

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of PPL Electric Utilities :
Corporation for a Declaratory Order to :
Resolve Uncertainty Regarding Whether : P-2014-2420902
Certain Applicants Qualify as a :
“Customer-Generator” Eligible to :
Participate in Net Metering :

**SUNRISE ENERGY, LLC’S ANSWER, NEW MATTER and COUNTERCLAIM
TO PPL ELECTRIC UTILITIES CORPORATION’S PETITION**

AND NOW, comes Sunrise Energy, LLC (“Sunrise”), by and through its undersigned counsel, and files the within Answer and New Matter to PPL Electric Utilities Corporation’s (“PPL”) Petition and Counterclaim.

Sunrise, a solar power developer located in Pittsburgh, Pennsylvania, endeavors to deploy commercial-scale solar power facilities throughout Pennsylvania. Sunrise’s typical projects will generate 2-4 MW. Sunrise submitted three (3) Net Metering Interconnection Applications to PPL. PPL has outright denied Sunrise’s Net Metering Interconnection Application for one (1) facility, and has since issued a statement expressing uncertainty about the use of net metering with respect to all three (3) applications. Specifically, PPL claims there is “uncertainty” as to whether Sunrise, and other net meter applicants, qualify as “customer-generators” under Alternative Energy Portfolio Standards Act, 73 P.S. §§ 1648.1 *et. seq.* (the “Act”).

The Act became effective in 2004. When first enacted, the Pennsylvania Senate described the Act as:

An Act providing for the sale of electric energy generated from renewable and environmentally beneficial sources, for the acquisition of electric energy generated from renewable and environmentally beneficial sources by electric distribution and supply companies and for the powers and duties of the Pennsylvania Public Utility Commission.

PA B. Hist., 2004 Reg. Sess., S.B. 1030, 73 P.S. § 1648.1.

Further, in 2008, when the state legislature amended Title 66 concerning the regulatory powers of the PUC, the state House of Representatives stated:

The General Assembly recognizes the following public policy findings and declares that the following objectives of the Commonwealth are served by this Act:

(1) The health, safety and prosperity of all citizens of this Commonwealth are inherently dependent upon the availability of adequate, reliable, affordable, efficient and environmentally sustainable electric service at the least cost, taking into account any benefits of price stability over time and the impact on the environment.

(2) It is in the public interest to adopt energy efficiency and conservation measures and to implement energy procurement requirements designed to ensure that the electricity obtained reduces the possibility of electric price instability, promotes economic growth and ensures affordable and available electric service to all residents.

(3) It is in the public interest to expand the use of alternative energy and to explore the feasibility of new sources of alternative energy to provide electric generation in this Commonwealth.

Act of Oct. 15, 2008, P.L. 1592, No. 129.

Now, PPL comes before this Honorable Commission and requests, despite the clear directives to the contrary, that the PUC determine that proposed rulemaking (which has not even been offered for comment as of this date) creates uncertainty as to Sunrise's ability to utilize net metering. For the reasons set forth below, Sunrise respectfully requests that this Honorable Commission deny PPL's request for relief, and find in Sunrise's favor on its Counterclaim.

ANSWER

I. INTRODUCTION

1-3. The averments of Paragraphs 1-3 of PPL's Petition are admitted.

4. Upon reasonable investigation, Sunrise is without information or knowledge sufficient to form a belief as to truth of the averments set forth in Paragraph 4 of PPL's Petition. Further, as the averments of Paragraph 4 constitute conclusions of law, no responsive pleading is necessary.

5. The averments of Paragraph 5 of PPL's Petition are denied, as they are inconsistent with the plain language of the Act. Nothing within the Act, or associated PUC regulations, state that interconnectivity and net metering are permitted only on "small alternative energy systems." As the remaining averments of Paragraph 5 constitute conclusions of law, no responsive pleading is necessary.

6-7. As the averments of Paragraphs 6-7 of PPL's Petition constitute conclusions of law, no responsive pleading is necessary.

8. The averments of Paragraph 8 of PPL's Petition are admitted insofar as the PUC issued a Proposed Rulemaking Order on February 20, 2014 at Docket No. L-2014-2404361 (the "Proposed Order"). By way of further response, as the averments of Paragraph 8 refer to a written instrument that speaks for itself, the allegations in this Paragraph are denied to the extent that they inaccurately state or attempt to paraphrase the same. Nevertheless, it is denied that the Proposed Order would serve to clarify the "implied" intent of the Act. Rather, the Proposed Order would serve to preclude Sunrise and other solar power providers from fulfilling the intent of the Act, which, as is stated by the Pennsylvania legislature, is meant to foster the growth of

alternative energy sources. Further, there is no need to clarify the intent of the Act, as the plain language of the Act is clear, and mandates that Sunrise should be permitted to net meter.

9. The averments of Paragraph 9 of PPL's Petition are admitted in part. Sunrise admits that it has submitted three interconnectivity applications. Further, Sunrise's three applications have been improperly rejected. PPL rejected Sunrise's application for a facility at Beavertown premised upon the fact that the facility did not carry a non-generation load. (A true and correct copy of Sunrise's application and PPL's denial letter regarding Beavertown are attached hereto as Exhibits A and B, respectively.) PPL later retreated and instead deferred its decision pending the outcome of the Proposed Order. (PPL's subsequent deferral letter is attached hereto as Exhibit C) PPL later deferred decision on Sunrise's applications for facilities in East Berwick and Beach Haven. (True and correct copies of Sunrise's applications and PPL's deferral letters are attached hereto as Exhibits D, E, F and G.).¹ Upon reasonable investigation, Sunrise is without information or knowledge sufficient to form a belief as to truth of the remaining averments set forth in Paragraph 9 of PPL's Petition.

10. Upon reasonable investigation, Sunrise is without information or knowledge sufficient to form a belief as to truth of the averments set forth in Paragraph 10 of PPL's Petition. However, by way of further response, Sunrise believes that PPL's Petition is an attempt to perform an end-around of the PUC's proposed rulemaking procedure.

¹ These rejection/deferral letters are presently the basis of a separate lawsuit filed in the United States District Court for the Western District of Pennsylvania in a matter styled Sunrise Energy, LLC v. PPL Corporation, et al., CA No.: 2:14-cv-618-DSC.

II. LEGAL STANDARD

11-13. As the averments of Paragraphs 11-13 of PPL's Petition constitute conclusions of law, no responsive pleading is necessary.

14-15. The averments of Paragraphs 14-15 of PPL's Petition are denied. The Act and attendant regulations clearly do not require a non-generation load. Rather, PPL's reading into the Act a requirement of a non-generation load is an attempt to avoid purchasing clean, alternative energy—which is specifically the intended and, more importantly, stated purpose of the Act. Moreover, under the Act and the attendant regulations pertaining to the same, PPL is entitled to receive a full cost recovery for any expenses they incur by complying with the Act.

III. DISCUSSION

16. As the averments of Paragraph 16 of PPL Petition refer to a written instrument that speaks for itself, the allegations in this Paragraph are denied to the extent that they inaccurately state or attempt to paraphrase the same. By way of further response, as the averments of Paragraph 16 constitute conclusions of law, no responsive pleading is necessary.

17-18. Upon reasonable investigation, Sunrise is without information or knowledge sufficient to form a belief as to truth of the averments set forth in Paragraphs 17-18 of PPL's Petition.

19. The averments of Paragraph 19 of PPL's Petition are admitted in part and denied in part. It is denied that PPL is unable to ascertain the customer or the size limitation. Moreover, PPL made no effort to ascertain the same by seeking clarification from Sunrise. To the extent not denied herein, the remaining averments of Paragraph 19 are admitted.

20. The averments of Paragraph 20 of PPL's Petition are admitted in part and denied in part. It is denied that a non-generation load is required. It is further denied that a non-generation load would not be located on-site. Rather, the Beavertown facility would include various lighting and security measures. Further, it is denied that the Beavertown facility is projected to have a daytime summer and winter peak demand of 0kW. In fact, it is not even known how PPL determined these facts, as they were not requested on Sunrise's interconnectivity application. Moreover, there will be demand any time people are at the facility, or at such times that the lights and security systems are in operation. To the extent not denied herein, the remaining averments of Paragraph 20 are admitted.

21. The averments of Paragraph 21 of PPL's Petition are admitted in part and denied in part. It is denied that PPL is unable to ascertain the customer or the size limitation. Moreover, PPL has made no effort to ascertain the same by seeking clarification from Sunrise. To the extent not denied herein, the remaining averments of Paragraph 21 are admitted.

22. The averments of Paragraph 22 of PPL's Petition are admitted in part and denied in part. It is denied that a non-generation load is required. It is further denied that a non-generation load would not be located on-site. Rather, Sunrise's East Berwick facility would include various lighting and security measures. Further, it is denied that the East Berwick facility is projected to have a daytime summer and winter peak demand of 0kW. In fact, it is not even known how PPL determined these facts, as they were not requested on Sunrise's interconnectivity application. Moreover, there will be demand any time people are at the facility, or at such times that the lights and security systems are in operation. To the extent not denied herein, the remaining averments of Paragraph 22 are admitted.

23. The averments of Paragraph 23 of PPL's Petition are admitted in part and denied in part. It is denied that PPL is unable to ascertain the customer or the size limitation. Moreover, PPL has made no effort to ascertain the same by seeking clarification from Sunrise. To the extent not denied herein, the remaining averments of Paragraph 23 are admitted.

24. The averments of Paragraph 24 of PPL's Petition are admitted in part and denied in part. It is denied that a non-generation load is required. It is further denied that a non-generation load would not be located on-site. Rather, the Beach Haven facility would include various lighting and security measures. Further, it is denied that the Beach Haven facility is projected to have a daytime summer and winter peak demand of 0kW. In fact, it is not even known how PPL determined these facts, as they were not requested on Sunrise's interconnectivity application. Further, Sunrise intended to build a 5,000 square foot facility on this site to provide field technicians a location where they would be able to perform field maintenance and fabrication. Moreover, there will be demand any time people are at the facility, or at such times that the lights and security systems are in operation. To the extent not denied herein, the remaining averments of Paragraph 24 are admitted.

25. Sunrise incorporates by reference its response to Paragraphs 17-24 as if set forth in their entirety in response to Paragraph 25 of PPL's Petition. Moreover, nothing within the Act or current regulatory scheme requires a non-generation load for net metering.

26. Upon reasonable investigation, Sunrise is without information or knowledge sufficient to form a belief as to truth of the averments set forth in Paragraph 26 of PPL's Petition.

27. The averments of Paragraph 27 of PPL's Petition are denied. The Act and attendant regulations clearly do not require a non-generation load. Rather, PPL's reading into the

Act a requirement of a non-generation load is an attempt to avoid purchasing clean, alternative energy—which is specifically the intended and, more importantly, stated purpose of the Act. Moreover, under the Act and the attendant regulations pertaining to the same, PPL is entitled to receive a full cost recovery.

28. As the averments of Paragraph 28 of PPL’s Petition constitute conclusions of law, no responsive pleading is necessary.

29. The averments of Paragraph 29 of PPL’s Petition are denied as stated. To the contrary, PPL has deferred decisions on Sunrise’s interconnectivity applications; thus, without permission to interconnect, Sunrise is unable to sell energy.

30. As the averments of Paragraph 30 of PPL’s Petition constitute conclusions of law, no responsive pleading is necessary.

31. The averments of Paragraph 31 of PPL’s Petition are admitted to the extent that there is a certificate of service attached to PPL’s Petition indicating service.

IV. CONCLUSION

For the reasons stated above, PPL’s request for relief should be denied.

WHEREFORE, Respondent, Sunrise Energy, LLC, respectfully requests that PPL’s Petition be dismissed as a matter of law and/or its requested relief be denied.

NEW MATTER

32. Sunrise incorporates Paragraphs 1 through 31 of its Answer as if set forth in their entirety herein.

33. PPL's Petition should be dismissed as a matter of law, as it is premature. The requirements of the administrative rule making procedure have yet to be complete.

34. PPL's Petition should be dismissed as a matter of law, as it fails to set forth a cause of action under which relief may be granted.

35. PPL's Petition should be dismissed as a matter of law, as its interpretation of the Act and alleged necessity of a non-generation load is inaccurate and contrary to the clear language of the Act.

WHEREFORE, Respondent, Sunrise Energy, LLC, respectfully requests that PPL's Petition be dismissed as a matter of law.

COUNTERCLAIM

36. Sunrise incorporates Paragraphs 1 through 35 of its Answer and New Matter as if set forth in their entirety herein.

37. On March 11, 2014, Sunrise submitted its interconnectivity application to PPL for the Beavertown facility.

38. PPL did not respond until March 25, 2014 when it denied Sunrise permission to utilize net metering for the Beavertown facility.

39. On April 14, 2014, PPL reversed course and indicated that it was not certain if Sunrise could use net metering, and that PPL would be seeking guidance from the PUC.

40. On April 1, 2014, Sunrise submitted its interconnectivity application to PPL for the East Berwick facility.

41. PPL never approved or denied Sunrise's interconnectivity application for net metering; instead, on April 14, 2014, PPL indicated that it was not certain if Sunrise could use net metering, and that PPL would be seeking guidance from the PUC.

42. On April 16, 2014, Sunrise submitted its interconnectivity application to PPL for the Beach Haven facility.

43. PPL never approved or denied Sunrise's interconnectivity application for net metering; instead, on April 30, 2014, PPL indicated that it was not certain if Sunrise could use net metering, and that PPL would be seeking guidance from the PUC.

44. Pursuant to 52 Pa.Code § 75.39(b)(2), PPL is required to provide Sunrise an answer to an interconnectivity application within ten (10) days informing them that either the application is complete or, in the alternative, the remaining information required to complete the interconnection request.

45. As is detailed above, PPL is in violation of 52 Pa.Code § 75.39(b)(2), and should be sanctioned and fined for its violations.

WHEREFORE, Respondent, Sunrise Energy, LLC, respectfully requests that this Honorable Commission award fines and sanctions against PPL for the conduct described herein.

THE LAW OFFICES OF A. MICHAEL
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Petition of PPL Electric Utilities :
Corporation for a Declaratory Order to :
Resolve Uncertainty Regarding Whether : P-2014-2420902
Certain Applicants Qualify as a :
"Customer-Generator" Eligible to :
Participate in Net Metering :

VERIFICATION

I verify that the averments of fact made in the foregoing Sunrise Energy, LLC's Answer, New Matter and Counterclaim to PPL Electric Utilities Corporation's Petition are true and correct and based on my personal knowledge, information or belief. I understand that averments of fact in said document are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsifications to authorities.

5/27/14
Dated


David N. Homrich

INTERCONNECTION APPLICATION

For a Level 2, 3 or 4 Review – Applicants proposing to install generation approaching 2,000 kW or larger should contact the EDC for guidance in determining the appropriate application process.

(To be filled out and submitted prior to installation)

CUSTOMER GENERATOR CONTACT INFORMATION

Legal Name and Mailing Address of Customer-Generator: (if an Individual, Individual's Name)

Name: Sunrise Energy, LLC
Mailing Address: 151 Evandale Drive
City: Pittsburgh State: PA Zip Code: 15220
Contact Person (If other than Above): David N. Hommrich
Mailing Address (If other than Above): _____
Telephone (Daytime): 412-527-5072 (Evening): 412-527-5072
Facsimile Number: 412-564-9690 E-Mail Address: dhommrich@sunrise-energy.net

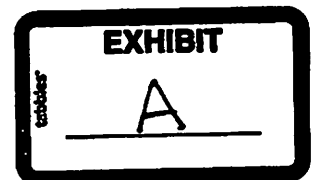
Alternative Contact Information: (if different from Customer-Generator above)

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Facsimile Number: _____ E-Mail Address: _____

The Customer-Generator Facility's Information:

Facility Address: Parcel Ident. No. 17-10-059, Market Street, Spring Township, Snyder County, PA, adjacent to Beavertown substation, on State Route 522
City: Beavertown State: PA Zip Code: 17813
Nearest Crossing Street: Parkay Avenue
Electric Distribution Company ("EDC"): PPL Electric Utility Corporation
Account #: new service location Meter #: new service location
Existing Service Voltage: 480 VAC Existing Service Capacity: 2,400 Amps 3 Phase
Current Annual Energy Consumption: n/a kWh Estimated In-service Date: 9/15/2014
Do you plan to export power? Yes, Regularly.
If Yes, Estimated Maximum: 1,950 kW_{AC}, Estimated Gross Annual Energy Production: 2,418,000 kWh
One-line Diagram Attached (Required): Yes Site Plan Attached (Required): Yes
Energy Source: Solar, Photovoltaic Gross Generator Rating: 1,950 kW_{AC}
Utility Accessible Disconnect or Lock Box: Yes

Requested Level of Review: Level 2 Type of Generation Equipment: Inverter



Equipment Installation Contractor: Indicate by owner if applicable

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Electrical Contractor: (If Applicable) Indicate if not applicable

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Consulting Engineer: (If Applicable) Indicate if not applicable

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Application Fee:

The Applicant shall deposit a not refundable application fee which is approved by the Pennsylvania Public Utility Commission and is listed on the EDC's Website. Depending on the level of review and nature of the energy generating equipment, additional study and review fees, as permitted by Pennsylvania Public Utility Commission Regulations may be required and are not a part of the aforementioned application fee.

Application Fee Enclosed: Select

Amount: n/a


Customer-Generator Insurance Disclosure:

General Liability Insurance coverage is not required under the Pennsylvania Public Utility Commission's Regulations. However, the Customer still has responsibility and/or liability for any damage(s) or injury(ies) caused by the Customer-Generator Facility and/or the Customer's Interconnection Facilities. The Customer-Generator is advised to consider obtaining appropriate coverage.

Customer-Generator Signature:

I hereby certify that to the best of my knowledge, all of the information provided in this Application is accurate.

Legal Name of Customer-Generator: Sunrise Energy, LLC

Customer-Generator Signature:  Date: 3/11/2014

Printed Name: David N. Hommrich Title: President

**Customer-Generator Equipment Information for Inverter Based Systems
(May be applicable to a Level 2, 3 or 4 Review)**

DC Source information:

Energy Source: Select Solar PV

DC Source Rating: 2,495 kW_{DC}

Nominal DC Voltage: 900 V_{DC}

Ampere Rating: 60 Amps DC (This number represents the nominal amps per 30 kVA inverter)

Inverter Information:

Inverter Manufacturer: Power-One

Inverter Type; Select Type

Model Number of Inverter: TRIO-27.6TL

Number of Units: 66

Inverter Rating: 30 kW_{AC}

Voltage Rating: 480 Volts_{AC}

Ampere Rating: 36 Amps_{AC}

Power Factor: (capable of 0.8 / 0.8 lead / lag)

Number of Phases: 3 phases

Frequency: 60 Hz,

IEEE1547/UL1741 Certification: Yes

Evidence of Certification attached: Yes

**Customer-Generator Equipment Information for Parallel Rotating Equipment Based Systems
(May be applicable to a Level 3 or 4 Review)**

It is anticipated that many projects proposing to utilize directly coupled rotating generation may not have the specific information necessary for the EDC to adequately evaluate the impact of the proposed facility on the EDC's electrical distribution system at the time of the initial application. Often times the equipment for which this information is needed hasn't been specified. The type information necessary may be conveyed during a scoping meeting or other correspondence early on during the project development. Depending on the nature of the project, this is often an iterative process. Different EDC's analytical systems may require that data be provided conforming to specific standard formats which will be conveyed by the EDC. While not all inclusive, examples of the information commonly required are as follows:

For Synchronous Machines: Copies of the Saturation Curve and the Vee Curve - Salient vs. Non-Salient - Torque: (lb-ft) - Rated RPM - Field Amperes at rated generator voltage and current and % PF over-excited - Maximum Leading and Lagging Reactive Output Power - Type of Exciter - Output Power of Exciter - Type of Voltage Regulator - Direct-axis Synchronous Reactance (X_d) ohms - Direct-axis Transient Reactance ($X'd$) ohms - Direct-axis Sub-transient Reactance ($X''d$) ohms - Rated Nominal Frequency

For Induction Machines: Rotor Resistance (R_r) ohms - Exciting Current (Amps) - Rotor Reactance (X_r) (ohms) - VARs (No Load) - Magnetizing Reactance (X_m) - Stator Resistance (R_s) - VARs (Full Load) - Stator Reactance (X_s) - Short Circuit Reactance ($X''d$) - Number of Phases - Frame Size - Design Letter - Temp. Rise °C

Protective Equipment: The Customer-Generator shall design a protective scheme that will provide the protective functions specified in IEEE 1547 and submit it to the EDC for review & acceptance. The submittal shall include a single line drawing showing the location of instrument transformers (current and voltage) and the location of the relays, breakers and fuses. Indicate the

manufacturer and model number of each type of device. Breaker data shall include continuous and interrupting ampere ratings. If relays are used, indicate function, the tripping source and its voltage.

Isolation Transformer: Manufacturer - Manufacturer reference number - Nominal Voltage Ratio – High / Low Voltage Taps - Number of Units - Rated kVA – Percentage Impedance @ kVA base – High / Low Voltage Winding Configuration

PPL Electric Utilities
Renewable Energy
827 Hausman Road
Allentown, PA 18104-9392
Tel. 888-220-9991 Option 4 Fax 484.634.3260
www.pplelectric.com



Sunrise Energy LLC
Dave Hommrich

Service Address:
Route 522
Beavertown

March 25, 2014

Re: WO#44026849-New Service

PPL has received and processed your application for interconnection of renewable generation equipment. We have assigned work request number **44031692** to track your job. Please use this number when requesting information concerning the status of this request, and also when submitting your Underwriter's inspection card and Certificate of Completion.

We base our evaluation of the planned interconnection on the information provided in your application; therefore, you must notify us of any changes to avoid delays or potential costs to you. Based on the inverter specified in your application and receipt of "Certificate of Completion" (Part 2 of the Interconnection Agreement) signed by a licensed UL Electrical Inspector, we may waive our right to inspection and witness testing.

PPL EU has reviewed your Net Metering application for a 1.95 MW generator with Security/General lighting totaling 200 watts at a new service. As there is no non-generation load, your proposal does not meet the intent of the AEPS Act. Based on our interpretation of the Net Metering Tariff and subsequent PUC Orders, your proposal does not qualify for Net Metering.

Note - PPL Electric Utilities will not purchase Surplus Renewable Generation from Customer's participating in Customer Choice and have another generation supplier, nor from Customers that do not qualify for Net Metering.

Please review the attached Interconnection Information pertaining to Net Metering. Also included in this attachment is information regarding the Interconnection Application Procedure and the steps taken during the review of an application.

If you have any questions, please call us at 1-888-220-9991.

Sincerely,

Krista T Schmoyer
Business Accounts Renewable Team
PPL Electric Utilities



Interconnection Information:

PPL Electric Utilities Permanent Account: The renewable equipment must be connected to a permanent PPL Electric Utilities Account with existing continual non-generation load:

This Rider applies to renewable customer-generators served under Rate Schedules RS, GS-1, GS-3, and LP-4 who install a device or devices which are, in the Company's judgment, subject to Commission review, a bona fide technology for use in generating electricity from qualifying Tier I or Tier II alternative energy sources, pursuant to the Alternative Energy Portfolio Standards Act No. 2004-213 (Act 213) or Commission regulations, and which will be operated in parallel with the Company's system. This Rider is available to installations where any portion of the (C) electricity generated by the renewable energy generating system offsets part or all of the customer generator's requirements for electricity. **A renewable customer-generator is a non-utility owner or operator of a net metered generation system with a nameplate capacity of not greater than 50 kilowatts, if installed at a residential service (RS), or not larger than 3,000 kilowatts at other customer service locations (Rate Schedules GS-1, GS-3 and LP-4)**

Price Per kWh and the Impact of Customer Choice

The price per kWh for annual surplus renewable generation is based on PPL Electric Utilities' current price to compare for generation as specified in the Net Metering Rider. Surplus kWh is the customer generated kilowatt-hours in excess of what PPL Electric Utilities delivered during that PJM year (May – May). The price to compare can change quarterly. Note - PPL Electric Utilities will not purchase Surplus Renewable Generation from Customer's participating in Customer Choice and have another generation supplier.

Net Metering for Renewable Customer-Generators link to Tariff: <https://www.pplelectric.com/at-your-service/electric-rates-and-rules/current-electric-tariff/~media/PPLElectric/At%20Your%20Service/Docs/Current-Electric-Tariff/net-metering-renewable.pdf>

EGS(Electric Generation Supplier) List / PUC Web Page

The credit or compensation terms for excess electricity produced by customer-generators who are customers of EGSs shall be stated in the service agreement between the customer-generator and the EGS.
<http://www.puc.state.pa.us/utilitychoice/listofsupp.aspx?ut=ec&ShowSupp=9>

VIRTUAL METERING

Meter aggregation on properties owned, or leased and operated, by a customer-generator shall be allowed for purposes of net metering. Meter aggregation shall be limited to meters located on properties within two (2) miles of the boundaries of the customer-generator's property. Meter aggregation shall only be available for properties located within the Company's service territory. For customer-generators involved in virtual meter aggregation programs, a credit shall be applied first to the meter through which the generating facility supplies electricity to the Company's distribution system, then through the remaining meters (for the customer generator's account) equally at each meter's designated rate under the applicable Rate Schedule. Virtual meter aggregation is the combination of readings and billing for all meters, regardless of rate class, installed on properties owned, or leased and operated, by a customer-generator by use of the Company's billing process, rather than through physical rewiring of the customer-generator's owned or leased property for a physical, single-point of contact. The customer-generators are responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule

Interconnection Application Procedure:

Step 1. Application Materials Review: In order for customers to install renewable generation and connect to the PPL system, the customer must submit, for review and acceptance:

- (A) An application for interconnection accompanied by
- (B) Proposed equipment info / spec to be installed and
- (C) A one-line diagram of the connection at the customer's facility.

Customer Generation

The necessary application materials along with specific diagrams and sketches can be found by using the web link below: <https://www.pplelectric.com/at-your-service/electric-rates-and-rules/customer-owned-generation.aspx>

Service Upgrade

NOTE -The customer should review the size of their Service Entrance Equipment with the Electrical Contractor and / or Solar Contractor to determine if the equipment must be upgraded to accommodate the added load from the installation of the Renewable Energy Equipment.

Please reface the Link below for further information: <https://www.pplelectric.com/at-your-service/for-business-customers/building-or-renovating.aspx>

NOTE - Please reference the publicly-available documentation of the 200kW single phase generation limit in the "Relay and Control Requirements for Parallel Operation of Generation". See pages 42 and 43, under the definition of "Type 1": <https://www.pplelectric.com/at-your-service/electric-rates-and-rules/~//media/PPLElectric/At%20Your%20Service/Docs/Customer-Owned-Generation/ParallelGenerationRequirements.pdf>

Step 2. PPL Electric Utilities Facility Review (METHOD OF ACCOMMODATION -- (M.O.A). PPL Electric Utilities reserves the right to complete a review of its service equipment (both at the site and from the substation to the site) to determine if any upgrades will be required to accommodate the customer owned generation equipment. (NOTE) Customer costs from PPL Electric Utilities may be incurred for upgrades and / or modifications to our equipment. Should it be determined that Line and Substation modifications will be necessary to serve the location, the customer will be required to send a Letter of Authorization (LOA) for PPL to start engineering and to commit to the projected costs to complete the required work. The timeline for engineering and construction to provide service can range from 5 to 9 months.

Step 3. Equipment Installation Review (Parallel Generation Protection Review -- (P.G.P): Equipment must be certified to the IEEE 1547 and UL 1741 standards; this ensures that the equipment has proper protection to connect with PPL system. The system must be installed and inspected in compliance with the provisions of the National Electrical Code and other applicable codes and standards as well as the local Building / Electrical Code. (NOTE) PPL requests customers to connect their generation via a secondary breaker in the customer's main service panel. This places the generation on the load side of the main breaker, which also serves as the point-of-contact protection and disconnecting device. If the main breaker trips, the customer's generation and loads are both isolated from the PPL system.

NOTE - For more detailed information, please use the Link below to Sketch 56 through 59B in PPL's Rules for Electric Meter & Service Installation (REMSI):

Distributed Generation Organization Map

| Metering Type | Voltage | | Load Center Bus Bar Rating | Sketch # |
|---------------------|----------------|------------|----------------------------|------------|
| Self-Contained | Less than 480V | | Up to and Including 20% | <u>56</u> |
| | | | Over 20% | <u>56A</u> |
| 480V Self-Contained | 480V | | Up to and Including 20% | <u>57</u> |
| | | | Over 20% | <u>57A</u> |
| CT/Secondary | Less than 600V | | Up to and Including 20% | <u>58</u> |
| | | | Over 20% | <u>58A</u> |
| 12 kV | 12 kV | Pole Mount | Up to and Including 20% | <u>59</u> |
| | | Switchgear | Over 20% | <u>59A</u> |
| | | | All Options | <u>59B</u> |

Step 4. Verification Agreements: After your application materials been reviewed by PPL and the installation is complete, forward the following signed documents to us:

(A) Interconnection Agreement

(B) Certificate of Completion with Electrical Inspection Card, please mail to:

PPL Electric Utilities
 Attn: Business Account Services
 827 Hausman Road
 Allentown, PA 18104-9392
businessaccounts@pplweb.com

(C) Completed W-9 Form please mail to:

PPL Services Corporation
 Attn: Cash Operations – GENTW13
 2 North Ninth Street
 Allentown, PA 18101-1179

NOTE: PJM Contact Information :
IPP (Independent Power Projects)
 Susan McGill
 Interconnection Projects
 PJM Interconnection, L.L.C.
 (610) 666-4573 mcgills@pjm.com



Please complete all three parts below.

| | |
|---------------------------------|--|
| PPL Use only: Account Number | |
|---------------------------------|--|

Part 1 - Tax Identification:

Name: _____

If you are a **SOLE PROPRIETOR** or **SINGLE-OWNER LLC** } Required - Personal name of owner of the business: _____
 Optional - Business name if different from above: _____

Enter your TIN in the appropriate box.

For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

| | | |
|------------------------|----|--------------------------------|
| Social Security Number | OR | Employer Identification Number |
| _____ | | _____ |

Part 2 - Exemption: If exempt from Form 1099 reporting, check your qualifying exemption reason below:

- Corporation**
Note that there is no corporate exemption for medical and healthcare payments or payments for local services.
- Tax Exempt Charity** under 501(c)(3) (includes 501(c)(3), or IRA)
- The United States** or any of its agencies or instrumentalities
- A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or agencies**
- A foreign government or any of its political subdivisions or an international organization in which the United States participates under a treaty or Act of Congress**

Part 3 - Signature: I am a U.S. person (including a U.S. resident alien):

Person completing this form: _____

Title: _____

Signature: _____ Date: _____

Tax correspondence address: _____

City: _____ State: _____ ZIP: _____

Phone: (_____) _____

Instructions: We are about to pay you an amount that may be reported to the Internal Revenue Service (IRS). The IRS will match this amount to your tax return. In order to avoid additional IRS scrutiny, we must provide the IRS with your name and Taxpayer Identification Number. The name we need is the name that you use on the tax return that will report this amount. We are required by law to obtain this information from you.

U.S. person. This form may be used only by a U.S. person, including a resident alien. Foreign persons should furnish us with the appropriate Form W-8.

Exempt from backup withholding. On page 2 of this form is a chart showing who is exempt from backup withholding. If you are exempt from backup withholding, indicate the reason why in part 2 of this form, and we will not send you a Form 1099.

Penalties: Your failure to provide a correct name and Taxpayer Identification Number may subject your payments to 28% federal income tax backup withholding. If you do not provide us with this information, you may be subject to a \$50 penalty imposed by IRS under section 6723. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 civil penalty. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Confidentiality: If we disclose or use your Taxpayer Identification Number in violation of Federal law, we may be subject to civil and criminal penalties.

Instructions continued on Page 2

Please return this form to PPL Services Corporation in the enclosed envelope. Thank you for your cooperation.

PPL Services Corporation
 Cash Operations - GENTW13
 2 N. Ninth Street
 Allentown, PA 18101
 (610)774-4209 fax (610)774-4415

Instructions continued from page 1

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then complete the rest of the form. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities. Other payees that may be exempt from backup withholding include:
6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;
9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| If the payment is for . . . | THEN the payment is exempt for . . . |
|--|--|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 6 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt recipients 1 through 7 ² |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a Federal executive agency.

Privacy Act Notice

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply. Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause."

Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption. If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions above and on the reverse.



Dear Mr.Hommrich:

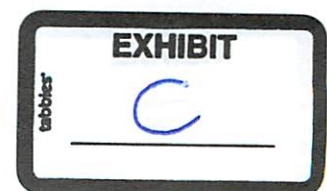
PPL Electric Utilities Corporation (“PPL EU”) acknowledges receipt of your Net Metering Application dated March 11, 2014 (“Application”). Based on our preliminary review of your Application and the current state of the law regarding net metering, there is substantial uncertainty whether the alternative energy system proposed in your application qualifies as a “customer-generator” for purposes of net metering.

Under the Alternative Energy Portfolio Standards Act of 2004 (“AEPS Act”), 73 P.S. § 1648.1, *et seq.* and the implementing regulations promulgated by the Pennsylvania Public Utility Commission (“PUC”), 52 Pa. Code § 75.1, *et seq.*, net metering is available to a customer-generator when any portion of the electricity generated by the alternative energy system is used to offset part of all of the customer-generator’s requirements for electricity. PPL EU’s current net metering tariff provision similarly provides that net metering is available only to installations where any portion of the electricity generated by the renewable energy generating system offsets part or all of the customer-generator’s requirements for electricity.

Two recent orders issued by the PUC have raised substantial uncertainty regarding the requirements to qualify as a “customer-generator” eligible to participate in net metering. *See Moyer v. PPL Electric Utilities Corporation*, Docket No. C-2011-2273645 (Opinion and Order entered January 9, 2014); *see also Implementation of the Alternative Energy Portfolio Standards Act of 2004*, Docket No. L-2014-2404361 (Proposed Rulemaking Order entered February 20, 2014). Specifically, the PUC has explained that the AEPS Act and the existing net metering regulations to require, among other things, that an alternative energy system meet the following conditions to qualify as a “customer-generator” eligible to participate in net metering:

The first condition requires the customer-generator to have load, independent of the alternative energy system, behind the meter and point of interconnection of the alternative energy system. To be independent, the electric load must have a purpose other than to support the operation, maintenance or administration of the alternative energy system. This provision makes explicit what was previously implied in the AEPS Act and the regulations.

This requirement is implied in the AEPS Act definition of net metering where it states that net metering is the means of measuring the difference between the electricity supplied by an electric utility and the electricity generated by the customer-generator when any portion of the electricity generated by the alternative energy generating system is used to offset part or all of the customer-generator’s requirements for electricity. If there is no



independent load behind the meter and point of interconnection for the alternative energy system, by definition, the customer-generator has no requirement for electricity to offset. In addition, this requirement is implied in the current regulations, where it states that EDCs shall offer net metering to customer-generators that generate electricity on the customer-generator's side of the meter. Again, there would be no need for a customer's electric meter if there was no independent demand for electricity.... Thus, to preclude utilities, such as merchant generators, from qualifying for net metering, we require load independent of the generation facility. To do otherwise would be contrary to the definition of a customer-generator that only includes nonutility owners and operators of alternative energy systems.

See Proposed Rulemaking Order, Slip Op. at p. 11.

Based upon our review of your Application, it is unclear whether there will be independent electric load that will have a purpose other than to support the operation, maintenance, or administration of the proposed alternative energy system. Further, it is uncertain from the Proposed Rulemaking whether alternative energy systems sized such as the one proposed in your Application will remain eligible for net metering. Given the substantial uncertainty regarding the requirements to qualify as a "customer-generator" eligible to participate in net metering, it is unclear at this time whether your proposed alternative energy system qualifies for net metering.

Please be advised that PPL EU plans to file in the near future an appropriate pleading with the PUC requesting a determination of whether your proposed alternative energy system qualifies as a "customer-generator" eligible to participate in net metering. You will be served with a copy of any such filing and will have the right to fully participate in any formal proceeding before the PUC.

Sincerely,

Krista Schmoyer
Business Accounts
PPL Electric Utilities

INTERCONNECTION APPLICATION

For a Level 2, 3 or 4 Review – Applicants proposing to install generation approaching 2,000 kW or larger should contact the EDC for guidance in determining the appropriate application process.

(To be filled out and submitted prior to installation)

CUSTOMER GENERATOR CONTACT INFORMATION

Legal Name and Mailing Address of Customer-Generator: (if an Individual, Individual's Name)

Name: Sunrise Energy, LLC

Mailing Address: 151 Evandale Drive

City: Pittsburgh State: PA Zip Code: 15220

Contact Person (If other than Above): David N. Hommrich

Mailing Address (If other than Above): _____

Telephone (Daytime): 412-527-5072 (Evening): 412-527-5072

Facsimile Number: 412-564-9690 E-Mail Address: dhommrich@sunrise-energy.net

Alternative Contact Information: (if different from Customer-Generator above)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

The Customer-Generator Facility's Information:

Facility Address: Parcel Ident. No. 55-P3-A-9 1915-1080, Salem Blvd., East Berwick, PA, adjacent to East Berwick, PA substation, on State Route 11

City: Berwick State: PA Zip Code: 18603

Nearest Crossing Street: Bomboy Lane

Electric Distribution Company ("EDC"): PPL Electric Utility Corporation

Account #: new service location Meter #: new service location

Existing Service Voltage: 480 VAC Existing Service Capacity: 2,400 Amps 3 Phase

Current Annual Energy Consumption: n/a kWh Estimated In-service Date: 9/15/2014

Do you plan to export power? Yes. Regularly.

If Yes, Estimated Maximum: 1,950 kW_{AC}, Estimated Gross Annual Energy Production: 3,094,000 kWh

One-line Diagram Attached (Required): Yes Site Plan Attached (Required): Yes

Energy Source: Solar, Photovoltaic Gross Generator Rating: 1,950 kW_{AC}

Utility Accessible Disconnect or Lock Box: Yes

Requested Level of Review: Level 2

Type of Generation Equipment: Inverter



Equipment Installation Contractor: Indicate by owner if applicable

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Electrical Contractor: (If Applicable) Indicate if not applicable

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Consulting Engineer: (If Applicable) Indicate if not applicable

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Application Fee:

The Applicant shall deposit a not refundable application fee which is approved by the Pennsylvania Public Utility Commission and is listed on the EDC's Website. Depending on the level of review and nature of the energy generating equipment, additional study and review fees, as permitted by Pennsylvania Public Utility Commission Regulations may be required and are not a part of the aforementioned application fee.

Application Fee Enclosed: Select

Amount: n/a


Customer-Generator Insurance Disclosure:

General Liability Insurance coverage is not required under the Pennsylvania Public Utility Commission's Regulations. However, the Customer still has responsibility and/or liability for any damage(s) or injury(ies) caused by the Customer-Generator Facility and/or the Customer's Interconnection Facilities. The Customer-Generator is advised to consider obtaining appropriate coverage.

Customer-Generator Signature:

I hereby certify that to the best of my knowledge, all of the information provided in this Application is accurate.

Legal Name of Customer-Generator: Sunrise Energy, LLC

Customer-Generator Signature:  Date: 3/30/2014

Printed Name: David N. Hommrich Title: President

**Customer-Generator Equipment Information for Inverter Based Systems
(May be applicable to a Level 2, 3 or 4 Review)**

DC Source information:

Energy Source: Select Solar PV

DC Source Rating: 3,094 kW_{DC}

Nominal DC Voltage: 900 V_{DC}

Ampere Rating: 60 Amps DC (This number represents the nominal amps per 30 kVA inverter)

Inverter Information:

Inverter Manufacturer: Power-One

Inverter Type: Select Type

Model Number of Inverter: TRIO-27.6TL

Number of Units: 66

Inverter Rating: 30 kW_{AC}

Voltage Rating: 480 Volts_{AC}

Ampere Rating: 36 Amps_{AC}

Power Factor: (capable of 0.8 / 0.8 lead / lag)

Number of Phases: 3 phases

Frequency: 60 Hz,

IEEE1547/UL1741 Certification: Yes

Evidence of Certification attached: Yes

**Customer-Generator Equipment Information for Parallel Rotating Equipment Based Systems
(May be applicable to a Level 3 or 4 Review)**

It is anticipated that many projects proposing to utilize directly coupled rotating generation may not have the specific information necessary for the EDC to adequately evaluate the impact of the proposed facility on the EDC's electrical distribution system at the time of the initial application. Often times the equipment for which this information is needed hasn't been specified. The type information necessary may be conveyed during a scoping meeting or other correspondence early on during the project development. Depending on the nature of the project, this is often an iterative process. Different EDC's analytical systems may require that data be provided conforming to specific standard formats which will be conveyed by the EDC. While not all inclusive, examples of the information commonly required are as follows:

For Synchronous Machines: Copies of the Saturation Curve and the Vee Curve - Salient vs. Non-Salient - Torque: (lb-ft) - Rated RPM - Field Amperes at rated generator voltage and current and % PF over-excited - Maximum Leading and Lagging Reactive Output Power - Type of Exciter - Output Power of Exciter - Type of Voltage Regulator - Direct-axis Synchronous Reactance (X_d) ohms - Direct-axis Transient Reactance ($X'd$) ohms - Direct-axis Sub-transient Reactance ($X''d$) ohms - Rated Nominal Frequency

For Induction Machines: Rotor Resistance (R_r) ohms - Exciting Current (Amps) - Rotor Reactance (X_r) (ohms) - VARs (No Load) - Magnetizing Reactance (X_m) - Stator Resistance (R_s) - VARs (Full Load) - Stator Reactance (X_s) - Short Circuit Reactance ($X''d$) - Number of Phases - Frame Size - Design Letter - Temp. Rise °C

Protective Equipment: The Customer-Generator shall design a protective scheme that will provide the protective functions specified in IEEE 1547 and submit it to the EDC for review & acceptance. The submittal shall include a single line drawing showing the location of instrument transformers (current and voltage) and the location of the relays, breakers and fuses. Indicate the

manufacturer and model number of each type of device. Breaker data shall include continuous and interrupting ampere ratings. If relays are used, indicate function, the tripping source and its voltage.

Isolation Transformer: Manufacturer - Manufacturer reference number - Nominal Voltage Ratio
– High / Low Voltage Taps - Number of Units - Rated kVA – Percentage Impedance @ kVA base –
High / Low Voltage Winding Configuration

Level 2, 3 or 4 Interconnection Agreement

This Interconnection Agreement ("Agreement") is made and entered into this ____ day of _____, 2009, by The Select Utility, ("Electric Distribution Company" or "EDC"), and ____ ("Customer-Generator"), each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

- 1) **Scope of Agreement** -- This Agreement sets forth the conditions under which the EDC and the Customer-Generator agree that one or more generating facilities as further described in Attachment A, with an installed nameplate gross capacity of ____ kW ("Facility" or "Facilities") may be interconnected to the EDC's distribution system. This Agreement is applicable to interconnection requests governed by the rules and Regulations of the Pennsylvania Public Utility Commission.

- 2) **Construction of the Customer-Generator Facility.** The Customer-Generator may proceed to construct (including operational testing not to exceed 2 hours) the Customer-Generator Facility once the approval to install the Customer-Generator Facility has been received from the EDC. The Customer-Generator Facility shall be constructed in accordance with information provided in the Interconnection Application, IEEE 1547 and the Pennsylvania Public Utility Commission's Regulations.

The Applicant shall notify the EDC of any changes to the proposed Customer-Generator Facility that would be subject to the criteria for a Level 2, 3 or 4 review (E.G., Inverter Manufacturer/Model Number, Size, etc.).

Once an Interconnection Request is deemed complete, any modification to the proposed Customer-Generator Facility that would affect the application review criteria for a Level 2, 3 or 4 review that is not agreed to in writing by the EDC, shall require

submission of a new Interconnection Application, subject to the provisions of the Pennsylvania Public Utility Commission's rules and Regulations.

- 3) **Interconnection and Operation.** The Customer-Generator may interconnect and operate the Customer-Generator Facility with the EDC's system once all of the following have occurred:
- a) **Electrical Inspection:** Upon completing construction, the Customer-Generator shall have the Customer-Generator Facility inspected or otherwise certified by the local electrical wiring inspection authority having jurisdiction, that the facility meets the requirements of the National Electric Code.
 - b) **Certificate of Completion:** The Applicant shall provide the EDC with a completed copy of the Certificate of Completion, including evidence of the electrical inspection by the local authority having jurisdiction. The evidence of completion of the electrical inspection may be provided on inspection forms used by local inspecting authorities.
 - c) **Inspection:** The EDC has either completed its inspection or waived the right to inspection in this Agreement. After receipt of the Certificate of Completion, the EDC may, upon reasonable notice and at a mutually convenient time, conduct an inspection of the Customer-Generator Facility and observe a Witness Test to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with its requirements.
 - d) **Metering:** Revenue quality metering equipment shall be installed and tested by the EDC. (Note: The EDC may allow interconnected operations prior to the meter installation.)
 - e) **Acceptance:** The EDC's representative has signed and returned the Certificate of Completion or provided notification by electronic mail or other acceptable means that the requirements for interconnection are complete and interconnection of the Customer-Generator Facility is accepted for parallel operation.

- 4) **Periodic Testing.** All interconnection-related protective functions and associated batteries shall be periodically tested at intervals specified by the manufacturer, system integrator, or authority that has jurisdiction over the Customer-Generator Facility interconnection. Periodic test reports or a log for inspection shall be maintained.
- 5) **Safe Operations and Maintenance.** The Customer-Generator shall be fully responsible to operate, maintain, and repair the Customer-Generator Facility as required to ensure that the Customer-Generator Facility complies at all times with the interconnection standards it has been certified to meet.
- 6) **Access.** The EDC shall have access to the metering equipment and the disconnecting means of the Customer-Generator Facility at all times. The EDC shall provide reasonable notice to the Customer-Generator, when possible, prior to using its right of access. In an emergency or outage situation, where there is no access to an AC disconnecting means such as a switch or breaker, the EDC may disconnect the service to the premises.
- 7) **Exterior AC Disconnect Switch / Isolation Device.** Small generator facilities shall be capable of being isolated from the EDC by means of a lockable, visible-break isolation device accessible by the EDC. The isolation device shall be installed, owned and maintained by the Customer-Generator and located between the small generation facility and the point of interconnection. A draw-out type circuit breaker with a provision for padlocking at the draw-out position can be considered an isolation device for purposes of this requirement.

A Customer-Generator may elect to provide the EDC access to an isolation device that is contained in a building or area that may be unoccupied and locked or not otherwise readily accessible to the EDC, by installing a lockbox provided by the EDC that shall provide ready access to the isolation device. The Customer-Generator shall install the lockbox in a location that is readily accessible by the EDC and the Customer-Generator

shall permit the EDC to affix a placard in a location of its choosing that provides clear instructions to EDC operating personnel on access to the isolation device. The Customer-Generator, at its option, may provide and install both the lockbox and placard.

- 8) **Operations / Disconnection.** The EDC may temporarily disconnect the Customer-Generator Facility upon occurrence of the following conditions:
 - a) For scheduled outages upon reasonable notice,
 - b) For unscheduled outages or emergency conditions,
 - c) If the EDC determines that the Customer-Generator Facility does not operate in a manner consistent with this Application/Agreement,
 - d) If the EDC determines that continued operation of the Customer-Generator Facility is a safety hazard to the EDC's personnel or to the general public,
 - e) In the event the interconnection equipment used by the Customer-Generator Facility is de-listed by the Nationally Recognized Testing Laboratory that provided the listing at the time the interconnection was approved and the EDC ascertains that the continued operation has the potential to cause a safety, reliability or a power quality problem.

- 9) **Indemnification.** The Parties shall at all times indemnify, defend, and save the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under these terms and conditions on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

- 10) **Limitation of Liability.** Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or

arising from any act or omission in its performance of these terms and conditions, shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.

- 11) **Termination.** This Application/Agreement may be terminated under the following conditions:
 - a) By Customer-Generator. The Customer-Generator may terminate this Application/Agreement by providing written notice to the EDC.
 - b) By the EDC. The EDC may terminate this Application/Agreement if the Customer-Generator fails to remedy a violation of terms of this Application/Agreement upon written notice and a reasonable opportunity to cure.

- 12) **Permanent Disconnection.** In the event the Application/Agreement is terminated, the EDC shall have the right to disconnect its facilities or direct the Customer-Generator to disconnect its Customer-Generator Facility.

- 13) **Survival Rights.** This Application/Agreement shall continue in effect after termination to the extent necessary to allow or require either Party to fulfill its rights or obligations that arose under the Application/Agreement.

- 14) **Assignment/Transfer of Ownership of the Customer-Generator Facility:** This Application/Agreement shall survive the transfer of ownership of the Customer-Generator Facility to a new owner unless the new owner terminates this Application/Agreement and so notifies the EDC in writing. The EDC will be responsible for contacting the new customer to execute a new Application/Agreement or assignment agreement, in order for the new owner to be treated as a Net Metering customer.

- 15) **No Third Party Beneficiaries** - This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
- 16) **No Waiver** - The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.
- 17) **Definitions.** The capitalized terms used herein, and the definitions of such terms, are as those used in ANNEX A, TITLE 52. PUBLIC UTILITIES, PART 1. PUBLIC UTILITY COMMISSION, Subpart C., FIXED SERVICE UTILITIES, CHAPTER 75: ALTERNATIVE ENERGY PORTFOLIO STANDARDS, Subchapter C: “INTERCONNECTION STANDARDS.”
- 18) **Notice.** Unless otherwise provided in this Application/Agreement, any written notice, demand, or request required or authorized in connection with this Application/Agreement (“Notice”) shall be deemed properly given if delivered in person, sent by Electronic Mail (E-mail), sent by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to EDC:

The contact listed on the EDC website as the primary contact for the EDC listed in the Customer-Generator’s Facility Information section on Attachment A of this Interconnection Agreement.

If to Customer-Generator:

The contact listed in the Legal Name and Mailing Address of Customer-Generator section on Attachment A of this Interconnection Application. The Customer-Generator is responsible for notifying the EDC of any change in the contact party information.

In the event the original applicant sells or otherwise transfers ownership of the property listed in the Customer-Generator Facility's Information section listed on Attachment A of the Interconnection Agreement, the original applicant shall provide the EDC with the appropriate contact information for the new owner of the property. Upon any subsequent transfer of ownership, the then current owner shall provide the EDC with the new owner's information.

- 19) **Governing Law and Regulatory Authority** - This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania. This Agreement is subject to, and the Parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

20) **Multiple Counterparts** -- This Agreement may be executed in two counterparts, each of which is deemed an original but all constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

Select Utility _____

Customer-Generator _____

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

CERTIFICATE OF COMPLETION

For a Level 2, 3 or 4 Review Interconnection Agreement

Customer-Generator Information

Legal Name and Mailing Address of Customer-Generator (if an Individual, Individual's Name)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Mailing Address (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

The Customer-Generator Facility's Information:

Facility Address: _____

City: _____ State: PA Zip Code: _____

Nearest Crossing Street: _____

Electric Distribution Company ("EDC"): Select Utility _____

Account #: _____ Meter #: _____

Inverter Type; Select Type Energy Source: Select _____

Number of Units: _____ Manufacturer: _____

Model Number of Inverter: _____ Inverter Rating: _____ kW_{AC}

(Attach additional sheets as necessary in the event of multiple units of various types/sizes)

Equipment Installation Contractor:

Check if owner-installed:

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

The undersigned asserts that the Equipment has been installed in accordance with of the Interconnection Application as well as all applicable codes and regulations.

Signed: _____ Date: _____

Printed Name: _____ Title: _____

Electrical Contractor: (if Different from Equipment Installation Contractor)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (if other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

The undersigned asserts that the Equipment has been installed in accordance with the Interconnection Application as well as all applicable codes and regulations.

Signed: _____ Date: _____

Printed Name: _____ Title: _____

Electrical Inspection²:

The system has been installed and inspected in compliance with the provisions of the National Electrical Code and other applicable codes and standards as well as the local Building/Electrical Code of: _____

(Appropriate Governmental Authority)

By: _____ Date: _____

Customer-Generator Signature³:

The Customer-Generator Facility is complete and ready for interconnected operation in accordance with all of the provisions of the Interconnection Application/Agreement. The Customer-Generator acknowledges that it shall **not** operate the Facility until receipt of Final Acceptance (below), or as otherwise provided for by regulation.

Signed: _____ Date: _____

Printed Name: _____ Title: _____

2 Completion of local inspections may be designated on inspection forms used by local inspecting authorities.

3 As a condition of interconnected operation, you are required to send/fax/e-mail a completed signed copy of this Certificate of Completion to your EDC at the address in the Terms & Conditions for Interconnection.

Final Acceptance to Interconnect Small Generator Facility (for Use by EDC Only)

The requirements for interconnection are complete and interconnection of the Customer-Generator Facility is accepted upon signature and return of this Certificate of Completion or by notification by electronic mail or other acceptable means by the EDC.

Electric Distribution Company waives Witness Test? (Initial) Yes (____) No (____)

If no, Successful Witness Test Date: _____ Passed: (Initial) (____)

EDC Signature: _____ Date: _____

Printed Name: _____ Title: _____

INTERCONNECTION APPLICATION

For a Level 2, 3 or 4 Review – Applicants proposing to install generation approaching 2,000 kW or larger should contact the EDC for guidance in determining the appropriate application process.

(To be filled out and submitted prior to installation)

CUSTOMER GENERATOR CONTACT INFORMATION

Legal Name and Mailing Address of Customer-Generator: (if an Individual, Individual's Name)

Name: Sunrise Energy, LLC
Mailing Address: 151 Evandale Drive
City: Pittsburgh State: PA Zip Code: 15220
Contact Person (If other than Above): David N. Hommrich
Mailing Address (If other than Above): _____
Telephone (Daytime): 412-527-5072 (Evening): 412-527-5072
Facsimile Number: 412-564-9690 E-Mail Address: dhommrich@sunrise-energy.net

Alternative Contact Information: (if different from Customer-Generator above)

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Facsimile Number: _____ E-Mail Address: _____

The Customer-Generator Facility's Information:

Facility Address: Parcel Ident. No. 55-04-A-87 2000-1002, Bellbend Road, Beach Haven, PA
City: Beach Haven State: PA Zip Code: 18601
Nearest Crossing Street: Salem Blvd.
Electric Distribution Company ("EDC"): PPL Electric Utility Corporation
Account #: new service location Meter #: new service location
Existing Service Voltage: 480 VAC Existing Service Capacity: 2,400 Amps 3 Phase
Current Annual Energy Consumption: n/a kWh Estimated In-service Date: 9/15/2014
Do you plan to export power? Yes. Regularly.
If Yes, Estimated Maximum: 1,950 kW_{AC}, Estimated Gross Annual Energy Production: 3,094,000 kWh
One-line Diagram Attached (Required): Yes Site Plan Attached (Required): Yes
Energy Source: Solar, Photovoltaic Gross Generator Rating: 1,950 kW_{AC}
Utility Accessible Disconnect or Lock Box: Yes

Requested Level of Review: Level 2 Type of Generation Equipment: Inverter



Equipment Installation Contractor: Indicate by owner if applicable

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Electrical Contractor: (If Applicable) Indicate if not applicable

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Consulting Engineer: (If Applicable) Indicate if not applicable

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Application Fee:

The Applicant shall deposit a not refundable application fee which is approved by the Pennsylvania Public Utility Commission and is listed on the EDC's Website. Depending on the level of review and nature of the energy generating equipment, additional study and review fees, as permitted by Pennsylvania Public Utility Commission Regulations may be required and are not a part of the aforementioned application fee.

Application Fee Enclosed: Select

Amount: n/a

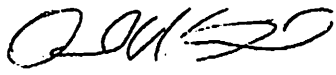
Customer-Generator Insurance Disclosure:

General Liability Insurance coverage is not required under the Pennsylvania Public Utility Commission's Regulations. However, the Customer still has responsibility and/or liability for any damage(s) or injury(ies) caused by the Customer-Generator Facility and/or the Customer's Interconnection Facilities. The Customer-Generator is advised to consider obtaining appropriate coverage.

Customer-Generator Signature:

I hereby certify that to the best of my knowledge, all of the information provided in this Application is accurate.

Legal Name of Customer-Generator: Sunrise Energy, LLC

Customer-Generator Signature:  Date: 4/16/2014

Printed Name: David N. Homrigh Title: President

**Customer-Generator Equipment Information for Inverter Based Systems
(May be applicable to a Level 2, 3 or 4 Review)**

DC Source information:

Energy Source: Select Solar PV

DC Source Rating: 3,094 kW_{DC}

Nominal DC Voltage: 900 V_{DC}

Ampere Rating: 60 Amps DC (This number represents the nominal amps per 30 kVA inverter)

Inverter Information:

Inverter Manufacturer: Power-One

Inverter Type: Grid Interactive

Model Number of Inverter: TRIO-27.6TL

Number of Units: 66

Inverter Rating: 30 kW_{AC}

Voltage Rating: 480 Volts_{AC}

Ampere Rating: 36 Amps_{AC}

Power Factor: (capable of 0.8 / 0.8 lead / lag)

Number of Phases: 3 phases

Frequency: 60 Hz,

IEEE1547/UL1741 Certification: Yes

Evidence of Certification attached: Yes

**Customer-Generator Equipment Information for Parallel Rotating Equipment Based Systems
(May be applicable to a Level 3 or 4 Review)**

It is anticipated that many projects proposing to utilize directly coupled rotating generation may not have the specific information necessary for the EDC to adequately evaluate the impact of the proposed facility on the EDC's electrical distribution system at the time of the initial application. Often times the equipment for which this information is needed hasn't been specified. The type information necessary may be conveyed during a scoping meeting or other correspondence early on during the project development. Depending on the nature of the project, this is often an iterative process. Different EDC's analytical systems may require that data be provided conforming to specific standard formats which will be conveyed by the EDC. While not all inclusive, examples of the information commonly required are as follows:

For Synchronous Machines: Copies of the Saturation Curve and the Vee Curve - Salient vs. Non-Salient - Torque: (lb-ft) - Rated RPM - Field Amperes at rated generator voltage and current and % PF over-excited - Maximum Leading and Lagging Reactive Output Power - Type of Exciter - Output Power of Exciter - Type of Voltage Regulator - Direct-axis Synchronous Reactance (X_d) ohms - Direct-axis Transient Reactance ($X'd$) ohms - Direct-axis Sub-transient Reactance ($X''d$) ohms - Rated Nominal Frequency

For Induction Machines: Rotor Resistance (R_r) ohms - Exciting Current (Amps) - Rotor Reactance (X_r) (ohms) - VARs (No Load) - Magnetizing Reactance (X_m) - Stator Resistance (R_s) - VARs (Full Load) - Stator Reactance (X_s) - Short Circuit Reactance ($X''d$) - Number of Phases - Frame Size - Design Letter - Temp. Rise °C

Protective Equipment: The Customer-Generator shall design a protective scheme that will provide the protective functions specified in IEEE 1547 and submit it to the EDC for review & acceptance. The submittal shall include a single line drawing showing the location of instrument transformers (current and voltage) and the location of the relays, breakers and fuses. Indicate the

manufacturer and model number of each type of device. Breaker data shall include continuous and interrupting ampere ratings. If relays are used, indicate function, the tripping source and its voltage.

Isolation Transformer: Manufacturer - Manufacturer reference number - Nominal Voltage Ratio – High / Low Voltage Taps - Number of Units - Rated kVA – Percentage Impedance @ kVA base – High / Low Voltage Winding Configuration

Level 2, 3 or 4 Interconnection Agreement

This Interconnection Agreement ("Agreement") is made and entered into this ____ day of _____, 2009, by The Select Utility, ("Electric Distribution Company" or "EDC"), and ____ ("Customer-Generator"), each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

- 1) **Scope of Agreement** -- This Agreement sets forth the conditions under which the EDC and the Customer-Generator agree that one or more generating facilities as further described in Attachment A, with an installed nameplate gross capacity of ____ kW ("Facility" or "Facilities") may be interconnected to the EDC's distribution system. This Agreement is applicable to interconnection requests governed by the rules and Regulations of the Pennsylvania Public Utility Commission.

- 2) **Construction of the Customer-Generator Facility.** The Customer-Generator may proceed to construct (including operational testing not to exceed 2 hours) the Customer-Generator Facility once the approval to install the Customer-Generator Facility has been received from the EDC. The Customer-Generator Facility shall be constructed in accordance with information provided in the Interconnection Application, IEEE 1547 and the Pennsylvania Public Utility Commission's Regulations.

The Applicant shall notify the EDC of any changes to the proposed Customer-Generator Facility that would be subject to the criteria for a Level 2, 3 or 4 review (E.G., Inverter Manufacturer/Model Number, Size, etc.).

Once an Interconnection Request is deemed complete, any modification to the proposed Customer-Generator Facility that would affect the application review criteria for a Level 2, 3 or 4 review that is not agreed to in writing by the EDC, shall require

submission of a new Interconnection Application, subject to the provisions of the Pennsylvania Public Utility Commission's rules and Regulations.

- 3) **Interconnection and Operation.** The Customer-Generator may interconnect and operate the Customer-Generator Facility with the EDC's system once all of the following have occurred:
- a) **Electrical Inspection:** Upon completing construction, the Customer-Generator shall have the Customer-Generator Facility inspected or otherwise certified by the local electrical wiring inspection authority having jurisdiction, that the facility meets the requirements of the National Electric Code.
 - b) **Certificate of Completion:** The Applicant shall provide the EDC with a completed copy of the Certificate of Completion, including evidence of the electrical inspection by the local authority having jurisdiction. The evidence of completion of the electrical inspection may be provided on inspection forms used by local inspecting authorities.
 - c) **Inspection:** The EDC has either completed its inspection or waived the right to inspection in this Agreement. After receipt of the Certificate of Completion, the EDC may, upon reasonable notice and at a mutually convenient time, conduct an inspection of the Customer-Generator Facility and observe a Witness Test to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with its requirements.
 - d) **Metering:** Revenue quality metering equipment shall be installed and tested by the EDC. (Note: The EDC may allow interconnected operations prior to the meter installation.)
 - e) **Acceptance:** The EDC's representative has signed and returned the Certificate of Completion or provided notification by electronic mail or other acceptable means that the requirements for interconnection are complete and interconnection of the Customer-Generator Facility is accepted for parallel operation.

- 4) **Periodic Testing.** All interconnection-related protective functions and associated batteries shall be periodically tested at intervals specified by the manufacturer, system integrator, or authority that has jurisdiction over the Customer-Generator Facility interconnection. Periodic test reports or a log for inspection shall be maintained.
- 5) **Safe Operations and Maintenance.** The Customer-Generator shall be fully responsible to operate, maintain, and repair the Customer-Generator Facility as required to ensure that the Customer-Generator Facility complies at all times with the interconnection standards it has been certified to meet.
- 6) **Access.** The EDC shall have access to the metering equipment and the disconnecting means of the Customer-Generator Facility at all times. The EDC shall provide reasonable notice to the Customer-Generator, when possible, prior to using its right of access. In an emergency or outage situation, where there is no access to an AC disconnecting means such as a switch or breaker, the EDC may disconnect the service to the premises.
- 7) **Exterior AC Disconnect Switch / Isolation Device.** Small generator facilities shall be capable of being isolated from the EDC by means of a lockable, visible-break isolation device accessible by the EDC. The isolation device shall be installed, owned and maintained by the Customer-Generator and located between the small generation facility and the point of interconnection. A draw-out type circuit breaker with a provision for padlocking at the draw-out position can be considered an isolation device for purposes of this requirement.

A Customer-Generator may elect to provide the EDC access to an isolation device that is contained in a building or area that may be unoccupied and locked or not otherwise readily accessible to the EDC, by installing a lockbox provided by the EDC that shall provide ready access to the isolation device. The Customer-Generator shall install the lockbox in a location that is readily accessible by the EDC and the Customer-Generator

shall permit the EDC to affix a placard in a location of its choosing that provides clear instructions to EDC operating personnel on access to the isolation device. The Customer-Generator, at its option, may provide and install both the lockbox and placard.

- 8) **Operations / Disconnection.** The EDC may temporarily disconnect the Customer-Generator Facility upon occurrence of the following conditions:
 - a) For scheduled outages upon reasonable notice,
 - b) For unscheduled outages or emergency conditions,
 - c) If the EDC determines that the Customer-Generator Facility does not operate in a manner consistent with this Application/Agreement,
 - d) If the EDC determines that continued operation of the Customer-Generator Facility is a safety hazard to the EDC's personnel or to the general public,
 - e) In the event the interconnection equipment used by the Customer-Generator Facility is de-listed by the Nationally Recognized Testing Laboratory that provided the listing at the time the interconnection was approved and the EDC ascertains that the continued operation has the potential to cause a safety, reliability or a power quality problem.

- 9) **Indemnification.** The Parties shall at all times indemnify, defend, and save the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under these terms and conditions on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

- 10) **Limitation of Liability.** Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or

arising from any act or omission in its performance of these terms and conditions, shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.

- 11) **Termination.** This Application/Agreement may be terminated under the following conditions:
 - a) By Customer-Generator. The Customer-Generator may terminate this Application/Agreement by providing written notice to the EDC.
 - b) By the EDC. The EDC may terminate this Application/Agreement if the Customer-Generator fails to remedy a violation of terms of this Application/Agreement upon written notice and a reasonable opportunity to cure.

- 12) **Permanent Disconnection.** In the event the Application/Agreement is terminated, the EDC shall have the right to disconnect its facilities or direct the Customer-Generator to disconnect its Customer-Generator Facility.

- 13) **Survival Rights.** This Application/Agreement shall continue in effect after termination to the extent necessary to allow or require either Party to fulfill its rights or obligations that arose under the Application/Agreement.

- 14) **Assignment/Transfer of Ownership of the Customer-Generator Facility:** This Application/Agreement shall survive the transfer of ownership of the Customer-Generator Facility to a new owner unless the new owner terminates this Application/Agreement and so notifies the EDC in writing. The EDC will be responsible for contacting the new customer to execute a new Application/Agreement or assignment agreement, in order for the new owner to be treated as a Net Metering customer.

- 15) **No Third Party Beneficiaries** - This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
- 16) **No Waiver** - The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.
- 17) **Definitions.** The capitalized terms used herein, and the definitions of such terms, are as those used in ANNEX A, TITLE 52. PUBLIC UTILITIES, PART 1. PUBLIC UTILITY COMMISSION, Subpart C., FIXED SERVICE UTILITIES, CHAPTER 75: ALTERNATIVE ENERGY PORTFOLIO STANDARDS, Subchapter C: “INTERCONNECTION STANDARDS.”
- 18) **Notice.** Unless otherwise provided in this Application/Agreement, any written notice, demand, or request required or authorized in connection with this Application/Agreement (“Notice”) shall be deemed properly given if delivered in person, sent by Electronic Mail (E-mail), sent by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to EDC:

The contact listed on the EDC website as the primary contact for the EDC listed in the Customer-Generator’s Facility Information section on Attachment A of this Interconnection Agreement.

If to Customer-Generator:

The contact listed in the Legal Name and Mailing Address of Customer-Generator section on Attachment A of this Interconnection Application. The Customer-Generator is responsible for notifying the EDC of any change in the contact party information.

In the event the original applicant sells or otherwise transfers ownership of the property listed in the Customer-Generator Facility's Information section listed on Attachment A of the Interconnection Agreement, the original applicant shall provide the EDC with the appropriate contact information for the new owner of the property. Upon any subsequent transfer of ownership, the then current owner shall provide the EDC with the new owner's information.

- 19) **Governing Law and Regulatory Authority** - This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania. This Agreement is subject to, and the Parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

20) **Multiple Counterparts** -- This Agreement may be executed in two counterparts, each of which is deemed an original but all constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

Select Utility _____

Customer-Generator _____

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

DESCRIPTION OF FACILITY

For a Level 2, 3 or 4 Review Interconnection Agreement ¹

CUSTOMER-GENERATOR CONTACT INFORMATION

Legal Name and Mailing Address of Customer-Generator: (if an Individual, Individual's Name)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (if other than Above): _____

Mailing Address (if other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Alternative Contact Information: (if different from Customer-Generator above)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

The Customer-Generator Facility's Information:

Facility Address: _____

City: _____ State: **PA** Zip Code: _____

Account #: _____ Meter #: _____

Do you plan to export power? **Select** _____

If Yes, Estimated Maximum: _____ kW_{AC}, Estimated Gross Annual Energy Production: _____ kWh

One-line Diagram Attached (Required): **Select** Site Plan Attached (Required): **Select**

Energy Source: **Select** _____ Gross Generator Rating: _____ kW_{AC}

Utility Accessible Disconnect or Lock Box: **Select** _____

¹ Customers proposing to install generation greater than 2,000 kW are required to contact their EDC for the appropriate application procedures.

CERTIFICATE OF COMPLETION

For a Level 2, 3 or 4 Review Interconnection Agreement

Customer-Generator Information

Legal Name and Mailing Address of Customer-Generator (if an Individual, Individual's Name)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Mailing Address (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

The Customer-Generator Facility's Information:

Facility Address: _____

City: _____ State: PA Zip Code: _____

Nearest Crossing Street: _____

Electric Distribution Company ("EDC"): Select Utility _____

Account #: _____ Meter #: _____

Inverter Type; Select Type Energy Source: Select _____

Number of Units: _____ Manufacturer: _____

Model Number of Inverter: _____ Inverter Rating: _____ kW_{AC}

(Attach additional sheets as necessary in the event of multiple units of various types/sizes)

Equipment Installation Contractor:

Check if owner-installed:

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

The undersigned asserts that the Equipment has been installed in accordance with of the Interconnection Application as well as all applicable codes and regulations.

Signed: _____ Date: _____

Printed Name: _____ Title: _____

Electrical Contractor: (if Different from Equipment Installation Contractor)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (if other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

The undersigned asserts that the Equipment has been installed in accordance with the Interconnection Application as well as all applicable codes and regulations.

Signed: _____ Date: _____

Printed Name: _____ Title: _____

Electrical Inspection²:

The system has been installed and inspected in compliance with the provisions of the National Electrical Code and other applicable codes and standards as well as the local Building/Electrical Code of: _____

(Appropriate Governmental Authority)

By: _____ Date: _____

Customer-Generator Signature³:

The Customer-Generator Facility is complete and ready for interconnected operation in accordance with all of the provisions of the Interconnection Application/Agreement. The Customer-Generator acknowledges that it shall **not** operate the Facility until receipt of Final Acceptance (below), or as otherwise provided for by regulation.

Signed: _____ Date: _____

Printed Name: _____ Title: _____

2 Completion of local inspections may be designated on inspection forms used by local inspecting authorities.

3 As a condition of interconnected operation, you are required to send/fax/e-mail a completed signed copy of this Certificate of Completion to your EDC at the address in the Terms & Conditions for Interconnection.

Final Acceptance to Interconnect Small Generator Facility (for Use by EDC Only)

The requirements for interconnection are complete and interconnection of the Customer-Generator Facility is accepted upon signature and return of this Certificate of Completion or by notification by electronic mail or other acceptable means by the EDC.

Electric Distribution Company waives Witness Test? (Initial) Yes (____) No (____)

If no, Successful Witness Test Date: _____ Passed: (Initial) (____)

EDC Signature: _____ Date: _____

Printed Name: _____ Title: _____



Dear Mr.Hommrich:

PPL Electric Utilities Corporation (“PPL EU”) acknowledges receipt of your Net Metering Application dated March 30, 2014 (“Application”). Based on our preliminary review of your Application and the current state of the law regarding net metering, there is substantial uncertainty whether the alternative energy system proposed in your application qualifies as a “customer-generator” for purposes of net metering.

Under the Alternative Energy Portfolio Standards Act of 2004 (“AEPS Act”), 73 P.S. § 1648.1, *et seq.* and the implementing regulations promulgated by the Pennsylvania Public Utility Commission (“PUC”), 52 Pa. Code § 75.1, *et seq.*, net metering is available to a customer-generator when any portion of the electricity generated by the alternative energy system is used to offset part of all of the customer-generator’s requirements for electricity. PPL EU’s current net metering tariff provision similarly provides that net metering is available only to installations where any portion of the electricity generated by the renewable energy generating system offsets part or all of the customer-generator’s requirements for electricity.

Two recent orders issued by the PUC have raised substantial uncertainty regarding the requirements to qualify as a “customer-generator” eligible to participate in net metering. *See Moyer v. PPL Electric Utilities Corporation*, Docket No. C-2011-2273645 (Opinion and Order entered January 9, 2014); *see also Implementation of the Alternative Energy Portfolio Standards Act of 2004*, Docket No. L-2014-2404361 (Proposed Rulemaking Order entered February 20, 2014). Specifically, the PUC has explained that the AEPS Act and the existing net metering regulations to require, among other things, that an alternative energy system meet the following conditions to qualify as a “customer-generator” eligible to participate in net metering:

The first condition requires the customer-generator to have load, independent of the alternative energy system, behind the meter and point of interconnection of the alternative energy system. To be independent, the electric load must have a purpose other than to support the operation, maintenance or administration of the alternative energy system. This provision makes explicit what was previously implied in the AEPS Act and the regulations.

This requirement is implied in the AEPS Act definition of net metering where it states that net metering is the means of measuring the difference between the electricity supplied by an electric utility and the electricity generated by the customer-generator when any portion of the electricity generated by the alternative energy generating system is used to offset part or all of the customer-generator’s requirements for electricity. If there is no



independent load behind the meter and point of interconnection for the alternative energy system, by definition, the customer-generator has no requirement for electricity to offset. In addition, this requirement is implied in the current regulations, where it states that EDCs shall offer net metering to customer-generators that generate electricity on the customer-generator's side of the meter. Again, there would be no need for a customer's electric meter if there was no independent demand for electricity.... Thus, to preclude utilities, such as merchant generators, from qualifying for net metering, we require load independent of the generation facility. To do otherwise would be contrary to the definition of a customer-generator that only includes nonutility owners and operators of alternative energy systems.

See Proposed Rulemaking Order, Slip Op. at p. 11.

Based upon our review of your Application, it is unclear whether there will be independent electric load that will have a purpose other than to support the operation, maintenance, or administration of the proposed alternative energy system. Further, it is uncertain from the Proposed Rulemaking whether alternative energy systems sized such as the one proposed in your Application will remain eligible for net metering. Given the substantial uncertainty regarding the requirements to qualify as a "customer-generator" eligible to participate in net metering, it is unclear at this time whether your proposed alternative energy system qualifies for net metering.

Please be advised that PPL EU plans to file in the near future an appropriate pleading with the PUC requesting a determination of whether your proposed alternative energy system qualifies as a "customer-generator" eligible to participate in net metering. You will be served with a copy of any such filing and will have the right to fully participate in any formal proceeding before the PUC.

Sincerely,

Krista Schmoyer
Business Accounts
PPL Electric Utilities



Dear Mr.Hommrich:

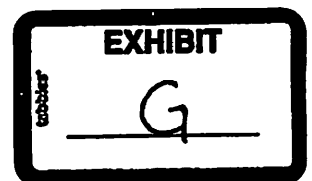
PPL Electric Utilities Corporation (“PPL EU”) acknowledges receipt of your Net Metering Application dated April 16, 2014 (“Application”). Based on our preliminary review of your Application and the current state of the law regarding net metering, there is substantial uncertainty whether the alternative energy system proposed in your application qualifies as a “customer-generator” for purposes of net metering.

Under the Alternative Energy Portfolio Standards Act of 2004 (“AEPS Act”), 73 P.S. § 1648.1, *et seq.* and the implementing regulations promulgated by the Pennsylvania Public Utility Commission (“PUC”), 52 Pa. Code § 75.1, *et seq.*, net metering is available to a customer-generator when any portion of the electricity generated by the alternative energy system is used to offset part of all of the customer-generator’s requirements for electricity. PPL EU’s current net metering tariff provision similarly provides that net metering is available only to installations where any portion of the electricity generated by the renewable energy generating system offsets part or all of the customer-generator’s requirements for electricity.

Two recent orders issued by the PUC have raised substantial uncertainty regarding the requirements to qualify as a “customer-generator” eligible to participate in net metering. *See Moyer v. PPL Electric Utilities Corporation*, Docket No. C-2011-2273645 (Opinion and Order entered January 9, 2014); *see also Implementation of the Alternative Energy Portfolio Standards Act of 2004*, Docket No. L-2014-2404361 (Proposed Rulemaking Order entered February 20, 2014). Specifically, the PUC has explained that the AEPS Act and the existing net metering regulations to require, among other things, that an alternative energy system meet the following conditions to qualify as a “customer-generator” eligible to participate in net metering:

The first condition requires the customer-generator to have load, independent of the alternative energy system, behind the meter and point of interconnection of the alternative energy system. To be independent, the electric load must have a purpose other than to support the operation, maintenance or administration of the alternative energy system. This provision makes explicit what was previously implied in the AEPS Act and the regulations.

This requirement is implied in the AEPS Act definition of net metering where it states that net metering is the means of measuring the difference between the electricity supplied by an electric utility and the electricity generated by the customer-generator when any portion of the electricity generated by the alternative energy generating system is used to offset part or all of the customer-generator’s requirements for electricity. If there is no



independent load behind the meter and point of interconnection for the alternative energy system, by definition, the customer-generator has no requirement for electricity to offset. In addition, this requirement is implied in the current regulations, where it states that EDCs shall offer net metering to customer-generators that generate electricity on the customer-generator's side of the meter. Again, there would be no need for a customer's electric meter if there was no independent demand for electricity.... Thus, to preclude utilities, such as merchant generators, from qualifying for net metering, we require load independent of the generation facility. To do otherwise would be contrary to the definition of a customer-generator that only includes nonutility owners and operators of alternative energy systems.

See Proposed Rulemaking Order, Slip Op. at p. 11.

Based upon our review of your Application, it is unclear whether there will be independent electric load that will have a purpose other than to support the operation, maintenance, or administration of the proposed alternative energy system. Further, it is uncertain from the Proposed Rulemaking whether alternative energy systems sized such as the one proposed in your Application will remain eligible for net metering. Given the substantial uncertainty regarding the requirements to qualify as a "customer-generator" eligible to participate in net metering, it is unclear at this time whether your proposed alternative energy system qualifies for net metering.

Please be advised that PPL EU plans to file in the near future an appropriate pleading with the PUC requesting a determination of whether your proposed alternative energy system qualifies as a "customer-generator" eligible to participate in net metering. You will be served with a copy of any such filing and will have the right to fully participate in any formal proceeding before the PUC.

Sincerely,

Krista Schmoyer
Business Accounts
PPL Electric Utilities

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of PPL Electric Utilities :
Corporation for a Declaratory Order to :
Resolve Uncertainty Regarding Whether : P-2014-2420902
Certain Applicants Qualify as a :
"Customer-Generator" Eligible to :
Participate in Net Metering :

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Sunrise Energy, LLC's Answer, New Matter and Counterclaim to PPL Electric Utilities Corporation's Petition has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant, by first class United States mail, postage-prepaid, addressed as follows:

Bureau of Investigation & Enforcement
Commonwealth Keystone Building
Second Floor West
400 North Street
P.O. Box 3265
Harrisburg, PA 17105-3265

Office of Consumer Affairs
Fifth Floor
Forum Place
555 Walnut Street
Harrisburg, PA 17101-1923

Office of Small Business Advocate
Suite 1102
300 North Second Street
Harrisburg, PA 17101

William Napikoski
Mid-Atlantic Green Builders, LLC
51 Old 22 Road
Lewistown, PA 17044

Christopher T. Wright, Esquire
David B. McGregor, Esquire
Post & Schell, P.C.
12th Floor
17 North Second Street
Harrisburg, PA 17101-1601

Paul E. Russell, Esquire
PPL Services Corporation
Two North Ninth Street
Allentown, PA 18101

Dated: 5/28/14


A. MICHAEL GIANANTONIO, ESQ.