

File No. 250315

Committee Item No. 4

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: May 15, 2025

Board of Supervisors Meeting:

Date: _____

Cmte Board

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Prepared by: Monique Crayton

Date: May 9, 2025

Prepared by: _____

Date: _____

Prepared by: _____

Date: _____

1 [Settlement of Federal Energy Regulatory Commission Matters with PG&E]

2
3 **Ordinance authorizing a settlement with Pacific Gas & Electric Company (PG&E) in**
4 **Federal Energy Regulatory Commission (FERC) Docket Nos. ER20-2878, ER22-619,**
5 **ER22-620, and TX21-4-000; these matters involve disputes over the terms of PG&E's**
6 **wholesale distribution tariff; the proposed settlement requires PG&E to provide**
7 **secondary voltage service to customers served by the Public Utilities Commission for**
8 **10 years.**

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

10
11 Section 1. Pursuant to Charter Section 6.102(5), the Board of Supervisors hereby
12 authorizes the City Attorney and the Public Utilities Commission to settle the following
13 matters: Federal Energy Regulatory Commission (FERC) Docket Nos. ER20-2878, ER22-
14 619, ER22-620, and TX21-4-000.

15 Section 2. Docket Nos. ER20-2878, ER22-619, ER22-620 relate to Pacific Gas and
16 Electric Company's (PG&E) proposals to amend its Wholesale Distribution Tariff, which the
17 City uses to purchase wholesale service necessary for the Public Utilities Commission,
18 through Hetch Hetchy Power, to provide electricity to City departments and related entities.
19 Docket No. TX21-4-000 was commenced by the City to force PG&E to provide reasonable
20 terms of service.

21 Section 3. The terms of the settlement are set forth in the Proposed Joint Offer of
22 Settlement and Settlement Agreement and the Proposed Revisions to PG&E's Wholesale
23 Distribution Service Agreement on file with the Clerk of the Board of Supervisors in file
24 number 250315.
25

1 Section 4. Under the terms of the proposed settlement, for the next ten years PG&E
2 will provide wholesale secondary voltage service to:

- 3 • City departments;
- 4 • Customers located on property owned by the City for up to ten megawatts (MWs);
- 5 • Electric vehicle charging stations for up to twenty MWs;
- 6 • Affordable housing where 100% of the units meet established affordability criteria;
- 7 • Affordable housing where 60% of the units meet established affordability criteria for up
8 to thirty MWs;
- 9 • Miscellaneous customers for up to eight MWs;
- 10 • Wireless facilities installed on City poles by carriers; and
- 11 • Unmetered service to City street lights, traffic signal controllers, bus shelters, and other
12 loads connected to City street lighting circuits that do not exceed 150 watts each.

13 Section 4. On February 25, 2025 the Public Utilities Commission approved the
14 settlement in Resolution No. 25-0039 on file with the Clerk of the Board of Supervisors in file
15 number 250315. If approved by the Board of Supervisors, the settlement will be submitted to
16 FERC for approval.

17 Section 5. The Board of Supervisors approves the settlement and authorizes the
18 General Manager of the Public Utilities Commission to execute such documents as may be
19 necessary to effectuate the settlement approved herein, to enter into any amendments or
20 modifications to such documents that the General Manager determines, in consultation with
21 the City Attorney, are in the best interest of the City; do not materially increase the obligations
22 or liabilities of the City or materially diminish the benefits to the City, are necessary or
23 advisable to effectuate the purposes and intent of this ordinance; and are in compliance with
24 all applicable laws, including the City Charter.

1 APPROVED AS TO FORM AND
2 RECOMMENDED:

3 DAVID CHIU, City Attorney

RECOMMENDED:
PUBLIC UTILITIES COMMISSION

4
5 /s/
THERESA L. MUELLER
6 Deputy City Attorney

/s/
DENNIS J. HERRERA
General Manager

7
8 APPROVED/RECOMMENDED:

9
10 /s/
TIFFANY LENNEAR
11 Director of Commission Affairs
San Francisco Public Utilities Commission

DRAFT

Attachment C

REVISIONS TO SERVICE AGREEMENT NO. 275 (CLEAN)

DRAFT

The following revision to section 5.7 shall be made to the Service Agreement for Wholesale Distribution Service between Pacific Gas and Electric Company and the City and County of San Francisco\.

- 5.7 In Docket No. ER20-2878, PG&E proposed revisions to its WDT ~~in Docket No. ER20-2878~~ (effective April 15, 2021) to, among other things, require all new and significantly modified Points of Delivery to take Distribution Service at primary voltage, including, but not limited to, WDT Sections 1.2, 2.10, 2.15, 2.17, 2.18, 2.46, 10.1, 10.1.1, 10.2.3, and 12.1. Notwithstanding anything to the contrary in the WDT, Distribution Service at secondary voltage levels shall be available to new, changed, and upgraded CCSF Points of Delivery (i) pursuant to Appendix H of this Service Agreement, which implements the Commission-approved settlement agreement in Docket No. EL19-38; or (ii) pursuant to Appendix I of this Service Agreement, which implements the Commission-approved settlement agreement between PG&E and CCSF in Docket Nos. ER20-2878, ER22-619, and ER22-620 (consolidated).

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The following revisions will be made to the final paragraph appearing before the table in Appendix B.1 of the Service Agreement for Wholesale Distribution Service between Pacific Gas and Electric Company and the City and County of San Francisco.

This Appendix B.1 includes Projects that **(i)** satisfy the requirements set forth in Appendix H: Implementation of Settlement Agreement in Docket No. EL19-38, **or (ii)** **satisfy the requirements set forth in Appendix I: Implementation of Settlement Agreement in WDT3 (Docket Nos. ER20-2878, ER22-619, and ER22-620 (consolidated))**.

The following new Appendix I, including the Exhibits thereto, shall be added to the Service Agreement for Wholesale Distribution Service between Pacific Gas and Electric Company and the City and County of San Francisco. This new Appendix I shall immediately follow Appendix H.

**APPENDIX I
IMPLEMENTATION OF SETTLEMENT AGREEMENT
IN WDT3 (DOCKET NOS. ER20-2878, ER22-619, ER22-620 (consolidated))**

Appendix I implements the settlement agreement between PG&E and CCSF approved by the Commission in Docket Nos. ER20-2878, ER22-619, and ER22-620 (consolidated). CCSF may apply for, and PG&E shall provide, Distribution Service at secondary voltage (*i.e.*, Distribution Service below 2.4 kV) subject to the terms contained herein, notwithstanding anything to the contrary in the WDT, including, but not limited to, WDT Sections 1.2, 2.10, 2.15, 2.17, 2.18, 2.46, 10.1, 10.1.1, 10.2.3, and 12.1 (referred to herein as Appendix I treatment). To the extent that the WDT or this Service Agreement otherwise provides for Distribution Service to a Point of Delivery at secondary voltage, such service shall not be considered to be provided pursuant to this Appendix I, and Applications for such service shall not be subject to this Appendix I. In addition, as specified in this Appendix I, certain CCSF loads may receive Distribution Service at secondary voltage without metering, notwithstanding anything to the contrary in the WDT, including, but not limited to, WDT Section 17.

Points of Delivery that initiate and receive Distribution Service pursuant to this Appendix I are referred to as Appendix I Points of Delivery.

I.1 10 Year Term for Appendix I

I.1.1. Appendix I Term

The “Appendix I Term” and the terms and conditions of service thereunder shall terminate ten (10) years after the effective date of the settlement between PG&E and CCSF submitted in Docket Nos. ER20-2878, ER22-619, and ER22-620 (consolidated) (the “WDT 3 Settlement”), on [date to be inserted], unless it is terminated sooner by circumstances described in Section I.1.4, below. After Appendix I terminates, all new

Applications for wholesale load distribution service and ongoing service to all Appendix I Points of Delivery will be governed by the then-effective WDT. Specifically, after Appendix I terminates, all metered Points of Delivery energized at secondary voltage pursuant to Appendix I will be treated as Legacy Secondary Points of Delivery under the WDT, and all unmetered Points of Delivery in service at the time that Appendix I terminates shall be permitted to continue taking unmetered, secondary voltage service so long as they do not increase their loads or relocate.

I.1.2. CCSF Applications for Appendix I Treatment During Appendix I Term

During the Appendix I Term, subject to the terms and conditions described below, CCSF may apply for Distribution Service under the WDT at secondary voltage, notwithstanding any provisions in the WDT that would otherwise require primary voltage (including, but not limited to, WDT Sections 1.2, 2.10, 2.15, 2.17, 2.18, 2.46, 10.1, 10.1.1, 10.2.3, and 12.1). An Application for Distribution Service at secondary voltage shall be eligible for Appendix I treatment, subject to the terms and conditions of this Appendix I, provided that the Application is submitted to PG&E on or before the last day of the Appendix I Term.

During the Appendix I Term, CCSF may apply for Distribution Service under the WDT without metering, for select types of loads identified in this Appendix I, in Sections **I.3.8-I.3.10**, notwithstanding any provisions in the WDT that would otherwise require metering (including, but not limited to, WDT Section 17). An Application for Distribution Service at secondary voltage shall be eligible for Appendix I treatment without metering, subject to the terms and conditions of this Appendix I, provided that the Application is submitted to PG&E on or before the last day of the Appendix I Term.

I.1.3. Designation of Applications Seeking Appendix I Treatment

For any Application for service under this Appendix I, CCSF shall identify to PG&E that it is seeking Appendix I treatment for the Application and shall specify the Qualifying Category (under Section **I.3**) applicable to the particular Application.

I.1.4. Significant Regulatory Change

A Significant Regulatory Change (“SRC”) shall be deemed to occur if, during the Appendix I Term, the California Legislature, California Energy Commission or the California Public Utilities Commission (“CPUC”) enacts a law, issues an order or decision, or adopts or modifies a tariff regarding wholesale secondary voltage service offered or provided by investor-owned utilities or that proposes to alter the terms and conditions of PG&E’s WDT, CCSF’s Service Agreement or Appendix I (“Settled Terms”) in a manner that conflicts with any of the terms and conditions of the settlement agreement between PG&E and CCSF approved by the Commission in Docket Nos. ER20-2878, ER22-619, and ER22-620 (consolidated).

In response to an SRC, either Party may request a prompt meeting with the other Party to discuss the potential implications of the SRC and the Parties may agree in writing on how to respond to an SRC, including amendment of CCSF’s Service Agreement or Appendix I. In the event the Parties disagree on how to respond to an SRC after sixty (60) calendar days of the date of their first meeting, either Party may seek appropriate relief from FERC regarding the potential impact of the SRC on the obligations of the Parties under the settlement agreement between PG&E and CCSF approved by the Commission in Docket Nos. ER20-2878, ER22-619, and ER22-620 (consolidated). The Parties agree that during the Appendix I Term, any SRC will not impact their implementation of, and adherence to, the Settled Terms unless or until the Commission, which has primary jurisdiction over the Settled Terms, makes a determination that the SRC does not disrupt the balance of the benefits and burdens of the settlement agreement between PG&E and CCSF approved by the Commission in Docket Nos. ER20-2878, ER22-619, and ER22-620 (consolidated), which was negotiated in good faith and carefully balanced by the Parties, and determines that implementation of the SRC is just and reasonable under the circumstances.

I.2 Appendix I Eligibility Requirements

For Applications timely submitted during the Appendix I Term, as set forth in Section **I.1** above, PG&E shall provide Distribution Service at secondary voltage (Appendix I

Treatment) provided that the Application meets applicable WDT requirements (except as stated in Appendix I Section I.2.2) in addition to the following:

- I.2.1. Load Limits for Individual Appendix I Points of Delivery. To receive Appendix I treatment, a Point of Delivery must have a Contract Demand that does not exceed 3,000 kW. Appendix I Points of Delivery shall have the same configuration and voltage levels, based on load size, as comparable PG&E retail customers served pursuant to PG&E Electric Rule 2 or any applicable future retail rule approved by the CPUC.
- I.2.2. Applicability of WDT Requirements. During the Appendix I Term, Appendix I Points of Delivery shall be subject to the provisions of the WDT, except to the extent those WDT provisions are inconsistent with the provisions set forth in this Appendix I, in which case the provisions in this Appendix I will take precedence. To initiate and receive Appendix I treatment, during the Appendix I Term, a Point of Delivery must meet the requirements of the WDT except for the following:
- I.2.2.1. Appendix I Points of Delivery will not be subject to any WDT requirement that the Distribution Service be at primary voltage, including but not limited to those in WDT Sections 1.2, 2.10, 2.15, 2.17, 2.18, 2.46, 10.1, 10.1.1, 10.2.3, and 12.1.
- I.2.2.2. Appendix I Points of Delivery will not be subject to the requirement of WDT Section 12.2 that an Eligible Customer demonstrate *bona fide* ownership or control of Intervening Facilities (also referred to in the WDT as Intervening Facilities or Intervening Distribution Facilities (hereinafter “Intervening Facilities”)). Applicable requirements in lieu of the WDT’s Intervening Facilities requirement are stated in the third subsection under each Qualifying Category in Section **I.3** of this Appendix I.
- I.2.2.3. All Appendix I Points of Delivery are subject to the WDT’s requirements regarding metering except as provided for in Sections I.3.9 (Existing Unmetered Points of Delivery), I.3.10 (New Streetlights, Traffic Signals, and Bus Shelters), and I.3.8 (allowing existing and modified Distributed Antenna System (“DAS”) to be

treated as Existing Unmetered Points of Delivery pursuant to Section 1.3.9) of this Appendix I.

I.2.3. No Separate Treatment of Temporary Power. Temporary power for construction is not available as a service for Appendix I Points of Delivery under the City Department and Agencies Qualifying Category (Section 1.3.2) and the 100% Affordable Housing Qualifying Category (Section 1.3.5), and such Points of Delivery will be required to comply with the terms of the WDT or to apply for PG&E retail service for temporary power for construction. To the extent that CCSF seeks Appendix I treatment for a Point of Delivery used to serve temporary power for other Qualifying Categories listed under Section 1.3, such Application will be subject to the requirements of this Appendix I in the same manner as any other Application, including, but not limited to, Sections 1.2.4.1 and 1.2.4.2. Energization of an Appendix I Point of Delivery, for any length of time, will be considered against the cumulative load cap, if any, for the applicable Qualifying Category for that Point of Delivery.

I.2.4. Qualifying Category. Each Appendix I Point of Delivery must meet all of the eligibility requirements of one of the Qualifying Categories listed under Section 1.3 of this Appendix I. As part of the designation of an Application seeking Appendix I treatment (pursuant to Section 1.1.3 above), CCSF shall identify the one Qualifying Category under which it is seeking Appendix I treatment for a given Application. Distribution Service to each Appendix I Point of Delivery will be subject to the provisions of the applicable Qualifying Category.

I.2.4.1. Effect of Termination of Service to an Appendix I Point of Delivery. To the extent that the applicable Qualifying Category for an Appendix I Point of Delivery is subject to a cumulative load cap (as stated in subsection 2 under each Qualifying Category), the energization of that Appendix I Point of Delivery will permanently exhaust or otherwise decrease the remaining available cumulative load cap for the applicable Qualifying Category by the Contract Demand amount of the Point of Delivery. Termination of any Appendix I Point of Delivery will not restore or

otherwise impact the remaining available cumulative load cap for the applicable Qualifying Category.

I.2.4.2. Effect of Reduction in Contract Demand to an Energized Appendix I Point of Delivery. To the extent that the applicable Qualifying Category for an Appendix I Point of Delivery is subject to a cumulative load cap (as stated in subsection 2 under each Qualifying Category), the remaining available cumulative load cap for the applicable Qualifying Category shall be permanently reduced by the Contract Demand associated with that Appendix I Point of Delivery upon energization and thereafter. After energization, a reduction in Contract Demand for any Appendix I Point of Delivery will not restore or otherwise affect the remaining available cumulative load cap for the applicable Qualifying Category and any increase in Contract Demand after energization will be deducted from the load cap.

I.2.4.3. Effect of Changes to Secondary Service Panel. To the extent that the applicable Qualifying Category for an Appendix I Point of Delivery is subject to a cumulative load cap (as stated in subsection 2 under each Qualifying Category), such a Point of Delivery will be required to convert to primary voltage service in order to continue receiving FERC-jurisdictional distribution service from PG&E if the Point of Delivery undergoes any of the following changes to the secondary service panel: (i) an increase in ampacity, (ii) a change in physical location, (iii) a change in voltage, or (iv) a change in delivery method (overhead to underground or underground to overhead). Provided, however, that such a Point of Delivery will not be required to convert to primary voltage service if CCSF submits a new Application during the Appendix I Term seeking service pursuant to this Appendix I, and any increase in Contract Demand at that modified Point of Delivery is deducted from any remaining available cumulative load cap for the applicable Qualifying Category.

I.3. Qualifying Categories

Below are the requirements associated with each of the Qualifying Categories for service pursuant to and during the term of this Appendix I. For convenience, a summary of these

requirements is included in Exhibit B to this Appendix I. Exhibit B is intended to reflect the requirements set forth in this Section I.3, but in the event of any conflict between this Section I.3 and Exhibit B, Section I.3 shall govern.

I.3.1. Existing Secondary Voltage Points of Delivery. Points of Delivery that meet the following requirements during the Appendix I Term will be eligible for Appendix I treatment pursuant to this Existing Secondary Voltage Points of Delivery Qualifying Category. During the Appendix I Term, Points of Delivery that qualify for Appendix I treatment as Existing Secondary Voltage Points of Delivery will not be subject to WDT section 10.1.1. Each such Point of Delivery will continue to be eligible for secondary voltage service notwithstanding any change to its service, including the following changes to the secondary service panel: (i) an increase in ampacity, (ii) a change in physical location, (iii) a change in voltage, or (iv) a change in delivery method (overhead to underground or underground to overhead). Subject to Section **I.2.1**, a request to increase the Contract Demand at an Existing Secondary Voltage Point of Delivery that does not require a change to its service panel (as provided in prior sentence) will also not require primary voltage Distribution Service.

I.3.1.1. Eligibility Requirements. For a Point of Delivery to qualify as an Existing Secondary Voltage Point of Delivery, PG&E must have granted an Application for and energized secondary service for that Point of Delivery prior to the effective date of this Appendix I and not pursuant to this Appendix I.

I.3.1.2. Cumulative Load Cap. None. There is no cumulative load cap on Appendix I Points of Delivery eligible under this Qualifying Category.

I.3.1.3. Requirements in Lieu of WDT's Intervening Facilities Requirement. None. This Qualifying Category shall not be subject to the WDT's Intervening Facilities requirement, or any other requirement that CCSF own or control Intervening Facilities during the Appendix I Term.

I.3.2. City Departments and Agencies. During the Appendix I Term, Points of Delivery that meet the following requirements will be eligible for Appendix I treatment pursuant to this City Departments and Agencies Qualifying Category.

I.3.2.1. Eligibility Requirements. For a Point of Delivery to qualify under this City Departments and Agencies Qualifying Category, the end-use customer at the Point of Delivery must be an entity listed in Exhibit A of this Appendix I. Exhibit A may be updated pursuant to Section **I.5** of this Appendix I.

I.3.2.2. Cumulative Load Cap. None. There is no cumulative load cap on Appendix I Points of Delivery eligible under this Qualifying Category during the Appendix I Term.

I.3.2.3. Requirements in Lieu of WDT's Intervening Facilities Requirement. None. This Qualifying Category shall not be subject to the WDT's Intervening Facilities requirement, or any other requirement that CCSF own or control Intervening Facilities during the Appendix I Term.

I.3.3. Current City-Owned (Including Port of San Francisco) Property. During the Appendix I Term, Points of Delivery that meet the following requirements will be eligible for Appendix I treatment pursuant to this Current City-Owned (Including Port of San Francisco) Property Qualifying Category.

I.3.3.1. Eligibility Requirements.

I.3.3.1.1. For a Point of Delivery to qualify under this Current City-Owned (Including Port of San Francisco) Property Qualifying Category, the Point of Delivery must be located on property owned by CCSF (including Port of San Francisco property) as of the date this Appendix I becomes effective.

I.3.3.1.2. For a Point of Delivery to receive Appendix I treatment pursuant to this Current City-Owned (Including Port of San Francisco) Property Qualifying Category, CCSF's application for service to a new Point of Delivery must be submitted during the Appendix I Term; a Point of Delivery will not qualify

under this Qualifying Category if it would be used to serve or otherwise convert an existing PG&E retail customer to a retail customer of CCSF.

I.3.3.2. Cumulative Load Cap. Collectively, Points of Delivery that receive Appendix I treatment pursuant to this Current City-Owned (Including Port of San Francisco) Property Qualifying Category are subject to a cumulative load cap of ten (10) MW. Any MW amount of the cumulative load cap remaining after the Appendix I Term is forfeited. Appendix I Section I.2.4.3 shall apply to this Current City-Owned (Including Port of San Francisco) Property Qualifying Category.

I.3.3.3. Requirements in Lieu of WDT's Intervening Facilities Requirement. During the Appendix I Term, in lieu of meeting the WDT's Intervening Facilities requirement, CCSF must satisfy one of the following requirements for a Point of Delivery to be eligible for Appendix I treatment pursuant to the City-Owned (Including Port of San Francisco) Property Qualifying Category:

I.3.3.3.1. Pay a Black Box Settlement Charge of \$216 per kW, based on Contract Demand. The Black Box Settlement Charge shall be a one-time, upfront payment due at the same time as payment for final engineering and design work. If after energization CCSF desires to increase the Contract Demand of an Appendix I Point of Delivery in this Qualifying Category, an additional payment of \$216 per kW, based upon the incremental Contract Demand increase, will be due.

I.3.3.3.2. Where CCSF owns the building served by the Point of Delivery, CCSF is deemed to have satisfied the requirement to own or control Intervening Facilities. The service entrance conductor will be the required conductor where CCSF owns the building served by the Point of Delivery, but CCSF will not need to make an individual showing of ownership or control of that (or any) facility where it is deemed to have satisfied the requirement to own or control Intervening Facilities.

- I.3.3.3.3. Where CCSF does not own the building served by the Point of Delivery, CCSF must own or control Intervening Facilities. Where CCSF does not own the building served by the Point of Delivery, the required Intervening Facilities will be: disconnect switch, protective device, pole (if overhead), service lateral (if underground), and the wire between the pole and the weatherhead (if overhead).
- I.3.4. Electric Vehicle Charging. During the Appendix I Term, Points of Delivery that meet the following requirements will be eligible for Appendix I treatment pursuant to this Electric Vehicle Charging Qualifying Category.
- I.3.4.1. Eligibility Requirements. For a Point of Delivery to receive Appendix I treatment pursuant to this Electric Vehicle Charging Qualifying Category, CCSF must submit a complete application during the Appendix I Term for service to a new Point of Delivery that will be used exclusively for the charging of electric vehicle(s) (and any minimal ancillary uses related to electric vehicle charging, such as lighting and signage).
- I.3.4.2. Cumulative Load Cap. Collectively, Points of Delivery that receive Appendix I treatment pursuant to this Electric Vehicle Charging Qualifying Category are subject to a cumulative load cap of twenty (20) MW. Only ten (10) MW of this cumulative load cap will be available during the first five years of the Appendix I Term, and Applications with a requested energization date within the first five years will be subject to this ten (10) MW restriction. (*E.g.*, if an Application is submitted in year four with a requested energization date after the five-year mark, that project will not be subject to this ten (10) MW restriction.) Any MW amount of the cumulative load cap remaining after the Appendix I Term is forfeited. Appendix I Section I.2.4.3 shall apply to this Electric Vehicle Charging Qualifying Category.
- I.3.4.3. Requirements in Lieu of WDT's Intervening Facilities Requirement. In lieu of meeting the WDT's Intervening Facilities requirement, CCSF must pay a Blackbox Settlement Charge of \$216 per kW, based on Contract Demand. The Blackbox Settlement Charge shall be a one-time, upfront payment due at the same time as

payment for final engineering and design work. If after energization CCSF desires to increase the Contract Demand of an Appendix I Point of Delivery in this Qualifying Category, an additional payment of \$216 per kW, based upon the incremental Contract Demand increase, will be due.

I.3.5. 100% Affordable Housing. Points of Delivery that meet the following requirements and for which a complete application is submitted during the Appendix I Term will be eligible for Appendix I treatment pursuant to this 100% Affordable Housing Qualifying Category.

I.3.5.1. Eligibility Requirements.

I.3.5.1.1. 100% of the residential units in the affordable housing project (“Project”), not including a manager’s unit, must:

I.3.5.1.1.1. have a maximum household income limit set at 120% or less of the unadjusted area median family income (AMI) determined by San Francisco Mayor’s Office of Housing and Community Development (MOHCD) on an annual basis and derived, in part, from the U.S. Department of Housing and Urban Development Metro Fair Market Rent Area (HMFA) that contains San Francisco, as adjusted for household size and bedroom count;

I.3.5.1.1.2. have a maximum affordable rent that shall not exceed 30% of the applicable household income limit for a rental unit, or a maximum affordable purchase price with an annual housing cost that shall not exceed 33% of the applicable income limit for an owner-occupied unit, as each may be adjusted for household size and bedroom count; and

I.3.5.1.1.3. be restricted by the requirements of Sections I.3.5.1.1.1 and I.3.5.1.1.2 above for the life of the Project or a minimum of 55 years, whichever is longer, and be reflected by a recorded document and consistent with any applicable federal, state, or local government regulatory requirements.

- I.3.5.1.2. Where the building includes ancillary commercial space within the building envelope, it is still considered 100% Affordable Housing for purposes of this Appendix I so long as all residential units (other than a manager's unit) meet the requirements of I.3.5.1.1. above.
- I.3.5.1.3. An Application for Appendix I treatment pursuant to this 100% Affordable Housing Qualifying Category must include a letter from the director of the MOHCD certifying that the Project meets all of the requirements of Appendix I Section **I.3.5.1**. Exhibit C represents a form of this certification letter.
- I.3.5.1.4. All residential, end-use customers served at eligible Projects (except for a manager's unit) shall be billed under the SFPUC's Low-Income Residential Service Schedule R-2 (or successor tariff) if the customer meets eligibility requirements for that program, and under the appropriate SFPUC rate schedule if not.
- I.3.5.1.5. In the event that a Point of Delivery serving a Project under this 100% Affordable Housing Qualifying Category intends to increase its load beyond the Contract Demand value stated in its Specifications for Distribution Service, CCSF will be required to follow the requirements of WDT Section 10.4 (or its successor), which requires submission of a new Application in advance of exceeding Contract Demand and may require a study.
- I.3.5.1.6. Income verification for eligibility of the residential end-use customers (i.e., tenants of Projects) for the SFPUC low-income residential service shall be performed by CCSF in accordance with CCSF practice.
- I.3.5.1.7. For a Point of Delivery to receive Appendix I treatment pursuant to this 100% Affordable Housing Qualifying Category, the Point of Delivery must be on CCSF-owned land or land scheduled to be transferred to CCSF ownership within one (1) year of project completion. Project completion means the date

of energization of the permanent service, after construction has been completed.

- I.3.5.1.8. A Point of Delivery under this 100% Affordable Housing Qualifying Category is not eligible for Appendix I service for temporary construction power. Instead, pursuant to an agreement of the Parties, PG&E will serve temporary power for construction under the terms of PG&E's CPUC jurisdictional service for Projects connected under this 100% Affordable Housing Qualifying Category.
- I.3.5.2. Cumulative Load Cap. None. There is no cumulative load cap on Appendix I Points of Delivery eligible under this Qualifying Category.
- I.3.5.3. Requirements in Lieu of WDT's Intervening Facilities Requirement. CCSF must own or control the following Intervening Facilities:
- I.3.5.3.1. For underground secondary: a disconnect switch, a protective device, and a secondary conductor (*e.g.*, wire, service entrance conductor, bus bar, bus duct, cable, etc.)
- I.3.5.3.2. For overhead secondary: a disconnect switch, a protective device, a pole, and a secondary conductor/wire/service drop, which could include the wire between the pole and the service drop.
- I.3.5.3.3. A single device may function as both the disconnect switch and protective device (*i.e.*, a breaker).
- I.3.5.4. An Appendix I Point of Delivery interconnected pursuant to this 100% Affordable Housing Qualifying Category will be required to convert to primary voltage service in order to continue receiving FERC-jurisdictional distribution service from PG&E if the Point of Delivery undergoes any of the following changes to the secondary service panel: (i) an increase in ampacity, (ii) a change in physical location, (iii) a change in voltage, or (iv) a change in delivery method (overhead to underground or underground to overhead). Such a Point of Delivery will not be required to convert

to primary voltage service if, during the Appendix I Term, CCSF submits a new Application seeking service pursuant to this Settlement, and any increase in Contract Demand at that modified Point of Delivery is deducted from any remaining applicable MW cap for this Qualifying Category.

I.3.6. Other Affordable Housing. Points of Delivery that meet the following requirements and for which a complete application for new service is submitted during the Appendix I Term will be eligible for Appendix I treatment pursuant to this Other Affordable Housing Qualifying Category.

I.3.6.1. Eligibility Requirements.

I.3.6.1.1. At least 60% of the residential units in the affordable housing project (“Project”), not including a manager’s unit, must meet the following affordability criteria:

I.3.6.1.1.1. have a maximum household income limit set at 140% or less of the unadjusted area median family income determined by San Francisco MOHCD on an annual basis and derived, in part, from HMFA that contains San Francisco, as adjusted for household size and bedroom count;

I.3.6.1.1.2. have a maximum affordable rent that shall not exceed 30% of the applicable maximum household income limit for the rental unit, or a maximum affordable purchase price with an annual housing cost that shall not exceed 33% of the applicable maximum income limit for the owner-occupied unit, as each may be adjusted for household size and bedroom count; and

I.3.6.1.1.3. be restricted by the requirements of I.3.6.1.1.1 and I.3.6.1.1.2 above for the life of the Project or a minimum of 55 years, whichever is longer, and be reflected by a recorded document and consistent with any applicable federal, state, or local government regulatory requirements;

- I.3.6.1.2. Where the building includes ancillary commercial space within the building envelope, it will still be considered affordable housing for purposes of this settlement so long as at least 60% of the residential units (other than a manager's unit) meet the requirements of I.3.6.1.1 above.
- I.3.6.1.3. An Application for Appendix I treatment pursuant to this Other Affordable Housing Qualifying Category must include a letter from the director of the MOHCD certifying that the Project meets all of the requirements of Appendix I Section **I.3.6.1.1**. Exhibit C represents a form of this certification letter.
- I.3.6.1.4. All residential end-use customers served at eligible Projects (except for a manager's unit) shall be billed under the SFPUC's Low-Income Residential Service Schedule R-2 (or successor tariff) if the customer meets eligibility requirements for that program, and under the appropriate SFPUC rate schedule if not.
- I.3.6.1.5. Income verification for eligibility of the residential end-use customers (i.e., tenants of Projects) for the SFPUC low-income residential service shall be performed by CCSF in accordance with CCSF practice.
- I.3.6.1.6. For a Point of Delivery to receive Appendix I treatment pursuant to this Other Affordable Housing Qualifying Category, the Point of Delivery must be on (i) CCSF-owned land or land scheduled to be transferred to CCSF ownership within one (1) year of project completion; (ii) State of California-owned land or land scheduled to be transferred to the State of California within one (1) year of project completion; or (iii) land owned by an entity listed in Exhibit A or land scheduled to be transferred to such an entity within one (1) year of project completion. Project completion means the date of energization of the permanent service, after construction has been completed.
- I.3.6.2. Cumulative Load Cap. Collectively, Points of Delivery that receive Appendix I treatment pursuant to this Other Affordable Housing Qualifying Category are subject to a cumulative load cap of thirty (30) MW. Any MW amount of the

cumulative load cap remaining after the Appendix I Term is forfeited. Appendix I Section I.2.4.3 shall apply to this Other Affordable Housing Qualifying Category.

I.3.6.3. Requirements in Lieu of WDT's Intervening Facilities Requirement. None. This Qualifying Category shall not be subject to the WDT's Intervening Facilities requirement, or any other requirement that CCSF own or control Intervening Facilities.

I.3.7. Miscellaneous. Points of Delivery that meet the following requirements will be eligible for Appendix I treatment during the Appendix I Term pursuant to this Miscellaneous Qualifying Category.

I.3.7.1. Eligibility Requirements. For a Point of Delivery to receive Appendix I treatment pursuant to this Miscellaneous Qualifying Category, CCSF must submit a complete application during the Appendix I Term for service to a new Point of Delivery that must meet one of the following requirements:

I.3.7.1.1. The Point of Delivery meets all of the requirements of the Electric Vehicle Charging Qualifying Category and CCSF must have depleted all of the cumulative load cap for the Electric Vehicle Charging Qualifying Category (*i.e.*, treating the Point of Delivery under the Electric Vehicle Charging Qualifying Category would cause the cumulative load cap for the Electric Vehicle Charging Qualifying Category to be exceeded). All load served under this provision (*i.e.*, in excess of the Electric Vehicle Charging Qualifying Category cap) will be deducted from the 8 MW limit described in Section **I.3.7.2.**

I.3.7.1.2. The Point of Delivery is used to serve an Educator Housing Project, as that or an equivalent term is used in the San Francisco Municipal Codes, on property owned by CCSF, the San Francisco Unified School District, or City College of San Francisco. The Point of Delivery may not be used to convert an existing PG&E retail customer to a retail customer of CCSF. All load served under this provision will be deducted from the 8 MW limit described in

Section **I.3.7.2**. An Application for Appendix I treatment pursuant to this category must include a letter from the director of the MOHCD certifying that it is an Educator Housing Project and meets all of the requirements of this section. Exhibit C represents a form of this certification letter.

I.3.7.1.3. The Point of Delivery meets all of the requirements of the Other Affordable Housing Qualifying Category except the reference to “60%” in Section **I.3.6.1.1** of this Appendix I shall be replaced with “50%” for purposes of this Miscellaneous Qualifying Category. The Point of Delivery may not be used to convert an existing PG&E retail customer to a retail customer of CCSF. All load served under this provision will be deducted from the 8 MW limit described in Section **I.3.7.2**. The cumulative load cap for the Other Affordable Housing Qualifying Category shall not apply. An Application for Appendix I treatment pursuant to this category must include a letter from the director of the MOHCD certifying that it meets all of the requirements of this section, including the requirements of Section I.3.6.1.1 incorporated by reference. Exhibit C represents a form of this certification letter.

I.3.7.1.4. The Point of Delivery is located on property acquired by CCSF (including Port of San Francisco property) after the effective date of this Appendix I, provided that if PG&E had served a PG&E retail customer at that location immediately prior to the CCSF’s acquisition of the property (i) the end-use customer must be different from the PG&E retail customer previously served at that location, and (ii) there must be at least one of the following changes to the secondary service panel: (a) an increase in ampacity, (b) a change in physical location, (c) a change in voltage, or (d) a change in delivery method (overhead to underground or underground to overhead). No more than 2 MW of the 8 MW cumulative load cap for this Miscellaneous Category may be used for Points of Delivery that are eligible for Appendix I treatment based on this Section **I.3.7.1.4**. All load served under this provision will be deducted from the 8 MW limit described in Section **I.3.7.2**.

I.3.7.1.5. The Point of Delivery meets both of the following requirements: (i) the Point of Delivery meets the requirements set forth in Section I.3.7.1.4, and (ii) the end-use customer at the Point of Delivery is an entity that has filed articles of incorporation for nonprofit status with the California Secretary of State. No more than 4 MW of the 8 MW cumulative load cap for this Miscellaneous Qualifying Category may be used for Points of Delivery that are eligible for Appendix I treatment based on this Section I.3.7.1.5. For clarity, the four (4) MW referenced in this Section I.3.7.1.5 is separate from, and may be in addition to, the two (2) MW referenced in Section I.3.7.1.4. All load served under this provision will be deducted from the 8 MW limit described in Section I.3.7.2.

I.3.7.2. Cumulative Load Cap. Collectively, Points of Delivery that receive Appendix I treatment pursuant to this Miscellaneous Qualifying Category are subject to a cumulative load cap of eight (8) MW. Four (4) MW of this cumulative load cap will be available during the first five years of the Appendix I Term, and Applications with a requested energization date within the first five years will be subject to this four (4) MW restriction. (*E.g., if an Application is submitted in year four with a requested energization date after the five-year mark, that project will not be subject to this four (4) MW restriction for the first five-year period.*) Any MW amount of the cumulative load cap remaining after the Appendix I Term is forfeited. Appendix I Section I.2.4.3 shall apply to this Miscellaneous Qualifying Category.

I.3.7.3. Requirements in Lieu of WDT's Intervening Facilities Requirement. In lieu of meeting the WDT's Intervening Facilities requirement, CCSF must satisfy one of the following requirements for a Point of Delivery to be eligible for Appendix I treatment pursuant to the Miscellaneous Qualifying Category:

I.3.7.3.1. Pay a Blackbox Settlement Charge of \$216 per kW, based on Contract Demand. The Blackbox Settlement Charge shall be a one-time, upfront payment due at the same time as payment for final engineering and design work. If after energization CCSF desires to increase the Contract Demand of

an Appendix I Point of Delivery in this Qualifying Category, an additional payment of \$216 per kW, based upon the incremental Contract Demand increase, will be due.

I.3.7.3.2. Where CCSF owns the building served by the Point of Delivery, CCSF is deemed to have satisfied the requirement to own or control Intervening Facilities. The service entrance conductor will be the required conductor where CCSF owns the building served by the Point of Delivery, but CCSF will not need to make an individual showing of ownership or control of that (or any) facility where it is deemed to have satisfied the requirement to own or control Intervening Facilities.

I.3.7.3.3. Where CCSF does not own the building served by the Point of Delivery, CCSF must own or control Intervening Facilities. Where CCSF does not own the building served by the Point of Delivery, the required Intervening Facilities will be: disconnect switch, protective device, pole (if overhead), service lateral (if underground), and the wire between the pole and the weatherhead (if overhead).

I.3.8. New Distributed Antenna Systems and Small Cells. This Qualifying Category applies to distributed antenna systems, small cells, and other similar devices located on CCSF poles, served electricity by CCSF and used by third parties to provide wireless services (collectively, “DAS”) beginning on the effective date of the WDT 3 Settlement. New DAS (*i.e.*, any DAS that did not exist prior to the effective date of the WDT 3 Settlement) and relocated DAS (any DAS that will be served from a CCSF pole that is different from the pole to which it was attached prior to the effective date of the WDT 3 Settlement) will be treated as described in section I.3.8.1 through I.3.8.3. Modified and Existing DAS are defined in section I.3.9 and are subject to section I.3.9.

I.3.8.1. Eligibility Requirements. For CCSF to be eligible to receive secondary voltage Distribution Service under Appendix I to serve new or relocated DAS, such devices must be metered. In the case that a new or relocated DAS cannot be metered because due to the unavailability of meter equipment, the third-party owner of such

DAS is obligated to design and construct its DAS such that a meter can be installed immediately once it becomes available. The owner of any unmetered new or relocated DAS that desires electric service while awaiting availability or installation of a meter will be obligated to pay PG&E a fixed monthly variance fee agreed upon between PG&E and the third-party DAS owner for the entire period for which the DAS receives unmetered service, as set forth in the pro forma Eligible Carrier Option Agreement included as Attachment [E] to the Offer of Settlement (“WDT3 Settlement”), as accepted by FERC in Docket Nos. ER20-2878, ER22-619, and ER22-620 on [REDACTED], 2025. For each new or relocated DAS that is unmetered, an Eligible Carrier’s obligation to pay PG&E a monthly variance fee shall continue indefinitely until it is metered. Prior to energizing any unmetered new or relocated DAS awaiting availability of a meter, CCSF shall notify PG&E of its intention to serve such DAS and will confirm with PG&E that the third-party DAS owner is paying PG&E the fixed variance fee. CCSF agrees that it will not energize or serve any unmetered new or relocated DAS in circumstances where the third-party DAS owner has not paid PG&E the variance fee and PG&E has communicated to CCSF the customers’ failure to pay. CCSF shall inform PG&E of each new or relocated DAS before energizing it.

I.3.8.2. Cumulative Load Cap. None. There is no cumulative load cap on Appendix I Points of Delivery eligible under this Qualifying Category.

I.3.8.3. Requirements in Lieu of WDT’s Intervening Facilities Requirement. None. This Qualifying Category shall not be subject to the WDT’s Intervening Facilities requirement, or any other requirement that CCSF own or control Intervening Facilities.

I.3.9. Existing Unmetered Points of Delivery, Existing DAS, and Modified DAS. Under Appendix I, CCSF will continue to be eligible for Distribution Service for Existing Unmetered Points of Delivery (*i.e.*, those that received service prior to the effective date of the WDT 3 Settlement), including Existing DAS, without any requirement that such loads be metered. Existing DAS means DAS located on a CCSF pole and served

electricity by CCSF, or with an application pending, prior to the effective date of the WDT 3 Settlement that, after the effective date of the WDT 3 Settlement, is not modified as described below in Section I.3.9.1.1 and that does not relocate.

I.3.9.1. Eligibility Requirements. This Existing Unmetered Points of Delivery, Existing DAS and Modified DAS Qualifying Category applies to all CCSF Points of Delivery that received Distribution Service from PG&E without metering prior to the effective date of the WDT 3 Settlement, including any DAS not yet in service but for which an application is pending, but not including any Points of Delivery for which Distribution Service was terminated prior to the effective date of the WDT 3 Settlement.

I.3.9.1.1. Additional Eligibility Requirements for Modified DAS. Modified DAS means any DAS located on a CCSF pole and served electricity by CCSF that, after the effective date of the WDT 3 Settlement, is modified or to which wireless equipment is added and/or replaced such that it: 1) results in an increase of power usage by the DAS, 2) increases nameplate demand of such DAS or 3) that otherwise upgrades the form of service or technology associated with upgrading the form of service (*e.g.*, modifying or upgrading the DAS from 3G service to 4G service). If none of the three aforementioned modification conditions are triggered, routine maintenance or repair of any existing DAS shall not be considered Modified DAS, and instead will be treated as Existing DAS. In order for CCSF to remain eligible to receive unmetered service for Modified DAS under Appendix I, the third-party owner of such Modified DAS will be obligated to pay PG&E a fixed monthly variance fee agreed upon between PG&E and the third-party DAS owner until the Modified DAS is metered, as set forth in the pro forma Eligible Carrier Option Agreement included as Attachment [E] to the WDT3 Settlement. For the sake of clarity, for each unmetered Modified DAS, an Eligible Carrier's obligation to pay PG&E a monthly variance fee shall continue indefinitely until it is metered. No variance fee is required for Existing DAS that has not become Modified DAS. Prior to energizing any Modified DAS, CCSF shall

notify PG&E of its intention to serve a Modified DAS and will inform PG&E whether the Modified DAS will be metered. In cases where a Modified DAS will not be metered, CCSF will confirm with PG&E that the third-party DAS owner is paying PG&E the fixed variance fee. CCSF agrees that it will not energize or serve any Modified DAS in circumstances where the third-party DAS owner has not paid PG&E the variance fee and PG&E has communicated to CCSF the customers' failure to pay. If the aforementioned conditions are met, CCSF may initiate unmetered service to the Modified DAS and will promptly inform PG&E. There will be no obligation for a third-party DAS owner to pay the variance fee to PG&E for any Modified DAS that is metered. CCSF shall promptly inform PG&E whenever a Modified DAS is metered and interconnected.

I.3.9.2. Cumulative Load Cap. None. There is no cumulative load cap on Appendix I Points of Delivery eligible under this Qualifying Category.

I.3.9.3. Requirements in Lieu of WDT's Intervening Facilities Requirement. None. This Qualifying Category shall not be subject to the WDT's Intervening Facilities requirement, or any other requirement that CCSF own or control Intervening Facilities.

I.3.10. New Streetlights, Traffic Signals, and Bus Shelters.

I.3.10.1. Eligibility Requirements.

I.3.10.1.1. During the term of Appendix I, CCSF is eligible to receive unmetered, secondary voltage Distribution Service for the following loads:

I.3.10.1.1.1. New streetlights.

I.3.10.1.1.2. New traffic signal controllers.

I.3.10.1.1.3. New bus shelters, provided that (i) the electric usage is only for safety lighting, advertisements, and/or other public service displays (e.g., NextBus); and (ii) CCSF pays a Blackbox Settlement Charge of \$216 per

kW, based on Contract Demand, which shall be a one-time, upfront payment due at the same time as payment for final engineering and design work. If after energization CCSF desires to increase the Contract Demand of an Appendix I Point of Delivery in this Qualifying Category, an additional payment of \$216 per kW, based upon the incremental Contract Demand increase, will be due.

I.3.10.1.1.4. Temporary (less than one year) predictable loads on CCSF-owned facilities, such as holiday lighting, provided that (i) the load does not exceed 150 W, and (ii) metering is technically and/or economically infeasible.

I.3.10.1.2. All other new loads must be metered and must meet the requirements of one of the other Qualifying Categories in this Appendix I in order for CCSF to receive Distribution Service at secondary voltage pursuant to this Appendix I.

I.3.10.2. Cumulative Load Cap. None. There is no cumulative load cap on Appendix I Points of Delivery eligible under this Qualifying Category.

I.3.10.3. Requirements in Lieu of WDT's Intervening Facilities Requirement. None. This Qualifying Category shall not be subject to the WDT's Intervening Facilities requirement, or any other requirement that CCSF own or control Intervening Facilities.

I.4 Inclusion of Appendix I Points of Delivery

The Details of Service for each project interconnected under Appendix I are included in Exhibit D to this Appendix I. Updates to Exhibit D to this Appendix I will be made pursuant to Section 14 of the WDT Service Agreement.

I.5 Amendment of Exhibit A

Exhibit A to this Appendix I contains an agreed-upon list of CCSF departments and related public entities. On January 1 and July 1 each year during the Appendix I Term, CCSF may propose to PG&E changes to Exhibit A to reflect newly established City

departments, City agencies, and/or related public entities; renamed City departments, City agencies, and/or related public entities; and/or successor entities taking on the responsibilities of City departments, City agencies, and/or related public entities. In the event that an Application seeking Appendix I treatment seeks service at a Point of Delivery that the Parties agree will serve an end-use customer of a renamed or successor entity appearing in Exhibit A, or a newly established City department, City agency, or related public entity: (i) the Application shall satisfy the requirement of Section 1.3.2, and (ii) PG&E shall update Exhibit A to reflect the renamed and/or successor organization in the next Quarterly Filing. To the extent CCSF and PG&E disagree about any potential change to Exhibit A, they shall work together in good faith to resolve such disputes and may invoke the Dispute Resolution procedures of the WDT.

**EXHIBIT A TO APPENDIX I
LIST OF EXHIBIT A ENTITIES**

311 Customer Service Center
Access Appeals Commission
Adult Probation
Airport, San Francisco International
Animal Care and Control
Animal Control and Welfare Commission
Appeals, Board of (Permit Appeals)
Arts Commission
Asian Art Museum
Assessment Appeals Board
Assessor-Recorder
Asthma Task Force
Auxiliary Communications Service (ACS)
Back Streets Business Advisory Board
Ballot Simplification Committee
Bayview Hunters Point Citizen's Advisory Committee
Better Neighborhoods
Behavioral Health (DPH)
Bicycle Advisory Committee
Bioscience Task Force
Board of Supervisors
Budget & Legislative Analyst
Building Inspection Commission
Building Inspection, Department of
California Academy of Sciences
Cannabis, Office of
Capital Planning Program
Census 2010
Central Shops
Child Care Health Program (CCHP)
Child Support Services
Children and Families Commission
Children, Youth & Families, Department
Citizen Complaints, Office of (Police Only)
Citizens' Advisory Committee for the Central Market & Tenderloin Area
Citizens' General Obligation Bond Oversight Committee
City Administrator, Office of
City Attorney
City College of San Francisco
City Hall
City Hall Preservation Advisory Commission
City Hall Events Office

City Non-Profit Contracting Task Force
Citywide Post-Disaster Resilience and Recovery Initiative
Civic Engagement & Immigrant Affairs, Office of
Civil Grand Jury
Civil Service Commission
Clerk of the Board of Supervisors
Code Advisory Commission
Committee On Information Technology
Community Challenge Grant Program
Community Investment & Infrastructure, Office of
Contract Administration, Office of
Contract Monitoring Division
Controller's Office
Convention Facilities Management
County Clerk, Office of the
Cybersecurity, Office of (Dept. of Technology)
DataSF (City Administrator)
Department of Disability and Aging Services (formerly Aging and Adult Services)
Department of Public Health Office of Compliance and Privacy Affairs
Digital Inclusion
Digital Services (City Administrator)
Disaster Service Worker Programs
District Attorney
Earthquake Safety Implementation Program
Economic & Workforce Development, Office of
Elections Commission
Elections, Department of
Emergency Management, Department of
Emergency Medical Services Agency (Department of Emergency Services)
Employees' Retirement System
Entertainment Commission
Environment Commission
Environment Department
Environmental Health (DPH)
Ethics Commission
Examiners, Board of
Fair Lending Working Group
Film Commission
Film SF (Office of Economic and Workforce Development)
Financial Empowerment, Office of
Fine Arts Museums of San Francisco
Fire Commission
Fire Department
Fleet Management Program
Floodplain Management Program
Food Service Waste Reduction Ordinance

Food Security Task Force (Board of Supervisors)
General Services Agency
Give2SF Program
Grants for the Arts
Health Service System
Historic Preservation Commission
Historic Preservation Fund Committee
Homelessness and Supportive Housing, Department of
Housing Authority
Human Resources
Human Rights Commission
Human Services Agency
Immigrant Rights Commission
Inspector General, Office of
Jury Commissioner (Jury Duty)
Justice Tracking Information System (JUS.T.I.S)
Juvenile Probation Commission
Juvenile Probation Department
Juvenile Justice Coordinating Council
Labor Standards Enforcement, Office of
Law Library, San Francisco
Laguna Honda Hospital and Rehabilitation Center (DPH)
Library Citizens Advisory Committee
Library, San Francisco Public
Lifelines Council
Local Agency Formation Commission
Local Homeless Coordinating Board
Marijuana Offenses Oversight Committee
Mayor's Disability Council
Mayor's Office
Mayor's Office of Community Investment
Mayor's Office of Criminal Justice
Mayor's Office of Education
Mayor's Office of Housing and Community Development
Mayor's Office of Neighborhood Services
Mayor's Office of Innovation
Mayor's Office on Disability
Medical Cannabis Task Force
Medical Examiner, Office of the
Mental Health Board
Mission Bay Pavilion Project
Municipal Transportation Agency
NERT (Neighborhood Emergency) Program
Office of Community Investment and Infrastructure (OCII)
Planning Commission
Planning Department

Police Commission
Police Department
Police Accountability, Department of
Population Health Division, Disease Prevention and Control (DPH)
Port Of San Francisco
Power Plant Task Force
Permit Center (City Administrator)
Presidio & CCSF Transportation Work Group
Presidio Neighborhood Representative Work Group
Project Pull
Public Access TV Contract Renewal
Public Defender
Public Finance, Office of
Public Health Commission
Public Health, Department of
Public Utilities Commission (SFWater)
Public Works, Department of
Real Estate Division
Real Estate Fraud Prosecution Trust Fund Committee
Recreation & Park Commission
Recreation and Park Department
Redistricting Task Force
Reentry Council
Relocation Appeals Board
Rent Board
Risk Management
Sanctuary Ordinance
San Francisco Department of Early Childhood
School District, S.F. Unified
SFBiz Tax
SFFood
SFGovTV - Cable TV (Government Access)
San Francisco Health Network
Shelter Monitoring Committee
Sheriff Department
Short Term Rental, Office of
Single Room Occupancy (SRO) Task Force
Slavery Era Disclosure Ordinance
Small Business Commission
Small Business, Office of
Smart Money Network
Southeast Community Facility Commission
State Legislation Committee
Status of Women, Commission on
Status of Women, Department on
Sunshine Ordinance Task Force

Superior Court
Technology, Department of
Transbay Joint Powers Authority
Transgender Initiatives, Office of
Transportation Authority, San Francisco County
Treasure Island Development Authority
Treasurer/Tax Collector
Unreinforced Masonry Appeals Board
Utility Undergrounding Task Force
Veterans Affairs Commission
Veterans' Service Office
Voting Systems Task Force
War Memorial and Performing Arts Center
Western SoMa Citizens Planning Task Force
Youth Commission
Zoo, San Francisco

EXHIBIT B TO APPENDIX I

Summary of Qualifying Category Requirements*

Qualifying Category	Key Eligibility Requirements (§ I.3. __.1)	Cumulative Load Cap (§ I.3. __.2)	Requirements in Lieu of WDT's Intervening Facilities Requirement (§ I.3. __.3)
Existing Secondary Voltage Points of Delivery § I.3.1	Point of Delivery eligible if receiving secondary voltage Distribution Service prior to Appendix I. Point of Delivery eligible for continued secondary voltage service notwithstanding any change to its service, including the following changes to the secondary service panel: 1) increase in ampacity, 2) change in physical location, 3) change in voltage, or 4) change in delivery method (overhead to underground or underground to overhead).	None	None
City Departments and Agencies § I.3.2	Point of Delivery eligible if end-use customer is an entity listed in Exhibit A to Appendix I.	None	None
Current City-Owned (Including Port of San Francisco) Property	Point of Delivery eligible if located on property owned by CCSF (including Port of San Francisco property) as of the effective date of Appendix I.	10 MW	Meet one of the following: 1. Blackbox Settlement Charge of \$216/kW of Contract Demand.

* This Exhibit B summary of the requirements set forth in Section I.3 of Appendix I. This Exhibit B is intended to reflect the requirements set forth in this Section I.3, but in the event of any conflict between Section I.3 and Exhibit B, Section I.3 shall govern.

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§ I.3.3	Point of Delivery must be for new electrical service; no conversions of PG&E retail customer to CCSF retail customer is permitted.		<ol style="list-style-type: none">2. If CCSF owns building, CCSF deemed to have satisfied requirement to own or control Intervening Facilities (no need to demonstrate ownership or control of facility that constitutes service entrance conductor).3. If CCSF does not own the building, CCSF must own or control the following Intervening Facilities: disconnect switch, protective device, pole (if overhead), service lateral (if underground), and the wire between the pole and the weatherhead (if overhead)..
Electric Vehicle Charging § I.3.4	Point of Delivery eligible if used for charging electric vehicle(s).	20 MW (10 MW available for projects with requested energization date in first 5 years)	Blackbox Settlement Charge of \$216/kW of Contract Demand.
100% Affordable Housing § I.3.5	Point of Delivery eligible if: 100% of residential units (not including manager's unit) must meet affordability requirements defined	None	CCSF must own or control the following Intervening Facilities:

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	<p>in § I.3.5.1.1. The inclusion of ancillary commercial space does not disqualify a Point of Delivery, so long as all residential units (other than manager's unit) meet the defined affordability criteria. § I.3.5.1.2.</p> <p>Residential customers (excluding manager's unit) to be billed at SFPUC's Low-Income Residential Service Schedule R-2, if eligible; if not eligible, under appropriate SFPUC rate schedule.</p> <p>§ I.3.5.1.4. Income verification shall be performed in accordance with CCSF practice. § I.3.5.1.6.</p> <p>Must be located on land owned by CCSF, or land to be transferred to CCSF within one year of project competition. § I.3.5.1.7.</p> <p>PG&E to provide retail service for temporary construction power. § I.3.5.1.8.</p>		<p>For underground secondary: a disconnect switch, a protective device, and a secondary conductor (e.g., wire, service entrance conductor, bus bar, bus duct, cable, etc.)</p> <p>For overhead secondary: a disconnect switch, a protective device, a pole, and a secondary conductor/wire/service drop, which could include the wire between the pole and the service drop.</p> <p>A single device may function as both the disconnect switch and protective device (i.e., a breaker).</p>
Other Affordable Housing § I.3.6	<p>At least 60% of residential units (not including manager's unit) must meet affordability requirements under § I.3.6.1.1.</p> <p>Must be on land owned by or that ownership will be transferred to within one year of project completion: (i) CCSF, (ii) State of California, or (iii) an entity listed in Exhibit A.</p> <p>Other requirements applicable to Other Affordable Housing generally track the other requirements for 100% Affordable Housing. See § I.3.6.1 for details.</p>	30 MW	None
Miscellaneous	Point of Delivery eligible if it meets one of the following requirements:	8 MW	Meet one of the following:

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§ I.3.7	<ol style="list-style-type: none"> 1. Qualifies under Electric Vehicle Charging Qualifying Category <u>except</u> that it would otherwise exceed the cumulative load cap for Electric Vehicle Charging Qualifying Category. 2. Serves Educator Housing Project and is located on property owned by the City, San Francisco unified School District, or City College of San Francisco. The Point of Delivery may not be used to convert an existing PG&E retail customer to a retail customer of CCSF. 3. The Point of Delivery meets all of the requirements for Other Affordable Housing Qualifying Category <u>except</u> that (i) the cumulative load cap for Other Affordable Housing shall not apply, and (ii) 50% (rather than 60%) shall be used for affordability criteria. 4. Up to 2 MW can be used for Points of Delivery located on property acquired by CCSF (including Port property) after the effective date of this Appendix I, <u>provided that</u> if PG&E had served a PG&E retail customer at that location immediately prior to the CCSF's acquisition of the property: (i) the end-use customer must be different from the PG&E retail customer previously served at that location, and (ii) there must be at least one of the following changes to the secondary service panel: (a) an increase in ampacity, (b) a change in physical location, (c) a change in voltage, or (d) a 	(4 MW available for projects with requested energization date in first 5 years)	<ol style="list-style-type: none"> 1. Blackbox Settlement Charge of \$216/kW of Contract Demand. 2. If CCSF owns building, CCSF deemed to have satisfied requirement to own or control Intervening Facilities (no need to demonstrate ownership or control of facility that constitutes service entrance conductor). 3. If CCSF does not own the building, CCSF must own or control the following Intervening Facilities: disconnect switch, protective device, pole (if overhead), service lateral (if underground), and the wire between the pole and the weatherhead (if overhead).
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	<p>change in delivery method (overhead to underground or underground to overhead).</p> <p>5. An additional 4 MW is available for Points of Delivery (i) that satisfy #4 above, and (ii) where the end-use customer at the Point of Delivery is an entity that has filed articles of incorporation for nonprofit status with the California Secretary of State</p>		
<p>New Distributed Antenna Systems and Small Cells</p> <p>§ I.3.8</p>	<p>New distributed antenna system and small cells (“DAS”) are eligible for service at secondary voltage, but they must be metered.</p> <p>Relocated DAS are treated as new DAS and require metering.</p>	None	None
<p>Existing Unmetered Points of Delivery, Existing DAS, and Modified DAS</p> <p>§ I.3.9</p>	<p>Existing Points of Delivery are eligible for continued service without metering if they were receiving unmetered Distribution Service from PG&E prior to the effective date of the WDT 3 Settlement.</p> <p>In order for CCSF to remain eligible to receive unmetered service for Modified DAS (as defined in Section I.3.9) under Appendix I, the third-party owner of such Modified DAS will be obligated to pay PG&E a fixed monthly variance fee agreed upon between PG&E and the third-party DAS owner until the DAS is metered.</p>	None	None

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New Streetlights, Traffic Signals, and Bus Shelters § I.3.10	<p>New streetlights and traffic signals are eligible for unmetered, secondary voltage service.</p> <p>New bus shelters are eligible for unmetered, secondary voltage service <u>provided that</u>: (i) the electric usage is only for safety lighting, advertisements, and/or other public service displays (<i>e.g.</i>, NextBus); and (ii) CCSF pays a Blackbox Settlement Charge of \$216 per kW, based on Contract Demand.</p> <p>Temporary (less than one year) predictable loads on CCSF-owned facilities are eligible for unmetered, secondary voltage service <u>provided that</u>: (i) the load does not exceed 150 W, and (ii) metering is technically and/or economically infeasible. The availability of unmetered, secondary voltage Distribution Service to temporary loads shall also apply to holiday lighting.</p>	None	None (But, as noted in second column, bus shelters subject to Blackbox Settlement Charge of \$216/kW of Contract Demand.)
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EXHIBIT C TO APPENDIX I

Form Certification Letter for 100% Affordable Housing

(letter from MOHCD director to SFPUC for inclusion in the Application for Service)

Subject: 100% Affordable Housing Project located at [ADDRESS]

Dear [.....],

This letter certifies that the project identified above meets the conditions included in the Settlement Agreement between PG&E and CCSF in Docket Nos. ER20-2878, ER22-619, and ER22-620 (consolidated) related to 100% Affordable Housing Projects in San Francisco. See Appendix I, Section I.3.5.1 of the PG&E-CCSF WDT Service Agreement for details.

I confirm that this project is a 100% Affordable Housing Project.

- 100% of the residential units in this project, excluding a manager's unit, meet the following conditions:
 - maximum purchase price or rent will be set at 120% or less of the unadjusted area median family income (AMI).
 - rent will not exceed 30% of the applicable household income limit for a rental unit, or purchase price with an annual housing cost that will not exceed 33% of the applicable income limit for an owner-occupied unit.
- All residential, end-use customers at the project, excluding a manager's unit, will be charged for electricity under the SFPUC's Low-Income Residential Service Schedule R-2, if the customer meets eligibility requirements for that program.
- The project is located on City-owned land or land scheduled to be transferred to City ownership within 1 year of project completion.

Form Certification Letter for Other Affordable Housing Qualifying Category

(letter from MOHCD director to SFPUC for inclusion in the Application for Service)

Subject: Other Affordable Housing Project located at [ADDRESS]

Dear [.....],

This letter certifies that the project identified above meets the conditions included in the Settlement Agreement between PG&E and CCSF in Docket Nos. ER20-2878, ER22-619, and ER22-620 (consolidated) related to Other Affordable Housing Projects in San Francisco. See Appendix I Section I.3.6.1 of the PG&E-CCSF WDT Service Agreement for details.

I confirm that this project is a [Insert Applicable Details Here.].

- At least 60% of residential units (not including manager's unit) must meet affordability requirements under Appendix I, § I.3.6.1.1.
- Must be on land owned by or that ownership will be transferred to within one year of project completion: (i) CCSF, (ii) State of California, or (iii) an entity listed in Appendix I, Exhibit A.
- Other requirements applicable to Other Affordable Housing generally track the other requirements for 100% Affordable Housing. See Appendix I, § I.3.6.1 for details.

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Form Certification Letter for Educator Housing Qualifying Category

(letter from MOHCD director to SFPUC for inclusion in the Application for Service)

Subject: Educator Housing Project located at [ADDRESS]

Dear [.....],

This letter certifies that the project identified above meets the conditions included in the Settlement Agreement between PG&E and CCSF in Docket Nos. ER20-2878, ER22-619, and ER22-620 (consolidated) related to Educator Housing Projects in San Francisco. See Appendix I Section I.3.7.1.2 of the PG&E-CCSF WDT Service Agreement for details.

I confirm that this project is a [Insert Applicable Details Here.].

- Must be used to serve an Educator Housing Project, as that or an equivalent term is used in the San Francisco Municipal Codes.
- Must be on property owned by CCSF, the San Francisco Unified School District, or City College of San Francisco.
- Other requirements applicable to Educator Housing generally track the other requirements of Appendix I, § I.3.7.1.2.
- The Point of Delivery may not be used to convert an existing PG&E retail customer to a retail customer of CCSF.

Form Certification Letter for Miscellaneous (Affordable Housing) Qualifying Category

(letter from MOHCD director to SFPUC for inclusion in the Application for Service)

Subject: Other Affordable Housing Project located at [ADDRESS]

Dear [.....],

This letter certifies that the project identified above meets the conditions included in the Settlement Agreement between PG&E and CCSF in Docket Nos. ER20-2878, ER22-619, and ER22-620 (consolidated) related to the Affordable Housing Projects in San Francisco subcategory under the Miscellaneous Qualifying Category. See Appendix I Section I.3.7.1.3 of the PG&E-CCSF WDT Service Agreement for details.

I confirm that this project is a [Insert Applicable Details Here.].

- At least 50% of residential units (not including manager's unit) must meet affordability requirements under Appendix I, § I.3.7.1.3 (cross-referencing § I.3.6.1.1).
- Must be on land owned by or that ownership will be transferred to within one year of project completion: (i) CCSF, (ii) State of California, or (iii) an entity listed in Appendix I, Exhibit A.
- Other requirements applicable to Appendix I, § I.3.7.1.3 (cross-referencing § I.3.6.1.1) are met.

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

Pacific Gas and Electric Company	Docket Nos. ER22-619-001 ER22-620-001 ER20-2878-015 (Consolidated)
City and County of San Francisco	TX21-4-000 (not consolidated)

**JOINT OFFER OF SETTLEMENT AND
SETTLEMENT AGREEMENT**

**Article I
Introduction**

1. Pursuant to Rule 602 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission (“FERC” or “Commission”),¹ Pacific Gas and Electric Company (“PG&E”) and the City and County of San Francisco (“San Francisco” or “CCSF”) (collectively, the “Settling Parties”) hereby submit this unopposed Joint Offer of Settlement and Settlement Agreement (“Settlement Agreement” or “Agreement”), including the accompanying exhibits. This Settlement Agreement fully resolves all but two outstanding issues as between the Settling Parties in the above-captioned proceedings. Specifically, in consolidated FERC Docket Nos. ER20-2878, ER22-619, and ER22-620 (the “WDT3 Proceeding”), this Agreement fully resolves, as between the Settling Parties, the following issues identified in the February 16, 2023, Joint Statement

¹ 18 C.F.R. § 385.602.

of Issues: Issues 1-4, Issue 7, and Issue 9. Only Issues 5 and 6 remain unresolved in the WDT3 Proceeding.² This Agreement fully resolves all issues in Docket No. TX21-4.

The Settlement Agreement incorporates and includes the following attachments:

- a. Attachment A – Revised WDT (clean tariff records);
- b. Attachment B – Revised WDT (redlined tariff records);
- c. Attachment C – Revised WDT SA No. 275 (clean tariff records);
- d. Attachment D – Revised WDT SA No. 275 (redlined tariff records); and
- e. Attachment E – Pro Forma Eligible Carrier Option Agreement.

2. San Francisco’s history as a publicly-owned utility traces back more than a century to the passage of the Raker Act, Pub. L. No 63-41, 38 Stat. 242 (1913). The Raker Act granted CCSF the right to develop a water and power supply system on federal lands in the Hetch Hetchy Valley. Though CCSF owns and operates its own generation and transmission facilities, it has not developed its own comprehensive distribution system throughout the entirety of the City and County of San Francisco. As a result, beginning in 1945, CCSF historically contracted with PG&E to use PG&E’s distribution system to deliver power from CCSF’s Hetch Hetchy System and the wholesale markets to CCSF’s end-use customers. Since 2015,³ San Francisco has obtained wholesale distribution service under PG&E’s Wholesale Distribution Tariff (“WDT”) and transmission service from the California Independent System Operator (“CAISO”) to

² Issues 8 and 10 were previously resolved via stipulation. *See* Ex. PGE-0058 (Joint Stipulation of Parties). A Partial Initial Decision addressing disputed Issues 5 and 6 was issued by Judge Hessler on May 17, 2024. *Pac. Gas & Elec. Co.*, 187 FERC ¶ 63,012 (2024).

³ Two San Francisco Points of Delivery at Hunter’s Point Naval Shipyard took service under the WDT beginning in 2007 and 2009. Points of delivery previously served under bilateral agreement with PG&E were transferred to the WDT in 2015.

deliver power to those customers. Though CCSF has primary voltage interconnections with PG&E, the vast majority of CCSF's loads are small loads served via secondary voltage interconnections with PG&E.

3. Absent the resolution proposed in this settlement, the tariff provisions at issue in the WDT3 Proceeding would require CCSF to take primary voltage service for new interconnections and to modify some of its existing secondary voltage interconnections to primary voltage service if certain changes are made to the existing interconnection and CCSF wants to continue to take WDT service. This Settlement Agreement reflects consideration of this and other factors.

Article II

Relevant Procedural History

4. On September 15, 2020, PG&E submitted its third WDT rate case filing in FERC Docket No. ER20-2878-000,⁴ proposing revisions to certain non-rate terms and conditions and revisions to rate terms, including changing from a stated rate to a formula rate. PG&E's WDT contains the rates, rate methodology, and terms and conditions by which PG&E provides eligible wholesale customers electric service over its distribution facilities. CCSF, among others, protested PG&E's filing in Docket No. ER20-2878.

5. On November 13, 2020, the Commission accepted PG&E's September 15, 2020 filing in Docket No. ER20-2878, including the formula rate and associated distribution

⁴ Contemporaneous with the filing in Docket No. ER20-2878-000, PG&E submitted eight filings to amend and align the terms of the revised WDT with the service agreements of six wholesale load distribution customers—CCSF, the Port of Oakland, Power and Water Resources Pooling Authority ("PWRPA"), Shelter Cove, Western Area Power Administration ("WAPA"), and the Westside Power Authority—in sub-Dockets ER20-2878-001 through -008.

revenue requirement, suspending the rates for five months, to become effective on April 15, 2021, subject to refund, and established hearing and settlement judge procedures.⁵

6. On August 20, 2021, CCSF submitted an application pursuant to Federal Power Act sections 210 and 211,⁶ in Docket No. TX21-4, requesting that the Commission order PG&E to continue providing FERC-jurisdictional service to CCSF's unmetered load. On May 13, 2022, CCSF filed a motion requesting that the Commission hold that proceeding in abeyance until after a Commission order on the initial decision is issued in Docket No. ER20-2878.

7. On December 13, 2021, PG&E filed a Notice of Termination of Appendix E of CCSF's WDT SA (Service Agreement No. 275) in Docket No. ER22-619-000. Appendix E is the appendix of CCSF's WDT SA under which PG&E provides wholesale distribution service to CCSF's small unmetered street loads.

8. On December 13, 2021, PG&E also filed a proposed new Appendix G to the CCSF's WDT SA (Service Agreement No 275) in Docket No. ER22-620-000, which would provide interim service to certain of CCSF's small unmetered street loads that were previously served pursuant to Appendix E.⁷

9. On January 31, 2021, the Commission accepted PG&E's Notice of Termination in Docket No. ER22-619-000 and proposed revisions to the WDT Service Agreement in

⁵ *Pac. Gas & Elec. Co.*, 173 FERC ¶ 61,140 (2020).

⁶ 16 U.S.C. §§ 824i, 824j.

⁷ PG&E filed subsequent revisions to Appendix G in Docket No. ER22-2022, which was not consolidated with Docket Nos. ER20-2787, ER22-619, and ER22-620, and was resolved via a letter order approving an uncontested offer of settlement. *Pac. Gas & Elec. Co.*, 186 FERC ¶ 61,141 (2024).

Docket No. ER22-620-000, suspended them for five months, to become effective July 11, 2022, and July 12, 2022, respectively, subject to refund, and established hearing and settlement judge procedures.

10. On November 25, 2020, the Honorable Steven Glazer was assigned as settlement judge to Docket No. ER20-2878.⁸ The participants to the proceeding resolved a substantial number of issues in two partial settlements that were submitted to and accepted by the Commission. These two partial settlements narrowed the disputed issues to ten issues.

11. On February 8, 2022, the Honorable Steven Glazer was assigned as settlement judge to Docket Nos. ER22-619 and ER22-620. Those dockets were consolidated with Docket No. ER20-2878 by the Chief Administrative Law Judge on May 19, 2022.⁹

12. On August 18, 2022, PWRPA, Calaveras Public Power Agency (“CPPA”), Tuolumne Public Power Agency (“TPPA”), and WAPA filed a Motion for Partial Summary Disposition of Issue 7 set for hearing in the consolidated proceeding. On September 2, 2022, PG&E, CCSF, and Trial Staff filed answers to the Motion. Oral argument was held on September 7, 2022. On December 8, 2022, Presiding Administrative Law Judge Hessler determined that PWRPA, CPPA, TPPA, and WAPA had failed to demonstrate that there is no genuine issue of material fact regarding Issue 7, denied the partial summary disposition motion, and deferred consideration of Issue 7 until after hearing.

⁸ Order of Chief Judge Designating Settlement Judge and Denying Request to Order Section 2.17 Procedures, eLibrary No. 20201125-3039.

⁹ *Pac. Gas & Elec. Co.*, 179 FERC ¶ 63,015 (2022).

13. The hearing on all outstanding issues commenced on March 9, 2023, and ended on March 13, 2023.

14. All parties reached stipulations to resolve Issues 8 and 10, which are reflected in hearing Exhibit PGE-0058.

15. From August 2023 through the submission of this Settlement Agreement, formal and informal settlement discussions and conferences were held periodically between PG&E and CCSF.

16. As a result of the discussions conducted at the settlement negotiations, PG&E and CCSF reached a Settlement Agreement resolving Issues 1-4, 7, and 9, which represent all of the outstanding issues in the WDT3 Proceeding except Issues 5 and 6.¹⁰ This Settlement Agreement resolves all claims raised by CCSF in the WDT3 Proceeding except for those related to Issues 5 and 6.

17. This Settlement Agreement is filed with the Commission as part of an Offer of Settlement submitted in accordance with 18 C.F.R. § 385.602. In accordance with 18 C.F.R. § 385.602(c)(1)(ii), such filing shall contain an Explanatory Statement which is not intended to, and does not, alter any of the provisions of this Settlement Agreement. In the event of any inconsistency between the Explanatory Statement and this Settlement Agreement, this Settlement Agreement shall control.

18. Attached as Attachments A and B to this Settlement Agreement are the relevant sections of the currently effective WDT, FERC Electric Tariff Volume No. 4, reflecting changes agreed upon by the Settling Parties in both clean and redline, respectively.

¹⁰ A partial Initial Decision on Issues 5 and 6 was issued by Judge Hessler on May 17, 2024. *Pac. Gas & Elec. Co.*, 187 FERC ¶ 63,012 (2024).

19. Attached as Attachments C and D to this Settlement Agreement are the relevant sections of the currently effective WDT Service Agreement No. 275, under PG&E's WDT, FERC Electric Tariff Volume No. 4, reflecting the changes agreed upon by the Settling Parties in both clean and redline, respectively.

Article III
Resolution of Docket No. TX21-4 Issues

20. CCSF agrees to file to withdraw its Application for Order Directing Transmission Service and Interconnection of Facilities in Docket No. TX21-4. This Settlement Agreement represents a full resolution of Docket No. TX21-4.

Article IV
Resolution of Issues 1-4 from the WDT3 Proceeding

21. This Settlement Agreement fully resolves San Francisco's protest regarding Issues 1-4 in the WDT3 Proceeding. Notwithstanding anything to the contrary in the WDT, during the Appendix I Term (as defined in Attachment C), CCSF will be eligible to obtain secondary voltage and/or unmetered FERC-jurisdictional distribution service from PG&E, at the effective and applicable rate stated in PG&E's WDT, pursuant to and subject to the requirements of new Appendix I to WDT Service Agreement No. 275, which is set forth in Attachment C to this Settlement Agreement.

22. During the Appendix I Term (as defined in Attachment C), CCSF agrees not to seek non-tariff (*i.e.*, outside of PG&E's WDT and the WDT Service Agreement No. 275, as modified by this Settlement Agreement) secondary voltage and/or unmetered FERC-jurisdictional distribution service. This prohibition includes, but is not limited to, any outstanding requests for secondary voltage and/or unmetered FERC-jurisdictional distribution service that San Francisco has submitted to PG&E pursuant to 16 U.S.C. § 824j(a) and 18 C.F.R. § 2.20; provided, however, that San Francisco can separately

seek service for such projects under this Settlement Agreement if they are eligible under the terms of this Settlement Agreement. In addition, under this Settlement Agreement both Parties waive any claims for damages or make-whole payments, as described in Appendix G to CCSF's Service Agreement.

23. PG&E will provide a written notice to CCSF and each Eligible Carrier with an effective Eligible Carrier Option Agreement (as these terms are defined in Attachment E to this Settlement Agreement), between 12-15 months prior to the termination of the Appendix I Term, stating whether PG&E would require all new and modified CCSF WDT service points of delivery to be metered and to interconnect at primary voltage after the Appendix I Term ends.

24. Notwithstanding Paragraph 23 of this Settlement Agreement, CCSF reserves its right to make filing(s) at FERC during the Appendix I Term that seek new, and permit modified, wholesale distribution interconnections at secondary voltage and/or unmetered FERC-jurisdictional distribution service to be provided by PG&E after the Appendix I Term (whether under the WDT or outside of the WDT), including with respect to New DAS, Existing DAS, and Modified DAS (as these terms are defined in Appendix I), provided that such a filing is made no earlier than nine (9) months before the end of the Appendix I Term.

25. This Settlement Agreement includes certain revisions to Appendix G of CCSF's Service Agreement, codified in Attachment C, which reflect resolution of Issue 4 in the WDT3 Proceeding.

Article V
Resolution of Issue 7 from the WDT3 Proceeding

26. This Settlement Agreement fully resolves San Francisco's protest regarding Issue 7 in the WDT3 Proceeding. Pursuant to this Settlement Agreement, CCSF agrees to the as-filed language and agrees that PG&E is not required under this Settlement Agreement to make any changes to section 8 of the WDT Protocols.

Article VI
Resolution of Issue 9 from the WDT3 Proceeding

27. As resolution of Issue 9 under the Settlement Agreement, PG&E shall make the following changes to its WDT:

- a. The second paragraph of WDT § 14.6.2 shall be revised to read as follows:

Engineering and design work shall be performed by the Distribution Provider either (1) under an E&P Agreement requested by the Distribution Customer pursuant to Section 14.6; or, (2) if no E&P Agreement has been requested, after receipt of the executed Service Agreement and the associated payment. The Distribution Provider will schedule such engineering and design work as it would a Native Load Customer. Anytime during the engineering and design process the Distribution Provider may request additional information from the Distribution Customer. The Distribution Customer will provide such requested information within forty-five (45) business days. The Distribution Provider and the Distribution Customer will work cooperatively during the engineering and design process.

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Upon receipt of the executed Service Agreement and associated payment, the Distribution Provider will use due diligence to complete the engineering and design work within a one hundred and eighty (180) calendar day period. If the Distribution Provider is unable to complete the engineering and design work in the allotted time period, it shall provide the Distribution Customer with an updated estimated completion date at least fifteen (15) calendar days prior to the end of the one hundred and eighty (180) calendar days period, along with an explanation of the reasons that additional time is required to complete the study. As soon as practicable after beginning engineering and design work, the Distribution Provider shall inform the Distribution Customer of the location of the point of common coupling and the equipment to be installed at that location. The Distribution Provider shall promptly inform the Distribution Customer of any changes to this information.

- b. The following addition shall be made to last sentence of WDT § 13.7:
 - i. Tariff milestones include: Application completeness determination; the review of availability of distribution capacity; tendering System Impact Study plan, if necessary; tendering the System Impact Study report, if necessary; tendering the Facilities Study plan, if necessary; tendering the Facilities Study report, if

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necessary; **completion of engineering and design work**; and tendering a Service Agreement.

c. The following revision shall be made to WDT § 13.8:

i. No later than twenty-four (24) months after the Distribution

Provider's ~~project design is complete and has been delivered to~~

~~the Distribution Customer~~ **completes the Engineering and**

Design Work in Section 14.6.2, the Distribution Customer shall

initiate construction and be ready to take Distribution Service

immediately upon construction completion to ensure efficient use

of facilities and system capacity, avoid permit re-application costs

due to permit expiration and material and labor cost increases, and

avoid conflicts that may arise with design standard changes. If the

Distribution Customer fails to initiate construction demonstrating

substantive progress and to provide the Distribution Provider a

reasonable estimated completion date within twenty-four (24)

months of the Distribution Provider's ~~project design~~ completion

of Engineering and Design Work in Section 14.6.2, the

Distribution Provider will notify the Distribution Customer that the

Agreement will be terminated pending FERC acceptance of such

termination. Nothing in this provision prohibits the Distribution

Customer from re-submitting an Application for service pursuant

to the terms of this Tariff.

**Article VII
Effective Date**

28. This Settlement shall become effective upon issuance of a Final Order approving the Settlement without modification or condition, or with modification or condition agreed to in writing by the Settling Parties pursuant to Paragraph 34 of this Settlement Agreement. For purposes of this Settlement Agreement, a Final Order is deemed to have occurred as of the date on which: (1) an order of the Commission or a court of competent jurisdiction approving the Settlement becomes final and non-appealable; or (2) the Settling Parties have agreed, in writing, to modifications to the Settlement and the Commission and/or a court of competent jurisdiction has approved the modifications through final and non-appealable action. Upon approval of this Settlement, the effective date for the Revised WDT and Revised WDT SA No. 275 tariff records shall be April 15, 2021.

**Article VIII
General Settlement Terms**

29. Scope: If approved by the Commission, this Settlement will represent, as to the Settling Parties, a complete and final resolution to the following issues in the WDT3 Proceeding, as identified in the February 16, 2023, Joint Statement of Issues: Issues 1-4, Issue 7, and Issue 9. This Settlement, however, does not resolve Issues 5-6 in the WDT3 Proceeding, which have been addressed in a Partial Initial Decision.¹¹ This Agreement also fully resolves all issues in Docket No. TX21-4, and CCSF agrees to withdraw its application in that proceeding and seek dismissal of the proceeding at the Commission.

¹¹ As noted above (footnote 2) and in the Joint Statement of Issues, Issues 8 and 10 in the WDT3 Proceeding were previously resolved through joint stipulations.

30. Definitions: Unless specified, all capitalized terms used in this Settlement Agreement shall have the meanings assigned under the WDT or WDT Service Agreement No. 275, as applicable and as amended by this Settlement Agreement.

31. No Precedential Effect: It is specifically understood and agreed that the Settlement represents a negotiated agreement for the purpose of resolving only the applicable issues identified herein in the context of the captioned dockets. This Settlement is non-precedential with respect to any other proceeding, subsequent circumstances or disputes, and its terms may not be referred to or relied upon in any proceeding before the Commission, the California Public Utilities Commission, or any court or other forum for the purpose of discussing, supporting, or opposing any specific approach to any issue or dispute. Notwithstanding the foregoing, the Settling Parties may enforce their rights and obligations under this Settlement in any proceeding and, in such circumstances, this Offer of Settlement shall be referred to or introduced for the sole purpose of its enforcement.

32. Applicable Standard of Review: The standard of review for any modifications to this Settlement by a party in this proceeding, without the written agreement of all other parties in this proceeding, shall be the “public interest” application of the just and reasonable standard of review, as explained in *Morgan Stanley Capital Group, Inc. v. Public Utility District No. 1 of Snohomish County*, 554 U.S. 527 (2008) and *NRG Power Marketing, LLC v. Maine Public Utilities Commission*, 558 U.S. 165 (2010). The standard of review for any modifications to this Settlement requested in proceedings under section 206 of the FPA, 16 U.S.C. § 824e, by anyone other than a party in this

proceeding, including the Commission acting *sua sponte*, shall be the ordinary “just and reasonable” standard.

33. Modification or Conditions by the Commission:

- a. In the event of a Commission order requiring any modification or condition to this Settlement Agreement, or to this Settlement Agreement as it may be revised by the Parties pursuant to Paragraph 34.b below, any Settling Party may provide written notice to the other parties to the above-captioned proceeding within fifteen (15) business days of any such order that such modification or condition is unacceptable. If such notice is provided, this Settlement Agreement, including all of the Exhibits thereto, shall be null and void twenty (20) business days after delivery of such notice unless extended as provided under Paragraph 33.b. In the absence of written notice that the modification or condition is unacceptable, the Settling Parties shall be deemed to have accepted this Settlement Agreement as modified or conditioned. Nothing in this Paragraph 33.a shall be construed to limit or prejudice the right of any party in the above-captioned proceedings to seek rehearing of any such modification or condition imposed by the Commission.
- b. Settling Parties may agree in writing, within twenty (20) business days of a notice that a modification or condition is unacceptable under Paragraph 34.a above, to modifications acceptable to the Settling Parties that are consistent with any modification and condition imposed by Commission order or a court of competent jurisdiction. The Settling Parties shall submit

a revised Settlement Agreement incorporating these modifications to the Commission for approval pursuant to 18 C.F.R. § 385.602. The Settling Parties agree not to oppose the right of any party in the above-captioned proceedings to submit comments or protests with respect to such revised Settlement Agreement. If such modifications are approved in a final Commission order no longer subject to rehearing, they shall become part of this Settlement Agreement. The twenty (20) business day time limit for the Settling Parties to reach agreement on modifications pursuant to this Paragraph 34.b may be extended by written agreement between the Settling Parties.

34. Admissibility of Settlement Agreement: This Settlement Agreement is submitted pursuant to Rules 602(e) and 606 of the Commission's Rules of Practice and Procedure.¹² Unless and until the Settlement Agreement becomes effective pursuant to its terms, the Settlement Agreement shall be of no effect and shall not be admissible in evidence before any court or regulatory body (except in comments on the Settlement Agreement submitted in the above-captioned dockets). In addition, the discussions that produced this Settlement Agreement have been conducted with the understanding, pursuant to Rule 602(e), that all offers of settlement, and any discussions and communications relating thereto (including any documents and materials exchanged), are and shall be privileged and confidential, shall be without prejudice to the position of any party or participant, and are not to be used in any manner in connection with the captioned dockets or any other

¹² 18 C.F.R. §§ 385.602(e) and 385.606.

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proceeding, except to the extent necessary to enforce the terms of this Settlement Agreement or to construe the meaning of the terms used herein.

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IN WITNESS THEREOF, the Settling Parties have, by signature of their duly authorized representative(s) shown below, caused this Agreement to be executed on the date(s) set forth below.

[PG&E Signature Block]

William S. Huang
Jeffrey M. Bayne
Lauren L. Springett
Anree G. Little
SPIEGEL & MCDIARMID LLP
1818 N Street, NW
8th Floor
Washington, DC 20036
(202) 879-4000

*Attorneys for the City and County of
San Francisco*

[DATE]