

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

In the Matter of the Application of San Diego)
Gas & Electric Company (U-902-E) for)
Review of its Proactive De-Energization)
Measures and Approval of Proposed Tariff)
Revisions.)

A.08-12-021
(Filed December 22, 2008)

**JOINT MOTION TO DENY AND DISMISS
SAN DIEGO GAS & ELECTRIC'S APPLICATION A.08-12-021 BY**

**VALLEY CENTER MUNICIPAL WATER DISTRICT,
RAMONA MUNICIPAL WATER DISTRICT,
PADRE DAM MUNICIPAL WATER DISTRICT,
RAINBOW MUNICIPAL WATER DISTRICT,
FALLBROOK PUBLIC UTILITIES DISTRICT,
YUIMA MUNICIPAL WATER DISTRICT,
SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS,
CONSUMER PROTECTION AND SAFETY DIVISION,
DIVISION OF RATEPAYER ADVOCATES,
DISABILITY RIGHTS ADVOCATES,
CALIFORNIA CABLE & TELECOMMUNICATIONS ASSOCIATION
TIME WARNER CABLE,
COXCOM, INC, AND COX CALIFORNIA TELCOM, LLC,
AT&T,
MUSSEY GRADE ROAD ALLIANCE,
UTILITY CONSUMERS' ACTION NETWORK,
CTIA- THE WIRELESS ASSOCIATION AND
THE CALIFORNIA FARM BUREAU FEDERATION.**

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

In the Matter of the Application of San Diego Gas & Electric Company (U-902-E) for Review of its Proactive De-Energization Measures and Approval of Proposed Tariff Revisions.

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Pursuant to Rule 11.2 of the California Public Utilities Commission ("Commission") Rules of Practice and Procedure, the Valley Center Municipal Water District, Ramona Municipal Water District, Padre Dam Municipal Water District, Rainbow Municipal Water District, Fallbrook Public Utilities District, Yuima Municipal Water District (collectively, "Water Districts"), San Diego County Superintendent of Schools, Consumer Protection and Safety Division, Division of Ratepayer Advocates, Disability Rights Advocates, California Cable &

Telecommunications Association, Time Warner Cable, CoxCom, Inc and Cox California Telcom, LLC, AT&T¹, Mussey Grade Road Alliance, Utility Consumers' Action Network, CTIA-The Wireless Association and The California Farm Bureau Federation (collectively the "Joint Parties"), submit this Motion to Deny and Dismiss the application of San Diego Gas & Electric Company ("SDG&E") for approval of its de-energization plan. The Joint Parties represent all of the parties that protest or otherwise oppose Commission approval of SDG&E's application.

The Joint Parties believe that protecting the public from fire danger is an important issue and support appropriate efforts by SDG&E and others to address the threat of catastrophic fire in San Diego County. However, in light of the potential deleterious impact the currently proposed Shut-Off plan would have on essential services and the public, and the analytical and informational void remaining following all submissions by SDG&E, the Joint Parties respectfully request that the Commission dismiss SDG&E's application on the grounds that, based on the record developed, SDG&E has failed to meet its burden of proof and demonstrate that its de-energization proposal is reasonable, consistent with the law and in the public interest.

As the applicant, SDG&E generally bears the burden of proof. In turn, as most recently set forth in D.08-08-017, the Commission has found that the standards of the Evidence Code Section 500 apply such that "[e]xcept as otherwise provided by law, a party has the burden of proof as to each fact the existence or nonexistence of which is essential to the claim for relief or defense that he is asserting."² Notwithstanding requests for further information, SDG&E has not met its burden because it has failed to provide essential facts demonstrating: (1) why proactively de-energizing portions of its system will protect public health and safety in light of impacts on essential services; (2) why proactive de-energization should be employed relative to alternatives that do not require leaving SDG&E customers without power in potential emergency situations; (3) how de-energization will more effectively reduce wildfires in the area; (4) that de-energization will not exacerbate the risk of catastrophic fire from other sources; (5) how the plan

¹ Pacific Bell Telephone Company d/b/a AT&T California (U-1001-C); AT&T Communications of California, Inc. (U-5002-C); TCG San Francisco (U-5454-C); TCG Los Angeles, Inc. (U-5462-C); TCG San Diego (U-5389-C); and AT&T Mobility LLC (New Cingular Wireless PCS, LLC (U-3060-C); Cagal Cellular Communications Corporation (U-3021-C); Santa Barbara Cellular Systems, Ltd. (U-3015-C); and Visalia Cellular Telephone Company (U-3014-C) d/b/a AT&T Mobility LLC).

² Utility Consumers' Action Network v. SBC Communications, Inc. d/b/a SBC Pacific Bell Telephone Company and related entities (collectively SBC) D.08-08-017, Order Modifying Decision 08-08-017 and Denying Rehearing of Decision D.08-08-017 As Modified Herein, D. 09-04-036, Mimeo, p. 36, Rehearing denied, D.09-04-063.

will be implemented to avoid chaos and potential disaster; (6) how vulnerable individuals within the shutoff area, such as schoolchildren and people with disabilities, will be protected; (7) how SDG&E's plan will not endanger the availability of communications facilities essential in the prevention and mitigation of catastrophic fire and other disasters; and (8) why shifting the entire burden of shut-off onto SDG&E customers is warranted.

In contrast, the comments submitted by the individual parties which make-up the Joint Parties have identified significant health and safety concerns and deficiencies in SDG&E's proposal even though SDG&E has not provided essential facts underlying its application. Because evidentiary hearings have not been requested by any party in the proceeding, the Commission is now in a position to find, based on the pleadings and informational filings to date, that SDG&E has not provided adequate justification and support for its application and has failed to demonstrate that Tariff Rule 14 revisions are necessary to address any fire-related issues.

The Joint Parties are aware of ALJ Kenney's April 28, 2009 Ruling Inviting Comments on Backup Generators for Fire Fighting Purposes. The Joint Parties do not believe that ALJ Kenney's ruling, nor any comments or reply comments, submitted in response thereto will impact this Motion except as may be related to the Water Districts' request for permanent generators at critical pump stations. ALJ Kenney's ruling and the requests for further information contained therein further indicate that SDG&E has not met its burden of adequately addressing the substantial health and safety concerns raised by its shut-off plan. SDG&E's application and subsequent filings throughout this proceeding have demonstrated SDG&E's deficient planning, which is particularly alarming considering that the proposed implementation date of SDG&E's plan is merely four months away. As such, notwithstanding ALJ Kenney's recent ruling, the Joint Parties contend that this motion for denial and dismissal of SDG&E's application is ripe for Commission consideration.³

Below, each of the Joint Parties set forth the specific deficiencies of SDG&E's application based on the pleadings and informational filings to date.⁴

³ Notwithstanding the instant motion, the Joint Parties reserve the right to respond to ALJ Kenney's Ruling Inviting Comments on Backup Generators for Fire Fighting Purposes and any subsequent rulings that might be issued.

⁴ While the Joint Parties mutually acknowledge SDG&E's failure to meet its burden by inadequately responding to the issues raised in this application proceeding, the individual comment sections reflect the views of only the party or parties specified.

I. COMMENTS OF WATER DISTRICTS

SDG&E has been aware of the health and safety risks created by SDG&E's shut-off plan since the Water Districts were required to seek a temporary restraining order against SDG&E in October 2008.⁵ However, since October 2008, SDG&E has not provided a single solution to the Water Districts in order to help ensure water service to over 200,000 people and the firefighters who protect them. State law requires SDG&E to provide safe and reliable power.⁶ State law does not require the Water Districts to have permanent generators at their pump facilities. As it stands, it is impossible for the Water Districts to have permanent generators in place for the 2009-2010 fire season.⁷ As such, there is a significant likelihood that in the event of shut-off under SDG&E's plan, the Water Districts will lose water. SDG&E's application has failed to provide evidence that its shut-off plan is necessary, that its plan will reduce fire risk and, most importantly, that the benefits of the shut-off plan outweigh the numerous health and safety risks identified by the Water Districts and all the parties to the proceeding. On the face of its pleadings and informational filings, SDG&E has failed to meet its burden in this proceeding and, as such, the Water Districts respectfully request that SDG&E's application be denied and dismissed.

Water Districts have repeatedly noted that SDG&E has not demonstrated that its shut-off plan will actually prevent any fires. SDG&E itself has acknowledged that only 3% of fires are caused by power lines.⁸ However, SDG&E has not analyzed whether the risk of fire from the 97% of other ignition sources will be exacerbated by SDG&E's shut-off plan. Most distressingly, SDG&E has not fully identified or addressed whether shut-off creates other health and safety risks, such as those issues identified by the County Sheriff in the April 8, 2009, Workshop, such as non-functioning traffic signals, communication systems, fuel pumps and intrusion alarms.⁹

⁵ Water Districts Opening Comments, p. 19.

⁶ Testimony of David Geier, SDG&E Vice-President of Electric Transmission and Distribution, Public Participation Hearing, April 8, 2009, p. 141.

⁷ Testimony of Ralph McIntosh, General Manager of the Ramona Municipal Water District, Public Participation Hearing, April 8, 2009, pp. 144-45.

⁸ In its responses to DisabRA's Informal Data Requests, SDG&E openly admits that only 3% of all fires in the area are actually caused by power lines. (SDG&E Response to Informal Data Request, p. 2. [citing Percent of Fires by Cause, Statewide 5-Year Average (2000-2005) CDF Jurisdiction].)

⁹ Testimony of Jim Cooke, Assistant Sheriff for the San Diego County Sheriff, Public Agency Workshop, April 8, 2009, p. 22-25.

In order to prepare for the shut-off plan, if approved, the Water Districts must assume a worst-case scenario: all designated shut-off areas have no electricity for 72 hours or more. Under the worst case scenario, the Water Districts will not have generators for all of their critical pump stations. First, the Water Districts will be competing with each other, other public agencies, communication companies, schools, businesses and the public to procure generators. Second, even if Water Districts are able to procure the necessary generators, Water Districts may have difficulty getting large generators to their facilities, potentially through fire lines and closed roads. Most diesel generator tanks store only enough fuel for limited hours of operation (8 to 24 hours). If a fire erupts on the second or third day of a 72 hour power outage, the Water Districts may not be able to access their facilities to refuel and power may be lost to a critical pump station.¹⁰ SDG&E has not addressed these issues.

Second, the generators proposed to be utilized by the Water Districts are also subject to regulation, fines and penalties by the San Diego Air Pollution Control District (“SDAPCD”).¹¹ The SDAPCD rules and regulations do not exempt the use of generators during shut-off from fines and penalties.¹² The SDAPCD acknowledges that this is a “grey zone.”¹³

Finally, SDG&E has not established a special notification procedure to guarantee actual notice to the Water Districts prior to de-energizing. Without adequate notice, Water Districts will be unable to procure generators or tie in generators to their systems prior to shut-off.¹⁴ While acknowledging the need for “push communication,” SDG&E evades the issue:

At technical workshops customers with multiple accounts requested that SDG&E work to develop “push” communications; SDG&E is examining methods to do so. This would include communication, in advance, providing specific accounts that could be subject to a possible Emergency Power Shut-Off event. The notification of an imminent event could be via various optional formats such as email, text

¹⁰ Testimony of Sophie Akins, Public Agency Workshop, April 8, 2009, p. 32.

¹¹ 13 Cal. Code of Regs., § 2459.

¹² See opinions by SDAPCD staff cited to in SDG&E Opening Comments, at p. 23 and SDG&E Reply to Opening Comments, at p. 15. Opinions of SDAPCD staff, however, are insufficient as it is well settled law in California that persons dealing with a public agency bear the responsibility of determining the limits on a public employee’s authority and ability to bind the public agency. (*El Camino Community College Dist. v. Superior Court* (1985) 173 Cal. App. 3d 606; *Seymour v. State of California* (1984) 156 Cal.App.3d 200; *Miller v. McKinnon* (1942) 20 Cal.2d 83.) Accordingly, either the SDAPCD rules must be modified to contemplate SDG&E’s shut-off plan or a member of the SDAPCD staff *who has been expressly authorized by the SDAPCD* must opine that the Water Districts’ use of generators during SDG&E’s shut-off durations are exempt from the SDAPCD’s rules or that such shut-off constitutes an “emergency” pursuant to the SDAPCD rules.

¹³ Testimony of Robert Card, San Diego Air Pollution Control District, Public Agency Workshop, April 8, 2009, at pp. 95-96.

¹⁴ Testimony of Sophie Akins, Public Agency Workshop, April 8, 2009, p. 31; Water Districts’ Opening Comments, p. 2.

message, or phone. SDG&E is working with customers to develop processes for such notifications.¹⁵

SDG&E goes one step further in its Reply Comment to make the absurd suggestion that requiring actual notice to essential customers like Water Districts “would illogically allow any customer to avoid shut-off simply by not answering the phone.”¹⁶ SDG&E’s only suggestion is for Water Districts to designate staff to monitor SDG&E’s website to determine whether a shut-off event may occur. In the event that SDG&E’s website does not function, District staff will be left scrambling with the time-intensive task of attempting to determine, based on SDG&E’s five factors, whether a sufficient number of factors have been triggered to warrant the Water Districts’ rental of portable generators and/or activation of the permanent generators.¹⁷

However, SDG&E’s failure to address the Water Districts’, and other Parties’, public health and safety concerns regarding the serious implications of SDG&E’s plan combined with SDG&E’s failure to demonstrate that its shut-off plan even prevents fires clearly demonstrates that SDG&E has not met its burden of showing that its Application is reasonable, therefore, SDG&E’s application should be dismissed.

II. COMMENTS OF SAN DIEGO SUPERINTENDENT OF SCHOOLS (“SCHOOL DISTRICTS”)

The significant health and safety risk SDG&E’s shut-off plan poses to nearly 20,000 schoolchildren and SDG&E’s failure to mitigate that risk, alone, requires the dismissal of SDG&E’s application.¹⁸ SDG&E’s additional failure to demonstrate any tangible benefit from its shut-off plan or address the plethora of public health and safety risks generally caused by shut-off, with less than 4 months before potential shut-off, evidences the prematurity and inadequacy of SDG&E’s shut-off plan. As such, the San Diego County Superintendent of Schools (“School Districts”) respectfully request that SDG&E’s application be denied and dismissed.

Throughout this proceeding the School Districts have demonstrated the serious risks that SDG&E’s proactive shut-off plan imposes on schoolchildren and school facilities: the lack of emergency power at the affected facilities;¹⁹ lack of a lead body to coordinate the mitigation

¹⁵ SDG&E Opening Comments, p. 4.

¹⁶ SDG&E Reply Comments, pp. 15-16.

¹⁷ Water Districts’ Opening Comments, p. 4.

¹⁸ School Districts Opening Comments, pp. 2-6.

¹⁹ *Id.*, p. 6.

efforts of affected SDG&E customers, which leaves School Districts and other major customers directly competing for scarce resources, such as emergency power (i.e. generators), water, and transportation;²⁰ the lack of guaranteed notice of a shut-off, which hampers School Districts' ability to secure schoolchildren's safety;²¹ School Districts' inability to communicate without power;²² and the inability to utilize School facilities as sanctuaries during emergencies, such as a fire, during a shut-off without emergency back-up power.²³

In particular, the School Districts' inability to communicate during an SDG&E proactive shut-off presents serious health and safety concerns for schoolchildren:

First, in the event of an emergency at a school facility during an outage, for example an injured student, the School District may be unable to contact the necessary emergency services in a timely manner or at all. Second, in the event of an emergency outside of the School District during an outage, for example, a fire, a likely scenario given that these planned outages are for high fire risk circumstances, the School District will be unable to receive communications from emergency personal warning of the emergency hindering its ability to protect its schoolchildren and staff. The inability to communicate stemming from SDG&E's proactive de-energization puts the lives of all affected schoolchildren and staff at risk.²⁴

In this proceeding, SDG&E has failed to substantively address any of the School Districts' articulated issues or suggest any concrete solutions to secure the safety of the schoolchildren.

SDG&E's shut-off plan threatens School Districts' average daily attendance funding ("ADA"), which is awarded on a per child attendance basis and provides the bulk of School Districts' funding, a total of approximately \$8,490 per child per school year.²⁵ Regardless of whether or not SDG&E's shut-off plan actually prevents an emergency, the hot weather and dry conditions which trigger SDG&E to shut off power clearly is not an "emergency" under the Education Code which would qualify for a waiver of ADA requirements.²⁶ SDG&E, again, has

²⁰ *Id.*, p. 7.

²¹ *Id.*, p. 8; In SDG&E's Opening Comments, while acknowledging the Parties' need for guaranteed advance "push" communication from SDG&E prior to a shut-off, merely state that "SDG&E is examining methods to do so." SDG&E Opening Comments, at p. 16.

²² School Districts Opening Comments, p. 9.

²³ School Districts Opening Comments, at p. 10.

²⁴ *Id.*, p. 9.

²⁵ *Id.*, p. 11.

²⁶ Testimony of Jennifer Haley, Public Agency Workshop, April 8, 2009. The Superintendent of Public Instruction is the ultimate decision maker regarding this issue and given that his office refused the Commission's invitation to speak to the issue, we have no real guidance as to a whether an SDG&E shut-off would be considered an average daily attendance reimbursable event. *See also* School Districts Opening Comments, p. 11.

not established any solution to address School Districts' ADA funding concerns. Given the State budget crisis, School Districts are ill-equipped to afford mitigating measures in response to SDG&E's shut-off plan.²⁷ A loss of ADA funding makes mitigation nearly impossible, especially given School Districts' inability to pass on costs to "ratepayers."²⁸

In addition to the health and safety risks posed to the schoolchildren, SDG&E has not demonstrated that its shut-off plan will prevent any fires.²⁹ Given that power lines are the ignition source for only 3% of all fires,³⁰ and SDG&E's plan would have resulted in a shut-off for only about a quarter of that 3%, **SDG&E's plan has the potential of preventing only 0.7% of all fires**. Indeed, SDG&E has not shown that its plan would have prevented a single fire or conferred any benefit on the community which outweighs the health and safety risk imposed by the plan.³¹

SDG&E's shut-off plan also imposes a heightened risk of fire ignition from other sources during "the most extreme fire weather conditions."³² Customer reaction to an SDG&E power outage is fairly easy to predict – if possible, customers will take steps to supply their own power, for example by utilizing generators, candles and barbeques. Accordingly, by shutting off the power, SDG&E is increasing the risk of fire from other sources. SDG&E admits it "has not completed any evaluation of other sources of fire."³³ SDG&E's lack of due diligence in researching the potential effects of its own plan on other ignition sources is inexcusable, especially considering the fact, as expressly acknowledged by SDG&E, that power line fires account for the ignition source of only 3% of all fires.

Throughout this proceeding, SDG&E has continually demonstrated a lack of understanding regarding the general public safety risk implications of its shut-off plan. For example, SDG&E admits it has not completed any evaluation of the risks of other sources of fire, the risk of looting or crime during well-publicized power outages, or any "formal study" of the

²⁷ See School Districts Opening Comments, pp. 1.

²⁸ See School Districts Opening Comments, pp. 14-15.

²⁹ See School Districts and Water Districts Joint Reply to SDG&E Update Informational Filing, at p. 3 ["Had SDG&E's shut-off plan been in effect, SDG&E would have only de-energized during or before 3 of the 13 power line fires One of the fires, the Descanso fire, only burned one acre with no injuries or damages noted, therefore, even if de-energization would have prevented the fire it certainly would not be worth the public safety risks and heavy costs de-energization imposes on the community. As to the remaining two "power line" fires, the 2007 Guejito and Rice fires ..., the 'role power lines played in these fires has not been determined with certainty.'].]

³⁰ SDG&E Response to Informal Data Request, p. 2. [citing Percent of Fires by Cause, Statewide 5-Year Average (2000-2005) CDF Jurisdiction].

³¹ See, School Districts and Water Districts Joint Reply to SDG&E Update Informational Filing, p. 3.

³² SDG&E Opening Comments, p. 3.

³³ SDG&E Response to Informal Data Requests of DisabRA, p. 4.

impact of its plan on telecommunications.³⁴ The callous attitude of SDG&E toward the difficulties its plan imposes on its customers is also exemplified by its offered “solution” as to how during a proactive shut-off its customers can determine when power will be restored. After first ironically directing its customers to SDG&E’s website, which presumably would be inaccessible in the event of an outage, SDG&E comments: “It is important to note that Utility Industry Studies have shown that, despite a lack of power at their own homes, utility customers affected by outages are very resourceful in terms of accessing and leveraging their utilities website for outage related information.”³⁵ This is a classic example of SDG&E’s “yo-yo” or “on your own” philosophy toward its customers. SDG&E expects SDG&E’s customers to bear the heavy burdens imposed by its plan without any assistance from SDG&E.³⁶

The School Districts submit that SDG&E has not and cannot meet its “burden of demonstrating that its application is reasonable” and therefore its application should be denied and dismissed.

III. JOINT COMMENTS OF CONSUMER PROTECTION AND SAFETY DIVISION (“CPSD”), DIVISION OF RATEPAYER ADVOCATES (“DRA”) AND DISABILITY RIGHTS ADVOCATES (“DISABRA”)

In its reply comments, SDG&E conveniently ignores the fundamental point of CPSD/DRA’s Opening Comments and DisabRA’s Opening Comments, that by shutting off its customers’ electrical service when there is no fire, SDG&E’s de-energization plan would violate its statutory duty to provide reliable service, and that by doing so, it would imperil its customers’ public health, safety, and welfare.³⁷ In trying to distinguish the cases or statements by the California Independent System Operator (CAISO) cited by CPSD/DRA, SDG&E misses the point.³⁸ CPSD/DRA did not cite to those cases for their legal outcome, but for statements made within each as to the importance of reliable electric service to the safety of California citizens (e.g., CAISO’s statement that “loss of traffic control can easily cause deaths and serious injuries”).

SDG&E also mischaracterizes CPSD/DRA’s statements as demonstrating that SDG&E has carte blanche authority to de-energize its system whenever it so chooses. This is simply not

³⁴ *Id.*, pp. 4, 5, 6

³⁵ SDG&E Response to Informal Data Requests, p. 8.

³⁶ Testimony of Randolph E. Ward, Ed. D., San Diego County Superintendent of Schools, Public Participation Hearing, April 7, 2009.

³⁷ CPSD/DRA’s Opening Comments, pp.2-4; DisabRA’s Opening Comments, p. 2; *see also* Calif. Pub. Util. Code §§ 311(g) and 451.

the case.³⁹ CPSD/DRA's comments were made with the strictures of General Order (GO) 95 in mind. SDG&E's reply comments do not dispute that its system, per GO 95, must be able to, at a *minimum*, withstand wind speeds of 54 mph, and depending on local wind speeds and safety factors, SDG&E's system must be able to withstand wind speeds up to 108 mph.⁴⁰ Moreover, SDG&E's reply comments do not dispute the claims in the CPSD/DRA Opening Comments, p. 4 and n.6, that SDG&E has already been in the process of replacing poles to strengthen them (and can use spacer bars to maintain clearances) when local conditions warrant it. Clearly, SDG&E's de-energization plan, which contemplates de-energization when wind speeds reach as low as 35 mph (along with certain other factors) fails to comply with the requirements of GO 95. In effect, SDG&E's filing asks this Commission to allow SDG&E to violate both the safety requirements of GO 95 and its public service obligation to provide reliable service.

Moreover, as currently constituted, Rule 14 acts as a bulwark against the unreasonable de-energization of segments of SDG&E's system. Contrary to SDG&E's statement that its "tariff rule changes ... bring more clarity and detail,"⁴¹ what SDG&E is really seeking is an absolution of liability when SDG&E unjustifiably violates its statutory duty to provide reliable service. In this regard, SDG&E's Reply Comments are conspicuously silent as to whether its tariff change would immunize SDG&E from liability for any of the following examples explicitly raised in DisabRA's Opening Comments:

- Medical complication, injury or death brought about by transporting a medically sensitive individual to a care facility;
- Medical complication, injury or death suffered by a person with a disability who is unable to moderate his/her body temperature during a de-energization event; or

³⁸ SDG&E Reply Comments, p. 3.

³⁹ In its reply comments, SDG&E refers to CPSD/DRA Comments, p. 3 that in "truly extreme circumstances," SDG&E has authority to and may have to de-energize a part of its system to prevent fires from occurring or spreading, but SDG&E conveniently omits mentioning that CPSD/DRA also stated that this should be used "as the measure of last resort" (*id.*, p. 2) and should be "a rare circumstance." *Id.* at p. 3.

⁴⁰ See CPSD/DRA Joint Opening Comments, p. 9. It should be noted that excluding SDG&E's claims about the October, 2007 fires (which CPSD is litigating in enforcement proceedings), in 8 of the remaining 12 events listed by SDG&E, which would have met its de-energize criteria, the winds never reached the 54 mph minimum requirement under GO 95. See SDG&E's March 13, 2009 informational filing, pp. 24-25.

⁴¹ See SDG&E Reply Comments, p. 3.

- Property damage and/or injury caused by a fire started when someone subject to de-energization improperly uses a generator or cooks on an outdoor barbecue.⁴²

CPSD/DRA’s Opening Comments and DisabRA’s Opening Comments addressed particular concerns about the effects of SDG&E’s de-energization plan on customers with disabilities who live in the affected areas, such as the following:

- SDG&E has failed to properly explain how it plans to ensure the transport and subsequent care for SDG&E’s estimated 590 customers, who require life support equipment, particularly in light of their insurance restrictions;
- SDG&E is unable to identify many of its customers with special needs, and has merely estimated that about 10% of its customers have disabilities;
- SDG&E lacks any plan for meeting the unique needs of its disabled customers who do not participate in the Medical Baseline program, such as those who rely on electrically powered mobility devices, electrically powered communications equipment (e.g., TTYs or Captioned telephones), or medications which must be refrigerated; and
- Many of SDG&E’s disabled customers will be unable to utilize their “lifeline” emergency button or summon help through other means they normally use for communication (such as a TTY or a video relay service over the Internet) if the power has been disconnected.⁴³

Yet, in its reply comments, SDG&E only offers a vague plan to address these problems, such as its intent to work with community-based organizations and local agencies.⁴⁴ Further, SDG&E concedes that “[d]etails for the plan have not been fully developed” despite the fact that the de-energization program is set to go into effect just over four months from now.⁴⁵ SDG&E states that mailings to “identified” customers with disabilities designed to assess what assistance they may need will be sent out in late April,⁴⁶ but SDG&E acknowledges elsewhere in its reply comments that it has identified just a fraction of its disabled customers and is only in the early

⁴² DisabRA’s Opening Comments, pp. 34-35.

⁴³ CPSD/DRA’s Opening Comments, pp. 5-7; DisabRA’s Opening Comments, pp. 11-34.

⁴⁴ SDG&E Reply Comments, pp. 8-12.

⁴⁵ See SDG&E Reply Comments, p. 12.

⁴⁶ *Id.*, p. 12.

stages of working with community-based organizations to develop a plan for identifying others who might need help.⁴⁷ SDG&E's only response to DisabRA's concerns about the accessibility of outbound dialer systems to TTYs and other communications devices used by people with disabilities⁴⁸ is that it is "investigating completing upgrades to outbound dialer systems earlier than were otherwise scheduled and will work with these systems to address any potential issues."⁴⁹ SDG&E provides no timeline for making these upgrades, nor does it propose any plan for testing the system to ensure that it actually works with adaptive telecommunications equipment. Finally, some of the major issues raised in CPSD/DRA's opening comments and DisabRA's opening comments, such as concerns about the accessibility of customer care centers,⁵⁰ were not addressed at all in SDG&E's reply comments. In short, SDG&E's reply comments do not alleviate the concerns of CPSD/DRA and DisabRA or of SDG&E's disabled customers.

In response to the claims in DisabRA's Opening Comments that many customers will stay home after SDG&E de-energizes its system, and this could increase the risks of fires due to the customers' increased use of back-up generators, candles, lanterns or barbecues, SDG&E merely states that it has "agreed to look into this issue."⁵¹ This response, like SDG&E's other responses in its reply comments, hardly provides a basis for SDG&E meeting its burden of proof.⁵² SDG&E has not shown that any specific safety benefits will result from its de-energization proposal that would outweigh the costs, risks, and burdens of the proposal imposed on its customers.

IV. JOINT COMMENTS OF CALIFORNIA CABLE & TELECOMMUNICATIONS ASSOCIATION, TIME WARNER CABLE, COXCOM, INC, AND COX CALIFORNIA TELCOM, LLC

The Assigned Commissioner's Ruling directed SDG&E and other parties to address certain matters within the scope of this proceeding. ACR Issue #1 concerned the impact of de-energization on essential services, including cable TV services, and the resultant impact on public health, safety, and welfare.⁵³ As discussed below, SDG&E's proposal must be dismissed

⁴⁷ *Id.*, pp. 8-9.

⁴⁸ DisabRA Opening Comments, pp. 33-34.

⁴⁹ SDG&E Reply Comments, p. 11.

⁵⁰ CPSD/DRA's Opening Comments, p. 6; DisabRA Opening Comments, pp. 18-22.

⁵¹ DisabRA's Opening Comments, p.10; SDG&E Reply Comments, p. 10.

⁵² *See San Diego Gas & Electric Company* (1982), D. 82-04-069, 8 CPUC 2d 627, 650-651.

⁵³ ACR, Issue #1, p. 13.

because SDG&E has failed to adequately address the significant impact of its proposal on critical communications services in emergencies.

The California Cable & Telecommunications Association (“CCTA”) and Time Warner Cable (“TWC”) provided unrebutted evidence that SDG&E’s de-energization plan would undermine the public’s ability to receive Emergency Alert Warnings (EAS) pursuant to federal law⁵⁴ and timely news coverage⁵⁵ through television and Internet since, as SDG&E acknowledges,⁵⁶ those subject to the de-energization event would be left without television and Internet capabilities. Cox,⁵⁷ CCTA and TWC explained that this would be a critical loss for San Diego County and Orange County area residents, schools, libraries, and other institutions who depend upon cable services for access to emergency information as well as announcements regarding timely evacuation and other critical information in times of crisis.⁵⁸

CCTA and TWC also provided evidence concerning how SDG&E’s plan would undermine legislative efforts codified in Assembly Bill 2231 (Pavley, Government Code Section 8593.6) to enhance public access to emergency alerts and warnings. SDG&E’s proposal would move San Diego County and Californians backwards with regards to use of broadband at the very time our national and state governments have determined that local communities must develop and deploy broadband technology applications in areas such as telemedicine, emergency services, and security issues.⁵⁹

SDG&E failed to respond directly to ACR Issue #1 regarding the impact of de-energization on cable TV services, and the resultant impact on public health, safety, and welfare,⁶⁰ but instead, dismissed CCTA’s concerns by appearing to suggest that CCTA should either replicate SDG&E’s electric supply system or supply batteries for all televisions and computers to assure customers can continue to receive services:

If CCTA’s service is as critical as it claims, then certainly CCTA should have an emergency plan in place which may include back-up generation for any type outage. Neither customers nor cable companies are in substantially different

⁵⁴ 47 U.S.C. Section 544 (g) Also See Protest of CCTA, p. 4.

⁵⁵ Protest of CCTA dated January 29, 2009, at 2-3; Opening Comments of CCTA and Time Warner Cable, pp. 1-8; Reply Comments of CCTA and Time Warner Cable, pp. 1-4.

⁵⁶ SDG&E Application, Prepared Testimony of Mr. Velasquez.

⁵⁷ Cox Reply Comments, p. 7.

⁵⁸ Protest of CCTA dated January 29, 2009, pp. 2-3; Opening Comments of CCTA and Time Warner Cable, pp. 1-8; Reply Comments of CCTA and Time Warner Cable, pp. 1-4.

⁵⁹ *Id.*

⁶⁰ ACR, Issue #1, p. 13.

positions due to the additional possibility of an occasional outage due to proactive de-energization.⁶¹

The dismissive remark by SDG&E regarding the impact of its use of proactive de-energization upon essential communications fails to provide the Commission with a basis to conclude that SDG&E has met its burden to demonstrate how its proactive de-energization plan will protect public health and safety in light of impacts on essential services. SDG&E has also failed to show why shifting the entire burden of shut-off onto communications companies and customers that rely on their services is in the public interest. SDG&E admits that it cannot make such a showing by acknowledging that it “really doesn’t have all the information to determine comprehensively what impacts are on its major customers,” which includes essential service providers⁶² such as Time Warner and Cox.

Similarly, SDG&E’s strategy for addressing essential voice services is to assume that providers have “robust emergency plans in place.”⁶³ As Cox, CCTA, and TWC have previously described, the cable industry does have policies and procedures in place that provide power to network and operations during power outages.⁶⁴ But SDG&E’s unilateral de-energization event would impose significant technological and costly additional measures upon essential service providers in order to address the resulting extraordinarily prolonged outages.⁶⁵ Moreover, SDG&E’s “strategy” ignores the fact that even where cable network power is maintained, many customer-owned communication devices, such as cordless phones, televisions, modems and computers, require commercial power and despite communications providers’ efforts, customers will not be able to receive the services being provided. SDG&E’s evidence offers inadequate consideration of the consequences of its planned de-energization.

The ACR also directed SDG&E to provide information as to how SDG&E would coordinate with communications providers to enable them to identify which of their facilities will be subject to an imminent de-energization event.⁶⁶ Here again, SDG&E failed to provide any information regarding coordination regarding communications providers of Internet and

⁶¹ SDG&E Reply, February 9, 2009, p. 14

⁶² See SDG&E Opening Comments at 10. Also See Reply Comments of COXCOM, Inc., and Cox California Telcom LLC, p. 6.

⁶³ SDG&E Comments, p. 10

⁶⁴ Cox Reply Comments at 6; Cox Opening Brief at 4; Protest of CCTA at 4; Opening Comments of CCTA and Time Warner Cable, pp. 5-8.

⁶⁵ Cox Reply Comments, p. 6; Cox Opening Brief, pp. 7-9; Opening Comments of CCTA and Time Warner Cable, pp. 5-8.

⁶⁶ ACR, p. 12.

video services. Instead, SDG&E's Comments, as with previous SDG&E submissions, make only vague, unsupported representations that they have "reached out" to key stakeholders, including telecommunication companies.⁶⁷ Despite CCTA's Protest and CCTA and Time Warner Cable's Prehearing Conference Statement, workshop participation, and Opening Comments, SDG&E declined to describe how it would coordinate with communications providers other than telephone service providers. SDG&E has failed to meet its burden of proof demonstrating how it would attempt to mitigate the impact of its proactive de-energization on essential communications services, and its application must be dismissed.

V. COMMENTS OF AT&T

Based on AT&T's preliminary review of the impact of SDG&E's Shut-Off plan on AT&T's network and customers, it is clear that if executed under SDG&E's current proposal, SDG&E's Shut-Off plan will disrupt AT&T's network and degrade or eliminate the ability of tens of thousands of AT&T's customers to communicate at a time when telephonic communication is of utmost importance to the safety of the public.

AT&T has provided the Commission proprietary data in its opening and reply comments showing the impact SDG&E's Shut-Off plan would have on its network and customers, and the number of customers affected. AT&T specified the effects of SDG&E's Shut-Off plan on (1) telecommunications equipment at the customer's premises, (2) AT&T's remote terminals, (3) AT&T's wireless cell sites, and (4) AT&T's central offices. These data demonstrate that the service disruption caused by power losses could impact tens of thousands of people.

As AT&T explained in its comments, customer premise equipment such as cordless phones, as well as remote terminals and wireless cell sites, rely on commercial power to operate. In the "worst-case scenario," when the entire potential shut-off area is left without power, AT&T estimates that tens of thousands of customers could lose service. Although AT&T may be able to deploy additional portable generators to maintain service, it is not certain that generators would be available, or that AT&T would have sufficient time to deploy to all of these locations at a time when travel may be difficult and others would also be seeking to secure portable generators.

SDG&E did not directly address any of the issues AT&T raised in its opening comments. Most importantly, SDG&E did not explain how AT&T's customers will be able to communicate

⁶⁷ SDG&E Comments, pp. 2, 9.

in the likely event that their services are disrupted during one of SDG&E's extended shut-offs. SDG&E did not guarantee that it would provide AT&T with adequate, or any, notice of a shut-off. Nor did SDG&E address how AT&T would recover the costs of preparing for, and responding to, an SDG&E extended shut-off. Finally, SDG&E did not address the shifting of liability to AT&T and others that would be caused by its proposed changes to Rule 14.

VI. COMMENTS OF MUSSEY GRADE ROAD ALLIANCE

A number of key issues raised by the Mussey Grade Road Alliance in its filings in this proceeding were unacknowledged and unaddressed by SDG&E in any of its own filings, including Informational Filings, Opening Comments, and Reply Comments. For example, SDG&E ignored and left unaddressed the issues of: (1) a cost/benefit analysis outline on which to base the shut-off plan; (2) ignition risks in high winds other than power lines; and (3) the 75 years the Alliance has estimated it will take to complete network "hardening" under current plans.

The consistent non-responsiveness of SDG&E to Alliance comments clearly demonstrates a lack of interest in addressing issues at hand in this application. The lack of response is also important to the Alliance because the Alliance is composed of SDG&E ratepayers whose geographic area would be severely impacted by both a future wildland fire and the proposed SDG&E shut-off plan.⁶⁸ As this is true, the Alliance has repeatedly expressed a grave concern in this proceeding that under extreme wind and humidity conditions, multiple near-simultaneous ignitions from power lines such as observed in Southern California in October 2007 (or potentially even more numerous and severe) would be expected to recur.⁶⁹ This is based upon research performed by the Alliance expert Joseph W. Mitchell, Ph. D., a physicist and wildland fire scientist⁷⁰, who recently researched and presented a paper on the topic of catastrophic wildland fires from power lines.⁷¹

The Alliance has therefore consistently asserted in its filings that while shutting off the power *might be* appropriate under certain extreme conditions, other risks and costs *might easily*

⁶⁸ A.08-12-021; Mussey Grade Road Alliance Pre-Hearing Conference Statement; February 23, 2009; p. 1. ("MGRA PHC Statement").

⁶⁹ A.08-12-021; Mussey Grade Road Alliance Comments On SDG&E's Shutoff Plan And Proposed Rule 14 Change; March 27, 2009; pp. 3-4 ("MGRA Comments").

⁷⁰ A.08-12-021; Mussey Grade Road Alliance Reply Comments On Party Responses To The SDG&E Shut-Off Plan And Rule 14 Change; April 10, 2009; ("MGRA Reply Comments"); Appendix A; Joseph W. Mitchell Vitae.

⁷¹ MGRA PHC Statement; Appendix A; Mitchell, Joseph W; Power Lines and Catastrophic Wildland Fires in Southern California; Fire & Materials 2009; San Francisco, CA; January 26-28, 2009 (Mitchell, 2009).

outweigh the benefits of shut-off, particularly if the shut-off is executed at lower wind speeds as suggested by SDG&E. To aid in conceptualizing and analyzing the various risks involved, the Alliance provided an outline that describes how a cost/benefit approach to the problem should be used to minimize risks and costs to the public and ratepayers.⁷² Nevertheless, SDG&E did not address the outline in its reply comments.⁷³

SDG&E's sole response to all of the Alliance comments was to discard the idea of a cost/benefit analysis, asserting that it "does not appear to be viable for any practical purpose, as it would be time-consuming and difficult if not impossible to utilize in a reasonable manner".⁷⁴ While the company mentions a few technical issues included in the Alliance's cost/benefit outline, it responds to none of the tangible issues raised in the outline. Furthermore, by its response SDG&E indicates that it has no intention of ever addressing the issues raised in the outline – following a pattern about which the Alliance has stated: "When the Alliance argues for quantification, it argues for the bringing together all of these benefits in addition to various costs and probabilities in order for SDG&E to formulate the best strategy possible for it and its customers. The lack of such a quantitative approach, the single-focus, has led SDG&E down a path that would endanger its own ratepayers, putting them at greater risk – of wildland fire and other consequences of turning off the power."⁷⁵

The Alliance noted in its opening comments that SDG&E's trigger criteria for executing shut-off were more suited to minimizing utility liability than to actually minimizing the overall risk faced by ratepayers since SDG&E relies on criteria based on the effectiveness of fire suppression, rather than estimations of the risk of ignitions from power lines.⁷⁶ This is a key flaw in SDG&E's proposal. Nevertheless, SDG&E ignored or did not address at least seven different ways in which the loss of electrical power will increase wildland fire hazards for back country residents listed by the Alliance.⁷⁷

⁷² MGRA Comments; Appendix A; Mitchell, Joseph W.; M-bar Technologies and Consulting, LLC; When To Turn Off The Power? Cost/Benefit Outline For Proactive Deenergization; March 27, 2009. ("MGRA Cost/Benefit Outline")

⁷³ SDG&E Reply Comments, p. 20.

⁷⁴ SDG&E Reply Comments, p. 20.

⁷⁵ MGRA Reply Comments, p. 3.

⁷⁶ MGRA Comments, p. 23.

⁷⁷ MGRA Comments, p. 10. Other parties raise additional mechanisms, such as the increased usage of candles and barbeque grills.

As stated in Alliance reply comments: “during periods of light or moderate winds, there are 100 times more ‘normal’ fires than there are power line fires in Southern California.⁷⁸ Hence, anything that increases the risk posed by these fires, *even by a very small fraction* will pose a greater threat to public safety than the threat from power line fires.”⁷⁹ Numerous other potential costs and risks of a power shut-off were raised by the Alliance in their comments⁸⁰ and supporting analysis. These potential costs and risks were also ignored by SDG&E.

SDG&E has also stated that their shut-off plan is part of a larger safety effort that includes “hardening” of their electrical network, including the replacement of wooden poles with steel poles. Based on responses to MGRA data requests to SDG&E, the Alliance noted that the steel-pole replacement effort, continued at its current and projected rate, would take SDG&E 75 years to complete.⁸¹ This point has gone totally unaddressed by SDG&E.

Finally, in its reply comments the Alliance included an alternative analysis of the wind conditions present during October 2007 fires. According to this analysis, the Alliance found that of the three “power line fires”, only the Guejito fire might have been prevented had SDG&E’s proposed shut-off plan been in place at the time.⁸²

VII. COMMENTS OF UTILITY CONSUMERS’ ACTION NETWORK (“UCAN”)

In its Reply Comments, SDG&E fails to address most all of UCAN's points raised in its Opening Comments. It addresses only two of nine major points raised by UCAN: the need to use PV back-ups for affected customers and the need for interruptible rates. However, all of the other UCAN points critiquing the SDG&E application are summarily ignored. Specifically, UCAN's experts raised legal and factual issues which include:

- SDG&E’s plan does not reduce ignitions and, in fact, may increase the odds of a fire;⁸³
- SDG&E’s plan does not fall under the legal authority that would be applicable under a stated emergency;⁸⁴

⁷⁸ Mitchell, 2009.

⁷⁹ MGRA Reply Comments, p. 3.

⁸⁰ MGRA Comments, pp. 8-11.

⁸¹ MGRA Comments, p. 14.

⁸² *Id.*, pp. 7-9.

⁸³ UCAN Opening Brief, p. 4.

⁸⁴ UCAN Opening Brief, p. 8.

- SDG&E’s plan conflicts with the Commission’s policy of promoting smart grid technology;⁸⁵
- SDG&E’s plan obviates SDG&E’s obligation to serve as per the franchise agreements it has with cities and the County of San Diego;⁸⁶
- SDG&E’s plan unduly impacts residential and commercial customers in the backcountry, offering most of them a reduced quality of service at unfairly high rates.⁸⁷
- SDG&E has failed to quantify the costs it is transferring upon customers;⁸⁸
- SDG&E has understated the costs and overstated the benefits. SDG&E’s failure to conduct a meaningful cost-benefit analysis of its proposal impedes the Commission’s ability to render an informed decision.⁸⁹

SDG&E's opening and reply comments do not address any of these factual and legal points raised by UCAN's experts. It only addresses UCAN's mitigation proposals.

VIII. COMMENTS OF CTIA-THE WIRELESS ASSOCIATION®

CTIA protested SDG&E’s Application for its failure to explore the impact which the de-energization plan will have on the operations of wireless communications infrastructure in the De-Energization Areas as well as its impact on residents living and working in and around these areas who rely on those services.⁹⁰ In this regard, CTIA’s protest noted that wireless service has become a critical tool for individuals to reach out for emergency help: it has also grown to be a critical tool for emergency personnel and first responders to communicate among themselves.⁹¹ Rather than acknowledge the validity of CTIA’s concern and substantively address the issues raised by CTIA, SDG&E’s initial response, through its reply to CTIA’s protest, illustrated a complete misunderstanding or a complete disregard of the impact which its proposal would have on wireless communications, and thus the health and safety of the residents in the de-energized areas:

CTIA’s allegation that SDG&E will prevent customers from using their cell phones overlooks the fact that customers frequently charge their wireless phones in their cars, by portable chargers, or keep spare batteries. CTIA also overlooks

⁸⁵ UCAN Opening Brief, p. 8.

⁸⁶ UCAN Opening Brief, p. 14.

⁸⁷ UCAN Opening Brief, pp. 9, 18-20.

⁸⁸ UCAN Opening Brief, pp. 13-16.

⁸⁹ UCAN Opening Brief, pp. 31-36.

⁹⁰ Protest of CTIA-The Wireless Association®, r. 08-12-021 (January 29, 2009), pp. 3-6.

⁹¹ *Id.*, p. 5.

SDG&E notification and outreach procedures described in SDG&E witness Velasquez' testimony, where customers can monitor on SDG&E's website to see which and how many of the 5 de-energization criteria have been met. SDG&E also plans to provide customers 6 to 4 hour notification of a potential de-energization event. All of these notification efforts are intended precisely to provide impacted customers with advance notice and the time to prepare which could include, among other things, charging cell phone.⁹²

It provides no benefit to a customer to charge his/her cell phone when the facilities which transmit the signals to and from their phones may not be operational due to SDG&E having shut off commercial power to the site.

Throughout this proceeding, SDG&E has done nothing to address the substantive issues raised by CTIA, it has only changed its strategy from one of feigned ignorance of the impact its proposal will have on wireless communications to one of "shifting the blame." Thus, SDG&E comments that:

CTIA also argues extensively about the importance of wireless facilities. Given that importance, then, their lack of adequate back-up power for outages is inexplicable. Why and how are competitive carriers avoiding being prepared for power outages, which can occur for many reasons (such as earthquakes) other than proactive power shut-offs?⁹³

Again, SDG&E has failed to address the substantive concerns of the wireless industry. This proceeding is not about the back up power capabilities of the wireless industry (which as demonstrated on the record are as robust as local zoning requirements, technical limitations, terrain and geographic considerations, public health, environmental and safety issues, space constraints and resource allocation will allow).⁹⁴ Rather, the burden of proof is on SDG&E to illustrate that the benefits of its de-energization plan outweigh the significant burdens, one of which is compromising the ability of those living and/or working in the de-energized area to use their wireless service. Given the ever increasing reliance on wireless communications for everyday and emergency purposes, that degree of compromise could be devastating regardless of whether a fire occurred. If, however, a fire does occur in an area which has been de-energized, then the complexities of maintaining seamless coverage increase exponentially since access to those areas – either to perform repairs or to install additional temporary power – becomes more

⁹² See Reply of San Diego Gas & Electric Company to Protests of Application, A. 08-12-021 (February 9, 2009), p. 8.

⁹³ Reply Comments of San Diego Gas & Electric Company, A. 08-12-021 (April 10, 2009), p. 17.

⁹⁴ Comments of CTIA-The Wireless Association on San Diego Gas & Electric Company's Pro-active De-energization Proposal, R. 08-12-021 (March 27, 2009), pp. 7-8.

difficult. Simply put, SDG&E's de-energization plan endangers the availability of this essential tool in the prevention and mitigation of disasters. SDG&E has not placed any evidence on the record which outweighs the enhanced risk to life and property resulting from the inability to maintain communications during an emergency situation.

IX. CONCLUSION

The Joint Parties believe that protecting the public from fire danger is an important issue and support appropriate efforts by SDG&E and others to address the threat of catastrophic fire in San Diego County. However, in light of the analytical and informational void remaining following all submissions by SDG&E, the Joint Parties believe that SDG&E has failed to meet its burden, and that the public health and safety risks created by SDG&E's proposed de-energization plan warrant the denial and dismissal of SDG&E's Application.

Respectfully submitted on behalf of the Joint Parties pursuant to Rule 1.8(d),

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April 30, 2009

CERTIFICATE OF SERVICE


I hereby certify that I have this day served a copy of **JOINT MOTION TO DENY AND DISMISS SAN DIEGO GAS & ELECTRIC'S APPLICATION A.08-12-021 BY VALLEY CENTER MUNICIPAL WATER DISTRICT, RAMONA MUNICIPAL WATER DISTRICT, PADRE DAM MUNICIPAL WATER DISTRICT, RAINBOW MUNICIPAL WATER DISTRICT, FALLBROOK PUBLIC UTILITIES DISTRICT, YUIMA MUNICIPAL WATER DISTRICT, CONSUMER PROTECTION AND SAFETY DIVISION, DIVISION OF RATEPAYER ADVOCATES, CALIFORNIA CABLE & TELECOMMUNICATIONS ASSOCIATION, TIME WARNER CABLE, COXCOM, INC, AND COX CALIFORNIA TELCOM, LLC, AT&T, MUSSEY GRADE ROAD ALLIANCE, SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS, DISABILITY RIGHTS ADVOCATES, UTILITY CONSUMERS' ACTION NETWORK, CTIA- THE WIRELESS ASSOCIATION, AND THE CALIFORNIA FARM BUREAU FEDERATION** in **A.08-12-021**, as well as the service lists for **petition 07-11-007 and Rulemaking 08-11-2005** by using the following service:

E-Mail Service: sending the entire document as an attachment to an e-mail message to all known parties of record to this proceeding who provided electronic mail addresses.

U.S. Mail Service: mailing by first-class mail with postage prepaid to all known parties of record who did not provide electronic mail addresses.

I have also sent hard copies by overnight mail to the Assigned Administrative Law Judge and Assigned Commissioner.

Executed on April 30, 2009 at San Diego, California.



San Barajas

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