



1 [Public Utilities Commission - Issuance Wastewater Revenue Bonds - Not to Exceed  
2 \$621,000,000]

3 **Resolution approving the issuance of wastewater revenue bonds to be issued by the**  
4 **Public Utilities Commission of the City and County of San Francisco in an aggregate**  
5 **principal amount not to exceed \$621,000,000 to finance and refinance capital projects**  
6 **benefitting the Wastewater Enterprise pursuant to amendments to the Charter of the**  
7 **City and County of San Francisco enacted by voters on November 5, 2002, as**  
8 **Proposition E; affirming covenants contained in the indenture pursuant to which the**  
9 **wastewater revenue bonds are issued; authorizing the taking of appropriate actions in**  
10 **connection therewith; and related matters.**

11  
12 WHEREAS, At a duly called and held election on November 5, 2002, a majority of voters  
13 voting on the measure approved Proposition E ("Proposition E of 2002") to authorize the San  
14 Francisco Public Utilities Commission (the "Commission") of the City to issue its revenue bonds,  
15 including notes, commercial paper or other forms of indebtedness, when authorized by  
16 ordinance approved by a two-thirds vote of the Board of Supervisors of the City (the "Board"),  
17 for the purpose of reconstructing, replacing, expanding, repairing or improving water and clean  
18 water facilities under the jurisdiction of the Commission and subject to the provision of certain  
19 certifications of an independent engineer retained by the Commission and certain certifications  
20 by the San Francisco Planning Department, which certifications make the findings and  
21 determinations set forth in Section 8B.124 of the Charter; and

22 WHEREAS, On June 12, 2012, the Board passed by a two-thirds vote Ordinance No.  
23 115-12 ("Ordinance No. 115-12") approving the issuance and sale of wastewater revenue  
24 bonds by the Commission pursuant to Proposition E of 2002, in an aggregate principal amount  
25

1 not to exceed \$522,810,000, to finance capital projects benefiting the Wastewater Enterprise,  
2 which ordinance became effective on July 12, 2012; and

3 WHEREAS, On June 25, 2013, the Board passed by two-thirds vote Ordinance No.  
4 123-13, which revised the fiscal year 2013-14 capital improvement project of the Commission  
5 and reduced appropriations under Ordinance No. 115-12 by \$27,870,059; and

6 WHEREAS, After the issuance of certain amounts of Public Utilities Commission of the  
7 City and County of San Francisco Wastewater Revenue Bonds, 2013 Series B, an aggregate  
8 principal amount not to exceed \$388,027,346 remains authorized and unissued under  
9 Ordinance No. 115-12; and

10 WHEREAS, On July 2, 2014, the Board passed by a two-thirds vote Ordinance No.  
11 107-14 ("Ordinance No. 107-14"), approving the issuance and sale of wastewater revenue  
12 bonds by the Commission pursuant to Proposition E of 2002, in an aggregate principal amount  
13 not to exceed \$819,035,941, to finance capital projects benefiting the Wastewater Enterprise,  
14 which ordinance became effective on August 1, 2014; and

15 WHEREAS, On June 9, 2015, the Board passed by a two-thirds vote Ordinance No.  
16 089-15 ("Ordinance No. 089-15"), which amended and supplemented Ordinance No. 107-14 to  
17 provide authority for the Commission to execute and deliver one or more State of California  
18 Water Resources Control Board Installment Sale Agreements in connection with State  
19 Revolving Loans, to finance capital projects benefiting the Wastewater Enterprise, which  
20 ordinance became effective on July 9, 2015; and

21 WHEREAS, Pursuant to Ordinance No. 107-14, as amended and supplemented, the  
22 Commission entered into an Installment Sale Agreement executed on January 12, 2016 (the  
23 "2016 SRF Loan"), with the California State Water Resources Control Board in the aggregate  
24 principal amount of up to \$7,435,000; and

1           WHEREAS, An aggregate principal amount not to exceed \$818,600,941, plus any  
2 amount not drawn under the 2016 SRF Loan, remains authorized but unissued under  
3 Ordinance No. 107-14, as amended and supplemented; and

4           WHEREAS, Proposition E of 2002, Charter, Section 8B.124 (Section 8B.124) allows for  
5 the issuance of revenue bonds and other forms of indebtedness, subject to the provision of  
6 certain certifications of an independent engineer retained by the Commission and certain  
7 certifications by the San Francisco Planning Department, which certifications make the findings  
8 and determinations set forth in Section 8B.124; and

9           WHEREAS, Certificates intended to meet the requirements set forth in Section 8B.124  
10 have been presented for review by this Board (the "Certificates"), the Certificates are on file with  
11 the Clerk of the Board in File No. 120469 and 140483, and this Board finds such Certificates fully  
12 compliant with Section 8B.124; and

13           WHEREAS, The Commission, pursuant to the terms of Resolution No. 16-0057 adopted  
14 by the Commission on March 22, 2016 (the "Commission Resolution"), has authorized: (A) the  
15 issuance of Public Utilities Commission of the City and County of San Francisco Wastewater  
16 Revenue Bonds in one or more series in an aggregate principal amount not to exceed  
17 \$621,000,000 for the purpose of financing or refinancing (through the retirement of commercial  
18 paper notes) various capital projects benefiting the Wastewater Enterprise (including  
19 reimbursing the Commission for certain capital costs previously paid with the proceeds of  
20 wastewater commercial paper notes or from other moneys), funding reserve accounts, if any,  
21 funding capitalized interest, and paying costs of issuance and other incidental costs therefor,  
22 with the title and series designations to be determined by the General Manager of the  
23 Commission (the "Bonds"); (B) the form of one or more Supplemental Indentures (the  
24 "Supplemental Indentures"), by and between the Commission and U.S. Bank National  
25 Association, as trustee (the "Trustee"), which supplements the Indenture dated as of January 1,

1 2003, as amended and supplemented (collectively with the Supplemental Indentures, the  
2 "Indenture") by and between the Commission and the Trustee; and other related actions and  
3 matters necessary to provide for the issuance of the Bonds; and

4 WHEREAS, The Commission Resolution, among other things, establishes a maximum  
5 rate of interest for the Bonds of twelve percent (12%) per annum; now, therefore, be it

6 RESOLVED, By the Board of Supervisors of the City and County of San Francisco, as  
7 follows:

8 Section 1. Recitals. All of the recitals herein are true and correct.

9 Section 2. Approval and Authorization of Bonds. The Board hereby authorizes and  
10 approves the issuance by the Commission of the Bonds, in an aggregate principal amount not  
11 to exceed \$621,000,000 in one or more series and on one or more dates, pursuant to  
12 Proposition E of 2002, Ordinance No. 115-12 and Ordinance No. 107-14, as amended and  
13 supplemented, at a maximum rate or rates of interest not to exceed twelve percent (12%) per  
14 annum. The Bonds may be issued as tax-exempt bonds or taxable bonds, or any combination  
15 thereof; and such Bonds may be sold on a competitive or negotiated basis as the Commission  
16 acting through its General Manager shall determine is in its best financial interest. The  
17 Commission is authorized to designate all or a portion of each series of Bonds as "green  
18 bonds."

19 The form of the Bonds, in substantially the form presented to the Board, as set forth in  
20 the exhibit to the Supplemental Indentures, is hereby approved. The General Manager of the  
21 Commission or the designee of either, and the Controller of the City or any deputy thereof, are  
22 hereby authorized and directed to approve and to execute the Bonds by manual or facsimile  
23 signature, with such changes, additions, amendments or modifications therein which he or she  
24 may approve with the advice of the City Attorney, such approval to be conclusively evidenced  
25 by the execution and delivery of the Bonds.

1           Section 3. Affirmation of Existing Bond Covenants. The Board hereby confirms Section  
2 5.01(c) of the Indenture which sets forth the disposition of Revenues (as defined in the  
3 Indenture) applicable to the Bonds and covenants with the holders of the Bonds that the  
4 Revenues shall be appropriated and expended as set forth in Section 5.01(c) of the Indenture.  
5 The Board also hereby declares that the City will comply with all of the terms, provisions and  
6 covenants contained in the Indenture, as the same may be amended from time to time,  
7 including the covenants to establish, fix, prescribe and collect rates, fees and charges sufficient  
8 to enable the Commission to comply with the terms, conditions and covenants of the Indenture.

9           Section 4. Approval of Financing Documents. In accordance with the authorization  
10 contained in Ordinance No. 115-12 and Ordinance No. 107-14, as amended and  
11 supplemented, the forms of Supplemental Indenture for the Bonds, Official Notice of Sale,  
12 Notice of Intention to Sell, Bond Purchase Agreement, Official Statement for the Bonds and the  
13 Continuing Disclosure Certificate relating to the Bonds, submitted to this Board and on file with  
14 the Clerk of the Board, are hereby approved. Any of the Controller, the Treasurer, the City  
15 Attorney and the officers of the Commission authorized by resolution of the Commission, and  
16 their designees, are hereby authorized to execute, attest, publish and deliver (as appropriate)  
17 each such document, with such changes thereto as the officer executing or publishing the same  
18 shall approve with the advice of the City Attorney, such approval to be conclusively evidenced  
19 by the execution and delivery, or the publication, as applicable, of such document.

20           Section 5. Proposition P. Pursuant to Proposition P, approved by the voters of the City  
21 in November 2002, this resolution and the Bonds are subject to, and incorporate by reference,  
22 the provisions of Section 5A.30 et seq. ("Public Utilities Revenue Bond Oversight Committee")  
23 of Chapter V of the San Francisco Administrative Code (the "Proposition P Requirements").  
24 Pursuant to the Proposition P Requirements, to the extent permitted by law, one-twentieth of  
25 one percent (0.05%) of the gross proceeds of the Bonds shall be deposited in a fund

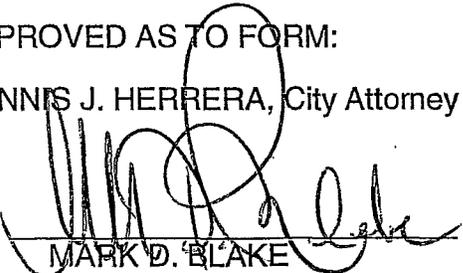
1 established by the Controller's Office and appropriated by the Board at the direction of the  
2 Public Utilities Revenue Bond Oversight Committee established by Proposition P Requirements  
3 to cover the costs of said committee.

4 Section 6. General Authority. Subject to the terms and conditions of this Resolution, the  
5 Controller of the City, the Treasurer of the City, the City Attorney, and all other appropriate  
6 officers, employees, representatives and agents of the City, the Commission, and all other  
7 appropriate officers, employees, representatives and agents of the Commission are hereby  
8 authorized and directed to do everything necessary or desirable to provide for the issuance and  
9 sale of and security for the Bonds, including, but not limited to, approval of one or more  
10 Preliminary Official Statements and one or more final Official Statements for the Bonds, and  
11 executing and delivering such other certificates and other documents as they may deem  
12 necessary or advisable, including without limitation any custody agreements or filing agent  
13 agreements required by the Trustee.

14 APPROVED AS TO FORM:

15 DENNIS J. HERRERA, City Attorney

16  
17  
18 By:

  
19 MARK D. BLAKE  
20 Deputy City Attorney  
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23  
24  
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<b>Item 10</b> <b>File 16-0317</b>	<b>Department:</b> San Francisco Public Utilities Commission (SFPUC)
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**EXECUTIVE SUMMARY****Legislative Objectives**

- The proposed resolution authorizes the San Francisco Public Utilities Commission (SFPUC) to sell wastewater revenue bonds in an amount not-to-exceed \$621,000,000 to finance and refinance capital projects benefiting the SFPUC's Wastewater Enterprise, and approve legal and financing documents to implement the sale.

**Key Points**

- The SFPUC Wastewater Enterprise provides sanitary waste and stormwater collection, treatment and disposal services to residents in the City as well as residents of north San Mateo County. The FY 2015-16 through FY 2024-25 Financial Plan was approved by the Public Utilities Commission on February 10, 2015, and included issuing bonds for the Sewer System Improvement Program (SSIP) and other capital programs totaling \$5,713,380,000 for the ten-year period.

**Fiscal Impact**

- The uses of the \$621,000,000 in bond proceeds consist of \$577,986,712 in funding for Wastewater projects, and an additional \$43,013,000 for other bond costs.
- The SFPUC Wastewater Enterprise has previously sold \$764,550,000 in revenue bonds. SFPUC will pay \$59,758,227 to service this debt in FY 2015-16. The proposed issuance of \$621,000,000 will increase SFPUC's total debt to \$1,290,735,000, and increase annual debt service payments to \$80,017,981 when repayment begins in FY 2018-19.
- The expected interest rate of the bonds is approximately 4.0 percent. Proceeds from the sale will be repaid over thirty years from the revenues of the Wastewater Enterprise, which are derived from rates paid by SFPUC's wastewater customers.
- In order to meet the increased costs from the proposed bond issuance, the SFPUC plans to increase its wastewater rates, resulting in increases to average customer bills by approximately \$8 per month in FY 2017-18. These increased rates were included as part of the SFPUC's 10-year financial plan.

**Recommendation**

- Approve the proposed resolution.

**MANDATE STATEMENT**

According to City Charter Section 8B.124, the San Francisco Public Utilities Commission is authorized to sell revenue bonds, including notes, commercial paper or other forms of indebtedness without voter approval for the purpose of reconstructing, replacing, expanding, repairing or improving water facilities or wastewater facilities or combinations of water and wastewater facilities under the jurisdiction of the Public Utilities Commission when authorized by ordinance approved by a two-thirds vote of the Board of Supervisors.

Charter Section 5A.31(d) states that 1/20th of one percent from the proceeds of each issuance or sale of public utility revenue bonds must be set aside for use by the Public Utilities Commission Revenue Bond Oversight Committee to cover the costs of Committee activities.

Charter Appendix F1.113 states that 0.2 percent of the bond expenditures net of bond financing and auditing costs be allocated to support the Controller's Audit Fund.

**BACKGROUND**

The San Francisco Public Utilities Commission (SFPUC) Wastewater Enterprise provides sanitary waste and stormwater collection, treatment and disposal services to residents in the City as well as residents of north San Mateo County. The service area encompasses 29,773 acres and provides a level of service that can accommodate approximately 990,449 people using approximately 40 billion gallons of water per year.

The SFPUC annually updates its ten-year capital improvement plan and its ten-year financial plan, which determine the agency's priority programs, and projects revenues to fund these programs. The FY 2015-16 through FY 2024-25 Financial Plan was approved by the Public Utilities Commission on February 10, 2015, and included issuing bonds for the Sewer System Improvement Program (SSIP) and other capital programs totaling \$5,713,380,000 for the ten-year period.

Master planning for SSIP began in 2004 with the goal of bringing the City's sewer system to a state of good repair and ensuring continued regulatory compliance and system reliability. The SSIP consists of approximately 20 capital improvement projects to be completed over the next 20 years. Funding for capital projects in the Wastewater Enterprise is provided primarily through wastewater revenue bonds sold by the SFPUC, low-cost State Loans, and commercial paper, a short-term debt instrument sold by the SFPUC.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution authorizes the SFPUC to sell wastewater revenue bonds in an amount not-to-exceed \$621,000,000 to finance and refinance capital projects benefiting the SFPUC's Wastewater Enterprise. Approval of the proposed ordinance would:

- (1) authorize the sale of \$621,000,000 in tax-exempt or taxable, or a combination of tax-exempt and taxable, wastewater revenue bonds at a maximum interest rate of 12 percent;
- (2) affirm existing wastewater revenue bond covenants confirming that bond proceeds will be appropriated and spent on the intended capital projects; and that the SFPUC will set wastewater charges at an amount sufficient to pay the outstanding wastewater revenue bond debt;
- (3) approve the financing documents, including the Supplemental Indenture for the Bonds, Official Notice of Sale, Notice of Intention, Bond Purchase Agreement, Official Statement for the Bonds, and the Continuing Disclosure Certificate relating to the Bonds;
- (4) approve the allocation of bond proceeds to the SFPUC's Revenue Bond Oversight Committee and the Controller's Office as required by Proposition P, approved by the voters in November 2002; and
- (5) authorize the Controller, Treasurer, City Attorney, and other City officials to do what is necessary for the sale of the bonds.

According to Mr. Mike Brown, SFPUC Capital Finance Analyst, the expected interest rate of the bonds is approximately 4.0 percent. Proceeds from the sale will be repaid over thirty years from the revenues of the Wastewater Enterprise, which are derived from rates paid by SFPUC's wastewater customers. The bonds will be sold in May 2016 through a competitive sale, which awards the sale at a designated date to the investment bank offering the lowest interest cost. The projects that will be funded by the proposed bonds include:

- Collection System Improvements
- Central Bayside System Improvements
- SSIP Biosolids/Digester Project
- Stormwater Management
- Northshore to Channel Force Main
- SSIP Program-wide Management
- Treatment Plant Improvements – Southeast
- Treatment Plant Improvements
- Urban Watershed Assessment Project
- Biofuel Alternative Energy Project
- Interim Capital Improvement Program
- Collection Division Consolidation
- Southeast Community Center
- Renewal and Replacement Collection System

#### **FISCAL IMPACT**

The uses of the \$621,000,000 in bond proceeds consist of \$577,986,712 in funding for Wastewater projects, and an additional \$43,013,000 for other bond costs, as shown in Table 1 below. The Board of Supervisors previously appropriated the use of bond proceeds for SSIP projects through Ordinances 108-12 and 105-14.

**Table 1: Use of Bond Proceeds**

<b>Use of Bond Proceeds</b>	<b>Amount</b>
<b><u>Wastewater Projects</u></b>	
Treatment Plant Improvements – Southeast	104,920,000
SSIP Program-wide Management	94,000,000
SSIP Biosolids/Digester Project	65,600,000
Collection System Improvements	62,076,000
Stormwater Management	61,770,000
Treatment Plant Improvements	55,200,000
RNR Collection System	37,460,917
Collection Division Consolidation	29,000,000
Southeast Community Center	25,500,000
Northshore to Channel Force Main	20,270,000
Central Bayside System Improvements	19,800,000
Urban Watershed Assessment Project	11,900,000
Biofuel Alternative Energy Project	5,000,000
Interim Capital Improvement Program	1,747,000
Offset from Prior Bond Proceeds	(16,257,205)
<b><i>Subtotal Wastewater Projects</i></b>	<b><i>\$577,986,712</i></b>
<b><u>Other Bond Costs</u></b>	
Capitalized Interest Fund	\$40,085,000
Cost of Issuance*	1,000,000
Underwriters Discount	1,928,000
<b><i>Subtotal Other Bond Costs</i></b>	<b><i>\$43,013,000</i></b>
<b>Total Use of Bond Proceeds</b>	<b>620,999,712</b>

\*Includes: City Services Auditor fund, Revenue Bond Oversight Committee Fund, Legal Fees, and other costs.

#### **Balance of Bonds Authorized by Board of Supervisors**

To date, the Board of Supervisors has authorized the SFPUC to issue \$1,922,002,176 in bonds to fund Wastewater Enterprise capital projects, primarily related to the SSIP. Of this authorized amount, the SFPUC has sold \$571,150,000 in bonds, leaving a remaining authorized amount of \$1,350,852,176 to be sold by the SFPUC. Sale of the \$621,000,000 would reduce the Water Enterprise revenue bond authority from \$1,350,852,176 to \$729,852,176. Table 2 below shows the history of the Board of Supervisors authorizations and the remaining estimated balance after the proposed issuance of \$621,000,000 in bonds.

**Table 2: Remaining Amount of Bonds Authorized for Issuance**

<b>Date of Authorization</b>	<b>Ordinance Authorizing SFPUC to Sell Wastewater Revenue Bonds</b>	<b>Amount Authorized</b>	<b>Amount Sold</b>	<b>Authorized and Unsold Balance</b>
3/17/2010	68-10	\$282,400,000	(\$239,565,000)	\$42,835,000
4/27/2010	93-10	297,756,235	(254,673,405)	\$43,082,830
6/18/2012	115-12	522,810,000	(76,911,595)	\$445,898,405
7/2/2014	107-14	819,035,941	0	\$819,035,941
<b>Total</b>		<b>\$1,922,002,176</b>	<b>(\$571,150,000)</b>	<b>\$1,350,852,176</b>
2016 Bond Issuance (File 16-0322)		0	(621,000,000)	(\$621,000,000)
<b>Total</b>		<b>\$1,922,002,176</b>	<b>(\$1,192,150,000)</b>	<b>\$729,852,176</b>

Source: SFPUC

Refunding of Commercial Paper

SFPUC previously sold \$135,000,000 in commercial paper to provide interim financing for a portion of the capital projects noted in Table 2 above.<sup>1</sup> \$135,000,000 from the bond sale will be allocated to repay the commercial paper.

Impact on SFPUC Debt Service

The SFPUC Wastewater Enterprise has previously sold \$764,550,000 in revenue bonds, which includes \$571,000,000 in Proposition E revenue bonds shown in Table 2 above, and currently has \$669,735,000 in outstanding debt. SFPUC will pay \$59,758,227 to service this debt in FY 2015-16. The proposed issuance of \$621,000,000 will increase SFPUC's total debt to \$1,290,735,000, and increase annual debt service payments to \$80,017,981 when repayment begins in FY 2018-19. Annual debt service payments are included in SFPUC's 10-year financial plan. The SFPUC expects to pay \$1,007,009,244 in total debt service costs through FY 2046-47 for the proposed \$621,000,000 bond issuance.

The SFPUC periodically approves debt policies and procedures that govern the SFPUC debt program. It also issues its Revenue Bonds which include a binding agreement requiring the SFPUC to maintain a minimum debt service coverage ratio of 1.25 times, representing net operating income divided by debt service. The SFPUC anticipates that debt service coverage ratios in the Wastewater Enterprise will range from 4.53 in FY 2014-15 to 1.43 in FY 2023-24, exceeding the minimum ratio established by SFPUC's debt service ratio of 1.25.

<sup>1</sup> Commercial paper is a short-term low-interest financing vehicle which allows the SFPUC to obtain financing prior to the sale of revenue bonds. Commercial paper is interest-only debt, and has a maximum term of nine months. The Board of Supervisors authorized SFPUC in April 2012 to issue up to \$300 million in commercial paper to finance the Wastewater Enterprise's capital projects (File 12-0354).

Impact on SFPUC Wastewater Rates

In order to meet the increased costs from the proposed bond issuance, the SFPUC plans to increase its wastewater rates, resulting in increases to average customer bills by approximately \$8 per month in FY 2017-18.<sup>2</sup> These increased rates were included as part of the SFPUC’s 10-year financial plan. Table 3 below shows the estimated change in SFPUC wastewater rates for the next 9 years from FY 2016-17 to FY 2024-25.

**Table 3: Average Estimated Monthly Wastewater Bill through FY 2024-25**

Fiscal Year	Average Monthly Wastewater Bill	Annual Increase	Percent Increase
FY 2015-16	\$46		
FY 2016-17	50	\$4	9%
FY 2017-18	57	7	14%
FY 2018-19	65	8	14%
FY 2019-20	74	9	14%
FY 2020-21	84	10	14%
FY 2021-22	94	10	12%
FY 2022-23	104	10	11%
FY 2023-24	114	10	10%
FY 2024-25	123	9	8%

**RECOMMENDATION**

Approve the proposed resolution.

<sup>2</sup> Wastewater rates will increase in FY 2017-18 when repayment of the bonds shifts from the capitalized interest fund to payment through wastewater rates.

AMENDED IN COMMITTEE

05/20/15

FILE NO. 150362

ORDINANCE NO. 89-15

1 [Amending Ordinance No. 107-14 - Wastewater Revenue Bond Issuance and Sale - Public  
2 Utilities Commission - Not to Exceed \$819,035,941]

3 **Ordinance amending Ordinance No. 107-14, to include, in addition to revenue bonds,**  
4 **the execution and delivery of State of California State Water Resources Control Board**  
5 **Installment Sales Agreements for State Revolving Loans by the San Francisco Public**  
6 **Utilities Commission in an aggregate principal amount not to exceed an amount**  
7 **previously authorized of \$819,035,941 to finance the costs of various projects**  
8 **benefitting the Wastewater Enterprise pursuant to the Charter, including Proposition**  
9 **E, an amendment to the Charter enacted by the voters on November 5, 2002; and**  
10 **ratifying previous actions taken in connection therewith.**

11  
12 NOTE: Additions are *single-underline italics Times New Roman*;  
13 deletions are *strike-through italics Times New Roman*.  
14 Board amendment additions are double-underlined;  
15 Board amendment deletions are ~~strikethrough normal~~.

16 Be it ordained by the People of the City and County of San Francisco:

17 Section 1. Findings. The Board of Supervisors (the "Board") of the City hereby finds  
18 and declares as follows:

19 A. On November 5, 2002, the voters of the City and County of San Francisco (the  
20 "City") approved Proposition E, codified as Article VIII B of the Charter of the City (the  
21 "Charter"), which among other things, authorized the Commission to issue revenue bonds,  
22 including notes, commercial paper or other forms of indebtedness, when authorized by  
23 ordinance approved by a two-thirds vote of the Board of Supervisors, for the purpose of  
24 reconstructing, replacing, expanding, repairing or improving water facilities or clean water  
25

1 facilities, or combinations of water and clean water facilities under the jurisdiction of the  
2 Commission; and

3 B. The Commission adopted the and in connection therewith, has from time to  
4 time issued revenue bonds to finance projects benefitting the Wastewater Enterprise; and

5 C. By Resolution No.15-0069 adopted on March 10, 2015 (the "Commission  
6 Resolution"), the Commission has determined to execute and deliver one or more State of  
7 California Water Resources Control Board Installment Sales Agreements in connection with  
8 State Revolving Loans in an aggregate principal amount not to exceed \$819,035,941 (the  
9 "State Loans ") to finance the costs of all or a portion of certain capital projects described  
10 therein benefitting the Wastewater Enterprise (the "Capital Projects" such projects as further  
11 described in the Commission Resolution), of costs of issuance and other incidental costs  
12 related thereto, and formally has requested this Board of Supervisors to authorize the  
13 execution and delivery of Installment Sale Agreements for State Loans for such purposes,  
14 pursuant to Section 8B.124 of the Charter, such Commission Resolution and the Installment  
15 Sales Contract relating to the State Loans referenced therein being on file with the Clerk of  
16 the Board in File No. 150362, which is hereby declared to be a part of this Ordinance as if  
17 set forth fully herein; and

18 D. The Commission has determined that it is necessary and desirable to make  
19 certain additional improvements to the facilities of the Wastewater Enterprise (the  
20 "Improvements"), and has further determined to finance the costs of the Improvements  
21 through the execution and delivery of the State Loans. The State Loans shall be payable from  
22 a pledge of the Net Revenues of the Wastewater Enterprise on a parity with outstanding  
23 Bonds of the Wastewater Enterprise, as such terms as defined in that certain Indenture dated  
24 as of January 1, 2003, as amended and supplemented (the "Indenture"), between the  
25 Commission and U. S. Bank National Association. The Board now desires to authorize the

1 execution and delivery from time to time of Installment Sales Agreements related to State  
2 Loans by the Commission pursuant to said Section 8B.124; provided however, the  
3 Commission shall file with the Board of Supervisors any and all certifications required by  
4 Section 8B.124 of the Charter prior to the execution and delivery of any Installment Sales  
5 Contract related to any State Loans authorized hereby (as further described below); and

6 E. Section 8B.124 of the Charter allows for the issuance of revenue bonds or  
7 other forms of indebtedness by ordinance approved by two-thirds of the Board, subject to  
8 the provision of certain certifications of an independent engineer retained by the  
9 Commission and certain certifications by the San Francisco Planning Department, which  
10 certifications shall make the findings and determinations set forth in Section 8B.124; and

11 F. Pursuant to Ordinance No 107-14, adopted July 2, 2014 the Board has  
12 approved related supplemental appropriations totaling \$819,035,941 for the Capital  
13 Improvement Program for fiscal years ending 2015 and 2016, including the authorization of  
14 the issuance of Wastewater Revenue Bonds; and

15 G. The Commission has requested to supplement and amend Ordinance No. 107-  
16 14 to authorize the issuance of State Loans, in addition to Wastewater Revenue Bonds, in  
17 either case, in an aggregate principal amount not to exceed \$819,035,941.

18 H. Section 2. Ordinance No. 107-14 is Amended and Supplemented. Ordinance  
19 No. 107-14 is hereby amended and supplemented to provide for the execution and deliver of  
20 State Loans, in addition to the issuance of Wastewater Revenue Bonds authorized in  
21 Ordinance 107-14, to finance the costs of projects benefitting the Wastewater Enterprise  
22 (such projects being further described in Commission Resolution 14-0032, adopted by the  
23 Commission on February 11, 2014); provided however that the Commission shall not be  
24 authorized to issued any such indebtedness in an aggregate principal amount exceeding  
25 \$819,035,941.

1           Section 3. Approval of the Installment Sales Agreements for State Loans. Subject to  
2 the terms of this Ordinance, the Commission is hereby authorized to enter into Installment  
3 Sales Agreements with the State Water Resources Control Board pursuant to Section 8B.  
4 124 of the Charter to finance a portion of the design, acquisition and construction of the  
5 Capital Projects (including the costs of issuance for such obligations) and other incidental  
6 costs relating thereto; and the Board hereby approves the execution and delivery of such  
7 Installment Sales Agreements for State Loans from time to time by the Commission  
8 pursuant to Section 8B. 124 of the Charter in accordance with the Commission Resolution,  
9 in an aggregate principal amount not to exceed \$819,035,941 (inclusive of financing costs),  
10 at a maximum rate or rates of interest of not to exceed twelve percent (12%) per annum and  
11 for a term not to exceed 30 years from the date of the execution of any Installment Sales  
12 Agreement, or from such other date as otherwise provided in the Agreement. The  
13 Commission is hereby authorized to determine the timing, amount and manner of each  
14 Installment Sales Contract executed pursuant to this authorization; provided however, the  
15 Commission's authorization to enter into any Installment Sales Agreements is subject to the  
16 filing with the Clerk of the Board any certifications required by Proposition E prior to the  
17 issuance of any bonds herein authorized.

18           Section 5. General Authority. The Controller, Treasurer, the City Attorney and other  
19 officers of the City and their duly authorized deputies and agents are hereby authorized and  
20 directed, jointly and severally, to take such actions and to execute and deliver such  
21 certificates, agreements, requests or other documents, as they may deem necessary or  
22 desirable to facilitate the execution and delivery of any Installment Sales Agreements in  
23 connection with State Loans, to obtain title and other insurance with respect to the facilities  
24 to be financed, and otherwise to carry out the provisions of this Ordinance. Any such  
25 actions are solely intended to further the purposes of this Ordinance, and are subject in all

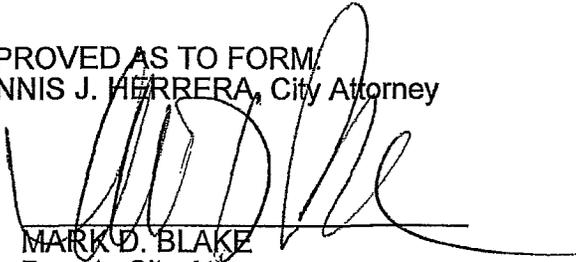
1 respects to the terms of this Ordinance. No such actions shall increase the risk to the City  
2 or require the City to spend any resources not otherwise granted herein. Final versions of  
3 any such documents, if any, presented to this Board shall be provided to the Clerk of the  
4 Board of Supervisors for inclusion in the official file within 30 days of execution of the  
5 Installment Sales Agreements by all parties.

6 Section 6. Ratification of Prior Actions. All actions authorized and directed by and  
7 consistent with this Ordinance and heretofore taken are hereby ratified, approved and  
8 confirmed by this Board.

9 Section 7. File Documents. All documents referred to as on file with the Clerk of the  
10 Board are in File No. 150362.

11 Section 8. Effective Date. Pursuant to Section 2.105 of the Charter, this Ordinance  
12 shall take effect immediately upon its adoption.

13  
14  
15 APPROVED AS TO FORM  
DENNIS J. HERRERA, City Attorney

16  
17 By: 

18 MARK D. BLAKE  
Deputy City Attorney

19 n:\financas2015\1300183\01017647.doc  
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City and County of San Francisco

Tails  
Ordinance

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

File Number: 150362

Date Passed: June 09, 2015

Ordinance amending Ordinance No. 107-14, to include, in addition to revenue bonds, the execution and delivery of State of California State Water Resources Control Board Installment Sales Agreements for State Revolving Loans by the San Francisco Public Utilities Commission in an aggregate principal amount not to exceed an amount previously authorized of \$819,035,941 to finance the costs of various projects benefitting the Wastewater Enterprise pursuant to the Charter, including Proposition E, an amendment to the Charter enacted by the voters on November 5, 2002; and ratifying previous actions taken in connection therewith.

May 20, 2015 Budget and Finance Sub-Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING SAME TITLE

May 20, 2015 Budget and Finance Sub-Committee - RECOMMENDED AS AMENDED

June 02, 2015 Board of Supervisors - PASSED, ON FIRST READING

Ayes: 11 - Avalos, Breed, Campos, Christensen, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

June 09, 2015 Board of Supervisors - FINALLY PASSED

Ayes: 11 - Avalos, Breed, Campos, Christensen, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

File No. 150362

I hereby certify that the foregoing Ordinance was FINALLY PASSED on 6/9/2015 by the Board of Supervisors of the City and County of San Francisco.

  
Angela Calvillo  
Clerk of the Board

  
Mayor

6/18/2015  
Date Approved

AMENDED IN COMMITTEE

6/11/14

FILE NO. 140483

ORDINANCE NO. 107-14

1 [Wastewater Revenue Bond Issuance and Sale - Public Utilities Commission - Not to  
2 Exceed \$819,035,941 ~~846,906,000~~]

3 **Ordinance approving the issuance and sale of wastewater revenue bonds by the San**  
4 **Francisco Public Utilities Commission in an aggregate principal amount not to**  
5 **exceed \$819,035,941 ~~846,906,000~~ to finance the costs of various projects benefitting the**  
6 **Wastewater Enterprise pursuant to amendments to the Charter of the City and County**  
7 **of San Francisco enacted by the voters on November 5, 2002, as Proposition E;**  
8 **declaring the official intent of the Commission to reimburse itself with one or more**  
9 **issues of tax-exempt bonds; and ratifying previous actions taken in connection**  
10 **therewith.**

11  
12 NOTE: Additions are single-underline italics Times New Roman;  
13 deletions are ~~strike-through italics Times New Roman~~.  
14 Board amendment additions are double-underlined;  
Board amendment deletions are ~~strikethrough normal~~.

15 Be it ordained by the People of the City and County of San Francisco:

16 Section 1. Findings. The Board of Supervisors (the "Board") of the City hereby finds  
17 and declares as follows:

18 A. On November 5, 2002, the voters of the City and County of San Francisco (the  
19 "City") approved Proposition E, codified as Article VIII B of the Charter of the City (the  
20 "Charter"), which among other things, authorized Public Utilities Commission ("the  
21 Commission") to issue revenue bonds, including notes, commercial paper or other forms of  
22 indebtedness, when authorized by ordinance approved by a two-thirds vote of the Board of  
23 Supervisors, for the purpose of reconstructing, replacing, expanding, repairing or improving  
24 water facilities or clean water facilities, or combinations of water and clean water facilities  
25 under the jurisdiction of the Commission; and

1           B.    The Commission adopted the Indenture dated as of January 1, 2003, as  
2 amended and supplemented (the "Indenture"), between the Commission and U. S. Bank  
3 National Association and in connection therewith, has from time to time issued revenue  
4 bonds to finance projects benefitting the Wastewater Enterprise; and

5           C.    By Resolution No.14-0032 adopted by the Commission on February 11, 2014,  
6 (the "Commission Resolution"), the Commission has determined to issue one or more  
7 additional series of revenue bonds (the "Wastewater Revenue Bonds") to finance the costs  
8 of all or a portion of certain capital projects described therein benefitting the Wastewater  
9 Enterprise (the "Capital Projects" such projects as further described in the Commission  
10 Resolution), as well as for the payment of costs of issuance and other incidental costs  
11 related thereto, and formally requested this Board of Supervisors to authorize the issuance  
12 and sale of the Wastewater Revenue Bonds for such purposes, pursuant to Charter Section  
13 8B.124, such Commission Resolution being on file with the Clerk of the Board in File No.  
14 140483, which is hereby declared to be a part of this Ordinance as if set forth fully  
15 herein.

16           D.    The Commission has determined that it is necessary and desirable to make  
17 certain additional improvements to the facilities of the Wastewater Enterprise (the  
18 "Improvements"), and has further determined to finance the costs of the Improvements  
19 through the issuance of wastewater revenue bonds. The Board now desires to authorize the  
20 issuance and sale of the Wastewater Revenue Bonds by the Commission pursuant to  
21 Proposition E; provided however, the Commission shall file with the Commission Board and  
22 this Board of Supervisors any and all certifications required by Charter Section 8B.124 prior  
23 to the issuance of Wastewater Revenue Bonds authorized hereby (as further described  
24 below); and  
25

1           E.     Proposition E allows for the issuance of revenue bonds or other forms of  
2 indebtedness by ordinance approved by two-thirds of the Board, subject to the provision of  
3 certain certifications of an independent engineer retained by the Commission and certain  
4 certifications by the San Francisco Planning Department, which certifications shall make the  
5 findings and determinations set forth in Proposition E; and

6           F.     The Commission has paid, beginning no earlier than 60 days prior to the  
7 adoption of this Ordinance and will pay, on and after the date hereof, certain expenditures  
8 (the "Expenditures") in connection with the acquisition, construction and/or equipping of the  
9 Capital Projects, and

10          G.     This Board of Supervisors, on behalf of the Commission, adopts this Ordinance  
11 as official action of the Commission in order to comply with Treasury Regulation §1.150-2  
12 and any other regulations of the Internal Revenue Service relating to the qualification for  
13 reimbursement of Commission expenditures incurred prior to the date of issue of the  
14 Wastewater Revenue Bonds, and

15          H.     This Board is concurrently considering with this ordinance Capital Improvement  
16 Program related supplemental appropriations totaling \$950,906,000 for fiscal years ending  
17 2015 and 2016, such amount being inclusive of the Wastewater Revenue Bonds.

18          Section 2. Approval of the Wastewater Revenue Bonds. Subject to the terms of this  
19 Ordinance, the Commission is hereby authorized to issue the Wastewater Revenue Bonds  
20 pursuant to Proposition E to finance a portion of the design, acquisition and construction of  
21 the Capital Projects (including the costs of issuance for such obligations) and other  
22 incidental costs relating thereto; and the Board hereby approves the issuance and sale of  
23 the Wastewater Revenue Bonds in one or more series from time to time by the Commission  
24 pursuant to Charter Proposition E and in accordance with the Prior Ordinance and the  
25 Commission Resolution, in an aggregate principal amount not to exceed \$819,035,941

1     ~~846,906,000~~ (inclusive of financing costs), at a maximum rate or rates of interest of not to  
2     exceed twelve percent (12%) per annum. The Commission is hereby authorized to  
3     determine the timing, amount and manner of sale of each series of Wastewater Revenue  
4     Bonds issued pursuant to this authorization; provided however, the Commission's  
5     authorization to issue Wastewater Revenue Bonds is subject to approval by the  
6     Commission's Board of the form of offering document and the filing with its Board and the  
7     Clerk of the Board any certifications required by Proposition E prior to the issuance of any  
8     bonds herein authorized.

9             Section 3. Declaration of Official Intent. The Board, on behalf of the Commission,  
10     hereby declares the official intent of the Commission to reimburse the Commission with  
11     proceeds of the Wastewater Revenue Bonds for the Expenditures with respect to the Capital  
12     Projects made on and after a date that is no more than 60 days prior to the adoption of this  
13     Ordinance. The Commission reasonably expects on the date hereof that it will reimburse  
14     the Expenditures with proceeds of the Wastewater Revenue Bonds. Each said Expenditure  
15     was and will be either (A) of a type properly chargeable to a capital account under general  
16     federal income tax principles (determined in each case as of the date of the Expenditure),  
17     (B) a cost of issuance with respect to the Bonds, (C) a nonrecurring items that is not  
18     customarily payable from current revenues, or (D) a grant to pay a party that is not related to  
19     or an agent of the issuer so long as such grand does not impose any obligation or condition  
20     (directly or indirectly) to repay any amount to or for the benefit of the Commission. The  
21     maximum principal amount of the Wastewater Revenue Bonds to be issued for the Capital  
22     Projects is \$819,035,941 ~~846,906,000~~ (inclusive of financing costs).

23             The Commission will make a reimbursement allocation, which is a written allocation  
24     by the Issuer that evidences the Commission's use of proceeds of the Wastewater Revenue  
25     Bonds to reimburse an Expenditure, no later than 18 months after the later of the date on

1 which the Expenditure is paid or the component of the Capital Projects is placed in service  
2 or abandoned, but in no event more than three years after the date on which the  
3 Expenditure is paid. The Commission recognizes that exceptions are available for certain  
4 "preliminary expenditures," costs of issuance, certain de minimis amounts, expenditures by  
5 "small issuers" (based on the year of issuance and not the year of expenditure) and  
6 expenditures for construction projects of at least 5 years.

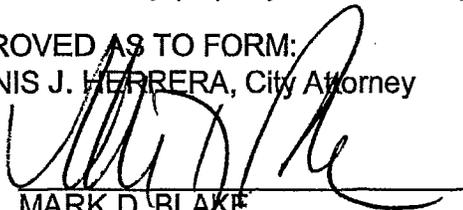
7 Section 4. General Authority. The Controller, Treasurer, the City Attorney and other  
8 officers of the City and their duly authorized deputies and agents are hereby authorized and  
9 directed, jointly and severally, to take such actions and to execute and deliver such  
10 certificates, agreements, requests or other documents, as they may deem necessary or  
11 desirable to facilitate the issuance, sale and delivery of the Wastewater Revenue Bonds to  
12 obtain bond insurance or other credit enhancements with respect to the Wastewater  
13 Revenue Bonds, to obtain a surety bond, to obtain title and other insurance with respect to  
14 the facilities to be financed, and otherwise to carry out the provisions of this Ordinance.

15 Section 5. Ratification of Prior Actions. All actions authorized and directed by this  
16 Ordinance and heretofore taken are hereby ratified, approved and confirmed by this Board.

17 Section 6. File Documents. All documents referred to as on file with the Clerk of the  
18 Board are in File Nos. 140483.

19 Section 7. Effective Date. Pursuant to Charter Section 14.102, this Ordinance shall  
20 take effect thirty (30) days after its adoption.

21 APPROVED AS TO FORM:  
22 DENNIS J. HERRERA, City Attorney

23 By:   
24 MARK D. BLAKE  
Deputy City Attorney

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City and County of San Francisco  
Tails  
Ordinance

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

File Number: 140483

Date Passed: June 24, 2014

Ordinance approving the issuance and sale of wastewater revenue bonds by the Public Utilities Commission in an aggregate principal amount not to exceed \$819,035,941 to finance the costs of various projects benefitting the Wastewater Enterprise pursuant to amendments to the Charter of the City and County of San Francisco enacted by the voters on November 5, 2002, as Proposition E; declaring the official intent of the Commission to reimburse itself with one or more issues of tax-exempt bonds; and ratifying previous actions taken in connection therewith.

June 11, 2014 Budget and Finance Committee - AMENDED

June 11, 2014 Budget and Finance Committee - RECOMMENDED AS AMENDED

June 17, 2014 Board of Supervisors - PASSED ON FIRST READING

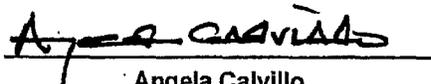
Ayes: 11 - Avalos, Breed, Campos, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

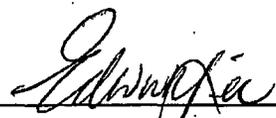
June 24, 2014 Board of Supervisors - FINALLY PASSED

Ayes: 11 - Avalos, Breed, Campos, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

File No. 140483

I hereby certify that the foregoing Ordinance was FINALLY PASSED on 6/24/2014 by the Board of Supervisors of the City and County of San Francisco.

  
Angela Calvillo  
Clerk of the Board

  
Mayor

7/2/2014  
Date Approved

AMENDED IN COMMITTEE

5/8/13

FILE NO. 130365

ORDINANCE NO. 123-13  
RO#14001  
SA#01

1 [De-Appropriation and Re-Appropriation - Operating Budget Amendment of \$5,096,000 and  
2 Capital Improvement Projects of \$42,178,878 for Public Utilities Commission - FY2013-  
3 2014]

4 **Ordinance amending the adopted FY2013-14 Appropriation Ordinance and other**  
5 **adopted biennial capital appropriation ordinances for the San Francisco Public**  
6 **Utilities Commission, including \$3,100,000 in de-appropriation and re-appropriation**  
7 **for the Hetch Hetchy Enterprise operating budget, and de-appropriating \$16,414,070**  
8 **and re-appropriating \$7,513,665 in capital projects in the Hetch Hetchy Capital**  
9 **Improvement Program projects, and de-appropriating and re-appropriating \$1,996,000**  
10 **in the Water Enterprise operating budget, and de-appropriating ~~\$70,995,900~~ \$70,955,900**  
11 **and re-appropriating \$55,169,000 in the in the Water Enterprise Capital Improvement**  
12 **Program projects, and de-appropriating \$56,370,059 and re-appropriating \$38,878,486**  
13 **in the Wastewater Enterprise Capital Improvement Program.**

14  
15 Note: Additions are single-underline italics Times New Roman;  
16 deletions are ~~strikethrough italics Times New Roman~~.  
17 Board amendment additions are double underlined.  
18 Board amendment deletions are ~~strikethrough normal~~.

19 Be it ordained by the People of the City and County of San Francisco:

20  
21 Section 1. Ordinance de-appropriating and re-appropriating \$3,100,000 of the Hetch  
22 Hetchy adopted operating budget for Fiscal Year 2013-2014.  
23  
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1 Section 1.1. This supplemental appropriation authorizes the re-appropriation of \$3,100,000  
 2 in operating funds for the fiscal year 2013-14, to fund the Camp Mather Project, \$1,000,000;  
 3 Facilities Maintenance, \$1,600,000; and WECC/NERC Compliance of \$500,000.  
 4

5 **USES De-Appropriation – Hetch Hetchy Operating Budget**

Fund	Index Code/ Project Code	Subobject	Description	Amount
5T AAA AAA – Hetchy Operating Fund	320000	098GR	Designated for General Reserve	(\$519,184)
5T AAA AAA – Hetchy Operating Fund	326112	05241	Payments to Other Government	(\$1,568,000)
5T CPF LOC Hetchy Capital Projects Local Fund	320001 CUHZZZZZ	097CI	Reserve for Capital Improvements	(\$1,012,816)
<b>Total USES De-Appropriation – Hetch Hetchy Operating</b>				<b>(\$3,100,000)</b>

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**USES Appropriation – Hetch Hetchy Operating Budget**

Fund	Index Code/ Project Code	Subobject	Description	Amount
5T AAA ACP – Hetchy Continuing Capital Project Fund	519981 CUH99801	06700 Buildings Structures and Improvements	Camp Mather Leach Field Project	\$1,000,000
5T AAA AAP Hetchy Operating Annual Project Fund	500107 FUH10001	06F00	Facilities Maintenance	\$1,600,000
5T AAA AAP Hetchy Operating Annual Project Fund	515041 PUH50401	06F00	WECC/NERC Compliance	\$500,000
<b>Total USES Appropriation – Hetch Hetchy Operating Budget</b>				<b>\$3,100,000</b>

Section 1.2 Ordinance de-appropriating a total of \$8,900,405, consisting of de-appropriation of \$16,414,070 in existing Hetch Hetchy Capital Improvement Program project budgets and re-appropriating \$7,513,665 of proceeds from existing Revenue Bonds, Hetch Hetchy Fund Balance, and Cap and Trade Allowance for Fiscal Year 2013-2014.

Section 1.3 The sources of funding were previously approved and are herein de-appropriated and appropriated, and no additional funding is requested in this supplemental

1 appropriation ordinance as indicated by Attachment A. The supplemental appropriation  
 2 requests appropriation of \$1,169,798 of Hetchy Cap and Trade Allowance funds, which will  
 3 be substituted for Hetchy revenues. Hetchy Operating Fund Balance of \$2,000,000 will be  
 4 used as a source of funds for the GoSolar SF program. The sources of funding outlined  
 5 below are herein de-appropriated and appropriated to reflect the funding available for Fiscal  
 6 Year 2013-14.

7  
 8 **SOURCES De-appropriation / Appropriation – Hetch Hetchy Capital Improvement**  
 9 **Projects**

Fund	Index Code/ Project Code	Subobject	Description	Amount
5T CPF 13A – 2013A Hetchy Water Revenue Bonds	*HHP5TCPF13A CUH30000	80111	Proceeds From Sale of Bonds	(\$13,700,070)
5T AAA ACP – Hetchy Continuing Capital Project Fund	UHUHZZZ505T CUHZZZ00	9505T	ITI from Hetch Hetchy Revenue	(\$1,169,798)
5T CPF 14A – 2014A Power Enterprise Revenue Bonds	*HHP5TCPF14A CUH30000	80111	Proceeds From Sale of Bonds	\$2,799,665

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Fund	Index Code/ Project Code	Subobject	Description	Amount
5T AAA ACP – Hetchy Continuing Capital Project Fund	548294 PUHCAP00	99999B	Hetchy Cap and Trade Allowance	\$1,169,798
5T AAA AAA – Hetchy Operating Fund	320000 CUH94763	99999B	Fund Balance	\$2,000,000
<b>Total SOURCES De-appropriation/Appropriation – Capital Improvement Projects</b>				<b><u>(\$8,900,405)</u></b>

Section 1.4 The uses of funding outlined below are herein de-appropriated and appropriated in Subobject 06700 Buildings Structures and Improvements, 081C4 Internal Audits and 06B00 Revenue Bond Oversight Committee and reflects the projected uses of funding to support the Hetch Hetchy Capital Improvement Program at the San Francisco Public Utilities Commission for Fiscal Year 2013-14.

**USES De-appropriation/ Appropriation – Hetch Hetchy Capital Improvement Projects**

Fund	Index Code/ Project Code	Subobject	Description	Amount
5TCPF13A – 2013A Hetchy Water Revenue Bonds	HHPX5TCPF13A CUH10000	06700 Buildings Structures and Improvements	Hetchy Water – Water Only Project	(\$9,400,000)

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Fund	Index Code/ Project Code	Subobject	Description	Amount
5TAAAACP – Hetchy Continuing Capital Project Fund	511011 CUH10100	06700 Buildings Structures and Improvements	Hetchy Water – Power Only Projects	(\$2,276,150)
5TCPF13A – 2013A Hetchy Water Revenue Bonds	HHPX5TCPF13A CUH30000	06700 Buildings Structures and Improvements	Hetchy Water Financing Cost	(\$4,714,216)
5TCPF13A – 2013A Hetchy Water Revenue Bonds	HHPX5TCPF13A CUH30000	081C4 Internal Audits	Hetchy Water – City Services Auditor	(\$16,854)
5TCPF13A – 2013A Hetchy Water Revenue Bonds	HHPX5TCPF13A CUH30000	06B00 Revenue Bond Oversight Committee	Hetchy Water – Revenue Bond Oversight Committee	(\$6,850)
5TAAAACP – Hetchy Continuing Capital Project Fund	519463 CUH94763	06700 Buildings Structures and Improvements	GoSolar SF	\$2,000,000

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Fund	Index Code/ Project Code	Subobject	Description	Amount
5TAAAACP – Hetchy Continuing Capital Project Fund	518961 CUH89601	06700 Buildings Structures and Improvements	Streetlights	\$1,741,000
5TCPF14A – 2014A Power Enterprise Revenue Bonds	HHPX5TCPF14A CUH10100	06700 Buildings Structures and Improvements	Hetchy Water – Power Only Projects	\$2,276,150
5TCPF13A – 2013A Hetchy Water Revenue Bonds	HHPX5TCPF13A CUH10200	06700 Buildings Structures and Improvements	Hetchy Joint Projects – Water	\$437,850
5TAAAACP – Hetchy Continuing Capital Project Fund	511021 CUH10200	06700 Buildings Structures and Improvements	Hetchy Joint Projects – Power	\$535,150

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Fund	Index Code/ Project Code	Subobject	Description	Amount
5TCPF14A – 2014A	HHPX5TCPF14A	06700	Hetchy Power	\$518,633
Power Enterprise	CUH30000	Buildings	Financing Costs	
Revenue Bonds		Structures and Improvements		
5TCPF14A – 2014A	HHPX5TCPF14A	081C4	Hetchy Power –	\$3,482
Power Enterprise	CUH30000	Internal Audits	City Services Auditor	
Revenue Bonds				
5TCPF14A – 2014A	HHPX5TCPF14A	06B00	Hetchy Power –	\$1,400
Power Enterprise	CUH30000	Revenue Bond	Revenue Bond	
Revenue Bonds		Oversight Committee	Oversight Committee	
<b>Total USES De-Appropriation/Appropriation–Hetch Hetchy Capital Improvement Projects</b>				<b><u>(\$8,900,405)</u></b>

Section 1.5 Of the above de-appropriated amount for Hetch Hetchy Water, \$4,714,216 is for financing costs, \$16,854 for the City Services Auditor, and \$6,850 is for the Revenue Bond Oversight Committee.

1 Section 1.6 Of the above appropriated amount for Hetch Hetchy Power, \$518,633 is for  
 2 financing costs, \$3,482 for the City Services Auditor, and \$1,400 is for the Revenue Bond  
 3 Oversight Committee.

4  
 5 Section 1.7 The appropriations herein are effective as of July 1, 2013. The bond-funded  
 6 portion of all included appropriation shall be placed on Controller's Reserve pending the  
 7 availability of funds. Release of project-related appropriation reserves by the Controller is  
 8 also subject to the prior occurrence of the SFPUC's and the Board of Supervisors'  
 9 discretionary adoption of CEQA findings for projects, following review and consideration of  
 10 completed project-related environmental analysis, where required, pursuant to CEQA, the  
 11 State CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code.

12  
 13 Section 2.1 Ordinance de-appropriating and re-appropriating \$1,996,000 of the Water  
 14 Enterprise adopted operating budget for Fiscal Year 2013-2014 to fund the Watershed  
 15 Protection Programmatic Project through reduction in reserve for the capital projects.

16  
 17  
 18 **USES De-Appropriation/Appropriation – Water Enterprise Operating Budget**

19	Fund	Index Code / Project Code	Subobject	Description	Amount
21	5W AAA AAA –	500106	06R00	Watershed	(\$1,996,000)
22	Water Capital	FUW10201	Capital Renewal	Protection	
23	Project - Local		Projects		
24	Fund				

25

Fund	Index Code /	Subobject	Description	Amount
	Project Code			
5W CPF LOC –	470003	097CI	Reserve for Capital	\$1,996,000
Water Capital	CUWZZZZZ	Reserve for	Improvements	
Project - Local		Capital		
Fund		Improvement		
<b>Total USES Appropriation – Water Enterprise Operating Budget</b>				<b>\$0</b>

Section 2.2 Ordinance de-appropriating \$70,955,900 in existing Water Capital Improvement Program project budgets and re-appropriating \$55,169,000 of proceeds from Water Enterprise revenues and capacity fee revenues for Fiscal Year 2013-2014.

Section 2.3 The sources of funding were previously approved and are herein de-appropriated and appropriated, and no additional funding is requested in this supplemental appropriation ordinance as indicated by Attachment B. This supplemental appropriation requests an appropriation of \$1,727,924 of Water capacity fees and the substitution of BAWSCA pre-payment funds received by the SFPUC for Water Revenue Bonds appropriated in the FY 2012-13 budget approved by Ordinance 109-12. The sources of funding outlined below are herein appropriated to reflect the appropriation for Fiscal Year 2013-2014.

1 **SOURCES De-appropriation / Appropriation – Water Enterprise Capital Improvement**  
 2 **Projects**

3	Fund	Index Code /	Subobject	Description	Amount
4		Project Code			
5	5W CPF 13A –	*WTR5WCPF13A	80111	Proceeds from Sale	(\$67,559,900)
6	Water Enterprise-	WTR3000100		of Revenue Bonds	
7	2013A Bond				
8	Fund				
9					
10	5W CPF LOC -	UWUWZZZI505W -	9505W	Water Enterprise	(\$10,850,000)
11	Capital Projects –	CUWZZZZZ		Revenue	
12	Local Fund				
13					
14	5W CPF WCF –	UWUWZZZG505W	9505W	Water Enterprise	(\$2,207,400)
15	Wholesale Capital	CUWZZZZZ		Revenue	
16	Project Fund				
17					
18	5W AAA ACP –	UWAAAACP505W	9505W	Water Enterprise	\$9,661,400
19	Water Continuing	CUWZZZZZ		Revenue - Water	
20	Capital Project			Revenue Transfer	
21	Fund				
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Fund	Index Code / Project Code	Subobject	Description	Amount
5W AAA ACP – Water Continuing Capital Project Fund	UWAAAACP505W CUWZZZZZ	9505W	Water Enterprise Revenue (BAWSCA Pre-Payment Funds)	\$52,041,076
5W CPF ACP Water Capital Projects – Retail	UWUWZZZK505W CUWZZZZZ	9505W	Water Enterprise Revenue - Water Revenue Transfer	\$1,400,000
5W CPF CAP – Capacity Fees	*WTR5WCPFCAP CUW68301	79993	Water Capacity Fees	\$1,727,924
<b>Total SOURCES De-appropriation/Appropriation – Water Enterprise Capital Improvement Projects</b>				<b><u>(\$15,786,900)</u></b>

Section 2.4 The uses of funding outlined below are herein de-appropriated and re-appropriated in Subobject 06700 Buildings Structures and Improvements, 06R00 Capital Renewal Projects, 081C4 Internal Audits, and 06B00 Revenue Bond Oversight Committee and reflects the projected uses of funding to support the Water Capital Improvement Program at the San Francisco Public Utilities Commission for Fiscal Year 2013-2014.

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**USES De-Appropriation/Appropriation – Water Enterprise Capital Improvement Projects**

<b>Fund</b>	<b>Index Code / Project Code</b>	<b>Subsubject</b>	<b>Description</b>	<b>Amount</b>
5W CPF 13A Water Enterprise - 2013A Bond Fund	WTRX5WCPF13A CUW26308	06700 Buildings, Structures, and Improvements	Town of Sunol – Fire Suppression System	(\$3,900,000)
5W CPF LOC Capital Projects – Local Fund	WTRX5WCPFLOC CUW27500	06R00 Capital Renewal Projects	Watershed & Land Management	(\$278,600)
5W CPF WCF – Wholesale Customer Fund	WTRX5WCFWCF CUW27500	06R00 Capital Renewal Projects	Watershed & Land Management	(\$517,400)
5W CPF 13A – Water Enterprise- 2013A Bond Fund	WTRX5WCPF13A CUW27700	06700 Buildings, Structures, and Improvements.	Buildings & Grounds Regional	(\$4,300,000)
5W CPF LOC – Capital Projects – Local Fund	WTRX5WCPFLOC CUW27700	06R00 Capital Renewal Projects	Buildings & Grounds Regional	(\$910,000)

	Fund	Index Code / Project Code	Subsubject	Description	Amount
1					
2					
3	5W CPF WCF -	WTRX5WCPFWCF	06R00	Buildings &	(\$1,690,000)
4	Wholesale Customer	CUW27700	Capital Renewal	Grounds Regional	
5	Fund		Projects		
6					
7	5W CPF 13A -	WTRX5WCPF13A	06700	Local Water	(\$44,185,000)
8	Water Enterprise-	CUW28000	Buildings,	Conveyance/	
9	2013A Bond Fund		Structures, and	Distribution	
10			Improvements		
11					
12	5W CPF 13A -	WTRX5WCPF13A	06700	Treasure Island	(\$3,000,000)
13	Water Enterprise-	CUW27001	Buildings,	Capital	
14	2013A Bond Fund		Structures, and	Improvements	
15			Improvements		
16					
17	5W CPF 13A -	WTRX5WCPF13A	06700	Building & Grounds	(\$500,000)
18	Water Enterprise-	CUW68801	Buildings,	Improvements -	
19	2013A Bond Fund		Structures, and	Local	
20			Improvements		
21					
22	<u>5W CPF 13A - Water</u>	<u>WTRX5WCPF13A</u>	<u>06700</u>	<u>Financing Costs</u>	<u>(\$11,632,896)</u>
23	<u>Enterprise- 2013A</u>	<u>WTR3000100</u>	<u>Buildings,</u>		
24	<u>Bond Fund</u>		<u>Structures, and</u>		
25			<u>Improvements</u>		

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Fund	Index Code / Project Code	Subobject	Description	Amount
5W CPF 13A – Water Enterprise- 2013A Bond Fund	WTRX5WCPF13A / WTR3000100	081C4 Internal Audits	City Services Auditor	(\$8,224)
5W CPF 13A – Water Enterprise- 2013A Bond Fund	WTRX5WCPF13A / WTR3000100	06B00 Revenue Bond Oversight Committee	Revenue Bond Oversight Committee	(\$33,780)
5W AAA ACP – Water Continuing Capital Project Fund	WTRX5WAAAACP CUW26808	06700 Buildings, Structures, and Improvements	Town of Sunol – Fire Suppression System	\$6,084,000
5W AAA ACP – Water Continuing Capital Project Fund	WTRX5WAAAACP CUW28001	06700 Buildings, Structures, and Improvements	Local Water Conveyance/ Distribution	\$42,457,076
5W CPF CAP – Capacity Fee	WTRX5WCPFCAP CUW28000	06700 Buildings, Structures, and Improvements	Local Water Conveyance/ Distribution	\$1,727,924

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Fund	Index Code / Project Code	Subobject	Description	Amount
5W AAA ACP – Water Continuing Capital Project Fund	WTRX5WAAAACP CUW27001	06700 Buildings, Structures, and Improvements	Treasure Island Capital Improvements	\$3,000,000
5W AAA ACP – Water Continuing Capital Project Fund	WTRX5WAAAACP CUW68801	06700 Buildings, Structures, and Improvements	Building & Grounds Improvements - Local	\$500,000
.5W CPF ACP – Water Capital Projects - Retail	502811 CUW28100	06R00 Capital Renewal Projects	Pacific Rod & Gun Club Remediation	\$1,400,000
<b>Total USES De-Appropriation/Appropriation – Water Enterprise Capital Improvement Projects</b>				<b>(\$15,786,900)</b>

Section 2.5 Of the above De-appropriated amount, \$8,224 representing 0.2% of the expenditure budget net of bond financing and audit costs, is to be de-appropriated from the Controller's Audit Fund, pursuant to Charter Appendix F1.113; and \$33,780 representing 0.05% of gross bond proceeds is to be de-appropriated and available from the Public Utilities Commission Revenue Bond Oversight Committee, pursuant to Administrative Code

1 Section 5A.31. These appropriations may be increased or decreased by the Controller  
2 based on changes to expenditure appropriations or actual gross bond proceeds to conform  
3 to the applicable Charter and Administrative Code formulas.  
4

5 Section 2.6. The appropriations herein are effective as of July 1, 2013. The bond-funded  
6 portion of all included appropriation shall be placed on Controller's Reserve pending the  
7 availability of funds. The portion of appropriation funded by FY 2013-14 local operating  
8 revenues shall be placed on Controller's Reserve until July 1, 2013. Release of project-  
9 related appropriation reserves by the Controller is also subject to the prior occurrence of the  
10 SFPUC's and the Board of Supervisors' discretionary adoption of CEQA findings for  
11 projects, following review and consideration of completed project-related environmental  
12 analysis, where required, pursuant to CEQA, the State CEQA Guidelines, and Chapter 31 of  
13 the San Francisco Administrative Code.  
14

15 Section 2.7 Associated Bond financing costs is also hereby de-appropriated by  
16 \$11,632,896, including but not limited to, issuance costs, debt service reserve, capitalized  
17 interest, rating agency, and disclosure costs, all on Controller's reserve pending receipt of  
18 bond proceeds. To the extent that net available bond proceeds after financing costs are  
19 more than budgeted, the Department may use such surplus bond proceeds as a substitute  
20 for other sources budgeted in this appropriation.  
21

22 Section 3.1 Ordinance de-appropriating \$56,370,059 in the existing Wastewater Capital  
23 Improvement Program for Fiscal Year 2013-2014 project budgets and appropriating  
24 \$38,878,486 of proceeds from existing revenue bonds and capacity fee revenues fund  
25 balance for revised Fiscal Year 2013-2014, placing \$28,500,000 on Controller's reserve

1 pending receipt of proceeds of indebtedness. and releasing ~~\$134,950,000~~ of the SSIP  
 2 program funds for Fiscal Year 2013-2014 on July 1, 2013 from Budget and Finance  
 3 Committee Reserve, pending the approval of the sizing, timing and scope by the Budget  
 4 and Finance Committee.

5  
 6 Section 3.2 The sources of funding were previously appropriated and are herein de-  
 7 appropriated and re-appropriated, and no additional funding is requested in this  
 8 supplemental appropriation ordinance as indicated by Attachment C. This supplemental  
 9 appropriation requests an appropriation of \$9,578,486 of Wastewater capacity fees fund  
 10 balance which will be substituted for Wastewater Revenue Bonds. The sources of funding  
 11 outlined below are herein appropriated to reflect the appropriation for Fiscal Year 2013-  
 12 2014.

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 15 **SOURCES De-appropriation/Appropriation – Wastewater Enterprise Capital**  
 16 **Improvement Projects**

Fund	Index Code / Project Code	Subobject	Description	Amount
5C CPF 13A - WWE- Capital Projects-2013A Bond Fund	*CWP5CCPF13A /- WWE30001 - Wastewater Bond/Commercial Paper	80111	Proceeds Sale of Bonds	(\$27,870,059)

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Fund	Index Code / Project Code	Subobject	Description	Amount
5C CPF CAP - WWE-	*CWP5CCPF10B / -	99999B	Capacity Fees	\$9,578,486
Capacity Fee	CWWRNRCS0000 -		- Fund Balance	
	Wastewater RnR Collection			
	System			
5C CPF 10B - 2010B	*CWP5CCPF10B -	99999B	Interest Income	\$800,000
WWE Revenue Bond	WWE30001 - Wastewater		- Fund Balance	
Fund(Taxable BAB)	Bond/Commercial Paper			
<b>Total SOURCES De-appropriation/Appropriation — Wastewater Enterprise Capital Improvement Projects</b>				<b><u>(\$17,491,573)</u></b>

Section 3.3 The uses of funding outlined below are herein de-appropriated and re-appropriated in Subobject 06700 Buildings Structures and Improvements, 06R00 Capital Renewal Projects, 081C4 Internal Audits and 06B00 Revenue Bond Oversight Committee and reflects the projected uses of funding to support the Commission approved Phase 1 Implementation of the SSIP for Fiscal Year 2013-14. Pending the approval by the Budget and Finance Committee regarding sizing, timing, and scope of the SSIP, ~~\$134,950,000~~ \$241,608,000 for the Wastewater Enterprise's FY2013-14 capital budget is released from Budget and Finance Committee reserve July 1, 2013.

1 **USES De-appropriation/Appropriation – Wastewater Enterprise Capital Improvement**  
 2 **Projects**

Fund	Index Code / Project Code	Subobject	Description	Amount
5C CPF 13A - WWE- Capital Projects- 2013A Bond Fund	CWPX5CCPF13A / CWWSIPTP00	06700 Buildings, Structures, and Improvements	SSIP Treatment Plant Improvements	(\$4,900,000)
5C CPF 13A - WWE- Capital Projects- 2013A Bond Fund	CWPX5CCPF13A / CWWSIPCT00	06700 Buildings, Structures, and Improvements	SSIP Central Bayside System Improvements	(\$3,700,000)
5C CPF 13A - WWE- Capital Projects- 2013A Bond Fund	CWPX5CCPF13A / CWWSIPCS00	06700 Buildings, Structures, and Improvements	SSIP Collection System Improvements	(\$15,730,000)
5C CPF 13A - WWE- Capital Projects- 2013A Bond Fund	CWPX5CCPF13A / CWWSIPFC00	06700 Buildings, Structures, and Improvements	SSIP Stormwater Management	(\$18,131,000)
5C CPF 13A - WWE- Capital Projects- 2013A Bond Fund	CWPX5CCPF13A / CWWRNRC0000	06R00 Capital Renewal Projects	Renewal & Replacement – Collection System	(\$10,378,486)

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Fund	Index Code / Project Code	Subobject	Description	Amount
5C CPF 13A - WWE- Capital Projects- 2013A Bond Fund	CWPX5CCPF13A / CWW30001	06700 Buildings, Structures, and Improvements	Financing Cost	(\$3,488,716)
5C CPF 13A - WWE- Capital Projects- 2013A Bond Fund	CWPX5CCPF13A / CWW30001	081C4 Internal Audits	City Services Auditor	(\$27,922)
5C CPF 13A - WWE- Capital Projects- 2013A Bond Fund	CWPX5CCPF13A / CWW30001	06B00 Revenue Bond Oversight Committee	Revenue Bond Oversight Committee	(\$13,935)
5C CPF 13A - WWE- Capital Projects- 2013A Bond Fund	CWPX5CCPF13A / CWW5IPRPL00	06700 Buildings, Structures, and Improvements	Planning / Budget	\$8,000,000
5C CPF 13A - WWE Capital Projects- 2013A Bond Fund	CWPX5CCPF13A / CWW5IPSE00	06700 Buildings, Structures, and Improvements	Treatment Plant Improvements - Southeast	\$500,000
5C CPF CAP - WWE Capacity Fee	CWPX5CCPFCAP / CWWRNRC0000	06R00 Capital Renewal Projects	Renewal & Replacement - Collection System	\$9,578,486

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Fund	Index Code / Project Code	Subobject	Description	Amount
5C CPF 10B - 2010B	CWPX5CCPF10B /	06700 Buildings,	Renewal &	\$800,000
WWE Revenue Bond Fund (Taxable BAB)	CWWRNRCS0000	Structures, and Improvements	Replacement – Collection System	
5C CPF 13A - WWE- Capital Projects- 2013A Bond Fund	CWPX5CCPF13A / CWWFAC02	06700 Buildings, Structures, and Improvements	Collection System Consolidation	\$10,000,000
5C CPF 13A - WWE- Capital Projects- 2013A Bond Fund	CWPX5CCPF13A / CWWFAC03	06700 Buildings, Structures, and Improvements	Southeast Community Center Improvements	\$10,000,000
<b>Total USES De-appropriation / Appropriation – Wastewater Enterprise Capital Improvement Projects</b>				<b>(\$17,491,573)</b>

Section 3.4 Of the above de-appropriated amount, \$27,922 representing 0.2% of the expenditure budget net of bond financing and audit costs is to be de-appropriated from the Controller's Audit Fund, pursuant to Charter Appendix F1:113; and \$13,935, representing 0.05% of gross bond proceeds is to be de-appropriated and available from the Public Utilities Commission Revenue Bond Oversight Committee, pursuant to Administrative Code Section 5A.31. These appropriations may be increased or decreased by the Controller based on changes to expenditure appropriations or actual gross bond proceeds to conform

1 to the applicable Charter and Administrative Code formulas.

2

3 Section 3.5 Of the above de-appropriated amount, \$3,488,716 is de-appropriated for bond  
4 financing costs, including but not limited to, issuance costs, debt service reserve, capitalized  
5 interest, rating agency, and disclosure costs, all on Controller's reserve pending receipt of  
6 bond proceeds. To the extent that net available bond proceeds after financing costs are  
7 more than budgeted, the Department may use such surplus bond proceeds as a substitute  
8 for other sources budgeted in this appropriation.

9

10 Section 3.6 The appropriations herein are effective as of July 1, 2013. The bond-funded  
11 portion of all included appropriation shall be placed on Controller's Reserve pending the  
12 availability of funds. Release of project-related appropriation reserves by the Controller is  
13 also subject to the prior occurrence of the SFPUC's and the Board of Supervisors'  
14 discretionary adoption of CEQA findings for projects, following review and consideration of  
15 completed project-related environmental analysis, where required, pursuant to CEQA, the  
16 State CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code.

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18 Section 3.7 The Controller is authorized to record transfers between funds and adjust the  
19 accounting treatment of sources and uses appropriated in this ordinance as necessary to  
20 conform to Generally Accepted Accounting Principles.

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APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By:   
Deputy City Attorney

FUNDS AVAILABLE:

BEN ROSENFELD, Controller

By:   
Date: 5/9/2013

Attachment A - Hetch Hetchy Enterprise

Funding Source

Project	Index Code	SUB FUND	SUB-OBJ	Description of Appropriation or Fund	Amount
CUH30000	*HHP5TCPF13A	5TCPF13A	80111	Water Revenue Bonds	(13,700,070)
CUHZZZ00	UHUHZZZ505T	5TAAAACP	9505T	ITI from Hetchy Funds (Hetchy Revenue)	(1,169,798)
CUH30000	*HHP5TCPF14A	5TCPF14A	80111	Power Revenue Bonds	2,799,665
PUHCAP00	548294	5TAAAACP	9999B	Hetchy Cap and Trade Allowance	1,169,798
CUH94763	320000	5TAAAAAA	99999B	GoSolar SF	2,000,000
TOTAL - Sources Adjustments					(8,900,405)

Use of Funds

Project	Index Code	SUB FUND	SUB-OBJ	Description of Appropriation or Fund	Amount
<b>Reduction of Appropriation</b>					
CUH10000	HHPX5TCPF13A	5TCPF13A	06700	Hetchy Water - Water Only Projects	(9,400,000)
CUH10100	511011	5TAAAACP	06700	Hetchy Water - Power Only Projects	(2,276,150)
CUH30000	HHPX5TCPF13A	5TCPF13A	06700	Hetchy Water Financing Costs	(4,714,216)
CUH30000	HHPX5TCPF13A	5TCPF13A	081C4	Hetchy Water - City Services Auditor	(16,854)
CUH30000	HHPX5TCPF13A	5TCPF13A	081XX	Hetchy Water - Revenue Bond Oversight Committee	(6,850)
Subtotal					(16,414,070)

Reallocation of Appropriation

CUH94763	519463	5TAAAACP	06700	GoSolar SF	2,000,000
CUH89601	518961	5TAAAACP	06700	Streetlights	1,741,000
CUH10100	HHPX5TCPF14A	5TCPF14A	06700	Hetchy Water - Power Only Projects	2,276,150
CUH10200	HHPX5TCPF13A	5TCPF13A	06700	Hetchy Joint Projects - Water	437,850
CUH10200	511021	5TAAAACP	06700	Hetchy Joint Projects - Power	535,150
CUH30000	HHPX5TCPF14A	5TCPF14A	06700	Hetchy Power Financing Costs	518,633
CUH30000	HHPX5TCPF14A	5TCPF14A	081C4	Hetchy Power - City Services Auditor	3,482
CUH30000	HHPX5TCPF14A	5TCPF14A	081XX	Hetchy Power - Revenue Bond Oversight Committee	1,400
Subtotal					7,513,665

TOTAL - Uses Adjustments	(8,900,405)
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Surplus/Shortfall	0
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Attachment B - Water Enterprise

Funding Source

Project	Index Code	SUB FUND	SUB-OBJ	Description of Appropriation or Fund	Amount
WTR3000100	*WTR5WCPF13A	5WCPF13A	80111	Proceeds from Sale of Bonds	(67,559,900)
CUWZZZZZ	UWUWZZZI505W	5WCPFLOC	9505W	ITI from Water Enterprise Funds	(10,850,000)
CUWZZZZZ	UWUWZZZG505W	5WCPFWCF	9505W	ITI from Water Enterprise Funds	(2,207,400)
CUWZZZZZ	UWAAAACP505W	5WAAAACP	9505W	ITI from Water Enterprise Funds	9,661,400
CUWZZZZZ	UWAAAACP505W	5WAAAACP	9505W	ITI from Water Enterprise Funds	52,041,076
CUWZZZZZ	UWUWZZZK505W	5WCPFACF	9505W	ITI from Water Enterprise Funds	1,400,000
CUW68301	*WTR5WCPFCAP	5WCPFCAP	9999B	Water Capacity Fee	1,727,924
TOTAL - Sources Adjustments					(15,786,900)

Use of Funds

Project	Index Code	SUB FUND	SUB-OBJ	Description of Appropriation or Fund	Amount
CUW26308	WTRX5WCPF13A	5WCPF13A	06700	Town of Sunol-Fire Suppression System	(3,900,000)
CUW27500	WTRX5WCPFLOC	5WCPFLOC	06R00	Watershed & Land Management	(278,600)
CUW27500	WTRX5WCPFWCF	5WCPFWCF	06R00	Watershed & Land Management	(517,400)
CUW27700	WTRX5WCPF13A	5WCPF13A	06700	Buildings & Ground Regional	(4,300,000)
CUW27700	WTRX5WCPFLOC	5WCPFLOC	06R00	Buildings & Ground Regional	(910,000)
CUW27700	WTRX5WCPFWCF	5WCPFWCF	06R00	Buildings & Ground Regional	(1,690,000)
CUW28000	WTRX5WCPF13A	5WCPF13A	06700	Local Water Conveyance/Distribution	(44,185,000)
CUW27001	WTRX5WCPF13A	5WCPF13A	06700	Treasure Island Capital Program	(3,000,000)
CUW68801	WTRX5WCPF13A	5WCPF13A	06700	Building & Grounds Improvements Local	(500,000)
WTR3000100	WTRX5WCPF13A	5WCPF13A	06700	Financing Costs	(11,632,896)
WTR3000100	WTRX5WCPF13A	5WCPF13A	081C4	City Services Auditor	(8,224)
WTR3000100	WTRX5WCPF13A	5WCPF13A	081XX	Revenue Bond Oversight Committee	(33,780)
Subtotal					(70,955,900)
CUW26808	WTRX5WAAAACP	5WAAAACP	06700	Town of Sunol-Fire Suppression System	6,084,000
CUW28001	WTRX5WAAAACP	5WAAAACP	06700	Local Water Conveyance/Distribution	42,457,076
CUW28000	WTRX5WCPFCAP	5WCPFCAP	06700	Local Water Conveyance/Distribution	1,727,924
CUW27001	WTRX5WAAAACP	5WAAAACP	06700	Treasure Island Capital Program	3,000,000
CUW68801	WTRX5WAAAACP	5WAAAACP	06700	Building & Grounds Improvements Local	500,000
CUW28100	502811	5WCPFACF	06R00	Pacific Rod & Gun Club Remediation	1,400,000
Subtotal					55,169,000
TOTAL - Uses Adjustments					(15,786,900)
Surplus/Shortfall					0

Attachment C - Wastewater Enterprise

Funding Source

Project	Index Code	SUB FUND	SUB-OBJ	Description of Appropriation or Fund	Amount
WWE30001	*CWP5CCPF13A	5CCPF13A	80111	Proceeds Sale of Bonds	(27,870,059)
CWWRNRCS0000	*CWP5CCPF13A	5CCPF13A	9999B	Wastewater Capacity Fee	9,578,486
WWE30001	*CWP5CCPF10B	5CCPF10B	99999B	Interest Income-Fund Balance	800,000
TOTAL - Sources Adjustments					(17,491,573)

Use of Funds

Project	Index Code	SUB FUND	SUB-OBJ	Description of Appropriation or Fund	Amount
<b>Reduction of Appropriation</b>					
<b>SSIP</b>					
CWWSIPTP00	CWPX5CCPF13A	5CCPF13A	06700	Treatment Plant Improvements	(4,900,000)
CWWSIPCT00	CWPX5CCPF13A	5CCPF13A	06700	Central Bayside System Improvements	(3,700,000)
CWWSIPCS00	CWPX5CCPF13A	5CCPF13A	06700	Collection System Improvements	(15,730,000)
CWWSIPFC00	CWPX5CCPF13A	5CCPF13A	06700	Stormwater Management	(18,131,000)
SSIP Reduction					(42,461,000)
<b>Other Sewer Projects</b>					
CWWRNRCS0000	CWPX5CCPF13A	5CCPF13A	06R00	Renewal & Replacement-Collection System	(10,378,486)
CWW30001	CWPX5CCPF13A	5CCPF13A	06700	Financing Cost	(3,489,116)
CWW30001	CWPX5CCPF13A	5CCPF13A	081C4	City Services Auditor	(27,922)
CWW30001	CWPX5CCPF13A	5CCPF13A	081XX	Revenue Bond Oversight Committee	(13,535)
Subtotal					(13,909,059)
Subtotal					(56,370,059)

Reallocation of Appropriation

SSIP

CWWSIPRPL00	CWPX5CCPF13A	5CCPF13A	06700	Program-Wide Planning & Management	8,000,000
CWWSIPSE00	CWPX5CCPF13A	5CCPF13A	06700	Treatment Plant Improvements - Southeast	500,000
SSIP Increase					8,500,000

Other Sewer Projects

CWWRNRCS0000	CWPX5CCPF13A	5CCPF13A	06R00	Renewal & Replacement-Collection System	9,578,486
CWWRNRCS0000	CWPX5CCPF10B	5CCPF10B	06700	Renewal & Replacement-Collection System	800,000
CWWFAC02	CWPX5CCPF13A	5CCPF13A	06700	Collection System Consolidation	10,000,000
CWWFAC03	CWPX5CCPF13A	5CCPF13A	06700	Southeast Community Center Improvements	10,000,000
Subtotal					30,378,486

Subtotal 38,878,486

Total SSIP Adjustment	(33,961,000)
Other - Increase	16,469,427
TOTAL - Uses Adjustments	(17,491,573)

Surplus/Shortfall 0



City and County of San Francisco  
**Tails**  
**Ordinance**

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

**File Number:** 130365

**Date Passed:** June 25, 2013

Ordinance amending the adopted FY2013-2014 Appropriation Ordinance and other adopted biennial capital appropriation ordinances for the Public Utilities Commission, including \$3,100,000 in de-appropriation and re-appropriation for the Hetch Hetchy Enterprise operating budget; de-appropriating \$16,414,070 and re-appropriating \$7,513,665 in capital projects in the Hetch Hetchy Capital Improvement Program projects; de-appropriating and re-appropriating \$1,996,000 in the Water Enterprise operating budget; de-appropriating \$70,955,900 and re-appropriating \$55,169,000 in the in the Water Enterprise Capital Improvement Program projects; and de-appropriating \$56,370,059 and re-appropriating \$38,878,486 in the Wastewater Enterprise Capital Improvement Program.

May 08, 2013 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

May 08, 2013 Budget and Finance Committee - RECOMMENDED AS AMENDED.

May 14, 2013 Board of Supervisors - CONTINUED ON FIRST READING

Ayes: 11 - Avalos, Breed, Campos, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

June 18, 2013 Board of Supervisors - PASSED, ON FIRST READING

Ayes: 11 - Avalos, Breed, Campos, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

June 25, 2013 Board of Supervisors - FINALLY PASSED

Ayes: 11 - Avalos, Breed, Campos, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

File No. 130365

I hereby certify that the foregoing  
Ordinance was FINALLY PASSED on  
6/25/2013 by the Board of Supervisors of the  
City and County of San Francisco.



---

Angela Calvillo  
Clerk of the Board



Mayor

7/3/13  
Date Approved

1 [Wastewater Revenue Bond Issuance - Not to Exceed \$522,810,000]

2  
3 **Ordinance approving the issuance and sale of wastewater revenue bonds by the San**  
4 **Francisco Public Utilities Commission in an aggregate principal amount not to**  
5 **exceed \$522,810,000 to finance various projects benefitting the Wastewater**  
6 **Enterprise pursuant to amendments to the Charter of the City and County of San**  
7 **Francisco enacted by the voters on November 5, 2002 as Proposition E; and ratifying**  
8 **previous actions taken in connection therewith.**

9  
10 NOTE: Additions are single-underline italics Times New Roman;  
11 deletions are ~~strike-through italics Times New Roman~~.  
12 Board amendment additions are double-underlined;  
13 Board amendment deletions are ~~strikethrough normal~~.

14 Be it ordained by the People of the City and County of San Francisco:

15 Section 1. Findings. The Board of Supervisors (the "Board") of the City hereby finds  
16 and declares as follows:

17 A. On November 5, 2002, the voters of the City and County of San Francisco (the  
18 "City") approved Proposition E, codified as Article VIII B of the Charter of the City (the  
19 "Charter"), which among other things, authorized the Commission to issue revenue bonds,  
20 including notes, commercial paper or other forms of indebtedness, when authorized by  
21 ordinance approved by a two-thirds vote of the Board of Supervisors, for the purpose of  
22 reconstructing, replacing, expanding, repairing or improving water facilities or clean water  
23 facilities, or combinations of water and clean water facilities under the jurisdiction of the  
24 Commission; and,  
25

1 B. The Commission adopted the Indenture dated as of January 1, 2003, as  
2 amended and supplemented, between the Commission and U. S. Bank National Association  
3 (the "Indenture") and in connection therewith, has from time to time issued revenue bonds  
4 to finance projects benefitting the Wastewater Enterprise; and,

5 C. By Ordinance No.147-11, adopted on (the "Prior Ordinance"), the Commission  
6 was authorized to spend \$30 million on capital projects for the Wastewater Enterprise and  
7 has now determined to fund such amount from the issuance of one or more additional series  
8 of revenue bonds pursuant to the Indenture (the "Wastewater Revenue Bonds"), and  
9 formally requested this Board of Supervisors to authorize the issuance and sale of the  
10 Wastewater Revenue Bonds for such purposes, pursuant to Section 8B.124 of the Charter,  
11 the Prior Ordinance and all such documents relating to the issuance of the Wastewater  
12 Revenue Bonds referenced therein being on file with the Clerk of the Board in File No.  
13 110387, which is hereby declared to be a part of this Ordinance as if set forth fully herein;  
14 and,

15 D. By Resolution No.12-0026 adopted on February 14, 2012 (the "Commission  
16 Resolution"), the Commission has determined to issue one or more additional series of  
17 revenue bonds in an aggregate principal amount not to exceed \$492,810,000 pursuant to  
18 the Indenture (the "Wastewater Revenue Bonds") to finance all or a portion of certain capital  
19 projects described therein benefitting the Wastewater Enterprise (the "Capital Projects" such  
20 projects as further described in the Commission Resolution), as well as for the payment of  
21 costs of issuance and other incidental costs related thereto, and formally requested this  
22 Board of Supervisors to authorize the issuance and sale of the Wastewater Revenue Bonds  
23 for such purposes, pursuant to Section 8B.124 of the Charter, such Commission Resolution  
24 and all such documents relating to the issuance of the Wastewater Revenue Bonds  
25

1 referenced therein being on file with the Clerk of the Board in File No. 120469, which is  
2 hereby declared to be a part of this Ordinance as if set forth fully herein; and,

3 E. Section 8B.124 of the Charter allows for the issuance of revenue bonds or other  
4 forms of indebtedness by ordinance approved by two-thirds of the Board, subject to the  
5 provision of certain certifications of an independent engineer retained by the Commission  
6 and certain certifications by the San Francisco Planning Department, which certifications  
7 shall make the findings and determinations set forth in Section 8B.124, and,

8 F. The Board now desires to authorize the issuance and sale of the Wastewater  
9 Revenue Bonds by the Commission pursuant to said Section 8B.124; provided however, the  
10 Commission shall file with the Commission Board and this Board of Supervisors any and all  
11 certifications required by Section 8B.124 of the Charter prior to the issuance of Wastewater  
12 Revenue Bonds authorized hereby; and,

13 G. This Board is concurrently considering with this ordinance Capital Improvement  
14 Program related supplemental appropriations totaling \$587,756,000 for fiscal years 2012  
15 through 2014, such amount being inclusive of the Wastewater Revenue Bonds authorized  
16 hereby.

17 Section 2. Approval of the Wastewater Revenue Bonds. Subject to the terms of this  
18 Ordinance, the Commission is hereby authorized to issue the Wastewater Revenue Bonds  
19 pursuant to Section 8B. 124 of the Charter to finance a portion of the design, acquisition and  
20 construction of the Capital Projects, as well as paying costs of issuance and other incidental  
21 costs relating thereto; and the Board hereby approves the issuance and sale of the  
22 Wastewater Revenue Bonds in one or more series from time to time by the Commission  
23 pursuant to Section 8B. 124 of the Charter and in accordance with the Prior Ordinance and  
24 the Commission Resolution, in an aggregate principal amount not to exceed \$522,810,000  
25 (inclusive of financing costs), at a maximum rate or rates of interest of not to exceed twelve

1 percent (12%) per annum. The Commission is hereby authorized to determine the timing,  
2 amount and manner of sale of each series of Wastewater Revenue Bonds issued pursuant  
3 to this authorization; provided however, the Commission's authorization to issue Wastewater  
4 Revenue Bonds is subject to approval by the Commission's Board of the form of offering  
5 document and the filing with its Board and the Clerk of the Board any certifications required  
6 by Proposition E prior to the issuance of any bonds herein authorized.

7 Section 3. General Authority. The Controller, Treasurer, the City Attorney and other  
8 officers of the City and their duly authorized deputies and agents are hereby authorized and  
9 directed, jointly and severally, to take such actions and to execute and deliver such  
10 certificates, agreements, requests or other documents, as they may deem necessary or  
11 desirable to facilitate the issuance, sale and delivery of the Wastewater Revenue Bonds, to  
12 obtain bond insurance or other credit enhancements with respect to the Wastewater  
13 Revenue Bonds, to obtain a surety bond, to obtain title and other insurance with respect to  
14 the facilities to be financed, and otherwise to carry out the provisions of this Ordinance.

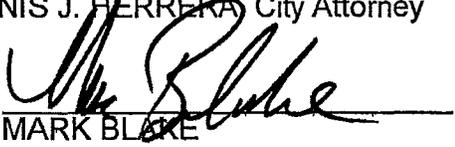
15 Section 4. Ratification of Prior Actions. All actions authorized and directed by this  
16 Ordinance and heretofore taken are hereby ratified, approved and confirmed by this Board.

17 Section 5. File Documents. All documents referred to as on file with the Clerk of the  
18 Board are in File Nos. 120469.

19 Section 6. Effective Date. Pursuant to Section 14.102 of the Charter, this Ordinance  
20 shall take effect thirty (30) days after its adoption.

21 APPROVED AS TO FORM:  
22 DENNIS J. HERRERA City Attorney

23 By:

24   
25 MARK BLAKE  
Deputy City Attorney



**City and County of San Francisco**  
**Tails**  
**Ordinance**

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

**File Number:** 120469

**Date Passed:** June 12, 2012

Ordinance approving the issuance and sale of wastewater revenue bonds by the San Francisco Public Utilities Commission in an aggregate principal amount not to exceed \$522,810,000 to finance various projects benefitting the Wastewater Enterprise pursuant to amendments to the Charter of the City and County of San Francisco enacted by the voters on November 5, 2002, as Proposition E; and ratifying previous actions taken in connection therewith.

May 24, 2012 Budget and Finance Committee - RECOMMENDED

June 05, 2012 Board of Supervisors - PASSED, ON FIRST READING

Ayes: 11 - Avalos, Campos, Chiu, Chu, Cohen, Elsbernd, Farrell, Kim, Mar, Olague and Wiener

June 12, 2012 Board of Supervisors - FINALLY PASSED

Ayes: 11 - Avalos, Campos, Chiu, Chu, Cohen, Elsbernd, Farrell, Kim, Mar, Olague and Wiener

File No. 120469

I hereby certify that the foregoing Ordinance was FINALLY PASSED on 6/12/2012 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo  
Clerk of the Board

  
Mayor

Date Approved

## PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 16-0057

WHEREAS, at a duly called and held election on November 5, 2002, a majority of voters voting on the measure approved Proposition E ("Proposition E of 2002"), codified as Article VIII B of the Charter of the City and County of San Francisco (the "City"), which, among other things, authorized the San Francisco Public Utilities Commission (the "Commission") of the City to issue its revenue bonds, including notes, commercial paper or other forms of indebtedness, when authorized by ordinance approved by a two-thirds vote of the Board of Supervisors of the City (the "Board"), for the purpose of reconstructing, replacing, expanding, repairing or improving water facilities or clean water facilities, or combinations of water and clean water facilities under the jurisdiction of the Commission and subject to the provision of certain certifications of an independent engineer retained by the Commission and certain certifications by the San Francisco Planning Department, which certifications make the findings and determinations set forth in Section 8B.124 of the Charter; and

WHEREAS, on June 12, 2012, the Board passed by a two-thirds vote its Ordinance No. 115-12, signed by the Mayor on June 18, 2012, approving the issuance and sale of wastewater revenue bonds pursuant to Article VIII B of the Charter of the City to finance various capital projects benefiting the Wastewater Enterprise, as well as paying the costs of issuance and other incidental costs relating thereto, in an aggregate principal amount not to exceed \$522,810,000; and

WHEREAS, on June 25, 2013, the Board passed by two-thirds vote Ordinance No. 123-13, which revised the fiscal year 2013-14 capital improvement project of the Commission and reduced appropriations under Ordinance No. 115-12 by \$27,870,059; and

WHEREAS, after the issuance of certain amounts of Public Utilities Commission of the City and County of San Francisco Wastewater Revenue Bonds, 2013 Series B, an aggregate principal amount not to exceed \$388,027,346, including \$60,582,634 in financing costs, remains authorized and unissued under Ordinance No. 115-12; and

WHEREAS, on July 2, 2014, the Board passed by two-thirds vote Ordinance No. 107-14, approving the issuance and sale of wastewater revenue bonds by the Commission pursuant to Article VIII B of the Charter of the City, in an aggregate principal amount not to exceed \$819,035,941, including \$109,629,000 in financing costs, to finance capital projects benefiting the Wastewater Enterprise; and WHEREAS, on June 9, 2015, the Board passed by two-thirds vote Ordinance No. 0089-15, which amended and supplemented Ordinance No. 107-14 to provide authority for the Commission to execute and deliver one or more State of California Water Resources Control Board Installment Sale Agreements in connection with State Revolving Loans, to finance capital projects benefiting the Wastewater Enterprise; and

WHEREAS, pursuant to Ordinance No. 107-14, as amended and supplemented, and Article VIIB of the Charter of the City, the Commission entered into an Installment Sale Agreement executed on January 12, 2016 (the "2016 SRF Loan"), with the California State Water Resources Control Board in the aggregate principal amount of up to \$7,435,000; and,

WHEREAS, an aggregate principal amount not to exceed \$819,035,941, plus any amount not drawn under the 2016 SRF Loan, remains authorized but unissued under Ordinance No. 107-14, as amended and supplemented; and

WHEREAS, the Board, at the request of the Commission, will consider a resolution on or after the date hereof, to authorize the issuance of not to exceed \$621,000,000 aggregate principal amount of wastewater revenue bonds, all or a portion of which may be designated by the Commission as "green bonds," for the purpose of financing or refinancing (through the retirement of commercial paper notes) various capital projects benefiting the Wastewater Enterprise (including reimbursing the Commission for certain capital costs previously paid with proceeds of wastewater commercial paper notes or from other moneys), pursuant to Article VIIB of the Charter of the City, Ordinance No. 115-12 and Ordinance No. 107-14, as amended and supplemented; and

WHEREAS, under the authority granted or proposed to be granted under Article VIIB of the Charter of the City and by the ordinances and resolution hereinabove mentioned, it is proposed that the Commission issue one or more series of wastewater revenue bonds, in an aggregate principal amount not to exceed \$621,000,000, for the purpose of financing or refinancing (through the retirement of commercial paper notes) various capital projects benefiting the Wastewater Enterprise (including reimbursing the Commission for certain capital costs previously paid with proceeds of wastewater commercial paper notes or from other moneys) (the "Bonds"), all pursuant to the Indenture, dated as of January 1, 2003 (as amended by the First Amendment to Indenture, dated as of May 1, 2010, and as supplemented by the First Supplemental Indenture dated as of May 1, 2010, the Second Supplemental Indenture, dated as of January 1, 2013, and the Third Supplemental Indenture, dated as of February 1, 2013, the "Indenture"), each by and between the Commission and U.S. Bank National Association (formerly doing business as "U.S. Bank, N.A."), as trustee (the "Trustee"), and one or more supplemental indentures as herein provided; and

WHEREAS, it is proposed that such Bonds be issued as obligations the interest on which is exempt from federal income tax pursuant to one or more supplemental indentures, between the Commission and the Trustee (each, a "Supplemental Indenture") to finance or refinance the cost of the acquisition, construction and equipping of the projects; and

WHEREAS, it is proposed that each series of Bonds be sold in a competitive sale pursuant to an official notice of sale (the "Official Notice of Sale") and a notice of intention to sell bonds (the "Notice of Intention to Sell"), or a negotiated sale pursuant to a Bond Purchase Contract (the "Bond Purchase Contract"), or in some combination of competitive and negotiated sales; and

WHEREAS, it is proposed that one or more official statements (each an "Official Statement" and collectively the "Official Statements") be used in connection with the offering and sale of the Bonds from time to time; and

WHEREAS, it is proposed that a continuing disclosure certificate (the "Continuing Disclosure Certificate") be executed and delivered with respect to each series of Bonds in order to assist the purchasers or underwriters thereof in complying with Securities and Exchange Commission Rule 15c2-12 ("Rule 15c2-12"); and

WHEREAS, pursuant to Article IX of the Indenture, the Indenture may be amended from time to time upon compliance with the terms and conditions provided in said Article IX; and

WHEREAS, the voters of the City approved Proposition P in November 2002 pursuant to which this resolution and the Bonds are subject to the provisions of Section 5A.30 et seq. ("Public Utilities Revenue Bond Oversight Committee") of Chapter V of the San Francisco Administrative Code (the "Proposition P Requirements"), including the requirement that, to the extent permitted by law, one-twentieth of one percent (0.05%) of the gross proceeds of the Bonds shall be deposited in a fund established by the Office of the Controller of the City (the "Controller's Office") and appropriated by the Board at the direction of the Public Utilities Revenue Bond Oversight Committee to cover the costs of said committee; and

WHEREAS, the Commission has been presented with and has examined the proposed form of a Supplemental Indenture for each series of Bonds, an Official Notice of Sale, a Notice of Intention to Sell, a Bond Purchase Contract, a Preliminary Official Statement and a Continuing Disclosure Certificate; and

WHEREAS, the Commission is duly authorized and empowered, pursuant to each and every requirement of law, to authorize the foregoing transactions and issue the Bonds in one or more series and to authorize the publication, execution and delivery for each series of Bonds (as appropriate) of a Supplemental Indenture, an Official Notice of Sale, a Notice of Intention to Sell, a Bond Purchase Contract, an Official Statement, a Continuing Disclosure Certificate and related documents for the purposes, in the manner and upon the terms provided herein; and

WHEREAS, Section 1.150-2(f) of the United States Income Tax Regulations (the "Treasury Regulations") provides generally that proceeds of tax-exempt debt may be used to reimburse an expenditure made prior to the issuance of such debt if such expenditures are "preliminary expenditures" of the type described in Section 1.150-2(f) of the Treasury Regulations; and

WHEREAS, the Commission intends to reimburse from a portion of the proceeds of the Bonds certain preliminary expenditures of the type described in Section 1.150-2(f) of the Treasury Regulations (the "Preliminary Expenditures"); and

WHEREAS, Article VIII B of the Charter of the City (Section 8B.124) allows for the issuance of revenue bonds and other forms of indebtedness, subject to the provision of certain certifications of an independent engineer retained by the Commission and certain certifications by the San Francisco Planning Department, which certifications make the findings and determinations set forth in Section 8B.124; and

WHEREAS, certificates intended to meet the requirements set forth in Section 8B.124 will have been presented for review by the Board (the "Certificates"), and the Certificates will be filed with the Clerk of the Board and the Secretary of the Commission prior to the issuance of the Bonds; now, therefore, be it

RESOLVED by the Public Utilities Commission of the City and County of San Francisco, as follows:

Section 1. Issuance of the Bonds. The issuance of the Bonds, in one or more series and on such dates, and in such amounts and at such times as the Commission may determine, in an aggregate principal amount not to exceed \$621,000,000, is hereby authorized and approved by the Commission (subject to Board approval) pursuant to Article VIII B of the Charter of the City, Ordinance No. 115-12 and Ordinance No. 107-14, as amended and supplemented (collectively, the "Ordinances"), and subject to the limitations and conditions provided herein. The Bonds may be issued for the purpose of (a) financing or refinancing (through the retirement of commercial paper notes) various capital projects benefiting the Wastewater Enterprise (including reimbursing the Commission for certain capital costs previously paid with the proceeds of wastewater commercial paper notes or other moneys), as may be determined by the General Manager, (b) financing capitalized interest and (c) paying costs of issuance of the Bonds. If determined to be beneficial to the Commission by the General Manager, with the advice of the Financial Advisors, Bond proceeds may also be applied to costs associated with (i) the provision of credit enhancement of any Bonds (including without limitation bond insurance policies and/or reserve fund surety bonds or insurance policies), and (ii) the funding of debt service reserves for the Bonds, if any.

The Bonds shall be issued in accordance with the Ordinances, this resolution, the Indenture and the Charter, including but not limited to, the provision of certifications required by Section 8B.124 of the Charter to the Secretary of the Commission and the Clerk of the Board. The General Manager is hereby authorized and directed to determine the aggregate principal amount of Bonds to be issued from time to time (subject to the maximum amount and further limitations and conditions set forth herein) and to determine the various titles and series designations of the Bonds. The Bonds may be issued as tax-exempt bonds or taxable bonds, or any combination thereof. The forms of the Bonds, in substantially the forms set forth in the forms of the Supplemental Indentures presented to this meeting, are hereby approved. The General Manager of the Commission is hereby authorized and directed to approve and to execute the Bonds by manual or facsimile signature, and the Secretary of the Commission is hereby authorized and directed to attest, by manual or facsimile signature, with such changes, additions, amendments or modifications thereto which they may approve with the advice of the City Attorney, such approval to be conclusively evidenced by the execution and delivery of the Bonds, subject to the limitations set forth in Section 2 hereof.

Section 2. Sale of the Bonds. The sale of the Bonds, in one or more series and on one or more dates, is hereby authorized and approved by the Commission, subject to Board approval pursuant to the Charter and subject to the limitations and conditions provided herein. The Commission hereby delegates to the General Manager the authority to determine, with the advice of the Financial Advisors, whether to sell the Bonds from time to time by negotiated sale or competitive sale, provided that the General Manager shall not approve the sale of the Bonds on a negotiated basis until he determines, upon consultation with the Financial Advisors, that (i) the sale of the Bonds through a negotiated process is likely to

enhance the ability of the Commission to timely sell the Bonds or to achieve a lower overall cost to the Commission, or both, and (ii) the requirements of Section VIII of the Commission's Debt Management Policies and Procedures, as the same may have been amended and in effect at the time of such determination, have been satisfied. The interest rate or rates on the Bonds shall not exceed twelve percent (12%) and the final maturity of any Bonds shall not be later than 40 years after the issue date of such series.

Section 3. Disposition of Revenues: Rate Covenant. Section 5.01(c) of the Indenture, which sets forth the disposition of Revenues (as defined in the Indenture) applicable to the Bonds relating to the Wastewater Enterprise is hereby confirmed by the Commission and the Commission further confirms, pledges and covenants with the holders of the Bonds that the Revenues shall be appropriated and expended in the order of priority set forth in Section 5.01(c) of the Indenture, as the same may be amended from time to time. This Commission also declares that the Commission will comply with all of the terms, provisions and covenants contained in the Indenture, as the same may be amended from time to time, including the covenants to establish, fix, prescribe and collect rates, fees and charges sufficient to enable the Commission to comply with the terms, conditions and covenants of the Indenture.

Section 4. Supplemental Indentures. The proposed form of the Fourth Supplemental Indenture for the Bonds submitted to this Commission, and the terms and conditions thereof, is hereby approved. The General Manager of the Commission or their designees are authorized and directed to execute and deliver and the Secretary of the Commission or the designee thereof is authorized to attest one or more Supplemental Indentures in such form, with such additions thereto or changes therein which they may approve with the advice of the City Attorney, such approval to be conclusively evidenced by the execution and delivery of such Supplemental Indentures. The Secretary of the Commission is directed to file a copy of the form of Supplemental Indenture with the minutes of this meeting. Subject to the further limitations hereof, the principal amount, date, maturity date or dates, maximum interest rate or rates, series designation, interest payment dates, forms, registration privileges, place or places of payment, terms of redemption, insurance provisions and other terms of each series of Bonds shall be as provided in the Indenture.

Section 5. Preliminary Official Statements and Official Statements. The Preliminary Official Statement for the Bonds (the "Preliminary Official Statement"), in substantially the form submitted to the Commission, is hereby approved, and the General Manager or the General Manager's designee is hereby authorized to certify from time to time, for and on behalf of the Commission, that the Preliminary Official Statement, with such changes, additions and supplements as they may deem necessary or appropriate in the interest of the Commission, in consultation with the City Attorney, is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12). The Preliminary Official Statement is hereby authorized to be used from time to time in connection with the marketing of the Bonds, and the Official Notice of Sale for the Bonds, if applicable. In connection with the sale of all or a portion of the Bonds, the General Manager is hereby authorized and directed, for and on behalf of the Commission, to execute the Official Statement for such Bonds, in substantially the form of the Preliminary Official Statement, and to cause the delivery of such Official Statement to the purchasers of the Bonds, respectively.

The Commission hereby authorizes the preparation of one or more preliminary official statements for any additional series of Bonds to be issued pursuant to this resolution from time to time. The General Manager, the Deputy General Manager, Chief Operating Officer, Chief Financial Officer and the Assistant General Manager, Business Services, of the Commission and the officers of the City are hereby authorized to take such actions as necessary to cause the preparation of such additional preliminary official statements, provided, however, that any preliminary official statement shall be subject to the approval of the Commission prior to being used in connection with the marketing of any additional series of Bonds.

Section 6. Competitive Sale: Official Notice of Sale. If the General Manager determines to sell all or a portion of any series of Bonds by competitive sale from time to time, the proposed form of Official Notice of Sale inviting bids for such Bonds, submitted to this Commission, is hereby approved, and the Financial Advisors are hereby authorized and directed to disseminate the Official Notice of Sale to prospective bidders in connection with each sale of Bonds, with such additions, changes and corrections thereto as the General Manager shall approve with the advice of the City Attorney, such approval to be conclusively evidenced by the dissemination thereof to prospective bidders. In a competitive sale, sealed proposals shall be received on such date or dates as shall be selected and changed as necessary by the General Manager for the purpose of the sale of such series of Bonds, in accordance with the terms and conditions of the applicable Official Notice of Sale. In a competitive sale, the General Manager is hereby authorized to award such series of Bonds to be sold to the highest responsible bidder, so long as such bid shall provide a true interest cost to the Commission of not to exceed twelve percent (12%) per annum, and the price to be paid to the Commission for such series of Bonds shall not be less than the par value thereof. If such true interest cost and price are acceptable to the General Manager and satisfy the foregoing criteria, the General Manager is hereby authorized and directed to accept, on behalf of the Commission, the best responsive bid for such series of Bonds. The Secretary of the Commission is directed to file a copy of the proposed form of Official Notice of Sale with the minutes of this meeting.

Section 7. Notice of Intention to Sell. The proposed form of Notice of Intention to Sell, submitted to this Commission, is hereby approved. If the General Manager determines to sell all or a portion of any series of Bonds by competitive sale, the General Manager is hereby authorized and directed to cause a Notice of Intention to Sell, subject to such corrections, revisions or additions as may be approved by the General Manager (such approval to be conclusively evidenced by the publication thereof), to be published once at least ten (10) days before the date of sale of the applicable series of Bonds in a newspaper of general circulation in the City and the Commission's service area, and in a publication generally circulated throughout the state or reasonably expected to be disseminated among prospective bidders for the Bonds. The Secretary of the Commission is directed to file a copy of said form of Notice of Intention to Sell with the minutes of this meeting.

Section 8. Negotiated Sale: Bond Purchase Contract. If the General Manager determines to sell all or a portion of a series of Bonds by negotiated sale from time to time pursuant to the authority granted in Section 2 hereof, the General Manager is hereby authorized to select and appoint one or more underwriters (each, an "Underwriter" and, collectively, the "Underwriters") from the Commission's or the City's pool of prequalified underwriters in accordance with the City's policies and procedures with respect thereto,

subject to the limits on underwriter compensation set forth below. The General Manager is hereby authorized and directed, for and on behalf of and in the name of the Commission, to sell at one or more negotiated sales, Bonds in such aggregate principal amount as the General Manager may determine, subject to the further limitations and conditions hereof. The General Manager or his designee is hereby authorized to enter into a Bond Purchase Contract with one or more of the Underwriters, individually or collectively as the General Manager deems appropriate, substantially in the form presented at this meeting and on file with the Secretary of the Commission, with such changes and additions as the General Manager may approve upon consultation with the City Attorney, such approval to be evidenced conclusively by the execution and delivery of each such Bond Purchase Contract; provided, however, that the total compensation to the Underwriters shall not exceed one percent (1%) of the par value of such series of Bonds. Bonds sold in a negotiated sale shall be delivered to the Underwriters upon payment of the purchase price agreed upon in the applicable Bond Purchase Contract, together with accrued interest, if any.

Section 9. Continuing Disclosure Certificate. The proposed form of Continuing Disclosure Certificate for the Bonds, submitted to this Commission, is hereby approved. The General Manager or the General Manager's designee is hereby authorized and directed to execute a Continuing Disclosure Certificate for each series of Bonds from time to time, substantially in the form submitted to this Commission, with such additions, changes and corrections thereto as the General Manager or the designee thereof shall approve with the advice of the City Attorney, such approval to be conclusively evidenced by the execution and delivery of such Continuing Disclosure Certificate. The Secretary of the Commission is directed to file a copy of said form of Continuing Disclosure Certificate with the minutes of this meeting.

Section 10. Proposition P. Pursuant to Proposition P approved by the voters of the City in November 2002, this resolution and the Bonds are subject to, and incorporate by reference, the Proposition P Requirements. Pursuant to the Proposition P Requirements, to the extent permitted by law, one-twentieth of one percent (0.05%) of the gross proceeds of the Bonds shall be deposited in a fund established by the Controller's Office and appropriated by the Board at the direction of the Public Utilities Revenue Bond Oversight Committee established by Proposition P Requirements to cover the costs of said committee.

Section 11. Allocation. The Commission will make a reimbursement allocation, which is a written allocation by the Commission that evidences the Commission's use of proceeds of the Bonds to reimburse Preliminary Expenditures.

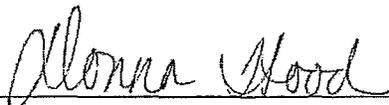
Section 12. General Authority. The General Manager, the Deputy General Manager, Chief Operating Officer and Chief Financial Officer and the Assistant General Manager, Business Services, of the Commission and the officers of the City are hereby authorized and directed, each acting alone, for and in the name and on behalf of this Commission, to execute and deliver any and all documents, certificates and representations, including, but not limited to, signature certificates, no-litigation certificates, tax certificates, letters of representation relating to book-entry registration, custody agreements, filing agent agreements, and certificates concerning the contents of the Official Statement and the Preliminary Official Statement, to contract for municipal bond insurance for all or a portion of the Bonds if determined by the General Manager, with the advice of the Financial Advisors, to be beneficial to the Commission, to contractor one or more surety bonds or insurance policies

for the debt service reserves, if any, for the Bonds if determined by the General Manager, with the advice of the Financial Advisors, to be beneficial to the Commission, to designate all or portion of a series of Bonds as "green bonds," to do any and all things and take any and all actions which may be necessary or advisable, in their discretion, to effectuate the issuance and sale of the Bonds, the financing or refinancing of the capital projects benefiting the Wastewater Enterprise, the retirement of commercial paper, and the other actions which the Commission has approved in this resolution. The General Manager is authorized to delegate any of the responsibilities or duties set forth in this resolution to the Deputy General Manager, Chief Operating Officer, Chief Financial Officer or to the Assistant General Manager, Business Services, of the Commission.

Section 13. Ratification. All actions heretofore taken by the officials, employees and agents of the Commission with respect to the authorization, sale and issuance of the Bonds are hereby approved, confirmed and ratified.

RESOLVED, this resolution shall take effect from and after its adoption.

*I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting March 22, 2016.*

  
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 415.554.347

**TO:** Angela Calvillo, Clerk of the Board  
**FROM:** Grace Kay, Policy and Government Affairs  
**DATE:** April 4, 2016  
**SUBJECT:** Public Utilities Commission – Issuance of Wastewater Revenue Bonds – Not to Exceed \$621,000,000

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2016 APR -4 PM 11:25  
AK

Attached please find an original and one copy of a proposed resolution approving the issuance of wastewater revenue bonds to be issued by the Public Utilities Commission of the City and County of San Francisco in an aggregate principal amount not to exceed \$621,000,000 to finance and refinance capital projects benefiting the Wastewater Enterprise pursuant to amendments to the Charter of the City and County of San Francisco enacted by voters on November 5, 2002 as Proposition E; affirming covenants contained in the indenture pursuant to which the wastewater revenue bonds are issued; authorizing the taking of appropriate actions in connection therewith; and related matters.

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

1. Board of Supervisors Resolution
2. Ordinance No. 123-13
3. Ordinance No. 115-12
4. Ordinance No. 089-15
5. Ordinance No. 107-14
6. SFPUC Resolution 16-0057

Please contact Grace Kay at 554-0758 if you need additional information on these items.

- Edwin M. Lee**  
Mayor
- Francesca Vietor**  
President
- Anson Moran**  
Vice President
- Ann Moller Caen**  
Commissioner
- Vince Courtney**  
Commissioner
- Ike Kwon**  
Commissioner
- Harlan L. Kelly, Jr**  
General Manag

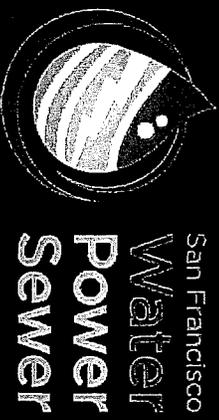


# SFPUC Wastewater Enterprise Revenue Bond Authorization, Series 2016 A

File # 160317  
Received in Committee  
4/20/16  
J.M.

Board of Supervisors  
Budget & Finance Committee  
April 20, 2016

Eric Sandler, CFO &  
AGM Business Services





San Francisco  
Water  
Power  
Sewer

# Agenda

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- Transaction Description
- Sources and Uses of Funds
- Board Resolution
- Form of Transaction Documents
- Disclosure Questions & Answers
- Transaction Schedule

3608



San Francisco  
Water  
Power  
Sewer

## Transaction Description

---

- \$621M not-to-exceed par amount
- Plan for bonds to be sold competitively, and as tax-exempt, senior lien, long-term, fixed rate debt; pending Green Bonds certification
- Finance SSIP, R&R, and other Capital Projects  
Previously budgeted in FY 2012-13, FY 2013-14  
& FY 2014-15
- Refunds \$135M Commercial Paper
- Provides \$443M in New Money proceeds
- Bonds authorized by BOS Ordinances 115-12, and 107-14



# Sources and Uses of Funds

---

## Sources:

Bond Proceeds:

Par Amount

\$621,000,000

Total

\$621,000,000

## Uses:

Project Fund Deposits:

\$577,987,000

Capitalized Interest Fund

\$40,085,000

Cost of Issuance

\$1,000,000

Underwriter's Discount

\$1,928,000

Total

\$621,000,000



## Board of Supervisors Resolution

---

- Approve the issuance of up to \$621,000,000 of Wastewater Revenue Bonds under Proposition E to fund previously authorized capital projects
- Affirm covenants contained in the Wastewater Revenue bonds indenture
- Approve the form of related bond financing documents
- Delegate execution of bond issuance to SFPUC General Manager



# Form of Transaction Documents

---

1. **Preliminary Official Statement (POS)**  
Disclosure describing bond terms and condition of the Wastewater Enterprise
2. **Fourth Supplemental Indenture**  
Agreement between SFPUC and investors
3. **Notice of Intention to Sell**  
Notifies financial community of pending bond issuance
4. **Official Notice of Sale**  
Notifies underwriters of bidding parameters for competitive bond sale
5. **Bond Purchase Contract**  
Outlines terms of bond sale in the event of a negotiated transaction
6. **Continuing Disclosure Certificate** (Appendix in POS)  
Outlines disclosure reporting requirements during term of bonds



# Disclosure Questions & Answers

## Key Disclosure Issues

Purpose of Issuance

To finance previously authorized projects for the effective operation of the Wastewater Enterprise (WWE) and refund \$135M in outstanding commercial paper

Structure of Bonds

Senior lien, long-term fixed rate debt

Method of Sale

The Bonds will be sold competitively

Bond Repayment

Repaid from net revenues of the WWE, in accordance with the Wastewater Indenture



# Disclosure Questions & Answers, Cont.

## Key Disclosure Issues, Continued

How much debt does the WWE have?

Approximately \$1.3 billion, including proposed 2016 Bonds

How will the Bonds impact rates?

WWE rates will be set at approximately \$8/month higher per average bill to meet the increased costs; already factored in 10-Year Financial Plan

What will the impact of the Bonds be on SFPUC credit ratings?

No negative impact anticipated from the issuance of the Bonds



# Transaction Schedule

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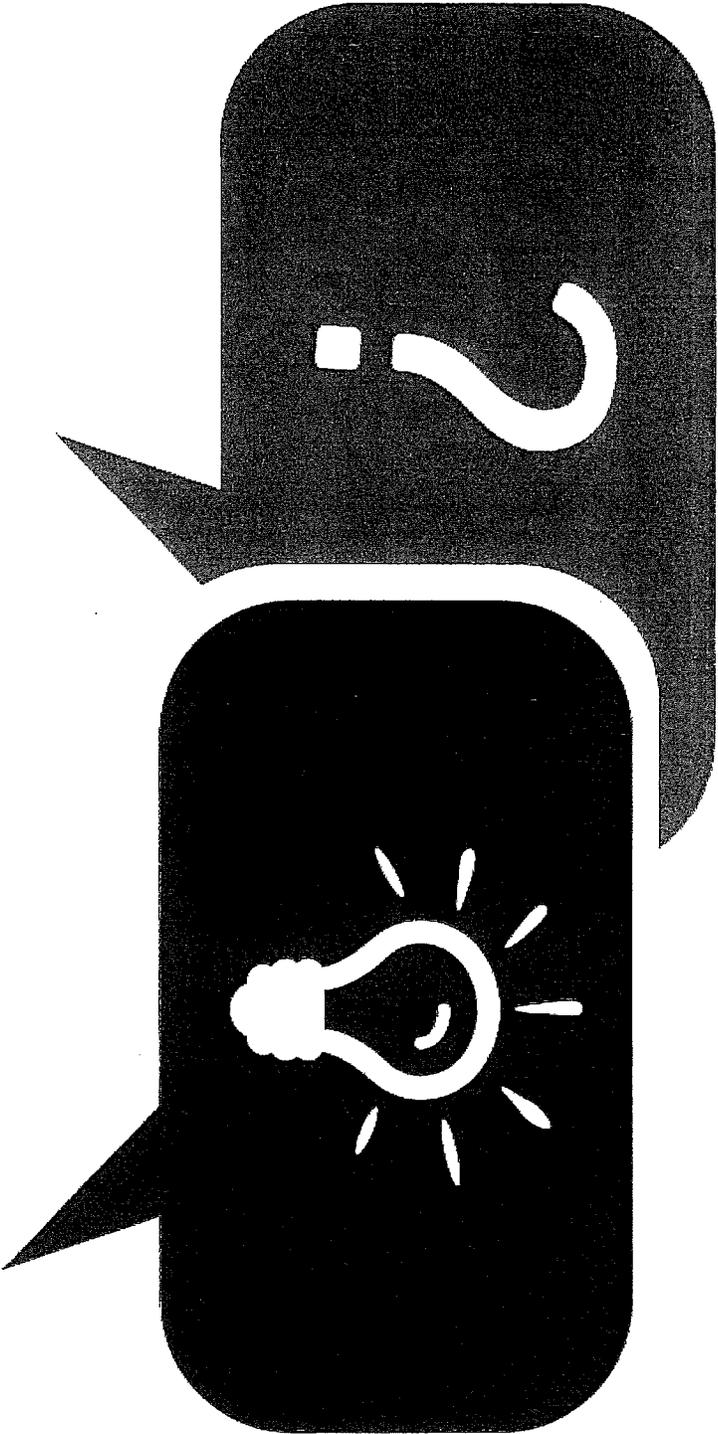
## Bond Sale Schedule

Commission	March 22, 2016
Board of Supervisors Budget & Finance	April 20, 2016
Board of Supervisors	April 26, 2016
Bond Pricing	May 10, 2016 (est)
Bond Closing	May 24, 2016 (est)



San Francisco  
Water  
Power  
Sewer

# Discussion



File # 160317

Stradling Yocca Carlson & Rauth  
Draft of 2/17/16

**FOURTH SUPPLEMENTAL INDENTURE**

**by and between**

**PUBLIC UTILITIES COMMISSION OF THE  
CITY AND COUNTY OF SAN FRANCISCO**

**and**

**U.S. BANK NATIONAL ASSOCIATION, as Trustee**

**Dated as of \_\_\_\_\_ 1, 2016**

**AUTHORIZING THE ISSUANCE OF**

**\$ \_\_\_\_\_ AGGREGATE PRINCIPAL AMOUNT OF  
PUBLIC UTILITIES COMMISSION OF THE  
CITY AND COUNTY OF SAN FRANCISCO  
WASTEWATER REVENUE BONDS,  
2016 SERIES A  
(GREEN BONDS)**

**(Supplemental to the Indenture dated as of January 1, 2003, as amended and supplemented)**

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE XXVI	
DEFINITIONS.....	4
Section 26.01. Definitions.....	4
ARTICLE XXVII	
PROVISIONS RELATING TO 2016 SERIES A BONDS .....	6
Section 27.01. Authorization and Terms of 2016 Series A Bonds .....	6
Section 27.02. Forms of 2016 Series A Bonds .....	8
Section 27.03. Use of Depository .....	8
Section 27.04. Issuance of 2016 Series A Bonds.....	9
Section 27.05. Application of Proceeds of 2016 Series A Bonds.....	9
Section 27.06. Establishment and Application of the 2016 Series A Rebate Fund .....	11
Section 27.07. Establishment and Application of the 2016 Series A Capital Project Account and the 2016 Series A Reimbursement Account .....	12
Section 27.08. Terms of Redemption – 2016 Series A Bonds.....	13
Section 27.09. 2016 Series A Sinking Fund Account.....	14
Section 27.10. Tax Covenants.....	15
Section 27.11. Continuing Disclosure.....	16
Section 27.12. No Additional Senior State Loans .....	16
ARTICLE XXVIII	
MISCELLANEOUS .....	16
Section 28.01. Terms of 2016 Series A Bonds Subject to the Indenture .....	16
Section 28.02. Effective Date of Fourth Supplemental Indenture .....	17
Section 28.03. Execution in Counterparts.....	17
ARTICLE XXIX	
ADDITIONAL CITY REQUIREMENTS.....	17
Section 29.01. Local Business Enterprise Utilization; Liquidated Damages.....	17
Section 29.02. Nondiscrimination; Penalties .....	18
Section 29.03. MacBride Principles-Northern Ireland.....	19
Section 29.04. Tropical Hardwood and Virgin Redwood Ban .....	19
Section 29.05. Drug-Free Workplace Policy .....	19
Section 29.06. Compliance with Americans with Disabilities Act.....	19
Section 29.07. Sunshine Ordinance .....	20
Section 29.08. Limitations on Contributions .....	20

Section 29.09. Requiring Minimum Compensation for Covered Employees..... 20

Section 29.10. Requiring Health Benefits for Covered Employees..... 22

Section 29.11. Prohibition on Political Activity with City Funds ..... 23

Section 29.12. Conflict of Interest ..... 23

Section 29.13. Earned Income Credit (EIC) Forms ..... 24

Section 29.14. Preservative-treated Wood Containing Arsenic..... 24

Section 29.15. Nondisclosure of Private Information..... 24

Section 29.16. Proprietary or Confidential Information of City ..... 25

Section 29.17. Compliance with Laws..... 25

Section 29.18. Works for Hire ..... 25

Section 29.19. Resource Conservation ..... 25

Section 29.20. Public Access to Meetings and Records ..... 25

Section 29.21. Guaranteed Maximum Costs..... 26

Section 29.22. Submitting False Claims; Monetary Penalties ..... 26

Section 29.23. Agreement Made in California; Venue ..... 26

Section 29.24. Ownership of Results ..... 26

Section 29.25. Audit and Inspection of Records..... 27

Section 29.26. Subcontracting ..... 27

Section 29.27. Assignment ..... 27

Section 29.28. Non-Waiver of Rights..... 27

Section 29.29. City a Third Party Beneficiary ..... 27

Section 29.30. Food Service Waste Reduction Requirements..... 27

Section 29.31. Graffiti Removal ..... 28

Signatures ..... S-1

Exhibit F Form of 2016 Series A Bond ..... F-1

**FOURTH SUPPLEMENTAL INDENTURE**

**(Supplemental to the Indenture dated as of January 1, 2003, as amended and supplemented)**

**Authorizing the Issuance of  
\$ \_\_\_\_\_ Aggregate Principal Amount of  
Public Utilities Commission of the  
City and County of San Francisco  
Wastewater Revenue Bonds,  
2016 Series A  
(Green Bonds)**

This Fourth Supplemental Indenture, dated as of \_\_\_\_\_ 1, 2016 (this “Fourth Supplemental Indenture”), by and between PUBLIC UTILITIES COMMISSION OF THE CITY AND COUNTY OF SAN FRANCISCO (the “Commission”), a commission duly constituted under the Charter (the “Charter”) of the City and County of San Francisco (the “City”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as trustee (the “Trustee”);

**WITNESSETH:**

**WHEREAS**, this Fourth Supplemental Indenture is supplemental to the Indenture, dated as of January 1, 2003 (the “Original Indenture”), between the Commission and the Trustee (previously known as U.S. Bank, N.A.), as amended by a First Amendment to Indenture dated as of May 1, 2010 (the “First Amendment”), and as supplemented by a First Supplemental Indenture, dated as of May 1, 2010 (the “First Supplemental Indenture”), a Second Supplemental Indenture, dated as of January 1, 2013 (the “Second Supplemental Indenture”) and a Third Supplemental Indenture, dated as of February 1, 2013 (the “Third Supplemental Indenture” and together with the First Amendment, First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and the Original Indenture, the “Indenture”);

**WHEREAS**, in January, 2003, the Commission issued the first series of Bonds under the Indenture designated the “Public Utilities Commission of the City and County of San Francisco Clean Water Revenue Bonds, 2003 Refunding Series A” (the “2003 Refunding Series A Bonds”), in the original principal amount of \$396,270,000, for the purpose of (i) refunding certain sewer revenue bonds previously issued by the City to finance and refinance the acquisition of improvements to the Enterprise (as defined in the Indenture), which had previously been owned and operated by the City, (ii) funding a reserve account for the 2003 Refunding Series A Bonds and (iii) paying costs of issuance, all as set forth in the Indenture;

**WHEREAS**, in May, 2010, the Commission issued the second series of Bonds under the Indenture designated the “Public Utilities Commission of the City and County of San Francisco Wastewater Revenue Bonds, 2010 Series A” (the “2010 Series A Bonds”), in the original principal amount of \$47,050,000, to refund certain commercial paper notes issued by the Commission to finance a portion of the Capital Improvement Program (“CIP”), to fund a reserve account for the 2010 Series A Bonds and to pay costs of issuance, all as set forth in the Indenture;

**WHEREAS**, in May, 2010, the Commission issued the third series of Bonds under the Indenture designated the "Public Utilities Commission of the City and County of San Francisco Wastewater Revenue Bonds, 2010 Series B (Federally America Bonds-Direct Payment)" (the "2010 Series B Bonds"), in the original principal amount of \$192,515,000, to refund certain commercial paper notes, to fund a portion of the costs of the CIP and a portion of the costs of the Commission's proposed Sewer System Improvement Program, to fund capitalized interest on the 2010 Series B Bonds, to fund a reserve account for the 2010 Series B Bonds and to pay costs of issuance, all as set forth in the Indenture;

**WHEREAS**, in January, 2013, the Commission issued the fourth series of Bonds under the Indenture designated the "Public Utilities Commission of the City and County of San Francisco Wastewater Revenue Bonds, 2013 Series A (Refunding)" (the "2013 Series A Bonds"), in the original principal amount of \$193,400,000, to refund all of the 2003 Refunding Series A Bonds, to prepay certain loans made by the State of California Water Resources Control Board (the "SRF Loans"), and to pay costs of issuance, all as set forth in the Second Supplemental Indenture;

**WHEREAS**, in February 27, 2013, the Commission issued the fifth series of Bonds under the Indenture designated the "Public Utilities Commission of the City and County of San Francisco Wastewater Revenue Bonds, 2013 Series B" (the "2013 Series B Bonds"), in the original principal amount of \$331,585,000, to finance or refinance (through the retirement of commercial paper notes) various capital projects benefiting the Enterprise (including reimbursing the Commission for certain capital costs paid with proceeds of wastewater commercial paper notes), fund capitalized interest, and to pay costs of issuance, all as set forth in the Third Supplemental Indenture;

**WHEREAS**, the Commission entered into an Installment Sale Agreement executed on January 12, 2016, with the California State Water Resources Control Board in the aggregate principal amount of up to \$7,435,000 (the "2016 SRF Loan") to finance a capital project described therein benefiting the Enterprise; and

**WHEREAS**, pursuant to Section 8B.124 of the City Charter, the Commission has the authority to issue additional revenue bonds for the purpose of reconstructing, replacing, expanding, repairing or improving water facilities or clean water facilities, or combinations of water and clean water facilities under the jurisdiction of the Commission, subject to certain conditions, including, among others, the adoption of an ordinance by a two-thirds vote of the Board of Supervisors of the City, under such terms and conditions as the Commission may authorize;

**WHEREAS**, on April 27, 2010, the Board passed by a two-thirds vote its Ordinance No: 93-10, signed by the Mayor of the City on May 3, 2010, approving the issuance and sale of wastewater revenue bonds pursuant to Article VIIIB of the City Charter to finance various capital projects benefiting the Enterprise, as well as paying the costs of issuance and other incidental costs relating thereto, in an aggregate principal amount not to exceed \$297,756,235;

**WHEREAS**, on June 12, 2012, the Board passed by a two-thirds vote its Ordinance No. 115-12, signed by the Mayor of the City on June 18, 2012, approving the issuance and sale of wastewater revenue bonds pursuant to Article VIIIB of the Charter to finance various capital projects benefiting the Enterprise, as well as paying the costs of issuance and other incidental costs relating thereto, in an aggregate principal amount not to exceed \$522,810,000;

**WHEREAS**, on June 25, 2013, the Board passed by a two-thirds vote its Ordinance No. 123-13, which revised the fiscal year 2013-14 capital improvement project of the Commission and reduced the revenue bond authorization under Ordinance No. 115-12 by \$27,870,059; and,

**WHEREAS**, on July 2, 2014, the Board passed by a two-thirds vote Ordinance No. 107-14, approving the issuance and sale of wastewater revenue bonds by the Commission pursuant to Article VIII B of the Charter of the City, in an aggregate principal amount not to exceed \$819,035,941, to finance capital projects benefiting the Wastewater Enterprise; and,

**WHEREAS**, on June 9, 2015, the Board passed by a two-thirds vote Ordinance No. 0089-15, which amended and supplemented Ordinance No. 107-14 to provide authority for the Commission to execute and deliver one or more State of California Water Resources Control Board Installment Sale Agreements in connection with State Revolving Loans, to finance capital projects benefiting the Wastewater Enterprise;

**WHEREAS**, on November 13, 2012, the Commission passed its Resolution No. 12-0210, and on December 11, 2012, the Board passed its Resolution No. 459-12; signed by the Mayor on December 18, 2012, approving, among other things, (i) the issuance of not to exceed \$250,000,000 aggregate principal amount of wastewater revenue bonds to refund outstanding wastewater revenue bonds and SRF Loans, pursuant to Section 9.109 of the Charter, as supplemented by California Government Code Sections 53580 et seq. and (ii) the issuance of not to exceed \$420,000,000 aggregate principal amount of wastewater revenue bonds to finance or refinance (through the retirement of commercial paper notes) various capital projects benefiting the Enterprise (including reimbursing the Commission for certain capital costs previously paid with proceeds of wastewater commercial paper notes), pursuant to Section 8B.124;

**WHEREAS**, on March 8, 2016, the Commission passed its Resolution No. 16-\_\_\_\_, and on \_\_\_\_\_, 2016, the Board passed its Resolution No. \_\_\_\_-16; signed by the Mayor on \_\_\_\_\_, 2016, approving, among other things, the issuance of not to exceed \$\_\_\_\_\_ aggregate principal amount of wastewater revenue bonds to finance or refinance (through the retirement of commercial paper notes) various capital projects benefiting the Enterprise (including reimbursing the Commission for certain capital costs previously paid with proceeds of wastewater commercial paper notes), pursuant to Section 8B.124;

**WHEREAS**, the Indenture provides that the Commission may, subject to the requirements of the Law (as defined in the Indenture) and the Indenture, issue one or more other series of Bonds from time to time pursuant to a supplemental indenture;

**WHEREAS**, the Commission has determined to issue an additional series of Bonds under this Fourth Supplemental Indenture designated "Wastewater Revenue Bonds, 2016 Series A (Green Bonds)" in the original principal amount of \$\_\_\_\_\_ (the "2016 Series A Bonds") to, among other things, finance and refinance (through the retirement of commercial paper notes) various capital projects benefiting the Enterprise (including reimbursing the Commission for certain capital costs previously paid with proceeds of wastewater commercial paper notes or from other moneys), pursuant to Section 8B.124 and Ordinance No. 115-12;

**WHEREAS**, the 2016 Series A Bonds will be issued by the Commission under the Indenture each as a separate Series of Bonds payable on a parity with the 2010 Series A Bonds, the 2010 Series B Bonds, the 2013 Series A Bonds, the 2013 Series B Bonds and the 2016 SRF Loan;

**WHEREAS**, the conditions and limitations contained in the Law and the Indenture will be satisfied at the time of issuance of the 2016 Series A Bonds;

**WHEREAS**, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and the entering into of this Fourth Supplemental Indenture do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Fourth Supplemental Indenture;

**NOW, THEREFORE**, the parties hereto agree, as follows:

## ARTICLE XXVI

### DEFINITIONS

**SECTION 26.01. Definitions.** The terms defined in this section shall, for all purposes of this Fourth Supplemental Indenture, have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined. Terms defined in the Indenture not otherwise defined herein shall have the meanings specified therein.

#### Closing Date

The term "Closing Date" means \_\_\_\_\_, 2016, the date of the original issuance and delivery of the 2016 Series A Bonds.

#### Commercial Paper Notes

The term "Commercial Paper Notes" means the notes in the aggregate principal amount of \$500 million, captioned: (i) "Public Utilities Commission of the City and County of San Francisco Commercial Paper Notes (Wastewater Series, Proposition E) \$75,000,000 Series A-1 (Tax-Exempt) issued by the Commission under that certain Issuing and Paying Agent Agreement, dated as of February 11, 2014, by and between the Commission and U.S. Bank National Association, as issuing and paying agent; (ii) "Public Utilities Commission of the City and County of San Francisco Commercial Paper Notes (Wastewater Series, Proposition E) \$75,000,000 Series A-2 (Tax-Exempt)" issued by the Commission under that certain Issuing and Paying Agent Agreement, dated as of February 10, 2012, by and between the Commission and U.S. Bank National Association, as issuing and paying agent; (iii) "Public Utilities Commission of the City and County of San Francisco Commercial Paper Notes (Wastewater Series, Proposition E) \$75,000,000 Series A-3 (Tax-Exempt) issued by the Commission under that certain Issuing and Paying Agent Agreement, dated as of July 1, 2012, as amended and restated by that certain Amended and Restated Issuing and Paying Agent Agreement, dated as of July 1, 2015, each by and between the Commission and U.S. Bank National Association, as issuing and paying agent; (iv) "Public Utilities Commission of the City and County of San Francisco Commercial Paper Notes (Wastewater Series, Proposition E) \$75,000,000 Series A-4 (Tax-Exempt) issued by the Commission under that certain Amended and Restated Issuing and

Paying Agent Agreement, dated as of July 1, 2012, by and between the Commission and U.S. Bank National Association, as issuing and paying agent; (v) “Public Utilities Commission of the City and County of San Francisco Commercial Paper Notes (Wastewater Series, Proposition E) \$100,000,000 Subseries A-5 and Taxable Subseries A-5-T issued by the Commission under that certain Issuing and Paying Agent Agreement, dated as of October 1, 2014, by and between the Commission and U.S. Bank National Association, as issuing and paying agent; and (vi) “Public Utilities Commission of the City and County of San Francisco Commercial Paper Notes (Wastewater Series, Proposition E) \$100,000,000 Tax-Exempt Subseries A-6 and Taxable Subseries A-6-T issued by the Commission under that certain Issuing and Paying Agent Agreement, dated as of October 1, 2014, by and between the Commission and U.S. Bank National Association, as issuing and paying agent.

#### First Amendment

The term “First Amendment” means that certain First Amendment to Indenture dated as of May 1, 2010, between the Commission and the Trustee.

#### 2016 Series A Bonds

The term “2016 Series A Bonds” has the meaning set forth in Section 27.01(a).

#### 2016 Series A Capital Project Account

The term “2016 Series A Capital Project Account” means the account by that name established within the Capital Project Fund pursuant to Section 27.07.

#### 2016 Series A Capitalized Interest Account

The term “2016 Series A Capitalized Interest Account” means the account by that name established within the Interest Fund pursuant to Section 27.05.

#### 2016 Series A Continuing Disclosure Certificate.

The term “2016 Series A Continuing Disclosure Certificate” means the Continuing Disclosure Certificate, dated the date of initial issuance of the 2016 Series A Bonds, executed and delivered by the Commission, as it may be supplemented and amended in accordance with its terms.

#### 2016 Series A Costs of Issuance Fund

The term “2016 Series A Costs of Issuance Fund” means the fund by that name established pursuant to Section 27.05.

#### 2016 Series A Project

The term “2016 Series A Project” means financing, from amounts on deposit in the 2016 Series A Capital Project Account, the reconstructing, replacing, expanding, repairing or improving facilities that are part of, or of benefit to the Enterprise pursuant to the Law, including Section 8B.124 of the Charter.

2016 Series A Rebate Fund

The term “2016 Series A Rebate Fund” means the fund by that name established pursuant to Section 27.06.

2016 Series A Reimbursement Account

The term “2016 Series A Reimbursement Account” means the account by that name established within the Principal Fund pursuant to Section 27.07.

2016 Series A Sinking Fund Account

The term “2016 Series A Sinking Fund Account” means the account by that name established within the Principal Fund pursuant to Section 27.09.

**ARTICLE XXVII**

**PROVISIONS RELATING TO 2016 SERIES A BONDS**

**SECTION 27.01. Authorization and Terms of 2016 Series A Bonds.**

(a) A Series of Bonds is hereby created and such Bonds are designated as the “Wastewater Revenue Bonds, 2016 Series A (Green Bonds)” (the “2016 Series A Bonds”) which shall be a Series of Clean Water Revenue Bonds issued under the Indenture. The aggregate principal amount of 2016 Series A Bonds that may be issued and Outstanding under this Fourth Supplemental Indenture shall not exceed \$\_\_\_\_\_, except as may be otherwise provided in Section 2.08. The 2016 Series A Bonds shall be of the tenor known as Current Interest Bonds.

(b) The 2016 Series A Bonds shall be initially registered in the name of “Cede & Co.,” as nominee of The Depository Trust Company, New York, New York, and shall be evidenced by one 2016 Series A Bond maturing on each maturity date in a denomination corresponding to the total principal designated to mature on such date. Registered ownership of the 2016 Series A Bonds, or any portion thereof, may not thereafter be transferred except as set forth in Section 27.03 herein.

(c) The 2016 Series A Bonds shall be issued as fully registered Bonds without coupons in the denominations of \$5,000 or any integral multiple thereof; provided that no 2016 Series A Bond shall have principal maturing on more than one principal maturity date. The 2016 Series A Bonds shall be dated as of the Closing Date, the date of delivery thereof, and shall accrue interest from such date.

(d) The 2016 Series A Bonds shall mature on October 1 in the following years and in the following amounts and shall bear interest at the following rates per annum payable on April 1 and October 1 in each year, commencing October 1, 2016, calculated on the basis of a 360-day year consisting of twelve 30-day months:

<u>Maturity</u> <u>(October 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
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(e) The 2016 Series A Bonds maturing by their terms on and prior to October 1, 20\_\_ are hereby designated as Serial Bonds, and the 2016 Series A Bonds maturing by their terms on October 1, 20\_\_ and October 1, 20\_\_ are hereby designated as Term Bonds (the “2016 Series A Term Bonds”).

(f) The principal of and premium, if any, on the 2016 Series A Bonds shall be payable by check or wire in lawful money of the United States of America to the Owner thereof, upon the surrender thereof at the corporate trust office of U.S. Bank National Association, in San Francisco, California, or such other office designated by the Trustee.

The interest on the 2016 Series A Bonds shall be payable in like lawful money to the person whose name appears on the bond registration books of the Trustee as the Owner thereof as of the close of business on the 15th day of the calendar month immediately preceding an interest payment date, whether or not such day is a Business Day, such interest to be paid by check mailed to such Owner at such address as appears on such registration books or at such address as such Owner may have filed with the Trustee for that purpose, or at the request of an Owner of at least \$1,000,000 in aggregate principal amount of 2016 Series A Bonds filed with the Trustee by such 15th day, by wire transfer to such account designated in such request at a financial institution in the United States.

(g) Each 2016 Series A Bond shall bear interest from the interest payment date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the calendar month next preceding any interest payment date to the interest payment date, inclusive, in which event it shall bear interest from such interest payment date, or unless it is authenticated on or before September 15, 2016, in which event it shall bear interest from the Closing Date; provided, however, that if, at the time of authentication of any Bond, interest is in default on Outstanding Bonds, such Bond shall bear interest from the interest payment date to which interest has previously been paid or made available for payment on the Outstanding Bonds and shall be payable to the Owners thereof of record as of a special date as shall be established by the Trustee following such default.

(h) The Trustee shall assign each 2016 Series A Bond authenticated and registered by it a distinctive letter, or number, or letter and number, and shall maintain a record thereof which shall be available to the Commission for inspection.

(i) On January 30, 2013, certain amendments set forth in the First Amendment that govern the sizing of the Required Reserve for each Series of Bonds have become effective in accordance with the terms of the Indenture. As a result, the Commission has determined not to fund the Required Reserve for the 2016 Series A Bonds.

(j) The Commission has reviewed all proceedings heretofore taken relative to the authorization of the 2016 Series A Bonds and has found, as a result of such review, that all

conditions, things and acts required by law to exist, happen or be performed precedent to and in the issuance of the 2016 Series A Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Commission is authorized, pursuant to each and every requirement of law, including the Law, to issue the 2016 Series A Bonds in the manner and form provided in this Fourth Supplemental Indenture.

**SECTION 27.02. Forms of 2016 Series A Bonds.** The 2016 Series A Bonds and the Trustee's certificates of authentication and registration and the forms of assignment to appear thereon shall be in substantially the forms set forth as Exhibit F to this Fourth Supplemental Indenture, with necessary or appropriate variations, omissions and insertions as permitted or required by this Fourth Supplemental Indenture.

**SECTION 27.03. Use of Depository.** (a) The 2016 Series A Bonds shall be initially registered as provided in Section 27.01(b) and Section 27.01(h) hereof. Registered ownership of the 2016 Series A Bonds, or any portions thereof, may not thereafter be transferred except:

(i) to any successor of The Depository Trust Company or its nominee, or of any substitute depository designated pursuant to clause (ii) of this subsection (a) (a "Substitute Depository"); provided that any successor of The Depository Trust Company or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(ii) to any Substitute Depository not objected to by the Trustee, upon (1) the resignation of The Depository Trust Company or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the Commission that The Depository Trust Company (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) to any person as provided below, upon (1) the resignation of The Depository Trust Company or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the Commission to remove The Depository Trust Company or its successor (or Substitute Depository or its successor) from its functions as depository.

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) of this Section 27.03, upon receipt of all Outstanding 2016 Series A Bonds by the Trustee, together with a Written Request of the Commission to the Trustee designating the Substitute Depository, a single new 2016 Series A Bond, which the Commission shall prepare or cause to be prepared, shall be executed and delivered for each maturity of 2016 Series A Bonds then Outstanding, registered in the name of such successor or such Substitute Depository, or their nominees, as the case may be, all as specified in such Written Request of the Commission.

In the case of any transfer pursuant to clause (iii) of subsection (a) of this Section 27.03, upon receipt of all Outstanding 2016 Series A Bonds by the Trustee, together with a Written Request of the Commission to the Trustee, new 2016 Series A Bonds, which the Commission shall prepare or cause to be prepared in definitive form, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such Written Request of the Commission,

subject to the limitations of Section 27.01. hereof, provided that the Trustee shall not be required to deliver such new 2016 Series A Bonds within a period less than 60 days after the date of receipt of such Written Request from the Commission.

(c) In the case of a partial redemption or an advance refunding of any 2016 Series A Bonds evidencing a portion of the principal maturing in a particular year, The Depository Trust Company or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such 2016 Series A Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Trustee. The Trustee shall not be liable for such depository's failure to make such notations or errors in making such notations.

(d) The Commission and the Trustee shall be entitled to treat the person in whose name any 2016 Series A Bond is registered as the Owner thereof for all purposes of the Indenture and any applicable laws, notwithstanding any notice to the contrary received by the Trustee or the Commission; and the Commission and the Trustee shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the 2016 Series A Bonds. Neither the Commission nor the Trustee shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including The Depository Trust Company or its successor (or Substitute Depository or its successor), except to the Owner of any 2016 Series A Bonds, and the Trustee may rely conclusively on its records as to the identity of the Owners of the 2016 Series A Bonds.

(e) Notwithstanding any other provision of this Fourth Supplemental Indenture and so long as all Outstanding 2016 Series A Bonds are registered in the name of Cede & Co. or its registered assigns, the Commission and the Trustee shall cooperate with Cede & Co., as sole registered Bondowner, and its registered assigns, in effecting payment of the principal of and redemption premium, if any, and interest on the 2016 Series A Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made available on the date they are due all in accordance with the Letter of Representations delivered by the Commission and the Trustee to The Depository Trust Company with respect to the 2016 Series A Bonds, the provisions of which the Trustee may rely upon to implement the foregoing procedures notwithstanding any inconsistent provisions herein.

**SECTION 27.04. Issuance of 2016 Series A Bonds.** At any time after the execution of this Fourth Supplemental Indenture, the Commission may execute and the Trustee may authenticate and upon a Written Request or Certificate of the Commission, deliver 2016 Series A Bonds in the aggregate principal amount of \$\_\_\_\_\_ to the initial purchasers thereof specified in such Written Request or Certificate.

**SECTION 27.05. Application of Proceeds of 2016 Series A Bonds.**

(a) On the Closing Date, the original purchaser of the 2016 Series A Bonds will pay and deliver the purchase price of the 2016 Series A Bonds (including the good faith deposit paid prior to the Closing Date) equal to \$\_\_\_\_\_ (comprised of the principal amount of the 2016 Series A Bonds of \$\_\_\_\_\_, plus original issue premium on the Bonds of \$\_\_\_\_\_, less an underwriters' discount in the amount of \$\_\_\_\_\_) to the Trustee, who shall deposit and transfer this amount as follows:

(1) The Trustee shall deposit \$\_\_\_\_\_ in a separate fund to be known as the "2016 Series A Costs of Issuance Fund," which the Trustee hereby agrees to establish and maintain. The money in the 2016 Series A Costs of Issuance Fund shall be used and disbursed in the manner provided herein for the purpose of paying costs of issuance incidental to or connected with the issuance of the 2016 Series A Bonds (or for making reimbursements to the Commission or any other person, firm or corporation for such costs theretofore paid by such person or it). Any balance of money remaining in the 2016 Series A Costs of Issuance Fund after the payment of all costs incidental to or connected with the issuance of the 2016 Series A Bonds (as certified to the Trustee by the Commission) or on \_\_\_\_\_ 1, 2016, whichever is earlier shall be transferred by the Trustee to the 2016 Series A Capital Project Account, and the 2016 Series A Costs of Issuance Fund shall be closed.

(2) The Trustee shall deposit \$\_\_\_\_\_ in the 2016 Series A Capitalized Interest Account, which the Trustee hereby agrees to establish and maintain within the Interest Fund.

(3) The Trustee shall deposit \$\_\_\_\_\_ in the 2016 Series A Reimbursement Account established under Section 27.07.

(4) The Trustee shall transfer the remaining balance, being \$\_\_\_\_\_, to the Treasurer for deposit to the 2016 Series A Capital Project Account established under Section 27.07. The Trustee is authorized to establish a temporary fund or account on its records to facilitate such transfer to the Treasurer.

(b) Before any payment is made by the Trustee to pay costs of issuance from the 2016 Series A Costs of Issuance Fund, the Commission shall cause to be filed with the Trustee a Written Requisition of the Commission that states the following (which shall be sufficient evidence to the Trustee of the facts stated):

- (1) the item number of the payment;
- (2) the name and address of the person to whom payment is due;
- (3) the amount to be paid; and
- (4) the purpose for which the obligation to be paid was incurred.

Each such Written Requisition shall state, and shall be sufficient evidence to the Trustee:

(y) that obligations in the stated amounts have been incurred by the Commission and that each item thereof is a proper charge; and

(z) that there has not been filed with or served upon the Commission notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the persons named in such Written Requisition, which has not been released or will not be released simultaneously with the payment of such obligation.

Upon receipt of each such Written Requisition, the Trustee will pay the amounts set forth in such Written Requisition as directed by the terms hereof. The Trustee need not make any such payment if it has received notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys to be so paid, which has not been released or will not be released simultaneously with such payment.

(c) Amounts on deposit in the 2016 Series A Capitalized Interest Account shall be applied to the payment of interest on the 2016 Series A Bonds on each April 1 and October 1, commencing on October 1, 2016, in such amounts as specified in a written certificate of the Commission delivered to the Trustee not less than five Business Days prior to each April 1 and October 1, prior to amounts on the Interest Fund being so used. Amounts remaining on deposit in the 2016 Series A Capitalized Interest Account at such time as the Commission has informed the Trustee in a written certificate of the Commission that the 2016 Series A Capitalized Interest Account shall be closed shall be transferred by the Trustee to the commission for deposit in the 2016 Series A Capital Project Account. All moneys held by the Trustee in the 2016 Series A Capitalized Interest Account may be invested in Legal Investments maturing not later than the date on which such moneys are required for payment by the Trustee.

**SECTION 27.06. Establishment and Application of the 2016 Series A Rebate Fund.**

(a) The Trustee shall establish and maintain a fund separate from any other fund established and maintained hereunder to be known as the "2016 Series A Rebate Fund." Within the 2016 Series A Rebate Fund, the Trustee shall maintain such accounts as it is instructed by the Commission as necessary in order to comply with the terms and requirements of the Certificate as to Arbitrage with respect to the 2016 Series A Bonds, dated the date of issuance of the 2016 Series A Bonds (for purposes of this Section, the "Tax Certificate").

Subject to the transfer provisions provided in paragraph (e) below, all money at any time deposited in the 2016 Series A Rebate Fund shall be held by the Trustee for the account of the Commission in trust, to the extent required to satisfy the requirements for rebate, as set forth in the Tax Certificate (for purposes of this Article, the "Rebate Requirement"), for payment to the federal government of the United States of America, and no other person shall have any rights in or claim to such money. All amounts deposited into or on deposit in the 2016 Series A Rebate Fund shall be governed by this Section 27.06, by Section 27.10 hereof and by the Tax Certificate (which is incorporated herein by reference). The Trustee shall be deemed conclusively to have complied with such provisions and fulfilled its obligation with respect to rebate as long as it follows the written directions of the Commission, including supplying all necessary information in the manner provided in the Tax Certificate. The Trustee shall not be required to take any actions under this Section 27.06, Section 27.10 hereof or the Tax Certificate in the absence of written directions by the Commission, and shall have no liability or responsibility to enforce compliance by the Commission with the terms of the Tax Certificate nor make computations in connection therewith.

(b) Upon the Commission's written direction, an amount shall be deposited to the 2016 Series A Rebate Fund by the Trustee from deposits by the Commission so that the balance of the amount on deposit thereto equals the Rebate Requirement Computations of the Rebate Requirement shall be furnished by or on behalf of the Commission in accordance with the Tax Certificate.

(c) The Trustee shall have no obligation to rebate any amounts required to be rebated pursuant to this Section 27.06, other than from moneys held in the funds and accounts created under the Indenture or from other moneys provided to it by or on behalf of the Commission.

(d) The Trustee shall invest all amounts held in the 2016 Series A Rebate Fund in Permitted Investments as instructed in writing by the Commission, subject to the restrictions set forth in the Tax Certificate. Moneys shall not be transferred from the 2016 Series A Rebate Fund except as provided in paragraph (e) below.

(e) Upon receipt of the Commission's written directions, the Trustee shall remit part or all of the balances in the 2016 Series A Rebate Fund to the United States, as so directed. In addition, if the Commission so directs, the Trustee will deposit moneys into or transfer moneys out of the 2016 Series A Rebate Fund from or into such accounts or funds as directed by the Commission's written directions. Any funds remaining in the 2016 Series A Rebate Fund after redemption and payment of all of the 2016 Series A Bonds and payment and satisfaction of any Rebate Requirement shall be withdrawn and remitted to the Commission upon the Commission's written request.

(f) Notwithstanding any other provision of the Indenture, the obligation to remit the Rebate Requirement to the United States and to comply with all other requirements of this Section 27.06, Section 27.10 hereof and the Tax Certificate shall survive the defeasance or payment in full of the 2016 Series A Bonds.

**SECTION 27.07. Establishment and Application of the 2016 Series A Capital Project Account and the 2016 Series A Reimbursement Account.**

(a) 2016 Series A Capital Project Account. The Commission hereby covenants and agrees to establish, maintain and hold hereunder Within the Capital Project Fund, established under Section 3.04 of the Indenture, a separate account known as the "2016 Series A Capital Project Account" (herein called the "2016 Series A Capital Project Account"). The Treasurer shall hold the amounts on deposit in the 2016 Series A Capital Project Account, which shall be maintained and accounted for by the Controller so long as any moneys are on deposit therein. Upon completion of the 2016 Series A Project, the Commission may direct the transfer of any remaining balance in the 2016 Series A Capital Project Account to any other lawfully available fund or account of the Commission; provided such transfer is consistent with the Commission's covenants in the Tax Certificate.

The moneys in the 2016 Series A Capital Project Account shall be held by the Treasurer in trust and applied to the costs of the 2016 Series A Project and the expenses incident thereto or connected therewith, including, if necessary, interest to the extent permitted by law, reimbursement to the Commission for expenses incurred prior to the issuance of the 2016 Series A Bonds or in connection with the Enterprise, architectural, engineering and inspection fees and expenses, apparatus, equipment and furnishings for the Enterprise, testing and inspection, surveys, insurance premiums, losses during construction not insured against because of deductible amounts, the fees and expenses of the Trustee, legal accounting and consultant fees and expenses, and similar expenses. All moneys held by the Treasurer in the 2016 Series A Capital Project Account may be invested in Legal Investments maturing not later than the date on which such moneys are required for payment by the Treasurer. The Treasurer shall pay out moneys from the 2016 Series A Capital Project Account only upon warrants drawn by the Controller in the manner provided by law. No withdrawals shall be made from the 2016 Series A Capital Project Account for any purpose not authorized by law.

(b) 2016 Series A Reimbursement Account. The Commission hereby covenants and agrees to establish, maintain and hold hereunder within the Capital Project Fund, established under Section 3.04 of the Indenture, a separate account known as the “2016 Series A Reimbursement Account” (herein called the “2016 Series A Reimbursement Account”), which shall be maintained and accounted for by the Trustee so long as any moneys are on deposit therein. The moneys in the 2016 Series A Reimbursement Account shall be held by the Trustee in trust and transferred by the Trustee to U.S. Bank National Association, as issuing and paying agent of the Commercial Paper Notes (for purposes of this Section 27.07, the “Issuing and Paying Agent”), in connection with the reimbursement of certain capital costs previously paid with the proceeds of the Commercial Paper Notes, pursuant to certain written instructions that will be delivered by the Commission to the Trustee.

Any balance remaining in the 2016 Series A Reimbursement Account following such application of moneys shall be transferred to the Treasurer for deposit in the 2016 Series A Capital Project Account. All moneys held by the Trustee in the 2016 Series A Reimbursement Account shall be invested in Permitted Investments specified by the Commission or, if the Commission does not so specify, then in Permitted Investments of the type described in clause (f) of the definition thereof that are rated AAAM-G by S&P and Aaa by Moody’s.

**SECTION 27.08. Terms of Redemption – 2016 Series A Bonds.**

(a) (1) Optional Redemption. The 2016 Series A Bonds shall be subject to redemption prior to their stated maturity, at the option of the Commission, from and to the extent of any source of available funds, as a whole or in part, on any date on or after \_\_\_\_\_ 1, 20\_\_, and if in part by lot within such maturity, at a redemption price equal to 100% of the principal amount of the 2016 Series A Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption, without premium.

(2) Mandatory Sinking Fund Account Redemption. The 2016 Series A Bonds maturing on October 1, 20\_\_, and October 1, 20\_\_, and payable from the 2016 Series A Sinking Fund Account, are further subject to redemption prior to their stated maturity, from the 2016 Series A Sinking Fund Account, on any October 1 on or after October 1, 20\_\_, and October 1, 20\_\_, respectively, by lot within any such maturity if less than all of the 2016 Series A Bonds of such maturity and tenor be redeemed, upon payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, without premium, in accordance with the schedules shown in Section 27.09 herein.

(3) Notice to Trustee. The Commission shall give the Trustee written notice at least 45 days before any date fixed for the redemption of 2016 Series A Bonds to be redeemed pursuant to subsection a(1) of the fact and date of redemption and of the principal amount of 2016 Series A Bonds and the maturities or portions thereof to be redeemed.

(b) Rescission of Notice of Redemption. The Commission, may, at its option, on or prior to the date fixed for redemption in any notice of redemption of 2016 Series A Bonds, rescind and cancel such notice of redemption by Written Request to the Trustee and the Trustee shall mail notice of such cancellation to the recipients of the notice of redemption being cancelled.

(c) The provisions of the Indenture relating to redemption of Bonds set forth in Sections 4.02, 4.03, 4.04 and 4.05 shall apply to the redemption of the 2016 Series A Bonds.

**SECTION 27.09. 2016 Series A Sinking Fund Account.** The Trustee shall establish and hold within the Principal Fund established under Section 5.02(b) of the Indenture, a 2016 Series A Sinking Fund Account, which the Commission hereby covenants and agrees to cause to be maintained, for payment of the Bond Obligation of the 2016 Series A Term Bonds.

The Trustee, on or before September 30 of each year (commencing on or before September 30, 20\_\_), shall deposit in the 2016 Series A Sinking Fund Account from the Principal Fund moneys in an amount sufficient to call and redeem or to pay at maturity, as the case may be, the principal of 2016 Series A Term Bonds in the following respective principal amounts on the next succeeding October 1 in each of the following years (each such deposit of moneys being referred to as a "2016 Series A Minimum Sinking Fund Account Payment").

2016 Series A Term Bonds maturing on October 1, 20\_\_

Year	Principal Amount
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2016 Series A Term Bonds maturing on October 1, 20\_\_

Year	Principal Amount
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During the 12-month period immediately preceding each redemption from the 2016 Series A Sinking Fund Account, the Commission may satisfy, in whole or in part, the 2016 Series A Minimum Sinking Fund Account Payment and the redemption therefrom by depositing with the Trustee 2016 Series A Term Bonds for cancellation prior to the Trustee's selection of the 2016 Series A Term Bonds for redemption.

All moneys in the 2016 Series A Sinking Fund Account, at the Written Request of the Commission, shall be used and withdrawn by the Trustee at any time for the purchase of 2016 Series A Term Bonds (except that no 2016 Series A Term Bonds maturing in any year shall be purchased so long as any 2016 Series A Term Bonds maturing in any earlier year and being of like tenor are Outstanding) at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Fund) as the Commission shall direct by Written Request, but not to exceed the principal thereof, and all 2016 Series A Term Bonds so purchased by the Trustee or deposited by the Commission, shall be cancelled and delivered to the Commission; provided, however, that:

(i) all moneys in the 2016 Series A Sinking Fund Account on each September 15, beginning on September 15, 20\_\_ and ending on September 15, 20\_\_, together with any additional sums the Trustee expects to receive for deposit in the 2016 Series A Sinking Fund Account after such date and on or before the next succeeding October 1, shall be used and withdrawn by the Trustee solely for the purpose of redeeming the 2016 Series A Term Bonds that are subject to redemption under this Section 27.09; and

(ii) the Trustee shall during each 12-month period beginning with the 12-month period ending on October 1, 20\_\_, purchase or call and redeem (as herein provided) an aggregate amount of 2016 Series A Term Bonds equal to at least the amount of Bond Obligation of the 2016 Series A Term Bonds identified above in this Section 27.09 for such 12-month period reduced by the principal amount of 2016 Series A Term Bonds deposited by the Commission with the Trustee, except that if 2016 Series A Term Bonds of any Term Bond maturity have previously been redeemed or purchased by the Trustee or deposited by the Commission in excess of the amount of Bond Obligation of the 2016 Series A Term Bonds identified above in this Section 27.09, there shall be deemed to have been a reduction of the remaining amounts stated above in this Section 27.09 on a Proportionate Basis, and further except that moneys in the 2016 Series A Sinking Fund Account shall be used, to the extent necessary, to purchase or retire the Outstanding 2016 Series A Term Bonds at the maturity thereof.

The Commission hereby covenants and agrees with the Owners of the 2016 Series A Term Bonds to call and redeem 2016 Series A Term Bonds from the 2016 Series A Sinking Fund Account pursuant to this Section 27.09 on October 1 in each of the years, and in the amounts, stated above in this Section 27.09.

**SECTION 27.10. Tax Covenants.** The Commission covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the 2016 Series A Bonds under Section 103 of the Code.

The Commission will not directly or indirectly use or permit the use of any proceeds of the 2016 Series A Bonds or any other funds of the Commission, or take or omit to take any action that would cause the 2016 Series A Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code. To that end, the Commission will comply with all requirements of Section 148 of the Code to the extent applicable to the 2016 Series A Bonds. If at any time the Commission is of the opinion that for purposes of this Section it is necessary to restrict or limit the yield on the investment of any moneys held by the Trustee under the Indenture or otherwise, the Commission shall so instruct the Trustee in writing, and the Trustee shall take such action as required by such instructions. Without limiting the generality of the foregoing, the Commission agrees that there shall be paid from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applied to the 2016 Series A Bonds from time to time. This covenant shall survive payment in full or defeasance of the 2016 Series A Bonds. The Commission specifically covenants to pay or cause to be paid to the United States, at the times and in the amounts determined, the Rebate Requirement. The Trustee agrees to comply with all written instructions of the Commission given in accordance with the Tax Certificate.

Notwithstanding any provision of this Section, if the Commission provides to the Trustee an opinion of nationally recognized bond counsel to the effect that any action required under this Section or under the Tax Certificate is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the 2016 Series A Bonds under Section 103 of the Code, the Commission and the Trustee may rely conclusively on such opinion in complying with the provisions hereof, and the covenants hereunder shall be deemed to be modified to that extent. The Commission shall assure that the proceeds of the 2016 Series A Bonds are not so used as to cause the 2016 Series A Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code. The Commission shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the 2016 Series A Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code;

**SECTION 27.11. Continuing Disclosure.** The Commission hereby covenants and agrees that it will comply with and carry out all of the provisions of the 2016 Series A Continuing Disclosure Certificate. Notwithstanding any other provision of the Indenture, failure of the Commission to comply with the 2016 Series A Continuing Disclosure Certificate shall not be considered an Event of Default; however, any Participating Underwriter (as such term is defined in the 2016 Series A Continuing Disclosure Certificate) or any Bondowner or beneficial owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Commission to comply with its obligations under this Section, and the sole remedy in the event of any failure of the Commission to comply with the 2016 Series A Continuing Disclosure Certificate shall be an action to compel performance.

**SECTION 27.12. No Additional Senior State Loans.** No Senior State Loans are currently Outstanding. Notwithstanding anything contained in the Indenture, including but not limited to Section 5.01(b)(ii) hereof, the Commission will not issue or enter into any additional Senior State Loans or pay any amounts with respect to any loan agreement with the State of California (or any board, department or agency thereof) prior to the payment of amounts described in Section 5.01(b)(iii) hereof.

## ARTICLE XXVIII

### MISCELLANEOUS

**SECTION 28.01. Terms of 2016 Series A Bonds Subject to the Indenture.** Except as expressly provided in this Fourth Supplemental Indenture, every term and condition contained in the Indenture shall apply to this Fourth Supplemental Indenture, and to the 2016 Series A Bonds, with the same force and effect as if the same were herein set forth at length, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Fourth Supplemental Indenture.

This Fourth Supplemental Indenture and all the terms and provisions herein contained shall form part of the Indenture as fully and with the same effect as if all such terms and provisions had been set forth in the Indenture. The Indenture is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as supplemented and amended hereby.

**SECTION 28.02. Effective Date of Fourth Supplemental Indenture.** This Fourth Supplemental Indenture shall take effect upon its execution and delivery.

**SECTION 28.03. Execution in Counterparts.** This Fourth Supplemental Indenture may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

## ARTICLE XXIX

### ADDITIONAL CITY REQUIREMENTS

[TO BE CONFIRMED BY CITY ATTORNEY]

As used in this Article, “Agreement” means the Indenture.

To the extent of any inconsistency between in this Article and provisions in Article XII, the provisions of this Article shall control.

**SECTION 29.01. Local Business Enterprise Utilization; Liquidated Damages.**

a. The LBE Ordinance

The Trustee shall comply with all the requirements of the Disadvantaged Business Enterprise Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the “LBE Ordinance”), provided such amendments do not materially increase the Trustee’s obligations or liabilities, or materially diminish the Trustee’s rights, under this Fourth Supplemental Indenture. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Fourth Supplemental Indenture as though fully set forth in this Section. The Trustee’s willful failure to comply with any applicable provision of the LBE Ordinance is a material breach of the Trustee’s obligations under this Fourth Supplemental Indenture and shall entitle City, subject to any applicable notice and cure provisions set forth in this Fourth Supplemental Indenture, to exercise any of the remedies provided for under this Fourth Supplemental Indenture, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Fourth Supplemental Indenture expressly provides that any remedy is exclusive. In addition, The Trustee shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

1. Enforcement

If the Trustee willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Fourth Supplemental Indenture pertaining to LBE participation, the Trustee shall be liable for liquidated damages in an amount equal to the Trustee’s net profit on this Fourth Supplemental Indenture, or 10% of the total amount of this Fourth Supplemental Indenture, or \$1,000, whichever is greatest. The Director of the City’s Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the “Director of HRC”) may also impose other

sanctions against the Trustee authorized in the LBE Ordinance, including declaring the Trustee to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Trustee's DBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Fourth Supplemental Indenture, the Trustee acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. The Trustee further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to the Trustee on any contract with City,

The Trustee agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Fourth Supplemental Indenture, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

**SECTION 29.02. Nondiscrimination; Penalties.**

a. Trustee Shall Not Discriminate

In the performance of this Fourth Supplemental Indenture; the Trustee agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HN status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. Subcontracts

The Trustee shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. The Trustee's failure to comply with the obligations in this subsection shall constitute a material breach of this Fourth Supplemental Indenture.

c. Nondiscrimination in Benefits

The Trustee does not as of the date of this Fourth Supplemental Indenture and will not during the term of this Fourth Supplemental Indenture, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental

entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract

As a condition to this Fourth Supplemental Indenture, the Trustee shall execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Fourth Supplemental Indenture as though fully set forth herein. The Trustee shall comply fully with and be bound by all of the provisions that apply to this Fourth Supplemental Indenture under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, the Trustee understands that pursuant to §12B.2(h) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Fourth Supplemental Indenture may be assessed against the Trustee and/or deducted from any payments due the Trustee.

**SECTION 29.03. MacBride Principles-Northern Ireland.** Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this Fourth Supplemental Indenture on behalf of the Trustee acknowledges and agrees that he or she has read and understood this Section.

**SECTION 29.04. Tropical Hardwood and Virgin Redwood Ban.** Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

**SECTION 29.05. Drug-Free Workplace Policy.** The Trustee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. The Trustee agrees that any violation of this prohibition by the Trustee, its employees, agents or assigns will be deemed a material breach of this Fourth Supplemental Indenture.

**SECTION 29.06. Compliance with Americans with Disabilities Act.** The Trustee acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. The Trustee shall provide the services specified in this Fourth Supplemental Indenture in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. The Trustee agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Fourth

Supplemental Indenture and further agrees that any violation of this prohibition on the part of the Trustee, its employees, agents or assigns will constitute a material breach of this Fourth Supplemental Indenture.

**SECTION 29.07. Sunshine Ordinance.** In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

**SECTION 29.08. Limitations on Contributions.** Execution of this Fourth Supplemental Indenture, the Trustee acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves; or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The Trustee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. The Trustee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of the Trustee's board of directors; the Trustee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in the Trustee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by the Trustee. Additionally, the Trustee acknowledges that the Trustee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

**SECTION 29.09. Requiring Minimum Compensation for Covered Employees.**

(a) The Trustee agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein-by reference and made a part of this Fourth Supplemental Indenture as though fully set forth. The text of the MCO is available on the web at <http://www.sfgov.org/olse/mco>. A partial listing of some of the Trustee's obligations under the MCO is set forth in this Section. The Trustee is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

(b) The MCO requires the Trustee to pay the Trustee's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and the Trustee is obligated to keep

informed of the then-current requirements. Any subcontract entered into by the Trustee shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is the Trustee's obligation to ensure that any subcontractors of any tier under this Fourth Supplemental Indenture comply with the requirements of the MCO. If any subcontractor under this Fourth Supplemental Indenture fails to comply, City may pursue any of the remedies set forth in this Section against the Trustee.

(c) The Trustee shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

(d) The Trustee shall maintain employee and payroll records as required by the MCO. If the Trustee fails to do so, it shall be presumed that the Trustee paid no more than the minimum wage required under State law.

(e) The City is authorized to inspect the Trustee's job sites and conduct interviews with employees and conduct audits of the Trustee.

(f) The Trustee's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Fourth Supplemental Indenture. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Trustee fails to comply with these requirements. The Trustee agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for the Trustee's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

(g) The Trustee understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Fourth Supplemental Indenture for violating the MCO, the Trustee fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, the Trustee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion; the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

(h) The Trustee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

(i) The City may conduct random audits of the Trustee. Random audits shall be (i) noticed in advance in writing; (ii) limited to ascertaining whether Covered Employees are paid at least the minimum compensation required by the MCO; (iii) accomplished through an examination of pertinent records at a mutually agreed upon time and location within ten days of the written notice; and (iv) limited to one audit of the Trustee every two years for the duration of this Fourth

Supplemental Indenture. Nothing in this Fourth Supplemental Indenture is intended to preclude the City from investigating any report of an alleged violation of the MCO.

**SECTION 29.10. Requiring Health Benefits for Covered Employees.** Unless exempt, the Trustee agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this Fourth Supplemental Indenture as though fully set forth. The text of the HCAO is available on the web at <http://www.sfgov.org/oca/lwllh.htm>. Capitalized terms used in this Section and not defined in this Fourth Supplemental Indenture shall have the meanings assigned to such terms in Chapter 12Q.

(a) For each Covered Employee, the Trustee shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If the Trustee chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

(b) Notwithstanding the above, if the Trustee is a small business as defined in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with part (a) above.

(c) The Trustee's failure to comply with the HCAO shall constitute a material breach of this Fourth Supplemental Indenture. City shall notify the Trustee if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Fourth Supplemental Indenture for violating the HCAO, the Trustee fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, the Trustee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

(d) Any Subcontract entered into by the Trustee shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. The Trustee shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. The Trustee shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against the Trustee based on the Subcontractor's failure to comply, provided that City has first provided the Trustee with notice and an opportunity to obtain a cure of the violation.

(e) The Trustee shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to the Trustee's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

(f) The Trustee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO,

(g) The Trustee shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

(h) The Trustee shall keep itself informed of the current requirements of the HCAO.

(i) The Trustee shall provide reports to the City in accordance with any reporting standards promulgated by the City' under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

(j) The Trustee shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

(k) The Trustee shall allow City to inspect the Trustee's job sites and have access to the Trustee's employees in order to monitor and determine compliance with HCAO.

(l) The City may conduct random audits of the Trustee to ascertain its compliance with HCAO. The Trustee agrees to cooperate with City when it conducts such audits.

(m) If the Trustee is exempt from the HCAO when this Fourth Supplemental Indenture is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but the Trustee later enters into an agreement or agreements that cause the Trustee's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Trustee and the City to be equal to or greater than \$75,000 in the fiscal year.

**SECTION 29.11. Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12.G, the Trustee may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Fourth Supplemental Indenture. The Trustee agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event the Trustee violates the provisions of this Section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Fourth Supplemental Indenture, and (ii) prohibit the Trustee from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider the Trustee's use of profit as a violation of this Section.

**SECTION 29.12. Conflict of Interest.** Through its execution of this Fourth Supplemental Indenture, the Trustee acknowledges that it is familiar with the provisions of section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 *et seq.* and Section 1090 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said

provision and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Fourth Supplemental Indenture.

**SECTION 29.13. Earned Income Credit (EIC) Forms.** Administrative Code section 120 requires that employers provide their employees with IRS Form W5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

(a) The Trustee shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Fourth Supplemental Indenture becomes effective (unless the Trustee has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by the Trustee; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Fourth Supplemental Indenture.

(b) Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by the Trustee of the terms of this Fourth Supplemental Indenture. If, within thirty days after the Trustee receives written notice of such a breach; the Trustee fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, the Trustee fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Fourth Supplemental Indenture or under applicable law.

(c) Any Subcontract entered into by the Trustee shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this Section.

(d) Capitalized terms used in this Section and not defined in this Fourth Supplemental Indenture shall have the meanings assigned to such terms in Section 120 of the San Francisco Administrative Code.

**SECTION 29.14. Preservative-treated Wood Containing Arsenic.** The Trustee may not purchase preservative treated wood products containing arsenic in the performance of this Fourth Supplemental Indenture unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic; elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. The Trustee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude the Trustee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**SECTION 29.15. Nondisclosure of Private Information.** The Trustee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. The Trustee

agrees that any failure of the Trustee to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of this Fourth Supplemental Indenture. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Fourth Supplemental Indenture, bring a false claim action against the Trustee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Trustee.

**SECTION 29.16. Proprietary or Confidential Information of City.** The Trustee understands and agrees that, in the performance of the work or services under this Fourth Supplemental Indenture or in contemplation thereof, the Trustee may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. The Trustee agrees that all information disclosed by City to the Trustee shall be held in confidence and used only in performance of the Fourth Supplemental Indenture. The Trustee shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

**SECTION 29.17. Compliance with Laws.** The Trustee shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Fourth Supplemental Indenture, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

**SECTION 29.18. Works for Hire.** If, in connection with services performed under this Fourth Supplemental Indenture, the Trustee or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by the Trustee or its subcontractors under this Fourth Supplemental Indenture are not works for hire under U.S. law, the Trustee hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, the Trustee may retain and use copies of such works for reference and as documentation of its experience and capabilities.

**SECTION 29.19. Resource Conservation.** Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by the Trustee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

**SECTION 29.20. Public Access to Meetings and Records.** If the Trustee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code; the Trustee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Fourth Supplemental Indenture, the Trustee agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. The Trustee further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Trustee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Fourth

Supplemental Indenture. The Trustee further acknowledges that such material breach of this Fourth Supplemental Indenture shall be grounds for the City to terminate and/or not renew the agreement, partially or in its entirety.

**SECTION 29.21. Guaranteed Maximum Costs.**

(a) The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

(b) Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Trustee for, commodities or services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

(c) Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

(d) The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

**SECTION 29.22. Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.16, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City; subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**SECTION 29.23. Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

**SECTION 29.24. Ownership of Results.** Any interest of the Trustee or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by the Trustee or its subcontractors in connection with services to be performed under this Fourth Supplemental

Indenture, shall become the property of and will be transmitted to City. However, the Trustee may retain and use copies for reference and as documentation of its experience and capabilities.

**SECTION 29.25. Audit and Inspection of Records.** The Trustee agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Fourth Supplemental Indenture. The Trustee will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Fourth Supplemental Indenture, whether funded in whole or in part under this Fourth Supplemental Indenture. The Trustee shall maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under this Fourth Supplemental Indenture or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Fourth Supplemental Indenture shall have the same rights conferred upon City by this Section.

**SECTION 29.26. Subcontracting.** The Trustee is prohibited from subcontracting this Fourth Supplemental Indenture or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Fourth Supplemental Indenture, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

**SECTION 29.27. Assignment.** The services to be performed by Trustee are personal in character and neither this Fourth Supplemental Indenture nor any duties or obligations hereunder may be assigned or delegated by the Trustee unless first approved by the Commission and the City by written instrument executed and approved in the same manner as this Fourth Supplemental Indenture.

**SECTION 29.28. Non-Waiver of Rights.** The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

**SECTION 29.29. City a Third Party Beneficiary.** The City is hereby designated as a third party beneficiary for the purpose of enforcing all of the obligations of the Trustee contained in Article XXV of this Fourth Supplemental Indenture and to the extent that any other rights are given to the City hereunder.

**SECTION 29.30. Food Service Waste Reduction Requirements.** Effective June 1, 2007, the Trustee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Fourth Supplemental Indenture as though fully set forth. This provision is a material term of this Fourth Supplemental Indenture. By entering into this Fourth Supplemental Indenture, the Trustee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, the Trustee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is a reasonable

estimate of the damage that the City will incur based on the violation, established in light of the circumstances existing at the time this Fourth Supplemental Indenture was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by the City because of the Trustee's failure to comply with this provision.

**SECTION 29.31. Graffiti Removal.** Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. The Trustee shall remove all graffiti from any real property owned or leased by the Trustee in the City and County of San Francisco within forty eight (48) hours of the earlier of the Trustee's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This Section is not intended to require the Trustee to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.). Any failure of the Trustee to comply with this Section of this Fourth Supplemental Indenture shall constitute a material breach of this Fourth Supplemental Indenture.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Supplemental Indenture by their officers thereunto duly authorized as of the date and year first written above.

PUBLIC UTILITIES COMMISSION OF  
THE CITY AND COUNTY OF SAN  
FRANCISCO

By: \_\_\_\_\_  
General Manager

ATTEST:

\_\_\_\_\_  
Secretary of the Public Utilities  
Commission of the City and County  
of San Francisco

Approved as to form:

Dennis J Herrera, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

U.S. BANK NATIONAL ASSOCIATION,  
as trustee

By: \_\_\_\_\_  
Vice President

S-1

**EXHIBIT F**

**FORM OF 2016 SERIES A BOND**

\$ \_\_\_\_\_

No. R- \_\_\_\_\_

STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO  
PUBLIC UTILITIES COMMISSION OF THE  
CITY AND COUNTY OF SAN FRANCISCO  
WASTEWATER REVENUE BOND  
2016 SERIES A (GREEN BONDS)

Dated Date  
\_\_\_\_\_, 2016

Interest Rate

Maturity Date

CUSIP No.

Registered Owner: Cede & Co.

Principal Amount: \_\_\_\_\_ DOLLARS

The PUBLIC UTILITIES COMMISSION OF THE CITY AND COUNTY OF SAN FRANCISCO, a commission duly organized and existing under and pursuant to the Charter of the City and County of San Francisco and the laws of the State of California (herein called the "Commission"), for value received, hereby promises to pay (but only out of the revenues hereinafter referred to) to the registered owner set forth above, or registered assigns, on the maturity date set forth above (subject to any right of prior redemption hereinafter provided for), the principal sum set forth above by check of the Trustee (as defined below) in lawful money of the United States of America, and to pay (but only out of the revenues hereinafter referred to) interest thereon in like lawful money from the interest payment date next preceding the date of authentication of this Bond (unless this Bond is authenticated as of a day during the period from the 16th day of the calendar month next preceding any interest payment date to and including such interest payment date, in which event it shall bear interest from such interest payment date, or unless this Bond is authenticated on or before September 15, 2016, in which event it shall bear interest from the Dated Date; provided, however, that if, at the time of authentication of any Bond, interest is in default on Outstanding Bonds, such Bond shall bear interest from the interest payment date to which interest has previously been paid or made available for payment on the Outstanding Bonds and shall be payable to the Owners thereof of record as of a special date as shall be established by the Trustee following such default) until payment of such principal sum, at the interest rate per annum stated above, payable on April 1 and October 1 in each year, commencing October 1, 2016.

The principal (or redemption price) hereof is payable to the registered owner hereof upon the surrender hereof at the corporate trust office of U.S. Bank National Association, in San Francisco, California, as trustee (herein, together with any successor as trustee under the Indenture, called the

“Trustee”), or such other office designated by the Trustee. The interest hereon is payable to the person whose name appears on the bond registration books of the Trustee as the registered owner hereof as of the close of business on the 15th day of the calendar month immediately preceding an interest payment date, whether or not such day is a business day, such interest to be paid, except as otherwise provided in the Indenture, by check mailed to such registered owner at such address as appears on such registration books. Interest on this Bond shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond is one of a duly authorized issue of revenue bonds of the Commission designated as the “Wastewater Revenue Bonds” (herein called the “Bonds”), of the series and designation indicated on the face hereof (herein called the “2016 Series A Bonds”) and is a Current Interest Bond (as such term is defined in the Indenture hereinafter referred to). The Bonds are not limited in aggregate principal amount and consist or may consist of one or more series of varying denominations, dates, maturities, interest rates and other provisions, as in said Indenture provided, all issued and to be issued under and pursuant to the provisions of the Charter of the City and County of San Francisco and all laws of the State of California supplemental thereto, including the Revenue Bond Law of 1941 to the extent made applicable by said Charter (herein collectively called the “Law”), and pursuant to an Indenture, dated as of January 1, 2003, between the Commission and the Trustee, as amended and supplemented, and as heretofore supplemented by that certain Fourth Supplemental Indenture dated as of \_\_\_\_\_ 1, 2016, between the Commission and the Trustee (collectively, with any supplements or amendments thereto, the “Indenture”).

Reference is hereby made to the Indenture (a copy of which is on file at the office of the Trustee) and to the Law for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Revenues (as such term is defined in the Indenture) and the rights thereunder (and limitations thereon) of the registered owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Commission thereunder; and all the terms of the Indenture and the Law are hereby incorporated herein and constitute a contract between the Commission and the registered owner of this Bond, and to all the provisions thereof the owner of this Bond, by his acceptance hereof, consents and agrees. Each owner hereof shall have recourse to all of the provisions of the Law and the Indenture and shall be bound by all of the terms and conditions thereof.

The Bonds are being issued to finance and refinance the acquisition and construction of improvements to the Enterprise, as more particularly described in the Indenture. The Bonds are special obligations of the Commission and are payable, as to the principal thereof, interest thereon and any premiums upon the redemption of any thereof, from the revenues of the Enterprise (which, as more particularly defined in the Indenture, are therein and herein called the “Revenues”). All of the Bonds are equally secured by a pledge of, and charge and lien upon, all of the Revenues, and the Revenues constitute a trust fund for the security and payment of the interest on and principal of the Bonds; but nevertheless out of the Revenues certain amounts may be applied for other purposes prior to the payment of the interest on or principal of the Bonds as provided in the Indenture. Additional series of Bonds payable from the Revenues may be issued on a parity with the Bonds of this Series, but only subject to the conditions and limitations contained in the Indenture.

The principal of and interest on this 2016 Series A Bond are payable solely from the Revenues, and the Commission is not obligated to pay them except from the Revenues. The Commission has no taxing power. The general fund of the City and County of San Francisco is not

liable, and the credit or taxing power of the City and County of San Francisco is not pledged, for the payment of the Bonds or their interest. The Bonds are not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the Commission or any of its income or receipts, except the Revenues. The owner hereof has no right to compel the exercise of any taxing power of the City and County of San Francisco.

The rights and obligations of the Commission and the owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture.

The 2016 Series A Bonds shall be subject to redemption prior to their stated maturity, at the option of the Commission, from and to the extent of any source of available funds, as a whole or in part on any date on or after \_\_\_\_\_ 1, 20\_\_, and if in part by lot within such maturity, at a redemption price equal to 100% of the principal amount of the 2016 Series A Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption, without premium. The Commission shall give the Trustee written notice at least 45 days before any date fixed for the redemption of 2016 Series A Bonds to be redeemed, of the fact and date of redemption and of the principal amount of 2016 Series A Bonds and the maturities or portions thereof to be redeemed. The provisions of the Indenture relating to redemption of Bonds set forth in Sections 4.02, 4.03, 4.04, 4.05 and 4.06 shall apply to the redemption of the 2016 Series A Bonds.

The 2016 Series A Bonds maturing on October 1, 20\_\_, and October 1, 20\_\_, and payable from the 2016 Series A Sinking Fund Account, are further subject to redemption prior to their stated maturity; from the 2016 Series A Sinking Fund Account, on any October 1 on or after October 1, 20\_\_, and October 1, 20\_\_, respectively, by lot within any such maturity if less than all of the 2016 Series A Bonds of such maturity and tenor be redeemed, upon payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, without premium, in accordance with the schedules shown below.

2016 Series A Term Bonds maturing on October 1, 20\_\_

Year	Principal Amount
------	------------------

2016 Series A Term Bonds maturing on October 1, 20\_\_

Year	Principal Amount
------	------------------

The 2016 Series A Bonds are issuable as fully registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof provided that no 2016 Series A Bond shall have principal maturing on more than one principal payment date. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Indenture, 2016 Series A

Bonds may be exchanged for a like aggregate principal amount of 2016 Series A Bonds of the same series, tenor and maturity of other authorized denominations.

This 2016 Series A Bond is transferable by the registered owner hereof, in person or by his attorney duly authorized in writing, at said office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this 2016 Series A Bond. Upon such transfer a new fully registered 2016 Series A Bond or 2016 Series A Bonds, of authorized denomination or denominations and of the same series and tenor, for the same aggregate principal amount will be issued to the transferee in exchange herefor.

The Commission and the Trustee may treat the registered owner hereof as the absolute owner hereof for all purposes, and the Commission and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this 2016 Series A Bond do exist, have happened or have been performed in due and regular time, form and manner as required by the Law and the laws of the State of California, and that the amount of this 2016 Series A Bond, together with all other obligations of the Commission, does not exceed any limit prescribed by the Law or any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This 2016 Series A Bond shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed have been signed by the Trustee.

#### DTC LEGEND

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Commission or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the Public Utilities Commission of the City and County of San Francisco has caused this Bond to be executed on its behalf, signed by the manual or facsimile signatures of its General Manager and of the Controller of the City and County of San Francisco and countersigned by the manual or facsimile signature of its Secretary, all as of \_\_\_\_\_, 2016.

PUBLIC UTILITIES COMMISSION OF  
THE CITY AND COUNTY OF SAN  
FRANCISCO

\_\_\_\_\_  
General Manager of the Commission

\_\_\_\_\_  
Controller of the City and County of San  
Francisco

Countersigned:

\_\_\_\_\_  
Secretary of the Commission

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION AND REGISTRATION TO  
APPEAR ON THE 2016 SERIES A BONDS]

This Bond is one of the Bonds described in the within-mentioned Indenture, which has been authenticated and registered on the date set forth below.

U.S. BANK NATIONAL ASSOCIATION, as  
Trustee

Dated: \_\_\_\_\_, 2016

By: \_\_\_\_\_  
Authorized Officer

[FORM OF ASSIGNMENT]

For value received the undersigned do(es) hereby sell, assign and transfer unto \_\_\_\_\_ the within-mentioned Registered Bond and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_ attorney, to transfer the same on the books of the Trustee with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_

SIGNATURE GUARANTEED BY:

\_\_\_\_\_

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.



PRELIMINARY OFFICIAL STATEMENT DATED \_\_\_\_\_, 2016

NEW ISSUE—Book-Entry Only

Ratings:  
S&P: “ ”  
Moody’s: “ ”  
See “RATINGS”

*In the opinion of Stradling, Yocca, Carlson & Rauth, a Professional Corporation, Sacramento, California, and Amira Jackmon, Attorney at Law, Berkeley, California, Co-Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements pertaining to the 2016 Series A Bonds, interest on the 2016 Series A Bonds is excluded from gross income for federal income tax purposes, and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Co-Bond Counsel, interest on the 2016 Series A Bonds is exempt from State of California personal income tax. See “TAX MATTERS.”*



\$ \_\_\_\_\_ \*  
Public Utilities Commission  
of the City and County of San Francisco  
Wastewater Revenue Bonds,  
2016 Series A

Dated: Date of Delivery

Due: October 1, as shown on inside front cover

**General.** This cover page contains certain information for quick reference only. It is not intended to be a summary of the security or terms of the Public Utilities Commission of the City and County of San Francisco Wastewater Revenue Bonds, 2016 Series A (the “2016 Series A Bonds”). Investors are instructed to read the entire Official Statement to obtain information essential to making an informed investment decision.

**Authority for Issuance.** The Public Utilities Commission of the City and County of San Francisco (the “SFPUC”) is issuing the 2016 Series A Bonds pursuant to authority granted by the Charter of the City and County of San Francisco (the “City”), through Proposition E approved by voters of the City on November 5, 2002, and under a Fourth Supplemental Indenture dated as of April 1, 2016, by and between the SFPUC and U.S. Bank National Association, as trustee (the “Trustee”), and which supplements the Indenture dated as of January 1, 2003, by and between the SFPUC and the Trustee (as supplemented and amended to date, the “Indenture”). See “SECURITY FOR THE BONDS.”

**Purposes.** The 2016 Series A Bonds are being issued primarily to finance and refinance (through the retirement of commercial paper notes) certain capital projects benefiting the Wastewater Enterprise (as defined herein). Proceeds of the 2016 Series A Bonds will also be applied to (a) fund capitalized interest with respect to the 2016 Series A Bonds for a limited period, and (b) pay the costs of issuance of the 2016 Series A Bonds. See “PLAN OF FINANCE.”

**Denominations and Interest.** The 2016 Series A Bonds will be available in denominations of \$5,000 or any integral multiple thereof and will mature in the years and amounts and accrue interest from their date of delivery at the rates set forth on the inside cover page of this Official Statement. Interest on the 2016 Series A Bonds is payable semiannually on April 1 and October 1 of each year, commencing October 1, 2016. See “THE 2016 SERIES A BONDS.”

**Book-Entry Only.** The 2016 Series A Bonds will be issued as fully registered bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), and will be available to the ultimate purchasers (the “Beneficial Owners”), under the book-entry system maintained by DTC. Beneficial Owners will not receive physical certificates representing their interests in the 2016 Series A Bonds. The principal of, premium, if any, and interest on the 2016 Series A Bonds are payable to DTC by the Trustee, and, so long as DTC is acting as securities depository for the 2016 Series A Bonds, disbursements of such payments to DTC Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC Participants. See “THE 2016 SERIES A BONDS.”

**Redemption.** The 2016 Series A Bonds are subject to optional and mandatory sinking fund redemption prior to maturity. See “THE 2016 SERIES A BONDS – Redemption.”

**Security.** Under the Indenture, the SFPUC has irrevocably pledged the Net Revenues of its Wastewater Enterprise to the punctual payment of principal of, premium, if any, and interest on the 2016 Series A Bonds and all outstanding parity revenue bonds issued under the Indenture, subject to the allocation of funds provided in the Indenture. The 2016 Series A Bonds are payable on a parity with certain Outstanding Bonds previously issued by the SFPUC under the Indenture. See “SECURITY FOR THE BONDS.”

**Limited Obligation.** The SFPUC is not obligated to pay the principal of, premium, if any, or interest on the 2016 Series A Bonds from any source of funds other than Net Revenues. The SFPUC has no taxing power. The General Fund of the City is not liable for the payment of the principal of, premium, if any, or interest on the 2016 Series A Bonds, and neither the credit nor the taxing power of the City is pledged to the payment of the principal of, premium, if any, or interest on the 2016 Series A Bonds. The 2016 Series A Bonds are not secured by a legal or equitable pledge of, or charge, lien, or encumbrance upon, any of the property of the City or of the SFPUC or any of its income or receipts, except Net Revenues. See “SECURITY FOR THE BONDS.”

MATURITY SCHEDULE  
(See inside cover)

The 2016 Series A Bonds are to be sold through a competitive sale expected to be held on \_\_\_\_\_, 2016.

The 2016 Series A Bonds are offered when, as and if issued by the SFPUC and received by the successful bidder, subject to the approval of validity by Stradling, Yocca, Carlson & Rauth, a Professional Corporation, Sacramento, California, and Amira Jackmon, Attorney at Law, Berkeley, California, Co-Bond Counsel to the SFPUC, and to certain other conditions. Certain matters will be passed upon for the SFPUC and the City by Orrick, Herrington & Sutcliffe LLP, San Francisco, California, Disclosure Counsel, and by the City Attorney of the City and County of San Francisco. It is expected that the 2016 Series A Bonds in fully registered form will be available for delivery in book-entry form through the facilities of DTC, on or about \_\_\_\_\_, 2016.

The date of this Official Statement is \_\_\_\_\_ 2016.

\* Preliminary, subject to change.  
OHSUSA:762547306

This Preliminary Official Statement and the information contained herein are subject to completion and as such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of the State of California. Under no circumstances shall this Preliminary Official Statement constitute an offer or the solicitation of an offer to buy, nor shall there be any sale of these securities, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of that jurisdiction.

# MATURITY SCHEDULE\*

## 2016 Series A Bonds

(Base CUSIP<sup>†</sup> Number: \_\_\_\_\_)

\$ \_\_\_\_\_ Serial Bonds

Maturity (October 1)	Principal Amount	Interest Rate	Price or Yield <sup>‡</sup>	CUSIP <sup>†</sup>
	\$	%	%	

\$ \_\_\_\_\_ % Term Bonds Due October 1, \_\_\_\_\_ Price:\*\* \_\_\_\_\_ % CUSIP<sup>†</sup> \_\_\_\_\_

\* Preliminary, subject to change.

† CUSIP is a registered trademark of The American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by Standard & Poor's Financial Services LLC on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP services. Neither the SFPUC nor the initial purchaser of the 2016 Series A Bonds assumes any responsibility for the accuracy of the CUSIP data.

‡ Reoffering prices and yields have been provided by the initial purchaser of the 2016 Series A Bonds. See "PURCHASE AND REOFFERING."

## WASTEWATER ENTERPRISE MAJOR FACILITIES

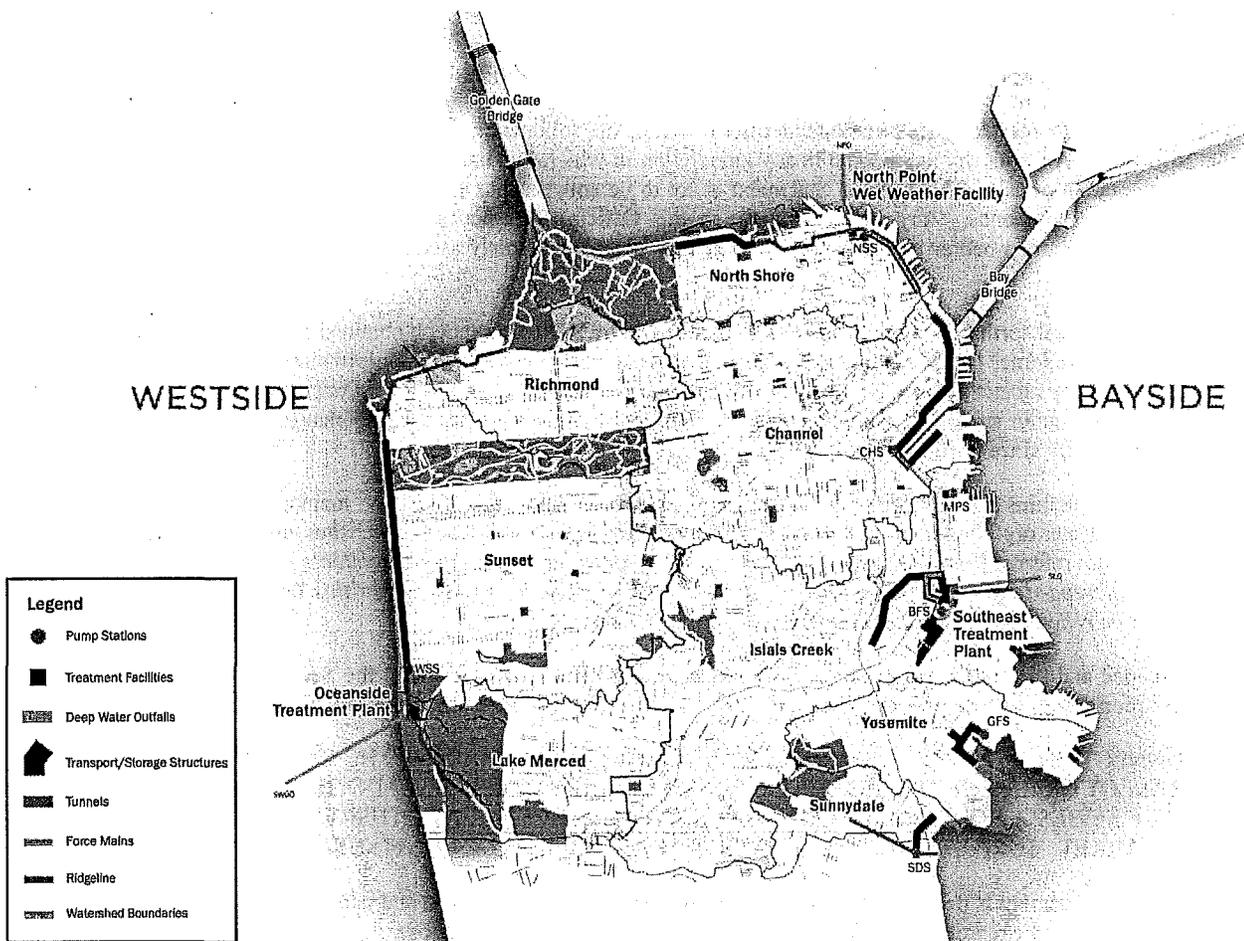


Figure 1-1 – SFPUC Wastewater Enterprise – Major Facilities (Not to Scale)

The SFPUC Wastewater Enterprise operates and maintains the City of San Francisco’s combined sewer system which collects and treats both sewage and stormwater. This system consists of 993 miles of sewer lines which collect sanitary sewage from homes, businesses, and stormwater runoff; large transport storage box facilities; 27 pump stations that transport sewage and stormwater; and three treatment plants that discharge the treated water into the San Francisco Bay and Pacific Ocean. San Francisco has eight distinct urban watersheds: five on the Bayside (North Shore, Channel, Islais, Sunnydale, and Yosemite) and three on the Westside (Richmond, Sunset, and Lake Merced). The three treatment plants in the sewer system treat sewage and stormwater based on whether the collection point is on the Bayside or the Westside. The Oceanside Treatment Plant is not connected to the Bayside treatment systems. The map above depicts certain major facilities of the combined sewer system and the ridge separating the Bayside from the Westside facilities. See “THE WASTEWATER ENTERPRISE.”

The 2016 Series A Bonds are not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the SFPUC or of its income or receipts, except Net Revenues. See “SECURITY FOR THE BONDS.”

## GENERAL INFORMATION

No dealer, broker, salesperson or other person has been authorized by the SFPUC to give any information or to make any representation other than those contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized by the SFPUC.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor the sale of the 2016 Series A Bonds, by any person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale. This Official Statement is not to be construed as a contract with the initial purchasers of the 2016 Series A Bonds. Any statement made in this Official Statement involving any forecast or matter of estimates or opinion, whether or not expressly so stated, is intended solely as such and not as a representation of fact.

The information set forth herein other than that provided by the SFPUC, although obtained from sources which are believed to be reliable, is not guaranteed as to accuracy or completeness. The information and expressions of opinion herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the SFPUC or the City since the date hereof.

The City maintains a website at <http://www.sfgov.org> and the SFPUC maintains a website at <http://www.sfwater.org>. In addition, certain information and reports found on other websites, and other information and reports, are referred to in this Official Statement. *The information and reports available on such websites, and the other referenced information and reports, are not incorporated by reference into this Official Statement and should not be relied upon in making an investment in the 2016 Series A Bonds.*

The issuance and sale of the 2016 Series A Bonds have not been registered under the Securities Act of 1933 in reliance upon the exemption provided thereunder by Section 3(a)2 for the issuance and sale of municipal securities.

IN CONNECTION WITH THE OFFERING OF THE 2016 SERIES A BONDS, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2016 SERIES A BONDS AT LEVELS ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

This Official Statement is delivered for use in connection with the issuance, sale and delivery of the 2016 Series A Bonds and may not be reproduced or used, in whole or in part, for any other purpose.

## FORWARD-LOOKING STATEMENTS

CERTAIN STATEMENTS CONTAINED IN THIS OFFICIAL STATEMENT REFLECT NOT HISTORICAL FACTS BUT FORECASTS AND "FORWARD-LOOKING STATEMENTS." ALL FORWARD-LOOKING STATEMENTS ARE PREDICTIONS AND ARE SUBJECT TO KNOWN AND UNKNOWN RISKS AND UNCERTAINTIES. NO ASSURANCE CAN BE GIVEN THAT THE FUTURE RESULTS DISCUSSED HEREIN WILL BE ACHIEVED, AND ACTUAL RESULTS MAY DIFFER MATERIALLY FROM THE FORECASTS DESCRIBED HEREIN. IN THIS RESPECT, THE WORDS "ESTIMATE," "PROJECT," "ANTICIPATE," "EXPECT," "INTEND," "BELIEVE" AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS. ALL PROJECTIONS, FORECASTS, ASSUMPTIONS, EXPRESSIONS OF OPINIONS, ESTIMATES AND OTHER FORWARD-LOOKING STATEMENTS ARE EXPRESSLY QUALIFIED IN THEIR ENTIRETY BY THE CAUTIONARY STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT. GIVEN THEIR UNCERTAINTY, INVESTORS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON SUCH STATEMENTS.

**SAN FRANCISCO PUBLIC UTILITIES COMMISSION**

Francesca Vietor, Commission President  
Anson Moran, Commission Vice President  
Ann Moller Caen, Commissioner  
Vince Courtney, Commissioner  
Ike Kwon, Commissioner

**PUBLIC UTILITIES COMMISSION OFFICIALS**

Harlan L. Kelly, Jr., General Manager  
Michael Carlin, Deputy General Manager and Chief Operating Officer  
Tommy T. Moala, Assistant General Manager, Wastewater Enterprise  
Juliet Ellis, Assistant General Manager, External Affairs  
Barbara Hale, Assistant General Manager, Power Enterprise  
Kathy How, Assistant General Manager, Infrastructure Division  
Steven R. Ritchie, Assistant General Manager, Water Enterprise  
Eric L. Sandler, Assistant General Manager, Business Services and Chief Financial Officer

**CITY AND COUNTY OF SAN FRANCISCO**

**MAYOR**

Edwin M. Lee

**BOARD OF SUPERVISORS**

London Breed, Board President, District 5

John Avalos, District 11  
David Campos, District 9  
Malia Cohen, District 10  
Mark Farrell, District 2  
Jane Kim, District 6

Eric Mar, District 1  
Aaron Peskin, District 3  
Katy Tang, District 4  
Scott Wiener, District 8  
Norman Yee, District 7

**CITY ATTORNEY**

Dennis J. Herrera

**CITY TREASURER**

José Cisneros

**OTHER CITY AND COUNTY OFFICIALS**

Benjamin Rosenfield, Controller  
Naomi Kelly, City Administrator

**SPECIAL SERVICES**

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Sacramento, California

Amira Jackmon, Attorney at Law  
Berkeley, California

Disclosure Counsel  
Orrick, Herrington & Sutcliffe LLP  
San Francisco, California

Co-Financial Advisors  
Public Resources Advisory Group  
Los Angeles, California

First Southwest Company, LLC  
Oakland, California

Trustee  
U.S. Bank National Association  
San Francisco, California

**TABLE OF CONTENTS**

	<u>Page</u>		<u>Page</u>
INTRODUCTION	1	Program Scope	40
Continuing Disclosure	3	Program Budget	41
THE 2016 SERIES A BONDS	4	Program Schedule:	42
General	4	Management Approach	42
Securities Depository and Book-Entry System	4	Potential Changes to SSIP Projects	42
Redemption	4	FINANCING PLAN FOR WASTEWATER	
Defeasance	6	ENTERPRISE CAPITAL PROGRAM	43
PLAN OF FINANCE	6	Long Term Financing of Capital Program.	43
ESTIMATED SOURCES AND USES OF FUNDS	7	Interim Funding of Capital Program.	43
SECURITY FOR THE BONDS	7	Sources & Uses of Funding the Capital Program.	44
Pledge of Net Revenues	7	FINANCIAL OPERATIONS	44
Flow of Funds	9	General	45
Rate Covenants	9	Wastewater Enterprise Rates and Charges	45
No Reserve Account	10	Revenues	50
Additional Series of Bonds	10	Operating and Maintenance Expenses	52
Additional Parity State Loans	12	Debt Management and Fund Balance Reserve	
Refunding Bonds	12	Policies	53
Subordinate Obligations; Obligations Not Payable		Investment of SFPUC Funds	53
from Revenues	12	Risk Management and Insurance	54
Investments	13	HISTORICAL OPERATING RESULTS	56
OBLIGATIONS PAYABLE FROM REVENUES	13	Summary of Historical Operating Results and Debt	
Authority for Issuance of Revenue Bonds and Other		Service Coverage	56
Obligations Payable from Revenues	13	Management Discussion	58
Outstanding Parity Revenue Bonds	13	PROJECTED OPERATING RESULTS	58
Additional Bonds	13	Assumptions Used in Projections	60
Parity State Loans	13	RISK FACTORS	60
Subordinate Debt and Commercial Paper	14	General	61
Contingent Payment Obligations	14	Limited Obligation	61
Other Obligations Payable from Revenues	15	No Reserve Account	61
Revenue Bond Oversight Committee	15	Commercial Paper Credit Facilities	61
Debt Service Requirements	15	Limitations on Rate-Setting	62
THE CITY AND COUNTY OF SAN FRANCISCO	17	Initiative, Referendum and Charter Amendments	
THE PUBLIC UTILITIES COMMISSION	18	and Future Legislation	62
General	18	Risks Related to Wastewater Enterprise Facilities	
Organization, Purposes and Powers	18	and Operation	62
Commission Members	19	Cost of the SSIP; Timely Completion of the SSIP	65
Management	19	Construction Related Risks	65
Employee Relations	21	Potential Impacts of Climatic Change and Sea Level	
Employee Benefit Plans	23	Rise	66
Pension and Health Care Costs Reforms	27	Economic, Political, Social and Environmental	
THE WASTEWATER ENTERPRISE	28	Conditions	66
Background and History	28	Bankruptcy	67
Service Area	29	Limitations on Remedies	68
Customer Base	29	Loss of Tax Exemption/Risk of Tax Audit of	
Combined Sewage and Stormwater System	30	Municipal Issuers	68
Wastewater Treatment	32	Change in Tax Law	68
System Capacity	35	Failure to Maintain Credit Ratings	68
Current System Demands	35	Secondary Market	69
Projected Future Demand	36	Uncertainties of Projections, Forecasts and	
WASTEWATER ENTERPRISE CAPITAL		Assumptions	69
PROGRAM	36	Other Risks	69
Capital and Financial Planning Process	36	REGULATORY MATTERS	69
Sewer System Improvement Program	37	History and Background	69
Renewal and Replacement	37	City Master Plan	69
Treasure Island	37	Federal and State Clean Water Act Permits	70
Wastewater Facilities and Infrastructure	38	Combined Sewer Overflow Control Policy	70
Environmental Considerations	38	Stormwater Regulations	70
SEWER SYSTEM IMPROVEMENT PROGRAM	39	Regulatory Trends	71
Program Summary	39		

**TABLE OF CONTENTS (Continued)**

	<u>Page</u>		<u>Page</u>
Other Regulatory Agencies with Jurisdiction Over the Wastewater Enterprise	72	LITIGATION	75
Other Laws Affecting the Wastewater Enterprise	72	TAX MATTERS	76
CONSTITUTIONAL, STATUTORY AND CHARTER LIMITATIONS	72	CERTAIN LEGAL MATTERS	78
State Law Limitations	73	RATINGS	78
Initiative and Referendum	75	PURCHASE AND REOFFERING	78
Charter Limitations	75	FINANCIAL STATEMENTS	79
Future Charter Amendments	75	CONTINUING DISCLOSURE	79
		CO-FINANCIAL ADVISORS	79
		APPROVAL AND EXECUTION	80
APPENDIX A - SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE			
APPENDIX B - SUMMARIES OF CERTAIN LOCAL INITIATIVES (PROPOSITIONS E AND P)			
APPENDIX C - SFPUC WASTEWATER ENTERPRISE FINANCIAL STATEMENTS			
APPENDIX D - PROPOSED FORM OF OPINION OF CO-BOND COUNSEL			
APPENDIX E - FORM OF CONTINUING DISCLOSURE CERTIFICATE			
APPENDIX F - SECURITIES DEPOSITORY AND BOOK-ENTRY SYSTEM			

OFFICIAL STATEMENT

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**PUBLIC UTILITIES COMMISSION  
OF THE CITY AND COUNTY OF SAN FRANCISCO  
WASTEWATER REVENUE BONDS,  
2016 SERIES A**

**INTRODUCTION**

*This Introduction is qualified in its entirety by reference to the more detailed information included and referred to elsewhere in this Official Statement. The offering of the 2016 Series A Bonds to potential investors is made only by means of the entire Official Statement. Terms used in this Introduction and not otherwise defined have the respective meanings assigned to them elsewhere in this Official Statement, including "APPENDIX A—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE."*

**General**

This Official Statement, including the cover page and Appendices hereto, is provided to furnish certain information in connection with the offering by the Public Utilities Commission of the City and County of San Francisco (the "SFPUC") of its Wastewater Revenue Bonds, 2016 Series A (the "2016 Series A Bonds").

**Authority for Issuance**

The SFPUC is issuing the 2016 Series A Bonds pursuant to authority granted by the Charter (the "Charter") of the City and County of San Francisco (the "City"), under Proposition E, approved by the voters of the City on November 5, 2002, and a Fourth Supplemental Indenture, dated as of \_\_\_\_\_ 1, 2016 (the "Fourth Supplemental Indenture"), by and between the SFPUC and U.S. Bank National Association, as trustee (the "Trustee"), which supplements an Indenture, dated as of January 1, 2003 ("Original Indenture"), by and between the SFPUC and the Trustee, as amended by a First Supplemental Indenture dated as of May 1, 2010 (the "First Supplemental Indenture"), a First Amendment to Indenture, dated as of May 1, 2010 (the "First Amendment to Indenture"), a Second Supplemental Indenture dated as of January 1, 2013 (the "Second Supplemental Indenture"), and a Third Supplemental Indenture dated as of February 1, 2013 (the "Third Supplemental Indenture"), each between the SFPUC and the Trustee. The Original Indenture, as so amended and supplemented, including and as amended and supplemented by the Fourth Supplemental Indenture, is referred to herein collectively as the "Indenture."

The 2016 Series A Bonds are being issued pursuant to Ordinance No. 107-14, adopted by the Board of Supervisors of the City (the "Board of Supervisors") on July 2, 2014, and under a resolution adopted by the SFPUC governing body (the "Commission") on \_\_\_\_\_, 2016.

See "OBLIGATIONS PAYABLE FROM REVENUES – Authority for Issuance of Revenue Bonds and Other Obligations Payable from Revenues."

**Purposes**

The 2016 Series A Bonds are being issued primarily to finance and refinance (through the retirement of commercial paper notes) select projects authorized in the capital program for the Wastewater Enterprise (as defined herein), including the Sewer System Improvement Program (as further described herein, the "SSIP"). See "WASTEWATER ENTERPRISE CAPITAL PROGRAM" and "SEWER SYSTEM IMPROVEMENT PROGRAM."

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\* Preliminary, subject to change.

Proceeds of the 2016 Series A Bonds will also be applied to (a) fund capitalized interest with respect to the 2016 Series A Bonds for a limited period, and (b) pay the costs of issuance of the 2016 Series A Bonds.

See "PLAN OF FINANCE."

### **The SFPUC and the Wastewater Enterprise**

The SFPUC is a department of the City responsible for the maintenance, operation and development of three utility enterprises. See "THE PUBLIC UTILITIES COMMISSION."

The Wastewater Enterprise provides sewage and stormwater collection, treatment and disposal services to residential, commercial and industrial customers in the City, as well as three municipal sewer service providers that serve residents and businesses in northern San Mateo County. The Wastewater Enterprise's services are provided through (i) a combined system that collects sewage and stormwater, (ii) three wastewater treatment plants and (iii) effluent outfalls to the San Francisco Bay and Pacific Ocean. See "THE WASTEWATER ENTERPRISE."

The other two enterprises of the SFPUC deliver retail water services to the City and wholesale water to users in three other Bay Area counties, and power (predominantly hydroelectric) for City government operations and to other users. The revenues of these other two enterprises are not available for, and do not secure, payment of the principal, of premium, if any, or interest on the Bonds. See "THE PUBLIC UTILITIES COMMISSION."

### **Security for the Bonds**

Under the Indenture, the SFPUC has irrevocably pledged the Net Revenues of the Wastewater Enterprise to the punctual payment of principal of, premium, if any, and interest on the Bonds (as defined below), which consist of any parity revenue bonds issued under the Indenture, including the 2016 Series A Bonds and the outstanding Bonds described below, subject to the flow of funds contained in the Indenture. The 2016 Series A Bonds and all other Bonds are secured by a parity lien on Net Revenues. See "SECURITY FOR THE BONDS."

The Indenture defines "Net Revenues" as all "Revenues," less all Operation and Maintenance Costs of the Wastewater Enterprise (each as further defined below). Revenues are generated principally from the sewer service charges to customers for the sanitary wastewater and stormwater collection, treatment and disposal services of the Wastewater Enterprise. Wastewater rates are set by the SFPUC, subject to rejection by resolution of the Board of Supervisors. See "FINANCIAL OPERATIONS."

**The SFPUC is not obligated to pay the principal of, premium, if any, or interest on the 2016 Series A Bonds from any source of funds other than Net Revenues. The SFPUC has no taxing power. The General Fund of the City is not liable for the payment of the principal of, premium, if any, or interest on the 2016 Series A Bonds, and neither the credit nor the taxing power of the City is pledged to the payment of the principal of, premium, if any, or interest on the 2016 Series A Bonds. The 2016 Series A Bonds are not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the City or of the SFPUC or any of its income or receipts, except Net Revenues. See "SECURITY FOR THE BONDS."**

No Reserve Account will be established for the 2016 Series A Bonds.

### **Outstanding and Future Parity Bonds and Other Indebtedness**

**Parity Bonds.** The SFPUC has issued four series of outstanding Bonds:

- wastewater revenue bonds captioned "Public Utilities Commission of the City and County of San Francisco Wastewater Revenue Bonds, 2010 Series A" (the "2010 Series A Bonds"), which were issued in the aggregate principal amount of \$47,050,000 on June 8, 2010;

- wastewater revenue bonds captioned “Public Utilities Commission of the City and County of San Francisco Wastewater Revenue Bonds, 2010 Series B (Federally Taxable – Build America Bonds – Direct Payment)” (the “2010 Series B Bonds”), which were issued in the aggregate principal amount of \$192,515,000 on June 8, 2010;

- wastewater revenue bonds captioned “Public Utilities Commission of the City and County of San Francisco Wastewater Revenue Bonds, 2013 Series A (Refunding)” (the “2013 Series A Bonds”), which were issued in the aggregate principal amount of \$193,400,000 on January 30, 2013; and

- wastewater revenue bonds captioned “Public Utilities Commission of the City and County of San Francisco Wastewater Revenue Bonds, 2013 Series B” (the “2013 Series B Bonds”), which were issued in the aggregate principal amount of \$331,585,000 on February 27, 2013.

The Indenture permits, upon the satisfaction of certain conditions, the issuance of additional bonds secured by a pledge of Net Revenues (the “Additional Bonds”) on a parity with the 2010 Series A Bonds, the 2010 Series B Bonds, the 2013 Series A Bonds, the 2013 Series B Bonds and the 2016 Series A Bonds. See “SECURITY FOR THE BONDS – Additional Series of Bonds.”

All bonds issued and outstanding at any given time under the Indenture, including the 2016 Series A Bonds as the context requires, are referred to collectively in this Official Statement as the “Bonds.”

**State Loans.** Under the Indenture, the SFPUC may enter into loan agreements with the State, and any board, department or agency thereof, in order to finance certain categories of projects relating to the facilities of the Wastewater Enterprise. These loans may be payable from Net Revenues on a parity with the Bonds (the “Parity State Loans”), or on a subordinated lien basis relative to the Bonds, as determined by the SFPUC. As of the date of this Official Statement, the SFPUC has entered into one Parity State Loan in the amount of \$7,435,000 for the Wastewater Enterprise’s Lake Merced Green Infrastructure – Holloway Green Street Project, an SSIP project. However, the Wastewater Enterprise has not yet submitted a request for reimbursement to, nor received reimbursement from, the State, so no repayment obligation has yet been incurred or calculated. See “OBLIGATIONS PAYABLE FROM REVENUES – Parity State Loans.”

See “SECURITY FOR THE BONDS—Additional Parity State Loans” and “APPENDIX A—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE.”

### **Risk Factors**

Investment in the 2016 Series A Bonds is subject to material risks. For a general overview of certain risk factors which should be considered, in addition to other matters set forth in this Official Statement, in evaluating an investment in the 2016 Series A Bonds, see “RISK FACTORS.”

### **Continuing Disclosure**

The SFPUC will covenant in a Continuing Disclosure Certificate, to be executed and delivered by the SFPUC concurrently with the issuance of the 2016 Series A Bonds, to provide certain financial information and operating data relating to the Wastewater Enterprise and notices of certain enumerated events, in certain cases only if material. Such information and notices will be filed by the SFPUC with the Municipal Securities Rulemaking Board (“MSRB”) through its Electronic Municipal Market Access system (“EMMA”). For more information concerning the SFPUC’s continuing disclosure commitment and the form of the Continuing Disclosure Certificate, see “CONTINUING DISCLOSURE” and “APPENDIX D – FORM OF CONTINUING DISCLOSURE CERTIFICATE.”

Although the SFPUC filed on EMMA materials describing the effectiveness of certain amendments to the Indenture, it failed to file timely a simultaneous and duplicative notice of a material event. The SFPUC has, at least once in the last five years, failed to file in a timely manner notice of a change in the rating of SFPUC bonds resulting from a change in the rating of a bond insurer. The current ratings of the SFPUC’s bonds are correct on EMMA.

This Official Statement speaks only as of its date, and the information contained herein is subject to change. Except as required by the Continuing Disclosure Certificate, the SFPUC has no obligation to update the information in this Official Statement. See “CONTINUING DISCLOSURE” and “APPENDIX D – FORM OF CONTINUING DISCLOSURE CERTIFICATE.”

#### **Other Matters**

Brief descriptions of the 2016 Series A Bonds, the security and sources of payment for the 2016 Series A Bonds, the SFPUC, and the Wastewater Enterprise are provided herein. Such descriptions do not purport to be comprehensive or definitive. Definitions of certain capitalized terms used herein may be found in “APPENDIX A—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE.” All references made to various documents herein are qualified in their entirety by reference to the forms thereof, all of which are available for inspection at the office of the SFPUC at:

San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 13th Floor  
San Francisco, CA 94102  
Attention: Assistant General Manager, Business Services and Chief Financial Officer  
(415) 554-3155

### **THE 2016 SERIES A BONDS**

#### **General**

The 2016 Series A Bonds will be dated as of their date of delivery and will accrue interest from the date of delivery at the rates per annum set forth on the inside cover page of this Official Statement. Interest on the 2016 Series A Bonds is payable on April 1 and October 1 of each year, beginning October 1, 2016. Interest on the 2016 Series A Bonds will be calculated on the basis of a 360-day year composed of twelve 30-day months.

The 2016 Series A Bonds will mature on the dates and in the principal amounts set forth on the inside cover page of this Official Statement. The 2016 Series A Bonds will be issued in fully registered form in denominations of \$5,000 or any integral multiple of \$5,000.

Under the Indenture, the record date with respect to the payment of principal of and interest on the Bonds is the 15th day of the month immediately preceding an interest payment date, whether or not such day is a Business Day.

#### **Securities Depository and Book-Entry System**

The 2016 Series A Bonds will be issued in fully registered form, registered in the name of Cede & Co., as nominee for The Depository Trust Company (“DTC”), New York, New York, as the Owner of the 2016 Series A Bonds.

So long as DTC, or its nominee, Cede & Co., is the Owner of the 2016 Series A Bonds, all payments on the 2016 Series A Bonds will be made directly to DTC. Disbursement of such payments to the DTC Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners of the 2016 Series A Bonds will be the responsibility of the DTC Participants. See “APPENDIX F—SECURITIES DEPOSITORY AND THE BOOK-ENTRY SYSTEM.”

#### **Redemption\***

*Optional Redemption.* The 2016 Series A Bonds maturing prior to October 1, \_\_\_\_ are not subject to redemption prior to their stated maturity dates.

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\* Preliminary, subject to change.

The 2016 Series A Bonds maturing on an after October 1, \_\_\_\_\_ are subject to redemption prior to their stated maturity, at the option of the SFPUC, from and to the extent of any source of available funds, as a whole or in part (and if in part, as described in the sub-section “—Selection of Bonds for Redemption” below), on any date on or after \_\_\_\_\_ 1, \_\_\_\_\_, at a redemption price equal to 100% of the principal amount of the 2016 Series A Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption, without premium. If 2016 Series A Bonds are to be optionally redeemed in part, the SFPUC shall direct the maturities, or portions thereof, to be redeemed.

**Mandatory Sinking Fund Redemption.** The 2016 Series A Bonds maturing on October 1, \_\_\_\_\_, and October 1, \_\_\_\_\_, and payable from the 2016 Series A Sinking Fund Account, are further subject to redemption prior to their stated maturity, from the 2016 Series A Sinking Fund Account, on any October 1 on or after October 1, \_\_\_\_\_, and October 1, \_\_\_\_\_, respectively, by lot within any such maturity if less than all of the 2016 Series A Bonds of such maturity and tenor be redeemed, upon payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, without premium.

The Trustee, on or before September 30 of each year (commencing on or before September 30, \_\_\_\_\_), will deposit in the 2016 Series A Sinking Fund Account from the Principal Fund moneys in an amount sufficient to call and redeem or to pay at maturity, as the case may be, the principal of 2016 Series A Term Bonds maturing on October 1, \_\_\_\_\_, in the following respective principal amounts on the next succeeding October 1 in each of the following years.

Redemption Date (October 1)	Principal Amount
	\$

\*

\* Maturity

The Trustee, on or before September 30 of each year (commencing on or before September 30, \_\_\_\_\_), will deposit in the 2016 Series A Sinking Fund Account from the Principal Fund moneys in an amount sufficient to call and redeem or to pay at maturity, as the case may be, the principal of 2016 Series A Term Bonds maturing on October 1, \_\_\_\_\_, in the following respective principal amounts on the next succeeding October 1 in each of the following years.

Redemption Date (October 1)	Principal Amount

\*

\* Maturity

**Selection of 2016 Series A Bonds for Redemption.** Subject to DTC’s procedures relating to the selection of bonds for redemption (see “APPENDIX F – SECURITIES DEPOSITORY AND THE BOOK-ENTRY SYSTEM,” whenever less than all of the 2016 Series A Bond of any one maturity are called for redemption, the Trustee will select the 2016 Series A Bonds of such maturity to be redeemed from the Outstanding 2016 Series A Bonds of that maturity. For purposes of such selection, 2016 Series A Bonds will be deemed to be made up of \$5,000 portions of principal.

**Notice of Redemption.** Notice of redemption will be mailed by the Trustee at least thirty days but not more than sixty days prior to the redemption date, to DTC (so long as the DTC Book-Entry System is used). The actual receipt by the owner of any 2016 Series A Bond of notice of such redemption is not a condition precedent to redemption, and failure to receive a redemption notice or any defect in a redemption notice will not affect the validity of the proceedings for the redemption of such 2016 Series A Bonds or the cessation of the accrual of interest

on the date fixed for such redemption. See "APPENDIX F – SECURITIES DEPOSITORY AND THE BOOK-ENTRY SYSTEM."

*Rescission of Notice of Redemption.* The SFPUC may, at its option, on or prior to the date fixed for redemption in any notice of optional redemption, rescind and cancel such notice of redemption by written request to the Trustee and the Trustee will give notice of such cancellation to the recipients of the notice of redemption being cancelled.

*Effect of Redemption.* When notice of redemption has been duly given as described above, and moneys for payment of the redemption price are held by the Trustee, the 2016 Series A Bonds called for redemption will, on the redemption date designated in such notice, become due and payable at the redemption price specified in such notice; and from and after the date so designated interest on the 2016 Series A Bonds called for redemption will cease to accrue, and such 2016 Series A Bonds will cease to be entitled to any benefit or security under the Indenture, and the Owners of said 2016 Series A Bonds will have no rights in respect thereof except to receive payment of the redemption price thereof. The Trustee, upon surrender for payment of any of said 2016 Series A Bonds, will pay such 2016 Series A Bonds at the redemption price, together with accrued interest thereon. All 2016 Series A Bonds redeemed will be cancelled upon surrender and no 2016 Series A Bonds will be issued in place thereof.

#### **Defeasance**

The obligations of the SFPUC and the pledge, lien, covenants and agreements of the SFPUC made or provided for in the Indenture will be fully discharged and satisfied as to any 2016 Series A Bond and such Bond will no longer be deemed outstanding thereunder if certain conditions set forth in the Indenture are satisfied. See "APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Defeasance."

#### **PLAN OF FINANCE**

The 2016 Series A Bonds are being issued to finance and refinance (through the retirement of commercial paper notes) a portion of the design, acquisition and construction of various capital projects in furtherance of the SFPUC's Wastewater Enterprise capital program, including the SSIP. See "ESTIMATED SOURCES AND USES OF FUNDS," "WASTEWATER ENTERPRISE CAPITAL PROGRAM and "SEWER SYSTEM IMPROVEMENT PROGRAM."

**ESTIMATED SOURCES AND USES OF FUNDS**

The proceeds of the 2016 Series A Bonds are expected to be applied as follows:

<u>Sources of Funds</u>	
Par Amount	\$
(Net) Original Issue Premium	_____
Total Sources	\$
<u>Uses of Funds</u>	
Deposit to 2016 Series A Capital Project Account (1)	\$
Retirement of Commercial Paper Notes	
Underwriter’s Discount	
Costs of Issuance (2)	
Capitalized Interest (3)	
Total Uses	\$ _____

- (1) To finance a portion of the SSIP and other capital program projects. See “PLAN OF FINANCE,” “WASTEWATER ENTERPRISE CAPITAL PROGRAM.”
- (2) The costs of issuance include amounts for legal fees, Trustee’s fees, financial advisory fees, fees of the Public Utilities Revenue Bond Oversight Committee, rating agency fees, printing costs, and other issuance costs relating to the issuance of the 2016 Series A Bonds.
- (3) Represents capitalized interest with respect to the 2016 Series A Bonds for a limited period.

**SECURITY FOR THE BONDS**

**Pledge of Net Revenues**

*General.* Under the Indenture, the SFPUC has irrevocably pledged the Net Revenues of the Wastewater Enterprise to the punctual payment of principal of, premium, if any, and interest on the Bonds, which consist of any parity revenue bonds issued under the Indenture, and Parity State Loans. This pledge is subject to the flow of funds contained in the Indenture, as described below. See “– Flow of Funds” below.

The facilities comprising the Wastewater Enterprise have not been pledged or mortgaged and do not otherwise secure payment of the Bonds.

Pursuant to Section 5451 of the California Government Code, the pledge of, lien on and security interest in Net Revenues and certain other funds granted by the Indenture is valid and binding in accordance with the terms thereof from the time of issuance of the 2016 Series A Bonds; the Net Revenues and such other funds will be immediately subject to such pledge; and such pledge will constitute a lien and security interest which will immediately attach to such Net Revenues and other funds and will be effective, binding and enforceable against the SFPUC, its successors, creditors, and all others asserting rights therein to the extent set forth and in accordance with the terms of the Indenture irrespective of whether those parties have notice of such pledge and without the need for any physical delivery, recordation, filing or other further act. Such pledge, lien and security interest are not subject to the provisions of Article 9 of the California Uniform Commercial Code.

For definitions of capitalized terms used herein and not otherwise defined, see “APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Definitions.”

*Limited Obligation.* THE SFPUC IS NOT OBLIGATED TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE 2016 SERIES A BONDS EXCEPT FROM NET REVENUES. THE SFPUC HAS NO TAXING POWER. THE GENERAL FUND OF THE CITY IS NOT LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE 2016 SERIES A BONDS, AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE CITY IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL

OF, PREMIUM, IF ANY, AND INTEREST ON THE 2016 SERIES A BONDS. THE 2016 SERIES A BONDS ARE NOT SECURED BY A LEGAL OR EQUITABLE PLEDGE OF, OR CHARGE, LIEN, OR ENCUMBRANCE UPON, ANY OF THE PROPERTY OF THE CITY OR OF THE SFPUC OR ANY OF ITS INCOME OR RECEIPTS, EXCEPT NET REVENUES.

**Wastewater Enterprise.** The Indenture defines "Enterprise" (referred to in this Official Statement as the "Wastewater Enterprise") as meaning the whole and each and every part of the municipal sanitary waste and storm water collection, treatment and disposal system and auxiliary or related facilities of the SFPUC, including all of the presently existing system of the SFPUC for the collection, treatment and disposal of sanitary waste and storm water and all future additions, betterments, and extensions to the system or any part thereof.

**Net Revenues.** The Indenture defines "Net Revenues" as all of the Revenues, less all Operation and Maintenance Costs of the Enterprise.

The Indenture defines "Revenues" as all gross revenues of the Wastewater Enterprise, including all charges received and all other income and receipts derived by the SFPUC from the operation of the Wastewater Enterprise, or arising from the Wastewater Enterprise, including connection and installation charges, but excluding:

- (a) any money received by or for the account of the SFPUC from the levy or collection of taxes;
- (b) moneys received from the State of California and the United States of America and required to be deposited in restricted funds;
- (c) refundable deposits made to establish credit;
- (d) advances and contributions made to the SFPUC to be applied to construction;
- (e) moneys received constituting casualty insurance proceeds with respect to all or any part of the Wastewater Enterprise (which shall be received and disposed of pursuant to the Indenture) and moneys received constituting other insurance proceeds;
- (f) moneys received from the sale or disposition of all or any part of the Wastewater Enterprise (which shall be received and disposed of pursuant to the Indenture);
- (g) moneys received upon the taking by or under the threat of eminent domain of all or any part of the Wastewater Enterprise (which moneys shall be received and disposed of pursuant to the Indenture);
- (h) proceeds from Bonds issued by the SFPUC or proceeds from loans or other indebtedness obtained by the SFPUC; and
- (i) moneys or securities received by the SFPUC as gifts or grants the use of which is restricted by the donor or grantor.

The term "Revenues" also includes (i) all interest or other income (excluding profits or losses from the sale or disposition of Permitted Investments or other securities owned by or on behalf of the SFPUC) derived from the deposit or investment of any moneys in any fund or account established under the Indenture (excluding any Rebate Fund and any escrow fund pledged for the payment of defeased bonds) or in any fund or account of the Wastewater Enterprise and legally available to pay Debt Service on the Bonds, and (ii) any other moneys, proceeds and other amounts that the SFPUC determines should be "Revenues" under the Indenture.

The Indenture defines "Operation and Maintenance Costs of the Enterprise" as the reasonable and necessary costs of operating and maintaining the Wastewater Enterprise, calculated on the basis of generally accepted accounting principles, including (among other things) salaries and wages, fees for services, costs of materials, supplies and fuel, reasonable expenses of management, legal fees, accounting fees, repairs and other expenses necessary to maintain and preserve the Wastewater Enterprise in good repair and working order, and

reasonable amounts for administration, overhead, insurance, taxes (if any), and the payment of pension charges and proportionate payments to such compensation and other insurance or outside reserve funds as the SFPUC may establish or the Board of Supervisors may require with respect to employees of the SFPUC, as provided in the Charter.

However, the term "Operation and Maintenance Costs of the Enterprise" excludes in all cases (a) depreciation and obsolescence charges or reserves therefor, (b) amortization of intangibles or other bookkeeping entries of a similar nature, (c) costs of capital additions, replacements, betterments, extensions or improvements to the Wastewater Enterprise, which under generally accepted accounting principles are chargeable to a capital account or to a reserve for depreciation, (d) charges for the payment of principal of and interest on any revenue bonds or other indebtedness issued before or after the date of the Indenture for Wastewater Enterprise purposes and (e) such costs as are scheduled to be paid by the SFPUC from moneys other than Revenues, such moneys to be clearly available for such purpose.

### **Flow of Funds**

The Indenture provides that all Revenues must be paid into the Revenue Fund, which must be maintained in the City Treasury. Moneys in the Revenue Fund, including earnings thereon, are required by the Indenture to be applied for the following purposes and only in the following order of priority:

- (a) payment of Operation and Maintenance Costs of the Enterprise;
- (b) payment of Bonds, Parity State Loans, Policy Costs and amounts due as reimbursement under any Letter of Credit Agreement, as provided in the Indenture; and
- (c) any other lawful purpose of the SFPUC.

Net Revenues deposited in the Revenue Fund, as described in (b) above, will be applied to pay interest and principal on the Bonds and to make deposits to the Bond Reserve Fund if the amounts therein are less than the Required Reserve. See "APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE."

The Indenture defines "Refundable Credits" as (a) with respect to a Series of Bonds issued as Build America Bonds under Section 54AA of the Code, which the SFPUC has elected to receive under Section 54AA(g)(1) of the Code, and (b) with respect to a Series of Bonds issued as Build America Bonds under any other provision of the Code that creates a substantially similar direct-pay subsidy program, the amounts which are payable by the Federal government under the applicable provisions of the Code, which the SFPUC has elected to receive under the applicable provisions of the Code.

The Indenture defines "Build America Bonds" as any bonds or other obligations issued as Build America Bonds under Section 54AA of the Code, or under any other provision of the Code that creates a substantially similar direct-pay subsidy program.

The Indenture provides that all of the Refundable Credits received by the SFPUC shall be deposited immediately upon receipt in the Interest Fund, and such Refundable Credits are irrevocably pledged to the punctual payment of the interest on the Bonds issued as Build America Bonds ("BABs"), and the Refundable Credits shall not be used for any other purpose while any of the Bonds issued as Build America Bonds remain Outstanding.

### **Rate Covenants**

*Sufficiency of Revenues.* The SFPUC has covenanted in the Indenture that it will, at all times while any of the Bonds remain Outstanding, establish, fix, prescribe and collect rates, fees and charges in connection with the sanitary wastewater and stormwater collection, treatment and disposal services and facilities furnished by the Wastewater Enterprise so as to yield Revenues at least sufficient, after making reasonable allowances for contingencies and error in the estimates, calculated on a cash basis, to pay the following amounts:

- (a) the interest on and principal of the Bonds as they become due and payable (but not including any interest for which moneys have been deposited in the Interest Fund from the proceeds of any Series of Bonds or from any other source);
- (b) all other payments required for compliance with the terms of the Indenture and of any Supplemental Indenture providing for the issuance of Additional Bonds pursuant to the Indenture;
- (c) all other payments to meet any other obligations of the SFPUC which are charges, liens or encumbrances upon, or payable from, Revenues; and
- (d) all current Operation and Maintenance Costs of the Enterprise (but not including such Operation and Maintenance Costs of the Enterprise as are scheduled to be paid by the SFPUC from moneys other than Revenues, such moneys to be clearly available for such purpose).

**Debt Service Coverage.** In addition to the requirements described above, the SFPUC has covenanted that it will, at all times while any of the Bonds remain Outstanding, establish, fix, prescribe and collect rates, fees and charges in connection with the sewage and stormwater collection, treatment and disposal services and facilities furnished by the Wastewater Enterprise so as to yield Net Revenues during the immediately ensuing period of twelve months which (together with any fund balances of the SFPUC or the Wastewater Enterprise which are available for payment of Debt Service and are not budgeted to be expended during such twelve months, but excluding the Bond Reserve Fund), calculated on a cash basis, are at least equal to 1.25 times the Annual Debt Service (but excluding any interest moneys for the payment of which have been deposited in the Interest Fund from the proceeds of any Series of Bonds or from any other source) for said twelve-month period.

“Annual Debt Service” is defined in the Indenture as the sum of principal and interest on all Outstanding Bonds and Parity State Loans as computed for the twelve-month period ending June 30 to which reference is made, and calculated in a manner consistent with the determination of Average Annual Debt Service and Maximum Annual Debt Service as provided in the definitions thereof. In determining the amount of interest coming due during any twelve-month period ending June 30 on any Series of Bonds that were issued as Build America Bonds, including the 2010 Series B Bonds, amounts equal to the Refundable Credits the SFPUC is scheduled to receive during each such twelve-month period ending June 30 will be deducted from such interest. See “APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE.”

#### **No Reserve Account**

The Indenture requires that the Bond Reserve Fund be established with the Trustee and funded in an amount equal to the “Required Reserve,” if any, applicable to each series of Bonds. If the Required Reserve for a Series of Bonds is greater than zero, the Indenture requires the establishment of a bond reserve account (each, a “Reserve Account”) within the Bond Reserve Fund for such Series of Bonds, and requires the deposit in that bond reserve account of an amount equal to the Required Reserve for the related Series of Bonds.

The Fourth Supplemental Indenture does *not* require the establishment of a Reserve Account for the 2016 Series A Bonds. The Reserve Accounts established with respect to the 2010 Series A Bonds and the 2010 Series B Bonds do not secure the 2016 Series A Bonds. No Reserve Account has been established with respect to the 2013 Series A Bonds or the 2013 Series B Bonds.

#### **Additional Series of Bonds**

The Charter and the Indenture authorize the issuance of Additional Bonds payable from Net Revenues on a parity with Outstanding Bonds and the 2016 Series A Bonds, upon satisfaction of the conditions set forth therein.

The SFPUC expects to issue Additional Bonds to finance the costs of additional improvements included in the SSIP and other portions of the Wastewater Enterprise’s capital program. See “FINANCING PLAN FOR CAPITAL IMPROVEMENTS” and “RISK FACTORS—Costs of the SSIP; Timely Completion of the SSIP.”

**Charter Requirements.** Under the Charter, the SFPUC may issue revenue bonds (including Additional Bonds) relating to the Wastewater Enterprise without voter approval in the following circumstances, among others:

- (a) to issue revenue bonds (including Additional Bonds) approved by an affirmative vote of two-thirds of the members of the Board of Supervisors for the purpose of reconstructing, replacing, expanding, repairing or improving the Wastewater Enterprise;
- (b) to issue bonds (including Additional Bonds) approved by an affirmative vote of three-fourths of the members of the Board of Supervisors if the bonds are to finance buildings, fixtures or equipment which are deemed necessary by the Board of Supervisors to comply with an order of a duly constituted state or federal authority having jurisdiction over the Wastewater Enterprise; and
- (c) to issue refunding bonds which are expected to result in net debt service savings to the City on a present value basis, calculated as described in the SFPUC's Debt Management Policies and Procedures.

The Charter also generally authorizes the SFPUC to issue revenue bonds upon the approval of a majority of the voters voting on the proposition at a general or special election.

**Indenture Requirements.** The Indenture provides that Additional Bonds secured on a parity with the Bonds may be issued for any lawful purpose if no Event of Default has occurred and is continuing under the Indenture or any Supplemental Indenture and no event has occurred which, but for the passage of time or the giving of notice, would constitute an Event of Default under the Indenture or any Supplemental Indenture. Prior to the issuance of such Additional Bonds, the SFPUC is required to file with the Trustee, among other documents, the following:

- (a) a Certificate of the Commission demonstrating that the SFPUC has complied with the rate covenant under the Indenture and that the requirements for issuing Additional Bonds under the Indenture have been met;
- (b) if any portion of the proceeds of such Series of Bonds is to be used to finance construction, a certificate of the Consulting Engineers setting forth (i) the estimated date of completion for the portion of the Project for which such Series of Bonds is being issued and for any other uncompleted portion of the Project, and (ii) an estimate of the cost of construction of such portion of the Project and of any other uncompleted portion of the Project;
- (c) a Certificate of the Commission setting forth for each of the next three Fiscal Years (and, if any portion of the proceeds of such Series of Bonds is to be used to finance construction, the three Fiscal Years following the Fiscal Year in which the Consulting Engineers estimate such portion of the Project will be completed), estimates of (i) Revenues, (ii) Operation and Maintenance Costs of the Enterprise and (iii) Net Revenues; and
- (d) a Certificate of the Commission setting forth (i) the estimates of Net Revenues as set forth in the Certificate of the SFPUC pursuant to paragraph (c) above for each of such three Fiscal Years (and, if any portion of the proceeds of such Series of Bonds is to be used to finance construction, the three Fiscal Years following the Fiscal Year in which the Consulting Engineers estimate such portion of the Project will be completed), (ii) the Annual Debt Service for each of such Fiscal Years, including Annual Debt Service as estimated in such Certificate of the Commission with respect to future Series of Bonds, if any, which such Certificate of the Commission shall estimate will be required to complete payment of the cost of construction of such portion of the Project and any other uncompleted portion of the Project, and (iii) demonstrating that the estimated Net Revenues (together with any fund balances of the SFPUC which are available for the payment of Debt Service but excluding the Bond Reserve Fund) in each of the Fiscal Years set forth in (c) above is at least equal to 1.25 times the Annual Debt Service for such respective Fiscal Years.

See "APPENDIX A—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE—Definitions."

The Indenture provides the SFPUC with flexibility as to the nature and terms of any Additional Bonds issued with a lien and charge on Net Revenues on a parity with the Outstanding Bonds. Such Additional Bonds may: mature over any period of time; bear interest at a fixed, variable or zero rate; be in any denominations; be in any form (including registered, coupon or book-entry); include or exclude redemption provisions; be subject to optional or mandatory tender for purchase; be sold at such price or prices; be further secured by any separate and additional security; and otherwise include such additional terms and provisions as the SFPUC may determine, consistent with the Indenture and applicable provisions of the Charter.

### **Additional Parity State Loans**

Pursuant to the Charter, the SFPUC can incur indebtedness, including additional State loans, without voter approval, but subject to Board of Supervisors' approval. The Indenture permits the SFPUC to enter into Parity State Loans or loans on a subordinated lien basis relative to the Bonds, as determined by the SFPUC. Pursuant to the State's Revolving Fund Loan program (the "SRF Loan Program"), the SFPUC entered into a State Revolving Fund Loan dated as of October 16, 2015 and plans to enter into additional State Revolving Fund Loans (each an "SRF Loan") over the next several years to obtain long-term financing for a portion of the SSIP. See "OBLIGATIONS PAYABLE FROM REVENUES—Parity State Loans."

Under the Indenture, the SFPUC may only enter into additional Parity State Loans if no Event of Default has occurred and is continuing under the Indenture or any Supplemental Indenture (and no event has occurred which, but for the passage of time or the giving of notice, would constitute an Event of Default under the Indenture or any Supplemental Indenture).

In addition, in connection with the execution and delivery of such Parity State Loans, the SFPUC is required to deliver a Certificate to the Trustee setting forth, for each of the next three Fiscal Years after the delivery of the Parity State Loans:

- (i) the Revenues and Operation and Maintenance Costs of the Enterprise; and
- (ii) the Annual Debt Service;

demonstrating that the estimated Net Revenues (together with any fund balances of the SFPUC which are available for Debt Service, but excluding the Bond Reserve Fund), in each of such three Fiscal Years is at least equal to 1.25 times the Annual Debt Service.

### **Refunding Bonds**

*City Charter Requirements.* The Charter permits the issuance of refunding bonds without voter approval only if such refunding results in net debt service savings on a present value basis, calculated as described in the SFPUC's Debt Management Policies and Procedures.

*Indenture Requirements.* The Indenture provides that Additional Bonds may be issued to refund any Bonds without meeting the test for the issuance of Additional Bonds described above, if the SFPUC delivers to the Trustee (among other documents) a certificate of a Qualified Financial Advisor to the effect that the Average Annual Debt Service for the Additional Bonds will be equal to or less than the Average Annual Debt Service on the Bonds to be refunded.

### **Subordinate Obligations; Obligations Not Payable from Revenues**

The Indenture permits the SFPUC to authorize and issue bonds, notes, warrants, certificates or other obligations or evidences of indebtedness, the principal of or interest on which would be payable either (i) from Net Revenues after and subordinate to the payment from Net Revenues of the principal of and interest on the Bonds, or (ii) from moneys which are not Revenues. The SFPUC may issue bonds or incur other indebtedness secured by a pledge of Net Revenues on a basis subordinate to the pledge thereof securing the Bonds without limitation.

**Investments**

The Indenture provides that moneys in all funds and accounts held by the Trustee under the Indenture shall be invested upon receipt in Permitted Investments as directed by the SFPUC and all accounts funds and accounts held by the Treasurer shall be invested in Legal Investments. "Legal Investments" means any obligations or investments in which the Treasurer may legally invest the SFPUC's funds. For information regarding the investment of moneys held in the various funds and accounts of the SFPUC, see "FINANCIAL OPERATIONS – Investment of SFPUC Funds."

**OBLIGATIONS PAYABLE FROM REVENUES**

**Authority for Issuance of Revenue Bonds and Other Obligations Payable from Revenues**

The Charter authorizes the SFPUC to issue revenue bonds and commercial paper notes and to incur other obligations payable from or secured by a pledge of Revenues. The 2016 Series A Bonds are being issued under Proposition E, Ordinance 107-14, adopted by the Board of Supervisors on July 2, 2014, and a resolution adopted by the Commission on \_\_\_\_\_, 2016. See "APPENDIX B—SUMMARIES OF CERTAIN LOCAL INITIATIVES (PROPOSITIONS E AND P)" and "SECURITY FOR THE BONDS—Additional Series of Bonds," "—Additional Parity State Loans" and "—Refunding Bonds."

**Outstanding Parity Revenue Bonds**

The following outstanding Bonds (the "Outstanding Bonds") have been issued pursuant to the Indenture and are secured by a parity pledge of Net Revenues.

Series of Bonds	Purpose	Initial Principal Amount	Principal Amount Outstanding as of April 1, 2016
Wastewater Revenue Bonds, 2010 Series A	Refinance capital program costs	\$ 47,050,000	\$ 47,050,000
Wastewater Revenue Bonds, 2010 Series B	Finance and refinance SSIP and other capital program costs	192,515,000	192,515,000
Wastewater Revenue Bonds, 2013 Series A	Refund 2003 Clean Water Bonds and refund SRF Loans	193,400,000	98,585,000
Wastewater Revenue Bonds, 2013 Series B	Finance and refinance SSIP and other capital program costs	331,585,000	331,585,000
Total:		\$764,550,000	\$669,735,000

**Additional Bonds**

The SFPUC intends to issue Additional Bonds under the Indenture to finance select capital program projects, including SSIP projects. See "WASTEWATER ENTERPRISE CAPITAL PROGRAM," "SEWER SYSTEM IMPROVEMENT PROGRAM" and "FINANCING PLAN FOR CAPITAL IMPROVEMENTS."

**Parity State Loans**

The SFPUC plans to enter into Parity State Loans with the State of California over the next several years to obtain long-term financing for a portion of the SSIP. The Parity State Loans are low-cost SRF Loans provided and administered by the State Water Resources Control Board on a project-by-project basis. The State's recently revised SRF Loan Program provides favorable terms to the SFPUC, including up to 30-year amortizing loan terms which commence upon project completion, an interest rate on each SRF Loan that is equal to one-half of the true interest cost for the State of California's most recent General Obligation Bond issue at the time such loan is entered into, and repayment of the SRF Loans on a parity with the Bonds rather than on a basis senior to the Bonds as had been the

case in connection with certain loans entered into under the prior version of the program. The SRF Loan Program offers loans to applicant entities based on available moneys and placement on a statewide priority list. Although placement on the priority list is a necessary condition to receiving SRF Loan Program moneys, placement on the priority list does not create an obligation on the part of the applicant to accept SRF Loan Program moneys.

Pursuant to the State's new SRF Loan Program, the SFPUC entered into an SRF Loan dated as of October 16, 2015 in the amount of \$7,435,000 for the Lake Merced Green Infrastructure – Holloway Green Street Project, an SSIP project. However, the Wastewater Enterprise has not yet submitted a request for reimbursement to, nor received reimbursement from, the State, so no repayment obligation has yet been incurred or calculated. Once funds are drawn pursuant to a reimbursement request, the interest rate on the loan will be 1.60%, and principal will amortize over a 30-year term commencing one year following completion of the project. The SFPUC currently expects debt service on the SRF Loan will first become due beginning in Fiscal Year 2018-19. This loan is the first of several SRF Loans the SFPUC anticipates entering into in order to finance SSIP projects. The State estimates that it can enter into approximately \$2.24 billion of SRF Loans with the SFPUC over the next five years based on current financial projections of the Wastewater Enterprise.

The SFPUC had previously entered into thirteen SRF Loans totaling an aggregate principal amount of \$280 million during the period from 1991 to 2001 under the State's original SRF Loan Program, including certain loans that were payable on a basis senior to repayment of the Bonds. As of February 2013, the SFPUC had paid in full all such prior SRF Loans, including by refunding certain loans with proceeds of the Series 2013 Series A Wastewater Revenue Bonds. The SFPUC has covenanted in the Fourth Supplemental Indenture not to enter into state loans payable on a basis senior to the Bonds.

#### **Subordinate Debt and Commercial Paper**

*No Limits on Subordinate Debt.* The SFPUC may issue bonds or incur other indebtedness secured by a pledge of Net Revenues on a basis subordinate to the pledge thereof securing the Bonds, without limitation.

*Commercial Paper Program.* In 2007, the SFPUC established a commercial paper program (authorized by Proposition E) to meet the interim expenditure and encumbrance needs relating to the Wastewater Enterprise's capital program. The commercial paper program has a current authorization of \$500 million. As of April 1, 2016, the SFPUC had \$135 million aggregate principal amount of Wastewater Commercial Paper Notes outstanding, all of which are secured by and payable from Net Revenues on a basis subordinate to the payment of debt service on the Bonds.

The Wastewater Commercial Paper Notes are supported by respective bank credit facilities, as follows: (a) a Letter of Credit (LOC) with Wells Fargo N.A. in the amount of \$75 million and a stated expiration date of February 11, 2017; (b) an LOC with Bank of America, N.A. in the amount of \$75 million and a stated expiration date of July 7, 2017; (c) an LOC with Barclays Bank PLC in the amount of \$100 million and a stated expiration date of October 19, 2018; (d) a Revolving Credit and Term Loan Agreement ("RCTLA") with The Bank of Tokyo Mitsubishi UFJ, Ltd., acting through its New York Branch in the amount of \$75 million and a stated expiration date of July 7, 2018; (e) an RCTLA with U.S. Bank National Association in the amount of \$75 million and a stated expiration date of February 8, 2017; and (f) an RCTLA with State Street Bank and Trust Company in the amount of \$100 million and a stated expiration date of October 20, 2016.

#### **Contingent Payment Obligations**

The Wastewater Enterprise has no interest rate swaps, caps or hedges or other contingent payment obligations payable from Revenues. The Wastewater Enterprise may in the future, however, incur contingent payment obligations payable from Revenues. Such contingent payment obligations may be payable on a parity with the Bonds if the conditions for the issuance of parity debt under the Indenture are met. See "SECURITY FOR THE BONDS—Additional Series of Bonds."

### **Other Obligations Payable from Revenues**

The SFPUC completed the construction of a new, 13-story office building at 525 Golden Gate Avenue in San Francisco to house the administrative offices of the SFPUC's three utility enterprises and moved into the building in July 2012. Total project costs were approximately \$202 million and were financed with land sale proceeds, fund balances, grants and the proceeds of certificates of participation (the "2009 Golden Gate COPs"), representing interests in a City General Fund lease, executed and delivered in two series (one of which constitutes Build America Bonds) on October 7, 2009 in the aggregate principal amount of \$167,670,000. Pursuant to a Memorandum of Understanding between the City and the SFPUC, the SFPUC will reimburse the City General Fund for all debt service in connection with this City financing (net of Refundable Credits received). The SFPUC allocates such payment obligations internally among its three utility enterprises based on percentage usage. The Wastewater Enterprise has been allocated 18.88% of such obligations, payable from Revenues on a basis subordinate to the payment of principal of and interest on the Bonds and any Parity State Loans.

### **Revenue Bond Oversight Committee**

On November 5, 2002, the voters of the City adopted Proposition P, an ordinance that established the Public Utilities Revenue Bond Oversight Committee ("RBOC") to report publicly to the Mayor, the SFPUC and the Board of Supervisors regarding the expenditure of revenue bond proceeds on the repair, replacement, upgrading and expansion of the Wastewater Enterprise, the Water Enterprise, and the Power Enterprise (each as defined herein).

The RBOC has seven members appointed as follows: two by the Mayor, two by the Board of Supervisors, one by the City Controller, one by the Bay Area Water Users Association under the auspices of the Bay Area Water Supply and Conservation Agency. The seventh member is the City's Budget Analyst or his or her representative. The work of the RBOC is funded by 1/20th of 1% of the gross bond proceeds of revenue bond issuances or sales to the extent permitted by law.

The RBOC's current term expires on January 1, 2019.

The RBOC may, by majority vote of all its members, prohibit the issuance or sale of authorized SFPUC revenue bonds which have yet to be issued or sold if, after reviewing materials provided by the SFPUC and conducting its own independent audit, and after consultation with the City Attorney, the RBOC determines that revenue bond proceeds have been or are being spent on purposes not authorized by the authorizing bond resolution or otherwise in a manner amounting to an illegal expenditure or illegal waste of such revenue bond proceeds. The SFPUC may appeal such a decision to the Board of Supervisors within thirty days. The Board of Supervisors may overturn such a decision by the RBOC by a two-thirds vote of all members of the Board of Supervisors with evidence from the SFPUC of corrective measures satisfactory to the Board of Supervisors or may remand the decision to the RBOC for further consideration.

For further information regarding the RBOC, see "APPENDIX B—SUMMARIES OF CERTAIN LOCAL INITIATIVES (PROPOSITIONS E AND P)."

### **Debt Service Requirements**

Set forth in the following table are debt service requirements for the 2010 Series A Bonds, the 2010 Series B Bonds, the 2013 Series A Bonds, the 2013 Series B Bonds and the 2016 Series A Bonds.

**DEBT SERVICE REQUIREMENTS ON OUTSTANDING BONDS**

Fiscal Year (ending June 30)	Outstanding Bonds <sup>(2)(3)</sup>	2016 Series A Bonds Principal	2016 Series A Bonds Interest	Total Debt Service <sup>(1)(4)</sup>
2016	\$15,905,413	\$	\$	\$
2017	52,253,751			
2018	50,496,301			
2019	50,553,826			
2020	50,639,601			
2021	50,711,476			
2022	49,248,476			
2023	45,719,966			
2024	41,379,962			
2025	41,252,516			
2026	41,118,113			
2027	40,969,768			
2028	40,818,158			
2029	40,653,598			
2030	40,478,303			
2031	40,299,043			
2032	40,104,952			
2033	39,902,608			
2034	39,695,346			
2035	39,477,702			
2036	39,250,596			
2037	39,012,852			
2038	38,767,150			
2039	38,505,339			
2040	38,240,155			
2041	37,964,181			
2042	37,820,700			
2043	37,821,600			
2044	-			
2045	-			
<b>TOTAL<sup>(1)</sup></b>	<b>\$1,159,061,445</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

(1) Totals may not add due to rounding.

(2) Includes 2010 Series A Bonds, 2010 Series B Bonds, 2013 Series A Bonds and 2013 Series B Bonds. Does not include debt service relating to the Parity State Loan in the amount of \$7,435,000 for the Wastewater Enterprise's Lake Merced Green Infrastructure – Holloway Green Street Project. The Wastewater Enterprise has not yet submitted a request for reimbursement to, nor received reimbursement from, the State, so no repayment obligation has yet been incurred or calculated. See "OBLIGATIONS PAYABLE FROM REVENUES – Parity State Loans." Also does not include debt service on subordinate Wastewater Commercial Paper Notes. See "OBLIGATIONS PAYABLE FROM REVENUES—Subordinate Debt and Commercial Paper."

(3) Calculation of interest due on Bonds shown without an offset for Refundable Credits.

(4) Outstanding Bonds, plus 2016 Series A Bonds principal, plus 2016 Series A Bonds net interest.

## THE CITY AND COUNTY OF SAN FRANCISCO

The City is the economic and cultural center of the Bay Area and northern California. The limits of the City encompass over 93 square miles, of which 49 square miles are land, with the balance consisting of tidelands and a portion of the San Francisco Bay (the "Bay"). The City is located at the northern tip of the San Francisco Peninsula, bounded by the Pacific Ocean to the west, the Bay and the San Francisco-Oakland Bay Bridge to the east, the entrance to the Bay and the Golden Gate Bridge to the north, and San Mateo County to the south. Silicon Valley is about a 40-minute drive to the south, and the wine country is about an hour's drive to the north. The City's most recently completed and adopted Comprehensive Annual Financial Report (the "CAFR") for its fiscal year 2013-14 reported that the City's population in 2013 was 837,442 according to the U.S. Census Bureau.

The San Francisco Bay Area consists of the nine counties contiguous to the Bay: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma Counties (collectively, the "Bay Area"). The economy of the Bay Area includes a wide range of industries, supplying local needs as well as the needs of national and international markets. Major business sectors in the Bay Area include retail, entertainment and the arts, conventions and tourism, service businesses, banking, professional and financial services, corporate headquarters, international and wholesale trade, multimedia and advertising, technology and higher education.

The City is a major convention and tourist destination. According to the San Francisco Travel Association, a nonprofit membership organization, during the calendar year 2013, approximately 16.9 million people visited the City and spent an estimated \$9.38 billion during their stay. The City is also a leading center for financial activity in the State and is the headquarters of the Twelfth Federal Reserve District, the Eleventh District Federal Home Loan Bank, and the San Francisco regional Office of Thrift Supervision.

The City benefits from a highly skilled, educated and professional labor force. The CAFR estimates that per-capita personal income of the City for fiscal year 2013-14 was \$76,886. The San Francisco Unified School District operates 5 transitional kindergarten schools, 72 elementary and K-8 school sites, 13 middle schools, 18 senior high schools (including two continuation schools and an independent study school), and 34 State-funded preschool sites, and sponsors 13 independent charter schools. Higher education institutions located in the City include the University of San Francisco, California State University-San Francisco, University of California-San Francisco (a medical school and health science campus), the University of California Hastings College of the Law, the University of the Pacific's School of Dentistry, Golden Gate University, City College of San Francisco (a public community college), the Art Institute of California – San Francisco, the San Francisco Conservatory of Music, the California Culinary Academy and the Academy of Art University.

San Francisco International Airport ("SFO"), located 14 miles south of downtown San Francisco in an unincorporated area of San Mateo County and owned and operated by the City, is the principal commercial service airport for the Bay Area and one of the nation's principal gateways for Pacific traffic. In fiscal year 2013-14, SFO serviced approximately 46.1 million passengers and handled 370,525 metric tons of cargo. The City is also served by the Bay Area Rapid Transit District ("BART") (electric rail commuter service linking the City with the East Bay and the San Francisco Peninsula, including SFO), Caltrain (a conventional commuter rail line linking the City with the San Francisco Peninsula), and bus and ferry services between the City and residential areas to the north, east and south of the City. San Francisco Municipal Railway ("Muni"), operated by the San Francisco Municipal Transportation Agency (the "SFMTA"), provides bus and streetcar service within the City. The Port of San Francisco (the "Port"), which administers 7.5 miles of Bay waterfront held in "public trust" by the Port on behalf of the people of the State, promotes a balance of maritime-related commerce, fishing, recreational, industrial and commercial activities and natural resource protection.

The City is governed by a Board of Supervisors elected from eleven districts to serve four-year terms, and a Mayor who serves as chief executive officer, elected citywide to a four-year term. Edwin M. Lee is the 43rd and current Mayor of the City, having been elected by the voters of the City in November 2011. The City's budget for fiscal years 2014-15 and 2015-16 totals \$8.58 billion and \$8.56 billion, respectively. The City's General Fund portion of each year's budget is \$4.27 billion in fiscal year 2014-15 and \$4.33 billion in fiscal year 2015-16, with the balance being allocated to all other funds, including enterprise fund departments, such as the SFMTA, SFO, the Port and the SFPUC. The City's CAFR estimates that the City employed approximately 29,236 full-time-equivalent

employees at the end of fiscal year 2013-14. According to the Controller, the preliminary fiscal year 2014-15 total net assessed valuation of taxable property in the City is approximately \$181.8 billion.

THE GENERAL FUND OF THE CITY IS NOT LIABLE FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS, AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE CITY IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE 2016 SERIES A BONDS. THE BONDS ARE NOT SECURED BY A LEGAL OR EQUITABLE PLEDGE, OF, OR CHARGE, LIEN, OR ENCUMBRANCE UPON, ANY OF THE PROPERTY OF THE CITY.

## THE PUBLIC UTILITIES COMMISSION

### General

The SFPUC is a department of the City responsible for the maintenance, operation and development of three utility enterprises: the Wastewater Enterprise, the Water Enterprise and the Power Enterprise (which is a component of Hetch Hetchy Water and Power), all as further described below.

*The revenues of the Water Enterprise and the Power Enterprise are not available for payment of the principal of, premium, if any, or interest on the Bonds. See "SECURITY FOR THE BONDS—Pledge of Net Revenues."*

### Organization, Purposes and Powers

**Wastewater Enterprise.** The Wastewater Enterprise's collection and treatment system consists of a combined sewer collection system conveying sewage and stormwater flows within the City to three water pollution control plants, also located within the City. Treated effluent flows are then discharged through deep-water outfalls into the San Francisco Bay and Pacific Ocean. The Wastewater Enterprise also currently provides sewage treatment service on Treasure Island pursuant to contract, and operates an onsite sewage and stormwater reclamation and treatment facility at the SFPUC headquarters at 525 Golden Gate Avenue. See "THE WASTEWATER ENTERPRISE."

**Water Enterprise.** Nearly 2.6 million people rely on water supplied by the SFPUC to meet their daily water needs through its Water Enterprise. The SFPUC serves as the retail water supplier for the City and is responsible for water deliveries to residents and institutions within the City limits, as well as to a number of retail accounts outside of the City limits. In addition, the SFPUC sells water to 26 Wholesale Customer entities in San Mateo, Alameda and Santa Clara Counties under contractual agreements.

*The revenues of the Water Enterprise are not "Revenues" under the Indenture and do not secure the payment of the principal of, premium, if any, or interest on the Bonds. See "SECURITY FOR THE BONDS—Pledge of Net Revenues."*

**Hetch Hetchy – Water and Power Operations.** Hetch Hetchy Water and Power operates dams (among them O'Shaughnessy Dam being the largest), reservoirs (among them Hetch Hetchy Reservoir being the largest), hydroelectric generation and transmission facilities and water transmission facilities from Hetch Hetchy Valley to the connection with the Water Enterprise (collectively, the "Hetch Hetchy Project"), which provides water for distribution through the Water Enterprise and hydroelectric power to municipal and public infrastructure, services and facilities of the City (the "Power Enterprise"). The Power Enterprise, which is a component of the Hetch Hetchy Water and Power Project, was created in February 2005 as a separate system within Hetch Hetchy Water and Power. The Power Enterprise focuses on providing adequate and reliable supplies of electric power to meet the municipal requirements of the City, including power to operate municipal streetcars and electric buses, street and traffic lights, municipal buildings and other City facilities, including SFO. Additionally, the Power Enterprise provides power to the Modesto and Turlock Irrigation Districts (located in the central valley of California) and to other commercial customers consistent with prescribed contractual obligations and federal law.

*The revenues of the Power Enterprise are not “Revenues” under the Indenture and do not secure the payment of the principal of, premium, if any, or interest on the Bonds. See “SECURITY FOR THE BONDS—Pledge of Net Revenues.”*

**Commission Members**

Under the Charter, the SFPUC is given exclusive charge of the operation and management of all water, wastewater and municipal customers’ energy supplies and utilities of the City as well as the real, personal and financial assets under the SFPUC’s jurisdiction. The SFPUC is governed by the Commission.

In June 2008, an initiative measure amended the Charter, changing the process for Commission appointments, and establishing qualifications for commissioners, as follows:

- The Commission consists of five members appointed by the Mayor, subject to confirmation by a majority of the Board of Supervisors.
- Seat 1 is designated for a member with experience in environmental policy and an understanding of environmental justice issues.
- Seat 2 is designated for a member with experience in ratepayer or consumer advocacy.
- Seat 3 is designated for a member with experience in project finance.
- Seat 4 is designated for a member with expertise in water systems, power systems, or public utility management.
- Seat 5 is designated for an at-large member.
- Members may be suspended by the Mayor and may be removed by a three-fourths vote of the Board of Supervisors for official misconduct.

The current members of the Commission and the appointment and expiration dates of their terms are:

Name and Title	Seat	Originally Appointed	Term Expires
Francesca Vietor, President	1	September 2008	August 2016
Anson Moran, Vice President	4	July 2009	August 2018
Ann Moller Caen	3	March 1997	August 2016
Vince Courtney	5	January 2011	August 2016
Ike Kwon	2	February 2015	August 2018

**Management**

Management of the SFPUC is led by the General Manager. The General Manager is appointed by the Mayor from candidates submitted by the Commission. Once appointed by the Mayor, the General Manager serves at the pleasure of the Commission; however, the Commission also has Charter authority to employ the General Manager under an individual contract.

Brief biographies of the General Manager and principal members of the senior management of the SFPUC are set forth below.

**Harlan L. Kelly, Jr.** Harlan L. Kelly, Jr. became General Manager of the SFPUC in September 2012. He previously served as the SFPUC’s Assistant General Manager, Infrastructure, and was responsible for implementing over \$10 billion in capital programs for water, sewer and power, including the \$4.6 billion Water System Improvement Program, the \$6.9 billion Sewer System Improvement Program, and the \$202 million SFPUC

Headquarters and Administration Building at 525 Golden Gate Avenue. His civil engineering career spanning nearly three decades includes his tenure as the City Engineer of San Francisco. At San Francisco Department of Public Works, he held functional and project management positions, including Acting General Manager, and Deputy Director of Engineering, during which he managed complex capital improvement programs that included the rebuild and seismic retrofit of City Hall, and expansions of convention, hospital, county jail, and public arts facilities. He is a licensed professional engineer, and a graduate of the University of California at Berkeley. He is the recipient of the Municipal Fiscal Advisory Committee's Public Municipal Excellence Award from the San Francisco Planning and Urban Research Association; the Public Works Leader of the Year Award from the American Public Works Association – Northern California Chapter; the Eminent Engineer Award from the National Engineering Honor Society Tau Beta Pi; and the Heroes and Hearts Award from the San Francisco General Hospital Foundation for exceptional community service. He is a member of the Construction Managers Association of America, the American Society of Civil Engineers, the National Society of Black Engineers, and the American Public Works Association. He is co-founder of the youth internship program Project Pull, which has been in continuous operation since 1995, and he has served on the Board of Directors of the Embarcadero YMCA.

**Michael Carlin.** Michael Carlin is the SFPUC Deputy General Manager and Chief Operating Officer (“COO”), reporting directly to the General Manager. He was appointed in 2009. As the Deputy General Manager and COO, Mr. Carlin supervises the agency's efforts in capital planning, emergency response, asset management, and other functions across the three business lines—water, power and wastewater. Prior to this position, Mr. Carlin served as the Assistant General Manager for Water where he led the effort to diversify the water supply portfolio. He continues in that role leading many of the environmental initiatives including addressing the impact of climate change on the organization. Mr. Carlin joined the SFPUC in 1996 as the Water Resources Planning Manager where he led the effort to develop comprehensive capital plans. That effort led to the establishment and execution of the Water System Improvement Program. Prior to joining the City, Mr. Carlin worked for more than a decade at the San Francisco Regional Water Board where he was the Planning Chief. Mr. Carlin holds a B.A. in Biology from San Francisco State University and an M.P.A. with an emphasis in Environmental Management from Golden Gate University. Mr. Carlin is a native San Franciscan and continues to live in the City today.

**Tommy T. Moala.** Tommy T. Moala is the Assistant General Manager of the Wastewater Enterprise which protects public health and safety and the environment through the collection and treatment of wastewater and stormwater. Mr. Moala oversees operations, maintenance, facility improvements and regulatory compliance for the City's three wastewater treatment plants, 993-mile long collection system and Treasure Island facilities. A former Naval Propulsion Engineer, Mr. Moala has more than 15 years' experience in managing wastewater systems. He began his 26-year career with the SFPUC as a Stationary Engineer, moving up steadily through the ranks to Senior Engineer, Chief Stationary Engineer and Operations Manager. A team recipient of the National Protection Agency O & M Award and the National Association of Clean Water Agency Award, Mr. Moala has also received then-Mayor Gavin Newsom's Public Managerial Excellence Award and the SFPUC O'Shaughnessy Award for organizing the SFPUC Emergency Response Team dispatched to Hurricane Katrina. He is a member of the Water Environment Federation, the California Water Environment Federation, the National Association of Clean Water Agencies and the American Water Works Association.

**Juliet Ellis.** Juliet Ellis is the Assistant General Manager for External Affairs at the SFPUC. Prior to joining the SFPUC as an Assistant General Manager, Juliet served as a Commissioner for two years. Juliet now oversees the implementation of Environmental Justice and Community Benefits policies as Assistant General Manager, along with the Policy and Government Affairs, Communications, and Sustainability Planning teams within the SFPUC. Juliet also oversees the SFPUC's national partnerships with other public utilities with the goal of scaling community benefits programs within the public sector. Before joining the SFPUC, Juliet spent nine years as the Executive Director of Urban Habitat, a regional social and environmental justice organization. She also served as the Associate Program Officer for Neighborhood and Community Development at The San Francisco Foundation. Juliet received her Masters of Science in Business Administration at San Francisco State University with an emphasis in Environmental and Urban Studies.

**Barbara Hale.** Barbara Hale is Assistant General Manager of the Power Enterprise. Ms. Hale oversees the Power Enterprise, including Power Retail Services, Utilities Services, Regulatory Affairs, Infrastructure Development and Power Purchasing and Scheduling. She is responsible for the development of a strategic business plan for the organization, setting out priorities, objectives, schedules and policy issues. Ms. Hale oversees all

power-related inter-governmental relations, works directly with the Commission on policy and capital matters, and provides direction and leadership to a multi-discipline staff at remote and downtown locations. Ms. Hale provides strategic advice on energy policy matters to the General Manager and manages a staff responsible for developing specific energy efficiency projects and renewable and other advanced sources of electrical generation. Ms. Hale also acts as liaison between the SFPUC and State and federal agencies responsible for energy policy, such as the California Public Utilities Commission, the California Energy Commission, the California Power Authority, the Federal Energy Regulatory Commission, and the United States Department of Energy. Ms. Hale graduated cum laude from San Francisco State University with a B.A. in Economics, receiving special recognition for high achievement with the Department Honors Award. Ms. Hale has pursued extensive graduate coursework in Applied Economics.

**Kathy How.** Kathy How is Assistant General Manager of Infrastructure, responsible for capital programs and projects implementation for SFPUC facilities, including the Water System Improvement Program, Sewer System Improvement Program and the Hetchy System Improvement Program. Prior to this position, Ms. How was Deputy AGM for Project Delivery, and was responsible for managing engineering design, construction management, and environmental review for all capital projects, whether in-house or consultant designed. Prior to joining the SFPUC in 2003, Ms. How was Assistant City Engineer at the Department of Public Works overseeing project management, architectural and engineering design and construction management for projects in the Seismic Safety bond programs, and Program Director for the Marina Yacht Harbor Renovations at the Recreation and Park Department. She joined the SFPUC to work on initiating program environmental review, development of program goals and objectives for the Water System Improvement Program, and implementation of projects. She is a licensed professional civil engineer in California, and holds a degree in Civil Engineering from the University of California, Berkeley.

**Steven R. Ritchie.** Steven Ritchie is the Assistant General Manager of the Water Enterprise, responsible for overseeing water system operations and planning from the Hetch Hetchy Project through the Regional Water System to the City Distribution Division. He is also responsible for the management of the SFPUC's lands and natural resources. Mr. Ritchie was the Manager of Planning at the SFPUC from 1995 to 1998. Prior to his current assignment, he managed the South Bay Salt Pond Restoration Project, a multi-agency effort to restore 15,100 acres of valuable habitat in South San Francisco Bay, while providing for flood risk management and public access. In addition, Mr. Ritchie has worked at management positions at the San Francisco Bay Regional Water Quality Control Board (1987-1995), the CalFed Bay-Delta Program (1998-2000), and URS consultants (2000-2004). He has a B.S. and M.S. in Civil Engineering from Stanford University.

**Eric L. Sandler.** Eric L. Sandler is Assistant General Manager, Business Services and Chief Financial Officer and is responsible for managing a range of internal and external service functions of the Commission including Finance, Customer Service, Information Technology, and Assurance and Internal Controls. Appointed in 2015, he has over 25 years of experience in municipal and infrastructure financing. Prior to joining the Commission, he served as Director of Finance for the East Bay Municipal Utility District, Director of Finance/Treasurer for the San Diego County Water Authority and Director of Financial Planning for the SFPUC. Before joining public service, Mr. Sandler worked in several infrastructure finance positions including renewable energy project finance and municipal investment banking. Mr. Sandler serves on boards and committees of various industry organizations including the Association of California Water Agencies and the National Association of Clean Water Agencies. He has a Bachelor's degree in Biology from Stanford University and a Master's degree in Business Administration from the University of California, Berkeley.

## **Employee Relations**

The wages, hours and working conditions of City employees, including employees of the SFPUC, are determined by collective bargaining pursuant to State law (the Meyers-Milias-Brown Act, California Government Code Sections 3500-3511) and the Charter. Except for nurses and a few hundred unrepresented employees, the Charter requires that bargaining impasses be resolved through final and binding interest arbitration conducted by a panel of three arbitrators. The award of the arbitration panel is final and binding unless legally challenged. Strikes by City employees, including employees of the SFPUC, are prohibited by the Charter. Since 1976, no City employees have participated in a union-authorized strike. See "RISK FACTORS – Legal Action."

The City's budget for Fiscal Year 2015-16 includes 29,053 budgeted City positions. City workers are represented by 37 different labor unions. The largest unions in the City are the Service Employees International Union, Local 1021; the International Federation of Professional and Technical Engineers, Local 21; and the unions representing police, fire, deputy sheriffs and transit workers. In May 2014, the City negotiated three-year agreements (for Fiscal Years 2014-15 through 2016-17) with most of its labor unions. In general, the parties agreed to: (1) annual wage increases schedule of 3% (October 11, 2014), 3.25% (October 10, 2015), and between 2.25% and 3.25% depending on inflation (July 1, 2016); and (2) some structural reforms of the City's healthcare benefit and cost-sharing structures to rebalance required premiums between the two main health plans offered by the City. These changes to health contributions build on reforms agreed to by most unions during earlier negotiations.

The SFPUC employs approximately 2,400 of the City's workers. The Charter governs the SFPUC's employment policies and authorizes the San Francisco Civil Service Commission to establish rules and procedures to implement those policies. Of the 37 labor unions representing City workers more broadly, 14 presently represent SFPUC employees. Most SFPUC employees collectively bargain every three years.

Over the next five years, nearly half of the SFPUC workforce will be eligible for retirement. A new generation of jobs will require workers with specialized training, skills and experience, and local hiring requirements will need to be observed. See The SFPUC's Strategic Sustainability Plan includes indicators for employee training and development. The SFPUC also provides ethics training, diversity training, management training, environmental management system training, as well as fraud prevention and awareness training.

The following table summarizes the number of SFPUC and Wastewater Enterprise employees covered by collective bargaining agreements as of February 26, 2016, each of which expire on June 30, 2017.

**TABLE 1  
COLLECTIVE BARGAINING AGREEMENTS**

<u>Employee Bargaining Unit</u>	<u>SFPUC Full-Time Equivalent Employment<sup>(1)</sup></u>	<u>Wastewater Enterprise Full-Time Equivalent Employment<sup>(1)</sup></u>
International Association of Machinists, Lodge 1414	47	3
Carpenters, Local 22	20	2
International Brotherhood of Electrical Workers, Local 6	127	21
Laborers, Local 261	152	35
San Francisco Association of Personnel Professionals, Local 21	38	2
Municipal Executives Association	157	11
Operating Engineers, Local 3	22	1
Plumbers, Local 38	224	34
International Federation of Professional and Technical Engineers, Local 21	925	163
Service Employees International Union, Local 1021	327	42
San Francisco City Workers United	14	5
Stationary Engineers, Local 39	317	211
Teamsters, Local 856	1	-
Teamsters, Local 853	39	15
Transport Workers Union Local 250-A, Automotive Service Workers	6	1
Unrepresented Employees	1	-
<b>Total</b>	<u>2417</u>	<u>546</u>

<sup>(1)</sup> As of February 26, 2016. Actual full-time equivalent employment totals will differ from the number of positions budgeted by the SFPUC for a variety of reasons, including certain requirements in the respective collective bargaining agreements.

Source: SFPUC.

**Employee Benefit Plans**

*Retirement System Plan Description.* The SFPUC participates in the City's single employer defined benefit retirement plan (the "Plan") which is administered by the San Francisco City and County Employees' Retirement System (the "Retirement System" or "SFERS"). The Plan covers substantially all full time employees of the SFPUC along with other employees of the City. The Plan provides basic service retirement, disability, and death benefits based on specified percentages of final average salary and provides cost-of-living adjustments after retirement. The Plan also provides pension continuation benefits to qualified survivors. The Charter and City Administrative Code are the authorities that establish and amend the benefit provisions and employer obligations of the Plan.

The Retirement System is administered by a Retirement Board consisting of seven members, three appointed by the Mayor, three elected from among the members of the Retirement System, at least two of whom must be actively employed, and a member of the Board of Supervisors appointed by the President of the Board of Supervisors. To aid in the administration of the Retirement System, the Retirement Board appoints an Executive Director and an Actuary. The Executive Director serves as chief executive officer, with responsibility extending to all divisions of the Retirement System. The Actuary's responsibilities include the production of data and a summary

of plan provisions for the independent consulting actuarial firm retained by the Retirement Board to prepare an annual valuation report and other analyses as described below. The independent consulting actuarial firm is currently Cheiron, Inc., a nationally recognized firm selected by the Retirement Board pursuant to a competitive process.

In response to an application filed by the Retirement System, the Internal Revenue Service (“IRS”) issued a favorable Determination Letter for SFERS in March 2012. Issuance of a Determination Letter constitutes a finding by the IRS that operation of the defined benefit plan in accordance with the plan provisions and documents disclosed in the application qualifies the plan for federal tax exempt status. The favorable Determination Letter included IRS review of all SFERS provisions, including Proposition C. See “—Pension and Healthcare Cost Reforms— Proposition C.”

**Plan Financial Reports and Funded Status.** The Retirement System issues a publicly available financial report that includes financial statements and required supplementary information for the Plan. That report may be obtained by writing to the San Francisco City and County Employees’ Retirement System, 30 Van Ness Avenue, Suite 3000, San Francisco, CA 94102, or by calling (415) 487-7020.

The funded status of the Plan as of July 1, 2014 (the most recent date for which information is available) was as follows:

**TABLE 2  
RETIREMENT PLAN FUNDED STATUS  
(AS OF JULY 1, 2014)**

	(000s)
Actuarial Liability	\$ 21,122,600
Actuarial Value of Assets	\$ 18,012,100
Unfunded Actuarial Liability	\$ 3,110,500
Funded Status (assets/liabilities)	85.3%

Source: SFERS.

The Retirement System discloses accounting and financial reporting information under GASB Statement No. 67, first implemented by the Retirement System in Fiscal Year 2013-14. The City reports accounting and financial information about the Retirement System under GASB Statement No. 68, first implemented by the City in Fiscal Year 2014-15. The accounting statements separated financial reporting from funding and required certain additional information in the notes to the City’s financial statements. Funding requirements relating to the SFPUC are described below in “—Retirement System Funding Policy.” In general, the City’s funding of its pension obligations is not affected by the changes to its reporting requirements under GASB Statement No. 68, though such changes did result in changes to the SFPUC’s reported salaries and working capital. See “HISTORICAL OPERATING RESULTS—Summary of Historical Operating Results and Debt Service Coverage.”

**Retirement System Funding Policy.** Contributions to the basic Plan are made by both the SFPUC and its employees. Employee contributions are mandatory. Employee contribution rates are approved through collective bargaining and vary by union and employment category. For Fiscal Years 2013-14 and 2014-15, the SFPUC’s employee contribution rates varied from 7.5% to 13.0% as a percentage of gross covered salary. For the 2014-15 Fiscal Year, most employee groups agreed through collective bargaining that employees would contribute the full amount of the employee contribution on a pretax basis.

The SFPUC is required to contribute at an actuarially determined rate and allocates the applicable portions of such contribution to the separate enterprises, including the Wastewater Enterprise. For the prior three Fiscal

Years, the Wastewater Enterprise has paid 100% of its required contributions. The contributions by the Wastewater Enterprise required for Fiscal Years 2012-13 through 2015-16 are summarized in the following table.

**TABLE 3  
WASTEWATER ENTERPRISE RETIREMENT PLAN CONTRIBUTIONS**

<b>Fiscal Year</b>	<b>Actuarially Determined Rate as a Percentage of Covered Payroll</b>	<b>Contribution (000s)</b>	<b>Percent of Required Contribution</b>
2012-13	20.70%	\$ 9,200	100%
2013-14	24.82%	11,290	100
2014-15	26.76%	12,288	100
2015-16 <sup>†</sup>	22.80%	10,427	100

<sup>†</sup> Based on Budget for Fiscal Year 2015-16.

Source: SFERS July 1, 2014 Actuarial Valuation Report (produced by Cheiron March 4, 2015); SFPUC.

The annual actuarial valuation of the Retirement System is a joint effort of the Retirement System and its independent consulting actuarial firm. The Charter prescribes certain actuarial methods and amortization periods to be used by the Retirement System in preparing the actuarial valuation. The Retirement Board adopts the economic and demographic assumptions used in the annual valuations. Demographic assumptions such as retirement, termination and disability rates are based upon periodic demographic studies performed by the consulting actuarial firm approximately every five years. Economic assumptions are reviewed each year by the Retirement Board after receiving an economic experience analysis from the consulting actuarial firm.

At the January 2015 Retirement Board meeting, the consulting actuarial firm recommended that the Retirement Board adopt the following economic assumptions for the July 1, 2014 actuarial valuation: long-term investment earnings assumption of 7.50%, long-term wage inflation assumption of 3.75% and long-term consumer price index assumption of 3.25%. After consideration of the analysis and recommendation, the Retirement Board voted to adopt these recommended assumptions. At the November 2015 Retirement Board meeting, the Retirement Board voted to continue these economic assumptions with no changes for the July 1, 2015 actuarial valuation following the recommendation of the consulting actuarial firm. The Retirement Board also voted to update demographic assumptions, including mortality, after review of a new demographic assumptions study by the consulting actuarial firm.

Upon receipt of the consulting actuarial firm's valuation report, Retirement System staff provides a recommendation to the Retirement Board for their acceptance of the consulting actuary's valuation report. In connection with such acceptance, the Retirement Board acts to set the annual employer contribution rates required by the Retirement System as determined by the consulting actuarial firm and approved by the Retirement Board. This process is mandated by the Charter.

Pursuant to the Charter, the consulting actuarial firm and the Retirement Board set the actuarially required employer contribution rate using three related calculations:

*First*, the normal cost is established for the Retirement System. The normal cost of the Retirement System represents the portion of the actuarial present value of benefits that SFERS will be expected to fund that is attributable to a current year's employment. The Retirement System uses the entry age normal cost method, which is an actuarial method of calculating the anticipated cost of pension liabilities, designed to fund promised benefits over the working careers of the Retirement System members.

*Second*, the contribution calculation takes account of the amortization of a portion of the amount by which the actuarial accrued liability of the Retirement System exceeds the actuarial value of Retirement System assets, such amount being known as an "unfunded actuarial accrued liability" or "UAAL." The

UAAL can be thought of as a snapshot of the funding of benefits as of the valuation date. There are a number of assumptions and calculation methods that bear on each side of this asset-liability comparison. On the asset side, the actuarial value of Retirement System assets is calculated using a five-year smoothing technique, so that gains or losses in asset value are recognized over that longer period rather than in the immediate time period such gain or loss is identified. On the liability side, assumptions must be made regarding future costs of pension benefits in addition to demographic assumptions regarding the Retirement System members including rates of disability, retirement, and death. When the actual experience of the Retirement System differs from the expected experience, the impacts on UAAL are called actuarial gains or losses. Under the Retirement Board's updated Actuarial Funding Methods Policy any such gain or loss is amortized over a closed 20-year period. Similarly, if the estimated liabilities change due to an update in any of the assumptions, the impact on UAAL is also amortized over a closed 20-year period. Prior to the updated Policy which became effective with the July 1, 2014 actuarial valuation, the amortization period for gains, losses and assumption changes was 15 years at the valuation date.

*Third*, supplemental costs associated with the various SFERS benefit plans are amortized. Supplemental costs are additional costs resulting from the past service component of SFERS benefit increases. In other words, when the Charter is amended to increase benefits to some or all beneficiaries of the Retirement System, the Retirement System's liability is correspondingly increased in proportion to the amount of the new benefit associated with service time already accrued by the then-current beneficiaries. These supplemental costs are required to be amortized over no more than 20 years according to the Charter. The Retirement Board has adopted a 15-year closed period for changes to active member benefits and a 5-year closed period for changes to inactive or retired members effective for all changes on or after July 1, 2014. The prior Board Retirement Policy specified closed 20-year periods for all benefit changes.

The consulting actuarial firm combines the three calculations described above to arrive at a total contribution requirement for funding the Retirement System in the next Fiscal Year. This total contribution amount is satisfied from a combination of employer and employee contributions. Employee contribution rates are mandated by the Charter. Sources of payment of employee contributions (*i.e.* in the case of the SFPUC, the SFPUC, or its employee) are the subject of collective bargaining agreements with each bargaining unit. As described above, most of the SFPUC's employee groups have agreed through collective bargaining that employees would contribute the full amount of the employee contribution on a pretax basis. The employer contribution rate is established by Retirement Board action each year and is expressed as a percentage of salary applied to all wages covered under the Retirement System.

The assumptions and calculations described above were made as of their respective dates and are subject to change thereafter, including, for example, as a result of a subsequent Retirement Board action to revise the actuarial assumptions applied in the calculations. There is a risk that actual results will differ significantly from such assumptions and calculations.

***Projected Future Pension Contributions and Costs.*** The new funding policies described above, favorable investment returns and the recognition of deferred investment gains following the large investment losses in Fiscal Year 2008-09, which is now fully reflected in the actuarial value of assets after a five-year smoothing period, resulted in a 3.96% decrease in the employer contribution rate for Fiscal Year 2015-16, from 26.76% to 22.80%. The City projects that SFERS employer contribution rates will increase beginning in Fiscal Year 2016-17, however.

***Health Care Benefits.*** Health care benefits of the SFPUC employees, retired employees and surviving spouses are financed by beneficiaries and by the City through the City and County of San Francisco Health Service System (the "Health Service System"). The Wastewater Enterprise's annual contribution for both active and retired employees amounted to approximately \$10.091 million and \$9.921 million in Fiscal Years 2013-14 and 2014-15, respectively.

Included in these amounts are \$2.678 million and \$2.771 million for Fiscal Years 2013-14 and 2014-15, respectively, to provide post-retirement benefits for the Wastewater Enterprise's retired employees, on a pay-as-you-go basis.

The City has determined a Citywide Annual Required Contribution (“ARC”), interest on net other post-employment benefits other than pensions (“OPEB”) obligation, ARC adjustment, and OPEB cost based upon an actuarial valuation performed in accordance with Governmental Accounting Standards Board Statement (“GASB”) No. 45, by the City’s actuaries. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover the normal cost of each year and any unfunded actuarial liabilities (or funding excess) amortized over 30 years. The City’s allocation of the OPEB related costs to the SFPUC for the year ended June 30, 2014 based upon its percentage of Citywide payroll costs is presented below.

The following table shows the components of the City’s annual OPEB allocations for the Wastewater Enterprise for the Fiscal Years ending June 30, 2014 and 2015, for the amount contributed to the plan, and changes in the City’s net OPEB obligation:

**TABLE 4**  
**ANNUAL OPEB OBLIGATION FOR THE WASTEWATER ENTERPRISE**  
**FOR FISCAL YEARS ENDING JUNE 30, 2014 AND JUNE 30, 2015**  
**(IN THOUSANDS)**

	2014	2015
Annual required contribution	\$ 7,020	\$ 7,323
Interest on net OPEB obligation	1,469	1,666
Adjustment to ARC	(1,224)	(1,390)
Annual OPEB cost (expense)	7,265	7,599
Contribution made	(2,678)	(2,771)
Increase in net OPEB obligation	4,587	4,828
Net OPEB obligation – beginning of year	32,565	37,152
Net OPEB obligation – end of year	37,152	41,980

Source: SFPUC, Financial Services.

The City issues a publicly available financial report on a City-wide level that includes the complete note disclosures and required supplementary information related to the City’s post-retirement health care obligations. The report may be obtained by writing to the City and County of San Francisco, Office of the Controller, 1 Dr. Carlton B. Goodlett Place, Room 316, San Francisco, CA 94102, or by calling (415) 554-7500.

The City’s OPEB Unfunded Actuarial Accrued Liability (“UAAL”) was \$3.9 billion for Fiscal Year 2014-15. The amount allocable to the Wastewater Enterprise, as of July 1, 2015, was \$83.6 million.

**Pension and Health Care Costs Reforms**

City voters have implemented City employee pension and health care cost reforms in recent years to help mitigate future cost increases. These include the following propositions:

**Proposition B.** Proposition B was a Charter amendment approved by voters in June 2008 that increased the years of service required to qualify for employer-funded retiree health benefits for City employees who retire under SFERS and were hired on or after January 10, 2009. Employees hired before January 10, 2009, became eligible to participate in the retirement health care system after 5 years of service and the employer paid 100% of the contribution. Proposition B also stated that a separate Retiree Health Care Trust Fund would be created to pay for the City’s future costs related to retiree health care. This trust fund will be funded by employer and employee contributions for employees hired on or after January 10, 2009. These new employees would contribute up to 2% of their pre-tax pay and employers would contribute 1%.

**Proposition C.** Proposition C was a Charter amendment approved by voters in November 2011 that changed the way the City and current and future employees share in funding SFERS pension and health benefits.

With regard to pension benefits, the base employee contribution rate remains at 7.5% for most employees when the City contribution rate is between 11% and 12% of City payroll. Employees making at least \$50,000 will pay an additional amount up to 6% of compensation when the City contribution rate is over 12% of City payroll. When the City contribution rate falls below 11%, employee contributions will be decreased proportionately.

Proposition C creates new retirement plans for employees hired on or after January 7, 2012 that: (1) for miscellaneous employees, increased the minimum retirement age to 53 with 20 years of service or 65 with 10 years; (2) for safety employees, kept the minimum retirement age at 50 with five years of service, but increased the age for maximum benefits to 58; (3) for all employees, limited covered compensation, calculated final compensation from a three-year average, and changed the multipliers used to calculate pension benefits, and (4) for miscellaneous employees, raised the age of eligibility to receive vesting allowance to 53 and reduced by half the City's contribution to vesting allowances.

With regard to health benefits, elected officials and employees hired on or before January 9, 2009, contribute up to 1% of compensation toward their retiree health care, with matching contribution by the City. For employees or elected officials who left the City workforce before June 30, 2001, and retire after January 6, 2012, Proposition C requires that the City contributions toward retiree health benefits remain at the same levels they were when the employee left the City workforce.

Proposition C also limits cost-of-living adjustments for SFERS retirees; however, in 2015, the Court of Appeals held in a suit against the City brought by a retiree organization, *Protect Our Benefits v. San Francisco* (1st DCA Case No. A140095), that certain changes to payment of supplemental cost of living allowances imposed by Proposition C could not be applied to current City employees and those who retired after November 1996 when the supplemental cost of living allowance provisions were originally adopted, but could be applied to SFERS members who retired before November 1996. On June 17, 2015, the California Supreme Court denied review of the Court of Appeals decision. It is estimated that the actuarial liabilities of the Plan will increase by approximately \$388 million, or 1.8%, for back payment of supplemental cost of living allowances payable for 2013 and 2014.

## **THE WASTEWATER ENTERPRISE**

### **Background and History**

Initial development of the City's combined system dates back to the second half of the nineteenth century. In accordance with common engineering practice of that period, the combined system collected both sewage and stormwater runoff and transported them to a large number of discharge points on the shoreline of San Francisco Bay. Now all municipal wastewater treatment providers nationally are required to provide some level of urban stormwater treatment.

Today the Wastewater Enterprise provides sewage and stormwater collection, treatment and disposal services through the operation of combined sewage and stormwater system. The Wastewater Enterprise provides such sanitary wastewater and stormwater services across eight distinct urban watersheds, with one all-weather wastewater treatment plant and one wet-weather treatment plant serving the North Shore, Channel, Islais, Sunnydale, and Yosemite urban watersheds with effluent outfalls to the San Francisco Bay (the "Bayside Watersheds"), and a separate all-weather wastewater treatment plant serving the Richmond, Sunset, and Lake Merced urban watersheds with an effluent outfall to the Pacific Ocean (the "Westside Watersheds").

Of an estimated total combined wastewater flow of 40 billion gallons per year throughout the entire system, aggregating both watersheds, approximately 34 billion gallons per year receive full secondary treatment, 4.5 billion gallons per year receive primary or decant treatment and are discharged to deep-water outfalls, and 1.5 billion gallons per year receive the equivalent to wet weather primary treatment and are discharged through nearshore outfalls.

In separate sewer areas of the city, new multi-phase revitalization projects such as Mission Bay, Treasure Island and the Hunter's Point Naval Shipyard are implementing green infrastructure or low-impact design elements

that allow for the treatment of stormwater by natural techniques such as vegetated swales, infiltration and other approved methods prior to discharge into the receiving waters.

The Wastewater Enterprise was operated by the City’s Department of Public Works until July 1996, when the Mayor transferred its operation to the SFPUC.

**Service Area**

The service area of the Wastewater Enterprise encompasses approximately 29,773 acres and includes residents of the City and of northern San Mateo County through arrangements with three municipal sewer service providers: North San Mateo County Sanitation District, the Bayshore Sanitary District and the City of Brisbane (collectively, the “Municipal Customers”). The SFPUC also currently provides waste treatment service on Treasure Island pursuant to contract, and expects eventually to expand its service area to include Treasure Island. See “—Wastewater Treatment—Contract Services,” “WASTEWATER ENTERPRISE CAPITAL PROGRAM—Treasure Island” and “FINANCING PLAN FOR WASTEWATER ENTERPRISE CAPITAL PROGRAM.”

The Wastewater Enterprise serves residential, commercial and industrial users, making up a daytime “population equivalent” of approximately 1,069,731 in 2014. United States Census estimates of the total daytime and nighttime populations of the City from 2010 to 2014 are reflected in the table below.

**TABLE 5**

**CITY OF SAN FRANCISCO POPULATION**

	2010	2011	2012	2013	2014
Daytime <sup>(1)</sup>	950,728	990,449	992,493	1,021,780	1,069,731
Nighttime	805,253	812,826	825,863	841,138	852,469

<sup>(1)</sup> Includes the estimated number of people who work, but do not live, within the City.

Source: United States Census.

**Customer Base**

As of January 2016, the SFPUC has 163,742 active retail wastewater accounts. Of these, over 90% are residential accounts, with the remainder being commercial, industrial, or municipal. Major non-residential customer categories include retail, offices, restaurants, and services, which together account for 50% of non-residential customers. The total number of customer accounts has changed very little over the previous five years, increasing by a total of less than 1% since January 2011. Although the City’s population is increasing, the SFPUC anticipates similarly modest growth in the total number of customer accounts over the next several years, as the majority of new customer accounts opened in the City are for urban infill construction replacing previously-existing buildings and the SFPUC’s multifamily residential accounts comprise multiple dwelling units. In addition to its retail customers, the SFPUC provides wholesale sewage treatment services to three customers located in northern San Mateo County, and operates wastewater treatment facilities on Treasure Island pursuant to a “caretaker” contractual agreement and certain lease agreements between the Treasure Island Development Authority and the U.S. Navy. See “—Wastewater Treatment—Contract Services.”

The following table sets forth a five-year history of the number of customer accounts served by the Wastewater Enterprise, grouped by user type.

**TABLE 6  
SUMMARY OF ACTIVE SEWER ACCOUNTS BY USER TYPE  
FOR FISCAL YEARS ENDED JUNE 30**

User Type	2011	2012	2013	2014	2015
Multi-Family Residential <sup>(1)</sup>	36,269	36,275	36,301	36,248	36,313
Single-Family Residential	110,608	110,875	111,007	111,125	111,173
<i>Subtotal Residential</i>	146,877	147,150	147,308	147,373	147,486
Commercial <sup>(1)</sup>	15,439	15,439	15,400	15,430	15,460
Municipal Customers	716	719	729	725	731
Suburban <sup>(2)</sup>	9	8	8	9	9
<b>Total</b>	<b>163,041</b>	<b>163,316</b>	<b>163,445</b>	<b>163,537</b>	<b>163,686</b>

<sup>(1)</sup> Includes Presidio Trust Accounts.

<sup>(2)</sup> In addition to suburban customers, service is provided to North San Mateo County Sanitation District, Bayshore Sanitary District and the City of Brisbane.

Source: SFPUC Customer Service.

Separate rate schedules apply to single-family residential, multi-family residential, and non-residential customers. See "FINANCIAL OPERATIONS—Wastewater Enterprise Rates and Charges."

#### **Combined Sewage and Stormwater System**

**History and Background Regarding Combined System.** On average, over three quarters of the City's annual rainfall occurs between November and March. Depending on the duration, intensity and storm pattern, combined flows of sewage and stormwater can exceed the collection and treatment system hydraulic capacity, resulting in combined sewer discharges.

In order to reduce the number and volume of combined sewer overflows during wet-weather events, the City built a series of large underground transport/storage structures (box sewers and tunnels) around the perimeter of the City to intercept, temporarily store, and transport the mixture of storm runoff and sewage to new or upgraded treatment facilities. The primary purpose of this system of transport/storage structures is to reduce the incidence and volume and provide treatment of discharges in wet weather. Prior to their construction, untreated combined sewer overflows occurred throughout the City whenever rainfall occurred at a rate of 0.02 inches per hour. By providing both storage volume and detention time, the transport/storage structures allow for treatment of the stored combined sewage and stormwater flows at the treatment plants after storms. In addition, the retention of the combined flows in the transport/storage structures allows solids to settle, and weir and baffle structures retain floatable materials, providing the equivalent of wet-weather primary treatment.

With these improvements, the facilities of the Wastewater Enterprise are designed to minimize the number of wet-weather discharge events. In all methods of discharge, the combined wastewater receives the level of treatment prescribed by federal and state law.

**Sewer Lines.** The Wastewater Enterprise's collection and transport system currently has a storage capacity of approximately 200 million gallons, and includes approximately 993 miles of sewer lines of which 781 miles is made up of collecting sewers of 36 inches or less in diameter.

TABLE 7

## SEWER SYSTEM BY PIPE LENGTH IN MILES AND AGE

Year Built	Gravity Pipe <36" Diameter	All Other Pipe <sup>(1)</sup>	Total Pipe	Percent of Total
1860 – 1900	85	45	130	13%
1901 – 1940	381	66	447	45
1941 – 1980	181	54	235	24
1981 – present	114	47	161	16
Unknown	20	0	20	2
Total	781	212	993	100%

<sup>(1)</sup> Includes gravity pipe greater than 36" in diameter, tunnels, force mains, transport/storage, effluent outfall and overflow discharge.

Source: SFPUC, Wastewater Enterprise

**Transport/Storage Structures.** In addition to sewer lines, the Wastewater Enterprise maintains 24 miles of underground transport/storage structures which are located around the perimeter of the city to intercept, temporarily store, and transport the mix of stormwater runoff and sewage to treatment plants. These structures, which operate in both dry and wet weather, were built between 1979 and 1997. The largest of these structures, the Westside Transport structure, is approximately 2 miles long, 45 feet deep and 25 feet wide. The transport/storage structures were designed with sufficient storage to reduce combined sewer discharges and protect beneficial uses of receiving waters for the San Francisco Bay and the Pacific Ocean. The transport/storage and collection system provides approximately 200 million gallons worth of storage (approximately three days of dry weather flow).

The performance of the transport/storage structures and treatment facilities complies with the requirements of the National Combined Sewer Overflow Control Policy, as implemented by discharge permits issued on behalf of the United States Environmental Protection Agency (the "EPA") by the San Francisco Bay Regional Water Quality Control Board (the "Regional Water Quality Control Board"). See "REGULATORY MATTERS." By providing both storage volume and detention time, the transport/storage structures allow for delayed treatment of combined sewage and stormwater flows at the treatment plants at the conclusion of a wet weather event. They also provide a "buffer" for dry weather flows in the event of an unplanned outage.

**Pump Stations.** The Wastewater Enterprise has 27 pump stations, which include six major all-weather pump stations, two major wet-weather pump stations, 18 minor pump stations, and one major effluent pump station for bayside effluent discharge.

**Outfalls and Nearshore Discharge Structures.** The Wastewater Enterprise currently has three offshore outfalls that discharge to deep waters — Southeast Bay Outfall, Northpoint Outfall, and Southwest Ocean Outfall. In addition to these outfalls, 36 combined sewer discharge structures, or near-shore outfalls, serve as relief points of the combined sewer system. These structures operate infrequently, and only during large storm events. Discharges through these permitted sites receive the equivalent of wet weather primary treatment.

**Urban Watershed Management.** The SFPUC is working to improve the system's stormwater drainage performance and its sewage treatment efficiency. The SFPUC Stormwater Program complies with regulatory requirements and is designed to maximize sewer system performance, engage community members in its work, improve watershed function, enhance the environmental quality of the City's neighborhoods, and protect the water quality of the San Francisco Bay and Pacific Ocean. To achieve these goals, the SFPUC has adopted regulations that require new and redevelopment projects in San Francisco to install and operate green technologies for managing stormwater runoff.

**Useful Life.** The average useful life of typical collecting sewers (i.e., gravity pipes 36 inches or less in diameter) is approximately 110 years. The average useful life for other sewer pipes/infrastructure (such as tunnels, force mains, transport/storage boxes) is 50 years, while large outfalls have a typical useful life ranging from 50 to 100 years. However, many conditions, including pipe material and soil conditions, affect actual pipe lifespan. The approximate ages of the various components of the Wastewater Enterprise's sewer lines are set forth in Table 7 above.

The historical rate of replacement for the Wastewater Enterprise's sewer pipes (less than 36-inch diameter) has been at a 200-year replacement cycle. Aging sewers, if left unaddressed, would result in increased leakage, sinkholes, sewer line failures, reduced system reliability and possibly public health and safety risks. The SFPUC has developed its capital program, including SSIP and the Renewal & Replacement program in part to address the aging infrastructure, with the objective of ultimately returning to a 110-year replacement cycle, and in part to upgrade other critical infrastructure. Replacement of specific sewer sections will be prioritized under an asset management approach which considers the current condition of the section in question and applicable risks of failure. The sewers will be inspected through closed-circuit television and the likelihood of failure will be calculated based on a condition scoring algorithm taking into account the severity and quantity of defects identified in each inspection. The consequence of failure is calculated based on level of service, including protection of the public, preservation and improvement of quality of life, cost efficiency, customer service, and environmental responsibility. To implement this Renewal and Replacement program, the SFPUC has divided the city into 182 individual grids for the purpose of scheduling inspections for all gravity sewer mains on a 5-year cycle. These grids are prioritized by predicted total risk, using age of sewer as the main factor. The goal is to inspect the sewers predicted to be in the worst condition and in highly sensitive locations first. As the inspections proceed, each surveyed sewer receives a risk score and sewers identified for replacement are scheduled based on risk scores, proximity, and utility coordination. See "WASTEWATER ENTERPRISE CAPITAL PROGRAM" and "SEWER SYSTEM IMPROVEMENT PROGRAM."

## **Wastewater Treatment**

**Wastewater Treatment Plants.** The Wastewater Enterprise operates three major wastewater treatment facilities (in addition to the transport/storage structures that provide the equivalent of wet weather primary treatment), two serving the Bayside Watersheds and one serving the Westside Watersheds:

- Southeast Water Pollution Control Plant (the "Southeast Plant"), which treats dry and wet weather flows collected from the Bayside Watersheds (18,597 acres, or 63% of the total city service area) as well as the Municipal Customers;
- North Point Wet-Weather Facility (the "North Point Facility"), which treats a portion of wet-weather flows collected from the north Bayside Watersheds; and
- Oceanside Water Pollution Control Plant (the "Oceanside Plant"), which treats dry and wet weather flows collected from the Westside Watersheds (11,176 acres, or 37% of the total city service area) and minor flows from northern San Mateo County.

The Oceanside Plant and related collection facilities in the Westside Watersheds are not interconnected with the Southeast Water Pollution Control Plant or the North Point Facility and the collection facilities in the Bayside Watersheds.

**Southeast Water Pollution Control Plant.** The Southeast Plant is an all-weather secondary wastewater treatment plant serving the sewage and stormwater treatment needs for nearly two-thirds of the City in the Bayside Watersheds, which consists of 18,587 acres including the Marina, Downtown, South of Market Area, Mission, Hunters Point, and Visitacion Valley neighborhoods, plus 1.65 million gallons per day ("mgd") of dry weather flow from North San Mateo City Municipal District, Bayshore Sanitary District and the City of Brisbane. Land uses in the Bayside Watersheds are a mixture of residential, commercial, light industrial and heavy industrial. The Southeast Plant, as the only Bayside dry-weather facility, is a critical component of the system that must meet high availability requirements. The Bayside Watersheds wastewater flow is collected by the combined sewer system and

conveyed to the Southeast Plant via gravity sewers, tunnels, transport/storage structures, pump stations and force mains.

The Southeast Plant provides preliminary, primary and secondary treatment using a high-purity-oxygen activated sludge process prior to effluent disinfection. Sludge treatment consists of gravity-belt thickening, anaerobic digestion, chemical conditioning and dewatering. Plant effluent is discharged during dry weather into the San Francisco Bay through a deep water outfall in the vicinity of Pier 80. During wet weather, treated effluent is discharged through the Pier 80 outfall and through an additional outfall at the shoreline of Islais Creek.

The Southeast Plant was planned and designed in the 1940s and commenced operations in 1951 as a primary treatment facility. In order to meet the mandates of the federal Clean Water Act, the Southeast Plant was expanded in the early 1980s to provide secondary treatment of all Bayside Watersheds dry-weather flows with a daily average design capacity of approximately 85 mgd and peak-hour design flow of 142 mgd. In 1996, the plant's wet weather capacity was increased to 250 mgd, with 150 mgd receiving secondary treatment prior to disinfection and discharge. During wet weather, additional wet-weather facilities are operated at the Southeast Plant to provide primary treatment and disinfection to the remaining 100 mgd of combined wastewater flow.

The Southeast Plant operates every day of the year in both wet weather and dry weather conditions. Many of its critical systems have operated past their expected useful life and replacement facilities are needed to ensure reliability requirements are met, including seismic upgrades. During the last two years, a full condition assessment was conducted of the Southeast Plant and the highest priority needs were identified for both the liquid treatment and solids treatment facilities. The assessment took into account current maintenance records, remaining life, and compliance with levels of Service. Projects have been identified for all of the major treatment processes, and for various support, monitoring and control systems. Maintenance and repair projects, including repairs to digester roofs and existing biosolids treatment and storage equipment, have been undertaken to bolster some of the facilities considered to be the most vulnerable so that they function until the new facilities are completed. See "SEWER SYSTEM IMPROVEMENT PROGRAM." Because the Southeast Plant is not interconnected with the other treatment plants, it cannot be shut down during construction of such projects as there would be no substitute wastewater treatment option. Instead, the Southeast Plant will remain in service during construction. See "RISK FACTORS—Risks Related to Wastewater Enterprise Facilities and Operation—Limited Redundancy."

**North Point Wet-Weather Facility.** The North Point Facility is a wet-weather primary wastewater treatment plant serving the northeast quadrant of the Bayside Watersheds, an area comprising predominantly commercial and residential land uses. The North Point Facility was originally constructed in 1951 as an all-weather primary treatment facility, but did not incorporate digesters and so sludge was pumped to the digesters at the newly constructed Southeast Plant for treatment. In response to the mandates of the federal Clean Water Act, the North Point Facility was converted into a strictly wet-weather treatment plant in 1983, providing up to 150 mgd of primary treatment.

The North Point Facility provides preliminary, primary and disinfection treatment. Effluent from the North Point Facility is discharged into the San Francisco Bay through a deep water outfall system at Piers 33 and 35. At the conclusion of each wet-weather event, grit and solids are flushed out of the sedimentation tanks and directed to the Channel Pump Station, which pumps them to the Southeast Plant for treatment.

**Oceanside Water Pollution Control Plant.** Constructed in 1993, the Oceanside Plant is an all-weather secondary wastewater treatment plant that provides the wastewater treatment and stormwater treatment needs for San Francisco's Westside Watersheds and San Mateo County flows that drain to this basin. Land uses in the Westside Watersheds are primarily residential.

The Oceanside Plant's dry weather capacity is up to 43 mgd of secondary treatment. The Oceanside Plant's wet-weather capacity is up to 65 mgd of primary and 43 mgd of secondary treatment using the high-purity-oxygen activated sludge process. Sludge treatment consists of gravity belt thickening, anaerobic digestion, chemical conditioning and dewatering. The Oceanside Plant began operations in September 1993 and complies with all dry- and wet-weather discharge requirements. Up to 195 mgd of plant effluent and decanted wet weather flow is discharged approximately 4 miles offshore into the Pacific Ocean through a deep ocean outfall.

**Emergency Operations.** The Wastewater Enterprise maintains up-to-date contingency plans in the event of an unplanned outage or failure of a treatment facility, process unit, pump station, sewer pipeline or other infrastructure element. The wastewater collection and treatment system is designed with some redundancy and flexibility in order to facilitate responses to emergency events, though the Westside Watershed and Oceanside Watershed are not interconnected. The collection system is equipped with pump stations and isolation valves so that flows can be redirected to help mitigate impacts in the event of a failure.

If an unplanned shutdown of critical treatment facilities were to occur, the transport/storage structures and collection system pipes provide approximately 200 million gallons of storage (providing up to several days of storage in some portions of the system, depending on the inflow). The wastewater treatment facilities and major pump stations are also built with some redundancy, and in some instances may continue operation with select equipment outages. Critical infrastructure elements with higher failure risk or for which adequate redundancy is not available have been identified as projects in the SSIP to increase system flexibility and the ability to respond to unplanned events. See “RISK FACTORS—Risks Related to Wastewater Enterprise Facilities and Operations.”

**Biosolids Management.** The Southeast Plant and the Oceanside Plant produce approximately 75,000 wet tons per year of sewage sludge or biosolids, which are highly treated and anaerobically digested. During wet-weather months, biosolids are trucked to the Potrero Hills Landfill in Solano County and the Altamont and Vasco Road Landfills in Alameda County, where biosolids are used as Alternative Daily Cover. During dry-weather months, biosolids are trucked to various ranches in Solano and Sonoma Counties and applied directly as a soil amendment for farming or to enhance pasture productivity in accordance with federal and local county regulations. Throughout the year, a portion of the SFPUC’s biosolids are sent to a ranch in Sacramento County for storage and/or land application in accordance with federal and local county regulations. Additionally, a small portion (about 5%) of the Southeast Plant biosolids are trucked to a Merced County composting site and are processed into a Class A biosolids compost.

The Wastewater Enterprise coordinates the application, testing and sampling procedures required by the applicable regulatory agencies. Because current beneficial use options may not offer a long-term solution (due to more stringent regulations and encroaching suburban development in currently agricultural use areas), the SFPUC is exploring other means of beneficially using biosolids and upgrading the level of treatment. The Oceanside Plant’s digesters have been retrofitted for a conversion to a Temperature Phased Anaerobic Digestion (“TPAD”) process, which will enable the Oceanside Plant to produce Class A biosolids. The SFPUC anticipates that TPAD processing will commence at the Oceanside Plant in by 2018. The SFPUC also plans to implement technology at the Southeast Plant to produce Class A biosolids as part of an SSIP project.

See “SEWER SYSTEM IMPROVEMENT PROGRAM – SSIP Projects and Scope” and “REGULATORY MATTERS” below.

**Contract Services.** The Wastewater Enterprise also provides waste treatment service on Treasure Island, by agreement with the Treasure Island Development Authority (“TIDA”), a non-profit public benefit agency vested with the rights to administer municipal services to Treasure Island and Yerba Buena Island during interim reuse of the property. Such waste treatment service is provided at a wastewater treatment plant currently owned by the U.S. Navy, subject to agreements between TIDA and the U.S. Navy for the conveyance of property on Treasure Island to TIDA. The wastewater system serving Treasure Island and Yerba Buena Island, located in San Francisco Bay between San Francisco and Oakland, are served by a wastewater system that currently relies on pumping to convey sewage to a secondary facility for treatment and discharge. The treatment plant is designed to treat an average of 2.0 mgd, with a permitted capacity of up to 4.4 mgd. The wastewater collection system consists of 10 miles of sewers and 29 wastewater pump stations. In addition, a stormwater collection system includes 6 stormwater pump stations and a number of shallow water outfalls.

In connection with ongoing redevelopment activities on Treasure Island, the SFPUC anticipates that the Treasure Island facilities, including collection and other facilities being built by the developer as part of the project, will eventually be transferred to the SFPUC and be integrated into the Wastewater Enterprise’s overall system assets. Following such transfer, the SFPUC would provide sewer discharge service and impose rates and charges directly on customers on Treasure Island, and payments the SFPUC receives from such customers would constitute Revenues as and to the extent provided under the Indenture. The SFPUC would also be responsible for operation

and maintenance, and such costs would constitute Operation and Maintenance Costs of the Enterprise as and to the extent provided under the Indenture. Finally, the SFPUC would be responsible for the future repair and replacement of all facilities transferred to it, including collection and treatment facilities. The SFPUC expects that it will need to replace the existing treatment plant on Treasure Island, and has included preliminary projected costs of such project in its Ten-Year Capital Plan. See “—System Capacity and Projected Needs—Projected Demand,” “WASTEWATER ENTERPRISE CAPITAL PROGRAM—Treasure Island” and “FINANCING PLAN FOR WASTEWATER ENTERPRISE CAPITAL PROGRAM.”

**System Capacity**

When the three treatment facilities and other elements of the collection system are fully operational, the Wastewater Enterprise can provide up to 575 mgd of combined wastewater and stormwater treatment, including 193 mgd of secondary treatment, 272 mgd of primary treatment and 110 mgd of equivalent-to-primary treatment provided by the transport/storage structures located around the perimeter of the City.

**TABLE 8**

**TREATMENT PLANT MAXIMUM CAPACITY  
(MILLION GALLONS PER DAY)**

Plant	Dry Weather	Peak Wet Weather
Southeast	105	250
Oceanside	43	65
North Point	N/A	150
Total	128	465

Source: SFPUC, Wastewater Enterprise

The three treatment plants discharge up to 365 mgd through deep-water outfalls. Another 100 mgd of secondary treated effluent with disinfection can be discharged through a shallow water outfall to Islais Creek during peak wet-weather events. The combined sewer system is designed to handle wet weather events and its permits explicitly allows for them, including discharge from the system when a storm exceeds the capacity of the system.

**Current System Demands**

Wastewater Enterprise facilities collected, treated and discharged an average of approximately 70 mgd of sanitary wastewater during dry-weather periods between 2011 and 2015. Both Bayside and Oceanside have been experiencing declining dry weather flows over the last five years, primarily due to water use conservation efforts.

**TABLE 9**

**AVERAGE DRY WEATHER TREATMENT  
IN FISCAL YEARS ENDED JUNE 30  
(MILLION GALLONS PER DAY)**

Plant	2011	2012	2013	2014	2015
Southeast	57.8	56.6	57.4	57.8	51.9
Oceanside	14.4	15.3	13.8	12.8	12.2
Total	72.2	71.9	71.2	70.6	64.1

Source: SFPUC, Wastewater Enterprise

**Projected Future Demand**

Results of the SFPUC’s water demand forecasts predict that the SFPUC’s in-City retail water demand will increase only slightly from 2010 through 2035, even though household population in the City is projected to increase by nearly 12% during the same period. See “—Service Area” and “—Customer Base.” This growth differential is attributable to decreases in average per capita water usage due to conservation, including significant use of low-flow plumbing fixtures. For wastewater production, this translates to relatively flat growth of influent flow to the treatment plants, but more solids and biochemical oxygen demand loading.

Results of the SFPUC’s water demand forecasts show that the SFPUC’s in-City retail water demand will increase only slightly from 2010 through 2035, even though household population in the City is expected to increase by nearly 12% for the same period. This is attributable to a decrease in average per capita water usage due to conservation, including the significant use of low-flow plumbing fixtures. For wastewater production, this translates to relatively flat growth of influent flow to the treatment plants, but more solids and biochemical oxygen demand loading.

The Wastewater Enterprise’s existing treatment plants have sufficient excess capacity to address the currently anticipated increase in demand, therefore no significant expansion is expected to be required in order to meet the needs of the City based upon these population growth projections alone. However, the SFPUC expects to provide a new treatment plant at Treasure Island with additional capacity and associated infrastructure in order to meet the needs at full build-out of the proposed conversion of the former Treasure Island Naval Station to residential and commercial uses, though agreements for the provision and construction of the treatment plant have not yet been finalized.

See “—Contract Services.”

Because the SFPUC maintains a combined sewer system, there may be other factors in the future, including environmental changes and regulatory developments, that could require expanded collection or treatment capacity.

**WASTEWATER ENTERPRISE CAPITAL PROGRAM**

**Capital and Financial Planning Process**

The SFPUC’s long-term capital and financial planning is performed on an annual rolling ten-year forward looking basis. The SFPUC prepares a Ten-Year Capital Plan for each of its enterprises, as required by the Charter of the City and County of San Francisco. The Ten-Year Capital Plan serves as the basis for the development of the annual Ten-Year Financial Plan. Proposed long-term capital programs, projects and investments, and related costs are included in the Ten-Year Financial Plan. Consistent with the Charter, updates to the Ten-Year Capital and Financial Plans are annually reviewed and adopted by the SFPUC Commission each February. The Ten-Year Financial Plan provides estimated rate impacts of projected capital and operating spending and assures compliance with debt service coverage and fund balance reserve policy requirements.

The Ten-Year Capital Plan is not a budget and is not “appropriated” like a budget. The Annual Capital Programs can be revised during the development of the budget and final projects, costs and totals for the Capital Programs can change. Consequently, even though the annual Capital Programs are based on the Ten-Year Capital Plan, they may occasionally differ from it.

The Wastewater Enterprise Ten-Year Capital Plan for Fiscal Years 2016-17 to 2025-26, adopted by the SFPUC Commission in February 2016, totals approximately \$5.5 billion, including projected SSIP costs for that period. See “FINANCING PLAN FOR WASTEWATER ENTERPRISE CAPITAL PROGRAM.” The Ten-Year Capital Plan includes projects in four categories: (i) the Sewer System Improvement Program; (ii) Renewal and Replacement; (iii) Treasure Island; and (iv) Wastewater Facilities and Infrastructure.

### **Sewer System Improvement Program**

The SFPUC has embarked on a comprehensive \$6.9 billion Sewer System Improvement Program (“SSIP”) to be implemented over approximately the next twenty (20) years. The SSIP is a series of major capital improvement projects that are intended to bring the City’s wastewater and stormwater collection system into a state of good repair, and meet levels of service goals endorsed by the Commission in 2012.

The SSIP capital projects address specific challenges and deficiencies facing the Wastewater Enterprise, maximize system reliability and flexibility, improve operational and seismic reliability, and ensure present and future regulatory compliance. The SSIP project development will also consider environmental benefits, sustainability, and community benefits in addressing long-term wastewater needs. However, the SFPUC is not subject to any consent decree requiring specific improvements. The implementation of the SSIP projects is being phased over a twenty (20) year period in an effort to maintain ratepayer affordability and minimize impacts throughout the City.

Information on the SSIP may be found in “SEWER SYSTEM IMPROVEMENT PROGRAM”.

### **Renewal and Replacement**

The Wastewater Enterprise undertakes renewal and replacement projects to improve performance or extend the service life of an existing asset. These projects are typically annual ongoing projects and fall into two categories: Renewal and Replacement Collection System and Renewal and Replacement Treatment Plants.

The Renewal and Replacement Collection System category includes the following projects: Condition Assessment projects to clean, video inspect, as well as perform condition assessment of sewer facilities; Sewer Improvement projects to maintain the existing functionality of the collection system and repair and replacement of structurally inadequate sewers; Spot Sewer Replacement projects which consist of as-needed replacement of localized failed sections of existing sewer facilities; Hydraulic Improvement projects to upgrade sewers with hydraulic deficiencies; and, Salt Water Intrusion projects to prevent San Francisco Bay water from entering the wastewater collection system, which can be detrimental to the treatment plant’s biological system and result in corrosion of exposed metal.

The Renewal and Replacement Treatment Plant Improvements includes projects to maintain the capacity and reliable performance and extend the useful life of aging assets such as transport/storage boxes, discharge structures, pump stations, force mains, tunnels and treatment plants. Priority lists are maintained for both collection and treatment projects, with collection system projects identified using an Asset Management approach which considers the current condition of the section in question and applicable risks of failure. See “THE WASTEWATER ENTERPRISE—Combined Sewage and Stormwater System—Useful Life.”

### **Treasure Island**

Treasure Island and Yerba Buena Island, located in San Francisco Bay between San Francisco and Oakland, are served by a wastewater system that currently relies on pumping to convey wastewater to a secondary facility for treatment and discharge. The treatment plant is designed to treat an average flow of 2 mgd, with a

permitted capacity of up to 4.4 mgd. These wastewater facilities are not interconnected with the wastewater infrastructure in San Francisco. The Treasure Island treatment plant is currently owned by the United States Navy, but operated and maintained by the Wastewater Enterprise pursuant to a cooperative agreement with the Navy. However, the SFPUC expects eventually to expand its service area to include Treasure Island. See “—Wastewater Treatment—Contract Services.” In connection with such expansion, the SFPUC anticipates constructing a new treatment plant with additional capacity and associated infrastructure in order to meet the needs at full build-out of the proposed conversion of the former Treasure Island Naval Station to residential and commercial uses, though agreements for the provision and construction of the treatment plant have not yet been finalized. The projected costs of such project are included in the SFPUC’s Ten-Year Capital Plan, however.

The Treasure Island and Yerba Buena Island wastewater collection system consists of 10 miles of sewers and 29 wastewater pump stations. In addition, a stormwater collection system includes 6 stormwater pump stations and a number of shallow water outfalls. With the exception of any new treatment plant constructed by the SFPUC, the SFPUC expects that the developer undertaking the conversion project will construct all other new wastewater infrastructure relating to the development, including collection facilities, prior to transferring such facilities to the SFPUC.

### **Wastewater Facilities and Infrastructure**

There are three projects that which fall into the category of Wastewater Facilities and Infrastructure: (i) the Ocean Beach Protection Project, (ii) the Southeast Community Facility and (iii) the Islais Creek Outfall.

The Ocean Beach Protection Project will facilitate the development of a comprehensive shoreline management and protection plan in partnership with relevant stakeholders and regulatory agencies to provide a long-term solution to the erosion issue along Ocean Beach between Sloat and Skyline Boulevard, in an effort to protect the integrity of critical SFPUC wastewater assets that are jeopardized by the ongoing shoreline erosion and to mitigate potential impacts to the Lake Merced Tunnel and other critical wastewater assets at this location. Such assets include the Lake Merced Transport Tunnel, the Westside Pump Station, the Westside Transport, and the Oceanside Plant.

The Southeast Community Facility was originally built in the 1980s as a community mitigation measure for expansion of the Southeast Plant with the purpose of providing opportunities for residents in the Bayview Hunters Point community to participate in education programs, to establish and expand daycare opportunities and to provide information and resources for the enhancement and growth of the community as a whole. The Southeast Community Facility Project will focus on improving the functional and operational reliability of the facility to ensure it fulfills its goals of providing for the education and jobs training needs of the community. Infrastructure improvements, such as energy efficiency upgrades, building envelope repairs, tenant space reconfigurations and consolidations, life/safety, and accessibility upgrades, as required by applicable codes will be provided. The project will include evaluation of programming and siting of the community facility and associated green houses.

The Islais Creek Outfall Project will replace the effluent pipelines within Islais Creek and rehabilitate the existing upstream, on-shore pipelines, booster pump station pump manifold and isolation valves. This project was recently included in the capital program following a determination by the SFPUC in 2015 that one of the two pipelines had extensive corrosion and a risk of pipeline failure would continue to exist until the issue could be addressed.

### **Environmental Considerations**

Projects undertaken by the SFPUC are generally subject to CEQA and certain projects involving the participation of federal agencies, including projects on federal land, are also subject to NEPA.

Under CEQA, a project that may have a significant effect on the environment and is to be carried out or approved by a public agency must comply with a comprehensive environmental review process, including the preparation of an Environmental Impact Report (“EIR”). The EIR reflects not only an independent technical analysis of the project’s potential impacts, but also the comments of other agencies with some form of jurisdiction

over the project and the comments of interested members of the public. Contents of the EIR include a detailed statement of the project's significant environmental effects; any such effects that cannot be avoided if the project is implemented; mitigation measures proposed to minimize such effects; alternatives to the proposed project; the relationship between local and short-term uses and long-term productivity; any significant irreversible environmental changes that would result from the project; the project's growth-inducing impacts; and a brief statement setting forth the agency's reasons for determining that certain effects are not significant and hence do not require discussion in the EIR. Prior to the sale of bonds, the San Francisco Planning Department Environmental Review Officer will issue a "Planning Certificate" required under Proposition E approved by the voters of San Francisco at the November 5, 2002 General Election. The Planning Certificate will identify the status of environmental review for each capital project to be funded under the proposed bond sale and the type of CEQA document either completed or to be completed for each project. CEQA compliance must be completed for each project prior to project approval or approval to award a construction contract to implement any project to be funded by the proposed bond sale. The Planning Certificate relating to the projects being financed from proceeds of the 2016 Series A Bonds was issued on May 19, 2014.

Any action or proceeding challenging the SFPUC's determination must be brought within 30 days following the filing of such notice. Actions have been, and in the future may be, filed against the SFPUC challenging a project's compliance with CEQA, including the adequacy of the EIR and other environmental documents, for particular projects. If an action challenging the SFPUC's compliance with CEQA is successful, the particular project could be delayed, revised, suspended or canceled. CEQA also contains a number of exemptions, which the SFPUC uses for its projects when appropriate.

As part of its regular planning and budgetary process, the San Francisco Planning Department gives careful attention to environmental considerations. All projects are evaluated under the SFPUC's environmental evaluation procedures, developed in compliance with federal and State laws and regulations, and City Ordinances and Administrative Code procedures.

## **SEWER SYSTEM IMPROVEMENT PROGRAM**

### **Program Summary**

The SFPUC has embarked on a comprehensive \$6.9 billion Sewer System Improvement Program ("SSIP") to be implemented in 3 phases over approximately the next 20 years. The SSIP is a series of major capital improvement projects that are intended to bring the City's wastewater and stormwater system into a state of good repair, and meet Commission-endorsed levels of service goals. The SSIP has a scope, budget and schedule based on the Commission's endorsed levels of service. The Commission's authorization of the program specified that the program would be implemented in three phases, with the highest priority and best defined projects to be included in Phase 1.

### **SSIP Program Development and Chronology**

In February 2010 the Commission directed staff to proceed with the procurement of a program management consultant to assist City staff with implementation of the SSIP. The AECOM-Parsons Joint Venture was selected and the Program Management Consultant ("PMC") team began work on September 6, 2011 to validate the SSIP scope, schedule, and budget.

On August 28, 2012, the Commission endorsed these SSIP Goals and levels of service, validated the scope and phased implementation approach for the overall \$6.9 billion SSIP, and authorized SFPUC staff to move forward with planning and development on a proposed Phase 1 set of SSIP projects representing \$2.7 billion.

In October, 2015, the PMC was assigned to work on refining program scope, budget and schedule based on newly available information, and various constraints and challenges. This effort included project re-prioritization, scope refinement, budget re-alignment and schedule re-alignment. The PMC assessment was completed in February 2016 and they provided SFPUC their recommendations for revising program.

On March 22, 2016, the Commission adopted the “March 2016 SSIP Baseline Scope, Budget and Schedule.” The overall SSIP budget remained at approximately \$6.9 billion, however, the budget for SSIP Phase 1 increased from \$2.7 billion to \$2.9 billion.

### **Program Objectives**

The SSIP capital improvement projects are designed to address specific challenges and deficiencies facing the Wastewater Enterprise, maximize system reliability and flexibility, improve operational and seismic reliability, and promote current and future regulatory compliance. The SSIP project development will also consider environmental benefits, sustainability, and community benefits in addressing the long-term wastewater needs.

### **Program Goals**

The program goals for the SSIP, as endorsed by the Commission in August 2012, include the following:

1. Provide a compliant, reliable, resilient and flexible system that can respond to catastrophic events;
2. Integrate grey and green infrastructure to manage stormwater and minimize flooding;
3. Provide benefits to impacted communities;
4. Modify the system to adapt to climate change;
5. Achieve economic and environmental sustainability; and
6. Maintain ratepayer affordability.

The March 2016 SSIP review did not change these program goals.

### **Program Scope**

According to the SSIP – Baseline, March 2016, the overall scope of SSIP projects is divided into three major subprograms: Treatment Plants, Collection System, and Land Reuse.

**Treatment Plants.** Treatment plant projects are proposed at the Southeast Plant, Oceanside Plant and North Point Facility that would address aging infrastructure and outdated technologies; increase seismic and operational reliability; and reduce odors, noise, visual and other public impacts. These projects would also address long-term regulatory compliance by ensuring continued performance that is aimed at meeting current and future regulatory mandates. The major treatment project is the Biosolids Digester Project at the Southeast Plant, which will replace the aged existing digester and solids handling treatment processes with a more technologically advanced facility, intended to ensure long-term reliable and sustainable treatment, improve the biosolids end product to a Class A level, and to ensure disposal and/or reuse of biosolids.

A majority of the SSIP improvements will occur at the Southeast Water Pollution Control Plant to upgrade the building and systems which were planned, designed and built in the 1940s and 1950s. See “WASTEWATER ENTERPRISE—Wastewater Treatment—Southeast Water Pollution Control Plant.” The largest project in the SSIP is the Biosolids Digester, a new digester and solids handling facility to replace the aging facility at the Southeast Plant. The new facility will include more modern treatment processes designed to produce Class A biosolids. Biosolids treatment processes are expected to include solids thickening, screening, dewatering, thermal hydrolysis pretreatment, digestion, gas handling, energy generation and reuse, and odor control. Several other SSIP projects are scheduled to be constructed at the Southeast Plant, which will require careful logistical and space planning and scheduling of key project interfaces. These other projects focus on liquid treatment and basic infrastructure, including: construction of a new all-weather 250 million gallon per day headworks facility and other improvements to oxygen generation, clarifiers, gas handling, disinfection, facility-wide distributed control systems and power feed

and switchgear. The Southeast Plant will be operational throughout the construction of these capital improvements. See “WASTEWATER ENTERPRISE—Wastewater Treatment—Southeast Water Pollution Control Plant” and “RISK FACTORS—Risks Related to Wastewater Enterprise Facilities and Operation—Limited Redundancy.”

In addition to the work at Southeast Plant, there will be reliability improvements to both Oceanside Plant and North Point Facility, including seismic, electric, and general reliability improvements for these aging facilities.

**Collection System.** Proposed collection system projects would increase the ability of the sewer system to collect and convey wastewater and stormwater and would address aging infrastructure including large diameter sewers, pump stations, transport/storage boxes, and combined sewer discharge structures. The collection system projects also include interdepartmental projects that capture sewer improvement opportunities arising from capital projects initiated by other City and County agencies. Other collection system improvements are expected to include reliability projects for sewer pipelines and boxes, combined sewer discharge structures, and pump stations. Additionally, the SFPUC anticipates projects focused on stormwater management and control, flood resilience (particularly in low lying areas that are susceptible to flooding) and green infrastructure. The green infrastructure is expected to include eight projects, one in each of the City’s eight urban watersheds, designed to assist the SFPUC in monitoring and evaluating the effectiveness of green infrastructure.

The major collection system project is the Central Bayside System Improvement Project. This project would provide redundancy back-up to the existing 66-inch Channel Force Main, which conveys 60% of the flow to the Southeast Plant, and improve stormwater conveyance in the local drainage basins. The Channel Force Main has been subject to long term settlement and previously experienced temporary failures in connection with the Loam Prieta Earthquake in 1989. Phase 1 of the SSIP includes complete planning and design work for this project. Flood Resilience is the next largest project and includes improvements to stormwater management systems intended to reduce flooding during wet weather. Particular improvements have been identified through the SFPUC’s urban watershed assessment process. The process involves characterizing each of the eight watersheds in the City through extensive hydraulic modeling, condition assessment and stakeholder input. A suite of projects to meet watershed objectives, including green infrastructure alternatives, have been initiated based on this characterization.

**Land Reuse.** There are currently projects to acquire 1800 Jerrold and 1801 Jerrold, located adjacent to the Southeast Plant (SEP), to serve a variety of functions in support of projects planned at SEP. Over the next ten years, multiple construction projects have been planned at SEP to upgrade and/or replace aging infrastructure. Each of these potential projects will require laydown, trailers and staging areas, as well as secured space for physical storage of equipment. 1800 Jerrold is a 6.04 acre site which is presently occupied by another city department under the Office of Contract Administration (OCA) and used as a central shop. 1801 Jerrold, a 1.54 acre site, is under the jurisdiction of the Department of Public Works and is presently used as a dispatch yard for Street Repair. It was formerly an asphalt plant for the city. Subsequent to the relocation of current occupants, the properties would be acquired and the sites cleared and remediated for other potential uses to support SEP and SSIP. Following the completion of geotechnical and environmental investigation, plans for demolition, environmental remediation and reuse will be developed.

### **Program Budget**

The Commission has authorized SFPUC staff to proceed with planning and developing projects for Phase 1 of the SSIP. To date, the Board of Supervisors has appropriated \$528 million for Phase 1 projects. Subject to Commission and Board of Supervisors consideration of project environmental review and actions to approve project budgets, construction of Phase 1 projects and implementation of Phases 2 and 3 of the SSIP would occur over the next 20 years. The following table summarizes the Approved Budgets for the March 2016 Revised SSIP.

**TABLE 10**  
**SEWER SYSTEM IMPROVEMENT PROGRAM**  
**(March 2016 Approved Budget)<sup>(1)</sup>**  
**(Millions)**

Subprograms	Phase 1	Phase 2	Phase 3	Total Project Cost Estimate
Treatment Plants	\$ 2,182	\$ 1,299	\$ 407	\$ 3,888
Collection System	505	1,708	476	2,670
Land Reuse	98			98
Program Management (PM)	125	152	43	320
<b>TOTAL SSIP</b>	<b>\$ 2,910</b>	<b>\$ 3,159</b>	<b>\$ 926</b>	<b>\$ 6,976</b>

(1) The Commission approved what is referred to as the "SSIP – Baseline" on March 22, 2016.

Due to the size of the overall program, a phased approach was developed to simplify implementation of the SSIP projects. This was done to manage rate impacts, consider construction sequencing impacts, and maintain existing operations and permit compliance. While all projects are needed to meet the Program's Level of Service, Phase 1 projects focused on ensuring regulatory compliance, enhancing process reliability and redundancy, improving plant odor control, and replacing antiquated biosolids and headworks facilities with state of the art technology. As such, Phase 1 focuses on treatment plant improvements, while Phase 2 emphasizes collection system improvements, and Phase 3 primarily focuses on improvements resulting from condition assessment investigations.

**Program Schedule:**

According to the Approved March 2016 Revised SSIP, the overall SSIP Phase 1 completion date is October 2026.

**Management Approach**

The development and implementation of the projects in the capital program, including SSIP projects, are led by SFPUC staff, with oversight and ultimate responsibility by the General Manager, Assistant General Manager of the Wastewater Enterprise, and Assistant General Manager of the Infrastructure Division.

Consultants are employed to support a number of programmatic functions, such as strategic program development, risk assessment and mitigation, program controls, various independent technical reviews, construction planning and management, and labor and community relations. The services of consultants are also used on an as-needed or project-specific basis to assist SFPUC staff with functions such as engineering design, environmental review, right-of-way engineering and surveying, and construction management.

**Potential Changes to SSIP Projects**

Because the SSIP projects are currently in the preliminary and planning stages, uncertainties exist that may result in changes to the scope and phasing of the projects, changes to the project budgets, and delays and cost increases. These factors include, without limitation, the following:

- market conditions and the bidding environment for construction costs, which could worsen over the 20-year life of the program;
- market conditions for financing the various phases of the SSIP, which could worsen over the 20-year life of the program;

- changes in the legal and regulatory requirements affecting the Wastewater Enterprise and the SSIP (see “REGULATORY MATTERS”);
- the discovery of unforeseen underground/geotechnical conditions, particularly for projects with tunneling activities and extensive earthwork;
- the discovery of unforeseen site conditions associated with existing infrastructure; many of the SSIP projects involve upgrades to existing structures and facilities that were built a very long time ago and accurate as-built records are not always available;
- the discovery of unforeseen site conditions associated with utility conflicts;
- unexpected failure of aging infrastructure or major equipment that warrant expedited repair or replacement;
- unexpected environmental discoveries that may impact construction activities; those may include the discovery of protected species, archaeological artifacts, contaminated soil or hazardous material at project sites;
- contractor claims, contractor non-performance, failure of contractors to execute within contract price, or failure of contractors to meet schedule terms;
- errors or omissions in contract documents (drawings and specifications) that may result in change orders;
- equipment and material vendors’ lack of compliance with quality and schedule requirements;
- inclement weather affecting contractor performance and timeliness of completion;
- labor issues involving work stoppages or slowdowns; or
- the occurrence of a major seismic or other natural or man-made catastrophic event.
- unforeseen public opposition to projects or elements of projects

See “RISK FACTORS.”

## **FINANCING PLAN FOR WASTEWATER ENTERPRISE CAPITAL PROGRAM**

### **Long Term Financing of Capital Program.**

Pursuant to the Wastewater Enterprise’s Ten-Year Financial Plan for Fiscal Years 2016-17 to 2025-26, which is based on the Ten-Year Capital Plan for that period, and which was adopted by the SFPUC Commission in February 2016, it is projected that long-term debt financing will fund approximately \$4.6 billion of the Ten-Year Capital Plan. Revenue (pay-as-you-go) funding will provide approximately \$819 million of funds for most of the remaining portion of the Ten-Year Capital Plan. Long-term debt financing is expected to be comprised primarily of Additional Bonds and Parity State Loans. See “OBLIGATIONS PAYABLE FROM REVENUES—Parity State Loans.”

### **Interim Funding of Capital Program.**

The Wastewater Enterprise utilizes its commercial paper program to meet the expenditure and encumbrance needs of capital projects on an interim basis through design and into the early project construction phase. Commercial paper is then refunded and consolidated into either long-term revenue bond issues or Parity State Loans when the outstanding and encumbered amount of commercial paper approaches authorized limits. This

approach allows the SFPUC to take advantage of lower short-term interest rates, and to size and closely time long-term financings with projected need.

The SFPUC has established a commercial paper program authorizing the issuance of up to \$500 million in Wastewater Commercial Paper Notes. Of such authorized amount, as of April 1, 2016 the SFPUC had \$135 million aggregate principal amount of tax-exempt Wastewater Commercial Paper Notes outstanding, which the SFPUC expects to repay in full using a portion of the proceeds of the 2016 Series A Bonds. The SFPUC anticipates issuing additional commercial paper to provide interim financing for Wastewater Enterprise capital projects under the \$500 million authorization. See "OBLIGATIONS PAYABLE FROM REVENUES – Subordinate Debt and Commercial Paper" and "PLAN OF FINANCE."

#### Sources & Uses of Funding the Capital Program.

The table below sets forth the projected sources and uses of funds for the Wastewater Enterprise's capital program, including the SSIP. Non-SSIP capital program categories include Renewal and Replacement projects, Wastewater Facilities and Infrastructure projects, and Treasure Island projects. The projected repayment of principal and interest on these future debt financings has been incorporated into the SFPUC's approved rates through Fiscal Year 2017-18, and has also been reflected in the remaining projection period set forth in the Ten-Year Financial Plan for Fiscal Years 2018-19 to 2025-26.

If the Wastewater Enterprise's capital program, including the SSIP, is carried out on the currently projected schedule, the SFPUC projects that retail sewer rates will increase annually by an average of approximately 11% from Fiscal Year 2018-19 to Fiscal Year 2025-26, after the current adopted rate period ends in Fiscal Year 2017-18. However, no rate increases beyond Fiscal Year 2017-18 have been proposed to, or adopted by, the SFPUC's Commission or submitted to the Board, and any future rate increases are subject to future Commission approval (subject to the Board's ability to reject rate increases). See "FINANCIAL OPERATIONS – Wastewater Enterprise Rates and Charges."

**TABLE 11**  
**WASTEWATER ENTERPRISE CAPITAL PROGRAM**  
**FINANCING PLAN FOR FISCAL YEARS ENDED JUNE 30**  
**(IN THOUSANDS)<sup>(1)</sup>**

	2016 <sup>(2)</sup>	2017	2018	2019	2020
<b>APPROPRIATIONS</b>					
SSIP	\$422,284	\$175,921	\$670,560	\$1,008,829	\$756,833
Renewal and Replacement	91,051	97,315	100,735	104,886	105,644
Wastewater Facilities & Infrastructure	23,300	12,000	19,000	29,000	26,000
Treasure Island	0	0	20,463	22,240	21,090
Total Uses	<u>\$536,635</u>	<u>\$285,236</u>	<u>\$810,758</u>	<u>\$1,164,955</u>	<u>\$909,567</u>
<b>SOURCES OF FUNDS</b>					
Revenue Bonds / Parity State Loans	\$482,635	\$230,136	\$763,258	\$1,114,455	\$833,067
Wastewater Revenues	41,000	43,000	45,000	48,000	74,000
Capacity Fee Revenues	13,000	12,100	2,500	2,500	2,500
Total Sources	<u>\$536,635</u>	<u>\$285,236</u>	<u>\$810,758</u>	<u>\$1,164,955</u>	<u>\$909,567</u>

<sup>(1)</sup> Amounts set forth are projections. Actual results may differ materially from these projections. See "FORWARD-LOOKING STATEMENTS" above.

<sup>(2)</sup> Budgeted.

Source: SFPUC, Financial Services

#### FINANCIAL OPERATIONS

## General

The SFPUC is a department of the City and, as such, the financial operations of its three enterprises are included in the Comprehensive Annual Financial Report of the City and shown as enterprise funds. *The City's Comprehensive Annual Financial Report is not incorporated by reference herein.*

The following information is provided with respect to the Wastewater Enterprise only and does not purport to reflect the financial position of the SFPUC or the City as a whole.

**Basis of Accounting.** The accounts of the Wastewater Enterprise are organized on the basis of a proprietary fund type, specifically an enterprise fund. The financial activities of the Wastewater Enterprise are accounted for on a flow of economic resources measurement focus, using the accrual basis of accounting. Under this method, all assets and liabilities associated with its operations are included on the statement of net assets; revenues are recorded when earned, and expenses are recorded when liabilities are incurred.

The Wastewater Enterprise applies all applicable GASB pronouncements.

**City Budget Process.** The SFPUC's operating and capital budget preparation and approval is a part of a City-wide process. The SFPUC is one of several departments which prepares biannual budgets. The Commission reviews and approves the SFPUC's two-year budget, which is then submitted to the Mayor's Office for review. The Mayor then incorporates the proposed budget, with amendments, into the City-wide budget that is submitted to the Board of Supervisors for approval. Under the Charter, the Board of Supervisors may increase or decrease any proposed expenditure in the Mayor's budget so long as the aggregate changes do not cause the expenditures to exceed the total amount of expenditures proposed by the Mayor. The Charter further provides that the Mayor may reduce or reject any expenditure authorized by the Board of Supervisors except appropriations for bond interest, redemption or other fixed charges, subject to reinstatement of any such expenditure by a two-thirds vote of the Board of Supervisors.

**City Services Auditor.** On November 4, 2003, voters in the City adopted Proposition C, an ordinance that established the City Services Auditor ("CSA"), an audit function within the Office of the City Controller. Pursuant to the provisions of this ordinance, which have been incorporated into the Charter, the CSA has broad oversight authority and responsibilities including, but not limited to, (i) to reporting upon level of effectiveness for City public services, (ii) auditing financial and management performance of City departments and functions, (iii) ensuring the financial integrity and improving the overall performance and efficiency of City government, and (iv) maintaining a whistleblower hotline to investigate upon reports of fraud, waste and abuse.

CSA is currently auditing the Wastewater Enterprise with a focus on legal and regulatory compliance and internal controls, including operational functions, payroll and contracts. The audit is scheduled to be published in the spring of 2016.

## Wastewater Enterprise Rates and Charges

**General.** Sewer service charges are the primary funding source for the payment of costs associated with the Wastewater Enterprise's sanitary wastewater and stormwater collection, treatment and disposal services. Pursuant to the Charter, the SFPUC prepares an analysis of projected revenues and revenue requirements of the Wastewater Enterprise at least once every five years and then sets rates projected to be sufficient to fund the proposed budget, to maintain an adequate operating reserve and to comply with Indenture requirements. In addition to meeting funding and reserve requirements, the rates must also comply with regulations or policies promulgated by the EPA, the State Water Resources Control Board and the Board of Supervisors and with the requirements of the City's Charter and the State Constitution; however, the SFPUC's sewer service rates are not subject to any approval proceedings by the California Public Utilities Commission or any other State or federal agencies. See "CONSTITUTIONAL, STATUTORY AND CHARTER LIMITATIONS – Proposition 218."

**Federal and State Requirements.** Under federal clean water laws and regulations, entities accepting federal grant funds (such as the SFPUC) must comply with certain requirements, including the requirement that user

charges be set to ensure that recipients of sewer services pay their proportionate share of the costs of operation, as well as system maintenance and replacement based on the quantity and characteristics of the users' discharge into the public sewage system. The Federal "Revenue Program Guidelines" are incorporated into the State water quality regulations, which are administered and enforced by the State Water Resources Control Board. See "REGULATORY MATTERS" for a more detailed discussion of State and Federal regulations affecting the Wastewater Enterprise.

**Summary of Charter Rate-Setting Requirements.** Pursuant to certain provisions of Proposition E, which became effective with respect to the Wastewater Enterprise on January 3, 2003, the Charter was amended to authorize the Commission to set rates, fees and other charges in connection with providing Wastewater Enterprise services. These rate changes are subject to rejection, within 30 days of submission, by the Board of Supervisors. If the Board of Supervisors does not act within 30 days, the rates become effective without further action.

In setting Wastewater Enterprise rates, fees and charges, the Commission must:

- (a) Establish rates, fees and charges at levels sufficient (i) to improve or maintain financial condition and bond ratings at or above levels equivalent to highly rated utilities (see "RATINGS"), (ii) to meet requirements and covenants under all bond resolutions and indentures (including the Indenture) and (iii) to provide sufficient resources for the continued financial health (including appropriate reserves), operation, maintenance and repair, consistent with good utility practice;
- (b) Retain an independent rate consultant to conduct rate and cost of service studies at least every five years;
- (c) Set retail rates, fees and charges based on the cost of service;
- (d) Conduct all studies mandated by applicable State or Federal law to consider implementing connection fees servicing new development;
- (e) Conduct studies of rate-based conservation incentives and/or lifeline rates and similar rate structures to provide assistance to low income users, and to take the results of each study into account when establishing rates, fees and charges, in accordance with State and federal laws; and
- (f) Adopt annually a rolling five-year forecast of rates, fees and charges.

**Rate Setting Process.** The Wastewater Enterprise periodically adjusts rates based on a comprehensive cost of service analysis and the resulting revenue requirement analysis, as required by the Charter. The biannual budget submitted to the Commission, the Mayor and the Board of Supervisors for approval is used as the basis for determining annual revenue requirements. The Wastewater Enterprise projects revenues under the existing schedule of rates for sufficiency. If additional revenues are required to meet budgetary sufficiency or if the cost structure of the Wastewater Enterprise has changed, recommended rate schedule increases are submitted to the Commission for its consideration. After receiving public comment, the Commission adopts a rate resolution and transmits its recommended rate schedules to the Board of Supervisors. Once submitted, the Board of Supervisors has authority under the Charter to vote to reject the proposed rate schedules within 30 days. If rejected, the existing rate schedules remain in effect until such time as a new rate schedule is resubmitted by the Commission and not rejected by the Board of Supervisors.

Whenever rates are revised, costs are allocated to pollutant parameters, volume, suspended solids, oil and grease, and chemical oxygen demand, and any costs are then allocated to each of the rate categories. See "Wastewater Enterprise Rates and Charges – Rate Categories."

As part of the annual Ten-Year Financial Plan process, the Wastewater Enterprise develops a ten-year rate forecast using projected revenues under existing rates plus additional revenues from projected rate increases, as required, to meet the projected revenue requirements during the forecast period. This forecast is updated each year

resulting in a “rolling” rate forecast that is intended to moderate the effects of any significant changes in revenue requirements in any year.

In addition to complying with the requirements of the Charter, the rate-setting process must comply with the requirements of the State Constitution. See “CONSTITUTIONAL, STATUTORY AND CHARTER LIMITATIONS – Proposition 218.”

***SFPUC Citizens Advisory Committee and Rate Fairness Board*** The Public Utilities Commission Citizens’ Advisory Committee (“CAC”), established by a Charter amendment in 2002, provides recommendations to the SFPUC’s General Manager and the Board of Supervisors regarding the SFPUC’s long-term strategic, financial and capital improvement plans. The CAC is comprised of seventeen appointees. Each member of the Board of Supervisors may appoint one member who must be a resident of his or her supervisory district. Candidates must demonstrate one or more of the following qualifications: represent a community, business, environmental, or environmental justice organization, or have demonstrated knowledge, skill or experience in a field related to public utilities, environmental justice or environmental science. Two additional members of the CAC are appointed by the President of the Board of Supervisors, one of whom represents a small business and the other of whom represents an environmental justice organization. Four members are appointed by the Mayor and must include one member who represents regional water customers of the SFPUC, one who represents a large City water user, one who has knowledge of engineering or financial management and one who represents a regional or statewide environmental organization.

Proposition E, approved by voters in 2002, directed the establishment of a Rate Fairness Board to advise the SFPUC on water, sewer and power rate matters. The Rate Fairness Board consists of seven members: the City Administrator or his or her designee; the Controller or his or her designee; the Director of the Mayor’s Office of Public Finance or his or her designee; two residential City retail customers, consisting of one appointed by the Mayor and one by the Board of Supervisors; and two City retail business customers, consisting of a large business customer appointed by the Mayor and a small business customer appointed by the Board of Supervisors. Specific powers for the Rate Fairness Board include the authority to: (1) review the five-year rate forecasts produced by the SFPUC enterprises, including the Wastewater Enterprise; (2) hold one or more public hearings on annual rate recommendations before the SFPUC adopts rates; (3) provide a report and recommendations to the SFPUC on any rate proposal; and, (4) in connection with periodic rate studies, submit to the SFPUC rate policy recommendations for the Commission’s consideration, including recommendations to reallocate costs among various retail utility customer classifications, subject to any outstanding bond requirements. The Rate Fairness Board is not authorized, however, to reject proposed rates approved by the Commission.

***Currently Approved Four-Year Rate Schedule.*** In May 2014, the Commission approved four years of annual retail water and sewer service rate increases beginning July 1, 2014 and applicable to Fiscal Years 2014-15 through 2017-18. Separate rate schedules apply to single-family residential, multi-family residential, and non-residential customers. See “THE WASTEWATER ENTERPRISE—Customer Base.” Under State law, all sewer rates reflect cost of service by customer class.

Under its current rate structure, 100% of the Wastewater Enterprise’s customer bills are calculated based on metered water volumes, with a per-customer “flow factor” adjustment to estimate the percentage of water that does not enter the system as sewage. See “—Residential Users and —Non-Residential Users.” As a result, decreased water sales volumes can reduce Wastewater Enterprise Revenues.

***Residential Users.*** Residential users are charged on the basis of discharge units. Monthly discharge units are determined for residential customer accounts by multiplying an account’s total monthly water consumption by the “flow factor” applicable to such account, which calculation is designed to approximate that portion of the account’s total water use returned to the sewer system as wastewater. For example, a customer using 10 units of water and having a flow factor of 90% would be billed for 9 discharge units. Each discharge unit represents 100 cubic feet of water discharged as approximated by this calculation. The standard flow factor for single-family residential accounts is 90%. The standard flow factor for multi-family residential accounts is 95%. All residential discharge is assumed to be of a standard strength.

Single and multi-family residential wastewater rates currently have two tiers. For Single-Family Residential customers, tier 1 currently includes the first four hundred cubic feet, representing average water consumption for this class. For multi-family accounts, tier 1 includes three hundred cubic feet, representing average water consumption for this customer class, and that amount is multiplied based on the number of dwelling units at the service address. Both single-family and multi-family residential wastewater tiers will be phased into a uniform, single tier rate by Fiscal Year 2017-18.

**TABLE 12**

**HISTORICAL AND ADOPTED SINGLE-FAMILY RESIDENTIAL USER SEWER RATES**

Fiscal Year	Tier One <sup>(1)</sup>	Additional Discharge Units <sup>(1)</sup>	Average Monthly Bill
2010-11	\$6.91	\$9.21	\$42.83
2011-12	7.16	9.55	44.40
2012-13	7.52	10.03	46.63
2013-14	7.90	10.53	48.97
2014-15 <sup>(2)</sup>	9.06	11.23	44.89
2015-16 <sup>(2)</sup>	9.82	11.34	45.97
2016-17 <sup>(2)</sup>	10.84	11.66	50.24
2017-18 <sup>(2)</sup>	12.40	12.40	56.92

<sup>(1)</sup> Until June 30, 2014, Tier One included the first 300 cubic feet of water consumption per dwelling unit per month billed at the lifeline rate and all excess use at the regular residential rate. As of July 1, 2014, first tier includes the first 400 cubic feet. Effective July 1, 2017, residential wastewater will begin a new billing structure without tiers.

<sup>(2)</sup> Rates approved on May 13, 2014.

Source: SFPUC, Financial Services

**TABLE 13**

**HISTORICAL AND ADOPTED MULTI-FAMILY RESIDENTIAL USER SEWER RATES**

Fiscal Year	Tier One <sup>(1)</sup>	Additional Discharge Units <sup>(1)</sup>	Average Monthly Bill
2010-11	\$6.51	\$8.68	\$31.68
2011-12	7.49	9.99	36.46
2012-13	7.86	10.49	38.27
2013-14	8.25	11.01	40.16
2014-15 <sup>(2)</sup>	9.24	11.48	36.90
2015-16 <sup>(2)</sup>	9.95	11.51	37.91
2016-17 <sup>(2)</sup>	10.91	11.75	40.96
2017-18 <sup>(2)</sup>	12.40	12.40	45.88

(1) Tier One includes the first 300 cubic feet of water consumption per dwelling unit per month billed at the lifeline rate and all excess use at the regular residential rate. Effective July 1, 2017, residential wastewater will begin a new billing structure without tiers.

(2) Rates approved on May 13, 2014.

Source: SFPUC, Financial Services

**Non-Residential Users.** Non-residential wastewater rates have a uniform rate for volume plus per pound strength charges. Non-residential users are charged the cost for each parameter according to the schedule of rates in the table below. Customers whose parameter loadings are not based on periodic sampling are charged on the basis of standard parameter loadings established by the General Manager for each Standard Industrial Classification code in accordance with applicable state and federal laws and regulations.

**TABLE 14**  
**HISTORICAL AND ADOPTED NON-RESIDENTIAL USER DISCHARGE RATES**  
**(PER DISCHARGE UNIT)**

Fiscal Year <sup>(1)</sup>	Volume charge (per 100 cubic feet )	Suspended solids (per pound)	Oil/Grease (per pound)	Chemical Oxygen Demand (per pound)
2010-11	\$6.5548	\$0.8819	\$1.1035	\$0.2156
2011-12	6.5548	0.8819	1.1035	0.2156
2012-13	6.5548	0.8819	1.1035	0.2156
2013-14	6.6203	0.8907	1.1145	0.2178
2014-15 <sup>(1)</sup>	6.1450	0.8280	0.8670	0.4400
2015-16 <sup>(1)</sup>	6.4530	0.8700	0.8670	0.4400
2016-17 <sup>(1)</sup>	6.9040	0.9310	0.9740	0.4940
2017-18 <sup>(1)</sup>	7.6640	1.0330	1.0820	0.5480

(1) Rates approved on May 13, 2014.

Source: SFPUC, Financial Services

**Appeals.** Multi-family residential water rates have a multiplier based on the number of dwelling units at the service address and Sewer service charges are assessed on the basis of water use as billed by the Water Enterprise multiplied by a flow factor. See “– Wastewater Enterprise Rates and Charges.” For example, it is assumed that 90% of the volume of water measured at the customer meter for a single-family residential user is discharged to the sewer system as wastewater requiring treatment. Customers who can demonstrate higher rates of consumptive use than that reflected in the applicable flow factor, such as irrigation, can apply to the Residential Users Appeals Board for a lower flow factor (i.e., percentage of metered water returned to the sewage system).

**Revenues**

*Sewer Service Charges.* Sewer service charges are imposed based on discharge volume estimates and, in the case of non-residential users, suspended solids, oil and grease and chemical oxygen demand. See "WASTEWATER ENTERPRISE—Rates and Charges." The following tables show billed discharge by category and annual sewer billings for Fiscal Years 2010-11 to 2014-15.

**TABLE 15  
ANNUAL BILLED DISCHARGE BY CATEGORY**

Fiscal Year <sup>(1)</sup>	Volume (Hundred Cubic Feet)	Suspended Solids (Thousand Pounds)	Oil and Grease (Thousand Pounds)	Chemical Oxygen Demand (Thousand Pounds)
2010-11	27,063,139	47,101	14,350	115,473
2011-12	26,857,053	46,742	14,240	114,593
2012-13	26,535,868	46,183	14,070	113,223
2013-14	26,796,985	46,638	14,209	114,337
2014-15	24,667,341	42,931	13,079	105,250

Source: SFPUC, Financial Services

**TABLE 16  
ANNUAL SEWER BILLINGS BY USER TYPE  
FOR FISCAL YEARS ENDED JUNE 30  
(THOUSANDS)**

User Type	2011	2012	2013	2014	2015
Multi-Family Residential	\$ 82,056	\$ 93,264	\$ 95,607	\$ 99,603	\$100,178
Single-Family Residential	53,466	55,776	58,683	64,377	61,048
<i>Subtotal Residential</i>	\$135,522	\$149,040	\$154,290	\$163,980	\$161,226
Commercial Municipal Customers	\$ 76,784	\$ 75,604	\$ 74,978	\$ 76,740	\$ 76,042
Suburban	6,519	6,316	6,520	6,205	5,534
Total	3	2	2	3	2
<b>Total</b>	\$218,828	\$230,962	\$235,790	\$246,928	\$242,804

Source: SFPUC, Financial Services

**Sewer Account Billing and Delinquencies.** Sewer service charges are billed on a combined water and sewer utility bill on either a monthly or bi-monthly basis. Payments are due 15 days after the bill date. If payments are not made, late payment charges are assessed 15 days from the due date or 30 days from the bill date. Accounts are considered delinquent 15 days after a second unpaid bill. Water service may be disconnected or a lien may be assessed against the property for non-payment of water and sewer services.

Current accounts receivables are shown in the table below. These amounts exclude receivables from municipal customers.

**TABLE 17  
ACCOUNTS RECEIVABLES AGING REPORT  
AS OF JUNE 30, 2015**

<u>Period</u>	<u>Amount</u>	<u>Percent of Total</u>	<u>Percent of Total Fiscal Year 2014-15 Revenues</u>
Current	\$ 21,732,839	77.39%	8.88%
31—60 Days	993,988	3.54	0.41
61—90 Days	340,192	1.21	0.14
Over 90 Days	5,017,001	17.86	2.05
Total	<u>\$28,084,021</u>	<u>100.00%</u>	
Credit Balances	(660,521)		
Total Aged Receivables	<u>27,423,500</u>		
Less Allowance For Doubtful Accounts	<u>(2,490,390)</u>		
Accounts Receivable, Net of Allowance	\$24,933,110		

Source: SFPUC, Financial Services

Once an account is delinquent, a series of notices are sent to the customer and if payment is still not made, action to shut-off the water supply is initiated. However, if the delinquent account is in the name of the property owner and payment is still not made despite such notices, the customer will receive a lien warning notice. After a lien notice is delivered, a lien hearing is held and, if the bill still remains outstanding, the lien is recorded and can only be removed upon full payment of all unpaid charges, plus administrative fees and interest. Liens not paid during the Fiscal Year in which they are recorded are transferred to the City Tax Collector's Office, Bureau of Delinquent Revenues for collection as a lien against the property. Accounts for which property transfers occurred prior to recording the lien and closed accounts with amounts less than \$25 are normally written off as uncollectible.

As a result of these collections processes, the SFPUC's annual write-offs for wastewater accounts remain relatively low. The following table shows a five-year history of write-offs for uncollectible accounts, excluding municipal customers:

**TABLE 18**  
**WRITE-OFFS FOR UNCOLLECTIBLE ACCOUNTS**  
**As of Fiscal Year End, June 30**

	Amount	% of Total Revenues
2011	\$3,559	0.002%
2012	5,870	0.002%
2013	6,020	0.003%
2014	2,800	0.001%
2015	3,852	0.002%

Source: SFPUC, Financial Services

**Capacity Charges.** Effective July 1, 2005, any customer requesting a new connection to the sewer system or requiring additional collection or treatment capacity as a result of any addition, improvement, modification or change in use of an existing connection as determined solely by the General Manager must pay a capacity charge for the new or additional capacity required to serve the customer. The capacity charge is site specific and may not be sold, traded or conveyed in a manner to another site or customer. The capacity charge does not convey or imply ownership in or of any facilities of the Wastewater Enterprise.

Effective July 1, 2014, capacity charges are assessed based on water meter equivalents, which provide a direct estimate of wastewater flow to the system, and Standard Industrial Classification (SIC) code, which accounts for wastewater strength. For a single residential customer with a 5/8" water meter, the wastewater capacity charge fee for the 2015-16 Fiscal Year is \$4,343. The capacity charge is adjusted on July 1st of each subsequent year by the annual change in the 20-City Average Construction Cost Index (CCI) published by ENR Magazine.

Capacity charges have averaged approximately 3.24% of revenues over the past five years.

**Operating and Maintenance Expenses**

"Operating and Maintenance Expenses" cover the general operational expenses of the Wastewater Enterprise. These expenses include labor and employment benefits, contractual services, materials and supplies, depreciation, general and administrative, services from other departments and other miscellaneous costs. See "HISTORICAL OPERATING RESULTS" and "EMPLOYEE RELATIONS." Services from other departments include payment for services from other City departments, such as the City Attorney's Office and the General Services Agency.

**Allocation of Costs.** Various common costs incurred by the SFPUC are allocated among the Wastewater Enterprise, the Water Enterprise and the Power Enterprise. The most recent cost allocation review was completed in 2014. Allocations are based on the SFPUC management's best estimate and may change from year to year depending on activities undertaken by each enterprise and information available.

For Fiscal Year 2015-16, the SFPUC budgeted \$27.0 million in administrative costs to the Wastewater Enterprise, which is recorded as personal service expenses and also in other various operating expenses in the Wastewater Enterprise financial statements. For Fiscal Year 2014-15, the SFPUC allocated \$26.9 million in administrative costs to the Wastewater Enterprise.

**Payments to/from the City.** The SFPUC receives payments from other agencies of the City for their share of the proportionate cost of the service provided to them. Over the past five years, these service deliveries generated revenues that have averaged approximately 3% of Wastewater Enterprise revenues.

A variety of City departments provide services such as engineering, purchasing, legal, data processing, telecommunications, and human resources to the Wastewater Enterprise and charge amounts designed to recover

those costs. These charges totaled approximately \$11.9 million and \$11.5 million for the years ended June 30, 2015 and 2014, respectively.

On October 7, 2009, the City and County of San Francisco issued \$167.67 million in fixed-rate Certificates of Participation, Series 2009 C and D, to fund the construction of the headquarters of the SFPUC at 525 Golden Gate Avenue. Pursuant to a Memorandum of Understanding between the City and the SFPUC, the SFPUC will reimburse the City General Fund for all costs in connection with this City financing. Such obligations are subordinate to debt service on the Bonds and payments related thereto are allocated among the three SFPUC Enterprises. See “OBLIGATIONS PAYABLE FROM REVENUES—Other Obligations Payable from Revenues.”

#### **Debt Management and Fund Balance Reserve Policies**

The SFPUC has established “Debt Management Policies and Procedures” for debt financing under its jurisdiction. It has also established separate “Bond Disclosure Compliance Policies & Procedures”. These policies apply to all SFPUC enterprises, including the Wastewater Enterprise, and are intended to enable the SFPUC to effectively manage its debt issuance and administration practices. The “Debt Management Policies and Procedures” are reviewed bi-annually and revised, as necessary, with Commission approval. The most recent revisions were approved on March 24, 2015.

The SFPUC also established a “Fund Balance Reserve Policy” in 2010. This policy is applied to the long-term financial planning of all SFPUC enterprises, including the Wastewater Enterprise. The Fund Balance Reserve Policy states that operating and capital plans, budgets and rates will be projected and proposed for adoption such that all bond indenture requirements are met or exceeded and that Operating Fund Balance Reserves meet one or more of the following: total at least 15% of annual revenues; total at least 15% of annual expenditures; or result in Debt Service Coverage, on a bond indenture basis, including fund balance reserves available to pay debt service, of at least 1.25 times.

*The SFPUC makes no representation that these policies will not be revised or amended and, except to the extent required for compliance with the terms of the Indenture, and makes no representation that these policies will be followed by the SFPUC.*

#### **Investment of SFPUC Funds**

The SFPUC’s pooled deposits and investments are invested pursuant to State law and the investment policy established from time to time by the City Treasurer and overseen by the Treasury Oversight Committee. The current policy seeks the preservation of capital, liquidity and yield, in that order of priority. Under the City Treasurer’s current investment procedures, the SFPUC’s pooled deposits and investments are invested in the City’s larger pooled investment fund (the “City Pool”). Among other purposes, the City Pool serves in effect as a disbursement account for expenditures from the City’s various segregated and pooled funds. Investments are generally made so that securities can be held to maturity. The City Treasurer calculated the weighted average maturity of these investments as of December 31, 2015 to be 422 days.

The following table sets forth the approximate book values of the investments held in the City Pool reported by the City Treasurer as of December 31, 2015. The Wastewater Enterprise’s pooled deposits and investments accounted for approximately \$287.46 million, or approximately 3.8%, of such amounts.

**TABLE 19**  
**CITY POOLED INVESTMENT FUND**  
**(AS OF DECEMBER 31, 2015)**

<b>Investments</b>	<b>Book Value (millions)</b>
U.S. Treasuries	\$ 498.4
Federal Agencies	4,233.3
State & Local Government Agency Obligations	213.7
Public Time Deposits	1.2
Negotiable CDs	1,025.0
Commercial Paper	443.7
Medium Term Notes	722.5
Money Market Funds	185.1
Supranationals	74.9
Total	\$7,397.9

Source: Office of the Treasurer & Tax Collector of the City and County of San Francisco.

The SFPUC's non-pooled deposits and investments consist primarily of funds related to the SFPUC's Outstanding Bonds, which are invested pursuant to policy established by the SFPUC, subject to the restrictions contained in the applicable bond documentation.

#### **Risk Management and Insurance**

The SFPUC's risk management program encompasses both self-insured and insured coverage. Risk assessments and coverage are coordinated by the SFPUC Enterprise Risk Manager through the City Office of Risk Management. With certain exceptions, the City and SFPUC's general approach is to first evaluate self-insurance for the risk of loss to which it is exposed. Based on this analysis, the SFPUC has determined that mitigating risk through a "self-retention" mechanism is more economical as it manages risks internally and administers, adjusts, settles, defends, and pays claims from budgeted resources (i.e., pay-as-you-go). When economically more viable or when required by debt financing covenants, the SFPUC obtains commercial insurance.

At least annually, the City reviews and actuarially determines general liability and workers' compensation liabilities, which are recorded as "Damages and Claims" and "Accrued Worker's Compensation" in the financial statements.

The SFPUC does not maintain commercial earthquake coverage for the Wastewater Enterprise, with certain minor exceptions, such as a sub-limit for fire-sprinkler leakage due to earthquake under the Property Insurance program.

The following is a summary of the SFPUC's coverage approach to risk:

<b>Primary Risks</b>	<b>Typical Coverage Approach</b>
General Liability	Self-Insured
Property	Purchased Insurance & Self-Insured
Workers' Compensation	Self-Insured through City-Wide Pool
<b>Other Risks</b>	<b>Typical Coverage Approach</b>
Surety Bonds	Purchased and Contractually Transferred
Professional Liability	Combination of Self-Insured, Purchased Insurance and Contractual Risk Transfer
Errors & Omissions	Combination of Self-Insured, Purchased Insurance and Contractual Risk Transfer
Builders Risk	Purchased Insurance & Contractual Risk Transfer
Public Officials Liability	Purchased Insurance

The SFPUC's property risk management approach varies depending on whether the facility is currently under construction, or if the property is part of revenue-generating operations. The majority of purchased insurance is for revenue-generating facilities, debt-financed facilities, and mandated coverage to meet statutory or contractual requirements.

Additionally, the SFPUC acknowledges the importance of aligning strategic planning to the risk management process and has implemented an Enterprise Risk Management ("ERM") program to meet this need. The framework provides a strategic approach to managing operational risks. The ERM program has been implemented thus far at the SFPUC Business & Financial Services Bureau and Power Enterprises and plans are in place to continue implementation across the remainder of the SFPUC.

**Capital Project Risk Management.** For capital construction projects, the SFPUC has utilized traditional contractual risk transfer, owner-controlled insurance programs or other alternative insurance programs. Under the latter two approaches, the insurance program usually provides coverage for the entire construction project, along with multiple risk coverages, such as general liability and workers compensation. When a contractual risk transfer is used for capital construction risks, the SFPUC requires each contractor to provide its own insurance, while ensuring that the full scope of work be covered with satisfactory levels to limit the SFPUC's risk exposure balanced by that which is commercially available.

Performance bonds are required, and Builder's Risk insurance must be purchased, in most phases of the construction contracting process for such phases, as bid, performance, and payment or maintenance. Additionally, bonds may be required in other contracts where goods or services are provided to ensure compliance with applicable terms and conditions such as warranty.

Professional liability policies are either directly purchased insurance on behalf of the SFPUC, transferred through contract to the contracted professional, or retained through self-insurance on a case by case basis depending on the size, complexity or scope of construction or professional service contracts. Professional liability policies are typically purchased for services provided by engineers, architects, design professionals and other licensed or certified professional service providers.

Builder's Risk policies of insurance are required to be provided either through an owner-controlled insurance program or the contractor on all construction projects for the full value of the construction.

## HISTORICAL OPERATING RESULTS

### Summary of Historical Operating Results and Debt Service Coverage

The historical results of operations reflected in the table below are based on the tables contained in the Financial Statements entitled "Statements of Revenues, Expenses and Changes in Net Assets" and "Statements of Cash Flows" for the Fiscal Years listed. However, operating and investment income presented in this table differs from the Change in Net Assets. This table presents Debt Service Coverage on a cash basis as prescribed under the Indenture and excludes certain elements of nonoperating revenue and expenses included in the Statements of Revenues, Expenses and Changes in Net Assets. The calculation of debt service coverage includes net operating income and funds not budgeted to be spent in the next twelve months and legally available to pay debt service, as permitted under the Indenture. The audited financial statements of the Wastewater Enterprise for Fiscal Years 2013-14 and 2014-15, prepared by the SFPUC and audited by KPMG LLP, independent certified public accountants, are attached as APPENDIX C to this Official Statement. The following table should be read in conjunction with such financial statements. KPMG LLP has not reviewed the following table. See "APPENDIX C—SFPUC WASTEWATER ENTERPRISE FINANCIAL STATEMENTS."

**TABLE 19**  
**HISTORICAL REVENUE, OPERATING & MAINTENANCE EXPENSE**  
**AND DEBT SERVICE COVERAGE FOR FISCAL YEARS ENDED JUNE 30**  
**(IN THOUSANDS)<sup>(1)</sup>**

	2011	2012	2013	2014	2015
<b>OPERATING &amp; INVESTMENT REVENUE</b>					
Sewer Service Charges	\$220,586	\$233,628	\$235,479	\$244,705	\$244,604
Other Revenues	4,875	4,983	5,738	5,869	5,041
Investing Activities	1,927	2,975	524	2,400	1,207
Capacity Fees <sup>(2)</sup>	3,755	5,544	11,337	9,523	6,357
Total Revenues	<u>\$231,143</u>	<u>\$247,130</u>	<u>\$253,078</u>	<u>\$262,497</u>	<u>\$257,209</u>
<b>OPERATING &amp; MAINTENANCE EXPENSE<sup>(3)</sup></b>					
Salary and Fringe Benefits <sup>(4)</sup>	\$ 73,630	\$ 82,709	\$ 84,155	\$ 85,114	\$ 76,396
Contractual Services	12,577	13,257	13,418	14,314	13,841
Materials and Supplies	8,338	8,921	10,481	10,830	9,815
Depreciation	42,217	44,799	46,347	48,402	50,254
Services of Other Departments	32,689	33,292	34,141	35,274	36,212
General and Administrative <sup>(5)</sup>	507	2,815	3,760	396	10,232
Other <sup>(6)</sup>	9,126	10,064	15,958	22,010	19,735
Total Operating Expenses	<u>\$179,084</u>	<u>\$195,857</u>	<u>\$208,260</u>	<u>\$216,340</u>	<u>\$216,485</u>
<b>OPERATING AND INVESTMENT INCOME</b>	<u>\$ 52,059</u>	<u>\$ 51,273</u>	<u>\$ 44,818</u>	<u>\$ 46,157</u>	<u>\$ 40,724</u>
<b>COVERAGE CALCULATION<sup>(7)</sup></b>					
Operating and Investment Income	52,059	51,273	44,818	46,157	40,724
+ Adjustment to Investing Activities <sup>(8)</sup>	108	(299)	337	(601)	127
+ Depreciation & Non-Cash Expenses	44,232	46,271	52,108	50,717	51,773
+ Changes in Working Capital <sup>(9)</sup>	5,633	21,375	(13,795)	12,908	3,923
+ SRF Loan Payments	(16,503)	(10,983)	(9,421)	0	0
= "Net Revenue"	<u>\$ 85,529</u>	<u>\$107,637</u>	<u>\$ 74,047</u>	<u>\$109,181</u>	<u>\$ 96,547</u>
+ Other Available Funds <sup>(10)</sup>	22,769	50,761	80,094	109,807	134,413
Funds Available for Bond Debt Service	<u>\$108,298</u>	<u>\$158,398</u>	<u>\$154,141</u>	<u>\$218,988</u>	<u>\$230,960</u>
Bond Debt Service	\$ 41,838	\$ 42,190	\$ 38,750	\$ 64,852	\$ 60,901
<b>Debt Service Coverage (minimum 1.25)<sup>(11)</sup></b>	2.59x	3.75x	3.98x	3.38x	3.79x
<b>Sufficiency of Revenues (minimum 1.00)<sup>(12)</sup></b>	2.04x	2.55x	1.91x	1.68x	1.59x

<sup>(1)</sup> Operating and Investment Income presented in this table differs from the Change in Net Assets presented in the Statement of Revenues, Expenses and Changes in Net Assets in the Audited Financial Statements. See "APPENDIX C—SFPUC WASTEWATER ENTERPRISE FINANCIAL STATEMENTS." This table presents Debt Service Coverage as defined under the Indenture and excludes certain elements of nonoperating revenue and expenses included in the Statements of Revenues, Expenses and Changes in Net Assets. Examples of excluded elements are Grant Revenue, Interest Expense and Gains from Sale of Assets.

<sup>(2)</sup> Decrease in Fiscal Year 2014-15 is due to rate structure change effective July 2014.

<sup>(3)</sup> Pursuant to the Indenture, the Wastewater Enterprise's share of lease payments associated with the 2009 Golden Gate COPs relating to the SFPUC's 525 Golden Gate Avenue Headquarters is excluded from Operating and Maintenance Expense and, therefore, calculations of Net Revenues and Debt Service Coverage.

<sup>(4)</sup> Decrease in Fiscal Year 2014-15 due to pension cost reduction resulting from implementation of GASB Statement No. 68. See "THE SAN FRANCISCO PUBLIC UTILITIES COMMISSION—Employee Benefit Plans—Plan Financial Reports and Funded Status."

<sup>(5)</sup> Increase in Fiscal Year 2014-15 due to net change of \$9.1 million in general liabilities accrual.

<sup>(6)</sup> Decrease in Fiscal Year 2014-15 due primarily to lower Capital Project funds expense.

<sup>(7)</sup> The Indenture defines "Net Revenue" on a cash basis.

<sup>(8)</sup> Represents adjustments to show investing activities on a cash basis.

<sup>(9)</sup> In accordance with GASB Statement No. 68, roughly \$10 million related to pensions was recognized as deferred inflows of resources in Fiscal Year 2014-15, driving the decrease in working capital. See "THE SAN FRANCISCO PUBLIC UTILITIES COMMISSION—Employee Benefit Plans—Plan Financial Reports and Funded Status."

<sup>(10)</sup> Per the Indenture, in addition to current year cash flow, includes all funds except for Trust and Agency Funds not budgeted to be spent in such 12 months and legally available to pay debt service.

<sup>(11)</sup> Debt Service Coverage calculated based on Net Revenues and certain available fund balances of the SFPUC or Wastewater Enterprise.

<sup>(12)</sup> Unaudited. The Wastewater Enterprise's share of the lease payments associated with the 2009 Golden Gate COPs is included for purposes of Sufficiency of Revenues calculation.

Source: SFPUC, Financial Services

## Management Discussion

***Certain Impacts of the Current Drought.*** In Fiscal Year 2014-15 and Fiscal Year 2015-16, budgeted sewer charge revenue was determined assuming a 52.4 mgd and 51.1 mgd billed sewer discharge volume, respectively. Actual billed sewer discharge volumes in Fiscal Year 2014-15 were 50.6 mgd, a 3.5% decrease from budgeted volumes, while Fiscal Year 2015-16 projected billed volumes are 48.5 mgd, a 5.4% decrease from budgeted amounts. Actual Wastewater Enterprise sewer charge revenues (including City Departments) for Fiscal Year 2014-15 were \$248.2 million, as compared to budgeted sewer charge revenues of \$264.5 million for that Fiscal Year, representing a 6.1% decrease. As of February \_\_, projected sewer charge revenues for Fiscal Year 2015-16 are \$250 million, as opposed to budgeted sewer charge revenues of \$262.2 million, representing a projected 4.6% decrease in Fiscal Year 2015-16. Reduced water sales stemming from drought-reduction efforts contributed to such decrease in Revenues. See "THE WASTEWATER ENTERPRISE—Wastewater Enterprise Rates and Charges."

The Ten-Year Financial Plan adopted by the Commission in February 2016 for Fiscal Year 2016-17 to Fiscal Year 2025-26, adjusted projected sewer discharge volumes down to 48.5 mgd throughout the ten-year period. The SFPUC anticipates that the potential financial impacts of such decreases in sewer discharge volumes will be offset by both cost reductions and increased rates. See "THE WASTEWATER ENTERPRISE—Current System Demand," "HISTORICAL OPERATING RESULTS," "PROJECTED OPERATING RESULTS" and "RISK FACTORS—Risks Related to Wastewater Enterprise Facilities and Operation—Unanticipated Decreases in Water Sales Volumes."

## PROJECTED OPERATING RESULTS

The following table presents projected operating results for the Wastewater Enterprise. These projections are based on an analysis of historical trends, adjusted where appropriate for known or anticipated changes in operations. The projections are also based on the assumption that all rate increases necessary to finance future expenses, including the SSIP and other capital programs, will be approved and implemented.

THESE PROJECTIONS, ALL OR SOME OF WHICH MAY OR MAY NOT BE REALIZED, ARE BASED ON THE ISSUANCE OF ADDITIONAL BONDS FOR THE CAPITAL PROGRAM, INCLUDING SSIP. CHANGES IN THE CIRCUMSTANCES THAT FORM THE BASES FOR THE ASSUMPTIONS USED IN DEVELOPING THESE PROJECTIONS, AS WELL AS UNANTICIPATED EVENTS, MAY OCCUR SUBSEQUENT TO THE DATE OF THE OFFICIAL STATEMENT. THEREFORE, ACTUAL RESULTS MAY DIFFER MATERIALLY FROM THE PROJECTIONS SHOWN.

**TABLE 20**  
**PROJECTED REVENUE, OPERATING AND MAINTENANCE EXPENSE**  
**AND DEBT SERVICE COVERAGE FOR FISCAL YEAR ENDING JUNE 30**  
**(IN THOUSANDS)<sup>(1)</sup>**

	2016	2017	2018	2019	2020
<b>REVENUE</b>					
Sewer Service—Base Rates	\$238,102	\$250,007	\$267,508	\$296,934	\$338,504
Sewer Service—Rate Increases <sup>(2)</sup>	11,905	17,501	29,426	41,571	47,391
Interest Income <sup>(3)</sup>	800	1,326	1,480	1,633	1,773
Other Miscellaneous Income	4,604	3,427	3,474	3,522	3,573
Total Revenues <sup>†</sup>	<u>\$255,411</u>	<u>\$272,261</u>	<u>\$301,888</u>	<u>\$343,660</u>	<u>\$391,241</u>
<b>OPERATING AND MAINTENANCE EXPENSE<sup>(4)(5)</sup></b>					
O&M Expenses	\$163,068	\$161,450	\$165,545	\$170,442	\$175,512
<b>NET REVENUE<sup>(6)</sup></b>	<u>\$92,343</u>	<u>\$110,811</u>	<u>\$136,343</u>	<u>\$173,218</u>	<u>\$215,729</u>
<b>plus AVAILABLE FUND BALANCE</b>	\$121,246	\$119,599	\$136,258	\$152,536	\$162,553
<b>FUNDS AVAILABLE FOR DEBT SERVICE</b>	<u>\$213,590</u>	<u>\$230,410</u>	<u>\$272,601</u>	<u>\$325,754</u>	<u>\$378,282</u>
<b>Debt Service<sup>(7)(8)</sup></b>					
2010 Series A Bonds	2,276	9,038	9,042	9,042	9,040
2010 Series B Bonds (Net)	7,200	7,200	7,200	7,200	7,200
2013 Series A Bonds	36,109	18,103	16,341	16,398	16,486
2013 Series B Bonds	14,428	14,428	14,428	14,428	14,428
Future Parity Obligations <sup>(8)(9)</sup>	-	-	25,670	65,748	87,725
<b>TOTAL DEBT SERVICE<sup>(8)</sup></b>	<u>\$60,013</u>	<u>\$48,768</u>	<u>\$72,681</u>	<u>\$112,816</u>	<u>\$134,879</u>
<b>DEBT SERVICE COVERAGE (minimum 1.25)<sup>(8)(10)</sup></b>	3.56x	4.72x	3.75	2.89x	2.80x
<b>SUFFICIENCY OF REVENUES (minimum 1.00)<sup>(8)(11)</sup></b>	<u>1.50x</u>	<u>2.22x</u>	<u>1.84x</u>	<u>1.51x</u>	<u>1.58x</u>

† Totals may not add due to independent rounding.

- (1) Amounts set forth in the table are projections. Actual results may differ materially from these projections. See "FORWARD-LOOKING STATEMENTS" and "—Assumptions Used in Projections."
- (2) Reflects adopted annual rate increases of 5%, 7%, and 11% approved for Fiscal Years 2015-16 through 2017-18 in May, 2014. Average annual rate increases of 14% are assumed the next two years. See "—Assumptions Used in Projections."
- (3) Assumes approximately 1.0% earnings rate on invested cash balance over projection period.
- (4) O&M net of depreciation and other non-cash items per Indenture.
- (5) Pursuant to the Indenture, the Wastewater Enterprise's share of lease payments associated with the 2009 Golden Gate COPs relating to the SFPUC's 525 Golden Gate Avenue Headquarters is excluded from Operating and Maintenance Expense and, therefore, calculations of Net Revenues and Debt Service Coverage.
- (6) Represents Net Revenues under the Indenture.
- (7) Debt Service on Outstanding Bonds net of capitalized interest and anticipated BABs Interest Subsidy Payment.
- (8) Preliminary, subject to change.
- (9) Includes net debt service on 2016 Series A Bonds. Assumes future issuance of Additional Series of Bonds of approximately \$480 million in Fiscal Year 2016-17, \$230 million in Fiscal Year 2017-18 and \$760 million in Fiscal Year 2018-19. Standard assumptions include 30-year term, 5% interest rate, and 2 years of capitalized interest. Projections also assume SRF Loan funding for Fiscal Year 2016-17 and Fiscal Year 2018-19 at an annual interest rate of 3%.
- (10) Pursuant to the Indenture, Debt Service Coverage calculated based on Net Revenues and certain available fund balances of the SFPUC or Wastewater Enterprise.
- (11) The Wastewater Enterprise's share of the lease payments associated with the 2009 Golden Gate COPs is included for purposes of Sufficiency of Revenues calculation.

Source: SFPUC, Financial Services

## Assumptions Used in Projections

In the preparation of the projections set forth in Table 20, the SFPUC has made certain assumptions with respect to conditions that may occur in the future. While the SFPUC believes these assumptions are reasonable for the purpose of the projections, they are dependent on future events, and actual conditions are likely to differ, perhaps materially, from those assumed. To the extent actual future conditions differ from those assumed by the SFPUC or provided to the SFPUC by others, actual results will vary from those projected. This projected information has not been compiled, reviewed or examined by the SFPUC's independent auditors.

The assumptions used in the table above are as follows:

**Projected Revenue and Rate Increases.** The projected revenues are based on projected wastewater service sales and the schedules of rates to be effective in each year. In May 2014, the SFPUC adopted schedules of rates to be effective in Fiscal Years 2014-15 through 2017-18. The adopted schedules provide for rate increases of 5% in Fiscal Year 2014-15 and Fiscal Year 2015-16, 7% in Fiscal Year 2016-17, and 11% in Fiscal Year 2017-18. Average rate increases for the remainder of the projection period are assumed at 14% for Fiscal Year 2018-19 and Fiscal Year 2019-20. Any such rate increases will be subject to Commission approval.

**Projected Operating and Maintenance Expenses.** Operating and Maintenance Expense costs are projected to grow by 3% annually for the projection period.

**Projected Debt Service.** Projected debt service reflects the scheduled debt service on the 2010 Series A Bonds, the 2010 Series B Bonds, the 2013 Series A Bonds and the 2013 Series B Bonds, and the estimated debt service on the 2016 Series A Bonds and future series of Additional Bonds (net of capitalized interest and expected BABs Interest Subsidy Payment relating to 2010 Series B Build America Bonds) and Parity State Loans.

Issuances of Additional Bonds and Parity State Loans assume borrowing rates ranging from 3%-5%, no reserve account and, with respect to the Additional Bonds but not the Parity State Loans, up to two years of capitalized interest. Actual issuance dates, borrowing rates and capitalized interest periods for Additional Bonds may vary from these assumptions.

Following the issuance of the 2016 Series A Bonds, the SFPUC anticipates that it will issue Additional Bonds in Fiscal Year 2016-17, in an aggregate principal amount of approximately \$480 million, in order to fund the SSIP and other Wastewater Enterprise capital program projects, as well as Parity State Loans to fund certain SSIP projects. The SFPUC may also issue refunding bonds from time to time in response to market conditions in order to achieve debt service savings.

## RISK FACTORS

*This section provides a general overview of certain risk factors which should be considered, in addition to the other matters set forth in this Official Statement, in evaluating an investment in the 2016 Series A Bonds. This section is provided for convenience and is not meant to be a comprehensive or definitive discussion of the risks associated with an investment in the 2016 Series A Bonds, and the order in which this information is presented does not necessarily reflect the relative importance of various risks.*

*Potential investors in the 2016 Series A Bonds are advised to consider the following factors, among others, and to review this entire Official Statement to obtain information essential to the making of an informed investment decision. Any one or more of the risk factors discussed below, among others, could lead to a decrease in the market value and/or in the marketability of the 2016 Series A Bonds or adversely affect the ability of the SFPUC to make timely payments of principal of or interest on the 2016 Series A Bonds. There can be no assurance that other risk factors not discussed herein will not become material in the future, and the SFPUC has not undertaken to update investors about the emergence of the risk factors in the future.*

## **General**

The ability of the SFPUC to comply with its covenants under the Indenture and to generate Net Revenues sufficient to pay principal of and interest on the 2016 Series A Bonds may be adversely affected by actions and events outside of the control of the SFPUC and may be adversely affected by actions taken (or not taken) by voters, property owners, taxpayers or persons obligated to pay fees and charges. Among other matters, general and local economic conditions and changes in law and government regulations could adversely affect the amount of Revenues realized by the SFPUC or significantly raise the cost of operating the Wastewater Enterprise.

In addition, the realization of future Revenues is subject to, among other things, the capabilities of management of the SFPUC, the ability of the SFPUC to provide service to its customers, the ability of the SFPUC to establish, maintain and collect charges from its customers and the ability of the SFPUC to establish, maintain and collect rates and charges sufficient to pay for Operation and Maintenance Costs of the Wastewater Enterprise, the Bonds and other obligations payable from Revenues. See "FINANCIAL OPERATIONS" and "OBLIGATIONS PAYABLE FROM REVENUES."

## **Limited Obligation**

If the SFPUC defaults on its obligations to make debt service payments on the Bonds, the Trustee has the right under the Indenture to accelerate the total unpaid principal amount of the Bonds. However, in the event of a default and such acceleration, there can be no assurance that the SFPUC, and correspondingly the Trustee, will have sufficient moneys available for payment of the Bonds.

**The SFPUC is not obligated to pay the principal of, premium, if any, or interest on the 2016 Series A Bonds except from Net Revenues of the Wastewater Enterprise. The SFPUC has no taxing power. The General Fund of the City is not liable for the payment of the principal of, premium, if any, or interest on the 2016 Series A Bonds, and neither the credit nor the taxing power of the City is pledged to the payment of the principal of, premium, if any, or interest on the 2016 Series A Bonds. The 2016 Series A Bonds are not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the City or of the SFPUC or any of its income or receipts, except Net Revenues.**

## **No Reserve Account**

No Reserve Account has been established for the 2016 Series A Bonds. The Reserve Accounts established with respect to other Series of Bonds do not secure the 2016 Series A Bonds.

## **Commercial Paper Credit Facilities**

The bank credit facilities supporting the Wastewater Commercial Paper Notes are subject to early termination upon the occurrence of certain events, including the failure of the Wastewater Enterprise to make certain payments, the occurrence of certain bankruptcy or insolvency-related events or the reduction below specified levels or the withdrawal or suspension of ratings on certain obligations of the Wastewater Enterprise payable from Net Revenues. Upon the occurrence of such termination, one or more of the following would likely occur: (a) the SFPUC would be prohibited from issuing additional notes supported by such credit facilities; (b) any principal of or interest on Wastewater Commercial Paper Notes paid from a draw on a credit support facility would become a reimbursement obligation of the Wastewater Enterprise to the bank providing such facility, and such reimbursement obligation could bear interest at rates higher than the rates borne by the Wastewater Commercial Paper Notes; and (c) amortization of such reimbursement obligation would be required. The Wastewater Commercial Paper Notes and any reimbursement obligations are payable from Net Revenues on a basis subordinate to the Bonds. See "OBLIGATIONS PAYABLE FROM REVENUES—Subordinate Debt and Commercial Paper" and "FINANCING PLAN FOR WASTEWATER ENTERPRISE CAPITAL PROGRAM—Interim Funding of Capital Program."

### **Limitations on Rate-Setting**

The generation of Revenues sufficient to satisfy the requirements of the Indenture and to pay the principal of and interest on the 2016 Series A Bonds will require the SFPUC to raise wastewater rates payable by its customers. The increase of wastewater rates is subject to various substantive and procedural requirements and limitations. See “CONSTITUTIONAL, STATUTORY AND CHARTER LIMITATIONS.”

### **Initiative, Referendum and Charter Amendments and Future Legislation**

Under the State Constitution, the voters of the State have the ability to initiate legislation and require a public vote on legislation passed by the State Legislature through the powers of initiative and referendum, respectively. The SFPUC is unable to predict whether any such initiatives might be submitted to or approved by the voters, the nature of such initiatives, or their potential impact on the SFPUC or the Wastewater Enterprise. See “CONSTITUTIONAL, STATUTORY AND CHARTER LIMITATIONS.”

Under the Charter, the voters of the City can restrict or revise the powers of the SFPUC through the approval of a Charter amendment or other initiative. For example, in June 1998 the electorate of the City approved Proposition H which, subject to certain exceptions, including a limited exception to raise rates to pay debt service on voter-approved debt, and froze the SFPUC’s water and sewer rates through July 1, 2006. The SFPUC can give no assurance that the electorate will not seek in the future to freeze or limit rate increases. See “CONSTITUTIONAL, STATUTORY AND CHARTER LIMITATIONS—Charter Limitations.”

In addition, the SFPUC is subject to various laws, rules and regulations adopted by the local, State and federal governments and their agencies. The SFPUC is unable to predict the adoption or amendment of any such laws, rules or regulations, or their effect on the operations or financial condition of the SFPUC.

### **Risks Related to Wastewater Enterprise Facilities and Operation**

The operation of the Wastewater Enterprise, and the physical condition of the Wastewater Enterprise facilities, are subject to a number of risk factors that could adversely affect the reliability of the SFPUC to provide sewage and stormwater collection and treatment services, or increase the operating expenses of the Wastewater Enterprise. Prolonged damage to the Wastewater Enterprise facilities could interrupt the ability of the SFPUC to realize Revenues sufficient to pay principal of and interest on the Bonds, or require the SFPUC to increase expenditures for repairs significantly enough to adversely impact the SFPUC’s ability to pay the principal of or interest on the Bonds. These factors could include, among others, the following.

*Aging Facilities.* Certain Wastewater Enterprise facilities are near the end of their useful life. Aging assets result in decreased reliability due to sewer line breakage and unplanned facility outages and place a greater maintenance burden on Wastewater Enterprise operations. The average useful life of the sewer system’s sewers (i.e., gravity pipes 36 inches or less in diameter) is approximately 110 years, though many conditions, such as pipe material and soil conditions, affect actual pipe lifespan. The recent historical rate of replacement for the Wastewater Enterprise’s sewer pipes has been at a 200-year replacement cycle. See “THE WASTEWATER ENTERPRISE – Combined Sewage and Stormwater System.” Aging sewers, if left unaddressed, would result in increasing system failures, sinkholes in the street, reduced system reliability and possibly risks to public health and safety and the environment.

The SFPUC is undertaking extensive efforts to increase the replacement rate significantly and to address aging infrastructure, with the objective of ultimately increasing the aggregate miles of sewer replaced each year and achieving a 110-year replacement cycle. The capital program, including the SSIP, is intended to help increase system reliability through equipment and facility improvement including, among other things, increasing sewer inspections and condition assessments in order to more effectively prioritize areas of pipeline replacement. In addition to the collection system, other types of facilities, such as treatment plants and pump stations, also face reliability issues due to age and poor condition. The aging system will be further challenged in connection with the SSIP because it must remain operational during project delivery. Specifically, during construction of SSIP capital

projects, all work, including any required partial, temporary facility shutdowns, will have to be carefully scheduled so that the plants remain functional and in permit compliance with all permits and other applicable requirements.

**Limited Redundancy.** Many critical Wastewater Enterprise facilities must remain constantly operational to collect and treat sewage and stormwater flows in accordance with Regional Water Quality Control Board requirements. See “REGULATORY MATTERS.” Certain of these Wastewater Enterprise facilities and systems are aging and have limited redundancy. See “—Aging Facilities.” In addition, the Oceanside Plant and the other facilities in the Westside Watersheds are not interconnected with the Southeast Plant, the North Point Facility or the other facilities in the Bayside Watersheds. See “—THE WASTEWATER ENTERPRISE—Wastewater Treatment.” This limited redundancy in facilities and systems, including the absence of an interconnection between the treatment plants and other facilities located in the two separate watersheds, limits the SFPUC’s ability to take components of the system out of service for maintenance and repairs, or to provide backup treatment and other facilities in the event of an unplanned outage. For example, work at the Southeast Treatment Plant will be done while the plant is operating, requiring coordination of facility and systems shutdowns with construction plans. During dry weather the collection system does have excess storage capacity due to the transport/storage structures, however, which can provide up to 200 million gallons worth of capacity and help facilitate treatment flexibility when needed.

The SFPUC expects the SSIP to address certain redundancy issues, including: power supply redundancy for the three treatment plants, and rehabilitation and addition of redundant pumps as necessary at major pump stations. Interconnection of the facilities in the Westside Watershed and Bayside Watershed is not included in the SSIP, however. See “THE WASTEWATER ENTERPRISE—Wastewater Treatment.”

**Seismic Hazards.** The San Francisco Bay Area is in a seismically active region. The San Andreas Fault lies immediately west of the City, and the Hayward fault is approximately fifteen miles to the east. A third major fault, the Calaveras Fault, is a branch of the Hayward Fault and lies east of the Hayward Fault.

During the past 150 years, the San Francisco Bay Area has experienced several major and numerous minor earthquakes. The largest was the 1906 San Francisco earthquake along the San Andreas Fault with an estimated magnitude of 8.2 on the Richter scale. Another was the 1868 Hayward earthquake along the Hayward Fault. The most recent significant earthquake was the October 1989 Loma Prieta earthquake on the San Andreas Fault, which had a magnitude of 7.1 on the Richter scale and an epicenter near Santa Cruz, approximately fifty-five miles south of the City. According to a recent United States Geological Survey, a significant earthquake along these or other faults has a high probability of occurrence during the repayment period of the 2016 Series A Bonds. A significant earthquake that impacts the City could adversely affect the ability of Wastewater Enterprise customers to pay for service and the capital and operating expenses of the Wastewater Enterprise.

Older facilities may have an increased risk of failure in the event of an earthquake. SSIP and other portions of the capital program include planned and proposed improvements to such older facilities for the purpose of improving seismic reliability.

With certain minor exceptions, the SFPUC does not maintain commercial earthquake insurance coverage for the facilities. See “FINANCIAL OPERATIONS – Risk Management and Insurance”.

**Other Natural and Man-Made Disasters.** Other natural disasters, including without limitation flooding, landslides, and fire, or man-made disasters or accidents, including without limitation natural gas pipeline failures or explosions, could interrupt operation of the Wastewater Enterprise or otherwise adversely impact the Wastewater Enterprise’s ability to provide services or collect Revenues. See “—Unanticipated Decreases in Water Sales Volumes” and “—Potential Impacts of Climatic Change and Sea Level Rise.”

**Statutory and Regulatory Compliance.** The operation of the Wastewater Enterprise is subject to a variety of federal and State statutory and regulatory requirements concerning matters such as water quality, discharge requirements, and biosolids management. SFPUC’s failure to comply with applicable laws and regulations could result in significant fines and penalties. In addition to claims by private parties, changes in the scope and standards for public agency wastewater systems such as the Wastewater Enterprise may also lead to administrative orders issued by federal or State regulators. Future compliance with increased regulatory requirements or enforcement

orders could impose substantial additional operating expenses on the Wastewater Enterprise. See “REGULATORY MATTERS.”

***Unanticipated Decreases in Water Sales Volumes.*** Under the SFPUC’s current rate structure, Wastewater Enterprise customer bills are calculated primarily based on metered water volumes (with certain “flow factor” adjustments) and rates are established based upon expected metered water volumes. As a result, water deliveries at less than expected levels would result in lower than expected Revenues. Reduced water deliveries could result from, among other circumstances, reduced water supply, conservation measures or damage to storage, transportation, treatment or delivery systems of the SFPUC’s Water Enterprise. See “FINANCIAL OPERATIONS – Wastewater Enterprise Rates and Charges” and “FINANCIAL OPERATIONS – Revenues – Certain Impacts of Current Drought” and “Seismic Hazards” and “Other Natural or Man-Made Disasters” above.

***Increased Operation and Maintenance Expenses.*** There can be no assurance that the operation and maintenance expenses of the SFPUC, such as wages and salaries, pension and other benefits, and purchased power costs, will not increase, perhaps substantially. See “FINANCIAL OPERATIONS – Operation and Maintenance Expenses.”

***Labor Actions.*** The Charter prohibits SFPUC and other City employees from striking. Nonetheless, a work stoppage or other labor action could limit the SFPUC’s ability to operate the Wastewater Facilities and adversely impact Revenues.

***Casualty Losses.*** The SFPUC’s risk management program includes both self-insured and insured coverages; however, the program does not provide coverage for every conceivable risk of loss. Damage attributable to seismic events and environmental pollution are excluded. In situations where the SFPUC has not purchased commercial coverage, the Wastewater Enterprise has a ‘self-retention’ program that it administers and retains budgeted resources internally to provide coverage for loss liabilities. See also “FINANCIAL OPERATIONS – Risk Management and Insurance.” The SFPUC is not required to either insure against or self-insure against every potential risk of loss, and there is a risk that damage or destruction of property and equipment comprising the Wastewater Enterprise could occur for which no insurance or self-insurance funds will be available. There can be no assurance that insurance providers will pay claims under any policies promptly, or at all, should a claim be made under such policies in connection with property loss or damage. It is possible that an insurance provider will refuse to pay a claim, especially if it is substantial, and force the SFPUC to sue to collect on or settle the insurance claim. Further, there can be no assurances that any insurance proceeds will be sufficient to rebuild or replace any damaged property.

***Safety and Security.*** Military conflicts and terrorist activities may adversely impact the operations of the Wastewater Enterprise or the finances of the SFPUC. The SFPUC continually plans and prepares for emergency situations and immediately responds to ensure services are maintained. However, there can be no assurance that any existing or additional safety and security measures will prove adequate in the event that terrorist activities are directed against the assets of the Wastewater Enterprise or that costs of security measures will not be greater than presently anticipated.

***Cybersecurity.*** The SFPUC has adopted information security policies and maintains an active information security program, which has been reviewed by independent third-party consultants engaged by the SFPUC. The SFPUC has appointed a Chief Information Security Officer who is responsible for annual updates to the SFPUC’s information security policies and is charged with identifying and monitoring threats which are typically addressed by the SFPUC’s information technology services team, and educating staff concerning vulnerabilities. The SFPUC’s information security policies include policies intended to support network, computer and mobile device security (both digital and physical), e-mail security, anti-virus requirements, operating system and application patching, encryption requirements and secure computing asset disposal. The SFPUC’s information security policies further include a guideline that, at least every two years, the SFPUC will engage external consultants to audit and assess the internal controls of the SFPUC’s information security program.

The SFPUC does not purchase liability insurance covering cyber-losses. The SFPUC does require its vendors to purchase Technology Errors & Omissions coverage.

## **Cost of the SSIP; Timely Completion of the SSIP**

The SSIP is the largest component of the Wastewater Enterprise's capital program. The completion of various SSIP projects could be delayed and the overall cost of such projects could increase for a variety of reasons, including, but not limited to, actions by State or federal regulatory agencies, voter initiatives, legal challenges on environmental or other grounds, prolonged contractor disputes, changes in price of commodities or labor, unanticipated geologic or soil conditions, or the occurrence of an earthquake or other natural disaster. See "SEWER SYSTEM IMPROVEMENT PROGRAM – Potential Changes to SSIP Projects."

The SFPUC intends to finance the development and implementation of SSIP projects through the issuance of Additional Bonds and Parity State Loans. If SSIP projects are completed at the cost and on the schedule presently under consideration by the SFPUC, the cost of such projects will require a significant planned increase in the amount of debt payable from Revenues, which will result in significant planned rate increases. Correspondingly, debt service coverage for the Bonds will also be significantly lower than it is currently or has been historically. Were SSIP projects delayed or the cost of SSIP projects to increase without an offsetting reduction in the program scope, the SFPUC would be required either to incur more debt payable from Revenues or to cash fund those costs from Revenues. Either option would likely increase rates payable by SFPUC customers to levels higher than presently anticipated by the SFPUC, and could result in lower debt service coverage ratios than presently anticipated by the SFPUC. See "FINANCING PLAN FOR CAPITAL IMPROVEMENTS."

Over the next several years the SFPUC expects to issue additional revenue bonds and Parity State Loans to fund development and implementation of SSIP projects. The issuance by the SFPUC of such debt is subject to various approval requirements. See "OBLIGATIONS PAYABLE FROM REVENUES."

The ability of the SFPUC to issue additional revenue bonds and Parity State Loans to finance the development and implementation of SSIP projects may also be adversely affected by any adverse change in the financial position of the SFPUC or by general market conditions. There can be no assurance that the SFPUC will be able to issue revenue bonds and Parity State Loans in an aggregate amount sufficient to finance all of the costs of completing the SSIP projects.

## **Construction Related Risks**

*General.* Construction projects in the capital program, including the SSIP, are subject to ordinary construction risks and delays applicable to projects of their kind, including but not limited to (i) inclement weather affecting contractor performance and timeliness of completion, which could affect the costs and availability of, or delivery schedule for, equipment, components, materials, labor or subcontractors; (ii) contractor claims or nonperformance; (iii) failure of contractors to execute within contract price; (iv) work stoppages or slowdowns; (v) failure of contractors to meet schedule terms; or (vi) unanticipated project site conditions, including the discovery of hazardous materials on the site or other issues regarding compliance with applicable environmental standards, and other natural hazards or seismic events encountered during construction. In addition, given the limited redundancy of certain Wastewater Enterprise facilities and systems, such systems must remain operational during construction, which could affect construction schedules or budgets. See "—Risks Related to Wastewater Enterprise Facilities and Operation."

The SFPUC expects that numerous other large construction projects to be scheduled during the same time period as the SSIP, which could potentially limit contractor resources available to the SFPUC during bidding or construction phases. The SFPUC conducts regular contractor outreach and expects to continue to work closely with potential contractors to attempt to mitigate the impact of such simultaneous scheduling of large projects.

Another SSIP construction related risk is that much of the work will occur at a single physical location, the Southeast Plant. The phasing staging, materials and/or equipment laydown areas, parking, truck routes, security, and operating needs are being clearly defined for the plant and each individual project by the SFPUC, with consideration of multiple project interfaces. The plant will remain in operation while these projects are being implemented. Currently logistics planning is identifying on and off site parking, construction laydown and staging areas, truck routing for regular operations and construction and the overall facility and equipment shut-down schedule required to maintain permit compliance and complete the SSIP. Where land acquisition or agreements are

required for siting, staging, laydown area, storage, or parking to support the projects, land acquisition could potentially delay a project. See “—Land Acquisition.”

Increased construction costs or delays for any reason in connection with the SFPUC’s capital program and the SSIP could impact the Wastewater Enterprise’s financial condition in general and the implementation of its capital programs in particular.

**Land Acquisition.** Certain SSIP projects will require the SFPUC to acquire land in and around its facilities in the City. For example, the Southeast Plant is located in densely urban environment with industrial and residential buildings—so securing space will be critical.

A project manager has been hired to manage land issues, because many parcels require long lead times to gain site control. Property is challenging to acquire or lease. Real estate prices in the City and the San Francisco Bay Area can be volatile in general and appear to have been increasing during recent years. The SSIP currently includes an estimated \$98.3 million related to future land purchases required to expand the Southeast Plant and an estimated \$11.3 million related to potential land leases for construction staging areas. At present, the SFPUC cannot predict the final cost of such acquisitions and leases; but it is possible that such costs will exceed budgeted amounts.

### **Potential Impacts of Climatic Change and Sea Level Rise**

The impacts of climate change that would most affect the Wastewater Enterprise relate to changing rainfall patterns, sea level rise and rising tides. Existing climate change models show varied results in terms of projected rainfall patterns making proactive, long-term planning difficult. If they do occur, significant increases in rainfall (intensity, duration or frequency or any combination thereof) could exceed the sewer system’s capacity to collect and store stormwater and wastewater for treatment. SFPUC is investigating a partnership with Lawrence Berkeley National Laboratory to better predict and characterize expected long-term rainfall patterns.

Projected levels for sea level rise and rising tides could result in a backflow (or inflow) of San Francisco Bay water into the sewer system at the lowest weir elevation and increased infiltration due to higher groundwater in coastal areas. During certain high tides, the Wastewater Enterprise already has begun to experience occasional inflows and infiltration from the San Francisco Bay into its sewer system. In response, the Wastewater Enterprise is planning to implement, through the SSIP, a monitoring program and backflow mitigation measures at some points where tides may backflow into the system.

Certain low-lying areas of the City are vulnerable to flooding, especially during seasonal high tides coupled with intense rainfall. This could be exacerbated with predicted sea level rise and possible higher-intensity storms. The SFPUC has embarked on a City-wide flood resilience study to characterize the impact of storms, develop a risk-based framework to identify and prioritize its investments in projects to reduce or mitigate flooding risks, and provide a set of flood risk reduction measures for storms that exceed the capacity of the SFPUC’s stormwater collection and treatment systems. In parallel with the flood resilience study, the SFPUC is expediting the development of certain capital projects in key areas subject to flooding risk in order to improve stormwater management.

### **Economic, Political, Social and Environmental Conditions**

Changes in economic political, social, or environmental conditions on a local, state, federal, and/or international level may adversely affect investment risk generally. Such conditional changes may include (but are not limited to) fluctuations in business production, consumer prices, or financial markets, unemployment rates, availability of skilled labor, technological advancements, shortages or surpluses in natural resources or energy supplies, changes in law, social unrest, fluctuations in the crime rate, political conflict, acts of war or terrorism, environmental damage, and natural disasters.

## **Bankruptcy**

The SFPUC, being an enterprise department of the City, likely cannot itself file for bankruptcy. While an involuntary bankruptcy petition cannot be filed against the City, the City is authorized to file for bankruptcy under certain circumstances. Should the City file for bankruptcy, there could be adverse effects on the holders of the 2016 Series A Bonds.

To the extent that the Revenues are “special revenues” under the United States Bankruptcy Code (the “Bankruptcy Code”), then Revenues collected after the date of the bankruptcy filing should be subject to the lien of the Indenture. If any or all of the Revenues are determined not to be “special revenues,” then any such amounts collected after the commencement of the bankruptcy case will likely not be subject to the lien of the Indenture. The holders of the 2016 Series A Bonds may not be able to assert a claim against any property of the City other than the Revenues, and if any or all of the Revenues are no longer subject to the lien of the Indenture, then there may be limited, if any, funds from which the holders of the 2016 Series A Bonds are entitled to be paid.

The Bankruptcy Code provides that “special revenues” can be applied to necessary operating expenses of the project or system, before they are applied to other obligations. This rule applies regardless of the provisions of the transaction documents. It is not clear precisely which expenses would constitute necessary operating expenses, and any definition in the transaction documents may not be applicable.

If the City is in bankruptcy, the parties (including the Trustee and the holders of the 2016 Series A Bonds) may be prohibited from taking any action to collect any amount from the City or to enforce any obligation of the City, unless the permission of the bankruptcy court is obtained. These restrictions may also prevent the Trustee from making payments to the holders of the 2016 Series A Bonds from funds in the Trustee’s possession. The rate covenants (see “SECURITY FOR THE BONDS – Rate Covenants; Rates and Charges”) may not be enforceable in bankruptcy by the Trustee or the holders of the 2016 Series A Bonds.

Revenues are deposited with and held by the Treasurer and may be commingled with other City funds. See “SECURITY FOR THE BONDS – Flow of Funds”. If the City goes into bankruptcy, the City may not be required to turn over to the Trustee any Revenues that are in its possession at the time of the bankruptcy filing. In addition, if the City has possession of Revenues (whether collected before or after commencement of the bankruptcy) and if the City does not voluntarily turn over such Revenues to the Trustee, it is not entirely clear what procedures the Trustee and the holders of the 2016 Series A Bonds would have to follow to attempt to obtain possession of such Revenues, how much time it would take for such procedures to be completed, or whether such procedures would ultimately be successful.

The City may be able to borrow additional money that is secured by a lien on any of its property (including the Revenues), which lien could have priority over the lien of the Indenture, or to cause some of the Revenues to be released to it, free and clear of lien of the Indenture, in each case as long as the bankruptcy court determines that the rights of the Trustee and the holders of the 2016 Series A Bonds will be adequately protected.

If the City is in bankruptcy it may be able, without the consent and over the objection of the Trustee and the holders of the 2016 Series A Bonds, to alter the priority, interest rate, principal amount, payment terms, collateral, maturity dates, payment sources, covenants (including tax-related covenants), and other terms or provisions of the Indenture and the 2016 Series A Bonds, as long as the bankruptcy court determines that the alterations are fair and equitable.

There may be delays in payments on the 2016 Series A Bonds while the court considers any of these issues. There may be other possible effects of a bankruptcy of the City that could result in delays or reductions in payments on the 2016 Series A Bonds, or result in losses to the holders of the 2016 Series A Bonds. Regardless of any specific adverse determinations in a City bankruptcy proceeding, the fact of a City bankruptcy proceeding could have an adverse effect on the liquidity and value of the 2016 Series A Bonds.

The City invests Revenues in the City’s Pooled Fund. See “FINANCING PLAN FOR WASTEWATER ENTERPRISE CAPITAL PROGRAM—Investment of SFPUC Funds.” Should those investments suffer losses,

Revenues may be lower than expected, and there may be delays or reductions in payments on the 2016 Series A Bonds.

### **Limitations on Remedies**

The remedies available to the owners of the 2016 Series A Bonds upon the occurrence of an event of default under the Indenture in many respects depend upon judicial actions which are themselves often subject to discretion and delay and could prove both expensive and time consuming to obtain. In addition to the limitations on remedies contained in the Indenture, the rights and obligations under the 2016 Series A Bonds and the Indenture may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against charter cities and counties in the State. The opinions to be delivered by Co-Bond Counsel, concurrently with the issuance of the 2016 Series A Bonds, that the 2016 Series A Bonds constitute valid and binding, limited obligations of the SFPUC and the Indenture constitutes a valid and binding obligation of the SFPUC will also be subject to such limitations and the various other legal opinions to be delivered concurrently with the issuance of the 2016 Series A Bonds will be similarly qualified. See "APPENDIX D—PROPOSED FORM OF OPINION OF CO-BOND COUNSEL."

If the SFPUC fails to comply with its covenants under the Indenture or to pay principal of or interest on the 2016 Series A Bonds, there can be no assurance that the available legal remedies will be adequate to protect the interests of the holders of the 2016 Series A Bonds.

### **Loss of Tax Exemption/Risk of Tax Audit of Municipal Issuers**

As discussed under "TAX MATTERS", interest on the 2016 Series A Bonds could fail to be excluded from the gross income of the owners thereof for purposes of federal income taxation retroactive to the date of the issuance of the 2016 Series A Bonds as a result of future acts or omissions of the SFPUC in violation of its covenants to comply with requirements of the Internal Revenue Code of 1986, as amended. Should such an event of taxability occur, the 2016 Series A Bonds are not subject to redemption or any increase in interest rate and will remain outstanding until maturity.

In December 1999, as a part of a larger reorganization of the IRS, the IRS commenced operation of its Tax Exempt and Government Entities Division (the "TE/GE Division"), as the successor to its Employee Plans and Exempt Organizations division. The TE/GE Division has a subdivision that is specifically devoted to tax-exempt bond compliance. Public statements by IRS officials indicate that the number of tax-exempt bond examinations is expected to increase significantly under the new TE/GE Division. There is no assurance that, if an IRS examination of the 2016 Series A Bonds were undertaken, it would not adversely affect the secondary market value of the 2016 Series A Bonds.

### **Change in Tax Law**

As discussed under "TAX MATTERS," current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the 2016 Series A Bonds to be subject, directly or indirectly, in whole or in part, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest.

### **Failure to Maintain Credit Ratings**

Certain rating agencies have assigned ratings to the 2016 Series A Bonds. The ratings issued reflect only the views of such rating agencies. Any explanation of the significance of these ratings should be obtained from the respective rating agencies. See "RATINGS." There is no assurance current ratings will continue for any given period or that such ratings will not be revised downward or withdrawn entirely by the rating agencies if, in the respective judgment of such rating agencies, circumstances so warrant. Any such downward revision or withdrawal of such ratings could be expected to have an adverse effect on the market price of the 2016 Series A Bonds. The

SFPUC undertakes no obligation to maintain its current credit ratings on the 2016 Series A Bonds or to oppose any such downward revision, suspension or withdrawal.

### **Secondary Market**

There can be no guarantee that there will be a secondary market for the 2016 Series A Bonds or, if a secondary market exists, that the 2016 Series A Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price.

### **Uncertainties of Projections, Forecasts and Assumptions**

Compliance with certain of the covenants contained in the Indenture is based upon assumptions and projections. Projections and assumptions are inherently subject to significant uncertainties. Inevitably, some assumptions will not be realized and unanticipated events and circumstances may occur and actual results are likely to differ, perhaps materially, from those projected. Accordingly, such projections are not necessarily indicative of future performance, and the SFPUC assumes no responsibility for the accuracy of such projections. See **FORWARD-LOOKING STATEMENTS** on the inside front cover of this Official Statement.

### **Other Risks**

The discussion in this section, "RISK FACTORS", is not meant to be a comprehensive or definitive list of the risks associated with an investment in the 2016 Series A Bonds. There may be other risks inherent in ownership of the 2016 Series A Bonds in addition to those described in this section. Investors are advised to read the entire Official Statement in order to obtain information necessary to make an investment in the 2016 Series A Bonds.

## **REGULATORY MATTERS**

The Wastewater Enterprise meets all known current regulatory permit requirements for its facilities, and is in material compliance with the Porter-Cologne and Clean Water Acts (as described below). This section summarizes the regulatory framework governing the Wastewater Enterprise and its operations.

### **History and Background**

In 1969, the State adopted the Porter-Cologne Water Quality Act (the "Porter-Cologne Act"), creating the State's current legal framework for the protection of water quality. This adoption was followed at the federal level by the Water Pollution Control Act Amendments of 1972 (the "Clean Water Act"). The Clean Water Act provided an aggressive timetable for eliminating pollution of the nation's waters and established the basic secondary treatment requirement that 85% of pollutants, as defined in administrative regulations, be removed from sanitary wastewater. The Clean Water Act also required the issuance of discharge permits on a nationwide basis and established a federal grant program for construction of publicly owned wastewater facilities, subsequently replaced by the state revolving fund loan program. Although the EPA has ultimate responsibility for administering the Clean Water Act, many functions have been delegated to the State. The administration of the current loan program and enforcement of regulations are a joint undertaking of the State Water Resources Control Board, the Regional Water Quality Control Board, and EPA Region IX.

### **City Master Plan**

In 1971, the City created its Master Plan to address the requirements of the Porter-Cologne Act, which, following the environmental review process, was adopted by the City and the EPA in 1974, and the City commenced implementation of the plan. With subsequent refinements, the Master Plan has been the SFPUC's guide for improving the performance of the Wastewater Enterprise and meeting the requirements of State and federal

water quality laws. All projects and improvements described in the Master Plan, as subsequently modified, have been completed and are fully operational.

In the 1970s and 1980s, the Regional Water Quality Control Board issued cease and desist orders to the SFPUC containing project planning, design and construction schedules for Master Plan projects and discharge limit compliance dates. All such cease and desist orders have been satisfied and are no longer in effect.

### **Federal and State Clean Water Act Permits**

Under the Porter-Cologne and Clean Water Acts, the Regional Water Quality Control Board administers water pollution control programs. The Regional Water Quality Control Board issues discharge permits under Section 402 of the Clean Water Act, which establishes the National Pollutant Discharge Elimination System ("NPDES") permit system. These permits, issued for a five-year period, are also wastewater discharge requirements for the purposes of the Porter-Cologne Act and apply to discharges from the SFPUC's treatment plants and combined sewer discharge facilities.

The Wastewater Enterprise combined sewer system operates under two wastewater NPDES permits: the 2013 Bayside Permit (NPDES Permit No. CA0037664), covering the Southeast Plant, North Point Facility and other bayside facilities that discharge into the San Francisco Bay; and the 2009 Oceanside Permit (NPDES Permit No. CA0037681; issued jointly with EPA Region IX), covering the Oceanside Plant discharges and other westside facilities that discharge into the ocean. A small portion of the Wastewater Enterprise system within the City consists of separate storm and sanitary sewers. This portion of the system is regulated under the State General Permit for Small Municipal Separate Storm Sewer Systems (MS4) (NPDES Permit No. CAS000004) and the State Waste Discharge Requirements for Sanitary Sewer Systems (Order No. 2006-0003-DWQ). Currently, the SFPUC's discharges are in material compliance with its permit requirements, though during the past two years certain discharges have varied from such requirements.

### **Combined Sewer Overflow Control Policy**

With the exception of a small portion of the City of Sacramento, the SFPUC is the only wastewater agency in the State that operates a combined sewer system, in which sanitary wastewater and stormwater runoff are conveyed and treated in the same system of pipes and treatment, storage and discharge facilities. In order to address the unique characteristics of combined sewer systems, the EPA adopted the Combined Sewer Overflow Control Policy (59 FR 18688) in 1994 (the "CSO Policy"). This policy established a consistent national approach for controlling discharges from CSOs to the nation's water, and has since been incorporated into the Clean Water Act by The Wet Weather Water Quality Act of 2000.

The CSO Policy created a two-phased process for combined sewer systems. During the first phase, the permittee is required to implement "nine minimum controls" specified in the CSO Policy. In addition, the permittee is required to develop and implement a long-term control plan for the purpose of providing facilities and controls sufficient to comply with water quality standards. The SFPUC has implemented the "nine minimum controls", and construction of the Master Plan projects constituted implementation of the long-term control plan.

The SFPUC's discharge permits require the preparation of reports analyzing the efficacy of the system's wet weather operations and the attainment of water quality standards. The SFPUC's efficacy report for the Bayside Watersheds submitted in June 2012; the efficacy report for the Westside was submitted in July 2014. These reports document the City's continued compliance with the CSO Policy's nine minimum controls and long-term control plan requirements.

### **Stormwater Regulations**

In 1987, Congress revised the Clean Water Act to more effectively address pollution caused by stormwater runoff. The regulations require stormwater management plans for municipalities and controls on certain construction sites and other industries. Urban areas with combined sewers, such as most of the City, are exempt. Because a small portion of the City is served by separate sewer systems, the implementation of the Municipal

Separate Storm Sewer System (“MS4”) permit requirements occurred under Phase II of the stormwater program, following the earlier Phase I implementation for cities with a large separate sewer system. The permit for small MS4s (NPDES Permit No. CAS000004) is issued by the State Water Resources Control Board and regulates the stormwater discharge from the SFPUC’s separate sewer systems. The SFPUC operates a stormwater management program that complies with the requirements of the MS4 Permit.

## Regulatory Trends

Regulatory developments at the State and Federal level, as well as ongoing permit reissuance activities, may increase operations costs and capital needs of the Wastewater Enterprise and may have an effect on the Wastewater Enterprise operations and its revenues. In the future, additional constituents of concern (possibly including pollutants such as ammonia, nutrients, endocrine disrupting chemicals, human-made chemicals/products) will likely be identified, and additional effluent limits may be added for wastewater discharges into the San Francisco Bay and Pacific Ocean, as water quality objectives are developed for new compounds and improved analytical techniques become available. Additional source control measures, public education and outreach, and additional or advanced treatment processes may be necessary to achieve compliance. SFPUC staff is actively engaged with regulatory officials and the public in the development of these regulatory matters.

These topics and their possible effect on the Wastewater Enterprise are briefly described below:

***Impaired Water Bodies and Total Maximum Daily Loads.*** The Clean Water Act requires states to identify all water bodies that do not achieve designated water quality standards or objectives. Such water bodies are designated as “impaired,” and states are required to identify all sources contributing to the impairment under the Total Maximum Daily Load (“TMDL”) program. States are required to designate wasteload allocations to each contributing point source, such as the SFPUC discharges, in order to promote the recovery of the water body. Central and lower San Francisco Bay are currently listed as impaired for a number of organic and inorganic pollutants, as well as invasive species and trash. The Regional Water Quality Control Board has completed San Francisco Bay TMDLs for mercury and PCBs and is developing a fecal indicator bacteria TMDL for San Francisco Bay beaches.

The San Francisco Bay Mercury and PCBs TMDLs are implemented through a group Watershed Permit (Order No. R2-2012-0096) that applies to all municipal, industrial, and stormwater discharges to San Francisco Bay. The Watershed Permit contains effluent limitations for mercury and PCB discharges from the Southeast Plant with which the SFPUC currently complies.

***Contaminated Bay Sediments.*** California Water Code, Division 7, Chapter 5.6 established a program to assess sediment contamination of the State’s enclosed bays and estuaries. Known as the Bay Protection and Toxic Cleanup Program, the focus of this effort was to identify contaminated sediments with elevated levels of toxins.

In 1999, the State-wide plan identified Mission Creek and Islais Creek as high priority toxic hot spots. For Mission Creek, the plan included preliminary estimates of investigation and study costs at \$1 million, remediation and follow-up monitoring ranging from \$0.8 to \$1.8 million, and possible sewer system structural changes up to \$75 million. The plan included a preliminary estimate of investigation and study costs for Islais Creek at \$1 million. Remediation and monitoring were estimated to range from \$0.8 to \$5.2 million, and possible sewer system structural changes up to \$75 million for Islais Creek. The estimated costs shown above were developed by the Regional Water Quality Control Board and State Water Resources Control Board in 1998 and 1999. The SFPUC provided comments and data studies disputing both the extent of contamination in the creeks and any asserted causal relationship to SFPUC activities. The plan is not self-executing, and requires further regulatory action by the Regional Water Quality Control Board, which has indicated that contaminated sediment issues will be addressed through the TMDL analysis and implementation programs mentioned above. In 2002, both Mission Creek and Islais Creek were added to the Clean Water Act 303(d) list of water quality limited segments (i.e., impaired waterways). A TMDL (or related action) must be completed for the listed waterways.

The 1999 Statewide plan also identified Central Basin (adjacent to the San Francisco Bayside shoreline) as a moderate priority toxic hot spot, but did not identify investigation or remediation costs (costs were only developed for the high priority sites). Central Basin has also been placed on the CWA 303(d) list.

The SFPUC continues to dispute the extent of contamination in the creeks and any causal relationship to SFPUC activities, and will vigorously participate in the development of any TMDLs for such areas.

EPA Region IX has listed Yosemite Creek as a Superfund site. Its sediments, adjacent to Hunters Point and the former Navy Shipyard, must be addressed. The City, along with other potentially responsible parties, is participating in a voluntary nonbinding mediation to allocate any cleanup costs. Because the process is in its early stages, SFPUC cannot reasonably predict whether or to what extent it may be partially responsible for contributing to this contamination remediation project, or whether such cleanup will have any impact on current sewer system operations.

Pursuant to GASB Statement No. 49, *Accounting and Financial Reporting for Pollution Remediation Obligations*, the Wastewater Enterprise reported \$571,000 in pollution remediation liability as of June 30, 2015.

***Contaminants of Emerging Concern.*** Contaminants of emerging concern include alkyl phenols, flame retardants, hormones, personal care products, pharmaceuticals, steroids, perfluorinated compounds, and pesticides, which typically enter municipal wastewater through bathing, cleaning, laundry, and the disposal of unused products. Pharmaceuticals typically include prescription and over-the-counter therapeutic drugs for both human and veterinary treatment. Personal care products typically include soaps, fragrances, and cosmetics. Secondary treatment facilities remove some of these contaminants, even though they are not specifically designed for this purpose. Currently no water quality standards exist for most of these compounds, therefore, the SFPUC permits do not contain effluent limitations for them.

***Nutrient Control for the Bayside.*** San Francisco Bay has long been recognized as a nutrient-enriched estuary; however, until recently, it had not experienced negative effects of over-enrichment. Changes recently observed in San Francisco Bay indicate that the Bay's resilience to the effects of nutrient enrichment may be declining. In response to these changes, the Regional Water Quality Control Board issued a permit in 2014 for all municipal discharges into the San Francisco Bay to monitor and report nutrient discharges, NPDES No. CA0038873. The Regional Water Quality Control Board is also developing numeric nutrient endpoints ("NNEs"), the purpose of which are to provide a scientifically defensible framework that can serve as guidance for adopting numeric water quality criteria. Whether NNEs will result in new limits that would apply to SFPUC treatment facilities is unclear at this time. The SFPUC and regional groups like the Bay Area Clean Water Association (of which the SFPUC is a member) are participating in the Regional Water Quality Control Board's consideration of the need for and potential characteristics of any such future regulation.

#### **Other Regulatory Agencies with Jurisdiction Over the Wastewater Enterprise**

Other regulatory agencies with approval or oversight responsibilities over the siting, construction or operational impacts of the Wastewater Enterprise on air, water and natural resources include the Bay Area Air Quality Management District, the Bay Conservation and Development Commission, the California Coastal Commission, the State Lands Commission, the California Department of Public Health, the National Marine Fisheries Service, the United States Fish and Wildlife Service, the California Department of Fish and Wildlife, and the U.S. Army Corps of Engineers.

#### **Other Laws Affecting the Wastewater Enterprise**

As a public agency the SFPUC's actions must be consistent with the California Environmental Quality Act and, where federal approvals or funding is involved, the National Environmental Policy Act. The federal Clean Air Act and the California Clean Air Act of 1988 also regulate emissions from the treatment facilities. All of the SFPUC's treatment facilities meet present Bay Area Air Quality Management District standards.

### **CONSTITUTIONAL, STATUTORY AND CHARTER LIMITATIONS**

The activities of the SFPUC and the Wastewater Enterprise, including, without limitation, the establishment of rates for sewer service and the issuance of Bonds, are subject to a number of limitations under both State and local law. Certain of such limitations are summarized below. Additionally, such limitations may be

revised, enhanced, expanded, or otherwise altered as provided under State and local law, including in certain instances by legislation adopted by State, regional or local authorities, including the State Legislature or the Board of Supervisors, or by the voters of the State or the City themselves through the power of initiative or referendum, by voting in favor of amendments to the Charter, or in any other lawful manner.

### **State Law Limitations**

***Tax and Spending Limitations.*** The taxing powers of public agencies in the State are limited by Article XIII A of the California Constitution, added by an initiative amendment approved by the voters on June 6, 1978, and commonly known as Proposition 13.

Article XIII A limits the maximum ad valorem tax on real property to 1% of "full cash value," which is defined as "the County Assessor's valuation of real property as shown on the Fiscal Year 1975-76 tax bill under 'full cash value' or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment." The full cash value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or reduction in the consumer price index or comparable local data, or declining property value caused by damage, destruction, or other factors.

The tax rate limitation referred to above does not apply to ad valorem taxes to pay the debt service on any indebtedness approved by the voters before July 1, 1978, or on any bonded indebtedness for the acquisition or improvement of real property approved by two-thirds of the votes cast by the voters voting on the proposition.

Under the terms of Article XIII A and pursuant to an allocation system created by implementing legislation, each county is required to levy the maximum ad valorem tax permitted by Article XIII A and to distribute the proceeds to local agencies.

Assessed valuation growth allowed under Article XIII A (new construction, change of ownership and up to 2% annual value growth) is allocated among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and schools share the growth of base revenues from the tax rate area. Each year's growth allocation becomes part of each agency's allocation in the following year. The availability of revenues from tax bases to such entities may be affected by the existence of certain successor agencies to former redevelopment agencies that, under certain circumstances, may be entitled to such revenues resulting from the upgrading of certain property values.

Under State law, any fee that exceeds the reasonable cost of providing the service for which the fee is charged may be considered a "special tax" that must be authorized by a two-thirds vote of the electorate. Accordingly, if a portion of the SFPUC's wastewater user rates or capacity charges were determined by a court to exceed the reasonable cost of providing service, the SFPUC might not be permitted to continue to collect that portion unless it were authorized to do so by a two-thirds majority of the votes cast in an election to authorize the collection of that portion of the rates or fees. If the SFPUC were unable to obtain such a two-thirds majority vote and were unable to reduce costs, such failure could adversely affect the SFPUC's ability to pay the debt service on the Bonds.

The United States Supreme Court has upheld Article XIII A against a challenge alleging violation of equal protection under the Fourteenth Amendment to the United States Constitution.

***Proposition 218.*** Proposition 218, a State ballot initiative known as the "Right to Vote on Taxes Act," was approved by the voters on November 5, 1996. The initiative added Articles XIII C and XIII D to the California Constitution, creating additional requirements for the imposition by most local governments of "general taxes," "special taxes," "assessments," "fees," and "charges." Articles XIII C and XIII D became effective, pursuant to their terms, as of November 6, 1996, although compliance with some of the provisions was deferred until July 1, 1997, and certain of the provisions purport to apply to any tax imposed for general governmental purposes (i.e., "general taxes") imposed, extended or increased on or after January 1, 1995 and prior to November 6, 1996.

Article XIID imposes substantive and procedural requirements on the imposition, extension or increase of any “fee” or “charge” subject to its provisions. A “fee” or “charge” subject to Article XIID includes any levy, other than an ad valorem tax, special tax or assessment, imposed by an agency upon a parcel or upon a person as an incident of property ownership. Article XIID prohibits, among other things, the imposition of any proposed fee or charge, and, possibly, the increase of any existing fee or charge, in the event written protests against the proposed fee or charge are presented at a required public hearing on the fee or charge by a majority of owners of the parcels upon which the fee or charge is to be imposed. Except for fees and charges for water, sewer and refuse collection services, the approval of a majority of the property owners subject to the fee or charge, or at the option of the agency, by a two-thirds vote of the electorate residing in the affected area, is required not less than 45 days following the public hearing on any such proposed new or increased fee or charge.

The California Supreme Court decisions in *Richmond v. Shasta Community Services District*, 32 Cal. 4th 409 (2004) (“Richmond”), and *Bighorn-Desert View Water Agency vs. Verjil*, 39 Cal. 4th 206 (2006) (“Bighorn”) have clarified uncertainty surrounding the applicability of Section 6 of Article XIID to service fees and charges. In *Richmond*, the Shasta Community Services District charged a water connection fee, which included a capacity charge for capital improvements to the water system and a fire suppression charge. The Court held that both the capacity charge and the fire suppression charge were not subject to Article XIID because a water connection fee is not a property-related fee or charge because it results from the property owner’s voluntary decision to apply for the connection. In both *Richmond* and *Bighorn*, however, the Court stated that a fee for ongoing water service through an existing connection is imposed “as an incident of property ownership” within the meaning of Article XIID, rejecting, in *Bighorn*, the water agency’s argument that consumption-based water charges are not imposed “as an incident of property ownership” but as a result of the voluntary decisions of customers as to how much water to use.

The SFPUC provides public notice of proposed wastewater rate increases in accordance with the requirements of Article XIID through means that include, among others, holding informational presentations at community group meetings, mailings to residential and commercial customers of public hearings on rate increases, and press releases and media campaigns regarding rate increases, followed by public hearings conducted by the SFPUC’s Rate Fairness Board and by the SFPUC itself. The SFPUC also develops and adopts retail utility user rates and fees in accordance with the requirements of Article XIID(6)(b) that limit property-related fees and charges.

Article XIIC extends the people’s initiative power to reduce or repeal previously authorized local taxes, assessments, fees and charges. This extension of the initiative power is not limited by the terms of Article XIIC to fees, taxes, assessment fees and charges imposed after November 6, 1996 and absent other authority could result in retroactive reduction in any existing taxes, assessments, fees or charges. In *Bighorn*, the Court concluded that under Article XIIC local voters by initiative may reduce a public agency’s water rates and delivery charges. The Court noted, however, that it was not holding that the authorized initiative power is free of all limitations, stating that it was not determining whether the electorate’s initiative power is subject to the public agency’s statutory obligation to set water service charges at a level that will “pay the operating expenses of the agency, ... provide for repairs and depreciation of works, provide a reasonable surplus for improvements, extensions, and enlargements, pay the interest on any bonded debt, and provide a sinking or other fund for the payment of the principal of such debt as it may become due.”

Article XIID imposes the substantive requirement that any wastewater charges may not exceed the proportional cost of the providing service to customers. The Fourth District of the California Court of Appeal decision in *Capistrano Taxpayers Association, Inc. v. City of San Juan Capistrano*, 235 Cal.App.4th 1493 (2015), clarified that tiered rate structures are compatible with the cost of service limitations of Article XIID when each tier structure is supported by cost of service calculations. The court held that San Juan Capistrano’s water rates violated Article XIID because no evidence in the record adequately showed that each tier corresponded to the cost of providing service at a given level of usage.

The courts have not fully interpreted the provisions of Proposition 218. The SFPUC is unable to predict how courts will further interpret Article XIIC and Article XIID, and what, if any, further implementing legislation will be enacted. Under the *Bighorn* case, City voters could adopt an initiative measure that reduces or repeals the SFPUC’s wastewater rates and charges, though it is not clear whether (and courts have not decided whether) any such reduction or repeal by initiative would be enforceable in a situation in which such rates and charges are pledged

to the repayment of bonded indebtedness. There can be no assurance that the courts will not further interpret, or the voters will not amend, Article XIII C and Article XIII D to limit the ability of the SFPUC to impose, levy, charge and collect increased fees and charges for the Wastewater Enterprise, or to call into question wastewater rate increases previously adopted by the SFPUC. No assurance may be given that Articles XIII C and XIII D will not have a material adverse impact on Revenues.

**Proposition 26.** Proposition 26, which amended Article XIII A and XIII C of the California Constitution, was approved by the electorate at the November 2, 2010 election. Proposition 26 imposes a two-thirds voter approval requirement for the imposition of fees and charges by the State. It also imposes a majority voter approval requirement on local governments with respect to fees and charges for general purposes, and a two-thirds voter approval requirement with respect to fees and charges for special purposes. According to its supporters, Proposition 26 was designed to prevent the circumvention of tax limitations imposed by the voters pursuant to Proposition 13, approved in 1978, Proposition 218, and other measures through the use of non-tax fees and charges.

Proposition 26 expressly excludes from its scope “a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable cost to the governmental entity of providing the service or product to the payor” and “assessments and property-related fees imposed in accordance with the provisions of Article XIII D.” The SFPUC believes that the initiative is not intended to, and would not, apply to fees for wastewater services charged by the SFPUC. The SFPUC, however, is unable to predict how Proposition 26 will be interpreted by the courts to apply to the provision of wastewater services by local governments such as the SFPUC.

#### **Initiative and Referendum**

Article XIII A and Articles XIII C and XIII D of the California Constitution were adopted pursuant to the State’s constitutional initiative process. From time to time other initiative measures could be adopted by State voters, or by voters of the City, placing additional limitations on the ability of the SFPUC to increase revenues.

#### **Charter Limitations**

The Charter requires that bonds (such as the Bonds) secured by revenues, other than refunding bonds, may be issued only with the assent of a majority of voters. However, under the Charter amendments enacted by the voters in November 2002 (Proposition E), the SFPUC may issue revenue bonds, including notes, commercial paper or other forms of indebtedness, when authorized by ordinance approved by a two-thirds vote of the Board of Supervisors, for the purpose of reconstructing, replacing, expanding, repairing or improving water facilities or wastewater facilities or combinations of water and wastewater facilities under the jurisdiction of the SFPUC (and subject to the further conditions contained in Proposition E). See “OBLIGATIONS PAYABLE FROM REVENUES—Authority for Issuance of Revenue Bonds and Other Obligations Payable from Revenues” and “SECURITY FOR THE BONDS—Additional Series of Bonds—Charter Requirements.”

#### **Future Charter Amendments**

Voters in the City could adopt additional Charter amendments in the future which would limit the ability of the SFPUC to issue debt or to enact rate increases, affect the operation of the Wastewater Enterprise or implement other changes affecting the SFPUC and the Wastewater Enterprise. See “RISK FACTORS—Initiative, Referendum and Charter Amendments and Future Legislation.”

### **LITIGATION**

**General.** The SFPUC is not aware of any litigation pending or threatened questioning the political existence of the City or the SFPUC or contesting the SFPUC’s power to fix water rates and charges, or in any way questioning or affecting:

- (i) the proceedings under which the 2016 Series A Bonds are to be issued;
- (ii) the validity of any provision of the 2016 Series A Bonds or the Indenture;

- (iii) the pledge of Net Revenues by the SFPUC under the Indenture; or
- (iv) the titles to office of the present members of the Board of Supervisors and the Commission.

There are a number of suits and claims pending against the City and the SFPUC, which may include personal injury, wrongful death and other suits and claims against which the City may self-insure. The aggregate amount of the self-insured liabilities of the City and the SFPUC which may result from such suits and claims will not, in the opinion of the City Attorney, materially impair the ability of the SFPUC to pay principal of or interest on the Bonds as they become due. There is no litigation pending, with service of process having been accomplished, against the City or the SFPUC which if determined adversely to the City or the SFPUC would, in the opinion of the City Attorney, materially impair the ability of the SFPUC to pay principal of and interest on the Bonds as they become due.

***Flooding Liability.*** Major rainstorms in the City which exceed the capacity of the combined storm drainage/sewer system result in flooding and property damage, especially in some low-lying areas with structure built on or near land which was originally creeks or bays. Severe flood damage occurred in 2004 due to major rainstorms. Property owners in low-lying areas filed claims against the City. Many claims were settled. Some proceeded to litigation, and the City settled those suits in 2007.

In 2009 and 2012, rainstorms resulted in additional flooding and property damage. In December 2014, two severe rainstorms caused flooding in many of the same low-lying areas that had flooded in 2004, 2009 and 2012. The City responded to both December storms in each of the affected neighborhoods, and helped coordinate and pay for initial clean-up and repair of damage to affected properties. In addition, property owners filed numerous claims for property damage. To date, the City's aggregate costs incurred for restoration, damage mitigation, and claims settlements exceeds \$5 million. The SFPUC continues to conduct technical analysis, explore infrastructure improvements, and document design, operation and maintenance practices necessary to minimize flooding in these areas.

## TAX MATTERS

In the opinion of Co-Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest on the 2016 Series A Bonds is excluded from gross income for federal income tax purposes, and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Co-Bond Counsel, interest on the 2016 Series A Bonds is exempt from State of California personal income tax. Co-Bond Counsel notes that, with respect to corporations, interest on the 2016 Series A Bonds may be included as an adjustment in the calculation of alternative minimum taxable income, which may affect the alternative minimum tax liability of such corporations.

The difference between the issue price of a 2016 Series A Bond (the first price at which a substantial amount of the 2016 Series A Bonds of the same series and maturity is to be sold to the public) and the stated redemption price at maturity with respect to such 2016 Series A Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a 2016 Series A Bond owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by the 2016 Series A Bond owner will increase the 2016 Series A Bond owner's basis in the applicable 2016 Series A Bond. In the opinion of Co-Bond Counsel, the amount of original issue discount that accrues to the owner of the 2016 Series A Bond is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, and is exempt from State of California personal income tax.

Co-Bond Counsel's opinion as to the exclusion from gross income of interest (and original issue discount) on the 2016 Series A Bonds is based upon certain representations of fact and certifications made by the SFPUC and others and is subject to the condition that the SFPUC comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the 2016 Series A Bonds to assure that interest (and original issue discount) will not become includable in gross income for federal income tax purpose. Failure to comply with the requirements of the Code might cause interest (and original issue discount) on

the 2016 Series A Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the 2016 Series A Bonds. The SFPUC has covenanted to comply with all such requirements.

The amount by which a 2016 Series A Bond owner's original basis for determining loss on sale or exchange, in the applicable 2016 Series A Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable 2016 Series A Bond premium, which must be amortized under Section 171 of the Code; such amortizable Bond premium reduces the 2016 Series A Bond owner's basis in the applicable Bond (and the amount of tax-exempt interest received with respect to the 2016 Series A Bonds), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of 2016 Series A Bond premium may result in a 2016 Series A Bond owner realizing a taxable gain when a 2016 Series A Bond is sold by the owner for an amount equal to or less (under certain circumstances) than the original cost of the 2016 Series A Bonds to the owner. Purchasers of the 2016 Series A Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable 2016 Series A Bond premium.

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the 2016 Series A Bonds will be selected for audit by the IRS. It is also possible that the market value of the 2016 Series A Bonds might be affected as a result of such an audit of the 2016 Series A Bonds (or by an audit of similar municipal obligations). No assurance can be given that in the course of the audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the 2016 Series A Bonds to the extent that it adversely affects the exclusion from gross income of interest on the 2016 Series A Bonds or their market value.

SUBSEQUENT TO THE DELIVERY OF THE 2016 SERIES A BONDS, THERE MIGHT BE FEDERAL, STATE OR LOCAL STATUTORY CHANGES (OR JUDICIAL OR REGULATORY INTERPRETATIONS OF FEDERAL, STATE OR LOCAL LAW) THAT AFFECT THE FEDERAL, STATE OR LOCAL TAX TREATMENT OF THE 2016 SERIES A BONDS OR THE MARKET VALUE OF THE 2016 SERIES A BONDS. LEGISLATIVE CHANGES HAVE BEEN PROPOSED IN CONGRESS, WHICH, IF ENACTED, WOULD RESULT IN ADDITIONAL FEDERAL INCOME TAX BEING IMPOSED ON CERTAIN OWNERS OF TAX-EXEMPT STATE OR LOCAL OBLIGATIONS, SUCH AS THE 2016 SERIES A BONDS. THE INTRODUCTION OR ENACTMENT OF ANY OF SUCH CHANGES COULD ADVERSELY AFFECT THE MARKET VALUE OR LIQUIDITY OF THE 2016 SERIES A BONDS. NO ASSURANCE CAN BE GIVEN THAT, SUBSEQUENT TO THE DELIVERY OF THE 2016 SERIES A BONDS, SUCH CHANGES (OR OTHER CHANGES) WILL NOT BE INTRODUCED OR ENACTED OR INTERPRETATIONS WILL NOT OCCUR. BEFORE PURCHASING ANY OF THE 2016 SERIES A BONDS, ALL POTENTIAL PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING POSSIBLE STATUTORY CHANGES OR JUDICIAL OR REGULATORY CHANGES OR INTERPRETATIONS, AND THEIR COLLATERAL TAX CONSEQUENCES RELATING TO THE 2016 SERIES A BONDS.

Co-Bond Counsel's opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Co-Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Co-Bond's engagement with respect to the 2016 Series A Bonds terminates upon their delivery and Co-Bond Counsel disclaims any obligation to update the matters set forth in its opinion. The Indenture and the Tax Certificate relating to the 2016 Series A Bonds permit certain actions to be taken or to be omitted if a favorable opinion of Co-Bond Counsel is provided with respect thereto: Co-Bond Counsel expresses no opinion as to the effect on the exclusion from gross income of interest for federal income tax purposes with respect to any 2016 Series A Bond if any such action is taken or omitted based upon the advice of counsel other than Co-Bond Counsel.

Although Co-Bond Counsel has rendered an opinion that interest (and original issue discount) is excluded from gross income for federal income tax purposes on the 2016 Series A Bonds provided that the SFPUC continues to comply with certain requirements of the Code, the ownership of the 2016 Series A Bonds and the accrual or receipt of interest with respect to the 2016 Series A Bonds may otherwise affect the tax liability of certain persons. Co-Bond Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the 2016 Series A Bonds, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the 2016 Series A Bonds.

A copy of the proposed form of opinion of Co-Bond Counsel is attached hereto as Appendix D.

## CERTAIN LEGAL MATTERS

Certain legal matters incident to the authorization, sale and delivery of the 2016 Series A Bonds are subject to the approval of Stradling, Yocca, Carlson & Rauth, a Professional Corporation, Sacramento, California, and Amira Jackmon, Attorney at Law, Berkeley, California, Co-Bond Counsel to the SFPUC. Certain legal matters are being passed upon for the SFPUC by the City Attorney and by Orrick, Herrington & Sutcliffe LLP, San Francisco, California, Disclosure Counsel. Co-Bond Counsel and Disclosure Counsel will receive compensation that is contingent upon the sale and delivery of the 2016 Series A Bonds.

The form of approving opinion of Co-Bond Counsel is set forth in Appendix D, and will be available at the time of delivery of the 2016 Series A Bonds. Co-Bond Counsel is not passing upon and undertakes no responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

Orrick, Herrington & Sutcliffe LLP, has served as Disclosure Counsel to the SFPUC and in such capacity has advised the SFPUC with respect to the requirements of applicable securities laws and participated with responsible SFPUC officials and staff in conferences and meetings where information contained in this Official Statement was reviewed for accuracy and completeness. Disclosure Counsel is not responsible for the accuracy or completeness of the information presented in this Official Statement and has not undertaken to independently verify any of such information. Rather, the SFPUC is solely responsible for the accuracy and completeness of the information contained in this Official Statement. Upon the issuance of the 2016 Series A Bonds, Orrick, Herrington & Sutcliffe LLP will deliver a letter to the SFPUC concerning certain matters with respect to the Official Statement. No purchaser or holder of the 2016 Series A Bonds, or other person or party other than the SFPUC, will be entitled to rely on such letter or on the fact that Orrick, Herrington & Sutcliffe LLP has acted as Disclosure Counsel to the SFPUC.

## RATINGS

Moody's Investors Service ("Moody's") has assigned its municipal bond rating of "\_\_\_\_" to the 2016 Series A Bonds, and Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("S&P"), has assigned its municipal bond rating of "\_\_\_\_" to the 2016 Series A Bonds.

The ratings assigned by Moody's and Standard & Poor's express only the views of the respective rating agencies. The explanation of the significance of these ratings, and any outlook associated with these ratings, may be obtained from Moody's and Standard & Poor's, respectively. Each rating agency generally bases its rating on its own investigations, studies, and assumptions. The SFPUC has provided certain additional information and materials to the rating agencies (some of which does not appear in this Official Statement).

A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time. There is no assurance such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by the rating agencies, if in the judgment of such rating agencies, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the 2016 Series A Bonds. The SFPUC undertakes no responsibility to maintain its current ratings on the 2016 Series A Bonds or to oppose any such downward revision, suspension or withdrawal.

## PURCHASE AND REOFFERING

The 2016 Series A Bonds are being purchased by \_\_\_\_\_ (the "Initial Purchaser") as the winner of a competitive bid conducted on \_\_\_\_\_, 2016. The Initial Purchaser has agreed to purchase the 2016 Series A Bonds from the SFPUC at a purchase price of \$ \_\_\_\_\_ (consisting of \$ \_\_\_\_\_ aggregate principal amount of the 2016 Series A Bonds, plus [net] original issue premium of \$ \_\_\_\_\_, less an underwriter's discount of \$ \_\_\_\_\_). Under the terms of its bid, the Initial Purchaser will be obligated to purchase all of the 2016 Series A Bonds if any are purchased, the obligation to make such purchase being subject to certain terms and conditions to be satisfied by the SFPUC.

The Initial Purchaser has certified the reoffering prices or yields set forth on the inside cover hereof. The SFPUC takes no responsibility for the accuracy of these prices or yields. The Initial Purchaser may offer and sell

the 2016 Series A Bonds to certain dealers and others at prices lower than the offering prices stated on the inside cover page. The offering prices may be changed from time to time by the Initial Purchaser.

### **FINANCIAL STATEMENTS**

Attached as Appendix C are the audited financial statements of the Wastewater Enterprise (the “Financial Statements”) for Fiscal Years ended June 30, 2014 and June 30, 2015, prepared by the SFPUC and audited by KPMG LLP, independent certified public accountants, San Francisco, California (the “Auditor”). The financial statements are included for convenience.

*The SFPUC has not requested nor did the SFPUC obtain permission from the Auditor to include the audited financial statements as an Appendix to this Official Statement. Accordingly, the Auditor has made no representation in connection with inclusion of the audits herein that there has been no material change in the financial condition of the SFPUC since the most recent audit was concluded. The Auditor has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. The Auditor also has not performed any procedures relating to this Official Statement.*

### **CONTINUING DISCLOSURE**

The SFPUC has covenanted for the benefit of the Owners of the 2016 Series A Bonds to provide certain financial information and operating data not later than nine months after the end of the SFPUC’s Fiscal Year (which currently ends on June 30), commencing with the report for Fiscal Year 2015-16 (the “Annual Report”) and to provide notices of the occurrence of certain enumerated events. The Annual Report will be filed by the SFPUC with the MSRB through EMMA.

The specific nature of the information to be contained in the Annual Report or the notices of material events is summarized in “APPENDIX E – FORM OF CONTINUING DISCLOSURE CERTIFICATE.” These covenants have been made in order to assist the Initial Purchaser in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the “Rule”).

Although the SFPUC filed on EMMA materials describing the effectiveness of certain amendments to the Indenture, it failed to file timely a simultaneous and duplicative notice of material event.

The SFPUC has, at least once in the last five years, failed to file in a timely manner notice of a change in the rating of SFPUC bonds resulting from a change in the rating of a bond insurer. As of the date of this Official Statement, the current ratings of the SFPUC’s bonds are correct on EMMA.

### **CO-FINANCIAL ADVISORS**

Public Resources Advisory Group, Los Angeles, California, and First Southwest Company, LLC, Oakland, California (the “Co-Financial Advisors”), have served as Co-Financial Advisors to the SFPUC in connection with the structuring and delivery of the 2016 Series A Bonds. The Co-Financial Advisors participated with responsible SFPUC officials and staff in conferences and meetings where information contained in this Official Statement was reviewed for accuracy and completeness, but are not obligated to undertake, and have not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement. The Co-Financial Advisors will receive compensation that is contingent upon the sale and delivery of the 2016 Series A Bonds.

**APPROVAL AND EXECUTION**

This Official Statement has been duly approved, executed and delivered by the SFPUC.

**PUBLIC UTILITIES COMMISSION OF THE  
CITY AND COUNTY OF SAN FRANCISCO**

By: \_\_\_\_\_  
Harlan L. Kelly, Jr.  
General Manager

## APPENDIX A

### SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

*This Appendix includes summaries of certain provisions of the Indenture, which are in addition and complementary to the summaries found under "INTRODUCTION," "THE 2016 SERIES A BONDS" and "SECURITY FOR THE BONDS" in the Official Statement. The following summaries are qualified in their entirety by reference to the Indenture, a copy of which can be obtained from the SFPUC.*

## APPENDIX B

### SUMMARIES OF CERTAIN LOCAL INITIATIVES (PROPOSITIONS E AND P)

#### **Proposition E – Alternative Method for Issuing Revenue Bonds/Establishment of Rate Fairness Board**

**Authority to Issue Revenue Bonds.** Proposition E, approved by San Francisco voters on November 5th, 2002, which has been incorporated into the San Francisco Charter as Sections 8B.120 – 8B.127, provides for additional authority for the SFPUC to issue revenue bonds, including notes, commercial paper or other forms of indebtedness, when authorized by ordinance approved by a two-thirds vote of the Board of Supervisors of the City, for the purpose of reconstructing, replacing, expanding, repairing or improving water facilities or clean water facilities or combinations of water and clean water facilities under the jurisdiction of the SFPUC. Proposition E authorizes the Board of Supervisors to take any and all actions necessary to authorize, issue and repay such revenue bonds, including, but not limited to, modifying schedules of rates and charges to provide for the payment and retirement of such bonds. Issuance of such revenue bonds is subject to the following additional conditions set forth in Proposition E:

Notwithstanding any other provision of the Charter or of any ordinance of the City, the Board of Supervisors may take any and all actions necessary to authorize, issue and repay such bonds, including, but not limited to, modifying schedules of rates and charges to provide for the payment and retirement of such bonds, subject to the following conditions:

(a) Certification by an independent engineer retained by the SFPUC that:

(1) the projects to be financed by the bonds, including the prioritization, cost estimates and scheduling, meet utility standards; and

(2) that estimated net revenue after payment of operating and maintenance expenses will be sufficient to meet debt service coverage and other indenture or resolution requirements, including debt service on the bonds to be issued, and estimated renewal and replacement costs.

(b) Certification by the San Francisco Planning Department that facilities under the jurisdiction of the SFPUC funded with such bonds will comply with applicable requirements of the California Environmental Quality Act.

**Setting Rates.** The SFPUC is required under Proposition E to set rates, fees and other charges in connection with providing the utility services under its jurisdiction, subject to rejection — within thirty days of submission — by resolution of the Board of Supervisors. If the Board of Supervisors fails to act within thirty days the rates will become effective without further action.

Under Proposition E, in setting retail rates, fees and charges (for water, sewer and power utility services) the SFPUC is required to take the following actions:

1. Establish rates, fees and charges at levels sufficient to improve or maintain financial condition and bond ratings at or above levels equivalent to highly rated utilities of each enterprise under its jurisdiction, meet requirements and covenants under all bond resolutions and indentures, and provide sufficient resources for the continued financial health (including appropriate reserves), operation, maintenance and repair of each enterprise, consistent with good utility practice,

2. Retain an independent rate consultant to conduct rate and cost of service studies for each utility at least every five years;

3. Set retail rates, fees and charges based on the cost of service;

4. Conduct all studies mandated by applicable state and federal law to consider implementing connection fees for water and clean water facilities servicing new development;

5. Conduct studies of rate-based conservation incentives and/or lifeline rates and similar rate structures to provide assistance to low income users, and take the results of such studies into account when establishing rates, fees and charges, in accordance with applicable state and federal laws;

6. Adopt annually a rolling 5-year forecast of rates, fees and other charges; and

7. Establish a Rate Fairness Board.

**Rate Fairness Board.** Proposition E also directed the establishment of a Rate Fairness Board to advise the SFPUC on water and sewer rate matters. These provisions went into effect on July 1, 2006, with respect to water rates. Specific duties for the Rate Fairness Board include:

- annual review of a five-year rate forecast;
- hold one or more public hearings on annual rate recommendations before the SFPUC adopts rates;
- provide a report and recommendations to the SFPUC on the rate proposal; and,
- in connection with periodic rate studies, submit to the SFPUC rate policy recommendations for the SFPUC's consideration, including recommendations to reallocate costs among various retail utility customer classifications, subject to any outstanding bond requirements.

#### **Proposition P – Revenue Bond Oversight Committee**

On November 5, 2002, the voters of San Francisco adopted Proposition P, an ordinance that established the “Public Utilities Revenue Bond Oversight Committee” (“RBOC”). The ordinance, which has been incorporated into the San Francisco Administrative Code as Chapter 5, Article V, Sections 5A.30 – 5A.36, set forth the authority, duties and responsibilities of the RBOC, and established qualifications for Rate Fairness Board membership and related provisions. As approved currently, the RBOC sunsets on January 1, 2019.

In accordance with the provisions of Proposition P, to the extent permitted by law, one-twentieth of one percent of the gross proceeds of the SFPUC's Wastewater Revenue Bonds (the “Bonds”) shall be deposited in a fund established by the Controller's Office and appropriated by the Board at the direction of the RBOC established by Proposition P to cover the costs of said committee; provided that any amounts so paid from the proceeds of Bonds that have not been spent by RBOC in connection with such Bonds (as contemplated by Article 5A.31(c) of the Administrative Code) within 36 months of the date of issuance of such Bonds shall be returned to the SFPUC for deposit into the Capital Project Fund (as such term is defined in the Indenture) and expended by the SFPUC to acquire and construct improvements.

**APPENDIX C**

**SFPUC WASTEWATER ENTERPRISE FINANCIAL STATEMENTS**

**APPENDIX D**  
**PROPOSED FORM OF OPINION OF CO-BOND COUNSEL**

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

OFFICIAL STATEMENT

§ \_\_\_\_\_  
**PUBLIC UTILITIES COMMISSION OF THE  
CITY AND COUNTY OF SAN FRANCISCO  
WASTEWATER REVENUE BONDS,  
2016 SERIES A**

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the Public Utilities Commission of the City and County of San Francisco (the "SFPUC") in connection with the issuance of the wastewater revenue bonds captioned above (the "2016 Series A Bonds"). The 2016 Series A Bonds are being issued pursuant to an Indenture dated as of January 1, 2003, between the SFPUC and U.S. Bank National Association, as trustee (the "Trustee"), as amended and supplemented, including as amended and supplemented by a Fourth Supplemental Indenture dated as of \_\_\_\_\_ 1, 2016, by and between the SFPUC and the Trustee (collectively, the "Indenture").

The SFPUC covenants and agrees as follows:

**SECTION 1. Purpose of the Disclosure Certificate.** This Disclosure Certificate is being executed and delivered by the SFPUC for the benefit of the Holders and Beneficial Owners of the 2016 Series A Bonds and in order to assist the Participating Underwriters in complying with Securities and Exchange Commission (the "S.E.C.") Rule 15c2-12(b)(5).

**SECTION 2. Definitions.** In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the SFPUC pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person that: (a) has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any 2016 Series A Bonds (including persons holding 2016 Series A Bonds through nominees, depositories or other intermediaries) including, but not limited to, the power to vote or consent with respect to any 2016 Series A Bonds or to dispose of ownership of any 2016 Series A Bonds; or (b) is treated as the owner of any 2016 Series A Bonds for federal income tax purposes.

"Dissemination Agent" shall mean the SFPUC, acting in its capacity as Dissemination Agent under this Disclosure Certificate, or any successor Dissemination Agent designated in writing by the SFPUC and which has filed with the SFPUC a written acceptance of such designation.

"Holder" shall mean either the registered owners of the 2016 Series A Bonds, or, if the 2016 Series A Bonds are registered in the name of The Depository Trust Company or another recognized depository, any applicable participant in such depository system.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive continuing disclosure filings pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB currently located at <http://emma.msrb.org>.

“Official Statement” shall mean the final Official Statement, dated \_\_\_\_\_, 2016, prepared in connection with the sale and offering of the 2016 Series A Bonds.

“Participating Underwriter” shall mean any of the original underwriters or purchasers of the 2016 Series A Bonds required to comply with the Rule in connection with the offering of the 2016 Series A Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the S.E.C. under the Securities Exchange Act of 1934, as the same may be amended from time to time.

**SECTION 3. Provision of Annual Reports.**

(a) The SFPUC shall, or shall cause the Dissemination Agent to, not later than 9 months after the end of the SFPUC’s Fiscal Year (which currently ends June 30), commencing March 31, 2013, with the report for the 2011-12 Fiscal Year, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. If the Dissemination Agent is not the SFPUC, the SFPUC shall provide the Annual Report to the Dissemination Agent not later than 15 days prior to said date. The Annual Report must be submitted in electronic format and accompanied by such identifying information as is prescribed by the MSRB, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate. However, if the audited financial statements of the SFPUC are not available by the date required above for the filing of the Annual Report, the SFPUC shall submit unaudited financial statements and submit the audited financial statements as soon as they are available. If the SFPUC’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

(b) If the SFPUC is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the SFPUC shall send a notice to the MSRB in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall (if the Dissemination Agent is other than the SFPUC), file a report with the SFPUC certifying the date that the Annual Report was provided to the MSRB pursuant to this Disclosure Certificate.

**SECTION 4. Content of Annual Reports.** SFPUC’s Annual Report shall contain or incorporate by reference the following information:

(a) Audited Financial Statements of the municipal water supply, storage and distribution system of the SFPUC for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles applicable to the SFPUC from time to time. If the SFPUC’s audited financial statements are not available by the date the Annual Report is required to be filed, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available;

(b) An update for the prior Fiscal Year of the table in the Official Statement entitled “TABLE 6, SUMMARY OF ACTIVE SEWER ACCOUNTS BY USER TYPE;”

(c) An update for the prior Fiscal Year of the table in the Official Statement entitled “TABLE 12, HISTORICAL AND ADOPTED SINGLE-FAMILY RESIDENTIAL USER SEWER RATES”;

(d) An update for the prior Fiscal Year of the table in the Official Statement entitled “TABLE 13, HISTORICAL AND ADOPTED MULTI-FAMILY RESIDENTIAL USER SEWER RATES”;

(e) An update for the prior Fiscal Year of the table in the Official Statement entitled “TABLE 14, HISTORICAL AND ADOPTED NON-RESIDENTIAL USER DISCHARGE RATES”;

(f) An update for the prior Fiscal Year of the table in the Official Statement in the section entitled "OBLIGATIONS PAYABLE FROM REVENUES – Outstanding Parity Revenue Bonds" showing all bonds and other obligations of the SFPUC secured by Net Revenues; and

(g) An update for the prior Fiscal Year of the table in the Official Statement entitled "TABLE 19, HISTORICAL REVENUE, OPERATING & MAINTENANCE EXPENSES AND DEBT SERVICE COVERAGE."

Any or all of the items listed above may be set forth in a document or set of documents, or may be included by specific reference to other documents, including official statements of debt issues of the SFPUC or related public entities, which are available to the public on the MSRB website. If the document included by reference is a final official statement, it must be available from the MSRB. The SFPUC shall clearly identify each such other document so included by reference.

#### **SECTION 5. Reporting of Significant Events.**

(a) The SFPUC shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the 2016 Series A Bonds:

1. Principal and interest payment delinquencies.
2. Non payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2016 Series A Bonds, or other material events affecting the tax exempt status of the 2016 Series A Bonds.
7. Modifications to rights of security holders, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution, or sale of property securing repayment of the 2016 Series A Bonds, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the SFPUC.
13. The consummation of a merger, consolidation, or acquisition involving the SFPUC or the sale of all or substantially all of the assets of the SFPUC, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever the SFPUC obtains knowledge of the occurrence of a Listed Event, and, if the Listed Event is described in subsections (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13) or (a)(14) above, the SFPUC determines that knowledge of the occurrence of that Listed Event would be material under applicable federal securities law, the SFPUC shall, or shall cause the Dissemination Agent (if not the SFPUC) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected 2016 Series A Bonds under the Indenture.

(c) For purposes of this Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the SFPUC in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the SFPUC, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of said party.

**SECTION 6. Termination of Reporting Obligation.** The SFPUC's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the 2016 Series A Bonds. If such termination occurs prior to the final maturity of the 2016 Series A Bonds, the SFPUC shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

**SECTION 7. Dissemination Agent.** The SFPUC may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate.

**SECTION 8. Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Certificate, the SFPUC may amend or waive this Disclosure Certificate or any provision of this Disclosure Certificate, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 3(b), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the 2016 Series A Bonds or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of the City Attorney or nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the 2016 Series A Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the owners of a majority in aggregate principal amount of the 2016 Series A Bonds or (ii) does not, in the opinion of the City Attorney or nationally recognized bond counsel, materially impair the interests of the Holders.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the SFPUC shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the SFPUC. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5; and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative

form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

**SECTION 9. Additional Information.** Nothing in this Disclosure Certificate shall be deemed to prevent the SFPUC from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the SFPUC chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the SFPUC shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

**SECTION 10. Default.** In the event of a failure of the SFPUC to comply with any provision of this Disclosure Certificate, any Participating Underwriter, Holder or Beneficial Owner of the 2016 Series A Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the SFPUC to comply with its obligations under this Disclosure Certificate; provided that any such action may be instituted only in a federal or State court located in the City and County of San Francisco, State of California. Failure by the SFPUC to comply with any provision of this Disclosure Certificate shall not be deemed an Event of Default under the Indenture and the sole remedy under this Disclosure Certificate in the event of any failure of the SFPUC to comply with this Disclosure Certificate shall be an action to compel performance.

**SECTION 11. Beneficiaries.** This Disclosure Certificate shall inure solely to the benefit of the SFPUC, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the 2016 Series A Bonds, and shall create no rights in any other person or entity.

Date: \_\_\_\_\_, 2016.

PUBLIC UTILITIES COMMISSION OF THE  
CITY AND COUNTY OF SAN FRANCISCO

By \_\_\_\_\_  
Harlan L. Kelly, Jr.  
General Manager

Approved as to Form:

DENNIS J. HERRERA  
CITY ATTORNEY

By: \_\_\_\_\_  
Deputy City Attorney

**CONTINUING DISCLOSURE CERTIFICATE EXHIBIT A**

**FORM OF NOTICE TO THE  
MUNICIPAL SECURITIES RULEMAKING BOARD  
OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: PUBLIC UTILITIES COMMISSION OF THE  
CITY AND COUNTY OF SAN FRANCISCO

Name of Issue: WASTEWATER REVENUE BONDS, 2016 SERIES A

Date of Issuance: \_\_\_\_\_, 2016

NOTICE IS HEREBY GIVEN that the SFPUC has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Certificate of the Public Utilities Commission of the City and County of San Francisco, dated \_\_\_\_\_, 2016. The SFPUC anticipates that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

PUBLIC UTILITIES COMMISSION OF THE CITY AND  
COUNTY OF SAN FRANCISCO

By: \_\_\_\_\_ [to be signed only if filed]  
Title \_\_\_\_\_

## APPENDIX F

### SECURITIES DEPOSITORY AND BOOK-ENTRY SYSTEM

*The information in this APPENDIX has been provided by DTC for use in securities offering documents, and the SFPUC takes no responsibility for the accuracy or completeness thereof. The SFPUC cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the beneficial owners either (a) payments of interest, principal or premium, if any, with respect to the Bonds or (b) certificates representing ownership interest in or other confirmation of ownership interest in the Bonds, or that they will so do on a timely basis or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.*

*As used in this Appendix, "Securities" means the 2016 Series A Bonds, "Issuer" means the SFPUC, and "Agent" means the Trustee.*

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each maturity of the Securities, each in the aggregate principal amount of such maturity, and will be deposited with DTC. If, however, the aggregate principal amount of any maturity exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such maturity.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com). The information contained on this Internet site is not incorporated herein by reference.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

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**PUBLIC UTILITIES COMMISSION OF THE  
CITY AND COUNTY OF SAN FRANCISCO  
WASTEWATER REVENUE BONDS  
[] SERIES []**

**BOND PURCHASE CONTRACT**

\_\_\_\_\_, 2016

Public Utilities Commission of the  
City and County of San Francisco  
525 Golden Gate Avenue, 13<sup>th</sup> Floor  
San Francisco, CA 94102

Ladies and Gentlemen:

[Underwriter] (the "*Underwriter*"), offers to enter into this Bond Purchase Contract (this "*Purchase Contract*") with the Public Utilities Commission of the City and County of San Francisco (the "*Commission*"), which will be binding upon the Commission and the Underwriter upon acceptance hereof by the Commission. This offer is made subject to the acceptance by the Commission by its execution of this Purchase Contract and its delivery to the Underwriter on or before 11:59 p.m., California time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the Commission at any time prior to the acceptance of this Purchase Contract by the Commission. If the Underwriter withdraws this offer, or the Underwriter's obligation to purchase the Bonds (as hereinafter defined) is otherwise terminated pursuant to Section 8(d) hereof, then and in such case the Commission shall be without any further obligation to the Underwriter, including the payment of any costs set forth under Section 10(a) hereof, and the Commission shall be free to sell the Bonds to any other party.

The Underwriter represents that it has full authority to take such action as it may deem advisable in respect of all matters pertaining to this Purchase Contract and that the Underwriter has been duly authorized to execute this Purchase Contract.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture, dated as of January 1, 2003 (the "*Master Indenture*"), between the Commission and U.S. Bank National Association, as trustee (the "*Trustee*"), as amended by the First Amendment to Indenture, dated as of May 1, 2010, and as supplemented by a [ ] Supplemental Indenture, dated as of \_\_\_\_\_ 1, 201[ ] (the "*Second Supplemental Indenture*"), between the Commission and the Trustee (the Master Indenture, as supplemented, being herein referred to as the "*Indenture*").

**Section 1. Purchase and Sale.** Upon the terms and conditions and upon the basis of the representations set forth herein, the Underwriter agrees to purchase from the Commission, and the Commission hereby agrees to sell and deliver to, or for the account of, the Underwriter, all (but not less than all) of the \$ \_\_\_\_\_ aggregate principal amount of Public Utilities Commission of the City and County of San Francisco Wastewater Revenue Bonds, [Year] Series [Series] (the "Bonds").

The purchase price for the Bonds shall be \$ \_\_\_\_\_ (representing the principal amount of the Bonds, plus net original issue premium on the Bonds in the amount of \$ \_\_\_\_\_, less an Underwriter's discount of \$ \_\_\_\_\_).

The Bonds shall be dated their date of delivery and shall have the maturities in principal amounts and bear interest at the rates per annum and have the yields all as set forth on Schedule I attached hereto. The Bonds shall be subject to optional and mandatory sinking fund redemption prior to maturity as shown on Schedule I. The Bonds shall be substantially in the form described in, and shall be issued and secured under and pursuant to, the Indenture. The Bonds shall be as otherwise described in the Official Statement (as hereinafter defined).

**Section 2. Authorization for the Bonds; Purpose of Issue.** The Commission has the authority to issue the Bonds under Sections 9.107 of the Charter (the "Charter") of the City and County of San Francisco (the "City"), and pursuant to Ordinance No. 68-10, passed by the Board of Supervisors of the City on March 30, 2010 and signed by the Mayor of the City on April 8, 2010, and Ordinance No. 107-14, passed by the Board of Supervisors of the City on July 2, 2014 and signed by the Mayor on August 1, 2014 (together, the "Ordinances"), and Resolution No. 16-\_\_\_\_, adopted by the Commission on \_\_\_\_\_, 2016 (the "Commission Resolution").

The Bonds are being issued to (i) finance various capital projects consisting of the reconstruction or replacement of existing facilities of the Wastewater Enterprise, (ii) [pay capitalized interest on the Bonds, (iii) fund a debt service reserve account for the Bonds, and (iv)] pay costs of issuance of the Bonds.

**Section 3. Public Offering.** It shall be a condition to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds that the entire principal amount of the Bonds be sold and delivered by the Commission to the Underwriter. On or prior to the Closing Date (as hereinafter defined), the Underwriter will provide the Commission with information regarding the reoffering prices and yields on the Bonds, in substantially the form attached hereto as Appendix B, for purposes of determining the yield on the Bonds under Section 148 of the Internal Revenue Code of 1986, as amended. The Underwriter agrees to make a bona fide public offering of all the Bonds, at prices not in excess of the prices or yields as set forth in Schedule I hereto. The Underwriter will provide, consistent with the requirements of the Municipal Securities Rulemaking Board (the "MSRB") Rule G-32, for the delivery of a copy of the Official Statement to each customer who purchases a Bond during the Underwriting Period (as hereinafter defined). The Underwriter further agrees that it will comply with applicable laws and regulations, including without limitation Rule 15c2-12 and MSRB Rule G-17, in connection with the offering and sale of the Bonds. Subsequent to the initial public offering, the public

offering prices of the Bonds may change as determined by the Underwriter to be necessary in connection with the marketing of the Bonds.

**Section 4. Delivery of Official Statement.** Prior to the date hereof, the Commission has provided to the Underwriter for review a form of the preliminary official statement relating to the Bonds dated April \_\_, 2016 (including the cover page and appendices thereto (the "*Preliminary Official Statement*"), which, as of its date, a representative of the Commission on behalf of the Commission deemed final for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("*Rule 15c2-12*"), except for certain information permitted to be omitted therefrom by Rule 15c2-12. By its acceptance of this offer, the Commission hereby ratifies and consents to the use and distribution by the Underwriter of the Preliminary Official Statement in connection with the public offering and sale of the Bonds, and the Commission has authorized the delivery of a final official statement relating to the Bonds dated the date hereof (both in print or electronic form) which will consist of the Preliminary Official Statement and all information previously permitted to have been omitted by Rule 15c2-12.

The Commission hereby acknowledges that the Preliminary Official Statement has been made available to investors on the internet at ImageMasters' website at www.MuniOS.com. The Commission hereby agrees to deliver or cause to be delivered to the Underwriter within seven (7) Business Days of the date hereof and in sufficient time to accompany any orders or confirmations from the Underwriter that request payment from any customers, not more than one hundred (100) copies of the final official statement (including all information permitted to be omitted by Rule 15c2-12 and any amendments or supplements to such official statement as have been approved by the Commission and the Underwriter) (the "*Official Statement*") to enable the Underwriter to comply with the rules of the Securities and Exchange Commission (the "*SEC*") and the MSRB. The Commission hereby approves of the use and distribution by the Underwriter of the Official Statement in connection with the offer and sale of the Bonds. At the time of or prior to the Closing Date (as hereinafter defined), the Underwriter shall file a copy of the Official Statement with the MSRB or its designee (including the MSRB's Electronic Municipal Market Access system ("*EMMA*")) or with any other repository approved from time to time by the SEC (either in addition to or in lieu of the filings referred to above).

The Commission will deliver the Continuing Disclosure Certificate substantially in the form set forth in the Preliminary Official Statement (the "*Continuing Disclosure Certificate*") on the Closing Date. The form of the Continuing Disclosure Certificate will also be set forth in the Official Statement.

**Section 5. The Closing.** At 8:00 a.m., California time, on May \_\_, 2016 or at such other time or on such other date as the Commission and the Underwriter may agree (the "*Closing Date*"), the Commission shall deliver, or cause to be delivered to the Underwriter, through the Fast Automated Securities Transfer ("*FAST*") delivery system of The Depository Trust Company ("*DTC*"), the Bonds in book-entry eligible form, duly executed and authenticated, and registered in the name of Cede & Co., as nominee of DTC. Concurrently with the delivery of the Bonds to the Underwriter, the Commission will deliver the documents hereinafter mentioned at the offices of Stradling Yocca Carlson & Rauth, P.C. (together with Amira Jackmon, Attorney at Law, "*Co-Bond Counsel*"), in San Francisco, California, or another place to be mutually agreed upon by the

Commission and the Underwriter. The Underwriter shall accept such delivery and pay the purchase price for the Bonds set forth in Section 1 by federal funds wire transfer in immediately available funds to the order of the Trustee for the account of the Commission. This payment for and delivery of the Bonds, together with the delivery of the aforementioned documents, is herein called the "Closing." The Underwriter shall order CUSIP identification numbers and the Commission shall cause such CUSIP identification numbers to be printed on the Bonds; *provided*, that neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept the Bonds. The Underwriter represents that the CUSIP numbers set forth on Schedule I hereof are the correct CUSIP numbers for the Bonds.

**Section 6. Representations, Warranties, and Agreements of the Commission.** The Commission represents, warrants and agrees with the Underwriter as follows:

(a) *Due Organization, Existence and Authority.* The Commission is a duly constituted department of the City and County of San Francisco duly organized and validly existing pursuant to its Charter and the Constitution and laws of the State, with full authority to: (i) adopt the Commission Resolution; (ii) execute and deliver the Master Indenture, the Second Supplemental Indenture, the Continuing Disclosure Certificate and this Purchase Contract; (iii) approve the Official Statement and authorize its distribution by the Underwriter; and (iv) sell and deliver the Bonds to the Underwriter as provided herein.

(b) *Accuracy and Completeness of the Preliminary Official Statement and Official Statement.* The information with respect to the Commission, its activities and the Wastewater Enterprise as described in the Preliminary Official Statement, as supplemented and amended through the date hereof was, and such information in the Official Statement, as of its date and at all times subsequent thereto up to and including the date of the Closing, will be, true and correct in all material respects, contains and will contain no misstatement of any material fact, and did not and will not omit any statement and information that is necessary to make the statements and information with respect to the Commission, its activities and the Wastewater Enterprise contained therein, in the light of the circumstances under which such statements were made, not misleading in any material respect, excluding in each case any information contained in the Preliminary Official Statement and the Official Statement relating to (i) the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, or other terms of the Bonds depending on such matters, (ii) DTC and the book-entry only system, and (iii) information provided by the Underwriter for inclusion in the Official Statement, including without limitation information regarding the prices and yields of the Bonds and under the caption "UNDERWRITING."

(c) *Amendment of Official Statement.* If, at any time prior to the End of the Underwriting Period (as defined below), an event occurs or facts or conditions become known of which the Commission has knowledge, which in the reasonable opinion of Co-Bond Counsel or the City Attorney might or would cause the information in the Official Statement, as then supplemented or amended, to contain any untrue statement of a

material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Commission will notify the Underwriter, and if in the reasonable opinion of the Underwriter and the Commission, such event, fact or condition requires the preparation and publication of a supplement or amendment to the Official Statement, the Commission will amend or supplement the Official Statement in a form and in a manner reasonably approved by the Underwriter and the Commission, provided all expenses incurred in connection with preparing an amendment or supplement to the Official Statement will be paid by the Commission. As used herein and for the purposes of the foregoing, the term "*End of the Underwriting Period*" for the Bonds shall refer to the Closing, unless the Commission shall have been notified in writing to the contrary by the Underwriter on or prior to the Closing, but in any event not later than the date twenty-five (25) days following the Closing. For the purposes of this subsection, the Commission will furnish such information as the Underwriter may from time to time reasonably request in writing prior to the End of the Underwriting Period.

(d) *No Breach or Default.* As of the time of acceptance hereof and as of the Closing Date and except as otherwise disclosed in the Official Statement, neither the execution nor the delivery by the Commission of the Indenture, the Continuing Disclosure Certificate or this Purchase Contract, the adoption of the Commission Resolution, or the compliance by the Commission with such documents or authorizations, conflicts with or constitutes a material breach of, or default under, any applicable law or administrative regulation of the State or the United States, or any other statute or administrative rule or regulation, judgment, decree, order, license, permit, agreement or instrument to which the Commission is subject, which breach, default or conflict would have a material adverse effect on the ability of the Commission to pay the Bonds or perform its obligations under the Indenture, the Continuing Disclosure Certificate or this Purchase Contract.

(e) *No Other Bond Issues or Debt.* Between the time of acceptance hereof and the Closing Date, the Commission will not, without prior written notice to the Underwriter, issue any bonds or securities or incur any other indebtedness secured by the Revenues.

(f) *No Litigation.* As of the date hereof and as of the Closing Date, and except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or, to the knowledge of the Commission, threatened against the Commission: (i) affecting the existence of the Commission or the titles of its officers to their respective offices; (ii) seeking to restrain or to enjoin the sale or delivery of the Bonds or the application of the proceeds therefrom in accordance with the Indenture; (iii) in any way contesting or affecting the validity or enforceability of the Bonds, the Indenture, the Continuing Disclosure Certificate, this Purchase Contract or any action of the Commission authorizing the issuance, execution or delivery thereof; (iv) in any way contesting the completeness or accuracy of the Official Statement or any amendment or supplement thereto; or (v) contesting the powers of the Commission with respect to the

Bonds or any action of the Commission authorizing the issuance, execution or delivery thereof, nor to the knowledge of the Commission, as evidenced by the representative of the Commission signing this Purchase Contract, is there any basis therefor. As of the date hereof and as of the Closing Date, and except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or, to the knowledge of the Commission, threatened against the Commission in which a final adverse decision would materially and adversely affect the operations of the Wastewater Enterprise, Net Revenues or the consummation of the transactions contemplated by this Purchase Contract or contesting in any way the completeness, accuracy or fairness of the Official Statement.

(g) *Further Cooperation; Blue Sky.* The Commission will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; *provided, however,* that the Commission will not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction.

(h) *Continuing Disclosure.* Based on a review of its previous undertakings and except as described in the Preliminary Official Statement and the Official Statement, during the past five years, the Commission has complied in all material respects with its prior continuing disclosure undertakings under Rule 15c2-12.

**Section 7. Representations, Warranties and Agreements of the Underwriter.** The Underwriter represents, warrants and agrees with the Commission that:

(a) The Underwriter has been duly authorized to enter into this Purchase Contract.

(b) The Underwriter shall comply with the San Francisco Business Tax Ordinance and shall, if not otherwise exempt from such ordinance, provide to the Commission a Business Tax Registration Certificate on or prior to the date hereof.

(c) The Underwriter shall comply with all SEC and MSRB rules applicable to the offering, sale and delivery of the Bonds to ultimate purchasers.

(d) The Underwriter shall comply with the Commission's policy and practice that the Commission shall not pay, and the Underwriter shall not pass through to the Commission, any fees that are assessed on the Underwriter as part of the Governmental Accounting Standards Board fee, as well as the MSRB Underwriting and Transaction Assessment, the SIFMA Municipal Assessment or any other industry related fees that are required to be paid solely by the Underwriter.

**Section 8. Closing Conditions.** The Underwriter has entered into this Purchase Contract in reliance upon the representations, warranties and agreements herein and the performance by the Commission of its obligations hereunder, both as of the date hereof and as of the Closing Date. The obligations of the Underwriter under this Purchase Contract are and shall be subject to the following conditions:

(a) *Bring-Down Representation.* The representations and warranties of the Commission contained herein shall be true, accurate and correct in all material respects at the date hereof, and on the Closing Date, as if made on the Closing Date.

(b) *Executed Documents and Performance Thereunder.* At the time of the Closing: (i) the Indenture, this Purchase Contract, the Continuing Disclosure Certificate and the Official Statement shall be in full force and effect, and shall not have been amended, modified or supplemented except with the consent of the Underwriter (which consent will not be unreasonably withheld); and (ii) the Commission shall perform or have performed all of its obligations required under or specified in this Purchase Contract, the Official Statement and the Indenture to be performed prior to the Closing.

(c) *No Default.* At the time of the Closing, no default shall have occurred or be existing under the Indenture or this Purchase Contract.

(d) *Termination Events.* The Underwriter may terminate this Purchase Contract by notification in writing to the Commission, but only after consultation with the Commission, if, at any time on or prior to the Closing, any of the following occurs and, as a result of the occurrence of such an event, the marketability of the Bonds or the market price thereof, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, in the reasonable opinion of the Underwriter, after consultation with the Commission, would be materially adversely affected *provided, however,* that, in the event the Commission and the Underwriter disagree as to the effect of the occurrence of such event on the ability of the Underwriter to market the Bonds or enforce contracts for the sale of the Bonds, this Purchase Contract may only be terminated by the Underwriter after the Underwriter and the Commission shall have negotiated in good faith to determine if there is an alternate time, place and manner which would permit the Underwriter to successfully market the Bonds:

(i) any event shall occur which makes untrue any statement or results in an omission to state a material fact necessary to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading and the Commission fails to amend or supplement the Official Statement pursuant to Section 6(c) hereof; or

(ii) an amendment to the Constitution of the United States or the Constitution of the State or legislation in or by the Congress of the United States or the legislature of the State, or the amendment of legislation pending as of the date of this Purchase Contract in the Congress of the United States, or the favorable reporting for passage of legislation to either House of the Congress of the United States by a Committee of such House to which such legislation has

been referred for consideration, or any decision of any federal or State court or any ruling or regulation (final, temporary or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service or other federal or State authority or the occurrence of any other comparable legislative or regulatory event affecting the federal or State tax status of the interest on the Bonds or bonds or obligations of the general character of the Bonds; provided, that the occurrence of any such event shall not constitute a termination event hereunder if the prospect of such constitutional, legislative, regulatory or judicial action or enactment shall have been publicly known on the date hereof; or

(iii) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered; or

(iv) a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or that the Indenture need be qualified under the Trust Indenture Act of 1939, as amended and as then in effect; or

(v) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Indenture is not exempt from qualification under the Trust Indenture Act of 1939, as amended and as then in effect; or

(vi) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in the United States in securities generally by any governmental authority or by any national securities exchange; or

(vii) a general banking moratorium shall have been declared by federal, State or State of New York authorities or a disruption in securities settlement, payment or clearance services has occurred; or

(viii) the ratings on the Bonds shall have been downgraded or withdrawn subsequent to the date of this Purchase Contract by one of the rating agencies rating the Bonds; or

(ix) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national or international emergency or war or other calamity or crisis.

The termination of this Purchase Contract pursuant to this Section 8(d) by the Underwriter with respect to the Bonds shall not prohibit the Commission from selling such Bonds to any other underwriter.

(e) *Closing Documents.* At or prior to the Closing, the Underwriter shall receive with respect to the Bonds (unless the context otherwise indicates) the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) *Approving Authorizations.* Certified copies of the Ordinances and Commission Resolution.

(2) *Bond Documents.* An executed copy of the Master Indenture and executed originals of the [Second] Supplemental Indenture, the Continuing Disclosure Certificate and this Purchase Contract.

(3) *Final Opinion.* An approving opinion or opinions of Co-Bond Counsel, dated the Closing Date, and substantially in the form attached to the Official Statement, and a letter of such counsel addressed to the Underwriter to the effect that such opinion may be relied upon by the Underwriter to the same extent as if it had been addressed to it.

(4) *Supplemental Opinion.* A supplemental opinion or opinions of Co-Bond Counsel addressed to the Commission and the Underwriter, dated the Closing Date, to the following effect:

(i) The statements contained in the Official Statement under the captions ["THE 2016 SERIES B BONDS," "SECURITY FOR THE BONDS," "TAX MATTERS," Appendix A—"SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE," and Appendix C—"PROPOSED FORM OF OPINION OF CO-BOND COUNSEL,"] insofar as such statements purport to summarize certain provisions of the Bonds, the Indenture, and the opinion of Co-Bond Counsel with respect to the exclusion from gross income of interest on the Bonds for federal income tax purposes are accurate in all material respects.

(ii) The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

(iii) This Purchase Contract has been duly executed and delivered by the Commission and constitutes the valid and binding agreement of the Commission.

(5) Disclosure Counsel Opinion as to Official Statement. An opinion of Orrick, Herrington & Sutcliffe LLP, as Disclosure Counsel to the Commission, addressed to the Commission and the Underwriter, dated the Closing Date, to the effect that, on the date of the Official Statement and as of the Closing Date, while such counsel is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of any of the statements contained in the Official Statement, based upon such counsel's participation in conferences during which the contents of the Official Statement were discussed, no information came to such counsel's attention which caused such counsel to believe that the Official Statement (except for the financial, statistical or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, CUSIP numbers, any information regarding DTC and its book-entry system, any information contained in Appendices included therein (other than Appendices A, C and D), and any information incorporated by reference into the Official Statement, as to which no opinion or view need be expressed) contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(6) Certificate of the Commission. A certificate of the Commission dated the Closing Date, signed on behalf of the Commission by an authorized officer of the Commission, to the effect that:

(i) The representations and warranties of the Commission contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date.

(ii) No event affecting the Commission has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement or amendment thereto which event should be disclosed in the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(7) Certificate of the Trustee. A certificate of the Trustee, dated the Closing Date, to the effect that:

(i) The Trustee is a national banking association organized and existing under the laws of the United States of America and has full power and is qualified to accept and comply with the terms of the Indenture and to perform its obligations thereunder.

(ii) The Trustee has accepted the duties and obligations imposed on it by the Indenture.

(iii) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Trustee that has not been obtained is or will be required for the consummation by

the Trustee of the transactions contemplated by the Indenture to be undertaken by the Trustee.

(iv) Compliance with the terms of the Indenture will not conflict with, result in a violation or breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution or any other agreement or instrument to which the Trustee is a party or by which it is bound, or, to the best knowledge of the Trustee, after reasonable investigation, any law, rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Trustee or any of its activities or properties (except that no representation, warranty or agreement is made by the Trustee with respect to any federal or state securities or Blue Sky laws or regulations).

(v) To the knowledge of the Trustee after due inquiry, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental agency, public board or body served on or threatened against or affecting the existence of the Trustee, or in any way contesting or affecting the validity or enforceability of the Indenture or the Bonds, or contesting the powers of the Trustee or its authority to enter into and perform its obligations under the Indenture or the Bonds, wherein an unfavorable decision, ruling or finding would adversely affect the validity of the Bonds or the Indenture.

(8) Trustee's Counsel Opinion. An opinion of counsel to the Trustee addressed to the Commission and the Underwriter, dated the Closing Date, to the effect that:

(i) The Trustee is a national banking association with trust powers, duly organized and validly existing and in good standing under the laws of the United States of America, having the legal authority to exercise trust powers in the State.

(ii) The Trustee has full legal power and adequate corporate authority to accept the duties and obligations imposed on it by the Indenture and to authenticate the Bonds and the full legal power and authority to own its properties and to carry on its business.

(iii) The Bonds have been duly authenticated by the Trustee.

(iv) No consent, approval, authorization or order of any court, regulatory authority or governmental body is required for the valid authorization, execution and delivery of the Indenture and the authentication of the Bonds or the consummation by the Trustee of the transactions contemplated in the Indenture except such as have been obtained and except such as may be required under the state securities or

Blue Sky laws in connection with the purchase and distribution of the Bonds by the Underwriter.

(v) Trustee's acceptance of its duties under the Indenture and the authentication of the Bonds by the Trustee and performance by the Trustee of its obligations thereunder will not conflict with or result in a breach of any of the terms, conditions or provisions of its Articles of Association or Bylaws or any other agreement or instrument to which the Trustee is a party or by which it is bound or any other existing law, regulation, court order or consent decree to which the Trustee is subject or constitute a default thereunder.

(vi) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or threatened against the Trustee affecting the existence of the Trustee or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the authentication of the Bonds by the Trustee, or contesting the powers of the Trustee or its authority to perform its obligations under the Indenture or the Bonds.

(9) Tax Certificate. Tax Certificate of the Commission, dated the Closing Date, in form satisfactory to Co-Bond Counsel.

(10) California Debt and Investment Advisory Commission Filings. Copies of the Report of Proposed Debt Issuance and Report of Final Sale required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 53583 of the Government Code and Section 8855(g) of the Government Code.

(11) Continuing Disclosure Certificate. An executed copy of the Continuing Disclosure Certificate in substantially the form attached to the Official Statement as Appendix D.

(12) Rating Letters for the Bonds. Rating letters of Fitch Ratings ("Fitch") and Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("S&P"), evidencing that such rating agencies have assigned their municipal bond ratings of "\_\_\_" and "\_\_\_," respectively.

(13) Opinion of the City Attorney. An opinion of the City Attorney addressed to the Underwriter, dated the Closing Date, in form satisfactory to the Underwriter.

(14) Blue Sky Memorandum. A copy of the Blue Sky Memorandum with respect to the Bonds, prepared by [Underwriter's Counsel], counsel to the Underwriter ("Underwriter's Counsel").

(15) Opinion of the Underwriter's Counsel. The opinion of Underwriter's Counsel, dated the Closing Date and addressed to the Underwriter, in form satisfactory to the Underwriter.

(16) Additional Documents. Such legal opinions, additional certificates, instruments and other documents as the Underwriter, Co-Bond Counsel or the City Attorney may reasonably deem necessary to evidence the truth and accuracy as of the time of the Closing of the representations of the Commission and the due performance or satisfaction by the Commission at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Commission.

If the Commission shall be unable to satisfy the conditions contained in this Purchase Contract, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and the Underwriter and the Commission shall not be under further obligation hereunder, except as further set forth in Section 10 hereof.

**Section 9. Good Faith Deposit.** To secure the Commission from any loss resulting from the failure of the Underwriter to accept delivery of and pay the purchase price for the Bonds pursuant to the terms of this Purchase Contract, the Underwriter agrees to deliver to or to the order of the Commission, concurrently with the execution and delivery of this Purchase Contract, either an official bank check (which may be deposited by the Commission upon receipt) or a federal funds wire transfer in the amount of \$\_\_\_\_\_ (the "Good Faith Deposit"). At the Closing, the Good Faith Deposit will be applied towards and deducted from the aggregate net purchase price for the Bonds as provided in Section 1 of this Purchase Contract. If the Underwriter fails to pay the purchase price in full upon tender of the Bonds (other than for a reason permitted under Section 8 hereof), the Commission may retain such Good Faith Deposit as and for liquidated damages for such failure by the Underwriter. In such circumstance, the Underwriter will have no right to recover the Good Faith Deposit or to any allowance or credit therefor. Retaining the Good Faith Deposit shall constitute the Commission's sole and exclusive remedy and full liquidated damages for the Underwriter's failure (other than for a reason expressly set forth herein) to purchase and accept delivery of the Bonds pursuant to the terms of this Purchase Contract and the Underwriter shall be released and discharged from any and all claims for damages by the Commission against the Underwriter related to such failure and any other defaults by Underwriter hereunder. The Underwriter and the Commission hereby acknowledge and agree that the amount fixed pursuant to this Section for liquidated damages does not constitute a penalty and is a reasonable estimate of the damages that the Commission would sustain in the event of the Underwriter's failure to purchase and to accept delivery of the Bonds on the Closing Date pursuant to the terms of this Purchase Contract. Said amount is agreed upon and fixed as liquidated damages because of the difficulty of ascertaining as of the date hereof the actual amount of damages that would be sustained in such event. If the Commission fails to deliver the Bonds on the Closing Date pursuant to this Purchase Contract, or if the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds as set forth in this Purchase Contract shall not be satisfied (unless waived in writing by the Underwriter pursuant to this Purchase Contract), or if this Purchase Contract is terminated

for a reason set forth in Section 8 hereof, the Commission shall promptly return or cause the return of the Good Faith Deposit to the Underwriter. Upon such return of the Good Faith Deposit to the Underwriter, this Purchase Contract shall terminate, and neither party shall have any further obligations hereunder.

**Section 10. Expenses.**

(a) *Commission.* The Commission shall pay or cause to be paid (but solely from the proceeds of the Bonds and not otherwise) the expenses incident to the performance of the obligations of the Commission hereunder, including but not limited to: (1) the cost of printing of the Preliminary Official Statement and the final Official Statement in reasonable quantities and all other documents prepared in connection with the transactions contemplated hereby; (2) the fees and disbursements of the Trustee and counsel to the Trustee in connection with the issuance of the Bonds; (3) the fees and disbursements of Co-Bond Counsel and Disclosure Counsel and of [Financial Advisors], as Co-Financial Advisors to the Commission, and any other experts or consultants retained by the Commission in connection with the transactions contemplated hereby; and (4) the costs related to obtaining ratings.

(b) *Underwriter.* The Underwriter shall pay: (1) the cost of preparation and printing of Blue Sky and Legal Investment Memoranda, if any, to be used by it; (2) all advertising expenses in connection with the public offering of the Bonds; (3) California Debt and Investment Advisory Commission fees; and (4) all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds, including, without limitation, any experts or other consultants hired or retained by the Underwriter, including Underwriter's Counsel, the fees and charges of the CUSIP Bureau and the MSRB. Certain expenses of the Underwriter may be included in the expense component of the Underwriter's discount. In addition, the Commission agrees to reimburse the Underwriter for any expenses incurred by the Underwriter on behalf of the Commission's employees and representatives which are in connection with this Purchase Contract, including, but not limited to, meals, transportation and lodging of those employees and representatives, which expenses, if any, will be included in the expense component of the Underwriter's discount. The Underwriter agrees to provide the Commission with a detailed itemization of any such expenses incurred on behalf of Commission employees or representatives prior to the Closing Date.

**Section 11. City Contracting Requirements.** The provisions set forth in Appendix A, attached hereto, are incorporated herein by this reference.

**Section 12. Notices.** Any notice or other communication to be given under this Purchase Contract to the Commission or the Underwriter may be given by delivering the same in writing at the addresses set forth below:

If to the Commission:

Public Utilities Commission of the  
City and County of San Francisco  
525 Golden Gate Avenue, 13<sup>th</sup> Floor  
San Francisco, California 94102  
Attention: Assistant General Manager/Chief Financial Officer, Financial Services  
Telephone: (415) 554-3155  
Fax: (415) 554-3161

With a copy to:

City and County of San Francisco  
Office of Public Finance  
City Hall, Room 336  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102  
Telephone: (415) 554-5956  
Fax: (415) 554-4864

If to the Underwriter:

[Underwriter]  
[Address]

**Section 13. Entire Agreement.** This Purchase Contract, when accepted by the Commission, shall constitute the entire agreement between the Commission and the Underwriter and is made solely for the benefit of the Commission and the Underwriter (including the successors or assigns of any Underwriter with the consent of the Commission) and no other person shall acquire or have any right hereunder by virtue hereof. All of the Commission's representations, covenants and agreements in this Purchase Contract shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of the Underwriter, (b) delivery of and payment for the Bonds hereunder, and (c) any termination of this Purchase Contract.

**Section 14. Counterparts.** This Purchase Contract may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. This Purchase Contract may be signed in counterparts, and upon delivery to the other party of such signed Purchase Contract, which delivery may be by facsimile transmission, shall constitute the binding agreement of each party to this Purchase Contract.

**Section 15. Mutual Reliance on Representations and Warranties.** The Commission hereby acknowledges that the Underwriter, in executing this Purchase Contract and in paying for the Bonds as provided herein, is relying upon the representations of the Commission set forth herein. The Underwriter hereby acknowledges that the Commission, in executing this Purchase Contract and issuing the Bonds described herein, is relying upon the representations and warranties of the Underwriter set forth herein.

**Section 16. Severability.** In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but this Purchase Contract shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

**Section 17. State of California Law Governs.** The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State of California. This Purchase Contract shall be enforceable in the State of California, and any action arising out of this Purchase Contract shall be filed with and maintained in City and County of San Francisco Superior Court, San Francisco, California; provided, that the Commission may waive the requirement of venue.

**Section 18. Limited Liability.** The obligations and liabilities of the Commission hereunder are limited obligations of the Commission payable solely from Revenues as defined and set forth in the Indenture. None of the Commissioners, the officers or employees of the Commission, or any person executing this Purchase Contract shall be liable personally for the obligations of the Commission hereunder or be subject to any personal liability or accountability by reason of the execution hereof. Neither of the faith and credit nor the taxing power of the State or any political subdivision thereof, including the City, is pledged to the obligations of the Commission hereunder.

**Section 19. No Fiduciary or Advisory Role; Arm's Length Transaction.** The Underwriter and the Commission acknowledge and agree that (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between Commission, on the one hand, and the Underwriter, on the other hand, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as a municipal advisor, a financial advisor, or a fiduciary of the Commission, and may have financial and other interests that differ from those of the Commission, (iii) the Underwriter has not assumed a fiduciary responsibility in favor of the Commission with respect to the offering of the Bonds or the discussions, undertakings and procedures leading thereto (whether or not any Underwriter, or any affiliate of an Underwriter, has provided or is currently providing services or advice to Commission on other matters), and (iv) the Commission and the Underwriter have consulted with their respective legal, financial and other advisors to the extent they deemed appropriate in connection with the offering of the Bonds. The Underwriter is not acting as a Municipal Advisor to the Commission (as defined in Section 15B of the Exchange Act of 1934, as amended) in connection with the matters contemplated by this Purchase Contract.

Very truly yours,

[UNDERWRITER],  
as Underwriter

By: \_\_\_\_\_

Authorized Officer

Accepted as of the date first stated above:

PUBLIC UTILITIES COMMISSION OF THE  
CITY AND COUNTY OF SAN FRANCISCO

By: \_\_\_\_\_

Michael Carlin, Deputy General Manager

Approved as to Form:

DENNIS J. HERRERA  
City Attorney

By: \_\_\_\_\_

Mark D. Blake, Deputy City Attorney

[Signature Page to Wastewater Revenue Bonds [Year] Series [Series] Bond Purchase Contract]

**SCHEDULE I**  
**TO THE PURCHASE CONTRACT**

**MATURITY SCHEDULE**

\$ \_\_\_\_\_  
[Year] Series [Series]

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP</u>
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## APPENDIX A

### CITY CONTRACTING PROVISIONS

The following provisions shall apply to this Purchase Contract as if set forth in the text thereof. Capitalized terms used but not defined in this Appendix shall have the meanings given in this Purchase Contract.

(a) *Conflict of Interest.* By the execution of this Purchase Contract, the Underwriter acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Purchase Contract.

(b) *Proprietary or Confidential Information of City.* The Underwriter agrees to maintain the confidentiality of the Information (as defined hereinbelow), except that Information may be disclosed (a) to its and its affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party to this Purchase Contract, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Purchase Contract or the enforcement of rights hereunder, (f) subject to an agreement containing provisions substantially the same as those of this section, to (i) any assignee of or participant in, or any prospective assignee of or participant in, any of its rights or obligations under this Purchase Contract or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the City and its obligations, (g) with the consent of the City or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this section or (ii) becomes available to the Underwriter on a nonconfidential basis from a source other than the City. For the purposes of this Section, "Information" means all information received from the City relating to the City or its business, other than any such information that is available to the Issuing Underwriter on a nonconfidential basis prior to disclosure by the City; *provided* that, in the case of information received from the City after the date hereof, such information is clearly identified at the time of delivery as confidential. Any person required to maintain the confidentiality of Information as provided in this section shall be considered to have complied with its obligation to do so if such person has exercised the same degree of care to maintain the confidentiality of such Information as such person would apply to its own confidential information.

(c) *Ownership of Results.* Any interest of the Underwriter's Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by the Underwriter or its Subcontractors in connection with services to be performed under this Purchase Contract, shall become the

property of and will be transmitted to City. However, the Underwriter may retain and use copies for reference and as documentation of their experience and capabilities.

(d) *Works for Hire.* If, in connection with services performed under this Purchase Contract, the Underwriter or its Subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by the Underwriter or its Subcontractors under this Purchase Contract are not works for hire under U.S. law, the Underwriter hereby assigns all copyrights to such works to the City, and agree to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, the Underwriter may retain and use copies of such works for reference and as documentation of its experience and capabilities.

(e) *Audit and Inspection of Records.* The Underwriter agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Purchase Contract. The Underwriter will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all other matters covered by this Purchase Contract, whether funded in whole or in part under this Purchase Contract. The Underwriter shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years after final payment under this Purchase Contract or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Purchase Contract shall have the same rights conferred upon City by this Section.

(f) *Subcontracting.* The Underwriter is prohibited from subcontracting this Purchase Contract or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Purchase Contract, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

(g) *Assignment.* The services to be performed by the Underwriter is personal in character and neither this Purchase Contract nor any duties or obligations hereunder may be assigned or delegated by the Underwriter unless first approved by City by written instrument executed and approved in the same manner as this Purchase Contract.

(h) *Non-Waiver of Rights.* The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce any provisions of this Purchase Contract thereafter.

(i) *Earned Income Credit (EIC) Forms.* Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these

forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. The Underwriter shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which this Purchase Contract becomes effective (unless the Underwriter has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by the Underwriter; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Purchase Contract. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Underwriter of the terms of this Purchase Contract. If, within thirty days after the Underwriter receives written notice of such a breach, said Underwriter fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, said Underwriter fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Purchase Contract or under applicable law. Any Subcontract entered into by the Underwriter shall require the Subcontractor to comply, as to the Subcontractor's Eligible Employees, with each of the terms of this Section. Capitalized terms used in this Section and not defined in this Purchase Contract shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

(j) *Local Business Enterprise Utilization; Liquidated Damages*

i. The LBE Ordinance. The Underwriter shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "*LBE Ordinance*"), provided such amendments do not materially increase the Underwriter's obligations or liabilities, or materially diminish the Underwriter's rights under this Purchase Contract. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Purchase Contract as though fully set forth in this Section. Any Underwriter's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of the Underwriter's obligations under this Purchase Contract and shall entitle City, subject to any applicable notice and cure provisions set forth in this Purchase Contract, to exercise any of the remedies provided for under this Purchase Contract, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Purchase Contract expressly provides that any remedy is exclusive. In addition, the Underwriter shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

ii. Compliance and Enforcement. If any Underwriter willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Purchase Contract pertaining to LBE participation, the Underwriter shall be liable for liquidated damages in an amount equal to the Underwriter's net profit on this Purchase Contract, or ten percent (10%) of the total amount of this Purchase Contract, or one thousand dollars (\$1,000), whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against the Underwriter authorized in the LBE Ordinance, including declaring the Underwriter to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Underwriter's LBE certification. The Director of HRC will determine the sanctions to be

imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Purchase Contract, the Underwriter acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. The Underwriter further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to the Underwriter on any contract with City. The Underwriter agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three (3) years following termination or expiration of this Purchase Contract, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

(k) *Nondiscrimination; Penalties*

*i. The Underwriter Shall Not Discriminate.* In the performance of this Purchase Contract, the Underwriter agrees not to discriminate against any employee, City or County employee working with such Underwriter or Subcontractor, applicant for employment with such Underwriter or Subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

*ii. Subcontracts.* The Underwriter shall incorporate by reference in all of its respective subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) entered into in connection with the services provided hereunder by the Underwriter and shall require all Subcontractors to comply with such provisions. The Underwriter's failure to comply with the obligations in this subsection shall constitute a material breach of this Purchase Contract.

*iii. Nondiscrimination in Benefits.* The Underwriter does not, as of the date of this Purchase Contract, and will not, during the term of this Purchase Contract, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

*iv. Condition to Contract.* As a condition to this Purchase Contract, the Underwriter shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

v. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Purchase Contract as though fully set forth herein. The Underwriter shall comply fully with and be bound by all of the provisions that apply to this Purchase Contract under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, the Underwriter understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Purchase Contract may be assessed against the offending Underwriter and/or deducted from any payments due to the Underwriter.

(l) *MacBride Principles—Northern Ireland.* Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the Underwriter acknowledges and agrees that he or she has read and understood this Section.

(m) *Tropical Hardwood and Virgin Redwood Ban.* Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges the Underwriter not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

(n) *Drug-Free Workplace Policy.* The Underwriter acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. The Underwriter agrees that any violation of this prohibition by the Underwriter or its employees, agents or assigns will be deemed a material breach of this Purchase Contract.

(o) *Resource Conservation.* Chapter 5 of the San Francisco Environment Code ("*Resource Conservation*") is incorporated herein by reference. Failure by the Underwriter to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of this Purchase Contract.

(p) *Compliance with Americans with Disabilities Act.* The Underwriter acknowledges that, pursuant to the Americans with Disabilities Act (ADA) programs, services and other activities provided by a public entity to the public, whether directly or through an Underwriter, must be accessible to the disabled public. The Underwriter shall provide the services specified in this Purchase Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. The Underwriter agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Purchase Contract and further agree that any violation of this prohibition on the part of the Underwriter or its employees, agents or assigns will constitute a material breach of this Purchase Contract.

(q) *Sunshine Ordinance.* In accordance with San Francisco Administrative Code §67.24(e), contracts, Underwriter's bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

(r) *Public Access to Meetings and Records.* If an Underwriter receives a cumulative total per year of at least two hundred fifty thousand dollars (\$250,000) in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Underwriter shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Purchase Contract, the Underwriter agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. The Underwriter further agrees to make good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Underwriter acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Purchase Contract. The Underwriter further acknowledges that such material breach of the Purchase Contract shall be grounds for the City to terminate and/or not renew the Purchase Contract, partially or in its entirety.

(s) *Limitations on Contributions.* Through execution of this Purchase Contract, the Underwriter acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The Underwriter acknowledges that the foregoing restriction applies only if the Purchase Contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of fifty thousand dollars (\$50,000) or more. The Underwriter further acknowledges that the prohibition on contributions applies to each prospective party to the Purchase Contract; each member of the Underwriter's board of directors; the Underwriter's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in the Underwriter; any Subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by the Underwriter. Additionally, the Underwriter acknowledges that the Underwriter must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. The Underwriter further agrees to provide to City, upon request, the names of each person, entity or committee described above.

(t) *Requiring Minimum Compensation for Covered Employees*

*i.* The Underwriter agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (“MCO”), as set forth in San Francisco Administrative Code Chapter 12P (“Chapter 12P”), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Purchase Contract as though fully set forth. The text of the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). A partial listing of some of the Underwriter’s obligations under the MCO is set forth in this Section. The Underwriter is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

*ii.* The MCO requires the Underwriter to pay the Underwriter’s employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and the Underwriter is obligated to keep informed of the then-current requirements. Any subcontract entered into by the Underwriter shall require the Subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is the Underwriter’s obligation to ensure that any Subcontractors of any tier under this Purchase Contract comply with the requirements of the MCO. If any Subcontractor under this Purchase Contract fails to comply, City may pursue any of the remedies set forth in this Section against the Underwriter.

*iii.* The Underwriter shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within ninety (90) days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

*iv.* The Underwriter shall maintain employee and payroll records as required by the MCO. If the Underwriter fails to do so, it shall be presumed that the Underwriter paid no more than the minimum wage required under State law.

*v.* The City is authorized to inspect the Underwriter’s job sites and conduct interviews with employees and conduct audits of the Underwriter.

*vi.* The Underwriter’s commitment to provide the Minimum Compensation is a material element of the City’s consideration for this Purchase Contract. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Underwriter fails to comply with these requirements. The Underwriter agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for the Underwriter’s noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

*vii.* The Underwriter understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available

under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within thirty (30) days after receiving written notice of a breach of this Purchase Contract for violating the MCO, the breaching Underwriter fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, the breaching Underwriter fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

*viii.* The Underwriter represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

*ix.* If an Underwriter is exempt from the MCO when this Purchase Contract is executed because the cumulative amount of agreements with this department for the fiscal year is less than twenty-five thousand dollars (\$25,000), but the Underwriter later enters into an agreement or agreements that cause the Underwriter to exceed that amount in a fiscal year, the Underwriter shall thereafter be required to comply with the MCO under this Purchase Contract. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Underwriter and this department to exceed twenty-five thousand dollars (\$25,000) in the fiscal year.

*(u) Requiring Health Benefits for Covered Employees*

The Underwriter agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (“HCAO”), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated by reference and made a part of this Purchase Contract as though fully set forth herein. The text of the HCAO is available on the web at [www.sfgov.org/olse](http://www.sfgov.org/olse). Capitalized terms used in this Section and not defined in this Purchase Contract shall have the meanings assigned to such terms in Chapter 12Q.

*i.* For each of its Covered Employees, the Underwriter shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If the Underwriter chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

*ii.* Notwithstanding the above, if the Underwriter is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

*iii.* An Underwriter’s failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify the Underwriter if such a breach has occurred. If, within thirty (30) days after receiving City’s written notice of a breach of this Purchase Contract for violating the HCAO, the breaching Underwriter fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, the

breaching Underwriter fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

*iv.* Any Subcontract entered into by the Underwriter shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. The Underwriter shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. The Underwriter shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against the Underwriter based on the Subcontractor's failure to comply, provided that City has first provided the Underwriter with notice and an opportunity to obtain a cure of the violation.

*v.* No Underwriter shall discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to the Underwriter's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

*vi.* The Underwriter represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

*vii.* The Underwriter shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the Purchase Contract.

*viii.* The Underwriter shall keep itself informed of the current requirements of the HCAO.

*ix.* The Underwriter shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

*x.* The Underwriter shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten (10) business days to respond.

*xi.* The Underwriter shall allow City to inspect the Underwriter's job sites and have access to the Underwriter's employees in order to monitor and determine compliance with HCAO.

*xii.* City may conduct random audits of the Underwriter to ascertain its compliance with HCAO. The Underwriter agrees to cooperate with City when it conducts such audits.

*xiii.* If an Underwriter is exempt from the HCAO when this Purchase Contract is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but the Underwriter later enters into an agreement or agreements that cause the Underwriter's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Underwriter and the City to be equal to or greater than \$75,000 in the fiscal year.

(v) *Prohibition on Political Activity with City Funds.* In accordance with San Francisco Administrative Code Chapter 12.G, the Underwriter may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "*Political Activity*") in the performance of the services provided under this Purchase Contract. The Underwriter agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event an Underwriter violates the provisions of this Section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Purchase Contract or the Underwriter's participation hereunder, and (ii) prohibit the Underwriter from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider an Underwriter's use of profit as a violation of this Section.

(w) *Preservative-treated Wood Containing Arsenic.* The Underwriter may not purchase preservative-treated wood products containing arsenic in the performance of this Purchase Contract unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "*preservative-treated wood containing arsenic*" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. The Underwriter may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude the Underwriter from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "*saltwater immersion*" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

(x) *Compliance with Laws.* The Underwriter shall keep themselves fully informed of the City's Charter, codes, ordinances and regulations and of all State, and federal laws in any manner affecting the performance of this Purchase Contract, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

(y) *Protection of Private Information.* The Underwriter has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of San Francisco Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. The Underwriter agrees that any failure to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Purchase Contract. In such an event, in addition to any

other remedies available to it under equity or law, the City may terminate the Purchase Contract, bring a false claim action against the Underwriter pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Underwriter.

(z) *Consideration of Criminal History in Hiring and Employment Decisions.*

The Underwriter agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Purchase Contract. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. A partial listing of some of the Underwriter's obligations under Chapter 12T is set forth in this Section. The Underwriter is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Purchase Contract shall have the meanings assigned to such terms in Chapter 12T.

The requirements of Chapter 12T shall only apply to the Underwriter's or any Subcontractor's operations to the extent those operations are in furtherance of the performance of this Purchase Contract, shall apply only to applicants and employees who would be or are performing work in furtherance of this Purchase Contract, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

(aa) *Food Service Waste Reduction Requirements.* Effective June 1, 2007, the Underwriter agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Purchase Contract as though fully set forth. This provision is a material term of this Purchase Contract. By entering into this Purchase Contract, the Underwriter agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, the Underwriter agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Purchase Contract was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of the Underwriter's failure to comply with this provision.

(bb) *Cooperative Drafting.* This Purchase Contract has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Purchase Contract reviewed and revised by legal counsel. No party shall be considered the drafter of this Purchase Contract, and no presumption or rule that an ambiguity shall be construed against the

party drafting the clause shall apply to the interpretation or enforcement of this Purchase Contract.

(cc) *Submitting False Claims; Monetary Penalties.* Pursuant to San Francisco Administrative Code Section 21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to ten thousand dollars (\$10,000) for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (i) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (ii) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (iii) conspires to defraud the City by getting a false claim allowed or paid by the City; (iv) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (v) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

(dd) *City a Third Party Beneficiary.* The City is hereby designated as a third party beneficiary for the purpose of enforcing all of the obligations of this Purchase Contract.

**APPENDIX B**

**CERTIFICATE OF THE UNDERWRITER  
REGARDING INITIAL REOFFERING PRICES**

**Public Utilities Commission of the City and County of San Francisco  
Wastewater Revenue Bonds, [Year] Series [Series]**

This certificate is being delivered by [Underwriter] (the “Underwriter”), the underwriter listed in the Bond Purchase Contract, dated \_\_\_\_\_, 2016 between the Underwriter and Public Utilities Commission of the City and County of San Francisco (the “Commission”) for the sale of \$\_\_\_\_\_ aggregate principal amount of Public Utilities Commission of the City and County of San Francisco Wastewater Revenue Bonds, [Year] Series [Series] (the “Bonds”).

**THE UNDERSIGNED HEREBY CERTIFY AS FOLLOWS:**

1. The undersigned is the underwriter who purchased the Bonds. The undersigned is authorized to execute this certificate, which is based on one or more of (i) personal knowledge, (ii) inquiry deemed adequate by the undersigned and (iii) institutional knowledge regarding the matters set forth herein.

2. On \_\_\_\_\_, [2016] (the “Sale Date”), all of the Bonds have been the subject of a *bona fide* offering to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) (the “Public”) pursuant to the Bond Purchase Contract, and on the Sale Date we reasonably expected that the first price at which at least 10% of the principal amount of each maturity would be initially sold to the Public would be the respective price for that maturity shown, as set forth in Schedule I hereto. The first price at which at least 10% of the principal amount of each maturity initially was sold to the Public was the respective price for that maturity shown on Schedule I hereto. For purposes of this certificate, we have assumed that the phrase “bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers” refers only to persons who, to our actual knowledge, are acting in such capacity.

3. We have no reason to believe that the prices shown on Schedule I hereto, in the opinion of the Underwriter, represent prices that are greater than the expected fair market value for all of the Bonds as of the Sale Date.

4. The Commission may rely on the foregoing representations in making its certification as to issue price of the Bonds under the Code, and Stradling Yocca Carlson & Rauth, P.C. and Amira Jackmon, Attorney at Law, as co-bond counsel, may rely on the foregoing representations in rendering their opinion that interest on the Bonds is excluded from gross income for federal income tax purposes; provided, however, that nothing herein represents our interpretation of any laws, and in particular, regulations under section 148 of the Code.

May \_\_, 2016

[UNDERWRITER]

By: \_\_\_\_\_  
Authorized Representative

NOTICE OF INTENTION TO SELL

§ \_\_\_\_\_\*  
**PUBLIC UTILITIES COMMISSION OF  
THE CITY AND  
COUNTY OF SAN FRANCISCO  
WASTEWATER REVENUE BONDS  
[2016 SERIES A]**

NOTICE IS HEREBY GIVEN that the Public Utilities Commission of the City and County of San Francisco (the "Commission") intends to offer for public sale the above-referenced bonds on the date and time set forth below:

**[Sale Date]**  
**at [Sale Time] (California time)**

**(subject to postponement or cancellation in accordance  
with the hereinafter mentioned Official Notice of Sale)**

at the offices of the Commission, 525 Golden Gate Avenue, 13<sup>th</sup> Floor, San Francisco, California 94102. Bids for the above-referenced bonds will be received in electronic form only and solely through the Parity<sup>®</sup> electronic bid submission system of Ipreo ("Parity") in the manner described in the Official Notice of Sale related to such bonds.

The Commission reserves the right, in its sole discretion, to postpone or cancel the sale of the above-referenced bonds, to change the terms thereof upon notice given through Parity, and to reject all bids received on such date. In the event that no bid for the bonds is awarded, the Commission may reschedule the sale of such bonds to another date or time by providing notification through Parity. **Notice of any postponement, a new time, or a new time and date, for receipt of bids will be communicated through Parity.**

The bonds will be offered for public sale subject to the terms and conditions of the related Official Notice of Sale. Further information regarding the proposed sale of the above-referenced bonds, including copies of the Preliminary Official Statement and the Official Notice of Sale relating thereto, will be available electronically at Parity or may be obtained from either of the Commission's financial advisors: Public Resources Advisory Group, 11500 West Olympic Boulevard, Suite 502, Los Angeles, CA 90064, Attention: Edmund Soong, Telephone: (310) 477-8487, (email: [esoong@pragadvisors.com](mailto:esoong@pragadvisors.com)); and First Southwest Company, 1300 Clay Street, Suite 600, Oakland, California 94612, Attention: Joseph Yew, Telephone: (510) 663-3792, (email: [joseph.yew@firstsw.com](mailto:joseph.yew@firstsw.com)).

On or around \_\_\_\_\_, 2016, the Preliminary Official Statement and Official Notice of

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\* Preliminary, subject to change

Sale relating to the 2016 Series A Bonds will be posted electronically at ImageMaster: [www.muniOS.com](http://www.muniOS.com). The Commission will not provide notice of the availability of such documents to any party, and the failure of any bidder to receive notice thereof shall not affect the legality of the sale of the 2016 Series A Bonds.

Dated: \_\_\_\_\_, 2016

OFFICIAL NOTICE OF SALE

§ \_\_\_\_\_  
PUBLIC UTILITIES COMMISSION OF THE  
CITY AND COUNTY OF SAN FRANCISCO  
WASTEWATER REVENUE BONDS  
[2016 SERIES A]

NOTICE IS HEREBY GIVEN that proposals will be received in electronic form only and solely through the Parity<sup>®</sup> electronic bid submission system of Ipreo ("Parity"), in the manner described below, by the Public Utilities Commission of the City and County of San Francisco (the "Commission"), at the offices of the Commission, located at 525 Golden Gate Avenue, 4th Floor, San Francisco, California 94102, on:

[Sale Date], at [8:00] a.m. (California time)

(subject to postponement or cancellation in accordance with this Official Notice of Sale)

for the purchase of the revenue bonds captioned above (the "Bonds") of the Commission more particularly described below. See "TERMS OF SALE – *Warning Regarding Electronic Bids.*"

The Commission reserves the right to postpone, from time to time, the date established for receipt and opening of bids with respect to the Bonds. Notice of any postponement will be communicated through Parity as soon as practicable following postponement. See "TERMS OF SALE – *Postponement or Cancellation of Sale.*"

The Commission reserves the right to cancel the sale of the Bonds. Notice of cancellation will be given through Parity as soon as practicable following such cancellation. See "TERMS OF SALE – *Postponement or Cancellation of Sale.*"

Notice of any change in the terms of the sale of the Bonds will be given through Parity by 1:00 p.m. California time the day before the sale. See "TERMS RELATING TO THE BONDS – *Adjustment of Principal Payments*" and "TERMS OF SALE – *Right to Modify or Amend.*" As an accommodation to bidders, telephone, facsimile or electronic notice of any amendment or modification of this Official Notice of Sale will be given to any bidder requesting such notice from either of the Commission's financial advisors (the "Financial Advisors"):

Public Resources Advisory Group  
11500 West Olympic Boulevard, Suite 502  
Los Angeles, CA 90064  
Attention: Edmund Soong  
Telephone: 310-477-8487  
Facsimile: 310-477-0105  
E-mail: [esoong@pragadvisors.com](mailto:esoong@pragadvisors.com)

First Southwest Company  
1300 Clay Street, Suite 600  
Oakland, California 94612  
Attention: Joseph Yew  
Telephone: (510) 663-3792  
Facsimile: (510) 663-3791  
E-mail: [joseph.yew@firstsw.com](mailto:joseph.yew@firstsw.com)

\* Subject to adjustment in accordance with this Official Notice of Sale.

Failure of any bidder to receive any such supplemental notice shall not affect the sufficiency of any required notice or the legality of the sale.

Bidders are directed to the Preliminary Official Statement of the Commission dated the date hereof with respect to the Bonds (the "Preliminary Official Statement") for additional information regarding the Commission, the Wastewater Enterprise (as defined in the Preliminary Official Statement), the City and County of San Francisco (the "City"), the Bonds and the security therefor, and other matters. See "TERMS OF SALE – *Official Statement*" below.

**This Official Notice of Sale will be submitted to ImageMaster for posting on its website (www.munios.com) and in the Parity bid delivery system. If any summary of the terms of the sale of the Bonds posted by ImageMaster or Parity conflicts with this Official Notice of Sale in any respect, the terms of this Official Notice of Sale shall control, unless a notice of an amendment to this Official Notice of Sale is given as described herein.**

#### TERMS RELATING TO THE BONDS

**THE AUTHORITY FOR ISSUANCE, PURPOSE, PRINCIPAL AND INTEREST REPAYMENT, SECURITY AND SOURCES OF PAYMENT, THE LEGAL OPINION AND ALL OTHER INFORMATION REGARDING THE BONDS ARE PRESENTED IN THE PRELIMINARY OFFICIAL STATEMENT, DATED \_\_\_\_\_, 2016 (THE "PRELIMINARY OFFICIAL STATEMENT") WHICH EACH BIDDER IS DEEMED TO HAVE OBTAINED AND REVIEWED PRIOR TO BIDDING FOR THE BONDS. THIS OFFICIAL NOTICE OF SALE GOVERNS ONLY THE TERMS OF SALE, BIDDING, AWARD AND CLOSING PROCEDURES FOR THE BONDS. THE DESCRIPTION OF THE BONDS CONTAINED IN THIS OFFICIAL NOTICE OF SALE IS QUALIFIED IN ALL RESPECTS BY THE DESCRIPTION CONTAINED IN THE PRELIMINARY OFFICIAL STATEMENT.**

Subject to the foregoing, the Bonds are generally described as follows:

***Authority for the Bonds.*** The Commission is issuing the Bonds under the Charter of the City and under an Indenture, dated as of January 1, 2003 (the "Original Indenture"), by and between the Commission and U.S. Bank National Association, as trustee (the "Trustee"), as amended and supplemented, and as further supplemented by a Fourth Supplemental Indenture, dated as of \_\_\_\_\_ 1, 2016 (the "Fourth Supplemental Indenture"), by and between the Trustee and the Commission (the Original Indenture, as amended and supplemented, is referred to herein as the "Indenture").

***Issue.*** The Bonds are fully registered bonds without coupons in book-entry form in denominations of \$5,000 or any integral multiple thereof, as designated by the successful bidder thereof (the "Purchaser"), all dated the date of their original issuance. **Potential bidders will be notified via Parity, not later than 1:00 p.m. (California time) on the business day prior to the time prescribed for the receipt of bids, of any change to the principal payment schedule for the Bonds or other terms to be used for the bidding process. In addition, the Commission reserves the right, following the determination of the best bid for the Bonds, to adjust the actual principal payment schedule. See "TERMS RELATING TO THE BONDS – *Principal Payments*" and "– *Adjustment of Principal Payments*" below.**

**Interest Rates.** Interest on the Bonds will be payable semiannually on April 1 and October 1 of each year, commencing \_\_\_\_\_ 1, 2016 (each, an "Interest Payment Date"). Interest on the Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day consecutive months.

Bidders must specify the rate or rates of interest that the Bonds for which they are bidding will bear; provided, that the following limitations apply:

(i) the maximum interest rate bid may not exceed 12% per annum;

(ii) the minimum interest rate bid for Bonds maturing on or before October 1, 20\_\_ may not be less than \_\_% per annum, and the minimum interest rate bid for Bonds maturing on or after October 1, 20\_\_ may not be less than \_\_% per annum;

(iii) each interest rate specified in any bid must be a multiple of 1/8 or 1/20 of 1% per annum and a zero rate of interest cannot be named;

(iv) each Bond shall bear interest from its date to its stated maturity date at the single rate of interest specified in the bid; and

(v) all Bonds maturing at any one time shall bear the same rate of interest.

**Premium and Discount.** No bid offering to pay an amount less than [103] percent or more than [117] percent of the par value of the Bonds will be considered.

**Principal Payments.** The Bonds maturing on October 1 in any or all years 20\_\_ through 20\_\_, both inclusive, shall be serial and/or term bonds, as specified by each bidder. The principal amount of Bonds maturing or subject to mandatory sinking fund redemption in any year shall be in integral multiples of \$5,000. For any term Bonds specified, the principal amount for a given year may be allocated only to a single term bond and must be part of an uninterrupted annual sequence from the first mandatory sinking fund payment to the term bond maturity. In addition, Bonds maturing on or before October 1, 20\_\_ may not be combined with Bonds maturing on or after October 1, 20\_\_ to form a term bond.

An estimate of the principal payment schedule for the Bonds is set forth below.

Date (October 1)	Principal Payment*
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\*Preliminary, subject to change.

Information related to the principal payment schedule of the Bonds may be updated on Parity one day prior to the sale of the Bonds. See “—*Adjustment of Principal Payments*” below.

***Adjustment of Principal Payments.*** The principal payment amounts set forth in this Official Notice of Sale reflect certain estimates of the Commission with respect to the likely interest rates of the winning bid and the premium contained in the winning bid. **Potential bidders will be notified via Parity not later than 1:00 p.m. (California time) on the business day preceding the date then prescribed for the receipt of bids of any change to the principal payment schedule for the Bonds to be utilized for the bidding process. The Commission reserves the right to change the principal payment schedule set forth in this Official Notice of Sale for the Bonds after the determination of the winning bidder for the Bonds, by adjusting one or more principal payments of the Bonds in increments of \$5,000 by not more than [10]% for any maturity in order to achieve its financing objectives.**

NO PURCHASER MAY WITHDRAW ANY BID OR CHANGE THE INTEREST RATES BID OR THE REOFFERING PRICES IN ITS REOFFERING PRICE CERTIFICATE AS A RESULT OF ANY CHANGE MADE TO THE PRINCIPAL PAYMENTS OF THE BONDS IN ACCORDANCE WITH THIS OFFICIAL NOTICE OF SALE. FURTHER, IF THE COMMISSION

\* Preliminary, subject to change.

CHANGES THE PRINCIPAL PAYMENT SCHEDULE FOR THE BONDS AFTER THE RECEIPT OF BIDS, THE UNDERWRITER'S DISCOUNT, EXPRESSED IN DOLLARS PER THOUSAND DOLLAR OF BONDS, WILL BE HELD CONSTANT. THE COMMISSION WILL NOT BE RESPONSIBLE, IF AND TO THE EXTENT THAT, ANY ADJUSTMENT AFFECTS (i) THE NET COMPENSATION TO BE REALIZED BY THE PURCHASER OR (ii) THE TRUE INTEREST COST OF THE WINNING BID OR THE RANKING OF ANY BID RELATIVE TO OTHER BIDS.

**Redemption.**\* The Bonds shall be subject to redemption prior to their stated maturity, at the option of the Commission, from and to the extent of any source of available funds, as a whole or in part, on any date on or after \_\_\_\_\_ 1, 20\_\_, and if in part by lot within such maturity, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption, without premium.

**Tax Matters and Legal Opinion.** Upon delivery of the Bonds, Stradling, Yocca, Carlson & Rauth, a Professional Corporation, Sacramento, California, and Amira Jackmon, Attorney at Law, Berkeley, California ("Co-Bond Counsel"), will deliver to the Commission an opinion to the effect that based on existing statutes, regulations, rulings and judicial decisions and assuming compliance with certain covenants in the documents pertaining to the Bonds and requirements of the Internal Revenue Code of 1986, as amended, interest on the Bonds is not includable in the gross income of the owners of the Bonds for federal income tax purposes. In the further opinion of Co-Bond Counsel, interest on the Bonds is not treated as an item of tax preference in calculating the federal alternative minimum taxable income of individuals and corporations. Interest on the Bonds, however, is included as an adjustment in the calculation of federal corporate alternative minimum taxable income and may, therefore, affect a corporation's alternative minimum tax liability. In the further opinion of Co-Bond Counsel, interest on the Bonds is exempt from personal income taxes imposed by the State of California. See "TAX MATTERS" in the Preliminary Official Statement.

A complete copy of the proposed form of the approving legal opinion of Co-Bond Counsel with respect to the Bonds is set forth in Appendix D to the Preliminary Official Statement. A copy of the approving legal opinion of Co-Bond Counsel will be furnished to the Purchaser upon delivery of the Bonds. Copies of said opinion will be filed with the Depository Trust Company ("DTC") and with the City Treasurer.

#### TERMS OF SALE

**Single Bid for the Bonds.** Each bid for the Bonds must be for all, and not less than all, of the Bonds hereby offered for sale, and for not less than the aggregate principal amount thereof, less any discount or plus any premium as permitted herein, as may be specified in the bid. All bids must be unconditional.

**Only Electronic Bids Through Parity Will Be Accepted.** Only electronic bids submitted through Parity will be accepted. All such bids must conform with the procedures established by Parity.

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\* Preliminary, subject to change.

No bid will be accepted after the time specified for receiving bids. To the extent any instructions or directions set forth in Parity conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control, unless a notice of an amendment to this Official Notice of Sale is given as described herein.

For further information about Parity, potential bidders may contact:

Ipreo  
1359 Broadway, 2nd Floor  
New York, New York 10018  
Telephone: (212) 849-5023  
munis@ipreo.com

See "TERMS OF SALE – *Warning Regarding Electronic Bids.*"

THE COMMISSION RETAINS ABSOLUTE DISCRETION TO DETERMINE WHETHER ANY BID IS TIMELY AND COMPLETE AND CONFORMS TO THIS OFFICIAL NOTICE OF SALE. THE COMMISSION TAKES NO RESPONSIBILITY FOR INFORMING ANY BIDDER PRIOR TO THE TIME FOR RECEIVING BIDS THAT ANY BID IS INCOMPLETE OR NONCONFORMING OR HAS NOT BEEN RECEIVED.

**WARNING REGARDING ELECTRONIC BIDS:** THE COMMISSION WILL ACCEPT BIDS IN ELECTRONIC FORM SOLELY THROUGH PARITY ON THE OFFICIAL BID FORM CREATED FOR SUCH PURPOSE. EACH BIDDER SUBMITTING AN ELECTRONIC BID UNDERSTANDS AND AGREES BY DOING SO THAT IT IS SOLELY RESPONSIBLE FOR ALL ARRANGEMENTS WITH PARITY AND THAT PARITY IS NOT ACTING AS AN AGENT OF THE COMMISSION. INSTRUCTIONS AND FORMS FOR SUBMITTING ELECTRONIC BIDS MUST BE OBTAINED FROM PARITY AND THE COMMISSION ASSUMES NO RESPONSIBILITY FOR ENSURING OR VERIFYING BIDDER COMPLIANCE WITH THE PROCEDURES OF PARITY. THE COMMISSION SHALL ASSUME THAT ANY BID RECEIVED THROUGH PARITY HAS BEEN MADE BY A DULY AUTHORIZED AGENT OF THE BIDDER.

THE CITY, THE COMMISSION, THE CITY ATTORNEY, THE FINANCIAL ADVISORS AND CO-BOND COUNSEL ASSUME NO RESPONSIBILITY FOR ANY ERROR CONTAINED IN ANY BID SUBMITTED ELECTRONICALLY, OR FOR FAILURE OF ANY BID TO BE TRANSMITTED, RECEIVED OR OPENED AT THE OFFICIAL TIME FOR RECEIPT OF BIDS. EACH BIDDER EXPRESSLY ASSUMES THE RISK OF ANY INCOMPLETE, ILLEGIBLE, UNTIMELY OR NONCONFORMING BID SUBMITTED BY ELECTRONIC TRANSMISSION BY SUCH BIDDER, INCLUDING WITHOUT LIMITATION, BY REASON OF GARBLED TRANSMISSIONS, MECHANICAL FAILURE, ENGAGED TELECOMMUNICATIONS LINES, OR ANY OTHER CAUSE ARISING FROM OR RELATING TO SUBMISSION BY ELECTRONIC TRANSMISSION. THE OFFICIAL TIME FOR RECEIPT OF BIDS WILL BE DETERMINED BY THE COMMISSION AT THE PLACE OF BID OPENING, AND THE COMMISSION SHALL NOT BE REQUIRED TO ACCEPT THE TIME KEPT BY PARITY AS THE OFFICIAL TIME.

**Additional Terms and Conditions.** By submitting a bid, each bidder thereby agrees to the following terms and conditions:

(1) if any provision in this Official Notice of Sale with respect to the Bonds conflicts with information or terms provided or required by Parity, this Official Notice of Sale, including any amendments or modifications issued through Parity, will control;

(2) each bidder will be solely responsible for making necessary arrangements to access Parity for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Sale;

(3) neither the Commission nor the City will have any duty or obligation to provide or assure access to Parity to any bidder, and neither the Commission nor the City will be responsible for proper operation of, or have any liability for, any delays, interruptions or damages caused by use of Parity or any incomplete, inaccurate or untimely bid submitted by any bidder through Parity;

(4) the Commission is permitting use of Parity as a communication mechanism, and not as an agent of the Commission or the City, to facilitate the submission of electronic bids for the Bonds, Parity is acting as an independent contractor, and is not acting for or on behalf of the Commission or the City;

(5) neither the Commission nor the City is responsible for ensuring or verifying bidder compliance with any procedures established by Parity;

(6) the Commission may regard the electronic transmission of a bid through Parity (including information regarding the purchase price for the Bonds or the interest rates for any maturity of the Bonds) as though the information were physically submitted and executed on the bidder's behalf by a duly authorized signatory;

(7) if a bidder's bid is accepted by the Commission, such bid, this Official Notice of Sale and the information that is transmitted electronically through Parity will form a contract, and the bidder will be bound by the terms of such contract; and

(8) information provided by Parity to bidders will form no part of any bid or of any contract between the Purchaser and the Commission unless that information is included in this Official Notice of Sale or the bid of the Purchaser with respect to the winning bid.

**Multiple Bids.** If multiple bids with respect to the Bonds are received from a single bidder, the Commission will have the right to accept the bid representing the lowest true interest cost ("TIC") to the Commission, and each bidder agrees by submitting any bid to be bound by such best bid.

**Good Faith Deposit.** A good faith deposit (a "Deposit") in the amount of \$\_\_\_\_\_, payable to the order of the Commission, is required from the Purchaser subsequent to the award of the sale. The Purchaser is required to pay the Deposit to the Trustee, on behalf of the Commission, by wire transfer within two (2) hours after the Commission has communicated the acceptance of an award. Wire instructions will be provided to the Purchaser after the verbal award.

If the Deposit is not received by that time, the Commission may rescind the award of sale. No interest on the Deposit will accrue to the Purchaser. The Deposit will be applied to the purchase price of the Bonds. If the Purchaser fails to honor its accepted bid, the Deposit will be retained by the Commission as and for full liquidated damages.

If the Purchaser fails to provide the Reoffering Price Certificate, described below, by \_\_\_\_\_, 2016, the Deposit will be retained by the Commission.

***Basis of Award.*** Unless all bids with respect to the Bonds are rejected, as described below under “– *Right of Rejection and Waiver of Irregularity,*” the Bonds will be awarded to the responsible bidder whose bid represents the lowest TIC to the Commission with respect to the Bonds prior to any change to the principal payment schedule in accordance with this Official Notice of Sale. The TIC will be that nominal annual interest rate which, when compounded semiannually using a 360-day year and used to discount to the dated date of the Bonds all payments of principal and interest payable on the Bonds, results in an amount equal to the purchase price of the Bonds to be received by the Commission. If two or more bidders offer bids for the Bonds at the same lowest TIC, the Commission will determine by lot which bidder will be awarded the Bonds. Bid evaluations or rankings made by Parity are not binding on the Commission.

***Estimate of True Interest Cost.*** Each bidder is requested, but not required, to state in each bid the amount of interest payable on the Bonds during the life of the issue and the percentage TIC to the Commission (determined as described above), which will be considered as informative only and not binding on either the bidder or the Commission.

***Right of Rejection and Waiver of Irregularity.*** The Commission reserves the right, in its sole and absolute discretion, to reject any and all bids for the Bonds, for any reason. The Commission also reserves the right to waive any irregularity or informality in any bid.

***Time of Award.*** The Commission, acting through its General Manager or its Assistant General Manager/Chief Financial Officer, Business and Financial Services, or a designee of the General Manager, will take action awarding the Bonds or rejecting all bids not later than two (2) hours after the date and time at which bids with respect to the Bonds are received, unless such period for award is waived by the Purchaser. Prompt notice of the award will be given to the Purchaser.

***Confirmation of Bond Sizing.*** As described herein under “TERMS RELATING TO THE BONDS – Adjustment of Principal Payments” the actual principal amount of the Bonds and the actual maturity schedule (or sinking account payment schedule for term bonds) for the Bonds may be changed by the Commission after the determination of the winning bid. Any such changes will be reported to the Purchaser by 2:00 p.m. (California time) on the date and time the bids are received. Any such increase or decrease will be in \$5,000 increments with respect to each maturity date or sinking account payment date. If any such adjustment occurs, no rebidding or recalculation of the bids submitted will be required or permitted and no successful bid may be withdrawn. The Purchaser will not be permitted to change the interest rates in its bid. The dollar amount bid by the Purchaser will be adjusted to reflect any adjustments in the aggregate principal amount of the Bonds to be issued.

***Qualification for Sale; Compliance with Blue Sky Laws.*** Compliance with Blue Sky and other securities laws and regulations, including the payment of any applicable fees, shall be the sole responsibility of the Purchaser. The Commission will furnish such information and take such action not inconsistent with law as the Purchaser may request and the Commission may deem necessary or appropriate to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as may be designated by the Purchaser; provided, however, that the Commission will not execute a general or

special consent to service of process or qualify to do business in connection with such qualification or determination in any jurisdiction.

**The Purchaser may not sell, offer to sell or solicit any offer to buy, the Bonds in any jurisdiction where it is unlawful for the Purchaser to make such sale, offer or solicitation, and the Purchaser shall comply with the Blue Sky and other securities laws and regulations of the states and jurisdictions in which the Purchaser sells the Bonds.**

*Delivery and Payment.* Delivery of the Bonds, in the form of one certificate for each maturity, will be made to the Purchaser through the facilities of DTC in New York, New York, or at any other location mutually agreeable to both the Commission and the Purchaser, as soon as practicable. The anticipated date of delivery of the Bonds is \_\_\_\_\_, 2016. Payment for the Bonds (including any premium) must be made by wire transfer in immediately available funds. Any expense for making payment in immediately available funds shall be borne by the Purchaser.

*Reoffering Price Certificate.* The Purchaser must reoffer all of the Bonds to the general public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers). For this purpose, sales of Bonds to other securities brokers or dealers will not be considered sales to the general public.

Not later than the close of business on the third business day following the date on which the sale of the Bonds is awarded, the Purchaser must deliver to the Commission a certificate in the form attached hereto as Exhibit A (the "Reoffering Price Certificate").

The Purchaser will also be required to provide to the Commission and Co-Bond Counsel such additional information as may be requested by Co-Bond Counsel. If the Reoffering Price Certificate is sent by fax transmission, a hard copy must also be promptly sent by mail or courier service.

**Failure to demonstrate compliance with this requirement with respect to the Bonds will constitute a default by the Purchaser, entitling the Commission to retain the Purchaser's Deposit even though in such event the Commission will not deliver the Bonds to the Purchaser.**

**The Commission and the Financial Advisors will be relying on the indication of the reoffering prices set forth in the Reoffering Price Certificate in determining the arbitrage yield on the Bonds.**

*No Litigation.* The Commission will deliver a certificate of the Commission with respect to the Bonds stating that no litigation is pending with service of process having been accomplished, or, to the knowledge of the officer of the Commission executing such certificate, threatened, concerning the validity of the Bonds, the existence of the Commission, or the title of the officers of the Commission who will execute the Bonds to their respective offices.

*CUSIP Numbers.* It is anticipated that CUSIP numbers will be printed on the Bonds and in the Official Statement, but neither the failure to print such numbers nor any error with respect thereto will constitute cause for a failure or refusal by the Purchaser to accept delivery of and pay for the Bonds in accordance with the terms of this Official Notice of Sale. The expenses associated with printing CUSIP numbers on the Bonds will be paid by the Commission; however, the CUSIP Service Bureau charge for the assignment of CUSIP numbers will be paid by the Purchaser. CUSIP data is provided by CUSIP Global Services, managed by Standard and Poor's Financial Services LLC on behalf of The American Bankers Association. CUSIP numbers will be provided for convenience of

reference only. Neither the Commission nor the City will take any responsibility for the accuracy of such numbers.

**California Debt and Investment Advisory Commission Fee.** The attention of bidders is directed to California Government Code Section 8856, which provides that the Purchaser of the Bonds will be charged the California Debt and Investment Advisory Commission fee. The Purchaser is responsible for determining the actual fee due. The Commission expects the Purchaser to pay the applicable fee promptly upon receipt of the invoice.

**Certificate Regarding Official Statement.** At the time of delivery of the Bonds, the Purchaser will receive a certificate, signed by an officer of the Commission, confirming to the Purchaser that, to the best knowledge of said officer, the final Official Statement relating to the Bonds (the "Official Statement") (excluding information regarding underwriting and The Depository Trust Company and its book-entry only system, as to which no view will be expressed) as of the date of sale of the Bonds and as of the date of delivery thereof, did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

**Official Statement.** Electronic copies of the Preliminary Official Statement prepared by the Commission will be furnished to any interested bidder upon request to the Financial Advisors. In accordance with Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12"), the Commission deems such Preliminary Official Statement final as of its date, except for the omission of certain information permitted by Rule 15c2-12. Within seven (7) business days after the date of award of the Bonds, the Purchaser of the Bonds will be furnished with a reasonable number of copies (not to exceed 50) of the Official Statement, without charge. If the Purchaser requests additional copies of the Official Statement within two (2) days after the award of the Bonds, the Commission will supply such requested additional copies of the Official Statement at the expense of the Purchaser.

By making a bid for the Bonds, the bidder agrees, if awarded the Bonds, (i) to disseminate to all members of the underwriting syndicate, if any, copies of the Official Statement, including any supplements prepared by the Commission, and (ii) to take any and all other actions necessary to comply with applicable Securities and Exchange Commission and Municipal Securities Rulemaking Board rules governing the offering, sale and delivery of the Bonds to the ultimate purchasers, including without limitation the delivery of an Official Statement to each investor who purchases Bonds.

The form and content of the Official Statement of the Commission is within the sole discretion of the Commission. The Purchaser's name will not appear on the cover of the Official Statement.

**Continuing Disclosure.** In order to assist the Purchaser in complying with Securities and Exchange Commission Rule 15c2-12(b)(5), the Commission will undertake, pursuant to a Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events. A description of this undertaking and a form of the Continuing Disclosure Certificate are set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

**Right to Modify or Amend.** The Commission reserves the right to modify or amend this Official Notice of Sale in any respect; provided, however, that any such modification or amendment will be communicated to potential bidders through Parity not later than 1:00 p.m. (California time) on

the business day preceding the date for receiving bids. Failure of any potential bidder to receive notice of any modification or amendment will not affect the sufficiency of any such notice, the modification or amendment to which such notice relates, or the legality of the sale.

***Postponement or Cancellation of Sale.*** The Commission reserves the right, in its sole discretion, to postpone or cancel the sale of the Bonds at or prior to the time bids are to be received with respect to the Bonds. Notice of such postponement or cancellation will be given through Parity as soon as practicable following such postponement or cancellation. If the sale is postponed, notice of a new sale date will be given through Parity prior to the time that bids are to be received. On any new sale date, any bidder may submit a bid for the purchase of the Bonds, which shall be in conformity in all respects with the provisions of this Official Notice of Sale except for the time or date and time of sale and any other changes announced through Parity.

Failure of any potential bidder to receive notice of cancellation or postponement shall not affect the sufficiency of any such notice, or affect the right of the Commission to cancel or postpone the sale. If a sale is postponed only, any subsequent bid submitted by a bidder with respect to such sale will supersede any prior bid made. If a sale is cancelled, all bids with respect to such sale will be deemed cancelled.

***Equal Opportunity.*** Pursuant to the spirit and intent of the City's Local Business Enterprise ("LBE") Ordinance, Chapter 14B of the Administrative Code of the City, the Commission strongly encourages the inclusion of Local Business Enterprises certified by the San Francisco Human Rights Commission on prospective proposing syndicate/teams. A list of certified LBEs can be obtained by contacting the San Francisco Human Rights Commission at 25 Van Ness Avenue, Room 800, San Francisco, California 94102, (415) 252-2500.

Dated: \_\_\_\_\_, 2016

EXHIBIT A

REOFFERING PRICE CERTIFICATE

PUBLIC UTILITIES COMMISSION OF THE  
CITY AND COUNTY OF SAN FRANCISCO  
WASTEWATER REVENUE BONDS  
[2016 SERIES A]

(TO BE DELIVERED BY THE ORIGINAL PURCHASER AS DESCRIBED IN THE  
OFFICIAL NOTICE OF SALE UNDER "TERMS OF SALE – REOFFERING PRICE  
CERTIFICATE")

This Certificate is furnished by \_\_\_\_\_, as original purchaser (the "Original Purchaser") of \$ \_\_\_\_\_ aggregate principal amount of the revenue bonds captioned above (the "Bonds"), to establish the initial offering price of said portion of the Bonds for purposes of determining the "issue price" of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended (the "Code").

The Original Purchaser DOES HEREBY CERTIFY as follows:

1. The Original Purchaser made a bona fide offering, beginning on \_\_\_\_\_, 2016, the date on which the Original Purchaser agreed to purchase the Bonds (the "Sale Date"), of all of the Bonds of each maturity to the General Public (hereinafter defined) at their respective initial offering prices, as set forth in Schedule 1 hereto (each, an "Initial Public Offering Price"), and reasonably expected on the Sale Date to sell the Bonds of each maturity to the General Public at their respective Initial Public Offering Prices.

2. The aggregate of the Initial Public Offering Prices is \$ \_\_\_\_\_ (representing \$ \_\_\_\_\_ aggregate principal amount of the Bonds, [plus] [minus] [net] original issue [premium] [discount] of \$ \_\_\_\_\_).

3. [Except for Bonds maturing on \_\_\_\_\_, 20\_\_, \_\_\_\_\_, 20\_\_, and \_\_\_\_\_, 20\_\_ (the "Undersold Bonds"), with] [With] respect to each maturity of the Bonds, the Original Purchaser first sold for cash at least 10% of the aggregate principal amount of the Bonds to the General Public at their Initial Public Offering Price.

[4.] With respect to [each maturity of] the Undersold Bonds, despite the reasonable expectation of the Original Purchaser to sell the Bonds at their [respective] Initial Public Offering Price[s], the Original Purchaser did not sell at least 10% of the Bonds [of the maturity] to the General Public at their [respective] Initial Public Offering Price[s]. [PROVIDE EXPLANATION].<sup>§</sup>

[4.] [5.] For purposes of this Certificate, the term "General Public" excludes bond houses, brokers and similar persons or organizations acting in the capacity of underwriters or wholesalers.

<sup>§</sup> For any maturity of Undersold Bonds, the successful bidder will be required to supply an explanation, satisfactory to the issuer, as to why the successful bidder did not sell at least 10% of each such maturity.

Nothing herein represents the Original Purchaser's interpretation of any laws, and in particular, regulations under Section 148 of the Code.

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Capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Indenture dated as of January 1, 2003, by and between the Commission and U.S. Bank National Association, as amended and supplemented to date.

Dated: \_\_\_\_\_, 2016

[NAME OF PURCHASER]

By: \_\_\_\_\_  
[NAME]  
[TITLE]

**SCHEDULE 1 TO REOFFERING PRICE CERTIFICATE**

<u>Maturity Date</u> <u>(October 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Reoffering</u> <u>Price</u> *
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\* Stated as a percentage of par.