non-labor inflation for years 2024 through 2028. Data for 2023 are provided as benchmarks. The factors for May 2024 are presented for comparison.

	Labor		Non-Labor	
	June-24	May-24	June-24	May-24
2023	8.0%	8.0%	0.1%	0.1%
2024	4.1%	4.1%	-0.5%	0.0%
2025	3.2%	3.3%	-1.0%	-0.9%
2026	2.4%	2.2%	1.0%	0.8%
2027	2.5%	2.4%	1.3%	1.2%
2028	2.2%	2.3%	1.5%	1.5%
Compounded	24.5%	24.4%	2.5%	2.7%

A more extensive explanation of the derivation and use of the above factors and a complete presentation of the escalation factors from 2015 through 2027 are provided in the attached appendix.

APPENDIX: EXPLANATION OF ESCALATION RATES

The recommended NON-LABOR ESCALATION RATES for 2016 through 2028 are presented in Table A. The values for 2016 through 2023 are provided for comparison.

TABLE A

Year	Non-Labor Inflation Rate*
2016	-1.1%
2017	3.7%
2018	4.1%
2019	0.1%
2020	-0.5%
2021	14.7%
2022	11.4%
2023	0.1%
2024	-0.5%
2025	-1.0%
2026	1.0%
2027	1.3%
2028	1.5%

* Revised 07/17/97 based on 1995 re-weighted purchases. [Source: BLS, Supplement to Producer Price Indexes, 1995, Table 12]

These escalation rates represent the calendar year average, or alternatively stated, the 12-month-ended spot rate at mid-year. These price factors have not been adjusted for real growth of expensed materials and services. The escalation factors are generated from a composite index of 10 Wholesale Price Indexes (WPI) for materials and supplies expenses and the CPI-U weighted 5% for services and consumer-related items. **These non-labor rates are not applicable to plant, contracted services, loans, insurance, rents, and pensions and other utility employee benefits. Escalation of these expenses is addressed on pages 10-15 of D.04-06-018/R.03-09-005 (Water Rate Case Plan).**

Attachment 22:
EPA PFAS Regulation Fact Sheet

EPA

FACT SHEET

PFAS National Primary Drinking Water Regulation

Introduction

Safe drinking water is fundamental to healthy people and thriving communities. President Biden believes that all people in the United States should have access to clean, safe drinking water. Since the beginning of the Biden-Harris Administration, EPA has been delivering on the promise to protect communities from the harmful effects of toxic substances, including carcinogens. PFAS are a series of man-made chemical compounds that persist in the environment for long periods of time. They are often called "forever chemicals." For decades PFAS chemicals have been used in industry and consumer products such as nonstick cookware, waterproof clothing, and stain resistant furniture. These chemicals have been important for certain industries and uses. And the latest science shows that these chemicals are harmful to our health.

PFAS exposure over a long period of time can cause cancer and other serious illnesses that decrease quality of life or result in death. PFAS exposure during critical life stages such as pregnancy or early childhood can also result in adverse health impacts. EPA's responsibility through the Safe Drinking Water Act is to protect people's drinking water, and the Biden-Harris Administration is taking action to protect public health by establishing nationwide, legally enforceable drinking water limits for several well-researched PFAS chemicals and reduce PFAS exposure for approximately 100 million Americans served by public drinking water systems.

The Rule

As the lead federal agency responsible for protecting America's drinking water, EPA is using the best available science on PFAS to set national standards. PFAS can often be found together in water and in varying combinations as mixtures. Decades of research shows mixtures of different chemicals can have additive health effects, even if the individual chemicals are each present at lower levels.

In this final rule, EPA is setting limits for five individual PFAS: PFOA, PFOS, PFNA, PFHxS, and HFPO-DA (known as GenX Chemicals). And EPA is also setting a hazard index level for two or more of four PFAS as a mixture: PFNA, PFHxS, HFPO-DA, and PFBS:

Chemical	Maximum Contaminant Level Goal (MCLG)	Maximum Contaminant Level (MCL)
PFOA	0	4.0 ppt
PFOS	0	4.0 ppt
PFNA	10 ppt	10 ppt
PFHxS	10 ppt	10 ppt
HFPO-DA (GenX chemicals)	10 ppt	10 ppt
Mixture of two or more: PFNA, PFHxS, HFPO-DA, and PFBS	Hazard Index of 1	Hazard Index of 1
Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety and are non-enforceable public health goals.		

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to MCLGs as feasible using the best available treatment technology and taking cost into consideration. MCLs are enforceable standards.
ppt: parts per trillion
Hazard Index (HI): The Hazard Index is a long-established approach that EPA regularly uses to understand health risk from a chemical mixture (i.e., exposure to multiple chemicals). The HI is made up of a sum of fractions. Each fraction compares the level of each PFAS measured in the water to the health-based water concentration.

This new rule will significantly reduce the level of PFAS in drinking water across the United States. Many states have worked to monitor for and reduce PFAS exposure in drinking water through state-specific regulations. This rule builds on these efforts by incorporating the latest science and establishing a nationwide, long-term health-protective level for these specific PFAS in drinking water. Communities and states will need to determine whether PFAS is in their drinking water and take actions such as notifying consumers and reducing the levels of PFAS, as needed.

Water systems must take action to reduce the levels of these PFAS in drinking water if the level of PFAS in their drinking water exceeds regulatory standards. Regulated public water systems have three years to complete their initial monitoring for these chemicals. Systems must include their results in their Annual Water Quality reports to customers. Systems that detect PFAS above the new standards will have five years to implement solutions that reduce PFAS in their drinking water. Water systems must also notify the public if levels of regulated PFAS exceed these new standards.

Impacts and Costs of the Rule

People will live longer, healthier lives because of this action, and the benefits justify the costs. Once implemented, these limits will reduce tens of thousands of PFAS-attributable illnesses or deaths. EPA estimates that once implemented, this regulation will reduce PFAS exposure for approximately 100 million Americans served by public drinking water systems. EPA considered all available information and analyses for costs and benefits, quantifiable and non-quantifiable, of this rule and determined that the benefits justify the costs.

Fewer people will get cancer or liver disease, pregnant women will have reduced risks, and more and children and infants will be stronger and grow healthier. EPA calculated measurable health benefits based on fewer cancers, lower incidents of heart attacks and strokes, and reduced birth complications. These benefits are estimated to be approximately $1.5 billion per year, and include avoided costs of medical bills, income lost to illness, and death. Additionally, EPA could not quantify all the health benefits, including developmental, cardiovascular, liver, immune, endocrine, metabolic, reproductive, musculoskeletal, and carcinogenic effects, and therefore the benefit estimates are likely greater than $1.5 billion.

Compliance with this rule is estimated to cost approximately $1.5 billion annually. The Biden-Harris Administration has dedicated $9 billion through the Bipartisan Infrastructure Law to help communities impacted by PFAS pollution in drinking water. In addition, another $12 billion in Bipartisan Infrastructure Law funding is available to communities to make general drinking water improvements, including addressing PFAS chemicals. Estimated costs include water system monitoring, communicating with customers, and – if necessary – installing treatment technologies.

Implementation and Funding

The rule is achievable and implementable. Drinking water utilities will be able to implement these new requirements as control technologies exist and are in use today. Water treatment technologies exist to remove PFAS from drinking water including granular activated carbon, reverse osmosis, and ion exchange systems. EPA's

final rule does not dictate how water systems remove these contaminants. The rule is flexible, allowing systems to determine the best solutions for their community. Public water systems can choose from multiple proven treatment options. In some cases, systems can close contaminated wells or obtain a new uncontaminated source of drinking water.

There is unprecedented funding for drinking water systems impacted by PFAS and other emerging contaminants to provide safe water to communities. We know that PFAS pollution can have a disproportionate impact on small, disadvantaged, and rural communities, and there is federal funding available specifically for these water systems. With today's announcement of the rule, EPA is also announcing nearly $1 billion for states and territories, through the Emerging Contaminants in Small or Disadvantaged Communities Grant Program, which can be used for initial testing and treatment at both public water systems and to help owners of private wells address PFAS contamination. The nearly $1 billion announced today is part of the dedicated $9 billion of Bipartisan Infrastructure Law (BIL) funding for communities with drinking water impacted by PFAS and other emerging contaminants. An additional $12 billion in Bipartisan Infrastructure Law funding is available to communities to make general drinking water improvements, including addressing PFAS pollution. Another option for PFAS funding is the Water Infrastructure Finance and Innovation Act (WIFIA) program, a federal loan program at EPA that provides low-cost, flexible funding to communities for water infrastructure projects, including projects to address PFAS. WIFIA funding is available year-round, so communities can request financing on their schedule. Visit the WIFIA program's website to learn more.

This funding is available through EPA programs that are part of President Biden's Justice40 Initiative, which set the goal that 40 percent of the overall benefits of certain federal investments flow to disadvantaged communities that are marginalized by underinvestment and overburdened by pollution.

EPA's free Water Technical Assistance program (WaterTA) is ensuring that disadvantaged communities can access federal funding. Too many communities across America face challenges providing safe drinking water services to their residents, and WaterTA supports communities to identify water challenges; develop plans; build technical, managerial, and financial capacity; and develop application materials to access water infrastructure funding. EPA collaborates with state, Tribes, territories, community partners, and other key stakeholders to implement WaterTA efforts and the end result is more communities with applications for federal funding, quality water infrastructure, and reliable water services. Learn more here.

Additional Resources

Learn more about water infrastructure funding opportunities by visiting EPA's water infrastructure page.

If you are concerned about PFAS in drinking water, there are key actions you can take. People who are concerned about PFAS in their drinking water should first contact their drinking water utility to find out more about their drinking water, including what contaminants may be present, if the utility is monitoring for PFAS, what the levels are, and to see whether any actions are being taken.

If you remain concerned after talking to your utility, then consider using or installing in-home water treatment (e.g., filters) that is certified to lower the levels of PFAS in your water and/or contact your health care provider as well as your state or local health department. You can find more information about water filters that help reduce PFAS here. If you get your water from a home drinking water well, then EPA recommends you conduct regular testing. If PFAS are found, you can take steps to lower the levels of PFAS. For more visit: EPA's website here.

Attachment 23:

Excerpt from DR 09-KN3, Q12c PW COC Cost GL

Document Type	Document Number	Document Company	GL Date	Actual Amount	Post Status	Business Unit	Object Account	Subsidiary	Description	Subledger	JE Explanation	Batch Type	Batch Number	Batch Date	Remark	Address Number
JA	191740	01000	10/31/2012	20,850.64	Posted	1100	3601	13	Rate Case Costs	W.00001586	Cost of Capital Charges 2012	D	237231	11/7/2012	Cost of Capital Charges	0
JA	191740	01000	11/30/2012	18,066.39	Posted	1100	3601	13	Rate Case Costs	W.00001586	Cost of Capital Charges 2012	D	238238	12/7/2012	Cost of Capital Charges	0
JA	191740	01000	12/31/2012	25,488.34	Posted	1100	3601	13	Rate Case Costs	W.00001586	Cost of Capital Charges 2012	D	239509	1/9/2013	Cost of Capital Charges	0
JA	199653	01000	1/31/2013	0.00	Posted	1100	3601	13	Rate Case Costs	W.00001586	Cost of Capital Charges 2013	D	240335	2/8/2013	Cost of Capital Charges	0
JA	199653	01000	2/28/2013	0.00	Posted	1100	3601	13	Rate Case Costs	W.00001586	Cost of Capital Charges 2013	D	241068	3/7/2013	Cost of Capital Charges	0
JA	199653	01000	3/31/2013	1,855.09	Posted	1100	3601	13	Rate Case Costs	W.00001586	Cost of Capital Charges 2013	D	241969	4/8/2013	Cost of Capital Charges	0
JA	199653	01000	4/30/2013	-184.27	Posted	1100	3601	13	Rate Case Costs	W.00001586	Cost of Capital Charges 2013	D	242821	5/7/2013	Cost of Capital Charges	0
JA	199653	01000	5/31/2013	451.22	Posted	1100	3601	13	Rate Case Costs	W.00001586	Cost of Capital Charges 2013	D	243729	6/7/2013	Cost of Capital Charges	0
JA	199653	01000	6/30/2013	342.22	Posted	1100	3601	13	Rate Case Costs	W.00001586	Cost of Capital Charges 2013	D	244647	7/9/2013	Cost of Capital Charges	0
JA	199653	01000	11/30/2013	650.03	Posted	1100	3601	13	Rate Case Costs	W.00001586	Cost of Capital Charges 2013	D	248893	12/6/2013	Cost of Capital Charges	0
JE	200666	01100	2/28/2013	22.65	Posted	1100	3601	13	Rate Case Costs	W.00001586	Reclass fedex cost of cap.	G	241002	3/6/2013		0
JE	221416	01100	12/31/2013	-650.03	Posted	1100	3601	13	Rate Case Costs	W.00001586	Reclass to Legal Expenses	G	249817	1/3/2014	Reclass to Legal Expenses	0
JE	221418	01100	12/31/2013	220.03	Posted	1100	3601	13	Rate Case Costs	W.00001586	FinalTrueUpofCOC&AdjSTermLTerm	G	249822	1/3/2014	Final TrueUp of COC Proceeding	0
Total Posted				**67,112.31**												
Grand Total				**67,112.31**												