

Agreement Between PG&E and the SFPUC to Support 100% Affordable Housing  
Projects in San Francisco (09.17.21)

This 100% Affordable Housing Agreement (“Agreement”) is being made between the City and County of San Francisco (“City”), acting through the San Francisco Public Utilities Commission (“SFPUC”), and Pacific Gas and Electric Company (“PG&E”) or together as “Parties” on September 17, 2021.

Parties enter into this Agreement with a shared goal of supporting the development of high-quality 100% affordable housing in San Francisco and providing its low-income residents with affordable electric service that will help protect vulnerable households and strengthen the City’s diverse communities.

Parties affirm their commitment to collaborate in the execution of this Agreement to achieve the shared goal for the term specified. The Parties agree that this Agreement establishes no principles and no precedent and shall not be cited by any party or person for any purpose, in any forum, other than for the purpose of enforcement of the terms of this Agreement itself, as provided herein.

Parties also agree to continue discussions to support the preservation of existing 100% affordable housing units in San Francisco.

**100% Affordable Housing Project Definition:**

“100% Affordable Housing Project” (or “Project”) shall mean a building where 100% of the residential units (not including a manager's unit):

- (1) have a maximum household income limit set at 120% or less of the unadjusted area median family income (AMI) determined by San Francisco Mayor’s Office of Housing and Community Development on an annual basis and derived, in part, from the U.S. Department of Housing and Urban Development Metro Fair Market Rent Area (HMFA) that contains San Francisco, as adjusted for household size and bedroom count;
- (2) have a maximum affordable rent that shall not exceed 30% of the applicable household income limit for a rental unit, or a maximum affordable purchase price with an annual housing cost that shall not exceed 33% of the applicable income limit for an owner-occupied unit, as each may be adjusted for household size and bedroom count;
- (3) are restricted by the requirements of (1) and (2) above for the life of the Project or a minimum of 55 years, whichever is longer, and be reflected by a recorded document and consistent with any applicable federal, state or local government regulatory requirements; and

(4) where the building includes ancillary commercial space within the building envelope, it is still be considered an 100% Affordable Housing Project for purposes of this Agreement so long as all residential units (other than a manager's unit) meet the requirements of (1), (2), and (3) above.

**Terms of Agreement:**

- On request of SFPUC, PG&E will provide secondary service based upon the criteria outlined in Section 14.2 of the WDT2 for new 100% Affordable Housing Projects, as defined above, that have submitted complete applications for service during the term of this agreement.
- For purposes of this Agreement, the parties agree that Intervening Facilities for projects shall be defined as follows:
  - The Table and notes from WDT2 Section 14.2.1, attached in Appendix A.
  - For underground secondary: a disconnect switch, a protective device, and secondary conductor (e.g. wire, service entrance conductor, bus bar, bus duct, cable, etc.)
  - For overhead secondary: a disconnect switch, a protective device, a pole and secondary conductor/wire/service drop, which could include the wire between the pole and the service drop.
  - A single device may function as both the disconnect switch and protective device (i.e. a breaker)
- A list of Projects that the Parties agree are currently eligible under this Agreement appears in Appendix B, attached hereto. The Parties agree that there may be additional Projects eligible for treatment under this Agreement in the future and those shall be added to Appendix B.
- Applications for service under this Agreement must include:
  - The requirements of the WDT3 as described in the tariff and checklist, and
  - A letter from the director of the MOHCD certifying that the Project meets all of the requirements of this Agreement as defined above. See Appendix C, which represents a form of certification letter.
- In the absence of PG&E action, an application under this Agreement will be deemed complete where the SFPUC submitted the application at least 45 business days in advance of the end date of this agreement and included with the application the items required for all WDT3 applications, identified above.

- All residential, end-use customers served at eligible Projects (except for a manager's unit) shall be billed under the SFPUC's Low-Income Residential Service Schedule R-2 (or successor tariff) if the customer meets eligibility requirements for that program, and under the appropriate SFPUC rate schedule if not.
- In the event that a Point of Delivery serving a Project intends to increase its load beyond the Contract Demand value stated in its Specifications for Distribution Service, the SFPUC will be required to follow the requirements of Wholesale Distribution Tariff ("WDT") Section 10.4 (or its successor), which requires submission of a new application in advance of exceeding Contract Demand and may require a study.
- Income verification for eligibility of the residential end-use customers (*i.e.*, tenants of 100% Affordable Housing Projects) for the SFPUC low income residential service shall be performed in accordance with City practice.
- This agreement applies only to 100% Affordable Housing Projects (as defined above) on City-owned land or land scheduled to be transferred to City ownership within 1 year of project completion.
- PG&E will serve temporary power for construction under the terms of PG&E's CPUC jurisdictional service for Projects connected under this agreement.
- The term of this Agreement shall be ten years. Parties, by mutual written agreement, may extend the term for up to an additional five years. This Agreement does not limit the rights of either party, nor resolve or settle any issue, in any current or future litigation or alternative dispute resolution process in any court or administrative agency.
- This Agreement requires approval by the San Francisco Public Utilities Commission, San Francisco Board of Supervisors and Federal Energy Regulatory Commission.

Appendix A  
Table and Notes from WDT2 Section 14.2.1

Intervening Facilities	Overhead		Underground	
	Primary	Secondary	Primary	Secondary
Disconnect Switch	Required	Required	Required	Required
Protective Device	Required	Required	Required	Required
Pole	Required	Required	Not Required	Not Required
Transformer	Required*	Not Required	Required*	Not Required
Conductor, Wire, or Service Drop**	Required	Required	Required	Required

\* A transformer will not be required if 1) the end-use customer requests a service voltage that is the same as the wholesale service voltage or 2) the transformer is a PG&E owned Direct Assignment Facility and the Distribution Customer contributes or contributed to the cost of such facility (typically in the case of a conversion from existing distribution service that is not provided under this Tariff to Distribution Service provided under this Tariff).

\*\* Examples of the type of wire that will be required are as follows:

- Overhead primary service: the wire from 1) the Current Transformer (CT)/Potential Transformer (PT), or the recloser or other protective device, or the disconnect switch to 2) the point of interconnection with the end-use customer.
- Overhead secondary service: the wire between the pole and the weatherhead.
- Underground to underground primary service: 1) the wire from the CT/PTs, the interruptor or other protective device, or the disconnect switch to 2) the point of interconnection with the end-use customer.
- Underground to underground secondary service: the service entrance conductor.

**Appendix B: List of Projects as of 9/23/2021  
(Eligible pending receipt of confirming letter in Appendix C)**

Land Disposition	Project Name	Street Number	Street Name	Street Type	Sup. District	Estimated / Actual Construction Start Date	Project Lead Sponsor	Project Units
City	4840 Mission	4840	Mission	St	11	3/15/2021	Bridge	137
City	Balboa Park Upper Yard	2340	San Jose	Ave	11	6/20/2021	Bridge	131
City	180 Jones (Land Dedication Site)	180	Jones	St	6	9/30/2021	TNDC	70
City	78 Haight St (Parcel U)	78	Haight	St	5	10/1/2021	TNDC	63
SFHA	Hunters View Phase III (Blocks 14 & 17)	1151	Fairfax	Ave	10	5/1/2022	John Stewart Co	118
City	1515 South Van Ness	1515	South Van Ness	Ave	9	8/10/2022		150
SFUSD	Shirley Chisholm Village (fmly. FSK)	1351	42nd	Ave	4	2/1/2022	Mid-Pen Housing	134
SFHA	Potrero Block B		Not Assigned		10	2/1/2022	Bridge	157
City	266 4th St (4th and Folsom)	266	4th	St	6	1/15/2022	TNDC	70
City	600 7th St (formerly 801 Brannan)	600	7th	St	6	4/30/2022	Mercy Housing Ca	200
SFHA	Sunnydale Block 3		Sunnydale	Ave	10	7/1/2022	Related California	168
City	Kelsey Civic Center	240	Van Ness	Ave	6	7/1/2022	Mercy Related	109
City	Treasure Island C3.1		Not Assigned		6	7/1/2022	Mercy Housing Ca	138
Private - Tsf to City	921 Howard	921	Howard	St	6		TNDC	205
City	1939 Market St	1939	Market	St	8		Developer TBD	60
SFPUC - MOHCD (City)	Balboa Reservoir Building E		Not Assigned		7		Bridge	123
SFPUC - MOHCD (City)	Balboa Reservoir Building A		Not Assigned		7		Bridge	181
City	Laguna Honda Hospital Continuum of Care	375	Laguna Honda	Bldv	7		Developer TBD	250
City	967 Mission (Land Dedication Site)	967	Mission	St	6		Developer TBD	97
City	Treasure Island E._ - HR360/CHP Site		Not Assigned		6			0
City	725 Harrison St (Land Dedication Site)	725	Harrison	St	6		Developer TBD	120
City	Pier 70 C2A		Not Assigned		10		Developer TBD	100
City	101 Hyde	101	Hyde	St	6		Developer TBD	85
SFHA	Potrero Yard Affordable Housing	2500	Mariposa	St	10		Developer TBD	560
City	160 Freelon St (Land Dedication Site)	160	Freelon	St	6		Developer TBD	90

Land Disposition	Project Name	Street Number	Street Name	Street Type	Sup. District	Estimated / Actual Construction Start Date	Project Lead Sponsor	Project Units
City	772 Pacific Ave	772	Pacific	Ave	3		Developer TBD	50
SFPUC - MOHCD (City)	Balboa Reservoir Building B		Not Assigned		7		Bridge	69
City Air Rights Parcel	88 Bluxome St (Land Dedication Site)	88	Bluxome	St	6		Developer TBD	100
City	730 Stanyan	700-730	Stanyan	St	5		CCDC	120
City	Moscone Garage (Land Dedication Site)	255	3rd	St	6		Developer TBD	0
SFHA - Privately Owned	Hunters View Block 8 - Habitat		Not Assigned		10		Habitat for Humanity	0
Private - Tsf to City	4200 Geary	4200	Geary	Bldv	1		TNDC	98
SF Police Union	2550 Irving	2550	Irving		4		TNDC	98

**Appendix C**  
**Form of Letter Certifying the Project Meets All Requirements for Eligibility to  
Receive Primary Service with Low-Side Metering**

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

Subject: Affordable Housing Project located at [ADDRESS]

Dear [.....],

This letter certifies that the project identified above meets the conditions included in the Agreement to Support 100% Affordable Housing Projects in San Francisco (09.17.21).

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

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