

File No. 190013

Committee Item No. 3

Board Item No. 19

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date January 24, 2019

Board of Supervisors Meeting

Date February 5, 2019

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
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Completed by: Linda Wong Date January 18, 2019
 Completed by: Linda Wong Date January 29, 2019

FILE NO. 190013

RESOLUTION NO.

1 [Contract Agreement - Southern California Edison Company - Purchase of Renewable
2 Energy - CleanPowerSF - Not to Exceed \$24,000,000]

3 **Resolution retroactively approving a contract agreement with Southern California**
4 **Edison Company for supplies of renewable energy for CleanPowerSF for a**
5 **contract term of one year, from January 1, 2019, through December 1, 2019, in an**
6 **amount not to exceed \$24,000,000.**

7
8 WHEREAS, In May 2016, the San Francisco Public Utilities Commission (PUC)
9 launched San Francisco's Community Choice Aggregation (CCA) program,
10 CleanPowerSF; and

11 WHEREAS, The goals of CleanPowerSF are to provide affordable and reliable
12 electricity services, cleaner energy alternatives advancing the City's Greenhouse Gas
13 reduction goals, investment in local renewable energy projects and jobs, and long-term
14 rate and financial stability; and

15 WHEREAS, State law requires cities that offer CCA service to offer service to all
16 residential customers; many CCA programs, including CleanPowerSF, have added
17 customers in phases to mitigate financial and operational risk; and

18 WHEREAS, The CleanPowerSF Phasing Policy (adopted in the CleanPowerSF
19 Business Practice Policies on December 8, 2015, by PUC Resolution 15-0267) provides
20 that service will be offered to additional customers throughout San Francisco in a
21 manner that is financially prudent and operationally feasible; and

22 WHEREAS, CleanPowerSF commenced operation in 2016 with initial service to
23 almost 8,000 accounts; and

24 WHEREAS, CleanPowerSF conducted two additional expansions in November
25 2016 and July 2018 and now serves about 109,000 accounts; and

1 WHEREAS, The PUC anticipates offering service to all eligible residential and
2 small commercial customers in San Francisco in April 2019; and

3 WHEREAS, CleanPowerSF issued two requests for offers for renewable energy
4 supplies in June 22, 2017, and August 20, 2018; however, CleanPowerSF did not
5 receive offers for sufficient volumes of renewable supplies to support the expansion of
6 CleanPowerSF service in 2019; and

7 WHEREAS, CleanPowerSF submitted a bid into Southern California Edison
8 Company's (SCE) October 9, 2018, request for offers to purchase renewable energy
9 supplies; and

10 WHEREAS, SCE accepted CleanPowerSF's bid for sufficient volumes to allow
11 CleanPowerSF to move forward with the 2019 expansion; and

12 WHEREAS, SCE requires the use of Edison Electric Institute (EEI) contracts for
13 all entities that purchase renewable energy through SCE's October 9, 2018, request for
14 offers; that form agreement is on file with the Clerk of the Board of Supervisors in File
15 No. 150408; and

16 WHEREAS, In Ordinance Nos. 75-15, 223-15, and 8-18, the Board of
17 Supervisors authorized the PUC to use certain pro forma contracts, including the EEI
18 pro forma power purchase agreement, and deviate from certain otherwise applicable
19 contracting requirements; and

20 WHEREAS, A portion of the contract price for the renewable energy is a market-
21 based price that will be determined at the time of delivery based on a widely used
22 market index; and

23 WHEREAS, Based on market information predicting future prices,
24 CleanPowerSF estimates that the maximum cost of the contract is \$24,000,000 but the
25 actual cost will likely be approximately \$19,000,000; and

1 WHEREAS, The Public Utilities Commission approved the contract at its
2 December 11, 2018, meeting in Resolution No. 18-0210; now, therefore, be it

3 RESOLVED, That the Board of Supervisors hereby authorizes the General
4 Manager of the Public Utilities Commission to execute a contract with Southern
5 California Edison Company in an amount not to exceed \$24,000,000 with the term of
6 January 1, 2019, through December 31, 2019; and, be it

7 FURTHER RESOLVED, That the SFPUC shall return to the Budget and Finance
8 Committee to present the Fiscal Year 2017-2018 annual report on the CleanPowerSF
9 program, once it is completed, as requested by members of the Budget and Finance
10 Committee; and, be it

11 FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the
12 General Manager of the Public Utilities Commission to make amendments to the
13 contract, as needed, that do not materially increase the obligations or liabilities of the
14 City; and, be it

15 FURTHER RESOLVED, That within thirty (30) days of the contract being fully
16 executed by all parties, the San Francisco Public Utilities Commission shall provide a
17 copy to the Clerk of the Board for inclusion into the official file.

- In January 2018, the Board of Supervisors authorized the SFPUC General Manager to enter into agreements for renewable energy with terms in excess of ten years or requiring expenditures of \$10 million or more for power and related products and services for citywide expansion of CleanPowerSF; and authorized deviations from contract requirements in the Administrative Code and the Environment Code (File No. 17-1172; Ordinance No. 8-18).

In addition, in September 2018, the Board of Supervisors authorized the SFPUC General Manager to enter into future agreements (executed within the next five years) requiring binding arbitration for purchase of electricity, if certain conditions were met; and retroactively authorized three agreements between CleanPowerSF and PG&E for purchase of electricity-related products requiring binding arbitration (File 18-0708, Ordinance No. 227-18).

CleanPowerSF Budget and Power Purchases

The CleanPowerSF budget for power purchases in FY 2018-19 is approximately \$116 million, increasing to approximately \$162 million in FY 2019-20 to account for an increase in customers, as shown in Table 1 below. Power purchases are paid for by CleanPowerSF sales of electricity to retail customers.

Table 1: CleanPowerSF Budget, FY 2018-19 and FY 2019-20

Revenues	FY 2018-19	FY 2019-20
Electricity Sale CCA	\$156,609,754	\$212,070,541
<i>Green Revenue</i>	154,954,160	207,339,619
<i>SuperGreen Revenue</i>	1,655,593	4,730,921
Other	423,000	838,768
Total Revenues	\$157,032,754	\$212,909,309
Expenditures		
Power For Resale	\$110,565,850	\$153,877,739
Power For Resale-Budget	5,528,293	7,693,887
Power-Scheduling Coordinator	3,000,000	3,000,000
Subtotal Operating Expenditures	\$119,094,143	\$164,571,626
Reserves	16,975,360	22,505,510
Transfers Out	20,963,251	25,832,173
Total Expenditures	\$157,032,754	\$212,909,309

Source: FY 2018-19 and FY 2019-20 Budget

CleanPowerSF has contracts with 12 vendors to supply power in FY 2018-19 and FY 2019-20, totaling approximately \$243 million in aggregate over the two fiscal years. Depending on enrollment in FY 2018-19, CleanPowerSF may choose to execute additional contracts to meet power demand. The current vendors supply power from a mix of generating sources,

providing: shaped energy,¹ renewable energy, carbon-free energy, and capacity. Table 2, below, shows the renewable energy CleanPowerSF currently has under contract for CY 2019 for the SuperGreen and Green CleanPowerSF products.

Table 2: CY 2019 CleanPowerSF - Green and SuperGreen Renewable Energy Needs and Estimated Retail Sales

Total Estimated Retail Sales (MWh)	2,711,432	
SuperGreen Retail Sales (Est.) (MWh)	86,994	
Green Retail Sales (Est.) (MWh)	2,624,438	
 <u>Contracted Energy</u>		
	<u>Volume (MWh)</u>	<u>Percent (%)</u>
SuperGreen Renewable Energy Needs	86,994	100%
Renewable Energy Under Contract	86,994	100%
	<u>Volume (MWh)</u>	<u>Percent (%)</u>
Green Renewable Energy Service Needs	1,202,021	45%
Renewable Energy Under Contract	902,021	34%
<i>Southern California Edison (SCE)</i>	<i>300,000</i>	<i>11%</i>

DETAILS OF PROPOSED LEGISLATION

The proposed resolution retroactively approves a service agreement between SFPUC and SCE for one year from January 1, 2019 through December 31, 2019 for an amount not to exceed \$24,000,000.

CleanPowerSF Contracting for Power Supply

CleanPowerSF procures energy supplies in accordance with the CleanPowerSF Supply Management Policy adopted by the Public Utilities Commission in Resolution 17-1020. In accordance with best practices in the energy industry, CleanPowerSF maintains an energy portfolio that includes a mix of short and long-term contracts (with terms ranging from 1 to 25 years) that best mitigates price, supply, and vendor risk. CleanPowerSF procures energy through requests for offers which are distributed to a list of known energy suppliers. Winning bidders are selected based on different factors including price, collateral requirements, vendor experience, and if relevant, project location. The majority of the contracts have a fixed price for the term of the contracts. Some shorter term (one to two years) contracts, such as the SCE contract, are based on a market price for energy plus a fixed price for the renewable attribute of the commodity. This is an industry-standard pricing term for renewable energy supplies.

¹ Shaped energy is also known as system energy, which is purchased from the California electrical grid and is used to reduce volatility in energy prices. Shaped energy may or may not come from renewable sources.

<p>Item 3 File 19-0013</p>	<p>Department: Public Utilities Commission (PUC)</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution retroactively approves an agreement between the San Francisco Public Utilities Commission (SFPUC) and Southern California Edison Company (SCE) for one year from January 1, 2019 through December 31, 2019 for the purchase of renewable energy for CleanPowerSF in an amount not to exceed \$24,000,000. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • CleanPowerSF provides renewable energy to residential and commercial customers in San Francisco. CleanPowerSF estimates enrollment of approximately 396,000 customer accounts by April 2019 with average electricity demand of approximately 350 MW. • In order to meet the 45 percent of renewable energy standard for CleanPowerSF customers on the "Green" plan, CleanPowerSF entered into an agreement through a Request for Offers process for SCE to supply energy to CleanPowerSF. Under the agreement, SCE agrees to provide a firm amount of renewable energy, 300,000 megawatt hours, to be delivered by December 31, 2019. • CleanPowerSF will enter into an agreement with SCE for additional energy supplies in 2020 in the amount of \$3,500,000, which is not subject to approval by the Board of Supervisors. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • CleanPowerSF estimates energy purchases of \$19 million under the proposed agreement in calendar year 2019. Because customer demand and market prices vary, CleanPowerSF estimated purchases under this agreement between \$19,000,000 and \$24,000,000 to account for the possibility that energy prices could remain high during CY 2019. Power purchases are paid by CleanPowerSF revenues. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • Amend the proposed resolution to request that SFPUC staff return to the Budget & Finance Committee to present the FY 2017-18 annual report on the CleanPowerSF program once it is completed. • Approve proposed resolution as amended. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that has a term of more than ten years or requires expenditures of \$10 million or more is subject to Board of Supervisors approval.

BACKGROUND**Community Choice Aggregation**

State law allows cities and counties to develop Community Choice Aggregation (CCA) programs, through which local governments supply electricity to participating customers within their jurisdictions while the existing private utility (Pacific Gas & Electric Company- PG&E- in San Francisco) continues to provide various services including billing, transmission, and distribution. San Francisco's CCA program ("CleanPowerSF") is in the process of phasing in service to residential customers citywide.

CleanPowerSF offers two levels of supply service: (1) Green, the default service which contains at least 40 percent renewable energy and (2) SuperGreen, a premium option which offers 100 percent renewable energy. Residential and business customers are automatically phased into the CleanPowerSF program based on their location and are given opportunities to opt-out of participating in the program. The contract with Southern California Edison Company (SCE) provides the renewable energy content for purchasers in the "Green" category.

Approximately 116,000 customer accounts with average electricity demand of about 230 megawatts (MW) are currently enrolled in CleanPowerSF. Full-scale citywide enrollment is planned to occur by April 2019 and would involve approximately 280,000 additional customers, for a total of approximately 396,000 customer accounts with average electricity demand of approximately 350 MW. The opt-out rate is 3.2 percent.

After April 2019, the only remaining accounts to be enrolled will be the largest commercial accounts, which are responsible for approximately 12 percent of citywide electricity demand.

Previous CleanPowerSF Legislation

The Board of Supervisors has previously authorized the San Francisco Public Utilities Commission (SFPUC) to enter into long-term renewable energy supply agreements for CleanPowerSF without further Board of Supervisors approval:

- In May 2015, the Board of Supervisors authorized the SFPUC General Manager to use pro forma agreements to purchase and sell renewable electricity to operate the CleanPowerSF program (File No. 15-0408; Ordinance No. 75-15);
- In December 2015, the Board of Supervisors authorized the SFPUC General Manager to enter into agreements requiring expenditures of \$10 million or more for power and related products and services to launch the initial phases of CleanPowerSF (File No. 15-1123; Ordinance No. 223-15); and,



REC SALES CONFIRMATION

between

SOUTHERN CALIFORNIA EDISON COMPANY

and



**THE CITY AND COUNTY OF SAN FRANCISCO, ACTING BY AND THROUGH ITS
PUBLIC UTILITIES COMMISSION, CLEANPOWERSF**

This REC Sales Confirmation ("Confirmation") confirms the transaction ("Transaction") between **Southern California Edison Company** ("Seller" or "SCE") and **The City and County of San Francisco, acting by and through its Public Utilities Commission, CleanPowerSF** ("Buyer"), each individually a "Party" and together the "Parties", effective as of _____ (the "Confirmation Effective Date"). This Transaction is governed by the Edison Electric Institute ("EEI") Master Power Purchase and Sale Agreement between the Parties, effective as of _____, along with the Cover Sheet, any amendments and annexes thereto (the "Master Agreement"), and including, the EEI Collateral Annex to the Master Agreement along with the Paragraph 10 to the Collateral Annex between the Parties (such Paragraph 10 and the Collateral Annex are both referred to herein as the "Collateral Annex") (the Master Agreement and the Collateral Annex shall be collectively referred to as the "EEI Agreement"). The EEI Agreement and this Confirmation shall be collectively referred to herein as the "Agreement". Capitalized terms used but not otherwise defined in this Confirmation have the meanings ascribed to them in the EEI Agreement or the Tariff. If any defined term in this Confirmation conflicts with the same defined term in the Tariff or EEI Agreement, the definition set forth in this Confirmation shall supersede.

**ARTICLE 1
COMMERCIAL TERMS**

Seller: SOUTHERN CALIFORNIA EDISON COMPANY		Buyer: THE CITY AND COUNTY OR SAN FRANCISCO, ACTING BY AND THROUGH ITS PUBLIC UTILITIES COMMISSION, CLEANPOWERSF	
Trading:	<u>Seller</u> Day Ahead: 626-307-4425 Real Time: 626-307-4453	<u>Buyer</u> Attn: Erin Mulberg Phone: (415) 551-4598 Emulberg@sfwater.org	
	Contact information is for convenience and is subject to change by notice.		
Scheduling:	<u>Seller</u> Day Ahead: 626-307-4425	<u>Buyer</u> Day Ahead: Attn: Sunita Jones Phone: (415) 554-1575 Email: skjones@sfwater.org	



	<p>powerscheduler@sfwater.org</p> <p>Real Time: 626-307-4453 Real Time: Attn: APX Help Desk Phone: (888) 896-8629 www.apx.com/contact-us</p> <p>Contact information is for convenience and is subject to change by notice.</p>
Product:	<p>The Product is a Firm Delivery Obligation of California RPS-Eligible Electric Energy and associated Green Attributes.</p> <p>During the Delivery Period, Seller shall deliver and sell, and Buyer shall purchase and receive, the Product, subject to the terms and conditions of this Confirmation. Seller shall not substitute or purchase any Green Attributes from any generating resource other than the Project for delivery hereunder.</p>
Project:	<p>All Product sold hereunder shall be from one or more of the generating facilities listed in <u>Exhibit A</u> (collectively, the "Project").</p> <p>The Parties acknowledge and agree that the Project consists of one or more generating facilities and that Seller is permitted to utilize any one or more of these generating facilities in order to satisfy its obligations hereunder.</p> <p>The Parties further acknowledge and agree that, with respect to Section 3.2(a) of this Confirmation, Product shall solely be limited to the actual Product generated and delivered by the generating facility(ies) used to satisfy the Contract Quantity, and that Buyer is not entitled to any additional Product or other attributes related to the Product produced by the generating facility(ies) in the Project above and beyond the Contract Quantity.</p> <p>Subject to Buyer's consent, not to be unreasonably withheld, Seller may include additional generating facility(ies) in the Project such that Seller is permitted to utilize such additional generating facility(ies) to satisfy its obligations hereunder, provided that Seller notifies Buyer of the additional generating facility(ies) at least two (2) Business Days prior to such addition.</p>
Contract Capacity	<p>"Contract Capacity" shall be equal to the Contract Quantity divided by the number of hours between the start of the Delivery Period and the end of the day on December 31, 2019, rounded up to the nearest whole MW.</p>
Contract Quantity:	<p>"Contract Quantity" shall be equal to .</p>
Contract Price:	<p>"Contract Price" shall be Index plus the REC Price.</p> <p>"REC Price" shall be .</p>
Term:	<p>The Term of this Transaction shall commence upon the Confirmation Effective Date and shall continue until delivery by Seller to Buyer of the Contract Quantity of the Product has been completed and all other obligations of the Parties under this Agreement have been satisfied,</p>

Agreement with Southern California Edison Company

In June 2017 and August 2018, CleanPowerSF issued requests to obtain short term renewable energy supplies from vendors, but did not receive offers that had sufficient renewable energy supplies to support the expansion of CleanPowerSF in April 2019. As a result, CleanPowerSF participated in several Requests for Offers extended by energy suppliers that would allow them to purchase bundled renewable energy. In September 2018, CleanPowerSF responded to a Request for Offers for clean energy supplies from PG&E, but were not shortlisted by PG&E for the volumes desired. Also in September 2018, CleanPowerSF submitted a bid to purchase renewable energy from SCE in order to obtain sufficient renewable energy supply to support the service expansion. CleanPowerSF's bid was awarded in October 2018.

Under the proposed agreement, SCE agrees to provide a firm amount of renewable energy, 300,000 megawatt hours, to CleanPowerSF to be delivered by December 31, 2019. SCE will bill CleanPowerSF monthly based on the amount of energy delivered in the prior month and market-based prices determined at the time of delivery.

Agreement Extension

The proposed resolution provides for Board of Supervisors approval of the agreement between CleanPowerSF and SCE for calendar year 2019 in the amount of \$24,000,000. CleanPowerSF will enter into another agreement for additional energy supplies in 2020 in the amount of \$3,500,000, which is not subject to Board of Supervisors approval.

Retroactive Approval

The Public Utilities Commission approved the proposed agreement between CleanPowerSF and SCE on December 11, 2019. Due to the Board of Supervisors recess in December, the resolution to approve the proposed service agreement was not introduced to the Board of Supervisors until January 15, 2019. The proposed resolution would retroactively approve the service agreement from January 1, 2019 through December 31, 2019.

FISCAL IMPACT

Of the \$24,000,000 not-to-exceed amount for this agreement, CleanPowerSF estimates that they will pay SCE \$19,000,000 for renewable energy delivered during calendar year 2019. CleanPowerSF will pay Southern California Edison the per-megawatt hour market rate for renewable energy, plus a fixed price to purchase the associated Renewable Energy Credit (REC) per megawatt hour of power delivered.² CleanPowerSF derived estimates of the cost to purchase energy under the agreement with SCE by calculating the cost to purchase 25,000 megawatt hours per month of energy using the estimated monthly cost of energy for the full calendar year, plus the cost of RECs. Because costs are dependent on the energy market,

² Renewable Energy Credits (RECs) are tradeable, non-energy commodities that represent proof that 1 megawatt-hour of electricity was generated from an eligible renewable energy resource and was fed into a share power system. RECs carry all renewable and environmental attributes associated with the production of electricity from the eligible renewable energy resources underlying it.

CleanPowerSF estimated purchases under this agreement between \$19,000,000 and \$24,000,000 to account for the possibility that energy prices could remain high during CY 2019.

All costs associated with the contract will be paid from CleanPowerSF revenues and have been approved in the FY 2018-19 and FY 2019-20 CleanPowerSF budgets.

POLICY CONSIDERATION

When the Board of Supervisors approved File 17-1172 in December 2017, the Board amended the ordinance to require SFPUC to submit annual reports to the Board of Supervisors that include annual program costs, the rates charged by the SFPUC to CleanPowerSF customers to recover costs, and a comparison of CleanPowerSF rates to PG&E rates. SFPUC staff are preparing the Fiscal Year 2017-2018 Report on the CleanPowerSF Program and anticipate submitting it to the Board of Supervisors as soon as the Fiscal Year 2017-2018 audited financial statements are available.

RECOMMENDATIONS

1. Amend the resolution to request that SFPUC staff return to the Budget & Finance Committee to present the FY 2017-18 annual report on the CleanPowerSF program once it is completed.
2. Approve proposed resolution



REC SALES CONFIRMATION

between

SOUTHERN CALIFORNIA EDISON COMPANY

and

**THE CITY AND COUNTY OF SAN FRANCISCO, ACTING BY AND THROUGH ITS
PUBLIC UTILITIES COMMISSION, CLEANPOWERSF**

This REC Sales Confirmation (“Confirmation”) confirms the transaction (“Transaction”) between **Southern California Edison Company** (“Seller” or “SCE”) and **The City and County of San Francisco, acting by and through its Public Utilities Commission, CleanPowerSF** (“Buyer”), each individually a “Party” and together the “Parties”, effective as of _____ (the “Confirmation Effective Date”). This Transaction is governed by the Edison Electric Institute (“EEI”) Master Power Purchase and Sale Agreement between the Parties, effective as of _____, along with the Cover Sheet, any amendments and annexes thereto (the “Master Agreement”), and including, the EEI Collateral Annex to the Master Agreement along with the Paragraph 10 to the Collateral Annex between the Parties (such Paragraph 10 and the Collateral Annex are both referred to herein as the “Collateral Annex”) (the Master Agreement and the Collateral Annex shall be collectively referred to as the “EEI Agreement”). The EEI Agreement and this Confirmation shall be collectively referred to herein as the “Agreement”. Capitalized terms used but not otherwise defined in this Confirmation have the meanings ascribed to them in the EEI Agreement or the Tariff. If any defined term in this Confirmation conflicts with the same defined term in the Tariff or EEI Agreement, the definition set forth in this Confirmation shall supersede.



**ARTICLE 1
COMMERCIAL TERMS**

Seller: SOUTHERN CALIFORNIA EDISON COMPANY		Buyer: THE CITY AND COUNTY OR SAN FRANCISCO, ACTING BY AND THROUGH ITS PUBLIC UTILITIES COMMISSION, CLEANPOWERSF
Trading:	<u>Seller</u> Day Ahead: 626-307-4425 Real Time: 626-307-4453	<u>Buyer</u> Attn: Erin Mulberg Phone: (415) 551-4598 Emulberg@sflower.org
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Southern California Edison

ID# 8013, CleanPowerSF



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Product:	<p>The Product is a Firm Delivery Obligation of California RPS-Eligible Electric Energy and associated Green Attributes.</p> <p>During the Delivery Period, Seller shall deliver and sell, and Buyer shall purchase and receive, the Product, subject to the terms and conditions of this Confirmation. Seller shall not substitute or purchase any Green Attributes from any generating resource other than the Project for delivery hereunder.</p>
Project:	<p>All Product sold hereunder shall be from one or more of the generating facilities listed in Exhibit A (collectively, the "Project").</p> <p>The Parties acknowledge and agree that the Project consists of one or more generating facilities and that Seller is permitted to utilize any one or more of these generating facilities in order to satisfy its obligations hereunder.</p> <p>The Parties further acknowledge and agree that, with respect to Section 3.2(a) of this Confirmation, Product shall solely be limited to the actual Product generated and delivered by the generating facility(ies) used to satisfy the Contract Quantity, and that Buyer is not entitled to any additional Product or other attributes related to the Product produced by the generating facility(ies) in the Project above and beyond the Contract Quantity.</p> <p>Subject to Buyer's consent, not to be unreasonably withheld, Seller may include additional generating facility(ies) in the Project such that Seller is permitted to utilize such additional generating facility(ies) to satisfy its obligations hereunder, provided that Seller notifies Buyer of the additional generating facility(ies) at least two (2) Business Days prior to such addition.</p>
Contract Capacity	<p>"Contract Capacity" shall be equal to the Contract Quantity divided by the number of hours between the start of the Delivery Period and the end of the day on December 31, 2019, rounded up to the nearest whole MW.</p>
Contract Quantity:	<p>"Contract Quantity" shall be equal to .</p>
Contract Price:	<p>"Contract Price" shall be Index plus the REC Price.</p> <p>"REC Price" shall be .</p>
Term:	<p>The Term of this Transaction shall commence upon the Confirmation Effective Date and shall continue until delivery by Seller to Buyer of the Contract Quantity of the Product has been completed and all other obligations of the Parties under this Agreement have been satisfied,</p>



	unless terminated earlier due to failure to satisfy the Conditions Precedent or as otherwise provided in the Agreement (“Term”).
Delivery Period:	Subject to the occurrence of the Condition Precedent Satisfaction Date, the Delivery Period of this Transaction shall commence on the tenth (10 th) Business Day after the Condition Precedent Satisfaction Date and shall continue through December 31, 2019.
Delivery Point:	Seller shall deliver the Product at the CAISO Aggregated Pricing Node.
Firm Delivery Obligation:	<p>“Firm Delivery Obligation” shall have the following meaning:</p> <p>The obligation to provide the Contract Quantity is a firm obligation in that Seller shall deliver the Contract Quantity of the Product from the Project consistent with the terms of this Confirmation without excuse other than Force Majeure, provided that, for purposes of this Confirmation, Force Majeure does not include the lack of wind, sun or other fuel source of an inherently intermittent nature. If a failure by Seller to deliver the Contract Quantity from the Project by the end of the Delivery Period is not excused by Force Majeure, Article 4 of the Master Agreement shall apply.</p> <p>Seller shall convey title to and risk of loss of all CAISO Energy to Buyer at the Delivery Point.</p>
Scheduling Obligations:	<p>Seller shall schedule to the Buyer the Contract Capacity, or in the event Seller provides any Product as a Make-Up Amount in accordance with Section 3.3 of this Confirmation, the Adjusted Contract Capacity, as an IST-APN in the Integrated Forward Market at the Delivery Point on a Day-Ahead basis in accordance with the Tariff (the “Seller’s Scheduling Obligations”).</p> <p>Buyer shall accept Seller’s schedule of the Contract Capacity or the Adjusted Contract Capacity (if applicable), by entering the schedule as an IST-APN in the Integrated Forward Market at the Delivery Point on a Day-Ahead basis in accordance with the Tariff (the “Buyer’s Scheduling Obligations”).</p>
Scheduling Period:	“Scheduling Period” means each hour of the Delivery Period.
Seller Regulatory Obligations:	Within ninety (90) days after the Confirmation Effective Date, SCE shall file with the CPUC the appropriate request for CPUC Approval. SCE shall expeditiously seek CPUC Approval, including promptly responding to any requests for information related to the request for CPUC Approval. As requested by SCE, Buyer shall use commercially reasonable efforts to support SCE in obtaining CPUC Approval. SCE has no obligation to seek rehearing or to appeal a CPUC decision which fails to approve this Agreement or which contains findings required for CPUC Approval with conditions or modifications unacceptable to either Party.
Conditions Precedent:	The commencement of delivery of the Product and the obligation of Buyer to pay for the Product shall be contingent upon CPUC Approval of this Confirmation (the “Conditions Precedent”). Either Party, in its sole discretion, has the right to terminate this Confirmation upon notice in accordance with Section 10.7 of the Master Agreement, which such notice will be effective one (1) Business Day after such notice is given, if: (i) the CPUC issues a final and non-appealable



	<p>order regarding this Confirmation which contains conditions or modifications unacceptable to either Party, or (ii) CPUC Approval of this Confirmation has not been obtained on or before the date that is three hundred sixty-five (365) days after the date that SCE files the request for CPUC Approval, and a notice of termination in accordance with Section 10.7 of the Master Agreement is given on or before the three hundred ninety-fifth (395th) day after SCE files the request for CPUC Approval.</p> <p>Any termination made by a Party under this “Conditions Precedent” section shall be without liability or obligation to the other Party.</p> <p>Notwithstanding any other provision in this Confirmation, Seller will have no obligation to transfer Product to Buyer and Buyer shall have no obligation to receive or pay for the Product unless and until Seller and Buyer have obtained or waived, in their sole discretion, CPUC Approval of this Confirmation.</p>
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ARTICLE 2
DEFINITIONS

- “Adjusted Contract Capacity” has the meaning set forth in Section 3.3 of this Confirmation.
- “Agreement” has the meaning set forth in the preamble of this Confirmation.
- “ACH” means the electronic funds transfer system operated by the National Automated Clearing House, or any successor entity.
- “Buyer” has the meaning set forth in the preamble of this Confirmation.
- “Confirmation Effective Date” has the meaning set forth in the preamble of this Confirmation.
- “CAISO” means the California Independent System Operator, or its successor.
- “CAISO Aggregated Pricing Node” means _____.
- “CAISO Energy” means “Energy” as defined in the Tariff.
- “Calculation Period” means each calendar month during the Delivery Period.
- “California RPS-Eligible Electric Energy” means electric energy from an Eligible Renewable Energy Resource, as such term is defined in Public Utilities Code Section 399.12 and 399.16.
- “CEC” means the California Energy Commission or its regulatory successor.
- “Condition Precedent” has the meaning set forth in Article 1 of this Confirmation.
- “Condition Precedent Satisfaction Date” means the date on which CPUC Approval has been obtained.
- “Confirmation” has the meaning set forth in the preamble of this Confirmation.
- “Contract Capacity” has the meaning set forth in Article 1 of this Confirmation.
- “Contract Price” has the meaning set forth in Article 1 of this Confirmation.
- “Contract Quantity” has the meaning set forth in Article 1 of this Confirmation.
- “Confirmation Effective Date” has the meaning set forth in the preamble of this Confirmation.
- “CPUC” means the California Public Utilities Commission or its regulatory successor.
- “CPUC Approval” means a decision of the CPUC that (i) is final and no longer subject to appeal, which approves the Agreement in full and in the form presented on terms and conditions acceptable to SCE in its

sole discretion, including terms and conditions related to cost recovery and cost allocation of amounts paid to Seller under the Agreement; and (ii) does not contain conditions or modifications unacceptable to SCE, in SCE's sole discretion.

"Day-Ahead" has the meaning set forth in the Tariff.

"Delivery Point" has the meaning set forth in Article 1 of this Confirmation.

"Delivery Period" has the meaning set forth in Article 1 of this Confirmation.

"EEI Agreement" has the meaning set forth in the preamble of this Confirmation.

"ERR" has the meaning set forth in Section 6.1(a) of this Confirmation.

"Firm Delivery Obligation" has the meaning set forth in Article 1 of this Confirmation.

"Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as:

- (1) Any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants;
- (2) Any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere;¹
- (3) The reporting rights to these avoided emissions, such as Green Tag Reporting Rights.

Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of energy.

Green Attributes do not include:

- (i) Any energy, capacity, reliability or other power attributes from the Project,
- (ii) Production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation,
- (iii) Fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or
- (iv) Emission reduction credits encumbered or used by the Project for compliance with local,

¹ Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

state, or federal operating and/or air quality permits.

If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero (0) net emissions associated with the production of electricity from the Project.

“Index” means, for each Scheduling Period, the CAISO Integrated Forward Market Day-Ahead price for the CAISO Aggregated Pricing Node for each applicable hour as published by the CAISO on the CAISO website; or any successor thereto, unless a substitute publication and/or index is mutually agreed to by the Parties.

“Integrated Forward Market” has the meaning set forth in the Tariff.

“Make-Up Amount” has the meaning set forth in Section 3.3 of this Confirmation.

“Master Agreement” has the meaning set forth in the preamble of this Confirmation.

“Monthly Cash Settlement Amount” has the meaning set forth in Article 4 of this Confirmation.

“Product” has the meaning set forth in Article 1 of this Confirmation.

“Project” has the meaning set forth in Article 1 of this Confirmation.

“Purchaser’s Scheduling Obligations” has the meaning set forth in Article 1 of this Confirmation.

“REC Price” has the meaning set forth in Article 1 of this Confirmation.

“Renewable Energy Credit” or “REC” has the meaning set forth in CPUC Decision 08-08-028, as such definition may be modified by the CPUC or applicable law from time to time.

“RPS” means the California Renewables Portfolio Standard Program as codified at California Public Utilities Code Section 399.11 *et seq.*, and any decisions by the CPUC related thereto.

“Scheduling Obligations” means Purchaser’s Scheduling Obligations and Seller’s Scheduling Obligations.

“Seller” has the meaning set forth in the preamble of this Confirmation.

“Seller’s Scheduling Obligations” has the meaning set forth in Article 1 of this Confirmation.

“Tariff” means the California Independent System Operator Corporation Tariff, Business Practice Manuals (BPMs), Operating Agreements, and Operating Procedures, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time to time and approved by FERC, if applicable.

“Term” has the meaning set forth in Article 1 of this Confirmation.

“Transaction” has the meaning set forth in the preamble of this Confirmation.

“Under-delivered Product” has the meaning set forth in Section 3.3 of this Confirmation.

“Vintage” means the calendar year the WREGIS Certificate is associated with through the generation of electric energy.

“WREGIS” means the Western Renewable Energy Generation Information System or other process recognized under applicable laws for the registration, transfer or ownership of Green Attributes.

“WREGIS Certificate” means “Certificate” as defined by WREGIS in the WREGIS Operating Rules.

“WREGIS Operating Rules” means the operating rules and requirements adopted by WREGIS.

ARTICLE 3
CONVEYANCE OF RENEWABLE ENERGY

3.1 Seller's Conveyance of Electric Energy

Beginning on the first day of the Delivery Period and throughout all applicable months of the Delivery Period, Seller shall deliver and sell, and Buyer shall purchase and receive, the electric energy associated with the Product, subject to the terms and conditions of this Confirmation. Buyer will not be obligated to purchase from Seller any Product that is not or cannot be delivered as a result of Force Majeure.

3.2 Seller's Conveyance Of Green Attributes

(a) Green Attributes

Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project to Buyer as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Project.

The Green Attributes are delivered and conveyed upon completion of all actions described in Section 3.2(b) below.

(b) Green Attributes Initially Credited to Seller's WREGIS Account

- (1) During the Delivery Period, Seller, at its own cost and expense, shall maintain its registration with WREGIS. All Green Attributes transferred by Seller hereunder shall be designated California RPS-compliant with WREGIS. Seller shall, at its sole expense, use WREGIS as required pursuant to the WREGIS Operating Rules to effectuate the transfer of Green Attributes to Buyer in accordance with WREGIS reporting protocols and WREGIS Operating Rules.
- (2) For each applicable month of the Delivery Period, Seller shall deliver and convey the Green Attributes associated with the electric energy delivered pursuant to Section 3.1 above within thirty (30) days after the WREGIS Certificates for the Green Attributes are created. Seller shall deliver and convey such Green Attributes by properly transferring such WREGIS Certificates, in accordance with the rules and regulations of WREGIS, equivalent to the quantity of Green Attributes, to Buyer into Buyer's WREGIS account such that all right, title and interest in and to the WREGIS Certificates shall transfer from Seller to Buyer; provided further, that if Seller fails to properly transfer such WREGIS Certificates to Buyer in accordance with the above due to an error or omission of an administrative or clerical nature and if such failure can be cured with no harm to Buyer, then Seller may cure such failure within thirty (30) days after notice of such failure.
- (3) In addition to its other obligations under this Section 3.2, Seller shall convey to Buyer WREGIS Certificates from the Project that are of the same Vintage as the California RPS-Eligible Electric Energy that was provided under Section 3.1 of this Confirmation.

3.3 Delayed Delivery of Product

In the event Seller is unable to deliver any portion of the Contract Quantity, during any particular portion of the Delivery Period for any reason (such amount of Product being referred to herein as "Under-delivered Product"), Seller shall be permitted to increase the amount of Product it provides during any remaining portion of the Delivery Period (the "Make-Up Amount") by increasing the Contract Capacity scheduled during the remaining portion of the Delivery Period (the "Adjusted Contract Capacity"). The aggregate amount of Product provided during the Delivery Period as part of any Make-Up Amount shall (a) be equivalent to the amount of Under-delivered Product, such that Seller will provide Product to Buyer in an aggregate amount equal to the Contract Quantity over the entire Delivery Period in accordance with this Confirmation, (b) be Product from the Project, and (c) be provided during the Delivery Period. In the event that there is any Under-delivered Product at any point in time during the Delivery Period, (i) such fact shall not constitute an Event of Default, and (ii) Section 4.1 of the Master Agreement shall not apply with respect to such fact until the Delivery Period has concluded, provided that, if at the end of the Delivery Period, the amount of Product, including any Product in the form of a Make-Up Amount, provided by Seller to Buyer is less than the Contract Quantity, then Section 4.1 of the Master Agreement will apply to the Under-delivered Product associated with such shortfall.

**ARTICLE 4
COMPENSATION**

4.1 Monthly Cash Settlement Amount

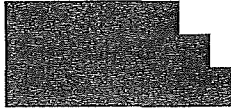
Buyer shall pay Seller the Monthly Cash Settlement Amount, in arrears, for each Calculation Period in the amount equal to the sum, over all hours of the Calculation Period, of the product, for each such hour, of (i) the Contract Price, multiplied by (ii) the quantity of CAISO Energy delivered to the Delivery Point and associated Green Attributes (whether or not such Green Attributes have been transferred in WREGIS as described below) during that hour. Such Monthly Cash Settlement Amount constitutes payment for the Product, including the Green Attributes, for such applicable Calculation Period. Buyer shall be obligated to make such payments with respect to each applicable Calculation Period notwithstanding the fact that the Green Attributes associated with a particular Calculation Period may be delivered or credited to Buyer's WREGIS account subsequent to the conclusion of the applicable Calculation Period in accordance with Section 3.2(b) of this Confirmation, provided that if Seller fails to comply with the provisions of Section 3.2(b), Buyer shall be entitled to exercise all rights and remedies available to Buyer under this Agreement for Seller's failure to deliver the Product.

4.2 Payment

Notwithstanding any provision to the contrary in Section 6.2 of the Master Agreement, payments of each Monthly Cash Settlement Amount by Buyer to Seller under this Confirmation shall be due and payable on or before the later of the twentieth (20th) day of the month in which the Buyer receives from Seller an invoice for the Calculation Period to which the Monthly Cash Settlement Amount pertains, or within ten (10) Business Days, or, if such day is not a Business Day, then on the next Business Day, following receipt of an invoice issued by Seller for the applicable Calculation Period.

Payment to Seller shall be made by ACH, or in another form reasonably requested, pursuant to the following:





4.3 Invoicing

Invoices to Buyer will be sent by hard copy and PDF format to:

City and County of San Francisco, acting by and through its Public Utilities Commission,
CleanPowerSF
Attn: Angie Lee
Phone: (415) 554-2451
Email: Alee@sfwater.org
Facsimile: (415) 554-2180

For purposes of this Confirmation, Buyer shall be deemed to have received an invoice upon the receipt of either the hard copy or PDF format of the invoice, whichever comes first.

**ARTICLE 5
REPRESENTATIONS, WARRANTIES AND COVENANTS**

5.1 Seller's Representation, Warranties, and Covenants Related to Green Attributes

- (a) Seller, and, if applicable, its successors, represents and warrants that throughout the Term of this Agreement that:
 - (i) The Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and
 - (ii) The Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard.

To the extent a change in law occurs after execution of this Confirmation that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

"Commercially reasonable efforts" shall not require Seller to incur out-of-pocket expenses in excess of \$25,000 in the aggregate in any one calendar year.

- (b) Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in WREGIS will be taken prior to the first delivery of Product under this Agreement.
- (c) In addition to the foregoing, Seller warrants, represents and covenants, as of the Confirmation Effective Date and throughout the Term, that:
 - (i) Seller has the right to sell all right, title, and interest in the Product agreed to be delivered hereunder;
 - (ii) Seller has not sold the Product to be delivered under this Confirmation to any other person or entity;

- (iii) at the time of delivery, all rights, title, and interest in the Product to be delivered under this Confirmation are free and clear of all liens, taxes, claims, security interests, or other encumbrances of any kind whatsoever;
- (iv) the electric energy generated with the Green Attributes delivered under this Confirmation was not and will not be separately sold, marketed, reported, or otherwise represented as renewable energy, renewable electricity, clean energy, zero-emission energy, or in any similar manner; and
- (v) the Project and all electrical output from the Project is registered with WREGIS as California RPS-Eligible Electric Energy.

**ARTICLE 6
GOVERNING LAW**

6.1 Applicability to Transactions under this Confirmation

Notwithstanding Section 10.6 of the Master Agreement, for the purposes of the Transaction memorialized in this Confirmation, the provision set forth below will apply. This provision does not change the Governing Law applicable to any other Transaction entered into between the Parties under the Master Agreement.

6.2 Governing Law

THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

**ARTICLE 7
CREDIT AND COLLATERAL**

7.1 General Provisions

To the extent that there are conflicting credit terms between the Master Agreement and this Confirmation, the credit and collateral terms set forth in this Confirmation shall prevail. All implied rights relating to financial assurances arising from Section 2-609 of the Uniform Commercial Code or case law applying similar doctrines, are hereby waived.

7.2 Collateral Requirements

Buyer shall meet its Fixed Independent Amount requirement of [REDACTED] within five (5) Business Days following the Condition Precedent Satisfaction Date, with Buyer's Collateral Threshold or by posting Cash or Letter of Credit. This Fixed Independent Amount constitutes the sole Collateral Requirement for Buyer under this Confirmation, and shall be maintained throughout the Delivery Period until all Buyer's obligations have been satisfied under this Confirmation.

For avoidance of doubt, Collateral Requirement for Seller is zero under this Confirmation.



**ARTICLE 8
CONFIDENTIALITY**

Notwithstanding Section 10.11 (Confidentiality) of the Master Agreement and Cover Sheet, the Parties agree that a Party may also disclose the terms of this Transaction to WREGIS.

**ARTICLE 9
TERMINATION**

9.1 Termination Payment

If this Confirmation is terminated for any Event of Default, such termination shall be treated in accordance with Sections 5.2 and 5.3 of the Master Agreement and the corresponding Termination Payment may be netted against other Transactions between the Parties under the Master Agreement.

[Signatures are on the following page]



ACKNOWLEDGED AND AGREED TO AS OF THE CONFIRMATION EFFECTIVE DATE:

CITY AND COUNTY OF SAN FRANCISCO, ACTING BY AND THROUGH ITS PUBLIC UTILITIES COMMISSION, CLEANPOWERSF.

SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation.

By: _____

By: _____

Harlan L. Kelly, Jr.
General Manager

Colin E. Cushnie
Vice President, Energy Procurement & Management

Date: _____

Date: _____

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO.: 18-0210

WHEREAS, The San Francisco Board of Supervisors established a Community Choice Aggregation (CCA) program in 2004 (Ordinance 86-04) and has implemented the program, called CleanPowerSF, through the work of the SFPUC in consultation with the San Francisco Local Agency Formation Commission (Ordinances 146-07, 147-07, and 232-09); and

WHEREAS, The San Francisco Board of Supervisors approved the use of industry pro forma agreements to purchase electricity, including the Edison Electric Institute pro forma agreement (Board of Supervisors Ord. No. 75-15); and

WHEREAS, In Resolution 18-0028, the Commission found that the conditions established in Resolution 17-0226 and those adopted by the Board of Supervisors in Ordinance 008-18 for expansion of the CleanPowerSF program and the procurement of energy supply had been satisfied, and it authorized the General Manager to continue to take all steps necessary to expand CleanPowerSF service until 100% of eligible San Francisco customers are enrolled; and

WHEREAS, On August 20, 2018, CleanPowerSF issued an RFO for Renewable Energy and Carbon-Free Energy delivered in 2019 – 2020 and was not able to obtain sufficient, reasonably priced renewable supplies from the pool of respondents; and

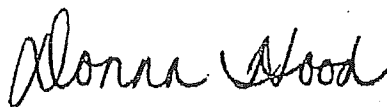
WHEREAS, CleanPowerSF responded to SCE's September 27, 2018, 2018 Bundled RPS Energy Sales Request for Offers to sell renewable energy from SCE's portfolio for deliveries beginning in 2019 through the end of 2020. CleanPowerSF was shortlisted for purchases with total contract costs of approximately \$27,500,000 and a term of two years; and

WHEREAS, CleanPowerSF has negotiated two contracts with SCE, one for 2019 in the amount of \$24,000,000 and one for 2020 in the amount of \$3,500,000; and

WHEREAS, This approval does not constitute a "project" under the California Environmental Quality Act (CEQA) Guidelines Section 15378 because there would be no physical change in the environment; now, therefore, be it

RESOLVED, That the Commission approves the 2019 and 2020 renewable energy contracts with SCE, authorizes the General Manager to execute the contracts for the CleanPowerSF program, and authorizes the General Manager to seek retroactive approval by the Board of Supervisors for the 2019 contract.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of December 11, 2018.



Secretary, Public Utilities Commission



San Francisco
Water Power Sewer
 Services of the San Francisco Public Utilities Commission

525 Golden Gate Avenue, 13th Floor
 San Francisco, CA 94102
 T 415.554.3155
 F 415.554.3161
 TTY 415.554.341

RECEIVED
 BOARD OF SUPERVISORS
 SAN FRANCISCO

2018 DEC 17 PM 12:02

TO: Angela Calvillo, Clerk of the Board

FROM: Christopher Whitmore, Policy and Government Affairs

DATE: December 17, 2018

SUBJECT: Resolution approving a contract with Southern California Edison Company for supplies of renewable energy for CleanPowerSF in an amount not to exceed \$24,000,000 for a contract term of one year, from January 2019 through December 2019.

Attached please find a resolution approving a contract with Southern California Edison Company for supplies of renewable energy for CleanPowerSF in an amount not to exceed \$24,000,000 for a contract term of one year, from January 2019 through December 2019.

The following is a list of accompanying documents (2 sets):

1. Board of Supervisors Resolution
2. SFPUC Resolution 18-0186

Please contact Christopher Whitmore at 415-934-3906 if you need any additional information on these items.

London N. Breed
 Mayor

Vince Courtney
 President

Ann Moller Caen
 Vice President

Francesca Vietor
 Commissioner

Anson Moran
 Commissioner

Ike Kwon
 Commissioner

Harlan L. Kelly, Jr.
 General Manager

OUR MISSION: To provide our customers with high-quality, efficient and reliable water, power and sewer services in a manner that values environmental and community interests and sustains the resources entrusted to our care.



**FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL**
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors
Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Southern California Edison Company	
<p><i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i></p> Kevin Payne-CEO William Petmecky – CFO Ron Nichols – President	
SCE does not have a board of directors. It's parent company, EIX does. They can be found at: https://www.edison.com/home/investors/corporate-governance/meet-our-board-of-directors.html	
No single person has 20% or more ownership No subcontractors will be used SCE does not sponsor or control any political committee	
Contractor address: 2244 Walnut Grove Avenue, Rosemead, CA 91770	
Date that contract was approved:	Amount of contract: Not to exceed \$24,000,000
Describe the nature of the contract that was approved:	
SCE will sell energy and associated renewable energy credits to CleanPowerSF	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves San Francisco Board of Supervisors
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Relocation Appeals Board, and Local Workforce Investment Board) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

