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E-File

September 14, 2020

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17120-3265

**Re: Petition of PPL Electric Utilities Corporation for Waiver of the Standard
 Interconnection Agreement Form
 Docket No. P-2020-**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is the Petition for Waiver of the Standard Interconnection Agreement Form of PPL Electric.

Pursuant to 52 Pa. Code § 1.11, the enclosed document is to be deemed filed on September 14, 2020, which is the date it was filed electronically using the Commission's E-filing system.

Copies have been served in the manner indicated on the attached Certificate of Service.

If you have any questions, please do not hesitate to contact me.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Michael J. Shafer", written over a blue horizontal line.

Michael J. Shafer

Enclosures

cc: Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of PPL Electric Utilities Corporation :
for Waiver of the Standard Interconnection : Docket No. P-2020-_____
Agreement Form :
:

**PETITION OF PPL ELECTRIC UTILITIES CORPORATION
FOR WAIVER OF THE
STANDARD INTERCONNECTION AGREEMENT FORM**

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

In accordance with the provisions of 52 Pa. Code § 5.41, PPL Electric Utilities Corporation ("PPL Electric") requests that the Pennsylvania Public Utility Commission ("PUC" or "Commission") approve a waiver of the Commission's standardized interconnection agreement form as applied to the Commonwealth of Pennsylvania's Department of Conservation and Natural Resources ("DCNR").

A. INTRODUCTION

1. This Petition is filed by PPL Electric, a public utility subject to the regulatory jurisdiction of the Commission.
2. PPL Electric's address is PPL Electric Utilities Corporation, Two North Ninth Street, Allentown, Pennsylvania 18101.
3. PPL Electric's attorneys are:

Kimberly A. Klock (I.D. # 89716)
Michael J. Shafer (I.D. # 205681)
PPL Services Corporation
Two North Ninth Street
Allentown, PA 18101
Phone: 610-774-5696

Fax: 610-774-4102
E-mail: kklock@pplweb.com
E-mail: mjshafer@pplweb.com

4. PPL Electric furnishes electric distribution, transmission and default supply services to approximately 1.4 million customers throughout its certificated service territory, which includes all or portions of twenty-nine counties and encompasses approximately 10,000 square miles in eastern and central Pennsylvania.

5. PPL Electric is a “public utility,” and an “electric distribution company” (“EDC”) as defined in Sections 102 and 2803 of the Pennsylvania Public Utility Code, 66 Pa.C.S. §§ 102, 2803.

B. REQUEST FOR WAIVER

6. In an Opinion and Order entered February 27, 2009, the Commission adopted standard interconnection application and agreement forms for Level 1 and Level 2 through 4 interconnection projects. Implementation of the *Alternative Energy Portfolio Standards Act of 2004: Standard Interconnection Application Forms*; Docket No. M-00051865.

7. Consistent with this Opinion and Order, PPL Electric uses the standardized forms adopted by the Commission as part of the interconnection process described in 52 Pa. Code §§ 75.1 to 75.51.

8. PPL Electric received a Level 2 interconnection application from DCNR to interconnect a 32.4 kW solar photovoltaic system at Weiser State Forest in Columbia County, Pennsylvania. During the application process, DCNR requested that PPL Electric agree to modify the existing standardized terms and conditions in the Level 2 through 4 Interconnection Agreement, which is attached hereto as Exhibit A. Specifically, DCNR requests that PPL

Electric make the following modifications to the sections of the agreement dealing with indemnification (Section 9) and limitation of liability (Section 10):

~~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, 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.~~

9. DCNR has represented that these modifications are necessary to ensure adherence to 1 Pa.C.S. § 2310, which states that the Commonwealth, its officers, and its employees are subject to sovereign immunity, unless such immunity is specifically waived by the General Assembly. As an agency of the Commonwealth, this provision is applicable to DCNR.

10. An identical issue was previously considered by the Commission at Docket No. P-2011-2238314, Petition of Metropolitan Edison Company for Waiver of Standard Interconnection Application and Agreement Forms (Order dated October 28, 2011), and Docket No. P-2019-3011599, Petition of West Penn Power Company for Waiver of Standard Interconnection Application and Agreement Forms (Order dated August 8, 2019). In the aforementioned proceedings, Metropolitan Edison Company ("Met-Ed") and West Penn Power Company ("West Penn") requested that the Commission authorize Met-Ed and West Penn to

remove and modify the same language identified herein within a DCNR interconnection agreement. The Commission approved the proposed modifications to the indemnification and limitation of liability provisions in both proceedings.

11. Accordingly, PPL Electric requests that the foregoing modifications to the indemnification (Section 9) and limitation of liability (Section 10) sections of its Level 2 through 4 Interconnection Agreement be approved by the Commission for the above-referenced interconnection request by DCNR consistent with prior Commission Orders.

C. CONCLUSION

WHEREFORE, in light of the foregoing, PPL Electric Utilities Corporation respectfully requests that the Pennsylvania Public Utility Commission enter an Order authorizing PPL Electric Utilities Corporation to modify the standardized interconnection agreement for the DCNR project described herein.

Respectfully submitted,



Kimberly A. Klock (I.D. # 89716)
Michael J. Shafer (I.D. # 205681)
PPL Services Corporation
Two North Ninth Street
Allentown, PA 18101
Phone: 610-774-5696
Fax: 610-774-4102
E-mail: kklock@pplweb.com
E-mail: mjshafer@pplweb.com

Dated: September 14, 2020

VERIFICATION

I, GEORGE E. BEAM, being a Senior Engineer at PPL Electric Utilities Corporation, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief and that I expect PPL Electric Utilities Corporation to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Date: 9/11/2020

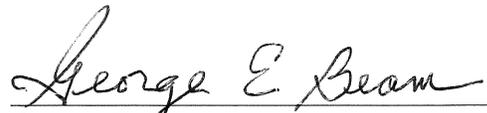

George E. Beam

EXHIBIT A

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.

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 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.

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 PPL Electric Utilities Corporation :
for Waiver of the Standard Interconnection : Docket No. P-2020-_____
Agreement Form :

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true and correct copy of the foregoing document upon the individuals listed below, in accordance with the requirements of 52 Pa. Code § 5.41(b).

VIA EMAIL

John R. Evans
Small Business Advocate
Office of Small Business Advocate
Suite 1102, Commerce Building
300 North Second Street
Harrisburg, PA 17101
Email: jorevan@pa.gov

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

Richard A. Kanaskie
Bureau of Investigation & Enforcement
Pennsylvania Public Utility Commission
PO Box 3265
Harrisburg, PA 17105-3265
Email: rkanaskie@pa.gov

John M. Dubaich, P.E.
Dept. of Conservation & Natural Resources
Bureau of Facility Design & Construction
Commonwealth of Pennsylvania
Rachel Carson State Office Building, 8th fl.
400 Market Street
Harrisburg, PA 17101
Email: jdubaich@pa.gov

Dated: September 14, 2020



Kimberly A. Klock (I.D. # 89716)
Michael J. Shafer (I.D. # 205681)
PPL Services Corporation
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Counsel for PPL Electric Utilities Corp.