

**Amendment 1:
Oversight of SFPUC's
Capital Improvement Program (CIP)
(Sec. 6.09)**

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

- A. Established Level of Service Goals and Objectives. In approving the WSIP, the Commission adopted Level of Service Goals and Objectives that are, in part, used to develop capital programs related to water, including the 10-Year Capital Improvement Program for the Regional Water System ("10-Year CIP"). BAWSCA and the Wholesale Customers shall have the opportunity to review and provide written or oral comments on any changes to the Level of Service Goals and Objectives that may be submitted to the Commission for approval.
- B. Submittal of an Asset Management Policy. Prior to December 31, 2020, the SFPUC shall develop and submit to the Commission for approval an Asset Management Policy applicable to the Regional Water System.
- C. Coordination of 10-Year CIP and SFPUC Budget Meetings. The Commission annually reviews, updates, and adopts a 10-Year CIP pursuant to Section 8B.123 of the San Francisco Charter. At two-year intervals, the Commission holds two budget meetings concerning the 10-Year CIP. Over the course of the two budget meetings, the SFPUC reviews its budget priorities, potential changes to projects in the previously adopted 10-Year CIP, and the potential financial implications of such changes. In the event that Charter amendments are placed on the ballot that could alter or amend the City's budget preparation and adoption efforts, BAWSCA shall be notified in advance of any proposed change that could result in a less robust CIP development effort, and BAWSCA and the SFPUC shall meet to consider BAWSCA's comments on maintaining a robust CIP development effort.
- D. Mid-cycle Changes to the 10-Year CIP. The SFPUC shall include within the Water Enterprise Capital Improvement Program Quarterly Projects Reports that it provides to the Commission ("CIP Quarterly Projects Reports") discussion of any material changes proposed to projects that are included in the most recently adopted 10-Year CIP. The SFPUC defines a material change as a change that applies to a CIP project whose approved CIP budget is equal to or greater than \$5,000,000 that results in one or more of the following:

1. Increases the cost of the CIP project by more than 10%.
2. Increases the schedule of the CIP project by extending said schedule by 12 calendar months or greater.
3. Affects the SFPUC's ability to meet the Level of Service Goals and Objectives.

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

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

F. Contents of Draft 10-Year CIP – Projects in Years One and Two of 10-Year Schedule.

The SFPUC's CIP projects generally fall into three categories: defined projects, placeholder concepts that could become projects, and programmatic spending for expenses likely to be made but for which there is no schedule. Projects in the near-term years of the 10-Year CIP have more definition than those in the outer years, and as a result more detailed information is available for them. For each project listed that has significant expected expenditures identified in the first two years of the 10-Year CIP, the draft 10-Year CIP made available to BAWSCA and the Wholesale Customers shall include the following elements:

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

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

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

6. Total project budget estimate.

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

1. A discussion of any changes to projects in the previously adopted 10-Year CIP, the reasons for such changes, any impact of the proposed changes on the SFPUC's ability to achieve the Level of Service Goals and Objectives, and the SFPUC's proposal for meeting the specific Level of Service Goals and Objectives in question.
2. A discussion of factors that have influenced the 10-Year CIP budget or identified projects, or have the potential to influence the overall budget or the number, cost and scale of identified projects, such as rate increase considerations, local rate setting policies, etc.
3. A discussion of how the CIP will be staffed.
4. A cash flow estimate for each project included as part of the first five years of the 10-Year CIP that considers historical spending and changes in the amount of work to be done.
5. Project spreadsheets that separate new projects from existing projects.
6. A summary roll-up for Regional costs, including all programmatic costs budgeted in the 10-Year CIP.

I. Quarterly Reporting and Meetings.

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

adopting a revised project schedule. In each fourth quarter of the fiscal year CIP Quarterly Projects Report, the SFPUC will also address the status of Regional projects in the 10-Year CIP that have an estimated cost of less than \$5 million, noting any such projects that are behind schedule and describing the SFPUC's plan and timeline for either making up the delay or adopting a revised project schedule.

2. Quarterly Meetings. If requested by BAWSCA, the SFPUC shall hold quarterly meetings with BAWSCA to review each CIP Quarterly Projects Report, during which the SFPUC shall present information and detail about the individual projects and overall implementation of the 10-Year CIP, as well as the need for re-prioritization and/or the proposal of new candidate projects for consideration as part of the next update of the 10-Year CIP. As part of the meeting held in each fourth quarter of the fiscal year, the SFPUC shall provide additional information and detail regarding the CIP development schedule and associated coordination proposed with BAWSCA.

**Amendment 2:
Tier 1 Drought Allocataion Plan
(Attachment H; Sec. 2.1)**

ATTACHMENT H

WATER SHORTAGE ALLOCATION PLAN

This Interim Water Shortage Allocation Plan ("Plan") describes the method for allocating water between the San Francisco Public Utilities Commission ("SFPUC") and the Wholesale Customers collectively during shortages caused by drought. The Plan implements a method for allocating water among the individual Wholesale Customers which has been adopted by the Wholesale Customers. The Plan includes provisions for transfers, banking, and excess use charges. The Plan applies only when the SFPUC determines that a system-wide water shortage due to drought exists, and all references to "shortages" and "water shortages" are to be so understood. This Plan was adopted pursuant to Section 7.03(a) of the 1984 Settlement Agreement and Master Water Sales Contract and has been updated to correspond to the terminology used in the June 2009 Water Supply Agreement between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County and Santa Clara County ("Agreement").

SECTION 1. SHORTAGE CONDITIONS

1.1. Projected Available SFPUC Water Supply. The SFPUC shall make an annual determination as to whether or not a shortage condition exists. The determination of projected available water supply shall consider, among other things, stored water, projected runoff, water acquired by the SFPUC from non-SFPUC sources, inactive storage, reservoir losses, allowance for carryover storage, and water bank balances, if any, described in Section 3.

1.2 Projected SFPUC Purchases. The SFPUC will utilize purchase data, including volumes of water purchased by the Wholesale Customers and by Retail Customers (as those terms are used in the Agreement) in the year immediately prior to the drought, along with other available relevant information, as a basis for determining projected system-wide water purchases from the SFPUC for the upcoming year.

1.3. Shortage Conditions. The SFPUC will compare the available water supply (Section 1.1) with projected system-wide water purchases (Section 1.2). A shortage condition exists if the SFPUC determines that the projected available water supply is less than projected system-wide water purchases in the upcoming Supply Year (defined as the period from July 1 through June 30). When a shortage condition exists, SFPUC will determine whether voluntary or mandatory actions will be required to reduce purchases of SFPUC water to required levels.

1.3.1 Voluntary Response. If the SFPUC determines that voluntary actions will be sufficient to accomplish the necessary reduction in water use throughout its service area, the SFPUC and the Wholesale Customers will make good faith efforts to reduce their water purchases to stay within their annual shortage allocations and associated monthly water use budgets. The SFPUC will not impose excess use charges during periods of voluntary rationing, but may suspend the

prospective accumulation of water bank credits, or impose a ceiling on further accumulation of bank credits, consistent with Section 3.2.1 of this Plan.

1.3.2 Mandatory Response. If the SFPUC determines that mandatory actions will be required to accomplish the necessary reduction in water use in the SFPUC service area, the SFPUC may implement excess use charges as set forth in Section 4 of this Plan.

1.4. Period of Shortage. A shortage period commences when the SFPUC determines that a water shortage exists, as set forth in a declaration of water shortage emergency issued by the SFPUC pursuant to California Water Code Sections 350 et seq. Termination of the water shortage emergency will be declared by resolution of the SFPUC.

SECTION 2. SHORTAGE ALLOCATIONS

2.1. Annual Allocations between the SFPUC and the Wholesale Customers. The annual water supply available during shortages will be allocated between the SFPUC and the collective Wholesale Customers as follows:

Level of System Wide Reduction in Water Use Required	Share of Available Water	
	SFPUC Share	Wholesale Customers Share
5% or less	35.5%	64.5%
6% through 10%	36.0%	64.0%
11% through 15%	37.0%	63.0%
16% through 20%	37.5%	62.5%

The water allocated to the SFPUC shall correspond to the total allocation for all Retail ~~Customers.~~

Customers. In the event that the SFPUC share of the available water supply in the above table results in Retail Customers having a positive allocation (i.e., a supply of additional water rather than a required percentage reduction in water use), the SFPUC's percentage share of the available water supply in the table shall be reduced to eliminate any positive allocation to Retail Customers, with a corresponding increase in the percentage share of the available water supply allocated to the Wholesale Customers. For any level of required reduction in system-wide water use during shortages, the SFPUC shall require Retail Customers to conserve a minimum of 5%, with any resulting reallocated supply credited to storage for inclusion in calculation of projected available water SFPUC water supply in a subsequent year (Section 1.1).

The parties agree to reevaluate the percentages of the available water supply allocated to Retail and Wholesale Customers by May 1, 2028.

2.2 Annual Allocations among the Wholesale Customers. The annual water supply allocated to the Wholesale Customers collectively during system wide shortages of 20 percent or less will

be apportioned among them based on a methodology adopted by all of the Wholesale Customers, as described in Section 3.11(C) of the Agreement. In any year for which the methodology must be applied, the Bay Area Water Supply and Conservation Agency ("BAWSCA") will calculate each Wholesale Customer's individual percentage share of the amount of water allocated to the Wholesale Customers collectively pursuant to Section 2.1. Following the declaration or reconfirmation of a water shortage emergency by the SFPUC, BAWSCA will deliver to the SFPUC General Manager a list, signed by the President of BAWSCA's Board of Directors and its General Manager, showing each Wholesale Customer together with its percentage share and stating that the list has been prepared in accordance with the methodology adopted by the Wholesale Customers. The SFPUC shall allocate water to each Wholesale Customer, as specified in the list. The shortage allocations so established may be transferred as provided in Section 2.5 of this Plan. If BAWSCA or all Wholesale Customers do not provide the SFPUC with individual allocations, the SFPUC may make a final allocation decision after first meeting and discussing allocations with BAWSCA and the Wholesale Customers.

The methodology adopted by the Wholesale Customers utilizes the rolling average of each individual Wholesale Customer's purchases from the SFPUC during the three immediately preceding Supply Years. The SFPUC agrees to provide BAWSCA by November 1 of each year a list showing the amount of water purchased by each Wholesale Customer during the immediately preceding Supply Year. The list will be prepared using Customer Service Bureau report MGT440 (or comparable official record in use at the time), adjusted as required for any reporting errors or omissions, and will be transmitted by the SFPUC General Manager or his designee.

2.3. Limited Applicability of Plan to System Wide Shortages Greater Than Twenty Percent. The allocations of water between the SFPUC and the Wholesale Customers collectively, provided for in Section 2.1, apply only to shortages of 20 percent or less. The SFPUC and Wholesale Customers recognize the possibility of a drought occurring which could create system-wide shortages greater than 20 percent despite actions taken by the SFPUC aimed at reducing the probability and severity of water shortages in the SFPUC service area. If the SFPUC determines that a system wide water shortage greater than 20 percent exists, the SFPUC and the Wholesale Customers agree to meet within 10 days and discuss whether a change is required to the allocation set forth in Section 2.1 in order to mitigate undue hardships that might otherwise be experienced by individual Wholesale Customers or Retail Customers. Following these discussions, the Tier 1 water allocations set forth in Section 2.1 of this Plan, or a modified version thereof, may be adopted by mutual written consent of the SFPUC and the Wholesale Customers. If the SFPUC and Wholesale Customers meet and cannot agree on an appropriate Tier 1 allocation within 30 days of the SFPUC's determination of water shortage greater than 20 percent, then (1) the provisions of Section 3.11(C) of the Agreement will apply, unless (2) all of the Wholesale Customers direct in writing that a Tier 2 allocation methodology agreed to by them be used to apportion the water to be made available to the Wholesale Customers collectively, in lieu of the provisions of Section 3.11(C).

The provisions of this Plan relating to transfers (in Section 2.5), banking (in Section 3), and excess use charges (in Section 4) shall continue to apply during system-wide shortages greater than 20 percent.

2.4. Monthly Water Budgets. Within 10 days after adopting a declaration of water shortage emergency, the SFPUC will determine the amount of Tier 1 water allocated to the Wholesale Customers collectively pursuant to Section 2.1. The SFPUC General Manager, using the Tier 2 allocation percentages shown on the list delivered by BAWSCA pursuant to Section 2.2, will calculate each Wholesale Customer's individual annual allocation. The SFPUC General Manager, or his designee, will then provide each Wholesale Customer with a proposed schedule of monthly water budgets based on the pattern of monthly water purchases during the Supply Year immediately preceding the declaration of shortage (the "Default Schedule"). Each Wholesale Customer may, within two weeks of receiving its Default Schedule, provide the SFPUC with an alternative monthly water budget that reschedules its annual Tier 2 shortage allocation over the course of the succeeding Supply Year. If a Wholesale Customer does not deliver an alternative monthly water budget to the SFPUC within two weeks of its receipt of the Default Schedule, then its monthly budget for the ensuing Supply Year shall be the Default Schedule proposed by the SFPUC.

Monthly Wholesale Customer water budgets will be derived from annual Tier 2 allocations for purposes of accounting for excess use. Monthly Wholesale Customer water budgets shall be adjusted during the year to account for transfers of shortage allocation under Section 2.5 and transfers of banked water under Section 3.4.

2.5. Transfers of Shortage Allocations. Voluntary transfers of shortage allocations between the SFPUC and any Wholesale Customers, and between any Wholesale Customers, will be permitted using the same procedure as that for transfers of banked water set forth in Section 3.4. The SFPUC and BAWSCA shall be notified of each transfer. Transfers of shortage allocations shall be deemed to be an emergency transfer and shall become effective on the third business day after notice of the transfer has been delivered to the SFPUC. Transfers of shortage allocations shall be in compliance with Section 3.05 of the Agreement. The transferring parties will meet with the SFPUC, if requested, to discuss any effect the transfer may have on its operations.

SECTION 3. SHORTAGE WATER BANKING

3.1. Water Bank Accounts. The SFPUC shall create a water bank account for itself and each Wholesale Customer during shortages in conjunction with its resale customer billing process. Bank accounts will account for amounts of water that are either saved or used in excess of the shortage allocation for each agency; the accounts are not used for tracking billings and payments. When a shortage period is in effect (as defined in Section 1.4), the following provisions for bank credits, debits, and transfers shall be in force. A statement of bank balance for each Wholesale Customer will be included with the SFPUC's monthly water bills.

3.2. Bank Account Credits. Each month, monthly purchases will be compared to the monthly budget for that month. Any unused shortage allocation by an agency will be credited to that agency's water bank account. Credits will accumulate during the entire shortage period, subject to potential restrictions imposed pursuant to Section 3.2.1. Credits remaining at the end of the shortage period will be zeroed out; no financial or other credit shall be granted for banked water.

3.2.1. Maximum Balances. The SFPUC may suspend the prospective accumulation of credits in all accounts. Alternatively, the SFPUC may impose a ceiling on further accumulation of credits in water bank balances based on a uniform ratio of the bank balance to the annual water allocation. In making a decision to suspend the prospective accumulation of water bank credits, the SFPUC shall consider the available water supply as set forth in Section 1.1 of this Plan and other reasonable, relevant factors.

3.3. Account Debits. Each month, monthly purchases will be compared to the budget for that month. Purchases in excess of monthly budgets will be debited against an agency's water bank account. Bank debits remaining at the end of the fiscal year will be subject to excess use charges (see Section 4).

3.4. Transfers of Banked Water. In addition to the transfers of shortage allocations provided for in Section 2.5, voluntary transfers of banked water will also be permitted between the SFPUC and any Wholesale Customer, and among the Wholesale Customers. The volume of transferred water will be credited to the transferee's water bank account and debited against the transferor's water bank account. The transferring parties must notify the SFPUC and BAWSCA of each transfer in writing (so that adjustments can be made to bank accounts), and will meet with the SFPUC, if requested, to discuss any affect the transfer may have on SFPUC operations. Transfers of banked water shall be deemed to be an emergency transfer and shall become effective on the third business day after notice of the transfer has been delivered to the SFPUC. If the SFPUC incurs extraordinary costs in implementing transfers, it will give written notice to the transferring parties within ten (10) business days after receipt of notice of the transfer. Extraordinary costs means additional costs directly attributable to accommodating transfers and which are not incurred in non-drought years nor simply as a result of the shortage condition itself. Extraordinary costs shall be calculated in accordance with the procedures in the Agreement and shall be subject to the disclosure and auditing requirements in the Agreement. In the case of transfers between Wholesale Customers, such extraordinary costs shall be considered to be expenses chargeable solely to individual Wholesale Customers and shall be borne equally by the parties to the transfer. In the case of transfers between the SFPUC and a Wholesale Customer, the SFPUC's share of any extraordinary transfer costs shall not be added to the Wholesale Revenue Requirement.

3.4.1. Transfer Limitations. The agency transferring banked water will be allowed to transfer no more than the accumulated balance in its bank. Transfers of estimated prospective banked credits and the "overdrafting" of accounts shall not be permitted. The price of transfer water originally derived from the SFPUC system is to be determined by the transferring parties and is not specified herein. Transfers of banked water shall be in compliance with Section 3.05 of the

Agreement.

SECTION 4. WHOLESALE EXCESS USE CHARGES

4.1. Amount of Excess Use Charges. Monthly excess use charges shall be determined by the SFPUC at the time of the declared water shortage consistent with the calendar in Section 6 and in accordance with Section 6.03 of the Agreement. The excess use charges will be in the form of multipliers applied to the rate in effect at the time the excess use occurs. The same excess use charge multipliers shall apply to the Wholesale Customers and all Retail Customers. The excess use charge multipliers apply only to the charges for water delivered at the rate in effect at the time the excess use occurred.

4.2 Monitoring Suburban Water Use. During periods of voluntary rationing, water usage greater than a customer's allocation (as determined in Section 2) will be indicated on each SFPUC monthly water bill. During periods of mandatory rationing, monthly and cumulative water usage greater than a Wholesale Customer's shortage allocation and the associated excess use charges will be indicated on each SFPUC monthly water bill.

4.3. Suburban Excess Use Charge Payments. An annual reconciliation will be made of monthly excess use charges according to the calendar in Section 6. Annual excess use charges will be calculated by comparing total annual purchases for each Wholesale Customer with its annual shortage allocation (as adjusted for transfers of shortage allocations and banked water, if any). Excess use charge payments by those Wholesale Customers with net excess use will be paid according to the calendar in Section 6. The SFPUC may dedicate excess use charges paid by Wholesale Customers toward the purchase of water from the State Drought Water Bank or other willing sellers in order to provide additional water to the Wholesale Customers. Excess use charges paid by the Wholesale Customers constitute Wholesale Customer revenue and shall be included within the SFPUC's annual Wholesale Revenue Requirement calculation.

SECTION 5. GENERAL PROVISIONS GOVERNING WATER SHORTAGE ALLOCATION PLAN

5.1. Construction of Terms. This Plan is for the sole benefit of the parties and shall not be construed as granting rights to any person other than the parties or imposing obligations on a party to any person other than another party.

5.2. Governing Law. This Plan is made under and shall be governed by the laws of the State of California.

5.3. Effect on Agreement. This Plan describes the method for allocating water between the SFPUC and the collective Wholesale Customers during system-wide water shortages of 20 percent or less. This Plan also provides for the SFPUC to allocate water among the Wholesale Customers in accordance with directions provided by the Wholesale Customers through BAWSCA under Section 2.2, and to implement a program by which such allocations may be voluntarily transferred among the Wholesale Customers. The provisions of this Plan are

intended to implement Section 3.11(C) of the Agreement and do not affect, change or modify any other section, term or condition of the Agreement.

5.4. Inapplicability of Plan to Allocation of SFPUC System Water During Non-Shortage Periods. The SFPUC's agreement in this Plan to a respective share of SFPUC system water during years of shortage shall not be construed to provide a basis for the allocation of water between the SFPUC and the Wholesale Customers when no water shortage emergency exists.

5.5. Termination. This Plan shall expire at the end of the Term of the Agreement.. The SFPUC and the Wholesale Customers can mutually agree to revise or terminate this Plan prior to that date due to changes in the water delivery capability of the SFPUC system, the acquisition of new water supplies, and other factors affecting the availability of water from the SFPUC system during times of shortage.

SECTION 6. ALLOCATION CALENDAR

6.1. Annual Schedule. The annual schedule for the shortage allocation process is shown below. This schedule may be changed by the SFPUC to facilitate implementation.

6.1.1

In All Years

1. SFPUC delivers list of annual purchases by each Wholesale Customer during the immediately preceding Supply Year
2. SFPUC meets with the Wholesale Customers and presents water supply forecast for the following Supply Year
3. SFPUC issues initial estimate of available water supply
4. SFPUC announces potential first year of drought (if applicable)
5. SFPUC and Wholesale Customers meet upon request to exchange information concerning water availability and projected system-wide purchases
6. SFPUC issues revised estimate of available water supply, and confirms continued potential shortage conditions, if applicable
7. SFPUC issues final estimate of available water supply

Target Dates

November 1

February

February 1

February 1

February 1-May 31

March 1

April 15th or sooner if adequate snow course measurement data is available to form a robust estimate on available water supply for the coming year.

April 15th or sooner if adequate snow course measurement data is available to form a robust estimate on available water supply for the coming year.

8. SFPUC determines amount of water available to Wholesale Customers collectively

In Drought Years

9. SFPUC formally declares the existence of water shortage emergency (or end of water shortage emergency, if applicable) under Water Code Sections 350 et. seq.
10. SFPUC declares the need for a voluntary or mandatory response
11. BAWSCA submits calculation to SFPUC of individual Wholesale Customers' percentage shares of water allocated to Wholesale Customers collectively
12. SFPUC determines individual shortage allocations, based on BAWSCA's submittal of individual agency percentage shares to SFPUC, and monthly water budgets (Default Schedule)
13. Wholesale Customers submit alternative monthly water budgets (optional)
14. Final drought shortage allocations are issued for the Supply Year beginning July 1 through June 30
15. Monthly water budgets become effective

Target Dates

April 15-~~34~~30

April 15-~~34~~30

April 15- ~~34~~30

April 25—May 10

May 8-May 24

June 1

July 1

16. Excess use charges indicated on monthly Suburban bills

August 1 (of the beginning year) through June 30 (of the succeeding year)

17. Excess use charges paid by Wholesale Customers for prior year August of the succeeding year

**Amendment 3:
2018 Decisions (Sec. 3.13, 4.01, 4.05,
4.06, 9.06, Attachment Q)**

3.13 Limits on New Customers

A. New Wholesale Customers Prior to December 31, ~~2018~~2028. Until December 31, ~~2018~~2028, San Francisco will not enter into contracts to supply water to any entity other than a Wholesale Customer (whether permanent or temporary, firm or interruptible) unless:

1. It completes any necessary environmental review under CEQA of the proposed new wholesale water service obligations as provided in Section 4.07;
2. It concurrently completes any necessary environmental review under CEQA as provided in Section 4.07 and commits to make both San Jose and Santa Clara permanent customers with Individual Supply Guarantees equal to at least 9 MGD; and
3. This Agreement is amended to incorporate any commitments to proposed new wholesale customers and to San Jose and Santa Clara, and to address the effects, if any, of the new customer(s) on water supply reliability, water quality and cost to existing customers of the Regional Water System.

B. New Wholesale Customers After December 31, ~~2018~~2028. As of January 1, ~~2019~~2029, San Francisco will not enter into contracts to supply water to any entity other than a Wholesale Customer (whether permanent or temporary, firm or interruptible) unless:

1. It completes any necessary environmental review under CEQA of the proposed new wholesale water service obligations as provided in Section 4.07;
2. It concurrently completes any necessary environmental review under CEQA as provided in Section 4.07 and commits to make both San Jose and Santa Clara permanent customers with Individual Supply Guarantees equal to at least 9 MGD;
3. Doing so increases the reliability of the Regional Water System; and
4. This Agreement is concurrently amended (a) to reflect that increased reliability by means of an increased commitment by San Francisco to deliver water during Droughts and (b) to address the effects, if any, of the new customer(s) on water supply, water quality and cost to existing customers of the Regional Water System.

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

1. Only in Alameda, San Mateo, Santa Clara, San Joaquin and Tuolumne Counties;
2. That are within or immediately adjacent to areas in which it currently serves other Retail Customers; and
3. Until the aggregate additional demand represented by the new retail customers reaches 0.5 MGD.

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

D. Water Exchanges and Cost Sharing Agreements with Other Water Suppliers. Subject to completion of necessary environmental review under CEQA, San Francisco may at any time enter into water exchanges or cost sharing agreements with other water suppliers to enhance dry year or normal year water deliveries, provided that San Francisco cannot incur new water service obligations to such other water suppliers unless the requirements for taking on new wholesale customers in subsections A and B above are met.

4.01 Interim Supply Limitation Imposed by SFPUC

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

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

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

A. In December 2010 and in each December thereafter through ~~2017~~2027, the SFPUC shall prepare and the Commission shall consider, at a regularly scheduled public meeting, a Water Supply Development Report detailing progress made toward (1) meeting the Interim Supply Limitation by June 30, 2018 and (2) developing additional water supplies that will allow the Commission to designate San Jose and Santa Clara as permanent Wholesale Customers of the Regional Water System with a combined Individual Supply Guarantee of up to 9 MGD by the end of the Term on June 30, 2034.

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

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

before June 30, 2028, the Commission may issue a conditional ~~five-ten~~ year notice of interruption or reduction in supply of water to San Jose and Santa Clara.

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

E. Such notice of interruption or reduction will be rescinded if the Commission finds, based upon a subsequent annual Water Supply Development Report, that (1) sufficient progress has been made toward meeting the Interim Supply Limitation, or (2) projections show that the ~~Interim Supply Limitation~~ projected purchases of the Wholesale Customers, including San Jose and Santa Clara, will ~~be met~~ not exceed 184 MGD by June 30, ~~2018~~ 2028.

F. In no case shall any interruption or reduction of service to San Jose or Santa Clara pursuant to this section become effective less than two years from the completion of the CEQA process (not including resolution of any appeals or litigation) or ~~five-ten~~ years from the notice, whichever is longer. If the ~~five-ten~~ year notice is issued after ~~2013~~ 2018, such interruption or reduction would ~~occur~~ be effective after ~~2018~~ 2028.

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

H. San Francisco and the cities of San Jose and Santa Clara will cooperate with BAWSCA and the Santa Clara Valley Water District in the identification and implementation of additional water sources and conservation measures for the cities' service areas that are relevant to the water supply and the possible offer of permanent status for the two cities by the SFPUC.

4.06 **San Francisco Decisions in ~~2018~~2028 Regarding Future Water Supply**

A. By December 31, ~~2018~~2028, San Francisco will have completed any necessary CEQA review pursuant to Section 4.07 that is relevant to making San Jose and Santa Clara permanent customers of the Regional Water System and will decide whether or not to make San Jose and Santa Clara permanent customers of the Regional Water System: with a combined Individual Supply Guarantee of 9 MGD allocated equally between the two cities, as well as how much water in excess of 9 MGD it will supply to San Jose and Santa Clara. San Francisco will make San Jose and Santa Clara permanent customers only if, and to the extent that, San Francisco determines that Regional Water System long term water supplies are available. In the event that San Francisco decides to afford permanent status to San Jose and Santa Clara, this Agreement will be amended pursuant to Section 2.03.

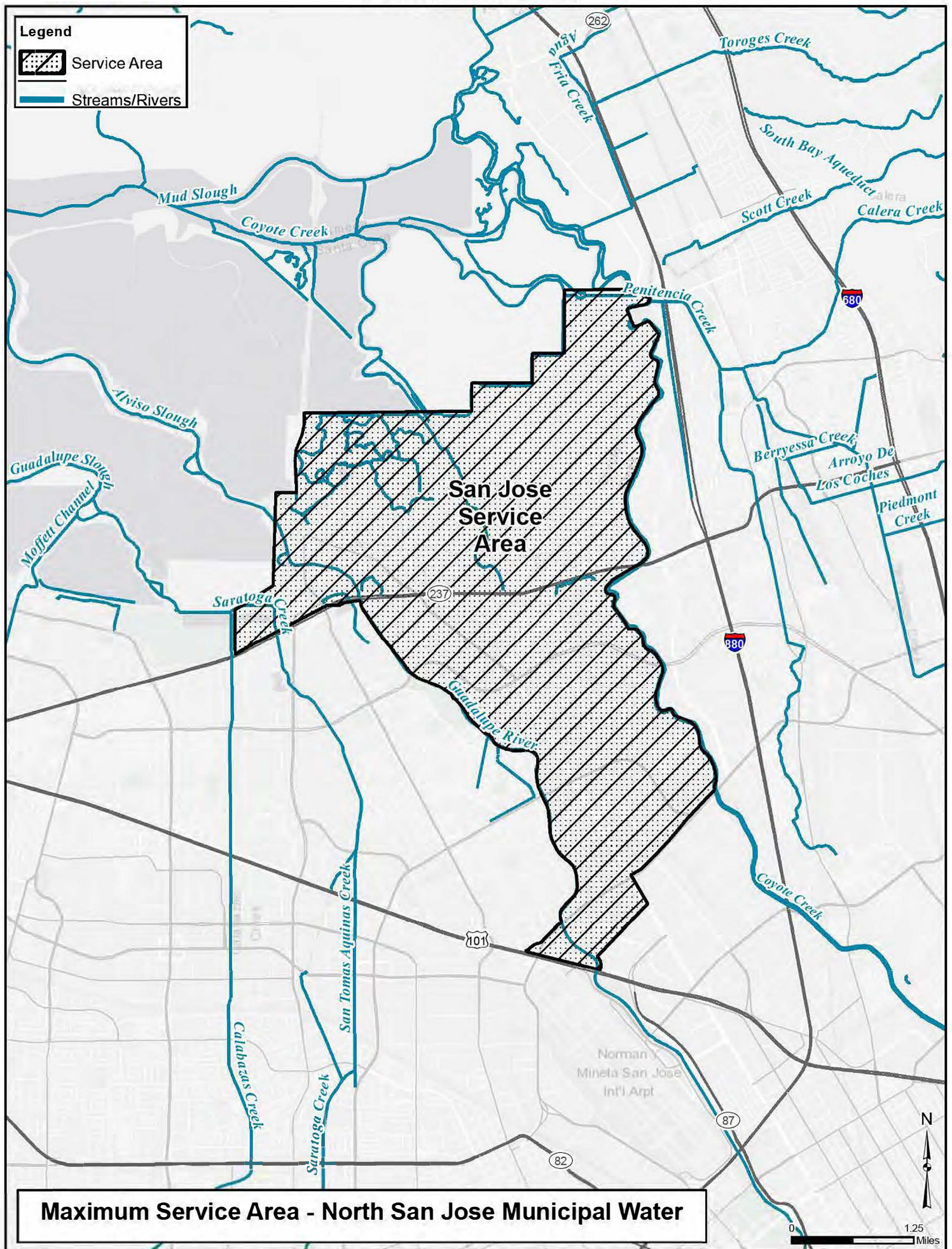
B. By December 31, ~~2018~~2028, San Francisco will have completed any necessary CEQA review pursuant to Section 4.07 and will decide how much water, if any, in excess of the Supply Assurance it will supply to Wholesale Customers from the Regional Water System to meet their projected future water demands until the year ~~2030~~2040, and whether to offer a corresponding increase in the Supply Assurance as a result of ~~its determination~~these determinations.

9.06 City of San Jose and City of Santa Clara

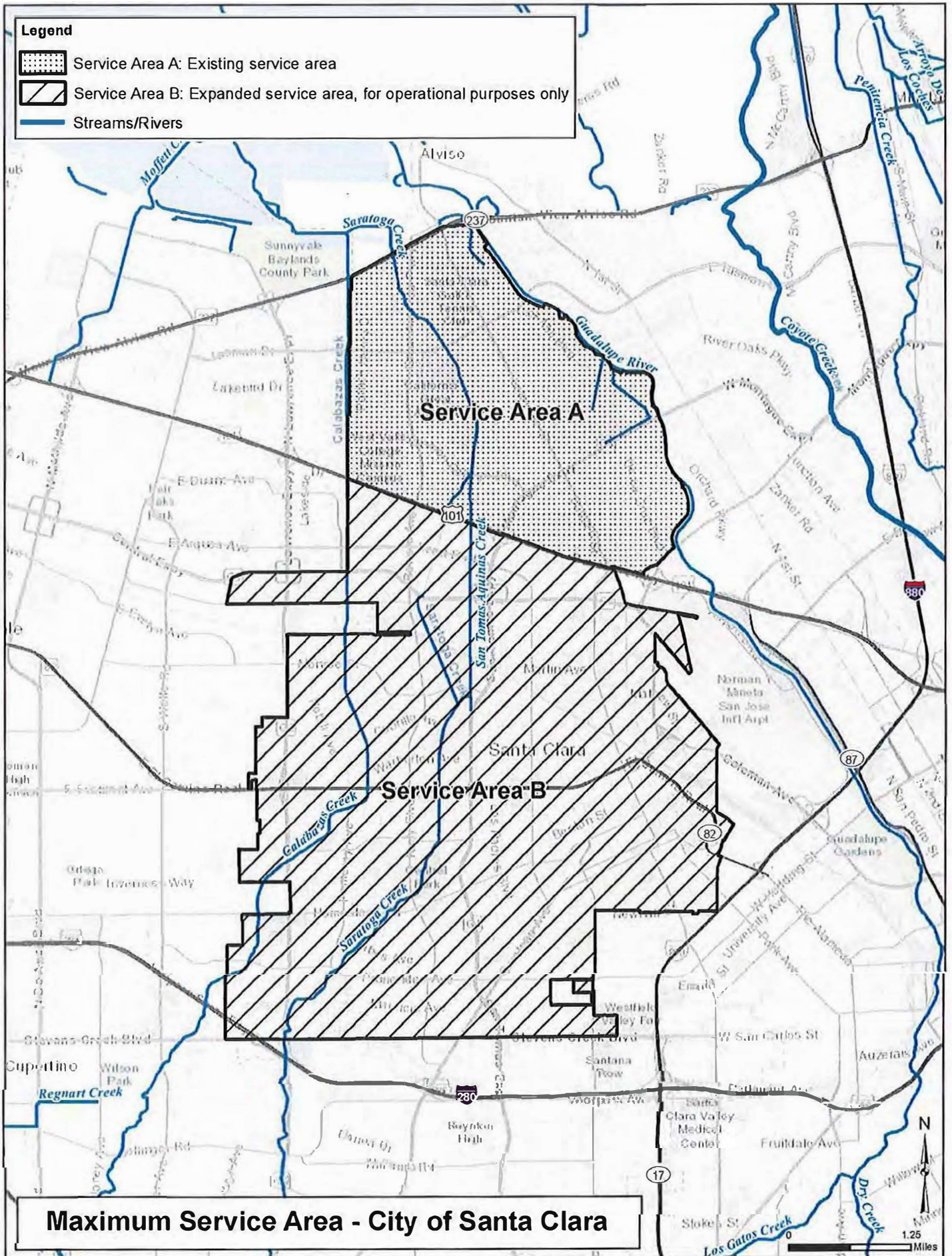
A. Continued Supply on Temporary, Interruptible Basis. During the term of the 1984 Agreement, San Francisco provided water to the City of San Jose ("San Jose") and the City of Santa Clara ("Santa Clara") on a temporary, interruptible basis pursuant to SFPUC Resolution No. 85-0256. Subject to termination or reduction of supply as provided in Section 4.05 of this Agreement, San Francisco will continue to supply water to San Jose and Santa Clara on a temporary, interruptible basis pending a decision by the Commission, pursuant to Section 4.05.H, as to whether to make San Jose and Santa Clara permanent customers of the Regional Water System. San Francisco will furnish water to San Jose and Santa Clara at the same rates as those applicable to other Wholesale Customers pursuant to this Agreement. Water delivered to San Jose and Santa Clara after July 1, 2009 may be limited by the SFPUC's ability to meet the full needs of all its other Retail and Wholesale Customers. The service areas of San Jose and Santa Clara set forth in their Individual Water Sales Contracts may not be expanded using the procedure set forth in Section 3.03. The combined annual average water usage of San Jose and Santa Clara shall not exceed 9 MGD. The allocation of that total amount between San Jose and Santa Clara shall be as set forth in their Individual Water Sales Contracts.

B. Reservation of Rights. In signing this Agreement, neither San Jose nor Santa Clara waives any of its rights to contend, in the event that San Francisco (1) elects to terminate or interrupt water deliveries to either or both of the two cities prior to ~~2018~~2028 using the process set forth in Section 4.05, or (2) does not elect to take either city on as a permanent customer in ~~2018~~2028, that it is entitled to permanent customer status, pursuant to the Act or any other federal or state law. Santa Clara's reservation of rights is limited to its existing Service Area A, as shown on Attachment Q-2. Service Area B, south of Highway 101, was added in 2018 solely for the operational convenience of Santa Clara. Santa Clara waives its right to make claims described in this Section 9.06.B and Section 8.07.B.3 with respect to Service Area B. In signing this Agreement, San Francisco does not waive its right to deny any or all such contentions.

Attachment Q-1



Attachment Q-2



Amendment 4:
Asset Classification (Sec. 5.11)

Section 5.11. Classification of Existing System Assets.

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

A. Water Enterprise Assets.

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

B. Hetch Hetchy Enterprise Assets.

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

C. Attachment R Documents Classifications.

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

D. Attachment R-3, Major Hetch Hetchy Enterprise Existing System Assets, is Not Exhaustive.

Existing System Assets include, but are not limited to, land; fixed infrastructure such as dams, tunnels, buildings, water treatment plants and pipelines; equipment such as pumps and vehicles; and related appurtenances. Major Hetch Hetchy Enterprise Existing System Assets, and their classifications, are listed in Attachment R-3. Attachment R-3 does not include all assets of the Regional Water System, but represents the parties' best efforts to document major Hetch Hetchy Enterprise Existing System Assets that would incur capital costs and operating expenses subject to cost allocation. The classification of assets listed on R-3 may not be

changed during the Term, any Extension Term, and any renewal of the Agreement, however, Attachment R-3 may be modified by mutual agreement in accordance with Section 2.03.C to (1) add an asset that was inadvertently omitted, (2) to add a new asset, and (3) remove a destroyed or obsolete asset. In the event that the parties cannot agree on the classification of any omitted or new assets, the dispute shall be subject to arbitration under Section 8.01.

E. Attachment R-3, Major Hetch Hetchy Enterprise Existing System Assets, Classifications are Fixed.

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

F. Attachment R-2, Special Classification of Discrete Projects for 2018 Amendment Purposes.

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

G. Five Year Notice of Intent to Renegotiate Cost Allocation.

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

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

ATTACHMENT R – CLASSIFICATION OF EXISTING SYSTEM ASSETS

ATTACHMENT R-1

INTRODUCTION TO ATTACHMENT R

Attachment R is composed of three documents (1) this **R-1 Introduction to Attachment R**, (2) **R-2 Special Classification of Discrete Projects for 2018 WSA Amendment Purposes**, and (3) **R-3 Major Hetch Hetchy Enterprise Existing System Assets**. These R series attachments provide a record for purposes of maintaining the historical basis for the allocation of capital costs and operating expenses associated with Existing System Assets generally, with greater detail provided for major Hetch Hetchy Enterprise Existing System Assets due to the complexity of tracking the Water-Only, Power-Only, and Joint classifications as inputs to the Wholesale Revenue Requirement under Sections 5.08 and 5.09 of the Agreement.

Attachment R-2, Special Classification of Discrete Projects for 2018 WSA Amendment Purposes defines a limited number of capital projects involving five Hetch Hetchy Enterprise Existing System Assets where the parties have agreed to classify defined capital project costs separately from the assets' underlying classification listed on Attachment R-3. The classification listed in Attachment R-3 will continue to control the allocation of capital costs and operating expenses once the defined capital projects described in Attachment R-2 are complete.

Attachment R-3, Major Hetch Hetchy Enterprise Existing System Assets is a record of major assets at the "facility group" level (see below) as of January 1, 2019. The table contains six columns and 578 rows. The facility groups are broken down into individual facilities or assets. The facility group name and classification are provided for each asset. Assets listed on Attachment R-3 are classified as Joint, Water-Only, or Power-Only. Each asset is also assigned a unique identification ("ID") number for ease of reference. Attachment R-3 is not a complete record of all Hetch Hetchy Enterprise Existing System Assets.

General Explanation of Classification.

A "facility group" is a location where a group of facilities is located. A single facility may constitute a facility group. A "facility" is a primary asset in a facility group whose function determines its classification and the classification of appurtenances or sub-assets. An appurtenance is an asset or sub-asset that supports the function of the facility to which it is appurtenant. In most cases the classification of the appurtenance is determined by the classification of the facility to which the appurtenance belongs. The function of the appurtenance may not necessarily control its classification.

The classification of appurtenant assets generally follows the classification of the facility group served. These appurtenant assets include security, offices/housing, and utilities serving the facility group such as domestic water, wastewater, communications and solid waste disposal. Power distribution assets that provide power to a facility group (e.g. lower voltage power distribution lines) generally carry the classification of the facility group served, but do not include power generation or higher voltage transmission lines for export of power elsewhere, which remain classified as Power-Only. With limited exceptions for roads exclusively accessing Power-Only facilities, roads and bridges are classified as Joint because most roads serve multiple facilities or Joint facilities. Equipment and rolling stock are generally classified as Joint unless the asset has a specialized purpose serving the Power function. Capital costs and operating expenses related to Camp Mather are charged to Power in order to segregate these costs from the Wholesale Revenue Requirement.

ATTACHMENT R-2

SPECIAL CLASSIFICATION OF DISCRETE PROJECTS FOR 2018 WSA AMENDMENT PURPOSES

Asset	Asset Classification	Project	Project Classification ¹
Lower Cherry Aqueduct	Joint	Lower Cherry Aqueduct Project	Water ²
Mountain Tunnel	Joint	Mountain Tunnel Interim Work	Water ³
Mountain Tunnel	Joint	Mountain Tunnel Long Term Repairs	Water ³
Mountain Tunnel	Joint	Mountain Tunnel Flow Control Facility (FCF) Project	Joint ⁵
Kirkwood Penstock	Power	Kirkwood Penstock Project	Joint ⁴
Moccasin Powerhouse Penstock	Power	Moccasin Penstock Project	Joint ⁴
Moccasin Lower Dam	Water	Moccasin Dam Interim Repairs	Joint ⁵
Moccasin Lower Dam	Water	Moccasin Dam Long-Term Improvements	Joint ⁵

These Project Classifications are Exceptions to the Fixed Asset Classifications in Attachment R-3

Attachment R-3 lists major Hetch Hetchy Enterprise Existing System Assets and their agreed-upon classifications (Power, Joint or Water). The classification for all Existing System Assets is fixed and applies to all related expenditures, including capital, regulatory, operating and maintenance expenses, and whether the expenditure alters, rebuilds or replaces the asset, and any appurtenances.

¹ Expires June 30, 2034

² Project capital costs may include costs incurred in FY 2013-14 and subsequent Fiscal Years until project is complete

³ Project capital costs may include costs incurred in FY 2011-12 and subsequent Fiscal Years until project is complete

⁴ Project capital costs may include costs incurred in FY 2009-10 and subsequent Fiscal Years until project is complete

⁵ Project capital costs may include costs incurred in FY 2017-18 and subsequent Fiscal Years until project is complete

In 2018, the parties agreed to classify certain capital projects (but not the underlying asset classifications shown on Attachment R-3) for a select number of Hetch Hetchy Enterprise Existing System Assets. These projects are defined below. These project-related classification changes, shown on this Attachment R-2, are part of the 2018 amendments to the Agreement and are not precedential for any other asset-related capital cost or operating expense.

The capital costs for the projects defined below shall be allocated in accordance with the project classifications shown on this Attachment R-2 so long as the projects are approved by the SFPUC following necessary CEQA review. Once the project, as defined below, is complete and the Commission adopts a project administrative closeout resolution authorizing final payment to the contractor(s), the separate project classification expires and all subsequent capital costs and operating expenses related to the asset will follow the existing asset classification shown on Attachment R-3. The project classification exceptions will expire on June 30, 2034 and all future capital and operating costs and expenses will follow the asset classification, even if a project has not been completed by the SFPUC by that date.

Unless specified otherwise, the capital costs for each project specified below includes costs incurred by the SFPUC for the construction of the project using debt or revenue funding, along with all project-related planning costs, engineering costs, engineering services, costs to obtain project-related regulatory permits, fees for environmental consultants, mitigation costs, legal fees, and other costs that are required to construct and place the project in operation as a water conveyance or power generation facility, or to serve both functions. The allocation of project capital costs includes expenditures incurred in fiscal years prior to FY 2018-19 where noted.

Project Classification Descriptions⁶

1. **Lower Cherry Aqueduct Project** means repairs along the Lower Cherry Aqueduct system from and including the Cherry Creek Diversion Dam downstream to and including a connection to the pool behind Early Intake Dam, including expenditures incurred in FY 2013-14 and subsequent fiscal years until the project is complete.
2. **Mountain Tunnel Interim Work** means the investigations, interim repairs to the tunnel as well as improvements to access roads and adits for Adit 5/6 and Adit 8/9 already funded or included in the FY 2017-18 ten-year CIP, including expenditures incurred in FY 2011-12 and subsequent fiscal years until the project is complete.
3. **Mountain Tunnel Long Term Repairs** means repair or replacement of tunnel lining not performed as part of the Mountain Tunnel Interim Work, contact grouting of the entire tunnel lining, completion of hydraulic improvements, installation of steel lining in sections of the tunnel to accommodate increased pressure, extension of the siphon crossing under the South Fork of the Tuolumne River, an enlarged concrete portal and bulkhead at Early Intake, and roadway access improvements to tunnel entry points at the South Fork Tuolumne River crossing, Adit 8-9 and Adit 5-6. Project capital costs include costs incurred in FY 2011-12 and subsequent fiscal years until the project is complete.

⁶ SFPUC and BAWSCA discussed and agreed to omit the following projects from this special project classification: 1) Early Intake Diversion Dam and Reservoir, 2) Moccasin Power Tunnel, and 3) Kirkwood Generator Bypass and Moccasin Generator #1 & 2 Bypasses. All capital costs and operating expenses related to these assets will follow the existing asset classification shown on Attachment R-3.

4. **Mountain Tunnel Flow Control Facility (FCF) Project** means construction of a FCF at the downstream end of Mountain Tunnel to reduce lining damage by eliminating the daily cycling between open channel and pressurized flow conditions inside the tunnel, and to allow access to the tunnel when the elevation of the water surface in Priest Reservoir is higher than the elevation of Priest Portal. The project consists of constructing a bypass tunnel, a FCF access shaft and related appurtenances, installing flow control valves and associated mechanical, electrical, and instrumentation as well as construction of a new Mountain Tunnel adit at Priest Reservoir, and a new access road to the FCF. The bypass will be fully steel lined to accommodate higher operating pressures, and a concrete plug will be constructed at the upstream end where water is diverted into the FCF. Project capital costs include costs incurred in FY 2017-18 and subsequent fiscal years until the project is complete.
5. **Kirkwood Penstock Project** means repair, rehabilitation or replacement of the penstock between the Canyon Portal Valve House and the outside of the northern wall of the Kirkwood Powerhouse. The Joint classification for this project would exclude valves, electronic controls and other appurtenances needed for power operations but not for delivery of water to the Bay Area. Project capital costs include costs incurred in FY 2009-10 and subsequent fiscal years until the project is complete.
6. **Moccasin Dam Interim Repairs** means repairs and improvements related to damage caused by the March 22, 2018 storm with the goal of returning the reservoir to service at a restricted water pool elevation. The interim measures include repairs and improvements to the Moccasin Creek Diversion Dam and Bypass, Moccasin Reservoir, access and automation improvements at Gate No. 3 Tower, the Lower Moccasin Dam Auxiliary Spillway, and the downstream channel of Moccasin Creek. Project capital costs include costs incurred in FY 2017-18 and subsequent fiscal years until the project is complete.
7. **Moccasin Dam Long-Term Improvements** means upgrading the Moccasin Reservoir facilities to meet long-term operational and dam safety needs, including the Lower Moccasin Dam, Moccasin Creek Diversion Dam, spillways, outlet works, and other appurtenant facilities, excluding the Moccasin Low Head Hydropower Plant and appurtenances. The work consists of repairs and upgrades to restore the capability to accommodate changes in flow associated with water delivery and power generation, provide hydraulic control for delivery of water to the Bay Area, permit the discharge of excess water downstream to Don Pedro Reservoir, and satisfy State regulatory requirements and guidelines. The Joint classification for this project would include all work, regardless of whether or not specific elements are required by the State of California. Project capital costs include costs incurred in FY 2017-18 and subsequent fiscal years until project is complete.
8. **Moccasin Penstock Project** means the repair, rehabilitation or replacement of the Moccasin Penstocks to ensure reliable water delivery to the Bay Area and support power generation at Moccasin Powerhouse. Project facilities would extend from the western end of the Moccasin Power Tunnel to the eastern wall of the Moccasin Powerhouse. The Joint classification for this project would exclude valves, electronic controls and other appurtenances needed for power operations but not for delivery of water to the Bay Area. Project capital costs include costs incurred in FY 2009-10 and subsequent fiscal years until the project is complete.

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
1	CPSCADA	Canyon Tunnel	CANYON PORTAL SCADA RTU (FUT.)	Joint	1
2	OSHCANTNL	Canyon Tunnel	OSHAUGHNESSY CANYON POWER TUNNEL	Joint	2
3	CV	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY DAMS AND BUILDINGS	Joint	3
4	CVBLDGS	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY BUILDINGS	Joint	4
5	CVFUEL	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY FUELING STATION	Joint	5
6	CVPS	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY PUMP STATION	Power	6
7	ELBAT	Cherry and Eleanor Dams/Compounds	ELEANOR BATTERY BANK	Joint	7
8	ELCOT	Cherry and Eleanor Dams/Compounds	COTTAGE, LAKE ELEANOR	Joint	8
9	ELDORM	Cherry and Eleanor Dams/Compounds	DORM, COOKHOUSE, GARAGE LAKE ELEANOR	Joint	9
10	ELDWSCT	Cherry and Eleanor Dams/Compounds	LAKE ELEANOR WATER TANK	Joint	10
11	ELEANOR	Cherry and Eleanor Dams/Compounds	LAKE ELEANOR EQUIPMENT	Joint	11
12	ELWHSE	Cherry and Eleanor Dams/Compounds	WAREHOUSE, LAKE ELEANOR	Joint	12
13	CVPSPRORLY	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY PUMP STATION PROTECTIVE RELAYS	Power	13
14	CVDM	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY DAM	Joint	14
15	CVDWS	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY DOMESTIC WATER SYSTEM	Joint	15
16	CVVH	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY VALVE HOUSE	Joint	16
17	ELNCHRTNL	Cherry and Eleanor Dams/Compounds	ELEANOR - CHERRY TUNNEL	Joint	17
18	ELNRDM	Cherry and Eleanor Dams/Compounds	ELEANOR DAM	Joint	18
19	ICP	Early Intake Dam and Reservoir	INTAKE CAMP EQUIPMENT AND GROUNDS	Joint	19
20	ICPCT	Early Intake Dam and Reservoir	INTAKE CAMP COTTAGES	Joint	20
21	ICPFUEL	Early Intake Dam and Reservoir	INTAKE CAMP FUELING SYSTEM	Joint	21
22	ICPLINERIGSH	Early Intake Dam and Reservoir	INTAKE CAMP LINEMENS RIGGING SHED BUILDING	NA	22
23	ICPMAIL	This row not included by SFPUC	INTAKE MAIL SHACK	NA	23
24	ICPSAND	Early Intake Dam and Reservoir	INTAKE CAMP SAND STORAGE BUILDING	Joint	24
25	ICPSEW	Early Intake Dam and Reservoir	INTAKE CAMP SEWAGE SYSTEM	Joint	25
26	ICPTV	Early Intake Dam and Reservoir	INTAKE CAMP TV SYSTEM	Joint	26
27	ICPWSTN	Early Intake Dam and Reservoir	INTAKE WEATHER STATION	Joint	27
28	IWSSCADA	Early Intake Dam and Reservoir	INTAKE DOMESTIC WATER SYS RTU	Joint	28
29	ICPEL	Early Intake Dam and Reservoir	INTAKE CAMP ELECTRICAL SYSTEM	Joint	29
30	ICPDWSBFP	Early Intake Dam and Reservoir	INTAKE DOMESTIC WATER BACK FLOW PREVENTERS, ICP	Joint	30
31	ICPPool	Early Intake Dam and Reservoir	INTAKE CAMP SWIMMING POOL	Joint	31
32	ICPWTS	Early Intake Dam and Reservoir	INTAKE CAMP WATER SYSTEM	Joint	32
33	ICPDM	Early Intake Dam and Reservoir	INTAKE CAMP DAM	Joint	33
34	INTRES	Early Intake Dam and Reservoir	INTAKE RESERVOIR	Joint	34
35	GPL	Holm Powerhouse	22.9KV-GRANITE PORTAL LINE	Power	35
36	H1	Holm Powerhouse	HOLM UNIT #1	Power	36
37	H1PRORLY	Holm Powerhouse	HPH UNIT #1 PROTECTIVE RELAYS	Power	37
38	H2	Holm Powerhouse	HOLM UNIT #2	Power	38
39	H2PRORLY	Holm Powerhouse	HPH UNIT #2 PROTECTIVE RELAYS	Power	39
40	HAX	Holm Powerhouse	HPH EXCITERS, GOVERNORS, TAIL RACE AND OTHER	Power	40
41	HL2TTGE	Holm Powerhouse	HPH LINE #2 TRANSFER TRIP GE	Power	41
42	HPH	Holm Powerhouse	HOLM POWERHOUSE	Power	42
43	HPHBATTERY	Holm Powerhouse	HPH BATTERY SYSTEM	Power	43
44	HPHPEN	Holm Powerhouse	HOLM POWERHOUSE PENSTOCK	Power	44
45	HPHPRORLYTMP	Holm Powerhouse	TEMP HOLING SPOT FOR PRO RLYS	Power	45
46	HPHRF#1	Holm Powerhouse	HOLM POWERHOUSE ROOF FAN #1	Power	46
47	HPHRF#2	Holm Powerhouse	HOLM POWERHOUSE ROOF FAN #2	Power	47
48	HPHWW	Holm Powerhouse	HPH TSOV, SLIDE GATES AT TAILRACE, ETC	Power	48
49	HPRORLY	Holm Powerhouse	HPH PROTECTIVE RELAYS	Power	49
50	HSPARES	Holm Powerhouse	ALL HOLM POWERHOUSE SPARES	Power	50
51	HVH	Holm Powerhouse	HOLM VALVE HOUSE	Power	51

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
52	CVPWRTNL	Holm Powerhouse	CHERRY POWER TUNNEL	Power	52
53	GPSCADA	Holm Powerhouse	GRANITE PORTAL SCADA RTU (FUT.)	Power	53
54	H1ASCADA	Holm Powerhouse	HPH UNIT 1 ANNUNCIATOR RTU	Power	54
55	H2ASCADA	Holm Powerhouse	HPH UNIT 2 ANNUNCIATOR RTU	Power	55
56	HPHSCADA	Holm Powerhouse	HOLM POWERHOUSE SCADA RTU	Power	56
57	HPHVMS	Holm Powerhouse	HPH VIBRATION MONITORING SYSTEM	Power	57
58	KPH2SCADA	Kirkwood Powerhouse	KPH PENSTOCK MONITORING SYS RTU	Power	58
59	KPH	Kirkwood Powerhouse	KIRKWOOD POWERHOUSE	Power	59
60	KPHB	Kirkwood Powerhouse	KPH BATHROOM	Power	60
61	KPHOFFICE	Kirkwood Powerhouse	KPH OPERATOR OFFICE	Power	61
62	KVH	Kirkwood Powerhouse	KIRKWOOD VALVE HOUSE	Joint	62
63	K1	Kirkwood Powerhouse	KIRKWOOD UNIT #1	Power	63
64	K1PRORLY	Kirkwood Powerhouse	KPH UNIT #1 PROTECTIVE RELAYS	Power	64
65	K2	Kirkwood Powerhouse	KIRKWOOD UNIT #2	Power	65
66	K2PRORLY	Kirkwood Powerhouse	KPH UNIT #2 PROTECTIVE RELAYS	Power	66
67	K3	Kirkwood Powerhouse	KIRKWOOD UNIT #3	Power	67
68	K3PRORLY	Kirkwood Powerhouse	KPH UNIT #3 PROTECTIVE RELAYS	Power	68
69	KAX	Kirkwood Powerhouse	KPH EXCITERS, GOVERNORS, TAIL RACE AND OTHER	Power	69
70	KAXBKR5211	Kirkwood Powerhouse	KPH BREAKER LOCATION 52-11 MATHER / ICP LINE	Power	70
71	KAXBKR5212	Kirkwood Powerhouse	KPH BREAKER LOCATION 52-12 CANYON PORTAL LINE	Power	71
72	KAXBKR5221	Kirkwood Powerhouse	KPH BREAKER LOCATION 52-21 MATHER / ICP LINE	Power	72
73	KAXBKR5222	Kirkwood Powerhouse	KPH BREAKER LOCATION 52-22 MATHER 22KV LINE	Power	73
74	KAXBKR52S1	Kirkwood Powerhouse	KPH1 BREAKER LOCATION 52-S1 STATION SERVICE	Power	74
75	KAXBKR52S2	Kirkwood Powerhouse	KPH2 BREAKER LOCATION 52-S2 STATION SERVICE	Power	75
76	KAXBKR52S3	Kirkwood Powerhouse	KPH3 BREAKER LOCATION 52-S3 STATION SERVICE	Power	76
77	KAXBKRBT	Kirkwood Powerhouse	KPH BREAKER LOCATION 52-BUS TIE	Power	77
78	KAXBKRBT23	Kirkwood Powerhouse	KPH BREAKER LOCATION 23-BUS TIE	Power	78
79	KAXBKRBT32	Kirkwood Powerhouse	KPH BREAKER LOCATION 32-BUS TIE	Power	79
80	KAXBKRSS1	Kirkwood Powerhouse	KPH1 BREAKER LOCATION 52-SS1 STATION SERVICE	Power	80
81	KAXBKRSS2	Kirkwood Powerhouse	KPH2 BREAKER LOCATION 52-SS2 STATION SERVICE	Power	81
82	KAXBKRSS3	Kirkwood Powerhouse	KPH3 BREAKER LOCATION 52-SS3 STATION SERVICE	Power	82
83	KAXBREAKERS	Kirkwood Powerhouse	KIRKWOOD POWERHOUSE BREAKERS	Power	83
84	KPHBATTERY	Kirkwood Powerhouse	KPH BATTERY SYSTEM	Power	84
85	KPHDCV	Kirkwood Powerhouse	KPH DELUGE CONTROL VALVE	Power	85
86	KPHGENBRK	Kirkwood Powerhouse	KPH SPARE GENERATOR BREAKER	Power	86
87	KPHOILFLT	Kirkwood Powerhouse	KPH PORTABLE XFMR OIL FILTER	Power	87
88	KPHPEN	Kirkwood Powerhouse	KIRKWOOD POWERHOUSE PENSTOCK	Power	88
89	KPHRF	Kirkwood Powerhouse	KPH RECIRCULATING FAN	Power	89
90	KPRORLY	Kirkwood Powerhouse	KPH PROTECTIVE RELAYS	Power	90
91	KSPARES	Kirkwood Powerhouse	ALL KIRKWOOD POWERHOUSE SPARES	Power	91
92	KPHAXWPV	Kirkwood Powerhouse	KPH AUX WHEEL PIT VENT	Power	92
93	KPHBYP SYS	Kirkwood Powerhouse	KPH GENERATOR BYPASS	Power	93
94	KPHWW	Kirkwood Powerhouse	KPH TSOV, SLIDE GATES AT TAILRACE, ETC	Power	94
95	K1ASCADA	Kirkwood Powerhouse	KPH UNIT 1 ANNUNCIATOR RTU	Power	95
96	K2ASCADA	Kirkwood Powerhouse	KPH UNIT 2 ANNUNCIATOR RTU	Power	96
97	KPH1SCADA	Kirkwood Powerhouse	KPH SCADA RTU	Power	97
98	VIBMONSYS	Kirkwood Powerhouse	ALL VIBRATION MONITORING SYSTEMS & EQUIPMENT	Power	98
99	KPHVMS	Kirkwood Powerhouse	KPH VIBRATION MONITORING SYSTEM	Power	99
100	KPHTRBMTR	Kirkwood Powerhouse	KPH TURBIDIMETER	Water	100
102	RAKERLANDS	Support Systems, Utilities and Other	RAKER ACT LANDS & US LAND APPLICATIONS	Joint	102
103	SJLANDS	Support Systems, Utilities and Other	SAN JOAQUIN COUNTY LANDS	Joint	103

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
104	STANISLANDS	Support Systems, Utilities and Other	STANISLAUS COUNTY LANDS	Joint	104
105	TUOLUMNELAN	Support Systems, Utilities and Other	TUOLUMNE & MARIPOSA COUNTY LANDS	Joint	105
106	CC	Lower Cherry Creek Aqueduct	CHERRY CREEK EQUIPMENT AND BUILDING	Joint	106
107	CCAQ	Lower Cherry Creek Aqueduct	CHERRY CREEK AQUEDUCT	Joint	107
108	CCDDM	Lower Cherry Creek Aqueduct	CHERRY CREEK DIVERSION DAM	Joint	108
109	CHDIVTUN	Lower Cherry Creek Aqueduct	CHERRY DIVERSION TUNNEL	Joint	109
110	CVDIVCANAL	Lower Cherry Creek Aqueduct	CHERRY TO INTAKE DIVERSION CANAL	Joint	110
118	MLSSCADA	Moccasin Administrative Compound	MOCCASIN LIFT STATION RTU	Joint	118
119	MPHWS	Moccasin Administrative Compound	MOCCASIN WEATHER STATION	Joint	119
120	MWSSCADA	Moccasin Administrative Compound	MOCCASIN DOMESTIC WATER SYS RTU	Joint	120
121	EQP-HH	Moccasin Administrative Compound	NON-AUTOMOTIVE EQUIPMENT	Joint	121
122	ETESTEQUIP	Moccasin Administrative Compound	ELECTRONIC TEST EQUIPMENT	Joint	122
126	MCPARC	Moccasin Administrative Compound	MOCCASIN ARCHIVES / RECORDS OFFICE	Joint	126
127	MCPBH	Moccasin Administrative Compound	MOCCASIN BUNKHOUSE	Joint	127
128	MCPBLPRK	Moccasin Administrative Compound	MOCCASIN CAMP BALL PARK	Joint	128
129	MCPCARP	Moccasin Administrative Compound	MOCCASIN CARPENTER SHOP BUILDING	Joint	129
130	MCPCARPORT	Moccasin Administrative Compound	SHOP AREA CAR PORTS	Joint	130
131	MCPCH	Moccasin Administrative Compound	MOCCASIN CLUBHOUSE/ADMIN. BLDG.	Joint	131
132	MCPCH	Moccasin Administrative Compound	MOCCASIN CONSTRUCTION MANAGEMENT OFFICES, MOCCASIN	Joint	132
133	MCPCH	Moccasin Administrative Compound	COTTAGE 10	Joint	133
134	MCPCH	Moccasin Administrative Compound	CMB SURVEY ADMINISTRATIVE OFFICE	Joint	134
135	MCPCH	Moccasin Administrative Compound	ITS ADMINISTRATIVE OFFICE	Joint	135
136	MCPCH	Moccasin Administrative Compound	GUEST COTTAGE 15	Joint	136
137	MCPCH	Moccasin Administrative Compound	MOCCASIN FINANCE OFFICE	Joint	137
138	MCPCH	Moccasin Administrative Compound	TRAINING OFFICE	Joint	138
139	MCPCH	Moccasin Administrative Compound	EXERCISE BUILDING	Joint	139
140	MCPCH	Moccasin Administrative Compound	WATERSHED ADMINISTRATIVE OFFICE	Joint	140
141	MCPCH	Moccasin Administrative Compound	GUEST COTTAGE 41	Joint	141
142	MCPCH	Moccasin Administrative Compound	MCP CARDBOARD COMPACTOR	Joint	142
143	MCPCH	Moccasin Administrative Compound	MOCCASIN CAMP COTTAGES	Joint	143
144	MCPCH	Moccasin Administrative Compound	MOCCASIN CAMP ELECTRIC SHOP	Joint	144
145	MCPCH	Moccasin Administrative Compound	MOCCASIN ENGINEERING OFFICE	Joint	145
146	MCPCH	Moccasin Administrative Compound	MOCCASIN FIRE TRUCK GARAGE	Joint	146
147	MCPCH	Moccasin Administrative Compound	MOCCASIN FIELD OFFICE BUILDING	Joint	147
148	MCPCH	Moccasin Administrative Compound	MOCCASIN CAMP FUELING STATION	Joint	148
149	MCPCH	Moccasin Administrative Compound	MOCCASIN GARDENERS SHOP	Joint	149
150	MCPCH	Moccasin Administrative Compound	MOCCASIN GREENHOUSE	Joint	150
151	MCPCH	Moccasin Administrative Compound	MOCCASIN POWER LINE SHOP BUILDING	Power	151
152	MCPCH	Moccasin Administrative Compound	MOCCASIN MACHINE AND AUTO SHOP BLDG	Joint	152
153	MCPCH	Moccasin Administrative Compound	MOCCASIN EMERGENCY RESPONSE CENTER	Joint	153
154	MCPCH	Moccasin Administrative Compound	MOCCASIN MAINTENANCE FACILITY	Joint	154
156	MCPCH	Moccasin Administrative Compound	MOCC CAMP OLD MOCCASIN POWERHOUSE: Long term storage	Joint	156
157	MCPCH	Moccasin Administrative Compound	MOCCASIN CAMP PAINT SHOP	Joint	157
158	MCPCH	Moccasin Administrative Compound	PLANNING AND SCHEDULING BUILDING	Joint	158
159	MCPCH	Moccasin Administrative Compound	MOCCASIN PLUMBERS SHOP	Joint	159
160	MCPCH	Moccasin Administrative Compound	MOCCASIN CAMP SWIMMING POOL	Joint	160
161	MCPCH	Moccasin Administrative Compound	MOCCASIN RECREATIONAL FACILITY	Joint	161
162	MCPCH	Moccasin Administrative Compound	MOCCASIN SAWMILL FACILITY	Joint	162
163	MCPCH	Moccasin Administrative Compound	MOCCASIN SCADA TRAILER, MOCCASIN	Joint	163
164	MCPCH	Moccasin Administrative Compound	MOCCASIN SCHOOL BUILDING	Joint	164
165	MCPCH	Moccasin Administrative Compound	MOCCASIN CAMP SEWAGE LIFT STATION 1	Joint	165

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
166	MCPSEWSYS	Moccasin Administrative Compound	MOCCASIN CAMP SEWAGE SYSTEM	Joint	166
167	MCPTECH	Moccasin Administrative Compound	MOCCASIN CAMP TECH SHOP	Joint	167
168	MCPTGSTMPFAC	Moccasin Administrative Compound	MOCCASIN TEMPORARY GUEST ACCOMMODATIONS	Joint	168
169	MCPTOOLRM	Moccasin Administrative Compound	MOCCASIN TOOL ROOM BUILDING	Joint	169
170	MCPUEB	Moccasin Administrative Compound	MOCCASIN Bldg 57	Joint	170
171	MCPWHSE	Moccasin Administrative Compound	MOCCASIN WAREHOUSE & SHOPS BLDG	Joint	171
173	MCPSL	Moccasin Administrative Compound	MOCCASIN CAMP STREET LIGHTS	Joint	173
174	MCPDWS	Moccasin Administrative Compound	MOCCASIN DOMESTIC WATER SYSTEM	Joint	174
175	MCPDWSBFP	Moccasin Administrative Compound	MOCCASIN DOMESTIC WATER SYSTEM BACK FLOW PREVENTER	Joint	175
176	ELECTDVCS	Moccasin Administrative Compound	SMALL ELECTRONIC DEVICES AND EQUIPMENT, MOCCASIN	Joint	176
177	MCPWQ2	Moccasin Administrative Compound	MCP WATER QUALITY BUILDING 2	Water	177
178	MCPWQLABS	Moccasin Administrative Compound	MCP WATER QUALITY LABS	Water	178
179	MPFLOSCADA	Moccasin Powerhouse	MPH PENSTOCK FLOW MTRING SCADA RTU	Power	179
180	MPH	Moccasin Powerhouse	MOCCASIN POWERHOUSE	Power	180
181	MPHAUXCMP	Moccasin Powerhouse	MPH AUX. AIR COMPRESSOR	Power	181
182	MPHCR	Moccasin Powerhouse	MPH MAIN CONTROL ROOM	Joint	182
183	MPHHWT	Moccasin Powerhouse	MOCCASIN POWERHOUSE HOT WATER TANK	Joint	183
184	MPHOILROOM	Moccasin Powerhouse	MPH OIL TREATMENT ROOM	Power	184
185	MPHSTOR	Moccasin Powerhouse	MOCCASIN PH STORAGE BUILDING	Power	185
186	M1	Moccasin Powerhouse	MOCCASIN UNIT #1	Power	186
187	M1PRORLY	Moccasin Powerhouse	MPH UNIT #1 PROTECTIVE RELAYS	Power	187
188	M2	Moccasin Powerhouse	MOCCASIN UNIT #2	Power	188
189	M2PRORLY	Moccasin Powerhouse	MPH UNIT #2 PROTECTIVE RELAYS	Power	189
190	MAX	Moccasin Powerhouse	MPH EXCITERS, GOVERNORS, TAIL RACE AND OTHER	Power	190
191	MAX52BT	Moccasin Powerhouse	52-BT BUS TIE CIRCUIT BREAKER LOCATION	Power	191
192	MAXBRK	Moccasin Powerhouse	MOCCASIN POWERHOUSE CIRCUIT BREAKERS	Power	192
193	MAXBRKSS1	Moccasin Powerhouse	52-SS1 STATION SERVICE CIRCUIT BREAKER LOCATION	Power	193
194	MAXBRKSS2	Moccasin Powerhouse	VILLAGE XFMR 52-SS2 STATION SERVICE LOCATION	Power	194
195	MBRK52S1	Moccasin Powerhouse	52-S1 CIRCUIT BREAKER LOCATION	Power	195
196	MBRK52S2	Moccasin Powerhouse	52-S2 CIRCUIT BREAKER LOCATION	Power	196
197	MPHBATTERY	Moccasin Powerhouse	MPH BATTERY SYSTEM	Power	197
198	MPHDELVAL	Moccasin Powerhouse	MPH DELUGE VALVE SYSTEM	Power	198
199	MPHMCB	Moccasin Powerhouse	MPH MAIN CONTROL BOARD	Power	199
200	MPHPEN	Moccasin Powerhouse	MOCCASIN POWERHOUSE PENSTOCK	Power	200
201	MPRORLY	Moccasin Powerhouse	MPH PROTECTIVE RELAYS	Power	201
202	MSPARES	Moccasin Powerhouse	ALL MPH SPARE EQUIPMENT	Power	202
203	MSY	Moccasin Powerhouse	MOCCASIN SWITCHYARD	Power	203
204	MSYLIGHTS	Moccasin Powerhouse	MSY MERCURY VAPOR LIGHTS	Power	204
205	PWRSCHEDE	Moccasin Powerhouse	MPH POWER SCHEDULING COMPUTERS	Power	205
206	MOCCPWTUS	Moccasin Powerhouse	MOCCASIN POWER TUNNEL SURGE SHAFT	Power	206
207	MPHBYPYS1	Moccasin Powerhouse	MPH GENERATOR BYPASS #1	Power	207
208	MPHBYPYS2	Moccasin Powerhouse	MPH GENERATOR BYPASS #2	Power	208
209	MPHWW	Moccasin Powerhouse	MPH TSOV, SLIDE GATES AT TAILRACE, ETC	Power	209
210	BNVMSCPU	Moccasin Powerhouse	BENTLY-NEVADA VIBRATION MONITORING SYS CENTRAL PRO	Power	210
211	MPHSCADA	Moccasin Powerhouse	MOCCASIN POWERHOUSE SCADA RTU	Power	211
212	PMBSCADA	Moccasin Powerhouse	PG&E MAIL BOX SCADA RTU	Power	212
213	MLHSCADA	Moccasin Administrative Compound	MOCCASIN LOW-HEAD PWR STA SCADA RTU	Power	213
214	MLHVMS	Moccasin Administrative Compound	MOCC. LOWHEAD VIBRATION MONITORING SYSTEM	Power	214
215	MPHVMS	Moccasin Administrative Compound	MPH VIBRATION MONITORING SYSTEM	Power	215
216	MLH	Moccasin Administrative Compound	MOCCASIN LOW HEAD POWER PLANT	Power	216
217	MLHPEN	Moccasin Administrative Compound	MOCCASIN LOWHEAD PENSTOCK	Power	217

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
218	M3	Moccasin Administrative Compound	MOCCASIN LOWHEAD UNIT	Power	218
219	MLHBATTERY	Moccasin Administrative Compound	MOCCASIN LOW-HEAD BATTERY SYS	Power	219
220	MLHMCB	Moccasin Administrative Compound	MOCC LOWHEAD MAIN CONTROL BOARD	Power	220
221	MLHPRORLY	Moccasin Administrative Compound	MLH PROTECTIVE RELAYS	Power	221
222	MLHTS	Moccasin Administrative Compound	MOCCASIN LOW HEAD TELEPHONE SYSTEM	Power	222
223	MPHRESBYP	Moccasin Administrative Compound	MOCCASIN RESERVOIR BYPASS	Water	223
224	MLHPRGCTRL	Moccasin Administrative Compound	MLH PROGRAMABLE CONTROLLER	Power	224
225	MCPFHDWM	Moccasin Administrative Compound	DOMESTIC WATER METERS / HATCHERY	Joint	225
226	MCPBR	Moccasin Administrative Compound	MCP TIMBER BRIDGE / TRASH RACK	Water	226
227	MCPCANAL	Moccasin Administrative Compound	MOCCASIN CANAL	Water	227
228	MCPRES	Moccasin Administrative Compound	MOCCASIN CAMP RESERVOIR	Water	228
229	MOCCLDM	Moccasin Administrative Compound	MOCCASIN LOWER DAM, MOCCASIN	Water	229
230	MOCCUDM	Moccasin Administrative Compound	MOCCASIN CREEK UPPER DIVERSION DAM , MOCCASIN	Water	230
231	MG3SCADA	Moccasin Administrative Compound	MOCCASIN GATE NO. 3 RTU	NA	231
232	FTHTNLJACPU	Moccasin Administrative Compound	MOCCASIN RESERVOIR TURBIDITY SUPPLY JACK PUMP SITE	Water	232
233	KBP	Mountain Tunnel	KIRKWOOD/INTAKE BYPASS SYSTEM	Joint	233
234	MTNTNLDIV	Mountain Tunnel	MOUNTAIN TUNNEL AND ADITS	Joint	234
235	SF	Mountain Tunnel	SOUTH FORK EQUIPMENT & BUILDINGS	Joint	235
236	SFFUEL	Mountain Tunnel	SOUTH FORK FUELING STATION	Joint	236
237	SFOFF	Mountain Tunnel	SOUTH FORK OFFICE BUILDING	Joint	237
238	MT1-2AD	Mountain Tunnel	MTN TNL DIV 1-2 TUNNEL ACCESS	Joint	238
239	MT3-4AD	Mountain Tunnel	MTN TNL DIV 3-4 TUNNEL ACCESS	Joint	239
240	MT5-6AD	Mountain Tunnel	MTN TNL DIV 5-6 TUNNEL ACCESS	Joint	240
241	MT8-9AD	Mountain Tunnel	MTN TNL DIV 8-9 TUNNEL ACCESS	Joint	241
242	MTBIGCRSH	Mountain Tunnel	MTN TNL DIV BIG CREEK SHAFT,	Joint	242
243	MTDSFC	Mountain Tunnel	SOUTH FORK CROSSING	Joint	243
244	MTEIAD	Mountain Tunnel	MTN TNL DIV ACCESS AT EARLY INTAKE	Joint	244
TBD		Mountain Tunnel	Flow Control Facility	Joint	TBD
245	MTPROUT	Mountain Tunnel	Mountain Tunnel Priest Outlet	Joint	245
246	MTSECGROT	Mountain Tunnel	MTN TNL DIV SECOND GARROTE SHAFT,	Joint	246
247	SFDWS	Mountain Tunnel	SOUTH FORK DOMESTIC WATER SYSTEM	Joint	247
248	OSHSCADA	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DAM RTU	Joint	248
249	OSHS	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY STREAM GAUGE	Joint	249
250	OSHWSTN	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY WEATHER STATION	Joint	250
251	OSH	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DAM AND AREA BLDGS.	Joint	251
252	OSHCT	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY COTTAGES	Joint	252
253	OSHEL	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY CAMP ELECTRICAL	Joint	253
254	OSHEQP	O'Shaughnessy Dam and Reservoir/Compou	ALL OSHAUGHNESSY EQUIPMENT	Joint	254
255	OSHDIVTNL	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DIVERSION TUNNEL	Joint	255
256	OSHDM	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DAM	Joint	256
257	OSHDMWELLAU	O'Shaughnessy Dam and Reservoir/Compou	OSH DOMESTIC WELL AUXILIARY BUILDING	Joint	257
258	OSHDWS	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DAM DOMESTIC WTR SYS	Joint	258
259	OSHDWSBFP	O'Shaughnessy Dam and Reservoir/Compou	OSH DOMESTIC WATER BACK FLOW PREVENTERS, OSH	Joint	259
260	OSHDWW	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DOMESTIC WATER WELL SYSTEM, OSH	Joint	260
261	OSHFUEL	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY FUELING STATION	Joint	261
262	OSHG1	O'Shaughnessy Dam and Reservoir/Compou	OSH DAM GALLERY #1	Joint	262
263	OSHG2	O'Shaughnessy Dam and Reservoir/Compou	OSH DAM GALLERY #2	Joint	263
264	OSHGARS	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY GARAGE #5	Joint	264
265	OSHGARS7	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY GARAGE #7	Joint	265
266	OSHRCKSCRN	O'Shaughnessy Dam and Reservoir/Compou	ROCK SCREENING PLANT	NA	266
267	OSHSEWSYS	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY SEWAGE SYSTEM	Joint	267

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
268	OSHSTORE3	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY STORE HOUSE 3	Joint	268
269	OSHSTORE6A	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY STORE HOUSE 6-A	Joint	269
270	OSHWDSHD3A	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY WOODSHED 3-A	Joint	270
271	OSHWH12	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY WAREHOUSE #12	Joint	271
272	OSHWLHSE	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY WELL HOUSE	Joint	272
273	OSHWTRSHED	O'Shaughnessy Dam and Reservoir/Compou	HETCH HETCHY RESERVOIR WATERSHED water quality activities	NA	273
274	OWQSCADA	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY WATER QUALITY RTU	Water	274
275	OLDOKAYD	Facilities West of Moccasin Gate Tower	120/240V-OLD OAKDALE YARD LINE	Joint	275
276	OAKCT	Facilities West of Moccasin Gate Tower	OAKDALE EMPLOYEE COTTAGE	Joint	276
277	OAKDALE	Facilities West of Moccasin Gate Tower	OLD OAKDALE YARD	Joint	277
278	OAKGAR	Facilities West of Moccasin Gate Tower	OAKDALE GARAGE	Joint	278
279	OAKLINE	Facilities West of Moccasin Gate Tower	OAKDALE LINE SHOP BUILDING	Joint	279
280	OAKOFFICE	Facilities West of Moccasin Gate Tower	OAKDALE OFFICE BUILDING	Joint	280
281	OAKWHSE	Facilities West of Moccasin Gate Tower	OAKDALE WAREHOUSE BUILDING	Joint	281
282	CPL	Support Systems, Utilities and Other	2.4KV-CANYON PORTAL LINE	Joint	282
283	CRL	Support Systems, Utilities and Other	22.9KV-CHERRY RIDGE LINE	Joint	283
284	CRLC	Support Systems, Utilities and Other	22.9KV-CHERRY COMP TO RISER ACROSS DAM LINE	Joint	284
285	CRLCH	Support Systems, Utilities and Other	22.9KV-CHERRY COMPOUND LINE	Joint	285
286	HL	Support Systems, Utilities and Other	22.9KV-HOLM LINE	Joint	286
287	ICL	Support Systems, Utilities and Other	22.9KV-INTAKE CAMP LINE	Joint	287
288	INTCMP	Support Systems, Utilities and Other	(OLD) INTAKE CAMP LINE	NA	288
289	INT-OSH	Support Systems, Utilities and Other	22.9KV-INTAKE TO OSH LINE	Joint	289
290	IRL	Support Systems, Utilities and Other	22.9KV-INTAKE RADIO SITE LINE	Joint	290
291	KRT	Support Systems, Utilities and Other	(OLD) KPH TO RIDGE LINE TIE LINE	NA	291
292	MATA	Support Systems, Utilities and Other	MATHER "A" LINE	Power	292
293	MATB	Support Systems, Utilities and Other	2.4KV-MATHER "B" LINE	Power	293
294	MCPA	Support Systems, Utilities and Other	2.4KV-MOCCASIN CAMP "A" LINE	Joint	294
295	MCPB	Support Systems, Utilities and Other	2.4KV-MOCCASIN CAMP "B" LINE	Joint	295
296	MPL	Support Systems, Utilities and Other	2.4KV-MOCCASIN PEAK LINE	Joint	296
297	OAKPORT	Support Systems, Utilities and Other	120/240V-OAKDALE PORTAL LINE	Water	297
298	POLES	Support Systems, Utilities and Other	DISTRIBUTION POLE LINES	Joint	298
299	PRL	Support Systems, Utilities and Other	2.4KV-PRIEST RESERVOIR LINE	Joint	299
300	PRLN	Support Systems, Utilities and Other	PRIEST RESERVOIR COMM/SIGNAL LINE	Joint	300
301	RLT	Support Systems, Utilities and Other	(OLD) RIDGE LINE TIE LINE	NA	301
302	RRLINE	Support Systems, Utilities and Other	120/240V-ROCK RIVER LINE	Water	302
303	SJVHLN	Support Systems, Utilities and Other	120/240V-SAN JOAQUIN VALVE HOUSE LINE	Water	303
304	MAXBRKVT1	Support Systems, Utilities and Other	VILLAGE XFMR 1, CIRCUIT BREAKER, MPH1 LOCATION	Joint	304
305	MAXBRKVT2	Support Systems, Utilities and Other	VILLAGE XFMR 2 CIRCUIT BREAKER LOCATION	Joint	305
306	TESLP	Support Systems, Utilities and Other	12KV-TESLA PORTAL LINE	Water	306
307	INTHSFPWLACV	Support Systems, Utilities and Other	TOP INTAKE HILL/ SOUTH FORK RIVER TOWER LINE ROADS	Joint	307
308	ISYL	Support Systems, Utilities and Other	22.9KV-INTAKE SWITCHYARD LINE	Power	308
309	ISOILFLT	Support Systems, Utilities and Other	TRAILER MOUNTED OIL FILTER	Power	309
310	ISYPLCCOMM	Support Systems, Utilities and Other	ISY POWER LINE CARRIER EQUIP	Power	310
312	ISY	Support Systems, Utilities and Other	INTAKE SWITCHYARD	Power	312
313	ISYB	Support Systems, Utilities and Other	ISY BOGUE UNIT	Power	313
314	ISYBUSTIE	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. BUS TIE	Power	314
315	ISYCRB	Support Systems, Utilities and Other	INTAKE SWITCHYARD CONTROL ROOM/BUILDING	Power	315
316	ISYLIGHTS	Support Systems, Utilities and Other	SWITCHYARD LIGHTS	Power	316
317	ISYLINE1	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 1	Power	317
318	ISYLINE10	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 10	Power	318
319	ISYLINE11	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 11	Power	319

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
320	ISYLINE2	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 2	Power	320
321	ISYLINE2.4	Support Systems, Utilities and Other	INTAKE CAMP LINE 2.4KV	Power	321
322	ISYLINE5	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 5	Power	322
323	ISYLINE6	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 6	Power	323
324	ISYLINE9	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 9	Power	324
325	ISYPRORLY	Support Systems, Utilities and Other	ISY PROTECTIVE RELAYS	Power	325
326	LINE11TWR	Support Systems, Utilities and Other	TRANSMISSION TOWERS, LINE 11	Power	326
327	LINE1-2TWR	Support Systems, Utilities and Other	TOWERS FOR TRANSMISSION LINES 1 & 2	Power	327
328	LINE3-4TWR	Support Systems, Utilities and Other	TRANSMISSION TOWERS, LINES 3 & 4	Power	328
329	LINE5-6TWR	Support Systems, Utilities and Other	TRANSMISSION TOWERS, LINES 5 & 6	Power	329
330	LINE7-8TWR	Support Systems, Utilities and Other	TRANSMISSION TOWERS, LINES 7 & 8	Power	330
331	LINE910TWR	Support Systems, Utilities and Other	TRANSMISSION TOWERS, LINES 9 & 10	Power	331
333	MSYLINE3	Support Systems, Utilities and Other	MSY H.V. LINE 3	Power	333
334	MSYLINE4	Support Systems, Utilities and Other	MSY H.V. LINE 4	Power	334
335	MSYLINE5	Support Systems, Utilities and Other	MSY H.V. LINE 5	Power	335
336	MSYLINE6	Support Systems, Utilities and Other	MSY H.V. LINE 6	Power	336
337	122OSS	Support Systems, Utilities and Other	OAKDALE SUBSTATION (TID)	Power	337
338	CSPRORLY	Support Systems, Utilities and Other	CALAVERUS SUBSTATION PROTECTIVE RELAYS	Power	338
339	CSSPARES	Support Systems, Utilities and Other	ALL CAL SUB SPARE EQUIPMENT	Power	339
340	MID_TID_SUBS	Support Systems, Utilities and Other	NON HETCH HETCHY SUBSTATIONS	Power	340
341	ROP	Support Systems, Utilities and Other	ROP SWITCH ROOM	Power	341
342	STSUB	Support Systems, Utilities and Other	STANDIFORD SUBSTATION, MODESTO	Power	342
343	DAVISSUB	This row not included by SFPUC	DAVIS SUB STATION	NA	343
344	WDCALSUB	Support Systems, Utilities and Other	CALAVERAS SUBSTATION	Power	344
345	ISYSCADA	Support Systems, Utilities and Other	INTAKE SWITCHYARD SCADA RTU	Power	345
346	CALSCADA	Support Systems, Utilities and Other	CALAVERAS SUB SCADA RTU	Power	346
347	ROPREVMTR	Support Systems, Utilities and Other	JEM TWO ELEMENT METER	Power	347
348	ROPREVREC	Support Systems, Utilities and Other	ROP REVNUC METERING RECORDER	Power	348
349	TISSCADA	Support Systems, Utilities and Other	TREASURE ISLAND SCADA RTU	Power	349
350	REVMETERS	Support Systems, Utilities and Other	PROJECT BILLABLE REVENUE METERS	Power	350
351	PRSTSCADA	Priest Regulating Dam and Reservoir	PRIEST RESERVOIR SCADA RTU	Power	351
352	WPVSCADA	Priest Regulating Dam and Reservoir	WEST PORTAL VALVEHOUSE RTU	Power	352
353	PRBYPASS	Priest Regulating Dam and Reservoir	PRIEST BYPASS SYSTEM FROM MTN TUNNEL TO GATE TOWER	Joint	353
354	PRCANAL	Priest Regulating Dam and Reservoir	PRIEST CANAL	Power	354
355	AUXBUIER	Priest Regulating Dam and Reservoir	PRIEST RES. AUXILIARY BUILDING ELECTRICAL ROOM	Joint	355
356	AUXBUIGR	Priest Regulating Dam and Reservoir	PRIEST RES. AUXILIARY BUILDING GENERATOR ROOM	Joint	356
357	AUXBUIMR	Priest Regulating Dam and Reservoir	PRIEST RES. AUXILIARY BUILDING MECHANICAL ROOM	Joint	357
358	PRGTTWRMN	Priest Regulating Dam and Reservoir	PRIEST GATE TOWER MAIN , PRIEST	Power	358
360	PRMCPWLCRCV	Support Systems, Utilities and Other	PRIEST TO MOCCASIN POWER LINE ROADS	Power	360
361	PRSRES	Priest Regulating Dam and Reservoir	PRIEST RESERVOIR	Power	361
362	WESTPORTAL	Priest Regulating Dam and Reservoir	WEST PORTAL EQUIPMENT	Power	362
363	MOCCPWTUN	Priest Regulating Dam and Reservoir	MOCCASIN POWER TUNNEL	Power	363
364	PRIESTCOTT	Priest Regulating Dam and Reservoir	PRIEST COTTAGE	Joint	364
365	PRIESTDM	Priest Regulating Dam and Reservoir	PRIEST DAM	Power	365
366	PRWT1	Priest Regulating Dam and Reservoir	PRIEST DOMESTIC WATER TANK	Joint	366
367	MCPSTORE		MOCCASIN GENERAL STORE BLDG		367
368	KPHASS		KIRKWOOD P.H. AUTO SPRINKLER SYSTEM		368
369	ELSURVCAB		ELEANOR MIGUEL MEADOW SURVEY CABIN		369
370	GRP		(OLD) GRANITE PORTAL LINE		370
371	JONESPOINT		JONES POINT MICROWAVE COMMUNICATION SITE		371
372	JPCSBATA		JONES POINT BATTERY BANK *A* (3 12 VOLT GELL CELL		372

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
373	JPCSBATB		JONES POINT BATTERY BANK *B* (3 12 VOLT GELL CELL		373
374	JPCSBLDG		JONES POINT COMM SITE EQUIP BUILDING		374
375	JPDISH1		JONES PIONT ANTENNA DISH PATH 1 TO DUCKWALL REPEAT		375
376	JPDISH2		JONES PIONT ANTENNA DISH PATH 2 TO INTAKE SWITCHYA		376
377	JPPVCTRLA		JONES POINT PHOTOVOLTAIC CHARGER CONTROL BATTERY B		377
378	JPPVCTRLB		JONES POINT PHOTOVOLTAIC CHARGER CONTROL BATTERY B		378
379	JPSOLPNLA		JONES POINT SOLAR PANNELS *A*		379
380	JPSOLPNLB		JONES POINT SOLAR PANNELS *B*		380
381	JPTOWER		JONES PIONT TOWER STRUCTURE		381
382	JPTXALARM		JONES POINT REPEATER TRANSMIT ALARM UNIT		382
383	MCPTV		MOCCASIN CABLE TELEVISION SYS		383
384	OAKLAND		OAKLAND EQUIPMENT AND BUILDINGS		384
385	BMIS		MAINFRAME COMPUTER IN S.F.		385
386	HH RRAS		ASSETS THAT ARE RETIRED OR NO LONGER IN SERVICE		386
387	SANFRAN		SAN FRANCISCO EQUIPMENT & BUILDINGS		387
388	VALDIV		VALLEY DIVISION EQUIPMENT		388
389	1155MKT		1155 MARKET STREET		389
390	COLLEGE		SF CITY COLLEGE		390
391	MOSCONE		MOSCONE CENTER		391
392	TESCT		TESLA COTTAGE		392
393	TESGAR		TESLA GARAGE		393
394	TESLAFUEL		TESLA PORTAL FUELING STATION		394
395	MOCCPENSRCV	Support Systems, Utilities and Other	MOCCASIN CAMP PENSTOCK SOUTH SIDE ROAD CULVERT	Joint	395
396	PRIESTAUXBUI	Support Systems, Utilities and Other	PRIEST RES. AUXILIARY BUILDING, CONTROL ROOM, SUBS	Joint	396
397	PRIESTDIRDCV	Support Systems, Utilities and Other	PRIEST DIRT ROADS PRIEST CULVERT	Joint	397
398	PRIESTDIRTRD	Support Systems, Utilities and Other	PRIEST AREA DIRT ROADS, PRIEST	Joint	398
399	PRIESTPARDCV	Support Systems, Utilities and Other	PRIEST AREA PAVED ROADS, PRIEST CULVERT	Joint	399
400	PRIESTPAVERD	Support Systems, Utilities and Other	PRIEST AREA PAVED ROADS, PRIEST	Joint	400
401	PRIESTRDS	Support Systems, Utilities and Other	PRIEST AREA ROADS, PRIEST	Joint	401
402	OSHBR	Support Systems, Utilities and Other	OSHAUGHNESSY TIMBER BRIDGE	Joint	402
403	OSHROADS	Support Systems, Utilities and Other	OSH AREA ROADS	Joint	403
404	CSTRGTNACRCV	Support Systems, Utilities and Other	PIPELINE TUNNEL RD. - CULVERTS	Joint	404
405	CSTRGTNLACCR	Support Systems, Utilities and Other	PIPELINE TUNNEL RD. - BIRD RD TO ALAMEDA EAST	Joint	405
406	DRDTOEEMRD	Support Systems, Utilities and Other	POWER LINE ACCESS RD - DIRT ACC. RD TO 2 TOWERS	Joint	406
407	EMRYRDACCRD	Support Systems, Utilities and Other	PIPELINE & PWRLINE ACCESS RD (EMERY RD - BIRD RD)	Joint	407
408	EMRYRDACRDCV	Support Systems, Utilities and Other	PIPELINE & PWRLINE ACCESS RD CULVERTS	Joint	408
409	FRHYPWLACCRD	Support Systems, Utilities and Other	FERRETTI ROAD TO HWY 120 TOWER LINE ROADS	Joint	409
410	FRHYPWLACRCV	Support Systems, Utilities and Other	FERRETTI ROAD TO HWY 120 TOWER LINE ROADS	Joint	410
411	FTDMPRACC	Support Systems, Utilities and Other	MARSHES FLAT TO MOCCASIN PEAK RADIO SITE ROAD ,	Joint	411
412	FTDMPRACCCV	Support Systems, Utilities and Other	MARSHES FLAT TO MOCCASIN PEAK RADIO SITE ROAD ,	Joint	412
413	HYMRPWLACCR	Support Systems, Utilities and Other	HWY 120 TO MERRELL ROAD TOWER LINE ROADS	Joint	413
414	ICPCHEL	Support Systems, Utilities and Other	CHERRY OIL TO ELEANOR ROAD, INTAKE /ELEANOR	Joint	414
415	ICPCHELVCV	Support Systems, Utilities and Other	CHERRY OIL TO ELEANOR ROAD CULVERT	Joint	415
416	ICPCHERRY	Support Systems, Utilities and Other	ROAD FROM INTAKE TO CHERRY VALLEY, EARLY INTAKE	Joint	416
417	ICPCHERRYCV	Support Systems, Utilities and Other	ROAD FROM INTAKE TO CHERRY VALLEY, EARLY INTAKE CULV	Joint	417
418	ICPHILLRD	Support Systems, Utilities and Other	ROAD-INTAKE HILL FROM RED HILLS TO INTAKE	Joint	418
419	ICPHILLRDCV	Support Systems, Utilities and Other	ROAD INTAKE HILLFROM RED HILLS TO INTAKE, CULVERTS	Joint	419
420	ICPHPHRD	Support Systems, Utilities and Other	CHERRY OIL TO HPH ROAD,INTAKE/HPH ROAD	Power	420
421	ICPHPHRDCV	Support Systems, Utilities and Other	CHERRY OIL ROADTO HPH ROAD,INTAKE/HPH ROAD CULVERT	Power	421
422	ICPMATHER	Support Systems, Utilities and Other	ROAD FROM TOP OF INTAKE HILL TO CAMP MATHER	Joint	422
423	ICPREDHILL	Support Systems, Utilities and Other	ROADWAY-HWY120 TO INTAKE HILL EARLY INTAKE	Joint	423

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
424	ICPREDHILLCV	Support Systems, Utilities and Other	ROADWAY-HWY120 TO INTAKE HILL EARLY INTAKE	Joint	424
425	ICPROADS	Support Systems, Utilities and Other	INTAKE/CHERRY/MATHER/ELEANOR AREA ROADS	Joint	425
426	J59RRRPLACRD	Support Systems, Utilities and Other	POWER LINE ACCESS RD - RD J59 TO ROCK RIVER ROAD	Joint	426
428	MCDIRTRDSCV	Support Systems, Utilities and Other	MOCCASIN DIRT ROADS CULVERTS	Joint	428
429	MCPAVERDS	Support Systems, Utilities and Other	MOCCASIN AREA PAVED ROADS	Joint	429
430	MCPAVERDSCV	Support Systems, Utilities and Other	MOCCASIN AREA PAVED ROADS CULVERTS	Joint	430
431	MCPROADS	Support Systems, Utilities and Other	MOCCASIN AREA ROADS	Joint	431
433	MCPRRGCV	Support Systems, Utilities and Other	MOCCASIN TO PRIEST RAILROAD GRADE , MOCCASIN	Joint	433
434	MOCCPENSTSRD	Support Systems, Utilities and Other	MOCCASIN AREA ROADS PENSTOCK SOUTH SIDE MCP	Joint?	434
435	MOCTOMARSFL	Support Systems, Utilities and Other	MOCCASIN TO MARSH FLAT TOWER 239S TOWER LINE	Joint	435
436	MRPCPWLACCRD	Support Systems, Utilities and Other	MERRELL ROAD TO PRIEST TOWER LINE ROADS	Joint	436
437	MRPCPWLACRCV	Support Systems, Utilities and Other	MERRELL ROAD TO PRIEST TOWER LINE ROADS	Joint	437
438	MSJPWLACCRD	Support Systems, Utilities and Other	POWER LINE ACCESS RD - BIRD RD TO MISSION SAN JOSE	Joint	438
439	MT5-6ACRO	Support Systems, Utilities and Other	MOUNTAIN TUNNEL ACCESS ROAD TO 5-6 ADIT	Joint	439
440	MT5-6ACROCV	Support Systems, Utilities and Other	MOUNTAIN TUNNEL ACCESS ROAD TO 5-6 ADIT CULVERT	Joint	440
441	RMBWLACCRD	Support Systems, Utilities and Other	PIPELINE ACCESS RD - RMB TO EMERY RD	Joint	441
442	RMBWLACRDC	Support Systems, Utilities and Other	PIPELINE ACCESS CULVERT RD - RMB TO EMERY RD	Joint	442
443	RMBWPWLACCR	Support Systems, Utilities and Other	POWER LINE ACCESS RD - RMB TO J59	Joint	443
444	RRRLIMPTWLRD	Support Systems, Utilities and Other	POWER LINE ACCESS RD - ROCK RIVER ROAD LIME PIT	Joint	444
446	SFRFRPWLACV	Support Systems, Utilities and Other	SOUTH FORK RIVER TO FERRETTI ROAD TOWER LINE ROADS	Joint	446
447	WESTPORTALRD	Support Systems, Utilities and Other	WEST PORTAL AREA ROADS	Joint	447
448	WILRDTODACRD	Support Systems, Utilities and Other	POWER LINE ACCESS RD - WILMS ROAD TO DIRT ACC. RD	Joint	448
449	WPPAVERDSCV	Support Systems, Utilities and Other	WEST PORTAL AREA PAVED ROADS CULVERT	Joint	449
450	INTHSFPWLACC	Support Systems, Utilities and Other	TOP INTAKE HILL/ SOUTH FORK RIVER TOWER LINE ROADS	Joint	450
451	MARSFLDONPCV	Support Systems, Utilities and Other	MARSH FLAT TO DON PEDRO TOWER 243S TO TOWER 258S	Joint	451
452	MARSFLTODONP	Support Systems, Utilities and Other	MARSH FLAT TO DON PEDRO TOWER 243S TO TOWER 258S	Joint	452
453	MOCMARSFLCCV	Support Systems, Utilities and Other	MOCCASIN TO MARSH FLAT TOWER 239S TOWER LINE	Joint	453
454	MOCMARSFLCV	Support Systems, Utilities and Other	MOCCASIN TO MARSH FLAT TOWER 239S TOWER LINE	Joint	454
455	PRMCPWLACCRD	Support Systems, Utilities and Other	PRIEST TO MOCCASIN TOWER LINE ROADS	Joint	455
456	VDPLACCRD	Support Systems, Utilities and Other	ALL PIPELINE ACCESS ROADS	Joint	456
457	ICPMATHERCV	Support Systems, Utilities and Other	ROAD FROM TOP OF INTAKE HILL TO CAMP MATHER CULVER	Joint	457
458	V-HH-EQP	Support Systems, Utilities and Other	HEAVY EQUIPMENT	Joint	458
459	DWTXALARM	Support Systems, Utilities and Other	DUCKWALL REPEATER TRANSMIT ALARM UNIT	Joint	459
460	MPRRALMRX	Support Systems, Utilities and Other	MPR REPEATER ALARM RECEIVER	Joint	460
461	MPRSCADA	Support Systems, Utilities and Other	MOCCASIN PEAK RADIO SITE RTU	Joint	461
462	SCADA	Support Systems, Utilities and Other	HHWP SCADA SYSTEM	Joint	462
463	SCADAMSTER	Support Systems, Utilities and Other	NEW L&G 6800 SCADA MASTER	NA	463
464	SCADAMSTR	Support Systems, Utilities and Other	SCADA MASTER STATION A & B	NA	464
465	SCADAMSTR-TG	Support Systems, Utilities and Other	SCADA MASTER, NEW TG8000-EMS SCADA	NA	465
466	HHMOCCNET	Support Systems, Utilities and Other	PROJECT NOVELL 386 NETWORK	NA	466
467	BLKNGCARR	Support Systems, Utilities and Other	BLOCKING CARRIER SYSTEMS	Power	467
468	BORCS	Support Systems, Utilities and Other	BURNOUT RIDGE COMMUNICATION SITE	Joint	468
469	BORMICROWAV	Support Systems, Utilities and Other	BURN OUT RIDGE MICROWAVE COMMUNICATION SITE	Joint	469
470	COMM	Support Systems, Utilities and Other	HHWP COMMUNICATION SYSTEMS	Joint	470
471	COMPTREQP	Support Systems, Utilities and Other	COMPUTER EQUIP, ELECTRONIC DEVICES & SECURITY KEYS	Joint	471
472	CTSMICROWAVE	Support Systems, Utilities and Other	CHERRY MICROWAVE COMMUNICATION SITE	Joint	472
473	CVCS	Support Systems, Utilities and Other	CHERRY VALLEY COMMUNICATION SITE	Joint	473
474	DATACOMM	Support Systems, Utilities and Other	DATA COMMUNICATION SYSTEMS	Joint	474
475	DUCKWALL	Support Systems, Utilities and Other	DUCKWALL MICROWAVE COMMUNICATION SITE	Joint	475
476	DWCSBATA	Support Systems, Utilities and Other	COMM SITE BATTERY BANK *A* (5-12 VOLT GELL CELL BA	Joint	476
477	DWCSBATB	Support Systems, Utilities and Other	COMM SITE BATTERY BANK *B* (5-12 VOLT GELL CELL BA	Joint	477

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
478	DWCSBLDG	Support Systems, Utilities and Other	DUCKWALL COMM SITE EQUIP BUILDING	Joint	478
479	DWDISH1	Support Systems, Utilities and Other	DUCKWALL ANTENNA DISH PATH 1 TO JONES POINT REPEAT	Joint	479
480	DWDISH2	Support Systems, Utilities and Other	DUCKWALL ANTENNA DISH PATH 2 TO MOCCASIN PEAK REPE	Joint	480
481	DWPVCTRLA	Support Systems, Utilities and Other	DUCKWALL PHOTOVOLTAIC CHARGER CONTROL BATTERY BANK	Joint	481
482	DWPVCTRLB	Support Systems, Utilities and Other	DUCKWALL PHOTOVOLTAIC CHARGER CONTROL BATTERY BANK	Joint	482
483	DWSOLPNLA	Support Systems, Utilities and Other	DUCKWALL SOLAR PANNELS *A*	Joint	483
484	DWSOLPNLB	Support Systems, Utilities and Other	DUCKWALL SOLAR PANNEL *B*	Joint	484
485	DWTOWER	Support Systems, Utilities and Other	DUCKWALL TOWER STRUCTURE	Joint	485
486	ICPRAD	Support Systems, Utilities and Other	ICP RADIO BUILDING	Joint	486
487	ICPRADIOSITE	Support Systems, Utilities and Other	EARLY INTAKE RADIO SITE	Joint	487
488	IRSMICROWAVE	Support Systems, Utilities and Other	INTAKE MICROWAVE COMMUNICATION SITE	Joint	488
489	MCPMICROWAV	Support Systems, Utilities and Other	MOCCASIN CAMP MICROWAVE COMMUNICATION SITE BUILDING	Joint	489
490	MCPRADST	Support Systems, Utilities and Other	OLD MOCCASIN RADIO STATION BLDG	NA	490
491	MICROCOMM	Support Systems, Utilities and Other	MICROWAVE COMMUNICATION SYSTEMS	Joint	491
492	MPR	Support Systems, Utilities and Other	MOCCASIN PK. RADIO SITE	Joint	492
493	MPRBLDG	Support Systems, Utilities and Other	MOCCASIN PK. RADIO SITE BUILDING	Joint	493
494	MPRFRBBA	Support Systems, Utilities and Other	MPR FLOTROL RECTIFIER BATT BANK A	Joint	494
495	MPRFRBBB	Support Systems, Utilities and Other	MPR FLOTROL RECTIFIER BATT BANK B	Joint	495
496	MPRGEN	Support Systems, Utilities and Other	MOCCASIN PEAK RADIO SITE STAND-BY GENERATOR / LP	Joint	496
497	MPRGENCUC	Support Systems, Utilities and Other	MPR STNBY GENERATOR CTRL UNIT	Joint	497
498	MPRHAL	Support Systems, Utilities and Other	MOCC PEAK RADIO BUILDING HALON SYS	Joint	498
499	OPTICCOMM	Support Systems, Utilities and Other	OPTICAL FIBER COMMUNICATION SYSTEMS	Joint	499
500	PPPCS	Support Systems, Utilities and Other	POOPENAUT PASS COMMUNICATION SITE	Joint	500
501	PPPMICROWAVE	Support Systems, Utilities and Other	POOPANAUNT PASS MICROWAVE COMMUNICATION SITE	Joint	501
502	RADIOCOMM	Support Systems, Utilities and Other	RADIO COMMUNICATION SYSTEMS	Joint	502
503	TELCOMM	Support Systems, Utilities and Other	TELEPHONE COMMUNICATION SYSTEMS	Joint	503
504	TRANFTRIP	Support Systems, Utilities and Other	TRANSFER TRIP SYSTEMS	Power	504
505	WESTPORTCS	Support Systems, Utilities and Other	WEST PORTAL COMMUNICATION SITE	Joint	505
506	PWRLNCARR	Support Systems, Utilities and Other	POWER LINE CARRIER SYSTEMS	Power	506
507	HHKEYS	Support Systems, Utilities and Other	HETCH HETCHY SECURITY KEYS, MOCCASIN	Joint	507
508	WSBSCADA	Facilities West of Moccasin Gate Tower	WARNERVILLE SHOP BLDG RTU	Joint	508
509	WSYSCADA	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD SCADA RTU	Joint	509
510	WSYCRB	Facilities West of Moccasin Gate Tower	WSY CONTROL ROOM/BUILDING, WSY	Power	510
511	WSYCT	Facilities West of Moccasin Gate Tower	WARNERVILLE COTTAGES	Joint	511
512	WSYDWS	Facilities West of Moccasin Gate Tower	WARNERVILLE DOMESTIC WATER SYSTEM , WARNERVILLE	Joint	512
513	WSYFUEL	Facilities West of Moccasin Gate Tower	WARNERVILLE FUELING STATION	Joint	513
514	WSYSHPS	Facilities West of Moccasin Gate Tower	WARNERVILLE SHOPS/OFFICE BUILDING	Joint	514
515	WSY	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD/SUBSTATION	Power	515
516	WSY115KVT1	Facilities West of Moccasin Gate Tower	115KV NUMBER 1 TRANSFORMER BUS	Power	516
517	WSY115KVT2	Facilities West of Moccasin Gate Tower	115KV NUMBER 2 TRANSFORMER BUS	Power	517
518	WSY115KVT3	Facilities West of Moccasin Gate Tower	115KV NUMBER 3 TRANSFORMER BUS	Power	518
519	WSYBUSTIE	Facilities West of Moccasin Gate Tower	WARNERVILLE SW YARD BUS TIE 230KV	Power	519
520	WSYDELG	Facilities West of Moccasin Gate Tower	WARNERVILLE SUB DELUGE SYSTEM	Power	520
521	WSYLINE5	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD H.V. LINE 5	Power	521
522	WSYLINE6	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD H.V. LINE 6	Power	522
523	WSYLINE7	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD 115KV LINE 7	Power	523
524	WSYLINE8	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD 115KV LINE 8	Power	524
525	WSYPGEL2BG	Facilities West of Moccasin Gate Tower	WSY PGE LINE 2 BELLOTA GREGG	Power	525
526	WSYPRORLY	Facilities West of Moccasin Gate Tower	WSY PROTECTIVE RELAYS	Power	526
527	WSYSUMP	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCH YARD SUMP PUMP	Power	527
528	WSYTB1	Facilities West of Moccasin Gate Tower	230KV NUMBER 1 TRANSFORMER BUS	Power	528

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
529	WSYTB2&3	Facilities West of Moccasin Gate Tower	230KV BUS FOR NUMBER 2&3 XFMR	Power	529
530	WSYDWBFP	Facilities West of Moccasin Gate Tower	WARNERVILLE BACK FLOW PREVENTERS, WSY	Joint	530
531	OPVSCADA	Facilities West of Moccasin Gate Tower	OAKDALE PORTAL VALVEHOUSE RTU	Water	531
532	ARVHSCADA	Facilities West of Moccasin Gate Tower	ALBERS RD VALVE HOUSE SCADA RTU	Water	532
533	101PJ4VH	Facilities West of Moccasin Gate Tower	SJPL3 and SJPL4 JUNCTION VALVEHOUSE	Water	533
534	ALBERVH	Facilities West of Moccasin Gate Tower	ALBERS RD VALVE HOUSE	Water	534
535	ALMPORTAL	Facilities West of Moccasin Gate Tower	ALAMEDA EAST PORTAL	Water	535
536	AVH	Facilities West of Moccasin Gate Tower	ALAMEDA VALVE HOUSE #2	Water	536
537	CASHCRVH	Facilities West of Moccasin Gate Tower	CASHMAN CREEK VALVE HOUSE	Water	537
538	CSTRNGTNL	Facilities West of Moccasin Gate Tower	COAST RANGE TUNNEL / TESLA - SUNOL	Water	538
539	EMERYCOAUX	Facilities West of Moccasin Gate Tower	EMERY ROAD CROSSOVER AUX CONTROL BUILDING	Water	539
540	EMERYCOVH	Facilities West of Moccasin Gate Tower	EMERY ROAD CROSSOVER VALVE HOUSE	Water	540
541	FTDBRNAD	Facilities West of Moccasin Gate Tower	FOOTHILL TNL BROWNS TUNNEL ACCESS	Water	541
542	FTDRMBE	Facilities West of Moccasin Gate Tower	FOOTHILL TUNNEL RED MNTN BAR EAST	Water	542
543	FTDRMBSPH	Facilities West of Moccasin Gate Tower	RED MNTN BAR SIPHON , RED MOUNTAIN BAR	Water	543
544	FTDRMBSS	Facilities West of Moccasin Gate Tower	RED MNTN BAR EAST SURGE SHAFT , RED MOUNTAIN BAR	Water	544
545	FTHTNLDIV	Facilities West of Moccasin Gate Tower	FOOTHILL TUNNEL DIVISION	Water	545
546	OAKPORTAL	Facilities West of Moccasin Gate Tower	OAKDALE PORTAL VALVE HOUSES	Water	546
547	PELICANCOVH	Facilities West of Moccasin Gate Tower	PELICAN CROSSOVER VALVE HOUSE	Water	547
548	PELICANXOAUX	Facilities West of Moccasin Gate Tower	PELICAN CROSSOVER AUX CONTROL BUILDING	Water	548
549	PL2THSEAU	Facilities West of Moccasin Gate Tower	SJPL2, THROTTLING STATION #1, AUXILIARY	Water	549
550	PL2THSWAU	Facilities West of Moccasin Gate Tower	SJPL2, THROTTLING STATION #2, AUXILIARY	Water	550
551	RMBGATHOU	Facilities West of Moccasin Gate Tower	RED MOUNTAIN BAR WEST GATE HOUSE, RMB	Water	551
552	RMBSCADA	Facilities West of Moccasin Gate Tower	RED MTN. BAR SLIDE GATE RTU	Water	552
553	ROSELCOAUX	Facilities West of Moccasin Gate Tower	ROSELLE AVE CROSSOVER AUX BUILDING	Water	553
554	ROSELCOVH	Facilities West of Moccasin Gate Tower	ROSELLE AVE. CROSSOVER VALVE HOUSE	Water	554
555	RR	Facilities West of Moccasin Gate Tower	ROCK RIVER	Water	555
556	RRLSCADA	Facilities West of Moccasin Gate Tower	ROCK RIVER LIME PLANT RTU	Water	556
557	SJCSCADA	Facilities West of Moccasin Gate Tower	SAN JOAQUIN PIPELINE CROSS-OVER RTU	Water	557
558	SJPL	Facilities West of Moccasin Gate Tower	SAN JOAQUIN VALLEY PIPELINES	Water	558
559	SJPL2THSE	Facilities West of Moccasin Gate Tower	SAN JOAQUIN PIPELINE 2, THROTTLING STATION #1	Water	559
560	SJPL2THSW	Facilities West of Moccasin Gate Tower	SAN JOAQUIN PIPELINE 2, THROTTLING STATION #2	Water	560
561	SJPL3THS	Facilities West of Moccasin Gate Tower	SAN JOAQUIN PIPELINE 3,4 THROTTLING STATION	Water	561
562	SJVH	Facilities West of Moccasin Gate Tower	SAN JOAQUIN VALVE HOUSE	Water	562
563	SJVHAUXBLDG	Facilities West of Moccasin Gate Tower	SAN JOAQUIN VALVE HOUSE AUXILLARY BUILDING	Water	563
564	SJVSCADA	Facilities West of Moccasin Gate Tower	SAN JOAQUIN VALVEHOUSE RTU	Water	564
565	TESCHLOR	Facilities West of Moccasin Gate Tower	TESLA CHLORINATION BUILDING	Water	565
566	TESGENHSE	Facilities West of Moccasin Gate Tower	TESLA GENERATOR HOUSE	Water	566
567	TESLA-HH	Facilities West of Moccasin Gate Tower	TESLA PORTAL EQUIPMENT AND BLDGS	Water	567
568	TESPORTAL	Facilities West of Moccasin Gate Tower	TESLA PORTAL VALVE HOUSES	Water	568
569	TESPUMPHSE	Facilities West of Moccasin Gate Tower	TESLA PUMPHOUSE	Water	569
570	TPVSCADA	Facilities West of Moccasin Gate Tower	TESLA PORTAL VALVEHOUSE RTU	Water	570
571	TSLDWS	Facilities West of Moccasin Gate Tower	TESLA DOMESTIC WATER SYSTEM	Water	571
572	TSLSEWSYS	Facilities West of Moccasin Gate Tower	TESLA PORTAL SEWAGE SYSTEM	Water	572
573	TUTF	Facilities West of Moccasin Gate Tower	TESLA ULTRAVIOLET TREATMENT FACILITY	Water	573
574	TUVH	Facilities West of Moccasin Gate Tower	TESLA ULTRAVIOLET VALVE HOUSE	Water	574
575	VDHHSHAFT	Facilities West of Moccasin Gate Tower	HETCH HETCHY SURGE SHAFT	Water	575
576	VDOAKOVR	Facilities West of Moccasin Gate Tower	FTHL TNL OAKDALE PORTAL OVERFLOW SHAFT	Water	576
577	VPEDROADT	Facilities West of Moccasin Gate Tower	FOOTHILL TNL PEDRO ACCESS	Water	577
578	VDRMBW	Facilities West of Moccasin Gate Tower	RED MNTN BAR WEST	Water	578

**Amendment 5:
Wholesale Capital Fund
(Sec. 6.08.E; Attachment M-3)**

E. In order to prevent the accumulation of an excessive unexpended and unencumbered ~~surplus balance~~ in the Wholesale Capital Fund, the status of the fund balance will be reviewed through the annual Compliance Audit ~~at five-year intervals~~, commencing in FY 2018-19. The FY 2018-19 Compliance Audit and the Wholesale Customer/BAWSCA review under Section 7.06 shall include Wholesale Capital Fund appropriations, expenditures and interest earnings for FY 2014-15. ~~Any excess fund balance (i.e., an accumulated unexpended, through 2017-18 for the purpose of determining whether a Balancing Account transfer is required. If the June 30 unencumbered amount in excess of ten percent (10%) of the wholesale share of total capital appropriations for New Regional Assets during the five preceding years) will~~ balance of the Wholesale Capital Fund exceeds the lesser of the following: (i) the Target Balance; (ii) the unencumbered remaining cumulative appropriations, the amount of such ~~excess shall~~ be transferred to the credit of the Wholesale Customers to the Balancing Account described in Section 6.05.

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

Amended Attachment M-3 illustrates the ~~operation of this review process, covering FY 2009-10 through FY 2013-14 and FY 2014-15 through 2018-19.~~ for determining the Wholesale Capital Fund balance as of June 30, 2019.

Amended Attachment M-3
Wholesale Capital Fund and Balancing Account Adjustment
Reference Amended Section 6.08E

A. Cash Flow in Wholesale Capital Fund		Original 5 Year True-up Method FYEs 2010-2018									Amended Annual True-Up (FYE 2019 and Beyond)				
		FYE 2010	FYE 2011	FYE 2012	FYE 2013	FYE 2014	FYE 2015	FYE 2016	FYE 2017	FYE 2018	FYE 2019	FYE 2020	FYE 2021	FYE 2022	FYE 2023
1	Beginning Total Balance (1)	-	8,818,323	12,404,275	15,761,658	16,268,065	9,084,304	17,243,583	32,251,212	29,842,765	33,698,785	41,548,944	47,366,205	36,848,850	21,206,239
2	Annual Appropriation (2)	10,476,724	8,636,920	21,737,468	11,285,643	18,668,585	15,432,451	21,138,051	11,184,265	17,847,379	26,424,000	26,420,000	13,210,000	13,210,000	13,210,000
3	Annual Expenditures (3)	(1,778,695)	(5,202,897)	(18,553,119)	(10,916,349)	(5,758,565)	(7,331,312)	(6,245,954)	(13,892,649)	(14,361,409)	(18,089,498)	(16,723,232)	(28,485,215)	(33,563,793)	(22,018,000)
4	Interest Earnings (4)	120,294	151,929	173,034	137,113	180,672	58,140	115,532	299,936	370,050	475,153	664,783	757,859	711,183	409,280
June 30 Balances Before Balancing Account Transfers															
5	Total Balance (5)	8,818,323	12,404,275	15,761,658	16,268,065	29,358,756	17,243,583	32,251,212	29,842,765	33,698,785	42,508,440	51,910,495	32,848,850	17,206,239	12,807,520
6	Amount Encumbered as of June 30 (6)					(1,927,466)					(1,000,000)	(1,000,000)	(1,000,000)	(2,000,000)	(2,000,000)
7	Unencumbered Balance (7)	n/a	n/a	n/a	n/a	27,431,290	n/a	n/a	n/a	n/a	41,508,440	50,910,495	31,848,850	15,206,239	10,807,520
8	Transfer From/(To) Balancing Account (8)	n/a	n/a	n/a	n/a	(20,274,452)	n/a	n/a	n/a	n/a	(959,496)	(4,544,290)	4,000,000	4,000,000	4,000,000
Ending Balances After Balancing Account Transfers															
9	Ending Total Balance (9)	8,818,323	12,404,275	15,761,658	16,268,065	9,084,304	17,243,583	32,251,212	29,842,765	33,698,785	41,548,944	47,366,205	36,848,850	21,206,239	16,807,520
10	Unencumbered Ending Balance (10)	n/a	n/a	n/a	n/a	7,156,838	n/a	n/a	n/a	n/a	40,548,944	46,366,205	35,848,850	19,206,239	14,807,520
B. Calculation of Target Balance															
11	Target WCF Balance (11)					7,156,838					40,548,944	46,366,205	40,559,076	34,346,800	29,062,000
C. Calculation of Remaining Cumulative Appropriation															
12	Cumulative Appropriation Since FYE 2010 (12)	10,476,724	19,113,644	40,851,112	52,136,755	70,805,340	86,237,791	107,375,842	118,560,107	136,407,486	162,831,486	189,251,486	202,461,486	215,671,486	228,881,486
13	Cumulative Expenditures Since FYE 2010 (13)	(1,778,695)	(6,981,592)	(25,534,711)	(36,451,060)	(42,209,626)	(49,540,938)	(55,786,891)	(69,679,540)	(84,040,949)	(102,130,447)	(118,853,679)	(147,338,893)	(180,902,686)	(202,920,686)
14	Total Remaining Cumulative Appropriation (14)					28,595,715	36,696,854	51,588,951	48,880,567	52,366,537	60,701,040	70,397,808	55,122,593	34,768,800	25,960,800
15	Amount Encumbered as of June 30 (15)					(1,927,466)				-	(1,000,000)	(1,000,000)	(1,000,000)	(2,000,000)	(2,000,000)
16	Unencumbered Remaining Cumulative Appropriation (16)		n/a	n/a	n/a	26,668,249	n/a	n/a	n/a	n/a	59,701,040	69,397,808	54,122,593	32,768,800	23,960,800
D. Lesser of Target Balance and Unencumbered Remaining Cumulative Appropriation															
17	Lesser of Target Balance (line 11) and Unencumbered Remaining Appropriation (line 16) (17)										40,548,944	46,366,205	40,559,076	32,768,800	23,960,800
E. Calculation of Excess Fund Balance and Refund to Wholesale Customers Through Balancing Account															
18	Is Unencumbered Balance (line 7) more than line 17? (18)										Yes	Yes	No	No	No
19	Excess WCF Balance (applied as a negative entry on line 8) (19)										959,496	4,544,290	-	-	-
F. Calculation of Deficiency Fund Balance and Charge to Wholesale Customers Through Balancing Account (This Section is Only Applicable in Any Year When Line 18 is No)															
20	Is Unencumbered Balance (line 7) less than line 17? (20)												Yes	Yes	Yes
21	Tentative Amount Before Application of \$4 million cap (21)												8,710,226	17,562,561	13,153,280
22	Is line 21 more than \$4,000,000 maximum? (22)												Yes	Yes	Yes
23	Balancing Account Charge (applied as a positive entry on line 8):												4,000,000	4,000,000	4,000,000

- Notes:
- (1) Beginning Total Balance (encumbered and unencumbered). Equal to the prior year ending total balance after balancing account transfers (line 9).
- (2) Wholesale Share of Revenue Funded Appropriations for Regional capital projects, adjusted for de-appropriations which have been factored into a wholesale revenue requirement, if applicable. FYE 2015 and forward are subject to compliance audit and 7.06 review.
Detail by Regional project in the format used in the 2010 - 2014 true-up to be separately provided.
- (3) Wholesale Share of actual Regional capital expenditures funded from Revenue Funded Capital, determined based on proportionate water use in the year of expenditure. Figures from FYE 15 and forward are subject to 7.06 and compliance audit review.
Detail by Regional project in the format used in the 2010 - 2014 true-up to be separately provided.
The figures in line 3 for FYE 18 and on are for illustrative purposes only.
- (4) Line 1 times the assumptions below for the SFPUC pool rate. FYE 2010 - 2014 figures are actual and tie to the first 5 year review.
- | | | | | | | | | | |
|------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Pool rate assumptions: | 0.640% | 0.670% | 0.930% | 1.240% | 1.410% | 1.600% | 1.600% | 1.930% | 1.930% |
|------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
- (5) Total encumbered and unencumbered balance of the Wholesale Capital Fund before Balancing Account adjustments: Line 1 + line 2 + line 3 + line 4.
- (6) Wholesale Share of the encumbrances for purchase orders or contracts in connection with revenue-funded Regional capital projects; calculated using the proportional annual use of the true-up year. Entered as a negative number.
Not applicable in years with no true-up (FYE 2010-13 and 2015-18). FYE 2014 figure is actual. FYE 2019 and forward are plug numbers included for illustration.
- (7) Unencumbered Balance Before Balancing Account transfers: Line 5 + line 6. FYE 2014 figure is actual. Not applicable (n/a) in years with no true-up (FYE 2010-13 and 2015-18).
- (8) Negative entries represent refunds to the Wholesale Customers through the Balancing Account and are calculated per Section E below, except for 2014 which is actual pursuant to the original 6.08E.
Positive entries represent charges to the Wholesale Customers through the Balancing Account and are calculated per Section F below.
- (9) Total Ending Balance After Balancing Account Transfers = Line 5 + line 8.
- (10) Unencumbered Ending Balance After Balancing Account Transfers = Line 7 + line 8. Must not exceed the amount on line 17, which is the lesser of the Target Balance (line 11) and the Unencumbered Remaining Cumulative Appropriation (line 16).
- (11) Starting in FYE 2019, the Target Balance is calculated by the formula below, where CY represent the Current Year (for which the transfer is being calculated), CY-1 is the prior year, CY-2 is 2 years prior, etc.:
[line 2: CY]*(4/5) + [line 2: CY-1]*(3/5) + [line 2: CY-2]*(2/5) +[line 2: CY-3]*(1/5); rounded to the nearest dollar. The FYE 2014 figure is the actual target balance under the original section 6.08E.
- (12) Cumulative Appropriations Since FYE 2010 = prior year line 12 + current year line 2.
- (13) Cumulative Expenditures Since FYE 2010 = prior year line 13 + current year line 3. Does not include encumbrances.
- (14) Total Remaining Cumulative Appropriation (encumbered and unencumbered) = line 12 + line 13.
- (15) Amount encumbered as of June 30 = line 6. Encumbrances are not cumulative.
- (16) Unencumbered Remaining Cumulative Appropriation = line 14 + line 15.
- (17) Lesser of Target Balance (line 11) and Unencumbered Remaining Cumulative Appropriation (line 16). Used in formulas in line 19 (Section E) and line 21 (Section F), as applicable.
- (18) If Yes, go to line 19 for calculation of the excess unencumbered balance. If No, go to line 20.
- (19) Calculation of Excess Balance: If line 18 = Yes, then line 7 minus line 17. The result appears as a negative amount on line 8.
- (20) If yes, then go to lines 21-23 for calculation of charge to Wholesale Customers.
- (21) Initial step in calculating charge: If line 20 = Yes, then line 17 minus line 7; go to line 22.
- (22) If the result on line 21 is greater than \$4,000,000, then the charge to the Wholesale Customers is capped at \$4,000,000.
- (23) Equal to the lesser of line 21 or \$4,000,000. The result appears as a positive number on line 8.

**Amendment 6:
WSIP Completion Date
(Sec. 3.09; 4.07)**

3.09 Completion of WSIP

San Francisco will complete construction of the physical facilities in the WSIP by December ~~31, 2015~~30, 2021. The SFPUC agrees to provide for full public review and comment by local and state interests of any proposed changes that delay previously adopted project completion dates or that delete projects. The SFPUC shall meet and consult with BAWSCA before proposing to the Commission any changes in the scope of WSIP projects which reduce their capacity or ability to achieve adopted ~~levels~~Level of ~~service goals~~Service Goals and Objectives. The SFPUC retains discretion to determine whether to approve the physical facilities in the WSIP until after it completes the CEQA process as set forth in Section 4.07.

4.07 Retained Discretion of SFPUC and Wholesale Customers

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

1. Develop additional or alternate water resources by the SFPUC or one or more Wholesale Customers;
2. Implement the physical facilities comprising the WSIP by December-~~31, 2015~~; 30, 2021;
3. Approve wheeling proposals by Wholesale Customers;
4. Approve new wholesale customers and water exchange or cost sharing agreements with other water suppliers;
5. Provide additional water to San Jose and/or Santa Clara;
6. Offer permanent status to San Jose and/or Santa Clara;
7. Reduce or terminate supply to San Jose and/or Santa Clara;
8. Provide additional water to Wholesale Customers in excess of the Supply Assurance to meet their projected future water demands; ~~and~~
9. Offer a corresponding volumetric increase in the Supply Assurance. ~~;~~ and
10. Implement the Hetch Hetchy Water and Power projects listed in Attachment R-2.

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

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

**Amendment 7:
Regional Groundwater Storage
and Recover Project (RGSRP)
(Sec. 3.17)**

3.17 Westside Basin ~~Conjunctive Use Program~~ Groundwater Storage and Recovery Project

~~Subject to completion of necessary CEQA review as provided in Section 4.07~~ In August 2014, the SFPUC ~~may~~ approved a WSIP project called the Groundwater Storage and Recovery Project ("Project"), which authorized the SFPUC to enter into an agreement governing the operation of the Project with the ~~cities~~ Participating Pumpers entitled "Agreement for Groundwater Storage and Recovery from the Southern Portion of the Westside Groundwater Basin by and among the San Francisco Public Utilities Commission, the City of Daly City and the City of San Bruno, and the California Water Service Company, South San Francisco Service Area" ("Participating Pumpers") governing the operation of the South Westside Basin ~~Conjunctive Use Program~~ ("Program"), a WSIP Project." ("Project Operating Agreement"), which became effective on December 16, 2014. The ~~Program would produce~~ Project produces Regional benefits for all customers of the Regional Water System by making use of available groundwater storage capacity in the Southern portion of the Westside Basin through the supply of additional surface water ("In Lieu Water") to the Participating Pumpers from the Regional Water System, in exchange for a corresponding reduction in groundwater pumping at existing wells owned by the Participating Pumpers. The new groundwater supply that ~~would accrue~~ accrues to storage as a result of delivery of In Lieu Water ~~would then~~ will be recovered from the SFPUC ~~basin storage account~~ Storage Account during water shortages using new ~~SFPUC Regional Program wells~~ Project Facilities or Shared Facilities operated by the Participating Pumpers and the SFPUC. ~~Program~~ Project mitigation capital costs and annual Project operations and maintenance expenses and water supplies ~~are expected to~~ shall be allocated as follows:

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

B. All In Lieu Water delivered to the Participating Pumpers shall be considered a delivery of water to storage and shall not be construed to affect or increase the Individual Supply Guarantees of these ~~wholesale customers~~ Wholesale Customers or to otherwise entitle them to any claim of water in excess of their Individual Supply Guarantees ~~or their Interim Supply Allocations. Furthermore, Environmental Enhancement Surcharges authorized under Section 4.04 will not be applied by the SFPUC to any quantity of In Lieu Water that is delivered~~

~~to the Participating Pumps, but will instead be based solely on Participating Pumper water deliveries in excess of their respective Interim Supply Allocations.~~

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

C-D. Any operation and maintenance expenses incurred by the Participating Pumps and the SFPUC that are related to the operation of ~~Regional Program wells~~Project Facilities and ~~related assets~~Shared Facilities for Project purposes shall be included as Regional pumping expenses under Section 5.05.B of this Agreement and included as part of the Wholesale Revenue Requirement. For rate setting purposes, estimated ~~Regional Program~~Project operation and maintenance expenses shall be used as set forth in Section 6.01- of this Agreement. Operation and maintenance expenses associated with the Participating Pumps' ~~existing wells~~Existing Facilities that do not provide Regional benefits shall not be included in the Wholesale Revenue Requirement. On a case-by-case basis, the SFPUC may include ~~Participating Pumper existing well~~ operation and maintenance expenses associated operation of the Participating Pumps' Existing Facilities in the Wholesale Revenue Requirement provided that such expenses (1) are solely attributable to ~~Regional Program~~Project operations for a Regional benefit and (2) are not caused by the Participating Pumper's failure to operate and maintain its existing wells in a reasonable and prudent manner consistent with water utility industry standards. The SFPUC shall provide the Wholesale Customers with copies of Project

Operation and Maintenance Expenses documentation provided by the Participating Pumps under Section 9.2 of the Project Operating Agreement.

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

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

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

3. Operations and maintenance expenses incurred by the SFPUC in maintaining Project mitigation assets described in the Project MMRP shall be considered

Regional transmission and distribution expenses under Section 5.05.D of this Agreement. Well pumping expenses that are required to be paid by the SFPUC in the agreements with the Irrigation Well Owners shall be considered Regional pumping expenses under Section 5.05.B of this Agreement.

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

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

E.G. The SFPUC may direct the Participating Pumpers to recover water from the SFPUC ~~basin storage account~~ Storage Account for any type of shortage referenced in Section 3.11- of this Agreement. Water recovered from the SFPUC ~~basin storage account~~ Storage Account using ~~Regional Program wells~~ Project Facilities and Shared Facilities may be used for (1) the benefit of all Regional Water System customers; (2) Retail Customers; or (3) one or more of the Participating Pumpers. The Wholesale Revenue Requirement shall only include operation and maintenance expenses incurred due to the operation of ~~Program wells for Regional benefits~~ Project Facilities and Shared Facilities for Regional benefits, including expenses incurred due to compliance with mitigation measures in the Project MMRP.

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

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

1. Any water remaining in the SFPUC ~~Regional storage account~~Storage Account shall be used for the benefit of all customers of the Regional Water System;
2. Outstanding eligible operation and maintenance expenses, including costs incurred during recovery of remaining stored water, will be allocated as provided in this ~~section~~Section 3.17 of this Agreement; and
3. ~~The~~ If Project Facilities are no longer capable of being used for a Regional benefit, the Wholesale Customers will be credited with their share of proceeds from disposition of ~~Program facilities~~Project Facilities or reimbursed their share of such capital costs for any ~~Program facilities~~Project Facilities which are retained by the SFPUC for Direct Retail benefit and not used for the benefit of the Wholesale Customers, on the basis of (a) original cost less depreciation and outstanding related Indebtedness or (b) original cost less accumulated depreciation for revenue funded ~~Regional Program facilities~~Project Facilities.

J. In the event that a Participating Pumper establishes the occurrence of a force majeure event as defined in the Project Operating Agreement, the SFPUC may enter into negotiations with the Participating Pumper to take over the operation of the portion of any Shared Facilities used for Project purposes for continued Regional use. If the SFPUC cannot reach agreement regarding the continued use of Shared Facilities for ongoing Regional benefit, the Participating Pumper shall reimburse the SFPUC and the Wholesale Customers for their respective shares of previously incurred Project capital costs used to upgrade the Shared Facilities on the basis of (a) original cost less depreciation and outstanding related Indebtedness or (b) original cost less accumulated depreciation for revenue funded Shared

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