

**DRAFT**

**PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA**

**ENERGY DIVISION**

**I.D.# 6845  
RESOLUTION E-4107  
AUGUST 23, 2007**

**R E S O L U T I O N**

**Resolution E-4107. Establishment of Schedule Wi-Fi-1 and Associated Agreement to Provide Unmetered Electric Service for the Attachment of Wi-Fi Devices to Southern California Edison Company (SCE)-Owned Streetlights.**

**Request Granted as Modified.**

**By Advice Letter 2127-E Filed on May 23, 2007.**

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**SUMMARY**

This Resolution approves with modifications SCE's proposed new Schedule Wi-Fi-1 and Agreement (Form 14-764) providing Unmetered Electric Service to WiFi Internet Devices of 35 W maximum power attached to SCE-Owned Streetlights. The proposed Initialization and monthly Inventory/Maintenance charges shall be deleted and applied for in a GRC or Application. The provision of energy under this schedule shall not be considered a Service according to Rules 15 and 16. SCE service to other customers and operation of its system shall have priority over service to WiFi devices under this schedule. Minimum voltage under Rule 2 shall not apply to this schedule.

**BACKGROUND**

SCE's Schedule WTR (Wireless Technology Rate) became effective September 2004. It allows devices rated up to 700 watts (W) to be mounted on SCE facilities, and applies to "single phase service for wireless technology industries that require electric service to operate radio repeaters or similar devices that are mounted on existing SCE facilities ...and are unmetered". SCE reported that in practice however, it was not applying Schedule WTR to WiFi Internet (WiFi) devices.

Cities, counties and commercial WiFi service providers have approached SCE regarding the attachment of WiFi devices to SCE's streetlights and the powering of these devices with unmetered electric energy so that these entities can make wireless Internet service available within the communities they serve.

SCE conducted a pilot study to evaluate the feasibility of allowing the attachment of WiFi devices to SCE's streetlights. Of concern was (1) the "power quality" served to streetlights when WiFi devices were attached, (2) potential for radio frequency interference (RFI) with radios used in operating SCE's electrical system, and (3) interference with operation of other utility equipment or impact on the service to customers.

The pilot study was necessary because SCE's primary obligation is to operate and maintain its electric system, including the 615,000 owned streetlights out of a total of 780,000 in their service territory. Seventy percent of the owned streetlights are stand alone, loop fed by 120 volt circuits, where the power quality concern is greatest. The pilot was performed over a two-month period on 36 streetlights and five streetlight circuits on a 0.2 square mile area.

The results of the pilot showed that 35 watts of additional load on 50% of the streetlights, (on every other adjacent streetlight) can be accommodated without adverse impact.

Since the pilot was not inclusive of every type of WiFi equipment available on the market, SCE reserves the right to test or have tested by third parties, devices not included in the pilot, at the WiFi provider's cost. Both parties must be satisfied with the test results of a pre-service test of the devices.

Installation of WiFi devices located adjacent to any SCE private WiFi (radio frequency) network must reflect consideration of the following design options to minimize the radio frequency interference between them:

- Configure the WiFi radios to operate in different non-overlapping WiFi channels.
- Use directional antennas where applicable to direct WiFi signals away from neighboring WiFi radios.
- Deploy interference-reduction schemes.

Furthermore,

- The WiFi pilot was utility-focused and did not evaluate any customer-related issues (i.e. in-the-home Internet service). SCE does not guarantee or warrant any degree of geographical coverage or adequacy of Internet service itself.
- There is no guarantee that any next-generation technology will meet SCE's technical requirements to receive electric service from streetlights.
- There is no guarantee, depending on the network architecture and density of devices, that multiple service providers can obtain service from the same streetlight circuits.

### SCE's proposal

SCE proposes to offer unmetered electric service to cities, counties and commercial providers of WiFi Internet service, if qualified (per Schedule Wi-Fi-1 and SCE), under the following salient conditions:

- Signed agreement and payment of charges. These are:
  - Fixed Energy charges for 25 kWh/month/device at the Schedule TC-1 (Traffic Control) rate
  - Customer Charge of \$3.70/month/device
  - Inventory/Maintenance Charge of \$2.30/month/device
  - Initialization of Service Charge of \$ 8.50/device
- Maximum of 35 watts per device on every other adjacent pole.
- No WiFi devices are allowed on "nostalgic" or "ornamental" streetlights.
- WiFi devices are allowed in communication spaces of SCE's distribution poles provided SCE has exclusive right to the space. If space is owned by another utility, then a city/county or commercial WiFi provider must either establish a license agreement with the pole owner of record or join the Southern California Joint Pole Committee.
- Only SCE approved WiFi devices are allowed (interference-reduction schemes where required, power requirement).
- WiFi provider bears all costs and labor for installation of WiFi devices and modifications for continuous electric service.
- Testing of the customer's WiFi devices and associated equipment may be required to SCE's satisfaction at customer's expense.

- For devices attached to streetlights fed directly from SCE's distribution system (not "loop-fed"), General Order (G.O.) 95 applies, requiring device owners to absorb the cost of maintaining clearances around the device and of moving, removing or modifying them due to G.O. changes.
- Customer bears costs for streetlight circuit upgrade or repairs due to WiFi device installation.
- Rule 2 minimum customer service voltage is not applicable.
- All attendant upgrades to existing SCE streetlight facilities shall not be subject to Rules 15 and 16 (Distribution line and Service extensions).
- Attachments and services under Schedule Wi-Fi-1 must be permitted under existing franchise or other agreement between SCE and local jurisdiction.

SCE requested that a resolution be approved by the Commission, mainly to confirm that attachment of WiFi Internet devices to SCE's streetlights where unmetered service is provided, does not constitute a "service" for purpose of applying the provisions of Rules 15 and 16. These line and service extension rules create utility ownership and obligate the utility to maintain them. An allowance is also granted to customers of new extensions, the cost of which is placed into ratebase.

A resolution would also settle whether PUC Section 851 issues of transfer or encumbrance of utility property were involved with attaching WiFi devices.

## **NOTICE**

Notice of AL 2127-E was made by publication in the Commission's Daily Calendar. SCE states that a copy of the Advice Letter was mailed and distributed in accordance with Section III-G of General Order 96-A.

## **PROTESTS**

Advice Letter 2127-E was protested.

SCE's Advice Letter AL 2127-E was protested two days late by the City of Santa Clarita (CSC) and the City of Diamond Bar (CDB), both on June 14, 2007.

SCE responded to both protests on June 25, 2007.

City of Santa Clarita Protest

CSC's protest raised the following issues:

Public Right of Way:

CSC is concerned that commercial WiFi provider obtain the permission by the CSC to install WiFi devices in the right of way prior to installation. It also seeks clarification of Schedule Wi-Fi-1, Special Condition 4 and Section 12 of the Agreement.

Initialization-of-Service Charge:

CSC questions the rationale for the \$ 8.55 charge since Section 7 of the Agreement makes the customer responsible for providing most of the information the charge is designed for. Considering the large number of devices usually installed, the economy of scale should result in lower costs.

Abandonment of Devices:

CSC would like contract language to safeguard against abandonment of WiFi devices in case the customer is dissolved or otherwise unable to fulfill the contract. CSC wants SCE to remove such devices immediately.

City of Diamond Bar Protest

Approved Devices:

CDB would like SCE to provide an updated, public itemized list of approved WiFi devices under this Schedule Wi-Fi-1.

Pole Access Disputes:

CDC would like clear, effective and fair procedures for pole access disputes.

Priority rights:

CDC would like municipal agencies to have priority/right of first refusal pole access.

Startup costs:

CDC believes that due to the large number of devices to be installed, the startup costs to be excessive.

## **SCE's Responses to Protests**

SCE points out that tariff Wi-Fi-1 is proposed in response to Commissioners' and numerous cities' requests. The guiding principles are (1) economic indifference to ratepayers and shareholders, (2) successful operation of any WiFi installation is the responsibility of the provider (customer), and (3) service under this tariff is secondary to and shall not interfere with the safe and reliable streetlight service.

### **Responses to City of Santa Clarita's protest**

#### **Public Right of Way:**

SCE refers to Section 11 of the Agreement which requires a Licensee or Pole User to sign an Agreement and be solely responsible to secure any rights and permissions for placement and use of the customer's equipment on or over private property or the public right of way. The city can grant permission to a third party WiFi service provider as it deems appropriate under the circumstances.

#### **Initialization-of-Service Charges:**

See the response to the City of Diamond Bar protest.

#### **Abandonment of Devices:**

SCE refers to the Agreement which makes the customer responsible for the removal of abandoned equipment. SCE can pursue legal action for customers still in business and failing to remove such equipment. Otherwise SCE believes that the cities are responsible for removal of equipment of insolvent customers, consistent with the principle of cost indifference to ratepayers or shareholders and because the WiFi service is to the benefit of the citizens and visitors of the city. SCE proposes that the cities satisfy themselves as to the technical capability and financial and credit worthiness of third party providers applying for permits or licenses to install WiFi systems. Posting of a bond to the city would also be an option.

### **Responses to City of Diamond Bar's protest**

#### **Approved Devices:**

Consistent with the guiding principals for cost indifference SCE rejects the affirmative obligation to test new devices and list approved devices on a public list, but will make such information available upon request.

**Pole Access Disputes:**

For cost reasons, SCE intends to make device attachments available on a first come first served basis. Since prior city permits, such as Conditional Use Permits are presumably required, the cities will likely select their preferred provider and limit the disputes for attachments of devices.

**Priority Rights:**

SCE responds that by way of granting permits the cities may in effect exercise their first right of refusal to attach devices to streetlights.

SCE desires the Commission's express acknowledgement when approving this AL as to the priority duty of SCE to provide safe and reliable electric service to its customers, including those served through its streetlight systems, over any WiFi provider (City or commercial). This is important because of the same frequency band of SCE system operating radios and Commission-encouraged Advanced Metering Initiative (AMI) and the space potentially needed later on the light poles. Cooperation with WiFi service providers on best utilization of unlicensed frequency channels should be a condition of the proposed tariff.

**Initialization-of-Service (Start-up) Costs:**

SCE rejects both cities' protests to the \$ 8.55 Initialization charge claiming that it pays the cost for processing and tracking of each device and entry into SCE's mapping system, without profit.

**DISCUSSION**

Energy Division has reviewed the Advice Letter with attached Schedule Wi-Fi-1 (Attachment A to the Agreement), the Agreement for Unmetered Electric Service to Wi-Fi Devices Attached to SCE-Owned Streetlight Facilities (Agreement) Form 14-764, and Attachments B and C to the Agreement, the protests and SCE's response to the protests.

**Public Right of Way**

We agree with SCE that Section 11 of the Agreement (Form 14-764) is sufficient notification to the customer that he/she is obligated to secure any public rights of way use permit. However SCE should clarify what "license" (SCE form #) it refers to and provide the form number for the "pole use agreement". Also, SCE should delete the last sentence in Section 11 of the agreement because it is a repetition of Section 12.

### Abandonment of Devices

Considering the cost involved for SCE and ratepayers to be responsible for removal of abandoned devices we agree with SCE. Cities should satisfy themselves as to the technical capabilities, financial status and creditworthiness of third party WiFi providers applying for permits or licenses to install and operate devices within their jurisdictions. A bond by the customer to the city could indeed pay for removal of abandoned devices by the city. No change to the agreement is warranted in this regard.

### Approved Devices

For cost considerations we agree with SCE that maintaining a public list of approved WiFi devices is not warranted since SCE is willing to provide this information upon request. SCE has no obligation to affirmatively test devices for eventual use by WiFi providers.

### Pole Access Disputes

This tariff is for energy supply only. Separate pole access or license agreements are required for attachment of devices to streetlights and power poles. All attachments of WiFi devices on or over public rights of way require permission or a license by local jurisdictions whose priorities will minimize disputes over access. A Pole Access agreement is separate from an electric service agreement such as Agreement (Form14-764) which is part of this AL.

### Priority rights

The matter of priorities for cities over commercial WiFi providers is analyzed above.

SCE states that safe and reliable electric service to its other customers, including those served through its streetlight circuits, has priority over any WiFi provider (City or commercial) service under this tariff. We agree.

Consistent with this premise SCE may require WiFi service providers to cooperate with SCE to best utilize unlicensed frequency channels as a condition of the proposed tariff. A statement that use of attachment space for SCE's equipment serving other customers has preference over use by WiFi devices should be included in the tariff and agreement, unless stated in other agreements (pole access, license).

### Initialization of Service and other Charges

#### Initialization:

There is no record on this cost the service under this tariff and similar Schedules WTR and TC-1 do not require such a charge for the purpose stated. Schedule WTR does charge \$ 6.79 for a lock and spare fuse though, but they are not required under the proposed schedule. We agree with CSC that this charge appears to cover the same information the customer provides under Section 7 of the Agreement. SCE also states that the monthly Customer charge (discussed below) is designed to recover "...costs...to setting up service..." We therefore deny SCE's request for the Initialization charge. SCE may apply for such in a General Rate Case (GRC) or other Application instead, if deemed necessary.

#### Customer charge:

The monthly charge of \$3.70/device/month has not been specifically protested. The charge seems in line with the customer charge of \$8.32/device/month in Schedule WTR, after deducting an equivalent discount of approximately \$5.23/submeter/month SCE gives to master metered customers under Schedule DMS-2 (Sub-metered Mobile Home Park) for performing each sub-meter reading, maintenance and billing.

#### Inventory/Maintenance:

This monthly charge of \$2.30/device/month again has no record in a similar schedule (e.g. WTR). SCE claims that this charge pays for mileage and labor associated with inspecting facilities, inventorying, and confirming eligibility of installed devices for service under Schedule WiFi-1. Section 7 of the Agreement (Form 14-764) requires the Customer to furnish quarterly updated inventories of the installed devices. Section 9 requires the Customer to pay for SCE's field verification or audits of devices and any additional work if inaccuracies are discovered. In Schedule WTR SCE requires the customer to pay for maintenance costs exceeding its normal maintenance expense resulting from, but not limited to, vandalism. In response to a Data Request, SCE stated that this charge pays for the Timed Auxiliary Devices, but this schedule is for fixed 24/7 service, thus does not need a timer. Based on the Agreement provisions and SCE's inferred inclusion of normal maintenance in the distribution rate, we decline SCE's request for the monthly Inventory/Maintenance charge. If SCE still requires additional charges for Inventory/Maintenance it may apply for such in a GRC or other Application.

Energy Division staff editorial comments and clarifications

Applicability:

The proposed Schedule WiFi-1 and existing Schedule WTR overlap in applicability. The Applicability section of Schedule WTR should therefore exclude WiFi devices on “looped” (served by 120/240 volts) streetlight facilities owned by SCE.

The Applicability section of Schedule WiFi-1 should qualify “... for every two adjacent poles on the same (looped) circuit ...”, and since commercial providers are not necessarily local, the words “...in their respective communities.” should be changed to “...the communities they serve ...” The ineligibility sentence should be corrected to read “...customer becomes ineligible for service on streetlight circuits under ...”

Timed Auxiliary Power (TAP) Adaptors are not applicable because of the 24/7 operation of the WiFi devices.

Special Condition 4:

The SCE form numbers of the “applicable license agreement and pole use agreement” should be shown and/or an explanation as to the party of the agreements provided, if other than SCE.

Special Condition 6:

See above regarding TAP Adaptors.

Special Condition 16:

To clarify the monthly varying calculation of the energy charges, the entire text of Schedule TC-1, Special Condition 3 needs to be included. Since reference to TC-1 is made, the unit “\$/kWh/Meter/Day” needs to be clarified in that schedule. “Meter/day” is unnecessary and confusing.

Agreement (Form14-764):

Citation B; change “...in their respective communities...” to “...the communities they serve ...” for the same reason stated above.

Citation C; should delete redundant “...desiring to participate in SCE’s WiFi-1 ...”

Terms and Conditions 5; should read “WiFi Service Grouping” and “All services to customer equipment in a city or unincorporated area of a county are grouped in a specific account for proper billing and accounting..... unmetered service”

Terms and Condition7; since the accounts are separated by cities, it should read "...verifies the number and locations of all Equipment in each city ..."

Terms and Conditions 8; "...otherwise..." should be deleted because the rates for WiFi-1 are included in the Schedule.

Terms and Conditions 9; should delete repetitions "Customer will provide a complete and accurate inventory and other information as required in Attachment C" and "auditing or devices" and "... not required with meter reads..." and "...otherwise..."

Terms and Conditions 11; should delete "...distribution poles..." because they are not subject to this Schedule. SCE form numbers for streetlight facility and distribution pole attachment agreements should be shown.

Attachment B:

The "WATTS" line should be titled "Nameplate rating (Watts)" and there should be lines to enter the requested amps, volts, average consumption (kWh) information. Hours of operation, photo control and efficiency information are inapplicable or unnecessary information for this application. On the table correct "Annual" to "Quarterly" because SCE requires the customer to complete the inventory quarterly. TOT# (Total number of devices per streetlight pole) and SA# (Service Account number) should be spelled out. The TOT# is unnecessary because if only one device will be on a pole.

## **COMMENTS**

Public Utilities Code section 311(g) (1) provides that this resolution must be served on all parties and subject to at least 30 days public review and comment prior to a vote of the Commission. Section 311(g) (2) provides that this 30-day period may be reduced or waived upon the stipulation of all parties in the proceeding.

The 30-day comment period for the draft of this resolution was neither waived nor reduced. Accordingly, this draft resolution was mailed to parties for comments on July 24, 2007, and is scheduled for a vote on August 23, 2007.

## **FINDINGS**

1. Advice Letter 2127-E was filed by SCE on its own accord.
2. SCE conducted a pilot study to evaluate the feasibility of powering WiFi Internet devices from SCE's streetlight circuits.
3. SCE's primary obligation is to operate and maintain its electric system, including a total of 780,000 streetlights of which the 615,000 owned by SCE would be subject to this Schedule WiFi-1.
4. The pilot showed that 35 watts of additional load on 50% of the streetlights (every other) on a circuit (loop) can be accommodated without adverse impact.
5. The WiFi pilot was utility-focused and did not evaluate any customer-related issues, next-generation technology or multiple WiFi service providers being supplied from the same streetlight circuit.
6. WiFi network radios located adjacent to any SCE facility with a private WiFi network have to consider measures to minimize the RFI between both parties.
7. In September 2004 SCE's Schedule WTR (Wireless Technology Rate) for unmetered service for devices rated up to 700 watts became effective.
8. Under Schedule WiFi-1 SCE proposes unmetered electric service to devices of cities/counties and qualified commercial providers of WiFi Internet service on SCE owned streetlights of 25 kWh per month and device, fixed at the Schedule TC-1 (Traffic Control) energy rate.
9. SCE proposes a Customer Charge of \$3.70 and Inventory/Maintenance Charge of \$2.30 per month and device and an Initialization of Service Charge of \$8.50 per device.
10. SCE proposes that providers (Customers) bear all costs of labor and materials for installation of WiFi devices, for modifications for continuous electric service, and for testing required by SCE.
11. Rule 2 minimum customer service voltage is not applicable for the WiFi devices.
12. WiFi devices are allowed in the communication spaces of distribution poles owned by SCE, or licensed from others, or if the provider joins the Southern California Joint Pole Committee.
13. General Order 95 applies to WiFi devices fed directly from SCE's primary distribution system.
14. SCE requests that the Commission approve a resolution to confirm that unmetered service to WiFi Internet devices does not constitute a "service" under Rules 15 and 16.

15. SCE responded to protests filed two days late by the City of Santa Clarita (CSC) and the City of Diamond Bar (CDB).
16. CSC is concerned that commercial WiFi providers obtain the permission by the CSC to install WiFi devices in the right of way prior to installation.
17. CSC and CDB question the rationale for the \$ 8.55 charge since the customer provides most of the information under Section 7 of the Agreement.
18. CSC would like the WiFi contract language to require SCE to remove abandoned WiFi devices immediately.
19. CDB would like SCE to provide an updated, public itemized list of approved WiFi devices under this Schedule WiFi-1.
20. CDB would like clear, effective and fair procedures for pole access disputes.
21. CDB would like municipal agencies to have priority/right of first refusal pole access.
22. SCE points out that tariff WiFi-1 is proposed in response to requests by Commissioners and numerous cities.
23. SCE states the three guiding principles: (1) ratepayers and shareholders to remain economically indifferent, (2) successful operation of any WiFi installation is the responsibility of the WiFi service provider (customer), and (3) service under this tariff is secondary to and shall not interfere with safe and reliable streetlight service.
24. Section 11 of the Agreement assures cities will be notified by making a Licensee or Pole User responsible to secure any rights and permissions for placement and use of WiFi equipment on or over private property or the public right of way. The proposed schedule is for power provision only.
25. A city can grant permission to a third party WiFi service provider as it deems appropriate under the circumstances, including preferring providers and establishing first right of refusal in order to minimize disputes between the utility and providers/cities.
26. A city could require a bond from the provider to pay for removal of abandoned devices by the city. Ratepayers are thus kept harmless.
27. SCE will make a list of approved devices available upon request.
28. SCE desires the Commission's express acknowledgement when approving this AL as to the priority duty of SCE to provide safe and reliable electric service to its customers over any WiFi provider (City or commercial), including WiFi providers served through its streetlight circuits.
29. There is no record supporting the proposed cost for "Initializing" the service under this tariff. Similar Schedules WTR and TC-1 do not require such a charge for the purpose stated. SCE must file an application to establish such a charge.

30. Section 11 of the Agreement (Form 14-764) is sufficient notification to the WiFi provider that he/she is obligated to secure any public rights of way use permit.
31. The monthly Customer charge of \$3.70/device/month has not been protested. The charge seems in line with the customer charge of \$8.32/device/month for Schedule WTR (metered), after deducting \$5.23 meter reading and maintenance cost, an amount equivalent to the MHP sub-metering discount.
32. The monthly charge for Inventory/Maintenance of \$2.30/device/month has no record in a similar schedule (e.g. WTR). SCE must file an application to establish such a charge. Sections 7 and 9 of the Agreement (Form 14-764) obligate the Customer to perform or pay SCE for Inventory/Maintenance tasks.
33. Schedule WTR requires the customer to pay for maintenance costs exceeding SCE's normal expense.

**THEREFORE IT IS ORDERED THAT:**

1. The request of SCE to provide unmetered electric service to WiFi devices mounted on their streetlights, as requested in Advice Letter AL 2127-E, is approved as modified.
2. The schedule and/or agreement shall state that: 1) safe and reliable electric service to SCE's other customers, including those served through its streetlight circuits, has priority over service to all WiFi providers (City or commercial) under this tariff, 2) cooperation with WiFi service providers on best utilization of unlicensed frequency channels is a condition of the proposed tariff, and 3) use of pole attachment space for SCE's equipment serving other customers has preference over use by WiFi devices.
3. SCE shall clarify the term "license" (SCE form #) and provide the form number for the "pole use agreement"
4. The proposed monthly charges of \$ 8.55 per Device for Initialization of Service and \$2.30 per Device per Month for Maintenance shall be deleted and the schedule and agreement changed accordingly.
5. Schedule WTR shall clearly state (or exclude) its applicability to WiFi service as compared to the proposed schedule WiFi-1.
6. Attachment B to the Agreement shall include lines for insertion of all information requested from the customer.

7. SCE shall clarify Schedule and Agreement language as provided in the Discussion in cooperation with Energy Division staff within 30 days of this resolution.

This Resolution is effective today.

I certify that the foregoing resolution was duly introduced, passed and adopted at a conference of the Public Utilities Commission of the State of California held on August 23, 2007, the following Commissioners voting favorably thereon:

\_\_\_\_\_  
Paul Clanon  
Executive Director

July 24, 2007

I.D. #6845

E-4107

Commission Meeting: August 23, 2007

TO: PARTIES TO SCE's ADVICE LETTER 2127-E

Enclosed is draft Resolution E-4107 of the Energy Division. It will be on the agenda at the August 23 Commission meeting. The Commission may then vote on this Resolution or it may postpone a vote until later.

When the Commission votes on a draft Resolution, it may adopt all or part of it as written, amend, modify or set it aside and prepare a different Resolution. Only when the Commission acts does the Resolution become binding on the parties.

Parties may submit comments on the draft Resolution.

An original and two copies of the comments, with a certificate of service, should be submitted to:

Honesto Gatchalian  
Energy Division  
California Public Utilities Commission  
505 Van Ness Avenue  
San Francisco, CA 94102

A copy of the comments should be submitted to:

Werner Blumer  
Energy Division  
California Public Utilities Commission  
505 Van Ness Avenue  
San Francisco, CA 94102  
Fax: 415-703-2200  
Email: wmb@cpuc.ca.gov

Any comments on the draft Resolution must be received by the Energy Division by August 9, 2007. Those submitting comments must serve a copy of their comments on 1) the entire service list attached to the draft Resolution, 2) all Commissioners, and 3) the Director of the Energy Division, on the same date that the comments are submitted to the Energy Division.

Comments shall be limited to five pages in length plus a subject index listing the recommended changes to the draft Resolution, a table of authorities and an appendix setting forth the proposed findings and ordering paragraphs.

Comments shall focus on factual, legal or technical errors in the proposed draft Resolution. Comments that merely reargue positions taken in the advice letter or protests will be accorded no weight and are not to be submitted.

Replies to comments on the draft resolution may be filed (i.e., received by the Energy Division) on August 16, 2005, 7 days after comments are filed, and shall be limited to identifying misrepresentations of law or fact in the comments of other parties. Replies shall not exceed five pages in length, and shall be filed and served as set forth above for comments.

Late submitted comments or replies will not be considered.

Ken Lewis  
Program Manager  
Energy Division

Enclosure: Service List

## CERTIFICATE OF SERVICE

I certify that I have by mail this day served a true copy of Draft Resolution E-4107 on all parties in these filings or their attorneys as shown on the attached list.

Dated July 24, 2007 at San Francisco, California.

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*Honesto Gatchalian*

## NOTICE

Parties should notify the Energy Division, Public Utilities Commission, 505 Van Ness Avenue, Room 4002 San Francisco, CA 94102, of any change of address to ensure that they continue to receive documents. You must indicate the Resolution number on the service list on which your name appears.

**R.07-01-021 and all below**

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MARKLEEVILLE, CA 96120

Mr. Benny Ives  
Information Services  
City of Diamond Bar  
21825 Copley Drive  
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Mr. Ken Desforges  
Senior IT Analyst  
City of Santa Clarita  
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Santa Clarita, CA 91355-2196

## Service List for Draft Resolution 4107-E

### **League of California Cities**

Executive Director: Chris McKenzie  
League of California Cities  
1400 K Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814  
Phone Number: 916-658-8275  
Fax Number: 916-658-8240

### **CSAC**

Interim Executive Director: Steve Keil (They will be announcing the new director week of 6/4/07)  
CSAC  
1100 K Street  
Sacramento, CA 95814  
Phone Number: 916-327-7500 Ext. 521  
Fax Number: 916-441-5507

### **CCCA**

Executive Director: Sam Olivito  
Contract Cities Association  
8119 Somerset Blvd.  
Paramount, CA 90723  
Phone Number: 562-633-5533  
Fax Number: 562-633-9555

### **ICA**

Executive Director: Debbie Smith  
Independent Cities Association  
Post Office Box 1750  
Palmdale, CA 93590-1750  
Phone Number: 877-906-0941  
Fax Number: 661-943-5279