

Legal Department
2301 Market Street / S23-1
Philadelphia, PA 19103
Email: Michael.swerling@exeloncorp.com

Direct Dial: 215-841-4220

August 15, 2018

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

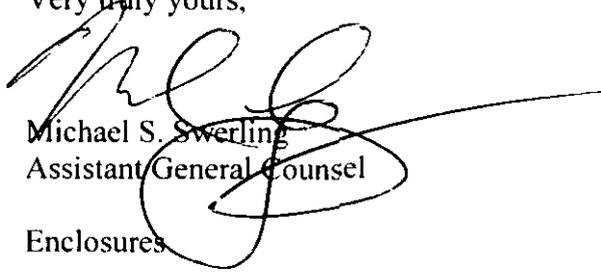
**Re: Petition of PECO Energy Company for Waiver of Standard
Interconnection Application and Agreement Forms**

Dear Secretary Chiavetta:

Enclosed please find the Petition of PECO Energy Company for Waiver of Standard Interconnection Application and Agreement Forms in the above-referenced matter.

If you have any questions, please feel free to contact me directly at (215) 841-4220.

Very truly yours,



Michael S. Swerling
Assistant General Counsel

Enclosures

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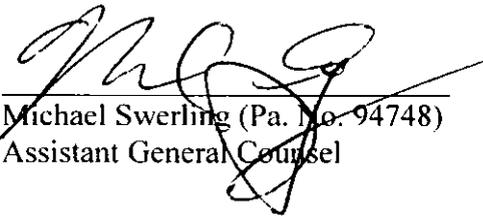
**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

PETITION OF PECO ENERGY :
COMPANY FOR WAIVER OF : DOCKET NO. P-2018-
STANDARD INTERCONNECTION :
APPLICATION AND AGREEMENT :
FORMS :

VERIFICATION

I, Michael S. Swerling, hereby declare that I am Assistant General Counsel for PECO Energy Company; that as such I am authorized to make this verification on its behalf; that the facts sets forth in the foregoing Pleading are true to the best of my knowledge, information and belief, and that I make this verification subject to the penalties of 18 Pa. C.S. § 4904 pertaining to false statements to authorities.

Date: August 15, 2018



Michael Swerling (Pa. No. 94748)
Assistant General Counsel

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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**PETITION OF PECO ENERGY COMPANY :
FOR WAIVER OF STANDARD :
INTERCONNECTION APPLICATION AND : DOCKET NO. P-2018-_____
AGREEMENT FORMS :**

I. INTRODUCTION

Pursuant to 52 Pa. Code § 5.41, PECO Energy Company (“PECO” or the “Company”) hereby petitions the Pennsylvania Public Utility Commission (the “Commission”) to approve: 1) a limited, one-time, waiver of the Commission’s requirement that utilities use *standard small generator interconnection agreements* in processing customer interconnection requests;¹ and 2) PECO’s proposed revisions to the indemnification and limitation of liability provisions contained therein as those provisions pertain to the Department of Conservation and Natural Resources’ (“DCNR’s”)² Fort Washington State Park solar array project.³ DCNR avers that approval of this waiver request is necessary to protect Sovereign Immunity rights, which have been extended to DCNR by statute as a Pennsylvania State agency. 42 Pa.C.S. § 8522.

II. BACKGROUND

1. PECO is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal office in Philadelphia, Pennsylvania. PECO provides electric delivery service to approximately 1.6 million customers and natural gas delivery service to

¹ According to 52 Pa. Code § 75.38(f), standard small generator interconnection agreements (as defined in 52 Pa. Code § 75.22) must be signed by Customer-Generators before their generating facilities may become fully operational on an interconnected basis.

² DCNR states that it is an agency of the Commonwealth of Pennsylvania tasked with maintaining and preserving 116 state parks; managing 2.1 million acres of state forest land; providing information on the state’s ecological and geologic resources; establishing community conservation partnerships with grants; and furnishing technical assistance to benefit rivers, trails, greenways, local parks and recreation, regional heritage parks, open space and natural areas under the Conservation and Natural Resources Act, 71 P.S. §§ 1340.101 et. seq.

³ DCNR seeks to interconnect a 25 kW solar array system at Fort Washington State Park (Fort Washington, Pennsylvania).

approximately 513,000 customers in southeastern Pennsylvania. PECO furnishes electric service within its authorized service territory in Bucks, Chester, Delaware, Montgomery and York Counties and the City of Philadelphia. PECO is a “public utility,” as defined in 66 Pa. C.S. § 2801.

2. On February 27, 2009, the Commission issued an Opinion and Order, which established *standard small generator interconnection agreements* (“Agreements”)⁴ in accordance with the Alternative Energy Portfolio Standards Act of 2004, 73 P.S. §§ 1648.1 – 1648.8, as amended by Act 35 of 2007 (“AEPS Act”), and the Commission’s regulations at 52 Pa. Code §§ 75.1 et seq. A copy of the Commission’s standard Agreement is attached hereto as Exhibit A. Local distribution companies (“LDCs”) use these Agreements in processing interconnection project requests (Levels 1-4) submitted by customers.⁵

3. PECO has consistently used the standard Agreements adopted by the Commission for all approved interconnection projects that have been integrated into the distribution system.

4. Among other things, the Agreements contain the following standard indemnification and limitation of liability provisions:

8. Indemnification. The Parties shall at all times indemnify, defend, and save the other Party harmless from, any and all damages, losses, 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.

9. 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.

⁴ See 52 Pa. Code § 75.22, which defines *standard small generator interconnection agreements*.

⁵ See *Implementation of the Alternative Energy Portfolio Standards Act of 2004; Standard Interconnection Application Forms*; Docket No. M-00051865 (Opinion and Order entered February 27, 2009), hereinafter referred to as the February 27, 2009 Opinion and Order.

5. DCNR submitted a Level 2 interconnection application dated May 5, 2017 to PECO for its 25 kW solar array system at Fort Washington State Park (Fort Washington, Pennsylvania).

6. After submitting its Level 2 interconnection application, DCNR informed PECO that, as an agency of the Commonwealth of Pennsylvania, it could not agree to:

- Indemnify third parties for damages, losses or claims; or
- Include attorney fees as part of its limited liability for direct damages.

7. DCNR expressed concern with including these provisions in the Agreement because doing so could constitute a waiver of its Sovereign Immunity rights as a State agency. The Constitution of Pennsylvania provides that an action may be brought against the Commonwealth and its agents when a cause of action against it exists and when a right of action has been authorized by statute. Pa. Const. art. 1 § 11. The General Assembly has specified that the Commonwealth and its agents remain immune from suit, except when immunity is specifically waived. 42 Pa.C.S. § 8522. The General Assembly has specifically waived Sovereign Immunity for Commonwealth parties in limited cases. 42 Pa.C.S. § 8522.⁶ The subject matter of the underlying Level 2 interconnection application does not involve any of the Sovereign Immunity waivers specified in 42 Pa.C.S. § 8522.

8. Accordingly, to remove any doubt regarding DCNR's immunity from suit in this Agreement, DCNR asked PECO to revise Section 8 (Indemnification) and Section 9 (Limitation of Liability) of the Agreement to protect its Sovereign Immunity rights.

⁶ The instances in which the General Assembly has specifically waived liability consist of actions involving: 1) vehicle liability; 2) medical-professional liability; 3) care custody or control of personal property; 4) Commonwealth real estate, highways and sidewalks; 5) potholes and other dangerous conditions; 6) care, custody or control of animals; 7) liquor store sales; 8) National Guard activities; and 9) Toxoids and vaccines.

III. PETITION FOR WAIVER

9. To protect and maintain DCNR's inherent rights to Sovereign Immunity, PECO respectfully requests that the Commission grant a limited, one-time, waiver of 52 Pa. Code § 75.38(f), which requires that Customer-Generators sign standard small generator interconnection agreements (as that term is defined in 52 Pa. Code § 75.22). As will be explained in more detail below, PECO proposes to remove Section 8 (Indemnification) in its entirety, which will eliminate DCNR's responsibility for indemnifying third parties for damages. PECO also proposes to revise Section 9 (Limitation of Liability), which will remove DCNR's liability for attorneys fees.

10. According to 52 Pa. Code § 75.22, the Agreements must consist of a set of standard forms, which have been approved by the Commission:

Standard small generator interconnection agreement – A set of standard forms of interconnection agreements approved by the Commission which is applicable to interconnection requests pertaining to small generating facilities.

11. In its February 27, 2009 Opinion and Order, the Commission established the standard terms to be included in the form Agreements (which include indemnification and limitation of liability provisions).

12. According to 52 Pa. Code § 75.38(f), the standard Commission-approved Agreements must be signed by Customer-Generators before their generating facilities may become fully operational on an interconnected basis.

13. Accordingly, before the Level 2 Agreement is signed by DCNR, PECO requests that the Commission waive its requirement to use the standard Agreement and permit PECO to make the following revisions thereto.

~~**8. 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.~~

9. Limitation of Liability. Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, excluding payment of any ~~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.

14. The above-proposed revisions to the standard Agreement, if approved, will have the effect of protecting DCNR's Sovereign Immunity rights by: 1) eliminating DCNR's responsibility for indemnifying third parties for damages, losses or claims; and 2) removing attorney fees from DCNR's limited liability for direct damages.

15. PECO notes that Commission precedent exists for granting such a waiver request. On April 28, 2011, Metropolitan Edison Company ("Met-Ed") filed a petition similarly requesting waiver of the Commission's standard interconnection forms to accommodate DCNR's need to modify the Commission's standard indemnification and limitation of liability provisions.⁷ Similar to the instant case, DCNR sought to interconnect a 2 kW solar array at Gifford Pinchot State Park near Lewisberry, Pennsylvania (in Met-Ed's service territory). (October 28, 2011 Order at 2). In approving Met Ed's waiver request, the Commission made the following findings:

- It is well-settled that the Commonwealth of Pennsylvania, its officials and agencies are entitled to statutory sovereign immunity as set forth in 1 Pa. C.S.A. § 2310. (October 28, 2011 Order at 5).
- As a result, DCNR is insulated from liability except in certain specified circumstances where the General Assembly has waived sovereign immunity protection. *See* 42 Pa. C.S.A. § 8521(a); 8522(a) and (b). (Id).

⁷ *Petition of Metropolitan Edison Company for Waiver of Standard Interconnection Application and Agreement Forms*, Docket No. P-2011-2238314 (Order entered October 28, 2011), hereinafter referred to as October 28, 2011 Order.

- There is no waiver exception of sovereign immunity in those instances where a state agency enters into an interconnection project with a public utility. (October 28, 2011 Order at 6).
- Based upon review of the case law presented by DCNR regarding sovereign immunity, we agree that it is appropriate to remove Indemnification and Limitation of Liability provisions set forth in the standardized interconnection agreements used by Met-Ed for the particular interconnection project with DCNR. (October 28, 2011 Order at 5-6).
- Retaining the indemnification clause in the standardized interconnection agreement with DCNR would have the effect of placing the Commonwealth, its assets and the Pennsylvania General Fund at risk, because an indemnification clause would expose the Commonwealth to liability for tort actions beyond what is statutorily allowed. (October 28, 2011 Order at 6).
- Accordingly, we agree that requiring DCNR to execute the standardized interconnection agreement form that retains the Indemnification and Limitation of Liability provisions would constitute of waiver of sovereign immunity. (Id).

16. Based on these findings, the Commission granted Met-Ed's waiver request.

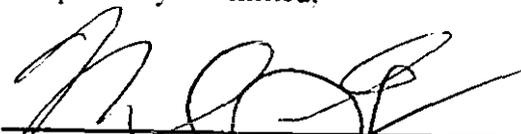
(October 28, 2011 Order at 7). Accordingly, PECO requests that the Commission apply the above-listed findings from its October 28, 2011 Order to the instant Petition and approve PECO's waiver request. Upon approval, PECO will modify its Agreement with DCNR to incorporate the proposed revisions set forth in Paragraph 13 above.⁸

IV. CONCLUSION

PECO respectfully requests that the Pennsylvania Public Utility Commission enter an Order granting PECO's waiver request to modify the Commission's *standard small generator interconnection agreement* for DCNR's Fort Washington State Park solar array project.

⁸ Inasmuch as Paragraph 9 of the standard agreement is being removed in its entirety, the paragraph numbering throughout the remainder of the agreement will be revised accordingly.

Respectfully Submitted,



Michael S. Swerling (Pa. No. 94748)
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19101-8699
Phone: (215) 841-4220
Fax: (215) 568-3389
Email: Michael.swerling@exeloncorp.com

Dated: August 15, 2018

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EXHIBIT A
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: _____

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: _____

Nearest Crossing Street: _____

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

Account #: _____ Meter #: _____

Existing Service Voltage: ____ VAC Existing Service Capacity: ____ Amps Select Phase

Current Annual Energy Consumption: ____ kWh Estimated In-service Date:

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 _____

Requested Level of Review: Select _____

Type of Generation Equipment: Select _____

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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: _____

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.

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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: _____

Customer-Generator Signature: _____ Date: _____

Printed Name: _____ Title: _____

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

DC Source Rating: ___ kW_{DC}

Nominal DC Voltage: ___ V_{DC}

Ampere Rating: ___ Amps_{DC}

Inverter Information:

Inverter Manufacturer: _____

Inverter Type: Select Type _____

Model Number of Inverter: _____

Number of Units:

Inverter Rating: ___ kW_{AC}

Voltage Rating: ___ Volts_{AC}

Ampere Rating: ___ Amps_{AC}

Power Factor: ___ %,

Number of Phases: Select

EXHIBIT A

Frequency: ___ Hz.

IEEE1547/UL1741 Certification: Select

Evidence of Certification attached: Select

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.

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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

EXHIBIT A

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

EXHIBIT A

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.

EXHIBIT A

- 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

EXHIBIT A

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

EXHIBIT A

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.

EXHIBIT A

- 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.

EXHIBIT A

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.

EXHIBIT A

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.

EXHIBIT A

ATTACHMENT B

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: _____

EXHIBIT A

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 Inspection¹⁰:

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 Signature¹¹:

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: _____

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

11 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.

EXHIBIT A

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: _____

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

PETITION OF PECO ENERGY :
COMPANY FOR WAIVER OF : DOCKET NO. P-2018-
STANDARD INTERCONNECTION :
APPLICATION AND AGREEMENT :
FORMS :

CERTIFICATE OF SERVICE

I certify and affirm that I have this day served a copy of the *Petition of PECO Energy Company for Waiver of Standard Interconnection Application and Agreement Forms* in the above-referenced docket, on the following persons in the matter specified with the requirements of 52 Pa. Code § 1.54:

VIA ELECTRONIC MAIL, FIRST CLASS MAIL OR FEDERAL EXPRESS (AS DESIGNATED BELOW:

VIA FEDERAL EXPRESS SERVICE

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Keystone Building
400 North Street, Second Floor
Harrisburg, PA 17120
rchiavetta@pa.gov

RECEIVED

AUG 15 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

VIA FIRST CLASS MAIL & ELECTRONIC MAIL

Stephen Ekema-Agbaw, Assistant Counsel
Department of Conservation and Natural Resources
Governor's Office of General Counsel
Commonwealth of Pennsylvania
Rachel Carson State Office Building, 7th Floor
400 Market St. | Harrisburg, PA 17105
sekema@pa.gov

**VIA FIRST CLASS MAIL &
ELECTRONIC MAIL**

Tanya J. McCloskey
Office of Consumer Advocate
Forum Place, 5th Floor
555 Walnut Street
Harrisburg, PA 17101-1923
tmccloskey@paoca.gov

**VIA FIRST CLASS MAIL &
ELECTRONIC MAIL**

Richard A. Kanaskie
Bureau of Investigation and Enforcement
PA. Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120
rkanaskie@pa.gov

**VIA FIRST CLASS MAIL &
ELECTRONIC MAIL**

Elizabeth Rose Triscari
Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101
etriscari@pa.gov

**VIA FIRST CLASS MAIL &
ELECTRONIC MAIL**

Paul T. Diskin, Director
Bureau of Technical Utility Services
PA. Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120
pdiskin@pa.gov

Dated: August 15, 2018



Michael Swerling (Pa. No. 94748)
Assistant General Counsel
PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19103
Phone: 215.841.4220
Fax: 215.568.3389
Email: Michael.swerling@exeloncorp.com

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AUG 15 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

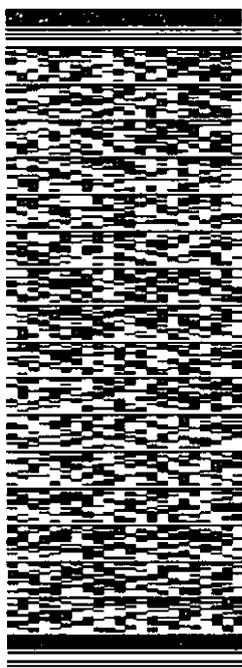
ORIGIN/D/REDA (215) 941-5353
ANITA ZAKETA
2301 MARKET STREET
S23-1
PHILADELPHIA, PA 19103
UNITED STATES US

SHIP DATE: 15AUG18
ACTWGT: 1.00 LB
CAD: 102138557/NET4040
BILL SENDER

TO ROSEMARY CHAVETTA, SECRETARY
PA PUBLIC UTILITY COMMISSION
400 NORTH ST FL 2
COMMONWEALTH KEYSTONE BUILDING
HARRISBURG PA 17120

REF: (717) 772-7777
INV. PO. DEPT.

552J1/3309/DCA5



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