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July 17, 2019

Mark D. Marini, Secretary
Department of Public Utilities
One South Station, 5th Floor
Boston, MA02110

Re: Interconnection of Distributed Generation Tariff - D.P.U. 17-164

Dear Secretary Marini:

On behalf of Fitchburg Gas and Electric Light Company d/b/a Unitil, Massachusetts Electric Company and Nantucket Electric Company, d/b/a National Grid, NSTAR Electric Company d/b/a Eversource Energy (the “Distribution Companies”), enclosed for filing is a document representing the Distribution Companies’ proposed Group Study language as of March 1, 2019, with additional language negotiated with distributed generation developers (through NECEC) in the wake of the June 11, 2019 technical session in this docket held by the Department of Public Utilities (the “Department”). The additional language is highlighted in yellow in the attached document. Other than this additional language, the Distribution Companies March 1, 2019 proposal remains unchanged. As such, both the Distribution Companies’ and NECEC’s comments on the March 1, 2019 proposal stand as filed.

As the Department is aware, the June 11, 2019 technical session focused on potential additional language changes on the following Group Study topics:

- Section 1.2, Definition of “Group Study”
- Section 3.4.1(d), Time Frames and Impacts on Preceding Studies
- Section 3.4.1(i), Project Changes
- Section 3.4.1(m), Sharing of Confidential Business Information

The Distribution Companies acknowledge the good faith effort made by NECEC to discuss the Distribution Companies’ proposed language changes to the March 1, 2019 group study provisions addressing each of these topics. Of note, the Distribution Companies and NECEC attempted to agree upon language supporting a refined definition of Group Study that contemplated up to two phases of study prior to the issuance of an executable interconnection service agreement. The first phase would include time frames that would produce distribution System Modification cost estimates within plus/minus 25 percent, along with an estimated construction duration timeframe. A second phase would be available, prior to the issuance of an ISA, to Group members

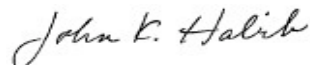
upon their unanimous request to produce further refined distribution System Modifications with a cost estimate within plus/minus 10 percent (with construction milestones), with an understanding that the Distribution Companies would need to revise their proposed March 1, 2019 Time Frames to accommodate a study process that ultimately produced a plus/minus 10 percent cost estimate.

It is the Distribution Companies' understanding that NECEC may be submitting its own brief comments on the status of the discussions with the Distribution Companies on these issues. If you have any questions relative to this filing, please do not hesitate to contact me or the counsel below:

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Sincerely,



John K. Habib, Esq.

On Behalf Of:
NSTAR Electric Company
d/b/a Eversource Energy

Enclosures

cc: Service List D.P.U. 17-164

1.2 **Definitions**

“Common Study Area” shall mean a discrete portion of the Company EPS where the operation of multiple Interconnecting Customers’ Facilities may have cumulative impacts and/or require Common System Modifications on the Company’s EPS. The Company shall determine if ~~applications~~Interconnection Applications fall within a Common Study Area. A Common Study Area may include, but is not limited to, an area that: (1) is fed from a common substation, or (2) is bounded by a circuit.

“Common System Modification” shall mean any System Modification that is required for more than one ~~Interconnecting~~Interconnecting Customer’s Facility as determined by the Company.

“Group” shall mean two or more Interconnection Applications for proposed Facilities (by the same or different Interconnecting Customer(s)) in a Common Study Area. The order of Interconnection Applications within a Group shall be determined on the basis of the date the Interconnection Applications were ~~received~~deemed complete by the Company. References to a Group member shall mean the Interconnecting Customer for the Facility included within the Group. Where Group consent is required by the Company, such consent shall be in writing signed by duly authorized members of each Group member, in form and substance satisfactory to the Company.

“Group Study” shall mean a ~~single~~ modified combined Impact ~~Study~~ and/or Detailed Study that may be performed at the same time for a Group, instead of each ~~application~~Interconnection Application undergoing such study separately (either sequentially or in parallel as determined by the Company). The Group Study will produce an estimate for the cost of System Modifications to the Company’s EPS within +/- 25%. The Company may elect to commence a Group Study before or after the Preceding Study, if any, is completed.

“Preceding Study” shall mean any study of an Interconnecting Customer’s Facility within a Common Study Area that is in process prior to the formation of a Group. ~~An on-going~~A Preceding Study shall be considered to be “in process” from the effective date of the fully executed study agreement through the effective date of a fully executed Interconnection Service Agreement. A Group Study will be considered a Preceding Study for any ~~interconnection applications~~Interconnection Applications received after the Group ~~Study Window (defined in Section 3.4.1.a.)~~ has ~~commenced~~closed. Interconnecting Customers with a Preceding Study (that is not an on-going Group Study) shall not be required to be part of a Group or participate in a Group Study, but may be part of the Group interconnection solution as set forth in Section 3.4.1.d) below.

3.4 **Standard Process**

3.4.1. Group Study Process

- a) The Company may form a Group any time it receives more than one Interconnection Application through the Expedited or Standard Process for proposed Facilities in a Common Study Area. The Company will notify Interconnecting Customers prior to the commencement of any individual Impact Study that such Interconnecting

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Customer's application will be processed as part of a Group. ~~("Group Notification").~~ The Company may also, in its sole judgment, conduct a study for an Interconnecting Customer's Facility separate from the Group even if such Facility is within the Common Study Area. The Company will accept completed Interconnection Applications in a Common Study Area for a period not to exceed 40 days¹ from the first Group Notification ("Group Window"). The Company, in its sole discretion, may close the Group Window earlier.

- b) ~~A Group Study may only commence when all members of the Group have met the prerequisites for commencement of an Impact Study. The application~~ Interconnection Application receipt and review, and all initial screening reviews, ~~(preceding an Impact Study) ("Required Reviews"),~~ for each potential Group member is subject to the applicable Time Frames set forth in the Interconnection Tariff, Tables 2 to 4, as applicable. The Time Frames for completion of the Group Studies shall set forth in this Section 3.4.1 may be by mutual agreement. ~~affected and/or suspended if there is a Preceding Study, and as otherwise set forth in this Interconnection Tariff.~~

The Company shall invite all potential Group members to a Group Study scoping meeting to discuss the feasibility of the Group Study ~~after the initial or screening reviews have been completed for all potential Group members.~~ ("Scoping Meeting"). ~~The Group shall~~ Scoping Meeting will be closed to additional members when determined set by the Company ~~but in any event no later than on or before and held within 20 days of the end of the date~~ Group Window or the Company's completion of the scoping meeting for the Group Required Reviews, whichever is scheduled to be held later. The Company reserves the right to add ~~group~~ Group members after the ~~meeting is held~~ Group Window and/or Scoping Meeting for critical or compelling business cases and all Group members will be informed immediately of the changes.

- ~~c) Group members shall have 10 days after the Scoping Meeting to notify the Company as to whether the Group member wishes to proceed. If a Group member fails to provide such notice, the Group member's Interconnection Application shall be deemed withdrawn and the Facility will not be included in the Group Study.~~

The Company shall issue the Group Study agreement to remaining Group members within 15 days of the expiration of the above Group member notice to proceed Time Frame. There will be no changes or modifications to the scope of the ~~study~~ Group Study allowed once the Company sends the study agreement to the ~~group.~~

~~Group, except as provided below in Section i) below. The Company may include an attachment to the Group Study agreement with any special conditions or requirements relating to the Group Study.~~ Group members have 15 days to execute the Group Study ~~Agreement~~ agreement, and submit payment of fees in a form acceptable to the Company.

- ~~ed) The Company shall not be required to conduct any Group Study without receiving full payment for such study from the Group. Once each Group member executes the~~

¹ All Time Frames referenced in this section shall, unless otherwise noted, be measured in Business Days.

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Group Study agreement and pays the costs thereof, the Company will conduct the Group Study in accordance with the processing Time Frames below. The Company will provide updates to the Group as soon as practicable if the Company's study will not be completed within the estimated Time Frames below. The Group Study Time Frames shall not be subject to the Company's Time Frame enforcement metric established pursuant to Department order D.P.U. 11-75-F.

<u>Equal to or less than 3 Interconnection Applications with an aggregate Nameplate Capacity of equal to or less than 10 MW and estimated aggregate System Modifications less than \$1,500,000.00</u>	<u>100 days</u>
<u>Equal to or less than 5 Interconnection Applications with an aggregate Nameplate Capacity of equal to or less than 25 MW and estimated aggregate System Modifications less than \$1,500,000.00</u>	<u>125 days</u>
<u>Over 5 Interconnection Applications, over 25 MW of cumulative Nameplate Capacity, or any Group Study with estimated aggregate System Modifications \$1,500,000.00 or more</u>	<u>160 days</u>

Where there is a preceding Interconnecting Customer(s) with a proposed Facility in an area that becomes the subject of a Group Study, any individual interconnection solution(s) determined by an Impact and/or Detailed Study that would require modifications to the Company's EPS that include feeder reconfigurations or new feeders may be superseded by the Group Study interconnection solution. This shall apply when a Group Study solution is being developed as part of an ongoing Group Study (or has been determined by such Group Study) and the Company in its sole discretion, prior to the execution of the preceding Interconnecting Customer's Interconnection Service Agreement, determines that there is a compelling business, engineering, safety or reliability reason for the Group interconnection solution to supersede the individual solution(s). In such case, the Company may suspend any applicable Time Frames for the preceding Interconnecting Customer until the Group Study has been completed, including the issuance of an Interconnection Service Agreement.

- e) Interconnecting Customers may be removed from the Group at any time (i) at their request by canceling the ~~application~~Interconnection Application; or (ii) by the Company because of non-conformance with Time Frames or other ~~tariff~~Interconnection Tariff requirements. It shall be considered a Time Frame non-conformance for any Interconnecting Customer to miss a ~~tariff~~Interconnection Tariff Time Frame deadline, (including, without limitation, payments due under any applicable Group Study and/or Interconnection Service Agreement), and no Group member shall have a cure or extension period of such missed deadline under the ~~tariff~~Interconnection Tariff unless the Company and all Group members agree to such

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cure or extension period. ~~Once a deadline is missed, the application will be withdrawn and the customer~~In the event of removal from the Group under item (ii) above, the Company will send notice to the Group member and, unless the Group member provides satisfactory evidence within 10 days that either the Group member (1) was in compliance with the Interconnection Tariff requirements prior to the Company's notice, or (2) obtained Group consent for a cure or extension period (provided, in this case, the Company has also consented), the Interconnection Application will be considered withdrawn, any study and Interconnection Service Agreement (as applicable) will be considered terminated, and the Interconnecting Customer must submit a new ~~application~~Interconnection Application request if they wish to proceed with a project.

df) Each member of the Group shall pay a percentage of the Group Study cost on the basis of ~~applied capacity (in MW AC of the~~ aggregated ~~maximum~~ system design capacity for each applicant's Facility),² (in MW AC). The cost for any study(ies) that are not common shall be the sole responsibility of the Group member for whom the study(ies) are required.

eg) The Group Study shall be performed such that System Modifications, whether shared or individual, and associated costs shall be determined for the entire Group, along with allocated costs for each member of the Group. Cost allocations shall be assessed on the basis of ~~applied capacity (in MW AC of aggregated system design capacity for each applicant's Facility) for any Common System Modifications required.~~ the aggregated system design capacity for each applicant's Facility (in MW AC) for any Common System Modifications required. For purposes of Common System Modification cost allocations under this section only, and for no other purpose under the Interconnection Tariff, if an Interconnecting Customer proposes an inverter based generation Facility with an integrated energy storage system ("ESS"), and the Company, in its sole discretion, approves the Interconnecting Customer's export limiting scheme for the integrated Facility (i.e., inverter-based generation solar plus ESS) (if any) ("ESS Export Scheme"), then the Common System Modification cost allocation for that Facility will be based on the aggregated system design capacity under the ESS Export Scheme. The Interconnecting Customer must certify to the ESS Export Scheme and provide all necessary documentation for the Company's review prior to the commencement of the Group Study.

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The cost for any System Modification(s) that are not common shall be the sole responsibility of the Group member for whom the System Modifications are required. System Modification costs associated with the Group Study shall be subject to Section 5.3 of this Interconnection Tariff. Group member(s) will be responsible to pay any third party cost associated with the interconnection ~~including Common System Modifications directly to such third parties~~. The Company will not be responsible to determine cost allocation of these third party costs.

² ~~Any scope and costs of ISO New England studies shall be considered to be separate from the scope and costs of a Group Study. Each Facility included in the Group may be subject to additional ISO-NE requirements, compliance with which is the responsibility of the Interconnecting Customer.~~

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The Company shall not be required to order any of its equipment without receiving adequate payment from the Group, or initiate any construction before it has received full payment from all Group members for such work.

h) Once the Group Study is completed it shall be distributed to the Group, and the Group member(s) shall have ~~fifteen (15) business~~ 15 days to notify the Company whether they wish to proceed through the remainder of the interconnection process. ~~(“Notice Period”).~~ If the Company identifies Facilities in the Group that would not require Common System Modifications independent of whether or not the other Group members’ Facilities move forward with interconnection, those Interconnecting Customer(s) will move forward with the interconnection process outside of the Group. Provided the Group membership does not change, the Company will send an executable Interconnection Service Agreement to each Group member within 15 days of the end of the Notice Period if the Group has equal to or less than 3 Interconnection Applications, within 25 days if the Group has over 3 but less than 5 Interconnection Applications, and within 35 dates a mutually agreeable Time Frame if the Group has more than 5 Interconnection Applications. The Company may include conditions or requirements relating to the Group interconnection (including, without limitation, costs) in the Interconnection Service Agreement in a separate attachment and/or existing attachments.

ei) If any Group member requests a project change during the Group ~~Study~~ interconnection process, any potential need for additional information, documentation, time, fees, or the removal of that project from the Group shall be determined by the Company in accordance with Section 3.5 and the Company-specific technical standards. ~~Notwithstanding~~ In addition to the provisions ~~requirements~~ of Section 3.5, project changes that will delay ~~the Group Studies~~ Study or the construction of Common System Modifications, or increase the cost share of such study or modifications for other members (collectively “Member Impact”), will not be allowed for any Group member unless the Company and all Group members agree to the project change(s) in writing, with the limited exception that a project change request that is solely to replace Facility equipment (in-kind, with no other requested changes) because the initially proposed equipment is no longer available will not require Group member consent (“Equipment Exception”). Project change requests will suspend the Company’s Time Frame for the applicable step in the interconnection process for the Group and each individual Group member.

- 1) A Group member will make a project change request by providing the Company with the necessary information and documentation for the Company to evaluate the project change and, except if it is an Equipment Exception, evidence of Group consent to the change request (“Change Request”). Upon receipt of a completed Change Request, the Company will, within 20 days of thereof, communicate to the Group member any study requirements, and estimated cost and time frames, if applicable (“Change Study”).
- 2) The Group member shall notify the Company within 10 days whether it will move forward with the Change Study, which notice shall include evidence of Group consent to the Change Study (except if it is an

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- Equipment Exception) and payment for the estimated study costs. If the Group member fails to notify the Company in accordance with this provision, the Change Request will be withdrawn, and the Company will continue to process the Group member's Interconnection Application as-is.
- 3) If the Group member moves forward with the Change Study, the Company will provide notice to the Group member of its determination on the Change Request within 10 days after the completion of any required studies ("Change Request Determination").
- i. A Group member with an Equipment Exception Change Request that has been approved by the Company will be responsible for any increased cost of System Modifications (common and individual).
 - ii. Except as set forth in item i. above, if the Company's determination is that the Change Request is not allowed solely because of Member Impact then the Group member requesting the project change shall either (a) obtain and deliver to the Company evidence of Group consent to the Change Request, or, (b) if the Member Impact is solely increased cost of studies and/or System Modifications, agree, at the individual Group member's sole risk, to pay the entirety of such increase in which case Group consent is not required.
 - iii. A Group member shall have 10 days from the Change Study Request Determination to notify the Company that it wishes to proceed with the Change Request and, if applicable, to comply with items ii.(a) and ii.(b). If the Group member does not meet the requirements above, the Change Request will be deemed withdrawn, and the Company will continue processing that Group member's Interconnection Application as-is.
- j) Time Frame extensions permitted under Section 3.6.2 of this Interconnection Tariff that will delay Group Studies or the construction of Common System Modifications may result in Member Impact will not be allowed for any Group member unless the Company and all Group members agree to the extension in writing. ~~No extensions will be allowed for payments of Group Study costs and/or Common System Modifications. The Company shall not initiate any Group Study or construction for Common System Modifications until full payment is received for such work.~~ Extension requests will suspend the Company's Time Frame for the applicable step in the interconnection process for the Group and each individual Group member. A Group member will make a time frame extension request by providing the Company with evidence of Group consent to the extension request along with the necessary information and documentation for the Company to evaluate the extension request ("Extension Request"). The Company will review the completed Extension Request and, within 20 days thereof, either approve or deny the request. If the Company has denied the extension request solely because of Member Impact, the Group member requesting the extension shall have 10 days to (i) obtain and deliver to the Company evidence of Group consent to the extension request; or (ii) notice that it withdraws its request, in which case the Company will continue processing that Group member's Interconnection Application as-is (provided the Group member is in compliance with such Time Frames).

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- ~~i) If a member ceases to belong to the Group for any reason, any payments made to the Group Study or Common System Modification cost from that member shall be non-refundable.~~
- k) To the extent that a change to the Group composition requires revised or additional studies, the remaining Group member(s) shall pay their cost, and the completion date of such study shall be re-estimated by the Company. The Company may reassess study costs and Common System Modification costs subsequent to a change in composition of the Group and any increase in such costs must be paid by the remaining Group members.

~~If a member ceases to belong to the Group for any reason, any payments made to the Group Study or Common System Modification cost from that member shall be non-refundable. j) Notwithstanding the foregoing, if all members of the Group withdraw from the interconnection process, any Group member may request final accounting of such Group member's System Modification payments pursuant to Section 5.2 of the Interconnection Service Agreement, provided, however, that the Company shall not refund any portion of such costs that have been expended or committed by the Company.~~

- l) Interconnecting Customers will be directly responsible to potentially Affected System operators, including, without limitation, transmission providers and ISO-NE, for all costs of any studies required to evaluate the impact of the interconnection of the Facility(ies) on the Affected Systems, and any resulting requirements (if any), such as, without limitation, design and construction of transmission and/or distribution system modifications to the Affected Systems' electric power system(s). Interconnecting Customers will also be responsible for all costs of any modifications or changes to the Company's EPS that are necessitated as a result of the Affected System operator's requirements. The foregoing costs are in addition to the Company's System Modification costs identified in the Company's studies and/or agreements, as applicable. Affected System operator studies and resulting requirements are outside the scope of the distribution Company's studies, and may interrupt, toll or otherwise affect applicable Time Frames, including, without limitation, with respect to the completion of the studies, issuance of Interconnection Service Agreements, and may also interrupt, toll or otherwise affect the Company's construction schedule.

The Interconnecting Customer will enter into agreements directly with the Affected System operator, unless the Company, in its sole discretion, elects to collect the Affected System operator(s) estimated study costs and/or system modification costs (if applicable) in the Company's agreement(s). In the latter case, where the Company elects to collect the-Affected System Operator(s) costs, the costs will be included in the Company's agreements but will be passed-through to Affected System operator(s). The Interconnecting Customer(s) shall be responsible for the actual cost of any Affected System operator studies, transmission and distribution system modifications, and requirements, notwithstanding any cost caps or limitations applicable to the Company's estimate for its studies and/or System Modifications under this Interconnection Tariff or respective agreements. The Company may include an attachment to the study and/or interconnection agreements, as applicable, with any special conditions relative to Affected Systems.

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The Company will coordinate but shall not be responsible for the timing of the Affected System operator studies or system modifications (if any). The Company shall have no liability whatsoever to any Interconnecting Customer for the Affected System operator studies, system modifications, or requirements. The Facility shall not be authorized to interconnect unless and until the Affected System operator requirements have been met and all system modifications are constructed and operational.

Each Facility included in the Group may also be subject to additional ISO-NE requirements, compliance with which is the responsibility of the Interconnecting Customer. Without limitation, a group of facilities on a common bus may be subject to ~~additional requirements, including without limitation ISO-NE~~ISO-NE operating procedure OP-14. If the ISO-NE maintains that a group of facilities must be set up as a single modeled generator, each member of the Group (i.e., each individual generator) must comply with these requirements. To the extent permitted under applicable ISO-NE requirements, Group members may arrange for an alternative means of performing the duties required under OP-14. In all cases, it will be the Group members' responsibility to determine what the individual ISO-NE requirements are, and the most efficient means to comply with those requirements (i.e., individually or collectively). ~~ISO-NE studies and resulting requirements, such as design and construction of additional system modifications, are outside the scope of the Impact and Detailed Studies for the Group, and may interrupt the applicable Time Frame for completion of the Group Study.~~

m) Group members understand and agree that the Company is authorized to share each Group member's contact information and project details with other members participating in the Group. The Company may, but shall not be required to, copy all Group members on communications sent to or received from any Group member, including, without limitation, pursuant to subsections i) and j) above.