

Southern California Joint Pole Committee

279 E. Arrow Hwy. Suite 104
San Dimas, CA 91773
Phone (909) 599-3801

November 19, 2025

A regular meeting of the **Administrative Board** took place on the above date, at 9:01 a.m., via teleconference.

Those in attendance were:

Mr. John Bacon	City of Los Angeles
Mr. Lex Treepaisan	Frontier Communications
Ms. Silvana Ray	Southern California Edison
Mr. Kristoffer Scheetz	Southern California Edison
Ms. April DeBarge	Southern California Edison
Ms. Carla Stephen	Southern California Edison
Ms. Shelby Mulvehill	Southern California Edison
Ms. Marisol Bailey	Southern California Edison
Mr. Micheal Pearson	Southern California Edison
Mr. Samuel Picazo	Southern California Edison
Mr. Kevin Flores	Southern California Edison
Mr. Todd Dailey	AT&T California
Ms. Kay Black	AT&T California
Mr. Alvin Robielos	AT&T California
Mr. Robert Stanard	AT&T California
Ms. Joy Young	AT&T California
Ms. Veronica Casanova	AT&T California
Ms. Aarize Dizon	Crown Castle NG West Inc.
Ms. Jacqueline Costa	Crown Castle NG West Inc.
Mr. Jeremy Effinger	Crown Castle NG West Inc.
Mr. James Todaro	Verizon Wireless
Mr. Alex Parra	City of Riverside
Mr. John Vu	City of Anaheim
Ms. Maribel Sanchez	Teleport Communications America, LLC
Mr. Irvin Orzuna	City of Glendale
Ms. Maria Ortiz	MCI Metro ATS/MCI Telecommunications/XO Communications
Mr. Salvador Zambrano	City of Burbank
Ms. Jacklin Ghaly	City of Pasadena
Ms. Lynne LaFrenais	Bear Valley Electric Service, Inc.
Ms. Dianell Caamano	AT&T Mobility
Mr. David Navar	City of Colton
Ms. Timothy Bass	City of Colton
Mr. Joseph DeLaTorre	City of Azusa
Mr. Hein Vuong	City of Azusa

Mr. Ben Coffey	City of Banning
Mr. Johnny Villalobos	M-Power Telecommunications
Mr. David Campo	City of Lompoc
Mr. Nick Van Stryk	City of Vernon (Petrelli Electric)
Ms. Alicia Smith	Sprint Nextel/Sprint Communications
Ms. Shawn Henderson	T-Mobile USA
Ms. Linda McLean	Extenet Systems
Ms. Heidi Seropian	Extenet Systems
Ms. Kristen Stathis	ATC-Outdoor DAS, LLC
Ms. Tamara Zaki	Boldyn Networks US LLC
Ms. Patti Ringo	Sonic Telecom, LLC
Ms. Angela Pranata	Committee Staff
Ms. Kathleen Allen	Committee Staff

CALL TO ORDER

Mr. Bacon, President of SCJPC, called the meeting to order at 9:01 a.m. Mr. Bacon then proceeded with roll call. When the roll call was completed Time Warner Cable (TWC) was not in attendance.

There were no questions or comments.

HOUSEKEEPING:

Mr. Bacon requested that members who are teleconferencing mute their phones so that no interference is picked up. He added that if the teleconferencing members must step away from the meeting please inform the chair when they leave and return to the meeting, in the event that a vote call transpired in their absence. Additionally, he asked members, before speaking, to please state their name and company first, then proceed with comments or questions. If someone else is talking, please do not talk over them because it is hard to hear and incoherent.

APPROVAL OF MINUTES:

Mr. Bacon inquired whether the members reviewed the minutes of October 15, 2025, Administrative Board meeting and if there were any comments, additions, deletions, or revisions. In that there were no corrections, Mr. Bacon then solicited a motion to accept the minutes as written. Mr. Treepasian motioned to accept October 15, 2025, minutes as written. Mr. Dailey seconded the motion, which after the vote tally was completed, passed. However, Ms. Sanchez, Ms. Ortiz, Ms. Caamano, and Ms. Stathis abstained.

There were no questions or comments.

MANAGER'S REPORT

Ms. Pranata reported that the October 2025 Gross Expenses and Capital Investments totaled \$154,842.63, and members were assessed the same amount. Ms. Pranata requested that all members expedite payment of outstanding SCJPC membership invoices. The committee's available funds fluctuate based on the timing of member payments, and the current balance is low due to significant delays in membership assessment payments and three paydays in October 2025. Prompt payment will help ensure sufficient funds for December 2025 staff payroll and the San Dimas office rent.

There were no questions or comments.

COMMUNICATIONS:

Gateway Cities Council of Government (COG) Membership Application

- All documents sent by COG included in the meeting packet
- SCJPC met with COG and CPUC on 10/31/2025

Ms. Pranata reported that all documents from Gateway Cities Council of Governments (COG) are included in the meeting packet for review. She noted that SCJPC met with COG and CPUC on October 31, 2025, and asked Mr. Bacon or Mr. Treepaisan to provide a summary. Mr. Bacon summarized notes from SCJPC's attorney, highlighting key points. The discussion centered on whether COG and its 28 members could join SCJPC. The meeting with CPUC was contentious; SCJPC was accused of bias and warned of potential action if COG was not admitted. Legal analysis concluded COG does not meet SCJPC's membership definition, as it is not a government entity or publicly owned utility providing communication, electric power, transportation, or other utility services. COG lacks a utility membership number and does not qualify as a utility. Concerns were raised about COG's ability to function as a utility beyond deploying fiber networks. Mr. Bacon noted that members should review the attorney's notes regarding COG's application. Mr. Bacon inquired if a vote may occur later in the meeting, or after further review. Ms. Pranata stated that if the committee agrees, the next step would typically be inviting COG to an Administrative Board meeting for members' questions. Ms. Ray asked whether the interview process is necessary if the applicant does not meet membership requirements. Ms. Pranata responded that this is her first time handling such a case and confirmed it is up to the committee; if members agree COG does not qualify, SCJPC's attorney can draft an official rejection letter. Ms. Ray also asked if COG submitted insurance and financial documents; Ms. Pranata confirmed they had not. Mr. Vuong referenced the attorney's analysis, noting it clearly shows COG does not meet membership requirements and suggested making a decision based on that rather than proceeding with an interview, to avoid giving false hope. Mr. Bacon agreed, stating that moving forward would be unnecessary since COG does not qualify and would face challenges meeting bonding and insurance requirements. He recommended issuing a formal rejection letter outlining the reasons. Mr. Treepaisan supported this approach, as did Ms. Dizon (Crown Castle) and Mr. Dailey (AT&T California), who noted COG failed to meet basic application requirements and therefore should not advance to the interview stage.

Mr. Bacon noted that SCJPC is a private entity, not a public one, and therefore CPUC has no authority over its membership decisions. While CPUC regulates members individually as public utilities, it does not govern SCJPC as an organization. Mr. Bacon

asked whether COG could file suit if denied membership and whether SCJPC's bylaws provide sufficient legal standing for rejection. He suggested the next step would be instructing SCJPC's attorney to draft an official letter. Mr. Bacon then asked if a vote is required under the bylaws. Ms. Pranata clarified that a vote is only necessary for acceptance, not rejection, and asked if anyone objected to proceeding without a vote. Hearing no objections, Mr. Bacon confirmed consensus.

After further discussion, members agreed to have SCJPC's attorney draft a letter stating that COG's membership application is incomplete and requiring submission of all missing documents within a specified timeframe.

There were no further questions or comments from the members.

Ripple Fiber Membership Application

- The document is included in the meeting packet.

Ms. Pranata reported that SCJPC received another application from Ripple Fiber, and the related documents are included in the packet on page 36. Ms. Ray noted she was not present at the last meeting and did not receive the packet. She requested a copy when convenient. Ms. Pranata advised that the packet is available on the SCJPC website on the meeting agenda page. Ms. Ray acknowledged and thanked her. Mr. Bacon stated that the application will follow the same review process and suggested addressing it in January. Ms. Pranata added that the next step is to respond to Ripple Fiber's letter with a list of requirements.

There were no further questions or comments from the members.

SPECIAL REPORTS:

There were no Special Reports.

SUB-COMMITTEE REPORTS:

Authorized Cost ad hoc Committee

Mr. Van Stryk reported this ad hoc committee met last month. Mr. Van Stryk noted that all members should have submitted their pole prices.

He directed the members to the minutes for all the details.

Compliance ad hoc Committee

Ms. Dizon reported this ad hoc committee met last month. The committee discussed the necessity of C-Truss records. AT&T California confirmed there is no issue provided the base owner tracks the C-Truss.

For additional information, she referred the members to the meeting minutes.

Computer Communications ad hoc Committee

Ms. Ray reported this ad hoc committee met last month. Ms. Pranata was going to obtain a quote for programming services.

She directed the members to the minutes for all the details.

Routine Revision ad hoc Committee

Ms. Black reported on behalf of Ms. Ortiz, who was absent last month, and directed members to the minutes for full details.

Basic JPA Training ad hoc Committee

Ms. Dizon reported this ad hoc committee met last month. Ms. Allen received AT&T California's information needed to create a new BOS video. Members reviewed the importance of billing orders, particularly for pole replacements, and discussed whether limiting BOS enforcement could simplify operations and reduce financial impact. Ms. Black emphasized that proper billing sequence prevents missed charges and ensures accurate cost recovery.

For additional information, she referred the members to the meeting minutes.

Operating Committee

Mr. Treepaisan reported this ad hoc committee met last month. Ms. Allen updated instructions to clarify the email protocol and reiterated Form 7 submissions per the Routine Handbook. She emphasized that "OK to Bill" requests must be submitted from the initiator's email. Due to the increasing number of priority JPAs, Ms. Allen proposed pausing priority bill JPAs for January 2026 and resuming in February; members agreed. The committee also discussed the upcoming office lease termination, including staff communication methods and reimbursement amounts related to the closure.

He directed the members to the minutes for all the details.

CONSENT CALENDAR:

There was no Consent Calendar.

DISCUSSION CALENDAR:

Item 1799 & 1800 (recommended by the Routine Revision committee):

- Item 1799: Approved Maintenance Program Routine Handbook Review (Kay Black – AT&T California - 2/19/25)
- Item 1800: Approved Maintenance Program Review (K. Black – AT&T CA – 2/19/2025, moved from Compliance on 08/20/2025)
- SCE requested that items 1799 and 1800 be moved back to discussion (A. DeBarge, 10/16/2025).
- Edits from SCE are included in the meeting packet.

Ms. Black asked Ms. Pranata to display Edison's edits on the screen (see attached) and invited Edison to explain their rationale for striking two items. Ms. Ray clarified that Edison cannot provide an accurate number before January 1st and will need to consult multiple work groups to compile the list. Ms. Black asked if a later date would be feasible; Ms. Ray agreed to check with her team and collaborate with other departments to compile the list. Ms. Black emphasized AT&T California's need for forecasts to allocate annual budgets. Without shared cost projections, members only receive bills without visibility into future expenses. She noted that AT&T California's inspection program is planned and expected forecasts should not be burdensome, though collaboration across work groups may pose challenges. Ms. Black requested Edison to explore options for providing forecasts, as this aligns with the Routine Handbook's intent to give members advance notice. Edison agreed to review internally. No further discussion was raised by other members on this matter.

Ms. Black asked Ms. Ray to explain Edison's rationale for striking the second item. Ms. Ray stated she does not understand how retagging would fall under a special agreement, noting that retagging occurs frequently due to scenarios such as accidents or vandalism. Ms. Black shared AT&T California's concern, citing data showing over 600 poles were retagged multiple times within a 12-month period. She emphasized the need to understand why certain poles require repeated retagging, not to avoid cost-sharing but to identify underlying issues. Ms. Ray asked if the data had been shared previously; Ms. Black confirmed it was emailed to Ms. Ray and Mr. Simpson.

After further discussion, Ms. Ray agreed to review the documentation and continue the conversation offline. Ms. Black requested Edison to advise when they are ready to discuss further and noted the topic will remain on the discussion agenda for next month.

There were no further questions or comments from the members.

OTHER ITEMS:

Unfinished Business

- Item 1581: Pole Record Redesign – OPERATING (10/16/2013) **(STILL OPEN)**
- Item 1597: Review of Routine Handbook examples – ROUTINE REVISION (5/19/2015) **(STILL OPEN)**
- Item 1630: CPUC Updates – COMPLIANCE (2/14/2018) – **ON HOLD**
- Item 1658: Environmental Issues – COMPLIANCE (1/16/2019, moved from Admin Board 1/15/2020) **(STILL OPEN)**
- Item 1776: Establishing a Timeline and Codified Process for Mutual benefit of Pole Replacements - ADMINISTRATIVE BOARD (3/17/2021, Moved from COMPLIANCE 6/18/2021) – **ON HOLD**
- Item 1793: Section 4.0 with Form 48 – ROUTINE REVISION (10/18/2023) - **ON HOLD**
- Item 1798: Strand Mounted Antennas – ROUTINE REVISION (11/20/2024) **(STILL OPEN)**
- Item 1799: Approved Maintenance Program Routine Handbook Review – ROUTINE REVISION (2/19/2025) **(STILL OPEN)**
- Item 1800: Approved Maintenance Program Review – COMPLIANCE (2/19/2025)

(STILL OPEN)

Item 1801: Review of Pole Price Calculations – AUTHORIZED COSTS (2/29/2025)

(STILL OPEN)

Item 1802: Review of Authorized Cost Calculations – AUTHORIZED COSTS (2/29/2025) **(STILL OPEN)**

Item 1806: Standardized Excel Form – COMPUTER COMMUNICATIONS (6/18/2025, Moved from OPERATING 5/21/2025) **(STILL OPEN)**

Closed Items

All items remain open.

New Business

Known Items:

There were no Known Items.

Unknown Items:

There were no Unknown Items.

Policy Changes (standing agenda item)

There were no Policy Changes.

SCHEDULE OF FUTURE MEETINGS:

Future meetings that will be remote were scheduled as follows:

Administrative Board	1/21/2026	9:00 a.m.	Teleconference (MS TEAMS)
Operating Committee	1/21/2026	Following	Administrative Board
Nominating Committee	1/21/2026	Following	Operating Committee
Authorized Costs Committee	1/21/2026	Following	Nominating Committee
Routine Revision Committee	1/21/2026	Following	Authorized Costs Committee
Compliance Committee	1/21/2026	Following	Routine Revision Committee
Computer Committee	1/21/2026	Following	Compliance Committee
Basic JPA Training	1/21/2026	Following	Computer Committee

ADJOURNMENT

Mr. Bacon adjourned the meeting at 9:47 a.m. until Wednesday, January 21, 2026.

Mr. Bacon, President

Ms. Angela Pranata, Manager of Operations

Transcribed by Ms. Kathleen Allen - Committee Staff



GATEWAY CITIES
COUNCIL OF GOVERNMENTS

May 27, 2025

Artesia

Avalon

Bell

Bellflower

Bell Gardens

Cerritos

Commerce

Compton

Cudahy

Downey

Hawaiian Gardens

Huntington Park

Industry

La Mirada

Lakewood

Long Beach

Lynwood

Maywood

Montebello

Norwalk

Paramount

Pico Rivera

Santa Fe Springs

Signal Hill

South Gate

Vernon

Whittier

County of Los Angeles

Port of Long Beach

Ms. Angela Pranata, Manager of Operations
Southern California Joint Pole Committee
279 East Arrow Hwy, Suite 104
San Dimas, CA 91773

Dear Ms. Pranata:

On behalf of the Gateway Cities Council of Governments (Gateway Cities), please accept this membership application packet to allow Gateway Cities to join the Southern California Joint Pole Committee (SCJPC) as a full member.

As required for membership, the Gateway Cities Council of Governments is a public agency formed pursuant to California Government Code section 6500 *et seq.* GCCOG is a joint powers authority of 27 member cities and 11 unincorporated areas in the Southeast Los Angeles County region, along with representation from Los Angeles County and the Port of Long Beach. Attached is a copy of the Gateway Cities' Joint Exercise of Powers Agreement (Exhibit A, attached here and incorporated into this application by this reference), as well as a copy of the certificate of filing of the Joint Exercise of Powers Agreement with the California Secretary of State. (Exhibit B, attached here and incorporated into this application by this reference).

Gateway Cities is prepared to obtain the appropriate insurance in compliance with the SCJPC membership requirements once those requirements are disclosed to Gateway Cities. Gateway Cities will also designate one or more representatives to be the point(s) of contact for Gateway Cities once membership is approved.

The underlying reason for Gateway Cities to seek membership in the SCJPC is that Gateway Cities was awarded federal and CPUC grant funding to construct a regional fiber optic cable network to connect unserved households, as well as to provide redundant fiber-based connectivity to 24 member city halls within the Gateway Cities to facilitate and enhance their respective municipal routine and emergency operations. The project is detailed in Exhibit C, which is attached here and incorporated into this application by this reference. The design of the Gateway Cities Regional Fiber Network consists of over 184,000 feet of aerial fiber on approximately 1,400 SCJPC utility poles, as well as additional underground fiber that it anticipated to be outside of the poles subject to SCJPC coordination.

Ms. Angela Pranata, Manager of Operations

May 27, 2025

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In conclusion, Gateway Cities is—in all respects—qualified to construct and thereafter operate telecommunications facilities in the public rights of way in those areas of Southern California served by the SCJPC, thus qualified to join the SCJPC.

For your convenience, you are welcome to correspond with Gateway Cities via email addressed to all three of the following key contacts:

1. Hector De La Torre (hdelatorre@GatewayCOG.org),
2. Ivy M. Tsai (IMT@Jones-Mayer.com), and
3. Dr. Jonathan L. Kramer (JKramer@GatewayCOG.org);

We look forward to becoming a member of the SCJPC.

Sincerely,



Hector De La Torre, Executive Director
Gateway Cities Council of Governments

HDLT/34431

Attachments: Exhibit A: Gateway Cities' Joint Exercise of Powers Agreement (18 pages);
Exhibit B: Joint Exercise of Powers Agreement (3 pages);
Exhibit C: Fiber project overview (4 pages).

cc: Gateway Cities COG Board of Directors
Ms. Ivy Tsai, Esq., General Counsel (Jones & Mayer)
Dr. Jonathan L. Kramer, Esq. Special Counsel (Telecom Law Firm, PC)

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**JOINT EXERCISE OF POWERS AGREEMENT
OF THE
GATEWAY CITIES COUNCIL OF GOVERNMENTS
(A JOINT POWERS AUTHORITY)**

October 2007

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**JOINT EXERCISE OF POWERS AGREEMENT
OF THE
GATEWAY CITIES COUNCIL OF GOVERNMENTS
(A JOINT POWERS AUTHORITY)**

This Joint Exercise of Powers Agreement of the Gateway Cities Council of Governments (“Agreement”) is made and entered into by and between the public entities (collectively, “Members”) whose names are set forth on Exhibit A, attached hereto and incorporated herein by this reference, pursuant to Section 6500 et seq. of the Government Code and other applicable law:

WITNESSETH:

The parties hereto do agree as follows:

Section 1. Recitals. This Agreement is made and entered into with respect to the following facts:

A. Historically, the cities in Southeast Los Angeles County have worked together on an as needed basis to address area wide problems and issues, ranging from flood control, groundwater contamination, transportation, solid waste, air quality and through numerous professional groupings of city officials to address legislative changes and other issues. However, the growing need for the cities in Southeast Los Angeles County to develop and implement their own sub-regional policies and plans and voluntarily and cooperatively resolve differences among themselves requires a more representative and formal structure.

B. There is further a growing need for the cities in Southeast Los Angeles County to involve the unincorporated areas of Los Angeles County (the “County”) located in the Southeast Los Angeles County in the development and implementation of sub-regional policies and plans and in the voluntary and cooperative resolution of differences between the cities and the unincorporated areas.

C. The public interest requires a joint powers agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and sub-regional basis through the establishment of a council of governments;

D. The public interest requires that an agency explore areas of intergovernmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern to its Members;

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E. The public interest requires that an agency with the aforementioned goals not possess the authority to compel any of its members to conduct any activities or implement any plans or strategies that they do not wish to undertake (except for the payment of dues);

F. Each Member is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields;

G. Each Member, by and through its legislative body, has determined that a sub-regional organization to assist in planning and voluntary coordination among the cities in Southeast Los Angeles County is required in furtherance of the public interest, necessity and convenience; and

H. Each Member, by and through its legislative body, has independently determined that the public interest, convenience and necessity requires the execution of this Agreement by and on behalf of each such Member.

Section 2. Creation of Separate Legal Entity. It is the intention of the Members to create, by means of this Agreement, a separate legal entity within the meaning of Section 6503.5 of the Government Code. Accordingly, there is hereby created a separate legal entity which shall exercise its power in accordance with the provisions of this Agreement and applicable law.

Section 3. Name. The name of the said separate legal entity shall be the Gateway Cities Council of Governments ("Council").

Section 4. Purpose and Powers of the Council.

A. Purpose of Council. The purpose of the creation of the Council is to provide a vehicle for the Members to voluntarily engage in regional and cooperative planning and coordination of government services and responsibilities to assist the Members in the conduct of their affairs. It is the clear intent among cities that the Council shall not possess the authority to compel any of its members to conduct any activities or implement any plans or strategies that they do not wish to undertake (except for the payment of dues). The goal and intent of the Council is one of voluntary cooperation among cities for the collective benefit of cities in Southeast Los Angeles County.

B. Common Powers. The Council shall have, and may exercise, the following powers:

- (1) Serve as an advocate in representing the Members of the Gateway Cities Council of Governments at the regional, state and federal levels on issues of importance to Southeast Los Angeles County;

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- (2) Serve as a forum for the review, consideration, study, development and recommendation of public policies and plans with regional significance, including but not limited to the following:
- (a) Promote the economic development of the sub-region by maximizing the sub-region's competitive advantage, to overcome influences that are eroding the sub-region's economy and to work cooperatively with the private sector;
 - (b) Assume responsibility for the sub-regional transportation planning process, to advocate for maximum public sector funding for the sub-region's transportation needs, to create an open process for determining the sub-region's transportation priorities, to elevate the decision making process to the elected officials upon the recommendations of the City Managers of the sub-region;
 - (c) To be sufficiently involved in the activities of the South Coast Air Quality Management District so as to respond to District Actions affecting the best interests of the members of the Council of Governments;
 - (d) To be sufficiently involved in the oversight and management of the data base of the sub-region, including but not limited to the areas of population, employment, and housing so as to avoid manipulation of the data base by others that is not in the best interest of the sub-region; and to strive for accurate and true measures of the needs of the sub-region when judged on a statistical measure for funding, representation or any other purpose;
 - (e) To perform the Southern California Association of Governments (SCAG) sub-regional planning process;
 - (f) Work with the sub-region's State and federal elected representatives for the benefit of the members of the Council of Governments;
 - (g) Seek to maximize and protect the sub-region's fair share of all State and Federal funding;

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- (h) Serve as a mechanism for obtaining state, federal or regional grants to assist in financing the expenditures of the Council of Governments;
- (3) Assist in resolving conflicts among the cities in Southeast Los Angeles County as they work to achieve common goals;
- (4) Explore practical areas for voluntary intergovernmental cooperation in improving the administration or efficiency in the delivery of government services;
- (5) Work toward building consensus among the cities of Southeast Los Angeles County as they strive for common goals for themselves or the sub-region;
- (6) Make and enter into contracts, including contracts for the services of engineers, consultants, planners, attorneys, and single purpose public or private groups;
- (7) Employ agents, officers and employees;
- (8) Apply for, receive and administer a grant or grants under any federal, state or regional programs;
- (9) Receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from person, firms, corporations and any governmental entity;
- (10) Lease, manage, maintain, and operate any buildings, works or improvements, and
- (11) Delegate some or all of its powers to the Executive Director as hereinafter provided.

C. Exercise of Powers. The Council shall, in addition, have all implied powers necessary to perform its functions. It shall exercise its powers only in a manner consistent with the provisions of applicable law, this Agreement and the Bylaws.

D. Restrictions on Exercise of Powers. In accordance with Government Code Section 6509, the powers of the Council shall be exercised in the manner prescribed in the Joint Exercise of Powers Act, Government Code Sections 6500 et seq., as

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that Act now exists and may hereafter be amended, and shall be subject to the restrictions upon the manner of exercising such powers that are imposed upon the City of Paramount, a general law city, in the exercise of similar powers, provided, however, that if the City of Paramount shall cease to be a member, then the Council shall be restricted in the exercise of its power in the same manner as the City of Pico Rivera, a general law city.

Section 5. Creation of Board of Directors. There is hereby created a Board of Directors for the Council ("Board") to conduct the affairs of the Council. The Board shall be constituted as follows:

A. Designation of the Board of Directors Representatives. Except with regard to the County, one person shall be designated as a representative of the Board of Directors by the legislative body of each of the Members ("Board Representative"). The County, in its sole discretion, but subject to the requirement that it shall pay dues and assume all obligations under this Agreement in proportion to the number of its Representatives, shall have one, two or three Board Representatives. The Board Representative(s) for the County shall reside in and/or represent one of the First, Second or Fourth Supervisorial Districts and shall be selected by the respective County Supervisor for said District. The Mayor of the City of Long Beach shall be a Board Representative in addition to one person designated by the city's legislative body.

B. Designation of Alternate Board Representatives. Except with regard to the County, one person shall be designated as an alternate representative of the Board by the legislative body of each of the Members ("Alternate Board Representative"). The County shall have one, two or three Alternate Board Representatives, each acting as an alternate for only one of the First, Second and/or Fourth Supervisorial Districts. The Alternate Board Representative(s) for the County shall be selected by the respective County Supervisor(s) for the First, Second or Fourth Supervisorial Districts and shall reside in and/or represent that same Supervisorial District.

C. Eligibility. No person shall be eligible to serve as a Board Representative or an Alternate Board Representative unless that person is, at all times during the tenure of that person as a Board Representative or Alternate Board Representative, a member of the legislative body of one of the appointing Members. Should any person serving on the Board fail to maintain the status as required by this Section 5, that person's position on the Board shall be deemed vacated as of the date such person ceases to qualify pursuant to the provisions of this Section 5 and the Member shall be entitled to appoint a qualified replacement.

Section 6. Use of Public Funds and Property. The Council shall be empowered to utilize for its purposes, public and/or private funds, property and other resources received from the Members and/or from other sources. Subject to the approval of the Board of Directors of the Council, the Members shall participate in the

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funding of the Council in such a manner as the Board shall prescribe, subject to the provisions of Section 26 of this Agreement. Where applicable, the Board of the Council may permit one or more of the Members to provide in kind services, including the use of property, in lieu of devoting cash to the funding of the Council's activities.

Section 7. Functioning of Board of Directors.

A. Voting and Participation. Each Member may cast only one vote for each issue before the Board through its representatives. An Alternate Board Representative may participate or vote in the proceedings of the Board only in the absence of that Member's Board Representative. Board Representatives and Alternate Board Representatives seated on the Board of Directors shall be entitled to participate and vote on matters pending before the Board only if such person is physically present at the meeting of the Board of Directors and if the Member which that Board Representative or Alternate Board Representative represents has timely and fully paid dues as required by this Agreement and the Bylaws.

B. Proxy Voting. No absentee ballot or proxy shall be permitted.

C. Quorum. A quorum of the Board of Directors shall consist of not less than fifty percent (50%) plus one (1) of its total voting membership.

D. Committees. As needed, the Board may create permanent or ad hoc advisory committees to give advice to the Board of Directors on such matters as may be referred to such committee by the Board. All committees shall have a stated purpose before they are formed. Such a committee shall remain in existence until it is dissolved by the Board. Qualified persons shall be appointed to such committees by the Board and each such appointee shall serve at the pleasure of the Board. Committees, unless otherwise provided by law, this Agreement, the Bylaws or by direction of the Board, may be composed of representatives to the Board and non-representatives to the Board.

E. Actions. Actions taken by the Board shall be by not less than fifty percent (50%) plus one (1) of the voting representatives of the Board which are present with a quorum in attendance, unless by a provision of applicable law, this Agreement, the Bylaws or by direction of the Board of Directors, a higher number of votes is required to carry a particular motion.

Section 8. Duties of the Board of Directors. The Board shall be deemed, for all purposes, the policy making body of the Council. All of the powers of the Council, except as may be expressly delegated to others pursuant to the provisions of applicable law, this Agreement, the Bylaws or by direction of the Board, shall be exercised by and through the Board.

Section 9. Roberts Rules of Order. The substance of Roberts Rules of Order shall apply to proceedings of the Board, except as may otherwise be provided by provisions of applicable law, this Agreement, the Bylaws or by direction of the Board.

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Section 10. Meetings of Board of Directors. The Board shall, by means of the adoption of Bylaws, establish the dates and times of regular meetings of the Board. The location of each such meeting shall be as directed by the Board.

Section 11. Election of President and Vice-President. The President shall be the chairperson of the Board, shall conduct all meetings of the Board and perform such other duties and functions as required of such person by provisions of applicable law, this Agreement, the Bylaws or by the direction of the Board. The Vice-President shall serve as chairperson in the absence of the President and shall perform such duties as may be required by provisions of applicable law, this Agreement, the Bylaws, or by the direction of the Board or the President.

At the first regular meeting of the Board, a Board Representative shall be elected to the position of Chair by the Board, and a different Board Representative shall be elected to the position of Vice-Chair of the Board. The terms of office of the Chair and Vice-Chair elected at the first regular meeting of the Board shall expire at the regular meeting of the Board held in June 1998, or upon election of replacements. Thereafter, a Board Representative shall be elected annually to the position of President, and a different Board Representative shall be elected to the position of Vice-President of the Board at the regular meeting of the Board held in June of each calendar year. Thereafter the terms of office of the President and Vice-President shall commence and expire at the regular meeting of the Board held in June of each calendar year.

If there is a vacancy, for any reason, in the position of President or Vice-President, the Board shall forthwith conduct an election and fill such vacancy for the unexpired term of such prior incumbent.

Section 12. Creation of Executive Committee of the Board of Directors.

A. An Executive Committee of the Board of Directors ("Executive Committee") is created to act on behalf of the Board of Directors, between meetings of the Board, within the scope of the adopted budget and within basic policies of the Board.

B. Members of the Executive Committee shall be the President, First Vice-President, Second Vice President and Immediate Past President of the Board of Directors and shall serve as the President, First Vice-President, Second Vice President and Immediate Past President of the Executive Committee. Eight additional Board representatives shall be elected by the Board of Directors from city Members to serve as members of the Executive Committee. Additional positions on the Executive Committee shall be the Mayor of the City of Long Beach and one, two or three members of the Board of Supervisors of the County of Los Angeles, as selected by the Board of Supervisors of the County of Los Angeles. The Board of Directors shall encourage geographic equity with respect to Executive Committee membership.

Section 13. Executive Director. The Executive Committee shall appoint an Executive Director upon concurrence by fifty percent (50%) plus one (1) of the total voting membership of the Board of Directors, a qualified person to be Executive Director on any basis the Executive Committee desires including, but not limited to, a contract or

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employee basis. The Executive Director shall be neither a Board Representative, nor an Alternate Board Representative, nor an elected official of any Eligible Public Entity (as defined in Section 24(c) of this Agreement). The Executive Director shall be the chief administrative officer of the Board. The Executive Director shall receive such compensation as may be fixed by the Executive Committee with the concurrence of the Board of Directors. The Executive Director shall serve at the pleasure of the Board of Directors and may be relieved from such position at any time, without cause, by a vote of fifty percent (50%) plus one (1) of the total voting membership of the Board of Directors taken at a regular, adjourned regular or special meeting of the Board. The Executive Director shall perform such duties as may be imposed upon that person by provisions of applicable law, this Agreement, the Bylaws, or by the direction of the Executive Committee.

Section 14. Creation of City Managers Policy Advisory Committee. There is hereby created a City Managers Policy Advisory Committee ("Policy Advisory Committee") to advise the Board. The Policy Advisory Committee shall be constituted as follows:

A. Designation of City Managers Advisory Committee Representatives. The City Manager (or person holding the equivalent position, which position differs only in title) of each of the Members shall be designated as a representative of the City Managers Policy Advisory Committee ("Policy Advisory Committee Representative")

B. Eligibility. No person shall be eligible to serve as a Policy Advisory Committee Representative unless that person is, at all times during the tenure of that person as a Policy Advisory Committee Representative, a city manager (or a person holding the equivalent position, which position differs only in title) of one of the appointing Members. Should any person serving on the Policy Advisory Committee fail to maintain the status as required by this Section 14, that person's position on the Policy Advisory Committee shall be deemed vacated as of the date such person ceases to qualify pursuant to the provisions of this Section 14 and the Member shall be entitled to appoint a qualified replacement.

Section 15. Creation of City Managers Policy Advisory Steering Committee. There is hereby created a City Managers Policy Advisory Steering Committee ("Steering Committee") to advise the Executive Committee. The Steering Committee shall be constituted as follows:

A. Designation of Southeast Los Angeles County City Managers Group Chair. The Chair of the Southeast Los Angeles County ("SELAC") City Managers Group shall be a member of the Steering Committee regardless if he or she is employed by a city that is not a Member of the Council.

B. Election of Additional City Managers Policy Advisory Steering Committee Members. Five additional Policy Advisory Committee

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Representatives shall be elected by the Policy Advisory Committee to serve as members of the Steering Committee.

Section 16. Designation of Treasurer and Auditor. The Board of Directors shall, in accordance with applicable law, designate a qualified person to act as the Treasurer for the Council and a qualified person to act as the Auditor of the Council. The compensation, if any, of a person or persons holding the offices of Treasurer and/or Auditor shall be set by the Board of Directors.

Section 17. Council Treasurer and Council Auditor. The person holding the position of Treasurer of the Council shall have charge of the depositing and custody of all funds held by the Council. The Treasurer shall perform such other duties as may be imposed by provisions of applicable law, including those duties described in Section 6505.5 of the Government Code, and such duties as may be required by the Board of Directors. The Council's Auditor shall perform such functions as may be required by provisions of applicable law, this Agreement, the Bylaws and by the direction of the Board of Directors.

Section 18. Designation of Other Officers and Employees. The Board may employ such other officers or employees as it deems appropriate and necessary to conduct the affairs of the Council.

Section 19. Obligations of Council. The debts, liabilities and obligations of the Council shall be the debts, liabilities or obligations of the Council alone. No Member of the Council shall be responsible, directly or indirectly, for any obligation, debt or liability of the Council, whatsoever.

Section 20. Control and Investment of Council Funds. The Board of Directors shall adopt a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply, in all respects, with all provisions of applicable law.

Section 21. Implementation Agreements. When authorized by the Board of Directors, affected Members may execute an Implementation Agreement for the purpose of authorizing the Council to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by the Council in implementing a program, including indirect costs, shall be assessed only to those Members who are parties to that Implementation Agreement.

Section 22. Term. The Council created pursuant to this Agreement shall continue in existence until such time as this Agreement is terminated. This Agreement may not be terminated except by an affirmative vote of not less than fifty percent (50%) plus one (1) of the then total voting membership of the Board of Directors.

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Section 23. Application of Laws to Council Functions. The Council shall comply with all applicable laws in the conduct of its affairs, including, but not limited to, the Ralph M. Brown Act. (Section 54950 et seq., of the Government Code.)

Section 24. Members.

A. Withdrawal. A Member may withdraw from the Council by filing its written notice of withdrawal with the President of the Board of Directors 60 days before the actual withdrawal. Such a withdrawal shall be effective at 12:00 o'clock a.m. on the last day of that 60-day period. The withdrawal of a Member shall not in any way discharge, impair or modify the voluntarily-assumed obligations of the withdrawn Member in existence as of the effective date of its withdrawal. Withdrawal of a Member shall not affect the remaining Members. A withdrawn Member shall not be entitled to the return of any funds or other assets belonging to the Council, until the effective date of termination of this Agreement, except that a withdrawn Member shall be entitled to the balance of the annual dues paid for the year by that Member which were intended for the remaining part of that year. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from the Council. In addition to being entitled to completely withdraw from the Council, the County may also partially withdraw and reduce its annual dues with a corresponding reduction in its ability to participate in and vote on matters before the Board by filing a written notice of partial withdrawal with the President of the Board of Directors 60 days before the actual partial withdrawal. Such partial withdrawal shall indicate which Supervisorial District(s) shall remain active in the Council and which are being withdrawn and shall be effective at 12:00 o'clock am on the last day of that 60-day period. Partial withdrawal shall not change the rights and obligations of the County under this Agreement except that the County's annual dues shall be adjusted, on a pro rata basis, using the effective date of any Supervisorial District withdrawal and the County shall be entitled to the balance of the annual dues paid for the fiscal year by the County which were intended for the remaining part of that fiscal year for the Supervisorial District(s) being withdrawn from participation and the County shall no longer be able to participate in or vote on behalf of the withdrawn Supervisorial District(s) on any matter before the Board or Council committees.

B. Non-Payment of Dues. If a Member fails to pay dues within three months of the annual dues assessment as required under Section 26 of this Agreement and the Bylaws, and after a 30-day written notice is provided to that Member, the Member shall be deemed to be suspended from this Agreement and the Council. When a Member is suspended, no representative of that Member shall participate or vote on the Board of Directors. Such a Member shall be readmitted only upon the payment of all dues then owed by the Member, including dues incurred prior to the suspension and during the suspension. In the case of the County, if the County fails to pay dues for one or more of its Supervisorial Districts within three months of the County's annual dues assessment as required under Section 26 of this Agreement and the Bylaws, and after a 30-day written notice is provided to the County, no representative of the delinquent Supervisorial District(s) shall participate or vote on the Board. The delinquent Supervisorial District(s) shall be able to resume participation and voting on the Board only upon the payment of all dues then owed by the County on behalf of the delinquent

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Supervisory District including dues incurred prior to and during the period of non-payment by the County.

C. Admitting Eligible Members. Eligible public entities whose names are set forth on Exhibit A to this Agreement (“Eligible Public Entities”) shall be admitted to the Council by 1) adopting this Agreement by a majority vote of the legislative body of the Eligible Public Entity and 2) properly signing this Agreement, and 3) paying in full all dues owed for then current fiscal year. Since County may be admitted to the Council with voting representatives from one, two or three Supervisory Districts, the dues to be paid by County will be based upon the number of Supervisory Districts that will represent the County in the Council. County, in its sole discretion, may be admitted to the Council with representation from fewer than three Supervisory Districts and may subsequently increase County’s representation by one or more additional Supervisory Districts contingent only on payment in full at the time that any additional Supervisory District commences representation of the County of all dues for the then current fiscal year for said Supervisory District. An Eligible Public Entity may be admitted regardless of whether it adopted and signed this Agreement before or after the Effective Date (as defined in Section 29 of this Agreement). No vote of the Board of Directors shall be required to admit an Eligible Public Entity.

D. Admitting New Members. New Members who are not Eligible Public Entities may be admitted to the Council upon an affirmative vote of not less than fifty percent (50%) plus one (1) of the total voting membership of the Board provided that such a proposed new Member is a city whose jurisdiction, or part thereof, lies within and/or immediately adjacent to, Southeast Los Angeles County. Admission shall be subject to such terms and conditions as the Board of Directors may deem appropriate.

Section 25. Interference With Function of Members. The Board of Directors shall not take any action which constitutes an interference with the exercise of lawful powers by a Member of the Council.

Section 26. Dues of Members. The Members of the Council shall be responsible for the payment to the Council, annually, of dues in amounts periodically budgeted by the Board, as and for the operating costs of the Council (“Dues”) as provided in the Bylaws.

Section 27. Disposition of Assets. Upon termination of this Agreement, after the payment of all obligations of the Council, any assets remaining shall be distributed to the Members in proportion to the then obligation of those Members’ obligation to participate in the funding of the Council as provided in Section 26 hereof.

Section 28. Amendment. This Agreement may be amended at anytime with the consent of fifty percent (50%) plus one (1) of all of the legislative bodies of the then parties hereto.

Section 29. Effective Date. The effective date (“Effective Date”) of this Agreement shall be the first date on which fifty percent (50%) plus one (1) of the Eligible Public Entities adopt and sign this Agreement.

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That the Members of this Joint Powers Agreement have caused this Agreement to be executed on their behalf, respectively, as follows:

DATED: _____, 2007

City of _____

Mayor

ATTEST:

City Clerk

EXECUTION COPY

EXHIBIT A

Artesia	Lakewood
Avalon	Long Beach
Bell	Lynwood
Bell Gardens	Maywood
Bellflower	Montebello
Cerritos	Norwalk
Commerce	Paramount
Compton	Pico Rivera
Cudahy	Santa Fe Springs
Downey	Signal Hill
Hawaiian Gardens	South Gate
Huntington Park	Vernon
La Habra Heights	Whittier
La Mirada	County of Los Angeles

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Revisions

- 1999 Section 11. Election of Chair and Vice-Chair
- 1999 Section 12. Creation of Executive Committee of the Board of Directors
- 2007 Section 5A. Designation of Board of Directors Representatives
- 2007 Section 5B. Designation of Alternate Board Representative
- 2007 Section 11. Election of President and Vice-President
- 2007 Section 12. Creation of Executive Committee of the Board of Directors
- 2007 Section 24A. Withdrawal
- 2007 Section 24B. Non-Payment of Dues
- 2007 Section 24C. Admitting Eligible Members

State of California



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

DEC 28 1998



Secretary of State



State of California
Bill Jones
Secretary of State

FILE NO. 1548

FILED
In the office of the Secretary of State
of the State of California

DEC 02 1996

Bill Jones
BILL JONES, Secretary of State

(Office Use Only)

NOTICE OF A JOINT POWERS AGREEMENT
(Government Code Section 6503.8 or 6503.7)

Instructions:

1. Complete and mail to: Secretary of State, P.O. Box 944225, Sacramento, CA 94244-2250 (916) 853-3984
2. Include filing fee of \$5.00.
3. Do not include attachments, unless otherwise specified.

The name of the agency or entity created under the agreement and responsible for the administration of the agreement is: GATEWAY CITIES COUNCIL OF GOVERNMENTS

Mailing Address: 11111 Brookshire Avenue, P.O. Box 7016, Downey, CA 90241

Provide a short title of the agreement if applicable: Joint Exercise of Powers Agreement of the Gateway Cities Council of Governments (A Joint Powers Authority)

The public agencies party to the agreement are:
PLEASE SEE EXHIBIT "A" ATTACHED HERETO

- (1) _____
- (2) _____
- (3) _____

If more space is needed, continue on a separate sheet and attach it to this form.

The effective date of the agreement is: October 31, 1996

Provide a condensed statement of the agreement's purpose or the powers to be exercised: The purpose of the agreement is to provide a vehicle for the Members to voluntarily engage in regional and cooperative planning and coordination of government services and responsibilities.

Date: November 25, 1996

Robert F. Messinger
Signature
ROBERT F. MESSINGER, Asst. General Counsel
Typed Name and Title

EXHIBIT "A"

The public agencies to the Agreement are:

1. City of Artesia
2. City of Bellflower
3. City of Bell Gardens
4. City of Cerritos
5. City of Commerce
6. City of Compton
7. City of Cudahy
8. City of Downey
9. City of Huntington Park
10. City of La Habra Heights
11. City of Lakewood
12. City of La Mirada
13. City of Long Beach
14. City of Maywood
15. City of Montebello
16. City of Norwalk
17. City of Paramount
18. City of Pico Rivera
19. City of Signal Hill
20. City of South Gate





Gateway Cities COG Regional Fiber Network Project

The GCCOG recognizes that access to high-speed internet is a necessity for its residents, businesses, healthcare providers, schools, and non-profit sector. The GCCOG has been focused on making broadband more affordable, reliable, and available to all areas to enhance broadband access, economic development, quality of life, and government innovation. The GCCOG's broadband efforts have been ongoing for many years.

In November 2024, the GCCOG was awarded grant funding to construct a regional fiber network to connect unserved households and anchor institutions within South Los Angeles. This project will establish 885,440 feet of new fiber optic backbone cable across the region and interconnect with sections of the Statewide Middle Mile Backbone Network (MMBN) while simultaneously providing last-mile connection within the most critically unserved cities, communities, and unincorporated areas. The project will bring scalable broadband speeds to 4,254 unserved locations as determined by CPUC standards.

This project contains 489,046 feet of underground fiber, 184,402 feet of aerial fiber, and upsizing of existing fiber of 11,352 as well as utilizing 200,640 feet of existing partner fiber network. Underground routes will be laid within existing rights of way while all aerial routes will be attached to pre-existing poles. These routes will ensure redundancy and future capacity, and will include new and existing conduit within previously disturbed rights-of-way with a 288-strand fiber cable.

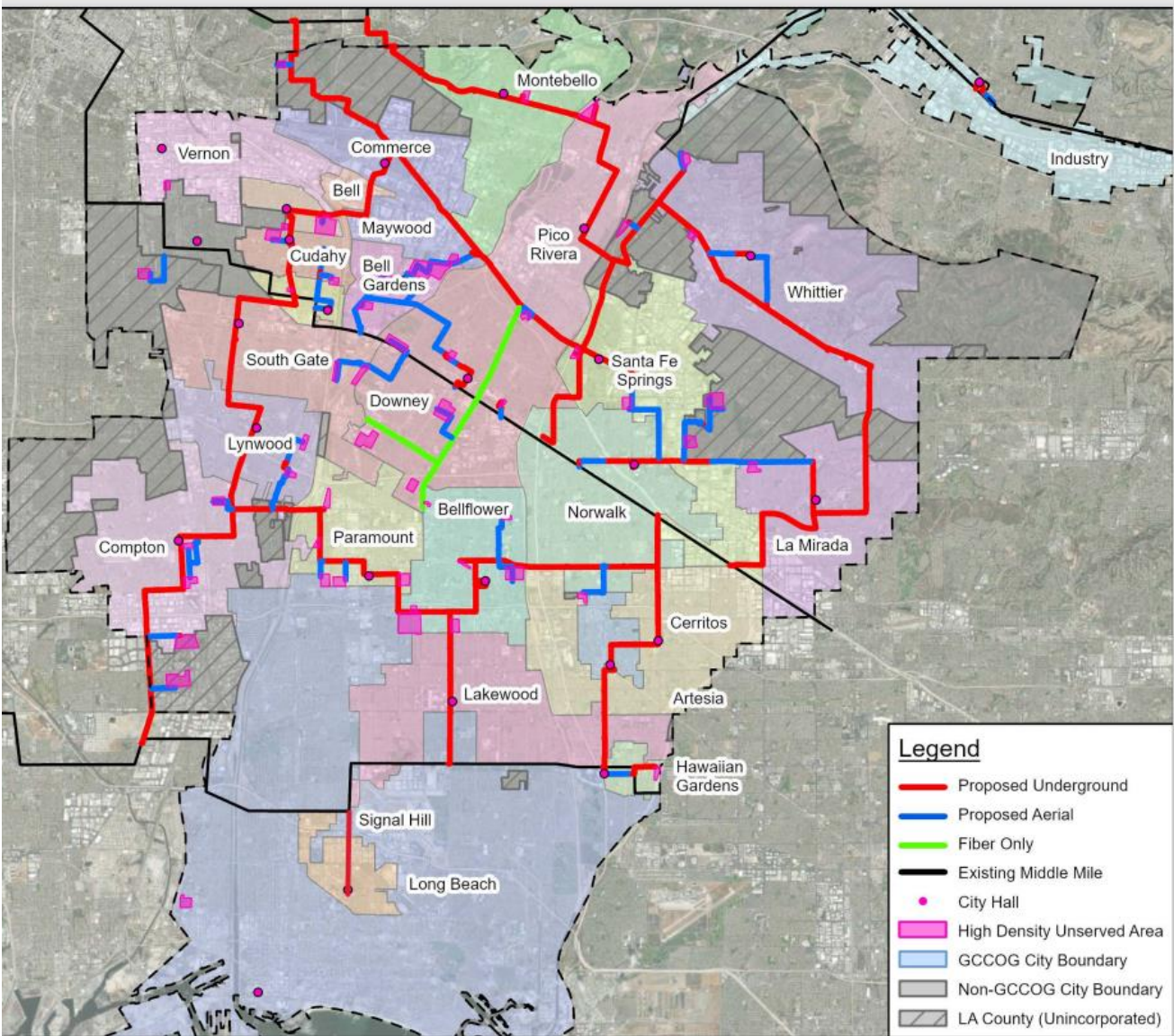
In addition to providing connectivity to unserved locations, this project will also provide redundant connectivity to 24 member city halls to facilitate and enhance their respective municipal operations. Efforts are underway to finalize the engineered designs with plans to begin construction in early summer. The project is funded by the California Public Utilities Commission (CPUC) and has a mandated completion date of November of 2026.

Why Request Southern California Joint Pole Committee (SCJPC) Membership

The design of the GCCOG Regional Fiber Network consists of 184,402 feet of aerial fiber on approximately 1800 utility poles. In an effort to facilitate construction and ongoing management of these facilities, the GCCOG requests membership to the SCJPC.

Figure 1 below details the fiber route for the project and also includes the aerial route for your reference. Additionally, the pole analysis and make-ready engineering has been completed for the aerial construction.

Figure 1
GCCOG Regional Fiber Network Route





About the Gateway Cities Council of Government

The Gateway Cities Council of Governments (GCCOG) was formed in 1996 as a Joint Powers Authority. The GCCOG represents 27 member cities, along with unincorporated communities in three Supervisorial Districts within Southeast Los Angeles County. The Joint Powers Agreement creating the COG was signed by each of the member jurisdictions on September 23, 1996. According to the Agreement, “The goal and intent of the Council is one of voluntary cooperation among cities for the collective benefit of cities in Southeast Los Angeles County.” The region represents 21% of LA County, covers more than 200 square miles and is home to just over two million people.

The following cities are members of the Gateway Cities Council of Government:

List of Member Cities	
Artesia	Lakewood
Avalon	Long Beach
Bell	Lynwood
Bellflower	Maywood
Bell Gardens	Montebello
Cerritos	Norwalk
Commerce	Paramount
Compton	Pico Rivera
Cudahy	Port of Long Beach
Downey	Santa Fe Springs
Hawaiian Gardens	Signal Hill
Huntington Park	South Gate
Industry	Vernon
La Mirada	Whittier

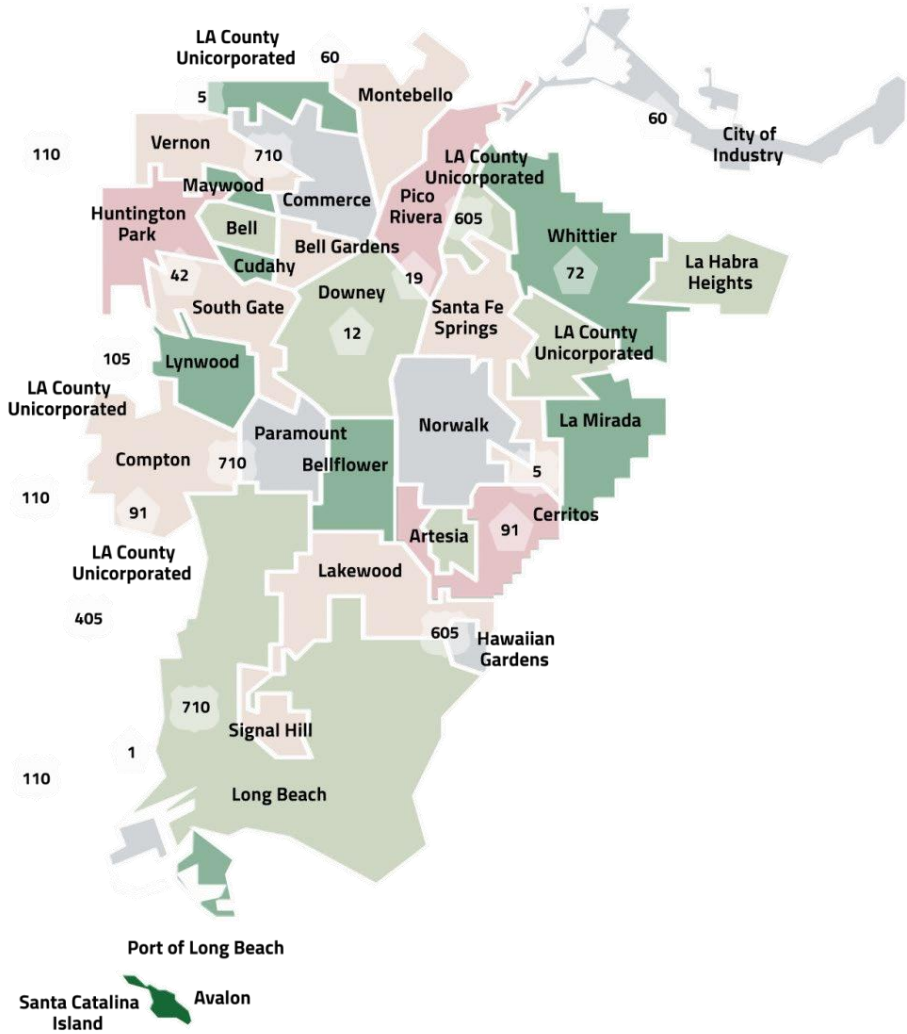


Figure 2
Map of GCCOG Member Cities



GATEWAY CITIES

INCORPORATED 1978

Artesia

Avalon

Bell

Bellflower

Bell Gardens

Cerritos

Commerce

Compton

Cudahy

Downey

Hawaiian Gardens

Huntington Park

Industry

La Mirada

Lakewood

Long Beach

Lynwood

Maywood

Montebello

Norwalk

Paramount

Pico Rivera

Santa Fe Springs

Signal Hill

South Gate

Vernon

Whittier

County of Los Angeles

Port of Long Beach

July 8, 2025



Southern California Joint Pole Committee
 Attention: Ms. Angela Pranata
 279 E. Arrow Hwy., Suite 104
 San Dimas, CA 91773

Dear Ms. Pranata:

Gateway Cities Council of Governments (“GCCOG”) formally applies for membership in the Southern California Joint Pole Committee (“SCJPC”) as a full member. Included with this letter is GCCOG’s check number 20582 in the amount you specified, Two Thousand Two Hundred Dollars (\$2,200.00).

GCCOG has read and understands all elements of the Southern California Joint Pole Agreement (the “SCJPA”) which you provided to us, including without limitation to Section 3(a) of the SCJPA.

As I have shared before, Gateway Cities is a joint powers authority of 27 cities and 11 unincorporated areas in southeast Los Angeles County, with over two million residents. GCCOG therefore qualifies as a California-chartered government agency to join the SCJPC (per Section 6 of the SCJPA) and agrees without reservation to be bound by the SCJPA. Our unequivocal agreement is highlighted but not limited to what is discussed in more detail, below:

(a) GCCOG is a communication utility which conducts business within the Operating Boundaries, in this case, the cities and areas listed in Attachment A to this Application, and also satisfies the criteria set forth below:

- (1) GCCOG is a joint powers council of governments. The fiber optic network GCCOG intends to construct is therefore a publicly owned utility.
- (2) GCCOG agrees to meet all terms, conditions and obligations contained within the SCJPA Agreement.
- (3) GCCOG will demonstrate proof of sufficient insurance to defend and to respond in damages to the kind of litigation usually incident to a utility business of the size of GCCOG.

GCCOG understands that the effective date of membership shall commence when the GCCOG has executed and filed an application and has met the requirements to the satisfaction of three quarters (3/4) of the shares voted by the Administrative Board, and has paid membership fees as outlined in Section 8 of the SCJPA. GCCOG further understands that fees must be paid prior to the construction of facilities or the filing of Joint Pole Authorizations.

- (b) GCCOG understands and agrees that all of the following applies to all Members of the SCJPC, including GCCOG if elected to membership in the Committee:
- (1) GCCOG agrees to pay assessments for the operating expenses of the Office in accordance with Section 8 of the SCJPA.
 - (2) GCCOG shall either be self-insured or else procure and maintain such policy or policies of liability insurance in such an amount to demonstrate the financial ability to defend and to respond in damages to the kind of litigation usually incident to a utility business of the size of the GCCOG. GCCOG shall be insured against claims of Worker's Compensation as is required by state law. GCCOG shall furnish a copy of its State of California certificate of insurance or certificate of self-insurance when requested by the Operating Committee.
 - (3) GCCOG agrees to establish and furnish to the other Members and to the Joint Pole Office a 24-hour telephone number so that the GCCOG may be notified of the need for repairs or maintenance, whether of an emergency nature or non-emergency nature.
 - (4) GCCOG shall maintain a State of California Certificate of Convenience and Necessity, or a Proof of Public Service Agency Certificate as applicable, if required.
 - (5) GCCOG shall maintain the personnel, equipment, and resources necessary for the emergency and non-emergency repair, maintenance, or replacement of its facilities on Jointly Owned Poles or furnishes proof that it has contracted for such service by a qualified or certified entity or entities satisfactory to the Members involved.
 - (6) GCCOG agrees to meet all terms, conditions and obligations contained within this Agreement.

- (7) GCCOG agrees to meet all assigned obligations, which include active participation in the development and implementation of the Routine Handbook, and other policies, rules, procedures, and participation in meetings.
- (c) The rights and obligations of GCCOG as a Member under the SCJPA shall not be assigned, transferred or sub-licensed, in whole or in part, without the prior written consent of the Committee, which consent shall not be unreasonably withheld. GCCOG understands that an assignment, transfer or sub-license of this Agreement by GCCOG shall not relieve GCCOG of its obligations under the SCJPA. Any assignment attempted without the prior written consent of the Committee shall be void.

GCCOG understands that it shall have the right, either in whole or in part, to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement to any entity that is, or that was immediately preceding such assignment, a current or former subsidiary, business unit, division or other affiliate of the GCCOG. The GCCOG agrees to provide notice to the Committee of any assignment and shall state the effective date thereof. Upon the effective date and to the extent of the assignment, GCCOG understands that it shall be released and discharged from all obligation and liabilities under this Agreement. Such assignment, release and discharge shall be complete and shall not be altered by the termination of the affiliation between GCCOG and the entity assigned rights or delegated obligations and liabilities under this Agreement.

GCCOG agrees that neither SCJPA nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory to the SCJPA.

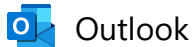
GCCOG agrees that the SCJPA shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

On behalf of the GCCOG, I thank you for your assistance and guidance getting us to this point. All of us at the GCCOG look forward to continuing our excellent working relationship with you and the SCJCP, feel free to reach out to me with any questions at hdelatorre@gatewaycog.org.

Sincerely,



Hector De La Torre, Executive Director
Gateway Cities Council of Governments




RE: Gateway Cities COG Membership Application

From Jonathan Kramer <jkramer@gatewaycog.org>

Date Wed 9/3/2025 3:33 PM

To Angela Pranata <angela@scjpc.net>

Cc Hector De La Torre <hdelatorre@gatewaycog.org>; Ivy M. Tsai <imt@jones-mayer.com>; Lex Treepaisan <lex.treepaisan@ftr.com>; Alex Cherin (alex@ekapr.com) <alex@ekapr.com>; Pat West <pat@patwestllc.com>

 1 attachment (356 KB)
SKM_C550i24121812210.pdf;

Hi Angela:

Thanks for your email. I have responded within the body of your email below.

Best regards,

Jonathan



Dr. Jonathan L. Kramer, Esq.

Special Advisor/Counsel

Gateway Cities Council of Governments

16401 Paramount Blvd. Paramount CA, 90723

Dir: 310-405-7333 | www.gatewaycog.org | [Meet our Board Members](#)

From: Angela Pranata <angela@scjpc.net>

Sent: Wednesday, September 3, 2025 1:17 PM

To: Jonathan Kramer <jkramer@gatewaycog.org>

Cc: Hector De La Torre <hdelatorre@gatewaycog.org>; Ivy M. Tsai <imt@jones-mayer.com>; Lex Treepaisan <lex.treepaisan@ftr.com>

Subject: Re: Gateway Cities COG Membership Application

Hi Jonathan,

Thank you for submitting your membership application letter. Before we can move forward, we require the following documentation:

1. Proof of status as a publicly owned utility, government utility or privately owned utility.
The JPC bylaws recognize local governments as being qualified to join without being specifically designated as a utility.

2. Proof of sufficient insurance, self-insurance, or financial capability.

Please indicate what “sufficient insurance” means under the Bylaws. Is there a specific number that satisfies this request?

3. Proof of legal entity and clarification of liability. Please identify who bears legal responsibility in the event of litigation. Since COG is a joint powers authority representing 27 cities and 11 unincorporated areas within Los Angeles County, please clarify whether liability is shared equally among members or otherwise apportioned. Provide documentation confirming COG’s status as a legal entity, along with details on how legal and financial responsibilities are assigned.

Attached are our Articles of Incorporation for the COG. All COG members are coequal in the legal entity.

4. Proof of a designated 24/7 emergency contact for fire or other emergencies involving COG’s attachments.

Immediately prior to our approval to join, the COG will provide the 24/7 emergency contact information.

Thank you,
Angela Pranata
Manager of Operations
So. Ca. Joint Pole Committee
909-599-3801 x8
Cell: 909-451-3024
angela@scjpc.net

From: Jonathan Kramer <jkramer@gatewaycog.org>
Sent: Friday, August 8, 2025 1:01 PM
To: Angela Pranata <angela@scjpc.net>
Cc: Hector De La Torre <hdelatorre@gatewaycog.org>; Ivy M. Tsai <imt@jones-mayer.com>
Subject: RE: Gateway Cities COG Membership Application

Thanks!

We’re keeping our finger crossed, our three-bolt clamps tight, and our snow shoes tightly bound with extra fiber. Ahem.

Happy weekend.

Jonathan



Dr. Jonathan L. Kramer, Esq.

Special Advisor/Counsel

Gateway Cities Council of Governments

16401 Paramount Blvd. Paramount CA, 90723

Dir: 310-405-7333 | www.gatewaycog.org | [Meet our Board Members](#)

From: Angela Pranata <angela@scjpc.net>
Sent: Wednesday, August 6, 2025 1:37 PM
To: Jonathan Kramer <jkramer@gatewaycog.org>
Cc: Hector De La Torre <hdelatorre@gatewaycog.org>; Ivy M. Tsai <imt@jones-mayer.com>
Subject: Re: Gateway Cities COG Membership Application

State of California



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

DEC 28 1998



Bill Jones

Secretary of State



State of California

Bill Jones
Secretary of State

FILE NO. 1548

FILED
In the office of the Secretary of State
of the State of California

DEC 02 1996

Bill Jones
BILL JONES, Secretary of State

(Office Use Only)

NOTICE OF A JOINT POWERS AGREEMENT

(Government Code Section 6503.8 or 6503.7)

Instructions:

1. Complete and mail to: Secretary of State, P.O. Box 944225, Sacramento, CA 94244-2250 (916) 853-3984
2. Include filing fee of \$5.00.
3. Do not include attachments, unless otherwise specified.

The name of the agency or entity created under the agreement and responsible for the administration of the agreement is: GATEWAY CITIES COUNCIL OF GOVERNMENTS

Mailing Address: 11111 Brookshire Avenue, P.O. Box 7016, Downey, CA 90241

Provide a short title of the agreement if applicable: Joint Exercise of Powers Agreement of the Gateway Cities Council of Governments (A Joint Powers Authority)

The public agencies party to the agreement are:

PLEASE SEE EXHIBIT "A" ATTACHED HERETO

- (1) _____
- (2) _____
- (3) _____

If more space is needed, continue on a separate sheet and attach it to this form.

The effective date of the agreement is: October 31, 1996

Provide a condensed statement of the agreement's purpose or the powers to be exercised: The purpose of the agreement is to provide a vehicle for the Members to voluntarily engage in regional and cooperative planning and coordination of government services and responsibilities.

Date: November 25, 1996

Robert F. Messinger

Signature

ROBERT F. MESSINGER, Asst. General Counsel

Typed Name and Title

Counsel

EXHIBIT "A"

The public agencies to the Agreement are:

1. City of Artesia
2. City of Bellflower
3. City of Bell Gardens
4. City of Cerritos
5. City of Commerce
6. City of Compton
7. City of Cudahy
8. City of Downey
9. City of Huntington Park
10. City of La Habra Heights
11. City of Lakewood
12. City of La Mirada
13. City of Long Beach
14. City of Maywood
15. City of Montebello
16. City of Norwalk
17. City of Paramount
18. City of Pico Rivera
19. City of Signal Hill
20. City of South Gate





RIPPLE FIBER

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Chief Legal Officer

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800.359.5767

josh@ripplefiber.com
www.ripplefiber.com

October 29, 2025

Southern California Joint Pole Committee
279 E. Arrow Hwy., Suite 104
San Dimas, CA 91773
Attn: Angela Pranata, Manager of Operations

Re: Request for Membership

Dear Ms. Pranata,

Ripple Fiber California LLC is a fiber-to-the-home internet service provider with a CPCN granted by the California Public Utilities Commission, Utility No. 7466, who, with its sister companies, currently offers services in Arkansas, Colorado, Florida, Massachusetts, Michigan, North Carolina, Ohio, and South Carolina. We have just begun construction of our network in California. Please consider this letter as our formal request for a membership application to the SCJPC, which can be emailed to my colleague, Christine Gillan, at Christine.gillan@ripplefiber.com. Please direct all questions and instructions regarding our membership application to Ms. Gillan.

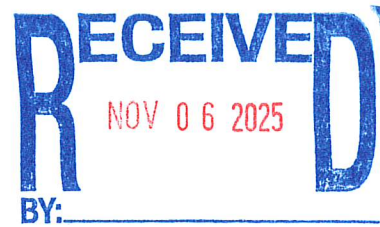
To get the ball rolling, I have taken the liberty of attaching a copy of the CPUC decision granting our CPCN.

Thank you for your assistance.

Kindest regards,

Joshua Runyan
Joshua Runyan

Cc: Enclosures



ALJ/ADR/asf

Date of Issuance 7/31/2025

Decision 25-07-017 July 24, 2025

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Application of Ripple Fiber California,
LLC for a Certificate of Public
Convenience and Necessity To
Provide Full Facilities-Based and
Resold Competitive Local Exchange
and Non-Dominant Interexchange
Service

Application 24-08-009

**DECISION GRANTING RIPPLE FIBER CALIFORNIA, LLC
A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
TO PROVIDE COMPETITIVE LOCAL EXCHANGE SERVICES AND
INTEREXCHANGE SERVICES**

DECISION GRANTING RIPPLE FIBER CALIFORNIA, LLC
A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
TO PROVIDE COMPETITIVE LOCAL EXCHANGE SERVICES AND
INTEREXCHANGE SERVICES

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Attachment A - Tariff Deficiencies

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**DECISION GRANTING RIPPLE FIBER CALIFORNIA, LLC
A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
TO PROVIDE COMPETITIVE LOCAL EXCHANGE SERVICES AND
INTEREXCHANGE SERVICES**

Summary

Pursuant to Public Utilities Code Section 1001, the Commission grants Ripple Fiber California, LLC a Certificate of Public Convenience and Necessity (CPCN) to provide full facilities-based and resold competitive local exchange services and resold interexchange services subject to the terms and conditions set forth in the Ordering Paragraphs.

Application 24-08-009 is closed.

1. Background

Ripple Fiber California, LLC (Ripple California or Applicant) is a Delaware limited liability company authorized to do business in California and the wholly owned subsidiary of its parent company Ripple Fiber, LLC.¹ The principal place of business of both Ripple Fiber California, LLC and Ripple Fiber, LLC is 6000 Fairview Road, SouthPark Towers Suite 300, Charlotte, North Carolina 28210.²

On August 15, 2024, Ripple California filed an application for a Certificate of Public Convenience and Necessity (CPCN) to provide full facilities-based and resold competitive local exchange services in the service territories of 1) Pacific

¹ Applicant's parent entity Ripple Fiber, LLC was previously known as Ripple Fiber, Inc. See Response To Administrative Law Judge Ruling Requesting Supplemental Applicant Name, Corporate Standing, Financial Ability, Affiliate and Telecommunications Services Information (January 6, 2025) (January 6, 2025 Supplement) at 2. See also January 6th Supplement at Exhibit A (Parent Ripple Fiber, LLC *State of South Carolina Secretary of State Conversion of Corporation to a Limited Liability Company Articles of Organization*).

² See January 6, 2025 Supplement at 2.

Bell Telephone Company d/b/a AT&T California, 2) Frontier California, Inc., 3) Frontier Communications of the Southwest, Inc., 4) Consolidated Communications of California Company, and 5) Citizens Telecommunications Company of California d/b/a Frontier Communications of California, Inc. pursuant to Pub. Util. Code Section 1001 et seq. Ripple California also proposed to provide resold interexchange services throughout California (Application (A.) 24-08-009 or Application). The August 15, 2024, Application was accompanied by a motion for confidential treatment of its supporting *Expected Customer Base* data and its Exhibit D.³

Commissioner John Reynolds and Administrative Law Judge (ALJ) Andrea D. McGary were assigned to A.24-08-009 on September 12, 2024. On September 18, 2024, *Administrative Law Judge's Ruling Setting Remote Prehearing Conference & Prehearing Conference Statement Deadline* was issued, setting a prehearing conference (PHC) for October 3, 2024 and ordering Applicant to provide supplemental corporate financial ability information, including: (1) efforts to ascertain sum certain deposit amounts that will be required by the local exchange or interexchange carriers in Applicant's proposed service territories, and (2) financial ability documentation in the correct form and format proscribed by Commission Decision (D.) 95-12-056⁴ (September 18th Ruling). On

³ See Application at 2, 10 and Exhibit D (*Demonstration of Financial Ability*). See also *Motion of Ripple Fiber California LLC To File Under Seal Confidential Information* (August 15, 2024).

⁴ See D.95-12-056; See also Information For Telecommunications Applicants and Registrants in California <https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/information-for-telecommunications-applicants-and-registrants-in-california>

September 26, 2024, Ripple California filed information and documents partially responsive to the September 18th Ruling (September 26, 2024 Supplement).⁵ A motion for confidential treatment of the financial information contained in Exhibit 1 (*Ripple Fiber LLC Bank Statement*) and Exhibit 2 (*Ripple Fiber LLC Financial Information*) to the September 26, 2024 Supplement was also filed.⁶

A PHC was held on October 3, 2024, before Judge McGary, to address the issues of law and fact, determine the need for hearing, set the schedule for resolving this proceeding, and to address other matters as necessary. Assigned Commissioner John Reynold's *Scoping Memo and Ruling* was issued on November 12, 2024.

During the pendency of this Application, on November 13, 2024, this Commission issued D.24-11-003 in Rulemaking (R.) 22-08-008. D.24-11-003 established a framework for licensing interconnected VOIP services and included updates to the means by which telephone corporations may document possession of financial resources.⁷ On January 2, 2025, ALJ McGary issued a ruling ordering Applicant to file supplemental corporate name and standing,

⁵ See *Ripple Fiber California LLC Response to Administrative Law Judge's Request For Prehearing Conference Statements on or Before September 30, 2024* (September 26, 2024) (September 26, 2024 Supplement).

⁶ See *Motion of Ripple Fiber California LLC To File Under Seal Confidential Information* (September 26, 2024) at 2.

⁷ See D.24-11-003, Appendix F (*Financial Requirements for CPCN And Section 1013 Registration Application*).

financial ability, affiliate and proposed telecommunication services information (January 2nd Ruling).⁸

On January 6, 2025,⁹ January 15, 2025,¹⁰ and January 17, 2025¹¹ respectively, Ripple California filed information and documents in response to the January 2nd Ruling. Applicant also filed a motion for confidential treatment of bank statements, financial transactions, and corporate structure information contained in Exhibits D and E to its January 6, 2025 Supplement.¹²

On April 21, 2025, ALJ McGary issued a ruling ordering Applicant to file supplemental proposed telecommunication services and service territory

⁸ See *Administrative Law Judge's Ruling Ordering Applicant Ripple Fiber California, LLC to Submit Supplemental Information* (January 2, 2025).

⁹ See January 6, 2025 Supplement at 2-3 and Exhibit A (Parent Ripple Fiber, LLC *State of South Carolina Secretary of State Conversion of Corporation to a Limited Liability Company Articles of Organization*), Exhibit B (Ripple Fiber California, LLC *California Secretary of State Certificate of Qualification/ Registration* and), Exhibit C (*Letter of Guaranty* by Guarantor Parent Ripple Fiber, LLC to the benefit of Obligor Ripple Fiber California, LLC), Exhibit D (*April 2024 and 2023 Financial Statements Ripple Fiber, Inc., currently Ripple Fiber, LLC*), and Exhibit E (*Ripple Fiber California, LLC Ownership Chart*).

¹⁰ See *Second Response to Administrative Law Judge Ruling Requesting Supplemental Applicant Name, Corporate Standing, Financial Ability, Affiliate, and Telecommunications Services Information* (January 15, 2025) (January 15, 2025 Supplement).

¹¹ See *Third Response to Administrative Law Judge Ruling Requesting Supplemental Applicant Name, Corporate Standing, Financial Ability, Affiliate, and Telecommunications Services Information* (January 17, 2025) (January 17, 2025 Supplement).

¹² See *Motion of Ripple Fiber California LLC to File Under Seal Confidential Information* (January 6, 2025) at 2.

information (April 21st Ruling).¹³ Applicant's response to the April 21st Ruling was filed on April 24, 2025.¹⁴

2. Submission Date

This matter was submitted on June 10, 2025 following the Commission's final review of Ripple California's April 24, 2025 Supplement.

3. Issues Before the Commission

The issues in this proceeding are as follows:

1. Whether Ripple California meets all of the Commission requirements, including but not limited to financial, technical, and California Environmental Quality Act (CEQA) requirements for a CPCN.
2. Whether Ripple California should be authorized to use the Commission Energy Division's 21 day expedited environmental review process for its full facilities-based construction activities under statutory or categorical exemptions to the CEQA.

4. Jurisdiction

The Commission has broad jurisdiction over "public utilities,"¹⁵ as defined in Public Utilities (Pub. Util.) Code Section 216.¹⁶ California's constitution extends the Commission's jurisdiction to companies engaged in "the

¹³ See Administrative Law Judge's Ruling Ordering Applicant Ripple Fiber, LLC To Submit Supplemental Telecommunication Services and Service Territory Information (April 21, 2025).

¹⁴ See Response to Administrative Law Judge's Ruling Ordering Applicant Fiber California, LLC To Submit Supplemental Telecommunication Services and Service Territory Information (April 24, 2025) (April 24, 2025 Supplement).

¹⁵ Pub. Util. Code § 216.

¹⁶ Pub. Util. Code § 234.

transmission of telephone and telegraph messages,” which includes both public utility services and facilities.¹⁷ The Commission classifies entities providing two-way voice communications service for compensation within California as “telephone corporations”¹⁸ and regulates them as public utilities.^{19,20}

As part of its regulatory authority over “telephone corporations,” the Commission authorizes certificates of public convenience and necessity to “telephone corporations” seeking to construct a “line, plant, or system, or any extension thereof” in California.²¹ Pub. Util. Code Section 233 defines a “telephone line” to include “all conduits, ducts, poles, wires, cables, instruments, and appliances, and other real estate, fixtures, and personal property owned or controlled, operated, or managed in connection with or to facilitate communication by telephone, whether such communication is had with or without the use of transmission wires.” This includes services delivered over any technology, including but not limited to, traditional copper lines, coaxial cable, fiber optic cable, and mobile or fixed wireless radios.

Providers of voice services, including local exchange carriers, interexchange carriers, and interconnected Voice over Internet Protocol (VoIP) service providers, are telephone corporations subject to the Commission’s

¹⁷ See D.20-07-011, at 14-15, See Cal. Const., Art. XII, §§ 1-6; Pub. Util. Code § 701.

¹⁸ Pub. Util. Code §§ 216, 233, 234; D.22-10-021 at 68.

¹⁹ Pub. Util. Code § 216(a).

²⁰ Telephone corporations are required to file annual affiliate transaction reports and pay surcharges and user fees.

²¹ Pub. Util. Code § 1001.

jurisdiction.²² Providers of local exchange, interexchange, and fixed interconnected VoIP services must obtain a CPCN or 1013 registration license to operate in California.²³ Providers of only nomadic interconnected VoIP are subject to the Commission's jurisdiction for rules of general applicability and preempted from licensing requirements that act as barriers to market entry; these providers must obtain a nomadic registration to operate in California.²⁴

Ripple California proposes to provide full facilities based and resold competitive local exchange and interexchange services to "a mixture of residential, business, institutional" customers as well as "wholesale services to other carriers" in California. Also,

Ripple Fiber plans to construct, control and operate fiber optic lines, conduits, ducts, and appliances in California for the purposes of providing customers fiber optic-based Internet access service.²⁵

Ripple Fiber does not intend to offer fixed interconnected VoIP service in the State of California, and there are no current arrangements or contemplated arrangements for third parties to use Ripple Fiber's network to provide fixed interconnected VoIP service.²⁶

²² Pub. Util. Code §§ 216, 233, 234; D.22-10-021 at 68; D.24-11-003 at 003.

²³ D.24-11-003.

²⁴ *Ibid.*

²⁵ Application at 2. See also April 24, 2025 Supplement at 1-3.

²⁶ January 6, 2025 Supplement at 4. See also April 24, 2025 Supplement at 3.

Applicant must seek Commission authority to provide or facilitate fixed interconnected VoIP through its facilities prior to offering any such direct services or facilitating third party services in the future.²⁷

Ripple California is a telephone corporation and a public utility subject to the Commission's jurisdiction.

5. Proposed Construction and California Environmental Quality Act (CEQA) Compliance

Applicant proposes to provide full facilities-based service in addition to resold/non-facilities-based service, which may be subject to CEQA review. Pursuant to CEQA and Rule 2.4²⁸ of the Commission's Rules, the Commission acts as the designated lead agency to consider the environmental consequences of projects that are subject to the Commission's approval to determine any potential environmental impacts, to avoid adverse effects, and ensure that any affected environment is restored or otherwise mitigated to the fullest extent possible under CEQA.

Ripple California contends that it may rely on the existing facilities of other carriers or utilities or construct its own facilities to deploy its services in some cases. Applicant's description of proposed construction activities indicates it will generally include "placement of fiber optic facilities in aerial and underground conduit configurations; installation or replacement of utility poles and subsurface conduit; installation of underground vaults; trenching, boring and grading, primarily inside existing roadways, other previously developed

²⁷ D.24-11-003.

²⁸ Unless otherwise noted, items labeled "Rule" are from the Commission's Rules of Practice and Procedure.

and disturbed rights of way, and public rights of way but occasionally on private property in existing easements.”²⁹

These activities are expected to fall into Class 3 (*New Construction or Conversion of Small Structures*), Class 4 (*Minor Alterations to Land*), and Class 32 (*In-Fill Development Projects*) categorical CEQA exemptions for which neither an Environmental Impact Report nor a Negative Declaration is required, see D.24-11-003.³⁰

Exemption from CEQA review of these activities is similar to those undertaken by other carriers that the Commission has decided are exempt from CEQA. *See, e.g.*, Decision (D) 06-04-063 (*ClearLinx Network Corporation*); D.06-04-067 (*CA-CLEC LLC*).

Ripple California may use the 21-Day CEQA review process adopted in D.21-04-006 and extended to telecommunications licensing in D.24-11-003. Such a process will expedite the review and is appropriate for the type of construction outlined here, which will likely be exempt.

If the Energy Division rejects Ripple California’s claimed CEQA exemption(s) and issues a letter of denial to Ripple California, it must either re-design the specific project and facilities and then reapply for a finding of exemption from CEQA, or file a formal application with the Commission seeking the requisite approval and full CEQA review, before commencing any construction activities.

²⁹ Application at 4-6 and Exhibit G (*Proponent’s Environmental Assessment*).

³⁰ D.24-11-003 at 48-49 (Categorical exemptions includes Classes 1, 2, 3, 4 and 32 while statutory exemptions include Public Resources (Pub. Res.) Code § 21080.51.)

Ripple California shall not perform any full facilities-based construction activities without first obtaining an NTP from the Energy Division or authorization by the Commission after the requisite environmental review.

Granting this CPCN will benefit the public interest by expanding the availability of technologically advanced telecommunications services within the state.

6. Financial Qualifications

To be granted a CPCN for authority to provide full facilities-based and resold services, a new applicant must demonstrate that it has a minimum of \$100,000 cash or cash equivalent, reasonably liquid and readily available to meet the firm's start-up expenses.³¹ In the original Application and supplemental filings, Ripple California provided parent Ripple Fiber LLC's: 1) bank statements, 2) audited financial reports, and 3) an irrevocable letter of guaranty from Ripple Fiber, LLC to the benefit of subsidiary Ripple California to demonstrate the availability funds in excess of \$100,000.³² Since Ripple California has provided documentation that it possesses a minimum of \$100,000 that is reasonably liquid and available, it demonstrated that it has sufficient funds to

³¹ The financial requirement for CLECs, NDIECs, and fixed interconnected VoIP providers is contained in D.24-11-003, Appendix F.

³² See Application at 8-9 and Exhibit D (*Demonstration of Financial Ability*) thereto. See also September 26, 2024 Supplement at 2 and Exhibit 1 (*Ripple Fiber LLC Bank Statement*) and Exhibit 2 (*Ripple Fiber LLC Financial Information*) thereto. See also January 6, 2025 Supplement at 3 and Exhibit D (*April 2024 and 2023 Financial Statements Ripple Fiber, Inc.*, currently Ripple Fiber, LLC), Exhibit E (*Ripple Fiber California, LLC Ownership Chart*), and Exhibit C (*Letter of Guaranty* by Guarantor Parent Ripple Fiber, LLC to the benefit of Obligor Ripple Fiber California, LLC) thereto.

meet its start-up expenses and fulfilled this requirement. Ripple California's financial documentation will be subject to verification and review by the Commission for one year to ensure that such funds are available.

In addition to demonstrating financial fitness, Ripple California must also demonstrate it has an additional \$25,000 available for deposits to interconnect with local exchange carriers. Because Ripple California provided documentation of its ability to pay deposits in Exhibit D (*April 2024 and 2023 Financial Statements Ripple Fiber, Inc.*) and Exhibit C (*Ripple Fiber, LLC Letter of Guaranty*) to the January 6, 2025 Supplement, it has met its deposit requirement.

7. Technical Qualifications

To be granted a CPCN for authority to provide full facilities-based and resold competitive local exchange services and resold interexchange services, an applicant must make a reasonable showing of managerial and technical expertise in telecommunications or a related business.³³ Ripple California supplied biographical information on its President Lance van der Spuy, Chief Legal Officer Josh Runyan, and its management and executive teams extensive experience in the telecommunications industry in Exhibit F to its Application that demonstrates it has sufficient expertise and training to operate as a telecommunications provider.³⁴

8. Certification Requirements

³³ D.95-12-056 at Appendix C, Rule 4.A as modified by D.13-05-035 and D.24-11-003.

³⁴ Application at 10 and Exhibit F (*Demonstration of Technical and Managerial Competence*).

In its application, Ripple California verified that no one associated with or employed by Ripple California as an affiliate, officer, director, partner, or owner of more than 10 percent of Ripple California, or anyone acting in a management capacity for Ripple California

- a. held one of these positions with a company that filed for bankruptcy;
- b. been personally found liable, or held one of these positions with a company that has been found liable, for fraud, dishonesty, failure to disclose, or misrepresentations to consumers or others;
- c. been convicted of a felony;
- d. been (to his/her knowledge) the subject of a criminal referral by judge or public agency;
- e. had a telecommunications license or operating authority denied, suspended, revoked, or limited in any jurisdiction;
- f. personally entered into a settlement, or held one of these positions with a company that has entered into settlement of criminal or civil claims involving violations of [Sections] 17000 *et seq.*, [Sections] 17200 *et seq.*, or [Sections] 17500 *et seq.* of the California Business & Professions Code, or of any other statute, regulation, or decisional law relating to fraud, dishonesty, failure to disclose, or misrepresentations to consumers or others; or
- g. been found to have violated any statute, law, or rule pertaining to public utilities or other regulated industries; or
- h. entered into any settlement agreements or made any voluntary payments or agreed to any other type of

monetary forfeitures in resolution of any action by any regulatory body, agency, or attorney general.³⁵

Also, to the best of Ripple California 's knowledge, neither Ripple California, nor any affiliate, officer, director, partner, nor owner of more than 10 percent of Ripple California, or any person acting in such capacity whether or not formally appointed, is being, or has been investigated by the Federal Communications Commission or any law enforcement or regulatory agency for failure to comply with any law, rule or order.^{36,37} For the foregoing reasons, this decision finds that Ripple California is in compliance with the requirements of D.13-05-035 and D.24-11-003.

9. Tariffs

CLECs, IECs, and fixed interconnected VoIP providers requesting detariffed status and may be exempt from the requirement to file tariffs provided they do not provide basic service as defined by D.12-12-038 and comply with the consumer protection rules identified in D.98-08-031. Ripple California indicated it will not offer services that require a tariff or schedule³⁸ and therefore detariffed status is granted.

In the future, if Ripple California decides to offer services that require a tariff or schedule, such as basic service, Applicant must submit proposed tariffs and/or user guides to the Commission's Communications Division by Tier 2

³⁵ These certifications are required by D.13-05-035, OP 14; D.24-11-003.

³⁶ *Ibid.*

³⁷ Application at 3-4 and Exhibit H (*D.13-05-035 Certification*).

³⁸ Application at 3-4.

Advice Letter using the General Order 96B advice letter process at least 30 days before initiation of service.³⁹

10. Service Territory and Map Requirements

To be granted a CPCN for authority to provide competitive local exchange service, a CLEC shall file a service territory map with the Commission that details the area in which the CLEC is authorized to provide service.⁴⁰ CLCs shall be required to serve customers requesting service within their designated service territory on a nondiscriminatory basis, but shall not be required to have the same service territory as LEC service territories.⁴¹

Ripple California proposes to provide competitive local exchange services in the service territories of: (1) Pacific Bell Telephone Company d/b/a AT&T California, (2) Frontier California, Inc, (3) Frontier Communications of the Southwest, Inc., (4) Consolidated Communications of California Company, and (5) Citizens Telecommunications Company of California d/b/a Frontier Communications of California, Inc. and resold interexchange services throughout California, subject to the terms and conditions set forth in this decision. Ripple California provided a map of the service territory it proposes to provide local exchange services, in compliance with D.95-12-056's service territory map requirement.

³⁹ D.12-12-038.

⁴⁰ D.95-12-056 at Appendix C, Rule 4.F.

⁴¹ *Ibid.*

11. Rule 3.1(i) Statement

Rule 3.1(i) sets forth the requirement that a utility filing an application under Pub. Util. Code Section 1001 provide a statement regarding General Order (GO) 104-A, Section 2. Ripple California's Application indicates that it is not aware of any reportable matters pursuant to GO 104-A, Section 2. Ripple California, therefore, has nothing to report under this rule at this time. However, going forward, Ripple California must file all reports required of a public utility under Commission jurisdiction.

12. Expected Customer Base

Ripple California provided its estimated customer base for the first and fifth years of operation at page 10 of the confidential version of its August 15, 2024 Application. Therefore, Ripple California has complied with this requirement.

13. Request for Treatment as a Non-dominant Interexchange Carrier

Applicant requests treatment as a non-dominant interexchange carrier (NDIEC), as detailed in D.85-01-008 and modified in D.85-07-081 and D.85-11-044. The Commission recently streamlined and updated the requirements for CLECs and NDIECs, and established a regulatory framework for VoIP providers in D.24-11-003. Therefore, Ripple California is accorded all exemptions traditionally granted to NDIECs without the need for an individual grant for such treatment in this decision. Accordingly, Ripple's request for NDIEC treatment is moot. Applicant must follow the requirements as

summarized and provided for by D.24-11-003,⁴² and as indicated in Appendices B through D.

14. Safety Considerations

With the adoption of the *Safety Policy Statement of the California Pub. Util. Commission* on July 10, 2014, the Commission has, among other things, heightened its focus on the potential safety implications of every proceeding. The Commission considered the potential safety implications here and is satisfied that Ripple California will meet the Commission's minimum safety goals and expectations of CLECs and interexchange carriers because: (1) Ripple California has taken steps to meet the financial requirements as set forth in this decision for facilities based CLECs and interexchange carriers and (2) Ripple California is a public utility that is required pursuant to Pub. Util. Code Section 451 to "... furnish and maintain such adequate, efficient, just and reasonable service, instrumentalities, equipment, and facilities, including telephone facilities ... as are necessary to promote the safety, health, comfort, and convenience of its patrons, employees, and the public."

15. Conclusion

Ripple California's application conforms with the Commission's rules for certification as a competitive local exchange carrier and an interexchange carrier provider. Accordingly, the Commission grants Ripple California a CPCN to provide full facilities-based and resold competitive local exchange services in the service territories of: (1) Pacific Bell Telephone Company d/b/a AT&T California,

⁴² D.24-11-003 at 58-82 (Section 8.2).

(2) Frontier California, Inc, (3) Frontier Communications of the Southwest, Inc., (4) Consolidated Communications of California Company, and (5) Citizens Telecommunications Company of California d/b/a Frontier Communications of California, Inc. and resold interexchange services throughout California, subject to compliance with the terms and conditions set forth in the Ordering Paragraph's herein below.

The CPCN granted by this decision provides benefits to Ripple California and corresponding obligations. Ripple California receives authority to operate in the prescribed service territory, and this authority enables Ripple, pursuant to Section 251 of the 1934 Communications Act, as amended by the 1996 Telecommunications Act (47 U.S.C. Section 251), to interconnect with telecommunications carriers.⁴³ This authority also enables Ripple California to obtain access to public rights-of-way in California as set forth in D.98-10-058, and approved in *T-Mobile West LLC v. City and County of San Francisco*, 6 Cal. 5th 1107 (2019), subject to the CEQA requirements set forth in this decision.

In return, Ripple California is obligated to comply with all Pub. Util. Code provisions, Commission rules, GOs, and decisions applicable to telephone corporations providing approved services. The applicable statutes, rules, GOs, and decisions include, but are not limited to consumer protection rules, tariffing, and reporting requirements. Moreover, Ripple California is obligated to pay all Commission prescribed user fees and public purpose program surcharges as set forth in the Appendix B of this decision, to comply with CEQA, and to adhere to

⁴³ The California Pub. Util. Code uses the term "telephone corporation." Its counterpart in federal law is a "telecommunications carrier."

Pub. Util. Code Section 451 which states that every public utility "... shall furnish and maintain such adequate, efficient, just, and reasonable service, instrumentalities, equipment, and facilities, including telephone facilities, as defined in Section 54.1 of the Civil Code, as are necessary to promote the safety, health, comfort, and convenience of its patrons, employees, and the public." Granting this application will benefit the public interest by expanding the availability of technologically advanced telecommunications services within the state.

**16. Additional Requirements for Applicants
Following Commission's Grant of CPCN**

The CPCN granted in this decision is contingent upon Ripple's compliance with several requirements: (1) rendering service to customers within 12 months from the effective date of this decision; (2) using its assigned corporate identification number in the caption of all original filings with the Commission; (3) filing in this docket a written acceptance of the certificate granted in this proceeding within 30 days of the effective date of this decision; (4) providing the name, address, e-mail address, and telephone number of its designated primary regulatory/official contact person to the Commission's Communications Division within five days of written acceptance of its certificate; (5) providing the name, address, e-mail address, and telephone number of its designated contact person for purposes of resolving consumer complaints to the Commission's Consumer Affairs Branch within five days of written acceptance of its certificate; (6) submitting a Tier 1 Advice Letter containing a copy of the license holder's executed performance bond within 30 days of the effective date of this decision;

(7) submitting its compliance with Public Utilities Code Section 708, Employee Identification Cards, to the Commission's Director of the Communications Division, in writing, by email to cdcompliance@cpuc.ca.gov, within 60 days of the effective date of this decision; (8) providing the date that competitive local exchange service is first rendered to the public, to the Commission's Director of the Communications Division, in writing, by email to cdcompliance@cpuc.ca.gov, no later than five days after service first begins.

These requirements are in addition to Ripple's ongoing obligation to be subject to all the current requirements applicable to competitive local exchange carriers, interexchange carriers, and Voice over Internet Providers included in Attachments B, C, and D to this decision (including annual affiliate transaction reports, ongoing performance bond requirements, and payment of surcharges and user fees); all Consumer Protection Rules contained in General Order 168; and all applicable Commission rules, decisions, General Orders, and statutes that pertain to California public utilities on an ongoing basis.

17. Confidential Treatment of Documents and Other Procedural Matters

Ripple California provided the following: (1) financial documents as listed in D.24-11-003 Appendix F,⁴⁴ (2) estimated number of customers in the first and

⁴⁴ See Application at 8-9 and Exhibit D (*Demonstration of Financial Ability*) thereto. See also September 26, 2024 Supplement at 2 and Exhibit 1 (*Ripple Fiber LLC Bank Statement*) and Exhibit 2 (*Ripple Fiber LLC Financial Information*) thereto. See also January 6, 2025 Supplement and Exhibit D (*April 2024 and 2023 Financial Statements Ripple Fiber, Inc.*, currently Ripple Fiber, LLC) thereto. See also corresponding August 15, 2024, September 26, 2024, and January 6, 2025 motions to file confidential information under seal.

fifth year of operation,⁴⁵ and (3) the estimated cost of construction.⁴⁶ Applicant also provided a detailed ownership chart at Exhibit E (*Ripple Fiber California, LLC Ownership Chart*) to its January 6, 2025 Supplement and contends that that the chart contains sensitive asset, corporate structure, and affiliates information that could substantially harm its ability to compete if publicly disclosed.⁴⁷ Pursuant to motions to seal filed on August 15, 2024, September 26, 2024, and January 6, 2025 and Decision 24-11-003 respectively, Ripple California's: (1) financial documents as listed in D.24-11-003 Appendix F,⁴⁸ (2) estimated number of customers in the first and fifth year of operation,⁴⁹ and (3) the estimated cost of construction are granted confidential treatment for a period of three years.⁵⁰

During this three-year period, Ripple California's: (1) D.24-11-003 Appendix F financial documents, (2) estimated number of customers in the first and fifth year of operation, and (3) the estimated cost of construction shall not be

⁴⁵ See Application at 10, filed with motion to file confidential information under seal.

⁴⁶ See Application at 8-9 and Exhibit D (*Demonstration of Financial Ability*), motion to file confidential information under seal.

⁴⁷ *Motion Of Ripple Fiber California, LLC To File Under Seal Confidential Information* (January 6, 2025) at 2.

⁴⁸ See Application at 8-9 and Exhibit D (*Demonstration of Financial Ability*) thereto. See also September 26, 2024 Supplement at 2 and Exhibit 1 (*Ripple Fiber LLC Bank Statement*) and Exhibit 2 (*Ripple Fiber LLC Financial Information*) thereto. See also January 6, 2025 Supplement and Exhibit D (*April 2024 and 2023 Financial Statements Ripple Fiber, Inc.*, currently Ripple Fiber, LLC) thereto. See also corresponding August 15, 2024, September 26, 2024, and January 6, 2025 motions to file confidential information under seal.

⁴⁹ See Application at 10, filed with motion to file confidential information under seal.

⁵⁰ D.24-11-003 at 48-54; GO 66-D; Cal. Constitution Article 3, subdivision (b)(2).

publicly disclosed except on further Commission order or Administrative Law Judge ruling. Applicant's motion for confidential treatment of Exhibit E (*Ripple Fiber California, LLC Ownership Chart*) to its January 6, 2025 Supplement is granted pursuant to California Public Utilities Code Section 583 and the Commission's GO 66-D, and shall not be publicly disclosed except on further Commission order or Administrative Law Judge ruling.

If Ripple California believes that it is necessary for this information to remain under seal for longer than three years, Ripple California may file a motion showing good cause for extending this order by no later than 30 days before the expiration of the grant of confidentiality.

All rulings by the assigned Commissioner and the assigned ALJ are affirmed. All pending motions are deemed denied.

18. Summary of Public Comments

Rule 1.18 allows any member of the public to submit written comment in any Commission proceeding using the "Public Comment" tab of the online Docket Card for that proceeding on the Commission's website. Rule 1.18(b) requires that relevant written comment submitted in a proceeding be summarized in the final decision issued in that proceeding. No Public Comments were received in this proceeding.

19. Comments on Draft Decision

This is an uncontested matter in which the decision grants the relief requested. Accordingly, pursuant to Section 311(g)(2) of the Pub. Util. Code and Rule 14.6(c)(2), the otherwise applicable 30-day period for public review and comment is waived.

20. Assignment of Proceeding

John Reynolds is the assigned Commissioner and Andrea D. McGary is the assigned Administrative Law Judge in this proceeding.

Findings of Fact

1. Ripple California is a Delaware limited liability company authorized to do business in California.

2. Ripple California is a wholly owned subsidiary of parent company Ripple Fiber, LLC, a Delaware limited liability company previously known as Ripple Fiber, Inc.

3. Ripple California's principal place of business is 6000 Fairview Road, Suite 300, Charlotte, North Carolina, 28210.

4. Ripple California proposes to provide full facilities-based and resold competitive local exchange services and resold interexchange services.

5. Ripple California proposes to rely on the existing facilities of other carriers or utilities or construct its own facilities to deploy its services in some cases.

6. Ripple California's proposed construction activities are likely to fall within CEQA Class 3 (New Construction or Conversion of Small Structures), Class 4 (Minor Alterations to Land), and Class 32 (In-Fill Development Projects) exemptions.

7. Granting this CPCN will expand the availability of technologically advanced telecommunications services within the state.

8. Ripple California has a minimum of \$100,000 of cash or cash equivalent that is reasonably liquid and readily available to meet its start-up expenses needed to provide the proposed services.

9. Ripple California's management possesses sufficient experience, knowledge, and technical expertise to provide full facilities based and resold competitive local exchange services and resold interexchange services to the public.

10. To the best of Ripple California's knowledge, no one associated with or employed by Ripple California as an affiliate, officer, director, partner, agent, or owner (directly or indirectly) of more than 10 percent of Ripple California, or anyone acting in a management capacity for Ripple California: (a) held one of these positions with a company that filed for bankruptcy; (b) been personally found liable, or held one of these positions with a company that has been found liable, for fraud, dishonesty, failure to disclose, or misrepresentations to consumers or others; (c) been convicted of a felony; (d) been the subject of a criminal referral by judge or public agency; (e) had a telecommunications license or operating authority denied, suspended, revoked, or limited in any jurisdiction; (f) personally entered into a settlement, or held one of these positions with a company that has entered into settlement of criminal or civil claims involving violations of Section 17000 *et seq.*, Section 17200 *et seq.*, or Section 17500 *et seq.* of the California Business & Professions Code, or of any other statute, regulation, or decisional law relating to fraud, dishonesty, failure to disclose, or misrepresentations to consumers or others; (g) been found to have violated any statute, law, or rule pertaining to public utilities or other regulated industries; or (h) entered into any settlement agreements or made any voluntary payments or agreed to any other type of monetary forfeitures in resolution of any action by any regulatory body, agency, or attorney general.

11. Ripple California attests that to the best of its knowledge, neither Ripple California, or any affiliate, officer, director, partner, nor owner of more than 10 percent of Ripple California, or any person acting in such capacity whether or not formally appointed, is being, or has been investigated by the FCC or any law enforcement or regulatory agency for failure to comply with any law, rule or order.

12. Ripple California requested and is eligible for exemption from tariffing requirements and must observe the consumer protection rules adopted in D.98-08-031 and D.24-11-003.

13. Ripple California proposes to provide full facilities-based and resold competitive local exchange services in the service territories of 1) Pacific Bell Telephone Company d/b/a AT&T California, 2) Frontier California, Inc, 3) Frontier Communications of the Southwest, Inc., 4) Consolidated Communications of California Company, and 5) Citizens Telecommunications Company of California d/b/a Frontier Communications of California, Inc. as well as providing resold interexchange services throughout California.

14. Ripple California provided a map showing the location of its proposed construction or extension, and its relation to other public utilities, corporation, person, or entities with which the same is likely to compete.

15. Ripple California has no information to report under Rule 3.1(i), which requires that a utility filing an application under Pub. Util. Code Section 1001, provide a statement regarding compliance with GO 104-A, Section 2.

16. Ripple California is eligible for all exemptions traditionally accorded NDIECs through D.24-11-003, without need for an individual grant of such treatment in this decision.

17. Ripple California provided an estimate of its customer base for the first and fifth year of operation under seal and was accompanied by a motion for confidential treatment of its estimated customer base data.

18. Ripple California will meet the Commission's minimum safety goals.

19. Ripple California filed documents which have a presumption of confidentiality pursuant to D.24-11-003 and GO 66-D, summarily:

- A.24-08-009 at Page 10 (estimated customer base for the first and fifth years of operation).
- A.24-08-009 at Exhibit D (*Demonstration of Financial Ability*).
- September 26, 2024 *Ripple Fiber California LLC Response to Administrative Law Judge's Request For Prehearing Conference Statements on or Before September 30, 2024* at Exhibit 1 (*Ripple Fiber LLC Bank Statement*) and Exhibit 2 (*Ripple Fiber LLC Financial Information*).
- January 6, 2025 filed *Response To Administrative Law Judge Ruling Requesting Supplemental Applicant Name, Corporate Standing, Financial Ability, Affiliate and Telecommunications Services Information* at Exhibit D (*April 2024 and 2023 Financial Statements Ripple Fiber, Inc.*).

20. Ripple California filed a detailed ownership chart as Exhibit E to its January 6, 2025 Supplement which contains sensitive asset, corporate structure, and affiliates information and which, if publicly disclosed, could substantially harm its ability to compete.

21. Exhibit E to Ripple California's January 6, 2025 Supplement qualifies for confidential treatment pursuant to California Public Utilities Code Section 583 and the Commission's GO 66-D.

Conclusions of Law

1. Ripple California should be granted a CPCN to provide full facilities-based and resold competitive local exchange services in the service territories in the service territories of 1) Pacific Bell Telephone Company d/b/a AT&T California, 2) Frontier California, Inc, 3) Frontier Communications of the Southwest, Inc., 4) Consolidated Communications of California Company, and 5) Citizens Telecommunications Company of California d/b/a Frontier Communications of California, Inc. and resold interexchange services throughout California, subject to the terms and conditions set forth in this decision.

2. Ripple California is a telephone corporation and a public utility as defined in Pub. Util. Code Sections 234(a) and 216(a).

3. Ripple California should be allowed to use the Energy Division 21-day CEQA exemption review process.

4. Granting Ripple California a CPCN is in the public interest.

5. Ripple California meets the financial requirements for a CPCN pursuant to D.24-11-003.

6. Ripple California meets the technical managerial requirements for a CPCN pursuant to D.13-05-013 and D.24-11-003.

7. Ripple California meets the certification requirements for a CPCN pursuant to D.13-05-013 and D.24-11-003.

8. Ripple California is exempt from tariffing. In the future, if Ripple California decides to offer services that require a tariff or schedule, such as basic service, Applicant should submit proposed tariffs and/or user guides to the Commission's Communications Division via Tier 2 Advice Letters using the General Order 96-B advice letter process at least 30 days before initiation of service.

9. Ripple California meets the applicable requirements of Rule 3.1 of the Rules of Practice and Procedure.

10. Ripple California's request for NDIEC treatment should be denied as moot.

11. The certificate granted, and the authority for Ripple California to render service to customers under the rates, charges, and rules authorized, should expire if not exercised, by offering or actively providing service on a wholesale and/or resale basis, after 12 months from the effective date of this decision. Ripple California should be responsible for seeking approval for an extension of time to comply with this decision pursuant to Rules of Practice and Procedure Rule 16.6.

12. The Ripple California should be assigned utility identification number U7466C and should be responsible for using this as its corporate identification number in the caption of all original filings with this Commission, in the titles of other pleadings filed in existing cases, and informal submissions to the Commission.

13. Ripple California should file in this docket a written acceptance of the certificate granted in this proceeding within 30 days of the effective date of this

decision. The written acceptance filed in this docket does not reopen the proceeding.

14. Ripple California should provide the name, address, e-mail address, and telephone number of its designated primary regulatory/official contact person to the California Public Utilities Commission's Communications Division within five days of written acceptance of its certificate.

15. Ripple California should provide the name, address, e-mail address, and telephone number of its designated contact person for purposes of resolving consumer complaints to the California Public Utilities Commission's Consumer Affairs Branch within five days of written acceptance of its certificate.

16. Ripple California should submit a Tier 1 Advice Letter containing a copy of the license holder's executed performance bond in accordance with the process established in D.10-09-017/D.11-09-026 and modified by D.13-05-035 and Decision 24-11-003 to the California Public Utilities Commission's Communications Division within 30 days of the effective date of this decision.

17. Ripple California should submit its compliance with Public Utilities Code Section 708, Employee Identification Cards, to the California Public Utilities Commission's Director of the Communications Division, in writing, by email to cdcompliance@cpuc.ca.gov, within 60 days of the effective date of this decision.

18. Ripple California should provide the date that competitive local exchange service is first rendered to the public, to the California Public Utilities Commission's Director of the Communications Division, in writing, by email to cdcompliance@cpuc.ca.gov, no later than five days after service first begins.

19. Ripple California should be subject to all the current requirements applicable to competitive local exchange carriers and interexchange carriers included in Attachments B, C, and D to this decision (including annual affiliate transaction reports, ongoing performance bond requirements, and payment of surcharges and user fees); all Consumer Protection Rules contained in General Order 168; and all applicable California Public Utilities Commission rules, decisions, General Orders, and statutes that pertain to California public utilities on an ongoing basis.

20. Ripple California's financial documents, expected customer base, and construction costs should be kept under seal for a period of three years from the issuance date of this decision pursuant to D.24-11-003.

21. Ripple California's *Ownership Chart* attached as Exhibit E to its January 6, 2025 Supplement should be kept under seal for a period of three years from the issuance date of this decision pursuant to California Public Utilities Code Section 583 and the Commission's GO 66-D.

22. All rulings by the assigned Commissioner and the assigned ALJ should be affirmed.

23. All pending motions not yet ruled on herein should be deemed denied.

24. This proceeding should be closed.

O R D E R

IT IS ORDERED that:

1. A Certificate of Public Convenience and Necessity is granted to Ripple Fiber California, LLC to provide full facilities-based and resold competitive local exchange services in the territories of 1) Pacific Bell Telephone Company

d/b/a AT&T California, 2) Frontier California, Inc, 3) Frontier Communications of the Southwest, Inc., 4) Consolidated Communications of California Company, and 5) Citizens Telecommunications Company of California d/b/a Frontier Communications of California, Inc. and resold interexchange services throughout California, subject to the terms and conditions set forth in this decision.

2. Ripple Fiber California, LLC may construct facilities, including equipment in existing buildings or structures.

3. Ripple Fiber California, LLC is allowed to use the California Public Utilities Commission's Energy Division 21-day California Environmental Quality Act exemption review process.

4. Ripple Fiber California, LLC may operate on a detariffed basis. In the future, if Ripple Fiber California, LLC decides to offer services that require a tariff or schedule, such as basic service, Applicant must submit proposed tariffs and/or user guides to the California Public Utilities Commission's Communications Division via a Tier 2 Advice Letter using the General Order 96-B process at least 30 days before initiation of service.

5. Ripple Fiber California, LLC's motion for non-dominant carrier status treatment is denied.

6. The certificate granted, and the authority for Ripple Fiber California, LLC to render service to customers under the rates, charges, and rules authorized, will expire if not exercised, by offering or actively providing service on a wholesale and/or resale basis, after 12 months from the effective date of this decision. Ripple Fiber California, LLC is responsible for seeking approval for an

extension of time to comply with this decision pursuant to Rules of Practice and Procedure Rule 16.6.

7. Ripple Fiber California, LLC is assigned utility identification number U-7466-C and is responsible for using this as its corporate identification number in the caption of all original filings with the California Public Utilities Commission (Commission), in the titles of other pleadings filed in existing cases, and informal submissions to the Commission.

8. Ripple Fiber California, LLC must file in this docket a written acceptance of the certificate granted in this proceeding within 30 days of the effective date of this decision. The written acceptance filed in this docket does not reopen the proceeding.

9. Ripple Fiber California, LLC must provide the name, address, e-mail address, and telephone number of its designated primary regulatory/official contact person to the California Public Utilities Commission's Communications Division within five days of written acceptance of its certificate. Refer to Attachment B for additional information related to updating contact information.

10. Ripple Fiber California, LLC must provide the name, address, e-mail address, and telephone number of its designated contact person for purposes of resolving consumer complaints to the California Public Utilities Commission's Consumer Affairs Branch within five days of written acceptance of its certificate. Refer to Attachment B for additional information related to updating contact information.

11. Ripple Fiber California, LLC must submit a Tier 1 Advice Letter containing a copy of the license holder's executed performance bond in

accordance with the process established in Decision (D.) 10-09-017/D.11-09-026 and modified by D.13-05-035 and D.24-11-003 to the California Public Utilities Commission's Communications Division within 30 days of the effective date of this decision. Refer to Attachment B for additional information on annual performance bond requirements.

12. Ripple Fiber California, LLC must submit its compliance with Public Utilities Code Section 708, Employee Identification Cards, to the California Public Utilities Commission's Director of the Communications Division, in writing, by email to cdcompliance@cpuc.ca.gov, within 60 days of the effective date of this decision.

13. Ripple Fiber California, LLC must provide the date that competitive local exchange service is first rendered to the public, to the California Public Utilities Commission's Director of the Communications Division, in writing, by email to cdcompliance@cpuc.ca.gov, no later than five days after service first begins.

14. Ripple Fiber California, LLC is subject to all the current requirements applicable to competitive local exchange carriers and interexchange carriers included in Attachments B, C, and D to this decision (including annual affiliate transaction reports, ongoing performance bond requirements, and payment of surcharges and user fees); all Consumer Protection Rules contained in General Order 168; and all applicable California Public Utilities Commission rules, decisions, General Orders, and statutes that pertain to California public utilities on an ongoing basis.

15. The August 15, 2024 *Motion of Ripple Fiber California LLC To File Under Seal Confidential Information* is granted for a period of three years after the date of this

decision. During this three-year period, Ripple Fiber California, LLC's estimated customer base for the first and fifth years of operation at page 10 and Exhibit D (*Demonstration of Financial Ability*) of the confidential version of Application 24-08-009 shall not be publicly disclosed except on further Commission order or Administrative Law Judge ruling.

16. The September 26, 2024 *Motion of Ripple Fiber California LLC To File Under Seal Confidential Information* is granted for a period of three years after the date of this decision. During this three-year period, Exhibit 1 (*Ripple Fiber LLC Bank Statement*) and Exhibit 2 (*Ripple Fiber LLC Financial Information*) to the September 26, 2024 filed *Ripple Fiber California LLC Response to Administrative Law Judge's Request For Prehearing Conference Statements on or Before September 30, 2024* shall not be publicly disclosed except on further Commission order or Administrative Law Judge ruling.

17. The January 6, 2025 *Motion of Ripple Fiber California LLC To File Under Seal Confidential Information* is granted for a period of three years after the date of this decision. During this three-year period, Exhibit D (*April 2024 and 2023 Financial Statements Ripple Fiber, Inc.*), and Exhibit E (*Ripple Fiber California, LLC Ownership Chart*) to the January 6, 2025 filed *Response To Administrative Law Judge Ruling Requesting Supplemental Applicant Name, Corporate Standing, Financial Ability, Affiliate and Telecommunications Services Information* shall not be publicly disclosed except on further Commission order or Administrative Law Judge ruling.

18. If Ripple Fiber California, LLC believes that it is necessary for the confidential information to remain under seal for longer than three years, it may

A.24-08-009 ALJ/ADR/ asf

file a motion showing good cause for extending this order by no later than 30 days before the expiration of this order.

19. All rulings by the assigned Commissioner and the assigned Administrative Law Judge are affirmed.

20. All pending motions are deemed denied.

21. Application 24-08-009 is closed.

This decision is effective today.

Dated July 24, 2025, at San Francisco, California.

ALICE REYNOLDS

President

DARCIE L. HOUCK

JOHN REYNOLDS

KAREN DOUGLAS

MATTHEW BAKER

Commissioners

ATTACHMENT A

**ATTACHMENT A
TARIFF DEFICIENCIES**

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(END OF ATTACHMENT A)

ATTACHMENT B

ATTACHMENT B

**REQUIREMENTS APPLICABLE TO COMPETITIVE LOCAL EXCHANGE
CARRIERS, INTEREXCHANGE CARRIERS AND FIXED
INTERCONNECTED VOIP CARRIERS (Carrier)**

1. Carrier is subject to all the current applicable California Public Utilities Commission (CPUC or Commission) rules, decisions, General Orders, and statutes that pertain to California public utilities and telephone corporations on an ongoing basis.

2. Carrier is responsible for rendering services to customers under the rates, charges and rules authorized by the Commission within 12 months from the date of the decision. Rendering services may include but are not limited to offering and/or actively providing services to its customers on a wholesale and/or resale basis.

3. Carrier is responsible for keeping all contact information up to date with the Commission. Changes to its primary regulatory and/or complaint contact information must be provided electronically, using the "Contact Information Request Update" form at <https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone> under Service Provider Requirements and Programs. Carrier is responsible for updating this information within 30 days of the change, or at least annually by June 1 of each calendar year.

4. Carrier is subject to California public purpose program surcharges and user fees. Pursuant to Decision (D.) 22-10-021, all telephone corporations operating in California must assess, collect, report and remit public purpose program surcharges based on the number of active access lines. For definition of access

line, see Section 5.2.2 of D.22-10-021. The surcharge funds the following California public purpose programs:

- a. The Universal Lifeline Telephone Service Trust Administrative Committee Fund (Pub. Util. Code § 277);
- b. The California Relay Service and Communications Devices Fund (Pub. Util. Code § 2881; D.98-12-073);
- c. The California High Cost Fund-A (Pub. Util. Code § 275.6); D.96-10-066, at 3-4, App. B, Rule 1.C);
- d. The California High Cost Fund-B (Pub. Util. Code § 276.5), D.96-10-066, at 191, App. B, Rule 6.F.; D.07-12-054);
- e. The California Advanced Services Fund (Pub. Util. Code § 281; D.07-12-054); and
- f. The California Teleconnect Fund (Pub. Util. Code § 280; D.96-10-066, at 88, App. B, Rule 8.G).

User Fees must be assessed and collected based on intrastate telecommunications revenues. The User Fee funds the CPUC's annual operating budget for regulating the telecommunications corporations under its jurisdiction (Pub. Util. Code §§ 431-435).

5. Carrier is responsible for obtaining guidance and directive from the Commission's Communications Division for timely reporting and remitting of public purpose program surcharges and the user fees through the Commission's proprietary Telecommunications and User Fee Filing System (TUFFS).

Additional information about telecommunications surcharges and user fees is available from the CPUC website: <https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/telecommunications-surcharges-and-user-fees>.

6. Carrier is responsible for timely and accurately reporting its number of access lines and remitting the resulting public purpose program surcharges through TUFFS even if there is zero access line to report and zero resulting surcharges to remit. Carriers that report and/or remit surcharge funds after the due date will be charged a penalty equal to an annual rate of 10 percent. Send an email to Telcosurcharge@cpuc.ca.gov for questions related to surcharges and access to TUFFS. Current and historical surcharge rates can be found at <https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/telecommunications-surcharges-and-user-fees/surcharge-rates>.

7. Carrier is responsible for timely and accurately reporting and remitting the user fees based on a standard user fee remittance rate applied to the gross intrastate revenue or an annual minimum user fee of \$100, whichever is greater. The user fee remittance rate is determined annually by the Commission and posted on the Commission's webpage. The reporting and remittance of user fees must be through TUFFS within 15 days after the end of each calendar quarter (March 31, June 30 and September 30, and December 31) or January 15 due date for those paying the annual minimum user fee of \$100. TUFFS will automatically adjust the minimum user fee amount due to \$100 when the annual gross intrastate revenue is zero or less than the annual minimum user fee of \$100. Under Pub. Util. Code Section 405, carriers that are in default of reporting and submitting user fees more than 30 days after the quarterly user fee payment due dates of April 15, July 15, October 15, and January 15, or more than 30 days after the January 15 due date for those utilities paying the annual minimum user fee of \$100, will be subject to automatic penalties including suspension or revocation of

their authority to operate in California. Send an email to userfees@cpuc.ca.gov for questions related to user fees. Current and historical user fee rates can be found at <https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/telecommunications-surcharges-and-user-fees/user-fee-rates>.

8. In compliance with Resolution T16901, December 2, 2004, Carrier is responsible for checking the joint tariff for public purpose program surcharges and user fees filed by Pacific Bell Telephone Company *dba* AT&T California and apply the current public purpose program surcharges and user fees amounts in that joint tariff on end user bills until further revised.

9. Carrier is responsible for ensuring that its tariff filings reflect all surcharges and fees to which it is subject to, as identified above.

10. If Carrier is a competitive local exchange carrier, the effectiveness of its future competitive local exchange carrier tariffs is subject to the requirements of General Order 96-B and the Telecommunications Industry Rules (D.07-09-019).

11. If Carrier is a non-dominant interexchange carrier, the effectiveness of its future non-dominant interexchange carrier tariffs is subject to the requirement of General Order 96-B and the Telecommunications Industry Rules (D.07-09-019).

12. Carrier providing competitive local exchange service is responsible for submitting a service area map as part of its initial tariff filed via Advice Letter to the Communications Division.

13. Carrier is responsible for submitting a copy of its complete tariff in use to the California Public Utilities Commission's Director of the Communications Division, by e-mail to cdcompliance@cpuc.ca.gov, in compliance with Public Utilities Codes Section 489(a), no later than February 15 of each year. If Carrier is

de-tariffed, it is responsible for providing an annual certification that it is granted exemption from tariff filing or is a de-tariffed carrier and identify the authorization granting such status.

14. Carrier is responsible for obtaining a performance bond of at least \$25,000 in accordance with Decision 13-05-035 and D.24-11-003. Within 30 calendar days after the effective date of CPCN authority, carrier is required to submit a Tier-1 advice letter to the Director of the Communications Division with a copy of the license holder's executed bond. The performance bond must be a continuous bond (*i.e.*, there is no termination date on the bond) issued by a corporate surety company authorized to transact surety business in California, and the Commission must be listed as the obligee on the bond. Pursuant to Decision 13-05-035, the Commission must revoke a certificate of public convenience and necessity if a carrier is more than 120 days late in providing the Communications Division a copy of its executed performance bond and the carrier has not been granted an extension of time by the Communications Division.

15. Carrier is required to submit a Tier-1 Advice Letter on an annual basis, no later than March 31 of each year, with a copy of the executed performance bond. Carrier is responsible for ensuring that its performance bond does not lapse during any period of its operation. Additional information regarding performance bond requirement is available at <https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/carrier-reporting-requirements/performance-bond-requirements>.

16. Carrier is responsible for ensuring that its employees comply with the provisions of Pub. Util. Code Section 2889.5 regarding solicitation of customers.

17. If Carrier is 90 days or more late in complying with its reporting obligations to the Commission including but not limited to filing its annual reports (e.g., Operations and Financials, and Affiliated Transaction Reports), submitting Performance Bonds, reporting and remitting surcharges and user fees; and has not received written permission from the Commission or Communications Division to file or remit late, the Communications Division may issue a citation pursuant to Resolution T-17601. Failure to comply with the issued citation or timely appeal the citation may result in a revocation of the company's operating authority and/or a referral to the Commission's Consumer Protection and Enforcement Division for enforcement action, which could result in additional fines, penalties, or other sanctions.

18. Carrier is exempt from Rule 3.1(b) of the Commission's Rules of Practice and Procedure.

19. Carrier is exempt from Pub. Util. Code Sections 816-830.

20. If Carrier decides to discontinue service or file for bankruptcy, it must immediately notify the California Public Utilities Commission's Director of the Communications Division, by e-mail to cdcompliance@cpuc.ca.gov.

(END OF ATTACHMENT B)

ATTACHMENT C

ATTACHMENT C
ANNUAL REPORT

In addition to the annual reports requirement pursuant to General Order 104-A, submit the following information electronically via email to cdcompliance@cpuc.ca.gov no later than March 31 of the year following the calendar year for which the annual report is submitted.

Failure to submit this information on time may result in a penalty as provided for in Pub. Util. Code Sections 2107 and 2108.

Required information:

1. Exact legal name and Utility ID number of the reporting utility.
2. Address of the reporting utility.
3. Name, title, address, and telephone number of the person to be contacted concerning the reported information.
4. Name and title of the officer having custody of the general books of account and the address of the office where such books are kept.
5. Type of organization (*e.g.*, corporation, partnership, sole proprietorship, etc.).

If incorporated, specify:

- a. Date of filing articles of incorporation with the Secretary of State.
 - b. State in which incorporated.
6. Number and date of the Commission decision granting the Certificate of Public Convenience and Necessity.
 7. Date operations were begun.
 8. Description of other business activities in which the utility is engaged.
 9. List of all affiliated companies and their relationship to the utility. State if affiliate is a:
 - a. Regulated public utility.
 - b. Publicly held corporation.
 10. Balance sheet as of December 31st of the year for which information is submitted.

11. Income statement for California operations for the calendar year for which information is submitted.

Additional information about the reporting requirements is available at <https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/carrier-reporting-requirements/annual-report-forms>. For any questions concerning this report, please send an email to cdcompliance@cpuca.ca.gov with a subject line that includes: "CD Annual Reports."

(END OF ATTACHMENT C)

ATTACHMENT D

ATTACHMENT D

CALENDAR YEAR AFFILIATE TRANSACTION REPORT

Submit the following information electronically using the Annual Affiliate Transaction Report Form⁵¹ via e-mail to cdcompliance@cpuc.ca.gov no later than May 1 of the year following the calendar year for which the annual affiliate transaction report is submitted.

1. Each utility must list and provide the following information for each affiliated entity and regulated subsidiary that the utility had during the period covered by the Annual Affiliate Transaction Report.
 - Form of organization (*e.g.*, corporation, partnership, joint venture, strategic alliance, etc.);
 - Brief description of business activities engaged in;
 - Relationship to the utility (*e.g.*, controlling corporation, subsidiary, regulated subsidiary, affiliate);
 - Ownership of the utility (including type and percent ownership)
 - Voting rights held by the utility and percent; and
 - Corporate officers.
2. The utility must prepare and submit a corporate organization chart showing any and all corporate relationships between the utility and its affiliated entities and regulated subsidiaries in item 1 above. The chart must have the controlling corporation (if any) at the top of the chart, the utility and any subsidiaries and/or affiliates of the controlling corporation in the middle levels of the chart, and all secondary subsidiaries and affiliates (*e.g.*, a subsidiary that in turn is owned by another subsidiary and/or affiliate) in the lower levels. Any regulated subsidiary must be clearly noted.

⁵¹ An Annual Affiliate Report form (in PDF format) has been developed to help facilitate the submission of this reporting obligation and it is available at: [https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/licensing-compliance/annual-reporting-requirements/annual-affiliate-transaction-report-form .pdf](https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/licensing-compliance/annual-reporting-requirements/annual-affiliate-transaction-report-form.pdf).

3. For a utility that has individuals who are classified as “controlling corporations” of the competitive utility, the utility must only report under the requirements of item 1 and item 2 above any affiliated entity that either (a) is a public utility or (b) transacts any business with the utility filing the annual report excluding the provision of tariff services.
4. Each annual report must be signed by a corporate officer of the utility stating under penalty of perjury under the laws of the State of California (CCP 2015.5) that the annual report is complete and accurate with no material omissions.
5. Any required information, documents, or other material that a utility is unable to provide must be reasonably described and the reasons they cannot be obtained, as well as the efforts expended to obtain them, must be set forth in the utility’s Annual Affiliate Transaction Report and verified in accordance with Section I-F of Decision 93-02-019.
6. Utilities that do not have affiliated entities must submit, in lieu of the annual transaction report, an annual statement to the Commission stating that the utility had no affiliated entities during the report period. This statement must be signed by a corporate officer of the utility, stating under penalty of perjury under the laws of the State of California (CCP 2015.5) that the annual report is complete and accurate with no material omissions.

Additional information about the reporting requirements is available at <https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/carrier-reporting-requirements/annual-report-forms>. For any questions concerning this report, please send an e-mail to cdcompliance@cpuca.ca.gov with a subject line that includes: “CD Annual Reports.”

(END OF ATTACHMENT D)

Item 1799 - Maintenance Program – edits in red

(Please also review the related edits for Item 1800 for Authorized Cost Review.)

Glossary

F. Approved Maintenance Program

An Approved Maintenance Program will be one that was presented to the Administrative Board, and approved through the normal voting process, as outlined in the current Agreement.

Membership “approval” is needed to bill shared costs through the Form 44 process.

Membership “approval” does not mean the Membership is “approving” a Utility’s actual Maintenance Programs specific details. The criteria used to define “mutual benefit, “to share costs in intrusive testing, is outlined in section 19.5. Before January 1 each year, the owner implementing the pole intrusive inspection and treatment program will identify the expected number of poles to be tested that year, with their approximate locations and submit the data to each pole owner, prior to starting the work.

Section 2.7 – Other Billing Directives

H. Approved Maintenance Program

Per Section 19.5, those utilities currently involved in an approved ~~intrusive inspection/inspection & treatment~~ maintenance program are shown below:

Member Date of Board Approval

SCE (Edison) October 1993

~~*steel stub/fiberglass April 2007~~
~~wrap added~~

M (DWP) July 2000

MP (Pasadena) July 2000

J (Riverside) June 2001

MA (Azusa) August 2001

D (City of Anaheim) January 2006

BVE (Bear Valley Electric) January 2006

LLW (City of Lompoc) March 2009

B (City of Burbank) April 2016

All intrusive inspection/inspection and treatment joint pole authorizations will be final billed within three years of inspection date. ~~May only be billed once every 5~~

Item 1799: Approved Maintenance Program Handbook Review

~~years.~~ Inspections completed prior to the members Board approval date, cannot be billed to other members. (Revised April 2016).

~~Billing Members shall send the list of poles from intrusive inspection (and item 15a re-tagging if any) to the other owners by the 5th of each month.~~

~~The receiving member should respond within 15 days to advise if there are any discrepancies. After 15 days, the list can be submitted to the SCJPC office to be added onto the F44.~~

Section 19

19.5 Intrusive Inspection, ~~or Inspection~~ and if needed Treatment of Poles

~~Inspection, or inspection and treatment of joint poles subject to GO 165 or GO 95 may be made by any joint owner without expense to the other owner(s).~~

~~When an approved maintenance program exists (see Glossary), the expense will be shared equally by each owner of the pole (See Item 12, may include item 6, and 15. See Section 2.7H for members with approved maintenance program). ~~May only be billed once every 5 years. (January 2012).~~~~

~~Criteria for pole intrusive test shared billing will be to adhere to requirements outlined in GO 165, Table 1, and to provide required test data at the time of invoicing.~~

~~The required data must include at a minimum, the Pole Tag, Year Set, Height, Class, Lat/Long, Address, Inspection Vendor Name, Current Inspection date, Past Inspection Date (if any), Pass/Fail Results, Original Circ, Effective Circ, Intrusive Inspection Type, Reject Status, Remaining Strength, Treatment Performed, Intrusive Test Recommended Corrective Action.~~

~~The required data shall be in excel format and shall have all fields answered.~~

~~Additional intrusive testing may be conducted at the discretion of the base owner or upon request from another member to ensure compliance with General Order 95 Rule 44.2; however, such additional testing shall be performed at the expense of the requesting party, with no cost-sharing among members.~~

Item 1800: Approved Maintenance Program Review

Item 1800 - Maintenance Authorized Cost Items

Edits are red –

12. Pole **Intrusive** Inspections and Treatment (Only one item number per test.)

(a) Reserved for future use	
(b) Partial Dig	261
(c) Sound and Bore	261
(d) Full Treatment	261
(e) Reject	261

Note: May only be billed once every 5 years (Effective May 2014).

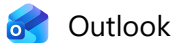
- a. Poles Excavated – Treated Reject, Full Excavation or Dug Reject – poles over 15 yrs
- b. Poles Not Excavated – Sound & Bore, Visual – poles over 15 yrs
- c. Poles Partially Excavated – Partial Excavate – poles over 15 yrs
- d. Poles Excavated – Treated Reject, Full Excavation or Dug Reject – poles w/pass 20 yrs ago
- e. Poles Not Excavated – Sound & Bore, Visual– poles w/pass 20 yrs ago
- f. Poles Partially Excavated – Partial Excavate– poles w/pass 20 yrs ago

(f,g) Re-inspection of reinforced poles (may only be billed once every 10 years, effective 06/01/2011)417

15. Pole Marking – Maintenance items only (Revised 11/17/2021)

(a) Re-Tagging....only once per pole per 12 mos, unless special agreement.....	161
(b) Replacing Visibility Strips only once per year, unless special agreement.....	163

Items 1799 & 1800 Edits from SCE 11/7/2025



Re: 2025 Oct 15 SCJPC Meeting: Administrative Board, Operating Additional Information

From Silvana Ray <Silvana.Ray@sce.com>

Date Fri 11/7/2025 5:47 PM

To April DeBarge <April.DeBarge@sce.com>; Angela Pranata <angela@scjpc.net>; aaska@anaheim.net <aaska@anaheim.net>; Alex Parra <AParra@riversideca.gov>; ATC.OutdoorDAS@americantower.com <ATC.OutdoorDAS@americantower.com>; Ben Coffey <bcoffey@banningca.gov>; DAILEY (AT&T CA), TODD M DAILEY <td3494@att.com>; Daniel Lippert <DLippert@burbankca.gov>; David Campo <D_Campo@ci.lompoc.ca.us>; Heidi Seropian <hseropian@extenetsystems.com>; Hien Vuong (Azusa) <hvuong@azusaca.gov>; John Vu <JVu@anaheim.net>; Bacon John R. <John.Bacon@ladwp.com>; Joint Pole BURBANK <JointPole@burbankca.gov>; BLACK, KAY R <kb6314@att.com>; Linda McLean <lmclean@extenetsystems.com>; Marco Murillo <marco.murillo@verizonwireless.com>; Megan Stewart <Megan.Stewart@ftr.com>; Nick Van Stryk (Vernon) <nick@petrellielectric.com>; pb4420@att.com <pb4420@att.com>

Good afternoon All,

Please see the attached redlines below for item 1799:

Item 1799 - Maintenance Program – edits in red

(Please also review the related edits for Item 1800 for Authorized Cost Review.)

Glossary

F. Approved Maintenance Program

An Approved Maintenance Program will be one that was presented to the Administrative Board, and approved through the normal voting process, as outlined in the current Agreement.

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criteria used to define “mutual benefit, “to share costs in intrusive testing, is outlined in section 19.5. ~~Before January 1 each year, the~~

~~owner implementing the pole intrusive inspection and treatment program will identify the expected number of poles to be tested that year, with their approximate locations and submit the data to each pole owner, prior to starting the work.~~

15. Pole Marking – Maintenance items only (Revised 11/17/2021)

- (a) Re-Tagging....~~only once per pole per 12 mos, unless special agreement~~..... 161
- (b) Replacing Visibility Strips ~~only once per year, unless special agreement~~.....163

Items 1799 & 1800 Edits from SCE 11/7/2025

Regards,

Silvana Ray

Sr. Supervisor

Joint Pole Operations | Regulatory, Ops. Mgmt. & Engagement

T. (909) 357-6130 | M. (714) 465-0038

PIV1 | 1 Innovation Way Pomona, CA 91768 | 3rd Floor



**VALUES BASED
INSPIRING EACH OTHER
CENTERED ON SAFETY
ONE TEAM**

Safety | Integrity | Excellence | Respect | Continuous Improvement | Teamwork

Questions? Click Here: [JOINT POLE OPERATIONS](#)

From: April DeBarge <April.DeBarge@sce.com>

Sent: Thursday, October 16, 2025 1:16 PM

To: Angela Pranata <angela@scjpc.net>; aaska@anaheim.net <aaska@anaheim.net>; Alex Parra <AParra@riversideca.gov>; ATC.OutdoorDAS@americantower.com <ATC.OutdoorDAS@americantower.com>; Ben Coffey <bcoffey@banningca.gov>; DAILEY (AT&T CA), TODD M DAILEY <td3494@att.com>; Daniel Lippert <DLippert@burbankca.gov>; David Campo <D_Campo@ci.lompoc.ca.us>; Heidi Seropian <hseropian@extenetsystems.com>; Hien Vuong (Azusa) <hvuong@azusaca.gov>; John Vu <JVu@anaheim.net>; Bacon John R. <John.Bacon@ladwp.com>; Joint Pole BURBANK <JointPole@burbankca.gov>; BLACK, KAY R <kb6314@att.com>; Linda McLean <lmclean@extenetsystems.com>; Marco Murillo <marco.murillo@verizonwireless.com>; Megan Stewart <Megan.Stewart@ftr.com>; Nick Van Stryk (Vernon) <nick@petrellelectric.com>; pb4420@att.com <pb4420@att.com>; Torbati, Iman <ITorbati@ci.vernon.ca.us>; 'Vinh Tran' <VTran@anaheim.net>; Lex Treepaisan <lex.treepaisan@ftr.com>; Baldwin, Kimberly [CTO] <Kimberly.2.Baldwin@t-mobile.com>; Lynne LaFrenais <lynne.lafrenais@bvesinc.com>; Alicia Smith <ASmith@motiveis.com>; Maria Ortiz <MOrtiz@motiveis.com>; Akerson, Victoria <VAkerson@burbankca.gov>; Isaiah.Zamorano@bvesinc.com <Isaiah.Zamorano@bvesinc.com>; Brian Botteri <brian.botteri@sonic.com>; Ken.haley@sonic.com <Ken.haley@sonic.com>; Arellano, Claudia <carellano@ci.vernon.ca.us>; Aarize Dizon <aarize.dizon@crowncastle.com>; maggie.howell@americantower.com <maggie.howell@americantower.com>; Kristen.Stathis@AmericanTower.com <Kristen.Stathis@AmericanTower.com>; Patricia.Ringo@sonic.com <Patricia.Ringo@sonic.com>; Gabriel.Tansey@sonic.com <Gabriel.Tansey@sonic.com>; Dianell Caamano <dcaamano@motiveis.com>; Ghilardi, Anthony <aghilardi@cityofpasadena.net>; Michael S Pearson <michael.pearson@sce.com>; Kristina.Nagy@CrownCastle.com <Kristina.Nagy@CrownCastle.com>; Marisol Bailey <Marisol.Bailey@sce.com>; Truong, Michael <MTruong@burbankca.gov>; Johnny Villalobos <jvillalobos@tpx.com>; Shawn Henderson <SHenderson@networkconnex.com>; Samuel Picazo <SAM.PICAZO@SCE.COM>; Jeffrey York <jyork@cocogentco.com>; Kevin Jimmy Flores <kevin.flores@sce.com>; Joseph.ledesma10@T-mobile.com <Joseph.ledesma10@T-mobile.com>; Silvana Ray <Silvana.Ray@sce.com>; Joe Armstrong <jarmstrong@cityofpasadena.net>; renzo.garzon@boldyn.com <renzo.garzon@boldyn.com>; Dawn Laffoon <dawn.laffoon@boldyn.com>; Asset Management - US NAT <am.us@boldyn.com>; CClark@burbankca.gov <CClark@burbankca.gov>; ba3817@att.com <ba3817@att.com>; Maribel Sanchez <MSanchez@motiveis.com>; SZambrano@burbankca.gov <SZambrano@burbankca.gov>; Steven Chagolla <schagolla@anaheim.net>; jgreaney@anaheim.net <jgreaney@anaheim.net>; Jeremy.Effinger.contractor@crowncastle.com <Jeremy.Effinger.contractor@crowncastle.com>; Costa, Jackie <jacqueline.costa@crowncastle.com>; howard.chadwick@verizon.com <howard.chadwick@verizon.com>; tamara.zaki@boldyn.com <tamara.zaki@boldyn.com>; Elias Avila <Eavila@coltonca.gov>; phinojos@coltonca.gov <phinojos@coltonca.gov>; rommel.balba@ladwp.com <rommel.balba@ladwp.com>; George Varghese <VGGeorge@Glendaleca.gov>; AVerma@Glendaleca.gov <AVerma@Glendaleca.gov>; Jason Smith <jsmith@banningca.gov>; Joseph DeLaTorre <Joseph.DeLaTorre@azusaca.gov>; iorzuna@glendaleca.gov <iorzuna@glendaleca.gov>; jatodaro@motiveis.com <jatodaro@motiveis.com>; April.Flores@crowncastle.com <April.Flores@crowncastle.com>; Yesenia Delgado <Yesenia.Delgado@charter.com>; Kathleen