

SAN GABRIEL VALLEY WATER COMPANY

July 14, 2016

Advice Letter No. 483

U337W

TO THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

San Gabriel Valley Water Company ("San Gabriel") hereby requests ministerial review and approval of the following changes in tariff sheets applicable to both its Los Angeles County and Fontana Water Company divisions:

<u>CPUC Sheet No.</u>	<u>Title</u>	<u>Schedule No.</u>	<u>Canceling CPUC Sheet No.</u>
2595-W	Rule 21, Customer Information Sharing	N/A	N/A
2596-W	Form No. 18, Page 1 Confidentiality and Non-Disclosure Agreement	N/A	N/A
2597-W	Form No. 18, Page 2 Confidentiality and Non-Disclosure Agreement	N/A	N/A
2598-W	Form No. 18, Page 3 Confidentiality and Non-Disclosure Agreement	N/A	N/A
2599-W	Table of Contents (cont'd)	N/A	2576-W
2600-W	Table of Contents (cont'd)	N/A	2582-W
2601-W	Table of Contents	N/A	2594-W

Purpose

The purpose of this advice letter is to establish Rule No. 21, Customer Information Sharing, authorizing disclosure of certain customer information to prescribed entities, if requested. This information will be used solely for the purposes of calculating local taxes, sewer system capacity and fees, miscellaneous city fees, and water conservation efforts, whereby the calculation of these fees/efforts depends on information held by San Gabriel. Customers' information will be protected as required by law via non-disclosure agreements. San Gabriel also requests in this advice letter authority to establish Form No. 18, Confidentiality and Non-Disclosure

Agreement. The Commission granted a similar request by Golden State Water Company to create this tariff rule and form by Resolution No. W-4834, dated July 8, 2010. In accordance with Water Industry Rule 7.3.2(7) of General Order 96-B, San Gabriel is requesting approval similar to that already granted to Golden State Water Company, and therefore **this filing is designated as Tier 2.**

Background

San Gabriel has received requests from multiple agencies such as counties, cities, wholesale water agencies, and sanitation and wastewater districts requesting customer information to calculate local taxes, sewer system capacity and fees, miscellaneous city fees, and conservation evaluations. As pointed out in the Commission's Decision No. 09-02-006, Standard Practice U-15-W does not address the release of customer information to government agencies, only to the general public. In Decision No. 09-02-006, the Commission authorized California-American Water Company to release specified customer information to a local water wholesaler for the purpose of facilitating the evaluation of conservation programs.

The typical request from local government agencies is: customer name, service address, and water consumption data. If this advice letter is approved, San Gabriel will ensure, by way of the non-disclosure agreement (Form No. 18), that all customer information is protected. San Gabriel will only provide this information after San Gabriel determines that the information sought is needed to calculate fees such as local taxes, sewer fees, and miscellaneous city fees and conservation efforts.

The matters addressed in this advice letter are not now the subject of any formal filings with the California Public Utilities Commission, including a formal complaint, nor action in any court of law.

Request

San Gabriel requests authorization to establish Rule No. 21, Customer Information Sharing, which will give guidance on the disclosure of specific customer information to local government agencies for the purpose of calculating local taxes, sewer system capacity and fees, miscellaneous city fees, and facilitating water conservation evaluations. San Gabriel also requests authority to create Form No. 18, Confidentiality and Non-Disclosure Agreement, whereby San Gabriel will enter into

non-disclosure agreements with the aforementioned government agencies to request that the customer information is kept private and only used for the sole purpose for which it is intended. This advice letter requests authorization similar to that granted to Golden State Water Company in Resolution W-4834, dated July 8, 2010.

Protest and Responses

Anyone may respond to or protest this advice letter. When submitting a written response or protest please include San Gabriel Water Company's name and this advice letter number in the subject line. A response supports the filing and may contain information that proves useful to the Commission in evaluating the advice letter. A protest objects to the advice letter in whole or in part and must set forth the specific grounds on which it is based. These grounds are:

- (1) San Gabriel 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 San Gabriel 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 relitigating 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 Division of Water and Audits within 20 days of the date this advice letter is filed. When submitting a written response or protest please include San Gabriel Water Company's name and this advice letter number in the subject line. The address for mailing or delivering a protest is:

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

On the same date the response or protest is submitted to the Division of Water and Audits, the respondent or protestant shall send a copy of the protest by mail to San Gabriel addressed as follows:

July 14, 2016

San Gabriel Valley Water Company
Vice President of Regulatory Affairs
11142 Garvey Avenue
El Monte, CA 91733
FAX: (626) 448-5530 or
E-mail: jmreiker@sgvwater.com

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

Replies: San Gabriel will reply to each protest and may reply to any response. Each reply must be received by the Division of Water and Audits within 5 business days after the end of the protest period, and shall be served on the same day to the person who filed the protest or response.

If you have not received a reply to your protest within 10 business days, contact me at (626) 448-6183.



Joel M. Reiker
Vice President of Regulatory Affairs

cc: Bruce DeBerry, CPUC – Division of Water and Audits
Hani Moussa, CPUC – Water Branch, ORA
Danilo Sanchez, CPUC – Water Branch, ORA

Rule No. 21

CUSTOMER INFORMATION SHARING

A. General

This rule establishes the guidelines for the release of specific customer information to prescribed local government entities, if requested. This information will be used for the sole purpose of calculating local taxes, sewer system capacity and fees, miscellaneous city fees or water conservation efforts, whereby the calculation of these fees and/or efforts depends on information held by San Gabriel Valley Water Company ("San Gabriel"). San Gabriel will enter into non-disclosure agreements with the entities to ensure that the customer information shared is kept private and only used for the sole purpose for which it is intended.

Please note: A copy of San Gabriel's sample Non-Disclosure Agreement can be found in its tariffs as Form No. 18.

San Gabriel will only release the following information to local government (city and county) and wholesale water agencies, if requested, for the purposes discussed above:

- Customer name
- Service address
- Water consumption data*

*This data may include service establishment and termination dates.

If a local government entity requires additional information or intends to use the information for purposes other than what is mentioned above, San Gabriel will inform the entity it cannot release that information without having received prior customer consent to do so.

(To be inserted by utility)

Issued by

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

Advice Letter No. 483

R. W. Nicholson

Date Filed _____

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Form No. 18

Page 1

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
BY AND BETWEEN
SAN GABRIEL VALLEY WATER COMPANY AND _____**

This Confidentiality and Non-Disclosure Agreement ("Agreement") is effective upon execution and is entered into between San Gabriel Valley Water Company ("San Gabriel"), primarily located at 11142 Garvey Avenue, El Monte, CA 91733, ("Disclosing Party") and _____, primarily located at _____ ("Receiving Party").

This Agreement allows San Gabriel to release specific customer information to the Receiving Party for the sole purposes of calculating fees such as local taxes, sewer capacity and fees, miscellaneous city and county fees and/or for the facilitation of water conservation planning. 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, customer names, lists and/or data, strategic plans, products, services, inventions and innovations, 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 and consumption data; 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 specified in 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 employee, consultant or agent is 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.

(continued)

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Form No. 18
(continued)

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

- a. Information which the Receiving Party may be required to disclose by 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 into 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 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

The Receiving Party's evaluation of the Confidential Information of the Disclosing Party shall be at its own risk.

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 non-disclosure 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, or until 5 years from the termination of this Agreement, whichever occurs first. However, the 5-year time period does not apply to Confidential Information which, by statute, is to be kept Confidential. Such information shall remain as Confidential Information 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.

(continued)

(To be inserted by utility)

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Form No. 18
(continued)

8. Assignment

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.

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 effect 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”

San Gabriel Valley Water Company

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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