

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

In the Matter of the Application of The Nevada)	
Hydro Company for a Certificate of Public)	Application 10-07-001
Convenience and Necessity for the Talega-)	(Filed July 6, 2010)
Escondido/Valley-Serrano 500 kV Interconnect)	
<u>Project.</u>)	

**REPLY BRIEF OF THE SOUTHERN CALIFORNIA EDISON COMPANY (U 338-E) ON
THRESHOLD ISSUES**

JENNIFER R. HASBROUCK
LAURA B. RENGER
ROBERT J. KANG

Attorneys for
SOUTHERN CALIFORNIA EDISON COMPANY

2244 Walnut Grove Avenue
Post Office Box 800
Rosemead, California 91770
Telephone: (626) 302-6012
Facsimile:
E-mail: robert.kang@sce.com

Dated: December 10, 2010

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

In the Matter of the Application of The Nevada)	
Hydro Company for a Certificate of Public)	Application 10-07-001
Convenience and Necessity for the Talega-)	(Filed July 6, 2010)
Escondido/Valley-Serrano 500 kV Interconnect)	
<u>Project.</u>)	

**REPLY BRIEF OF THE SOUTHERN CALIFORNIA EDISON COMPANY (U 338-E) ON
THRESHOLD ISSUES**

I.

INTRODUCTION

If The Nevada Hydro Company (“TNHC”) has its way, only those provisions of the Public Utilities Code (“Code”) favorable to it would apply, and unfavorable ones would not. However, if TNHC is allowed to reap the benefit of submitting an application for a Certificate of Public Convenience and Necessity (“CPCN”) pursuant to Section 1001 of the Code, it must also be subject to the burden of paying application-related costs, including intervenor compensation, under Sections 1801 and 631 *of the same Code*. This outcome is dictated by the canons of statutory construction, which state that statutory provisions are not to read in isolation, but within the context of an entire statutory scheme.¹ Here, Sections 1801 and 631 are part of a common

¹ *E.g., Smith v. Superior Ct.*, 39 Cal. 4th 77, 83-93 (2006)(“we do not construe statutes in isolation but rather read every statute with reference to the entire scheme of law of which it is part so that the whole may be harmonized
Continued on the next page

statutory scheme, alongside Section 1001, for processing CPCN applications that envisions the applicant paying certain application-related costs – regardless of the outcome of the proceeding.² Thus, either the cost reimbursement provisions of the Code apply alongside Section 1001 to TNHC, or none of them do.

TNHC should also be required to post a bond, or other form of financial guarantee, at the beginning of this proceeding. Even after filing its supplemental testimony, TNHC has failed to show that it could pay intervenors, including the Division of Ratepayer Advocates (“DRA”) if its CPCN application were denied, or *even if it were granted*. For example, instead of submitting details proving its financial health, TNHC simply claims that it will cover intervenor costs, and obtain financing for its project, by obtaining cost recovery from California’s ratepayers through the Transmission Access Charge (“TAC”) administered by the California Independent System Operator (“CAISO”).³ However, TNHC does not, to SCE’s knowledge, even currently have a proposal with the CAISO to engage the process for seeking such recovery.⁴ Thus, TNHC’s

Continued from the previous page

and retain effectiveness”)(internal citations and quotations omitted); *People v. Superior Ct. (Johannes)*, 70 Cal. App. 4th 558, 566 (1999)(“We cannot interpret the statutes in a way that renders one of them entirely surplusage”).

² SCE takes no position on whether any particular intervenor in this proceeding qualifies for intervenor compensation.

³ Application of The Nevada Hydro Company for a Certificate of Public Convenience and Necessity, *In the Matter of the Application of The Nevada Hydro Company for a Certificate of Public Convenience and Necessity for the Talega-Escondido/Valley-Serrano 500 kV Interconnect*, No. A.10-07-001, at 2 (Cal. Pub. Util. Comm’n, *fld.* July 6, 2010)(stating that TNHC would “transfer control of its proposed line to the CAISO “while TNHC recovers its costs plus a reasonable rate of return through the CAISO Transmission Access Charge”) (“TNHC Application”).

See also Transcript of September 22, 2010, Prehearing Conference, *In the Matter of The Application of the Nevada Hydro Company for a Certificate of Public Convenience and Necessity for the Talega-Escondido/Valley-Serrano 500 kV Interconnect*, No. A.10-07-001, at 70:1-7 (Cal. Pub. Util. Comm’n, *held* Sept. 22, 2010) (“Prehearing Conference Tr.”)

⁴ Prehearing Conference Tr., *supra* note 3, at 38:13-40:8, 76:1-22 (in response to the observation made by CAISO counsel that TNHC has not submitted a proposal to the CAISO for seeking rate recovery, TNHC counsel responded “[t]hat will be up to the FER.”)

claims about obtaining cost recovery are highly questionable, and they provide no assurance that intervenors would be compensated – or that TNHC could fund construction of its project – even if a CPCN were granted. Thus, in addition to requiring a bond from TNHC, SCE urges the Commission require TNHC to explain the legal basis by which it will claim cost recovery through the CAISO TAC. This proceeding should not be allowed to move forward until TNHC provides the bond and an explanation.

II.

ARGUMENT

A. If TNHC’s Application is Allowed to Proceed, Then the Intervenor Compensation Provisions Apply to TNHC

TNHC’s assertion that it may seek a CPCN under Section 1001, but is not subject to the cost reimbursement provisions (including intervenor compensation) of Sections 1801 and 631 of the same Code, reflects nothing more than impermissible statutory cherrypicking.⁵ In essence, TNHC is claiming that favorable provisions of the Code apply to TNHC, and that the burdensome ones do not.

However, TNHC’s argument runs counter to both public policy and the rules of statutory construction. As noted by DRA, and intimated by other intervenors, failing to provide for

⁵ Brief of The Nevada Hydro Company in Response to the Administrative Law Judge’s Ruling Establishing Date for Service of Supplemental Testimony and Setting Briefing Dates Dated October 6, 2010, *In the Matter of the Application of The Nevada Hydro Company for a Certificate of Public Convenience and Necessity for the Talega-Escondido/Valley-Serrano 500 kV Interconnect*, No. A.10-07-001, at 4-7, 18-20 (Cal. Pub. Util. Comm’n, *fld.* Nov. 19, 2010)(TNHC first stating that it may seek a CPCN under the Public Utilities Code, then stating that the intervenor compensation provisions do not apply to it)(“TNHC Threshold Issues Brief”).

intervenor compensation here would prevent them from fully participating in this proceeding.⁶ No other applicant seeking a CPCN would be allowed to so discourage intervenor participation, and with good reason: TNHC's claim violates the canons of statutory construction, which state that statutory provisions are not to be read in isolation, but within the context of an entire statutory scheme.⁷ Here, Sections 1001, 1801 and 631, are part of a common statutory scheme for processing CPCN applications that envisions applicants reimbursing certain costs, including qualified intervenor costs, regardless of the outcome of the proceeding. Thus, if TNHC is allowed to proceed with its application under Section 1001, it must also be subject to the compensation provisions of Sections 1801 and 631.

The fact that TNHC is not a public utility, and lacks a ratepayer base, does not alter that conclusion. TNHC claims that Section 1801 does not apply to it because that provision is facially limited to "public utilities" (which TNHC is not) and their ratepayers."⁸ If so, then Section 1001 also does not apply to TNHC, as it facially only allow "electrical corporations" – defined elsewhere in the Code as entities "controlling, operating or managing" electric plants (which TNHC does not) – and other public utilities (which TNHC is not), to seek a CPCN.⁹

⁶ E.g., Brief of the Division of Ratepayer Advocates in Response to the Administrative Law Judge's October 6, 2010 Ruling, *In the Matter of the Application of the Nevada Hydro Company for a Certificate of Public Convenience and Necessity for the Talega-Escondido/Valley-Serrano 500 kV Interconnect*, No. A.10-07-001, at *passim*, (Cal. Pub. Util. Comm'n, *fld.* No. 19, 2010)("The ratepayers who DRA represented would be harmed if DRA cannot participate to the same extent in this case as it would in one involving an IOU")("DRA Threshold Issues Brief").

⁷ See, e.g., *Smith.*, 39 Cal. 4th at 83-93.

⁸ Prehearing Conference Tr. *supra* note 3, at 70:1-7(TNHC counsel stating "if we get our CPCN and get the line going we'll have a ratebase . . ."); TNHC Threshold Issues Brief, at 7 ("Nevada Hydro, if granted a CPCN, will meet the statutory definition of 'public utility'").

⁹ Cal. Pub. Util. Code § 1001 (stating that "electrical corporation[s]" may seek a CPCN); *id.* § 218(a) (defining "electrical corporation" as an entity that owns or operates "electric plant"). Notably, Section 1001 only applies to electrical corporations that are public utilities. *Richfield Oil Corp. v. Public Util. Comm'n*, 54 Cal. 2d 419, 433-434 (1960).

TNHC is continuing with its application on the understanding that it will purportedly own an electric plant, and will purportedly become an electrical corporation, should a CPCN be granted.¹⁰ In other words, the mere possibility of future ownership of an electric plant allegedly allows TNHC to submit a CPCN application under Section 1001. But by that same token, TNHC also becomes subject to Section 1801 because TNHC will purportedly possess a ratepayer base, and will purportedly become a public utility, should a CPCN be granted.¹¹ The case for subjecting TNHC to the reimbursement requirements of Section 631 is even more compelling: like Section 1001, Section 631 applies to “electrical corporations” seeking a CPCN. TNHC cannot have its cake and eat it too. Either the reimbursement provisions of the Code apply alongside Section 1001 to TNHC, or none of them do.¹²

B. TNHC Should Be Required to Post a Bond or Other Guarantee of Payment

Notwithstanding TNHC’s claims to the contrary, this Commission may impose a bond to protect intervenors where appropriate.¹³ Since intervenors such as DRA have confirmed that

¹⁰ TNHC Threshold Issues Brief, *supra* note 5, at 5-6.

¹¹ Prehearing Conference Tr, *supra* note 3, at 69:15-70:7. However, as discussed in Section 2(B), *infra*, SCE expresses doubt that TNHC will be able to claim cost recovery through the CAISO TAC, even if a CPCN were granted.

¹² SCE reserves the right to argue that Section 1001 only applies to existing electrical corporations with existing electric plants.

¹³ Opinion on Requests for Intervenor Compensation, *In re Request of MCI Worldcom, Inc. and Sprint Corp. For Approval to Transfer Control of Sprint Corporation’s California Operating Subsidiaries to MCI Worldcom, Inc.*, D.02-07-030, 2002 Cal. PUC LEXIS 438, at *56-*57 (July 17, 2002) (requiring bond). Notably, the Commission may also require applicants, when necessary, to post a bond to guarantee payment even after the issuance of a CPCN. Opinion on Lodi Gas Storage’s Application for a Certificate of Public Convenience and Necessity to Construct and Operate a Gas Storage Facility, D.00-05-048, *Application of Lodi Gas Storage, LLC for Certificate of Public Convenience and Necessity for Construction and Operation of Gas Storage Facilities*, 2000 Cal. PUC LEXIS 394, at *1, *33, *49-*53, *113-*114 (May 18, 2000).

their participation would be hampered by the lack of guaranteed payment, TNHC should be required to post some form of financial guarantee at the *beginning* of this proceeding.¹⁴

Safeguarding intervenor compensation is particularly crucial in this case, as TNHC has failed to explain how it would pay intervenors should its CPCN be denied. For example, when asked by the Administrative Law Judge (“ALJ”) at the Prehearing Conference how TNHC intended to pay intervenors, TNHC responded that it would do so by seeking cost recovery from California’s ratepayers if it were granted a CPCN.¹⁵ *But TNHC could not, and did not, present an alternative plan should its application be denied.*¹⁶ This is no empty concern: TNHC’s application remains riddled with gaping holes, such as its failure to explain (despite being ordered to do so by the ALJ) the impact its project would have on SCE’s systems.¹⁷ Thus, the denial of TNHC’s application is a real and possible outcome that TNHC must address.

Other factors similarly indicate that TNHC would have trouble paying intervenors should its CPCN application be denied. For example, TNHC claimed that its supplemental testimony would demonstrate its project’s financial viability.¹⁸ But this testimony supports no such representation. At most the testimony indicates that several investors have purportedly “demonstrated interest” in investing in TNHC’s project – but it does not list names, details, or

¹⁴ *E.g.*, DRA Threshold Issues Brief, *supra* note 6, at 4-5.

¹⁵ Prehearing Conf. Tr., *supra* note 3, at 69:15-23, 70:1-5; TNHC Threshold Issues Brief, *supra* note 5, at 6; TNHC Application, *supra* note 4, at 2.

¹⁶ *Id.* at 69:5-7.

¹⁷ The ALJ issued her order at: Administrative Law Judge’s Ruling Establishing Date for Service of Supplemental Testimony and Setting Briefing Dates, *In the Matter of the Application of The Nevada Hydro Company for a Certificate of Public Convenience and Necessity for the Talega-Escondido/Valley-Serrano 500 kV Interconnect*, No. A.10-07-001, at 2 (Cal. Pub. Util. Comm’n, *fld.* Oct. 6, 2010). A review of TNHC’s supplemental testimony, filed on November 30, 2010, revealed no explanation of system impacts.

¹⁸ Prehearing Conference Tr., at 53:26-54:6.

actual commitment.¹⁹ Instead, that same testimony strongly indicates that those alleged investors *will not commit* if TNHC is denied a CPCN.²⁰ In like manner, it appears that TNHC and its proposed contractor, Siemens, have not yet completed their negotiations on some issues. According to Siemens, “*EPC negotiations have not yet started between Nevada Hydro and Siemens. Therefore the type of project whether lump-sum, cost plus etc [sic] has not yet been agreed upon.*”²¹ This apparent lack of firm commitment suggests that TNHC would not be able to cover application-related costs, such as intervenor compensation, should its CPCN application be denied. Imposing a bond under these conditions would be appropriate.

However, even more troubling than TNHC’s failure to explain how it would pay application costs should its application be denied, is the fact that TNHC has failed to explain how it would make such payment – or fund construction of its project – *even if a CPCN were granted.*²² For example, TNHC claims that it could pay intervenors by seeking cost recovery through the CAISO TAC if it obtained a CPCN.²³ This cost recovery theory is the apparent cornerstone of TNHC’s financing scheme, and is presumably the single most important factor spurring the alleged interest in TNHC’s project.²⁴ However, TNHC has not, to SCE’s

¹⁹ Direct testimony of E. Scott Medla, *In the Matter of the Application of The Nevada Hydro Company for a Certificate of Public Convenience and Necessity for the Talega-Escondido/Valley-Serrano 500 kV Interconnect*, No. A.10-07-001, at 6:12-20; 8:9-16 (Cal. Pub. Util. Comm’n, *fld.* Nov. 30, 2010)(testimony of TAG Energy Partners, TNHC’s financial consultant)(“Medla Testimony”).

²⁰ *Id.* at 3:18-4:13, 8:17-21 (claiming that the issuance of a CPCN may increase investor interest because it represents a “de-risking of the project”).

²¹ Direct Testimony of Ian Ramsey, *In the Matter of the Application of The Nevada Hydro Company for a Certificate of Public Convenience and Necessity for the Talega-Escondido/Valley-Serrano 500 kV Interconnect*, No. A.10-07-001, at 3:4-9; 5:1-2 (Cal. Pub. Util. Comm’n, *fld.* Nov. 30, 2010)(testimony of Siemens manager).

²² Prehearing Conference Tr, *supra* note 3, at 69:15-70:7.

²³ *Id.*; *see also* TNHC Application, *supra* note 3, at 2, and TNHC Threshold Issues Brief, at 6.

²⁴ *See* TNHC Application, *supra* note 3, at 2; Medla Testimony, *supra* note 19, at 6:12-20; 8:9-16; TNHC Threshold Issues Brief, *supra* note 6, at 6.

knowledge, even engaged the process for seeking such recovery by submitting a project proposal to the CAISO for review. To the contrary, TNHC's comments at the Prehearing Conference indicate that TNHC knowingly refuses to do so, and a review of its supplemental testimony shows no change in mind.²⁵ Thus, TNHC's claims regarding cost recovery are highly questionable and provide no assurance that TNHC could pay costs – or obtain funding for its project – even if a CPCN were granted. Thus, in addition to requiring a bond from TNHC, SCE urges the Commission require TNHC to explain the legal basis by which it will claim cost recovery through the CAISO TAC. This proceeding should not be allowed to move forward until TNHC provides the bond and an explanation.

III.

CONCLUSION

Statutory provisions are not read in isolation, but within the context of an overall statutory scheme. Sections 1001, 1801, and 631 of the Public Utilities Code are part of a common statutory framework for processing CPCN applications that envisions the applicant paying application-related costs. Thus, if TNHC is allowed the benefit of proceeding on its application pursuant to Section 1001, it must also be subject to the burden of reimbursing those

²⁵ Prehearing Conference Tr., *supra* note 3, at 38:13-40:7, 76:1-22 (CAISO counsel explaining that TNHC withdrew its proposal from CAISO consideration, and TNHC stating that it “will be up to the FERC” whether TNHC may obtain cost recovery through the CAISO TAC). SCE’s review of TNHC’s supplemental testimonies, filed on November 30, 2010, did not reveal any change in that position.

Notably, the Federal Energy Regulatory Commission has already spoken on this issue, stating that “[t]he Commission granted the CAISO’s request for clarification in Docket No ER06-278-007, finding that the Commission’s March 2008 Order **did not obviate the need for study of the proposed TE/VIS Interconnect under the CAISO’s transmission planning process.** We also **denied** Nevada Hydro’s request for clarification and its request for waiver of the CAISO’s tariff.” The Nevada Hydro Company, 131 F.E.R.C. ¶ 61,124, at P.10 (2010)(Docket Nos. ER06-278-008, ER08-654-004 (not consolidated))(emphasis added).

costs, including qualified intervenors' costs, under Sections 1801 and 631. Waiving that requirement for TNHC would frustrate the purpose of the Code by discouraging intervenor participation.

TNHC should be required to post a bond, or other form of financial guarantee, at the beginning of this proceeding. TNHC's supplemental testimony strongly suggests that TNHC lacks financial backing, which casts doubt on its ability to pay intervenor compensation should its CPCN application be denied. Finally, TNHC has not explained how it would obtain cost recovery through the CAISO TAC, even if a CPCN were granted – a failure that further casts doubt on TNHC's ability to pay intervenors, and to even fund construction of its project. Thus, in addition to requiring a bond from TNHC, SCE urges the Commission require TNHC to explain the legal basis by which it will claim cost recovery through the CAISO TAC. This proceeding should not be allowed to move forward until TNHC provides the bond and an explanation.

Respectfully submitted,

JENNIFER R. HASBROUCK
LAURA B. RENGER
ROBERT J. KANG

/s/ Robert J. Kang

By: Robert J. Kang

Attorneys for
SOUTHERN CALIFORNIA EDISON COMPANY

2244 Walnut Grove Avenue
Post Office Box 800
Rosemead, California 91770
Telephone: (626) 302-6012
Facsimile:
E-mail: robert.kang@sce.com

December 10, 2010



California Public
Utilities Commission

CPUC Home

CALIFORNIA PUBLIC UTILITIES COMMISSION

Service Lists

PROCEEDING: A1007001 - THE NEVADA HYDRO CO.

FILER: THE NEVADA HYDRO COMPANY

LIST NAME: LIST

LAST CHANGED: OCTOBER 20, 2010

[DOWNLOAD THE COMMA-DELIMITED FILE](#)
[ABOUT COMMA-DELIMITED FILES](#)

[Back to Service Lists Index](#)

Parties

ARNOLD B. PODGORSKY
WRIGHT & TALISMAN, P.C.
1200 G STREET, N.W., SUITE 600
WASHINGTON, DC 20005
FOR: WRIGHT & TALISMAN, P.C.

PATRICK L. MORAND
WRIGHT & TALISMAN, P.C.
1200 G STREET NW, SUITE 600
WASHINGTON, DC 20005
FOR: THE NEVADA HYDRO COMPANY

ROBERT KANG
SOUTHERN CALIFORNIA EDISON COMPANY
2244 WLANUT GROVE AVE., PO BOX 800
ROSEMEAD, CA 91770
FOR: SOUTHERN CALIFORNIA EDISON COMPANY

PAUL A. SZYMANSKI
ATTORNEY AT LAW
SAN DIEGO GAS & ELECTRIC COMPANY
101 ASH STREET HQ 12
SAN DIEGO, CA 92101
FOR: SAN DIEGO GAS & ELECTRIC COMPANY

CHARITY SCHILLER
BEST BEST & KRIEGER LLP
3750 UNIVERSITY AVENUE
RIVERSIDE, CA 92502-1028
FOR: ELSINORE VALLEY MUNICIPAL WATER
DISTRICT

GENE FRICK
4271 BAGGETT DR
RIVERSIDE, CA 92505
FOR: SANTA ANA MOUNTAINS TASK FORCE OF
THE SIERRA CLUB/FRIENDS OF THE FOREST
(TRABUCO DISTRICT)/THE SANTA ROSA
PLATEAU

JACQUELINE AYER
40701 ORTEGA HIGHWAY
LAKE ELSINORE, CA 92530
FOR: FOREST RESIDENTS OPPOSING NEW
TRANSMISSION LINES (FRONTLINES)

JOHN PECORA
16336 GRAND AVENUE
LAKE ELSINORE, CA 92530
FOR: JOHN PECORA

GREGORY HEIDEN
CALIF PUBLIC UTILITIES COMMISSION
LEGAL DIVISION
ROOM 5039

JONATHAN EVANS
CENTER FOR BIOLOGICAL DIVERSITY
351 CALIFORNIA ST., SUITE 600
SAN FRANCISCO, CA 94104

505 VAN NESS AVENUE
 SAN FRANCISCO, CA 94102-3214
 FOR: DIVISION OF RATEPAYER ADVOCATES

FOR: CENTER FOR BIOLOGICAL DIVERSITY

Information Only

MRW & ASSOCIATES, LLC
 EMAIL ONLY
 EMAIL ONLY, CA 00000

CAL. INDEPENDENT SYSTEM OPERATOR CORP.
 EMAIL ONLY
 EMAIL ONLY, CA 00000

JENNIFER M. HALEY
 BEST BEST & KRIEGER LLP
 EMAIL ONLY
 EMAIL ONLY, CA 00000-0000

JUDITH SANDERS
 CAL. INDEPENDENT SYSTEM OPERATOR CORP.
 EMAIL ONLY
 EMAIL ONLY, CA 00000-0000

NATHAN JACOBSEN
 EMAIL ONLY
 EMAIL ONLY, CA 00000-0000

RUSS KANZ
 EMAIL ONLY
 EMAIL ONLY, CA 00000-0000

SOPHIE A. AKINS
 BEST BEST AND KRIEGER, LLP
 EMAIL ONLY
 EMAIL ONLY, CA 00000-0000

JOHN BUSE
 CENTER FOR BIOLOGICAL DIVERSITY
 5656 S. DORCHESTER AVE. NO 3
 CHICAGO, IL 60637

MAYA LOPEZ GRASSE
 4209 E. VERMONT ST.
 LONG BEACH, CA 90814

FRED MOBASHERI
 CONSULTANT
 ELECTRIC POWER GROUP, LLC
 201 SOUTH LAKE AVE., SUITE 400
 PASADENA, CA 91101

LUPE GARCIA
 ELECTRIC POWER GROUP
 201 S. LAKE AVENUE, STE. 400
 PASADENA, CA 91101

CASE ADMINISTRATION
 SOUTHERN CALIFORNIA EDISON COMPANY
 2244 WALNUT GROVE AVENUE, ROOM 370
 ROSEMEAD, CA 91770

DAVID KATES
 THE NEVADA HYDRO COMPANY
 2416 CADES WAY
 VISTA, CA 92083
 FOR: THE NEVADA HYDRO COMPANY

DON LIDDELL
 DOUGLASS & LIDDELL
 2928 2ND AVENUE
 SAN DIEGO, CA 92103

KEVIN O'BEIRNE
 REGULATORY CASE MGR.
 SAN DIEGO GAS & ELECTRIC COMPANY
 8330 CENTURY PARK COURT, CP32D
 SAN DIEGO, CA 92123

CENTRAL FILES
 SAN DIEGO GAS AND ELECTRIC COMPANY
 8330 CENTURY PARK CT, CP32D, RM CP31-E
 SAN DIEGO, CA 92123-1530

JOHN E. BROWN
 BEST BEST & KRIEGER LLP
 3750 UNIVERSITY AVENUE, SUITE 400
 RIVERSIDE, CA 92502
 FOR: ELSINORE VALLEY MUNICIPAL WATER
 DISTRICT

KRISTIN ESTENGER
 RANCHO CAPISTRANO PROPERTY OWNERS ASS
 34655 ARROYO ROAD
 LAKE ELSINORE, CA 92530

LINDA LOU RIDENOUR
 33628 BRAND ST.
 LAKE ELSINORE, CA 92530
 FOR: LAKE ELSINORE HISTORICAL SOCIETY

MARTIN RIDENOUR
 33628 BRAND ST.
 LAKE ELSINORE, CA 92530
 FOR: BUTTERFIELD MULTIUSE TRAILS

RONALD E. YOUNG
 DISTRICT GEN. MANAGER

PETER LEWANDOWSKI
 THE NEVADA HYDRO COMPANY

ELSINORE VALLEY MUNICIPAL WATER DISTRICT 26051 VIA CONCHA
3131 CHANEY STREET / PO. BOX 3000 MISSION VIEJO, CA 92691
LAKE ELSINORE, CA 92531-3000

CALIFORNIA ENERGY MARKETS
425 DIVISADERO ST. STE 303
SAN FRANCISCO, CA 94117-2242

STEPHEN E. VEVLVIS
ATTORNEY AT LAW
MILLER, STARR & REGALIA
1331 N. CALIFORNIA BLVD., 5TH FL.
WALNUT CREEK, CA 94596
FOR: FRIESIAN FOCUS, LLC, THE FERNANDEZ
TRUST, AND JOSEPH AND JOAN FERNANDEZ

State Service

ANDREW BARNSDALE
CALIF PUBLIC UTILITIES COMMISSION
ENERGY DIVISION
AREA 4-A
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

ANGELA K. MINKIN
CALIF PUBLIC UTILITIES COMMISSION
DIVISION OF ADMINISTRATIVE LAW JUDGES
ROOM 5017
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

MICHAEL YEO
CALIF PUBLIC UTILITIES COMMISSION
ELECTRICITY PLANNING & POLICY BRANCH
ROOM 4103
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

NICHOLAS SHER
CALIF PUBLIC UTILITIES COMMISSION
LEGAL DIVISION
ROOM 4007
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

[TOP OF PAGE](#)
[BACK TO INDEX OF SERVICE LISTS](#)