

January 25, 2013

California Public Utilities Commission
Energy Division
ED Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, CA 94102

Re: Substitute Sheets for Advice 4178-E

Dear Energy Division Tariff Unit:

An original and 4 copies of substitute sheets are attached for Advice 4178-E, "*Revisions to Electric Rule 22.1 - Direct Access Service Switching Exemption Rules, and Electric Form 79-1014 - Direct Access Customer Relocation/Replacement Declaration In Compliance With Decision (D.) 12-12-026*".

At the request of the California Public Utilities Commission (Commission), PG&E is submitting these substitute sheets to revise "Energy Service Provider" to "Electric Service Provider" on page one of submitted Electric Form 79-1014, *Direct Access Customer Relocation/Replacement Declaration*. Additionally, at the request of the Commission, PG&E is correcting Rule 22.1.B.1.d. to reflect current language. The new 22.1.B.1.d. now reads as follows: "d. Customers returning to DA service at the conclusion of their BPS term will retain their continuous DA status associated with rate Schedule DA-CRS, if applicable."

In accordance with GO 96-B, Section 7.5.1, the substitute sheets are being served in the same manner as the original advice letter. For administrative convenience, a new Attachment 1 and tariff sheets are attached in their entirety. Please discard previously submitted Attachment 1 and tariff sheets.

Please telephone me at (415) 972-5472 should you have any questions regarding the substitute sheets.

/S/ Kimberly Chang

Kimberly Chang
Regulatory Relations

Attachment

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ATTACHMENT
Advice 4178-E

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32413-E**	ELECTRIC TABLE OF CONTENTS RULES Sheet 20	32054-E*
32414-E**	ELECTRIC TABLE OF CONTENTS SAMPLE FORMS Sheet 25	32154-E



ELECTRIC RULE NO. 22.1
 DIRECT ACCESS SERVICE SWITCHING EXEMPTION RULES

Sheet 1

The following terms and conditions apply to both PG&E customers and electric service providers (ESPs) who participate in Direct Access (DA) as defined in Rule 22.

The following rules implement the Switching Exemption Decision (D.) 03-05-034, which adopted guidelines regarding the rights and obligations of DA customers who return to Bundled Service and subsequently switch back to DA service, Decision Regarding Increased Limits For Direct Access Transactions D.10-03-022, which adopted guidelines regarding the rights and obligations of non-residential bundled service customers to switch to DA service, D.11-12-018, which reduced the minimum commitment on Bundled (T) Portfolio Service from three (3) years to eighteen (18) months and D.12-12-026, which adopted a lottery process in lieu of a first-come/first-served process. D.03-05-034, ID.10-03-022, D.11-12-018 and D.12-12-026 established provisions for eligible DA customers regarding: (1) Transitional Bundled Service; (2) Bundled Portfolio Service; (3) Phase-In Period and (4) Post-Phase-In Period. Pursuant to D.05-12-041, customers receiving (T) Direct Access Service, Transitional Bundled Service or Bundled Portfolio Service may be automatically enrolled in a Community Choice Aggregation Program as described in Rule 23.

Effective March 11, 2010, the right to transfer to Direct Access service is closed to residential customers. However, a residential customer previously classified as DA-eligible that submitted a six-month notice to transfer to DA service prior to March 11, 2010, retains a one-time right to transfer to DA service pursuant to D.10-03-022 and the conditions set forth in Section B, below.

Customers switching to or from bundled service (with the exception of Transitional Bundled Service described in Section A of this Rule) shall notify PG&E six (6) months in advance of their intent to switch.

A. Transitional Bundled Service

1. Transitional Bundled Service (TBS) is effective February 19, 2004, and allows DA customers to return to Bundled Service on a transitional basis while switching from one ESP to another, or for similar or related reasons where TBS is needed.
2. The TBS provision is limited to a sixty (60) day period. The sixty (60) day period begins on the day the DA service is disconnected, which is the day PG&E starts supplying power to the service account (Day 1). By no later than the end of the sixty (60) day period (Day 60 of PG&E supplying power), PG&E must be in receipt of a Direct Access Service Request (DASR) from the customer's new ESP to switch the service account to DA service. In addition to meeting the DASR provisions set forth in Rule 22, Section E, DASR to switch the service account back to DA service must comply with the following special conditions:

(Continued)

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 Decision No. 12-12-026

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 Vice President
 Regulatory Relations

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 DIRECT ACCESS SERVICE SWITCHING EXEMPTION RULES

Sheet 2

A. Transitional Bundled Service (Cont'd.)

2. (Cont'd.)

(L)

a. Accepted DASRs that do not require a meter change will be processed based on normal DASR processing timeframes as defined in Rule 22, Section E. PG&E will include the TBS requirements with the DASR status notification that is sent to the customer as provided for in Rule 22, Section E.7. The customer is responsible for providing its new ESP with this information.

b. Rejected DASRs must be corrected and resubmitted by the ESP and be acceptable to PG&E no later than twenty (20) days following the conclusion of the TBS period (Day 80 of PG&E supplying power). DASRs not corrected by the ESP within this time period will be cancelled by PG&E.

c. For accepted DASRs that require a meter change, the meter change must be completed no later than sixty (60) days following the conclusion of the TBS period, or the corrected DASR timing established in Section A.2.b. If a meter change is not completed within sixty (60) days, PG&E will switch the service account to DA service on the customer's next scheduled meter read date with notification to the ESP and customer at the conclusion of the sixty (60) day period. If special metering services are required, such metering services will be done in accordance with rate Schedules E-ESP and E-EUS.

3. Services accounts failing to meet the time limitations and DASR requirements as set forth in Section A.2, above will be in default of the TBS provisions and returned to Bundled Portfolio Service for a eighteen (18) month minimum period, subject to the conditions set forth in Section B of this tariff. Such a default initiates the six (6) month notice of return to Bundled Portfolio Service, which is not subject to cancellation. During this six (6) month period, the service account will be subject to the pricing conditions established in Section A.4, below. PG&E will notify the customer within ten (10) business days of the default, providing an explanation of the default situation, actions being taken and the customer's new Bundled Portfolio Service requirements.

4. Customers electing the TBS option will: (1) be subject to Transitional Bundled Commodity pricing, as defined in rate Schedule TBCC; (2) be subject to the provisions and applicable charges of the Direct Access Cost Responsibility Surcharge (DA CRS) as defined in rate Schedule DA-CRS; and (3) be ineligible to receive Revenue Cycle Services Credits as defined in rate Schedule E-CREDIT.

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Sheet 3

A. Transitional Bundled Service (Cont'd.)

5. DA customers electing the TBS option may continue to use the same meter provided it is compatible with the PG&E's meter reading system. Incompatible meters will be replaced by PG&E with a meter that meets the customer's applicable tariff requirements, unless PG&E has the capability to do a special read for a fee or the customer and PG&E can agree on an alternative arrangement. Special metering requirements while receiving TBS will be subject to costs as set forth in rate Schedules E-ESP and E-EUS. (L)
6. Customers returning to DA service at the conclusion of their TB term will retain their continuous DA status associated with rate Schedule DA-CRS, if applicable.

B. Bundled Portfolio Service

1. This service option is effective February 19, 2004, and is applicable to all DA eligible customers who return to Bundled Service for a minimum of eighteen (18) months. This eighteen (18) month minimum Bundled Service commitment will be referred to herein as PG&E's Bundled Portfolio Service (BPS). The following conditions will apply:
- a. Customers electing this service make an eighteen (18) month commitment and will not be allowed to return to DA service until their eighteen (18) month minimum period has been completed. The eighteen (18) month minimum period will begin on the date the customer is switched to BPS after the conclusion of the six (6) month advance notice period as set forth in Section B.1.b of this tariff. With the exception of the one-time temporary waiver granted during the Open Enrollment Window, described in Section C.4, below, no premature departures from the eighteen (18) month commitment will be allowed.
- b. Customers must provide a six (6) month advance notice to PG&E prior to becoming eligible for BPS so PG&E can adjust its procurement activity to accommodate the additional load. Such notification will be made by the customer submitting the Notice to Return to PG&E Bundled Service form (Form No. 79-1011) in writing or electronically. PG&E will provide the customer with written confirmation and the necessary switching process information within ten (10) days of receipt of the customer's notification. Once received by PG&E, customers will have a three (3) business day rescission period after which advance notifications cannot be canceled. PG&E will process requests to receive BPS in the following manner:

(L)

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Sheet 4

- B. Bundled Portfolio Service (Cont'd.) (L)
1. (Cont'd.)
- 1) Service account transfers to BPS will be switched on the customer's next scheduled meter read date after the completion of the six (6) month advance notice period. For service accounts with meters that are incompatible with PG&E's meter reading system, PG&E will replace the incompatible meter with a meter that is acceptable to PG&E. Such metering service will be done in accordance with rate Schedule E-EUS.
 - 2) PG&E will initiate a DASR to transfer the service account to BPS and will provide notification to the customer and ESP in accordance with Rule 22, Section E.7.
- c. During the six (6) month advance notice period, but before they become eligible for BPS, customers may either continue on DA Service or return to Bundled Service and receive TBS pricing as set forth in Section A.4 of this tariff. PG&E will process any DASR returning the customer to Bundled Service during the six (6) month advance notice period in accordance with Rule 22, Section E, and will provide Bundled Service to the customer at the TBS rate for the remainder, if any, of the six (6) month advance notice period. PG&E will initiate the necessary transfer of the service account to BPS at the conclusion of the six (6) month advance notice period with notification to the customer. The metering requirements of Section B.1.b(1) above, will apply during the six (6) month advance notice period. Customers returning to Bundled Service during the six (6) month advance notice period (i.e., before the commencement of BPS), cannot return to IDA service.
- d. Customers returning to DA service at the conclusion of their BP term will retain their continuous DA status associated with rate Schedule DA-CRS, if applicable. (D)
 (L) (D)

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Sheet 7

C. Phase-In Period (Cont'd.)

1. Section C is applicable during the Phase-in Period described in Section C.2, below.

Section C is not applicable to eligible non-residential BPS customers who have submitted a Six Month Notice To Transfer To Direct Access Service form prior to April 11, 2010 and are pending a return to DA service under the provisions of Section B.2, above.

2. The Phase-in Period will begin on April 11, 2010 and continue for four (4) calendar years with the annual limits on DA load increases over the Phase-in Period as described below, up to the maximum DA cap of nine thousand five hundred twenty (9,520) gigawatt-hours (GWh) established for PG&E's service territory (Overall DA Cap) as defined per D. 10-03-022 (Appendix 1 as "Load (T) Cap"). Kilowatt-hours (kWh) remaining under the annual load limit in one year will be rolled over to subsequent years as part of the cumulative increasing annual limits during the phase-in period. Pursuant to D. 10-03-022, the Existing Base Line DA Load is 5,574 GWh, the New DA Load Allowance is 3,946 GWh and the annual GWh limits are set based upon a percentage of the New DA Load Allowance over the Existing Base Line DA, as defined in Appendix 1 of D. 10-03-022, as follows:
 - a. 2010 Annual Limit – thirty-five (35) percent of the New DA Load Allowance; the 2010 Load Cap; 6,955 GWh; [5,574 GWh + (0.35 * 3,946 GWh)]
 - b. 2011 Annual Limit – An additional thirty-five (35) percent of the New DA Load Allowance for seventy (70) percent of the total New DA Load Allowance; The 2011 Load Cap; 8,336 GWh; [6,955 GWh + (0.35 * 3,946 GWh)]
 - c. 2012 Annual Limit – An additional twenty (20) percent of the New DA Load Allowance for ninety (90) percent of the total New DA Load Allowance The 2012 Load Cap; 9,125 GWh; [8,336 GWh + (0.20 * 3,946 GWh)].
 - d. 2013 Annual Limit – An additional ten (10) percent of the New DA Load Allowance for one hundred (100) percent of the room under the Overall DA Cap; The 2013 Load Cap; 9,520 GWh [9,125 GWh + (0.10 * 3,946 GWh)].

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Sheet 19 (N)
 (N)

D. Post-Phase-In Period (N)

The following describes the enrollment process after the Phase-In Period, described in Section C.2, closes:

1. Customers or their authorized agent may submit Six-Month Notices via email or an online IOU form during a prescribed 5-business day window (Submission Period) in the second full business week in April of 2013 for space under the established Overall DACap that may become available commencing in October of 2013 and continuing through 2014. Beginning in 2014, the Submission Period will be the second full week in June of each year for space under the established Overall DACap that may become available during the twelve (12) months of the subsequent calendar year. The Submission Period will begin on Monday at 9:00 a.m. PDT and end on Friday at 5:00 p.m. PDT. Six-Month Notices received prior to 9:00 a.m. PDT Monday or after 5:00 p.m. PDT Friday will be rejected. Submissions must be made by or on behalf of an individual customer and shall include the following information:
 - a. Customer Name, Six-Month Notice, Submitter Name, and number of service accounts being submitted.
 - b. A completed Six-Month Notice may cover multiple service accounts but they must all be for the same customer, under that customer's Federal Tax Identification (FTI) number. A Six-Month Notice found to include multiple FTI numbers will be considered to have a deficiency. Upon email notification from PG&E of such deficiency, DAC customers or their authorized agent shall have five (5) business days to correct the FTI number or submit a new Six-Month Notice for the service account(s) covered by a different FTI number.
 - c. A prioritized list of the submitted service accounts (in the event the available space under the established Overall DACap cannot accommodate the entire list).

(N)

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Sheet 20 (N)
 (N)

2. Upon PG&E's receipt of each Six-Month Notice, PG&E send an automatic receipt via email, addressed to the party from whom the notice was received, acknowledging that the Notice was received. The purpose of this email shall be just to confirm that the submission was received. It shall neither confer any priority, nor impact the lottery process. (N)
3. Any duplicate Six-Month Notices covering the same service accounts will be discarded. If more than one Six-Month Notice is received for a service account, only one will be confirmed; all others will be ineligible. For any Six-Month Notice that PG&E determines to be ineligible, it will send via e-mail a notice to the party from whom the Six-Month Notice was received that it has been determined to be ineligible. If the party believes that PG&E's determination of ineligibility is in error, the party will have five (5) business days to dispute PG&E's determination, upon which PG&E will review its determination and advise the submitter of the information required to resolve the dispute.
4. PG&E to review/audit/confirm Six-Month Notices within thirty (30) business days following close of the Submission Period.
5. During the review and audit process, a Six-Month Notice that is found to have a deficiency (e.g., incorrect service account number) may be accepted on the condition that it is corrected by the customer within five (5) business days after PG&E notifies the customer of such deficiency. Six-Month Notices will be void in the event a deficiency in a Six-Month Notice is not corrected by the customer within five (5) business days, but only as to the service account(s) for which there was an uncorrected deficiency.
6. Six-Month Notices will be accepted subject to all deficiencies being resolved and availability of space under the established Overall DACap. By the thirtieth (30) business day of the review period, PG&E will run the "randomizer" tool (Microsoft Access or some other tool agreed-upon by all parties) to assign a random number to each customer submission.
7. The Six-Month Notices will be ordered in sequence by their randomly assigned number and accepted subject to the established Overall DACap. Remaining Six-Month Notices will be placed on a wait list (Wait List) in the order assigned by the randomizer, and will be maintained on that Wait List for the subsequent calendar year until the next enrollment period commences. (N)

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Sheet 21 (N)
 (N)

8. Within ten (10) business days, following the thirty (30) day review period, customers will receive email notification that their Six-Month Notice has been accepted or placed on the Wait List along with their initial sequence number, based upon the random "lottery" number. (N)
9. All Six-Month Notices on the Wait List on the last business day of each calendar year will be cancelled and superseded by the following year's Wait List.
10. On the last business day of each month, PG&E will determine if there is room under the Overall DACap and notify the first customer on the Wait List that there is available space under the Overall DACap:
 - a. If the available space under the Overall DACap is sufficient to accommodate all of the customer's Wait-Listed service accounts, PG&E will notify the customer of the DASR Due Date for each accepted service account at least forty-five (45) days in advance of the customer's earliest possible switch date. During this process, a Six-Month Notice that is found to have a deficiency (e.g., incorrect service account number) may be accepted on the condition that it is corrected by the customer within five (5) business days after PG&E notifies the customer of such deficiency. Six-Month Notices will be void in the event a deficiency in a Six-Month Notice is not corrected by the customer within five (5) business days, but only as to the service account(s) for which there was an uncorrected deficiency. Customers will have fifteen (15) business days either to accept or decline the space offered, without penalty. Should the customer decline the space offered, the customer is removed from that year's Wait List and remains on utility bundled service. PG&E will then notify the next customer on the Wait List.
 - b. If the available space under the Overall DACap is not sufficient to accommodate all of the customer's service accounts on the Wait List, PG&E will notify the customer at least forty-five (45) days in advance of the customer's earliest possible switch date of the eligible service account(s) and will work with the customer to determine the service accounts to be switched. The remaining service accounts, if any, on the customer's list will remain on the Wait List. Customers will have fifteen (15) business days either to accept or decline the space offered, without penalty. Should the customer decline to accept the space offered, the customer is removed from that year's Wait List and remains on utility bundled service.
 - c. Should a customer accept the offer and fail to submit a DASR by the DASR Due Date, the customer's service account(s) will be switched to Transitional Bundled Service and be subject to the then current Switching Exemption Rules. (N)

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Electric Sample Form No. 79-1014
Direct Access Customer Relocation/Replacement Declaration

Please Refer to Attached
Sample Form

Advice Letter No: 4178-E
Decision No. 12-12-026

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Vice President
Regulatory Relations

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Resolution No. _____



DIRECT ACCESS CUSTOMER RELOCATION DECLARATION

A. Electric Service Provider (ESP) Declaration

I, _____, state as follows:

- 1. I am an officer of _____ (Name of ESP) ("ESP") authorized to make this declaration. I have personal knowledge of the matters set forth herein and if called upon as a witness could and would testify competently thereto.
2. Pursuant to a valid agreement (Agreement) by and between _____ (Name of ESP) and _____ (Name of Customer) ("Customer"), ESP provides electric power service to Customer at the Current Location, as specified below.
3. As stated herein, Customer requests to transfer its direct access (DA) service provided by PG&E and electric power service provided by ESP at the Current Location, to the New Location, as specified in this document. This relocation is requested in the normal course of business.
4. Under the provisions of the Agreement, the Customer has the right to receive electric power service from ESP for electric service loads located at the New Location.
5. All conditions of the Agreement necessary for a transfer of electric service from Current Location to New Location have been satisfied, including any necessary approvals by ESP.

I declare under penalty of perjury under the laws of the State Of California that the foregoing is true and correct. Executed this _____ day of _____, _____ at

_____, _____ (City), _____ (State)

Signature: _____ Authorized Representative of ESP

Title: _____

Date: _____

B. Customer Declaration

I, _____, state as follows:

1. I am an authorized representative of _____ (“Customer”) and I am authorized to make this declaration.
2. I have personal knowledge of the matters set forth herein and if called upon as a witness could and would testify competently thereto.
3. Customer has entered into an agreement for direct access service (Agreement) with the ESP as identified above.
4. Customer requests to transfer its DA service provided by PG&E and its electric power service provided by ESP from Current Location to New Location, as noted on the attached form. This relocation is requested in the normal course of business.

Please check one:

- A. “Current Location” means one existing customer Premises¹ where the electric load of one service account (which may consist of one or more electric meters) is currently being served under DA. “New Location” means the same or different Premises from the Current Location which has been newly acquired or constructed by customer, at which the customer intends to relocate all or part of its business and operations from the Current Location. The New Location may only consist of one service account.
- B. “Current Location” means one existing customer Premises where the electric load of one or more service accounts are currently being served under DA. “New Location” means the same or different Premises from the Current Location which has been newly acquired or constructed by customer, at which the customer intends to relocate all or part of its business and operations from the Current Location. The New Location may consist of one or more service accounts at a single Premises.
- C. “Current Location” means one or more existing customer Premises where the electric load of one or more service accounts is currently being served under DA. “New Location” means a different Premises from the Current Location to which the customer intends to relocate all or part of its business and operations from the Current Location. The New Location may consist of one or more service accounts at a single or multiple Premises. Customer warrants that the total DA load of all active accounts at New Location after the relocation has been completed is limited to loads the same as, or substantially the same as, the loads represented by the Current Location. .
- D. “Current Location” means one or more existing customer Premises where the electric load of one or more service accounts is currently being served under DA. “New Location” means a different Premises than the Current Location to which the customer intends to relocate all or part of its business and operations from the Current Location. The New Location may only consist of one service account at which the customer has been receiving bundled service. The New Location shall not be eligible for DA service until all electric service accounts billing under the same customer of record at the Current Location have been terminated. Customer must submit this request to PG&E no later than ninety (90) days from the date all the service accounts at the Current Location have been terminated.

¹ Premises is defined in PG&E’s electric Rule 1

5. Customer understands that a New Location cannot include bundled service accounts that have been in the customer's name for more than ninety (90) days. This section is not applicable if Section 4.D. above is selected.
6. Customer warrants its total DA load as a result of the relocation does not exceed the load limitations provided in the Agreement.
7. Customer agrees to maintain, and make available to the California Public Utilities Commission (CPUC) upon request, all records associated with its electricity service and consumption at Current Location and New Location, including, but not limited to, the applicable meter and account numbers, and the associated direct access load.
8. Customer agrees to (Check One):

_____ Close its service account(s) at Current Location on _____
[Expected date].

_____ Return its service account(s) at Current Location(s) to bundled service on _____
[Expected date].

_____ Split the load on the service account(s) at Current Location as follows. (this section is only applicable if section 4.C above is selected). Identify service account(s) by PG&E Service Agreement Number in the space below.):

9. Customer understands that this declaration must be submitted within sixty (60) days of closing its service account at the Current Location or moving part of its business or operations from the Current Location to a New Location.
10. Customer understands that a DASR must be submitted within sixty (60) days of either a) this relocation declaration's acceptance by PG&E or b) establishment of electric service at the New Location, whichever is later, for this relocation to be valid.
11. Customer understands that continuous direct access status pursuant to Ordering Paragraph 4 of CPUC Decision 02-11;022 (exemption from paying the DWR components of the DA Cost Responsibility Surcharge) will transfer to a relocation account only if each service account at the Current Location(s) being combined for the relocation service account qualifies as continuous direct access. If the customer elects to combine a number of service accounts that do not qualify as continuous direct access, then the relocation service account will not qualify as continuous direct access.

I declare under penalty of perjury under the laws of the State Of California that the foregoing is true and correct. Executed this _____ day of _____, _____ at _____, _____ [City, State]

Signature: _____
Authorized Representative of New Customer

Title: _____

Date: _____

Name On Account: _____

Current Location Information (Service Account(s) listed by PG&E Service Agreement Number):

Service Agreement Number: _____
Service Address: _____
City, State, ZIP: _____
Meter Number: _____

Service Agreement Number: _____
Service Address: _____
City, State, ZIP: _____
Meter Number: _____

Service Agreement Number: _____
Service Address: _____
City, State, ZIP: _____
Meter Number: _____

New Location Information (Service Account(s) listed by PG&E Service Agreement Number):

(The direct access service will occur at the New Location and, if only part of its business or operations is relocated, the Current Location may also continue to receive direct access service)

Service Agreement Number: _____
Service Address: _____
City, State, ZIP: _____
Meter Number: _____

Service Agreement Number: _____
Service Address: _____
City, State, ZIP: _____
Meter Number: _____

Service Agreement Number: _____
Service Address: _____
City, State, ZIP: _____
Meter Number: _____

(For more service accounts, please list the additional service accounts on a separate sheet and attach it to this form.)

Upon receipt by PG&E of the customer relocation declaration, PG&E shall review the information and notify ESP within five (5) business days either that (a) the relocation declaration has been accepted; or (b) PG&E has reasonable cause not to process the customer relocation declaration. Upon receiving notification of the relocation declaration's acceptance under subsection (a) above, ESP must submit a DASR to PG&E within sixty (60) days of either a) this relocation declaration's acceptance by PG&E or b) establishment of electric service at the New Location, whichever is later. Upon receiving denial notification from PG&E under subsection (b) above, PG&E and ESP shall confer as soon as possible to determine what additional information is required in order for the relocation declaration to be accepted. This document may be executed in counterparts and submitted by email or fax, provided the originals are delivered to PG&E within ten (10) business days thereafter.



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Sheet 1

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