

San Francisco Public Utilities Commission

Rules and Regulations

Governing Electric Service

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San Francisco
Water Power Sewer

Services of the San Francisco Public Utilities Commission

AUTHORITY FOR AND PURPOSE OF THESE RULES AND REGULATIONS

These Rules and Regulations (Rules) govern the provision of Electric Service to Customers of the San Francisco Public Utilities Commission (SFPUC) municipal utility program, Hetch Hetchy Power. The purpose of these Rules is to establish uniform treatment of all SFPUC Hetch Hetchy Power electric Customers. Additional technical requirements for service and interconnection are set forth in the SFPUC's Electric Service Guidelines which can be found in Appendix G of this document.

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

The SFPUC will review and update these Rules as needed and as provided under San Francisco Charter Section 4.104.

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SECTION I – GENERAL

RULE 1.0 – DEFINITIONS

Unless otherwise expressly stated and defined in a separate Rule, the following terms in bold font shall, for the purpose of these Regulations, have the meaning indicated following the colon (:).

Advance Amount: Payment made by Applicant to SFPUC prior to construction of a Distribution or Service Line Extension, which shall include both the Refundable and Non-Refundable Amounts for the Distribution or Service Line Extension. The Advance Amount includes the cost of the entire facility (e.g., trenches, substructures, meters, etc.) needed by the SFPUC to provide electric service. The Advance Amount can include a cash payment, the value of Substructures to be conveyed to SFPUC, or the value of Excavation to be performed by Applicant in connection with the construction of a Distribution or Service Line Extension.

Amortization Agreement: An agreement between Customer and SFPUC that allows a Customer to pay any past-due Bill amounts over an extended period of time. This agreement will outline the payment plan and schedule.

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

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

Authority Having Jurisdiction or AHJ: An organization, governmental entity, or individual responsible for enforcing the requirements of a code or standard.

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

Billing Date: Date on which Customer's Bill is generated.

Billing Demand: Maximum Demand during a Billing Period. This is used to calculate Customer's Bill.

Billing Period: Period-of-time covered by a Bill for Electric Service, usually between 25 and 35 days.

City: City and County of San Francisco.

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

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

Commission: SFPUC's governing body.

Conductor: Electrical equipment designed to carry electric current.

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

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

Cost-of-Ownership Charge: A financial charge Customers pay to reimburse SFPUC for financing (if applicable), owning, and maintaining non-standard facilities that were installed by SFPUC for Customer or installed by Customer and transferred to SFPUC. The amount of the Cost-of-Ownership Charge is shown in Appendix B.

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

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

Customer Information: Energy Consumption or other information that can reasonably be used to identify a residential or non-residential Customer.

Demand: The measurement (in Kilowatts) of the rate of energy usage over the interval (5, 15, or 30 minutes) measured by the meter.

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

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

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

Distribution Line Extension: New Distribution Line that continues or branches off from the nearest, acceptable, existing, and permanent Distribution Line to the Customer's point of connection.

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

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

Easement: Rights granted to the SFPUC by the Applicant to construct, maintain, replace, and remove SFPUC facilities and their appurtenances under, over, and on dedicated strips or parcels of land owned or controlled by Applicant, together with rights of ingress and egress for such SFPUC personnel and vehicles as are necessary to construct, maintain, replace, and/or remove SFPUC facilities on any land subject to the Easement. The Applicant is responsible for granting and obtaining all necessary easements and executing all documents conveying the Easement to SFPUC.

Electric Service: Electric Service provided to Customer by SFPUC's Hetch Hetchy Power program. Electric Service does not include service obtained from CleanPowerSF.

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

Electrical Infrastructure: The basic physical system needed for a utility to transmit electrical power. Primary electrical infrastructure is used to transmit power at primary voltages. Secondary electrical infrastructure is used to transmit power at secondary voltages.

Energy: Total amount of electricity (in Kilowatt-Hours) consumed by Customer over a period-of-time.

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

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

Generator: A device converting mechanical, fossil fuel, chemical, or solar energy into electrical energy, or a battery storage device, including all of its protective and control

functions and structural appurtenances. One or more Generators co-located under common ownership comprise a Generating Facility.

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

Generator Interconnection Agreement: An agreement between SFPUC and the Producer providing for the interconnection of a Generating Facility that gives certain rights and obligations to affect or end interconnection. When such interconnection involves a third-party utility, such agreement would be between the third-party utility and the Producer.

Good Utility Practice: Any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be practices, methods, or acts generally accepted in the region.

Hetch Hetchy Power: The SFPUC's publicly owned electric utility consisting of greenhouse gas-free hydroelectric generation, solar generation, energy transmission lines from Yosemite to the Bay Area, and distribution facilities in San Francisco.

Interconnection Facilities: Any structures, substructures, facilities, equipment, substations, switchyards, switchgear, devices, and apparatus directly or indirectly required or installed to enable SFPUC to interconnect and deliver Electric Service to Customer.

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

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

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

Load: Amount of electric power that is used by a machine, circuit, or piece of equipment, such as a household appliance, Street Light, or an industrial electrical motor, as it performs its function.

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

Master-planned Development: A type of Development on large sites that typically includes multi-phases; the creation of new infrastructure, blocks and streets, parks, and community facilities; as well as special agreements between Development sponsors and the City.

Maximum Demand: The highest measured Demand during a specified period of time or Time-of-Use Period. It is typically, but not exclusively, measured at the 15-minute interval level.

Multi-dwelling Unit: Apartment building, condominium, duplex, court group, or any other group of residential units located on a single premises or lot.

Nonbypassable or Departing Load Charges: Charges imposed by a third-party distribution utility that a Customer must pay to that third-party, pursuant to California laws, regulations, or decisions, including, but not limited to, departing Load charges.

Non-Refundable Amount: Estimated value of any Excavation, Substructures, Special Facilities, riser materials on utility poles, and Protective Structures installed by Applicant for a Distribution or Service Line Extension. Non-Refundable costs also include, but are not limited to, associated SFPUC plan checks, inspections, and design services. The Non-Refundable Amount items are not eligible for refund by the SFPUC to the Applicant.

Parallel Operation: The simultaneous operation of a Generating Facility while interconnected with the Distribution System, whether the Generating Facility's output is consumed by Customer or delivered to the Distribution System.

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

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

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

PG&E: Pacific Gas and Electric Company.

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

Premises Wiring: Permanently and temporarily installed interior and exterior wiring, together with all associated hardware, fittings, and wiring devices, extending from the Service Delivery Point to points of electrical energy service, such as outlets, devices, equipment, and appliances.

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

Primary Switchgear: A centralized collection of circuit breakers, metering devices, switches, and other circuit protection devices that function to meter usage, protect, control, and isolate electrical equipment. Primary switchgear is used at primary voltages.

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

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

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

Rate Schedule: SFPUC's Rates Schedules & Fees for Water, Power, and Sewer Service, as may be amended by the Commission from time-to-time. The Rate Schedule outlines the Energy rates for Customers. The Rate Schedule can be found on the SFPUC website (sfpuc.org).

Refundable Amount: The difference between SFPUC's total estimated cost, including taxes, for installing eligible cabling, switches/protective devices, meters, or Transformers to complete a standard Distribution or Service Line Extension and any applicable Commercial or Residential Allowances. The Refundable Amount is the total amount that the SFPUC may refund to an Applicant.

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

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

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

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

Service Delivery Point: Location where a Service Line is connected to SFPUC meter.

Service Line: The overhead and/or underground Primary Electric Service or Secondary Electric Service facilities extending from SFPUC Distribution System to the Service Delivery Point.

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

SFDBI: San Francisco Department of Building Inspection.

SFPUC: San Francisco Public Utilities Commission.

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

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

Street Light Interim Electric Service Agreement: An agreement between a Developer and SFPUC in which SFPUC will provide Electric Service to Developer-owned Street Lights prior to their acceptance for ownership and maintenance by the City.

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

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

Subtractive Metering: A method to calculate Consumption that involves subtracting values on Sub-Meters from values on a Master-Meter.

Switchgear: Electrical disconnect switches, fuses or circuit breakers, and meters used to control, protect, and isolate electrical equipment and measure usage and that is important to the reliable delivery of electricity.

System Impact Study: SFPUC's assessment whether its Distribution System has sufficient capacity to serve the Customer's Load. SFPUC will study: (i) the adequacy of SFPUC's Distribution System to accommodate the requested Electric Service; and (ii) whether any additional facilities are necessary to provide the requested Electric Service.

Temporary Electric Service: Service that is typically used for construction and lasts for three years or less.

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

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

Transformer: A device that changes the voltage of electricity.

Upgrade: Raise to a higher standard by improving equipment or facilities or by adding or replacing existing equipment or facilities.

RULE 2.0 – GENERAL CONDITIONS

2.1 GENERAL

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

2.2 ACCESS TO CUSTOMER'S PREMISES

- (1)** Customer grants SFPUC unimpeded access to SFPUC facilities and any Customer-owned facilities used to provide Electric Service at all times to inspect, maintain, install, operate, and, if necessary, modify any part of the Distribution System, Service Lines, or meters on Customer's premises.
- (2)** SFPUC shall have access at Customer's premises at all times for any purpose in connection with SFPUC's provision of Electric Service including, but not limited to, installing, reading, inspecting, testing, operating, maintaining, repairing, replacing, or removing any part of the Distribution System, Service Lines, or meters to verify rate applicability of Customer's Electric Service or for vegetation management. Customer shall be responsible for taking corrective action whenever SFPUC determines that its access to Customer's property has been impaired.
- (3)** Any Customer that is not the owner of the premises where Customer is to receive Electric Service from SFPUC shall be solely responsible for obtaining from applicable third parties all necessary rights, permissions, access to rights-of-way, Easements, leases, licenses, and/or permits, in a form satisfactory to SFPUC and without cost to SFPUC, to enable SFPUC to obtain access to the premises at all times. This requirement shall apply any time a part of the Distribution System or Service Line used to provide Electric Service to Customer is on property owned by third parties.
- (4)** SFPUC may require Customer or property owner to grant SFPUC an Easement when SFPUC seeks to install a Distribution Line on Customer's or owner's property. When required, Customer or owner will provide SFPUC with an Easement at no cost to SFPUC. Customer/owner shall retain the services of a licensed civil engineer or surveyor to prepare the legal description and Easement drawings for submittal to SFPUC for approval prior to SFPUC supplying Electric Service at the property. Customer/owner shall be responsible for maintenance and repair of all Easement areas.
- (5)** Customer is responsible for installing lock boxes for fenced electrical facilities or electrical rooms for access by SFPUC.

2.3 SUPPLY AND INTERRUPTION OF ELECTRIC SERVICE

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

- (2) Customer acknowledges that SFPUC does not guarantee continuity or sufficiency of supply of Electric Service.
- (3) By accepting Electric Service from SFPUC pursuant to these Rules, Customer expressly agrees to the following:
 - a. SFPUC may undertake all repair, maintenance, extension, improvement, renewal, removal, or replacement work on Distribution System and/or Service Lines that, in its sole judgment, SFPUC deems to be necessary or prudent. SFPUC will, to the extent practicable, do such work at such time as will minimize inconvenience to Customers and, whenever practicable, give Customers reasonable advance notice of such work (unless it is an emergency).
 - b. SFPUC may undertake any actions that, in its sole judgment, are necessary or prudent to protect the safety, performance, integrity, reliability, and stability of Distribution System or any interconnected electrical system. Such actions may occur automatically or manually or may be taken as a result of requests or instructions received from the California Independent System Operator, the reliability coordinator, the transmission operator, or third-party distribution utility (if applicable) to protect the performance, integrity, reliability, and stability of the State of California's electrical system.
 - c. SFPUC may undertake actions to maintain system reliability at times of resource deficiency. Actions taken may include rolling outages.

2.4 DISCONNECTION FOR SAFETY, EMERGENCIES, MAINTENANCE, OR FOR CUSTOMER TO PERFORM WORK

- (1) SFPUC may undertake all repair, maintenance, extension, improvement, renewal, removal, or replacement work on Distribution System and/or Service Lines that, in its sole judgment, SFPUC deems to be necessary or prudent. SFPUC will, to the extent practicable, do such work at such time as will minimize inconvenience to Customers and, whenever practicable, give Customers reasonable advance notice of such work (unless it is an emergency).
- (2) SFPUC may undertake any actions that, in its sole judgment, are necessary or prudent to protect the safety, performance, integrity, reliability, and stability of Distribution System or any interconnected electrical system. Such actions may occur automatically or manually or may be taken as a result of requests or instructions received from the California Independent System Operator, the reliability coordinator, the transmission operator, or third-party distribution utility (if applicable) to protect the performance, integrity, reliability, and stability of the State of California's electrical system.
- (3) SFPUC may undertake actions to maintain system reliability at times of resource deficiency. Actions taken may include rolling outages.

2.5 USE OF ELECTRIC SERVICE

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

2.6 UPGRADE INTERFERENCE WITH QUALITY OF SERVICE

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

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

2.7 LIMITATION OF LIABILITY

- (1)** SFPUC shall incur no liability whatsoever for any damage, loss, or injury to any Person or property caused by:
 - a.** The use of Customer-owned Service Lines, Premises Wiring, or equipment; or
 - b.** The negligence, omission of proper protective devices, want of proper care, or other wrongful acts of Customer or its agents, employees, or licensees when installing, maintaining, using, operating, or interfering with any Customer-owned electrical facilities or equipment.
- (2)** Electric Service is inherently subject to interruption, suspension, curtailment, and fluctuation. For this reason, SFPUC will not incur any liability to its Customers, or any other Persons, for any interruption, suspension, curtailment, or fluctuation in Electric Service; shortage or insufficient supply of Energy; or for any losses or damages caused thereby.

RULE 3.0 – SFPUC USE OF CUSTOMER INFORMATION

3.1 CUSTOMER PRIVACY PROTECTED

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

3.2 PERMISSIBLE USES OF CUSTOMER INFORMATION

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

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

3.3 THIRD-PARTY ACCESS TO CUSTOMER INFORMATION

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

- (1)** Shall be in writing in the form attached as Appendix E. or can be provided via the web-based account portal with SFPUC;
- (2)** Will be for a term of one year, unless Customer specifically request a shorter or longer term up to three years; and
- (3)** May be revoked by Customer at any time.

3.4 DISCLOSURE OF ENERGY CONSUMPTION AT COVERED BUILDINGS

Pursuant to California Public Resources Code § 25402.10 and California Energy Commission (CEC) regulations implementing that section:

- (1) For a Covered Building, with written authorization from a building owner or its agent or operator, SFPUC shall provide to building owner, building owner's agent or operator, or building owner's Energy Star Portfolio Manager account aggregated Energy Consumption information for all Customers in the same building for each of the prior twelve months, subject to the following:
 - a. If the Covered Building has at least three active Customer accounts, Customer consent is not required. Such Energy Consumption information shall not be considered Customer Information.
 - b. If the Covered Building has fewer than three active Customer accounts, such data may only be provided with Customer's written or electronic consent.
- (2) Information required to be provided under this section shall be provided within four weeks of SFPUC's receipt of a request.
- (3) If required by the CEC, SFPUC will provide to the CEC benchmarking data for Energy Consumption at Covered Buildings.

3.5 DISCLOSURE REQUIRED BY JUDICIAL PROCESS

- (1) SFPUC may disclose Customer Information when required by a warrant or other court order naming, with specificity, Customer account for which information is sought. Unless otherwise directed by a court or required by law, SFPUC shall treat a request for real-time access to Energy Consumption information as wiretaps requiring approval under the federal or State wiretap law as necessary.
- (2) Unless otherwise prohibited by court order or required by law, upon receipt of a subpoena for disclosure of Customer Information, SFPUC shall, prior to complying with the subpoena, notify Customer in writing and allow Customer seven days to appear and contest the claim of the Person or entity seeking disclosure.

3.6 LIMITATION OF LIABILITY FOR DISCLOSURE OF CUSTOMER INFORMATION

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

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

RULE 4.0 – SERVICE TYPES

4.1 SERVICE CATEGORIES

SFPUC provides service to Customers through two Distribution System mechanisms:

- A SFPUC-owned Distribution System
- A third party-owned Distribution System

Customers served through a third party-owned Distribution System must adhere to the same provisions as Customers served through the SFPUC-owned Distribution System, as well as additional provisions, as outlined in Rules 14, 15, and 16.

4.2 CUSTOMER CATEGORIES

SFPUC provides Electric Service to the following Customer classes:

- Residential
- Commercial
- Industrial

SECTION II – SERVICE INITIATION AND CHARACTERISTICS FOR ALL CUSTOMERS

RULE 5.0 – INITIATING OR MODIFYING ELECTRIC SERVICE

5.1 APPLICATION FOR ELECTRIC SERVICE

- (1) Customer shall submit an Application for Electric Service to initiate new service or in advance of any:

 - a. Anticipated material increase in Maximum Demand;
 - b. Change in main switch size, main service-switch continuous current rating, or permanent modifications to the service-termination enclosure;
 - c. Installation of an electric vehicle charging station; or
 - d. Installation of a Generating Facility of any size, such as battery storage, or a PV Generation System.
- (2) After receipt of an Application for Electric Service, SFPUC will review the Application for completeness. After SFPUC determines the Application is complete, SFPUC may determine that a System Impact Study is needed to assess the capacity that is available to supply the new Load. If a System Impact Study is needed, SFPUC will notify Applicant and provide Applicant with a cost estimate for the System Impact Study.
- (3) If SFPUC concludes following a System Impact Study that an Upgrade of SFPUC's Distribution System is required to reliably serve the new Load, SFPUC will notify Applicant and provide Applicant with a cost estimate and an approximate schedule to complete this Upgrade work.
- (4) After entering into appropriate agreements with Applicant, SFPUC will design and engineer the required Upgrades.
- (5) Construction of any required Upgrades will commence after receipt of full payment for the estimated costs for the work from Applicant.
- (6) At SFPUC's request, Customer will provide SFPUC with any revised or updated drawings and specifications, related to changes in the Premises Wiring and/or Customer's electrical equipment.
- (7) If such changes result in the need for improvements to the Distribution System or Service Lines, or should Customer require Special Facilities, Customer shall reimburse SFPUC for any associated costs, in accordance with Rules 8, 12, and 15.

5.2 APPLICANT FOR ELECTRIC SERVICE

- (1) Applicant for Electric Service, if an individual, must be at least 18 years old or a fully emancipated minor, as defined by the State of California.
- (2) Applicant for Electric Service must complete an Application for Electric Service and pay any applicable Application fee (in accordance with the Rate Schedule) and Advance Amount.

- (3) SFPUC may require Applicant to provide a non-refundable engineering fee to start the engineering process, in accordance with the Rate Schedule.
- (4) SFPUC may require Applicant to pay upfront for any required system studies, whether performed by SFPUC or by a third-party distribution utility.
- (5) Applicant desiring to take over an existing Electric Service shall request service from SFPUC in the manner required by SFPUC and furnish such information as SFPUC may reasonably require.

5.3 ELECTRIC SERVICE AGREEMENTS

- (1) SFPUC may require Applicant to enter into an Electric Service Agreement when one or more of the following conditions are present:
 - a. The conditions set forth in the Rate Schedule or any agreement with a developer requires an Electric Service Agreement.
 - b. Applicant's Energy requirements are unusually large or small such that Customer would impose a substantial economic risk on SFPUC without an Agreement.
 - c. Any other unique circumstance as determined by SFPUC in its sole discretion.
- (2) In the event of a conflict between an Electric Service Agreement and these Rules, the provisions in the Electric Service Agreement will take precedence.

5.4 COMMENCEMENT OF SERVICE

- (1) Applicant's Electric Service will commence, and Applicant will become Customer once:
 - a. All SFPUC-owned equipment and Applicant-owned equipment necessary for the delivery of Electric Service has been installed and connected in accordance with all applicable requirements, and deemed by SFPUC as ready for service;
 - b. Any necessary easements and/or land rights needed by the SFPUC have been provided by the Applicant to SFPUC;
 - c. All electrical work has been inspected and permitted by the Authority Having Jurisdiction (such as SFDBI, the Port of San Francisco, or other appropriate AHJ), has been completed, and is operational;
 - d. The AHJ over the permitting of the electrical installation (such as SFDBI or the Port of San Francisco) has certified that service is safe to energize (via a green tag or other release); and
 - e. SFPUC has notified Applicant that Electric Service is available and ready for service.
- (2) Where SFPUC obtains services from a third-party distribution utility to provide Electric Service to Applicant, in addition to fulfilling the requirements of Rule 5.3(1), Applicant's Electric Service will commence once:
 - a. The third-party distribution utility has installed and allowed SFPUC to interconnect with any of the third-party distribution utility's facilities, including

Upgraded facilities, which are necessary for SFPUC to provide Electric Service to Applicant;

- b.** When required by SFPUC, Applicant has executed an agreement granting SFPUC control of certain Applicant's facilities that may be necessary for SFPUC to provide Electric Service; and
 - c.** Except where SFPUC agrees otherwise, Applicant has paid any service initiation fee required by the third-party distribution utility and paid for any new facilities required by SFPUC or the third-party distribution utility to obtain distribution service from the third-party distribution utility.
- (3)** Electric Service to Customer taking over an existing Electric Service will commence once:
 - a.** SFPUC has received from Customer such information reasonably requested by SFPUC in accordance with Rule 5.1(5);
 - b.** SFPUC has received any deposit required by SFPUC pursuant to Rule 20;
 - c.** SFPUC has secured any resources or services from any relevant third-party distribution utility needed to provide Electric Service pursuant to Rule 5.3(1); and
 - d.** SFPUC has informed Customer that Electric Service is available.
- (4)** SFPUC may require Applicant to pay an additional Advance Amount and Cost-of-Ownership Charge where Applicant for residential Electric Service does not commence taking service within six months of receiving notice from SFPUC that such service is available, or Applicant for commercial Electric Service does not commence taking service within twelve months of receiving such notice.

5.5 NONBYPASSABLE OR DEPARTING LOAD CHARGES

- (1)** Customer shall be solely responsible for any Nonbypassable or Departing Load Charges imposed on Customer by a third-party distribution utility.

RULE 6.0 – CHARACTERISTICS OF SERVICE

6.1 SERVICE VOLTAGE

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

- Single phase 120/240 volt; 3 wire.
- Single phase 120/208 volt; 3 wire.
- Three phase 120/240 volt; 4 wire.
- Three phase 120/208 volt; 4 wire.
- Three phase 277/480 volt; 4 wire.
- Three phase 12,470 volt; 3 wire.

6.2 SERVICE DELIVERY POINT

- (1) Electric Service shall be delivered to a single Service Delivery Point, at a single voltage level, and as measure through one electric meter.
- (2) SFPUC may determine that Electric Services greater than 4,000 amperes or where the minimum Demand Load requirement is greater than 2,500 kVA shall be a Primary Electric Service.
- (3) SFPUC must approve the design of all Service Lines used to receive Primary Electric Service before providing Electric Service. Applicant must notify SFPUC during preliminary design of such Service Lines.

6.3 LOAD BALANCE

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

6.4 CONNECTED LOAD RATINGS

- (1) SFPUC shall determine Customer's Connected Load as follows:
 - a. Motors are counted at their horsepower output ratings and other devices at their nameplate input ratings in kW or kVA.
 - b. Welding devices are treated as specifically detailed in Rule 6.10 below.
 - c. Conversions between horsepower, kW, and kVA shall be made on a one-for-one basis.

6.5 TRANSFER SWITCH EQUIPMENT

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

6.6 OPERATION OF MAJOR EQUIPMENT

- (1) Customer shall not start and stop major electric equipment such as pumps and motors in a manner that causes voltage fluctuations that adversely affect other Customers or is detrimental to the Distribution System.
- (2) If the starting voltage for any single piece of equipment, or pieces of equipment if started simultaneously, exceeds the limits in Table I below, Customer shall use reduced voltage starters or other means of limiting voltage fluctuations to acceptable levels.
- (3) If SFPUC determines that Customer's major electrical equipment starts are causing unacceptably large voltage fluctuations that interfere with Electric Service to other Customers, SFPUC may direct Customer to install, at its own expense, appropriate devices to mitigate voltage fluctuations caused by major equipment starts.
- (4) If Customer's installed pieces of major electrical equipment are designed to start automatically SFPUC may direct Customer to install, at its own expense, suitable time-delay devices to stagger automatic Load start-ups to ensure that simultaneous start-ups do not occur under any circumstances.

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

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

6.7 OPERATION OF WELDING EQUIPMENT

(1) Welder Ratings

- a. Motor-generating type arc welder's horsepower ratings shall be determined by the horsepower ratings of the motors driving the welder.
- b. Transfer type arc welders' horsepower ratings shall be determined by the nameplate maximum kVA input (at rated output in amperes).
- c. Resistance welder's horsepower ratings shall be determined by multiplying the welder transformer nameplate rating (at 50% duty cycle) by the appropriate factor listed below in Table II:

Table II. Welder Ratings			
Type of Welder	Transformer Nameplate Rating @ 50% Duty Cycle	Factor	
		SFPUC-Owned Distribution Transformer	Applicant-Owned Distribution Transformer
Rocker Arm, Press or Projection Spot	20 kVA or less	0.60	0.50
Rocker Arm, Press Spot	over 20 kVA	0.80	0.60
Projection Spot	21 – 75 kVA		
Flash or Butt	100 kVA and over		
Seam or Portable Gun	All sizes		
Flash or Butt	67 – 100 kVA	*	**
Projection Spot	over 75 kVA	1.20	0.90
Flash or Butt	66 kVA or less		

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

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

- d. Welder ratings specified by Rule 6.7(1)(a.-c.) above will normally be determined by manufacturer supplied data. If such data is either unavailable or considered by either Customer or SFPUC to be unreliable, ratings will be determined by testing at Customer's expense.
- e. If established by seals provided by SFPUC, welder ratings may be limited by sealing taps that provide greater capacity than the selected tap and/or by the interlocking lockout of one or more welders with other welders.

(2) Welder Loads

SFPUC will calculate Energy Consumption of welders subject to the following provisions:

- a. Loads from welding shall be included as part of Connected Load with ratings as determined in the table located in Rule 6.8(1) based on the maximum Load that

can be connected at any time without allowance for diversity between welding devices.

- b. Where resistance welders are served, the computation of diversified resistance welding Load shall be as follows:
 - i. Individual resistance welding ratings, as prescribed above, shall be multiplied by the following factors and added together to obtain the sum of the welding Load: the largest welder rating, plus 0.8 times the next largest welder rating, plus 0.6 times the next largest welder rating, plus 0.4 times the next largest welder rating, plus 0.2 times the ratings of all additional welders.
 - ii. If the sum of the computed diversified resistance welder Load is greater than the Demand, the diversified resistance welder Load shall be used for billing purposes.

(3) Residential Customer Welding

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

6.8 OPERATION OF MOTORS

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

6.9 METERING

SFPUC shall meter all Customer Energy Consumption and generation. Notwithstanding the foregoing, in circumstances where metering Load is impracticable or impossible as determined by the SFPUC, the SFPUC may permit unmetered Load at its discretion where SFPUC can calculate Customer's Energy usage.

6.10 MASTER-METERING

- (1) Master-Metering for Multi-dwelling Units
 - a. SFPUC will not allow Master-Metered Electric Service at new Multi-dwelling Units. SFPUC shall individually meter all residential units.
 - b. SFPUC will continue to allow Master-Metered Electric Service at existing Master-Metered Multi-dwelling Units, provided the cost of Energy Consumption is

absorbed in the rent and there is no separately identifiable charge for each tenant based on Consumption.

(2) Master-Metering for Commercial Properties and Marinas

- a.** Except as outlined in 2b below, SFPUC will not allow Master-Metered Electric Service at commercial properties or marinas. SFPUC will individually meter all users.
- b.** SFPUC may approve Master-Metered Electric Service at a commercial property or marina on a case-by-case basis provided that, at a minimum:
 - i.** Customer submits a request for exemption to this rule, together with a detailed explanation supporting the rationale for an exemption, and any other drawings or other information requested by SFPUC to review;
 - ii.** SFPUC determines it would be impracticable for the SFPUC to separately meter each tenant; and
 - iii.** The Master-Meter Customer either: (a) includes the cost of electricity in the rent without a separately identifiable charge for each tenant based on Energy Consumption; or (b) installs and maintains Sub-Meters approved by SFPUC and bills users for their Energy Consumption proportionate to the Energy Consumption on the Master-Meter bill for the same Energy Consumption period, or as otherwise approved by the SFPUC.

(3) Audits of Master-Metered Electric Service

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

(4) Termination of Master-Metered Electric Service

SFPUC may terminate Customer's Master-Meter Electric Services under the following conditions:

- a.** SFPUC determines that the Master-Meter Customer has not properly allocated charges for Electric Service to its users.
- b.** Following any maintenance, extension, improvement, renewal, or replacement work on the existing electrical system and/or individual facilities that facilitates a transition to individual metering.

RULE 7.0 – EQUIPMENT CONDITIONS

7.1 PROTECTIVE DEVICES

- (1)** Customer shall install and maintain all protective devices that are necessary to safeguard its electrical equipment. SFPUC is not responsible for any loss or damage to Customer's electrical equipment caused by Customer's failure to install and maintain suitable protective devices.
- (2)** Customer shall coordinate its installation of and settings for protective devices with SFPUC's protective equipment.
- (3)** Customer's protective devices must be approved by SFPUC.

7.2 COMPLIANCE WITH CODES, ORDINANCES, STANDARDS, AND REQUIREMENTS

- (1)** Customer-installed Premises Wiring and Service Lines must comply with the most restrictive requirements of the latest versions of the following, when applicable:
 - a.** Uniform Electric Service Requirements approved by the Electrical Utility Service Equipment Requirements Committee (EUSERC)
 - b.** Standards approved by the Institute of Electrical and Electronics Engineers
 - c.** SFPUC Electric Service Guidelines
 - d.** National Electric Code (NEC)
 - e.** San Francisco Electrical Code
 - f.** Applicable tariff and contract provisions
- (2)** Applicant must obtain such permits as may be required from SFDBI, the Port of San Francisco, or other appropriate AHJ.
- (3)** SFPUC may require Customer altering existing Service Lines to Upgrade existing facilities to meet current standards.

7.3 CUSTOMER RESPONSIBILITY FOR CUSTOMER-OWNED EQUIPMENT AND USE OF ENERGY

- (1)** Customer shall, at its sole risk and expense, furnish, install, inspect, and keep in good and safe condition all Premises Wiring or other equipment of any kind or character that may be required to:
 - a.** Receive Energy from the Distribution System, regardless of the location or voltage of the Transformers, meters, or other equipment; and
 - b.** Apply and use such Energy, including all necessary protective devices and suitable housings.
- (2)** Customer shall be solely responsible for obtaining all necessary permits and approvals for such equipment and for compliance with all applicable laws, rules, regulations, and codes with respect to such equipment.

- (3) Customer shall be solely responsible for the distribution and delivery of Energy over or through Customer's Premises Wiring and equipment regardless of the location where such Energy is transformed or metered.

7.4 CUSTOMER RESPONSIBILITY FOR SFPUC EQUIPMENT

- (1) SFPUC equipment installed on Customer's property will remain at all times the property of SFPUC. Customer shall exercise reasonable care to protect SFPUC equipment on Customer property.
- (2) Customer shall provide and maintain a space for and around the clock access to SFPUC's equipment on Customer's premises.
- (3) In the event of loss or damage to SFPUC's equipment arising from Customer tampering, neglect, or failure to reasonably care for the equipment, Customer shall be responsible for the cost of any necessary repairs or replacement of SFPUC equipment, and SFPUC may estimate usage and charge customer accordingly.

RULE 8.0 – SPECIAL FACILITIES AND TEMPORARY ELECTRIC LINES

8.1 SPECIAL FACILITIES

- (1)** SFPUC will install only those standard facilities that it deems necessary to provide Electric Service in accordance with these Rules.
- (2)** When Applicant requests that SFPUC install Special Facilities to obtain Electric Service, and SFPUC agrees to make such an installation, any additional costs for such Special Facilities shall be borne by Applicant as a Non-Refundable Amount.
- (3)** Special Facilities will be installed, owned, maintained, or allocated by SFPUC as an accommodation to Applicant, provided SFPUC determines that the requested Special Facilities will not impair the operation and reliability of SFPUC Electric Service to Applicant and other Customers.
- (4)** Special Facilities will be installed, owned, maintained, or allocated under the terms and conditions of a Special Facilities Agreement between Applicant and SFPUC, which will specify a minimum:
 - a.** Applicant's installation costs and Cost-of-Ownership Charges for the Special Facilities installed by SFPUC for Applicant; or
 - b.** Applicant's Cost-of-Ownership Charge for the estimated installed cost of the portion of any existing facilities to be allocated to Applicant for its sole use.
- (5)** Where SFPUC determines the collection of continuing Cost-of-Ownership Charges is not practicable, SFPUC may require Applicant to make a one-time payment equivalent to the present value of ongoing monthly Cost-of-Ownership charges.

8.2 TEMPORARY ELECTRIC SERVICE LINE

- (1)** When Applicant is seeking temporary Electric Service, SFPUC will provide an estimate of the cost of labor and expendable material necessary to install and remove the Temporary Electric Service Facilities. Applicant will be responsible for the entire cost of installing and removing the Temporary Electric Service Facilities.
- (2)** After receipt of this non-refundable charge and proper establishment of credit, SFPUC will install the Temporary Electric Service Facilities.
- (3)** Applicant must obtain a permit from SFDBI, the Port of San Francisco, or other appropriate AHJ prior to SFPUC's provision of Electric Service.
- (4)** Where SFPUC may be able to use a Temporary Electric Service facility as a Distribution or Service facility to provide Electric Service to Applicant's Permanent Load, SFPUC may determine that some of Applicant's costs for the Temporary Electric Service facility could be considered refundable for the installation of the permanent Distribution or Service facility. To determine this, the Applicant must conduct an evaluation of the service attributes, alignment, and installation specifications of the temporary and needed permanent facility as well as an inspection of the condition of the Temporary Electric Service facility, trench, and

- surrounding area to assess conditions and determine the extent of reuse and whether the temporary facility would qualify for any reimbursement. The Applicant must cover all costs related to this evaluation and inspection.
- (5)** SFPUC will meter the Temporary Electric Service.
 - (6)** Applicant will take ownership of all segments of the Temporary Electric Service Line within the Applicant's private property except the meter that SFPUC will own and maintain.

RULE 9.0 – STREET LIGHTS

9.1 PUBLIC RIGHT-OF-WAY

- (1)** SFPUC shall not be responsible for Street Lights in the public right-of-way that were installed by an Applicant or its Developer without the prior written approval of SFPUC.
- (2)** A street improvement permit granted by Public Works shall be considered prior written approval for compliance with Rule 9.1 as long as the Applicant commences work prior to the permit expiration or revocation and within a period of five years. For Master-planned Developments with multiple phases, this approval will only apply to current phases only.
- (3)** SFPUC shall not be responsible for maintaining Street Lights installed by an Applicant or its Developer on streets prior to acceptance of such streets by the Board of Supervisors, unless SFPUC provides prior written approval to do so.
- (4)** SFPUC will not accept Street Lights that do not meet the Street Light Standards. Please see street and pedestrian lighting standards at this link on the SFPUC website: <https://www.sfpuc.org/streetlights>.
- (5)** Street Light Standards are subject to change and will be updated as needed. The SFPUC will honor guidelines and requirements that were in effect:
 - a.** At the time Public Works approved the Applicant's street improvement permit. SFPUC will honor the existing guidelines and requirements as long as the Applicant commences work under the permit prior to its expiration or revocation and within a period of five years. For Master-planned Developments with multiple phases, this approval will only apply to current phases only.
 - b.** At the time the Applicant submits an application for Electric Service for a period up to two years, in the event Public Works does not require a street improvement permit for the project.
- (6)** If Applicant or its Developer installs new Street Lights on a street that has not been accepted by the Board of Supervisors, SFPUC will not accept the Street Lights until the street has been accepted.
- (7)** At Applicant or its Developer's request, and provided SFPUC is able to offer the service, SFPUC will provide Electric Service to Street Lights that have not been accepted by SFPUC, provided Applicant or its Developer executes a Street Light Interim Electric Service Agreement that, among other things, requires Applicant or its Developer to:
 - a.** Reimburse SFPUC for all costs incurred by SFPUC to interconnect the Street Lights with the Distribution System;
 - b.** Pay for any Distribution or Service Line Extension required to serve the Street Lights;
 - c.** Pay for Street Light Energy Consumption as prescribed by the Rate Schedule; and

- d. Accept responsibility for any Nonbypassable or Departing Load Charges.

9.2 PRIVATE STREET LIGHTS

- (1) SFPUC shall not be responsible for furnishing, installing, or maintaining Street Lights, path lights, or decorative lights on private property or property not in the public right-of-way.
- (2) Customers requesting Electric Service for Customer-owned Street Lights, path lights, or decorative lights on private property must:
 - a. Reimburse SFPUC for all costs incurred by SFPUC to interconnect the Street Lights with the Distribution System;
 - b. Pay for any Distribution or Service Line Extension required to serve new Street Lights;
 - c. Pay for Street Light Energy Consumption as prescribed by the Rate Schedule; and
 - d. Accept responsibility for Nonbypassable Charges or Departing Load Charges.

9.3 MEASURING ENERGY CONSUMPTION AT STREET LIGHTS

Consistent with Rule 9.2(1), SFPUC will serve privately-owned Street Lights as metered Load.

RULE 10.0 – DISCONTINUANCE AND RESTORATION OF SERVICE

10.1 REASONS FOR DISCONTINUANCE OF SERVICE

(1) Customer Request

- a. Customer may discontinue Electric Service by giving SFPUC at least two business days' notice and stating the date on which the discontinuance is to become effective.
- b. Where SFPUC is providing Electric Service to a Multi-dwelling Unit, and the discontinuance may deprive residential users of Electric Service, Customer must give written notice to SFPUC and all residential users at least ten business days before the date discontinuance is to become effective. SFPUC will not discontinue service before expiration of the specified period of notice.
- c. Customer discontinuing Electric Service shall be responsible for all Energy Consumption at the premises until the requested date of discontinuance, or until expiration of the required period of notice, whichever is later.

(2) Payment or Credit Issues

- a. SFPUC may discontinue Customer's Electric Service, or refuse to restore Electric Service, for the following reasons:
- b. Customer has not paid Bills, provided that a written notice of discontinuance of service for nonpayment of Bills has been issued.
- c. Customer has not paid a requested credit deposit or has a closed SFPUC Electric Service account with an unpaid balance.
- d. Customer has not adhered to the terms of any relevant Amortization Agreements, provided that notice of discontinuance of service has been issued.

(3) Unsafe Use of Electrical Service

- a. SFPUC may discontinue Customer's Electric Service, or refuse to restore Electric Service, without notice to Customer, if SFPUC, or a governmental agency authorized to enforce laws, ordinances, or regulations, finds that:
- b. Any part of Customer's Premises Wiring or equipment, or use thereof, is either unsafe or in violation of any law or code;
- c. Customer is using equipment that adversely affects SFPUC's Electric Service to other Customers; or
- d. Customer is using electrical equipment that could be detrimental to the Distribution System.

(4) Unauthorized Use of Electrical Service

- a. SFPUC may discontinue Customer's Electric Service, or refuse to restore Electric Service, if SFPUC determines that:
- b. Customer has been using Electric Service for any purpose other than that disclosed in the Application;
- c. Customer's actions or the condition of affected premises are such as to indicate theft, diversion, an intent to defraud SFPUC; or

- d. Customer has been tampering with the meter or any of SFPUC's equipment or facilities.

(5) No Access to Customer's Premises

SFPUC may discontinue Customer's Electric Service, or refuse to restore Electric Service, if SFPUC is unable to access any SFPUC equipment or facilities on Customer's premises or any Customer facilities connected to the Distribution System or Service Lines.

(6) Failure to Fulfill Contractual Obligations

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

10.2 RESTRICTIONS ON DISCONTINUANCE OF ELECTRIC SERVICE

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

- (1) On any Saturday, Sunday, City legal holiday, or at any time SFPUC's business offices are closed to the public.
- (2) When a licensed physician has certified that to do so could be life-threatening, Customer is disabled, or Customer is over 70 years old, provided Customer is both (a) financially unable to pay for service within the normal payment period, and (b) willing to enter into an Amortization Agreement with respect to all charges that Customer was unable to pay prior to delinquency.
- (3) When Customer has paid any past-due amounts, initiated a complaint, or requested an investigation within five days of receiving a disputed Bill.
- (4) When, within 13 days of mailing of a notice of discontinuance of Electric Service, (a) Customer has requested an extension of the payment period of a Bill asserted to be beyond the means of Customer to pay in full during the normal period for payment; and (b) SFPUC has not completed a review of the complaint, investigation, or request.
- (5) When Customer is complying with an Amortization Agreement and keeping its account current as charges accrue in each subsequent Billing Period.
- (6) Where SFPUC is providing Electric Service to residential occupants through a Master-Meter in a Multi-dwelling Unit, a mobile-home park, or permanent residential structure in a labor camp, as defined in Section 17008 of the California Health and Safety Code, and the owner, manager, or operator of the Multi-dwelling Unit, mobile-home park, or permanent residential structure in a labor camp is listed as Customer, SFPUC will not terminate Electric Service to residential occupants for non-payment of Bills: (a) during the pendency of a SFPUC investigation of Customer dispute or complaint; (b) if Customer has been granted an extension of the period

for payment of a Bill; (c) if Customer's indebtedness is to a City agency other than SFPUC; (d) if a delinquent account relates to another property owned, managed, or operated by Customer; or (e) if a public health or building officer certifies that termination would result in a significant threat to the health or safety of the residents.

- (7) In situations of public emergency when action by the State, City, or San Francisco Public Utilities Commission has placed restrictions on discontinuance.

10.3 NOTICE OF DISCONTINUANCE OF ELECTRIC SERVICE FOR NON-PAYMENT

(1) Commercial Customers

- a. Before discontinuing Electric Service to a Commercial Customer for non-payment, SFPUC will mail a written notice of discontinuance of Electric Service at least ten days prior to the proposed discontinuance to Customer. Such notice will not be sent until at least 19 days have elapsed from the date of mailing of SFPUC's Bill. The ten-day period shall not commence until five days after the mailing of the notice.
- b. SFPUC shall also make a reasonable attempt to contact a person over the age of 18 at Customer's premises by telephone or personal contact at least 24 hours prior to any discontinuance of Electric Service. If telephone or personal contact cannot be accomplished, SFPUC shall give notice of termination of service at least 48 hours prior to termination by mail, in person, or by posting a notice in a conspicuous location at Customer's premises. If notice is mailed, SFPUC will allow five days for the delivery of the notice. Hand delivered notices will be delivered at Customer's premises at least 48 hours prior to discontinuance.
- c. SFPUC will suspend discontinuance of Customer's Electric Service, or restore Customer's Electric Service if already discontinued, if Customer pays any past-due amounts.

(2) Residential Customers

- a. Before discontinuing Electric Service to a Residential Customer for non-payment, SFPUC will mail a written notice of discontinuance of Electric Service at least ten days prior to the proposed discontinuance to Customer. Such notice will not be sent until at least 19 days have elapsed from the date of mailing of SFPUC's Bill. The ten-day period shall not commence until five days after the mailing of the notice.
- b. SFPUC shall also make a reasonable attempt to contact a person over the age of 18 residing at Customer's premises by telephone or personal contact at least 24 hours prior to any discontinuance of Electric Service. If telephone or personal contact cannot be accomplished, SFPUC shall give notice of termination of service at least 48 hours prior to termination by mail, in person, or by posting a notice in a conspicuous location at Customer's premises.

- c. SFPUC's notice of discontinuance of Electric Service shall state at the top in bold face type "Notice of Discontinuance of Electric Service" and shall include the following information: (i) Customer's name and address; (ii) the amount of the delinquency; (iii) the date by which payment or arrangements for payment is required in order to avoid discontinuance; (iv) how Customer may initiate a complaint or request an investigation concerning Electric Service or charges; (v) that Electric Service will not be discontinued during SFPUC's investigation of Customer's complaint; (vi) how Customer may request an extension of time to pay or amortize any unpaid charges; (vii) how Customer may obtain information on the availability of financial assistance; and (viii) the name, telephone number, and email address of an SFPUC representative who can provide Customer with additional information concerning the notice or institute arrangements for payment.
- d. If SFPUC has entered into an Amortization Agreement with Customer, and Customer fails to comply with such agreement, SFPUC may terminate Electric Service only after giving notice to Customer at least 48 hours prior to termination of the conditions Customer must meet to avoid termination.

(3) Residential Master-Meter Customers

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

- a. SFPUC shall make every good faith effort to inform the residential occupants by means of a written notice posted on the door of each residential unit at least 15 days prior to termination that the account is in arrears and that Electric Service will be terminated on a date specified in the notice. The notice required under this section shall be in English and the languages listed in California Civil Code § 1632.
- b. Where it is not reasonable or practicable to post the notice on the door of each residential unit, SFPUC shall post two copies of the notice in each accessible common area and at each point of access to the structure or structures.
- c. The notice shall inform the residential occupants that they have the right to become SFPUC Customers who will then be billed the Electric Service and will not be required to pay the amount due on the delinquent account. The notice also shall: (i) specify what residential occupants are required to do in order to prevent the termination of, or to reestablish, Electric Service; (ii) state the estimated monthly cost of Electric Service; (iii) identify an SFPUC contact person; and (iv) provide the address and telephone number of qualified legal services.

10.4 THIRD-PARTY NOTIFICATION

- (1)** Customer may designate a third party to receive a copy of all Customer Bills or other information and/or notice of any matter affecting the provision of Electric Service to Customer. A form Authorization to Provide Customer Information to a Third Party is included as Appendix E.
- (2)** Where Customer has properly designated a third party to receive notice, SFPUC will attempt to notify the Person designated by Customer that Customer's account is past due and subject to discontinuance of Electric Service. The notice shall advise the third party of the steps Customer must take to avoid discontinuance.
- (3)** Should SFPUC have reason to believe that Customer is unable to comprehend the impact of a discontinuance of Electric Service, SFPUC will consider an appropriate "social agency" to be the third party. A "social agency" is any entity that has a primary purpose of helping individuals locate assistance or providing assistance directly to individuals.

10.5 RESTORATION OF ELECTRIC SERVICE

SFPUC will restore Customer's Electric Service when:

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

10.6 DISCONTINUANCE OF DISCOUNTS AND INCENTIVES

SFPUC reserves the right to discontinue any discounts or incentives if Customer receives more than two delinquency notices in any 12 consecutive Billing Periods.

10.7 DISCONNECT CHARGES

- (1)** If SFPUC dispatches personnel to Customer's premises to post a 48-hour notice of disconnection for nonpayment of Customer's Bill, SFPUC may charge a 48-hour notice fee in accordance with the Rate Schedule.
- (2)** In the event SFPUC dispatches personnel to Customer's premises to disconnect Electric Service at the meter, SFPUC may charge Customer a field action charge in accordance with the Rate Schedule.
- (3)** If, at its sole discretion, SFPUC determines it is necessary and appropriate to disconnect Customer's Electric Service at the utility pole or underground service entrance, SFPUC will charge Customer for pole or underground disconnection and/or reconnection according to actual cost.

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

SECTION III – ADDITIONAL SERVICE CHARACTERISTICS FOR APPLICANTS CONNECTING ONLY TO SFPUC-OWNED DISTRIBUTION SYSTEM

This Section (Rules 11, 12, and 13) applies specifically to Electric Service provided only through the SFPUC-owned Distribution System. It does not apply to Electric Service provided through a third party-owned Distribution System; refer to Section IV (Rules 14, 15, and 16) for such service.

RULE 11.0 – DISTRIBUTION AND SERVICE LINE EXTENSIONS AND REPLACEMENTS

11.1 DISTRIBUTION AND SERVICE LINE EXTENSIONS AND REPLACEMENTS

- (1)** Where Applicant's Electric Service requires a Distribution or Service Line Extension, Applicant shall apply for such extension by submitting an Application for Electric Service. Applicant shall submit such Application sufficiently in advance of the date Applicant requires Electric Service to allow SFPUC adequate time to complete engineering, gain access to rights-of-ways where necessary, procure materials, obtain access to Applicant's property, and construct, inspect, and authorize service from new facilities before Applicant requires service. Applicant shall be solely responsible for any costs incurred by Applicant or SFPUC due to untimely notice.
- (2)** Within a reasonable time after receipt of an Application for Electric Service and after the completion of the System Impact Study, SFPUC will provide Applicant with a proposed Distribution and Service Line Extension Agreement.
- (3)** SFPUC will not perform any work on a Distribution or Service Line Extension until Applicant has signed the Distribution and Service Line Extension Agreement, paid any required Advance Amount, installed all necessary Substructures and Protective Structures, and obtained SFPUC approval of such Substructures and Protective Structures.

11.2 DISTRIBUTION SYSTEM UPGRADES

- (1)** After receipt of an Application for Electric Service, SFPUC will review the documents for completeness. After SFPUC determines the Application is complete, SFPUC may determine that a System Impact Study is needed to assess the capacity that is available to supply the new Load. If a System Impact Study is needed, SFPUC will notify Applicant and provide Applicant with a cost estimate for the System Impact Study.
- (2)** If SFPUC concludes following a System Impact Study that an Upgrade of SFPUC's Distribution System is required to reliably serve the new Load, SFPUC will notify Applicant and provide Applicant with a cost estimate and an approximate schedule to complete this Upgrade work.

- (3) After entering into appropriate agreements with Applicant, SFPUC will design and engineer the required Upgrades. The design and engineering costs will be included in Applicant's Advance Amount.
- (4) Construction of any required Upgrades will commence after receipt from Applicant of full payment for the estimated costs for the work from Applicant. Such construction work may proceed in parallel with the installation of any Distribution and/or Service Line Extensions.

11.3 SFPUC RESPONSIBILITY FOR DISTRIBUTION AND SERVICE LINE EXTENSIONS

- (1) At Applicant's request, SFPUC will plan, design, and construct a Distribution or Service Line Extension using standard voltages to Applicant's Service Delivery Point.
- (2) SFPUC will construct Distribution and Service Line Extensions on and within the public right-of-way or City accepted public streets and on private property where a recorded Easement has been granted to the SFPUC.
- (3) SFPUC will be responsible for furnishing and installing cables, transformers (for Secondary Electric Service only), switches, and any other equipment necessary to complete and energize a Distribution or Service Line Extension.
- (4) SFPUC will own, operate, control, and maintain all Distribution Line Extensions installed by SFPUC and Service Line Extensions installed by SFPUC to the extent such Service Line Extensions are in the public right-of-way and in legal easement areas.
- (5) Only SFPUC-authorized personnel may connect or disconnect Service Lines from Distribution Lines or perform any work on any SFPUC-owned equipment.
- (6) If an Application for a Distribution or Service Line Extension includes a request that SFPUC install Special Facilities, or should SFPUC determine that Special Facilities are required to meet Applicant's need for Electric Service, Applicant shall pay additional Special Facilities charges, which will include Cost-of-Ownership Charges and the incremental cost of the Special Facilities.

11.4 APPLICANT RESPONSIBILITY FOR DISTRIBUTION AND SERVICE LINE EXTENSIONS

- (1) For Distribution Line Extensions, Applicant shall:
 - a. Perform all Excavation and installation of Substructures and Protective Structures;
 - b. Convey ownership to SFPUC of any Substructures and Protective Structures; and
 - c. Convey to SFPUC all applicable land rights related to the substructures and Protective Structures, where those substructures are not located within the franchise.
- (2) For Service Line Extensions, Applicant shall:
 - a. Provide a route on Applicant's property for a service lateral;
 - b. Provide adequate space on Applicant's property for metering and termination equipment near the Service Delivery Point;

- c. Design, install, own, and maintain all service facilities up to the Service Delivery Point;
 - d. Perform all Excavation and installation of Substructures and Protective Structures;
 - e. Convey ownership to SFPUC of any Substructures to the extent they are located in the public rights-of-way and in easement areas; and
 - f. Allocate space on Applicant's property for any necessary pad-mounted transformer, and any other equipment necessary for providing Electric Service.
- (3) The Service Delivery Point shall be accessible without any impediments to SFPUC at all times. Applicant shall provide the location of the Service Delivery Point to SFPUC for review and approval.
- (4) SFPUC may authorize Applicant to use qualified contractors to perform all work on a Distribution or Service Line Extension that is normally the responsibility of SFPUC, provided such work is done in accordance with SFPUC's specifications. Any Applicant installing a Distribution or Service Line Extension shall comply with the requirements of Rule 18.1.
- (5) If Developer meets the requirements of San Francisco Administrative Code Section 99.5, SFPUC may contract directly with Developer to install the SFPUC's Electrical Infrastructure at their Development projects.

11.5 REPLACEMENT OF EXISTING SERVICE LINES

- (1) Where, for Customer's convenience, Customer requests that a Service Line be relocated, Customer will be required to enter into a new Distribution and Service Line Extension Agreement and will be responsible for all applicable costs for such Service Line relocation.
- (2) Customer shall not be responsible for the costs to relocate a Service Line where such relocation is for SFPUC's sole convenience

RULE 12.0 – COST ALLOCATIONS

12.1 TYPE OF COST FOR DISTRIBUTION AND SERVICE LINE EXTENSION

- (1)** Where Applicant’s Electric Service requires a Distribution Line Extension, the project may involve the following facilities and their associated costs:

 - a.** Standard Electrical Facilities. Standard Electrical Facilities are those that meet the standards set forth in SFPUC’s Electric Service Guidelines, which can be found in Appendix G of this document, or PG&E Greenbook Standards. In the event of a conflict between the Electric Service Guidelines and PG&E Greenbook Standards, the SFPUC’s Electric Service Guidelines will prevail. Standard Electrical Facilities may include:

 - i.** Disconnect switches, protective devices (such as interrupters), poles, transformers, conductors (cables, wires, and associated infrastructure);
 - ii.** Infrastructure Upgrades to electric distribution facilities;
 - iii.** Substructures Upgrades and/or installations and trenching; and
 - iv.** Service transformers will not be permitted on public right-of-way.
 - b.** Special Facilities, which may include Typical Infrastructure and Cost-of-Ownership charges (See Rule 8.1 for more on Special Facilities).
- (2)** Where Applicant’s Electric Service requires a Service Line Extension, the project may involve the following facilities and their associated costs:

 - a.** Electrical Equipment, which may include disconnect switches, protective devices (such as interrupters), poles, transformers, conductors, wires, metering enclosures, and service drops.
 - b.** Substructures, which may include vaults, equipment pads, conduits, pull-boxes, and trenching.

12.2 ALLOCATION OF COSTS FOR DISTRIBUTION AND SERVICE LINE EXTENSIONS

- (1)** For each of the cost categories listed in Rule 12.1 above, the Applicant or the SFPUC may bear responsibility for the costs. Table III below details the party responsible for each cost. Cost allocations identified in Table III reflect current SFPUC policy at the time of issuance of these Rules. The SFPUC reserves the right to change cost allocation policy as needed.

Table III. Cost Allocations for Customers Connecting Only to SFPUC-owned Distribution System				
Service Segment	Facility Category	Cost Category	Financial Obligation and Treatment	
			General Use Municipal Customers	All Other Customers
SFPUC Distribution Line Extension	Standard Electrical Facility	Disconnect switch, protective devices such as interrupter, pole, transformer, conductor, wire, or service drop	All Interconnection Facilities (except Primary Switchgear): SFPUC responsibility	
		Distribution infrastructure Upgrades – electric facilities	Customer responsibility; not eligible for Refund/Allowance	Customer responsibility; SFPUC applies Refund/Allowance via Distribution and Service Line Extension Agreement
		Distribution infrastructure Upgrades – substructures	Customer responsibility; not eligible for Refund/Allowance	
	Special Facilities	Infrastructure and Cost-of-Ownership Charges	Customer responsibility; not eligible for Refund/Allowance	
SFPUC Service Line Extension	Electrical equipment	Disconnect switch, protective devices such as interrupter, pole, transformer, conductor, wire, service drop, or metering enclosures	Customer responsibility; not eligible for Refund/Allowance	Customer responsibility; SFPUC applies Refund/Allowance via Distribution and Service Line Extension Agreement
	Substructures	Vaults, trenching, conduits, or pull-boxes	Customer responsibility; not eligible for Refund/Allowance	

- (2) The SFPUC will inform Applicant of anticipated costs and credits based on detailed estimates. Applicant may subsequently be required to provide additional funds or may receive additional credits based on actual costs.
- (3) SFPUC may require Applicant to pay SFPUC an Advance Amount that shall include both the Non-Refundable and Refundable Amounts of SFPUC's construction. This payment would be required upon finalization of the Distribution and Service Line Extension Agreement.
- (4) Refundable Amount for Applicants applying for Electric Service are subject to the following options:
 - a. Applicant may elect to pay SFPUC 100% of the Refundable Amount ("Allowance Option"). The Allowance Option is only available for residential service.
 - b. Applicant may elect to pay SFPUC 50% of the Refundable Amount ("Discount Option"). If Applicant elects the Discount Option, all of Applicant's costs will be considered Non-Refundable Amounts and Applicant will not be entitled to any refunds.
- (5) For Applicants applying for a Distribution and/or Service Line Extension to serve a single building that contains both Multi-dwelling Units and first floor commercial storefronts, both residential and commercial meters will be included when calculating the Residential Allowance.

12.3 REFUNDS OF ADVANCE AMOUNT FOR "ALLOWANCE OPTION"

For Applicants requesting residential Electric Service who elect to pay 100% of the Refundable Amount ("Allowance Option"), refunds on the Advance Amount will be provided as set forth below:

- a. The total amount subject to refund is the Refundable Amount of Applicant's Advance Amount for a Distribution or Service Line Extension.
- b. The Residential Allowance will apply to meters that are connected to the installed Distribution or Service Line Extension and become Permanent Load within ten years after the SFPUC has completed construction of the Distribution or Service Line Extension and energized the facility for permanent service.
- c. The Residential Allowance will first be applied to the Refundable Amount of Applicant's Advance Amount for any Service Line Extensions. Any excess Residential Allowance on the Service Line Extensions will then be applied to the Refundable Amount of Applicant's Advance Amount for any Distribution Line Extensions.
- d. Refunds based on the Residential Allowance will be paid twelve months after the SFPUC commences Electric Service to Applicant's Permanent Load. Refunds will be calculated based on how many tenant accounts are established within twelve months of the SFPUC providing Electric Service and, when relevant, how many house meters are receiving Load within six months of the SFPUC providing Electric Service.

- e. Should Applicant fail to take residential Electric Service within twelve months of SFPUC being ready to provide Electric Service, SFPUC may require an additional Advance Amount and payment of Cost-of-Ownership Charges.

12.4 COST-OF-OWNERSHIP CHARGES

- (1)** Applicant will be responsible for Cost-of-Ownership Charges for any portion of the projected Load for the Distribution or Service Line Extension that does not materialize into Permanent Load at the end of twelve months from the date SFPUC completed construction of the Distribution or Service Line Extension.
- (2)** Cost-of-Ownership Charges will be based on the balance of the Refundable Amount of Applicant's Distribution or Service Line Extension and may apply even if Applicant used the "Discount Option" when paying the Advance Amount.
- (3)** Cost-of-Ownership Charges may be accumulated and deducted from any refunds due Applicant.
- (4)** Cost-of-Ownership Charges will be monthly, except where SFPUC determines the collection of monthly Cost-of-Ownership charges is not practicable. In such cases, SFPUC may instead require Applicant to make a one-time payment equivalent to the present value of ongoing monthly Cost-of-Ownership charges.

RULE 13.0 – GENERATING FACILITY INTERCONNECTIONS

13.1 AUTHORIZATION TO OPERATE

- (1)** Producer may not interconnect a Generating Facility to the SFPUC Distribution System or Service Lines or engage in Parallel Operation without a SFPUC Generator Interconnection Agreement.
- (2)** In order to install a Generating Facility that will interconnect to the Distribution System, Producer must submit a Generator Interconnection Application to SFPUC. After receipt of the Generator Interconnection Application, SFPUC will review the documents for completeness. After SFPUC determines the Application is complete, SFPUC may determine that a System Impact Study is needed. If a System Impact Study is needed, SFPUC will notify Applicant and provide Applicant with a cost estimate for the System Impact Study.
- (3)** If SFPUC concludes following a System Impact Study that an Upgrade of SFPUC's Distribution System is required to reliably interconnect the Generating Facility, SFPUC will notify Applicant and provide Applicant with a cost estimate and an approximate schedule to complete this Upgrade work. Applicant is responsible for all associated costs and fees in accordance with the Rate Schedule.
- (4)** Producer must obtain a permit from SFDBI, and SFPUC may perform a system inspection before connecting the Generating Facility to the Distribution System to operate.
- (5)** See Appendix F for more information on Customer-owned generator interconnection to SFPUC-owned distribution.

13.2 RIGHT TO ACCESS

Producer shall ensure that SFPUC has unimpeded access to the interconnection point between SFPUC and Producer's Generating Facility for SFPUC to perform its duties and exercise its rights under these Rules and any Generator Interconnection Agreement between SFPUC and Producer.

13.3 COMPLIANCE WITH LAWS/PARALLEL OPERATION

Producer shall install, interconnect, operate, and maintain a Generating Facility in compliance with these Rules; the Generator Interconnection Agreement; Good Utility Practice; National Electric Code 690.91 and 705.40, and all federal, state, and local laws, rules, tariffs, regulations, and orders applicable to the design, siting, construction, installation, operation, or any other aspect of a Generating Facility or Generator Interconnection. Producer shall not connect its Generating Facility to the Distribution System without protective devices as required by the codes.

13.4 CURTAILMENT AND DISCONNECTION

- (1)** SFPUC may disconnect or require the disconnection of a Generating Facility from the Distribution System at any time, with or without notice, either in the event of an emergency or to correct any unsafe operating conditions.
- (2)** SFPUC may disconnect or require the disconnection of a Generating Facility from the Distribution System upon reasonable notice:
 - a.** To allow for routine maintenance, repairs, or modifications to the Distribution System;
 - b.** Upon SFPUC's determination that a Generating Facility is not in compliance with these Rules; or
 - c.** Upon termination of any Generator Interconnection Agreement between SFPUC and Producer.

SECTION IV – ADDITIONAL SERVICE CHARACTERISTICS FOR APPLICANTS CONNECTING THROUGH A THIRD-PARTY

This Section (Rules 14, 15, and 16) apply to Applicants whose Electric Service is provided in whole or part through a third party-owned Distribution System.

RULE 14.0 – DISTRIBUTION AND SERVICE LINE EXTENSIONS AND REPLACEMENTS

14.1 DISTRIBUTION AND SERVICE LINE EXTENSIONS AND REPLACEMENTS

- (1)** Where Applicant's Electric Service requires a Distribution or Service Line Extension, Applicant shall apply for such extension by submitting an Application for Electric Service. Applicant shall submit such Application sufficiently in advance of the date Applicant requires Electric Service to allow SFPUC adequate time to file a Wholesale Distribution Tariff (WDT) application, to complete any necessary facility studies and engineering, procure materials, obtain access to Applicant's property, and construct, inspect, and authorize service from new facilities before Applicant requires service. Applicant shall be solely responsible for any costs incurred by Applicant or SFPUC due to untimely notice.
- (2)** Within a reasonable time after receipt of an Application for Electric Service, and the completion of any studies required by the third-party distribution utility, SFPUC will provide Applicant a proposed Distribution and Service Line Extension Agreement.
- (3)** SFPUC will not perform any work on a Distribution or Service Line Extension until Applicant has signed the Distribution and Service Line Extension Agreement, paid any required Advance Amount, installed all necessary Substructures and Protective Structures, and obtained SFPUC approval of such Substructures and Protective Structures.

14.2 DISTRIBUTION SYSTEM UPGRADES

- (1)** Upon receipt of a completed Application for Electric Service, SFPUC or the third-party distribution utility may determine that a System Impact Study is needed to assess capacity that is available to supply the new Load. If the third-party distribution utility makes this determination, Applicant will pay the third-party distribution utility. If the SFPUC makes this determination, SFPUC will notify Applicant and provide Applicant with a cost estimate for the System Impact Study.
- (2)** If SFPUC or the third-party distribution utility determines, following a System Impact Study, that an Upgrade of SFPUC's Distribution System and/or the third-party's Distribution System is required to reliably serve the new Load, SFPUC and/or the third-party's distribution utility will notify Applicant and provide Applicant with a cost estimate.
- (3)** Upon entering into appropriate agreements with Applicant, SFPUC or the third-party distribution utility will design and engineer the required Upgrades. Design and

engineering costs incurred by a third-party distribution utility will be paid for by the Applicant. Design and engineering costs incurred by the SFPUC will be included in Applicant's Advance Amount.

- (4) Construction of any required SFPUC Upgrades will commence upon receipt from Applicant of full payment for the estimated costs. Construction of any required third-party distribution utility Upgrades will be subject to the requirements and available resources of the third-party distribution utility. Such construction work may proceed in parallel with the installation of any Distribution and/or Service Line Extensions.

14.3 SFPUC RESPONSIBILITY FOR DISTRIBUTION AND SERVICE LINE EXTENSIONS

- (1) At Applicant's request, and working with the relevant third-party distribution utility, SFPUC will plan, design, and construct a Distribution or Service Line Extension using standard voltages to Applicant's Service Delivery Point.
- (2) SFPUC and the third-party distribution utility will construct Distribution and Service Line Extensions only along public streets or upon private property in which Applicant has obtained an Easement or other rights satisfactory to SFPUC and the third-party distribution utility without cost to SFPUC or the third-party distribution utility.
- (3) SFPUC will be responsible for furnishing and installing cables, Transformers (for Secondary Electric Service only), switches, and any other equipment necessary to complete and energize a Distribution or Service Line Extension.
- (4) SFPUC will own, operate, control, and maintain all Distribution Line Extensions installed by SFPUC and Service Line Extensions installed by SFPUC to the extent such Service Line Extensions are in the public right-of-way or on private property where a recorded Easement has been granted to the SFPUC.
- (5) Only SFPUC-authorized personnel may connect or disconnect Service Lines from Distribution Lines or perform any work on any SFPUC-owned equipment, even if such equipment is on Applicant's property.
- (6) If an Application for a Distribution or Service Line Extension includes a request that SFPUC install Special Facilities, or should SFPUC or a third-party distribution utility determine that Special Facilities are required to meet Applicant's need for Electric Service, Applicant shall pay additional Special Facilities charges, which will include Cost-of-Ownership Charges.

14.4 APPLICANT RESPONSIBILITY FOR DISTRIBUTION AND SERVICE LINE EXTENSIONS

- (1) For Distribution Line Extensions, Applicant shall:
 - a. Perform all Excavation and installation of Substructures and Protective Structures;
 - b. Convey ownership to SFPUC of any Substructures and Protective Structures; and
 - c. Convey any land rights to SFPUC for substructures not located within the franchise.

- (2)** For Service Line Extensions, Applicant shall:

 - a.** Provide a route on Applicant’s property for a service lateral;
 - b.** Provide adequate space on Applicant’s property for metering and termination equipment near the Service Delivery Point;
 - c.** Design, install, own, and maintain all service facilities up to the Service Delivery Point;
 - d.** Perform all Excavation and installation of Substructures and Protective Structures;
 - e.** Convey ownership to SFPUC of any Substructures to the extent they are located in the public right-of-way; and
 - f.** Allocate space on Applicant’s property for any necessary pad-mounted Transformer, and/or other equipment necessary for providing electric service.
- (3)** SFPUC may authorize Applicant to use qualified contractors to perform all work on a Distribution or Service Line Extension that is normally the responsibility of SFPUC, provided such work is done in accordance with SFPUC’s specifications. The SFPUC will review, inspect, and approve the final work prior to energization and will only accept work that meets SFPUC standards; any needed repairs/modification will be at Applicant’s expense. Any Applicant installing a Distribution or Service Line Extension shall be subject to the cost allocation specifications laid out in Rule 15.2 below.

14.5 REPLACEMENT OF EXISTING SERVICE LINES

- (1)** Where, for Customer’s convenience, Customer requests that a Service Line be relocated Customer will be required to enter into a new Distribution and Service Line Extension Agreement and will be responsible for all applicable costs for such Service Line relocation.
- (2)** Customer shall not be responsible for the costs to relocate a Service Line where such relocation is for SFPUC’s sole convenience.

14.6 THIRD-PARTY DISTRIBUTION UTILITY RELATIONSHIP

SFPUC will make every effort to work in good faith with the relevant third-party distribution utility to provide Electric Service to Applicant after receiving an Application for Electric Service. SFPUC does not guarantee Electric Service will be provided if the third-party distribution utility causes delays or implements new requirements for providing Electric Service to Applicant. SFPUC is not liable for additional costs incurred by the Applicant due to the third-party distribution utility’s actions.

RULE 15.0 – COST ALLOCATIONS

15.1 TYPES OF COSTS FOR DISTRIBUTION AND SERVICE LINE EXTENSIONS

- (1)** Where Applicant’s Electric Service requires a Distribution Line Extension, the project may involve the following facilities and their associated costs:
 - a.** Standard Electrical Facilities on the SFPUC-owned portion of the Distribution System. Standard Electrical Facilities are those that meet the standards set forth in SFPUC’s Electric Service Guidelines, which can be found in Appendix G of this document, or PG&E Greenbook Standards. In the event of a conflict between the Electric Service Guidelines and PG&E Greenbook Standards, the SFPUC’s Electric Service Guidelines will prevail. Standard Electrical Facilities may include:
 - i.** Disconnect switches, protective devices (such as interrupters), poles, transformers, conductors (cables, wires, and associated runs);
 - ii.** Infrastructure Upgrades to electric distribution facilities;
 - iii.** Substructures Upgrades and/or installations and trenching; and
 - iv.** Service transformers will not be permitted on public right-of-way.
 - b.** Standard Electrical Facilities on a third-party owned Distribution System, which may include new infrastructure and Cost-of-Ownership charges.
 - c.** Special Facilities on the SFPUC-owned Distribution System, which may include infrastructure and Cost-of-Ownership charges. (See Rule 8.1 for more on Special Facilities.)
 - d.** Special Facilities on a third-party owned Distribution System, which may include infrastructure and Cost-of-Ownership charges. (See Rule 8.1 for more on Special Facilities.)
 - e.** Substructures on a third-party owned Distribution System, which may include equipment pads, conduits, vaults, and associated sitework (such as trenching).
- (2)** Where Applicant’s Electric Service requires a Service Line Extension, the project may involve:
 - a.** Electrical Equipment on the SFPUC-owned Distribution System, which may include disconnect switches, protective devices such as interrupters, poles, transformers, conductors, wires, metering enclosures, and service drops;
 - b.** Electrical Equipment on a third-party owned Distribution System, which may include disconnect switches, protective devices such as interrupters, poles, transformers, conductors, wires, metering enclosures, and service drops;
 - c.** Substructures on the SFPUC-owned Distribution System, which may include equipment pads, conduits, vaults, pull-boxes, and associated sitework (such as trenching); and
 - d.** Substructures on a third-party owned Distribution System, which may include equipment pads, conduits, vaults, pull-boxes, and associated sitework (such as trenching).

15.2 ALLOCATION OF COSTS FOR DISTRIBUTION AND SERVICE LINE EXTENSIONS

- (1)** For each of the cost categories listed in Rule 15.1 above, the Applicant or the SFPUC may bear responsibility for the costs. Table IV below details the party responsible for each cost. Cost allocations identified in Table IV reflect current SFPUC policy at the time of issuance of these Rules. The SFPUC reserves the right to change cost allocation policy as needed.

Table IV. Cost Allocations for Customers Connecting to a Third Party-owned Distribution System				
		Demand < = 2500 kVA	Demand > 2500 kVA	
			SFPUC owns Transformer	*Exception: Customer owns Transformer
Primary Infrastructure Cost	Third-party Cost-of-Ownership Charge	SFPUC pays	SFPUC pays	Customer pays
	Substructure	Customers pays	Customers pays	Customers pays
	Standard electrical facilities	General Use Municipal customers pay 100%; all others pay 50% of SFPUC utility Upgrade costs and 100% of third-party utility Upgrade costs	General Use Municipal customers pay 100%; all others pay 50% of SFPUC utility Upgrade costs and 100% of third-party utility Upgrade costs	Customer pays 100%
Ownership of Equipment		SFPUC	SFPUC owns Primary Switchgear	Customer owns Primary Switchgear
Operations/Maintenance Provider		SFPUC at no charge	SFPUC at no charge	Customer
Customer Metered @		Secondary	Secondary	Primary
Customer Rate		Secondary Rate	Secondary Rate	Primary Rate
Secondary Infrastructure (Electrical Infrastructure used to transmit power at secondary voltages)		Customer pays and owns		

* To own a transformer, Customer must certify that they have qualified personnel to maintain and operate the equipment properly at all times during the Customer's ownership of the transformer, through provision of contractor license details, NETA certification, and/or utility experience.

- (2) The SFPUC will inform the Applicant of estimated costs and credits based on detailed estimates from the owner of the third-party distribution system. Applicant may subsequently be required to provide additional funds or may receive additional credits based on actual costs.
- (3) SFPUC will require an Advance Amount that shall include both the Non-Refundable and Refundable Amounts of SFPUC's construction costs. The Applicant must pay SFPUC 50% of the Refundable Amount when applying for residential or commercial Electric Service. All of Applicant's costs will be considered Non-Refundable Amounts and Applicant will not be entitled to any refunds of such costs.

15.3 REFUNDS OF ADVANCE AMOUNT

For Applicants requesting residential or commercial Electric Service, refunds on the Advance Amount will be provided as set forth below:

- (1) The total amount subject to refund is 50% of the Refundable Amount included in Applicant's Advance Amount for a Distribution or Service Line Extension.
- (2) The refund will be applied as a credit on the Applicant's Distribution and Service Line Extension Agreement.
- (3) Should Applicant fail to take residential or commercial Electric Service within twelve months of SFPUC being ready to provide Electric Service, SFPUC may require an additional Advance Amount and payment of Cost-of-Ownership Charges.

15.4 COST-OF-OWNERSHIP CHARGES

- (1) Applicant will be responsible for all Cost-of-Ownership Charges for any portion of the projected Load for the Distribution or Service Line Extension that does not materialize into Permanent Load at the end of twelve months from the date SFPUC completed construction of the Distribution or Service Line Extension.
- (2) Cost-of-Ownership Charges will be based on the Costs of Applicant's Distribution or Service Line Extension.
- (3) Cost-of-Ownership Charges may be accumulated and deducted from any refunds due Applicant.
- (4) Cost-of-Ownership Charges will be monthly, except where SFPUC determines the collection of monthly Cost-of-Ownership charges is not practicable. In such cases, SFPUC may instead require Applicant to make a one-time payment equivalent to the present value of ongoing monthly Cost-of-Ownership charges.

RULE 16.0 – GENERATING FACILITY INTERCONNECTIONS

16.1 AUTHORIZATION TO OPERATE

- (1)** Producer may not interconnect a Generating Facility to a third-party owned Distribution System or Service Lines or engage in Parallel Operation without an interconnection agreement.
- (2)** Producer must submit a Generator Interconnection request to SFPUC. After receipt of the Generator Interconnection request, SFPUC will work with the third-party that owns the Distribution System to determine the necessary actions to allow interconnection.
 - a.** If a System Impact Study is needed, SFPUC will notify Applicant and provide Applicant with a cost estimate for the System Impact Study.
 - b.** Applicant is responsible for all associated costs and fees related to the System Impact Study.
- (3)** If an Upgrade of the Distribution System is required to reliably interconnect the Generating Facility, SFPUC will notify Applicant and provide Applicant with a cost estimate and an approximate schedule to complete this Upgrade work. Applicant is responsible for all associated costs and fees in accordance with the Rate Schedule.
- (4)** Producer must obtain a permit from SFDBI, and SFPUC may perform a system inspection before connecting the Generating Facility to the Distribution System to operate.

SECTION V – ADDITIONAL SERVICE CHARACTERISTICS FOR NEW MASTER-PLANNED DEVELOPMENTS

RULE 17.0 – MASTER ELECTRICAL INFRASTRUCTURE PLAN FOR NEW MASTER-PLANNED DEVELOPMENTS

17.1 NEED FOR A MASTER ELECTRICAL INFRASTRUCTURE PLAN

Before agreeing to provide Electric Service to a new Master-planned Development, Developer shall submit to SFPUC a Master Electrical Infrastructure Plan (MEIP).

17.2 REQUIREMENTS OF THE MASTER ELECTRICAL INFRASTRUCTURE PLAN

The MEIP shall contain the following information:

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

17.3 SFPUC USE OF THE MASTER ELECTRICAL INFRASTRUCTURE PLAN

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

17.4 JOINT TRENCHES

- (1)** New Distribution Lines in the public right away are permitted subject to the following:
 - a.** The joint trench only has “dry” utilities in it (i.e., gas, electric, telecom, cable, communications, fiber) with the applicable CPUC General Order 128 requirements for physical separation all around SFPUC's conduits.
 - b.** The joint trench is located within a public right-of-way that has been or will be offered to the City for dedication and thus Public Works has or will have in the future jurisdiction of the joint trench.
- (2)** Outside of the public right-of-way, Developers must install a dedicated trench for new Distribution or Service Lines. Developers must also provide appropriate easements as determined by and at no cost to the City.

RULE 18.0 – DISTRIBUTION AND SERVICE LINE EXTENSIONS AND REPLACEMENTS

18.1 DISTRIBUTION AND SERVICE LINE EXTENSIONS FOR NEW MASTER-PLANNED DEVELOPMENTS

- (1)** Developer's responsibility for Distribution and Service Line Extensions commences with the approval of the MEIP and the issuance of any construction permits.
- (2)** Developer shall protect live electrical equipment with surface improvements prior to the energization of the equipment by SFPUC.
- (3)** Developer will be responsible for all costs associated with the repair and replacement of equipment and/or infrastructure that is damaged before it is accepted by the SFPUC as being complete for purposes of the City's issuance of Notice of Completion.
- (4)** Developer shall provide SFPUC with continuous access to its property for maintenance and operation of all Distribution and Service Line Extensions installed by or vested in SFPUC.
- (5)** SFPUC will not accept ownership of any Distribution or Service Line Extension on any unaccepted public right-of-way until the Board of Supervisors had accepted the public right-of-way from Developer.
- (6)** SFPUC may agree to energize electrical service prior to formal acceptance of public right-of-way from the Board of Supervisors. Such consent will only be granted if the Developer provides SFPUC an Easement or license without cost to SFPUC that provides SFPUC with the same access to the Distribution or Service Line Extension for maintenance and operation that SFPUC would have to a Distribution or Service Line Extension in a public right-of-way.
- (7)** Developer shall secure all needed permits and obtain all required electrical inspections and approvals for the facilities or any other part of a Distribution or Service Line Extensions installed by Developer.
- (8)** Developer shall provide accurate information to SFPUC regarding development and construction schedules as needed or as requested by SFPUC. In addition, Developer shall provide updated development and construction schedules to SFPUC as they become available.
- (9)** New Distribution Lines in the public right-of-way are permitted subject to the following:
 - a.** The joint trench only has "dry" utilities in it (i.e., gas, electric, telecom, cable, communications, fiber) with the applicable CPUC General Order 128 requirements for physical separation all around SFPUC's conduits.
 - b.** The joint trench is located within a public right-of-way that has been or will be offered to the City for dedication and thus Public Works has or will have in the future jurisdiction of the joint trench.

- (10)** Outside of the public right-of-way, Developers must install a dedicated trench for new Distribution or Service Lines. Developers must also provide appropriate easements as determined by and at no cost to the City.
- (11)** With approval of SFPUC, Developer may construct any Distribution or Service Line Extension required in its Development under the following conditions:
- a.** Applicant must provide contractor's quote to SFPUC prior to commencing work. Actual costs cannot exceed 10% of quote without approval from SFPUC.
 - b.** All designs must be in accordance with these Rules and all applicable codes, ordinances, standards, and requirements. Developer must submit such designs to SFPUC in advance for review, comment, and approval.
 - c.** All work must be performed by licensed contractors and in compliance with these Rules and all applicable codes, ordinances, standards, and requirements, and in accordance with any approved plans.
 - d.** All completed work will be subject to inspection by SFPUC and must be approved by SFPUC pursuant to an agreed-to inspection schedule.
 - e.** Developer shall maintain and submit up-to-date as built plans of each Distribution and Service Line Extension that it constructs and provide a copy to SFPUC each time the plans are updated or upon request of SFPUC.
- (12)** Developer shall submit final as-built drawings including, at minimum, single-line diagrams, circuit maps or facility maps, constructions details (substructure), equipment specifications, and O&M manuals prior to turning over any facilities to SFPUC.
- (13)** If Developer meets the requirements of San Francisco Administrative Code Section 99.5, SFPUC may contract directly with Developer to install the SFPUC's Electrical Infrastructure at their Development projects.
- (14)** Developers may access the Allowance Option as described in Rule 12 for refunds on the Advance Amount for commercial electric service in circumstances in which their Electric Service Agreement specifies this as an option.
- a.** The total amount subject to refund is the Refundable Amount of Applicant's Advance Amount for a Distribution or Service Line Extension.
 - b.** The Commercial Allowance will apply to meters that are connected to the installed Distribution or Service Line Extension and become Permanent Load within ten years after the completed construction of the Distribution or Service Line Extension and energization of the facility for permanent service.
 - c.** The Commercial Allowance will first be applied to the Refundable Amount of Applicant's Advance Amount for any Service Line Extensions. Any excess Commercial Allowance on the Service Line Extensions will then be applied to the Refundable Amount of Applicant's Advance Amount for any Distribution Line Extensions.
 - d.** Refunds based on the Commercial Allowance will be paid twelve months after the SFPUC commences Electric Service to Applicant's Permanent Load. Refunds

will be calculated based on how many accounts are established within twelve months of the SFPUC providing Electric Service.

- e. Should Applicant fail to take commercial Electric Service within twelve months of SFPUC being ready to provide Electric Service, SFPUC may require an additional Advance Amount and payment of Cost-of-Ownership Charges.

18.2 DISTRIBUTION SYSTEM UPGRADES

- (1) For Electric Service to new Master-planned Developments served through a Wholesale Distribution Tariff (WDT), the third-party distribution utility may determine that a System Impact Study is needed to assess capacity that is available to supply the new Load.
- (2) Following a System Impact Study, if the third-party distribution utility determines that an Upgrade of the third-party's Distribution System is required, SFPUC will notify Applicant and provide Applicant with a cost estimate.
- (3) Upon entering into appropriate agreements with Applicant, SFPUC or the third-party distribution utility will design and engineer the required Upgrades.
- (4) Applicant will pay for the third party's Distribution System Upgrades. These costs are subject to refund to the Applicant by the SFPUC when Permanent Load is established in the new Development. The refund will be proportional to the percentage of Permanent Load established as compared to projected Load in the System Impact Study.

SECTION VI – BILLING AND RATES

RULE 19.0 – RATES

19.1 GENERAL INFORMATION

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

19.2 DETERMINING RATES FOR NEW CUSTOMERS

- (1)** SFPUC will assign new Customer a rate based on the class of Electric Service requested in the Application.
- (2)** Where the applicable rate for new Customer cannot be determined, SFPUC may assign new Customer a temporary rate until Electric Service qualification parameters for the applicable rate are met.
- (3)** SFPUC may use historical Energy Consumption data at the premises or Customer's Energy Consumption at its previous location to assign a temporary rate if (a) a new Customer is occupying premises used by an existing SFPUC Customer, or (b) an existing SFPUC Customer is moving to a different location.
- (4)** Should Customer qualify for more than one rate, Customer may request SFPUC's assistance to select the appropriate rate. In the absence of a request, SFPUC shall assign Customer the applicable rate based on available information.

19.3 REASSESSMENT OF APPLICABLE RATE

- (1)** Once in every twelve-month period, Customer may request that SFPUC reassess Customer's qualification for a particular rate.
- (2)** SFPUC may waive the twelve-month requirement set forth above under the following circumstances:
 - a.** The Commission has approved a new rate that applies to Customer; or
 - b.** Customer's operating conditions have changed sufficiently to warrant a change in the applicable rate.
- (3)** SFPUC may refuse to reassess Customer's rate where Customer and SFPUC have entered into an Electric Service Agreement that established a specific rate, unless the agreement specifies the terms and conditions for SFPUC to reassess the applicable rate.
- (4)** Changes to Customer's rate will take effect on the first day of the next Billing Period after approval of Customer's request to change the rate unless:
 - a.** A newly approved rate in the Rate Schedule states otherwise;
 - b.** An agreement between SFPUC and Customer states otherwise;
 - c.** Changes to SFPUC's Service Lines or Customer's Premises Wiring are required for Customer to change its rate; or

- d. Any metering equipment required for the change in rate has not been installed. In those cases, the change in rate will take effect on the first date of the next billing period after SFPUC determines that the necessary equipment has been installed.

19.4 SPECIAL RATES AND WAIVERS

- (1) SFPUC may use promotions and/or incentives as part of its Customer acquisition strategy. These promotions and/or incentives may include but are not limited to reduced rates (on either a temporary or permanent basis), defrayment of costs for necessary Distribution Line or Service Lines Extensions, waiving charges, and/or other incentives or activities that SFPUC deems appropriate, so long as the use of the promotion or incentive would be beneficial to SFPUC and its other Customers.
- (2) SFPUC may offer low-income or other special rates as approved by the Commission or otherwise allowed under SFPUC rate policies.
- (3) SFPUC offers additional Rate Schedules for Producers installing a renewable Generating Facility. Producers should review SFPUC's Net Energy Metering Schedule (NEM) and Shared Renewable Energy Arrangement (ShaRE), as well as PG&E's NEM-CCSF tariff.
- (4) SFPUC may offer special rates for Customers directly interconnected to SFPUC-owned transmission facilities.

RULE 20.0 – DEPOSITS

20.1 DEPOSIT REQUIREMENTS

- (1)** SFPUC requires a new Customer to post a deposit in order to obtain Electric Service where Customer fails to:
 - a.** Establish a satisfactory credit history;
 - b.** Otherwise establish credit to SFPUC's satisfaction; or
 - c.** Provide SFPUC with a satisfactory guarantor to secure payment of SFPUC Bills.
- (2)** SFPUC requires an existing Customer to post a deposit to continue to obtain Electric Service if:
 - a.** Customer fails to pay a Bill for Electric Services rendered; or
 - b.** There have been material changes in either Customer's conditions of Electric Service or the basis on which SFPUC originally extended credit.

20.2 DEPOSIT AMOUNTS

- (1)** Deposits for Electric Service will be equivalent to two-month's average Electric Service charges.
- (2)** Upon Customer's request, SFPUC will review the amount of Customer's deposit used to establish credit.

20.3 PAYMENT OF DEPOSITS

- (1)** Deposit methods shall be the same as acceptable payment methods contained in Rule 22.3.
- (2)** If SFPUC requires a deposit to restore Electric Service after SFPUC has discontinued service for nonpayment of charges, SFPUC will add the deposit to Customer's next regular monthly Bill. Customer must pay the full amount of the deposit by the due date for Electric Service to continue.

20.4 RETENTION AND REFUNDS OF DEPOSITS

- (1)** SFPUC will retain Customer's deposit for a minimum of twelve months, subject to the condition listed in #4 below.
- (2)** SFPUC reserves the right to retain a deposit for longer than twelve months if SFPUC determines such deposit is required to continue to secure payment for Electric Service. In such cases, SFPUC may retain the deposit until SFPUC, in its sole discretion, determines that the deposit is no longer necessary to secure payment of SFPUC Bills.
- (3)** SFPUC will pay interest on deposits at the rate recommended by SFPUC's Business Services.
- (4)** SFPUC will refund Customer's deposit when one of the following has occurred:
 - a.** Customer has timely paid all SFPUC Electric Bills for twelve months, consecutive.

- b.** SFPUC has otherwise determined that Customer has established good credit, so a deposit is no longer required.
 - c.** Electric Service has been discontinued and Customer has paid all outstanding Bills.
- (5)** Where a refund of a deposit is due to Customer, SFPUC will first apply the refunded deposit to any amounts due to SFPUC and will advise Customer of such refund in the Bill.
- (6)** In the event of Electric Service discontinuation, SFPUC will first apply the refund to any amounts due SFPUC for services rendered before issuing a check payable to Customer for any remaining amounts.

RULE 21.0 – BILLS

21.1 ELECTRIC SERVICE BILLING PERIODS

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

- (1) Customers receiving Electric Service for ten days or less in their initial Billing Period will have the charges for their Energy Consumption during this period added to their first Bill.
- (2) Customers terminating Electric Service will receive a closing Bill for a Billing Period consisting of the time period from the last regular monthly Billing Date to the date Customer's account is closed.

21.2 ESTIMATED BILLS FOR ELECTRIC SERVICE

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

21.3 PRORATED ELECTRIC BILLS

- (1) Where the Billing Period is less than 25 days or more than 35 days, the Bill may be prorated.
- (2) Monthly charges will be prorated based on the proportion of days in the Billing Period relative to an average month. Energy charges, where possible, will be based on actual meter reads for the period but, in cases where a read is unavailable, estimated Consumption will be based on average daily Consumption.
- (3) Applicable taxes, one-time charges, and other fees are not subject to proration. They will be computed and added to the final total.

21.4 ALTERNATIVE METERING FOR BILLING PURPOSES

- (1) For billing purposes, each meter on Customer's premises will be considered separately. Readings of two or more meters will not be combined as equivalent to

- measurement of one meter except as may be authorized by SFPUC, such as when a PV Generation System is present.
- (2)** Customers may not use Subtractive Metering to calculate charges for other Energy users without SFPUC's prior approval in writing and upon a showing that no feasible or prudent alternative exists. (See Rule 6.10(2) above.)

RULE 22.0 – PAYMENT OF BILLS

22.1 PAYMENT FOR CHARGES OWED

- (1)** Customer is responsible for payment of all charges for Electric Service provided and for all services performed by SFPUC to supply Electric Service.
- (2)** Where Applicant has applied for a new Electric Service, or modified an existing Electric Service, SFPUC will send Bills to the Person(s) identified to receive the Bills in the Application for Electric Service.
- (3)** Where Customer is taking over an existing Electric Service, SFPUC will send Bills to the Person(s) identified to receive the Bill in the request for Electric Service.
- (4)** Where Customer has identified two or more Persons as the Persons to receive the Bill, they will be jointly and severally liable for payment of the Bill.

22.2 PAYMENT DUE DATES AND PENALTY FOR LATE PAYMENT

- (1)** Bills presented by SFPUC are payable on the due date set forth therein. Bills are past due if SFPUC does not receive payment in full by the due date.
- (2)** In the event that Customer does not pay its Bill by the due date, SFPUC may impose a late payment penalty in accordance with the Rate Schedule.

22.3 FORM OF PAYMENT

- (1)** Customer may make payment to SFPUC with cash, check, money order, certified check, or credit card. Electronic funds transfers and debit card payments may also be available. However, SFPUC will not accept credit card payments from Customer after SFPUC has issued a notice of discontinuance for nonpayment of Electric Bills.
- (2)** Checks remitted by Customer in payment of Bills are conditionally accepted and subject to verification of funds. Customer whose check has been refused for payment by Customer's financial institution will be assessed a return check charge in accordance with the Rate Schedule.
- (3)** SFPUC may require Customer to submit payment in cash or certified check if SFPUC determines that Customer's payment record is unsatisfactory.

22.4 UNDERPAYMENT

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

22.5 AMORTIZATION AGREEMENTS

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

RULE 23.0 – INCORRECT BILLS AND ADJUSTMENTS

23.1 GENERAL

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

23.2 BILL REVIEW PROCEDURE

- (1) To dispute the correctness of a Bill, Customer must notify SFPUC in writing as soon as practicable. Customer shall include in the notice of dispute an explanation of the dispute.
- (2) Customer that has disputed a Bill must pay any undisputed portion of the Bill. In addition, any subsequent undisputed Bill will be payable upon presentation.
- (3) SFPUC will investigate Customer's disputed Bill and respond promptly in accordance with this section. In order to review the dispute, SFPUC may request that Customer provide copies of payment receipts, other proof of payment, or other information related to Customer's Energy Consumption.
- (4) After review, SFPUC will determine whether the disputed Bill is correct or incorrect and provide Customer with an explanation of the reasons for SFPUC's determination.
- (5) If SFPUC determines that Customer is owed a refund, SFPUC will credit the amount due Customer on Customers' next Bill.
- (6) If SFPUC determines that the Bill is correct, or that some other amount is due SFPUC, SFPUC shall advise Customer (a) whether SFPUC will agree to an amortization period to pay any unpaid balance; or (b) the date when Customer must pay the unpaid balance of the Bill in full.
- (7) If Customer agrees with SFPUC's determination but fails to enter into an Amortization Agreement or timely pay the amount due, SFPUC may discontinue Customer's Electric Service.
- (8) If Customer disagrees with SFPUC's determination, Customer may appeal the determination to the Commission. If Customer does not file an appeal, SFPUC may discontinue Customer's Electric Service if Customer fails to pay the amount SFPUC has determined is due.
- (9) If Customer appeals SFPUC's determination to the Commission, SFPUC will not discontinue Customer's Electric Service while the appeal is pending. Once the Commission issues a decision regarding Customer's appeal, SFPUC may discontinue

the Electric Service if Customer fails to pay any amount the Commission has determined is due.

23.3 OVERBILLINGS

- (1) SFPUC will correct an overbilling error for the actual time period of the overbilling up to a maximum of three years from the date the error was determined to have started or, if the start date cannot be accurately determined, the date Customer or SFPUC reported the error to the other.
- (2) When SFPUC has determined that there has been an overbilling error, Customer may choose to take an account credit for the overbilling or obtain a refund from SFPUC.

23.4 UNDERBILLING

- (1) If SFPUC has undercharged a Residential Customer due to a billing error, SFPUC may bill Customer for such undercharges for a maximum of three months from the date the error was determined to have started or, if the start date cannot be accurately determined, the date Customer or SFPUC reported the error to the other.
- (2) If SFPUC has undercharged a Commercial Customer due to a billing error, SFPUC may bill Customer for such undercharges for a maximum of three years from the date the error was determined to have started or, if the start date cannot be accurately determined, the date Customer or SFPUC reported the error to the other.
- (3) Adjustments for underbilling will be included in the first Bill issued to Customer after the underbilling has been discovered. While that amount will be due and owing on presentment, at Customer's request SFPUC will amortize the amount of the underbilling over a similar period-of-time for which the underbilling occurred.

23.5 INTEREST

- (1) SFPUC may charge Customer interest on amounts owed for nonpayment of Bills.
- (2) SFPUC will not pay interest on refunds for overbillings or charge Customer interest on charges for underbillings.

23.6 CLOSED ACCOUNTS

- (1) Closed accounts with a credit balance less than \$5.00 will not be refunded to Customer unless specifically requested by Customer.
- (2) Closed accounts with a debit balance of less than \$5.00 will not be pursued for collection.

23.7 ELECTRIC METER INACCURACY

- (1) Any Customer that has reason to believe a meter is inaccurate may request that SFPUC test the meter. If meter is within the $\pm 2\%$ accuracy limit, no further action is required.

- (2)** Should SFPUC determine during a test that a meter is inaccurate, the following shall occur:
- a.** If the meter is found to be more than two percent fast, SFPUC will refund to Customer the overcharges based on the corrected meter readings. The refund period will not exceed six months unless the date the error began can be accurately determined. If the date the error began can be determined, the refund period will begin on the occurrence date for a maximum of three years.
 - b.** If SFPUC finds that a Commercial Customer's meter is more than two percent slow, SFPUC may include in Customer's next Bill a charge for Energy estimated to have been consumed but not previously billed to Customer. This charge will not exceed three months unless the date of error can be accurately determined. If the date the error began can be determined, SFPUC may charge Customer back to the date of the occurrence for a maximum of three years.
 - c.** Any Bill including additional charges to account for an inaccurate meter will be due and owing on presentment. At Customer's request, SFPUC will amortize the amount due over a period-of-time similar to the period over which Customer has incurred additional charges.

APPENDICES

Appendices can be found at <https://sfpuc.org/hetchydevelopers>.

Please note that these appendices are subject to change and will be updated as needed. The SFPUC will honor guidelines and requirements that were in effect at the time Applicant submits an Application for Electric Service, even if such guidelines and requirements were subsequently updated, except for code, safety, and legal updates as required.

APPENDIX A. FORM APPLICATION FOR ELECTRIC SERVICE

APPENDIX B. SPECIFIED COSTS AND CHARGES

APPENDIX C. DISTRIBUTION AND SERVICE LINE EXTENSION AGREEMENT

APPENDIX D. FORM ELECTRIC SERVICE AGREEMENT

APPENDIX E. AUTHORIZATION TO PROVIDE CUSTOMER INFORMATION TO THIRD PARTY

APPENDIX F. INTERCONNECTION, METERING, AND OPERATING REQUIREMENTS FOR
GENERATING FACILITIES CONNECTED TO SFPUC DISTRIBUTION

APPENDIX G. ELECTRIC SERVICE GUIDELINES