

BOARD of SUPERVISORS



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## MEMORANDUM

TO: Michael Carlin, Acting General Manager, Public Utilities Commission

FROM: Victor Young, Assistant Clerk

A handwritten signature in cursive script that reads "Victor Young".

DATE: March 16, 2021

SUBJECT: LEGISLATION INTRODUCED

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The Board of Supervisors' Rules Committee received the following proposed legislation:

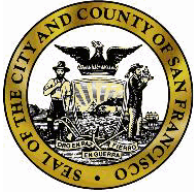
**File No. 210260**

**Ordinance amending the Administrative Code to authorize the Public Utilities Commission to contract with developers that are installing infrastructure, pursuant to a development agreement, to install electric equipment that the Public Utilities Commission would otherwise be required to install without competitive bidding, subject to specified conditions.**

If you have comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 or by email at: [linda.wong@sfgov.org](mailto:linda.wong@sfgov.org).

c. Juliet Ellis, Public Utilities Commission

John Scarpulla, Public Utilities Commission



# City and County of San Francisco

## Master Report

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

**File Number:** 210260      **File Type:** Ordinance      **Status:** 30 Day Rule

**Enacted:** \_\_\_\_\_ **Effective:** \_\_\_\_\_

**Version:** 1      **In Control:** Rules Committee

**File Name:** Administrative Code - Electric Facilities at Development Projects      **Date Introduced:** 03/09/2021

**Requester:** \_\_\_\_\_ **Cost:** \_\_\_\_\_ **Final Action:** \_\_\_\_\_

**Comment:** \_\_\_\_\_ **Title:** Ordinance amending the Administrative Code to authorize the Public Utilities Commission to contract with developers that are installing infrastructure, pursuant to a development agreement, to install electric equipment that the Public Utilities Commission would otherwise be required to install without competitive bidding, subject to specified conditions.

**Sponsor:** Walton

### History of Legislative File 210260

| Ver | Acting Body | Date       | Action                     | Sent To         | Due Date   | Result |
|-----|-------------|------------|----------------------------|-----------------|------------|--------|
| 1   | President   | 03/09/2021 | ASSIGNED UNDER 30 DAY RULE | Rules Committee | 04/08/2021 |        |

1 [Administrative Code - Electric Facilities at Development Projects]

2

3 **Ordinance amending the Administrative Code to authorize the Public Utilities**  
4 **Commission to contract with developers that are installing infrastructure, pursuant to a**  
5 **development agreement, to install electric equipment that the Public Utilities**  
6 **Commission would otherwise be required to install without competitive bidding,**  
7 **subject to specified conditions.**

8 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.  
9 **Additions to Codes** are in *single-underline italics Times New Roman font*.  
10 **Deletions to Codes** are in *strikethrough italics Times New Roman font*.  
11 **Board amendment additions** are in double-underlined Arial font.  
12 **Board amendment deletions** are in ~~strikethrough Arial font~~.  
13 **Asterisks (\* \* \* \*)** indicate the omission of unchanged Code  
14 subsections or parts of tables.

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

16 Section 1. Background and Findings.

17 (a) The City and County of San Francisco (“City”) operates a municipal electric  
18 utility through the Public Utilities Commission (“PUC”).

19 (b) Administrative Code Chapter 99 requires the City to “consider the feasibility of  
20 supplying electricity to all new City developments, including, without limitation, military base  
21 reuse projects, redevelopment projects, projects occupying any portion of public land, and  
22 projects funded in whole or in part by local, State, or Federal funds and other City projects.”

23 (c) Consistent with Chapter 99, the City has included in development agreements a  
24 requirement that, where feasible, electric service to these developments shall be provided by  
25 the PUC, provided that the costs of that service, which includes the capital refund structure for

1 the applicable service, is comparable to or less than the prevailing market rates in San  
2 Francisco for comparable types of service.

3 (d) Pursuant to Chapter 99, the PUC has conducted feasibility studies for a number  
4 of development projects and determined that it is feasible for the PUC to provide electric  
5 service to a number of projects, including Hunters Point Shipyard and Candlestick Point,  
6 Treasure Island and Yerba Buena Island, Mission Rock, Pier 70, Sunnydale HOPE SF, and  
7 Potrero HOPE SF. These are all mixed-use projects that will, among other things, provide new  
8 housing for residents of San Francisco (including significant affordable housing), parks and  
9 open spaces, and office and retail space.

10 (e) As repeatedly recognized by the Board of Supervisors, the City faces a severe  
11 and continuing housing crisis, and the City has adopted many measures to try to alleviate the  
12 crisis, including building additional affordable housing.

13 (f) In 2017, the PUC adopted the Power Enterprise Rules and Regulations  
14 Governing Electric Service (“Rules”). Consistent with standards for electric utilities, Article XV  
15 of the Rules requires the PUC and developers to share the responsibilities and costs to install  
16 the electric infrastructure that is necessary for the PUC to provide service to these new  
17 developments.

18 (g) Under existing development agreements, developers are responsible for  
19 constructing significant infrastructure for dedication to the City. Under the Rules, the costs to  
20 install new electric facilities and equipment to serve the developments are shared between  
21 developers and the PUC. Developers are responsible for the costs to install overhead or  
22 underground structures and other infrastructure. The PUC is responsible for the costs to  
23 install new conductors and equipment to connect to the infrastructure completed by  
24 developers, including protective devices, switches, transformers, and meters.

25

1 (h) Developers constructing infrastructure for the City under development  
2 agreements can install the PUC's facilities at lower costs and in a more expeditious manner  
3 than can the PUC, as part of their ongoing work at the project sites. Developers are also  
4 better able to schedule and complete this work so as not to conflict with other construction,  
5 and to ensure that it is completed in the time frame needed to meet project schedules.  
6 Because developers are already constructing infrastructure for the City with significant job and  
7 workforce requirements and protections, and meet all City imposed requirements for the  
8 completion of this work as set forth in the applicable development agreement, the addition of  
9 the PUC work will not pose any new or increased risk but will result in the expeditious  
10 completion of projects and other public benefits at lower cost.

11 (i) It is reasonable and in the public interest for the PUC to contract directly with  
12 developers for this work, without obtaining bids and quotes from other contractors, because  
13 developers are already subject to City workforce development requirements. Every City  
14 development agreement includes a detailed workforce development program with Local  
15 Business Enterprise nondiscrimination, prevailing wage, and local hire or first source hiring  
16 requirements.

17 Section 2. Chapter 99 of the Administrative Code is hereby amended by adding  
18 Section 99.5, to read as follows:

19 **SEC. 99.5 CONTRACTING WITH DEVELOPERS TO INSTALL ELECTRIC**  
20 **FACILITIES AT NEW DEVELOPMENTS.**

21 (a) The PUC may contract with developers that are subject to a development agreement  
22 with the City to install utility facilities that the PUC would otherwise be required to install, without  
23 competitive bidding, provided that:

24 (1) The PUC has determined it is feasible to provide power to the development  
25 project, and the developer has agreed that the PUC will be the power provider for the project;

1                   (2)     The City has entered into a development agreement that (i) requires the  
2 developer to complete infrastructure for the project; and (ii) includes a workforce and job creation  
3 program that, among other things, requires nondiscrimination and the payment of prevailing wages;  
4 and

5                   (3)     The PUC has reasonably determined that the amount payable to the developer  
6 for the PUC work is equal to, or less than, the amount the PUC would expect to pay to perform the  
7 same work itself through its standard contracting process.

8                   (b)     The PUC may consider every contract entered into under this Section 99.5 as  
9 supplemental to the work required under the development agreement, provided the PUC includes in the  
10 contract: (1) the nondiscrimination and workforce requirements contained in the applicable  
11 development agreement, so that the PUC work is performed in the same manner and with the same  
12 workforce requirements as the other infrastructure work to be completed by the developer under the  
13 development agreement; and (2) a detailed description of the developer's scope of work and PUC's  
14 costs. The PUC may exclude from the contract any City contracting requirements that were waived by  
15 the Board of Supervisors in its approval of the applicable development agreement.

16               Section 3. Effective Date. This ordinance shall become effective 30 days after  
17 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the  
18 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board  
19 of Supervisors overrides the Mayor's veto of the ordinance.

20               Section 4. Scope of Ordinance. In enacting this ordinance, the Board of Supervisors  
21 intends to amend only those words, phrases, paragraphs, subsections, sections, articles,  
22 numbers, punctuation marks, charts, diagrams, or any other constituent parts of the Municipal  
23 Code that are explicitly shown in this ordinance as additions, deletions, Board amendment  
24 additions, and Board amendment deletions in accordance with the "Note" that appears under  
25 the official title of the ordinance.



## LEGISLATIVE DIGEST

Administrative Code - Electric Facilities at Development Projects

**Ordinance amending the Administrative Code to authorize the Public Utilities Commission to contract with developers that are installing infrastructure pursuant to a development agreement, to install electric equipment that the Public Utilities Commission would otherwise be required to install without competitive bidding, subject to specified conditions.**

### Existing Law

Administrative Code Chapter 99 requires the City and County of San Francisco (“City”) to “consider the feasibility of supplying electricity to all new City developments, including, without limitation, military base reuse projects, redevelopment projects, projects occupying any portion of public land, and projects funded in whole or in part by local, State, or Federal funds and other City projects.”

### Amendments to Current Law

The proposed amendment to Chapter 99 would waive the City’s competitive bidding requirements for construction projects to enable the Public Utilities Commission (“PUC”) to contract directly with developers to install electric facilities at new development projects, provided: (i) the City has entered into a development agreement that: (a) requires the developer to complete infrastructure for the project; and (b) includes a workforce and job creation program that, among other things, requires nondiscrimination and the payment of prevailing wages; and (ii) the PUC has reasonably determined that the amount payable to the developer for the PUC work is equal to, or less than, the amount the PUC would expect to pay to perform the same work itself through its standard contracting process.

### Background Information

Consistent with Chapter 99, the City will include in new development agreements a requirement that, where feasible, electric service to these new developments shall be provided by the PUC, provided that the costs of that service, which includes the capital refund structure for the applicable service, is comparable to or less than the prevailing market rates in San Francisco for comparable types of service.

Pursuant to Chapter 99, the PUC has conducted feasibility studies for a number of development projects and determined that it is feasible for the PUC to provide electric service to a number of projects, including Hunters Point Shipyard and Candlestick Point, Treasure Island and Yerba Buena Island, Mission Rock, Pier 70, Sunnydale HOPE SF, and Potrero



HOPE SF. These are all mixed-use projects that will, among other things, provide new housing for residents of San Francisco (including significant affordable housing), parks and open spaces, and office and retail space.

As repeatedly recognized by the Board of Supervisors, the City faces a severe and continuing housing crisis, and the City has adopted many measures to try to alleviate the crisis, including building additional affordable housing.

In 2017, the PUC adopted the Power Enterprise Rules and Regulations Governing Electric Service (“Rules”). Consistent with standards for electric utilities, Article XV of the Rules requires the PUC and developers to share the responsibilities and costs to install the electric infrastructure that is necessary for the PUC to provide service to these new developments. Under existing development agreements, developers are responsible for constructing significant infrastructure for dedication to the City. Under the Rules, the costs to install new electric facilities and equipment to serve the developments are shared between developers and the PUC. Developers are responsible for the costs to install overhead or underground structures and other infrastructure. The PUC is responsible for the costs to install new conductors and equipment to connect to the infrastructure completed by developers, including protective devices, switches, transformers, and meters.

Developers constructing infrastructure for the City under development agreements can install the PUC’s facilities at lower costs and in a more expeditious manner than can the PUC, as part of their ongoing work at the project sites. Developers are also better able to schedule and complete this work so as not to conflict with other construction, and to ensure that it is completed in the time frame needed to meet project schedules. Because developers are already constructing infrastructure for the City with significant job and workforce requirements and protections, and meet all City imposed requirements for the completion of this work as set forth in the applicable development agreement, the addition of the PUC work will not pose any new or increased risk but will result in the expeditious completion of projects and other public benefits at lower cost.

It is reasonable and in the public interest for the PUC to contract directly with developers for this work, without obtaining bids and quotes from other contractors, because developers are already subject to City workforce development requirements. Every City development agreement includes a detailed workforce development program with Local Business Enterprise nondiscrimination, prevailing wage, and local hire or first source hiring requirements.

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V.6 March 16, 2017



# San Francisco Water Power Sewer

Operator of the Hetch Hetchy Regional Water System

**City and County of San Francisco**

**San Francisco Public Utilities Commission**

**Power Enterprise**

***RULES & REGULATIONS***

***GOVERNING ELECTRIC SERVICE***

**Effective May 9, 2017**

**TABLE OF CONTENTS**

I - PURPOSE AND GENERAL STATEMENT ..... 1

II - DEFINITIONS..... 1

III - CONDITIONS AND CHARACTERISTICS OF SERVICE ..... 7

    A. General ..... 7

    B. Access to Customer’s Premises ..... 7

    C. Supply, Use, and Interruption of Electric Service..... 8

    D. Changes in Use ..... 9

    E. Energy Efficiency ..... 9

IV – INITIATING OR MODIFYING ELECTRIC SERVICE ..... 9

    A. Application for Electric Service..... 9

    B. Electric Service Agreements ..... 10

    C. Commencement of Service ..... 10

    D. Nonbypassable or Departing Load Charges ..... 11

V - DEPOSITS ..... 12

    A. Deposit Requirements..... 12

    B. Deposit Amounts ..... 12

    C. Payment of Deposits ..... 12

    D. Retention and Refunds of Deposits..... 12

VI - RATES ..... 13

    A. General Information ..... 13

    B. Determining Rates for New Customers..... 13

    C. Reassessment of Applicable Rate..... 14

    D. Promotions Policy..... 14

VII - BILLS..... 15

    A. Electric Service Billing Periods..... 15

    B. Estimated Bills for Electric Service ..... 15

    C. Prorated Electric Bills ..... 15

    D. Alternative Metering for Billing Purposes..... 16

VIII - PAYMENT OF BILLS ..... 16

    A. Payment for Charges Owed..... 16

    B. When Payment is Due and Penalty for Late Payment ..... 16

    C. Disconnect Charges ..... 17

    D. Form of Payment ..... 17

    E. Underpayment ..... 17

    F. Amortization Agreements ..... 18

IX - INCORRECT BILLS AND ADJUSTMENTS ..... 18

    A. General ..... 18

    B. Bill Review Procedure..... 18

    C. Overbillings..... 19

|   |    |
|---|----|
| D. Under Billing .....  | 20 |
| E. Closed Accounts .....  | 20 |
| F. Electric Meter Inaccuracy .....  | 20 |
| G. Interest .....   | 21 |
| X - DISCONTINUANCE AND RESTORATION OF SERVICE.....  | 21 |
| A. Reasons for Discontinuance of Service .....  | 21 |
| B. Notice of Discontinuance of Electric Service for Non-Payment.....                        | 23 |
| C. Restrictions on Discontinuance of Electric Service .....                                 | 25 |
| D. Discontinuance of Service for Nonpayment of Other Types of Service.....                  | 25 |
| E. Third Party Notification .....   | 25 |
| F. Restoration of Electric Service .....  | 26 |
| G. Discontinuance of Discounts and Incentives.....  | 26 |
| XI - CHARACTERISTICS OF SERVICE .....   | 26 |
| A. Service Types .....  | 26 |
| B. Service Delivery Points .....  | 27 |
| C. Primary Electric Service Installations .....   | 27 |
| D. Load Balance.....  | 28 |
| E. Operation of Major Equipment.....  | 27 |
| F. Power Factor Correction .....  | 28 |
| G. Protective Devices .....   | 28 |
| H. Connected Load Billing and Ratings .....   | 29 |
| I. Welding Service .....  | 29 |
| J. Metering.....  | 31 |
| K. Master Metering .....  | 31 |
| XII - GENERAL CONDITIONS OF SERVICE.....  | 33 |
| A. Interference with Quality of Service .....   | 33 |
| B. Voltage Control within Special Limits.....   | 33 |
| C. Use of Motors.....   | 33 |
| D. Harmful Wave Form .....  | 33 |
| E. Transfer Switch Equipment .....  | 34 |
| F. Compliance with Codes, Ordinances, Standards, and Requirements.....                      | 34 |
| G. Disconnection for Safety, Emergencies, Maintenance, or for Customer to Perform Work .... | 34 |
| H. Customer Responsibility for Equipment and Use of Energy .....                            | 35 |
| I. Limitation of Liability.....   | 35 |
| J. Customer Responsibility for SFPUC Equipment .....  | 36 |
| XIII - GENERATING FACILITY INTERCONNECTIONS .....   | 36 |
| A. Authorization to Operate .....   | 36 |
| B. Right to Access. ....  | 36 |
| C. Compliance with Laws/Parallel Operation.....   | 37 |
| D. Curtailment and Disconnection.....   | 37 |
| XIV - MASTER ELECTRICAL INFRASTRUCTURE PLAN.....  | 38 |
| A. Need for a Master Electrical Infrastructure Plan .....                                   | 38 |

- B. Requirements of the Master Electrical Infrastructure Plan ..... 38
- C. SFPUC Use of the Master Electrical Infrastructure Plan ..... 38
- D. Joint Trenches..... 38
- XV - DISTRIBUTION AND SERVICE LINE EXTENSIONS..... 39
  - A. Distribution and Service Line Extension Agreements ..... 39
  - B. Distribution System Upgrades..... 39
  - C. SFPUC Responsibility for Distribution and Service Line Extensions..... 40
  - D. Applicant Responsibility for Distribution and Service Line Extensions..... 40
  - E. SFPUC Fees or Expenses for Distribution and Service Line Extensions..... 41
  - F. Allocation of Costs for Distribution and Service Line Extensions..... 41
  - G. Refunds of Advance Amount through Allowances ..... 42
  - H. Cost-of-Ownership Charges..... 43
  - I. Distribution and Service Line Extensions for New Developments..... 43
  - J. Replacement of Existing Service Lines ..... 45
  - K. Excess Facilities..... 45
- XVI - SPECIAL FACILITIES AND TEMPORARY ELECTRIC LINES..... 45
  - A. Special Facilities..... 45
  - B. Temporary Electric Service Line ..... 46
- XVII - STREET LIGHTING..... 46
  - A. Public Right-of-Way..... 46
  - B. Private Street Lights ..... 47
  - C. Measuring Energy Usage at Street Lights ..... 48
- XVIII - SFPUC USE OF CUSTOMER INFORMATION ..... 48
  - A. Customer Privacy Protected..... 48
  - B. Permissible Uses of Customer Information..... 48
  - C. Third-Party Access to Customer Information..... 49
  - D. Disclosure of Energy Usage at Covered Buildings ..... 49
  - E. Disclosure Required by Judicial Process..... 49
  - F. Limitation of Liability for Disclosure of Customer Information ..... 50

APPENDICES

## **I - PURPOSE AND GENERAL STATEMENT**

These Rules govern the supply of Electric Service to the retail Customers of the SFPUC's municipal utility. They are intended to establish uniform treatment of all SFPUC Electric Customers.

Additional technical requirements for service and interconnection are set forth in the SFPUC's Electric Service Guidelines. SFPUC staff may develop and from time to time revise SFPUC's Electric Service Guidelines. The SFPUC shall post such revised guidelines on the SFPUC website (sfwater.org).

These Rules do not apply to the SFPUC's CleanPowerSF customers.

## **II - DEFINITIONS**

When capitalized, the terms identified below shall have the following definitions.

Advance Amount - Payment made by Applicant to SFPUC prior to construction of a Distribution or Service Line Extension, which Advance Amount shall include both the Refundable and Non-Refundable Costs for the Distribution or Service Line Extension. The Advance Amount can include a cash payment, the value of Substructures to be conveyed to SFPUC, or the value of Excavation to be performed by Applicant in connection with the construction of a Distribution or Service Line Extension.

Applicant - A Person, or authorized agent of same, requesting SFPUC to supply a new Electric Service or to modify an existing Electric Service. Applicant shall not include a Person requesting that an existing Electric Service be transferred to it without any modification.

Application for Electric Service - A request for new Electric Service or modification of an existing Electric Service submitted to SFPUC by an Applicant. A form Application for Electric Service is attached as Appendix A to these Rules.

Bill - Statement of money owed for products or services provided by SFPUC. A Bill can include charges for any deposit, engineering, estimating, installation, revisions to Electric Service or monthly charges for Electric Service, or any other charges described in the Rate Schedule.

Billing Date - Date on which a Customer's Bill is generated.

Billing Demand - Maximum Demand during a Billing Period used to calculate a Customer's Bill.

Billing Period - Period-of-time covered by a Bill for Electric Service, usually between 27 and 33 days.

City - City and County of San Francisco.

Commercial Allowance - The amount that SFPUC will contribute towards the installed costs of a Distribution or Service Line Extension, or a combination thereof, for Permanent Load serving a Commercial Customer. The amount of the Commercial Allowance is shown in Appendix B attached to these Rules.

Commercial Customer - Customer requiring Electric Service primarily for commercial, industrial, educational, or other business-related uses.

Commission - SFPUC's governing body.

Conductor - Electrical equipment designed to carry electric current.

Connected Load - Sum of the rated capacities, stated in Kilowatts, of all of a Customer's equipment that can be connected to a Service Line at any one time.

Consumption - Total amount of Energy and, when applicable, Demand used by a Customer as measured by the revenue meter.

Cost-of-Ownership Charge - Charge for Customer to reimburse SFPUC for SFPUC's cost of financing (if applicable), owning, and maintaining certain facilities installed by SFPUC for Customer, or by Customer and transferred to SFPUC, as shown on Appendix B to these Rules.

Covered Building - As defined in Public Resources Code § 25402.10(a)(2), a building that either has no residential utility account or has five or more active utility accounts (residential or commercial).

Cost-of-Service Factor - Annualized SFPUC-financed Cost-of-Ownership as shown on Appendix B to these Rules.

Customer - Person in whose name Electric Service is provided as evidenced by the signature on the Application, contract, agreement for that service, or in the absence of a signed instrument, by the receipt and payment of Bills regularly issued in the Customer's name, regardless of the identity of the actual user of the Electric Service.

Customer Information - Energy usage or other information that can reasonably be used to identify an individual, family, household, residence, or non-residential Customer.

Demand - The measurement (in Kilowatts) of the actual Energy usage for a metered Electric Service at a given moment. Demand is generally an average over the interval (5, 15 or 30 minutes) the meter measures.

Developer - A Person that is coordinating physical improvements to a Development.

Development - A property being newly constructed or renovated to provide residential or commercial building(s) for sale or lease.

Distribution Line - Utility-owned overhead and/or underground lines and related facilities that are operated at distribution voltages and used to provide Electric Service to Customers.

Distribution Line Extension - New, permanent Distribution Line that continues or branches off from the nearest acceptable existing permanent Distribution Line to the point of connection of the last new Service Line.

Distribution and Service Line Extension Agreement - An Agreement between SFPUC and Applicant for installation of a Distribution and/or Service Line Extension. A form Distribution and Service Line Extension Agreement is attached as Appendix C to these Rules.

Distribution System - Interconnected utility-owned overhead or underground Distribution Lines and related facilities used to supply Energy to Customers.

Easement - Document giving SFPUC the right to construct, maintain, replace, and remove SFPUC facilities and their appurtenances under, over and on dedicated strips or parcels of land; together with rights of ingress and egress for such SFPUC personnel and vehicles as are necessary to construct, maintain, replace and/or remove SFPUC facilities on any land subject to the Easement.

Electric Service - Electric Service provided to a Customer by SFPUC. Electric Service does not include service obtained from CleanPowerSF.

Electric Service Agreement - An agreement between Customer and SFPUC to provide Electric Service. A form Electric Service Agreement is attached as Appendix D to these Rules.

Energy - Total amount of electricity supplied to a Customer over a period-of-time expressed in Kilowatt-Hours.

Excavation - Removal of material, such as by means of trenching, as required to install Substructures used for a Distribution Line or Service Line Extension.

Generating Facility - All Generators, electrical wires, equipment, and other facilities owned or provided by Producer to produce electric power.

Generator - A device converting mechanical, chemical or solar energy into electrical energy, including all of its protective and control functions and structural appurtenances. One or more Generators comprise a Generating Facility.

Generator Interconnection - The physical connection of a Generating Facility in accordance with the requirements of these Rules so that Parallel Operation with the Distribution System can occur.

Generator Interconnection Agreement - An agreement between SFPUC and the Producer providing for the interconnection of a Generating Facility that gives certain rights and obligations to effect or end interconnection.

Good Utility Practice - Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired



result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Harmful Wave Forms - Wave forms that exceed IEEE Standard 519-2014, as this standard may be amended from time to time (IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems).

Kilovolt-Amperes or kVA - 1,000 volt-amperes. A volt-ampere is the basic unit of apparent power in an electric circuit, equal to the product of current and voltage at the point of measurement.

Kilowatt or kW - 1,000 Watts (W). The basic unit measure of Demand.

Kilowatt-Hour or kWh - 1,000 Watt-hours (Wh). The basic unit of measure of electric Energy consumption equal to one kW delivered or used continuously for an hour.

Load - Amount of electric power that is used by a machine or circuit as it performs its function, or any item, equipment, or entity that consumes electricity, such as a household appliance, Street Light, or an industrial electrical motor.

Master-Meter - A single meter installed at a property or service that is used to measure the total Energy consumption of multiple end-users.

Maximum Demand - The measure (in Kilowatts) for the interval with the highest Demand during a specified time period and, if applicable, Time-of-Use period.

Multiple Dwelling Unit - Apartment building, duplex, court group, or any other group of residential units located upon a single premises or lot.

Net Revenue - Portion of total revenues received by SFPUC for Electric Service to Customer's Load that support SFPUC's Distribution Line Extension costs. Net revenue does not include revenues used by SFPUC to support generation, transmission, public purpose program.

Nonbypassable or Departing Load Charges - Those charges that PG&E may recover from a Customer departing from PG&E electric service pursuant to California law.

Non-Refundable Cost - Estimated value of any Excavation, Substructures, riser materials on utility poles, and Protective Structures installed by either Applicant or SFPUC for a Distribution or Service Line Extension.

Parallel Operation - The simultaneous operation of a Generator while interconnected with the Distribution System, whether the Generator's output is consumed by Customer or there is a net delivery to the Distribution System. Parallel Operation includes only those Generating Facilities that are interconnected with the Distribution System for more than 60 cycles (one second).

Permanent Load - Load that in the opinion of SFPUC is perpetual and established. Permanent Load can include Load that is intermittent or seasonal in nature. In making a determination whether Load is Permanent Load, SFPUC will consider:

- a. Whether construction is about to proceed or has proceeded.
- b. Whether Applicant has obtained building permits or signed sales contracts.
- c. Other relevant evidence of occupancy or anticipated electrical usage submitted by Applicant.

Person - Individual, company, partnership, association, joint stock company, trust, corporation, or governmental entity.

PG&E - Pacific Gas and Electric Company.

Power Factor - Fraction of power in a circuit actually used by Customer's electric equipment compared to the total apparent power supplied. Also, the ratio of real (or "active") power (kW) to apparent power (kVA). Power Factor is usually expressed as a percentage. When the Power Factor equals 100 percent, all consumed power produces useful work.

Premises Wiring - Interior and exterior wiring, together with all of their associated hardware, fittings, and wiring devices, both permanently and temporarily installed, extending from the Service Delivery Point to points of electrical energy service, such as outlets, devices, equipment, appliances, etc.

Primary Electric Service - Electricity supplied from the Distribution System to: (a) a single Customer substation; or (b) directly to a single Customer at primary voltage and without transformation.

Producer - An entity that seeks to or does interconnect a Generating Facility to the Distribution System. A Producer may or may not own or operate the Generating Facility, but is responsible for the rights and obligations related to the Generating Facility pursuant to these Rules and if applicable a Generator Interconnection Agreement.

Protective Structures - Fences, retaining walls, posts, barricades, sound barriers or other structures as required by SFPUC to protect its equipment.

PV Generation System - Roof, building or ground-mounted arrays of photovoltaic cells that convert sunlight directly into electric power.

Rate Schedule - SFPUC's Rates Schedules & Fees for Water Power and Sewer Service, as may be amended by the Commission from time-to-time.

Refundable Cost - The difference between SFPUC's estimated cost for installing eligible cabling, switches, meters, or Transformers for a Distribution or Service Line Extension and any applicable Residential Allowance or Commercial Allowance.

Residential Allowance - The amount that SFPUC will contribute toward the installed costs of a Distribution or Service Line Extension, or a combination thereof, for Permanent Load serving a Residential Customer. The amount of the Residential Allowance is shown in Appendix B attached to these Rules.

Residential Customer - Customer requiring Electric Service primarily for domestic purposes.

Rules - These SFPUC Rules & Regulations Governing Electric Service, as approved by the Commission and as may be amended from time-to-time.

Secondary Electric Service - Electricity supplied from a utility-owned secondary distribution Transformer used to provide Electric Service to Customers, typically, at 480 volts or lower.

Service Delivery Point - Location where the Service Line is connected to the Premises Wiring.

Service Line - The permanent overhead and/or underground Primary Electric Service or Secondary Electric Service facilities extending from SFPUC Distribution System to the Service Delivery Point, including utility-owned Conductors, service Transformers, meters, and other equipment.

Service Line Extension - New Service Line extending from the Distribution System to a Service Delivery Point.

SFDBI - San Francisco Department of Building Inspection.

SFPUC - San Francisco Public Utilities Commission.

Special Facilities - Any one of the following: (a) utility-owned facilities requested by Applicant in addition to or in substitution for standard facilities SFPUC would normally install or cause to be installed for delivery of Electric Service at one point, through one meter, at one voltage class; or (b) a pro rata portion of any utility-owned facilities requested by Applicant to be allocated for its sole use that would not normally be allocated for such sole use; or (c) facilities used to serve load that is not Permanent Load.

Street Light - A light mounted on a pole and constituting one of a series of lights spaced at intervals along a private or public right-of-way. Where applicable, Street Light includes lights directed to the sidewalk portion of a private or public right-of-way.

Street Light Interim Electric Service Agreement - An agreement between a Developer and SFPUC in which SFPUC will provide Electric Service to Developer-owned street lights prior to their acceptance by the City. A form Street Light Electric Service Agreement is attached as Appendix E to these Rules.

Street Light Electric Service, Operation, and Maintenance Agreement - An agreement between a Customer and SFPUC in which SFPUC will provide Electric Service and operate and maintain Customer-owned Street Lights. A form Street Light Electric Service, Operation, and Maintenance Agreement is attached as Appendix F to these Rules.

Sub-Meter - A meter that is located downstream from a Master-Meter.

Substructures - Facilities that are used to contain Distribution or Service Line Extensions, whether those structures are installed at the surface or below ground, including conduits, splice boxes, pull boxes, vaults, foundations, and pads for surface-mounted Transformers.

Subtractive Metering - Calculating consumption by subtracting values from Sub-Meters from values on a Master-Meter.

Temporary Electric Service Line - Service Lines that are energized for a short duration only, generally less than three years, or are planned for removal at the end of a construction project.

Time-of-Use - Method of Energy Use pricing in which the rate for Energy Use varies depending on the time of day and the season.

Transformer - A device that changes the voltage of electricity.

### **III - CONDITIONS AND CHARACTERISTICS OF SERVICE**

#### **A. General**

By accepting Electric Service from SFPUC, Customer agrees to abide by these Rules, any other SFPUC requirements concerning Electric Service including but not limited to the SFPUC Electric Service Guidelines, and the Rate Schedule.

#### **B. Access to Customer's Premises**

1. Customer grants SFPUC all necessary permission to enter Customer's premises to install, operate, maintain and, if necessary, modify any part of the Distribution System, Service Lines, or meters on Customer's premises.

2. SFPUC may enter Customer's premises at all reasonable times for any purpose in connection with SFPUC's provision of Electric Service including, but not limited to, installing, reading, inspecting, testing, operating, maintaining, repairing, replacing, or removing any part of the Distribution System, Service Lines, or meters, to verify rate applicability of the Customer's Electric Service, or for vegetation management. Customer will be responsible for taking corrective action whenever SFPUC determines that its access to Customer's property has been impaired.

3. Any Customer that is not the owner of the premises where Customer is to receive Electric Service from SFPUC shall be solely responsible for obtaining from applicable

third parties all necessary rights, permissions, access to rights-of-way, Easements, leases, licenses, and/or permits, in a form satisfactory to the SFPUC and without cost to SFPUC, to enable SFPUC to obtain access to the premises. This requirement shall apply any time a part of the Distribution System or Service Line used to provide Electric Service to Customer is on property owned by third parties.

4. SFPUC may require Customer or property owner to grant SFPUC an Easement when SFPUC seeks to install a Distribution Line on Customer's or owner's property. When required, Customer or owner will provide SFPUC with an Easement at no cost to SFPUC. Customer/owner will retain the services of a licensed civil engineer or surveyor to prepare the legal description and Easement drawings for submittal to SFPUC for approval prior to SFPUC supplying Electric Service at the property. Customer/owner will be responsible for maintenance and repair of all Easement areas.

C. Supply, Use, and Interruption of Electric Service

1. Electric Service will be supplied only under and in accordance with these Rules and the currently approved applicable Rate Schedule.

2. Customer may use Electric Service only for purposes specified in the Application, Electric Service Agreement, and/or applicable Rate Schedule.

3. Customer acknowledges that SFPUC does not guarantee continuity or sufficiency of supply of Electric Service.

4. By accepting Electric Service from SFPUC pursuant to these Rules, Customer expressly agrees that, consistent with Good Utility Practice:

a. SFPUC may undertake all repair, maintenance, extension, improvement, renewal, removal, or replacement work on Distribution System and/or Service Lines that, in its sole judgment, SFPUC deems to be necessary or prudent; subject to, to the extent practicable, such work being done at such time as will minimize inconvenience to Customers and, whenever practicable, giving Customers reasonable advance notice of such work.

b. SFPUC may undertake any actions that, in its sole judgment, are necessary or prudent to protect the performance, integrity, reliability, and stability of Distribution System or any interconnected electrical system. Such actions may occur automatically or manually, or may be taken as a result of request or instruction received from the California Independent System Operator, the reliability coordinator, the transmission operator, or another distribution utility (if applicable), to protect the performance, integrity, reliability, and stability of the State of California's electrical system.

c. SFPUC may undertake actions to conserve Energy at times of anticipated resource deficiency. Actions taken may include planned outages or reductions in voltage supplied to specific geographic areas.

D. Changes in Use

1. In order to prevent damage to Distribution System, Customer must notify SFPUC in writing in advance of any:

- a. Anticipated material increase or decrease in Maximum Demand;
- b. Change in main switch size;
- c. Installation of an electric vehicle charging station or electricity storage system; or
- d. Installation of a PV Generation System or Generator of any size.

2. Any notice under this Section will be given within sufficient time to enable SFPUC to provide any necessary facilities and adjust its Energy supply if required. A Customer that fails to notify SFPUC of changes sufficiently in advance may be liable for any charges or costs incurred by SFPUC to repair damaged facilities, reconfigure any adversely affected facilities or equipment, and/or acquire or dispose of excess Energy supply.

3. At SFPUC's request, Customer will provide the SFPUC with any revised or updated drawings, specifications, and manuals related to changes in the Premises Wiring and/or Customer's electrical equipment.

4. If such changes result in the need for improvements to the Distribution System or Service Lines, or should Customer require Special Facilities, Customer shall reimburse the SFPUC for any associated costs, in accordance with Articles XV and XVI of these Rules.

E. Energy Efficiency

The SFPUC offers energy efficiency programs for its Customers. More information can be found on the SFPUC website ([sfwater.org](http://sfwater.org)).

**IV – INITIATING OR MODIFYING ELECTRIC SERVICE**

A. Application for Electric Service

1. An Applicant for Electric Service or a Customer, if an individual, must be at least 18 years old or a fully emancipated minor, as defined by the State of California.

2. An Applicant for Electric Service must complete an Application for Electric Service and pay an applicable Advance Amount.

3. SFPUC may require an Applicant to provide a non-refundable engineering fee to start the engineering process.

4. SFPUC may require an Applicant to pay upfront for any required system studies, whether performed by SFPUC or by another distribution utility.

5. An Applicant desiring to take over an existing Electric Service shall request service from the SFPUC in the manner required by SFPUC and furnish such information as the SFPUC may reasonably require.

B. Electric Service Agreements

SFPUC may require an Applicant to enter into an Electric Service Agreement when SFPUC determines that one or more of the following conditions are present:

1. The conditions set forth in the Rate Schedule require an Electric Service Agreement.
2. Applicant's Energy requirements are unusually large or variable such that Customer would impose an unacceptable economic risk on SFPUC without an Agreement.
3. Applicant will take at least one year to complete construction of its project.
4. Applicant requests SFPUC to construct a Distribution or Service Line Extension on private streets.
5. Applicant requests that SFPUC construct a Temporary Electric Service Line.
6. Applicant owns or operates any form of electrical generation or storage equipment that Applicant intends to connect to the Distribution System.
7. SFPUC must construct Special Facilities in order to provide the requested Electric Service.
8. SFPUC grants Applicant's request to use a Master Meter and Sub-Meters in connection with its receipt of Electric Service.
9. Any other unique circumstance as determined by SFPUC in its sole discretion.

C. Commencement of Service

1. Applicant's Electric Service will commence, and Applicant will become a Customer, once the following have occurred:
  - a. All SFPUC-owned equipment and Customer-owned equipment necessary for the delivery of Electric Service have been installed and interconnected in accordance with all applicable requirements;
  - b. All electrical work has been completed, permitted by SFDBI, the Port of San Francisco, or other appropriate permitting authority, and is operational;

c. Any needed reinforcements of the Distribution System have been completed, permitted by SFDBI, the Port of San Francisco, or other appropriate permitting authority, and are operational; and

d. SFPUC has notified Customer that Electric Service is available.

2. Where SFPUC chooses to obtain services from another distribution utility to provide Electric Service to Applicant, in addition to fulfilling the requirements of Section IV.C.1, Applicant's Electric Service will commence once all of the following have occurred:

a. The other utility has installed and allowed SFPUC to interconnect with any of the other utility's facilities, including upgraded facilities, which are necessary for SFPUC to provide Electric Service to Applicant;

b. When required by SFPUC, Applicant has executed an agreement granting SFPUC control of certain of Applicant's facilities that may be necessary for SFPUC to provide Electric Service; and

c. Except where SFPUC agrees otherwise, Applicant has paid any service initiation fee required by another distribution utility and paid for any new facilities required by SFPUC or the other distribution utility to obtain distribution service from such other distribution utility.

3. Electric Service to a Customer taking over an existing Electric Service will commence once all of the following have occurred:

a. SFPUC has received from Customer such information reasonably requested by SFPUC in accordance with Section IV. A.4;

b. SFPUC has received any deposit required by SFPUC pursuant to Section V;

c. SFPUC has secured any resources or services from another distribution utility needed to provide Electric Service pursuant to Section IV.C.2; and

d. SFPUC has informed Customer that Electric Service is available.

4. SFPUC may require an Applicant to pay an additional Advance Amount and Cost-of-Ownership Charges where an Applicant for residential Electric Service does not commence taking service within six months of receiving notice from SFPUC that such service is available, or an Applicant for commercial Electric Service does not commence taking service within 12 months of receiving such notice.

5. If Applicant-caused delays in taking service require SFPUC to incur additional charges from another distribution utility SFPUC may recover such charges from Applicant.

D. Nonbypassable or Departing Load Charges

Customer shall be solely responsible for any Nonbypassable or Departing Load Charges imposed on Customer by PG&E.



**V - DEPOSITS**

A. Deposit Requirements

1. SFPUC may require a new Customer to post a deposit where Customer fails to do any of the following:

- a. Establish a satisfactory credit history;
- b. Otherwise establish credit to SFPUC's satisfaction; or
- c. Provide SFPUC with a satisfactory guarantor to secure payment of SFPUC

Bills.

2. SFPUC may require an existing Customer to post a deposit to continue to obtain Electric Service if:

- a. Customer fails to pay a Bill for Electric Services rendered; or
- b. There have been material changes in either the Customer's conditions of Electric Service or the basis on which SFPUC originally extended credit.

3. The General Manager of the SFPUC may designate in writing a class of Customer that is not required to post a deposit.

B. Deposit Amounts

1. Deposits for Electric Service will be equivalent to two-month's average Electric Service charges.

2. Upon Customer's request, SFPUC will review the amount of Customer's deposit used to establish credit.

C. Payment of Deposits

1. Deposit methods shall be the same as acceptable payment methods contained in Section VIII.D.

2. If SFPUC requires a deposit to restore Electric Service after SFPUC has discontinued service for nonpayment of charges, SFPUC will add the deposit to Customer's next regular monthly Bill. Customer must pay the full amount of the deposit by the due date for Electric Service to continue.

D. Retention and Refunds of Deposits

1. SFPUC will retain Customer's deposit for a minimum of one year, subject to Section VIII.D.4.

2. SFPUC reserves the right to retain a deposit for longer than one year if SFPUC determines such deposit is required to continue to secure payment for Electric Service. In such a case, SFPUC may retain the deposit until SFPUC in its sole discretion determines that the deposit is no longer necessary to secure payment of SFPUC Bills.

3. SFPUC will pay interest on deposits at the rate recommended by SFPUC's Business Services.

4. SFPUC will refund Customer's deposit when one of the following has occurred:

- a. Customer has timely paid all SFPUC Electric Bills for one year.
- b. SFPUC has otherwise determined that the Customer has established good credit so a deposit is no longer required.
- c. Electric Service has been discontinued and Customer has paid all outstanding Bills.

5. Where a refund of a deposit is due to Customer, SFPUC will first apply the refunded deposit to any amounts due to SFPUC and will advise Customer of such refund in the Bill.

6. In the event of Electric Service discontinuation, SFPUC will first apply the refund to any amounts due SFPUC for services rendered before issuing a check payable to Customer for any remaining amounts.

## **VI - RATES**

### **A. General Information**

The rates charged by SFPUC for Electric Service shall be in accordance with the applicable rate in the Rate Schedule.

### **B. Determining Rates for New Customers**

1. SFPUC will generally assign a new Customer a rate based on the class of Electric Service requested in the Application.

2. Where the applicable rate for a new Customer cannot be determined, SFPUC may assign a new Customer a temporary rate until Electric Service qualification parameters for the applicable rate are met.

3. Where: (a) a new Customer is occupying premises used by an existing SFPUC Customer; or (b) an existing SFPUC Customer is moving to a different location, SFPUC may use

historical usage data at the premises or Customer's usage at its previous location to assign a temporary rate.

4. Should a Customer qualify for more than one rate Customer may request SFPUC's assistance to select the appropriate rate. In the absence of a request, SFPUC shall assign Customer the applicable rate based on available information.

C. Reassessment of Applicable Rate

1. Once in every twelve-month period Customer may request that SFPUC reassess Customer's qualification for a particular rate.

2. SFPUC may waive the twelve-month requirement set forth above under the following circumstances:

a. The Commission has approved a new rate that applies to Customer; or

b. Customer's operating conditions have changed sufficiently to warrant a change in applicable rate.

3. SFPUC may refuse to reassess Customer's rate where Customer and SFPUC have entered into an Electric Service Agreement that established a specific rate, unless the agreement specifies the terms and conditions for SFPUC to reassess the applicable rate.

4. Changes to Customer's rate will take effect on the first day of the next Billing Period after approval of Customer's request to change the rate unless:

a. A newly approved rate in the Rate Schedule states otherwise;

b. An agreement between SFPUC and the Customer states otherwise;

c. Changes to SFPUC's Service Lines or Customer's Premises Wiring are required for Customer to change its rate; or

d. Any metering equipment required for the change in rate has not been installed. In those cases, the change in rate will take effect on the date stated in the Rate Schedule or agreement or the date the necessary equipment has been installed.

D. Special Rates and Waivers

1. SFPUC may use promotions as part of its Customer acquisition strategy. These promotions may include reduced rates (on either a temporary or permanent basis), defrayment of costs for necessary Distribution Line or Service Lines Extensions, waiver of charges, and/or other incentives or activities that SFPUC deems appropriate, so long as the acquisition of the Customer with the promotion would be beneficial to the SFPUC and its other Customers.
2. SFPUC may offer low income or other special rates as approved by the Commission or otherwise allowed under the SFPUC rate policies.

## **VII - BILLS**

### **A. Electric Service Billing Periods**

SFPUC will render Bills for Electric Service at regular monthly intervals after commencement of Electric Service except as set forth below:

1. Customers receiving Electric Service for ten days or less in their initial Billing Period will have the Energy consumed during this period added to their first Bill.
2. Customers terminating Electric Service will receive a closing Bill based on a Billing Period determined by the number of days from the last regular monthly Billing Date to the date Customer's account is closed.

### **B. Estimated Bills for Electric Service**

1. Should SFPUC be unable to read a Customer's meter on the scheduled reading date for reasons beyond SFPUC's control SFPUC's Bill may be based on Customer's estimated Energy usage or Billing Demand during the Billing Period.
2. SFPUC will base Customer's estimated Energy usage or Billing Demand on Customer's prior usage, if available, or on Customer's installed electrical equipment, facility size, type of business and/or class of service. SFPUC's determination as to any estimated Energy usage or Billing Demand will be final.
3. If SFPUC can obtain an actual reading, SFPUC will include any necessary adjustments to prior estimated Energy usage or Billing Demand in the first regularly scheduled Bill following the estimated bill. If consecutive estimates of a Customer's Energy usage or Billing demand have been made SFPUC will make any adjustments for accumulated underestimates or overestimates on a net basis.

### **C. Prorated Electric Bills**

1. Where the Billing Period is less than 27 days or more than 33 days, the Bill may be prorated.

2. Monthly charges will be prorated based on proportion of days in the Billing Period relative to an average month. Energy charges, where possible, will be based on actual meter reads for the period but, in cases where a read is unavailable, estimated usage will be based on average daily usage.

3. Applicable taxes, one-time charges, and other fees are not subject to proration. They will be computed and added to the final total.

D. Alternative Metering for Billing Purposes

1. For billing purposes, each meter on Customer's premises will be considered separately. Readings of two or more meters will not be combined as equivalent to measurement of one meter except as may be authorized by SFPUC, in certain cases, such as when a PV Generation System is present.

2. Customers may not use Subtractive Metering to calculate charges for other Energy users without SFPUC's prior approval in writing and upon a showing that no feasible or prudent alternative exists.

## **VIII - PAYMENT OF BILLS**

A. Payment for Charges Owed

1. Customer is responsible for payment of all charges for Electric Service provided and for all services performed by SFPUC to supply Electric Service.

2. Where Applicant has applied for a new Electric Service, or modified an existing Electric Service, SFPUC will send Bills to the Person(s) identified in the Application for Electric Service as the Person(s) to receive the Bill.

3. Where Applicant is taking over an existing Electric Service, SFPUC will send Bills to the Person(s) identified in the request for Electric Service as the Person(s) to receive the Bill.

4. Where Applicant has identified two or more Persons as the Persons to receive the Bill, they will be jointly and severally liable for payment of the Bill.

B. When Payment is Due and Penalty for Late Payment

1. Bills presented by SFPUC are payable on the due date set forth therein. Bills are past due if SFPUC does not receive payment in full by the due date.

2. In the event that Customer does not pay its Bill by the due date, SFPUC may impose a late payment penalty in accordance with the Rate Schedule.

C. Disconnect Charges

1. If SFPUC sends out a 48-hour notice of disconnection for nonpayment of Customer's Bill, SFPUC may charge a 48-hour notice fee in accordance with the Rate Schedule.

2. In the event SFPUC dispatches personnel to Customer's premises to disconnect Electric Service at the meter, SFPUC will charge Customer a field action charge in accordance with the Rate Schedule.

3. If, at its sole discretion, SFPUC determines it is necessary and appropriate to disconnect Customer's Electric Service at the utility pole or underground service entrance SFPUC will charge Customer a pole or underground disconnection and/or reconnection fee in accordance with the Rate Schedule.

4. Customer whose Electric Service has been disconnected will be required to pay an Electric Service turn on fee in accordance with the Rate Schedule. If Customer requests that SFPUC restore its Electric Service after SFPUC's normal business hours SFPUC will require Customer to pay an additional fee in accordance with the Rate Schedule.

D. Form of Payment

1. Customer may make payment to SFPUC in cash, by check, money order, certified check, or credit card. Electronic funds transfers and debit card payments may also be available. However, SFPUC will not accept credit card payments from a Customer after SFPUC has issued a notice of discontinuance for nonpayment of Electric Bills.

2. Checks remitted by Customer in payment of Bills are conditionally accepted and are subject to verification of funds. A Customer whose check has been refused for payment by Customer's financial institution will be assessed a return check charge in accordance with the Rate Schedule.

3. SFPUC may require Customer to submit payment in cash or certified check if SFPUC determines that Customer's payment record is unsatisfactory.

E. Underpayment

In the event Customer's tender of payment is for less than the full amount owed on a Bill, SFPUC will apply the partial payment first to the charges for Electric Service that are delinquent, next to any outstanding charges for actions taken by SFPUC to terminate, discontinue, restore or reconnect Electric Service, and finally to any current Bill.

F. Amortization Agreements

1. Any Customer that is unable to pay in full any SFPUC Bill may request that SFPUC enter into an amortization agreement with Customer to enable Customer to pay any past-due amounts over an extended period of time.
2. The amortization agreement shall be for a period not to exceed twelve months and shall include the unpaid balance of any Bill asserted to be beyond the means of Customer to pay within the normal period for payment.
3. Unless specifically stated otherwise in the amortization agreement charges accruing in subsequent Bills will not be included in the amortization agreement and will be subject to the normal discontinuance of Electric Service process outlined in these Rules.

**IX - INCORRECT BILLS AND ADJUSTMENTS**

A. General

1. SFPUC will adjust any Bills that SFPUC determines after investigation do not reflect correct charges for Electric Service actually rendered to Customer in accordance with the applicable rate.
2. In no case will adjustments exceed a period that is more than three years from the date the error was brought to the attention of SFPUC. Shorter time frames may be applicable as set forth below.

B. Bill Review Procedure

1. To dispute the correctness of a Bill, Customer must notify SFPUC in writing as soon as practicable. Customer shall include in the notice of dispute an explanation of the dispute.
2. Customer that has disputed a Bill must remit payment for any undisputed portion of the Bill. In addition, any subsequent undisputed Bill will be payable upon presentation.
3. SFPUC will investigate Customer's disputed Bill and respond promptly in accordance with Section IX.B. In order to review the dispute, SFPUC may request that Customer provide copies of payment receipts, other proof of payment, or other information related to Customer's Energy usage.
4. After review, SFPUC will determine whether the disputed Bill is correct or incorrect and provide Customer with an explanation of the reasons for SFPUC's determination.

5. If SFPUC determines that Customer is owed a refund, SFPUC will credit the amount due Customer on Customers' next Bill.

6. If SFPUC determines that the Bill is correct, or that some other amount is due SFPUC, SFPUC shall advise Customer: (a) whether SFPUC will agree to an amortization period to pay any unpaid balance; or (b) the date when the Customer must pay the unpaid balance of the Bill in full.

7. If Customer agrees with SFPUC's determination, but fails to enter into an amortization agreement or timely pay the amount due, SFPUC may discontinue Customer's Electric Service.

8. If Customer disagrees with SFPUC's determination, Customer may appeal the determination to the Commission. If Customer does not file an appeal, SFPUC may discontinue Customer's Electric Service if Customer fails to pay the amount SFPUC has determined is due.

9. If Customer appeals SFPUC's determination to the Commission, SFPUC will not discontinue Customer's Electric Service while the appeal is pending. Once the Commission issues a decision regarding Customer's appeal, SFPUC may discontinue the Electric Service if Customer fails to pay any amount the Commission has determined is due.

C. Overbillings

1. SFPUC will correct an over-billing error for the actual time period of the overbilling up to a maximum of three years from the date the error was determined to have started or, if the start date cannot be accurately determined, the date Customer or SFPUC reported the error to the other.

2. When SFPUC has determined that there has been an over-billing error, Customer may choose to take an account credit for the overbilling or obtain a refund from SFPUC.

D. Under Billing

1. If SFPUC has undercharged a Residential Customer due to a billing error, SFPUC may bill Customer for such undercharges for maximum of three months from the date the error was determined to have started or, if the start date cannot be accurately determined, the date Customer or SFPUC reported the error to the other.

2. If SFPUC has undercharged a Commercial Customer due to a billing error, SFPUC may bill Customer for such undercharges for a maximum of three years from the date the error was determined to have started or, if the start date cannot be accurately determined, the date Customer or SFPUC reported the error to the other.



3. Adjustments for under billing will be included in the first Bill issued to Customer after the under-billing has been discovered. While that amount will be due and owing on presentment, at Customer's request SFPUC will amortize the amount of the under billing over a similar period-of-time for which the under billing occurred.

E. Closed Accounts

1. Closed accounts with a credit balance less than \$5.00 will not be refunded to Customer unless specifically requested by Customer.

2. Closed accounts with a debit balance of less than \$5.00 will not be pursued for collection.

F. Electric Meter Inaccuracy

1. SFPUC may periodically test its meters for accuracy. Any Customer that has reason to believe a meter is inaccurate may request that SFPUC test the meter once in a twelve-month period at no charge. SFPUC may charge the Customer for any subsequent meter tests in accordance with the Rate Schedule.

2. Should SFPUC determine during a test that a meter is inaccurate the following shall occur:

a. If the meter is found to be more than two percent fast, SFPUC will refund to Customer the overcharges based on the corrected meter readings. The refund period will not exceed six months unless the date the error began can be accurately determined. If the date the error began can be determined, the refund period will begin on the occurrence date for a maximum of three years.

b. If SFPUC finds that a Residential Customer's meter is more than 25 percent slow, SFPUC may include in Customer's next Bill a charge for Energy estimated to have been consumed but not previously billed to Customer. This charge will not exceed three months.

c. If SFPUC finds that a Commercial Customer's meter is more than two percent slow, SFPUC may include in Customer's next Bill a charge for Energy estimated to have been consumed but not previously billed to Customer. This charge will not exceed three months unless the date of error can be accurately determined. If the date the error began can be determined, SFPUC may charge Customer back to the date of the occurrence for a maximum of three years.

d. Any Bill including additional charges to account for an inaccurate meter will be due and owing on presentment. At Customer's request, SFPUC will amortize the

amount due over a period-of-time similar to the period over which Customer has incurred additional charges.

G. Interest

1. SFPUC may charge Customer interest on amounts owed for nonpayment of Bills.
2. SFPUC will not pay interest on refunds for overbillings or charge Customer interest on charges for under billings.

**X - DISCONTINUANCE AND RESTORATION OF SERVICE**

A. Reasons for Discontinuance of Service

1. Customer Request

a. Customer may discontinue Electric Service by giving SFPUC at least two business days' notice and stating the date on which the discontinuance is to become effective.

b. Where SFPUC is providing Electric Service to a Multiple Dwelling Unit, and the discontinuance may deprive residential tenants of Electric Service, Customer must give written notice to SFPUC and all residential tenants at least ten business days before the date discontinuance is to become effective. SFPUC will not discontinue service before expiration of the specified period of notice.

c. Customer discontinuing Electric Service shall be responsible for all Energy usage at the premises until the requested date of discontinuance, or until expiration of the required period of notice, whichever is later.

2. Payment or Credit Issues

SFPUC may discontinue Customer's Electric Service, or refuse to restore Electric Service, for the following reasons:

a. For nonpayment of Bills, provided that a written notice of discontinuance of service for nonpayment of Bills has been issued; or

b. Customer has not paid a requested credit deposit or has a closed an SFPUC Electric Service account with an unpaid balance.

3. Unsafe Use of Electrical Service

SFPUC may discontinue Customer's Electric Service, or refuse to restore Electric Service, without notice to Customer, if SFPUC, or a governmental agency authorized to enforce laws, ordinances, or regulations, finds that:

- a. Any part of Customer's Premises Wiring or equipment, or use thereof, is either unsafe or in violation of any law or code;
- b. Customer is using equipment that adversely affects SFPUC's Electric Service to other Customers; or
- c. Customer is using electrical equipment that could be detrimental to the Distribution System.

4. Unauthorized Use of Electrical Service

SFPUC may discontinue Customer's Electric Service, or refuse to restore Electric Service, if SFPUC determines that:

- a. Customer has been using Electric Service for any purpose other than that disclosed in the Application;
- b. Customer's actions or the condition of affected premises are such as to indicate theft, diversion, an intent to defraud SFPUC; or
- c. Customer has been tampering with the meter or any of SFPUC's equipment or facilities.

5. No Access to Customer's Premises

SFPUC may discontinue Customer's Electric Service, or refuse to restore Electric Service, if:

- a. SFPUC determines that Customer has vacated the premises without notifying SFPUC; or
- b. Customer has unreasonably denied SFPUC access to any SFPUC equipment or facilities on Customer's premises or to any Customer facilities connected to the Distribution System or Service Lines.

6. Failure to Fulfill Contractual Obligations

If SFPUC determines that Customer has failed to comply with any contract between Customer and SFPUC, SFPUC will serve Customer with written notice of such failure. If Customer does not remedy the situation in the time required by the notice, SFPUC may discontinue Electric Service.

7. Intermittent Use of Electricity

- a. If SFPUC determines that Customer's intermittent use of electricity adversely affects other Customers, SFPUC may discontinue Customer's Electric Service unless, at the direction of SFPUC, Customer either: (i) discontinues use of any intermittently operated

equipment; or (ii) provides and pays for corrective measures necessary to mitigate voltage impacts from Customer's intermittent use of electricity to a level deemed reasonable by SFPUC.

b. If Customer's intermittent use of electricity results in another distribution utility notifying SFPUC that its service will be terminated, SFPUC shall notify Customer that Customer's Electric Service will be terminated within 15 days unless Customer authorizes SFPUC, at Customer's expense, to take such steps as the other distribution utility requires for the Customer to maintain service.

B. Notice of Discontinuance of Electric Service for Non-Payment

1. Commercial Customers

a. Before discontinuing Electric Service to a Commercial Customer for non-payment SFPUC will make good-faith effort to give written notice of discontinuance of Electric Service not less than 48 hours before the date discontinuance is to become effective. Notice may be by telephone, personal contact with an adult at Customer's premises, or by issuance of a written notice of discontinuance of Electric Service delivered to Customer's premises by mail or hand delivery. If notice is mailed, SFPUC will allow five days for the delivery of the notice. Hand delivered notices will be delivered at Customer's premises at least 48 hours prior to discontinuance.

b. SFPUC will suspend discontinuance of Customer's Electric Service, or restore Customer's Electric Service if already discontinued, if Customer pays any past-due amounts.

2. Residential Customers

a. Before discontinuing Electric Service to a Residential Customer for non-payment SFPUC will issue a written notice of discontinuance of Electric Service at least ten days prior to the proposed discontinuance by means of a notice mailed to the Customer billed for Electric Service. Such notice will not be sent until at least 19 days have elapsed from the date of mailing of SFPUC's Bill. The ten-day period shall not commence until five days after the mailing of the notice.

b. SFPUC shall also make a reasonable attempt to contact an adult person residing at Customer's premises by telephone or personal contact at least 24 hours prior to any discontinuance of Electric Service. If telephone or personal contact cannot be accomplished, SFPUC shall give notice of termination of service at least 48 hours prior to termination by mail, in person, or by posting a notice in a conspicuous location at the Customer's premises.

c. SFPUC's notice of discontinuance of Electric Service shall state at the top in bold face type "Notice of Discontinuance of Electric Service" and shall include the following information: (i) Customer's name and address; (ii) the amount of the delinquency; (iii) the date by which payment or arrangements for payment is required in order to avoid discontinuance;

(iv) how Customer may initiate a complaint or request an investigation concerning Electric Service or charges; (v) that Electric Service will not be discontinued during SFPUC's investigation of Customer's complaint; (vi) how Customer may request an extension of time to pay or amortize any unpaid charges; (vii) how Customer may obtain information on the availability of financial assistance; and (viii) the name, telephone number, and email address of an SFPUC representative who can provide Customer with additional information concerning the notice or institute arrangements for payment.

d. If SFPUC has entered into an amortization agreement with Customer, and Customer fails to comply with such agreement, SFPUC may terminate Electric Service only after giving notice to Customer at least 48 hours prior to termination of the conditions Customer must meet to avoid termination.

### 3. Residential Master-Meter Customers

Where SFPUC is providing Electric Service to residential occupants through a Master-Meter in a Multiple Dwelling Unit, a mobile-home park, or permanent residential structure in a labor camp, as defined in Section 17008 of the California Health and Safety Code, and the owner, manager, or operator of the Multiple Dwelling Unit, mobile-home park, or permanent residential structure in a labor camp is listed as Customer:

a. SFPUC will not terminate Electric Service to residential occupants for non-payment of Bills: (i) during the pendency of an SFPUC investigation of a Customer dispute or complaint; (ii) if Customer has been granted an extension of the period for payment of a Bill; (iii) if Customer's indebtedness is to a City agency other than the SFPUC; (iv) if a delinquent account relates to another property owned, managed, or operated by Customer; and (v) if a public health or building officer certifies that termination would result in a significant threat to the health or safety of the residents.

b. SFPUC shall make every good faith effort to inform the residential occupants by means of a written notice posted on the door of each residential unit at least 15 days prior to termination that the account is in arrears and that Electric Service will be terminated on a date specified in the notice. The notice required under this Section shall be in English and the languages listed in California Civil Code § 1632.

c. Where it is not reasonable or practicable to post the notice on the door of each residential unit SFPUC shall post two copies of the notice in each accessible common area and at each point of access to the structure or structures. The notice shall inform the residential occupants that they have the right to become SFPUC Customers to whom the Electric Service will then be billed without being required to pay the amount due on the delinquent account. The notice also shall: (i) specify what residential occupants are required to do in order to prevent the termination of, or to reestablish, Electric Service; (ii) state the estimated monthly cost of Electric Service; (iii) identify an SFPUC contact person; and (iv) provide the address and telephone number of a qualified legal services project.

C. Restrictions on Discontinuance of Electric Service

SFPUC will not discontinue Electric Service for nonpayment of a Bill for Residential Electric Service under the following circumstances:

1. On any Saturday, Sunday, City legal holiday, or at any time SFPUC's business offices are closed to the public.
2. When a licensed physician has certified that that to do so could be life threatening, Customer is disabled, or Customer is over 70 years old; provided Customer is both (a) financially unable to pay for service within the normal payment period, and (b) willing to enter into an amortization agreement with respect to all charges that Customer was unable to pay prior to delinquency.
3. When Customer has paid any past-due amounts, initiated a complaint, or requested an investigation within five days of receiving a disputed Bill.
4. When, within 13 days of mailing of a notice of discontinuance of Electric Service: (a) Customer has requested an extension of the payment period of a Bill asserted to be beyond the means of Customer to pay in full during the normal period for payment; and (b) SFPUC has not completed a review of the complaint, investigation, or request.
5. When Customer is complying with an amortization agreement and keeping its account current as charges accrue in each subsequent Billing Period.

D. Discontinuance of Service for Nonpayment of Other Types of Service

SFPUC may discontinue a Customer's Electric Service for nonpayment of Bills for other types of SFPUC services provided to Customer, such as water or wastewater service.

E. Third Party Notification

1. Customer may designate a third party to receive a copy of all Customer billing or other information and/or notice of any matter affecting the provision of Electric Service to Customer. A form Authorization to Provide Customer Information to a Third Party is attached as Appendix G to these Rules.
2. Where Customer has properly designated a third party to receive notice SFPUC will attempt to notify the person designated by Customer that Customer's account is past due and subject to discontinuance of Electric Service. The notice shall advise the third party of the steps Customer must take to avoid discontinuance.
3. Should SFPUC have reason to believe that Customer is unable to comprehend the impact of a discontinuance of Electric Service SFPUC will consider an appropriate "social

agency” to be the third party. A “social agency” is any entity that has a primary purpose of helping individuals locate assistance or providing assistance directly to individuals.

F. Restoration of Electric Service

SFPUC will restore Customer’s Electric Service when:

1. The causes of the discontinuance, if other than non-payment of Bills, have been removed or remediated;
2. Payment of all past-due Bills and other charges or deposits due from Customer have been made; and/or
3. SFPUC and Customer have entered into an amortization agreement with respect to all charges that Customer was unable to pay prior to delinquency.

G. Discontinuance of Discounts and Incentives

SFPUC reserves the right to discontinue any discounts or incentives if Customer receives more than two delinquency notices in any twelve consecutive Billing Periods.

**XI - CHARACTERISTICS OF SERVICE**

A. Service Types

The type and voltage of Electric Service offered by SFPUC at a particular location shall be determined by SFPUC. SFPUC does not provide either direct current or two-phase service. Service may be provided at the following distribution voltages:

1. Single phase 120/240 volt, 3 wire;
2. Single phase 120/208 volt 3 wire;
3. Three phase 120/208 volt, 4 wire;
4. Three phase 120/240 volt, 4 wire;
5. Three phase 277/480 volt, 4 wire;
6. Three phase 12,000 volt, 3 wire; and
7. Three phase 34,500 volt, 3 wire.

B. Service Delivery Points

1. Electric Service shall be delivered to a single Service Delivery Point, at a single voltage level, and as measured through one electric meter. SFPUC may require Customer to receive service at the voltage supplied to other Customers in the area.

2. Requests for more than a single Service Delivery Point, at the same voltage or another voltage, will be considered by SFPUC on a case-by-case basis

C. Primary Electric Service Installations

1. SFPUC may determine that Electric Services greater than 4,000 amperes at 480 volts, or a minimum Demand load requirement of 1,000 kVA, shall be a Primary Electric Service.

2. The SFPUC must approve the design of all Service Lines used to receive Primary Electric Service before providing Electric Service. Applicant must notify SFPUC during preliminary design of such Service Lines.

D. Load Balance

Customer must balance its Demand loading between two phases of single-phase service and all three phases of three-phase service. Ampere differences between sides, or phases, shall not be above ten percent (10%) or 50 Amperes (whichever is greater). It is Customer's responsibility to stay within these limits.

E. Operation of Major Equipment

1. Customer shall not start and stop major electric equipment such as pumps and motors in a manner that causes voltage fluctuations that adversely affects other Customers or is detrimental to the Distribution System.

2. If the starting voltage for any single piece of equipment, or pieces of equipment if started simultaneously, exceeds the limits in Table I Customer shall use reduced voltage starters or other means of limiting voltage fluctuations to acceptable levels.

3. If SFPUC determines that Customer's major electrical equipment starts are causing unacceptably large voltage fluctuations that interfere with Electric Service to other Customers SFPUC may direct Customer to install at its own expense appropriate devices to mitigate voltage fluctuations caused by major equipment starts.

4. If Customer's installed pieces of major electrical equipment are designed to start automatically SFPUC may direct Customer to install at its own expense suitable time-delay devices to



stagger automatic Load connection to ensure that simultaneous start-ups do occur under any circumstances.

**Table I – Maximum Allowable Major Equipment Starting Currents**

**Alternating-Current Equipment**

| Rated Horsepower Output | Single-Phase Voltage Equipment Rating (Service Voltage) | Three-Phase Voltage Equipment Rating (Service Voltage) |         |         |
|-------------------------|---|--|---------|---------|
|                         | 240v  | 208v   | 24v     | 480v    |
| 2                       | 60 amps   | -  | -       | -       |
| 3                       | 80 amps   | 74 amps  | 64 amps | 32 amps |
| 5                       | 120   | 106  | 92      | 46      |
| 7.5                     | 170   | 146  | 127     | 63      |
| 10                      | -   | 186  | 162     | 81      |
| 15                      | -   | 267  | 232     | 116     |
| 20                      | -   | 347  | 302     | 151     |
| 25                      | -   | 428  | 372     | 186     |
| 30                      | -   | 508  | 442     | 221     |
| 40                      | -   | 669  | 582     | 291     |
| 50                      | -   | 830  | 722     | 361     |
| 60*                     | -   | -  | -       | 431     |

\* For units with rated horsepower above 60, consult SFPUC for starting requirements.

F. Power Factor Correction

Customer at its own expense must provide Power Factor correction equipment to maintain the Power Factor to no less than 95 percent at each Service Delivery Point.

G. Protective Devices

1. Customer shall install and maintain all protective devices that are necessary to safeguard its electrical equipment. SFPUC is not responsible for any loss or damage to

Customer's electrical equipment caused by Customer's failure to install and maintain suitable protective devices.

2. Customer shall coordinate its installation of and settings for protective devices with SFPUC's protective equipment to avoid service interruptions to Customer or other SFPUC Customers.

H. Connected Load Billing and Ratings

SFPUC shall determine Customer's Connected Load as follows:

a. Motors are counted at their horsepower output ratings and other devices at their nameplate input ratings in Kilowatts or Kilovolt-Ampere.

b. Welding devices are treated as specifically detailed in Section J below.

c. Conversions between horsepower, Kilowatts, and Kilovolt-Amperes shall be made on a one-for-one basis.

I. Welding Service

1. Welder Ratings

a. Horsepower ratings of motors driving a motor-generating type arc welder shall determine the horsepower rating of the welder.

b. Nameplate maximum Kilovolt-Amperes input (at rated output in amperes) shall determine the rating of transformer type arc welders.

c. Resistance welder ratings shall be determined by multiplying the welder transformer nameplate rating (at 50 percent duty cycle) by the appropriate factor listed below at 50% duty cycle:

**Table II  
Welder Ratings**

| <u>Type of Welder</u>   | <u>Nameplate Rating<br/>@ 50% Duty Cycle</u>                | <u>Factor</u>   |   |
|---|---|---|---|
|   |   | <u>SFPUC<br/>Owned<br/>Distribution<br/>Transformer</u> | <u>Applicant<br/>Owned<br/>Distribution<br/>Transformer</u> |
| 1. Rocker arm, press or<br>Projection spot  | 20 kVA or less  | 0.60  | 0.50  |
| 2. Rocker arm, press spot<br>Projection spot<br>Flash or Butt<br>Seam or Portable Gun | over 20 kVA<br>21 – 75 kVA<br>100 kVA and over<br>All sizes | 0.80  | 0.60  |
| 3. Flash or Butt  | 67 – 100 kVA  | *   | **  |
| 4. Projection Spot<br>Flash or Butt   | over 75 kVA<br>66 kVA or less                               | 1.20  | 0.90  |

\* Each flash or butt welder in this group will be rated at 80 kVA

\*\* Each flash or butt welder in this group will be rated at 60 kVA

d. Ratings specified by subsection a above will normally be determined by manufacturer supplied data. If such data is either unavailable or are considered by either Customer or SFPUC to be unreliable ratings will be determined by testing at Customer's expense.

e. If established by seals provided by SFPUC, welder ratings may be limited by sealing taps that provide greater capacity than the selected tap and/or by the interlocking lockout of one or more welders with other welders.

f. Whenever conversion of units is required, one welder kVA will be taken as one horsepower for rates stated on a horsepower basis and one welder kVA will be taken as one kW for rates stated on a kW basis.

2. Welder Billings

SFPUC will bill welders for Energy use subject to the following provisions:

a. Loads from welding shall be included as part of Connected Load with ratings as determined in Section I.1 based on the maximum Load that can be connected at any time without allowance for diversity between welding devices.

b. Where resistance welders are served the computation of diversified resistance welding load shall be as follows:

i. Individual resistance welding ratings, as prescribed above, shall be multiplied by the following factors and added together to obtain the sum of the welding load: the largest welder rating, plus 0.8 times the next largest welder rating, plus 0.6 times the next largest welder rating, plus 0.4 times the next largest welder rating, plus 0.2 times the ratings of all additional welders.

ii. If the sum of the computed diversified resistance welder load is greater than the Demand, the diversified resistance welder load shall be used for billing purposes.

3. Residential Customer Welding

A Residential Customer shall not connect welding equipment exceeding three kVA at fifty percent (50%) duty cycle without the advance written approval of SFPUC.

J. Metering

1. SFPUC shall meter all Customer Energy use and generation unless SFPUC approves Customer's request for unmetered Electric Service.

2. SFPUC may approve a request for unmetered Electric Service provided that:

a. SFPUC can accurately calculate Customer's profiled Energy usage;

b. Customer's Load is less than 150 watts; and

c. SFPUC determines that metering would be impractical.

K. Master-Metering

1. Master-Metering for Multiple Dwelling Units

a. SFPUC will not allow Master-Metered Electric Service at new Multiple Dwelling Units. SFPUC shall individually meter all residential units.

b. SFPUC will continue to allow Master-Metered Electric Service at an existing Multiple Dwelling Unit when the electrical facilities were installed before January 1, 2010 provided the cost of Energy usage is absorbed in the rent and there is no separately identifiable charge for each tenant based on Consumption.

2. Master-Metering for Commercial Properties and Marinas

a. Except where otherwise agreed, SFPUC will not allow Master-Metered Electric Service at commercial properties or marinas. SFPUC will individually meter all tenants.

b. SFPUC will allow Master-Metered Electric Service at a commercial property or marina provided that:

i. SFPUC determines it would be impracticable to separately meter each tenant; and

ii. The Master-Meter Customer either: (A) includes the cost of electricity in the rent without a separately identifiable charge for each tenant based on Energy Consumption; or (B) installs and maintains Sub-Meters approved by SFPUC and bill tenants for their Energy Consumption in accordance with the applicable rate.

3. Audits of Master-Metered Electric Service

SFPUC shall have the right to audit Electric Service provided to a Master-Meter Customer to ensure that Master-Meter Customer is properly allocating charges for Electric Service to its tenants as required by these Rules.

4. Termination of Master-Metered Electric Service

a. SFPUC may terminate Customer's Master-Meter Electric Service should SFPUC determine during an audit that the Master-Meter Customer has not properly allocated charges for Electric Service to its tenants.

b. SFPUC may terminate Customer's Master-Metered Electric Service following any maintenance, extension, improvement, renewal, or replacement work on the existing electrical system and/or individual facilities.

## **XII - GENERAL CONDITIONS OF SERVICE**

### **A. Interference with Quality of Service**

If Customer's noncompliance with any of the Rules causes interference with the quality of Electric Service supplied to other Customers SFPUC may do one of the following:

1. Require Customer to take corrective action, which may include providing and installing at Customer's expense such special or additional equipment on the Load side of the main breaker as SFPUC deems necessary;
2. Provide and install Special Facilities at Customer's expense; or
3. Discontinue Electric Service to any Customer that refuses to comply with the requirements of this section.

### **B. Voltage Control within Special Limits**

Where Customer desires voltage control better than plus or minus 5% on a 120 Volt base, Customer may provide at its own expense such special or additional equipment as required, or SFPUC may provide such equipment as Special Facilities.

### **C. Use of Motors**

1. Motor generator sets and rectifiers shall be considered power apparatuses. For purpose of determining charges, motors shall be rated on the manufacturer's input rating of the set or, at SFPUC's option, by actual test.
2. All motor installations shall have a protective apparatus or construction within the motor for protection. Phase reversal and open-phase protection are recommended for all three-phase installations and are required for installations involving elevators, hoists, and similar equipment to disconnect motors from the line in the event of phase reversal or opening of one phase.
3. Motor starting currents shall not cause harmful wave forms or excessive voltage drop on the Distribution System.

### **D. Harmful Wave Form**

Customer shall not operate equipment that superimposes a current of any frequency or wave form upon the Distribution System, draws current from the Distribution System of a Harmful Wave Form, causes interference with SFPUC's operations or the quality of Electric Service to other Customers, or causes interference with SFPUC's communication facilities.

E. Transfer Switch Equipment

1. If Applicant intends to receive power from multiple sources, SFPUC shall inspect and approve and/or require Applicant to obtain such permits as may be required from SFDBI, the Port of San Francisco, or other appropriate permitting authority, for any required transfer switch equipment before SFPUC will provide Electric Service to those sources.

2. Customer shall not install or operate transfer switch equipment without the prior approval of SFPUC. Transfer switch equipment shall be accessible to SFPUC at all times.

F. Compliance with Codes, Ordinances, Standards, and Requirements

1. Customer-installed Premises Wiring and Service Lines must comply with the most restrictive requirements of the latest versions of the following, when applicable:

a. California Public Utilities Commission General Order 95 - Overhead Line Construction

b. California Public Utilities Commission Order 128 - Underground Construction

c. California Public Utilities Commission Order 165 – Inspection Requirements for Electric Distribution and Transmission Facilities

d. Uniform Electric Service Requirements approved by the Electrical Utility Service Equipment Requirements Committee

e. Standards approved by the Institute of Electrical and Electronics Engineers

f. SFPUC Electric Service Guidelines

g. San Francisco Electrical Code

2. Applicant must obtain such permits as may be required from SFDBI, the Port of San Francisco, or other appropriate permitting authority.

3. SFPUC may require a Customer altering existing Service Lines or Premises Wiring to upgrade existing facilities to meet current standards.

G. Disconnection for Safety, Emergencies, Maintenance, or for Customer to Perform Work

1. SFPUC reserves the right to disconnect any Electric Service and/or operate a Customer-owned disconnect device during emergencies or during maintenance of the Distribution System.

2. SFPUC may disconnect any Electric Service if SFPUC, SFDBI, the Port of San Francisco, or other appropriate permitting authority determines that continuing Electric Service would be unsafe. If SFPUC disconnects a Customer's Electric Service as unsafe, SFPUC will document the basis for disconnecting the Electric Service in writing.

3. Upon request by Customer, SFPUC will disconnect Customer's Electric Service for Customer to perform work after Customer has paid any disconnect/reconnect fees required under the Rate Schedule.

H. Customer Responsibility for Equipment and Use of Energy

1. Customer shall, at its sole risk and expense, furnish, install, inspect, and keep in good and safe condition all Premises Wiring or other equipment of any kind or character that may be required to:

- a. Receive Energy from the Distribution System, regardless of the location or voltage of the Transformers, meters or other equipment; and
- b. Apply and use such Energy, including all necessary protective devices and suitable housings.

2. Customer shall be solely responsible for obtaining all necessary permits and approvals for such equipment and for compliance with all applicable laws, rules, regulations and codes with respect to such equipment.

3. Customer shall be solely responsible for the transmission and delivery of Energy over or through Customer's Premises Wiring and equipment regardless of the place where such Energy is transformed or metered.

4. Notwithstanding the foregoing, where necessary to provide Electric Service to Customer's premises SFPUC may require Customer to grant SFPUC ownership or control of certain portions of the Premises Wiring, or Customer-owned Service Lines or equipment, and to provide such proof in writing that SFPUC may require to demonstrate SFPUC's ownership or control of such facilities. Unless SFPUC agrees to accept maintenance responsibility for such facilities, Customer will be solely responsible for their maintenance.

I. Limitation of Liability

1. SFPUC shall incur no liability whatsoever, for any damage, loss or injury to any Person or property caused by:

- a. The use of Customer-owned Service Lines, Premises Wiring or equipment;
- b. Customer's transmission and delivery of electricity; or



c. The negligence, omission of proper protective devices, want of proper care, or other wrongful acts, of Customer or its agents, employees, or licensees, when installing, maintaining, using, operating, or interfering with any Customer-owned electrical facilities or equipment.

2. Electric Service is inherently subject to interruption, suspension, curtailment, and fluctuation. For this reason, SFPUC will not incur any liability to its Customers, or any other Persons, for any interruption, suspension, curtailment, or fluctuation in Electric Service, shortage or insufficient supply of Energy, or for any losses or damages caused thereby.

J. Customer Responsibility for SFPUC Equipment

1. SFPUC equipment installed on Customer's property will remain at all times the property of SFPUC. Customer shall exercise reasonable care to protect SFPUC equipment on Customer property.

2. Customer shall provide a space for and around the clock access to SFPUC's equipment on Customer's premises.

3. In the event of loss or damage to SFPUC's equipment arising from Customer tampering, neglect, or failure to reasonably care for same Customer shall be responsible for the cost of any necessary repairs to or replacement of SFPUC equipment.

4. Access to Service Lines will be sealed or otherwise made accessible exclusively to SFPUC.

**XIII - GENERATING FACILITY INTERCONNECTIONS**

A. Authorization to Operate.

Before installing a Generating Facility that will interconnect to the Distribution System, Producer must submit a Generator Interconnection request to SFPUC. Producer may not interconnect a Generating Facility, to the Distribution System or Service Lines without SFPUC's prior written approval. SFPUC may require Producer to enter into a Generator Interconnection Agreement.

B. Right to Access.

Producer shall ensure that SFPUC personnel have ready access to Customer's Generating Facility and/or Generator Interconnection as necessary for SFPUC to perform its

duties and exercise its rights under these Rules and any Generator Interconnection Agreement between SFPUC and the Producer.

C. Compliance with Laws/Parallel Operation.

1. Producer shall install, interconnect, operate, and maintain a Generating Facility in compliance with all applicable SFPUC or PG&E interconnection requirement, these Rules, the Generator Interconnection Agreement (if applicable), Good Utility Practice, and all federal, state, and local laws, rules, tariffs, regulations, and orders applicable to the design, siting, construction, installation, operation, or any other aspect of a Generating Facility or Generator Interconnection.

2. Absent SFPUC's written consent, Producer shall not:

a. Commence Parallel Operation with the Distribution System; or

b. Connect its Generating Facility to the Distribution System without protective devices (such as a double-throw switch to disconnect all Conductors).

D. Curtailment and Disconnection

1. SFPUC may limit the operation, disconnect, or require the disconnection of a Generating Facility from the Distribution System at any time, with or without notice, either in the event of an emergency or to correct any unsafe operating conditions.

2. SFPUC may limit the operation, disconnect, or require the disconnection of a Generating Facility from the Distribution System upon reasonable notice:

a. To allow for routine maintenance, repairs, or modifications to the Distribution System.

b. Upon SFPUC's determination that a Generating Facility is not in compliance with these Rules.

c. Upon termination of any Generator Interconnection Agreement between SFPUC and Producer.

#### **XIV - MASTER ELECTRICAL INFRASTRUCTURE PLAN**

A. Need for a Master Electrical Infrastructure Plan

Before agreeing to provide Electric Service to a new Development, SFPUC may require Developer to submit to SFPUC a Master Electrical Infrastructure Plan (“MEIP”).

B. Requirements of the Master Electrical Infrastructure Plan

The MEIP shall contain the following information:

1. Single line diagrams, and a site-wide exhibit showing general routing of distribution cables and key facilities such as protective devices, switches, switchgear, and transformers, for an electrical system that is consistent with any approved development plan.
2. Maps showing the location of all trenches that will contain Substructures the Developer will transfer to SFPUC.
3. A phasing plan identifying major development milestones sequencing with estimated time schedules.
4. Existing site maps, proposed land use plans, estimated number of proposed units and configuration, gross unit area, and projected Demand and annual Energy Use estimates for at least five years.
5. At SFPUC’s request in writing, monthly Demand and Energy usage forecasts for five years, including daily profiles for peak winter and summer days.

C. SFPUC Use of the Master Electrical Infrastructure Plan

1. The SFPUC may rely on any MEIP submitted by Developer to procure the electrical infrastructure necessary for the new development and to establish a scope of work and schedule. In addition, SFPUC may rely on the MEIP to apply for wholesale distribution service and to obtain the resources necessary to provide the services identified in the MEIP.
2. Developer shall update the MEIP if there are any changes to its plans that materially affect the scope or timing of any aspect of the development.
3. Developer shall be responsible for any costs incurred by the SFPUC for work that is rendered unnecessary or more expensive by changes to the MEIP. In addition, the SFPUC may revise its schedule for making service available to a new Development as necessary to accommodate material changes to the MEIP.

D. Joint Trenches

SFPUC prefers that Developer uses individual trenches for new Distribution or Service Lines. SFPUC will consider a Developer’s proposal to use joint trenches to determine whether

the proposal adequately addresses SFPUC's concerns about feasibility, reliability, safety, and cost.

## **XV - DISTRIBUTION AND SERVICE LINE EXTENSIONS**

### **A. Distribution and Service Line Extension Agreements**

1. Where Applicant's Electric Service requires a Distribution or Service Line Extension, Applicant shall apply for such extension by submitting an Application for Electric Service. Developer shall submit such Application sufficiently in advance of the date the Applicant requires Electric Service to allow SFPUC adequate time to complete engineering, gain access to right-of-ways where necessary, procure materials, obtain access to Applicant's property, and construct, inspect and authorize service from new facilities before Applicant requires service. Applicant shall be solely responsible for any costs incurred by Applicant or SFPUC due to untimely notice.

2. Within a reasonable time after receipt of an Application for Electric Service, SFPUC will provide Applicant with a proposed Distribution and Service Line Extension Agreement.

3. SFPUC will not perform any work on a Distribution or Service Line Extension until Applicant has signed the Distribution and Service Line Extension Agreement, paid any required Advance Amount, installed all necessary Substructures and Protective Structures, and obtained SFPUC approval of such Substructures and Protective Structures.

### **B. Distribution System Upgrades**

1. Upon receipt of a completed Application, SFPUC or another distribution utility may determine that a system impact study is needed to assess the capacity that is available to supply the new load. The costs for this study will be included in Applicant's Advance Amount.

2. If SFPUC or another distribution utility concludes following a system impact study that an upgrade of SFPUC's Distribution System and/or another distribution utility's distribution system is required to reliably serve the new load SFPUC will notify Applicant and provide Applicant with a cost estimate and an approximate schedule to complete this upgrade work.

3. Upon entering into appropriate agreements with Applicant, SFPUC or other distribution utility will design and engineer the required upgrades. The design and engineering costs will be included in Applicant's Advance Amount.

4. Construction of any required upgrades will commence upon receipt from Applicant of full payment for the estimated costs for the work from the Applicant. Such construction work may proceed in parallel with the installation of any Distribution and/or Service Line Extensions.

C. SFPUC Responsibility for Distribution and Service Line Extensions

1. At Applicant's request, SFPUC will plan, design, and construct a Distribution or Service Line Extension using standard voltages to Applicant's Service Delivery Point.

2. SFPUC will construct Distribution and Service Line Extensions only along public streets or upon private property in which Applicant has obtained an Easement or other rights satisfactory to SFPUC without cost to SFPUC.

3. SFPUC will install all new Distribution and Service Line Extensions underground, unless specifically exempted by SFPUC for good cause.

5. SFPUC will be responsible for furnishing and installing cables, Transformers (for secondary service only), switches and any other equipment necessary to complete and energize a Distribution or Service Line Extension.

6. At Applicant's request, SFPUC may agree to perform all work on a Distribution or Service Line Extension that is normally Applicant's responsibility, provided Applicant pays SFPUC for the cost of such work.

7. SFPUC will own, operate, control, and maintain all Distribution Line Extensions installed by SFPUC and Service Line Extensions installed by SFPUC to the extent such Service Line Extensions are in the public right-of-way.

8. Only SFPUC-authorized personnel may connect or disconnect Service Lines from Distribution Lines or perform any work on any SFPUC-owned equipment, even if such equipment is on Applicant's property.

9. If an Application for a Distribution or Service Line Extension includes a request that SFPUC install Special Facilities, or should SFPUC determine that Special Facilities are required to meet Applicant's need for Electric Service, Applicant shall pay additional Special Facilities charges, which will include Cost-of-Ownership Charges.

D. Applicant Responsibility for Distribution and Service Line Extensions

1. For Distribution Line Extensions, Applicant shall:

a. Perform all Excavation and installation of Substructures and Protective Structures; and

b. Convey ownership to SFPUC of any Substructures and Protective Structures.

2. For Service Line Extensions, Applicant shall:

a. Provide a route on Applicant's property for a service lateral;

b. Provide adequate space on Applicant's property for metering and termination equipment near the Point of Delivery;

c. Design, install, own and maintain all service facilities up to the Service Delivery Point;

d. Perform all Excavation and installation of Substructures and Protective Structures;

e. Convey ownership to SFPUC of any Substructures to the extent they located in the public right-of-way; and

f. Where required by SFPUC, allocate space on Applicant's property for any necessary Transformer.

3. SFPUC may authorize Applicant to use qualified contractors to perform all work on a Distribution or Service Line Extension that is normally the responsibility of SFPUC, provided such work is done in accordance with SFPUC's specifications. Any Applicant installing a Distribution or Service Line Extension shall comply with the requirements of Section XV.H.8.

E. SFPUC Fees or Expenses for Distribution and Service Line Extensions

Applicant shall reimburse SFPUC for any fees or expenses SFPUC has incurred to PG&E or other utilities in order to provide Electric Service to Applicant. SFPUC will credit or reimburse Customer to the extent SFPUC subsequently receives any credits or reimbursement from PG&E or any other utility for any fees or charges paid by SFPUC on behalf of Customer.

F. Allocation of Costs for Distribution and Service Line Extensions

1. Where the total estimated cost of a Distribution and/or Service Line Extension is expected to exceed the applicable Residential and Commercial Allowances SFPUC will

require an Advance Amount that shall include both the Non-Refundable and Refundable Costs of SFPUC's construction.

2. Applicant's Refundable Costs are subject to the following options:

a. Applicant may elect to pay 100% of the Refundable Costs. In which case, Applicant may be entitled to certain refunds, or SFPUC may be entitled to certain reimbursements, based on the difference between the actual net revenues received by SFPUC and the net revenues assumed in determining the Residential or Commercial Allowances.

b. Applicant may elect to pay SFPUC 50% of the Refundable Costs ("Discount Option"). If Applicant elects the Discount Option, all of Applicant's costs will be considered Non-Refundable Costs and Applicant will not be entitled to any refunds, and the SFPUC will not be entitled to reimbursements, based on the difference between the actual net revenues received by SFPUC and the net revenues assumed in determining the Residential or Commercial Allowances.

c. If, with SFPUC's approval, Applicant installs that part of a Distribution Line Extension that would generally be installed by SFPUC in lieu of a refund Applicant may elect to receive from SFPUC a lump sum payment of 50% of the Refundable Costs.

G. Refunds of Advance Amount through Allowances

Refunds on the Advance Amount will be based on the Residential and Commercial Allowances and will be provided as set forth below:

1. The total amount subject to refund is the Refundable Costs of Applicant's Advance Amount for a Distribution or Service Line Extension.

2. The Residential and Commercial Allowances will apply to meters that are connected to the installed Distribution or Service Line Extension and become Permanent Load within ten years of the date SFPUC completed construction of the Distribution or Service Line Extension.

3. If a Distribution or Service Line Extension will serve a combination of Residential and Commercial Customers the two allowances will be added together.

4. The Residential and Commercial Allowances will first be applied to the Refundable Costs of Applicant's Advance Amount for any Service Line Extensions. Any excess Residential or Commercial Allowances on the Service Line Extensions will then be applied to the Refundable Costs of Applicant's Advance Amount for any Distribution Line Extensions.

5. Refunds based on Residential and Commercial Allowances will be due and payable without interest within 90 days of SFPUC providing Electric Service to Applicant's Permanent Load.

6. For Commercial Customers, should Applicant's Permanent Load increase SFPUC shall determine whether additional revenue supports further refunds.

7. Should Applicant fail to take residential Electric Service within one year of SFPUC being ready to provide Electric Service, or commercial Electric Service within six months of SFPUC being ready to provide Electric Service, SFPUC may require an additional Advance Amount and payment of Cost-of-Ownership Charges.

H. Cost-of-Ownership Charges

1. Applicant will be responsible for Cost-of-Ownership Charges for any portion of the projected Load for the Distribution or Service Line Extension that does not materialize into Permanent Load at the end of twelve months from the date SFPUC completed construction of the Distribution or Service Line Extension.

2. Cost-of-Ownership Charges will be based on the balance of the Refundable Costs of Applicant's Distribution or Service Line Extension and may apply even if Applicant used the Discount Option when paying the Advance Amount.

3. Cost-of-Ownership Charges may be accumulated and deducted from any refunds due Applicant.

4. Cost-of-Ownership Charges will be monthly, except where SFPUC determines the collection of monthly Cost-of-Ownership charges is not practicable. In such cases, SFPUC may instead require Applicant to make a one-time payment equivalent to the present value of ongoing monthly Cost-of-Ownership charges.

I. Distribution and Service Line Extensions for New Developments

1. Developer's responsibility for Distribution and Service Line Extensions commences with the approval of the plans and the issuance of any construction permits.

2. Developer shall protect live electrical equipment with surface improvements prior to the energization of the equipment by SFPUC.



3. Developer will be responsible for all costs associated with the repair and replacement of equipment and/or infrastructure that is damaged before it is turned over to SFPUC.
4. Developer shall provide SFPUC with continuous access to its property for maintenance and operation of all Distribution and Service Line Extensions installed by or vested in SFPUC.
5. Unless otherwise agreed to in writing, SFPUC will not accept ownership of any Distribution or Service Line Extension on any unaccepted public right-of-way until the Board of Supervisors had accepted the public right-of-way from Developer. In the event that electrical service is energized prior to the formal acceptance, Developer will grant SFPUC an easement or license without cost to the SFPUC that provides SFPUC with the same access to the Distribution or Service Line Extension for maintenance and operation that SFPUC would have to a Distribution or Service Line Extension in a public right-of-way.
6. Developer shall secure all needed permits and obtain all required electrical inspections and approvals for the Substructures or any other part of a Distribution or Service Line Extensions installed by Developer.
7. Developer shall provide accurate information to SFPUC regarding development and construction schedules as needed or as requested by SFPUC. In addition, Developer shall provide updated development and construction schedules to SFPUC as they become available.
8. With approval of the SFPUC, Developer may construct any Distribution or Service Line Extension required in its development under the following conditions:
  - a. All designs must be in accordance with these Rules and all applicable codes, ordinances, standards, and requirements, including but not limited to those listed in Section XII.G.1. Developer must submit such designs to SFPUC in advance for review, comment, and approval.
  - b. All work must be performed by licensed contractors and in compliance with these Rules and all applicable codes, ordinances, standards and requirements, including but not limited to those listed in Section XII.G.1, and in accordance with any approved plans.
  - c. All completed work will be subject to inspection by SFPUC and must be approved by the SFPUC pursuant to an agreed-to inspection schedule.
  - d. Developer shall maintain and submit up-to-date as built plans of each Distribution and Service Line Extension that it constructs and provide a copy to SFPUC each time the plans are updated or upon request of the SFPUC.

J. Replacement of Existing Service Lines

1. If SFPUC determines that existing Service Lines used to provide Electric Service to Customer need to be replaced to protect Customer's safety, or the operation and reliability of SFPUC Electric Service to all Customers, Customer will be required to submit an Application and enter into a Distribution and Service Line Extension Agreement. Customer will also be responsible for all applicable costs for such Service Line Extension.

2. Where, for Customer's convenience, Customer requests that a Service Line be relocated Customer will be required enter into a new Distribution and Service Line Extension Agreement and will be responsible for all applicable costs for such Service Line Extension.

3. Customer shall not responsible for the costs to relocate a Service Line where such relocation is for SFPUC's sole convenience.

K. Excess Facilities

1. If, as a result of Applicant's incorrect estimate of the Permanent Load to be served by a Distribution or Service Line Extension, SFPUC installs Distribution or Service Line Extensions that are in excess of those needed to serve the actual Load, SFPUC may hold Applicant responsible for the costs to remove or abandon the excess facilities. Should SFPUC elect to reduce such excess facilities, SFPUC will credit developer for the estimated salvage of any removed facilities.

2. In lieu of removing the excess facilities, SFPUC may require Applicant to pay a Cost-of-Ownership charge for such excess facilities.

**XVI - SPECIAL FACILITIES AND TEMPORARY ELECTRIC LINES**

A. Special Facilities

1. SFPUC will normally install only those standard facilities that it deems necessary to provide Electric Service in accordance with these Rules.

2. When Applicant requests that SFPUC install Special Facilities to obtain Electric Service, and SFPUC agrees to make such an installation, any additional costs for such Special Facilities shall be borne by Applicant as a Non-Refundable Cost.

3. Special Facilities will be installed, owned, maintained, or allocated by SFPUC as an accommodation to Applicant, provided SFPUC determines that the requested Special Facilities will not impair the operation and reliability of SFPUC Electric Service to Applicant and other Customers.

4. Special Facilities will be installed, owned, maintained, or allocated under the terms and conditions of an agreement between Applicant and SFPUC, which will specify at a minimum:

a. Applicant's installation costs and Cost-of-Ownership Charges for the Special Facilities installed by SFPUC for Applicant; or

b. Applicant's Cost-of-Ownership Charge for the estimated installed cost of the portion of any existing facilities to be allocated to Applicant for its sole use.

5. Where SFPUC determines the collection of continuing Cost-of-Ownership Charges is not practicable, SFPUC may instead require Applicant to make a one-time payment equivalent to the present value of ongoing monthly Cost-of-Ownership charges.

**B. Temporary Electric Service Line**

1. When Applicant is seeking Electric Service that is temporary in nature, SFPUC will provide an estimate of the cost of labor and expendable material necessary to install and remove the Temporary Electric Service Line. Applicant will be responsible for the entire cost of installing and removing the Temporary Electric Service Line.

2. Upon receipt of this non-refundable charge, and proper establishment of credit, SFPUC will install the Temporary Electric Service Line.

3. Applicant must install equipment to receive Electric Service from the Temporary Electric Service Line. Applicant must obtain a permit from SFDBI, the Port of San Francisco, or other appropriate permitting authority prior to SFPUC's provision of Electric Service.

4. Where SFPUC is able to use a Temporary Electric Service Line as a Distribution or Service Line to provide Electric Service to Applicant's Permanent Load, SFPUC may determine that some of Applicant's costs for the Temporary Service Line should be considered Refundable Costs for the installation of a Distribution or Service Line Extension and subject to Commercial and/or Residential Allowances.

5. If Customer's use of a Temporary Electric Service Line extends beyond three years Customer shall pay Cost-of-Ownership Charges for the a Temporary Electric Service Line.

**XVII - STREET LIGHTING**

**A. Public Right-of-Way**

1. Before installing new Street Lights that Developer intends to dedicate to City, whether in the public right-of-way or a private street that will become a public right-of-way,

Developer must obtain approval in advance and in writing from SFPUC or SFPUC may refuse to accept the Street Lights from Developer.

2. If Developer installs new Street Lights on a street that has been not been accepted by the Board of Supervisors, SFPUC will not accept the Street Lights until the street has been accepted.

3. At Developer's request, SFPUC will provide Electric Service to street lights that have not been accepted by the SFPUC; provided Developer executes a Street Light Interim Electric Service Agreement that, among other things, requires Developer to:

- a. Reimburse SFPUC for all costs incurred by SFPUC to interconnect the Street Lights with the Distribution System;
- b. Pay for any Distribution or Service Line Extension required to serve the Street Lights;
- c. Pay for Street Light Energy usage as prescribed by the Rate Schedule; and
- d. Accept responsibility for any Nonbypassable or Departing Load Charges.

B. Private Street Lights

1. SFPUC shall not be responsible for furnishing, installing, or maintaining Street Lights, path lights, or decorative lights on private property.

2. SFPUC shall not be responsible for furnishing, installing, or maintaining Street Lights in the public right-of-way that were installed by a Developer without the prior writing approval of SFPUC.

3. Upon request, SFPUC will agree to maintain Customer-owned Street Lights, path lights, or decorative lights on private property or in the public right-of-way; provided Customer executes a Street Light Electric Service, Operation, and Maintenance Agreement that, among other things, requires Customer to:

- a. Reimburse SFPUC for all costs incurred by SFPUC to interconnect the Street Lights with the Distribution System;
- b. Pay for any Distribution or Service Line Extension required to serve the Street Lights;
- c. Reimburse SFPUC for any costs incurred to maintain the Street Lights;
- d. Pay for Street Light Energy usage as prescribed by the Rate Schedule; and

e. Accept responsibility for Nonbypassable Charges or Departing Load Charges.

4. Prior to energization of Customer's Street Lights, a Customer that has entered into a Street Light Electric Service, Operation, and Maintenance Agreement shall, upon the SFPUC's request, provide SFPUC with a minimum of two poles and two light fixtures for each pole and light fixture type installed, at no cost to SFPUC, as a stock for future pole/light fixture replacement. SFPUC may also require Customer to replace the poles and fixtures once they have been used and to pay SFPUC for storing Customer's Street Light poles and fixtures.

C. Measuring Energy Usage at Street Lights

Consistent with Section XI.K, SFPUC may serve privately-owned Street Lights as metered or unmetered Load.

## **XVIII - SFPUC USE OF CUSTOMER INFORMATION**

A. Customer Privacy Protected

All Customer Information shall be treated as confidential and only subject to disclosure as specified in California Government Code § 6254.16, California Public Utilities Code § 8381, as required by the California Public Utilities Commission, or as contained in any privacy policy adopted by the SFPUC to implement the requirements of State law.

B. Permissible Uses of Customer Information

Pursuant to California Public Utilities Code § 8381, SFPUC may:

1. Include Customer Information in any aggregate data that SFPUC may use for analysis, reporting, or program management; provided that information related to Customer's identity has been removed.
2. Disclose Customer Information to a third party for system, grid, or operational needs, or the implementation of Demand response, energy management, or energy efficiency programs; provided that SFPUC:
  - a. Requires the third party to use reasonable security procedures and practices appropriate to protect Customer Information from unauthorized access, destruction, use, modification, or disclosure; and
  - b. Prohibits the use of the Customer Information for a secondary commercial purpose without Customer's prior consent to that use.
3. Disclose Customer Information to a third party when Customer has consented in writing to such disclosure.

C. Third-Party Access to Customer Information

Customer may authorize third parties to obtain access to Customer Information. Such authorization:

- a. Shall be in writing or online in the form attached as Appendix G;
- b. Will be for a term of one year, unless Customer specifically requests a shorter or longer term up to three years; and
- c. May be revoked by Customer at any time.

D. Disclosure of Energy Usage at Covered Buildings

Pursuant to California Public Resources Code § 25402.10, and California Energy Commission (“CEC”) regulations implementing that section, SFPUC shall do the following:

1. For a Covered Building, with written authorization from a building owner, or its agent or operator, SFPUC shall provide to building owner, or its agent or operator, or to building owner’s Energy Star Portfolio Manager account, aggregated Energy usage information for all Customers in the same building for each of the prior 12 months, subject to the following:

- a. If the Covered Building has at least three active Customer accounts, Customer consent is not required. Such shall not be considered Customer Information.
- b. If the Covered Building has fewer than three active Customer accounts, such data may only be provided with Customer’s written or electronic consent.

2. Information required to be provided under this Section shall be provided within four weeks of SFPUC’s receipt of a request.

3. If required by the CEC, SFPUC will provide to the CEC benchmarking data for Energy usage at Covered Buildings.

E. Disclosure Required by Judicial Process

1. SFPUC may disclose Customer Information when required by a warrant or other court order naming with specificity the Customer account for which information is sought. Unless otherwise directed by a court or required by law, SFPUC shall treat a request for real-time access to Energy usage information as wiretaps, requiring approval under the federal or State wiretap law as necessary.

2. Unless otherwise prohibited by court order or required by law, upon receipt of a subpoena for disclosure of Customer Information, SFPUC, shall, prior to complying with the subpoena, notify Customer in writing and allow Customer seven days to appear and contest the claim of the person or entity seeking disclosure.

F. Limitation of Liability for Disclosure of Customer Information

Nothing in this Section shall be construed to impose liability on SFPUC for disclosure of Customer Information or other Energy usage information to a third party under the following circumstances:

1. The disclosure was authorized by California Public Utilities Code § 8381.
2. The disclosure was required by California Public Resources Code § 25402.10 and CEC regulations implementing that section.
3. The disclosure was made pursuant to valid warrant, court order, or subpoena.
4. The disclosure was made to a third person whom Customer authorized to obtain access to its Customer Information.
5. The disclosure was otherwise required by law.

# APPENDIX A FORM APPLICATION FOR ELECTRIC SERVICE

## APPLICATION FOR ELECTRIC SERVICE

Please submit the completed application and attachments to [interconnectionservices@sfwater.org](mailto:interconnectionservices@sfwater.org) or

|  |
|--|
| <b>SFPUC use only</b><br>Project Number: _____ |
|--|

SFPUC Power Enterprise  
 Engineering – Interconnection Services  
 525 Golden Gate Ave., 7th Floor  
 San Francisco, CA 94102

### Project Information

|   |  |  |  |   |  |
|---|--|--|--|---|--|
| Project Name  |  | Service type requested<br><input type="checkbox"/> Underground <input type="checkbox"/> Overhead |  | Date initial service wanted<br>_____  |  |
| Service Address   |  | Nearest Cross Street   |  | Service duration requested<br><input type="checkbox"/> Permanent <input type="checkbox"/> Temporary |  |
| Bldg. Type <input type="checkbox"/> Residential   # Residential Units _____                                 |  | <input type="checkbox"/> New Building  |  | Number of Buildings _____   |  |
| <input type="checkbox"/> Commercial   # Commercial/Industrial Elec. Services _____                          |  | <input type="checkbox"/> Alteration to Existing  |  | Number of Stories _____   |  |
| <input type="checkbox"/> Industrial <input type="checkbox"/> Mixed Use <input type="checkbox"/> Other _____ |  | Existing Meter No. (if applicable)<br>_____  |  | Total Building Area _____   |  |
| Operating hours (for commercial/industrial projects only.)  |  | Hours per day: _____   |  | Typical daily operating hours: _____ to _____   |  |
| Days per week: _____  |  | Months per year: _____   |  | Avg. Sq. Footage per Residential Unit _____   |  |
| Brief description of project and electric load type   |  |  |  |   |  |

### Contact Information

|  |
|--|
| Application submitted by <input type="checkbox"/> Owner/Developer <input type="checkbox"/> Electrical Engineer <input type="checkbox"/> Electrical Contractor <input type="checkbox"/> General Contractor <input type="checkbox"/> Architect<br><input type="checkbox"/> Other _____ |
|--|

|                |  |  |  |
|----------------|--|--|--|
| Applicant Name |  | <input type="checkbox"/> Bill for construction charges <input type="checkbox"/> Bill for electricity |  |
| Contact Person |  | Daytime Phone  |  |
| Address        |  | Cell Phone   |  |
|                |  | Email  |  |

|  |  |  |  |
|--|--|--|--|
| Owner/Developer Name (if different from Applicant) |  | <input type="checkbox"/> Bill for construction charges <input type="checkbox"/> Bill for electricity |  |
| Contact Person                                     |  | Daytime Phone  |  |
| Address  |  | Cell Phone   |  |
|  |  | Email  |  |

|   |  |  |  |
|---|--|--|--|
| Representative Name (if different from Applicant/Owner) |  | <input type="checkbox"/> Bill for construction charges <input type="checkbox"/> Bill for electricity |  |
| Contact Person  |  | Daytime Phone  |  |
|   |  | Cell Phone   |  |



## APPENDIX A FORM APPLICATION FOR ELECTRIC SERVICE

|         |       |
|---------|-------|
| Address | Email |
|---------|-------|

**Electric Load Information** Complete one load summary for each service point. (Can be provided as separate attachment, if preferred.)

|  |  |   |
|--|--|---|
| Service Equipment Rating<br>_____ amps | Service Voltage (check one)<br><input type="checkbox"/> 120/240 Volt, 3-Wire, 1Ø <input type="checkbox"/> 120/208 Volt, 3-Wire, 1Ø <input type="checkbox"/> 240/120 Volt, 4-Wire, 3Ø | <input type="checkbox"/> 208/120 Volt, 4-Wire, 3Ø <input type="checkbox"/> 480/277 Volt, 4-Wire, 3Ø <input type="checkbox"/> Primary Voltage (≥2,400 volts) |
| Meter Disconnect Rating<br>_____ amps  | <input type="checkbox"/> Other (specify): _____  |   |

| Service Point: _____              | Single Phase |           |               | Three Phase |           |               |
|-----------------------------------|--------------|-----------|---------------|-------------|-----------|---------------|
|                                   | Quantity     | Load Each | 1Ø Load Total | Quantity    | Load Each | 3Ø Load Total |
| Lighting                          |              |           | kvA           |             |           | kvA           |
| Receptacles                       |              |           | kvA           |             |           | kvA           |
| Water Heating                     | x            | kvA       | kvA           | x           | kvA       | kvA           |
| Electric Heating                  | x            | kvA       | kvA           | x           | kvA       | kvA           |
| Commercial Cooking                | x            | kvA       | kvA           | x           | kvA       | kvA           |
| Refrigeration                     | x            | kvA       | kvA           | x           | kvA       | kvA           |
| Resistance Welders                | x            | kvA       | kvA           | x           | kvA       | kvA           |
| Arc Welders (Largest Unit)        | x            | kvA       | kvA           | x           | kvA       | kvA           |
| Electric Vehicle Charging Station | x            | kvA       | kvA           | x           | kvA       | kvA           |
| Other (Describe)                  | x            | kvA       | kvA           | x           | kvA       | kvA           |
| Other (Describe)                  | x            | kvA       | kvA           | x           | kvA       | kvA           |
| <b>Total (kVa)</b>                |              |           | <b>kvA</b>    |             |           | <b>kvA</b>    |

|                   |   |    |           |   |    |           |
|-------------------|---|----|-----------|---|----|-----------|
| Air Conditioning  | x | hp | hp        | x | hp | hp        |
| Elevators         | x | hp | hp        | x | hp | hp        |
| Fire pump         | x | hp | hp        | x | hp | hp        |
| Other (Describe)  | x | hp | hp        | x | hp | hp        |
| <b>Total (hp)</b> |   |    | <b>hp</b> |   |    | <b>hp</b> |

|                                 |          |                                    |                  |
|---------------------------------|----------|------------------------------------|------------------|
| Largest Motor: _____            | Rated hp | Locked-rotor current (amps): _____ | Motor Use: _____ |
| Motors – 40 hp and above: _____ | Rated hp | Locked-rotor current (amps): _____ | Motor Use: _____ |

**Street Light Information**

|  |   |   |
|--|---|---|
| Does the project include any street lights to be installed or removed along public streets?<br><input type="checkbox"/> Yes<br><input type="checkbox"/> No If No, skip remainder of this section | Number of street lights to be added _____<br>Watts per lamp _____ | Number of street lights to be removed _____<br>Watts per lamp _____ |
| Lamp type: <input type="checkbox"/> LED (required without SFPUC approval) <input type="checkbox"/> Other: _____ (explain reason that LED cannot be used):<br>_____                               |   |   |

**Important Note:** All street lighting to be owned by the City and County of San Francisco must be pre-approved by the SFPUC. SFPUC procedures and standards for street and pedestrian lighting and its Street Light Catalogue can be found at <http://sfwater.org/index.aspx?page=920>. San

# APPENDIX A

## FORM APPLICATION FOR ELECTRIC SERVICE

Francisco Department of Public Works standard plans for street lights can be found at <http://sfdpw.org/standard-specifications-plans>. Applicant will be responsible for electrical use at Applicant-installed street lights until the street lights have been accepted by the SFPUC.

### Customer Self Generation and Net Energy Metering

This Application is for electric service only. The installation and interconnection of self-generation equipment requires the submission of a separate interconnection application to SFPUC and SFPUC approval. Information on SFPUC's customer self-generation and net energy metering options and application procedures can be found at [www.sfwater.org](http://www.sfwater.org) or by contacting [interconnections@sfwater.org](mailto:interconnections@sfwater.org).

Do you plan to install onsite self-generation equipment?  Yes  No Generation type \_\_\_\_\_ Total output in kW \_\_\_\_\_

### Attachments [Check Box if Submitted]

- A.  Site plan(s), drawn to scale, indicating proposed locations of electric metering (including any sprinkler controller meter), switchgear, and (if applicable) transformers. Show easements, rights-of-way, property lines, grading, roads, sidewalks, driveways. Indicate location of fire hydrants and other structures, drains (water, sewer, storm), and proposed future improvements.
- B.  Building floor plans and exterior elevations
- C.  Electrical drawings and schedules with complete breakdown of equipment, including electric switchboard drawings
- D.  Single line diagram showing the meter, customer main service panel (and its main switch size), transformers (if any), poles, vaults, and/or junction boxes (if any)
- E.  Street light and traffic signal plans (if applicable)
- F.  Department of Building Inspection permit (if available)
- G.  If requested by SFPUC:
  - a. Estimated monthly peak demand in kW (Summer)
  - b. Estimated monthly peak demand in kW (Winter)
  - c. Estimated monthly electric consumption in peak demand month (kWh)
  - d. Estimated annual electric consumption (kWh)
  - e. If load growth is expected after the first 12 months, provide 5 years of annual estimates for a-d above
  - f. Estimated summer peak load power factor
  - g. Estimated winter peak load power factor
- H.  Request for unmetered service
- I.  Proposed joint trench agreement

**\* Other Notes or Requests**

### Acknowledgement

The undersigned applicant hereby applies to the SFPUC for electric service. Applicant acknowledges that this Application is subject to the SFPUC's *Rules & Regulations Governing Electric Service* that can be found at <http://sfwater.org/index.aspx?page=920>.

I agree that the information contained in this Application is correct to the best of my knowledge. I understand that any changes made to the above information or attached documents may increase the time and costs required for SFPUC to provide electric service at the requested service address and that I will be responsible for any increased costs resulting from such changes.

I understand that service will be engineered and installed based in part upon the information provided here. I agree to pay SFPUC for all work SFPUC performs and all costs SFPUC incurs to provide the service required by this Application. If the project is cancelled by either party, I will pay SFPUC for all such work and costs incurred by SFPUC prior to the cancellation.

**APPENDIX A**  
**FORM APPLICATION FOR ELECTRIC SERVICE**

Applicant's Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

First Name      Middle Initial      Last Name

## **APPENDIX B SPECIFIED COSTS AND CHARGES**

The costs and charges identified in defined terms in the Rules are further defined as follows:

**Cost-of-Service Factor:** The SFPUC's Cost-of-Service Factor shall be the annualized SFPUC-financed Monthly Cost-of-Ownership (0.168, which is equivalent to 16.80%).

**Commercial Allowance:** The Commercial Allowance for Distribution or Service Line Extensions shall be based on the following formula:

$$\text{Net Revenue} \div \text{Cost-of-Service Factor}$$

**Cost-of-Ownership Charge:** The Monthly Cost-of-Ownership Charge shall be 0.46% for Applicant financed amounts and 1.40% per month for SFPUC financed amounts.

**Residential Allowance:** The Residential Allowance for Distribution or Service Line Extensions shall be \$1,825 per residential unit.

**APPENDIX C**  
**DISTRIBUTION AND SERVICE LINE EXTENSION AGREEMENT**



**DISTRIBUTION AND SERVICE LINE EXTENSION AGREEMENT**

[DATE]

[APPLICANT NAME]

[ADDRESS]

[CITY, STATE, ZIP]

RE: [PROJECT NAME/ADDRESS]

PROPOSED SERVICE DATE: (XX/XX/XXXX)

This Distribution and Service Line Extension Agreement (“Agreement”) concerns the request of [APPLICANT NAME] that the San Francisco Public Utilities Commission (“SFPUC”) extend distribution or service facilities to provide electric service to applicant at the [PROJECT NAME/ADDRESS] identified above.

**I. PROJECT RESPONSIBILITY.**

Unless Applicant otherwise requests in Section I.C, and SFPUC agrees, the responsibility for work on Applicant’s project shall allocated as described in Sections I.A and I.B:

**A. Applicant**

1. Design service facilities beyond the service delivery point
2. Excavate for and install substructures for a distribution line on Applicant’s property
3. Excavate for and install substructures and protective structures for service facilities on Applicant’s property
4. If Applicant is a developer, excavate for and install substructures for distribution and service lines in the public right-of-way or on Applicant’s property that will become a public right-of-way

**B. SFPUC**

1. Conduct system studies and provide system reinforcement where necessary
2. Approve any Applicant design and inspect any Applicant work on distribution line and service facilities
3. Design distribution line and service facilities in the public right-of-way up to the service delivery point
4. Install distribution line and service facilities (cables, transformer, meters, etc.)

**C. Work Responsibilities Reallocation**

Applicant requests that the work responsibilities identified below be reallocated as follows (check applicable box):

- 1. Applicant to design entire distribution line
- 2. Applicant to design entire service line
- 3. Applicant to excavate for and install substructures for entire distribution line

**APPENDIX C**  
**DISTRIBUTION AND SERVICE LINE EXTENSION AGREEMENT**

- 4. Applicant to excavate for and install substructures for entire service line
- 5. Applicant to install all distribution line facilities
- 6. Applicant to install all service facilities
- 7. SFPUC to excavate for and install substructures for distribution line
- 8. SFPUC to excavate for and install substructures for all service facilities
  
- SFPUC approves this request.
- SFPUC disapproves this request.

Approved: \_\_\_\_\_  
 (NAME) (TITLE)

**II. PROJECT COSTS AND COST ALLOCATION**

The cost responsibility for Applicant's project shall allocated as follows:

**A. Refundable Costs (SFPUC responsibility)**

- |  |   |       |
|--|---|-------|
| 1. SFPUC costs for installation of distribution line and/or service facilities |   | _____ |
| 2. Value of Applicant installed distribution line and/or service facilities    | + | _____ |
| 3. Less allowances (from II.D below)   | - | _____ |
| Total refundable costs   | = | _____ |

**B. Non-Refundable Costs (Applicant responsibility)**

- |   |   |       |
|---|---|-------|
| 1. System studies                                     |   | _____ |
| 2. System reinforcement                               | + | _____ |
| 3. Design of distribution line and service facilities | + | _____ |
| 4. SFPUC plan checks and inspections                  | + | _____ |
| 5. SFPUC performance of Applicant work                | + | _____ |
| 6. Costs/value of excavation and substructures        | + | _____ |
| 7. Other SFPUC costs                                  | + | _____ |
| Total non-refundable costs                            | = | _____ |

**APPENDIX C**  
**DISTRIBUTION AND SERVICE LINE EXTENSION AGREEMENT**

**C. Refund Options**

- 1. 10-year refundable advance option (from II.A.3 above) \_\_\_\_\_ or
- 2. Non-refundable advance option (II.A.3 x 50%) \_\_\_\_\_

**D. Applicant allowances**

- 1. Residential \_\_\_\_\_
- 2. Commercial + \_\_\_\_\_
- Total allowances = \_\_\_\_\_

**III. PG&E COSTS**

Applicant responsibility for costs SFPUC has or will incur to Pacific Gas and Electric Company, pursuant to SFPUC Rule 15.E \_\_\_\_\_

**IV. APPLICANT ADVANCE PAYMENT (CHECK ONE BOX)**

- A. Refundable payment option (from II.C.1) \_\_\_\_\_
- Non-refundable costs (from II.B) + \_\_\_\_\_
- PG&E costs (from III) + \_\_\_\_\_
- Total = \_\_\_\_\_
- B. Refundable payment option (from II.C.2) \_\_\_\_\_
- Non-refundable costs (from II.B) + \_\_\_\_\_
- PG&E costs (from III) + \_\_\_\_\_
- Total costs = \_\_\_\_\_

**V. INSTRUCTIONS AND CONDITIONS**

Select only one payment option in Section IV above, sign the Agreement in the space below, and return the signed Agreement along with your advance payment to SFPUC Customer Service Bureau, 525 Golden Gate Avenue, San Francisco, 94102.

- A. This Agreement is subject to such modifications as SFPUC may direct from time to time in the exercise of its authority. SFPUC is not bound by the costs quoted above if payment and the signed Agreement are not received by SFPUC within 90 days. In addition, SFPUC has based its costs on information provided by the applicant in its application for electric service. SFPUC reserves the right to amend this cost statement in the event applicant makes any changes to that information provided in the application.
- B. SFPUC will use its best efforts to begin work on this project within 90 days of receipt of Applicant's signed Agreement and payment of the applicable advance.
- C. The costs portion of this Agreement are based on the requirements of Section 15 of the SFPUC Rules & Regulations Governing Electric Service, which are available on SFPUC's website

**APPENDIX C**  
**DISTRIBUTION AND SERVICE LINE EXTENSION AGREEMENT**

(sfwater.org). If you have any questions about this Distribution and Service Line Extension Agreement please contact an SFPUC Customer Service Bureau representative on (415) 551-4720.

San Francisco Public Utilities Commission   Applicant

|           |           |       |
|-----------|-----------|-------|
| Name      | Name      |       |
| Title     |           | Title |
| Signature | Signature |       |
| Date      | Date      |       |



**APPENDIX D**  
**FORM ELECTRIC SERVICE AGREEMENT**

**ELECTRIC SERVICE AGREEMENT**  
**BETWEEN**  
**[CUSTOMER NAME]**  
**AND**  
**THE CITY AND COUNTY OF SAN FRANCISCO**

This Electric Service Agreement (“ESA”), dated as of, \_\_\_\_\_, is by and between the [CUSTOMER NAME] (“Customer”), and THE CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“City”), acting by and through its Public Utilities Commission (“SFPUC”). Customer and City are sometimes referred to as a “Party” and are collectively referred to as the “Parties.”

WHEREAS, Customer and City have agreed that City will provide Electric Service to Customer’s Property; NOW, therefore, the Parties agree as follows:

**Section 1. DEFINITIONS**

The capitalized terms in this ESA shall have the meaning set forth below. Capitalized terms that are not defined below have the definitions set forth in the SFPUC Rules.

a. “Interconnection Costs” means the costs for PG&E or City to install new equipment, and other related PG&E charges and fees, required under the WDSA to interconnect the Property with the PG&E distribution system and presented to Customer pursuant to Section 6.

b. “Intervening Facilities Control Agreement” means an agreement between City and Customer granting City control over any of Customer’s electrical facilities that may be necessary for City to serve Customer pursuant to the WDSA.

c. “PG&E” means Pacific Gas and Electric Company.

d. “Property” means that certain property owned or leased by Customer and set forth in Exhibit A.

e. “Nonbypassable Charges” or “Departing Load Charges” means charges that PG&E may recover from Customer pursuant to California law.

f. “Service Initiation Fee” means the fee required by PG&E to reserve capacity and initiate distribution service under the WDSA.

g. “SFPUC Rules” means *SFPUC Rules & Regulations Governing Electric Service* as adopted by the SFPUC and as may be amended from time-to-time.

h. “SFPUC Rate Schedules” means *SFPUC Rate Schedules & Fees for Water, Power, and Sewer Service* as adopted by the SFPUC and as may be amended from time-to-time.

i. “Specifications for Distribution Service” means an exhibit to the WDSA that is required for City to interconnect Customer’s facilities to PG&E’s distribution system.

j. “Uncontrollable Forces” means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire storm, flood, earthquake, explosion, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities or other cause beyond the reasonable control of a Party that could not be avoided through the exercise of commercially reasonable efforts.

**APPENDIX D**  
**FORM ELECTRIC SERVICE AGREEMENT**

k. “Unrecovered Costs” means the sum of: (i) all Interconnection Costs that were previously incurred by City or committed to by contract or required by law, and which have not been previously paid by Customer; and (ii) any penalties, fees, or liabilities City may be required to pay to any third party as a direct cause of termination of this ESA.

l. “WDSA” means the existing Wholesale Distribution Service Agreement between City and PG&E.

**Section 2. TERM AND TERMINATION**

a. This ESA will become effective upon execution by the Parties.

b. This ESA will remain in effect so long as Customer receives Electric Service from City or until terminated by either Party or another utility pursuant to subsections (c) and (d) below.

c. Customer may terminate this ESA at any time upon 30 days’ written notice to City. If Customer terminates this ESA before City recovers all of the Unrecovered Costs, Customer shall reimburse City for the remainder of the Unrecovered Costs.

d. City may discontinue Electric Service to the Property in accordance with the SFPUC Rules.

**Section 3. COMMENCEMENT OF SERVICE**

Electric Service to Customer’s Property will commence when City notifies Customer that the following actions when required have occurred:

a. City and Customer have entered into any required Distribution or Service Line Extension Agreements that are necessary for City to provide Electric Service to the Property.

b. City and Customer have installed any required Distribution or Service Line Extensions.

c. If required to provide Electric Service, PG&E has filed with the Federal Energy Regulatory Commission one or more Specifications for Distribution Service to interconnect the Property to PG&E’s distribution system, and has constructed any facilities PG&E is required to construct.

d. If required to reliably serve the load, City and/or PG&E has installed necessary distribution system improvements

e. If required by City, Customer has executed an Intervening Facilities Control Agreement.

**Section 4. CITY RESPONSIBILITIES**

City will provide Electric Service to the Property during the term of this ESA as provided in the SFPUC Rules.

**APPENDIX D**  
**FORM ELECTRIC SERVICE AGREEMENT**

**Section 5. CUSTOMER RESPONSIBILITIES**

- a. Customer will take Electric Service from City until such time as this ESA is terminated pursuant to Section 2.
- b. Customer will reimburse City for its Interconnection Costs, if any, as set forth in Section 6.
- c. Customer will be responsible for the cost of any Distribution or Service Line Extensions necessary to provide Electric Service to the Property, to the extent those costs are allocated to Customer pursuant to the SFPUC Rules.
- d. Customer will be responsible for any PG&E and/or City distribution system upgrades to the extent that the upgrades are necessary to reliably serve the load.
- e. Customer will be solely responsible for any Nonbypassable Charges or Departing Load Charges imposed by PG&E for Electric Service to the Property.
- f. Customer will pay for Electric Service to the Property at the rates set forth in the applicable SFPUC Rate Schedules and in accordance with the SFPUC Rules.

**Section 6. INTERCONNECTION COSTS**

- a. If City is required to pay a Service Initiation Fee to PG&E in order for the City to provide service to the Property, Customer will reimburse City for the Service Initiation Fee. City will return to the Customer within thirty days any portion of the Service Initiation Fee that is refunded to the City by PG&E minus any reasonable costs incurred by the City in connection with the Electric Service initiation.
- b. If City submits an application to PG&E for wholesale distribution service to the Property, PG&E may notify City that: (i) PG&E will need to perform a system impact study; (ii) PG&E will need to install additional equipment in order to provide Electric Service to Customer; and/or (iii) City will need to install additional equipment in order to provide such Electric Service. City will inform Customer in writing of the estimated costs for any such study or equipment. Unless Customer directs City in writing to terminate this Agreement within ten days of receipt of the cost estimate, or the City and the Customer otherwise agree in writing, Customer will reimburse San Francisco for its actual costs of any such additional equipment within thirty days of receipt of an invoice for such costs from City.

**Section 7. DISPUTE RESOLUTION**

- a. For disputes related to this ESA that the Parties have been unable to resolve through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association, under its Commercial Mediation Procedures, or such other mediator agreeable to the Parties.
- b. Such mediation shall be non-binding, and any Party not satisfied with the result of the mediation may opt for litigation.
- c. Each Party shall bear its own costs associated with mediation.

**APPENDIX D**  
**FORM ELECTRIC SERVICE AGREEMENT**

**Section 8. UNCONTROLLABLE FORCES**

a. Neither Party shall be considered in default in the performance of any obligations under this ESA when such failure of performance shall be the result of Uncontrollable Forces.

b. Nothing contained in this Section shall be construed as requiring a Party to settle any strike, lockout, or labor dispute in which it may be involved, or to accept any permit, certificate or other authorization, or enter into other contracts or commit to financing arrangements, which contain conditions or terms that the Party determines are unduly burdensome. Nothing in this Section shall be interpreted to excuse the negligence or lack of due diligence by the Party unable to perform its obligation.

**Section 9. GENERAL PROVISIONS**

a. This ESA may be amended or modified only in writing signed by the Parties.

b. No waiver by any party of any of the provisions of this ESA shall be effective unless in writing and signed by the SFPUC Assistant General Manager, Power or the \_\_\_\_\_ of Customer, and only to the extent expressly provided in such written waiver.

c. This ESA, the SFPUC Rules, and the SFPUC Rate Schedules contain the entire agreement between the Parties and all prior written or oral negotiations, discussions, understandings, and agreements are merged herein.

d. Electric Service under this ESA is subject to the SFPUC Rules, which are incorporated into this ESA in their entirety. Where there is a conflict between the SFPUC Rules and this ESA, the terms and conditions of this ESA shall prevail.

e. The section and other headings of this ESA are for convenience of reference only and shall be disregarded in the interpretation of this ESA.

f. This ESA may be executed in two or more counterparts, each of which shall be deemed an original agreement, but all of which taken together shall constitute one and the same instrument.

g. The formation, interpretation, and performance of this ESA shall be governed by the laws of the State of California. Venue for all litigation relating to the formation, interpretation, and performance of this ESA shall be in San Francisco.

h. Should the application of any provision of this ESA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then: (i) the validity of this ESA shall not be affected or impaired thereby; and (ii) such provisions shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

i. By executing this ESA, each Party represents and warrants to the other that it has full right and authority to enter into this ESA.

**Section 10. NOTICE TO THE PARTIES**

Unless otherwise indicated elsewhere in this ESA, all written notices or communications sent by the parties may be sent by registered or certified U.S. Mail, or by a nationally recognized overnight courier, and by electronic mail, to the following persons:

**APPENDIX D  
FORM ELECTRIC SERVICE AGREEMENT**

**To City:**

Assistant General Manager, Power  
Utilities Commission  
San Francisco, CA 94102  
Tel:  
Email:

San Francisco Public  
525 Golden Gate Avenue, 13th Floor

With a copy to:

Office of the City Attorney  
1 Dr. Carlton B. Goodlett Place, Room 234  
San Francisco, CA 94102-4682  
Attn: Energy and Telecommunications Team  
Tel: (415) 554-4700  
E-mail:

**To Customer:**

IN WITNESS WHEREOF, City and Customer have executed this ESA as of the date of the last signature below.

**CITY AND COUNTY OF SAN  
FRANCISCO**

**[CUSTOMER NAME]**

By: \_\_\_\_\_  
Assistant General Manager, Power  
San Francisco Public Utilities  
Commission

By: \_\_\_\_\_  
[Title]

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

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

**EXHIBIT A**

**PROPERTY**

**APPENDIX E**  
**FORM STREET LIGHT ELECTRIC SERVICE AGREEMENT**

**STREET LIGHT ELECTRIC SERVICE AGREEMENT**  
**BETWEEN**  
**[DEVELOPER NAME]**  
**AND THE CITY AND COUNTY OF SAN FRANCISCO**

This Street Light Electric Service Agreement (“Agreement”), dated as of \_\_\_\_\_, is by and between [DEVELOPER NAME] (“Developer”), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“City”), acting by and through its Public Utilities Commission (“SFPUC”). Developer and City, are sometimes referred to as a “Party” and are collectively referred to as the “Parties.”

WHEREAS, Developer's Project includes the installation of certain Street Lights;  
WHEREAS, Developer anticipates that at the conclusion of the Project City will accept ownership of Developer Street Lights; and

WHEREAS, Developer and City have agreed that City will provide Electric Service to Developer Street Lights prior to their acceptance by City; and

NOW, therefore, the Parties agree as follows:

**Section 4. DEFINITIONS**

The capitalized terms in this Agreement shall have the meaning set forth below. Capitalized terms that are not defined below have the definitions set forth in the SFPUC Rules.

m. “Developer Street Lights” means the street lights Developer will install, or has installed, at the Project in accordance with City requirements, all of which are identified in Exhibit A.

n. “Interconnection Costs” means the costs for PG&E or City to install new equipment, and other PG&E charges and fees, required under the WDSA to interconnect Developer Street Lights with the PG&E distribution system.

o. “Intervening Facilities Control Agreement” means an agreement between City and Developer granting City control over any of Developer’s electrical facilities that may be necessary for City to serve Developer Street Lights pursuant to the WDSA.

p. “PG&E” means Pacific Gas and Electric Company.

q. “Project” means Developer’s [describe project] at [address].

r. “Nonbypassable Charges” or “Departing Load Charges” means charges that PG&E may recover from Developer pursuant to California law.

s. “Service Initiation Fee” means the fee required by PG&E to reserve capacity and initiate distribution service under the WDSA.

t. “SFPUC Rules” means SFPUC *Rules & Regulations Governing Electric Service* as adopted by the SFPUC and as may be amended from time-to-time.

## **APPENDIX E**

### **FORM STREET LIGHT ELECTRIC SERVICE AGREEMENT**

u. “SFPUC Rate Schedules” means *SFPUC Rate Schedules & Fees for Water, Power, and Sewer Service* as adopted by the SFPUC and as may be amended from time-to-time.

v. “Specifications for Distribution Service” means an exhibit to the WDSA that is required for City to interconnect Customer’s facilities to PG&E’s distribution system.

w. “Uncontrollable Forces” means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire storm, flood, earthquake, explosion, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities or other cause beyond the reasonable control of a Party which could not be avoided through the exercise of commercially reasonable efforts.

x. “Unrecovered Costs” means the sum of: (i) all Interconnection Costs that were previously incurred by City or committed to by contract or required by law, and which have not been previously paid by Developer; and (ii) any penalties, fees, or liabilities City may be required to pay to any third party as a result of termination of this Agreement.

y. “WDSA” means the existing Wholesale Distribution Service Agreement between City and PG&E.

#### **Section 2. TERM AND TERMINATION**

a. This Agreement will become effective upon execution by the Parties.

b. This Agreement will remain in effect until the Board of Supervisors accepts a street in the Project containing Developer Street Lights or until terminated by either Party pursuant to subsections (c) and (d) below.

c. Developer may terminate this Agreement at any time upon 90 days’ written notice to City. If Developer terminates this Agreement before City recovers all of the Unrecovered Costs, Developer shall reimburse City for the remainder of the Unrecovered Costs.

d. City may discontinue Electric Service to Developer in accordance with the SFPUC Rules.

#### **Section 3. COMMENCEMENT OF SERVICE**

Electric Service will commence when all of the following have occurred:

a. City and PG&E have entered into any required Distribution or Service Line Extensions Agreements that are necessary for City to provide Electric Service to Developer Street Lights.

b. City and Developer have installed any required Distribution or Service Line Extensions.

c. If required to provide Electric Service, PG&E has filed with the Federal Energy Regulatory Commission one or more Specifications for Distribution Service to interconnect

**APPENDIX E**  
**FORM STREET LIGHT ELECTRIC SERVICE AGREEMENT**

d. Developer Street Lights to PG&E's distribution system, and has constructed any facilities PG&E is required to construct.

e. If required by City, Developer has executed an Intervening Facilities Control Agreement.

f. Developer informs City that Developer Street Lights have been installed and are ready to be operated.

g. City has inspected Developer Street Lights and determined that they meet City requirements.

**Section 4. CITY RESPONSIBILITIES**

a. City will provide Electric Service to Developer Street Lights during the term of this Agreement is provided for in the SFPUC Rules.

b. Unless and until the Board of Supervisors accepts a street in the Project containing Developer Street Lights, San Francisco does not own Developer Street Lights and has no responsibility for them, including but not limited, their operation and maintenance.

**Section 5. DEVELOPER RESPONSIBILITIES**

a. Until the Board of Supervisors accepts a street in the Project containing a Developer Street Lights, Developer will: (i) pay for Electric Service to Developer Street Lights at the rates set forth in the applicable SFPUC Rate Schedule; and (ii) operate and maintain Developer Street Lights.

b. As part of the acceptance process, Developer will convey title to Developer Street Lights to the City.

c. Notwithstanding the foregoing, to the extent Developer's failure to properly maintain Developer Street Lights requires City to incur maintenance costs Developer will reimburse City for such costs on a time and materials basis. City may include such costs in any electric bill sent to Developer for Electric Service to Developer Street Lights.

d. Developer will reimburse City for its Interconnection Costs, if any, as set forth in Section 6.

e. Developer will be responsible for the cost of any Distribution or Service Line Extensions necessary to provide Electric Service Developer Street Lights, to the extent those costs are allocated to Customer pursuant to the SFPUC Rules.

f. Developer will be solely responsible for any Nonbypassable Charges or Departing Load Charges imposed by PG&E for Electric Service Developer Street Lights.



## **APPENDIX E**

### **FORM STREET LIGHT ELECTRIC SERVICE AGREEMENT**

#### **Section 6. INTERCONNECTION COSTS**

a. If City is required to pay a Service Initiation Fee to PG&E in order for the City to provide Electric Service to Developer Street Lights Developer will reimburse City for the Service Initiation Fee. City will return to Developer within thirty days any portion of the Service Initiation Fee that is refunded to the City by PG&E minus any reasonable costs incurred by the City in connection with the Electric Service initiation.

b. If City submits an application to PG&E for wholesale distribution service to Developer Street Lights PG&E may notify City that: (i) PG&E will need to install additional equipment in order to provide Electric Service to Developer; and/or (ii) City will need to install additional equipment in order to provide such Electric Service. City shall inform Developer in writing of the estimated costs for any such equipment. Unless Developer directs City in writing within ten days of receipt of the cost estimate to terminate the WDSA, Developer shall reimburse City for its actual costs of any such additional equipment within thirty days of receipt of an invoice for such costs from City.

#### **Section 7. DISPUTE RESOLUTION**

d. For disputes related to this Agreement that the Parties have been unable to resolve through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association, under its Commercial Mediation Procedures, or such other mediator agreeable to the Parties.

e. Such mediation shall be non-binding, and any Party not satisfied with the result of the mediation may opt for litigation.

f. Each Party shall bear its own costs associated with mediation.

#### **Section 8. UNCONTROLLABLE FORCES**

a. Neither Party shall be considered in default in the performance of any obligations under this Agreement when such failure of performance shall be the result of uncontrollable forces.

b. Nothing contained in this Section shall be construed as requiring a Party to settle any strike, lockout, or labor dispute in which it may be involved, or to accept any permit, certificate or other authorization, or enter into other contracts or commit to financing arrangements, which contain conditions or terms that the Party determines are unduly burdensome. Nothing in this Section shall be interpreted to excuse the negligence or lack of due diligence by the Party unable to perform its obligation.

#### **Section 9. INDEMNITY**

a. Developer agrees to defend, indemnify and hold harmless City, and City's commissioners, officers, employees and agents (City's Indemnites) from any and all acts,

## **APPENDIX E**

### **FORM STREET LIGHT ELECTRIC SERVICE AGREEMENT**

claims, omissions, liabilities and losses by whomever asserted arising out of or in any way connected to the performance of this Agreement, except those arising by reason of the sole gross negligence or willful misconduct of City or its Indemnities.

b. In the event of concurrent negligence of City or its Indemnities and Developer, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified. Developer shall have no authority to settle an action against City or its Indemnities without the advance written consent of City, which consent shall not be unreasonably withheld.

#### **Section 10. GENERAL PROVISIONS**

j. This Agreement may be amended or modified only in writing, subject to the same approval process required for this Agreement.

k. No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by the SFPUC Assistant General Manager, Power Enterprise or the \_\_\_\_\_ of Developer, and only to the extent expressly provided in such written waiver.

l. This Agreement, the SFPUC Rules, and the SFPUC Rate Schedules contain the entire agreement between the Parties and all prior written or oral negotiations, discussions, understandings, and agreements are merged herein.

m. Electric Service under this Agreement is subject to the SFPUC Rules, which are incorporated into this Agreement in their entirety. Where there is a conflict between the SFPUC Rules and this Agreement, the terms and conditions of this Agreement shall prevail.

n. The section and other headings of this Agreement are for convenience of reference only and shall be disregarded in the interpretation of this Agreement.

o. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original agreement, but all of which taken together shall constitute one and the same instrument.

p. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relating to the formation, interpretation, and performance of this Agreement shall be in San Francisco.

q. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then: (i) the validity of this Agreement shall not be affected or impaired thereby; and (ii) such provisions shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

r. By executing this Agreement, each Party represents and warrants to the other that it has full right and authority to enter into this Agreement.

**APPENDIX E**  
**FORM STREET LIGHT ELECTRIC SERVICE AGREEMENT**

**Section 11. NOTICE TO THE PARTIES**

Unless otherwise indicated elsewhere in this Agreement, all written notices or communications sent by the parties may be sent by registered or certified U.S. Mail, by a nationally recognized overnight courier, or fax, and shall also be sent by electronic mail, to the following persons:

**To City:**

Assistant General Manager, Power Enterprise  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 13th Floor  
San Francisco, CA 94102  
Tel:  
Fax:  
Email:

**To Developer:**

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the date of the last signature below.

**CITY AND COUNTY OF SAN  
FRANCISCO**

**[DEVELOPER NAME]**

By: \_\_\_\_\_  
Assistant General Manager  
Power Enterprise

By: \_\_\_\_\_  
[Title]

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

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

**APPENDIX F**  
**FORM STREET LIGHT ELECTRIC SERVICE, OPERATION, AND**  
**MAINTENANCE AGREEMENT**

**STREET LIGHT ELECTRIC SERVICE, OPERATION, AND MAINTENANCE**  
**AGREEMENT**  
**BETWEEN**  
**[CUSTOMER NAME]**  
**AND THE CITY AND COUNTY OF SAN FRANCISCO**

This Street Light Electric Service, Operation, and Maintain Agreement (“Agreement”), dated as of \_\_\_\_\_, is by and between [CUSTOMER NAME] (“Customer”), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“City”), acting by and through its Public Utilities Commission (“SFPUC”). Customer and City, are sometimes referred to as a “Party” and are collectively referred to as the “Parties.”

WHEREAS, Customer and City have agreed that City will provide Electric Service to and Operate and Maintain Customer Street Lights.

NOW, therefore, the Parties agree as follows:

**Section 5. DEFINITIONS**

The capitalized terms in this Agreement shall have the meaning set forth below. Capitalized terms that are not defined below have the definitions set forth in the SFPUC Rules.

z. “Customer Street Lights” means the street lights Customer will install, or has installed, at the Property in accordance with City requirements, all of which are identified in Exhibit A.

aa. “Interconnection Costs” means the costs for PG&E or City to install new equipment, and other PG&E charges and fees, required under the WDSA to interconnect Customer Street Lights with the PG&E distribution system.

bb. “Intervening Facilities Control Agreement” means an agreement between City and Customer granting City control over of any of Customer’s electrical facilities that may be necessary for City to serve Customer Street Lights pursuant to the WDSA.

cc. “Operate and Maintain” means to keep Customer Street Lights in proper working order, as City would do with City-owned street lights.

dd. “PG&E” means Pacific Gas and Electric Company.

ee. “Property” means Customer’s Property at [address].

ff. “Nonbypassable Charges” or “Departing Load Charges” means charges that PG&E may recover from Customer pursuant to California law.

gg. “Service Initiation Fee” means the fee required by PG&E to reserve capacity and initiate distribution service under the WDSA.

**APPENDIX F**  
**FORM STREET LIGHT ELECTRIC SERVICE, OPERATION, AND**  
**MAINTENANCE AGREEMENT**

hh. “SFPUC Rules” means SFPUC *Rules & Regulations Governing Electric Service* as adopted by the SFPUC and as may be amended from time-to-time.

ii. “SFPUC Rate Schedules” means *SFPUC Rate Schedules & Fees for Water, Power, and Sewer Service* as adopted by the SFPUC and as may be amended from time-to-time.

jj. “Specifications for Distribution Service” means an exhibit to the WDSA that is required for City to interconnect Customer’s facilities to PG&E’s distribution system.

kk. “Uncontrollable Forces” means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire storm, flood, earthquake, explosion, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities or other cause beyond the reasonable control of a Party which could not be avoided through the exercise of commercially reasonable efforts.

ll. “Unrecovered Costs” means the sum of: (i) all Interconnection Costs that were previously incurred by City or committed to by contract or required by law, and which have not been previously paid by Customer; and (ii) any penalties, fees, or liabilities City may be required to pay to any third party as a result of termination of this Agreement.

mm. “WDSA” means the existing Wholesale Distribution Service Agreement between City and PG&E.

**Section 12. TERM AND TERMINATION**

- a. This Agreement will become effective upon execution by the Parties.
- b. This Agreement will remain in effect until terminated by either Party pursuant to subsections (c) and (d) below.
- c. Customer may terminate this Agreement at any time upon 90 days’ written notice to City. If Customer terminates this Agreement before City recovers all of the Unrecovered Costs, Customer shall reimburse City for the remainder of the Unrecovered Costs.
- d. City may discontinue Electric Service to Customer in accordance with the SFPUC Rules.
- e. City may terminate its obligation under this Agreement to Operate and Maintain Customer Street Lights at any time upon 90 days’ written notice if Customer breaches any of its obligations contained herein including, but not limited to, its obligation under Section 5.d to provide SFPUC with replacement poles and light fixtures.

**APPENDIX F**  
**FORM STREET LIGHT ELECTRIC SERVICE, OPERATION, AND**  
**MAINTENANCE AGREEMENT**

**Section 13: COMMENCEMENT OF SERVICE AND OPERATION AND MAINTENANCE**

City's Electric Service to Customer Streets Lights, and its obligation to Operate and Maintain Customer Street Lights, will both commence when all of the following have occurred:

- a. City and PG&E have entered into any required Distribution or Service Line Extensions Agreements that are necessary for City to provide Electric Service to Customer Street Lights.
- b. City and Customer have installed any required Distribution or Service Line Extensions.
- c. If required to provide Electric Service, PG&E has filed with the Federal Energy Regulatory Commission one or more Specifications for Distribution Service to interconnect Customer Street Lights to PG&E's distribution system, and has constructed any facilities PG&E is required to construct.
- d. Customer informs City that Customer Street Lights have been installed and are ready to be operated.
- e. City has inspected Customer Street Lights had determined that they meet City requirements.

**Section 13. CITY RESPONSIBILITIES**

- a. City will provide Electric Service to Customer Street Lights during the term of this Agreement is provided for in the SFPUC Rules.
- b. City will Operate and Maintain Customer Street Lights at Customer's expense.

**Section 14. CUSTOMER RESPONSIBILITIES**

- a. Customer will: (i) pay for Electric Service to Customer Street Lights at the rates set forth in the applicable SFPUC Rate Schedule; and (ii) reimburse City for its cost to Operate and Maintain Customer Street Lights.
- b. Customer will reimburse City for its Interconnection Costs, if any, as set forth in Section 6.
- c. Customer will be responsible for the cost of any Distribution or Service Line Extensions necessary to provide Electric Service Customer Street Lights, to the extent those costs are allocated to Customer pursuant to the SFPUC Rules.

**APPENDIX F**  
**FORM STREET LIGHT ELECTRIC SERVICE, OPERATION, AND**  
**MAINTENANCE AGREEMENT**

d. Customer will provide SFPUC with a minimum of two poles and light fixtures for each type of Customer Street Light for City to use in the event any repairs or replacements are required. During the term of this Agreement, City can require Customer to provide additional poles or light fixtures if: (i) City is required to use either of the poles or light fixtures Customer initially provided to SFPUC; or (ii) City determines that it needs additional poles or light fixtures to ensure the continued operation of Customer Street Lights.

e. Customer will reimburse City for any costs incurred by City to Operate and Maintain Customer Street Lights.

f. Customer will be solely responsible for any Nonbypassable Charges or Departing Load Charges imposed by PG&E for Electric Service to Customer Street Lights.

**Section 15. INTERCONNECTION COSTS**

a. If City is required to pay a Service Initiation Fee to PG&E in order to provide Electric Service to Customer Street Lights Customer will reimburse City for the Service Initiation Fee. City will return to Customer within thirty days any portion of the Service Initiation Fee that is refunded to the City by PG&E minus any reasonable costs incurred by the City in connection with the Electric Service initiation.

b. If City submits an application to PG&E for wholesale distribution service to Customer Street Lights PG&E may notify City that: (i) PG&E will need to install additional equipment in order to provide Electric Service to Customer; and/or (ii) City will need to install additional equipment in order to provide such Electric Service. City shall inform Customer in writing of the estimated costs for any such equipment. Unless Customer directs City in writing within ten days of receipt of the cost estimate to terminate the WDSA, Customer shall reimburse City for its actual costs of any such additional equipment within thirty days of receipt of an invoice for such costs from City.

**Section 16. DISPUTE RESOLUTION**

a. For disputes related to this Agreement that the Parties have been unable to resolve through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association, under its Commercial Mediation Procedures, or such other mediator agreeable to the Parties.

b. Such mediation shall be non-binding, and any Party not satisfied with the result of the mediation may opt for litigation.

c. Each Party shall bear its own costs associated with mediation.

**Section 17. UNCONTROLLABLE FORCES**

a. Neither Party shall be considered in default in the performance of any obligations under this Agreement when such failure of performance shall be the result of uncontrollable forces.

**APPENDIX F**  
**FORM STREET LIGHT ELECTRIC SERVICE, OPERATION, AND**  
**MAINTENANCE AGREEMENT**

b. Nothing contained in this Section shall be construed as requiring a Party to settle any strike, lockout, or labor dispute in which it may be involved, or to accept any permit, certificate or other authorization, or enter into other contracts or commit to financing arrangements, which contain conditions or terms that the Party determines are unduly burdensome. Nothing in this Section shall be interpreted to excuse the negligence or lack of due diligence by the Party unable to perform its obligation.

**Section 18. INDEMNITY**

a. Customer agrees to defend, indemnify and hold harmless City, and City's commissioners, officers, employees and agents (City's Indemnitees) from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of or in any way connected to the performance of this Agreement, except those arising by reason of the sole gross negligence or willful misconduct of City or its Indemnitees.

b. In the event of concurrent negligence of City or its Indemnitees and Customer, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified. Customer shall have no authority to settle an action against City or its Indemnitees without the advance written consent of City, which consent shall not be unreasonably withheld.

**Section 19. GENERAL PROVISIONS**

a. This Agreement may be amended or modified only in writing, subject to the same approval process required for this Agreement.

b. No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by the SFPUC Assistant General Manager, Power Enterprise or the \_\_\_\_\_ of Customer, and only to the extent expressly provided in such written waiver.

c. This Agreement, the SFPUC Rules, and the SFPUC Rate Schedules contain the entire agreement between the Parties and all prior written or oral negotiations, discussions, understandings, and agreements are merged herein.

d. Electric Service under this Agreement is subject to the SFPUC Rules, which are incorporated into this Agreement in their entirety. Where there is a conflict between the SFPUC Rules and this Agreement, the terms and conditions of this Agreement shall prevail.

e. The section and other headings of this Agreement are for convenience of reference only and shall be disregarded in the interpretation of this Agreement.

f. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original agreement, but all of which taken together shall constitute one and the same instrument.



**APPENDIX F**  
**FORM STREET LIGHT ELECTRIC SERVICE, OPERATION, AND**  
**MAINTENANCE AGREEMENT**

g. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relating to the formation, interpretation, and performance of this Agreement shall be in San Francisco.

h. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then: (i) the validity of this Agreement shall not be affected or impaired thereby; and (ii) such provisions shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

i. By executing this Agreement, each Party represents and warrants to the other that it has full right and authority to enter into this Agreement.

**Section 20. NOTICE TO THE PARTIES**

Unless otherwise indicated elsewhere in this Agreement, all written notices or communications sent by the parties may be sent by registered or certified U.S. Mail, by a nationally recognized overnight courier, or fax, and shall also be sent by electronic mail, to the following persons:

**To City:**

Assistant General Manager, Power Enterprise  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 13th Floor  
San Francisco, CA 94102  
Tel:  
Fax:  
Email:

**To Customer:**

IN WITNESS WHEREOF, City and Customer have executed this Agreement as of the date of the last signature below.

**CITY AND COUNTY OF SAN  
FRANCISCO**

**[CUSTOMER NAME]**

By: \_\_\_\_\_  
Assistant General Manager  
Power Enterprise

By: \_\_\_\_\_  
[Title]

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

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

**APPENDIX G**  
**FORM STREET LIGHT ELECTRIC SERVICE, OPERATION, AND MAINTENANCE AGREEMENT**



**AUTHORIZATION TO PROVIDE CUSTOMER INFORMATION TO THIRD PARTY**

I, \_\_\_\_\_,  
NAME

the \_\_\_\_\_, of \_\_\_\_\_  
TITLE (If Applicable) NAME OF ENTITY (If Applicable)

**am the customer receiving electric service from the San Francisco Public Utilities Commission at:**

\_\_\_\_\_  
CUSTOMER ADDRESS CITY STATE ZIP

**My mailing address (if different from Customer Address) is:**

\_\_\_\_\_  
MAILING ADDRESS CITY STATE ZIP

**I do hereby appoint \_\_\_\_\_ located at the following address:**  
NAME OF THIRD PARTY

\_\_\_\_\_  
MAILING ADDRESS CITY STATE ZIP

**to act as my agent and consultant (Agent) for the listed account(s) and in the categories indicated below:**

**ACCOUNTS INCLUDED IN THIS AUTHORIZATION:**

1. \_\_\_\_\_  
SERVICE ADDRESS ACCOUNT NUMBER
2. \_\_\_\_\_  
SERVICE ADDRESS ACCOUNT NUMBER
3. \_\_\_\_\_  
SERVICE ADDRESS ACCOUNT NUMBER

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form)

**APPENDIX G**  
**FORM STREET LIGHT ELECTRIC SERVICE, OPERATION, AND MAINTENANCE AGREEMENT**

**I authorize my Agent to act on my behalf to perform the following specific acts and functions (initial all applicable boxes):**

- 1. Request and receive billing records, billing history and all meter usage data used for bill calculation for electric services.
- 2. Request and receive copies of any notices of discontinuance.
- 3. Request and receive copies of correspondence concerning (initial all that apply):
  - a. Verification of rate, date of rate change, and related information;
  - b. Contracts and service agreements;
  - c. Previous or proposed issuance of adjustments/credits; or
  - d. Other previously issued or unresolved/disputed billing adjustments.
- 4. Request investigation of my electric bill(s).
- 5. Request special metering, and the right to access interval usage and other metering data.
- 6. Request rate analysis.
- 7. Request rate changes.

**I authorize the release of my account information and authorize my Agent to act on my behalf on the following basis (initial one box only):**

- One time authorization only,
- One-year authorization.
- Authorization until \_\_\_\_\_ (three-year maximum)

**RELEASE OF ACCOUNT INFORMATION:**

**The San Francisco Public Utilities Commission will provide Agent with the information requested above, to the extent available, via any one of the following means. Agent prefers the following format(s) (check all that apply):**

- Hard copy via US Mail (if applicable).
- Facsimile at this telephone number: \_\_\_\_\_
- Electronic format to this e-mail address: \_\_\_\_\_

**APPENDIX G**  
**FORM STREET LIGHT ELECTRIC SERVICE, OPERATION, AND MAINTENANCE AGREEMENT**

**CUSTOMER AUTHORIZATION AND RELEASE**

I, \_\_\_\_\_ (print name of authorized customer signatory), being duly sworn declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I further certify that my Agent has authority to act on my behalf and request the release of information for the accounts listed on this form and perform the specific acts and functions listed above. I understand the San Francisco Public Utilities Commission reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. I authorize the San Francisco Public Utilities Commission to release the requested information on my account or facilities to the above Agent who is acting on my behalf regarding the matters listed above. I hereby release, hold harmless, and indemnify the San Francisco Public Utilities Commission from any liability, claims, demands, causes of action, damages, or expenses resulting from: (i) any release of information to my Agent pursuant to this Authorization; (ii) the unauthorized use of this information by my Agent; and (iii) from any actions taken by my Agent pursuant to this Authorization, including rate changes. I understand that I may cancel this authorization at any time by submitting a written request.

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
COMPANY (If Applicable)

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.

**AGENT RELEASE**

I \_\_\_\_\_ (print name of authorized agent signatory) hereby release, hold harmless, and indemnify the San Francisco Public Utilities Commission from any liability, claims, demand, causes of action, damages, or expenses resulting from the use of customer information obtained pursuant to this authorization and from the taking of any action pursuant to this authorization, including rate changes.

\_\_\_\_\_  
AGENT SIGNATURE

\_\_\_\_\_  
COMPANY (If Applicable)

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.

# Introduction Form

By a Member of the Board of Supervisors or Mayor

Time stamp  
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning : "Supervisor  inquiries"
- 5. City Attorney Request.
- 6. Call File No.  from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No.
- 9. Reactivate File No.
- 10. Topic submitted for Mayoral Appearance before the BOS on

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

**Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.**

Sponsor(s):

Walton

Subject:

Administrative Code - Electric Facilities at Development Projects

The text is listed:

Ordinance amending the Administrative Code to authorize the Public Utilities Commission to contract with developers that are installing infrastructure pursuant to a development agreement to install electric equipment that the Public Utilities Commission would otherwise be required to install without competitive bidding, subject to specified conditions.

Signature of Sponsoring Supervisor: /s/ Shamann Walton

For Clerk's Use Only

**From:** [Gee, Natalie \(BOS\)](#)  
**To:** [BOS Legislation, \(BOS\)](#)  
**Cc:** [Walton, Shamann \(BOS\)](#); [SANDERS, WILLIAM \(CAT\)](#); [Burch, Percy \(BOS\)](#); [Scarpulla, John \(PUC\)](#)  
**Subject:** Walton - Intro - Electric Facilities at Development Projects  
**Date:** Tuesday, March 9, 2021 2:15:14 PM  
**Attachments:** [01518129.DOCX](#)  
[01511205.DOCX](#)  
[Walton - Intro - Electric Facilities at Development Projects.pdf](#)

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Good afternoon Clerk Team,

Attached is President Walton's introduction today. I've CC'ed President Walton and Deputy City Attorney Bill Sanders to confirm their signatures.

Thank you,  
Natalie

**Natalie Gee** 朱凱勤, Chief of Staff  
**Supervisor Shamann Walton, District 10**  
**President, Board of Supervisors**  
1 Dr. Carlton B. Goodlett Pl, San Francisco | Room 282  
**Direct:** 415.554.7672 | **Office:** 415.554.7670

*I am working from due to the **COVID-19 Stay At Home Order** and will be most responsive by email.*

---

**From:** Sanders, William (CAT) <William.Sanders@sfcityatty.org>  
**Sent:** Monday, March 08, 2021 10:58 AM  
**To:** Gee, Natalie (BOS) <natalie.gee@sfgov.org>; Walton, Shamann (BOS) <shamann.walton@sfgov.org>; Scarpulla, John (PUC) <JScarpulla@sfgov.org>  
**Cc:** Burch, Percy (BOS) <percy.burch@sfgov.org>  
**Subject:** RE: Power Ordinance

Thanks Natalie:

Here is a revised version with some minor edits. I am also attaching the legislative digest.

When you send these to the Clerk's office, you can forward this email saying that I approve the ordinance as to form.

Bill

**William K. Sanders**  
Deputy City Attorney  
Office of the City Attorney Dennis Herrera  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 234  
San Francisco, CA 94102-4682  
(415) 554-6771 Direct  
(510) 593-6332 Mobile  
[www.sfcityattorney.org](http://www.sfcityattorney.org)

---

**From:** Gee, Natalie (BOS) <[natalie.gee@sfgov.org](mailto:natalie.gee@sfgov.org)>  
**Sent:** Monday, March 8, 2021 10:42 AM  
**To:** Sanders, William (CAT) <[William.Sanders@sfcityatty.org](mailto:William.Sanders@sfcityatty.org)>; Walton, Shamann (BOS) <[shamann.walton@sfgov.org](mailto:shamann.walton@sfgov.org)>; Scarpulla, John (PUC) <[JScarpulla@sfgwater.org](mailto:JScarpulla@sfgwater.org)>  
**Cc:** Burch, Percy (BOS) <[percy.burch@sfgov.org](mailto:percy.burch@sfgov.org)>  
**Subject:** Re: Power Ordinance

Thank you, John and Bill. I will submit on behalf of President Walton.

**Natalie Gee** 朱凱勤, Chief of Staff  
**Supervisor Shamann Walton, District 10**  
**President, Board of Supervisors**  
1 Dr. Carlton B. Goodlett Pl, San Francisco | Room 282  
**Direct:** 415.554.7672 | **Office:** 415.554.7670

*I am working from home due to the **COVID-19 Stay Safer At Home order** and will be most responsive by email.*

---

**From:** Sanders, William (CAT) <[William.Sanders@sfcityatty.org](mailto:William.Sanders@sfcityatty.org)>  
**Date:** Monday, March 8, 2021 at 6:19 AM  
**To:** Walton, Shamann (BOS) <[shamann.walton@sfgov.org](mailto:shamann.walton@sfgov.org)>, Scarpulla, John (PUC) <[JScarpulla@sfgwater.org](mailto:JScarpulla@sfgwater.org)>  
**Cc:** Burch, Percy (BOS) <[percy.burch@sfgov.org](mailto:percy.burch@sfgov.org)>, Gee, Natalie (BOS) <[natalie.gee@sfgov.org](mailto:natalie.gee@sfgov.org)>  
**Subject:** RE: Power Ordinance

Thank you both. I'll get it ready for introduction tomorrow. Bill

**William K. Sanders**  
Deputy City Attorney  
Office of the City Attorney Dennis Herrera  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 234  
San Francisco, CA 94102-4682  
(415) 554-6771 Direct  
(510) 593-6332 Mobile  
[www.sfcityattorney.org](http://www.sfcityattorney.org)

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**From:** Walton, Shamann (BOS) <[shamann.walton@sfgov.org](mailto:shamann.walton@sfgov.org)>  
**Sent:** Sunday, March 7, 2021 5:24 PM  
**To:** Scarpulla, John (PUC) <[JScarpulla@sfgwater.org](mailto:JScarpulla@sfgwater.org)>  
**Cc:** Burch, Percy (BOS) <[percy.burch@sfgov.org](mailto:percy.burch@sfgov.org)>; Gee, Natalie (BOS) <[natalie.gee@sfgov.org](mailto:natalie.gee@sfgov.org)>; Sanders, William (CAT) <[William.Sanders@sfcityatty.org](mailto:William.Sanders@sfcityatty.org)>  
**Subject:** Re: Power Ordinance

Thank you John.

Sent from my mobile device. Please excuse typos.

Supervisor Shamann Walton  
President, San Francisco Board of Supervisors  
District 10  
1 Dr. Carlton B. Goodlett Pl, Room 282  
Office: 415.554.7670

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**From:** Scarpulla, John <[JScarpulla@sfgov.org](mailto:JScarpulla@sfgov.org)>

**Sent:** Sunday, March 7, 2021 3:40:33 PM

**To:** Walton, Shamann (BOS) <[shamann.walton@sfgov.org](mailto:shamann.walton@sfgov.org)>

**Cc:** Burch, Percy (BOS) <[percy.burch@sfgov.org](mailto:percy.burch@sfgov.org)>; Gee, Natalie (BOS) <[natalie.gee@sfgov.org](mailto:natalie.gee@sfgov.org)>;

SANDERS, WILLIAM (CAT) <[William.Sanders@sfcityatty.org](mailto:William.Sanders@sfcityatty.org)>

**Subject:** Power Ordinance

Hi President Walton,

Per our conversation, please see attached for the ordinance for introduction on Tuesday.

I've cc'd William Sanders, the drafting CAO, in case he needs to provide a digital signature, etc.

Thank you,  
John



1 [Administrative Code - Electric Facilities at Development Projects]

2  
3 **Ordinance amending the Administrative Code to authorize the Public Utilities**  
4 **Commission to contract with developers that are installing infrastructure, pursuant to a**  
5 **development agreement, to install electric equipment that the Public Utilities**  
6 **Commission would otherwise be required to install without competitive bidding,**  
7 **subject to specified conditions.**

8 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.  
9 **Additions to Codes** are in *single-underline italics Times New Roman font*.  
10 **Deletions to Codes** are in *strikethrough italics Times New Roman font*.  
11 **Board amendment additions** are in double-underlined Arial font.  
12 **Board amendment deletions** are in ~~strikethrough Arial font~~.  
13 **Asterisks (\* \* \* \*)** indicate the omission of unchanged Code  
14 subsections or parts of tables.

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

16 Section 1. Background and Findings.

17 (a) The City and County of San Francisco ("City") operates a municipal electric  
18 utility through the Public Utilities Commission ("PUC").

19 (b) Administrative Code Chapter 99 requires the City to "consider the feasibility of  
20 supplying electricity to all new City developments, including, without limitation, military base  
21 reuse projects, redevelopment projects, projects occupying any portion of public land, and  
22 projects funded in whole or in part by local, State, or Federal funds and other City projects."

23 (c) Consistent with Chapter 99, the City has included in development agreements a  
24 requirement that, where feasible, electric service to these developments shall be provided by  
25 the PUC, provided that the costs of that service, which includes the capital refund structure for

1 the applicable service, is comparable to or less than the prevailing market rates in San  
2 Francisco for comparable types of service.

3 (d) Pursuant to Chapter 99, the PUC has conducted feasibility studies for a number  
4 of development projects and determined that it is feasible for the PUC to provide electric  
5 service to a number of projects, including Hunters Point Shipyard and Candlestick Point,  
6 Treasure Island and Yerba Buena Island, Mission Rock, Pier 70, Sunnydale HOPE SF, and  
7 Potrero HOPE SF. These are all mixed-use projects that will, among other things, provide new  
8 housing for residents of San Francisco (including significant affordable housing), parks and  
9 open spaces, and office and retail space.

10 (e) As repeatedly recognized by the Board of Supervisors, the City faces a severe  
11 and continuing housing crisis, and the City has adopted many measures to try to alleviate the  
12 crisis, including building additional affordable housing.

13 (f) In 2017, the PUC adopted the Power Enterprise Rules and Regulations  
14 Governing Electric Service (“Rules”). Consistent with standards for electric utilities, Article XV  
15 of the Rules requires the PUC and developers to share the responsibilities and costs to install  
16 the electric infrastructure that is necessary for the PUC to provide service to these new  
17 developments.

18 (g) Under existing development agreements, developers are responsible for  
19 constructing significant infrastructure for dedication to the City. Under the Rules, the costs to  
20 install new electric facilities and equipment to serve the developments are shared between  
21 developers and the PUC. Developers are responsible for the costs to install overhead or  
22 underground structures and other infrastructure. The PUC is responsible for the costs to  
23 install new conductors and equipment to connect to the infrastructure completed by  
24 developers, including protective devices, switches, transformers, and meters.

1 (h) Developers constructing infrastructure for the City under development  
2 agreements can install the PUC's facilities at lower costs and in a more expeditious manner  
3 than can the PUC, as part of their ongoing work at the project sites. Developers are also  
4 better able to schedule and complete this work so as not to conflict with other construction,  
5 and to ensure that it is completed in the time frame needed to meet project schedules.  
6 Because developers are already constructing infrastructure for the City with significant job and  
7 workforce requirements and protections, and meet all City imposed requirements for the  
8 completion of this work as set forth in the applicable development agreement, the addition of  
9 the PUC work will not pose any new or increased risk but will result in the expeditious  
10 completion of projects and other public benefits at lower cost.

11 (i) It is reasonable and in the public interest for the PUC to contract directly with  
12 developers for this work, without obtaining bids and quotes from other contractors, because  
13 developers are already subject to City workforce development requirements. Every City  
14 development agreement includes a detailed workforce development program with Local  
15 Business Enterprise nondiscrimination, prevailing wage, and local hire or first source hiring  
16 requirements.

17 Section 2. Chapter 99 of the Administrative Code is hereby amended by adding  
18 Section 99.5, to read as follows:

19 **SEC. 99.5 CONTRACTING WITH DEVELOPERS TO INSTALL ELECTRIC**  
20 **FACILITIES AT NEW DEVELOPMENTS.**

21 (a) The PUC may contract with developers that are subject to a development agreement  
22 with the City to install utility facilities that the PUC would otherwise be required to install, without  
23 competitive bidding, provided that:

24 (1) The PUC has determined it is feasible to provide power to the development  
25 project, and the developer has agreed that the PUC will be the power provider for the project;

1                   (2)     The City has entered into a development agreement that (i) requires the  
2 developer to complete infrastructure for the project; and (ii) includes a workforce and job creation  
3 program that, among other things, requires nondiscrimination and the payment of prevailing wages;  
4 and

5                   (3)     The PUC has reasonably determined that the amount payable to the developer  
6 for the PUC work is equal to, or less than, the amount the PUC would expect to pay to perform the  
7 same work itself through its standard contracting process.

8                   (b)     The PUC may consider every contract entered into under this Section 99.5 as  
9 supplemental to the work required under the development agreement, provided the PUC includes in the  
10 contract: (1) the nondiscrimination and workforce requirements contained in the applicable  
11 development agreement, so that the PUC work is performed in the same manner and with the same  
12 workforce requirements as the other infrastructure work to be completed by the developer under the  
13 development agreement; and (2) a detailed description of the developer's scope of work and PUC's  
14 costs. The PUC may exclude from the contract any City contracting requirements that were waived by  
15 the Board of Supervisors in its approval of the applicable development agreement.

16               Section 3. Effective Date. This ordinance shall become effective 30 days after  
17 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the  
18 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board  
19 of Supervisors overrides the Mayor's veto of the ordinance.

20               Section 4. Scope of Ordinance. In enacting this ordinance, the Board of Supervisors  
21 intends to amend only those words, phrases, paragraphs, subsections, sections, articles,  
22 numbers, punctuation marks, charts, diagrams, or any other constituent parts of the Municipal  
23 Code that are explicitly shown in this ordinance as additions, deletions, Board amendment  
24 additions, and Board amendment deletions in accordance with the "Note" that appears under  
25 the official title of the ordinance.

