
May 23, 2007

ADVICE 2127-E
(U 338-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
ENERGY DIVISION

SUBJECT: 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

Southern California Edison Company (SCE) hereby submits for filing the following changes to its tariff schedules. The revised tariff sheets and filed forms are listed on Attachment A and are attached hereto.

PURPOSE

This filing requests authority from the California Public Utilities Commission (Commission) to permit cities and qualified commercial providers of Wireless (Wi-Fi) Internet service¹ to: (1) attach to SCE-owned streetlight facilities (streetlights) Wi-Fi transmitting equipment (devices) used for such Wi-Fi Internet service; and (2) power the devices with unmetered electricity from SCE's distribution system. SCE requests approval of *Schedule Wi-Fi-1, Wireless Fidelity Rate – SCE-Owned Streetlights, and Form 14-764, Agreement for Unmetered Electric Service to Wi-Fi Devices Attached to SCE-Owned Streetlights*, attached hereto. The attachment of Wi-Fi devices to customer-owned streetlight facilities is currently being evaluated by SCE and a subsequent filing will be submitted for Commission approval to provide unmetered electric service to devices attached to customer-owned streetlights.

¹ The term "Wi-Fi" is used in this Advice Filing for brevity and convenience, and is intended to be general in application. SCE proposes that the approval sought in this Advice Filing be applicable to any radio-based system providing high-speed or broadband Internet service, and would not be limited to the technology presently referred to as "Wi-Fi."

BACKGROUND

Several cities, counties and commercial Wi-Fi Internet service providers have approached SCE regarding the attachment of Wi-Fi devices to SCE's streetlights and the powering of these devices with unmetered electric service so that these entities can make wireless Internet service available within their communities.

In response to these inquiries and because SCE was concerned about the possible unknown adverse effects the devices might have on its streetlight system, SCE conducted a pilot study (Wi-Fi Pilot). SCE conducted the Wi-Fi Pilot to evaluate the feasibility of allowing the attachment of Wi-Fi Internet devices to SCE's streetlights. Specifically, the pilot was conducted to: (1) determine the effect of the devices on SCE's power quality for streetlights, (2) identify the potential for radio frequency interference (RFI) with radios which are used in operating SCE's electric system, and (3) determine whether Wi-Fi technology can be deployed on SCE's streetlights in SCE's service territory without interfering with the operation of SCE's utility equipment or adversely impacting SCE's service to its customers.

The Wi-Fi Pilot was necessary because SCE's existing streetlight network was designed to provide power only for the streetlights themselves; it was not envisioned that radios, or any other electrical devices, would be added to the streetlight system. The pilot, and the terms and conditions set forth in this Advice Filing, are based on the recognition that SCE's primary obligation is to operate and maintain its electric system, including the 615,000 streetlights it owns, so as to provide safe and reliable electric service to its customers, including those who depend on streetlights for public safety.

SCE's Wi-Fi Pilot Tested Wi-Fi Internet Equipment Compatibility With SCE's Electric System

SCE's distribution streetlight network consists of over 780,000 streetlights, of which 615,000 are owned by SCE.² This system provides safe, reliable lighting to public thoroughfares in over 183 cities and communities in SCE's service territory. Approximately 70 percent of SCE's streetlights are operated on stand-alone, loop-fed, 120-volt circuits that are fed from SCE's electric distribution network. These circuits, fed from both overhead and underground facilities, were the areas of greatest concern to SCE from a power quality perspective. The remaining 30 percent of SCE's streetlights are fed directly from the distribution system and are typically mounted on poles supporting distribution circuits which are, in most cases, jointly owned with other utilities. SCE's Wi-Fi Pilot, conducted in concert with a wireless Internet service provider and an independent contractor, focused on the stand-alone loop-fed 120-volt circuits and evaluated the impact of the Wi-Fi devices on SCE's power quality and potential RFI. Any RFI resulting from the deployment of the Wi-Fi network is particularly important

² The remaining streetlights, which were not included in the pilot, are owned by various cities and counties and are powered by SCE.

because SCE operates an extensive network of more than 30,000 radios that assist with the monitoring and control of SCE's electric system. The pilot was performed over a two-month period on 36 streetlights on five streetlight circuits in a test area covering approximately 0.2 square miles. All Wi-Fi equipment necessary for the field test was provided by the wireless Internet service provider.

SCE's pilot concluded that the streetlight system, though not initially designed to accommodate additional load, has some limited capacity for incidental loading. Thirty five (35) watts³ is the maximum incidental load which can be added to 50 percent of the streetlight population, (that is, every other adjacent streetlight) without adversely impacting the operation of the streetlight system. With respect to RFI, the pilot demonstrated that one of the radios tested did create an unacceptable amount of RFI with existing SCE radios. Interference may be a concern when multiple RF devices are operated in proximity and the interference observed in the pilot was a demonstration of that problem. In order to assure the reliable functioning of the radio equipment used to monitor and operate SCE's electric system, which in turn is essential to the safe and reliable provision of electric service to our customers, SCE reserves the right to approve any and all Wi-Fi radio devices prior to deployment on SCE-owned streetlights in SCE's service territory. While the SCE pilot included testing of several types of equipment, it was not inclusive of every type of equipment available in the market. Therefore, SCE reserves the right to require that equipment not included in the pilot be tested by SCE or by an independent third party satisfactory to both SCE and the Wi-Fi provider, at the Wi-Fi customer or provider's expense, prior to obtaining service under this schedule. In addition, SCE will require that all Wi-Fi radio devices served under the Wi-Fi tariffs incorporate interference-reduction schemes. This is typically standard for today's Wi-Fi network equipment, and it will assist in minimizing interference with SCE's existing radio network. Furthermore, for Wi-Fi network radios located adjacent to any SCE facility which has a private Wi-Fi network, the following design options will be taken into consideration to minimize RFI between both parties:

- (1) Configure the Wi-Fi radios to operate in different non overlapping Wi-Fi channels;
- (2) Use directional antennas where applicable to direct Wi-Fi signals away from neighboring Wi-Fi radios; and
- (3) Deploy interference-reduction schemes.

Although SCE's Wi-Fi Pilot concluded that it is feasible to attach certain devices to specified streetlights, SCE emphasizes the following:

- The Wi-Fi Pilot was utility-focused and did not evaluate any customer-related issues (i.e., in the home Internet service). In other words, SCE does not guarantee or warrant that electric service provided under the Wi-Fi tariff will

³ Unless otherwise stated, "watts" refers to the rated electrical power requirement of a particular Wi-Fi radio device, not the power emitted by the device.

provide any particular degree of geographical coverage or adequacy of wireless Internet service itself.

- There is no guarantee that any next-generation technology will meet SCE's technical requirements (wattage, radio frequency, etc.) 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.

PROPOSAL FOR WI-FI INTERNET ELECTRIC SERVICE

SCE proposes to offer unmetered electric service to cities/counties and qualified commercial providers of Wi-Fi Internet service for specified devices which will be attached to SCE-owned streetlights, where applicable. A qualified commercial provider is a communication provider that meets the terms and conditions defined in Schedule Wi-Fi-1 and any applicable fully executed Wi-Fi-1 agreements with SCE. SCE will qualify all commercial providers of Wi-Fi Internet Service prior to deployment of Wi-Fi radio equipment.

Conditions for Service:

1. Customers who attach Wi-Fi devices to SCE-owned streetlights and receive unmetered electric service are subject to the charges and provisions of Schedule Wi-Fi-1 and the associated agreements with SCE.
2. Each Wi-Fi device shall utilize not more than 35 watts per device measured at the attachment point. In addition, in no case will the cumulative limit of 35 watts be exceeded for every two adjacent poles where Wi-Fi devices are installed.
3. The attachment of Wi-Fi devices will be restricted to streetlights that are neither a particular aesthetic selection (so-called "nostalgic" or "ornamental" streetlights), as determined by the streetlight customer of record, nor series streetlight circuits.
4. Wi-Fi devices may be attached to cross-arms in the communication space of SCE's distribution poles provided SCE has exclusive rights to the space. In the event the pole space in question is owned by a utility or entity other than SCE, the city/county or provider must establish a license agreement with the owner of record or join the Southern California Joint Pole Committee prior to constructing.
5. The attachment of Wi-Fi devices and related equipment will be limited to equipment which has been confirmed by SCE as not impacting SCE's radio network or the power quality to its streetlights.
6. All Wi-Fi devices will have SCE-approved interference-reduction schemes incorporated within each unit, where determined necessary by SCE.
7. The customer taking service under Schedule Wi-Fi-1 will be responsible for and must furnish the labor and bear all costs associated with installing and connecting the device(s) to the streetlights' power, including the cost of Timed Auxiliary Power (TAP) adaptors, and any modifications needed to provide for continuous electric service.

8. Prior to taking service under Schedule Wi-Fi-1, SCE may require testing of the customer's selected Wi-Fi device(s) and associated equipment to ensure Wi-Fi device and equipment compatibility with SCE's streetlights. Such testing will be conducted at the Wi-Fi customer or provider's expense and may be conducted by SCE, or by an independent third party satisfactory to both SCE and the customer.
9. In the case of streetlights which are directly fed from SCE's electric distribution system (i.e., are not loop-fed), Wi-Fi device attachments must conform to the Commission's General Order (GO) 95 and may therefore be prohibited on the mast arm. In addition, customers taking service under Schedule Wi-Fi-1 will be responsible for the cost of moving, removing, and/or modifying their Wi-Fi devices to correct clearance or other GO 95 violations occurring subsequent to installation due to the actions of third parties, or due to changes in GO 95 which the Commission may approve in the future.
10. The costs for SCE-owned streetlight circuit upgrades or repairs which may be needed due to the installation of a Wi-Fi device will be borne by the device owner.
11. Minimum customer service voltages, as provided in SCE's Rule 2, are not applicable to Wireless Internet service, described herein.
12. All upgrades to existing SCE-owned streetlight facilities will continue to be considered "streetlight facilities" only and shall not be subject to SCE's Rule 15 and 16.
13. The attachment and service under Schedule Wi-Fi-1 must either be permitted under SCE's existing franchise agreement or other agreement between SCE and the local jurisdiction in which the Wi-Fi devices are to be installed.

In order to facilitate this service, SCE has developed appropriate tariffed charges for unmetered electric service as described below.

Proposed Rate Design for Wi-Fi Service

Schedule Wi-Fi-1, Wireless Fidelity Rate – SCE-Owned Streetlights provides for unmetered electric service for Wi-Fi devices attached to SCE-owned streetlights. The Schedule consists of a fixed energy charge, a monthly customer charge, and a monthly inventory and maintenance charge per device. In addition, a one-time initialization of service charge per device will apply. An individual customer served on Schedule Wi-Fi-1 would be expected to have multiple devices.

Energy Charge

Schedule Wi-Fi-1 provides for a fixed energy charge per device per regular billing cycle. Devices of up to a maximum of 35 watts would be charged a fixed energy charge based on an assumed monthly consumption of 25 kWh. The energy charge follows the Commission-approved methodology for Schedule WTR, where the maximum possible usage for the unmetered device is multiplied by the applicable Schedule TC-1 energy

charge (by component) to produce a fixed charge per device per month. Schedule TC-1 is used because the underlying usage profile for traffic control is similar to the 24-hour profile of wireless communication devices.

Customer Charge

Because device attachments under Schedule Wi-Fi-1 are restricted to certain streetlight facilities served under Schedule LS-1 (SCE-owned), SCE proposes that a monthly customer charge of \$3.70 apply. The monthly customer charge is designed to recover the fixed costs of providing service, including but not limited to setting up service, billing, and customer services, but excluding the carrying costs of metering because Schedule LS-1 provides unmetered service.

Inventory/Maintenance Charge

A proposed charge of \$2.30 per device per month is designed to recover the mileage and labor costs associated with inspecting facilities, inventorying, and confirming eligibility of installed devices for service under Schedule Wi-Fi-1.

Initialization of Service Charge

The proposed initialization of service charge is a one-time charge per device of \$8.55 to recover the costs of account administration, which includes the mapping of individual devices, and associating each with the streetlight to which it is attached, within SCE's information system for inventory and tracking purposes and the establishment of the individual service account for billing.

Issues Related to Rule 15 - Distribution Line Extensions and Rule 16 - Service Extensions

SCE requests Commission confirmation of SCE's interpretation that the attachment of the Wi-Fi Internet devices to SCE's streetlights where unmetered electricity is drawn does not constitute a "service" for purposes of applying the provisions of Rule 15-Distribution Line Extensions (Rule 15) and Rule 16-Service Extensions (Rule 16). While SCE understands the desire to allow these requested attachments to its streetlights, and that the Commission supports the growth of wireless Internet networks, SCE does not believe streetlight facilities or the streetlight network system, as a whole, should be later deemed as the nearest available distribution source for typical Rule 15 or Rule 16 loads based upon the connection of wireless Internet devices. If SCE's streetlight system were to be identified as the nearest available distribution source for other customers and developments, this would likely result in major reinforcement costs at the expense of existing customers. Therefore, SCE proposes that the connection of Wi-Fi devices to SCE's streetlights will not constitute a second service for purposes of applying the provisions of Rules 15 and 16.

No cost information is required for this advice filing.

This advice filing will not increase any rate or charge, cause the withdrawal of service, or conflict with any other schedule or rule.

REQUEST FOR COMMISSION APPROVAL

SCE respectfully requests that the Commission issue a resolution approving SCE's proposal for Wi-Fi Internet unmetered electric service, as described herein, and its interpretation that the attachment of the Wi-Fi devices to SCE's streetlights where unmetered electricity is drawn does not constitute a "service" for purposes of applying the provisions of Rules 15 and 16.

EFFECTIVE DATE

This advice filing will become effective upon review and approval by the Commission.

NOTICE

Anyone wishing to protest this advice filing may do so by letter via U.S. Mail, facsimile, or electronically, any of which must be received no later than 20 days after the date of this advice filing. Protests should be mailed to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, California 94102
E-mail: inj@cpuc.ca.gov and mas@cpuc.ca.gov

Copies should also be mailed to the attention of the Director, Energy Division, Room 4004 (same address above).

In addition, protests and all other correspondence regarding this advice letter should also be sent by letter and transmitted via facsimile or electronically to the attention of:

Akbar Jazayeri
Vice President, Revenue and Tariffs
Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, California 91770
Facsimile: (626) 302-4829
E-mail: AdviceTariffManager@sce.com

Bruce Foster
Senior Vice President of Regulatory Operations
c/o Karyn Gansecki
Southern California Edison Company
601 Van Ness Avenue, Suite 2040
San Francisco, California 94102
Facsimile: (415) 673-1116
E-mail: Karyn.Gansecki@sce.com

There are no restrictions on who may file a protest, but the protest shall set forth specifically the grounds upon which it is based and shall be submitted expeditiously.

In accordance with Section III, Paragraph G, of General Order No. 96-A, SCE is serving copies of this advice filing to the interested parties shown on the attached GO 96-A service list. Address change requests to the GO 96-A service list should be directed by electronic mail to AdviceTariffManager@sce.com or at (626) 302-2930. For changes to all other service lists, please contact the Commission's Process Office at (415) 703-2021 or by electronic mail at Process_Office@cpuc.ca.gov.

Further, in accordance with Public Utilities Code Section 491, notice to the public is hereby given by filing and keeping the advice filing at SCE's corporate headquarters. To view other SCE advice letters filed with the Commission, log on to SCE's web site at <http://www.sce.com/AboutSCE/Regulatory/adviceletters/>.

For questions, please contact Lisa Vellanoweth at (626) 302-2021 or by electronic mail at Lisa.Vellanoweth@sce.com.

Southern California Edison Company

Akbar Jazayeri

AJ:lv:sq
Enclosures

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Southern California Edison Company (U 338-E)

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: James Yee

Phone #: (626) 302-2509

E-mail: James.Yee@sce.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas
 PLC = Pipeline HEAT = Heat WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 2127-E

Subject of AL: 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

Keywords (choose from CPUC listing): Agreements, Streetlights

AL filing type: Monthly Quarterly Annual One-Time Other _____

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: _____

Summarize differences between the AL and the prior withdrawn or rejected AL¹:

Resolution Required? Yes No

Requested effective date: Upon review/approval by the Commission

No. of tariff sheets: -8-

Estimated system annual revenue effect (%): _____

Estimated system average rate effect (%): _____

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: Schedule Wi-Fi-1, Form 14-764, and Table of Contents

Service affected and changes proposed¹: _____

Pending advice letters that revise the same tariff sheets: _____

¹ Discuss in AL if more space is needed.

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Ave.,
San Francisco, CA 94102
inj@cpuc.ca.gov and mas@cpuc.ca.gov

Akbar Jazayeri
Vice President, Revenue and Tariffs
Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, California 91770
Facsimile: (626) 302-4829
E-mail: AdviceTariffManager@sce.com

Bruce Foster
Senior Vice President of Regulatory Operations
c/o Karyn Gansecki
Southern California Edison Company
601 Van Ness Avenue, Suite 2040
San Francisco, California 94102
Facsimile: (415) 673-1116
E-mail: Karyn.Gansecki@sce.com

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Original 42587-E Original 42588-E Original 42589-E Original 42590-E	Schedule WI-FI Schedule WI-FI Schedule WI-FI Schedule WI-FI	
Original 42591-E	Form 14-764 Attachment B Attachment C	
Revised 42592-E Revised 42593-E Revised 42594-E	Table of Contents Table of Contents Table of Contents	Revised 42396-E* Revised 42275-E Revised 42399-E

Schedule Wi-Fi-1
WIRELESS FIDELITY RATE
SCE-OWNED STREETLIGHTS

Sheet 1

APPLICABILITY

Applicable to cities, counties, and qualified commercial providers of Wireless Wi-Fi Internet Service. The provisions of this Schedule and its associated agreement(s) allow cities, counties, and qualified commercial providers of Wireless Wi-Fi Internet Service to attach Wi-Fi transmitting equipment (devices) to SCE-owned streetlight facilities (Streetlights) and to power such devices with un-metered, single-phase electric service so that these entities can provide Wi-Fi Internet service in their respective communities.

The total load per attachment shall not exceed 35 Watts. In addition, in no case will the cumulative limit of 35 watts be exceeded for every two adjacent poles where Wi-Fi devices are installed.

Effective with the date the customer becomes ineligible for streetlight service under this Schedule, the account will be closed and the customer's associated service point (Timed Auxiliary Power Device Adaptor), Wi-Fi device, and any and all equipment and accessories, including but not limited to signage, mountings, etc., shall be removed by the customer.

TERRITORY

Within the entire territory served.

RATES

	Delivery Service							Gen ⁸	
	Trans ¹	Distrbtn ²	NDC ³	PPPC ⁴	PUCRF ⁵	DWRBC ⁶	Total ⁷	URG [*]	DWR
Fixed Energy Charge - \$/Device/Month	0.08	0.40	0.01	0.16	0.00	0.12	0.77	1.82	2.43
Customer Charge - \$/Month		3.70					3.70		
Inventory/Maintenance Charge - \$/Device/Month		2.30					2.30		

* The ongoing Competition Transition Charge (CTC) of \$0.08 per device is recovered in the URG component of Generation.
¹ Trans = Transmission and the Transmission Owners Tariff Charge Adjustments (TOTCA) which are FERC approved. The TOTCA represents the Transmission Revenue Balancing Account Adjustment (TRBAA) of negative \$(0.02) per device, Reliability Services Balancing Account Adjustment (RSBAA) of \$0.01 per device, and Transmission Access Charge Balancing Account Adjustment (TACBAA) of \$0.03 per device.
² Distrbtn = Distribution
³ NDC = Nuclear Decommissioning Charge
⁴ PPPC = Public Purpose Programs Charge (includes California Alternate Rates for Energy Charge where applicable.)
⁵ PUCRF = The PUC Reimbursement Fee is described in Schedule RF-E.
⁶ DWRBC = Department of Water Resources (DWR) Bond Charge. The DWR Bond Charge is not applicable to exempt Bundled Service and Direct Access Customers, as defined in and pursuant to D.02-10-063, D.02-02-051, and D.02-12-082.
⁷ Total = Total Delivery Service rates that are applicable to both Bundled Service, Direct Access (DA) and Community Choice Aggregation Service (CCA Service) customers, except DA and CCA Service customers are not subject to the DWRBC rate component of this Schedule but instead pay the DWRBC as provided by Schedule DA-CRS or Schedule CCA-CRS.
⁸ Gen = Generation – The Gen rates are applicable only to Bundled Service Customers. When calculating the Energy Charge, the Gen portion is calculated as described in the Billing Calculation Special Condition of this Schedule.

(Continued)

(To be inserted by utility)
 Advice 2127-E
 Decision _____

Issued by
Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)
 Date Filed May 23, 2007
 Effective _____
 Resolution _____

Schedule Wi-Fi-1
WIRELESS FIDELITY RATE
SCE-OWNED STREETLIGHTS

Sheet 2

(Continued)

SPECIAL CONDITIONS

1. Definitions:
 - a. Wi-Fi: For purposes of this Schedule, the term Wi-Fi refers to any radio-based system providing high-speed or broadband Internet service.
 - b. Qualified Commercial Provider: For purposes of this Schedule, a Qualified Commercial Provider is a communication provider that meets the terms and conditions of this Schedule and as defined in any applicable fully executed Wi-Fi agreement with SCE. SCE will qualify all commercial providers of Wireless Wi-Fi Internet Service prior to any deployment of any Wi-Fi radio equipment
2. Voltage: Service will be supplied at one standard voltage not in excess of 240 volts.
3. Wattage Limitations: The consumption of electricity for the Wi-Fi devices and related equipment shall not exceed thirty-five (35) watts on any one streetlight or the cumulative limit of 35 watts for every two adjacent streetlights.
4. Agreement: An Agreement For Unmetered Electric Service to Wi-Fi Devices Attached to Southern California Edison (SCE)-Owned Streetlight Facilities, Form 14-764, and an applicable license agreement and/or joint pole or pole use agreement are required as a condition of service under this Schedule. It shall also be the sole responsibility and obligation of customer to secure any rights or permission that may be necessary for the placement and use of customer's equipment on or over private property or the public right of way.
5. Credit Requirements: Prior to taking service under this Schedule, SCE shall require customer to establish its creditworthiness through evaluations, deposits, or other security, as determined by SCE, to cover Customer's payment liabilities under the terms and conditions of Schedule Wi-Fi-1 and all applicable agreements.
6. Service Point: A SCE approved Timed Auxiliary Power Device Adaptor (TAP) shall be installed on each streetlight where a Wi-Fi device attachment is made. The customer will be responsible to own, install, maintain, make the power connection to, and remove the TAP at its own expense. The customer's TAP device shall not interfere with the operation of the streetlight. SCE will remove, at the customer's expense, any TAP device that interferes with the operation of the streetlight.
7. Attachment: The Wi-Fi device(s) shall be attached to SCE-owned streetlights, as approved by SCE. Each Wi-Fi device may be attached to existing SCE-owned streetlights excluding nostalgic and decorative poles, as determined by the customer of record, and series streetlight circuits. Wi-Fi devices may be attached to cross-arms in the communication space owned by SCE on distribution poles under the terms and conditions of: a) a SCE Pole Use Agreement; or, b) a license agreement with another company or entity if the pole space is not owned by SCE; or, c) the Southern California Joint Pole Committee's Agreement, so long as all safety requirements, as determined by SCE, are met. Device installation shall not be performed under this Schedule where location, mounting height, and/or other considerations are not acceptable to SCE. Unless approved by SCE, all Wi-Fi devices must be marked for identification and visible to SCE. Any Wi-Fi device attachment configuration which would violate General Order 95 is prohibited under this Schedule. The installation and removal of such device(s) will be performed by the customer at its expense, or if necessary by SCE, at the customer's expense.

(Continued)

(To be inserted by utility)

Advice 2127-E

Decision _____

Issued by

Akbar JazayeriVice President

(To be inserted by Cal. PUC)

Date Filed May 23, 2007

Effective _____

Resolution _____



Schedule Wi-Fi-1
WIRELESS FIDELITY RATE
SCE-OWNED STREETLIGHTS

Sheet 3

(Continued)

SPECIAL CONDITIONS: (Continued)

- 8. Interference Reduction Scheme: The attachment of Wi-Fi devices and related equipment will be limited to equipment which has been confirmed by SCE as not impacting SCE's radio network or the power quality to its streetlights and all Wi-Fi devices will have SCE-approved interference-reduction schemes incorporated within each unit, as determined by SCE.
- 9. Determination of Monthly usage: The customer must provide SCE information from which SCE can determine the level of kWh usage to be consumed and/or level of service to be provided, such as the manufacturers' equipment specifications, data sheets, etc., and the number of devices to be installed. In addition, the customer must submit, on a monthly basis, in a format acceptable to SCE, information verifying the number and location of all equipment at each service location, which shall include installations and removals. SCE retains the right to perform on-site inspections to verify the energy consumption location and inventory of the device(s).
- 10. Modification of Facilities: No modifications can be made to the Wi-Fi devices unless approved by SCE. Where the customer requests a modification of SCE owned streetlights, and such modifications are acceptable to SCE, SCE will perform the requested modifications at the customer's expense.
- 11. Maintenance: SCE shall exercise reasonable care and diligence in maintaining its facilities. Upon installation of the Wi-Fi device(s), where SCE experiences, or expects to experience, maintenance costs exceeding its normal maintenance expense, SCE may require the customer to pay the excess maintenance expense.
- 12. Testing: Prior to taking service under this schedule, SCE reserves the right to require testing of the customer's equipment, either by SCE or by an independent third party satisfactory to both SCE and the customer, with the costs for such testing to be borne by the customer. Customer shall be financially responsible for any damage to SCE facilities that result from a failure to provide accurate equipment information.
- 13. Discontinuance and Restoration of Service: Discontinuance and restoration of service to the customer shall be completed in accordance with Rule 11.
- 14. Liability of SCE: SCE shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, there from.
- 15. Initialization of Service Charge: A one-time charge of \$8.55 per device will be applied to each service account provided service under this Schedule to recover the costs of administration.

(Continued)

(To be inserted by utility)
Advice 2127-E
Decision _____

Issued by
Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)
Date Filed May 23, 2007
Effective _____
Resolution _____



Schedule Wi-Fi-1
WIRELESS FIDELITY RATE
SCE-OWNED STREETLIGHTS

Sheet 4

(Continued)

Special Conditions: (Continued)

16. Billing Calculation: A customer's bill is calculated according to the rates and conditions above.

The charges listed in the Rates section are calculated by multiplying the Total Delivery Service rates and the Generation rates, when applicable, by the billing determinants (e.g., per kilowatt [kW], kilowatthour [kWh], kilovar [kVa] etc.)

The Energy Charge is the sum of the Delivery Service amount and the Generation amount.

- a. Bundled Service Customers receive Delivery Service from SCE and receive supply (Gen) service from both SCE's URG and the DWR. The customer's bill is the sum of the charges for Delivery Service and Gen determined, as described in this Special Condition, and subject to applicable discounts or adjustments provided under SCE's tariff schedules.
- b. Direct Access Customers receive Delivery Service from SCE and purchase energy from an Energy Service Provider. The customer's bill is the sum of the charges for Delivery Service determined as described in this Special Condition except that the DWRBC rate component is subtracted from the Total Delivery Service rates before the billing determinants are multiplied by such resulting Total rates; plus the applicable charges as shown in Schedule DA-CRS and subject to applicable discounts or adjustments provided under SCE's tariff schedules.
- c. CCA Service Customers receive Delivery Service from SCE and purchase energy from their Community Choice Aggregator (CCA). SCE will present the bill for both Delivery and Generation Services to the CCA Service Customer. The customer's bill is the sum of the charges for Delivery Service as displayed in this Rate Schedule and Generation charges determined by the CCA plus the applicable charges as shown in Schedule CCA-CRS, and subject to applicable discounts or adjustments provided under SCE's tariff schedules.

(Continued)

(To be inserted by utility)
Advice 2127-E
Decision _____

Issued by
Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)
Date Filed May 23, 2007
Effective _____
Resolution _____

Agreement for Unmetered Electric Service to Wi-Fi Devices Attached to Southern California Edison (SCE)-Owned Streetlight Facilities

This Agreement for Unmetered Electric Service to Wi-Fi Devices Attached to Southern California Edison (SCE)-Owned Street Light Facilities (Agreement) between _____ (Customer) and Southern California Edison Company (Company) is to establish and govern the provisions of unmetered electric service provided by the Company at the locations reported for wireless Internet communication equipment described in the attachments to this Agreement.

- A. WHEREAS, the California Public Utilities Commission (CPUC) has authorized the Wireless Fidelity Rate for SCE-Owned Streetlights, allowing for the attachment of Wi-Fi transmitting equipment (devices) to SCE-owned streetlight facilities, as set forth in SCE's Schedule Wi-Fi-1, (Schedule Wi-Fi-1), which is attached hereto as Attachment A and incorporated herein by this reference; and
- B. WHEREAS, the CPUC has authorized the cities, counties and qualified commercial providers of Wireless (Wi-Fi) Internet Service (customers) in their respective communities; and
- C. WHEREAS, Customer desiring to participate in SCE's Wi-Fi-1 is subject to the applicable SCE tariff rules and Schedule Wi-Fi-1; and
- D. WHEREAS, such equipment will be owned, operated, installed, maintained, and/or removed by Customer in accordance to SCE operational standards and regulations; and
- E. WHEREAS, notwithstanding the Company's Electric Preliminary Statement Part E.1, Customer and the Company agree that, in lieu of installing meters at each location, the Company shall provide unmetered electric service for Customer's equipment in accordance with the following terms and conditions.

NOW, THEREFORE, in consideration of the terms, and covenants contained herein, Customer and Company hereby agree as follows:

- 1. Subject to Schedule Wi-Fi-1. Customer shall be subject to all applicable tariff rules and regulations (which rules and regulations are hereby incorporated herein as an integral part of this Agreement), including, but not limited to, the rates, terms and conditions set forth in Schedule Wi-Fi-1, as such rules and regulations may be amended from time to time. If the CPUC approves any modification to Schedule Wi-Fi-1, any such modification shall be incorporated herein and this Agreement will continue in full force and effect as to Schedule Wi-Fi-1 as so modified, unless and until the Parties execute a new agreement, or unless and until SCE or Customer terminates this Agreement.
- 2. Credit Requirements. Customer's creditworthiness and financial condition shall at all times meet or exceed the requirements set forth in Schedule Wi-Fi-1. Any failure to meet such standards shall be an Event of Default.
- 3. Customer Equipment. Customer's equipment that is the subject of this Agreement is identified in the data sheets set forth in Attachment B (Equipment). Customer shall provide the Company with the Manufacturer's documentation on Equipment rating, documented average consumption and other information necessary for the Company to determine applicability of this Agreement prior to installation of Equipment. Attachment B documents the specific Equipment and the kilowatt hours (kWh) to be billed for each Equipment type.
- 4. Interference testing: Radio equipment that operates in unlicensed spectrum has the potential to interfere with existing and future utility applications and equipment. Therefore, SCE reserves the right to require that equipment be tested by SCE or by an independent third party satisfactory to both SCE and the WiFi provider/customer, at the WiFi provider's/customer's expense prior to obtaining service under this schedule.
- 5. Wi-Fi Grouping. Each location will be grouped in a specific account, identified by either the city or unincorporated county where the Equipment is located for proper billing and accounting. The energy account will be billed on the Company's regular monthly billing cycle for unmetered loads.

6. Energy Usage. Energy use for each piece of Equipment will be billed on Schedule Wi-Fi-1. Devices of up to a maximum of 35 watts will be charged a fixed energy charge based on an assumed monthly consumption of 25 kWh.
7. Customer Inventory. Customer shall furnish the Company with information, in a format acceptable to the Company, which verifies the number and location of all Equipment at each service location and reflecting the net result of any installations and removals. The information to be reported is described in Attachment C. The information shall be provided initially ten (10) days after the first month of installations and on the first business day of January, April, July and October thereafter. Each piece of Equipment shall be marked with its own identifying number or code acceptable for input into Company's billing system. Equipment ownership shall be identifiable from the ground for auditing purposes. The Company may require that Customer affix or install a Radio Frequency Identification Device (RFID), provided by the Company, for inventory verification purposes.
8. Connected Load Inaccuracies. If it is determined by the Company that electrical load is connected that has been under reported to the Company by Customer, such load will be billed in accordance with SCE's Rule 17 as applicable, and Customer shall pay the otherwise full applicable tariff charges for such electrical load. The Company reserves the right to field or bench test Equipment to verify the inputs described in documentation provided in Attachment B. Customer shall be financially responsible for any damage to Company facilities that results from a failure to accurately report Customer's loads and shall be responsible for costs incurred for testing.
9. Auditing. Auditing may be conducted at the Company's sole discretion. An audit may be conducted by the Company or by an independent auditor selected by the Company. The Customer may be responsible for the cost of the audit, if audit findings determine inventory inaccuracies. Customer will provide a complete and accurate inventory and other information as required in Attachment C. Customer shall provide access to the Equipment and provide assistance to the Company and its auditor to accomplish the audit, including, without limitation, identifying, locating and accessing the Equipment. If inventory inaccuracies are discovered, the Company shall have the right to collect all costs associated with any additional work, including but not limited to, field verification or auditing of devices, bench testing, field amp reads, calculations of loads not required with meter reads that would otherwise not be incurred in serving metered facilities.
10. Third Party Authorization. Neither this Agreement nor conditions of electric service hereunder shall constitute permission or authorization for any use or occupation of the facilities of the Company or any third party by Customer.
11. License or Pole Use Agreement. Neither this Agreement nor conditions of electric service hereunder shall constitute permission or authorization for any use or occupation of the facilities of the Company or any third party by Customer. Prior to any attachment to SCE-owned distribution poles, dedicated street light poles or connection of Equipment to Company owned street light facilities a license or pole use agreement shall remain a condition of service hereunder. It shall be the sole responsibility and obligation of Customer to secure any rights or permission that may be necessary for the placement and use of Customer's Equipment on or over private property or the public right of way.
12. Right of Way. It shall be sole responsibility and obligation of Customer to secure any rights or permission that may be necessary for the placement and use of Customer's Equipment on or over private property or the public right of way.
13. Company & Regulatory Standards. The Equipment subject to this Agreement shall be installed, maintained and operated at all times in accordance with all Company design standards and requirements and with all applicable laws, rules and regulations by any governmental authority with jurisdiction, including Commission's General Order 95 (collectively "Laws"). Customer shall be responsible to correct all identified violations of Laws and all identified deviations from Company design standards or requirements. Where the Company makes corrections, Customer shall be responsible for all costs for the Company to remedy any notices of violation or infractions imposed on the Company as a result of the Customer's installation or operation of the Equipment, including, without limitation, any infractions under the Commission's General Order 95. Except when otherwise required by

the Laws or in the event that the Company determines that the violation, deviation or infraction caused by the Equipment poses a threat to the public or utility worker(s) or that the installed Equipment adversely impacts service reliability, asset life or the safe operation of Company facilities, prior to the Company remedying such violation, deviation or infraction, the Company will give the Customer written notice and the opportunity to remedy the same. If the Customer fails to correct the violation, deviation or infraction within thirty (30) days of such notice, the Company may, but shall not be obligated to, remedy such violation, deviation or infraction.

14. Equipment/Load Changes. Where the Company determines that the Equipment loads require changes to Company's serving facilities, or where rearrangements are required as a result of the added loads, all such modifications must be performed prior to connection of the Equipment and Customer shall be responsible for all costs associated with the work. Customer shall be financially responsible for any damage to Company facilities resulting from Equipment loads added prior to completion of any required work. Either the Company or Customer may determine that facility modifications are not practical or cost effective for specific locations, in which case the Customer shall remove their equipment and Wi-Fi service shall be discontinued for that specific location.
15. Termination of Agreement. This Agreement shall remain in effect until terminated. This Agreement may be terminated upon thirty (30) days prior written notice and the completion of the removal of customer equipment: a) by either party, which shall result in termination of service; or b) by Company upon Customer's default of any of the stated terms, agreements, covenants, conditions and provisions of this Agreement, the license or pole use agreement for such equipment or nonconformance with Company's other applicable tariffs. Any notice for termination of this Agreement for default shall specify the nature of the default. Customer may utilize the thirty (30) days from issuance of such notice to cure the specified default (or in the event of a default which requires in excess of thirty (30) days to cure, such additional time as is approved in writing by the Company). Timely cure of a specified default will avoid termination for that default. Customer expressly acknowledges that the Company shall not be liable for any costs, expenses, damages, claims or the like caused by or arising out of the Company's termination of this Agreement, including but not limited to any rearrangement, relocation, removal or disconnection expenses. Company may continue to provide service to Customer's Equipment provided that a subsequent executed superseding agreement governing the terms of unmetered service has gone into effect prior to the termination of this Agreement.
16. Commission Requests. Nothing in this Agreement shall preclude the Company from requesting authority from the Commission to implement an electric tariff for unmetered service. If an unmetered electric service tariff is approved for the Company, it shall apply to Customer's installations under this Agreement.
17. Modification of Forms. The Company is authorized to modify the form of Attachment B and C at its sole discretion and at any time require additional reasonable information from Customer for the purpose of this Agreement, including without limitation, accurate data concerning equipment, maintaining accurate records, and promoting accurate and efficient billing.
18. Written Notification. All notices required herein shall be given in writing and delivered personally by United States Postal Service, or other nationally recognized courier service, to the appropriate address below. Addresses may be changed by the Company or Customer as business needs change.

Customer: _____
Address: _____
Attn: Streetlight and Outside Lighting Organization

Customer's bill shall be mailed to the address listed below.

Billing Name: _____
Address: _____
Attn: _____

19. Waivers. The waiver by either Party of any default in the performance, or failure to insist on strict performance by the other, or any covenant or condition contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein.
20. Additional Equipment. If Customer acquires additional Equipment (connected by another Customer under the provisions of an identical Agreement) through merger, purchase, or other forms of acquisition, all such acquired Equipment shall become subject to this Agreement, and billing will be adjusted as required by this Agreement. Customer must provide the information necessary to complete new Attachment B(s), if such additional unmetered facilities have not previously been identified to the Company. Customer must also provide the information required to complete new or modify existing Attachment C(s).
21. Assignment of Agreement. Customer shall not assign this Agreement except upon the prior written consent of SCE.
22. Equipment Disconnection upon Termination. Upon termination of this Agreement, Customer shall promptly disconnect Customer's Equipment from the street light facilities. Customer remains responsible for payment of energy and customer charges under this Agreement until Equipment is disconnected.
23. Confidentiality. Customer shall not disclose any Confidential Information obtained pursuant to this Agreement to any third party, including any affiliates of Customer, without the express prior written consent of SCE. As used herein, the term "Confidential Information" means proprietary business, financial and commercial information pertaining to SCE, customer names and other information related to customers, including energy usage data ("Customer Information"), any trade secrets and any other information of a similar nature, whether or not reduced to writing or other tangible form. Confidential Information shall not include: (a) information known to Customer prior to obtaining the same from SCE; (b) information in the public domain at the time of disclosure by Customer; (c) information obtained by Customer from a third party who did not receive the same, directly or indirectly, from SCE; or (d) information approved for release by express prior written consent of an authorized representative of SCE.
24. Indemnification of SCE. To the fullest extent permitted by law, Customer shall indemnify, defend and hold harmless SCE, and its parent company, subsidiaries, affiliates and each of their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses, including without limitation reasonable attorneys' fees (a "Claim"), resulting from (a) any breach of the representations, warranties, covenants and obligations of Customer under this Agreement, (b) any act or omission of Customer, whether based upon Customer's negligence, strict liability or otherwise, in connection with the performance of this Agreement, or (c) any third party claims of any kind, whether based upon negligence, strict liability or otherwise, arising out of or connected in any way to Customer's performance or nonperformance under this Agreement. This indemnification obligation shall not apply to the extent that such injury, loss or damage is caused by SCE's sole negligence.
25. Defense of Claim. If any Claim is brought against the Indemnified Parties, Customer shall assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and Customer may exist with respect to such Claim. If a conflict precludes Customer from assuming the defense, then Customer shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties' defense costs through separate counsel of the Indemnified Parties' choice. If Customer assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving Customer of any of its obligations hereunder.
26. Survival. Customer's obligation to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.
27. Supersede. This Agreement shall supersede existing letters of understanding, agreements and contracts, whether verbal or written, for the provision of unmetered services to the Equipment.

APPROVED

Customer:

Southern California Edison Company

Title:

Title:

Name (Print):

Name (Print):

Signature:

Signature:

Date:

Date:

Attachment B



Attachment B

Attachment B to Agreement for Unmetered Electric Service to Wi-Fi Devices Attached to Southern California Edison's (SCE)-Owned Streetlight Facilities Form to be completed by SCE

Date of Agreement _____

Date of this attachment _____

Applicant: _____

Address: _____

Billing Name: _____

Address (If different from mailing): _____

Equipment billing information (to be completed by SCE)

Manufacturer/model or series _____

Equipment type* _____

WATTS _____

**Use only one Attachment B per Equipment type*

FIXED USAGE CALCULATION:

Devices of up to a maximum of 35 watts will be charged a fixed energy charge based on the assumed monthly consumption of 25 kWh.

Applicant must provide the following:

- Equipment model, type and unit identification number
- Input ratings in amps, nominal volts or documented average consumption
- Description of apparatus, if any, which controls hours of equipment operation, photo control or other operating characteristics including range of efficiency rating, selectable range of voltages, and any other information deemed necessary by SCE to accurately establish billing amounts.

Additional documentation and attachments are required by SCE:

- Pursuant to paragraphs 3 and 8 of the Agreement, for billing reporting, information required includes, but is not limited to:
- Equipment location (e.g., Street light number, GPS coordinate or other acceptable identification. Information required on Attachment C to the Agreement must be provided.)
- Notification of tax exemptions which may apply to the provisions of service under this Agreement.

Attachment C



Southern California Edison
Rosemead, California

Original
Cancelling

Cal. PUC Sheet No. 42591-E
Cal. PUC Sheet No.

Sheet 1

AGREEMENT FOR UNMETERED ELECTRIC SERVICE TO WI-FI DEVICES ATTACHED
TO SOUTHERN CALIFORNIA EDISON (SCE)-OWNED STREETLIGHT FACILITIES

Form 14-764

(To be inserted by utility)

Advice 2127-E

Decision _____

1D13

Issued by

Akbar Jazayeri

Vice President

(To be inserted by Cal. PUC)

Date Filed May 23, 2007

Effective _____

Resolution _____



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