November 18, 2015

Pacific Gas and Electric Company
Attn: Erik Jacobson, Director, Regulatory Relations
Senior Director, Regulatory Relations
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177

SUBJECT: New Rule 21 Consent to Assignment Form for Non-NEM Projects (Form 79-1175)

Dear Mr. Jacobson:

Advice Letter 4725-E is effective as of November 19, 2015.

Sincerely,

Edward Randolph
Director, Energy Division
October 20, 2015

Advice 4725-E
(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: New Rule 21 Consent to Assignment Form for Non-NEM Projects (Form 79-1175)

Purpose

The Purpose of this advice letter is to create a new Rule 21 Consent to Assignment Form (CTA-Form) for non-Net-Energy-Metering (non-NEM) projects.

Background

The current Assignment Agreement, Form 79-937, is a generic one-page “contract” Assignment Agreement, which has been used for the assignment of any executory agreement between customers and PG&E, but does not meet the needs for the multiple agreements associated with Electric Rule 21 - Generating Facility Interconnections.

Electric Rule 21 describes the interconnection, operating and metering requirements for new generating facilities interconnecting with PG&E’s system. Associated with the Rule is a portfolio of interconnection-related agreements: interconnection agreement, standby agreement, study agreements, special facilities agreement, and other applicable agreements. In the event that there is a transfer of ownership of the generator, it is imperative that all agreements supporting a generator interconnection be transferred as a package to ensure a complete transfer of roles and responsibilities to the new owner. The new CTA-Form for non-NEM Projects (Form 79-1175) has been designed to accomplish this. A separate strategy will be used for consent to assignments for NEM projects.

Tariff Revisions

The new Consent to Assignment and Agreement for Non-NEM Projects Form is comprehensive and supports the assignment of projects at any stage of the interconnection-related agreement process: study/review agreement phase, interconnection agreement phase, implementation phase, and the operational phase.
The CTA-Form also identifies the operating, billing, and notice contacts for PG&E and generators to improve administration of interconnection-related agreements, to foster safe and reliable operation of distributed generation. Further, the proposed CTA-Form ensures that the consenting and receiving owners acknowledge the transfer of the agreements.

The new CTA-Form has three components: main body of five (5) pages which identifies the parties: Assignor, Assignee, and PG&E, and is the executable portion; Appendix A which identifies all agreements to be assigned; and Appendix B which identifies contact information: such as operating, billing, and notice contacts.

As an added benefit, the new CTA-Form will exactly mirror the CTA-Form used for FERC-jurisdictional Wholesale Distribution Tariff (WDT) projects, except for the additional flexibility that new CTA-Form can be used for export and non-export projects. The use of a common CTA-Form across both CPUC and FERC jurisdictions will promote consistent interconnection implementation.

The filing would not increase any current rate or charge, cause the withdrawal of service, or conflict with any rate schedule or rule.

**Protests**

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than November 9, 2015, which is 20 days after the date of this filing. Protests must be submitted to:

CPUC Energy Division  
ED Tariff Unit  
505 Van Ness Avenue, 4th Floor  
San Francisco, California 94102

Facsimile: (415) 703-2200  
E-mail: EDTariffUnit@cpuc.ca.gov

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest shall also be sent to PG&E either via E-mail or U.S. mail (and by facsimile, if possible) at the address shown below on the same date it is mailed or delivered to the Commission:

Erik Jacobson  
Director, Regulatory Relations  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code B10C
Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

**Effective Date**

PG&E requests that this Tier 2 advice filing become effective on November 19, 2015, which is 30 calendar days after the date of filing.

**Notice**

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and the parties on the service list for R.11-09-011. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission’s Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: http://www.pge.com/tariffs/.

/S/

Erik Jacobson  
Director, Regulatory Relations

Attachments

cc: Service List R.11-09-011
Company name/CPUC Utility No. **Pacific Gas and Electric Company (ID U39 E)**

<table>
<thead>
<tr>
<th>Utility type:</th>
<th>Contact Person: Kingsley Cheng</th>
</tr>
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<tbody>
<tr>
<td>☑ ELC</td>
<td>Phone #: (415) 973-5265</td>
</tr>
<tr>
<td>☐ GAS</td>
<td>E-mail: <a href="mailto:k2c0@pge.com">k2c0@pge.com</a> and <a href="mailto:PGETariffs@pge.com">PGETariffs@pge.com</a></td>
</tr>
<tr>
<td>☐ PLC</td>
<td></td>
</tr>
<tr>
<td>☐ HEAT</td>
<td></td>
</tr>
<tr>
<td>☐ WATER</td>
<td></td>
</tr>
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</table>

**EXPLANATION OF UTILITY TYPE**

<table>
<thead>
<tr>
<th>ELC = Electric</th>
<th>GAS = Gas</th>
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<tbody>
<tr>
<td>PLC = Pipeline</td>
<td>HEAT = Heat</td>
</tr>
<tr>
<td>WATER = Water</td>
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**Advice Letter (AL) #: 4725-E**

**Tier: 2**

**Subject of AL:** *New Rule 21 Consent to Assignment Form for Non-NEM Projects (Form 79-1175)*

**Keywords (choose from CPUC listing):** Agreements

**AL filing type:** ☑ Monthly ☐ Quarterly ☐ Annual ☑ One-Time ☐ Other __________

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: N/A

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL: ____________________

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for: No

Confidential information will be made available to those who have executed a nondisclosure agreement: N/A

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information: __________________________________________________________________________________________________

Resolution Required? ☑ Yes ☐ No

Requested effective date: **November 19, 2015**

**No. of tariff sheets:** 3

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

**Tariff schedules affected:** New Electric Sample Form 79-1175 - *Rule 21 Consent to Assignment Form for Non-NEM Projects*

**Service affected and changes proposed:** Please see Attachment 1

Pending advice letters that revise the same tariff sheets: N/A

Protests, dispositions, and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

**California Public Utilities Commission**

Energy Division
EDTariffUnit
505 Van Ness Ave., 4th Flr.
San Francisco, CA 94102
E-mail: EDTariffUnit@cpuc.ca.gov

**Pacific Gas and Electric Company**

Attn: Erik Jacobson
Director, Regulatory Relations
e/o Megan Lawson
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177
E-mail: PGETariffs@pge.com
<table>
<thead>
<tr>
<th>Cal P.U.C. Sheet No.</th>
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<tr>
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<td>Electric Sample Form No. 79-1175 Rule 21 Consent to Assignment Form for Non-NEM Projects Sheet 1</td>
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<tr>
<td>35711-E</td>
<td>ELECTRIC TABLE OF CONTENTS Sheet 1</td>
<td>35702-E</td>
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<tr>
<td>35712-E</td>
<td>ELECTRIC TABLE OF CONTENTS SAMPLE FORMS Sheet 25</td>
<td>34815-E</td>
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</table>
Electric Sample Form No. 79-1175
Rule 21 Consent to Assignment Form for Non-NEM Projects

Please Refer to Attached Sample Form

Advice Letter No: 4725-E
Issued by Steven Malnight
Senior Vice President Regulatory Affairs

Decision No. 1C5
Date Filed October 20, 2015
Effective November 19, 2015
Resolution No.
RULE 21 CONSENT TO ASSIGNMENT
FORM FOR NON-NEM PROJECTS

This Rule 21 Exporting and Non-Exporting Generating Facilities Consent to Assignment and Agreement is by and among PACIFIC GAS AND ELECTRIC COMPANY ("PG&E"), a California corporation, ____________________________, ____________________________, a _______________________ ("Assignor"), and ____________________________, a ____________________________ ("Assignee").

RECITALS

A. Assignor currently owns ___________________________________________ ("Facility") located at ______________________________________________ which will be interconnected with PG&E's electric system, and will receive standby service from PG&E. This project has an interconnection Queue number of _________ and an executed interconnection agreement under PG&E's CPUC Rule 21 Generator Interconnection Agreement for Exporting Generating Facilities or Generating Facility Interconnection Agreement for Non-Exporting Generating Facilities. Assignor wishes to assign/sell the Project to Assignee, and Assignee agrees to the Project assignment.

B. In connection with this assignment/sale, Assignor wishes to assign to Assignee various agreements with PG&E related to the Facility that are listed on Exhibit A (the "Assigned Agreements").

C. In connection with this assignment/sale, the Assignee also provides to PG&E the updated customer contact information listed in Exhibit B, such contact information to be used by PG&E for all Facility-related communication following execution of this Consent to Assignment.

NOW THEREFORE, PG&E hereby consents to an assignment by Assignor to Assignee of whatever rights, title and interest it may have in and to the Assigned Agreements, under the following terms and conditions:

1. Assignor and Assignee each recognize and acknowledge that PG&E makes no representation or warranty, express or implied, that Assignor has any right, title, or interest in the Assigned Agreements. Assignee is responsible for satisfying itself as to the existence and extent of Assignor's right, title, and interest in the Assigned Agreements and Assignee expressly releases PG&E from any liability resulting from the assignment, to which PG&E is consenting herein. Assignee and Assignor further release PG&E from any liability for consenting to any future assignments of the Agreements by Assignee or Assignor.
2. Assignee agrees that it takes the assignments of the Assigned Agreements subject to any defenses or causes of action PG&E may have against Assignor.

3. Assignee acknowledges that the assignments of Assigned Agreements may be subject to previous assignments, liens or claims executed or arising prior to the date of execution of this Consent to Assignment and Agreement.

4. Assignor hereby agrees that it shall remain liable to PG&E for each and every duty and obligation belonging to the Assignor, as the case may be, under the Assigned Agreements.

5. Assignee hereby agrees to assume each and every duty and obligation belonging to the Assignor, as the case may be, under the Assigned Agreements.

6. All notices hereunder shall be in writing and shall be deemed received (i) at the close of business of the date of receipt, if delivered by hand or (ii) when signed for by recipient, if sent registered or certified mail, postage prepaid, provided such notice was properly addressed to the appropriate address indicated on the signature page hereof or to such other address as a party may designate by prior written notice to the other parties.

7. Assignee hereby agrees that it will not reassign its rights, title or interest in and to the Assigned Agreements without the prior consent of PG&E, which shall not be unreasonably withheld.

8. Assignor hereby requests that PG&E substitute Assignee for Assignor as the notice addressee under the Assigned Agreements

9. This Consent to Assignment and Agreement is neither a modification of nor an amendment to the Assigned Agreements.

10. The parties hereto agree that this Consent to Assignment and Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

11. No term, covenant or condition hereof shall be deemed waived and no breach excused unless such waiver or excuse shall be in writing and signed by the party claimed to have so waived or excused.
12. This Consent to Assignment and Agreement may be executed in one or more duplicate counterparts, and when executed and delivered by all the parties listed below, shall constitute a single binding agreement.

13. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

IN WITNESS WHEREOF, each of the parties hereto by its officer or representative thereunto duly authorized has duly executed this Consent to Assignment and Agreement as of the date set forth beneath such officer’s or representative’s signature.

PACIFIC GAS AND ELECTRIC COMPANY

[PG&E Contact Information to be Supplied]

By:

Company: PACIFIC GAS AND ELECTRIC COMPANY

Signature: ___________________________

Print Name: ___________________________

Title: ___________________________

Date: ___________________________
IN WITNESS WHEREOF, each of the parties hereto by its officer or representative thereunto duly authorized has duly executed this Consent to Assignment and Agreement as of the date set forth beneath such officer’s or representative’s signature.

ASSIGNOR

[Assignor Contact Information to be Supplied]

By:

Company: ________________________________

Signature: ________________________________

Print Name: ______________________________

Title: ________________________________

Date: ________________________________
IN WITNESS WHEREOF, each of the parties hereto by its officer or representative thereunto duly authorized has duly executed this Consent to Assignment and Agreement as of the date set forth beneath such officer’s or representative’s signature.

Accepted and agreed to:

ASSIGNEE

[Assignee Contact Information to be Supplied]

By:

Company: __________________________________________

Signature: __________________________________________

Print Name: _________________________________________

Title: _______________________________________________

Date: _______________________________________________
ASSIGNED AGREEMENTS

[List of Agreements and Contracts to be Assigned to be Supplied]
ASSIGNEE CONTACT INFORMATION

The Assignee provides the following contact information to PG&E so PG&E may direct all future communication regarding the assigned Facility to the appropriate contact in a timely fashion. The related PG&E contact information also is provided below for the Assignee’s records.

For General Communications

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

For the Assignee:

Company Name
Primary Contact Name
Street Address
City, State, Zip
Phone number
Email Address

For PG&E:

Company Name
Attention:
Address
Mail Code:
City, State, Zip
Phone number
Email Address
For Billing and Payment

Billings and payments shall be sent to the addresses below:

For the Assignee:

Company Name
Primary Contact Name
Street Address
City, State, Zip
Phone number
Email Address

For PG&E:

Company Name
Attention:
Address
Mail Code:
City, State, Zip
Phone number
Email Address

Pacific Gas and Electric Company

Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

For the Assignee:

Company Name
Primary Contact Name
Street Address
City, State, Zip
Phone number
Email Address

Automated Document – Preliminary Statement Part A
For PG&E:

Company Name: Pacific Gas and Electric Company
Attention: 
Address: 
Mail Code: 
City, State, Zip: 
Phone number: 
Email Address: 

Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Assignee’s Operating Representative:

Company Name: 
Primary Contact Name: 
Street Address: 
City, State, Zip: 
Phone number: 
Email Address: 

Distribution Provider’s Operating Representative:

Company Name: Pacific Gas and Electric Company
Attention: 
Address: 
Mail Code: 
City, State, Zip: 
Phone number: 
Email Address: 

Changes to the Notice Information

Either Party may change this information by giving five (5) Business Days written notice prior to the effective date of the change.
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**SAMPLE FORMS**

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<td>Agreement to Perform Tariff Schedule Related Work, Rule 20A Electric Panel Service Conversions</td>
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<td>79-280</td>
<td>Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility Owned Generation and/or Electrical Standby Service (Electric Rule 2 and 21)</td>
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<td>79-702</td>
<td>Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service (Electric Rule 2 and 21) - Appendix A, Detail of Special Facilities Charges</td>
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<td>79-973</td>
<td>Generating Facility Interconnection Agreement</td>
<td>32037-E*</td>
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<td>79-1070</td>
<td>Addendum to Form 79-973 - Export Addendum for Generators Sized 2 Megawatts or Less</td>
<td>32043-E*</td>
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<td>79-974</td>
<td>Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities</td>
<td>34804-E</td>
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<td>79-988</td>
<td>Generating Facility Interconnection Agreement Third Party Non-Exporting</td>
<td>32040-E*</td>
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<td>79-992</td>
<td>Generating Facility Interconnection Agreement Third Party Generation or Premise Non-Exporting</td>
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<td>Rule 21 Generator Interconnection Agreement for Exporting Generating Facilities Interconnecting Under the Fast Track Process</td>
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<td>Rule 21 Exporting Generator Interconnection Request</td>
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<td>79-1162</td>
<td>Rule 21 Detailed Study Agreement</td>
<td>34142-E</td>
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<td>79-1163</td>
<td>Rule 21 Pre-Application Report Request</td>
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<td>79-1168</td>
<td>Supplemental Data Collection Form For Net Energy Metered Generating Facilities</td>
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**Advice Letter No:** 4725-E  
**Decision No.:** 25P4  
**Issued by:** Steven Malnight  
**Date Filed:** October 20, 2015  
**Effective Resolution No.:**
AT&T
Albion Power Company
Alcantar & Kahl LLP
Anderson & Poole
BART
Barkovich & Yap, Inc.
Bartle Wells Associates
Braun Blaising McLaughlin, P.C.

CENERGY POWER
CPUC
California Cotton Ginners & Growers Assn
California Energy Commission
California Public Utilities Commission
California State Association of Counties
Calpine
Casner, Steve
Center for Biological Diversity
City of Palo Alto
City of San Jose
Clean Power
Coast Economic Consulting
Commercial Energy
Cool Earth Solar, Inc.
County of Tehama - Department of Public Works
Crossborder Energy
Davis Wright Tremaine LLP
Day Carter Murphy
Defense Energy Support Center
Dept of General Services
Division of Ratepayer Advocates

Don Pickett & Associates, Inc.
Douglass & Liddell
Downey & Brand
Ellison Schneider & Harris LLP
G. A. Krause & Assoc.
GenOn Energy Inc.
GenOn Energy, Inc.
Goodin, MacBride, Squeri, Schlottz & Ritchie
Green Power Institute
Hanna & Morton
In House Energy
International Power Technology
Interstate Gas Services, Inc.
Kelly Group
Leviton Manufacturing Co., Inc.
Linde
Los Angeles County Integrated Waste Management Task Force
Los Angeles Dept of Water & Power
MRW & Associates
Manatt Phelps Phillips
Marin Energy Authority
McKenna Long & Aldridge LLP
McKenzie & Associates
Modesto Irrigation District
Morgan Stanley
NLine Energy, Inc.
NRG Solar
Nexant, Inc.
ORA
Office of Ratepayer Advocates
OnGrid Solar
Pacific Gas and Electric Company
Praxair
Regulatory & Cogeneration Service, Inc.
SCD Energy Solutions
SCE
SDG&E and SoCalGas
SPURR
San Francisco Water Power and Sewer
Seattle City Light
Sempra Energy (SoCal Gas)
Sempra Utilities
SoCalGas
Southern California Edison Company
Spark Energy
Sun Light & Power
Sunshine Design
Tecogen, Inc.
Tiger Natural Gas, Inc.
TransCanada
Troutman Sanders LLP
Utility Cost Management
Utility Power Solutions
Utility Specialists
Verizon
Water and Energy Consulting
Wellhead Electric Company
Western Manufactured Housing Communities Association (WMA)
YEP Energy