

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

In the matter of the Application of the **GOLDEN  
STATE WATER COMPANY (U 133 W)** for an  
order authorizing initial rates for water service in its  
Sutter Pointe Customer Service Area for the years  
2026, 2027, and 2028

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APPLICATION NO.

24-XX-XXX-

**APPLICATION OF GOLDEN STATE WATER COMPANY  
FOR AN ORDER AUTHORIZING RATES  
IN ITS SUTTER POINTE CUSTOMER SERVICE AREA**

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August 2024

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FOR AN ORDER AUTHORIZING RATES  
IN ITS SUTTER POINTE CUSTOMER SERVICE AREA**

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<b>STATE WATER COMPANY (U 133 W)</b> for an	)	APPLICATION NO.
order authorizing initial rates for water service in	)	
its Sutter Pointe Customer Service Area for the	)	<u>24-XX-XXX</u>
years 2026, 2027, and 2028	)	
_____	)	

**APPLICATION OF GOLDEN STATE WATER COMPANY  
FOR AN ORDER AUTHORIZING RATES  
IN ITS SUTTER POINTE CUSTOMER SERVICE AREA**

**SECTION I  
AUTHORITY FOR FILING**

Pursuant to Rule 3.2 of the Rules of Practice and Procedure (Rules) of the California Public Utilities Commission (Commission) and Sections 454 et seq. of the California Public Utilities (PU) Code, and in compliance with Ordering Paragraphs 9 through 12 of Decision (D.) 14-06-051 and Ordering Paragraph 4 of D.07-05-062 and Appendix A thereto (the Rate Case Plan), Golden State Water Company (GSWC or Applicant) respectfully submits this Application for general rates in its Sutter Pointe Customer Service Area (CSA).

**SECTION II  
STATEMENT OF RELIEF SOUGHT**

By this Application, GSWC requests authority from the Commission to establish rates for water service in its Sutter Pointe CSA ratemaking area. The requested rates will allow GSWC to invest in crucial plant, property and other equipment needed to

provide quality utility service to its customers within the Sutter Pointe CSA. This Application is filed, as required by D.14-06-051,<sup>1</sup> and in accordance with D.07-05-062.

With the issuance of D.14-06-051, the Commission granted GSWC a Certificate of Public Convenience and Necessity to construct and operate a municipal water system to serve a new master-planned community in unincorporated Sutter County, known as the Sutter Pointe Specific Plan, subject to the conditions set forth in Ordering Paragraphs 9, 10, 11 and 12. Specifically, before starting construction of the distribution or “in-tract” infrastructure associated with this project, GSWC must file its initial General Rate Case (GRC) for the Sutter Pointe Specific Plan area. The Commission directed that the first year of service in the Sutter Pointe Specific Plan area should be used as the proposed test year in its GRC filing.<sup>2</sup> The developers have advised GSWC that they are ready to start construction of the in-tract distribution system, with occupation of the first unit scheduled for 2026. Therefore, GSWC is filing this GRC Application in compliance with D.14-06-051, with 2026 as the test year.

After issuance of D.14-06-051, the Office of Ratepayer Advocates (ORA, now the Public Advocates Office) filed an application for rehearing based on concerns regarding a certain rate cap that was adopted in that decision.<sup>3</sup> On August 13, 2015, the Commission issued D.15-08-027, granting a rehearing and opening the proceeding for the limited purpose of reviewing the rate cap. Subsequently, ORA and GSWC reached a settlement on the issues subject to the rehearing, and on October 5, 2016, the Commission issued D.16-09-051, approving the parties’ Settlement Agreement.

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<sup>1</sup> D.14-06-051 at Ordering Paragraphs 9, 10, 11 and 12.

<sup>2</sup> *Id.* at Ordering Paragraph 10.

<sup>3</sup> The rate cap is addressed in Ordering Paragraphs 15 and 16 of D.14-06-051. This topic is discussed in the Prepared Testimony of Jeffrey T. Linam.

D.16-09-051 modified D.14-06-051 solely with regard to the rate cap, by superseding Ordering Paragraphs 15 and 16.<sup>4</sup> No other Ordering Paragraphs of D.14-06-051 relevant to this GRC filing were modified by D.15-08-027 or D.16-09-051.

## **1. General Rate Case Application Requirements**

Sections I.A through I.D of the Rate Case Plan adopted by D.07-05-062 identify the summary information that must be included in GRC applications. For the Sutter Pointe CSA, that information is set forth below, to the extent applicable.

### **A. Summary of Requested Revenue Requirement and Rate Base**

Section I.A of the Rate Case Plan requires water utilities to compare the proposed amounts to the last adopted and recorded amounts to determine the differences in dollars and percentages.<sup>5</sup> Because this Application requests initial rates for the Sutter Pointe CSA, such a comparison is not possible. Below is a table showing the revenue requirement for the proposed 2026 test year and the attrition years 2027 and 2028.

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<sup>4</sup> Decision 16-09-051 at Ordering Paragraphs 2 and 3.

<sup>5</sup> D.07-05-062 at A-21, Section I.A.

<b>Sutter Pointe CSA</b>			
	Proposed Test Year 2026 <sup>6</sup>	2027 <sup>7</sup>	2028
Total Revenue Requirement \$	\$310,678	\$602,644	\$879,828
Rate Base \$	\$465,418	\$1,670,603	\$2,875,788
Rate Base Difference		\$1,205,185	\$1,205,185
Rate Base % Increase		259%	72%
Operating Expenses \$	\$273,783	\$470,212	\$651,859
Operating Expense \$ Difference		\$196,429	\$181,647
Operating Expenses % Difference		72%	39%
Rate of Return	7.93%	7.93%	7.93%

## **B. Primary Cost Increases**

Section I.B of the Rate Case Plan requires water utilities to list the five most significant issues that the utility believes require a rate change.<sup>8</sup> Because this Application requests that the Commission establish the initial rates for the Sutter Pointe CSA, such requirement is not applicable.

<sup>6</sup> Although the Proposed Test Year 2026 reflects the Total Revenue Requirement for 2026, the proposed rates in this Application incorporate the rate cap that the Commission adopted in D.16-09-51 (as discussed above and in the Prepared Testimony of Jeffrey T. Linam). GSWC will use the Total Revenue Requirement, as adopted by the Commission in this proceeding, to calculate the revenue shortfall resulting from such rate cap.

<sup>7</sup> As Sutter Pointe is a new CSA, there is currently no recorded or adopted data available. It is being supplanted by the proposed data for 2027 and 2028.

<sup>8</sup> D.07-05-062 at A-22, Section I.B.

### **C. Issues of Controversy**

Section I.C of the Rate Case Plan requires water utilities to list Issues of Controversy in their GRC applications.<sup>9</sup> For each Issue of Controversy listed, a water utility must include the estimated financial impact of the Issue of Controversy and provide a brief summary of its position on the issue.

The Commission, however, did not define “Issues of Controversy” in D.07-05-062. In D.04-06-018 (the rate case plan that preceded D.07-05-062), the Commission did address and refer to “Contentious Items.” In D.04-06-018, the Commission directed water utilities to include a list of contentious issues in its GRC applications, which were defined as “all issues on which a different outcome is sought on an issue previously addressed by the Commission for this utility, or in a reported Commission decision for another water utility, and all significant issues not previously addressed by the Commission.”<sup>10</sup> GSWC has interpreted “Issues of Controversy” in D.07-05-062 to be the same as “Contentious Items” as used in D.04-06-018 and has determined there are no Issues of Controversy in this GRC.

### **D. Proposed Notices**

Section I.D of the Rate Case Plan requires water utilities to include in the proposed Application proposed notices to customers that will be submitted for review by the Commission’s Public Advisor upon filing of the proposed application.<sup>11</sup> The Proposed Notice for the Sutter Pointe CSA is attached as **Exhibit A**.

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<sup>9</sup> D.07-05-062 at A-22, Section I.C.

<sup>10</sup> D.04-06-018, Appendix A, p.6.

<sup>11</sup> D.07-05-062 at A-22, Section I.D.



## **2. Testimony Requirements A through L**

Under Section II of the Rate Case Plan, GSWC must provide responses to the issues listed in Sections II.A through II.L and cross-reference those responses with supporting testimony or evidence.<sup>12</sup> In addition to the responses and cross-references set forth in this Application, the response to the Minimum Data Request provided to the Public Advocates Office with the Proposed Application on June 21, 2024 contains responses or cross-references to responses to the issues listed in Sections II.A through II.L in Appendix A to D.07-05-062.

## **3. Special Requests**

GSWC includes the following special requests in this Application.

Special Request 1: Include Sutter Pointe CSA in GSWC's Next Companywide GRC

D.14-06-051 requires that GSWC file this initial GRC as a standalone GRC separate and apart from GSWC's regular company-wide GRC.<sup>13</sup> GSWC is requesting that the Commission confirm that GSWC may file its next GRC requesting rates for its Sutter Pointe CSA in conjunction with GSWC's companywide GRC in 2026 to establish company-wide rates for the years 2028, 2029 and 2030. In that company-wide GRC filing, as to the Sutter Pointe CSA GSWC would address and abide by the 6-year rate cap applicable to the Sutter Pointe CSA required by D.16-09-051. Please see the Prepared Testimony of Jeffrey T. Linam for more detail.<sup>14</sup>

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<sup>12</sup> D.07-05-062 at A-22 to A-31.

<sup>13</sup> D.14-06-051 Ordering Paragraph 9.

<sup>14</sup> Testimony of J. Linam at Section V, Special Request 1.

Special Request 2. Authorize Interim Rates for 2025 Prior to the First Test Year

In the event that Sutter Pointe CSA customers require water service prior to 2026, GSWC is requesting authority to establish interim rates for 2025 based on rates requested for 2026, and to establish a memorandum account to track any over or under collection occurred in 2025, based on final rates approved for 2026. Please see the Prepared Testimony of Jeffrey T. Linam for more detail.<sup>15</sup>

Special Request 3. Authorize Tracking of Sutter Pointe CSA Costs in Certain Companywide Balancing and Memorandum Accounts

GSWC is requesting that the Commission authorize GSWC to track costs associated with its Sutter Pointe CSA in certain GSWC pre-approved company-wide balancing and memorandum accounts. Please see the Prepared Testimony of Jeffrey T. Linam for more detail.<sup>16</sup>

Special Request 4. Review GSWC's Sutter Pointe General Rate Case Memorandum Account and Find that the Costs Incurred are Fair and Reasonable

Pursuant to Ordering Paragraph No. 3 of D.06-04-037, GSWC is providing the Commission with a report on the status of its authorized Sutter Pointe General Rate Case Memorandum Account (SPGRCMA). For more detail, a summary of the memorandum account, including description, current balances (as of April 30, 2024), and proposed actions desired by GSWC (such as amortization, continuation, closure, etc.) are set forth in the Prepared Testimony of Jeffrey T. Linam.<sup>17</sup> GSWC is requesting that the Commission confirm the SPGRCMA will remain open until a Decision in this

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<sup>15</sup> *Id.* at Special Request 2.

<sup>16</sup> *Id.* at Special Request 3.

GRC is issued, and find that the costs recorded to date in the SPGRCMA are fair and reasonable.

Special Request 5. Establish a Water Conservation Advancement Plan (WCAP) for the Sutter Pointe CSA

GSWC is proposing a conservation rate structure in this application. In GSWC's 2023 GRC, Application (A.) 23-08-010, which is currently before the Commission, GSWC requested authorization to implement a new revenue decoupling program, the Water Conservation Advancement Plan (WCAP). GSWC is requesting the Commission apply any findings in its current GRC related to the WCAP, or any alternative mechanisms adopted by the CPUC, to the Sutter Pointe CSA as well. Please see the Prepared Testimony of Jeffrey T. Linam for more detail.<sup>18</sup>

Special Request 6. Authorize GSWC to Add Rent and Related Costs of Temporary Trailer to Cost of Service in 2027

GSWC is proposing to rent a temporary trailer to provide support to the Sutter Pointe CSA, commencing in 2027. In connection with that proposal, GSWC is requesting an exception to the required attrition filing methodology set forth in the Rate Case Plan to allow the inclusion of these additional costs in its 2027 attrition filing, because the rental, trash and utility expenses associated with that trailer will begin in 2027, rather than in 2026. Please see the Prepared Testimony of Jeffrey T. Linam for more detail.<sup>19</sup>

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<sup>17</sup> *Id.* at Special Request 4.

<sup>18</sup> *Id.* at Special Request 5.

#### 4. Additional Information

The attached **Exhibit B** lists the proposed rate schedules. Rates shown in this Application reflect the currently adopted cost of capital. GSWC's latest cost of capital was addressed and adopted in D.23-06-025.<sup>20</sup>

In addition, the Results of Operation for the Sutter Pointe Customer Service Area is included with this Application. The Results of Operation includes the following chapters and tables:

Chapter 1	Introduction
Chapter 2	Proposed Rates
Chapter 3	Proposed Operations
Table 3-A	System Schematic
Table 3-B	Service Area Map
Chapter 4	Summary of Earnings
Table 4-A	Functional Summary of Earnings – Recorded
Table 4-B	Functional Summary of Earnings – Estimated Years at Present & Proposed Rates
Table 4-C	Number of Customers – Recorded and Estimated years
Table 4-D	Water Sales – Recorded and Estimated years
Table 4-E	Operating Revenues – Recorded and Estimated Years at Proposed Rates
Table 4-F	Reserved
Table 4-G	Supply Expenses
Table 4-H	Operations & Maintenance Expenses – Recorded and Estimated Years
Table 4-I	Administrative and General Expenses – Recorded and Estimated Years
Table 4-J	Property Taxes – Recorded and Estimated Years

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<sup>19</sup> *Id.* at Special Request 6.

Table 4-K	Taxes on Income - Estimated Years at Present & Proposed Rates
Table 4-L	Weighted Average Rate Base – Recorded and Estimated Years
Table 4-M	Utility Plant – Recorded and Estimated Years
Table 4-N	Depreciation Reserve and Expense – Recorded and Estimated Years
Table 4-O	Advances and Contributions – Recorded and Estimated Years
Table 4-P	Development of Depreciation Accrual Rates
Chapter 5	Rates
Table 5-A	Present and Proposed Rates
Table 5-B	Bill Comparison

### **SECTION III 2024 FILING COMPLIANCE**

In compliance with the Commission’s 2024 filing requirements, the following are included with this Application:

1. Category – This Application should be categorized as a Rate Setting proceeding;
2. Need for Hearing – GSWC expects that a hearing will be needed. Accordingly, it respectfully requests that this matter be set for hearing as set forth in D.07-05-062. Applicant stands ready to proceed immediately.
3. Issues – The issues in the case include:
  - A. Cost of service items related to the Sutter Pointe CSA including utility plant, rate base, supply expense and other expenses;
  - B. Request that step and attrition increases that are delayed due to no fault of GSWC be made retroactive to the first day of the applicable rate cycle; and

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<sup>20</sup> GSWC’s current authorized cost of capital is 7.93% as approved by Advice Letter 1910-W on

- C. Special Requests as described above.
4. Schedule – GSWC's Proposed Rate Case Plan Schedule for this Application in 2024/2025 is attached as **Exhibit C**. GSWC will adhere to this proposed rate case plan.

#### **SECTION IV FORMAL MATTERS AND PROCEDURAL REQUIREMENTS**

This Application is made pursuant to D.14-06-051 and PU Code 454.

Applicant's legal name is Golden State Water Company, Applicant, is a regulated subsidiary of American States Water Company. Its postal address and principal place of business are:

630 East Foothill Boulevard,  
San Dimas, California 91773-9016  
Telephone: (909) 394-3600

Correspondence and communications in regard to this Application should be addressed to Jon Pierotti, Vice President, Regulatory Affairs, Golden State Water Company, at the above address and telephone, with a copy of such correspondence to GSWC's counsel:

Joseph M. Karp, Esq.  
Sheppard Mullin Richter & Hampton LLP  
Four Embarcadero Center  
Seventeenth Floor  
San Francisco, California 94111  
Telephone: (415) 774-3118  
Facsimile: (415) 403-6078  
Email: [jkarp@sheppardmullin.com](mailto:jkarp@sheppardmullin.com)

Applicant, a California corporation organized under the laws of the State of California on December 31, 1929, is a public utility rendering water service in various

areas in the counties of Contra Costa, Imperial, Lake, Los Angeles, Orange, Sacramento, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura.

Applicant's Restated Articles of Incorporation (Articles), as amended on September 16, 2005, are attached as **Exhibit D**. Golden State's Bylaws are attached as **Exhibit E**.

Applicant formally changed its name from Southern California Water Company to Golden State Water Company on October 1, 2005.

Applicant's latest available Balance Sheet and Income Statement are attached hereto as **Exhibit F**.

No transaction requiring GSWC to report a material financial interest, as defined in General Order No. 104-A, has occurred since the last Annual Report filed by Applicant, and Applicant does not propose at present to become party to any transaction requiring GSWC to report a material financial interest.

Within twenty (20) days of filing this Application, Applicant will cause to be published a notice of the general terms of the proposed rates in a newspaper of general circulation in the area served. Proof of such publication will be filed with the Commission. Within twenty (20) days of filing of this Application, Applicant will mail a copy of the Application to the officers of political subdivisions and interested parties listed on **Exhibit G**. Within seventy-five (75) days of filing this Application, Applicant will provide each customer of record, the information required by Rule 3.2(d) of the Commission's Rules of Practice and Procedure.

## **SECTION V CAUSE OF APPLICATION**

This Application is filed pursuant to D.14-06-051 and PU Code 454 to set initial rates in GSWC's Sutter Pointe CSA that, in accordance with PU Code 451, are just and reasonable.

## **SECTION VI REPORTS AND HEARINGS**

Applicant has prepared the following documents in support of this Proposed Application:

- Report on Results of Operations for the Sutter Pointe CSA
- Prepared Testimonies
- Minimum Data Request
- Supporting Workpapers

Applicant proposes to rely upon these reports and the Prepared Testimonies related thereto in connection with proceedings concerning this Application.

## **SECTION VII CONCLUSION**

Applicant's proposed rates will produce a fair and reasonable return on the property of Applicant dedicated to rendering public utility water service in Applicant's Sutter Pointe CSA.



**SECTION VIII  
PRAYER**

WHEREFORE, pursuant to the Commission's authority under PU Code 454 to authorize rates that, in accordance with PU Code 451, are just and reasonable, Applicant prays that this Commission issue its order:

1. Finding that the proposed rates and charges in Applicant's Sutter Pointe CSA are just and reasonable;
2. Finding that the rates and charges proposed herein are just and reasonable and that (a) expenses recorded in Sutter Pointe General Rate Case Memorandum Account are fair and reasonable; (b) any increases or decreases in the rates resulting from changes in the compensation per hour and non-labor inflation rates used in the composite inflation rate, as well as the labor inflation rate as published by the Public Advocates Office's Energy Cost of Service, and Communications & Water Policy Branches, and CPI-U as published by the US Department of Labor, Bureau of Labor Statistics for insurance, postage, labor, payroll tax, property tax or income taxes that occur after the filing of this Application, should be included in the rates authorized in this proceeding; (c) any increases or decreases in water supply costs due to changes in vendor rates should be included in authorized rates; and (d) any change in the authorized cost of capital should be included in authorized rates;
3. Granting that rates are effective with the issuance of a Decision in this Application;

4. Granting relief with interim rates as determined reasonable by the Commission if completion according to the Commission's Regulatory Plan Time Table is delayed or if escalation and attrition increases are delayed due to no fault of GSWC;
5. Finding that each of GSWC's Special Requests (listed in Section II.2 of this Application) are fair and reasonable and should therefore be approved;
6. Finding that GSWC met all the requirements of D.14-06-051 and D.16-09-051; and
7. Granting such other relief as appropriate.

Respectfully submitted on August 26, 2024.

By /s/ JON PIEROTTI

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Jon Pierotti

Vice President, Regulatory Affairs

**GOLDEN STATE WATER COMPANY**

## VERIFICATION

With respect to the within Application, the undersigned certifies that he holds the position indicated below his name, that he is authorized to make this verification for and on behalf of said entity; that he has read the Application and knows the contents thereof; and that the same is true of his own knowledge and belief, except as to those matters which are thereon stated upon his information or belief, and as to those matters, he believes them to be true.

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed on August 26, 2024, in the City of San Dimas, California.

By /s/ JON PIEROTTI

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Jon Pierotti

Vice President, Regulatory Affairs

**GOLDEN STATE WATER COMPANY**

**APPLICATION OF  
GOLDEN STATE WATER COMPANY FOR AN  
ORDER AUTHORIZING RATES IN ITS  
SUTTER POINTE CUSTOMER SERVICE AREA**

**EXHIBIT A**

**Sutter Point Customer Notice**

**NOTIFICATION OF APPLICATION FILING BY GOLDEN STATE WATER COMPANY  
FOR AN ORDER AUTHORIZING RATES  
IN ITS SUTTER POINTE CUSTOMER SERVICE AREA  
APPLICATION 24-xx-00x**

Golden State Water Company (GSWC) filed Application 24-xx-00x with the California Public Utilities Commission (CPUC) to establish rates for water service in its Sutter Pointe Customer Service Area (CSA) ratemaking area. The requested rates will allow GSWC to invest in crucial plant, property, and other equipment needed to provide quality utility service to its customers.

This application is being filed as required by Decision (D.) 14-06-051, in which, the CPUC granted GSWC a certificate of public convenience and necessity to construct and operate a municipal water system, known as the Sutter Pointe Specific Plan area. In accordance with D.14-06-051, before starting construction of the distribution or “in tract” infrastructure associated with this project, GSWC is required to file its initial General Rate Case (GRC) for the Sutter Pointe Specific Plan area.

The Sutter Pointe CSA is comprised of 7,500 acres and at full build-out will consist of commercial, industrial, and residential developments. The developer has advised GSWC that it is ready to start construction of the in tract distribution system with occupation of the first unit scheduled for 2026, therefore GSWC is filing this GRC application in compliance with D.14-06-051.

In the event that Sutter Pointe CSA customers require water service prior to 2026, GSWC is requesting interim rates for 2025 based on rates requested for 2026. GSWC is proposing a conservation rate structure in this application. There are currently no residents at the project site.

Please visit [apps.cpuc.ca.gov/c/A24xx00x](https://apps.cpuc.ca.gov/c/A24xx00x) to submit a comment about this proceeding on the CPUC Docket Card. Here you can also view documents and other public comments related to this proceeding.

Your participation, by providing your thoughts on GSWC's request, can help the CPUC make an informed decision.

**CPUC Process**

This application will be assigned to a CPUC Administrative Law Judge, who will consider proposals and evidence presented during the formal hearing process. The Administrative Law Judge will issue a proposed decision, which may adopt GSWC's application, modify it, or deny it. Any CPUC commissioner may sponsor an alternate decision with a different outcome. The proposed decision, and any alternate decisions, will be discussed and voted upon by the CPUC commissioners at a public CPUC Voting Meeting.

Parties to the proceeding may review GSWC's application, including the Public Advocates Office, which is an independent consumer advocate within the CPUC that represents customers to obtain the lowest possible rate for service consistent with reliable and safe service levels. For more information about the Public Advocates Office, please call 1-415-703-1584, email [PublicAdvocatesOffice@cpuc.ca.gov](mailto:PublicAdvocatesOffice@cpuc.ca.gov), or visit [PublicAdvocates.cpuc.ca.gov](https://PublicAdvocates.cpuc.ca.gov).

**Where can I get more information?**

**Contact GSWC**

**Email:** GSWC\_Reg\_Affairs@gswater.com

**Mail:** Golden State Water Company  
Attn: Regulatory Affairs Department  
630 East Foothill Boulevard  
San Dimas, California 91773-9016

A copy of the application and any related documents may also be reviewed at: [www.gswater.com/xxx](http://www.gswater.com/xxx)

**Contact CPUC**

If you have questions about CPUC processes, you may contact the CPUC's Public Advisor's Office at:

**Phone:** 1-866-849-8390 (toll-free)  
**Email:** Public.Advisor@cpuc.ca.gov  
**Mail:** CPUC Public Advisor's Office  
505 Van Ness Avenue  
San Francisco, CA 94102

Please reference **Application 24-xx-00x** in any communications you have with the CPUC regarding this matter.

**GOLDEN STATE WATER COMPANY**

**APPLICATION OF  
GOLDEN STATE WATER COMPANY FOR AN  
ORDER AUTHORIZING RATES IN ITS  
SUTTER POINTE CUSTOMER SERVICE AREA**

**EXHIBIT B**

**PROPOSED RATE SCHEDULES**

Schedule No. SP-1-R

Table 5-A  
Page 1 of 2

SUTTER POINTE CUSTOMER SERVICE AREA

GENERAL METERED SERVICE

APPLICABILITY

Applicable to all residential metered water services.

TERRITORY

Lakeside and vicinity, located in Sutter Pointe County.

RATES

Quantity Rates:	Rate Cap		w/o Rate Cap	
	2026	2027	2028	2026
	<u>Per ccf</u>	<u>Per ccf</u>	<u>Per ccf</u>	<u>Per ccf</u>
Tier 1 - First 8 ccf or 5,984 gallons	\$3.475	\$4.231	3.844	5.003
Tier 2 - Over 8 ccf or 5,984 gallons	\$3.996	\$4.866	4.42	5.754

Service Charge:

For 5/8 x 3/4-inch meter	\$32.01	\$32.05	22.09	46.09
For 3/4-inch meter	\$48.01	\$48.07	33.14	69.13
For 1-inch meter	\$80.02	\$80.12	55.23	115.22
For 1 1/2 inch meter	\$160.04	\$160.23	110.45	230.44
For 2-inch meter	\$256.06	\$256.37	176.73	368.70
For 3-inch meter	\$480.11	\$480.69	331.36	691.31
For 4-inch meter	\$800.18	\$801.15	552.27	1,152.18
For 6-inch meter	\$1,600.37	\$1,602.31	1,104.54	2,304.36
For 8-inch meter	\$2,560.58	\$2,563.69	1,767.27	3,686.98
For 10-inch meter	\$3,680.84	\$3,685.31	2,540.45	5,300.04
Fire Sprinkler 1-inch to 5/8x 3/4-inch	\$35.21	\$35.26	\$24.30	\$50.70
Fire Sprinkler 1-inch to 3/4-inch	\$49.62	\$49.68	\$34.24	\$71.44
Fire Sprinkler 1 1/2-inch to 3/4-inch	\$64.98	\$65.06	\$44.84	\$93.56
Fire Sprinkler 2-inch to 3/4-inch	\$71.06	\$71.15	\$49.04	\$102.32
Fire Sprinkler 2-inch to 1-inch	\$101.79	\$101.92	\$70.25	\$146.57

The service charge is a readiness-to-serve charge applicable to all metered service and to which is added the charge for water used computed at the Quantity Rates.

SPECIAL CONDITIONS

- 1 All bills are subject to the reimbursement fee set forth on Schedule No. UF.
- 
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Schedule No. SP-1-NR

SUTTER POINTE CUSTOMER SERVICE AREA

GENERAL METERED SERVICE

APPLICABILITY

Applicable to all metered water service except those under Schedule No. SP-1-R-W, Residential Metered residential metered water services.

TERRITORY

Lakeside and vicinity, located in Sutter Pointe County.

RATES

	Rate Cap		w/o Rate Cap	
	2026	2027	2028	2026
Quantity Rates:	<u>Per ccf</u>	<u>Per ccf</u>	<u>Per ccf</u>	<u>Per ccf</u>
For all water delivered per Ccf	\$3.475	\$4.231	3.844	5.003
Service Charge:				
For 5/8 x 3/4-inch meter	\$32.01	\$32.05	22.09	46.09
For 3/4-inch meter	\$48.01	\$48.07	33.14	69.13
For 1-inch meter	\$80.02	\$80.12	55.23	115.22
For 1 1/2 inch meter	\$160.04	\$160.23	110.45	230.44
For 2-inch meter	\$256.06	\$256.37	176.73	368.70
For 3-inch meter	\$480.11	\$480.69	331.36	691.31
For 4-inch meter	\$800.18	\$801.15	552.27	1,152.18
For 6-inch meter	\$1,600.37	\$1,602.31	1,104.54	2,304.36
For 8-inch meter	\$2,560.58	\$2,563.69	1,767.27	3,686.98
For 10-inch meter	\$3,680.84	\$3,685.31	2,540.45	5,300.04

The service charge is a readiness-to-serve charge applicable to all metered service and to which is added the charge for water used computed at the Quantity Rates.

SPECIAL CONDITIONS

- 1 All bills are subject to the reimbursement fee set forth on Schedule No. UF.
- 
-

**APPLICATION OF  
GOLDEN STATE WATER COMPANY FOR AN  
ORDER AUTHORIZING RATES IN ITS  
SUTTER POINTE CUSTOMER SERVICE AREA**

**EXHIBIT C**

**RATE CASE PLAN SCHEDULE**

08/21/24

**GOLDEN STATE WATER COMPANY  
PROPOSED RATE CASE PLAN SCHEDULE FOR 2023/24**

**Sutter Pointe Customer Service Area Area**

	<u>Date</u>	<u>Schedule</u>	<u>Shift Due to Items Scheduled for Saturdays/Sundays and Holidays</u>
Proposed Application Tendered	21-Jun-24	-60	
Deficiency Letter Mailed	28-Jul-24	-30	1
Appeal to Executive Director	01-Aug-24	-25	
Executive Director Acts	06-Aug-24	-20	0
Application Filed	<b>26-Aug-24</b>	<b>0</b>	
PHC & PPH, start if any	05-Sep-24	10	
PHC finish if any	11-Nov-24	75	2
Update Applicant's Showing	10-Oct-24	45	
PPH finish if any	25-Nov-24	90	1
Cal Advocates testimony	02-Dec-24	97	1
Other Parties serve Testimony	02-Dec-24	97	1
Utility Distributes Rebuttal Testimony	16-Dec-24	112	
Formal Settlement Negotiations (ADR), start	19-Dec-24	115	
Formal Settlement Negotiations (ADR), end	30-Dec-24	125	1
Evidentiary Hearings start (if required)	30-Dec-24	126	
Evidentiary Hearings end (if required)	03-Jan-25	130	
Opening Briefs Filed and Served	03-Feb-25	160	1
Motion for Interim Rates and Status Conference	03-Feb-25	160	1
Mandatory Status Conference	03-Feb-25	161	
Reply Briefs Filed and Served	18-Feb-25	175	1
Water Division Technical Conference	24-Feb-25	180	2
ALJ's Proposed Decision Mailed	23-Apr-25	240	
Comments on Proposed Decision	13-May-25	260	
Reply Comments	19-May-25	265	1
Commission Meeting	02-Jun-25	280	

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**APPLICATION OF  
GOLDEN STATE WATER COMPANY FOR AN  
ORDER AUTHORIZING RATES IN ITS  
SUTTER POINTE CUSTOMER SERVICE AREA**

**EXHIBIT D**

**GOLDEN STATE WATER COMPANY  
BYLAWS**

**BYLAWS**

**for the regulation, except  
as otherwise provided by statute or  
its Restated Articles of Incorporation,  
of  
Golden State Water Company  
(a California corporation)**

**ARTICLE I. Offices.**

**Section 1. PRINCIPAL EXECUTIVE OFFICE.** The principal executive office of the corporation shall be fixed and located at such place as the Board of Directors (herein called the "Board") shall determine. The Board is hereby granted full power and authority to change said principal executive office from one location to another.

**Section 2. OTHER OFFICES.** Branch or subordinate offices may at any time be established by the Board at any place or places.

**ARTICLE II. Meetings of Shareholders.**

**Section 1. PLACE OF MEETINGS.** Meetings of shareholders shall be held either at the principal executive office of the corporation or at any other place within or without the State of California which may be designated either by the Board or by the written consent of all persons entitled to vote thereat, given either before or after the meeting and filed with the Secretary.

**Section 2. ANNUAL MEETINGS.** The annual meetings of shareholders shall be held on such date and at such time as may be fixed by the Board.

**Section 3. SPECIAL MEETINGS.** Special meetings of the shareholders, for any purpose or purposes whatsoever, may be called at any time by the Board, the Chairman of the Board, the President, or by the holders of shares entitled to cast not less than ten percent of the votes at such meeting.

**ARTICLE III. Directors.**

**Section 1. POWERS.** Subject to limitations of the Articles, these Bylaws and of the California General Corporation Law as to action required to be approved by the shareholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board.

**Section 2. NUMBER OF DIRECTORS.** The authorized number of directors shall be not less than six or more than eleven until changed by amendment of the Articles or by a Bylaw duly adopted by the shareholders amending this Section 2. The exact number of directors shall be fixed, within the limits specified, by the Board from time to time in a resolution adopted by a majority of the directors. The exact number of directors shall be ten until changed as provided in this Section 2.

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**ARTICLE IV. Officers.**

**Section 1. OFFICERS.** The officers of the corporation shall be a President, a Secretary, and a Chief Financial Officer. The corporation may also have, at the discretion of the Board, such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine.

**Section 2. PRESIDENT.** The President shall be the general manager and chief executive officer of the corporation and has, subject to the control of the Board, general supervision, direction and control of the business and officers of the corporation. The President shall preside at all meetings of the shareholders and at all meetings of the Board. The President has the general powers and duties of management usually vested in the office of president and general manager of a corporation and has such other powers and duties as may be prescribed by the Board.

**Section 3. SECRETARY.** The Secretary shall keep or cause to be kept, at the principal executive office or such other place as the Board may order, a book of minutes of all meetings of the shareholders, the Board and its committees, and a share register or a duplicate share register.

The Secretary shall give, or cause to be given, notice of all the meetings of the shareholders and of the Board and any committees thereof required by the Bylaws or by law to be given, shall keep the seal of the corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board.

**Section 4. CHIEF FINANCIAL OFFICER.** The Chief Financial Officer is the chief financial officer of the corporation and shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, and shall send or cause to be sent to the shareholders of the corporation such financial statements and reports as are by law or these Bylaws required to be sent to them. The books of account shall at all times be open to inspection by any director.

The Chief Financial Officer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the Board. The Chief Financial Officer shall disburse the funds of the corporation as may be ordered by the Board, shall render to the President and the directors, whenever they request it, an account of all transactions as Treasurer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board.

**ARTICLE V. Other Provisions.**

**Section 1. ANNUAL REPORT TO SHAREHOLDERS.** The annual report to shareholders referred to in Section 1501 of the California General Corporation Law is expressly waived, but nothing herein shall be interpreted as prohibiting the Board from issuing annual or other periodic reports to shareholders.

**Section 2. CONSTRUCTION AND DEFINITIONS.** Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the General Provisions of the California Corporations Code and in the California General Corporation Law shall govern the construction of these Bylaws.

**ARTICLE VI. Amendments.**

These Bylaws may be amended or repealed either by approval of the outstanding shares (as defined in Section 152 of the California General Corporation Law) or by the approval of the Board; provided, however, that after the issuance of shares, a bylaw specifying or changing a fixed number of directors or the maximum or minimum number or changing from a fixed to a variable number of directors or vice versa may be adopted only by approval of the outstanding shares, and a bylaw reducing the fixed number or the minimum number of directors to a number less than five shall be subject to the provisions of Section 212(a) of the California General Corporation Law.

**ARTICLE VII. Indemnification.****Section 1. INDEMNIFICATION OF DIRECTORS AND OFFICERS.**

(a) Each person who was or is a party or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director or officer of the corporation, or of any predecessor corporation, or is or was a director or officer who is or was serving at the request of the corporation as a director, officer, employee or other agent of another corporation, a partnership, joint venture, trust or other enterprise (including service with respect to corporation-sponsored employee benefit plans), whether the basis of such proceeding is alleged action or inaction in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall, subject to the terms of any agreement between the corporation and such person, be indemnified and held harmless by the corporation to the fullest extent permissible under California law and the corporation's Articles, against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith; provided, however, that amounts paid in settlement of a proceeding shall be payable only if the settlement is approved in writing by the corporation. Such indemnification shall continue as to a person who has ceased to be a director or officer for acts performed while a director or officer and shall inure to the benefit of his or her heirs, executors and administrators. Notwithstanding the foregoing, the corporation shall indemnify any such person in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of the corporation. The right to indemnification conferred in this Article shall include the right to be paid by the corporation the expenses incurred in defending any proceeding in advance of final disposition to the fullest extent permitted by law, provided, however, that the payment under this Article of such expenses in advance of the final disposition of a proceedings shall be conditioned upon the delivery to the corporation of a written request for such advance and of an undertaking by or on behalf of the director or officer to repay all amounts so advanced if it shall be ultimately determined that such director or officer is not entitled to be indemnified.

(b) Notwithstanding the foregoing or any other provisions under this Article, the corporation shall not be liable under this Article to indemnify a director or officer against expenses, liabilities or losses incurred or suffered in connection with, or make any advances with respect to, any proceeding against a director or officer: (i) as to which the corporation is prohibited by applicable law from paying as an indemnity, (ii) with respect to expenses of defense or investigation, if such expenses were or are incurred without the corporation's consent (which consent may not be unreasonably withheld), (iii) for which payment is actually made to the director or officer under a valid and collectible insurance policy maintained by the corporation, except in respect of any excess beyond the amount of payment under such insurance, (iv) for which payment is actually made to the director or officer under an indemnity by the corporation otherwise than pursuant to this Bylaw Article, except in respect of any excess beyond the amount of payment under such indemnity, (v) based upon or attributable to the director or officer gaining in fact any personal profit or advantage to which he or she was not legally entitled, (vi) for an accounting of profits made from the purchase or sale by the director or officer of securities of the corporation pursuant to the provisions of Section 16(b) of the Securities Exchange Act of 1934 and amendments thereto or similar provisions of any federal, state or local statutory law, or (vii) based upon acts or omissions involving intentional misconduct or a knowing and culpable violation of law.

**Section 2. INDEMNIFICATION OF EMPLOYEES AND AGENTS.** A person who was or is a party or is threatened to be made a party to or is involved in any proceeding by reason of the fact that he or she is or was an employee or agent of the corporation or is or was an employee or agent of the corporation who is or was serving at the request of the corporation as an employee or agent of another enterprise, including service with respect to corporation-sponsored employee benefits plans, whether the basis of such action is alleged action or inaction in an official capacity or in any other capacity while serving as an employee or agent, may, upon appropriate action by the corporation and subject to the terms of any agreement between the corporation and such person, be indemnified and held harmless by the corporation up to the fullest extent permitted by California law and the corporation's Articles, against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith.

**Section 3. RIGHT OF DIRECTORS AND OFFICERS TO BRING SUIT.** If a claim under Section 1 of this Article is not paid by the corporation or on its behalf within 90 days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim, and, if successful in whole or in part, the claimant also shall be entitled to be paid the expense of prosecuting such claim.



**Section 4. SUCCESSFUL DEFENSE.** Notwithstanding any other provision of this Article, to the extent that a director or officer has been successful on the merits or otherwise (including the dismissal of a proceeding without prejudice or the settlement with the written consent of the corporation of a proceeding without admission of liability) in defense of any proceeding referred to in Section 1 or in defense of any claim, issue or matter therein, such director or officer shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred in connection therewith.

**Section 5. INDEMNITY AGREEMENTS.** The corporation may enter into agreements with any director, officer, employee or agent of the corporation providing for indemnification to the fullest extent permissible under applicable law and the corporation's Articles.

**Section 6. SUBROGATION.** In the event of payment by the corporation of a claim under Section 1 of this Article, the corporation shall be subrogated to the extent of such payment to all of the rights of recovery of the indemnified person, who shall execute all papers required and shall do everything that may be necessary or appropriate to secure such rights, including the execution of such documents necessary or appropriate to enable the corporation effectively to bring suit to enforce such rights.

**Section 7. NON-EXCLUSIVITY RIGHTS.** The right to indemnification provided by this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, bylaw, agreement, vote of shareholders or disinterested directors or otherwise.

**Section 8. INSURANCE.** The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, a partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under California law.

**Section 9. EXPENSES AS A WITNESS.** To the extent that any director, officer or employee of the corporation is by reason of such position a witness in any action, suit or proceeding, he or she will be indemnified against all costs and expenses actually and reasonably incurred by him or her or on his or her behalf in connection therewith.

**Section 10. NONAPPLICABILITY TO FIDUCIARIES OF EMPLOYEE BENEFIT PLANS.** This article does not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of the corporation. The corporation shall have power to indemnify such trustee, investment manager or other fiduciary to the extent permitted by subdivision (f) of Section 207 of the California General Corporation Law.

**Section 11. SEPARABILITY.** Each and every paragraph, sentence, term and provision of this Article is separate and distinct so that if any paragraph, sentence, term or provision shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity or enforceability of any other paragraph, sentence, term or provision hereof. To the extent required, any paragraph, sentence, term or provision of this Article may be modified by a court of competent jurisdiction to preserve its validity and to provide the claimant with, subject to the limitations set forth in this Article and any agreement between the corporation and the claimant, the broadest possible indemnification permitted under applicable law.

**Section 12. EFFECT OF REPEAL OR MODIFICATION.** Any repeal or modification of this Article shall not adversely affect any right of indemnification of a director, officer, employee or agent of the corporation existing at the time of such repeal or modification with respect to any action or omission occurring prior to such repeal or modification.

**APPLICATION OF  
GOLDEN STATE WATER COMPANY FOR AN  
ORDER AUTHORIZING RATES IN ITS  
SUTTER POINTE CUSTOMER SERVICE AREA**

**EXHIBIT E**

**ARTICLES OF INCORPORATION**

0137226 SURV

THIS AGREEMENT OF MERGER (this "Agreement") is made as of June 25, 1998 by and among SOUTHERN CALIFORNIA WATER COMPANY, a California corporation ("SCW"), SCW ACQUISITION CORP., a California corporation ("MergeCo"), and AMERICAN STATES WATER COMPANY, ("HoldingCo"), a California corporation, with reference to the following facts:

A. SCW has authorized capital consisting of (i) 30,000,000 shares of Common Stock, with par value of \$2.50 per share ("SCW Common Stock"), of which 8,957,671 shares have been issued and are outstanding; (ii) 83,200 shares of Preferred Stock (the "SCW Preferred Stock"), with par value of \$25.00 per share, of which 32,000 shares of the 4% Series have been issued and are outstanding, 32,000 shares of the 4¼% Series have been issued and are outstanding, and 19,200 of the 5% Series have been issued and are outstanding; and (iii) 150,000 shares of Preferred Stock, with a Par Value of \$100 per share, none of which have been issued.

B. MergeCo has authorized capital consisting of 1,000 shares of Common Stock, with no par value per share ("MergeCo Common Stock"), 100 shares of which have been issued and are outstanding and are beneficially owned of record by HoldingCo.

C. HoldingCo has authorized capital consisting of (i) 30,000,000 shares of Common Stock, no par value and a stated value of \$2.50 per share ("HoldingCo Common Stock"), of which 100 shares are issued and outstanding and beneficially owned of record by SCW, (ii) 83,200 shares of Preferred Stock (the "HoldingCo Preferred Stock"), with par value of \$25.00 per share, of which 32,000 shares are of the 4% Series, 32,000 shares are of the 4¼% Series, and 19,200 shares are of the 5% Series, and none of which shares have been issued or are outstanding; and (iii) 150,000 shares of New Preferred Stock, with no par value and a stated value of \$100 per share, none of which have been issued or are outstanding.

D. The Boards of Directors of the respective parties hereto deem it advisable to merge MergeCo with and into SCW in accordance with the California General Corporation Law (the "CGCL") and this Agreement for the purpose of establishing HoldingCo as the parent corporation of SCW in a transaction intended to qualify as a reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the premises and agreements contained herein, the parties agree that (i) MergeCo shall be merged with and into SCW, (ii) SCW shall be the corporation surviving such merger, and (iii) the terms and conditions of such merger, the mode of carrying it into effect, and the manner of converting and exchanging shares of capital stock shall be as follows:

## ARTICLE 1

### THE MERGER

1.1 *The Merger.* Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the CGCL, MergeCo shall be merged (the "Merger") with and into SCW at the Effective Time (as defined below). Following the Merger, the separate corporate existence of MergeCo shall cease and SCW shall continue as the surviving corporation (SCW, as the surviving corporation, being sometimes referred to herein as the "Surviving Corporation"), and shall succeed to and assume all the rights and obligations of SCW and of MergeCo in accordance with the CGCL.

**FILED**  
In the office of the Secretary of State  
of the State of California

JUL 01 1998

*Bill Jones*  
BILL JONES, Secretary of State

1.2 *Closing.* The closing of the Merger shall take place at 10:00 a.m. on a date specified by the parties (the "Closing Date"), at the offices of O'Melveny & Myers LLP, 400 South Hope Street, Los Angeles, California 90071.

1.3 *Effective Time.* Subject to the provisions of this Agreement, on the Closing Date the parties shall file with the California Secretary of State (i) a copy of this Agreement of Merger, (ii) an officer's certificate for each of MergeCo and SCW, and (iii) a certificate of satisfaction of the California Franchise Tax Board for MergeCo, all as required by Section 1103 of the CGCL (such documents, the "Merger Documents"), and shall make all other filings or recordings required under the CGCL. The Merger shall become effective at 12:01 a.m., July 1, 1998 (such date and time being the "Effective Time").

1.4 *Effects of the Merger.* The Merger shall have the effects set forth in Section 1107 of the CGCL and all other effects specified in the applicable provisions of the CGCL.

## ARTICLE 2

### TERMS OF CONVERSION AND EXCHANGE OF SHARES

At the Effective Time:

2.1 *SCW Common Stock.* Each share of SCW Common Stock or fraction thereof issued and outstanding immediately prior to the Merger shall be automatically changed and converted into one share of HoldingCo Common Stock or fraction thereof, which shall thereupon be issued and fully-paid and non-assessable.

2.2 *SCW Preferred Stock.* Each share of each series of SCW Preferred Stock issued and outstanding immediately prior to the Merger shall be automatically changed and converted into the same number of shares of the same series of HoldingCo Preferred Stock, which shall thereupon be issued and fully-paid and non-assessable.

2.3 *MergeCo Shares.* The shares of MergeCo Common Stock issued and outstanding immediately prior to the Merger shall be automatically changed and converted into all of the issued and outstanding shares of Common Stock of the Surviving Corporation, which shall thereupon be issued and fully-paid and non-assessable, with the effect that the number of issued and outstanding shares of Common Stock of the Surviving Corporation shall be the same as the number of issued and outstanding shares of MergeCo Common Stock immediately prior to the Effective Time.

2.4 *HoldingCo Shares.* Each share of HoldingCo Common Stock owned or held by SCW immediately prior to the Merger shall be canceled.

## ARTICLE 3

### ARTICLES OF INCORPORATION AND BYLAWS

3.1 *Articles of Incorporation.* Upon the Effective Time and until amended or modified in accordance therewith or pursuant to applicable law, the articles of incorporation set forth as Appendix A hereto shall be the articles of incorporation of Surviving Corporation.

3.2 *Bylaws.* Upon the Effective Time and until amended or modified in accordance therewith pursuant to applicable law, the bylaws of SCW in effect on the effective time shall be the bylaws of Surviving Corporation.

#### ARTICLE 4

##### DIRECTORS AND OFFICERS

4.1 *Directors and Officers.* The persons who are directors and officers of SCW immediately prior to the Merger shall continue as directors and officers, respectively, of the Surviving Corporation and shall continue to hold office as provided in the Bylaws of the Surviving Corporation. If, at or following the Effective Time, a vacancy shall exist in the Board of Directors or in the position of any officer of the Surviving Corporation, such vacancy may be filled in the manner provided in the Bylaws of the Surviving Corporation.

#### ARTICLE 5

##### STOCK CERTIFICATES

5.1 *Pre-Merger SCW Common Share Certificates and SCW Preferred Shares Certificates.* Following the Effective Time, each holder of an outstanding certificate or certificates theretofore representing SCW Common Shares or SCW Preferred Shares, as the case may be, may, but shall not be required to, surrender the same to HoldingCo for cancellation or transfer, and thereupon each such holder or transferee will be entitled to receive a certificate or certificates representing the same number of shares of Holding Common Shares or series of HoldingCo Preferred Shares, as the case may be, as the SCW Common Shares or series of SCW Preferred Shares previously represented by the stock certificate(s) so surrendered.

5.2 *Outstanding Certificates.* Until surrendered or presented for transfer in accordance with Section 5.1 above, each outstanding stock certificate which, prior to the Effective Time, represented SCW Common Shares or a series of SCW Preferred Shares, as the case may be, shall be deemed and treated for all corporate purposes to represent the ownership of the same number of shares of HoldingCo Common Shares or series of HoldingCo Preferred Shares, as the case may be, as though such surrender or transfer and exchange and taken place.

5.3 *SCW Stock Transfer Books.* The stock transfer books for SCW Common Shares and each series of SCW Preferred Shares shall be deemed to be closed at the Effective Time such that no transfer of SCW Common Shares or any series of SCW Preferred Shares shall thereafter be made on such books.

5.4 *Post-Merger Rights of Holders.* Following the Effective Time, the holders of certificates representing SCW Common Shares and each series of SCW Preferred Shares outstanding immediately prior to the Effective Time shall cease to have any rights with respect to stock of the Surviving Corporation and their sole rights shall be with respect to the HoldingCo Common Shares or series of HoldingCo Preferred Shares, respectively, into which their SCW Common shares or series of SCW Preferred Shares shall have been converted in connection with the Merger.

## ARTICLE 6

### CONDITIONS OF THE MERGER

Completion of the Merger is subject to the satisfaction of the following conditions:

6.1 *SCW Shareholder Approval.* The principal terms of this Agreement shall have been approved by shares constituting a majority of the combined voting power of the outstanding Common Shares and Preferred Shares. Each outstanding Common Share shall be entitled to one-tenth of a vote and each outstanding Preferred Share shall be entitled to one vote.

6.2 *HoldingCo Common Stock Listed.* The HoldingCo Common Stock to be issued and to be reserved for issuance pursuant to the Merger shall have been approved for listing, upon official notice of issuance, by the New York Stock Exchange.

6.3 *CPUC Approval.* The California Public Utilities Commission shall have approved the formation of a holding company structure for SCW pursuant to this agreement of merger in a form substantially similar to the Agreement, subject only to conditions deemed reasonable by the Board of Directors of SCW.

6.4 *Tax Opinion.* The Company shall have received from O'Melveny & Myers LLP an opinion to the effect that the Merger will constitute a tax-free reorganization for federal income tax purposes.

## ARTICLE 7

### AMENDMENT AND TERMINATION

7.1 *Amendment.* Subject to applicable law, the parties to this Agreement, by mutual consent of their respective boards of directors, may amend, modify or supplement this Agreement in such manner as may be agreed upon by them in writing at any time before or after approval of this Agreement by the pre-Merger shareholders of SCW (as provided in Section 6.1 above).

7.2 *Termination.* This Agreement may be terminated and the Merger and other transactions provided for by this Agreement may be abandoned at any time, whether before or after approval of this Agreement by the pre-Merger shareholders of SCW, by action of the board of directors of SCW if such board of directors determines for any reason that the completion of the transactions provided for herein would for any reason be inadvisable or not in the best interests of SCW or its shareholders.

## ARTICLE 8

### MISCELLANEOUS

8.1 *Approval of HoldingCo Shares.* By its execution and delivery of this Agreement, SCW, as the sole pre-Merger shareholder of HoldingCo, consents to, approves and adopts this Agreement and approves the Merger, subject to approval of this Agreement by the pre-Merger shareholders of SCW and the satisfaction of all other conditions specified in Article 6 above.

8.2 *Approval of MergeCo Shares.* By its execution and delivery of this Agreement, HoldingCo, as the sole pre-Merger shareholder of MergeCo, consents to, approves and adopts this Agreement and approves the Merger, subject to approval of this Agreement by the pre-Merger shareholders of SCW and the satisfaction of all other conditions specified in Article 6 above.

IN WITNESS WHEREOF, SCW, HoldingCo and MergeCo, pursuant to approval and authorization duly given by resolutions adopted by their respective boards of directors, have each caused this Agreement to be executed by its chairman of the board or its president or one of its vice presidents and by its secretary or one of its assistant secretaries.

SOUTHERN CALIFORNIA WATER COMPANY,  
a California corporation

By: Floyd E. Wicks

Name: Floyd E. Wicks

Title: President

By: McClellan Harris III

Name: McClellan Harris III

Title: Secretary

AMERICAN STATES WATER COMPANY,  
a California corporation

By: Floyd E. Wicks

Name: Floyd E. Wicks

Title: President

By: McClellan Harris III

Name: McClellan Harris III

Title: Secretary



SCW ACQUISITION CORP.,  
a California corporation

By: Floyd E. Wicks

Name: Floyd E. Wicks

Title: President

By: McClellan Harris III

Name: McClellan Harris III

Title: Secretary

APPENDIX A TO AGREEMENT OF MERGER  
RESTATED ARTICLES OF INCORPORATION  
OF  
SOUTHERN CALIFORNIA WATER COMPANY

**Name**

One: The name of the corporation is SOUTHERN CALIFORNIA WATER COMPANY.

**Purpose**

Two: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

**Authorized Shares**

Three: The total number of shares which the corporation is authorized to issue is 1,000 shares of Common Stock.

**Director Liability**

Four: The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California Law.

**Indemnification of Agents**

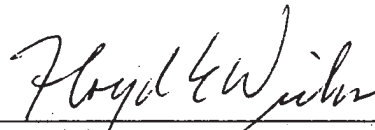
Five: The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to the corporation and its shareholders.

CERTIFICATE OF MERGER  
OF  
Southern California Water Company

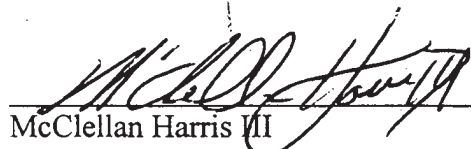
Floyd E. Wicks and McClellan Harris III certify that:

1. They are the duly elected and acting President and Secretary, respectively, of Southern California Water Company ("this corporation").
2. This certificate is attached to the Agreement of Merger dated as of June 25, 1998, providing for the merger of this corporation with SCW Acquisition Corp..
3. Such merger has been approved by the board of directors of this corporation.
4. 8,957,671 Common Shares of the Company, \$2.50 par value per share (the "Company Common Shares"), and 83,200 Preferred Shares of the Company, \$25.00 par value per share (the "Company Preferred Shares"), were entitled to vote on the merger. The principal terms of the Agreement of Merger in the form attached were approved by this corporation by the vote of the majority of the combined voting power of the Company Common Shares and the Company Preferred Shares, voting together as a single class.

Dated: June 25, 1998.



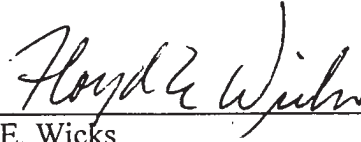
Floyd E. Wicks  
President



McClellan Harris III  
Secretary

The undersigned, Floyd E. Wicks and McClellan Harris III, the President and Secretary, respectively, of Southern California Water Company, each declares under penalty of perjury that the matters set out in the foregoing Certificate of Merger are true of his own knowledge.

Executed on June 25, 1998.



Floyd E. Wicks  
President



McClellan Harris III  
Secretary

CERTIFICATE OF MERGER

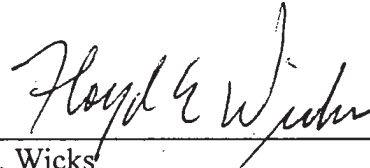
OF

SCW Acquisition Corp.

Floyd E. Wicks and McClellan Harris III certify that:

1. They are the duly elected and acting President and Secretary, respectively, of SCW Acquisition Corp. ("this corporation").
2. This certificate is attached to the Agreement of Merger dated as of June 25, 1998, providing for the merger of this corporation with Southern California Water Company.
3. Such merger has been approved by the board of directors of this corporation.
4. The principal terms of the Agreement of Merger in the form attached were approved by this corporation by the vote of the sole shareholder of all 100 outstanding shares of this corporation.

Dated: June 25, 1998.



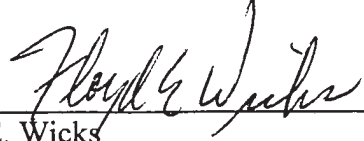
Floyd E. Wicks  
President



McClellan Harris III  
Secretary

The undersigned, Floyd E. Wicks and McClellan Harris III, the President and Secretary, respectively, of SCW Acquisition Corp., each declares under penalty of perjury that the matters set out in the foregoing Certificate of Merger are true of his own knowledge.

Executed on June 25, 1998.



\_\_\_\_\_  
Floyd E. Wicks  
President



\_\_\_\_\_  
McClellan Harris III  
Secretary

**APPLICATION OF  
GOLDEN STATE WATER COMPANY FOR AN  
ORDER AUTHORIZING RATES IN ITS  
SUTTER POINTE CUSTOMER SERVICE AREA**

**EXHIBIT F**

**BALANCE SHEET & INCOME STATEMENT**

**GOLDEN STATE WATER COMPANY**  
**BALANCE SHEET**

	June 30, 2024	December 31, 2023	
	(in thousands)		
<b>Assets</b>			
<b>Utility Plant, at cost</b>			
Water.....	\$ 2,168,464	\$ 2,082,927	
Less - Accumulated depreciation.....	(554,632)	(543,135)	
	<u>1,613,832</u>	<u>1,539,792</u>	
Construction work in progress.....	199,460	195,742	
Net utility plant	<u>1,813,292</u>	<u>1,735,534</u>	
<b>Other Property and Investments</b>			
State Water Project.....	1,359	1,418	
Other physical property, net.....	941	941	
Other investments.....	40,741	37,695	
Funds held in trust.....	436	426	
Total other property and investments	<u>43,477</u>	<u>40,480</u>	
<b>Current Assets</b>			
Cash and cash equivalents.....	439	3,195	
Accounts receivable - customers (less allowance for doubtful accounts of \$3,497 in 2024 and \$3,394 in 2023).....	36,699	31,018	
Other accounts receivable - customers (less allowance for doubtful accounts of \$53 in 2024 and \$53 in 2023).....	3,154	4,301	
Intercompany receivable.....	502	380	
Income taxes receivable from Parent.....	-	222	
Unbilled revenue.....	18,290	17,185	
Materials and supplies, at average cost.....	7,804	7,380	
Regulatory assets - current.....	42,881	44,007	
Prepayments and other current assets.....	6,445	4,544	
Total current assets	<u>116,214</u>	<u>112,232</u>	
<b>Regulatory and Other Assets</b>			
Unamortized debt expense and redemption premium.....	638	719	
Operating lease right-of-use assets.....	7,734	7,796	
Regulatory assets.....	11,183	2,944	
Other accounts receivable.....	715	715	
Other.....	15,788	15,735	
Total regulatory and other assets	<u>36,058</u>	<u>27,909</u>	
<b>Total Assets</b>	<u>\$ 2,009,041</u>	<u>\$ 1,916,155</u>	
<b>Capitalization and Liabilities</b>			
<b>Capitalization</b>			
Common shareholder's equity.....	\$ 748,709	\$ 703,828	
Long-term debt.....	605,202	540,738	
Total capitalization	<u>1,353,911</u>	<u>1,244,566</u>	
<b>Current Liabilities</b>			
Notes payable to bank.....	119,000	-	
Long-term debt - current.....	365	353	
Accounts payable.....	57,407	55,488	
Income taxes payable to Parent.....	3,872	-	
Accrued employee expenses.....	9,997	11,502	
Accrued interest.....	7,460	7,508	
Operating lease liabilities.....	1,781	1,725	
Other.....	22,865	23,373	
Total current liabilities	<u>222,747</u>	<u>99,949</u>	
<b>Other Credits</b>			
Notes payable to bank.....	-	150,000	
Advances for construction.....	68,640	67,411	
Contributions in aid of construction.....	154,201	151,414	
Deferred income taxes.....	152,979	147,458	
Unamortized investment tax credits.....	976	1,011	
Accrued pension and other postretirement benefits.....	33,956	32,309	
Regulatory liabilities.....	750	1,222	
Other.....	14,459	14,247	
Operating lease liabilities.....	6,422	6,568	
Total other credits	<u>432,383</u>	<u>571,640</u>	
<b>Total Capitalization and Liabilities</b>	<u>\$ 2,009,041</u>	<u>\$ 1,916,155</u>	



GOLDEN STATE WATER COMPANY  
STATEMENT OF INCOME FOR WATER SEGMENT  
MONTH ENDED AND YEAR TO DATE  
June 30, 2024 and 2023

	THIS MONTH		YEAR TO DATE		TWELVE MONTHS ENDED		Percent Change	Increase (Decrease)	Percent Change	Increase (Decrease)	Percent Change
	June, 2024	June, 2023	June, 2024	June, 2023	June, 2024	June, 2023					
	\$	\$	\$	\$	\$	\$					
<b>Operating Revenues</b>											
Water	39,101,336	51,463,932	197,980,233	227,359,661	398,386,082	400,822,951	-12.92%	(29,378,428)	-12.92%	(2,436,869)	-0.61%
<b>Total operating revenues</b>	<b>39,101,336</b>	<b>51,463,932</b>	<b>197,980,233</b>	<b>227,359,661</b>	<b>398,386,082</b>	<b>400,822,951</b>	<b>-12.92%</b>	<b>(29,378,428)</b>	<b>-12.92%</b>	<b>(2,436,869)</b>	<b>-0.61%</b>
<b>Supply Costs</b>											
Water Purchased	6,916,066	6,198,458	31,729,073	32,373,941	72,219,509	70,501,947	-1.99%	(644,868)	-1.99%	1,717,563	2.44%
Supply cost balancing accounts	705,657	1,629,153	2,431,799	15,412,413	858,678	13,336,800	-84.22%	(12,980,614)	-84.22%	(12,478,122)	-93.56%
Power for pumping	1,234,960	1,015,615	6,352,964	5,222,762	13,968,892	11,779,745	21.64%	1,130,202	21.64%	2,179,147	18.50%
Pump taxes	1,958,733	1,731,958	10,671,796	9,198,043	22,323,965	19,193,835	16.02%	1,473,754	16.02%	3,130,130	16.31%
<b>Total supply costs</b>	<b>10,815,417</b>	<b>10,575,183</b>	<b>51,185,632</b>	<b>62,207,159</b>	<b>109,361,044</b>	<b>114,812,326</b>	<b>-17.72%</b>	<b>(11,021,527)</b>	<b>-17.72%</b>	<b>(5,451,283)</b>	<b>-4.75%</b>
<b>Revenues Less Supply Costs</b>	<b>28,285,920</b>	<b>40,888,749</b>	<b>146,794,600</b>	<b>165,151,502</b>	<b>289,025,039</b>	<b>286,010,625</b>	<b>-11.12%</b>	<b>(16,356,902)</b>	<b>-11.12%</b>	<b>3,014,414</b>	<b>1.05%</b>
<b>Other Operating Expenses</b>											
Other operation expenses	2,566,710	2,804,209	14,020,950	14,492,252	28,577,826	28,974,233	-3.25%	(471,302)	-3.25%	(396,407)	-1.37%
Maintenance expenses	952,212	992,137	3,809,496	4,371,344	9,049,829	9,450,302	-12.85%	(561,848)	-12.85%	(400,473)	-4.24%
Administrative and general expenses	4,876,368	4,968,782	30,670,430	28,842,760	57,876,406	53,754,077	6.34%	1,827,671	6.34%	4,122,329	7.67%
Depreciation and amortization	2,922,587	2,768,810	18,199,948	18,270,779	35,813,790	36,057,326	-0.39%	(70,831)	-0.39%	(243,536)	-0.68%
Property and other taxes	1,792,951	1,121,146	10,585,772	9,563,221	20,594,813	19,052,682	10.69%	1,022,551	10.69%	1,542,131	8.09%
<b>Total other operating expenses</b>	<b>13,110,827</b>	<b>12,655,083</b>	<b>77,286,937</b>	<b>75,540,357</b>	<b>151,912,664</b>	<b>147,288,620</b>	<b>2.31%</b>	<b>1,746,240</b>	<b>2.31%</b>	<b>4,624,044</b>	<b>3.14%</b>
<b>Operating Income</b>	<b>15,175,092</b>	<b>28,233,666</b>	<b>69,508,004</b>	<b>89,611,145</b>	<b>137,112,374</b>	<b>138,722,005</b>	<b>-22.43%</b>	<b>(20,103,142)</b>	<b>-22.43%</b>	<b>(1,609,630)</b>	<b>-1.16%</b>
Slate income taxes	493,445	1,702,446	3,648,653	5,715,972	7,486,727	7,765,978	-36.17%	(2,067,319)	-36.17%	(299,252)	-3.85%
Federal income taxes	2,531,986	5,357,689	9,476,145	13,777,399	19,636,888	19,799,693	-31.22%	(4,301,253)	-31.22%	(162,805)	-0.82%
<b>Total income taxes</b>	<b>3,025,431</b>	<b>7,060,135</b>	<b>13,124,798</b>	<b>19,493,371</b>	<b>27,103,614</b>	<b>27,565,671</b>	<b>-32.67%</b>	<b>(6,368,572)</b>	<b>-32.67%</b>	<b>(462,057)</b>	<b>-1.68%</b>
<b>Income Before Interest Charges</b>	<b>12,149,662</b>	<b>21,173,531</b>	<b>56,383,205</b>	<b>70,117,775</b>	<b>110,008,760</b>	<b>111,156,333</b>	<b>-19.59%</b>	<b>(13,734,569)</b>	<b>-19.59%</b>	<b>(1,147,573)</b>	<b>-1.03%</b>
Interest expenses (income)	2,730,781	2,091,840	16,096,835	12,056,066	29,894,351	23,281,353	33.52%	4,040,769	33.52%	6,612,987	28.40%
<b>Non-regulatory income (loss):</b>											
Other	1,523,992	1,691,061	3,888,360	4,284,887	6,638,952	5,268,041	-9.25%	(396,527)	-9.25%	1,370,911	26.02%
Income taxes on non-regulatory items	(488,374)	(555,686)	(1,186,176)	(1,350,895)	(2,052,359)	(1,832,743)	-12.19%	164,719	-12.19%	(219,616)	11.98%
<b>Total non-regulatory income (loss)</b>	<b>1,035,618</b>	<b>1,135,375</b>	<b>2,702,184</b>	<b>2,933,992</b>	<b>4,586,593</b>	<b>3,435,298</b>	<b>-7.90%</b>	<b>(231,808)</b>	<b>-7.90%</b>	<b>1,151,295</b>	<b>33.51%</b>
<b>Net Income (Loss)</b>	<b>\$ 10,454,499</b>	<b>\$ 20,217,065</b>	<b>\$ 42,988,555</b>	<b>\$ 60,995,701</b>	<b>\$ 84,701,002</b>	<b>\$ 91,310,278</b>	<b>-29.52%</b>	<b>\$ (18,007,146)</b>	<b>-29.52%</b>	<b>\$ (6,609,276)</b>	<b>-7.24%</b>

**APPLICATION OF  
GOLDEN STATE WATER COMPANY FOR AN  
ORDER AUTHORIZING RATES IN ITS  
SUTTER POINTE CUSTOMER SERVICE AREA**

**EXHIBIT G**

**LIST OF POLITICAL SUBDIVISIONS AND  
INTERESTED PARTIES**

**GOLDEN STATE WATER COMPANY**

**SERVICE LIST**

**SUTTER POINTE CUSTOMER SERVICE AREA**

Sacramento Suburban Water District  
3701 Marconi Avenue, Suite 100  
Sacramento, CA 95821  
[HHernandez@sswd.org](mailto:HHernandez@sswd.org)  
[DYork@sswd.org](mailto:DYork@sswd.org)

California-American Water Co.  
4701 Beloit Drive  
Sacramento, CA 95838  
[ca.rates@amwater.com](mailto:ca.rates@amwater.com)

Fair Oaks Water District  
10317 Fairoaks Blvd.  
Fairoaks, CA 95628

City of Folsom  
50 Natoma Street  
Folsom, CA 95630

County Clerk  
County of Sacramento  
P. O. Box 839  
Sacramento, CA 95812-0839

Director  
Sacramento County Water Agency  
827 7<sup>th</sup> Street, Room 301  
Sacramento, CA 95814  
[DWRexecsecretary@saccounty.net](mailto:DWRexecsecretary@saccounty.net)

Megan Somogyi  
Goodin, MacBride, Squeri & Day, LLP  
505 Sansome Street, Suite 900  
San Francisco, CA 94111  
[MSomogy@goodinmacbride.com](mailto:MSomogy@goodinmacbride.com)

Carmichael Water District  
7837 Fair Oaks Blvd.  
Carmichael, CA 95608  
[laura@carmichael.org](mailto:laura@carmichael.org)

Citrus Heights Water District  
6230 Sylvan Road  
Citrus Heights, CA 95610

Orange Vale Water Co.  
P. O. Box 620800  
9031 Central Avenue  
Orange Vale, CA 95662

City of Rancho Cordova  
2729 Prospect Drive  
Rancho Cordova, CA 95670

Steve Pedretti, Division Chief  
Sacramento County  
Department of Water Resources  
827 7<sup>th</sup> Street, Room 301  
Sacramento, CA 95814  
[DWRexecsecretary@saccounty.net](mailto:DWRexecsecretary@saccounty.net)

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Yanney Law Office  
17409 Marquardt Ave., Unit C-4  
Cerritos, CA 90703  
[FredYanney@gmail.com](mailto:FredYanney@gmail.com)

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ATTORNEY AT LAW  
**GOODIN MACBRIDE SQUERI DAY &  
LAMPREY LLP**  
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SAN FRANCISCO, CA 94111

FRANK ALONSO  
ROBBINS AD HOC COMMITTEE  
P O BOX 254  
ROBBINS, CA 95676  
FOR: ROBBINS AD HOC COMMITTEE

WES STRICKLAND  
JACKSON WALKER, LLP  
100 CONGRESS AVENUE, SUITE 1100  
AUSTIN, TX 78701

JEANNE ARMSTRONG, ATTORNEY AT  
LAW  
**GOODIN, MACBRIDE, SQUERI & DAY, LLP**  
505 SANSOME STREET, SUITE 900  
SAN FRANCISCO, CA 94111  
FOR: COUNTY OF SUTTER

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**CALIFORNIA DEPARTMENT OF FISH &  
GAME**  
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RANCHO CORDOVA, CA 95670

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COUNTY OF SACRAMENTO  
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SACRAMENTO, CA 95812-0839

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STATE OF CALIFONRIA  
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LOS ANGELES, CA 90013

MICHAEL B. DAY, ATTORNEY  
**GOODIN MACBRIDE SQUERI DAY &  
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CH2M HILL  
2485 NATOMAS PARK DRIVE, SUITE 600  
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HEIDI JENSEN  
**OFFICE OF ASSEMBLYMAN JIM NIELSEN**  
STATE CAPITOL, ROOM 6031  
SACRAMENTO, CA 95814

MARLO A. GO  
**GOODIN MACBRIDE SQUERI DAY &  
LAMPREY LLP**  
505 SANSOME STREET, SUITE 900  
SAN FRANCISCO, CA 94111  
FOR: SUTTER POINTE LANDOWNERS /  
DEVELOPERS

MEGAN SOMOGYI, ATTORNEY  
**GOODIN, MACBRIDE, SQUERI & DAY**  
505 SANSOME STREET, SUITE 900  
SAN FRANCISCO, CA 94111

SACRAMENTO COUNTY  
DEPARTMENT OF WATER RESOURCES  
827 7<sup>TH</sup> STREET, ROOM 301  
SACRAMENTO, CA 95814

DIRECTOR  
**SACRAMENTO COUNTY WATER AGENCY**  
827 7<sup>TH</sup> STREET, ROOM 301  
SACRAMENTO, CA 95814

STUART SOMACH  
SOMACH, SIMMONS & DUNN  
500 CAPITAL MALL, SUITE 1000  
SACRAMENTO, CA 95814

**OFFICE OF THE COUNTY COUNSEL**  
1160 CIVIC CENTER BLVD., SUITE C  
YUBA CITY, CA 95993

GEORGE CARPENTER  
141 MORELLA COURT  
ROSEVILLE, CA 95747

DRAFT

**APPLICATION OF  
GOLDEN STATE WATER COMPANY FOR AN  
ORDER AUTHORIZING RATES IN ITS  
SUTTER POINTE CUSTOMER SERVICE AREA**

**EXHIBIT H**

**SERVICE MAP**

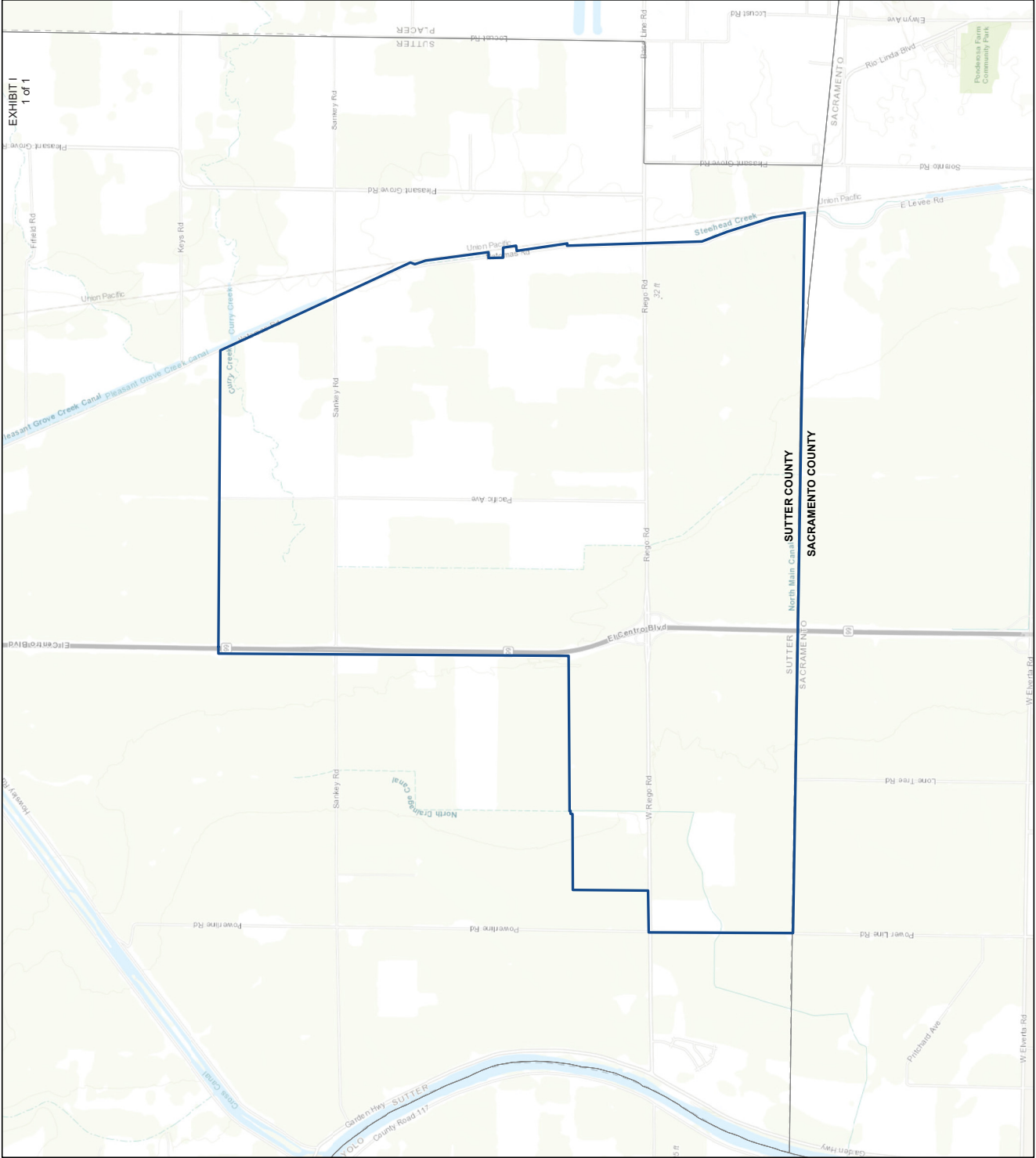
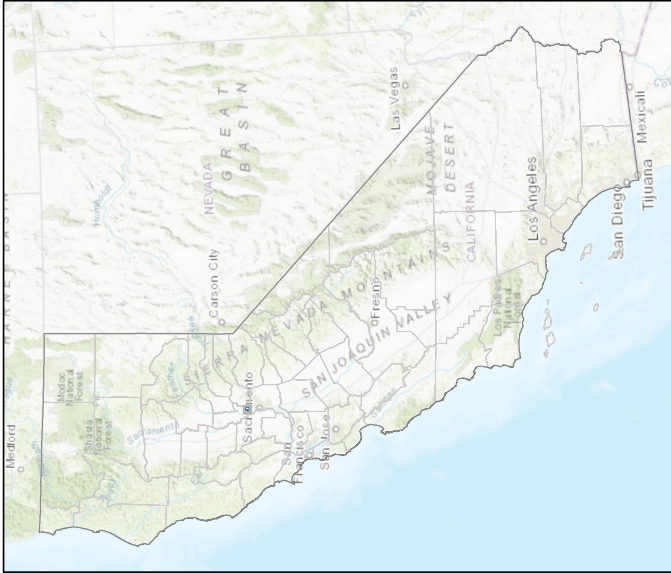



EXHIBIT 1  
1 of 1

# GSWC CPCN SUTTER POINTE

FEBRUARY 2024

**Legend**

-  CPCN Sutter Pointe




**Golden State  
Water Company**  
A Subsidiary of American States Water Company