

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

Advice Letter Cover Sheet

Utility Name: San Jose Water Company
District: N/A
CPUC Utility #: U-168-W
Advice Letter #: 574
Tier 1 2 3 Compliance
Authorization: Resolution W-4834
Date Mailed to Service List: 03/28/22
Protest Deadline (20th Day): 04/18/22
Review Deadline (30th Day): 04/27/22
Requested Effective Date: 04/28/22
Rate Impact: \$0
\$0%

Description: Update Rule 22 and Form 24

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: John Tang
Phone: 408-279-7933
Email: john.tang@sjwater.com

Utility Contact: Nanci Tran
Phone: 408-279-7979
Email: Nanci.tran@sjwater.com

DWA Contact: Tariff Unit
Phone: (415) 703-1133
Email: Water.Division@cpuc.ca.gov

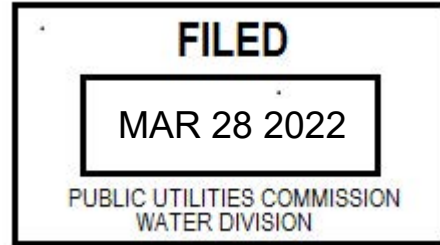
DWA USE ONLY		
DATE	STAFF	COMMENTS
_____	_____	_____
_____	_____	_____

APPROVED WITHDRAWN REJECTED

Signature: _____ **Comments: Date:** _____

March 28, 2022

Public Utilities Commission
of the State of California
505 Van Ness Avenue
San Francisco, CA 94102



Advice Letter No. 574

San Jose Water Company (U-168-W) (SJWC) hereby transmits for filing the following changes in tariff schedules applicable to its service area and which are attached hereto:

<u>Cal. P.U.C Sheet No.</u>	<u>Title of Sheet</u>	<u>Cancelling Cal. P.U.C. Sheet No.</u>
2158-W	Rule 22	1464-W
2159-W	Form No. 24	1465-W
2160-W	Table of Contents	2157-W
2161-W	Table of Contents (Continued)	2151-W
2162-W	Table of Contents (Continued)	2114-W

With this advice letter, SJWC requests authorization to update Rule 22, Customer Information Sharing and Form No.24, Confidentiality and Non-Disclosure Agreement. This filing will authorize SJWC, upon request, to disclose updated specific customer information to prescribed sanitation districts. This update is necessary to respond to the City of San Jose’s request for additional customer information for the sole purpose of calculating sewer fees. Customer data is protected, as required by law, pursuant to Non-Disclosure agreements with the involved entities.

These tariffs are submitted pursuant to General Orders (GO) No. 96-B Water Industry Rules 7.3.2(7). This advice letter is designated as a Tier 2 Advice Letter.

Background

SJWC provides customer data in accordance with Rule 22 annually to sanitation districts with overlapping service areas. Sanitation districts currently requesting customer data include Burbank Sanitary District, Cupertino Sanitary District, City of San Jose, Sunol Sanitary District, and West Valley Sanitation District (“Sanitation Districts”). The Sanitation Districts use this information to calculate sewer fees. Due to the privacy provisions outlined in the California Public Utilities Commission (Commission) Standard Practice U-15W and Public Utilities Code, Section 588, SJWC now requests Commission authorization to share this limited customer data with the Sanitation Districts, if requested. SJWC seeks to provide this information solely for the purpose of calculating sewer fees.

Pursuant to Industry Rules 7.3.2(7) and 8.2 (Request for Similar Treatment) of General Order 96-B, SJWC is requesting similar treatment afforded to Golden State Water Company (GSWC) in Resolution W-4834, which granted GSWC the authority to create a Customer Information Sharing rule and a Confidentiality and Non-Disclosure Agreement form.

In AL 1403-W, GSWC requested authorization “to be able to disclose certain customer information to prescribed entities, if requested.” In Resolution W-4834, approving AL 1403-W, the Commission found that:

- “Disclosure of customer information for public interest purposes should be balanced against privacy concerns raised by disclosure.”¹
- “Efficiency in the provision of essential utility services is an important public policy interest.”²
- “The sharing of customer-use data by Golden state Water Company can contribute to the efficient provision of utility service by government-run waste-water systems.”³
- “On balance, the public policy interest for sharing customer information proposed by Golden State Water Company in Advice Letter No. 1403-W, and as outlined in Tariff Rule 22, outweighs the privacy concerns that may be occasioned by the release of this information to local governments.”⁴

Whereas, in AL 1403-W, GSWC sought a broader authorization to provide customer information to “various counties, cities and wholesale water agencies,” SJWC seeks to provide information only to prescribed sanitation districts specifically for the purpose of calculating sewer fees. SJWC will only provide customer service address and water consumption data, and will do so only after it has been determined that such information is necessary for calculating sewer fees.

On March 4, 2011, SJWC filed Advice Letter 424 to request authorization to create Rule 22 and Form 24, which established guideline for disclose of specific customer usage information to prescribe sanitation districts for sole purpose of calculating sewer fees. Advice Letter 424 was approved with and effective date of April 3, 2011. SJWC Rule 22 currently reads as follows:

“San Jose Water Company will only release the following information to prescribed sanitation districts:

Service Address
Water Consumption Data

In this advice letter, SJWC is requesting to update the above language from Rule 22 with the following:

¹ Resolution W-4834, Findings and Conclusions #11

² Resolution W-4834, Findings and Conclusions #15

³ Resolution W-4834, Findings and Conclusions #16

⁴ Resolution W-4834, Findings and Conclusions #20

“San Jose Water Company will only release the following information to the prescribed sanitation districts and other information held by San Jose Water Company deemed reasonably necessary by such sanitation districts and San Jose Water Company for the purpose of sewer fee calculations:

Service Address
Water Consumption Data
Customer Name
Email Address
Customer Identification Number Service
Point Identification Number Service Point
Type Code
Service Point Installation Date
Meter Number
Meter Read Dates Customer
Account Number Unit of
Measure
Bill Segment Identification Information
Bill Segment Read Detail Sequence Number”

This update includes additional data point that the City of San Jose is requesting to properly calculate sewer fees. Other sanitation districts may likely request the same information going forward.

Form No. 24 will also be updated to reflect the Rule 22 update above.

Effective Date

SJWC requests that the updated tariff sheets become effective April 28, 2022.

Protests and Responses

Anyone may respond to or protest this advice letter. A response does not oppose the filing but presents information that may prove 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 include the following:

1. The utility did not properly serve or give notice of the advice letter;
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;
3. The analysis, calculations, or data in the advice letter contain material error or omissions;

4. The relief requested in the advice letter is pending before the Commission in a formal proceeding;
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 response or protest must be made in writing or by electronic mail and must be received by the Water Division within 20 days of the date this advice letter is filed. The address for mailing or delivering a protest is:

Tariff Unit, Water Division, 3rd floor
California Public Utilities Commission,
505 Van Ness Avenue
San Francisco, CA 94102
water_division@cpuc.ca.gov

On the same date, the response or protest is submitted to the Water Division, the respondent or protestant shall send a copy of the protest by mail to us, addressed to:

Regulatory Affairs
San Jose Water Company
110 West Taylor Street
San Jose, California 95196
Fax 408.279.7934
regulatoryaffairs@sjwater.com.

The advice letter process does not provide for any responses, protests or comments, except for the utility's reply, after the 20-day comment period.

In compliance with Paragraph 4.3 of General Order 96-B, a copy of this advice letter has been mailed to all interested and affected parties as detailed in Attachment A.

SJWC currently has AL 571 pending before the Commission. This filing will not cause the withdrawal of service nor conflict with other schedules or rules.

Very truly yours,



JOHN TANG
Vice President of Regulatory Affairs

Enclosures

SAN JOSE WATER COMPANY

ADVICE LETTER NO. 574

ATTACHMENT A

SAN JOSE WATER COMPANY (U-168-W)
ADVICE LETTER 574 SERVICE LIST

Big Redwood Park Water	waldoburford@gmail.com;
Brush & Old Well Mutual Water Company	BOWMWC@brushroad.com;
Cal Water	cwsrates@calwater.com;
City of Campbell	publicworks@cityofcampbell.com;
City of Cupertino City Attorney	cityattorney@cupertino.org;
City of Cupertino Director of Public Works	rogerl@cupertino.org;
City of Milpitas	tndah@ci.milpitas.ca.gov ;
City of Milpitas	CityManagerOffice@ci.milpitas.ca.gov;
City of Monte Sereno	steve@cityofmontesereno.org;
City of Monte Sereno	bmekechuk@cityofmontesereno.org;
City of Santa Clara	water@santaclaraca.gov;
City of San Jose	jeffrey.provenzano@sanjoseca.gov;
City of Saratoga	jcherbone@saratoga.ca.us;
County of Santa Clara	county.counsel@cco.sccgov.org;
DB Davis	dbdavis@rockwellcollins.com;
Dept. of Water Resources, Safe Drinking Water Office	sdwo@water.ca.gov;
Valley Water	dtaylor@valleywater.org;
Gillette Mutual Water Company	gapowerz@gmail.com;
Gillette Mutual Water Company	goldiey@pacbell.net;
Gillette Mutual Water Company	keyoung@pacbell.net;
Great Oaks Water	jroeder@greatoakswater.com;
Great Oaks Water	tguster@greatoakswater.com;
Cal Water	jpolanco@calwater.com;
James Hunter	j88hunter882@gmail.com;
City of Cupertino	KirstenS@cupertino.org;
Public Advocates Office	mukunda.dawadi@cpuc.ca.gov;
Public Advocates Office	PublicAdvocatesWater@cpuc.ca.gov;
Mountain Springs Mutual Water Co.	Lorenroy@icloud.com;
Mt. Summit Mutual Water Company	wshoefler@comcast.net;
Oakmount Mutual Water Company	gortiz12@comcast.net;
Patrick Kearns MD	pjk3@comcast.net;
Raineri Mutual Water Company	info@rainerimutual.org;
Ridge Mutual Water Company	pmantey@yahoo.com;
Rishi Kumar	rkumar@saratoga.ca.us;
San Jose Mercury News	progers@bayareanewsgroup.com;
Valley Water	afulcher@valleywater.org;
Valley Water	abaker@valleywater.org ;
Saratoga Heights Mutual Water Company	sjw@shmwc.org;
SouthWest Water Company	kcarlson@swwc.com;
Stagecoach Mutual Water Company	stagecoachroadMWC@gmail.com;
Summit West	RJonesPE@aol.com;
Summit West	board@summitwest.org;
Town of Los Gatos Dir. of Public Works	ppw@losgatosca.gov;
WRATES	rita_benton@ymail.com;
Villa Del Monte	jenniferlaforce@gmail.com;

TABLE OF CONTENTS

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

Subject Matter of Sheet	C.P.U.C. Sheet No.
Title	1495-W
Table of Contents	2160-W, 2161-W, 848-W and 2162-W (C)
Preliminary Statement	919-W, 1303-W, 2032-W, 2033-W, 2034-W, 2035-W, 2058-W, 2037-W 2151-W, 2152-W, 2040-W, 2041-W, 2042-W, 2087-W, 2125-W, 2155-W 2156-W
Service Area Map Locator	1266-W
Service Area Map Locator, Index	1589-W
Map of Areas with Special Pressure and FireFlow Conditions	2116-W
Index to Map of Areas With Special Pressure and FireFlow Conditions	1079-W, 2117-W, 1082-W 1087-W and 1404-W
Rate Schedules:	
Schedule No. 1, General Metered Service	2104-W, 2105-W and 2059-W
Schedule No. 1B, General Metered Service With Automatic Fire Sprinkler System	2106-W, 1741-W, 1882-W and 2060-W
Schedule No. 1C, General Metered Service Mountain District	2107-W, 1952-W, 1884-W and 2052-W 2097-W and 2053-W
Schedule No. 4, Private Fire Service	1118-W and 1094-W
Schedule No. 9C, Construction and Other Temporary Metered Service	152-W
Schedule No. 10R, Service to Employees	2131-W, 2132-W, 2133-W
Schedule No. 14.1 Water Shortage Contingency Plan with Staged Mandatory Reductions and Drought Surcharges	2134, 2135-W, 2136-W, 2137-W 2138-W, 2139-W, 2146-W
Schedule No. RW, Raw Water Metered Service	2128-W and 2129-W
Schedule No. RCW, Recycled Water Metered Service	2099-W and 2109-W
Schedule No. UF, Surcharge to Fund Public Utilities Commission, Reimbursement Fee	2090-W
Schedule No. WRAP, Water Rate Assistance Program	2111-W and 2056-W
List of Contracts and Deviations	2092-W and 2103-W
Rules:	
No. 1 - Definitions	2064-W and 2065-W
No. 2 - Description of Service	525-W
No. 3 - Application for Service	2143-W, 2144-W
No. 4 - Contracts	352-W
No. 5 - Special Information Required on Forms	2066-W, 2067-W and 2068-W-W
No. 6 - Establishment and Re-establishment of Credit	354-W
No. 7 - Deposits	355-W and 356-W
No. 8 - Notices	2069-W, 2070-W and 2017-W
No. 9 - Rendering and Payment of Bills	996-W, 997-W and 1146-W

(Continued)

(To be inserted by utility)

Issued by

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

Advice No. 574

JOHN TANG

Date Filed

Vice President,

Effective

Dec. No. _____

Regulatory Affairs

Resolution No. _____

TITLE

TABLE OF CONTENTS

(Continued)

<u>Subject Matter of Sheet</u>	<u>C.P.U.C. Sheet No.</u>
Rules	
No. 10 Disputed Bills	2071-W and 2019-W
No. 11 – Discontinuance and Restoration of Service	2020-W, 2021-W, 2072-W, 2073-W 2074-W, 2025-W, 2026-W, 2027-W, 2028-W 2075-W
No. 12 - Information Available to Public	1132-W and 365-W
No. 13 - Temporary Service	366-W and 367-W
No. 14 - Continuity of Service	368-W
No. 14.1 – Water Conservation and Rationing Plan	2118-W, 2119-W, 2120-W, 2121-W 2122-W, 2148-W, 1663-W, and 1664-W
No. 15 - Main Extensions	722-W thru 734-W, 1898-W, 923-W
No. 16 - Service Connections, Meters, and Customer's Facilities	735-W thru 738-W, 977W and 740-W thru 742-W
No. 17 – Standards for Measurement of Service	375-W
No. 18 – Meter Tests and Adjustment of Bills for Meter Error	376-W, 383-W and 384-W
No. 19 – Service to Separate Premises, and Multiple Units, and Resale of Water	495-W and 1901-W
No. 20 – Water Conservation	318-W
No. 21 – Military Family Relief Program	1225-W and 1226-W
No. 22 – Customer Information Sharing	2158-W (C)
Sample Forms:	
No. 1 - Application for Water Service – New	378-W
No. 1A - Application for Water Service (On, Off, In, Out, and Change)	379-W
No. 2 - Portable Meter Deposit	534-W
No. 2A – Portable Meter Customer – Terms	1119-W
No. 3 - Bill Form	2076-W
No. 3A – Past Due Notice (10-Day Notice)	2077-W
No. 3B – Final Notice (Individually Metered Customers)	2078-W
No. 3D – Closing Bill	1316-W
No. 3E – 15-Day Tenant Notice (Master Metered Customers)	2079-W
No. 3F – Electronic Bill Form	2080-W
No. 4 - Main Extension Contract, “B Rule” – Individual Utility Install	813-W
No. 5 - Main Extension Contract, “B Rule” – Individual Applicant Install	814-W

(Continued)

(To be inserted by utility)

Issued by

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

Advice No. 574

JOHN TANG

Date Filed _____

Dec. No. _____

Vice President,
Regulatory Affairs

Effective _____

Resolution No. _____

TITLE

TABLE OF CONTENTS
(Continued)

<u>Subject Matter Of Sheet</u>	<u>C.P.U.C.</u> <u>Sheet No.</u>	
No. 23 - Notice and Application for the Water Rate Assistance Program (WRAP)	2112-W and 1513-W	
No. 24 - Confidentiality and Non-Disclosure Agreement	2159-W	(C)

(To be inserted by utility)

Issued by

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

Advice No. 574

JOHN TANG

Date Filed _____

Vice President,

Effective _____

Dec. No. _____

Regulatory Affairs

Resolution No. _____

TITLE

Rule 22

CUSTOMER INFORMATION SHARING

A. GENERAL

This rule establishes the guidelines for the release of limited customer information to prescribed sanitation districts, upon request. This information must only be used for the sole purpose of the calculation of sewer fees, whereby the calculation of these fees and/or efforts depends on data held by San Jose Water Company (SJWC). Upon request, limited customer information may be provided to the following entities only:

- Burbank Sanitary District
- Cupertino Sanitary District
- City of San Jose
- Sunol Sanitary District
- West Valley Sanitation District

Customer information will only be provided to a designated contact of each prescribed sanitation district. Before information is provided, SJWC will enter into a non-disclosure agreement with the sanitation district to ensure that the customer information shared is kept private and only used for the purpose of calculating sewer fees.

Please note: A copy of SJWC's sample Non-Disclosure Agreement can be found in its tariffs as Form No. 24.

SJWC will only release the following information to the prescribed sanitation districts and other (N) Information held by SJWC deemed reasonably necessary by such sanitation districts and SJWC for the purpose of sewer fee calculations:

- Service Address
- Water Consumption Data
- Customer Name
- Email Address
- Customer Identification Number
- Service Point Identification Number
- Service Point Type Code
- Service Point Installation Date
- Meter Number
- Meter Read Dates
- Customer Account Number
- Unit of Measure
- Bill Segment Identification Information
- Bill Segment Read Detail Sequence Number

(N)

If an entity requires additional information or intends to use the information for purposes other than those mentioned above, such information cannot be released without the specific consent of the SJWC customer.

(N)

(To be inserted by utility)

Issued by

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

Advice No. 574

JOHN TANG

Date Filed _____

Dec. No. _____

Vice President,
Regulatory Affairs

Effective _____

Resolution No. _____

TITLE

Form No. 24

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

PLEASE REFER TO TARIFF BOOK FOR SAMPLE DOCUMENT

(To be inserted by utility)

Issued by

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

Advice No. 574

JOHN TANG

Date Filed _____

Vice President,

Effective _____

Dec. No.

Regulatory Affairs

Resolution No. _____

TITLE

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
by and between
SAN JOSE WATER COMPANY
and

This Confidentiality and Non-Disclosure Agreement (“Agreement”) is effective upon execution and is entered into between San Jose Water Company, a subsidiary of SJW Corp., primarily located at 110 W. Taylor Street in San Jose, California, 95110, (“Disclosing Party”) and _____, primarily located at _____ (“Receiving Party”).

This Agreement allows San Jose Water Company to release specific customer information to the Receiving Party for the sole purpose of the Receiving Party calculating sewer fees. In consideration of their respective covenants and conditions set forth herein, the parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and/or confidential information (“Confidential Information”), as defined in Section 1 below.

1. Definition of Confidential Information

For purposes of this Agreement, “Confidential Information” shall mean any proprietary and/or confidential information which one party (“Receiving Party”) receives from the other party (“Disclosing Party”), or others acting on behalf of a party, either directly or indirectly, in writing, verbally, electronically or by inspection, including without limitation, documents, business or marketing plans or strategies, financial statements, books of accounts, other financial analyses and forecasts, customer lists, and/or data, strategic plans, products, services, distribution and operations information, inventions and innovations, market research, processes, designs, drawings, analyses, compilations, surveys, studies, tests, results, trade secrets and any other proprietary information of the Disclosing Party.

By way of further example and not as a limitation hereof, Confidential Information shall include: (a) the Disclosing Party’s records on customer name, service address, email address, customer identification number, service point identification number, service point type code, service point installation date, meter number, meter read dates, water consumption data, account numbers, unit of measure such as CCF as pertaining to water consumption data, bill segment identification information, and bill segment read detail sequence number; and (b) all information or material that has or could have commercial value or other utility in the business in which the Disclosing Party is engaged.

2. Use and Disclosure

The Confidential Information disclosed by the Disclosing Party shall be used solely and exclusively by the Receiving Party for the purposes contemplated per this Agreement. The Receiving Party shall keep all Confidential Information received hereunder in the strictest confidence. The Receiving Party further understands and agrees that it will not disclose the Confidential Information disclosed to it hereunder except to its employees, consultants, and agents on a need-to-know basis. In the event an employee, consultant, or agent of the Receiving Party receives Confidential Information, each employee, consultant, or agent shall be subject to the Receiving Party’s internal restrictions concerning disclosure of such Confidential Information; and the internal restrictions shall include, but not be limited to, a requirement that each employee, consultant, or agent shall hold all Confidential Information in strict confidence, and *provided* that such employees, consultants, or agents are under a confidentiality obligation to the Receiving Party at least as protective of the Disclosing Party as set forth in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for the Receiving Party’s own

benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.

These restrictions on disclosure of Confidential Information shall not apply to:

- a. Information which, in the Receiving Party's opinion is required to be disclosed in accordance with applicable law or regulation, *provided* that the Receiving Party shall give the Disclosing Party prompt written notice and sufficient opportunity to object to such use or disclosure, or to request confidential treatment of the Confidential Information; or
- b. Information that was in the public domain at the time of this Agreement; or
- c. Information that has entered the public domain through the Disclosing Party or through any third party not being bound to secrecy by the Disclosing Party; or
- d. Information that the Receiving Party had in its possession prior to such disclosures by the Disclosing Party, as evidenced by written records; or
- e. Information that the Receiving Party has acquired from a third party bona fide source other than the Disclosing Party, which third party is not under an obligation with either the Receiving Party or Disclosing Party to maintain the confidentiality of such disclosed information; or
- f. Information that has been independently developed by the Receiving Party.

3 Enforcement

The parties acknowledge that they may be irreparably harmed if a Receiving Party breaches its obligation of confidentiality under this Agreement and such obligation is not specifically enforced, then the Disclosing Party may not have an adequate remedy at law in the event of an actual or threatened violation of any such material obligation hereunder. In the event that any Receiving Party breaches any material obligation under this Agreement, the Disclosing Party shall, in addition to any and all other forms of relief to which it may be entitled, be entitled to seek an injunction restraining any further disclosure or use of Confidential Information.

4. Disclaimer and Indemnification

The Receiving Party's evaluation of the Confidential Information of the Disclosing Party shall be at its own risk. The Receiving Party will indemnify and hold harmless the Disclosing Party, from and against any and all losses, claims, damages, or liabilities to which the Disclosing Party may become subject, including reasonable costs and attorney's fees, insofar as such losses, claims, damages or liabilities arise out of or are based on any negligent act or omission of the Receiving Party in connection with any disclosure of Confidential Information hereunder or as a result of a breach by the Receiving Party of any aspect of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

5. Return of Documents

Upon the request of the Disclosing Party, the Receiving Party shall immediately return all records, notes, and other written, printed, or tangible materials in its possession relating to Confidential Information of the Disclosing Party; *provided, however*, that the Receiving Party may retain one copy of those documents which Receiving Party is statutorily obligated to retain.

6. Time Periods

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and the Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as Confidential Information or until the Disclosing Party sends the Receiving Party written notice releasing the Receiving Party from this Agreement.

7. Relationships

Nothing contained in this Agreement shall be deemed to constitute either party as a partner, establishing a joint venture, or employee of the other party for any purpose. In addition, this Agreement does not obligate either party to enter into any further agreements.

8. Assignment and Successors

This Agreement may not be assigned by any party hereto, whether by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Disclosing Party may assign this Agreement (i) as incident to the merger, consolidation, reorganization or acquisition of stock affecting actual voting control or of substantially all of the assets of the assigning party or (ii) to a parent, affiliate or subsidiary. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

9. Severability

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to best affect the intent of the parties.

10. Integration

This Agreement expresses the complete understanding of the parties with respect to the subject and supersedes all prior proposals, agreements, representations and understandings. This Agreement shall not be amended except in a writing signed by both parties.

11. Waiver

Any waiver of a particular breach of this Agreement by a party shall not operate as a waiver to any other breach of this Agreement by that party.

12. Multiple Originals

This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument.

This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as signatories.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as identified and dated below.

“Disclosing Party”

“Receiving Party”

By:
Title:
Date:
San Jose Water Company

By:
Title:
Date:
