

SAN JOSE WATER COMPANY (U168W)
San Jose, California

Original
Canceling _____

Cal. P.U.C. Sheet No. 842-W
Cal. P.U.C. Sheet No. _____

Form No. 17

RELOCATION OR RESIZING OF WATER SERVICE ONLY, 3 INCH AND SMALLER

PLEASE REFER TO TARIFF BOOK FOR SAMPLE FORM

(To be inserted by utility)

Issued by

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

Advice No. 257

Fred R. Meyer

Date Filed Oct 01 1993

Vice President,

Effective Dec 20 1993

Dec. No. _____

Regulatory Affairs

Resolution No. _____

TITLE

SAN JOSE WATER COMPANY
(U-168-W)

FORM 17
Relocation or Resizing of Water Service Only,
3 inch and smaller
(Scattered Services)

A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, 19_____, by and between the person or persons listed in Paragraph 1 hereof, hereinafter collectively referred to as "Applicant", and SAN JOSE WATER COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as "Utility",

W I T N E S S E T H:

WHEREAS, Applicant is the owner of certain real property situated at _____; and

WHEREAS, Utility presently owns and is legally operating and maintaining a ____ inch service currently serving Applicant's property, said service being hereinafter referred to as the "Old Facility"; and

WHEREAS, Applicant has requested Utility to remove or abandon the Old Facility and then to install a new ____ inch service, hereinafter referred to as the "New Facility", at a mutually agreeable location to be determined at the time of installation; and

WHEREAS, such work is not covered by Utility's Rule 15, a copy of which is attached hereto as Exhibit A; and

WHEREAS, Utility is willing to accomplish such work upon the New Facility and the Old Facility, said facilities being hereinafter sometimes referred to collectively as the "Total Facilities", provided that the total installed cost of the same shall be borne by Applicant as more particularly set forth below;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, terms and provisions herein contained, it is agreed as follows:

1. **Applicant.** The names, addresses and descriptions of the person or persons, partnership or corporation herein referred to as Applicant are as follows:

<u>Name</u>	<u>Address</u>	<u>Description</u>
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2. **Applicable Form.** This agreement is entered into pursuant to the requirements and in accordance with the form of agreement in effect and on file with the California Public Utilities Commission (Commission). This Agreement does not, therefore, require specific authorization of the Commission to carry out its terms and conditions.

3. **Applicant's Payment.** The total installed cost of accomplishing work upon the Total Facilities, hereinafter referred to as the "Total Cost," is \$_____, which is comprised of \$_____ to remove or abandon the Old Facilities and \$_____ to install the New Facilities. Applicant has deposited

with Utility an amount equal to the Total Cost, receipt of which is hereby acknowledged by Utility.

The Total Cost includes any income tax component authorized by the Commission at the date of execution of this agreement.

4. Installation of Facilities. Utility agrees that it will, as soon as necessary material and labor are available and necessary permits, licenses, other governmental authorizations, easements and rights of way satisfactory to Utility have been executed by Applicant and delivered to Utility, commence and prosecute to completion with all reasonable diligence the work upon the Total Facilities.

5. Grades. If at the Applicant's request the New Facility is installed in easements or rights of way where final grades have not been established or in streets whose grades have not been brought to those established by public authority, Applicant, upon written notice by Utility, shall deposit with Utility forthwith the estimated cost, including applicable income taxes, as determined by Utility, of relocating, raising or lowering the New Facility upon establishment of final grades. Adjustment of any difference between the amount so deposited and the actual cost of relocating, raising or lowering the New Facility shall be made within thirty (30) days after Utility has ascertained such actual cost. Utility will refund the entire deposit including applicable income taxes relating to such proposed relocation, raising or lowering when appropriate authority determines that such displacements are not required.

6. **Applicant's Agreements.** Applicant agrees to use its best efforts to assist Utility to obtain any and all permits, franchises or other governmental authorizations which may be required for the work upon the Total Facilities or the subsequent operation and maintenance of the same. Applicant further agrees to convey or cause to be conveyed to Utility any and all easements and rights of way which may be later determined to be necessary or reasonably appropriate for the work upon the Total Facilities or for the installation of the New Facility or the subsequent operation and maintenance of same. Applicant's agreement in this paragraph 6 is in no way limited to those easements and rights of way provided for in paragraph 4 hereof.

Applicant further agrees to permit the abandonment in place of the Old Facilities.

7. **Ownership.** The New Facility to be installed hereunder and all construction work in connection therewith as well as such of the Old Facility as are not abandoned in place by Utility shall be and remain at all times the property of Utility, and Applicant shall have no right, title or interest whatsoever in or to the same.

8. **Construction Delay.** Utility shall not be responsible for any delay in construction resulting from any cause beyond its control, including, but without limiting the generality of the foregoing, any delay resulting from inability to obtain sufficient proper materials and supplies, labor disturbances or shortages, or weather conditions. In the event Utility is unable to obtain sufficient materials to meet all construction

requirements necessary to provide adequate service to all of its customers, it shall be entitled to allocate materials obtained by it to such construction projects as in its sole discretion it deems most important to the service needs of its customers, and any delay in the work upon the Total Facilities resulting from any such allocation of materials by Utility shall be deemed to be a cause beyond its control and it shall not be responsible for such delay.

9. **Notices.** Any notice which may or shall be given by either party to the other shall be deemed to have been duly given when deposited in the United States mail, registered or certified, postage prepaid and addressed to the party to whom such notice is given at the following addresses:

To Applicant: _____

To Utility: San Jose Water Company
374 W. Santa Clara Street
San Jose, CA 95196

Either party, by notice, may change the address to which notice shall thereafter be addressed.

10. **Nature of Obligation of Applicant.** If more than one person is named in paragraph 1 hereof, the obligations of the persons executing this agreement as Applicant shall be joint and several obligations. Until Applicant shall notify Utility in writing to the contrary, all refunds due under this agreement

shall be paid by Utility to: _____

_____,'

without recourse.

11. Successors and Assigns. This agreement shall inure to the benefit of and shall bind the respective heirs, executors, administrators, successors and assigns of the parties hereto.

12. Utility's Right to Offset. In the event Applicant shall become entitled to a repayment or refund under the provisions of this Agreement, Utility shall have the right at such time to offset against the amount then due Applicant hereunder the total amount of any indebtedness then due or owing by Applicant to Utility.

13. Jurisdiction of the Public Utilities Commission. This agreement shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may from time to time direct in the exercise of its jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

APPLICANT

SAN JOSE WATER COMPANY

By _____

By _____
Designated Signature