

# Franchise Compliance Review Committee Report

COMPLIANCE PERIOD: JULY 8, 2023 TO JULY 7, 2025

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## 1. Introduction

The City of San Diego's franchise agreements with San Diego Gas & Electric (SDG&E) represent critical public-private partnerships affecting over 1.4 million residents. These agreements grant SDG&E the right to use public rights-of-way to deliver electricity and gas while establishing financial obligations that generate millions in annual City revenue, accountability mechanisms for utility operations, and commitments to advance climate action goals and equitable distribution of environmental benefits.

For ratepayers, these biennial compliance reviews should provide essential accountability, ensuring SDG&E fulfills contractual obligations regarding franchise fee payments, utility undergrounding projects, energy efficiency programs, and administrative service quality standards. The review process examines whether the utility meets commitments in these areas while creating a public forum for community feedback to City Council.

The agreements govern substantial financial commitments, climate action through the Energy Cooperation Agreement (ECA), infrastructure improvements, including utility undergrounding, and preserve the City's future options, including the right to void automatic renewal of the Franchise Agreements or pursue municipalization. The committee forum should be a venue to ensure transparency and help shape long-term energy policy decisions.

### 1.1 Overview of the Franchise Agreements

The franchise agreements encompass four interconnected components: the Electric Franchise Agreement and the Gas Franchise Agreement (collectively, the "Franchise Agreement"); the Administrative Memorandum of Understanding ("Admin MOU"), the Utility Undergrounding MOU ("Undergrounding MOU"); and the Energy Cooperation Agreement ("ECA"). Approved by City Council on June 8, 2021, with an effective date of July 8, 2021, the agreements have primary 10-year terms extending through July 2031, with provisions for automatic renewal for an additional 10 years through July 2041.

The City reserves the right to void automatic renewal no sooner than the ninth year (July 2030) and maintains authority to terminate either franchise to pursue municipalization or other options. This structure contrasts significantly with previous 50-year agreements that concluded June 1, 2021, reflecting a policy shift toward greater City flexibility and more frequent reassessment opportunities.

City Council approved the agreements with a 6-3 vote on May 25, 2021.

### 1.2 Charge of the Franchise Compliance Review Committee (FCRC)

Section 6 of the Franchise Agreements establishes the FCRC as a five-member committee (three City Council appointees, two Mayoral appointees) created by City Council resolution every two years. The Committee must conduct all business through Brown Act-compliant public meetings and establish mechanisms for public communication regarding the franchise agreements.

The FCRC's purpose is 1) to review the independent auditor's report (delivered 60 days before the FCRC report deadline, which is 180 calendar days from the end of each two-year compliance period) and 2) to provide City Council with a recommendation on whether to allow automatic renewal of the secondary 10-year term based on compliance with the Franchise Agreement, Energy Cooperation Agreement, and Undergrounding MOU.

Beyond these explicit mandates, the Committee has embraced additional responsibilities including proactive information gathering through presentations from SDG&E, City staff, other organizations, and the public; substantive inquiry beyond accepting audit findings at face value; developing expertise on franchise terms and utility operations; making information accessible to the public; and providing forward-looking recommendations for continuous improvement of both SDG&E's performance and the oversight process itself.

The Committee interprets its role to assess not only technical compliance but also the effectiveness of franchise provisions in achieving intended policy objectives as presented to the Committee.

Committee Composition: The FCRC for this review period consists of:

Mayor appointees: Matt Brennan  
Linda Lattimore

Council appointees: Cody Hooven  
Satomi Rash-Zeigler  
Corey Albright

The Committee has been supported by staff from the City's Energy Division of the Department of General Services, who provide administrative assistance, prepare materials, coordinate with the auditor and SDG&E, maintain public records, and facilitate Brown Act compliance.

## 2. Activities of the FCRC

### 2.1 Committee Formation and Timeline

The Franchise Compliance Review Committee for the 2023–2025 compliance review cycle was formally convened in March 2025, pursuant to the requirements established in the Electric and Gas Franchise Agreements and implementing ordinances. Committee members were appointed by the City Council and the Mayor, consistent with the City's procedures for advisory bodies.

Following its formation, the Committee established a structured work plan designed to ensure compliance with the 180-day statutory window for reviewing the independent audit results and preparing recommendations to the City Council. Key milestones included:

- March 6, 2025 - Committee Inaugural Meeting
  - Introduction of members; review of the committee's charge; briefing by City staff on the franchise agreements and oversight expectations.
- March-October 2025 -Topic-Specific Briefings
  - A series of presentations was received from City staff, SDG&E, San Diego Community Power (SDCP), members of the previous FCRC, and Crowe, the independent auditing team. Each briefing addressed one component of the Franchise Agreements or associated MOUs, or, in the case of the previous FCRC members, the process of the previous compliance review.
- November 2025 - Final Audit Report Review
  - The independent auditor delivered its Phase 2 audit findings. The Committee evaluated the results and began drafting its report and recommendations.

## 2026 Franchise Compliance Review Committee Report

- December 2025 – February 2026 - Preparation of Final Committee Report
  - Compilation of findings, recommendations, and the Committee’s renewal guidance to City Council.

The Committee met regularly throughout the review period and adhered to all applicable legal requirements regarding transparency and public access. All meetings allowed time for public comment.

### 2.2 Public Meeting Summary

#### Meeting Schedule and Format

Between March 2025 and February 2026, the Committee held 12 publicly noticed meetings. These meetings were conducted in hybrid formats to enhance public accessibility. However, only committee members present were recognized and allowed to vote.

- All meetings were noticed and conducted in compliance with the Brown Act, including:
  - Posting Agendas: All meeting agendas were posted at least 72 hours in advance, allowing the public adequate notice to prepare and participate.
- Real-time Public Comment: The agenda allowed for real-time public comment, enabling community members to express their opinions and ask questions during the meeting.
- Accessible Meeting Locations: Meetings were held in locations that were accessible to all individuals, ensuring that everyone had the opportunity to attend and participate.

#### Public Accessibility Measures

To ensure meaningful public participation:

- Agendas, presentations and supporting documents were posted on the City’s website prior to each meeting.
- Meeting recordings were posted promptly after each session.
- Written public comments were accepted.

#### Recording and Posting

Video recordings, slide decks, and meeting minutes for each session were publicly posted on the City’s SDG&E Franchise webpage.

### 2.3 Information-Gathering Activities

Throughout the review period, the Committee conducted extensive information gathering to evaluate SDG&E’s compliance with the Administrative MOU, the Utility Undergrounding Program MOU and the Energy Cooperation Agreement. The Committee reviewed the following categories of information:

#### Documents Reviewed

A consistent set of materials was reviewed at or prior to each meeting, including:

- SDG&E franchise agreement text (Gas and Electric)
- Administrative MOU
- Utility Undergrounding Program MOU

## 2026 Franchise Compliance Review Committee Report

- Energy Cooperation Agreement
- Independent Auditor’s final report and Management letter
- SDG&E program documentation and technical responses to committee questions
- City staff reports and memoranda related to permitting, inspections, undergrounding, street restoration and ECA implementation
- SDCP materials and SDG&E operational interactions
- Public comments--written and oral.

### Presentations Received

The Committee received presentations from:

- **SDG&E Representatives** - Covering undergrounding project processes, safety protocols, permitting coordination, design standards, franchise fee reporting, project timelines and follow-up responses to Committee questions.
- **City Staff** - From General Services, Transportation, Engineering and Capital Projects, Development Services, the City Attorney’s Office, and other divisions overseeing franchise implementation.
- **Independent Auditors (Crowe)** - Presenting audit scope, methodology, interim observations, and final Phase 2 audit findings.
- **San Diego Community Power** - Presenting updates on CCA operations, coordination with SDG&E, and impacts on franchise responsibilities.
- **Other Stakeholders** - When invited, subject-matter experts, neighborhood representatives, and advocacy organizations provided context on undergrounding impacts, right-of-way management, public safety, and energy equity.

### Public Participation

Public comment was a consistent component of the Committee’s meetings. Members of the public submitted written comments and provided oral testimony at meetings on topics such as:

- Energy equity and climate resilience
- Concerns about the potential automatic renewal of the franchise

The Committee considered public input when forming its final recommendations. Public comments are attached in Appendix A.

## 3. Review of the Independent Auditor's Report

### 3.1 Audit Objectives

Crowe LLP (the “Auditor”) was retained to conduct an independent audit of SDG&E’s performance and compliance with the following objectives:

- **Objective 1:** Determine whether SDG&E complied with the requirements outlined in the Franchise Agreements with the City of San Diego for the period of July 8, 2023 through July 7, 2025.
- **Objective 2:** Determine whether SDG&E complied with the requirements outlined in the Admin MOU with the City of San Diego for the period of July 8, 2023 through July 7, 2025.

- **Objective 3:** Determine whether SDG&E complied with the requirements outlined in the Undergrounding MOU with the City of San Diego for the period of July 8, 2023 through July 7, 2025.
- **Objective 4:** Determine whether SDG&E complied with the requirements outlined in the ECA with the City of San Diego for the period of July 8, 2023 through July 7, 2025.

### 3.2 Sample Size and Approach

The objectives in 3.1 guided the Auditor's selection of procedures, sampling, document review, and interviews. The Auditor reviewed several hundred documents provided by SDG&E, including franchise-related financial records, project schedules, design estimates, construction notifications, cost backup, invoices, environmental documentation, and communications with City departments. The sampling approach included a detailed review of 13 Administrative MOU projects and examination of undergrounding projects at 60%, 90%, and construction stages. The Auditor also conducted interviews with SDG&E staff in engineering, permitting, and program management, as well as personnel from multiple City departments. Internal controls related to franchise administration were reviewed for planning purposes but were not tested to support a control assurance opinion. All work adhered to Government Auditing Standards.

The audit was initiated on June 10, 2025 and concluded with the issuance of the Independent Auditor's Report dated October 31, 2025. The process included document collection, interviews, analysis, project sampling, internal control review, and assessment of remediation efforts from the prior audit cycle.

### 3.3 Key Findings from the Audit

The Auditor determined that SDG&E substantially met the requirements of all four agreements during the audit period. Two findings of non-compliance with related internal control deficiencies were identified. Neither finding rose to the level of being significant to the audit objectives overall.

1. Finding #1: Several requirements under the Undergrounding MOU were not met:
  - a. Delays in assigning inspectors and providing required inspection schedules.
  - b. Failure to deliver Construction Baselines for applicable projects.
  - c. Insufficient clarity in identifying and documenting 90% Design Estimates in billing materials.
2. Finding #2: One instance of non-compliance under the Admin MOU was found:
  - a. A project was misclassified as Category 1 rather than Category 2, resulting in a missed pre-construction meeting.

These issues point to opportunities for improved project controls, documentation practices, and internal communication. No material issues were identified under the Electric and Gas Franchise Agreements or the Energy Cooperation Agreement.

### 3.4 Previous Audit Findings Status (“Phase 1”)

**Exhibit 2**  
**Status of Phase 1 Audit Findings**

Finding	Status	Comments
1. Inconsistent Undergrounding Project Cost Estimates	To be determined based on future construction cost estimates	Cost estimates have stabilized since the Phase 1 audit but estimates continue to be at the highest end of the range relative to comparable IOU estimates.
2. Limited Collaboration with the City on SDG&E Undergrounding Construction Project Master Services Agreement (MSA) Evaluation Criteria	Not Remediated	Finding is not relevant to the Phase 2 audit. The same MSA is still active but the recommendation in the Phase 1 audit remains relevant.
3. SDG&E Did Not Comply with Section 6 a) of the Administrative MOU	Remediated	Finding is not relevant to the Phase 2 audit due to an updated Administrative MOU.
4. The City and SDG&E Did Not Comply with Section 2 of the Energy Cooperation Agreement	Remediated	Finding was not relevant to the Phase 2 Audit.

## 4. Committee Recommendations to City Council

### 4.1 Agreement Specific Recommendations

#### Committee Observation

Based on its review of the independent performance audit, supporting materials, and related presentations, the Committee observes that SDG&E demonstrated overall compliance with the Electric and Gas Franchise Agreements, the Administrative Memorandum of Understanding, the Utility Undergrounding Memorandum of Understanding, and the Energy Cooperation Agreement during the audit period.

The noncompliance items identified by the auditor were limited in number, tactical in nature, and isolated to specific circumstances. These issues primarily involved documentation, scheduling, or classification matters and did not reflect systemic noncompliance, recurring trends, or material financial harm to the City. The Committee did not observe patterns suggesting broader breakdowns in governance, internal controls, or intent.

Accordingly, the Committee views the audit results as confirming general compliance while also identifying discrete opportunities for procedural refinement and improved coordination.

#### Committee Recommendation

The Committee recommends that the City continue routine monitoring of franchise compliance while focusing improvement efforts on clarifying expectations, standardizing documentation practices, and reinforcing early coordination between SDG&E and City departments, rather than pursuing corrective actions disproportionate to the nature of the audit findings.

**Administrative MOU**

- a. Address pre-construction meeting compliance and strengthen internal controls for design phase delays
- b. Align Administrative MOU renegotiation timeline with FCRC review cycle
- c. Clarify ‘Duty to Defend’ provisions within the Administrative MOU

**Utility Underground MOU**

- a. Require detailed cost breakdowns, including overhead transparency, and strengthen financial oversight mechanisms.
- b. Establish a regular Undergrounding MOU review mechanism

**Energy Cooperation Agreement (ECA)**

- a. Establish realistic timelines for implementation plans; enhance measurability with concrete targets aligned to CAP
- b. Maintain SDG&E energy efficiency program commitments
- c. Improve tracking and reporting of ECA-specific activities versus non-ECA related activities
- d. Create additional opportunities for public engagement and input prior to ECA execution or modification to enhance transparency.

4.2 Franchise Review Committee Process Improvements

Committee Observation

The Committee notes that several findings from the prior audit cycle have been fully remediated, demonstrating responsiveness by both SDG&E and City departments. Other prior concerns, particularly those related to undergrounding cost variability, have shown measurable improvement, though they remain subject to external factors and long-term project complexity.

The Committee recognizes that not all audit findings are capable of immediate or permanent resolution and that continuous improvement, rather than the absence of all findings, represents a reasonable and appropriate benchmark for long-term franchise oversight.

Committee Recommendation

The Committee recommends continued monitoring of prior audit themes to ensure sustained progress, while acknowledging that some matters require ongoing management rather than one-time corrective action. In addition, the Committee recommends the following process improvements:

- a. Create a plain language summary of all agreements, purpose, process, and timelines for the Committee and the public to better understand.
- b. Align all agreement renegotiation timelines to coincide with the FCRC biennial review cycle to ensure more effective public engagement.
- c. Provide FCRC access to draft audit findings for preliminary review

4.3 Ongoing Oversight Recommendations

Committee Observation

The Committee observed that not all franchise-related activities present equal levels of risk, complexity, or public concern, and that oversight resources should be applied proportionally to areas of greatest impact.

### Committee Recommendation

- a. Establish success criteria beyond basic audit compliance. This should include financial impacts or other impacts to the City, or the constituents in the various Agreements.
- b. Committee should provide all public comment heard during Committee meetings and continue to share those in their report and recommendations to City Council.
- c. Establish structured public input opportunities earlier in agreement negotiation process with a comprehensive timeline showing all agreement schedules
- d. Enhance Phase 2 audit scope to analyze cost drivers, particularly overhead charges in undergrounding projects
- e. Develop a standardized reporting framework across franchise-related agreements to improve consistency, comparability, and ease of review for the Committee, City Council, and the public.

### 4.4 Advice for Future FCRC

#### Committee Observation

The Committee found that clarity of scope, timing, and access to information are critical to enabling volunteer committee members to effectively fulfill their role. Early orientation, realistic timelines, and clear differentiation between audit review responsibilities and broader policy discussions would strengthen future review cycles and improve overall effectiveness.

## 5. Recommendations on the Automatic Renewal of the Secondary Term

### 5.1 Framework for Decision

The Committee recommends that City Council make determinations based on both specific franchise agreements or related MOUs as well as the overall impact and intent of the broader agreement process and structure.

### 5.2 Committee Recommendation

**CONDITION:** All franchise-related agreement renegotiation schedules or processes must be aligned to allow for meaningful public and Council input before agreements are finalized or updated.

The Committee's recommendation is based on the following factors:

- c. **Compliance Assessment:** SDG&E demonstrated compliance with franchise fee payments, Administrative MOU requirements, Utility Undergrounding MOU obligations, and Energy Cooperation Agreement commitments during the review period. While two audit findings were identified, they were characterized as not to be significant to audit objectives.
- d. **Cost and Financial Considerations:** Utility undergrounding costs remain at the high end of the state range, and transparency regarding overhead charges requires improvement. The City receives approximately \$60M annually in franchise fees, which represents a significant source of revenue for the City.
- e. **Progress on Climate Action Plan Goals:** The ECA has resulted in limited progress toward the City's climate goals beyond business-as-usual activities.
- f. **Public Input and Community Concerns:** The Committee received public comment and has incorporated these concerns into its recommendations and assessment. The public comment received by the Committee has been included in Appendix A.

- g. **Alternative Options:** The Committee has considered the City's ongoing municipalization feasibility study and recognizes that conditional renewal would preserve maximum flexibility for future options, and allowing renewal does not preclude future municipalization studies or efforts.

**Conclusion:** Based on the totality of these factors, the Committee believes that conditionally allowing automatic renewal best serves the interests of San Diego ratepayers and supports the City's policy objectives regarding these agreements.

However, while the performance audits demonstrate substantial compliance with the technical requirements of the franchise agreements, the Committee observed, consistent with public comment, that compliance alone does not fully resolve broader concerns regarding affordability, rate impacts, and alignment with the City's long-term policy objectives. Adherence to contractual terms is a necessary condition for renewal, however, the automatic renewal of a long-term franchise agreement also presents a policy judgment for City Council as to whether the agreements, as structured and without amendment, continue to deliver sufficient public value and advance the City's broader interests over time. These considerations extend beyond the scope of the audit framework and the Committee's purview, but are relevant to the Council's renewal determination.

## Appendix A - Public Comment from the Franchise Compliance Review Committee

## San Diego Franchise Compliance Review Committee (FCRC) Public Comments, March 2025 - January 2026

Thursday, March 6, 2025 at 10:00 a.m.

### **Non-Agenda Item**

Public Comment 1 of 1

00:07:38

**Lori Saldaña:** Thank you. It's a sort of deja vu. I think I was at the inaugural meeting of the original committee, and likewise, you were down a person. And so I hope you'll get a new appointment soon, so you'll be fully staffed and ready to go to work. So I'm Lori Saldaña. I represented the city of San Diego in the legislature, worked on AB 32, worked on a lot of issues. At the time, we didn't call it decarbonization, but that is certainly a big issue now. And in fact, there is a new bill passed in September, SB 1221. I think I have the number correct. And even though that has gone into effect, it obviously is so new regarding gas utilities. And just you all know, SDG&E is a subsidiary of Southern California Gas, Sempra. So I want to encourage you to go maybe beyond the framework of the original franchise agreement, because when laws like that go into effect, and having authored and co-authored bills like that, there is some urgency, especially now when we see what's happening with our climate. And I really would love to see San Diego be part of the decarbonization efforts. And I hope that this committee will take a look at how to push that forward with some expediency. We just can't wait. And if I sound a little out of breath, not only was I running late getting here, but now I'm retired. I'm looking at the world we're leaving behind. And we just don't have a lot of time to change the course and adapt and be resilient of what's already happening. So I hope you'll keep that in mind. I'm sure you will. You're all professionals working on this in other areas. So thank you for giving up your time to volunteer on this committee. And I hope your sense, if you have a sense of urgency that is communicated, include things beyond the scope of that original side agreement, because the world is changing quickly. And I think this committee needs to be responsive to that. Thank you.

00:09:42

### **Informational Item: Staff Presentation on the Franchise Agreement**

Public Comment 1 of 1

00:18:45

**Lori Saldaña:** So, thank you for the overview, and I'll just say this, I consider you all part of a side agreement with the franchise, not unlike what happened, and you are old enough as I am to remember, when NAFTA was first passed, and there was a lot of pressure for side agreements because the concern was some of the impacts were not being addressed through the framework that was negotiated in the original agreement, and that's why this came about. Many of us who pushed for this, who didn't like the franchise agreement, we wanted more public transparency, we wanted a chance for more public input, and one of the issues that's come up is energy cooperation, that was also one of those side agreements that I think needs more transparency and public input, it's not administrated, it was designed even though the negotiations are with

the mayor and high-level corporate interests, people deserve a chance to comment, and that has not happened so far. So I'm really happy that this meeting is convening, and that you have been appointed at the timeline that you are, because I think that this is the time for the energy cooperation agreement to be broadcast out to the public at large, and instead of having that transparency as part of that, and I actually was a presidential appointee to serve on one of the NAFTA side agreements, and so we held hearings, we held meetings, it was transboundary, we went into Mexico, all along the border, we really worked hard for transparency to get buy-in over the changes that NAFTA was making, and we broadened our interests, and I hope that you will too, we broadened from beyond water and wastewater to air quality, transportation, and other infrastructure. I think you have an opportunity to do that, and I encourage you to do that, as someone who has chaired a city advisory committee, don't be limited by what's in the framework, because I think you need to really push on what you would like to see, especially on something like decarbonization, changes in law, so I just want to, again, acknowledge the work that you've all taken, the volunteers, and encourage you to work within the framework, but also ensure that public transparency and public opportunities for comments are part of every step along the way. Thank you.

00:20:55

**Informational Item: Staff Presentation on the Revised Energy Cooperation Agreement**

Public Comment 1 of 2

00:46:40

**Lori Saldaña:** Thank you for letting us comment because the idea of public comment is that we really do have a legal right under the Brown Act to do that before deliberations are made by the committee or the council or board. I want to encourage you to ask for more time to go over this and have some input because if you don't, that means that there will be basically two cycles, six years, where you have no input on this and cooperation agreement because of the timing and everyone else, there is an imbalance here. I know they say these are negotiating equally, but the fact is you have people that are paid very well to be here to work on behalf of the corporation that manages the franchise and the city. You are all volunteers. The most valuable thing you have is your time and thank you again for giving that to this committee and to this work, but you need more time to match what is happening here, which is an imbalance, frankly, of power and we see that literally in the fact that this corporation is making nearly a billion dollars a year in profit by charging us the highest utility rates in the country, so there is an imbalance of power and I understand why the staff is giving a rosier picture than that, but the rate payers are not feeling that rosy glow of a balanced negotiation on this, so please ask for more time to review the cooperation agreement. I was at the environmental committee last month where a question was asked of Randy, the gentleman who left earlier, if it had been before the Climate Advisory Board and there was a misdirection there where it was implied that it had been to them and it would go before them again. It had never gone before them on an agenda. It went before them this week. I was at the meeting and they ran out of time to go through a letter, draft a letter to respond. Ask for more time. We would like you to put more time into this. So I hope that you will do that because otherwise, as I say, there will be two cycles of cooperation agreements that go past before people in your position have a chance to review what's going forward. And the

letter to send for development from the Climate Advisory Board, they hope to have that ready and put up for public review and discussion, but they do need support to get more time in this process. I don't understand what the rush is for time compliance, but I think you have the right to have more time. Thank you.

00:49:03

**Informational Item: Staff Presentation on the Revised Energy Cooperation Agreement**

Public Comment 2 of 2

0:49:21

**Dorrie Bruggemann:** Hi, everybody. I'm Dorrie Bruggemann, and I mostly just wanted to make a comment to second what Lori said. I agree that we need more time to look at this. I agree that there's an imbalance and that ratepayers are the ones who are getting the short end. And I was at the Climate Advisory Board meeting yesterday, and I just want to reaffirm, they did run out of time. And there are issues that grassroots groups want to discuss and want to continue to emphasize, and we do need more time to do that. That's all.

00:49:56

**Discussion Item: Committee Workplan - Prioritization of Compliance Areas for Review**

Public Comment 1 of 2

1:12:02

**Lori Saldaña:** Yes, so do you have a hard finish on this committee? A hard end time?

**Megan Ong (City Staff):** Noon.

**Lori Saldaña:** Noon is the hard end time?

**Megan Ong (City Staff):** For today's meeting.

**Lori Saldaña:** Okay, but going forward, I just ask in reference again to time is your biggest asset as committee members. You're not being paid for your time. You're volunteering. And I think it's up to the paid staff, people who are being paid on behalf of this franchise, to be respectful of the fact that you are volunteers. And these timelines were negotiated. It's odd that you mentioned that we don't want to negotiate from the dais. In 2021, when the franchise was negotiated, that's exactly what happened. Council members were making changes to the franchise agreement during the hearing in June 2021. So it's not out of the realm of possibility that things can happen, changes can be made. And, again, I just want to encourage volunteers. I am concerned about the transparency. I am concerned about the timeliness. All of these overlapping timelines may work well for paid staff, but it doesn't always work well for community members. I'm concerned about the fact that, unlike most other Zoom meetings that I participate in, it's impossible to even see how many people are participating. And I think that's valuable information for you all to know who your audience is, because there is an interest in this. I think it's because it's considered a webinar. It's a different format than other Zoom meetings. So, in a time when I see the public being increasingly pushed out of these public-private negotiations, and all the benefits and profits are going in one direction, at a time when the city is a quarter billion dollars in debt, at least, in its current budget situation, this is one of the biggest net outflowing of dollars from our community pockets. And timelines like this, they are arbitrarily created by people that I feel are not necessarily taking into account the reality of

you as volunteers with other to be doing. So I would push very hard for some autonomy in creating this, versus coming up against hard timelines when you haven't been able to hold hearings, get public input, and have your work done in a really thorough manner.

1:14:23

### **Discussion Item: Committee Workplan - Prioritization of Compliance Areas for Review**

Public Comment 2 of 2

**Dorrie Bruggemann**

1:14:38

**Dorrie Bruggemann:** This is less a comment than a request for clarification, if that's okay. The, is the current, as it stands right now in this committee, with the end of March deadline for presenting the ECA to the City Council, is, am I understanding correctly that the ECA, as it stands right now, is what, without any further amendments, is what is being planned to present to the City Council at the end of March?

**Heather Werner (City Staff):** Staff can't respond to public comment, if one of the Council, if one of the committee members wants to repeat that question, they're welcome to, and we can respond at that point.

**Dorrie Bruggemann:** Okay, thank you.

**Megan Ong (City Staff):** Thank you for your comment. I am not seeing anybody else with their hand raised in the queue, so that does conclude public comment.

**Matt Brennan (Committee Member):** Do you want to ask, could we, I don't know if I can ask that question exactly now, though.

**Heather Werner (City Staff):** Sure. So the answer is, there were already amendments in Environment Committee, there are amendments by Council members, when we bring it to the Council, if Council members want to then amend further, but those amendments would have to either send the document back to staff to be negotiated with SDG&E, because SDG&E has to agree to them, or if SDG&E chose to agree live, it would be, those would be amended as part of the resolution to adopt the amended ECA as brought by staff. So if a public comment came up in, just as it did, I mean, there were amendments, there was public comment on the actual content of this version, this coming version, in Environment Committee, we were asked about it, certain, you know, what, those were addressed by staff as to why our recommendation was not to include them, there were other amendments that were, there was change to the language, and that same thing can happen in Council. So the public comment period, to inform Council's action, or anything else, would still be present, just as it would have for any other item that Council took a vote on.

**Corey Albright (Committee Member):** Yeah, for clarity, I mean, I think it's fairly typical that items will have some sort of modification coming out of a committee going to full Council, right, so I think that's fairly normal. So you're saying if, if some of the, you know, there'll be revisions to it, right, that are going to be the full Council version, if there's any kind of amendment to that, it would basically be, I mean, would it be pulling the item, essentially, and then coming back at a future date to Council?

**Heather Werner (City Staff):** So you're saying, so, let's imagine a really dramatic hypothetical to

illustrate the point. Something that I don't, if, say, a Council member decided to say, hey, I, before I adopt the amendments, because I think it comes as a resolution to adopt the amended ECA. That's the actual action record that was passed out. If they wanted to do that, they would then amend the resolution to add language into those amendments to say SDG&E has to cut me a personal check for a million dollars a year, right? Again, purposely using a very hyperbolic example, you know, and SDG&E does not want to agree to that. That is not an amendment. Then we would, then the item would be sent back to staff and we would come back to Council and either, or Council can say, hey, without this amendment, we're not approving these amendments and we would revert back to the current ECA. Again, I specifically use that and highlight it as hyperbolic. No member of Council would actually say that. So but that's effectively either SDG&E could, and I mean, SDG&E will be present so, and they can make comment in response to this. It's in some ways, I wouldn't say it's a joint item, but it's more joint than anything else that you would bring as a direct staff action. You could say, hey, we're willing to continue to discuss this and that comes back. Or they can say, we cannot agree to that term and the Council could vote for it as stands. So no, we're not going to try to amend it that way because then we don't get to an agreement. Or SDG&E can say, they're willing to, you know, and or Council can say, well, without this amendment, we're not accepting any adjustments. And then the action dies and we work under the current ECA. So the ECA does not go away, unlike, like the Admin MOU has a specific set of two-year deadlines. It has a site signatory date and we have to renegotiate it and have it re-executed within two years. The ECA is, hey, around every three years, we need to reopen this and discuss if there need to be changes. But if no changes are made, whatever the last adopted ECA is goes forward, right? Not amending it does not kill the ECA. It just establishes the document as done. Does that answer your question?

**Corey Albright (Committee Member):** Yeah, that makes sense. So if, let's just say for whatever reason, the Council, you know, a particular member wanted to compel some sort of revision into this, where there isn't time to discuss that with the counterpart, would that be still voted on at Council with that appropriate, you know, whatever revision or does it have to be fully agreed upon by them at the time like it's brought forward?

**Heather Werner (City Staff):** So that would be subject to, if SDG&E was willing to accept it on the dais, then the amendment as proposed by the Council member would just be incorporated into the resolution and that would be added to the final adopted document. Correct me if I'm wrong on process here. If SDG&E says we're willing to discuss and negotiate around that, but we'd like further discussion, I believe that would be an action by the Council President to send the item back to staff.

**Corey Albright (Committee Member):** Okay, that's what I was wondering.

**Heather Werner (City Staff):** If none of the other Council members want to adopt that amendment, they're like, no, we don't want that in here, or don't think that's a good idea, or don't think it's worth going back to staff and coming back, they could still, the Council President could still call a vote and have the resolution and amendments as presented by staff adopted and that has to pass by five votes.

2026 Franchise Compliance Review Committee Report - Appendix A

**From:** [City of San Diego Official Website](#)  
**To:** [Commissions Public Comment](#); [Ong, Megan](#)  
**Subject:** [EXTERNAL] Webform submission from: Meeting Agenda Public Comment  
**Date:** Wednesday, March 5, 2025 8:15:47 AM  
**Attachments:** [sdbec-letter-fcrc-eca-sb1221-mar-2025.pdf](#)

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Submitted on Wed, 03/05/2025 - 08:10

**NAME:**  
Ann Feeney

**EMAIL:**

**ADDRESS:**

Del Mar, California 92014

**PHONE NUMBER:**

**BOARD OR COMMISSION:**  
Franchise Compliance Review Committee

**MEETING DATE:**  
2025-03-06

**COMMENT TYPE:**  
Agenda Comment / Closed Session Comment

**AGENDA ITEM NUMBER:**  
7

**COMMENTS:**  
We request that the FCRC recommend that in the ECA, SDG&E be required to submit at least 5 pilot sites located within the city of San Diego for the SB 1221 program (neighborhood decarbonization zones), implemented utilizing a skilled and trained local workforce.

**ATTACHMENTS:**

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[http://url2691.sandiego.gov/ls/click?upn=u001.GU29Y3w697O4BiLuqdc8hqx6Vxig1uceQqynffcGjUyhea7CTkW04-2BviIyvqnlGwVrA0pN-2F6flJ44wJoluNYTA9YNCF3tqhLBqQOsK2IwnxotrkZl6s6m5GJlppaFLb4tgp9vgD-2FI2D3y1PTPslhIMmmqDxIgpnzkhBLMx8rls-3DHaw7\\_qwHip9CwNQF-2FU511xFjb4huji3-2F3LkrikQhGswYqBk1rZ6lyvSlr9j3ahpYrzjz1i1l-2BYyUohX8XuiukrgXU29V5DSIWQuFTJRx38yxznZ12LJNhKNty6oeKwJkZObn98hslSa-2BVTe42KKh3sJNhepZcC1i3ZvPGRB6OEOWIY-2FtZ9iH-2BDCp8V-2BRs3loep4gzJKYTCo-2BaOjV61xym3s8vA-3D-3D](http://url2691.sandiego.gov/ls/click?upn=u001.GU29Y3w697O4BiLuqdc8hqx6Vxig1uceQqynffcGjUyhea7CTkW04-2BviIyvqnlGwVrA0pN-2F6flJ44wJoluNYTA9YNCF3tqhLBqQOsK2IwnxotrkZl6s6m5GJlppaFLb4tgp9vgD-2FI2D3y1PTPslhIMmmqDxIgpnzkhBLMx8rls-3DHaw7_qwHip9CwNQF-2FU511xFjb4huji3-2F3LkrikQhGswYqBk1rZ6lyvSlr9j3ahpYrzjz1i1l-2BYyUohX8XuiukrgXU29V5DSIWQuFTJRx38yxznZ12LJNhKNty6oeKwJkZObn98hslSa-2BVTe42KKh3sJNhepZcC1i3ZvPGRB6OEOWIY-2FtZ9iH-2BDCp8V-2BRs3loep4gzJKYTCo-2BaOjV61xym3s8vA-3D-3D)

**SAN DIEGO BUILDING  
ELECTRIFICATION COALITION**



5 March 2025

To: Members of the City of San Diego Franchise Compliance Review Committee (FCRC)

Subject: 3/6/25 Meeting Item 7: FCRC should Provide Recommendations on the Energy Cooperation Agreement.

We are contacting you on behalf of the [San Diego Building Electrification Coalition](#) (SDBEC). We are an alliance of over 45 community, business, faith, justice and environmental organizations coming together to equitably accelerate electrification in residential and commercial buildings. Building electrification is essential to meeting California and San Diego's ambitious climate goals by reducing greenhouse gas emissions, improving air quality in our homes and buildings and protecting public health.

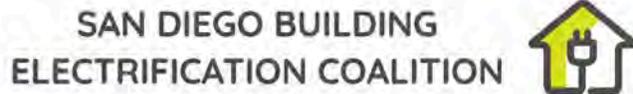
**We request that the FCRC provide recommendations on the Energy Cooperation Agreement (ECA) between the City of San Diego and SDG&E.** This is an opportunity to include community feedback in this agreement that is associated with the Franchise Agreement.

**We specifically request that the FCRC recommend that in the ECA that SDG&E be required to submit at least 5 pilot sites located within the city of San Diego for the SB 1221 program, implemented utilizing a skilled and trained local workforce.**

[SB 1221](#) (2024) provides an opportunity for gas utilities throughout the state to voluntarily participate in up to 30 cost-effective decarbonization pilots in priority neighborhood decarbonization zones. These pilots redirect funding from replacing old gas pipelines to decarbonizing neighborhoods.

These pilots provide numerous benefits:

- 1. Cost savings:** SB 1221 allows SDG&E to implement neighborhood decarbonization projects instead of replacing old gas pipelines, but only if these projects are less expensive. This approach can lead to significant cost savings for both the utility and ratepayers, as electrification or thermal energy networks may be more cost-effective than maintaining aging gas infrastructure.
- 2. Climate benefits:** By transitioning neighborhoods from gas to electric or other zero-emission alternatives, the city can make substantial progress in reducing greenhouse gas emissions from buildings. This aligns with the city's ambitious climate goals and demonstrates local leadership in addressing climate change.
- 3. Improved safety:** Replacing aging gas pipelines with electric infrastructure or thermal networks can enhance public safety by reducing the risk of gas leaks and associated hazards.



- 4. **Economic opportunities:** The transition to zero-emission alternatives can create new job opportunities, particularly in the installation and maintenance of electric appliances or thermal energy networks.
- 5. **Workforce benefits:** The pilot criteria includes a preference for projects that provide prevailing wages and use high road job programs
- 6. **Energy affordability:** SB 1221 aims to create long-term energy affordability for Californians by reducing reliance on volatile natural gas prices and leveraging more stable electricity rates.
- 7. **Equity considerations:** The bill prioritizes benefits to communities of concern, improving air quality in communities historically more significantly impacted.
- 8. **Pilot program advantages:** Participating early gives the city an opportunity to shape the future of building decarbonization and potentially secure additional resources and support.
- 9. **Managed transition:** By participating in SB 1221, the city can ensure a coordinated, neighborhood-scale approach to decarbonization rather than relying on piecemeal individual efforts.
- 10. **Avoiding stranded assets:** As more customers transition to all-electric homes, those remaining on the gas system may face higher costs. Participating in SB 1221 helps mitigate this risk by proactively managing the transition.

As you know, the City of San Diego has ambitious Climate Action targets for reducing natural gas usage in existing buildings:

2030 Target	2035 Target
Phase out <b>45%</b> of natural gas usage from existing buildings	Phase out <b>90%</b> of natural gas usage from existing buildings

Requiring SDG&E to participate in these pilots demonstrates the city's commitment to supporting its climate initiatives and positions it as a leader in the clean energy transition. And it won't cost the city anything during a tough budget year.

SDBEC is urging you to recommend this requirement in the ECA.

Thank you for your consideration on this important issue.

Sincerely,

Ann Feeney, co-chair San Diego Building Electrification Coalition

2026 Franchise Compliance Review Committee Report - Appendix A

**From:** [City of San Diego Official Website](#)  
**To:** [Commissions Public Comment](#); [Ong, Megan](#)  
**Subject:** [EXTERNAL] Webform submission from: Meeting Agenda Public Comment  
**Date:** Wednesday, March 5, 2025 4:55:24 PM  
**Attachments:** [letter-to-fcrc-re-energy-cooperation-agreement.pdf](#)

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Submitted on Wed, 03/05/2025 - 16:48

NAME:  
joyce lane

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San Diego, California 92115

PHONE NUMBER:  
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BOARD OR COMMISSION:  
Franchise Compliance Review Committee

MEETING DATE:  
2025-03-06

COMMENT TYPE:  
Agenda Comment / Closed Session Comment

AGENDA ITEM NUMBER:  
#7

COMMENTS:  
We request that the FCRC provide recommendations on the Energy Cooperation Agreement (ECA) between the City of San Diego and SDG&E.

ATTACHMENTS:

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[http://url2691.sandiego.gov/ls/click?  
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March 3, 2025

To: Members of the City of San Diego Franchise Compliance Review Committee (FCRC)

Subject: March 6, 2025 Meeting Item 7: FCRC should provide recommendations on updates to the Energy Cooperation Agreement

We are contacting you on behalf of SanDiego350, an organization that is building a movement to prevent the worst impacts of climate change and climate injustice through education and outreach, public policy advocacy, and mobilizing people to take action.

**We request that the FCRC provide recommendations on the Energy Cooperation Agreement (ECA) between the City of San Diego and SDG&E. This agreement merits ongoing review and input from the FCRC as well as the public. Specifically, we request that the FCRC recommend that as a part of the ECA SDG&E commit to improving alignment with the City's goals. We have listed a number of recommendations below.**

The Energy Cooperation Agreement between the City and SDG&E states that "...SDG&E has committed to cooperate in good faith on principles and policies for the attainment of the City's Climate Action Plan". Unfortunately, SDGE's "Path to Netzero" (net zero emissions by 2045) is not consistent with the city's CAP goals. Therefore, we suggest stronger measures in the ECA to urge SDG&E to act more consistently in alignment with CAP goals. Importantly in a challenging budget year, each of these recommendations will not only help the City meet its CAP commitments, but each can be met without any cost to the city.

**1. We recommend that as a first step, the goals of SDG&E's "Path to Net Zero" be revised to match those of the City's Climate Action Plan. This would demonstrate a "good faith" effort on the part of SDG&E.**

**2. We recommend that the Energy Cooperation Agreement between the City of San Diego and SDG&E require SDG&E to submit at least 5 pilot sites located within the city of San Diego for the SB 1221 program, implemented utilizing a skilled and trained local workforce.**

There are several benefits to this action:

- Pilot benefits: Participating in this pilot program will help the City **study impacts and best practices of decarbonization** in different communities in our region, in terms of the technical work and the workforce transition. The state has already established a process for conducting these pilots. SDG&E must complete the mapping to comply with legislation, and the PUC will identify priority communities.
- Only projects where neighborhood decarbonization is less expensive than replacing gas pipelines will be approved, creating **cost savings** for the utility and ratepayers.
- Transitioning from gas to electric will allow the City to **advance its Climate Action Plan goals** for reducing greenhouse gas emissions from buildings.
- These pilots (and broader adoption of neighborhood gas phase outs) will **create new green jobs**, and include a preference for projects that provide prevailing wages and use high road job programs.

- The bill prioritizes pilots in communities of concern, to **provide health benefits** such as improved indoor air quality, especially important where there are multiple contributors to poor indoor air quality.
- The pilots **increase safety and reduce the risk of gas leaks** and explosions by replacing aging gas pipelines with electric infrastructure or thermal networks.

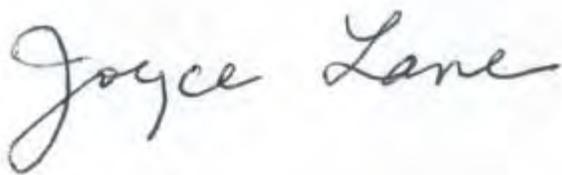
**3. We recommend increased Access to Clean and Renewable Energy: Equity-Focused Solar Expansion.** The Equity-Focused Solar Expansion program has been tremendously successful. We recommend including the amendment adopted by the Environment Committee on February 13, 2025 to increase the commitment of SDG&E shareholder funds from \$1 million annually to \$1,150,000 annually, to account for inflation.

**4. We recommend that there be more concrete activities in the ECA and that there be regular reports on these activities and their implementation.** SDG&E says that they're sensitive to energy costs, but what steps will they take to address these issues? Will they accept less profit to lower their rates? SDG&E had \$1B in profit in 2023. Using a percentage of these profits to lower energy costs, especially for lower income families, would show true cooperation. Another approach could be using rate tiering to lower rates for those who use very little energy.

**5. We recommend that the City require commitments from SDG&E to be more transparent and collaborative in the interests of San Diegans.** For example, adding a requirement that in informational presentations to the City Council or Council Committees, the chair and council members have the opportunity to submit written questions in advance and require that these be addressed in the presentations. As an alternative, if a motion is passed related to unanswered questions during the SDG&E presentation, SDG&E will be required to submit written responses.

Thank you for your consideration of these recommendations. We appreciate the opportunity to submit our comments to the Franchise Compliance Review Committee.

Sincerely,

A handwritten signature in cursive script that reads "Joyce Lane". The signature is written in black ink on a white background.

Joyce Lane  
Board President

Thursday, - April 10, 2025 at 10:00 a.m.

No Public Comments

Wednesday, May 7th, 2025 at 10:00 a.m.

No Public Comments

Wednesday, June 4th, 2025 at 10:00 a.m.

No Public Comments

Wednesday, July 2nd, 2025 at 10:00 a.m. Non-Agenda Item

Public Comment 1 of 1

00:02:47

**Kelli Fitzgerald:** Good afternoon, committee members. My name is Kelli Fitzgerald. I'm with San Diego Gas and Electric, and I just wanted to come introduce myself today and let you know that I do work and my team work on activities around the administrative MOU as well as the undergrounding MOU. So, if you have questions at any point, I understand there was discussion at the last meeting. If there are any questions that you have that I can answer, I'm happy to do so. I'd be happy to come back and present at another meeting or take questions in written form and respond, whatever works for the committee. But, again, just wanted to introduce myself. So, my team handles relocations that are associated with the city's capital infrastructure program or projects. So, we've moved SDG&E facilities to support and accommodate city projects. We also have street lighting and service requests. So, anything from a street light to a traffic signal, anything that needs service in the public right-of-way, my team also handles. And then we also own the underground MOU. So, we have a program manager that manages the surcharge program within the group. So, if you have any questions regarding undergrounding, we're the team that can support you on that as well. So, again, just wanted to introduce myself and make myself available if you have questions. Thank you.

00:04:09

Non-Agenda Item

Public Comment 2 of 2

00:04:55

**Shaun McMahon:** My name is Sean McMahon. I'm also with San Diego Gas and Electric. I just wanted to reiterate what Kelli Fitzgerald was able to say and that we're happy to come in and meet with you or respond to some questions in writing if you'd like to submit them. My group's primarily responsible for the permitting portion of the administrative MOU, so categories 1, 2, 3, and 4 and the projects that are associated with that. The document and the processes are very complex and we take the compliance very seriously and we'd be happy to respond to any questions you have and provide any details. So just reiterating that and we're making ourselves available.

00:05:34

Wednesday, August 13, 2025 at 10:00 a.m.

Passcode: ?N=QgS\$2

Non-Agenda Item

Public Comment 1 of 1

00:05:38

**Lori Saldaña:** Thank you. My name is Lori Saldaña. I'm a lifetime resident of San Diego, which means my family has been spending money on this franchise agreements for my entire life. I wanted to bring to the attention of the committee that a Supreme Court decision recently was settled in favor of the plaintiffs, including the foundation I volunteer with, the Protect Our Communities Foundation. We're a non-profit, and we watch out for ratepayers' interests. We work for ratepayer justice, which in San Diego is quite a challenge to achieve. And what the Supreme Court determined was that the regulations governing, in particular, the solar energy, what's called the Net Energy Meter Agreements, were reached incorrectly. And a few years ago, those rates were changed thanks to lobbying from entities, including SDG&E. So just as a reminder, we do pay the highest electric utility rates in the country. The ratepayers in San Diego subsidize SEMPRA, which is the parent company of San Diego Gas and Electric. And so despite our Climate Action Plan goals, we are essentially funding their lobbying to work against the interests of San Diegans. And the rules that changed limited people's ability to be compensated for the amount of solar, clean, renewable solar power that they generate on rooftop installations and other installations. So I just want to remind members of the committee that the PUC doesn't always get it right. The fact that the Supreme Court accepted our appeal, they take only a very small percentage of requests to be heard before the state court, is significant. And the fact that we had to work this hard, along with other nonprofits, to achieve solar energy justice is significant. And I hope we'll take time to review the case and understand why solar power is so essential for San Diego. Thank you.

00:07:40

Informational Item: SDG&E Presentation

Public Comment 1 of 3

01:20:45

**Serena Pelka:** Good morning, this is Serena Pelka from Climate Action Campaign, where we're fighting for a pollution-free, affordable future. We have several concerns today. Firstly, on slide 7, SDG&E states funding sources for the ECA may include ratepayer funding, and it is absolutely critical that SDG&E not use the ECA as an excuse to further burden San Diego customers with some of the highest rates in the nation. With record profits close to a billion dollars annually, they can manage ECA costs. And as SDG&E presents on their so-called clean energy collaboration, they continue to attack public purpose programs and rooftop solar that do bring clean energy and lower energy costs for our communities. CPUC's recent AB3264 report shows the value of demand-side management programs as they provide a low-cost path to equitably achieve cost savings for customers and reduce total energy consumption and peak demand, which in turn reduces retail rates. So despite these findings, SDG&E continues to fight every

program and state affordability bill that would bring rate relief to San Diego families. There are really too many contradictions to count, including their efforts to block reach codes from moving forward at every step. There is also a clear gap in the ECA on collaboration to support existing building decarbonization, which is the most consequential strategy in the cap for pollution reduction. SDG&E needs to participate in the SB1221 neighborhood decarbonization pilot program in San Diego. With the City of San Diego, Chula Vista, National City, and County of San Diego all identifying their interest in the program at the latest CPUC hearing, SDG&E needs to listen to this feedback, commit to equitable implementation of pilots in these jurisdictions, and make sure that they incorporate this into the ECA as it's a direct alignment with the cap. We think this committee so much for your thoughtful work and for your time, and we hope that you please dig into these issues that further raise cost of living and that are top of mind for San Diegans. Thank you.

01:22:45

Informational Item: SDG&E Presentation

Public Comment 2 of 3

01:22:52

**Lori Saldaña:** Oh, yes, thank you. FYI, the presentation given doesn't match the one on the website. There were some additional pages added. I am a retiree, I am living on a fixed income, but in a previous life I chaired the Assembly Housing Committee, and we knew then that high utility bills are directly related to higher housing costs, and when people have to add expensive monthly utility bills to their mortgage or rental estimates, they have to make really hard choices on what they can afford. So when you make a comment that it's noted that customers can apply for neighbor-to-neighbor when at risk of disconnection, that's the financial equivalent of offering to help someone put out a house fire that you helped start. If you didn't have over \$900 million in annual profits, you could help them more than, as of last year, over 360,000 customers who are behind on their monthly payments. I just don't understand how you can say you're helping people when the bottom line is you are overcharging in order to give your investor-owned shareholders the profits of nearly a billion dollars a year. As for the equitable energy cooperation and affordable housing, I appreciate that new procedures are needed to eliminate roadblocks, but again, the more you charge ratepayers every month, the less housing they can afford. One last comment, the cooperation agreement, all of those meetings were behind closed doors. They weren't publicly noticed. The only stakeholders listed were city departments. Why weren't those meetings noticed for people to participate? I was at an environmental committee meeting when the chairman asked mayoral staff if they could present it to the climate advisory board. He claimed they had a level of discussion. They never did have a level of discussion until after that question was asked. I encourage you to be more transparent and post the meetings that you're having for the public to participate. Thank you.

01:24:56

Informational Item: SDG&E Presentation

Public Comment 3 of 3

01:25:05

**Dorrie Bruggemann:** Hello, my name is Dorrie Bruggemann. I live in the city of San Diego, and I'm also here representing San Diego 350, which represents 8,000 members across the county of San Diego. Firstly, on a personal note, I just want to say I don't support this franchise. I'm sure people have put a lot of work into these projects, and obviously a lot of work into this presentation, but I find it to be a distraction. The money that is being put back into the community through these programs is a drop in the bucket compared to the millions extracted every day from San Diegans. The analogy of offering to put out a fire that you helped start is a good one, and I do want to second everything that both Serena and Lori made in their comments. So just a reminder that a fourth of San Diegans can't pay their bills, and because of that, they are in debt by \$600 or more. And I would just really like to recommend to this committee that we prioritize impact over intent. There is a lot of intent in this presentation by SDG&E, but not a lot of comparison to the harm caused by SDG&E's business practices and lobbying. I would love to have a third-party presentation to compare to this one about the actual impact of these programs compared to SDG&E's business practices and lobbying. I would also like to second that there is a lot of talk about supporting electrification in this presentation, but then why is SDG&E dragging their feet on implementing decarbonization pilot projects through SB 1221? A lot of communities want this. SDG&E has not done the work to conduct information meetings to gauge interest. Ironically, PG&E is actually doing a better job there. And I would also like to second what has been said about transparency. I'd like to hear recommendations from the committee on how we can provide better oversight to the rates that SDG&E is charging. I would like for SDG&E to address the fact that a state auditor found that they are consistently overcharging and requesting higher rates of return than what is necessary. Thank you.

01:27:13

[Monday, September 15th, 2025 at 9:30 a.m](#)

Discussion Item: SDG&E Presentation Response to Committee Follow-up Questions

Public Comments 1 of 1

00:50:17

**Parke Troutman:** Hello, my name is Parke Troutman. I'm with San Diego 350. I have some questions, the comments, the discussion, the review questions, and my original questions that got clipped. In the franchise agreement, SDG&E agrees to cooperate in good faith with the city's desire to accomplish the goals in its cap. But that section has a number of qualifiers like subject to applicable law. So a couple questions about that. What is SDG&E's understanding of how applicable law limits them in cooperating on the cap? Have there been cases where they felt that applicable law hindered or constrained them in their cooperation? Also, the franchise agreement talks about local customer-controlled distributed energy sources. What is SDG&E's understanding of the greatest extent of cooperation that they consider practical and lawful for implementing local customer-controlled distributed energy sources? Also, to the issue that keeps coming up on the timeline, I guess this is to stop.

**Unknown:** Can we take these one at a time?

**Heather Werner (City Staff):** Well, no because the public comment is captured, it's not responded to.

**Unknown:** Oh, it's not.

**Cody Hooven (Committee Member):** But you're allowed to.

**Heather Werner (City Staff):** Yeah, you guys can then repeat or follow up on the question.

**Cody Hooven (Committee Member):** Can I interrupt? So I want you to finish reading and then I'm going to ask you to go back and read the questions slowly so we can write them down. But go all the way through.

**Parke Troutman:** So the next point is a lot of discussion of the timeline. It would be really nice if there was like a Gantt chart that showed how the different parts of the agreement like stop and started and how they relate to the various iterations of this committee. And when it doesn't work, that would just make it a lot easier. I can try to start doing that myself. I realize I would have to hunt around. But other people should or I would imagine would also benefit from this. And then also a small question. So talking about the negotiations for the category two permits, how is city staff funded for that? With DSD process one permit, there's like a set fee. The applicant pays above that. Is it they get charged like an hourly rate or planner's time. So how do cities, how does the city staff get paid? And thank you.

**Cody Hooven (Committee Member):** Would you mind repeating that a little bit slowly? And I was trying to. I know you're meeting your time, which I don't know that we have to stick to that anyway.

**Parke Troutman:** But OK. So the first chunk was about the cap. And the franchise says the SDG&E and he agrees to cooperate in good faith with the city's desire to accomplish the goals of the cap. But that section has a number of qualifiers. And like subject to applicable law, like say subject to applicable law. So what is SDG&E's understanding of how applicable law limits their ability to cooperate on the cap? And have there been any cases where applicable law has limited them? And then also on the local customer control distributed energy sources. What is the greatest extent of cooperation? SDG&E considers practical law. And then there's requests like a Gantt chart of the timeline.

**Cody Hooven (Committee Member)** And I've asked for that before. I was chuckling at that question because I was i confused too.

**Parke Troutman:** OK. Then just also, how is city staff paid for negotiations on permitting?  
00:54.40

[Wednesday, October 15th, 2025 at 10 a.m.](#)

Non-Agenda Item

Public Comment 1 of 1

00:02:13

**Parke Troutman:** Hello, my name is Parke Troutman. I'm with San Diego 350. I don't want to take time away from the very interesting questions at the end of the presentation, but I just want to request that when items are posted onto the website, if they can be sent to the distribution list. I subscribed to the distribution list twice, but I haven't received anything, and sometimes things are coming up at the last minute. Maybe I haven't, but I feel like I shouldn't have to. Thanks.

00:02:44

2026 Franchise Compliance Review Committee Report - Appendix A

**From:** [Dave Rosenfeld](#)  
**To:** [SuMo Franchise](#)  
**Subject:** [EXTERNAL] Correcting SDG&E's statements regarding rooftop solar  
**Date:** Monday, October 6, 2025 11:52:01 AM  
**Attachments:** [Correcting SDG&E's statements regarding rooftop solar.pdf](#)

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Dear Members of the Franchise Compliance Review Committee,  
Attached is a brief memo intended to address claims recently made by SDG&E to the Committee pertaining to rooftop solar. I hope the information we provide here is useful to you. I would be happy to answer any questions you have. Thank you,  
Dave Rosenfeld



Dave Rosenfeld  
Solar Rights Alliance | Executive Director

- [REDACTED]
- [REDACTED]
- [www.solarrights.org](http://www.solarrights.org)





October 6, 2025

TO: City of San Diego Franchise Compliance Review Committee

FR: Dave Rosenfeld, Solar Rights Alliance Executive Director

**RE: Correcting SDG&E's statements regarding rooftop solar**

Solar Rights Alliance is a nonprofit network of 150,000 California solar users and supporters from across the state, including San Diego. This memo is intended to address SDG&E's recent written response to members of FCRC with respect to rooftop solar.

In a recent memo in response to questions from committee members, SDG&E disingenuously claims to be "a strong proponent of rooftop solar," while making a misleading assertion that rooftop solar owners force non-solar owners to pay higher electricity bills.<sup>1</sup>

The data does not support SDG&E's claims. It is important to our members to ensure that policymakers have the facts about rooftop solar, so they can make good decisions that are in the best interests of the public.

## **Rooftop solar saves all ratepayers money.**

SDG&E's claim about rooftop solar comes from a debunked paper published by a subsidiary of the CPUC called the Public Advocates Office (PAO).

It is important to know that the PAO is not independent. They are funded by the CPUC, their office is at the CPUC, and they are subject to the same regulatory capture as the CPUC itself.

A dozen well-regarded energy economists and experts have [endorsed](#) a [study](#) showing that the PAO made a number of data errors in their paper. When those errors are corrected, it shows that **rooftop solar in fact saved all ratepayers \$1.5 billion in 2024 alone.**

## **Rooftop solar is just like turning off the lights. Both benefit all ratepayers.**

Here's how rooftop solar actually works for the majority of households that got solar before April 2023:

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<sup>1</sup> See SDG&E's [written responses](#) to members of FCRC, p.5

- The solar panels make energy that powers the appliances in the home.
- If the panels make more energy than the home needs, the extra flows to the neighbors.
- SDG&E charges the neighbors for that excess solar energy at the same rate as SDG&E's electricity. SDG&E then credits the solar owner a similar amount.
- Since the solar owner is the one who pays to both produce and deliver the energy, SDG&E doesn't make or lose any money in this transaction.<sup>2</sup>
- The only result: SDG&E delivers less of its own electricity to both the solar owner and their neighbors. This is the same as if the solar owner and the neighbors turned off their lights more often.

## **Using less energy is a good thing.**

The less electricity people buy from SDG&E, the less SDG&E needs to spend on poles and wires and other infrastructure.

Poles and wires are the primary cause of high SDG&E rates. Thus, anything that reduces the need for SDG&E to build more poles and wires ends up benefiting all ratepayers. This includes rooftop solar, energy efficiency, and energy conservation. These powerful tools are too often overlooked and underutilized by leaders in their efforts to get energy prices under control.

Of course, reducing pole and wire spending cuts into SDG&E's profits. They make a guaranteed 8-10% profit from every dollar they spend building new poles and wires. Their incentive is to build as much new infrastructure as possible and advocate for rules that discourage energy conservation and rooftop solar.

We encourage local leaders to look critically at the data and see whether it supports SDG&E's claims.

Contact [info@solarrights.org](mailto:info@solarrights.org) with any questions or to arrange for an in-person briefing.

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<sup>2</sup> SDG&E will likely respond by falsely claiming that the solar owner doesn't pay for the poles and wires. In fact, the average SDG&E solar user more than pays their share of the poles and wires. The average SDG&E solar customer has a monthly utility bill of \$61/month. Roughly \$40 of that covers poles and wires. This is even before adding in the new \$24/month "base service charge".

[Wednesday, November 12th, 2025 at 10:00 a.m.](#)

Discussion Item: Receive Final Independent Auditor Report Public

Comment 1 of 2

00:18:59

**Parke Troutman:** Hello, my name is Parke Troutman. I'm with San Diego 350. I have two questions for the audit team. In the context of this, I've had a chance to read the report in the letter but not study them or anything, so this might just be questions like pointing to two things. So first question is, what I understand of the methodology is like you've described your methodology and then you describe the conclusions and for the places where SDG&E, you believe they're out of compliance, you give descriptions. But what are the tools for the review committee and the public to audit the auditors as far as when you believe they are in compliance? So how could we detect, I guess you'd call it false positive. I'm sure there's a technical term for it. But for example, the franchise says that ratepayer funds should not be used for promotion or lobbying. I don't see that mentioned anywhere. So how do we know how you actually arrive to that conclusion? I get advertisements from SDG&E on YouTube and I'm guessing there's something about how promotion is defined or what part of the money they're coming from, but how am I looking at the audit or your work to be sure that they in fact did not use ratepayer funding? And this is also, I know the ECA is supposed to flesh out the things related to the cap, but in general, it seems like there is, San Diego Gas & Electric is supposed to be supportive of the cap and that's a pretty broad, nebulous term. So how do you operationalize it? How do you define it? Sounds like the first question, false positives question. Second question is, the letter you point out a number of things related to internal processes. For the most part, SDG&E vigorously defends what they've done. And so, for example, on the duty to defend, you have a number of criticisms. Their response is basically, you don't know as much about identification law as you think, and then it's the end. It's a cliffhanger. And the letter says on the first page, you're not going to respond, but could you? Is there anything you can say about SDG&E's responses? Thank you.

00:21:37

Discussion Item: Receive Final Independent Auditor Report

Public Comment 2 of 2

00:22:28

**Linda Lattimore (Committee Member):** I had just wondered, and I had sent a question earlier, I understand that a lot of this was around, I'm going to call it lack of communication on either side on how information should be parlayed back and forth, but what I didn't really understand was the financial impact of any of these things that Crowe listed in terms of loss to the city or anything else. Is that, are those numbers somewhere that we should take into account?

00:22:55

[Monday, December 8th, 2025 at 12:00 p.m.](#)

No Public Comments

Wednesday, January 7th, 2026 at 10:00 a.m.



3900 Cleveland Ave., Ste. A

San Diego, CA 92103

January 5, 2025

Franchise Compliance Review Committee  
City of San Diego

**Re: steps the City must take to make the audit process effective**

Dear committee members:

On behalf of SanDiego350, I would like to highlight three concerns related to the mission of the Franchise Compliance Review Committee, namely:

1. The Franchise Compliance Review Committee is not empowered to carry out its mandate.
2. The audit does not include sufficient information to evaluate its findings.
3. The FCRC's mandate should more explicitly address the fundamental problems of the franchise agreement, namely that the franchise falls short of the City's goals and San Diego Gas & Electric pursues its own interests at the expense of the City and its residents.

SanDiego350 is a grassroots organization that works to prevent the worst impacts of climate change and climate injustice through education and outreach, public policy advocacy and mobilizing people to take action. We represent over 8,500 supporters across San Diego County. The franchise agreement between the City of San Diego and San Diego Gas & Electric impacts our mission both because SDG&E pursues actions and policies that directly slow the transition to cleaner energy and its pursuit of profit increases the cost of electricity in the region, which increases the cost of decarbonizing our energy systems and jeopardizes the City's own climate goals.

**The Franchise Compliance Review Committee is not empowered to fulfill its mandate**

The FCRC operates for roughly six months out of every two-year review period. This does not lead to the creation of any institutional memory. More glaringly, the life cycle of the FCRC does not correspond to the cycles of the Administrative MOU and the Energy Cooperation Agreement (ECA) that accompany the franchise agreement. This substantially undermines the value of the FCRC's work if new iterations of those documents are being negotiated and approved simultaneously with the FCRC's review of past compliance.

**The audit that the Franchise Compliance Review Committee is tasked to evaluate does not give them sufficient information to do so**

The purpose of the FCRC is to review the third-party audit of the franchise compliance — that is, to watch the watchmen. The way that Crowe LLP has written its audit makes this impossible. The audit describes its scope and methodology and then jumps to the ways in which SDG&E fell short of compliance. The committee has no way of telling how the auditors reached their conclusions, making it impossible for them to evaluate SDG&E's compliance. Instead, they are left with seemingly random points of criticism of SDG&E.

For instance, section 4(d) of the franchise agreement says that if SDG&E agrees to give another municipality a higher rate of its gross receipts than it gives to the City of San Diego, it will inform the City and offer to amend the franchise agreement to match that amount. The audit does not discuss any other franchise agreements or lack thereof. Without the auditors explaining their research and findings, the FCRC and the public have no way of knowing what, if anything, the auditors did. (And nothing in Appendix B in the audit, which lists documents reviewed, appears to include information about other municipalities.)

Other areas of the franchise agreement are more open to interpretation, especially around SDG&E's role in implementing the Climate Action Plan. The ECA's language on climate action, energy justice and local hiring (section 12) qualitatively describes commitments by SDG&E to advance the City's goals. The auditors, however, do not explain their criteria for establishing compliance or describe how they applied them, making it impossible for the Franchise Compliance Review Committee to fulfil its oversight mandate to make their own assessment of SDG&E's compliance.

### **The franchise agreement falls short of the City's goals**

The pointillistic format of the audit makes it difficult to assess what is ultimately the main question before the committee: is this franchise agreement a good deal for residents of the City of San Diego, one worth renewing?

Just looking at the relationship between the franchise agreement and the City's Climate Action Plan, it is hard to see how. Someone reading the franchise agreement could be forgiven for thinking SDG&E would help ensure that the City's goal of having "all electricity used in the City generated from renewable fuels sources by 2035."

Appended to the franchise agreement, however, is another document, the Energy Cooperation Agreement. It specifies what exactly SDG&E has agreed to do to assist with the CAP. It's not much. They're not committing to address climate change in their own practices as much as supply the City with information. The shrinkage in ambition from the franchise agreement to the ECA can be seen with one example. In the franchise agreement, SDG&E agrees that it:

...shall cooperate, subject to Applicable Law, with all the City's efforts to have distributed energy resources located in the City more completely and increasingly integrated with the operation of Grantee's electrical distribution system.

This sounds ambitious, but in the ECA this gets reduced to agreeing to meet twice a year with the City to "explore possible pilot projects..." (Strategy 7(g))

In addition to specific points like this, there's a more basic question: the Climate Action Plan is aiming for net zero in 2035, and SDG&E's *Path to Net Zero* aims for 2045. How is this decade gap to be reconciled?

### **San Diego Gas & Electric pursues its goals at the expense of San Diegans**

This gets to the final issue, the proverbial elephant in the room. As has been broached previously at FCRC meetings and public comment, there is a fundamental question of how is the committee supposed to respond to the reality that SDG&E — regardless of whether it technically adheres to the franchise agreement — actively pursues its own corporate interests at the literal expense of City residents.

SDG&E has some of the highest electricity rates in the country.<sup>1</sup> These high rates have real life implications for San Diegans, to the point that *The San Diego Union-Tribune* has an annual review of how many customers are in debt to the company. The newspaper currently estimates between one-fourth and one-fifth of ratepayers are in debt to SDG&E.<sup>2</sup> This puts San Diegans in the position of choosing between paying their utility bill and other necessities of life and hurts the economic competitiveness of local businesses.<sup>3</sup> Furthermore, SDG&E ranks near the bottom of customer satisfaction surveys of utilities in the western United States and is increasingly taking an aggressive approach to its own workforce.<sup>4,5</sup>

SDG&E does not look to create mutually beneficial agreements but to squeeze San Diego. It is opportunistic in its actions and its public rationales for them.

- At its December 17, 2025 [presentation](#) to San Diego's City Council, SDG&E executives mentioned that a Public Utilities Commission wildfire mitigation decision could increase electricity bills. It did not mention that last year it lobbied the state legislature to increase the amount of wildfire mitigation that it could profit from.<sup>6</sup>
- SDG&E has long campaigned against economically viable rooftop solar. In its 17-page response to this committee about its stance on rooftop solar, SDG&E, however, claimed to be "strong proponents." Untwisting their logic, however, makes it clear that they support rooftop solar on the condition that it not reduce their profits.
- Similarly, according to slide 11 of [City staff's presentation](#) to this committee on July 2, SDG&E rejected the recommendation from the City Council's Environment Committee to increase SDG&E's commitment to Equity-focused Solar Expansion by \$150,000 to account for inflation from

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<sup>1</sup> See the October 2025 Little Hoover Commission report "[The High Cost of Electricity in California](#)," page 4. SDG&E only recently lost its position as having the worst rates in the continental United States to Pacific Gas & Electric.

<sup>2</sup> The latest *Union-Tribune* review is Rob Nikolewski's March 14, 2025 article entitled, "[Our annual look at San Diego customers behind on their utility bills](#)."

<sup>3</sup> See NBC7, "[Gas and electric rates in San Diego to increase next year](#)," December 19, 2025.

<sup>4</sup> See Rob Nikolewski's September 5, 2025 *Union-Tribune* article, "[SDG&E finishes near the bottom of J.D. Power rankings](#)."

<sup>5</sup> See MacKenzie Elmer's *Voice of San Diego* November 3, 2025 article "[SDG&E layoffs spark union backlash](#)."

<sup>6</sup> See Kent Kauss's July 2, 2025 letter to the Assembly Utilities & Energy Committee on behalf of SDG&E taking an "oppose unless amended" position to Senate Bill 254.

2021 to 2024. When asking the California Public Utilities Commission for permission to raise its rates on us, SDG&E argued:

SDG&E requests to include in its revenue requirement the expenses it expects to incur in 2024 for labor, materials, and services. It is necessary to account for the effects of inflation on SDG&E's expenses between 2021 and 2024.<sup>7</sup>

### **Steps the City must take**

In short, SanDiego350 lauds the concept of the Franchise Compliance Review Committee and appreciates the current commissioners asking tough questions of SDG&E. The way audits are conducted, however, needs to be reformed to make audits meaningful and empower the committee to do its job. The City must:

- calibrate the timing of the committee reports to allow them to inform revisions to the MOUs in the franchise agreement,
- require the auditors to justify their conclusions and
- explicitly build into the audit and FCRC processes expansive analyses of whether the franchise agreement benefits San Diegans.

Unless these actions are taken, the City is depriving itself of tools necessary to properly evaluate whether it should continue with its franchise agreement with the City.

Sincerely,

Parke Troutman

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<sup>7</sup> [Prepared direct testimony of Scott Wilder before the California Public Utilities Commission](#), page 4.

Wednesday, February 11th, 2026 at 10:00 a.m.

Ong, Megan

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From: Jaimee Kleinbichler [REDACTED]  
Sent: Friday, January 16, 2026 1:21 PM  
To: SuMo Franchise  
Subject: [EXTERNAL] Urgent: Halt LNG Expansion for a Sustainable Future

\*\*This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.\*\* \_\_\_\_\_

Dear Mayor and Franchise Committee,

As a concerned resident of San Diego, I must express my deep unease regarding Sempra's aggressive push towards expanding LNG exports. This stance is especially troubling given the ongoing climate emergencies and soaring energy costs that burden our community. SDG&E's access to public infrastructure provides the City with significant leverage to enforce a transition to sustainable energy.

I urge you to leverage the upcoming franchise reviews and any renewal discussions to: (1) take a firm stand against Sempra's LNG initiatives, (2) ensure alignment with our Climate Action Plan, and (3) focus on reducing energy bills, promoting building electrification, and securing union-backed clean energy jobs instead of investing in potentially obsolete LNG projects.

Thank you for your attention to these crucial matters.

Sincerely,  
Jaimee Kleinbichler

Ong, Megan

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**From:** Sébastien ARCAYA [REDACTED]  
**Sent:** Friday, January 16, 2026 2:04 PM  
**To:** SuMo Franchise  
**Subject:** [EXTERNAL] Call for Sustainable Energy Solutions in San Diego

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Dear Members of the Franchise Committee,

As a committed advocate for our environment and a resident of San Diego, I am reaching out with deep concern about the expansion of LNG projects by Sempra, the parent company of SDG&E. In a time where climate resilience and affordable energy are paramount, it's crucial to leverage SDG&E's franchise privileges to champion a genuine shift towards sustainable energy solutions.

I urge you to consider the potential of franchise compliance reviews and renewals as opportunities to: (1) resist any increase in LNG projects, (2) align with the City's Climate Action Plan, and (3) emphasize accessible energy solutions, electrification of infrastructure, and the creation of secure, clean-energy jobs that benefit our community.

Let us take bold steps towards a sustainable future.

Kind regards,

Sébastien Arcaya

Sébastien Arcaya.  
[REDACTED]

Ong, Megan

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**From:** Fernanda Muraira <[REDACTED]>  
**Sent:** Friday, January 16, 2026 3:06 PM  
**To:** SuMo Franchise  
**Subject:** [EXTERNAL] Empowering San Diego's Energy Future

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Dear Mayor and Franchise Committee members,

I am reaching out as a resident of San Diego deeply concerned about the path forward for our community's energy infrastructure. As SDG&E's parent company, Sempra, pushes for increased LNG exports, it becomes imperative to consider the impact on our environment and energy costs.

The City holds significant leverage through its oversight of right-of-way access and franchise agreements. This power can be harnessed to advocate for sustainable energy solutions that align with our Climate Action Plan. I urge you to ensure upcoming decisions reflect a commitment to greener alternatives by:

1. Halting LNG expansion proposals that contradict climate and economic priorities.
2. Supporting initiatives that provide energy bill relief and promote electrification.
3. Ensuring the creation of union-backed, clean energy jobs over outdated fossil fuel projects.

United, we can transition towards a sustainable future that protects both our environment and our community's welfare.

Best regards,  
Fernanda Muraira

Ong, Megan

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**From:** Mikayla Williams [REDACTED]  
**Sent:** Friday, January 16, 2026 3:20 PM  
**To:** SuMo Franchise  
**Subject:** [EXTERNAL] Urgent Call to Halt LNG Expansion in San Diego

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Dear Mayor and Franchise Committee Members,

I write to you with a palpable sense of urgency and concern. As a member of the San Diego community, it's deeply troubling to see Sempra, SDG&E's parent company, pressing forward with LNG export projects amidst the looming climate crisis and burgeoning energy costs. Our streets, where SDG&E holds significant franchise privileges, offer a potent opportunity for the City to advocate for a genuine transition from gas reliance, steering clear of enduring fossil fuel ventures.

I urge you to leverage the upcoming franchise compliance reviews and renewal discussions to: (1) stand against Sempra's LNG expansions, (2) enforce stringent alignment with the City's Climate Action Plan, and (3) emphasize relief for energy bills, promote building electrification, and create secure, union-backed clean-energy jobs rather than supporting precarious LNG projects that risk becoming obsolete as global gas demand wanes.

Sincerely,

Mikayla Williams

Ong, Megan

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**From:** Richard Spotts <[REDACTED]>  
**Sent:** Friday, January 16, 2026 5:07 PM  
**To:** SuMo Franchise  
**Subject:** [EXTERNAL] Leverage SDG&E Influence for Sustainable Energy Transition

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Dear Mayor and Franchise Committee members,

I am writing to express my deep concern regarding SDG&E's involvement with Sempra's LNG export initiatives amidst growing climate emergencies and steep energy costs. This is an opportune moment for the City to utilize SDG&E's franchise rights as leverage to demand a shift toward sustainable energy solutions.

I urge you to consider the following actions during the franchise compliance evaluations and renewal discussions:

1. Stand against Sempra's LNG expansion efforts.
2. Ensure strict alignment with our City's Climate Action Plan.
3. Focus on providing relief for energy bills, promoting building electrification, and supporting clean-energy jobs safeguarded by unions, over projects that might result in stranded assets due to declining global demand and prices for natural gas.

Thank you for your leadership and commitment to a cleaner and more sustainable future for our community.

Sincerely,

Richard Spotts

Ong, Megan

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**From:** Red Crystal Phoenix [REDACTED]  
**Sent:** Friday, January 16, 2026 5:49 PM  
**To:** SuMo Franchise  
**Subject:** [EXTERNAL] Prioritize Sustainable Energy for San Diego's Future

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Dear Esteemed Mayor and Franchise Committee Members,

I am writing to express my concerns as a San Diego resident regarding SDG&E's parent company, Sempra, and its focus on expanding LNG export projects. This is happening while our communities are dealing with climate-related challenges and struggling with high energy costs.

The City has a significant opportunity to leverage SDG&E's franchise rights to advocate for a genuine transition from fossil fuels. I urge you to consider the following during franchise compliance reviews and any renewal decisions:

1. Stand against the expansion of LNG by Sempra.
2. Ensure alignment with the City's Climate Action Plan.
3. Focus on reducing energy bills, promoting building electrification, and supporting clean-energy jobs with union protection, which are essential compared to risky LNG ventures that risk becoming obsolete.

Thank you for your attention to this critical issue.

Ong, Megan

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**From:** Ivy Alvarado [REDACTED]  
**Sent:** Friday, January 16, 2026 9:12 PM  
**To:** SuMo Franchise  
**Subject:** [EXTERNAL] Empower San Diego: Transition to Sustainable Energy

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Dear Mayor and Franchise Committee members,

I hope this message finds you well. As a concerned resident of San Diego, I urge you to consider the potential impacts of Sempra's proposed LNG export projects. Our community is increasingly vulnerable to climate challenges, and we face rising energy costs that are unsustainable.

We have a unique opportunity to leverage SDG&E's franchise rights to foster a genuine transition towards sustainable energy. I encourage you to use the upcoming compliance reviews and renewal discussions to: (1) firmly oppose any LNG expansion, (2) uphold the objectives of the City's Climate Action Plan, and (3) focus on initiatives such as bill relief, electrification, and the creation of union-backed clean energy jobs. These actions are crucial to prevent stranded assets and align with the global shift away from fossil fuels.

Thank you for your commitment to a greener, more sustainable future for San Diego.

Kind regards,

Ong, Megan

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**From:** Monika Ribi [REDACTED]  
**Sent:** Friday, January 16, 2026 11:08 PM  
**To:** SuMo Franchise  
**Subject:** [EXTERNAL] Call for Action: Prioritize Clean Energy Over LNG Expansion

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Dear Mayor and Franchise Committee Members,

I am reaching out as a concerned resident of San Diego, deeply worried about the impact of SDG&E's parent company, Sempra's LNG expansion projects. At a time when our community grapples with climate challenges and high energy costs, we must prioritize sustainable solutions.

Leveraging SDG&E's access and franchise rights could be a decisive step for the City to champion a meaningful transition to clean energy. We urge you to use the franchise compliance reviews and renewal decisions to take strong stands against LNG expansion, ensuring compliance with the City's Climate Action Plan, and focusing on essential initiatives like bill relief, building electrification, and creating union-supported clean-energy jobs.

It's crucial that we act now to prevent future stranded assets as the world moves away from gas.

Thank you for considering this pivotal opportunity to lead us toward a sustainable future.

Sincerely,

Monika

Ong, Megan

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**From:** julie coulot <[REDACTED]>  
**Sent:** Saturday, January 17, 2026 1:27 AM  
**To:** SuMo Franchise  
**Subject:** [EXTERNAL] Empower San Diego: Advocate for Sustainable Energy Solutions

**\*\*This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.\*\***

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Dear Mayor and Franchise Committee members,

As a concerned resident of San Diego, I urge you to leverage SDG&E's franchise privileges to champion sustainable energy solutions over the expansion of LNG exports by Sempra. This expansion poses significant risks amidst ongoing climate challenges and burdensome energy costs.

I encourage you to utilize the upcoming franchise compliance reviews and renewal decisions to: (1) stand against further LNG development, (2) ensure alignment with our City's Climate Action Plan, and (3) focus on affordable bills, electrification of buildings, and secure clean-energy jobs that are union-backed, instead of investing in potentially obsolete LNG projects.

Thank you for considering this important matter.

Sincerely,

Envoyé à partir de [Outlook pour iOS](#)

Ong, Megan

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**From:** Simon Drabbé [REDACTED]  
**Sent:** Saturday, January 17, 2026 7:09 AM  
**To:** SuMo Franchise  
**Subject:** [EXTERNAL] Utilize SDG&E Authority to Halt LNG Expansion Risks

**\*\*This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.\*\***

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Dear Mayor and Franchise Committee members,

I hope this message finds you well. As a concerned resident of San Diego, I am deeply troubled by Sempra's continued investment in LNG export projects, especially as our community grapples with climate challenges and steep energy costs. The City holds significant leverage through SDG&E's franchise agreements, which can be used to advocate for a sustainable transition away from fossil fuels.

I urge you to leverage the upcoming franchise compliance reviews and renewal decisions to: (1) take a stand against Sempra's LNG expansion, (2) ensure adherence to the City's Climate Action Plan, and (3) focus on bill relief, building electrification, and creating clean-energy jobs with union protection instead of committing to potentially obsolete LNG ventures.

Thank you for considering these crucial actions.

Sincerely,

Simon Drabbe

Ong, Megan

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**From:** Michelle Casey [REDACTED]  
**Sent:** Saturday, January 17, 2026 8:21 AM  
**To:** SuMo Franchise  
**Subject:** [EXTERNAL] Leveraging San Diego's Influence for Sustainable Energy Solutions

**\*\*This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.\*\***

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Dear Mayor and Franchise Committee Members,

I am writing to express my deep concern regarding the recent expansion of LNG projects by SDG&E's parent company, Sempra. As a resident committed to environmental sustainability, I urge the city to utilize its influence over SDG&E's franchise agreements to support a shift towards renewable energy.

With the climate crisis impacting our communities and energy costs on the rise, it is crucial that we pursue strategies aligned with our Climate Action Plan. This includes rejecting further LNG developments and emphasizing initiatives such as bill relief, electrification, and the creation of sustainable, union-supported jobs.

I hope you will consider these points in upcoming franchise reviews and renewal decisions.

Thank you for your attention.

Michelle Casey  
Oregon, USA

Ong, Megan

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**From:** Amelia Fernández Rodríguez [REDACTED]  
**Sent:** Saturday, January 17, 2026 11:53 AM  
**To:** SuMo Franchise  
**Subject:** [EXTERNAL] Leverage Franchise Authority to Halt LNG Risks

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Dear Mayor and Members of the Franchise Committee,

I am writing to you as a concerned citizen from San Diego, deeply troubled by the growing LNG export initiatives spearheaded by SDG&E's parent company, Sempra. These projects are advancing while our communities are grappling with both climate emergencies and skyrocketing energy costs. The City holds significant influence through SDG&E's franchise rights, and this should be wielded to encourage a genuine shift away from fossil fuels.

I urge you to utilize the upcoming franchise compliance review strategically to: (1) reject Sempra's LNG expansion plans, (2) ensure strict adherence to the City's Climate Action Plan, and (3) focus on reducing energy bills, advancing building electrification, and creating secure, clean-energy job opportunities through unions—rather than supporting risky LNG projects that may soon become useless as global demand for gas diminishes.

Thank you for considering these critical actions.

Sincerely,  
Amelia Fernández Rodríguez

Ong, Megan

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**From:** Lucas Marçal [REDACTED]  
**Sent:** Saturday, January 17, 2026 12:02 PM  
**To:** SuMo Franchise  
**Subject:** [EXTERNAL] Urgent Action Needed: Halt LNG Project Expansion

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Dear Mayor and Franchise Committee Members,

As a concerned resident of San Diego, I am deeply troubled by the aggressive LNG project expansions pursued by SDG&E's parent company, Sempra. These developments come at a time when our community is grappling with severe climate impacts and soaring energy costs. The City has a crucial opportunity to leverage SDG&E's franchise rights to pivot towards sustainable solutions and away from long-lasting fossil fuel commitments.

I urge you to utilize the forthcoming franchise compliance assessments and renewal processes to decisively: (1) reject any further LNG expansions by Sempra, (2) ensure strict adherence to the City's Climate Action Plan, and (3) prioritize initiatives that reduce energy bills, promote building electrification, and create union-supported green jobs over risky LNG ventures that risk becoming obsolete as global gas demand declines.

Thank you for your urgent attention to this critical matter.

Ong, Megan

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**From:** Kayla Williams [REDACTED]  
**Sent:** Saturday, January 17, 2026 1:54 PM  
**To:** SuMo Franchise  
**Subject:** [EXTERNAL] Advocating for a Sustainable Energy Future in San Diego

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Dear Mayor and Franchise Committee Members,

I hope this message finds you well. As an engaged resident concerned about our city's future, I am writing to address the potential impacts of SDG&E's ongoing projects concerning LNG expansion.

In light of growing climate urgencies and the heavy burden of energy costs on our communities, it is critical for SDG&E to reevaluate its investment strategies. The City holds significant leverage through franchise privileges, enabling it to advocate for a transition towards sustainable energy.

I strongly urge the use of franchise compliance reviews and renewal decisions to: (1) halt further development in LNG exports by Sempra, (2) ensure all energy projects align with the City's Climate Action Plan, and (3) focus on providing affordable energy solutions while supporting electrification and the development of union-backed clean energy initiatives.

Thank you for considering these crucial actions.

Best regards,

Ong, Megan

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**From:** Luke Griso <[REDACTED]>  
**Sent:** Sunday, January 18, 2026 7:08 AM  
**To:** SuMo Franchise  
**Subject:** [EXTERNAL] Harness City Influence Against LNG Projects

**\*\*This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.\*\***

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Dear Mayor and Franchise Committee members,

I am writing as a concerned resident of San Diego to highlight critical issues regarding Sempra's expansions in LNG exports. It's vital to recognize the impact of these projects against the backdrop of climate challenges and rising energy costs our community faces. SDG&E's franchise agreements present a key leverage point for advancing a meaningful shift away from fossil fuels.

I urge you to utilize the forthcoming franchise compliance reviews and renewal decisions to: (1) reject any expansions of Sempra's LNG projects, (2) ensure alignment with the City's Climate Action Plan, and (3) put emphasis on reducing energy bills, electrifying buildings, and fostering clean-energy jobs protected by unions, instead of backing projects that risk becoming obsolete as global energy trends shift.

Thank you for your consideration and action on this pressing matter.

Sincerely.

Ong, Megan

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**From:** Elaine <[REDACTED]>  
**Sent:** Sunday, January 18, 2026 6:52 PM  
**To:** SuMo Franchise  
**Subject:** [EXTERNAL] Leveraging City Power for a Sustainable Future

**\*\*This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.\*\***

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Dear Mayor and Franchise Committee Members,

As a concerned citizen of San Diego, I am deeply troubled by Sempra's ongoing investment in LNG projects. With our community facing both climate challenges and rising energy costs, it is imperative that we reconsider our energy strategies.

The franchise rights granted to SDG&E should be utilized to drive a genuine shift away from fossil fuels. I urge you to use forthcoming franchise reviews and renewal opportunities to: 1) reject any LNG expansion plans by Sempra, 2) ensure alignment with our City's Climate Action Plan, and 3) focus on providing energy bill relief, encouraging building electrification, and fostering union-secured jobs in clean energy, in favor of long-term sustainability instead of risky fossil infrastructure.

Thank you for your attention to this critical matter.

Elaine

Ong, Megan

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**From:** Anston Pauline [REDACTED]  
**Sent:** Monday, January 19, 2026 5:34 AM  
**To:** SuMo Franchise  
**Subject:** [EXTERNAL] Demand Action: Halt LNG Expansion for Climate's Sake

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Dear Mayor and Franchise Committee,

I am writing with a deep sense of urgency as a concerned San Diegan witnessing climate challenges and steep energy costs. It's alarming to see Sempra, SDG&E's parent company, pushing for more LNG export endeavors at such a critical time.

The City holds significant leverage with SDG&E's franchise rights, and it's crucial to wield this power to spearhead a genuine shift from gas dependency. Let's focus on sustainable solutions that align with our Climate Action Plan and provide tangible benefits like reducing bills, advancing building electrification, and creating union-backed clean energy jobs.

I urge you to use upcoming franchise evaluations and renewals to resist Sempra's LNG advancements and champion a sustainable, forward-thinking energy strategy.

Sincerely,

Anston Pauline

Ong, Megan

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**From:** sofia teuscher [REDACTED]  
**Sent:** Thursday, January 22, 2026 10:43 AM  
**To:** SuMo Franchise  
**Subject:** [EXTERNAL] Demand Sustainable Energy Policies and Accountability

\*\*This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.\*\* \_\_\_\_\_

Dear Mayor and Franchise Committee Members,

As a concerned resident of San Diego, I urge you to address the urgent need for sustainable energy practices. The recent efforts by SDG&E's parent company, Sempra, to expand LNG exports are troubling given our community's ongoing struggles with climate change impacts and rising energy costs. It's crucial that we leverage SDG&E's franchise agreements to foster a meaningful shift from fossil fuels to renewable energy sources.

I encourage you to utilize franchise compliance reviews and renewal opportunities to: (1) reject Sempra's LNG development plans, (2) ensure alignment with the City's Climate Action Plan, and (3) focus on reducing energy bills, promoting building electrification, and creating union-secured jobs in the clean energy sector. This approach not only supports environmental goals but also mitigates the risks associated with potentially obsolete LNG infrastructure amidst declining global gas demand and prices.

Thank you for considering these critical actions.

Ong, Megan

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**From:** Jose Reyeros [REDACTED] >  
**Sent:** Friday, January 23, 2026 3:23 PM  
**To:** SuMo Franchise  
**Subject:** [EXTERNAL] Empower San Diego: Transition to Sustainable Energy

**\*\*This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.\*\***

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Dear Mayor and Esteemed Franchise Committee Members,

As a dedicated resident of San Diego and an advocate for sustainable solutions, I am deeply concerned about Sempra's ongoing investments in LNG export facilities amidst escalating climate challenges and rising energy costs. The franchise rights held by SDG&E offer a strategic avenue for the City to advocate for a genuine movement away from fossil fuels towards sustainable energy solutions.

I urge you to leverage the upcoming franchise compliance evaluations and renewal discussions to:

1. Actively oppose the expansion of LNG projects by Sempra,
2. Ensure strict adherence to the City's Climate Action Plan,
3. Focus on initiatives that promote bill relief, electrification of buildings, and the creation of union-secured clean energy jobs, thereby avoiding dependence on LNG projects that risk becoming obsolete as the global gas landscape evolves.

Thank you for your attention to these critical issues.

Warm regards,

**Jose Reyeros Sanchez**

Campaigner | [Chilli.Club](#)

Co-founder | [Ritmos Climaticos](#)

Ocean Leader Fellow 25' | [Sustainable Ocean Alliance](#)

B.A Environment & Sustainability | [UBC Class of 2024](#)

[REDACTED] | [Visit my Portfolio](#)

Ong, Megan

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**From:** Ellie [REDACTED]  
**Sent:** Sunday, January 25, 2026 8:55 AM  
**To:** SuMo Franchise  
**Subject:** [EXTERNAL] Empower a Greener Future for San Diego

**\*\*This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.\*\***

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Dear Mayor and Franchise Committee members,

I am reaching out as a concerned citizen of San Diego, driven by a passion for safeguarding our environment and ensuring sustainable progress. It's crucial that we address the current trajectory of SDG&E's parent company, Sempra, which is heavily investing in expanding LNG export projects. At a time when our communities are grappling with climate-related challenges and soaring energy costs, we have an opportunity to pivot towards a more sustainable future.

The City holds significant leverage through SDG&E's franchise privileges and right-of-way access to champion a transition away from fossil fuels. I urge you to utilize the forthcoming franchise compliance reviews and renewal decisions to:

1. Stand against the expansion of Sempra's LNG projects.
2. Demand full alignment with the City's Climate Action Plan.
3. Focus on providing energy bill relief, advancing building electrification, and fostering clean-energy jobs protected by unions—all of which are crucial over committing resources to LNG projects that may become obsolete as global demands shift.

Let's unite in our commitment to a cleaner, more sustainable San Diego.

Sincerely,  
Ellie.

Ong, Megan

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**From:** Seth Jordan [REDACTED]  
**Sent:** Thursday, February 5, 2026 9:21 AM  
**To:** SuMo Franchise  
**Subject:** [EXTERNAL] Leveraging SDG&E Rights for Sustainable Energy Solutions

\*\*This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.\*\* \_\_\_\_\_

Dear Mayor and Franchise Committee members,

As a concerned citizen of San Diego, I am writing to highlight the pressing need for responsible energy management using SDG&E's franchise rights. The expansion of LNG projects by Sempra comes at a time when our communities face the dual threats of climate change and burdensome energy costs.

The City possesses significant leverage through franchise compliance and renewal processes. I urge you to use this influence to not only oppose LNG expansion plans but also to ensure that SDG&E's operations align with our Climate Action Plan. Additionally, prioritizing energy affordability, building electrification, and the creation of secure, unionized clean-energy jobs should be at the forefront of these discussions.

Thank you for considering these critical actions in support of a sustainable and energy-secure future for San Diego.

Sincerely,

Sent from my iPhone

Ong, Megan

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**From:** Grace Taylor [REDACTED]  
**Sent:** Friday, February 6, 2026 5:10 PM  
**To:** SuMo Franchise  
**Subject:** [EXTERNAL] Harnessing Franchise Authority for a Sustainable Future

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Dear Mayor and Franchise Committee members,

I am writing to express my concern regarding SDG&E's current initiatives, which seem to favor LNG export expansions amidst climate challenges and soaring energy costs. The access and privileges granted to SDG&E are pivotal in steering our city toward sustainable energy solutions.

As you conduct franchise compliance reviews and consider renewals, I urge you to: (1) reject further LNG developments, (2) ensure adherence to our Climate Action Plan, and (3) focus on reducing energy costs, promoting electrification, and creating jobs in renewable energy sectors. These steps are crucial to prevent dependencies on fossil fuels and mitigate future financial risks related to fluctuating global gas demands.

Thank you for considering these important actions.

## Appendix B - FCRC Questions for SDG&E and SDG&E's Responses

Questions from FCRC Chair Cody Hooven

1. Can SDG&E revise the content of their last presentation to clarify what activities are a direct result of and additive because of the Franchise Agreement, Undergrounding MOU, and ECA? And can they also clarify the funding sources for each specific action (ratepayer funds, shareholder funds, etc.)?
2. Would SDG&E be open to revisiting the timeline for renegotiation of these agreements in order to correct the misalignment between those agreement schedules and the timing of the public input, including this committee and one avenue for public input? As everyone seems to agree in the committee meetings, the timing is not ideal and does not allow for timely public input into these agreements; rather public input is considered much later when it's not very impactful and the agreements are already in place.
3. From their presentation, it sounded like SDG&E is working collaboratively with SDCP. Are the two organizations in alignment on SDG&E's proposal to discontinue energy efficiency programs? Are there any other relevant areas that the two organizations are not in alignment? Please also identify what actions in the ECA and other agreements would be impacted if the proposal is approved as proposed.
4. Several members of the public called in with questions – please include those as part of these questions, too. The topics were:
  - a. Contradictions between SDG&E's states support for rooftop solar and their opposition in regulatory proceedings
  - b. How is SDG&E supporting an SB1221 neighborhood decarbonization pilot?
  - c. Lack of public input into the process of establishing and renegotiating these agreements
  - d. Lack of actionable and measurable items in the ECA
  - e. Request for a 3<sup>rd</sup> party perspective presentation on the franchise compliance items (i.e., not SDG&E and not the City)
5. Would the staff put all the agreements on one timeline, along with the timeline of this committee and the audit? I have only found those in different places, but it would be helpful to show all together.
6. To increase our efforts to make this process transparent and inclusive, would it be possible to set up a system to collect emails from interested parties and proactively push out FCRC committee notifications, like how the Climate Advisory Board, Planning Committees, and other advisory groups at the City do?
7. Please make the collective questions received by the FCRC members part of the public record and available on the City's website.

## Questions from FCRC Member Corey Albright

- Audit Finding #2 – Limited City Input on SDG&E Undergrounding Construction MSA
  - Since SDG&E disputes the issue, was this primarily based on staff input to the auditor regarding a lack of City involvement?
  - SDG&E asserted that they provided documentation to support their position and that the City ultimately signed off.
  - Can it be confirmed whether this was simply an initial difference of opinion that was later resolved, or is there a more substantive compliance issue still at play?
- Audit Finding #3 – Noncompliance with Section 6 of the Administrative MOU
  - During the presentation, it was noted that both parties agreed to an alternate solution. Was this alternative approach formally incorporated into a later version of the Administrative MOU? In other words, is SDG&E considered to be in compliance today?
- For each ECA initiative, what level of financial and resource investment is SDG&E committing?
- How does SDG&E distinguish between ratepayer-funded, grant-funded, and shareholder-funded investments?
- Can the FCRC see a breakdown so that we understand who is bearing the cost of each program?
- What mechanisms are in place to ensure unused funds (e.g., Solar Equity Program carry-over) are transparently reported and reapplied as promised?
- The presentation noted we are in year 3 of SDG&E's \$1,000,000 annual shareholder-funded solar equity program. I'd like to clarify:
  - The slide showed 74 projects completed. Does this total cover all three years since program inception, or just the current year?
  - The distribution of projects appears disproportionate by council district. What explains this imbalance, and what steps are being taken to ensure a more equitable distribution across the City?
  - Can the Committee receive a transparent report detailing how funds were spent, including distribution by district, number of homes served, and cost per project?

# Questions for SDG&E (Franchise Compliance Review Committee – Aug 13, 2025)

- 1. Use of Ratepayer Funding to Finance ECA Activities (Slide 7):** Slide 7 of SDG&E's presentation indicates that "*Funding sources for [the Energy Cooperation Agreement] may include: Ratepayer funding pursuant to approval from the California Public Utilities Commission*". How much of SDG&E's ECA-related activities are being financed through charges to ratepayers, and under what CPUC approvals? Why should the utility's franchise obligations under the ECA be funded by ratepayers rather than shareholder funds, and what steps has SDG&E taken to ensure that customers are not paying for what are essentially contractual commitments to the City?
- 2. Clean Energy Collaboration vs. Opposition to Rooftop Solar and Affordability Measures:** SDG&E's presentation emphasizes collaborative efforts toward clean energy (e.g. stating that since 2021 SDG&E has implemented projects to further the City's 100% clean energy goal). Yet at the same time, SDG&E has actively lobbied against distributed solar and affordability initiatives. For example, SDG&E, pushed for sweeping changes to net metering policies by proposing high fixed monthly charges and reduced net metering credits. Likewise, SDG&E has supported initiatives such as high mandatory fixed charges on bills that would seem to disproportionately impact low-income and low-usage households already struggling with some of the highest electricity rates in the nation. How does SDG&E reconcile this apparent contradiction?

Additionally, what percentage of SDG&E's electricity currently comes from renewables, how has that percentage changed over time, and what specific plans are in place to increase it going forward? Can you also provide data on the percentage of SDG&E's overall energy supply used for heating, appliances, and other end uses that has shifted from gas to electrification, and how that trend has changed over time?

Finally, SDG&E often describes Liquid Natural Gas (LNG) and Hydrogen as "clean energy," yet climate experts and environmental justice communities widely reject this framing. LNG (which I understand is sometimes fracked methane gas) and hydrogen both create significant greenhouse gas emissions and pollution throughout their life cycle. How does SDG&E justify labeling these fuels as "clean," and more importantly, what concrete steps are being taken to reduce reliance on LNG and Hydrogen, given that they remain fossil-fuel based and polluting sources of energy? Additionally, what percentage of the fuels SDG&E currently uses, and anticipates using in the future, are LNG, and what percentage are hydrogen sources not produced from water?

- 3. Gaps in Building Decarbonization and SB-1221 Participation:** The ECA implementation plan includes support for building electrification. For instance, assisting City efforts to adopt zero-emission building standards and reach codes. However, beyond municipal buildings, there appear to be gaps in SDG&E's initiatives to decarbonize the broader building stock, and it's unclear how SDG&E is participating in California's SB-1221 pilot program for neighborhood decarbonization. Is SDG&E actively engaging in SB-1221's voluntary pilot program. For example, by identifying potential gas pipeline zones in its service territory that could be transitioned to all-electric service, and collaborating with the City or community groups to propose pilot decarbonization projects?

My understanding is that SDG&E has been using reach codes to gauge interest in potential SB-1221 pilot projects, which severely limits eligibility since only a few communities have successfully implemented these ordinances. SDG&E does not appear to be conducting broader community outreach to identify interest, unlike PG&E, which has engaged communities more directly. Why is SDG&E relying on reach codes as a filter rather than working with communities that are interested but have not been able to adopt reach codes—especially given that IOU involvement has been a barrier in some of these cases?

4. **Community Impact of ECA Programs vs. SDG&E’s Lobbying and Rate Policies:** SDG&E highlights various community-oriented programs under the ECA. For example, planting 2,046 trees toward a 10-year goal and hosting electric vehicle education events in underserved neighborhoods as benefits of the franchise agreement. While these initiatives have merit, their impact may be small compared to the broader negative impacts of SDG&E’s high rates and policy stances. How do the tangible benefits of these ECA programs (in terms of GHG reductions, community resilience, or customer savings) compare against SDG&E’s concurrent actions, such as raising electricity rates, and lobbying to curtail rooftop solar incentives?
5. **Rate Setting and Overcharging – Response to Audit Findings:** A recent State Auditor review of CPUC regulatory outcomes found that SDG&E has exceeded its authorized rate of return in 9 of the last 10 years, in some cases by up to 1.5 percentage points – which in 2021 alone meant about \$29 million in profit beyond what regulators had deemed reasonable. How does SDG&E explain this pattern of earning higher profits at the expense of ratepayers? If these excess profits were allowed under CPUC mechanisms, does SDG&E nonetheless acknowledge a responsibility to San Diegan’s to avoid such windfalls in the future? What specific steps will SDG&E take to ensure that no overearning will occur in the future? And what steps is SDG&E taking to refund the money that it overearned according to the State Auditor?
6. **Finally, what steps (if any) will SDG&E plan to take to address the State Auditor’s finding? Will any of the following remedies be implemented and if so which?:**
  1. Develop stricter internal controls and provide reports for the committee review.
  2. Adjust future rate cases to more accurately forecast costs.
  3. Issue customer refunds.
  4. Use excess profits to invest in community projects, for example:
    - Solar generating kiosks in community parks and public housing
    - Roof top solar on city owned buildings.
    - Invest in energy efficiency projects in residential buildings.
    - Other projects as recommended by the public.

## SDG&E Responses to FCRC Committee Questions

### Questions from FCRC Member Corey Albright

- Audit Finding #2 – Limited City Input on SDG&E Undergrounding Construction MSA
  - Since SDG&E disputes the issue, was this primarily based on staff input to the auditor regarding a lack of City involvement?
  - SDG&E asserted that they provided documentation to support their position and that the City ultimately signed off.
  - Can it be confirmed whether this was simply an initial difference of opinion that was later resolved, or is there a more substantive compliance issue still at play?

The Undergrounding MOU required the City and SDG&E to “collaborate” on the creation of MSA evaluation matrices so that all evaluations were performed in a fair and even-handed manner. Consistent with the MOU’s stated order of considerations at Section 9.2.5, and consistent with company general approach to its relationship with its partners, SDG&E’s desire was to prioritize “safety record” over price. The City’s staff disagreed and the parties collaborated – again consistent with Section 9.2.5. Ultimately, and after extensive collaboration, SDG&E agreed to lower the weighting of “safety” and escalated the scoring of price in the MSA scoring matrix, but the changes were not to the degree City staff had desired.

SDG&E believes the collaboration, which actually resulted in changes from the originally-proposed weighting, met both the intent and the plain language of the Undergrounding MOU.

- Audit Finding #3 – Noncompliance with Section 6 of the Administrative MOU
  - During the presentation, it was noted that both parties agreed to an alternate solution. Was this alternative approach formally incorporated into a later version of the Administrative MOU? In other words, is SDG&E considered to be in compliance today?

Yes, SDG&E is considered to be in compliance on this issue today based on a mutually agreed to approach. During the first audit period, SDG&E processed all projects that would otherwise qualify as Category 1 Low Impact as Category 2 Medium and High Impact projects. As a result, Category 1 projects were held to a higher level of scrutiny that was originally anticipated. Since then, SDG&E and the City have met, conferred, and revised the Administrative MOU to identify an alternative approach which is currently being utilized and is operating effectively.

- For each ECA initiative, what level of financial and resource investment is SDG&E committing?

A document outlining basic funding sources has been provided along with these responses. A complete list of cost estimates is currently being developed for the ECA Implementation plan, which must be completed 120 days after the passage of the revised ECA.

- How does SDG&E distinguish between ratepayer-funded, grant-funded, and shareholder-funded investments?

California's regulated utilities like SDG&E are required to submit a general rate case application with the California Public Utilities Commission (CPUC) every four years to satisfy their responsibility to provide clean, safe and reliable energy services to customers as well as to justify the rates paid by its customers. A General Rate Case (GRC) covers a variety of costs such as day-to-day operations and maintenance, infrastructure projects and upgrades, vehicle fleet for crews to respond to customer service requests, a skilled labor force and equipment such as wires, pipes, poles, transformers, substations and more. This is the mechanism by which SDG&E gets approval to use ratepayer funds. SDG&E cannot use ratepayer funds without CPUC approval.

Additionally, and pursuant to the Franchise Agreements, SDG&E has agreed that specified expenditures such as the franchise Bid Amounts (\$70,000,000 + \$10,000,000) or Climate Equity Fund payments (\$20,000,000) will be paid with shareholder funds. Additionally, in the Environmental Cooperation Agreement, SDG&E has agreed to utilize shareholder funds to pay \$1,000,000 per year to the Solar Equity Program for each year of the electric franchise's ten-year primary term.

- Can the FCRC see a breakdown so that we understand who is bearing the cost of each program?

A document detailing the funding sources for the ECA has been provided along with these responses.

- What mechanisms are in place to ensure unused funds (e.g., Solar Equity Program carry-over) are transparently reported and reapplied as promised?

SDG&E funds the Solar Equity Program which is facilitated through the Center for Sustainable Energy (CSE). Payments of shareholder dollars are made to CSE annually in the amount of \$1,000,000. CSE manages those program funds pursuant to an agreement with SDG&E. The funding obligation for the Solar Equity Program is for each year of the electric franchise's ten-year primary term.

- The presentation noted we are in year 3 of SDG&E's \$1,000,000 annual shareholder-funded solar equity program. I'd like to clarify:
  - The slide showed 74 projects completed. Does this total cover all three years since program inception, or just the current year?
  - The distribution of projects appears disproportionate by council district. What explains this imbalance, and what steps are being taken to ensure a more equitable distribution across the City?

Since its inception, the program has seen 74 completed projects to date. The Solar Equity program was never meant to be evenly spread throughout Council Districts but is intended to

serve those individuals that meet the income qualifications. That means that certain districts, which may have more income-qualifying customers, may see a higher concentration of projects.

- Can the Committee receive a transparent report detailing how funds were spent, including distribution by district, number of homes served, and cost per project?

The Center for Sustainable Energy (CSE), who facilitates the program, publishes factsheets, handbooks, and annual reports which are available on the program website, [sdsolarequity.org](http://sdsolarequity.org).

Questions from FCRC Chair Cody Hooven

1. Can SDG&E revise the content of their last presentation to clarify what activities are a direct result of and additive because of the Franchise Agreement, Undergrounding MOU, and ECA? And can they also clarify the funding sources for each specific action (ratepayer funds, shareholder funds, etc.)?

All items in the ECA, whether or not they are part of SDG&E's business outside of the ECA, have been made contractual obligations to the City simply by their inclusion in the ECA. SDG&E is now contractually bound to complete these obligations, even if business priorities change. In addition, the following ECA items contain obligations that are a direct result of and additive because of the agreements with the City:

- 6.c. Municipal Energy Strategy
- 6.d. Support Electrification Throughout the City
- 6.e. Finalize & Refresh Central Dashboard for Energy Management
- 6.f. Affordable Housing
- 7.a. Equity-Focused Solar Expansion
- 7.e. Energization
- 7.g. Cooperation on Distributed Energy and Load Management Projects
- 7.h. Support and Expand Clean Transportation Efforts
- 8.a. Expand Green Waste Recycling
- 9.a. Enhanced Tree Planting
- 9.c. Increase Safety and Resiliency through Energy Intelligence
- 9.d. Facilitate the Development and Implementation of Virtual City Emergency Operations Center (EOC)
- 9.f. Develop Resiliency Review
- 10.b. State & Federal Grants
- 11.a. Legislative Action and Regulatory Action
- 11.b. Public Power Feasibility Study
- 11.c. Rate Transparency
- 11.d. City Council Committee Presentations
- 11.e. Supporting Municipal Staff & Operations
- 11.f. Compliance Review Committee

Finally, as a direct result of and additive because of the Franchise Agreement, Undergrounding MOU, and ECA, the City receives the following financial benefits:

- **3% of SDG&E's gross receipts** in a preceding calendar year (as opposed to 2%)
    - This has amounted in:
      - \$70,812,755 in 2021
      - \$91,360,355 in 2022
      - \$105,615,812 in 2023
      - \$88,383,302 in 2024
  - **\$70,000,000 in Electric Bid payments** with interest on an annual basis of 3.38%
  - **\$10,000,000 in Gas Bid payments** with interest on an annual basis of 3.38%
  - **Undergrounding Surcharge fees**
    - This has amounted in:
      - \$68,846,398 in 2021
      - \$87,322,300 in 2022
      - \$98,671,283 in 2023
      - \$87,001,567 in 2024
  - **\$20,000,000 to the City's General Fund** for the City to use to further the City's Climate Action and Climate Equity goals
  - **\$10,000,000 for the Solar Equity Program**, to be facilitated by the Center for Sustainable Energy
2. Would SDG&E be open to revisiting the timeline for renegotiation of these agreements in order to correct the misalignment between those agreement schedules and the timing of the public input, including this committee and one avenue for public input? As everyone seems to agree in the committee meetings, the timing is not ideal and does not allow for timely public input into these agreements; rather public input is considered much later when it's not very impactful and the agreements are already in place.

Yes, SDG&E is open to revisiting the timeline for renegotiation of these agreements. However, we want to acknowledge that re-negotiating the ECA is a labor-intensive process that required multiple staff from SDG&E, City General Services, the Mayor's office, and City Attorney's office, weekly meetings over six months, and many levels of review. Therefore, we would like to allow time for the current iteration to be fully implemented and experienced by the City and SDG&E before we reopen it again.

The renegotiation took place after the prior FCRC report and Crowe audit and took their considerations into view already. We also acknowledge that there are many opportunities for public input in a variety of settings, as SDG&E presents publicly on the status of the obligations under the Franchise frequently. A list of public meetings can be found to the response to question 4.c. below.

3. From their presentation, it sounded like SDG&E is working collaboratively with SDCP. Are the two organizations in alignment on SDG&E's proposal to discontinue energy efficiency programs? Are there any other relevant areas that the two organizations are not in alignment? Please also identify what actions in the ECA and other agreements would be impacted if the proposal is approved as proposed.

SDG&E is working collaboratively with SDCP. We have drafted and negotiated a Joint Cooperation Memo and meet with them multiple times a month, as they seek to launch their programs. However, we are not in alignment on our proposal to discontinue our energy efficiency programs. For clarity, SDG&E is seeking to withdraw from *regional* energy efficiency program *administration* – we are not trying to discontinue our obligation to be their fiscal agent, but they have interpreted our proposal this way, and their Protest to our Application reply brief was in opposition to our proposal. Our request to discontinue our energy efficiency programs is to ensure that there is not redundancy of programs since both SDREN and the state will have EE programs. We have also found that our programs, which were designed years ago are not cost effective.

There would be no impact to ECA items if the proposal is approved as proposed. ECA 7.c. has to do with working with SDREN to prevent program overlap, which is also what we aim to do with this proposal; ECA 7.f. commits SDG&E to working with the City, SDCP and SDREN on energy assistance in communities of concern and to identify the potential for collaboration on behalf of low-income customers in Communities of Concern.

4. Several members of the public called in with questions – please include those as part of these questions, too. The topics were:
  - a. Contradictions between SDG&E's states support for rooftop solar and their opposition in regulatory proceedings
  - b. How is SDG&E supporting an SB1221 neighborhood decarbonization pilot?
  - c. Lack of public input into the process of establishing and renegotiating these agreements
  - d. Lack of actionable and measurable items in the ECA
  - e. Request for a 3rd party perspective presentation on the franchise compliance items (i.e., not SDG&E and not the City)

SDG&E is a strong proponent of rooftop solar. We stand by the benefits of lowering GHG, lowering electric bills, and generating your own electricity, and we offer resources to customers considering rooftop solar. Solar customers also rely on infrastructure to draw electricity from the grid and send electricity back to the grid throughout the day to balance their usage with intermittent solar production. Additionally, they need grid support to meet energy needs at night, during cloudy days or when solar panels are not generating power. Finally, solar customers are using the grid to sell excess energy back to the grid. On average, customers that do not have solar are paying \$420 a year more on their bill to cover the grid costs, despite the fact that solar customers use the grid too. The fixed costs to run the grid, including for

customer service and costs to update and maintain the electric grid, should be shared among all customers utilizing the grid, not just those who have not adopted solar.

SDG&E is actively participating in the CPUC's processes related to SB1221 and looks forward to working with the Commission and stakeholders to establish the SB 1221 Neighborhood Decarbonization Zone Pilot Program in an efficient and effective manner that provides an opportunity to gather important data and lessons learned that will inform the integration of these opportunities into long-term gas planning policy.

We are awaiting guidance from the CPUC on the Priority Neighborhood Decarbonization Zones program so we understand the criteria and limitations that are established in association with Public Util. Code section (PUC) 663 implementation. This approach will enable SB 1221 stakeholders to more meaningfully determine whether such additional geographic limitations are required and how they may best be applied in furtherance of the overall objectives of SB 1221.

SDG&E has appeared before the Compliance Review Committee, City Council Environment Committee, and the full City Council frequently throughout the life of these agreements with the stated purpose of speaking on the status of the obligations under these agreements. These meetings have been publicly noticed, and public participation has been welcomed.

### **Compliance Review Committee**

January 18, 2023  
February 13, 2023  
April 19, 2023  
May 31, 2023  
July 6, 2023  
July 24, 2023  
August 29, 2023  
November 2, 2023  
March 22, 2024  
May 9, 2024  
June 3, 2024  
March 6, 2025  
April 10, 2025  
May 7, 2025  
June 4, 2025  
July 2, 2025  
August 13, 2025

### **Environment Committee**

January 20, 2022  
March 17, 2022  
May 26, 2022

June 23, 2022  
October 13, 2022  
January 19, 2023  
June 22, 2023  
November 9, 2023  
May 23, 2024  
June 20, 2024 (Audit report and CRC report)  
July 18, 2024  
October 10, 2024  
February 13, 2025

**Full Council**

December 7, 2021  
October 18, 2022  
December 5, 2023  
December 9, 2024

**Climate Advisory Board**

March 4, 2025

SDG&E is proud of the newly negotiated Energy Cooperation Agreement and does not agree that the Agreement lacks actionable and measurable items. The purpose of the Agreement is for both parties to cooperate, and the measurable items per ECA commitment listed below represent metrics that show our cooperation and collaboration:

6.a. Energy Benchmarking

- Did SDG&E provide information and assistance?
- Did SDG&E provide Energy Star Portfolio Manager assistance?

6.b. Building Performance Standards

- Did the City request data?
- Did SDG&E provide data?

6.c. Municipal Energy Strategy

- Did the City request data?
- Did SDG&E provide:
  - Historical energy consumption data for specified municipal facilities
  - Administer energy audits
  - Identify appropriate energy efficiency measures or incentives
- Did the City provide necessary information on scope and nature of modifications?
- Did SDG&E analyze existing electric infrastructure and capacity constraints
- Did the City request load analyses?
- Did SDG&E provide load analyses?
- Did SDG&E determine any capacity expansions are necessary?
- Did SDG&E provide estimates related to scope and timeline for distribution infrastructure?

- 6.d. Support Electrification throughout the City
  - Did the City and SDG&E meet 4 times per year?
- 6.e. Finalize & Refresh Central Dashboard for Energy Management
  - Did SDG&E provide the dashboard on a weekly basis, or the cadence at which the City prefers?
- 6.f. Affordable Housing
  - Has SDG&E pursued operational enhancements?
  - Has SDG&E worked toward the CPUC's energization timelines?
  - Has the City shared with SDG&E which projects are in the Affordable Housing Permit Now Program?
  - Have the City and SDG&E named their representatives?
  - Have the representatives communicated about projects?
- 6.g Encourage Diversity in the Clean Energy Workforce
  - Has SDG&E aided workforce development programs?
  - Has SDG&E supported programs for existing workers in the energy field?
- 7.a. Equity Focused Solar Expansion
  - Has SDG&E made an annual payment of \$1,000,000 to a nonprofit?
- 7.b. San Diego Community Power
  - Has SDG&E followed the CCA Code of Conduct?
  - Has SDG&E provided SDCP grid services?
  - Has SDG&E provided SDCP customer information in accordance with Tariff Rule 27?
  - Has SDG&E maintained a dedicated team to interface with CCAs?
- 7.c. Cooperate and Collaborate with SDREN
  - Has SDG&E worked cooperatively with the City, SDCP and third party implementers?
  - Has SDG&E worked cooperatively with SDREN to support the launch of EE programming through 2025?
  - Has SDG&E made efforts to avoid program overlap?
  - Has SDG&E participated in regular meetings and workshops with SDREN?
- 7.d. Microgrid Development
  - Has the City requested assistance on microgrid projects?
  - Has SDG&E cooperated with the City and SDCP on those projects?
  - Has SDG&E shared expertise relating to facility and community-level microgrids?
  - Has a mutually agreed upon project been identified?
  - Has SDG&E submitted an application seeking approval?
  - Has the City made reasonable efforts to support such applications?
- 7.e. Energization
  - Has SDG&E provided biannual reports?
- 7.f. Energy Assistance within Communities of Concern
  - Has SDG&E worked with the City, SDCP and SDREN to continue outreach to low-income and hard-to-reach residential customers?
  - Has SDREN or SDCP requested to meet to identify collaboration opportunities?
- 7g. Cooperation on Distributed Energy and Load Management Projects
  - Have SDG&E and the City met twice a year?
  - Have SDG&E and the City explored any pilot projects?

If so, has SDG&E made reasonable efforts to support the City in obtaining third-party funding, incentives, and ancillary services compensation?

Has the City support any related applications at the CPUC or applicable agencies?

7.h. Support and Expand Clean Transportation Efforts

Has the City requested analysis of electric vehicle infrastructure for City projects?

Did SDG&E provide point-in-time circuit capacity?

Did a project move beyond planning?

Did the City and SDG&E enter into a standard agreement for work on a project?

Did SDG&E provide project-level load analyses of electrical load expansions and necessary utility-side infrastructure to support expansions?

Did SDG&E support City efforts to participate in EV charging utility programs and financial incentives?

Did SDG&E help identify additional opportunities to offset costs of new infrastructure?

Did SDG&E support the EV Charging Program?

Did SDG&E consider new pilot programs for EV programs in the City?

Did the City and SDG&E allocate costs for pilots based on applicable tariffs?

8.a. Expand Green Waste Recycling

Did the City or SDG&E identify a new vendor?

Did SDG&E and the City investigate opportunities to utilize diverted waste?

9.a. Enhanced Tree Planting

Did SDG&E support the City's tree planting efforts?

Did SDG&E identify additional tree planting locations, assist with species ides, and provide technical support?

Did SDG&E support the planting of 2,500 trees in the ten years following the Effective date?

9.b. Wildfire Safety

Did SDG&E continue to develop and refine its nation leading weather network?

Did SDG&E provide fire-fighting air resources?

Did SDG&E investigate deployment of weather stations and other technologies to further inform SDG&E's fire risk index?

Did SDG&E monitor canyons where fires may be more likely to ignite and spread quickly?

Was information shared with City and County fire departments?

Did SDG&E meet CPUC requirements for wildfire mitigation, like brush management?

9.c. Increase Safety and Resiliency through Energy Intelligence

Did SDG&E share intelligence and data to identify areas where undergrounding may be most beneficial for wildfire mitigation?

9.d. Facilitate the Development and Implementation of a Virtual City EOC

Did SDG&E demonstrate how to use Microsoft Teams as a virtual EOC?

9.e. Wildfire Outreach

Did SDG&E get invited to attend public meetings to discuss wildfire management and best practices?

9.f. Develop Resiliency Review

Did SDG&E and the City collaborate to share data and review resiliency of the City's existing infrastructure?

10.a. GHG Reduction Analysis

Did the City and SDG&E identify and study areas where electrification can be accelerated?

10.b. State and Federal Grants

Did the City and SDG&E research available grants?

11.a. Legislative and Regulatory Action

Did SDG&E provide a monthly list of Applications filed with the CPUC?

Did SDG&E provide a monthly list of Proceedings opened by the CPUC that involve SDG&E?

Did SDG&E offer to meet with the City's legislative or governmental affairs team twice a year?

11.b. Public Power Feasibility Study

Did SDG&E cooperate and respond to the City and its consultants on Phase II of the study?

Did SDG&E request meetings with the City or consultants, and did the City facilitate those meetings?

11.c. Rate Transparency

Did an SDG&E executive offer to present to City Council on current and forecasted electric rates once a year?

Did it include associated impacts to unbundled residential electric bills?

Did it include actions taken and plans to limit costs for customers?

11.d. City Council Committee Presentations

Did SDG&E offer to present once a year to the appropriate committee on:

Undergrounding with the City's transportation department; status of projects; 20SD fund collections

Supporting Customer Equity; status update on distribution of Public Purpose Funds, including enrollment in CARE, FERA, LIHEAP, energy efficiency, lighting programs, demand reports and others

Supporting Customer Equity; SDG&E support for CAP goals through major energy projects, regulated public purpose programs, and status of the ECA

11.e. Supporting Municipal Staff & Operations

Did an SDG&E officer offer to meet four times a year with the City's COO or designee?

Did SDG&E and the City discuss infrastructure projects, coordination on facility movement and relocation, municipal energy bills, account issues, and other topics of mutual concern?

Did the City submit a memo to the appropriate Council Committee providing an overview of quarterly meetings?

11.f. Compliance Review Committee

Did the CRC request an SDG&E presentation?

Did SDG&E present once a year?

12. Legal and Regulatory Environment

Did SDG&E and the City operate within a legal and regulatory framework?

Are all parties' efforts consistent with these laws and regulations?

The Compliance Review Committee does receive a third-party perspective on franchise compliance items in the form of a presentation from Crowe LLP, the City's third-party independent auditor. Crowe presented to the present committee members of the FCRC on July 2, 2025. Additionally, the FCRC serves as another third-party reviewer when the body issues its report alongside the audit report, which is formally and publicly presented to City Council. This occurred on June 20, 2024 for the previous iteration of the FCRC. This FCRC will have the same opportunity. Finally, all meetings with Crowe and the FCRC are open to the public and allow public comment.

5. Would the staff put all the agreements on one timeline, along with the timeline of this committee and the audit? I have only found those in different places, but it would be helpful to show all together.

This item is directed at the City.

6. To increase our efforts to make this process transparent and inclusive, would it be possible to set up a system to collect emails from interested parties and proactively push out FCRC committee notifications, like how the Climate Advisory Board, Planning Committees, and other advisory groups at the City do?

This item is directed at the City.

7. Please make the collective questions received by the FCRC members part of the public record and available on the City's website.

This item is directed at the City.

Questions from FCRC Member Matt Brennan

- 1. Use of Ratepayer Funding to Finance ECA Activities (Slide 7):** Slide 7 of SDG&E's presentation indicates that "*Funding sources for [the Energy Cooperation Agreement] may include: Ratepayer funding pursuant to approval from the California Public Utilities Commission*". How much of SDG&E's ECA-related activities are being financed through charges to ratepayers, and under what CPUC approvals? Why should the utility's franchise obligations under the ECA be funded by ratepayers rather than shareholder funds, and what steps has SDG&E taken to ensure that customers are not paying for what are essentially contractual commitments to the City?

Please see a funding breakdown provided. The use of ratepayer funding for certain ECA obligations was agreed upon and acknowledged by the City during the Franchise negotiations. These initiatives are important to the City and to the Climate Action Plan (CAP), and SDG&E is committed to supporting the City in reaching CAP goals. As the question acknowledges, the

CPUC permits SDG&E the ability to use ratepayer funds through General Rate Case proceedings. Details of the General Rate Case can be found on SDG&E's website.

**2. Clean Energy Collaboration vs. Opposition to Rooftop Solar and Affordability**

**Measures:** SDG&E's presentation emphasizes collaborative efforts toward clean energy (e.g. stating that since 2021 SDG&E has implemented projects to further the City's 100% clean energy goal). Yet at the same time, SDG&E has actively lobbied against distributed solar and affordability initiatives. For example, SDG&E, pushed for sweeping changes to net metering policies by proposing high fixed monthly charges and reduced net metering credits. Likewise, SDG&E has supported initiatives such as high mandatory fixed charges on bills that would seem to disproportionately impact low-income and low-usage households already struggling with some of the highest electricity rates in the nation. How does SDG&E reconcile this apparent contradiction? Additionally, what percentage of SDG&E's electricity currently comes from renewables, how has that percentage changed over time, and what specific plans are in place to increase it going forward? Can you also provide data on the percentage of SDG&E's overall energy supply used for heating, appliances, and other end uses that has shifted from gas to electrification, and how that trend has changed over time?

Finally, SDG&E often describes Liquid Natural Gas (LNG) and Hydrogen as "clean energy," yet climate experts and environmental justice communities widely reject this framing. LNG (which I understand is sometimes fracked methane gas) and hydrogen both create significant greenhouse gas emissions and pollution throughout their life cycle. How does SDG&E justify labeling these fuels as "clean," and more importantly, what concrete steps are being taken to reduce reliance on LNG and Hydrogen, given that they remain fossil-fuel based and polluting sources of energy? Additionally, what percentage of the fuels SDG&E currently uses, and anticipates using in the future, are LNG, and what percentage are hydrogen sources not produced from water?

A majority of the questions fall outside the scope of responsibilities of the Franchise Compliance Review Committee, which is to provide a recommendation to the City Council based on compliance with the Franchise and the Energy Cooperation Agreement (P. 17 of the Electric Franchise Agreement). However, we will provide information to better inform the committee.

SDG&E supports solar, as stated above, as well as in our Path to Net Zero Report, which highlights the need for a significant increase in solar generation. Additionally, as stated above, on average, customers that do not have solar are paying \$420 a year more on their bill to cover the grid costs, despite the fact that solar customers use the grid too. The fixed costs to run the grid, including for customer service and costs to update and maintain the electric grid, should be shared among all customers utilizing the grid, not just those who have not adopted solar.

The Base Services Charge is a result of AB 205, which required each investor owned utility in California to implement this new rate design. AB 205 requires that the average low-income customers realize bill savings without making any changes to their usage. That was why the CPUC designed the discounted fixed charge of \$6 for CARE customers, so low-income customers would benefit from this rate reform. The Base Services Charge also lowers the volumetric rate to encourage electrification and allows for more bill predictability, which will help customers with budget planning.

As a reminder, about 95% of SDG&E customers within the City of San Diego receive power that was procured by SDCP, not SDG&E. Our renewable portfolio is publicly available through the Power Content Label. See links to the Power Content Label for [2021](#), [2022](#), and [2023](#). 2024 data will be available later this year. SDG&E achieved a 53% Renewables Portfolio Standard in Compliance Period 4 (2021-2024), exceeding the 38% RPS compliance requirement that was set by the CPUC. While these compliance requirements continue to increase over time, SDG&E is well-positioned to meet the higher requirements due to our proactive procurement of renewables.

SDG&E does not track or collect data on end use of energy; that is customer-side data to which SDG&E is not necessarily privy. However, there are several programs that support the conversion of natural gas/propane to electrification, particularly for the highest gas consuming appliances, i.e., water heating and space heating. The biggest program is the CA Technology and Equipment for Clean Heating (TECH) Initiative that is administered by the CPUC and initially funded by climate credits and then CA's budget and the federal Inflation Reduction Act. Since its inception in December 2021, TECH has funded the installation of 9,453 heat pump technologies in San Diego. In addition to the TECH incentive, SDG&E's energy efficiency programs, including the Statewide Golden California rebates, have installed 1,752 units since 2022. In total since 2021, 11,205 gas water heaters and units have been converted from gas to electric.

The Commission has other initiatives within its Building Decarbonization proceeding that encourages electrification, such as the elimination or reduction of certain gas line extension discounts; the availability of discounts for electric service line upsizing to qualified under-resourced customers pursuing electrification of their home or small businesses; and new programmatic approaches to building decarbonization, including voluntary zonal building decarbonization pilots.

SDG&E is not aware of any recent publications or statements in the last five years or more where the company has described LNG as clean. If you have specific examples of this that you can share, SDG&E would be happy to review and respond.

SDG&E manages one LNG satellite facility in the remote town of Borrego Springs, CA. The satellite facility was installed in 1968 to service a remote mobile home park due to the absence

of a nearby pipeline. For over fifty years, customers have benefited from the facility for the affordable, safe, and reliable service of gas for heat, hot water, and community amenities.

SDG&E will not expand its LNG operations in Borrego beyond the existing customer base served by the facility. Additionally, SDG&E does not anticipate installing any new LNG systems in the future. SDG&E does not offer LNG service to any customers applying for service after Jan 1, 1984 (Borrego being the only facility receiving LNG since that time). Please note that Borrego is outside the City of San Diego and the Franchise Agreement does not apply.

Regarding the percentage of LNG served by our system, we can use 2023 as a representative year. In 2023, SDG&E served ~8,690 decatherms (Dth) to customers connected to the Borrego LNG system. For all other customers in 2023, SDG&E served ~95 million Dth of natural gas (in gaseous form) across its system. Therefore LNG delivery makes up less than 0.01% of total gas served.

SDG&E considers hydrogen to be a clean fuel when it is produced in such a way as to meet the US Federal definition of “clean hydrogen.” As stated on our website:

“Currently, most of the hydrogen used today comes from natural gas as a feedstock that undergoes a chemical process called Steam Methane Reformation (SMR). This hydrogen production process releases carbon dioxide (CO<sub>2</sub>) as a byproduct.

However, hydrogen can also be produced through other “clean” pathways, for example using water as a feedstock. A process called electrolysis uses electricity to split water (H<sub>2</sub>O) into pure oxygen and hydrogen. When clean electricity (such as solar or wind) is used, the process can be completely carbon-free.”

SDG&E currently has two active projects that use clean hydrogen to support reliable electricity service on our equipment. Both projects use hydrogen produced via electrolysis of water, where the power to run the electrolyzer is supplied by solar energy. Therefore, 100% of SDG&E hydrogen projects use hydrogen produced from water.

SDG&E does not procure hydrogen for customers nor inject hydrogen into the gas it serves to our customers. Rules established by the California Public Utilities Commission (CPUC) define the acceptable concentrations of various constituents of natural gas; for hydrogen, 0.1% by volume is the acceptable concentration level. In December 2022, the CPUC required SDG&E, along with three other California utilities, to submit projects to study blending renewable hydrogen into the natural gas system. If approved by the CPUC, the project will study the impact of hydrogen-blended natural gas (up to 20% by volume) on infrastructure materials commonly used in the natural gas distribution system. The SDG&E project is completely isolated and closed loop and no customers will be directly impacted. SDG&E submitted its application for the project in March 2024 and the proceeding is still underway.

- 3. Gaps in Building Decarbonization and SB-1221 Participation:** The ECA implementation plan includes support for building electrification. For instance, assisting City efforts to adopt zero-emission building standards and reach codes. However, beyond municipal buildings, there appear to be gaps in SDG&E's initiatives to decarbonize the broader building stock, and it's unclear how SDG&E is participating in California's SB-1221 pilot program for neighborhood decarbonization. Is SDG&E actively engaging in SB-1221's voluntary pilot program. For example, by identifying potential gas pipeline zones in its service territory that could be transitioned to all-electric service, and collaborating with the City or community groups to propose pilot decarbonization projects?

My understanding is that SDG&E has been using reach codes to gauge interest in potential SB-1221 pilot projects, which severely limits eligibility since only a few communities have successfully implemented these ordinances. SDG&E does not appear to be conducting broader community outreach to identify interest, unlike PG&E, which has engaged communities more directly. Why is SDG&E relying on reach codes as a filter rather than working with communities that are interested but have not been able to adopt reach codes—especially given that IOU involvement has been a barrier in some of these cases?

See SDG&E's previous response regarding SB 1221. PUC Section 662(a)(3) requires SDG&E to identify supportive governments, and in R. 24-09-012 SDG&E provided the suggestion that one way to identify supportive governments might be to use reach codes as a likely indicator of support. This is not to limit eligibility or serve as a filter, mainly to serve as one tool of many to identify supportive governments. Furthermore, SDG&E is in favor of keeping the criteria broad.

PG&E has already run pilot projects based on processes that pre-date SB 1221 and have therefore had the opportunity to engage earlier than other Investor Owned Utilities.

- 4. Community Impact of ECA Programs vs. SDG&E's Lobbying and Rate Policies:** SDG&E highlights various community-oriented programs under the ECA. For example, planting 2,046 trees toward a 10-year goal and hosting electric vehicle education events in underserved neighborhoods as benefits of the franchise agreement. While these initiatives have merit, their impact may be small compared to the broader negative impacts of SDG&E's high rates and policy stances. How do the tangible benefits of these ECA programs (in terms of GHG reductions, community resilience, or customer savings) compare against SDG&E's concurrent actions, such as raising electricity rates, and lobbying to curtail rooftop solar incentives?

To clarify, SDG&E's commitment is to plant 2,500 trees in a 10-year period. To date, we have planted 2,046. This and other ECA commitments were brought to SDG&E as City priorities to achieve CAP goals. The City's CAP establishes a goal of net zero GHG emissions by 2035,

committing San Diego to an accelerated trajectory for greenhouse gas reductions. Each ECA item is aligned to a particular section of the CAP in order to help the City in this endeavor.

- 5. Rate Setting and Overcharging – Response to Audit Findings:** A recent State Auditor review of CPUC regulatory outcomes found that SDG&E has exceeded its authorized rate of return in 9 of the last 10 years, in some cases by up to 1.5 percentage points – which in 2021 alone meant about \$29 million in profit beyond what regulators had deemed reasonable. How does SDG&E explain this pattern of earning higher profits at the expense of ratepayers? If these excess profits were allowed under CPUC mechanisms, does SDG&E nonetheless acknowledge a responsibility to San Diegan’s to avoid such windfalls in the future? What specific steps will SDG&E take to ensure that no overearning will occur in the future? And what steps is SDG&E taking to refund the money that it overearned according to the State Auditor?

This question falls outside the scope of responsibilities of the Franchise Compliance Review Committee, which is to provide a recommendation to the City Council based on compliance with the Franchise and the Energy Cooperation Agreement (P. 17 of the Electric Franchise Agreement). However, SDG&E did make a statement on this issue to City Council during our 2023 Rates Presentation.

During that meeting, SDG&E emphasized that the state audit report laid out what our authorized rate of return is, and what our actual rate of return is over the same period of time. That authorized rate of return is only for what the State Commission governs; we also have a portion of our business that is governed by the Federal Electric Reliability Commission – our transmission assets – and that rate of return is higher than what the State authorizes. What the report shows as our authorized rate of return is only the State amount, and what is shown as our actual rate of return is actually a blending of the two rates. That accounts for a portion of the difference, which is not an apples-to-apples comparison.

The State Commission sets the State rate of return in a public proceeding. That rate is important for the financial health of a utility because in order to make investments in infrastructure, wildfire safety, reliability, etc., SDG&E needs to be able to attract investors in order to make those investments. This is why the Commission grants SDG&E the opportunity to earn that authorized rate. To the extent SDG&E operates the business in a more cost effective manner, the company could have a higher authorized return, and those efficiencies are then built into the next general rate case to benefit customers.

Finally, SDG&E did not over earn the return in 2024. In a recent filing with the CPUC, SDG&E significantly under the authorized amount.

- 6. Finally, what steps (if any) will SDG&E plan to take to address the State Auditor’s finding? Will any of the following remedies be implemented and if so which?:**
1. Develop stricter internal controls and provide reports for the committee review.

2. Adjust future rate cases to more accurately forecast costs.
3. Issue customer refunds.
4. Use excess profits to invest in community projects, for example:
  - Solar generating kiosks in community parks and public housing
  - Roof top solar on city owned buildings.
  - Invest in energy efficiency projects in residential buildings.
  - Other projects as recommended by the public.

Please see above.

## Appendix C - FCRC Questions for SDCP and SDCP's Presentation



# City of San Diego Franchise Review Committee

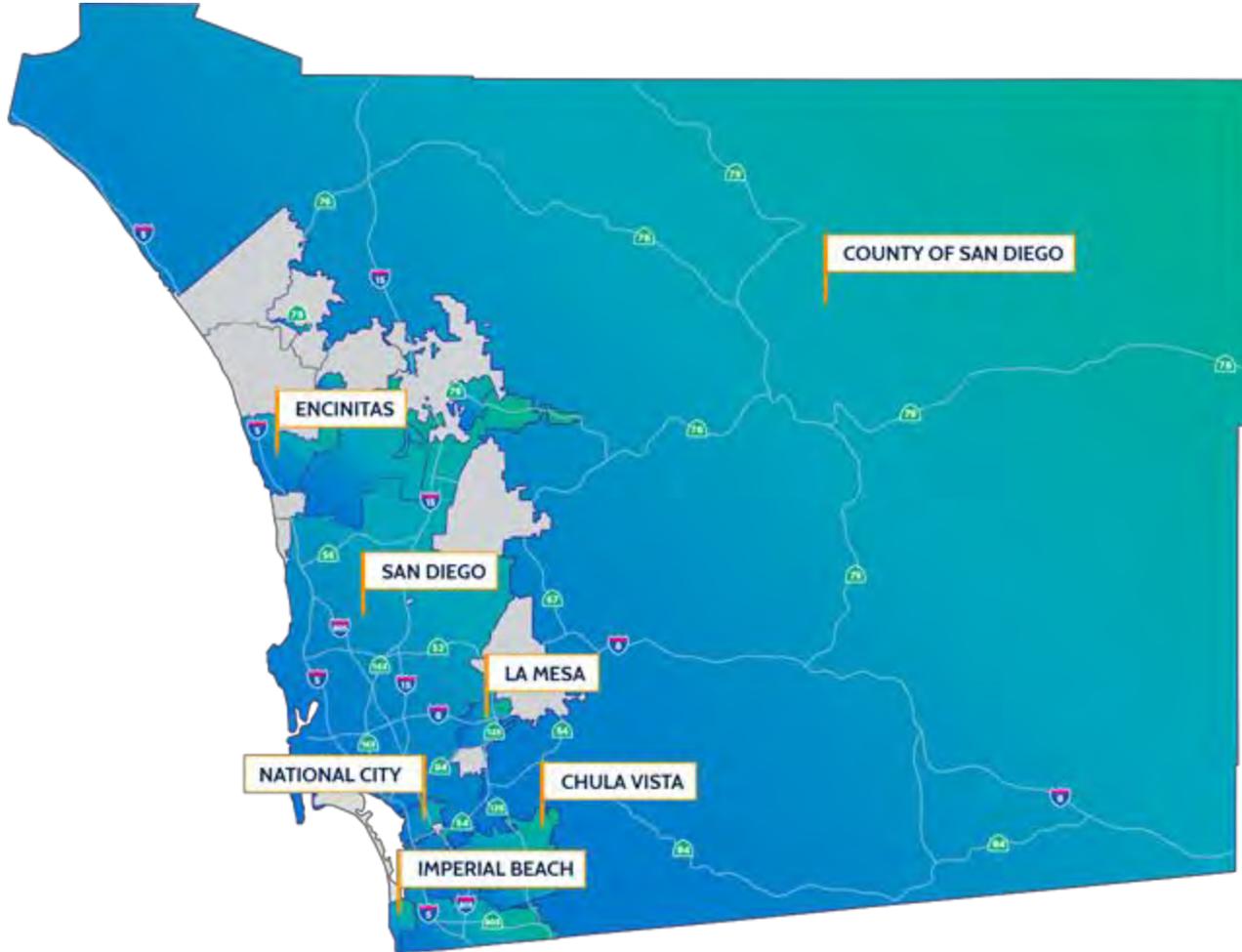
October 15, 2025

Presenters: Jack Clark, Lucas Utouh, Lee Friedman



**Who is Community Power?**

# Service Area



- San Diego Community Power is a not-for-profit public agency bringing cleaner energy at competitive rates
- We provide reliable, affordable electricity to nearly 1 million customer accounts in the Cities of Chula Vista, Encinitas, Imperial Beach, La Mesa, National City, and San Diego as well as the unincorporated communities of San Diego County.



# Member Agencies



# Board of Directors



**Terra Lawson-Remer, Chair**  
San Diego County  
Supervisor



**Ditas Yamane,  
Vice Chair**  
City of National City  
Councilmember



**Michael Inzunza**  
City of Chula Vista  
Councilmember



**Marco San Antonio**  
City of Encinitas  
Councilmember



**Jack Fisher**  
City of Imperial Beach  
Councilmember



**Genevieve Suzuki**  
City of La Mesa  
Councilmember



**Sean Elo-Rivera**  
City of San Diego  
Councilmember



# How It Works

## Community Power

Purchases electricity from renewable sources.



## SDG&E

Delivers power and manages services.



## You

Enjoy cleaner power at competitive rates



# Customer Service Options



# Your Service Options

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We want to empower customers to make choices about their electricity, whether they want to invest in the cleanest, most renewable power available or seek a lower-cost option.



45% Renewable Energy



51% Renewable Energy



100% Renewable Energy



Green-e® Certified

100% Renewable Energy



# Community Power Customer Programs





# Smart Home Flex

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**Community Power temporarily adjusts the settings of enrolled smart device(s), to reduce energy use during times of high energy demand.**

- When enrolled, your smart device(s) will automatically adjust its system settings when a Smart Flex Event is called.
- A Smart Flex Event is called when high energy use is expected to put a strain on the local grid.
- Participants get \$50 upfront for each approved smart device and performance incentives for participating in Smart Flex Events.
- Connected smart water heater enrollment is open.

**Learn more at [SDCommunityPower/Smart-Home-Flex](https://SDCommunityPower.com/Smart-Home-Flex)**





# Solar Battery Savings

Power Your Home.  
Lower Your Bill.

## Solar Battery Savings

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**Launched September 30, 2025**

- Participants receive a rebate when installing a new solar system and a battery or add battery storage to their existing solar system.
- Participants receive performance incentive payments when their battery supports the grid on weekdays between 4 p.m. and 9 p.m., when electricity is in high demand and most expensive.
- Enrolled customers are required to discharge 50% of their battery during the weekday dispatch window to power their home and support the local grid.

Learn more at [SDCommunityPower/SBS](https://SDCommunityPower.com/SBS)

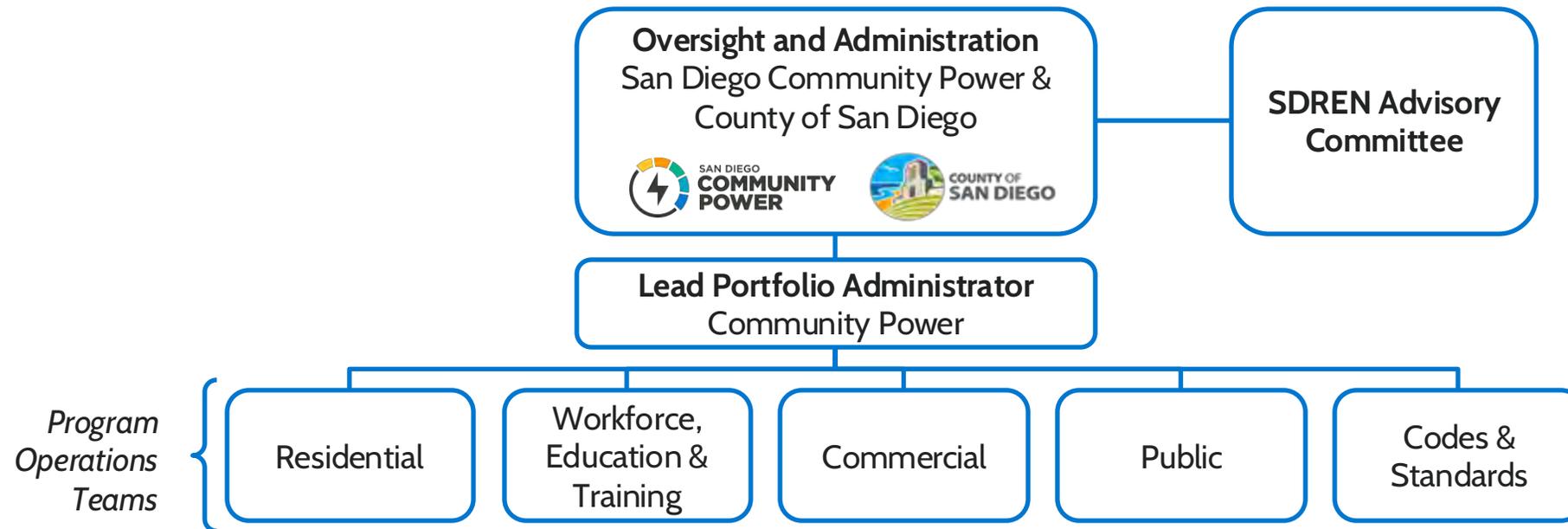


# San Diego Regional Energy Network



# San Diego Regional Energy Network (SDREN) Background

- Approval: SDREN was approved by the California Public Utilities Commission (CPUC) on August 1, 2024
- Budget: SDREN approved for \$124M to administer a portfolio of 10 energy efficiency programs (2024-2027)
- Target: Programs target underserved and hard-to-reach residents, businesses, public agencies, and Tribal governments across the region
- Primary focus to date: Program launch and CPUC compliance activities, SDREN Advisory Committee planning



## January 2024

SDREN Business Plan  
Application submitted

## February 2025

Phase 1 RFPs released  
*(cross-cutting sector  
programs)*

## May 2025

Phase 3 RFPs released  
*(commercial sector  
programs)*

# Timeline

## August 2024

SDREN Business Plan  
Application approved  
by CPUC

## March 2025

Phase 2 RFPs released  
*(public and residential sector  
programs)*

## Q1 – Q2 2026

Estimated program  
launches



# Program Solicitations

## Phase 1

### *Workforce Development & Codes and Standards Programs*

- Energy Pathways\*  
\$5,556,916
- Workforce Training and Capacity Building\*  
\$9,028,535
- Codes and Standards\*  
\$5,077,756

## Phase 2

### *Public & Residential Programs*

- Climate Resilience Leadership  
\$9,740,641 (DI), \$7,442,846 (I)
- Tribal Engagement  
\$1,389,551
- Single-Family  
\$6,367,475 (DI), \$12,416,267 (I)
- Multifamily  
\$3,492,276 (DI), \$6,539,071 (I)

## Phase 3

### *Commercial Programs*

- Efficient Refrigeration  
\$2,028,045 (DI), \$4,074,678 (I)
- Market Access Program  
\$4,597,330 (DI), \$9,006,228 (I)
- Small-Medium Business Energy Coach  
\$6,567,110 (DI), \$2,016,518 (I)

DI = Direct Implementation, I = Incentive,  
\* = Contract executed with implementer





# Power Purchasing

# Energy Procurement Goals

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The Power Services team oversees Community Power's energy portfolio, ensuring:

## Compliance:

- Renewable Portfolio Standard (RPS)
- Long-term contract requirements
- Resource Adequacy (RA)
- Voluntary Renewable Targets
  - 50% by 2022
  - 75% by 2030
  - 100% by 2035
- Local Development Goals
  - 1 Gigawatt (GW) by 2035

## Risk Management:

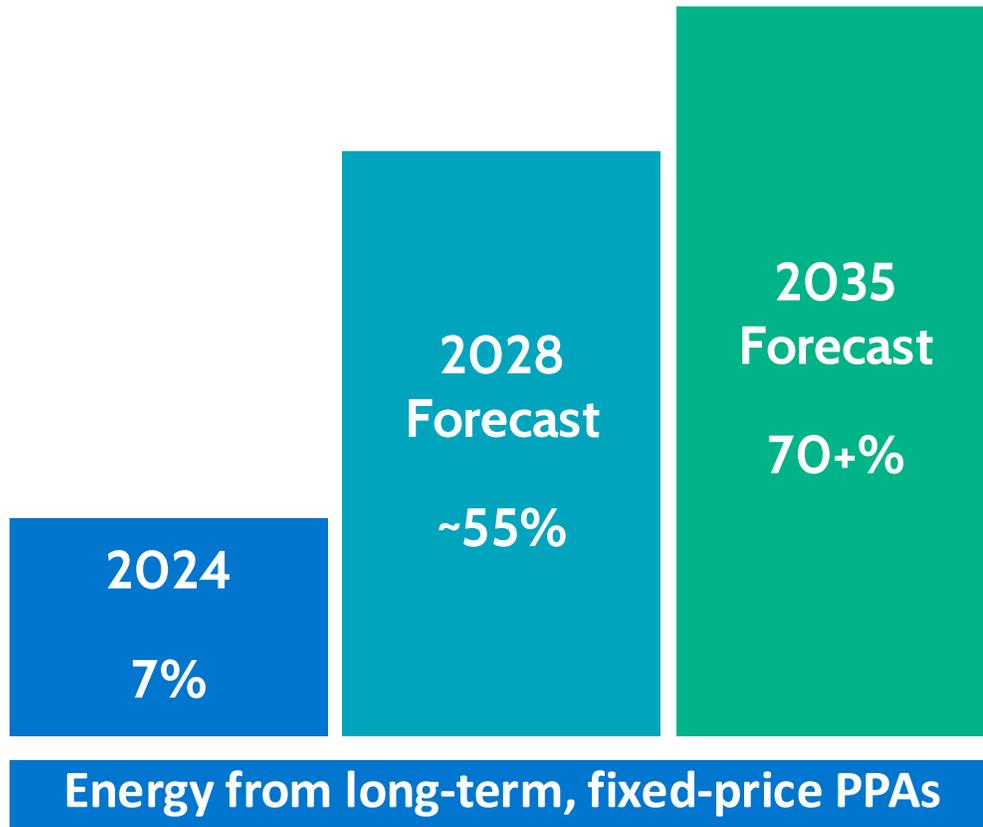
- Energy Risk Management policy
- Market price risk
- Counterparty credit risk
- Development risk
- Technology risk
- Locational risk
- Temporal risk
- Political risk

## Value:

- Energy Costs directly impact rates
- FY25 Budget
  - ~\$1.18 billion revenue
  - ~\$1.07 billion power cost
- Every “above market” expense reduces contribution to net position



# Power Purchase Agreements (PPAs)



- **Power Purchase Agreements (PPAs):** contracts in which a buyer, like Community Power, purchases electricity from a third party at a fixed rate
- Long-term PPAs are a key tool in Community Power's mission to meet Renewable Portfolio Standard and Resource Adequacy goals affordably and sustainably
- Ultimate benefit: rate stability and predictability
- Community Power has open solicitations, including:
  - Second Request for Offers for Solar Advantage (Disadvantaged Communities Green Tariff, or DAC-GT)
  - Request for Information for Local Renewable Energy and Energy Storage



# Community Impact



# Community Engagement



**Partnerships**



**Community  
Events**



**The Power  
Network**

Our team created opportunities to reach nearly 1 million community members in 2024.

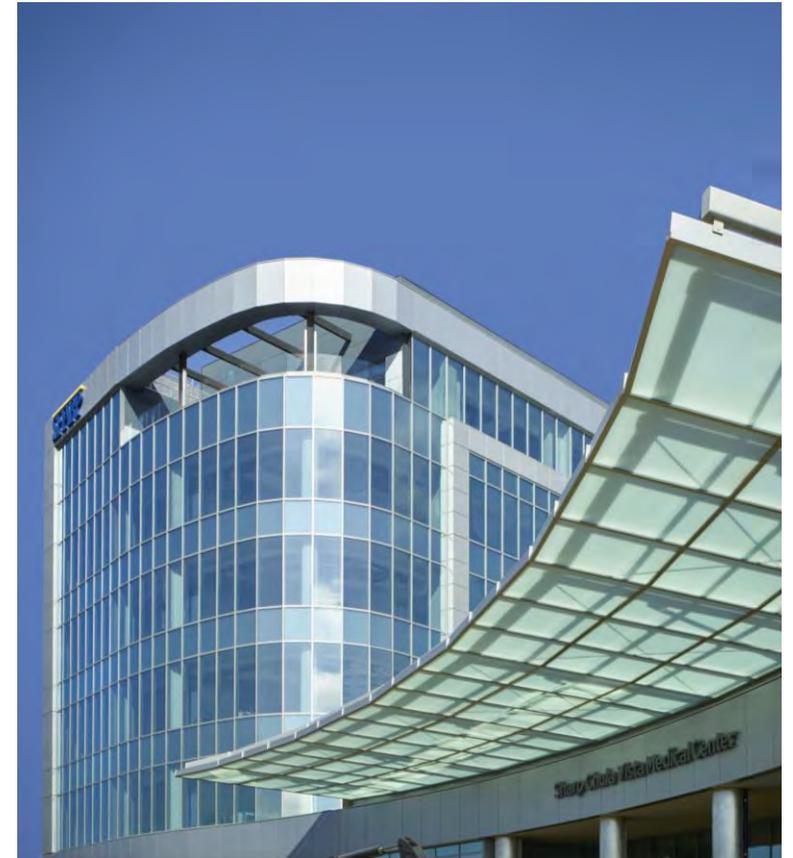


# Power100 Champions

**Power100 Champions:** local businesses who partner with San Diego Community Power to choose 100% clean energy through our Power100 or Power100 Green+ service plans



*Revival Vintage Eyewear*



*Sharp Healthcare*



# Franchise Review Committee

Review of questions asked of  
SDG&E



# FCRC Questions Pertinent to San Diego Community Power

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## San Diego Community Power

- Is there alignment on SDG&E's proposal to discontinue energy efficiency programs?
- Are there other relevant areas where Community Power and SDG&E are not in alignment?
- Has SDG&E provided Community Power grid services?
- Has SDG&E provided customer information in accordance with Tariff rule 27?
- Has SDG&E maintained a dedicated team to interface with CCAs?
- Has SDG&E cooperated with the City and Community Power on microgrid development?
- Has SDG&E worked with Community Power to continue outreach to low-income & hard to reach customers?
- Has SDREN or Community Power requested to meet to identify collaboration opportunities?

## San Diego Regional Energy Network

- Has SDG&E worked cooperatively with the City, Community Power, and third
- Has SDG&E worked cooperatively with SDREN to support launch of energy efficiency programs?
- Has SDG&E made efforts to avoid program overlap?
- Has SDG&E participated in regular meetings and workshops with SDREN?



# Additional Resources

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## SDCommunityPower.org

- Bill comparison calculator
- Bill explainer video
- Pricing plan comparison
- More resources coming fall 2025



### Newsletter

[SDCommunityPower.org/News-and-Events](https://SDCommunityPower.org/News-and-Events)



### LinkedIn

[LinkedIn.com/Company/San-Diego-Community-Power](https://LinkedIn.com/Company/San-Diego-Community-Power)



### Instagram

[@SDCommunityPwr](https://www.instagram.com/SDCommunityPwr)



### Facebook

[Facebook.com/SDCommunityPwr](https://Facebook.com/SDCommunityPwr)





SAN DIEGO  
**COMMUNITY  
POWER**

# Thank You

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