REGULAR MEETING OF THE MILPITAS CITY COUNCIL

For assistance in the following languages, you may call:
Para sa Tagalog, tumawag sa 408-586-3051
Para español, llame 408-586-3232

Councilmember Bob Nuñez will participate by telephone conference
From La Quinta Inn Buena Park
3 Centerpointe Drive, La Palma, CA 90623
714-670-1400

AGENDA

TUESDAY, FEBRUARY 19, 2019
CITY COUNCIL CHAMBERS, 455 E. CALAVERAS BLVD., MILPITAS, CA
6:00 PM (CLOSED SESSION)
7:00 PM (PUBLIC BUSINESS)

CALL MEETING TO ORDER by Mayor and ROLL CALL by City Clerk

ADJOURN TO CLOSED SESSION

(a) CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Pursuant to California Government Code Section 54956.8
Potential Property: APN 086-036-030
Agency negotiator: Julie Edmonds-Mares
Under negotiation: Price and terms of payment

(b) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
County Sanitation District 2-3, West Valley Sanitation District, Burbank Sanitary District, Cupertino Sanitary District, and City of Milpitas v. City of San Jose, City of Santa Clara
Santa Clara County Superior Court Case No. 18CV325480

(c) PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957
Employee Position: City Manager

CLOSED SESSION ANNOUNCEMENT: Report on action taken in Closed Session, if required per Government Code Section 54957.1, including the vote or abstention of each member present

PLEDGE OF ALLEGIANCE

INVOCATION (Councilmember Phan)

PRESENTATION Present Martin Luther King Jr. Unity Poetry contest winners

PUBLIC FORUM

Those in the audience are invited to address City Council on any subject not on tonight's agenda. Speakers must come to the podium, state their name and city of residence for the Clerk's record, and limit spoken remarks to three minutes. As an item not listed on the agenda, no response is required from City staff or the Council and no action can be taken. Council may instruct the City Manager to place the item on a future meeting agenda.

ANNOUNCEMENTS

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

APPROVAL OF AGENDA

CONSENT CALENDAR

Consent calendar items are considered to be routine and will be considered for adoption by one motion. There will be no separate discussion of these items unless a City Councilmember, member of the audience or staff requests the Council to remove an item from (or be added to) the consent calendar. Any person desiring to speak on any item on the consent calendar should ask to have that item removed from the consent calendar. If removed, this item will be discussed in the order in which it appears on the agenda.

C1. Receive and Accept City Council calendars for February and March 2019 (Staff Contact: Mary Lavelle, 408-586-3001)

C2. Approve City Council meeting minutes for the dates of January 29 and February 5, 2019 (Staff Contact: Mary Lavelle, 408-586-3001)

Recommendation: To approve the meeting minutes for City Council special meeting held on January 29, 2019 and for the regular meeting date of February 5, 2019.

C3. Adopt a Resolution Amending the Water Supply Agreement with the City and County of San Francisco and the Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County (Staff Contact: Tony Ndah, 408-586-2602)

Recommendation: Adopt a Resolution approving the Amended and Restated Water Supply Agreement between the City and County of San Francisco Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County and authorize the City Manager to execute the agreement.

C4. Authorize the City Manager to Execute Agreement with Alta Planning and Designs for a Trails Master Plan Update and Bikeway and Pedestrian Master Plan Update (Staff Contact: Steve Erickson, 408-586-3301)

Recommendation**:** Approve a budget appropriation of $110,000 from the Surplus Fund FY 2017-18; and authorize the City Manager to execute a consultant services agreement with Alta Planning + Design in the amount of $193,183 for professional services for the Trails and Bikeway Master Plan Update, Capital Improvement Project No. 3448.

C5. Waive the Second Reading and Adopt Ordinance No. 120.48 to Amend Section 6, Chapter 1 of Title VIII of the Milpitas Municipal Code Relating to Water and Recycled Water Service Charges (Staff Contact: Tony Ndah, 408-586-2602)

Recommendation**:** Waive the second reading and adopt Ordinance No. 120.48 amending Section 6, Chapter 1 of Title VIII of the Milpitas Municipal Code relating to water and recycled water service charges.

C6. **Waive the Second Reading and Adopt Ordinance No. 208.53 to Amend Section 6, Chapter 2 of Title VIII of the Milpitas Municipal Code Relating to Sewer Service Charges (Staff Contact: Tony Ndah, 408-586-2602)**

Recommendation**:** Waive the second reading and adopt Ordinance No. 208.53 amending Section 6, Chapter 2 of Title VIII of the Milpitas Municipal Code relating to sewer service charges.

C7. **Approve Out of State Travel for Staff from the Police Department, Information Services and Fire Department to attend a conference and perform an ambulance inspection (Staff Contact: Julie Edmonds-Mares, 408-586-3050)**

Recommendation**:** Approve out of state travel for staff from the Police Department and Information Services to attend "CentralSquare 2019" in San Antonio, TX on March 17-20, 2019, and from the Fire Department to conduct final inspection on the new ambulance in Winter Park, FL during March 2019.

C8. **Authorize Acceptance of Metropolitan Transportation Commission Pavement Management Technical Assistance Program (P-TAP 20) Grant Funding of $38,500 and Authorize Payment of $7,700 for Local Match (Staff Contact: Steve Erickson, 408-586-3301)**

Recommendation**:** Authorize acceptance of Metropolitan Transportation Commission (MTC) Pavement Management Technical Assistance Program (P-TAP 20) grant funding of $38,500 and authorize payment of $7,700 to MTC for P-TAP 20 Local Match.

C9. **Approve Creation of a new FY 2018-19 Capital Improvement Program Project No. 4292 for the McCarthy Blvd./Sandisk Dr. Traffic Signal (Staff Contact: Steve Erickson, 408-586-3301)**

Recommendation: Approve the creation of one new FY 2018-19 Capital Improvement Program Project No. 4292, approve project plans and specifications, authorize advertisement for bid proposals for McCarthy Boulevard/SanDisk Drive Traffic Signal, and approve a budget appropriation of $750,000 from the McCarthy Business Park Traffic Impact Fee fund the new McCarthy Blvd./Sandisk Dr. Traffic Signal, Project No. 4292.

C10. **Receive Preview List for Next Regular Council meeting: March 5, 2019 (Staff Contact: Mary Lavelle, 408-586-3001)**

PUBLIC HEARING

11. **Review Application, Receive Staff Presentation, Conduct Public Hearing, and Consider Approval of New Bingo License for Milpitas Charity Bingo, Inc. (Staff Contact: Mary Lavelle, 408-586-3001)**

Recommendation**:** Review application, receive a staff presentation, conduct a public hearing, and move approval of new Bingo License for Milpitas Charity Bingo, Inc. at 461 S. Milpitas Blvd.

COMMUNITY DEVELOPMENT

12. **Receive Report and Provide Direction on Residential Short-Term Rental Regulation Options (Staff Contact: Daniel Degu, 408-586-3054)**

Recommendation**:** Discuss and provide direction regarding potential regulation for residential short-term rentals.

COMMUNITY SERVICES AND SUSTAINABLE INFRASTRUCTURE

13. **Receive a Staff Presentation and Approve a New FY 2018-19 Capital Improvement Program Project No. 3451, The Pines Pilot Parking Permit Program (Staff Contact: Steve Erickson, 408-586-3301)**

Recommendation**:** Receive a staff presentation and approve a new FY 2018-19 Capital Improvement Program Project No. 3451, The Pines Pilot Parking Permit Program, and approve a budget appropriation of $230,000 from FY 2017-18 General Fund Surplus to Project No. 3451.

LEADERSHIP AND SUPPORT SERVICES

14. **Receive a Report on Updated Five-Year Projection and General Fund Reserves for Fiscal Year Ended June 30, 2019, Approve Phase II Mid-Year Budget Appropriations and Changes to the FY 18-19 Budget; appropriate FY 18-19 Midyear Phase II Budget adjustments; Adopt a Resolution Amending the City's Classification Plan, Establishing New Classifications, Position Authorizations and Reclassifications for the Human Resources, Police, Fire and Recreation Departments, as Recommended by the Human Resources Director (Staff Contacts: Jim Steele, 408-586-3111 and Jane Corpus, 408-586-3125)**

Recommendations:

1. Receive a Report on Updated Five-Year Projection and General Fund Reserves for Fiscal Year Ended June 30, 2019.
2. Approve budget changes to update FY 2018-19 Revenues and Expenditures as presented in this Report; appropriate FY 2018-19 Midyear Phase II Budget adjustments.
3. Adopt a Resolution amending the City's Classification Plan, establishing new classifications, position authorizations and reclassifications for the Human Resources, Police, Fire and Recreation Departments, as recommended by the Human Resources Director.
4. Receive report on use of the contingency reserve.

REPORTS OF MAYOR

15. **Consider Mayor's Recommendations for Appointments to City of Milpitas Planning Commission and Re-appoint Two Members of the Milpitas Veterans Commission (Contact: Mayor Tran, 408-586-3029)**

Recommendation: Receive Mayor Tran's recommendations, and consider confirming two new appointments by the Mayor to terms on the City of Milpitas Planning Commission, and re-appoint two current members of the Milpitas Veterans Commission to new terms of three years.

16. **Consider Mayor's List of City Council Subcommittees and Subcommittee Appointments of City (Staff Contact: Mayor Rich Tran, 408-586-3029)**

Recommendation: Consider Mayor Tran's list to have three City Council Subcommittees, to sunset all other subcommittees, and move to approve the Mayor's recommendation for appointments of the Mayor and one Councilmember to those subcommittees.

ADJOURNMENT

NEXT REGULAR CITY COUNCIL MEETING
MARCH 5, 2019

KNOW YOUR RIGHTS UNDER THE OPEN GOVERNMENT ORDINANCE

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions and other agencies of the City exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and the City operations are open to the people's review. For more information on your rights under the Open Government Ordinance or to report a violation, contact the City Attorney's office at Milpitas City Hall,
455 E. Calaveras Blvd., Milpitas, CA 95035
e-mail: cdiaz@ci.milpitas.ca.gov / Phone: 408-586-3040

The Open Government Ordinance is codified in the Milpitas Municipal Code as Title I Chapter 310 and is available online at the City's website www.ci.milpitas.ca.gov by selecting the Milpitas Municipal Code link.

Materials related to an item on this agenda submitted to the City Council after initial distribution of the agenda packet are available for public inspection at the City Clerk's office at Milpitas City Hall, 3rd floor 455 E. Calaveras Blvd., Milpitas and on the City website. All City Council agendas and related materials can be viewed online here: www.ci.milpitas.ca.gov/government/council/agenda_minutes.asp
(select meeting date)

APPLY TO SERVE ON A CITY COMMISSION

Commission application forms are available online at www.ci.milpitas.ca.gov or at Milpitas City Hall. Contact the City Clerk's office at 408-586-3003 for more information.

If you need assistance, per the Americans with Disabilities Act, for any City of Milpitas public meeting, please call the City Clerk at 408-586-3001 or send an e-mail to mlavelle@ci.milpitas.ca.gov prior to the meeting. You may request a larger font agenda or arrange for mobility assistance. For hearing assistance, headsets are available in the City Council Chambers for all meetings.

January 2019

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		1	2	3	4	5
6	7	8	9	10	11	12
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Milpitas City Council Calendar

February 2019

March 2019

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31						

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	**2**
3	**4** **7:00 PM**-Parks, Recreation & Cultural Resources Commission (AP)	**5** **6:00 PM**-Closed Session **7:00 PM**-City Council	**6** **2:00 PM**-Santa Clara VTA Northeast Group (RT) monthly **5:30 PM**-Veterans Commission (RT) **7:00 PM**-Community Advisory Commission (BN)	**7** **5:30 PM**-Milpitas Chamber of Commerce Board (CM) **5:30 PM**-Santa Clara VTA Board of Directors	**8**	**9**
10	**11** **4:00 PM**-Economic Development and Trade Commission (KD)	**12** **LINCOLN'S BIRTHDAY** **City Hall Closed**	**13** **6:00 PM** Tenant Protection Task Force **7:00 PM**-Silicon Valley Clean Energy Board of Directors (BN) (Cupertino) **7:00 PM**-Planning Commission	**14** **4:00 PM**-Treatment Plant Advisory Comm. (CM) (San Jose) **4:00 PM**-Santa Clara VTA Policy Advisory Committee (KD) **6:00 PM-**Cities Assoc of SCC Legislative Adv Committee (CM) **7:00 PM**-Youth Advisory Commission (AP) **7:00 PM**-Cities Assoc of SCC (CM)	**15** **7:00 AM**-State of the Valley Conference (BN, CM, KD)	**16** **8:00 AM**-Breakfast with a Cop (Christy's Donuts)
17	**18** **PRESIDENT'S DAY** **City Hall Closed**	**19** **6:00 PM**-Closed Session **7:00 PM**-City Council	**20** **6:00 PM**-Energy and Environmental Sustainability Commission (BN)	**21** **8:00 AM**-Community Development Roundtable (Comm Center, Room 7/8) **2:00 PM**-VTA Safety, Security & Transit Planning and Operations (RT)	**22** **9:00 AM**-VTA Board of Directors Workshop (RT) **10:00 AM-**City Council Retreat	**23**
24	**25** **7:00 PM**-Science, Technology, & Innovation Commission (BN)	**26** **1:30 PM**-Senior Advisory Commission (BN)	**27** **12:00 PM**-Valley Water Commission (CM) **5:00 PM**-Tip-A-Cop Fundraiser Black Angus McCarthy Ranch **5:30 PM-**Recycling & Waste Reduction Commission (AP) **7:00 PM**-Planning Commission	**28** **12:00 PM**-VTA Capital Program Committee (RT)		

Updated 2/13/19

February 2019

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Milpitas City Council Calendar

April 2019

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March 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	**2**
3	**4** **7:00 PM**-Parks, Recreation & Cultural Resources Commission (AP)	**5** **6:00 PM**-Closed Session **7:00 PM**-City Council	**6** **2:00 PM**-Santa Clara VTA Monthly Briefing – Northeast (RT) **7:00 PM**-Community Advisory Commission (BN)	**7** **5:30 PM**-Santa Clara VTA Board of Directors **5:30 PM**-Milpitas Chamber of Commerce Board (CM)	**8**	**9**
10	**11** **9:30 AM**-I-680 Sunol Express Lane JPA (RT) **4:00 PM**-Economic Development and Trade Commission (KD)	**12** **6:00 PM**- Special City Council Study Session	**13** **4:30 PM**-City Council Finance Subcommittee (RT) **7:00 PM**-Planning Commission **7:00 PM**-Silicon Valley Clean Energy Board of Directors (BN) (Cupertino)	**14** **12:00 PM**-VTA Capital Program Committee (RT) **4:00 PM**-Santa Clara VTA Policy Advisory Committee (KD) **4:00 PM**-Treatment Plant Advisory Committee (CM) **7:00 PM**-Cities Assoc of SCC (CM) **7:00 PM**-Youth Advisory Commission (AP)	**15**	**16**
17	**18** **7:00 PM**-Science, Technology, and Innovation Commission (BN) **7:00 PM**-Library and Education Commission (CM)	**19** **6:00 PM**-Closed Session **7:00 PM**-City Council	**20** **6:00 PM-**Energy and Environmental Sustainability Commission (BN)	**21** **2:00 PM**-VTA Safety, Security & Transit Planning and Ops. (RT) **6:30 PM**-Bay Area Water Supply Conserv Agency (San Mateo) (CM) **7:00 PM**-Public Safety and Emergency Preparedness Commission (KD)	**22**	**23**
24	**25** **7:00 PM**-Arts Commission (CM)	**26**	**27** **12:00 PM**-Valley Water District – Water Commission (CM) **7:00 PM**-Planning Commission	**28** **12:00 PM**-Terrace Gardens Board of Directors (BN) **6:00 PM-**Community Advisory Commission –Community Development Block Grant (BN)	**29**	**30**
31						

Updated 2/13/2019

Draft MEETING MINUTES
CITY OF MILPITAS

Minutes of:	**Special Meeting of Milpitas City Council – Budget Strategic Planning**
Date:	**Tuesday, January 29, 2019**
Time:	**6:00 PM**
Location:	**Barbara Lee Senior Center, Rooms 140/141 40 N. Milpitas Blvd., Milpitas**

CALL TO ORDER

Mayor Tran called the meeting to order at 6:03 PM. City Clerk Mary Lavelle called the roll.

PRESENT: Mayor Tran, Vice Mayor Dominguez, Councilmembers Montano, Nuñez

ABSENT: Councilmember Phan was absent at roll call. He arrived in the meeting at 6:11 PM.

City Manager Julie Edmonds-Mares and all department heads were present at this meeting.

Upon request of the City Attorney, no conflicts of interest were reported in response to his inquiry.

Upon motion by Councilmember Montano and second by Councilmember Nuñez, the agenda was approved by unanimous vote.

Mayor Tran asked to move the public forum to be held prior to the budget study session and Council agreed by consensus.

PUBLIC FORUM

Robert Marini, attended a recent public meeting, and there was no mention of bonds, for bond financing for water projects that would put residents in debt for 30 years. No information was given on how fees were calculated.

BUDGET WORKSHOP

City Manager Julie Edmonds-Mares introduced the agenda and process for this meeting, designed to give the Council opportunity to provide input at this budget kick-off for FY 2019-20.

Finance Director Will Fuentes expressed that this would be his last Council meeting, he'd appreciated working with the City and City Council, and felt a good foundation was laid in the Finance Department, and introduced consultant Jim Steele of Management Partners, who would help guide Finance while the city recruited to fill the permanent Director role.

Assistant Finance Director Jane Corpus next reviewed the status of the current Fiscal Year, including General Fund revenue sources alongside expenditures. On February 19, staff would present an updated budget status report to Council at the regular meeting. She identified anticipated additional revenues, and Mr. Steele discussed some potential increasing expenditures, such as Other Post-Employment Benefits (OPEB) and pension liabilities, along with a five year forecast with opportunities and threats.

Councilmember Montano asked how would BART station bring revenues? Staff forecast that more people coming in on BART would spend money here at Great Mall, restaurants and other businesses.

Ms. Corpus discussed reserve policies, and identified the levels of 8 segments of reserve funds (target v actual). General Fund reserves were healthy, and would be discussed in more detail later. Mr. Steele discussed reserves and liabilities for OPEB, and pension and retiree health care costs.

Ms. Corpus defined the annual budget process, steps and a timeline was identified.

Councilmember Nuñez asked the Assistant City Manager about where City Council and City Attorney fall in terms of the identified four City Service Areas. City Manager's staff indicated those come under Leadership and Support Services.

Department Directors and City Manager's staff reviewed major accomplishments in the current Fiscal Year and significant goals for the next FY. Public safety was first, so the Police Chief talked about a CIP project for camera and license plate readers, and received questions and feedback from Council.

Councilmember Phan wanted to know if the license plate camera technology could be expanded into use by other city vehicles, and maybe there would be some grant funding for that, with a data collection emphasis.

Councilmember Montano asked if the City still needed to pay the County for ambulance services (per contract), once the new City ambulance was in use. Fire Chief Sherrard responded this was a complex matter, working on that issue. She asked the Police Chief if Milpitas Police would use drones for crime apprehension. Chief Corpuz was studying the use of technology overall. Councilmember Phan asked if public safety needed to purchase a "chopper" for emergency response.

Councilmember Nuñez inquired about service to the Elmwood county jail.

Recreation Director Renee Lorentzen reviewed major accomplishments for the Community Services and Sustainable Infrastructure. Major workplan items, included recreation and parks master plans, and an urban forest plan. Councilmember Montano wanted to understand how parks were prioritized for update in the CIP. Staff would cover more in detail at the future CIP study session.

Deputy City Manager Steve McHarris reviewed major accomplishments for the Community Development service area. He listed extensive workplan major items. Councilmember Montano asked if staff would look into McCarthy Ranch and its plans for transition.

Councilmember Nuñez commented on the "completion" of Mabel Mattos School, since he noted it was not done yet. He wanted more opportunity for deep conversation on some of the major topics on the Community Development list, especially economic development.

Assistant City Manager Ashwini Kantak reviewed major accomplishments for Leadership & Support Services service area. Councilmember Phan asked what efforts were being taken to be transparent about processes undertaken. He asked about an update of overall policies of the city, and Ms. Kantak replied that staff was working on updates to Standard Operating Procedures and other policies.

Councilmember Montano noted that acronyms were not always known, so state those when going along.

Councilmember Nuñez wanted to know more about staffing studies coming forward, on staffing analysis. Ms. Montano was not thrilled about cities that Milpitas was compared to in the Management Partners staffing study, regarding employees v. population.

Public Information Officer Jennifer Yamaguma reviewed the extensive plan for community engagement for the new budget and other major work areas of the City Council. She described a community survey done at Council direction, with topline results noted.

Ms. Kantak talked about the citywide staffing analysis done recently by an outside consultant, versus seven other Bay Area cities. Comments from several Councilmembers about subtracting revenue from specific cities that have their own utilities, in order to make the comparison to cities like Palo Alto and Santa Clara and Alameda. Vice Mayor Dominguez wanted to compare job descriptions between cities.

City Council took a break at 8:10 PM and upon return to the meeting, staff invited the Council to participate in an effort to provide input regarding community engagement, which was written down on large easel charts.

Input on community engagement

Mayor Tran liked emphasis on social media, and recent improvements in last two years. He wished to support more effort on social media, e.g. maybe Council meetings on Facebook live, or a video City Manager's report. He noted as example, a Beverly Hills effort. Update the City website showing Council meeting displayed and a search bar on Council minutes on website.

Vice Mayor Dominguez wanted to have live interaction at Council meetings, like Santa Clara and Riverside. She sought a Community Fund for beautification (gave examples). On inclusion and diversity: expanded efforts at that with hiring, and accessible languages including translation services especially at City Council meetings.

Councilmember Montano, with young families have more City sponsored events like a bike-a-thon, include children, use the Library as a magnet, and facilities. The use of the Senior Center at current costs was too high, and have more activities with City fairs.

Councilmember Phan said on social media to set an example by making efforts more personable, he suggested. Show what government was doing for the residents. Find government "fun" and highlight what employees do for the City/taxpayers. Increase use of tools like 911-text alert service.

Councilmember Nuñez was impressed with what was done last year, on engagement, based on responses he'd heard in the community. So he urged to build on that. Residents saw they were able to see City Councilmembers at many events/meeting city-wide, including School District occasions.

Vice Mayor Dominguez sought the ability for Council to direct events, to invite Department Directors to individual Councilmember events (like her pizza lunch), and have a faith-based community roundtable to tap into resources.

Input on Specific Services Council would like to see:

Mayor Tran said to invest in public works with improved trees; strategic landscaping including weed abatement; on CIP + public safety, have a traffic calming plan like City of Campbell; use speed control on many streets; and find the money to have a comprehensive homeless strategy.

Councilmember Montano wanted a Traffic/Roads Commission to deal with potholes, bike paths, traffic, street sweeping, abandoned cars, storm drains clogged due to parked cars; speed alerts signs; wanted a Housing Commission to address issues on homelessness, affordable housing, see Sunnyvale as example, and work with non-profits on Measure A and ADUs in the City.

Councilmember Phan cared about homelessness, so there was need to get an update on transients in Milpitas; consider utilizing Housing fund for rental assistance, for housing relocation, for those in crisis; find locations for temp shelters; survey on housing need of City's employees; on business – better incentivize job creators (reduce red tape), assist businesses with H1B visas for employees; do more for immigrants who live in the city; needed a summer youth program incorporated, including jobs and careers; talented youth workforce development by partnering with other organizations like SVO; and make it safer for residents especially women to get home at night.

Councilmember Nuñez agreed with a Transportation Commission getting formed, as per Ms. Montano. Street sweeping issue was important, with an environmental aspect. For the Housing Authority, make it a separate and distinct government. Do something on homelessness – go to the County which has the money. Regarding in-house counsel versus contracted counsel (he'd worked with both), firm up that process; go back to charter v. general law city discussion; and he wanted City Council dictating the direction of government, not the administration.

Vice Mayor Dominguez agreed with several of the items mentioned above. She would like to have a crime prevention unit at Milpitas Police Department with civilians. She had questions on massage parlors, and wanted to go back to learn about preventing prostitution at hotels. Protect women CEDAW; and lactation services space was needed. Environmental concept of city – explore a bee farm in Milpitas, since this was a harvest city. Pop-up businesses to help minorities and women. Census count accuracy and homeless count were both critical. Internship opportunities and explore charter cities.

Mayor Tran felt the odor issue needed to be dealt with, since it had held the City back from optimal desirability. There was need to mitigate the odor in Milpitas and he wanted an odor monitoring system funded in the new budget.

Fees and charges information would be submitted to City Council in a memo later (to move the agenda along).

Financial advisor and consultant Mr. Fabian would address external financing options. He explained municipal bonds and other financing tools for California cities.

Financing issues discussion included municipal issue bonds for large projects to spread costs out over time, often 30-year time frame. Types of debt included: GO bonds (often for school districts) which needed 67% to pass; COPs (Certificates of participation) or lease revenue bonds, which were common for cities, with no voter approval required.

Upcoming issuance of bonds in Milpitas to be considered for the San Jose/Santa Clara Treatment Plant upgrades and for deferred infrastructure for Water utility system. Wastewater Revenue Bonds were issued in 2017.

Other land secured financing mechanisms included Assessment Districts; Community Facilities Districts; and, new EIFDs (need 55% voter approval) or CRIAs. Councilmember Phan asked for information on how some of these were negotiated in the examples the consultant had listed (on a slide). The consultant then emphasized use of municipal bonds, COPs and lease revenue bonds for debt financing were effective methods.

Mayor Tran inquired, on muni bonds, was there any example during a recession, and what challenges were faced if the payment on bonds could not be paid? Consultant said no defaults were realized on muni bonds following the recession ten years ago.

Councilmember Nuñez asked to confirm when no voter approval of bonds was needed. Mr. Steele said not for COPs. Mr. Fabian explained how/when a consultant must present to Council at a public hearing on steps to get to bond issuance approval and informing the public.

Next, the Mayor allowed public comments.

Robert Marini, resident, said the problem was that there was no public utility commission, and spoke of notification or lack of same.

Tom Valore, resident, was always concerned about the issue of reserves.

The City Manager asked for the City Council to participate in one more exercise which was to review, and maybe re-order or re-establish the City Council priorities. Those were listed on paper charts, and she asked Council to go to those pages, and put up their current priorities. Each Councilmember gave verbal feedback to the City Manager.

A Council retreat to go over the priorities further would be scheduled for Friday, February 22.

Mayor Tran thanked residents, Councilmembers and staff who were present at this meeting up to the end. He then adjourned the study session meeting at the Senior Center at 10:16 PM.

Meeting minutes respectfully drafted and submitted by
Mary Lavelle, City Clerk

Draft **MEETING MINUTES**
CITY OF MILPITAS

Minutes of:	**Regular Meeting of Milpitas City Council**
Date:	**Tuesday, February 5, 2019**
Time:	**6:00 PM Closed Session** **7:00 PM Open Session**
Location:	**Council Chambers, Milpitas City Hall,** **455 East Calaveras Blvd., Milpitas**

CALL TO ORDER

Mayor Tran called the meeting to order at 6:00 PM. City Clerk Mary Lavelle called the roll.

PRESENT: Mayor Tran, Vice Mayor Dominguez and Councilmembers Montano and Nuñez

ABSENT: Councilmember Phan was absent at roll call and arrived at 6:06 PM in Closed Session

CLOSED SESSION

City Council convened in Closed Session to discuss one item.

ANNOUNCEMENT

City Attorney did not have any announcement out of Closed Session.

City Council convened at the dais for the Open Session regular agenda at 7:00 PM.

PLEDGE

Local Boy Scouts from Troop No. 61192 presented the flags and led the pledge of allegiance.

INVOCATION

Councilmember Phan wished everyone Happy Lunar New Year and good health.

PUBLIC FORUM

Voltaire Montemayor, resident, spoke of a past event, a festival, and would like to celebrate everything, include sports and music so Milpitas would be known more.

Jennifer Strohfus, resident, wished to speak abou the Subcommittee on Cannabis, and felt it was no longer needed since the ban was adopted.

Tom Valore, resident, spoke about the 18th amendment to the US Constitution approved 90 years ago for prohibition of alcohol.

ANNOUNCEMENTS

City Manager Julie Edmonds-Mares highlighted a recent report issued on achievements by the Milpitas Police Department, with valuable information about reduced crime in the past year.

Mayor Tran encouraged residents to apply to serve on a City of Milpitas Commission.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

City Attorney Diaz asked Councilmembers if they had any personal conflicts of interest or reportable campaign contributions. By roll call, none were reported, with exception noted.

Councilmember Montano would recuse herself from item no. 19, based on where she lived in The Pines neighborhood.

Councilmember Nuñez did not know about the limit where Councilmembers lived. City Attorney Chris Diaz explained the general rule of residence within 500 feet of a project site. Council members should speak with him separately if they had a particular concern.

APPROVAL OF AGENDA

Motion: to approve the meeting agenda, as submitted

Motion/Second: Councilmember Nuñez/Councilmember Phan

Motion carried by a vote of: AYES: 5
NOES: 0

CONSENT CALENDAR

Motion: to approve the Consent Calendar including agenda items no. 1-7, 9, 12-14

Councilmember Montano requested to remove items no. 8, 10 and 11 from consent.

Councilmember Phan requested to add item no. 18 to consent.

Motion/Second: Councilmember Nuñez/Councilmember Montano

Motion carried by a vote of: AYES: 5
NOES: 0

There was discussion about deferring or moving agenda item no. 17 (digital billboard). By motion of Councilmember Phan and second by Vice Mayor Dominguez, the City Council voted unanimously to move this item up on the agenda to be heard after item no. 11.

*1. Council Calendars — Accepted City Council calendar for February 2019.

*2. Meeting Minutes — Approved City Council meeting minutes of January 19, 2019.

*3. Resolution — Adopted Resolution No. 8842 declaring weeds on specific properties to be public nuisances and set a public hearing on March 5, 2019.

*4. Resolution — Adopted Resolution No. 8843 approving Site Development Permit SD17-0012, subject to the written Conditions of Approval (attached to resolution), for a residence at 529 Vista Ridge Drive and Making Findings of CEQA Exemption.

*5. Out of State Travel — Authorized out of state travel for Police Lieutenant Raj Maharaj to attend the FBI National Academy in Quantico, VA January 7, 2019 to March 15, 2019.

*6. Out of State Travel — Authorized out of state travel for two Police Detectives to travel to the state of Washington, from January 11-12, 2019, so they may follow-up on a homicide investigation for the Milpitas Police Department.

*7. Pump Repair – Hillside — Approved the agreement with Pump Repair Service Co. for the water pump replacement at the Hillside Pump Station for an amount not to exceed $117,100.

8. Pump Repair – Tularcitos — Councilmember Montano requested brief oral report from the Public Works Director and Mr. Tony Ndah explained the need for the pump repair work at the Tularcitos Pump station.

Motion: to approve the agreement with Pump Repair Service Co. for the water pump replacement at the Tularcitos Pump Station for an amount not to exceed $118,200

Motion/Second: Councilmember Montano/Councilmember Phan

AYES: 5
NOES: 0

*9. Bids for ADA Curb Ramps — Approved project Plans and Specifications and authorized advertisement for Invitation for Bids for the Americans with Disabilities Act (ADA) Curb Ramp Transition, Projects No. 4283 and No. 4287.

10. Resolution — City Engineer Steve Erickson reviewed the plan to seek grant funding for the pedestrian bridge overcrossing at McCandless Park in the south end of Milpitas. He responded to questions from Councilmember Montano about other grant sources for this project.

Vice Mayor Dominguez inquired if there was a matching amount required for the grant, and staff replied no.

Motion: to adopt Resolution No. 8844 authorizing the City Manager (or her designee) to apply for grant funding from the Santa Clara Valley Water District under the 2019 Safe, Clean Water and Natural Flood Protection Priority "D3" Grant Program in the amount of $100,000 for the Lower Penitencia Creek Pedestrian Bridge, Project No. 2005 and if awarded, to authorize the City Manager to execute the grant funding agreement

Motion/Second: Councilmember Montano/Councilmember Nuñez

AYES: 5
NOES: 0

11. Repair on Montague

Public Works Director Tony Ndah described the significant incident on January 11 – 12, when a major sinkhole was reported on Montague Expressway, formed due to failure in a major storm drain pipeline underground. City staff would work with county staff about permits from the past to try to learn why a waterpipe was installed by a cut through the sewer main in a manner that would not be done by engineers today.

Councilmember Montano believed the County should pay for the repair invoice, not the city, since Montague Expressway was a county road. She was concerned about paying the invoice first, and potentially not be reimbursed later. She wished to learn if there was an intergovernmental agreement in place.

Mayor Tran asked to check in with the City Manager and the City Attorney. City Manager Edmonds-Mares replied that the City was working collaboratively with the County, certain that the source of the problem was a water pipe and storm drain (underground infrastructure) – both of which were City property.

Motion: to receive a report from the Public Works Director on the emergency repair work on roadway and storm drain pipeline at Montague Expressway and authorize staff to pay invoices associated with the repair activities

Motion/Second: Councilmember Montano/Councilmember Nuñez

AYES: 5

One public comment was heard from Voltaire Montemayor of the concerns of his neighbors, with a possible live wire overhead and Mayor Tran urged him to call PG&E right away.

*12. Repair on Technology Drive

Received a report from the Public Works Director on the emergency repair work of a water main on Technology Drive. 2) Authorize staff to pay invoices from Preston Pipeline for work associated with the repair of the water main.

*13. Payment for Election

Authorized payment in the amount of $112,855 in total to the County of Santa Clara Registrar of Voters for its services for the November 6, 2018 election.

*14. Preview Next Agenda

Received preview list for next Regular City Council meeting February 19, 2019.

PUBLIC HEARINGS

15. Public Hearing – Sewer Rates

Public Works Director Tony Ndah reviewed timeline of the process to arrive at the recommended new rates for sewer service, including the sewer rate study and the public outreach efforts. Public Information Officer Jennifer Yamaguma detailed the community engagement conducted for both water and sewer rates. Mr. Ndah described key CIPs to be funded with the rate increase, and defined proposed bonds. He discussed rates at City's mobile home parks and proposal to establish a subsidy program for those residents, based on sewer flow allocation and flow rates in the parks.

Mayor Tran opened the public hearing.

Robert Marini, resident, said the amount of money for the bonds was $35 million and that amount was not disclosed in the written note sent to the public. Kept the public in the dark on the bonds. This was just for sewer, and that did not include the water utility. Unfair to those residents in single family home, since it was not a proportional charge. City Attorney Diaz responded to some of his comments.

Voltaire Montemayor, resident, attended one of the workshops and believed in questioning the notice. They work hard, and pipes need to be functioning. City was below the average.

Tom Valore, resident, recalled discussing the bonds for sewer discussed at the Water Rates Task Force, and the rates of those bonds. Now that the rates had increased, it was a good idea to proceed expeditiously.

(1) Motion: to close the public hearing following three speakers

Motion/Second: Councilmember Nuñez/Councilmember Montano

Motion carried by a vote of: AYES: 5
NOES: 0

Mayor Tran wanted to supply some facts based on frequently asked questions. He asked about 13% administration costs and if that was consistent over the years. Mr. Ndah said it was a reduction from the past. The Mayor asked about an increase in capacity and if the number was adequate for all the new development being built and occupied. He urged the Public Information Officer to details out to the public, what specifically their funds would go towards.

Public Works Director Ndah detailed the $75 million over five years to funds the city's share of the treatment plant facility updates and the city's sewer collection system.

Councilmember Nuñez did not hear that bond cost were addressed at public meetings. Staff confirmed that was done at five public meetings, the same number as presented. Interim Finance Director Jane Corpus explained how the rating agencies would rate the City when evaluating issuance of the sewer bonds. Mr. Nuñez asked about helping out needy ratepayers, and Mr. Ndah said staff would look at that when rates were implemented.

Councilmember Montano asked when rates were last raised and staff replied in August of 2015. She asked what percent of infrastructure had been worked on throughout the City. Staff would need to research that and get back to her. If there was a flat rate, why did the bills to customers vary, and staff explained flow rates and estimation of the number of residents per household.

Councilmember Phan thanked staff for the presentation. He liked looking at different options and considering all options for the ratepayers. He favored monitoring sewer usage, if technology can do this. Mr. Diaz, Ms. Kantak and Mr. Ndah responded with factors that would go into that. Mr. Phan inquired about the issue of borrowing and effect on credit rating, and ability to lease out property to re-pay. With more economic development in the city, it would help with a stronger rating and better rates. He favored the major improvement in use of social media to educate the public on utility rates.

Vice Mayor Dominguez thanked staff and wanted to make sure rates stayed as low as they could while maintaining infrastructure. She asked for explanation of how apartment owners were impacted and notified. A major concern for tenants was rent increases possible with increased rates to owners for sewer and water costs. Ms. Dominguez wanted to help families when there was hardship.

Councilmember Montano asked about the purchase of more capacity for sewer and how that was determined. Ms. Kantak responded.

Councilmember Nuñez was concerned about all the suggestions that came at this meeting and wished to confirm what specifically the recommendation for Council action would be.

The City Manager noted that operating and fiscal proposals could be studied and come back to Council later. The mobile home parks subsidy program was part of the recommendation at this meeting, for sewer rates.

Councilmember Nuñez asked for the number of protests received and the City Clerk reported 16 protest letters were received in her office. The number was well below the more than 10,000 that would be required to sustain a protest vote.

Councilmember Phan wanted to include in the direction to continue working on a means to reduce costs and find alternative funding sources, as a two-pronged approach. Mr. Nunez agreed.

City Attorney Diaz read aloud the title of Ordinance No. 208.53, "An Ordinance of the City of Milpitas Amending Section 6 of Chapter 2, Title VIII of the Milpitas Municipal Code Relating to Sewer Service Charges."

(2) Motion: to waive the first reading and introduce Ordinance No. 208.53, to approve the proposed new rates for sewer service and approve a subsidy program for the mobile home park customer class

Motion/Second: Councilmember Nuñez/Councilmember Phan

Motion carried by a vote of: AYES: 5
NOES: 0

16. Public Hearing – Water Rates

Public Works Director Tony Ndah provided history on water rates, the last rate increase approved by Council in December of 2015 and work of the prior Citizens Task Force on Water Rates. A similar presentation was given on water rates and the staff recommendation for adjustment, along with community engagement efforts, as to what was done for the sewer utility. Mr. Ndah gave a useful description and slide of a monthly bill showing impact of water costs to the customer, and responded to questions from Councilmembers. He showed a water bill comparison for 7 HCF average use v. 20 other cities and districts.

Next, Mayor Tran opened the public hearing.

Robert Marini, resident, spoke of omissions from his point of view in the notice sent to the public on rate proposal. He asked why bond information was not in the 27,000 mailed notices to the public. This was not open and transparent.

Voltaire Montemayor, resident, attended the public information workshop recently. He referred to the San Juan Capistrano Supreme Court decision (on tiered water rates).

Tom Valore, resident, was on the Water Rates Task Force, which was eye opening for him. He learned that Milpitas water rates had been kept artificially low over time by deferring maintenance.

Richard Santos, Director on the Board of the Santa Clara Valley Water District, said this area has the best water in the world, at the lowest cost. He wanted to be sure the Milpitas community know they always get safe clean water from SCVWD. He mentioned a water master plan and noted the CFO from the District was present for Council questions.

Councilmember Nuñez did not recall anyone coming down to Milpitas from the San Francisco Public Utilities Commission (other wholesale water provider to City) to make a presentation. Mr. Ndah asked the CFO of the Water District to explain a bit on the rates and charges, and property tax bill charge for water conservation activities. Mr. Nuñez said the District was a valuable partner to the City, providing service that city could not (e.g. flood protection).

(1) Motion: to close the public hearing

Motion/Second: Councilmember Nuñez/Councilmember Montano

Motion carried by a vote of: AYES: 5
NOES: 0

Next, the City Clerk reported 16 protest letters opposed to the proposed water rates were received in her office. The number was well below the more than 10,000 that would be required to sustain a protest vote.

Mayor Tran asked the Public Works Director various questions and sought confirmation on the administrative costs of 10%. Staff described efforts at review in detail of the cost allocation for water service, as recommended by the Task Force. He commented on tiered water rates.

Councilmember Phan asked staff why tiered rates were not applicable to the city at this time. Mr. Ndah detailed the supreme court case and what steps were required in state law to be able to establish tiers. Mr. Phan urged doing the "peaking analysis" which would be required for tiered rates.

Councilmember Nuñez noted that $27 million was paid from the water enterprise to the General Fund. City Attorney Diaz said this was an accounting issue, of water/sewer funds and costs allocated to the General Fund, and transfers were ok. Mr. Nuñez asked for clarification on why rate increase would be only 7% when those were first predicted to be 9%.

Councilmember Montano, said regarding conservation, the Water District had the gray water program. Maybe there could be some matching funds offered by the city. She asked the Public Works Director about the cap on water fund transfers into the General Fund.

City Attorney Diaz then read aloud the title of Ordinance No. 120.48, "An Ordinance of the City of Milpitas Amending Section 6 of Chapter 1, Title VIII of the Milpitas Municipal Code Relating to Water Service Charges

(2) Motion: to waive the first reading and introduce Ordinance No. 120.48 to approve the proposed new rates for water and recycled water service in the City of Milpitas

Motion/Second: Councilmember Phan/Councilmember Nuñez

Motion carried by a vote of: AYES: 5
NOES: 0

COMMUNITY DEVELOPMENT

17. Review of Agreement on Digital Billboard

This matter was heard prior to the public hearing items.

Planning Director Ned Thomas provided past history and prior City Council action regarding application for outdoor digital billboard, by AllVision LLC at Barber Ct. near Interstate 880.

Councilmember Nuñez this item came to City Council before October 20, 2018 and asked staff explicitly "what is the process?" City Attorney Diaz responded on the process for decision on city property, both in Closed Session and action on the Council agenda.

Councilmember Montano felt applicant was unfairly being strung along, after coming to Milpitas from New York. She wanted to hear from applicant at this meeting and to approve the staff recommendation on the agenda.

Councilmember Phan felt the city could do better, going forward, on faster signature on pending applications such as this one, to get a fair shake for the residents.

Vice Mayor Dominguez empathized with applicant, and the delay experienced. She was concerned about amount of time an RFP would take.

Councilmembers discussed process for the billboard agreement, Requests for Proposals, time frames and other related matters.

Mayor Tran invited public comments next.

Alex Balanson, a representative of Allfront Allvision, asked the City to move ahead and have the City Manager to sign the agreement as previously approved. He'd worked with city for the past 18 months and negotiated a deal with the City Manager, Economic Development Director, planning staff, undergone pre-application review, paid $20,000 deposit, did a detailed site survey, paid for a shadow study, and was ready after this good faith over 18 months.

Tom Valore, resident, did not know if the applicant brought this application forward to propose the sign, or if the city did go out seeking a sign. He wanted to understand what was the benefit to the city.

Bobby from McCarthy Ranch, in discussing the RFP process about signs along 880, was what they went through in the past. He urged Council to seek the best possible economic benefit for the City. McCarthy Ranch was approved for three signs and built only two.

Voltaire Montemayor, resident, heard a lot of good things on this matter.

Kevin Donovan, with the applicant, made a good faith effort and wanted to correct a few comments. The last RFP was 10 years ago, the laws in City of Milpitas changed (he read from past actions) on May 5, 2009. He commented on a letter submitted by McCarthy Ranch. If the City was going to an RFP, that would come back in four months, then a sign would be constructed and up in 18 months (in 2020).

The City Manager commented to Council, about how the RFP process could be accommodated rapidly, and then later long term be established and to clarify the process for billboards.

Mayor Tran felt Council had spent enough time on this agenda item and was ready to vote. City Attorney Diaz specified the need to rescind prior Council action of November 2018.

(1) Motion: to rescind prior Council action on this billboard agreement from November 2018

Motion/Second: Councilmember Nuñez/Vice Mayor Dominguez

Motion carried by a vote of: AYES: 5
NOES: 0

(2) Motion: to adopt a new direction to move into a Request For Proposal process on digital billboards on Barber Ct. in Milpitas, to take no more than five months, and to bring RFP results no later than the 2nd Council meeting in June (06/18/2019), unless the City Manager notifies Council of extraordinary circumstances

Motion/Second: Councilmember Dominguez/Councilmember Phan

Motion carried by a vote of: AYES: 5
NOES: 0

*18. Resolution of Support – RHNA Subregion

Adopted Resolution No. 8845, a resolution of intent to support formation of a Housing Subregion of Santa Clara County local and county governments to facilitate and implement Countywide housing production consistent with the Regional Housing Needs Allocation (RHNA) formula currently assigned by the Association of Bay Area Governments (ABAG).

COMMUNITY SERVICE

19. The Pines Permit Parking program

This matter was not heard.

REPORT

20. City Council Subcommittees

Councilmember Montano departed the Chambers prior to this item.

Due to the late hour, the Mayor stated that the City Council would not discuss the subcommittee recommendations (no. 1 on the agenda item). He proceeded to the second recommendation from staff on this item.

Motion: to approve Mayor Tran's recommendation of Councilmember Carmen Montano to serve on the Board of Directors of the Bay Area Water Conservation & Supply Agency and its Regional Financing Authority, to fill the unexpired 4-year term recently vacated that will expire on June 30, 2021.

This action included rescinding the appointment of Councilmember Anthony Phan made at the January 15, 2019 City Council meeting.

Motion/Second: Councilmember Phan/Councilmember Nuñez

Motion carried by a vote of: AYES: 4
NOES: 0
ABSENT: 1 (Montano)

ADJOURNMENT

Mayor Tran adjourned the meeting at 12:02 AM.

Meeting minutes respectfully drafted and submitted by
Mary Lavelle, City Clerk

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	Adopt Resolution Amending the Water Supply Agreement with the City and County of San Francisco and the Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	2/19/2019
Staff Contact:	Tony Ndah, 408-586-2602
Recommendation:	1. Adopt Resolution Approving the Amended and Restated Water Supply Agreement between the City and County of San Francisco Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County and authorize the City Manager to execute such Agreement.

Background:

In June 2009, the City of Milpitas, entered into a Water Supply Agreement with the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County and Santa Clara County (WSA). The WSA sets forth the terms by which the twenty-six Wholesale Customers will purchase water from the San Francisco Regional Water System (System). The WSA builds upon the 1984 "Settlement Agreement and Master Water Sales Contract between the City and County of San Francisco and Certain Suburban Purchasers in San Mateo County, Santa Clara County and Alameda County" (1984 Agreement).

In April 2003, the City of Milpitas and other water suppliers in Alameda, San Mateo, and Santa Clara counties established the Bay Area Water Supply and Conservation Agency (BAWSCA). The City of Milpitas is one of the 26 members of BAWSCA. BAWSCA is the only entity that has the authority to directly represent the needs of the wholesale customers that depend on the system. Through BAWSCA, wholesale customers, including the City of Milpitas, can work with San Francisco Public Utilities Commission (SFPUC) to ensure a reliable supply of high quality water is available at a fair price to all members.

In the course of implementing the WSA, it became clear to BAWSCA and the SFPUC, that a number of amendments were needed to address substantive and discrete issues. These amendments do not diverge from the existing policies and spirit of the WSA and do not change the basic contract structure. In September 2018, City Council adopted a resolution granting authority to BAWSCA negotiate with SFPUC on amendments to the WSA to address issues arising from implementation of the Agreement. The WSA negotiations were completed in Fall 2018 and SFPUC approved the amended and restated WSA on December 11, 2018, which incorporated seven amendments into the WSA, and included other discrete updates and revisions.

Analysis:

BAWSCA and SFPUC identified seven amendments of the greatest importance to each agency. These include:

1. Oversight of SFPUC's Capital Improvement Program (CIP) (2009 WSA new Section 6.09): The Wholesale Customers have had some oversight of the Water System Improvement Program (WSIP), both through the enactment of AB 1823 (2002), and also through quarterly meetings and public reporting. As WSIP nears completion, the SFPUC's Capital Improvement Program (CIP) is expanding to achieve a sustainable rate of repair and replacement consistent with overall asset management of the System and SFPUC's adopted Level of Service Goals. This amendment adds a new section to the WSA obligating SFPUC to formally engage with BAWSCA on its 10-year CIP development. This amendment ensures that BAWSCA and the Wholesale Customers are involved in the development of the 10-year CIP, have the opportunity to comment on proposed changes to the

Level of Service Goals, requires the SFPUC to create an asset management policy applicable to the Regional Water System by December 31, 2020, and commits the SFPUC to quarterly reporting and meetings on CIP implementation.

2. Tier 1 Drought Allocation Plan (2009 WSA Attachment H Section 2.1): The 1984 Agreement required the SFPUC and the Wholesale Customers to develop a Shortage Allocation Plan during droughts. The plan was approved in 2000 for average system wide shortages of up to 20%. Under the plan, the SFPUC allocates the available water supply during droughts between Retail and Wholesale Customers (the "Tier 1 allocation") for incremental shortages of 5, 10, 15 and 20 percent. The Wholesale Customers then collectively allocate the wholesale portion of the available supply among themselves (the "Tier 2 allocations").

   Various factors that affect this formula have changed since 2009, particularly the proportionate purchases from the System from San Francisco Retail and Wholesale Customers. If the Tier 1 allocation had been applied during the 2014-2017 drought, Retail Customers would have received a positive allocation of water. The Tier 1 Drought Allocation Plan amendment includes a modest change to the existing formula to ensure that that, in the event of a cutback, San Francisco Retail Customers do not receive a positive allocation of water and will take a minimum 5% cutback. Any positive allocation of water would be re-distributed to Wholesale Customers; additional water conserved by Retail Customers up to the minimum 5% level would remain in storage for allocation in future successive dry years.

3. 2018 Decisions (2009 WSA Sections 3.13, 4.01, 4.05, 4.06, 9.06, Attachment Q): The 1984 Agreement memorialized the perpetual 184 mgd "Supply Assurance" to the Wholesale Customers which survives the expiration or termination of the 2009 Agreement. The Supply Assurance is subject to reduction due to drought, emergencies and system maintenance/malfunction. The Wholesale Customers have allocated shares of the Supply Assurance called "Individual Supply Guarantees."

   The SFPUC delivers water to the northern portions of the cities of San Jose and Santa Clara on a temporary and interruptible basis in accordance with individual contracts with these cities. To date, the SFPUC has not exercised its contractual right to terminate or reduce water supply to San Jose and Santa Clara, nor has it agreed to make either of the cities a permanent customer. Accordingly, San Jose and Santa Clara do not have Individual Supply Guarantees.

   The WSA required that by December 31, 2018, the SFPUC was to decide whether to make San Jose and Santa Clara permanent customers and whether to offer additional supply to other Wholesale Customers. Currently, there is insufficient data for the SFPUC to make these decisions at this time. This amendment will extend the deadlines for SFPUC to decide and obligates SFPUC to providing annual updates to its Commission regarding developing permanent supply for San Jose and Santa Clara. The amendment also expands Santa Clara's service area map for operational purposes.

4. Asset Classification (2009 WSA new Section 5.11 and definitions and Attachment R; revisions to Section 4.07): A basic principle of the 1984 Agreement involved the classification of Regional Water System assets used to serve Retail and Wholesale Customers. Asset classification is critical to the allocation of Hetch Hetchy Enterprise capital and operating costs in order to separate out the Power function, which the Wholesale Customers do not pay. "Upcountry" Regional Water System assets, which are generally those assets located in the Tuolumne, Stanislaus, and San Joaquin counties, are classified as Water, Power, or Joint. For Joint upcountry assets that have both power and water benefits, costs are split 55% to the Power Enterprise and 45% to the Water Enterprise. Wholesale and Retail Customers then pay for the water portion based on their proportional purchases of water. The 1984 Agreement was a legal settlement that included a list of Hetch Hetchy asset classifications. These classifications were incorporated into the 2009 Agreement without change.

   In FY 2010/2011, SFPUC unilaterally changed the classification and the related cost allocation of a small number of assets of the System. BAWSCA disputed this decision and, rather that submit the dispute to arbitration, the parties negotiated this resolution. This amendment documents and fixes the classification of all significant "upcountry" existing assets of the Regional Water System and limits the changes from historical classifications for seven specific and known projects on five assets, without changing the classification of the underlying asset.

This facilitates efficient contract administration and limits and mitigates Wholesale Customer exposure to financial risks on certain projects.

In particular:

- Mountain Tunnel Interim and Long Term Improvements: these improvements for Mountain Tunnel will be classified as Water, except for the new Flow Control Facility, which will be classified as Joint.
- Lower Cherry Aqueduct repair: this project will be classified as Water.
- Kirkwood and Moccasin Penstock repairs or replacement: these projects will be classified as Joint.
- Moccasin Dam and Reservoir Flood Response Short Term and Long Term Projects: classification of this work, which is planned in response to the March 22, 2018 flood, will change from Water to Joint.

5. Wholesale Capital Fund (2009 WSA, Section 6.08 E and Attachment M-3): Under the 2009 WSA, funds for capital projects are appropriated and placed into the Wholesale Capital Fund upon appropriation. The balance of the Fund is reviewed at 5-year intervals beginning in FY 2014-15, and any excess balance (unexpended, unencumbered amount in excess of 10% of appropriation) is transferred to the balancing account.

   In implementing the reconciliation of the Wholesale Capital Fund, SFPUC discovered that the reconciliation timing did not conform to the SFPUC's budget requirements, appropriation process, and project spending needs. For instance, if funding is appropriated for a project in year four of the 5-year review period, it may result in return of funds after only 1 year even though the project may take several years to complete.

   This amendment provides for an annual reconciliation of costs to ensure that SFPUC has the necessary resources for capital improvements, without holding an excessive amount of Wholesale Customer funds.

6. WSIP Completion Date (2009 WSA Section 3.09): The WSA contained an outdated WSIP completion date. This amendment updates the WSIP completion date to December 30, 2021, as adopted by the SFPUC's Commission in March of 2018.

7. Regional Groundwater Storage and Recover Project (RGSRP) (2009 Agreement, Section 3.17): This amendment updates the RGSRP contract provisions to better reflect how the RGSRP will be operated and to outline the cost-allocation responsibilities shared by the RGWRP's partner agencies.

In addition to the substantive amendments set forth above, the attached amended and restated Water Supply Agreement includes a number of non-substantive updates and "clean-up" revisions, as set out below:

1. Updated Attachment A, reflecting new and revised definitions.
2. Updated Attachment C, reflecting recent Individual Supply Guarantee transfers.
3. Updated Attachment K, reflecting the updated Wholesale Customers' share of Net Book Value of Existing Assets and share of Revenue-Funded Capital Expenditures;
4. New section 3.18, reflecting the Hetch Hetchy Amendment approved in 2013.
5. Revised section 8.04, reflecting the authority previously delegated by the Wholesale Customers to BAWSCA in 2014 to initiate, defend, and settle arbitration for matters subject to arbitration under the WSA.
6. Updates reflecting Cal Water's acquisition of Skyline County Water District.
7. Updates to the addresses for both BAWSCA and SFPUC.

San Francisco, acting by and through its Public Utilities Commission, approved the amended and restated Water Supply Agreement, as negotiated by BAWSCA, on December 11, 2018, pending approval by the requisite number of the Wholesale Customers.

Staff recommends Council approval of the attached "Amended and Restated Water Supply Agreement Between the City and County of San Francisco Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County" dated November 2018 and authorize the City Manager to execute such Agreement when final execution copies are prepared and distributed by BAWSCA.

Next Steps: Although the amendments do not cover changes to the minimum purchase (take or pay) requirement in the City's WSA, BAWSCA is committed to working with staff and other agencies to address this topic in the future. Staff will continue its work with BAWSCA on this topic and will be providing periodic updates to Council.

Fiscal Impact: None. This action will not create any new financial responsibilities for the City.

California Environmental Quality Act: Prior to approval of the WSIP, San Francisco prepared a program environmental impact report (PEIR) for the WSIP in compliance with the California Environmental Quality Act (CEQA) and the San Francisco Planning Commission certified the WSIP Final PEIR in Planning Commission Motion No. 17734. The City reviewed the Final PEIR and CEQA findings and adopted them to the extent the findings were relevant to its decision to approve the WSA.

At this time, the City need not take any further action to comply with the requirements of CEQA as the amendments are not a "project" for the purposes of the CEQA. The amendments at issue involve an administrative activity that does not result in a direct change to the environment (see 14 CCR Section 15378(b)(5)), and would not result in a direct or reasonably foreseeable indirect physical change in the environment (see 14 CCR Section 15060(c)(2)).

Recommendation: Approve the Amended and Restated Water Supply Agreement between the City and County of San Francisco Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County and authorize the City Manager to execute such Agreement.

Attachments:

1) Resolution – 2018 Amended and Restated WSA
2) Seven Amendments to the Water Supply Agreement
3) 2018 Redlined Amended and Restated Water Supply Agreement (with Att. A and C)
4) Exhibit A to Resolution: 2018 Amended and Restated Water Supply Agreement (with Attachments)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING AMENDMENTS TO THE WATER SUPPLY AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND WHOLESALE CUSTOMERS IN ALAMEDA COUNTY, SAN MATEO COUNTY, AND SANTA CLARA COUNTY

WHEREAS, water supply agencies in Alameda, San Mateo and Santa Clara Counties have purchased water from the City and County of San Francisco (San Francisco) for many years; and

WHEREAS, the San Francisco Public Utilities Commission (SFPUC or Commission) Water Enterprise operates the Regional Water System, which delivers water to communities in Alameda, San Mateo and Santa Clara Counties, as well as to customers within San Francisco (collectively, "the Parties"); and

WHEREAS, the Parties entered into the "Settlement Agreement and Master Water Sales Contract between the City and County of San Francisco and Certain Suburban Purchasers in San Mateo County, Santa Clara County and Alameda County" in 1984; and

WHEREAS, in April 2003, water supply agencies in Alameda, San Mateo and Santa Clara Counties established the Bay Area Water Supply and Conservation Agency (BAWSCA), as authorized by Water Code Section 81300 *et seq*.; and

WHEREAS, upon expiration of the 1984 "Settlement Agreement and Master Water Sales Contract," the Parties entered into the "Water Supply Agreement between San Francisco and Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County" ("Water Supply Agreement") on July 1, 2009, authorized by SFPUC Resolution No. 09-0069; and

WHEREAS, on September 4, 2018, Milpitas City Council adopted Resolution No. 8813, which authorized BAWSCA to negotiate with San Francisco to amend the Water Supply Agreement; and

WHEREAS, BAWSCA has submitted periodic reports to the City on progress during the negotiations and has provided detailed briefings on all significant elements of the amendments; and

WHEREAS, the Parties now desire to adopt an amended and restated Water Supply Agreement in order to:

(1) require the SFPUC to adhere to a formal program to engage with BAWSCA on its 10-year CIP development;
(2) adjust the provisions of the Water Shortage Allocation Plan regarding the initial allocation of water during shortages between San Francisco Retail and Wholesale water customers;
(3) extend the December 31, 2018 deadline for the SFPUC to complete a water supply planning process and decide whether or not to (a) grant permanent customer status to the cities of San Jose and Santa Clara, dedicating a permanent share of the SFPUC water supply to these two wholesale customers, who currently have temporary, interruptible status, and (b) increase the 184 mgd Supply Assurance created as a permanent dedication of water supply in the 1984 "Settlement Agreement and Master Water Sales Contract" and carried forward into the 2009 Water Supply Agreement (collectively "the 2018 Decisions");
(4) change the classification of certain Hetch Hetchy Water and Power capital projects, adjusting the amount of capital funding to be provided towards these projects by the Parties and the SFPUC Power Enterprise through the term (June 30, 2034) of the Water Supply Agreement;

(5) modify provisions related to the SFPUC's administration of the Wholesale Capital Fund to more closely align with the historic rate of capital project spending by the SFPUC and prevent volatility in the annual determination of the Wholesale Revenue Requirement;
(6) extend the estimated timing of the completion of the WSIP to reflect the currently adopted program completion date;
(7) clarify the cost allocation and water accounting provisions used for the Regional Water System's Groundwater Storage and Recovery Project; and

WHEREAS, in addition to the substantive modifications set forth above, the amended and restated Water Supply Agreement also includes a number of non-substantive updates and revisions to incorporate previously approved modifications, such as the First Amendment to the Water Supply Agreement, adopted in 2013 as new Section 3.18, prohibiting San Francisco from draining Hetch Hetchy Reservoir or decommissioning O'Shaughnessy Dam without securing Wholesale Customer approval in the form of an amendment; and

WHEREAS, in 2008, through SFPUC Resolution No. 08-0200, San Francisco approved the Water System Improvement Program (WSIP) to upgrade San Francisco's regional and local water system and achieve Level of Service Goals and Objectives, which include, meeting average annual water demand of 265 million gallons per day (mgd) through 2018; reevaluation of forecasted 2030 Regional Water System demand projections and water supply options by 2018, and SFPUC decision in 2018 regarding Regional Water System deliveries after 2018; and meeting dry year delivery needs while limiting rationing to a maximum of twenty percent system wide during droughts; and

WHEREAS, prior to approval of the WSIP, San Francisco prepared a program environmental impact report (PEIR) for the WSIP in compliance with the California Environmental Quality Act (CEQA) and the San Francisco Planning Commission certified the WSIP Final PEIR in Planning Commission Motion No. 17734; and

WHEREAS, the Wholesale Customers reviewed the Final PEIR and CEQA findings and, in conjunction with approval of the Water Supply Agreement in 2009, the Wholesale Customers also adopted CEQA findings that were relevant to each Wholesale Customer's decision to approve the WSA; and

WHEREAS, the amendments considered now are not a "project" for the purposes of CEQA as they involve an administrative activity that does not result in a direct change to the environment (see 14 CCR Section 15378(b)(5)), and would not result in a direct or reasonably foreseeable indirect physical change in the environment (see 14 CCR Section 15060(c)(2)); and

WHEREAS, the Parties recognize that, both before and after the most recent statewide drought, after meeting drought-related conservation mandates, several BAWSCA member agencies were unable to meet their respective minimum purchase requirements described in Article 3.07 of the Water Supply Agreement, which requires payment for water below the required minimum purchase level even if such water is not delivered and used; and

WHEREAS, BAWSCA and San Francisco have identified intra system water transfers in general as one potential solution to long-term water reliability needs among the Wholesale Customers, and Section 3.04 of the Water Supply Agreement provides a simplified process for permanent Individual Supply Guarantee ("ISG") transfers among certain Wholesale Customers; and

WHEREAS, several of the Wholesale Customers with minimum purchase requirements might be interested in transferring water within their respective ISGs, if doing so would also reduce their minimum purchase requirements and corresponding financial impact of paying for water that is not used; and

WHEREAS, the Parties to the Water Supply Agreement have a collective interest in working to promptly identify a resolution to this as part of a future contract amendment; and

WHEREAS, BAWSCA and San Francisco began discussions to address this issue commencing in January 2019; and

WHEREAS, San Francisco's currently adopted WSIP program completion date is December 30, 2021; and

WHEREAS, one of the remaining final projects in the WSIP, the Alameda Creek Recapture Project, is the subject of a revised environmental impact report that has not yet been published for public review and comment; and

WHEREAS, on April 3, 2018, the Wholesale Customers provided formal comment to the SFPUC, as part of its action to adopt the most recent WSIP completion date, that the proposed WSIP completion date and accompanying construction schedule extension date for the Alameda Creek Recapture Project to December 30, 2021, may not be sufficient to accommodate any project modifications that might be necessary as a result of the ongoing revised environmental analysis, increasing uncertainty associated with the adequacy of the Project schedule as proposed by the SFPUC; and

WHEREAS, the SFPUC has indicated that it's Hetch Hetchy Local Simulation Model ("HHLSM") hydrologic modeling identifies the supply yield anticipated by the Alameda Creek Recapture Project as critical to achieving and maintaining drought year reliability and achieving the WSIP Water Supply Level of Service Goal; and

WHEREAS, the Wholesale Customers acknowledge that the Alameda Creek Recapture Project cannot proceed to construction until environmental review under CEQA is successfully completed, and the past practice of BAWSCA has been to support extensions of individual WSIP project schedules and overall WSIP scheduled completion, including past extensions for the Alameda Creek Recapture Project, if supported by technical and other analysis as necessary to successfully complete the project and achieve project objectives; and

WHEREAS, BAWSCA intends to act in a manner that represents the best interests of all of its member agencies' water supply while avoiding any harm alleged by any one member agency's water supply as a result of any future action by SFPUC; and

WHEREAS, the Wholesale Regional Water System Security and Reliability Act (AB 1823, Water Code Section 73500 *et seq*.) continues the Legislature's oversight of SFPUC's implementation of the regional projects included in WSIP through January 1, 2022; and

WHEREAS, BAWSCA intends to ask the Legislature again to extend its oversight of the WSIP program in anticipation of the SFPUC's need to extend the WSIP completion date to accommodate individual project schedules with reasonable delays, such as the Alameda Creek Recapture Project; and

WHEREAS, an amended and restated Water Supply Agreement, in the form negotiated by BAWSCA, was presented to and approved by the Commission on December 11, 2018.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Milpitas finds and resolves as follows:

1. City Council approves the modifications included in the amended and restated "Water Supply Agreement Between the City and County of San Francisco Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County" dated November 2018 (Amended and Restated Water Supply Agreement), attached hereto as **Exhibit A**.

2. The City Manager is authorized and directed to sign the Amended and Restated Water Supply Agreement, in the form previously approved by the San Francisco Public Utilities Commission and attached hereto as **Exhibit A**.

3.

PASSED AND ADOPTED this __ day of _____, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Mary Lavelle, City Clerk

APPROVED:

_____
Rich Tran, Mayor

APPROVED AS TO FORM:

_____
Christopher J. Diaz, City Attorney

AMENDED AND RESTATED

WATER SUPPLY AGREEMENT

between

THE CITY AND COUNTY OF SAN FRANCISCO

and

WHOLESALE CUSTOMERS

in

ALAMEDA COUNTY, SAN MATEO COUNTY AND SANTA CLARA COUNTY

NOVEMBER 2018

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AMENDED AND RESTATED
WHOLESALE WATER SUPPLY AGREEMENT

Introductory Statement

Both San Francisco, as the Regional Water System owner and operator, and its Wholesale Customers share a commitment to the Regional Water System providing a reliable supply of high quality water at a fair price, and achieving these goals in an environmentally sustainable manner.

Article 1. Parties, Effective Date, And Defined Terms

1.01. Definitions

The capitalized terms used in this Agreement shall have the meanings set forth in Attachment A.

1.02. Parties

The parties to this Agreement are the City and County of San Francisco and such of the following entities (all of which purchase water from San Francisco) as have executed this Agreement:

Alameda County Water District
California Water Service Company
City of Brisbane
City of Burlingame
City of Daly City
City of East Palo Alto
City of Hayward
City of Menlo Park
City of Millbrae
City of Milpitas
City of Mountain View
City of Palo Alto

City of Redwood City
City of San Bruno
City of San José
City of Santa Clara
City of Sunnyvale
Coastside County Water District
Estero Municipal Improvement District
Guadalupe Valley Municipal Improvement District
Mid-Peninsula Water District
North Coast County Water District
Purissima Hills Water District
Stanford University
Town of Hillsborough
Westborough Water District

The entities listed above which have executed this Agreement shall be collectively referred to as the "Wholesale Customers."

1.03. <u>Effective Date</u>

A. Except as provided in subsection C, this Agreement shall become effective only when it has been approved by San Francisco and by each of the entities listed in Section 1.02 and when San Francisco and each of those entities (except for the City of Hayward) have entered into an Individual Water Sales Contract as provided in Section 9.01.

B. If San Francisco and all of the entities listed in Section 1.02 approve this Agreement and (except for the City of Hayward) an Individual Water Sales Contract on or before July 1, 2009, the effective date shall be July 1, 2009. If San Francisco and all of the entities listed in Section 1.02 approve this Agreement and (except for the City of Hayward) an Individual Water Sales Contract after July 1, 2009 but on or before September 1, 2009, the effective date shall be the date on which the last entity listed in Section 1.02 approves this Agreement and, if required, an Individual Water Sales Contract.

C. If by September 1, 2009 this Agreement has been approved by fewer than all of the entities listed in Section 1.02 or fewer than all of such entities (other than the City of Hayward) have entered into an Individual Water Sales Contract, but it has been approved by entities representing at least 75% in number and 75% of the water purchased from SFPUC by

all listed agencies during FY 2007-08 (i.e., 173.39 MGD), then San Francisco shall have the option to waive the requirement in subsection A that all listed agencies have approved this Agreement and an Individual Water Sales Contract as a condition precedent to this Agreement and any Individual Water Sales Contract becoming effective. San Francisco shall have 60 days from September 1, 2009 (i.e., until October 31, 2009) within which to decide whether or not to waive the condition. If San Francisco decides to waive the condition, those listed agencies that have approved this Agreement and Individual Water Sales Contract before October 31, 2009 will be bound thereby and this Agreement and Individual Water Sales Contracts will become effective as to them, as of the date of San Francisco's waiver. For purposes of determining whether listed agencies that have approved this Agreement represent at least 75% of the water purchased during FY 2007-08, the quantity of water attributable to each listed entity shall be as set forth on Attachment B.

D. he provisions of Article 9 that apply to fewer than all Wholesale Customers (i.e., Sections 9.02 - 9.07) shall not become effective unless San Francisco and the entity to which the section applies have each approved (1) this Agreement, and (2) the underlying Individual Water Sales Contract, unless otherwise provided in Article 9. This provision does not affect the continued enforceability of provisions in those sections that derive from independently enforceable judgments, orders or agreements.

Article 2. Term; Amendments During Term

2.01. Term

The term ("Term") of this Agreement shall be twenty five (25) years. The Term shall begin on July 1, 2009, regardless of whether the Effective Date is before or after that date, and shall end on June 30, 2034. Except as provided in Article 9, the term of all Individual Water Sales Contracts shall also begin on July 1, 2009 and end on June 30, 2034.

2.02. Extension and Renewal of Term

A. In December 2031, the SFPUC may provide written notice to the Wholesale Customers that it is willing to extend the Term of this Agreement. Between January 1, 2032 and June 30, 2032, any Wholesale Customer may accept the SFPUC's offer to extend the Term by providing a written notice of extension to the SFPUC. If such notices of extension are received from Wholesale Customers representing at least two-thirds in number as of June 30, 2032 and seventy five percent (75%) of the quantity of water delivered by the SFPUC to all Wholesale Customers during fiscal year 2030-31, the Term shall be extended for another five (5) years ("First Extension Term"), through June 30, 2039. No party to this Agreement which does not wish to remain a party during the Extension Term shall be compelled to do so by the actions of other parties under this section.

B. In December 2036, the SFPUC may provide written notice to the Wholesale Customers that it is willing to extend the Term of this Agreement. Between January 1, 2037 and June 30, 2037, any Wholesale Customer may accept the SFPUC's offer to extend the Term by providing a written notice of extension to the SFPUC. If such notices of extension are received from Wholesale Customers representing at least two-thirds in number as of June 30, 2037 and seventy five percent (75%) of the quantity of water delivered by the SFPUC to all Wholesale Customers during fiscal year 2035-36, the Term shall be extended for another five (5) years ("Second Extension Term"), through June 30, 2044. No party to this Agreement which does not wish to remain a party during the Extension Term shall be compelled to do so by the actions of other parties under this section.

C. After the expiration of the Term, and, if applicable, the Extension Terms, this Agreement may be renewed by mutual consent of the parties, subject to any modifications thereof which may be determined at that time. If fewer than all of the parties desire to renew this Agreement beyond its Term, with or without modifications, the SFPUC and the Wholesale

Customers who wish to extend the Agreement shall be free to do so, provided that no party to this Agreement which does not wish to become a party to such a renewed Agreement shall be compelled to do so by the actions of other parties under this section.

2.03. Amendments

A. **Amendments to Agreement; General**

1. This Agreement may be amended with the written consent of all parties.

2. This Agreement may also be amended with the written consent of San Francisco and of Wholesale Customers representing at least two-thirds in number (i.e., 18 as of July 1, 2009) and seventy five percent (75%) of the quantity of water delivered by San Francisco to all Wholesale Customers during the fiscal year immediately preceding the amendment.

3. No amendment which adversely affects a Fundamental Right of a Wholesale Customer may be made without the written consent of that customer. Amendments to Article 5 which merely affect the allocation of costs between City Retail customers on the one hand and Wholesale Customers collectively on the other, and amendments to Articles 6 and 7 which merely alter budgetary, accounting and auditing procedures do not affect Fundamental Rights and may be made with the consent of parties meeting the requirements of Section 2.03.A.2.

4. When an amendment has been approved by San Francisco and the number of Wholesale Customers required in Section 2.03.A.2, San Francisco shall notify each of the Wholesale Customers in writing of the amendment's adoption. Notwithstanding any provision of law or this Agreement, any Wholesale Customer that claims that the amendment violates its Fundamental Rights under Section 2.03.A.3, shall have 30 days from the date San Francisco delivers the notice of its adoption in which to challenge the amendment’s validity through a judicial action. If no such action is filed within 30 days, the amendment shall be finally and conclusively deemed to have been adopted in compliance with this section.

B. **Amendments to Article 9**

1. Notwithstanding the provisions of Sections 2.03.A.2 and 2.03.A.3, any provision of Article 9 which applies only to an individual Wholesale Customer may be amended with the written concurrence of San Francisco and the Wholesale Customer to which it applies;

provided that the amendment will not, directly or indirectly, adversely affect the Fundamental Rights of the other Wholesale Customers.

2. Before making any such amendment effective, San Francisco shall give notice, with a copy of the text of the proposed amendment, to all other Wholesale Customers. The Wholesale Customers shall have 30 days in which to object to the amendment on the ground that it is not permissible under this subsection. If no such objection is received by San Francisco, the proposed amendment shall become effective. If one or more Wholesale Customers object to the amendment, San Francisco, the individual Wholesale Customer with which San Francisco intends to effect the amendment, and the Wholesale Customer(s) which lodged the objection shall meet to discuss the matter.

3. If the dispute cannot be resolved and San Francisco and the Wholesale Customer involved elect to proceed with the amendment, either San Francisco or the Wholesale Customer shall give written notice of such election to each Wholesale Customer that has objected. Any Wholesale Customer that has objected to such amendment shall have 30 days from receipt of this notice within which to commence an action challenging the validity of such amendment, and such amendment shall be deemed effective as of the end of this 30-day period unless restrained by order of court.

C. **Amendments to Attachments**. The following attachments may be amended with the written concurrence of San Francisco and BAWSCA on behalf of the Wholesale Customers:

Attachment	Name
G	January 2006 Water Quality Notification and Communications Plan
J	Water Use Measurement and Tabulation
L-1	Identification of WSIP Projects as Regional/Retail
N-1	Balancing Account/Rate Setting Calculation Table
N-2	Wholesale Revenue Requirement Schedules
N-3	Schedule of Projected Water Sales, Wholesale Revenue Requirement and Wholesale Rates
P	Management Representation Letter

R Classification of Existing System Assets (subject to Section 5.11)

Amendments to these attachments shall be approved on behalf of San Francisco by the Commission and on behalf of BAWSCA by its Board of Directors, unless the Commission by resolution delegates such authority to the General Manager of the SFPUC or the Board of Directors by resolution delegates such authority to the General Manager/CEO of BAWSCA.

D. **Amendments to Individual Water Sales Contracts**. Individual Water Sales Contracts described in Section 9.01 may be amended with the written concurrence of San Francisco and the Wholesale Customer which is a party to that Individual Water Sales Contract; provided that the amendment is not inconsistent with this Agreement or in derogation of the Fundamental Rights of other Wholesale Customers under this Agreement.

Article 3. Water Supply

3.01. Supply Assurance

A. San Francisco agrees to deliver water to the Wholesale Customers up to the amount of the Supply Assurance. The Supply Assurance is for the benefit of the entities listed in Section 1.02, irrespective of whether or not they have executed this Agreement. Water delivered by San Francisco to Retail Customers shall not be included in the Supply Assurance. Until December 31, 2018, the foregoing commitment is subject to Article 4.

B. Both the Supply Assurance and the Individual Supply Guarantees identified in Section 3.02 are expressed in terms of daily deliveries on an annual average basis and do not themselves constitute a guarantee by San Francisco to meet peak daily or hourly demands of the Wholesale Customers, irrespective of what those peak demands may be. The parties acknowledge, however, that the Regional Water System has been designed and constructed to meet peak daily and hourly demands and that its capacity to do so has not yet been reached. San Francisco agrees to operate the Regional Water System to meet peak requirements of the Wholesale Customers to the extent possible without adversely affecting its ability to meet peak demands of Retail Customers. This Agreement shall not preclude San Francisco from undertaking to meet specific peak demand requirements of individual Wholesale Customers in their Individual Water Sales Contracts.

C. The Supply Assurance is perpetual and shall survive the expiration or earlier termination of this Agreement. Similarly, the Individual Supply Guarantees identified in Section 3.02 and/or the Individual Water Sales Contracts are perpetual and shall survive the expiration or earlier termination of this Agreement or the Individual Water Sales Contracts.

D. Notwithstanding the Supply Assurance established by this section, the Individual Supply Guarantees identified in Section 3.02 and the Individual Water Sales Contracts, the amount of water made available by San Francisco to the Wholesale Customers is subject to reduction, to the extent and for the period made necessary by reason of water shortage, Drought, Emergencies, or by malfunctioning or rehabilitation of facilities in the Regional Water System. Any such reduction will be implemented in accordance with Section 3.11. The amount of water made available to the Wholesale Customers may not be reduced, however, merely because the water recycling and groundwater projects which the WSIP envisions to be constructed within San Francisco, or the conservation programs intended to reduce water use

by Retail Customers that are included in the WSIP, do not generate the yield or savings (10 MGD combined) anticipated by San Francisco.

3.02. <u>Allocation of Supply Assurance</u>

A. Pursuant to Section 7.02 of the 1984 Agreement, a portion of the Supply Assurance has been allocated among 24 of the 26 Wholesale Customers. These Individual Supply Guarantees are also expressed in terms of annual average metered deliveries of millions of gallons per day and are listed in Attachment C.

B. Three Wholesale Customers do not have Individual Supply Guarantees. The cities of San Jose and Santa Clara do not have an Individual Supply Guarantees because San Francisco has provided water to them on a temporary and interruptible basis as described in Sections 4.05 and 9.06. The City of Hayward does not have an Individual Supply Guarantee because of the terms of the 1962 contract between it and San Francisco, as further described in Section 9.03.

C. If the total amount of water delivered by San Francisco to Hayward and to the Wholesale Customers that are listed on Attachment C exceeds 184 MGD over a period of three consecutive fiscal years (i.e., July 1 through June 30), then the Individual Supply Guarantees of those Wholesale Customers listed on Attachment C shall be reduced pro rata so that their combined entitlement and the sustained use by Hayward does not exceed 184 MGD. The procedure for calculating the pro rata reduction in Individual Supply Guarantees is set out in Attachment D.

1. The provisions of this subsection C are not in derogation of the reservation of claims to water in excess of the Supply Assurance which are contained in Section 8.07. Nor do they constitute an acknowledgement by Wholesale Customers other than Hayward that San Francisco is obligated or entitled to reduce their Individual Supply Guarantees in the circumstances described herein. The provisions of this subsection C shall, however, be operative unless and until a court determines that its provisions violate rights of the Wholesale Customers derived independently of this Agreement.

2. The foregoing paragraph is not intended to and shall not constitute a contractual commitment on the part of San Francisco to furnish more water than the Supply Assurance to the Wholesale Customers or a concession by San Francisco that the provisions of this subsection violate any rights of the Wholesale Customers.

D. Notwithstanding the reservation of claims contained in Sections 3.02.C and 8.07, it shall be the responsibility of each Wholesale Customer to limit its purchases of water from San Francisco so as to remain within its Individual Supply Guarantee. San Francisco shall not be liable to any Wholesale Customer or be obligated to supply more water to any Wholesale Customer individually or to the Wholesale Customers collectively than the amount to which it or they are otherwise entitled under this Agreement due to the use by any Wholesale Customer of more water than the amount to which it is entitled under this Agreement.

E. San Francisco shall install such new connections between the Regional Water System and the distribution system of any Wholesale Customer that are necessary to deliver the quantities of water to which the Wholesale Customer is entitled under this Agreement. San Francisco shall have the right to determine the location of such connections, in light of the need to maintain the structural integrity of the Regional Water System and, where applicable, the need to limit peaking directly off of Regional Water System pipelines by a Wholesale Customer's individual retail customers, the need to ensure that a Wholesale Customer's individual retail customers have access to alternative sources of water in the event of a reduction in San Francisco's ability to provide them with water, and other factors which may affect the desirability or undesirability of a particular location. San Francisco's decisions regarding the location of new connections and the location, size and type of any new meters shall not be reviewable by a court except for an abuse of discretion or failure to provide a Wholesale Customer with connections and meters adequate to deliver the quantity of water to which it is entitled under this Agreement.

3.03. <u>Wholesale Customer Service Areas</u>

A. Each of the Individual Water Sales Contracts described in Section 9.01 will contain, as an exhibit, a map of the Wholesale Customer’s service area. A Wholesale Customer may not deliver water furnished to it by San Francisco outside the boundary of its service area without the prior written consent of San Francisco, except for deliveries to another Wholesale Customer on an emergency and temporary basis pursuant to Section 3.07.B.

B. If a Wholesale Customer wishes to expand its service area, it shall request San Francisco's consent to the expansion and provide information reasonably requested by San Francisco about the amount of water projected to be purchased from San Francisco to meet demand within the area proposed to be added to the service area.

C. San Francisco may refuse a Wholesale Customer's request to expand its service area on any reasonable basis. If San Francisco denies a request by a Wholesale Customer to expand its service area, or fails to act on the request for six months after it has been submitted, the Wholesale Customer may challenge San Francisco's denial or delay in court. Such a challenge may be based on the Wholesale Customers' claim, reserved in Section 8.07, that San Francisco is obligated under federal or state law to furnish water, included within its Individual Supply Guarantee, to it for delivery outside its then-existing service area and that it is entitled to enlarge its service area to supply water to such customers. San Francisco reserves the right to contest any such claim on any applicable ground. This subsection does not apply to San Jose and Santa Clara, whose maximum service areas are fixed pursuant to Section 9.06.

D. This section will not prevent San Francisco and any Wholesale Customer, other than San Jose and Santa Clara, from agreeing in an Individual Water Sales Contract or an amendment thereto that:

- the Wholesale Customer may expand its service area without subsequent San Francisco approval to a definitive size but no larger, or
- the Wholesale Customer will not expand its service area beyond its present limits without San Francisco approval

and waiving the provisions of this section with respect to any additional expansion.

E. If two or more Wholesale Customers agree to adjust the boundaries of their respective service areas so that one assumes an obligation to serve customers in an area that was previously within the service area of another Wholesale Customer, they may also correspondingly adjust their respective Individual Supply Guarantees. Such adjustments are not subject to the requirements of Section 3.04 and shall require only the consent of San Francisco and the Wholesale Customers involved, so long as the Supply Assurance and the Individual Supply Guarantees of other Wholesale Customers are not affected. Service area boundary adjustments that would result in the expansion of any California Water Service Company service areas are subject to the requirements of Section 9.02.D. Any adjustment of service area boundaries that would result in the supply of water in violation of this Agreement or the Act shall be void.

F. San Francisco acknowledges that it has heretofore consented in writing to deliveries of water by individual Wholesale Customers outside their service area boundaries and

agrees that nothing in this Agreement is intended to affect such prior authorizations, which remain in full force and effect according to their terms. Such authorizations shall be identified in the Individual Water Sales Contracts.

3.04. <u>Permanent Transfers of Individual Supply Guarantees</u>

A. A Wholesale Customer that has an Individual Supply Guarantee may transfer a portion of it to one or more other Wholesale Customers, as provided in this section.

B. Transfers of a portion of an Individual Supply Guarantee must be permanent. The minimum quantity that may be transferred is 1/10th of a MGD.

C. Transfers of portions of Individual Supply Guarantees are subject to approval by the SFPUC. SFPUC review is limited to determining (1) whether a proposed transfer complies with the Act, and (2) whether the affected facilities in the Regional Water System have sufficient capacity to accommodate delivery of the increased amount of water to the proposed transferee.

D. The participants in a proposed transfer shall provide notice to the SFPUC specifying the amount of the Individual Supply Guarantee proposed to be transferred, the proposed effective date of the transfer, which shall not be less than 60 days after the notice is submitted to the SFPUC, and the Individual Supply Guarantees of both participants resulting from the transfer. The SFPUC may require additional information reasonably necessary to evaluate the operational impacts of the transfer. The SFPUC will not unreasonably withhold or delay its approval; if the SFPUC does not act on the notice within 60 days, the transfer will be deemed to have been approved.

E. Within 30 days after the transfer has become effective, both the transferor and the transferee will provide notice to the SFPUC and BAWSCA. By September 30 of each year during the Term, the SFPUC and BAWSCA will prepare an updated Attachment C to reflect transfers occurring during the immediately preceding fiscal year.

F. Amounts transferred will remain subject to pro rata reduction under the circumstances described in Section 3.02.C and according to the formula set forth in Attachment D.

3.05. Restrictions on Resale

Each Wholesale Customer agrees that it will not sell any water purchased from San Francisco to a private party for resale by such private party to others in violation of the Act.

Each Wholesale Customer also agrees that it will not sell water purchased from San Francisco to another Wholesale Customer without prior written approval of the SFPUC, except on a temporary and emergency basis as permitted in Section 3.07.B.2. The SFPUC agrees that it will not unreasonably withhold its consent to a request by a Wholesale Customer to deliver water to another Wholesale Customer for resale.

3.06. Conservation; Use of Local Sources; Water Management Charge

A. In order to support the continuation and expansion of water conservation programs, water recycling, and development of alternative supplies within the Wholesale Customers' service areas, the SFPUC will, if requested by BAWSCA, include the Water Management Charge in water bills sent to Wholesale Customers. The SFPUC will deliver all Water Management Charge revenue to BAWSCA monthly and shall deliver an annual accounting of Water Management Charge revenue to BAWSCA within 90 days after the end of each fiscal year. The SFPUC's obligations to collect and deliver Water Management Charge revenue to BAWSCA under this subsection are conditioned on BAWSCA's delivery to the SFPUC of an annual report describing the projects and programs on which Water Management Charge funds received from the SFPUC during the previous fiscal year were expended and an estimate of the amount of water savings attributable to conservation programs and of the yield of alternative supplies developed. This report will be due within 180 days after the end of each fiscal year during which Water Management Charge funds were received.

B. The SFPUC will work together with BAWSCA to explore ways to support water conservation programs, recycling projects, and conjunctive use alternatives outside the Wholesale Service Area, in particular projects and programs that have the potential to increase both flows in the lower Tuolumne River (downstream of New Don Pedro Reservoir) and water deliveries to the Regional Water System.

C. Each Wholesale Customer shall take all actions within its legal authority related to water conservation that are necessary to insure that the SFPUC (a) remains eligible for (i) state and federal grants and (ii) access to the Drought Water Bank operated by the California Department of Water Resources, as well as other Drought-related water purchase or transfer

programs, and (b) complies with future legal requirements imposed on the Regional Water System by the federal government, the State, or any other third party as conditions for receiving funding or water supply.

D. San Francisco and each Wholesale Customer agree that they will diligently apply their best efforts to use both surface water and groundwater sources located within their respective service areas and available recycled water to the maximum feasible extent, taking into account the environmental impacts, the public health effects and the effects on supply reliability of such use, as well as the cost of developing such sources.

3.07. <u>Restrictions on Purchases of Water from Others; Minimum Annual Purchases</u>

A. Each Wholesale Customer (except for Alameda County Water District and the cities of Milpitas, Mountain View and Sunnyvale) agrees that it will not contract for, purchase or receive, with or without compensation, directly or indirectly, from any person, corporation, governmental agency or other entity, any water for delivery or use within its service area without the prior written consent of San Francisco.

B. The prohibition in subsection A does not apply to:

1. recycled water;

2. water necessary on an emergency and temporary basis, provided that the Wholesale Customer promptly gives San Francisco notice of the nature of the emergency, the amount of water that has been or is to be purchased, and the expected duration of the emergency; or

3. water in excess of a Wholesale Customer's Individual Supply Guarantee.

C. Alameda County Water District and the cities of Milpitas, Mountain View and Sunnyvale may purchase water from sources other than San Francisco, provided that San Francisco shall require that each purchase a minimum annual quantity of water from San Francisco. These minimum quantities are set out in Attachment E and shall also be included in the Individual Water Sales Contracts between San Francisco and each of these four Wholesale Customers. The minimum purchase requirement in these Individual Water Sales Contracts will be waived during a Drought or other period of water shortage if the water San Francisco makes available to these Wholesale Customers is less than its minimum purchase quantity.

3.08. Water Quality

A. San Francisco shall deliver treated water to Wholesale Customers (except Coastside County Water District, which receives untreated water from Crystal Springs and Pilarcitos Reservoirs) that complies with primary maximum contaminant level and treatment technique standards at the regulatory entry points designated in the San Francisco Regional Water System Domestic Water Supply Permit (currently Permit No. 02-04-04P3810001) issued by the California Department of Public Health (CDPH).

B. San Francisco will provide notice to the Wholesale Customers in accordance with the Water Quality Notification and Communications Plan (current version dated January 2006), attached hereto as Attachment G. San Francisco will regularly update its plan in consultation with the Wholesale Customers and the CDPH. The next update will be completed one year after the Effective Date and include expanded coverage of secondary maximum contaminant level exceedances and water quality communication triggers. The plan will note that the Wholesale Customers will receive the same notification no later than the San Francisco water system (currently Permit No. 02-04-01P3810011) except for distribution-related issues.

C. San Francisco and the Wholesale Customers will establish a Water Quality Committee. The Water Quality Committee will meet at least quarterly to collaboratively address water quality issues, such as Water Quality Notification and Communications Plan updates, regulatory issues, and water quality planning studies/ applied research. San Francisco and each Wholesale Customer will designate a representative to serve on the committee. There will be a Chair and Vice Chair position for the Water Quality Committee. The Chair and Vice Chair positions will be held by San Francisco and the Wholesale Customers and rotate between them on an annual basis.

3.09. Completion of WSIP

San Francisco will complete construction of the physical facilities in the WSIP by December 30, 2021. The SFPUC agrees to provide for full public review and comment by local and state interests of any proposed changes that delay previously adopted project completion dates or that delete projects. The SFPUC shall meet and consult with BAWSCA before proposing to the Commission any changes in the scope of WSIP projects which reduce their capacity or ability to achieve adopted Level of Service Goals and Objectives. The SFPUC

retains discretion to determine whether to approve the physical facilities in the WSIP until after it completes the CEQA process as set forth in Section 4.07.

3.10. Regional Water System Repair, Maintenance and Operation

A. San Francisco will keep the Regional Water System in good working order and repair consistent with prudent utility practice.

B. San Francisco will submit reports to its Retail and Wholesale Customers on the "State of the Regional Water System," including reports on completed and planned maintenance, repair or replacement projects or programs, by September of every even-numbered year, with reports to start in September 2010.

C. San Francisco will cooperate with any audit of the SFPUC's asset management practices that may be initiated and financed by BAWSCA or the Wholesale Customers. BAWSCA may contract with third parties to conduct the audits. San Francisco will consider the findings and recommendations of such audits and will provide a written response indicating agreement with the recommendations, or disagreement with particular recommendations and the reasons why, within 90 calendar days after receipt.

D. San Francisco will continue to operate its reservoirs in a manner that assigns higher priority to the delivery of water to the Bay Area and the environment than to the generation of electric power. The SFPUC, as the Regional Water System operator, is solely responsible for making day-to-day operational decisions.

3.11. Shortages

A. **Localized Water Reductions**. Notwithstanding San Francisco's obligations to deliver the Supply Assurance to the Wholesale Customers collectively and the Individual Supply Guarantees to Wholesale Customers individually, San Francisco may reduce the amount of water available or interrupt water deliveries to specific geographical areas within the Regional Water System service area to the extent that such reductions are necessary due to Emergencies, or in order to install, repair, rehabilitate, replace, investigate or inspect equipment in, or perform other maintenance work on, the Regional Water System. Such reductions or interruptions may be imposed by San Francisco without corresponding reductions or interruptions in the amount of water available to SFPUC water users outside the specific geographical area where reductions or interruptions are necessary, if the system's ability to supply water outside the specific geographical area has not been impaired. In the event of such

a reduction or interruption, San Francisco will restore the supply of water to the specific geographical area as soon as is possible. Except in cases of Emergencies (during which oral notice shall be sufficient), San Francisco will give the affected Wholesale Customer(s) reasonable written notice of such localized reductions or interruptions, the reasons therefor, and the probable duration thereof.

B. **System-Wide Shortages and SFPUC Response to Regional Emergencies**. Following a major system emergency event, the SFPUC will work closely with its Wholesale Customers to monitor customer demand, including the demand source. In the event that any individual Wholesale Service Area or Retail Service Area customer's uncontrolled distribution system leaks could result in major water waste and endanger the supply provided by the Regional Water System as a whole, flow through some customer connections may need to be temporarily reduced or terminated. SFPUC will work closely with customers to assess the nature of the demand (e.g. fire-fighting versus leakage), so that public health and safety protection can be given top priority.

1. All emergencies that require use of non-potable source water will require use of chlorine, or other suitable disinfectant, if feasible.

2. San Francisco will use its best efforts to meet the seismic reliability and delivery reliability Level of Service Goals and Objectives adopted by the Commission in conjunction with the WSIP. San Francisco will distribute water on an equitable basis throughout the Regional Water System service area following a regional Emergency, subject to physical limitations caused by damage to the Regional Water System.

3. San Francisco's response to Emergencies will be guided by the then-current version of the ERRP. The SFPUC shall periodically review, and the Commission may amend, the ERRP to ensure that it remains an up-to-date and effective management tool.

4. The SFPUC will give the Wholesale Customers notice of any proposal to amend the ERRP in a manner that would affect them. The notice will be delivered at least thirty days in advance of the date on which the proposal is to be considered by the Commission and will be accompanied by the text of the proposed amendment.

C. **Shortages Caused by Drought; Acquisition of Dry Year Supplies**. Notwithstanding San Francisco's obligations to deliver the Supply Assurance to the Wholesale Customers collectively and the Individual Supply Guarantees to Wholesale Customers

individually, San Francisco may reduce the amount of water available to the Wholesale Customers in response to Drought.

1. The Tier 1 Shortage Plan (Attachment H) will continue to be used to allocate water from the Regional Water System between Retail and Wholesale Customers during system-wide shortages of 20% or less.

2. San Francisco and the Wholesale Customers may negotiate in good faith revisions to the Tier 1 Shortage Plan to adjust for and accommodate anticipated changes due to demand hardening in the SFPUC's Wholesale and Retail Service Areas. Until agreement is reached, the current Tier 1 Shortage Plan will remain in effect.

3. The SFPUC will honor allocations of water among the Wholesale Customers ("Tier 2 Allocations") provided by BAWSCA or if unanimously agreed to by all Wholesale Customers. If BAWSCA or all Wholesale Customers do not provide the SFPUC with Tier 2 Allocations, then the SFPUC may make a final allocation decision after first meeting and discussing allocations with BAWSCA and the Wholesale Customers. For Regional Water System shortages in excess of 20%, San Francisco shall (a) follow the Tier 1 Shortage Plan allocations up to the 20% reduction, (b) meet and discuss how to implement incremental reductions above 20% with the Wholesale Customers, and (c) make a final determination of allocations above the 20% reduction. After the SFPUC has made the final allocation decision, the Wholesale Customers shall be free to challenge the allocation on any applicable legal or equitable basis.

4. San Francisco will use its best efforts to identify potential sources of dry year water supplies and establish the contractual and other means to access and deliver those supplies in sufficient quantity to meet a goal of not more than 20 percent system-wide shortage in any year of the design drought.

5. San Francisco will cooperate with BAWSCA to improve water supply reliability. As an example of such cooperation, San Francisco may invite a representative of BAWSCA to attend and participate in meetings with third parties for development of dry year water supplies. If San Francisco does not invite a BAWSCA representative to attend a specific scheduled meeting, it will promptly (within 30 days of any such meeting) provide BAWSCA with a written or oral report on the meeting, including any decisions reached at it, as well as information about planned subsequent meetings. Progress in securing dry year water supplies

will be reported to the SFPUC and the BAWSCA board of directors during the first quarter of each calendar year.

3.12. Wheeling of Water from Outside SFPUC System

Subject to the Wheeling Statute, the SFPUC will not deny use of Regional Water System unused capacity for wheeling when such capacity is available for wheeling purposes during periods when the SFPUC has declared a water shortage emergency under Water Code Section 350 if the following conditions are met:

A. The transferor pays reasonable charges incurred by the SFPUC as a result of the wheeling, including capital, operation, maintenance, administrative and replacement costs (as such are defined in the Wheeling Statute).

B. Wheeled water that is stored in the Regional Water System spills first.

C. Wheeled water will not unreasonably: (1) impact fish and wildlife resources in Regional Water System reservoirs; (2) diminish the quality of water delivered for consumptive uses; or (3) increase the risk of exotic species impairing Regional Water System operations. The transferor may at its own expense provide for treatment to mitigate these effects.

D. Priority will be given to wheeling by Wholesale Customers or BAWSCA over arrangements for third-party public entities.

3.13. Limits on New Customers

A. **New Wholesale Customers Prior to December 31, 2028**. Until December 31, 2028, San Francisco will not enter into contracts to supply water to any entity other than a Wholesale Customer (whether permanent or temporary, firm or interruptible) unless:

1. It completes any necessary environmental review under CEQA of the proposed new wholesale water service obligations as provided in Section 4.07;

2. It concurrently completes any necessary environmental review under CEQA as provided in Section 4.07 and commits to make both San Jose and Santa Clara permanent customers with Individual Supply Guarantees equal to at least 9 MGD; and

3. This Agreement is amended to incorporate any commitments to proposed new wholesale customers and to San Jose and Santa Clara, and to address the effects, if any,

of the new customer(s) on water supply reliability, water quality and cost to existing customers of the Regional Water System.

B. **New Wholesale Customers After December 31, 2028**. As of January 1, 2029, San Francisco will not enter into contracts to supply water to any entity other than a Wholesale Customer (whether permanent or temporary, firm or interruptible) unless:

1. It completes any necessary environmental review under CEQA of the proposed new wholesale water service obligations as provided in Section 4.07;

2. It concurrently completes any necessary environmental review under CEQA as provided in Section 4.07 and commits to make both San Jose and Santa Clara permanent customers with Individual Supply Guarantees equal to at least 9 MGD;

3. Doing so increases the reliability of the Regional Water System; and

4. This Agreement is concurrently amended (a) to reflect that increased reliability by means of an increased commitment by San Francisco to deliver water during Droughts and (b) to address the effects, if any, of the new customer(s) on water supply, water quality and cost to existing customers of the Regional Water System.

C. **New Retail Customers**. San Francisco may enter into new retail water service obligations outside of the City and County of San Francisco:

1. Only in Alameda, San Mateo, Santa Clara, San Joaquin and Tuolumne Counties;

2. That are within or immediately adjacent to areas in which it currently serves other Retail Customers; and

3. Until the aggregate additional demand represented by the new retail customers reaches 0.5 MGD.

The limitations on serving new Retail Customers described in this subsection do not apply to historical obligations to supply water that may be contained in prior agreements between the SFPUC or its predecessor the Spring Valley Water Company, and individual users or property owners located adjacent to Regional Water System transmission pipelines.

D. **Water Exchanges and Cost Sharing Agreements with Other Water Suppliers**. Subject to completion of necessary environmental review under CEQA, San

Francisco may at any time enter into water exchanges or cost sharing agreements with other water suppliers to enhance dry year or normal year water deliveries, provided that San Francisco cannot incur new water service obligations to such other water suppliers unless the requirements for taking on new wholesale customers in subsections A and B above are met.

3.14. <u>Measurement of Water</u>

A. The parties recognize that continuous and accurate measurement of water deliveries to and from the Regional Water System and maintenance of complete and accurate records of those measurements is necessary (1) for the costs of the Regional Water System to be allocated in accordance with this Agreement, (2) for implementation of other provisions of this Agreement, and (3) for effective operation and maintenance of a water system serving a large urbanized region.

B. It is the responsibility of the SFPUC to obtain and record these measurements. To do so, the SFPUC shall install, maintain and operate measuring and recording equipment at the following locations: (1) inputs to the Regional Water System from all water sources ("System Input Meters"), (2) internal flow meters to support operation of the Regional Water System ("In-Line Meters"), (3) deliveries to the City at the San Francisco-San Mateo County line ("County-Line Meters") and to three reservoirs in San Francisco ("In-City Terminal Reservoir Meters"), (4) deliveries to SFPUC Retail Customers located outside the boundaries of the City, and (5) deliveries to the Wholesale Customers, as described and illustrated in Attachment J.

C. The SFPUC shall inspect, test, service, and calibrate the measuring and recording equipment installed at the locations described in subsection B and will repair or replace them when necessary, in order to ensure that their accuracy is consistent with specifications provided in Attachment J.

D. The SFPUC shall continue to contract with a qualified independent metering consultant to perform periodic inspection, testing, servicing and calibration of the County-Line Meters, the In-City Terminal Reservoir Meters, and the System Input and In-Line Meters described in Attachment J, as well as the portion of the SFPUC's Supervisory Control and Data Acquisition (SCADA) system that utilizes the flow signals produced by that measuring and recording equipment. The method, schedule and frequency for calibration and maintenance of the County-Line Meters and the In-City Terminal Reservoir Meters are specified in Attachment J. The SFPUC shall provide copies of the metering consultant's reports to BAWSCA.

E. System Input Meters measure water deliveries into the Regional Water System from sources such as Hetch Hetchy and the SFPUC's water treatment plants. System Input Meters also measure deliveries from the Regional Water System to outside sources or from such sources to the Regional Water System through interties with the Santa Clara Valley Water District and the East Bay Municipal Utility District. In-Line Meters measure internal system flows and are located on the Bay Division Pipelines and other main transmission pipelines. These meters are collectively referred to as the "System Input and In-line Meters." Similar to the County-Line Meters, the System Input and In-Line Meters have secondary metering equipment, such as differential pressure transmitters and flow recorders. The System Input and In-Line Meters, and all associated secondary metering equipment, shall be calibrated and maintained according to the method, schedule, and frequency specified in the Procedures Manual described in subsection G, below.

F. The locations of the smaller and more numerous meters described in subsection B (4) and (5) are not illustrated in Attachment J; however, they are also critical in the determination of cost allocations, and accordingly require continued maintenance and calibration. It is the responsibility of the SFPUC to maintain the accuracy of these meters and their secondary metering equipment.

G. The SFPUC will prepare a Procedures Manual which will describe in detail the procedures for periodic inspection, testing, servicing and calibration of the measuring and recording equipment described in subsection B. Once the Procedures Manual is completed, the SFPUC and BAWSCA may agree that it should supersede some or all of the requirements in Attachment J regarding the County-Line and the In-City Terminal Reservoir Meters. Unless and until such an agreement is reached and documented, however, the requirements in Attachment J, Section D will continue in force as minimum standards for meter maintenance and calibration of the County-Line and In-City Terminal Reservoir Meters (subject to modification under the circumstances described in Attachment J, Section A.4).

H. If BAWSCA and the SFPUC are unable to agree on the water use calculations required by Attachment J for a particular year, the Wholesale Customers may file a demand for arbitration challenging the SFPUC's determination of the Wholesale Revenue Requirement for that year on the basis of its reliance on disputed water use calculations. Such a challenge must be brought in the manner and within the time specified in Section 8.01.

3.15. New Sources of Water Supply to Maintain Supply Assurance

A. **Urgent Reductions of Existing Surface Water Supplies**. Sudden and unanticipated events may require San Francisco to act promptly to protect the health, safety and economic well-being of its Retail and Wholesale Customers. Such sudden events include, but are not limited to drought, earthquakes, terrorist acts, catastrophic failures of facilities owned and operated by San Francisco, and other natural or man-made events. If such events diminish San Francisco's ability to maintain the Supply Assurance, San Francisco may increase the Wholesale Revenue Requirement to pay for planning, evaluation and implementation of replacement sources of supply when such needs arise and without the prior approval of the Wholesale Customers. San Francisco will keep the Wholesale Customers informed of actions being taken under this subsection, progress made, and contingency actions the Wholesale Customers may need to consider taking. To the extent appropriate and applicable, San Francisco will act in accordance with Section 3.11 and the ERRP. Nothing in this subsection limits San Francisco's obligations under Section 3.11 to pursue additional sources of supply to augment supplies available during drought.

B. **Non-Urgent Reductions of Existing Surface Water Supplies**. Climate change, regulatory actions and other events may impact San Francisco's ability to maintain the Supply Assurance from its existing surface water supplies, but on timescales long enough to permit San Francisco to collaborate with its Wholesale Customers on how best to address possible impacts to water supply. If such events diminish San Francisco's ability to maintain the Supply Assurance, San Francisco may increase the Wholesale Revenue Requirement to pay for planning, evaluation and implementation of replacement sources of supply when such needs arise and without the prior approval of the Wholesale Customers. San Francisco will keep the Wholesale Customers informed of actions being taken under this subsection, progress made, and contingency actions the Wholesale Customers may need to consider taking. San Francisco will solicit input and recommendations from BAWSCA and the Wholesale Customers, and take those recommendations into consideration. Prior to Commission approval of plans or taking other actions that would impact the Wholesale Revenue Requirement, San Francisco will hold a public hearing to receive written and oral comments. Nothing in this subsection modifies San Francisco's obligation to maintain the ability to provide the Supply Assurance under this Agreement.

3.16. New Sources of Water Supply to Increase Supply Assurance

A. **Surface Water Supplies From Existing Watersheds After 2018**. The Commission action in SFPUC Resolution Number 08-0200, adopted October 30, 2008 requires certain decisions by San Francisco regarding whether to supply more than 265 MGD from its watersheds following 2018. Such decisions are to be made by December 31, 2018, subject to the exercise of San Francisco's retained CEQA discretion in Section 4.07. San Francisco's future decisions may include an offer to increase the Supply Assurance at the request of some or all of its Wholesale Customers. Costs associated with providing additional water from its existing water supplies in San Mateo, Santa Clara, Alameda, Tuolumne, and Stanislaus Counties shall be allocated to Wholesale and Retail Customers as described in Article 5.

B. **New Water Supplies**. If San Francisco seeks to develop additional water supplies from new sources to increase the Supply Assurance available to Wholesale Customers, studies and resulting water supply projects will be conducted jointly with BAWSCA under separate agreement(s) specifying the purpose of the projects, the anticipated regional benefits and how costs of studies and implementation will be allocated and charged. Nothing in this Agreement shall serve as precedent for the allocation of such new supply capital costs between Retail and Wholesale Customers or associated operational expenses, which shall only occur following approval of both parties and amendment of this Agreement, if necessary, under Section 2.03.

3.17. Westside Basin Groundwater Storage and Recovery Project

In August 2014, the SFPUC approved a WSIP project called the Groundwater Storage and Recovery Project ("Project"), which authorized the SFPUC to enter into an agreement governing the operation of the Project with the Participating Pumpers entitled "Agreement for Groundwater Storage and Recovery from the Southern Portion of the Westside Groundwater Basin by and among the San Francisco Public Utilities Commission, the City of Daly City, the City of San Bruno, and California Water Service Company" ("Project Operating Agreement"), which became effective on December 16, 2014. The Project produces Regional benefits for all customers of the Regional Water System by making use of available groundwater storage capacity in the Southern portion of the Westside Basin through the supply of additional surface water ("In Lieu Water") to the Participating Pumpers from the Regional Water System, in exchange for a corresponding reduction in groundwater pumping at existing wells owned by the Participating Pumpers. The new groundwater supply that accrues to storage as a result of

delivery of In Lieu Water will be recovered from the SFPUC Storage Account during water shortages using new Regional Project Facilities or Shared Facilities operated by the Participating Pumpers and the SFPUC. Project mitigation capital costs and annual Project operations and maintenance expenses and water supplies shall be allocated as follows:

A. All In Lieu Water delivered to the Participating Pumpers shall be (1) temporary and interruptible in nature and (2) at the sole discretion of the SFPUC based on the total volume of water available to the Regional Water System.

B. All In Lieu Water delivered to the Participating Pumpers shall be considered a delivery of water to storage and shall not be construed to affect or increase the Individual Supply Guarantees of these Wholesale Customers or to otherwise entitle them to any claim of water in excess of their Individual Supply Guarantees.

C. In the event that it is necessary to reduce the Participating Pumpers' aggregate designated quantity of groundwater production allocation pursuant to Section 4.7 of the Project Operating Agreement, the SFPUC may supply an annual maximum of up to 500 acre feet of Participating Pumper Replacement Water from the Regional Water System at a price comparable to the Participating Pumpers' then-current groundwater cost, as may be adjusted annually as provided for in Section 4.7 of the Project Operating Agreement. Each of the Participating Pumpers may elect to take delivery of its share of Participating Pumper Replacement Water either as interruptible surface water deliveries from the Regional Water System or as a transfer of storage credits from the SFPUC Storage Account. All revenue received from such water sales or transfers shall be considered revenue related to the sale of water and allocated between Retail Customers and Wholesale Customers on the basis of Proportional Water Use. All volumes of Participating Pumper Replacement Water delivered shall not be construed to affect or increase the Individual Supply Guarantees of these Wholesale Customers or to otherwise entitle them to any claim of water in excess of their Individual Supply Guarantees.

D. Any operation and maintenance expenses incurred by the Participating Pumpers and the SFPUC that are related to the operation of Project Facilities and Shared Facilities for Project purposes shall be included as Regional pumping expenses under Section 5.05.B of this Agreement and included as part of the Wholesale Revenue Requirement. For rate setting purposes, estimated Project operation and maintenance expenses shall be used as set forth in

Section 6.01 of this Agreement. Operation and maintenance expenses associated with the Participating Pumpers' Existing Facilities that do not provide Regional benefits shall not be included in the Wholesale Revenue Requirement. On a case-by-case basis, the SFPUC may include operation and maintenance expenses associated operation of the Participating Pumpers' Existing Facilities in the Wholesale Revenue Requirement provided that such expenses (1) are solely attributable to Project operations for a Regional benefit and (2) are not caused by the Participating Pumper's failure to operate and maintain its existing wells in a reasonable and prudent manner consistent with water utility industry standards. The SFPUC shall provide the Wholesale Customers with copies of Project Operation and Maintenance Expenses documentation provided by the Participating Pumpers under Section 9.2 of the Project Operating Agreement.

E. The Project Mitigation, Monitoring and Reporting Program ("MMRP") adopted by the SFPUC included mitigation measure HY-6 to prevent well interference impacts to the Irrigation Well Owners. In mitigation measure HY-6, the SFPUC agreed to provide standby supplies of Irrigation Well Owner Replacement Water from the Regional Water System, to alter Project operations, and implement other actions (e.g., well replacement) to avoid well interference impacts that require the consent of the Irrigation Well Owners. The SFPUC's Project mitigation and other obligations to the Irrigation Well Owners are memorialized in substantially identical "Groundwater Well Monitoring and Mitigation Agreements" with one or more of the Irrigation Well Owners. For purposes of this Agreement, water supplies, and the capital costs and operations and maintenance expenses associated with providing Irrigation Well Owner Replacement Water and implementing other mitigation actions identified in the Project MMRP, shall be allocated as follows:

1. Irrigation Well Owner Replacement Water shall be limited to a cumulative maximum of 1.76 mgd and shall be delivered only in volumes necessary for mitigating well interference impacts as provided in the Project MMRP. The supply of Irrigation Well Owner Replacement Water by the SFPUC shall not be considered a new water supply commitment to Retail Customers or Wholesale Customers under Section 3.13 of this Agreement. The annual volume of Irrigation Well Owner Replacement Water supplied shall be metered and allocated as water from the Regional Water System during shortages between Retail Customers and Wholesale Customers in proportion to and consistent with the provisions of the Shortage Allocation Plan. All revenue received from Irrigation Well Owners for metered deliveries of Irrigation Well Owner Replacement Water shall be considered revenue related to the sale of

water and allocated between Retail Customers and Wholesale Customers on the basis of Proportional Water Use.

2. All Project capital costs incurred by the SFPUC in complying with the mitigation measures in the Project MMRP shall be considered Regional capital costs under Section 5.04 of this Agreement.

3. Operations and maintenance expenses incurred by the SFPUC in maintaining Project mitigation assets described in the Project MMRP shall be considered Regional transmission and distribution expenses under Section 5.05.D of this Agreement. Well pumping expenses that are required to be paid by the SFPUC in the agreements with the Irrigation Well Owners shall be considered Regional pumping expenses under Section 5.05.B of this Agreement.

4. Any wheeling charges imposed by California Water Service Company for delivery of Irrigation Well Owner Replacement Water shall be considered Regional transmission and distribution expenses under Section 5.05.D of this Agreement.

F. F. The SFPUC will audit (1) operation and maintenance expenses submitted by the Participating Pumpers, and (2) well pumping expenses submitted by the Irrigation Well Owners, for reimbursement to confirm that such costs were incurred, respectively, as a result of (1) operating Project Facilities and Shared Facilities for a Regional benefit and (2) complying with mitigation obligations in the Project MMRP. Costs associated with the use of Project Facilities or Shared Facilities for Direct Retail or Direct Wholesale purposes, or that do not otherwise provide Regional benefits, shall not be included in the Wholesale Revenue Requirement. The SFPUC is responsible for resolving disputes with the Participating Pumpers and Irrigation Well Owners concerning expense allocations. Project expense documentation, including documentation of negotiation and settlement of disputed costs, will be available for review during the Compliance Audit described in Section 7.04 of this Agreement. The Wholesale Customers may dispute the SFPUC's resolution of expense allocations through the arbitration provisions in Section 8.01 of this Agreement.

G. The SFPUC may direct the Participating Pumpers to recover water from the SFPUC Storage Account for any type of shortage referenced in Section 3.11 of this Agreement. Water recovered from the SFPUC Storage Account using Project Facilities and Shared Facilities may be used for (1) the benefit of all Regional Water System customers; (2) Retail Customers; or (3) one or more of the Participating Pumpers. The Wholesale Revenue Requirement shall

only include operation and maintenance expenses incurred due to the operation of Project Facilities and Shared Facilities for Regional benefits, including expenses incurred due to compliance with mitigation measures in the Project MMRP.

H. All water recovered during shortages caused by drought from the SFPUC Storage Account for Regional benefit, by the Participating Pumpers and by the SFPUC for delivery to Retail and Wholesale Customers, shall be used to free up a comparable volume of surface water from the Regional Water System for allocation in accordance with the Tier 1 Shortage Plan.

I. If the Project is terminated for any reason, including breach of the Project Operating Agreement by one or more of the Participating Pumpers or the SFPUC, a force majeure event as specifically defined by the Project Operating Agreement, or due to regulatory action or legal action, then:

1. Any water remaining in the SFPUC Storage Account shall be used for the benefit of all customers of the Regional Water System;

2. Outstanding eligible operation and maintenance expenses, including costs incurred during recovery of remaining stored water, will be allocated as provided in this Section 3.17 of this Agreement; and

3. If Project Facilities are no longer capable of being used for a Regional benefit, the Wholesale Customers will be credited with their share of proceeds from disposition of Project Facilities or reimbursed their share of such capital costs for any Project Facilities which are retained by the SFPUC for Direct Retail benefit and not used for the benefit of the Wholesale Customers, on the basis of (a) original cost less depreciation and outstanding related Indebtedness or (b) original cost less accumulated depreciation for revenue funded Project Facilities.

J. In the event that a Participating Pumper establishes the occurrence of a force majeure event as defined in the Project Operating Agreement, the SFPUC may enter into negotiations with the Participating Pumper to take over the operation of the portion of any Shared Facilities used for Project purposes for continued Regional use. If the SFPUC cannot reach agreement regarding the continued use of Shared Facilities for ongoing Regional benefit, the Participating Pumper shall reimburse the SFPUC and the Wholesale Customers for their respective shares of previously incurred Project capital costs used to upgrade the Shared

Facilities on the basis of (a) original cost less depreciation and outstanding related Indebtedness or (b) original cost less accumulated depreciation for revenue funded Shared Facilities. In the event that the SFPUC seeks to take over the operation of Shared Facilities for Direct Retail use, or one or more Wholesale Customers seeks to negotiate with a Participating Pumper to take over the operation of Shared Facilities for individual use or Direct Wholesale use, the party or parties benefiting from such transfer of Shared Facilities shall reimburse the other parties to this Agreement with their respective shares of previously incurred Project capital costs on the basis described in the previous sentence, or as the parties may otherwise agree.

3.18. <u>Water Supply Agreement Amendment Required.</u>

San Francisco may not change the existing condition of the Hetch Hetchy Reservoir by:

1. Abandoning or decommissioning O'Shaughnessy Dam; or
2. Draining Hetch Hetchy Reservoir, except for purposes of (i) repair, rehabilitation, maintenance, improvement, or reconstruction of O'Shaughnessy Dam or appurtenances, (ii) supplying water to the Bay Area during drought, or (iii) meeting water release requirements under the Raker Act, or federal or state law,

unless the parties enter into an amendment to the Water Supply Agreement, in full force and effect, adopted in accordance with Section 2.03.

The amendment shall state, or restate, as the case may be:

A. The level of service goals for seismic reliability and delivery reliability adopted by the Commission in conjunction with such proposed changes to the Regional Water System, provided such goals are at least as protective of the Wholesale Customers as the Level of Service Goals and Objectives;

B. The level of water quality to be delivered, which is currently provided for in Section 3.08, and

C. The specific cost allocation procedures, written as an amendment to Article 5, which apply to (1) the abandonment or decommissioning of O'Shaughnessy Dam, or (2) the draining of Hetch Hetchy Reservoir, and (3) the development, operation and maintenance of New Regional Assets

that may be required to replace water supplied by Hetch Hetchy Reservoir and delivered to the Bay Area.

In the event that the parties are not able to agree upon and approve an amendment to the Water Supply Agreement as set forth above, San Francisco may not abandon or decommission O'Shaughnessy Dam or drain Hetch Hetchy Reservoir.

Article 4. Implementation of Interim Supply Limitation.

4.01. Interim Supply Limitation Imposed by SFPUC

In adopting the WSIP in Res. No. 08-0200, the Commission included full implementation of all proposed WSIP capital improvement projects to achieve Level of Service Goals and Objectives relating to public health, seismic safety, and delivery reliability, but decided to adopt a water supply element that includes the Interim Supply Limitation. This article describes how the parties will implement the Interim Supply Limitation imposed by the SFPUC between the Effective Date and December 31, 2018, and how the SFPUC will conduct water supply planning after December 31, 2018.

4.02. Retail and Wholesale Customer Allocations Under Interim Supply Limitation

The Interim Supply Limitation is allocated as follows between Retail and Wholesale Customers:

Retail Customers' allocation: 81 MGD

Wholesale Customers' allocation: 184 MGD

The Wholesale Customers' collective allocation of 184 MGD under the Interim Supply Limitation includes the demand of the cities of San Jose and Santa Clara, whose demand is not included in the Supply Assurance, as provided in Section 3.02.B. By December 31st, 2010, the Commission will establish each Wholesale Customer's Interim Supply Allocation at a public meeting.

4.03. Transfers of Interim Supply Allocations

A. Any Wholesale Customer, including Hayward, may transfer a portion of its Interim Supply Allocation to one or more other Wholesale Customers, as provided in this section. All Wholesale Customers are also eligible transferees, including California Water Service Company up to its Individual Supply Guarantee.

B. Transfers of a portion of an Interim Supply Allocation must be prospective. The duration of a transfer cannot be less than the balance of the fiscal year. The minimum quantity that may be transferred is 1/10th of a MGD.

C. Transfers of portions of Interim Supply Allocations are subject to approval by the SFPUC. SFPUC review is limited to determining (1) whether a proposed transfer complies with

the Act, and (2) whether the affected facilities in the Regional Water System have sufficient capacity to accommodate delivery of the increased amount of water to the proposed transferee.

D. The participants in a proposed transfer shall provide notice to the SFPUC specifying the amount of the Interim Supply Allocation proposed to be transferred and the proposed effective date of the transfer, which shall not be less than 60 days after the notice is submitted to the SFPUC. The SFPUC may require additional information reasonably necessary to evaluate the operational impacts of the transfer. The SFPUC will not unreasonably withhold or delay its approval; if the SFPUC does not act on the notice within 60 days, the transfer will be deemed to have been approved.

E. Within 30 days after the transfer has become effective, both the transferor and the transferee will provide written notice to the SFPUC and BAWSCA.

F. Transfers of Interim Supply Allocations shall continue in effect until the earlier of (1) delivery of written notice to the SFPUC by the transfer participants that the transfer has been rescinded or (2) December 31, 2018.

4.04. <u>Environmental Enhancement Surcharge</u>

A. **<u>Establishment of Environmental Enhancement Surcharge</u>**. Beginning with wholesale water rates for fiscal year 2011-2012, and continuing for the duration of the Interim Supply Limitation, the Commission will establish the Environmental Enhancement Surcharge concurrently with the budget-coordinated rate process set forth in Article 6 of this Agreement. The monetary amount of the Environmental Enhancement Surcharge per volume of water, such as dollars per acre-foot, will be equivalent for Retail Customer use in excess of 81 MGD and Wholesale Customer use in excess of 184 MGD. The Environmental Enhancement Surcharge will be simple to calculate so that Wholesale Customers can estimate potential surcharges for budgeting purposes and establish retail rates within their service areas.

B. **<u>Application of Environmental Enhancement Surcharge</u>**. Beginning in fiscal year 2011-12, the Environmental Enhancement Surcharge will be levied only if and when combined Retail Customer and Wholesale Customer purchases exceed the Interim Supply Limitation of 265 MGD and if the fund described in subsection D below has been established by the San Francisco Board of Supervisors. In that event, the Environmental Enhancement Surcharge will apply to Retail Customers for use in excess of 81 MGD and to individual

Wholesale Customers for use in excess of their Interim Supply Allocations established by the Commission pursuant to Section 4.02.

1. Environmental Enhancement Surcharges related to the Retail Customers' use in excess of their 81 MGD Retail Customer Allocation will be paid by the SFPUC, and no portion of such surcharges may be allocated to Wholesale Customers. The method of recovering the Environmental Enhancement Surcharges imposed upon Retail Customers shall be within the sole discretion of the SFPUC.

2. Environmental Enhancement Surcharges related to the individual Wholesale Customers' use in excess of their respective Interim Supply Allocations will be paid to the SFPUC by individual Wholesale Customers.

C. **Collection of Environmental Enhancement Surcharge**. Notwithstanding the budget-coordinated rate setting process contemplated in Article 6 of this Agreement, the Environmental Enhancement Surcharge for any given year will be determined retrospectively based on actual annual usage during the fiscal year in excess of the Interim Supply Allocation and paid in equal monthly installments over the remainder of the immediately following fiscal year.

D. **Establishment of Fund for Environmental Enhancement Surcharge Proceeds**. Environmental Enhancement Surcharges paid by the SFPUC and by Wholesale Customers will be placed into a restricted reserve fund. The SFPUC will request the San Francisco Board of Supervisors to establish this fund by ordinance and, if adopted, the fund will be subject to the following restrictions:

1. Interest earnings will stay in the reserve fund.
2. The reserve fund shall (a) be subject to automatic appropriation; (b) require unexpended and unencumbered fund balances to be carried forward from year to year; and (c) not be transferred to the San Francisco General Fund.
3. The reserve fund may be used only for specific environmental restoration and enhancement measures for the Sierra and local watersheds, such as those included in the Watershed Environmental Improvement Program.
4. Environmental Enhancement Surcharge proceeds shall be expended in an expeditious manner. Any Environmental Enhancement Surcharge

proceeds that remain in the reserve fund as of December 31, 2018 shall be used to complete projects previously approved under subsection E. Upon completion of the identified projects, the balance of any unexpended sums in the reserve fund shall be distributed to BAWSCA and the SFPUC in proportion to the total amount of surcharges assessed to the Wholesale and Retail Customers, respectively.

E. **Use of Environmental Enhancement Surcharge Proceeds**. Specific uses of Environmental Enhancement Surcharges will be decided by the SFPUC and BAWSCA General Managers following input from environmental stakeholders and other interested members of the public. If parties are unable to agree, then they will jointly select a third person to participate in making the decision.

4.05. San Jose/ Santa Clara Interim Supply Allocation and Process for Reduction/ Termination.

San Francisco will supply a combined annual average of 9 MGD to the cities of San Jose and Santa Clara through 2028. Water supplied by San Francisco may only be used in the defined service areas of San Jose and Santa Clara shown on Attachment Q-1 and Q-2, respectively. San Francisco may reduce the quantity of water specified in this section when it establishes the Interim Supply Allocations for Wholesale Customers in Section 4.02. The establishment of Interim Supply Allocations for San Jose and Santa Clara shall not be considered a reduction of supply within the meaning of this section, provided that the Interim Supply Allocations assigned to San Jose and Santa Clara do not effect a reduction greater than the aggregate average reduction in Individual Supply Guarantees for Wholesale Customers that have such guarantees. The application of Interim Supply Allocations to San Jose and Santa Clara, and water supply planning after December 31, 2018, are subject to the following provisions:

A. In December 2010 and in each December thereafter through 2027, the SFPUC shall prepare and the Commission shall consider, at a regularly scheduled public meeting, a Water Supply Development Report detailing progress made toward (1) meeting the Interim Supply Limitation by June 30, 2018 and (2) developing additional water supplies that will allow the Commission to designate San Jose and Santa Clara as permanent Wholesale Customers of the Regional Water System with a combined Individual Supply Guarantee of up to 9 MGD by the end of the Term on June 30, 2034.

B. The annual Water Supply Development Report shall be based on water purchase projections and work plans prepared by the SFPUC for the Retail Customers and by BAWSCA for the Wholesale Customers, respectively, and submitted to the Commission in June of each year beginning in 2010.

C. If the Commission finds that the projections in the Water Supply Development Report show that (1) the Interim Supply Limitation will not be met by June 30, 2018, as a result of Wholesale Customers' projected use exceeding 184 MGD, or (2) the purchases of the Wholesale Customers, including San Jose and Santa Clara, are projected to exceed 184 MGD before June 30, 2028, the Commission may issue a conditional ten year notice of interruption or reduction in supply of water to San Jose and Santa Clara.

D. Upon issuance of the conditional notice of interruption or reduction, the SFPUC will prepare a new analysis of water supply that will be utilized by the San Francisco Planning Department in its preparation of any necessary documentation under CEQA pursuant to Section 4.07 on the impacts of interrupting or reducing service to San Jose and Santa Clara.

E. Such notice of interruption or reduction will be rescinded if the Commission finds, based upon a subsequent annual Water Supply Development Report, that (1) sufficient progress has been made toward meeting the Interim Supply Limitation, or (2) projections show that the projected purchases of the Wholesale Customers, including San Jose and Santa Clara, will not exceed 184 MGD by June 30, 2028.

F. In no case shall any interruption or reduction of service to San Jose or Santa Clara pursuant to this section become effective less than two years from the completion of the CEQA process (not including resolution of any appeals or litigation) or ten years from the notice, whichever is longer. If the ten year notice is issued after 2018, such interruption or reduction would be effective after 2028.

G. If deliveries to San Jose and Santa Clara are interrupted, existing turnout facilities to San Jose and Santa Clara will remain in place for possible use during emergencies.

H. San Francisco and the cities of San Jose and Santa Clara will cooperate with BAWSCA and the Santa Clara Valley Water District in the identification and implementation of additional water sources and conservation measures for the cities' service areas that are

relevant to the water supply and the possible offer of permanent status for the two cities by the SFPUC.

4.06. <u>San Francisco Decisions in 2028 Regarding Future Water Supply</u>

A. By December 31, 2028, San Francisco will have completed any necessary CEQA review pursuant to Section 4.07 that is relevant to making San Jose and Santa Clara permanent customers of the Regional Water System and will decide whether or not to make San Jose and Santa Clara permanent customers of the Regional Water System with a combined Individual Supply Guarantee of 9 MGD allocated equally between the two cities, as well as how much water in excess of 9 MGD it will supply to San Jose and Santa Clara. San Francisco will make San Jose and Santa Clara permanent customers only if, and to the extent that, San Francisco determines that Regional Water System long term water supplies are available. In the event that San Francisco decides to afford permanent status to San Jose and Santa Clara, this Agreement will be amended pursuant to Section 2.03.

B. By December 31, 2028, San Francisco will have completed any necessary CEQA review pursuant to Section 4.07 and will decide how much water, if any, in excess of the Supply Assurance it will supply to Wholesale Customers from the Regional Water System to meet their projected future water demands until the year 2040, and whether to offer a corresponding increase in the Supply Assurance as a result of these determinations.

4.07. <u>Retained Discretion of SFPUC and Wholesale Customers</u>

A. This Agreement contemplates discretionary actions that the SFPUC and the Wholesale Customers may choose to take in the future that could result in physical changes to the environment ("Discretionary Actions"). The Discretionary Actions include decisions to:

1. Develop additional or alternate water resources by the SFPUC or one or more Wholesale Customers;
2. Implement the physical facilities comprising the WSIP by December 30, 2021;
3. Approve wheeling proposals by Wholesale Customers;
4. Approve new wholesale customers and water exchange or cost sharing agreements with other water suppliers;
5. Provide additional water to San Jose and/or Santa Clara;
6. Offer permanent status to San Jose and/or Santa Clara;

7. Reduce or terminate supply to San Jose and/or Santa Clara;
8. Provide additional water to Wholesale Customers in excess of the Supply Assurance to meet their projected future water demands;
9. Offer a corresponding volumetric increase in the Supply Assurance; and
10. Implement the Hetch Hetchy Water and Power projects listed in Attachment R-2.

The Discretionary Actions may require the SFPUC or Wholesale Customers to prepare environmental documents in accordance with CEQA prior to the SFPUC or the Wholesale Customers determining whether to proceed with any of the Discretionary Actions. Accordingly, and notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement commits the SFPUC or the Wholesale Customers to approve or carry out any Discretionary Actions that are subject to CEQA. Furthermore, the SFPUC's or Wholesale Customers' decisions to approve any of these Discretionary Actions are subject to the requirement that San Francisco and each Wholesale Customer, as either a "Lead Agency" (as defined in Section 21067 of CEQA and Section 15367 of the CEQA Guidelines) or a "Responsible Agency" (as defined in Section 21069 of CEQA and Section 15381 of the CEQA Guidelines) shall have completed any CEQA-required environmental review prior to approving a proposed Discretionary Action.

B. In considering any proposed Discretionary Actions, the SFPUC and Wholesale Customers retain absolute discretion to: (1) make such modifications to any of the proposed Discretionary Actions as may be necessary to mitigate significant environmental impacts; (2) select feasible alternatives to the proposed Discretionary Actions that avoid significant adverse impacts; (3) require the implementation of specific measures to mitigate the significant adverse environmental impacts as part of the decision to approve the Discretionary Actions; (4) balance the benefits of the proposed Discretionary Actions against any significant environmental impacts before taking final actions to approve the proposed Discretionary Actions if such significant impacts cannot otherwise be avoided; or (5) determine not to proceed with the proposed Discretionary Actions.

Article 5. Wholesale Revenue Requirement

5.01. Scope of Agreement

This Article shall be applicable only to the water rates charged by San Francisco to the Wholesale Customers. Nothing contained in this Agreement shall limit, constrain, or in any way affect the rates which San Francisco may charge for water sold to Retail Customers or the methodology by which such rates are determined.

5.02. General Principles

This Article sets forth the method by which the Wholesale Customers' collective share of expenses incurred by the SFPUC in delivering water to them will be determined. This collective share is defined as the "Wholesale Revenue Requirement."

A. The SFPUC currently operates several enterprises, including the Water Enterprise, the Wastewater Enterprise, and the Hetch Hetchy Enterprise.

B. The Wastewater Enterprise is responsible for treating sewage within San Francisco and provides no benefit to the Wholesale Customers.

C. The Hetch Hetchy Enterprise is responsible for storing and transmitting water to the Water Enterprise, generating hydroelectric power and transmitting it to San Francisco, generating electric power within San Francisco, and distributing electricity and steam heat within San Francisco. Its water supply operations provide benefits to the Wholesale Customers.

D. The Water Enterprise delivers water to both Retail Customers, which are located both within and outside San Francisco, and to the Wholesale Customers, all of which are located outside San Francisco.

E. This Article implements two general principles as follows: (1) the Wholesale Customers should not pay for expenses of SFPUC operations from which they receive no benefit and (2) the Wholesale Customers should pay their share of expenses incurred by the SFPUC in delivering water to them on the basis of Proportional Annual Use unless otherwise explicitly provided in this Agreement.

F. To implement these general principles, the Wholesale Revenue Requirement will consist of, and be limited to, the Wholesale Customers' shares of the following categories of expense:

1. Capital cost recovery of Water Enterprise Existing Assets, and Hetch Hetchy Enterprise Existing Assets classified as Water-Only and the Water-Related portion of Joint assets (Section 5.03)

2. Contribution to the capital cost of Water Enterprise New Regional Assets (Section 5.04)

3. Water Enterprise operation and maintenance expenses, including power purchased from the Hetch Hetchy Enterprise that is used in the operation of the Water Enterprise (Section 5.05)

4. Water Enterprise administrative and general expenses (Section 5.06)

5. Water Enterprise property taxes (Section 5.07)

6. The Water Enterprise's share of the Hetch Hetchy Enterprise's operation and maintenance, administrative and general, and property tax expenses (Section 5.08)

7. The Water Enterprise's share of the Hetch Hetchy Enterprise's capital cost of New Assets classified as Water-Only and the Water-Related portion of Joint assets (Section 5.09)

In each of these cost categories, Direct Retail Expenses will be allocated entirely to Retail Customers. Direct Wholesale Expenses will be allocated entirely to the Wholesale Customers. Regional Expenses will be allocated between Retail Customers and Wholesale Customers as provided in this Article.

G. For purposes of establishing the rates to be charged Wholesale Customers, expenses will be based on the budget for, and estimates of water purchases in, the following fiscal year, as provided in Article 6. For purposes of accounting, the Wholesale Revenue Requirement will be determined on the basis of actual expenses incurred and actual water use, as provided in Article 7.

H. In addition, rates charged to Wholesale Customers may include the Wholesale Customers' contribution to a Wholesale Revenue Coverage Reserve, as provided in Section 6.06, which is not included in the Wholesale Revenue Requirement itself.

5.03. <u>Capital Cost Recovery - Existing Regional Assets</u>

A. SFPUC has previously advanced funds to acquire or construct Existing Assets used and useful in the delivery of water to both Wholesale Customers and Retail Customers. The parties estimate that the Wholesale Customers' share of the net book value of these assets, as of the expiration of the 1984 Agreement on June 30, 2009, will be approximately $366,734,424, as shown on Attachment K-1.

B. In addition, SFPUC has also previously advanced funds received from Retail Customer revenues to acquire or construct assets included in Construction-Work-In-Progress (CWIP) as of June 30, 2009. The parties estimate that the Wholesale Customers' share of the book value of these revenue funded capital expenditures, as of the expiration of the 1984 Agreement on June 30, 2009, will be approximately $15,594,990, as shown on Attachment K-2. The Wholesale Customers shall pay their share of the cost of Existing Assets and revenue-funded CWIP by amortizing the amounts shown on Attachment K-1 and Attachment K-2 over 25 years at an interest rate of 5.13 percent. The amounts to be included in the Wholesale Revenue Requirement pursuant to this section shall be the sum of the annual principal and interest amounts shown on Attachments K-3 (for Water Enterprise Regional Assets and the one Direct Wholesale Asset) and K-4 (for Hetch Hetchy Enterprise Water-Only Assets and the Water-Related portion [45 percent] of Joint assets) calculated on the basis of monthly amortization of principal as set forth on Attachments K-3 and K-4.

C. In addition, the Commission has previously appropriated funds, advanced through rates charged to Retail Customers, for construction of capital projects. Some of these projects are active, and have unexpended balances of appropriated funds that are not included in CWIP as of June 30, 2009. These projects, and the associated balances, are shown on Attachment K-5. Expenditures of funds from these balances during FY 2009-10, FY 2010-11 and FY 2011-12 will be reviewed in FY 2012-13. The SFPUC will prepare a report showing the amount expended in each year on each project and the total expended during all years on all projects that are categorized as Regional or, in the case of Hetch Hetchy Enterprise, are categorized as either Water-Only or Joint. The wholesale share of that total will be determined using the allocation principles in this Agreement based on Proportional Water Use during those three years. The result, plus accrued interest at the rate specified in Section 6.05.B, will be calculated by the SFPUC and its calculation reviewed by the Compliance Auditor as part of the Compliance Audit for FY 2012-13. The audited total will be paid based on a schedule of level

annual principal and interest amounts over ten years at an interest rate of 4.00%, calculated on a monthly amortization basis. All or any portion of the balance may be prepaid. The first year's payment will be included in the Wholesale Revenue Requirement for FY 2014-15.

D. The parties agree that the Wholesale Customers' share of the net book values of Existing Regional Assets as of June 30, 2008 as shown on Attachment K-1 are accurate. The compliance audit conducted on the calculation of the FY 2008-09 Suburban Revenue Requirement required by the 1984 Agreement will determine the actual amounts of depreciation on, and capital additions to, plant in service during that fiscal year. Those amounts will be compared to the corresponding estimates shown on Attachments K-1 and K-2. The differences will be added to or subtracted from the estimated asset values shown on Attachments K-1 and K-2 and the amortization schedules in Attachments K-3 and K-4 will be recalculated. The wholesale allocation factors shall be fixed at 70.1% for the Water Enterprise Existing Assets and 64.2% for Hetch Hetchy Enterprise Existing Assets for both the preliminary and final payment schedules. The SFPUC will prepare and provide to the Wholesale Customers revised Attachments K-1 through K-4 based on the Wholesale Customers' share of the net book value of the assets placed in service as of June 30, 2009 used to provide water service to the Wholesale Customers and the net book value of revenue-funded CWIP expended as of June 30, 2009. The revised Attachments K-1 through K-4 shall be approved by the General Manager of the SFPUC and the General Manager/CEO of BAWSCA and will be substituted for the original Attachments K-1 through K-4.

E. The original Attachments K-1 through K-4, based on estimates, shall be used for estimating the Wholesale Revenue Requirement for the fiscal year beginning July 1, 2009. The revised Attachments, based on audited actuals, shall be used to determine the actual Wholesale Revenue Requirement for FY 2009-10 and to determine the Wholesale Revenue Requirement(s) in all subsequent years, except as may be provided elsewhere in this Agreement.

F. The Wholesale Customers, acting through BAWSCA, may prepay the remaining unpaid Existing Assets principal balance, in whole or in part, at any time without penalty or early payment premium. Any prepayments will be applied in the month immediately following the month in which the prepayment is made and the revised monthly amount(s) will be used to calculate the Wholesale Revenue Requirement. Any partial prepayments must be in an amount at least equal to $10 million. In the event of a partial prepayment, an updated schedule for the

remaining payments shall be prepared reflecting the unpaid balance after prepayment, amortized through the end of FY 2034, calculated as provided in this section. The updated schedule, approved by the General Manager of the SFPUC and the General Manager/CEO of BAWSCA, will be substituted for Attachment K-3 and/or Attachment K-4.

5.04. Capital Cost Contribution - New Regional Assets

A. **Debt-Funded Capital Additions**. The Wholesale Customers shall pay the wholesale share of Net Annual Debt Service for New Regional Assets. The Regional projects in the WSIP are identified in Attachment L-1.

1. The amount of Net Annual Debt Service for New Regional Assets will be determined for each series of Indebtedness issued. Until the proceeds of a particular series are Substantially Expended, the amount attributable to specific projects will be based on the expected use of proceeds shown in the "Certificate Regarding Use of Proceeds" executed by the SFPUC General Manager on behalf of the Commission in connection with the sale of the Indebtedness, provided such certificate identifies the use of proceeds at a level of detail equivalent to that shown on Attachment L-2, which is a copy of the certificate prepared for the 2006 Revenue Bonds, Series A. If a certificate does not identify the use of proceeds at that level of detail, the SFPUC General Manager shall prepare and execute a separate certificate which does identify the use of proceeds at the level of detail shown on Attachment L-2 and deliver it to BAWSCA within 15 days from the closing of the sale of the Indebtedness.

2. After the proceeds of a series are Substantially Expended, the SFPUC General Manager will prepare and execute a certificate showing the actual expenditure of proceeds at a level of detail equivalent to the initial General Manager certificate. The resulting allocation of Net Debt Service to New Regional Assets for a series of bonds will be used in the fiscal year in which the proceeds have been Substantially Expended and thereafter. Differences between the amount of Net Debt Service paid by Wholesale Customers prior to that year and the amount of Net Debt Service that they should have paid during that time based on the actual expenditure of proceeds will be taken into account in calculation of the balancing account for the fiscal year in which the proceeds were Substantially Expended. The application of the remaining proceeds shall be proportionate to the allocation of the Net Debt Service to New Regional Assets.

3. The Wholesale Customers' share of Net Annual Debt Service for the New Regional Assets that are categorized as Direct Wholesale will be 100 percent. (None of the

projects in the WSIP are categorized as Direct Wholesale.) The Wholesale Customers' share of Net Annual Debt Service for all other New Regional Assets will be determined each year and will be equal to the Wholesale Customers' Proportional Annual Use.

4. If Indebtedness is issued by the SFPUC to refund the 2006 Revenue Bonds, Series A or to refund any other long-term Indebtedness issued after July 1, 2009, the Net Annual Debt Service attributable to proceeds used for refunding will be allocated on the same basis as the Indebtedness being refunded.

5. The SFPUC will prepare an annual report showing for each issue of Indebtedness and through the most recently completed fiscal year: (1) net financing proceeds available to pay project costs, (2) actual earnings on proceeds, (3) actual expenditures by project. The report shall be substantially in the form of Attachment L-3 and shall be delivered to BAWSCA on or before November 30 of each year, commencing November 2009.

6. In addition to Net Debt Service, Wholesale Customers will pay a proportionate share of annual administrative costs associated with Indebtedness, such as bond trustee fees, credit rating agency fees, letter of credit issuer fees, San Francisco Revenue Bond Oversight Committee fees, etc., but only to the extent such fees are neither paid from proceeds of Indebtedness nor included in SFPUC operation and maintenance or administrative and general expenses.

B. **Revenue-Funded Capital Additions**. The Wholesale Customers shall pay the wholesale share of the appropriation contained in the SFPUC annual budget for each year to be used to acquire or construct New Regional Assets. If such appropriations are reimbursed from proceeds of Indebtedness, the Wholesale Customers will be credited for prior payments made under this Section 5.04.B.

The Wholesale Customers' share of the annual appropriation for revenue-funded New Regional Assets that are categorized as Direct Wholesale will be 100 percent. (None of the Repair and Replacement projects in the SFPUC's most recent capital improvement program updated on February 10, 2009, is categorized as Direct Wholesale.) The Wholesale Customers' share of the annual appropriation for all other revenue-funded New Regional Assets will be determined each year and will be equal to the Wholesale Customers' Proportional Annual Use in each fiscal year. The amount appropriated in each fiscal year for the wholesale share of New Regional Assets shall be contributed to the Wholesale Capital Fund described in Section 6.08 and reported on and administered as shown in that section and Attachments M-1 through M-3.

5.05. Water Enterprise Operation and Maintenance Expenses

There are five categories of Water Enterprise Operation and Maintenance Expenses, described below:

A. **Source of Supply**

1. Description: This category consists of the costs of labor, supervision and engineering; materials and supplies; and other expenses incurred in the operation and maintenance of collecting and impounding reservoirs, dams, wells and other water supply facilities located outside San Francisco; watershed protection; water supply planning; and the purchase of water.

2. Allocation: Direct Retail expenses, including water supply planning for Retail operations (such as City Retail water conservation programs), will be assigned to the Retail Customers. Regional expenses will be allocated between Retail Customers and Wholesale Customers on the basis of Proportional Annual Use. Direct Wholesale expenses will be assigned to the Wholesale Customers. (As of the Effective Date there are no Direct Wholesale expenses in the Source of Supply category.)

B. **Pumping**

1. Description: This category consists of the costs of labor, supervision and engineering; materials and supplies; and other expenses incurred in the operation and maintenance of water pumping plants, ancillary structures and equipment and surrounding grounds; and fuel and power purchased for pumping water.

2. Allocation: Direct Retail expenses will be assigned to the Retail Customers. Regional expenses will be allocated between Retail Customers and Wholesale Customers on the basis of Proportional Annual Use. Direct Wholesale expenses will be assigned to the Wholesale Customers. (As of the Effective Date there are no Direct Wholesale expenses in the Pumping category.)

C. **Treatment**

1. Description: This category consists of the costs of labor, supervision and engineering; materials and supplies and other expenses incurred in the operation and maintenance of water treatment plants and drinking water quality sampling and testing. The cost of water quality testing will not include expenses incurred on behalf of the Wastewater

Enterprise. Any remaining costs, after adjusting for the Wastewater Enterprise, will be reduced by the amount of revenue received for laboratory analyses of any type performed for agencies, businesses and/or individuals other than the Water and Hetch Hetchy Enterprises.

2. Allocation: Direct Retail expenses will be assigned to the Retail Customers. Regional expenses will be allocated between Retail Customers and Wholesale Customers on the basis of Proportional Annual Use. Direct Wholesale expenses will be assigned to the Wholesale Customers. (As of the Effective Date there are no Direct Wholesale expenses in the Treatment category.)

D. **Transmission and Distribution**

1. Description: This category consists of the cost of labor, supervision and engineering; materials and supplies; and other expenses incurred in the operation and maintenance of transmission and distribution pipelines, appurtenances, meters (other than those expenses payable by individual Wholesale Customers pursuant to Section 5.10.C.3), distribution reservoirs storing treated water, craft shops and auto shops servicing vehicles used for operation and maintenance of the Regional Water System rather than for Direct Retail facilities, and miscellaneous facilities related to the transmission and distribution of water.

2. Allocation: Direct Retail Transmission and Distribution expenses will be assigned to the Retail Customers. Regional Transmission and Distribution expenses will be allocated between Retail and Wholesale Customers on the basis of Proportional Annual Use. Expenses incurred for the operation and maintenance of three terminal reservoirs, i.e., Sunset Reservoir (North and South Basins), University Mound Reservoir (North and South Basins), and Merced Manor Reservoir, as well as transmission pipelines delivering water to them, are classified as Regional expenses notwithstanding the location of the reservoirs within San Francisco. Direct Wholesale expenses will be assigned to the Wholesale Customers. (As of the Effective Date the only Direct Wholesale expenses in the Transmission and Distribution category are associated with the Palo Alto pipeline.)

E. **Customer Services**

1. Description: This category consists of labor; materials and supplies; and other expenses incurred for meter reading, customer record keeping, and billing and collection for the Water Enterprise.

2. Allocation: Customer Services expenses will be allocated among the Water Enterprise, the Wastewater Enterprise, and Hetch Hetchy Enterprise in proportion to the time spent by employees in Customer Services for each operating department/enterprise. The Water Enterprise's share of Customer Services expense will be allocated 98 percent to the Retail Customers and two percent to the Wholesale Customers, as illustrated on Attachment N-2, Schedule 1.

5.06. <u>Water Enterprise Administrative and General Expenses</u>

Administrative and General expenses consist of the Water Enterprise's share of the cost of general government distributed through the full-cost Countywide Cost Allocation Plan, the services of SFPUC support bureaus, Water Enterprise administrative and general expenses that cannot be directly assigned to a specific operating and maintenance category, and the cost of the Compliance Audit. These four subcategories, and the method by which costs in each are to be calculated and allocated, are as follows:

A. **<u>Countywide Cost Allocation Plan</u>**

1. Description: This subcategory consists of the Water Enterprise's share of the costs of San Francisco general government and other City central service departments which are not directly billed to the Water Enterprise or other operating departments. All San Francisco operating departments are assigned a prorated share of these costs through the full-cost Countywide Cost Allocation Plan (COWCAP) prepared annually by the San Francisco Controller.

2. Allocation: The Water Enterprise's assigned share of central government costs as shown in the annual full-cost COWCAP prepared by the San Francisco Controller, will be allocated between Retail Customers and Wholesale Customers on the basis of the composite percentage of the allocated expenses in the five categories of operation and maintenance expense described in Section 5.05. The composite wholesale percentage shown on Attachment N-2, Schedule 1 is 42.07 percent, derived by dividing the wholesale share of Operation and Maintenance expenses ($46,573,883) by total Operation and Maintenance expenses ($110,700,133).

B. **<u>Services of SFPUC Bureaus</u>**

1. Description: This subcategory consists of the support services provided to the Water Enterprise by the SFPUC Bureaus, which presently consist of the General

Manager's Office, Business Services, External Affairs, and Infrastructure Bureau. Business Services presently includes Financial Services, Information Technology Services, Human Resource Services, Fleet Management, and Customer Services.

2. Allocation: There are three steps involved in determining the Wholesale Customers' share of SFPUC Bureau costs.

a. Step One: Bureau expenses which have either been recovered separately or which provide no benefit to Wholesale Customers will be excluded. Examples of Bureau expenses recovered separately include (1) Customer Services expenses, which are recovered as provided in Section 5.05.E, and (2) Infrastructure expenses, which are assigned to individual projects and capitalized. An example of a Bureau expense that provides no benefit to Wholesale Customers is Information Technology Services expenses for support of the San Francisco Municipal Railway. In addition, the SFPUC will continue its practice of assigning City Attorney Office expenses charged to the General Manager's Office for projects or lawsuits that relate to only one enterprise directly to that enterprise. For example, costs related to a lawsuit involving the Wastewater Enterprise will not be assigned to the Water Enterprise.

b. Step Two: Bureau expenses adjusted as provided in Step One will be allocated among the Water Enterprise, the Wastewater Enterprise and the Hetch Hetchy Enterprise on the basis of the actual salaries of employees in each enterprise or department, as illustrated on Attachment N-2, Schedule 7.

c. Step Three: The amount allocated to the Water Enterprise through Step Two will be allocated between Retail Customers and Wholesale Customers on the basis of Proportional Annual Use.

C. **Water Enterprise Administrative and General**

1. Description: This category includes expenses incurred by the Water Enterprise that are not readily assignable to specific operating divisions. This category includes the following expenses:

a. Water Administration: This includes the costs of labor and other expenses of the administrative section of the Water Enterprise, supervision and engineering expenses, professional services, travel and training, equipment purchases, and materials and supplies not directly assignable to a specific operating unit.

b. Services Provided by Other City Departments: This includes charges of other San Francisco departments directly billed to the Water Enterprise

administration by other San Francisco departments for services ordered by the Water Enterprise, such as legal services, risk management, telecommunications, employee relations, purchasing, mail services, and workers compensation claims paid.

c. Litigation and Claims Paid: This includes charges incurred for attorney services and claims and judgments paid in litigation arising from the operation of the Water Enterprise.

2. Allocation: In each of these three subcategories, expenses that benefit only Retail Customers will be excluded. For example, the cost of claims and judgments resulting from a break in or leak from pipelines or reservoirs in the Retail Service Area (with the exception of the three terminal reservoirs and pipelines delivering water to them) will be assigned to the Retail Customers. Remaining Water Enterprise Administrative and General expenses will be allocated between Retail Customers and Wholesale Customers on the basis of the composite percentage of allocated operation and maintenance expense categories described in Section 5.05.

D. Compliance Audit. The cost of the Compliance Audit described in Section 7.04 will be assigned 50 percent to the Retail Customers and 50 percent to the Wholesale Customers.

5.07. <u>Water Enterprise Property Taxes</u>

A. Description: This category consists of property taxes levied against property owned by San Francisco located in Alameda, San Mateo and Santa Clara counties and used and managed by the SFPUC.

B. Allocation: All property taxes paid, net of (1) reimbursements received from lessees and permit holders, and (2) refunds from the taxing authority, are Regional expenses. Net property taxes will be allocated between Retail Customers and Wholesale Customers on the basis of Proportional Annual Use.

5.08. <u>Hetch Hetchy Enterprise Expenses</u>

A. **<u>Introduction</u>**. There are two steps involved in determining the amount of the Wholesale Customers' share of Hetch Hetchy Enterprise expenses.

1. The first step is to determine the Water Enterprise's share of Hetch Hetchy Enterprise operation expenses, maintenance expenses, administrative and general expenses, and property taxes.

2. The second step is to determine the Wholesale Customers' share of expenses allocable to the Water Enterprise.

B. **Determination of the Water-Related Portion of Hetch Hetchy Enterprise Expenses**

1. Operation and Maintenance Expenses: This category consists of the cost of labor, materials and supplies, and other expenses incurred in operating and maintaining Hetch Hetchy Enterprise physical facilities.

a. Description: Expenses associated exclusively with the production and distribution of hydroelectric power (e.g., generating plants and power transmission lines and towers, transformers and associated electric equipment, purchased power, wheeling charges, rental of power lines, etc.) are categorized as Power-Only and are allocated to power. Expenses associated exclusively with the operation and maintenance of facilities that serve only the water function (e.g., water transmission pipelines and aqueducts, activities related to compliance with federal and state drinking water quality laws, etc.) are categorized as Water-Only and are allocated entirely to water. Expenses associated with the operation and maintenance of facilities that serve both the water and power functions (e.g., dams, security programs, etc.) are categorized as Joint and are reallocated as 55 percent Power-Related and 45 percent Water-Related.

2. Administrative and General Expenses: There are three subcategories of Hetch Hetchy Enterprise Administrative and General expenses.

a. Full-Cost Countywide Cost Allocation Plan: This subcategory consists of the cost of San Francisco general government and other City central service departments which are not directly billed to operating departments but allocated through the full-cost Countywide Cost Allocation Plan described in Section 5.06.A. Costs in this subcategory are classified as Joint, and are reallocated as 55 percent Power-Related and 45 percent Water-Related.

b. SFPUC Bureau Costs: This subcategory consists of the expenses described in Section 5.06.B. One hundred percent of Customer Services expenses allocated to the Hetch Hetchy Enterprise are categorized as Power-Only. The remaining amount of Bureau

expenses allocated to the Hetch Hetchy Enterprise pursuant to Section 5.06.B will be reallocated between power and water in proportion to the salaries of Hetch Hetchy Enterprise employees assigned to each function as shown on Attachment N-2, Schedule 7.1.

c. Other Administrative and General: This subcategory includes payments to the United States required by the Act, labor, supervision and engineering and other costs not readily assignable to a specific operation or maintenance function or program. Costs related to power administration (such as long range planning and policy analysis for energy development, administration of power contracts, and administration of work orders to City departments for energy services) are Power-Only costs. Costs related to water administration (such as legal and professional services for the protection of the City's water rights) are Water-Only costs and will be assigned to the Water Enterprise. Costs related to both power administration and water administration (such as general administration, office rents, office materials and supplies, and services of other City departments benefitting to both power and water are Joint administrative and general costs and are reallocated as 55 percent Power-Related and 45 percent Water-Related.

3. Property Taxes. This category consists of property taxes levied against property owned by San Francisco in Tuolumne, Stanislaus, San Joaquin, and Alameda counties and operated and managed by the Hetch Hetchy Enterprise.

Allocation: Property taxes are classified as Joint costs. They will be reallocated as 55 percent Power-Related and 45 percent Water-Related.

C. **Calculation of Wholesale Customers' Share of Hetch Hetchy Enterprise Expenses**. The Water Enterprise's share of Hetch Hetchy Enterprise expenses consist of 100 percent of Water-Only expenses and the Water-Related portion (45%) of Joint expenses.

The Wholesale Customers' share of the sum of the Water Enterprise's share of Hetch Hetchy Enterprise expenses determined under subsection B shall be calculated by multiplying that dollar amount by Adjusted Proportional Annual Use.

5.09. Hetch Hetchy Enterprise Capital Costs

A. **Introduction**. Wholesale Customers are also allocated a share of Hetch Hetchy Enterprise capital costs.

B. **Components of Capital Costs**. The components of Hetch Hetchy Enterprise capital costs are as follows:

1. Existing Assets Cost Recovery. The Wholesale Customers' repayment of their share of Hetch Hetchy Existing Assets (Water-Only and the Water-Related portion [45 percent] of Joint assets) is shown on Attachment K-4 accompanying Section 5.03.

2. Debt Service on New Assets. The Water Enterprise will be assigned 100 percent of Net Annual Debt Service attributable to acquisition and construction of New Hetch Hetchy Enterprise assets that are Water-Only and the Water-Related portion (45 percent) of Net Annual Debt Service on New Hetch Hetchy Enterprise Joint assets. The provisions of Section 5.04.A apply to debt service on New Hetch Hetchy Enterprise assets.

3. Revenue-Funded Capital Additions. The Water Enterprise will be assigned 100 percent of capital expenditures from revenues for New Hetch Hetchy Enterprise assets that are Water-Only and the Water-Related portion (45 percent) of such expenditures for new Hetch Hetchy Enterprise Joint assets. The provisions of Section 5.04.B apply to the payment of New revenue-funded Hetch Hetchy Enterprise assets.

C. **Calculation of Wholesale Customers' Share of Hetch Hetchy Enterprise Capital Costs**. The Wholesale Customers' share of the Net Annual Debt Service and revenue funded capital expenditures determined under subsections B.2 and 3 shall be calculated by multiplying that dollar amount by Adjusted Proportional Annual Use.

5.10. Additional Agreements Related to Financial Issues

A. **Wholesale Customers Not Entitled to Certain Revenues**. The Wholesale Customers have no entitlement to any of the following sources of revenue to the SFPUC.

1. Revenues from leases or sales of SFPUC real property.

2. Revenues from the other utility services such as the sale of electric power, natural gas and steam.

3. Revenues from the sale of water to customers and entities other than the Wholesale Customers.

4. Revenues earned from the investment of SFPUC funds other than funds contributed by the Wholesale Customers to the Wholesale Revenue Coverage Reserve described in Section 6.06 or the Wholesale Capital Fund described in Section 6.08. Wholesale Customers are also entitled to the benefit of earnings on proceeds of Indebtedness (through

expenditure on New Regional Assets and /or application to Debt Service) and to interest on the Balancing Account as provided in Section 6.05.B.

5. Revenues not related to the sale of water.

B. **Wholesale Customers Not Charged with Certain Expenses**. The Wholesale Customers will not be charged with any of the following expenses:

1. Capital costs for assets constructed or acquired prior to July 1, 1984 other than Existing Asset costs that are repaid pursuant to Section 5.03.

2. Expenses incurred by the SFPUC for generation and distribution of electric power, including Hetch Hetchy Enterprise Power-Only expenses and the Power-Related share of Hetch Hetchy Enterprise Joint expenses. An exception to this is Regional energy costs incurred by the Water Enterprise, for which Wholesale Customers are charged on the basis of Proportional Annual Use.

3. Expenses incurred by SFPUC in providing water to Retail Customers.

4. Expenses associated with the SFPUC's accruals or allocations for uncollectible Retail Water accounts.

5. Attorneys' fees and costs incurred by the Wholesale Customers that a court of competent jurisdiction orders San Francisco to pay as part of a final, binding judgment against San Francisco as provided in Section 8.03.B.2.

6. Any expenses associated with funding any reserves (other than the required Wholesale Revenue Coverage Reserve described in Section 6.06) accrued and not anticipated to be paid within one year unless such reserve is established by mutual agreement of the SFPUC and BAWSCA.

7. Any expenses accrued in respect to pending or threatened litigation, damage or personal injury claims or other loss contingencies unless projected to be paid within one year. Otherwise, such expenses will be charged to the Wholesale Customers when actually paid.

8. Any expense associated with installing, relocating, enlarging, removing or modifying meters and service connections at the request of an individual Wholesale Customer.

9. The Retail Customers' portion of any Environmental Enhancement Surcharges imposed to enforce the Interim Supply Limitation set forth in Section 4.04.

C. **Revenues Not Credited to Payment of Wholesale Revenue Requirement**. The following payments by Wholesale Customers, individually or collectively, are not credited as Wholesale revenues for purposes of Section 6.05.B:

1. Payments by individual Wholesale Customers of the Environmental Enhancement Surcharge imposed to enforce the Interim Supply Limitation set forth in Section 4.04.
2. Payments of attorneys' fees and costs incurred by San Francisco that a court of competent jurisdiction orders the Wholesale Customers to pay as part of a final, binding judgment against the Wholesale Customers, as provided in Section 8.03.B.3.
3. Payments by individual Wholesale Customers for installation, relocation, enlargement, removal or modification of meters and service connections requested by, and charged to, a Wholesale Customer.
4. Payments applied to the amortization of the ending balance in the balancing account under the 1984 Agreement, pursuant to Section 6.05.A.
5. Payments of the Water Management Charge which are delivered to BAWSCA pursuant to Section 3.06.
6. Payments directed to the Wholesale Revenue Coverage Reserve pursuant to Section 6.06.
7. Prepayments authorized by Sections 5.03.C and 5.03.F.

D. **Other**

1. The Wholesale Customers will receive a proportional benefit from funds received by the SFPUC from (a) governmental grants, rebates, reimbursements or other subventions, (b) private-sector grants for Regional capital or operating purposes of the Water Enterprise and the Water-Only and Water-related portion of Joint Hetch Hetchy Water Enterprise expenses, or (c) a SFPUC use of taxable bonds.

2. The Wholesale Customers will receive a proportionate benefit from recovery of damages, including liquidated damages, by SFPUC from judgments against or settlements with contractors, suppliers, sureties, etc., related to Regional Water System projects and the Water-Only and Water-Related portion of Joint Hetch Hetchy Enterprise projects.

3. The SFPUC will continue to charge Wholesale Customers for assets acquired or constructed with proceeds of Indebtedness on which Wholesale Customers paid Debt Service during the Term of this Agreement on the "cash" basis (as opposed to the "utility" basis) after the expiration or earlier termination of this Agreement. The undertaking in this Section 5.10.D.3 will survive the expiration or earlier termination of this Agreement.

5.11. Classification of Existing System Assets.

Existing System Assets of the Regional Water System include the water storage, transmission, and treatment systems owned and operated by San Francisco in Tuolumne, Stanislaus, San Joaquin, Alameda, Santa Clara, San Mateo and San Francisco Counties. These assets are managed by either the Water Enterprise or the Hetch Hetchy Enterprise and the assets have been classified for purposes of cost allocation.

A. **Water Enterprise Assets**. Water Enterprise assets are currently managed, operated, and maintained by the Water Enterprise and are generally located west of Alameda East Portal, in addition to the treatment facilities located at Tesla and the Thomas Shaft Emergency Disinfection Facility. These assets are classified as Direct Retail, Direct Wholesale, or Regional.

B. **Hetch Hetchy Enterprise Assets**. Hetch Hetchy Enterprise assets are currently managed, operated and maintained by the Hetch Hetchy Enterprise and are generally located east of the Alameda East Portal of the Coast Range Tunnel in Sunol Valley, Alameda County. These assets are classified as Power-Only, Water-Only, or Joint, in accordance with Sections 5.08 and 5.09. Through the Wholesale Revenue Requirement, the Wholesale Customers pay Existing System Asset capital costs and operating expenses in accordance with Section 5.02.F and do not pay capital costs or operating expenses associated with assets classified as Direct Retail, Power-Only, and the Power-Related portion of Joint assets.

C. **Attachment R Documents Classifications**. To facilitate WSA administration, Attachment R documents the classification of major Existing System Assets operated by the Hetch Hetchy Enterprise. Attachment R consists of three documents: R-1 Introduction, R-2 Special Classification of Discrete Projects for 2018 Amendment Purposes, and R-3 Major Hetch Hetchy Enterprise Existing System Assets. Attachment R may be modified as specified in Section 5.11.D and in the manner set forth in Section 2.03.C.

D. **Attachment R-3, Major Hetch Hetchy Enterprise Existing System Assets is Not Exhaustive**. Existing System Assets include, but are not limited to, land; fixed infrastructure such as dams, tunnels, buildings, water treatment plants and pipelines; equipment such as pumps and vehicles; and related appurtenances. Major Hetch Hetchy Enterprise Existing System Assets, and their classifications, are listed in Attachment R-3. Attachment R-3 does not include all assets of the Regional Water System, but represents the parties' best efforts to document major Hetch Hetchy Enterprise Existing System Assets that would incur capital costs and operating expenses subject to cost allocation. The classification of assets listed on R-3 may not be changed during the Term, any Extension Term, and any renewal of the Agreement, however, Attachment R-3 may be modified by mutual agreement in accordance with Section 2.03.C to (1) add an asset that was inadvertently omitted, (2) to add a new asset, and (3) remove a destroyed or obsolete asset. In the event that the parties cannot agree on the classification of any omitted or new assets, the dispute shall be subject to arbitration under Section 8.01.

E. **Attachment R-3, Major Hetch Hetchy Enterprise Existing System Assets Classifications are Fixed**. The classification of the major Hetch Hetchy Enterprise Existing System Assets is fixed and shall control the allocation of capital costs and operating expenses for the remainder of the Term, any Extension Terms, and any renewal of the Agreement. However, changes may be proposed in accordance with subsection G below. Capital costs and operating expenses are meant to be inclusive of all costs related to assets, including, but not limited to, any alterations, additions, improvements, rehabilitation, replacement of assets, and equipment that is appurtenant thereto. Since asset classifications are fixed in Attachment R-3, asset classifications may not be modified by mutual agreement in accordance with Section 2.03.C.

F. **Attachment R-2, Special Classification of Discrete Projects for 2018 Amendment Purposes**. Past, ongoing and future capital projects involving five Hetch Hetchy Enterprise Existing System Assets defined in Attachment R-2 have classifications that differ from the underlying asset classifications. These project-related classification changes shown on Attachment R-2, are part of the 2018 amendments to the Agreement and are not precedential for any other asset-related capital cost or operating expense. With the exception of the defined projects related to the five assets listed on R-2, the capital projects for all assets follow the asset classifications. Capital projects listed on Attachment R-2 must be approved by the SFPUC following necessary CEQA review.

G. **Five Year Notice of Intent to Renegotiate Cost Allocation**. In the event San Francisco or the Wholesale Customers, which may be represented by BAWSCA, wish to propose and negotiate a change in Existing System Asset classifications, or a change in the Water-Related portion (45 percent) of Joint expenses, for the next Water Supply Agreement, such party must provide the other at least 5 years' written notice prior to the expiration of the Term or Extension Term, or the renewal of the Agreement. At a minimum, the noticing party must provide a comprehensive analysis of the financial and rate impacts of the proposed change at least two years prior to the expiration of the Term or Extension Term, or the renewal of the Agreement.

To meet this requirement, the parties may agree to jointly analyze, under a separate agreement, system capacity and usage and/or new assets, as well as other possible alternative cost allocation methodologies. Either party may also unilaterally initiate such studies by consultants of their choice and bear all their own costs.

Article 6. Integration of Wholesale Revenue Requirement with SFPUC Budget Development and Rate Adjustments

6.01. General

A. The purpose of the allocation bases set forth in Article 5 is to determine the Wholesale Revenue Requirement for each fiscal year. The Wholesale Revenue Requirement can only be estimated in advance, based on projected costs and water deliveries. These projections are used to establish water rates applicable to the Wholesale Customers.

B. After the close of each fiscal year, the procedures described in Article 7 will be used to determine the actual Wholesale Revenue Requirement for that year, based on actual costs incurred, allocated according to the provisions of Article 5, and using actual water delivery data. The amount properly allocated to the Wholesale Customers shall be compared to the amount billed to the Wholesale Customers for the fiscal year, other than those identified in Section 5.10.C. The difference will be entered into a balancing account to be charged to, or credited to, the Wholesale Customers, as appropriate.

C. The balancing account shall be managed as described in Section 6.05.

6.02. Budget Development

The SFPUC General Manager will send a copy of the proposed SFPUC budget to BAWSCA at the same time as it is sent to the Commission. In addition, a copy of materials submitted to the Commission for consideration at meetings prior to the meeting at which the overall SFPUC budget is considered (including (a) operating budgets for the Water Enterprise and the Hetch Hetchy Enterprise, (b) budgets for SFPUC Bureaus, and (c) capital budgets for the Water Enterprise and the Hetch Hetchy Enterprise) will also be sent to BAWSCA concurrently with their submission to the Commission.

6.03. Rate Adjustments

A. **Budget Coordinated Rate Adjustments**. Adjustments to the rates applicable to the Wholesale Customers shall be coordinated with the budget development process described in this section except to the extent that Sections 6.03.B and 6.03.C authorize emergency rate increases and drought rate increases, respectively.

If the SFPUC intends to increase wholesale water rates during the ensuing fiscal year, it will comply with the following procedures:

1. Adjustments to the wholesale rates will be adopted by the Commission at a regularly scheduled meeting or at special meeting, properly noticed, called for the purpose of adjusting rates or for taking any other action under the jurisdiction of the Commission.

2. The SFPUC will send a written notice by mail or electronic means to each Wholesale Customer and to BAWSCA of the recommended adjustment at least thirty (30) days prior to the date of the meeting at which the Commission will consider the proposed adjustment. The notice will include the date, time and place of the Commission meeting.

3. The SFPUC shall prepare and provide to each Wholesale Customer and to BAWSCA the following materials: (a) a table illustrating how the increase or decrease in the Wholesale Revenue Requirement and wholesale rates were calculated, substantially in the form of Attachment N-1, (b) a schedule showing the projected expenses included in the Wholesale Revenue Requirement for the fiscal year for which the rates are being proposed, and supporting materials, substantially in the form of Attachment N-2, and (c) a schedule showing projected water sales, Wholesale Revenue Requirements and wholesale rates for the fiscal year for which rates are being set and the following four years, substantially in the form of Attachment N-3. These materials will be included with the notification required by Section 6.03.A.2.

4. Rate adjustments will be effective no sooner than thirty (30) days after adoption of the wholesale rate by the Commission.

5. San Francisco will use its best efforts to provide the Wholesale Customers with the information described above. San Francisco's failure to comply with the requirements set forth in this section shall not invalidate any action taken by the Commission (including, but not limited to, any rate increase or decrease adopted). In the event of such failure, the Wholesale Customers may either invoke arbitration, as set forth in Section 8.01, or seek injunctive relief, to compel San Francisco to remedy the failure as soon as is reasonably practical, and San Francisco shall be free to oppose the issuance of the requested judicial or arbitral relief on any applicable legal or equitable basis. The existence of this right to resort to arbitration shall not be deemed to preclude the right to seek injunctive relief.

6. Because delays in the budget process or other events may cause San Francisco to defer the effective date of Wholesale Customer rate adjustments until after the beginning of San Francisco's fiscal year, nothing contained in this Agreement shall require San Francisco to make any changes in the water rates charged to Wholesale Customers effective at

the start of San Francisco's fiscal year or at any other specific date. Nothing in the preceding sentence shall excuse non-compliance with the provisions of Section 6.02 and this section.

B. **Emergency Rate Increases**. The Commission may adjust the Wholesale Customers' rates without complying with the requirements of Section 6.03.A in response to an Emergency that damages the Regional Water System and disrupts San Francisco's ability to maintain normal deliveries of water to Retail and Wholesale Customers. In such an Emergency, the Commission may adopt an emergency rate surcharge applicable to Wholesale Customers without following the procedures set forth in this section, provided that any such rate surcharge imposed by the Commission shall be applicable to both Retail and Wholesale Customers and incorporate the same percentage increase for all customers. Any emergency rate surcharge adopted by the Commission shall remain in effect only until the next-budget coordinated rate-setting cycle.

C. **Drought Rates**. If the Commission declares a water shortage emergency under Water Code Section 350, implements the Tier 1 Shortage Plan (Attachment H) described in Section 3.11.C, and imposes drought rates on Retail Customers, it may concurrently adjust wholesale rates independently of coordination with the annual budget process. Those adjustments may be designed to encourage water conservation and may constitute changes to the structure of the rates within the meaning of Section 6.04. The parties agree, however, that, in adopting changes in rates in response to a declaration of water shortage emergency, the Commission shall comply with Section 6.03.A.1 and 2 but need not comply with Section 6.04.B. Drought Rate payments and payments of excess use charges levied in accordance with the Tier 1 Shortage Plan described in Section 3.11.C constitute Wholesale Customer Revenue and count towards the Wholesale Revenue Requirement. The SFPUC may use these revenues to purchase additional water for the Wholesale Customers from the State Drought Water Bank or other willing seller.

6.04. Rate Structure

A. This Agreement is not intended and shall not be construed to limit the Commission's right (a) to adjust the structure of the rate schedule applicable to the Wholesale Customers (i.e., the relationship among the several charges set out therein) or (b) to add, delete, or change the various charges which make up the rate schedule, provided that neither such charges nor the structure of the rate schedule(s) applicable to the Wholesale Customers shall be arbitrary, unreasonable, or unjustly discriminatory as among said customers. The

SFPUC will give careful consideration to proposals for changes in the rate schedule made jointly by the Wholesale Customers but, subject to the limitations set out above, shall retain the sole and exclusive right to determine the structure of the rate schedule.

B. If the SFPUC intends to recommend that the Commission adopt one or more changes to the structure of wholesale rates (currently set forth in SFPUC Rate Schedule W-25), it shall prepare and distribute to the Wholesale Customers and BAWSCA a report describing the proposed change(s), the purpose(s) for which it/they are being considered, and the estimated financial effect on individual Wholesale Customers or classes of customers. Wholesale Customers may submit comments on the report to the SFPUC for sixty (60) days after receiving the report. The SFPUC will consider these comments and, if it determines to recommend that the Commission adopt the change(s), as described in the report or as modified in response to comments, the SFPUC General Manager shall submit a report to the Commission recommending specific change(s) in the rate structure. Copies of the General Manager's report shall be sent to all Wholesale Customers and BAWSCA at least thirty (30) days prior to the Commission meeting at which the changes will be considered.

C. The SFPUC may recommend, and the Commission may adopt, changes in the structure of wholesale rates at any time. However, the new rate schedule implementing these changes will become effective at the beginning of the following fiscal year.

6.05. Balancing Account

A. **Balancing Account Established Under 1984 Agreement**. The amount of credit in favor of San Francisco as of the expiration of the term of 1984 Agreement (June 30, 2009) is not known with certainty as of preparation and execution of this Agreement. It will not be known with certainty until the Compliance Audit for FY 2008-09 is completed and disputes, if any, that the Wholesale Customers or the SFPUC may have with the calculation of the Suburban Revenue Requirement for that fiscal year and for previous fiscal years have been settled or decided by arbitration.

The parties anticipate that the amount of the credit in favor of San Francisco as of June 30, 2009 may be within the range of $15 million to $20 million.

In order to reduce the credit balance due San Francisco under the 1984 Agreement in an orderly manner, while avoiding unnecessary fluctuations in wholesale rates, the parties agree to implement the following procedure.

1. In setting wholesale rates for FY 2009-10, SFPUC will include a balancing account repayment of approximately $2 million.

2. In setting wholesale rates for FY 2010-11 and following years, SFPUC will include a balancing account repayment of not less than $2 million and not more than $5 million annually until the full amount of the balance due, plus interest at the rate specified in Section 6.05.B, is repaid.

3. The actual ending balance as of June 30, 2009 will be determined, by the parties' agreement or arbitral ruling, after the Compliance Audit report for FY 2008-09 is delivered to BAWSCA. That amount, once determined, will establish the principal to be amortized through subsequent years' repayments pursuant to this Section 6.05.A.

B. **Balancing Account Under This Agreement**

1. Operation. After the close of each fiscal year, the SFPUC will compute the costs allocable to the Wholesale Customers for that fiscal year pursuant to Article 5, based on actual costs incurred by the SFPUC and actual amounts of water used by the Wholesale Customers and the Retail Customers. That amount will be compared to the amounts billed to the Wholesale Customers for that fiscal year (including any Excess Use Charges, but excluding revenues described in Section 5.10.C). The difference will be posted to a "balancing account" as a credit to, or charge against, the Wholesale Customers. Interest shall also be posted to the balancing account calculated by multiplying the amount of the opening balance by the average net interest rate, certified by the Controller as earned in the San Francisco Treasury for the previous fiscal year on the San Francisco County Pooled Investment Account. Interest, when posted, will carry the same mathematical sign (whether positive or negative) as carried by the opening balance. The amount posted to the balancing account in each year shall be added to, or subtracted from, the balance in the account from previous years. The calculation of the amount to be posted to the balancing account shall be included in the report prepared by the SFPUC pursuant to Section 7.02.

The opening balance for fiscal year 2009-10 shall be zero.

2. Integration of Balancing Account with Wholesale Rate Setting Process. If the amount in the balancing account is owed to the Wholesale Customers (a positive balance), the SFPUC shall take it into consideration in establishing wholesale rates. However, the SFPUC need not apply the entire amount to reduce wholesale rates for the immediately ensuing

year. Instead, the SFPUC may prorate a positive ending balance over a period of up to three successive years in order to avoid fluctuating decreases and increases in wholesale rates.

a. If a positive balance is maintained for three successive years and represents 10 percent or more of the Wholesale Revenue Requirement for the most recent fiscal year, the SFPUC shall consult with BAWSCA as to the Wholesale Customers' preferred application of the balance. The Wholesale Customers shall, through BAWSCA, direct that the positive balance be applied to one or more of the following purposes: (a) transfer to the Wholesale Revenue Coverage Reserve, (b) amortization of any remaining negative balance from the ending balancing account under the 1984 Agreement, (c) prepayment of the existing asset balance under Section 5.03, (d) water conservation or water supply projects administered by or through BAWSCA, (e) immediate reduction of wholesale rates, or (f) continued retention for future rate stabilization purposes. In the absence of a direction from BAWSCA, the SFPUC shall continue to retain the balance for rate stabilization in subsequent years.

b. If the amount in the balancing account is owed to the SFPUC (a negative balance), the SFPUC shall not be obligated to apply all or any part of the negative balance in establishing wholesale rates for the immediately ensuring year. Instead, the SFPUC may prorate the negative balance in whole or in part over multiple years in order to avoid fluctuating increases and decreases in wholesale rates.

6.06. <u>Wholesale Revenue Coverage Reserve</u>

A. The SFPUC may include in wholesale rates for any fiscal year an additional dollar amount ("Wholesale Revenue Coverage"), which for any fiscal year shall equal the following:

1. The lesser of (i) 25% of the Wholesale Customers' share of Net Annual Debt Service for that fiscal year determined as described in Section 5.04.A, or (ii) the amount necessary to meet the Wholesale Customers' proportionate share of Debt Service coverage required by then-current Indebtedness for that fiscal year, minus

2. A credit for (i) the actual amounts previously deposited in the "Wholesale Revenue Coverage Reserve" (as defined in subsection B below), (ii) accrued interest on the amounts on deposit in the Wholesale Revenue Coverage Reserve, and (iii) an amount equal to any additional interest that would have accrued on the actual amounts previously deposited in the Wholesale Revenue Coverage Reserve assuming no withdrawals had been made therefrom.

B. During each fiscal year, the SFPUC will set aside and deposit that portion of revenue equal to Wholesale Revenue Coverage into a separate account that the SFPUC will establish and maintain, to be known as the "Wholesale Revenue Coverage Reserve." Deposits into the Wholesale Revenue Coverage Reserve shall be made no less frequently than monthly. The Wholesale Revenue Coverage Reserve shall be credited with interest at the rate specified in Section 6.05.B. The SFPUC may use amounts in the Wholesale Revenue Coverage Reserve for any lawful purpose. Any balance in the Wholesale Revenue Coverage Reserve in excess of the Wholesale Revenue Coverage amount as of the end of any fiscal year (as calculated in subsection 6.06(A) above) shall be applied as a credit against wholesale rates in the immediately following fiscal year unless otherwise directed by BAWSCA.

C. Within 180 days following the later of expiration of the Term or final payment of Debt Service due on Indebtedness issued during the Term to which Wholesale Customers were contributing, SFPUC shall rebate to the Wholesale Customers an amount equal to the Wholesale Revenue Coverage amount in effect for the fiscal year during which the Term expires or the final payment of Debt Service on Indebtedness is made based on each Wholesale Customer's Proportional Annual Use in the fiscal year during which the Term expires or the final payment of debt service on Indebtedness is made.

D. SFPUC shall provide a schedule of debt issuance (with assumptions), and the Wholesale Customers' share of Net Annual Debt Service (actual and projected) expected to be included in wholesale rates starting in 2009-10 through the expected completion of the WSIP. The schedule is to be updated annually prior to rate setting. If estimated Debt Service is used in rate setting, the SFPUC must be able to demonstrate that the Water Enterprise revenues will be sufficient to meet the additional bonds test for the proposed bonds and rate covenants for the upcoming year.

E. Conditions in the municipal bond market may change from those prevailing in 2009. If, prior to expiration of the Term, the SFPUC determines that it would be in the best financial interest of both Retail Customers and Wholesale Customers of the Regional Water System for the Debt Service coverage requirement to be increased in one or more series of proposed new Indebtedness above 1.25%, or for the coverage covenant to be strengthened in other ways, it will provide a written report to BAWSCA. The report will contain (1) a description of proposed covenant(s) in the bond indenture; (2) an explanation of how savings are expected to be achieved (e.g., increase in the SFPUC's credit rating over the then-current level; ability to

obtain credit enhancement, etc.); (3) the estimated all-in true interest cost savings; (4) a comparison of the Wholesale Revenue Requirements using the Debt Service coverage limitation in subsection A and under the proposed methodology; and (5) a comparison of the respective monetary benefits expected to be received by both Retail and Wholesale Customers. The SFPUC and BAWSCA agree to meet and confer in good faith about the proposed changes.

F. Any increase in Debt Service coverage proposed by the SFPUC shall be commensurate with Proportional Water Use by Retail and Wholesale Customers. If the SFPUC demonstrates that an increase in Debt Service coverage will result in equivalent percentage reductions in total Wholesale and Retail Debt Service payments over the life of the proposed new Indebtedness, based on Proportional Water Use, BAWSCA may agree to a modification of the Wholesale Revenue Coverage requirement in subsection A. If BAWSCA does not agree to a proposed modification in coverage requirements in the covenants for new Indebtedness, SFPUC may nevertheless proceed with the modification and the issuance of new Indebtedness. Any Wholesale Customer, or BAWSCA, may challenge an increase in the Wholesale Revenue Requirement resulting from the modification in Debt Service coverage through arbitration as provided in Section 8.01.A. If the arbitrator finds that the increase in Debt Service coverage (1) did not and will not result in equivalent percentage reductions in total Wholesale and Retail Debt Service payments over the life of the proposed new Indebtedness, based on Proportional Water Use, or (2) was not commensurate with Proportional Water Use, the arbitrator may order the Wholesale Revenue Requirement to be recalculated both retrospectively and prospectively to eliminate the differential impact to Wholesale or Retail Customers, subject to the limitation in Section 8.01.C.

6.07. <u>Working Capital Requirement</u>

A. The SFPUC maintains working capital in the form of unappropriated reserves for the purpose of bridging the gap between when the SFPUC incurs operating expenses required to provide service and when it receives revenues from its Retail and Wholesale Customers. The Wholesale Customers shall fund their share of working capital as part of the annual Wholesale Revenue Requirement calculation. The amount of wholesale working capital for which the Wholesale Customers will be responsible will be determined using the 60-day standard formula approach.

B. Applying this approach, annual wholesale working capital equals one-sixth of the wholesale allocation of operation and maintenance, administrative and general, and property tax

expenses for the Water and Hetch Hetchy Enterprises. Wholesale working capital shall be calculated separately for the Water and Hetch Hetchy Enterprises.

C. Each month, the sum of the Water Enterprise and Hetch Hetchy Enterprise working capital components will be compared with the ending balance in the Wholesale Revenue Coverage Reserve to determine if the Wholesale Customers provided the minimum required working capital. If the Wholesale Revenue Coverage Reserve is greater than the total Water Enterprise and Hetch Hetchy Enterprise working capital requirement, the Wholesale Customers will have provided their share of working capital. If the Wholesale Revenue Coverage Reserve is less than the total Water Enterprise and Hetch Hetchy Enterprise working capital requirement, the Wholesale Customers will be charged interest on the difference, which will be included in the adjustment to the Balancing Account under Section 6.05.B for the subsequent fiscal year.

6.08. <u>Wholesale Capital Fund</u>

A. The SFPUC currently funds revenue-funded capital projects through annual budget appropriations that are included in rates established for that fiscal year and transferred to a capital project fund from which expenditures are made. Consistent with the San Francisco Charter and Administrative Code, the SFPUC appropriates funds in advance of construction in order to maintain a positive balance in the capital project fund. The capital project fund also accrues interest and any unspent appropriations in excess of total project costs. It is the SFPUC's practice to regularly monitor the capital project fund balance to determine whether a surplus has accumulated, which can be credited against the next fiscal year's capital project appropriation.

B. The SFPUC shall establish a comparable Wholesale Revenue-Funded Capital Fund (Wholesale Capital Fund) to enable the Wholesale Customers to fund the wholesale share of revenue-funded New Regional Assets. The Wholesale Capital Fund balance is zero as of July 1, 2009. The SFPUC may include in wholesale rates for any fiscal year an amount equal to the wholesale share of the SFPUC's appropriation for revenue funded New Regional Assets for that year, which sum will be credited to the Wholesale Capital Fund. The wholesale share of other sources of funding, where legally permitted and appropriately accounted for under GAAP, will also be credited to the Wholesale Capital Fund, together with interest earnings on the Wholesale Capital Fund balance.

C. The SFPUC will expend revenues appropriated and transferred to the Wholesale Capital Fund only on New Regional Assets. The annual capital appropriation included in each fiscal year's budget will be provided to BAWSCA in accordance with Section 6.02 and will take into account the current and projected balance in the Wholesale Capital Fund, as well as current and projected unexpended and unencumbered surplus, as shown on attachment M-1, which will be prepared by the SFPUC each year.

D. Commencing on November 30, 2010 and thereafter in each fiscal year during the Term, the SFPUC will also provide an annual report to BAWSCA on the status of individual revenue-funded New Regional Assets, substantially in the form of Attachment M-2.

E. In order to prevent the accumulation of an excessive unexpended and unencumbered balance in the Wholesale Capital Fund, the status of the fund balance will be reviewed through the annual Compliance Audit, commencing in FY 2018-19. The FY 2018-19 Compliance Audit and the Wholesale Customer/BAWSCA review under Section 7.06 shall include Wholesale Capital Fund appropriations, expenditures and interest earnings for FY 2014-15 through 2017-18 for the purpose of determining whether a Balancing Account transfer is required. If the June 30 unencumbered balance of the Wholesale Capital Fund exceeds the lesser of the following: (i) the Target Balance; (ii) the unencumbered remaining cumulative appropriations, the amount of such excess shall be transferred to the credit of the Wholesale Customers to the Balancing Account described in Section 6.05.

In order to avoid funding delays for New Regional Asset capital projects resulting from prior year transfers of excess Wholesale Capital fund balances to the Wholesale Customers, if the June 30 unencumbered balance of the Wholesale Capital Fund is below the lesser of the following: (i) the Target Balance; (ii) the unencumbered remaining cumulative appropriation, such deficiency shall be posted to the Balancing Account described in Section 6.05 as a charge to the Wholesale Customers. Notwithstanding the foregoing, no such charge to the Wholesale Customers shall exceed $4 million annually.

Amended Attachment M-3 illustrates the process for determining the Wholesale Capital Fund balance as of June 30, 2019.

F. Three years prior to the end of the Term, the SFPUC and BAWSCA will discuss the disposition of the Wholesale Capital Fund balance at the end of the Term. Absent

agreement, any balance remaining in the Wholesale Capital Fund at the end of the Term shall be transferred to the Balancing Account, to the credit of the Wholesale Customers.

6.09. SFPUC Adoption of Regional Water System 10-Year Capital Improvement Program

A. **Established Level of Service Goals and Objectives**. In approving the WSIP, the Commission adopted Level of Service Goals and Objectives that are, in part, used to develop capital programs related to water, including the 10-Year Capital Improvement Program for the Regional Water System ("10-Year CIP"). BAWSCA and the Wholesale Customers shall have the opportunity to review and provide written or oral comments on any changes to the Level of Service Goals and Objectives that may be submitted to the Commission for approval.

B. **Submittal of an Asset Management Policy**. Prior to December 31, 2020, the SFPUC shall develop and submit to the Commission for approval an Asset Management Policy applicable to the Regional Water System.

C. **Coordination of 10-Year CIP and SFPUC Budget Meetings**. The Commission annually reviews, updates, and adopts a 10-Year CIP pursuant to Section 8B.123 of the San Francisco Charter. At two-year intervals, the Commission holds two budget meetings concerning the 10-Year CIP. Over the course of the two budget meetings, the SFPUC reviews its budget priorities, potential changes to projects in the previously adopted 10-Year CIP, and the potential financial implications of such changes. In the event that Charter amendments are placed on the ballot that could alter or amend the City's budget preparation and adoption efforts, BAWSCA shall be notified in advance of any proposed change that could result in a less robust CIP development effort, and BAWSCA and the SFPUC shall meet to consider BAWSCA's comments on maintaining a robust CIP development effort.

D. **Mid-cycle Changes to the 10-Year CIP**. The SFPUC shall include within the Water Enterprise Capital Improvement Program Quarterly Projects Reports that it provides to the Commission ("CIP Quarterly Projects Reports") discussion of any material changes proposed to projects that are included in the most recently adopted 10-Year CIP. The SFPUC defines a material change as a change that applies to a CIP project whose approved CIP budget is equal to or greater than $5,000,000 that results in one or more of the following:

1. Increases the cost of the CIP project by more than 10%.

2. Increases the schedule of the CIP project by extending said schedule by 12 calendar months or greater.

3. Affects the SFPUC's ability to meet the Level of Service Goals and Objectives.

The SFPUC shall also include within the CIP Quarterly Projects Reports discussion of any new capital project that is not included in the most recently adopted 10-Year CIP if the SFPUC has 1) begun spending on the project and 2) anticipates that it will require total funding in excess of $5,000,000. For such projects, the parties recognize that the work may be of an urgent nature and that details of those projects may be developing quickly to address a critical need. The SFPUC commits that, for these projects, an expanded discussion will be provided in quarterly reports generated 6 months following the creation of the project in the City's finance and accounting system. At a minimum, the discussion will include: 1) a detailed scope of work, 2) schedule, 3) cost breakdown, and 4) proposed source of funding. This level of detail shall continue to be included in subsequent quarterly reports through either the completion of the work or until the work is included as part of an adopted 10-Year CIP.

E. **BAWSCA and Wholesale Customer Notice and Review**. Beginning in 2020, at least 30 days before the first budget meeting, the SFPUC shall provide BAWSCA and the Wholesale Customers with written notice of the dates of the two budget meetings. At least 30 days before the first budget meeting, the SFPUC shall also provide BAWSCA and the Wholesale Customers with a draft of the 10-Year CIP and meet with those same parties to review potential candidate projects that it is considering for inclusion in the 10-Year CIP. Final materials for the first budget meeting will be made available to BAWSCA and the Wholesale Customers no less than 14 days prior to that budget meeting. Final materials for the second budget meeting will be made available to BAWSCA and the Wholesale Customers on the same date that they are made available to the Commission. Prior to the Commission's adoption of the 10-Year CIP at the second budget meeting, San Francisco shall respond, in writing, to all written comments by BAWSCA and the Wholesale Customers on the 10-Year CIP that were submitted prior to the date of the first budget meeting.

F. **Contents of Draft 10-Year CIP – Projects in Years One and Two of 10-Year Schedule**. The SFPUC's CIP projects generally fall into three categories: defined projects, placeholder concepts that could become projects, and programmatic spending for expenses likely to be made but for which there is no schedule. Projects in the near-term years of the 10-Year CIP have more definition than those in the outer years, and as a result more detailed information is available for them. For each project listed that has significant expected

expenditures identified in the first two years of the 10-Year CIP, the draft 10-Year CIP made available to BAWSCA and the Wholesale Customers shall include the following elements:

1. Project name.
2. Project description and justification.
3. Description of the project's relationship to the Level of Service Goals and Objectives.
4. Project asset classification for cost-allocation purposes, pursuant to Attachment R for Hetch Hetchy Enterprise assets, or as Regional or Retail for Water Enterprise assets.
5. Project schedule where applicable, broken down by phase, through to completion.
6. Total project budget estimate including a proposed inflation rate.

G. **Contents of Draft 10-Year CIP – Projects Listed After First Two Years of 10-Year Schedule**. For each project that is listed in years three through ten of the 10-Year CIP, the draft 10-Year CIP made available to BAWSCA and the Wholesale Customers shall include the following elements:

1. Project name.
2. Project description and justification.
3. Description of the project's relationship to the Level of Service Goals and Objectives.
4. Project asset classification for cost-allocation purposes, pursuant to Attachment R for Hetch Hetchy Enterprise assets, or as Regional or Retail for Water Enterprise assets.
5. Project schedule information that forms the basis for project planning if available.
6. Total project budget estimate.

H. **Additional Contents of Draft 10-Year CIP**. The draft 10-Year CIP made available to BAWSCA and the Wholesale Customers shall also include the following:

1. A discussion of any changes to projects in the previously adopted 10-Year CIP, the reasons for such changes, any impact of the proposed changes on the SFPUC's ability to achieve the Level of Service Goals

and Objectives, and the SFPUC's proposal for meeting the specific Level of Service Goals and Objectives in question.

2. A discussion of factors that have influenced the 10-Year CIP budget or identified projects, or have the potential to influence the overall budget or the number, cost and scale of identified projects, such as rate increase considerations, local rate setting policies, etc.
3. A discussion of how the CIP will be staffed.
4. A cash flow estimate for each project included as part of the first five years of the 10-Year CIP that considers historical spending and changes in the amount of work to be done.
5. Project spreadsheets that separate new projects from existing projects.
6. A summary roll-up for Regional costs, including all programmatic costs budgeted in the 10-Year CIP.

I. **Quarterly Reporting and Meetings**.

1. CIP Quarterly Projects Reports. The SFPUC shall include within the CIP Quarterly Projects Reports a detailed status update of each Regional project in the 10-Year CIP that has an estimated cost greater than $5 million and a summary of the work completed to date for such projects. The CIP Quarterly Projects Reports shall focus on the first two years' projects in the 10-Year CIP, but shall also demonstrate a connection to the 10-Year CIP asset classification and the Level of Service Goals and Objectives. The CIP Quarterly Projects Reports shall identify any Regional project in the 10-Year CIP with an estimated cost greater than $5 million that is behind schedule, and, for each project so identified, shall describe the SFPUC's plan and timeline for either making up the delay or adopting a revised project schedule. In each fourth quarter of the fiscal year CIP Quarterly Projects Report, the SFPUC will also address the status of Regional projects in the 10-Year CIP that have an estimated cost of less than $5 million, noting any such projects that are behind schedule and describing the SFPUC's plan and timeline for either making up the delay or adopting a revised project schedule.

2. Quarterly Meetings. If requested by BAWSCA, the SFPUC shall hold quarterly meetings with BAWSCA to review each CIP Quarterly Projects Report, during which the SFPUC shall present information and detail about the individual projects and overall implementation of the 10-Year CIP, as well as the need for re-prioritization and/or the proposal

of new candidate projects for consideration as part of the next update of the 10-Year CIP. As part of the meeting held in each fourth quarter of the fiscal year, the SFPUC shall provide additional information and detail regarding the CIP development schedule and associated coordination proposed with BAWSCA.

Article 7. Accounting Procedures; Compliance Audit

7.01. SFPUC Accounting Principles, Practices

A. **Accounting Principles**. San Francisco will maintain the accounts of the SFPUC and the Water and Hetch Hetchy Enterprises in conformity with Generally Accepted Accounting Principles. San Francisco will apply all applicable pronouncements of the Governmental Accounting Standards Board (GASB) as well as statements and interpretations of the Financial Accounting Standards Board and Accounting Principles Board opinions issued on or before March 30, 1989, unless those pronouncements or opinions conflict with GASB pronouncements.

B. **General Rule**. San Francisco will maintain the accounting records of the SFPUC and the Water and Hetch Hetchy Enterprises in a format and level of detail sufficient to allow it to determine the annual Wholesale Revenue Requirement in compliance with this Agreement and to allow its determination of the Wholesale Revenue Requirement to be audited as provided in Section 7.04.

C. **Water Enterprise**. San Francisco will maintain an account structure which allows utility plant and operating and maintenance expenses to be segregated by location (inside San Francisco and outside San Francisco) and by function (Direct Retail, Regional and Direct Wholesale).

D. **Hetch Hetchy Enterprise**. San Francisco will maintain an account structure which allows utility plant and operating and maintenance expenses to be segregated into Water Only, Power Only and Joint categories.

E. **SFPUC**. San Francisco will maintain an account structure which allows any expenses of SFPUC bureaus that benefit only the Wastewater Enterprise, the Power-Only operations of the Hetch Hetchy Enterprise or Retail Customers to be excluded from the Wholesale Revenue Requirement.

F. **Utility Plant Ledgers**. San Francisco will maintain subsidiary plant ledgers for the Water and Hetch Hetchy Enterprises that contain unique identifying numbers for all assets included in the rate base and identify the original cost, annual depreciation, accumulated depreciation, date placed in service, useful life, salvage value if any, source of funding (e.g., bond series, revenues, grants), and classification for purposes of this Agreement.

G. **Debt.** San Francisco will maintain documentation identifying:

1. The portion of total bonded debt outstanding related to each series of each bond issue.

2. The portion of total interest expense related to each series of each bond issue.

3. The use of proceeds of each bond issue (including proceeds of commercial paper and/or other interim financial instruments redeemed or expected to be redeemed from bonds and earnings on the proceeds of financings) in sufficient detail to determine, for each bond issue, the proceeds and earnings of each (including proceeds and earnings of interim financing vehicles redeemed by a bond issue) and the total amounts expended on Direct Retail improvements and the total amounts expended on Regional improvements.

H. **Changes in Accounting**. Subject to subsections A thru G, San Francisco may change the chart of accounts and accounting practices of the SFPUC and the Water and Hetch Hetchy Enterprises. However, the allocation of any expense to the Wholesale Customers that is specified in the Agreement may not be changed merely because of a change in (1) the accounting system or chart of accounts used by SFPUC, (2) the account to which an expense is posted or (3) a change in the organizational structure of the SFPUC or the Water or Hetch Hetchy Enterprises.

I. **Audit**. San Francisco will arrange for an audit of the financial statements of Water and Hetch Hetchy Enterprises to be conducted each year by an independent certified public accountant, appointed by the Controller, in accordance with Generally Accepted Auditing Standards.

7.02. Calculation of and Report on Wholesale Revenue Requirement

A. Within five months after the close of each fiscal year, San Francisco will prepare a report showing its calculation of the Wholesale Revenue Requirement for the preceding fiscal year and the change in the balancing account as of the end of that fiscal year. The first such report will be prepared by November 30, 2010 and will cover fiscal year 2009-10 and the balancing account as of June 30, 2010.

B. The report will consist of the following items:

1. Statement of changes in the balancing account for the fiscal year being reported on, and for the immediately preceding fiscal year, substantially in the form of Attachment O.

2. Detailed supporting schedules 8.1 through 8.2 substantially in the form of Attachment N-2.

3. Description and explanation of any changes in San Francisco's accounting practices from those previously in effect.

4. Explanation of any line item of expense (shown on Attachment N-2, schedules 1 and 4) for which the amount allocated to the Wholesale Customers increased by (a) ten percent or more from the preceding fiscal year, or (b) more than $1,000,000.

5. Representation letter signed by the SFPUC General Manager and by other SFPUC financial staff shown on Attachment P, as the General Manager may direct, subject to change in position titles at the discretion of the SFPUC.

C. The report will be delivered to the BAWSCA General Manager by the date identified in Subsection A.

Once the report has been delivered to BAWSCA, San Francisco will, upon request:

1. Provide BAWSCA with access to, and copies of, all worksheets and supporting documents used or prepared by San Francisco during its calculation of the Wholesale Revenue Requirement;

2. Make available to BAWSCA all supporting documentation and calculations used by San Francisco in preparing the report; and

3. Promptly provide answers to questions from BAWSCA staff about the report.

7.03. <u>Appointment of Compliance Auditor</u>

A. **<u>Purpose</u>**. The purpose of this section is to provide for an annual Compliance Audit by an independent certified public accountant of the procedures followed and the underlying data used by San Francisco in calculating the Wholesale Revenue Requirement for the preceding fiscal year. The annual Compliance Audit shall also determine whether the Wholesale Revenue Requirement has been calculated in accordance with the terms of the Agreement and whether amounts paid by the Wholesale Customers in excess of or less than

the Wholesale Revenue Requirement have been posted to the balancing account, together with interest as provided in Section 6.05.

B. **Method of Appointment**. The Controller shall select an independent certified public accountant ("Compliance Auditor") to conduct the Compliance Audit described below. The Compliance Auditor may be the same certified public accountant engaged by the Controller to audit the financial statements of the Water and Hetch Hetchy Enterprises. Subject to approval by the Controller and the General Manager of the SFPUC, the Compliance Auditor shall have the authority to engage such consultants as it deems necessary or appropriate to assist in the audit. The terms of this Article shall be incorporated into the contract between San Francisco and the Compliance Auditor, and the Wholesale Customers shall be deemed to be third-party beneficiaries of said contract.

7.04. Conduct of Compliance Audit

A. **Standards**. The Compliance Auditor shall perform the Compliance Audit in accordance with Generally Accepted Auditing Standards. In particular, its review shall be governed by the standards contained in Section AU 623 (Reports on Specified Elements, Accounts or Items of a Financial Statement) of the AICPA, Professional Standards, as amended from time to time.

B. **Preliminary Meeting; Periodic Status Reports; Access to Data**. Prior to commencing the audit, the Compliance Auditor shall meet with San Francisco and BAWSCA to discuss the audit plan, the procedures to be employed and the schedule to be followed. During the course of the audit, the Compliance Auditor shall keep San Francisco and BAWSCA informed of any unforeseen problems or circumstances which could cause a delay in the audit or any material expansion of the audit's scope. The Compliance Auditor shall be given full access to all records of the SFPUC and the Water and Hetch Hetchy Enterprises that the Auditor deems necessary for the audit.

C. **Audit Procedures**. The Compliance Auditor shall review San Francisco's calculation of the Wholesale Revenue Requirement and the underlying data in order to carry out the purpose of the audit described in Section 7.03.A and to issue the report described in Section 7.05. At a minimum, the Compliance Auditor shall address the following:

1. Water Enterprise Operating and Maintenance Expenses. The Compliance Auditor shall review Water Enterprise cost ledgers to determine whether the

recorded operating and maintenance expenses fairly reflect the costs incurred, were recorded on a basis consistent with applicable Generally Accepted Accounting Principles, and were allocated to the Wholesale Customers as provided in this Agreement.

2. Water Enterprise Administrative and General Expenses. The Compliance Auditor shall review Water Enterprise cost ledgers and other appropriate financial records, including those of the SFPUC, to determine whether the recorded administrative and general expenses fairly reflect the costs incurred by or allocated to the Water Enterprise, whether they were recorded on a basis consistent with applicable Generally Accepted Accounting Principles, whether SFPUC charges were allocated to the Water Enterprise in accordance with this Agreement, and whether the amount of administrative and general expenses allocated to the Wholesale Customers was determined as provided by this Agreement.

3. Property Taxes. The Compliance Auditor shall review Water Enterprise cost ledgers to determine whether the amount of property taxes shown on the report fairly reflects the property tax expense incurred by San Francisco for Water Enterprise property outside of San Francisco and whether there has been deducted from the amount to be allocated (1) all taxes actually reimbursed to San Francisco by tenants of Water Enterprise property under leases that require such reimbursement and (2) any refunds received from the taxing authority. The Compliance Auditor also shall determine whether the amount of property taxes allocated to the Wholesale Customers was determined as provided in this Agreement.

4. Debt Service. The Compliance Auditor shall review SFPUC records to determine whether debt service, and associated coverage requirements, were allocated to the Wholesale Customers as provided in this Agreement.

5. Amortization of Existing Assets in Service as of June 30, 2009. The Compliance Auditor shall review both Water and Hetch Hetchy Enterprise records to determine whether the payoff amount for Existing Assets allocated to the Wholesale Customers as shown on Attachment K-1 through K-4 was calculated as provided in Section 5.03 of this Agreement.

6. Revenue-Funded Capital Appropriations/Expenditures. The Compliance Auditor shall review San Francisco's calculation of actual expenditures on the wholesale share of revenue-funded New Regional Assets and remaining unexpended and unencumbered project balances in the "Wholesale Capital Fund" described in Section 6.08, to determine whether the procedures contained in that section were followed.

7. Hetch Hetchy Expenses. The Compliance Auditor shall determine whether Hetch Hetchy Enterprise expenses were allocated to the Wholesale Customers as provided in this Agreement.

D. **Use of and Reliance on Audited Financial Statements and Water Use Data**

1. In performing the audit, the Compliance Auditor shall incorporate any adjustments to the cost ledgers recommended by the independent certified public accountant, referred to in Section 7.01.I, which audited the financial statements of the Water and Hetch Hetchy Enterprises. The Compliance Auditor may rely upon the work performed by that independent certified public accountant if the Compliance Auditor reviews the work and is willing to take responsibility for it as part of the compliance audit.

2. In performing the Compliance Audit and issuing its report, the Compliance Auditor may rely on water use data furnished by the Water Enterprise, regardless of whether the Wholesale Customers contest the accuracy of such data. The Compliance Auditor shall have no obligation to independently verify the accuracy of the water use data provided by San Francisco; however, the Compliance Auditor shall disclose in its report any information which came to its attention suggesting that the water use data provided by San Francisco are inaccurate in any significant respect.

E. Exit Conference. Upon completion of the audit, the Compliance Auditor shall meet with San Francisco and BAWSCA to discuss audit findings, including (1) any material weakness in internal controls and (2) adjustments proposed by the Compliance Auditor and San Francisco's response (i.e., booked or waived).

7.05. Issuance of Compliance Auditor's Report

A. San Francisco will require the Compliance Auditor to issue its report no later than nine months after the fiscal year under audit (i.e., March 31 of the following calendar year). The Compliance Auditor's report shall be addressed and delivered to San Francisco and BAWSCA. The report shall contain:

1. A statement that the Auditor has audited the report on the calculation of the Wholesale Revenue Requirement and changes in the balancing account, and supporting documents, prepared by San Francisco as required by Section 7.02.

2. A statement that the audit was conducted in accordance with auditing standards generally accepted in the United States of America, and that the audit provides a reasonable basis for its opinion.

3. A statement that in the Compliance Auditor's opinion the Wholesale Revenue Requirement was calculated by San Francisco in accordance with this Agreement and that the change in the balancing account shown in San Francisco's report was calculated as required by this Agreement and presents fairly, in all material respects, changes in and the balance due to (or from) the Wholesale Customers as of the end of the fiscal year under audit.

7.06. <u>Wholesale Customer Review</u>

A. One or more Wholesale Customers, or BAWSCA, may engage an independent certified public accountant (CPA) to conduct a review (at its or their expense) of San Francisco's calculation of the annual Wholesale Revenue Requirement and a review of changes in the balancing account.

B. If a Wholesale Customer or BAWSCA wishes such a review to be conducted it will provide written notice to SFPUC within 30 days of the date the Compliance Auditor's report is issued. The notice will identify the CPA or accounting/auditing firm that will conduct the review and the specific aspects of the Compliance Auditor's report that are the subject of the review. If more than one notice of review is received by the SFPUC, the requesting Wholesale Customers shall combine and coordinate their reviews and select a lead auditor to act on their behalf for the purposes of requesting documents and conducting on-site investigations.

C. San Francisco will cooperate with the CPA appointed by a Wholesale Customer or BAWSCA. This cooperation includes making requested records promptly available, making knowledgeable SFPUC personnel available to timely and truthfully answer the CPA's questions and directing the Compliance Auditor to cooperate with the CPA.

D. The Wholesale Customer's review shall be completed within 60 days after the date the Compliance Auditor's report is issued. At the conclusion of the review, representatives of San Francisco and BAWSCA shall meet to discuss any differences between them concerning San Francisco's compliance with Articles 5 or 6 of this Agreement during the preceding fiscal year or San Francisco's calculation of the Wholesale Revenue Requirement for the preceding fiscal year. If such differences cannot be resolved, the dispute shall be submitted to arbitration in accordance with Section 8.01.

Article 8. Other Agreements of the Parties

8.01. Arbitration and Judicial Review

A. **General Principles re Scope of Arbitration**. All questions or disputes arising under the following subject areas shall be subject to mandatory, binding arbitration and shall not be subject to judicial determination:

1. the determination of the Wholesale Revenue Requirement, which shall include both the calculations used in the determination and the variables used in those calculations;

2. the SFPUC's adherence to accounting practices and conduct of the Compliance Audit; and

3. the SFPUC's classification of new or omitted assets for purposes of determining the Wholesale Revenue Requirement.

All other questions or disputes arising under this Agreement shall be subject to judicial determination. Disputes about the scope of arbitrability shall be resolved by the courts.

B. **Demand for Arbitration**. If any arbitrable question or dispute should arise, any Wholesale Customer or the SFPUC may commence arbitration proceedings hereunder by service of a written Demand for Arbitration. Demands for arbitration shall set forth all of the issues to be arbitrated, the general contentions relating to those issues, and the relief sought by the party serving the Demand. Within 45 days after service of a Demand upon it, any Wholesale Customer or the SFPUC may serve a Notice of Election to become a party to the arbitration and a Response to the issues set forth in the Demand. The Response shall include the party's general contentions and defenses with respect to the claims made in the Demand, and may include any otherwise arbitrable claims, contentions and demands that concern the fiscal year covered by the Demand. If a timely Notice of Election and Response is not filed by any such entity, it shall not be a party to the arbitration but shall nonetheless be bound by the award of the arbitrator. If no party to this Agreement serves a timely Notice of Election and Response, the party seeking arbitration shall be entitled to the relief sought in its Demand for Arbitration without the necessity of further proceedings. Any claims not made in a Demand or Response shall be deemed waived.

If a Demand or Notice of Election is made by the SFPUC, it shall be served by personal delivery or certified mail to each Wholesale Customer at the address of such customer as set forth in the billing records of the SFPUC. If a Demand or Notice of Election is made by a Wholesale Customer, service shall be by certified mail or personal delivery to the General Manager, SFPUC, 525 Golden Gate Avenue, 13th Floor, San Francisco, California 94102, and to each of the other Wholesale Customers. If arbitration is commenced, the Wholesale Customers shall use their best efforts to formulate a single, joint position with respect thereto. In any event, with respect to the appointment of arbitrators, as hereinafter provided, all Wholesale Customers that take the same position as to the issues to be arbitrated shall jointly and collectively be deemed to be a single party.

C. **Limitations Period**. All Demands For Arbitration shall be served within twelve months of receipt by BAWSCA of the Wholesale Revenue Requirement Compliance Auditor's Report for that year. If a party fails to file a Demand within the time period specified in this subsection, that party waives all present and future claims with respect to the fiscal year in question. If no such Demand is served within the twelve month period specified above, the SFPUC's determination of the Wholesale Revenue Requirement for that year shall be final and conclusive. Whether any particular claim is barred by the twelve month limitations period provided for herein shall be for the arbitrator to determine. Prior to the expiration of the twelve month limitations period, the parties to the dispute may agree by written stipulation to extend the period by up to six additional months.

The Arbitrator may order the alteration or recalculation of underlying Water Enterprise and/or Hetch Hetchy Enterprise accounts or asset classifications. Such changes shall be used to calculate the Wholesale Revenue Requirement for the fiscal year in dispute and shall also be used to determine future Wholesale Revenue Requirements, if otherwise applicable, even though the existing entries in such accounts or the asset classifications, in whole or in part, predate the twelve month period described above, so long as a timely arbitration Demand has been filed in accordance with this subsection.

D. **Number and Appointment of Arbitrators**. All arbitration proceedings under this section shall be conducted by a single arbitrator, selected by the SFPUC and a designated representative of the Wholesale Customers or each group of Wholesale Customers that take the same position with respect to the arbitration, within 75 days after service of the Demand. If the parties to the arbitration cannot agree on an arbitrator within 75 days, any party may petition

the Marin County Superior Court for the appointment of an arbitrator pursuant to Code of Civil Procedure Section 1281.6 (or any successor provision).

E. **Guidelines for Qualifications of Arbitrators**. The Wholesale Customers and the SFPUC acknowledge that the qualifications of the arbitrator will vary with the nature of the matter arbitrated, but, in general, agree that such qualifications may include service as a judge or expertise in one or more of the following fields: public utility law, water utility rate setting, water system and hydraulic engineering, utility accounting methods and practices, and water system operation and management. The parties to the arbitration shall use their best efforts to agree in advance upon the qualifications of any arbitrator to be appointed by the Superior Court.

F. **Powers of Arbitrator; Conduct of Proceedings**

1. Except as provided in this section, arbitrations under this section shall be conducted under and be governed by the provisions of California Code of Civil Procedure Sections 1282.2 through 1284.2 (hereinafter, collectively, "Code sections"), and arbitrators appointed hereunder shall have the powers and duties specified by the Code sections.

2. Within the meaning of the Code sections, the term "neutral arbitrator" shall mean the single arbitrator selected by the parties to the arbitration.

3. Unless waived in writing by the parties to the arbitration, the notice of hearing served by the arbitrator shall not be less than 90 days.

4. The lists of witnesses (including expert witnesses), and the lists of documents (including the reports of expert witnesses) referred to in Code of Civil Procedure Section 1282.2 shall be mutually exchanged, without necessity of demand therefore, no later than 60 days prior to the date of the hearing, unless otherwise agreed in writing by the parties to the arbitration. Upon application of any party, or on his or her own motion, the arbitrator may schedule one or more prehearing conferences for the purposes of narrowing and/or expediting resolution of the issues in dispute. Strict conformity to the rules of evidence is not required, except that the arbitrator shall apply applicable law relating to privileges and work product. The arbitrator shall consider evidence that he or she finds relevant and material to the dispute, giving the evidence such weight as is appropriate. The arbitrator may limit testimony to exclude evidence that would be immaterial or unduly repetitive, provided that all parties are afforded the opportunity to present material and relevant evidence.

5. Within thirty days after the close of the arbitration hearing, or such other time as the arbitrator shall determine, the parties will submit proposed findings and a proposed remedy to the arbitrator. The parties may file objections to their adversary's proposed findings and remedy within a time limit to be specified by the arbitrator. The arbitrator shall not base his or her award on information not obtained at the hearing.

6. The arbitrator shall render a written award no later than twelve months after the arbitrator is appointed, either by the parties or by the court, provided that such time may be waived or extended as provided in Code of Civil Procedure Section 1283.8.

7. The provisions for discovery set forth in Code of Civil Procedure Section 1283.05 are incorporated into and made part of this Agreement, except that: (a) leave of the arbitrator need not be obtained for the taking of depositions, including the depositions of expert witnesses; (b) the provisions of Code of Civil Procedure Section 2034.010 et seq., relating to discovery of expert witnesses, shall automatically be applicable to arbitration proceedings arising under this Agreement without the necessity for a formal demand pursuant to Section 2034.210 and the date for the exchange of expert discovery provided by Sections 2034.260 and 2034.270 shall be not later than 60 days prior to the date for the hearing; and (c) all reports, documents, and other materials prepared or reviewed by any expert designated to testify at the arbitration shall be discoverable. In appropriate circumstances, the arbitrator may order any party to this Agreement that is not a party to the arbitration to comply with any discovery request.

8. For the purposes of allocation of expenses and fees, as provided in Code of Civil Procedure Section 1284.2, if any two or more Wholesale Customers join together in a single, joint position in the arbitration, those Wholesale Customers shall be deemed to be a single party. If any Wholesale Customer or customers join together with the SFPUC in a single joint position in the arbitration, those Wholesale Customers and the SFPUC together shall be deemed to be a single party.

9. Subject to any other limitations imposed by the Agreement, the arbitrator shall have power to issue orders mandating compliance with the terms of the Agreement or enjoining violations of the Agreement. With respect to any arbitration brought to redress a claimed wholesale overpayment to the SFPUC, the arbitrator's power to award monetary relief shall be limited to entering an order requiring that an adjustment be made in the amount posted to the balancing account for the fiscal year covered by the Demand.

10. All awards of the arbitrator shall be binding on the SFPUC and the Wholesale Customers regardless of the participation or lack thereof by any Wholesale Customer or the SFPUC as a party to the arbitration proceeding. The parties to an arbitration shall have the power to modify or amend any arbitration award by mutual consent. The arbitrator shall apply California law.

8.02. Attorneys' Fees

A. **Arbitration or Litigation Between San Francisco and Wholesale Customers Arising under the Agreement or Individual Water Sales Contracts**. Each party will bear its own costs, including attorneys' fees, incurred in any arbitration or litigation arising under this Agreement or the Individual Water Sales Contracts between San Francisco and the Wholesale Customers. Notwithstanding the foregoing, and subject to the limitations contained herein, the SFPUC may allocate to the Wholesale Customers as an allowable expense, utilizing the composite rate used for allocating other Water Enterprise administrative and general expenses, any attorneys' fees and costs incurred by the SFPUC in connection with arbitration and/or litigation arising under this Agreement and/or the Individual Water Sales Contracts. Attorneys' fees incurred by the SFPUC for attorneys employed in the San Francisco City Attorney's office shall be billed at the hourly rates charged for the attorneys in question by the San Francisco City Attorney's Office to the SFPUC. Attorneys' fees incurred by the SFPUC for attorneys other than those employed in the San Francisco City Attorney's Office shall be limited to the hourly rates charged to the SFPUC for attorneys and paralegals with comparable experience employed in the San Francisco City Attorney's office and in no event shall exceed the highest hourly rate charged by any attorney or paralegal employed in the City Attorney's Office to the SFPUC.

B. **Arbitration or Litigation Outside of Agreement Concerning the SFPUC Water System or Reserved Issues**

1. The attorneys' fees and costs incurred by the SFPUC in litigation between San Francisco and one or more of the Wholesale Customers arising from matters outside of the Agreement, including, without limitation, litigation and/or arbitration concerning the issues specifically reserved in the Agreement, shall be allocated between the Retail Customers and the Wholesale Customers utilizing the composite rate used for allocating other Water Enterprise administrative and general expenses.

2. If, in any litigation described in subsection B.1 above, attorneys' fees and costs are awarded to one or more of the Wholesale Customers as prevailing parties, the

SFPUC's payment of the Wholesale Customers' attorneys' fees and costs shall not be an allowable expense pursuant to subsection A.

3. If, in any litigation described in subsection B.1, the SFPUC obtains an award of attorneys' fees and costs as a prevailing party against one or more of the Wholesale Customers, any such award shall be reduced to offset the amount of the SFPUC's fees and costs, if any, that have already been paid by the Wholesale Customers in the current or any prior fiscal years pursuant to subsection B.1 and the provisions of Articles 5 and 6 of the Agreement.

4. Nothing contained in this Agreement, including this subsection, shall authorize a court to award attorneys' fees and costs to a prevailing party as a matter of contract and/or the provisions of Civil Code Section 1717, in litigation between San Francisco and one or more of the Wholesale Customers arising from matters outside of the Agreement, including, without limitation, litigation and/or arbitration concerning the issues specifically reserved in the Agreement.

C. **Attorneys Fees and Costs Incurred by the SFPUC in Connection with the Operation and Maintenance of the SFPUC Water Supply System**. All attorneys' fees and costs incurred by the SFPUC in connection with the operation and maintenance of the SFPUC's water supply system shall be allocated between Retail Customers and the Wholesale Customers utilizing the composite rate used for allocating other Water Enterprise administrative and general expenses.

8.03. Annual Meeting and Report

A. The parties wish to ensure that the Wholesale Customers may, in an orderly way, be informed of matters affecting the Regional Water System, including matters affecting the continuity and adequacy of their water supply from San Francisco.

For this purpose, the General Manager of the SFPUC shall meet annually with the Wholesale Customers and BAWSCA during the month of February, commencing February 2010. At these annual meetings, the SFPUC shall provide the Wholesale Customers a report on the following topics:

1. Capital additions under construction or being planned for the Regional Water System, including the status of planning studies, financing plans, environmental reviews, permit applications, etc.;

2. Water use trends and projections for Retail Customers and Wholesale Customers;

3. Water supply conditions and projections;

4. The status of any administrative proceedings or litigation affecting San Francisco's water rights or the SFPUC's ability to deliver water from the watersheds which currently supply the Regional Water System;

5. Existing or anticipated problems with the maintenance and repair of the Regional Water System or with water quality;

6. Projections of Wholesale Revenue Requirements for the next five years;

7. Any other topic which the SFPUC General Manager places on the agenda for the meeting;

8. Any topic which the Wholesale Customers, through BAWSCA, request be placed on the agenda, provided that the SFPUC is notified of the request at least 10 days before the meeting.

B. The General Manager of the SFPUC, the Assistant General Manager of the Water Enterprise, and the Assistant General Manager of Business Services-CFO will use their best efforts to attend the annual meetings. If one or more of these officers are unable to attend, they will designate an appropriately informed assistant to attend in their place.

8.04. <u>8.04 Administrative Matters Delegated to BAWSCA</u>

A. The Wholesale Customers hereby delegate the authority and responsibility for performing the following administrative functions contemplated in this Agreement to BAWSCA:

1. Approval of calculations of Proportional Annual Water Use required by Section 3.14 and Attachment J, "Water Use Measurement and Tabulation";

2. Approval of amendments to Attachments J and K-3 and K-4, "25-Year Payoff Schedules for Existing Rate Base";

3. Agreement that the Water Meter and Calibration Procedures Manual to be prepared by the SFPUC may supersede some or all of the requirements in Attachment J, as described in Section 3.14;

4. Conduct of Wholesale Customer review of SFPUC's calculation of annual Wholesale Revenue Requirement/Change in Balancing Account described in Section 7.06;

5. Approval of an adjustment to Wholesale Revenue Coverage as described in Section 6.06.

B. A majority of the Wholesale Customers may, without amending this Agreement, delegate additional administrative functions to BAWSCA. To be effective, such expanded delegation must be evidenced by resolutions adopted by the governing bodies of a majority of the Wholesale Customers. In 2014, all twenty-six Wholesale Customers adopted resolutions delegating authority to BAWSCA to initiate, defend and settle arbitration for the matters that, pursuant to Section 8.01 of this Agreement, are subject to mandatory, binding arbitration.

C. Unless otherwise explicitly stated, the administrative authority delegated to BAWSCA may be exercised by the General Manager/CEO of BAWSCA, rather than requiring action by the BAWSCA Board of Directors. In addition, the Wholesale Customers may, with the consent of BAWSCA, delegate to BAWSCA the initiation, defense, and settlement of arbitration proceedings provided for in Section 8.01.

8.05. <u>Preservation of Water Rights; Notice of Water Rights Proceedings</u>

A. It is the intention of San Francisco to preserve all of its water rights, irrespective of whether the water held under such water rights is allocated under this Agreement. Nothing in this Agreement shall be construed as an abandonment, or evidence of an intent to abandon, any of the water rights that San Francisco presently possesses.

B. San Francisco shall use its best efforts to give prompt notice to BAWSCA of any litigation or administrative proceedings to which San Francisco is a party involving water rights to the Regional Water System. The failure of San Francisco to provide notice as required by this section, for whatever reason, shall not give rise to any monetary liability.

8.06. <u>SFPUC Rules and Regulations</u>

The sale and delivery of all water under this Agreement shall be subject to such of the "Rules and Regulations Governing Water Service to Customers" of the Water Enterprise adopted by the Commission, as those rules and regulations may be amended from time to time, as are (1) applicable to the sale and delivery of water to the Wholesale Customers, (2) reasonable, and (3) not inconsistent with either this Agreement or with an Individual Water

Sales Contract. The SFPUC will give the Wholesale Customers notice of any proposal to amend the Rules and Regulations in a manner that would affect the Wholesale Customers. The notice will be delivered at least thirty days in advance of the date on which the proposal is to be considered by the Commission and will be accompanied by the text of the proposed amendment.

8.07. Reservations of, and Limitations on, Claims

A. **General Reservation of Raker Act Contentions**. The 1984 Agreement resolved a civil action brought against San Francisco by certain of the Wholesale Customers. Plaintiffs in that action contended that they, and other Wholesale Customers that are municipalities or special districts, were "co-grantees" within the meaning of Section 8 of the Act and were entitled to certain rights, benefits and privileges by virtue of that status. San Francisco disputed those claims.

Nothing in this Agreement, or in the Individual Water Sales Contracts, shall be construed or interpreted in any way to affect the ultimate resolution of the controversy between the parties concerning whether any of the Wholesale Customers are "co-grantees" under the Act and, if so, what rights, benefits and privileges accrue to them by reason of that claimed status.

B. **Claims Reserved but not Assertable During Term or Portions Thereof**. The following claims, which San Francisco disputes, are reserved but may not be asserted during the Term (or portions thereof, as indicated):

1. The Wholesale Customers' claim that the Act entitles them to water at cost.

2. The Wholesale Customers' claim that San Francisco is obligated under the Act or state law to supply them with additional water in excess of the Supply Assurance. This claim may not be asserted unless and until San Francisco decides not to meet projected water demands of Wholesale Customers in excess of the Supply Assurance pursuant to Section 4.06.

3. The claim by San Jose and Santa Clara that they are entitled under the Act, or any other federal or state law, to permanent, non-interruptible status and to be charged rates identical to those charged other Wholesale Customers. This claim may not be asserted unless and until San Francisco notifies San Jose or Santa Clara that it intends to interrupt or terminate water deliveries pursuant to Section 4.05.

4. he Wholesale Customers' claim that the SFPUC is not entitled to impose a surcharge for lost power generation revenues attributable to furnishing water in excess of the Supply Assurance. This claim may not be asserted unless and until SFPUC furnishes water in excess of the Supply Assurance during the Term and also includes such a surcharge in the price of such water.

5. Claims by Wholesale Customers (other than San Jose and Santa Clara, whose service areas are fixed) that SFPUC is obligated under the Act or state law to furnish water, within their Individual Supply Guarantee, for delivery to customers outside their existing service area and that Wholesale Customers are entitled to enlarge their service areas to supply those customers. Such claims may be asserted only after compliance with the procedure set forth in Section 3.03, followed by SFPUC's denial of, or failure for six months to act on, a written request by a Wholesale Customer to expand its service area.

C. **Waived Activities**. The Wholesale Customers (and the SFPUC, where specified) will refrain from the following activities during the Term (or portions thereof, as specified):

1. The Wholesale Customers and the SFPUC will not contend before any court, administrative agency or legislative body or committee that the methodology for determining the Wholesale Revenue Requirement (or the requirements for (a) amortization of the ending balance under the 1984 Agreement, or (b) contribution to the Wholesale Revenue Coverage) determined in accordance with this Agreement violates the Act or any other provision of federal law, state law, or San Francisco's City Charter, or is unfair, unreasonable or unlawful.

2. The Wholesale Customers will not challenge the transfer of funds by the SFPUC to any other San Francisco City department or fund, provided such transfer complies with the San Francisco City Charter. The transfer of its funds, whether or not permitted by the City Charter, will not excuse the SFPUC from its failure to perform any obligation imposed by this Agreement.

3. The Wholesale Customers and the SFPUC will not assert monetary claims against one another based on the 1984 Agreement other than otherwise arbitrable claims arising from the three fiscal years immediately preceding the start of the Term (i.e., FYs 2006-07, 2007-08 and 2008-09). Such claims, if any, shall be governed by the dispute resolution provisions of this Agreement, except that the time within which arbitration must be commenced shall be 18 months from delivery of the Compliance Auditor's report.

D. **Other**

1. This Agreement shall determine the respective monetary rights and obligations of the parties with respect to water sold by the SFPUC to the Wholesale Customers during the Term. Such rights and obligations shall not be affected by any judgments or orders issued by any court in litigation, whether or not between parties hereto, and whether or not related to the controversy over co-grantee status, except for arbitration and/or litigation expressly permitted in this Agreement. No judicial or other resolution of issues reserved by this section will affect the Wholesale Revenue Requirement which, during the Term, will be determined exclusively as provided in Articles 5, 6 and 7 of this Agreement.

2. Because delays in the budget process or other events may cause the SFPUC to defer the effective date of changes in wholesale rates until after the beginning of the fiscal year, this Agreement does not require the SFPUC to make changes in wholesale rates effective at the start of the fiscal year or at any other specific date.

3. he Wholesale Customers do not, by executing this Agreement, concede the legality of the SFPUC's establishing Interim Supply Allocations, as provided in Article 4 or imposing Environmental Enhancement Surcharges on water use in excess of such allocations. Any Wholesale Customer may challenge such allocation when imposed and/or such surcharges if and when levied, in any court of competent jurisdiction.

4. The furnishing of water in excess of the Supply Assurance by San Francisco to the Wholesale Customers shall not be deemed or construed to be a waiver by San Francisco of its claim that it has no obligation under any provision of law to supply such water to the Wholesale Customers, nor shall it constitute a dedication by San Francisco to the Wholesale Customers of such water.

8.08. Prohibition of Assignment

A. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective successors and permitted assigns. Each Wholesale Customer agrees that it will not transfer or assign any rights or privileges under this Agreement, either in whole or in part, or make any transfer of all or any part of its water system or allow the use thereof in any manner whereby any provision of this Agreement will not continue to be binding on it, its assignee or transferee, or such user of the system. Any assignment or transfer in violation of this covenant, and any assignment or transfer that would result in the supply of water in violation of the Act, shall be void.

B. Nothing in this section shall prevent any Wholesale Customer (except the California Water Service Company and Stanford) from entering into a joint powers agreement or a municipal or multi-party water district with any other Wholesale Customer (except the two listed above) to exercise the rights and obligations granted to and imposed upon the Wholesale Customers hereunder, nor shall this section prevent any Wholesale Customer (except the two listed above) from succeeding to the rights and obligations of another Wholesale Customer hereunder as long as the Wholesale Service Area served by the Wholesale Customers involved in the succession is not thereby enlarged.

8.09. <u>Notices</u>

A. All notices and other documents that San Francisco is required or permitted to send to the Wholesale Customers under this Agreement shall be sent to each and all of the Wholesale Customers by United States mail, first class postage prepaid, addressed to each Wholesale Customer at the address to which monthly water bills are mailed by the Water Enterprise.

B. All notices or other documents which the Wholesale Customers are required or permitted to send to San Francisco under this Agreement shall be sent by United States mail, first class postage prepaid, addressed as follows:

General Manager
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 13th Floor
San Francisco, CA 94123

C. Each Wholesale Customer is a member of BAWSCA. San Francisco shall send a copy of each notice or other document which it is required to send to all Wholesale Customers to BAWSCA addressed as follows:

General Manager/CEO
Bay Area Water Supply and Conservation Agency
155 Bovet Road, Suite 650
San Mateo, CA 94402

The failure of San Francisco to send a copy of such notices or documents to BAWSCA shall not invalidate any rate set or other action taken by San Francisco.

D. Any party (or BAWSCA) may change the address to which notice is to be sent to it under this Agreement by notice to San Francisco (in the case of a change desired by a Wholesale Customer or BAWSCA) and to the Wholesale Customer and BAWSCA (in the case of a change desired by San Francisco).

The requirements for notice set forth in Section 8.01 concerning arbitration shall prevail over this section, when they are applicable.

8.10. Incorporation of Attachments

Attachments A through R, referred to herein, are incorporated in and made a part of this Agreement.

8.11. Interpretation

In interpreting this Agreement, or any provision thereof, it shall be deemed to have been drafted by all signatories, and no presumption pursuant to Civil Code Section 1654 may be invoked to determine the Agreement's meaning. The marginal headings and titles to the sections and paragraphs of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

8.12. Actions and Approvals by San Francisco

Whenever action or approval by San Francisco is required or contemplated by this Agreement, authority to act or approve shall be exercised by the Commission, except if such action is required by law to be taken, or approval required to be given, by the San Francisco Board of Supervisors. The Commission may delegate authority to the General Manager in accordance with the San Francisco City Charter and Administrative Code, except for actions that this Agreement requires to be taken by the Commission.

8.13. Counterparts

Execution of this Agreement may be accomplished by execution of separate counterparts by each signatory. San Francisco shall deliver its executed counterpart to BAWSCA and the counterpart which each Wholesale Customer executes shall be delivered to San Francisco. The separate executed counterparts, taken together, shall constitute a single agreement.

8.14. Limitations on Damages

A. Unless otherwise prohibited by this Agreement, general or direct damages may be recovered for a breach of a party's obligations under this Agreement. No party is liable for, or may recover from any other party, special, indirect or consequential damages or incidental damages, including, but not limited to, lost profits or revenue. No damages may be awarded for a breach of Section 8.17.

B. The limitations in subsection A apply only to claims for damages for an alleged breach of this Agreement. These limitations do not apply to claims for damages for an alleged breach of a legal duty that arises independently of this Agreement, established by constitution or statute.

C. If damages would be an inadequate remedy for a breach of this Agreement, equitable relief may be awarded by a court in a case in which it is otherwise proper.

D. This section does not apply to any claim of breach for which arbitration is the exclusive remedy pursuant to Section 8.01.A.

8.15. Force Majeure

A. **Excuse from Performance**. No party shall be liable in damages to any other party for delay in performance of, or failure to perform, its obligations under this Agreement, including the obligations set forth in Sections 3.09 and 4.06, if such delay or failure is caused by a "Force Majeure Event."

B. **Notice**. The party claiming excuse shall deliver to the other parties a written notice of intent to claim excuse from performance under this Agreement by reason of a Force Majeure Event. Notice required by this section shall be given promptly in light of the circumstances, and, in the case of events described in (c), (d) or (e) of the definition of Force Majeure Event only, not later than ten (10) days after the occurrence of the Force Majeure Event. Such notice shall describe the Force Majeure Event, the services impacted by the claimed event, the length of time that the party expects to be prevented from performing, and the steps which the party intends to take to restore its ability to perform.

C. **Obligation to Restore Ability to Perform**. Any suspension of performance by a party pursuant to this section shall be only to the extent, and for a period of no longer duration

than, required by the nature of the Force Majeure Event, and the party claiming excuse shall use its best efforts to remedy its inability to perform as quickly as possible.

8.16. No Third-Party Beneficiaries

This Agreement is exclusively for the benefit of the parties and not for the benefit of any other Person. There are no third-party beneficiaries of this Agreement and no person not a party shall have any rights under or interests in this Agreement.

No party may assert a claim for damages on behalf of a person other than itself, including a person that is not a party.

8.17. Good Faith and Fair Dealing

San Francisco and the Wholesale Customers each acknowledge their obligation under California law to act in good faith toward, and deal fairly with, each other with respect to this Agreement.

Article 9. Implementation and Special Provisions Affecting Certain Wholesale Customers

9.01. 9.01 General; Individual Water Sales Contracts

A. As described in Section 1.03, San Francisco previously entered into Individual Water Sales Contracts with each of the Wholesale Customers. The term of the majority of Individual Water Sales Contracts will expire on June 30, 2009, concurrently with the expiration of the 1984 Agreement. Except as provided below in this Article, each of the Wholesale Customers will execute a new Individual Water Sales Contract with San Francisco concurrently with its approval of the Agreement.

B. The Individual Water Sales Contracts will describe the service area of each Wholesale Customer, identify the location and size of connections between the Regional Water System and the Wholesale Customer's distribution system, provide for periodic rendering and payment of bills for water usage, and in some instances contain additional specialized provisions unique to the particular Wholesale Customer and not of general concern or applicability. A sample Individual Water Sales Contract is provided at Attachment F. The Individual Water Sales Contracts between San Francisco and the Wholesale Customers will not contain any provision inconsistent with Articles 1 through 8 of this Agreement except (1) as provided below in this Article or (2) to the extent that such provisions are not in derogation of the Fundamental Rights of other Wholesale Customers under this Agreement. Any provisions in an Individual Water Sales Contract which are in violation of this section shall be void.

9.02. California Water Service Company

A. The parties recognize that the California Water Service Company is an investor-owned utility company and, as such, has no claim to co-grantee status under the Act, which specifically bars private parties from receiving for resale any water produced by the Hetch Hetchy portion of the Regional Water System. Accordingly, the following provisions shall apply to the California Water Service Company, notwithstanding anything to the contrary elsewhere in this Agreement.

B. The total quantity of water delivered by San Francisco to the California Water Service Company shall not in any calendar year exceed 47,400 acre feet, which is the estimated average annual production of Local System Water. If San Francisco develops additional Local System Water after the Effective Date, it may (1) increase the maximum

delivery amount stated herein; and (2) increase the Supply Assurance, but not necessarily both. San Francisco has no obligation to deliver water to California Water Service Company in excess of the maximum stated herein, except as such maximum may be increased by San Francisco pursuant to this subsection. The maximum annual quantity of Local System Water set forth in this subsection is intended to be a limitation on the total quantity of water that may be allocated to California Water Service Company, and is not an Individual Supply Guarantee for purposes of Section 3.02. The maximum quantity of Local System Water set forth in this subsection is subject to reduction in response to (1) changes in long-term hydrology or (2) environmental water requirements that may be imposed by or negotiated with state and federal resource agencies in order to comply with state or federal law or to secure applicable permits for construction of Regional Water System facilities. San Francisco shall notify California Water Service Company of any anticipated reduction of the quantity of Local System Water set forth in this subsection, along with an explanation of the basis for the reduction.

C. Notwithstanding anything in Section 8.08 to the contrary, California Water Service Company shall have the right to assign to a public agency having the power of eminent domain all or a portion of the rights of California Water Service Company under any contract between it and San Francisco applicable to any individual district of California Water Service Company in connection with the acquisition by such public agency of all or a portion of the water system of California Water Service Company in such district. In the event of any such assignment of all the rights, privileges and obligations of California Water Service Company under such contract, California Water Service Company shall be relieved of all further obligations under such contract provided that the assignee public agency expressly assumes the obligations of California Water Service Company thereunder. In the event of such an assignment of a portion of the rights, privileges and obligations of California Water Service Company under such contract, California Water Service Company shall be relieved of such portion of such obligations so assigned thereunder provided that the assignee public agency shall expressly assume such obligations so assigned to it.

D. Should California Water Service Company seek to take over or otherwise acquire, in whole or in part, the service obligations of another Wholesale Customer under Section 3.03.E, it will so inform San Francisco at least six months prior to the effective date of the sale and provide information concerning the total additional demand proposed to be served, in order that San Francisco may compare the proposed additional demand to the then-current estimate of Local System Water. In this regard, California Water Service Company has notified

the SFPUC that it has reached an agreement to acquire the assets of Skyline County Water District ("Skyline") and assume the responsibility for providing water service to customers in the Skyline service area. California Water Service Company has advised the SFPUC that, on September 18, 2008, the California Public Utilities Commission approved California Water Service Company's acquisition of Skyline. The SFPUC anticipates approving the transfer of Skyline's Supply Guarantee as shown on Attachment C to California Water Service Company and the expansion of California Water Service Company's service area to include the current Skyline service area before the Effective Date of this Agreement. All parties to this Agreement authorize corresponding modifications of Attachment C, as well as any of the Agreement's other provisions, to reflect the foregoing transaction without the necessity of amending this Agreement.

E. Nothing in this Agreement shall preclude San Francisco from selling water to any county, city, town, district, political subdivision, or other public agency for resale to customers within the service area of the California Water Service Company. Nothing in this Agreement shall require or contemplate any delivery of water to California Water Service Company in violation of the Act.

F. Nothing in this Agreement shall alter, amend or modify the Findings of Fact and Conclusions of Law and the Judgment dated May 25, 1961, in that certain action entitled City and County of San Francisco v. California Water Service Company in the Superior Court of the State of California in and for the County of Marin, No. 23286, as modified by the Quitclaim Deed from California Water Service Company to San Francisco dated August 22, 1961. The rights and obligations of San Francisco and California Water Service Company under these documents shall continue as therein set forth.

9.03. <u>City of Hayward</u>

A. San Francisco and the City of Hayward ("Hayward") entered into a water supply contract on February 9, 1962 ("the 1962 contract") which provides, inter alia, that San Francisco will supply Hayward with all water supplemental to sources and supplies of water owned or controlled by Hayward as of that date, in sufficient quantity to supply the total water needs of the service area described on an exhibit to the 1962 contract "on a permanent basis." The service area map attached as Exhibit C to the 1962 contract was amended in 1974 to remove an area of land in the Hayward hills and in 2008 to make minor boundary adjustments identified in SFPUC Resolution No. 08-0035.

B. The intention of the parties is to continue the 1962 contract, as amended, in effect as the Individual Water Sales Contract between San Francisco and Hayward. Accordingly, it shall not be necessary for San Francisco and Hayward to enter into a new Individual Water Sales Contract pursuant to this Article and approval of this Agreement by Hayward shall constitute approval of both this Agreement and an Individual Water Sales Contract for purposes of Section 1.03. The 1962 contract, as amended, will continue to describe the service area of Hayward, while rates for water delivered to Hayward during the Term shall be governed by Article 5 hereof. The 1962 contract, as amended, will continue in force after the expiration of the Term.

9.04. <u>Estero Municipal Improvement District</u>

A. San Francisco and the Estero Municipal Improvement District ("Estero") entered into a water supply contract on August 24, 1961, the term of which continues until August 24, 2011 ("the 1961 Contract"). The 1961 Contract provides, inter alia, that San Francisco will supply Estero with all water supplemental to sources and supplies of water owned or controlled by Estero as of that date, in sufficient quantity to supply the total water needs of the service area described on an exhibit to the 1961 Contract.

B. The intention of the parties is to terminate the 1961 Contract and replace it with a new Individual Water Sales Contract which will become effective on July 1, 2009. The new Individual Water Sales Contract will describe the current service area of Estero. The Individual Supply Guarantee applicable to Estero shall be 5.9 MGD, rather than being determined as provided in the 1961 Contract.

9.05. <u>Stanford University</u>

A. The parties recognize that The Board of Trustees of The Leland Stanford Junior University ("Stanford") operates a non-profit university, and purchases water from San Francisco for redistribution to the academic and related facilities and activities of the university and to residents of Stanford, the majority of whom are either employed by or students of Stanford. Stanford agrees that all water furnished by San Francisco shall be used by Stanford only for domestic purposes and those directly connected with the academic and related facilities and activities of Stanford, and no water furnished by San Francisco shall be used in any area now or hereafter leased or otherwise used for industrial purposes or for commercial purposes

other than those campus support facilities that provide direct services to Stanford faculty, students or staff such as the U.S. Post Office, the bookstore and Student Union.

Nothing in this Agreement shall preclude San Francisco from selling water to any county, city, town, political subdivision or other public agency for resale to Stanford or to customers within the service area of Stanford.

B. Notwithstanding anything in Section 8.08 to the contrary, Stanford shall have the right to assign to a public agency having the power of eminent domain all or a portion of the rights of Stanford under this Agreement or the Individual Water Sales Contract between it and San Francisco in connection with the acquisition by such public agency of all or a portion of Stanford's water system. In the event of any such assignment of all the rights, privileges, and obligations of Stanford under such contract, Stanford shall be relieved of all further obligations under such contract, provided that the assignee public agency expressly assumes Stanford's obligations thereunder. In the event of such an assignment of a portion of the rights, privileges, and obligations of Stanford under such contract, Stanford shall be relieved of such obligations so assigned thereunder, provided that the assignee public agency shall expressly assume such obligations so assigned to it.

Nothing in this Agreement shall require or contemplate any delivery of water to Stanford in violation of the Act.

9.06. <u>City of San Jose and City of Santa Clara</u>

A. **<u>Continued Supply on Temporary, Interruptible Basis</u>**. During the term of the 1984 Agreement, San Francisco provided water to the City of San Jose ("San Jose") and the City of Santa Clara ("Santa Clara") on a temporary, interruptible basis pursuant to SFPUC Resolution No. 85-0256. Subject to termination or reduction of supply as provided in Section 4.05 of this Agreement, San Francisco will continue to supply water to San Jose and Santa Clara on a temporary, interruptible basis pending a decision by the Commission, pursuant to Section 4.05.H, as to whether to make San Jose and Santa Clara permanent customers of the Regional Water System. San Francisco will furnish water to San Jose and Santa Clara at the same rates as those applicable to other Wholesale Customers pursuant to this Agreement. Water delivered to San Jose and Santa Clara after July 1, 2009 may be limited by the SFPUC's ability to meet the full needs of all its other Retail and Wholesale Customers. The service areas of San Jose and Santa Clara set forth in their Individual Water Sales Contracts may not be

expanded using the procedure set forth in Section 3.03. The combined annual average water usage of San Jose and Santa Clara shall not exceed 9 MGD. The allocation of that total amount between San Jose and Santa Clara shall be as set forth in their Individual Water Sales Contracts.

B. **Reservation of Rights**. In signing this Agreement, neither San Jose nor Santa Clara waives any of its rights to contend, in the event that San Francisco (1) elects to terminate or interrupt water deliveries to either or both of the two cities prior to 2028 using the process set forth in Section 4.05, or (2) does not elect to take either city on as a permanent customer in 2028, that it is entitled to permanent customer status, pursuant to the Act or any other federal or state law. Santa Clara's reservation of rights is limited to its existing Service Area A, as shown on Attachment Q-2. Service Area B, south of Highway 101, was added in 2018 solely for the operational convenience of Santa Clara. Santa Clara waives its right to make claims described in this Section 9.06.B and Section 8.07.B.3 with respect to Service Area B. In signing this Agreement, San Francisco does not waive its right to deny any or all such contentions.

9.07. City of Brisbane, Guadalupe Valley Municipal Improvement District, Town of Hillsborough

A. The parties acknowledge that San Francisco has heretofore provided certain quantities of water to the City of Brisbane ("Brisbane"), Guadalupe Valley Municipal Improvement District ("Guadalupe") and the Town of Hillsborough ("Hillsborough") at specified rates or without charge pursuant to obligations arising out of agreements between the predecessors of San Francisco and these parties, which agreements are referred to in judicial orders, resolutions of the SFPUC and/or the 1960 contracts between San Francisco and Brisbane, Guadalupe and Hillsborough. The parties intend to continue those arrangements and accordingly agree as follows:

1. Nothing in this Agreement is intended to alter, amend or modify the terms of SFPUC Resolution No. 74-0653 or the indenture of July 18, 1908 between the Guadalupe Development Company and the Spring Valley Water Company.

2. Nothing in this Agreement is intended to alter, amend or modify the Findings of Fact and Conclusions of Law and Judgment dated May 25, 1961 in that certain action entitled City and County of San Francisco v. Town of Hillsborough in the Superior Court of the State of California in and for the County of Marin, No. 23282, as modified by the Satisfaction of Judgment filed October 23, 1961 and the Compromise and Release between

Hillsborough and San Francisco dated August 22, 1961. The rights and obligations of Hillsborough under these documents shall continue as therein set forth.

3. Nothing in this Agreement is intended to affect or prejudice any claims, rights or remedies of Guadalupe or of Crocker Estate Company, a corporation, or of Crocker Land Company, a corporation, or of San Francisco, or of their successors and assigns, respectively, with respect to or arising out of that certain deed dated May 22, 1884, from Charles Crocker to Spring Valley Water Works, a corporation, recorded on May 24, 1884, in Book 37 of Deeds at page 356, Records of San Mateo County, California, as amended by that certain Deed of Exchange of Easements in Real Property and Agreement for Trade in Connection Therewith, dated July 29, 1954, recorded on August 4, 1954, in Book 2628, at page 298, Official Records of said San Mateo County, or with respect to or arising out of that certain action involving the validity or enforceability of certain provisions of said deed entitled City and County of San Francisco v. Crocker Estate Company, in the Superior Court of the State of California in and for the County of Marin, No. 23281.

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Attachment A - Definitions

"1984 Agreement" refers to the 1984 Settlement Agreement and Master Water Sales Contract between the City and County of San Francisco and certain Suburban Purchasers in San Mateo County, Santa Clara County and Alameda County, which expires on June 30, 2009.

"Act" refers to the Raker Act, 38 Stat. 242, the Act of Congress, enacted in 1913, that authorized the construction of the Hetch Hetchy system on federal lands.

"Adjusted Proportional Annual Use" means the respective percentages of annual water use, as adjusted to reflect deliveries of water by the Hetch Hetchy Enterprise to outside City Retail Customers. The adjustment is calculated each year as described in Section B of Attachment J and is shown on lines 18 and 19 of Table 1 of that Attachment.

"Agreement" refers to this Water Supply Agreement, by and among San Francisco and the Wholesale Customers who approve this Agreement in accordance with Section 1.03.

"BAWSCA" refers to the Bay Area Water Supply and Conservation Agency established pursuant to Division 31 of the California Water Code (Water Code §§81300-81461) or its successor and permitted assigns.

"CEQA" refers to the California Environmental Quality Act found at §§21000 et seq. of the Public Resources Code and the Guidelines for the California Environmental Quality Act found at §§15000 et seq. of Title 14 of the California Code of Regulations, as amended from time to time.

"Commission" means the governing board of the SFPUC, whose members, as of the date of this Agreement, are appointed by the Mayor of San Francisco and confirmed by the San Francisco Board of Supervisors.

"Compliance Audit" refers to the annual audit of the Wholesale Revenue Requirement by the Compliance Auditor required by Sections 7.03 through 7.05.

"Compliance Auditor" refers to the independent certified public accountant chosen by the San Francisco Controller to conduct each fiscal year's audit of the SFPUC's calculation of the Wholesale Revenue Requirement as provided in Section 7.03.B.

“Countywide Cost Allocation Plan” refers to the full costs of the Water and Hetch Hetchy Enterprises’ prorated share of San Francisco city government expenses that are not directly billed to city departments, as determined by the Controller of the City and County of San Francisco.

“Debt Service” means principal and interest paid during a fiscal year on Indebtedness incurred by the SFPUC for the 2006 Revenue Bonds, Series A, and subsequently issued Indebtedness (exclusive of 2006 Revenue Bonds Series B and C), the proceeds of which are used or are scheduled to be used for the acquisition or construction of New Regional Assets or to refund such Indebtedness.

“Direct Retail” refers to Regional Water System capital or operating expenditures that are incurred to provide water service solely to Retail Customers.

“Direct Wholesale” refers to Regional Water System capital or operating expenditures that are incurred to provide water service solely to one or more Wholesale Customers.

“Drought” means a water shortage caused by lack of precipitation, as reflected in resolutions of the Commission calling for voluntary or mandatory water rationing based on evaluation of water stored or otherwise available to the Regional Water System, whether or not the Commission declares a water shortage emergency pursuant to Water Code §§ 350 et seq., as amended from time to time.

“Effective Date” refers to the date this Agreement will become effective in accordance with the terms of Section 1.03.

“Emergency” means a sudden, non-drought event, such as an earthquake, failure of Regional Water System infrastructure or other catastrophic event or natural disaster that results in an insufficient supply of water available to the Retail or Wholesale Service Areas for basic human consumption, firefighting, sanitation, and fire protection.

“Encumbrance” or **“Encumber”** refers to the process by which the City Controller certifies the availability of amounts previously appropriated by the Commission for specifically identified SFPUC capital projects performed either by third parties or through work orders to other City departments.

“Environmental Enhancement Surcharge” means the surcharge to be imposed by the SFPUC on individual parties to this Agreement whose use exceeds their Interim Supply Allocation when the collective use of water by all parties to this Agreement is in excess of the Interim Supply Limitation.

“ERRP” refers to a SFPUC document entitled *Emergency Response and Recovery Plan: Regional Water System* (“ERRP”) dated August 23, 2003, and updated November 2006.

“Excess Use Charges” are monthly charges set by the SFPUC, in the form of multipliers, that are applied to the Wholesale Customer water rates during times of mandatory rationing if a Wholesale Customer's water usage is greater than its shortage allocation. Excess Use Charges are further described in Section 4 of the Tier 1 Shortage Plan (Attachment H).

“Existing Assets” refers to Regional and Hetch Hetchy Water-Only and Water-Related capital assets plant in service as of June 30, 2009.

“Existing System Assets” refers to all Water Enterprise and Hetch Hetchy Enterprise assets and assets that are components of, or appurtenances thereto. Existing Assets are a subset of the Existing System Assets for repayment of capital costs under Section 5.03.

“Existing Facilities” means those wells and associated infrastructure owned by the Participating Pumpers and in existence as of the effective date of the Project Operating Agreement, and any replacements of Existing Facilities irrespective of location.

“Force Majeure Event” means an event not the fault of, and beyond the reasonable control of, the party claiming excuse which makes it impossible or extremely impracticable for such party to perform obligations imposed on it by this Agreement, by virtue of its effect on physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an “act of God” such as an earthquake, flood, earth movement, or similar catastrophic event, (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event, (c) a strike, work stoppage, picketing or similar concerted labor action, (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain essential materials after diligent and timely efforts; or (e) an order or regulation issued by a federal or state regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date.

“Fundamental Rights” of Wholesale Customers are their status as parties to this Agreement, their allocation of water recognized in Section 3.02, their protection against arbitrary, unreasonable, or unjustly discriminatory rates provided in Section 6.04, and any specific rights described in Article 9.

“Groundwater Storage and Recovery Project” refers to a WSIP project for groundwater storage and recovery in the Southern portion of the Westside Basin approved in SFPUC Resolution No. 14-0127 dated August 12, 2014.

“Hetch Hetchy Enterprise” refers to Hetch Hetchy Water and Power Enterprise, a SFPUC operating department.

“In Lieu Water” refers to Regional Water System water, subject to the limitations set forth in Section 9.02 of this Agreement for water delivered to California Water Service Company, that the SFPUC delivers at no charge on an interruptible basis to the Participating Pumpers, to replace groundwater that the Participating Pumpers refrain from pumping using their Existing Facilities during storage periods under the Project Operating Agreement.

“Include” and its variants mean “including but not limited to” whenever used in this Agreement, regardless of whether or not it is capitalized.

“Indebtedness” includes revenue bonds, bond anticipation notes, certificates of participation (excluding certificates of participation towards which SFPUC contributes debt service as an operating expense), and commercial paper.

“Individual Water Sales Contract” refers to the contracts between each Wholesale Customer and San Francisco contemplated in Section 9.01 that details customer-specific matters such as location of service connections, service area maps and other matters specific to that customer.

“Individual Supply Guarantee” refers to each Wholesale Customer’s share of the Supply Assurance, as shown in Attachment C.

“Interim Supply Allocation” refers to each Wholesale Customer’s share, to be established by the SFPUC pursuant to Section 4.02, of the Interim Supply Limitation.

“Interim Supply Limitation” refers to the 265 MGD annual average limitation on water deliveries until December 31, 2018 from Regional Water System watersheds imposed by the SFPUC in its approval of the WSIP in Resolution Number 08-0200 dated October 30, 2008.

“Irrigation Well Owners” refers to the Hills of Eternity, Home of Peace, and Salem Cemetery; Eternal Home Cemetery; Woodlawn Cemetery; Holy Cross Cemetery; Italian Cemetery; Olivet Cemetery; Cypress Lawn Cemetery; and the California Golf Club, located within the Southern portion of the Westside Basin.

“Irrigation Well Owner Replacement Water” refers to water supplied by the Regional Water System delivered on a standby basis by the SFPUC, or wheeled through California Water Service Company's South San Francisco District System, for delivery to Irrigation Well Owners as may be necessary under the MMRP.

“Joint,” when used in connection with Hetch Hetchy Enterprise assets or expenses, refers to assets used or expenses incurred in providing both water supply (“Water-Related”) and in the generation and transmission of electrical energy (“Power-Related”).

“Level of Service Goals and Objectives” refers to the “Phased WSIP Goals and Objectives” adopted by the Commission in Resolution No. 08-0200 dated October 30, 2008 as part of the approval of the WSIP and any amendments that may be adopted by the Commission.

“Local System Water” refers to Regional Water System water supplies developed in San Mateo, Alameda and Santa Clara Counties or otherwise not produced by the Hetch Hetchy Enterprise under rights of way granted by the Raker Act.

“MGD” refers to an average flow rate of one million gallons per day over a specific time period, often a year. For example, one MGD is equal to 365 million gallons per year or 1,120 acre feet per year.

“Mitigation, Monitoring and Reporting Program or **“MMRP”** refers to the CEQA required program of mitigation and monitoring adopted by the SFPUC as part of Groundwater Storage and Recovery Project approval in Resolution No. 14-0127.

“Net Annual Debt Service” refers to debt service less payments made from proceeds of Indebtedness (e.g., capitalized interest), earnings on bond proceeds (e.g., reserve fund

earnings) used to pay Debt Service, and interest paid from renewed commercial paper, or from reserve fund liquidation.

"New Assets" refers to Regional and Hetch Hetchy Water-Only and Water-Related capital assets added to Regional Water System plant in service after June 30, 2009.

"New Regional Assets" refers to New Assets placed in service on or after July 1, 2009 that are used and useful in delivering water to Wholesale Customers. The following four categories comprise New Regional Assets:

1. Water Enterprise Regional Assets
2. Water Enterprise Direct Wholesale Assets
3. Hetch Hetchy Water Only Assets
4. Water-Related portion (45 percent) of Hetch Hetchy Joint Assets

"Participating Pumpers" refers to the Wholesale Customers pumping groundwater who are parties to the Project Operating Agreement; specifically, the cities of Daly City and San Bruno and the California Water Service Company, South San Francisco Service Area.

"Participating Pumper Replacement Water" refers to the quantity of Regional Water System water that may be made available by the SFPUC to some or all of the Participating Pumpers in accordance with Section 4.7 of the Project Operating Agreement.

"Power-Only," when used with reference to Hetch Hetchy Enterprise capital costs and operating and maintenance expenses, means capital costs and expenses that are incurred solely for the construction and operation of assets used to generate and transmit electrical energy.

"Power-Related" refers to the power related portion (55%) of Joint Hetch Hetchy Enterprise assets or expenses.

"Prepayment" refers to payments of principal and interest amounts not due in the year the prepayment is made, as described in Section 5.03.

"Project Facility or Facilities" refers to all Groundwater Storage and Recovery Project assets, such as Project wells and all related fixed assets (e.g., real property, water treatment, connecting pipelines) that are acquired or constructed by the SFPUC pursuant to the Project

Operating Agreement and operated as Regional Water System assets for the allocation of capital costs and operation and maintenance expenses under this Agreement.

"Project Operating Agreement" refers to the "Agreement for Groundwater Storage and Recovery from the Southern Portion of the Westside Groundwater Basin by and among the San Francisco Public Utilities Commission, the City of Daly City, the City of San Bruno, and California Water Service Company," dated as of December 16, 2014.

"Proportional Annual Use" means the shares of deliveries from the Regional Water System used by City Retail Customers and by the Wholesale Customers in a fiscal year, expressed as a percentage. The percentages of annual use are calculated each year as described in Section B of Attachment J and are shown on lines 10 and 11 of Table 1 of that Attachment.

"Proportional Water Use" refers the general principle of allocating Regional Water System costs based on the relative purchases of water by Retail and Wholesale Customers.

"Regional," when used with reference to Water Enterprise capital assets and operating expenses, refers to assets and expenses that benefit Wholesale and Regional Customers.

"Regional Water System" means the water storage, transmission and treatment system operated by the SFPUC in Tuolumne, Stanislaus, San Joaquin, Alameda, Santa Clara, San Mateo and San Francisco counties, including projects constructed under the WSIP, but excluding Direct Retail and Direct Wholesale assets.

"Retail Customers" means any customer that purchases water from San Francisco that is not a Wholesale Customer, whether located inside or outside of San Francisco.

"Retail Service Area" means the areas where SFPUC sells water to Retail Customers.

"Retail Water" means water sold by the SFPUC to its Retail Customers within and outside San Francisco.

"San Francisco" refers to the City and County of San Francisco.

"SFPUC" refers to the San Francisco Public Utilities Commission as an operating department of San Francisco, the General Manager of which reports to the Commission.

“SFPUC Bureaus” refers to the portions of the SFPUC that provide support services to the SFPUC Operating Departments. These presently consist of the General Manager’s Office, Business Services, and External Affairs.

“SFPUC Operating Departments” refers to the Water, Hetch Hetchy and Wastewater Program Enterprises under the control and management of the SFPUC pursuant to the San Francisco Charter.

“SFPUC Storage Account” refers to the book account maintained by the SFPUC showing the amount of water stored in the Southern Westside Basin pursuant to the Project Operating Agreement.

“Shared Facilities” refers to an Existing Facility that is owned by a Participating Pumper, as upgraded through the expenditure of Regional capital costs under Section 5.04 of this Agreement and operated in part as a Project Facility.

“Substantially Expended”: A bond issue series is substantially expended when 98% of the proceeds and investment earnings contributed to the project fund have been expended.

“Supply Assurance” means the 184 MGD maximum annual average metered supply of water dedicated by San Francisco to public use in the Wholesale Service Area (not including San Jose and Santa Clara) in the 1984 Agreement and Section 3.01 of this Agreement.

“Target Balance,**”** for purposes of determining the Wholesale Capital Fund unencumbered balance under Section 6.08.E and amended Attachment M-3 beginning in FY 2018-19, means the sum of (i) the current year (FY 2018-19) wholesale share of the revenue funded capital appropriation for New Regional Assets pursuant to Section 5.04.B times the quotient of 4 divided by 5; plus (ii) the wholesale appropriation for the prior year (FY 2017-18) times the quotient of 3 divided by 5; plus (iii) the wholesale appropriation for the 2nd year prior (FY 2016-17) times the quotient of 2 divided by 5; plus (iv) the wholesale appropriation for the third year prior (FY 2015-16) times the quotient of 1 divided by 5. Such appropriations shall take into account any de-appropriations and/or reimbursements from bond proceeds or other sources. The fiscal years in parentheses used in this definition are for illustration purposes only.

“Term” means the 25-year term commencing July 1, 2009, including one or both 5-year extensions authorized by Section 2.02.A and B.

“Tier 1 Shortage Plan” refers to the Water Shortage Allocation Plan (Attachment H) adopted by the SFPUC and the Wholesale Customers in conjunction with this Agreement describing the method for allocating water between the SFPUC and the Wholesale Customers collectively for shortages of up to 20% of deliveries from the Regional Water System, as amended from time-to-time.

“Water Enterprise” refers to the San Francisco Water Department (SFWD), an SFPUC Operating Department.

“Water Management Charge” refers to the charge collected by San Francisco on behalf of BAWSCA for local water resource development in the Wholesale Service Area pursuant to Section 3.06 of this Agreement.

“Water-Only,” when used with reference to Hetch Hetchy Enterprise capital costs and operating and maintenance expenses, means capital costs and expenses that are incurred solely for the construction and operation of assets used to protect water quality or to provide for the delivery of water for consumptive purposes.

“Water-Related” refers to the water related portion (45%) of Joint Hetch Hetchy Enterprise assets or expenses.

“Water Supply Development Report” refers to the annual report prepared pursuant to Section 4.05, and submitted to the Commission for purposes of estimating whether Regional Water System demand will be within the Interim Supply Limitation by June 30, 2018.

“Wheeling Statute” refers to Article 4 of Chapter 11 of the California Water Code, as amended from time to time.

“Wholesale Capital Fund” is the account established by the SFPUC for deposit of Wholesale Customer revenue that is used to fund the wholesale share of revenue-funded New Regional Assets, as described in Section 6.08.

“Wholesale Customer” or “Customers” means one or more of the 26 water customers identified in Section 1.02 that are contracting for purchase of water from San Francisco pursuant to this Agreement.

“Wholesale Revenue Coverage” refers to the additional dollar amount included in wholesale rates each fiscal year that is charged to Wholesale Customers by the SFPUC for their proportionate share of Debt Service coverage under Section 6.06.A.

“Wholesale Revenue Coverage Reserve” refers to the account established by the SFPUC for deposit of Wholesale Revenue Coverage under Section 6.06.B.

“Wholesale Revenue Requirement” means the calculated Wholesale Customer portion of SFPUC Regional Water System capital and operating costs as determined in accordance with the provisions of Article 5 of this Agreement, formerly called the “Suburban Revenue Requirement” in the 1984 Agreement.

“Wholesale Service Area” means the combined service areas of the Wholesale Customers, as delineated on the service area maps attached to each Individual Water Sales Contract.

“WSIP” refers to the Water System Improvement Program approved by the Commission in Resolution No. 08-0200 on October 30, 2008, as amended from time to time.

ATTACHMENT B

WHOLESALE CUSTOMER REGIONAL WATER SYSTEM PURCHASES FY 2007-2008*

(To determine 75% approval process for Section 1.02)

WHOLESALE CUSTOMER	*MGD*
Alameda County Water District	12.90
California Water Service Company	37.72
City of Brisbane	0.23
City of Burlingame	4.50
City of Daly City	4.49
City of East Palo Alto	2.16
City of Hayward	19.33
City of Menlo Park	3.69
City of Millbrae	2.46
City of Milpitas	6.95
City of Mountain View	10.51
City of Palo Alto	12.72
City of Redwood City	11.01
City of San Bruno	1.86
City of San Jose	4.80
City of Santa Clara	3.49
City of Sunnyvale	10.52
Coastside County Water District	2.08
Estero Municipal Improvement District	5.51
Guadalupe Valley Municipal Improvement District	0.40
Mid-Peninsula Water District	3.25
North Coast County Water District	3.25
Purissima Hills Water District	2.31
Skyline County Water District	0.16
Stanford University	2.31
Town of Hillsborough	3.83
Westborough Water District	0.95
Total	173.39

*Source: SFPUC Commercial Division Records
Note: FY 2007-2008 was a Leap Year with 366 days.

ATTACHMENT C

INDIVIDUAL SUPPLY GUARANTEES

WHOLESALE CUSTOMER	(1) 100 Cubic Feet (per year)[1]	(2) Million Gallons Per Day (MGD)[1]
Alameda County Water District	6,714,439	13.760
California Water Service Company[2]	17,320,807	35.499
City of Brisbane	224,435	0.460
City of Burlingame	2,553,753	5.234
City of Daly City	2,094,386	4.292
City of East Palo Alto	1,689,713	3.463
City of Menlo Park	2,174,231	4.456
City of Millbrae	1,538,120	3.152
City of Milpitas	4,504,533	9.232
City of Mountain View	6,079,715	12.460
City of Palo Alto	8,087,730	16.575
City of Redwood City	5,333,115	10.930
City of San Bruno	1,583,899	3.246
City of Sunnyvale	6,138,122	12.580
Coastside County Water District	1,061,453	2.175
Estero Municipal Improvement District	2,878,807	5.900
Guadalupe Valley Municipal Improvement District	254,436	0.521
Mid-Peninsula Water District	1,898,707	3.891
North Coast County Water District	1,872,928	3.838
Purissima Hills Water District	792,832	1.625
Skyline County Water District	88,537	0.181
Stanford University	1,479,764	3.033
Town of Hillsborough	1,995,644	4.090
Westborough Water District	644,172	1.320
Total:[3]	79,004,278	161.913

Footnotes:

1. 100 Cubic feet per year = Million Gallons per Day / 0.00000204946. Figures in column (1) are calculated using unrounded MGD values and are more precise than the figures listed in column (2)
2. Includes quantities from Los Trancos County Water District and Palomar Park Water District.
3. Total does not equal sum of MGD figures due to rounding. Total is not 184 MGD because the table does not include the City of Hayward. Cordilleras Mutual Water Association is not a party to this Agreement, but it has its own Supply assurance of 3,007 hundred cubic feet (CCF).

ATTACHMENT D

PROCEDURE FOR PRO-RATA REDUCTION OF WHOLESALE CUSTOMERS' INDIVIDUAL SUPPLY GUARANTEES (SECTION 3.02).

The 23 wholesale customers listed on Attachment C have individual Supply Guarantees that total approximately 161.9 MGD.

If the amount of water purchased from SFPUC by Hayward exceeds 22.1 MGD for three consecutive fiscal years, the individual Supply Guarantees of each of those 23 wholesale customers will be reduced as described below.

STEP ONE:

Obtain the average annual excess purchases during the three fiscal year period. For example, assume Hayward uses 25.0 MGD, 24.2 MGD and 26.0 MGD in three consecutive years. The average annual excess use for that period is 2.9 MGD; calculated as follows:

$$\frac{[25.0\text{ MGD} + 24.2\text{ MGD} + 26.0\text{ MGD}]}{3} + 161.9\text{ MGD} = 186.9\text{ MGD}$$

$$186.9\text{ MGD} - 184.0\text{ MGD} = 2.9\text{ MGD}$$

STEP TWO:

Allocate the excess purchases among the 23 Wholesale Customers in proportion to each customer's Supply Guarantee as a percentage of the total Supply Guarantees (161.9 MGD as of FY 2009-10).

For example, assume that Wholesale Customer A's Supply Guarantee is 12.0 MGD. Wholesale Customer A's percentage share of the total individual supply guarantees is 0.074, calculated as follows:

$$\frac{12.0\text{ MGD}}{161.9\text{ MGD}} = 0.074$$

and its share of the excess use is 0.22 MGD, calculated as follows:

2.9 MGD x 0.074 = 0.22 MGD

STEP THREE:

Determine Wholesale Customer's adjusted Supply Guarantee by subtracting the result of Step Two from the Wholesale Customer's Supply Guarantee:

12 MGD - 0.22 MGD = 11.78 MGD

* * * * * * * * * * *

Adjustments will be made at intervals comprised of distinct three-year periods of use by Hayward in excess of 22.1 MGD rather than overlapping periods. For example, assuming that the first adjustment were to occur in FY 2014-15 (based on use during FY 2011-12, FY 2012-13 and FY 2013-14), a second adjustment will not occur earlier than three full fiscal years thereafter (i.e., FY 2017-18, based on use by Hayward in FY 2014-15, FY 2015-16 and FY 2016-17). The figures used in the second and subsequent adjustments will reflect previous adjustments. For example, a second adjustment will use 158.9 MGD as the total of individual Supply Guarantees (161.6 MGD - 2.7 MGD = 158.9 MGD).

For purposes of simplicity, the volumetric units used in the foregoing example are MGD. For actual adjustment calculations, the unit employed will be hundreds of cubic feet ("ccf"), the unit by which the SFPUC measures water deliveries for billing purposes.

The procedure described and illustrated above is independent of and unrelated to the establishment by the SFPUC of Interim Supply Limitations described in Article 4.

ATTACHMENT E

MINIMUM ANNUAL PURCHASE QUANTITIES

(Section 3.07.C)

AGENCY	MINIMUM ANNUAL PURCHASE QUANTITY (IN MGD)
Alameda County Water District	7.648
City of Milpitas	5.341
City of Mountain View	8.930
City of Sunnyvale	8.930

ATTACHMENT F

WATER SALES CONTRACT

This Contract, dated as of _____, 2009, is entered into by and between the City and County of San Francisco ("San Francisco") and

_____

_____ ("Customer").

RECITALS

San Francisco and the Customer have entered into a Water Supply Agreement ("WSA"), which sets forth the terms and conditions under which San Francisco will continue to furnish water for domestic and other municipal purposes to Customer and to other Wholesale Customers. The WSA contemplates that San Francisco and each individual Wholesale Customer will enter into an individual contract describing the location or locations at which water will be delivered to each customer by the San Francisco Public Utilities Commission ("SFPUC"), the customer's service area within which water so delivered is to be sold, and other provisions unique to the individual purchaser. This Water Sales Contract is the individual contract contemplated by the WSA.

AGREEMENTS OF THE PARTIES

1. Incorporation of the WSA

The terms and conditions of the WSA are incorporated into this Contract as if set forth in full herein.

2. Term

Unless explicitly provided to the contrary in Article 9 of the WSA, the term of this Contract shall be identical to that provided in Section ___ of the WSA.

3. Service Area

Water delivered by San Francisco to the Customer may be used or sold within the service area shown on the map designated Exhibit A attached hereto. Except as provided in Section ___ of the WSA, Customer shall not deliver or sell any water provided by San Francisco outside of this area without the prior written consent of the General Manager of the SFPUC.

4. Location and Description of Service Connections

Sale and delivery of water to Customer will be made through a connection or connections to the SFPUC Regional Water System at the location or locations shown on Exhibit A attached hereto and with the applicable present account number, description, connection size, and meter size shown on Exhibit B attached hereto.

5. Interties With Other Systems.

Customer maintains interties with neighboring water systems at the location or locations shown on Exhibit A attached hereto and with the connection size(s) as shown on Exhibit C attached hereto.

6. Billing and Payment

San Francisco shall compute the amounts of water delivered and bill Customer therefor on a monthly basis. The bill shall show the separate components of the charge (e.g., service, consumption, demand). Customer shall pay the amount due within thirty (30) days after receipt of the bill.

If Customer disputes the accuracy of any portion of the water bill it shall (a) notify the General Manager of the SFPUC in writing of the specific nature of the dispute and (b) pay the undisputed portion of the bill within thirty (30) days after receipt. Customer shall meet with the General Manager of the SFPUC or a delegate to discuss the disputed portion of the bill.

7., 8., 9... Other Specialized Provisions

[Certain Wholesale Customers will require additional provisions in their individual contracts addressed to issues such as minimum and/or maximum water delivery quantities, prior authorized wheeling arrangements, maximum expansion of the service area, etc. These and other provisions addressing issues unique to the particular Wholesale Customer may be added here, subject to the provisions of Section 9.01 of the WSA.]

IN WITNESS WHEREOF, the parties hereto have executed this Contract, to become effective upon the effectiveness of the WSA, by their duly authorized representatives.

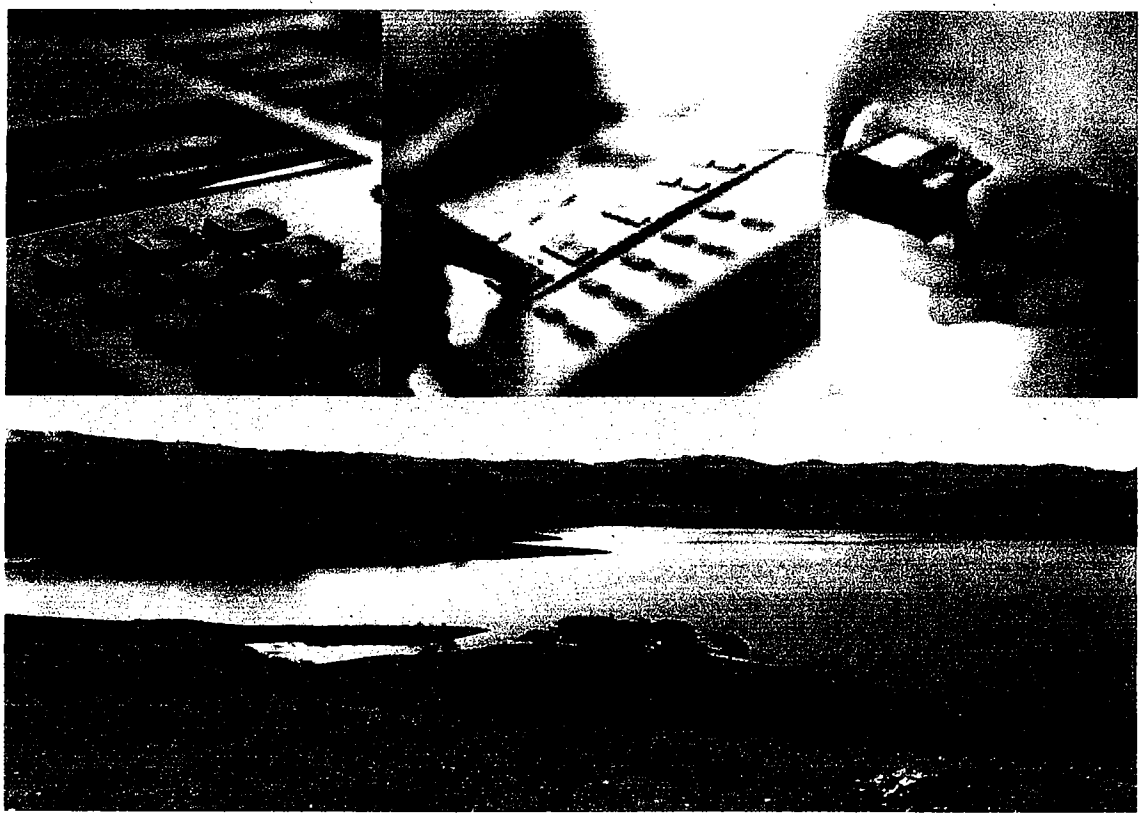
CITY AND COUNTY OF SAN FRANCISCO Acting by and through its Public Utilities Commission BY _____ Edward Harrington General Manager	Date: _____, 2009
NAME OF WHOLESALE CUSTOMER BY _____ Name: Title:	Date: _____, 2009

Note: This attachment is provided for the convenience of the prospective parties to the Water Supply Agreement and associated individual contracts. The format may be modified as desired by San Francisco and Wholesale Customer, subject to Section 9.01 of the WSA.

SFPUC
WATER
WASTEWATER
POWER

ATTACHMENT G

Water Quality Notification and Communications Plan Revision 4 January 2006



Updated by:
Water Quality Engineering
Olivia Chen Consultants, Inc.

ATTACHMENT H

WATER SHORTAGE ALLOCATION PLAN

This Interim Water Shortage Allocation Plan ("Plan") describes the method for allocating water between the San Francisco Public Utilities Commission ("SFPUC") and the Wholesale Customers collectively during shortages caused by drought. The Plan implements a method for allocating water among the individual Wholesale Customers which has been adopted by the Wholesale Customers. The Plan includes provisions for transfers, banking, and excess use charges. The Plan applies only when the SFPUC determines that a system-wide water shortage due to drought exists, and all references to "shortages" and "water shortages" are to be so understood. This Plan was adopted pursuant to Section 7.03(a) of the 1984 Settlement Agreement and Master Water Sales Contract and has been updated to correspond to the terminology used in the June 2009 Water Supply Agreement between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County and Santa Clara County ("Agreement").

SECTION 1. SHORTAGE CONDITIONS

1.1. Projected Available SFPUC Water Supply. The SFPUC shall make an annual determination as to whether or not a shortage condition exists. The determination of projected available water supply shall consider, among other things, stored water, projected runoff, water acquired by the SFPUC from non-SFPUC sources, inactive storage, reservoir losses, allowance for carryover storage, and water bank balances, if any, described in Section 3.

1.2 Projected SFPUC Purchases. The SFPUC will utilize purchase data, including volumes of water purchased by the Wholesale Customers and by Retail Customers (as those terms are used in the Agreement) in the year immediately prior to the drought, along with other available relevant information, as a basis for determining projected system-wide water purchases from the SFPUC for the upcoming year.

1.3. Shortage Conditions. The SFPUC will compare the available water supply (Section 1.1) with projected system-wide water purchases (Section 1.2). A shortage condition exists if the SFPUC determines that the projected available water supply is less than projected system-wide water purchases in the upcoming Supply Year (defined as the period from July 1 through June 30). When a shortage condition exists, SFPUC will determine whether voluntary or mandatory actions will be required to reduce purchases of SFPUC water to required levels.

1.3.1 Voluntary Response. If the SFPUC determines that voluntary actions will be sufficient to accomplish the necessary reduction in water use throughout its service area, the SFPUC and the Wholesale Customers will make good faith efforts to reduce their water purchases to stay within their annual shortage allocations and associated monthly water use budgets. The SFPUC will not impose excess use charges during periods of voluntary rationing, but may suspend the prospective accumulation of water bank credits, or impose a ceiling on further accumulation of bank credits, consistent with Section 3.2.1 of this Plan.

1.3.2 Mandatory Response. If the SFPUC determines that mandatory actions will be required to accomplish the necessary reduction in water use in the SFPUC service area, the SFPUC may implement excess use charges as set forth in Section 4 of this Plan.

1.4. Period of Shortage. A shortage period commences when the SFPUC determines that a water shortage exists, as set forth in a declaration of water shortage emergency issued by the SFPUC pursuant to California Water Code Sections 350 et seq. Termination of the water shortage emergency will be declared by resolution of the SFPUC.

SECTION 2. SHORTAGE ALLOCATIONS

2.1. Annual Allocations between the SFPUC and the Wholesale Customers. The annual water supply available during shortages will be allocated between the SFPUC and the collective Wholesale Customers as follows:

Level of System Wide Reduction in Water Use Required	Share of Available Water	
	SFPUC Share	Wholesale Customers Share
5% or less	35.5%	64.5%
6% through 10%	36.0%	64.0%
11% through 15%	37.0%	63.0%
16% through 20%	37.5%	62.5%

The water allocated to the SFPUC shall correspond to the total allocation for all Retail Customers. In the event that the SFPUC share of the available water supply in the above table results in Retail Customers having a positive allocation (i.e., a supply of additional water rather than a required percentage reduction in water use), the SFPUC's percentage share of the available water supply in the table shall be reduced to eliminate any positive allocation to Retail Customers, with a corresponding increase in the percentage share of the available water supply allocated to the Wholesale Customers. For any level of required reduction in system-wide water use during shortages, the SFPUC shall require Retail Customers to conserve a minimum of 5%, with any resulting reallocated supply credited to storage for inclusion in calculation of projected available water SFPUC water supply in a subsequent year (Section 1.1).

The parties agree to reevaluate the percentages of the available water supply allocated to Retail and Wholesale Customers by May 1, 2028.

2.2 Annual Allocations among the Wholesale Customers. The annual water supply allocated to the Wholesale Customers collectively during system wide shortages of 20 percent or less will be apportioned among them based on a methodology adopted by all of the Wholesale Customers, as described in Section 3.11(C) of the Agreement. In any year for which the methodology must be applied, the Bay Area Water Supply and Conservation Agency ("BAWSCA") will calculate each Wholesale Customer's individual percentage share of the amount of water allocated to the Wholesale Customers collectively pursuant to Section 2.1. Following the declaration or reconfirmation of a water shortage emergency by the SFPUC, BAWSCA will deliver to the SFPUC General Manager a list, signed by the President of BAWSCA's Board of Directors and

its General Manager, showing each Wholesale Customer together with its percentage share and stating that the list has been prepared in accordance with the methodology adopted by the Wholesale Customers. The SFPUC shall allocate water to each Wholesale Customer, as specified in the list. The shortage allocations so established may be transferred as provided in Section 2.5 of this Plan. If BAWSCA or all Wholesale Customers do not provide the SFPUC with individual allocations, the SFPUC may make a final allocation decision after first meeting and discussing allocations with BAWSCA and the Wholesale Customers.

The methodology adopted by the Wholesale Customers utilizes the rolling average of each individual Wholesale Customer's purchases from the SFPUC during the three immediately preceding Supply Years. The SFPUC agrees to provide BAWSCA by November 1 of each year a list showing the amount of water purchased by each Wholesale Customer during the immediately preceding Supply Year. The list will be prepared using Customer Service Bureau report MGT440 (or comparable official record in use at the time), adjusted as required for any reporting errors or omissions, and will be transmitted by the SFPUC General Manager or his designee.

2.3. Limited Applicability of Plan to System Wide Shortages Greater Than Twenty Percent. The allocations of water between the SFPUC and the Wholesale Customers collectively, provided for in Section 2.1, apply only to shortages of 20 percent or less. The SFPUC and Wholesale Customers recognize the possibility of a drought occurring which could create system-wide shortages greater than 20 percent despite actions taken by the SFPUC aimed at reducing the probability and severity of water shortages in the SFPUC service area. If the SFPUC determines that a system wide water shortage greater than 20 percent exists, the SFPUC and the Wholesale Customers agree to meet within 10 days and discuss whether a change is required to the allocation set forth in Section 2.1 in order to mitigate undue hardships that might otherwise be experienced by individual Wholesale Customers or Retail Customers. Following these discussions, the Tier 1 water allocations set forth in Section 2.1 of this Plan, or a modified version thereof, may be adopted by mutual written consent of the SFPUC and the Wholesale Customers. If the SFPUC and Wholesale Customers meet and cannot agree on an appropriate Tier 1 allocation within 30 days of the SFPUC's determination of water shortage greater than 20 percent, then (1) the provisions of Section 3.11(C) of the Agreement will apply, unless (2) all of the Wholesale Customers direct in writing that a Tier 2 allocation methodology agreed to by them be used to apportion the water to be made available to the Wholesale Customers collectively, in lieu of the provisions of Section 3.11(C).

The provisions of this Plan relating to transfers (in Section 2.5), banking (in Section 3), and excess use charges (in Section 4) shall continue to apply during system-wide shortages greater than 20 percent.

2.4. Monthly Water Budgets. Within 10 days after adopting a declaration of water shortage emergency, the SFPUC will determine the amount of Tier 1 water allocated to the Wholesale Customers collectively pursuant to Section 2.1. The SFPUC General Manager, using the Tier 2 allocation percentages shown on the list delivered by BAWSCA pursuant to Section 2.2, will calculate each Wholesale Customer's individual annual allocation. The SFPUC General Manager, or his designee, will then provide each Wholesale Customer with a proposed schedule of monthly water budgets based on the pattern of monthly water purchases during the Supply Year immediately preceding the declaration of shortage (the "Default Schedule"). Each

Wholesale Customer may, within two weeks of receiving its Default Schedule, provide the SFPUC with an alternative monthly water budget that reschedules its annual Tier 2 shortage allocation over the course of the succeeding Supply Year. If a Wholesale Customer does not deliver an alternative monthly water budget to the SFPUC within two weeks of its receipt of the Default Schedule, then its monthly budget for the ensuing Supply Year shall be the Default Schedule proposed by the SFPUC.

Monthly Wholesale Customer water budgets will be derived from annual Tier 2 allocations for purposes of accounting for excess use. Monthly Wholesale Customer water budgets shall be adjusted during the year to account for transfers of shortage allocation under Section 2.5 and transfers of banked water under Section 3.4.

2.5. Transfers of Shortage Allocations. Voluntary transfers of shortage allocations between the SFPUC and any Wholesale Customers, and between any Wholesale Customers, will be permitted using the same procedure as that for transfers of banked water set forth in Section 3.4. The SFPUC and BAWSCA shall be notified of each transfer. Transfers of shortage allocations shall be deemed to be an emergency transfer and shall become effective on the third business day after notice of the transfer has been delivered to the SFPUC. Transfers of shortage allocations shall be in compliance with Section 3.05 of the Agreement. The transferring parties will meet with the SFPUC, if requested, to discuss any effect the transfer may have on its operations.

SECTION 3. SHORTAGE WATER BANKING

3.1. Water Bank Accounts. The SFPUC shall create a water bank account for itself and each Wholesale Customer during shortages in conjunction with its resale customer billing process. Bank accounts will account for amounts of water that are either saved or used in excess of the shortage allocation for each agency; the accounts are not used for tracking billings and payments. When a shortage period is in effect (as defined in Section 1.4), the following provisions for bank credits, debits, and transfers shall be in force. A statement of bank balance for each Wholesale Customer will be included with the SFPUC's monthly water bills.

3.2. Bank Account Credits. Each month, monthly purchases will be compared to the monthly budget for that month. Any unused shortage allocation by an agency will be credited to that agency's water bank account. Credits will accumulate during the entire shortage period, subject to potential restrictions imposed pursuant to Section 3.2.1. Credits remaining at the end of the shortage period will be zeroed out; no financial or other credit shall be granted for banked water.

3.2.1. Maximum Balances. The SFPUC may suspend the prospective accumulation of credits in all accounts. Alternatively, the SFPUC may impose a ceiling on further accumulation of credits in water bank balances based on a uniform ratio of the bank balance to the annual water allocation. In making a decision to suspend the prospective accumulation of water bank credits, the SFPUC shall consider the available water supply as set forth in Section 1.1 of this Plan and other reasonable, relevant factors.

3.3. Account Debits. Each month, monthly purchases will be compared to the budget for that month. Purchases in excess of monthly budgets will be debited against an agency's water bank account. Bank debits remaining at the end of the fiscal year will be subject to excess use charges (see Section 4).

3.4. Transfers of Banked Water. In addition to the transfers of shortage allocations provided for in Section 2.5, voluntary transfers of banked water will also be permitted between the SFPUC and any Wholesale Customer, and among the Wholesale Customers. The volume of transferred water will be credited to the transferee's water bank account and debited against the transferor's water bank account. The transferring parties must notify the SFPUC and BAWSCA of each transfer in writing (so that adjustments can be made to bank accounts), and will meet with the SFPUC, if requested, to discuss any affect the transfer may have on SFPUC operations. Transfers of banked water shall be deemed to be an emergency transfer and shall become effective on the third business day after notice of the transfer has been delivered to the SFPUC. If the SFPUC incurs extraordinary costs in implementing transfers, it will give written notice to the transferring parties within ten (10) business days after receipt of notice of the transfer. Extraordinary costs means additional costs directly attributable to accommodating transfers and which are not incurred in non-drought years nor simply as a result of the shortage condition itself. Extraordinary costs shall be calculated in accordance with the procedures in the Agreement and shall be subject to the disclosure and auditing requirements in the Agreement. In the case of transfers between Wholesale Customers, such extraordinary costs shall be considered to be expenses chargeable solely to individual Wholesale Customers and shall be borne equally by the parties to the transfer. In the case of transfers between the SFPUC and a Wholesale Customer, the SFPUC's share of any extraordinary transfer costs shall not be added to the Wholesale Revenue Requirement.

3.4.1. Transfer Limitations. The agency transferring banked water will be allowed to transfer no more than the accumulated balance in its bank. Transfers of estimated prospective banked credits and the "overdrafting" of accounts shall not be permitted. The price of transfer water originally derived from the SFPUC system is to be determined by the transferring parties and is not specified herein. Transfers of banked water shall be in compliance with Section 3.05 of the Agreement.

SECTION 4. WHOLESALE EXCESS USE CHARGES

4.1. Amount of Excess Use Charges. Monthly excess use charges shall be determined by the SFPUC at the time of the declared water shortage consistent with the calendar in Section 6 and in accordance with Section 6.03 of the Agreement. The excess use charges will be in the form of multipliers applied to the rate in effect at the time the excess use occurs. The same excess use charge multipliers shall apply to the Wholesale Customers and all Retail Customers. The excess use charge multipliers apply only to the charges for water delivered at the rate in effect at the time the excess use occurred.

4.2 Monitoring Suburban Water Use. During periods of voluntary rationing, water usage greater than a customer's allocation (as determined in Section 2) will be indicated on each SFPUC monthly water bill. During periods of mandatory rationing, monthly and cumulative water usage greater than a Wholesale Customer's shortage allocation and the associated excess use charges will be indicated on each SFPUC monthly water bill.

4.3. Suburban Excess Use Charge Payments. An annual reconciliation will be made of monthly excess use charges according to the calendar in Section 6. Annual excess use charges will be calculated by comparing total annual purchases for each Wholesale Customer with its

annual shortage allocation (as adjusted for transfers of shortage allocations and banked water, if any). Excess use charge payments by those Wholesale Customers with net excess use will be paid according to the calendar in Section 6. The SFPUC may dedicate excess use charges paid by Wholesale Customers toward the purchase of water from the State Drought Water Bank or other willing sellers in order to provide additional water to the Wholesale Customers. Excess use charges paid by the Wholesale Customers constitute Wholesale Customer revenue and shall be included within the SFPUC's annual Wholesale Revenue Requirement calculation.

SECTION 5. GENERAL PROVISIONS GOVERNING WATER SHORTAGE ALLOCATION PLAN

5.1. Construction of Terms. This Plan is for the sole benefit of the parties and shall not be construed as granting rights to any person other than the parties or imposing obligations on a party to any person other than another party.

5.2. Governing Law. This Plan is made under and shall be governed by the laws of the State of California.

5.3. Effect on Agreement. This Plan describes the method for allocating water between the SFPUC and the collective Wholesale Customers during system-wide water shortages of 20 percent or less. This Plan also provides for the SFPUC to allocate water among the Wholesale Customers in accordance with directions provided by the Wholesale Customers through BAWSCA under Section 2.2, and to implement a program by which such allocations may be voluntarily transferred among the Wholesale Customers. The provisions of this Plan are intended to implement Section 3.11(C) of the Agreement and do not affect, change or modify any other section, term or condition of the Agreement.

5.4. Inapplicability of Plan to Allocation of SFPUC System Water During Non-Shortage Periods. The SFPUC's agreement in this Plan to a respective share of SFPUC system water during years of shortage shall not be construed to provide a basis for the allocation of water between the SFPUC and the Wholesale Customers when no water shortage emergency exists.

5.5. Termination. This Plan shall expire at the end of the Term of the Agreement.. The SFPUC and the Wholesale Customers can mutually agree to revise or terminate this Plan prior to that date due to changes in the water delivery capability of the SFPUC system, the acquisition of new water supplies, and other factors affecting the availability of water from the SFPUC system during times of shortage.

SECTION 6. ALLOCATION CALENDAR

6.1. Annual Schedule. The annual schedule for the shortage allocation process is shown below. This schedule may be changed by the SFPUC to facilitate implementation.

6.1.1

In All Years	Target Dates
1. SFPUC delivers list of annual purchases by each Wholesale Customer during the immediately preceding Supply Year	November 1
2. SFPUC meets with the Wholesale Customers and presents water supply forecast for the following Supply Year	February
3. SFPUC issues initial estimate of available water supply	February 1
4. SFPUC announces potential first year of drought (if applicable)	February 1
5. SFPUC and Wholesale Customers meet upon request to exchange information concerning water availability and projected system-wide purchases	February 1-May 31
6. SFPUC issues revised estimate of available water supply, and confirms continued potential shortage conditions, if applicable	March 1
7. SFPUC issues final estimate of available water supply	April 15th or sooner if adequate snow course measurement data is available to form a robust estimate on available water supply for the coming year.
8. SFPUC determines amount of water available to Wholesale Customers collectively	April 15th or sooner if adequate snow course measurement data is available to form a robust estimate on available water supply for the coming year.

In Drought Years	Target Dates
9. SFPUC formally declares the existence of water shortage emergency (or end of water shortage emergency, if applicable) under Water Code Sections 350 et. seq.	April 15-30
10. SFPUC declares the need for a voluntary or mandatory response	April 15-30
11. BAWSCA submits calculation to SFPUC of individual Wholesale Customers' percentage shares of water allocated to Wholesale Customers collectively	April 15- 30
12. SFPUC determines individual shortage allocations, based on BAWSCA's submittal of individual agency percentage shares to SFPUC, and monthly water budgets (Default Schedule)	April 25—May 10
13. Wholesale Customers submit alternative monthly water budgets (optional)	May 8-May 24
14. Final drought shortage allocations are issued for the Supply Year beginning July 1 through June 30	June 1
15. Monthly water budgets become effective	July 1
16. Excess use charges indicated on monthly Suburban bills	August 1 (of the beginning year) through June 30 (of the succeeding year)
17. Excess use charges paid by Wholesale Customers for prior year	August of the succeeding year

ATTACHMENT I

NOT USED

ATTACHMENT J

DEFINITIONS AND FORMULAS FOR CALCULATING PROPORTIONAL ANNUAL WATER USE

TABLE OF CONTENTS

This Attachment contains four sections, three figures, and five tables.

Section A:	Water Meters
Section B:	Calculation of Proportional Annual Water Use
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Section D:	County Line and In-City Terminal Reservoir Meter Calibration and Maintenance
Figure 1:	Locations of SFPUC County-Line Meters and In-City Terminal Reservoirs
Figure 2:	Generalized Schematic of Lake Merced Pump Station
Figure 3:	Locations of System Input and In-Line Meters
Table 1:	Base Usage and Allocation Rates
Table 2:	Locations of SFPUC County-line Meters and In-City Terminal Reservoirs
Table 3:	Locations of SFPUC System Input and In-line Meters
Table 4:	County-line Meters, In-City Terminal Reservoirs and Associated Metering Equipment
Table 5:	Meter Calibration and Maintenance Frequency

Table 1 presents the format for the water usage and allocation rate calculations for reference and to illustrate the definitions and formulas described in Sections A through C. Tables 2 and 3 list the meters whose locations are shown on Figures 1 and 3, respectively. Table

4 identifies the type of meter and associated metering equipment for the County-line Meters and Terminal Reservoirs. Table 5 identifies the meter calibration and maintenance frequency for the meters and equipment listed in Table 4.

SECTION A. WATER METERS

1. General

The Agreement provides that certain operating and maintenance expenses and the capital cost of certain categories of utility plant in service are to be allocated between San Francisco and the Wholesale Customers on the basis of proportionate annual usage of the Regional Water System. The purpose of this Attachment is to describe the meters and illustrate the method by which proportionate annual usage will be calculated.

2. Units of Measurement, Rounding, Conversion

The SFPUC will compile the usage data required to complete Table 1 annually. The units of measurement and conventions for converting and rounding will be as follows.

The data in the Table 1 will be presented, and the calculations contemplated by this Attachment shown, in units of millions of gallons per day (mgd), rounded to the nearest tenth of an mgd. Percentages (e.g., the City and Wholesale usage rates) shall be carried to two digits to the right of the decimal point and reduction factors shall be carried to four digits to the right of the decimal point. Data compiled by the SFPUC in units of hundreds of cubic feet per year (ccf) shall be converted to mgd by multiplying hundreds of cubic feet per year by 0.0000020493 (or 2.0493×10^{-6}) for non-leap years and 0.0000020437 (or 2.0437×10^{-6}) for leap years.

In rounding, if the rightmost digit dropped is 0 through 4, the preceding digit shall be left unchanged; if the rightmost digit dropped is 5 through 9, the preceding digit shall be increased by 1.

3. Location of Meters/Gauges

The SFPUC presently maintains meters and gauges that have been used to determine the proportionate usage of the Regional Water System, in accordance with the methods and calculations described in Exhibit J to the 1984 contract between San Francisco and the Wholesale Customers. These meters consist of "County-Line Meters," "In-City Terminal Reservoir Meters" and "System Input and In-line Meters" as described in the following subsections. As new capital improvement projects are designed and constructed by the SFPUC, it may be necessary for new meters to be installed to ensure continued accurate determinations of the proportionate usage of the Regional Water System. "Planned meters" are included in the following subsections where planned capital improvement projects are likely to require the installation of additional meters.

a. County-line Meters

The SFPUC presently maintains meters at or near the San Mateo-San Francisco County line to measure flow through all transmission pipelines entering the City ("County-line Meters"). The existing and planned County-line Meters are listed in Table 2 and shown on Figures 1 and 2. Additional details pertaining to the County-line meters located at the Lake Merced Pump Station, and specifically to water deliveries from the pump station to Sunset Reservoir, Sutro Reservoir, and Lake Merced are provided below.

(1) County-Line deliveries to Sunset and Sutro Reservoirs

Water delivered to the City through the Sunset Supply Pipeline may be pumped from the Lake Merced Pump Station to either Sunset Reservoir or Sutro Reservoir located within the City. When water is pumped from the Lake Merced Pump Station to both Sunset and Sutro reservoirs simultaneously, the recording instrumentation on the Sunset and Sutro venturi meters are designed to record flows through both meters. When water is pumped to Sutro Reservoir only (typically utilizing Pump No. 4 at the

Lake Merced Pump Station), the source water is from the Sunset Reservoir (not the County-line), and the direction of flow through the Sunset venturi meter is reversed. Under this pumping scenario, the recording instrumentation on the Sunset and Sutro venturi meters are designed to not record flow on their respective recorders such that the in-City transfer of water between Sunset and Sutro Reservoirs is not included as a County-line delivery to the City. Figure 2 provides a generalized schematic of the Lake Merced Pump Station and the typical direction of flow from the County-line, through the pump station.

(2) County-line deliveries to Lake Merced

In order to raise and maintain water levels in Lake Merced, the SFPUC occasionally delivers water directly from the Regional Water System to Lake Merced. Deliveries from the Regional Water System to Lake Merced are accomplished at the Lake Merced Pump Station. The procedure involves operating valves on the suction side of Sunset Pump No. 2 such that water may flow by gravity in the Sunset Supply Pipeline, from San Mateo County, across the County-line and into San Francisco, through Lake Merced Pump Station and into the Lake Merced wet well. A 16-inch pipeline connection on the suction side of Sunset Pump No. 2 allows for deliveries of water to the wet well (see Figure 2). Water deliveries from the Regional Water System to Lake Merced are considered County-line deliveries and an in-City usage in the calculation of water allocation rates.

b. In-City Terminal Reservoirs

Water usage by the City includes water deliveries from the SFPUC's "terminal reservoirs." The terminal reservoirs are: 1) Sunset Reservoir, 2) University Mound Reservoir, and 3) Merced Manor Reservoir. The terminal reservoirs are shown on Figure 1.

c. System Input and In-Line Meters

The SFPUC presently measures water flow into and through the Regional System utilizing "System Input and In-Line Meters." The existing and planned System Input and In-Line Meters are listed in Table 3 and shown on Figure 3.

d. Wholesale Customer Meters and City Retail Customer Meters Located Outside the Boundaries of the City

The SFPUC presently measures water deliveries from the Regional Water System to its Wholesale Customers at various locations where the water delivery systems of the individual Wholesale Customers tie into the Regional Water System. The meters at these locations are referred to as the Wholesale Customers' "master meters." The SFPUC also measures water deliveries from the Regional Water System to other customers located outside of the boundaries of the City that are not Wholesale Customers. Water deliveries to the Wholesale Customers and Retail Customers outside the City's boundaries that receive water from the Regional Water System are accounted for by the SFPUC's Customer Service Division as described in Section B.

4. Replacement and Relocation of Meters, Gauges, and Recording Devices.

The SFPUC presently equips all of its large venturi meters with differential pressure transmitters. The smaller meters utilize other methods and equipment to register and record flows. The SFPUC will maintain the meters, gauges, and recording devices described above in subsections (a), (b), (c), and (d) unless and until such meters, gauges, and recording devices are replaced.

The SFPUC may replace the meters, gauges, and recording devices described above in subsections (a), (b), (c), and (d) or install new meters, gauges, and recording devices at new locations, provided that such changes do not diminish the accuracy of the water flow measurements or impair the ability of the SFPUC to separate direct City water use from water use by the wholesale customers. Maintenance and calibration procedures for new or replaced equipment may change. Modified maintenance and calibration procedures for new or replaced equipment will conform to industry standards set forth in AWWA Manual M33, the applicable

standards in the International Society of Automation, and will implement the manufacturer's instructions for maintenance and calibration. The SFPUC will provide BAWSCA with advance written notice of any such changes, together with a brief explanation of the reasons therefor and a description of the type and location of the replacement. Such notice shall automatically amend the list of meters, gauges, and recording devices set forth above in subsections (a), (b), (c), and (d).

5. Recording of Water Flow Data

a. Flow Data

The City shall record and maintain data measuring base water flow throughout the SFPUC Regional Water System as necessary to determine proportional annual water usage.

b. Reservoir Data

The SFPUC shall record and maintain data measuring the levels of the terminal reservoirs described above in subsection A.3.b and shown on Figure 1 on an hourly basis. Flow values derived from reservoir level readings for all reservoirs in the SFPUC wholesale system shall be calculated using the tables contained in the SFPUC publication "Reservoir Data" (aka "The Weir Book"), which set forth the relationship between reservoir levels and water volumes, as such tables may be amended from time to time to reflect changes in the volumes of the various reservoirs. The tables to be used initially shall be those from the current edition of The Weir Book.

SECTION B. CALCULATION OF PROPORTIONAL ANNUAL USAGE

"Base rates" means the percentages of annual SFPUC deliveries attributed to the Wholesale Customers and to City Retail Customers.

The percentage of annual SFPUC metered deliveries attributed to the Wholesale Customers (i.e., the wholesale base rate) shall be calculated for each fiscal year as described below and illustrated in Table 1. The item numbers listed below correspond to the item numbers listed in Table 1.

(1) "Gross San Francisco County line base deliveries" shall equal the total amount of water flowing into the City's distribution system through transmission pipelines entering the City, as measured by the County-Line Meters described in Section A.3.a. and shown on Figures 1 and 2.

(2) "Daly City base deliveries" shall equal the water flowing to Daly City through meter accounts provided downstream of the County-Line meters or through SFPUC's City Distribution Division. At present these accounts are:

(a) CSPL1/Macdonald Avenue Service (Account number 010084-01-0)

(b) Guttenberg Street Service (Account number 010013-01-3)

(c) Carter Street Service (Account numbers 284070-01-8 and 284071-01-6)

These accounts represent a portion of the total deliveries to Daly City. The quantities of water delivered to these four Daly City accounts are reported monthly in Form MGT441 by the SFPUC's Customer Service Division. These connections to meters are presently located within the City, and thus record water which has already been recorded by the SFPUC's master meters at the County line. So long as this condition continues, Daly City base deliveries shall be subtracted from "Gross San Francisco County line base deliveries."

(3) "Net San Francisco base deliveries" shall equal the result of subtracting "Daly City base deliveries" from "Gross San Francisco County line base deliveries."

(4) "Other suburban raw water base deliveries" shall equal the sum of all deliveries of raw (untreated) water to customers of the SFPUC located outside the City other than deliveries to the Wholesale Customers. "Other suburban raw water base deliveries" include deliveries of raw water in Alameda and San Mateo Counties to SFPUC Retail Customers, City departments and commissions, and other users affiliated with San Francisco.

(5) "Other suburban treated water base deliveries" shall equal the sum of all deliveries of treated water to customers of the SFPUC located outside the City other than deliveries to the Wholesale Customers. Other suburban treated water base deliveries include deliveries of treated water to the SFPUC's Retail Customers in San Mateo, Santa Clara and Alameda Counties (such as NASA Ames Research Center and LLNL), to City departments and commissions and other users affiliated with San Francisco (such as the San Francisco International Airport, the San Francisco County Jail, and tenants of land owned by the City Recreation and Park Department).

(6) "Other suburban base deliveries" shall equal the sum of "Other suburban raw water deliveries" and "Other suburban treated water deliveries." The combined amount of raw and treated water delivered to suburban entities other than the Wholesale Customers is reported monthly in Form MGT440 by the SFPUC's Customer Service Division.

(7) "Total City base usage" shall equal "Net San Francisco base deliveries" plus "Other suburban base deliveries."

(8) "Total wholesale base usage" shall equal the sum of all metered deliveries to the Wholesale Customers measured at their SFPUC master meters (including all deliveries to Daly City which are comprised of deliveries through meters located outside San Francisco and meters located inside San Francisco, deliveries through the latter of which are designated above in paragraph B.1.2 as "Daly City base

deliveries"). The quantity of water delivered to the individual Wholesale Customers, and the combined amount of water delivered to all Wholesale Customers is reported monthly in Form MGT440 by the SFPUC's Customer Service Division.

(9) "Total system base usage" shall equal "City base usage" plus "Wholesale base usage."

(10) "Wholesale base rate" shall equal the percentage obtained by dividing "Wholesale base usage" by "Total system base usage."

(11) "City base rate" shall equal the percentage obtained by subtracting "Wholesale base rate" from 100 percent.

(12) "Base system input" shall equal all amounts of water supplied to the SFPUC Regional Water System, which presently comes from the following sources:

(a) Hetch Hetchy water as measured at the venturi meters on the 58–inch, 61-inch, and 78.5-inch San Joaquin Pipeline Nos. 1, 2, and 3 near Oakdale.

(b) Water supplied by HHWPD to LLNL as measured at the customer meter. Water delivered from the system to LLNL shall be deemed negative in sign for the purpose of determining "Base system input."

(c) Hetch Hetchy water pumped from the Alameda siphons to San Antonio Reservoir as measured at the venturi meter on the 60-inch San Antonio pipeline. Water delivered from the system to San Antonio Reservoir shall be deemed negative in sign for the purpose of determining "Base system input."

(d) Sunol Valley Water Treatment Plant as measured at the meter on the 78-inch effluent pipeline.

(e) Harry Tracy Water Treatment Plant as measured at the venturi meters on the 60-inch and 78-inch effluent pipelines.

(f) Raw water deliveries to all SFPUC Retail Customers outside the City boundaries as measured at the customer meter. These deliveries are considered positive for the purposes of Table 1. Currently, raw water deliveries to the system are represented by the following account numbers contained in Form MGT440 prepared by the SFPUC's Customer Service Division:

266081-01-7 (Calaveras Nursery)
266081-02-5 (Calaveras Nursery)
264355-01-7 (Caltrans)
266084-02-9 (Color Spot Nursery)
272701-02-0 (Color Spot Nursery)
266069-02-0 (Crystal Springs Golf Course)
266078-02-1 (Dell Franklin)
266078-01-3 (Dells Nursery)
266084-01-1 (Hi-C Nursery)
272701-01-2 (Hi-C Nursery)
284112-01-8 (Hansen Aggregates)
266084-03-7 (Jeff Anhorn Nursery)
272701-03-8 (Jeff Anhorn Nursery)
266079-02-9 (Mission Valley Rock)
281043-01-8 (Mission Valley Rock)
267618-02-3 (Nagata Farms)
267618-01-5 (Nagata Farms)
266090-01-8 (Naka Nursery)

266091-01-6 (Naka Nursery)
266090-02-6 (Naka Nursery)
266091-02-4 (Naka Nursery)
264315-02-9 (Pacific Nurseries)
266076-01-7 (Sunol Christmas Tree Farm)
266076-02-5 (Sunol Tree Farm)
276095-01-5 (Sunol Valley Golf & Recreation)
266077-02-3 (Ura Farm)
264352-01-4 (Ura, John)
266075-01-9 (Valley Crest)
268276-01-1 (Valley Crest Nursery)
266093-01-2 (Valley Crest Tree Company)
268426-02-0 (Valley Crest Tree Company)
266075-02-7 (Valley Crest Tree Company)
266093-02-0 (Valley Crest Tree Company)
268276-02-9 (Valley Crest Tree Company)
266082-01-5 (Western Star Nursery)
266089-01-0 (Western Star Nursery)
267254-02-7 (Western Star Nursery)
266082-02-3 (Western Star)
266089-02-8 (Western Star)
267254-03-5 (Western Star)

(g) Raw water deliveries from Pilarcitos Reservoir and Crystal Springs Reservoir to Coastside County Water District as measured at the customer meters. These deliveries are considered positive for the purposes of Table 1. Currently, raw water deliveries to Coastside County Water District from both reservoirs are represented under account number 010027-01-9 contained in Form MGT441 prepared by the SFPUC's Customer Service Division:

(h) Crystal Springs Balancing Reservoir. The flow into or out of the Crystal Springs Balancing Reservoir shall be calculated based on the changes in the amounts of water stored in the reservoir. The amounts of water stored shall be determined by the use of water level sensors, and the application of water level readings to a water level-storage capacity table. Decreases in storage, which indicate a flow from the Balancing Reservoir into the system, shall be deemed positive in sign. Increases in storage, which indicate a flow into the Balancing Reservoir from the system, shall be deemed negative in sign. Over the period of a year, the total flows into and out of Crystal Springs Balancing Reservoir are nearly equivalent. As such, total system input from Crystal Springs Reservoir shall be deemed zero for calculating current base rates.

(i) Deliveries to Crystal Springs Reservoir as measured by the overflow weir at the Pulgas Pump Station. Deliveries from the system to Crystal Springs Reservoir ("spills") shall be deemed negative in sign for the purpose of determining "Base system input."

(j) Terminal Reservoirs. The "terminal reservoirs" consist of Sunset Reservoir, University Mound Reservoir, and Merced Manor Reservoir, each located within the City of San Francisco. The flow into or out of the terminal reservoirs shall be calculated based on the changes in the amounts of water stored in them. The amounts of water stored shall be determined by the use of water level sensors, and the application of water levels to water level-storage capacity tables. Over the period of a year, the total flows into and out of terminal reservoirs are nearly equivalent. As such, total system input from the terminal reservoirs shall be deemed zero for calculating base rates.

(k) Other Sources. Other sources of flow into, or from, the Regional Water System, shall be accounted for as "other sources." Examples of other

sources of system input would include intertie water deliveries between the Regional System and the Santa Clara Valley Water District, and between the Regional System and the East Bay Municipal Utilities District, and deliveries of raw water from Crystal Springs Reservoir in the event of an emergency. Flows from the system shall be deemed negative in sign for the purpose of determining "Base system input."

(13) "Total base system input" shall equal the sum of the system inputs from the sources described in paragraph B.1.12.

(14) "Joint system loss reduction factor" shall equal "Total system base usage" divided by "Total base system input." "Joint system loss reduction factor" shall not exceed 1.0.

(15) "Daly City reduction factor" shall equal "Net San Francisco base deliveries" divided by "Gross San Francisco County line base deliveries." "Daly City reduction factor" shall not exceed 1.0.

(16) "Total suburban base deliveries" shall equal "Other suburban base deliveries" plus "Total wholesale base usage."

(17) "Suburban reduction factor" shall equal "Wholesale base usage" divided by "Total suburban base deliveries." "Suburban reduction factor" shall not exceed 1.0.

(18) "HHWPD Deliveries above Oakdale" shall equal the total amount of water delivered by the HHWPD to users located above the system input meters in Oakdale. Water users located above the system input meters in Oakdale are currently represented by Groveland Community Services District and the HHWPD facility at Moccasin.

(19) "HH Reduction Factor" is calculated for the purpose of determining the Wholesale Customers' share of the Hetch Hetchy Assessment. The factor shall equal a fraction, the numerator of which is the total system input measured at the Oakdale meters (Table 1, line 12.a) and the denominator of which is the sum of the total system input measured at the Oakdale meters (Table 1, line 12.a) plus the total "HHWPD deliveries above Oakdale" (Table 1, line 18).

SECTION C. DATA REQUIREMENTS AND SCHEDULE

1. Collection and Dissemination of Data

The SFPUC presently compiles daily flow data for the County-line meters, System Input and In-Line Meters, and daily reservoir water level data, and provides copies of that data to the Wholesale Customers (through BAWSCA) on a monthly basis. The SFPUC also provides copies of wholesale "Suburban Resale" and City Retail water usage data to BAWSCA on a monthly basis. Additionally, the SFPUC provides BAWSCA access to flow data for the meters as reported and recorded by the SFPUC's SCADA system.

The SFPUC shall continue to provide the flow and water usage data described above to BAWSCA on a monthly basis, and shall continue to allow BAWSCA access to the SCADA system data, so that a coordinated effort between the SFPUC and BAWSCA will allow for updating Table 1 of this Attachment annually on a timely basis.

It shall continue to be the SFPUC's responsibility to compile the data necessary to update Table 1 of this Attachment annually and the City shall deliver to BAWSCA, for review and approval, copies of the updated Table 1 by September 15 for the fiscal year ending the preceding June 30, as shown by the schedule contained in Section C.3.

Upon reasonable notice to the General Manager of the SFPUC, BAWSCA shall be given access to all water flow and usage records compiled by the SFPUC, including raw data, at reasonable times during business hours and shall have the right to copy such records and data at its expense.

2. Lack of Data

The parties recognize that, because of human error, mechanical failure, or other unplanned events, portions of the data required for the calculation of the usage rates and ratios described in Sections B and C of this Attachment occasionally may be unavailable or incorrect. In the event that such data are unavailable or inaccurate, the SFPUC shall make a reasonable estimate of the unavailable or incorrect data or use the most accurate alternative data that are available, and substitute the estimate therefor.

If the SFPUC uses an estimate of the unavailable or inaccurate data or alternative data, it shall provide BAWSCA with the following:

(1) a description of the unavailable or inaccurate data and the estimation or substitution of data used therefor;

(2) an explanation of the cause of the missing or inaccurate data and the reasons underlying the SFPUC's estimation or substitution of alternate data; and

(3) a statement of how the error or malfunction that caused the unavailability or inaccuracy of the data will be avoided in the future.

The SFPUC shall provide this information to BAWSCA upon calculation by the SFPUC of the usage rates and ratios described in this Attachment for the fiscal year in question.

3. Schedule for Completing the Annual Calculations of Water Usage Rates

The parties recognize the importance of updating Table 1 of this Attachment annually in a timely manner, and that historically, doing so has required a coordinated effort between the SFPUC and BAWSCA. To assure timely completion of the annual calculations of water usage rates and ratios, the parties agree to adhere to the following schedule.

(1) By August 15: The SFPUC shall forward to BAWSCA all data for the fiscal year ending the preceding June 30, necessary to make a determination of the base water usage and base allocation rates for the Wholesale Customers and the City.

(2) By September 15. The City shall deliver to BAWSCA, for review and approval, draft copies of the updated Table 1 for the fiscal year ending the preceding June 30.

(3) Between September 15 and October 15. The SFPUC and BAWSCA shall reconcile any discrepancies or inaccuracies in the draft calculations of water usage rates and shall reach agreement on a final updated Table 1 for the fiscal year ending the preceding June 30.

(4) By November 1. The SFPUC shall deliver to BAWSCA a finalized updated Table 1, signed by the SFPUC General Manager, or appropriate designee, representing the water usage rates agreed upon by the SFPUC and BAWSCA, for the fiscal year ended June 30.

(5) By November 15. BAWSCA shall return the finalized Table 1 to the SFPUC, counter-signed by the BAWSCA General Manager/CEO. If the SFPUC does not receive the countersigned Table 1 from BAWSCA by November 15, it may use the water use data as contained in the Table 1 delivered pursuant to paragraph (4) above, subject to arbitration as provided in section 8.01 of the Agreement.

SECTION D. COUNTY LINE AND IN-CITY TERMINAL RESERVOIR METER CALIBRATION AND MAINTENANCE

1. General

This section refers only to the County-Line and In-City Terminal Reservoir Meters. The term "meter(s)" includes the primary meter itself (most of the primary meters in the SFPUC's water system are Venturi-type flow meters) as well as any and all of the associated equipment used to measure, record, and transmit flow and water level data. The metering equipment associated with the primary metering device (also referred to as the secondary metering equipment) includes differential pressure transmitters, recorders, telecommunications equipment and the portion of the SFPUC's Supervisory Control and Data Acquisition (SCADA) System that is used to transmit flow and water level measurements from the water meter to the computer terminal that records the measured data.

The County-Line and In-City Terminal Reservoir meters, their general locations, and their associated metering equipment are listed in Table 4.

2. Frequency and Type of Work to be Performed

The meters, water level sensors, and associated metering equipment are to be inspected, tested, calibrated, and maintained according to the applicable meter calibration and maintenance frequency specified in Table 5.

3. Components of the Calibration and Maintenance Work

The SFPUC will contract with an independent metering consultant to perform periodic inspections, testing, servicing and calibrations of the meters and metering equipment for the County-line meters and In-City Terminal Reservoirs. The metering consultant's calibration and maintenance work will include the following components:

- Annual Pitot Tube Tests: Pitot tube flow tests shall be performed once a year on all Venturi-type flow meters. See Sections 4.b and 4.c for further detail.

- Quarterly Secondary Meter Equipment Testing and Calibration: The secondary metering equipment shall be tested for accuracy and calibrated quarterly at five input levels (0%, 25%, 50%, 75% and 100% of the full range of flow). See Section 4.a for further detail.

- Cleaning: Clean and remove dust, oils, dirt, etc. from all instruments.

- Flushing: Flush and clean Venturi tube differential pressure (D/P) sensing lines.

- Inspecting: Inspections for mechanical fatigue, leaky pipes and fittings, worn parts, and improper operation of electrical/electronic equipment.

- Lubrication: Mechanical parts shall be lubricated as needed.

4. Calibration Procedures

The metering consultant shall continue to calibrate and maintain the County-line meters and metering equipment listed in Table 4 in accordance with the frequency of work specified in Table 5. The work includes documenting meter readings and accuracy before and after calibration. Specific tasks to be completed by the metering consultant are as follows:

a) Quarterly testing and calibration. The secondary metering equipment shall be tested and calibrated quarterly using NIST Traceable test equipment, and a "dead weight tester."

The system loop error for the secondary metering equipment is determined by connecting its output to the differential pressure transmitter and adjusting the dead weight tester to 5 places over the full range of flow: 0%, 25%, 50%, 75% and 100%, while all instruments in the loop are connected. For water level transmitters, provide simulated test head equal to full range of the transmitter being calibrated, comparing the simulated test head to its 4-20 milliamp output signal to determine transmitter error and calibration requirements. The system loop error for the secondary metering equipment may not exceed +/-2%. The individual components of the secondary metering equipment shall also be tested at the same 5 input levels and calibrated as necessary to ensure the error of the system and individual components does not exceed +/- 2%.

b) Annual Pitot Tube Testing and Calibration. Annual Pitot tube testing shall be conducted for a comparison of flow totalized by the Pitot tube test equipment and the totalizer used by the SFPUC for water measurement and billing purposes. Annual Pitot tube flow testing shall be performed on all flow meters for assessment of Venturi error using the Annubar continuous flow method at 22% of the pipe radius. Pitot tube flow testing must be conducted continuously for a minimum of 30 minutes per test.

The Pitot tube flow tests are first performed before any of the secondary metering instruments are calibrated to determine the total system error (system consisting of the primary metering device and secondary metering equipment). Once the total system loop error has been established, perform secondary loop instrument testing and calibration as per the quarterly testing and calibration procedures described in 4.a above. If the total system error exceeds +/- 2% after calibration of the secondary metering equipment, minor adjustments to the differential pressure transmitter shall be made to correct (calibrate) the error in the Venturi meter. Repeat Pitot tube testing must be performed after the individual instrument calibration and differential pressure transmitter adjustments have been performed to establish that total system loop error is within +/- 2%.

c) Pitot tube testing shall be conducted at a flow rate representing the typical flow for the meter (and, if operationally possible, at three different flows ranging from a minimum to near maximum capacity flow).

d) The metering consultant shall perform the meter testing and calibration procedures utilizing the meter characteristic curves (for example, the pressure drop vs. flow for a Venturi meter) that have been obtained during previous meter calibration and maintenance work.

e) During each quarterly site visit, the metering consultant shall inspect, assess and document the condition of all metering equipment, including meter, gauges, indicators, recorders, transmitters and other instrumentation, used in the measurement and recording of flow rates and cumulative flow totals and shall document all operational problems with the calibration instruments and meters during the calibration process. Problems may include air entrainment, leakage, flow disturbance and unstable meter readings.

f) Prior to each quarterly site visit, the metering consultant shall review prior calibration records and reports for each meter to determine if previously-identified errors or equipment deficiencies were corrected as previously recommended.

g) Each quarter, the metering consultant shall submit a final report (See Section 6) containing all of the calibration results for each meter tested and calibrated during the quarter. The metering consultant's report shall include a narrative description of the work conducted on each meter and meter calibration reports for the individual metering equipment. The quarterly report shall also address deficiencies that were not previously corrected according to the recommendations made in the prior report.

5. Calibration Instruments

The instrument used for flow testing of the primary meter (Venturi) must meet the accuracy standards required by the American Water Works Association (AWWA), and be

capable of measuring actual flows with an error of less than +/- 2%. If a particular calibration instrument is not rated for accuracy by the AWWA, its accuracy will be determined by reference to its manufacturer's representations as to accuracy.

6. Calibration Reports

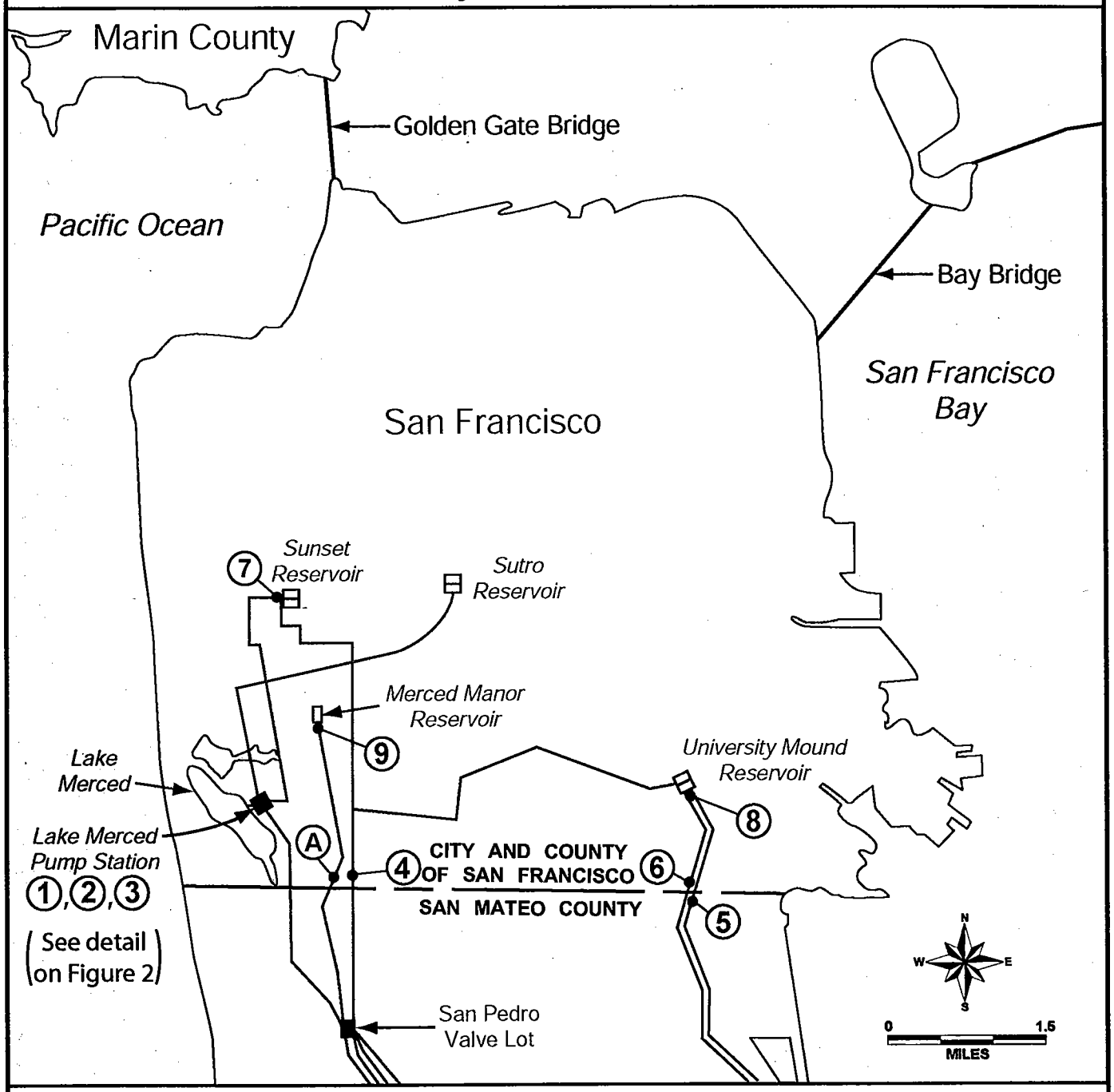
Within fourteen (14) working days after the beginning of each quarter, the metering consultant shall submit a written progress report of the work performed during the previous quarter. Each quarterly report will describe the results of the meter calibrations and any other tasks performed. The report will also include comments regarding any observations of abnormal conditions and any recommendations regarding these meters and their related equipment.

The reports must include complete descriptions and status of meters and related equipment, dates and times of service, all calibration specifics, pipeline dimensions, range of flow rates and totalized volumes, before and after error analysis and accuracy levels achieved, testing equipment used, and the name(s) of the person(s) that performed the work.

When appropriate and necessary, the metering consultant shall provide recommendations for improving the accuracy and reliability of the equipment and/or the methods of data collection. If, in the opinion of the metering consultant, the condition of a meter or its associated metering equipment is found to be defective, damaged, or otherwise in need of immediate repair or replacement, the metering consultant shall: 1) promptly notify the appropriate SFPUC personnel of the problem and recommend a solution to the problem so that the SFPUC can determine how to address it and, 2) include the problem description in its quarterly report.

FIGURE 1

Locations of SFPUC County-Line Meters and In-City Terminal Reservoirs



METER	PIPELINE	LOCATION
1	Sunset	Lake Merced Pump Station
2	Sutro	Lake Merced Pump Station
3	Lake Merced Outfall	Lake Merced Pump Station
4	San Andreas No. 2	Junipero Serra (Hwy. 280) South of Belle Ave.
5	Crystal Springs No. 1	PG&E Martin Service Center Yard
6	Crystal Springs No. 2	Tamasco Ct. South of Sunnydale Ave.
A	San Andreas No. 3 (Planned)	To be determined

METER	RESERVOIR	LOCATION
7	Sunset Reservoir	26th Avenue and Ortega
8	University Mound Reservoir	University Avenue and Bacon
9	Merced Manor Reservoir	23rd Avenue and Ocean

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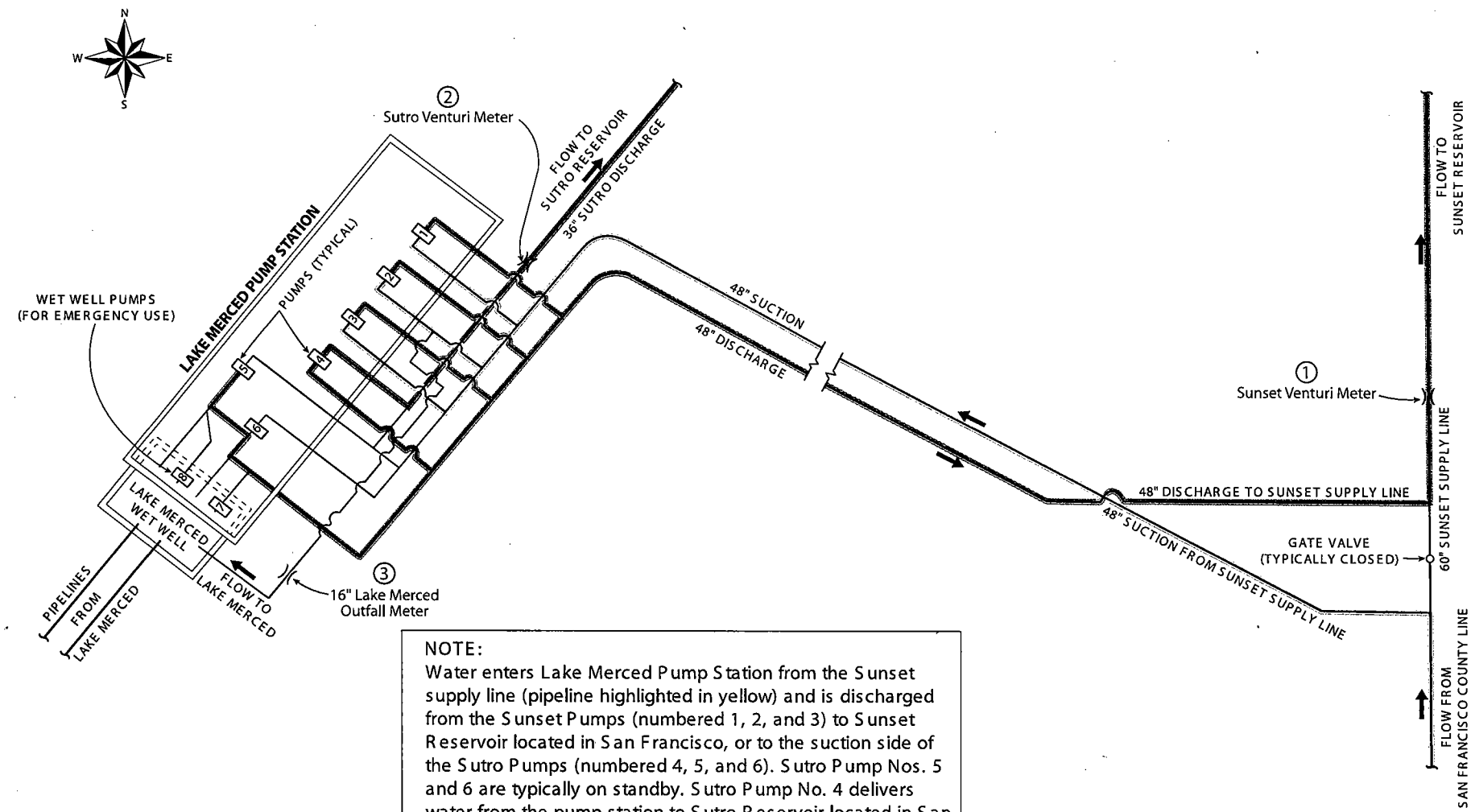


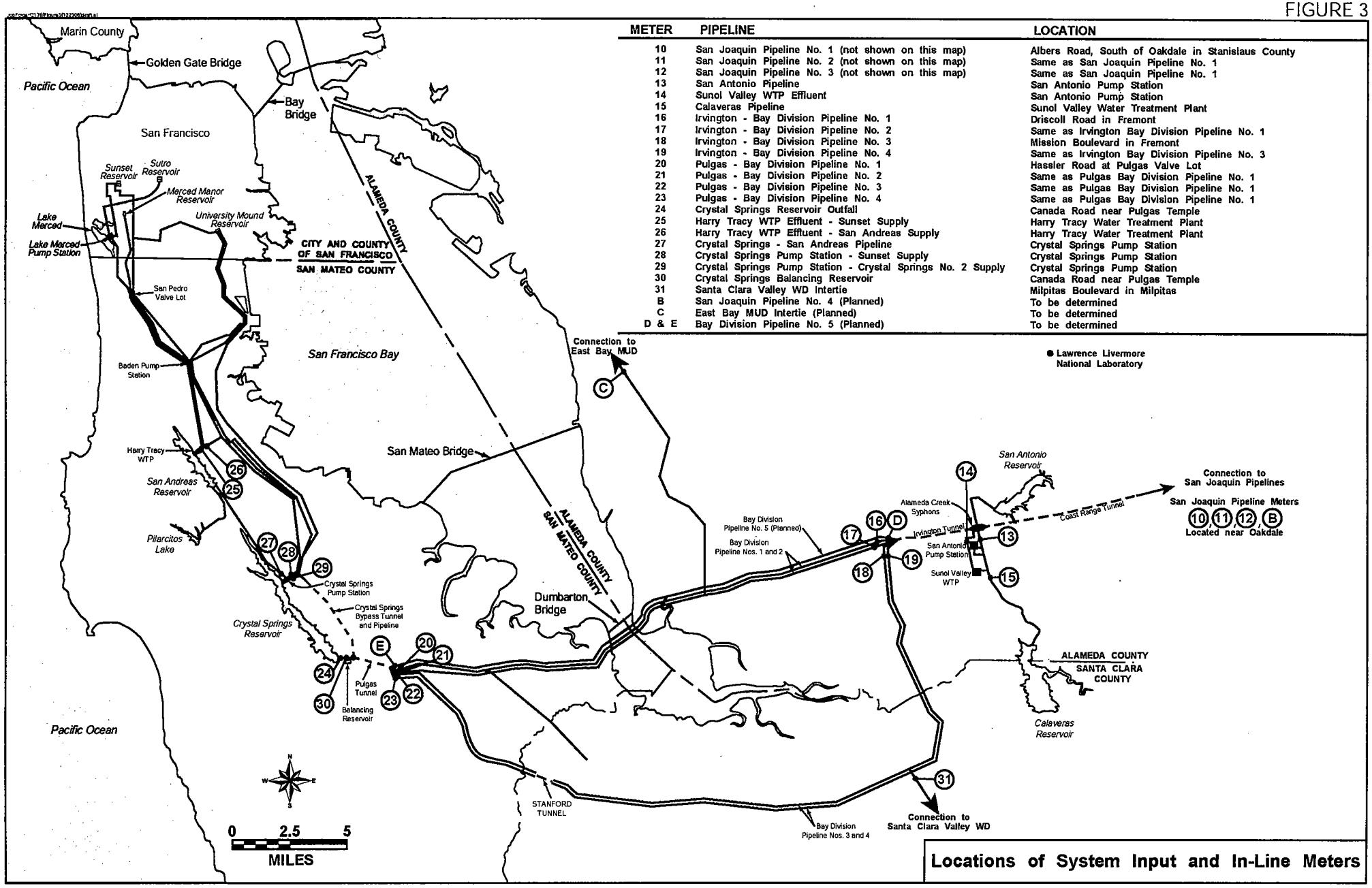
NOTE:
Water enters Lake Merced Pump Station from the Sunset supply line (pipeline highlighted in yellow) and is discharged from the Sunset Pumps (numbered 1, 2, and 3) to Sunset Reservoir located in San Francisco, or to the suction side of the Sutro Pumps (numbered 4, 5, and 6). Sutro Pump Nos. 5 and 6 are typically on standby. Sutro Pump No. 4 delivers water from the pump station to Sutro Reservoir located in San Francisco. Deliveries from the SFPUC water system to Lake Merced are accomplished by gravity through the 16-inch pipeline that connects to the suction side of Sunset Pump No. 2.

Generalized Schematic of Lake Merced Pump Station

FIGURE 2

FIGURE 3

METER	PIPELINE	LOCATION
10	San Joaquin Pipeline No. 1 (not shown on this map)	Albers Road, South of Oakdale in Stanislaus County
11	San Joaquin Pipeline No. 2 (not shown on this map)	Same as San Joaquin Pipeline No. 1
12	San Joaquin Pipeline No. 3 (not shown on this map)	Same as San Joaquin Pipeline No. 1
13	San Antonio Pipeline	San Antonio Pump Station
14	Sunol Valley WTP Effluent	San Antonio Pump Station
15	Calaveras Pipeline	Sunol Valley Water Treatment Plant
16	Irvington - Bay Division Pipeline No. 1	Driscoll Road in Fremont
17	Irvington - Bay Division Pipeline No. 2	Same as Irvington Bay Division Pipeline No. 1
18	Irvington - Bay Division Pipeline No. 3	Mission Boulevard in Fremont
19	Irvington - Bay Division Pipeline No. 4	Same as Irvington Bay Division Pipeline No. 3
20	Pulgas - Bay Division Pipeline No. 1	Hassler Road at Pulgas Valve Lot
21	Pulgas - Bay Division Pipeline No. 2	Same as Pulgas Bay Division Pipeline No. 1
22	Pulgas - Bay Division Pipeline No. 3	Same as Pulgas Bay Division Pipeline No. 1
23	Pulgas - Bay Division Pipeline No. 4	Same as Pulgas Bay Division Pipeline No. 1
24	Crystal Springs Reservoir Outfall	Canada Road near Pulgas Temple
25	Harry Tracy WTP Effluent - Sunset Supply	Harry Tracy Water Treatment Plant
26	Harry Tracy WTP Effluent - San Andreas Supply	Harry Tracy Water Treatment Plant
27	Crystal Springs - San Andreas Pipeline	Crystal Springs Pump Station
28	Crystal Springs Pump Station - Sunset Supply	Crystal Springs Pump Station
29	Crystal Springs Pump Station - Crystal Springs No. 2 Supply	Crystal Springs Pump Station
30	Crystal Springs Balancing Reservoir	Canada Road near Pulgas Temple
31	Santa Clara Valley WD Intertie	Milpitas Boulevard in Milpitas
B	San Joaquin Pipeline No. 4 (Planned)	To be determined
C	East Bay MUD Intertie (Planned)	To be determined
D & E	Bay Division Pipeline No. 5 (Planned)	To be determined



Locations of System Input and In-Line Meters

Table 1
Base Usage (mgd) and Allocation Rates

(1) Usage	(2) Definition	(3) 2004-05	(4) 2005-06	(5) 2006-07	(6) 2007-08	(7) 2008-09	(8) 2009-10
1. Gross S.F. Co. line	B.1	79.5	78.3	75.7			
2. Daly City portion	B.2	0.2	0.2	0.2			
3. Net S.F.	(1-2)	79.3	78.1	75.5			
4. Other suburban raw water	B.4	0.4	0.5	0.7			
5. Other suburban treated water	B.5	4.1	3.4	3.9			
6. Total other suburban	(4+5)	4.5	3.9	4.6			
7. Total City usage	(3+6)	83.8	82.0	80.1			
8. Total wholesale usage	B.8	167.4	164.4	175.8			
9. Total system usage	(7+8)	251.2	246.4	255.9			
10. Wholesale alloc. rate	(8/9)	66.63%	66.72%	68.70%			
11. City alloc. rate	(100%-10)	33.37%	33.28%	31.30%			
12a. HHWPD input (Oakdale)	B.12	194.7	202.6	227.3			
12b. Deliveries to LLNL	B.12	-0.4	-0.9	-0.9			
12c. HH to San Ant. Res.	B.12	-3.8	-1.8	-11.6			
12d. Sunol Valley WTP	B.12	28.5	29.4	17.6			
12e. Harry Tracy WTP	B.12	45.2	40.4	41.2			
12f. Raw water deliveries	B.12	0.4	0.4	0.7			
12g. Deliveries to Coastside Co. WD	B.12	1.8	1.6	2.1			
12h. Crys. Sprs. Bal. Res.	B.12	0.0	0.0	0.0			
12i. Spill to CS Res.	B.12	-19.9	-42.6	-37.1			
12j. Terminal Reservoirs	B.12	0.0	0.0	0.0			
12k. Other sources	B.12	0.0	1.9	3.8			
13. Total system input	B.13	246.5	231.0	243.1			
14. Jt. sys. loss red. fact.	(9/13)	1.0000	1.0000	1.0000			
15. Daly City red. factor	(3/1)	0.9975	0.9974	0.9974			
16. Total suburban	(6+8)	171.9	168.3	180.4			
17. Suburban red. factor	(8/16)	0.9736	0.9768	0.9745			
18. HHWPD Deliveries above Oakdale	B.18						
19. HH Reduction Factor	B.19	99.56%					

Table 2
Locations of SFPUC County-Line Meters and In-City Terminal Reservoirs

County-Line Meters

Meter	Pipeline	Location
1	Sunset	Lake Merced Pump Station
2	Sutro	Lake Merced Pump Station
3	Lake Merced Outfall	Lake Merced Pump Station
4	San Andreas No. 2	Junipero Serra (Hwy. 280) South of Belle Ave.
5	Crystal Springs No. 1	PG&E Martin Service Center Yard
6	Crystal Springs No. 2	Tamasco Ct. South of Sunnydale Ave.
A	San Andreas No. 3 (Planned)	To be determined

In-City Terminal Reservoirs

Meter	Reservoir	Location
7	Sunset Reservoir	26th Avenue and Ortega
8	University Mound Reservoir	University Avenue and Bacon
9	Merced Manor Reservoir	23rd Avenue and Ocean

Table 3
Locations of SFPUC System Input and In-Line Meters

Meter	Pipeline	Location
10	San Joaquin Pipeline No. 1	Albers Road, South of Oakdale in Stanislaus County
11	San Joaquin Pipeline No. 2	Same as San Joaquin Pipeline No. 1
12	San Joaquin Pipeline No. 3	Same as San Joaquin Pipeline No. 1
13	San Antonio Pipeline	San Antonio Pump Station
14	Sunol Valley WTP Effluent	San Antonio Pump Station
15	Calaveras Pipeline	Sunol Valley Water Treatment Plant
16	Irvington – Bay Division Pipeline No. 1	Driscoll Road in Fremont
17	Irvington – Bay Division Pipeline No. 2	Same as Irvington Bay Division Pipeline No.1
18	Irvington – Bay Division Pipeline No. 3	Mission Boulevard in Fremont
19	Irvington – Bay Division Pipeline No. 4	Same as Irvington Bay Division Pipeline No.3
20	Pulgas – Bay Division Pipeline No. 1	Hassler Road at Pulgas Valve Lot
21	Pulgas – Bay Division Pipeline No. 2	Same as Pulgas Bay Division Pipeline No. 1
22	Pulgas – Bay Division Pipeline No. 3	Same as Pulgas Bay Division Pipeline No. 1
23	Pulgas – Bay Division Pipeline No. 4	Same as Pulgas Bay Division Pipeline No. 1
24	Crystal Springs Reservoir Outfall	Canada Road near Pulgas Temple
25	Harry Tracy WTP Effluent – Sunset Supply	Harry Tracy Water Treatment Plant
26	Harry Tracy WTP Effluent – San Andreas Supply	Harry Tracy Water Treatment Plant
27	Crystal Springs – San Andreas Pipeline	Crystal Springs Pump Station
28	Crystal Springs Pump Station – Sunset Supply	Crystal Springs Pump Station
29	Crystal Springs Pump Station – Crystal Springs No. 2 Supply	Crystal Springs Pump Station
30	Crystal Springs Balancing Reservoir	Canada Road near Pulgas Temple
31	Santa Clara Valley WD Intertie	Milpitas Boulevard in Milpitas
B	San Joaquin Pipeline No. 4 (Planned)	To be determined
C	East Bay MUD Intertie (Planned)	To be determined
D&E	Bay Division Pipeline No. 5 (Planned)	To be determined

TABLE 4
SFPUC COUNTY-LINE METERS, IN-CITY TERMINAL RESERVOIRS, AND ASSOCIATED METERING EQUIPMENT

County-Line Meter	Meter Type	Location
1. **Sunset**	60" Venturi	Lake Merced Pump Station
Associated Metering Equipment:	• Rosemount D/P transmitter • Honeywell recorder • SCADA	
2. **Sutro**	36" Venturi	Lake Merced Pump Station
Associated Metering Equipment:	• Rosemount D/P transmitter • Honeywell recorder • SCADA	
3. **Lake Merced Outfall**	16" Mag. Meter	Lake Merced Pump Station
Associated Metering Equipment:	• Honeywell recorder • SCADA	
4. **San Andreas No. 2**	36" Venturi	Junipero Serra (Hwy. 280) south of Belle Avenue
Associated Metering Equipment:	• Yokogawa D/P transmitter • NLS display • AGM electronics • Honeywell recorder • SCADA	
5. **Crystal Springs No. 1**	44" Venturi	PG&E Martin Service Center Yard
Associated Metering Equipment:	• Yokogawa D/P transmitter • NLS display • AGM electronics • Honeywell recorder • SCADA	
6. **Crystal Springs No. 2**	60" Venturi	Tamasco Ct. south of Sunnydale Avenue
Associated Metering Equipment:	• Yokogawa D/P transmitter • NLS display • AGM electronics • SCADA	
In-City Terminal Reservoirs		
1. **Sunset**	Pressure Transducer	26th Avenue and Ortega
Associated Metering Equipment:	• Honeywell recorder • SCADA	
2. **Merced-Manor**	Pressure Transducer	23rd Avenue and Ocean
Associated Metering Equipment:	• Honeywell recorder • SCADA	
3. **University Mound**	Pressure Transducer	University Avenue and Bacon
Associated Metering Equipment:	• Honeywell recorder • SCADA	

TABLE 5
METER CALIBRATION AND MAINTENANCE FREQUENCY

METER/ EQUIPMENT	FREQUENCY			WORK TO BE PERFORMED (See Work Codes Listed Below)					
	Quarterly	Semi-Annual	Annual	CA	CL	FL	IN	LU	PT
Venturi Meters			X	X		X (1)	X (1)		X
Magnetic Meters		X		X (2)	X (2)		X (2)		
Yokagowa D/P Transmitters	X			X	X	X	X		
Rosemount D/P Transmitters	X			X	X	X	X		
Honeywell Recorders	X			X	X		X		
Water Level Sensors (Pressure Transducers)	X			X	X		X		
SCADA Electronics	X			X					
AGM Electronics	X			X					
NLS Digital Displays	X			X					
Electrostatic 24V DC Power Supplies			X				X (3)		
ASCO Solenoids			X		X		X (4)	X	

WORK CODES:
CA = CALIBRATE; CL = CLEAN; FL = FLUSH; IN = INSPECT; LU = LUBRICATE; PT = PITOT TUBE TEST.

NOTES:
(1) Inspection and flushing requirements for Venturi meters refer to the pressure tubing from the meter to the differential pressure transmitter.

(2) May calibrate using clamp-on meter where conditions allow. Inspection and cleaning requirements for magnetic meters refer to the sensors or probes that are inserted through the pipe wall.

(3) Adjust voltage if necessary.

(4) Replace rubber ware as needed.

ATTACHMENT K-1
WHOLESALE CUSTOMERS' SHARE OF NET BOOK VALUE OF EXISTING ASSETS
****PRELIMINARY - TO BE SUBSTITUTED WITH FINAL 6/30/09 VALUES****
(Section 5.03)

	Notes	Projected Value		
		Water	Hetch Hetchy	Total
Regional System Net Plant as of 6/30/08 (Actual)	1	$ 435,639,907	$ 66,135,724	
Less: Projected Depreciation on Regional Assets	2	$ (32,526,143)	$ (3,598,189)	
Plus: Projected FY 2008-09 Capital Additions	3	$ 62,771,153	$ -	
Projected Regional System Net Plant as of 6/30/09		$ 465,884,917	$ 62,537,535	
Plus: Projected Construction Work In Progress (CWIP) as of 6/30/09	4	$ 16,928,503	$ 5,807,023	
Projected Regional System Net Plant and CWIP as of 6/30/09		$ 482,813,420	$ 68,344,558	$ 551,157,978
Allocation Factor:	5	70.1%	64.2%	
Wholesale Share of Projected Regional System Net Plant as of 6/30/09		$ 326,585,327	$ 40,149,098	$ 366,734,424
Plus: Wholesale Share of Projected CWIP as of 6/30/09	6	$ 11,866,881	$ 3,728,109	$ 15,594,989
Wholesale Share of Projected Net Plant and CWIP as 6/30/09		$ 338,452,207	$ 43,877,206	$ 382,329,414
Interest Rate:		5.13%	5.13%	
Term (Yrs):		25	25	
Monthly Principal & Interest		$ 2,004,277	$ 259,836	$ 2,264,113
Annual Wholesale Revenue Requirement Amount		$ 24,051,326	$ 3,118,033	$ 27,169,359

Notes

1 FAACS 120A Report as of 6/30/08
2 SFPUC Estimate
3 SFPUC Estimate based on projects and amounts as follows:

	Water Assets
CUW358 Sunset Reservoir (North Basin)	$ 57,382,744
CUW 365 Cross Connection Controls	$ 3,679,415
CUW 394 Watershed Land Acqusition	$ 1,708,994
Total Additions	$ 62,771,153

4 CWIP based on balance as 6/30/08 plus YTD expenditures (see Attachment K-2)
5 Fixed allocation factors based on dollar weighted 5-year average of J-Table allocation factors (2003-04 through 2007-08)
6 Wholesale share CWIP based on balance as 6/30/08 plus YTD expenditures (see Attachment K-2)

ATTACHMENT K-2
WHOLESALE CUSTOMERS' SHARE OF THE BOOK VALUE OF REVENUE FUNDED CAPITAL EXPENDITURES
****PRELIMINARY - TO BE SUBSTITUTED WITH FINAL 6/30/09 VALUES****
(Section 5.03)

[1] Project No.	[2] Project Description	[3] Rate Class	[4] CWIP as of 6/30/08	[5] FY 2008-09 Expenditures	[6] Reduction for 02A Funding	[7] CWIP as 6/30/09	[8] Water Related CWIP	[9] Wholesale Share	
A.	Water Enterprise								
1	Regional Projects								
CUW352	Alameda Creek Fishery	Joint	$ 2,007,607	$ 224,582	$ 2,232,189	$ -		$ -	
CUW353	Seismic Upgrade @ Hayward Fault	Joint	$ 3,129,234	$ 1,967,625	$ 5,096,859	$ -		$ -	
CUW354	LOWER CRYSTAL SPRINGS DAM-REV-SFWD	Joint	$ 7,046,944	$ 1,086,262	$ 8,133,206	$ -		$ -	
CUW355	STANDBY POWER FACILITIES	Joint	$ 3,715,276	$ 6,596,849	$ 10,312,125	$ -		$ -	
CUW357	Adit Leak Repairs	Joint	$ 783	$ 1,129	$ 1,912	$ -		$ -	
CUW359	Irvington Tunnel	Joint	$ 21,391,129	$ 5,176,713	$ 26,567,842	$ -		$ -	
CUW359	Irvington Tunnel	Joint	$ 7,837,176	$ -	$ 7,837,176	$ -		$ -	
CUW361	Pulgas Balancing Reservoir	Joint	$ 368,057	$ 1,383,959	$ 1,752,016	$ -		$ -	
CUW361	Pulgas Balancing Reservoir	Joint	$ 1,255,545	$ -	$ 1,255,545	$ -		$ -	
CUW361	Pulgas Balancing Reservoir	Joint	$ 1,248,002	$ -	$ 1,248,002	$ -		$ -	
CUW361	Pulgas Balancing Reservoir	Joint	$ 570,179	$ -	$ 570,179	$ -		$ -	
CUW361	Pulgas Balancing Reservoir	Joint	$ 712,921	$ -	$ 712,921	$ -		$ -	
CUW363	SCADA Phase II	Joint	$ 1,335,371	$ 1,738,045	$ 3,073,416	$ -		$ -	
CUW363	SCADA Phase II	Joint	$ 1,062,050	$ -	$ 1,062,050	$ -		$ -	
CUW365	Cross Connection Control	Joint	$ 3,635,172	$ 547,801	$ 4,182,973	$ -		$ -	Capitalized in FY 2008-09
CUW367	HTWTP LT Impr	Joint	$ 8,011,348	$ 2,479,731	$ 10,491,079	$ -		$ -	
CUW368	BDPL Hydraulic Capacity	Joint	$ 23,640,601	$ -	$ 23,640,601	$ -		$ -	
CUW368	BDPL Hydraulic Capacity	Joint	$ 17,556,905	$ 4,200,442	$ 21,757,347	$ -		$ -	
CUW368	BDPL Hydraulic Capacity	Joint	$ 2,579,847	$ -	$ 2,579,847	$ -		$ -	
CUW370	Pipeline Readiness	Joint	$ 5,320,934	$ 328,070	$ 5,649,004	$ -		$ -	
CUW371	CSPS and Pipeline	Joint	$ 11,420,770	$ 3,872,779	$ 15,293,549	$ -		$ -	
CUW372	University Mound (N)	Joint	$ 4,624,981	$ 1,068,147	$ 5,693,128	$ -		$ -	
CUW373	SJPL	Joint	$ 19,479,341	$ 6,023,849	$ 25,503,190	$ -		$ -	
CUW373	SJPL	Joint	$ 7,199,051	$ -	$ 7,199,051	$ -		$ -	
CUW374	Calaveras Dam	Joint	$ 31,171,669	$ 4,314,430	$ 35,486,099	$ -		$ -	
CUW374	Calaveras Dam	Joint	$ 2,366,343	$ -	$ 2,366,343	$ -		$ -	
CUW378	CSPL #2	Joint	$ 7,453,098	$ 913,369	$ 8,366,467	$ -		$ -	
CUW379	SAPL #3	Joint	$ 5,728,934	$ 588,346	$ 6,317,280	$ -		$ -	
CUW380	BDPK #3&4 Crossovers	Joint	$ 3,855,357	$ 1,083,888	$ 4,939,245	$ -		$ -	
CUW381	SVWTP Expansion	Joint	$ 5,450,995	$ -	$ 5,450,995	$ -		$ -	
CUW381	SVWTP Expansion	Joint	$ 53,222	$ 3,090,520	$ 3,143,742	$ -		$ -	
CUW381	SVWTP Expansion	Joint	$ 97,373	$ -	$ 97,373	$ -		$ -	
CUW382	SVWTP Treated Water Reservoir	Joint	$ 5,799,505	$ 575	$ 5,800,080	$ -		$ -	
CUW384	Tesla	Joint	$ 6,102,621	$ 7,444,942	$ 13,547,563	$ -		$ -	
CUW386	SAPS X-CONNECT & PUMP IMP 96A UEB	Joint	$ 1,374,491	$ 971,625	$ 2,346,116	$ -		$ -	
CUW388	PEIR	Joint	$ 896,476	$ 1,641,717	$ 2,538,193	$ -		$ -	
CUW388	PEIR	Joint	$ 1,331,676	$ -	$ 1,331,676	$ -		$ -	
CUW390	Desalination Pilot	Joint	$ 175,165	$ -	$ 175,165	$ -		$ -	
CUW391	Baden/San Pedro Valve Lots	Joint	$ 3,964,642	$ 948,589	$ 4,913,231	$ -		$ -	
CUW392	Program Management	Joint	$ 2,452,297	$ 5,081,444	$ 7,533,741	$ -		$ -	
CUW393	BDPL #4 Condition Assessment	Joint	$ 25,071	$ 294,634	$ 319,705	$ -		$ -	
CUW394	Watershed Enviroment Improvement	Joint	$ 142,924	$ 96,027	$ 238,951	$ -		$ -	Capitalized in FY 2008-09
CUW101	SAN ANDREAS PLANT EXPANSION #1	Joint	$ 182	$ 96,027		$ 96,209		$ 67,443	
CUW111	LOWER CRYSTAL SPRINGS DAM-REV-SFWD	Joint	$ 40,436	$ -		$ 40,436		$ 28,346	
CUW151	Baden PS	Joint	$ 921	$ 26,760		$ 27,681		$ 19,404	
CUW161	Water Treatment Facilities	Joint	$ 75,801	$ 605		$ 76,406		$ 53,561	
CUW178	SAPS X-CONNECT & PUMP IMP 96A UEB	Joint	$ 104,902	$ -		$ 104,902		$ 73,536	
CUW202	Replace PCCP	Joint	$ 50,808	$ -		$ 50,808		$ 35,616	
CUW202	Replace PCCP	Joint	$ 285,003	$ 64,256		$ 349,259		$ 244,831	
CUW202	Replace PCCP	Joint	$ 2,365	$ -		$ 2,365		$ 1,658	
CUW127	SCADA	Joint	$ 50,029	$ 2,481,274		$ 2,531,303		$ 1,774,443	
CUW356	New Crystal Springs Bypass Tunnel	Joint	$ 13,992,264	$ 5,560,862	$ 16,028,397	$ 3,524,729		$ 2,470,835	
CUW358	Sunset (N)	Joint	$ 52,494,764	$ 4,887,980	$ 55,806,081	$ 1,576,663		$ 1,105,241	Capitalized in FY 2008-09
CUW387	Tesla Portal Disinfection	Joint	$ 2,377,262	$ (1,996)	$ 1,223,945	$ 1,151,321		$ 807,076	
CUW135	New Lines and Bypass Valves	Joint	$ 45,413	$ -		$ 45,413		$ 31,835	
CUW135	New Lines and Bypass Valves	Joint	$ 153,983	$ 620,156		$ 774,139		$ 542,671	
CUW135	New Lines and Bypass Valves	Joint	$ 8,860	$ -		$ 8,860		$ 6,211	
CUW143	HH Water Treatment Plan	Joint	$ 5,656	$ -		$ 5,656		$ 3,965	
CUW143	HH Water Treatment Plan	Joint	$ 709,972	$ 8,817		$ 718,789		$ 503,871	
CUW143	HH Water Treatment Plan	Joint	$ 96,292	$ -		$ 96,292		$ 67,501	
CUW186	SVWTP IMPROVEMENT PROJECT-CPB-SFWD	Joint	$ 3,604	$ -		$ 3,604		$ 2,526	
CUW206	Tesla Portal/Thomas Shaft Emergency Disinfection	Joint	$ 4,365	$ -		$ 4,365		$ 3,060	
CUW206	Tesla Portal/Thomas Shaft Emergency Disinfection	Joint	$ 283,620	$ 5,665		$ 289,285		$ 202,789	
CUW206	Tesla Portal/Thomas Shaft Emergency Disinfection	Joint	$ 227,004	$ -		$ 227,004		$ 159,130	
CUW231	Millbrae Labs	Joint	$ 81,856	$ 34,685		$ 116,541		$ 81,695	
CUW236	TELSA/SJVH WQ MONITORING IMPR	Joint	$ 152,963	$ -		$ 152,963		$ 107,227	
CUW366	HTWTP ST Improvements	Joint	$ 16,523	$ -		$ 16,523		$ 11,583	
CUW366	HTWTP ST Improvements	Joint	$ 1,398,798	$ 5,732,626	$ 7,131,424	$ -		$ -	
CUW366	HTWTP ST Improvements	Joint	$ 1,452,901	$ -	$ 1,452,901	$ -		$ -	
CUW120	WATER QUALITY PLANNING STUDY	Joint	$ 577	$ -		$ 577		$ 404	
CUW164	WATER VULNERABILITY STUDY-UEB	Joint	$ 479	$ -		$ 479		$ 336	
CUW181	STANDBY POWER FACILITIES	Joint	$ 5,905	$ -		$ 5,905		$ 4,139	
CUW210	Millbrae Administrative Bldg Remodel	Joint	$ 7,803	$ 321,553		$ 329,356		$ 230,879	
CUW220	Calaveras Dam Evaluation	Joint	$ 308,971	$ -		$ 308,971		$ 216,589	
CUW227	Watershed Facilities and Fencing	Joint	$ 190,552	$ 206,448		$ 397,000		$ 278,297	
CUW228	Watershed Roads	Joint	$ 358,434	$ 85,337		$ 443,771		$ 311,083	
CUW232	Crystal Springs Dam Discharge	Joint	$ 363,823	$ -		$ 363,823		$ 255,040	
CUW242	Demolition of Unsafe Structures	Joint	$ 311,548	$ 22,741		$ 334,289		$ 234,337	
CUW242	Demolition of Unsafe Structures	Joint	$ 315	$ -		$ 315		$ 221	
CUW261	Regional R&R - Storage	Joint	$ 275,694	$ 277,958		$ 553,652		$ 388,110	
CUW262	Regional R&R - Treatement	Joint	$ 1,236,895	$ 409,282		$ 1,646,177		$ 1,153,970	
CUW262	Regional R&R - Treatement	Joint	$ 277,383	$ -		$ 277,383		$ 194,445	

ATTACHMENT K-2
WHOLESALE CUSTOMERS' SHARE OF THE BOOK VALUE OF REVENUE FUNDED CAPITAL EXPENDITURES
****PRELIMINARY - TO BE SUBSTITUTED WITH FINAL 6/30/09 VALUES****
(Section 5.03)

[1] Project No.	[2] Project Description	[3] Rate Class	[4] CWIP as of 6/30/08	[5] FY 2008-09 Expenditures	[6] Reduction for 02A Funding	[7] CWIP as 6/30/09	[8] Water Related CWIP	[9] Wholesale Share
CUW263	Regional R&R - Transmission	Joint	$ 768,422	$ 797,659		$ 1,566,081		$ 1,097,823
CUW263		Joint	$ 1,224,094	$ -		$ 1,224,094		$ 858,090
CUW360	PLANNING - WSTD Sunol Quarry Reservoirs	Joint	$ 2,513	$ -		$ 2,513		$ 1,762
CUW934	BOA/BAW/13/F2/SFWD-CONT PROJ-OPER FD	Joint	$ 59,479	$ (2,210)	$ 998,005	$ (940,736)		$ (659,456)
	TOTAL REGIONAL WATER PROJECTS		$ 313,100,517	$ 84,802,574	$379,397,925	$ 18,505,166		$ 12,972,121
	Less Projects to be Capitalized in FY 2008-09					$ 1,576,663		$ 1,105,241
	ADJUSTED TOTAL REGIONAL WATER PROJECTS					$ 16,928,503		$ 11,866,881
2	Wholesale Direct							
	None							
B.	Hetch Hetchy Water & Power							
CUH703	Priest Reservoir By-pass	Joint	-	47,164		$ 47,164	$ 21,224	$ 13,626
CUH762	SJPL Reparis	Water	53,616	255,011		$ 308,627	$ 308,627	$ 198,139
CUH766	HH Security Improvements	Joint	164,478	261,601		$ 426,079	$ 191,736	$ 123,094
CUH767	Power Transformers	Power	-	-		$ -	$ -	$ -
CUH803	Street Lights	Power	-	40,506		$ 40,506	$ -	$ -
CUH804	HH Roads	Joint	-	341,240		$ 341,240	$ 153,558	$ 98,584
CUH829	HH SCADA	Joint	-	-		$ -	$ -	$ -
CUH842	Moccasin Cottages Renovations	Joint	-	-		$ -	$ -	$ -
CUH846	New Moccasin Penstock	Power	543,073	-		$ 543,073	$ -	$ -
CUH851	Turbine Generator Renovations	Power	111,755	926,254		$ 1,038,009	$ -	$ -
CUH868	Moccasin Energy Absorber	Power	-	-		$ -	$ -	$ -
CUH876	Moccasin Phone System	Joint	-	15,677		$ 15,677	$ 7,055	$ 4,529
CUH878	O'Shaugnessy Discharge/Toulumne River Channel Impr.	Joint	31,953	168,076		$ 200,029	$ 90,013	$ 57,788
CUH891	Metering Muni Load	Power	18	4,361		$ 4,379	$ -	$ -
CUH893	Cherry/Eleanor Pump Upgrade	Power	-	17,012		$ 17,012	$ -	$ -
CUH896	Street Lights	Power	9,294	568,794		$ 578,088	$ -	$ -
CUH899	Canyon Tunnel Penstock	Power	6,210	21,804		$ 28,014	$ -	$ -
CUH915	UG Assessment/Hunters Point	Power	961,755	1,668,663		$ 2,630,418	$ -	$ -
CUH926	Pipe Purchase	Water	-	13,667		$ 13,667	$ 13,667	$ 8,774
CUH931	Microwave Replacement	Joint	3,157,491	156,270		$ 3,313,761	$ 1,491,192	$ 957,346
CUH932	HH SCADA	Joint	-	-		$ -	$ -	$ -
CUH825	Distribution System	Power	446,419	109,797		$ 556,216	$ -	$ -
CUH941	HHP SCADA Security & Control, East/O'Shaugnessy	Joint	1,433,974	246,948		$ 1,680,922	$ 756,415	$ 485,618
CUH942	O'Shaugnessy Dam Discharge Needle Valves	Joint	-	-		$ -	$ -	$ -
CUH943	Renewable Energy	Power	-	-		$ -	$ -	$ -
CUH945	SJPL Crossovers	Water	-	-		$ -	$ -	$ -
CUH946	Facility Maintenance	Joint	-	239		$ 239	$ 108	$ 69
CUH947	Sustainable Energy Account	Power	441,226	1,838,396		$ 2,279,622	$ -	$ -
CUH948	Facility Maintenance - Transmission Lines	Power	70,631	101,295		$ 171,926	$ -	$ -
CUH949	POW Maintenance	Power	-	-		$ -	$ -	$ -
CUH950	HPH/KPH/MPH	Power	1,236,853	1,167,621		$ 2,404,474	$ -	$ -
CUH955	Solar Monitoring	Power	222	-		$ 222	$ -	$ -
CUH956	Facility Maintenance - Gate Valves	Water	275,213	-		$ 275,213	$ 275,213	$ 176,687
CUH957	Moccasin Corrison Control	Joint	48,023	110,986		$ 159,009	$ 71,554	$ 45,938
CUH958	Generation Metering	Power	-	18,811		$ 18,811	$ -	$ -
CUH959	Moccasin Reservoir Water Quality	Water	109,379	-		$ 109,379	$ 109,379	$ 70,221
CUH960	Solar Power Project	Power	6,480	(5,333)		$ 1,147	$ -	$ -
CUH861	MECA Solar	Power	-	26,369		$ 26,369	$ -	$ -
CUH962	SF Electrical Reliability	Power	9,672,565	2,653		$ 9,675,218	$ -	$ -
CUH964	Watershed Lan Purchase	Water	-	75,756		$ 75,756	$ 75,756	$ 48,635
CUH966	MECA - Demand Reduction	Power	-	-		$ -	$ -	$ -
CUH969	SFIA SCADA	Power	-	-		$ -	$ -	$ -
CUH971	Neward - CCSF Tranmission Project	Power	235,120	54,602		$ 289,722	$ -	$ -
CUH972	Load Metering	Power	145,039	1,274		$ 146,313	$ -	$ -
CUH973	Distribution Assessment	Power	-	-		$ -	$ -	$ -
CUH975	Hetch Hetchy Water R&R	Power	-	130,100		$ 130,100	$ -	$ -
CUH975	Hetch Hetchy Water R&R	Water	52,613	516,524		$ 569,137	$ 569,137	$ 365,386
CUH975	Hetch Hetchy Water R&R	Joint	999,854	887,864		$ 1,887,718	$ 849,473	$ 545,362
CUH976	KPH Rewind	Power	1,053,295	1,417,914		$ 2,471,209	$ -	$ -
CUH977	Facilities Maintenance - Water	Joint	770,839	1,049,878		$ 1,820,717	$ 819,323	$ 526,005
CUH978	Community Choice Aggregation	Power	5,571	101,075		$ 106,646	$ -	$ -
CUH979	Hunters Point Distribution	Power	1,926,977	532,011		$ 2,458,988	$ -	$ -
CUH981	Shore Power for Cruise Ships	Power	2,690	-		$ 2,690	$ -	$ -
CUH986	SEA - Energy Efficiency	Power	15,262	-		$ 15,262	$ -	$ -
CUW687	525 Golden Gate	Joint	-	4,105		$ 4,105	$ 1,847	$ 1,186
IUH004	Auto Maintenance	Joint	-	3,882		$ 3,882	$ 1,747	$ 1,122
PUH501	SF Environment Energy/Green Power	Power	-	66,107		$ 66,107	$ -	$ -
PYEAES	Youth Employment	Joint	-	-		$ -	$ -	$ -
	TOTAL HHWP PROJECTS		23,987,888	12,964,974	-	36,952,862	5,807,023	$ 3,728,109
C	TOTAL COMBINED WATER AND HHWP		$ 337,088,405	$ 97,767,548	$379,397,925	$ 55,458,028		$ 15,594,990

Notes
6/30/08 CWIP per FAMIS
FY 2008-09 Expenditures posted through 3/20/09 per FAMIS
3. Wholesale share of CWIP 70.1% (see Note 5 Attachment K-1)
4. Water Related HHWP CWIP includes 100% of Water and 45% of Joint
5. Wholesale share of CWIP 64.2% (see Note 5 Attachment K-1)
6. Fund 2A expenditures are funded by Series 2006A bond proceeds, proceeds of commercial paper redeemed from 2006A proceeds and earnings on such proceeds, as applicable.

ATTACHMENT K-3
25 YEAR PAYOFF SCHEDULE FOR EXISITING RATE BASE
WATER ENTERPRISE REGIONAL ASSETS AND ONE DIRECT WHOLESALE ASSET
****PRELIMINARY - TO BE SUBSTITUTED WITH FINAL 6/30/09 VALUES****
(Section 5.03)

	Water Assets
6/30/09 Wholesale Share of Net Plant & CWIP (Attachment K-1)	338,452,207
Interest Rate:	5.13%
Term:	25
Monthly Principal & Interest Calculation:	2,004,277
Annual Wholesale Revenue Requirement:	24,051,326

Fiscal Yr Ending	Principal	Interest	**Annual Payment (Wtr)**	Year End Balance
Jun-10	6,848,259	17,203,067	**24,051,326**	331,603,948
Jun-11	7,207,954	16,843,372	**24,051,326**	324,395,994
Jun-12	7,586,541	16,464,785	**24,051,326**	316,809,453
Jun-13	7,985,013	16,066,313	**24,051,326**	308,824,439
Jun-14	8,404,415	15,646,911	**24,051,326**	300,420,024
Jun-15	8,845,844	15,205,482	**24,051,326**	291,574,180
Jun-16	9,310,459	14,740,867	**24,051,326**	282,263,721
Jun-17	9,799,478	14,251,848	**24,051,326**	272,464,243
Jun-18	10,314,181	13,737,145	**24,051,326**	262,150,062
Jun-19	10,855,919	13,195,407	**24,051,326**	251,294,143
Jun-20	11,426,110	12,625,216	**24,051,326**	239,868,033
Jun-21	12,026,250	12,025,076	**24,051,326**	227,841,784
Jun-22	12,657,911	11,393,415	**24,051,326**	215,183,873
Jun-23	13,322,749	10,728,577	**24,051,326**	201,861,123
Jun-24	14,022,507	10,028,819	**24,051,326**	187,838,616
Jun-25	14,759,019	9,292,307	**24,051,326**	173,079,597
Jun-26	15,534,215	8,517,111	**24,051,326**	157,545,382
Jun-27	16,350,127	7,701,199	**24,051,326**	141,195,254
Jun-28	17,208,894	6,842,432	**24,051,326**	123,986,361
Jun-29	18,112,766	5,938,560	**24,051,326**	105,873,594
Jun-30	19,064,113	4,987,213	**24,051,326**	86,809,482
Jun-31	20,065,428	3,985,898	**24,051,326**	66,744,054
Jun-32	21,119,335	2,931,991	**24,051,326**	45,624,719
Jun-33	22,228,597	1,822,729	**24,051,326**	23,396,122
Jun-34	23,396,122	655,204	**24,051,326**	0
Totals:	338,452,207	262,830,943	601,283,150	

ATTACHMENT K-4
25 YEAR PAYOFF SCHEDULE FOR EXISTING RATE BASE
HETCH HETCHY WATER ASSETS AND WATER-RELATED PORTION OF JOINT ASSETS
****PRELIMINARY - TO BE SUBSTITUTED WITH FINAL 6/30/09 VALUES****
(Section 5.03)

	Hetch Hetchy
6/30/09 Wholesale Share of Net Plant & CWIP (Attachment K-1)	43,877,206
Interest Rate:	5.13%
Term:	25
Monthly Principal & Interest Calculation:	259,836
Annual Wholesale Revenue Requirement:	3,118,033

Fiscal Yr Ending	Principal	Interest	**Annual Payment (HH)**	Year End Balance
Jun-10	887,814	2,230,219	**3,118,033**	42,989,393
Jun-11	934,445	2,183,588	**3,118,033**	42,054,948
Jun-12	983,525	2,134,507	**3,118,033**	41,071,423
Jun-13	1,035,183	2,082,849	**3,118,033**	40,036,239
Jun-14	1,089,555	2,028,478	**3,118,033**	38,946,685
Jun-15	1,146,782	1,971,250	**3,118,033**	37,799,903
Jun-16	1,207,015	1,911,017	**3,118,033**	36,592,887
Jun-17	1,270,412	1,847,621	**3,118,033**	35,322,475
Jun-18	1,337,138	1,780,894	**3,118,033**	33,985,337
Jun-19	1,407,370	1,710,663	**3,118,033**	32,577,967
Jun-20	1,481,290	1,636,743	**3,118,033**	31,096,678
Jun-21	1,559,092	1,558,940	**3,118,033**	29,537,585
Jun-22	1,640,981	1,477,051	**3,118,033**	27,896,604
Jun-23	1,727,172	1,390,861	**3,118,033**	26,169,432
Jun-24	1,817,889	1,300,144	**3,118,033**	24,351,544
Jun-25	1,913,371	1,204,662	**3,118,033**	22,438,173
Jun-26	2,013,868	1,104,165	**3,118,033**	20,424,305
Jun-27	2,119,643	998,389	**3,118,033**	18,304,662
Jun-28	2,230,974	887,058	**3,118,033**	16,073,688
Jun-29	2,348,153	769,880	**3,118,033**	13,725,535
Jun-30	2,471,486	646,546	**3,118,033**	11,254,048
Jun-31	2,601,298	516,735	**3,118,033**	8,652,751
Jun-32	2,737,927	380,106	**3,118,033**	5,914,824
Jun-33	2,881,733	236,300	**3,118,033**	3,033,091
Jun-34	3,033,091	84,941	**3,118,033**	0
	43,877,206	34,073,607	77,950,813	

ATTACHMENT K-5
UNEXPENDED APPROPRIATIONS FOR REVENUE-FUNDED REGIONAL ASSETS
CONSTRUCTION WORK IN PROGRESS AS OF MARCH 30, 2009
(Section 5.04)

Project	Project Title	Fund Type	Subfund	Classification	Appropriation	YTD Expenditures	PTD Expenditures	Encumbrances	Available Balances	Notes
				Water Assets						
CUW257	WATERSHED PROTECTION	5W	AAAACP	REGIONAL	1,448,720	29,653	413,529	141,643	893,548	
CUW250	WATERSHED TRAILS&RECREATION IMPRO	5W	AAAACP	REGIONAL	387,639	9,431	112,689	6,675	268,275	
CUW261	REGIONAL WATER STORAGE RNR -BUDGET	5W	AAAACP	REGIONAL	1,750,000	250,970	526,664	26,687	1,196,648	Annual R&R
CUW242	DEMOLITION UNSAFE STRUCTURES	5W	AAAACP	REGIONAL	1,000,000	22,647	407,820	21,524	570,656	
CUW263	CONVEYANCE/TRANSMISSION - BUDGET	5W	AAAACP	REGIONAL	7,825,000	763,603	3,378,543	125,990	4,320,466	Annual R&R
CUW264	WATERSHED ROADS - BUDGET	5W	AAAACP	REGIONAL	3,000,000	77,074	1,391,500	162,401	1,446,099	Annual R&R
CUW262	TREATMENT FACS/WQ IMPROVE-BUDGET	5W	AAAACP	REGIONAL	4,801,000	399,073	2,704,204	349,016	1,747,780	Annual R&R
CUW168	ALAMEDA CREEK FISH RELEASE	5W	AAAACP	REGIONAL	1,537,398	46,624	1,040,919	152,647	343,832	
CUW231	MILLBRAE LAB CAPITAL IMPROVEMENTS	5W	AAAACP	REGIONAL	770,000	19,119	532,135	0	237,865	
CUW227	WATERSHED FENCES/FACILITES	5W	AAAACP	REGIONAL	3,000,000	206,222	2,223,776	581,926	194,298	
CUW253	FACILITIES SECURITY PROJECT	5W	AAAACP	REGIONAL	5,300,000	73,048	4,146,944	113,124	1,039,931	
CUW210	MILLBRAE ADMIN BLDG INTERIM REMODEL	5W	AAAACP	REGIONAL	2,407,700	284,902	1,935,204	160	472,337	
CUW228	WATERSHED ROADS RECONSTRUCTION	5W	AAAACP	REGIONAL	5,170,000	82,992	4,413,061	18,598	738,340	
CUW202	SAN ANTONIO PIPELINE EMERGENCY REPA	5W	AAAACP	REGIONAL	1,400,000	6,012	1,269,190	61,727	69,083	
CUW148	ENVIRONMENTAL & REGULATORY COMP	5W	AAAACP	REGIONAL	3,241,279	0	3,014,995	184,774	41,510	
CUW135	NEW LINE & BYPASS VALVES	5W	AAAACP	REGIONAL	4,829,680	2,103	4,689,067	0	140,613	
CUW143	HETCH HETCHY WATER TREATMENT PLAN	5W	AAAACP	REGIONAL	18,821,529	0	18,452,053	47,947	321,529	
CUW161	TREATMENT FACILITIES IMPROVEMENTS	5W	AAAACP	REGIONAL	15,028,319	334	14,747,873	0	280,446	
CUW241	FACILITIES MAINT SUPPORT STRUCTURES	5W	AAAACP	REGIONAL	5,000,000	8,390	4,988,882	0	11,118	
CUW392	PROGRAM MANAGEMENT SERVICES - WSIF	5W	AAAACP	LOCAL/REGIONAL	1,837,000	(98,519)	751,659	71,973	1,013,368	
CUW127	INST SCADA SYSTEM	5W	AAAACP	LOCAL/REGIONAL	13,156,681	2,481,274	8,653,641	0	4,503,040	
CUW710	OCIP PROJECT CONTROL	5W	AAAACP	LOCAL/REGIONAL	2,497,881	235,706	2,496,959	0	922	
	TOTAL ALL PROJECTS				104,209,826	4,900,661	82,291,307	2,066,813	19,851,706	
	LOCAL PROJECTS			LOCAL	0	0	0	0	0	
	JOINT LOCAL AND REGIONAL PROJECTS			LOCAL/REGIONAL	17,491,562	2,618,462	11,902,259	71,973	5,517,330	
	REGIONAL PROJECTS			REGIONAL	86,718,264	2,282,199	70,389,048	1,994,840	14,334,376	
	TOTAL ALL PROJECTS				104,209,826	4,900,661	82,291,307	2,066,813	19,851,706	
				Hetchy Hetchy Assets						
CUH975	WATER INFRASTRUCTURE - BUDGET	5T	AAAACP	WATER	9,000,000	1,534,488	2,806,592	3,565,023	2,628,385	
CUH964	WATERSHED PROPERTY PURCHASES	5T	AAAACP	WATER	800,000	75,756	454,756	0	345,244	
CUH957	FAC MAINTENANCE-WATER TRANSPORTAT	5T	AAAACP	WATER	3,400,000	110,986	2,885,394	209,138	305,469	
CUH703	PRIEST RESERVOIR DIVERSION CHANNEL	5T	AAAACP	WATER	21,210,344	47,164	20,166,993	0	1,043,351	
CUH926	PIPELINE PURCHASE REPLACEMENT PIPE	5T	AAAACP	WATER	159,860	13,667	157,489	0	2,371	
CUH762	SAN JOAQUIN PIPELINE REPAIRS	5T	AAAACP	WATER	41,469,206	255,011	41,215,761	134,652	118,792	
CUW687	525 GOLDEN GATE	5T	AAAACP	JOINT	280,600	4,105	26,437	0	254,163	
CUH977	FACILITIES MAINTENANCE - BUDGET	5T	AAAACP	JOINT	9,300,000	1,049,878	3,578,478	803,231	4,918,290	
CUH931	HH MICROWAVE REPLACEMENT	5T	AAAACP	JOINT	4,767,000	156,270	3,313,761	1,227,242	225,997	
CUH941	HH SCADA SECURITY & CONTROL, EAST	5T	AAAACP	JOINT	2,068,180	246,948	1,680,922	256,198	131,060	
CUH804	HETCH-HETCHY ROADS REBUILDING	5T	AAAACP	JOINT	4,175,027	341,240	3,544,483	113,314	517,230	
CUH766	HETCHY FACILITIES SECURITY IMPROV.	5T	AAAACP	JOINT	2,086,692	261,601	1,960,386	62,470	63,836	
CUH876	MOCCASIN PHONE SYSTEM	5T	AAAACP	JOINT	1,610,000	15,677	1,528,780	0	81,220	
CUH878	O'SHAUGENESSY DIS.REPAIRS	5T	AAAACP	JOINT	7,179,009	33,750	7,101,644	9,297	68,068	
CUH810	VARIOUS OLD JOB	5T	AAAACP	JOINT	7,613,638	18,690	7,538,034	1,561	74,044	
CUH946	FAC MAINTENANCE-SUPPORT STRUCTURE	5T	AAAACP	JOINT	2,281,454	239	2,273,485	0	7,969	
CUH949	RIGHT OF WAY MAINTENANCE	5T	AAAACP	JOINT	815,000	0	814,208	166	626	
	TOTAL ALL PROJECTS				118,216,010	4,165,470	101,047,602	6,382,292	10,786,117	
	POWER PROJECTS			POWER	0	0	0	0	0	
	WATER PROJECTS			WATER	76,039,410	2,037,072	67,686,985	3,908,812	4,443,613	
	JOINT PROJECTS			JOINT	42,176,600	2,128,397	33,360,617	2,473,480	6,342,504	
	TOTAL ALL PROJECTS				118,216,010	4,165,470	101,047,602	6,382,292	10,786,117	

REVISED ATTACHMENT K-1
WHOLESALE CUSTOMERS' SHARE OF NET BOOK VALUE OF EXISTING ASSETS
AS OF JUNE 30, 2009
(Section 5.03)

	Notes	Water		Hetch Hetchy		Total
Regional System Net Plant as of 6/30/09	1, 5	$485,580,249	1	$63,528,861	2	$549,109,110
Regional Construction Work in Progress as 6/30/09	2	$35,072,164	3	$7,507,984	3	$42,580,148
Total Net Plant and Construction Work in Progress		$520,652,413		$71,036,845		$591,689,258
Regional System Allocation Factor	3	70.1%		64.2%		
Wholesale Share of Regional System Net Plant		$340,391,755		$40,785,529		$381,177,284
Wholesale Share of Construction Work in Progress	4	$11,025,550		$4,820,126		$15,845,676
Total Wholesale Share of Net Plant and CWIP		$351,417,305		$45,605,655		$397,022,960
Interest Rate		5.13%		5.13%		
Term (Yrs)		25		25		
Monthly Principal & Interest		$2,081,055		$270,072		$2,351,127
Annual Wholesale Revenue Requirement Amount		$24,972,661		$3,240,861		$28,213,522

Notes
1. FAACS 120D Report as of 6/30/09
2. CWIP based on balance as 6/30/09, with adjustments from the Agreed-Upon Procedures Report. See K-2 for details.
3. Fixed allocation factors based on dollar weighted 5-year average of J-Table allocation factors (2003-04 through 2007-08)
4. Projects CUW127 SCADA, CUW687/934 525 Golden Gate, and CUW690 Customer Care and Billing are specially allocated, see K-2 for details
5. A rounding difference of $3,846 was identified by the SFPUC relating to various cumulative prior year differences in net utility plant. Under Section 5.03D, the Parties agreed that the Wholesale Customers' share of net book values of existing regional assets as of 06/30/2008 are accurate. However, to match Attachment K to the FY08-09 Audited SRRC, the SFPUC will credit the 1984 Balancing Account for $79.

Original Rate Base, FY08-09 SRRC	$19,367,641
Adjusted Rate Base	$19,367,562
1984 Balancing Account Credit	$79

APPROVED IN ACCORDANCE WITH ARTICLE V, SECTION 5.03D OF THE WATER SUPPLY AGREEMENT BETWEEN THE CITY & COUNTY OF SAN FRANCISCO & WHOLESALE CUSTOMERS:

CITY AND COUNTY OF SAN FRANCISCO
Acting by and through its Public Utilities Commission

By: _____
Edward Harrington
General Manager

Date: 3/4, 2011

BAY AREA WATER SUPPLY AND CONSERVATION AGENCY
Acting on behalf of the Wholesale Customers

By: _____
Arthur R. Jensen
General Manager

Date: 3/7, 2011

REVISED ATTACHMENT K-2
WHOLESALE CUSTOMERS' SHARE OF REVENUE FUNDED CAPITAL EXPENDITURES
CONSTRUCTION WORK IN PROGRESS AS OF JUNE 30, 2009
(Section 5.03)

(1) Project No.	(2) Project Description	(3) Rate Class	(4) CWIP as of 6/30/09	(4a) Adjustments	(4b) Adjusted CWIP as of 06/30/09	(5) Water Related CWIP	(6) Wholesale Share	Funding Source / Notes
A. Water Enterprise								
1. Regional Projects								
CUW111/112	Lower Crystal Springs Dam	Joint	52,615	0	52,615		36,883	ACP/96A
CUW127	SCADA	Joint	30,952	0	30,952		13,951	ACP/98A Split 64.3%/35.9% Joint/City
CUW135	New Lines and Bypass Valves	Joint	69,818	(6,018)	63,800		44,724	98A
CUW143	HH Water Treatment	Joint	1,167	(1,167)	0		0	ACP
CUW168	Alameda HCP -EIS/EIR	Joint	26,428	0	26,428		18,526	ACP
CUW181	Standby Power Facilities	Joint	5,905	0	5,905		4,139	ACP
CUW202	Replace PCCP	Joint	414,754	0	414,754		290,743	ACP/96A/98A
CUW206	Thomas Shaft Roadway	Joint	530,329	0	530,329		371,761	96A/98B
CUW208	Lawrence-Livermore	City	0	0	0		0	ACP
CUW220	Calaveras Dam Evaluation	Joint	308,971	0	308,971		216,588	ACP
CUW227	Watershed Facilities and Fencing	Joint	235,658	0	235,658		165,196	ACP
CUW228	Watershed Roads	Joint	443,771	0	443,771		311,083	ACP
CUW231	Millbrae Labs Improvement	Joint	58,081	0	58,081		40,715	ACP/98B
CUW236	Tesla/SJVH WQ Monitoring	Joint	5,596	(5,596)	0		0	98B
CUW242	Demolition of Unsafe Structures	Joint	2,534	0	2,534		1,777	ACP
CUW248	Sunol/Niles Dam Removal	Joint	81,111	0	81,111		56,859	ACP
CUW253	WQ Projects	Joint	72,144	0	72,144		50,573	ACP
CUW261	Regional R&R - Storage	Joint	706,684	0	706,684		495,386	ACP
CUW262	Regional R&R - Treatment	Joint	575,064	0	575,064		403,120	ACP
CUW263	Regional R&R - Transmission	Joint	1,433,996	0	1,433,996		1,005,231	ACP
CUW264	Watershed Roads	Joint	198,163	0	198,163		138,912	ACP
CUW354	Lower Crystal Springs Dam	Joint	857,235	0	857,235		600,922	ACP
CUW355	Standby Power Facilities	Joint	37,875	0	37,875		26,550	ACP
CUW356	New Crystal Springs Bypass Tunnel	Joint	3,671,856	0	3,671,856		2,573,971	96A/98A
CUW359/CUW12	Irvington Tunnel	Joint	2,095,122	0	2,095,122		1,468,681	ACP
CUW368	BDPL Hydraulic Capacity	Joint	1,612,592	0	1,612,592		1,130,427	ACP
CUW371	CSPS and Pipeline	Joint	221,690	0	221,690		155,404	ACP
CUW374	Calaveras Dam	Joint	544,618	0	544,618		381,777	ACP
CUW382	SVWTP Treated Water Resevoir	Joint	32,153	0	32,153		22,539	ACP
CUW384/CUW23	Tesla Disinfection	Joint	230,019	0	230,019		161,244	ACP
CUW387	CSPL #2	Joint	1,195,062	0	1,195,062		837,739	96A/98B
CUW392	Program Management	Special	979,694	(979,694)	0		0	Special
CUW685	Emergency Operations Center	Joint	185	0	185		129	ACP
CUW687/934	525 Golden Gate	Joint	15,797,679	0	15,797,679		0	will be paid for as lease in lieu of rent
CUW690	Customer Care & Billing	Special	3,535,118	0	3,535,118		0	Note A
CUW710	OCIP	Special	2,496,959	(2,496,959)	0		0	Special
	TOTAL REGIONAL PROJECTS		38,561,597	(3,489,434)	35,072,164		11,025,550	
2. Wholesale Direct								
	None							
B. Hetch Hetchy Water & Power								
CUH703	Priest Reservoir Bypass	Joint	574	0	574	258	166	ACP
CUH762	SJPL Repairs	Water	66,609	0	66,609	66,609	42,763	ACP
CUH766	HH Security Improvements	Joint	284,456	0	284,456	128,005	82,179	ACP
CUH804	HH Roads	Joint	567,503	0	567,503	255,376	163,952	ACP
CUH846	New Moccasin Penstock	Power	543,074	0	543,074	0	0	ACP
CUH931	Microwave Replacement	Joint	4,156,642	0	4,156,642	1,870,489	1,200,854	ACP
CUH941	HH SCADA Security & Control	Joint	702,709	0	702,709	316,219	203,013	ACP
CUH950	Penstock Renovation	Power	561,536	0	561,536	0	0	ACP
CUH957	Moccasin Corrision Control	Water	314,805	0	314,805	314,805	202,105	ACP
CUH959	Moccasin Reservoir Water Quality	Water	109,379	0	109,379	109,379	70,221	ACP
CUH964	Watershed Land Purchase	Water	47,768	0	47,768	47,768	30,667	ACP
CUH975	HH Water R&R - Joint Facilities	Joint	2,495,322	0	2,495,322	1,122,895	720,898	ACP
CUH975	HH Water R&R - Kirkwood Penstock Assessment	Power	460,170	0	460,170	0	0	ACP
CUH975	HH Water R&R - SJPL Rehabilitation/RR Lime Slaker	Water	2,330,076	0	2,330,076	2,330,076	1,495,909	ACP
CUH977	Facilities Maintenance - Water	Joint	2,076,186	0	2,076,186	934,284	599,810	ACP
CUH998	Camp Mather Leach Field	Joint	26,270	0	26,270	11,822	7,589	ACP
	TOTAL HETCH HETCHY WATER & POWER		14,743,078	0	14,743,078	7,507,984	4,820,126	
	TOTAL COMBINED WATER AND HHWP		53,304,675	(3,489,434)	49,815,242	7,507,984	15,845,676	

Note A: CUW690 - Customer Care & Billing
This project will be specially allocated. SFPUC will reflect $70,702.36 ($3,535,117.97 x 2%) as an adjustment to the Balancing Account in favor of the Retail customers.

REVISED ATTACHMENT K-3

(Section 5.03)

ANNUAL PAYMENTS FOR WHOLESALE SHARE OF 6/30/09 NET PLANT & CWIP

(WATER ASSETS)

Revised for February 2013 Prepayment

6/30/09 Wholesale Share of Net Plant & CWIP:	351,417,305
Interest Rate:	5.13%
Original Term:	25
Monthly Principal & Interest Calculation through 6/30/13:	2,081,055
Annual Wholesale Revenue Requirement through 6/30/13:	24,972,661

Fiscal Yr Ending	Principal	Interest	Total	Prepay-ment	End Bal (6/30)
Jun-10	7,110,596	17,862,065	24,972,661	-	344,306,709
Jun-11	7,484,069	17,488,591	24,972,661	-	336,822,640
Jun-12	7,877,159	17,095,502	24,972,661	-	328,945,481
Jun-13	13,715,985	11,256,676	24,972,661	315,229,496	0
Jun-14	-	-	-	-	-
Jun-15	-	-	-	-	-
Jun-16	-	-	-	-	-
Jun-17	-	-	-	-	-
Jun-18	-	-	-	-	-
Jun-19	-	-	-	-	-
Jun-20	-	-	-	-	-
Jun-21	-	-	-	-	-
Jun-22	-	-	-	-	-
Jun-23	-	-	-	-	-
Jun-24	-	-	-	-	-
Jun-25	-	-	-	-	-
Jun-26	-	-	-	-	-
Jun-27	-	-	-	-	-
Jun-28	-	-	-	-	-
Jun-29	-	-	-	-	-
Jun-30	-	-	-	-	-
Jun-31	-	-	-	-	-
Jun-32	-	-	-	-	-
Jun-33	-	-	-	-	-
Jun-34	-	-	-	-	-
	36,187,809	63,702,834	99,890,643	315,229,496	

Note: The monthly supporting calculation for fiscal year 2012-13 is attached.

Monthly Calculations for Updated K-3 Schedule for FY 2012-13
Based on February 2013 Prepayment
(Water)

6/30/12 Unpaid Balance	328,945,481
Interest Rate:	5.13%
Original Term:	25
Monthly Principal & Interest Calculation through 6/30/13	2,081,055
Annual Wholesale Revenue Requirement through 6/30/13:	24,972,661
Prepayment Date	2/27/13

Month Ending	Mo. Pmt	Beginning Balance	Principal [1]	Interest [1]	Total	Ending Balance	Prepay-ment
6/30/12		n/a	n/a	n/a	n/a	328,945,481	
7/30/12	2,081,055	328,945,481	674,813	1,406,242	2,081,055	328,270,667	-
8/30/12	2,081,055	328,270,667	677,698	1,403,357	2,081,055	327,592,970	-
9/30/12	2,081,055	327,592,970	680,595	1,400,460	2,081,055	326,912,374	-
10/30/12	2,081,055	326,912,374	683,505	1,397,550	2,081,055	326,228,870	-
11/30/12	2,081,055	326,228,870	686,427	1,394,628	2,081,055	325,542,443	-
12/30/12	2,081,055	325,542,443	689,361	1,391,694	2,081,055	324,853,082	-
1/30/13	2,081,055	324,853,082	692,308	1,388,747	2,081,055	324,160,774	-
2/28/13	2,081,055	324,160,774	695,268	1,385,787	2,081,055	323,465,506	315,229,496 [1]
3/30/13	2,081,055	8,236,010	2,045,846	35,209	2,081,055	6,190,164	-
4/30/13	2,081,055	6,190,164	2,054,592	26,463	2,081,055	4,135,572	-
5/30/13	2,081,055	4,135,572	2,063,375	17,680	2,081,055	2,072,196	-
6/30/13	2,081,055	2,072,196	2,072,196	8,859	2,081,055	0	-
Total (Rev K-3):			13,715,985	11,256,676	24,972,661		315,229,496
Current K-3 [2]:			8,290,896	16,681,765	24,972,661		
Additional Principal Amortized:			5,425,089				

(1) Starting in March, the Prepayment is applied to the monthly interest calculations and monthly principal is calculated to maintain monthly principal and interest $2,081,055 and the annual WRR amount at $24,972,661 resulting in no impact to the 6/30/13 balancing account compared to no prepayment being made.

(2) K-3 principal and interest for FY 12-13 on K-3 before prepayment. Provided for reference only.

REVISED **ATTACHMENT K-4**

(Section 5.03)

ANNUAL PAYMENTS FOR WHOLESALE SHARE OF 6/30/09 NET PLANT & CWIP

(HETCH HETCHY ASSETS)

Revised for February 2013 Prepayment

6/30/09 Wholesale Share of Net Plant & CWIP:	45,605,655
Interest Rate:	5.13%
Original Term:	25
Monthly Principal & Interest Calculation through 6/30/13:	270,072
Annual Wholesale Revenue Requirement through 6/30/13:	3,240,861

Fiscal Yr Ending	Principal	Interest	Total	Prepay-ment	End Bal (6/30)
Jun-10	922,787	2,318,074	3,240,861	-	44,682,868
Jun-11	971,255	2,269,606	3,240,861	-	43,711,612
Jun-12	1,022,269	2,218,592	3,240,861	-	42,689,343
Jun-13	1,780,010	1,460,850	3,240,861	40,909,333	0
Jun-14	-	-	-	-	-
Jun-15	-	-	-	-	-
Jun-16	-	-	-	-	-
Jun-17	-	-	-	-	-
Jun-18	-	-	-	-	-
Jun-19	-	-	-	-	-
Jun-20	-	-	-	-	-
Jun-21	-	-	-	-	-
Jun-22	-	-	-	-	-
Jun-23	-	-	-	-	-
Jun-24	-	-	-	-	-
Jun-25	-	-	-	-	-
Jun-26	-	-	-	-	-
Jun-27	-	-	-	-	-
Jun-28	-	-	-	-	-
Jun-29	-	-	-	-	-
Jun-30	-	-	-	-	-
Jun-31	-	-	-	-	-
Jun-32	-	-	-	-	-
Jun-33	-	-	-	-	-
Jun-34	-	-	-	-	-
	4,696,322	8,267,121	12,963,443	40,909,333	

Note: The monthly supporting calculation for fiscal year 2012-13 is attached.

Monthly Calculations for Updated K Schedules for FY 2012-13
Based on February 2013 Prepayment
(Hetch Hetchy)

6/30/12 Unpaid Balance	42,689,343
Interest Rate:	5.13%
Original Term:	25
Monthly Principal & Interest Calculation through 6/30/13	270,072
Annual Wholesale Revenue Requirement through 6/30/13:	3,240,861
Est. Prepayment Date	2/27/13

Month Ending	Mo. Pmt	Beginning Balance	Principal [1]	Interest [1]	Total	Ending Balance	Prepay-ment
6/30/12		n/a	n/a	n/a	n/a	42,689,343	
7/30/12	270,072	42,689,343	87,575	182,497	270,072	42,601,769	-
8/30/12	270,072	42,601,769	87,949	182,123	270,072	42,513,820	-
9/30/12	270,072	42,513,820	88,325	181,747	270,072	42,425,494	-
10/30/12	270,072	42,425,494	88,703	181,369	270,072	42,336,792	-
11/30/12	270,072	42,336,792	89,082	180,990	270,072	42,247,710	-
12/30/12	270,072	42,247,710	89,463	180,609	270,072	42,158,247	-
1/30/13	270,072	42,158,247	89,845	180,227	270,072	42,068,402	-
2/28/13	270,072	42,068,402	90,229	179,842	270,072	41,978,172	40,909,333 [1]
3/30/13	270,072	1,068,839	265,502	4,569	270,072	803,337	-
4/30/13	270,072	803,337	266,637	3,434	270,072	536,699	-
5/30/13	270,072	536,699	267,777	2,294	270,072	268,922	-
6/30/13	270,072	268,922	268,922	1,150	270,072	0	-

Total (Rev K-4):	1,780,010	1,460,850	3,240,861	40,909,333
Current K-4 [2]:	1,075,962	2,164,899	3,240,861	
Additional Principal Amortized (K-4):	704,048			Combined
Plus Additional K-3 Principal:	5,425,089			Prepayment
Combined Additional Principal:	**6,129,137**			**356,138,829**

(1) Starting in March, the Prepayment is applied to the monthly interest calculations and monthly principal is calculated to maintain monthly principal and interest $270,072 and the annual WRR amount at $3,240,861, resulting in no impact to the 6/30/13 balancing account compared to np prepayment being made.

(2) K-4 principal and interest for FY 12-13 on K-4 before prepayment.

REVISED **ATTACHMENT K-5**
10 YEAR PAYOFF SCHEDULES FOR EXISTING RATE BASE
WATER ENTERPRISE UNEXPENDED APPROPRIATIONS FOR REVENUE-FUNDED REGIONAL ASSETS
CONSTRUCTION WORK IN PROGRESS (CWIP)
AS OF JUNE 30, 2009
(Section 5.03C)

	Revised	Audited	Difference (Increase) from Audited	Original	Difference (Increase) from Original
6/30/09 Wholesale Share of Unexpended Appropriations of CWIP	$ 6,618,478	$ 6,618,021	$ 457	$ 6,613,084	$ 5,394
Interest Rate:	4.00%				
Term:	10				
Monthly Principal & Interest Calculation:	$67,009				
Annual Wholesale Revenue Requirement:	$804,106	$804,051	$ 55	$803,451	$655

Fiscal Yr Ending	Principal	Interest	Annual Payment	Year End Balance
Jun-15	$549,366	$254,740	$804,106	$6,069,112
Jun-16	$571,748	$232,358	$804,106	$5,497,363
Jun-17	$595,042	$209,064	$804,106	$4,902,321
Jun-18	$619,285	$184,821	$804,106	$4,283,035
Jul-19	$644,516	$159,590	$804,106	$3,638,519
Jun-20	$670,775	$133,332	$804,106	$2,967,745
Jun-21	$698,103	$106,004	$804,106	$2,269,642
Jun-22	$726,545	$77,562	$804,106	$1,543,097
Jul-23	$756,145	$47,961	$804,106	$786,952
Jun-24	$786,952	$17,155	$804,106	$0
Totals:	$6,618,478	$1,422,587	$8,041,065	

REVISED **ATTACHMENT K-5**

10 YEAR PAYOFF SCHEDULES FOR EXISTING RATE BASE
HETCH HETCHY ENTERPRISE UNEXPENDED APPROPRIATIONS FOR REVENUE-FUNDED REGIONAL ASSETS
CONSTRUCTION WORK IN PROGRESS (CWIP)
AS OF JUNE 30, 2009
(Section 5.03C)

	Revised	Audited	Difference (Increase) from Audited	Original	Difference (Increase) from Original
6/30/09 Wholesale Share of Unexpended Appropriations of CWIP	$ 2,923,204	$ 2,914,484	$ 8,720	$ 2,912,877	$ 10,326
Interest Rate:	4.00%				
Term:	10				
Monthly Principal & Interest Calculation:	$29,596				
Annual Wholesale Revenue Requirement:	$355,152	$354,093	$ 1,059	$353,898	$1,254

Fiscal Yr Ending	Principal	Interest	Total	End. Balance	Principal	Interest	Annual Payment	Year End Balance
Jun-15	$20,592	$9,004	$29,596	$2,680,563	$242,640	$112,512	$355,152	$2,680,563
Jun-16	$21,431	$8,165	$29,596	$2,428,037	$252,526	$102,626	$355,152	$2,428,037
Jun-17	$22,304	$7,292	$29,596	$2,165,223	$262,814	$92,338	$355,152	$2,165,223
Jun-18	$23,213	$6,383	$29,596	$1,891,701	$273,522	$81,631	$355,152	$1,891,701
Jul-19	$24,159	$5,437	$29,596	$1,607,036	$284,665	$70,487	$355,152	$1,607,036
Jun-20	$25,143	$4,453	$29,596	$1,310,773	$296,263	$58,889	$355,152	$1,310,773
Jun-21	$26,167	$3,429	$29,596	$1,002,440	$308,333	$46,819	$355,152	$1,002,440
Jun-22	$27,233	$2,363	$29,596	$681,544	$320,895	$34,257	$355,152	$681,544
Jul-23	$28,343	$1,253	$29,596	$347,575	$333,969	$21,183	$355,152	$347,575
Jun-24	$29,498	$98	$29,596	($0)	$347,575	$7,577	$355,152	($0)
Totals:	$2,923,204	$628,318	$3,551,522		$2,923,204	$628,318	$3,551,522	

Review of Unexpended Balances of Appropriated Funds (Not Included in CWIP as of 6/30/2009)
Construction Work in Progress As of June 30, 2009
(Section 5.03.C)

	Project	Project Title	Fund Type	Subfund	Classification	(A) Appropriation As of June 30, 2009	YTD Expenditures As of June 30, 2009	(B) PTD Expenditures As of June 30, 2009	(C) Encumbrances As of June 30, 2009	(D) = (A) - (B) - (C) Available Balance As of June 30, 2009	(E1) Expenditures in FY 2009-10	(E2) FY 2010-11	(E3) FY 2011-12	(E4) FY 2012-13	(E5) FY 2013-14	(E6) YTD FY 2014-15	(E) = (E1) + (E2) + (E3)+(E4)+(E5) + (E6) Total Expenditures	(F) = (C) + (D) - (E) Unused Balance	(G) Encumbrances As of June 30, 2015	(H) Appropriation Transfer Out through Closeout Process As of June 30, 2015	(I) DEOBLIGATE / OBLIGATION As of June 30, 2015	(J) = (A) - (B) - (E) - (G) - (H) - (I) Unexpended Balances of Appropriation after Closeout and Deobligate As of June 30, 2015
	Water Assets:																					
Addition to K-5	CUW111	CRYSTAL SP RES OP PLAN[8]	5W	AAAACP	REGIONAL	$ 1,058,054	$ -	$ 1,023,222	$ -	$ 34,832	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 34,832	$ -	$ 34,832	$ -	$ -
Addition to K-5	CUW112	CRYSTAL SPRINGS P/L NO 1-PHASE 2[8]	5W	AAAACP	REGIONAL	$ 2,422,523	$ 207	$ 1,375,634	$ -	$ 1,046,889	$ 1,327	$ 99	$ -	$ -	$ -	$ -	$ 1,426	$ 1,045,463	$ -	$ 1,045,463	$ -	$ -
Addition to K-5	CUW118	MILLBRAE SHOP-PHASE 2-B[8]	5W	AAAACP	REGIONAL	$ 11,263,269	$ 3,998	$ 11,014,662	$ -	$ 248,607	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 248,607	$ -	$ 248,607	$ -	$ -
K-5	CUW135	NEW LINE & BYPASS VALVES[8]	5W	AAAACP	REGIONAL	$ 4,829,680	$ 2,103	$ 4,689,067	$ -	$ 140,613	$ 23,027	$ 1,453	$ -	$ -	$ -	$ -	$ 24,480	$ 116,133	$ -	$ 116,133	$ -	$ -
K-5	CUW143	HETCH HETCHY WATER TREATMENT PLAN[8, 10]	5W	AAAACP	REGIONAL	$ 18,821,529	$ 164,267	$ 18,616,320	$ 47,947	$ 157,262	$ 36,572	$ 7,125	$ -	$ -	$ -	$ -	$ 43,697	$ 161,512	$ -	$ 161,512	$ -	$ -
K-5	CUW148	ENVIRONMENTAL & REGULATORY COMP[8]	5W	AAAACP	REGIONAL	$ 3,241,279	$ 990	$ 3,015,985	$ -	$ 225,294	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 225,294	$ -	$ 225,294	$ -	$ -
K-5	CUW161	TREATMENT FACILITIES IMPROVEMENTS[8]	5W	AAAACP	REGIONAL	$ 15,028,319	$ 334	$ 14,747,873	$ -	$ 280,446	$ 580	$ 45,176	$ -	$ -	$ -	$ -	$ 45,756	$ 234,690	$ -	$ 234,690	$ -	$ -
K-5	CUW168	ALAMEDA CREEK FISH RELEASE	5W	AAAACP	REGIONAL	$ 1,537,398	$ 100,642	$ 1,094,937	$ 125,057	$ 317,404	$ 11,523	$ 67,487	$ 31,045	$ 2,233	$ (6,684)		$ 105,604	$ 336,857	$ 7,068	$ 329,789	$ -	$ -
K-5	CUW202	SAN ANTONIO PIPELINE EMERGENCY REPAIR	5W	AAAACP	REGIONAL	$ 1,400,000	$ (339,465)	$ 923,712	$ 16,032	$ 460,256	$ 5,936	$ 5,366	$ -	$ -	$ -	$ -	$ 11,302	$ 464,986	$ -	$ 464,986	$ -	$ -
K-5	CUW210	MILLBRAE ADMIN BLDG INTERIM REMODEL[8]	5W	AAAACP	REGIONAL	$ 2,407,700	$ 284,902	$ 1,935,204	$ 160	$ 472,336	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 472,496	$ -	$ 472,496	$ -	$ -
K-5	CUW227	WATERSHED FENCES/FACILITIES[8]	5W	AAAACP	REGIONAL	$ 3,000,000	$ 530,822	$ 2,548,376	$ 494,574	$ (42,950)	$ 221,715	$ 38,212	$ -	$ -	$ -	$ -	$ 259,927	$ 191,697	$ -	$ 191,697	$ -	$ -
K-5	CUW228	WATERSHED ROADS RECONSTRUCTION[8]	5W	AAAACP	REGIONAL	$ 5,170,000	$ 85,843	$ 4,415,913	$ 2,742	$ 751,345	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 754,087	$ -	$ 754,087	$ -	$ -
K-5	CUW231	MILLBRAE LAB CAPITAL IMPROVEMENTS[8]	5W	AAAACP	REGIONAL	$ 770,000	$ 40,678	$ 553,694	$ -	$ 216,306	$ 42,703	$ 54,851	$ -	$ -	$ -	$ -	$ 97,554	$ 118,752	$ -	$ 118,752	$ -	$ -
K-5	CUW241	FACILITIES MAINT SUPPORT STRUCTURES[8]	5W	AAAACP	REGIONAL	$ 5,000,000	$ 8,390	$ 4,988,882	$ -	$ 11,118	$ 1,745	$ -	$ -	$ -	$ -	$ -	$ 1,745	$ 9,373	$ -	$ 9,373	$ -	$ -
K-5	CUW242	DEMOLITION UNSAFE STRUCTURES[8]	5W	AAAACP	REGIONAL	$ 1,000,000	$ 24,867	$ 410,040	$ 21,524	$ 568,436	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 589,960	$ -	$ 589,960	$ -	$ -
K-5	CUW250	WATERSHED TRAILS & RECREATION IMPROV[8]	5W	AAAACP	REGIONAL	$ 387,639	$ 9,431	$ 112,689	$ 11,233	$ 263,717	$ 4,558	$ -	$ -	$ -	$ -	$ -	$ 4,558	$ 270,392	$ -	$ 270,392	$ -	$ -
K-5	CUW253	FACILITIES SECURITY PROJECT[1, 5]	5W	AAAACP	REGIONAL	$ 5,300,000	$ 234,328	$ 4,308,224	$ 142,789	$ 848,987	$ 142,346	$ 100,591	$ 748,839				$ 991,776	$ -	$ -	$ -	$ -	$ -
K-5	CUW257	WATER PROTECTION[1, 5]	5W	AAAACP	REGIONAL	$ 1,448,720	$ 113,871	$ 497,747	$ 481,704	$ 469,269	$ 357,690	$ 593,283	$ -	$ -	$ -	$ -	$ 950,973	$ -	$ -	$ -	$ -	$ -
K-5	CUW261	REGIONAL WATER STORAGE RNR - BUDGET[1, 5]	5W	AAAACP	REGIONAL	$ 1,750,000	$ 430,990	$ 706,684	$ 283,219	$ 760,097	$ 1,043,316	$ -	$ -	$ -	$ -	$ -	$ 1,043,316	$ -	$ -	$ -	$ -	$ -
K-5	CUW262	TREATMENT FACS/WQ IMPROVE - BUDGET[9]	5W	AAAACP	REGIONAL	$ 4,801,000	$ 896,697	$ 3,201,827	$ 293,371	$ 1,305,802	$ 622,441	$ 473,078	$ 33,103	$ 24,981	$ -	$ -	$ 1,153,603	$ 445,570	$ -	$ -	$ -	$ 445,570
K-5	CUW263	CONVEYANCE/TRANSMISSION - BUDGET[9]	5W	AAAACP	REGIONAL	$ 7,825,000	$ 1,404,501	$ 4,019,441	$ 381,217	$ 3,424,342	$ 2,062,574	$ 749,747	$ 217,706	$ 1,642	$ 446,362	$ -	$ 3,478,031	$ 327,528	$ 327,528	$ -	$ -	$ -
K-5	CUW264	WATERSHED ROADS - BUDGET[9]	5W	AAAACP	REGIONAL	$ 3,000,000	$ 202,638	$ 1,517,064	$ 145,665	$ 1,337,271	$ 687,176	$ 473,915	$ 69,916	$ 17,763	$ 118,158	$ 1,753	$ 1,368,681	$ 114,255	$ -	$ -	$ -	$ 114,255
K-5	CUW127	INST SCADA SYSTEM[7, 8]	5W	AAAACP	LOCAL/REGIONAL	$ 13,156,681	$ 6,221,108	$ 12,393,475	$ -	$ 763,206	$ -	$ -	$ -	$ -	$ -	$	$ -	$ 763,206	$ -	$ 763,206	$ -	$ -
K-5	CUW392	PROGRAM MANAGEMENT SERVICES - WSIF[2, 4, 8, 10]	5W	AAAACP	LOCAL/REGIONAL	$ 1,000,000	$ (92,112)	$ 758,065	$ 33,289	$ 208,646	$ -	$ 2	$ -	$ -	$ -	$ -	$ 2	$ 241,933	$ -	$ 241,933	$ -	$ -
K-5	CUW710	OCIP PROJECT CONTROL[2, 8]	5W	AAAACP	LOCAL/REGIONAL	$ 2,497,881	$ 235,706	$ 2,496,959	$ -	$ 922	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 922	$ -	$ 922	$ -	$ -
	CUH977-03	HH MATHER FACILITIES	5T	AAAACP	Local	$ 73,000	$ 13,327	$ 55,989	$ -	$ 17,011	$ 17,011	$ -	$ -	$ -	$ -	$ -	$ 17,011	$ -	$ -	$ -		$ -
		TOTAL ALL PROJECTS PER K-5				**$ 118,189,672**	**$ 10,579,063**	**$ 101,421,685**	**$ 2,480,523**	**$ 14,287,464**	**$ 5,282,240**	**$ 2,610,385**	**$ 1,100,609**	**$ 46,619**	**$ 557,836**	**$ 1,753**	**$ 9,599,442**	**$ 7,168,545**	**$ 334,596**	**$ 6,274,124**	**$ -**	**$ 559,825**
		LOCAL PROJECTS			LOCAL	$ 73,000	$ 13,327	$ 55,989	$ -	$ 17,011	$ 17,011	$ -	$ -	$ -	$ -	$ -	$ 17,011	$ -	$ -	$ -	$ -	$ -
		JOINT LOCAL AND REGIONAL PROJECTS			LOCAL/REGIONAL	$ 16,654,562	$ 6,364,702	$ 15,648,499	$ 33,289	$ 972,774	$ -	$ 2	$ -	$ -	$ -	$ -	$ 2	$ 1,006,061	$ -	$ 1,006,061	$ -	$ -
		REGIONAL PROJECTS		(AA)	REGIONAL	$ 101,462,110	$ 4,201,034	$ 85,717,197	$ 2,447,234	$ 13,297,679	$ 5,265,229	$ 2,610,383	$ 1,100,609	$ 46,619	$ 557,836	$ 1,753	$ 9,582,429	$ 6,162,484	$ 334,596	$ 5,268,063	$ -	$ 559,825
		TOTAL ALL PROJECTS PER K-5				**$ 118,189,672**	**$ 10,579,063**	**$ 101,421,685**	**$ 2,480,523**	**$ 14,287,464**	**$ 5,282,240**	**$ 2,610,385**	**$ 1,100,609**	**$ 46,619**	**$ 557,836**	**$ 1,753**	**$ 9,599,442**	**$ 7,168,545**	**$ 334,596**	**$ 6,274,124**	**$ -**	**$ 559,825**
		Proportional Water Use per J-Table		**(BB)**							**66.67%**	**65.86%**	**65.83%**	**66.56%**	**67.63%**	***65.67%***						
		Wholesale Share before Customer Information System		**(C1) = (AA) x (BB)**							**$ 3,510,328**	**$ 1,719,198**	**$ 724,531**	**$ 31,030**	**$ 377,264**	**$ 1,151**	**$ 6,363,503**					
Addition to K-5	CUW690	CUSTOMER INFORMATION SYSTEM[3]	5W	AAAACP	LOCAL/REGIONAL	$ 8,856,574	$ 3,786,403	$ 5,757,389	$ 1,384,017	$ 1,715,168	$ 2,400,419	$ 47,133	$ 523,304	$ 40,839	$ 24,696	$ -	$ 3,036,391	$ 62,794	$ 51,242	$ 11,552	$ -	$ -
		Water Regional share (49.7% of Customer Information System up to FY 2013 and 51.2% for FY 2014)									$ 1,193,008	$ 23,425	$ 260,082	$ 20,297	$ 12,644	$ -	$ 1,509,457					
		Wholesale share (2% from Water Regional share)		**(C2)**							**$ 23,860**	**$ 469**	**$ 5,202**	**$ 406**	**$ 253**	**$ -**	**$ 30,189**					
		Wholesale Share after Customer Information System		**CC = (C1 + C2)**							**$ 3,534,188**	**$ 1,719,667**	**$ 729,733**	**$ 31,436**	**$ 377,517**	**$ 1,151**	**$ 6,393,692**					
		Pooled Interest Rate in FY 2010-11		**(DD1)**							**1.24%**	**-**	**-**	**-**	**-**	**-**						
		Pooled Interest Rate in FY 2011-12		**(DD2)**							**1.11%**	**1.11%**	**-**	**-**	**-**	**-**						
		Pooled Interest Rate in FY 2012-13		**(DD3)**							**0.85%**	**0.85%**	**0.85%**									
		Pooled Interest Rate in FY 2013-14		**(DD4)**							**0.663%**	**0.663%**	**0.663%**	**0.663%**								
		Estimated Pooled Interest Rate in FY 2014-15 (as of March 31, 2015)		**(DD5)**							***0.499%***	***0.499%***	***0.499%***	***0.499%***	***0.499%***	***0.499%***						
		Interest Amount in FY 2010-11		**(EE1) = (CC) x (DD1)**							**$ 43,824**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 43,824**					
		Interest Amount in FY 2011-12		**(EE2) = (CC) x (DD2)**							**$ 39,229**	**$ 19,088**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 58,318**					
		Interest Amount in FY 2012-13		**(EE3) = (CC) x (DD3)**							**$ 30,041**	**$ 14,617**	**$ 6,203**	**$ -**	**$ -**	**$ -**	**$ 50,860**					
		Interest Amount in FY 2013-14		**(EE4) = (CC) x (DD4)**							**$ 23,432**	**$ 11,401**	**$ 4,838**	**$ 208**	**$ -**	**$ -**	**$ 39,880**					
		Estimated Interest Amount in FY 2014-15 (as of March 31, 2015)		**(EE5) = (CC) x (DD5)**							***$ 17,636***	***$ 8,581***	***$ 3,641***	***$ 157***	***$ 1,884***	***$ 6***	***$ 31,905***					
		Balance due from Wholesale Customers		**(FF) = (CC) + (EE1) + (EE2) + (EE3) + (EE4) + (EE5)**							**$ 3,688,350**	**$ 1,773,355**	**$ 744,415**	**$ 31,801**	**$ 379,401**	**$ 1,157**	**$ 6,618,478**					

	Project	Project Title	Fund Type	Subfund	Classification	(A) Appropriation As of June 30, 2009	(B) YTD Expenditures As of June 30, 2009	PTD Expenditures As of June 30, 2009	(C) Encumbrances As of June 30, 2009	(D) = (A) - (B) - (C) Available Balance As of June 30, 2009	Expenditures in (E1) FY 2009-10	(E2) FY 2010-11	(E3) FY 2011-12	(E4) FY 2012-13	(E5) FY 2013-14	(E6) YTD FY 2014-15	(E) = (E1) + (E2) + (E3)+(E4)+(E5) + (E6) Total Expenditures	(F) = (C) + (D) - (E) Unused Balance	(G) Encumbrances As of June 30, 2015	(H) Appropriation Transfer Out through Closeout Process As of June 30, 2015	(I) DEOBLIGATE / OBLIGATION As of June 30, 2015	(I) = (A) - (B) - (E) - (G) - (H) - (I) Unexpended Balances of Appropriation after Closeout and Deobligate As of June 30, 2015
	Hetch Hetchy Assets:																					
K-5	CUH703	PRIEST RESERVOIR DIVERSION CHANNEL	5T	AAAACP	Power	$ 21,210,344	$ 58,645	$ 20,178,474	$ 12,715	$ 1,019,155	$ 11,677	$ 668,169	$ 345,705	$ -	$ -	$ -	$ 1,025,551	$ 6,319	$ -	$ 6,320	$ -	$ -
K-5	CUH762	SAN JOAQUIN PIPELINE REPAIRS	5T	AAAACP	WATER	$ 41,469,206	$ 376,954	$ 41,337,704	$ 22,570	$ 108,932	$ 95,946	$ 5,657	$ (4,335)	$ 26,504	$ -	$ -	$ 123,772	$ 7,730		$ -		$ 7,730
K-5	CUH926	PIPELINE PURCHASE REPLACEMENT PIPE[6]	5T	AAAACP	WATER	$ 159,860	$ 13,667	$ 157,489	$ -	$ 2,371	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,371		$ 2,371		$ -
Addition to K-5	CUH945	SJ PIPELINE #4 ADDITION; CROSSOVER;TSTAT[6]	5T	AAAACP	WATER	$ 500,000	$ -	$ 440,711	$ -	$ 59,289	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 59,289		$ 59,289		$ -
K-5	CUH957	FAC MAINTENANCE - WATER TRANSPORTATION	5T	AAAACP	WATER	$ 3,400,000	$ 122,418	$ 2,896,826	$ 209,138	$ 294,036	$ 201,606	$ 154,592	$ 107,781	$ (28,813)	$ -	$ -	$ 435,166	$ 68,008		$ -	$ 68,008	$ -
Addition to K-5	CUH959	MOCCASIN RESV WATER QUALITY	5T	AAAACP	WATER	$ 150,000	$ -	$ 109,379	$ -	$ 40,621	$ 11,955	$ -	$ -	$ -	$ -	$ -	$ 11,955	$ 28,666		$ -	$ 28,666	$ -
K-5	CUH964	WATERSHED PROPERTY PURCHASES	5T	AAAACP	WATER	$ 800,000	$ 130,035	$ 509,035	$ 1,388	$ 289,577	$ 35,024	$ -	$ -	$ -	$ -	$ -	$ 35,024	$ 255,941		$ 255,941	$ -	$ -
	CUH975-02	REDUNDANT POWER SUPPLIES	5T	AAAACP	JOINT	$ 100,000	$ 8,549	$ 8,549	$ 2,120	$ 89,331	$ 323	$ 35,375	$ 50,539	$ -	$ -	$ -	$ 86,237	$ 5,214		$ -	$ 5,214	$ -
	CUH975-03	RESERVIOR-DAM ASSESSMENT/IMPROVEMENTS	5T	AAAACP	JOINT	$ 300,000	$ 179,633	$ 179,633	$ -	$ 120,367	$ 36,725	$ 83,642	$ -	$ -	$ -	$ -	$ 120,367	$ -		$ -		$ -
	CUH975-04	FOOTHILL TUNNEL IMPROVEMENTS	5T	AAAACP	WATER	$ 315,500	$ 418	$ 190,257	$ -	$ 125,243	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 125,243		$ -	$ 125,243	$ -
	CUH975-05	MOCCASIN SEWAGE DISPOSAL IMPROVEMENTS	5T	AAAACP	JOINT	$ 691,500	$ 197,110	$ 388,174	$ 9,159	$ 294,167	$ 23,389	$ 274,666	$ (15,812)	$ -	$ 416		$ 282,659	$ 20,667		$ -	$ 20,667	$ -
	CUH975-06	DAM DEFLECTION REHABILITATION	5T	AAAACP	JOINT	$ 110,000	$ 54,847	$ 137,259	$ -	$ (27,259)	$ (27,259)	$ -	$ -	$ -	$ -	$ -	$ (27,259)	$ -		$ -		$ -
	CUH975-07	MOUNTAIN TUNNEL ADIT DOOR UPGRADE	5T	AAAACP	JOINT	$ 643,000	$ 447,483	$ 450,726	$ 1,323	$ 190,951	$ 155,893	$ 31,392	$ -	$ -			$ 187,285	$ 4,989		$ -	$ 4,989	$ -
	CUH975-08	OS DRUM GATE ASSESSMENT	5T	AAAACP	JOINT	$ 115,000	$ 3,094	$ 96,931	$ 20,048	$ (1,979)	$ 13,854	$ 4,215	$ -	$ -	$ -	$ -	$ 18,069	$ -		$ -		$ -
	CUH975-09	RESERVIOR VALVES REHABILITATION	5T	AAAACP	JOINT	$ 500,000	$ -	$ 239,922	$ -	$ 260,078	$ -	$ 445	$ -	$ -	$ -	$ -	$ 445	$ 259,633		$ -	$ 259,633	$ -
	CUH97510	MOUNTAIN TUNNEL REHAB	5T	AAAACP	JOINT	$ 972,000	$ 704,286	$ 945,567	$ 32,997	$ (6,564)	$ 26,433	$ -	$ -	$ -	$ -	$ -	$ 26,433	$ -		$ -		$ -
	CUH975-11	TRASH RACKS MOCCASSIN GATE	5T	AAAACP	WATER	$ 415,000	$ 2,339	$ 2,339	$ -	$ 412,661	$ 43,275	$ 219,026	$ -	$ -	$ -	$ -	$ 262,301	$ 150,360		$ -	$ 150,360	$ -
	CUH975-13	O SHAUGHNESSY NEEDLE VALVES	5T	AAAACP	JOINT	$ 190,000	$ 141,801	$ 168,113	$ 14,462	$ 7,425	$ 5,525	$ -	$ -				$ 5,525	$ 16,362		$ -	$ 16,362	$ -
	CUH975-14	PENSTOCK ASSESSMENT/IMPROVEMENTS	5T	AAAACP	Power	$ 1,000,000	$ 255,974	$ 460,170	$ 99,191	$ 440,639	$ 237,131	$ 302,699	$ -	$ -	$ -	$ -	$ 539,830	$ -		$ -		$ -
	CUH975-15	SJPL REHABILITATION	5T	AAAACP	WATER	$ 2,925,000	$ 2,327,311	$ 2,327,311	$ 792,130	$ (194,441)	$ 428,865	$ 104,300	$ 14,872	$ 36,377	$ 4,869	$ 8,406	$ 597,689	$ -		$ -	$ -	$ -
	CUH975-16	TUNNEL CONDITION ASSESSMENT/IMPROVEMENT	5T	AAAACP	JOINT	$ 528,000	$ 247,576	$ 247,576	$ 6,239	$ 274,185	$ 6,245	$ 290	$ -	$ -	$ -	$ -	$ 6,535	$ 273,889		$ -	$ 273,535	$ 354
	CUH975-17	ROCK RIVER SLAKER	5T	AAAACP	WATER	$ 160,000	$ 2,765	$ 2,765	$ 141,818	$ 15,417	$ 129,230	$ 14,182	$ -	$ -	$ -	$ -	$ 143,412	$ 13,823		$ -	$ 13,823	$ -
	CUH975-18	MOCCASIN AFTERBAY REHAB	5T	AAAACP	Power	$ 20,000	$ -	$ -	$ -	$ 20,000	$ 12,457	$ -	$ -	$ -	$ -	$ -	$ 12,457	$ 7,543		$ -	$ 7,543	$ -
	CUH975-19	LEITHOLD SERVICE LINE	5T	AAAACP	JOINT	$ 15,000	$ -	$ -	$ -	$ 15,000	$ 15,000	$ -	$ -	$ -	$ -	$ -	$ 15,000	$ -	$ -	$ -		$ -
K-5	CUH975	WATER INFRASTRUCTURE - BUDGET[9, 10, 11]			PROJECT TOTAL	$ 9,000,000	$ 4,573,186	$ 5,845,292	$ 1,119,487	$ 2,035,221	$ 1,107,086	$ 1,070,232	$ 49,599	$ 36,377	$ 5,285	$ 8,406	$ 2,276,985	$ 877,723	$ -	$ -	$ 877,369	$ 354
Addition to K-5	CUH383	O'SHAUGENESSY WATER SYSTEM RENOVATION[6]	5T	AAAACP	JOINT	$ 765,578	$ -	$ 765,453	$ -	$ 125	$ 1	$ -	$ -	$ -	$ -	$ -	$ 1	$ 124	$ -	$ 124		$ -
K-5	CUH766	HETCHY FACILITIES SECURITY IMPROV.[6]	5T	AAAACP	JOINT	$ 2,086,692	$ 340,148	$ 2,038,933	$ 23,484	$ 24,275	$ 40,374	$ 3,174	$ -	$ -	$ -	$ -	$ 43,548	$ 4,211	$ -	$ 4,211		$ -
Addition to K-5	CUH774	OLD MOCCASIN POWERHOUSE REHAB.[6]	5T	AAAACP	JOINT	$ 1,808,487	$ -	$ 1,808,481	$ -	$ 6	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6	$ -	$ 6		$ -
K-5	CUH804	HETCH-HETCHY ROADS REBUILDING[6]	5T	AAAACP	JOINT	$ 4,175,027	$ 574,433	$ 3,777,676	$ 398,725	$ (1,374)	$ 353,081	$ 30,350	$ -	$ -	$ -	$ -	$ 383,431	$ 13,920	$ -	$ 13,920		$ -
K-5	CUH810	VARIOUS OLD JOB[1, 4, 5, 14]	5T	AAAACP	Power	$ 7,641,687	$ 47,557	$ 7,566,901	$ 559	$ 74,227	$ 74,786	$ -	$ -	$ -	$ -	$ -	$ 74,786	$ -	$ -	$ -		$ -
Addition to K-5	CUH846	MOCCASIN PENSTOCK REPLACEMENT[6]	5T	AAAACP	Power	$ 716,623	$ -	$ 713,578	$ -	$ 3,045	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,045	$ -	$ 3,045		$ -
K-5	CUH876	MOCCASIN PHONE SYSTEM	5T	AAAACP	JOINT	$ 1,610,000	$ 16,912	$ 1,530,015	$ 457	$ 79,528	$ 9,802	$ -	$ -	$ -	$ -	$ -	$ 9,802	$ 70,183	$ -	$ 70,183		$ -
K-5	CUH878	O'SHAUGENESSY DIS. REPAIRS	5T	AAAACP	JOINT	$ 7,179,009	$ 42,279	$ 7,110,173	$ -	$ 68,836	$ 24,863	$ -	$ 9,316	$ (9,316)	$ -	$ -	$ 24,863	$ 43,973	$ -	$ 43,973		$ -
Addition to K-5	CUH899	STUDY/DESIGN REPL CANYON TUNNEL/PENSTOCK[6]	5T	AAAACP	Power	$ 30,000	$ 21,804	$ 28,087	$ -	$ 1,913	$ -						$ -	$ 1,913	$ -	$ 1,913		$ -
Addition to K-5	CUH923	HH DOMESTIC WATER SYSTEM[6]	5T	AAAACP	JOINT	$ 1,393,211	$ -	$ 1,393,062	$ -	$ 149	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 149	$ -	$ 149		$ -
K-5	CUH931	HH MICROWAVE REPLACEMENT	5T	AAAACP	JOINT	$ 4,767,000	$ 999,151	$ 4,156,642	$ 442,163	$ 168,195	$ 440,316	$ 21,851	$ 57,854	$ 24,872	$ 11,287	$ -	$ 556,180	$ 54,178	$ -	$ -		$ 54,178
K-5	CUH941	HH SCAD SECURITY & CONTROL, EAST	5T	AAAACP	JOINT	$ 2,068,180	$ 489,156	$ 1,923,129	$ 104,912	$ 40,139	$ 72,077	$ 37,002	$ -	$ 3,836	$ -	$ -	$ 112,915	$ 32,136	$ -	$ -	$ 32,136	$ -
K-5	CUH946	FAC MAINTENANCE - SUPPORT STRUCTURE[6]	5T	AAAACP	JOINT	$ 2,281,454	$ 239	$ 2,273,485	$ -	$ 7,969	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,969	$ -	$ 7,969		$ -
K-5	CUH949	RIGHT OF WAY MAINTENANCE[6]	5T	AAAACP	JOINT	$ 815,000	$ -	$ 814,208	$ -	$ 792	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 792	$ -	$ 792		$ -
Addition to K-5	CUH950	PENSTOCK RENOVATIONS	5T	AAAACP	Power	$ 9,444,452	$ 3,264,219	$ 6,109,676	$ 2,758,048	$ 576,728	$ 2,493,142	$ 191,537	$ 59,334	$ 300,067	$ 89,053	$ (2,944)	$ 3,130,189	$ 204,587	$ 1,861	$ -	$ -	$ 202,726
	CUH977-01	FACILITIES - SUPPORT STRUCTURES	5T	AAAACP	JOINT	$ 361,556	$ 43	$ 361,591	$ -	$ (35)	$ -	$ -	$ (35)	$ -	$ -	$ -	$ (35)	$ -	$ -	$ -		$ -
	CUH977-02	ROOR REPLACEMENT ENGINEERING BLDG	5T	AAAACP	JOINT	$ 216,670	$ 55,370	$ 227,450	$ -	$ (10,780)	$ (10,780)	$ -	$ -	$ -	$ -	$ -	$ (10,780)	$ -	$ -	$ -		$ -
	CUH977-04	FIBER/COMMUNICATION SYSTEM UPGRADES	5T	AAAACP	JOINT	$ 3,354,480	$ 113,923	$ 460,652	$ 2,542,583	$ 351,245	$ 2,673,530	$ 60,374	$ 8,905	$ -	$ -	$ -	$ 2,742,809	$ 151,019	$ -	$ -	$ 151,019	$ -
	CUH977-05	HETCHY HETCHY ROADS & RIGHT OF WAY	5T	AAAACP	JOINT	$ 1,036,000	$ 277,627	$ 940,924	$ 42,323	$ 52,753	$ 78,945	$ 16,131	$ -	$ -	$ -	$ -	$ 95,076	$ -	$ -	$ -		$ -
	CUH977-07	REPAVE HETCHY ROADS-TESLA TO OSH	5T	AAAACP	JOINT	$ 125,000	$ 6,390	$ 24,132	$ -	$ 100,868	$ 4,600	$ 8,216	$ -	$ -	$ -	$ -	$ 12,816	$ 88,052	$ -	$ -	$ 88,052	$ -
	CUH977-08	HETCHY HVAC UNITS	5T	AAAACP	JOINT	$ 100,000	$ 24,513	$ 115,350	$ -	$ (15,350)	$ (15,350)	$ -	$ -	$ -	$ -	$ -	$ (15,350)	$ -	$ -	$ -		$ -
	CUH977-09	SCADA/HMI SYSTEM REPLACEMENT	5T	AAAACP	JOINT	$ 475,000	$ 253,777	$ 321,571	$ 9,236	$ 144,193	$ 85,621	$ 45,066	$ 22,742	$ -	$ -	$ -	$ 153,429	$ -	$ -	$ -		$ -
	CUH977-10	FIRE SUPPRESSION SYSTEM - OPS BUILDING	5T	AAAACP	JOINT	$ 95,000	$ -	$ 76,902	$ -	$ 18,098	$ 18,098	$ -	$ -	$ -	$ -	$ -	$ 18,098	$ -	$ -	$ -		$ -
	CUH977-11	HETCHY ELECTRICAL UPGRADES	5T	AAAACP	JOINT	$ 305,000	$ 89,098	$ 214,397	$ 8,703	$ 81,900	$ 90,603	$ -	$ -	$ -	$ -	$ -	$ 90,603	$ -	$ -	$ -		$ -
	CUH977-12	WARNERVILLE BIO-DIESEL TANK	5T	AAAACP	JOINT	$ 37,828	$ -	$ 37,828	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
	CUH977-13	REPLACEMENT SCADA MASTER	5T	AAAACP	JOINT	$ 310,000	$ -	$ 302,831	$ -	$ 7,169	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,169	$ -	$ -	$ 7,169	$ -
	CUH977-15	O'SH COT 1 ROOF/ADA IMPROVEMENTS	5T	AAAACP	JOINT	$ 560,000	$ 380,477	$ 549,131	$ 14,256	$ (3,387)	$ (7,197)	$ 2,341	$ -	$ -	$ -	$ -	$ (4,856)	$ 15,725	$ -	$ -	$ 15,725	$ -
	CUH977-17	BIO DIESEL TANK/FACILITIES REPAIRS	5T	AAAACP	JOINT	$ 457,000	$ 397,964	$ 447,177	$ 17,626	$ (7,803)	$ (5,427)	$ 2,156	$ -	$ -	$ -	$ -	$ (3,271)	$ 13,094	$ -	$ -	$ 13,094	$ -
	CUH977-18	REPLACE WOOD WATER TANKS	5T	AAAACP	JOINT	$ 350,000	$ 307,505	$ 311,932	$ 7,535	$ 30,533	$ 38,068	$ -	$ -	$ -	$ -	$ -	$ 38,068	$ -	$ -	$ -		$ -
	CUH977-19	EMERGENCY BACK UP POWER MOCCASIN	5T	AAAACP	JOINT	$ 203,749	$ 184	$ 943	$ -	$ 202,806	$ 335	$ 492	$ 2,825	$ 34,153	$ -	$ -	$ 37,805	$ 165,001	$ -	$ -	$ 162,892	$ 2,109
	CUH977-20	ENGINEERING OFFICE HVAC	5T	AAAACP	JOINT	$ 70,000	$ 66,489	$ 66,489	$ -	$ 3,511	$ 234	$ -	$ -	$ -	$ -	$ -	$ 234	$ 3,277	$ -	$ -	$ 3,277	$ -
	CUH977-21	HHP SECURITY UPGRADES	5T	AAAACP	JOINT	$ 25,000	$ 14,797	$ 14,797	$ -	$ 10,203	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,203	$ -	$ -	$ -	$ 10,203
	CUH977-22	REPAIR MOCCASIN COTTAGES	5T	AAAACP	JOINT	$ 253,000	$ 39,635	$ 39,635	$ 1,804	$ 211,561	$ 93,684	$ 47,607	$ 1,072	$ 10,550	$ 47,512	$ -	$ 200,425	$ 12,940	$ -	$ -	$ 12,940	$ -
	CUH977-23	OIL CONTAINMENT PROJECT	5T	AAAACP	POWER	$ 225,000	$ 70,038	$ 70,038	$ 135,864	$ 19,098	$ 139,594	$ (6,170)	$ 7,784	$ -	$ -	$ -	$ 141,208	$ 13,754	$ -	$ -	$ -	$ 13,754
	CUH977-24	HHWP SMALL WATER SYSTEM IMPROVEMENTS	5T	AAAACP	JOINT	$ 350,000	$ 20,236	$ 20,236	$ 311,608	$ 18,156	$ 315,980	$ 9,066	$ -	$ -	$ -	$ -	$ 325,046	$ 4,718	$ -	$ -	$ -	$ 4,718
	CUH977-25	WEST PORTAL TANK PIPING IMPROVEMENTS	5T	AAAACP	JOINT	$ 24,000	$ 4,929	$ 4,929	$ -	$ 19,071	$ 19,071	$ -	$ -	$ -	$ -	$ -	$ 19,071	$ -	$ -	$ -		$ -
	CUH977-26	PERMIT HHWP ROW MAINTENANCE	5T	AAAACP	JOINT	$ 292,717	$ 18,024	$ 18,024	$ 274,693	$ -	$ 273,149	$ 1,519	$ -	$ -	$ -	$ -	$ 274,668	$ 25	$ -	$ -	$ 25	$ -
K-5	CUH977	FACILITIES MAINTENANCE - BUDGET[9, 10, 11]			PROJECT TOTAL	$ 9,227,000	$ 2,141,019	$ 4,626,959	$ 3,366,231	$ 1,233,810	$ 3,792,758	$ 186,798	$ 43,293	$ 44,703	$ 47,512	$ -	$ 4,115,064	$ 484,977	$ -	$ -	$ 454,193	$ 30,784
Addition to K-5	CUW269	FIBER STUDY[6]	5T	AAAACP	JOINT	$ 26,250	$ -	$ -	$ -	$ 26,250	$ 26,250	$ -	$ -	$ -	$ -	$ -	$ 26,250	$ -	$ -	$ -	$ -	$ -
		TOTAL ALL PROJECTS PER K-5				**$ 132,725,060**	**$ 13,211,822**	**$ 118,111,368**	**$ 8,459,877**	**$ 6,153,815**	**$ 8,790,744**	**$ 2,369,362**	**$ 668,547**	**$ 398,230**	**$ 153,137**	**$ 5,462**	**$ 12,385,482**	**$ 2,228,210**	**$ 1,861**	**$ 470,206**	**$ 1,460,372**	**$ 295,772**
		POWER PROJECTS			POWER	$ 40,288,106	$ 3,718,237	$ 35,126,924	$ 3,006,377	$ 2,154,805	$ 2,968,787	$ 1,156,235	$ 412,823	$ 300,067	$ 89,053	$ (2,944)	$ 4,924,021	$ 237,161	$ 1,861	$ 11,278	$ 7,543	$ 216,479
		WATER PROJECTS		(AAA 1)	WATER	$ 50,294,566	$ 2,975,907	$ 47,973,816	$ 1,167,044	$ 1,153,706	$ 945,901	$ 497,757	$ 118,318	$ 34,068	$ 4,869	$ 8,406	$ 1,609,319	$ 711,431	$ -	$ 317,601	$ 386,100	$ 7,730
		JOINT PROJECTS		(AAA 2)	JOINT	$ 42,142,388	$ 6,517,678	$ 35,010,628	$ 4,286,456	$ 2,845,304	$ 4,876,056	$ 715,370	$ 137,406	$ 64,095	$ 59,215	$ -	$ 5,852,142	$ 1,279,618	$ -	$ 141,327	$ 1,066,729	$ 71,562
		TOTAL ALL PROJECTS PER K-5				**$ 132,725,060**	**$ 13,211,822**	**$ 118,111,368**	**$ 8,459,877**	**$ 6,153,815**	**$ 8,790,744**	**$ 2,369,362**	**$ 668,547**	**$ 398,230**	**$ 153,137**	**$ 5,462**	**$ 12,385,482**	**$ 2,228,210**	**$ 1,861**	**$ 470,206**	**$ 1,460,372**	**$ 295,771**
		Proportional Water Use per J-Table		(BBB)							**66.48%**	**65.70%**	**65.72%**	**66.43%**	**67.52%**	***65.56%***						
		Wholesale Share (100% of WATER and 45% of JOINT)		(CCC) = (AAA1 x 100% + AAA2 x 45%) x (BBB)							**$ 2,087,451**	**$ 538,525**	**$ 118,395**	**$ 41,794**	**$ 21,278**	**$ 5,511**	**$ 2,812,954**					

Project	Project Title	Fund Type	Subfund	Classification	(A) Appropriation As of June 30, 2009	YTD Expenditures As of June 30, 2009	(B) PTD Expenditures As of June 30, 2009	(C) Encumbrances As of June 30, 2009	(D) = (A) - (B) - (C) Available Balance As of June 30, 2009	(E1) Expenditures in FY 2009-10	(E2) FY 2010-11	(E3) FY 2011-12	(E4) FY 2012-13	(E5) FY 2013-14	(E6) YTD FY 2014-15	(E) = (E1) + (E2) + (E3)+(E4)+(E5) + (E6) Total Expenditures	(F) = (C) + (D) - (E) Unused Balance	(G) Encumbrances As of June 30, 2015	(H) Appropriation Transfer Out through Closeout Process As of June 30, 2015	(I) DEOBLIGATE / OBLIGATION As of June 30, 2015	(J) = (A) - (B) - (E) - (G) - (H) - (I) Unexpended Balances of Appropriation after Closeout and Deobligate As of June 30, 2015
	Pooled Interest Rate in FY 2010-11		(DDD1)							1.24%	-	-	-	-	-						
	Pooled Interest Rate in FY 2011-12		(DDD2)							1.11%	1.11%	-	-	-	-						
	Pooled Interest Rate in FY 2012-13		(DDD3)							0.85%	0.85%	0.85%									
	Pooled Interest Rate in FY 2013-14		(DDD4)							0.663%	0.663%	0.663%	0.663%								
	Estimated Pooled Interest Rate in FY 2014-15 (as of March 31, 2015)		(DDD5)							*0.499%*	*0.499%*	*0.499%*	*0.499%*	*0.499%*	*0.499%*						
	Interest Amount in FY 2010-11		(EEE1) = (CCC) x (DDD1)							$ 25,884	$ -	$ -	$ -	$ -	$ -	$ 25,884					
	Interest Amount in FY 2011-12		(EEE2) = (CCC) x (DDD2)							$ 23,171	$ 5,978	$ -	$ -	$ -	$ -	$ 29,148					
	Interest Amount in FY 2012-13		(EEE3) = (CCC) x (DDD3)							$ 17,743	$ 4,577	$ 1,006	$ -	$ -	$ -	$ 23,327					
	Interest Amount in FY 2013-14		(EEE4) = (CCC) x (DDD4)							$ 13,840	$ 3,570	$ 785	$ 277	$ -	$ -	$ 18,195					
	Estimated Interest Amount in FY 2014-15 (as of March 31, 2015)		(EEE5) = (CCC) x (DDD5)							*$ 10,416*	*$ 2,687*	*$ 591*	*$ 209*	*$ 106*	*$ 27*	*$ 13,694*					
	Balance due from Wholesale Customers		(FFF) = (CCC) + (EEE1) + (EEE2) + (EEE3) + (EEE4) + (EEE5)							$ 2,178,506	$ 555,338	$ 120,777	$ 42,279	$ 21,384	$ 5,538	$ 2,923,204					

Notes:

1 Total expenditure only included amount up to the Unused Balance.
2 Expenditures under projects CUW392 and CUW710 were re-allocated to various projects. As a result, there are zero balance in expenditures for these projects.
3 Project CUW690 - Customer Care & Billing System will be specially allocated due to limit to Customer Services % (2%) in WSA contract section 5.05E.
4 There is a difference in Appropriation Balance as of March 31, 2009 vs. June 30, 2009.
5 Actual expenditures exceed available fund balance, assume the exceed expenditures are from encumbrances.
6 This project has been closed out as of June 6, 2013.
7 This project is split 64.3%/35.7%, Joint/City) per Revised Attachment K-2.
8 This project has been closed out as of June 30, 2012.
9 Project is included as part of the revenue funded capital project.
10 Project is included as part of the Water Enterprise revenue bond funded capital project.
11 Projects CUH975 and CUH977 were funded by revenue in FY 2009-10 and FY 2010-11. However, starting in FY 2011-12, these two projects were funded by Water Revenue Bond Series 2011B. As a result, Wholesale Customers were refunded $10,838,326 ($10,519,682 collected in FY 2009-10 and FY 2010-11 plus interest of $318,644) in FY 2011-12.
12 Intentionally left blank.
13 There is a difference in Appropriation Balance as of March 31, 2009 vs. June 30, 2009.
14 Per discussion with Carlos Jacobo, project CUH810 is a custom work project and should be "POWER" not "JOINT". These custom works are mainly for street light maintenance.

ATTACHMENT L-1
IDENTIFICATION OF WSIP PROJECTS AS REGIONAL/RETAIL
(Section 5.04)

Project Number		Project Description
REGIONAL		
		San Joaquin Region
CUW373	Regional	San Joaquin Pipeline System Rehabilitation
CUW384	Regional	Tesla Advance Disinfection
CUW387	Regional	Tesla Portal Disinfection
		Sunol Valley Region
CUW352	Regional	Alameda Creek Fishery Enhancement
CUW355	Regional	Stand-by Power - Various Locations
CUW359	Regional	New Irvington Tunnel/Alameda Siphon No. 4
CUW370	Regional	Pipeline Readiness Improvements
CUW374	Regional	Calaveras Dam Replacement
CUW381	Regional	SVWTP 40 mgd Addition
CUW382	Regional	SVWTP Finished Water Reservoir
CUW386	Regional	San Antonio Pump Station Upgrade
		Bay Division Region
CUW353	Regional	Seismic Upgrade BDPL 3 & 4
CUW363	Regional	SCADA Phase II/Security Upgrades
CUW368	Regional	BDPL Reliability Upgrades
CUW380	Regional	BDPL 3 & 4 Crossover
CUW389	Regional	EBMUD Intertie
CUW393	Regional	BDPL 4 Slipline
		Peninsula Region
CUW354	Regional	Lower Crystal Springs Dam Improvement
CUW356	Regional	Crystal Springs Bypass Tunnel
CUW357	Regional	Adit Leak Repairs
CUW361	Regional	Pulgas Balancing Reservoir Rehabilitation and Improvements
CUW365	Regional	Cross Connection Control
CUW366	Regional	HTWTP Short Term Improvemetns
CUW367	Regional	HTWTP Long Term Improvements
CUW369	Regional	Capuchino Valve Lot Improvements
CUW371	Regional	Crystal Springs/San Andreas Transmission
CUW378	Regional	Crystal Springs Pipleine 2 Replacement
CUW379	Regional	San Andreas Pipeline 3 Installation
CUW390	Regional	Desalination
CUW391	Regional	Baden & San Pedro Valve Lots Improvements

ATTACHMENT L-1
IDENTIFICATION OF WSIP PROJECTS AS REGIONAL/RETAIL
(Section 5.04)

Project Number		Project Description
		San Francisco Region
CUW358	Regional	Sunset Reservoir Upgrades - North Basin
CUW372	Regional	University Mound Reservoir Upgrades - North Basin
		System-Wide
CUW388	Regional	PEIR
CUW392	Regional	Program Management Services
CUW394	Regional	Watershed Land Acquisition

RETAIL

		Reservoirs
CUW307	Local	Summit Reservoir Rehabilitation
CUW310	Local	New Northwest Reservoir
CUW319	Local	Hunters Point Reservoir Rehabilitation
CUW334	Local	Stanford Heights Reservoir Rehabilitation
CUW335	Local	Potrero Heights Reservoir Rehabiliation
CUW337	Local	Sutro Reservoir Rehabilitation
		Pump Stations/Tanks
CUW306	Local	Crocker Amazon Pump Station Upgrade
CUW309	Local	Lake Merced Pump Station Upgrade
CUW314	Local	La Grande Tank Upgrade
CUW318	Local	Forest Hill Tank Rehabilitation
CUW320	Local	Forest Hilll Pump Station Upgrade
CUW321	Local	Forest Knoll Pump Station Upgrade
CUW322	Local	Lincoln Park Pump Station Upgrade
CUW323	Local	Alemany Pump Station Upgrade
CUW324	Local	Mount Davidson Pump Station Upgrade
CUW326	Local	Palo Alto Pump Station Upgrade
CUW326	Local	Sktview-AquaVista Pump Station Upgrade
CUW327	Local	Summit Pump Station Upgrade
CUW328	Local	McLaren #1 Tank Rehabilitation
CUW329	Local	Potrero Heights Tank Seismic Upgrade
CUW330	Local	Forest Knoll Tank Seismic Upgrade
CUW331	Local	Lincoln Park Tank Seismic Upgrade
CUW332	Local	McLaren #2 Tank Rehabilitation
CUW333	Local	Mount Davidson Tank Seismic Upgrade
CUW338	Local	La Grande Pump Station Upgrade
CUW339	Local	Potrero Heights Pump Station Upgrade
CUW340	Local	Vista Francisco Pump Station Upgrade

ATTACHMENT L-1
IDENTIFICATION OF WSIP PROJECTS AS REGIONAL/RETAIL
(Section 5.04)

Project Number		Project Description
		Pipelines/Valves
CUW304	Local	North University Mound System Upgrade
CUW308	Local	Motorize Key Valves
CUW311	Local	Sunset Circulation Improvements
CUW312	Local	Lincoln Way Transmission Line
CUW313	Local	Noe Valley Transmission Main, Phase 2
CUW315	Local	East/West Transmission Main
CUW316	Local	Fulton @ Sixthe Ave Main Replacement
		Water Supply/Water Quality
CUW301	Local	Groundwater
CUW302	Local	Recycled Water
CUW364	Local	Lawrence-Livermore National Laboratory Water Quality Improvements
		Miscellaneous
CUW303	Local	Vehicle Service Facility Upgrade
CUW305	Local	Fire Protection at CCD

03/13/06

$507,815,000
PUBLIC UTILITIES COMMISSION
OF THE CITY AND COUNTY OF SAN FRANCISCO
SAN FRANCISCO WATER REVENUE BONDS, 2006 SERIES A

$110,065,000
PUBLIC UTILITIES COMMISSION
OF THE CITY AND COUNTY OF SAN FRANCISCO
SAN FRANCISCO WATER REVENUE BONDS, 2006 REFUNDING SERIES B

CERTIFICATE REGARDING USE OF PROCEEDS

The undersigned hereby states and certifies as follows:

(i) The undersigned is the General Manager of the Public Utilities Commission of the City and County of San Francisco (the "Commission"), and is authorized to execute this certificate on behalf of the Commission and is knowledgeable with respect to the matters set forth herein.

(ii) On the date hereof, the Commission is issuing the two series of bonds captioned above (the "2006 Series A Bonds," the "2006 Refunding Series B Bonds" and, together, the "Bonds") pursuant to an Amended and Restated Indenture dated as of August 1, 2002 and the First Supplemental Indenture dated as of March 1, 2006 (collectively, the "Indenture"), both by and between the Commission and U.S. Bank National Association, as trustee (the "Trustee").

(iii) The Trustee will transfer and deposit the proceeds of the 2006 Series A Bonds received by the Trustee on the date hereof as follows:

(1) $48,212,528.32 will be deposited in the 2006 Series A Capitalized Interest Account established within the Interest Fund;

(2) $15,958,031.25 will be deposited in the 2006 Series A Reserve Account of the Bond Reserve Fund;

(3) $623,906.09 will be deposited in the 2006 Series A Costs of Issuance Fund;

(4) $120,622,352.19 will be deposited in the 2006 Series A Refunding Fund and transferred pursuant to Irrevocable Refunding Instructions of the Commission dated the date hereof; and

(5) the remaining $338,600,816.86 will be transferred to the Treasurer for deposit to the 2006 Series A Project Fund.

(iv) The proceeds of the 2006 Series A Bonds transferred pursuant to the Irrevocable Refunding Instructions of the Commission will be used to defease and refund the Commission's Commercial Paper Notes (Water Series) on a current basis. The Notes were issued to finance a portion of the facilities described in Exhibit A hereto.

(v) The proceeds of the Bonds deposited in the 2006 Series A Project Fund will be used to finance a portion of the facilities described in Exhibit A hereto.

(vi) The Trustee will transfer and deposit the proceeds of the 2006 Refunding Series B Bonds received by the Trustee on the date hereof as follows:

(1) $192,498.04 will be deposited in the 2006 Refunding Series B Costs of Issuance Fund; and

(2) $111,178,241.95 will be deposited in the 2006 Refunding Series B Refunding Fund.

(vii) The proceeds of the Bonds deposited in the 2006 Refunding Series B Refunding Fund, together with amounts on deposit in the funds and accounts established under the Indenture for the Commission's San Francisco Water Revenue Bonds, 1996 Series A (the "1996 Series A Bonds") and its San Francisco Water Revenue Bonds, 2001 Series A (the "2001 Series A Bonds"), will be used to refund on an advance basis a portion of the outstanding 1996 Series A Bonds and a portion of the outstanding 2001 Series A Bonds. The portion of the 1996 Series A Bonds being refunded were issued to finance the facilities (the "1996 Project") described in Exhibit B hereto, and the portion of the 2001 Series A Bonds being refunded were used to finance the facilities (the "2001 Project") described in Exhibit B hereto.

(viii) Exhibit C hereto attached describes (A) each use to be made by any person of the Project, the 1996 Project and the 2001 Project other than use by the Commission and other non-federal governmental units and other than use by members of the public generally, and (B) payments (if any) directly or indirectly in respect of such use which are to be made after the date hereof;

(ix) Other than as set forth in Exhibit A and Exhibit B, no portion of the proceeds of the Bonds will be used, directly or indirectly, to make or finance a loan to any person (other than a State or local government unit) or to acquire property which will be sold or leased to any person (other than a State or local government unit) on an installment a sale basis except as referenced in Exhibit C.

(x) The Commission expects to use the Project for the purposes referenced and discussed in Exhibit A, Exhibit B, Exhibit C and Exhibit D or for other governmental purposes of the Commission during the entire term of the Bonds.

(xi) Set forth on Exhibit D is the Commission's methodology for determining governmental use and private use with respect to the water enterprise.

(xii) To the best knowledge of the undersigned, the above statements are reasonable and there are no other facts, estimates or circumstances, other than those set forth herein, that would materially affect the statements made herein.

Capitalized terms used but not defined herein have the meanings set forth in the Indenture.

IN WITNESS WHEREOF, I have hereunto set my name this 15th day of March, 2006.

PUBLIC UTILITIES COMMISSION OF THE
CITY AND COUNTY OF SAN FRANCISCO

By:_____
General Manager

ATTACHMENT L-2 (CONTINUED)
WATER ENTERPRISE REVENUE BOND 2006 SERIES A
SUMMARY OF SOURCES AND USES OF FUNDS
(Section 5.04)

Source: Closing Documents (Certificate Regarding Use of Proceeds)

Proceeds		
Principal	507,815,000.00	
Plus Premium	19,109,138.35	
Minus Underwriter's Discount	(932,940.06)	
Minus Insurance	(1,973,563.58)	
Net Proceeds	524,017,634.71	
Use of Proceeds		
Capitalized Interest Fund	48,212,528.32	
Bond Reserve Fund	15,958,031.25	
Insurance Fund	623,906.09	
Series A Refunding Fund	120,622,352.19	459,223,169.05
Series A Project Fund	338,600,816.86	
Total Uses	524,017,634.71	

	Commercial Paper	Project Fund	Total
Hetch Hetchy			
Tesla Portal Disinfection	251,262.58	1,147,302.42	1,398,565.00
Advance Disinfection	429,714.76	5,611,554.24	6,041,269.00
SJPL	4,737,937.28	17,784,667.72	22,522,605.00
Total Hetch Hetchy	5,418,914.62	24,543,524.38	29,962,439.00
SF Regional			
University Mound - North	55,728.10	5,964,279.90	6,020,008.00
Sunset - North	7,525,896.84	28,782,094.16	36,307,991.00
Groundwater	3,400,973.67	2,963,110.33	6,364,084.00
Recycled Water	1,548,036.76	11,316,958.24	12,864,995.00
Total SF Regiona1	12,530,635.37	49,026,442.63	61,557,078.00
SF Local	45,405,787.71	106,407,313.30	151,813,101.01
Sunol Valley Subregional			
Calaveras Dam	9,065,945.51	15,993,818.49	25,059,764.00
Stand-by Power	556,398.67	1,207,319.33	1,763,718.00
Pipeline Readiness	649,566.31	4,942,205.69	5,591,772.00
SAPS Upgrade	213,423.44	1,748,134.56	1,961,558.00
SVWTP Finished Water Res	3,317,203.82	7,838,383.18	11,155,587.00
Irvington Tunnel	4,084,139.65	18,247,176.35	22,331,316.00
Alameda Creek Fishery	656,765.00	1,327,119.00	1,983,884.00
SVWTP 40 mgd Addition	25,378.75	3,474,585.25	3,499,964.00
Total Sunol Valley Subregional	18,568,821.15	54,778,741.85	73,347,563.00

ATTACHMENT L-2 (CONTINUED)
WATER ENTERPRISE REVENUE BOND 2006 SERIES A
SUMMARY OF SOURCES AND USES OF FUNDS
(Section 5.04)

Miscellaneous				
PEIR	3,204,177.44	5,103,872.56	8,308,050.00	
PPPCMS Services	2,964,786.31	10,358,811.69	13,323,598.00	
Watershed Land Acquisition	-	502,660.00	502,660.00	
Total Miscellaneous	6,168,963.75	15,965,344.25	22,134,308.00	
LLNL	133,156.60	282,702.40	415,859.00	
Bay Division Subregional				
Seismic Upgrade BDPL 3 & 4	4,758,306.54	16,481,539.46	21,239,846.00	
BDPL Reliability	4,360,664.44	40,874,800.56	45,235,465.00	
BDPL 3 & 4 Crossover	802,494.94	493,817.06	1,296,312.00	
SCADA Phase II	65,497.37	1,247,963.63	1,313,461.00	
EBMUD Intertie	6,668,906.37	4,075,015.63	10,743,922.00	
BDPL 4 Slipline	-	1,219,251.00	1,219,251.00	
Total Bay Division Subregional	16,655,869.66	64,392,387.34	81,048,257.00	
Peninsula Subregional				
Capuchino Valve Lot	162,584.69	753,779.31	916,364.00	
CS/SA Transmission	2,288,853.10	3,448,975.90	5,737,829.00	
Adit Leak Repair	255,334.99	1,650,368.01	1,905,703.00	
HTWTP Short Term	2,874,763.69	3,582,860.31	6,457,624.00	
Cross Connection Control	1,150,559.48	324,549.52	1,475,109.00	
CS Bypass Tunnel	2,873,475.22	15,532,584.78	18,406,060.00	
LCS Dam Improvement	931,587.07	3,278,932.93	4,210,520.00	
Pulgas Balancing Reservoir	1,218,341.39	2,706,284.61	3,924,626.00	
HTWTP Long Term	1,107,185.77	2,549,793.23	3,656,979.00	
Baden & San Pedro Valve Lots	60,203.48	2,963,540.52	3,023,744.00	
Total Peninsula Subregional	12,922,888.88	36,791,669.12	49,714,558.00	
San Francisco Subregional				
CSPL 2 Replacement	1,269,111.95	5,019,824.05	6,288,936.00	
SAPL 3	1,492,584.40	1,942,479.60	3,435,064.00	
Desalination	55,618.10	596,473.90	652,092.00	
Total San Francisco Subregional	2,817,314.45	7,558,777.55	10,376,092.00	
Grand Total	120,622,352.19	359,746,902.82	480,369,255.01	
Regional			328,140,295.00	68.31%
Local			152,228,960.01	31.69%
			480,369,255.01	

This certificate is for illustration only. It was prepared in 2006 and shown groundwater and recycled water projects as regional instead of local. In addition, it does not reflect expenditures for the portions of regional assets which in rate base as of June 30, 2008 nor what is expected to be added to rate base through June 30, 2009. For these reasons, the percentages shown for regional and local projects are not accurate.

ATTACHMENT L-3
WATER ENTERPRISE REVENUE BOND 2006 SERIES A
ANNUAL REPORT ON EXPENDITURES OF AND EARNINGS ON PROCEEDS
AS OF JUNE 30, 2009
(Section 5.04 A)

Project Number		Project Description	Net Financing Proceeds[1]	Appropriated Interest Earnings[2]	Adjusted Project Funding	Expenditures Thru 6/30/09[3]	Remaining Balance
REGIONAL PROGRAM							
		San Joaquin Region					
CUW373	Regional	San Joaquin Pipeline System Rehabilitation	1,398,565				
CUW384	Regional	Tesla Advance Disinfection	6,041,269				
CUW387	Regional	Tesla Portal Disinfection	22,522,605				
		Total San Joaquin Region	29,962,439				
		Sunol Valley Region					
CUW352	Regional	Alameda Creek Fishery Enhancement	1,983,884				
CUW355	Regional	Stand-by Power - Various Locations	1,763,718				
CUW359	Regional	New Irvington Tunnel/Alameda Siphon No. 4	22,331,316				
CUW370	Regional	Pipeline Readiness Improvements	5,591,772				
CUW374	Regional	Calaveras Dam Replacement	25,059,764				
CUW381	Regional	SVWTP 40 mgd Addition	3,499,964				
CUW382	Regional	SVWTP Finished Water Reservoir	11,155,587				
CUW386	Regional	San Antonio Pump Station Upgrade	1,961,558				
		Total Sunol Valley Region	73,347,563				
		Bay Division Region					
CUW353	Regional	Seismic Upgrade BDPL 3 & 4	21,234,846				
CUW363	Regional	SCADA Phase II/Security Upgrades	1,313,461				
CUW368	Regional	BDPL Reliability Upgrades	45,235,465				
CUW380	Regional	BDPL 3 & 4 Crossover	21,239,846				
CUW389	Regional	EBMUD Intertie	10,743,922				
CUW393	Regional	BDPL 4 Slipline	1,219,251				
		Total Bay Division Region	100,986,791				
		Peninsula Region					
CUW354	Regional	Lower Crystal Springs Dam Improvement	4,210,520				
CUW356	Regional	Crystal Springs Bypass Tunnel	18,406,050				
CUW357	Regional	Adit Leak Repairs	1,905,703				
CUW361	Regional	Pulgas Balancing Reservoir Rehabilitation and Improvements	3,924,626				
CUW365	Regional	Cross Connection Control	1,475,109				
CUW366	Regional	HTWTP Short Term Improvemetns	6,457,624				
CUW367	Regional	HTWTP Long Term Improvements	3,656,979				
CUW369	Regional	Capuchino Valve Lot Improvements	916,364				
CUW371	Regional	Crystal Springs/San Andreas Transmission	5,737,829				
CUW378	Regional	Crystal Springs Pipleine 2 Replacement	6,288,936				
CUW379	Regional	San Andreas Pipeline 3 Installation	3,435,064				
CUW390	Regional	Desalination	652,092				
CUW391	Regional	Baden & San Pedro Valve Lots Improvements	3,023,744				
		Total Peninsula Region	60,090,650				
		San Francisco Region					
CUW358	Regional	Sunset Reservoir Upgrades - North Basin	6,020,008				
CUW372	Regional	University Mound Reservoir Upgrades - North Basin	36,307,991				
		Total San Francisco Region	42,327,999				
		System-Wide					
CUW388	Regional	PEIR	8,308,050				
CUW392	Regional	Program Management Services	13,323,598				
CUW394	Regional	Watershed Land Acquisition	502,660				
		Total System-Wide	22,134,308				
		Total Regional Program	328,849,750				
LOCAL PROGRAM							
		Reservoirs					
CUW307	Local	Summit Reservoir Rehabilitation					
CUW310	Local	New Northwest Reservoir					
CUW319	Local	Hunters Point Reservoir Rehabilitation					
CUW334	Local	Stanford Heights Reservoir Rehabilitation					
CUW335	Local	Potrero Heights Reservoir Rehabilitation					
CUW337	Local	Sutro Reservoir Rehabilitation					
		Total Reservoirs					
		Pump Stations/Tanks					
CUW306	Local	Crocker Amazon Pump Station Upgrade					
CUW309	Local	Lake Merced Pump Station Upgrade					
CUW314	Local	La Grande Tank Upgrade					
CUW318	Local	Forest Hill Tank Rehabilitation					
CUW320	Local	Forest Hilll Pump Station Upgrade					
CUW321	Local	Forest Knoll Pump Station Upgrade					
CUW322	Local	Lincoln Park Pump Station Upgrade					
CUW323	Local	Alemany Pump Station Upgrade					
CUW324	Local	Mount Davidson Pump Station Upgrade					

ILLUSTRATION ONLY DRAFT

WATER ENTERPRISE REVENUE BOND 2006 SERIES A
ANNUAL REPORT ON EXPENDITURES OF AND EARNINGS ON PROCEEDS
AS OF JUNE 30, 2009
(Section 5.04 A)

Project Number		Project Description	Net Financing Proceeds[1]	Appropriated Interest Earnings[2]	Adjusted Project Funding	Expenditures Thru 6/30/09[3]	Remaining Balance
CUW326	Local	Palo Alto Pump Station Upgrade					
CUW326	Local	Sktview-AquaVista Pump Station Upgrade					
CUW327	Local	Summit Pump Station Upgrade					
CUW328	Local	McLaren #1 Tank Rehabilitation					
CUW329	Local	Potrero Heights Tank Seismic Upgrade					
CUW330	Local	Forest Knoll Tank Seismic Upgrade					
CUW331	Local	Lincoln Park Tank Seismic Upgrade					
CUW332	Local	McLaren #2 Tank Rehabilitation					
CUW333	Local	Mount Davidson Tank Seismic Upgrade					
CUW338	Local	La Grande Pump Station Upgrade					
CUW339	Local	Potrero Heights Pump Station Upgrade					
CUW340	Local	Vista Francisco Pump Station Upgrade					
		Total Pump Stations/Tanks					
		Pipelines/Valves					
CUW304	Local	North University Mound System Upgrade					
CUW308	Local	Motorize Key Valves					
CUW311	Local	Sunset Circulation Improvements					
CUW312	Local	Lincoln Way Transmission Line					
CUW313	Local	Noe Valley Transmission Main, Phase 2					
CUW315	Local	East/West Transmission Main					
CUW316	Local	Fulton @ Sixth Ave Main Replacement					
		TtoalPipelines/Valves					
		Water Supply/Water Quality					
CUW301	Local	Groundwater					
CUW302	Local	Recycled Water					
CUW364	Local	Lawrence-Livermore National Laboratory Water Quality Improvements					
		Total Water Supply/Water Quality					
		Miscellaneous					
CUW303	Local	Vehicle Service Facility Upgrade					
CUW305	Local	Fire Protection at CCD					
		Total Miscellaneous					
		Total Local Program					
		Grand Total Regional and Local Programs					
		Unappropriated Interest Earnings					
		Percent of Net Proceeds[4]					
		Percent of Net Proceeds and Earnings[4]					

ILLUSTRATION ONLY DRAFT

[1]Net financing proceeds available on date of issue (i.e. deposit to project fund)
[2]Cumulative net of arbitrage rebate liability
[3]Cumulative
[4]If financing sources Substantially Expended, proceed allocations are then fixed

REVENUE-FUNDED CAPITAL ADDITIONS (Section 5.04.B)
Subfund: 5W CPF WCF - Wholesale Customer Capital Fund (Water)

Projected FAMIS as of July 1, 2009 (Day 1 of New Budget Year)

		A	B	C	D	E	F	G=C-D-F	H	I=G-H
				Wholesale Customer Capital Fund (5W CPF WCF)						
Based on Proportionate Annual Water Deliveries of ...			68.7%							
Project	Title	FY 2009-10 Approved Budget* - Total Regional	FY 2009-10 Approved Budget - WHOLESALE SHARE	Total Appropriation - All Years^	All Years Actual Expenditures^	Fiscal Year 2009-10 Actual Expenditures^	Encumbered But Not Expended^	Appropriated, Unencumbered Balance^	Projected Expended & Encumbered through 6/30/2010	Projected Surplus / (Shortfall)
CUW262	Regional Water RnR - Treatment Facilities	$ 1,000,000	$ 687,000	$ 687,000	$ -	$ -	$ -	$ 687,000	$ 229,000	$ 458,000
CUW263	Regional Water RnR - Conveyance/Transmission Systems	$ 7,000,000	$ 4,809,000	$ 4,809,000	$ -	$ -	$ -	$ 4,809,000	$ 1,603,000	$ 3,206,000
CUW264	Regional Water - Watersheds / ROW Management	$ 500,000	$ 343,500	$ 343,500	$ -	$ -	$ -	$ 343,500	$ 114,000	$ 229,500
FUW100	Regional Water - Facilities Maintenance	$ 3,700,000	$ 2,541,900	$ 2,541,900	$ -	$ -	$ -	$ 2,541,900	$ 847,000	$ 1,694,900
CUW261	Regional Water - Storage									
	Regional Total	**$ 12,200,000**	**$ 8,381,400**	**$ 8,381,400**	**$ -**	**$ -**	**$ -**	**$ 8,381,400**	**$ 2,793,000**	**$ 5,588,400**

Source: * SFPUC Commission Approved Budget, February 2009, Same Format
^ FAMIS - City's Official Financial System of Record

Ties to Budget Hearing Materials

REVENUE-FUNDED CAPITAL ADDITIONS (Section 5.04.B)
Subfund: 5W CPF WCF - Wholesale Customer Capital Fund (Water)

Projected FAMIS as of June 30, 2010 (Last Day of Budget Year)

				Wholesale Customer Capital Fund (5W CPF WCF)						
Based on Proportionate Annual Water Deliveries of ...			68.7%							
Project	Title	FY 2009-10 Approved Budget* - Total Regional	FY 2009-10 Approved Budget - WHOLESALE SHARE	Total Appropriation - All Years^	All Years Actual Expenditures^	Fiscal Year 2009-10 Actual Expenditures^	Encumbered But Not Expended^	Appropriated, Unencumbered Balance^	Projected Expended & Encumbered through 6/30/2011	Projected Surplus / (Shortfall)
CUW262	Regional Water RnR - Treatment Facilities	$ 1,000,000	$ 687,000	$ 687,000	$ 235,000	$ 235,000	$ -	$ 452,000	$ 409,000	$ 43,000
CUW263	Regional Water RnR - Conveyance/Transmission Systems	$ 7,000,000	$ 4,809,000	$ 4,809,000	$ 1,395,000	$ 1,395,000	$ 25,000	$ 3,389,000	$ 1,589,000	$ 1,800,000
CUW264	Regional Water - Watersheds / ROW Management	$ 500,000	$ 343,500	$ 343,500	$ 115,000	$ 115,000	$ 50,000	$ 178,500	$ 35,500	$ 143,000
FUW100	Regional Water - Facilities Maintenance	$ 3,700,000	$ 2,541,900	$ 2,541,900	$ 850,000	$ 850,000	$ 123,000	$ 1,568,900	$ 768,900	$ 800,000
CUW261	Regional Water - Storage	$ -	$ -							
	Regional Total	**$ 12,200,000**	**$ 8,381,400**	**$ 8,381,400**	**$ 2,595,000**	**$ 2,595,000**	**$ 198,000**	**$ 5,588,400**	**$ 2,802,400**	**$ 2,786,000**

Source: * SFPUC Commission Approved Budget, February 2009, Same Format
^ FAMIS - City's Official Financial System of Record

Ties to Budget Hearing Materials
Shown on Attachment N-2, Schedule 3

Shown On Attachment N-2, Schedule 3
Revenue Capital - Actual Expenditures

Shown on Attachement N-2, Schedule 3
Continuing Appropriation
Needed for Mulit-Year
Revenue Funded Capital

REVENUE-FUNDED CAPTIAL ADDITIONS (Section 5.04.B)
Subfund: 5T CPF WCF - Wholesale Customer Capital Fund (Hetch Hetchy)

Projected FAMIS as of July 1, 2009 (Day 1 of New Budget Year)

Based on Proportionate Annual Water Deliveries of ... 68.1%

		A		B	C	D	E	F	G=C-D-F	H	I=G-H
					Wholesale Customer Capital Fund (5W CPF WCF)						
Project	Title	FY 2009-10 Approved Budget* - Total Regional		FY 2009-10 Approved Budget - WHOLESALE SHARE	Total Appropriation - All Years^	All Years Actual Expenditures^	Fiscal Year 2009-10 Actual Expenditures^	Encumbered But Not Expended^	Appropriated, Unencumbered Balance^	Projected Expended & Encumbered through 6/30/2010	Projected Surplus / (Shortfall)
CUH931	HH Microwave Replacement	$ 4,000,000	J	$ 1,224,900	$ 1,224,900	$ -	$ -	$ -	$ 1,224,900	$ 408,000	$ 816,900
CUH977	HH Water R&R - Facilities Maintenance	$ 3,500,000	J	$ 1,071,788	$ 1,071,788	$ -	$ -	$ -	$ 1,071,788	$ 357,000	$ 714,788
CUH947	SEA - Go Solar Incentive Porject	$ 4,000,000	P	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CUH971	Alternative Transmission Studies	$ 1,000,000	P	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CUH976	HH Water R&R - Power Infrastructure	$ 16,700,000	P	$ -	$ -					$ -	
CUH979	Hunters Point Municipal Power	$ -	P	$ -	$ -					$ -	
CUH983	Civic Center Sustainability District	$ 1,090,000	P	$ -	$ -					$ -	
CUH986	General Fund Dept - Energy Efficiency	$ 7,365,158	P	$ -	$ -					$ -	
	Renewable/Generation	$ 3,501,307	P	$ -	$ -					$ -	
	Treasure Island Improvement Project	$ 2,700,000	P	$ -	$ -					$ -	
	Enterprise Fund Dept - Energy Efficiency	$ 325,722	P	$ -	$ -					$ -	
CUH975	HH Water R&R - Water Infrastructure	$ 6,000,000	W	$ 4,083,000	$ 4,083,000					$ 1,361,000	
	Toulumne River Watershed Protection	$ 2,000,000	W	$ 1,361,000	$ 1,361,000					$ 454,000	
	Regional Total	$ 52,182,187		$ 7,740,688	$ 7,740,688	$ -	$ -	$ -	$ 2,296,688	$ 2,580,000	$ 1,531,688

Source: * SFPUC Commission Approved Budget, February 2009, Same Format
^ FAMIS - City's Official Financial System of Record

Ties to Budget Hearing Materials

REVENUE-FUNDED CAPTIAL ADDITIONS (Section 5.04.B)
Subfund: 5T CPF WCF - Wholesale Customer Capital Fund (Hetch Hetchy)

Projected FAMIS as of June 30, 2010 (Last Day of Budget Year)

Based on Proportionate Annual Water Deliveries of ... 68.1%

					Wholesale Customer Capital Fund (5W CPF WCF)						
Project	Title	FY 2009-10 Approved Budget* - Total Regional		FY 2009-10 Approved Budget - WHOLESALE SHARE	Total Appropriation - All Years^	All Years Actual Expenditures^	Fiscal Year 2009-10 Actual Expenditures^	Encumbered But Not Expended^	Appropriated, Unencumbered Balance^	Projected Expended & Encumbered through 6/30/2011	Projected Surplus / (Shortfall)
CUH931	HH Microwave Replacement	$ 4,000,000	J	$ 1,224,900	$ 1,224,900	$ 1,224,900	$ 1,224,900	$ -	$ -	$ -	$ -
CUH977	HH Water R&R - Facilities Maintenance	$ 3,500,000	J	$ 1,071,788	$ 1,071,788	$ 1,071,788	$ 1,071,788	$ -	$ (1)	$ (1)	$ -
CUH947	SEA - Go Solar Incentive Porject	$ 4,000,000	P	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CUH971	Alternative Transmission Studies	$ 1,000,000	P	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CUH976	HH Water R&R - Power Infrastructure	$ 16,700,000	P	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CUH979	Hunters Point Municipal Power	$ -	P	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CUH983	Civic Center Sustainability District	$ 1,090,000	P	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CUH986	General Fund Dept - Energy Efficiency	$ 7,365,158	P	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Renewable/Generation	$ 3,501,307	P	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Treasure Island Improvement Project	$ 2,700,000	P	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Enterprise Fund Dept - Energy Efficiency	$ 325,722	P	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CUH975	HH Water R&R - Water Infrastructure	$ 6,000,000	W	$ 4,083,000	$ 4,083,000	$ 4,083,000	$ 4,083,000	$ -	$ -	$ -	$ -
	Toulumne River Watershed Protection	$ 2,000,000	W	$ 1,361,000	$ 1,361,000	$ 1,361,000	$ 1,361,000	$ -	$ -	$ -	$ -
	Regional Total	$ 52,182,187		$ 7,740,688	$ 7,740,688	$ 7,740,688	$ 7,740,688	$ -	$ (1)	$ (1)	$ -

Source: * SFPUC Commission Approved Budget, February 2009, Same Format
^ FAMIS - City's Official Financial System of Record

Ties to Budget Hearing Materials
Shown on Attachment N-2, Schedule 6

Shown On Attachment N-2, Schedule 6
Revenue Capital - Actual Expenditures

Show on Attachment N-2, Schedule 6
Continuing Appropriation
Needed for Mulit-Year
Revenue Funded Capital

ATTACHMENT M-2

REVENUE FUNDED CAPITAL
ANNUAL REPORTING REQUIREMENTS
(Section 5.04B)

Part A. Updated Actual Information Through Most Recent Fiscal Year (Due in November)

Each year, the SFPUC will provide a report on the status of the regional revenue funded projects with the following information:

Project-level information (through close-out)

1 Scope of project
2 Current cost estimate/budget.
3 Expected milestone dates (ie, design, environmental, construction period, close-out, etc.)
4 Contract status
5 Reasons for status changes from prior report.
6 Other information relevant to whether project is on time/on budget.
7 For most recently completed fiscal year and estimated for current year:
8 Total expenditures (capital and operating); amounts paid from other sources.
9 Amount of encumbered and unencumbered appropriations
10 Application of any unused appropriations

Wholesale Capital Fund

11 Beginning balance, deposits, capital expenditures (by project), earnings, ending balance.
12 Components of ending balance; wholesale portion of:
13 Appropriated and encumbered
14 Appropriated but unencumbered

Part B. Proposed Appropriations for Upcoming Year (Due in March)

15 Project information, to the extent not provided in Part A
16 Expected funding needs for regional projects
17 Unused or excess appropropriations carried over.
18 Proposed appropriation for upcoming fiscal year.

Amended Attachment M-3
Wholesale Capital Fund and Balancing Account Adjustment
Reference Amended Section 6.08E

	A. Cash Flow in Wholesale Capital Fund	Original 5 Year True-up Method FYEs 2010-2018									Amended Annual True-Up (FYE 2019 and Beyond)				
		FYE 2010	FYE 2011	FYE 2012	FYE 2013	FYE 2014	FYE 2015	FYE 2016	FYE 2017	FYE 2018	FYE 2019	FYE 2020	FYE 2021	FYE 2022	FYE 2023
1	Beginning Total Balance (1)	-	8,818,323	12,404,275	15,761,658	16,268,065	9,084,304	17,243,583	32,251,212	29,842,765	33,698,785	41,548,944	47,366,205	36,848,850	21,206,239
2	Annual Appropriation (2)	10,476,724	8,636,920	21,737,468	11,285,643	18,668,585	15,432,451	21,138,051	11,184,265	17,847,379	26,424,000	26,420,000	13,210,000	13,210,000	13,210,000
3	Annual Expenditures (3)	(1,778,695)	(5,202,897)	(18,553,119)	(10,916,349)	(5,758,565)	(7,331,312)	(6,245,954)	(13,892,649)	(14,361,409)	(18,089,498)	(16,723,232)	(28,485,215)	(33,563,793)	(22,018,000)
4	Interest Earnings (4)	120,294	151,929	173,034	137,113	180,672	58,140	115,532	299,936	370,050	475,153	664,783	757,859	711,183	409,280
	June 30 Balances Before Balancing Account Transfers														
5	Total Balance (5)	8,818,323	12,404,275	15,761,658	16,268,065	29,358,756	17,243,583	32,251,212	29,842,765	33,698,785	42,508,440	51,910,495	32,848,850	17,206,239	12,807,520
6	Amount Encumbered as of June 30 (6)					(1,927,466)					(1,000,000)	(1,000,000)	(1,000,000)	(2,000,000)	(2,000,000)
7	Unencumbered Balance (7)	n/a	n/a	n/a	n/a	27,431,290	n/a	n/a	n/a	n/a	*41,508,440*	*50,910,495*	*31,848,850*	*15,206,239*	*10,807,520*
8	**Transfer From/(To) Balancing Account (8)**	n/a	n/a	n/a	n/a	(20,274,452)	n/a	n/a	n/a	n/a	**(959,496)**	**(4,544,290)**	**4,000,000**	**4,000,000**	**4,000,000**
	Ending Balances After Balancing Account Transfers														
9	Ending Total Balance (9)	8,818,323	12,404,275	15,761,658	16,268,065	9,084,304	17,243,583	32,251,212	29,842,765	33,698,785	41,548,944	47,366,205	36,848,850	21,206,239	16,807,520
10	Unencumbered Ending Balance (10)	n/a	n/a	n/a	n/a	7,156,838	n/a	n/a	n/a	n/a	40,548,944	46,366,205	35,848,850	19,206,239	14,807,520
	B. Calculation of Target Balance														
11	Target WCF Balance (11)					7,156,838					*40,548,944*	*46,366,205*	*40,559,076*	*34,346,800*	*29,062,000*
	C. Calculation of Remaining Cumulative Appropriation														
12	Cumulative Appropriation Since FYE 2010 (12)	10,476,724	19,113,644	40,851,112	52,136,755	70,805,340	86,237,791	107,375,842	118,560,107	136,407,486	162,831,486	189,251,486	202,461,486	215,671,486	228,881,486
13	Cumulative Expenditures Since FYE 2010 (13)	(1,778,695)	(6,981,592)	(25,534,711)	(36,451,060)	(42,209,626)	(49,540,938)	(55,786,891)	(69,679,540)	(84,040,949)	(102,130,447)	(118,853,679)	(147,338,893)	(180,902,686)	(202,920,686)
14	Total Remaining Cumulative Appropriation (14)					28,595,715	36,696,854	51,588,951	48,880,567	52,366,537	60,701,040	70,397,808	55,122,593	34,768,800	25,960,800
15	Amount Encumbered as of June 30 (15)					(1,927,466)				-	(1,000,000)	(1,000,000)	(1,000,000)	(2,000,000)	(2,000,000)
16	**Unencumbered Remaining Cumulative Appropriation (16)**		n/a	n/a	n/a	26,668,249	n/a	n/a	n/a	n/a	*59,701,040*	*69,397,808*	*54,122,593*	*32,768,800*	*23,960,800*
	D. Lesser of Target Balance and Unencumbered Remaining Cumulative Appropriation														
17	Lesser of Target Balance (line 11) and Unencumbered Remaining Appropriation (line 16) (17)										*40,548,944*	*46,366,205*	*40,559,076*	*32,768,800*	*23,960,800*
	E. Calculation of Excess Fund Balance and Refund to Wholesale Customers Through Balancing Account														
18	Is Unencumbered Balance (line 7) more than line 17? (18)										*Yes*	*Yes*	*No*	*No*	*No*
19	Excess WCF Balance (applied as a negative entry on line 8) (19)										959,496	4,544,290	-	-	-
	F. Calculation of Deficiency Fund Balance and Charge to Wholesale Customers Through Balancing Account (This Section is Only Applicable in Any Year When Line 18 is No)														
20	Is Unencumbered Balance (line 7) less than line 17? (20)												Yes	Yes	Yes
21	Tentative Amount Before Application of $4 million cap (21)												8,710,226	17,562,561	13,153,280
22	Is line 21 more than $4,000,000 maximum? (22)												Yes	Yes	Yes
23	Balancing Account Charge (applied as a positive entry on line 8):												4,000,000	4,000,000	4,000,000

See Notes on Page 2

Notes:

(1) Beginning Total Balance (encumbered and unencumbered). Equal to the prior year ending total balance after balancing account transfers (line 9).

(2) Wholesale Share of Revenue Funded Appropriations for Regional capital projects, adjusted for de-appropriations which have been factored into a wholesale revenue requirement, if applicable. FYE 2015 and forward are subject to compliance audit and 7.06 review.
Detail by Regional project in the format used in the 2010 - 2014 true-up to be separately provided.

(3) Wholesale Share of actual Regional capital expenditures funded from Revenue Funded Capital, determined based on proportionate water use in the year of expenditure. Figures from FYE 15 and forward are subject to 7.06 and compliance audit review.
Detail by Regional project in the format used in the 2010 - 2014 true-up to be separately provided.
The figures in line 3 for FYE 18 and on are for illustrative purposes only.

(4) Line 1 times the assumptions below for the SFPUC pool rate. FYE 2010 - 2014 figures are actual and tie to the first 5 year review.

Pool rate assumptions:	0.640%	0.670%	0.930%	1.240%	1.410%	1.600%	1.600%	1.930%	1.930%

(5) Total encumbered and unencumbered balance of the Wholesale Capital Fund before Balancing Account adjustments: Line 1 + line 2 + line 3 + line 4.

(6) Wholesale Share of the encumbrances for purchase orders or contracts in connection with revenue-funded Regional capital projects; calculated using the proportional annual use of the true-up year. Entered as a negative number.
Not applicable in years with no true-up (FYEs 2010-13 and 2015-18). FYE 2014 figure is actual. FYE 2019 and forward are plug numbers included for illustration.

(7) Unencumbered Balance Before Balancing Account transfers: Line 5 + line 6. FYE 2014 figure is actual. Not applicable (n/a) in years with no true-up (FYEs 2010-13 and 2015-18).

(8) Negative entries represent refunds to the Wholesale Customers through the Balancing Account and are calculated per Section E below, except for 2014 which is actual pursuant to the original 6.08E.
Positive entries represent charges to the Wholesale Customers through the Balancing Account and are calculated per Section F below.

(9) Total Ending Balance After Balancing Account Transfers = Line 5 + line 8.

(10) Unencumbered Ending Balance After Balancing Account Transfers = Line 7 + line 8. Must not exceed the amount on line 17, which is the lesser of the Target Balance (line 11) and the Unencumbered Remaining Cumulative Appropriation (line 16).

(11) Starting in FYE 2019, the Target Balance is calculated by the formula below, where CY represent the Current Year (for which the transfer is being calculated), CY-1 is the prior year, CY-2 is 2 years prior, etc.:
[line 2: CY]*(4/5) + [line 2: CY-1]*(3/5) + [line 2: CY-2]*(2/5) +[line 2: CY-3]*(1/5); rounded to the nearest dollar. The FYE 2014 figure is the actual target balance under the original section 6.08E.

(12) Cumulative Appropriations Since FYE 2010 = prior year line 12 + current year line 2.

(13) Cumulative Expenditures Since FYE 2010 = prior year line 13 + current year line 3. Does not include encumbrances.

(14) Total Remaining Cumulative Appropriation (encumbered and unencumbered) = line 12 + line 13.

(15) Amount encumbered as of June 30 = line 6. Encumbrances are not cumulative.

(16) Unencumbered Remaining Cumulative Appropriation = line 14 + line 15.

(17) Lesser of Target Balance (line 11) and Unencumbered Remaining Cumulative Appropriation (line 16). Used in formulas in line 19 (Section E) and line 21 (Section F), as applicable.

(18) If Yes, go to line 19 for calculation of the excess unencumbered balance. If No, go to line 20.

(19) Calculation of Excess Balance: If line 18 = Yes, then line 7 minus line 17. The result appears as a negative amount on line 8.

(20) If yes, then go to lines 21-23 for calculation of charge to Wholesale Customers.

(21) Initial step in calculating charge: If line 20 = Yes, then line 17 minus line 7; go to line 22.

(22) If the result on line 21 is greater than $4,000,000, then the charge to the Wholesale Customers is capped at $4,000,000.

(23) Equal to the lesser of line 21 or $4,000,000. The result appears as a positive number on line 8.

See Notes on Page 2

BALANCING ACCOUNT / RATE SETTING CALCULATION
REFERENCE SECTION 6.03.A.3.a

ILLUSTRATION ONLY DRAFT

	FY 2007-08	FY 2008-09	FY 2009-10
Step 1:			
A. Balancing Account as of June 30, 2007	$12,882,000		
B. Interest on Balancing Account at Pooled Investment Rate for Fiscal Year	$554,000		
C. Wholesale Revenues for Fiscal Year	($113,932,000)		
D. Wholesale Revenue Requirement for Fiscal Year	$119,224,000		
E. Settlement Credits or Other Adjustments	$2,448,614		
F. 1984 Agreement Balancing Account Credits	$0		
G. Balancing Account as of June 30, 2008	$21,176,614		
Step 2:			
A. Balancing Account as of June 30, 2008		$21,176,614	
B. Interest on Balancing Account at Pooled Investment Rate for Fiscal Year		$529,000	
C. Wholesale Revenues for Fiscal Year		-$123,604,000	
D. Wholesale Revenue Requirement for Fiscal Year		$120,562,000	
E. Settlement Credits or Other Adjustments		$21,000	
F. 1984 Agreement Balancing Account Credits		$0	
G. Balancing Account as of June 30, 2009		$18,684,614	
Step 3:			
A. Balancing Account as of June 30, 2009			$0
B. Interest on Balancing Account at Pooled Investment Rate for Fiscal Year			$0
C. Wholesale Revenues for Fiscal Year			-$127,485,900
D. Wholesale Revenue Requirement for Fiscal Year			$140,994,733
E. Settlement Credits or Other Adjustments			$21,000
F. 1984 Agreement Balancing Account Credits			$1,997,220
G. Balancing Account as of June 30, 2010			$15,527,053
H. Net Change in Wholesale Revenue Coverage			$4,488,233
I. Total Revenue Deficiency or Surplus			$20,015,286
J. Projected Water Sales in Ccf	84,621,240	83,205,600	85,920,000
K. Deficiency or (Surplus) $/Ccf			$0.23
L. Deficiency or (Surplus) Ccf as a Percentage of Revenues			15.7%

Note: Dollar amounts are for illustrative purposes only. The Parties have not agreed on the amount of the balancing account as of June 30, 2007, revenue requirement for FY 2007-08, settlement credits for FY 2007-08, and the amount of the balancing account as of June 30, 2009.

BALANCING ACCOUNT / RATE SETTING CALCULATION
METHOD OF CALCULATION
REFERENCE SECTION 6.03.A.3.a

N = The year for which rates are being set

N-1 = The current year

N-2 = The most recently completed year for which actual results are available

Calculation Method:

Step 1 Determine the actual revenue differential for year N-2
- A. Enter the beginning amount of the Balancing Account
- B. Calculate the interest earned at the Pooled Investment Account Rate for (A)
- C. Enter the actual Wholesale revenues billed
- D. Enter the Wholesale Revenue Requirement
- E. Enter settlement credits or adjustments, if any
- F. Enter carry-over 1984 Agreement credits owed the City, if any
- G. Calculate the ending amount of the Balancing Account

Step 2 Determine the projected revenue differential for year N-1
- A. Enter the beginning amount of the Balancing Account; this is the same amount as G in Step 1
- B. Calculate the interest earned at the Pooled Investment Account Rate for (A)
- C. Enter the actual Wholesale revenues billed
- D. Enter the Wholesale Revenue Requirement
- E. Enter settlement credits or adjustments, if any
- F. Enter carry-over 1984 Agreement credits owed the City, if any
- G. Calculate the ending amount of the Balancing Account

Step 3 Determine the projected revenue differential for year N
- A. Enter the beginning amount of the Balancing Account; this is the same amount as G in Step 2
- B. Calculate the interest earned at the Pooled Investment Account Rate for (A)
- C. Enter the actual Wholesale revenues billed
- D. Enter the Wholesale Revenue Requirement
- E. Enter settlement credits or adjustments, if any
- F. Enter carry-over 1984 Agreement credits owed the City, if any
- G. Calculate the ending amount of the Balancing Account
- H. Enter the net change in the Wholesale Revenue Coverage, if applicable
- I. Calculate the total revenue deficiency or surplus (G) + (H)
- J. Enter the projected water sales to Wholesale Customers in Ccf
- K. Calculate the required increase in the commodity portion of the rate by dividing (I) by (J)
- L. Calculate the required increase in revenues by dividing (I) by (C)

WHOLESALE REVENUE REQUIREMENT SCHEDULES
CALCULATION OF WHOLESALE REVENUE REQUIREMENT
FISCAL YEAR 2009-10
REFERENCE ARTICLE 5

ATTACHMENT N-2
SCHEDULE 1

EXPENSE CATEGORY	CONTRACT REFERENCE	SCHEDULE REFERENCE	TOTAL	DIRECT RETAIL	DIRECT WHOLESALE	REGIONAL	JOINT EXPENSE ALLOCATION FACTOR	WHOLESALE SHARE
OPERATING AND MAINTENANCE EXPENSE:								
SOURCE OF SUPPLY	5.05 (A)	SCH 8.1	$ 14,943,953	$ 1,251,062	$ -	$ 13,692,891	ANNUAL USE[1]	$ 9,364,568
PUMPING	5.05 (B)	SCH 8.1	$ 4,342,682	$ 3,854,000	$ -	$ 488,682	ANNUAL USE[1]	$ 334,210
TREATMENT	5.05 (C)	SCH 8.1	$ 30,445,053	$ -	$ -	$ 30,445,053	ANNUAL USE[1]	$ 20,821,372
TRANSMISSION & DISTRIBUTION	5.05 (D)	SCH 8.1	$ 53,416,232	$ 30,163,286	$ -	$ 23,252,946	ANNUAL USE[1]	$ 15,902,690
CUSTOMER ACCOUNTS[2]	5.05 (E)	SCH 8.1	$ 7,552,213	$ 7,401,169	$ 151,044	$ -	2%	$ 151,044
TOTAL O&M			$ 110,700,133	$ 42,669,517	$ 151,044	$ 67,879,572		46,573,883
COMPOSITE % (WHOLESALE SHARE / TOTAL O&M)	5.06 (C)							42.07%
ADMINISTRATIVE AND GENERAL EXPENSES:								
COWCAP	5.06 (A)	SCH 8.1	$ 1,238,009	$ -	$ -	$ 1,238,009	COMPOSITE O&M	$ 520,857
SERVICES OF SFPUC BUREAUS	5.06 (B)	SCH 7	$ 22,465,291	$ 8,178,424	$ -	$ 14,286,867	ANNUAL USE[1]	$ 9,770,788
OTHER A&G	5.06 (C)	SCH 8.1	$ 12,972,477	$ 4,009,891	$ -	$ 8,962,586	COMPOSITE O&M	$ 3,770,749
COMPLIANCE AUDIT	5.06 (D)	SCH 8.1	$ 200,000	$ -	$ -	$ 200,000	50%	$ 100,000
TOTAL A&G			$ 36,875,777	$ 12,188,315	$ -	$ 24,687,462		$ 14,162,394
PROPERTY TAXES	5.07	SCH 8.1	$ 1,417,293	$ -	$ -	$ 1,417,293	ANNUAL USE[1]	$ 969,287
CAPITAL COST RECOVERY								
PRE-2009 ASSETS	5.03	ATT K						$ 24,051,326
DEBT SERVICE ON NEW ASSETS	5.04 (A)	SCH 2						$ 17,952,931
REVENUE FUNDED ASSETS - APPROPRIATED TO WHOLESALE CAPITAL FUND	5.04 (B)	SCH 3						$ 8,381,400
TOTAL CAPITAL COST RECOVERY								$ 50,385,657
WHOLESALE SHARE HETCH HETCHY WATER & POWER	5.04	SCH 4						$ 28,903,512
WHOLESALE REVENUE REQUIREMENT								$ 140,994,733
WHOLESALE REVENUE COVERAGE[3]								$ 4,488,233

[1]Proportional Annual Use (68.39%)
[2]Water Enterprise Share of Customer Accounts Expenses (62% of Total Customer Accounts Expenses)
[3]25% of Wholesale Share of Debt Service

ILLUSTRATION ONLY DRAFT

WHOLESALE REVENUE REQUIREMENT SCHEDULES
WATER ENTERPRISE CAPITAL COST RECOVERY - ANNUAL DEBT SERVICE
FISCAL YEAR 2009-10
REFERENCE SECTION 5.04.A

ATTACHMENT N-2
SCHEDULE 2

	2006 BOND ISSUE SERIES A	2008 BOND ISSUE ALL SERIES	2009 BOND ISSUE ALL SERIES	XXXX BOND ISSUE ALL SERIES	XXXX BOND ISSUE ALL SERIES	XXXX BOND ISSUE ALL SERIES	XXXX BOND ISSUE ALL SERIES	TOTAL ALL OUTSTANDING BONDS
USE OF BOND PROCEEDS								
RETAIL PROJECTS	31.61%	22.95%	19.42%	XX.XX%	XX.XX%	XX.XX%	XX.XX%	
REGIONAL PROJECTS	68.39%	77.05%	80.58%	YY.YY%	YY.YY%	YY.YY%	YY.YY%	
PRINCIPAL PAYMENT	$ 8,765,000	-	-	-	-	-	-	$ 8,765,000
RETAIL PROJECTS	$ 2,770,617	-	-	-	-	-	-	$ 2,770,617
REGIONAL PROJECTS	$ 5,994,384	-	-	-	-	-	-	$ 5,994,384
INTEREST PAYMENT (GROSS)	$ 23,353,388	$ 5,561,386	$ 56,181,932	-	-	-	-	$ 85,096,706
RETAIL PROJECTS	$ 7,382,006	$ 1,276,338	$ 10,910,531	-	-	-	-	$ 19,568,875
REGIONAL PROJECTS	$ 15,971,382	$ 4,285,048	$ 45,271,401	-	-	-	-	$ 65,527,831
INTEREST PAYMENT (CAPITALIZED)	-	-	$ 56,181,932					
RETAIL PROJECTS	-	-	$ 10,910,531					
REGIONAL PROJECTS	-	-	$ 45,271,401					
INTEREST PAYMENT (NET)	$ 23,353,388	$ 5,561,386	-					
RETAIL PROJECTS	$ 7,382,006	$ 1,276,338	-					
REGIONAL PROJECTS	$ 15,971,382	$ 4,285,048	-					
TOTAL PRINCIPAL AND INTEREST PAYMENT	32,118,388	5,561,386	-	-	-	-	-	$ 37,679,774
RETAIL PROJECTS	10,152,622	1,276,338	-	-	-	-	-	$ 11,428,961
REGIONAL PROJECTS	21,965,766	4,285,048	-	-	-	-	-	$ 26,250,813
PROPORTIONAL ANNUAL USE	68.39%	68.39%	68.39%	ZZ.ZZ%	ZZ.ZZ%	ZZ.ZZ%	ZZ.ZZ%	
WHOLESALE SHARE	$ 15,022,387	$ 2,930,544	-	-	-	-	-	$ 17,952,931 (TO SCHEDULE 1)

ILLUSTRATION ONLY DRAFT

Note: Allocation of bond proceeds shown are for illustrative purposes only. Regional projects will not include bond proceeds used to construct or acquire assets capitalized prior to 7/1/09. Regional projects also will not include in-city groundwater or in-city recycled water projects.

WHOLESALE REVENUE REQUIREMENT SCHEDULES
WATER ENTERPRISE CAPITAL COST RECOVERY - REVENUE FUNDED CAPITAL PROJECTS
FISCAL YEAR 2009-10
REFERENCE SECTION 5.04.B

ATTACHMENT N-2
SCHEDULE 3

		PROJECT APPROPRIATION	CLASSIFICATION	ALLOCATION FACTOR	WHOLESALE SHARE	TOTAL APPROPRIATION ALL YEARS	ALL YEARS ACTUAL EXPENDITURES	FY 2009-10 ACTUAL EXPENDITURES	ENCUMBERED, NOT EXPENDED	APPROPRIATED, UNENCUMBERED BALANCE
CUH980	Treasure Island Improvement Project	3,800,000	RETAIL	0.0%	$ -	$ -	$ -	$ -	$ -	$ -
CUW253	Facilities Security	500,000	RETAIL	0.0%	$ -	$ -	$ -	$ -	$ -	$ -
CUW260	Local Water R&R	22,347,520	RETAIL	0.0%	$ -	$ -	$ -	$ -	$ -	$ -
CUW686	Automated Meter Reading System	36,001,000	RETAIL	0.0%	$ -	$ -	$ -	$ -	$ -	$ -
	Total Local	62,648,520			$ -	$ -	$ -	$ -	$ -	$ -
CUW202	Replace Prestressed Concrete Cylr Pipe	-	REGIONAL	68.7%	$ -	$ -	$ -	$ -	$ -	$ -
CUW261	Regional Water R&R - Storage	-	REGIONAL	68.7%	$ -	$ -	$ -	$ -	$ -	$ -
CUW262	Regional Water R&R -Treatment Facilities	1,000,000	REGIONAL	68.7%	$ 687,000	$ 687,000	$ 235,000	$ 235,000	$ -	$ 452,000
CUW263	Regional Water R&R Conveyance/Transmission	7,000,000	REGIONAL	68.7%	$ 4,809,000	$ 4,809,000	$ 1,395,000	$ 1,395,000	$ 25,000	$ 3,389,000
CUW264	Regional Watersheds/ROW Management	500,000	REGIONAL	68.7%	$ 343,500	$ 343,500	$ 115,000	$ 115,000	$ 50,000	$ 178,500
FUW100	Regional Facilities Maintenance	3,700,000	REGIONAL	68.7%	$ 2,541,900	$ 2,541,900	$ 850,000	$ 850,000	$ 123,000	$ 1,568,900
	Total Regional	12,200,000			$ 8,381,400	$ 8,381,400	$ 2,595,000	$ 2,595,000	$ 198,000	$ 5,588,400
	TOTAL ALL PROJECTS	74,848,520			$ 8,381,400	$ 8,381,400	$ 2,595,000	$ 2,595,000 (TO SCHEDULE 1)	$ 198,000 (TO SCHEDULE 1)	$ 5,588,400 (TO SCHEDULE 1)

ILLUSTRATION ONLY DRAFT

WHOLESALE REVENUE REQUIREMENT SCHEDULES
CALCULATION OF WHOLESALE SHARE OF HETCH HETCHY WATER & POWER
FISCAL YEAR 2009-10
REFERENCE ARTICLE 5

ATTACHMENT N-2
SCHEDULE 4

EXPENSE CATEGORY	CONTRACT REFERENCE	SCHEDULE REFERENCE	TOTAL	POWER SPECIFIC	WATER SPECIFIC	JOINT	JOINT ALLOCATION PERCENTAGE	WATER-RELATED TOTAL	WHOLESALE ALLOCATION FACTOR	WHOLESALE SHARE
OPERATION AND MAINTENANCE										
OPERATION	5.08 B 1	SCH 8.2	$ 44,612,220	$ 31,853,965	$ 9,557,861	$ 3,200,394	45%	$ 10,998,038	ADJUSTED PROPORTIONAL ANNUAL USE	$ 7,484,165
MAINTENANCE	5.08 B 1	SCH 8.2	$ 16,868,612	$ 5,048,039	$ 3,238,622	$ 8,581,951	45%	$ 7,100,500	ADJUSTED PROPORTIONAL ANNUAL USE	$ 4,831,890
TOTAL OPERATION AND MAINTENANCE			$ 61,480,832	$ 36,902,004	$ 12,796,483	$ 11,782,345		$ 18,098,538		$ 12,316,055
ADMINISTRATIVE AND GENERAL										$ -
COWCAP	5.08 B 2	SCH 8.2	$ 1,139,579	$ -	$ -	$ 1,139,579	45%	$ 512,811	ADJUSTED PROPORTIONAL ANNUAL USE	$ 348,968
SERVICES OF SFPUC BUREAUS	5.08 B 2	SCH 7	$ 8,255,307	$ 5,375,656	$ 2,879,651	$ -	45%	$ 2,879,651	ADJUSTED PROPORTIONAL ANNUAL USE	$ 1,959,603
OTHER A&G	5.08 B 2	SCH 8.2	$ 25,581,481	$ 14,913,071	$ 36,070	$ 10,632,340	45%	$ 4,820,623	ADJUSTED PROPORTIONAL ANNUAL USE	$ 3,280,434
CUSTOMER ACCOUNTS	5.08 B 2	SCH 8.2	$ 347,403	$ 347,403	$ -	$ -	45%	$ -	ADJUSTED PROPORTIONAL ANNUAL USE	$ -
TOTAL ADMINISTRATIVE AND GENERAL			$ 35,323,770	$ 20,636,130	$ 2,915,721	$ 11,771,919		$ 8,213,085		$ 5,589,004
PROPERTY TAXES	5.08 B 3	SCH 8.2	$ 452,000	$ -	$ -	$ 456,305	45%	$ 205,337	ADJUSTED PROPORTIONAL ANNUAL USE	$ 139,732
CAPITAL COST RECOVERY										
PRE-2009 ASSETS	5.09 B 1	ATT K-4								$ 3,118,033
DEBT SERVICE ON NEW ASSETS	5.09 B 2	SCH 5								$ -
REVENUE FUNDED ASSETS-APPROPRIATIONS TO WHOLESALE CAPITAL FUND	5.09 B 3	SCH 6								$ 7,740,688
TOTAL CAPITAL COST RECOVERY										$ 10,858,721
WHOLESALE SHARE OF HETCH HETCHY WATER & POWER										$ 28,903,512 (TO SCHEDULE 1)
WHOLESALE REVENUE COVERAGE[1]										$ -

[1]Adjusted Proportional Annual Use (68.39% X 99.50% = 68.05%)
[2]25% of Wholesale Share of Debt Service

ILLUSTRATION ONLY DRAFT

WHOLESALE REVENUE REQUIREMENT SCHEDULES
HETCH HETCHY CAPITAL COST RECOVERY - ANNUAL DEBT SERVICE
FISCAL YEAR 2009-10
REFERENCE SECTION 5.09.B.1

ATTACHMENT N-2
SCHEDULE 5

	XXXX BOND ISSUE ALL SERIES	XXXX BOND ISSUE ALL SERIES	XXXX BOND ISSUE ALL SERIES	XXXX BOND ISSUE ALL SERIES	XXXX BOND ISSUE ALL SERIES	XXXX BOND ISSUE ALL SERIES	XXXX BOND ISSUE ALL SERIES	TOTAL ALL OUTSTANDIN G BONDS
USE OF BOND PROCEEDS								
POWER PROJECTS	XX.XX%	XX.XX%	XX.XX%	XX.XX%	XX.XX%	XX.XX%	XX.XX%	
WATER PROJECTS	YY.YY%	YY.YY%	YY.YY%	YY.YY%	YY.YY%	YY.YY%	YY.YY%	
JOINT PROJECTS	ZZ.ZZ%	ZZ.ZZ%	ZZ.ZZ%	ZZ.ZZ%	ZZ.ZZ%	ZZ.ZZ%	ZZ.ZZ%	
PRINCIPAL PAYMENT	-	-	-	-	-	-	-	-
POWER SHARE	-	-	-	-	-	-	-	-
WATER SHARE	-	-	-	-	-	-	-	-
JOINT SHARE	-	-	-	-	-	-	-	
INTEREST PAYMENT (NET)	-	-	-	-	-	-	-	-
POWER SHARE	-	-	-	-	-	-	-	-
WATER SHARE	-	-	-	-	-	-	-	-
JOINT SHARE								
TOTAL PRINCIPAL AND INTEREST PAYMENT	-	-	-	-	-	-	-	-
POWER SHARE	-	-	-	-	-	-	-	-
WATER SHARE	-	-	-	-	-	-	-	-
JOINT SHARE								
WATER RELATED PRINCIPAL AND INTEREST PAYMENT[1]								
ADJUSTED PROPORTIONAL ANNUAL USE	68.05%	68.05%	68.05%	68.05%	68.05%	68.05%	68.05%	
WHOLESALE SHARE	-	-	-	-	-	-	-	-

(TO SCHEDULE 4)

[1]Water Related = 100% of Water Share + 45% of Joint Share

ILLUSTRATION ONLY DRAFT

WHOLESALE REVENUE REQUIREMENT SCHEDULES
HETCH HETCHY CAPITAL COST RECOVERY - REVENUE FUNDED CAPITAL PROJECTS
FISCAL YEAR 2009-10
REFERENCE SECTION 5.04.B

ATTACHMENT N-2
SCHEDULE 6

		PROJECT APPROPRIATION	CLASSIFICATION	WATER RELATED PERCENTAGE	WATER RELATED SHARE	ALLOCATION FACTOR	WHOLESALE SHARE	TOTAL APPROPRIATION ALL YEARS	ALL YEARS ACTUAL EXPENDITURES	FY 2009-10 ACTUAL EXPENDITURES	ENCUMBERED, NOT EXPENDED	APPROPRIATED, UNENCUMBERED BALANCE
CUH931	HH Microwave Replacement	$ 4,000,000	JOINT	45%	$ 1,800,000	ADJUSTED PROPORTIONAL ANNUAL USE	$ 1,224,900	$ 1,224,900	$ 1,224,900	$ 1,224,900	$ -	$
CUH977	HH Water R&R - Facilities Maintenance	$ 3,500,000	JOINT	45%	$ 1,575,000	ADJUSTED PROPORTIONAL ANNUAL USE	$ 1,071,788	$ 1,071,788	$ 1,071,788	$ 1,071,788	$ -	$
	Total Joint	$ 7,500,000			$ 3,375,000		$ 2,296,688	$ 2,296,688	$ 2,296,688	$ 2,296,688	$ -	$
CUH947	SEA - Go Solar Incentive Project	$ 4,000,000	POWER	0%	$ -	ADJUSTED PROPORTIONAL ANNUAL USE	$ -					
CUH971	Alternative Transmission Studies	$ 1,000,000	POWER	0%	$ -	ADJUSTED PROPORTIONAL ANNUAL USE	$ -					
CUH976	HH Water R&R - Power Infrastructure	$ 16,700,000	POWER	0%	$ -	ADJUSTED PROPORTIONAL ANNUAL USE	$ -					
CUH979	Hunters Point Municipal Power	$ -	POWER	0%	$ -	ADJUSTED PROPORTIONAL ANNUAL USE	$ -					
CUH983	Civic Center Sustainability District	$ 1,090,000	POWER	0%	$ -	ADJUSTED PROPORTIONAL ANNUAL USE	$ -					
CUH986	General Fund Dept - Energy Efficiency	$ 7,365,158	POWER	0%	$ -	ADJUSTED PROPORTIONAL ANNUAL USE	$ -					
	Renewable/Generation	$ 3,501,307	POWER	0%	$ -	ADJUSTED PROPORTIONAL ANNUAL USE	$ -					
	Treasure Island Improvement Project	$ 2,700,000	POWER	0%	$ -	ADJUSTED PROPORTIONAL ANNUAL USE	$ -					
	Enterprise Fund Dept - Energy Efficiency	$ 325,722	POWER	0%	$ -	ADJUSTED PROPORTIONAL ANNUAL USE	$ -					
	Total Power	$ 36,682,187			$ -		$ -					
CUH975	HH Water R&R - Water Infrastructure	$ 6,000,000	WATER	100%	$ 6,000,000	ADJUSTED PROPORTIONAL ANNUAL USE	$ 4,083,000	$ 4,083,000	$ 4,083,000	$ 4,083,000	$ -	$
	Toulumne River Watershed Protection	$ 2,000,000	WATER	100%	$ 2,000,000	ADJUSTED PROPORTIONAL ANNUAL USE	$ 1,361,000	$ 1,361,000	$ 1,361,000	$ 1,361,000	$ -	$
	Total Water	$ 8,000,000			$ 8,000,000		$ 5,444,000	$ 5,444,000	$ 5,444,000	$ 5,444,000	$ -	$
	TOTAL ALL WATER RELATED PROJECTS	$ 96,364,374			$ 11,375,000		$ 7,740,688	$ 7,740,688	$ 7,740,688	$ 7,740,688 (TO SCHEDULE 4)	$ - (TO SCHEDULE 4)	$ - (TO SCHEDULE 4)

ILLUSTRATION ONLY DRAFT

WHOLESALE REVENUE REQUIREMENT SCHEDULES
SERVICES OF SFPUC BUREAUS - ALLOCATION TO ENTERPRISES
FISCAL YEAR 2009-10
REFERENCE SECTION 5.05.B

ATTACHMENT N-2
SCHEDULE 7

		EXPENDITURES	ADJUSTMENTS	ADJUSTED EXPENDITURES	HETCH HETCHY POWER	HETCH HETCHY WATER	WATER RETAIL	WATER REGIONAL	WASTEWATER	TOTAL
ALLOCATION FACTORS (SCHEDULE N-7.1)					11.13%	5.96%	16.94%	29.59%	36.37%	
PUC01	General Manager	$ 7,609,114	$ -	$ 7,609,114	$ 847,180	$ 453,820	$ 1,288,884	$ 2,251,548	$ 2,767,682	$ 7,609,114
PUC1101	BizServ-Administration	$ 4,081,981	$ -	$ 4,081,981	$ 454,478	$ 243,456	$ 691,434	$ 1,207,864	$ 1,484,749	$ 4,081,981
PUC1102	Finance	$ 8,817,687	$ -	$ 8,817,687	$ 981,739	$ 525,902	$ 1,493,600	$ 2,609,166	$ 3,207,280	$ 8,817,687
PUC1103	ITS[1]	$ 18,048,158	$ (1,835,357)	$ 16,212,801	$ 1,805,093	$ 966,959	$ 2,746,235	$ 4,797,391	$ 5,897,123	$ 16,212,801
PUC1106	Human Resources	$ 7,678,483	$ -	$ 7,678,483	$ 854,903	$ 457,958	$ 1,300,634	$ 2,272,074	$ 2,792,914	$ 7,678,483
PUC1108	Customer Services	$ 12,262,428	$ (12,262,428)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PUC12	External Affairs	$ 3,882,455	$ -	$ 3,882,455	$ 432,263	$ 231,556	$ 657,637	$ 1,148,824	$ 1,412,175	$ 3,882,455
	TOTAL	$ 34,752,000	$ (12,731,000)	$ 48,282,521	$ 5,375,656 (TO SCHEDULE 4)	$ 2,879,651 (TO SCHEDULE 4)	$ 8,178,424 (TO SCHEDULE 1)	$ 14,286,867 (TO SCHEDULE 1)	$ 17,561,923	$ 48,282,521

[1]Adjustment for Transfer of SCADA Expenditures to T&D Joint ($1,730,000)

ILLUSTRATION ONLY DRAFT

WHOLESALE REVENUE REQUIREMENT SCHEDULES
SERVICES OF SFPUC BUREAUS - ANNUAL SALARIES
FISCAL YEAR 2009-10
REFERENCE SECTION 5.05.B

ATTACHMENT N-2
SCHEDULE 7.1

DEPARTMENT/DIVISION	ALLOCATION FACTOR	GROUP CODE	SALARIES	PERCENTAGE	
HETCH HETCHY					
POWER		1	$ 6,677,939	6.27%	
WATER		2	$ 1,775,910	1.67%	
JOINT			$ 9,428,450		
WATER SHARE	45%	2	$ 4,242,803	3.98%	
POWER SHARE	55%	1	$ 5,185,648	4.87%	
WATER					
ADMINISTRATION (WTR01)			$ 1,009,246		
RETAIL SHARE	33.4%	3	$ 336,415	0.32%	
REGIONAL SHARE	33.3%	4	$ 336,415	0.32%	
HETCH HETCHY WATER SHARE	33.3%	2	$ 336,416	0.32%	
CDD (WTR03)		3	$ 17,356,922	16.29%	
WATER QUALITY (WTR04)		4	$ 7,282,589	6.83%	
WATER SUPPLY & TREATMENT (WTR05)		4	$ 18,154,689	17.05%	
NATURAL RESOURCES (WTR06)		4	$ 4,682,073	4.39%	
WATER RESOURCE PLANNING			$ 1,419,760		
WATER CONSERVATION		3	$ 355,703	0.33%	
RETAIL WATER RESOURCE PLANNING		3	$ -		
REGIONAL SHARE (NET SALARIES)		4	$ 1,064,057	1.00%	
WASTEWATER		5	$ 38,757,578	36.37%	
SALARIES BY GROUP CODE					
HETCH HETCHY - POWER		1	$ 11,863,587	11.13%	(TO SCHEDULE 7)
HETCH HETCHY - WATER		2	$ 6,355,129	5.96%	(TO SCHEDULE 7)
WATER - RETAIL		3	$ 18,049,040	16.94%	(TO SCHEDULE 7)
WATER- REGIONAL		4	$ 31,529,823	29.59%	(TO SCHEDULE 7)
WASTEWATER		5	$ 38,757,578	36.37%	(TO SCHEDULE 7)
TOTAL SALARIES			$ 106,555,156	100.00%	

ADMINISTRATION ONLY DRAFT

WHOLESALE REVENUE REQUIREMENT SCHEDULES
CALCULATION OF THE WHOLESALE REVENUE REQUIREMENT
FISCAL YEAR 2009-10
WATER ENTERPRISE SUMMARY OF OPERATING EXPENSES

ATTACHMENT N-2
SCHEDULE 8.1

	Retail	Wholesale	Regional	Total
Operating Expenses				
Transmission & Distributions	$ 30,163,286	$ -	$ 23,252,946	$ 53,416,232
Adjustments to Transmission & Distribution	$ -	$ -	$ -	$ -
Adjusted Transmission & Distribution	$ 30,163,286	$ -	$ 23,252,946	$ 53,416,232
Source of Supply	$ 1,251,062	$ -	$ 13,692,891	$ 14,943,953
Adjustments to Source of Supply	$ -	$ -	$ -	$ -
Adjusted Source of Supply	$ 1,251,062	$ -	$ 13,692,891	$ 14,943,953
Pumping	$ 3,854,000	$ -	$ 488,682	$ 4,342,682
Adjustments to Pumping	$ -	$ -	$ -	$ -
Adjusted Pumping	$ 3,854,000	$ -	$ 488,682	$ 4,342,682
Treatment	$ -	$ -	$ 30,445,053	$ 30,445,053
Adjustments to Treatment	$ -	$ -	$ -	$ -
Adjusted Treatment	$ -	$ -	$ 30,445,053	$ 30,445,053
Customer Accounts	$ 7,401,169	$ 151,044	$ -	$ 7,552,213
Adjustments to Customer Accounts	$ -	$ -	$ -	$ -
Adjusted Customer Accounts	$ 7,401,169	$ 151,044	$ -	$ 7,552,213
Total Adjusted Operating Expense	$ 42,669,517	$ 151,044	$ 67,879,572	$ 110,700,133
General & Administrative Expense				
COWCAP	$ -	$ -	$ 1,238,009	$ 1,238,009
Services of SFPUC Bureaus	$ 8,178,424	$ -	$ 14,286,867	$ 22,465,291
Other General & Administrative	$ 4,009,891	$ -	$ 8,962,586	$ 12,972,477
Adjustments to General & Administrative	$ -	$ -	$ -	$ -
Adjusted General & Administrative	$ 4,009,891	$ -	$ 8,962,586	$ 12,972,477
Compliance Audit	$ 100,000	$ 100,000	$ -	$ 200,000
Total General & Administrative	$ 12,288,315	$ 100,000	$ 24,487,462	$ 36,875,777
Property Taxes	$ -	$ -	$ 1,417,293	$ 1,417,293
Total	$ 54,957,832	$ 251,044	$ 93,784,327	$ 148,993,203

Source: FAMIS/EIS
Note: All adjustments to be separately identified above

ILLUSTRATION ONLY DRAFT

WHOLESALE REVENUE REQUIREMENT SCHEDULES
CALCULATION OF THE WHOLESALE REVENUE REQUIREMENT
FISCAL YEAR 2009-10
HETCHY HETCHY WATER & POWER SUMMARY OF OPERATING EXPENSES

ATTACHMENT N-2
SCHEDULE 8.2

	Power	Water	Joint	Total
Operating Expenses				
Purchased Power & Wheeling	$ 28,953,676			$ 28,953,676
Adjustments to Purchased Power & Wheeling	$ -			$ -
Adjusted Purchased Power & Wheeling	$ 28,953,676			$ 28,953,676
Operations				
Hydraulic Generation	$ 2,900,291	$ -	$ 3,200,394	$ 6,100,685
Transmission & Distribution	$ -	$ -	$ -	$ -
Water Quality Expense	$ -	$ 9,557,862	$ -	$ 9,557,862
Adjustments to Operations	$ -	$ -	$ -	$ -
Adjusted Operations	$ 2,900,291	$ 9,557,862	$ 3,200,394	$ 15,658,547
Maintenance				
Hydraulic Generation	$ 1,840,096	$ 3,238,622	$ 8,581,952	$ 13,660,670
Transmission & Distribution	$ 3,359,385	$ -	$ -	$ 3,359,385
Water Quality Expense	$ -	$ -	$ -	$ -
Adjustments to Maintenance	$ (151,442)	$ -	$ -	$ (151,442)
Adjusted Maintenance	$ 5,048,039	$ 3,238,622	$ 8,581,952	$ 16,868,613
Total Adjusted Operating Expense	$ 36,902,006	$ 12,796,484	$ 11,782,346	$ 61,480,836
General & Administrative Expense				
COWCAP	$ -	$ -	$ 1,139,579	$ 1,139,579
Services of SFPUC Bureaus	$ 5,375,656	$ 2,879,651	$ -	$ 8,255,307
Customer Accounts	$ 347,403	$ -	$ -	$ 347,403
Adjustments to Customer Accounts	$ -	$ -	$ -	$ -
Adjusted Customer Accounts	$ 347,403	$ -	$ -	$ 347,403
Other General & Administrative	$ 14,913,071	$ 36,070	$ 10,632,340	$ 25,581,481
Adjustments to General & Administrative	$ -	$ -	$ -	$ -
Adjusted General & Administrative	$ 14,913,071	$ 36,070	$ 10,632,340	$ 25,581,481
Total General & Administrative	$ 20,636,130	$ 2,915,721	$ 11,771,919	$ 35,323,770
Property Taxes	$ -	$ -	$ 452,000	$ 452,000
Total	$ 57,538,136	$ 15,712,205	$ 24,006,265	$ 97,256,606

Source: FAMIS/EIS
Note: All adjustments to be separately identified above

ILLUSTRATION ONLY DRAFT

SCHEDULE OF PROJECTED WATER SALES, WHOLESALE REVENUE REQUIREMENTS, AND WHOLESALE RATES
CONTRACT REFERENCE: ARTICLE 6.03.A.3

ATTACHMENT N-3

	FISCAL YEAR				
	N	N+1	N+2	N+3	N+4
OPERATION AND MAINTENANCE EXPENSES					
SOURCE OF SUPPLY	$ 9,364,568	$ -	$ -	$ -	$ -
PUMPING	$ 334,210	$ -	$ -	$ -	$ -
TREATMENT	$ 20,821,372	$ -	$ -	$ -	$ -
TRANSMISSION & DISTRIBUTION	$ 15,902,690	$ -	$ -	$ -	$ -
CUSTOMER ACCOUNTS	$ 151,044	$ -	$ -	$ -	$ -
TOTAL OPERATION AND MAINTENANCE EXPENSES	$ 46,573,884	$ -	$ -	$ -	$ -
ADMINISTRATIVE AND GENERAL EXPENSES					
COWCAP	$ 520,857	$ -	$ -	$ -	$ -
SF PUBLIC UTILITIES COMMISSION	$ 9,770,788	$ -	$ -	$ -	$ -
OTHER A&G	$ 3,770,749	$ -	$ -	$ -	$ -
COMPLIANCE AUDIT	$ 100,000	$ -	$ -	$ -	$ -
TOTAL ADMINISTRATIVE AND GENERAL EXPENSES	$ 14,162,394	$ -	$ -	$ -	$ -
PROPERTY TAXES	$ 969,287	$ -	$ -	$ -	$ -
CAPITAL COST RECOVERY					
PRE 2009 ASSETS	$ 24,051,326	$ -	$ -	$ -	$ -
DEBT SERVICE ON NEW ASSETS	$ 17,952,931	$ -	$ -	$ -	$ -
REVENUE FUNDED CAPITAL	$ 8,381,400	$ -	$ -	$ -	$ -
TOTAL CAPITAL COST RECOVERY	$ 50,385,657	$ -	$ -	$ -	$ -
WHOLESALE SHARE HHW&P	$ 28,903,512	$ -	$ -	$ -	$ -
WHOLESALE REVENUE REQUIREMENT	$ 140,994,734	$ -	$ -	$ -	$ -
BALANCING ACCOUNT AS OF JUNE 30	$ -	$ -	$ -	$ -	$ -
INTEREST ON BALANCING ACCOUNT	$ -	$ -	$ -	$ -	$ -
WHOLESALE REVENUES AT EXSITING RATE	$ (127,485,900)	$ -	$ -	$ -	$ -
WHOLESALE EXCESS USE CHARGES	$ -	$ -	$ -	$ -	$ -
SETTLEMENT CREDITS AND OTHER ADJUSTMENTS	$ 21,000	$ -	$ -	$ -	$ -
1984 AGREEMENT BALANCING ACCOUNT CREDITS	$ 1,997,220	$ -	$ -	$ -	$ -
WHOLESALE DEBIT SERVICE COVERAGE RESERVE	$ 4,488,233	$ -	$ -	$ -	$ -
WHOLESALE DEFICIENCY OR CREDIT	$ 20,015,287	$ -	$ -	$ -	$ -
PERCENT WHOLESALE DEFICIENCY OR CREDIT OF REVENUES AND EXCESS USE CHARGES	15.7%				
PROJECTED WATER SALES (CCF)	85,920,000	0	0	0	0
WHOLESALE DEFICIENCY OR CREDIT ($/CCF)	0.23	0	0	0	0
PROJECTED WHOLESALE RATE (UNIT COST ($/CCF)	1.66	0	0	0	0
PROJECTED SERVICE CHARGE REVENUES	$ 4,620,300				
PROJECTED VOLUME CHARGE REVENUES	$ 142,627,200				
TOTAL WHOLESALE REVENUES	$ 147,247,500				

ILLUSTRATION ONLY DRAFT

ATTACHMENT O
STATEMENT OF WHOLESALE REVENUE REQUIREMENT/ CHANGES IN BALANCING ACCOUNT
YEAR ENDED JUNE 30
(Section 7.02.B)

	FY 2008-09 Allocation to Wholesale Customers	FY 2009-10 Allocation to Wholesale Customers	Difference
Wholesale Revenue Requirement Calculation:			
Operating and maintenance (O&M) expense:			
San Francisco Water Enterprise:			
Source of supply	$ 9,133,025	$ 9,364,568	$ 231,543
Pumping	$ 325,946	$ 334,210	$ 8,264
Purification	$ 20,437,460	$ 20,821,372	$ 383,912
Transmission and distribution	$ 9,350,279	$ 15,902,690	$ 6,552,411
Customer Accounts	$ 224,255	$ 151,044	$ (73,211)
Total SFWE operating and maintenance	$ 39,470,965	$ 46,573,884	$ 7,102,919
Hetch Hetchy Water and Power (HHWP):			
Operating expenses	$ 10,359,786	$ 7,484,165	$ (2,875,621)
Maintenance expenses	$ 4,526,240	$ 4,831,890	$ 305,650
Total HHWP operating and maintenance	$ 14,886,026	$ 12,316,055	$ (2,569,971)
Administrative and general (A&G) expenses:			
COWCAP			
SFWE	$ 512,438	$ 520,857	$ 8,419
HHWP	$ 162,364	$ 348,968	$ 186,604
SF Public Utilities Commission:			
SFWE	$ 7,461,835	$ 9,770,788	$ 2,308,953
HHWP	$ 2,357,622	$ 1,959,603	$ (398,019)
Other A&G – SFWE	$ 8,234,799	$ 3,770,749	$ (4,464,050)
Other A&G – HHWP	$ -	$ 3,280,434	$ 3,280,434
Compliance audit	$ 95,338	$ 100,000	$ 4,662
Total administrative and general expenses	$ 18,824,396	$ 19,751,399	$ 927,003
Property taxes (outside city only):			
SFWE	$ 964,040	$ 969,287	$ 5,247
HHWP	$ 120,923	$ 139,732	$ 18,809
Total property taxes	$ 1,084,963	$ 1,109,019	$ 24,056
Capital Cost Recovery			
Pre-2009 Assets			
SFWE		$ 24,051,326	
HHWP		$ 3,118,033	
Debt Service on New Assets			
SFWE		$ 17,952,931	
HHWP		$ -	
Revenue Funded Assets			
SFWE		$ 8,381,400	
HHWP		$ 7,740,688	
Total Capital Cost Recovery	$ 46,378,941	$ 61,244,378	$14,865,437
Total Wholesale Revenue Requirement	$ 120,645,291	$ 140,994,735	$20,349,444
Balancing Account July 1	$ 21,176,614	$ -	
Interest on adjusted beginning balance	$ 529,415	$ -	
Wholesale revenues billed	$ (123,604,000)	$ (147,247,500)	
Excess use charges billed	$ -	$ -	
Wholesale Revenue Coverage Reserve	$ -	$ 4,488,233	
Other adjustments	$ -	$ -	
Settlement adjustments	$ 21,006	$ 21,006	
1984 Agreement Balancing Account Credits	$ -	$ 1,997,220	
Balancing Account June 30	$ 18,768,326	$ 253,694	

ILLUSTRATION ONLY DRAFT

Attachment P

REPRESENTATION LETTER

Certification Pursuant to Water Sales Agreement (the Agreement) between the City and County of San Francisco (San Francisco) and certain wholesale customers in the counties of San Mateo, Santa Clara, and Alameda (the Wholesale Customers) effective July 1, 2009.

Each of the undersigned certifies that:

1. I have reviewed San Francisco Water Department and Hetch Hetchy Water & Power Department Report on the Calculation of the Wholesale Revenue Requirement and Statement of Changes in the Balancing Account (the Statement) for the year ended June 30, 200X;

Based on my knowledge, this report and Statement do not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by the report;

Based on my knowledge, the Statement and other financial information included in the report, fairly presents in all material respects the proper costs incurred and allocated to the Wholesale Customers in accordance with the provisions of the Agreement.

The below certifying officers and I are responsible for establishing and maintaining internal control over financial reporting and have:

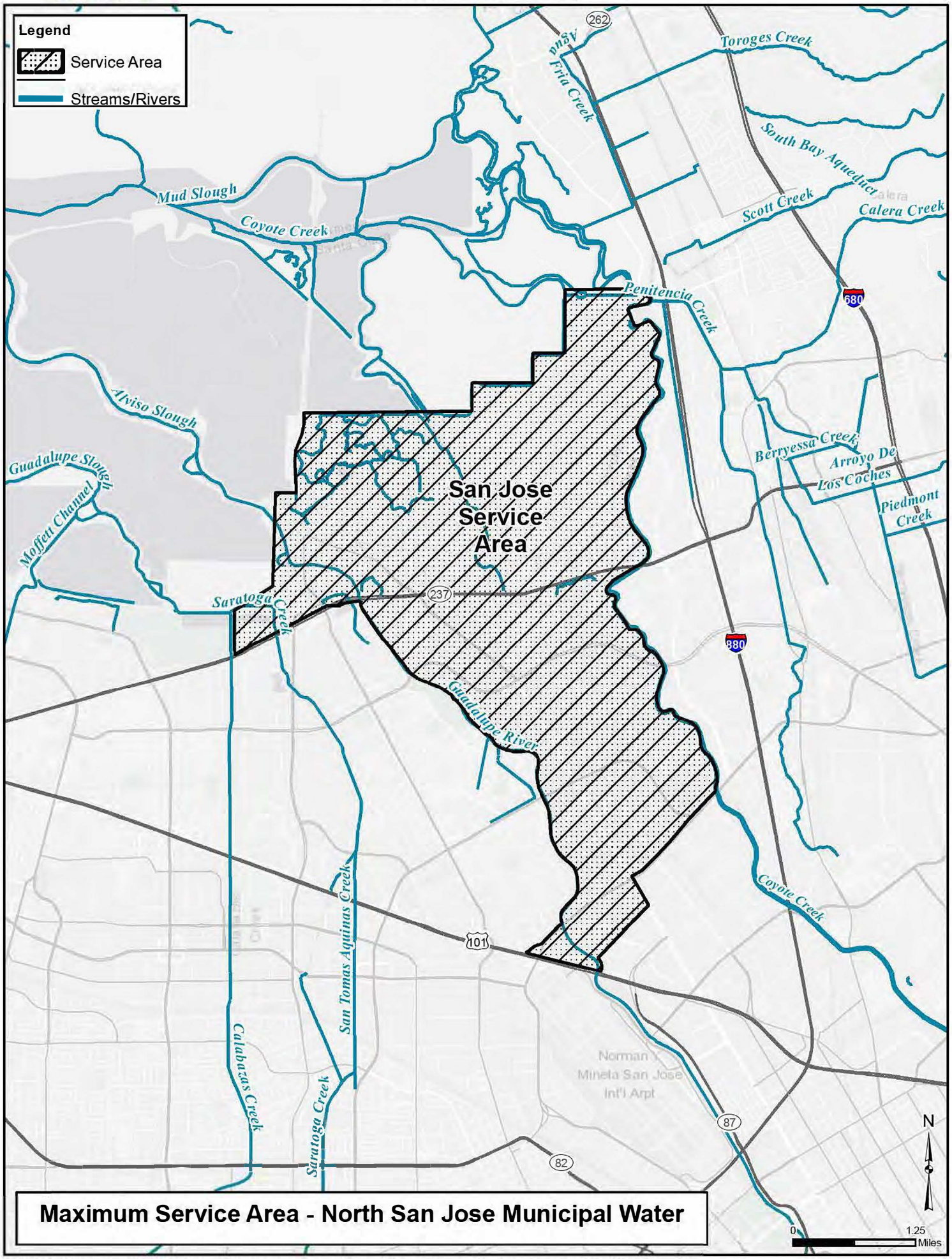
Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting for purposes of the preparation of the Statement.

Evaluated the effectiveness of the allocation procedures to ensure compliance with the terms of the Agreement.

The Statement fully complies with the contractual requirements of the Agreement and fairly presents, in all material respects, the allocation of costs to the Wholesale Customers in accordance with the Agreement.

General Manager, SFPUC	Date
Assistant General Manager & Chief Financial Officer, SFPUC	Date
Finance Director, SFPUC	Date
Accounting Manager, SFPUC	Date
Financial Planning Manager, SFPUC	Date
Senior Rates Administrator, SFPUC	Date

Attachment Q-1



Maximum Service Area - North San Jose Municipal Water

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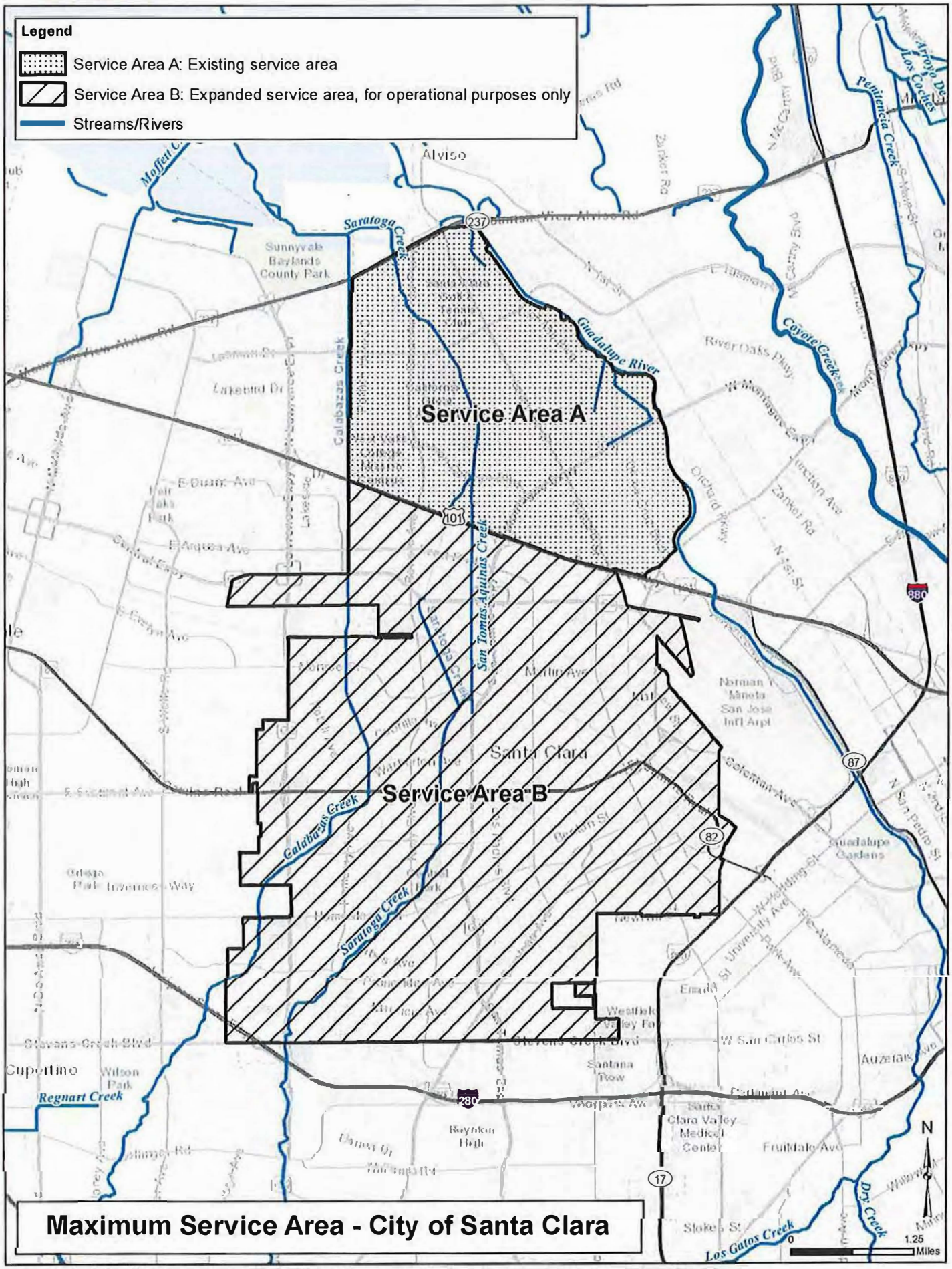
Attachment Q-2



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ATTACHMENT R-1

INTRODUCTION TO ATTACHMENT R

Attachment R is composed of three documents (1) this **R-1 Introduction to Attachment R**, (2) **R-2 Special Classification of Discrete Projects for 2018 WSA Amendment Purposes,** and (3) **R-3 Major Hetch Hetchy Enterprise Existing System Assets**. These R series attachments provide a record for purposes of maintaining the historical basis for the allocation of capital costs and operating expenses associated with Existing System Assets generally, with greater detail provided for major Hetch Hetchy Enterprise Existing System Assets due to the complexity of tracking the Water-Only, Power-Only, and Joint classifications as inputs to the Wholesale Revenue Requirement under Sections 5.08 and 5.09 of the Agreement.

Attachment R-2, Special Classification of Discrete Projects for 2018 WSA Amendment Purposes defines a limited number of capital projects involving five Hetch Hetchy Enterprise Existing System Assets where the parties have agreed to classify defined capital project costs separately from the assets' underlying classification listed on Attachment R-3. The classification listed in Attachment R-3 will continue to control the allocation of capital costs and operating expenses once the defined capital projects described in Attachment R-2 are complete.

Attachment R-3, Major Hetch Hetchy Enterprise Existing System Assets is a record of major assets at the "facility group" level (see below) as of January 1, 2019. The table contains six columns and 578 rows. The facility groups are broken down into individual facilities or assets. The facility group name and classification are provided for each asset. Assets listed on Attachment R-3 are classified as Joint, Water-Only, or Power-Only. Each asset is also assigned a unique identification ("ID") number for ease of reference. Attachment R-3 is not a complete record of all Hetch Hetchy Enterprise Existing System Assets.

<u>General Explanation of Classification</u>.
A "facility group" is a location where a group of facilities is located. A single facility may constitute a facility group. A "facility" is a primary asset in a facility group whose function determines its classification and the classification of appurtenances or sub-assets. An appurtenance is an asset or sub-asset that supports the function of the facility to which it is appurtenant. In most cases the classification of the appurtenance is determined by the classification of the facility to which the appurtenance belongs. The function of the appurtenance may not necessarily control its classification.

The classification of appurtenant assets generally follows the classification of the facility group served. These appurtenant assets include security, offices/housing, and utilities serving the facility group such as domestic water, wastewater, communications and solid waste disposal. Power distribution assets that provide power to a facility group (e.g. lower voltage power distribution lines) generally carry the classification of the facility group served, but do not include power generation or higher voltage transmission lines for export of power elsewhere, which remain classified as Power-Only. With limited exceptions for roads exclusively accessing Power-Only facilities, roads and bridges are classified as Joint because most roads serve multiple facilities or Joint facilities. Equipment and rolling stock are generally classified as Joint unless the asset has a specialized purpose serving the Power function. Capital costs and operating expenses related to Camp Mather are charged to Power in order to segregate these costs from the Wholesale Revenue Requirement.

ATTACHMENT R-2

SPECIAL CLASSIFICATION OF DISCRETE PROJECTS FOR 2018 WSA AMENDMENT PURPOSES

Asset	Asset Classification	Project	Project Classification[1]
Lower Cherry Aqueduct	Joint	Lower Cherry Aqueduct Project	Water[2]
Mountain Tunnel	Joint	Mountain Tunnel Interim Work	Water[3]
Mountain Tunnel	Joint	Mountain Tunnel Long Term Repairs	Water[3]
Mountain Tunnel	Joint	Mountain Tunnel Flow Control Facility (FCF) Project	Joint[5]
Kirkwood Penstock	Power	Kirkwood Penstock Project	Joint[4]
Moccasin Powerhouse Penstock	Power	Moccasin Penstock Project	Joint[4]
Moccasin Lower Dam	Water	Moccasin Dam Interim Repairs	Joint[5]
Moccasin Lower Dam	Water	Moccasin Dam Long-Term Improvements	Joint[5]

<u>These Project Classifications are Exceptions to the Fixed Asset Classifications in Attachment R-3</u>

Attachment R-3 lists major Hetch Hetchy Enterprise Existing System Assets and their agreed-upon classifications (Power, Joint or Water). The classification for all Existing System Assets is fixed and applies to all related expenditures, including capital, regulatory, operating and maintenance expenses, and whether the expenditure alters, rebuilds or replaces the asset, and any appurtenances.

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[1] Expires June 30, 2034
[2] Project capital costs may include costs incurred in FY 2013-14 and subsequent Fiscal Years until project is complete
[3] Project capital costs may include costs incurred in FY 2011-12 and subsequent Fiscal Years until project is complete
[4] Project capital costs may include costs incurred in FY 2009-10 and subsequent Fiscal Years until project is complete
[5] Project capital costs may include costs incurred in FY 2017-18 and subsequent Fiscal Years until project is complete

In 2018, the parties agreed to classify certain capital projects (but not the underlying asset classifications shown on Attachment R-3) for a select number of Hetch Hetchy Enterprise Existing System Assets. These projects are defined below. These project-related classification changes, shown on this Attachment R-2, are part of the 2018 amendments to the Agreement and are not precedential for any other asset-related capital cost or operating expense.

The capital costs for the projects defined below shall be allocated in accordance with the project classifications shown on this Attachment R-2 so long as the projects are approved by the SFPUC following necessary CEQA review. Once the project, as defined below, is complete and the Commission adopts a project administrative closeout resolution authorizing final payment to the contractor(s), the separate project classification expires and all subsequent capital costs and operating expenses related to the asset will follow the existing asset classification shown on Attachment R-3. The project classification exceptions will expire on June 30, 2034 and all future capital and operating costs and expenses will follow the asset classification, even if a project has not been completed by the SFPUC by that date.

Unless specified otherwise, the capital costs for each project specified below includes costs incurred by the SFPUC for the construction of the project using debt or revenue funding, along with all project-related planning costs, engineering costs, engineering services, costs to obtain project-related regulatory permits, fees for environmental consultants, mitigation costs, legal fees, and other costs that are required to construct and place the project in operation as a water conveyance or power generation facility, or to serve both functions. The allocation of project capital costs includes expenditures incurred in fiscal years prior to FY 2018-19 where noted.

Project Classification Descriptions[6]

1. **Lower Cherry Aqueduct Project** means repairs along the Lower Cherry Aqueduct system from and including the Cherry Creek Diversion Dam downstream to and including a connection to the pool behind Early Intake Dam, including expenditures incurred in FY 2013-14 and subsequent fiscal years until the project is complete.

2. **Mountain Tunnel Interim Work** means the investigations, interim repairs to the tunnel as well as improvements to access roads and adits for Adit 5/6 and Adit 8/9 already funded or included in the FY 2017-18 ten-year CIP, including expenditures incurred in FY 2011-12 and subsequent fiscal years until the project is complete.

3. **Mountain Tunnel Long Term Repairs** means repair or replacement of tunnel lining not performed as part of the Mountain Tunnel Interim Work, contact grouting of the entire tunnel lining, completion of hydraulic improvements, installation of steel lining in sections of the tunnel to accommodate increased pressure, extension of the siphon crossing under the South Fork of the Tuolumne River, an enlarged concrete portal and bulkhead at Early Intake, and roadway access improvements to tunnel entry points at the South Fork Tuolumne River crossing, Adit 8-9 and Adit 5-6. Project capital costs include costs incurred in FY 2011-12 and subsequent fiscal years until the project is complete.

[6] SFPUC and BAWSCA discussed and agreed to omit the following projects from this special project classification: 1) Early Intake Diversion Dam and Reservoir, 2) Moccasin Power Tunnel, and 3) Kirkwood Generator Bypass and Moccasin Generator #1 & 2 Bypasses. All capital costs and operating expenses related to these assets will follow the existing asset classification shown on Attachment R-3.

4. **Mountain Tunnel Flow Control Facility (FCF) Project** means construction of a FCF at the downstream end of Mountain Tunnel to reduce lining damage by eliminating the daily cycling between open channel and pressurized flow conditions inside the tunnel, and to allow access to the tunnel when the elevation of the water surface in Priest Reservoir is higher than the elevation of Priest Portal. The project consists of constructing a bypass tunnel, a FCF access shaft and related appurtenances, installing flow control valves and associated mechanical, electrical, and instrumentation as well as construction of a new Mountain Tunnel adit at Priest Reservoir, and a new access road to the FCF. The bypass will be fully steel lined to accommodate higher operating pressures, and a concrete plug will be constructed at the upstream end where water is diverted into the FCF. Project capital costs include costs incurred in FY 2017-18 and subsequent fiscal years until the project is complete.

5. **Kirkwood Penstock Project** means repair, rehabilitation or replacement of the penstock between the Canyon Portal Valve House and the outside of the northern wall of the Kirkwood Powerhouse. The Joint classification for this project would exclude valves, electronic controls and other appurtenances needed for power operations but not for delivery of water to the Bay Area. Project capital costs include costs incurred in FY 2009-10 and subsequent fiscal years until the project is complete.

6. **Moccasin Dam Interim Repairs** means repairs and improvements related to damage caused by the March 22, 2018 storm with the goal of returning the reservoir to service at a restricted water pool elevation. The interim measures include repairs and improvements to the Moccasin Creek Diversion Dam and Bypass, Moccasin Reservoir, access and automation improvements at Gate No. 3 Tower, the Lower Moccasin Dam Auxiliary Spillway, and the downstream channel of Moccasin Creek. Project capital costs include costs incurred in FY 2017-18 and subsequent fiscal years until the project is complete.

7. **Moccasin Dam Long-Term Improvements** means upgrading the Moccasin Reservoir facilities to meet long-term operational and dam safety needs, including the Lower Moccasin Dam, Moccasin Creek Diversion Dam, spillways, outlet works, and other appurtenant facilities, excluding the Moccasin Low Head Hydropower Plant and appurtenances. The work consists of repairs and upgrades to restore the capability to accommodate changes in flow associated with water delivery and power generation, provide hydraulic control for delivery of water to the Bay Area, permit the discharge of excess water downstream to Don Pedro Reservoir, and satisfy State regulatory requirements and guidelines. The Joint classification for this project would include all work, regardless of whether or not specific elements are required by the State of California. Project capital costs include costs incurred in FY 2017-18 and subsequent fiscal years until project is complete.

8. **Moccasin Penstock Project** means the repair, rehabilitation or replacement of the Moccasin Penstocks to ensure reliable water delivery to the Bay Area and support power generation at Moccasin Powerhouse. Project facilities would extend from the western end of the Moccasin Power Tunnel to the eastern wall of the Moccasin Powerhouse. The Joint classification for this project would exclude valves, electronic controls and other appurtenances needed for power operations but not for delivery of water to the Bay Area. Project capital costs include costs incurred in FY 2009-10 and subsequent fiscal years until the project is complete.

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
1	CPSCADA	Canyon Tunnel	CANYON PORTAL SCADA RTU (FUT.)	Joint	1
2	OSHCANTNL	Canyon Tunnel	OSHAUGHNESSY CANYON POWER TUNNEL	Joint	2
3	CV	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY DAMS AND BUILDINGS	Joint	3
4	CVBLDGS	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY BUILDINGS	Joint	4
5	CVFUEL	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY FUELING STATION	Joint	5
6	CVPS	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY PUMP STATION	Power	6
7	ELBAT	Cherry and Eleanor Dams/Compounds	ELEANOR BATTERY BANK	Joint	7
8	ELCOT	Cherry and Eleanor Dams/Compounds	COTTAGE, LAKE ELEANOR	Joint	8
9	ELDORM	Cherry and Eleanor Dams/Compounds	DORM, COOKHOUSE, GARAGE LAKE ELEANOR	Joint	9
10	ELDWSCT	Cherry and Eleanor Dams/Compounds	LAKE ELEANOR WATER TANK	Joint	10
11	ELEANOR	Cherry and Eleanor Dams/Compounds	LAKE ELEANOR EQUIPMENT	Joint	11
12	ELWHSE	Cherry and Eleanor Dams/Compounds	WAREHOUSE, LAKE ELEANOR	Joint	12
13	CVPSPRORLY	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY PUMP STATION PROTECTIVE RELAYS	Power	13
14	CVDM	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY DAM	Joint	14
15	CVDWS	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY DOMESTIC WATER SYSTEM	Joint	15
16	CVVH	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY VALVE HOUSE	Joint	16
17	ELNCHRTNL	Cherry and Eleanor Dams/Compounds	ELEANOR - CHERRY TUNNEL	Joint	17
18	ELNRDM	Cherry and Eleanor Dams/Compounds	ELEANOR DAM	Joint	18
19	ICP	Early Intake Dam and Reservoir	INTAKE CAMP EQUIPMENT AND GROUNDS	Joint	19
20	ICPCT	Early Intake Dam and Reservoir	INTAKE CAMP COTTAGES	Joint	20
21	ICPFUEL	Early Intake Dam and Reservoir	INTAKE CAMP FUELING SYSTEM	Joint	21
22	~~ICPLINERIGSH~~	~~Early Intake Dam and Reservoir~~	~~INTAKE CAMP LINEMENS RIGGING SHED BUILDING~~	~~NA~~	22
23	~~ICPMAIL~~	~~This row not included by SFPUC~~	~~INTAKE MAIL SHACK~~	~~NA~~	23
24	ICPSAND	Early Intake Dam and Reservoir	INTAKE CAMP SAND STORAGE BUILDING	Joint	24
25	ICPSEW	Early Intake Dam and Reservoir	INTAKE CAMP SEWAGE SYSTEM	Joint	25
26	ICPTV	Early Intake Dam and Reservoir	INTAKE CAMP TV SYSTEM	Joint	26
27	ICPWSTN	Early Intake Dam and Reservoir	INTAKE WEATHER STATION	Joint	27
28	IWSSCADA	Early Intake Dam and Reservoir	INTAKE DOMESTIC WATER SYS RTU	Joint	28
29	ICPEL	Early Intake Dam and Reservoir	INTAKE CAMP ELECTRICAL SYSTEM	Joint	29
30	ICPDWSBFP	Early Intake Dam and Reservoir	INTAKE DOMESTIC WATER BACK FLOW PREVENTERS, ICP	Joint	30
31	ICPPOOL	Early Intake Dam and Reservoir	INTAKE CAMP SWIMMING POOL	Joint	31
32	ICPWTS	Early Intake Dam and Reservoir	INTAKE CAMP WATER SYSTEM	Joint	32
33	ICPDM	Early Intake Dam and Reservoir	INTAKE CAMP DAM	Joint	33
34	INTRES	Early Intake Dam and Reservoir	INTAKE RESERVOIR	Joint	34
35	GPL	Holm Powerhouse	22.9KV-GRANITE PORTAL LINE	Power	35
36	H1	Holm Powerhouse	HOLM UNIT #1	Power	36
37	H1PRORLY	Holm Powerhouse	HPH UNIT #1 PROTECTIVE RELAYS	Power	37
38	H2	Holm Powerhouse	HOLM UNIT #2	Power	38
39	H2PRORLY	Holm Powerhouse	HPH UNIT #2 PROTECTIVE RELAYS	Power	39
40	HAX	Holm Powerhouse	HPH EXCITERS, GOVERNORS, TAIL RACE AND OTHER	Power	40
41	HL2TTGE	Holm Powerhouse	HPH LINE #2 TRANSFER TRIP GE	Power	41
42	HPH	Holm Powerhouse	HOLM POWERHOUSE	Power	42
43	HPHBATTERY	Holm Powerhouse	HPH BATTERY SYSTEM	Power	43
44	HPHPEN	Holm Powerhouse	HOLM POWERHOUSE PENSTOCK	Power	44
45	HPHPRORLYTMP	Holm Powerhouse	TEMP HOLING SPOT FOR PRO RLYS	Power	45
46	HPHRF#1	Holm Powerhouse	HOLM POWERHOUSE ROOF FAN #1	Power	46
47	HPHRF#2	Holm Powerhouse	HOLM POWERHOUSE ROOF FAN #2	Power	47
48	HPHWW	Holm Powerhouse	HPH TSOV, SLIDE GATES AT TAILRACE, ETC	Power	48
49	HPRORLY	Holm Powerhouse	HPH PROTECTIVE RELAYS	Power	49
50	HSPARES	Holm Powerhouse	ALL HOLM POWERHOUSE SPARES	Power	50
51	HVH	Holm Powerhouse	HOLM VALVE HOUSE	Power	51

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
52	CVPWRTNL	Holm Powerhouse	CHERRY POWER TUNNEL	Power	52
53	GPSCADA	Holm Powerhouse	GRANITE PORTAL SCADA RTU (FUT.)	Power	53
54	H1ASCADA	Holm Powerhouse	HPH UNIT 1 ANNUNCIATOR RTU	Power	54
55	H2ASCADA	Holm Powerhouse	HPH UNIT 2 ANNUNCIATOR RTU	Power	55
56	HPHSCADA	Holm Powerhouse	HOLM POWERHOUSE SCADA RTU	Power	56
57	HPHVMS	Holm Powerhouse	HPH VIBRATION MONITORING SYSTEM	Power	57
58	KPH2SCADA	Kirkwood Powerhouse	KPH PENSTOCK MONITORING SYS RTU	Power	58
59	KPH	Kirkwood Powerhouse	KIRKWOOD POWERHOUSE	Power	59
60	KPHB	Kirkwood Powerhouse	KPH BATHROOM	Power	60
61	KPHOFFICE	Kirkwood Powerhouse	KPH OPERATOR OFFICE	Power	61
62	KVH	Kirkwood Powerhouse	KIRKWOOD VALVE HOUSE	Joint	62
63	K1	Kirkwood Powerhouse	KIRKWOOD UNIT #1	Power	63
64	K1PRORLY	Kirkwood Powerhouse	KPH UNIT #1 PROTECTIVE RELAYS	Power	64
65	K2	Kirkwood Powerhouse	KIRKWOOD UNIT #2	Power	65
66	K2PRORLY	Kirkwood Powerhouse	KPH UNIT #2 PROTECTIVE RELAYS	Power	66
67	K3	Kirkwood Powerhouse	KIRKWOOD UNIT #3	Power	67
68	K3PRORLY	Kirkwood Powerhouse	KPH UNIT #3 PROTECTIVE RELAYS	Power	68
69	KAX	Kirkwood Powerhouse	KPH EXCITERS, GOVERNORS, TAIL RACE AND OTHER	Power	69
70	KAXBKR5211	Kirkwood Powerhouse	KPH BREAKER LOCATION 52-11 MATHER / ICP LINE	Power	70
71	KAXBKR5212	Kirkwood Powerhouse	KPH BREAKER LOCATION 52-12 CANYON PORTAL LINE	Power	71
72	KAXBKR5221	Kirkwood Powerhouse	KPH BREAKER LOCATION 52-21 MATHER / ICP LINE	Power	72
73	KAXBKR5222	Kirkwood Powerhouse	KPH BREAKER LOCATION 52-22 MATHER 22KV LINE	Power	73
74	KAXBKR52S1	Kirkwood Powerhouse	KPH1 BREAKER LOCATION 52-S1 STATION SERVICE	Power	74
75	KAXBKR52S2	Kirkwood Powerhouse	KPH2 BREAKER LOCATION 52-S2 STATION SERVICE	Power	75
76	KAXBKR52S3	Kirkwood Powerhouse	KPH3 BREAKER LOCATION 52-S3 STATION SERVICE	Power	76
77	KAXBKRBT	Kirkwood Powerhouse	KPH BREAKER LOCATION 52-BUS TIE	Power	77
78	KAXBKRBT23	Kirkwood Powerhouse	KPH BREAKER LOCATION 23-BUS TIE	Power	78
79	KAXBKRBT32	Kirkwood Powerhouse	KPH BREAKER LOCATION 32-BUS TIE	Power	79
80	KAXBKRSS1	Kirkwood Powerhouse	KPH1 BREAKER LOCATION 52-SS1 STATION SERVICE	Power	80
81	KAXBKRSS2	Kirkwood Powerhouse	KPH2 BREAKER LOCATION 52-SS2 STATION SERVICE	Power	81
82	KAXBKRSS3	Kirkwood Powerhouse	KPH3 BREAKER LOCATION 52-SS3 STATION SERVICE	Power	82
83	KAXBREAKERS	Kirkwood Powerhouse	KIRKWOOD POWERHOUSE BREAKERS	Power	83
84	KPHBATTERY	Kirkwood Powerhouse	KPH BATTERY SYSTEM	Power	84
85	KPHDCV	Kirkwood Powerhouse	KPH DELUGE CONTROL VALVE	Power	85
86	KPHGENBRK	Kirkwood Powerhouse	KPH SPARE GENERATOR BREAKER	Power	86
87	KPHOILFLT	Kirkwood Powerhouse	KPH PORTABLE XFMR OIL FILTER	Power	87
88	KPHPEN	Kirkwood Powerhouse	KIRKWOOD POWERHOUSE PENSTOCK	Power	88
89	KPHRF	Kirkwood Powerhouse	KPH RECIRCULATING FAN	Power	89
90	KPRORLY	Kirkwood Powerhouse	KPH PROTECTIVE RELAYS	Power	90
91	KSPARES	Kirkwood Powerhouse	ALL KIRKWOOD POWERHOUSE SPARES	Power	91
92	KPHAXWPV	Kirkwood Powerhouse	KPH AUX WHEEL PIT VENT	Power	92
93	KPHBYPSYS	Kirkwood Powerhouse	KPH GENERATOR BYPASS	Power	93
94	KPHWW	Kirkwood Powerhouse	KPH TSOV, SLIDE GATES AT TAILRACE, ETC	Power	94
95	K1ASCADA	Kirkwood Powerhouse	KPH UNIT 1 ANNUNCIATOR RTU	Power	95
96	K2ASCADA	Kirkwood Powerhouse	KPH UNIT 2 ANNUNCIATOR RTU	Power	96
97	KPH1SCADA	Kirkwood Powerhouse	KPH SCADA RTU	Power	97
98	VIBMONSYS	Kirkwood Powerhouse	ALL VIBRATION MONITORING SYSTEMS & EQUIPMENT	Power	98
99	KPHVMS	Kirkwood Powerhouse	KPH VIBRATION MONITORING SYSTEM	Power	99
100	KPHTRBMTR	Kirkwood Powerhouse	KPH TURBIDIMETER	Water	100
102	RAKERLANDS	Support Systems, Utilities and Other	RAKER ACT LANDS & US LAND APPLICATIONS	Joint	102
103	SJLANDS	Support Systems, Utilities and Other	SAN JOAQUIN COUNTY LANDS	Joint	103

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
104	STANISLANDS	Support Systems, Utilities and Other	STANISLAUS COUNTY LANDS	Joint	104
105	TUOLUMNELAN	Support Systems, Utilities and Other	TUOLUMNE & MARIPOSA COUNTY LANDS	Joint	105
106	CC	Lower Cherry Creek Aqueduct	CHERRY CREEK EQUIPMENT AND BUILDING	Joint	106
107	CCAQ	Lower Cherry Creek Aqueduct	CHERRY CREEK AQUEDUCT	Joint	107
108	CCDDM	Lower Cherry Creek Aqueduct	CHERRY CREEK DIVERSION DAM	Joint	108
109	CHDIVTUN	Lower Cherry Creek Aqueduct	CHERRY DIVERSION TUNNEL	Joint	109
110	CVDIVCANAL	Lower Cherry Creek Aqueduct	CHERRY TO INTAKE DIVERSION CANAL	Joint	110
118	MLSSCADA	Moccasin Administrative Compound	MOCCASIN LIFT STATION RTU	Joint	118
119	MPHWS	Moccasin Administrative Compound	MOCCASIN WEATHER STATION	Joint	119
120	MWSSCADA	Moccasin Administrative Compound	MOCCASIN DOMESTIC WATER SYS RTU	Joint	120
121	EQP-HH	Moccasin Administrative Compound	NON-AUTOMOTIVE EQUIPMENT	Joint	121
122	ETESTEQUIP	Moccasin Administrative Compound	ELECTRONIC TEST EQUIPMENT	Joint	122
126	MCPARC	Moccasin Administrative Compound	MOCCASIN ARCHIVES / RECORDS OFFICE	Joint	126
127	MCPBH	Moccasin Administrative Compound	MOCCASIN BUNKHOUSE	Joint	127
128	MCPBLPRK	Moccasin Administrative Compound	MOCCASIN CAMP BALL PARK	Joint	128
129	MCPCARP	Moccasin Administrative Compound	MOCCASIN CARPENTER SHOP BUILDING	Joint	129
130	MCPCARPORT	Moccasin Administrative Compound	SHOP AREA CAR PORTS	Joint	130
131	MCPCH	Moccasin Administrative Compound	MOCCASIN CLUBHOUSE/ADMIN. BLDG.	Joint	131
132	MCPCM	Moccasin Administrative Compound	MOCCASIN CONSTRUCTION MANAGEMENT OFFICES, MOCCASIN	Joint	132
133	MCPCOT10	Moccasin Administrative Compound	COTTAGE 10	Joint	133
134	MCPCOT13	Moccasin Administrative Compound	CMB SURVEY ADMINISTRATIVE OFFICE	Joint	134
135	MCPCOT14	Moccasin Administrative Compound	ITS ADMINISTRATIVE OFFICE	Joint	135
136	MCPCOT15	Moccasin Administrative Compound	GUEST COTTAGE 15	Joint	136
137	MCPCOT16	Moccasin Administrative Compound	MOCCASIN FINANCE OFFICE	Joint	137
138	MCPCOT17	Moccasin Administrative Compound	TRAINING OFFICE	Joint	138
139	MCPCOT18	Moccasin Administrative Compound	EXERCISE BUILDING	Joint	139
140	MCPCOT36	Moccasin Administrative Compound	WATERSHED ADMINISTRATIVE OFFICE	Joint	140
141	MCPCOT41	Moccasin Administrative Compound	GUEST COTTAGE 41	Joint	141
142	MCPCRDBRD	Moccasin Administrative Compound	MCP CARDBOARD COMPACTOR	Joint	142
143	MCPCT	Moccasin Administrative Compound	MOCCASIN CAMP COTTAGES	Joint	143
144	MCPELEC	Moccasin Administrative Compound	MOCCASIN CAMP ELECTRIC SHOP	Joint	144
145	MCPENG	Moccasin Administrative Compound	MOCCASIN ENGINEERING OFFICE	Joint	145
146	MCPFIREGAR	Moccasin Administrative Compound	MOCCASIN FIRE TRUCK GARAGE	Joint	146
147	MCPFLDOFF	Moccasin Administrative Compound	MOCCASIN FIELD OFFICE BUILDING	Joint	147
148	MCPFUEL	Moccasin Administrative Compound	MOCCASIN CAMP FUELING STATION	Joint	148
149	MCPGARD	Moccasin Administrative Compound	MOCCASIN GARDENERS SHOP	Joint	149
150	MCPGREENHS	Moccasin Administrative Compound	MOCCASIN GREENHOUSE	Joint	150
151	MCPLINE	Moccasin Administrative Compound	MOCCASIN POWER LINE SHOP BUILDING	Power	151
152	MCPMACHSP	Moccasin Administrative Compound	MOCCASIN MACHINE AND AUTO SHOP BLDG	Joint	152
153	MCPMERC	Moccasin Administrative Compound	MOCCASIN EMERGENCY RESPONSE CENTER	Joint	153
154	MCPMNTFAC	Moccasin Administrative Compound	MOCCASIN MAINTENANCE FACILITY	Joint	154
156	MCPOMPH	Moccasin Administrative Compound	MOCC CAMP OLD MOCCASIN POWERHOUSE: Long term storage	Joint	156
157	MCPPAINTSP	Moccasin Administrative Compound	MOCCASIN CAMP PAINT SHOP	Joint	157
158	~~MCPPLAN~~	Moccasin Administrative Compound	PLANNING AND SCHEDULING BUILDING	Joint	158
159	MCPPLUMB	Moccasin Administrative Compound	MOCCASIN PLUMBERS SHOP	Joint	159
160	MCPPOOL	Moccasin Administrative Compound	MOCCASIN CAMP SWIMMING POOL	Joint	160
161	MCPRECFAL	Moccasin Administrative Compound	MOCCASIN RECREATIONAL FACILITY	Joint	161
162	MCPSAWMIL	Moccasin Administrative Compound	MOCCASIN SAWMILL FACILITY	Joint	162
163	MCPSCADATRLR	Moccasin Administrative Compound	MOCCASIN SCADA TRAILER, MOCCASIN	Joint	163
164	MCPSCHOOL	Moccasin Administrative Compound	MOCCASIN SCHOOL BUILDING	Joint	164
165	MCPSEWLIFT1	Moccasin Administrative Compound	MOCCASIN CAMP SEWAGE LIFT STATION 1	Joint	165

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
166	MCPSEWSYS	Moccasin Administrative Compound	MOCCASIN CAMP SEWAGE SYSTEM	Joint	166
167	MCPTECH	Moccasin Administrative Compound	MOCCASIN CAMP TECH SHOP	Joint	167
168	MCPTGSTMPFAC	Moccasin Administrative Compound	MOCCASIN TEMPORARY GUEST ACCOMMODATIONS	Joint	168
169	MCPTOOLRM	Moccasin Administrative Compound	MOCCASIN TOOL ROOM BUILDING	Joint	169
170	MCPUEB	Moccasin Administrative Compound	MOCCASIN Bldg 57	Joint	170
171	MCPWHSE	Moccasin Administrative Compound	MOCCASIN WAREHOUSE & SHOPS BLDG	Joint	171
173	MCPSL	Moccasin Administrative Compound	MOCCASIN CAMP STREET LIGHTS	Joint	173
174	MCPDWS	Moccasin Administrative Compound	MOCCASIN DOMESTIC WATER SYSTEM	Joint	174
175	MCPDWSBFP	Moccasin Administrative Compound	MOCCASIN DOMESTIC WATER SYSTEM BACK FLOW PREVENTER	Joint	175
176	ELECTDVCS	Moccasin Administrative Compound	SMALL ELECTRONIC DEVICES AND EQUIPMENT, MOCCASIN	Joint	176
177	MCPWQ2	Moccasin Administrative Compound	MCP WATER QUALITY BUILDING 2	Water	177
178	MCPWQLABS	Moccasin Administrative Compound	MCP WATER QUALITY LABS	Water	178
179	MPFLOSCADA	Moccasin Powerhouse	MPH PENSTOCK FLOW MTRING SCADA RTU	Power	179
180	MPH	Moccasin Powerhouse	MOCCASIN POWERHOUSE	Power	180
181	MPHAUXCMP	Moccasin Powerhouse	MPH AUX. AIR COMPRESSOR	Power	181
182	MPHCR	Moccasin Powerhouse	MPH MAIN CONTROL ROOM	Joint	182
183	MPHHWT	Moccasin Powerhouse	MOCCASIN POWERHOUSE HOT WATER TANK	Joint	183
184	MPHOILROOM	Moccasin Powerhouse	MPH OIL TREATMENT ROOM	Power	184
185	MPHSTOR	Moccasin Powerhouse	MOCCASIN PH STORAGE BUILDING	Power	185
186	M1	Moccasin Powerhouse	MOCCASIN UNIT #1	Power	186
187	M1PRORLY	Moccasin Powerhouse	MPH UNIT #1 PROTECTIVE RELAYS	Power	187
188	M2	Moccasin Powerhouse	MOCCASIN UNIT #2	Power	188
189	M2PRORLY	Moccasin Powerhouse	MPH UNIT #2 PROTECTIVE RELAYS	Power	189
190	MAX	Moccasin Powerhouse	MPH EXCITERS, GOVERNORS, TAIL RACE AND OTHER	Power	190
191	MAX52BT	Moccasin Powerhouse	52-BT BUS TIE CIRCUIT BREAKER LOCATION	Power	191
192	MAXBRK	Moccasin Powerhouse	MOCCASIN POWERHOUSE CIRCUIT BREAKERS	Power	192
193	MAXBRKSS1	Moccasin Powerhouse	52-SS1 STATION SERVICE CIRCUIT BREAKER LOCATION	Power	193
194	MAXBRKSS2	Moccasin Powerhouse	VILLAGE XFMR 52-SS2 STATION SERVICE LOCATION	Power	194
195	MBRK52S1	Moccasin Powerhouse	52-S1 CIRCUIT BREAKER LOCATION	Power	195
196	MBRK52S2	Moccasin Powerhouse	52-S2 CIRCUIT BREAKER LOCATION	Power	196
197	MPHBATTERY	Moccasin Powerhouse	MPH BATTERY SYSTEM	Power	197
198	MPHDELVAL	Moccasin Powerhouse	MPH DELUGE VALVE SYSTEM	Power	198
199	MPHMCB	Moccasin Powerhouse	MPH MAIN CONTROL BOARD	Power	199
200	MPHPEN	Moccasin Powerhouse	MOCCASIN POWERHOUSE PENSTOCK	Power	200
201	MPRORLY	Moccasin Powerhouse	MPH PROTECTIVE RELAYS	Power	201
202	MSPARES	Moccasin Powerhouse	ALL MPH SPARE EQUIPMENT	Power	202
203	MSY	Moccasin Powerhouse	MOCCASIN SWITCHYARD	Power	203
204	MSYLIGHTS	Moccasin Powerhouse	MSY MERCURY VAPOR LIGHTS	Power	204
205	PWRSCHED	Moccasin Powerhouse	MPH POWER SCHEDULING COMPUTERS	Power	205
206	MOCCPWTUS	Moccasin Powerhouse	MOCCASIN POWER TUNNEL SURGE SHAFT	Power	206
207	MPHBYPSYS1	Moccasin Powerhouse	MPH GENERATOR BYPASS #1	Power	207
208	MPHBYPSYS2	Moccasin Powerhouse	MPH GENERATOR BYPASS #2	Power	208
209	MPHWW	Moccasin Powerhouse	MPH TSOV, SLIDE GATES AT TAILRACE, ETC	Power	209
210	BNVMSCPU	Moccasin Powerhouse	BENTLY-NEVADA VIBRATION MONITORING SYS CENTRAL PRO	Power	210
211	MPHSCADA	Moccasin Powerhouse	MOCCASIN POWERHOUSE SCADA RTU	Power	211
212	PMBSCADA	Moccasin Powerhouse	PG&E MAIL BOX SCADA RTU	Power	212
213	MLHSCADA	Moccasin Administrative Compound	MOCCASIN LOW-HEAD PWR STA SCADA RTU	Power	213
214	MLHVMS	Moccasin Administrative Compound	MOCC. LOWHEAD VIBRATION MONITORING SYSTEM	Power	214
215	MPHVMS	Moccasin Administrative Compound	MPH VIBRATION MONITORING SYSTEM	Power	215
216	MLH	Moccasin Administrative Compound	MOCCASIN LOW HEAD POWER PLANT	Power	216
217	MLHPEN	Moccasin Administrative Compound	MOCCASIN LOWHEAD PENSTOCK	Power	217

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
218	M3	Moccasin Administrative Compound	MOCCASIN LOWHEAD UNIT	Power	218
219	MLHBATTERY	Moccasin Administrative Compound	MOCCASIN LOW-HEAD BATTERY SYS	Power	219
220	MLHMCB	Moccasin Administrative Compound	MOCC LOWHEAD MAIN CONTROL BOARD	Power	220
221	MLHPRORLY	Moccasin Administrative Compound	MLH PROTECTIVE RELAYS	Power	221
222	MLHTS	Moccasin Administrative Compound	MOCCASIN LOW HEAD TELEPHONE SYSTEM	Power	222
223	MPHRESBYP	Moccasin Administrative Compound	MOCCASIN RESERVOIR BYPASS	Water	223
224	MLHPRGCTRL	Moccasin Administrative Compound	MLH PROGRAMABLE CONTROLLER	Power	224
225	MCPFHDWM	Moccasin Administrative Compound	DOMESTIC WATER METERS / HATCHERY	Joint	225
226	MCPBR	Moccasin Administrative Compound	MCP TIMBER BRIDGE / TRASH RACK	Water	226
227	MCPCANAL	Moccasin Administrative Compound	MOCCASIN CANAL	Water	227
228	MCPRES	Moccasin Administrative Compound	MOCCASIN CAMP RESERVOIR	Water	228
229	MOCCLDM	Moccasin Administrative Compound	MOCCASIN LOWER DAM, MOCCASIN	Water	229
230	MOCCUDM	Moccasin Administrative Compound	MOCCASIN CREEK UPPER DIVERSION DAM , MOCCASIN	Water	230
231	MG3SCADA	~~Moccasin Administrative Compound~~	~~MOCCASIN GATE NO. 3 RTU~~	~~NA~~	231
232	FTHTNLJACPU	Moccasin Administrative Compound	MOCCASIN RESERVOIR TURBIDITY SUPPLY JACK PUMP SITE	Water	232
233	KBP	Mountain Tunnel	KIRKWOOD/INTAKE BYPASS SYSTEM	Joint	233
234	MTNTNLDIV	Mountain Tunnel	MOUNTAIN TUNNEL AND ADITS	Joint	234
235	SF	Mountain Tunnel	SOUTH FORK EQUIPMENT & BUILDINGS	Joint	235
236	SFFUEL	Mountain Tunnel	SOUTH FORK FUELING STATION	Joint	236
237	SFOFF	Mountain Tunnel	SOUTH FORK OFFICE BUILDING	Joint	237
238	MT1-2AD	Mountain Tunnel	MTN TNL DIV 1-2 TUNNEL ACCESS	Joint	238
239	MT3-4AD	Mountain Tunnel	MTN TNL DIV 3-4 TUNNEL ACCESS	Joint	239
240	MT5-6AD	Mountain Tunnel	MTN TNL DIV 5-6 TUNNEL ACCESS	Joint	240
241	MT8-9AD	Mountain Tunnel	MTN TNL DIV 8-9 TUNNEL ACCESS	Joint	241
242	MTBIGCRSH	Mountain Tunnel	MTN TNL DIV BIG CREEK SHAFT,	Joint	242
243	MTDSFC	Mountain Tunnel	SOUTH FORK CROSSING	Joint	243
244	MTEIAD	Mountain Tunnel	MTN TNL DIV ACCESS AT EARLY INTAKE	Joint	244
TBD		Mountain Tunnel	Flow Control Facility	Joint	TBD
245	MTPROUT	Mountain Tunnel	Mountain Tunnel Priest Outlet	Joint	245
246	MTSECGROT	Mountain Tunnel	MTN TNL DIV SECOND GARROTE SHAFT,	Joint	246
247	SFDWS	Mountain Tunnel	SOUTH FORK DOMESTIC WATER SYSTEM	Joint	247
248	OSHSCADA	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DAM RTU	Joint	248
249	OSHSG	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY STREAM GAUGE	Joint	249
250	OSHWSTN	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY WEATHER STATION	Joint	250
251	OSH	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DAM AND AREA BLDGS.	Joint	251
252	OSHCT	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY COTTAGES	Joint	252
253	OSHEL	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY CAMP ELECTRICAL	Joint	253
254	OSHEQP	O'Shaughnessy Dam and Reservoir/Compou	ALL OSHAUGHNESSY EQUIPMENT	Joint	254
255	OSHDIVTNL	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DIVERSION TUNNEL	Joint	255
256	OSHDM	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DAM	Joint	256
257	OSHDMWELLAU	O'Shaughnessy Dam and Reservoir/Compou	OSH DOMESTIC WELL AUXILIARY BUILDING	Joint	257
258	OSHDWS	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DAM DOMESTIC WTR SYS	Joint	258
259	OSHDWSBFP	O'Shaughnessy Dam and Reservoir/Compou	OSH DOMESTIC WATER BACK FLOW PREVENTERS, OSH	Joint	259
260	OSHDWW	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DOMESTIC WATER WELL SYSTEM, OSH	Joint	260
261	OSHFUEL	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY FUELING STATION	Joint	261
262	OSHG1	O'Shaughnessy Dam and Reservoir/Compou	OSH DAM GALLERY #1	Joint	262
263	OSHG2	O'Shaughnessy Dam and Reservoir/Compou	OSH DAM GALLERY #2	Joint	263
264	OSHGAR5	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY GARAGE #5	Joint	264
265	OSHGAR7	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY GARAGE #7	Joint	265
266	~~OSHRCKSCRN~~	~~O'Shaughnessy Dam and Reservoir/Compou~~	~~ROCK SCREENING PLANT~~	~~NA~~	266
267	OSHSEWSYS	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY SEWAGE SYSTEM	Joint	267

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268	OSHSTORE3	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY STORE HOUSE 3	Joint	268
269	OSHSTORE6A	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY STORE HOUSE 6-A	Joint	269
270	OSHWDSHD3A	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY WOODSHED 3-A	Joint	270
271	OSHWH12	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY WAREHOUSE #12	Joint	271
272	OSHWLHSE	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY WELL HOUSE	Joint	272
273	OSHWTRSHED	~~O'Shaughnessy Dam and Reservoir/Compou~~	~~HETCH HETCHY RESERVOIR WATERSHED water quality activities~~	~~NA~~	273
274	OWQSCADA	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY WATER QUALITY RTU	Water	274
275	OLDOAKYD	Facilities West of Moccasin Gate Tower	120/240V-OLD OAKDALE YARD LINE	Joint	275
276	OAKCT	Facilities West of Moccasin Gate Tower	OAKDALE EMPLOYEE COTTAGE	Joint	276
277	OAKDALE	Facilities West of Moccasin Gate Tower	OLD OAKDALE YARD	Joint	277
278	OAKGAR	Facilities West of Moccasin Gate Tower	OAKDALE GARAGE	Joint	278
279	OAKLINE	Facilities West of Moccasin Gate Tower	OAKDALE LINE SHOP BUILDING	Joint	279
280	OAKOFFICE	Facilities West of Moccasin Gate Tower	OAKDALE OFFICE BUILDING	Joint	280
281	OAKWHSE	Facilities West of Moccasin Gate Tower	OAKDALE WAREHOUSE BUILDING	Joint	281
282	CPL	Support Systems, Utilities and Other	2.4KV-CANYON PORTAL LINE	Joint	282
283	CRL	Support Systems, Utilities and Other	22.9KV-CHERRY RIDGE LINE	Joint	283
284	CRLC	Support Systems, Utilities and Other	22.9KV-CHERRY COMP TO RISER AC~~C~~ROSS DAM LINE	Joint	284
285	CRLCH	Support Systems, Utilities and Other	22.9KV-CHERRY COMPOUND LINE	Joint	285
286	HL	Support Systems, Utilities and Other	22.9KV-HOLM LINE	Joint	286
287	ICL	Support Systems, Utilities and Other	22.9KV-INTAKE CAMP LINE	Joint	287
288	~~INTCMP~~	~~Support Systems, Utilities and Other~~	~~(OLD) INTAKE CAMP LINE~~	~~NA~~	288
289	INT-OSH	Support Systems, Utilities and Other	22.9KV-INTAKE TO OSH LINE	Joint	289
290	IRL	Support Systems, Utilities and Other	22.9KV-INTAKE RADIO SITE LINE	Joint	290
291	~~KRT~~	~~Support Systems, Utilities and Other~~	~~(OLD) KPH TO RIDGE LINE TIE LINE~~	~~NA~~	291
292	MATA	~~Support Systems, Utilities and Other~~	~~MATHER "A" LINE~~	~~Power~~	292
293	MATB	~~Support Systems, Utilities and Other~~	~~2.4KV-MATHER "B" LINE~~	~~Power~~	293
294	MCPA	Support Systems, Utilities and Other	2.4KV-MOCCASIN CAMP "A" LINE	Joint	294
295	MCPB	Support Systems, Utilities and Other	2.4KV-MOCCASIN CAMP "B" LINE	Joint	295
296	MPL	Support Systems, Utilities and Other	2.4KV-MOCCASIN PEAK LINE	Joint	296
297	OAKPORT	Support Systems, Utilities and Other	120/240V-OAKDALE PORTAL LINE	Water	297
298	POLES	Support Systems, Utilities and Other	DISTRIBUTION POLE LINES	Joint	298
299	PRL	Support Systems, Utilities and Other	2.4KV-PRIEST RESERVOIR LINE	Joint	299
300	PRLN	Support Systems, Utilities and Other	PRIEST RESERVOIR COMM/SIGNAL LINE	Joint	300
301	~~RLT~~	~~Support Systems, Utilities and Other~~	~~(OLD) RIDGE LINE TIE LINE~~	~~NA~~	301
302	RRLINE	Support Systems, Utilities and Other	120/240V-ROCK RIVER LINE	Water	302
303	SJVHLN	Support Systems, Utilities and Other	120/240V-SAN JOAQUIN VALVE HOUSE LINE	Water	303
304	MAXBRKVT1	Support Systems, Utilities and Other	VILLAGE XFMR 1, CIRCUIT BREAKER, MPH1 LOCATION	Joint	304
305	MAXBRKVT2	Support Systems, Utilities and Other	VILLAGE XFMR 2 CIRCUIT BREAKER LOCATION	Joint	305
306	TESLP	Support Systems, Utilities and Other	12KV-TESLA PORTAL LINE	Water	306
307	INTHSFPWLACV	Support Systems, Utilities and Other	TOP INTAKE HILL/ SOUTH FORK RIVER TOWER LINE ROADS	Joint	307
308	ISYL	Support Systems, Utilities and Other	22.9KV-INTAKE SWITCHYARD LINE	Power	308
309	ISYOILFLT	Support Systems, Utilities and Other	TRAILER MOUNTED OIL FILTER	Power	309
310	ISYPLCCOMM	Support Systems, Utilities and Other	ISY POWER LINE CARRIER EQUIP	Power	310
312	ISY	Support Systems, Utilities and Other	INTAKE SWITCHYARD	Power	312
313	ISYB	Support Systems, Utilities and Other	ISY BOGUE UNIT	Power	313
314	ISYBUSTIE	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. BUS TIE	Power	314
315	ISYCRB	Support Systems, Utilities and Other	INTAKE SWITCHYARD CONTROL ROOM/BUILDING	Power	315
316	ISYLIGHTS	Support Systems, Utilities and Other	SWITCHYARD LIGHTS	Power	316
317	ISYLINE1	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 1	Power	317
318	ISYLINE10	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 10	Power	318
319	ISYLINE11	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 11	Power	319

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320	ISYLINE2	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 2	Power	320
321	ISYLINE2.4	Support Systems, Utilities and Other	INTAKE CAMP LINE 2.4KV	Power	321
322	ISYLINE5	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 5	Power	322
323	ISYLINE6	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 6	Power	323
324	ISYLINE9	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 9	Power	324
325	ISYPRORLY	Support Systems, Utilities and Other	ISY PROTECTIVE RELAYS	Power	325
326	LINE11TWR	Support Systems, Utilities and Other	TRANSMISSION TOWERS, LINE 11	Power	326
327	LINE1-2TWR	Support Systems, Utilities and Other	TOWERS FOR TRANSMISSION LINES 1 & 2	Power	327
328	LINE3-4TWR	Support Systems, Utilities and Other	TRANSMISSION TOWERS, LINES 3 & 4	Power	328
329	LINE5-6TWR	Support Systems, Utilities and Other	TRANSMISSION TOWERS, LINES 5 & 6	Power	329
330	LINE7-8TWR	Support Systems, Utilities and Other	TRANSMISSION TOWERS, LINES 7 & 8	Power	330
331	LINE910TWR	Support Systems, Utilities and Other	TRANSMISSION TOWERS, LINES 9 & 10	Power	331
333	MSYLINE3	Support Systems, Utilities and Other	MSY H.V. LINE 3	Power	333
334	MSYLINE4	Support Systems, Utilities and Other	MSY H.V. LINE 4	Power	334
335	MSYLINE5	Support Systems, Utilities and Other	MSY H.V. LINE 5	Power	335
336	MSYLINE6	Support Systems, Utilities and Other	MSY H.V. LINE 6	Power	336
337	122OSS	Support Systems, Utilities and Other	OAKDALE SUBSTATION (TID)	Power	337
338	CSPRORLY	Support Systems, Utilities and Other	CALAVERUS SUBSTATION PROTECTIVE RELAYS	Power	338
339	CSSPARES	Support Systems, Utilities and Other	ALL CAL SUB SPARE EQUIPMENT	Power	339
340	MID_TID_SUBS	Support Systems, Utilities and Other	NON HETCH HETCHY SUBSTATIONS	Power	340
341	ROP	Support Systems, Utilities and Other	ROP SWITCH ROOM	Power	341
342	STSUB	Support Systems, Utilities and Other	STANDIFORD SUBSTATION, MODESTO	Power	342
343	DAVISSUB	~~This row not included by SFPUC~~	~~DAVIS SUB STATION~~	~~NA~~	343
344	WDCALSUB	Support Systems, Utilities and Other	CALAVERAS SUBSTATION	Power	344
345	ISYSCADA	Support Systems, Utilities and Other	INTAKE SWITCHYARD SCADA RTU	Power	345
346	CALSCADA	Support Systems, Utilities and Other	CALAVERAS SUB SCADA RTU	Power	346
347	ROPREVMTR	Support Systems, Utilities and Other	JEM TWO ELEMENT METER	Power	347
348	ROPREVREC	Support Systems, Utilities and Other	ROP REVNUE METERING RECORDER	Power	348
349	TISSCADA	Support Systems, Utilities and Other	TREASURE ISLAND SCADA RTU	Power	349
350	REVMETERS	Support Systems, Utilities and Other	PROJECT BILLABLE REVENUE METERS	Power	350
351	PRSTSCADA	Priest Regulating Dam and Reservoir	PRIEST RESERVOUR SCADA RTU	Power	351
352	WPVSCADA	Priest Regulating Dam and Reservoir	WEST PORTAL VALVEHOUSE RTU	Power	352
353	PRBYPASS	Priest Regulating Dam and Reservoir	PRIEST BYPASS SYSTEM FROM MTN TUNNEL TO GATE TOWER	Joint	353
354	PRCANAL	Priest Regulating Dam and Reservoir	PRIEST CANAL	Power	354
355	AUXBUIER	Priest Regulating Dam and Reservoir	PRIEST RES. AUXILIARY BUILDING ELECTRICAL ROOM	Joint	355
356	AUXBUIGR	Priest Regulating Dam and Reservoir	PRIEST RES. AUXILIARY BUILDING GENERATOR ROOM	Joint	356
357	AUXBUIMR	Priest Regulating Dam and Reservoir	PRIEST RES. AUXILIARY BUILDING MECHANICAL ROOM	Joint	357
358	PRGTTWRMN	Priest Regulating Dam and Reservoir	PRIEST GATE TOWER MAIN , PRIEST	Power	358
360	PRMCPWLCRDCV	Support Systems, Utilities and Other	PRIEST TO MOCCASIN POWER LINE ROADS	Power	360
361	PRSRES	Priest Regulating Dam and Reservoir	PRIEST RESERVOIR	Power	361
362	WESTPORTAL	Priest Regulating Dam and Reservoir	WEST PORTAL EQUIPMENT	Power	362
363	MOCCPWTUN	Priest Regulating Dam and Reservoir	MOCCASIN POWER TUNNEL	Power	363
364	PRIESTCOTT	Priest Regulating Dam and Reservoir	PRIEST COTTAGE	Joint	364
365	PRIESTDM	Priest Regulating Dam and Reservoir	PRIEST DAM	Power	365
366	PRWT1	Priest Regulating Dam and Reservoir	PRIEST DOMESTIC WATER TANK	Joint	366
~~367~~	~~MCPSTORE~~		~~MOCCASIN GENERAL STORE BLDG~~		367
~~368~~	~~KPHASS~~		~~KIRKWOOD P.H. AUTO SPRINKLER SYSTEM~~		368
~~369~~	~~ELSURVCAB~~		~~ELEANOR-MIGUEL MEADOW SURVEY CABIN~~		369
~~370~~	~~GRP~~		~~(OLD) GRANITE PORTAL LINE~~		370
~~371~~	~~JONESPOINT~~		~~JONES POINT MICROWAVE COMMUNICATION SITE~~		371
~~372~~	~~JPCSBATA~~		~~JONES POINT BATTERY BANK *A* (3-12 VOLT GELL CELL~~		372

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~~373~~	~~JPCSBATB~~		~~JONES POINT BATTERY BANK *B* (3-12 VOLT GELL CELL~~		373
~~374~~	~~JPCSBLDG~~		~~JONES POINT COMM SITE EQUIP BUILDING~~		374
~~375~~	~~JPDISH1~~		~~JONES PIONT ANTENNA DISH PATH 1 TO DUCKWALL REPEAT~~		375
~~376~~	~~JPDISH2~~		~~JONES PIONT ANTENNA DISH PATH 2 TO INTAKE SWITCHYA~~		376
~~377~~	~~JPPVCTRLA~~		~~JONES POINT PHOTOVOLTAIC CHARGER CONTROL BATTERY B~~		377
~~378~~	~~JPPVCTRLB~~		~~JONES POINT PHOTOVOLTAIC CHARGER CONTROL BATTERY B~~		378
~~379~~	~~JPSOLPNLA~~		~~JONES POINT SOLAR PANNELS *A*~~		379
~~380~~	~~JPSOLPNLB~~		~~JONES POINT SOLAR PANNELS *B*~~		380
~~381~~	~~JPTOWER~~		~~JONES PIONT TOWER STRUCTURE~~		381
~~382~~	~~JPTXALARM~~		~~JONES POINT REPEATER TRANSMIT ALARM UNIT~~		382
~~383~~	~~MCPTV~~		~~MOCCASIN CABLE TELEVISION SYS~~		383
~~384~~	~~OAKLAND~~		~~OAKLAND EQUIPMENT AND BUILDINGS~~		384
~~385~~	~~BMIS~~		~~MAINFRAME COMPUTER IN S.F.~~		385
~~386~~	~~HH-RRAS~~		~~ASSETS THAT ARE RETIRED OR NO LONGER IN SERVICE~~		386
~~387~~	~~SANFRAN~~		~~SAN FRANCISCO EQUIPMENT & BUILDINGS~~		387
~~388~~	~~VALDIV~~		~~VALLEY DIVISION EQUIPMENT~~		388
~~389~~	~~1155MKT~~		~~1155 MARKET STREET~~		389
~~390~~	~~COLLEGE~~		~~SF CITY COLLEGE~~		390
~~391~~	~~MOSCONE~~		~~MOSCONE CENTER~~		391
~~392~~	~~TESCT~~		~~TESLA COTTAGE~~		392
~~393~~	~~TESGAR~~		~~TESLA GARAGE~~		393
~~394~~	~~TESLAFUEL~~		~~TESLA PORTAL FUELING STATION~~		394
395	MOCCPENSRDCV	Support Systems, Utilities and Other	MOCCASIN CAMP PENSTOCK SOUTH SIDE ROAD CULVERT	Joint	395
396	PRIESTAUXBUI	Support Systems, Utilities and Other	PRIEST RES. AUXILIARY BUILDING, CONTROL ROOM, SUBS	Joint	396
397	PRIESTDIRDCV	Support Systems, Utilities and Other	PRIEST DIRT ROADS PRIEST CULVERT	Joint	397
398	PRIESTDIRTRD	Support Systems, Utilities and Other	PRIEST AREA DIRT ROADS, PRIEST	Joint	398
399	PRIESTPARDCV	Support Systems, Utilities and Other	PRIEST AREA PAVED ROADS, PRIEST CULVERT	Joint	399
400	PRIESTPAVERD	Support Systems, Utilities and Other	PRIEST AREA PAVED ROADS, PRIEST	Joint	400
401	PRIESTRDS	Support Systems, Utilities and Other	PRIEST AREA ROADS, PRIEST	Joint	401
402	OSHBR	Support Systems, Utilities and Other	OSHAUGHNESSY TIMBER BRIDGE	Joint	402
403	OSHROADS	Support Systems, Utilities and Other	OSH AREA ROADS	Joint	403
404	CSTRGTNACRCV	Support Systems, Utilities and Other	PIPELINE TUNNEL RD. - CULVERTS	Joint	404
405	CSTRGTNLACCR	Support Systems, Utilities and Other	PIPELINE TUNNEL RD. - BIRD RD TO ALAMEDA EAST	Joint	405
406	DRDTOEEMRD	Support Systems, Utilities and Other	POWER LINE ACCESS RD - DIRT ACC. RD TO 2 TOWERS	Joint	406
407	EMRYRDACCRD	Support Systems, Utilities and Other	PIPELINE & PWRLINE ACCESS RD (EMERY RD - BIRD RD)	Joint	407
408	EMRYRDACRDCV	Support Systems, Utilities and Other	PIPELINE & PWRLINE ACCESS RD CULVERTS	Joint	408
409	FRHYPWLACCRD	Support Systems, Utilities and Other	FERRETTI ROAD TO HWY 120 TOWER LINE ROADS	Joint	409
410	FRHYPWLACRCV	Support Systems, Utilities and Other	FERRETTI ROAD TO HWY 120 TOWER LINE ROADS	Joint	410
411	FTDMPRACC	Support Systems, Utilities and Other	MARSHES FLAT TO MOCCASIN PEAK RADIO SITE ROAD ,	Joint	411
412	FTDMPRACCCV	Support Systems, Utilities and Other	MARSHES FLAT TO MOCCASIN PEAK RADIO SITE ROAD ,	Joint	412
413	HYMRPWLACCR	Support Systems, Utilities and Other	HWY 120 TO MERRELL ROAD TOWER LINE ROADS	Joint	413
414	ICPCHEL	Support Systems, Utilities and Other	CHERRY OIL TO ELEANOR ROAD, INTAKE /ELEANOR	Joint	414
415	ICPCHELCV	Support Systems, Utilities and Other	CHERRY OIL TO ELEANOR ROAD CULVERT	Joint	415
416	ICPCHERRY	Support Systems, Utilities and Other	ROAD FROM INTAKE TO CHERRY VALLEY, EARLY INTAKE	Joint	416
417	ICPCHERRYCV	Support Systems, Utilities and Other	ROAD FROM INTAKE TO CHERRY VALLEY, EARLY INTAKE CULV	Joint	417
418	ICPHILLRD	Support Systems, Utilities and Other	ROAD-INTAKE HILL FROM RED HILLS TO INTAKE	Joint	418
419	ICPHILLRDCV	Support Systems, Utilities and Other	ROAD INTAKE HILLFROM RED HILLS TO INTAKE, CULVERTS	Joint	419
420	ICPHPHRD	Support Systems, Utilities and Other	CHERRY OIL TO HPH ROAD,INTAKE/HPH ROAD	Power	420
421	ICPHPHRDCV	Support Systems, Utilities and Other	CHERRY OIL ROADTO HPH ROAD,INTAKE/HPH ROAD CULVERT	Power	421
422	ICPMATHER	Support Systems, Utilities and Other	ROAD FROM TOP OF INTAKE HILL TO CAMP MATHER	Joint	422
423	ICPREDHILL	Support Systems, Utilities and Other	ROADWAY-HWY120 TO INTAKE HILL EARLY INTAKE	Joint	423

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424	ICPREDHILLCV	Support Systems, Utilities and Other	ROADWAY-HWY120 TO INTAKE HILL EARLY INTAKE	Joint	424
425	ICPROADS	Support Systems, Utilities and Other	INTAKE/CHERRY/MATHER/ELEANOR AREA ROADS	Joint	425
426	J59RRRPLACRD	Support Systems, Utilities and Other	POWER LINE ACCESS RD - RD J59 TO ROCK RIVER ROAD	Joint	426
428	MCDIRTRDSCV	Support Systems, Utilities and Other	MOCCASIN DIRT ROADS CULVERTS	Joint	428
429	MCPAVERDS	Support Systems, Utilities and Other	MOCCASIN AREA PAVED ROADS	Joint	429
430	MCPAVERDSCV	Support Systems, Utilities and Other	MOCCASIN AREA PAVED ROADS CULVERTS	Joint	430
431	MCPROADS	Support Systems, Utilities and Other	MOCCASIN AREA ROADS	Joint	431
433	MCPRRGCV	Support Systems, Utilities and Other	MOCCASIN TO PRIEST RAILROAD GRADE , MOCCASIN	Joint	433
434	MOCCPENSTSRD	Support Systems, Utilities and Other	MOCCASIN AREA ROADS PENSTOCK SOUTH SIDE MCP	Joint?	434
435	MOCTOMARSFL	Support Systems, Utilities and Other	MOCCASIN TO MARSH FLAT TOWER 239S TOWER LINE	Joint	435
436	MRPCPWLACCRD	Support Systems, Utilities and Other	MERRELL ROAD TO PRIEST TOWER LINE ROADS	Joint	436
437	MRPCPWLACRCV	Support Systems, Utilities and Other	MERRELL ROAD TO PRIEST TOWER LINE ROADS	Joint	437
438	MSJPWLACCRD	Support Systems, Utilities and Other	POWER LINE ACCESS RD - BIRD RD TO MISSION SAN JOSE	Joint	438
439	MT5-6ACRO	Support Systems, Utilities and Other	MOUNTAIN TUNNEL ACCESS ROAD TO 5-6 ADIT	Joint	439
440	MT5-6ACROCV	Support Systems, Utilities and Other	MOUNTAIN TUNNEL ACCESS ROAD TO 5-6 ADIT CULVERT	Joint	440
441	RMBWPLACCRD	Support Systems, Utilities and Other	PIPELINE ACCESS RD - RMB TO EMERY RD	Joint	441
442	RMBWPLACRDC	Support Systems, Utilities and Other	PIPELINE ACCESS CULVERT RD - RMB TO EMERY RD	Joint	442
443	RMBWPWLACCR	Support Systems, Utilities and Other	POWER LINE ACCESS RD - RMB TO J59	Joint	443
444	RRRLIMPTWLRD	Support Systems, Utilities and Other	POWER LINE ACCESS RD - ROCK RIVER ROAD LIME PIT	Joint	444
446	SFRFRPWLACV	Support Systems, Utilities and Other	SOUTH FORK RIVER TO FERRETTI ROAD TOWER LINE ROADS	Joint	446
447	WESTPORTALRD	Support Systems, Utilities and Other	WEST PORTAL AREA ROADS	Joint	447
448	WILRDTODACRD	Support Systems, Utilities and Other	POWER LINE ACCESS RD - WILMS ROAD TO DIRT ACC. RD	Joint	448
449	WPPAVERDSCV	Support Systems, Utilities and Other	WEST PORTAL AREA PAVED ROADS CULVERT	Joint	449
450	INTHSFPWLACC	Support Systems, Utilities and Other	TOP INTAKE HILL/ SOUTH FORK RIVER TOWER LINE ROADS	Joint	450
451	MARSFLDONPCV	Support Systems, Utilities and Other	MARSH FLAT TO DON PEDRO TOWER 243S TO TOWER 258S	Joint	451
452	MARSFLTODONP	Support Systems, Utilities and Other	MARSH FLAT TO DON PEDRO TOWER 243S TO TOWER 258S	Joint	452
453	MOCMARSFLCCV	Support Systems, Utilities and Other	MOCCASIN TO MARSH FLAT TOWER 239S TOWER LINE	Joint	453
454	MOCMARSFLCV	Support Systems, Utilities and Other	MOCCASIN TO MARSH FLAT TOWER 239S TOWER LINE	Joint	454
455	PRMCPWLACCRD	Support Systems, Utilities and Other	PRIEST TO MOCCASIN TOWER LINE ROADS	Joint	455
456	VDPLACCRD	Support Systems, Utilities and Other	ALL PIPELINE ACCESS ROADS	Joint	456
457	ICPMATHERCV	Support Systems, Utilities and Other	ROAD FROM TOP OF INTAKE HILL TO CAMP MATHER CULVER	Joint	457
458	V-HH-EQP	Support Systems, Utilities and Other	HEAVY EQUIPMENT	Joint	458
459	DWTXALARM	Support Systems, Utilities and Other	DUCKWALL REPEATER TRANSMIT ALARM UNIT	Joint	459
460	MPRRALMRX	Support Systems, Utilities and Other	MPR REPEATER ALARM RECEIVER	Joint	460
461	MPRSCADA	Support Systems, Utilities and Other	MOCCASIN PEAK RADIO SITE RTU	Joint	461
462	~~SCADA~~	Support Systems, Utilities and Other	HHWP SCADA SYSTEM	Joint	462
463	~~SCADAMSTER~~	~~Support Systems, Utilities and Other~~	~~NEW L&G 6800 SCADA MASTER~~	~~NA~~	463
464	~~SCADAMSTR~~	~~Support Systems, Utilities and Other~~	~~SCADA MASTER STATION A & B~~	~~NA~~	464
465	~~SCADAMSTR-TG~~	~~Support Systems, Utilities and Other~~	~~SCADA MASTER, NEW TG8000 EMS SCADA~~	~~NA~~	465
466	~~HHMOCCNET~~	~~Support Systems, Utilities and Other~~	~~PROJECT NOVELL 386 NETWORK~~	~~NA~~	466
467	BLKNGCARR	Support Systems, Utilities and Other	BLOCKING CARRIER SYSTEMS	Power	467
468	BORCS	Support Systems, Utilities and Other	BURNOUT RIDGE COMMUNICATION SITE	Joint	468
469	BORMICROWAV	Support Systems, Utilities and Other	BURN OUT RIDGE MICROWAVE COMMUNICATION SITE	Joint	469
470	COMM	Support Systems, Utilities and Other	HHWP COMMUNICATION SYSTEMS	Joint	470
471	COMPTREQP	Support Systems, Utilities and Other	COMPUTER EQUIP, ELECTRONIC DEVICES & SECURITY KEYS	Joint	471
472	CTSMICROWAVE	Support Systems, Utilities and Other	CHERRY MICROWAVE COMMUNICATION SITE	Joint	472
473	CVCS	Support Systems, Utilities and Other	CHERRY VALLEY COMMUNICATION SITE	Joint	473
474	DATACOMM	Support Systems, Utilities and Other	DATA COMMUNICATION SYSTEMS	Joint	474
475	DUCKWALL	Support Systems, Utilities and Other	DUCKWALL MICROWAVE COMMUNICATION SITE	Joint	475
476	DWCSBATA	Support Systems, Utilities and Other	COMM SITE BATTERY BANK *A* (5-12 VOLT GELL CELL BA	Joint	476
477	DWCSBATB	Support Systems, Utilities and Other	COMM SITE BATTERY BANK *B* (5-12 VOLT GELL CELL BA	Joint	477

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
478	DWCSBLDG	Support Systems, Utilities and Other	DUCKWALL COMM SITE EQUIP BUILDING	Joint	478
479	DWDISH1	Support Systems, Utilities and Other	DUCKWALL ANTENNA DISH PATH 1 TO JONES POINT REPEAT	Joint	479
480	DWDISH2	Support Systems, Utilities and Other	DUCKWALL ANTENNA DISH PATH 2 TO MOCCASIN PEAK REPE	Joint	480
481	DWPVCTRLA	Support Systems, Utilities and Other	DUCKWALL PHOTOVOLTAIC CHARGER CONTROL BATTERY BANK	Joint	481
482	DWPVCTRLB	Support Systems, Utilities and Other	DUCKWALL PHOTOVOLTAIC CHARGER CONTROL BATTERY BANK	Joint	482
483	DWSOLPNLA	Support Systems, Utilities and Other	DUCKWALL SOLAR PANNELS *A*	Joint	483
484	DWSOLPNLB	Support Systems, Utilities and Other	DUCKWALL SOLAR PANNEL*B*	Joint	484
485	DWTOWER	Support Systems, Utilities and Other	DUCKWALL TOWER STRUCTURE	Joint	485
486	ICPRAD	Support Systems, Utilities and Other	ICP RADIO BUILDING	Joint	486
487	ICPRADIOSITE	Support Systems, Utilities and Other	EARLY INTAKE RADIO SITE	Joint	487
488	IRSMICROWAVE	Support Systems, Utilities and Other	INTAKE MICROWAVE COMMUNICATION SITE	Joint	488
489	MCPMICROWAV	Support Systems, Utilities and Other	MOCCASIN CAMP MICROWAVE COMMUNICATION SITE BUILDING	Joint	489
490	~~MCPRADST~~	~~Support Systems, Utilities and Other~~	~~OLD MOCCASIN RADIO STATION BLDG~~	~~NA~~	490
491	MICROCOMM	Support Systems, Utilities and Other	MICROWAVE COMMUNICATION SYSTEMS	Joint	491
492	MPR	Support Systems, Utilities and Other	MOCCASIN PK. RADIO SITE	Joint	492
493	MPRBLDG	Support Systems, Utilities and Other	MOCCASIN PK. RADIO SITE BUILDING	Joint	493
494	MPRFRBBA	Support Systems, Utilities and Other	MPR FLOTROL RECTIFIER BATT BANK A	Joint	494
495	MPRFRBBB	Support Systems, Utilities and Other	MPR FLOTROL RECTIFIER BATT BANK B	Joint	495
496	MPRGEN	Support Systems, Utilities and Other	MOCCASIN PEAK RADIO SITE STAND-BY GENERATOR / LP	Joint	496
497	MPRGENCU	Support Systems, Utilities and Other	MPR STNBY GENERATOR CTRL UNIT	Joint	497
498	MPRHAL	Support Systems, Utilities and Other	MOCC PEAK RADIO BUILDING HALON SYS	Joint	498
499	OPTICCOMM	Support Systems, Utilities and Other	OPTICAL FIBER COMMUNICATION SYSTEMS	Joint	499
500	PPPCS	Support Systems, Utilities and Other	POOPENAUT PASS COMMUNICATION SITE	Joint	500
501	PPPMICROWAVE	Support Systems, Utilities and Other	POOPANAUNT PASS MICROWAVE COMMUNICATION SITE	Joint	501
502	RADIOCOMM	Support Systems, Utilities and Other	RADIO COMMUNICATION SYSTEMS	Joint	502
503	TELCOMM	Support Systems, Utilities and Other	TELEPHONE COMMUNICATION SYSTEMS	Joint	503
504	TRANFTRIP	Support Systems, Utilities and Other	TRANSFER TRIP SYSTEMS	Power	504
505	WESTPORTCS	Support Systems, Utilities and Other	WEST PORTAL COMMUNICATION SITE	Joint	505
506	PWRLNCARR	Support Systems, Utilities and Other	POWER LINE CARRIER SYSTEMS	Power	506
507	HHKEYS	Support Systems, Utilities and Other	HETCH HETCHY SECURITY KEYS, MOCCASIN	Joint	507
508	WSBSCADA	Facilities West of Moccasin Gate Tower	WARNERVILLE SHOP BLDG RTU	Joint	508
509	WSYSCADA	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD SCADA RTU	Joint	509
510	WSYCRB	Facilities West of Moccasin Gate Tower	WSY CONTROL ROOM/BUILDING, WSY	Power	510
511	WSYCT	Facilities West of Moccasin Gate Tower	WARNERVILLE COTTAGES	Joint	511
512	WSYDWS	Facilities West of Moccasin Gate Tower	WARNERVILLE DOMESTIC WATER SYSTEM , WARNERVILLE	Joint	512
513	WSYFUEL	Facilities West of Moccasin Gate Tower	WARNERVILLE FUELING STATION	Joint	513
514	WSYSHPS	Facilities West of Moccasin Gate Tower	WARNERVILLE SHOPS/OFFICE BUILDING	Joint	514
515	WSY	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD/SUBSTATION	Power	515
516	WSY115KVT1	Facilities West of Moccasin Gate Tower	115KV NUMBER 1 TRANSFORMER BUS	Power	516
517	WSY115KVT2	Facilities West of Moccasin Gate Tower	115KV NUMBER 2 TRANSFORMER BUS	Power	517
518	WSY115KVT3	Facilities West of Moccasin Gate Tower	115KV NUMBER 3 TRANSFORMER BUS	Power	518
519	WSYBUSTIE	Facilities West of Moccasin Gate Tower	WARNERVILLE SW YARD BUS TIE 230KV	Power	519
520	WSYDELG	Facilities West of Moccasin Gate Tower	WARNERVILLE SUB DELUGE SYSTEM	Power	520
521	WSYLINE5	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD H.V. LINE 5	Power	521
522	WSYLINE6	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD H.V. LINE 6	Power	522
523	WSYLINE7	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD 115KV LINE 7	Power	523
524	WSYLINE8	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD 115KV LINE 8	Power	524
525	WSYPGEL2BG	Facilities West of Moccasin Gate Tower	WSY PGE LINE 2 BELLOTA GREGG	Power	525
526	WSYPRORLY	Facilities West of Moccasin Gate Tower	WSY PROTECTIVE RELAYS	Power	526
527	WSYSUMP	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCH YARD SUMP PUMP	Power	527
528	WSYTB1	Facilities West of Moccasin Gate Tower	230KV NUMBER 1 TRANSFORMER BUS	Power	528

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
529	WSYTB2&3	Facilities West of Moccasin Gate Tower	23OKV BUS FOR NUMBER 2&3 XFMR	Power	529
530	WSYDWBFP	Facilities West of Moccasin Gate Tower	WARNERVILLE BACK FLOW PREVENTERS, WSY	Joint	530
531	OPVSCADA	Facilities West of Moccasin Gate Tower	OAKDALE PORTAL VALVEHOUSE RTU	Water	531
532	ARVHSCADA	Facilities West of Moccasin Gate Tower	ALBERS RD VALVE HOUSE SCADA RTU	Water	532
533	101PJ4VH	Facilities West of Moccasin Gate Tower	SJPL3 and SJPL4 JUNCTION VALVEHOUSE	Water	533
534	ALBERVH	Facilities West of Moccasin Gate Tower	ALBERS RD VALVE HOUSE	Water	534
535	ALMPORTAL	Facilities West of Moccasin Gate Tower	ALAMEDA EAST PORTAL	Water	535
536	AVH	Facilities West of Moccasin Gate Tower	ALAMEDA VALVE HOUSE #2	Water	536
537	CASHCRVH	Facilities West of Moccasin Gate Tower	CASHMAN CREEK VALVE HOUSE	Water	537
538	CSTRNGTNL	Facilities West of Moccasin Gate Tower	COAST RANGE TUNNEL / TESLA - SUNOL	Water	538
539	EMERYCOAUX	Facilities West of Moccasin Gate Tower	EMERY ROAD CROSSOVER AUX CONTROL BUILDING	Water	539
540	EMERYCOVH	Facilities West of Moccasin Gate Tower	EMERY ROAD CROSSOVER VALVE HOUSE	Water	540
541	FTDBRNAD	Facilities West of Moccasin Gate Tower	FOOTHILL TNL BROWNS TUNNEL ACCESS	Water	541
542	FTDRMBE	Facilities West of Moccasin Gate Tower	FOOTHILL TUNNEL RED MNTN BAR EAST	Water	542
543	FTDRMBSIPH	Facilities West of Moccasin Gate Tower	RED MNTN BAR SIPHON , RED MOUNTAIN BAR	Water	543
544	FTDRMBSS	Facilities West of Moccasin Gate Tower	RED MNTN BAR EAST SURGE SHAFT , RED MOUNTAIN BAR	Water	544
545	FTHTNLDIV	Facilities West of Moccasin Gate Tower	FOOTHILL TUNNEL DIVISION	Water	545
546	OAKPORTAL	Facilities West of Moccasin Gate Tower	OAKDALE PORTAL VALVE HOUSES	Water	546
547	PELICANCOVH	Facilities West of Moccasin Gate Tower	PELICAN CROSSOVER VALVE HOUSE	Water	547
548	PELICANXOAUX	Facilities West of Moccasin Gate Tower	PELICAN CROSSOVER AUX CONTROL BUILDING	Water	548
549	PL2THSEAUX	Facilities West of Moccasin Gate Tower	SJPL2, THROTTLING STATION #1, AUXILIARY	Water	549
550	PL2THSWAUX	Facilities West of Moccasin Gate Tower	SJPL2, THROTTLING STATION #2, AUXILIARY	Water	550
551	RMBGATHOU	Facilities West of Moccasin Gate Tower	RED MOUNTAIN BAR WEST GATE HOUSE, RMB	Water	551
552	RMBSCADA	Facilities West of Moccasin Gate Tower	RED MTN. BAR SLIDE GATE RTU	Water	552
553	ROSELCOAUX	Facilities West of Moccasin Gate Tower	ROSELLE AVE CROSSOVER AUX BUILDING	Water	553
554	ROSELCOVH	Facilities West of Moccasin Gate Tower	ROSELLE AVE. CROSSOVER VALVE HOUSE	Water	554
555	RR	Facilities West of Moccasin Gate Tower	ROCK RIVER	Water	555
556	RRLSCADA	Facilities West of Moccasin Gate Tower	ROCK RIVER LIME PLANT RTU	Water	556
557	SJCSCADA	Facilities West of Moccasin Gate Tower	SAN JOAQUIN PIPELINE CROSS-OVER RTU	Water	557
558	SJPL	Facilities West of Moccasin Gate Tower	SAN JOAQUIN VALLEY PIPELINES	Water	558
559	SJPL2THSE	Facilities West of Moccasin Gate Tower	SAN JOAQUIN PIPELINE 2, THROTTLING STATION #1	Water	559
560	SJPL2THSW	Facilities West of Moccasin Gate Tower	SAN JOAQUIN PIPELINE 2, THROTTLING STATION #2	Water	560
561	SJPL3THS	Facilities West of Moccasin Gate Tower	SAN JOAQUIN PIPELINE 3,4 THROTTLING STATION	Water	561
562	SJVH	Facilities West of Moccasin Gate Tower	SAN JOAQUIN VALVE HOUSE	Water	562
563	SJVHAUXBLDG	Facilities West of Moccasin Gate Tower	SAN JOAQUIN VALVE HOUSE AUXILLARY BUILDING	Water	563
564	SJVSCADA	Facilities West of Moccasin Gate Tower	SAN JOAQUIN VALVEHOUSE RTU	Water	564
565	TESCHLOR	Facilities West of Moccasin Gate Tower	TESLA CHLORINATION BUILDING	Water	565
566	TESGENHSE	Facilities West of Moccasin Gate Tower	TESLA GENERATOR HOUSE	Water	566
567	TESLA-HH	Facilities West of Moccasin Gate Tower	TESLA PORTAL EQUIPMENT AND BLDGS	Water	567
568	TESPORTAL	Facilities West of Moccasin Gate Tower	TESLA PORTAL VALVE HOUSES	Water	568
569	TESPUMPHSE	Facilities West of Moccasin Gate Tower	TESLA PUMPHOUSE	Water	569
570	TPVSCADA	Facilities West of Moccasin Gate Tower	TESLA PORTAL VALVEHOUSE RTU	Water	570
571	TSLDWS	Facilities West of Moccasin Gate Tower	TESLA DOMESTIC WATER SYSTEM	Water	571
572	TSLSEWSYS	Facilities West of Moccasin Gate Tower	TESLA PORTAL SEWAGE SYSTEM	Water	572
573	TUTF	Facilities West of Moccasin Gate Tower	TESLA ULTRAVIOLET TREATMENT FACILITY	Water	573
574	TUVH	Facilities West of Moccasin Gate Tower	TESLA ULTRAVIOLET VALVE HOUSE	Water	574
575	VDHHSHAFT	Facilities West of Moccasin Gate Tower	HETCH HETCHY SURGE SHAFT	Water	575
576	VDOAKOVR	Facilities West of Moccasin Gate Tower	FTHL TNL OAKDALE PORTAL OVERFLOW SHAFT	Water	576
577	VDPEDROADT	Facilities West of Moccasin Gate Tower	FOOTHILL TNL PEDRO ACCESS	Water	577
578	VDRMBW	Facilities West of Moccasin Gate Tower	RED MNTN BAR WEST	Water	578

Amendment 1:
Oversight of SFPUC's
Capital Improvement Program (CIP)
(Sec. 6.09)

6.09 SFPUC Adoption of Regional Water System 10-Year Capital Improvement Program

A. Established Level of Service Goals and Objectives. In approving the WSIP, the Commission adopted Level of Service Goals and Objectives that are, in part, used to develop capital programs related to water, including the 10-Year Capital Improvement Program for the Regional Water System ("10-Year CIP"). BAWSCA and the Wholesale Customers shall have the opportunity to review and provide written or oral comments on any changes to the Level of Service Goals and Objectives that may be submitted to the Commission for approval.

B. Submittal of an Asset Management Policy. Prior to December 31, 2020, the SFPUC shall develop and submit to the Commission for approval an Asset Management Policy applicable to the Regional Water System.

C. Coordination of 10-Year CIP and SFPUC Budget Meetings. The Commission annually reviews, updates, and adopts a 10-Year CIP pursuant to Section 8B.123 of the San Francisco Charter. At two-year intervals, the Commission holds two budget meetings concerning the 10-Year CIP. Over the course of the two budget meetings, the SFPUC reviews its budget priorities, potential changes to projects in the previously adopted 10-Year CIP, and the potential financial implications of such changes. In the event that Charter amendments are placed on the ballot that could alter or amend the City's budget preparation and adoption efforts, BAWSCA shall be notified in advance of any proposed change that could result in a less robust CIP development effort, and BAWSCA and the SFPUC shall meet to consider BAWSCA's comments on maintaining a robust CIP development effort.

D. Mid-cycle Changes to the 10-Year CIP. The SFPUC shall include within the Water Enterprise Capital Improvement Program Quarterly Projects Reports that it provides to the Commission ("CIP Quarterly Projects Reports") discussion of any material changes proposed to projects that are included in the most recently adopted 10-Year CIP. The SFPUC defines a material change as a change that applies to a CIP project whose approved CIP budget is equal to or greater than $5,000,000 that results in one or more of the following:

1. Increases the cost of the CIP project by more than 10%.
2. Increases the schedule of the CIP project by extending said schedule by 12 calendar months or greater.
3. Affects the SFPUC's ability to meet the Level of Service Goals and Objectives.

The SFPUC shall also include within the CIP Quarterly Projects Reports discussion of any new capital project that is not included in the most recently adopted 10-Year CIP if the SFPUC has 1) begun spending on the project and 2) anticipates that it will require total funding in excess of $5,000,000. For such projects, the parties recognize that the work may be of an urgent nature and that details of those projects may be developing quickly to address a critical need. The SFPUC commits that, for these projects, an expanded discussion will be provided in quarterly reports generated 6 months following the creation of the project in the City's finance and accounting system. At a minimum, the discussion will include: 1) a detailed scope of work, 2) schedule, 3) cost breakdown, and 4) proposed source of funding. This level of detail shall continue to be included in subsequent quarterly reports through either the completion of the work or until the work is included as part of an adopted 10-Year CIP.

E. BAWSCA and Wholesale Customer Notice and Review. Beginning in 2020, at least 30 days before the first budget meeting, the SFPUC shall provide BAWSCA and the Wholesale Customers with written notice of the dates of the two budget meetings. At least 30 days before the first budget meeting, the SFPUC shall also provide BAWSCA and the Wholesale Customers with a draft of the 10-Year CIP and meet with those same parties to review potential candidate projects that it is considering for inclusion in the 10-Year CIP. Final materials for the first budget meeting will be made available to BAWSCA and the Wholesale Customers no less than 14 days prior to that budget meeting. Final materials for the second budget meeting will be made available to BAWSCA and the Wholesale Customers on the same date that they are made available to the Commission. Prior to the Commission's adoption of the 10-Year CIP at the second budget meeting, San Francisco shall respond, in writing, to all written comments by BAWSCA and the Wholesale Customers on the 10-Year CIP that were submitted prior to the date of the first budget meeting.

F. Contents of Draft 10-Year CIP – Projects in Years One and Two of 10-Year Schedule.

The SFPUC's CIP projects generally fall into three categories: defined projects, placeholder concepts that could become projects, and programmatic spending for expenses likely to be made but for which there is no schedule. Projects in the near-term years of the 10-Year CIP have more definition than those in the outer years, and as a result more detailed information is available for them. For each project listed that has significant expected expenditures identified in the first two years of the 10-Year CIP, the draft 10-Year CIP made available to BAWSCA and the Wholesale Customers shall include the following elements:

1. Project name.
2. Project description and justification.
3. Description of the project's relationship to the Level of Service Goals and Objectives.
4. Project asset classification for cost-allocation purposes, pursuant to Attachment R for Hetch Hetchy Enterprise assets, or as Regional or Retail for Water Enterprise assets.
5. Project schedule where applicable, broken down by phase, through to completion.
6. Total project budget estimate including a proposed inflation rate.

G. Contents of Draft 10-Year CIP – Projects Listed After First Two Years of 10-Year Schedule. For each project that is listed in years three through ten of the 10-Year CIP, the draft 10-Year CIP made available to BAWSCA and the Wholesale Customers shall include the following elements:

1. Project name.
2. Project description and justification.
3. Description of the project's relationship to the Level of Service Goals and Objectives.
4. Project asset classification for cost-allocation purposes, pursuant to Attachment R for Hetch Hetchy Enterprise assets, or as Regional or Retail for Water Enterprise assets.
5. Project schedule information that forms the basis for project planning if available.

6. Total project budget estimate.

H. Additional Contents of Draft 10-Year CIP. The draft 10-Year CIP made available to BAWSCA and the Wholesale Customers shall also include the following:

1. A discussion of any changes to projects in the previously adopted 10-Year CIP, the reasons for such changes, any impact of the proposed changes on the SFPUC's ability to achieve the Level of Service Goals and Objectives, and the SFPUC's proposal for meeting the specific Level of Service Goals and Objectives in question.
2. A discussion of factors that have influenced the 10-Year CIP budget or identified projects, or have the potential to influence the overall budget or the number, cost and scale of identified projects, such as rate increase considerations, local rate setting policies, etc.
3. A discussion of how the CIP will be staffed.
4. A cash flow estimate for each project included as part of the first five years of the 10-Year CIP that considers historical spending and changes in the amount of work to be done.
5. Project spreadsheets that separate new projects from existing projects.
6. A summary roll-up for Regional costs, including all programmatic costs budgeted in the 10-Year CIP.

I. Quarterly Reporting and Meetings.

1. CIP Quarterly Projects Reports. The SFPUC shall include within the CIP Quarterly Projects Reports a detailed status update of each Regional project in the 10-Year CIP that has an estimated cost greater than $5 million and a summary of the work completed to date for such projects. The CIP Quarterly Projects Reports shall focus on the first two years' projects in the 10-Year CIP, but shall also demonstrate a connection to the 10-Year CIP asset classification and the Level of Service Goals and Objectives. The CIP Quarterly Projects Reports shall identify any Regional project in the 10-Year CIP with an estimated cost greater than $5 million that is behind schedule, and, for each project so identified, shall describe the SFPUC's plan and timeline for either making up the delay or

adopting a revised project schedule. In each fourth quarter of the fiscal year CIP Quarterly Projects Report, the SFPUC will also address the status of Regional projects in the 10-Year CIP that have an estimated cost of less than $5 million, noting any such projects that are behind schedule and describing the SFPUC's plan and timeline for either making up the delay or adopting a revised project schedule.

2. Quarterly Meetings. If requested by BAWSCA, the SFPUC shall hold quarterly meetings with BAWSCA to review each CIP Quarterly Projects Report, during which the SFPUC shall present information and detail about the individual projects and overall implementation of the 10-Year CIP, as well as the need for re-prioritization and/or the proposal of new candidate projects for consideration as part of the next update of the 10-Year CIP. As part of the meeting held in each fourth quarter of the fiscal year, the SFPUC shall provide additional information and detail regarding the CIP development schedule and associated coordination proposed with BAWSCA.

Amendment 2:
Tier 1 Drought Allocataion Plan
(Attachment H; Sec. 2.1)

ATTACHMENT H

WATER SHORTAGE ALLOCATION PLAN

This Interim Water Shortage Allocation Plan ("Plan") describes the method for allocating water between the San Francisco Public Utilities Commission ("SFPUC") and the Wholesale Customers collectively during shortages caused by drought. The Plan implements a method for allocating water among the individual Wholesale Customers which has been adopted by the Wholesale Customers. The Plan includes provisions for transfers, banking, and excess use charges. The Plan applies only when the SFPUC determines that a system-wide water shortage due to drought exists, and all references to "shortages" and "water shortages" are to be so understood. This Plan was adopted pursuant to Section 7.03(a) of the 1984 Settlement Agreement and Master Water Sales Contract and has been updated to correspond to the terminology used in the June 2009 Water Supply Agreement between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County and Santa Clara County ("Agreement").

SECTION 1. SHORTAGE CONDITIONS

1.1. Projected Available SFPUC Water Supply. The SFPUC shall make an annual determination as to whether or not a shortage condition exists. The determination of projected available water supply shall consider, among other things, stored water, projected runoff, water acquired by the SFPUC from non-SFPUC sources, inactive storage, reservoir losses, allowance for carryover storage, and water bank balances, if any, described in Section 3.

1.2 Projected SFPUC Purchases. The SFPUC will utilize purchase data, including volumes of water purchased by the Wholesale Customers and by Retail Customers (as those terms are used in the Agreement) in the year immediately prior to the drought, along with other available relevant information, as a basis for determining projected system-wide water purchases from the SFPUC for the upcoming year.

1.3. Shortage Conditions. The SFPUC will compare the available water supply (Section 1.1) with projected system-wide water purchases (Section 1.2). A shortage condition exists if the SFPUC determines that the projected available water supply is less than projected system-wide water purchases in the upcoming Supply Year (defined as the period from July 1 through June 30). When a shortage condition exists, SFPUC will determine whether voluntary or mandatory actions will be required to reduce purchases of SFPUC water to required levels.

1.3.1 Voluntary Response. If the SFPUC determines that voluntary actions will be sufficient to accomplish the necessary reduction in water use throughout its service area, the SFPUC and the Wholesale Customers will make good faith efforts to reduce their water purchases to stay within their annual shortage allocations and associated monthly water use budgets. The SFPUC will not impose excess use charges during periods of voluntary rationing, but may suspend the

prospective accumulation of water bank credits, or impose a ceiling on further accumulation of bank credits, consistent with Section 3.2.1 of this Plan.

1.3.2 Mandatory Response. If the SFPUC determines that mandatory actions will be required to accomplish the necessary reduction in water use in the SFPUC service area, the SFPUC may implement excess use charges as set forth in Section 4 of this Plan.

1.4. Period of Shortage. A shortage period commences when the SFPUC determines that a water shortage exists, as set forth in a declaration of water shortage emergency issued by the SFPUC pursuant to California Water Code Sections 350 et seq. Termination of the water shortage emergency will be declared by resolution of the SFPUC.

SECTION 2. SHORTAGE ALLOCATIONS

2.1. Annual Allocations between the SFPUC and the Wholesale Customers. The annual water supply available during shortages will be allocated between the SFPUC and the collective Wholesale Customers as follows:

Level of System Wide Reduction in Water Use Required	Share of Available Water	
	SFPUC Share	Wholesale Customers Share
5% or less	35.5%	64.5%
6% through 10%	36.0%	64.0%
11% through 15%	37.0%	63.0%
16% through 20%	37.5%	62.5%

The water allocated to the SFPUC shall correspond to the total allocation for all Retail ~~Customers.~~
Customers. In the event that the SFPUC share of the available water supply in the above table results in Retail Customers having a positive allocation (i.e., a supply of additional water rather than a required percentage reduction in water use), the SFPUC's percentage share of the available water supply in the table shall be reduced to eliminate any positive allocation to Retail Customers, with a corresponding increase in the percentage share of the available water supply allocated to the Wholesale Customers. For any level of required reduction in system-wide water use during shortages, the SFPUC shall require Retail Customers to conserve a minimum of 5%, with any resulting reallocated supply credited to storage for inclusion in calculation of projected available water SFPUC water supply in a subsequent year (Section 1.1).

The parties agree to reevaluate the percentages of the available water supply allocated to Retail and Wholesale Customers by May 1, 2028.

2.2 Annual Allocations among the Wholesale Customers. The annual water supply allocated to the Wholesale Customers collectively during system wide shortages of 20 percent or less will

be apportioned among them based on a methodology adopted by all of the Wholesale Customers, as described in Section 3.11(C) of the Agreement. In any year for which the methodology must be applied, the Bay Area Water Supply and Conservation Agency ("BAWSCA") will calculate each Wholesale Customer's individual percentage share of the amount of water allocated to the Wholesale Customers collectively pursuant to Section 2.1. Following the declaration or reconfirmation of a water shortage emergency by the SFPUC, BAWSCA will deliver to the SFPUC General Manager a list, signed by the President of BAWSCA's Board of Directors and its General Manager, showing each Wholesale Customer together with its percentage share and stating that the list has been prepared in accordance with the methodology adopted by the Wholesale Customers. The SFPUC shall allocate water to each Wholesale Customer, as specified in the list. The shortage allocations so established may be transferred as provided in Section 2.5 of this Plan. If BAWSCA or all Wholesale Customers do not provide the SFPUC with individual allocations, the SFPUC may make a final allocation decision after first meeting and discussing allocations with BAWSCA and the Wholesale Customers.

The methodology adopted by the Wholesale Customers utilizes the rolling average of each individual Wholesale Customer's purchases from the SFPUC during the three immediately preceding Supply Years. The SFPUC agrees to provide BAWSCA by November 1 of each year a list showing the amount of water purchased by each Wholesale Customer during the immediately preceding Supply Year. The list will be prepared using Customer Service Bureau report MGT440 (or comparable official record in use at the time), adjusted as required for any reporting errors or omissions, and will be transmitted by the SFPUC General Manager or his designee.

2.3. Limited Applicability of Plan to System Wide Shortages Greater Than Twenty Percent. The allocations of water between the SFPUC and the Wholesale Customers collectively, provided for in Section 2.1, apply only to shortages of 20 percent or less. The SFPUC and Wholesale Customers recognize the possibility of a drought occurring which could create system-wide shortages greater than 20 percent despite actions taken by the SFPUC aimed at reducing the probability and severity of water shortages in the SFPUC service area. If the SFPUC determines that a system wide water shortage greater than 20 percent exists, the SFPUC and the Wholesale Customers agree to meet within 10 days and discuss whether a change is required to the allocation set forth in Section 2.1 in order to mitigate undue hardships that might otherwise be experienced by individual Wholesale Customers or Retail Customers. Following these discussions, the Tier 1 water allocations set forth in Section 2.1 of this Plan, or a modified version thereof, may be adopted by mutual written consent of the SFPUC and the Wholesale Customers. If the SFPUC and Wholesale Customers meet and cannot agree on an appropriate Tier 1 allocation within 30 days of the SFPUC's determination of water shortage greater than 20 percent, then (1) the provisions of Section 3.11(C) of the Agreement will apply, unless (2) all of the Wholesale Customers direct in writing that a Tier 2 allocation methodology agreed to by them be used to apportion the water to be made available to the Wholesale Customers collectively, in lieu of the provisions of Section 3.11(C).

The provisions of this Plan relating to transfers (in Section 2.5), banking (in Section 3), and excess use charges (in Section 4) shall continue to apply during system-wide shortages greater than 20 percent.

2.4. Monthly Water Budgets. Within 10 days after adopting a declaration of water shortage emergency, the SFPUC will determine the amount of Tier 1 water allocated to the Wholesale Customers collectively pursuant to Section 2.1. The SFPUC General Manager, using the Tier 2 allocation percentages shown on the list delivered by BAWSCA pursuant to Section 2.2, will calculate each Wholesale Customer's individual annual allocation. The SFPUC General Manager, or his designee, will then provide each Wholesale Customer with a proposed schedule of monthly water budgets based on the pattern of monthly water purchases during the Supply Year immediately preceding the declaration of shortage (the "Default Schedule"). Each Wholesale Customer may, within two weeks of receiving its Default Schedule, provide the SFPUC with an alternative monthly water budget that reschedules its annual Tier 2 shortage allocation over the course of the succeeding Supply Year. If a Wholesale Customer does not deliver an alternative monthly water budget to the SFPUC within two weeks of its receipt of the Default Schedule, then its monthly budget for the ensuing Supply Year shall be the Default Schedule proposed by the SFPUC.

Monthly Wholesale Customer water budgets will be derived from annual Tier 2 allocations for purposes of accounting for excess use. Monthly Wholesale Customer water budgets shall be adjusted during the year to account for transfers of shortage allocation under Section 2.5 and transfers of banked water under Section 3.4.

2.5. Transfers of Shortage Allocations. Voluntary transfers of shortage allocations between the SFPUC and any Wholesale Customers, and between any Wholesale Customers, will be permitted using the same procedure as that for transfers of banked water set forth in Section 3.4. The SFPUC and BAWSCA shall be notified of each transfer. Transfers of shortage allocations shall be deemed to be an emergency transfer and shall become effective on the third business day after notice of the transfer has been delivered to the SFPUC. Transfers of shortage allocations shall be in compliance with Section 3.05 of the Agreement. The transferring parties will meet with the SFPUC, if requested, to discuss any effect the transfer may have on its operations.

SECTION 3. SHORTAGE WATER BANKING

3.1. Water Bank Accounts. The SFPUC shall create a water bank account for itself and each Wholesale Customer during shortages in conjunction with its resale customer billing process. Bank accounts will account for amounts of water that are either saved or used in excess of the shortage allocation for each agency; the accounts are not used for tracking billings and payments. When a shortage period is in effect (as defined in Section 1.4), the following provisions for bank credits, debits, and transfers shall be in force. A statement of bank balance for each Wholesale Customer will be included with the SFPUC's monthly water bills.

3.2. Bank Account Credits. Each month, monthly purchases will be compared to the monthly budget for that month. Any unused shortage allocation by an agency will be credited to that agency's water bank account. Credits will accumulate during the entire shortage period, subject to potential restrictions imposed pursuant to Section 3.2.1. Credits remaining at the end of the shortage period will be zeroed out; no financial or other credit shall be granted for banked water.

3.2.1. Maximum Balances. The SFPUC may suspend the prospective accumulation of credits in all accounts. Alternatively, the SFPUC may impose a ceiling on further accumulation of credits in water bank balances based on a uniform ratio of the bank balance to the annual water allocation. In making a decision to suspend the prospective accumulation of water bank credits, the SFPUC shall consider the available water supply as set forth in Section 1.1 of this Plan and other reasonable, relevant factors.

3.3. Account Debits. Each month, monthly purchases will be compared to the budget for that month. Purchases in excess of monthly budgets will be debited against an agency's water bank account. Bank debits remaining at the end of the fiscal year will be subject to excess use charges (see Section 4).

3.4. Transfers of Banked Water. In addition to the transfers of shortage allocations provided for in Section 2.5, voluntary transfers of banked water will also be permitted between the SFPUC and any Wholesale Customer, and among the Wholesale Customers. The volume of transferred water will be credited to the transferee's water bank account and debited against the transferor's water bank account. The transferring parties must notify the SFPUC and BAWSCA of each transfer in writing (so that adjustments can be made to bank accounts), and will meet with the SFPUC, if requested, to discuss any affect the transfer may have on SFPUC operations. Transfers of banked water shall be deemed to be an emergency transfer and shall become effective on the third business day after notice of the transfer has been delivered to the SFPUC. If the SFPUC incurs extraordinary costs in implementing transfers, it will give written notice to the transferring parties within ten (10) business days after receipt of notice of the transfer. Extraordinary costs means additional costs directly attributable to accommodating transfers and which are not incurred in non-drought years nor simply as a result of the shortage condition itself. Extraordinary costs shall be calculated in accordance with the procedures in the Agreement and shall be subject to the disclosure and auditing requirements in the Agreement. In the case of transfers between Wholesale Customers, such extraordinary costs shall be considered to be expenses chargeable solely to individual Wholesale Customers and shall be borne equally by the parties to the transfer. In the case of transfers between the SFPUC and a Wholesale Customer, the SFPUC's share of any extraordinary transfer costs shall not be added to the Wholesale Revenue Requirement.

3.4.1. Transfer Limitations. The agency transferring banked water will be allowed to transfer no more than the accumulated balance in its bank. Transfers of estimated prospective banked credits and the "overdrafting" of accounts shall not be permitted. The price of transfer water originally derived from the SFPUC system is to be determined by the transferring parties and is not specified herein. Transfers of banked water shall be in compliance with Section 3.05 of the

Agreement.

SECTION 4. WHOLESALE EXCESS USE CHARGES

4.1. Amount of Excess Use Charges. Monthly excess use charges shall be determined by the SFPUC at the time of the declared water shortage consistent with the calendar in Section 6 and in accordance with Section 6.03 of the Agreement. The excess use charges will be in the form of multipliers applied to the rate in effect at the time the excess use occurs. The same excess use charge multipliers shall apply to the Wholesale Customers and all Retail Customers. The excess use charge multipliers apply only to the charges for water delivered at the rate in effect at the time the excess use occurred.

4.2 Monitoring Suburban Water Use. During periods of voluntary rationing, water usage greater than a customer's allocation (as determined in Section 2) will be indicated on each SFPUC monthly water bill. During periods of mandatory rationing, monthly and cumulative water usage greater than a Wholesale Customer's shortage allocation and the associated excess use charges will be indicated on each SFPUC monthly water bill.

4.3. Suburban Excess Use Charge Payments. An annual reconciliation will be made of monthly excess use charges according to the calendar in Section 6. Annual excess use charges will be calculated by comparing total annual purchases for each Wholesale Customer with its annual shortage allocation (as adjusted for transfers of shortage allocations and banked water, if any). Excess use charge payments by those Wholesale Customers with net excess use will be paid according to the calendar in Section 6. The SFPUC may dedicate excess use charges paid by Wholesale Customers toward the purchase of water from the State Drought Water Bank or other willing sellers in order to provide additional water to the Wholesale Customers. Excess use charges paid by the Wholesale Customers constitute Wholesale Customer revenue and shall be included within the SFPUC's annual Wholesale Revenue Requirement calculation.

SECTION 5. GENERAL PROVISIONS GOVERNING WATER SHORTAGE ALLOCATION PLAN

5.1. Construction of Terms. This Plan is for the sole benefit of the parties and shall not be construed as granting rights to any person other than the parties or imposing obligations on a party to any person other than another party.

5.2. Governing Law. This Plan is made under and shall be governed by the laws of the State of California.

5.3. Effect on Agreement. This Plan describes the method for allocating water between the SFPUC and the collective Wholesale Customers during system-wide water shortages of 20 percent or less. This Plan also provides for the SFPUC to allocate water among the Wholesale Customers in accordance with directions provided by the Wholesale Customers through BAWSCA under Section 2.2, and to implement a program by which such allocations may be voluntarily transferred among the Wholesale Customers. The provisions of this Plan are

intended to implement Section 3.11(C) of the Agreement and do not affect, change or modify any other section, term or condition of the Agreement.

5.4. Inapplicability of Plan to Allocation of SFPUC System Water During Non-Shortage Periods. The SFPUC's agreement in this Plan to a respective share of SFPUC system water during years of shortage shall not be construed to provide a basis for the allocation of water between the SFPUC and the Wholesale Customers when no water shortage emergency exists.

5.5. Termination. This Plan shall expire at the end of the Term of the Agreement.. The SFPUC and the Wholesale Customers can mutually agree to revise or terminate this Plan prior to that date due to changes in the water delivery capability of the SFPUC system, the acquisition of new water supplies, and other factors affecting the availability of water from the SFPUC system during times of shortage.

SECTION 6. ALLOCATION CALENDAR

6.1. Annual Schedule. The annual schedule for the shortage allocation process is shown below. This schedule may be changed by the SFPUC to facilitate implementation.

6.1.1

In All Years	Target Dates
1. SFPUC delivers list of annual purchases by each Wholesale Customer during the immediately preceding Supply Year	November 1
2. SFPUC meets with the Wholesale Customers and presents water supply forecast for the following Supply Year	February
3. SFPUC issues initial estimate of available water supply	February 1
4. SFPUC announces potential first year of drought (if applicable)	February 1
5. SFPUC and Wholesale Customers meet upon request to exchange information concerning water availability and projected system-wide purchases	February 1-May 31
6. SFPUC issues revised estimate of available water supply, and confirms continued potential shortage conditions, if applicable	March 1
7. SFPUC issues final estimate of available water supply	April 15th or sooner if adequate snow course measurement data is available to form a robust estimate on available water supply for the coming year.
8. SFPUC determines amount of water available to Wholesale Customers collectively	April 15th or sooner if adequate snow course measurement data is available to form a robust estimate on available water supply for the coming year.

In Drought Years	Target Dates
9. SFPUC formally declares the existence of water shortage emergency (or end of water shortage emergency, if applicable) under Water Code Sections 350 et. seq.	April 15-~~31~~30
10. SFPUC declares the need for a voluntary or mandatory response	April 15-~~31~~30
11. BAWSCA submits calculation to SFPUC of individual Wholesale Customers' percentage shares of water allocated to Wholesale Customers collectively	April 15- ~~31~~30
12. SFPUC determines individual shortage allocations, based on BAWSCA's submittal of individual agency percentage shares to SFPUC, and monthly water budgets (Default Schedule)	April 25—May 10
13. Wholesale Customers submit alternative monthly water budgets (optional)	May 8-May 24
14. Final drought shortage allocations are issued for the Supply Year beginning July 1 through June 30	June 1
15. Monthly water budgets become effective	July 1
16. Excess use charges indicated on monthly Suburban bills	August 1 (of the beginning year) through June 30 (of the succeeding year)

17.	Excess use charges paid by Wholesale Customers for prior year	August of the succeeding year

Amendment 3:
2018 Decisions (Sec. 3.13, 4.01, 4.05, 4.06, 9.06, Attachment Q)

3.13 Limits on New Customers

A. New Wholesale Customers Prior to December 31, ~~2018~~2028. Until December 31, ~~2018~~2028, San Francisco will not enter into contracts to supply water to any entity other than a Wholesale Customer (whether permanent or temporary, firm or interruptible) unless:

1. It completes any necessary environmental review under CEQA of the proposed new wholesale water service obligations as provided in Section 4.07;

2. It concurrently completes any necessary environmental review under CEQA as provided in Section 4.07 and commits to make both San Jose and Santa Clara permanent customers with Individual Supply Guarantees equal to at least 9 MGD; and

3. This Agreement is amended to incorporate any commitments to proposed new wholesale customers and to San Jose and Santa Clara, and to address the effects, if any, of the new customer(s) on water supply reliability, water quality and cost to existing customers of the Regional Water System.

B. New Wholesale Customers After December 31, ~~2018~~2028. As of January 1, ~~2019~~2029, San Francisco will not enter into contracts to supply water to any entity other than a Wholesale Customer (whether permanent or temporary, firm or interruptible) unless:

1. It completes any necessary environmental review under CEQA of the proposed new wholesale water service obligations as provided in Section 4.07;

2. It concurrently completes any necessary environmental review under CEQA as provided in Section 4.07 and commits to make both San Jose and Santa Clara permanent customers with Individual Supply Guarantees equal to at least 9 MGD;

3. Doing so increases the reliability of the Regional Water System; and

4. This Agreement is concurrently amended (a) to reflect that increased reliability by means of an increased commitment by San Francisco to deliver water during Droughts and (b) to address the effects, if any, of the new customer(s) on water supply, water quality and cost to existing customers of the Regional Water System.

C. New Retail Customers. San Francisco may enter into new retail water service obligations outside of the City and County of San Francisco:

1. Only in Alameda, San Mateo, Santa Clara, San Joaquin and Tuolumne Counties;

2. That are within or immediately adjacent to areas in which it currently serves other Retail Customers; and

3. Until the aggregate additional demand represented by the new retail customers reaches 0.5 MGD.

The limitations on serving new Retail Customers described in this subsection do not apply to historical obligations to supply water that may be contained in prior agreements between the SFPUC or its predecessor the Spring Valley Water Company, and individual users or property owners located adjacent to Regional Water System transmission pipelines.

D. Water Exchanges and Cost Sharing Agreements with Other Water Suppliers. Subject to completion of necessary environmental review under CEQA, San Francisco may at any time enter into water exchanges or cost sharing agreements with other water suppliers to enhance dry year or normal year water deliveries, provided that San Francisco cannot incur new water service obligations to such other water suppliers unless the requirements for taking on new wholesale customers in subsections A and B above are met.

4.01 Interim Supply Limitation Imposed by SFPUC

In adopting the WSIP in Res. No. 08-0200, the Commission included full implementation of all proposed WSIP capital improvement projects to achieve ~~level of service goals~~Level of Service Goals and Objectives relating to public health, seismic safety, and delivery reliability, but decided to adopt a water supply element that includes the Interim Supply Limitation. This article describes how the parties will implement the Interim Supply Limitation imposed by the SFPUC between the Effective Date and December 31, 2018~~.~~, and how the SFPUC will conduct water supply planning after December 31, 2018.

4.05 San Jose/ Santa Clara Interim Supply Allocation and Process for Reduction/ Termination.

San Francisco will supply a combined annual average of 9 MGD to the cities of San Jose and Santa Clara through ~~2018~~2028. Water supplied by San Francisco may only be used in the ~~existing~~ defined service areas ~~in the northern portions~~ of San Jose and Santa Clara shown on Attachment Q-1 and Q-2, respectively. San Francisco may reduce the quantity of water specified in this section when it establishes the Interim Supply Allocations for Wholesale Customers in Section 4.02. The establishment of Interim Supply Allocations for San Jose and Santa Clara shall not be considered a reduction of supply within the meaning of this section, provided that the Interim Supply Allocations assigned to San Jose and Santa Clara do not effect a reduction greater than the aggregate average reduction in Individual Supply Guarantees for Wholesale Customers that have such guarantees. The application of Interim Supply Allocations to San Jose and Santa Clara ~~is~~, and water supply planning after December 31, 2018, are subject to the following provisions:

A. In December 2010 and in each December thereafter through ~~2017~~2027, the SFPUC shall prepare and the Commission shall consider, at a regularly scheduled public meeting, a Water Supply Development Report detailing progress made toward (1) meeting the Interim Supply Limitation by June 30, 2018 and (2) developing additional water supplies that will allow the Commission to designate San Jose and Santa Clara as permanent Wholesale Customers of the Regional Water System with a combined Individual Supply Guarantee of up to 9 MGD by the end of the Term on June 30, 2034.

B. The annual Water Supply Development Report shall be based on water purchase projections and work plans ~~for achieving the Interim Supply Limitation in the Retail and Wholesale Service Areas. The projections and work plans will be~~ prepared by the SFPUC for the Retail Customers and by BAWSCA for the Wholesale Customers, respectively, and submitted to the Commission in June of each year beginning in 2010.

C. If the Commission finds that the projections in the Water Supply Development Report show that (1) the Interim Supply Limitation will not be met by June 30, 2018, as a result of Wholesale Customers' projected use exceeding 184 MGD, or (2) the purchases of the Wholesale Customers, including San Jose and Santa Clara, are projected to exceed 184 MGD

before June 30, 2028, the Commission may issue a conditional ~~five~~ ten year notice of interruption or reduction in supply of water to San Jose and Santa Clara.

D. Upon issuance of the conditional notice of interruption or reduction, the SFPUC will prepare a new analysis of water supply that will be utilized by the San Francisco Planning Department in its preparation of any necessary documentation under CEQA pursuant to Section 4.07 on the impacts of interrupting or reducing service to San Jose and Santa Clara.

E. Such notice of interruption or reduction will be rescinded if the Commission finds, based upon a subsequent annual Water Supply Development Report, that (1) sufficient progress has been made toward meeting the Interim Supply Limitation, or (2) projections show that the ~~Interim Supply Limitation~~projected purchases of the Wholesale Customers, including San Jose and Santa Clara, will ~~be met~~not exceed 184 MGD by June 30, ~~2018~~2028.

F. In no case shall any interruption or reduction of service to San Jose or Santa Clara pursuant to this section become effective less than two years from the completion of the CEQA process (not including resolution of any appeals or litigation) or ~~five~~ten years from the notice, whichever is longer. If the ~~five~~ ten year notice is issued after ~~2013~~2018, such interruption or reduction would ~~occur~~be effective after ~~2018~~2028.

G. If deliveries to San Jose and Santa Clara are interrupted, existing turnout facilities to San Jose and Santa Clara will remain in place for possible use during emergencies.

H. San Francisco and the cities of San Jose and Santa Clara will cooperate with BAWSCA and the Santa Clara Valley Water District in the identification and implementation of additional water sources and conservation measures for the cities' service areas that are relevant to the water supply and the possible offer of permanent status for the two cities by the SFPUC.

4.06 San Francisco Decisions in ~~2018~~2028 Regarding Future Water Supply

A. By December 31, ~~2018~~2028, San Francisco will have completed any necessary CEQA review pursuant to Section 4.07 that is relevant to making San Jose and Santa Clara permanent customers of the Regional Water System and will decide whether or not to make San Jose and Santa Clara permanent customers of the Regional Water System~~.~~ with a combined Individual Supply Guarantee of 9 MGD allocated equally between the two cities, as well as how much water in excess of 9 MGD it will supply to San Jose and Santa Clara. San Francisco will make San Jose and Santa Clara permanent customers only if, and to the extent that, San Francisco determines that Regional Water System long term water supplies are available. In the event that San Francisco decides to afford permanent status to San Jose and Santa Clara, this Agreement will be amended pursuant to Section 2.03.

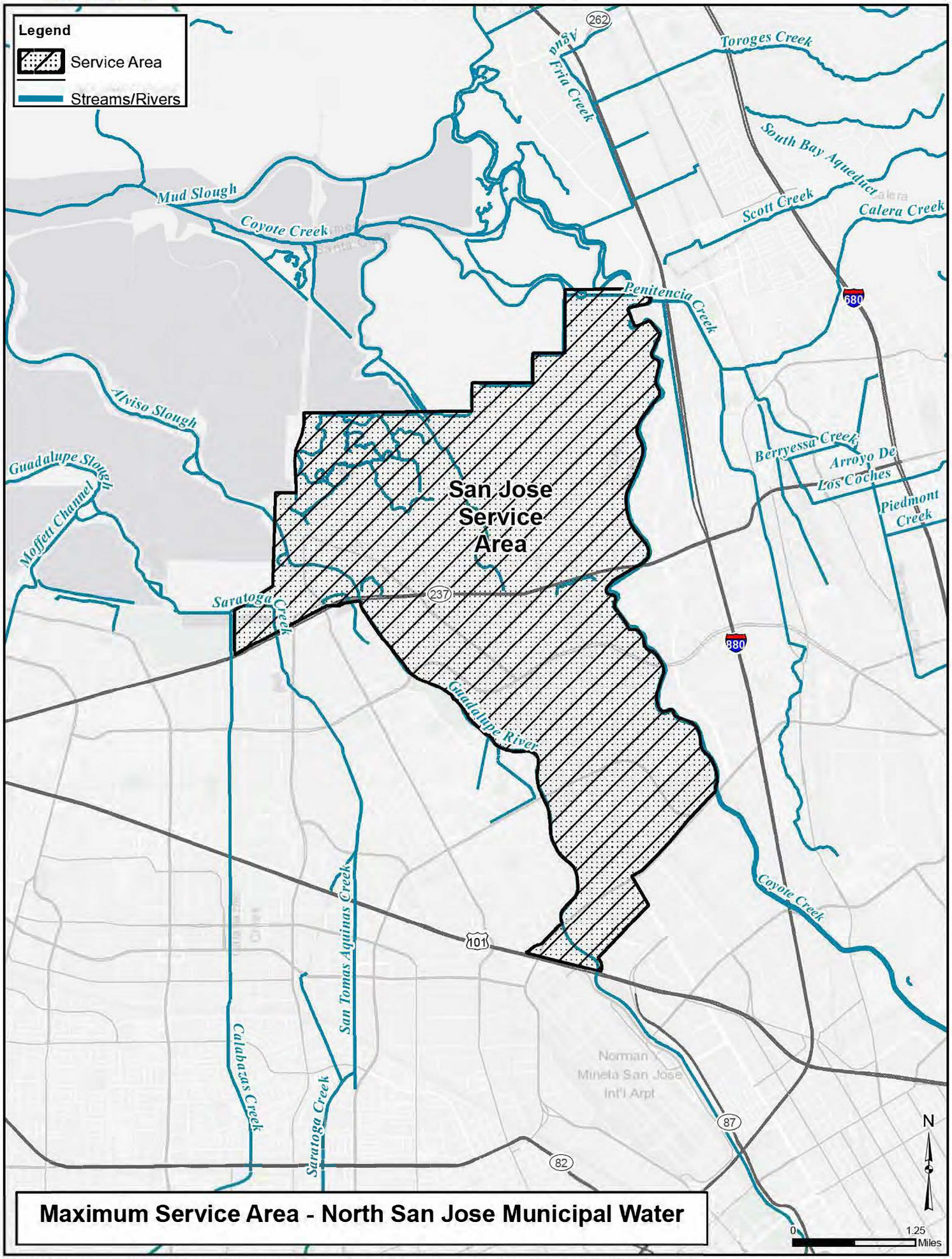
B. By December 31, ~~2018~~2028, San Francisco will have completed any necessary CEQA review pursuant to Section 4.07 and will decide how much water, if any, in excess of the Supply Assurance it will supply to Wholesale Customers from the Regional Water System to meet their projected future water demands until the year ~~2030~~2040, and whether to offer a corresponding increase in the Supply Assurance as a result of ~~its determination~~these determinations.

9.06 City of San Jose and City of Santa Clara

A. Continued Supply on Temporary, Interruptible Basis. During the term of the 1984 Agreement, San Francisco provided water to the City of San Jose ("San Jose") and the City of Santa Clara ("Santa Clara") on a temporary, interruptible basis pursuant to SFPUC Resolution No. 85-0256. Subject to termination or reduction of supply as provided in Section 4.05 of this Agreement, San Francisco will continue to supply water to San Jose and Santa Clara on a temporary, interruptible basis pending a decision by the Commission, pursuant to Section 4.05.H, as to whether to make San Jose and Santa Clara permanent customers of the Regional Water System. San Francisco will furnish water to San Jose and Santa Clara at the same rates as those applicable to other Wholesale Customers pursuant to this Agreement. Water delivered to San Jose and Santa Clara after July 1, 2009 may be limited by the SFPUC's ability to meet the full needs of all its other Retail and Wholesale Customers. The service areas of San Jose and Santa Clara set forth in their Individual Water Sales Contracts may not be expanded using the procedure set forth in Section 3.03. The combined annual average water usage of San Jose and Santa Clara shall not exceed 9 MGD. The allocation of that total amount between San Jose and Santa Clara shall be as set forth in their Individual Water Sales Contracts.

B. Reservation of Rights. In signing this Agreement, neither San Jose nor Santa Clara waives any of its rights to contend, in the event that San Francisco (1) elects to terminate or interrupt water deliveries to either or both of the two cities prior to ~~2018~~2028 using the process set forth in Section 4.05, or (2) does not elect to take either city on as a permanent customer in ~~2018~~2028, that it is entitled to permanent customer status, pursuant to the Act or any other federal or state law. Santa Clara's reservation of rights is limited to its existing Service Area A, as shown on Attachment Q-2. Service Area B, south of Highway 101, was added in 2018 solely for the operational convenience of Santa Clara. Santa Clara waives its right to make claims described in this Section 9.06.B and Section 8.07.B.3 with respect to Service Area B. In signing this Agreement, San Francisco does not waive its right to deny any or all such contentions.

Attachment Q-1



Maximum Service Area - North San Jose Municipal Water

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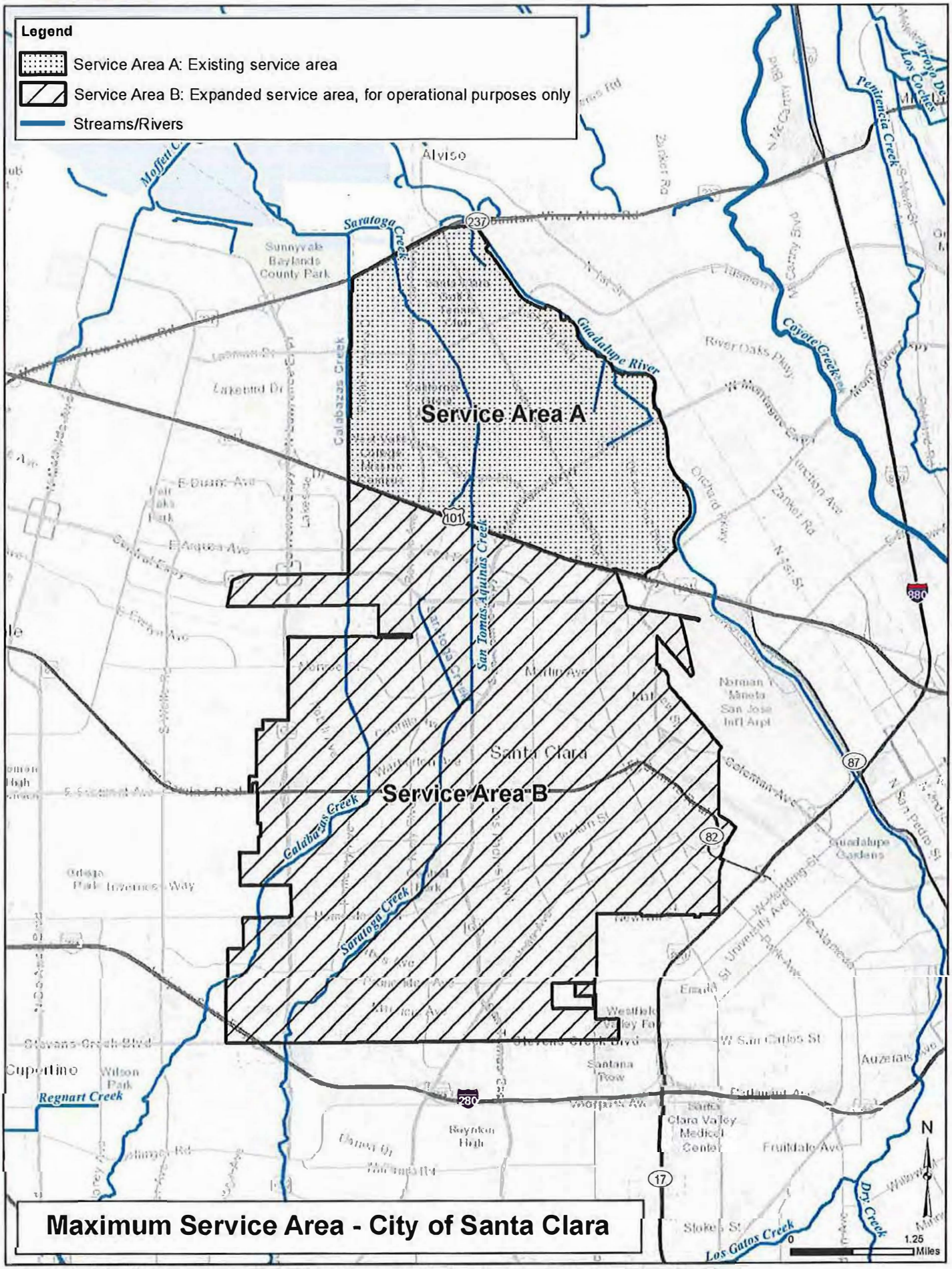
Attachment Q-2



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Amendment 4:
Asset Classification (Sec. 5.11)

Section 5.11. Classification of Existing System Assets.

Existing System Assets of the Regional Water System include the water storage, transmission, and treatment systems owned and operated by San Francisco in Tuolumne, Stanislaus, San Joaquin, Alameda, Santa Clara, San Mateo and San Francisco Counties. These assets are managed by either the Water Enterprise or the Hetch Hetchy Enterprise and the assets have been classified for purposes of cost allocation.

A. Water Enterprise Assets.

Water Enterprise assets are currently managed, operated, and maintained by the Water Enterprise and are generally located west of Alameda East Portal, in addition to the treatment facilities located at Tesla and the Thomas Shaft Emergency Disinfection Facility. These assets are classified as Direct Retail, Direct Wholesale, or Regional.

B. Hetch Hetchy Enterprise Assets.

Hetch Hetchy Enterprise assets are currently managed, operated and maintained by the Hetch Hetchy Enterprise and are generally located east of the Alameda East Portal of the Coast Range Tunnel in Sunol Valley, Alameda County. These assets are classified as Power-Only, Water-Only, or Joint, in accordance with Sections 5.08 and 5.09. Through the Wholesale Revenue Requirement, the Wholesale Customers pay Existing System Asset capital costs and operating expenses in accordance with Section 5.02.F and do not pay capital costs or operating expenses associated with assets classified as Direct Retail, Power-Only, and the Power-Related portion of Joint assets.

C. Attachment R Documents Classifications.

To facilitate WSA administration, Attachment R documents the classification of major Existing System Assets operated by the Hetch Hetchy Enterprise. Attachment R consists of three documents: R-1 Introduction, R-2 Special Classification of Discrete Projects for 2018 Amendment Purposes, and R-3 Major Hetch Hetchy Enterprise Existing System Assets. Attachment R may be modified as specified in Section 5.11.D and in the manner set forth in Section 2.03.C.

D. Attachment R-3, Major Hetch Hetchy Enterprise Existing System Assets, is Not Exhaustive.

Existing System Assets include, but are not limited to, land; fixed infrastructure such as dams, tunnels, buildings, water treatment plants and pipelines; equipment such as pumps and vehicles; and related appurtenances. Major Hetch Hetchy Enterprise Existing System Assets, and their classifications, are listed in Attachment R-3. Attachment R-3 does not include all assets of the Regional Water System, but represents the parties' best efforts to document major Hetch Hetchy Enterprise Existing System Assets that would incur capital costs and operating expenses subject to cost allocation. The classification of assets listed on R-3 may not be

changed during the Term, any Extension Term, and any renewal of the Agreement, however, Attachment R-3 may be modified by mutual agreement in accordance with Section 2.03.C to (1) add an asset that was inadvertently omitted, (2) to add a new asset, and (3) remove a destroyed or obsolete asset. In the event that the parties cannot agree on the classification of any omitted or new assets, the dispute shall be subject to arbitration under Section 8.01.

E. Attachment R-3, Major Hetch Hetchy Enterprise Existing System Assets, Classifications are Fixed.

The classification of the major Hetch Hetchy Enterprise Existing System Assets is fixed and shall control the allocation of capital costs and operating expenses for the remainder of the Term, any Extension Terms, and any renewal of the Agreement. However, changes may be proposed in accordance with subsection G below. Capital costs and operating expenses are meant to be inclusive of all costs related to assets, including, but not limited to, any alterations, additions, improvements, rehabilitation, replacement of assets, and equipment that is appurtenant thereto. Since asset classifications are fixed in Attachment R-3, asset classifications may not be modified by mutual agreement in accordance with Section 2.03.C.

F. Attachment R-2, Special Classification of Discrete Projects for 2018 Amendment Purposes.

Past, ongoing and future capital projects involving five Hetch Hetchy Enterprise Existing System Assets defined in Attachment R-2 have classifications that differ from the underlying asset classifications. These project-related classification changes shown on Attachment R-2 are part of the 2018 amendments to the Agreement and are not precedential for any other asset-related capital cost or operating expense. With the exception of the defined projects related to the five assets listed on R-2, the capital projects for all assets follow the asset classifications. Capital projects listed on Attachment R-2 must be approved by the SFPUC following necessary CEQA review.

G. Five Year Notice of Intent to Renegotiate Cost Allocation.

In the event San Francisco or the Wholesale Customers, which may be represented by BAWSCA, wish to propose and negotiate a change in Existing System Asset classifications, or a change in the Water-Related portion (45 percent) of Joint expenses, for the next Water Supply Agreement, such party must provide the other at least 5 years' written notice prior to the expiration of the Term or Extension Term, or the renewal of the Agreement. At a minimum, the noticing party must provide a comprehensive analysis of the financial and rate impacts of the proposed change at least two years prior to the expiration of the Term or Extension Term, or the renewal of the Agreement.

To meet this requirement, the parties may agree to jointly analyze, under a separate agreement, system capacity and usage, and/or new assets, as well as other possible alternative cost allocation methodologies. Either party may also unilaterally initiate such studies by consultants of their choice and bear all their own costs.

ATTACHMENT R-1

INTRODUCTION TO ATTACHMENT R

Attachment R is composed of three documents (1) this **R-1 Introduction to Attachment R**, (2) **R-2 Special Classification of Discrete Projects for 2018 WSA Amendment Purposes,** and (3) **R-3 Major Hetch Hetchy Enterprise Existing System Assets**. These R series attachments provide a record for purposes of maintaining the historical basis for the allocation of capital costs and operating expenses associated with Existing System Assets generally, with greater detail provided for major Hetch Hetchy Enterprise Existing System Assets due to the complexity of tracking the Water-Only, Power-Only, and Joint classifications as inputs to the Wholesale Revenue Requirement under Sections 5.08 and 5.09 of the Agreement.

Attachment R-2, Special Classification of Discrete Projects for 2018 WSA Amendment Purposes defines a limited number of capital projects involving five Hetch Hetchy Enterprise Existing System Assets where the parties have agreed to classify defined capital project costs separately from the assets' underlying classification listed on Attachment R-3. The classification listed in Attachment R-3 will continue to control the allocation of capital costs and operating expenses once the defined capital projects described in Attachment R-2 are complete.

Attachment R-3, Major Hetch Hetchy Enterprise Existing System Assets is a record of major assets at the "facility group" level (see below) as of January 1, 2019. The table contains six columns and 578 rows. The facility groups are broken down into individual facilities or assets. The facility group name and classification are provided for each asset. Assets listed on Attachment R-3 are classified as Joint, Water-Only, or Power-Only. Each asset is also assigned a unique identification ("ID") number for ease of reference. Attachment R-3 is not a complete record of all Hetch Hetchy Enterprise Existing System Assets.

<u>General Explanation of Classification</u>.
A "facility group" is a location where a group of facilities is located. A single facility may constitute a facility group. A "facility" is a primary asset in a facility group whose function determines its classification and the classification of appurtenances or sub-assets. An appurtenance is an asset or sub-asset that supports the function of the facility to which it is appurtenant. In most cases the classification of the appurtenance is determined by the classification of the facility to which the appurtenance belongs. The function of the appurtenance may not necessarily control its classification.

The classification of appurtenant assets generally follows the classification of the facility group served. These appurtenant assets include security, offices/housing, and utilities serving the facility group such as domestic water, wastewater, communications and solid waste disposal. Power distribution assets that provide power to a facility group (e.g. lower voltage power distribution lines) generally carry the classification of the facility group served, but do not include power generation or higher voltage transmission lines for export of power elsewhere, which remain classified as Power-Only. With limited exceptions for roads exclusively accessing Power-Only facilities, roads and bridges are classified as Joint because most roads serve multiple facilities or Joint facilities. Equipment and rolling stock are generally classified as Joint unless the asset has a specialized purpose serving the Power function. Capital costs and operating expenses related to Camp Mather are charged to Power in order to segregate these costs from the Wholesale Revenue Requirement.

ATTACHMENT R-2

SPECIAL CLASSIFICATION OF DISCRETE PROJECTS FOR 2018 WSA AMENDMENT PURPOSES

Asset	Asset Classification	Project	Project Classification[1]
Lower Cherry Aqueduct	Joint	Lower Cherry Aqueduct Project	Water[2]
Mountain Tunnel	Joint	Mountain Tunnel Interim Work	Water[3]
Mountain Tunnel	Joint	Mountain Tunnel Long Term Repairs	Water[3]
Mountain Tunnel	Joint	Mountain Tunnel Flow Control Facility (FCF) Project	Joint[5]
Kirkwood Penstock	Power	Kirkwood Penstock Project	Joint[4]
Moccasin Powerhouse Penstock	Power	Moccasin Penstock Project	Joint[4]
Moccasin Lower Dam	Water	Moccasin Dam Interim Repairs	Joint[5]
Moccasin Lower Dam	Water	Moccasin Dam Long-Term Improvements	Joint[5]

<u>These Project Classifications are Exceptions to the Fixed Asset Classifications in Attachment R-3</u>

Attachment R-3 lists major Hetch Hetchy Enterprise Existing System Assets and their agreed-upon classifications (Power, Joint or Water). The classification for all Existing System Assets is fixed and applies to all related expenditures, including capital, regulatory, operating and maintenance expenses, and whether the expenditure alters, rebuilds or replaces the asset, and any appurtenances.

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[1] Expires June 30, 2034
[2] Project capital costs may include costs incurred in FY 2013-14 and subsequent Fiscal Years until project is complete
[3] Project capital costs may include costs incurred in FY 2011-12 and subsequent Fiscal Years until project is complete
[4] Project capital costs may include costs incurred in FY 2009-10 and subsequent Fiscal Years until project is complete
[5] Project capital costs may include costs incurred in FY 2017-18 and subsequent Fiscal Years until project is complete

In 2018, the parties agreed to classify certain capital projects (but not the underlying asset classifications shown on Attachment R-3) for a select number of Hetch Hetchy Enterprise Existing System Assets. These projects are defined below. These project-related classification changes, shown on this Attachment R-2, are part of the 2018 amendments to the Agreement and are not precedential for any other asset-related capital cost or operating expense.

The capital costs for the projects defined below shall be allocated in accordance with the project classifications shown on this Attachment R-2 so long as the projects are approved by the SFPUC following necessary CEQA review. Once the project, as defined below, is complete and the Commission adopts a project administrative closeout resolution authorizing final payment to the contractor(s), the separate project classification expires and all subsequent capital costs and operating expenses related to the asset will follow the existing asset classification shown on Attachment R-3. The project classification exceptions will expire on June 30, 2034 and all future capital and operating costs and expenses will follow the asset classification, even if a project has not been completed by the SFPUC by that date.

Unless specified otherwise, the capital costs for each project specified below includes costs incurred by the SFPUC for the construction of the project using debt or revenue funding, along with all project-related planning costs, engineering costs, engineering services, costs to obtain project-related regulatory permits, fees for environmental consultants, mitigation costs, legal fees, and other costs that are required to construct and place the project in operation as a water conveyance or power generation facility, or to serve both functions. The allocation of project capital costs includes expenditures incurred in fiscal years prior to FY 2018-19 where noted.

Project Classification Descriptions[6]

1. **Lower Cherry Aqueduct Project** means repairs along the Lower Cherry Aqueduct system from and including the Cherry Creek Diversion Dam downstream to and including a connection to the pool behind Early Intake Dam, including expenditures incurred in FY 2013-14 and subsequent fiscal years until the project is complete.

2. **Mountain Tunnel Interim Work** means the investigations, interim repairs to the tunnel as well as improvements to access roads and adits for Adit 5/6 and Adit 8/9 already funded or included in the FY 2017-18 ten-year CIP, including expenditures incurred in FY 2011-12 and subsequent fiscal years until the project is complete.

3. **Mountain Tunnel Long Term Repairs** means repair or replacement of tunnel lining not performed as part of the Mountain Tunnel Interim Work, contact grouting of the entire tunnel lining, completion of hydraulic improvements, installation of steel lining in sections of the tunnel to accommodate increased pressure, extension of the siphon crossing under the South Fork of the Tuolumne River, an enlarged concrete portal and bulkhead at Early Intake, and roadway access improvements to tunnel entry points at the South Fork Tuolumne River crossing, Adit 8-9 and Adit 5-6. Project capital costs include costs incurred in FY 2011-12 and subsequent fiscal years until the project is complete.

[6] SFPUC and BAWSCA discussed and agreed to omit the following projects from this special project classification: 1) Early Intake Diversion Dam and Reservoir, 2) Moccasin Power Tunnel, and 3) Kirkwood Generator Bypass and Moccasin Generator #1 & 2 Bypasses. All capital costs and operating expenses related to these assets will follow the existing asset classification shown on Attachment R-3.

4. **Mountain Tunnel Flow Control Facility (FCF) Project** means construction of a FCF at the downstream end of Mountain Tunnel to reduce lining damage by eliminating the daily cycling between open channel and pressurized flow conditions inside the tunnel, and to allow access to the tunnel when the elevation of the water surface in Priest Reservoir is higher than the elevation of Priest Portal. The project consists of constructing a bypass tunnel, a FCF access shaft and related appurtenances, installing flow control valves and associated mechanical, electrical, and instrumentation as well as construction of a new Mountain Tunnel adit at Priest Reservoir, and a new access road to the FCF. The bypass will be fully steel lined to accommodate higher operating pressures, and a concrete plug will be constructed at the upstream end where water is diverted into the FCF. Project capital costs include costs incurred in FY 2017-18 and subsequent fiscal years until the project is complete.

5. **Kirkwood Penstock Project** means repair, rehabilitation or replacement of the penstock between the Canyon Portal Valve House and the outside of the northern wall of the Kirkwood Powerhouse. The Joint classification for this project would exclude valves, electronic controls and other appurtenances needed for power operations but not for delivery of water to the Bay Area. Project capital costs include costs incurred in FY 2009-10 and subsequent fiscal years until the project is complete.

6. **Moccasin Dam Interim Repairs** means repairs and improvements related to damage caused by the March 22, 2018 storm with the goal of returning the reservoir to service at a restricted water pool elevation. The interim measures include repairs and improvements to the Moccasin Creek Diversion Dam and Bypass, Moccasin Reservoir, access and automation improvements at Gate No. 3 Tower, the Lower Moccasin Dam Auxiliary Spillway, and the downstream channel of Moccasin Creek. Project capital costs include costs incurred in FY 2017-18 and subsequent fiscal years until the project is complete.

7. **Moccasin Dam Long-Term Improvements** means upgrading the Moccasin Reservoir facilities to meet long-term operational and dam safety needs, including the Lower Moccasin Dam, Moccasin Creek Diversion Dam, spillways, outlet works, and other appurtenant facilities, excluding the Moccasin Low Head Hydropower Plant and appurtenances. The work consists of repairs and upgrades to restore the capability to accommodate changes in flow associated with water delivery and power generation, provide hydraulic control for delivery of water to the Bay Area, permit the discharge of excess water downstream to Don Pedro Reservoir, and satisfy State regulatory requirements and guidelines. The Joint classification for this project would include all work, regardless of whether or not specific elements are required by the State of California. Project capital costs include costs incurred in FY 2017-18 and subsequent fiscal years until project is complete.

8. **Moccasin Penstock Project** means the repair, rehabilitation or replacement of the Moccasin Penstocks to ensure reliable water delivery to the Bay Area and support power generation at Moccasin Powerhouse. Project facilities would extend from the western end of the Moccasin Power Tunnel to the eastern wall of the Moccasin Powerhouse. The Joint classification for this project would exclude valves, electronic controls and other appurtenances needed for power operations but not for delivery of water to the Bay Area. Project capital costs include costs incurred in FY 2009-10 and subsequent fiscal years until the project is complete.

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
1	CPSCADA	Canyon Tunnel	CANYON PORTAL SCADA RTU (FUT.)	Joint	1
2	OSHCANTNL	Canyon Tunnel	OSHAUGHNESSY CANYON POWER TUNNEL	Joint	2
3	CV	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY DAMS AND BUILDINGS	Joint	3
4	CVBLDGS	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY BUILDINGS	Joint	4
5	CVFUEL	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY FUELING STATION	Joint	5
6	CVPS	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY PUMP STATION	Power	6
7	ELBAT	Cherry and Eleanor Dams/Compounds	ELEANOR BATTERY BANK	Joint	7
8	ELCOT	Cherry and Eleanor Dams/Compounds	COTTAGE, LAKE ELEANOR	Joint	8
9	ELDORM	Cherry and Eleanor Dams/Compounds	DORM, COOKHOUSE, GARAGE LAKE ELEANOR	Joint	9
10	ELDWSCT	Cherry and Eleanor Dams/Compounds	LAKE ELEANOR WATER TANK	Joint	10
11	ELEANOR	Cherry and Eleanor Dams/Compounds	LAKE ELEANOR EQUIPMENT	Joint	11
12	ELWHSE	Cherry and Eleanor Dams/Compounds	WAREHOUSE, LAKE ELEANOR	Joint	12
13	CVPSPRORLY	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY PUMP STATION PROTECTIVE RELAYS	Power	13
14	CVDM	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY DAM	Joint	14
15	CVDWS	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY DOMESTIC WATER SYSTEM	Joint	15
16	CVVH	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY VALVE HOUSE	Joint	16
17	ELNCHRTNL	Cherry and Eleanor Dams/Compounds	ELEANOR - CHERRY TUNNEL	Joint	17
18	ELNRDM	Cherry and Eleanor Dams/Compounds	ELEANOR DAM	Joint	18
19	ICP	Early Intake Dam and Reservoir	INTAKE CAMP EQUIPMENT AND GROUNDS	Joint	19
20	ICPCT	Early Intake Dam and Reservoir	INTAKE CAMP COTTAGES	Joint	20
21	ICPFUEL	Early Intake Dam and Reservoir	INTAKE CAMP FUELING SYSTEM	Joint	21
22	~~ICPLINERIGSH~~	~~Early Intake Dam and Reservoir~~	~~INTAKE CAMP LINEMENS RIGGING SHED BUILDING~~	~~NA~~	22
23	~~ICPMAIL~~	~~This row not included by SFPUC~~	~~INTAKE MAIL SHACK~~	~~NA~~	23
24	ICPSAND	Early Intake Dam and Reservoir	INTAKE CAMP SAND STORAGE BUILDING	Joint	24
25	ICPSEW	Early Intake Dam and Reservoir	INTAKE CAMP SEWAGE SYSTEM	Joint	25
26	ICPTV	Early Intake Dam and Reservoir	INTAKE CAMP TV SYSTEM	Joint	26
27	ICPWSTN	Early Intake Dam and Reservoir	INTAKE WEATHER STATION	Joint	27
28	IWSSCADA	Early Intake Dam and Reservoir	INTAKE DOMESTIC WATER SYS RTU	Joint	28
29	ICPEL	Early Intake Dam and Reservoir	INTAKE CAMP ELECTRICAL SYSTEM	Joint	29
30	ICPDWSBFP	Early Intake Dam and Reservoir	INTAKE DOMESTIC WATER BACK FLOW PREVENTERS, ICP	Joint	30
31	ICPPOOL	Early Intake Dam and Reservoir	INTAKE CAMP SWIMMING POOL	Joint	31
32	ICPWTS	Early Intake Dam and Reservoir	INTAKE CAMP WATER SYSTEM	Joint	32
33	ICPDM	Early Intake Dam and Reservoir	INTAKE CAMP DAM	Joint	33
34	INTRES	Early Intake Dam and Reservoir	INTAKE RESERVOIR	Joint	34
35	GPL	Holm Powerhouse	22.9KV-GRANITE PORTAL LINE	Power	35
36	H1	Holm Powerhouse	HOLM UNIT #1	Power	36
37	H1PRORLY	Holm Powerhouse	HPH UNIT #1 PROTECTIVE RELAYS	Power	37
38	H2	Holm Powerhouse	HOLM UNIT #2	Power	38
39	H2PRORLY	Holm Powerhouse	HPH UNIT #2 PROTECTIVE RELAYS	Power	39
40	HAX	Holm Powerhouse	HPH EXCITERS, GOVERNORS, TAIL RACE AND OTHER	Power	40
41	HL2TTGE	Holm Powerhouse	HPH LINE #2 TRANSFER TRIP GE	Power	41
42	HPH	Holm Powerhouse	HOLM POWERHOUSE	Power	42
43	HPHBATTERY	Holm Powerhouse	HPH BATTERY SYSTEM	Power	43
44	HPHPEN	Holm Powerhouse	HOLM POWERHOUSE PENSTOCK	Power	44
45	HPHPRORLYTMP	Holm Powerhouse	TEMP HOLING SPOT FOR PRO RLYS	Power	45
46	HPHRF#1	Holm Powerhouse	HOLM POWERHOUSE ROOF FAN #1	Power	46
47	HPHRF#2	Holm Powerhouse	HOLM POWERHOUSE ROOF FAN #2	Power	47
48	HPHWW	Holm Powerhouse	HPH TSOV, SLIDE GATES AT TAILRACE, ETC	Power	48
49	HPRORLY	Holm Powerhouse	HPH PROTECTIVE RELAYS	Power	49
50	HSPARES	Holm Powerhouse	ALL HOLM POWERHOUSE SPARES	Power	50
51	HVH	Holm Powerhouse	HOLM VALVE HOUSE	Power	51

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
52	CVPWRTNL	Holm Powerhouse	CHERRY POWER TUNNEL	Power	52
53	GPSCADA	Holm Powerhouse	GRANITE PORTAL SCADA RTU (FUT.)	Power	53
54	H1ASCADA	Holm Powerhouse	HPH UNIT 1 ANNUNCIATOR RTU	Power	54
55	H2ASCADA	Holm Powerhouse	HPH UNIT 2 ANNUNCIATOR RTU	Power	55
56	HPHSCADA	Holm Powerhouse	HOLM POWERHOUSE SCADA RTU	Power	56
57	HPHVMS	Holm Powerhouse	HPH VIBRATION MONITORING SYSTEM	Power	57
58	KPH2SCADA	Kirkwood Powerhouse	KPH PENSTOCK MONITORING SYS RTU	Power	58
59	KPH	Kirkwood Powerhouse	KIRKWOOD POWERHOUSE	Power	59
60	KPHB	Kirkwood Powerhouse	KPH BATHROOM	Power	60
61	KPHOFFICE	Kirkwood Powerhouse	KPH OPERATOR OFFICE	Power	61
62	KVH	Kirkwood Powerhouse	KIRKWOOD VALVE HOUSE	Joint	62
63	K1	Kirkwood Powerhouse	KIRKWOOD UNIT #1	Power	63
64	K1PRORLY	Kirkwood Powerhouse	KPH UNIT #1 PROTECTIVE RELAYS	Power	64
65	K2	Kirkwood Powerhouse	KIRKWOOD UNIT #2	Power	65
66	K2PRORLY	Kirkwood Powerhouse	KPH UNIT #2 PROTECTIVE RELAYS	Power	66
67	K3	Kirkwood Powerhouse	KIRKWOOD UNIT #3	Power	67
68	K3PRORLY	Kirkwood Powerhouse	KPH UNIT #3 PROTECTIVE RELAYS	Power	68
69	KAX	Kirkwood Powerhouse	KPH EXCITERS, GOVERNORS, TAIL RACE AND OTHER	Power	69
70	KAXBKR5211	Kirkwood Powerhouse	KPH BREAKER LOCATION 52-11 MATHER / ICP LINE	Power	70
71	KAXBKR5212	Kirkwood Powerhouse	KPH BREAKER LOCATION 52-12 CANYON PORTAL LINE	Power	71
72	KAXBKR5221	Kirkwood Powerhouse	KPH BREAKER LOCATION 52-21 MATHER / ICP LINE	Power	72
73	KAXBKR5222	Kirkwood Powerhouse	KPH BREAKER LOCATION 52-22 MATHER 22KV LINE	Power	73
74	KAXBKR52S1	Kirkwood Powerhouse	KPH1 BREAKER LOCATION 52-S1 STATION SERVICE	Power	74
75	KAXBKR52S2	Kirkwood Powerhouse	KPH2 BREAKER LOCATION 52-S2 STATION SERVICE	Power	75
76	KAXBKR52S3	Kirkwood Powerhouse	KPH3 BREAKER LOCATION 52-S3 STATION SERVICE	Power	76
77	KAXBKRBT	Kirkwood Powerhouse	KPH BREAKER LOCATION 52-BUS TIE	Power	77
78	KAXBKRBT23	Kirkwood Powerhouse	KPH BREAKER LOCATION 23-BUS TIE	Power	78
79	KAXBKRBT32	Kirkwood Powerhouse	KPH BREAKER LOCATION 32-BUS TIE	Power	79
80	KAXBKRSS1	Kirkwood Powerhouse	KPH1 BREAKER LOCATION 52-SS1 STATION SERVICE	Power	80
81	KAXBKRSS2	Kirkwood Powerhouse	KPH2 BREAKER LOCATION 52-SS2 STATION SERVICE	Power	81
82	KAXBKRSS3	Kirkwood Powerhouse	KPH3 BREAKER LOCATION 52-SS3 STATION SERVICE	Power	82
83	KAXBREAKERS	Kirkwood Powerhouse	KIRKWOOD POWERHOUSE BREAKERS	Power	83
84	KPHBATTERY	Kirkwood Powerhouse	KPH BATTERY SYSTEM	Power	84
85	KPHDCV	Kirkwood Powerhouse	KPH DELUGE CONTROL VALVE	Power	85
86	KPHGENBRK	Kirkwood Powerhouse	KPH SPARE GENERATOR BREAKER	Power	86
87	KPHOILFLT	Kirkwood Powerhouse	KPH PORTABLE XFMR OIL FILTER	Power	87
88	KPHPEN	Kirkwood Powerhouse	KIRKWOOD POWERHOUSE PENSTOCK	Power	88
89	KPHRF	Kirkwood Powerhouse	KPH RECIRCULATING FAN	Power	89
90	KPRORLY	Kirkwood Powerhouse	KPH PROTECTIVE RELAYS	Power	90
91	KSPARES	Kirkwood Powerhouse	ALL KIRKWOOD POWERHOUSE SPARES	Power	91
92	KPHAXWPV	Kirkwood Powerhouse	KPH AUX WHEEL PIT VENT	Power	92
93	KPHBYPSYS	Kirkwood Powerhouse	KPH GENERATOR BYPASS	Power	93
94	KPHWW	Kirkwood Powerhouse	KPH TSOV, SLIDE GATES AT TAILRACE, ETC	Power	94
95	K1ASCADA	Kirkwood Powerhouse	KPH UNIT 1 ANNUNCIATOR RTU	Power	95
96	K2ASCADA	Kirkwood Powerhouse	KPH UNIT 2 ANNUNCIATOR RTU	Power	96
97	KPH1SCADA	Kirkwood Powerhouse	KPH SCADA RTU	Power	97
98	VIBMONSYS	Kirkwood Powerhouse	ALL VIBRATION MONITORING SYSTEMS & EQUIPMENT	Power	98
99	KPHVMS	Kirkwood Powerhouse	KPH VIBRATION MONITORING SYSTEM	Power	99
100	KPHTRBMTR	Kirkwood Powerhouse	KPH TURBIDIMETER	Water	100
102	RAKERLANDS	Support Systems, Utilities and Other	RAKER ACT LANDS & US LAND APPLICATIONS	Joint	102
103	SJLANDS	Support Systems, Utilities and Other	SAN JOAQUIN COUNTY LANDS	Joint	103

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
104	STANISLANDS	Support Systems, Utilities and Other	STANISLAUS COUNTY LANDS	Joint	104
105	TUOLUMNELAN	Support Systems, Utilities and Other	TUOLUMNE & MARIPOSA COUNTY LANDS	Joint	105
106	CC	Lower Cherry Creek Aqueduct	CHERRY CREEK EQUIPMENT AND BUILDING	Joint	106
107	CCAQ	Lower Cherry Creek Aqueduct	CHERRY CREEK AQUEDUCT	Joint	107
108	CCDDM	Lower Cherry Creek Aqueduct	CHERRY CREEK DIVERSION DAM	Joint	108
109	CHDIVTUN	Lower Cherry Creek Aqueduct	CHERRY DIVERSION TUNNEL	Joint	109
110	CVDIVCANAL	Lower Cherry Creek Aqueduct	CHERRY TO INTAKE DIVERSION CANAL	Joint	110
118	MLSSCADA	Moccasin Administrative Compound	MOCCASIN LIFT STATION RTU	Joint	118
119	MPHWS	Moccasin Administrative Compound	MOCCASIN WEATHER STATION	Joint	119
120	MWSSCADA	Moccasin Administrative Compound	MOCCASIN DOMESTIC WATER SYS RTU	Joint	120
121	EQP-HH	Moccasin Administrative Compound	NON-AUTOMOTIVE EQUIPMENT	Joint	121
122	ETESTEQUIP	Moccasin Administrative Compound	ELECTRONIC TEST EQUIPMENT	Joint	122
126	MCPARC	Moccasin Administrative Compound	MOCCASIN ARCHIVES / RECORDS OFFICE	Joint	126
127	MCPBH	Moccasin Administrative Compound	MOCCASIN BUNKHOUSE	Joint	127
128	MCPBLPRK	Moccasin Administrative Compound	MOCCASIN CAMP BALL PARK	Joint	128
129	MCPCARP	Moccasin Administrative Compound	MOCCASIN CARPENTER SHOP BUILDING	Joint	129
130	MCPCARPORT	Moccasin Administrative Compound	SHOP AREA CAR PORTS	Joint	130
131	MCPCH	Moccasin Administrative Compound	MOCCASIN CLUBHOUSE/ADMIN. BLDG.	Joint	131
132	MCPCM	Moccasin Administrative Compound	MOCCASIN CONSTRUCTION MANAGEMENT OFFICES, MOCCASIN	Joint	132
133	MCPCOT10	Moccasin Administrative Compound	COTTAGE 10	Joint	133
134	MCPCOT13	Moccasin Administrative Compound	CMB SURVEY ADMINISTRATIVE OFFICE	Joint	134
135	MCPCOT14	Moccasin Administrative Compound	ITS ADMINISTRATIVE OFFICE	Joint	135
136	MCPCOT15	Moccasin Administrative Compound	GUEST COTTAGE 15	Joint	136
137	MCPCOT16	Moccasin Administrative Compound	MOCCASIN FINANCE OFFICE	Joint	137
138	MCPCOT17	Moccasin Administrative Compound	TRAINING OFFICE	Joint	138
139	MCPCOT18	Moccasin Administrative Compound	EXERCISE BUILDING	Joint	139
140	MCPCOT36	Moccasin Administrative Compound	WATERSHED ADMINISTRATIVE OFFICE	Joint	140
141	MCPCOT41	Moccasin Administrative Compound	GUEST COTTAGE 41	Joint	141
142	MCPCRDBRD	Moccasin Administrative Compound	MCP CARDBOARD COMPACTOR	Joint	142
143	MCPCT	Moccasin Administrative Compound	MOCCASIN CAMP COTTAGES	Joint	143
144	MCPELEC	Moccasin Administrative Compound	MOCCASIN CAMP ELECTRIC SHOP	Joint	144
145	MCPENG	Moccasin Administrative Compound	MOCCASIN ENGINEERING OFFICE	Joint	145
146	MCPFIREGAR	Moccasin Administrative Compound	MOCCASIN FIRE TRUCK GARAGE	Joint	146
147	MCPFLDOFF	Moccasin Administrative Compound	MOCCASIN FIELD OFFICE BUILDING	Joint	147
148	MCPFUEL	Moccasin Administrative Compound	MOCCASIN CAMP FUELING STATION	Joint	148
149	MCPGARD	Moccasin Administrative Compound	MOCCASIN GARDENERS SHOP	Joint	149
150	MCPGREENHS	Moccasin Administrative Compound	MOCCASIN GREENHOUSE	Joint	150
151	MCPLINE	Moccasin Administrative Compound	MOCCASIN POWER LINE SHOP BUILDING	Power	151
152	MCPMACHSP	Moccasin Administrative Compound	MOCCASIN MACHINE AND AUTO SHOP BLDG	Joint	152
153	MCPMERC	Moccasin Administrative Compound	MOCCASIN EMERGENCY RESPONSE CENTER	Joint	153
154	MCPMNTFAC	Moccasin Administrative Compound	MOCCASIN MAINTENANCE FACILITY	Joint	154
156	MCPOMPH	Moccasin Administrative Compound	MOCC CAMP OLD MOCCASIN POWERHOUSE: Long term storage	Joint	156
157	MCPPAINTSP	Moccasin Administrative Compound	MOCCASIN CAMP PAINT SHOP	Joint	157
158	~~MCPPLAN~~	Moccasin Administrative Compound	PLANNING AND SCHEDULING BUILDING	Joint	158
159	MCPPLUMB	Moccasin Administrative Compound	MOCCASIN PLUMBERS SHOP	Joint	159
160	MCPPOOL	Moccasin Administrative Compound	MOCCASIN CAMP SWIMMING POOL	Joint	160
161	MCPRECFAL	Moccasin Administrative Compound	MOCCASIN RECREATIONAL FACILITY	Joint	161
162	MCPSAWMIL	Moccasin Administrative Compound	MOCCASIN SAWMILL FACILITY	Joint	162
163	MCPSCADATRLR	Moccasin Administrative Compound	MOCCASIN SCADA TRAILER, MOCCASIN	Joint	163
164	MCPSCHOOL	Moccasin Administrative Compound	MOCCASIN SCHOOL BUILDING	Joint	164
165	MCPSEWLIFT1	Moccasin Administrative Compound	MOCCASIN CAMP SEWAGE LIFT STATION 1	Joint	165

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
166	MCPSEWSYS	Moccasin Administrative Compound	MOCCASIN CAMP SEWAGE SYSTEM	Joint	166
167	MCPTECH	Moccasin Administrative Compound	MOCCASIN CAMP TECH SHOP	Joint	167
168	MCPTGSTMPFAC	Moccasin Administrative Compound	MOCCASIN TEMPORARY GUEST ACCOMMODATIONS	Joint	168
169	MCPTOOLRM	Moccasin Administrative Compound	MOCCASIN TOOL ROOM BUILDING	Joint	169
170	MCPUEB	Moccasin Administrative Compound	MOCCASIN Bldg 57	Joint	170
171	MCPWHSE	Moccasin Administrative Compound	MOCCASIN WAREHOUSE & SHOPS BLDG	Joint	171
173	MCPSL	Moccasin Administrative Compound	MOCCASIN CAMP STREET LIGHTS	Joint	173
174	MCPDWS	Moccasin Administrative Compound	MOCCASIN DOMESTIC WATER SYSTEM	Joint	174
175	MCPDWSBFP	Moccasin Administrative Compound	MOCCASIN DOMESTIC WATER SYSTEM BACK FLOW PREVENTER	Joint	175
176	ELECTDVCS	Moccasin Administrative Compound	SMALL ELECTRONIC DEVICES AND EQUIPMENT, MOCCASIN	Joint	176
177	MCPWQ2	Moccasin Administrative Compound	MCP WATER QUALITY BUILDING 2	Water	177
178	MCPWQLABS	Moccasin Administrative Compound	MCP WATER QUALITY LABS	Water	178
179	MPFLOSCADA	Moccasin Powerhouse	MPH PENSTOCK FLOW MTRING SCADA RTU	Power	179
180	MPH	Moccasin Powerhouse	MOCCASIN POWERHOUSE	Power	180
181	MPHAUXCMP	Moccasin Powerhouse	MPH AUX. AIR COMPRESSOR	Power	181
182	MPHCR	Moccasin Powerhouse	MPH MAIN CONTROL ROOM	Joint	182
183	MPHHWT	Moccasin Powerhouse	MOCCASIN POWERHOUSE HOT WATER TANK	Joint	183
184	MPHOILROOM	Moccasin Powerhouse	MPH OIL TREATMENT ROOM	Power	184
185	MPHSTOR	Moccasin Powerhouse	MOCCASIN PH STORAGE BUILDING	Power	185
186	M1	Moccasin Powerhouse	MOCCASIN UNIT #1	Power	186
187	M1PRORLY	Moccasin Powerhouse	MPH UNIT #1 PROTECTIVE RELAYS	Power	187
188	M2	Moccasin Powerhouse	MOCCASIN UNIT #2	Power	188
189	M2PRORLY	Moccasin Powerhouse	MPH UNIT #2 PROTECTIVE RELAYS	Power	189
190	MAX	Moccasin Powerhouse	MPH EXCITERS, GOVERNORS, TAIL RACE AND OTHER	Power	190
191	MAX52BT	Moccasin Powerhouse	52-BT BUS TIE CIRCUIT BREAKER LOCATION	Power	191
192	MAXBRK	Moccasin Powerhouse	MOCCASIN POWERHOUSE CIRCUIT BREAKERS	Power	192
193	MAXBRKSS1	Moccasin Powerhouse	52-SS1 STATION SERVICE CIRCUIT BREAKER LOCATION	Power	193
194	MAXBRKSS2	Moccasin Powerhouse	VILLAGE XFMR 52-SS2 STATION SERVICE LOCATION	Power	194
195	MBRK52S1	Moccasin Powerhouse	52-S1 CIRCUIT BREAKER LOCATION	Power	195
196	MBRK52S2	Moccasin Powerhouse	52-S2 CIRCUIT BREAKER LOCATION	Power	196
197	MPHBATTERY	Moccasin Powerhouse	MPH BATTERY SYSTEM	Power	197
198	MPHDELVAL	Moccasin Powerhouse	MPH DELUGE VALVE SYSTEM	Power	198
199	MPHMCB	Moccasin Powerhouse	MPH MAIN CONTROL BOARD	Power	199
200	MPHPEN	Moccasin Powerhouse	MOCCASIN POWERHOUSE PENSTOCK	Power	200
201	MPRORLY	Moccasin Powerhouse	MPH PROTECTIVE RELAYS	Power	201
202	MSPARES	Moccasin Powerhouse	ALL MPH SPARE EQUIPMENT	Power	202
203	MSY	Moccasin Powerhouse	MOCCASIN SWITCHYARD	Power	203
204	MSYLIGHTS	Moccasin Powerhouse	MSY MERCURY VAPOR LIGHTS	Power	204
205	PWRSCHED	Moccasin Powerhouse	MPH POWER SCHEDULING COMPUTERS	Power	205
206	MOCCPWTUS	Moccasin Powerhouse	MOCCASIN POWER TUNNEL SURGE SHAFT	Power	206
207	MPHBYPSYS1	Moccasin Powerhouse	MPH GENERATOR BYPASS #1	Power	207
208	MPHBYPSYS2	Moccasin Powerhouse	MPH GENERATOR BYPASS #2	Power	208
209	MPHWW	Moccasin Powerhouse	MPH TSOV, SLIDE GATES AT TAILRACE, ETC	Power	209
210	BNVMSCPU	Moccasin Powerhouse	BENTLY-NEVADA VIBRATION MONITORING SYS CENTRAL PRO	Power	210
211	MPHSCADA	Moccasin Powerhouse	MOCCASIN POWERHOUSE SCADA RTU	Power	211
212	PMBSCADA	Moccasin Powerhouse	PG&E MAIL BOX SCADA RTU	Power	212
213	MLHSCADA	Moccasin Administrative Compound	MOCCASIN LOW-HEAD PWR STA SCADA RTU	Power	213
214	MLHVMS	Moccasin Administrative Compound	MOCC. LOWHEAD VIBRATION MONITORING SYSTEM	Power	214
215	MPHVMS	Moccasin Administrative Compound	MPH VIBRATION MONITORING SYSTEM	Power	215
216	MLH	Moccasin Administrative Compound	MOCCASIN LOW HEAD POWER PLANT	Power	216
217	MLHPEN	Moccasin Administrative Compound	MOCCASIN LOWHEAD PENSTOCK	Power	217

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218	M3	Moccasin Administrative Compound	MOCCASIN LOWHEAD UNIT	Power	218
219	MLHBATTERY	Moccasin Administrative Compound	MOCCASIN LOW-HEAD BATTERY SYS	Power	219
220	MLHMCB	Moccasin Administrative Compound	MOCC LOWHEAD MAIN CONTROL BOARD	Power	220
221	MLHPRORLY	Moccasin Administrative Compound	MLH PROTECTIVE RELAYS	Power	221
222	MLHTS	Moccasin Administrative Compound	MOCCASIN LOW HEAD TELEPHONE SYSTEM	Power	222
223	MPHRESBYP	Moccasin Administrative Compound	MOCCASIN RESERVOIR BYPASS	Water	223
224	MLHPRGCTRL	Moccasin Administrative Compound	MLH PROGRAMABLE CONTROLLER	Power	224
225	MCPFHDWM	Moccasin Administrative Compound	DOMESTIC WATER METERS / HATCHERY	Joint	225
226	MCPBR	Moccasin Administrative Compound	MCP TIMBER BRIDGE / TRASH RACK	Water	226
227	MCPCANAL	Moccasin Administrative Compound	MOCCASIN CANAL	Water	227
228	MCPRES	Moccasin Administrative Compound	MOCCASIN CAMP RESERVOIR	Water	228
229	MOCCLDM	Moccasin Administrative Compound	MOCCASIN LOWER DAM, MOCCASIN	Water	229
230	MOCCUDM	Moccasin Administrative Compound	MOCCASIN CREEK UPPER DIVERSION DAM , MOCCASIN	Water	230
231	MG3SCADA	~~Moccasin Administrative Compound~~	~~MOCCASIN GATE NO. 3 RTU~~	~~NA~~	231
232	FTHTNLJACPU	Moccasin Administrative Compound	MOCCASIN RESERVOIR TURBIDITY SUPPLY JACK PUMP SITE	Water	232
233	KBP	Mountain Tunnel	KIRKWOOD/INTAKE BYPASS SYSTEM	Joint	233
234	MTNTNLDIV	Mountain Tunnel	MOUNTAIN TUNNEL AND ADITS	Joint	234
235	SF	Mountain Tunnel	SOUTH FORK EQUIPMENT & BUILDINGS	Joint	235
236	SFFUEL	Mountain Tunnel	SOUTH FORK FUELING STATION	Joint	236
237	SFOFF	Mountain Tunnel	SOUTH FORK OFFICE BUILDING	Joint	237
238	MT1-2AD	Mountain Tunnel	MTN TNL DIV 1-2 TUNNEL ACCESS	Joint	238
239	MT3-4AD	Mountain Tunnel	MTN TNL DIV 3-4 TUNNEL ACCESS	Joint	239
240	MT5-6AD	Mountain Tunnel	MTN TNL DIV 5-6 TUNNEL ACCESS	Joint	240
241	MT8-9AD	Mountain Tunnel	MTN TNL DIV 8-9 TUNNEL ACCESS	Joint	241
242	MTBIGCRSH	Mountain Tunnel	MTN TNL DIV BIG CREEK SHAFT,	Joint	242
243	MTDSFC	Mountain Tunnel	SOUTH FORK CROSSING	Joint	243
244	MTEIAD	Mountain Tunnel	MTN TNL DIV ACCESS AT EARLY INTAKE	Joint	244
TBD		Mountain Tunnel	Flow Control Facility	Joint	TBD
245	MTPROUT	Mountain Tunnel	Mountain Tunnel Priest Outlet	Joint	245
246	MTSECGROT	Mountain Tunnel	MTN TNL DIV SECOND GARROTE SHAFT,	Joint	246
247	SFDWS	Mountain Tunnel	SOUTH FORK DOMESTIC WATER SYSTEM	Joint	247
248	OSHSCADA	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DAM RTU	Joint	248
249	OSHSG	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY STREAM GAUGE	Joint	249
250	OSHWSTN	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY WEATHER STATION	Joint	250
251	OSH	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DAM AND AREA BLDGS.	Joint	251
252	OSHCT	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY COTTAGES	Joint	252
253	OSHEL	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY CAMP ELECTRICAL	Joint	253
254	OSHEQP	O'Shaughnessy Dam and Reservoir/Compou	ALL OSHAUGHNESSY EQUIPMENT	Joint	254
255	OSHDIVTNL	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DIVERSION TUNNEL	Joint	255
256	OSHDM	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DAM	Joint	256
257	OSHDMWELLAU	O'Shaughnessy Dam and Reservoir/Compou	OSH DOMESTIC WELL AUXILIARY BUILDING	Joint	257
258	OSHDWS	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DAM DOMESTIC WTR SYS	Joint	258
259	OSHDWSBFP	O'Shaughnessy Dam and Reservoir/Compou	OSH DOMESTIC WATER BACK FLOW PREVENTERS, OSH	Joint	259
260	OSHDWW	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DOMESTIC WATER WELL SYSTEM, OSH	Joint	260
261	OSHFUEL	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY FUELING STATION	Joint	261
262	OSHG1	O'Shaughnessy Dam and Reservoir/Compou	OSH DAM GALLERY #1	Joint	262
263	OSHG2	O'Shaughnessy Dam and Reservoir/Compou	OSH DAM GALLERY #2	Joint	263
264	OSHGAR5	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY GARAGE #5	Joint	264
265	OSHGAR7	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY GARAGE #7	Joint	265
266	~~OSHRCKSCRN~~	~~O'Shaughnessy Dam and Reservoir/Compou~~	~~ROCK SCREENING PLANT~~	~~NA~~	266
267	OSHSEWSYS	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY SEWAGE SYSTEM	Joint	267

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268	OSHSTORE3	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY STORE HOUSE 3	Joint	268
269	OSHSTORE6A	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY STORE HOUSE 6-A	Joint	269
270	OSHWDSHD3A	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY WOODSHED 3-A	Joint	270
271	OSHWH12	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY WAREHOUSE #12	Joint	271
272	OSHWLHSE	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY WELL HOUSE	Joint	272
273	OSHWTRSHED	~~O'Shaughnessy Dam and Reservoir/Compou~~	~~HETCH HETCHY RESERVOIR WATERSHED water quality activities~~	~~NA~~	273
274	OWQSCADA	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY WATER QUALITY RTU	Water	274
275	OLDOAKYD	Facilities West of Moccasin Gate Tower	120/240V-OLD OAKDALE YARD LINE	Joint	275
276	OAKCT	Facilities West of Moccasin Gate Tower	OAKDALE EMPLOYEE COTTAGE	Joint	276
277	OAKDALE	Facilities West of Moccasin Gate Tower	OLD OAKDALE YARD	Joint	277
278	OAKGAR	Facilities West of Moccasin Gate Tower	OAKDALE GARAGE	Joint	278
279	OAKLINE	Facilities West of Moccasin Gate Tower	OAKDALE LINE SHOP BUILDING	Joint	279
280	OAKOFFICE	Facilities West of Moccasin Gate Tower	OAKDALE OFFICE BUILDING	Joint	280
281	OAKWHSE	Facilities West of Moccasin Gate Tower	OAKDALE WAREHOUSE BUILDING	Joint	281
282	CPL	Support Systems, Utilities and Other	2.4KV-CANYON PORTAL LINE	Joint	282
283	CRL	Support Systems, Utilities and Other	22.9KV-CHERRY RIDGE LINE	Joint	283
284	CRLC	Support Systems, Utilities and Other	22.9KV-CHERRY COMP TO RISER AC~~C~~ROSS DAM LINE	Joint	284
285	CRLCH	Support Systems, Utilities and Other	22.9KV-CHERRY COMPOUND LINE	Joint	285
286	HL	Support Systems, Utilities and Other	22.9KV-HOLM LINE	Joint	286
287	ICL	Support Systems, Utilities and Other	22.9KV-INTAKE CAMP LINE	Joint	287
288	~~INTCMP~~	~~Support Systems, Utilities and Other~~	~~(OLD) INTAKE CAMP LINE~~	~~NA~~	288
289	INT-OSH	Support Systems, Utilities and Other	22.9KV-INTAKE TO OSH LINE	Joint	289
290	IRL	Support Systems, Utilities and Other	22.9KV-INTAKE RADIO SITE LINE	Joint	290
291	~~KRT~~	~~Support Systems, Utilities and Other~~	~~(OLD) KPH TO RIDGE LINE TIE LINE~~	~~NA~~	291
292	MATA	~~Support Systems, Utilities and Other~~	~~MATHER "A" LINE~~	~~Power~~	292
293	MATB	~~Support Systems, Utilities and Other~~	~~2.4KV-MATHER "B" LINE~~	~~Power~~	293
294	MCPA	Support Systems, Utilities and Other	2.4KV-MOCCASIN CAMP "A" LINE	Joint	294
295	MCPB	Support Systems, Utilities and Other	2.4KV-MOCCASIN CAMP "B" LINE	Joint	295
296	MPL	Support Systems, Utilities and Other	2.4KV-MOCCASIN PEAK LINE	Joint	296
297	OAKPORT	Support Systems, Utilities and Other	120/240V-OAKDALE PORTAL LINE	Water	297
298	POLES	Support Systems, Utilities and Other	DISTRIBUTION POLE LINES	Joint	298
299	PRL	Support Systems, Utilities and Other	2.4KV-PRIEST RESERVOIR LINE	Joint	299
300	PRLN	Support Systems, Utilities and Other	PRIEST RESERVOIR COMM/SIGNAL LINE	Joint	300
301	~~RLT~~	~~Support Systems, Utilities and Other~~	~~(OLD) RIDGE LINE TIE LINE~~	~~NA~~	301
302	RRLINE	Support Systems, Utilities and Other	120/240V-ROCK RIVER LINE	Water	302
303	SJVHLN	Support Systems, Utilities and Other	120/240V-SAN JOAQUIN VALVE HOUSE LINE	Water	303
304	MAXBRKVT1	Support Systems, Utilities and Other	VILLAGE XFMR 1, CIRCUIT BREAKER, MPH1 LOCATION	Joint	304
305	MAXBRKVT2	Support Systems, Utilities and Other	VILLAGE XFMR 2 CIRCUIT BREAKER LOCATION	Joint	305
306	TESLP	Support Systems, Utilities and Other	12KV-TESLA PORTAL LINE	Water	306
307	INTHSFPWLACV	Support Systems, Utilities and Other	TOP INTAKE HILL/ SOUTH FORK RIVER TOWER LINE ROADS	Joint	307
308	ISYL	Support Systems, Utilities and Other	22.9KV-INTAKE SWITCHYARD LINE	Power	308
309	ISYOILFLT	Support Systems, Utilities and Other	TRAILER MOUNTED OIL FILTER	Power	309
310	ISYPLCCOMM	Support Systems, Utilities and Other	ISY POWER LINE CARRIER EQUIP	Power	310
312	ISY	Support Systems, Utilities and Other	INTAKE SWITCHYARD	Power	312
313	ISYB	Support Systems, Utilities and Other	ISY BOGUE UNIT	Power	313
314	ISYBUSTIE	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. BUS TIE	Power	314
315	ISYCRB	Support Systems, Utilities and Other	INTAKE SWITCHYARD CONTROL ROOM/BUILDING	Power	315
316	ISYLIGHTS	Support Systems, Utilities and Other	SWITCHYARD LIGHTS	Power	316
317	ISYLINE1	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 1	Power	317
318	ISYLINE10	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 10	Power	318
319	ISYLINE11	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 11	Power	319

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320	ISYLINE2	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 2	Power	320
321	ISYLINE2.4	Support Systems, Utilities and Other	INTAKE CAMP LINE 2.4KV	Power	321
322	ISYLINE5	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 5	Power	322
323	ISYLINE6	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 6	Power	323
324	ISYLINE9	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 9	Power	324
325	ISYPRORLY	Support Systems, Utilities and Other	ISY PROTECTIVE RELAYS	Power	325
326	LINE11TWR	Support Systems, Utilities and Other	TRANSMISSION TOWERS, LINE 11	Power	326
327	LINE1-2TWR	Support Systems, Utilities and Other	TOWERS FOR TRANSMISSION LINES 1 & 2	Power	327
328	LINE3-4TWR	Support Systems, Utilities and Other	TRANSMISSION TOWERS, LINES 3 & 4	Power	328
329	LINE5-6TWR	Support Systems, Utilities and Other	TRANSMISSION TOWERS, LINES 5 & 6	Power	329
330	LINE7-8TWR	Support Systems, Utilities and Other	TRANSMISSION TOWERS, LINES 7 & 8	Power	330
331	LINE910TWR	Support Systems, Utilities and Other	TRANSMISSION TOWERS, LINES 9 & 10	Power	331
333	MSYLINE3	Support Systems, Utilities and Other	MSY H.V. LINE 3	Power	333
334	MSYLINE4	Support Systems, Utilities and Other	MSY H.V. LINE 4	Power	334
335	MSYLINE5	Support Systems, Utilities and Other	MSY H.V. LINE 5	Power	335
336	MSYLINE6	Support Systems, Utilities and Other	MSY H.V. LINE 6	Power	336
337	122OSS	Support Systems, Utilities and Other	OAKDALE SUBSTATION (TID)	Power	337
338	CSPRORLY	Support Systems, Utilities and Other	CALAVERUS SUBSTATION PROTECTIVE RELAYS	Power	338
339	CSSPARES	Support Systems, Utilities and Other	ALL CAL SUB SPARE EQUIPMENT	Power	339
340	MID_TID_SUBS	Support Systems, Utilities and Other	NON HETCH HETCHY SUBSTATIONS	Power	340
341	ROP	Support Systems, Utilities and Other	ROP SWITCH ROOM	Power	341
342	STSUB	Support Systems, Utilities and Other	STANDIFORD SUBSTATION, MODESTO	Power	342
343	DAVISSUB	~~This row not included by SFPUC~~	~~DAVIS SUB STATION~~	~~NA~~	343
344	WDCALSUB	Support Systems, Utilities and Other	CALAVERAS SUBSTATION	Power	344
345	ISYSCADA	Support Systems, Utilities and Other	INTAKE SWITCHYARD SCADA RTU	Power	345
346	CALSCADA	Support Systems, Utilities and Other	CALAVERAS SUB SCADA RTU	Power	346
347	ROPREVMTR	Support Systems, Utilities and Other	JEM TWO ELEMENT METER	Power	347
348	ROPREVREC	Support Systems, Utilities and Other	ROP REVNUE METERING RECORDER	Power	348
349	TISSCADA	Support Systems, Utilities and Other	TREASURE ISLAND SCADA RTU	Power	349
350	REVMETERS	Support Systems, Utilities and Other	PROJECT BILLABLE REVENUE METERS	Power	350
351	PRSTSCADA	Priest Regulating Dam and Reservoir	PRIEST RESERVOUR SCADA RTU	Power	351
352	WPVSCADA	Priest Regulating Dam and Reservoir	WEST PORTAL VALVEHOUSE RTU	Power	352
353	PRBYPASS	Priest Regulating Dam and Reservoir	PRIEST BYPASS SYSTEM FROM MTN TUNNEL TO GATE TOWER	Joint	353
354	PRCANAL	Priest Regulating Dam and Reservoir	PRIEST CANAL	Power	354
355	AUXBUIER	Priest Regulating Dam and Reservoir	PRIEST RES. AUXILIARY BUILDING ELECTRICAL ROOM	Joint	355
356	AUXBUIGR	Priest Regulating Dam and Reservoir	PRIEST RES. AUXILIARY BUILDING GENERATOR ROOM	Joint	356
357	AUXBUIMR	Priest Regulating Dam and Reservoir	PRIEST RES. AUXILIARY BUILDING MECHANICAL ROOM	Joint	357
358	PRGTTWRMN	Priest Regulating Dam and Reservoir	PRIEST GATE TOWER MAIN , PRIEST	Power	358
360	PRMCPWLCRDCV	Support Systems, Utilities and Other	PRIEST TO MOCCASIN POWER LINE ROADS	Power	360
361	PRSRES	Priest Regulating Dam and Reservoir	PRIEST RESERVOIR	Power	361
362	WESTPORTAL	Priest Regulating Dam and Reservoir	WEST PORTAL EQUIPMENT	Power	362
363	MOCCPWTUN	Priest Regulating Dam and Reservoir	MOCCASIN POWER TUNNEL	Power	363
364	PRIESTCOTT	Priest Regulating Dam and Reservoir	PRIEST COTTAGE	Joint	364
365	PRIESTDM	Priest Regulating Dam and Reservoir	PRIEST DAM	Power	365
366	PRWT1	Priest Regulating Dam and Reservoir	PRIEST DOMESTIC WATER TANK	Joint	366
~~367~~	~~MCPSTORE~~		~~MOCCASIN GENERAL STORE BLDG~~		367
~~368~~	~~KPHASS~~		~~KIRKWOOD P.H. AUTO SPRINKLER SYSTEM~~		368
~~369~~	~~ELSURVCAB~~		~~ELEANOR-MIGUEL MEADOW SURVEY CABIN~~		369
~~370~~	~~GRP~~		~~(OLD) GRANITE PORTAL LINE~~		370
~~371~~	~~JONESPOINT~~		~~JONES POINT MICROWAVE COMMUNICATION SITE~~		371
~~372~~	~~JPCSBATA~~		~~JONES POINT BATTERY BANK *A* (3-12 VOLT GELL CELL~~		372

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~~373~~	~~JPCSBATB~~		~~JONES POINT BATTERY BANK *B* (3-12 VOLT GELL CELL~~		373
~~374~~	~~JPCSBLDG~~		~~JONES POINT COMM SITE EQUIP BUILDING~~		374
~~375~~	~~JPDISH1~~		~~JONES PIONT ANTENNA DISH PATH 1 TO DUCKWALL REPEAT~~		375
~~376~~	~~JPDISH2~~		~~JONES PIONT ANTENNA DISH PATH 2 TO INTAKE SWITCHYA~~		376
~~377~~	~~JPPVCTRLA~~		~~JONES POINT PHOTOVOLTAIC CHARGER CONTROL BATTERY B~~		377
~~378~~	~~JPPVCTRLB~~		~~JONES POINT PHOTOVOLTAIC CHARGER CONTROL BATTERY B~~		378
~~379~~	~~JPSOLPNLA~~		~~JONES POINT SOLAR PANNELS *A*~~		379
~~380~~	~~JPSOLPNLB~~		~~JONES POINT SOLAR PANNELS *B*~~		380
~~381~~	~~JPTOWER~~		~~JONES PIONT TOWER STRUCTURE~~		381
~~382~~	~~JPTXALARM~~		~~JONES POINT REPEATER TRANSMIT ALARM UNIT~~		382
~~383~~	~~MCPTV~~		~~MOCCASIN CABLE TELEVISION SYS~~		383
~~384~~	~~OAKLAND~~		~~OAKLAND EQUIPMENT AND BUILDINGS~~		384
~~385~~	~~BMIS~~		~~MAINFRAME COMPUTER IN S.F.~~		385
~~386~~	~~HH-RRAS~~		~~ASSETS THAT ARE RETIRED OR NO LONGER IN SERVICE~~		386
~~387~~	~~SANFRAN~~		~~SAN FRANCISCO EQUIPMENT & BUILDINGS~~		387
~~388~~	~~VALDIV~~		~~VALLEY DIVISION EQUIPMENT~~		388
~~389~~	~~1155MKT~~		~~1155 MARKET STREET~~		389
~~390~~	~~COLLEGE~~		~~SF CITY COLLEGE~~		390
~~391~~	~~MOSCONE~~		~~MOSCONE CENTER~~		391
~~392~~	~~TESCT~~		~~TESLA COTTAGE~~		392
~~393~~	~~TESGAR~~		~~TESLA GARAGE~~		393
~~394~~	~~TESLAFUEL~~		~~TESLA PORTAL FUELING STATION~~		394
395	MOCCPENSRDCV	Support Systems, Utilities and Other	MOCCASIN CAMP PENSTOCK SOUTH SIDE ROAD CULVERT	Joint	395
396	PRIESTAUXBUI	Support Systems, Utilities and Other	PRIEST RES. AUXILIARY BUILDING, CONTROL ROOM, SUBS	Joint	396
397	PRIESTDIRDCV	Support Systems, Utilities and Other	PRIEST DIRT ROADS PRIEST CULVERT	Joint	397
398	PRIESTDIRTRD	Support Systems, Utilities and Other	PRIEST AREA DIRT ROADS, PRIEST	Joint	398
399	PRIESTPARDCV	Support Systems, Utilities and Other	PRIEST AREA PAVED ROADS, PRIEST CULVERT	Joint	399
400	PRIESTPAVERD	Support Systems, Utilities and Other	PRIEST AREA PAVED ROADS, PRIEST	Joint	400
401	PRIESTRDS	Support Systems, Utilities and Other	PRIEST AREA ROADS, PRIEST	Joint	401
402	OSHBR	Support Systems, Utilities and Other	OSHAUGHNESSY TIMBER BRIDGE	Joint	402
403	OSHROADS	Support Systems, Utilities and Other	OSH AREA ROADS	Joint	403
404	CSTRGTNACRCV	Support Systems, Utilities and Other	PIPELINE TUNNEL RD. - CULVERTS	Joint	404
405	CSTRGTNLACCR	Support Systems, Utilities and Other	PIPELINE TUNNEL RD. - BIRD RD TO ALAMEDA EAST	Joint	405
406	DRDTOEEMRD	Support Systems, Utilities and Other	POWER LINE ACCESS RD - DIRT ACC. RD TO 2 TOWERS	Joint	406
407	EMRYRDACCRD	Support Systems, Utilities and Other	PIPELINE & PWRLINE ACCESS RD (EMERY RD - BIRD RD)	Joint	407
408	EMRYRDACRDCV	Support Systems, Utilities and Other	PIPELINE & PWRLINE ACCESS RD CULVERTS	Joint	408
409	FRHYPWLACCRD	Support Systems, Utilities and Other	FERRETTI ROAD TO HWY 120 TOWER LINE ROADS	Joint	409
410	FRHYPWLACRCV	Support Systems, Utilities and Other	FERRETTI ROAD TO HWY 120 TOWER LINE ROADS	Joint	410
411	FTDMPRACC	Support Systems, Utilities and Other	MARSHES FLAT TO MOCCASIN PEAK RADIO SITE ROAD ,	Joint	411
412	FTDMPRACCCV	Support Systems, Utilities and Other	MARSHES FLAT TO MOCCASIN PEAK RADIO SITE ROAD ,	Joint	412
413	HYMRPWLACCR	Support Systems, Utilities and Other	HWY 120 TO MERRELL ROAD TOWER LINE ROADS	Joint	413
414	ICPCHEL	Support Systems, Utilities and Other	CHERRY OIL TO ELEANOR ROAD, INTAKE /ELEANOR	Joint	414
415	ICPCHELCV	Support Systems, Utilities and Other	CHERRY OIL TO ELEANOR ROAD CULVERT	Joint	415
416	ICPCHERRY	Support Systems, Utilities and Other	ROAD FROM INTAKE TO CHERRY VALLEY, EARLY INTAKE	Joint	416
417	ICPCHERRYCV	Support Systems, Utilities and Other	ROAD FROM INTAKE TO CHERRY VALLEY, EARLY INTAKE CULV	Joint	417
418	ICPHILLRD	Support Systems, Utilities and Other	ROAD-INTAKE HILL FROM RED HILLS TO INTAKE	Joint	418
419	ICPHILLRDCV	Support Systems, Utilities and Other	ROAD INTAKE HILLFROM RED HILLS TO INTAKE, CULVERTS	Joint	419
420	ICPHPHRD	Support Systems, Utilities and Other	CHERRY OIL TO HPH ROAD,INTAKE/HPH ROAD	Power	420
421	ICPHPHRDCV	Support Systems, Utilities and Other	CHERRY OIL ROADTO HPH ROAD,INTAKE/HPH ROAD CULVERT	Power	421
422	ICPMATHER	Support Systems, Utilities and Other	ROAD FROM TOP OF INTAKE HILL TO CAMP MATHER	Joint	422
423	ICPREDHILL	Support Systems, Utilities and Other	ROADWAY-HWY120 TO INTAKE HILL EARLY INTAKE	Joint	423

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
424	ICPREDHILLCV	Support Systems, Utilities and Other	ROADWAY-HWY120 TO INTAKE HILL EARLY INTAKE	Joint	424
425	ICPROADS	Support Systems, Utilities and Other	INTAKE/CHERRY/MATHER/ELEANOR AREA ROADS	Joint	425
426	J59RRRPLACRD	Support Systems, Utilities and Other	POWER LINE ACCESS RD - RD J59 TO ROCK RIVER ROAD	Joint	426
428	MCDIRTRDSCV	Support Systems, Utilities and Other	MOCCASIN DIRT ROADS CULVERTS	Joint	428
429	MCPAVERDS	Support Systems, Utilities and Other	MOCCASIN AREA PAVED ROADS	Joint	429
430	MCPAVERDSCV	Support Systems, Utilities and Other	MOCCASIN AREA PAVED ROADS CULVERTS	Joint	430
431	MCPROADS	Support Systems, Utilities and Other	MOCCASIN AREA ROADS	Joint	431
433	MCPRRGCV	Support Systems, Utilities and Other	MOCCASIN TO PRIEST RAILROAD GRADE , MOCCASIN	Joint	433
434	MOCCPENSTSRD	Support Systems, Utilities and Other	MOCCASIN AREA ROADS PENSTOCK SOUTH SIDE MCP	Joint?	434
435	MOCTOMARSFL	Support Systems, Utilities and Other	MOCCASIN TO MARSH FLAT TOWER 239S TOWER LINE	Joint	435
436	MRPCPWLACCRD	Support Systems, Utilities and Other	MERRELL ROAD TO PRIEST TOWER LINE ROADS	Joint	436
437	MRPCPWLACRCV	Support Systems, Utilities and Other	MERRELL ROAD TO PRIEST TOWER LINE ROADS	Joint	437
438	MSJPWLACCRD	Support Systems, Utilities and Other	POWER LINE ACCESS RD - BIRD RD TO MISSION SAN JOSE	Joint	438
439	MT5-6ACRO	Support Systems, Utilities and Other	MOUNTAIN TUNNEL ACCESS ROAD TO 5-6 ADIT	Joint	439
440	MT5-6ACROCV	Support Systems, Utilities and Other	MOUNTAIN TUNNEL ACCESS ROAD TO 5-6 ADIT CULVERT	Joint	440
441	RMBWPLACCRD	Support Systems, Utilities and Other	PIPELINE ACCESS RD - RMB TO EMERY RD	Joint	441
442	RMBWPLACRDC	Support Systems, Utilities and Other	PIPELINE ACCESS CULVERT RD - RMB TO EMERY RD	Joint	442
443	RMBWPWLACCR	Support Systems, Utilities and Other	POWER LINE ACCESS RD - RMB TO J59	Joint	443
444	RRRLIMPTWLRD	Support Systems, Utilities and Other	POWER LINE ACCESS RD - ROCK RIVER ROAD LIME PIT	Joint	444
446	SFRFRPWLACV	Support Systems, Utilities and Other	SOUTH FORK RIVER TO FERRETTI ROAD TOWER LINE ROADS	Joint	446
447	WESTPORTALRD	Support Systems, Utilities and Other	WEST PORTAL AREA ROADS	Joint	447
448	WILRDTODACRD	Support Systems, Utilities and Other	POWER LINE ACCESS RD - WILMS ROAD TO DIRT ACC. RD	Joint	448
449	WPPAVERDSCV	Support Systems, Utilities and Other	WEST PORTAL AREA PAVED ROADS CULVERT	Joint	449
450	INTHSFPWLACC	Support Systems, Utilities and Other	TOP INTAKE HILL/ SOUTH FORK RIVER TOWER LINE ROADS	Joint	450
451	MARSFLDONPCV	Support Systems, Utilities and Other	MARSH FLAT TO DON PEDRO TOWER 243S TO TOWER 258S	Joint	451
452	MARSFLTODONP	Support Systems, Utilities and Other	MARSH FLAT TO DON PEDRO TOWER 243S TO TOWER 258S	Joint	452
453	MOCMARSFLCCV	Support Systems, Utilities and Other	MOCCASIN TO MARSH FLAT TOWER 239S TOWER LINE	Joint	453
454	MOCMARSFLCV	Support Systems, Utilities and Other	MOCCASIN TO MARSH FLAT TOWER 239S TOWER LINE	Joint	454
455	PRMCPWLACCRD	Support Systems, Utilities and Other	PRIEST TO MOCCASIN TOWER LINE ROADS	Joint	455
456	VDPLACCRD	Support Systems, Utilities and Other	ALL PIPELINE ACCESS ROADS	Joint	456
457	ICPMATHERCV	Support Systems, Utilities and Other	ROAD FROM TOP OF INTAKE HILL TO CAMP MATHER CULVER	Joint	457
458	V-HH-EQP	Support Systems, Utilities and Other	HEAVY EQUIPMENT	Joint	458
459	DWTXALARM	Support Systems, Utilities and Other	DUCKWALL REPEATER TRANSMIT ALARM UNIT	Joint	459
460	MPRRALMRX	Support Systems, Utilities and Other	MPR REPEATER ALARM RECEIVER	Joint	460
461	MPRSCADA	Support Systems, Utilities and Other	MOCCASIN PEAK RADIO SITE RTU	Joint	461
462	~~SCADA~~	Support Systems, Utilities and Other	HHWP SCADA SYSTEM	Joint	462
463	~~SCADAMSTER~~	~~Support Systems, Utilities and Other~~	~~NEW L&G 6800 SCADA MASTER~~	~~NA~~	463
464	~~SCADAMSTR~~	~~Support Systems, Utilities and Other~~	~~SCADA MASTER STATION A & B~~	~~NA~~	464
465	~~SCADAMSTR-TG~~	~~Support Systems, Utilities and Other~~	~~SCADA MASTER, NEW TG8000 EMS SCADA~~	~~NA~~	465
466	~~HHMOCCNET~~	~~Support Systems, Utilities and Other~~	~~PROJECT NOVELL 386 NETWORK~~	~~NA~~	466
467	BLKNGCARR	Support Systems, Utilities and Other	BLOCKING CARRIER SYSTEMS	Power	467
468	BORCS	Support Systems, Utilities and Other	BURNOUT RIDGE COMMUNICATION SITE	Joint	468
469	BORMICROWAV	Support Systems, Utilities and Other	BURN OUT RIDGE MICROWAVE COMMUNICATION SITE	Joint	469
470	COMM	Support Systems, Utilities and Other	HHWP COMMUNICATION SYSTEMS	Joint	470
471	COMPTREQP	Support Systems, Utilities and Other	COMPUTER EQUIP, ELECTRONIC DEVICES & SECURITY KEYS	Joint	471
472	CTSMICROWAVE	Support Systems, Utilities and Other	CHERRY MICROWAVE COMMUNICATION SITE	Joint	472
473	CVCS	Support Systems, Utilities and Other	CHERRY VALLEY COMMUNICATION SITE	Joint	473
474	DATACOMM	Support Systems, Utilities and Other	DATA COMMUNICATION SYSTEMS	Joint	474
475	DUCKWALL	Support Systems, Utilities and Other	DUCKWALL MICROWAVE COMMUNICATION SITE	Joint	475
476	DWCSBATA	Support Systems, Utilities and Other	COMM SITE BATTERY BANK *A* (5-12 VOLT GELL CELL BA	Joint	476
477	DWCSBATB	Support Systems, Utilities and Other	COMM SITE BATTERY BANK *B* (5-12 VOLT GELL CELL BA	Joint	477

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
478	DWCSBLDG	Support Systems, Utilities and Other	DUCKWALL COMM SITE EQUIP BUILDING	Joint	478
479	DWDISH1	Support Systems, Utilities and Other	DUCKWALL ANTENNA DISH PATH 1 TO JONES POINT REPEAT	Joint	479
480	DWDISH2	Support Systems, Utilities and Other	DUCKWALL ANTENNA DISH PATH 2 TO MOCCASIN PEAK REPE	Joint	480
481	DWPVCTRLA	Support Systems, Utilities and Other	DUCKWALL PHOTOVOLTAIC CHARGER CONTROL BATTERY BANK	Joint	481
482	DWPVCTRLB	Support Systems, Utilities and Other	DUCKWALL PHOTOVOLTAIC CHARGER CONTROL BATTERY BANK	Joint	482
483	DWSOLPNLA	Support Systems, Utilities and Other	DUCKWALL SOLAR PANNELS *A*	Joint	483
484	DWSOLPNLB	Support Systems, Utilities and Other	DUCKWALL SOLAR PANNEL*B*	Joint	484
485	DWTOWER	Support Systems, Utilities and Other	DUCKWALL TOWER STRUCTURE	Joint	485
486	ICPRAD	Support Systems, Utilities and Other	ICP RADIO BUILDING	Joint	486
487	ICPRADIOSITE	Support Systems, Utilities and Other	EARLY INTAKE RADIO SITE	Joint	487
488	IRSMICROWAVE	Support Systems, Utilities and Other	INTAKE MICROWAVE COMMUNICATION SITE	Joint	488
489	MCPMICROWAV	Support Systems, Utilities and Other	MOCCASIN CAMP MICROWAVE COMMUNICATION SITE BUILDING	Joint	489
490	~~MCPRADST~~	~~Support Systems, Utilities and Other~~	~~OLD MOCCASIN RADIO STATION BLDG~~	~~NA~~	490
491	MICROCOMM	Support Systems, Utilities and Other	MICROWAVE COMMUNICATION SYSTEMS	Joint	491
492	MPR	Support Systems, Utilities and Other	MOCCASIN PK. RADIO SITE	Joint	492
493	MPRBLDG	Support Systems, Utilities and Other	MOCCASIN PK. RADIO SITE BUILDING	Joint	493
494	MPRFRBBA	Support Systems, Utilities and Other	MPR FLOTROL RECTIFIER BATT BANK A	Joint	494
495	MPRFRBBB	Support Systems, Utilities and Other	MPR FLOTROL RECTIFIER BATT BANK B	Joint	495
496	MPRGEN	Support Systems, Utilities and Other	MOCCASIN PEAK RADIO SITE STAND-BY GENERATOR / LP	Joint	496
497	MPRGENCU	Support Systems, Utilities and Other	MPR STNBY GENERATOR CTRL UNIT	Joint	497
498	MPRHAL	Support Systems, Utilities and Other	MOCC PEAK RADIO BUILDING HALON SYS	Joint	498
499	OPTICCOMM	Support Systems, Utilities and Other	OPTICAL FIBER COMMUNICATION SYSTEMS	Joint	499
500	PPPCS	Support Systems, Utilities and Other	POOPENAUT PASS COMMUNICATION SITE	Joint	500
501	PPPMICROWAVE	Support Systems, Utilities and Other	POOPANAUNT PASS MICROWAVE COMMUNICATION SITE	Joint	501
502	RADIOCOMM	Support Systems, Utilities and Other	RADIO COMMUNICATION SYSTEMS	Joint	502
503	TELCOMM	Support Systems, Utilities and Other	TELEPHONE COMMUNICATION SYSTEMS	Joint	503
504	TRANFTRIP	Support Systems, Utilities and Other	TRANSFER TRIP SYSTEMS	Power	504
505	WESTPORTCS	Support Systems, Utilities and Other	WEST PORTAL COMMUNICATION SITE	Joint	505
506	PWRLNCARR	Support Systems, Utilities and Other	POWER LINE CARRIER SYSTEMS	Power	506
507	HHKEYS	Support Systems, Utilities and Other	HETCH HETCHY SECURITY KEYS, MOCCASIN	Joint	507
508	WSBSCADA	Facilities West of Moccasin Gate Tower	WARNERVILLE SHOP BLDG RTU	Joint	508
509	WSYSCADA	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD SCADA RTU	Joint	509
510	WSYCRB	Facilities West of Moccasin Gate Tower	WSY CONTROL ROOM/BUILDING, WSY	Power	510
511	WSYCT	Facilities West of Moccasin Gate Tower	WARNERVILLE COTTAGES	Joint	511
512	WSYDWS	Facilities West of Moccasin Gate Tower	WARNERVILLE DOMESTIC WATER SYSTEM , WARNERVILLE	Joint	512
513	WSYFUEL	Facilities West of Moccasin Gate Tower	WARNERVILLE FUELING STATION	Joint	513
514	WSYSHPS	Facilities West of Moccasin Gate Tower	WARNERVILLE SHOPS/OFFICE BUILDING	Joint	514
515	WSY	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD/SUBSTATION	Power	515
516	WSY115KVT1	Facilities West of Moccasin Gate Tower	115KV NUMBER 1 TRANSFORMER BUS	Power	516
517	WSY115KVT2	Facilities West of Moccasin Gate Tower	115KV NUMBER 2 TRANSFORMER BUS	Power	517
518	WSY115KVT3	Facilities West of Moccasin Gate Tower	115KV NUMBER 3 TRANSFORMER BUS	Power	518
519	WSYBUSTIE	Facilities West of Moccasin Gate Tower	WARNERVILLE SW YARD BUS TIE 230KV	Power	519
520	WSYDELG	Facilities West of Moccasin Gate Tower	WARNERVILLE SUB DELUGE SYSTEM	Power	520
521	WSYLINE5	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD H.V. LINE 5	Power	521
522	WSYLINE6	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD H.V. LINE 6	Power	522
523	WSYLINE7	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD 115KV LINE 7	Power	523
524	WSYLINE8	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD 115KV LINE 8	Power	524
525	WSYPGEL2BG	Facilities West of Moccasin Gate Tower	WSY PGE LINE 2 BELLOTA GREGG	Power	525
526	WSYPRORLY	Facilities West of Moccasin Gate Tower	WSY PROTECTIVE RELAYS	Power	526
527	WSYSUMP	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCH YARD SUMP PUMP	Power	527
528	WSYTB1	Facilities West of Moccasin Gate Tower	230KV NUMBER 1 TRANSFORMER BUS	Power	528

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
529	WSYTB2&3	Facilities West of Moccasin Gate Tower	23OKV BUS FOR NUMBER 2&3 XFMR	Power	529
530	WSYDWBFP	Facilities West of Moccasin Gate Tower	WARNERVILLE BACK FLOW PREVENTERS, WSY	Joint	530
531	OPVSCADA	Facilities West of Moccasin Gate Tower	OAKDALE PORTAL VALVEHOUSE RTU	Water	531
532	ARVHSCADA	Facilities West of Moccasin Gate Tower	ALBERS RD VALVE HOUSE SCADA RTU	Water	532
533	101PJ4VH	Facilities West of Moccasin Gate Tower	SJPL3 and SJPL4 JUNCTION VALVEHOUSE	Water	533
534	ALBERVH	Facilities West of Moccasin Gate Tower	ALBERS RD VALVE HOUSE	Water	534
535	ALMPORTAL	Facilities West of Moccasin Gate Tower	ALAMEDA EAST PORTAL	Water	535
536	AVH	Facilities West of Moccasin Gate Tower	ALAMEDA VALVE HOUSE #2	Water	536
537	CASHCRVH	Facilities West of Moccasin Gate Tower	CASHMAN CREEK VALVE HOUSE	Water	537
538	CSTRNGTNL	Facilities West of Moccasin Gate Tower	COAST RANGE TUNNEL / TESLA - SUNOL	Water	538
539	EMERYCOAUX	Facilities West of Moccasin Gate Tower	EMERY ROAD CROSSOVER AUX CONTROL BUILDING	Water	539
540	EMERYCOVH	Facilities West of Moccasin Gate Tower	EMERY ROAD CROSSOVER VALVE HOUSE	Water	540
541	FTDBRNAD	Facilities West of Moccasin Gate Tower	FOOTHILL TNL BROWNS TUNNEL ACCESS	Water	541
542	FTDRMBE	Facilities West of Moccasin Gate Tower	FOOTHILL TUNNEL RED MNTN BAR EAST	Water	542
543	FTDRMBSIPH	Facilities West of Moccasin Gate Tower	RED MNTN BAR SIPHON , RED MOUNTAIN BAR	Water	543
544	FTDRMBSS	Facilities West of Moccasin Gate Tower	RED MNTN BAR EAST SURGE SHAFT , RED MOUNTAIN BAR	Water	544
545	FTHTNLDIV	Facilities West of Moccasin Gate Tower	FOOTHILL TUNNEL DIVISION	Water	545
546	OAKPORTAL	Facilities West of Moccasin Gate Tower	OAKDALE PORTAL VALVE HOUSES	Water	546
547	PELICANCOVH	Facilities West of Moccasin Gate Tower	PELICAN CROSSOVER VALVE HOUSE	Water	547
548	PELICANXOAUX	Facilities West of Moccasin Gate Tower	PELICAN CROSSOVER AUX CONTROL BUILDING	Water	548
549	PL2THSEAUX	Facilities West of Moccasin Gate Tower	SJPL2, THROTTLING STATION #1, AUXILIARY	Water	549
550	PL2THSWAUX	Facilities West of Moccasin Gate Tower	SJPL2, THROTTLING STATION #2, AUXILIARY	Water	550
551	RMBGATHOU	Facilities West of Moccasin Gate Tower	RED MOUNTAIN BAR WEST GATE HOUSE, RMB	Water	551
552	RMBSCADA	Facilities West of Moccasin Gate Tower	RED MTN. BAR SLIDE GATE RTU	Water	552
553	ROSELCOAUX	Facilities West of Moccasin Gate Tower	ROSELLE AVE CROSSOVER AUX BUILDING	Water	553
554	ROSELCOVH	Facilities West of Moccasin Gate Tower	ROSELLE AVE. CROSSOVER VALVE HOUSE	Water	554
555	RR	Facilities West of Moccasin Gate Tower	ROCK RIVER	Water	555
556	RRLSCADA	Facilities West of Moccasin Gate Tower	ROCK RIVER LIME PLANT RTU	Water	556
557	SJCSCADA	Facilities West of Moccasin Gate Tower	SAN JOAQUIN PIPELINE CROSS-OVER RTU	Water	557
558	SJPL	Facilities West of Moccasin Gate Tower	SAN JOAQUIN VALLEY PIPELINES	Water	558
559	SJPL2THSE	Facilities West of Moccasin Gate Tower	SAN JOAQUIN PIPELINE 2, THROTTLING STATION #1	Water	559
560	SJPL2THSW	Facilities West of Moccasin Gate Tower	SAN JOAQUIN PIPELINE 2, THROTTLING STATION #2	Water	560
561	SJPL3THS	Facilities West of Moccasin Gate Tower	SAN JOAQUIN PIPELINE 3,4 THROTTLING STATION	Water	561
562	SJVH	Facilities West of Moccasin Gate Tower	SAN JOAQUIN VALVE HOUSE	Water	562
563	SJVHAUXBLDG	Facilities West of Moccasin Gate Tower	SAN JOAQUIN VALVE HOUSE AUXILLARY BUILDING	Water	563
564	SJVSCADA	Facilities West of Moccasin Gate Tower	SAN JOAQUIN VALVEHOUSE RTU	Water	564
565	TESCHLOR	Facilities West of Moccasin Gate Tower	TESLA CHLORINATION BUILDING	Water	565
566	TESGENHSE	Facilities West of Moccasin Gate Tower	TESLA GENERATOR HOUSE	Water	566
567	TESLA-HH	Facilities West of Moccasin Gate Tower	TESLA PORTAL EQUIPMENT AND BLDGS	Water	567
568	TESPORTAL	Facilities West of Moccasin Gate Tower	TESLA PORTAL VALVE HOUSES	Water	568
569	TESPUMPHSE	Facilities West of Moccasin Gate Tower	TESLA PUMPHOUSE	Water	569
570	TPVSCADA	Facilities West of Moccasin Gate Tower	TESLA PORTAL VALVEHOUSE RTU	Water	570
571	TSLDWS	Facilities West of Moccasin Gate Tower	TESLA DOMESTIC WATER SYSTEM	Water	571
572	TSLSEWSYS	Facilities West of Moccasin Gate Tower	TESLA PORTAL SEWAGE SYSTEM	Water	572
573	TUTF	Facilities West of Moccasin Gate Tower	TESLA ULTRAVIOLET TREATMENT FACILITY	Water	573
574	TUVH	Facilities West of Moccasin Gate Tower	TESLA ULTRAVIOLET VALVE HOUSE	Water	574
575	VDHHSHAFT	Facilities West of Moccasin Gate Tower	HETCH HETCHY SURGE SHAFT	Water	575
576	VDOAKOVR	Facilities West of Moccasin Gate Tower	FTHL TNL OAKDALE PORTAL OVERFLOW SHAFT	Water	576
577	VDPEDROADT	Facilities West of Moccasin Gate Tower	FOOTHILL TNL PEDRO ACCESS	Water	577
578	VDRMBW	Facilities West of Moccasin Gate Tower	RED MNTN BAR WEST	Water	578

Amendment 5:
Wholesale Capital Fund
(Sec. 6.08.E; Attachment M-3)

E. In order to prevent the accumulation of an excessive unexpended and unencumbered ~~surplus~~balance in the Wholesale Capital Fund, the status of the fund balance will be reviewed through the annual Compliance Audit ~~at five-year intervals~~, commencing in FY 2018-19. The FY 2018-19 Compliance Audit and the Wholesale Customer/BAWSCA review under Section 7.06 shall include Wholesale Capital Fund appropriations, expenditures and interest earnings for FY 2014-15~~. Any excess fund balance (i.e., an accumulated unexpended,~~ through 2017-18 for the purpose of determining whether a Balancing Account transfer is required. If the June 30 unencumbered ~~amount in excess of ten percent (10%) of the wholesale share of total capital appropriations for New Regional Assets during the five preceding years) will~~balance of the Wholesale Capital Fund exceeds the lesser of the following: (i) the Target Balance; (ii) the unencumbered remaining cumulative appropriations, the amount of such excess shall be transferred to the credit of the Wholesale Customers to the Balancing Account described in Section 6.05.

In order to avoid funding delays for New Regional Asset capital projects resulting from prior year transfers of excess Wholesale Capital fund balances to the Wholesale Customers, if the June 30 unencumbered balance of the Wholesale Capital Fund is below the lesser of the following: (i) the Target Balance; (ii) the unencumbered remaining cumulative appropriation, such deficiency shall be posted to the Balancing Account described in Section 6.05 as a charge to the Wholesale Customers. Notwithstanding the foregoing, no such charge to the Wholesale Customers shall exceed $4 million annually.

Amended Attachment M-3 illustrates the ~~operation of this review~~ process~~, covering FY 2009-10 through FY 2013-14 and FY 2014-15 through 2018-19.~~ for determining the Wholesale Capital Fund balance as of June 30, 2019.

Amended Attachment M-3
Wholesale Capital Fund and Balancing Account Adjustment
Reference Amended Section 6.08E

	A. Cash Flow in Wholesale Capital Fund	Original 5 Year True-up Method FYEs 2010-2018									Amended Annual True-Up (FYE 2019 and Beyond)				
		FYE 2010	FYE 2011	FYE 2012	FYE 2013	FYE 2014	FYE 2015	FYE 2016	FYE 2017	FYE 2018	FYE 2019	FYE 2020	FYE 2021	FYE 2022	FYE 2023
1	Beginning Total Balance (1)	-	8,818,323	12,404,275	15,761,658	16,268,065	9,084,304	17,243,583	32,251,212	29,842,765	33,698,785	41,548,944	47,366,205	36,848,850	21,206,239
2	Annual Appropriation (2)	10,476,724	8,636,920	21,737,468	11,285,643	18,668,585	15,432,451	21,138,051	11,184,265	17,847,379	26,424,000	26,420,000	13,210,000	13,210,000	13,210,000
3	Annual Expenditures (3)	(1,778,695)	(5,202,897)	(18,553,119)	(10,916,349)	(5,758,565)	(7,331,312)	(6,245,954)	(13,892,649)	(14,361,409)	(18,089,498)	(16,723,232)	(28,485,215)	(33,563,793)	(22,018,000)
4	Interest Earnings (4)	120,294	151,929	173,034	137,113	180,672	58,140	115,532	299,936	370,050	475,153	664,783	757,859	711,183	409,280
	June 30 Balances Before Balancing Account Transfers														
5	Total Balance (5)	8,818,323	12,404,275	15,761,658	16,268,065	29,358,756	17,243,583	32,251,212	29,842,765	33,698,785	42,508,440	51,910,495	32,848,850	17,206,239	12,807,520
6	Amount Encumbered as of June 30 (6)					(1,927,466)					(1,000,000)	(1,000,000)	(1,000,000)	(2,000,000)	(2,000,000)
7	Unencumbered Balance (7)	n/a	n/a	n/a	n/a	27,431,290	n/a	n/a	n/a	n/a	*41,508,440*	*50,910,495*	*31,848,850*	*15,206,239*	*10,807,520*
8	**Transfer From/(To) Balancing Account (8)**	n/a	n/a	n/a	n/a	(20,274,452)	n/a	n/a	n/a	n/a	**(959,496)**	**(4,544,290)**	**4,000,000**	**4,000,000**	**4,000,000**
	Ending Balances After Balancing Account Transfers														
9	Ending Total Balance (9)	8,818,323	12,404,275	15,761,658	16,268,065	9,084,304	17,243,583	32,251,212	29,842,765	33,698,785	41,548,944	47,366,205	36,848,850	21,206,239	16,807,520
10	Unencumbered Ending Balance (10)	n/a	n/a	n/a	n/a	7,156,838	n/a	n/a	n/a	n/a	40,548,944	46,366,205	35,848,850	19,206,239	14,807,520
	B. Calculation of Target Balance														
11	Target WCF Balance (11)					7,156,838					*40,548,944*	*46,366,205*	*40,559,076*	*34,346,800*	*29,062,000*
	C. Calculation of Remaining Cumulative Appropriation														
12	Cumulative Appropriation Since FYE 2010 (12)	10,476,724	19,113,644	40,851,112	52,136,755	70,805,340	86,237,791	107,375,842	118,560,107	136,407,486	162,831,486	189,251,486	202,461,486	215,671,486	228,881,486
13	Cumulative Expenditures Since FYE 2010 (13)	(1,778,695)	(6,981,592)	(25,534,711)	(36,451,060)	(42,209,626)	(49,540,938)	(55,786,891)	(69,679,540)	(84,040,949)	(102,130,447)	(118,853,679)	(147,338,893)	(180,902,686)	(202,920,686)
14	Total Remaining Cumulative Appropriation (14)					28,595,715	36,696,854	51,588,951	48,880,567	52,366,537	60,701,040	70,397,808	55,122,593	34,768,800	25,960,800
15	Amount Encumbered as of June 30 (15)					(1,927,466)				-	(1,000,000)	(1,000,000)	(1,000,000)	(2,000,000)	(2,000,000)
16	**Unencumbered Remaining Cumulative Appropriation (16)**		n/a	n/a	n/a	26,668,249	n/a	n/a	n/a	n/a	*59,701,040*	*69,397,808*	*54,122,593*	*32,768,800*	*23,960,800*
	D. Lesser of Target Balance and Unencumbered Remaining Cumulative Appropriation														
17	Lesser of Target Balance (line 11) and Unencumbered Remaining Appropriation (line 16) (17)										*40,548,944*	*46,366,205*	*40,559,076*	*32,768,800*	*23,960,800*
	E. Calculation of Excess Fund Balance and Refund to Wholesale Customers Through Balancing Account														
18	Is Unencumbered Balance (line 7) more than line 17? (18)										*Yes*	*Yes*	*No*	*No*	*No*
19	Excess WCF Balance (applied as a negative entry on line 8) (19)										959,496	4,544,290	-	-	-
	F. Calculation of Deficiency Fund Balance and Charge to Wholesale Customers Through Balancing Account (This Section is Only Applicable in Any Year When Line 18 is No)														
20	Is Unencumbered Balance (line 7) less than line 17? (20)												Yes	Yes	Yes
21	Tentative Amount Before Application of $4 million cap (21)												8,710,226	17,562,561	13,153,280
22	Is line 21 more than $4,000,000 maximum? (22)												Yes	Yes	Yes
23	Balancing Account Charge (applied as a positive entry on line 8):												4,000,000	4,000,000	4,000,000

See Notes on Page 2

Notes:

(1) Beginning Total Balance (encumbered and unencumbered). Equal to the prior year ending total balance after balancing account transfers (line 9).

(2) Wholesale Share of Revenue Funded Appropriations for Regional capital projects, adjusted for de-appropriations which have been factored into a wholesale revenue requirement, if applicable. FYE 2015 and forward are subject to compliance audit and 7.06 review.
Detail by Regional project in the format used in the 2010 - 2014 true-up to be separately provided.

(3) Wholesale Share of actual Regional capital expenditures funded from Revenue Funded Capital, determined based on proportionate water use in the year of expenditure. Figures from FYE 15 and forward are subject to 7.06 and compliance audit review.
Detail by Regional project in the format used in the 2010 - 2014 true-up to be separately provided.
The figures in line 3 for FYE 18 and on are for illustrative purposes only.

(4) Line 1 times the assumptions below for the SFPUC pool rate. FYE 2010 - 2014 figures are actual and tie to the first 5 year review.

Pool rate assumptions:	0.640%	0.670%	0.930%	1.240%	1.410%	1.600%	1.600%	1.930%	1.930%

(5) Total encumbered and unencumbered balance of the Wholesale Capital Fund before Balancing Account adjustments: Line 1 + line 2 + line 3 + line 4.

(6) Wholesale Share of the encumbrances for purchase orders or contracts in connection with revenue-funded Regional capital projects; calculated using the proportional annual use of the true-up year. Entered as a negative number.
Not applicable in years with no true-up (FYEs 2010-13 and 2015-18). FYE 2014 figure is actual. FYE 2019 and forward are plug numbers included for illustration.

(7) Unencumbered Balance Before Balancing Account transfers: Line 5 + line 6. FYE 2014 figure is actual. Not applicable (n/a) in years with no true-up (FYEs 2010-13 and 2015-18).

(8) Negative entries represent refunds to the Wholesale Customers through the Balancing Account and are calculated per Section E below, except for 2014 which is actual pursuant to the original 6.08E.
Positive entries represent charges to the Wholesale Customers through the Balancing Account and are calculated per Section F below.

(9) Total Ending Balance After Balancing Account Transfers = Line 5 + line 8.

(10) Unencumbered Ending Balance After Balancing Account Transfers = Line 7 + line 8. Must not exceed the amount on line 17, which is the lesser of the Target Balance (line 11) and the Unencumbered Remaining Cumulative Appropriation (line 16).

(11) Starting in FYE 2019, the Target Balance is calculated by the formula below, where CY represent the Current Year (for which the transfer is being calculated), CY-1 is the prior year, CY-2 is 2 years prior, etc.:
[line 2: CY]*(4/5) + [line 2: CY-1]*(3/5) + [line 2: CY-2]*(2/5) +[line 2: CY-3]*(1/5); rounded to the nearest dollar. The FYE 2014 figure is the actual target balance under the original section 6.08E.

(12) Cumulative Appropriations Since FYE 2010 = prior year line 12 + current year line 2.

(13) Cumulative Expenditures Since FYE 2010 = prior year line 13 + current year line 3. Does not include encumbrances.

(14) Total Remaining Cumulative Appropriation (encumbered and unencumbered) = line 12 + line 13.

(15) Amount encumbered as of June 30 = line 6. Encumbrances are not cumulative.

(16) Unencumbered Remaining Cumulative Appropriation = line 14 + line 15.

(17) Lesser of Target Balance (line 11) and Unencumbered Remaining Cumulative Appropriation (line 16). Used in formulas in line 19 (Section E) and line 21 (Section F), as applicable.

(18) If Yes, go to line 19 for calculation of the excess unencumbered balance. If No, go to line 20.

(19) Calculation of Excess Balance: If line 18 = Yes, then line 7 minus line 17. The result appears as a negative amount on line 8.

(20) If yes, then go to lines 21-23 for calculation of charge to Wholesale Customers.

(21) Initial step in calculating charge: If line 20 = Yes, then line 17 minus line 7; go to line 22.

(22) If the result on line 21 is greater than $4,000,000, then the charge to the Wholesale Customers is capped at $4,000,000.

(23) Equal to the lesser of line 21 or $4,000,000. The result appears as a positive number on line 8.

See Notes on Page 2

Amendment 6:
WSIP Completion Date
(Sec. 3.09; 4.07)

3.09 Completion of WSIP

San Francisco will complete construction of the physical facilities in the WSIP by December ~~31, 2015~~30, 2021. The SFPUC agrees to provide for full public review and comment by local and state interests of any proposed changes that delay previously adopted project completion dates or that delete projects. The SFPUC shall meet and consult with BAWSCA before proposing to the Commission any changes in the scope of WSIP projects which reduce their capacity or ability to achieve adopted ~~levels~~Level of ~~service goals~~Service Goals and Objectives. The SFPUC retains discretion to determine whether to approve the physical facilities in the WSIP until after it completes the CEQA process as set forth in Section 4.07.

4.07 Retained Discretion of SFPUC and Wholesale Customers

A. This Agreement contemplates discretionary actions that the SFPUC and the Wholesale Customers may choose to take in the future that could result in physical changes to the environment ("Discretionary Actions"). The Discretionary Actions include decisions to:

1. Develop additional or alternate water resources by the SFPUC or one or more Wholesale Customers;

2. Implement the physical facilities comprising the WSIP by December 31, 2015; 30, 2021;

3. Approve wheeling proposals by Wholesale Customers;

4. Approve new wholesale customers and water exchange or cost sharing agreements with other water suppliers;

5. Provide additional water to San Jose and/or Santa Clara;

6. Offer permanent status to San Jose and/or Santa Clara;

7. Reduce or terminate supply to San Jose and/or Santa Clara;

8. Provide additional water to Wholesale Customers in excess of the Supply Assurance to meet their projected future water demands; and

9. Offer a corresponding volumetric increase in the Supply Assurance. ; and

10. Implement the Hetch Hetchy Water and Power projects listed in Attachment R-2.

The Discretionary Actions may require the SFPUC or Wholesale Customers to prepare environmental documents in accordance with CEQA prior to the SFPUC or the Wholesale Customers determining whether to proceed with any of the Discretionary Actions. Accordingly, and notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement commits the SFPUC or the Wholesale Customers to approve or carry out any Discretionary Actions that are subject to CEQA. Furthermore, the SFPUC's or Wholesale Customers' decisions to approve any of these Discretionary Actions are subject to the requirement that San Francisco and each Wholesale Customer, as either a "Lead Agency" (as defined in Section 21067 of CEQA and Section 15367 of the CEQA Guidelines) or a "Responsible Agency" (as defined in Section 21069 of CEQA and Section 15381 of the CEQA Guidelines) shall have completed any CEQA-required environmental review prior to approving a proposed Discretionary Action.

B. In considering any proposed Discretionary Actions, the SFPUC and Wholesale Customers retain absolute discretion to: (1) make such modifications to any of the proposed Discretionary Actions as may be necessary to mitigate significant environmental impacts; (2) select feasible alternatives to the proposed Discretionary Actions that avoid significant adverse impacts; (3) require the implementation of specific measures to mitigate the significant adverse environmental impacts as part of the decision to approve the Discretionary Actions; (4) balance the benefits of the proposed Discretionary Actions against any significant environmental impacts before taking final actions to approve the proposed Discretionary Actions if such significant impacts cannot otherwise be avoided; or (5) determine not to proceed with the proposed Discretionary Actions.

Amendment 7:
Regional Groundwater Storage and Recover Project (RGSRP)
(Sec. 3.17)

3.17 Westside Basin ~~Conjunctive Use Program~~Groundwater Storage and Recovery Project

~~Subject to completion of necessary CEQA review as provided in Section 4.07~~In August 2014, the SFPUC ~~may~~ approved a WSIP project called the Groundwater Storage and Recovery Project ("Project"), which authorized the SFPUC to enter into an agreement governing the operation of the Project with the ~~cities~~Participating Pumpers entitled "*Agreement for Groundwater Storage and Recovery from the Southern Portion of the Westside Groundwater Basin by and among the San Francisco Public Utilities Commission, the City of Daly City~~ and~~, the City of San Bruno, and ~~the~~ California Water Service Company~~, South San Francisco Service Area ("Participating Pumpers") governing the operation of the South Westside Basin Conjunctive Use Program ("Program"), a WSIP Project.~~*" ("Project Operating Agreement"), which became effective on December 16, 2014. The ~~Program would produce~~Project produces Regional benefits for all customers of the Regional Water System by making use of available groundwater storage capacity in the Southern portion of the Westside Basin through the supply of additional surface water ("In Lieu Water") to the Participating Pumpers from the Regional Water System, in exchange for a corresponding reduction in groundwater pumping at existing wells owned by the Participating Pumpers. The new groundwater supply that ~~would accrue~~accrues to storage as a result of delivery of In Lieu Water ~~would then~~will be recovered from the SFPUC ~~basin storage account~~Storage Account during water shortages using new ~~SFPUC~~ Regional ~~Program wells~~Project Facilities or Shared Facilities operated by the Participating Pumpers and the SFPUC. ~~Program~~ Project mitigation capital costs and annual Project operations and maintenance expenses and water supplies ~~are expected to~~shall be allocated as follows:

A. All In Lieu Water delivered to the Participating Pumpers shall be (1) temporary and interruptible in nature and (2) at the sole discretion of the SFPUC based on the total volume of water available to the Regional Water System.

B. All In Lieu Water delivered to the Participating Pumpers shall be considered a delivery of water to storage and shall not be construed to affect or increase the Individual Supply Guarantees of these ~~wholesale customers~~Wholesale Customers or to otherwise entitle them to any claim of water in excess of their Individual Supply Guarantees~~ or their Interim Supply Allocations. Furthermore, Environmental Enhancement Surcharges authorized under Section 4.04 will not be applied by the SFPUC to any quantity of In Lieu Water that is delivered~~

~~to the Participating Pumpers, but will instead be based solely on Participating Pumper water deliveries in excess of their respective Interim Supply Allocations.~~.

~~B.~~C. In the event that it is necessary to reduce the Participating Pumpers' aggregate designated quantity of groundwater production allocation pursuant to Section 4.7 of the Project Operating Agreement, the SFPUC may supply an annual maximum of up to 500 acre feet of Participating Pumper Replacement Water from the Regional Water System at a price comparable to the Participating Pumpers' then-current groundwater cost, as may be adjusted annually as provided for in Section 4.7 of the Project Operating Agreement. Each of the Participating Pumpers may elect to take delivery of its share of Participating Pumper Replacement Water either as interruptible surface water deliveries from the Regional Water System or as a transfer of storage credits from the SFPUC Storage Account. All revenue received from such water sales or transfers shall be considered revenue related to the sale of water and allocated between Retail Customers and Wholesale Customers on the basis of Proportional Water Use. All volumes of Participating Pumper Replacement Water delivered shall not be construed to affect or increase the Individual Supply Guarantees of these Wholesale Customers or to otherwise entitle them to any claim of water in excess of their Individual Supply Guarantees.

~~C.~~D. Any operation and maintenance expenses incurred by the Participating Pumpers and the SFPUC that are related to the operation of ~~Regional Program wells~~Project Facilities and ~~related assets~~Shared Facilities for Project purposes shall be included as Regional pumping expenses under Section 5.05.B of this Agreement and included as part of the Wholesale Revenue Requirement. For rate setting purposes, estimated ~~Regional Program~~Project operation and maintenance expenses shall be used as set forth in Section 6.01~~.~~ of this Agreement. Operation and maintenance expenses associated with the Participating Pumpers' ~~existing wells~~Existing Facilities that do not provide Regional benefits shall not be included in the Wholesale Revenue Requirement. On a case-by-case basis, the SFPUC may include ~~Participating Pumper existing well~~ operation and maintenance expenses associated operation of the Participating Pumpers' Existing Facilities in the Wholesale Revenue Requirement provided that such expenses (1) are solely attributable to ~~Regional Program~~Project operations for a Regional benefit and (2) are not caused by the Participating Pumper's failure to operate and maintain its existing wells in a reasonable and prudent manner consistent with water utility industry standards. The SFPUC shall provide the Wholesale Customers with copies of Project

Operation and Maintenance Expenses documentation provided by the Participating Pumpers under Section 9.2 of the Project Operating Agreement.

E. The Project Mitigation, Monitoring and Reporting Program ("MMRP") adopted by the SFPUC included mitigation measure HY-6 to prevent well interference impacts to the Irrigation Well Owners. In mitigation measure HY-6, the SFPUC agreed to provide standby supplies of Irrigation Well Owner Replacement Water from the Regional Water System, to alter Project operations, and implement other actions (e.g., well replacement) to avoid well interference impacts that require the consent of the Irrigation Well Owners. The SFPUC's Project mitigation and other obligations to the Irrigation Well Owners are memorialized in substantially identical "*Groundwater Well Monitoring and Mitigation Agreements*" with one or more of the Irrigation Well Owners. For purposes of this Agreement, water supplies, and the capital costs and operations and maintenance expenses associated with providing Irrigation Well Owner Replacement Water and implementing other mitigation actions identified in the Project MMRP, shall be allocated as follows:

1. Irrigation Well Owner Replacement Water shall be limited to a cumulative maximum of 1.76 mgd and shall be delivered only in volumes necessary for mitigating well interference impacts as provided in the Project MMRP. The supply of Irrigation Well Owner Replacement Water by the SFPUC shall not be considered a new water supply commitment to Retail Customers or Wholesale Customers under Section 3.13 of this Agreement. The annual volume of Irrigation Well Owner Replacement Water supplied shall be metered and allocated as water from the Regional Water System during shortages between Retail Customers and Wholesale Customers in proportion to and consistent with the provisions of the Shortage Allocation Plan. All revenue received from Irrigation Well Owners for metered deliveries of Irrigation Well Owner Replacement Water shall be considered revenue related to the sale of water and allocated between Retail Customers and Wholesale Customers on the basis of Proportional Water Use.

2. All Project capital costs incurred by the SFPUC in complying with the mitigation measures in the Project MMRP shall be considered Regional capital costs under Section 5.04 of this Agreement.

3. Operations and maintenance expenses incurred by the SFPUC in maintaining Project mitigation assets described in the Project MMRP shall be considered

Regional transmission and distribution expenses under Section 5.05.D of this Agreement. Well pumping expenses that are required to be paid by the SFPUC in the agreements with the Irrigation Well Owners shall be considered Regional pumping expenses under Section 5.05.B of this Agreement.

4. Any wheeling charges imposed by California Water Service Company for delivery of Irrigation Well Owner Replacement Water shall be considered Regional transmission and distribution expenses under Section 5.05.D of this Agreement.

~~D.~~F. The SFPUC will audit (1) operation and maintenance expenses submitted by the Participating Pumpers, and (2) well pumping expenses submitted by the Irrigation Well Owners, for reimbursement to confirm that such costs were incurred, respectively, as a result of (1) operating ~~Regional Program wells and related assets.~~Project Facilities and Shared Facilities for a Regional benefit and (2) complying with mitigation obligations in the Project MMRP. Costs associated with the use of ~~Program facilities~~Project Facilities or Shared Facilities for Direct Retail or Direct Wholesale purposes, or that do not otherwise provide Regional benefits, shall not be included in the Wholesale Revenue Requirement. The SFPUC is responsible for resolving disputes with the Participating Pumpers and Irrigation Well Owners concerning expense allocations. ~~Program~~Project expense documentation, including documentation of negotiation and settlement of disputed costs, will be available for review during the Compliance Audit described in Section 7.04~~.~~ of this Agreement. The Wholesale Customers may dispute the SFPUC's resolution of expense allocations through the arbitration provisions in Section 8.01 of this Agreement.

~~E.~~G. The SFPUC may direct the Participating Pumpers to recover water from the SFPUC ~~basin storage account~~Storage Account for any type of shortage referenced in Section 3.11~~.~~ of this Agreement. Water recovered from the SFPUC ~~basin storage account~~Storage Account using ~~Regional Program wells~~Project Facilities and Shared Facilities may be used for (1) the benefit of all Regional Water System customers; (2) Retail Customers; or (3) one or more of the Participating Pumpers. The Wholesale Revenue Requirement shall only include operation and maintenance expenses incurred due to the operation of ~~Program wells for Regional benefits~~Project Facilities and Shared Facilities for Regional benefits, including expenses incurred due to compliance with mitigation measures in the Project MMRP.

F.H. All water recovered during shortages caused by drought from the SFPUC basin storage accountStorage Account for Regional benefit, by the Participating Pumpers and by the SFPUC for delivery to Retail and Wholesale Customers during Shortages caused by Drought, shall be used to free up a comparable volume of surface water from the Regional Water System for allocation in accordance with the Tier 1 Shortage Plan.

G.I. If the ProgramProject is terminated for any reason, including breach of the Program agreementProject Operating Agreement by one or more of the Participating Pumpers or the SFPUC, a force majeure event as specifically defined by the Project Operating Agreement, or due to regulatory action or legal action, then:

1. Any water remaining in the SFPUC Regional storage accountStorage Account shall be used for the benefit of all customers of the Regional Water System;

2. Outstanding eligible operation and maintenance expenses, including costs incurred during recovery of remaining stored water, will be allocated as provided in this sectionSection 3.17 of this Agreement; and

3. TheIf Project Facilities are no longer capable of being used for a Regional benefit, the Wholesale Customers will be credited with their share of proceeds from disposition of Program facilitiesProject Facilities or reimbursed their share of such capital costs for any Program facilitiesProject Facilities which are retained by the SFPUC for Direct Retail benefit and not used for the benefit of the Wholesale Customers, on the basis of (a) original cost less depreciation and outstanding related Indebtedness or (b) original cost less accumulated depreciation for revenue funded Regional Program facilitiesProject Facilities.

J. In the event that a Participating Pumper establishes the occurrence of a force majeure event as defined in the Project Operating Agreement, the SFPUC may enter into negotiations with the Participating Pumper to take over the operation of the portion of any Shared Facilities used for Project purposes for continued Regional use. If the SFPUC cannot reach agreement regarding the continued use of Shared Facilities for ongoing Regional benefit, the Participating Pumper shall reimburse the SFPUC and the Wholesale Customers for their respective shares of previously incurred Project capital costs used to upgrade the Shared Facilities on the basis of (a) original cost less depreciation and outstanding related Indebtedness or (b) original cost less accumulated depreciation for revenue funded Shared

Facilities. In the event that the SFPUC seeks to take over the operation of Shared Facilities for Direct Retail use, or one or more Wholesale Customers seeks to negotiate with a Participating Pumper to take over the operation of Shared Facilities for individual use or Direct Wholesale use, the party or parties benefiting from such transfer of Shared Facilities shall reimburse the other parties to this Agreement with their respective shares of previously incurred Project capital costs on the basis described in the previous sentence, or as the parties may otherwise agree.

AMENDED AND RESTATED

WATER SUPPLY AGREEMENT

between

THE CITY AND COUNTY OF SAN FRANCISCO

and

WHOLESALE CUSTOMERS

in

ALAMEDA COUNTY, SAN MATEO COUNTY AND SANTA CLARA COUNTY

~~JULY 2009~~

NOVEMBER 2018

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AMENDED AND RESTATED

WHOLESALE WATER SUPPLY AGREEMENT

Introductory Statement

Both San Francisco, as the Regional Water System owner and operator, and its Wholesale Customers share a commitment to the Regional Water System providing a reliable supply of high quality water at a fair price, and achieving these goals in an environmentally sustainable manner.

Article 1. Parties, Effective Date, and Defined Terms

1.01. Definitions

The capitalized terms used in this Agreement shall have the meanings set forth in Attachment A.

1.02. Parties

The parties to this Agreement are the City and County of San Francisco and such of the following entities (all of which purchase water from San Francisco) as have executed this Agreement:

Alameda County Water District
California Water Service Company
City of Brisbane
City of Burlingame
City of Daly City
City of East Palo Alto
City of Hayward
City of Menlo Park
City of Millbrae
City of Milpitas
City of Mountain View
City of Palo Alto

City of Redwood City
City of San Bruno
City of San José
City of Santa Clara
City of Sunnyvale
Coastside County Water District
Estero Municipal Improvement District
Guadalupe Valley Municipal Improvement District
Mid-Peninsula Water District
North Coast County Water District
Purissima Hills Water District
~~Skyline County Water District~~
Stanford University
Town of Hillsborough
Westborough Water District

The entities listed above which have executed this Agreement shall be collectively referred to as the "Wholesale Customers."

1.03. <u>Effective Date</u>

A. Except as provided in subsection C, this Agreement shall become effective only when it has been approved by San Francisco and by each of the entities listed in Section 1.02 and when San Francisco and each of those entities (except for the City of Hayward) have entered into an Individual Water Sales Contract as provided in Section 9.01.

B. If San Francisco and all of the entities listed in Section 1.02 approve this Agreement and (except for the City of Hayward) an Individual Water Sales Contract on or before July 1, 2009, the effective date shall be July 1, 2009. If San Francisco and all of the entities listed in Section 1.02 approve this Agreement and (except for the City of Hayward) an Individual Water Sales Contract after July 1, 2009 but on or before September 1, 2009, the effective date shall be the date on which the last entity listed in Section 1.02 approves this Agreement and, if required, an Individual Water Sales Contract.

C. If by September 1, 2009 this Agreement has been approved by fewer than all of the entities listed in Section 1.02 or fewer than all of such entities (other than the City of Hayward) have entered into an Individual Water Sales Contract, but it has been approved by

entities representing at least 75% in number and 75% of the water purchased from SFPUC by all listed agencies during FY 2007-08 (i.e., 173.39 MGD), then San Francisco shall have the option to waive the requirement in subsection A that all listed agencies have approved this Agreement and an Individual Water Sales Contract as a condition precedent to this Agreement and any Individual Water Sales Contract becoming effective. San Francisco shall have 60 days from September 1, 2009 (i.e., until October 31, 2009) within which to decide whether or not to waive the condition. If San Francisco decides to waive the condition, those listed agencies that have approved this Agreement and Individual Water Sales Contract before October 31, 2009 will be bound thereby and this Agreement and Individual Water Sales Contracts will become effective as to them, as of the date of San Francisco's waiver. For purposes of determining whether listed agencies that have approved this Agreement represent at least 75% of the water purchased during FY 2007-08, the quantity of water attributable to each listed entity shall be as set forth on Attachment B.

D. The provisions of Article 9 that apply to fewer than all Wholesale Customers (i.e., Sections 9.02 - 9.07) shall not become effective unless San Francisco and the entity to which the section applies have each approved (1) this Agreement, and (2) the underlying Individual Water Sales Contract, unless otherwise provided in Article 9. This provision does not affect the continued enforceability of provisions in those sections that derive from independently enforceable judgments, orders or agreements.

Article 2. Term; Amendments During Term

2.01. Term

The term ("Term") of this Agreement shall be twenty five (25) years. The Term shall begin on July 1, 2009, regardless of whether the Effective Date is before or after that date, and shall end on June 30, 2034. Except as provided in Article 9, the term of all Individual Water Sales Contracts shall also begin on July 1, 2009 and end on June 30, 2034.

2.02. Extension and Renewal of Term

A. In December 2031, the SFPUC may provide written notice to the Wholesale Customers that it is willing to extend the Term of this Agreement. Between January 1, 2032 and June 30, 2032, any Wholesale Customer may accept the SFPUC's offer to extend the Term by providing a written notice of extension to the SFPUC. If such notices of extension are received from Wholesale Customers representing at least two-thirds in number as of June 30, 2032 and seventy five percent (75%) of the quantity of water delivered by the SFPUC to all Wholesale Customers during fiscal year 2030-31, the Term shall be extended for another five (5) years ("First Extension Term"), through June 30, 2039. No party to this Agreement which does not wish to remain a party during the Extension Term shall be compelled to do so by the actions of other parties under this section.

B. In December 2036, the SFPUC may provide written notice to the Wholesale Customers that it is willing to extend the Term of this Agreement. Between January 1, 2037 and June 30, 2037, any Wholesale Customer may accept the SFPUC's offer to extend the Term by providing a written notice of extension to the SFPUC. If such notices of extension are received from Wholesale Customers representing at least two-thirds in number as of June 30, 2037 and seventy five percent (75%) of the quantity of water delivered by the SFPUC to all Wholesale Customers during fiscal year 2035-36, the Term shall be extended for another five (5) years ("Second Extension Term"), through June 30, 2044. No party to this Agreement which does not wish to remain a party during the Extension Term shall be compelled to do so by the actions of other parties under this section.

C. After the expiration of the Term, and, if applicable, the Extension Terms, this Agreement may be renewed by mutual consent of the parties, subject to any modifications thereof which may be determined at that time. If fewer than all of the parties desire to renew this Agreement beyond its Term, with or without modifications, the SFPUC and the Wholesale

Customers who wish to extend the Agreement shall be free to do so, provided that no party to this Agreement which does not wish to become a party to such a renewed Agreement shall be compelled to do so by the actions of other parties under this section.

2.03. Amendments

A. **Amendments to Agreement; General**

1. This Agreement may be amended with the written consent of all parties.

2. This Agreement may also be amended with the written consent of San Francisco and of Wholesale Customers representing at least two-thirds in number (i.e., 18 as of July 1, 2009) and seventy five percent (75%) of the quantity of water delivered by San Francisco to all Wholesale Customers during the fiscal year immediately preceding the amendment.

3. No amendment which adversely affects a Fundamental Right of a Wholesale Customer may be made without the written consent of that customer. Amendments to Article 5 which merely affect the allocation of costs between City Retail customers on the one hand and Wholesale Customers collectively on the other, and amendments to Articles 6 and 7 which merely alter budgetary, accounting and auditing procedures do not affect Fundamental Rights and may be made with the consent of parties meeting the requirements of Section 2.03.A.2.

4. When an amendment has been approved by San Francisco and the number of Wholesale Customers required in Section 2.03.A.2, San Francisco shall notify each of the Wholesale Customers in writing of the amendment's adoption. Notwithstanding any provision of law or this Agreement, any Wholesale Customer that claims that the amendment violates its Fundamental Rights under Section 2.03.A.3, shall have 30 days from the date San Francisco delivers the notice of its adoption in which to challenge the amendment’s validity through a judicial action. If no such action is filed within 30 days, the amendment shall be finally and conclusively deemed to have been adopted in compliance with this section.

B. **Amendments to Article 9**

1. Notwithstanding the provisions of Sections 2.03.A.2 and 2.03.A.3, any provision of Article 9 which applies only to an individual Wholesale Customer may be amended with the written concurrence of San Francisco and the Wholesale Customer to which it applies;

provided that the amendment will not, directly or indirectly, adversely affect the Fundamental Rights of the other Wholesale Customers.

2. Before making any such amendment effective, San Francisco shall give notice, with a copy of the text of the proposed amendment, to all other Wholesale Customers. The Wholesale Customers shall have 30 days in which to object to the amendment on the ground that it is not permissible under this subsection. If no such objection is received by San Francisco, the proposed amendment shall become effective. If one or more Wholesale Customers object to the amendment, San Francisco, the individual Wholesale Customer with which San Francisco intends to effect the amendment, and the Wholesale Customer(s) which lodged the objection shall meet to discuss the matter.

3. If the dispute cannot be resolved and San Francisco and the Wholesale Customer involved elect to proceed with the amendment, either San Francisco or the Wholesale Customer shall give written notice of such election to each Wholesale Customer that has objected. Any Wholesale Customer that has objected to such amendment shall have 30 days from receipt of this notice within which to commence an action challenging the validity of such amendment, and such amendment shall be deemed effective as of the end of this 30-day period unless restrained by order of court.

C. **Amendments to Attachments**. The following attachments may be amended with the written concurrence of San Francisco and BAWSCA on behalf of the Wholesale Customers:

Attachment	Name
G	January 2006 Water Quality Notification and Communications Plan
J	Water Use Measurement and Tabulation
L-1	Identification of WSIP Projects as Regional/Retail
N-1	Balancing Account/Rate Setting Calculation Table
N-2	Wholesale Revenue Requirement Schedules
N-3	Schedule of Projected Water Sales, Wholesale Revenue Requirement and Wholesale Rates
P	Management Representation Letter

R Classification of Existing System Assets (subject to Section 5.11)

Amendments to these attachments shall be approved on behalf of San Francisco by the Commission and on behalf of BAWSCA by its Board of Directors, unless the Commission by resolution delegates such authority to the General Manager of the SFPUC or the Board of Directors by resolution delegates such authority to the General Manager/CEO of BAWSCA.

D. **Amendments to Individual Water Sales Contracts**. Individual Water Sales Contracts described in Section 9.01 may be amended with the written concurrence of San Francisco and the Wholesale Customer which is a party to that Individual Water Sales Contract; provided that the amendment is not inconsistent with this Agreement or in derogation of the Fundamental Rights of other Wholesale Customers under this Agreement.

Article 3. Water Supply

3.01. Supply Assurance

A. San Francisco agrees to deliver water to the Wholesale Customers up to the amount of the Supply Assurance. The Supply Assurance is for the benefit of the entities listed in Section 1.02, irrespective of whether or not they have executed this Agreement. Water delivered by San Francisco to Retail Customers shall not be included in the Supply Assurance. Until December 31, 2018, the foregoing commitment is subject to Article 4.

B. Both the Supply Assurance and the Individual Supply Guarantees identified in Section 3.02 are expressed in terms of daily deliveries on an annual average basis and do not themselves constitute a guarantee by San Francisco to meet peak daily or hourly demands of the Wholesale Customers, irrespective of what those peak demands may be. The parties acknowledge, however, that the Regional Water System has been designed and constructed to meet peak daily and hourly demands and that its capacity to do so has not yet been reached. San Francisco agrees to operate the Regional Water System to meet peak requirements of the Wholesale Customers to the extent possible without adversely affecting its ability to meet peak demands of Retail Customers. This Agreement shall not preclude San Francisco from undertaking to meet specific peak demand requirements of individual Wholesale Customers in their Individual Water Sales Contracts.

C. The Supply Assurance is perpetual and shall survive the expiration or earlier termination of this Agreement. Similarly, the Individual Supply Guarantees identified in Section 3.02 and/or the Individual Water Sales Contracts are perpetual and shall survive the expiration or earlier termination of this Agreement or the Individual Water Sales Contracts.

D. Notwithstanding the Supply Assurance established by this section, the Individual Supply Guarantees identified in Section 3.02 and the Individual Water Sales Contracts, the amount of water made available by San Francisco to the Wholesale Customers is subject to reduction, to the extent and for the period made necessary by reason of water shortage, Drought, Emergencies, or by malfunctioning or rehabilitation of facilities in the Regional Water System. Any such reduction will be implemented in accordance with Section 3.11. The amount of water made available to the Wholesale Customers may not be reduced, however, merely because the water recycling and groundwater projects which the WSIP envisions to be constructed within San Francisco, or the conservation programs intended to reduce water use

by Retail Customers that are included in the WSIP, do not generate the yield or savings (10 MGD combined) anticipated by San Francisco.

3.02. Allocation of Supply Assurance

A. Pursuant to Section 7.02 of the 1984 Agreement, a portion of the Supply Assurance has been allocated among 24 of the ~~27~~26 Wholesale Customers. These Individual Supply Guarantees are also expressed in terms of annual average metered deliveries of millions of gallons per day and are listed in Attachment C.

B. Three Wholesale Customers do not have Individual Supply Guarantees. The cities of San Jose and Santa Clara do not have an Individual Supply Guarantees because San Francisco has provided water to them on a temporary and interruptible basis as described in Sections 4.05 and 9.06. The City of Hayward does not have an Individual Supply Guarantee because of the terms of the 1962 contract between it and San Francisco, as further described in Section 9.03.

C. If the total amount of water delivered by San Francisco to Hayward and to the Wholesale Customers that are listed on Attachment C exceeds 184 MGD over a period of three consecutive fiscal years (i.e., July 1 through June 30), then the Individual Supply Guarantees of those Wholesale Customers listed on Attachment C shall be reduced pro rata so that their combined entitlement and the sustained use by Hayward does not exceed 184 MGD. The procedure for calculating the pro rata reduction in Individual Supply Guarantees is set out in Attachment D.

1. The provisions of this subsection C are not in derogation of the reservation of claims to water in excess of the Supply Assurance which are contained in Section 8.07. Nor do they constitute an acknowledgement by Wholesale Customers other than Hayward that San Francisco is obligated or entitled to reduce their Individual Supply Guarantees in the circumstances described herein. The provisions of this subsection C shall, however, be operative unless and until a court determines that its provisions violate rights of the Wholesale Customers derived independently of this Agreement.

2. The foregoing paragraph is not intended to and shall not constitute a contractual commitment on the part of San Francisco to furnish more water than the Supply Assurance to the Wholesale Customers or a concession by San Francisco that the provisions of this subsection violate any rights of the Wholesale Customers.

D. Notwithstanding the reservation of claims contained in Sections 3.02.C and 8.07, it shall be the responsibility of each Wholesale Customer to limit its purchases of water from San Francisco so as to remain within its Individual Supply Guarantee. San Francisco shall not be liable to any Wholesale Customer or be obligated to supply more water to any Wholesale Customer individually or to the Wholesale Customers collectively than the amount to which it or they are otherwise entitled under this Agreement due to the use by any Wholesale Customer of more water than the amount to which it is entitled under this Agreement.

E. San Francisco shall install such new connections between the Regional Water System and the distribution system of any Wholesale Customer that are necessary to deliver the quantities of water to which the Wholesale Customer is entitled under this Agreement. San Francisco shall have the right to determine the location of such connections, in light of the need to maintain the structural integrity of the Regional Water System and, where applicable, the need to limit peaking directly off of Regional Water System pipelines by a Wholesale Customer's individual retail customers, the need to ensure that a Wholesale Customer's individual retail customers have access to alternative sources of water in the event of a reduction in San Francisco's ability to provide them with water, and other factors which may affect the desirability or undesirability of a particular location. San Francisco's decisions regarding the location of new connections and the location, size and type of any new meters shall not be reviewable by a court except for an abuse of discretion or failure to provide a Wholesale Customer with connections and meters adequate to deliver the quantity of water to which it is entitled under this Agreement.

3.03. <u>Wholesale Customer Service Areas</u>

A. Each of the Individual Water Sales Contracts described in Section 9.01 will contain, as an exhibit, a map of the Wholesale Customer’s service area. A Wholesale Customer may not deliver water furnished to it by San Francisco outside the boundary of its service area without the prior written consent of San Francisco, except for deliveries to another Wholesale Customer on an emergency and temporary basis pursuant to Section 3.07.B.

B. If a Wholesale Customer wishes to expand its service area, it shall request San Francisco's consent to the expansion and provide information reasonably requested by San Francisco about the amount of water projected to be purchased from San Francisco to meet demand within the area proposed to be added to the service area.

C. San Francisco may refuse a Wholesale Customer's request to expand its service area on any reasonable basis. If San Francisco denies a request by a Wholesale Customer to expand its service area, or fails to act on the request for six months after it has been submitted, the Wholesale Customer may challenge San Francisco's denial or delay in court. Such a challenge may be based on the Wholesale Customers' claim, reserved in Section 8.07, that San Francisco is obligated under federal or state law to furnish water, included within its Individual Supply Guarantee, to it for delivery outside its then-existing service area and that it is entitled to enlarge its service area to supply water to such customers. San Francisco reserves the right to contest any such claim on any applicable ground. This subsection does not apply to San Jose and Santa Clara, whose maximum service areas are fixed pursuant to Section 9.06.

D. This section will not prevent San Francisco and any Wholesale Customer, other than San Jose and Santa Clara, from agreeing in an Individual Water Sales Contract or an amendment thereto that:

- the Wholesale Customer may expand its service area without subsequent San Francisco approval to a definitive size but no larger, or
- the Wholesale Customer will not expand its service area beyond its present limits without San Francisco approval

and waiving the provisions of this section with respect to any additional expansion.

E. If two or more Wholesale Customers agree to adjust the boundaries of their respective service areas so that one assumes an obligation to serve customers in an area that was previously within the service area of another Wholesale Customer, they may also correspondingly adjust their respective Individual Supply Guarantees. Such adjustments are not subject to the requirements of Section 3.04 and shall require only the consent of San Francisco and the Wholesale Customers involved, so long as the Supply Assurance and the Individual Supply Guarantees of other Wholesale Customers are not affected. Service area boundary adjustments that would result in the expansion of any California Water Service Company service areas are subject to the requirements of Section 9.02.D. Any adjustment of service area boundaries that would result in the supply of water in violation of this Agreement or the Act shall be void.

F. San Francisco acknowledges that it has heretofore consented in writing to deliveries of water by individual Wholesale Customers outside their service area boundaries and

agrees that nothing in this Agreement is intended to affect such prior authorizations, which remain in full force and effect according to their terms. Such authorizations shall be identified in the Individual Water Sales Contracts.

3.04. Permanent Transfers of Individual Supply Guarantees

A. A Wholesale Customer that has an Individual Supply Guarantee may transfer a portion of it to one or more other Wholesale Customers, as provided in this section.

B. Transfers of a portion of an Individual Supply Guarantee must be permanent. The minimum quantity that may be transferred is 1/10th of a MGD.

C. Transfers of portions of Individual Supply Guarantees are subject to approval by the SFPUC. SFPUC review is limited to determining (1) whether a proposed transfer complies with the Act, and (2) whether the affected facilities in the Regional Water System have sufficient capacity to accommodate delivery of the increased amount of water to the proposed transferee.

D. The participants in a proposed transfer shall provide notice to the SFPUC specifying the amount of the Individual Supply Guarantee proposed to be transferred, the proposed effective date of the transfer, which shall not be less than 60 days after the notice is submitted to the SFPUC, and the Individual Supply Guarantees of both participants resulting from the transfer. The SFPUC may require additional information reasonably necessary to evaluate the operational impacts of the transfer. The SFPUC will not unreasonably withhold or delay its approval; if the SFPUC does not act on the notice within 60 days, the transfer will be deemed to have been approved.

E. Within 30 days after the transfer has become effective, both the transferor and the transferee will provide notice to the SFPUC and BAWSCA. By September 30 of each year during the Term, the SFPUC and BAWSCA will prepare an updated Attachment C to reflect transfers occurring during the immediately preceding fiscal year.

F. Amounts transferred will remain subject to pro rata reduction under the circumstances described in Section 3.02.C and according to the formula set forth in Attachment D.

3.05. Restrictions on Resale

Each Wholesale Customer agrees that it will not sell any water purchased from San Francisco to a private party for resale by such private party to others in violation of the Act.

Each Wholesale Customer also agrees that it will not sell water purchased from San Francisco to another Wholesale Customer without prior written approval of the SFPUC, except on a temporary and emergency basis as permitted in Section 3.07.B.2. The SFPUC agrees that it will not unreasonably withhold its consent to a request by a Wholesale Customer to deliver water to another Wholesale Customer for resale.

3.06. Conservation; Use of Local Sources; Water Management Charge

A. In order to support the continuation and expansion of water conservation programs, water recycling, and development of alternative supplies within the Wholesale Customers' service areas, the SFPUC will, if requested by BAWSCA, include the Water Management Charge in water bills sent to Wholesale Customers. The SFPUC will deliver all Water Management Charge revenue to BAWSCA monthly and shall deliver an annual accounting of Water Management Charge revenue to BAWSCA within 90 days after the end of each fiscal year. The SFPUC's obligations to collect and deliver Water Management Charge revenue to BAWSCA under this subsection are conditioned on BAWSCA's delivery to the SFPUC of an annual report describing the projects and programs on which Water Management Charge funds received from the SFPUC during the previous fiscal year were expended and an estimate of the amount of water savings attributable to conservation programs and of the yield of alternative supplies developed. This report will be due within 180 days after the end of each fiscal year during which Water Management Charge funds were received.

B. The SFPUC will work together with BAWSCA to explore ways to support water conservation programs, recycling projects, and conjunctive use alternatives outside the Wholesale Service Area, in particular projects and programs that have the potential to increase both flows in the lower Tuolumne River (downstream of New Don Pedro Reservoir) and water deliveries to the Regional Water System.

C. Each Wholesale Customer shall take all actions within its legal authority related to water conservation that are necessary to insure that the SFPUC (a) remains eligible for (i) state and federal grants and (ii) access to the Drought Water Bank operated by the California Department of Water Resources, as well as other Drought-related water purchase or transfer

programs, and (b) complies with future legal requirements imposed on the Regional Water System by the federal government, the State, or any other third party as conditions for receiving funding or water supply.

D. San Francisco and each Wholesale Customer agree that they will diligently apply their best efforts to use both surface water and groundwater sources located within their respective service areas and available recycled water to the maximum feasible extent, taking into account the environmental impacts, the public health effects and the effects on supply reliability of such use, as well as the cost of developing such sources.

3.07. Restrictions on Purchases of Water from Others; Minimum Annual Purchases

A. Each Wholesale Customer (except for Alameda County Water District and the cities of Milpitas, Mountain View and Sunnyvale) agrees that it will not contract for, purchase or receive, with or without compensation, directly or indirectly, from any person, corporation, governmental agency or other entity, any water for delivery or use within its service area without the prior written consent of San Francisco.

B. The prohibition in subsection A does not apply to:

1. recycled water;

2. water necessary on an emergency and temporary basis, provided that the Wholesale Customer promptly gives San Francisco notice of the nature of the emergency, the amount of water that has been or is to be purchased, and the expected duration of the emergency; or

3. water in excess of a Wholesale Customer's Individual Supply Guarantee.

C. Alameda County Water District and the cities of Milpitas, Mountain View and Sunnyvale may purchase water from sources other than San Francisco, provided that San Francisco shall require that each purchase a minimum annual quantity of water from San Francisco. These minimum quantities are set out in Attachment E and shall also be included in the Individual Water Sales Contracts between San Francisco and each of these four Wholesale Customers. The minimum purchase requirement in these Individual Water Sales Contracts will be waived during a Drought or other period of water shortage if the water San Francisco makes available to these Wholesale Customers is less than its minimum purchase quantity.

3.08. Water Quality

A. San Francisco shall deliver treated water to Wholesale Customers (except Coastside County Water District, which receives untreated water from Crystal Springs and Pilarcitos Reservoirs) that complies with primary maximum contaminant level and treatment technique standards at the regulatory entry points designated in the San Francisco Regional Water System Domestic Water Supply Permit (currently Permit No. 02-04-04P3810001) issued by the California Department of Public Health (CDPH).

B. San Francisco will provide notice to the Wholesale Customers in accordance with the Water Quality Notification and Communications Plan (current version dated January 2006), attached hereto as Attachment G. San Francisco will regularly update its plan in consultation with the Wholesale Customers and the CDPH. The next update will be completed one year after the Effective Date and include expanded coverage of secondary maximum contaminant level exceedances and water quality communication triggers. The plan will note that the Wholesale Customers will receive the same notification no later than the San Francisco water system (currently Permit No. 02-04-01P3810011) except for distribution-related issues.

C. San Francisco and the Wholesale Customers will establish a Water Quality Committee. The Water Quality Committee will meet at least quarterly to collaboratively address water quality issues, such as Water Quality Notification and Communications Plan updates, regulatory issues, and water quality planning studies/ applied research. San Francisco and each Wholesale Customer will designate a representative to serve on the committee. There will be a Chair and Vice Chair position for the Water Quality Committee. The Chair and Vice Chair positions will be held by San Francisco and the Wholesale Customers and rotate between them on an annual basis.

3.09. Completion of WSIP

San Francisco will complete construction of the physical facilities in the WSIP by December ~~31, 2015~~30, 2021. The SFPUC agrees to provide for full public review and comment by local and state interests of any proposed changes that delay previously adopted project completion dates or that delete projects. The SFPUC shall meet and consult with BAWSCA before proposing to the Commission any changes in the scope of WSIP projects which reduce their capacity or ability to achieve adopted ~~levels~~Level of ~~service goals~~Service Goals and

Objectives. The SFPUC retains discretion to determine whether to approve the physical facilities in the WSIP until after it completes the CEQA process as set forth in Section 4.07.

3.10. Regional Water System Repair, Maintenance and Operation

A. San Francisco will keep the Regional Water System in good working order and repair consistent with prudent utility practice.

B. San Francisco will submit reports to its Retail and Wholesale Customers on the "State of the Regional Water System," including reports on completed and planned maintenance, repair or replacement projects or programs, by September of every even-numbered year, with reports to start in September 2010.

C. San Francisco will cooperate with any audit of the SFPUC's asset management practices that may be initiated and financed by BAWSCA or the Wholesale Customers. BAWSCA may contract with third parties to conduct the audits. San Francisco will consider the findings and recommendations of such audits and will provide a written response indicating agreement with the recommendations, or disagreement with particular recommendations and the reasons why, within 90 calendar days after receipt.

D. San Francisco will continue to operate its reservoirs in a manner that assigns higher priority to the delivery of water to the Bay Area and the environment than to the generation of electric power. The SFPUC, as the Regional Water System operator, is solely responsible for making day-to-day operational decisions.

3.11. Shortages

A. **Localized Water Reductions**. Notwithstanding San Francisco's obligations to deliver the Supply Assurance to the Wholesale Customers collectively and the Individual Supply Guarantees to Wholesale Customers individually, San Francisco may reduce the amount of water available or interrupt water deliveries to specific geographical areas within the Regional Water System service area to the extent that such reductions are necessary due to Emergencies, or in order to install, repair, rehabilitate, replace, investigate or inspect equipment in, or perform other maintenance work on, the Regional Water System. Such reductions or interruptions may be imposed by San Francisco without corresponding reductions or interruptions in the amount of water available to SFPUC water users outside the specific geographical area where reductions or interruptions are necessary, if the system's ability to

supply water outside the specific geographical area has not been impaired. In the event of such a reduction or interruption, San Francisco will restore the supply of water to the specific geographical area as soon as is possible. Except in cases of Emergencies (during which oral notice shall be sufficient), San Francisco will give the affected Wholesale Customer(s) reasonable written notice of such localized reductions or interruptions, the reasons therefor, and the probable duration thereof.

B. **System-Wide Shortages and SFPUC Response to Regional Emergencies**. Following a major system emergency event, the SFPUC will work closely with its Wholesale Customers to monitor customer demand, including the demand source. In the event that any individual Wholesale Service Area or Retail Service Area customer's uncontrolled distribution system leaks could result in major water waste and endanger the supply provided by the Regional Water System as a whole, flow through some customer connections may need to be temporarily reduced or terminated. SFPUC will work closely with customers to assess the nature of the demand (e.g. fire-fighting versus leakage), so that public health and safety protection can be given top priority.

1. All emergencies that require use of non-potable source water will require use of chlorine, or other suitable disinfectant, if feasible.

2. San Francisco will use its best efforts to meet the seismic reliability and delivery reliability ~~level~~Level of ~~service goals~~Service Goals and Objectives adopted by the Commission in conjunction with the WSIP. San Francisco will distribute water on an equitable basis throughout the Regional Water System service area following a regional Emergency, subject to physical limitations caused by damage to the Regional Water System.

3. San Francisco's response to Emergencies will be guided by the then-current version of the ERRP. The SFPUC shall periodically review, and the Commission may amend, the ERRP to ensure that it remains an up-to-date and effective management tool.

4. The SFPUC will give the Wholesale Customers notice of any proposal to amend the ERRP in a manner that would affect them. The notice will be delivered at least thirty days in advance of the date on which the proposal is to be considered by the Commission and will be accompanied by the text of the proposed amendment.

C. **Shortages Caused by Drought; Acquisition of Dry Year Supplies**. Notwithstanding San Francisco's obligations to deliver the Supply Assurance to the Wholesale

Customers collectively and the Individual Supply Guarantees to Wholesale Customers individually, San Francisco may reduce the amount of water available to the Wholesale Customers in response to Drought.

1. The Tier 1 Shortage Plan (Attachment H) will continue to be used to allocate water from the Regional Water System between Retail and Wholesale Customers during system-wide shortages of 20% or less.

2. San Francisco and the Wholesale Customers may negotiate in good faith revisions to the Tier 1 Shortage Plan to adjust for and accommodate anticipated changes due to demand hardening in the SFPUC's Wholesale and Retail Service Areas. Until agreement is reached, the current Tier 1 Shortage Plan will remain in effect.

3. The SFPUC will honor allocations of water among the Wholesale Customers ("Tier 2 Allocations") provided by BAWSCA or if unanimously agreed to by all Wholesale Customers. If BAWSCA or all Wholesale Customers do not provide the SFPUC with Tier 2 Allocations, then the SFPUC may make a final allocation decision after first meeting and discussing allocations with BAWSCA and the Wholesale Customers. For Regional Water System shortages in excess of 20%, San Francisco shall (a) follow the Tier 1 Shortage Plan allocations up to the 20% reduction, (b) meet and discuss how to implement incremental reductions above 20% with the Wholesale Customers, and (c) make a final determination of allocations above the 20% reduction. After the SFPUC has made the final allocation decision, the Wholesale Customers shall be free to challenge the allocation on any applicable legal or equitable basis.

4. San Francisco will use its best efforts to identify potential sources of dry year water supplies and establish the contractual and other means to access and deliver those supplies in sufficient quantity to meet a goal of not more than 20 percent system-wide shortage in any year of the design drought.

5. San Francisco will cooperate with BAWSCA to improve water supply reliability. As an example of such cooperation, San Francisco may invite a representative of BAWSCA to attend and participate in meetings with third parties for development of dry year water supplies. If San Francisco does not invite a BAWSCA representative to attend a specific scheduled meeting, it will promptly (within 30 days of any such meeting) provide BAWSCA with a written or oral report on the meeting, including any decisions reached at it, as well as information about planned subsequent meetings. Progress in securing dry year water supplies

will be reported to the SFPUC and the BAWSCA board of directors during the first quarter of each calendar year.

3.12. Wheeling of Water from Outside SFPUC System

Subject to the Wheeling Statute, the SFPUC will not deny use of Regional Water System unused capacity for wheeling when such capacity is available for wheeling purposes during periods when the SFPUC has declared a water shortage emergency under Water Code Section 350 if the following conditions are met:

A. The transferor pays reasonable charges incurred by the SFPUC as a result of the wheeling, including capital, operation, maintenance, administrative and replacement costs (as such are defined in the Wheeling Statute).

B. Wheeled water that is stored in the Regional Water System spills first.

C. Wheeled water will not unreasonably: (1) impact fish and wildlife resources in Regional Water System reservoirs; (2) diminish the quality of water delivered for consumptive uses; or (3) increase the risk of exotic species impairing Regional Water System operations. The transferor may at its own expense provide for treatment to mitigate these effects.

D. Priority will be given to wheeling by Wholesale Customers or BAWSCA over arrangements for third-party public entities.

3.13. Limits on New Customers

A. **New Wholesale Customers Prior to December 31, ~~2018~~2028**. Until December 31, ~~2018~~2028, San Francisco will not enter into contracts to supply water to any entity other than a Wholesale Customer (whether permanent or temporary, firm or interruptible) unless:

1. It completes any necessary environmental review under CEQA of the proposed new wholesale water service obligations as provided in Section 4.07;

2. It concurrently completes any necessary environmental review under CEQA as provided in Section 4.07 and commits to make both San Jose and Santa Clara permanent customers with Individual Supply Guarantees equal to at least 9 MGD; and

3. This Agreement is amended to incorporate any commitments to proposed new wholesale customers and to San Jose and Santa Clara, and to address the effects, if any,

of the new customer(s) on water supply reliability, water quality and cost to existing customers of the Regional Water System.

B. **New Wholesale Customers After December 31, ~~2018~~2028**. As of January 1, ~~2019~~2029, San Francisco will not enter into contracts to supply water to any entity other than a Wholesale Customer (whether permanent or temporary, firm or interruptible) unless:

1. It completes any necessary environmental review under CEQA of the proposed new wholesale water service obligations as provided in Section 4.07;

2. It concurrently completes any necessary environmental review under CEQA as provided in Section 4.07 and commits to make both San Jose and Santa Clara permanent customers with Individual Supply Guarantees equal to at least 9 MGD;

3. Doing so increases the reliability of the Regional Water System; and

4. This Agreement is concurrently amended (a) to reflect that increased reliability by means of an increased commitment by San Francisco to deliver water during Droughts and (b) to address the effects, if any, of the new customer(s) on water supply, water quality and cost to existing customers of the Regional Water System.

C. **New Retail Customers**. San Francisco may enter into new retail water service obligations outside of the City and County of San Francisco:

1. Only in Alameda, San Mateo, Santa Clara, San Joaquin and Tuolumne Counties;

2. That are within or immediately adjacent to areas in which it currently serves other Retail Customers; and

3. Until the aggregate additional demand represented by the new retail customers reaches 0.5 MGD.

The limitations on serving new Retail Customers described in this subsection do not apply to historical obligations to supply water that may be contained in prior agreements between the SFPUC or its predecessor the Spring Valley Water Company, and individual users or property owners located adjacent to Regional Water System transmission pipelines.

D. **Water Exchanges and Cost Sharing Agreements with Other Water Suppliers**. Subject to completion of necessary environmental review under CEQA, San

Francisco may at any time enter into water exchanges or cost sharing agreements with other water suppliers to enhance dry year or normal year water deliveries, provided that San Francisco cannot incur new water service obligations to such other water suppliers unless the requirements for taking on new wholesale customers in subsections A and B above are met.

3.14. <u>Measurement of Water</u>

A. The parties recognize that continuous and accurate measurement of water deliveries to and from the Regional Water System and maintenance of complete and accurate records of those measurements is necessary (1) for the costs of the Regional Water System to be allocated in accordance with this Agreement, (2) for implementation of other provisions of this Agreement, and (3) for effective operation and maintenance of a water system serving a large urbanized region.

B. It is the responsibility of the SFPUC to obtain and record these measurements. To do so, the SFPUC shall install, maintain and operate measuring and recording equipment at the following locations: (1) inputs to the Regional Water System from all water sources ("System Input Meters"), (2) internal flow meters to support operation of the Regional Water System ("In-Line Meters"), (3) deliveries to the City at the San Francisco-San Mateo County line ("County-Line Meters") and to three reservoirs in San Francisco ("In-City Terminal Reservoir Meters"), (4) deliveries to SFPUC Retail Customers located outside the boundaries of the City, and (5) deliveries to the Wholesale Customers, as described and illustrated in Attachment J.

C. The SFPUC shall inspect, test, service, and calibrate the measuring and recording equipment installed at the locations described in subsection B and will repair or replace them when necessary, in order to ensure that their accuracy is consistent with specifications provided in Attachment J.

D. The SFPUC shall continue to contract with a qualified independent metering consultant to perform periodic inspection, testing, servicing and calibration of the County-Line Meters, the In-City Terminal Reservoir Meters, and the System Input and In-Line Meters described in Attachment J, as well as the portion of the SFPUC's Supervisory Control and Data Acquisition (SCADA) system that utilizes the flow signals produced by that measuring and recording equipment. The method, schedule and frequency for calibration and maintenance of the County-Line Meters and the In-City Terminal Reservoir Meters are specified in

Attachment J. The SFPUC shall provide copies of the metering consultant's reports to BAWSCA.

E. System Input Meters measure water deliveries into the Regional Water System from sources such as Hetch Hetchy and the SFPUC's water treatment plants. System Input Meters also measure deliveries from the Regional Water System to outside sources or from such sources to the Regional Water System through interties with the Santa Clara Valley Water District and the East Bay Municipal Utility District. In-Line Meters measure internal system flows and are located on the Bay Division Pipelines and other main transmission pipelines. These meters are collectively referred to as the "System Input and In-line Meters." Similar to the County-Line Meters, the System Input and In-Line Meters have secondary metering equipment, such as differential pressure transmitters and flow recorders. The System Input and In-Line Meters, and all associated secondary metering equipment, shall be calibrated and maintained according to the method, schedule, and frequency specified in the Procedures Manual described in subsection G, below.

F. The locations of the smaller and more numerous meters described in subsection B (4) and (5) are not illustrated in Attachment J; however, they are also critical in the determination of cost allocations, and accordingly require continued maintenance and calibration. It is the responsibility of the SFPUC to maintain the accuracy of these meters and their secondary metering equipment.

G. The SFPUC will prepare a Procedures Manual which will describe in detail the procedures for periodic inspection, testing, servicing and calibration of the measuring and recording equipment described in subsection B. Once the Procedures Manual is completed, the SFPUC and BAWSCA may agree that it should supersede some or all of the requirements in Attachment J regarding the County-Line and the In-City Terminal Reservoir Meters. Unless and until such an agreement is reached and documented, however, the requirements in Attachment J, Section D will continue in force as minimum standards for meter maintenance and calibration of the County-Line and In-City Terminal Reservoir Meters (subject to modification under the circumstances described in Attachment J, Section A.4).

H. If BAWSCA and the SFPUC are unable to agree on the water use calculations required by Attachment J for a particular year, the Wholesale Customers may file a demand for arbitration challenging the SFPUC's determination of the Wholesale Revenue Requirement for

that year on the basis of its reliance on disputed water use calculations. Such a challenge must be brought in the manner and within the time specified in Section 8.01.

3.15. New Sources of Water Supply to Maintain Supply Assurance

A. **Urgent Reductions of Existing Surface Water Supplies**. Sudden and unanticipated events may require San Francisco to act promptly to protect the health, safety and economic well-being of its Retail and Wholesale Customers. Such sudden events include, but are not limited to drought, earthquakes, terrorist acts, catastrophic failures of facilities owned and operated by San Francisco, and other natural or man-made events. If such events diminish San Francisco's ability to maintain the Supply Assurance, San Francisco may increase the Wholesale Revenue Requirement to pay for planning, evaluation and implementation of replacement sources of supply when such needs arise and without the prior approval of the Wholesale Customers. San Francisco will keep the Wholesale Customers informed of actions being taken under this subsection, progress made, and contingency actions the Wholesale Customers may need to consider taking. To the extent appropriate and applicable, San Francisco will act in accordance with Section 3.11 and the ERRP. Nothing in this subsection limits San Francisco's obligations under Section 3.11 to pursue additional sources of supply to augment supplies available during drought.

B. **Non-Urgent Reductions of Existing Surface Water Supplies**. Climate change, regulatory actions and other events may impact San Francisco's ability to maintain the Supply Assurance from its existing surface water supplies, but on timescales long enough to permit San Francisco to collaborate with its Wholesale Customers on how best to address possible impacts to water supply. If such events diminish San Francisco's ability to maintain the Supply Assurance, San Francisco may increase the Wholesale Revenue Requirement to pay for planning, evaluation and implementation of replacement sources of supply when such needs arise and without the prior approval of the Wholesale Customers. San Francisco will keep the Wholesale Customers informed of actions being taken under this subsection, progress made, and contingency actions the Wholesale Customers may need to consider taking. San Francisco will solicit input and recommendations from BAWSCA and the Wholesale Customers, and take those recommendations into consideration. Prior to Commission approval of plans or taking other actions that would impact the Wholesale Revenue Requirement, San Francisco will hold a public hearing to receive written and oral comments. Nothing in this subsection modifies San

Francisco's obligation to maintain the ability to provide the Supply Assurance under this Agreement.

3.16. New Sources of Water Supply to Increase Supply Assurance

A. **Surface Water Supplies From Existing Watersheds After 2018**. The Commission action in SFPUC Resolution Number 08-0200, adopted October 30, 2008 requires certain decisions by San Francisco regarding whether to supply more than 265 MGD from its watersheds following 2018. Such decisions are to be made by December 31, 2018, subject to the exercise of San Francisco's retained CEQA discretion in Section 4.07. San Francisco's future decisions may include an offer to increase the Supply Assurance at the request of some or all of its Wholesale Customers. Costs associated with providing additional water from its existing water supplies in San Mateo, Santa Clara, Alameda, Tuolumne, and Stanislaus Counties shall be allocated to Wholesale and Retail Customers as described in Article 5.

B. **New Water Supplies**. If San Francisco seeks to develop additional water supplies from new sources to increase the Supply Assurance available to Wholesale Customers, studies and resulting water supply projects will be conducted jointly with BAWSCA under separate agreement(s) specifying the purpose of the projects, the anticipated regional benefits and how costs of studies and implementation will be allocated and charged. Nothing in this Agreement shall serve as precedent for the allocation of such new supply capital costs between Retail and Wholesale Customers or associated operational expenses, which shall only occur following approval of both parties and amendment of this Agreement, if necessary, under Section 2.03.

3.17. Westside Basin ~~Conjunctive Use Program~~Groundwater Storage and Recovery Project

~~Subject to completion of necessary CEQA review as provided in Section 4.07~~In August 2014, the SFPUC ~~may~~ approved a WSIP project called the Groundwater Storage and Recovery Project ("Project"), which authorized the SFPUC to enter into an agreement governing the operation of the Project with the ~~cities~~Participating Pumpers entitled "Agreement for Groundwater Storage and Recovery from the Southern Portion of the Westside Groundwater Basin by and among the San Francisco Public Utilities Commission, the City of Daly City~~ and~~, the City of San Bruno, and ~~the~~ California Water Service Company~~, South San Francisco Service Area ("Participating Pumpers") governing the operation of the South Westside~~

~~Basin Conjunctive Use Program ("Program"), a WSIP Project.~~" ("Project Operating Agreement"), which became effective on December 16, 2014. The ~~Program would produce~~Project produces Regional benefits for all customers of the Regional Water System by making use of available groundwater storage capacity in the Southern portion of the Westside Basin through the supply of additional surface water ("In Lieu Water") to the Participating Pumpers from the Regional Water System, in exchange for a corresponding reduction in groundwater pumping at existing wells owned by the Participating Pumpers. The new groundwater supply that ~~would accrue~~accrues to storage as a result of delivery of In Lieu Water ~~would then~~will be recovered from the SFPUC ~~basin storage account~~Storage Account during water shortages using new ~~SFPUC~~ Regional ~~Program wells~~Project Facilities or Shared Facilities operated by the Participating Pumpers and the SFPUC. ~~Program~~ Project mitigation capital costs and annual Project operations and maintenance expenses and water supplies ~~are expected to~~shall be allocated as follows:

A. All In Lieu Water delivered to the Participating Pumpers shall be (1) temporary and interruptible in nature and (2) at the sole discretion of the SFPUC based on the total volume of water available to the Regional Water System.

B. All In Lieu Water delivered to the Participating Pumpers shall be considered a delivery of water to storage and shall not be construed to affect or increase the Individual Supply Guarantees of these ~~wholesale customers~~Wholesale Customers or to otherwise entitle them to any claim of water in excess of their Individual Supply Guarantees~~ or their Interim Supply Allocations. Furthermore, Environmental Enhancement Surcharges authorized under Section 4.04 will not be applied by the SFPUC to any quantity of In Lieu Water that is delivered to the Participating Pumpers, but will instead be based solely on Participating Pumper water deliveries in excess of their respective Interim Supply Allocations.~~.

C. In the event that it is necessary to reduce the Participating Pumpers' aggregate designated quantity of groundwater production allocation pursuant to Section 4.7 of the Project Operating Agreement, the SFPUC may supply an annual maximum of up to 500 acre feet of Participating Pumper Replacement Water from the Regional Water System at a price comparable to the Participating Pumpers' then-current groundwater cost, as may be adjusted annually as provided for in Section 4.7 of the Project Operating Agreement. Each of the Participating Pumpers may elect to take delivery of its share of Participating Pumper

Replacement Water either as interruptible surface water deliveries from the Regional Water System or as a transfer of storage credits from the SFPUC Storage Account. All revenue received from such water sales or transfers shall be considered revenue related to the sale of water and allocated between Retail Customers and Wholesale Customers on the basis of Proportional Water Use. All volumes of Participating Pumper Replacement Water delivered shall not be construed to affect or increase the Individual Supply Guarantees of these Wholesale Customers or to otherwise entitle them to any claim of water in excess of their Individual Supply Guarantees.

D. Any operation and maintenance expenses incurred by the Participating Pumpers and the SFPUC that are related to the operation of ~~Regional Program wells~~Project Facilities and ~~related assets~~Shared Facilities for Project purposes shall be included as Regional pumping expenses under Section 5.05.B of this Agreement and included as part of the Wholesale Revenue Requirement. For rate setting purposes, estimated ~~Regional Program~~Project operation and maintenance expenses shall be used as set forth in Section 6.01~~.~~ of this Agreement. Operation and maintenance expenses associated with the Participating Pumpers' ~~existing wells~~Existing Facilities that do not provide Regional benefits shall not be included in the Wholesale Revenue Requirement. On a case-by-case basis, the SFPUC may include ~~Participating Pumper existing well~~ operation and maintenance expenses associated operation of the Participating Pumpers' Existing Facilities in the Wholesale Revenue Requirement provided that such expenses (1) are solely attributable to ~~Regional Program~~Project operations for a Regional benefit and (2) are not caused by the Participating Pumper's failure to operate and maintain its existing wells in a reasonable and prudent manner consistent with water utility industry standards. The SFPUC shall provide the Wholesale Customers with copies of Project Operation and Maintenance Expenses documentation provided by the Participating Pumpers under Section 9.2 of the Project Operating Agreement.

E. The Project Mitigation, Monitoring and Reporting Program ("MMRP") adopted by the SFPUC included mitigation measure HY-6 to prevent well interference impacts to the Irrigation Well Owners. In mitigation measure HY-6, the SFPUC agreed to provide standby supplies of Irrigation Well Owner Replacement Water from the Regional Water System, to alter Project operations, and implement other actions (e.g., well replacement) to avoid well interference impacts that require the consent of the Irrigation Well Owners. The SFPUC's Project mitigation and other obligations to the Irrigation Well Owners are memorialized in substantially identical "Groundwater Well Monitoring and Mitigation Agreements" with one or

more of the Irrigation Well Owners. For purposes of this Agreement, water supplies, and the capital costs and operations and maintenance expenses associated with providing Irrigation Well Owner Replacement Water and implementing other mitigation actions identified in the Project MMRP, shall be allocated as follows:

1. Irrigation Well Owner Replacement Water shall be limited to a cumulative maximum of 1.76 mgd and shall be delivered only in volumes necessary for mitigating well interference impacts as provided in the Project MMRP. The supply of Irrigation Well Owner Replacement Water by the SFPUC shall not be considered a new water supply commitment to Retail Customers or Wholesale Customers under Section 3.13 of this Agreement. The annual volume of Irrigation Well Owner Replacement Water supplied shall be metered and allocated as water from the Regional Water System during shortages between Retail Customers and Wholesale Customers in proportion to and consistent with the provisions of the Shortage Allocation Plan. All revenue received from Irrigation Well Owners for metered deliveries of Irrigation Well Owner Replacement Water shall be considered revenue related to the sale of water and allocated between Retail Customers and Wholesale Customers on the basis of Proportional Water Use.

2. All Project capital costs incurred by the SFPUC in complying with the mitigation measures in the Project MMRP shall be considered Regional capital costs under Section 5.04 of this Agreement.

3. Operations and maintenance expenses incurred by the SFPUC in maintaining Project mitigation assets described in the Project MMRP shall be considered Regional transmission and distribution expenses under Section 5.05.D of this Agreement. Well pumping expenses that are required to be paid by the SFPUC in the agreements with the Irrigation Well Owners shall be considered Regional pumping expenses under Section 5.05.B of this Agreement.

4. Any wheeling charges imposed by California Water Service Company for delivery of Irrigation Well Owner Replacement Water shall be considered Regional transmission and distribution expenses under Section 5.05.D of this Agreement.

~~E.~~F. The SFPUC will audit (1) operation and maintenance expenses submitted by the Participating Pumpers, and (2) well pumping expenses submitted by the Irrigation Well Owners, for reimbursement to confirm that such costs were incurred, respectively, as a result of (1) operating ~~Regional Program wells and related assets.~~Project Facilities and Shared Facilities for

a Regional benefit and (2) complying with mitigation obligations in the Project MMRP. Costs associated with the use of ~~Program facilities~~Project Facilities or Shared Facilities for Direct Retail or Direct Wholesale purposes, or that do not otherwise provide Regional benefits, shall not be included in the Wholesale Revenue Requirement. The SFPUC is responsible for resolving disputes with the Participating Pumpers and Irrigation Well Owners concerning expense allocations. ~~Program~~Project expense documentation, including documentation of negotiation and settlement of disputed costs, will be available for review during the Compliance Audit described in Section 7.04~~.~~ of this Agreement. The Wholesale Customers may dispute the SFPUC's resolution of expense allocations through the arbitration provisions in Section 8.01 of this Agreement.

~~F.~~G. The SFPUC may direct the Participating Pumpers to recover water from the SFPUC ~~basin storage account~~Storage Account for any type of shortage referenced in Section 3.11~~.~~ of this Agreement. Water recovered from the SFPUC ~~basin storage account~~Storage Account using ~~Regional Program wells~~Project Facilities and Shared Facilities may be used for (1) the benefit of all Regional Water System customers; (2) Retail Customers; or (3) one or more of the Participating Pumpers. The Wholesale Revenue Requirement shall only include operation and maintenance expenses incurred due to the operation of ~~Program wells for Regional benefits~~Project Facilities and Shared Facilities for Regional benefits, including expenses incurred due to compliance with mitigation measures in the Project MMRP.

~~G.~~H. All water recovered during shortages caused by drought from the SFPUC ~~basin storage account~~Storage Account for Regional benefit, by the Participating Pumpers and by the SFPUC for delivery to Retail and Wholesale Customers~~ during Shortages caused by Drought~~, shall be used to free up a comparable volume of surface water from the Regional Water System for allocation in accordance with the Tier 1 Shortage Plan.

~~H.~~I. If the ~~Program~~Project is terminated for any reason, including breach of the ~~Program agreement~~Project Operating Agreement by one or more of the Participating Pumpers or the SFPUC, a force majeure event as specifically defined by the Project Operating Agreement, or due to regulatory action or legal action, then:

1. Any water remaining in the SFPUC ~~Regional storage account~~Storage Account shall be used for the benefit of all customers of the Regional Water System;

2. Outstanding eligible operation and maintenance expenses, including costs incurred during recovery of remaining stored water, will be allocated as provided in this ~~section~~Section 3.17 of this Agreement; and

3. ~~The~~If Project Facilities are no longer capable of being used for a Regional benefit, the Wholesale Customers will be credited with their share of proceeds from disposition of ~~Program facilities~~Project Facilities or reimbursed their share of such capital costs for any ~~Program facilities~~Project Facilities which are retained by the SFPUC for Direct Retail benefit and not used for the benefit of the Wholesale Customers, on the basis of (a) original cost less depreciation and outstanding related Indebtedness or (b) original cost less accumulated depreciation for revenue funded ~~Regional Program facilities.~~ Project Facilities.

J. In the event that a Participating Pumper establishes the occurrence of a force majeure event as defined in the Project Operating Agreement, the SFPUC may enter into negotiations with the Participating Pumper to take over the operation of the portion of any Shared Facilities used for Project purposes for continued Regional use. If the SFPUC cannot reach agreement regarding the continued use of Shared Facilities for ongoing Regional benefit, the Participating Pumper shall reimburse the SFPUC and the Wholesale Customers for their respective shares of previously incurred Project capital costs used to upgrade the Shared Facilities on the basis of (a) original cost less depreciation and outstanding related Indebtedness or (b) original cost less accumulated depreciation for revenue funded Shared Facilities. In the event that the SFPUC seeks to take over the operation of Shared Facilities for Direct Retail use, or one or more Wholesale Customers seeks to negotiate with a Participating Pumper to take over the operation of Shared Facilities for individual use or Direct Wholesale use, the party or parties benefiting from such transfer of Shared Facilities shall reimburse the other parties to this Agreement with their respective shares of previously incurred Project capital costs on the basis described in the previous sentence, or as the parties may otherwise agree.

3.18. Water Supply Agreement Amendment Required.

San Francisco may not change the existing condition of the Hetch Hetchy Reservoir by:

1. Abandoning or decommissioning O'Shaughnessy Dam; or
2. Draining Hetch Hetchy Reservoir, except for purposes of (i) repair, rehabilitation, maintenance, improvement, or reconstruction of O'Shaughnessy Dam or appurtenances, (ii) supplying water to the Bay

Area during drought, or (iii) meeting water release requirements under the Raker Act, or federal or state law,

unless the parties enter into an amendment to the Water Supply Agreement, in full force and effect, adopted in accordance with Section 2.03.

The amendment shall state, or restate, as the case may be:

A. The level of service goals for seismic reliability and delivery reliability adopted by the Commission in conjunction with such proposed changes to the Regional Water System, provided such goals are at least as protective of the Wholesale Customers as the Level of Service Goals and Objectives;

B. The level of water quality to be delivered, which is currently provided for in Section 3.08, and

C. The specific cost allocation procedures, written as an amendment to Article 5, which apply to (1) the abandonment or decommissioning of O'Shaughnessy Dam, or (2) the draining of Hetch Hetchy Reservoir, and (3) the development, operation and maintenance of New Regional Assets that may be required to replace water supplied by Hetch Hetchy Reservoir and delivered to the Bay Area.

In the event that the parties are not able to agree upon and approve an amendment to the Water Supply Agreement as set forth above, San Francisco may not abandon or decommission O'Shaughnessy Dam or drain Hetch Hetchy Reservoir.

Article 4. Implementation of Interim Supply Limitation.

4.01. Interim Supply Limitation Imposed by SFPUC

In adopting the WSIP in Res. No. 08-0200, the Commission included full implementation of all proposed WSIP capital improvement projects to achieve ~~level of service goals~~Level of Service Goals and Objectives relating to public health, seismic safety, and delivery reliability, but decided to adopt a water supply element that includes the Interim Supply Limitation. This article describes how the parties will implement the Interim Supply Limitation imposed by the SFPUC between the Effective Date and December 31, 2018~~.~~, and how the SFPUC will conduct water supply planning after December 31, 2018.

4.02. Retail and Wholesale Customer Allocations Under Interim Supply Limitation

The Interim Supply Limitation is allocated as follows between Retail and Wholesale Customers:

Retail Customers' allocation: 81 MGD

Wholesale Customers' allocation: 184 MGD

The Wholesale Customers' collective allocation of 184 MGD under the Interim Supply Limitation includes the demand of the cities of San Jose and Santa Clara, whose demand is not included in the Supply Assurance, as provided in Section 3.02.B. By December 31st, 2010, the Commission will establish each Wholesale Customer's Interim Supply Allocation at a public meeting.

4.03. Transfers of Interim Supply Allocations

A. Any Wholesale Customer, including Hayward, may transfer a portion of its Interim Supply Allocation to one or more other Wholesale Customers, as provided in this section. All Wholesale Customers are also eligible transferees, including California Water Service Company up to its Individual Supply Guarantee.

B. Transfers of a portion of an Interim Supply Allocation must be prospective. The duration of a transfer cannot be less than the balance of the fiscal year. The minimum quantity that may be transferred is 1/10th of a MGD.

C. Transfers of portions of Interim Supply Allocations are subject to approval by the SFPUC. SFPUC review is limited to determining (1) whether a proposed transfer complies with the Act, and (2) whether the affected facilities in the Regional Water System have sufficient capacity to accommodate delivery of the increased amount of water to the proposed transferee.

D. The participants in a proposed transfer shall provide notice to the SFPUC specifying the amount of the Interim Supply Allocation proposed to be transferred and the proposed effective date of the transfer, which shall not be less than 60 days after the notice is submitted to the SFPUC. The SFPUC may require additional information reasonably necessary to evaluate the operational impacts of the transfer. The SFPUC will not unreasonably withhold or delay its approval; if the SFPUC does not act on the notice within 60 days, the transfer will be deemed to have been approved.

E. Within 30 days after the transfer has become effective, both the transferor and the transferee will provide written notice to the SFPUC and BAWSCA.

F. Transfers of Interim Supply Allocations shall continue in effect until the earlier of (1) delivery of written notice to the SFPUC by the transfer participants that the transfer has been rescinded or (2) December 31, 2018.

4.04. Environmental Enhancement Surcharge

A. **Establishment of Environmental Enhancement Surcharge**. Beginning with wholesale water rates for fiscal year 2011-2012, and continuing for the duration of the Interim Supply Limitation, the Commission will establish the Environmental Enhancement Surcharge concurrently with the budget-coordinated rate process set forth in Article 6 of this Agreement. The monetary amount of the Environmental Enhancement Surcharge per volume of water, such as dollars per acre-foot, will be equivalent for Retail Customer use in excess of 81 MGD and Wholesale Customer use in excess of 184 MGD. The Environmental Enhancement Surcharge will be simple to calculate so that Wholesale Customers can estimate potential surcharges for budgeting purposes and establish retail rates within their service areas.

B. **Application of Environmental Enhancement Surcharge**. Beginning in fiscal year 2011-12, the Environmental Enhancement Surcharge will be levied only if and when combined Retail Customer and Wholesale Customer purchases exceed the Interim Supply Limitation of 265 MGD and if the fund described in subsection D below has been established by

the San Francisco Board of Supervisors. In that event, the Environmental Enhancement Surcharge will apply to Retail Customers for use in excess of 81 MGD and to individual Wholesale Customers for use in excess of their Interim Supply Allocations established by the Commission pursuant to Section 4.02.

1. Environmental Enhancement Surcharges related to the Retail Customers' use in excess of their 81 MGD Retail Customer Allocation will be paid by the SFPUC, and no portion of such surcharges may be allocated to Wholesale Customers. The method of recovering the Environmental Enhancement Surcharges imposed upon Retail Customers shall be within the sole discretion of the SFPUC.

2. Environmental Enhancement Surcharges related to the individual Wholesale Customers' use in excess of their respective Interim Supply Allocations will be paid to the SFPUC by individual Wholesale Customers.

C. **Collection of Environmental Enhancement Surcharge**. Notwithstanding the budget-coordinated rate setting process contemplated in Article 6 of this Agreement, the Environmental Enhancement Surcharge for any given year will be determined retrospectively based on actual annual usage during the fiscal year in excess of the Interim Supply Allocation and paid in equal monthly installments over the remainder of the immediately following fiscal year.

D. **Establishment of Fund for Environmental Enhancement Surcharge Proceeds**. Environmental Enhancement Surcharges paid by the SFPUC and by Wholesale Customers will be placed into a restricted reserve fund. The SFPUC will request the San Francisco Board of Supervisors to establish this fund by ordinance and, if adopted, the fund will be subject to the following restrictions:

1. Interest earnings will stay in the reserve fund.

2. The reserve fund shall (a) be subject to automatic appropriation; (b) require unexpended and unencumbered fund balances to be carried forward from year to year; and (c) not be transferred to the San Francisco General Fund.

3. The reserve fund may be used only for specific environmental restoration and enhancement measures for the Sierra and local watersheds, such as those included in the Watershed Environmental Improvement Program.

4. Environmental Enhancement Surcharge proceeds shall be expended in an expeditious manner. Any Environmental Enhancement Surcharge proceeds that remain in the reserve fund as of December 31, 2018 shall be used to complete projects previously approved under subsection E. Upon completion of the identified projects, the balance of any unexpended sums in the reserve fund shall be distributed to BAWSCA and the SFPUC in proportion to the total amount of surcharges assessed to the Wholesale and Retail Customers, respectively.

~~B.~~E. **Use of Environmental Enhancement Surcharge Proceeds**. Specific uses of Environmental Enhancement Surcharges will be decided by the SFPUC and BAWSCA General Managers following input from environmental stakeholders and other interested members of the public. If parties are unable to agree, then they will jointly select a third person to participate in making the decision.

4.05. San Jose/ Santa Clara Interim Supply Allocation and Process for Reduction/ Termination.

San Francisco will supply a combined annual average of 9 MGD to the cities of San Jose and Santa Clara through ~~2018~~2028. Water supplied by San Francisco may only be used in the ~~existing~~ defined service areas ~~in the northern portions~~ of San Jose and Santa Clara shown on Attachment Q-1 and Q-2, respectively. San Francisco may reduce the quantity of water specified in this section when it establishes the Interim Supply Allocations for Wholesale Customers in Section 4.02. The establishment of Interim Supply Allocations for San Jose and Santa Clara shall not be considered a reduction of supply within the meaning of this section, provided that the Interim Supply Allocations assigned to San Jose and Santa Clara do not effect a reduction greater than the aggregate average reduction in Individual Supply Guarantees for Wholesale Customers that have such guarantees. The application of Interim Supply Allocations to San Jose and Santa Clara ~~is~~, and water supply planning after December 31, 2018, are subject to the following provisions:

A. In December 2010 and in each December thereafter through ~~2017~~2027, the SFPUC shall prepare and the Commission shall consider, at a regularly scheduled public meeting, a Water Supply Development Report detailing progress made toward (1) meeting the Interim Supply Limitation by June 30, 2018 and (2) developing additional water supplies that will allow the Commission to designate San Jose and Santa Clara as permanent Wholesale

Customers of the Regional Water System with a combined Individual Supply Guarantee of up to 9 MGD by the end of the Term on June 30, 2034.

B. The annual Water Supply Development Report shall be based on water purchase projections and work plans ~~for achieving the Interim Supply Limitation in the Retail and Wholesale Service Areas. The projections and work plans will be~~ prepared by the SFPUC for the Retail Customers and by BAWSCA for the Wholesale Customers, respectively, and submitted to the Commission in June of each year beginning in 2010.

C. If the Commission finds that the projections in the Water Supply Development Report show that (1) the Interim Supply Limitation will not be met by June 30, 2018, as a result of Wholesale Customers' projected use exceeding 184 MGD, or (2) the purchases of the Wholesale Customers, including San Jose and Santa Clara, are projected to exceed 184 MGD before June 30, 2028, the Commission may issue a conditional ~~five~~ ten year notice of interruption or reduction in supply of water to San Jose and Santa Clara.

D. Upon issuance of the conditional notice of interruption or reduction, the SFPUC will prepare a new analysis of water supply that will be utilized by the San Francisco Planning Department in its preparation of any necessary documentation under CEQA pursuant to Section 4.07 on the impacts of interrupting or reducing service to San Jose and Santa Clara.

E. Such notice of interruption or reduction will be rescinded if the Commission finds, based upon a subsequent annual Water Supply Development Report, that (1) sufficient progress has been made toward meeting the Interim Supply Limitation, or (2) projections show that the ~~Interim Supply Limitation~~projected purchases of the Wholesale Customers, including San Jose and Santa Clara, will ~~be met~~not exceed 184 MGD by June 30, ~~2018~~2028.

F. In no case shall any interruption or reduction of service to San Jose or Santa Clara pursuant to this section become effective less than two years from the completion of the CEQA process (not including resolution of any appeals or litigation) or ~~five~~ten years from the notice, whichever is longer. If the ~~five~~ ten year notice is issued after ~~2013~~2018, such interruption or reduction would ~~occur~~be effective after ~~2018~~2028.

G. If deliveries to San Jose and Santa Clara are interrupted, existing turnout facilities to San Jose and Santa Clara will remain in place for possible use during emergencies.

H. San Francisco and the cities of San Jose and Santa Clara will cooperate with BAWSCA and the Santa Clara Valley Water District in the identification and implementation of additional water sources and conservation measures for the cities' service areas that are relevant to the water supply and the possible offer of permanent status for the two cities by the SFPUC.

4.06. San Francisco Decisions in ~~2018~~2028 Regarding Future Water Supply

A. By December 31, ~~2018~~2028, San Francisco will have completed any necessary CEQA review pursuant to Section 4.07 that is relevant to making San Jose and Santa Clara permanent customers of the Regional Water System and will decide whether or not to make San Jose and Santa Clara permanent customers of the Regional Water System~~.~~ with a combined Individual Supply Guarantee of 9 MGD allocated equally between the two cities, as well as how much water in excess of 9 MGD it will supply to San Jose and Santa Clara. San Francisco will make San Jose and Santa Clara permanent customers only if, and to the extent that, San Francisco determines that Regional Water System long term water supplies are available. In the event that San Francisco decides to afford permanent status to San Jose and Santa Clara, this Agreement will be amended pursuant to Section 2.03.

B. By December 31, ~~2018~~2028, San Francisco will have completed any necessary CEQA review pursuant to Section 4.07 and will decide how much water, if any, in excess of the Supply Assurance it will supply to Wholesale Customers from the Regional Water System to meet their projected future water demands until the year ~~2030~~2040, and whether to offer a corresponding increase in the Supply Assurance as a result of ~~its determination~~these determinations.

4.07. Retained Discretion of SFPUC and Wholesale Customers

A. This Agreement contemplates discretionary actions that the SFPUC and the Wholesale Customers may choose to take in the future that could result in physical changes to the environment ("Discretionary Actions"). The Discretionary Actions include decisions to:

1. Develop additional or alternate water resources by the SFPUC or one or more Wholesale Customers;

2. Implement the physical facilities comprising the WSIP by December ~~31, 2015;~~ 30, 2021;

3. Approve wheeling proposals by Wholesale Customers;

4. Approve new wholesale customers and water exchange or cost sharing agreements with other water suppliers;

5. Provide additional water to San Jose and/or Santa Clara;

6. Offer permanent status to San Jose and/or Santa Clara;

7. Reduce or terminate supply to San Jose and/or Santa Clara;

8. Provide additional water to Wholesale Customers in excess of the Supply Assurance to meet their projected future water demands; ~~and~~

9. Offer a corresponding volumetric increase in the Supply Assurance~~.~~; and

10. Implement the Hetch Hetchy Water and Power projects listed in Attachment R-2.

The Discretionary Actions may require the SFPUC or Wholesale Customers to prepare environmental documents in accordance with CEQA prior to the SFPUC or the Wholesale Customers determining whether to proceed with any of the Discretionary Actions. Accordingly, and notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement commits the SFPUC or the Wholesale Customers to approve or carry out any Discretionary Actions that are subject to CEQA. Furthermore, the SFPUC's or Wholesale Customers' decisions to approve any of these Discretionary Actions are subject to the requirement that San Francisco and each Wholesale Customer, as either a "Lead Agency" (as defined in Section 21067 of CEQA and Section 15367 of the CEQA Guidelines) or a "Responsible Agency" (as defined in Section 21069 of CEQA and Section 15381 of the CEQA Guidelines) shall have completed any CEQA-required environmental review prior to approving a proposed Discretionary Action.

B. In considering any proposed Discretionary Actions, the SFPUC and Wholesale Customers retain absolute discretion to: (1) make such modifications to any of the proposed Discretionary Actions as may be necessary to mitigate significant environmental impacts; (2) select feasible alternatives to the proposed Discretionary Actions that avoid significant adverse impacts; (3) require the implementation of specific measures to mitigate the significant adverse environmental impacts as part of the decision to approve the Discretionary Actions; (4) balance the benefits of the proposed Discretionary Actions against any significant environmental impacts before taking final actions to approve the proposed Discretionary Actions

if such significant impacts cannot otherwise be avoided; or (5) determine not to proceed with the proposed Discretionary Actions.

Article 5. Wholesale Revenue Requirement

5.01. Scope of Agreement

This Article shall be applicable only to the water rates charged by San Francisco to the Wholesale Customers. Nothing contained in this Agreement shall limit, constrain, or in any way affect the rates which San Francisco may charge for water sold to Retail Customers or the methodology by which such rates are determined.

5.02. General Principles

This Article sets forth the method by which the Wholesale Customers' collective share of expenses incurred by the SFPUC in delivering water to them will be determined. This collective share is defined as the "Wholesale Revenue Requirement."

A. The SFPUC currently operates several enterprises, including the Water Enterprise, the Wastewater Enterprise, and the Hetch Hetchy Enterprise.

B. The Wastewater Enterprise is responsible for treating sewage within San Francisco and provides no benefit to the Wholesale Customers.

C. The Hetch Hetchy Enterprise is responsible for storing and transmitting water to the Water Enterprise, generating hydroelectric power and transmitting it to San Francisco, generating electric power within San Francisco, and distributing electricity and steam heat within San Francisco. Its water supply operations provide benefits to the Wholesale Customers.

D. The Water Enterprise delivers water to both Retail Customers, which are located both within and outside San Francisco, and to the Wholesale Customers, all of which are located outside San Francisco.

E. This Article implements two general principles as follows: (1) the Wholesale Customers should not pay for expenses of SFPUC operations from which they receive no benefit and (2) the Wholesale Customers should pay their share of expenses incurred by the SFPUC in delivering water to them on the basis of Proportional Annual Use unless otherwise explicitly provided in this Agreement.

F. To implement these general principles, the Wholesale Revenue Requirement will consist of, and be limited to, the Wholesale Customers' shares of the following categories of expense:

1. Capital cost recovery of Water Enterprise Existing Assets, and Hetch Hetchy Enterprise Existing Assets classified as Water-Only and the Water-Related portion of Joint assets (Section 5.03)

2. Contribution to the capital cost of Water Enterprise New Regional Assets (Section 5.04)

3. Water Enterprise operation and maintenance expenses, including power purchased from the Hetch Hetchy Enterprise that is used in the operation of the Water Enterprise (Section 5.05)

4. Water Enterprise administrative and general expenses (Section 5.06)

5. Water Enterprise property taxes (Section 5.07)

6. The Water Enterprise's share of the Hetch Hetchy Enterprise's operation and maintenance, administrative and general, and property tax expenses (Section 5.08)

7. The Water Enterprise's share of the Hetch Hetchy Enterprise's capital cost of New Assets classified as Water-Only and the Water-Related portion of Joint assets (Section 5.09)

In each of these cost categories, Direct Retail Expenses will be allocated entirely to Retail Customers. Direct Wholesale Expenses will be allocated entirely to the Wholesale Customers. Regional Expenses will be allocated between Retail Customers and Wholesale Customers as provided in this Article.

G. For purposes of establishing the rates to be charged Wholesale Customers, expenses will be based on the budget for, and estimates of water purchases in, the following fiscal year, as provided in Article 6. For purposes of accounting, the Wholesale Revenue Requirement will be determined on the basis of actual expenses incurred and actual water use, as provided in Article 7.

H. In addition, rates charged to Wholesale Customers may include the Wholesale Customers' contribution to a Wholesale Revenue Coverage Reserve, as provided in Section 6.06, which is not included in the Wholesale Revenue Requirement itself.

5.03. Capital Cost Recovery - Existing Regional Assets

A. SFPUC has previously advanced funds to acquire or construct Existing Assets used and useful in the delivery of water to both Wholesale Customers and Retail Customers. The parties estimate that the Wholesale Customers' share of the net book value of these assets, as of the expiration of the 1984 Agreement on June 30, 2009, will be approximately $366,734,424, as shown on Attachment K-1.

B. In addition, SFPUC has also previously advanced funds received from Retail Customer revenues to acquire or construct assets included in Construction-Work-In-Progress (CWIP) as of June 30, 2009. The parties estimate that the Wholesale Customers' share of the book value of these revenue funded capital expenditures, as of the expiration of the 1984 Agreement on June 30, 2009, will be approximately $15,594,990, as shown on Attachment K-2. The Wholesale Customers shall pay their share of the cost of Existing Assets and revenue-funded CWIP by amortizing the amounts shown on Attachment K-1 and Attachment K-2 over 25 years at an interest rate of 5.13 percent. The amounts to be included in the Wholesale Revenue Requirement pursuant to this section shall be the sum of the annual principal and interest amounts shown on Attachments K-3 (for Water Enterprise Regional Assets and the one Direct Wholesale Asset) and K-4 (for Hetch Hetchy Enterprise Water-Only Assets and the Water-Related portion [45 percent] of Joint assets) calculated on the basis of monthly amortization of principal as set forth on Attachments K-3 and K-4.

C. In addition, the Commission has previously appropriated funds, advanced through rates charged to Retail Customers, for construction of capital projects. Some of these projects are active, and have unexpended balances of appropriated funds that are not included in CWIP as of June 30, 2009. These projects, and the associated balances, are shown on Attachment K-5. Expenditures of funds from these balances during FY 2009-10, FY 2010-11 and FY 2011-12 will be reviewed in FY 2012-13. The SFPUC will prepare a report showing the amount expended in each year on each project and the total expended during all years on all projects that are categorized as Regional or, in the case of Hetch Hetchy Enterprise, are categorized as either Water-Only or Joint. The wholesale share of that total will be determined using the allocation principles in this Agreement based on Proportional Water Use during those three years. The result, plus accrued interest at the rate specified in Section 6.05.B, will be calculated by the SFPUC and its calculation reviewed by the Compliance Auditor as part of the Compliance Audit for FY 2012-13. The audited total will be paid based on a schedule of level

annual principal and interest amounts over ten years at an interest rate of 4.00%, calculated on a monthly amortization basis. All or any portion of the balance may be prepaid. The first year's payment will be included in the Wholesale Revenue Requirement for FY 2014-15.

D. The parties agree that the Wholesale Customers' share of the net book values of Existing Regional Assets as of June 30, 2008 as shown on Attachment K-1 are accurate. The compliance audit conducted on the calculation of the FY 2008-09 Suburban Revenue Requirement required by the 1984 Agreement will determine the actual amounts of depreciation on, and capital additions to, plant in service during that fiscal year. Those amounts will be compared to the corresponding estimates shown on Attachments K-1 and K-2. The differences will be added to or subtracted from the estimated asset values shown on Attachments K-1 and K-2 and the amortization schedules in Attachments K-3 and K-4 will be recalculated. The wholesale allocation factors shall be fixed at 70.1% for the Water Enterprise Existing Assets and 64.2% for Hetch Hetchy Enterprise Existing Assets for both the preliminary and final payment schedules. The SFPUC will prepare and provide to the Wholesale Customers revised Attachments K-1 through K-4 based on the Wholesale Customers' share of the net book value of the assets placed in service as of June 30, 2009 used to provide water service to the Wholesale Customers and the net book value of revenue-funded CWIP expended as of June 30, 2009. The revised Attachments K-1 through K-4 shall be approved by the General Manager of the SFPUC and the General Manager/CEO of BAWSCA and will be substituted for the original Attachments K-1 through K-4.

E. The original Attachments K-1 through K-4, based on estimates, shall be used for estimating the Wholesale Revenue Requirement for the fiscal year beginning July 1, 2009. The revised Attachments, based on audited actuals, shall be used to determine the actual Wholesale Revenue Requirement for FY 2009-10 and to determine the Wholesale Revenue Requirement(s) in all subsequent years, except as may be provided elsewhere in this Agreement.

F. The Wholesale Customers, acting through BAWSCA, may prepay the remaining unpaid Existing Assets principal balance, in whole or in part, at any time without penalty or early payment premium. Any prepayments will be applied in the month immediately following the month in which the prepayment is made and the revised monthly amount(s) will be used to calculate the Wholesale Revenue Requirement. Any partial prepayments must be in an amount at least equal to $10 million. In the event of a partial prepayment, an updated schedule for the

remaining payments shall be prepared reflecting the unpaid balance after prepayment, amortized through the end of FY 2034, calculated as provided in this section. The updated schedule, approved by the General Manager of the SFPUC and the General Manager/CEO of BAWSCA, will be substituted for Attachment K-3 and/or Attachment K-4.

5.04. Capital Cost Contribution - New Regional Assets

A. **Debt-Funded Capital Additions**. The Wholesale Customers shall pay the wholesale share of Net Annual Debt Service for New Regional Assets. The Regional projects in the WSIP are identified in Attachment L-1.

1. The amount of Net Annual Debt Service for New Regional Assets will be determined for each series of Indebtedness issued. Until the proceeds of a particular series are Substantially Expended, the amount attributable to specific projects will be based on the expected use of proceeds shown in the "Certificate Regarding Use of Proceeds" executed by the SFPUC General Manager on behalf of the Commission in connection with the sale of the Indebtedness, provided such certificate identifies the use of proceeds at a level of detail equivalent to that shown on Attachment L-2, which is a copy of the certificate prepared for the 2006 Revenue Bonds, Series A. If a certificate does not identify the use of proceeds at that level of detail, the SFPUC General Manager shall prepare and execute a separate certificate which does identify the use of proceeds at the level of detail shown on Attachment L-2 and deliver it to BAWSCA within 15 days from the closing of the sale of the Indebtedness.

2. After the proceeds of a series are Substantially Expended, the SFPUC General Manager will prepare and execute a certificate showing the actual expenditure of proceeds at a level of detail equivalent to the initial General Manager certificate. The resulting allocation of Net Debt Service to New Regional Assets for a series of bonds will be used in the fiscal year in which the proceeds have been Substantially Expended and thereafter. Differences between the amount of Net Debt Service paid by Wholesale Customers prior to that year and the amount of Net Debt Service that they should have paid during that time based on the actual expenditure of proceeds will be taken into account in calculation of the balancing account for the fiscal year in which the proceeds were Substantially Expended. The application of the remaining proceeds shall be proportionate to the allocation of the Net Debt Service to New Regional Assets.

3. The Wholesale Customers' share of Net Annual Debt Service for the New Regional Assets that are categorized as Direct Wholesale will be 100 percent. (None of the

projects in the WSIP are categorized as Direct Wholesale.) The Wholesale Customers' share of Net Annual Debt Service for all other New Regional Assets will be determined each year and will be equal to the Wholesale Customers' Proportional Annual Use.

4. If Indebtedness is issued by the SFPUC to refund the 2006 Revenue Bonds, Series A or to refund any other long-term Indebtedness issued after July 1, 2009, the Net Annual Debt Service attributable to proceeds used for refunding will be allocated on the same basis as the Indebtedness being refunded.

5. The SFPUC will prepare an annual report showing for each issue of Indebtedness and through the most recently completed fiscal year: (1) net financing proceeds available to pay project costs, (2) actual earnings on proceeds, (3) actual expenditures by project. The report shall be substantially in the form of Attachment L-3 and shall be delivered to BAWSCA on or before November 30 of each year, commencing November 2009.

6. In addition to Net Debt Service, Wholesale Customers will pay a proportionate share of annual administrative costs associated with Indebtedness, such as bond trustee fees, credit rating agency fees, letter of credit issuer fees, San Francisco Revenue Bond Oversight Committee fees, etc., but only to the extent such fees are neither paid from proceeds of Indebtedness nor included in SFPUC operation and maintenance or administrative and general expenses.

B. **Revenue-Funded Capital Additions**. The Wholesale Customers shall pay the wholesale share of the appropriation contained in the SFPUC annual budget for each year to be used to acquire or construct New Regional Assets. If such appropriations are reimbursed from proceeds of Indebtedness, the Wholesale Customers will be credited for prior payments made under this Section 5.04.B.

The Wholesale Customers' share of the annual appropriation for revenue-funded New Regional Assets that are categorized as Direct Wholesale will be 100 percent. (None of the Repair and Replacement projects in the SFPUC's most recent capital improvement program updated on February 10, 2009, is categorized as Direct Wholesale.) The Wholesale Customers' share of the annual appropriation for all other revenue-funded New Regional Assets will be determined each year and will be equal to the Wholesale Customers' Proportional Annual Use in each fiscal year. The amount appropriated in each fiscal year for the wholesale share of New Regional Assets shall be contributed to the Wholesale Capital Fund described in Section 6.08 and reported on and administered as shown in that section and Attachments M-1 through M-3.

5.05. Water Enterprise Operation and Maintenance Expenses

There are five categories of Water Enterprise Operation and Maintenance Expenses, described below:

A. Source of Supply

1. Description: This category consists of the costs of labor, supervision and engineering; materials and supplies; and other expenses incurred in the operation and maintenance of collecting and impounding reservoirs, dams, wells and other water supply facilities located outside San Francisco; watershed protection; water supply planning; and the purchase of water.

2. Allocation: Direct Retail expenses, including water supply planning for Retail operations (such as City Retail water conservation programs), will be assigned to the Retail Customers. Regional expenses will be allocated between Retail Customers and Wholesale Customers on the basis of Proportional Annual Use. Direct Wholesale expenses will be assigned to the Wholesale Customers. (As of the Effective Date there are no Direct Wholesale expenses in the Source of Supply category.)

B. Pumping

1. Description: This category consists of the costs of labor, supervision and engineering; materials and supplies; and other expenses incurred in the operation and maintenance of water pumping plants, ancillary structures and equipment and surrounding grounds; and fuel and power purchased for pumping water.

2. Allocation: Direct Retail expenses will be assigned to the Retail Customers. Regional expenses will be allocated between Retail Customers and Wholesale Customers on the basis of Proportional Annual Use. Direct Wholesale expenses will be assigned to the Wholesale Customers. (As of the Effective Date there are no Direct Wholesale expenses in the Pumping category.)

C. Treatment

1. Description: This category consists of the costs of labor, supervision and engineering; materials and supplies and other expenses incurred in the operation and maintenance of water treatment plants and drinking water quality sampling and testing. The

cost of water quality testing will not include expenses incurred on behalf of the Wastewater Enterprise. Any remaining costs, after adjusting for the Wastewater Enterprise, will be reduced by the amount of revenue received for laboratory analyses of any type performed for agencies, businesses and/or individuals other than the Water and Hetch Hetchy Enterprises.

2. Allocation: Direct Retail expenses will be assigned to the Retail Customers. Regional expenses will be allocated between Retail Customers and Wholesale Customers on the basis of Proportional Annual Use. Direct Wholesale expenses will be assigned to the Wholesale Customers. (As of the Effective Date there are no Direct Wholesale expenses in the Treatment category.)

D. **Transmission and Distribution**

1. Description: This category consists of the cost of labor, supervision and engineering; materials and supplies; and other expenses incurred in the operation and maintenance of transmission and distribution pipelines, appurtenances, meters (other than those expenses payable by individual Wholesale Customers pursuant to Section 5.10.C.3), distribution reservoirs storing treated water, craft shops and auto shops servicing vehicles used for operation and maintenance of the Regional Water System rather than for Direct Retail facilities, and miscellaneous facilities related to the transmission and distribution of water.

2. Allocation: Direct Retail Transmission and Distribution expenses will be assigned to the Retail Customers. Regional Transmission and Distribution expenses will be allocated between Retail and Wholesale Customers on the basis of Proportional Annual Use. Expenses incurred for the operation and maintenance of three terminal reservoirs, i.e., Sunset Reservoir (North and South Basins), University Mound Reservoir (North and South Basins), and Merced Manor Reservoir, as well as transmission pipelines delivering water to them, are classified as Regional expenses notwithstanding the location of the reservoirs within San Francisco. Direct Wholesale expenses will be assigned to the Wholesale Customers. (As of the Effective Date the only Direct Wholesale expenses in the Transmission and Distribution category are associated with the Palo Alto pipeline.)

E. **Customer Services**

1. Description: This category consists of labor; materials and supplies; and other expenses incurred for meter reading, customer record keeping, and billing and collection for the Water Enterprise.

2. Allocation: Customer Services expenses will be allocated among the Water Enterprise, the Wastewater Enterprise, and Hetch Hetchy Enterprise in proportion to the time spent by employees in Customer Services for each operating department/enterprise. The Water Enterprise's share of Customer Services expense will be allocated 98 percent to the Retail Customers and two percent to the Wholesale Customers, as illustrated on Attachment N-2, Schedule 1.

5.06. <u>Water Enterprise Administrative and General Expenses</u>

Administrative and General expenses consist of the Water Enterprise's share of the cost of general government distributed through the full-cost Countywide Cost Allocation Plan, the services of SFPUC support bureaus, Water Enterprise administrative and general expenses that cannot be directly assigned to a specific operating and maintenance category, and the cost of the Compliance Audit. These four subcategories, and the method by which costs in each are to be calculated and allocated, are as follows:

A. **<u>Countywide Cost Allocation Plan</u>**

1. Description: This subcategory consists of the Water Enterprise's share of the costs of San Francisco general government and other City central service departments which are not directly billed to the Water Enterprise or other operating departments. All San Francisco operating departments are assigned a prorated share of these costs through the full-cost Countywide Cost Allocation Plan (COWCAP) prepared annually by the San Francisco Controller.

2. Allocation: The Water Enterprise's assigned share of central government costs as shown in the annual full-cost COWCAP prepared by the San Francisco Controller, will be allocated between Retail Customers and Wholesale Customers on the basis of the composite percentage of the allocated expenses in the five categories of operation and maintenance expense described in Section 5.05. The composite wholesale percentage shown on Attachment N-2, Schedule 1 is 42.07 percent, derived by dividing the wholesale share of Operation and Maintenance expenses ($46,573,883) by total Operation and Maintenance expenses ($110,700,133).

B. **Services of SFPUC Bureaus**

1. Description: This subcategory consists of the support services provided to the Water Enterprise by the SFPUC Bureaus, which presently consist of the General Manager's Office, Business Services, External Affairs, and Infrastructure Bureau. Business Services presently includes Financial Services, Information Technology Services, Human Resource Services, Fleet Management, and Customer Services.

2. Allocation: There are three steps involved in determining the Wholesale Customers' share of SFPUC Bureau costs.

a. Step One: Bureau expenses which have either been recovered separately or which provide no benefit to Wholesale Customers will be excluded. Examples of Bureau expenses recovered separately include (1) Customer Services expenses, which are recovered as provided in Section 5.05.E, and (2) Infrastructure expenses, which are assigned to individual projects and capitalized. An example of a Bureau expense that provides no benefit to Wholesale Customers is Information Technology Services expenses for support of the San Francisco Municipal Railway. In addition, the SFPUC will continue its practice of assigning City Attorney Office expenses charged to the General Manager's Office for projects or lawsuits that relate to only one enterprise directly to that enterprise. For example, costs related to a lawsuit involving the Wastewater Enterprise will not be assigned to the Water Enterprise.

b. Step Two: Bureau expenses adjusted as provided in Step One will be allocated among the Water Enterprise, the Wastewater Enterprise and the Hetch Hetchy Enterprise on the basis of the actual salaries of employees in each enterprise or department, as illustrated on Attachment N-2, Schedule 7.

c. Step Three: The amount allocated to the Water Enterprise through Step Two will be allocated between Retail Customers and Wholesale Customers on the basis of Proportional Annual Use.

C. **Water Enterprise Administrative and General**

1. Description: This category includes expenses incurred by the Water Enterprise that are not readily assignable to specific operating divisions. This category includes the following expenses:

a. Water Administration: This includes the costs of labor and other expenses of the administrative section of the Water Enterprise, supervision and engineering

expenses, professional services, travel and training, equipment purchases, and materials and supplies not directly assignable to a specific operating unit.

b. Services Provided by Other City Departments: This includes charges of other San Francisco departments directly billed to the Water Enterprise administration by other San Francisco departments for services ordered by the Water Enterprise, such as legal services, risk management, telecommunications, employee relations, purchasing, mail services, and workers compensation claims paid.

c. Litigation and Claims Paid: This includes charges incurred for attorney services and claims and judgments paid in litigation arising from the operation of the Water Enterprise.

2. Allocation: In each of these three subcategories, expenses that benefit only Retail Customers will be excluded. For example, the cost of claims and judgments resulting from a break in or leak from pipelines or reservoirs in the Retail Service Area (with the exception of the three terminal reservoirs and pipelines delivering water to them) will be assigned to the Retail Customers. Remaining Water Enterprise Administrative and General expenses will be allocated between Retail Customers and Wholesale Customers on the basis of the composite percentage of allocated operation and maintenance expense categories described in Section 5.05.

D. Compliance Audit. The cost of the Compliance Audit described in Section 7.04 will be assigned 50 percent to the Retail Customers and 50 percent to the Wholesale Customers.

5.07. <u>Water Enterprise Property Taxes</u>

A. Description: This category consists of property taxes levied against property owned by San Francisco located in Alameda, San Mateo and Santa Clara counties and used and managed by the SFPUC.

B. Allocation: All property taxes paid, net of (1) reimbursements received from lessees and permit holders, and (2) refunds from the taxing authority, are Regional expenses. Net property taxes will be allocated between Retail Customers and Wholesale Customers on the basis of Proportional Annual Use.

5.08. Hetch Hetchy Enterprise Expenses

A. **Introduction**. There are two steps involved in determining the amount of the Wholesale Customers' share of Hetch Hetchy Enterprise expenses.

1. The first step is to determine the Water Enterprise's share of Hetch Hetchy Enterprise operation expenses, maintenance expenses, administrative and general expenses, and property taxes.

2. The second step is to determine the Wholesale Customers' share of expenses allocable to the Water Enterprise.

B. **Determination of the Water-Related Portion of Hetch Hetchy Enterprise Expenses**

1. Operation and Maintenance Expenses: This category consists of the cost of labor, materials and supplies, and other expenses incurred in operating and maintaining Hetch Hetchy Enterprise physical facilities.

a. Description: Expenses associated exclusively with the production and distribution of hydroelectric power (e.g., generating plants and power transmission lines and towers, transformers and associated electric equipment, purchased power, wheeling charges, rental of power lines, etc.) are categorized as Power-Only and are allocated to power. Expenses associated exclusively with the operation and maintenance of facilities that serve only the water function (e.g., water transmission pipelines and aqueducts, activities related to compliance with federal and state drinking water quality laws, etc.) are categorized as Water-Only and are allocated entirely to water. Expenses associated with the operation and maintenance of facilities that serve both the water and power functions (e.g., dams, security programs, etc.) are categorized as Joint and are reallocated as 55 percent Power-Related and 45 percent Water-Related.

2. Administrative and General Expenses: There are three subcategories of Hetch Hetchy Enterprise Administrative and General expenses.

a. Full-Cost Countywide Cost Allocation Plan: This subcategory consists of the cost of San Francisco general government and other City central service departments which are not directly billed to operating departments but allocated through the full-cost Countywide Cost Allocation Plan described in Section 5.06.A. Costs in this subcategory

are classified as Joint, and are reallocated as 55 percent Power-Related and 45 percent Water-Related.

b. SFPUC Bureau Costs: This subcategory consists of the expenses described in Section 5.06.B. One hundred percent of Customer Services expenses allocated to the Hetch Hetchy Enterprise are categorized as Power-Only. The remaining amount of Bureau expenses allocated to the Hetch Hetchy Enterprise pursuant to Section 5.06.B will be reallocated between power and water in proportion to the salaries of Hetch Hetchy Enterprise employees assigned to each function as shown on Attachment N-2, Schedule 7.1.

c. Other Administrative and General: This subcategory includes payments to the United States required by the Act, labor, supervision and engineering and other costs not readily assignable to a specific operation or maintenance function or program. Costs related to power administration (such as long range planning and policy analysis for energy development, administration of power contracts, and administration of work orders to City departments for energy services) are Power-Only costs. Costs related to water administration (such as legal and professional services for the protection of the City's water rights) are Water-Only costs and will be assigned to the Water Enterprise. Costs related to both power administration and water administration (such as general administration, office rents, office materials and supplies, and services of other City departments benefitting to both power and water are Joint administrative and general costs and are reallocated as 55 percent Power-Related and 45 percent Water-Related.

3. Property Taxes. This category consists of property taxes levied against property owned by San Francisco in Tuolumne, Stanislaus, San Joaquin, and Alameda counties and operated and managed by the Hetch Hetchy Enterprise.

Allocation: Property taxes are classified as Joint costs. They will be reallocated as 55 percent Power-Related and 45 percent Water-Related.

C. **Calculation of Wholesale Customers' Share of Hetch Hetchy Enterprise Expenses**. The Water Enterprise's share of Hetch Hetchy Enterprise expenses consist of 100 percent of Water-Only expenses and the Water-Related portion (45%) of Joint expenses.

The Wholesale Customers' share of the sum of the Water Enterprise's share of Hetch Hetchy Enterprise expenses determined under subsection B shall be calculated by multiplying that dollar amount by Adjusted Proportional Annual Use.

5.09. Hetch Hetchy Enterprise Capital Costs

A. **Introduction**. Wholesale Customers are also allocated a share of Hetch Hetchy Enterprise capital costs.

B. **Components of Capital Costs**. The components of Hetch Hetchy Enterprise capital costs are as follows:

1. Existing Assets Cost Recovery. The Wholesale Customers' repayment of their share of Hetch Hetchy Existing Assets (Water-Only and the Water-Related portion [45 percent] of Joint assets) is shown on Attachment K-4 accompanying Section 5.03.

2. Debt Service on New Assets. The Water Enterprise will be assigned 100 percent of Net Annual Debt Service attributable to acquisition and construction of New Hetch Hetchy Enterprise assets that are Water-Only and the Water-Related portion (45 percent) of Net Annual Debt Service on New Hetch Hetchy Enterprise Joint assets. The provisions of Section 5.04.A apply to debt service on New Hetch Hetchy Enterprise assets.

3. Revenue-Funded Capital Additions. The Water Enterprise will be assigned 100 percent of capital expenditures from revenues for New Hetch Hetchy Enterprise assets that are Water-Only and the Water-Related portion (45 percent) of such expenditures for new Hetch Hetchy Enterprise Joint assets. The provisions of Section 5.04.B apply to the payment of New revenue-funded Hetch Hetchy Enterprise assets.

C. **Calculation of Wholesale Customers' Share of Hetch Hetchy Enterprise Capital Costs**. The Wholesale Customers' share of the Net Annual Debt Service and revenue funded capital expenditures determined under subsections B.2 and 3 shall be calculated by multiplying that dollar amount by Adjusted Proportional Annual Use.

5.10. Additional Agreements Related to Financial Issues

A. **Wholesale Customers Not Entitled to Certain Revenues**. The Wholesale Customers have no entitlement to any of the following sources of revenue to the SFPUC.

1. Revenues from leases or sales of SFPUC real property.

2. Revenues from the other utility services such as the sale of electric power, natural gas and steam.

3. Revenues from the sale of water to customers and entities other than the Wholesale Customers.

4. Revenues earned from the investment of SFPUC funds other than funds contributed by the Wholesale Customers to the Wholesale Revenue Coverage Reserve described in Section 6.06 or the Wholesale Capital Fund described in Section 6.08. Wholesale Customers are also entitled to the benefit of earnings on proceeds of Indebtedness (through expenditure on New Regional Assets and /or application to Debt Service) and to interest on the Balancing Account as provided in Section 6.05.B.

5. Revenues not related to the sale of water.

B. **Wholesale Customers Not Charged with Certain Expenses**. The Wholesale Customers will not be charged with any of the following expenses:

1. Capital costs for assets constructed or acquired prior to July 1, 1984 other than Existing Asset costs that are repaid pursuant to Section 5.03.

2. Expenses incurred by the SFPUC for generation and distribution of electric power, including Hetch Hetchy Enterprise Power-Only expenses and the Power-Related share of Hetch Hetchy Enterprise Joint expenses. An exception to this is Regional energy costs incurred by the Water Enterprise, for which Wholesale Customers are charged on the basis of Proportional Annual Use.

3. Expenses incurred by SFPUC in providing water to Retail Customers.

4. Expenses associated with the SFPUC's accruals or allocations for uncollectible Retail Water accounts.

5. Attorneys' fees and costs incurred by the Wholesale Customers that a court of competent jurisdiction orders San Francisco to pay as part of a final, binding judgment against San Francisco as provided in Section 8.03.B.2.

6. Any expenses associated with funding any reserves (other than the required Wholesale Revenue Coverage Reserve described in Section 6.06) accrued and not anticipated to be paid within one year unless such reserve is established by mutual agreement of the SFPUC and BAWSCA.

7. Any expenses accrued in respect to pending or threatened litigation, damage or personal injury claims or other loss contingencies unless projected to be paid within

one year. Otherwise, such expenses will be charged to the Wholesale Customers when actually paid.

8. Any expense associated with installing, relocating, enlarging, removing or modifying meters and service connections at the request of an individual Wholesale Customer.

9. The Retail Customers' portion of any Environmental Enhancement Surcharges imposed to enforce the Interim Supply Limitation set forth in Section 4.04.

C. **Revenues Not Credited to Payment of Wholesale Revenue Requirement**. The following payments by Wholesale Customers, individually or collectively, are not credited as Wholesale revenues for purposes of Section 6.05.B:

1. Payments by individual Wholesale Customers of the Environmental Enhancement Surcharge imposed to enforce the Interim Supply Limitation set forth in Section 4.04.
2. Payments of attorneys' fees and costs incurred by San Francisco that a court of competent jurisdiction orders the Wholesale Customers to pay as part of a final, binding judgment against the Wholesale Customers, as provided in Section 8.03.B.3.
3. Payments by individual Wholesale Customers for installation, relocation, enlargement, removal or modification of meters and service connections requested by, and charged to, a Wholesale Customer.
4. Payments applied to the amortization of the ending balance in the balancing account under the 1984 Agreement, pursuant to Section 6.05.A.
5. Payments of the Water Management Charge which are delivered to BAWSCA pursuant to Section 3.06.
6. Payments directed to the Wholesale Revenue Coverage Reserve pursuant to Section 6.06.
7. Prepayments authorized by Sections 5.03.C and 5.03.F.

D. **Other**

1. The Wholesale Customers will receive a proportional benefit from funds received by the SFPUC from (a) governmental grants, rebates, reimbursements or other subventions, (b) private-sector grants for Regional capital or operating purposes of the Water

Enterprise and the Water-Only and Water-related portion of Joint Hetch Hetchy Water Enterprise expenses, or (c) a SFPUC use of taxable bonds.

2. The Wholesale Customers will receive a proportionate benefit from recovery of damages, including liquidated damages, by SFPUC from judgments against or settlements with contractors, suppliers, sureties, etc., related to Regional Water System projects and the Water-Only and Water-Related portion of Joint Hetch Hetchy Enterprise projects.

3. The SFPUC will continue to charge Wholesale Customers for assets acquired or constructed with proceeds of Indebtedness on which Wholesale Customers paid Debt Service during the Term of this Agreement on the "cash" basis (as opposed to the "utility" basis) after the expiration or earlier termination of this Agreement. The undertaking in this Section 5.10.D.3 will survive the expiration or earlier termination of this Agreement.

5.11. Classification of Existing System Assets.

Existing System Assets of the Regional Water System include the water storage, transmission, and treatment systems owned and operated by San Francisco in Tuolumne, Stanislaus, San Joaquin, Alameda, Santa Clara, San Mateo and San Francisco Counties. These assets are managed by either the Water Enterprise or the Hetch Hetchy Enterprise and the assets have been classified for purposes of cost allocation.

A. **Water Enterprise Assets**. Water Enterprise assets are currently managed, operated, and maintained by the Water Enterprise and are generally located west of Alameda East Portal, in addition to the treatment facilities located at Tesla and the Thomas Shaft Emergency Disinfection Facility. These assets are classified as Direct Retail, Direct Wholesale, or Regional.

B. **Hetch Hetchy Enterprise Assets**. Hetch Hetchy Enterprise assets are currently managed, operated and maintained by the Hetch Hetchy Enterprise and are generally located east of the Alameda East Portal of the Coast Range Tunnel in Sunol Valley, Alameda County. These assets are classified as Power-Only, Water-Only, or Joint, in accordance with Sections 5.08 and 5.09. Through the Wholesale Revenue Requirement, the Wholesale Customers pay Existing System Asset capital costs and operating expenses in accordance with Section 5.02.F and do not pay capital costs or operating expenses associated with assets classified as Direct Retail, Power-Only, and the Power-Related portion of Joint assets.

C. **Attachment R Documents Classifications**. To facilitate WSA administration, Attachment R documents the classification of major Existing System Assets operated by the Hetch Hetchy Enterprise. Attachment R consists of three documents: R-1 Introduction, R-2 Special Classification of Discrete Projects for 2018 Amendment Purposes, and R-3 Major Hetch Hetchy Enterprise Existing System Assets. Attachment R may be modified as specified in Section 5.11.D and in the manner set forth in Section 2.03.C.

D. **Attachment R-3, Major Hetch Hetchy Enterprise Existing System Assets is Not Exhaustive**. Existing System Assets include, but are not limited to, land; fixed infrastructure such as dams, tunnels, buildings, water treatment plants and pipelines; equipment such as pumps and vehicles; and related appurtenances. Major Hetch Hetchy Enterprise Existing System Assets, and their classifications, are listed in Attachment R-3. Attachment R-3 does not include all assets of the Regional Water System, but represents the parties' best efforts to document major Hetch Hetchy Enterprise Existing System Assets that would incur capital costs and operating expenses subject to cost allocation. The classification of assets listed on R-3 may not be changed during the Term, any Extension Term, and any renewal of the Agreement, however, Attachment R-3 may be modified by mutual agreement in accordance with Section 2.03.C to (1) add an asset that was inadvertently omitted, (2) to add a new asset, and (3) remove a destroyed or obsolete asset. In the event that the parties cannot agree on the classification of any omitted or new assets, the dispute shall be subject to arbitration under Section 8.01.

E. **Attachment R-3, Major Hetch Hetchy Enterprise Existing System Assets Classifications are Fixed**. The classification of the major Hetch Hetchy Enterprise Existing System Assets is fixed and shall control the allocation of capital costs and operating expenses for the remainder of the Term, any Extension Terms, and any renewal of the Agreement. However, changes may be proposed in accordance with subsection G below. Capital costs and operating expenses are meant to be inclusive of all costs related to assets, including, but not limited to, any alterations, additions, improvements, rehabilitation, replacement of assets, and equipment that is appurtenant thereto. Since asset classifications are fixed in Attachment R-3, asset classifications may not be modified by mutual agreement in accordance with Section 2.03.C.

F. **Attachment R-2, Special Classification of Discrete Projects for 2018 Amendment Purposes**. Past, ongoing and future capital projects involving five Hetch Hetchy

Enterprise Existing System Assets defined in Attachment R-2 have classifications that differ from the underlying asset classifications. These project-related classification changes shown on Attachment R-2, are part of the 2018 amendments to the Agreement and are not precedential for any other asset-related capital cost or operating expense. With the exception of the defined projects related to the five assets listed on R-2, the capital projects for all assets follow the asset classifications. Capital projects listed on Attachment R-2 must be approved by the SFPUC following necessary CEQA review.

G. **Five Year Notice of Intent to Renegotiate Cost Allocation**. In the event San Francisco or the Wholesale Customers, which may be represented by BAWSCA, wish to propose and negotiate a change in Existing System Asset classifications, or a change in the Water-Related portion (45 percent) of Joint expenses, for the next Water Supply Agreement, such party must provide the other at least 5 years' written notice prior to the expiration of the Term or Extension Term, or the renewal of the Agreement. At a minimum, the noticing party must provide a comprehensive analysis of the financial and rate impacts of the proposed change at least two years prior to the expiration of the Term or Extension Term, or the renewal of the Agreement.

To meet this requirement, the parties may agree to jointly analyze, under a separate agreement, system capacity and usage and/or new assets, as well as other possible alternative cost allocation methodologies. Either party may also unilaterally initiate such studies by consultants of their choice and bear all their own costs.

Article 6. Integration of Wholesale Revenue Requirement with SFPUC Budget Development and Rate Adjustments

6.01. General

A. The purpose of the allocation bases set forth in Article 5 is to determine the Wholesale Revenue Requirement for each fiscal year. The Wholesale Revenue Requirement can only be estimated in advance, based on projected costs and water deliveries. These projections are used to establish water rates applicable to the Wholesale Customers.

B. After the close of each fiscal year, the procedures described in Article 7 will be used to determine the actual Wholesale Revenue Requirement for that year, based on actual costs incurred, allocated according to the provisions of Article 5, and using actual water delivery data. The amount properly allocated to the Wholesale Customers shall be compared to the amount billed to the Wholesale Customers for the fiscal year, other than those identified in Section 5.10.C. The difference will be entered into a balancing account to be charged to, or credited to, the Wholesale Customers, as appropriate.

C. The balancing account shall be managed as described in Section 6.05.

6.02. Budget Development

The SFPUC General Manager will send a copy of the proposed SFPUC budget to BAWSCA at the same time as it is sent to the Commission. In addition, a copy of materials submitted to the Commission for consideration at meetings prior to the meeting at which the overall SFPUC budget is considered (including (a) operating budgets for the Water Enterprise and the Hetch Hetchy Enterprise, (b) budgets for SFPUC Bureaus, and (c) capital budgets for the Water Enterprise and the Hetch Hetchy Enterprise) will also be sent to BAWSCA concurrently with their submission to the Commission.

6.03. Rate Adjustments

A. **Budget Coordinated Rate Adjustments**. Adjustments to the rates applicable to the Wholesale Customers shall be coordinated with the budget development process described in this section except to the extent that Sections 6.03.B and 6.03.C authorize emergency rate increases and drought rate increases, respectively.

If the SFPUC intends to increase wholesale water rates during the ensuing fiscal year, it will comply with the following procedures:

1. Adjustments to the wholesale rates will be adopted by the Commission at a regularly scheduled meeting or at special meeting, properly noticed, called for the purpose of adjusting rates or for taking any other action under the jurisdiction of the Commission.

2. The SFPUC will send a written notice by mail or electronic means to each Wholesale Customer and to BAWSCA of the recommended adjustment at least thirty (30) days prior to the date of the meeting at which the Commission will consider the proposed adjustment. The notice will include the date, time and place of the Commission meeting.

3. The SFPUC shall prepare and provide to each Wholesale Customer and to BAWSCA the following materials: (a) a table illustrating how the increase or decrease in the Wholesale Revenue Requirement and wholesale rates were calculated, substantially in the form of Attachment N-1, (b) a schedule showing the projected expenses included in the Wholesale Revenue Requirement for the fiscal year for which the rates are being proposed, and supporting materials, substantially in the form of Attachment N-2, and (c) a schedule showing projected water sales, Wholesale Revenue Requirements and wholesale rates for the fiscal year for which rates are being set and the following four years, substantially in the form of Attachment N-3. These materials will be included with the notification required by Section 6.03.A.2.

4. Rate adjustments will be effective no sooner than thirty (30) days after adoption of the wholesale rate by the Commission.

5. San Francisco will use its best efforts to provide the Wholesale Customers with the information described above. San Francisco's failure to comply with the requirements set forth in this section shall not invalidate any action taken by the Commission (including, but not limited to, any rate increase or decrease adopted). In the event of such failure, the Wholesale Customers may either invoke arbitration, as set forth in Section 8.01, or seek injunctive relief, to compel San Francisco to remedy the failure as soon as is reasonably practical, and San Francisco shall be free to oppose the issuance of the requested judicial or arbitral relief on any applicable legal or equitable basis. The existence of this right to resort to arbitration shall not be deemed to preclude the right to seek injunctive relief.

6. Because delays in the budget process or other events may cause San Francisco to defer the effective date of Wholesale Customer rate adjustments until after the beginning of San Francisco's fiscal year, nothing contained in this Agreement shall require San Francisco to make any changes in the water rates charged to Wholesale Customers effective at

the start of San Francisco's fiscal year or at any other specific date. Nothing in the preceding sentence shall excuse non-compliance with the provisions of Section 6.02 and this section.

B. **Emergency Rate Increases**. The Commission may adjust the Wholesale Customers' rates without complying with the requirements of Section 6.03.A in response to an Emergency that damages the Regional Water System and disrupts San Francisco's ability to maintain normal deliveries of water to Retail and Wholesale Customers. In such an Emergency, the Commission may adopt an emergency rate surcharge applicable to Wholesale Customers without following the procedures set forth in this section, provided that any such rate surcharge imposed by the Commission shall be applicable to both Retail and Wholesale Customers and incorporate the same percentage increase for all customers. Any emergency rate surcharge adopted by the Commission shall remain in effect only until the next-budget coordinated rate-setting cycle.

C. **Drought Rates**. If the Commission declares a water shortage emergency under Water Code Section 350, implements the Tier 1 Shortage Plan (Attachment H) described in Section 3.11.C, and imposes drought rates on Retail Customers, it may concurrently adjust wholesale rates independently of coordination with the annual budget process. Those adjustments may be designed to encourage water conservation and may constitute changes to the structure of the rates within the meaning of Section 6.04. The parties agree, however, that, in adopting changes in rates in response to a declaration of water shortage emergency, the Commission shall comply with Section 6.03.A.1 and 2 but need not comply with Section 6.04.B. Drought Rate payments and payments of excess use charges levied in accordance with the Tier 1 Shortage Plan described in Section 3.11.C constitute Wholesale Customer Revenue and count towards the Wholesale Revenue Requirement. The SFPUC may use these revenues to purchase additional water for the Wholesale Customers from the State Drought Water Bank or other willing seller.

6.04. Rate Structure

A. This Agreement is not intended and shall not be construed to limit the Commission's right (a) to adjust the structure of the rate schedule applicable to the Wholesale Customers (i.e., the relationship among the several charges set out therein) or (b) to add, delete, or change the various charges which make up the rate schedule, provided that neither such charges nor the structure of the rate schedule(s) applicable to the Wholesale Customers shall be arbitrary, unreasonable, or unjustly discriminatory as among said customers. The

SFPUC will give careful consideration to proposals for changes in the rate schedule made jointly by the Wholesale Customers but, subject to the limitations set out above, shall retain the sole and exclusive right to determine the structure of the rate schedule.

B. If the SFPUC intends to recommend that the Commission adopt one or more changes to the structure of wholesale rates (currently set forth in SFPUC Rate Schedule W-25), it shall prepare and distribute to the Wholesale Customers and BAWSCA a report describing the proposed change(s), the purpose(s) for which it/they are being considered, and the estimated financial effect on individual Wholesale Customers or classes of customers. Wholesale Customers may submit comments on the report to the SFPUC for sixty (60) days after receiving the report. The SFPUC will consider these comments and, if it determines to recommend that the Commission adopt the change(s), as described in the report or as modified in response to comments, the SFPUC General Manager shall submit a report to the Commission recommending specific change(s) in the rate structure. Copies of the General Manager's report shall be sent to all Wholesale Customers and BAWSCA at least thirty (30) days prior to the Commission meeting at which the changes will be considered.

C. The SFPUC may recommend, and the Commission may adopt, changes in the structure of wholesale rates at any time. However, the new rate schedule implementing these changes will become effective at the beginning of the following fiscal year.

6.05. Balancing Account

A. **Balancing Account Established Under 1984 Agreement**. The amount of credit in favor of San Francisco as of the expiration of the term of 1984 Agreement (June 30, 2009) is not known with certainty as of preparation and execution of this Agreement. It will not be known with certainty until the Compliance Audit for FY 2008-09 is completed and disputes, if any, that the Wholesale Customers or the SFPUC may have with the calculation of the Suburban Revenue Requirement for that fiscal year and for previous fiscal years have been settled or decided by arbitration.

The parties anticipate that the amount of the credit in favor of San Francisco as of June 30, 2009 may be within the range of $15 million to $20 million.

In order to reduce the credit balance due San Francisco under the 1984 Agreement in an orderly manner, while avoiding unnecessary fluctuations in wholesale rates, the parties agree to implement the following procedure.

1. In setting wholesale rates for FY 2009-10, SFPUC will include a balancing account repayment of approximately $2 million.

2. In setting wholesale rates for FY 2010-11 and following years, SFPUC will include a balancing account repayment of not less than $2 million and not more than $5 million annually until the full amount of the balance due, plus interest at the rate specified in Section 6.05.B, is repaid.

3. The actual ending balance as of June 30, 2009 will be determined, by the parties' agreement or arbitral ruling, after the Compliance Audit report for FY 2008-09 is delivered to BAWSCA. That amount, once determined, will establish the principal to be amortized through subsequent years' repayments pursuant to this Section 6.05.A.

B. **Balancing Account Under This Agreement**

1. Operation. After the close of each fiscal year, the SFPUC will compute the costs allocable to the Wholesale Customers for that fiscal year pursuant to Article 5, based on actual costs incurred by the SFPUC and actual amounts of water used by the Wholesale Customers and the Retail Customers. That amount will be compared to the amounts billed to the Wholesale Customers for that fiscal year (including any Excess Use Charges, but excluding revenues described in Section 5.10.C). The difference will be posted to a "balancing account" as a credit to, or charge against, the Wholesale Customers. Interest shall also be posted to the balancing account calculated by multiplying the amount of the opening balance by the average net interest rate, certified by the Controller as earned in the San Francisco Treasury for the previous fiscal year on the San Francisco County Pooled Investment Account. Interest, when posted, will carry the same mathematical sign (whether positive or negative) as carried by the opening balance. The amount posted to the balancing account in each year shall be added to, or subtracted from, the balance in the account from previous years. The calculation of the amount to be posted to the balancing account shall be included in the report prepared by the SFPUC pursuant to Section 7.02.

The opening balance for fiscal year 2009-10 shall be zero.

2. Integration of Balancing Account with Wholesale Rate Setting Process. If the amount in the balancing account is owed to the Wholesale Customers (a positive balance), the SFPUC shall take it into consideration in establishing wholesale rates. However, the SFPUC need not apply the entire amount to reduce wholesale rates for the immediately ensuing

year. Instead, the SFPUC may prorate a positive ending balance over a period of up to three successive years in order to avoid fluctuating decreases and increases in wholesale rates.

a. If a positive balance is maintained for three successive years and represents 10 percent or more of the Wholesale Revenue Requirement for the most recent fiscal year, the SFPUC shall consult with BAWSCA as to the Wholesale Customers' preferred application of the balance. The Wholesale Customers shall, through BAWSCA, direct that the positive balance be applied to one or more of the following purposes: (a) transfer to the Wholesale Revenue Coverage Reserve, (b) amortization of any remaining negative balance from the ending balancing account under the 1984 Agreement, (c) prepayment of the existing asset balance under Section 5.03, (d) water conservation or water supply projects administered by or through BAWSCA, (e) immediate reduction of wholesale rates, or (f) continued retention for future rate stabilization purposes. In the absence of a direction from BAWSCA, the SFPUC shall continue to retain the balance for rate stabilization in subsequent years.

b. If the amount in the balancing account is owed to the SFPUC (a negative balance), the SFPUC shall not be obligated to apply all or any part of the negative balance in establishing wholesale rates for the immediately ensuring year. Instead, the SFPUC may prorate the negative balance in whole or in part over multiple years in order to avoid fluctuating increases and decreases in wholesale rates.

6.06. <u>Wholesale Revenue Coverage Reserve</u>

A. The SFPUC may include in wholesale rates for any fiscal year an additional dollar amount ("Wholesale Revenue Coverage"), which for any fiscal year shall equal the following:

1. The lesser of (i) 25% of the Wholesale Customers' share of Net Annual Debt Service for that fiscal year determined as described in Section 5.04.A, or (ii) the amount necessary to meet the Wholesale Customers' proportionate share of Debt Service coverage required by then-current Indebtedness for that fiscal year, minus

2. A credit for (i) the actual amounts previously deposited in the "Wholesale Revenue Coverage Reserve" (as defined in subsection B below), (ii) accrued interest on the amounts on deposit in the Wholesale Revenue Coverage Reserve, and (iii) an amount equal to any additional interest that would have accrued on the actual amounts previously deposited in the Wholesale Revenue Coverage Reserve assuming no withdrawals had been made therefrom.

B. During each fiscal year, the SFPUC will set aside and deposit that portion of revenue equal to Wholesale Revenue Coverage into a separate account that the SFPUC will establish and maintain, to be known as the "Wholesale Revenue Coverage Reserve." Deposits into the Wholesale Revenue Coverage Reserve shall be made no less frequently than monthly. The Wholesale Revenue Coverage Reserve shall be credited with interest at the rate specified in Section 6.05.B. The SFPUC may use amounts in the Wholesale Revenue Coverage Reserve for any lawful purpose. Any balance in the Wholesale Revenue Coverage Reserve in excess of the Wholesale Revenue Coverage amount as of the end of any fiscal year (as calculated in subsection 6.06(A) above) shall be applied as a credit against wholesale rates in the immediately following fiscal year unless otherwise directed by BAWSCA.

C. Within 180 days following the later of expiration of the Term or final payment of Debt Service due on Indebtedness issued during the Term to which Wholesale Customers were contributing, SFPUC shall rebate to the Wholesale Customers an amount equal to the Wholesale Revenue Coverage amount in effect for the fiscal year during which the Term expires or the final payment of Debt Service on Indebtedness is made based on each Wholesale Customer's Proportional Annual Use in the fiscal year during which the Term expires or the final payment of debt service on Indebtedness is made.

D. SFPUC shall provide a schedule of debt issuance (with assumptions), and the Wholesale Customers' share of Net Annual Debt Service (actual and projected) expected to be included in wholesale rates starting in 2009-10 through the expected completion of the WSIP. The schedule is to be updated annually prior to rate setting. If estimated Debt Service is used in rate setting, the SFPUC must be able to demonstrate that the Water Enterprise revenues will be sufficient to meet the additional bonds test for the proposed bonds and rate covenants for the upcoming year.

E. Conditions in the municipal bond market may change from those prevailing in 2009. If, prior to expiration of the Term, the SFPUC determines that it would be in the best financial interest of both Retail Customers and Wholesale Customers of the Regional Water System for the Debt Service coverage requirement to be increased in one or more series of proposed new Indebtedness above 1.25%, or for the coverage covenant to be strengthened in other ways, it will provide a written report to BAWSCA. The report will contain (1) a description of proposed covenant(s) in the bond indenture; (2) an explanation of how savings are expected to be achieved (e.g., increase in the SFPUC's credit rating over the then-current level; ability to

obtain credit enhancement, etc.); (3) the estimated all-in true interest cost savings; (4) a comparison of the Wholesale Revenue Requirements using the Debt Service coverage limitation in subsection A and under the proposed methodology; and (5) a comparison of the respective monetary benefits expected to be received by both Retail and Wholesale Customers. The SFPUC and BAWSCA agree to meet and confer in good faith about the proposed changes.

F. Any increase in Debt Service coverage proposed by the SFPUC shall be commensurate with Proportional Water Use by Retail and Wholesale Customers. If the SFPUC demonstrates that an increase in Debt Service coverage will result in equivalent percentage reductions in total Wholesale and Retail Debt Service payments over the life of the proposed new Indebtedness, based on Proportional Water Use, BAWSCA may agree to a modification of the Wholesale Revenue Coverage requirement in subsection A. If BAWSCA does not agree to a proposed modification in coverage requirements in the covenants for new Indebtedness, SFPUC may nevertheless proceed with the modification and the issuance of new Indebtedness. Any Wholesale Customer, or BAWSCA, may challenge an increase in the Wholesale Revenue Requirement resulting from the modification in Debt Service coverage through arbitration as provided in Section 8.01.A. If the arbitrator finds that the increase in Debt Service coverage (1) did not and will not result in equivalent percentage reductions in total Wholesale and Retail Debt Service payments over the life of the proposed new Indebtedness, based on Proportional Water Use, or (2) was not commensurate with Proportional Water Use, the arbitrator may order the Wholesale Revenue Requirement to be recalculated both retrospectively and prospectively to eliminate the differential impact to Wholesale or Retail Customers, subject to the limitation in Section 8.01.C.

6.07. <u>Working Capital Requirement</u>

A. The SFPUC maintains working capital in the form of unappropriated reserves for the purpose of bridging the gap between when the SFPUC incurs operating expenses required to provide service and when it receives revenues from its Retail and Wholesale Customers. The Wholesale Customers shall fund their share of working capital as part of the annual Wholesale Revenue Requirement calculation. The amount of wholesale working capital for which the Wholesale Customers will be responsible will be determined using the 60-day standard formula approach.

B. Applying this approach, annual wholesale working capital equals one-sixth of the wholesale allocation of operation and maintenance, administrative and general, and property tax

expenses for the Water and Hetch Hetchy Enterprises. Wholesale working capital shall be calculated separately for the Water and Hetch Hetchy Enterprises.

C. Each month, the sum of the Water Enterprise and Hetch Hetchy Enterprise working capital components will be compared with the ending balance in the Wholesale Revenue Coverage Reserve to determine if the Wholesale Customers provided the minimum required working capital. If the Wholesale Revenue Coverage Reserve is greater than the total Water Enterprise and Hetch Hetchy Enterprise working capital requirement, the Wholesale Customers will have provided their share of working capital. If the Wholesale Revenue Coverage Reserve is less than the total Water Enterprise and Hetch Hetchy Enterprise working capital requirement, the Wholesale Customers will be charged interest on the difference, which will be included in the adjustment to the Balancing Account under Section 6.05.B for the subsequent fiscal year.

6.08. <u>Wholesale Capital Fund</u>

A. The SFPUC currently funds revenue-funded capital projects through annual budget appropriations that are included in rates established for that fiscal year and transferred to a capital project fund from which expenditures are made. Consistent with the San Francisco Charter and Administrative Code, the SFPUC appropriates funds in advance of construction in order to maintain a positive balance in the capital project fund. The capital project fund also accrues interest and any unspent appropriations in excess of total project costs. It is the SFPUC's practice to regularly monitor the capital project fund balance to determine whether a surplus has accumulated, which can be credited against the next fiscal year's capital project appropriation.

B. The SFPUC shall establish a comparable Wholesale Revenue-Funded Capital Fund (Wholesale Capital Fund) to enable the Wholesale Customers to fund the wholesale share of revenue-funded New Regional Assets. The Wholesale Capital Fund balance is zero as of July 1, 2009. The SFPUC may include in wholesale rates for any fiscal year an amount equal to the wholesale share of the SFPUC's appropriation for revenue funded New Regional Assets for that year, which sum will be credited to the Wholesale Capital Fund. The wholesale share of other sources of funding, where legally permitted and appropriately accounted for under GAAP, will also be credited to the Wholesale Capital Fund, together with interest earnings on the Wholesale Capital Fund balance.

C. The SFPUC will expend revenues appropriated and transferred to the Wholesale Capital Fund only on New Regional Assets. The annual capital appropriation included in each fiscal year's budget will be provided to BAWSCA in accordance with Section 6.02 and will take into account the current and projected balance in the Wholesale Capital Fund, as well as current and projected unexpended and unencumbered surplus, as shown on attachment M-1, which will be prepared by the SFPUC each year.

D. Commencing on November 30, 2010 and thereafter in each fiscal year during the Term, the SFPUC will also provide an annual report to BAWSCA on the status of individual revenue-funded New Regional Assets, substantially in the form of Attachment M-2.

E. In order to prevent the accumulation of an excessive unexpended and unencumbered ~~surplus~~balance in the Wholesale Capital Fund, the status of the fund balance will be reviewed through the annual Compliance Audit~~ at five-year intervals~~, commencing in FY 2018-19. The FY 2018-19 Compliance Audit and the Wholesale Customer/BAWSCA review under Section 7.06 shall include Wholesale Capital Fund appropriations, expenditures and interest earnings for FY 2014-15~~. Any excess fund balance (i.e., an accumulated unexpended,~~ through 2017-18 for the purpose of determining whether a Balancing Account transfer is required. If the June 30 unencumbered ~~amount in excess of ten percent (10%)~~balance of the ~~wholesale share of total capital appropriations for New Regional Assets during the five preceding years) will~~Wholesale Capital Fund exceeds the lesser of the following: (i) the Target Balance; (ii) the unencumbered remaining cumulative appropriations, the amount of such excess shall be transferred to the credit of the Wholesale Customers to the Balancing Account described in Section 6.05. ~~Attachment M-3 illustrates the operation of this review process, covering FY 2009-10 through FY 2013-14 and FY 2014-15 through 2018-19.~~

In order to avoid funding delays for New Regional Asset capital projects resulting from prior year transfers of excess Wholesale Capital fund balances to the Wholesale Customers, if the June 30 unencumbered balance of the Wholesale Capital Fund is below the lesser of the following: (i) the Target Balance; (ii) the unencumbered remaining cumulative appropriation, such deficiency shall be posted to the Balancing Account described in Section 6.05 as a charge to the Wholesale Customers. Notwithstanding the foregoing, no such charge to the Wholesale Customers shall exceed $4 million annually.

Amended Attachment M-3 illustrates the process for determining the Wholesale Capital Fund balance as of June 30, 2019.

~~I.~~F. Three years prior to the end of the Term, the SFPUC and BAWSCA will discuss the disposition of the Wholesale Capital Fund balance at the end of the Term. Absent agreement, any balance remaining in the Wholesale Capital Fund at the end of the Term shall be transferred to the Balancing Account, to the credit of the Wholesale Customers.

6.09. SFPUC Adoption of Regional Water System 10-Year Capital Improvement Program

A. **Established Level of Service Goals and Objectives**. In approving the WSIP, the Commission adopted Level of Service Goals and Objectives that are, in part, used to develop capital programs related to water, including the 10-Year Capital Improvement Program for the Regional Water System ("10-Year CIP"). BAWSCA and the Wholesale Customers shall have the opportunity to review and provide written or oral comments on any changes to the Level of Service Goals and Objectives that may be submitted to the Commission for approval.

B. **Submittal of an Asset Management Policy**. Prior to December 31, 2020, the SFPUC shall develop and submit to the Commission for approval an Asset Management Policy applicable to the Regional Water System.

C. **Coordination of 10-Year CIP and SFPUC Budget Meetings**. The Commission annually reviews, updates, and adopts a 10-Year CIP pursuant to Section 8B.123 of the San Francisco Charter. At two-year intervals, the Commission holds two budget meetings concerning the 10-Year CIP. Over the course of the two budget meetings, the SFPUC reviews its budget priorities, potential changes to projects in the previously adopted 10-Year CIP, and the potential financial implications of such changes. In the event that Charter amendments are placed on the ballot that could alter or amend the City's budget preparation and adoption efforts, BAWSCA shall be notified in advance of any proposed change that could result in a less robust CIP development effort, and BAWSCA and the SFPUC shall meet to consider BAWSCA's comments on maintaining a robust CIP development effort.

D. **Mid-cycle Changes to the 10-Year CIP**. The SFPUC shall include within the Water Enterprise Capital Improvement Program Quarterly Projects Reports that it provides to the Commission ("CIP Quarterly Projects Reports") discussion of any material changes proposed to projects that are included in the most recently adopted 10-Year CIP. The SFPUC defines a material change as a change that applies to a CIP project whose approved CIP budget is equal to or greater than $5,000,000 that results in one or more of the following:

1. Increases the cost of the CIP project by more than 10%.

2. Increases the schedule of the CIP project by extending said schedule by 12 calendar months or greater.

3. Affects the SFPUC's ability to meet the Level of Service Goals and Objectives.

The SFPUC shall also include within the CIP Quarterly Projects Reports discussion of any new capital project that is not included in the most recently adopted 10-Year CIP if the SFPUC has 1) begun spending on the project and 2) anticipates that it will require total funding in excess of $5,000,000. For such projects, the parties recognize that the work may be of an urgent nature and that details of those projects may be developing quickly to address a critical need. The SFPUC commits that, for these projects, an expanded discussion will be provided in quarterly reports generated 6 months following the creation of the project in the City's finance and accounting system. At a minimum, the discussion will include: 1) a detailed scope of work, 2) schedule, 3) cost breakdown, and 4) proposed source of funding. This level of detail shall continue to be included in subsequent quarterly reports through either the completion of the work or until the work is included as part of an adopted 10-Year CIP.

E. **BAWSCA and Wholesale Customer Notice and Review**. Beginning in 2020, at least 30 days before the first budget meeting, the SFPUC shall provide BAWSCA and the Wholesale Customers with written notice of the dates of the two budget meetings. At least 30 days before the first budget meeting, the SFPUC shall also provide BAWSCA and the Wholesale Customers with a draft of the 10-Year CIP and meet with those same parties to review potential candidate projects that it is considering for inclusion in the 10-Year CIP. Final materials for the first budget meeting will be made available to BAWSCA and the Wholesale Customers no less than 14 days prior to that budget meeting. Final materials for the second budget meeting will be made available to BAWSCA and the Wholesale Customers on the same date that they are made available to the Commission. Prior to the Commission's adoption of the 10-Year CIP at the second budget meeting, San Francisco shall respond, in writing, to all written comments by BAWSCA and the Wholesale Customers on the 10-Year CIP that were submitted prior to the date of the first budget meeting.

F. **Contents of Draft 10-Year CIP – Projects in Years One and Two of 10-Year Schedule**. The SFPUC's CIP projects generally fall into three categories: defined projects, placeholder concepts that could become projects, and programmatic spending for expenses

likely to be made but for which there is no schedule. Projects in the near-term years of the 10-Year CIP have more definition than those in the outer years, and as a result more detailed information is available for them. For each project listed that has significant expected expenditures identified in the first two years of the 10-Year CIP, the draft 10-Year CIP made available to BAWSCA and the Wholesale Customers shall include the following elements:

1. Project name.
2. Project description and justification.
3. Description of the project's relationship to the Level of Service Goals and Objectives.
4. Project asset classification for cost-allocation purposes, pursuant to Attachment R for Hetch Hetchy Enterprise assets, or as Regional or Retail for Water Enterprise assets.
5. Project schedule where applicable, broken down by phase, through to completion.
6. Total project budget estimate including a proposed inflation rate.

G. **Contents of Draft 10-Year CIP – Projects Listed After First Two Years of 10-Year Schedule**. For each project that is listed in years three through ten of the 10-Year CIP, the draft 10-Year CIP made available to BAWSCA and the Wholesale Customers shall include the following elements:

1. Project name.
2. Project description and justification.
3. Description of the project's relationship to the Level of Service Goals and Objectives.
4. Project asset classification for cost-allocation purposes, pursuant to Attachment R for Hetch Hetchy Enterprise assets, or as Regional or Retail for Water Enterprise assets.
5. Project schedule information that forms the basis for project planning if available.
6. Total project budget estimate.

H. **Additional Contents of Draft 10-Year CIP**. The draft 10-Year CIP made available to BAWSCA and the Wholesale Customers shall also include the following:

1. A discussion of any changes to projects in the previously adopted 10-Year CIP, the reasons for such changes, any impact of the proposed changes on the SFPUC's ability to achieve the Level of Service Goals and Objectives, and the SFPUC's proposal for meeting the specific Level of Service Goals and Objectives in question.
2. A discussion of factors that have influenced the 10-Year CIP budget or identified projects, or have the potential to influence the overall budget or the number, cost and scale of identified projects, such as rate increase considerations, local rate setting policies, etc.
3. A discussion of how the CIP will be staffed.
4. A cash flow estimate for each project included as part of the first five years of the 10-Year CIP that considers historical spending and changes in the amount of work to be done.
5. Project spreadsheets that separate new projects from existing projects.
6. A summary roll-up for Regional costs, including all programmatic costs budgeted in the 10-Year CIP.

I. **Quarterly Reporting and Meetings**.

1. CIP Quarterly Projects Reports. The SFPUC shall include within the CIP Quarterly Projects Reports a detailed status update of each Regional project in the 10-Year CIP that has an estimated cost greater than $5 million and a summary of the work completed to date for such projects. The CIP Quarterly Projects Reports shall focus on the first two years' projects in the 10-Year CIP, but shall also demonstrate a connection to the 10-Year CIP asset classification and the Level of Service Goals and Objectives. The CIP Quarterly Projects Reports shall identify any Regional project in the 10-Year CIP with an estimated cost greater than $5 million that is behind schedule, and, for each project so identified, shall describe the SFPUC's plan and timeline for either making up the delay or adopting a revised project schedule. In each fourth quarter of the fiscal year CIP Quarterly Projects Report, the SFPUC will also address the status of Regional projects in the 10-Year CIP that have an estimated cost of less than $5 million, noting any such projects that are behind schedule and describing the SFPUC's plan and timeline for either making up the delay or adopting a revised project schedule.

2. Quarterly Meetings. If requested by BAWSCA, the SFPUC shall hold quarterly meetings with BAWSCA to review each CIP Quarterly Projects Report, during which the SFPUC shall present information and detail about the individual projects and overall implementation of the 10-Year CIP, as well as the need for re-prioritization and/or the proposal of new candidate projects for consideration as part of the next update of the 10-Year CIP. As part of the meeting held in each fourth quarter of the fiscal year, the SFPUC shall provide additional information and detail regarding the CIP development schedule and associated coordination proposed with BAWSCA.

Article 7. Accounting Procedures; Compliance Audit

7.01. SFPUC Accounting Principles, Practices

A. **Accounting Principles**. San Francisco will maintain the accounts of the SFPUC and the Water and Hetch Hetchy Enterprises in conformity with Generally Accepted Accounting Principles. San Francisco will apply all applicable pronouncements of the Governmental Accounting Standards Board (GASB) as well as statements and interpretations of the Financial Accounting Standards Board and Accounting Principles Board opinions issued on or before March 30, 1989, unless those pronouncements or opinions conflict with GASB pronouncements.

B. **General Rule**. San Francisco will maintain the accounting records of the SFPUC and the Water and Hetch Hetchy Enterprises in a format and level of detail sufficient to allow it to determine the annual Wholesale Revenue Requirement in compliance with this Agreement and to allow its determination of the Wholesale Revenue Requirement to be audited as provided in Section 7.04.

C. **Water Enterprise**. San Francisco will maintain an account structure which allows utility plant and operating and maintenance expenses to be segregated by location (inside San Francisco and outside San Francisco) and by function (Direct Retail, Regional and Direct Wholesale).

D. **Hetch Hetchy Enterprise**. San Francisco will maintain an account structure which allows utility plant and operating and maintenance expenses to be segregated into Water Only, Power Only and Joint categories.

E. **SFPUC**. San Francisco will maintain an account structure which allows any expenses of SFPUC bureaus that benefit only the Wastewater Enterprise, the Power-Only operations of the Hetch Hetchy Enterprise or Retail Customers to be excluded from the Wholesale Revenue Requirement.

F. **Utility Plant Ledgers**. San Francisco will maintain subsidiary plant ledgers for the Water and Hetch Hetchy Enterprises that contain unique identifying numbers for all assets included in the rate base and identify the original cost, annual depreciation, accumulated depreciation, date placed in service, useful life, salvage value if any, source of funding (e.g., bond series, revenues, grants), and classification for purposes of this Agreement.

G. **Debt.** San Francisco will maintain documentation identifying:

1. The portion of total bonded debt outstanding related to each series of each bond issue.

2. The portion of total interest expense related to each series of each bond issue.

3. The use of proceeds of each bond issue (including proceeds of commercial paper and/or other interim financial instruments redeemed or expected to be redeemed from bonds and earnings on the proceeds of financings) in sufficient detail to determine, for each bond issue, the proceeds and earnings of each (including proceeds and earnings of interim financing vehicles redeemed by a bond issue) and the total amounts expended on Direct Retail improvements and the total amounts expended on Regional improvements.

H. **Changes in Accounting**. Subject to subsections A thru G, San Francisco may change the chart of accounts and accounting practices of the SFPUC and the Water and Hetch Hetchy Enterprises. However, the allocation of any expense to the Wholesale Customers that is specified in the Agreement may not be changed merely because of a change in (1) the accounting system or chart of accounts used by SFPUC, (2) the account to which an expense is posted or (3) a change in the organizational structure of the SFPUC or the Water or Hetch Hetchy Enterprises.

I. **Audit**. San Francisco will arrange for an audit of the financial statements of Water and Hetch Hetchy Enterprises to be conducted each year by an independent certified public accountant, appointed by the Controller, in accordance with Generally Accepted Auditing Standards.

7.02. Calculation of and Report on Wholesale Revenue Requirement

A. Within five months after the close of each fiscal year, San Francisco will prepare a report showing its calculation of the Wholesale Revenue Requirement for the preceding fiscal year and the change in the balancing account as of the end of that fiscal year. The first such report will be prepared by November 30, 2010 and will cover fiscal year 2009-10 and the balancing account as of June 30, 2010.

B. The report will consist of the following items:

1. Statement of changes in the balancing account for the fiscal year being reported on, and for the immediately preceding fiscal year, substantially in the form of Attachment O.

2. Detailed supporting schedules 8.1 through 8.2 substantially in the form of Attachment N-2.

3. Description and explanation of any changes in San Francisco's accounting practices from those previously in effect.

4. Explanation of any line item of expense (shown on Attachment N-2, schedules 1 and 4) for which the amount allocated to the Wholesale Customers increased by (a) ten percent or more from the preceding fiscal year, or (b) more than $1,000,000.

5. Representation letter signed by the SFPUC General Manager and by other SFPUC financial staff shown on Attachment P, as the General Manager may direct, subject to change in position titles at the discretion of the SFPUC.

C. The report will be delivered to the BAWSCA General Manager by the date identified in Subsection A.

7.03. <u>Once the report has been delivered to BAWSCA, San Francisco will, upon request:</u>

1. Provide BAWSCA with access to, and copies of, all worksheets and supporting documents used or prepared by San Francisco during its calculation of the Wholesale Revenue Requirement;

2. Make available to BAWSCA all supporting documentation and calculations used by San Francisco in preparing the report; and

3. Promptly provide answers to questions from BAWSCA staff about the report.

7.04. <u>Appointment of Compliance Auditor</u>

A. **<u>Purpose</u>**. The purpose of this section is to provide for an annual Compliance Audit by an independent certified public accountant of the procedures followed and the underlying data used by San Francisco in calculating the Wholesale Revenue Requirement for the preceding fiscal year. The annual Compliance Audit shall also determine whether the Wholesale Revenue Requirement has been calculated in accordance with the terms of the Agreement and whether amounts paid by the Wholesale Customers in excess of or less than

the Wholesale Revenue Requirement have been posted to the balancing account, together with interest as provided in Section 6.05.

B. **Method of Appointment**. The Controller shall select an independent certified public accountant ("Compliance Auditor") to conduct the Compliance Audit described below. The Compliance Auditor may be the same certified public accountant engaged by the Controller to audit the financial statements of the Water and Hetch Hetchy Enterprises. Subject to approval by the Controller and the General Manager of the SFPUC, the Compliance Auditor shall have the authority to engage such consultants as it deems necessary or appropriate to assist in the audit. The terms of this Article shall be incorporated into the contract between San Francisco and the Compliance Auditor, and the Wholesale Customers shall be deemed to be third-party beneficiaries of said contract.

7.05. Conduct of Compliance Audit

A. **Standards**. The Compliance Auditor shall perform the Compliance Audit in accordance with Generally Accepted Auditing Standards. In particular, its review shall be governed by the standards contained in Section AU 623 (Reports on Specified Elements, Accounts or Items of a Financial Statement) of the AICPA, Professional Standards, as amended from time to time.

B. **Preliminary Meeting; Periodic Status Reports; Access to Data**. Prior to commencing the audit, the Compliance Auditor shall meet with San Francisco and BAWSCA to discuss the audit plan, the procedures to be employed and the schedule to be followed. During the course of the audit, the Compliance Auditor shall keep San Francisco and BAWSCA informed of any unforeseen problems or circumstances which could cause a delay in the audit or any material expansion of the audit's scope. The Compliance Auditor shall be given full access to all records of the SFPUC and the Water and Hetch Hetchy Enterprises that the Auditor deems necessary for the audit.

C. **Audit Procedures**. The Compliance Auditor shall review San Francisco's calculation of the Wholesale Revenue Requirement and the underlying data in order to carry out the purpose of the audit described in Section 7.03.A and to issue the report described in Section 7.05. At a minimum, the Compliance Auditor shall address the following:

1. Water Enterprise Operating and Maintenance Expenses. The Compliance Auditor shall review Water Enterprise cost ledgers to determine whether the recorded operating and maintenance expenses fairly reflect the costs incurred, were recorded on a basis consistent with applicable Generally Accepted Accounting Principles, and were allocated to the Wholesale Customers as provided in this Agreement.

2. Water Enterprise Administrative and General Expenses. The Compliance Auditor shall review Water Enterprise cost ledgers and other appropriate financial records, including those of the SFPUC, to determine whether the recorded administrative and general expenses fairly reflect the costs incurred by or allocated to the Water Enterprise, whether they were recorded on a basis consistent with applicable Generally Accepted Accounting Principles, whether SFPUC charges were allocated to the Water Enterprise in accordance with this Agreement, and whether the amount of administrative and general expenses allocated to the Wholesale Customers was determined as provided by this Agreement.

3. Property Taxes. The Compliance Auditor shall review Water Enterprise cost ledgers to determine whether the amount of property taxes shown on the report fairly reflects the property tax expense incurred by San Francisco for Water Enterprise property outside of San Francisco and whether there has been deducted from the amount to be allocated (1) all taxes actually reimbursed to San Francisco by tenants of Water Enterprise property under leases that require such reimbursement and (2) any refunds received from the taxing authority. The Compliance Auditor also shall determine whether the amount of property taxes allocated to the Wholesale Customers was determined as provided in this Agreement.

4. Debt Service. The Compliance Auditor shall review SFPUC records to determine whether debt service, and associated coverage requirements, were allocated to the Wholesale Customers as provided in this Agreement.

5. Amortization of Existing Assets in Service as of June 30, 2009. The Compliance Auditor shall review both Water and Hetch Hetchy Enterprise records to determine whether the payoff amount for Existing Assets allocated to the Wholesale Customers as shown on Attachment K-1 through K-4 was calculated as provided in Section 5.03 of this Agreement.

6. Revenue-Funded Capital Appropriations/Expenditures. The Compliance Auditor shall review San Francisco's calculation of actual expenditures on the wholesale share of revenue-funded New Regional Assets and remaining unexpended and unencumbered project

balances in the “Wholesale Capital Fund” described in Section 6.08, to determine whether the procedures contained in that section were followed.

7. Hetch Hetchy Expenses. The Compliance Auditor shall determine whether Hetch Hetchy Enterprise expenses were allocated to the Wholesale Customers as provided in this Agreement.

D. Use of and Reliance on Audited Financial Statements and Water Use Data

1. In performing the audit, the Compliance Auditor shall incorporate any adjustments to the cost ledgers recommended by the independent certified public accountant, referred to in Section 7.01.I, which audited the financial statements of the Water and Hetch Hetchy Enterprises. The Compliance Auditor may rely upon the work performed by that independent certified public accountant if the Compliance Auditor reviews the work and is willing to take responsibility for it as part of the compliance audit.

2. In performing the Compliance Audit and issuing its report, the Compliance Auditor may rely on water use data furnished by the Water Enterprise, regardless of whether the Wholesale Customers contest the accuracy of such data. The Compliance Auditor shall have no obligation to independently verify the accuracy of the water use data provided by San Francisco; however, the Compliance Auditor shall disclose in its report any information which came to its attention suggesting that the water use data provided by San Francisco are inaccurate in any significant respect.

E. Exit Conference. Upon completion of the audit, the Compliance Auditor shall meet with San Francisco and BAWSCA to discuss audit findings, including (1) any material weakness in internal controls and (2) adjustments proposed by the Compliance Auditor and San Francisco’s response (i.e., booked or waived).

7.06. Issuance of Compliance Auditor’s Report

A. San Francisco will require the Compliance Auditor to issue its report no later than nine months after the fiscal year under audit (i.e., March 31 of the following calendar year). The Compliance Auditor’s report shall be addressed and delivered to San Francisco and BAWSCA. The report shall contain:

1. A statement that the Auditor has audited the report on the calculation of the Wholesale Revenue Requirement and changes in the balancing account, and supporting documents, prepared by San Francisco as required by Section 7.02.

2. A statement that the audit was conducted in accordance with auditing standards generally accepted in the United States of America, and that the audit provides a reasonable basis for its opinion.

3. A statement that in the Compliance Auditor's opinion the Wholesale Revenue Requirement was calculated by San Francisco in accordance with this Agreement and that the change in the balancing account shown in San Francisco's report was calculated as required by this Agreement and presents fairly, in all material respects, changes in and the balance due to (or from) the Wholesale Customers as of the end of the fiscal year under audit.

7.07. <u>Wholesale Customer Review</u>

A. One or more Wholesale Customers, or BAWSCA, may engage an independent certified public accountant (CPA) to conduct a review (at its or their expense) of San Francisco's calculation of the annual Wholesale Revenue Requirement and a review of changes in the balancing account.

B. If a Wholesale Customer or BAWSCA wishes such a review to be conducted it will provide written notice to SFPUC within 30 days of the date the Compliance Auditor's report is issued. The notice will identify the CPA or accounting/auditing firm that will conduct the review and the specific aspects of the Compliance Auditor's report that are the subject of the review. If more than one notice of review is received by the SFPUC, the requesting Wholesale Customers shall combine and coordinate their reviews and select a lead auditor to act on their behalf for the purposes of requesting documents and conducting on-site investigations.

C. San Francisco will cooperate with the CPA appointed by a Wholesale Customer or BAWSCA. This cooperation includes making requested records promptly available, making knowledgeable SFPUC personnel available to timely and truthfully answer the CPA's questions and directing the Compliance Auditor to cooperate with the CPA.

D. The Wholesale Customer's review shall be completed within 60 days after the date the Compliance Auditor's report is issued. At the conclusion of the review, representatives of San Francisco and BAWSCA shall meet to discuss any differences between them concerning San Francisco's compliance with Articles 5 or 6 of this Agreement during the preceding fiscal

year or San Francisco's calculation of the Wholesale Revenue Requirement for the preceding fiscal year. If such differences cannot be resolved, the dispute shall be submitted to arbitration in accordance with Section 8.01.

Article 8. Other Agreements of the Parties

8.01. Arbitration and Judicial Review

A. **General Principles re Scope of Arbitration**. All questions or disputes arising under the following subject areas shall be subject to mandatory, binding arbitration and shall not be subject to judicial determination:

1. the determination of the Wholesale Revenue Requirement, which shall include both the calculations used in the determination and the variables used in those calculations;

2. the SFPUC's adherence to accounting practices and conduct of the Compliance Audit; and

3. the SFPUC's classification of new or omitted assets for purposes of determining the Wholesale Revenue Requirement.

All other questions or disputes arising under this Agreement shall be subject to judicial determination. Disputes about the scope of arbitrability shall be resolved by the courts.

B. **Demand for Arbitration**. If any arbitrable question or dispute should arise, any Wholesale Customer or the SFPUC may commence arbitration proceedings hereunder by service of a written Demand for Arbitration. Demands for arbitration shall set forth all of the issues to be arbitrated, the general contentions relating to those issues, and the relief sought by the party serving the Demand. Within 45 days after service of a Demand upon it, any Wholesale Customer or the SFPUC may serve a Notice of Election to become a party to the arbitration and a Response to the issues set forth in the Demand. The Response shall include the party's general contentions and defenses with respect to the claims made in the Demand, and may include any otherwise arbitrable claims, contentions and demands that concern the fiscal year covered by the Demand. If a timely Notice of Election and Response is not filed by any such entity, it shall not be a party to the arbitration but shall nonetheless be bound by the award of the arbitrator. If no party to this Agreement serves a timely Notice of Election and Response, the party seeking arbitration shall be entitled to the relief sought in its Demand for Arbitration without the necessity of further proceedings. Any claims not made in a Demand or Response shall be deemed waived.

If a Demand or Notice of Election is made by the SFPUC, it shall be served by personal delivery or certified mail to each Wholesale Customer at the address of such customer as set forth in the billing records of the SFPUC. If a Demand or Notice of Election is made by a Wholesale Customer, service shall be by certified mail or personal delivery to the General Manager, SFPUC, ~~1155 Market Street, 11th~~525 Golden Gate Avenue, 13th Floor, San Francisco, California ~~94103~~94102, and to each of the other Wholesale Customers. If arbitration is commenced, the Wholesale Customers shall use their best efforts to formulate a single, joint position with respect thereto. In any event, with respect to the appointment of arbitrators, as hereinafter provided, all Wholesale Customers that take the same position as to the issues to be arbitrated shall jointly and collectively be deemed to be a single party.

C. **Limitations Period**. All Demands For Arbitration shall be served within twelve months of receipt by BAWSCA of the Wholesale Revenue Requirement Compliance Auditor's Report for that year. If a party fails to file a Demand within the time period specified in this subsection, that party waives all present and future claims with respect to the fiscal year in question. If no such Demand is served within the twelve month period specified above, the SFPUC's determination of the Wholesale Revenue Requirement for that year shall be final and conclusive. Whether any particular claim is barred by the twelve month limitations period provided for herein shall be for the arbitrator to determine. Prior to the expiration of the twelve month limitations period, the parties to the dispute may agree by written stipulation to extend the period by up to six additional months.

The Arbitrator may order the alteration or recalculation of underlying Water Enterprise and/or Hetch Hetchy Enterprise accounts or asset classifications. Such changes shall be used to calculate the Wholesale Revenue Requirement for the fiscal year in dispute and shall also be used to determine future Wholesale Revenue Requirements, if otherwise applicable, even though the existing entries in such accounts or the asset classifications, in whole or in part, predate the twelve month period described above, so long as a timely arbitration Demand has been filed in accordance with this subsection.

D. **Number and Appointment of Arbitrators**. All arbitration proceedings under this section shall be conducted by a single arbitrator, selected by the SFPUC and a designated representative of the Wholesale Customers or each group of Wholesale Customers that take the same position with respect to the arbitration, within 75 days after service of the Demand. If the parties to the arbitration cannot agree on an arbitrator within 75 days, any party may petition

the Marin County Superior Court for the appointment of an arbitrator pursuant to Code of Civil Procedure Section 1281.6 (or any successor provision).

E. **Guidelines for Qualifications of Arbitrators**. The Wholesale Customers and the SFPUC acknowledge that the qualifications of the arbitrator will vary with the nature of the matter arbitrated, but, in general, agree that such qualifications may include service as a judge or expertise in one or more of the following fields: public utility law, water utility rate setting, water system and hydraulic engineering, utility accounting methods and practices, and water system operation and management. The parties to the arbitration shall use their best efforts to agree in advance upon the qualifications of any arbitrator to be appointed by the Superior Court.

F. **Powers of Arbitrator; Conduct of Proceedings**

1. Except as provided in this section, arbitrations under this section shall be conducted under and be governed by the provisions of California Code of Civil Procedure Sections 1282.2 through 1284.2 (hereinafter, collectively, "Code sections"), and arbitrators appointed hereunder shall have the powers and duties specified by the Code sections.

2. Within the meaning of the Code sections, the term "neutral arbitrator" shall mean the single arbitrator selected by the parties to the arbitration.

3. Unless waived in writing by the parties to the arbitration, the notice of hearing served by the arbitrator shall not be less than 90 days.

4. The lists of witnesses (including expert witnesses), and the lists of documents (including the reports of expert witnesses) referred to in Code of Civil Procedure Section 1282.2 shall be mutually exchanged, without necessity of demand therefore, no later than 60 days prior to the date of the hearing, unless otherwise agreed in writing by the parties to the arbitration. Upon application of any party, or on his or her own motion, the arbitrator may schedule one or more prehearing conferences for the purposes of narrowing and/or expediting resolution of the issues in dispute. Strict conformity to the rules of evidence is not required, except that the arbitrator shall apply applicable law relating to privileges and work product. The arbitrator shall consider evidence that he or she finds relevant and material to the dispute, giving the evidence such weight as is appropriate. The arbitrator may limit testimony to exclude evidence that would be immaterial or unduly repetitive, provided that all parties are afforded the opportunity to present material and relevant evidence.

5. Within thirty days after the close of the arbitration hearing, or such other time as the arbitrator shall determine, the parties will submit proposed findings and a proposed remedy to the arbitrator. The parties may file objections to their adversary's proposed findings and remedy within a time limit to be specified by the arbitrator. The arbitrator shall not base his or her award on information not obtained at the hearing.

6. The arbitrator shall render a written award no later than twelve months after the arbitrator is appointed, either by the parties or by the court, provided that such time may be waived or extended as provided in Code of Civil Procedure Section 1283.8.

7. The provisions for discovery set forth in Code of Civil Procedure Section 1283.05 are incorporated into and made part of this Agreement, except that: (a) leave of the arbitrator need not be obtained for the taking of depositions, including the depositions of expert witnesses; (b) the provisions of Code of Civil Procedure Section 2034.010 et seq., relating to discovery of expert witnesses, shall automatically be applicable to arbitration proceedings arising under this Agreement without the necessity for a formal demand pursuant to Section 2034.210 and the date for the exchange of expert discovery provided by Sections 2034.260 and 2034.270 shall be not later than 60 days prior to the date for the hearing; and (c) all reports, documents, and other materials prepared or reviewed by any expert designated to testify at the arbitration shall be discoverable. In appropriate circumstances, the arbitrator may order any party to this Agreement that is not a party to the arbitration to comply with any discovery request.

8. For the purposes of allocation of expenses and fees, as provided in Code of Civil Procedure Section 1284.2, if any two or more Wholesale Customers join together in a single, joint position in the arbitration, those Wholesale Customers shall be deemed to be a single party. If any Wholesale Customer or customers join together with the SFPUC in a single joint position in the arbitration, those Wholesale Customers and the SFPUC together shall be deemed to be a single party.

9. Subject to any other limitations imposed by the Agreement, the arbitrator shall have power to issue orders mandating compliance with the terms of the Agreement or enjoining violations of the Agreement. With respect to any arbitration brought to redress a claimed wholesale overpayment to the SFPUC, the arbitrator's power to award monetary relief shall be limited to entering an order requiring that an adjustment be made in the amount posted to the balancing account for the fiscal year covered by the Demand.

10. All awards of the arbitrator shall be binding on the SFPUC and the Wholesale Customers regardless of the participation or lack thereof by any Wholesale Customer or the SFPUC as a party to the arbitration proceeding. The parties to an arbitration shall have the power to modify or amend any arbitration award by mutual consent. The arbitrator shall apply California law.

8.02. Attorneys' Fees

A. **Arbitration or Litigation Between San Francisco and Wholesale Customers Arising under the Agreement or Individual Water Sales Contracts**. Each party will bear its own costs, including attorneys' fees, incurred in any arbitration or litigation arising under this Agreement or the Individual Water Sales Contracts between San Francisco and the Wholesale Customers. Notwithstanding the foregoing, and subject to the limitations contained herein, the SFPUC may allocate to the Wholesale Customers as an allowable expense, utilizing the composite rate used for allocating other Water Enterprise administrative and general expenses, any attorneys' fees and costs incurred by the SFPUC in connection with arbitration and/or litigation arising under this Agreement and/or the Individual Water Sales Contracts. Attorneys' fees incurred by the SFPUC for attorneys employed in the San Francisco City Attorney's office shall be billed at the hourly rates charged for the attorneys in question by the San Francisco City Attorney's Office to the SFPUC. Attorneys' fees incurred by the SFPUC for attorneys other than those employed in the San Francisco City Attorney's Office shall be limited to the hourly rates charged to the SFPUC for attorneys and paralegals with comparable experience employed in the San Francisco City Attorney's office and in no event shall exceed the highest hourly rate charged by any attorney or paralegal employed in the City Attorney's Office to the SFPUC.

B. **Arbitration or Litigation Outside of Agreement Concerning the SFPUC Water System or Reserved Issues**

1. The attorneys' fees and costs incurred by the SFPUC in litigation between San Francisco and one or more of the Wholesale Customers arising from matters outside of the Agreement, including, without limitation, litigation and/or arbitration concerning the issues specifically reserved in the Agreement, shall be allocated between the Retail Customers and the Wholesale Customers utilizing the composite rate used for allocating other Water Enterprise administrative and general expenses.

2. If, in any litigation described in subsection B.1 above, attorneys' fees and costs are awarded to one or more of the Wholesale Customers as prevailing parties, the

SFPUC's payment of the Wholesale Customers' attorneys' fees and costs shall not be an allowable expense pursuant to subsection A.

3. If, in any litigation described in subsection B.1, the SFPUC obtains an award of attorneys' fees and costs as a prevailing party against one or more of the Wholesale Customers, any such award shall be reduced to offset the amount of the SFPUC's fees and costs, if any, that have already been paid by the Wholesale Customers in the current or any prior fiscal years pursuant to subsection B.1 and the provisions of Articles 5 and 6 of the Agreement.

4. Nothing contained in this Agreement, including this subsection, shall authorize a court to award attorneys' fees and costs to a prevailing party as a matter of contract and/or the provisions of Civil Code Section 1717, in litigation between San Francisco and one or more of the Wholesale Customers arising from matters outside of the Agreement, including, without limitation, litigation and/or arbitration concerning the issues specifically reserved in the Agreement.

C. **Attorneys Fees and Costs Incurred by the SFPUC in Connection with the Operation and Maintenance of the SFPUC Water Supply System**. All attorneys' fees and costs incurred by the SFPUC in connection with the operation and maintenance of the SFPUC's water supply system shall be allocated between Retail Customers and the Wholesale Customers utilizing the composite rate used for allocating other Water Enterprise administrative and general expenses.

8.03. Annual Meeting and Report

A. The parties wish to ensure that the Wholesale Customers may, in an orderly way, be informed of matters affecting the Regional Water System, including matters affecting the continuity and adequacy of their water supply from San Francisco.

For this purpose, the General Manager of the SFPUC shall meet annually with the Wholesale Customers and BAWSCA during the month of February, commencing February 2010. At these annual meetings, the SFPUC shall provide the Wholesale Customers a report on the following topics:

1. Capital additions under construction or being planned for the Regional Water System, including the status of planning studies, financing plans, environmental reviews, permit applications, etc.;

2. Water use trends and projections for Retail Customers and Wholesale Customers;

3. Water supply conditions and projections;

4. The status of any administrative proceedings or litigation affecting San Francisco's water rights or the SFPUC's ability to deliver water from the watersheds which currently supply the Regional Water System;

5. Existing or anticipated problems with the maintenance and repair of the Regional Water System or with water quality;

6. Projections of Wholesale Revenue Requirements for the next five years;

7. Any other topic which the SFPUC General Manager places on the agenda for the meeting;

8. Any topic which the Wholesale Customers, through BAWSCA, request be placed on the agenda, provided that the SFPUC is notified of the request at least 10 days before the meeting.

B. The General Manager of the SFPUC, the Assistant General Manager of the Water Enterprise, and the Assistant General Manager of Business Services-CFO will use their best efforts to attend the annual meetings. If one or more of these officers are unable to attend, they will designate an appropriately informed assistant to attend in their place.

8.04. <u>Administrative Matters Delegated to BAWSCA</u>

A. The Wholesale Customers hereby delegate the authority and responsibility for performing the following administrative functions contemplated in this Agreement to BAWSCA:

1. Approval of calculations of Proportional Annual Water Use required by Section 3.14 and Attachment J, "Water Use Measurement and Tabulation";

2. Approval of amendments to Attachments J and K-3 and K-4, "25-Year Payoff Schedules for Existing Rate Base";

3. Agreement that the Water Meter and Calibration Procedures Manual to be prepared by the SFPUC may supersede some or all of the requirements in Attachment J, as described in Section 3.14;

4. Conduct of Wholesale Customer review of SFPUC's calculation of annual Wholesale Revenue Requirement/Change in Balancing Account described in Section 7.06;

5. Approval of an adjustment to Wholesale Revenue Coverage as described in Section 6.06.

B. A majority of the Wholesale Customers may, without amending this Agreement, delegate additional administrative functions to BAWSCA. To be effective, such expanded delegation must be evidenced by resolutions adopted by the governing bodies of a majority of the Wholesale Customers. In 2014, all twenty-six Wholesale Customers adopted resolutions delegating authority to BAWSCA to initiate, defend and settle arbitration for the matters that, pursuant to Section 8.01 of this Agreement, are subject to mandatory, binding arbitration.

C. Unless otherwise explicitly stated, the administrative authority delegated to BAWSCA may be exercised by the General Manager/CEO of BAWSCA, rather than requiring action by the BAWSCA Board of Directors. In addition, the Wholesale Customers may, with the consent of BAWSCA, delegate to BAWSCA the initiation, defense, and settlement of arbitration proceedings provided for in Section 8.01.

8.05. Preservation of Water Rights; Notice of Water Rights Proceedings

A. It is the intention of San Francisco to preserve all of its water rights, irrespective of whether the water held under such water rights is allocated under this Agreement. Nothing in this Agreement shall be construed as an abandonment, or evidence of an intent to abandon, any of the water rights that San Francisco presently possesses.

B. San Francisco shall use its best efforts to give prompt notice to BAWSCA of any litigation or administrative proceedings to which San Francisco is a party involving water rights to the Regional Water System. The failure of San Francisco to provide notice as required by this section, for whatever reason, shall not give rise to any monetary liability.

8.06. SFPUC Rules and Regulations

The sale and delivery of all water under this Agreement shall be subject to such of the "Rules and Regulations Governing Water Service to Customers" of the Water Enterprise adopted by the Commission, as those rules and regulations may be amended from time to time, as are (1) applicable to the sale and delivery of water to the

Wholesale Customers, (2) reasonable, and (3) not inconsistent with either this Agreement or with an Individual Water Sales Contract. The SFPUC will give the Wholesale Customers notice of any proposal to amend the Rules and Regulations in a manner that would affect the Wholesale Customers. The notice will be delivered at least thirty days in advance of the date on which the proposal is to be considered by the Commission and will be accompanied by the text of the proposed amendment.

8.07. Reservations of, and Limitations on, Claims

A. **General Reservation of Raker Act Contentions**. The 1984 Agreement resolved a civil action brought against San Francisco by certain of the Wholesale Customers. Plaintiffs in that action contended that they, and other Wholesale Customers that are municipalities or special districts, were "co-grantees" within the meaning of Section 8 of the Act and were entitled to certain rights, benefits and privileges by virtue of that status. San Francisco disputed those claims.

Nothing in this Agreement, or in the Individual Water Sales Contracts, shall be construed or interpreted in any way to affect the ultimate resolution of the controversy between the parties concerning whether any of the Wholesale Customers are "co-grantees" under the Act and, if so, what rights, benefits and privileges accrue to them by reason of that claimed status.

B. **Claims Reserved but not Assertable During Term or Portions Thereof**. The following claims, which San Francisco disputes, are reserved but may not be asserted during the Term (or portions thereof, as indicated):

1. The Wholesale Customers' claim that the Act entitles them to water at cost.

2. The Wholesale Customers' claim that San Francisco is obligated under the Act or state law to supply them with additional water in excess of the Supply Assurance. This claim may not be asserted unless and until San Francisco decides not to meet projected water demands of Wholesale Customers in excess of the Supply Assurance pursuant to Section 4.06.

3. The claim by San Jose and Santa Clara that they are entitled under the Act, or any other federal or state law, to permanent, non-interruptible status and to be charged rates identical to those charged other Wholesale Customers. This claim may not be asserted

unless and until San Francisco notifies San Jose or Santa Clara that it intends to interrupt or terminate water deliveries pursuant to Section 4.05.

4. The Wholesale Customers' claim that the SFPUC is not entitled to impose a surcharge for lost power generation revenues attributable to furnishing water in excess of the Supply Assurance. This claim may not be asserted unless and until SFPUC furnishes water in excess of the Supply Assurance during the Term and also includes such a surcharge in the price of such water.

5. Claims by Wholesale Customers (other than San Jose and Santa Clara, whose service areas are fixed) that SFPUC is obligated under the Act or state law to furnish water, within their Individual Supply Guarantee, for delivery to customers outside their existing service area and that Wholesale Customers are entitled to enlarge their service areas to supply those customers. Such claims may be asserted only after compliance with the procedure set forth in Section 3.03, followed by SFPUC's denial of, or failure for six months to act on, a written request by a Wholesale Customer to expand its service area.

C. **Waived Activities**. The Wholesale Customers (and the SFPUC, where specified) will refrain from the following activities during the Term (or portions thereof, as specified):

1. The Wholesale Customers and the SFPUC will not contend before any court, administrative agency or legislative body or committee that the methodology for determining the Wholesale Revenue Requirement (or the requirements for (a) amortization of the ending balance under the 1984 Agreement, or (b) contribution to the Wholesale Revenue Coverage) determined in accordance with this Agreement violates the Act or any other provision of federal law, state law, or San Francisco's City Charter, or is unfair, unreasonable or unlawful.

2. The Wholesale Customers will not challenge the transfer of funds by the SFPUC to any other San Francisco City department or fund, provided such transfer complies with the San Francisco City Charter. The transfer of its funds, whether or not permitted by the City Charter, will not excuse the SFPUC from its failure to perform any obligation imposed by this Agreement.

3. The Wholesale Customers and the SFPUC will not assert monetary claims against one another based on the 1984 Agreement other than otherwise arbitrable claims arising from the three fiscal years immediately preceding the start of the Term (i.e., FYs

2006-07, 2007-08 and 2008-09). Such claims, if any, shall be governed by the dispute resolution provisions of this Agreement, except that the time within which arbitration must be commenced shall be 18 months from delivery of the Compliance Auditor's report.

D. **Other**

1. This Agreement shall determine the respective monetary rights and obligations of the parties with respect to water sold by the SFPUC to the Wholesale Customers during the Term. Such rights and obligations shall not be affected by any judgments or orders issued by any court in litigation, whether or not between parties hereto, and whether or not related to the controversy over co-grantee status, except for arbitration and/or litigation expressly permitted in this Agreement. No judicial or other resolution of issues reserved by this section will affect the Wholesale Revenue Requirement which, during the Term, will be determined exclusively as provided in Articles 5, 6 and 7 of this Agreement.

2. Because delays in the budget process or other events may cause the SFPUC to defer the effective date of changes in wholesale rates until after the beginning of the fiscal year, this Agreement does not require the SFPUC to make changes in wholesale rates effective at the start of the fiscal year or at any other specific date.

3. The Wholesale Customers do not, by executing this Agreement, concede the legality of the SFPUC's establishing Interim Supply Allocations, as provided in Article 4 or imposing Environmental Enhancement Surcharges on water use in excess of such allocations. Any Wholesale Customer may challenge such allocation when imposed and/or such surcharges if and when levied, in any court of competent jurisdiction.

4. The furnishing of water in excess of the Supply Assurance by San Francisco to the Wholesale Customers shall not be deemed or construed to be a waiver by San Francisco of its claim that it has no obligation under any provision of law to supply such water to the Wholesale Customers, nor shall it constitute a dedication by San Francisco to the Wholesale Customers of such water.

8.08. Prohibition of Assignment

A. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective successors and permitted assigns. Each Wholesale Customer agrees that it will not transfer or assign any rights or privileges under this Agreement, either in whole or in part, or make any transfer of all or any part of its water system or allow the use thereof in any

manner whereby any provision of this Agreement will not continue to be binding on it, its assignee or transferee, or such user of the system. Any assignment or transfer in violation of this covenant, and any assignment or transfer that would result in the supply of water in violation of the Act, shall be void.

B. Nothing in this section shall prevent any Wholesale Customer (except the California Water Service Company and Stanford) from entering into a joint powers agreement or a municipal or multi-party water district with any other Wholesale Customer (except the two listed above) to exercise the rights and obligations granted to and imposed upon the Wholesale Customers hereunder, nor shall this section prevent any Wholesale Customer (except the two listed above) from succeeding to the rights and obligations of another Wholesale Customer hereunder as long as the Wholesale Service Area served by the Wholesale Customers involved in the succession is not thereby enlarged.

8.09. Notices

A. All notices and other documents that San Francisco is required or permitted to send to the Wholesale Customers under this Agreement shall be sent to each and all of the Wholesale Customers by United States mail, first class postage prepaid, addressed to each Wholesale Customer at the address to which monthly water bills are mailed by the Water Enterprise.

B. All notices or other documents which the Wholesale Customers are required or permitted to send to San Francisco under this Agreement shall be sent by United States mail, first class postage prepaid, addressed as follows:

General Manager
San Francisco Public Utilities Commission
~~1155 Market Street, 11th~~525 Golden Gate Avenue, 13th Floor
San Francisco, CA ~~94103~~94123

C. Each Wholesale Customer is a member of BAWSCA. San Francisco shall send a copy of each notice or other document which it is required to send to all Wholesale Customers to BAWSCA addressed as follows:

General Manager/CEO
Bay Area Water Supply and Conservation Agency
155 Bovet Road, Suite ~~302~~650

San Mateo, CA 94402

The failure of San Francisco to send a copy of such notices or documents to BAWSCA shall not invalidate any rate set or other action taken by San Francisco.

D. Any party (or BAWSCA) may change the address to which notice is to be sent to it under this Agreement by notice to San Francisco (in the case of a change desired by a Wholesale Customer or BAWSCA) and to the Wholesale Customer and BAWSCA (in the case of a change desired by San Francisco).

The requirements for notice set forth in Section 8.01 concerning arbitration shall prevail over this section, when they are applicable.

8.10. Incorporation of Attachments

Attachments A through ~~Q~~R, referred to herein, are incorporated in and made a part of this Agreement.

8.11. Interpretation

In interpreting this Agreement, or any provision thereof, it shall be deemed to have been drafted by all signatories, and no presumption pursuant to Civil Code Section 1654 may be invoked to determine the Agreement's meaning. The marginal headings and titles to the sections and paragraphs of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

8.12. Actions and Approvals by San Francisco

Whenever action or approval by San Francisco is required or contemplated by this Agreement, authority to act or approve shall be exercised by the Commission, except if such action is required by law to be taken, or approval required to be given, by the San Francisco Board of Supervisors. The Commission may delegate authority to the General Manager in accordance with the San Francisco City Charter and Administrative Code, except for actions that this Agreement requires to be taken by the Commission.

8.13. Counterparts

Execution of this Agreement may be accomplished by execution of separate counterparts by each signatory. San Francisco shall deliver its executed counterpart to BAWSCA and the counterpart which each Wholesale Customer executes shall be delivered to

San Francisco. The separate executed counterparts, taken together, shall constitute a single agreement.

8.14. Limitations on Damages

A. Unless otherwise prohibited by this Agreement, general or direct damages may be recovered for a breach of a party's obligations under this Agreement. No party is liable for, or may recover from any other party, special, indirect or consequential damages or incidental damages, including, but not limited to, lost profits or revenue. No damages may be awarded for a breach of Section 8.17.

B. The limitations in subsection A apply only to claims for damages for an alleged breach of this Agreement. These limitations do not apply to claims for damages for an alleged breach of a legal duty that arises independently of this Agreement, established by constitution or statute.

C. If damages would be an inadequate remedy for a breach of this Agreement, equitable relief may be awarded by a court in a case in which it is otherwise proper.

D. This section does not apply to any claim of breach for which arbitration is the exclusive remedy pursuant to Section 8.01.A.

8.15. Force Majeure

A. **Excuse from Performance**. No party shall be liable in damages to any other party for delay in performance of, or failure to perform, its obligations under this Agreement, including the obligations set forth in Sections 3.09 and 4.06, if such delay or failure is caused by a "Force Majeure Event."

B. **Notice**. The party claiming excuse shall deliver to the other parties a written notice of intent to claim excuse from performance under this Agreement by reason of a Force Majeure Event. Notice required by this section shall be given promptly in light of the circumstances, and, in the case of events described in (c), (d) or (e) of the definition of Force Majeure Event only, not later than ten (10) days after the occurrence of the Force Majeure Event. Such notice shall describe the Force Majeure Event, the services impacted by the claimed event, the length of time that the party expects to be prevented from performing, and the steps which the party intends to take to restore its ability to perform.

C. **Obligation to Restore Ability to Perform**. Any suspension of performance by a party pursuant to this section shall be only to the extent, and for a period of no longer duration than, required by the nature of the Force Majeure Event, and the party claiming excuse shall use its best efforts to remedy its inability to perform as quickly as possible.

8.16. No Third-Party Beneficiaries

This Agreement is exclusively for the benefit of the parties and not for the benefit of any other Person. There are no third-party beneficiaries of this Agreement and no person not a party shall have any rights under or interests in this Agreement.

No party may assert a claim for damages on behalf of a person other than itself, including a person that is not a party.

8.17. Good Faith and Fair Dealing

San Francisco and the Wholesale Customers each acknowledge their obligation under California law to act in good faith toward, and deal fairly with, each other with respect to this Agreement.

Article 9. Implementation and Special Provisions Affecting Certain Wholesale Customers

9.01. General; Individual Water Sales Contracts

A. As described in Section 1.03, San Francisco previously entered into Individual Water Sales Contracts with each of the Wholesale Customers. The term of the majority of Individual Water Sales Contracts will expire on June 30, 2009, concurrently with the expiration of the 1984 Agreement. Except as provided below in this Article, each of the Wholesale Customers will execute a new Individual Water Sales Contract with San Francisco concurrently with its approval of the Agreement.

B. The Individual Water Sales Contracts will describe the service area of each Wholesale Customer, identify the location and size of connections between the Regional Water System and the Wholesale Customer's distribution system, provide for periodic rendering and payment of bills for water usage, and in some instances contain additional specialized provisions unique to the particular Wholesale Customer and not of general concern or applicability. A sample Individual Water Sales Contract is provided at Attachment F. The Individual Water Sales Contracts between San Francisco and the Wholesale Customers will not contain any provision inconsistent with Articles 1 through 8 of this Agreement except (1) as provided below in this Article or (2) to the extent that such provisions are not in derogation of the Fundamental Rights of other Wholesale Customers under this Agreement. Any provisions in an Individual Water Sales Contract which are in violation of this section shall be void.

9.02. California Water Service Company

A. The parties recognize that the California Water Service Company is an investor-owned utility company and, as such, has no claim to co-grantee status under the Act, which specifically bars private parties from receiving for resale any water produced by the Hetch Hetchy portion of the Regional Water System. Accordingly, the following provisions shall apply to the California Water Service Company, notwithstanding anything to the contrary elsewhere in this Agreement.

B. The total quantity of water delivered by San Francisco to the California Water Service Company shall not in any calendar year exceed 47,400 acre feet, which is the estimated average annual production of Local System Water. If San Francisco develops additional Local System Water after the Effective Date, it may (1) increase the maximum

delivery amount stated herein; and (2) increase the Supply Assurance, but not necessarily both. San Francisco has no obligation to deliver water to California Water Service Company in excess of the maximum stated herein, except as such maximum may be increased by San Francisco pursuant to this subsection. The maximum annual quantity of Local System Water set forth in this subsection is intended to be a limitation on the total quantity of water that may be allocated to California Water Service Company, and is not an Individual Supply Guarantee for purposes of Section 3.02. The maximum quantity of Local System Water set forth in this subsection is subject to reduction in response to (1) changes in long-term hydrology or (2) environmental water requirements that may be imposed by or negotiated with state and federal resource agencies in order to comply with state or federal law or to secure applicable permits for construction of Regional Water System facilities. San Francisco shall notify California Water Service Company of any anticipated reduction of the quantity of Local System Water set forth in this subsection, along with an explanation of the basis for the reduction.

C. Notwithstanding anything in Section 8.08 to the contrary, California Water Service Company shall have the right to assign to a public agency having the power of eminent domain all or a portion of the rights of California Water Service Company under any contract between it and San Francisco applicable to any individual district of California Water Service Company in connection with the acquisition by such public agency of all or a portion of the water system of California Water Service Company in such district. In the event of any such assignment of all the rights, privileges and obligations of California Water Service Company under such contract, California Water Service Company shall be relieved of all further obligations under such contract provided that the assignee public agency expressly assumes the obligations of California Water Service Company thereunder. In the event of such an assignment of a portion of the rights, privileges and obligations of California Water Service Company under such contract, California Water Service Company shall be relieved of such portion of such obligations so assigned thereunder provided that the assignee public agency shall expressly assume such obligations so assigned to it.

D. Should California Water Service Company seek to take over or otherwise acquire, in whole or in part, the service obligations of another Wholesale Customer under Section 3.03.E, it will so inform San Francisco at least six months prior to the effective date of the sale and provide information concerning the total additional demand proposed to be served, in order that San Francisco may compare the proposed additional demand to the then-current estimate of Local System Water. In this regard, California Water Service Company has notified

the SFPUC that it has reached an agreement to acquire the assets of Skyline County Water District ("Skyline") and assume the responsibility for providing water service to customers in the Skyline service area. California Water Service Company has advised the SFPUC that, on September 18, 2008, the California Public Utilities Commission approved California Water Service Company's acquisition of Skyline. The SFPUC anticipates approving the transfer of Skyline's Supply Guarantee as shown on Attachment C to California Water Service Company and the expansion of California Water Service Company's service area to include the current Skyline service area before the Effective Date of this Agreement. All parties to this Agreement authorize corresponding modifications of Attachment C, as well as any of the Agreement's other provisions, to reflect the foregoing transaction without the necessity of amending this Agreement.

E. Nothing in this Agreement shall preclude San Francisco from selling water to any county, city, town, district, political subdivision, or other public agency for resale to customers within the service area of the California Water Service Company. Nothing in this Agreement shall require or contemplate any delivery of water to California Water Service Company in violation of the Act.

F. Nothing in this Agreement shall alter, amend or modify the Findings of Fact and Conclusions of Law and the Judgment dated May 25, 1961, in that certain action entitled City and County of San Francisco v. California Water Service Company in the Superior Court of the State of California in and for the County of Marin, No. 23286, as modified by the Quitclaim Deed from California Water Service Company to San Francisco dated August 22, 1961. The rights and obligations of San Francisco and California Water Service Company under these documents shall continue as therein set forth.

9.03. <u>City of Hayward</u>

A. San Francisco and the City of Hayward ("Hayward") entered into a water supply contract on February 9, 1962 ("the 1962 contract") which provides, inter alia, that San Francisco will supply Hayward with all water supplemental to sources and supplies of water owned or controlled by Hayward as of that date, in sufficient quantity to supply the total water needs of the service area described on an exhibit to the 1962 contract "on a permanent basis." The service area map attached as Exhibit C to the 1962 contract was amended in 1974 to remove an area of land in the Hayward hills and in 2008 to make minor boundary adjustments identified in SFPUC Resolution No. 08-0035.

B. The intention of the parties is to continue the 1962 contract, as amended, in effect as the Individual Water Sales Contract between San Francisco and Hayward. Accordingly, it shall not be necessary for San Francisco and Hayward to enter into a new Individual Water Sales Contract pursuant to this Article and approval of this Agreement by Hayward shall constitute approval of both this Agreement and an Individual Water Sales Contract for purposes of Section 1.03. The 1962 contract, as amended, will continue to describe the service area of Hayward, while rates for water delivered to Hayward during the Term shall be governed by Article 5 hereof. The 1962 contract, as amended, will continue in force after the expiration of the Term.

9.04. <u>Estero Municipal Improvement District</u>

A. San Francisco and the Estero Municipal Improvement District ("Estero") entered into a water supply contract on August 24, 1961, the term of which continues until August 24, 2011 ("the 1961 Contract"). The 1961 Contract provides, inter alia, that San Francisco will supply Estero with all water supplemental to sources and supplies of water owned or controlled by Estero as of that date, in sufficient quantity to supply the total water needs of the service area described on an exhibit to the 1961 Contract.

B. The intention of the parties is to terminate the 1961 Contract and replace it with a new Individual Water Sales Contract which will become effective on July 1, 2009. The new Individual Water Sales Contract will describe the current service area of Estero. The Individual Supply Guarantee applicable to Estero shall be 5.9 MGD, rather than being determined as provided in the 1961 Contract.

9.05. <u>Stanford University</u>

A. The parties recognize that The Board of Trustees of The Leland Stanford Junior University ("Stanford") operates a non-profit university, and purchases water from San Francisco for redistribution to the academic and related facilities and activities of the university and to residents of Stanford, the majority of whom are either employed by or students of Stanford. Stanford agrees that all water furnished by San Francisco shall be used by Stanford only for domestic purposes and those directly connected with the academic and related facilities and activities of Stanford, and no water furnished by San Francisco shall be used in any area now or hereafter leased or otherwise used for industrial purposes or for commercial purposes

other than those campus support facilities that provide direct services to Stanford faculty, students or staff such as the U.S. Post Office, the bookstore and Student Union.

Nothing in this Agreement shall preclude San Francisco from selling water to any county, city, town, political subdivision or other public agency for resale to Stanford or to customers within the service area of Stanford.

B. Notwithstanding anything in Section 8.08 to the contrary, Stanford shall have the right to assign to a public agency having the power of eminent domain all or a portion of the rights of Stanford under this Agreement or the Individual Water Sales Contract between it and San Francisco in connection with the acquisition by such public agency of all or a portion of Stanford's water system. In the event of any such assignment of all the rights, privileges, and obligations of Stanford under such contract, Stanford shall be relieved of all further obligations under such contract, provided that the assignee public agency expressly assumes Stanford's obligations thereunder. In the event of such an assignment of a portion of the rights, privileges, and obligations of Stanford under such contract, Stanford shall be relieved of such obligations so assigned thereunder, provided that the assignee public agency shall expressly assume such obligations so assigned to it.

Nothing in this Agreement shall require or contemplate any delivery of water to Stanford in violation of the Act.

9.06. <u>City of San Jose and City of Santa Clara</u>

A. **<u>Continued Supply on Temporary, Interruptible Basis</u>**. During the term of the 1984 Agreement, San Francisco provided water to the City of San Jose ("San Jose") and the City of Santa Clara ("Santa Clara") on a temporary, interruptible basis pursuant to SFPUC Resolution No. 85-0256. Subject to termination or reduction of supply as provided in Section 4.05 of this Agreement, San Francisco will continue to supply water to San Jose and Santa Clara on a temporary, interruptible basis pending a decision by the Commission, pursuant to Section 4.05.H, as to whether to make San Jose and Santa Clara permanent customers of the Regional Water System. San Francisco will furnish water to San Jose and Santa Clara at the same rates as those applicable to other Wholesale Customers pursuant to this Agreement. Water delivered to San Jose and Santa Clara after July 1, 2009 may be limited by the SFPUC's ability to meet the full needs of all its other Retail and Wholesale Customers. The service areas of San Jose and Santa Clara set forth in their Individual Water Sales Contracts may not be

expanded using the procedure set forth in Section 3.03. The combined annual average water usage of San Jose and Santa Clara shall not exceed 9 MGD. The allocation of that total amount between San Jose and Santa Clara shall be as set forth in their Individual Water Sales Contracts.

B. **Reservation of Rights**. In signing this Agreement, neither San Jose nor Santa Clara waives any of its rights to contend, in the event that San Francisco (1) elects to terminate or interrupt water deliveries to either or both of the two cities prior to ~~2018~~2028 using the process set forth in Section 4.05, or (2) does not elect to take either city on as a permanent customer in ~~2018~~2028, that it is entitled to permanent customer status, pursuant to the Act or any other federal or state law. Santa Clara's reservation of rights is limited to its existing Service Area A, as shown on Attachment Q-2. Service Area B, south of Highway 101, was added in 2018 solely for the operational convenience of Santa Clara. Santa Clara waives its right to make claims described in this Section 9.06.B and Section 8.07.B.3 with respect to Service Area B. In signing this Agreement, San Francisco does not waive its right to deny any or all such contentions.

9.07. City of Brisbane, Guadalupe Valley Municipal Improvement District, Town of Hillsborough

A. The parties acknowledge that San Francisco has heretofore provided certain quantities of water to the City of Brisbane ("Brisbane"), Guadalupe Valley Municipal Improvement District ("Guadalupe") and the Town of Hillsborough ("Hillsborough") at specified rates or without charge pursuant to obligations arising out of agreements between the predecessors of San Francisco and these parties, which agreements are referred to in judicial orders, resolutions of the SFPUC and/or the 1960 contracts between San Francisco and Brisbane, Guadalupe and Hillsborough. The parties intend to continue those arrangements and accordingly agree as follows:

1. Nothing in this Agreement is intended to alter, amend or modify the terms of SFPUC Resolution No. 74-0653 or the indenture of July 18, 1908 between the Guadalupe Development Company and the Spring Valley Water Company.

2. Nothing in this Agreement is intended to alter, amend or modify the Findings of Fact and Conclusions of Law and Judgment dated May 25, 1961 in that certain action entitled City and County of San Francisco v. Town of Hillsborough in the Superior Court of the State of California in and for the County of Marin, No. 23282, as modified by the

Satisfaction of Judgment filed October 23, 1961 and the Compromise and Release between Hillsborough and San Francisco dated August 22, 1961. The rights and obligations of Hillsborough under these documents shall continue as therein set forth.

3. Nothing in this Agreement is intended to affect or prejudice any claims, rights or remedies of Guadalupe or of Crocker Estate Company, a corporation, or of Crocker Land Company, a corporation, or of San Francisco, or of their successors and assigns, respectively, with respect to or arising out of that certain deed dated May 22, 1884, from Charles Crocker to Spring Valley Water Works, a corporation, recorded on May 24, 1884, in Book 37 of Deeds at page 356, Records of San Mateo County, California, as amended by that certain Deed of Exchange of Easements in Real Property and Agreement for Trade in Connection Therewith, dated July 29, 1954, recorded on August 4, 1954, in Book 2628, at page 298, Official Records of said San Mateo County, or with respect to or arising out of that certain action involving the validity or enforceability of certain provisions of said deed entitled City and County of San Francisco v. Crocker Estate Company, in the Superior Court of the State of California in and for the County of Marin, No. 23281.

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Attachment A - Definitions

"1984 Agreement" refers to the 1984 Settlement Agreement and Master Water Sales Contract between the City and County of San Francisco and certain Suburban Purchasers in San Mateo County, Santa Clara County and Alameda County, which expires on June 30, 2009.

"Act" refers to the Raker Act, 38 Stat. 242, the Act of Congress, enacted in 1913, that authorized the construction of the Hetch Hetchy system on federal lands.

"Adjusted Proportional Annual Use" means the respective percentages of annual water use, as adjusted to reflect deliveries of water by the Hetch Hetchy Enterprise to outside City Retail Customers. The adjustment is calculated each year as described in Section B of Attachment J and is shown on lines 18 and 19 of Table 1 of that Attachment.

"Agreement" refers to this Water Supply Agreement, by and among San Francisco and the Wholesale Customers who approve this Agreement in accordance with Section 1.03.

"BAWSCA" refers to the Bay Area Water Supply and Conservation Agency established pursuant to Division 31 of the California Water Code (Water Code §§81300-81461) or its successor and permitted assigns.

"CEQA" refers to the California Environmental Quality Act found at §§21000 et seq. of the Public Resources Code and the Guidelines for the California Environmental Quality Act found at §§15000 et seq. of Title 14 of the California Code of Regulations, as amended from time to time.

"Commission" means the governing board of the SFPUC, whose members, as of the date of this Agreement, are appointed by the Mayor of San Francisco and confirmed by the San Francisco Board of Supervisors.

"Compliance Audit" refers to the annual audit of the Wholesale Revenue Requirement by the Compliance Auditor required by Sections 7.03 through 7.05.

"Compliance Auditor" refers to the independent certified public accountant chosen by the San Francisco Controller to conduct each fiscal year's audit of the SFPUC's calculation of the Wholesale Revenue Requirement as provided in Section 7.03.B.

“Countywide Cost Allocation Plan” refers to the full costs of the Water and Hetch Hetchy Enterprises’ prorated share of San Francisco city government expenses that are not directly billed to city departments, as determined by the Controller of the City and County of San Francisco.

“Debt Service” means principal and interest paid during a fiscal year on Indebtedness incurred by the SFPUC for the 2006 Revenue Bonds, Series A, and subsequently issued Indebtedness (exclusive of 2006 Revenue Bonds Series B and C), the proceeds of which are used or are scheduled to be used for the acquisition or construction of New Regional Assets or to refund such Indebtedness.

“Direct Retail” refers to Regional Water System capital or operating expenditures that are incurred to provide water service solely to Retail Customers.

“Direct Wholesale” refers to Regional Water System capital or operating expenditures that are incurred to provide water service solely to one or more Wholesale Customers.

“Drought” means a water shortage caused by lack of precipitation, as reflected in resolutions of the Commission calling for voluntary or mandatory water rationing based on evaluation of water stored or otherwise available to the Regional Water System, whether or not the Commission declares a water shortage emergency pursuant to Water Code §§ 350 et seq., as amended from time to time.

“Effective Date” refers to the date this Agreement will become effective in accordance with the terms of Section 1.03.

“Emergency” means a sudden, non-drought event, such as an earthquake, failure of Regional Water System infrastructure or other catastrophic event or natural disaster that results in an insufficient supply of water available to the Retail or Wholesale Service Areas for basic human consumption, firefighting, sanitation, and fire protection.

“Encumbrance” or **“Encumber”** refers to the process by which the City Controller certifies the availability of amounts previously appropriated by the Commission for specifically identified SFPUC capital projects performed either by third parties or through work orders to other City departments.

"Environmental Enhancement Surcharge" means the surcharge to be imposed by the SFPUC on individual parties to this Agreement whose use exceeds their Interim Supply Allocation when the collective use of water by all parties to this Agreement is in excess of the Interim Supply Limitation.

"ERRP" refers to a SFPUC document entitled *Emergency Response and Recovery Plan: Regional Water System* ("ERRP") dated August 23, 2003, and updated November 2006.

"Excess Use Charges" are monthly charges set by the SFPUC, in the form of multipliers, that are applied to the Wholesale Customer water rates during times of mandatory rationing if a Wholesale Customer's water usage is greater than its shortage allocation. Excess Use Charges are further described in Section 4 of the Tier 1 Shortage Plan (Attachment H).

"Existing Assets" refers to Regional and Hetch Hetchy Water-Only and Water-Related capital assets plant in service as of June 30, 2009.

"Existing System Assets" refers to all Water Enterprise and Hetch Hetchy Enterprise assets and assets that are components of, or appurtenances thereto. Existing Assets are a subset of the Existing System Assets for repayment of capital costs under Section 5.03.

"Existing Facilities" means those wells and associated infrastructure owned by the Participating Pumpers and in existence as of the effective date of the Project Operating Agreement, and any replacements of Existing Facilities irrespective of location.

"Force Majeure Event" means an event not the fault of, and beyond the reasonable control of, the party claiming excuse which makes it impossible or extremely impracticable for such party to perform obligations imposed on it by this Agreement, by virtue of its effect on physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an "act of God" such as an earthquake, flood, earth movement, or similar catastrophic event, (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event, (c) a strike, work stoppage, picketing or similar concerted labor action, (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain essential materials after diligent and timely efforts; or (e) an order or regulation issued by a federal or state regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date.

"Fundamental Rights" of Wholesale Customers are their status as parties to this Agreement, their allocation of water recognized in Section 3.02, their protection against arbitrary, unreasonable, or unjustly discriminatory rates provided in Section 6.04, and any specific rights described in Article 9.

"Groundwater Storage and Recovery Project" refers to a WSIP project for groundwater storage and recovery in the Southern portion of the Westside Basin approved in SFPUC Resolution No. 14-0127 dated August 12, 2014.

"Hetch Hetchy Enterprise" refers to Hetch Hetchy Water and Power Enterprise, a SFPUC operating department.

"In Lieu Water" refers to Regional Water System water, subject to the limitations set forth in Section 9.02 of this Agreement for water delivered to California Water Service Company, that the SFPUC delivers at no charge on an interruptible basis to the Participating Pumpers, to replace groundwater that the Participating Pumpers refrain from pumping using their Existing Facilities during storage periods under the Project Operating Agreement.

"Include" and its variants mean "including but not limited to" whenever used in this Agreement, regardless of whether or not it is capitalized.

"Indebtedness" includes revenue bonds, bond anticipation notes, certificates of participation (excluding certificates of participation towards which SFPUC contributes debt service as an operating expense), and commercial paper.

"Individual Water Sales Contract" refers to the contracts between each Wholesale Customer and San Francisco contemplated in Section 9.01 that details customer-specific matters such as location of service connections, service area maps and other matters specific to that customer.

"Individual Supply Guarantee" refers to each Wholesale Customer's share of the Supply Assurance, as shown in Attachment C.

"Interim Supply Allocation" refers to each Wholesale Customer's share, to be established by the SFPUC pursuant to Section 4.02, of the Interim Supply Limitation.

"Interim Supply Limitation" refers to the 265 MGD annual average limitation on water deliveries until December 31, 2018 from Regional Water System watersheds imposed by the SFPUC in its approval of the WSIP in Resolution Number 08-0200 dated October 30, 2008.

"Irrigation Well Owners" refers to the Hills of Eternity, Home of Peace, and Salem Cemetery; Eternal Home Cemetery; Woodlawn Cemetery; Holy Cross Cemetery; Italian Cemetery; Olivet Cemetery; Cypress Lawn Cemetery; and the California Golf Club, located within the Southern portion of the Westside Basin.

"Irrigation Well Owner Replacement Water" refers to water supplied by the Regional Water System delivered on a standby basis by the SFPUC, or wheeled through California Water Service Company's South San Francisco District System, for delivery to Irrigation Well Owners as may be necessary under the MMRP.

"Joint," when used in connection with Hetch Hetchy Enterprise assets or expenses, refers to assets used or expenses incurred in providing both water supply ("Water-Related") and in the generation and transmission of electrical energy ("Power-Related").

"Level of Service Goals and Objectives" refers to the "Phased WSIP Goals and Objectives" adopted by the Commission in Resolution No. 08-0200 dated October 30, 2008 as part of the approval of the WSIP and any amendments that may be adopted by the Commission.

"Local System Water" refers to Regional Water System water supplies developed in San Mateo, Alameda and Santa Clara Counties or otherwise not produced by the Hetch Hetchy Enterprise under rights of way granted by the Raker Act.

"MGD" refers to an average flow rate of one million gallons per day over a specific time period, often a year. For example, one MGD is equal to 365 million gallons per year or 1,120 acre feet per year.

"Mitigation, Monitoring and Reporting Program or **"MMRP"** refers to the CEQA required program of mitigation and monitoring adopted by the SFPUC as part of Groundwater Storage and Recovery Project approval in Resolution No. 14-0127.

"Net Annual Debt Service" refers to debt service less payments made from proceeds of Indebtedness (e.g., capitalized interest), earnings on bond proceeds (e.g., reserve fund

earnings) used to pay Debt Service, and interest paid from renewed commercial paper, or from reserve fund liquidation.

"New Assets" refers to Regional and Hetch Hetchy Water-Only and Water-Related capital assets added to Regional Water System plant in service after June 30, 2009.

"New Regional Assets" refers to New Assets placed in service on or after July 1, 2009 that are used and useful in delivering water to Wholesale Customers. The following four categories comprise New Regional Assets:

~~1.~~ 1. Water Enterprise Regional Assets

~~2.~~ 2. Water Enterprise Direct Wholesale Assets

~~3.~~ 3. Hetch Hetchy Water Only Assets

~~4.~~ 4. Water-Related portion (45 percent) of Hetch Hetchy Joint Assets

"Participating Pumpers" refers to the Wholesale Customers pumping groundwater who are parties to the Project Operating Agreement; specifically, the cities of Daly City and San Bruno and the California Water Service Company, South San Francisco Service Area.

"Participating Pumper Replacement Water" refers to the quantity of Regional Water System water that may be made available by the SFPUC to some or all of the Participating Pumpers in accordance with Section 4.7 of the Project Operating Agreement.

"Power-Only," when used with reference to Hetch Hetchy Enterprise capital costs and operating and maintenance expenses, means capital costs and expenses that are incurred solely for the construction and operation of assets used to generate and transmit electrical energy.

"Power-Related" refers to the power related portion (55%) of Joint Hetch Hetchy Enterprise assets or expenses.

"Prepayment" refers to payments of principal and interest amounts not due in the year the prepayment is made, as described in Section 5.03.

"Project Facility or Facilities" refers to all Groundwater Storage and Recovery Project assets, such as Project wells and all related fixed assets (e.g., real property, water treatment, connecting pipelines) that are acquired or constructed by the SFPUC pursuant to the Project

Operating Agreement and operated as Regional Water System assets for the allocation of capital costs and operation and maintenance expenses under this Agreement.

"Project Operating Agreement" refers to the "Agreement for Groundwater Storage and Recovery from the Southern Portion of the Westside Groundwater Basin by and among the San Francisco Public Utilities Commission, the City of Daly City, the City of San Bruno, and California Water Service Company," dated as of December 16, 2014.

"Proportional Annual Use" means the shares of deliveries from the Regional Water System used by City Retail Customers and by the Wholesale Customers in a fiscal year, expressed as a percentage. The percentages of annual use are calculated each year as described in Section B of Attachment J and are shown on lines 10 and 11 of Table 1 of that Attachment.

"Proportional Water Use" refers the general principle of allocating Regional Water System costs based on the relative purchases of water by Retail and Wholesale Customers.

"Regional," when used with reference to Water Enterprise capital assets and operating expenses, refers to assets and expenses that benefit Wholesale and Regional Customers.

"Regional Water System" means the water storage, transmission and treatment system operated by the SFPUC in Tuolumne, Stanislaus, San Joaquin, Alameda, Santa Clara, San Mateo and San Francisco counties, including projects constructed under the WSIP, but excluding Direct Retail and Direct Wholesale assets.

"Retail Customers" means any customer that purchases water from San Francisco that is not a Wholesale Customer, whether located inside or outside of San Francisco.

"Retail Service Area" means the areas where SFPUC sells water to Retail Customers.

"Retail Water" means water sold by the SFPUC to its Retail Customers within and outside San Francisco.

"San Francisco" refers to the City and County of San Francisco.

"SFPUC" refers to the San Francisco Public Utilities Commission as an operating department of San Francisco, the General Manager of which reports to the Commission.

"SFPUC Bureaus" refers to the portions of the SFPUC that provide support services to the SFPUC Operating Departments. These presently consist of the General Manager's Office, Business Services, and External Affairs.

"SFPUC Operating Departments" refers to the Water, Hetch Hetchy and Wastewater Program Enterprises under the control and management of the SFPUC pursuant to the San Francisco Charter.

"SFPUC Storage Account" refers to the book account maintained by the SFPUC showing the amount of water stored in the Southern Westside Basin pursuant to the Project Operating Agreement.

"Shared Facilities" refers to an Existing Facility that is owned by a Participating Pumper, as upgraded through the expenditure of Regional capital costs under Section 5.04 of this Agreement and operated in part as a Project Facility.

"Substantially Expended": A bond issue series is substantially expended when 98% of the proceeds and investment earnings contributed to the project fund have been expended.

"Supply Assurance" means the 184 MGD maximum annual average metered supply of water dedicated by San Francisco to public use in the Wholesale Service Area (not including San Jose and Santa Clara) in the 1984 Agreement and Section 3.01 of this Agreement.

"Target Balance," for purposes of determining the Wholesale Capital Fund unencumbered balance under Section 6.08.E and amended Attachment M-3 beginning in FY 2018-19, means the sum of (i) the current year (FY 2018-19) wholesale share of the revenue funded capital appropriation for New Regional Assets pursuant to Section 5.04.B times the quotient of 4 divided by 5; plus (ii) the wholesale appropriation for the prior year (FY 2017-18) times the quotient of 3 divided by 5; plus (iii) the wholesale appropriation for the 2nd year prior (FY 2016-17) times the quotient of 2 divided by 5; plus (iv) the wholesale appropriation for the third year prior (FY 2015-16) times the quotient of 1 divided by 5. Such appropriations shall take into account any de-appropriations and/or reimbursements from bond proceeds or other sources. The fiscal years in parentheses used in this definition are for illustration purposes only.

"Term" means the 25-year term commencing July 1, 2009, including one or both 5-year extensions authorized by Section 2.02.A and B.

“Tier 1 Shortage Plan” refers to the Water Shortage Allocation Plan (Attachment H) adopted by the SFPUC and the Wholesale Customers in conjunction with this Agreement describing the method for allocating water between the SFPUC and the Wholesale Customers collectively for shortages of up to 20% of deliveries from the Regional Water System, as amended from time-to-time.

“Water Enterprise” refers to the San Francisco Water Department (SFWD), an SFPUC Operating Department.

“Water Management Charge” refers to the charge collected by San Francisco on behalf of BAWSCA for local water resource development in the Wholesale Service Area pursuant to Section 3.06 of this Agreement.

“Water-Only,” when used with reference to Hetch Hetchy Enterprise capital costs and operating and maintenance expenses, means capital costs and expenses that are incurred solely for the construction and operation of assets used to protect water quality or to provide for the delivery of water for consumptive purposes.

“Water-Related” refers to the water related portion (45%) of Joint Hetch Hetchy Enterprise assets or expenses.

“Water Supply Development Report” refers to the annual report prepared pursuant to Section 4.05, and submitted to the Commission for purposes of estimating whether Regional Water System demand will be within the Interim Supply Limitation by June 30, 2018.

“Wheeling Statute” refers to Article 4 of Chapter 11 of the California Water Code, as amended from time to time.

“Wholesale Capital Fund” is the account established by the SFPUC for deposit of Wholesale Customer revenue that is used to fund the wholesale share of revenue-funded New Regional Assets, as described in Section 6.08.

“Wholesale Customer” or “Customers” means one or more of the ~~27~~26 water customers identified in Section 1.~~01~~02 that are contracting for purchase of water from San Francisco pursuant to this Agreement.

“Wholesale Revenue Coverage” refers to the additional dollar amount included in wholesale rates each fiscal year that is charged to Wholesale Customers by the SFPUC for their proportionate share of Debt Service coverage under Section 6.06.A.

“Wholesale Revenue Coverage Reserve” refers to the account established by the SFPUC for deposit of Wholesale Revenue Coverage under Section 6.06.B.

“Wholesale Revenue Requirement” means the calculated Wholesale Customer portion of SFPUC Regional Water System capital and operating costs as determined in accordance with the provisions of Article 5 of this Agreement, formerly called the “Suburban Revenue Requirement” in the 1984 Agreement.

“Wholesale Service Area” means the combined service areas of the Wholesale Customers, as delineated on the service area maps attached to each Individual Water Sales Contract.

“WSIP” refers to the Water System Improvement Program approved by the Commission in Resolution No. 08-0200 on October 30, 2008, as amended from time to time.

ATTACHMENT C

INDIVIDUAL SUPPLY GUARANTEES

	(1)	*(2)*
WHOLESALE CUSTOMER	***100 Cubic Feet (per year)[1]****	***Million Gallons Per Day (MGD)[1]***
Alameda County Water District	6,714,439	13.760
California Water Service Company**[2]	17,320,807	35.499
City of Brisbane	224,435	0.460
City of Burlingame	2,553,753	5.234
City of Daly City	2,094,386	4.292
City of East Palo Alto	1,689,713~~957,813~~	3.463~~1.963~~
City of Menlo Park	2,174,231	4.456
City of Millbrae	1,538,120	3.152
City of Milpitas	4,504,533	9.232
City of Mountain View	6,079,715~~6,567,648~~	12.460~~13.460~~
City of Palo Alto	8,087,730~~8,331,697~~	16.575~~17.075~~
City of Redwood City	5,333,115	10.930
City of San Bruno	1,583,899	3.246
City of Sunnyvale	6,138,122	12.580
Coastside County Water District	1,061,453	2.175
Estero Municipal Improvement District	2,878,807	5.900
Guadalupe Valley Municipal Improvement District	254,436	0.521
Mid-Peninsula Water District	1,898,707	3.891
North Coast County Water District	1,872,928	3.838
Purissima Hills Water District	792,832	1.625
Skyline County Water District	88,537	0.181
Stanford University	1,479,764	3.033
Town of Hillsborough	1,995,644	4.090
Westborough Water District	644,172	1.320
Total:***[3]	79,004,278	161.913

Footnotes:

1. 100 Cubic feet per year = Million Gallons per Day / 0.00000204946. Figures in column (1) are calculated using unrounded MGD values and are more precise than the figures listed in column (2)
2. Includes quantities from Los Trancos County Water District and Palomar Park Water District.

~~1.~~3. Total does not equal sum of MGD figures due to rounding. Total is not 184 MGD because the table does not include the City of Hayward. Cordilleras Mutual Water Association is not a party to this Agreement, but it has its own Supply assurance of 3,007 hundred cubic feet (CCF).

~~* 100 Cubic feet equals MGD divided by 0.00000204946. Figures in this column are~~

~~calculated using unrounded MGD values and are more precise than the figures listed in column (2).~~

~~** Includes quantities from Los Trancos County Water District and Palomar Park Water District.~~

~~*** Total does not equal sum of MGD figures due to rounding. Total is not 184 MGD because table does not include the City of Hayward.~~

~~**** Cordilleras Mutual Water Association is not a party to this Agreement, but it has its own Supply Assurance of 3,007 hundred cubic feet (CCF).~~

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	Authorize the City Manager to Execute Agreement with Alta Planning and Design for a Trails Master Plan Update and Bikeway and Pedestrian Master Plan Update
Category:	Consent Calendar-Community Development
Meeting Date:	2/19/2019
Staff Contact:	Steve Erickson, 408-586-3301
Recommendation:	Approve a Budget Appropriation of $110,000 from the FY 18/19 Estimated General Fund Surplus to Trails and Bikeway Master Plan Update, Project No. 3448; and Authorize the City Manager to Execute a Consultant Services Agreement with Alta Planning and Design in the amount of $193,183 for Professional Services for the Trails and Bikeway Master Plan Update, Project No. 3448

BACKGROUND:

The Trails and Bikeway Master Plan Update, Project No. 3448, is included in the FY 2018-2023 Capital Improvement Program. This project will provide an update to the City's Trails and Bikeway Master Plan.

The updated master plan will provide recommended improvements for connectivity to local destinations for all users. The plan will identify gaps in the City's regional trail system, develop trail design guidelines to suit ability for all trail users, support economic development, and enhance the quality of life for residents. The updated plan will consider bikeway & pedestrian uses, and would explore enhancement of existing networks and recommend opportunities for improvement and expansion. The update will incorporate the Complete Street Design Best Practices for installation of sidewalks; green bike lanes; buffered/separated bike lanes; bike and pedestrian trail connectivity and opportunities to address the needs for commuter and recreational pedestrians and bicyclists to access transit hubs; work; recreational; and retail destinations.

The plan update scopes of work will involve community outreach and coordination with neighboring jurisdictions such as Valley Transportation Authority (VTA), Santa Clara Valley Water District (SCVWD), City of Fremont, City of San Jose, and County of Santa Clara to provide seamless connection to trail, pedestrian, and bicycle networks within and beyond the city limit.

ANALYSIS:

Staff completed a scope of work for the project and commenced advertisement of a Request for Proposals (RFP) on December 18, 2018. Proposals were due January 7, 2019. Only one proposal was received from Alta Planning + Design on January 7. Staff reviewed the proposal and determined the consultant is well qualified and expressed an understanding of the project tasks. Staff negotiated a total fee of $193,183 for the master plan update which is reasonable for the requested services.

Project 3448 Trails and Bikeway Master Plan Update is included in the current FY 2018-2023 Capital Improvement Program with $100,000 in project funding. A budget appropriation is required to award the consultant services agreement for this project. Staff recommends the approval of a budget appropriation of $110,000 from FY2018-19 Estimated General Fund Surplus into phase 1 of the Trails and Bikeway Master Plan Update, Project No. 3448, for a total project budget of $210,000. It is also recommended City Manager is authorized to execute a consultant services agreement with Alta Planning + Design for the Trails and Bikeway Master Plan Update, Project No. 3448 in the amount of $193,183.

POLICY ALTERNATIVES:
Alternative 1: Not approve the requested budget appropriation and not execute a contract with Alta Planning + Design for the completion of Project No. 3448, Trails and Bikeway Master Plan Update.
Pros: None
Cons: The project to update the Trails and Bikeway Master Plan would be delayed or not completed, which would not allow for improvement of pedestrian connectivity or bicycle safety improvements.
Reason for not recommending: It has been several years since the City had last updated its master plan. The completion of new residential and commercial development and the opening of the new BART station have created a need to revisit the master plan and to determine where connectivity and safety improvements for bicycles and pedestrians can be achieved.

FISCAL IMPACT:
This project has an approved budget of $100,000 funded in FY 2018-19 through General Government CIP Funding. The approval of a budget appropriation of $110,000 from the FY 2018-19 Estimated General Fund Surplus that will go to City Council as part of the Phase Mid-year budget adjustments on February 19, 2019. Project No. 3448 is required to execute the services agreement for this project. A summary of the fiscal impact below:

Description	**FY 18-19 CIP Budget**	**Requested Additional Funding**	**Total Budget**
Design	$90,000	$110,000	$200,000
Administration	$10,000		$10,000
Total	$100,000		**$210,000**

California Environmental Quality Act (CEQA): (if applicable)
Not Applicable

RECOMMENDATIONS:
1. Approve a Budget Appropriation of $110,000 from the FY 18/19 Estimated General Fund Surplus to Trails and Bikeway Master Plan Update, Project No. 3448; and
2. Authorize the City Manager to Execute a Consultant Services Agreement with Alta Planning + Design in the amount of $193,183 for Professional Services for the Trails and Bikeway Master Plan Update, Project No. 3448

Attachments:

Attachment 1 - Professional Services Agreement
Attachment 2 – Budget Appropriation Form

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From		To	
	Account	Amount	Account	Amount
Check one: ☒ Budget Appropriation ☐ Budget Transfer	330-2940 331-951-3448-15-3899	$ 110,000 $110,000	330-3999 331-951-3448-1-4800	$ 110,000 $110,000

Approve a Budget Appropriation of $110,000 from the FY 18/19 Estimated General Fund Surplus to Trails and Bikeway Master Plan Update, Project No. 3448; and Authorize the City Manager to Execute a Consultant Services Agreement with Alta Planning + Design in the amount of $193,183 for Professional Services for the Trails and Bikeway Master Plan Update, Project No. 3448 (Staff Contact: Steve Erickson (408)586-3301)

BACKGROUND:

The Trails and Bikeway Master Plan Update, Project No. 3448, is included in the FY 2018-2023 Capital Improvement Program. This project will provide an update to the City's Trails and Bikeway Master Plan.

The updated master plan will provide recommended improvements for connectivity to local destinations for all users. The plan will identify gaps in the City's regional trail system, develop trail design guidelines to suit ability for all trail users, support economic development, and enhance the quality of life for residents. The updated plan will consider bikeway & pedestrian uses, and would explore enhancement of existing networks and recommend opportunities for improvement and expansion. The update will incorporate the Complete Street Design Best Practices for installation of sidewalks; green bike lanes; buffered/separated bike lanes; bike and pedestrian trail connectivity and opportunities to address the needs for commuter and recreational pedestrians and bicyclists to access transit hubs; work; recreational; and retail destinations.

The plan update scopes of work will involve community outreach and coordination with neighboring jurisdictions such as Valley Transportation Authority (VTA), Santa Clara Valley Water District (SCVWD), City of Fremont, City of San Jose, and County of Santa Clara to provide seamless connection to trail, pedestrian, and bicycle networks within and beyond the city limit.

RECOMMENDATIONS:

1. Approve a Budget Appropriation of $110,000 from the FY 18/19 Estimated General Fund Surplus to Trails and Bikeway Master Plan Update, Project No. 3448; and
2. Authorize the City Manager to Execute a Consultant Services Agreement with Alta Planning + Design in the amount of $193,183 for Professional Services for the Trails and Bikeway Master Plan Update, Project No. 3448

☒ **Check if City Council Approval required.** **Meeting Date**: February 19, 2019

Requested by:	**Steve Erickson, Engineering Director**	**Date:** 02/19/2019
Reviewed by:	**Interim Finance Director: Jane Corpus** Jane Corpus	**Date: 02/19/2019**
Approved by:	**City Manager:**	**Date:**

Date approved by City Council, if required: **Confirmed by:**

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	Waive the Second Reading and Adopt Ordinance No. 120.48 to Amend Section 6, Chapter 1 of Title VIII of the Milpitas Municipal Code Relating to Water and Recycled Water Service Charges
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	2/19/2019
Staff Contact:	Tony Ndah, 408-586-2602
Recommendation:	1. Waive the second reading and adopt Ordinance No. 120.48 to amend Section 6, Chapter 1 of Title VIII of the Milpitas Municipal Code relating to water and recycled water service charges.

Background: Ordinance No. 120.48 was introduced following waiving of the first reading beyond the title at the February 5, 2019 Council meeting. This Ordinance amends Section 6, Chapter 1 of Title VIII of the Milpitas Municipal Code to establish water and recycled water rates for FY2018-19 through FY 2022-23 and in accordance with State regulations and Title 4, Chapter 3, Section 4.00 of the Milpitas Municipal Code, setting rates to ensure sufficient revenues to fully recover the cost to provide water to Milpitas residents and customers. No changes were made to the ordinance introduced on February 5, 2019. The water and recycled water rate ordinance was introduced following Proposition 218 noticing and an extensive community engagement effort.

Fiscal Impact: No fiscal impact as a direct result of this recommendation; however, if Ordinance No. 120.48 is adopted, the new water rate structure would generate enough revenues that would help to ensure the health and safety, as well as the fiscal sustainability of the Water Fund.

California Environmental Quality Act: This action is exempt from CEQA as there will be no physical change to the environment.

Recommendation: Waive the second reading and adopt Ordinance No. 120.48 to amend Section 6, Chapter 1 of Title VIII of the Milpitas Municipal Code relating to water and recycled water service charges.

Attachments: Ordinance No. 120.48

REGULAR

NUMBER: **120.48**

TITLE: **AN ORDINANCE OF THE CITY OF MILPITAS AMENDING SECTION 6 OF CHAPTER 1, TITLE VIII OF THE MILPITAS MUNICIPAL CODE RELATING TO WATER SERVICE CHARGES**

HISTORY: This Ordinance was introduced (first reading) by the City Council at its meeting of February 5, 2019, upon motion by Councilmember Phan and was adopted (second reading) by the City Council at its meeting of_____, upon motion by _____. Said Ordinance was duly passed and ordered published in accordance with law by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Mary Lavelle, City Clerk

APPROVED:

_____
Rich Tran, Mayor

APPROVED AS TO FORM:

_____
Christopher J. Diaz, City Attorney

RECITALS AND FINDINGS:

WHEREAS, the provision of potable and recycled water services by the City of Milpitas ("City") require the City to incur capital, operating, maintenance, replacement, and other costs related to the provision of such services; and

WHEREAS, the City engaged Bartle Wells Associates to prepare a cost of service analysis and water rate study (the "Rate Study"); and

WHEREAS, as a result of the Rate Study, the City Council has determined that increases in the rates for its water service charges are in the best interests of the City and in keeping with sound business and financial management of the water enterprises; and

WHEREAS, the City Council hereby finds and determines the following with regard to the proposed rate increases to the water service charges:

1. The rate structure for the water service charges has three components: (a) a Water Meter Charge, which is a fixed bimonthly charge determined on the basis of the size of the water meter (in inches) serving a customer's property and calculated to recover a portion of the City's fixed costs in providing water service; (b) a Volumetric Charge, which is a uniform rate determined based on customer class, imposed on the basis of the amount of water delivered to a customer in hundreds of cubic feet ("HCF") and calculated to recover a portion of the City's fixed and variable costs of providing water service; and (c) a Capital Surcharge imposed on the basis of the amount of water delivered to a customer in HCF and calculated to recover capital costs of the water system; and

2. The rate structure also has a Fire Meter Charge which is: (a) imposed on certain properties requiring a large private fire suppression system, and upon the request of the customer or property owner for the delivery of water to the property for the purpose of fire service protection; and (b) established on the basis of the size of the fire service line (in inches) and calculated to recover the cost of providing water to such properties for private fire service protection; and

WHEREAS, the City hereby finds and determines that in accordance with the provisions of California Constitution Article XIII D, Section 6 ("Article XIII D"):

1. The City identified the parcels upon which the water service charges are proposed to be imposed, and calculated the amount of the water service charges proposed to be imposed on each parcel; and

2. The City caused a written notice to be mailed to the record owners of property upon which the proposed water service charges will be imposed and the customers of each parcel upon which the proposed increases to the water service charges are proposed for imposition, which explained: (a) the amount of the water service charges; (b) the basis on which they were calculated; (c) the reason for the increases; and (d) the date, time, and location of the public hearing on the proposed increases; and

3. On February 5, 2019 (more than 45 days after mailing the notice), the City conducted a public hearing and considered all written protests against the proposed increases to the rates for the water service charges; and

4. At the conclusion of the public hearing, written protests against the proposed increases to the rates for the water service charges were not presented by a majority of property owners of record and customers subject to the proposed water service charges; and

WHEREAS, the adoption of the proposed increases to water service charges are statutorily exempt from the requirements of the California Environmental Quality Act under California Resources Code Section 21080(b)(8).

NOW THEREFORE, the City Council of the City of Milpitas does ordain as follows:

SECTION 1. RECORD AND BASIS FOR ACTION

The City Council has duly considered the full record before it, which may include but is not limited to such things as the Rate Study, City staff report, testimony by staff and the public, and other materials and evidence submitted or provided to the City Council. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

SECTION 2. AMENDMENT OF MILPITAS MUNICIPAL CODE VIII-1-6.13 THROUGH VIII-1-6.16

Sections VIII-1-6.13, VIII-1-6.14, VIII-1-6.15 and VIII-6.16 of the Milpitas Municipal Code are hereby amended to read as follows:

VIII-1-6.13 - Quantity Charges

The quantity charges include a volumetric charge and a capital surcharge. The uniform rates for the quantity charges are billed bimonthly and imposed per hundred cubic feet ("HCF") for metered water service. The rates and effective dates for the quantity charges shall be those set forth below.

RATES AND EFFECTIVE DATES FOR QUANTITY CHARGES ($/HCF)						
Customer Class	Volumetric Charge 4/1/2019	Volumetric Charge 7/1/2019	Volumetric Charge 7/1/2020	Volumetric Charge 7/1/2021	Volumetric Charge 7/1/2022	Capital Surcharge 4/1/2019
Residential:	$5.31	$5.63	$5.97	$6.32	$6.70	$1.08
Commercial/ Industrial/ Institutional/ Construction Meter	$5.31	$5.63	$5.97	$6.32	$6.70	$1.08
Irrigation (potable)	$5.31	$5.63	$5.97	$6.32	$6.70	$1.08
City Accounts (potable)	$5.31	$5.63	$5.97	$6.32	$6.70	$1.08
Santa Clara County (Ed Levin Park)*	$4.10	$4.10	$4.10	$4.10	$4.47	NA
Recycled - Irrigation	$3.57	$3.79	$4.01	$4.25	$4.51	NA
Recycled - Industrial/ Dual Plumbed/ Construction Water	$3.57	$3.79	$4.01	$4.25	$4.51	NA
City Accounts (recycled)	$3.57	$3.79	$4.01	$4.25	$4.51	NA

The Santa Clara County (Ed Levin Park) rate is established by contract to be equivalent to the San Francisco Public Utilities Commission ("SFPUC") wholesale rate. The FY 2018-19 SFPUC rate is $4.10/HCF and staff will revise to actual rate each fiscal year once SFPUC adopts their wholesale rate.

FY = Fiscal Year

1 HCF = One Hundred Cubic Feet = 748 Gallons

VIII-1-6.14 - Bimonthly Water Meter Charges

(a) Water Meter Charges: The rates and the effective dates for the bimonthly water meter charges, determined on the basis of the size of the water meter, shall be as follows:

RATES AND EFFECTIVE DATES FOR WATER METER CHARGES ($/METER SIZE)					
Water Meter Size	Charge 4/1/2019	Charge 7/1/2019	Charge 7/1/2020	Charge 7/1/2021	Charge 7/1/2022
5/8"	$27.01	$28.63	$30.34	$32.17	$34.10
3/4"	$40.51	$42.94	$45.52	$48.25	$51.14
1"	$67.52	$71.57	$75.86	$80.41	$85.24
1½"	$135.03	$143.13	$151.72	$160.83	$170.48
2"	$216.05	$229.02	$242.76	$257.32	$272.76
3"	$405.10	$429.40	$455.17	$482.48	$511.43
4"	$675.16	$715.67	$758.61	$804.13	$852.38
6" and above	$1,350.33	$1,431.35	$1,517.23	$1,608.26	$1,704.76

(b) For Temporary Construction Meter Customers, the bimonthly water meter charges shall be equal to the bimonthly water meter charges for three-inch water meters set forth in Section 6.14(a).

No adjustments shall be granted to any water account holder due to variation in the days of service for any bimonthly billing period. Acceptable days of service range from 50 to 69 days per bimonthly billing period.

VIII-1-6.15 - Fire Service Charges

The rates and effective dates for the bimonthly fire service charges, determined on the basis of the size of the fire service, shall be as follows:

RATES AND EFFECTIVE DATES FOR FIRE SERVICE CHARGE ($/SIZE OF FIRE SERVICE LINE)					
Fire Service Line Size	Charge 4/1/2019	Charge 7/1/2019	Charge 7/1/2020	Charge 7/1/2021	Charge 7/1/2022
2"	$43.21	$45.80	$48.55	$51.46	$54.55
3"	$81.02	$85.88	$91.03	$96.50	$102.29
4"	$135.03	$143.13	$151.72	$160.83	$170.48
6" and above	$270.07	$286.27	$303.45	$321.65	$340.95

Water flowing through fire suppression systems shall be used solely for the purpose of fire protection and testing of such fire protection systems. In the event that water service provided through fire suppression systems is used for purposes other than for fire protection or the testing of such fire protection systems, the quantity charges equal to the quantity charge rates (per HCF) for Commercial/Industrial/Institutional customers shall be imposed.

VIII-1-6.16 - Billing and Effective Dates of Water Rates and Charges

Billing. After the Ordinance adopting the charges set forth in this Section goes into effect, customers shall be subject to the water service charges at the rates and on the effective dates set forth in 6.13 (Quantity Charges), 6.14 (Bimonthly Water Meter Charges), and 6.15 (Fire Service Charges), for services provided on or after April 1,

2019, July 1, 2019, July 1, 2020, July 1, 2021, and July 1, 2022 respectively. In the absence of amendment of the rates set forth herein or adoption of a new rate ordinance, the rates in effect on July 1, 2022, and set forth herein shall remain in effect until amended or repealed.

SECTION 3. SEVERABILITY

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional, provided, however, that if any decision of a court of competent jurisdiction invalidates the increase of the water service charges set forth in this Ordinance, then the water service charges in effect on the date of adoption shall continue in existence.

SECTION 4. ORDINANCE PREVAILS

To the extent that any other provision of local law relating to the establishment of water charges is inconsistent with this Ordinance, the provisions of this Ordinance shall prevail. This Ordinance shall supersede all other previous City Council resolutions and ordinances that may conflict with, or be contrary to, this Ordinance.

SECTION 5. EFFECTIVE DATE AND POSTING

This Ordinance shall take effect thirty (30) days from and after the date of its passage. The City Clerk of the City of Milpitas shall cause this Ordinance or a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	Waive the Second Reading and Adopt Ordinance No. 208.53 to Amend Section 6, Chapter 2 of Title VIII of the Milpitas Municipal Code Relating to Sewer Service Charges
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	2/19/2019
Staff Contact:	Tony Ndah, 408-586-2602
Recommendation:	1. Waive the second reading and adopt Ordinance No. 208.53 to amend Section 6, Chapter 2 of Title VIII of the Milpitas Municipal Code relating to sewer service charges.

Background: Ordinance No. 208.53 was introduced following waiving of the first reading beyond the title at the February 5, 2019 Council meeting. This Ordinance amends Section 6, Chapter 2 of Title VIII of the Milpitas Municipal Code to establish sewer service rates. This ordinance would establish sewer rates for FY2018-19 through FY 2022-23 and in accordance with Title 4, Chapter 3, Section 4.00 of the Milpitas Municipal Code, setting rates to ensure sufficient revenues to fully recover the cost to collect and convey all wastewater and to have it treated at the San Jose/Santa Clara Water Pollution Control Plant (WPCP). No changes were made to the ordinance introduced on February 5, 2019. The sewer rate ordinance was introduced following Proposition 218 noticing and an extensive community engagement effort.

Analysis: The City's sewer system is operated as a self-supporting utility enterprise and the City must charge customers at a rate that covers the City's cost, charging ratepayers fairly for the actual services they receive. Ordinance No. 208.52 would allow the City to establish sewer rates necessary to recover current and projected costs for operation and maintenance and the City's share of the WPCP's operation and maintenance expenses and in accordance to Milpitas Municipal Code.

Fiscal Impact: No fiscal impact as a direct result of this recommendation; however, if Ordinance No. 208.53 is adopted, the new sewer rate structure would generate adequate revenues, along with external financing, to ensure the fiscal sustainability of the Sewer Fund, including its legally required commitments to pay for its fair share of the WPCP costs on behalf of all Milpitas sewer users.
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California Environmental Quality Act: This action is exempt from CEQA as there will be no physical change to the environment.

Recommendation: Waive the second reading and adopt Ordinance No. 208.53 to amend Section 6, Chapter 2 of Title VIII of the Milpitas Municipal Code relating to sewer service charges.

Attachments: Ordinance No. 208.53

REGULAR

NUMBER: **208.53**

TITLE: **AN ORDINANCE OF THE CITY OF MILPITAS AMENDING SECTION 6 OF CHAPTER 2, TITLE VIII OF THE MILPITAS MUNICIPAL CODE RELATING TO SEWER SERVICE CHARGES**

HISTORY: This Ordinance was introduced (first reading) by the City Council at its meeting of February 5, 2019, upon motion by Councilmember Nuñez and was adopted (second reading) by the City Council at its meeting of _____, upon motion by _____. Said Ordinance was duly passed and ordered published in accordance with law by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Mary Lavelle, City Clerk

APPROVED:

_____
Rich Tran, Mayor

APPROVED AS TO FORM:

_____
Christopher J. Diaz, City Attorney

RECITALS AND FINDINGS:

WHEREAS, the sewage collection and treatment services of the City of Milpitas ("City") require the City to incur capital, operating, maintenance, replacement, treatment, and other costs related to providing such services; and

WHEREAS, the City engaged Municipal Financial Services Group to prepare a cost of service analysis and sewer rate study (the "Rate Study"); and

WHEREAS, as a result of the Rate Study, the City Council has determined that increases in the rates for its sewer service charges are in the best interests of the City and in keeping with sound business and financial management of the sewer enterprises do not exceed the cost of providing such services; and

WHEREAS, the proposed rates are determined based on customer class, including residential, commercial, monitored sites, non-monitored sites, and institutional customers, which classes are determined based on common sewage characteristics, including flow and strength of sewage and patterns and levels of demands placed on the sewer system, and

WHEREAS, the proposed rates for residential customers include a flat rate, determined based on the number of dwelling units, and the proposed rates for non-residential customers include both a uniform fixed flat fee, and a variable charge measured by hundred cubic feet (HCF) of metered water consumption, which varies based on the particular property type; and

WHEREAS, as a result of the Rate Study, the City Council has determined that a subsidy of the sewer service charge is necessary for Mobile home parks, in order to offset some of the sewer service charge resulting from realigning the flow for the mobile home parks with the flow values recommended in San Jose's 2015 Residential Flow Study, and such subsidy shall be paid by the City's general fund from legal available funds; and

WHEREAS, the City hereby finds and determines that in accordance with the provisions of California Constitution article XIII D, section 6 ("Article XIII D"):

1. The City identified the parcels upon which the sewer service charges are proposed to be imposed, and calculated the amount of the sewer service charges proposed to be imposed on each parcel; and

2. The City caused a written notice to be mailed to the record owners of property upon which the proposed sewer service charges will be imposed and the customers of each parcel upon which the proposed increases to the sewer service charges are proposed for imposition, which explained: (a) the amount of the sewer service charges; (b) the basis on which they were calculated; (c) the reason for the increases; and (d) the date, time, and location of the public hearing on the proposed increases; and

3. On February 5, 2019 (more than 45 days after mailing the notice), the City conducted a public hearing and considered all written protests against the proposed increases to the rates for the sewer service charges; and

4. At the conclusion of the public hearing, written protests against the proposed increases to the rates for the sewer service charges were not presented by a majority of property owners of record and customers subject to the proposed water service charges; and

WHEREAS, the adoption of the proposed increases to sewer service charges is statutorily exempt from the requirements of the California Environmental Quality Act under California Resources Code Section 21080 (b)(8).

NOW THEREFORE, the City Council of the City of Milpitas does ordain as follows:

SECTION 1. RECORD AND BASIS FOR ACTION

The City Council has duly considered the full record before it, which may include but is not limited to such things as the City staff report, testimony by staff and the public, and other materials and evidence submitted or provided to the City Council. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

SECTION 2. AMENDMENT OF MILPITAS MUNICIPAL CODE VIII-2-6.01

Section VIII-2-6.01 of the Milpitas Municipal Code is hereby amended to read as follows:

VIII-2-6.01 - Sewer Service Charges

The charges for sewer service shall be as set forth below and are limited to the actual cost of providing sewer service. The rates and effective dates for the sewer charges shall be those set forth below.

The following amounts shall be assessed upon each premise maintaining a sewer connection with the City's sewage system.

(a) Residential - Bimonthly for Each Dwelling Unit.

Category	Sewer Charge 4/1/2019	Sewer Charge 7/1/2019	Sewer Charge 7/1/2020	Sewer Charge 7/1/2021	Sewer Charge 7/1/2022
Single-family	$97.60	$102.52	$111.07	$118.34	$124.14
Multi-family	$74.96	$78.73	$85.30	$90.88	$95.34
Mobile home parks	$61.61	$64.70	$70.08	$74.66	$78.28

(b) Commercial, Industrial and Miscellaneous Premises.

(1) Flat Rate: For non-residential accounts, there shall be a flat rate assessed every billing cycle during which normal billing takes place, regardless of the amount of sewage discharged. The Flat Rates and effective dates for the sewer charges shall be those set forth below to defray billing and sewer system administration costs.

	4/1/2019	7/1/2019	7/1/2020	7/1/2021	7/1/2022
Flat Rate	$24.30	$25.03	$25.78	$26.55	$27.35

(2) Quantity and Strength Charges: For each commercial, industrial, or miscellaneous premises, a charge for each 100 cubic feet of water used per billing cycle shall be charged as follows:

Category	4/1/2019 Rate	7/1/2019 Rate	7/1/2020 Rate	7/1/2021 Rate	7/1/2022 Rate
Motels, hotels & senior citizen housing developments	$4.36	$4.58	$4.97	$5.37	$5.75
General offices, banks, government offices, general merchandise, retail, and shopping centers; building, hardware, and gardening	$4.67	$5.44	$5.67	$6.14	$6.84

material facilities; amusement centers, and theaters					
City of Milpitas	$4.18	$4.61	$4.91	$5.31	$5.80
Service stations, repair shops, and car washes	$4.34	$4.54	$4.93	$5.32	$5.70
Eating and drinking establishments	$7.49	$7.49	$8.11	$8.73	$9.06
Convalescent hospitals, day care centers and health service facilities	$4.23	$4.46	$4.84	$5.23	$5.60
Personal services - laundry, barber/beauty shops, cleaners	$3.95	$4.23	$4.56	$4.92	$5.31
Electrical and electronics design, fabrication, assembly and storage facilities	$4.59	$5.35	$5.58	$6.04	$6.72
Metal fabrication, machinery, and tool fabrication facilities	$6.08	$6.70	$7.12	$7.70	$8.43
RockTenn (Jefferson Smurfit Corporation*)	$8.35	$8.35	$9.39	$10.11	$10.46
T. Marzetti Co.*	$9.16	$9.63	$10.65	$11.48	$12.09
Prudential Overall Supply	$6.70	$6.70	$7.08	$7.66	$8.42
Siemens Water (previously US Filter)	$4.91	$5.61	$5.87	$6.36	$7.06
Elmwood Rehabilitation center	$5.49	$5.49	$5.89	$6.35	$6.69
Linear Technology Corporation	$4.59	$5.47	$5.71	$6.18	$6.88
DS Water	$4.59	$4.80	$4.92	$5.34	$6.04
Headway Technology Corporation	$4.62	$5.82	$6.07	$6.57	$7.32
Lucky Pure Water*	$3.94	$4.21	$4.54	$4.91	$5.29
Milpitas Materials*	$3.94	$4.21	$4.54	$4.91	$5.29
Union Pacific Railroad	$5.11	$5.84	$6.12	$6.63	$7.35
Cisco*	$4.59	$5.35	$5.58	$6.04	$6.72
Lifescan	$4.59	$5.35	$5.58	$6.04	$6.72
Schools, colleges and churches	$6.31	$7.94	$8.05	$8.73	$9.99

*These industrial customers are subject to sewer charge adjustments based on their sewer volumes, as indicated in their sewer flow adjustment agreements.

(3) City of San Jose for properties known as North McCarthy Properties: $555.00 bimonthly for any discharge up to 75,000 gallons per day (maximum flow). Excess flow charge of $100.00 for each 1,000 gallons per day in excess of the maximum flow or part thereof.

(c) Purpose of Charge. The purpose of the sewer service charges stated herein is to defray the City's cost for operation and maintenance of the City's facilities, capital improvement costs, the City's proportionate share of costs at the San Jose-Santa Clara Water Pollution Control Plant and the debt service related thereto, and other costs related to the provision of sewage collection and treatment.

(d) Billing. After the ordinance adopting the charges set forth herein goes into effect, customers shall be subject to the sewer service charges set forth in 6.01, for services provided on or after April 1, 2019, July 1,

2019, July 1, 2020, July 1, 2021, and July 1, 2022 respectively. In the absence of amendment of the rates set forth herein or adoption of a new rate ordinance, the rates in effect on July 1, 2022, and set forth herein shall remain in effect until amended or repealed.

SECTION 3. SEVERABILITY

The provisions of this Ordinance are separable, and the invalidity of any phrase, clause, provision or part shall not affect the validity of the remainder.

SECTION 4. ORDINANCE PREVAILS

To the extent that any other provision of local law relating to the establishment of sewer service charges is inconsistent with this Ordinance, the provisions of this Ordinance shall prevail. This Ordinance shall supersede all other previous City Council resolutions and ordinances that may conflict with, or be contrary to, this Ordinance.

SECTION 5. EFFECTIVE DATE AND POSTING

This Ordinance shall take effect thirty (30) days from and after the date of its passage. The City Clerk of the City of Milpitas shall cause this Ordinance or a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	Approve Out of State Travel for Staff from the Police Department, Information Services and Fire Department to attend a conference and perform an ambulance inspection
Category:	Consent Calendar-Public Safety
Meeting Date:	2/19/2019
Staff Contact:	City Manager Julie Edmonds-Mares, 408-586-3050
Recommendation:	Approve Out of State Travel for Staff from the Police Department and Information Services to Attend CentralSquare 2019 in San Antonio, Texas on March 17-20, 2019 and the Fire Department to conduct a final inspection on the new ambulance in Winter Park, FL during March 2019.

Background:

1. CentralSquare Technologies, formally TriTech Software Systems, is the current vendor for the police department's Computer Aided Dispatching (CAD) software and the new Records Management System (RMS) software (CIP No. 3423). The company hosts an annual conference to provide on-going training to maximize the use of each software by highlighting new features and current best practices. There are user-led presentations that enable attendees to benefit from other customers who showcase actual solutions to real-life situations in a formal learning environment. Expert-led presentations provide insight into emerging industry trends and remedies. This year's annual training conference, CentralSquare 2019, will be hosted in San Antonio, Texas on March 17-20, 2019.

2. As part of the Milpitas Fire Department apparatus replacement plan, the City Council approved the purchase of a new ambulance in 2017. The construction of the apparatus has been ongoing at the Road Rescue facility for the past three months. As part of the due diligence in the Fire Department, Milpitas representatives are tasked with conducting site visits at the facility in Winter Park, FL to ensure that the vehicle meets the build requirements as outlined in the purchase agreement. Two of the most common controls for quality construction include the pre-construction meeting and final inspection at the manufacturer's facility. This will be the only inspection of the apparatus prior to delivery and acceptance of the vehicle.

Analysis:

The City of Milpitas Travel and Expense Policy requires out of state travel by employees to be approved by the City Council.

1. The approval of this out of state training conference will enable four (4) members of the police department and one (1) member of Information Services to make the best use of the existing CAD software and to ensure a successful implementation of the new RMS software by staying informed of the latest technologies and by making industry and peer connections to access new solutions, ideas, and experience. It will also enable attendees to engage with CentralSquare developers and experts to directly ask comprehensive technical questions and outline specific needs.

2. The approval of this travel request will ensure that Fire Department personnel validate the successful completion of the purchase order and support deployment of the new apparatus.

Policy Alternatives:

Alternative 1: Do not approve the out of state travel.

1. Pros: Staff members will resume their normal duties and related potential expenses will be conserved.
   Cons: Staff members will not be privy to the latest features of the existing CAD software and will have limited opportunity to provide input for the new RMS software.
   Reason not recommended: This formal training opportunity occurs only once a year and is a rare occasion for users to collectively share experiences and problem-solving techniques for each software.

2. Pros: Staff members will resume their normal duties and related potential expenses will be conserved.
   Cons: Staff members will not be able to conduct the final inspection of the ambulance. This would prevent staff from ensuring that the construction, operation, and appearance of the ambulance meets our design requirements.
   Reason not recommended: This inspection is a critical element in ensuring that the ambulance is built and operates in a manner that meets design and operational requirements.

Fiscal Impact:

1. The costs for the training conference include registration, transportation, accommodations, and per diem expenses totaling approximately $12,387.00, which can be funded by existing operational budgets from each respective department.

2. The fiscal impact of approving out of state travel to the Road Rescue facility was previously addressed in the initial approval of the apparatus purchase at the City Council on January 16, 2018. The funding identified in the initial purchase authorization outlined a budget of $3,480.00 for a factory inspection after vehicle construction. This travel request will be the final inspection prior to anticipated vehicle delivery in April, 2019. As noted in the January 16, 2018 Council Report, approving the purchase of one Road Rescue Ambulance for a total of $541,797.65 The $3,400 for the factory inspection was included as part of the total purchase price. Funding is available in CIP No. 3439 - Fire Apparatus Replacement Plan.

California Environmental Quality Act: (Not applicable)

Recommendation: Approve Out of State Travel for Staff from the Police Department and Information Services to Attend CentralSquare 2019 in San Antonio, Texas on March 17-20, 2019 and the Fire Department to conduct a final inspection on the new ambulance in Winter Park, FL during March 2019.

Attachment: None

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Authorize Acceptance of Metropolitan Transportation Commission Pavement Management Technical Assistance Program (P-TAP 20) Grant Funding of $38,500 and Authorize Payment of $7,700 for Local Match**
Category:	Consent Calendar-Community Development
Meeting Date:	2/19/2019
Staff Contact:	Steve Erickson, 408-586-3301
Recommendation:	Authorize Acceptance of Metropolitan Transportation Commission (MTC) Pavement Management Technical Assistance Program (P-TAP 20) Grant Funding of $38,500 and Authorize Payment of $7,700 to MTC for P-TAP 20 Local Match.

BACKGROUND:

The Metropolitan Transportation Commission (MTC) Pavement Management Technical Assistance Program (P-TAP) provides Bay Area Cities and Counties with expertise in maintaining their pavement management condition programs. The MTC has programmed approximately $20 million in regional Surface Transportation Program (STP) grant funding over a number of years. In total, MTC has funded approximately 791 projects, and assisted Bay Area jurisdictions with their pavement management needs.

Approximately $1.5 million in federal funding is anticipated to be available for grant programming this next year. The minimum grant funding available for award is $15,000, and the maximum cap in funding is $100,000. The amount funding awarded to a jurisdiction is dependent on the number of street centerline miles. Grant funding amounts awarded will include both the MTC's STP contribution as well as a local match contribution of 20%, which is the funding responsibility of participating agencies.

Milpitas Staff applied for MTC's P-TAP 20 grant funding on November 19, 2018. P-TAP funding will be used for the completion of a Pavement Management System (PMS) project to survey city street pavement conditions and update pavement management and repair strategies based on the survey results.

ANALYSIS:

On January 28, 2019, Milpitas was notified that it had been authorized to receive $38,500 in P-TAP Round 20 grant funding. The City will be required to provide a local match contribution of $7,700, which will be funded from Project No. 4284, Street Resurfacing Project 2017.

The $38,500 grant funding and the City's $7,700 local match will be used to provide pavement condition surveys and update the City's pavement management program. The City last surveyed its roadway pavement conditions in 2017, and it is recommended that pavement surveys occur frequently to provide an accurate assessment of the city's pavement assets. MTC requires participating agencies frequently survey their pavements and to update their pavement management programs to be eligible to receive regional grant funding. This project will be administered by the MTC with city's grant funding and local match.

POLICY ALTERNATIVES:

Alternative 1: Deny acceptance of grant funding.
Pros: None
Cons: The cost to maintain the City's pavement network are high, and the use of grant funding to offset City expenditures is recommended to maintain the network to the highest level possible.

Reason not Recommended: The participation and acceptance of grant funding opportunities is recommended as a fiscally responsible opportunity as a means of repairing and maintaining the City's pavement infrastructure.

FISCAL IMPACT:
The payment of the $7,700 local match to MTC is required to receive the $38,500 in P-TAP grant funds, and the funding will be used to provide needed pavement condition surveys and update the City's pavement management program. The $7,700 in local match will be funded from Project No. 4284, Street Resurfacing Project 2017. Sufficient fund is available in this project. MTC will administer a project for the city with the grant fund. The city would not directly receive the grant funding but will receive the benefit from the project.

California Environmental Quality Act:
Not applicable.

Recommendations:
1. Authorize acceptance of Metropolitan Transportation Commission (MTC) Pavement Management Technical Assistance Program (P-TAP 20) fund of $38,500.
2. Authorize payment of $7,700 to MTC for P-TAP 20 local match.

Attachment: Award Letter

METROPOLITAN
TRANSPORTATION
COMMISSION

Bay Area Metro Center
375 Beale Street, Suite 800
San Francisco, CA 94105
415.778.6700
www.mtc.ca.gov

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Andrew B. Fremier
Deputy Executive Director, Operations

Brad Paul
Deputy Executive Director, Local Government Services

January 25, 2019

Mr. Steve Chan
City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA 95035

RE: Pavement Management Technical Assistance Program (P-TAP) Round 20

Dear Mr. Chan:

We are pleased to inform you that your project has been selected for P-TAP Round 20 assistance.

Project Type:	PMS
Consultant Assigned:	QES
Total project cost:	$38,500
Local Contribution to be sent to MTC (20%):	$7,700

MTC will enter into a contract directly with a consultant for the total project cost. We expect the contract to be ready in April, at which time your project will officially begin. As soon as the contracts are finalized, the selected consultant will be contacting you to work out a detailed Work Scope, Schedule, and Budget (WSB). WSBs will be expected to clearly describe the scope of work, define the specific tasks required, time for completion, and budget.

MTC also requires payment for the local contribution amount shown above by **Thursday, February 28, 2019**. Failure to submit the local contribution funds in a timely manner will disqualify your project and P-TAP funds for your project may be rescinded. Please make checks payable to MTC, include "P-TAP 20" in the comments line, and send a copy of the attached invoice with payment to:

Metropolitan Transportation Commission
Attn: Accounts Receivable
P.O. Box 45788
San Francisco, CA 94145-0788

Once the WSB and local funds are received by MTC, a "notice to proceed" will be issued to the consultant and work can commence. MTC will pay the consultant directly after receiving project deliverables and upon your approval of those deliverables. Please note that additional costs above and beyond P-TAP funds may be added to the MTC contract with the condition that the difference is sent to MTC along with the local contribution. Also, please refer to MTC Resolution No. 4078, Revised for P-TAP Guidelines that include program goals, eligibility and project selection criteria. The resolution can be found at the following link:

https://mtc.legistar.com/LegislationDetail.aspx?ID=3304329&GUID=4A7DC5F2-EAC6-4D95-810A-99580A95D28F&Options=&Search=

This project must be completed by Friday, April 30, 2020. It is important that you review the consultant's final report promptly so that the project can be closed out and invoiced by that date.

As part of PTAP Round 20, you will receive two years of subscription to the online version of StreetSaver®. Upon receipt of the local contribution, we will send you an acknowledgement of the subscription.

If you have any questions, please contact Christina Hohorst at 415-778-5269 or chohorst@bayareametro.org.

Sincerely,

Theresa Romell

Theresa Romell, Programming and Allocations

TR: CH
C:\Users\mlespi\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\43LQF2YJ\Award Letters PTAP 19.docx
Attachment

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	Approve Creation of a new FY 2018-19 Capital Improvement Program Project No. 4292 for the McCarthy Blvd./Sandisk Dr. Traffic Signal
Category:	Consent Calendar-Community Development
Meeting Date:	2/19/2019
Staff Contact:	Steve Erickson, 408-586-3301
Recommendation:	Approve creation of new FY 2018-19 Capital Improvement Project, Project No. 4292, Approve Project Plans and Specifications, Authorize Advertisement for Bid Proposals for McCarthy Boulevard/SanDisk Drive Traffic Signal, and Approve a budget appropriation of $750,000 from the McCarthy Business Park Traffic Impact Fee fund to new project McCarthy Blvd./Sandisk Dr. Traffic Signal, Project No. 4292

BACKGROUND:

Traffic signals control vehicle and pedestrian traffic by assigning priorities to various traffic movements to influence traffic flow. Properly designed, located and maintained traffic signals have several advantages:

- Provide for orderly movement of traffic;
- Increase traffic-handling capacity of an intersection;
- Reduce frequency and severity of certain types of crashes, especially right-angle collisions;
- Provide for continuous movement of traffic at a definite speed along a given route;
- Interrupt heavy traffic at intervals to permit other vehicles or pedestrians to cross

Staff assessed and determined that a new traffic signal is warranted at the McCarthy Boulevard and SanDisk Drive intersection to facilitate the safe and orderly movement of traffic, and to address increased pedestrian crossing activities at this intersection.

ANALYSIS:

The intersection at McCarthy Boulevard and Sandisk Drive is a two-way stop controlled intersection with stop control along Sandisk Drive only. A close-by ACE shuttle stop provides transit services to surrounding employment centers along McCarthy Boulevard which generates pedestrian activities at the intersection. Pedestrians crossing McCarthy Boulevard currently need to wait for gaps between traffic to cross McCarthy Boulevard. Due to the high volume of vehicular traffic on McCarthy Boulevard, pedestrians experience excessive delay in crossing.

The proposed traffic signal was to be constructed as part of the 2019 Street Resurfacing Project, Project No. 4291, and staff completed the traffic signal plans and specifications under Project No. 4291. However, due to the long lead time required to procure traffic signal poles and related equipment, the construction of the traffic signal is being advanced as a separate project ahead of this summer's street resurfacing program.

Staff is requesting the creation and funding of a new Capital Improvement Project (CIP), McCarthy Blvd./Sandisk Dr. Traffic Signal, Project No. 4292 to fund the construction for the signal improvements. The work includes the installation of traffic signal poles, conduits, boxes, cabinets, intersection safety lighting, communication equipment, signage, detection equipment, and related traffic signal auxiliary equipment.

The Engineer's Estimate for this project is $450,000, and staff recommends the City Council approve the project plans and specifications and authorize staff to advertise the project for construction bid proposals. A

copy of the project plans is included in the Council's agenda packet and the complete set of plans and specifications are available for review in the office of the City Engineer.

Staff also recommends the creation and funding of a new FY 2018-19 Capital Improvement Project, Project No. 4292 to fund construction of the traffic signal improvements at the McCarthy Boulevard and Sandisk Drive intersection. $750,000 in funding is requested for this new CIP project, and funding would be from the McCarthy Business District Traffic Development Mitigation Fee.

POLICY ALTERNATIVES:

Alternative 1: Deny approval of the creation of a new Capital Improvement Project for the construction of traffic signal improvements, and/or denying approval of the project plans and specifications for advertisement.
Pros: None.
Cons: Not approving the project would delay the installation of the needed traffic signal improvements at this intersection that are designed to improve intersection safety.

FISCAL IMPACT:

As part of McCarthy Business Park Development Agreements, new developments within the Business Park are required to pay its "fair share" of necessary traffic improvements as traffic impact fee. The current McCarthy Business Park Traffic Impact Fee fund balance is $750,000. Staff is requesting the creation and funding of a new Capital Improvement Project (CIP), Project No. 4292 in the amount of $750,000 split between the project phases as shown on the attached CIP sheet. Project funding would be from the McCarthy Business Park Traffic Impact Fee. An budget amendment of $750,000 will be needed to transfer the funding from the McCarthy Business Park Traffic Impact Fee fund to new project McCarthy Blvd./Sandisk Dr. Traffic Signal (CIP 4292).

California Environmental Quality Act (CEQA): (if applicable)

The project is exempt under Section 15301 (Existing Facilities) of the CEQA guidelines.

RECOMMENDATIONS:

1. Approve creation and funding of new FY 2018-19 McCarthy Boulevard and SanDisk Drive Traffic Signal, Project No. 4292,
2. Approve project plans and specifications and authorize advertisement for bid proposals for McCarthy Boulevard and SanDisk Drive Traffic Signal, Project No. 4292
3. Approve a budget appropriation of $750,000 from the McCarthy Business Park Traffic Impact Fee fund to new project McCarthy Blvd./Sandisk Dr. Traffic Signal, Project No. 4292

Attachments:

Attachment 1 – CIP Page for CIP 4292
Attachment 2 – CIP 4292 Project Plan
Attachment 3 – Budget Appropriation Form

City of Milpitas
2018-23 CAPITAL IMPROVEMENT PROGRAM

Category	Project		Estimate Level
Street Improvement	**New**	**McCarthy Blvd./Sandisk Dr. Traffic Signal**	1

CONTACT: Steve Chan [3324]

PRIORITY: Transportation and Transit

DESCRIPTION

This project provides for the installation of a new traffic signal at McCarthy Blvd/Sandisk Drive to facilitate safe and orderly movement of traffic to address increased vehicular and pedestrian crossing activities at the intersection. The scope includes installation of poles, conduits, boxes, cabinets, intersection safety lighting, communication equipment, signage, detection equipment, and related traffic signal equipment.

NOTES:

Design for the traffic signal has been completed. This project provides for the construction.

Uncommitted Balance as of 5/31/2018: $0

ESTIMATED COST	Prior Year	2018-19	2019-20	2020-21	2021-22	2022-23	Total
Administration	0	75,000	0	0	0	0	75,000
Inspection	0	75,000	0	0	0	0	75,000
Improvements	0	600,000	0	0	0	0	600,000
Totals	0	750,000	0	0	0	0	750,000

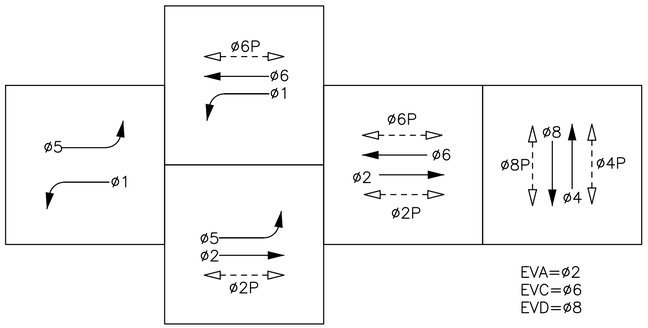
FINANCING	Prior Year	2018-19	2019-20	2020-21	2021-22	2022-23	Total
Grants/Reimb./Developer Fees	0	750,000	0	0	0	0	750,000
Totals	0	750,000	0	0	0	0	750,000

FINANCE NOTES

Funding comes from McCarthy Business District Traffic Development Mitigation Fee - $750,000.

LEGEND (FROM CSP-1A)

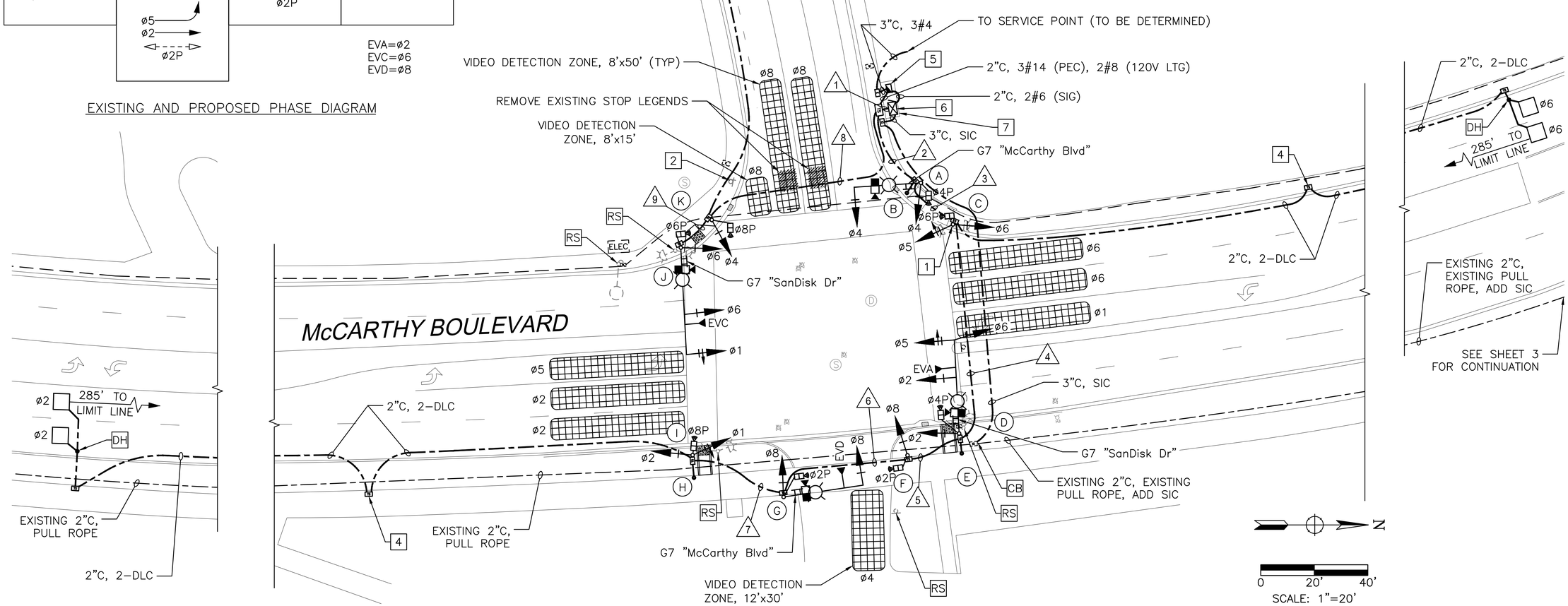
- CB INSTALL CONDUIT INTO EXISTING PULL BOX.
- DH DETECTOR HANDHOLE.
- RS REMOVE AND SALVAGE EQUIPMENT.



EXISTING AND PROPOSED PHASE DIAGRAM

CONSTRUCTION NOTES (THIS SHEET ONLY)

1. REMOVE AND SALVAGE EXISTING TYPE 1 POLE AND BEACONS. INSTALL NEW TYPE 1 POLE. REUSE FOUNDATION AND BASE.
2. REMOVE R1-1 STOP SIGN AND MOUNTING. G7 STREET NAME SIGNS, POST, AND FOUNDATION TO REMAIN.
3. REMOVE W3-1 "STOP SIGN AHEAD" SIGN AND MOUNTING. R26 (CA) "NO PARKING ANY TIME" SIGN AND MOUNTING, STREET LIGHT STANDARD, LUMINARE, AND FOUNDATION TO REMAIN.
4. INSTALL PULLBOXES ALONG CONDUIT AT 200' SPACING.
5. FURNISH AND INSTALL TYPE III-AF SERVICE CABINET ON NEW FOUNDATION PER CITY STANDARD DRAWING No. 440.
6. INSTALL CITY-FURNISHED NEMA TS2 - TYPE 2 IN NEMA "P" TYPE CONTROLLER CABINET ON NEW FOUNDATION PER CITY STANDARD DRAWING No. 440. FURNISH AND INSTALL CCTV CAMERA CONTROLLER PER SPECIAL PROVISIONS.
7. INSTALL 62"x163" PCC PAD PER CITY STANDARD DRAWING No. 440.



Designer Stamp:	Record Drawings	Revisions				
	Designer: ____ Date: ____	Drawn By: KRC Date: 01/21/19	Num.	Description	Engr. Aprv.	Date
	Public Works Inspector: ____ Date: ____	Checked By: DJW Date: 01/21/19				
	Utility/Facility Dept. Head: ____ Date: ____	Designed By: SMF Date: 01/21/19				
	Project Engineer: ____ Date: ____					
	Public Improvements Initially Accepted by the City Council on: ____ Res. No. ____					

CITY OF MILPITAS
ENGINEERING DIVISION

McCARTHY BLVD/SANDISK DR TRAFFIC SIGNAL
PROJECT NO. 4292

TRAFFIC SIGNAL INSTALLATION PLAN

RECOMMENDED FOR BIDDING BY: ____ DATE: ____
WooJae Kim, P.E., CIP Manager

APPROVED FOR BIDDING BY: ____ DATE: ____
Steven P Erickson P.E. City Engineer

PROJECT NO. 4292
Rec. Dwg No.
SCALE: 1"=20'
SHEET 1 OF 3

C:\Users\kcarsten\appdata\local\temp\AcPublish_16512\MIL004-A.dwg@ 10:50:31 AM

Plotted on: 01/21/19 @ 10:50:31 AM

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From*		To*	
	Account	Amount	Account	Amount
Check one: ☐ Budget Appropriation ☒ Budget Transfer	317-2931 331-951-4292-15-3849	$750,000 $750,000	317-3939 331-951-4292-1-4800	$750,000 $750,000

Approve creation of new FY 2018-19 Capital Improvement Project, Project No. 4292, Approve Project Plans and Specifications, Authorize Advertisement for Bid Proposals for McCarthy Boulevard/SanDisk Drive Traffic Signal, and Approve a Budget Amendment.

BACKGROUND:

Traffic signals control vehicle and pedestrian traffic by assigning priorities to various traffic movements to influence traffic flow. Properly designed, located and maintained traffic signals have several advantages:

- Provide for orderly movement of traffic;
- Increase traffic-handling capacity of an intersection;
- Reduce frequency and severity of certain types of crashes, especially right-angle collisions;
- Provide for continuous movement of traffic at a definite speed along a given route;
- Interrupt heavy traffic at intervals to permit other vehicles or pedestrians to cross

Staff assessed and determined that a new traffic signal is warranted at the McCarthy Boulevard and SanDisk Drive intersection to facilitate the safe and orderly movement of traffic, and to address increased pedestrian crossing activities at this intersection.

RECOMMENDATIONS:

Approve creation and funding of new FY 2018-19 McCarthy Boulevard and SanDisk Drive Traffic Signal, Project No. 4292, Approve project plans and specifications and authorize advertisement for bid proposals for McCarthy Boulevard and SanDisk Drive Traffic Signal, Project No. 4292

Approve a budget amendment of $750,000 to transfer the funding from the McCarthy Business Park Traffic Impact Fee fund to new project McCarthy Blvd./Sandisk Dr. Traffic Signal (CIP 4292)

☒ **Check if City Council Approval required.** **Meeting Date**: February 19, 2019

Requested by:	**Department Head:** Steve Erickson	**Date:** February 19, 2019
Reviewed by:	**Interim Finance Director:** Jane Corpus Jane Corpus	**Date:** February 19, 2019
Date approved by City Council, if required:		**Confirmed by:**

FI/24786/V

Form 30-222 (Rev. 1/92)

PREVIEW JOINT HOUSING AUTHORITY / CITY COUNCIL AGENDA

TUESDAY, MARCH 5, 2019

CONSENT CALENDAR

1) Council calendar for March 2019
2) Council meeting minutes: February 19 and 22, 2019

3) Adopt a Resolution to execute Agreement with Santa Clara County for 2018 Emergency Management Performance Grant (EMPG) Funds (Toni Charlop)
4) Adopt a Resolution to Initiate Proceedings for Annual Levy and Collection of Assessments and Ordering Preparation of Annual Engineer's Report for LLMD No. 95-1, McCarthy Ranch (Steve Erickson)
5) Adopt a Resolution to Initiate Proceedings for Annual Levy and Collection of Assessments and Ordering Preparation of Annual Engineer's Report for LLMD No. 98-1, Sinclair Horizon (Steve Erickson)

6) Approve Agreement with BMI Imaging software for Building Dept (Chris Schroeder, Mike Luu, Sharon Goei)
7) Approve Agreement re planning office space/layout for 3rd floor City Hall (Steve Erickson)
8) Approve purchase of NO-DES vehicle (truck) for Public Works (Tony Ndah)
9) Approve Updated Agreement for Silicon Valley Regional Interoperability Authority (Henry Kwong)

10) Preview next Regular City Council Agenda: March 19, 2019 (Mary Lavelle)

PUBLIC HEARINGS

11) Annual Weed Abatement program (Albert Zamora)
12) Establish affordable housing fees - linkage for commercial + residential dev. (Sharon Goei)
13) Intro Ord. No. 38.xxx for Accessory Dwelling Unit Regulations (Ned Thomas)

COMM DEVELOPMENT

14) General Plan Land Use Alternatives (Ned Thomas)
15) HOUSING AUTHORITY: Adopt Housing Authority Resolution for the funding commitment for affordable housing development at 355 Sango Ct. (Sharon Goei)
16) Status update on staff efforts with South Bay Odor Stakeholder Group Odor Study (Steve Erickson)

LEADERSHIP

17) Receive Report on Results of Community Survey (Jennifer Yamaguma)

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	Review Application, Receive Staff Presentation, Conduct Public Hearing, and Consider Approval of New Bingo License for Milpitas Charity Bingo, Inc.
Category:	Public Hearings-Leadership and Support Services
Meeting Date:	2/19/2019
Staff Contact:	Mary Lavelle, 408-586-3001
Recommendation:	Review Application, Receive Staff Presentation, Conduct Public Hearing, and Move Approval of New Bingo License for Milpitas Charity Bingo, Inc. at 461 S. Milpitas Blvd.

Background:
On May 21, 2018, the City Clerk received an application from Milpitas Charito Bingo, Inc. requesting a bingo license for a new non-profit charity bingo proposed to operate at 461 S. Milpitas Blvd., Space C. The goal of the new bingo hall is to operate the game up to five nights per week to benefit local Milpitas non-profit and charity organizations while offering a fun environment for community members and visitors. The bingo license, if authorized by the City Council, would be the first of its kind in Milpitas to allow bingo games in one location on a consistent basis, more than one night per week, and benefitting more than the sponsoring organization.

City of Milpitas currently has three City Council-approved bingo games, whose licenses are renewed annually through the City Clerk's office. Games are operated at St. John the Baptist Church, Pioneer Mobilehome Park and the City's Barbara Lee Senior Center. All three have current, up to date bingo licenses with annual reports on file and fees paid, as required by Milpitas Municipal Code. If approved, Milpitas Charity Bingo would be the fourth license permitted in the city.

Analysis:
Milpitas Municipal Code Title III Chapter 7 prescribes local regulation of bingo games and was amended by Ordinance No. 198.5 adopted by City Council on June 5, 2018. The ordinance had been recommended by a City Council Subcommittee on Non-profits which met over the course of one year working with staff to refine the regulations to allow multiple-night bingo games, with proper security precautions and allowed to be operated only by legally defined non-profit charitable organizations during specified hours of operation.

With the adoption of the newer ordinance, the application for consideration at this hearing was submitted. Milpitas Charity Bingo seeks a permit to offer bingo 5 nights per week, 5 – 10:30 PM, with the potential to operate daytime hours on Saturdays and Sundays in the future. The location of the facility at 461 N. Milpitas Blvd. - zoned for industrial/commercial use - required the applicant to go before the Milpitas Planning Commission to seek a Conditional Use Permit ("CUP"). On December 12, 2018, the Planning Commission held a noticed public hearing and authorized CUP No. P-UP18-0008 with a list of conditions of approval, many of which deal with security of the facility and its volunteer personnel and with the conditions and safety of the property.

Bingo at 461 North Milpitas Blvd. is a game of chance and shall abide by current gaming regulations of the state of California and the local ordinance. Milpitas Municipal Code III-7-13.00 specifies "The total value of prizes awarded during the conduct of any Bingo game by licensees shall not exceed $500 in the form of a check, cash, electronic deposit, or in kind, for each separate game that is held."

Hours of operation proposed in the application are Wednesday – Sunday from 5:00 PM to 10:30 PM, and additional potential hours of 2:00 – 5:00 PM on Saturdays and Sundays. The CUP approved by the Planning Commission permits evening hours only (no daytime on weekends). Thus, Milpitas Charity Bingo, Inc. may in the future return to the Commission requesting an amendment to the CUP conditions for expanded hours, if the Council approves the license as submitted.

Six City departments reviewed this application in addition to the Planning Department's review and recommendation at the Planning Commission. Commissioners unanimously adopted Resolution No. 18-023 (copy in the Council agenda packet) which includes extensive conditions for the operation of bingo games at 461 S. Milpitas Blvd. Required City department heads approved the application and recommend that the City Council approve the bingo license.

If the City Council approves the regular license for Milpitas Charity Bingo, it would be subject to renewal annually along with a $50 annual fee. This occurs on or prior to February 1 each year.

Policy Alternative:

Alternative 1: Reject and deny the bingo license for Milpitas Charity Bingo Inc.

Pros: none
Cons: Denial of the license would not be of assistance to the non-profit organizations that would receive financial benefit from the charity bingo games and would deny community members opportunity to play bingo on more than one night per week (at existing bingo games).
Reason not recommended: applicant meets all requirements, demonstrates community support, and thus should be permitted.

Fiscal Impact:
The City of Milpitas would receive $50 as revenue to the General Fund each year if the bingo license is approved. If the security procedures and plan as approved by the Milpitas Police Department is strictly adhered to, there is no anticipated impact on the Milpitas Police or other city departments.

Financial benefit from the games may accrue to the local non-profit organizations that receive a share of the bingo game winnings each evening. The applicant may further define this aspect at the public hearing.

California Environmental Quality Act: this application is exempt per CEQA Sections 15301 and 15183

Recommendations:
a) Review bingo license application and receive a staff presentation. Applicant's representative has requested to present information to the City Council at the hearing also.
b) Open the Public Hearing for comments and move to close hearing, following all comments.
c) Move to approve new Bingo License for Milpitas Charity Bingo, Inc. at 461 S. Milpitas Blvd. Space C, subject to all conditions of approval including annual renewal by February 1.

Attachments:
a) Regular Bingo License application
b) Planning Commission Staff Report – 12/12/2018
c) Adopted Planning Commission Resolution No. 18-023
d) City Council Ordinance No. 198.5

CITY OF MILPITAS
455 E. CALAVERAS BLVD.
MILPITAS, CA 95035

City Clerk's Office
MAY 21 2018
RECEIVED

BINGO GAME APPLICATION – AFFIDAVIT
(Ordinance No. 198)

A license must be obtained from the City Council, as required by Ordinance No. 198, before any Bingo game is conducted. (A copy of the Ordinance can be obtained at City Hall.) Fill in the information below and return it to the City Clerk along with the $10.00 application fee.

TYPE of LICENSE APPLYING FOR: ☒ Regular License ☐ Limited License

Milpitas Charity Bingo, Inc. — 461 S. Milpitas Blvd., Space C, Milpitas, Ca. 95035

Name of Organization — Address

408-655-0392 — bob.livengood22@gmail.com

Phone Number/s — Email address

Names, Signatures, and Address of all Offices of the Organization (attach separate sheet if necessary):

Printed/Typed Name	Signature	Street Address
Mark De Tar, President	Mark De Tar	4050 Golf Dr., San Jose, Ca. 95127
Joseph Nguyen, VP	[illegible]	528 Penetencia Ct., # 2, Milpitas, Ca. 95035
Loren Vaccarezza, Sec./Treas.	Loren B. Vaccarezza	1590 Berryessa Rd., San Jose, Ca. 95133
Cliff Williams, VP	[illegible]	98 Woodland Ct., Milpitas, Ca. 95035

Paid $50.00 fee Check No. 4893 05/16/2018

Days and Hours of operation of Bingo games:
Wednesday, Thurs., Friday: 5:00 pm to 10:30 pm; Saturday and Sunday: 2 pm to 10:30 pm.

Attach copies of certificate or letters evidencing exempt status under Sections 23701-a, 23701-b, 23701-d, 23701-e, 23701-f, and 23701-l of the California Revenue and Taxation Code received from the Franchise Tax Board (if other than Mobile Hone Park Association or Senior Citizens Organization).

Address of premises where Bingo games will be conducted:
461 S. Milpitas Blvd., Space C, Milpitas, Ca. 95035

Statement of ownership or lease of premises:
Premises leased by Milpitas Charity Bingo, Inc.

Statement of ownership of Bingo equipment used in the operation of the Bingo games:
Equipment owned by Milpitas Charity Bingo, Inc.

Statement of consent for Chief of Police to inspect bank accounts:

I, Loren Vaccarezza, a duly authorized officer at (Print Name)

Milpitas Charity Bingo, Inc.,
(Name of Organization),
hereby consent to the inspection by the Chief of Police of any bank accounts containing profits derived from Bingo games conducted by said organization.

5-16-18
Date

Signature

Person responsible for the operation of the Bingo games:

Loren Vaccarezza
Full Name (First, Middle, Last)

Over Age 21 (Yes/No)? Yes

1590 Berryessa Road., San Jose, Ca.95133
Permanent Address

408-851-2750
Phone Number(s)

All other persons operating or assisting in the operation of the Bingo games:

Full Name (Print or Type)	Over 21	Address	Phone No	Email Address

Please attach a statement of any other information you feel appropriate to this application.

Attached information: Parking Plan, Floor Plan, 501(c)(3) verification, Security Plan

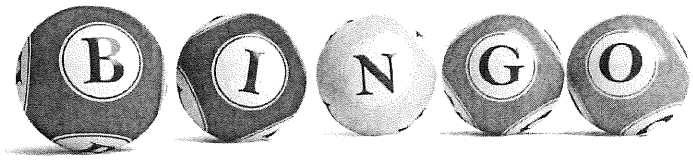
For Office Use Only

APPROVED	DEPARTMENT	BY (Name & Phone Ext.)	DATE
	Building	SHARON GOEI x3260	1/11/19
	City Manager		
	Engineering	STEVE ERICKSON	1/30/19
	Finance	x 3111	2/1/19
	Fire Marshal	ALBERT ZAMORA, X 3371	1/4/19
	Planning	Ned Thomas	1/15/19
	Police	ARMANDO CORREA	2/6/19

License Approved by City Council: _____ Date: _____

License Denied: _____ Date: _____

City Clerk's Office
FEB 04 2019
RECEIVED



SECURITY PLAN
Milpitas Charity Bingo

Security of players and volunteers, along with the integrity of the game is of the utmost importance at any Charity Bingo operation. Everyone needs to feel safe when attending the Bingo game, and this objective can be achieved by utilizing security personnel, video surveillance, panic and robbery alarms, and "visible" deterrents.

Video:

The Milpitas Charity Bingo playing floor will be protected by digital security cameras, and daily recordings will be saved with at least 30 days. The system will be videotaping the players to record incidents like slip and falls and will also provide monitoring to ensure game integrity. The sales counters, offices, storage room and safe will be covered with a second system that will focus on cash handling and product sales. The exterior of the building, (entrances and exits) will monitored as well.

Personnel:

During hours of operation there will always be 3 security officers on property. Their responsibility will include monitoring and securing the parking, the entrance/exits to the Bingo facility, and the cash handling areas of the facility.

Lighting:

The parking lot lighting has recently been upgraded by the building owner and now includes LED lights. The Milpitas Police will review the lighting condition prior to charity games beginning at the site, and will make any possible recommendations concerning lighting enhancements that they deem necessary.

Milpitas Charity Bingo Operations Plan

Milpitas Charity Bingo, Inc., a 501 (c) (3) non-profit California corporation, is proposing to conduct charity bingo games in the City of Milpitas at 461 S. Milpitas Boulevard.

The games are proposed to be conducted Wednesday, Thursday, Friday, Saturday and Sunday from 5 pm until 10:30 pm. In the future, games may be added on Saturday and Sunday from 2 pm until 5 pm.

Staffing for games will be provided by unpaid volunteers, in compliance with California Penal Code section 326.5. At least two security personnel will be present at all times during game operations and until one half hour after their conclusion.

Milpitas Charity Bingo will be playing the same games played in other Milpitas charity bingo games currently in operation within the City, including standard paper bingo games, pull tab games, strip games, and 1199 games.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 23 2017

MILPITAS CHARITY BINGO INC
C/O KAREN A GRIES
220 SOUTH SIXTH ST STE 300
MINNEAPOLIS, MN 55402

Employer Identification Number:
82-1210238
DLN:
17053219337007
Contact Person:
HENRY F SHAMBURGER ID# 31472
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
April 3, 2017
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

MILPITAS CHARITY BINGO INC

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Stephen a. martin

Director, Exempt Organizations
Rulings and Agreements

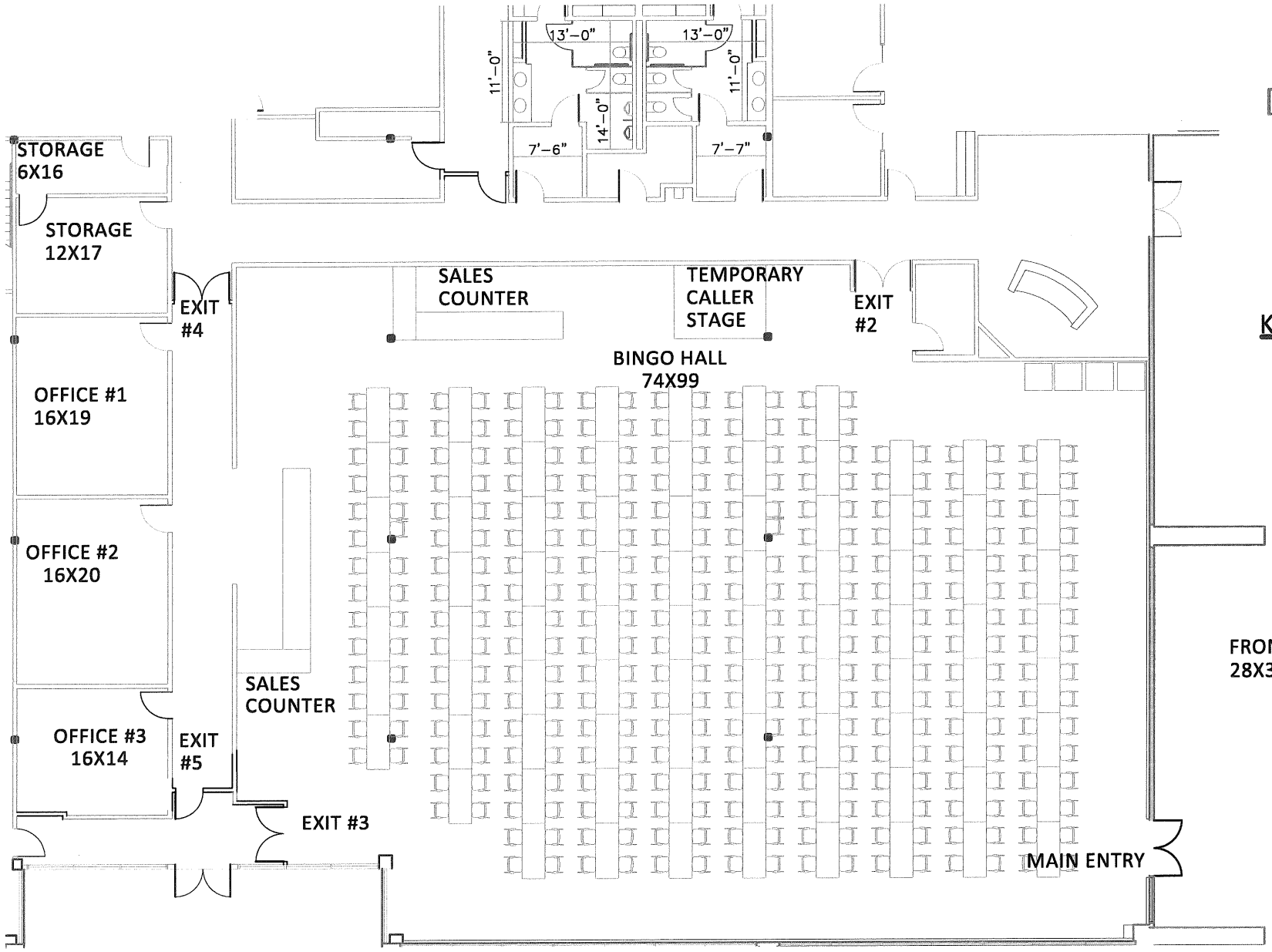
461 S. MILPITAS BLVD.
SUITE C
MILPITAS, CA 95035

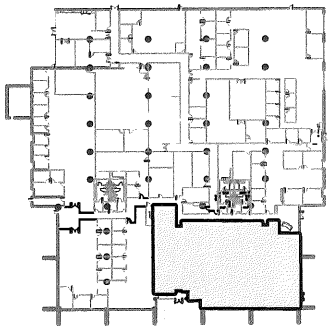
PROPOSED SPACE PLAN SP-A1

MILPITAS CHARITY BINGO

6/22/17 | DRAWN: RT | 9,081 RSF

Studio Benavente Architects
580 LENNON LANE, WALNUT CREEK CA 94598
TEL 925.934.7778 FAX 925.934.7902 studioark@aol.com

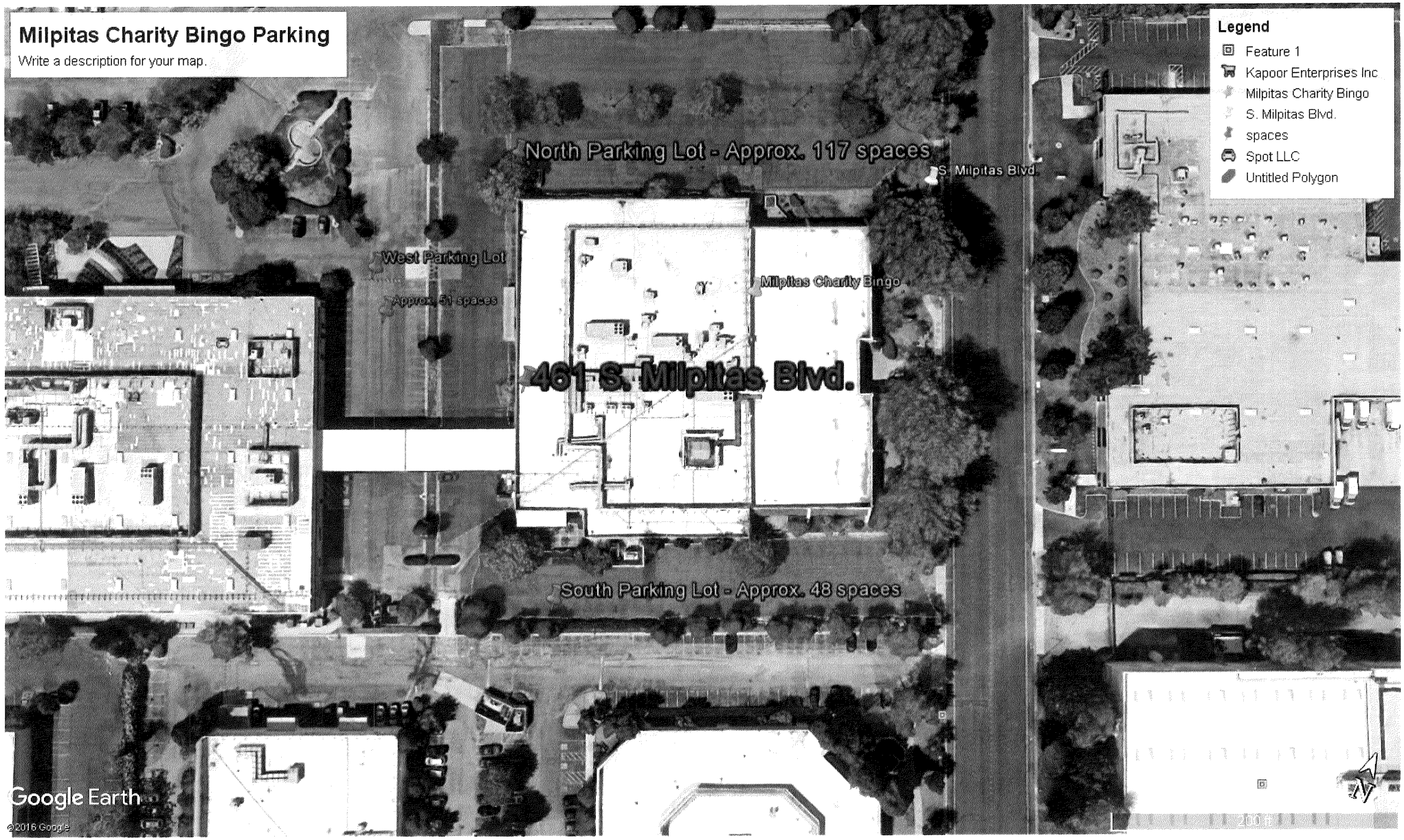




KEY PLAN

SCALE: FEET

0 2 10 20


Milpitas Charity Bingo Parking
Write a description for your map.
Legend
Feature 1
Kapoor Enterprises Inc
Milpitas Charity Bingo
S. Milpitas Blvd.
spaces
Spot LLC
Untitled Polygon
North Parking Lot - Approx. 117 spaces
S. Milpitas Blvd.
West Parking Lot
Approx. 51 spaces
Milpitas Charity Bingo
461 S. Milpitas Blvd.
South Parking Lot - Approx. 48 spaces
Google Earth
©2016 Google

245

City of Milpitas
Fiscal Services Division
455 E. Calaveras Blvd.,
Milpitas, CA 95035

City Hall Main : 408-586-3000
Fiscal Services : 408-586-3100
Building Department : 408-586-3240

Receipt

Receipt Number : **R000474259**
Customer Name : **LIVENGOOD, ROBERT**

Date : **6/15/2018**
Pay Type :

Gn Gov Svcs/Passport		
BINGO LICENSE/LIVENGOOD, R	100-3601	$50.00
	Total :	**$50.00**

06/15/2018 R000474259

Amount Paid: $ _____

~~Passport Name (child, if adult paid fee):~~

Application for new Bingo License

M Lavelle

City Clerk's Office
JUN 18 2018
RECEIVED

City Clerk Mary Lavelle
City of Milpitas
455 E. Calaveras Boulevard
Milpitas, Ca. 95035

Dear Mary,

On behalf of Milpitas Charity Bingo, Inc., please add the following letters of interest to the recent application that Milpitas Charity Bingo, Inc. filed seeking a bingo license.

These non-profits have submitted letters of interest to provide volunteers for bingo games:

Milpitas Rotary Club
Milpitas Chamber of Commerce
Counseling and Support Services for Youth (CASSY)
Rebuilding Together Silicon Valley
Humane Society Silicon Valley
Curtner Elementary School PTA
Spring Valley Firefighters Association
Thomas Russell Middle School PTSA
Milpitas Community Educational Endowment
Milpitas Historical Society
Bay Area Tutoring Association
Burnett Elementary School PTA

Thank you in advance for your assistance processing Milpitas Charity Bingo, Inc's bingo license application. Please let me know if you need any other information.

Robert Livengood

Bob Livengood Consulting

1101 S. Main Street
Suite 236
Milpitas, Ca. 95035

408-655-0392

Government Relations

Milpitas Charity Bingo, Inc.

Non-Profit Partner Interest Sign Up

Non-profit information

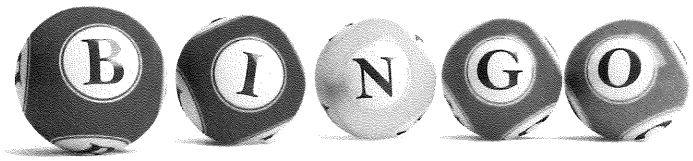
Organization Name- MILPITAS ROTARY

Address- P.O. Box 360167
MILPITAS, CA 95036

Telephone number- 408-314-9642

Email address- VMMCHUGH@YAHOO.COM

Contact person- PETE McHUGH



Milpitas Charity Bingo, Inc.

Non-Profit Partner Interest Sign Up

Non-profit information

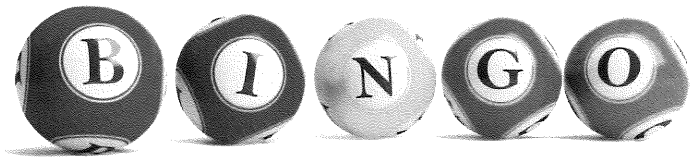
Organization Name- Milpitas Chamber of Commerce

Address- 828 N. Hillview Drive, Milpitas, CA 95035

Telephone number- 408-262-2613

Email address- info@milpitaschamber.com

Contact person- CJ Ericson



Milpitas Charity Bingo, Inc.

Non-Profit Partner Interest Sign Up

Non-profit information

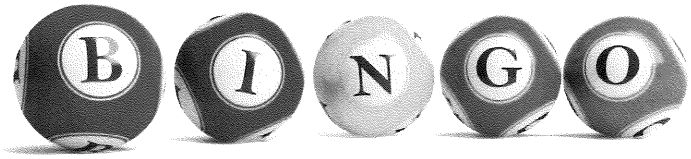
Organization Name- Counseling and Support Services for Youth (CASSY)

Address- 544 Valley Way Milpitas CA 94544

Telephone number- 408-493-5289

Email address- Christy@cassybayarea.org

Contact person- Christy Hayes, Executive Director



Milpitas Charity Bingo, Inc.

Non-Profit Partner Interest Sign Up

Non-profit information

Organization Name- Rebuilding Together Silicon Valley

Address- 1701 S. 7th Street #10, San Jose, CA 95112

Telephone number- 408-578-9519

Email address- deanne@rebuildingtogethersv.org

Contact person- Deanne Everton

Milpitas Charity Bingo, Inc.

Non-Profit Partner Interest Sign Up

Non-profit information

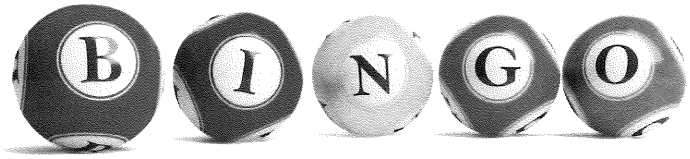
Organization Name- Curtner PTA

Address- 275 Redwood Avenue, Milpitas, CA 95035

Telephone number- 408-635-2852

Email address- rhodajordan@gmail.com

Contact person- Rhoda Shapiro



Milpitas Charity Bingo, Inc.

Non-Profit Partner Interest Sign Up

Non-profit information

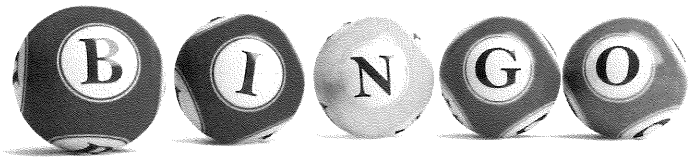
Organization Name- Spring Valley Fire Fighters Association

Address- 634 Santos Court, Milpitas, Ca. 95035

Telephone number- 408-712-9710

Email address- ciardellal@aol.com

Contact person- Larry Ciardella



Milpitas Charity Bingo, Inc.

Non-Profit Partner Interest Sign Up

Non-profit information

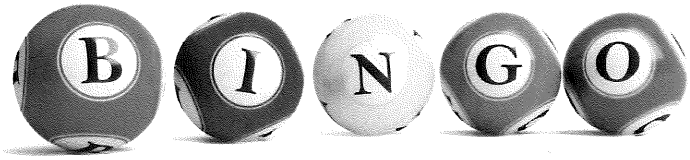
Organization Name- Thomas Russell PTSA

Address-1500 Escuela Parkway, Milpitas CA 95035

Telephone number-(408) 464-7814

Email address-thomasrussellptsa@gmail.com

Contact person-Ferdie Centeno



Milpitas Charity Bingo, Inc.

Non-Profit Partner Interest Sign Up

Non-profit information

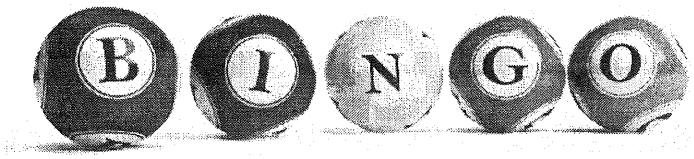
Organization Name- Humane Society Silicon Valley

Address- 901 Ames Ave

Telephone number- 408-262-2133 ext. 106

Email address- rachel.holleran@hssv.org

Contact person- Rachel Holleran



Milpitas Charity Bingo, Inc.

Non-Profit Partner Interest Sign Up

Non-profit information

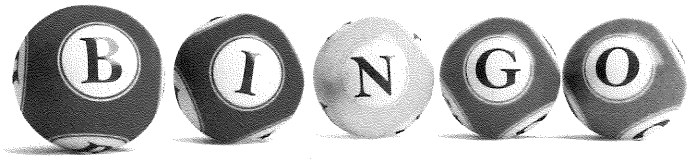
Organization Name- Milpitas Community Educational Endowment (MCEE)

Address- 1331 E. Calaveras Blvd, Milpitas

Telephone number- 408 890 7499

Email address- rhjung@gmail.com

Contact person- Robert Jung



Milpitas Charity Bingo, Inc.

Non-Profit Partner Interest Sign Up

Non-profit information

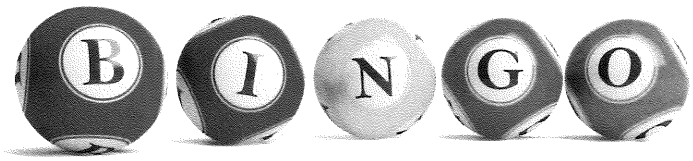
Organization Name- MILPITAS HISTORICAL SOCIETY

Address- 160 N. MAIN STREET, MILPITAS, CA 95035

Telephone number- 1-408-384-1366

Email address- ehardtjoseph@gmail.com

Contact person- JOSEPH EHARDT, TREASURER



Milpitas Charity Bingo, Inc.

Non-Profit Partner Interest Sign Up

Non-profit information

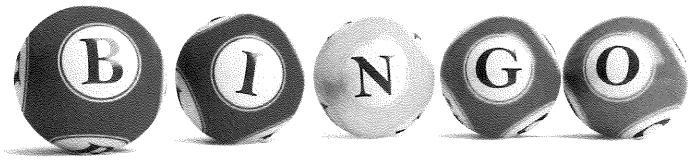
Organization Name- Bay Area Tutoring Association

Address-510 Valley Way, Milpitas , CA 95035

Telephone number-510-792-1614

Email address-kelly.flanagan@bayareatutor.org

Contact person-Kelly Flanagan



Milpitas Charity Bingo, Inc.

Non-Profit Partner Interest Sign Up

Non-profit information

Organization Name- Burnett Elementary PTA

Address- 400 Fanyon Street Milpitas, CA 95035

Telephone number- cell 510-329-7047

Email address-wburnettpta@gmail.com

Contact person- Amy Dawson

RESOLUTION NO. 18-023

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MILPITAS APPROVING CONDITIONAL USE PERMIT NO. UP18-0008 TO ALLOW FOR AN ENTERTAINMENT USE (CHARITY BINGO) IN AN INDUSTRIAL ZONE IN THE M2 HEAVY INDUSTRIAL ZONE AT 461 SOUTH MILPITAS BOULEVARD, MILPITAS, CA 95035 (APN 086-42-016)

WHEREAS, on July 5, 2018, an application was submitted by Robert Livengood ("Applicant"), to allow for an entertainment use (charity bingo) in an industrial zone located at 461 South Milpitas Boulevard (collectively, the "Project"). The property is located within the Heavy Industrial (M2) Zoning District (APN: 086-42-016); and

WHEREAS, the Planning Division completed an environmental assessment for the project in accordance with the California Environmental Quality Act (CEQA), and recommends that the Planning Commission determine this project is categorically exempt from further environmental review pursuant to Section 15301 (Existing Facilities) of the Guidelines for the Implementation of CEQA and; as a separate and independent basis, the project is exempt from further environmental review pursuant to CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning); and

WHEREAS, on December 12, 2018, the Planning Commission held a duly noticed public hearing on the subject application, at which all those in attendance were given the opportunity to speak on Project; and

WHEREAS, the Planning Commission has considered all of the written and oral testimony presented at the public hearing in making its decision; and

NOW THEREFORE, the Planning Commission of the City of Milpitas hereby finds, determines and resolves as follows:

SECTION 1: Recitals. The Planning Commission has considered the full record before it, which may include, but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and incorporated herein by reference.

SECTION 2: Record. The Planning Commission has duly considered the full record before it, which may include but is not limited to such things as the City staff report, testimony by staff and the public, and other materials and evidence submitted or provided to the Planning Commission.

SECTION 3: CEQA. This project is categorically exempt from further environmental review pursuant to Section 15301 (Existing Facilities) of the Guidelines for the Implementation of CEQA and; as a separate and independent basis, the project is exempt from further environmental review pursuant to CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning).

SECTION 4: ***Conditional Use Permit (Section XI-10-57.04(F)) - The Planning Commission makes the following findings based on the evidence in the public record in approving Conditional Use Permit No. UP18-0002:***

1. *The proposed use, at the proposed location will not be detrimental or injurious to property or improvements in the vicinity nor to the public health, safety, and general welfare.*

   The proposed project will not have detrimental or injurious impacts on the property or to improvements in the vicinity of the property, as the applicant has demonstrated a commitment to offering a safe and orderly environment. To that effect, the resolution includes several project specific Conditions of Approval to address safety and security, as requested by the Fire and Police Departments.

2. *The proposed use is consistent with the Milpitas General Plan.*

   The proposed project is consistent with the policies of the General Plan, as demonstrated in Table 2 above:

Table 1: General Plan Consistency

Guiding Principles and Implementing Policies	Consistency Finding
2.a-I-14 When new uses are proposed in proximity to existing industrial uses, incorporate conditions upon the new use to minimize its negative impacts on existing nearby land uses and to promote the health and safety of individuals at the new development site.	**Consistent.** The proposed use will occupy a suite that is currently vacant and will operate outside of the standard work day thus providing a separation of uses. As conditioned, the project will not be detrimental or injurious to existing nearby land uses in that it meets current development standards and parking requirements.

As described above, the project is compatible and consistent with the surrounding uses and has been found to conform to the intent of the General Plan Designation.

3. *The proposed use is consistent with the Milpitas Zoning Ordinance.*

   The proposed entertainment use conforms to the Milpitas Zoning Ordinance in that the entertainment use is conditionally permitted in the Heavy Industrial (M2) zoning district, per Milpitas Municipal Code Table XI-10-7.02-1. In addition, parking for the site has been determined to be adequate:

Table 2: M2 Heavy Industrial Development Standards

Standard	*M2*	*Existing/Proposed*	*Complies?*
Lot Area, minimum	None	495, 240 sf. (no change)	Yes
Lot Width, minimum	None	370 ft. (no change)	Yes
Front Yard Setback, minimum	Along major street: 35 ft. from face of curb. Along non-major street: 25 ft. from face of curb.	34 ft. (no change)	Yes
Side Yard Setback (interior), minimum	None	170 ft./18 ft. (no change)	Yes
Rear Yard Setback, minimum	None	107 ft. (no change)	Yes
Building Height, maximum	None	Unavailable (no change)	Yes
Floor Area Ratio	0.40	0.32 (no change)	Yes

In addition, parking at the site has been determined to be adequate. According to a completed parking analysis, at maximum site occupation, there would be a surplus of 26 available parking spaces.

SECTION 6: The Planning Commission of the City of Milpitas hereby adopts Adopt Resolution No. 18-023 approving Conditional Use Permit No. UP18-0008 based on the above Findings and subject to the Conditions of Approval attached hereto as Exhibit 1 and incorporated herein.

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Milpitas on December 12, 2018.

Sudhir Mandal

Chair

TO WIT:

I HEREBY CERTIFY that the following resolution was duly adopted at a regular meeting of the Planning Commission of the City of Milpitas on June 27, 2018, and carried by the following roll call vote:

COMMISSIONER	AYES	NOES	ABSENT	ABSTAIN
Lawrence Ciardella	X			
Ray Maglalang	X			
Sudhir Mandal	X			
Demetress Morris	X			
Gurdev Sandhu			X	
Zeya Mohsin			X	
Evelyn Chua (Alternate)	X			
Vacant				

EXHIBIT 1

CONDITIONS OF APPROVAL
Entertainment Use (charity bingo)
461 SOUTH MILPITAS BOULEVARD
Conditional Use Permit No. UP18-0008

General Conditions

1. General Compliance. The applicant and owner, including all successors in interest (collectively "Permittee") shall comply with each and every condition set forth in this Permit. Conditional Use Permit No. UP18-0008 ("Permit") shall have no force or effect and no building permit shall be issued unless and until all things required by the below-enumerated precedent conditions have been performed or caused to be performed. **(ALL)**
2. Modifications to project. Any deviation from the approved site plan, floor plans, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or Designee. If the Planning Director or designee determines that the deviation is significant, the Permittee shall be required to apply for review and obtain approval of the Planning Commission, in accordance with the Zoning Ordinance. **(P)**
3. Effective Date. Unless there is a timely appeal filed in accordance with the Milpitas Zoning Code, the date of approval of this Permit is the date on which the decision-making body approved this Permit.
4. Acceptance of Permit. Should Permittee fail to file a timely appeal within twelve (12) calendar days of the date of approval of this Permit, inaction by Permittee shall be deemed to constitute each of the following:
   a. Acceptance of this Permit by Permittee; and
   b. Agreement by the Permittee to be bound by, comply with, and to do all things required of or by Permittee pursuant to all of the terms, obligations, and conditions of this Permit.
5. Permit Expiration. Pursuant to Section XI-10-64.06 of the Milpitas Zoning Code, this Permit shall become null and void if the activity permitted by this Permit is not commenced within two (2) years from the date of approval, or for a project submitted with a tentative map, within the time limits of the approved tentative map. Pursuant to Section XI-10-64.06(B) of the Milpitas Zoning Code, an activity permitted by this Permit shall be deemed to have commenced when the project:
   a. Completes a foundation associated with the project; or
   b. Dedicates any land or easement as required from the zoning action; or
   c. Complies with all legal requirements necessary to commence the use, or obtains an occupancy permit, whichever is sooner.
6. Time Extension. Pursuant to Section XI-10-64.07 of the Milpitas Zoning Code, unless otherwise provided by State law, Permittee shall have the right to request a one-time extension of the Permit if the request is made in writing to the Planning Division prior to the expiration date of the approval. **(P/E)**

7. Project Job Account. If Permittee's project job account is at any time delinquent or below the required deposit amount, City will not continue to review or process the application until Permittee's private job account is paid in full and the required deposit has been made. Additionally, prior to the issuance of any building permit or occupancy permit, as applicable, Permittee shall pay in full the project account balance and establish a remaining balance of at least twenty-five percent (25%) of the required initial deposit.

8. Notice. Pursuant to California Government Code Section 66020, any protest filed in court relating to the imposition of fees, dedication, reservations, or other exactions to be imposed on the development project shall be filed within ninety (90) days after the date of the adoption of this Resolution. This provision serves as notice from the local agency to the Permittee that the ninety (90) day period in which the applicant may file a protest has begun under California Government Code Section 66020(d)(1).

9. Cost and Approval. Permittee shall fully complete and satisfy each and every condition set forth in this Resolution and any other condition applicable to the project to the sole satisfaction of the City. Additionally, Permittee shall be solely responsible and liable for the cost to satisfy each and every condition. Permittee shall pay all required fees and charges to City at the rate in effect at time of building permit issuance, or, the rate in effect when the fees and charges are due and paid in full to City. There is no vesting of any fees or charges with the adoption of this Resolution. **(ALL)**

10. Conditions. Each and every condition set forth in this Exhibit shall apply to the project and continue to apply to the project so long as the Permittee is operating the project under the permits and approvals in this Resolution. **(ALL)**

11. Compliance with Laws. The construction, use, and all related activity authorized under this Permit shall comply with all applicable local, state, and federal laws, rules, regulations, guidelines, requirements, and policies. Permittee shall procure and maintain any and all licenses, permits, and/or other authorizations, including licensure through the State of California Department of Alcoholic Beverage Control ("ABC"), that may be required by law to operate the use contemplated herein. **(CA/P/E/B)**

12. Previous Approvals. Permittee shall abide by and continue to comply with all previous City approvals, permits, or requirements relating to the subject property, unless explicitly superseded or revised by this Permit.

13. Indemnification. To the fullest extent permitted by law, Permittee shall indemnify, defend with counsel of the City's choosing, and hold harmless City, its City Council, its boards and commissions, officials, officers, employees, and agents from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to (i) City's approval of the project, including but not limited to, the approval of the discretionary permits, maps under the Subdivision Map Act, and/or the City's related determinations or actions under the California Environmental Quality Act, and (ii) Permittee's construction, operation, use, or related activity under this Permit. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, causes of action, suit or proceeding whether incurred by applicant, City,

and/or the parties initiating or bringing such proceeding. Permittee shall indemnify the City for all of City's costs, attorneys' fees, and damages which City incurs in enforcing the indemnification provisions set forth in this condition. Permittee shall pay to the City upon demand or, as applicable, to counsel of City's choosing, any amount owed pursuant to the indemnification requirements prescribed in this condition.

14. Revocation, Suspension, Modification. This Permit may be suspended, revoked, or modified in accordance with Section XI-10-63.06 of the Milpitas Zoning Code.

15. Severability. If any term, provision, or condition of this Permit is held to be illegal or unenforceable by the Court, such term, provision, or condition shall be severed and shall be inoperative, and the remainder of this Permit shall remain operative, binding, and fully enforceable.

16. Permittee shall develop the approved project in conformance with the approved plans approved by the Planning Commission on June 27, 2018, in accordance with these Conditions of Approval.

    Any deviation from the approved site plan, elevations, materials, colors, landscape plan, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or Designee. If the Planning Director or designee determines that the deviation is significant, Permittee shall be required to apply for review and obtain approval of the Planning Commission or City Council, as applicable, in accordance with the Milpitas Zoning Code. **(P)**

17. Response to Conditions of Approval. Permittee shall provide a written response to comments upon submittal for building permit application. The responses should clearly indicate how each condition of approval has been addressed in the plans and shall note the appropriate plan sheet. **(P)**

Planning Department Conditions

18. Days and hours of operation shall be Wednesday-Saturday 5:00pm-10:30pm only. **(P)**

Fire Department Conditions

19. Hazardous Materials: A hazardous materials risk assessment evaluation report shall be prepared as per the Milpitas Fire Department guidelines. The report shall be prepared and submitted as a part of the building permit application process. **(F)**

20. Emergency Action Plan: If the hazardous materials risk assessment discloses that the site may be impacted by the use or storage of a hazardous substance by a neighboring business, an emergency action plan shall be prepared as per the Milpitas Fire Department guidelines. The report shall address the hazardous materials emergencies that can occur and may affect the site. **(F)**

21. Disclosure and Acknowledgement Document: For non-industrial businesses that are to be located within or near industrial zones, a disclosure and acknowledgement document shall be prepared and recorded with the county for disclosure of the business being located in or within 1,000 feet from an industrial zone and where there may be possible accidents that may

impact the said business operations. Such document shall be recorded prior to occupancy. **(F)**

22. Annual Review: The Risk Assessment and the Emergency Action Plan shall be reviewed, updated and submitted to the Fire Department for review on an annual basis. The review shall incorporate any changing conditions within industry and chemical usage within the area. **(F)**

23. Annual Drill: Milpitas Charity Bingo Inc., shall schedule and conduct an annual Emergency Action Plan drill with the Fire Department on site. **(F)**

Building Department Conditions

24. Mechanical ventilation for the assembly area shall be provided per CMC Ch. 4 and T-24 energy code. **(B)**

Police Department Conditions

25. Any other game played that is not a paper bingo game played throughout the course of charity bingo operations shall be subject to a maximum per game prize limit of $500.00. **(PD)**

26. High definition (1080p) video cameras shall be installed that record the interior and exterior of the Milpitas Charity Bingo Inc. facility, including the ingresses and egresses of the building. Cameras shall record areas such as the sales counter, offices and safe. Video recording system shall store video footage for a period of no less than 30 days and be capable of allowing footage to be downloaded onto portable USB drives or copies onto DVD discs. **(PD)**

27. Video recordings shall be made available to the police department upon request. **(PD)**

28. Milpitas Charity bingo staff shall be trained on how to operate and retrieve footage from the video surveillance system. **(PD)**

29. There shall be at least three uniformed security guards present on the premises during bingo gaming sessions at all times. One security guard shall be present on the premises until the money has been counted and secured. The Milpitas Police Department may reassess the need for three security guards after a three month period after operations begin. **(PD)**

30. Prior to obtaining an Occupancy Permit, lighting conditions must be improved in the exterior lot of the project site to the satisfaction of the Police Department. **(PD)**

31. Uniforms are required for all volunteers and management of Milpitas Charity Bingo Inc., and any other organization serving on behalf of Milpitas Charity Bingo Inc. **(PD)**

32. Upon selection of a contracted security provider, Milpitas Charity Bingo Inc. shall forward to Milpitas Police Department all policies and operational procedures of security provider. **(PD)**

33. Milpitas Charity Bingo Inc. shall forward to Milpitas Police Department a plan regarding audits, inspections and security for money storage and transportation. **(PD)**

34. Milpitas Charity Bingo Inc. shall provide increased training for all personnel conducting inspections/audits of the bingo operation. **(PD)**

35. Milpitas Charity Bingo Inc. shall consider alternative means of payment to prize winners to reduce the amount of cash currency on the premises. **(PD)**

36. Milpitas Charity Bingo Inc. shall devise a background check process which includes tracking and fee reimbursement. **(PD)**

P = Planning
E = Engineering Department
CA = City Attorney
PD = Police Department
B = Building Department
F = Fire Department
ALL = All Reviewing Departments

NOTICE OF RIGHT TO PROTEST

The Conditions of Project Approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations, and other exactions. You are hereby further notified that the 90-day approval period in which you may protest these fees, dedications, reservations, and other exactions, pursuant to Government Code Section 66020(a), began on date of adoption of this resolution. If you fail to file a protest within this 90-day period complying with all of the requirements of Section 66020, you will be legally barred from later challenging such exactions.

AGREEMENT

Permittee/Property Owner

The undersigned agrees to each and every condition of approval and acknowledges the NOTICE OF RIGHT TO PROTEST and hereby agrees to use the Project property on the terms and conditions set forth in this resolution.

Dated: _____ _____

Signature of Permittee

MILPITAS PLANNING COMMISSION AGENDA REPORT

December 12, 2018

APPLICATION: **Charity Bingo Entertainment Use Permit No. P-UP18-0008 -** A request for a Conditional Use Permit to operate an entertainment use (charity bingo) in an industrial zone.

RECOMMENDATION: **Staff recommends that the Planning Commission adopt Resolution No. 18-023 approving Conditional Use Permit No. P-UP18-0008 subject to the attached Conditions of Approval.**

LOCATION:

Address/ APN:	461 S Milpitas Blvd (APN: 086-42-016)
Area of the City:	Located on the west side of Milpitas Boulevard, south of Turquoise Street and north of Yosemite Drive.

PEOPLE:

Project Applicant:	Robert Livengood, Consultant
Business Owner:	Milpitas Charity Bingo Inc.
Property Owner:	Adaptec Inc.
Project Planner:	Adrienne Smith, Associate Planner

LAND USE:

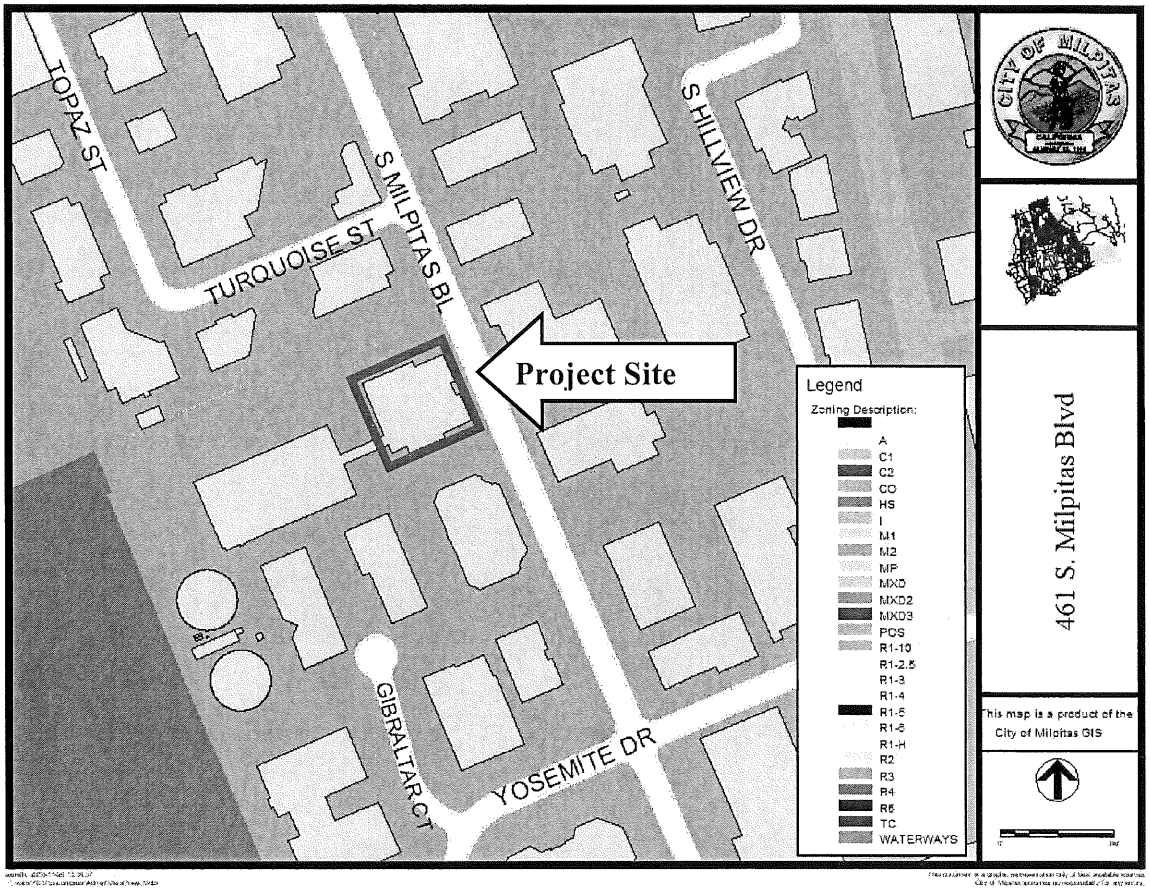
General Plan Designation:	Manufacturing and Warehousing (MW)
Zoning District:	Heavy Industrial (M2)
Specific Plan:	N/A
Site Area:	11.4 acres

ENVIRONMENTAL: This project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Existing Facilities) and; as a separate and independent basis, the project is exempt from further environmental review pursuant to CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning).

EXECUTIVE SUMMARY

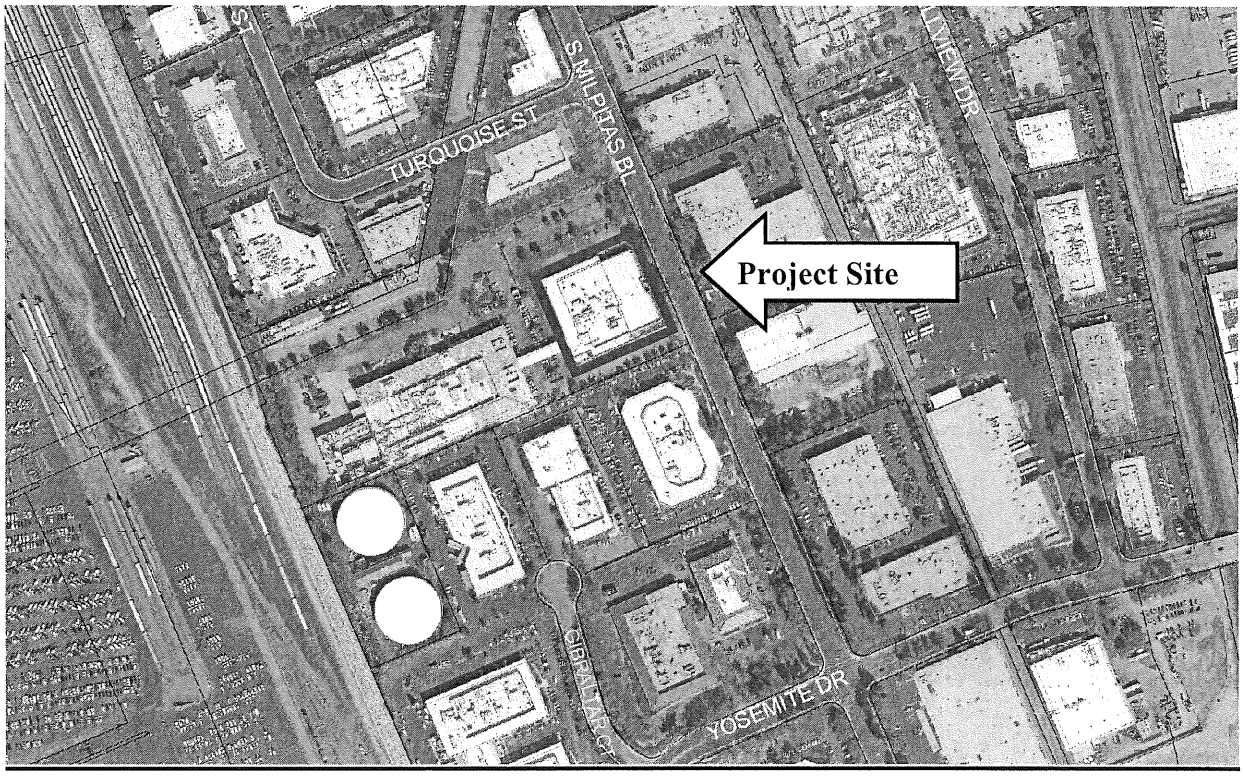
The applicant is requesting a Conditional Use Permit to operate an entertainment use (charity bingo) within an existing building located in a Heary Industrial (M2) Zoning District. The proposed project will not require any changes to the existing building façade, site landscaping, or on-site parking. The project is consistent with the General Plan and Zoning Ordinance and staff recommends that the Planning Commission approve the project subject to the findings and Conditions of Approval.

Map 1
Project Location/ Zoning Map



Map 2
Project Site

Not to scale



PROJECT DESCRIPTION

Backround

On July 5, 2018, the applicant submitted the subject application for a Conditional Use Permit (CUP) to allow for the operation of an entertainment use (charity bingo) within an existing building located in the Heavy Industrial (M2) Zoning District. The proposed project will not require any changes to the existing building façade, site landscaping, or on-site parking.

Once a CUP has been approved, per III-7-1.00 of the Business and Professions section of the Milpitas Municipal code, the applicant must then apply for a bingo license via the City Clerk's Office. The license application will be considered by City Council in a public hearing. Bingo licenses must be renewed with the City Clerk on an annual basis.

Overview

The project site is located on an 11.4-acre parcel off of South Milpitas Boulevard. The property contains two buildings, one behind the other. The proposed entertainment use will be located in the front building that borders South Milpitas Boulevard. The front building is home to security firm Globalstar and franchise broker Bonfare Markets Administration. The applicant's proposed suite has been vacant for approximately three years and was formerly occupied by Globalstar.

Milpitas Charity Bingo Inc., is a non-profit organization proposing to conduct charity bingo games including standard paper bingo games, and games of chance including pull tab games, strip games and 1199 games. While Milpitas Charity Bingo will operate the bingo games, they will host a number of non-profits who will provide volunteers to help run the games. In conjunction with Milpitas Police Department, the applicant has developed a security plan (see Attachment B) which will include a minimum of three uniformed security guards at all times. The proposed hours of operation are Wednesday-Saturday: 5:00pm – 10:30pm.

Location and Context

The project site is zoned Heavy Industrial (M2) and is bordered by industrial and health/veterinarian uses to the north and south, a packaging plant and restaurant to the east and Union Pacific train tracks and rail yard to the west. The abutting properties are zoned Heavy Industrial (M2) to the north, south and east and Multi-Family Very High Density Residential (R4) to the west. Vicinity and location maps of the subject site location are included on the previous pages. For zoning and land use summary, see Table 1 on the following page.

Table 1: Zoning and Land Use Summary

	General Plan	Zone	Uses
Subject Site	Manufacturing and Warehousing (MW)	Heavy Industrial (M2)	Multi-tenant building, office uses
North	Manufacturing and Warehousing (MW)	Heavy Industrial (M2)	Processing plant, animal boarding
South	Manufacturing and Warehousing (MW)	Heavy Industrial (M2)	Kaiser Permanente medical building
East	Manufacturing and Warehousing (MW)	Heavy Industrial (M2)	Packaging plant and restaurant
West	Manufacturing and Warehousing (MW)	Multi-Family Very High Density Residential (R4)	Union Pacific train tracks and rail yard

PROJECT ANALYSIS

General Plan and Zoning Conformance

General Plan

The project conforms to the intent of the Manufacturing and Warehousing (MW) General Plan Land Use designation which encompasses a variety of light and heavy industrial activities, such as manufacturing, packaging, processing, warehousing and distribution, and ancillary support uses. The proposed entertainment use requires a large open suite with substantial square footage, which is typical of industrial buildings, and will operate outside the standard hours of operation of the existing professional office uses located within the building. The project complies with Land Use policy *2.a.I-14,* as set forth in the following table:

Table 2: General Plan Consistency

Policy	Consistency Finding
2.a-I-14 When new uses are proposed in proximity to existing industrial uses, incorporate conditions upon the new use to minimize its negative impacts on existing nearby land uses and to promote the health and safety of individuals at the new development site.	**Consistent.** The proposed use will occupy a suite that is currently vacant and will operate outside of the standard work day thus providing a separation of uses. As conditioned, the project will not be detrimental or injurious to existing nearby land uses in that it meets current development standards and parking requirements.

Zoning Ordinance

The Milpitas Zoning Ordinance stipulates that any entertainment use proposing to locate in an industrial zone must first obtain a Conditional Use Permit. The requested entertainment use, which would occupy 9,081-square feet in an existing building, complies with the development standards of the Heavy Industrial (M2) zoning designation, as shown in Table 3 below. The proposed project will not require any changes to the existing building facade, site landscaping, or on-site parking. Given the extensive Conditions of Approval in the resolution which address safety and security, staff do not believe the

proposed entertainment use in an industrial zone would be detrimental or injurious to property, improvements, public health, safety, and general welfare of the City. Furthermore, the project, as proposed, complies with the development standards set forth in the Zoning Ordinance seen in the table below:

Table 3: Heavy Industrial (M2) Development Standards

Standard	M2	Existing/Proposed	Complies?
Lot Area, minimum	None	495, 240 sf. (no change)	Yes
Lot Width, minimum	None	370 ft. (no change)	Yes
Front Yard Setback, minimum	Along major street: 35 ft. from face of curb. Along non-major street: 25 ft. from face of curb.	34 ft. (no change)	Yes
Side Yard Setback (interior), minimum	None	170 ft./18 ft. (no change)	Yes
Rear Yard Setback, minimum	None	107 ft. (no change)	Yes
Building Height, maximum	None	Unavailable (no change)	Yes
Floor Area Ratio	0.40	0.32 (no change)	Yes

Parking

The subject building is serviced by 217 parking spaces. The applicant obtained a parking study prepared by Hexagon Transportation Consultants Inc. dated November 19, 2018, to evaluate whether the existing site parking supply would meet the increase in parking demand generated by the project. See Table 4 below for the parking analysis:

Table 4: Parking Summary Table

Tenant	Area	Standard	Parking Spaces Required
Globalstar	31,690 sq. ft.	1 space/350 sq. ft.	91
Bonfare	4,061 sq. ft.	1 space/350 sq. ft.	12
Vacant	14,536 sq. ft.	1 space/350 sq. ft.	42
Charity Bingo	9,081 sq. ft.	1 space/200 sq. ft.	46
TOTAL REQUIRED			**191**
TOTAL ONSITE PARKING			**217**
SURPLUS PARKING			**26**

The parking study results demonstrate that even at maximum site occupation, there would still remain a surplus of 26 parking spaces. In addition, as noted above, the proposed entertainment use will operate

outside the standard hours of operation of the existing professional office uses located within the building, and the parking needs of each use will be complementary.

FINDINGS

A finding is a statement of fact relating to the information that the Planning Commission has considered in making a decision. Findings shall identify the rationale behind the decision to take a certain action.

Conditional Use Permit (Section XI-10-57.04(F)(1))

a. *The proposed use, at the proposed location will not be detrimental or injurious to property or improvements in the vicinity nor to the public health, safety, and general welfare.*

   The project will not have detrimental or injurious impacts on the property or to improvements in the vicinity of the property, as the applicant has demonstrated a commitment to offering a safe and orderly environment. To that effect, the resolution includes several project specific Conditions of Approval to address safety and security, as requested by the Fire and Police Departments.

b. *The proposed use must be consistent with the Milpitas General Plan*

   The proposed project is consistent with the policies of the General Plan, as demonstrated in Table 2 above.

c. *The proposed use must be consistent with the Milpitas Zoning Ordinance.*

   The proposed entertainment use conforms to the Milpitas Zoning Ordinance in that the entertainment use is conditionally permitted in the Heavy Industrial (M2) zoning district, per Milpitas Municipal Code Table XI-10-7.02-1. In addition, parking for the site has been determined to be adequate as shown in the results of the parking analysis.

ENVIRONMENTAL REVIEW

The proposed project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Existing Facilities). As a separate and independent basis, this project is exempt from further environmental review pursuant to CEQA Guidelines Section 15182 (Projects Consistent with a Community Plan, General Plan or Zoning). The project proposes an entertainment use that is consistent with the Milpitas General Plan and Zoning Ordinance and conforms to all required development standards. Per the conditions of Resolution No 18-012, the project will not be detrimental to property, improvements, nor public health, safety, and general welfare.

PUBLIC COMMENT/OUTREACH

Staff provided public notice of the application in accordance with City and State public noticing requirements. As of the time of writing this report, there have been no inquiries from the public. A notice was published in the Milpitas Post on November 30, 2018. In addition, 66 notices were sent to owners and occupants within 1,000 feet of the project site. A public notice was also provided on the project site, on the City's Website, www.ci.milpitas.ca.gov, and posted at City Hall.

CONCLUSION

The project proposal is consistent with the Milpitas General Plan and Zoning Ordinance and includes Conditions of Approval to minimize any impacts and to promote the health and safety of individuals at the site. As conditioned, the project will not be detrimental to property, improvements, nor public health, safety, and general welfare.

RECOMMENDATION

STAFF RECOMMENDS THAT the Planning Commission:

1. Open and Close Public Hearing
2. Consider the Exemption in accordance with CEQA
3. Adopt Resolution 18-023 approving **Conditional Use Permit No. P-UP18-0008** to allow an entertainment use (charity bingo) within and existing building located an industriál zone subject to the stated Findings and Conditions of Approval.

ATTACHMENTS

A: Resolution 18-023
B: Project Description and Security Plan
C: Project Plans

CITY OF MILPITAS

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479
GENERAL INFORMATION: 408-586-3000, www.ci.milpitas.ca.gov

2/15/2019
Agenda Item No. 11

ATTACHMENT RELATED TO AGENDA ITEM AFTER AGENDA PACKET DISTRIBUTION

City Clerk's Office
FEB 19 2019
RECEIVED

N

State of California
Secretary of State

Statement of Information
(Domestic Nonprofit, Credit Union and General Cooperative Corporations)

Filing Fee: $20.00. If this is an amendment, see instructions.
IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

G414152

FILED

In the office of the Secretary of State of the State of California

FEB-14 2019

This Space for Filing Use Only

1. **CORPORATE NAME**
MILPITAS CHARITY BINGO, INC.

2. **CALIFORNIA CORPORATE NUMBER**
C4007840

Complete Principal Office Address (Do not abbreviate the name of the city. Item 3 cannot be a P.O. Box.)

3. STREET ADDRESS OF PRINCIPAL OFFICE IN CALIFORNIA, IF ANY | CITY | STATE | ZIP CODE
461 S. MILPITAS BLVD., SUITE C, MILPITAS, CA 95035

4. MAILING ADDRESS OF THE CORPORATION | CITY | STATE | ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

5. CHIEF EXECUTIVE OFFICER/ | ADDRESS | CITY | STATE | ZIP CODE
MARK J. DETAR 461 S. MILPITAS BLVD., SUITE C, MILPITAS, CA 95035

6. SECRETARY | ADDRESS | CITY | STATE | ZIP CODE
LOREN B. VACCAREZZA 461 S. MILPITAS BLVD., SUITE C, MILPITAS, CA 95035

7. CHIEF FINANCIAL OFFICER/ | ADDRESS | CITY | STATE | ZIP CODE
LOREN B VACCAREZZA 461 S. MILPITAS BLVD., SUITE C, MILPITAS, CA 95035

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 9 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 9 must be left blank.

8. NAME OF AGENT FOR SERVICE OF PROCESS [Note: The person designated as the corporation's agent MUST have agreed to act in that capacity, prior to the designation.]
LOREN BRYAN VACCAREZZA

9. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, **IF AN INDIVIDUAL** | CITY | STATE | ZIP CODE
1590 BERRYESSA ROAD, SAN JOSE, CA 95133

Common Interest Developments

10. ☐ Check here if the corporation is an association formed to manage a common interest development under the Davis-Stirling Common Interest Development Act, (California Civil Code section 4000, et seq.) or under the Commercial and Industrial Common Interest Development Act, (California Civil Code section 6500, et seq.). The corporation must file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code sections 5405(a) and 6760(a). Please see instructions on the reverse side of this form.

11. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE
02/14/2019	LOREN VACCAREZZA	ATTORNEY	

City Clerk's Office
FEB 19 2019
RECEIVED

N

State of California
Secretary of State

Statement of Information
(Domestic Nonprofit, Credit Union and General Cooperative Corporations)

Filing Fee: $20.00. If this is an amendment, see instructions.
IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

G024088

FILED

In the office of the Secretary of State of the State of California

SEP-06 2018

This Space for Filing Use Only

1. **CORPORATE NAME**
MILPITAS CHARITY BINGO, INC.

2. **CALIFORNIA CORPORATE NUMBER**
C4007840

Complete Principal Office Address (Do not abbreviate the name of the city. Item 3 cannot be a P.O. Box.)

3. STREET ADDRESS OF PRINCIPAL OFFICE IN CALIFORNIA, IF ANY | CITY | STATE | ZIP CODE

4. MAILING ADDRESS OF THE CORPORATION | CITY | STATE | ZIP CODE
LOREN B. VACCAREZZA, ESQ. 461 S. MILPITAS BLVD., SUITE C, MILPITAS, CA 95035

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

5. CHIEF EXECUTIVE OFFICER/ | ADDRESS | CITY | STATE | ZIP CODE
MARK J. DETAR 461 S. MILPITAS BLVD. SUITE C, MILPITAS, CA 95035

6. SECRETARY | ADDRESS | CITY | STATE | ZIP CODE
LOREN B VACCAREZZA 461 S. MILPITAS BLVD. SUITE C, MILPITAS, CA 95035

7. CHIEF FINANCIAL OFFICER/ | ADDRESS | CITY | STATE | ZIP CODE
LOREN B VACCAREZZA 461 S. MILPITAS BLVD, SUITE C, MILPITAS, CA 95035

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 9 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 9 must be left blank.

8. NAME OF AGENT FOR SERVICE OF PROCESS [Note: The person designated as the corporation's agent MUST have agreed to act in that capacity prior to the designation.]
LOREN B VACCAREZZA

9. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, **IF AN INDIVIDUAL** | CITY | STATE | ZIP CODE
1590 BERRYESSA ROAD, SAN JOSE, CA 95127

Common Interest Developments

10. ☐ Check here if the corporation is an association formed to manage a common interest development under the Davis-Stirling Common Interest Development Act, (California Civil Code section 4000, et seq.) or under the Commercial and Industrial Common Interest Development Act, (California Civil Code section 6500, et seq.). The corporation must file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code sections 5405(a) and 6760(a). Please see instructions on the reverse side of this form.

11. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE
09/06/2018	LOREN B VACCAREZZZA	ATTORNEY	

4007840

City Clerk's Office
FEB 19 2019
RECEIVED

ARTS-PB-501(c)(3)

Secretary of State
Articles of Incorporation of a Nonprofit Public Benefit Corporation

FILED
Secretary of State
State of California
APR 03 2017

IMPORTANT — Read instructions before completing this form.

Filing Fee – $30.00

Copy Fees – First page $1.00; each attachment page $0.50; Certification Fee - $5.00

Note: A separate California Franchise Tax Board application is required to obtain tax exempt status. For more information, go to *https://www.ftb.ca.gov.*

This Space For Office Use Only

1. Corporate Name (Go to *www.sos.ca.gov/business/be/name-availability* for general corporate name requirements and restrictions.)

The name of the corporation is Milpitas Charity Bingo, Inc.

2. Business Addresses (Enter the complete business addresses. Item 2a cannot be a P.O.Box or "in care of" an individual or entity.)

a. Initial Street Address of Corporation - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
461 S. Milpitas Blvd., Suite C	Milpitas	CA	95035
b. Initial Mailing Address of Corporation, if different than Item 2a	**City (no abbreviations)**	**State**	**Zip Code**

3. Service of Process (Must provide either individual OR Corporation.)

INDIVIDUAL – Complete Items 3a and 3b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
Loren	Bryan	Vaccarezza	

b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
1590 Berryessa Road	San Jose	CA	95133

CORPORATION – Complete Item 3c. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 3a or 3b

4. Purpose Statement

Item 4a: One or both boxes must be checked.
Item 4b: If "public" purposes is checked in Item 4a, or if you intend to apply for tax-exempt status in California, you must enter the specific purpose in Item 4b.)

a. This corporation is a nonprofit **Public Benefit** Corporation and is not organized for private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for: ☑ **public** purposes. ☑ **charitable** purposes.

b. The specific purpose of this corporation is to provide funding for charitable organizations within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986.

5. Additional Statements (See Instructions and Filing Tips.)

a. This corporation is organized and operated exclusively for the purposes set forth in **Article 4** hereof within the meaning of Internal Revenue Code section 501(c)(3).

b. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

c. The property of this corporation is irrevocably dedicated to the purposes in **Article 4** hereof and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.

d. Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for **charitable, educational and/or religious** purposes and which has established its tax-exempt status under Internal Revenue Code section 501(c)(3).

6. Read and Sign Below (This form must be signed by each incorporator. See Instructions. Do not include a title.)

Signature

LOREN B. VACCAREZZA
Type or Print Name

2017 California Secretary of State
www.sos.ca.gov/business/be

Milpitas Charity

Milpitas Charity BINGO

Charity Bingo Regulations

All Charity Bingo games must be conducted by non-profits, charities, churches, and foundations.

No one can receive a salary, tip, or commission from a Charity Bingo game (volunteer workers).

Charity Bingo regulated by the State (Penal Code section 326.5), and the City of Milpitas Municipal Code (Title III, Chapter 7).

Municipal Code permits two Charity Bingo licenses to offer Bingo up to five days a week.

Charity Bingo games must conclude each night by 10:30 pm.

No alcohol is allowed to be consumed at games.

Only adults 18 or older are allowed to play Charity Bingo.

Milpitas Charity BINGO

Planning Commission Approved Conditional Use Permit 12/12/18

Games to be held 5 days a week (Wednesday through Sunday).

Hours 5:30 pm to 10:30 pm weekdays, and 2 pm to 10:30 pm on weekends.

Parking meets City standards.

Lighting in parking lot to be enhanced to police requirements

Three uniformed security guards to be present during Bingo game operations.

Digital camera system to include cameras at facility entrances, parking lot, and cash control areas.

Milpitas Police allowed to inspect all records and receipts of Bingo games at any time.

Milpitas Charity BINGO

Non-Profit Partners & Community Benefits

- Milpitas Rotary Club
- Milpitas Chamber of Commerce
- Counseling and Support Services
- Rebuilding Silicon Valley
- Humane Society of SV
- Curtner Elementary PTA
- Spring Valley Firefighters
- Russell MS PTSA
- Milpitas Education Endowment
- Milpitas Historical Society
- Bay Area Tutoring
- Burnett Elementary PTA

Goal of $1 million dollars a year contributed to local non-profits, foundations, charities and churches

Support and promote other Milpitas charity bingo games (St. John's Church)

Community use of facility available on non-bingo nights

Corporate/Non-profit Partnership Program.

Bingo Games application - Milpitas Charity Bingo, Inc.

February 19, 2019

City of Milpitas

455 E. Calaveras Blvd., Milpitas, CA 95035
www.ci.milpitas.ca.gov • (408)-586-3000

Bingo in Milpitas

- As a game of chance with cash prizes, Bingo Games are regulated by state law (Penal Code)
- Milpitas Municipal Code Title III Chapter 7 Sections 1-32 provides local regulation. It was updated by Milpitas City Council upon adoption of Ordinance No. 198.5 on June 5, 2018, following recommendation by City Council Subcommittee on Non-Profits.
- Currently, 3 licensed Bingo Games operate in Milpitas, 2 offered weekly. All recently renewed their licenses and paid $50.00 annual fee (due February 1).

Milpitas Charity Bingo, Inc.

- Application submitted to City Clerk on May 21, 2018
- 461 S. Milpitas Blvd. Space C is zoned Heavy Industrial, so a Conditional Use Permit for Entertainment Use for a charity bingo facility was required.
- CUP request - heard at the Planning Commission at a public hearing on December 12, 2018.
- Resolution 18-023 was adopted upon unanimous vote by Commissioners, with 36 conditions required.

Location site map

Milpitas Charity Bingo, Inc.

- Federal Tax-exempt 501(c)(3) status per IRS on October 23, 2017 (letter in agenda packet)
- State of California Franchise Tax Board shall exempt the organization from state tax (document pending)
- Milpitas Charity Bingo intends to provide funding to local non-profit groups including CASSY, MUSD PTAs, Humane Society Silicon Valley, Spring Valley Firefighters
- Volunteers from non-profits will assist with operation of the games on assigned nights

Bingo Operation

- Bingo hours are proposed at 461 S. Milpitas Blvd. from 5:00 – 10:30 PM on Wednesday – Sunday
- Daytime hours were not authorized in the CUP conditions
- Application does request 2:00 – 5:00 PM on Saturdays and Sundays, however those additional hours would require amendment to CUP Conditions of Approval

Recommended Actions:

1. Receive staff report and open the public hearing.
2. Following all comments, move to close the public hearing.
3. Consider all materials submitted including CUP Conditions of Approval, comments from the public and the applicant, and move to approve bingo game license for Milpitas Charity Bingo, Inc.

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	Receive Report and Provide Direction on Residential Short-Term Rental Regulation Options
Category:	Community Development
Meeting Date:	2/19/2019
Staff Contact:	Daniel Degu, 408-586-3054
Recommendation:	Discuss and provide direction regarding potential regulation for residential short-term rentals.

BACKGROUND:

Short-term rentals (STRs) allow partial to entire-home rental to lodgers seeking short-term accommodations, often through online rental marketplaces, for a period of 30 or fewer days. Several online marketplaces like Airbnb (Air-bed and breakfast), HomeAway, and VRBO (Vacation Rentals by Owner), have enjoyed a rapid rise to relevancy as a global branded peer-to-peer home-sharing industry. STR use is growing, causing local municipalities to address transitory lodging in residential neighborhoods more than ever before. Many Bay Area local municipalities in Santa Clara County (as outlined below), have faced, and are beginning to address the regulation of short-term rentals.

STRs bring numerous benefits to those who operate them, and their guests. At the same time, the intensive use of STRs in residential zoning districts has the potential to change the character of a residential neighborhood if left unregulated. The Milpitas Municipal Code currently defines STRs as hotels generally and does not allow them in any residential zoning district.

ANALYSIS:

The City Council has the authority to regulate or prohibit STRs within City limits. STRs typically provide guests with social benefits and a local experience differing from a traditional hotel or motel. STRs can also provide ancillary income to residential property owners, help expand the City's tourism and transient occupancy opportunities during peak hotel or motel occupancy times, such as major sporting events, and help stimulate commercial activity throughout the city.

As highlighted in the Background section above, the City's municipal code currently defines STRs as hotels. Broadly defined in terms of individual sleeping or living units for paying temporary guests, this definition for hotels covers inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, dormitory, public or private club, and mobilehomes. Furthermore, STRs are currently prohibited from operating in all five of the City's residential zoning districts, but may operate, via conditional use or by-right, in all three mixed-use zoning districts, and are conditionally allowed in three out of the five commercial zoning districts and in all three industrial zoning districts.

The City's current code also requires STRs to obtain a business license and regulates STRs by requiring the operators to collect and remit transient occupancy tax (TOT). To proactively enforce the current code requirements for STRs or to move forward with a new regulatory program could require additional staff effort, primarily because STR services do not provide basic information like an operator's full name, exact address, or occupancy rates for their listings.

Regulations for STRs can be tailored to fit the unique needs of the community. Thus far, there is no standard practice amongst municipalities, although the variables are relatively consistent. Municipalities in Santa Clara County have followed suit by taking different stances on the regulation of STRs. The cities of Cupertino, Los Altos Hills, Los Gatos, Mountain View, San Jose, and Sunnyvale are either actively regulating STRs or considering the regulation of STRs, while the cities of Campbell, Gilroy, Monte Sereno, Morgan Hill, Palo Alto, Santa Clara, and Saratoga have no regulation in

place for STRs or prohibit the use of STRs entirely. **Exhibit A** (attached) provides a comprehensive overview of how municipalities in Santa Clara County have responded to STRs. Staff has identified the following 8 regulations that have been consistently addressed by those local municipalities that regulate STRs. These and others may be considered by the City Council for implementation:

1) Impose TOT registration and compliance on STRs.

Staff Comment: Already a code requirement, but not actively enforcing for STRs. The City could contract with a third-party vendor to monitor STR listings, operate a hotline for residential complaints, and provide initial compliance communications with STR operators.

2) Require an STR business license and annual license fee.

Staff Comment: Already a code requirement. Calculated to cover all the City's costs of administering an STR program.

3) Require an STR special-use permit.

Staff Comment: Would require a zoning amendment. Permit would provide the City with basic information like an operator's full name, exact address, or occupancy rates for their listings needed to identify and cite violators.

4) Require a local contact person.

Staff Comment: The local contact person shall be available during the term of any stay for the purpose of responding to complaints or emergencies.

5) Limit the number of days allowed per year.

Staff Comment: Municipalities in Santa Clara County have taken varied stances (e.g., unlimited, 60, 90, or 180 days per year). Un-hosted rental days per year are typically significantly less than the number allowed for hosted rentals.

6) Limit the number of guests at one time.

Staff Comment: The number of guests could be calculated based on two adults per room plus one additional person per STR unit.

7) Limit the number of STRs.

Staff Comment: Some cities only allow one unit per parcel to be used as an STR. For example, if a home has an accessory dwelling unit (ADU), only the primary dwelling or the ADU could be allowed for STR but not both.

8) Address on-site and off-site parking requirements.

Staff Comment: Some municipalities require that parking related to STR use be contained on-site or limit the number of vehicles.

STRs have grown over 800 percent since 2011, according to Host Compliance, and totaled an unprecedented eight million rental listings worldwide in 2017. According to Host Compliance, there were approximately 341 STRs available within our City limits as of November 2018. Of the 341 STRs available within Milpitas, roughly 235 STRs (69 percent) are single-family, 85 STRs (25 percent) are multi family, and 21 STRs (6 percent) are unknown property types. Furthermore, of the 341 STRs available about 197 STRs (58 percent) are considered a partial home rental while 126 STRs (37 percent) are listed as an entire home.

Moreover, of the 341 STRs available within Milpitas, roughly 220 STRs (64.5 percent) are listed with Airbnb as of July 2018, according to Airbnb officials. With the majority of STR operators in Milpitas utilizing Airbnb, City staff engaged Airbnb regarding entering into a voluntary tax collection agreement with the City that would result in Airbnb collecting

TOT on behalf of its users and remitting the revenue directly to the City. Over 45 California municipalities have executed a tax collection agreement with Airbnb, including the cities of Cupertino, Morgan Hill, Palo Alto, San Jose, Santa Clara, and Sunnyvale.

With City Council direction, staff will begin exploring a voluntary tax collection agreement with Airbnb for the collection and remittance of the City's TOT. Staff estimates that the City could generate an additional $237,000 in TOT revenue annually by executing a voluntary tax collection agreement with Airbnb. This estimate is based on activity from July 2018 showing 220 active rentals in Milpitas and annual host earnings totaling $7,700. The funds from the tax would be deposited into the City's TOT account in the General Fund.

City staff has conducted community engagement through social media such as Nextdoor, Facebook, and the city website. Two community meetings on STRs, in conjunction with ADUs, were held on December 13, 2018 and January 17, 2019. Attendees received an oral presentation from Economic Development and Planning staff and answered questions. Community members at these meetings were in support of STRs with comments including that supplemental income from STRs are good for both the residential property owner and City, and questions were asked about business license requirements and safety requirements such as smoke detectors and fire extinguishers. A community survey on STRs was launched on December 28, 2018, and was disseminated through the City's website, social media, flyers and the City's local access government channel. **Exhibit B** (attached) provides a summary of the survey results.

The City Council may choose between one of several options.

1. The City may allow STRs, but limit their use. STRs are currently a prohibited use in every residential zone, but the City may amend the zoning code to make STRs an allowed or conditionally allowed use, in which case the City's current business-license and transient-occupancy tax regulations would continue to apply. Every STR operator would have to obtain a business license and collect and remit TOT unless the City were to amend its code to remove those requirements. Also, if the City were to make STRs an allowed use, it may choose to impose new transitory-lodging-specific licensing and permitting requirements, good-neighbor rules, and use restrictions and provide additional enforcement tools. Amending the zoning code requires recommendation by the Planning Commission and approval by the City Council. Staff anticipates that the Planning Commission will forward its recommendation to the City Council in April 2019 and the City Council will consider ordinance adoption in May 2019.

    a. If City Council chooses option 1, consider directing the City Manager to explore a Voluntary Collection Agreement with Airbnb for collection of the City's transient-occupancy tax on behalf of Airbnb hosts who rent their residences to others using the Airbnb lodging platform.

2. Alternatively, the City may prohibit all transitory lodgings.

3. The last option is to exempt STRs from all local regulation except the City's existing business license and TOT requirements.

POLICY ALTERNATIVES:

This item is presented for City Council information, discussion, and direction to staff regarding potential regulation for short-term rentals. No policy action is recommended at this time.

FISCAL IMPACT:

No funding is requested at this time. City staff could propose additional allocation of resources based on City Council preference for a specific short-term rental regulatory program. To the extent that the City is successful in achieving a Voluntary Collection Agreement with Airbnb for the collection of the City's Transient Occupancy Tax on short-term rentals, subject to City Council approval, general fund revenues could increase by approximately $237,000 per year.

California Environmental Quality Act (CEQA):

The proposed action — to hold a study session and direct staff to recommend new STR regulations if desired — does not itself constitute a "project" under CEQA because it would not itself affect the environment in any way. Therefore CEQA does not apply. Even if the proposed project were a project under CEQA, the proposed action would be statutorily exempt under 14 Cal. Code Regs. § 15262 (exempting feasibility and planning studies). Any amendments that staff might recommend as a result of a study would be subject to a separate CEQA analysis when the amendments go before the appropriate legislative bodies (commission and council).

Attachment:

1. Exhibit A: Short-Term Rental Comparison Chart
2. Exhibit B: Short-Term Rental Survey Results

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COMPARISON CHART OF SHORT-TERM RENTAL REGULATIONS IN OTHER SANTA CLARA CITIES

City	* -- Cupertino	Los Altos Hills	Mountain View	San Jose	Sunnyvale
Days/Year Permitted: A. Host Present B. Host Not Present	A. Unlimited B. 60 Days/Yr.	A. None Specified B. None Specified	A. Unlimited B. 60 Days/Yr.	A. Unlimited B. 180 Days/Yr.	A. Unlimited B. Prohibited
Host Registration Requirements: A. Application/Permit B. License	A. STR Permit B. Business License	A. Not Specified B. STR License	A. Annual Registration B. Business License	A. Not Specified B. Business License	A. STR Application B. Business License
Local Contact Person	Required	Not Specified	Required	Required	Not Required (Host Already On-site)
Airbnb Agreement	Yes, 2018	No	No, Currently Exploring	Yes, 2015	Yes, 2018
Limit on STRs Per Property	One STR Rental Per Night	One STR Unit Per Property	Not Specified	Not Specified	Not Specified
Parking Requirements	On-site parking per zoning requirements.	On-site in approved parking areas with no overnight street parking.	Comply with residential parking standards and no designated parking required.	On-site parking per zoning requirements.	Not Specified
Maximum Occupancy Limits	2 times the number of bedrooms in the structure plus 2.	Not Specified	Not Specified	A. Host Present 3/one-family dwelling or mobilehome; 2/two-family or multi family dwelling. B. Host Not Present 2/studio unit; 3/first bedroom; 2/subsequent room, not to exceed 10 total users.	4 guests per night excluding children

* Proposed Regulation.

Note: The cities of Cupertino, Los Altos Hills, Los Gatos, Mountain View, San Jose, and Sunnyvale are either actively regulating STRs or considering the regulation of STRs, while the cities of Campbell, Gilroy, Monte Sereno, Morgan Hill, Palo Alto, Santa Clara, and Saratoga have no regulation in place for STRs or prohibit the use of STRs entirely. The cities of Cupertino, Morgan Hill, Palo Alto, San Jose, Santa Clara, and Sunnyvale have already executed a voluntary tax collection agreement with Airbnb.

Short-term Rentals in Milpitas

February 8, 2019, 4:28 PM

Contents

i.	Summary of responses	2
ii.	Survey questions	6
iii.	Individual responses	7

Short-term Rentals in Milpitas

Should the City of Milpitas have a short-term rental policy for the City? And if so, what should it look like?

Summary Of Responses

As of February 8, 2019, 4:28 PM, this forum had:		Topic Start
Attendees:	139	December 28, 2018, 2:18 PM
Responses:	77	
Hours of Public Comment:	3.9	

QUESTION 1

1. Please select all of the following that apply to you?

	%	Count
Milpitas resident	93.5%	72
Employee in Milpitas	9.1%	7
Homeowner	62.3%	48
Renter - single family home or multifamily/apartment	11.7%	9
Business owner	9.1%	7
Other	1.3%	1

QUESTION 2

2. Have you ever used a short-term rental service (i.e. Airbnb, VRBO, HomeAway, etc.)? (select all that apply)

	%	Count
Used it in my travels	67.5%	52
Rented a room in my home for less than 30 days	3.9%	3
Rented out my entire house for less than 30 days	1.3%	1

Short-term Rentals in Milpitas

Should the City of Milpitas have a short-term rental policy for the City? And if so, what should it look like?

	%	Count
None of the above	32.5%	25

QUESTION 3

3. What values do you see in allowing short-term rental of residential property? (select all that apply)

	%	Count
Provides additional income	73.3%	55
Gives alternatives to standard hotel and motels	86.7%	65
Other	18.7%	14

QUESTION 4

4. If allowed, what do you see as potential issues? (select all that apply)

	%	Count
Noise	47.7%	31
Traffic	26.2%	17
Safety	49.2%	32
Parking	61.5%	40
Other	43.1%	28

QUESTION 5

5. If you are NOT supportive of allowing short-term rentals in Milpitas, would you be more supportive if the owner/resident lived in the unit while it is being rented?

Short-term Rentals in Milpitas

Should the City of Milpitas have a short-term rental policy for the City? And if so, what should it look like?

	%	Count
Yes, I would be more supportive	18.9%	14
No, I would still not support allowing short-term rentals	16.2%	12
I am generally supportive of short-term rentals	64.9%	48

QUESTION 6

6. Short-term rental guests may require parking during their stays. Which of the following rules would you support to address short-term rental parking?

	%	Count
All short-term rental parking should be contained on-site (at the property) or off-site (street parking adjacent to the property)	19.5%	15
All short-term rental parking should only be contained on-site (at the property)	49.4%	38
All short-term rental property should only be contained off-site (street parking adjacent to the property)	1.3%	1
I am not concerned about short-term rental parking	29.9%	23

QUESTION 7

7. Should a local contact person be designated by the property owner (Host)? A local contact person means a person designated by the Host who shall be available during the term of any stay for the purpose of responding to complaints or taking action to resolve such complaints.

	%	Count
Yes, a local contact person should be required for short-term rentals	74.0%	57
No, a local contact person should not be required for short-term rentals.	16.9%	13
Other	9.1%	7

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Receive a Staff Presentation and Approve New FY2018-19 Capital Improvement Program Project No. 3451, The Pines Pilot Parking Permit Program**
Category:	Community Services and Sustainable Infrastructure
Meeting Date:	2/19/2019
Staff Contact:	Steve Chan, 408-586-3324 Steve Erickson 408-586-3301
Recommendation:	Receive a staff presentation and approve New FY2018-19 Capital Improvement Program Project No. 3451, The Pines Pilot Parking Permit Program, and Approve a budget appropriation of $230,000 from FY 2017-18 General Fund Surplus to Project No. 3451

Background:

The Pines is a single-family neighborhood of 976 homes, generally bounded by Great Mall Parkway to the north, South Abel and South Main Streets to the east, Montague Expressway to the south, and I-880 to the west. The entire Pines neighborhood is estimated to accommodate up to 2,000 on-street parking spaces. Similar to many residential neighborhoods in Milpitas, the streets are public without restriction of whom may park along the street; however, the City's Municipal Code prohibits vehicles from parking in the same location for longer than 72 hours.

The eastern half of The Pines neighborhood between Fallen Leaf Drive and Able Street includes 407 homes. Fallen Leaf Drive and the adjacent streets within this area of The Pines neighborhood have historically experienced on-street parking problems prior to the completion of the apartment buildings in 2015. More recently, Residents have expressed concern that the problem with limited on-street parking is a result of the spaces being used by apartment residents from the Apex and Ilara developments located along Abel and South Main Streets.

Staff contracted with Nelson-Nygaard, a transportation planning firm to conduct parking surveys, and to assess community support for implementation of a parking permit program to determine if improvement to first-come-first served access to on-street parking could be achieved. Two comprehensive surveys were completed, and a Pines community meeting was held last November 2017. Only 244 households (25 percent) responded to the initial survey which included the entire neighborhood. Of the 244 responses received, only 146 supported a parking permit program. The survey results also indicate that Pines residents own an average of 3.3 vehicles per household and a majority of households park on streets rather than their driveways or garage, which is contributing to the limited on-street parking space availability.

Due to the low response rate to the initial parking survey, a second in-person survey was completed by Nelson-Nygaard in Spring 2018. This second survey focused on the 407 Pines households along Capitol Avenue, Fallen Leaf Drive and adjacent streets, where many of the concerns regarding parking impacts were received. Response to the second survey was improved at 269 (66%) responses received. Approximately 132 (49%) of responding households supported a form of a parking permit program; however, support lessen if there was a fee associated with the parking permit program.

On August 21, 2018, staff recommended implementation of a short term Pilot Parking Permit Program to the City Council. The Pilot Parking Permit Program would be focused to the 407-home area, and would not exceed

a duration of 6 months as a trial to determine if on-street parking conditions improved. The Pilot program would provide free parking permits to the 407 residents of The Pines residing within the pilot area, and the program would apply to the following streets:

- Capitol Avenue from Abel Street to Venus Street;
- Moon Court;
- Evening Star Court;
- Sun Court;
- Polaris Court;
- Woodland Court;
- Sunrise Way;
- Stellar Way;
- Moonbeam Way;
- Fallen Leaf Drive from Capitol Avenue to Greenwood Way;
- Evergreen Way;
- Greentree Way;
- Greentree Circle;
- Lonetree Court;
- Cedar Way; and
- Cedar Court.

Pilot program specifics include:

- Permit program managed and administered by a contractor;
- 6-month trial duration within the focus-area;
- Permit would be required to park on street from mid-night to 6 AM, 7-days/week;
- 3 no-cost parking permits designated per household;
- Proof of vehicle registration and proof of residency on specified streets;
- Permit enforcement would be complaint based and one random night per week by Milpitas Police; and
- Citations would be issued for lack of display of permit and for all violations of the State Vehicle Code and City Municipal Codes, including illegal head-in parking within cul-de-sacs.

Desired goals of the pilot program:

- Verification if parking problem is caused by residents outside The Pines;
- Determine if program improves the availability of on-street parking;
- Determine community support to continue parking permit upon completion of pilot program;
- Identify cost/benefit of administration and enforcement of parking permit program; and
- Determine if parking permit program could be replicated in other areas of the city.

At the August 21, 2018 meeting, City Council directed staff to further engage The Pines residents and to bring back additional information for consideration. The additional information requested by Council included:

- Investigate feasibility of relinquishment of streets within The Pines to the HOA for enforce of on-street parking;

- Verify if Apex Apartment and Ilara Apartment projects are conforming to requirements of the projects Conditions Of Approval, and to provide information on the apartment's on-site parking management practices;

- Determine if there is a Municipal Code requirement that residents have to park their vehicle in their garage or driveway;

- Analyze the feasibility and support of shared use parking agreements with adjacent properties such as the Milpitas School District to provide additional parking opportunities;

- Provide additional outreach to The Pines with specifics on the proposed Pilot program; and

- Identify a funding source for a pilot parking program and identify measures for cost recovery.

Analysis:

Street Relinquishment:

Planning, Engineering, and Police Department staff attended a Pines Home Owners Association (HOA) meeting on September 10th, 2018 to open a dialog regarding public street relinquishment to Pines HOA. The Pines HOA board members stated their by-laws do not grant HOA authority to assume public street relinquishments. Therefore, relinquishing City ownership of the neighborhood streets to the HOA for parking enforcement is not feasible.

Apex/Ilara Conditions of Approval:

Planning staff reviewed Apex Apartment and Ilara Apartments' conditions of approval for compliance with on-site parking requirements. Both apartments provide the required number of on-site parking spaces in conformance with their conditions of approval. In August 2018, Police Department conducted night surveys of available parking within both apartment garage structures and noted ample available parking spaces were available during the overnight periods. Planning and Police Department staff met in January 2019 with Apex Apartment and Ilara Apartment management staff to discuss best parking management practices to more effectively utilize their on-site parking for the benefit of their tenants and as well as Pines community. Both apartment buildings' management staff indicated they have an on-site permit parking program, and all vehicles with permits have available garage parking spaces. Additionally, there are still on-site surplus parking spaces available for rent in both apartment complexes.

Code Enforcement Requirement for use of garage/driveway:

The Planning Department reviewed the Municipal Code and determined there is no requirement that residents utilize their driveways or garages for parking their vehicles.

Shared Parking Agreements:

Staff discussed the concept of shared parking agreements with the Milpitas Unified School District and the owner of the Liberty Plaza property on Abel Street to explore the use of their parking lots as a means to supplement parking supply. The Milpitas United School District is open to an after-hours shared use parking agreement concept at the Zanker elementary school site. Liberty Plaza property management was non-responsive. Furthermore, residents in the northeast area of The Pines closest to Apex and Ilara Apartments expressed low support of shared use parking agreements based on the most recent survey result described below.

Additional Outreach:

Mailers with details of the Pilot Parking Permit Program were sent to 407 households in the northeast area of Pines. The mailer information was also posted on The Pines neighborhood forum on the Nextdoor website. An additional online survey was conducted in Fall 2018 to gather additional input on the Pilot Parking Permit Program from the 407 households within the pilot program area. 64 (16%) households responded to this additional survey. 36 households supported a pilot parking permit program, and 28 households did not support it. Additionally, 48 households were not interested in the idea of shared use parking agreements with property owners such as the school district; however, 16 households were in favor. The results of this last survey are consistent with responses to previous surveys.

Estimated Pilot Program Cost:

A 6-month pilot parking permit program is estimated to cost $300,000 which includes initial one-time set-up improvements, administration, management, police enforcement costs, public noticing, and a final after study report to be completed by the City's consultant. The initial program set-up costs would be one-time costs estimated at $230,000 including installation of regulatory street signage, public noticing, and the final study report of the findings at the conclusion of the pilot program. The creation of a new Capital Improvement Program (CIP), Project No. 3451, funded from FY 2017-18 General Fund Surplus is recommended to fund the

implementation of this 6-month Pilot Parking Permit program. $230,000 in funding is requested for this new CIP Project.

It is estimated that $70,000 from the General Fund will be required for administration of the permit system and enforcement by the Police Department. There would be some minor offset of program enforcement cost through revenue the City receives from parking citations. The amount of offset through citation revenue would be dependent on the number of citations issued. The current fine or bail amount for a routine parking citation is $50, and the City receives approximately $34.08 in revenue for each citation. In addition, while providing enforcement of the pilot parking permit program, officers will also be looking for and issuing citations for all violations of the Vehicle Code. The Police Department also has a desire to raise the bail amount for parking violations, and this will be explored further through the upcoming budget process.

Costs related to program administration of the permit system could be partially off-set by requiring a nominal fee for each permit requested by a household as part of the pilot program. The pilot program, as described above included 3 no-cost parking permits to each of the 407 households within study area. Staff does not recommend the addition of a fee at this time as it may dissuade participation. However, the Council may wish to consider and direct the implementation of a fee for each permit not to exceed $10 or $15 to off-set General Fund expenditures for program administration for the 6-month pilot project.

The following is an itemization of the estimated cost for the 6-month pilot program:

Item	**Est. One-Time Setup Cost**	**Estimated 6 Month Implementation Cost**
Permit Administration	-	$25,000.00
Parking Enforcement	-	$45,000.00
Public Noticing	$10,000.00	-
New Regulatory Signage	$195,000.00	-
After Study	$25,000.00	-
Total		**$300,000.00**

After completion of the 6-month Pilot Program, a program study report will be completed to assess the effectiveness of the program. The report will provide feedback from residents/users, provide itemized programs total costs, recommend changes and additions, and will recommend the implementation of cost recovery methods such as a fee based permit system if the permit parking program within The Pines were to continue indefinitely. The report and findings will be presented to the City Council along with a recommendation.

Policy Alternatives:
Alternative No. 1: Do not proceed with Pilot Parking Permit Program and continue to allow on-street parking without restrictions.

Pros: The existing conditions would continue in that limited on-street parking availability will be accessible to all, and there would not be a $300,000 city expenditure for a pilot program.
Cons: Not proceeding with the pilot parking permit program would continue the limited availability of on-street parking space within The Pines neighborhood, and it would remain unknown if the nearby apartment developments were causing the Pines parking problem.
Reason not recommended: Staff recommends proceeding with the pilot program to determine if the availability of on-street space can be improved.

Alternative No. 2: Consider implementation of a fee for each parking permit not to exceed $10 or $15 to off-set General Fund expenditure for program administration for the 6-month pilot project.

Pros: Addition of a fee would offset General Fund expenditures related to pilot program administration costs.
Cons: The implementation of a fee based permit at this time for the pilot program may dissuade residents from participating in the program.
Reason not recommended: It is recommended to attract as many participants in the pilot permit parking program as possible to help determine if the program is viable for The Pines neighborhood as well as the programs transferability to other parts of the City. The inclusion of a fee based permit at this time may limit program participation.

Fiscal Impact: The creation and funding of a new FY 2018-19 Capital Improvement Program Project No. 3451 with $230,000 from FY 2017-18 General Fund Surplus in addition to a General Fund expenditure of $70,000 will be required to implement this pilot program. The balance of FY 2017-18 General Fund Surplus is currently $3,165,912.

California Environmental Quality Act: The project is exempt under Section 15301 (Existing Facilities) of the CEQA Guidelines.

Recommendations:
1) Receive a staff presentation.
2) Approve a new FY 2018-19 Capital Improvement Program Project No. 3451, The Pines Pilot Parking Permit Program
3) Approve a budget appropriation of $230,000 from FY 2017-18 General Fund Surplus to Project No. 3451

Attachments:
1. Pines Pilot Parking Permit Program Area Map
2. Pines Pilot Parking Permit Program CIP Sheet
3. Budget Appropriation Form

City of Milpitas
2019-24 CAPITAL IMPROVEMENT PROGRAM

Category	Project		Estimate Level
Street Improvement	**3451**	**The Pines Pilot Parking Permit Program**	1

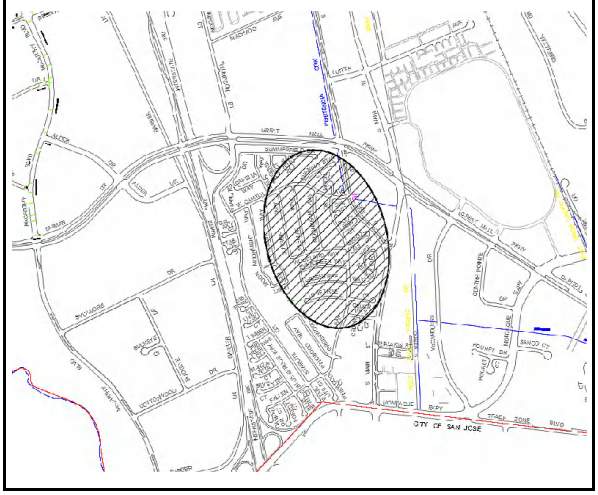
CONTACT: Steve Chan [3324]

PRIORITY: Transportation and Transit

DESCRIPTION

This is a six-month pilot parking permit program for the northeast area of The Pines neighborhood. The trial program is designed to provide residents with a better opportunity for on-street parking.

DIAGRAM



NOTES:

Uncommitted Balance as of 11/30/2018: $0

ESTIMATED COST	Prior Year	2019-20	2020-21	2021-22	2022-23	2023-24	Total
Administration	10,000	0	0	0	0	0	10,000
Improvements	220,000	0	0	0	0	0	220,000
Totals	230,000	0	0	0	0	0	230,000

FINANCING	Prior Year	2019-20	2020-21	2021-22	2022-23	2023-24	Total
General Government CIP Fund	230,000	0	0	0	0	0	230,000
Totals	230,000	0	0	0	0	0	230,000

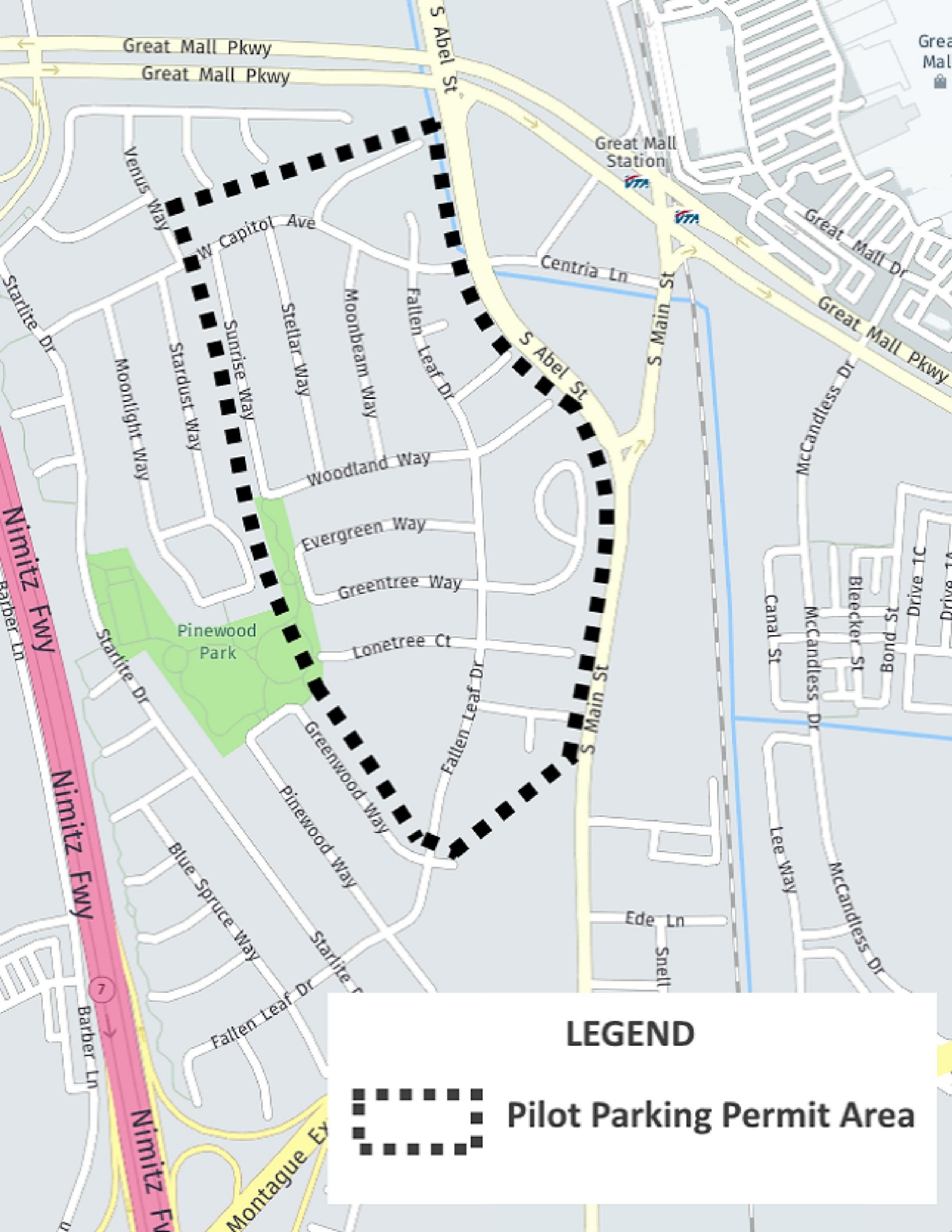
FINANCE NOTES

Justification Notes

(No Data)

Project Notes

(No Data)


Great Mall Pkwy
Great Mall Pkwy
S Abel St
Great Mall Station
Great Mall Dr
Great Mall Pkwy
Venus Way
W Capitol Ave
Centria Ln
S Main St
Starlite Dr
Moonlight Way
Stardust Way
Sunrise Way
Stellar Way
Moonbeam Way
Fallen Leaf Dr
S Abel St
McCandless Dr
Woodland Way
Evergreen Way
Greentree Way
Lonetree Ct
Pinewood Park
Nimitz Fwy
Barber Ln
Starlite Dr
Greenwood Way
Fallen Leaf Dr
S Main St
Canal St
McCandless Dr
Bleecker St
Bond St
Drive
Pinewood Way
Blue Spruce Way
Lee Way
McCandless Dr
Ede Ln
Snell
Starlite
Fallen Leaf Dr
Barber Ln
Nimitz Fwy
Montague Ex
LEGEND
Pilot Parking Permit Area

City Council Meeting

Item No. 13

The Pines Neighborhood On-Street Parking Presentation

February 19th, 2019

City of Milpitas

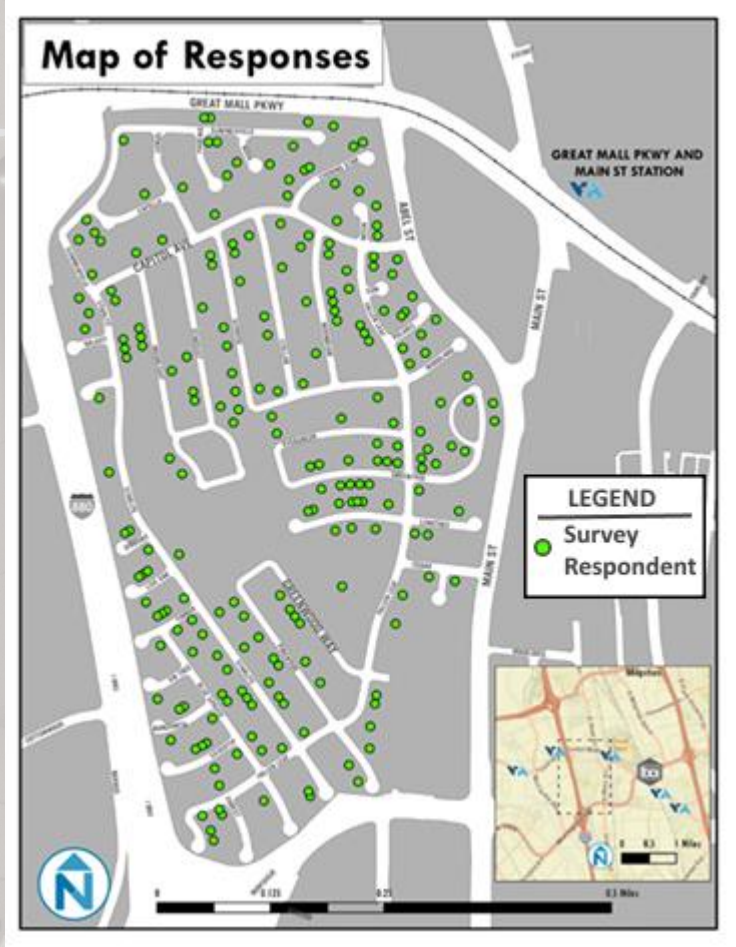
455 E. Calaveras Blvd., Milpitas, CA 95035
www.ci.milpitas.ca.gov • (408)-586-3000

Background

- The Pines, is a single-family neighborhood of 976 homes
- Estimated 2,000 on-street parking spaces
- Historical concerns with on-street parking availability
- Perception that high-density residential developments are responsible for the parking congestion
- City staff conducted a community meeting, met with the HOA, and completed several surveys to gauge support for a permit parking program as a means of reducing on-street parking congestion

1st Survey - Fall 2017

- 976 households surveyed
- 244 of 976 responded
- 25% response rate
- 146 of 244 support a parking permit program

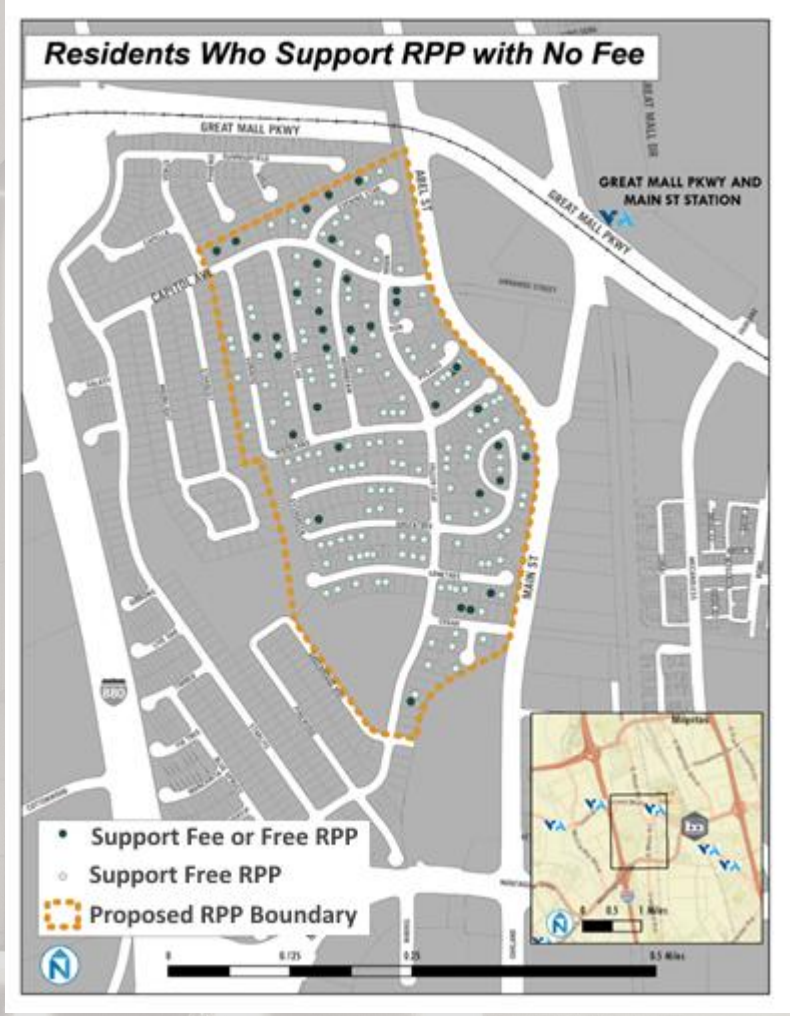


Fall 2017 Survey Analysis

- On-street parking difficulties during evening and overnight
- Average of 3.3 vehicles per household
- Own more vehicles than Licensed drivers
- 83% have 2 car garages
- 28% do not park in garage or driveway
- 68% park on the street
- 76% do not want to park further than across the street from their homes
- 146 of 244 surveyed support a parking permit program

2nd Survey - Spring 2018

- Spring 2018 Door-to-door survey
- 407 households surveyed
- 269 responded out of 407
- 66% response rate achieved
- 199 of 269 supported no-fee parking permit program
- 36 supported a fee based parking permit program



Proposed Pilot Parking Permit Program

- To address the on-street parking congestions, an option is moving forward with a limited trial parking permit program:
  - Limited 407 households near Abel Street
  - 6 month trial period
  - Permit required to park on-street from 12 AM to 6 AM seven days/week
  - Up to 3 No-Fee permits per household with proof of residency and registered vehicle
  - Enforcement: One night of random patrol and by complaint
  - Enforcement of ALL vehicle code requirements

August 21st, 2018, City Council Meeting

- Staff presented Pilot Parking Permit Program option
- Council directed staff to provide additional outreach
- Council directed staff to research several ideas:

1) Relinquishment of The Pines streets to HOA

- Not Feasible
- HOA does not have authority assume street ownership, and is not open to the idea

August 21st, 2018 - City Council Meeting

2) Review Apex and Ilara Appartment Project Conditions of Approval:

- Apartments providing more than required number of parking spaces
- Apartments over 95% occupied
- Ilara has 328 garage spaces assigned, with additional 35 available spaces for rent
- Apex has 560 garage spaces assigned, with additional 46 available for rent
- Apex residents have option to rent overnight parking spaces from Liberty Plaza commercial site

August 21st, 2018 - City Council Meeting

3) Code Enforcement for garage/driveway parking:

- Municipal Code does not require residents to park in driveways or garages

4) Shared Parking Agreements with Property Owners:

- Zanker Elementary School parking lot: Milpitas Unified School District is agreeable to parking agreements with residents
- Apex residents have option to rent space from Liberty Plaza
- The Pines residents expressed low support for shared use parking agreements concept.
- 76% of Pines residents do not wish to park further than across the street from their homes

August 21st, 2018 - City Council Meeting

5) Additional Outreach to The Pines:

- Pilot Parking Permit Program details sent to 407 households, discussed with HOA, and posted on Nextdoor website
- 3rd survey conducted in Fall 2018
- Lower response rate

Pilot Parking Permit Program Project

- Tonight for City Council consideration is the creation and funding of a new Capital Improvement Program Project for a trial Pilot Parking Program

- New proposed Project No. 3451 includes $230,000 appropriation from FY2017-18 General Fund Surplus

Trail Pilot Parking Permit Program:

- 407 household focus area, 6 month trial period

- Permit for on-street parking from 12 AM to 6 AM seven days/week

- Up to 3 no-fee permits per household with proof of residency and vehicle registration

- One night of random patrol enforcement and complaint based

- Enforcement of ALL vehicle code requirements

Pilot Parking Permit Program Project

PROJECT TASK	ESTIMATED 6-MONTH COST
PERMIT ADMIN (CONSULTANT)	$25,000
PARKING ENFORCEMENT (MILPITAS PD)	$45,000
PUBLIC NOTICING*	$10,000
REGULATORY SIGNAGE *	$195,000
PROGRAM STUDY UPON CONCLUSION*	$25,000
TOTAL ESTIMATED PROJECT COST	**$300,000**
**ONE-TIME SETUP COST*	

Requested budget appropriation of $230,000 from FY2017-18 General Fund Surplus

Pilot Parking Permit Program Project

PROJECT TASK	ESTIMATED TIME REQUIRED
Update Municipal Code adding parking permit requirements	April 2019
Advertise and award contract for installation of regulatory signage	April – May 2019
Contractor installs new regulatory signage	June – July 2019
Execute agreement with parking permit administration vendor	April - May 2019
Permit application processing and issuance by vendor	June – July 2019
Resident noticing and outreach	May – August 2019
Begin pilot parking permit program including enforcement	August - January 2019/20
End of 6 month pilot program and outreach to residents	January 2020
Complete study of programs effectiveness	February – April 2020

Pilot Parking Permit Program Goals

- Pilot program would provide data to assess effectiveness and support of parking permit program
- Provide confirmation if residents from outside The Pines are causing parking congestion
- Determine actual program and enforcement cost data to develop cost recovery measures if program were to continue
- Determine the transferability of program for other areas of City

Considerations

- Pines residents average 3.3 vehicles per household
- Pines residents own more vehicles than licensed drivers
- 28% do not park in garage or driveway contributes to congestion
- 68% park on the street
- Parking Program does not “create” new parking spaces
- August, 2018, PD identified 29 vehicles stored on streets longer than 72 hour limit per Municipal Code.
- PD surveyed apartment parking garages and noted many available spaces.

Alternative 1:

- Do not proceed with Pilot Parking Permit Program and continue to allow on-street parking without restriction.
- Reason not recommended
  - Implementing the pilot program will determine if on-street parking can be improved.

Alternative 2:

- Consider a parking permit fee of $10 or $15 to off-set City expenditures.
- Reason not recommended
  - A fee based permit may limit program participation
  - May not allow determination of program's effectiveness and transferability

RECOMMENDATIONS

- Received Staff Presentation; and
- Approve New FY2018-19 Capital Improvement Project, Project No. 3451, The Pines Pilot Parking Permit Program
- Approve Budget Appropriation of $230,000 from FY 2017-18 General Fund Surplus to Project No. 3451

City of Milpitas

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CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	Receive a Report on Updated Five-Year Projection and General Fund Reserves for Fiscal Year Ended June 30, 2019, Approve Phase II Mid-Year Budget Appropriations and Changes to the FY 18-19 Budget; appropriate FY 18-19 Midyear Phase II Budget adjustments; Adopt a Resolution Amending the City's Classification Plan, Establishing New Classifications, Position Authorizations and Reclassifications for the Human Resources, Police, Fire and Recreation Departments, as Recommended by the Human Resources Director
Category:	Leadership and Support Services
Meeting Date:	2/19/2019
Staff Contact:	**Jim Steele, 408-586-3111/ Jane Corpus, 408-586-3125 / Feliser Lee, 408-586-3143**
Recommendations:	1. Receive a Report on Updated Five-Year Projection and General Fund Reserves for Fiscal Year Ended June 30, 2019. 2. Approve budget changes to update FY 2018-19 Revenues and Expenditures as presented in this Report; appropriate FY 2018-19 Midyear Phase II Budget adjustments. 3. Adopt a Resolution amending the City's Classification Plan, establishing new classifications, position authorizations and reclassifications for the Human Resources, Police, Fire and Recreation Departments, as recommended by the Human Resources Director. 4. Receive report on use of the contingency reserve.

Background:

Staff previously reported in December to Council on Phase I of a Midyear review of General Fund revenues, expenditures, and financial reserves. At that time, less than half a fiscal year had passed since the fiscal year began, and it is appropriate to report again at this time. While Sales Tax is reported by the State in arrears by over one quarter, we do have more data to report at this time. In addition, our Sales Tax consultant has recently provided us with their updated projection for the year. The Santa Clara County Assessor's Office has also provided an updated property tax projection. An updated five year projection is being provided, and will also be updated at the time of the budget study session in May. Note that the enclosed five year projection assumes no economic slowdown in the next five years. It has now been 10 years since the Great Recession ended; many economists believe a slowdown at some point in the relatively short/medium term (1-3 years) is inevitable, given the average cycle for economic downturns is every seven years. The budget study session will include staff's estimate of revenue and expenditure grown under current economic conditions as well as with the impacts of a mild downturn (not another Great Recession). This will present a better context for the City Council to consider both reserves funding targets and opportunities to pay down CalPERS and OPEB liabilities.

Analysis:

Fund Financial Status for the Six Months ended December 31, 2018

Revenues

As of December 31, 2018 with 50% and six months of the fiscal year completed, the General Fund received approximately $56.4 million in total revenue. It should be noted this total also includes January 2019 amounts received for property and sales tax. This amount represents 56.5% of revenues of the FY 2018-19 Current Budget, which include adjustments from the Updated Five-Year Projection agenda report presented to Council on December 4, 2018. Below is a summary of significant revenues received through the first half of FY 2018-19 as compared to the FY 2018-19 Current Budget:

- Property Taxes and RPTTF: $16.8 million, or 50.5% of the $33.3 million current budget has been received. During the midyear budget report in December 2018, Property Taxes were estimated to be $33.3 million, or $1.9 million higher than the FY 2018-19 original projection of $31.4 million based upon the November 2018 projection from the County of Santa Clara, which factored in the latest property tax roll corrections and activity through October 31, 2018. Main property tax payments are received in December and April. For each, the City receives four secured advances, and then a final true-up payment from Santa Clara County. Through January 23, 2019, the City has received the first four secured advances and final true-up payment. Staff has engaged the services of a property tax consultant; their preliminary projection of property tax is slightly higher than the midyear adjustment, and year end projections have been revised upward, as will be discussed in a subsequent section.

- Sales & Use Tax: $11.2 million, or 37.2%, of the $30.2 million current budget has been received. Sales taxes are remitted by the State Board of Equalization 2-3 months in arrears. FY 2018-19 adopted sales tax revenues of $28.5 million was trued up to $30.2 million during the midyear due to technical difficulties experienced at the CDTFA (California Department of Tax and Fee Administration) during the first 2 quarters of 2018 that would result in an additional $1.2 million in payments for the current fiscal year. Due to the method these “missing” payments are disclosed by the state, it has not been possible to track the amount that the City has received. Staff will continue to monitor this in conjunction with our sales tax consultant. Due to recent trends in a few of the City’s top sales tax generators, the current fiscal year sales tax revenue estimate has also been revised downward, as will be discussed in a subsequent section.

- Franchise Fees: $1.4 million, or 29.16% of the $4.7 million budget has been received. The FY 2018-19 adopted franchise fee revenue was an 18.8% increase over FY 2017-18 budgeted revenues, primarily due to anticipated rate increases for garbage franchise fees. It should be noted that the Electric Franchise Fee has not been received as of 12/31/18. It is typically received in April and accounts for 30% of budgeted Franchise Fees.

- Hotel/Motel (TOT) Tax: $5.1 million, or 40.2% of the $12.7 million current budget has been received; not all hotels have remitted their monthly TOT as of December 31, 2018. However, looking at historical collections, TOT Revenue is anticipated to reach the adopted budget amount of $12.7 million. Revenue from the increased TOT rate of 14% that was passed by voters in November 2018 has been incorporated into this update of the FY 2018-19 TOT revenue, as will be discussed in a subsequent section below.

- Licenses & Permits: $8.9 million, or 81.7% of the $10.9 million current budget has been received; a few large payments were received in December 2018 for Building Permits. The $10.9 million current budget was increased by $600,000 during the midyear budget adjustment to account for continued growth in residential developments and in the TASP (Transit Area Specific Plan). The FY 18-19 estimated year-end revenue has been adjusted upward, as will be discussed in a subsequent section below.

- Charges for Services: $3.6 million, or 54.5%, of the $6.7 million current budget has been received. The $6.7 current budget was lowered by $780,000 from the $7.5 million in the 18-19 Adopted Budget during the midyear budget to reflect actual lower reimbursements over the last two years for overhead and labor associated with billable staff time.

Expenditures

As of December 31, 2018 with 50% and six months of the fiscal year completed, General Fund expenditures are trending slightly below the current budget at 48.8%. This is mostly due to position vacancies. Below is a summary to highlight departments that have significantly spent above or below their budget through the first six months of FY 2018-19, as compared to the FY 2018-19 Current Budget:

- City Attorney's Office: $835,793, or 98.8%, of the budget has been spent through the first half of the fiscal year, mainly due to an encumbrance, that is a contract commitment for City Attorney services through June 30, 2019. Contract amendments and a new agreement has been approved, however, invoices are billed one month behind and through 12/31/18, only invoices through November have been billed. It is expected that expenditures in the City's Attorney's Office will reach their budgeted appropriations by the end of FY 2018-19.
- Planning Department: this department is slightly above budget at 53.3% due to housing staffing expenditures that need to be moved to the Building & Housing Department since the Housing division moved to the Building & Housing Department in the FY 18-19 Budget.
- City Clerk's Office: $282,000, or 36.2% of the budget has been spent through the first half of the year, primarily due to the timing of election costs which make up 25% of their budget, which have not been paid as of December 31, 2018.
- Information Services: this department is at 45.8% of their budget primarily due to one vacancy and the underspending of their Communications and Utilities budget due to the change to VoIP services, resulting in additional budget related to phone services for one vendor.
- Recreation, Human Resources, and Economic Development: these departments are at 50.5%, 39.6%, and 35.4% of their budgets, respectively due to position vacancies and contractual services. While Recreation is on track at 50.5% of their budget, this includes encumbrances for contractual services, which is trending low due to delayed execution of the senior nutrition program and service delivery switching from contractual to internal staffing in the youth basketball Jr. Warrior program. Human Resources is trending low due to delayed timing of invoices for consultant services. Economic Development has experienced delayed execution of contractual services during the first half of the year with the absence of a director, who was recently hired in December 2018.
- The City Manager's Office, Building and Housing, Finance, Police, and Engineering: these departments are all tracking below their budget when excluding encumbrances, primarily due to position vacancies. Positions in Engineering were recently filled in December 2018. The Citywide vacancy rate at December 31, 2018 is approximately 10.5%.
- Public Works: Actual expenditures through December 31, 2018 appear high at 60.2% of budget due to encumbrances totaling $1.6 million through December 31, 2018. However, Public Works is tracking low at 39.0% when excluding encumbrances due to the cyclical nature of their work that is anticipated to increase for the remaining half of FY 18-19.

Estimated 2018-19 Year-End Projection

After reviewing the financial status for the six months ended December 31, 2018, staff performed additional analysis to provide a year-end projection of the General Fund's revenues and expenditures in FY 2018-19. Major revenues, including property tax, TOT, sales tax, licenses and permits, and charges for services, were analyzed and updated using the most recent information available. This is shown in Exhibit 3 of this staff report, which only shows current service levels approved by the Council, before midyear recommended changes (Exhibit 1) are added.

- Property Taxes and RPTTF: This is currently estimated to be $33.3 million, or approximately $1.9 million higher than the FY 2018-19 original projection of $31.4 million and approximately flat to the

revised estimate during the midyear adjustment in December 2018. Property tax was updated based upon preliminary estimates from our recently contracted property tax consultant. The consultant's estimates were approximately the same as the County of Santa Clara's Assessor's Office preliminary February 2019 estimates which factors in the latest property tax roll corrections and activity through December 2018.

- Sales & Use Tax: As noted above, the FY 2018-19 adopted sales tax revenues of $28.5 million was trued up to $30.2 million during the midyear adjustment in December 2018. This was primarily due to the addition of $1.2 million for CDTFA missing payments from FY 2017-18 that was anticipated to be received in FY 2018-19. Staff incorrectly added this amount to the FY 18-19 updated base projection from the City's sales tax consultant's estimate, which already included the adjustment, in effect double counting it. Additionally, in reviewing the most recent third quarter data with our sales tax consultant, significant declines were seen from a few of the City's largest business to business sales tax generators in the last few quarters. As such, the FY 18-19 projection was trued down $1.9 million from the revised December 2018 estimate of $30.2 million to $28.3 million for FY 18-19. Staff will continue to monitor the trends in conjunction with our sales tax consultant. Additionally, a relatively conservative estimate at approximately $0.5 million per year for revenues related to the Quill/Wayfair Supreme Court decision regarding online sales has been incorporated into the projection starting in FY 2019-20.

- Hotel/Motel Transient Occupancy Tax (TOT): The new TOT rate increase from 10% to 14% was officially approved and effective January 3, 2019. $2.9 million of expected revenues from this increase has been incorporated into this midyear update of FY 2018-19 budget. $5.2 million is expected for a full year, and escalating through the five year projection as new hotels come on line.

- Licenses & Permits: These revenues were estimated to be $10.4 million, or $600,000 higher than the FY 2018-19 original projection of $9.8 million during the midyear adjustment in December 2018. FY 18-19 year end estimates have been increased an additional $2.1 million from the midyear estimate of $10.4 million to $12.5 million for the current fiscal year. This is due to changes in the accounting treatment of deferred revenue from licenses and permits, which will result in an estimated $1.6 million one-time adjustment in FY 18-19. Additionally, approved Building and Fire Prevention staff from the Midyear Phase I requests are estimated to realize an additional $488,000 in revenues from addressing the backlog of work.

- Charges for Services: These are estimated to stay flat to the midyear adjustment of $6.7 million, or $780,000 lower than the FY 2018-19 adopted revenue of $7.5 million. As noted above, reimbursements for overhead and labor associated with billable staff time were adjusted downward to be closer to actual reimbursements in the last two years.

Overall, updated revenues in FY 2018-19 are expected to total $110.4 million, or approximately $8.4 million higher than the FY 2018-19 Adopted total revenue projection of $102.0 million. It should be noted that the adjusted revenue projection of $104.1 million has been increased $2.1 million from the FY 18-19 adopted revenue of $102 million due to an accounting change in the presentation of Transfers In and Transfers Out. In the FY 18-19 Adopted Budget, both Transfers In and Transfers Out were netted into one "Operating Transfers" section in revenues. In order to provide more transparency, the "Operating Transfers" revenue line has been separated to show Transfers In as revenues and Transfers Out as expenditures. Transfers In consist mainly of transfers from the utility funds for their share of charges of the City's administrative/indirect expenditures. Transfers Out consist mainly of General Fund Transfers to the Capital Improvement Projects (CIP) funds. (Adjusting for this accounting change for Transfers In and Out as separate lines in the Adopted budget would have shown Adopted Revenues of $104 million, for an actual net increase of $6.0 million to $110.4 million). Expenditures were revised by adding a net $1.4 million in costs. This increase factored in approved budget adjustments of $6.1 million offset by $4.7 million in adjustments, primarily due to personnel savings as a result of vacancies. The $6.1 million in costs consist mainly of Phase I (FY 18-19) Requests that were approved during the Budget Midyear in December 2018. These expenditures include the following:

- $4,324,245 – Capital Improvement Projects funding
- $816,448 – One-Time assignments, including;
    - $230,937 - in remaining IAFF MOU funding needs
    - $280,130 – three (3) entry level firefighters ("over strengths") for 6 months
    - $100,000 – consultant for citywide classification and compensation studies
    - $205,381 - two (2) police officers for 3 months ("over strengths")

As noted above, General Fund expenditures are trending below the current budget at 48.8% through the first half (50%) of the year, mainly due to position vacancies.

When combined, updated revenue, expenditure projections net to an overall increase of $4.9 million to the General Fund balance from the FY 2018-19 Adopted General Fund Operating Budget.

Midyear Phase II Budget Recommendations for One-Time Capital Improvement Needs

With a projected overall increase of $4.9 million to the General Fund Balance from the FY 2018-19 Adopted General Fund Operating Budget, staff recommends the following high-priority capital projects that need additional funding in order to commence or be completed:

Table 2 – Recommend Phase II Capital Project Reserve Surplus Assignments:

Capital Project	**Requested Amount**
Trail and Bikeway Pedestrian Master Plan (CIP 3448) **	$110,000
Fire Station 2 Replacement (CIP 3447)	$250,000
Lower Berryessa Crk. Ped. Trail and Bridge (CIP 2010)	$1,500,000
Pines Pilot Parking Permit Program (CIP 3451) *	$230,000
Street Resurfacing Project (CIP 4291)	-$1,600,000
Midtown Specific Plan Update (CIP 3437)	250,000
Community Planning Fund offset/transfer in to Capital Projects (CIP) Fund:	-250,000
Total Capital Projects:	**$490,000**

**Additional costs for this project will be appropriated as part of a separate agenda item (Receive a Staff Presentation and Approve New FY2018-19 Capital Improvement Program Project No. 3451, The Pines Pilot Parking Permit Program) on February 19, 2019*
*** Additional costs for this project will be appropriated as part of a separate agenda item (Trails Master Plan Update and Bikeway and Pedestrian Master Plan Update) on February 19, 2019*

Project 3448, 2010, 3447, and 3437 meets the City Council established priorities of Transportation and Transit, Infrastructure and Community Facilities Maintenance, Public Safety, and Economic Development and Job Growth, respectively. Projects 3451 and 4291 meet the City Council established priority of Transportation and Transit.

- Additional funding of $110,000 is being requested to complete two separate master plan updates, the Trail Master Plan and the Bikeway and Pedestrian Master Plan, which will address the requests expressed by some members of the Council during the January 29, 2019 Budget Study Session. Originally, the Trail and Bikeway Pedestrian Master Plan project (3448) was budgeted to be completed in a single combined plan update effort.
- $250,000 is being requested for construction management services during the design phase for the Fire Station 2 Replacement project (3447) in FY 18-19.
- $230,000 is being requested for the Pines Pilot Parking Permit Program project (3451) to fund addition staffing costs to monitor the pilot program, which is explained in further detail in a separate Council agenda item "Receive Staff Presentation and Approve New FY 2018-19 Capital Improvement Project, Project No. 3451, The Pines Pilot Parking Permit Program)" on February 19, 2019.
- $250,000 is being request for the Midtown Specific Plan Update (CIP 3427) to fund the required CEQA analysis for the Midtown Specific Plan Update. In FY 18-19, staff launched the Midtown Specific Plan Update and is utilizing this project to fund the consultants working on the project. The budget for the

Plan update was $250,000, which is insufficient to fund both the update and the required CEQA analysis during FY 18-19; please note that this source of funding is non-General Fund and will come from the Community Planning Fund.

- Lastly, for the Street Resurfacing Project 2018-19, $1.6 million will no longer be needed from the General Fund, as funding from Measure B is anticipated to cover this originally budget amount. As such, $1.6 million originally budgeted as a transfer from General Fund to the Capital Improvement Projects (CIP) will no longer be needed.

Midyear Phase II Budget Recommendations for One-Time Personnel and Non-Personnel Needs

In light of the net estimated FY 2018-19 General Fund Balance addition in the amount of $4.9 million, staff reviewed pressing needs for funding for personnel and non-personnel, in advance of the budget process for FY 2019-20. In addition to the capital improvement items discussed above, staff is also requesting funding for one-time personnel, consulting, and supplies costs to meet service needs to reflect Council requests made during and after the January 29, 2019 Budget Study Session.

The following one-time operating budget requests in Table 3 below are also recommended for funding in the FY 2018-19 budget.

Table 3 – Recommended Phase II One-Time Personnel and Non-Personnel Assignments:

No.	Department	Request	Cost
FN1	Finance	Modernization of purchasing and contract support	$150,000
FD1	Fire	Increase in Fire Overtime (new officer training backfill)	$84,852
FD2	Fire	Personal Protective Equipment for New Hire Firefighters	$43,000
PW1	Public Works	Increase Budget for Tree Maintenance by $150,000 for priority tree removal	$150,000
PW2	Public Works	Community Odor Monitoring Program	$85,000
		Total One-Time Assignments:	**$512,852**

<u>Finance</u>

The Purchasing Division within the Finance Department has seen a significant increase in activity the past year, with over 80 active projects (such as agreements, RFPs, IFBs, etc.) and this activity is not expected to decrease in the near future. This request is to provide funding for staff to continue temporary support in the Purchasing Division and to engage the services of a consultant to review the current Purchasing processes and make recommendations.

<u>Fire</u>

The Fire Department is requesting additional overtime funding to support participation in a joint fire academy that the Milpitas Fire Department is hosting with the Mountain View Fire Department. Milpitas Fire will have seven (7) entry level personnel attending and Mountain View Fire will have six (6) personnel attending. The academy will begin on January 20th, 2019. The academy will be scheduled to conclude on May 20th, 2019. This sixteen (16) week academy is accredited by State Fire Training and will meet the needs of firefighter one certification. This academy will require resources in overtime expenditures and additional equipment costs outside of the current budget. Additional overtime is requested to ensure that the organization has an academy coordinator assigned to the project to ensure successful academy completion. The Mountain View Fire Department will have an academy coordinator assigned to mirror our commitment.

The personal protective equipment budget requested during the budget planning process accounted for the hiring of 5 firefighter positions during the fiscal year. The cost to outfit one firefighter with PPE is approximately

$8,000. The Fire Department actually hired 9 firefighters and the additional cost associated with outfitting the 4 unanticipated new hires totals $32,000. Additionally, a catastrophic wildland fire season led to numerous personnel deployed for extended periods of time throughout the fire season and the purchase of additional wildland gear resulting from damage and other factors are estimated at $10,000.

Public Works

The Public Works Department recently completed an inventory and condition assessment of all City trees. The report provided recommendations for trees that should be removed as a priority due to their risk of failure. There are approximately 380 trees that need to be removed as a high priority and the City does not have a dedicated tree crew to address these tree maintenance in the City. These additional funds would be used to increase the contract services for West Coast Arborist to assist staff with the removal of these trees. This would also address requests expressed by some Council members during the January 29, 2019 Budget Study Session.

As part of the City's ongoing efforts to address odor concerns, Public Works staff have been conducting research potential odor monitoring equipment and the possibility of developing a local, community odor monitoring program. This research included conversations with odor monitoring consultants, online research and review of odor monitoring equipment, and review of information provided by the California Air Resources Board and Bay Area Air Quality Management District. Consistent with Council's concerns expressed during the January 29, 2019 Budget Study Session, this request is to fund a Community Odor Program. Funds will provide for purchase of equipment, including clarity sensors for odor and particulate matter, project management costs, and a community odor program.

FY 18-19 Midyear Phase II Budget Ongoing Adjustments

Additionally, staff reviewed pressing ongoing needs for funding, in advance of the budget process for FY 2019-20 as outlined in Table 4 below:

Table 4 – FY 2018-19 Midyear Phase II Budget Ongoing Adjustments

No.	Department	Request	18-19 Fiscal Impact	Average On-Going Annual Impact
HR1	Human Resources	Add one (1) Assistant Human Resources Director	$47,700	$331,000
HR2	Human Resources	Add one (1) Human Resources Technician	$21,563	$150,000
FD3	Fire	(3) incident command vehicles	$127,411	$62,000
FD4	Fire	Reclassify three (3) Firefighters to Fire Engineers (2 months)	$6,904	$48,000
PD1	Police	Add two (2) Community Service Officers in Patrol Services to address increased public safety needs (1 month)	$21,168	$294,000
RC1	Recreation	Reclassify Case Manager to Program Coordinator (2 months)	$2,987	$21,000
		Total Ongoing Costs	***$227,733***	***$906,000***

Support Services – Human Resources

In order to provide much needed support for front line departments to provide a high level of service to the community as well as general internal service to our City staff, additional resources are recommended to be added at this time in the Human Resources.

The request for an Assistant Human Resources Director and an additional Human Resources Technician in Human Resources for two months in FY 18-19 is to address the volume of work in Human Resources (HR) across the board. HR provides the following necessary services for all City departments:

1. **Recruitment, Testing and Selection:** HR recruits, screens applications, tests and interviews candidates before having a background check conducted and providing a final offer of employment. As of last month the City had 43.5 vacant positions which equates to an 11% vacancy rate, by adding HR positions we would like to establish a goal vacancy rate of 5% by the end of the fiscal year. Currently HR has one Analyst to oversee recruitments.
2. **Benefits:** HR has one Analyst to oversee Benefits Administration and one HR Technician to support this work.
3. **Employee Relations:** HR works with department Managers and Supervisors on performance appraisals, step or merit increases, and performance management and employee discipline issues. The HR Director is the main point of contact for Employee Relations although all HR staff support this area.
4. **Training:** HR coordinates mandated Federal and State trainings. In addition to mandated training, HR would also like to offer professional development training programs to staff, which was a practice before the Great Recession. Currently, the HR Director provides training or the HR team assists in outsourcing any mandated training.
5. **Labor Relations**: HR leads labor negotiations and is responsible for meeting and conferring on labor topics with the City's five (5) bargaining units. Negotiations typically require several months of work. Given the sensitivity and complexity of these negotiations, the HR Director has to lead this area of work.
6. **Classification and Compensation:** HR should routinely review job descriptions and salary ranges to ensure job duties and requirements are current as well as to maintain competitive salaries. Staff is recommending using a consultant for this work but will need at least one to two HR staff to participate in the process and manage the consultants workload.
7. **Workers Compensation:** HR ensures compliance with state and federal laws and is also required to maintain an Injury Illness Prevention Program. The same HR Analyst that supports Benefits also supports Workers Compensation.

In addition to these subject matter areas, HR needs to work on the procurement of an HR technology module, the City Personnel Rules and Regulations, which have not been updated since 1991, and several Standard Operating Procedures and Forms.

The HR Department's resources have not kept up with the growth of the other departments in the City, just in 2018/2019 alone we added twenty nine (29) positions. The ability for HR to provide the necessary level of services is not efficient and puts the City at unnecessary risk. Currently Human Resources is staffed with Five (5) Full Time Equivalent (FTE) positions. In a City with 399.5 benefited positions and 85 temporary positions serving a population of approximately 75,000 residents, HR should have at least Eight (8) FTE. This comparison is based on a preliminary survey of ten (10) of our neighboring jurisdictions. Additional detail will be provided as part of the citywide staffing analysis report which will be included in the FY 2019-2020 budget process. Staff believes it is important to add the two positions recommended below to deliver the critical services needed to support the organization. To date, in this fiscal year (2018/2019), HR has completed 28 recruitments, including 5 executive recruitments, filled 23 permanent and 50 part time vacancies, negotiated an agreement with IAFF, provided orientation and benefit services to 73 new hires, handled 10 new workers comp cases since July 1, 2018. However, this volume and pace of work is not sustainable on an ongoing basis, with the current resources in HR.

An Assistant HR Director will assist the HR Director with complex, sensitive matters including labor negotiations, implementing a new HR Information System, ensuring that the City is current with Federal and State mandates over employment and benefit laws, and updating policies and procedures. In addition having an Assistant HR Director provides for succession and leadership in HR, which is a highly depended upon function in the City.

Adding an additional HR Technician will provide support to Recruitment. The single HR Technician is mostly dedicated to Benefits and Payroll and when available assist with a recruitment or other special assignments. Having an additional HR Technician will not only assist with recruitments, but it will also allow cross training between the two HR Technicians to allow for continuity when one of the positions is absent or when there is a specific need for additional assistance with special assignments.

Fire

The Milpitas Fire Department is requesting the reclassification of three Firefighter positions to Fire Engineer. These reclassifications are essential for the deployment of the upcoming tiller truck apparatus. The level of complexity required for operating the tiller apparatus requires an enhanced skill set. This will ensure efficiency and safety in operations. This reclassification will support emergency response operations. In support of staffing levels anticipated in the Standards of Coverage assessment, the reclassification of three Fire Engineer positions will support enhanced deployment of firefighting resources.

The request for funding of three (3) Incident Command Vehicles (2020 Ford Interceptors is in response to the identified need to place additional command and control vehicles in service to support both on duty response and after hours emergency call back. The base cost of the three vehicles is $44,000 per unit. Up fitting with communications and mobile computers is $10,000 per unit. Total project cost $161,810. Current funding for an existing vehicle will offset the cost by $34,399, making the net total cost $127,411. These vehicles will be utilized by the Fire Department for command and control functions. The expected service life for these vehicles will be ten years. These units will support both emergency response in our community as well as regional support. It should be noted that our service model has changed in the past five years. The significant increase in wildfire activity in Milpitas and the region has created a paradigm shift that necessitates this request.

Police

The Milpitas Police Department is requesting to add two (2) Community Service Officers (CSO) in Field Services to meet the increasing demand on police services, expand crime prevention efforts in a cost-effective manner, and maintain rapid response times.

The Police Department workload is changing and increasing with the buildout of the Transit Area Specific Plan, Mid-Town Plan, and October 2019 Bay Area Rapid Transit (BART) station opening. In an effort to maintain responsive police services to our stakeholders, the Police Department is requesting the addition of (2) CSO positions. The CSOs will be responsible for non-hazardous calls for service, proactively enforce parking violations, contribute to community engagement, participate in crime prevention efforts, and other non-sworn tasks. Transferring these responsibilities from police officers to CSOs is far more cost effective as the cost of a CSO position is much less than a police officer. In addition, the movement of these tasks will allow police officers to maintain fast response times, remain focused on crime fighting efforts, and allow more time for working with the community on quality of life concerns. This item is being requested at a mid-year adjustment for one month of funding so the Police Department can immediately begin recruitment, hiring, and training. It is critical that the Police Department begin expanding its staff now so we can meet the demands of the BART station opening and increasing workload.

Recreation

The proposed reclassification of the current Case Manager position to Program Coordinator (Social Services) within the Recreation and Community Services Department is supported by the increased demand for social and behavioral health services benefiting Milpitas community members from youth to seniors. The current

Case Manager position oversees social service information and services to our senior adult population based out of the Senior Center. These services include assisting Senior Center members with Medicare, Medi-Cal, Supplemental Security Income, Social Security, Immigration and Naturalization Services, food programs, In-Home Supportive Services, transportation needs, utility and bill assistance, and more. The proposed reclassification from Case Manager (Senior Center) to Program Coordinator (Social Services) would strengthen and expand the breadth of those services offered to the greater Milpitas community members through the Recreation and Community Services Department. The Program Coordinator (Social Services) would also lead policy priority programs such as the City's new Suicide Prevention Policy that endeavors to educate Milpitas community members on suicide symptoms, causes, and preventative measures, as well as providing critical counseling and mental health services to our at-risk, high school-age population through dedicated counseling services offered at the Teen Center. Additional community-serving programs such as the Friendly Visitors program which seeks to remedy social isolation by partnering trained volunteers with vulnerable and home-based seniors, as well as the Dignity on Wheels program that offers a mobile hygiene outreach service aiding the homeless population would be managed by the new Program Coordinator (Social Services).

Reserves

General Fund Reserve levels are reviewed and approved by the City Council as part of the budget process. The City Council re-sets the reserve amounts annually after the results of the prior fiscal year's Comprehensive Annual Financial Report (CAFR) are known, which, by Council practice, is when the year's General Fund capital improvement program is funded. As a result of the changes to the budget shown in the status quo budget shown in the Exhibit 3, General Fund reserves at year end would total the following, reflecting current Council service levels already approved for a net increase of $4.9 million compared to the adopted budget[1], and $2.3 million compared to ending balances at June 30, 2018:

Reserve	Balance at 6/30/18	18-19 Adopted Budget	Phase I Changes	FIN Changes	Phase II Changes	18-19 Revised Budget	Recommended Long-Term Target	Variance from Long-Term Target	
Contribution (draw) from reserves	*$ -*	*$ (2,650,000)*	*$ (2,076,703)*	*$ 7,040,181*	*n/a*	*$ 2,313,477*			
#33 - Total Unassigned General Fund (16.67%)	$ 36,495,942	$ (2,650,000)	(3,826,703)	$ 7,040,181	*n/a*	37,059,419	$ 18,025,295	19,034,125	*
#34 - Budget Stabilization	$ 4,000,000	$ -	1,000,000		*n/a*	5,000,000	$ 8,300,000	$ (3,300,000)	
#35 - PERS Stabilization	$ 29,892,501	$ -			*n/a*	29,892,501	$ 186,770,421	$ (156,877,920)	**
#43- Technology Replacement	$ 1,000,000	$ -			*n/a*	1,000,000	$ 5,000,000	$ (4,000,000)	
#44 - Facilities Replacement	$ 2,000,000	$ -	500,000		*n/a*	2,500,000	$ 10,000,000	$ (7,500,000)	
#45 - Artifical Turf Replacement	$ 750,000	$ -	$ 250,000		*n/a*	$ 1,000,000	n/a	n/a	
	$ 74,138,443	$ (2,650,000)	$ (2,076,703)	$ 7,040,181	$ -	$ 76,451,920	$ 228,095,716	$ (152,643,795)	

*16.67% of General Fund FY 18-19 projected operating expenditures (including Transfers Out) before Midyear Requests
**Net Pension Liability across both its safety and miscellaneous pension plans for the fiscal year ended June 30, 2018

With the recommended requests from the agenda report factored in, the Reserves would look like this, reflecting a net increase of $3.7 million from the adopted budget:

[1] Adopted budget had a net draw from reserves (including prior years' savings) of $2.65 million. Changes added at the Phase I midyear review in December resulted in a net additional draw of $2.1 million. Adjustments being brought to Council tonight for a "status quo", that is, for services already approved, reflect a net of $5.0 million. These numbers can be seen in the Reserves summary table above.

Reserve	Balance at 6/30/18	18-19 Adopted Budget	Phase I Changes	FIN Changes	Phase II Changes	18-19 Projected Budget	Recommended Long-Term Target	Variance from Long-Term Target	
Contribution (draw) from reserves	$ -	$ (2,650,000)	$ (2,076,703)	$ 7,040,181	$ (1,230,585)	$ 1,082,892			
#33 - Total Unassigned General Fund (16.67%)	$ 36,495,942	$ (2,650,000)	$ (3,826,703)	$ 7,040,181		$ 35,828,834	$ 18,230,433	17,598,401	*
#34 - Budget Stabilization	$ 4,000,000	$ -	1,000,000			5,000,000	$ 8,300,000	$ (3,300,000)	
#35 - PERS Stabilization	$ 29,892,501	$ -				29,892,501	$ 186,770,421	$(156,877,920)	**
#43- Technology Replacement	$ 1,000,000	$ -				1,000,000	$ 5,000,000	$ (4,000,000)	
#44 - Facilities Replacement	$ 2,000,000	$ -	500,000			2,500,000	$ 10,000,000	$ (7,500,000)	
#45 - Artifical Turf Replacement	$ 750,000	$ -	$ 250,000			$ 1,000,000	n/a	n/a	
	$ 74,138,443	$ -	$ (2,076,703)	$ 7,040,181	$ -	$ 75,221,335	$ 228,300,854	$(154,079,519)	

*16.67% of General Fund FY 18-19 projected operating expenditures (including Transfers Out) before Midyear Requests
**Net Pension Liability across both its safety and miscellaneous pension plans for the fiscal year ended June 30, 2018

With proposed requests totaling $1.1 million, this results a net reduction of what the status quo budget showed as adding to Reserves of $1.1 million, but still up a total of $1.2 million from last fiscal year end.

Updated Five-Year Projection

As shown in Exhibit 3, the updated FY 2018-19 year end projections of revenues and expenditures were used as the new base to update the Five-Year General Fund Projection for FY 2019-20 through 2023-24 for a "status quo budget", that is, with only currently approved Council services and assuming no downturn. This projection includes:

- the Quill/Wayfair addition described above ($0.5 million annually);
- the estimated TOT increase due to the increase in the rate from 10% to 14%;
- An ongoing vacancy factor of 3% in future years, reflecting the likelihood that there will always be some vacancies throughout the organization;
- An ongoing annual $1.1 million reduction to transfer from the General Fund to the Streets Rehabilitation CIP, reflecting the ongoing new County Measure B funds that will replace General Funds;
- Salaries and benefits will continue to be refined between now and the proposed budget process as departments update their proposed budget for 2019-20.

The five year estimated revenues and operating transfers in for the status quo budget are expected to total $618 million, assuming continued economic health. The five year expenditures and operating transfers out are expected to total $592.4 million, with another $1.25 million committed over five years to fund the Artificial Turf Replacement Reserve ($250,000 annually) per Council direction. That means that over the next five years, assuming no downturn and before funding the annual capital improvement program or any new priorities, the General Fund is expected to generate a net addition to Reserves of $24.4 million, or an average of $4.9 million per year. However, it is important to note that there are several priority areas that will need funding such as addressing our infrastructure needs, paying down CalPERS or OPEB liabilities, rebalancing reserves, and funding any new programs or services. Thus, with the exception of the high priority additions included in this report, staff recommends additional funding commitments to ongoing service level increases be made when a revised five year projection is brought to the Council as part of the budget process that will include a status quo budget (current commitments to services and programs) on an ongoing basis, as well as a second version that folds in the effects of a mild economic downturn.

When folding in staff's recommended requests to the status quo budget described in sections above (one time capital improvement adjustments of a net $490,000, one-time operating budget augmentations of $512,852, and ongoing service level increases totaling $227,733 for the remainder of this fiscal year), the proposed budget changes leave a net operating surplus of $1.1 million to be added to reserves by year end, compared to last fiscal year actual balances. Note that with the ongoing personnel and equipment recommendations folded in on an annualized basis (full year funding for recommended new hires), the ongoing costs increase by an additional $678,267. These additions and ongoing funding reduce the five year estimate of net additions to Reserves from $24.4 million in a status quo budget to additions that net $20.0 million, with a decreased annual addition to the General Fund of $3.9 million per year (from $4.9 million per year).

Contingency Reserve

Per Budget Guidelines, the City Manager has discretion to appropriate funds in an aggregate amount not to exceed the equivalent of 1% of the General Fund budget. The City Council must be notified in writing of use of the contingency funds, giving the reason for the uses, the amounts of the revisions and the year-to-date total amount of revisions. Below is a summary of uses of this reserve in FY 2018-19. As noted in the table, the remaining balance after all commitments will be $288,134.

Potential Agreements to Be Funded by CM Contingency

Vendor	Agreement Name	Dollar Amount
HVS	TOT Analysis	$ 25,000
TBD	Real Estate Services	$ 75,000
Lew Edwards Group	TOT Ballot Measure Messaging	$ 20,000
Shawn Spano	Coaching and Employee Engagement	$ 75,000
Matrix Consulting	Development Services Fee Study*	$ 266,475
Citygate Associates, LLC	Standards of Cover (Fire Department)	$ 86,621
HdL	HdL Property Tax Consulting (agreement preparation in progress)	$ 16,325
FM3	FM3 Community Survey	$ 50,600
Management Partners	Management Partners Staffing Analysis	$ 15,000
	Financial Consulting	$ 75,000
	Cannabis Community Meetings	$ 8,345
	Council Retreat	$ 8,500
Articulate Solutions	Community Engagement and Economic Development Outreach	$ 90,000
TOTAL COMMITTED		**$ 811,866**
**already approved by Council during the 10/2/19 meeting*		
FY 2018-19 Contingency Account (100-910-4640)		$ 1,100,000
Remainder after Funding Current Commitments		***$ 288,134***

Policy Alternative(s):

Alternative 1: Do not adopt the proposed changes to the budget as shown in Exhibit 1, Midyear Budget Phase II Requests

Pros: Would result in consistent service levels with the adopted budget and would save money.

Cons: Does not address community and Council priorities related to additional capital improvements and/or programs and services, such as responding to crime prevention in a cost effective manner, increasing tree maintenance throughout the City, and addressing community odor concerns. Not approving the proposed changed would also delay much needed support for front line departments to provide a high level of service to the community as well as critical support services such as purchasing and human resource services to our City staff.

Reason not recommended: The City of Milpitas has adequate funds to add these Midyear requests. Approving these requests would enable staff to continue to provide a high level of service to the community and for critical internal service functions to support the delivery of these services.

Fiscal Impact:

Taking into account the latest revenue and expenditure information and trends discussed above, and if Council approves the recommended Midyear Phase II Adjustments totaling approximately $1.2 million in net, will leave

FY 2018-19 with an estimated net addition to Reserves of approximately $1.1 million. The current Five-Year estimate shows an average net annual addition to Reserves of $4.0 million (Exhibit 4).

However, it is important to note that this does not include the current Council policy of funding 50% of General Fund annual operating surpluses to the Public Employees Retirement (PERS) Reserve after all General Fund Contingency Reserve requirements have been met, per the City's reserve policy. Staff will address all General Fund Reserves as part of the upcoming proposed budget process, when five year projections are shown presenting a status quo service level budget and the impacts of a mild economic downturn.

A citywide staffing analysis was just completed, and more detailed staffing analysis studies for Fire, Police, and Development Services (Planning, Building, Fire, and Engineering) are underway. Any staffing recommendations that result from the detailed studies may also require additional support staff to be added. Based on the current growth in the City, the opening of the new BART station, and the anticipated population growth, staff is anticipating the need for Council consideration of additional staffing needs in the FY 2019-20 budget process.

For context, is important to note that in FY 2008-09, there were 498 full time authorized positions to serve a population of 69,000. Current staffing levels are at 389 full time authorized positions to serve a population of over 78,000. Thus, at a time when development activity in the City has quadrupled and population has grown by approximately 13 percent, number of authorized FTEs are 109 or 22 percent less than a decade ago. The citywide staffing analysis also showed that to reach an average level of staffing as compared to peers, the City would need to add an additional 189 positions. Although this is not a realistic scenario, it is anticipated that the City would need to gradually add some additional staff over the next five years in order to continue to deliver a high level of service to the growing community.

Recommendation:

1. Receive a Report on Updated Five-Year Projection and General Fund Reserves for Fiscal Year Ended June 30, 2019, Approve Phase II Mid-Year Budget Appropriations and Changes to the FY 18-19 Budget.
2. Approve a budget amendment to update FY 2018-19 Revenues and Expenditures to reflect changes shown in this report, and appropriate FY 18-19 Midyear Phase II Budget adjustments.
3. Adopt a Resolution amending the City's Classification Plan, establishing new classifications, position authorizations and reclassifications for the Human Resources, Police, Fire and Recreation Departments, as recommended by the Human Resources Director.
4. Receive report on use of the contingency reserve

Attachment(s):

1. Exhibit 1: Midyear Budget Phase II Requests
2. Exhibit 2: Resolution amending the City's Classification Plan and Establish new Classifications
3. Exhibit 3: General Fund Updated 5 Year Projection for FY 19-20 through 23-24, status quo
4. Exhibit 4: General Fund Updated 5 Year Projection for FY 19-20 through 23-24, with proposed budget changes to the 2018-19 Budget.

	A	B	C	D	I	J	K	L	M	N	O	P
494	**Expenditures Adjustments - Midyear Requests (Phase II)**											
495	***One-Time Requests***											
496												
497	**Engineering Department**											
498	EN1	Trail and Bikeway Pedestrian Master Plan		0		110,000	110,000	0	0	0	0	0
499	EN2	Fire Station 2 Replacement (CIP)		0		250,000	250,000	0	0	0	0	0
500	EN3	Lower Berryessa Crk. Ped. Trail and Bridge (CIP)		0		1,500,000	1,500,000	0	0	0	0	0
501	EN4	Pines Pilot Parking Permit Program		0		230,000	230,000	0	0	0	0	0
502	EN5	Street Resurfacing Project (CIP)		0		(1,600,000)	(1,600,000)	0				
503			Total Engineering Requests	0		490,000	490,000	0	0	0	0	0
504												
505	**Finance Department**											
506	FN1	Modernization of purchasing and contract support		0		150,000	150,000	0		0	0	0
507			Total Finance Requests	0		150,000	150,000	0	0	0	0	0
508												
509	**Fire Department**											
510	FD1	Increase in Fire Overtime (new officer training backfill)		0		84,852	84,852	0	0	0	0	0
511	FD2	Personal Protective Equipment for New Hire Firefighters		0		43,000	43,000	0	0	0	0	0
512			Total Fire Requests	0		127,852	127,852	0	0	0	0	0
513												
514	**Planning Department**											
515	PN1	Add $250,000 for CEQA Analysis for the Midtown Specific Plan Update (CIP 3427)		0		250,000	250,000	0	0	0	0	0
516			Total Planning Requests	0		250,000	250,000	0	0	0	0	0
517			Transfer to CIP Fund from Community Planning Fund			(250,000)	(250,000)	0				
518			Net Planning Requests	0		0	0	0	0	0	0	0
519												
520	**Public Works Department**											
521	PW1	Increase Budget for Tree Maintenance by $150,000 for priority tree removal		0		150,000	150,000	0	0	0	0	0
522	PW2	Community Odor Monitoring Program		0		85,000	85,000	0	0	0	0	0
523			Total Public Works Requests	0		235,000	235,000	0	0	0	0	0
524												
525			**Total Phase II One-Time Requests**	**0**		**1,002,852**	**1,002,852**	**0**	**0**	**0**	**0**	**0**
526												
527	**Expenditures Adjustments - Midyear Requests (Phase II)**											
528	***Ongoing Requests***											
529												
530	**HR Department**											
531	HR1	Add one (1) Assistant HR Director (2		0		47,700	47,700	301,201	316,472	331,644	346,184	359,789
532	HR2	Add one (1) HR Technician		0		21,563	21,563	136,157	143,061	149,919	156,492	162,642
533			Total HR Requests	0		69,263	69,263	437,359	459,533	481,563	502,675	522,431
534												
535	**Fire Department**											
536	FD3	(3) incident command vehicles		0		127,411	127,411	55,793	59,000	62,000	65,000	68,000
537	FD4	Reclassify three (3) Firefighters to Fire Engineers (2 months)		0		6,904	6,904	43,926	46,050	48,088	49,929	51,505
538			Total Fire Requests	0		134,315	134,315	99,719	105,050	110,088	114,929	119,505
539												

	A	B	C	D	I	J	K	L	M	N	O	P
540	**Police Department**											
541	PD1		Add two (2) Community Service Officers in Patrol Services to address increased public safety needs (1 month)	0		21,168	21,168	267,326	280,880	294,345	307,250	319,325
542			Total PD Requests	0		21,168	21,168	267,326	280,880	294,345	307,250	319,325
543												
544	**Recreation Department**											
545	RC1		Reclassify Case Manager to Program Coordinator (2 months)	0		2,987	2,987	18,860	19,816	20,766	21,677	22,529
546			Total PD Requests	0		2,987	2,987	18,860	19,816	20,766	21,677	22,529
547												
548			**Total Phase II Ongoing Requests**	**0**		**227,733**	**227,733**	**823,264**	**865,278**	**906,763**	**946,530**	**983,789**
549												
550			**Total Phase II Requests**	**0**	**0**	**1,230,585**	**1,230,585**	**823,264**	**865,278**	**906,763**	**946,530**	**983,789**
551												

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING RESOLUTION NO. 1626, THE CLASSIFICATION PLAN, TO ESTABLISH NEW CLASSIFICATIONS, POSITION AUTHORIZATIONS AND RECLASSIFICATIONS IN THE HUMAN RESOURCES, POLICE, FIRE, AND RECREATION DEPARTMENTS

WHEREAS, the City of Milpitas has a Classification Plan adopted as Resolution No. 1626 on December 17, 1968, which has been amended from time to time, and which is in accordance with the Personnel Rules and Regulations of the City of Milpitas (Resolution No. 792 as amended); and

WHEREAS, amendments to the Classification Plan are necessary to account for changes within the organization, transfer of duties, new job responsibilities, and adjustments to salary ranges; and

WHEREAS, the annual mid-year budget process necessitates new classifications and salary ranges, changes in position authorizations and reclassifications that will result in modifications to the Classification Plan.

NOW THEREFORE, the City Council of the City of Milpitas hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

2. Resolution No. 1626, as amended, is hereby further amended effective February 19, 2019, as follows:

A. ESTABLISH NEW CLASSIFICATIONS WITH THE FOLLOWING TITLES AND SALARY RANGES:

Title	**Proposed Salary Range**
i. Assistant Human Resources Director	$129,716.86 - $181,607.92
ii. Community Service Officer	$ 75,652.72 - $ 91,956.80

B. AUTHORIZE THE FOLLOWING POSITIONS:

i. Authorize one (1) Assistant Human Resources Director in the Human Resources Department
ii. Authorize one (1) Human Resources Technician in the Human Resources Department
iii. Authorize two (2) Community Service Officers in the Police Department

C. AUTHORIZE RECLASSIFYING THE FOLLOWING POSITION(S):

i. Authorize the reclassification of three (3) Firefighter positions to three (3) Fire Engineer positions in the Fire Department
ii. Authorize the reclassification of one (1) Case Manager to one (1) Program Coordinator in the Recreation and Community Services Department

3. The City Council directs the Human Resources Director to create job descriptions for the above new classifications to include in the Classification Plan and submit them to the City Manager for approval on or before the date of position activation.

PASSED AND ADOPTED this _____ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Mary Lavelle, City Clerk

APPROVED:

_____
Rich Tran, Mayor

APPROVED AS TO FORM:

_____
Christopher J. Diaz, City Attorney

	A	B	C	D	I	J	K	L	M	N
4				**Adopted Budget**	**Revised Budget**	**Projection**	**Projection**	**Projection**	**Projection**	**Projection**
5				**FY18-19**	**FY18-19**	**FY19-20**	**FY20-21**	**FY21-22**	**FY22-23**	**FY23-24**
6										
7	**REVENUES**									
15			**Property Taxes**	24,774,000	27,075,136	27,874,000	28,711,000	29,573,000	30,224,000	30,893,000
17			**RPTTF Distributions (residual)**	6,631,000	6,206,000	6,268,000	6,456,000	6,650,000	6,717,000	6,784,000
23			**Sales & Use Tax**	28,520,056	28,305,900	27,601,642	28,342,577	29,292,921	30,245,063	31,201,804
27			**Other Taxes**	1,305,000	1,094,747	1,128,000	1,158,000	1,189,000	1,223,000	1,259,000
35			**Franchise Fees**	4,730,851	4,762,160	4,937,000	5,140,000	5,271,000	5,418,000	5,670,000
69			**Hotel/Motel Tax**	12,693,000	15,493,553	18,939,769	20,193,728	22,874,160	24,602,658	25,533,381
101			**License & Permits**	9,781,714	12,468,019	12,068,337	12,415,383	12,181,379	11,727,901	11,386,000
114			**Fine & Forfeitures**	471,500	429,000	473,000	477,000	481,000	485,000	489,000
123			**Interest Income**	756,000	756,000	778,590	793,682	809,795	830,215	854,962
156			**Intergovernmental**	555,500	778,136	1,148,428	889,048	585,834	447,000	452,000
214			**Charges for Services**	7,452,954	6,673,536	6,974,000	7,113,000	7,253,000	7,434,000	7,655,000
231			**Other Revenues**	41,000	46,000	41,000	41,000	41,000	41,000	41,000
268			**Operating Transfers In**	6,355,432	6,355,432	7,646,000	7,843,000	8,046,000	8,255,000	8,470,000
269										
270			**Total Revenues and Op Transfers In**	**104,068,007**	**110,443,619**	**115,877,766**	**119,573,417**	**124,248,090**	**127,649,837**	**130,689,147**
276										
277	**EXPENDITURES**									
295			**Salaries**	49,260,801	44,211,386	50,200,076	51,602,302	53,053,902	54,602,272	56,173,592
317			**Benefits**	33,350,240	33,697,457	37,415,719	39,891,260	42,203,260	42,809,260	44,202,260
403			**Services & Supplies**	19,236,620	19,421,182	19,756,863	20,434,314	20,712,246	21,510,664	21,996,583
427			**Capital Outlay**	186,968	186,968	192,000	10,000	10,000	10,000	10,000
449			**Operating Transfers Out**	4,683,378	10,613,149	2,648,844	2,792,459	3,014,376	3,344,901	3,827,079
450										
451										
452			**Total Expenditures and Op Transfers**	**106,718,007**	**108,130,142**	**110,213,502**	**114,730,335**	**118,993,784**	**122,277,098**	**126,209,514**
453										
454			Technology Replacement Reserve	0	0	0	0	0	0	0
455			Artificial Turf Replacement	0	0	250,000	250,000	250,000	250,000	250,000
456			**Net Funding of Reserves**	**0**	**0**	**250,000**	**250,000**	**250,000**	**250,000**	**250,000**
457										
458										
459	**Net Operating Results before Phase II Adjustments**			**(2,650,000)**	**2,313,477**	**5,414,264**	**4,593,082**	**5,004,306**	**5,122,739**	**4,229,633**

	Reserve	Balance at 6/30/18	18-19 Adopted Budget	Phase I Changes	FIN Changes	Phase II Changes	18-19 Revised Budget	Recommended Long-Term Target	Variance from Long-Term Target	
464	*Contribution (draw) from reserves*	*$ -*	*$ (2,650,000)*	*$ (2,076,703)*	*$ 7,040,181*	*n/a*	*$ 2,313,477*			
467	#33 - Total Unassigned General Fund (16.67%)	$ 36,495,942	$ (2,650,000)	(3,826,703)	$ 7,040,181	*n/a*	37,059,419	$ 18,025,295	19,034,125	*
468	#34 - Budget Stabilization	$ 4,000,000	$ -	1,000,000		*n/a*	5,000,000	$ 8,300,000	$ (3,300,000)	
469	#35 - PERS Stabilization	$ 29,892,501	$ -			*n/a*	29,892,501	$ 186,770,421	$ (156,877,920)	**
470	#43- Technology Replacement	$ 1,000,000	$ -			*n/a*	1,000,000	$ 5,000,000	$ (4,000,000)	
471	#44 - Facilities Replacement	$ 2,000,000	$ -	500,000		*n/a*	2,500,000	$ 10,000,000	$ (7,500,000)	
472	#45 - Artifical Turf Replacement	$ 750,000	$ -	$ 250,000		*n/a*	$ 1,000,000	n/a	n/a	
473		$ 74,138,443	$ (2,650,000)	$ (2,076,703)	$ 7,040,181	$ -	$ 76,451,920	$ 228,095,716	$ (152,643,795)	

*16.67% of General Fund FY 18-19 projected operating expenditures (including Transfers Out) before Midyear Requests

**Net Pension Liability across both its safety and miscellaneous pension plans for the fiscal year ended June 30, 2018

	A	B	C	D	I	J	K	L	M	N	O	P
4				**Adopted Budget**	**Revised Budget**	**Proposed Requests**	**Projected Budget**	**Projection**	**Projection**	**Projection**	**Projection**	**Projection**
5				**FY18-19**	**FY18-19**	**FY 18-19**	**FY 18-19**	**FY19-20**	**FY20-21**	**FY21-22**	**FY22-23**	**FY23-24**
6												
7	**REVENUES**											
15			**Property Taxes**	24,774,000	27,075,136	0	27,075,136	27,874,000	28,711,000	29,573,000	30,224,000	30,893,000
17			**RPTTF Distributions (residual)**	6,631,000	6,206,000	0	6,206,000	6,268,000	6,456,000	6,650,000	6,717,000	6,784,000
23			**Sales & Use Tax**	28,520,056	28,305,900	0	28,305,900	27,601,642	28,342,577	29,292,921	30,245,063	31,201,804
27			**Other Taxes**	1,305,000	1,094,747	0	1,094,747	1,128,000	1,158,000	1,189,000	1,223,000	1,259,000
35			**Franchise Fees**	4,730,851	4,762,160	0	4,762,160	4,937,000	5,140,000	5,271,000	5,418,000	5,670,000
69			**Hotel/Motel Tax**	12,693,000	15,493,553	0	15,493,553	18,939,769	20,193,728	22,874,160	24,602,658	25,533,381
101			**License & Permits**	9,781,714	12,468,019	0	12,468,019	12,068,337	12,415,383	12,181,379	11,727,901	11,386,000
114			**Fine & Forfeitures**	471,500	429,000	0	429,000	473,000	477,000	481,000	485,000	489,000
123			**Interest Income**	756,000	756,000	0	756,000	778,590	793,682	809,795	830,215	854,962
156			**Intergovernmental**	555,500	778,136	0	778,136	1,148,428	889,048	585,834	447,000	452,000
214			**Charges for Services**	7,452,954	6,673,536	0	6,673,536	6,974,000	7,113,000	7,253,000	7,434,000	7,655,000
231			**Other Revenues**	41,000	46,000	0	46,000	41,000	41,000	41,000	41,000	41,000
267			**Operating Transfers In**	6,355,432	6,355,432	0	6,355,432	7,646,000	7,843,000	8,046,000	8,255,000	8,470,000
268												
269			**Total Revenues and Op Transfers In**	**104,068,007**	**110,443,619**	**0**	**110,443,619**	**115,877,766**	**119,573,417**	**124,248,090**	**127,649,837**	**130,689,147**
275												
276	**EXPENDITURES**											
294			**Salaries**	49,260,801	44,211,386	312,585	44,523,971	51,000,882	52,443,987	53,935,945	55,523,007	57,130,584
316			**Benefits**	33,350,240	33,697,457	0	33,697,457	37,415,719	39,891,260	42,203,260	42,809,260	44,202,260
402			**Services & Supplies**	19,236,620	19,421,182	555,411	19,976,593	19,812,655	20,493,314	20,774,246	21,575,664	22,064,583
426			**Capital Outlay**	186,968	186,968	0	186,968	192,000	10,000	10,000	10,000	10,000
448			**Operating Transfers Out**	4,683,378	10,613,149	490,000	11,103,149	2,648,844	2,792,459	3,014,376	3,344,901	3,827,079
449												
450												
451			**Total Expenditures and Op Transfer**	**106,718,007**	**108,130,142**	**1,357,996**	**109,488,138**	**111,070,100**	**115,631,020**	**119,937,826**	**123,262,832**	**127,234,506**
452												
453			Technology Replacement Reserve	0	0	0	0	0	0	0	0	0
454			Artificial Turf Replacement	0	0	0	0	250,000	250,000	250,000	250,000	250,000
455			**Net Funding of Reserves**	**0**	**0**	**0**	**0**	**250,000**	**250,000**	**250,000**	**250,000**	**250,000**
456												
457												
458			**Net Operating Results**	**(2,650,000)**	**2,313,477**	**(1,357,996)**	**955,481**	**4,557,665**	**3,692,398**	**4,060,263**	**4,137,005**	**3,204,641**

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Consider Mayor's Recommendations for Appointments to City of Milpitas Planning Commission and Re-appoint Two members of the Milpitas Veterans Commission (Contact: Mayor Tran, 408-586-3029)**
Category:	Reports of Mayor and Councilmembers
Meeting Date:	2/19/2019
Staff Contact:	Mayor Rich Tran, 408-586-3029
Recommendation:	Receive Mayor's recommendations, and consider confirming two appointments by Mayor Tran to terms on the City of Milpitas Planning Commission, and Re-appoint one member of the Milpitas Veterans Commission

Background:
Milpitas Municipal Code Title I Chapter 500 establishes the composition, qualifications, and organization of the Milpitas Planning Commission and provides regulations for appointments and terms of office. Any member of the City Council may recommend to the Mayor a candidate for appointment to the Planning Commission. The Mayor will consider all of the applications submitted and make recommendations for review and approval by the entire City Council. All appointees to the Planning Commission must be residents and registered voters in Milpitas and may not hold any other public office or employment in the government of the City of Milpitas.

The term of office for each member of the Milpitas Planning Commission is three years, commencing on the first day of January and concluding on the 31st day of December of the third year thereafter. The Planning Commission Bylaws allow current Planning Commissioners to remain in office until their successors are appointed. At present, two Commissioners are serving "extended' terms that expired on December 31, 2017, and three Commissioners are serving "extended" terms that expired on December 31, 2018. The other two seats will expire on December 31, 2019. New appointees will complete the unexpired portion of the normal term of their appointed seat.

In August 2018, the City Council adopted a new City Commissioners Handbook and established term limits for all city commissions. Members of the Milpitas Planning Commission may serve up to three consecutive three-year terms. Two current Planning Commissioners have already served three or more consecutive terms and are not eligible for reappointment. These commissioners may apply to serve on a different city commission if they wish to continue their service in the community. Each member of the Planning Commission received notification regarding the status of their current term on the Commission in November 2018.

Analysis:
Five seats on the City of Milpitas Planning Commission need new appointments or reappointments. As noted above, two current Planning Commissioners are serving "extended" terms after their regular terms expired at the end of December 2017, and three current Commissioners (including the alternate) are serving "extended" terms after their regular terms expired at the end of December 2018. The other two Commissioners, including the Chair, have terms that will expire at the end of December 2019. While allowing members of the Planning Commission to serve "extended" terms enables the Commission to conduct business without interruption, making new regular appointments will ensure transparency in the appointment process and give other interested residents an opportunity to serve.

Planning staff facilitates meetings of the Planning Commission and maintains voting and attendance records. The Planning Commission Bylaws require staff to inform the Council when a member has three or more absences in a calendar year. The following table shows the status of each Commissioner, including terms of service and attendance.

Seat	Member in Seat	Term Expiration	Terms Served	Absences in 2017-18	Status
1	Sudhir Mandal	Dec. 2019	4	2	Current
2	Demetress Morris	Dec. 2019	1	4	Current
3	Zeya Mohsin	Dec. 2018	1	5	Term Expired
4	Gurdev Sandhu	Dec. 2018	7	3	Termed Out
5	Larry Ciardella	Dec. 2017	4	3	Termed Out
6	Ray Maglalang	Dec. 2017	1	2	Term Expired
7	Evelyn Chua (Alt.)	Dec. 2018	1	4	Term Expired

Application Process

Any resident interested in serving on the Planning Commission must submit an application to the City. The Clerk confirms the applicant's voter registration with the Registrar of Voters and provides a list of qualified applicants to the Planning Director. The Planning Director reviews the list and makes recommendations to the Mayor. The Mayor may ask for input from the Council and/or invite additional members of the community to submit applications.

As part of the current appointment process, the City Clerk presently has 18 applications on file, and copies of all applications on file at the City Clerk's office are included in the agenda packet (Attachment1).

At this time, Mayor Tran recommends the appointment of residents Timothy Alcorn and Bill Chuan. Mayor Tran recommends that Mr. Chuan fill in the seat previously served by Ray Maglalang, and to thank Commissioner Maglalang for his service. Mayor Tran recommends Mr. Alcorn fill in a currently vacant seat on the Commission that will expire in December 2021.

Veterans Commission: Mayor Tran recommends the re-appointment of Denny Weisgerber to the Milpitas Veterans Commission to a term that will expire in February of 2022. While term limits are incorporated in the new Commissioners Handbook with a three term maximum, the Council shall consider the limited pool of Milpitas veterans to serve on this specific Commission, and affirm the re-appointment.

Mayor also recommends re-appointment of Commissioner William Devereux to another 3-year term.

Fiscal Impact: Appointment of Planning Commissioners will create no new fiscal impacts.

California Environmental Quality Act: Not a project

Recommendations:

1) Receive Mayor Tran's recommendations, and move to appoint Mr. Alcorn into a term of service that will expire in December 2021 and appoint Mr. Chuan into a currently vacant term of service that will expire December of 2020, on the Milpitas Planning Commission.
2) Move to affirm Mayor Tran's recommendation to re-appoint Commissioners Denny Weisgerber and William Devereux to the Milpitas Veterans Commission to new 3-year terms that expire in February of 2022.

Attachment: all current Planning Commission applications

✓ registered voter

COMMISSION APPLYING FOR:	Planning Commission
Title	Mr.
Name	Timothy Carlos Alcorn
Address Type	Residence
Address	2383 Mattos dr
City	Milpitas
Postal/Zip Code	95035
Mobile Number	(408) 835-0735
E-Mail Address	Timothy.alcorn5@gmail.com

City Clerk's Office
JAN 29 2019
RECEIVED

Present Employer	Christ community church of Milpitas
Other Phone	(408) 262-8000
City	Milpitas
Postal / Zip code	95035

Occupation	Maintenance technician

List community organizations to which you belong or have belonged (additional information may be attached).

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):
When I ran for city council, I met with traffic technicians and housing developers to discuss the pros and cons about every kind of housing structure. I have a good amount of knowledge with new housing structures and I believe that my fresh eyes could give a new perspective on the city layout. I have the energy and motivation to put 100% into this commission.

Date Jan 29, 2019

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

City Clerk's Office
FEB 05 2019
RECEIVED

CITY OF MILPITAS
PLANNING COMMISSION APPLICATION

NOTE: Milpitas Municipal Code, Title I Chapter 500, requires "at all times during the term of office, a Planning Commissioner shall be a registered voter of the City of Milpitas and a resident of the City of Milpitas." Also, all applicants are required to complete a ***SUPPLEMENTAL QUESTIONNAIRE*** in addition to this application form.

PLEASE PROVIDE COMPLETE INFORMATION (in black ink)

X **Mr.**

☐ **Mrs./Ms.**

Are you a registered City of Milpitas voter? Yes

How long have you lived in Milpitas? Since 2008

Name: Bill (First) Chuan (Last) — Middle

Address: 2276 Edsel Drive (Number, Street (apt. # if needed)), Milpitas, CA 95035

Telephone Number(s) 408-209-6188 — **e-mail address** bill_chuan@yahoo.com

Present Employer Flex — **Business Telephone** 408-209-6188

Business Address 6201 America Center Drive, San Jose, CA 95002 — **Occupation** Director, Sales Engineering

Education:

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
Cal Poly, San Luis Obispo	Electrical Engineering	June, 1996	BSEE
US Army	Armor Crewman	1989	OSUT

List community organizations to which you belong or have belonged (additional information may be attached).

Date	Name of Organization	Officer / Member
2011-Current	Spangler / Burnett PTA	Member/Past Coordinator
Current	Christ Community Church of Milpitas	Attendee
Current	Milpitas Historical Society	Member

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

I have over 20+ years experience working in both start-up and large corporations and have a strong desire to use my corporate experience to help improve the overall Milpitas community. My engineering background / thought process and technical leadership skills are definitely transferable and would benefit the Planning Commission. I also have a Real Estate Salespersons license.

Below is a summary of some of my qualifications:

SUMMARY
-Proven leadership in resolving various technical and business issues at executive, engineering, and operations levels.
-Outstanding in cross-functional team leadership with various groups to drive and meet customer requirements and plans.
-Motivated and results-oriented with a strong technical background
-Proven business acumen ability to set strategic priorities to meet overall goals and future plans.
-Takes initiative, operates well under pressure during a crisis and critical situations, and versatile.
-Strong mentor and coach to other colleagues.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true and that I am a registered voter and a resident of the City of Milpitas.

Bill Quan

2-4-19

Signature | Date

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. **Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant.**

NOTE: *ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD*

Fax (586-3030), e-mail (mlavelle@ci.milpitas.ca.gov), mail or drop off your completed application and supplemental questionnaire to:
City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035

PLANNING COMMISSION
SUPPLEMENTAL QUESTIONNAIRE

(Please type or print responses on a separate paper[s] to the following questions)

1. Why are you interested in serving on the Planning Commission?

I want to serve on the Planning because as resident and as a caring and concerned parent of 3 small children in the Milpitas, I want to work closely with the city to ensure the city is planning and zoning the city of Milpitas in the best and optimal way for the present and future.

2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and Planning procedures affect the development of the community.

In reviewing the links provided on the Milpitas city website, it is my understanding of City's General Plan, Zoning Ordinance, and Planning procedures affect the development of the community as such:

City's General Plan: Provides a response to the City's needs and state law, this Plan describes the City's ideas for its future and the ways in which it intends to transform these ideas into reality. It incorporates additional plans (the Midtown Specific Plan and Transit Area Plan that establish, in more specific terms, the nature, character and location of activities and development; guide the orderly growth of the Midtown area and southern area near transit; define the nature of development and the physical framework of those areas; and provide a basis for future implementing actions to improve and beautify the areas.

Zoning Ordinance: An ordinance establishing various districts within the City of Milpitas, and appropriate regulations for each district regarding building type, height and bulk, businesses, land uses, and required open spaces for each district.

Planning procedures: Provide the details for the planning and works together with City's general plan and zoning ordinance.

3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?

I have over 20+ years experience working in both start-up and large corporations and have a strong desire to use my experience to help improve the overall Milpitas community. My engineering background / thought process and technical leadership skills are definitely transferable and would benefit the Planning Commission. I also have a Real Estate Salespersons license and my knowledge and background in this area is an added benefit for the Planning Commission.

Below is a summary of some of my qualifications:

SUMMARY
-Proven leadership in various technical and business issues at executive, engineering, and operations levels.

-Outstanding in cross-functional team leadership with various groups to drive and meet customer requirements and plans.
-Motivated and results-oriented with a strong technical background
-Proven business acumen ability to set strategic priorities to meet overall goals and future plans.
-Takes initiative, operates well under pressure during a crisis and critical situations, and versatile.
-Strong mentor and coach to other colleagues.

4. What do you feel are the most pressing planning problems or issues in Milpitas? How do you think they should be best resolved?

The most pressing planning problems is the rapid developmental growth of Milpitas and the city's ability to support through the infrastructure. Another key problem is affordable housing. With many new residents and businesses coming into Milpitas, having the infrastructure to support this is a tremendous challenge. The best way to resolve the expansion and the issues associated with it is to:

1-Review each development plan
2-Understand the benefits and issues around the plan
3- Understand if there are any legal implications for proceeding with the plan.
4-Have a discussion around what would be best for the present and future of the plan
a-If further study, is needed, implement a task for to future review the plan.
5-Review the plan further with the city and other key stakeholders.
6-Work with the city council, other planning commissioners, to decide on the plan.

5. Do you have a long-term vision of how you think the City should develop?

My long-term vision for Milpitas is to have a city that addresses key infrastructure issues (traffic, transportation, fire, police, school infrastructure, water, electricity, gas, etc.) to meet the growing residential and business developmental expansion of Milpitas and shortage of affordable housing.

6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?

To address a shortage of affordable housing, my thoughts are:

1-Review current plans with the city and planning departments that are in place and identify areas that need improvement. For those areas that need improvement, work with the city on optimizing and improving.

2-Understand from current residences in a public forum the current challenges they are facing in getting affordable housing and obtain ideas from them on where they see gaps and their thoughts on how the city can improve.

3-Work with the city council to have discussions with other cities that have addressed affordable housing issues and see where we can improve.

4-Understand county, state, and federal programs that are in place for affordable housing to see how Milpitas can benefit from them.

7. What do you see as the different roles of City staff, the Planning Commission, and the City Council?

The different roles of the City staff are defined on the Milpitas websites and provide a good guidance of each of the roles.

The city staff role is various and generally implements and supports the policies and procedures of the city. As an example, the planning division "promotes and facilitates high quality of life through community partnerships, innovation, vision, and exemplary customer service to ensure a vibrant Milpitas."

The Planning Commission is general is serves as an advisory board to the City Council. According to the Milpitas Website (http://www.ci.milpitas.ca.gov/our-government/commission/planning-commission/) : The Planning Commission shall have all powers and duties imposed upon a planning commission and zoning agency by the Planning and Zoning Law of the State, subject to the provisions of the City Municipal Code, and shall act as the

advisory agency pursuant to the Subdivision Map Act of the State. In addition, the Planning Commission shall consider the overall architectural development, including color and material of exteriors, of all commercial and industrial districts and all developments in residential districts for which a use permit or architectural review permit is required. The Commission also plays a role in the administration of the City Zoning Ordinance and Subdivision Ordinance.

The Commission Reviews and Acts Upon the Following:

1. General Plan and General Plan amendments;
2. Neighborhood and specific area plans;
3. Environmental impact reports and negative declarations;
4. Tentative subdivision maps;
5. Planned Development permit applications for developments;
6. Subdivision Ordinance exceptions;
7. Zoning and subdivision Ordinance amendments
8. Special studies and reports

As elected officials, the City Council represents the diverse community. They establish and review ordinances, provide policy guidelines to the administration, and interact with all residents to ensure community involvement.

Mary Lavelle

From: Mary Lavelle
Sent: Monday, February 04, 2019 10:15 AM
To: 'bill_chuan@yahoo.com'
Subject: CITY OF MILPITAS COMMISSION APPLICATION [#56]
Attachments: Application Plan Comm 2012.doc

Hello Bill Chuan,

Thank you for submitting your application for consideration for appointment by the City Council to the Milpitas Planning Commission.

Please confirm that you are a registered voter at your current Milpitas address, since that is one requirement for serving on the Commission.

Also, it is requested that Planning Commission applicants complete a questionnaire when applying. Please see attached page two, complete and submit that to my attention. I will attach it to your application submitted below.

Sincerely,

Mary Lavelle
Milpitas City Clerk

From: no-reply@ci.milpitas.ca.gov [mailto:no-reply@ci.milpitas.ca.gov]
Sent: Saturday, February 02, 2019 11:33 PM
To: Mary Lavelle <mlavelle@ci.milpitas.ca.gov>; Mike Luu <mluu@ci.milpitas.ca.gov>
Subject: CITY OF MILPITAS COMMISSION APPLICATION [#56]

COMMISSION APPLYING FOR:	Planning Commission
Title	Mr.
Name	Bill Chuan
Address Type	Residence
Address	2276 Edsel Drive
City	Milpitas
Postal/Zip Code	95035
Mobile Number	(408) 209-6188
E-Mail Address	bill_chuan@yahoo.com
Present Employer	Flex
Occupation	Director, Sales Engineering
College, Professional, Vocational, or other schools attended	Cal Poly, San Luis Obispo

Major Subject	Electrical Engineering
Degree	Bachelor of Science

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization	Open19
Member	Yes
Name of Organization	Spangler / Burnett PTA
Member	Yes
Name of Organization	IEEE
Member	Past

City Clerk's Office
FEB 04 2019
RECEIVED

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):
I have over 20+ years experience working in both start-up and large corporations and have a strong desire to use my experience to help improve the overall Milpitas community. My skills are definitely transferable and would benefit the Planning Commission. Below is a summary of some of my qualifications:

SUMMARY
-Proven leadership in providing high-level support, training, and resolving various technical and business issues at executive, engineering, and operations levels.
-Outstanding in cross-functional team leadership with various groups to drive and meet customer requirements and plans.
-Motivated and results-oriented with a strong technical background
-Proven business acumen ability to set strategic priorities to meet overall goals and future plans.
-Takes initiative, operates well under pressure during a crisis and critical situations, and versatile.
-Strong mentor and coach to other colleagues.

Here is also a link to my Linkedin profile for reference:
https://www.linkedin.com/in/bill-chuan-8b56542/

I'm also attaching a copy of my resume for reference.

Upload a File	Bill Chuan Resume-PlanningCommission.pdf
Date	Feb 02, 2019

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Bill Chuan

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

✓ registered voter

CITY OF MILPITAS
COMMISSION/COMMITTEE APPLICATION

~~Arts Commission~~ PLANNING COMMISSION

PROVIDE COMPLETE INFORMATION (in black ink) **COMMISSION APPLYING FOR**

☑ Mr. ☐ Mrs ☐ Miss

City Clerk's Office
JUN 15 2018
RECEIVED

Ricardo	Palmer	Ablaza	
Name: First		Middle	Last

603 Carlsbad Str	Milpitas CA 95035
Address: Number	Street (apt. # if needed) / City & Zip Code

408-316-0793	rpablaza@comcast.net
Telephone Number(s)	**e-mail address**
First Pacific Real Estate	408-316-0793
Present Employer	**Business Telephone**
603 Carlsbad Street Milpitas CA 95035	Real Estate Broker
Business Address	**Occupation**

Education: If **Youth Advisory Commission** applicant, indicate your grade/school: _____

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
Ateneo de Manila University	Pre Med		
University of the East	Economics		AB Economics

List community organizations to which you belong or have belonged (additional information may be attached). If application is for ***Veterans Commission***, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member
2007-2011	ResRac Commission	Commissioner
2009-Present	Economic Development Commission	Commission

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

I AM AN EXPERIENCED REAL ESTATE BROKER. I AM ALSO AN REO AGENT FOR BANK OF AMERICA WHERE I NOT ONLY LIST THEIR FORECLOSED PROPERTIES BUT ALSO HANDLE PROPERTY VALUATION, ANALYSIS, PROPERTY PRESERVATION, REHAB & EVICTION. AS A CONSEQUENCE I USE MY LEARNED SKILLS TO ASSIST MY INVESTOR CLIENTS IN FLIPPING & REHABBING HOMES & REAL ESTATE DEVELOPMENT.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Signature **Date** 06/14/2018

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. **Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant.**

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mail, email or drop off your completed application to:

City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: mlavelle@ci.milpitas.ca.gov

I FEEL MY EXPERIENCE & EXPERTISE IN THIS FIELD MAKE ME A GOOD CANDIDATE FOR THE POSITION OF COMMISSIONE IN THE PLANNING COMMISSION.

City Clerk's Office
JUN 27 2018
RECEIVED

Ricardo P. Ablaza
603 Carlsbad Street
Milpitas, CA 95035

CITY OF MILPITAS PLANNING COMMISSION SUPPLEMENTAL QUESTIONNAIRE

Please type or print responses to the following questions. Additional sheets may be attached. Submit responses with Application form to: City Clerk, Milpitas City Hall, 455 E Calaveras Blvd., Milpitas CA 95035.

1. Why are you interested in serving on the Planning Commission?

   Please see my response in the following attached pages

2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and planning procedures affecting the development of the community.

   Please see my response in the following attached pages

3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?

   Please see my response in the following attached pages

4. What do you feel are the most pressing planning problems or issues in Milpitas? How do you think they should best be resolved?

   Please see my response in the following attached pages

5. Do you have a long-term vision of how you think the City should develop?

   Please see my response in the following attached pages

6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?

   Please see my response in the following attached pages

7. What do you see as the different roles of City staff, the Planning Commission, and the City Council?

   Please see my response in the following attached pages

Response to Question #1:
I want to help the City (in an advisory capacity) in developing and maintaining a comprehensive, integrated land use plan, not only for the majority of our community, but for all demographics and stakeholders. Coming from the Economic Development Commission, I know the importance for the City to develop more income streams so it can provide the residents and all stakeholders with exceptional and cost effective services.

Response to Question #2:
The General Plan, Zoning Ordinance and planning procedure is the vision, goals and objectives of the City of Milpitas in planning and developing land use, housing, circulation, conservation, noise, safety, open space and the fair treatment and meaningful involvement of all residents and stakeholders, regardless of race, color, origin and income.

Response to Question #3:
I am an experienced real estate broker. I am also an REO agent for Bank of America and several other asset management companies where I not only list their foreclosed properties but also handle property valuation, analysis, property preservation, rehab and eviction. As a consequence, I use my learned skills to assist my homebuyers, homesellers and investors in buying, selling, flipping and rehabbing homes as well as real estate development. I feel my experience and expertise in this field make me a good candidate for the position of Commissioner with the Planning Commission.

Response to Question #4:
Too much of our commercial / industrial spaces have been converted to housing. We do not want the City to be a bedroom community. Vallejo is a classic example of a bedroom community gone bankrupt. We need to provide more mixed use development as was the original concept of the midtown specific plan and the transit plan. Retail and commercial operations bring income to the city. We need to know the type of retail / commercial mix and size which the City can absorb and still allow its operations to be profitable. We also need to develop areas for businesses which also contribute to the City's Income. To attract businesses to the City, we need to increase the Floor Area Ratio (FAR) to allow vertical development and maximum usage of the little land we have left. The City also needs to reduce traffic which is becoming a problem. Road bypasses need to be built so that the traffic coming to and fro areas outside the Bay Area to Silicon Valley can be diverted from entering the City proper. Also, the various retail / commercial centers need to be connected with point to point public transportation. This way residents will not have to bring their cars when commuting to these centers thereby alleviating traffic congestion.

Response to Question #5:
The City needs to develop bypass roadways to minimize traffic congestion. As our population grows we need to invest in more schools, specially a second High School. We need to start developing vertically to maximize the little land we have left. We also need to develop public transportation in and around the City. We need to strengthen and improve / update our infrastructure to accommodate all the development in the City.

Response to Question #6:
The average price of sold homes in Milpitas is $1M. To purchase a $1M home one will need a minimum 20% downpayment ($200,000) which leaves a debt of $800,000. To be approved for a loan, one would need a gross annual income of $144,000 / annum. This leaves the question, what about the marginal and low income earners? How will they fulfill their American Dream of home ownership? How can the City of Milpitas provide housing to this segment of our residents and stakeholders – affordable housing. A low income earner who earns $5000 / month, who has $90000 for downpayment can purchase a home worth $450K. Providing homes in this price range will house marginal and low income earners, assuming they have $90K tucked away for downpayment. However, not all marginal and low income earners have this kind of money tucked away. The answer is socialized housing. Provide rental units whose rents are affordable to this demographic. This will allow this demographic housing while they grow their financial capacity. When they can afford moving up and purchasing a home, they move out of socialized housing allowing the next low income earner to move in. This will be the continuous cycle of the socialized housing units.
I am very passionate about providing affordable housing to the marginal and low income earner segment of our city. Then, of course, there is the homeless segment which needs to be addressed as well. There are cities in the USA that have successfully developed housing for the homeless. We need to research and study the success of these cities so we can adapt a winning strategy and implement the same in our City.

Response to Question #7:
City Council – legislates city ordinances, resolutions and regulations; and, is the policy making body for the City's direction, goals, projects and infrastructure development.

City Staff – implements the legal and policy decisions made by the City Council

Planning Commission – advisory body, promote economic development, assist in writing specific or community plans, holds public hearings on such plans.

✓ registered voter

City Clerk's Office
NOV 27 2018
RECEIVED

COMMISSION APPLYING FOR:	Planning Commission
Title	Mr.
Name	Manpreet S Badesha
Address Type	Residence
Address	2378 Edsel Drive
City	Milpitas
Postal/Zip Code	95035
Mobile Number	(408) 205-1663
E-Mail Address	badesha@me.com
Present Employer	Omnciell
Other Phone	(408) 205-1663
Occupation	Management
Education: If Youth Advisory Commission applicant, indicate your grade/school:	AA Degree
College, Professional, Vocational, or other schools attended	AA Degree
Major Subject	Math, Eng
Degree	yes

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization	Sikh Temple
Member	Manager

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Nov 27, 2018

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

City Clerk's Office
MAY 18 2018
RECEIVED

registered voter

CITY OF MILPITAS
PLANNING COMMISSION APPLICATION

NOTE: Milpitas Municipal Code, Title I Chapter 500, requires "at all times during the term of office, a Planning Commissioner shall be a registered voter of the City of Milpitas and a resident of the City of Milpitas." Also, all applicants are required to complete a ***SUPPLEMENTAL QUESTIONNAIRE*** in addition to this application form.

PLEASE PROVIDE COMPLETE INFORMATION (in black ink)

Name: EVELYN (First) QUEDADO (Middle) CHUA (Last)

Address: 929 (Number) COVENTRY WAY (Street) MILPITAS, CA. 95035 (Apt. #)

Telephone Number(s) 408-728-2436 **e-mail address** CHUA4EVELYN@GMAIL.COM

Are you a registered voter in the City of Milpitas? YES How long have you lived in Milpitas? 29 YEARS

Present Employer SELF-EMPLOYED **Business Telephone** 408-728-2436

Address SAME AS ABOVE **Occupation** HR CONSULTANT

Education:

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
GOLDEN GATE UNIVERSITY	MASTER IN HUMAN RESOURCES	2009	MS HR
FAR EASTERN UNIVERSITY	B.S. MED. TECHNOLOGY	1973	BS MT

List community organizations to which you belong or have belonged (additional information may be attached):

Date	Name of Organization	Officer / Member
2015 - PRESENT	LADIES GUILD - MILPITAS	MEMBER
2016 - "	PEACEFUL POET - MILPITAS	MEMBER

Briefly describe your personal qualifications that you believe would be an asset (additional information may be attached):

AS A CURRENT PLANNING COMMISSIONER - ALTERNATE AND PREVIOUSLY SERVED AS A REGULAR MEMBER OF THE COMMISSION, I HAVE THE KNOWLEDGE, SKILL, EXPERIENCE, AND PROVEN DEDICATION / COMMITMENT TO BE A PERMANENT / REGULAR MEMBER OF THE PLANNING COMMISSION.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Evelyn Chua
Signature

5-18-18
Date

Applications not acted upon ***will expire after one year*** *from the date submitted unless renewed by the applicant.*

NOTE: *ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD*
Mail or drop off your completed application to the City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035

CITY OF MILPITAS

Mailing Address: 455 East Calaveras Boulevard, Milpitas, California 95035-5479 • www.ci.milpitas.ca.gov
Temporary Location: 1210 Great Mall Drive

City Clerk's Office
MAY 18 2018
RECEIVED

PLANNING COMMISSION SUPPLEMENTAL QUESTIONNAIRE

Please type or print responses on separate paper(s) to the following questions:

1. Why are you interested in serving on the Planning Commission?
   CURRENTLY, I'M A PLANNING COMMISSIONER-ALTERNATE. I WOULD LIKE TO BE A PERMANENT VOTING MEMBER OF THE COMMISSION.
2. Describe your understanding of how the City's general plan, zoning ordinance, and planning procedures affect the development of the community.
   GENERAL PLAN IS THE MASTER GUIDELINE FOR DEVELOPMENT IN THE CITY. ZONING ORDINANCE IMPLEMENTS THE GENERAL PLAN WHILE PLANNING PROCEDURE IS THE STEP-BY-STEP METHODOLOGY THAT IS FOLLOWED.
3. In what way will your personal or work experience contribute to your role as Planning Commissioner? HAVING BEEN A PROJECT MANAGER, I HAVE THE SKILL, KNOWLEDGE, EXPERIENCE IN PLANNING, DEVELOPMENT, IMPLEMENTATION AND MONITORING OF PROJECTS. THESE SKILLS ARE ESSENTIAL AS A PLANNING COMMISSIONER.
4. What do you feel are the most pressing planning problems or issues in Milpitas? How do you think they should best be resolved? HOUSING, TRANSPORTATION, TRAFFIC, PARKING; INCREASE IN WATER & ELECTRIC FEES. (PLEASE REFER TO BACK PAGE.)
5. Do you have a long-term vision of how you think the City should develop?
   THE CITY SHOULD BE DEVELOP WHERE THERE IS A BALANCE BETWEEN SUSTAINABLE GROWTH, CONTAINED TRAFFIC ISSUE, ADDRESSED PARKING CHALLENGE, SENIOR AND AFFORTABLE HOUSING FOCUSED.
6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts of how the City should address this issue.
   YES, PLEASE REFER TO ITEM #4 ON THE BACK PAGE.
7. What do you see as the different roles of City staff, the Planning Commission, and the City Council? CITY STAFF REVIEWS ANY DEVELOPMENT REQUESTS TO ENSURE THAT THEY'RE COMPLIANT WITH THE GENERAL PLAN, ZONING ORDINANCE AND PERMIT RELATED REQUIREMENTS LIKE FIRE, SAFETY, BUILDING ARE COMPLIANT AS WELL. (PLEASE REFER TO BACK PAGE).
8. What do you believe should be the focus of the Milpitas Redevelopment Agency and program? IT SHOULD FOCUS ON HOUSING, IF THE FUNDS ARE AVAILABLE.

SEE BACK →

#4: a) HOUSING:

- AGGRESIVE IMPLEMENTATION OF IN-LAWS QUARTERS
- PROVIDE INCENTIVE TO DEVELOPERS FOR MORE SMALLER UNIT OF HOUSING/STUDIOS
- EXPLORE THE FEASIBILITY OF TINY HOMES IN DESIGNATED AREAS IN MILPITAS

b) TRAFFIC

- PROVIDE IN THE GENERAL PLAN A "PHASE-IN" APPROACH OF DEVELOPMENT
- A STUDY TO PROVIDE BETWEEN A SUSTAINBLE/BALANCE GROWTH & TRANSPORTATION
- WORK WITH STATE ON HOW TO MANAGE STATE ROADS WITH MILPITAS NEEDS ON CITY STREETS

c) INCREASE IN WATER & ELECTRIC FEES

- CONTINUE TO EXPLORE WAYS TO ADDRESS THESE ISSUES IN ORDER TO FIND SOLUTIONS THAT ARE SUITABLE FOR CITY & CITEZENS NEEDS.

#8 PLANNING COMMISSION AFTER REVIEW OF THE REQUEST MAKES RECOMMENDATION TO THE CITY COUNCIL. CITY COUNCIL MAKES THE FINAL DECISION.

✓ registered voter

CITY OF MILPITAS
COMMISSION/COMMITTEE APPLICATION

City Clerk's Office
JUN 01 2018
RECEIVED

Veterans Commission
Youth Advisory Commission
Others

PROVIDE COMPLETE INFORMATION (in black ink)

☒ Mr. ☐ Mrs ☐ Miss

COMMISSION APPLYING FOR Planning Comm. ✓

Name: lawrence (First) John (Middle) Ciardella (Last)

Address: 634 (Number) Santos Ct (Street (apt. # if needed)) Milpitas 95035 (City & Zip Code)

Telephone Number(s) H. 408-262-9097 Cell 408-712-9710

e-mail address Ciardella.J@AOL.Com

Present Employer Retired Ciardella's Garden Supply Inc

Business Telephone 650-321-5913

Business Address 1001 San Antonio Ave Palo Alto Ca

Occupation Pres.

Education: If **Youth Advisory Commission** applicant, indicate your grade/school: _____

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
College of San Mateo	Business	1966-1968	
US Air Force College		1968-1972	

List community organizations to which you belong or have belonged (additional information may be attached). If application is for ***Veterans Commission***, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member
1973-Present	Spring Valley V.F.D.	Asst. Chief
2014-Present	Milpitas Rotary	Pres. Elect
2012-Present	Milpitas Chamber	Board member

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

I have been a Planning Commissioner since 11/2005 to Present Served on the Hillside, Ordance Rev. Community C.A.C, Owned and operated a Garden Center in Palo Alto

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Signature _____ **Date** May 31, 2018

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. **Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant.**

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mail, email or drop off your completed application to:

City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035; email: mlavelle@ci.milpitas.ca.gov

City Clerk's Office
SEP 20 2018
RECEIVED

registered voter

COMMISSION APPLYING FOR:	Planning Commission
Title	Mr.
Name	spencer hsu
Address Type	Residence
Address	59 meadowland drive
City	Milpitas
Postal/Zip Code	95035
Mobile Number	(408) 223-5493
E-Mail Address	sphsu2016@gmail.com
Present Employer	Optibus
Occupation	Sales Manager
College, Professional, Vocational, or other schools attended	Santa Clara University
Major Subject	Marketing
Degree	MBA

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization	VNARP
Member	Yes
Name of Organization	AREAA
Member	Yes
Name of Organization	CoreNet
Member	Technology SIG

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):
I have been investing in real estate for over 2.5 years
10+ years in technology business development
Born and raised in San Jose and Milpitas
Lived in Milpitas for over 23 years so I am very familiar with the changes and the businesses that came in and out.
I'd like to help out with the community and be more involved in my city.

Date Sep 18, 2018

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOT reg. voter
1/30/19

COMMISSION APPLYING FOR:	Planning Commission
Title	Mr.
Name	Nagaraj Koranthota
Address Type	Residence
Address	755 East Capitol Avenue
City	Milpitas
Postal/Zip Code	95035
Mobile Number	(408) 598-7489
E-Mail Address	Nagaraj.koranthota@gmail.com
Present Employer	Cisco

City Clerk's Office
JAN 29 2019
RECEIVED

List community organizations to which you belong or have belonged (additional information may be attached).

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Date Jan 29, 2019

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

✓ registered voter

City Clerk's Office
AUG 13 2018
RECEIVED

CITY OF MILPITAS
COMMISSION/COMMITTEE APPLICATION

~~Arts Commission~~ Planning
COMMISSION APPLYING FOR

PROVIDE COMPLETE INFORMATION (in black ink)

☑ Mr. ☐ Mrs ☐ Miss

Name:	Michael	W	Lee
	First	Middle	Last
Address:	1613	Rocky Mountain Ave	Milpitas 95035
	Number	Street (apt. # if needed)	City & Zip Code

408-263-1577
Telephone Number(s)

privacymike@gmail.com
e-mail address

Intuitn Inc.
Present Employer

650-944-6000
Business Telephone

2700 Marine Way Mountain View, CA 94043
Business Address

Senior Privacy Manager
Occupation

Education: If **Youth Advisory Commission** applicant, indicate your grade/school: _____

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
San Jose State University	Business Administration	08/10/2018	BS

List community organizations to which you belong or have belonged (additional information may be attached). If application is for ***Veterans Commission***, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member
Present	Milpitas Community Advisory Commission	Alternate

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):
I have experience as an auditor at a big 4 accounting firm and have spent the last 15 years in the legal profession as a global privacy compliance subject matter expert.

y profession requires me to have a thorough understanding of laws and regulations and apply those to the business while taking into consideration risks and opportunities to both the business and its customers. I feel that this experience would apply directly to the Planning Commission.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Michael W Lee
Signature

8/10/18
Date

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. **Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant.**

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mail, email or drop off your completed application to:
City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: mlavelle@ci.milpitas.ca.gov

Mary Lavelle

From: Michael Lee <privacymike@gmail.com>
Sent: Friday, August 10, 2018 4:03 PM
To: Rich Tran; Marsha Grilli; Bob Nuñez
Cc: Mary Lavelle
Subject: [BULK] Planning Commission Application
Attachments: 20180810155641.pdf

Importance: Low

Dear Mayor Tran, Vice Mayor Girilli, and Councilman Nunez,
(cc: Mary Lavelle)

Attached is my City of Milpitas Commission Application. I am submitting an application for the vacant seat on the Milpitas Planning commission. Tim Wong, Housing & Neighborhood Services Manager, suggested I apply for the appointment.

A lifelong bay area resident and a resident of Milpitas for the past 12 years, I have been a part of the tremendous growth and opportunities our area has been seen over the past few decades. I believe that that Planning Commission plays a critical role helping to ensure that the city of Milpitas continues to prosper while balancing the needs and desires of its residentsIn while balancing business opportunities. In recent years I have been an alternate member of the Community Advisory Commission and am looking for an opportunity to further expand the scope of service I provide the community and to help improve the community as a whole. An appointment of to the Planning Commission I believe is a means to accomplish these goals.

By way of background, I have a degree in Accounting and Management Information Systems. I have experience as an auditor at a big 4 accounting firm and have spent the last 15 years in the legal profession as a global privacy compliance subject matter expert. My profession requires me to have a thorough understanding of laws and regulations and apply those to the business while taking into consideration risks and opportunities to both the business and its customers. I feel that this experience would apply directly to the Planning Commission.

Sincerely,
Michael Lee
privacymike@gmail.com

==========
This is an **EXTERNAL EMAIL**.
Please do not open unexpected attachments or those sent by unknown senders.
==========

from M. Lee

City Clerk's Office
SEP 13 2018
RECEIVED

1. Why are you interested in serving on the Planning Commission?

I am interested in serving on the Planning Commission to help oversee and help ensure the appropriate growth of the city that I call home both now and for the foreseeable future. In today's environment there has been a significant increase in redevelopment and the replacement of commercial or industrial zoned areas for residential use. I want to help ensure that this trade off is well understood and that it does not undermine the future growth and opportunity for the city of Milpitas.

Furthermore, I believe I could be of service to the Planning Commission to help ensure that conversations and discussion are useful and beneficial to the City of Milpitas and reflects a professional demeanor. A case in point I raise is in a recent Planning Commission meeting, there was a lengthy conversation about including the name of Milpitas in a hotel name. I find this to be misdirected and unnecessary in a professional environment that wastes not only the time of the City as well as the public.

2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and planning procedures affecting the development of the community.

A City's General Plan serves as the city's guideline for future development goals and provides broad directions on how to achieve them. The General Plan is composed of multiple elements encompassing a variety of topics that meet state law. The Milpitas General Plan is currently undergoing revision.

A zoning ordinance defines how property is a specific geographic location may be used. Zoning ordinances are a useful tool for urban planning, whereby it divides city land into residential, commercial and industrial areas.

City planning procedures, General Plan and Zoning Ordinances, work in concert to perform long term planning and decision making about various land use projects.

3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?

I believe my work as a Senior Privacy Manager and former career as an Auditor contribute greatly to the role as a Planning Commissioner. As a Sr. Privacy Manager, I am tasked with interpreting international laws and regulations to determine how these may impact my company. This involves understand risks both financial and legal, determining the appropriate path forward based on industry best practices and advising our Senior Leadership Team on the proposed path forward. In that regard, I see the role of a Planning Commissioner to understand the General Plan, Zoning Ordinances, and Public Opinion to help guide the decisions of the Planning Commission and City Council.

4. What do you feel are the most pressing planning problems or issues in Milpitas? How do you think they should best be resolved?

I believe the most pressing planning issues with Milpitas is the need for low income housing, the loss of industrial and commercial business, and the lack of infrastructure for increased residential housing and the transit hub. While there are no easy solutions to these issues, a couple of thought I have would be to alter the ability for developers to pay into the city's affordable housing fund in-lieu of building affordable housing. I also believe that new high density housing projects should also be accompanied with commercial/retail space to ease the overcrowding of grocery stores and other fundamental services. This is not to be taken as a call for Trader Joe's to come to Milpitas. Rather, my intention is that by having commercial space available and the appropriate incentives, retailers should want to establish a presence in Milpitas.

5. Do you have a long-term vision of how you think the City should develop?

I believe the city needs to take a tempered approach to development. In the recent years it appears that the city is beginning to lose commercial and industrial businesses and replaced those with residential units. While increasing the city population at the cost of lost tax revenue we have seen a massive overpopulation of existing infrastructure. The City must take all these factors into account to ensure an appropriate balance of housing, commercial and infrastructure. This responsible approach should lead to an overall increase in all these factors. Increased housing provides a place to live for workers at new businesses. While new businesses and more residents drives the need for additional infrastructure. If we can achieve the right balance, it should be a win-win for all.

6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?

While there are no silver bullets for this issue, one possible solution is to look at the Facebook and Google models for residential development. Large companies have now taken up the fight for their own employees to help combat the ever growing issue. By drawing in large companies, this may be one solution. Another possibility is one address in question 4. Developers must incorporate affordable house into developments of a certain size.

7. What do you see as the different roles of City staff, the Planning Commission, and the City Council?

The groups have different roles that are dependent upon one another. The Planning Commission serves in an advisory role to the City Council on land use, zoning and development issues within the city. The City Council takes into consideration the advice and recommendations presented by the Commission. City Staff is fundamental to both the City Council and Planning Commission by providing a needed resource and subject matter expertise in these matters.

✓ registered voter

City Clerk's Office
DEC 06 2018
RECEIVED

COMMISSION APPLYING FOR:	Planning Commission
Title	Mr.
Name	Ray Maglalang
Address Type	Residence
Address	1346 Lassen Ave
City	Milpitas
Postal/Zip Code	95035
Mobile Number	(408) 506-8626
E-Mail Address	RAYMAG72@YAHOO.COM
Present Employer	IBIS UNIVERSAL CORPORATION
Other Phone	(408) 262-8425
Business Address (Optional)	1535 LANDESS AVE STE 140
City	Milpitas
Postal / Zip code	95035
Occupation	REAL ESTATE BROKER ASSOCIATES
College, Professional, Vocational, or other schools attended	FEATI University
Major Subject	BSME
Degree	Mechanical Engineering

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization	Knights of Columbus
Name of Organization	Milpitas Executive Lions Club
Member	Past District Govenor
Name of Organization	ST. Elizabeth Church
Member	Lector

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):
In My last 4 years experienced in the Planning Commission, I learned the planning process, as an Advisory Commission in all Planning and Development issues. We make sure that the General Plan, Specific plan, Zoning and land use are implemented by reviewing the development applications. I have attended a yearly training sponsored by the city at the League of the California city. I can also read blue prints, flow diagram and visit the site as necessary. All these are important as an advisory commission to the City council.

Date Dec 05, 2018

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

City Clerk's Office
AUG 16 2018
RECEIVED

✓ registered voter

CITY OF MILPITAS
COMMISSION/COMMITTEE APPLICATION

Veterans Commission
Youth Advisory Commission
[redacted]

COMMISSION APPLYING FOR Planning or Parks, Recreation & Cultural

PROVIDE COMPLETE INFORMATION (in black ink)

☒ Mr. ☐ Mrs ☐ Miss

Name: Ernesto (First) Martinez (Middle) (Last)

Address: 70 Mihalakis Dr (Number) 202 (Street (apt. # if needed)) Milpitas, CA 95035 (City & Zip Code)

Telephone Number(s): 408-661-5304 e-mail address: ernestomartinez38@gmail.com

Present Employer: Century 21 Alliance Business Telephone:

Business Address: 2090 Concourse Dr #98 San Jose, CA 95131 Occupation: Realtor

Education: If **Youth Advisory Commission** applicant, indicate your grade/school: _____

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
SJSU	History	8/1997	B. A
SJSU	Ethnic Studies	5/2002	M. A

List community organizations to which you belong or have belonged (additional information may be attached). If application is for ***Veterans Commission***, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member
	N/A	

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):
I was a social worker & currently teach U.S History at ch lore College. Also, work in Real Estate. I have a long history of working in non-profit & on board of school of arts & culture in San Jose.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Signature: [signature] Date: 8/16/18

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. **Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant.**

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mail, email or drop off your completed application to:

City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: mlavelle@ci.milpitas.ca.gov

✓registered voter

COMMISSION APPLYING FOR:	Planning Commission
Title	Mr.
Name	Sean Pan
Address Type	Residence
Address	261 n Abbott Ave
City	Milpitas
Postal/Zip Code	95035
Mobile Number	(408) 393-8448
E-Mail Address	Seanjahaupan@gmail.com

City Clerk's Office
JAN 29 2019
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Present Employer	Northrop Grumman
Occupation	System engineer
College, Professional, Vocational, or other schools attended	Ucla
Major Subject	Electrical engineering
Degree	Masters

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization	Toastmasters international
Member	Area director

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Jan 29, 2019

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

CITY OF MILPITAS
PLANNING COMMISSION APPLICATION

City Clerk's Office
DEC 04 2018
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NOTE: Milpitas Municipal Code, Title I Chapter 500, requires "at all times during the term of office, a Planning Commissioner shall be a registered voter of the City of Milpitas and a resident of the City of Milpitas." Also, all applicants are required to complete a ***SUPPLEMENTAL QUESTIONNAIRE*** in addition to this application form.

✓ registered voter

PLEASE PROVIDE COMPLETE INFORMATION (in black ink)

Name: Andrew (First) Steven (Middle) Ridley (Last)

Address: 2316 (Number) Mattos Dr (Street) Apt. #

408-202-7838 (Telephone Number(s)) RidleyAS@gmail.com (e-mail address)

Are you a registered voter in the City of Milpitas? yes How long have you lived in Milpitas? 1 year

ALTRANS Transportation Management Association, Inc. (Present Employer) 408-258-7267 (Business Telephone)

2055 Junction Ave Ste 208 San Jose CA 95131 (Address) Director, TDM (Occupation)

Education:

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
San Jose State University	Social Science	Grad. 2011	Global Studies

List community organizations to which you belong or have belonged (additional information may be attached):

Date	Name of Organization	Officer / Member

Briefly describe your personal qualifications that you believe would be an asset (additional information may be attached):
I have been working in the Transportation Demand Management field in the bay area for over seven years. This experience has provided opportunities to work extensively on the municipal level in Mountain View, Palo Alto and South SF on a wide variety of public facing transportation initiatives. A normal part of my work is engaging in the planning process on our clients' behalf, dealing with EIRs, condtions of approval, and entitlements, ensuring an equitable outcome. I hope to add to the Commission a perspective on the impacts of transportation as it regards planning.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Signature

12-04-2018
Date

Applications not acted upon ***will expire after one year*** *from the date submitted unless renewed by the applicant.*

NOTE: *ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD*
Mail or drop off your completed application to the City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035

PLANNING COMMISSION
SUPPLEMENTAL QUESTIONNAIRE

(Please type or print responses on a separate paper[s] to the following questions)

1. Why are you interested in serving on the Planning Commission?

   I believe it's important to participate in civic organizations, as we all share in the responsibility of guiding and shaping our communities. The Milpitas Planning Commission is a natural fit as I have been an active member of Milpitas life for 32 years, and now have the vocational experience to responsibly and effectively assist in its planning.

2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and Planning procedures affect the development of the community.

   The documentation listed above are guides for how different elements of any city are to interact and relate with one another regarding their: location, grouping, volume/magnitude, environmental impacts, and many other implications involved in the development and planning process. Without these documents, provision for future needs of the community is left up to chance as development would be occurring ad hoc.

3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?

   As mentioned above, I have been working in the Transportation Demand Management field in the bay area for over seven years. This experience has provided opportunities to work extensively on the municipal level in Mountain View, Palo Alto and South SF on a wide variety of public facing transportation initiatives. A normal part of my work is engaging in the planning process on our clients' behalf, dealing with EIRs, condtions of approval, and entitlements, ensuring an equitable outcome. I hope to add to the Commission a perspective on the impacts of transportation as it regards planning.

4. What do you feel are the most pressing planning problems or issues in Milpitas? How do you think they should best be resolved?

   Housing development and it's impact on transportation is the most salient. One step towards resolving housing's impact on transportation is the formation of transportation management associations (TMAs). These can be publicly or privately funded, and in either case consist of a grouping of similar entities with a shared transportation pattern or need. In Mountain View, the MVGo TMA is notable as a coalition of a dozen or so corporate participants who share a peak commute hour shuttle program. With their combined resources, they can achieve at scale what otherwise wouldn't be possible.

5. Do you have a long-term vision of how you think the City should develop?

   Not at the moment. I am looking forward to being a student-Commissioner for now, learning about the past and present planning initiatives so I can, in time, and in collaboration, help craft that vision for the future.

6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?

   I am looking forward to learning more about successful strategies other cities have adopted regarding affordable housing.

7. What do you see as the different roles of City staff, the Planning Commission, and the City Council?

   Each role supports the other. The Planning Commission and the City Council both work on behalf of the residents of Milpitas, relying on City staff to provide input and support on the matters at hand. Staff then execute operationally based on the outcome of Commission and Council decisions.

8. What do you believe should be the focus of the Milpitas Redevelopment Agency and program?

   I'm uncertain as to the purview of the MRA since its transition to the Successor Agency (City Manager's Office). After reading through the Oversight Board Rules And Regulations, I cannot prescribe a focus since I cannot ascertain if the Agency indeed has a focus beyond being a trustee for city real estate and property.

CITY OF MILPITAS
PLANNING COMMISSION APPLICATION

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City Clerk's Office
NOV 28 2018
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registered voter

PLEASE PROVIDE COMPLETE INFORMATION (in black ink)

Name: First: Marty Middle: Last: Riker

Address: Number: 2174 Street: Lacey Dr. Apt. #:

Telephone Number(s): 408-387-2732 **e-mail address:** martyriker@gmail.com

Are you a registered voter in the City of Milpitas? Yes ✓ How long have you lived in Milpitas? 21 yrs

Present Employer: Applied Materials **Business Telephone:** 408-563-0770

Address: 974 E Argues Ave Sunnyvale CA 94085 **Occupation:** Mechanical Engineer

Education:

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
Brigham Young University	BS-Mechanical Eng.	12/1995	BSME

List community organizations to which you belong or have belonged (additional information may be attached):

Date	Name of Organization	Officer / Member
Lifetime	Church of Jesus Christ of Latter-day Saints	Member
20 yrs	Boy Scouts of America	Member
2016	No on E Campaign	Member

Briefly describe your personal qualifications that you believe would be an asset (additional information may be attached):

As a Father of 5 and 21 year resident and home owner, I am interested in making Milpitas a better place for families and for all.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Signature **Date:** 11/27/2018

*Applications not acted upon **will expire after one year** from the date submitted unless renewed by the applicant.*

NOTE: *ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD*

Mail or drop off your completed application to the City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035

✓ registered voter

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COMMISSION APPLYING FOR:	Planning Commission
Title	Mr.
Name	Marty Riker
Address Type	Residence
Address	2174 Lacey Drive
City	Milpitas
Postal/Zip Code	95035
Mobile Number	(408) 387-2732
E-Mail Address	martyriker@gmail.com

Present Employer	Applied Materials (January 1996 to present)
Business Address (Optional)	974 East Arques Avenue
City	Sunnyvale
Postal / Zip code	94085

Occupation	Mechanical Engineer
Education: If Youth Advisory Commission applicant, indicate your grade/school:	Penfield High School
College, Professional, Vocational, or other schools attended	Brigham Young University
Major Subject	Mechanical Engineering
Degree	B.S.

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization	Boy Scouts of America, Silicon Valley Monterey Bay Council
Member	20+ years
Name of Organization	Church of Jesus Christ of Latter-day Saints
Member	Lifetime
Name of Organization	No on E Campaign
Member	2016

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):
As a father of five children and a 21-year resident and homeowner, I am interested in making Milpitas a better place for families and for all. I previously served as a member of the City's Ad Hoc Campaign Finance Committee (Dec. 2014-Dec. 2015.

Date Nov 28, 2018

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NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Contact

www.linkedin.com/in/martyriker
(LinkedIn)

Top Skills

Semiconductor Manufacturing
Design Engineering
Assemblies

Languages

English (Native or Bilingual)
Spanish (Limited Working)

Marty Riker

Design Engineer at Applied Materials
San Francisco Bay Area

Summary

I manage a small team of Design Engineers to develop and commercialize high vacuum semiconductor processing equipment. I have experience in PVD, System Level engineering, Manufacturing and Final Test.
I 3D model with NX (Unigraphics), integrated with TeamCenter Engineering.
I enjoy participating as an individual contributor. I manage a small team of hardware engineers.

Personal Engineering motto: If it's not broken, take it apart and find out why.

Experience

Applied Materials
Design Engineer
January 1996 - Present

Mechanical Design, PVD, Mfg Engineering

Applied Materials
New Product Manufacturing Engineer
January 1998 - January 2004 (6 years 1 month)

Manufacturing Engineering support for new products. Documentation for Large Outsourced assemblies. Drafting and modeling for large machined parts. Electrical harnesses and piping systems. Product development and Bills of Materials.

Education

Brigham Young University
BS, Mechanical Engineering · (1989 - 1995)

Penfield High School

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PLANNING COMMISSION
SUPPLEMENTAL QUESTIONNAIRE

(Please type or print responses on a separate paper[s] to the following questions)

- Why are you interested in serving on the Planning Commission?

  I feel I have a civic duty to serve the citizens of Milpitas. I feel I can share my experience and understanding in a meaningful way to help others.

2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and Planning procedures affect the development of the community.

   A well-planned community allows for a wise growth and limits resource drains and issues in the future.

3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?

   I am a Mechanical Engineer who thrives by understanding how things work. My attention to details and propensity to learn and question will help clear solutions move forward in the City.

4. What do you feel are the most pressing planning problems or issues in Milpitas? How do you think they should be best resolved?

   Here is a short list:
   - Traffic
   - Parking
   - Homelessness
   - School crowding
   - Shortage of housing
   - Loss of industrial space

   Solutions: High-density housing w/more spaces, another high school, more protected bike paths.

5. Do you have a long-term vision of how you think the City should develop?

   Not much, frankly. My outside opinions should help progress be clear and sensible.

6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?

   1) Promotion of ADUs, with parking stipulations.
   2) Explore how other cities are solving the problem.

7. What do you see as the different roles of City staff, the Planning Commission, and the City Council?

   PC reviews proposed projects, giving a citizen's perspective. City Staff compiles project details and presents them for review. City Council approves projects.

✓ registered voter

CITY OF MILPITAS
PLANNING COMMISSION APPLICATION

City Clerk's Office
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PLEASE PROVIDE COMPLETE INFORMATION (in black ink)

Name: First: GURDEV Middle: SINGH Last: SANDHU.

Address: Number: 487 Street: BAYVIEW PARK DR. MILPITAS CA 95035 Apt. #

Telephone Number(s): (408) 586-9556 **e-mail address:** gs.sandhu@hotmail.com

Are you a registered voter in the City of Milpitas? YES How long have you lived in Milpitas? 33 YRS plus

Present Employer: RETIRED FROM Rockwell Collins San Jose **Business Telephone:** N/A

Address: N/A **Occupation:** N/A

Education:

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
LSV-NONPROFIT CENTER SAN JOSE	LEADERSHIP S.V.	1996	GRADUATE
SAN JOSE STATE UNIVERSITY, SAN JOSE	IND&SYS ENGR.	1989	MSIE

List community organizations to which you belong or have belonged (additional information may be attached):

Date	Name of Organization	Officer / Member
1993-2010	SIKH FOUNDATION OF MILPITAS	PRESIDENT
1996-1999	PRACR COMMISSION MILPITAS	MEMBER
2001-2003	SANTA CLARA COUNTY PARKS & REC. COMMISSION	MEMBER
1999-2004	MILPITAS PLANNING COMMISSION	MEMBER
2007-PRE.	MILPITAS PLANNING COMMISSION	MEMBER

Briefly describe your personal qualifications that you believe would be an asset (additional information may be attached):

I have academic qualifications and diverse work experience and possesses excellent organizing and planning skills. I have handled projects from conception stage through completion and can make decisions based on sound judgement. I have courage and face challenges and abilities for conflict resolutions.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Gurdev Singh Sandhu — **Signature**

01/22/2019 — **Date**

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<u>NOTE</u>: *ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD*
Mail or drop off your completed application to the City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035

PLANNING COMMISSION
SUPPLEMENTAL QUESTIONNAIRE

(Please type or print responses on a separate paper[s] to the following questions)

1. Why are you interested in serving on the Planning Commission?

   SEE ATTACHED

2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and Planning procedures affect the development of the community.

   SEE ATTACHED

3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?

   SEE ATTACHED

4. What do you feel are the most pressing planning problems or issues in Milpitas? How do you think they should best be resolved?

   SEE ATTACHED

5. Do you have a long-term vision of how you think the City should develop?

   SEE ATTACHED

6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?

   SEE ATTACHED

7. What do you see as the different roles of City staff, the Planning Commission, and the City Council?

   SEE ATTACHED

8. What do you believe should be the focus of the Milpitas Redevelopment Agency and program?

   SEE ATTACHED

Milpitas Planning Commission Supplemental Questionnaire

1. *Why are you interested in serving on the Planning Commission?*

   I want to make a positive contribution to the progress and growth of Milpitas. I have a vision to see the city of Milpitas in Twenty First Century the No. 1 city of United States of America. The Planning Commission plays a major role in the development of the city and carrying out the City Council's policies and direction to meet the community needs.

2. Describe your understanding of how the city's general Plan, Zoning Ordinance, and Planning procedures affect the development of the community.

   The General Plan is a living document which incorporates general policies, goals and objectives for Land use, Circulation Elements, Open Space, Park Elements, Safety and noise within the City Of Milpitas. This plan describes the city's ideas for its future needs and the ways in which it intends to transfer these ideas into reality.

   Zoning Ordinances are local laws for land use development and are consistent with the general plan.

   Planning Procedures describe the process to assure compliance with local, state and federal laws.

3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?

   Professional Skills: I have strong organizational and project planning/management skills. I have spent twenty eight years in Quality Engineering Management and have handled projects from inception through completion stage. This background provides me an excellent understanding of planning and review process to complete projects on schedule and within cost constraints.

   Community Involvement: Currently I am serving on the Milpitas Planning Commission since, January, 2007. Earlier, I have served on Milpitas Planning commission from January 1999 through December 2004 and also on Milpitas Parks and Recreation and Cultural Resources Commission. I have served on Santa Clara County 2010-2011 Civil Grand Jury. I am the Founder President of Sikh Foundation of Milpitas (Milpitas Gurdwara Sahib). Currently I serve on the Management Board of Gurdwara Singh Sabha Milpitas and also is the President of ASSM Foundation, a non-profit organization These community activities have provided me an insight into our city's diverse culture, Its problems and concerns.

   Education: MSIE- San Jose State University

   BSME- Punjab University Chandigarh, India

4. What do you feel are the most pressing planning problems or issues in Milpitas? How do you think they should be resolved?

Problem/Issue: Balancing the city's Budget

Suggested Solutions:

- Create Budget Balance Task force and follow its recommendation
- Start negotiations with all City employee unions and get their help to lower the budget
- Consider outsourcing non safety departments to cut down cost

Problem/Issue: Traffic Congestion

- Bringing BART to Milpitas
- Encourage use of Light Rail, Public and Bicycle transportation
- Promoting use of car pool lanes
- Widening of High way and Express Way lanes

Problem/Issue: Drug Use and Crime Prevention

- Provide more recreation activities for teens
- Expand Watch Programs and include community leaders

Problem/Issue: Lack of Affordable Housing

Suggested Solutions:

- Develop more projects like terrace Gardens
- Allow Accessory dwelling Units (ADUs) in Milpitas
- Support Apartment Builders who offer more share for affordable apartment category.

5. Do you have a long term vision of how you think the City should develop?

The city's development must maintain a balance between residential Housing and Commercial/industrial establishments. The quality of life should have the highest priority with adequate educational and employment opportunities. Beautiful hillsides and parks must be preserved.

6. A major Planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?

The pleasing features of the Bay Area and availability of high technology jobs of all wage levels attract many men and women from all over the United States to live here. The same reasons attract immigrants from all over the world to settle here. Thus a high demand for housing is created in the

Bay Area. The supply of housing relative to demand is not enough and scarcity of vacant land for new development, coupled with high development costs has created a housing shortage. The city, state and federal government need to work together to provide a solution for affordable housing shortage problem. The increase in the supply of housing may be achieved by:

- Developing High Density Housing and allowing Accessory Dwelling Units (ADUs) in Milpitas
- Encouraging Mixed Use Development

7. What do you see the different roles of City Staff, Planning Commission, and the City Council?

City Staff: The city staff works closely with Milpitas Community and follows Administrative procedures, review various types of applications in accordance with city policies, make necessary recommendations to the Planning Commissions and City Council and Make available background information an required by various commissions.

Planning Commission: Approve/Disapprove applications for conditional use permits, holds public hearings and recommends changes to the general plan.

City Council: The City Council balances the Budgets, provides leadership and direction for balancing the budgets, adopt general and land use policies. Approve/disapprove various commissions' decisions and hear appeals

8. What do you believe should be the focus of the Milpitas Redevelopment Agency and Program?

Not Applicable.

✓ registered voter

COMMISSION APPLYING FOR:	Planning Commission
Title	Mr.
Name	Doug Sueoka
Address	501 Greathouse Drive
City	Milpitas
Postal/Zip Code	95035
Mobile Number	(408) 707-0808
E-Mail Address	dougsueoka@comcast.net

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Present Employer	Costco Wholesale
City	San Jose
Postal / Zip code	95123
Occupation	Auditor

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization Cub Scouts

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):
I have been a resident of Milpitas since 2004, so I am familiar with the city, its layout and its surroundings. I also have 20 years of retail management with responsibilities that included annual fiscal budgeting, facilities management, hazardous waste management, compliance with HIPAA rules and regulations, among others. While it's not an exact comparison, there are some parallels between managing a business and a city. I feel my professional experience will enable me to be an active participant in this commission.

Date Nov 28, 2018

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

✓ registered voter

City Clerk's Office
JUN 01 2018
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CITY OF MILPITAS
COMMISSION/COMMITTEE APPLICATION

[redacted]

PROVIDE COMPLETE INFORMATION (in black ink)

COMMISSION APPLYING FOR PLANNING COMMISSION

☑ Mr. ☐ Mrs ☐ Miss

Name:	Michael (First)	(Middle)	Tsai (Last)
Address:	1630 (Number)	Starlite Dr (Street (apt. # if needed))	Milpitas, 95035 (City & Zip Code)
Telephone Number(s)	(415)842-9666		**e-mail address** mrt.mike.rt@gmail.com
Present Employer	Self		**Business Telephone** (415) 842-9666
Business Address	1630 Starlite Dr		**Occupation** Tutor

Education: If **Youth Advisory Commission** applicant, indicate your grade/school:

College, Professional, Vocational, or other schools attended	Major Subject Economics and Policy	Date	Degree
UC Berkeley	Environmental Econo	2010	BA
SJSU - Mineta Transportation Institute	Transportation Manag Mgmt.	ongoing	intended MS

List community organizations to which you belong or have belonged (additional information may be attached). If application is for ***Veterans Commission***, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

I have a strong educational background in policy on land use, economics, planning, and transportation.

I have also served on GPAC and have many years of experience running a grassroots organization that looks at local housing and transportation issues.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Signature May 25, 2018 **Date**

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. **Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant.**

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mail, email or drop off your completed application to:

City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: mlavelle@ci.milpitas.ca.gov

City Clerk's Office
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CITY OF MILPITAS
PLANNING COMMISSION
SUPPLEMENTAL QUESTIONNAIRE - MICHAEL TSAI
Please type or print responses to the following questions. Additional sheets may be attached. Submit responses with Application form to: City Clerk, Milpitas City Hall, 455 E Calaveras Blvd., Milpitas CA 95035.

1. Why are you interested in serving on the Planning Commission?

My strong academic background on planning and transportation, combined with my experience and brand working on housing and transportation issues, would be a great asset for Milpitas as the city faces the challenges of being one of the fastest-growing cities in California. I see many opportunities for Milpitas to become a much better city than it currently is - some of which are being missed - and want to make the most of them.

2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and planning procedures affecting the development of the Community.

The General Plan is a high-level view of the community's development intended to last for decades; I serve on the General Plan Advisory Committee. The Zoning Ordinance is a mid-level view underneath the GP that divides the city into districts with more specific visions for each. The planning procedures are the low-level procedures and details under the Zoning Ordinance that Planning Commissioners work with.

3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?

I have a very strong and relevant education background for Planning Commission, majoring in Environment Economics and Policy at UC Berkeley, conducting case studies on land development strategies and outcomes not in America, but around the world. Afterwards, I have taken graduate level coursework at the Mineta Transportation Institute at San Jose State University, which included case studies and papers on new ideas in American urban and transportation planning, such as Denver Union Station, Vision Zero, and self-driving cars.

in addition to my proven work in founding and growing a grassroots group for housing and transportation issues. (www.sjyimby.org)

I have studied and analyzed numerous real life development proposals in Bay Area cities and have a strong understanding of the issues on the table, and work with multiple stakeholders to improve these proposals. Most recently I have been an active promoter and participant in Affordable Housing Week, including serving as a panelist. These public activities can enhance the brand and visibility of Milpitas as an active regional leader on tackling housing issues.

In Milpitas, I have been serving on the General Plan Advisory Committee since its inception, and been a member of the Rotary Club and Sister Cities Commission, so I have connections with other community stakeholders and experience working with them.

4. What do you feel are the most pressing planning problems or issues in Milpitas? How do you think they should best be resolved?

Milpitas currently faces a problem that i would describe as a two-headed monster. It consists of: 1) High housing costs, combined with 2) worsening traffic. To address problem 1, policymakers in the past have thought to build more housing units. However, without a strategic transit component, the new housing developments allow increased population, which results in increasing auto traffic, which residents are rightfully complaining about today.

To address these dual problems, I want to identify and make use of opportunities to develop housing near good transit options where we can, increase pedestrian-friendliness, and work with the VTA to develop more transportation options for residents. This way, housing units can come online without being as much of a negative impact on our traffic problems as they have been in the past.

I would also promote proactive communication, engagement, and education with Milpitas residents so we can develop a better understanding of our shared challenges, and come up with better solutions together. This is already the sort of work I have done through grassroots organizing since 2014.

5. Do you have a long-term vision of how you think the City should develop?

Yes. Milpitas has a once-in-a-lifetime opportunity to do transit-oriented development right, with the upcoming opening of the new BART station. By focusing housing development in the Transit Area Specific Plan, on average, the new residents in these units would use public transportation more, and use their cars less than other residents, reducing the overall traffic per resident. To further encourage this dynamic, we could work on transit passes and first-mile/last-mile transportation solutions, in partnership with the VTA. This is also an opportunity to provide more affordable housing and transportation for people who need it, especially our public-sector workers.

6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?

Yes. There are numerous tools that can be used to address this problem, ranging from inclusionary zoning, developer impact fees, and development of new affordable housing projects. I have seen situations where different parties were not able to come to an agreement

regarding the affordable housing issue, with the default outcome that no affordable housing gets built - and I would like to prevent such outcomes from occurring, through better mediation that i would provide.
I serve on the Sango Court Steering Committee and think projects like that one are a step forward to increase the supply of affordable housing, while minimizing the negative impacts associated with building more housing.

Secondly, I would like to prioritize affordable housing for public service workers, such as teachers, school employees, city staff, and public safety professionals. There are many benefits to Milpitas when public employees can live in the communities they serve.

7. What do you see as the different roles of City staff, the Planning Commission, and the City Council?

I believe the City staff plays an important role in providing full-time technical and academic expertise to bear on our planning challenges. The City Council serves to translate input from the public into the language of policy, thereby expressing the democratic wishes of the people. But in between the elected officials and unelected officials (staff), it is helpful to have a layer of translation. To me, the ideal Planning Commissioner is someone like myself who has the hybrid skill of understanding both the language of the average resident, as well as the technical understanding of urban and transportation planning. Sometimes, elected officials may be coming from a professional background outside of urban planning, and it takes someone who understands both the planning side and the political side to work towards the best outcomes for everyone.

8. What do you believe should be the focus of the Milpitas Redevelopment Agency and program?

N/A, RDA has been ended.

City Clerk's Office
FEB 04 2019
RECEIVED

COMMISSION APPLYING FOR:	Planning Commission
Title	Mr.
Name	KEN WANG
Address	77 DUTTONWOOD LN
City	MILPITAS
Postal/Zip Code	95035
Mobile Number	(415) 516-8046
E-Mail Address	ken_wang@yahoo.com
Present Employer	Thinfilm Electronic Inc
City	San Jose
Postal / Zip code	95134
Occupation	Principal Assembly Engineer
Education: If Youth Advisory Commission applicant, indicate your grade/school:	Mechanical Engineering, BS
College, Professional, Vocational, or other schools attended	San Francisco State University
Major Subject	Mechanical Engineering
Degree	BS

List community organizations to which you belong or have belonged (additional information may be attached).

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):
I have about 20 years of engineering back ground in micro electronic field in various roll.
I am multilingual, fluent in Cantonese and Mandarin, both in reading, and some non-technical writing.
I strongly believe in planning, planning, planning then executing.
Any action w/o a plan is a plan to failure.

I am open to planning commission and other technical related commission.
I am also current in the DELAC program for the school district representing Joseph Weller.

Please feel free to check my linkedin profile at:
https://www.linkedin.com/in/kenjwang/

Date Feb 01, 2019

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

Mary Lavelle

From: Mary Lavelle
Sent: Monday, February 04, 2019 12:03 PM
To: 'ken_wang@yahoo.com'
Subject: RE: CITY OF MILPITAS COMMISSION APPLICATION [#55]
Attachments: Application Plan Comm 2012.doc

Hello Ken Wang,

Thank you for submitting your application for consideration for appointment by the City Council to the Milpitas Planning Commission.

Please confirm that you are a registered voter at your current Milpitas address, since that is one requirement for serving on the Commission.

Also, it is requested that Planning Commission applicants complete a questionnaire when applying. Please see attached page two, complete and submit that to my attention. I will attach it to your application submitted below.

Sincerely,

Mary Lavelle
Milpitas City Clerk

From: no-reply@ci.milpitas.ca.gov [mailto:no-reply@ci.milpitas.ca.gov]
Sent: Saturday, February 02, 2019 12:02 AM
To: Mary Lavelle <mlavelle@ci.milpitas.ca.gov>; Mike Luu <mluu@ci.milpitas.ca.gov>
Subject: CITY OF MILPITAS COMMISSION APPLICATION [#55]

COMMISSION APPLYING FOR:	Planning Commission
Title	Mr.
Name	KEN WANG
Address	77 DUTTONWOOD LN
City	MILPITAS
Postal/Zip Code	95035
Mobile Number	(415) 516-8046
E-Mail Address	ken_wang@yahoo.com
Present Employer	Thinfilm Electronic Inc
City	San Jose
Postal / Zip code	95134
Occupation	Principal Assembly Engineer

City Clerk's Office
FEB 04 2019
RECEIVED

PLANNING COMMISSION
SUPPLEMENTAL QUESTIONNAIRE

(Please type or print responses on a separate paper[s] to the following questions)

1. Why are you interested in serving on the Planning Commission?

   I lived in Milpitas for more than 15 years. It is a great city from every aspect. Great location, weather, and utmost, we have great leadership ever!!! I want to join the commission team to make our city even better. Hopefully the best in the bay area!

2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and Planning procedures affect the development of the community.

   My understanding is the planning commission based on current and future growth projection, to come up with visionary plan for the city. Planning on zoning, and developmental sites, which on the path of city growth. Plan which can maximize benefit based on tax dollar and enable city growth.

3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?

   I am working in the technical field for more than 20 yrs. I heavily focus on planning and able to look at things in every angle. My track record is to bring project on time and taking high risk program back on track.

4. What do you feel are the most pressing planning problems or issues in Milpitas? How do you think they should be best resolved?

   With the new communities that are upcoming by the BART station. We need to consider parking spaces. It could be potential a big challenge that comes alone with new homes and residents. One Consideration is creating parking structure underground. Or Stack-able parking structures.

5. Do you have a long-term vision of how you think the City should develop?

   Yes, I can see Milpitas as one of the best cities in the bay area for all, same level as Cupertino, and more. We have all the ingredients to be the best!

6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?

   Yes, I do. We need to figure out what is the root for the issue. What is the real issue attached to the problem? If the root is jobless ness, let's figure a way to get more job, provide more training etc.

7. What do you see as the different roles of City staff, the Planning Commission, and the City Council?

   Planning commission and city council should work together as a whole team.
   There should be seamless and transparent info flow between the group.

City Clerk's Office
FEB 14 2019
RECEIVED

from Tim Alcorn

PLANNING COMMISSION
SUPPLEMENTAL QUESTIONNAIRE

1. Why are you interested in serving on the Planning Commission?

Milpitas city development is very interesting to me. I think it would be amazing to give back to my city in a department that i know very well. I want to make a difference because i love my city. What better way to give back than to use my knowledge to benefit the city!

2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and Planning procedures affect the development of the community.

These things are the development foundation. Milpitas has a plan of what we want the city to "Look" like over the next few years. We understand what the city needs and what the city wants. We are looking for development that will improve the city and improve the quality of life for our residents.

We zone out every area of milpitas to decide where things will go. If we have an area zoned for residential, its for a good reason. That affects development because if someone wants to build a business on residential zoning, than it would have to be rezoned, ONLY if the city thinks its a good idea. This all fits in to the planning procedure with the city. Choosing all of the rules and regulations of development. If a business wants to move into Milpitas, they have to go through the process and and work with us on where, when, and "how" it is built.

3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?

One of my first full time jobs was at an apartment complex owned by the Irvine company. When i was hired, we were just fining the first phase of the development. We had a lot more to build and alot more land to buy. It was a long process, but i learned a lot about expansion and city impact.

Later, i moved companies to a complex owned by Essex. We were in the process about buying another apartment complex company. I learned about what is like to take over another complex and do renovations and brings buildings up to code.

Currently, i work at a church doing building maintenance. In 2008, we built a new building on out campus. And although i was not on staff when they build this building, i did have to learned the Ins and Outs of going through the city and the planning commision, just incase we wanted to build another building in the future.

4. What do you feel are the most pressing planning problems or issues in Milpitas? How do you think they should be best resolved?

I do not think that all of the new developments are contributing as much to the city as they could. I think they are causing a traffic issue, and some of them are eye sores. I think they could contribute more by adding more parking, giving funding to expand or improve or build schools, or giving more money to the city for infrastructure. I think we need to be more aggressive in our qualifications on new developments.

5. Do you have a long-term vision of how you think the City should develop?

Yes! We need to stop looking at residential, and look at new business that will attract more business to business sales.
I think that we are maxed out(for now) on residential development. We need to start looking at streams of sales tax revenue. The best way to get that in the current state of Milpitas, is attracting businesses that sell in bulk to other businesses. If we invest in this, it won't add to our traffic issue and it will bring in a good amount of sales tax.
I also think that we should look into new development of our older buildings. Old run-down buildings is not what we want people to picture when they think of milpitas.

6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?

I think that in the past two years, Milpitas has done a great job in addressing this issue. I want to support what the city has put into place.
We could look into increasing the amount of affordable housing that new complexes have to offer, and looking into attracting and developing more complexes that ONLY have affordable housing.

7. What do you see as the different roles of City staff, the Planning Commission, and the City Council?

We all play a different role. Its great that the work load is spread, it helps cut down on corruption and it brings in different points of view.
City staff is the point of contact and the first line and the planners. The planning commision looks over all of the plans and see if it works for the city.. The City Council finalizes all plans. That is very summed up, but this is the way that i see a lot of this working.

City Clerk's Office
JAN 15 2019
RECEIVED

COMMISSION APPLYING FOR:	Planning Commission
Title	Mr.
Name	Suraj Karuppan Viswanathan
Address Type	Residence
Address	1882 Snell pl
City	Milpitas
Postal/Zip Code	95035
Mobile Number	(408) 898-6537
E-Mail Address	surajkviswanathan@gmail.com
Present Employer	SMC Automotive Services
Other Phone	(408) 898-6537
Business Address (Optional)	37600 Central Ct #261
City	Newark
Postal / Zip code	94560
Occupation	Business
College, Professional, Vocational, or other schools attended	Madras University, Santhome High School
Major Subject	Production Engineering
Degree	BS

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization	USA Cricket
Member	Board Of Directors
Name of Organization	Bay Area Cricket Alliance
Member	Chairman
Name of Organization	Parents Helping Parents
Member	Volunteer

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):
I have been running several successful organizations since 2005, have experience in negotiations, market development, sales/growth management, etc. Always wanted to serve the city of Milpitas in any capacity I could, and this provides me with that opportunity.

Date Jan 15, 2019

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

City Clerk's Office
SEP 04 2018
RECEIVED

COMMISSION APPLYING FOR:	Planning Commission
Title	Mr.
Name	Suraj K Viswanathan
Address Type	Residence
Address	1882 Snell place
City	Milpitas
Postal/Zip Code	95035
Mobile Number	(408) 898-6537
E-Mail Address	Surajkviswanathan@gmail.com
Present Employer	Renegade Cricket LLc
Other Phone	(408) 824-7220
Occupation	COO
Major Subject	Production Engineer
Degree	Engineering

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization	Bay Area cricket Alliance
Member	President
Name of Organization	USA Cricket
Member	Director

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Aug 31, 2018

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

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COMMISSION APPLYING FOR:	Planning Commission
Title	Mr.
Name	Suraj K Viswanathan
Address Type	Residence
Address	1882 Snell place
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Postal/Zip Code	95035
Mobile Number	(408) 898-6537
E-Mail Address	Surajkviswanathan@gmail.com
Present Employer	Renegade Cricket LLc
Other Phone	(408) 824-7220
Occupation	COO
Major Subject	Production Engineer
Degree	Engineering

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization	Bay Area cricket Alliance
Member	President
Name of Organization	USA Cricket
Member	Director

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Date	Aug 31, 2018

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NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

City Clerk's Office
AUG 31 2018
RECEIVED

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	Consider Mayor's List of City Council Subcommittees and Subcommittee Appointments of City Councilmembers
Category:	Reports of Mayor and Councilmembers
Meeting Date:	2/19/2019
Staff Contact:	Mayor Rich Tran, 408-586-3029
Recommendation:	Consider Mayor's list of City Council Subcommittees and Subcommittee Appointments of City Councilmembers, and move to confirm the list and those appointments.

Background:
The Milpitas City Council has established City Council Subcommittees that review and make recommendations on important policy matters to the full City Council.

There have been eight established Milpitas City Council Subcommittees:

- Cannabis Subcommittee
- City/School Communication Subcommittee
- Commission Subcommittee
- Communications Subcommittee
- Facilities & Streets Naming Subcommittee
- Finance Subcommittee
- Land Use & Transportation
- Non-profits Subcommittee

Traditionally, after a local election, the Mayor will assign City Councilmembers to the City Council subcommittees. With recent City Council key decisions and project completions, a review of full City Council subcommittees' roster is timely.

Recommendation:
Consider Mayor Tran's list to have three City Council Subcommittees, to sunset all other subcommittees, and move to approve the Mayor's recommendation for appointments of the Mayor and one Councilmember to those subcommittees.

Attachment: Mayor's list of City Council Subcommittee recommendations

City of Milpitas City Council Subcommittee Roster and Liaison Assignments

SUBCOMMITTEE	PRIOR MEETING FREQUENCY	PRIOR COUNCIL LIAISONS	PROPOSED MEETING FREQUENCY	PROPOSED COUNCIL LIAISONS/ ACTION	LIAISON DEPARTMENT(S)	NOTES/ OTHER INFORMATION
Cannabis Subcommittee	As Needed	CM Nunez & Phan	NA	**Sunset**	CMO	
City/School Communication Subcommittee	Every other month	Mayor Tran & VM Grilli	4th Wednesday of every Month at 4PM	**Mayor Tran & CM Montano**	CMO, Recreation and Community Services	New MUSD Board members assigned: Norwood and Lien; potential name change to "City School Collaborative Subcommittee"
Commission Subcommittee	As Needed	CM Phan & Nunez	NA	**Sunset**	Recreation and Community Services	
Communications Subcommittee	Inactive since 2016	NONE	NA	**Sunset**	NONE	
Facilities & Streets Naming Subcommittee	As Needed/Project Driven	CM Barbadillo & Phan	*NA*	**Sunset**	Recreation and Community Services	Naming considerations forwarded to the appropriate Commission i.e.: Parks & Facilities - PRCRC Street Names - Planning Comm
Finance Subcommittee	Monthly	Mayor Tran & VM Grilli	2nd Wednesday of every month at 4PM	**Mayor Tran & CM Montano**	Finance	
Transportation Subcommittee	Inactive since 2016	NONE	TBD	**Mayor Tran & CM Montano**	TBD	Update to previous inactive "Land Use & Transportation Subcommittee"
Non-Profit Subcommittee	As Needed	CM Phan & Nunez	NA	**Sunset**	CMO, Recreation and Community Services	