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March 20, 2026

VIA ELECTRONIC FILING

Matthew Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

Re: PA Public Utility Commission, *et al.* v. PPL Electric Utilities Corporation
Docket Nos. R-2025-3057164, *et al.*

Dear Secretary Homsher:

Enclosed please find the Statement of the Joint Solar Advocates in Support of Portions of the Joint Petition for Approval of Non-Unanimous Settlement of All Issues in the above captioned proceeding.

Copies are being served in accordance with the attached Certificate of Service. Please contact me with any questions or concerns.

Very truly yours,



Alan M. Seltzer

AMS/psm
Enclosure

cc: Deputy Chief Administrative Law Judge Christopher P. Pell
Administrative Law Judge Barbara Shadie-Nause
Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission	:	Docket Nos. R-2025-3057164
Coalition For Affordable Utility Services and	:	
Energy Efficiency in Pennsylvania	:	C-2025-3057844
Office of Small Business Advocate	:	C-2025-3057889
Office of Consumer Advocate	:	C-2025-3058130
Brad and Jennifer Wooley	:	C-2025-3057946
PP&L Industrial Customer Alliance	:	C-2025-3058271
Convergent Energy and Power LP	:	C-2025-3058300
Solar Energy Industries Association and The	:	C-2025-3058251
Coalition for Community Solar Access	:	
Rik Bhattacharyya	:	C-2025-3058846
Safiya Junaid	:	C-2025-3058982
Stacey Kimmel-Smith	:	C-2025-3059151
John Gadowski	:	C-2025-3059330
Thatcher Graham	:	C-2026-3060429
	:	
v.	:	
	:	
PPL Electric Utilities Corporation	:	

**STATEMENT OF THE JOINT SOLAR ADVOCATES IN SUPPORT
OF PORTIONS OF THE JOINT PETITION FOR APPROVAL
OF NON-UNANIMOUS SETTLEMENT OF ALL ISSUES**

TO THE ADMINISTRATIVE LAW JUDGES CHRISTOPHER P. PELL AND BARBARA SHADIE NAUSE:

The Coalition for Community Solar Access¹ and the Solar Energy Industries Association² (collectively, the “Joint Solar Advocates” or “JSA”), signatories to the Joint Petition for Approval

¹ The Coalition for Community Solar Access (“CCSA”) is a 501(c)(6) nonprofit trade organization focused on supporting the community solar industry through legislative and regulatory efforts. CCSA has over 120 member companies and is active in virtually all state-level community solar markets, as well as the federal level. CCSA is an active participant in community solar issues pending before the Pennsylvania General Assembly, which includes net metering by customer generators.

² The Solar Energy Industries Association (“SEIA”) is the national trade association for the United States solar industry. SEIA works to support solar energy by expanding markets, reducing costs, increasing generation reliability, removing market barriers, and providing education on the benefits of

of Non-Unanimous Settlement of All Issues (“Settlement”), respectfully request that the terms and conditions of the Settlement be approved as lawful and in the public interest by the Administrative Law Judges (“ALJs”) Christopher P. Pell and Barbara Shadie Nause, and the Pennsylvania Public Utility Commission (“Commission”), without modification, for the reasons set forth below.³

I. INTRODUCTION

On September 30, 2025, pursuant to Section 1308(8) of the Public Utility Code, 66 Pa. C.S. §1308(d), PPL Electric Utilities Corporation’s (“PPL Electric” or the “Company”) filed Original Tariff Electric – Pa. P.U.C. No. 202. Among other things, the Company proposed to assign default supply customers on the Generation Supply Charge (“GSC”) to Rate GSC-1 or Rate GSC-2 based on their maximum registered peak load (“MRPL”), as created and defined by the Company’s proposed tariff filed for the first time in this proceeding. The effect of this new change would be to shift certain net-metered customer-generators from Rate GSC-1 to Rate GSC-2 and significantly reduce the compensation they would receive for annual net excess generation – known as the “cashout.” The Company’s MRPL proposal was supported by the testimony of Andrew Castanaro (PPL Statement No. 15).

On October 27, 2025, the JSA filed a Petition to Intervene in the proceeding and on October 31, 2025, the JSA also filed a Complaint against PPL Electric’s proposed tariff changes that was docketed at C-2025-3058251. As explained in both the Petition to Intervene and Complaint, the JSA’s primary concern in this proceeding was the adverse impact of the Company’s MRPL

solar energy and energy storage. SEIA works with its 1,200 member companies and other strategic partners to advocate for policies that promote the aforementioned goals.

³ As noted in the Settlement, the JSA only supports the provisions addressing the Maximum Registered Peak Load (“MRPL”) proposal. The JSA takes no position on the remaining provisions of the Settlement.

proposal on the ability of customer-generators to economically develop, install, and operate net-metered renewable energy projects in PPL Electric’s service territory.

Throughout this proceeding, the JSA has sought to protect the investments of customer-generators in alternative energy projects, primarily solar-powered, which were made in reliance on the provisions of Pennsylvania’s Alternative Energy Portfolio Standards Act, 73 P.S. §§ 1648.1-1648.9 and 71 P.S. § 714 (“AEPS Act”). The Act both created customer-generators and the method and pricing under which such generators must be compensated for the electric energy they lawfully produce and deliver via net-metering to PPL Electric and other electric distribution companies across the Commonwealth.⁴

Pursuant to the procedural deadlines established in Prehearing Order #1, issued November 14, 2025, the JSA submitted the Direct Testimonies of Kevin Lucas (JSA Statement No. 1) and Justin Barnes (JSA Statement No. 2), the Rebuttal Testimony of Kevin Lucas (JSA Statement No. 1-R), and the Surrebuttal Testimonies of Kevin Lucas (JSA Statement No. 1-SR) and Justin Barnes (JSA Statement No. 2-SR). Although the JSA was permitted by the ALJs to file sur-rejoinder testimony to PPL Electric’s rejoinder testimony, it was not necessary to do so because of the settlement of the MRPL issues achieved by PPL Electric and the JSA that is now part of the broader Settlement.

During the proceeding, the JSA (i) evaluated and critiqued PPL Electric’s MRPL proposal

⁴ The AEPS Act defines “alternative energy” and provides the minimum amounts of alternative energy that must be included within the electricity supply sold by EDCs. 73 P.S. §§ 1648.1-1648.8. The AEPS Act defines “net metering” by “customer-generators.” Net metering is the measured difference between “the electricity supplied by an electric utility and the electricity generated by a 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.” 73 P.S. § 1648.2. Customer-generators are “nonutility owners or operators of a net metered distributed generation system with a nameplate capacity of not greater than 50 kilowatts if installed at a residential service or not larger than 3,000 kilowatts at other customer service locations...”. 73 P.S. § 1648.2.

to reclassify certain net-metered customer-generators from the small customer Rate GSC-1 to the large customer Rate GSC-2 without any provision for protecting the legacy rights of existing or partially developed net-metered alternative energy customer-generator projects, and (ii) offered a reasonable alternative proposal designed to compensate customer-generators based upon a more holistic view of the value they provide to PPL Electric and other customers as well as a proposal for legacy rights treatment for certain projects under the GSC-1 Rate.

Specifically, based on evidence that PPL Electric's current GSC-2 tariff ignored benefits to the Company's system associated with customer-generators' excess electricity made available to PPL Electric, the JSA proposed including a capacity credit in the compensation rate for customer-generators assigned to Rate GSC-2. This capacity credit was proposed to be based on each customer-generator's electricity production during PJM's⁵ peak demand period so as to properly reflect the benefit that these customer-generators provide to PPL Electric and its customers on a system-wide basis. In addition, the JSA proposed to establish GSC-1 "legacy rights" for operational and mature in-development customer-generator projects. With respect to operational projects and projects with in-progress interconnection upgrade work as of the filing date of the Company's current rate case application, the JSA proposed full legacy rights without condition for the operational life of the project, meaning these projects would continue to receive compensation for their excess generation during cashout under PPL Electric's GSC-1 rate. This proposed treatment was intended to recognize and protect the significant investments these customer-generators made in reasonable reliance on the regulatory regime specifically established by the Pennsylvania General Assembly in the AEPS Act as well as business and economic fairness.

⁵ PJM Interconnection, L.L.C. or "PJM" is a regional transmission organization that coordinates the movement of wholesale electricity in all or parts of 13 states and the District of Columbia. <https://www.pjm.com/about-pjm>

For customer-generator projects with pending interconnection requests with PPL Electric submitted prior to the filing date of the instant rate case application, the JSA proposed providing full legacy rights for the operational life of the project subject to the customer-generator voluntarily electing to: (1) make a non-refundable deposit of 50% of the Company's estimated costs of distribution upgrades, and (ii) transfer the Alternative Energy Credits ("AECs")⁶ produced by the project to PPL Electric at no cost for the term of the legacy rights period. This proposed treatment was intended to ensure that legacy rights were provided to the most mature customer-generator projects and that the total benefits provided by these projects, inclusive of the value of the AECs, eliminated any upward pressure on the GSC-1 rate.

The terms and conditions of the Settlement satisfactorily address the MRPL issues raised in the JSA in its Petition to Intervene, Complaint and testimony. The JSA acknowledges that the Settlement contains modifications from the MRPL-related recommendations originally proposed by the JSA, as well as modifications of PPL Electric's MRPL proposal, but these changes were arrived at through good faith negotiations and provide a reasonable balance of the parties' various interests. As will be detail below, the JSA submits that the Settlement is in the public interest and the interest of PPL Electric's ratepayers and should be approved by the Commission without modification. As noted above, this Statement in Support addresses only the terms and conditions of the Settlement that specifically relate to the MRPL issues that were the focus of the JSA in this proceeding.

⁶ Under the AEPS and the Commission's regulations at 52 Pa. Code §75.1, an AEC is "[a] tradable instrument that is used to establish, verify and monitor compliance with the act. A unit of credit must equal 1 megawatt hour of electricity from an alternative energy source. An alternative energy credit shall remain the property of the alternative energy system until the alternative energy credit is voluntarily transferred by the alternative energy system."

II. STANDARDS FOR APPROVAL OF SETTLEMENT

It is well established that to approve a settlement the Commission must determine that the proposed terms and conditions, viewed in the context of the settlement as a whole, are in the public interest.⁷ In this regard, the Commission has recognized that a settlement “reflects a compromise of the positions held by the parties of interest, which, arguably fosters and promotes the public interest.”⁸ The Commission’s regulations declare: “it is the policy of the commission to encourage settlements.”⁹ The Commission has explained that the results achieved from a negotiated settlement, in which the interested parties have had an opportunity to participate, “are often preferable to those achieved at the conclusion of a fully litigated proceeding.” As discussed further below, the specific terms of the Settlement that address and resolve the MRPL issues raised by the JSA in its testimony are in the public interest because they fully recognize the interests of PPL Electric non-generating customers, customer-generators, and the Company.

III. SETTLEMENT TERMS¹⁰

A. REVENUE REQUIREMENT

B. REVENUE ALLOCATION

C. RATE DESIGN

D. DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (“DSIC”)

E. STORM DAMAGE EXPENSE RIDER (“SDER”)

F. CUSTOMER SERVICE, LOW INCOME, AND UNIVERSAL SERVICE ISSUES

G. VEGETATION MANAGEMENT

⁷ See *Pa. P.U.C. v. CS Water & Sewer Assoc.*, 74 Pa. P.U.C. 767, 771 (1991); *Pa. P.U.C. v. Phila. Elec. Co.*, 60 Pa. P.U.C. 1, 22 (1985).

⁸ *Pa. P.U.C. v. CS Water & Sewer Assoc.*, 74 Pa. P.U.C. 767, 771 (1991)

⁹ 52 Pa. Code § 5.231.

¹⁰ Where a topic below has no text, the JSA takes no position on that specific provision of the Settlement.

H. RELIABILITY

I. LARGE LOAD INTERCONNECTIONS

J. MAXIMUM REGISTERED PEAK LOAD

1. Rate GSC-1 Legacy Rights Framework

The Commission has previously adopted MRPL-type proposals applicable to net-metered customer-generators in proceedings involving UGI Utilities, Inc. – Electric Division and Citizens Electric Company of Lewisburg. However, these proceedings did not address the significant impacts of such proposals on existing and under development customer-generators projects that have relied on a regulatory regime that compensated them for excess annual electricity generation at a small-customer Price To Compare (“PTC”)¹¹ level rather than at a lower large-customer default service rate. No provision was made in these prior proceedings for treating legacy customer-generator projects that had already committed significant resources in developing their projects in an equitable and fair manner. In contrast, the Settlement provides that certain operational and near-operational customer-generators will have legacy rights status (*i.e.*, be grandfathered) under their existing default service rate, Rate GSC-1, until December 31, 2036. Beginning January 1, 2037, such customer-generators will be subject to PPL Electric’s default service rate classifications in place at that time. Settlement ¶ 99.

The maximum amount of legacy status customer-generator capacity that can take default supply service under Rate GSC-1 is limited to 140 MW-AC (the “Cap”). Settlement ¶ 100. This is a limitation that ensures that PPL Electric’s small customer rates will not be adversely impacted

¹¹ Under the Commission’s regulations, the PTC is defined as follows: “*PTC—Price-to-compare—* A line item that appears on a retail customer’s monthly bill for default service. The PTC is equal to the sum of all unbundled generation and transmission related charges to a default service customer for that month of service. 52 Pa. Code § 54.182.”

by continuing to compensate legacy customer-generators at the GSC-1 rate. After the Cap is fully allocated, any customer-generator without a Cap capacity allocation will be required to take default supply service under the Company's Rate GSC-2. *Id.* PPL Electric will provide regular public updates on its website regarding the amount of available Cap capacity remaining, as well as notification of when the Cap has been fully allocated. Settlement ¶ 101.

These Settlement provisions address the concerns raised by JSA witness Barnes regarding the need to establish a legacy rights policy for net-metered customer-generators subject to reclassification from Rate GSC-1 to Rate GSC-2 under the Company's MRPL proposal. JSA Statement No. 2 at 32-33. By allowing 140 MW of net-metered capacity to continue to take service under Rate GSC-1, the Settlement appropriately balances the respective interests of both customer-generators and PPL Electric's small customers.

On one hand, the Settlement Cap adheres to the principles of fairness and gradualism discussed by JSA witness Barnes by allowing a certain number of customer-generators that incurred significant investment costs to develop renewable energy facilities based on the terms and conditions in PPL Electric's tariffs, as they were known and relied upon at the time those investments were made, to avoid the "rate shock" of being immediately switched to Rate GSC-2. JSA Statement No. 2 at 33-34, 36. Under the Settlement, these customer-generators are afforded a ten-year legacy rights period under Rate GSC-1 with the understanding that once their legacy rights period concludes, they will be subject to the rate structure, terms, and conditions in effect at that time.

On the other hand, the Cap provides a level of protection for Rate GSC-1 default service customers from the potential escalation of payments to net-metered customer-generators at the GSC-1 rate over time by limiting the amount of net excess generation compensated at the GSC-1

PTC. JSA Statement No. 2 at 34. Specifically, the JSA's evidence demonstrated that while annual excess generation from net-metered customer-generators can reduce the generation supply costs that feed into the GSC-1 rate (JSA Statement No. 2 at 10), given its size, the GSC-1 rate class is constrained in its ability to absorb the additional generation from which cost savings can be fully realized. (JSA Statement No. 2 at 34).

Ultimately, the MRPL-related terms and conditions of the Settlement generally align with the JSA's stated objectives for a balanced legacy rights framework by: (1) providing reasonable protections in an equitable manner to both GSC-1 customers and net-metered customer-generators; (2) minimizing future risks and uncertainties regarding the cost impact of payments made to customer-generators and the level of compensation paid for their excess annual supply during cashout; and (3) ensuring that the applicable legacy rights qualification milestones and thresholds are clear and practicable so as to limit the potential for future disputes and significant administration work by PPL Electric. JSA Statement No. 2 at 37.

2. *Rate GSC-2 Compensation Structure Refinement*

In addition to preserving the legacy rights of customer-generators, the JSA's evidence in the proceeding also addressed the proper structuring of the compensation rate for excess annual electricity generation for customer-generators transferred to PPL Electric's large customer default service, in this case the GSC-2 rate. The Settlement provides necessary clarity regarding the calculation of compensation for net excess generation paid to customer-generators taking service under Rate GSC-2. First, it specifies that the Rate GSC-2 compensation calculation for net excess generation shall include three new components that are not currently included in PPL Electric's tariff: (i) a capacity component, calculated according to a defined methodology; (ii) line losses; and (iii) a gross-up of the generation component for the Gross Receipts Tax. Settlement ¶ 101. In addition to these new rate components, the Settlement also clearly identifies the following existing

Rate GSC-2 compensation components and the methodologies used to derive each component value: (i) energy, (ii) HP Adder, (iii) E-Factor; (iv) administrative charges, and (v) transmission. Settlement ¶ 105. Finally, through the period ending December 31, 2041, PPL Electric will not propose, as part of any Commission proceeding, to change the structural components used to compensate customer-generators taking service under Rate GSC-2 for the net excess generation they produce. Settlement ¶ 104.

Altogether, these Settlement terms address the JSA's concern that compensation for net excess generation under Rate GSC-2, as proposed by the Company, improperly omitted a credit for the generation capacity benefit that customer-generators provide. JSA Statement No. 2 at 29-31. The inclusion of a capacity credit in the Rate GSC-2 compensation rate, as provided in the Settlement, recognizes some of the cost savings benefits provided by excess generation from customer-generators for the Rate GSC-2 customer class. Aside from the inclusion of capacity value, the Settlement's identification of each Rate GSC-2 compensation rate component and its associated calculation methodology will provide greater assurance to customer-generators in the future that their excess generation being sold to PPL Electric is being fairly valued in accordance with the AEPS Act.

3. Public Interest of MRPL-Related Terms

The JSA submit that the MRPL-related terms and conditions of the Settlement are in the public interest and adhere to the Commission's policies promoting negotiated settlements.¹² As noted above, the Settlement appropriately balances the interests of non-generating customers, customer-generators, as well as PPL Electric, while operating within the MRPL concept that the Commission has previously approved in different forms for other electric utilities. Specifically, the

¹² 52 Pa. Code § 69.391; *see also* 52 Pa. Code § 5.231.

Settlement achieves a fair resolution of the complex and multi-faceted MRPL issue by balancing the competing interests and claims of customers, PPL Electric and the JSA, the latter as a representative of a large number of customer-generators operating and developing projects in Pennsylvania specifically as envisioned by the AEPS Act. The MRPL-related terms and conditions of the Settlement will allow net energy metering customer-generators to continue to economically develop, install and operate alternative energy customer generation facilities in PPL Electric's service territory, while mitigating any potential negative rate impacts on PPL Electric's other customers.

This balance of interest reflected in the Settlement was achieved after extensive negotiation, and the Joint Petitioners have reached an amicable resolution of the MRPL and the other issues as embodied in the Settlement. In this regard the Settlement reflects "a compromise of the positions held by the parties of interest, which, arguably fosters and promotes the public interest."¹³

K. ELECTRIC VEHICLE ("EV") TIME-OF-USE ("TOU") CHARGING REBATE PROGRAM AND DIRECT CURRENT FAST CHARGER ("DCFC") RATE

L. IT UPGRADES

M. RETAIL TARIFF

N. SUPPLIER TARIFF

O. BEHIND-THE-METER NON-EXPORTING BATTERY ENERGY STORAGE SYSTEMS

IV. VICE CHAIR BARROW'S OCTOBER 23, 2025 STATEMENT

This Statement in Support does not specifically address the October 23, 2025 Statement of Vice Chair Kimberly Barrows because the Company's MPRL proposal was not among the issues

¹³ *Pa. P.U.C. v. CS Water & Sewer Assoc.*, 74 Pa. P.U.C. 767, 771 (1991)

that were addressed in the Vice Chair's Statement.

V. CONCLUSION

WHEREFORE, the Joint Solar Advocates respectfully request that Deputy Chief Administrative Law Judge Christopher P. Pell, Administrative Law Judge Barbara Shadie Nause, and the Pennsylvania Public Utility Commission approve the MRPL terms of the Settlement without modification.



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Dated: March 20, 2026

*Counsel for Solar Energy Industries Association
and the Coalition for Community Solar Access*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this filing 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).

VIA EMAIL ONLY

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Alan M. Seltzer

Date: March 20, 2026

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