

Direct Access Customer Relocation Declaration

A. Electric Energy Service Provider (ESP) Declaration

I, _____, state as follows:

1. I am an authorized representative 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 SDG&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

[Print Name]
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 SDG&E and its electric power service provided by ESP from Current Location to New Location, as noted on Attachment 1. 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 Premise.

____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 the same or 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

¹ Premises is defined in SDG&E's electric Rule 1.

DA. "New Location" means a different Premise 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 or returned to bundled service. Customer must submit this request to SDG&E no later than one hundred twenty (120) days from the date all the service accounts at the Current Location have been terminated or returned to bundled service. If the service account at the current location is being returned to bundled service, Customer warrants that the remaining load at the current location has been reduced consistent with the relocation of all or part of its business or operations from the Current Location to a New Location.

5. Customer understands that a New Location cannot include bundled service accounts that have been in the customer's name for more than ninety (120) 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 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 SDG&E Service Agreement Number in the space below.):

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9. Customer understands that this declaration must be submitted within one hundred twenty (120) 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 with sixty (60) days of either a) this relocation declaration's acceptance by SDG&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 account at the Current Location(s) being combined for the relocation account qualifies as continuous direct access. If the customer elects to combine a number of accounts that do not qualify as continuous direct access, then the relocation account will not qualify as continuous direct access.
12. Customer understands that the Current Location and New Location must be under the same ownership. For purposes of this requirement, “ownership” means holding a fee interest or leasehold interest in the real property that constitutes the Premises. In order to be considered under the same ownership. The Current Location and the New Location must meet one of the following criteria: (1) the location are owned or controlled by the same parent company; (2) the locations are owned by companies that are wholly owned or controlled by the same parent company; or (3) one location is owned by a company that is wholly owned or controlled by the owner of the other location. For purposes of this section, “control” means owning 51% or more of the company. If a Customer is assigning DA eligibility and transferring its DA service between corporate entities with different Federal Taxpayer Identification Numbers, the Customer must complete the Affidavit in Attachment 2 and submit it with this request.
13. Notwithstanding the requirements set forth in Section 12, a Customer may assign DA eligibility and transfer its DA service between campuses of the same public university system, community college district, or public school district. In cases where the campuses have different Federal Taxpayer Identification Numbers, the customer must complete the Affidavit in Attachment 2 and submit it with this request.

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].

Authorized Representative of New Customer [Signature]

Authorized Representative of New Customer [Print Name]

[Title]

[Date]

Attachment 1

C. Current Location Information

Name on Account: _____

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: _____

Attachment 1

D. New Location Information

Name on Account _____

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

Attachment 1

E. New Location Information *(Continued)*

Upon receipt by SDG&E of the customer relocation declaration, SDG&E shall review the information and notify ESP within five (5) business days either that (a) the relocation declaration has been accepted; or (b) SDG&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 SDG&E within sixty (60) days of either a) this relocation declaration's acceptance by SDG&E or b) establishment of electric service at the New Location, whichever is later. Upon receiving denial notification from SDG&E under subsection (b) above, SDG&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, however SDG&E reserves the right to request the original signature documents, if needed.

Attachment 2

CUSTOMER AFFIDAVIT

(To be completed each time a Direct Access Customer Relocation Declaration includes New Location(s) of wholly-owned or controlled subsidiaries of Customer, or campuses of the same public university system, community college district or public school district, with different Federal Taxpayer Identification Numbers.)

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 attests that the following entities are wholly-owned or controlled subsidiaries of Customer, or campuses of the same public university system, community college district or public school district, and have different Federal Taxpayer Identification Numbers (FTIN), but should be treated as a single entity for the purpose of transferring eligibility for Direct Access (DA) service and electric power service from its Current Location to a New Location in the normal course of business.

Legal Name Of Business	FTIN	Acquisition Date
1.		
2.		
3.		
4.		
5.		

4. Customer understands that SDG&E reserves the right to review the information being provided and may request additional documentation from Customer. If SDG&E determines that the listed entities are not all wholly-owned or controlled by Customer, or campuses of the same public university system, community college district or public school district, at the time of the relocation request, SDG&E may not process the customer relocation declaration or may rescind the assignment of DA eligibility and the associated relocation(s).

(Please list the additional wholly-owned or controlled subsidiaries or school campuses on a separate sheet and attach it to this form.)

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

[Print Name]
Authorized Representative of New Customer

[Title]

[Date]