

**KEEGAN WERLIN LLP**

ATTORNEYS AT LAW  
99 HIGH STREET, SUITE 2900  
BOSTON, MASSACHUSETTS 02110  
\_\_\_\_\_  
(617) 951-1400

TELECOPIER:  
(617) 951-1354

March 3, 2021

Mark D. Marini, Secretary  
Department of Public Utilities  
One South Station, 5<sup>th</sup> Floor  
Boston, MA 02110

Re: Request of NSTAR Electric Company d/b/a Eversource Energy for an Adjudicatory Proceeding pursuant to Section 9.3 of the Standards for Interconnection of Distributed Generation, M.D.P.U. No. 55, of NSTAR Electric Company - D.P.U. 21-16

Dear Secretary Marini:

On behalf of NSTAR Electric Company d/b/a Eversource Energy (“Eversource”), enclosed for filing is Eversource’s Initial Testimony and Exhibits of Shakir Iqbal and Brett A. Jacobson.

Thank you for your attention to this matter. Please contact me with any questions regarding this filing.

Sincerely,



Matthew S. Stern, Esq.

Enclosures

cc: Joseph Dorfler, Hearing Officer  
Service List

**COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF PUBLIC UTILITIES**

**D.P.U. 21-16**

**TESTIMONY OF  
SHAKIR IQBAL  
and  
BRETT A. JACOBSON**

**ON BEHALF OF  
NSTAR ELECTRIC COMPANY  
d/b/a EVERSOURCE ENERGY**

**EXHIBIT ES-SI-BAJ -1**

**March 3, 2021**

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2  
3

**DIRECT TESTIMONY OF  
SHAKIR IQBAL and BRETT A. JACOBSON**

4 **I. INTRODUCTION**

5 **Q. Mr. Iqbal, please state your name, position and business address.**

6 A. My name is Shakir Iqbal. My address is 247 Station Drive, Westwood, Massachusetts  
7 02090. I am the Manager of Distributed Energy Resources (DER) Planning for Eversource  
8 Energy Service Company.

9 **Q. Please describe your education and professional background.**

10 A. I graduated from the University of Massachusetts with Bachelors degree of Science in  
11 Electrical Engineering. I also have the degree from Worcester Polytechnic Institute in  
12 Masters of Science in Electrical Engineering. I started working for Northeast Utilities in  
13 CT after completing my bachelor's degree. I started my career as an Assistant Engineer  
14 and worked through various Engineering departments. I joined in my current role as the  
15 Manager of DER Planning in 2019.

16 **Q. Have you ever testified in a formal hearing before a regulatory commission?**

17 A. No, I have not been a part of any formal hearing before regulatory commission before.

18 **Q. Mr. Jacobson, please state your name, position and business address.**

19 A. My name is Brett A. Jacobson. My address is 247 Station Drive, Westwood, Massachusetts  
20 02090. I am Manager, Distributed Generation for Eversource Energy Service Company.

1 **Q. Please describe your education and professional background.**

2 A. I graduated from The Massachusetts Maritime Academy in 1995. Since that time, I was  
3 an Engineer for the Merchant Marines, and worked for Veolia in Business Development,  
4 focused on Combined Heat and Power solutions. Since 2014, I have been employed by  
5 Eversource. I have been in my current position since May 2017.

6 **Q. Have you ever testified in a formal hearing before a regulatory commission?**

7 A. Yes, I have provided pre-filed testimony before the Department of Public Utilities  
8 (“Department”) in D.P.U. 17-164 and D.P.U. 19-08.

9 **II. PURPOSE OF TESTIMONY**

10 **Q. What is the purpose of this joint testimony?**

11 A. The purpose of this testimony is to provide the Department with NSTAR Electric Company  
12 d/b/a Eversource Energy’s (“Eversource” or “Company”) position with regard to the BE  
13 RE, LLC, an affiliate of NextSun Energy LLC (“NextSun” or “Customer”),  
14 interconnection dispute.

15 **Q. Are you providing any exhibits with your testimony?**

16 A. Yes, we are providing the following exhibits:

- 17
- Group Study Provision, Exhibit ES-SI-BAJ-2; and
  - Group Study Agreement Executed by NextSun, Exhibit ES-SI-BAJ-3.
- 18

1 **III. BACKGROUND**

2 **Q. What is the basis for the dispute?**

3 A. The Customer alleges its Rocky Maple Solar project located at 20 North Carver Road,  
4 Wareham, MA under Eversource WO #2295852 (“Project”) is being unjustly included in  
5 a distribution Group Study under Section 3.4.1 of Eversource’s Standards for  
6 Interconnection of Distributed Generation Tariff (“Tariff”). The Customer alleges its  
7 Project’s application was deemed complete on August 23, 2018 and it should have received  
8 an Impact Study Agreement prior to the commencement of the Group Study. Had this  
9 occurred, the Customer argues it would have been able to opt-out of the Group Study as a  
10 Preceding Study and be studied individually ahead of the Group Study. Moreover, the  
11 Customer has alleged that if its Project had been studied individually on a sequential basis,  
12 its Project would not have triggered significant System Modifications.

13 **Q. When did the dispute with the Customer begin?**

14 A. On July 7, 2020, the Customer submitted to the Department a written request for dispute  
15 resolution under the Tariff, indicating that the Customer’s dispute with the Company had  
16 been elevated to a Vice President or senior management at the Company and that the  
17 dispute remained unresolved.

18 **Q. Did the Company and Customer complete all necessary steps in the dispute resolution**  
19 **process before initiating this adjudication?**

20 A. Yes. The Company and Customer completed each step of the Good Faith Negotiation and  
21 Mediation/Non-Binding Arbitration processes under Section 9.1 and 9.2 of the Tariff  
22 without coming to an agreeable resolution. The Company submitted a written request to

1 proceed to a Department Adjudicatory Hearing under Section 9.3 of the Tariff on  
2 December 11, 2020.

3 **Q. What is the current status of the Project?**

4 A. The Customer executed a Group Study Agreement to be included in the Plymouth Group  
5 Study on August 28, 2020, as amended November 9, 2020 (see Exhibit ES-SI-BAJ-2). The  
6 Customer has made payment for the Group Study and the Project is being studied as part  
7 of the Group. The Plymouth Group area includes seven stations, and the Group is  
8 comprised of 41 projects with a total of 116.6 MW of capacity.<sup>1</sup> The Plymouth Group  
9 Study is proceeding under a 160-business day timeframe, with expected completion in late  
10 summer 2021. Eversource has already completed Synergi models for the Group and is  
11 currently conducting steady-state analysis with results expected in April 2021. Eversource  
12 will then move forward with the dynamic study starting in May and is expected to finish  
13 the analysis by July 2021.

14 **IV. GROUP STUDY PROVISION**

15 **Q. Please provide an overview of the Group Study provision.**

16 A. The Group Study concept originated from the D.P.U. 11-75 proceeding. In 2015, the  
17 Department approved a model interconnection tariff which included a group study  
18 provision at Section 3.4.1, designed as a 12-month pilot (the “Pilot”). On October 20,

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<sup>1</sup> The Plymouth Group as initially formed included approximately 52 projects and 162 MW of capacity. After several projects withdrew or opted out of the Group, the Group Study moved forward with 41 projects with a total of 116.6 MW.

1 2017, the Distribution Companies<sup>2</sup> filed jointly proposed revisions to Section 3.4.1. to  
2 provide for a permanent Group Study provision. The Department docketed the matter as  
3 D.P.U. 17-164.

4 **Q. Why did the Distribution Companies agree that a permanent Group Study provision**  
5 **was necessary in order to review applications for interconnection in the wake of the**  
6 **Pilot?**

7 A. The Group Study Pilot reflected in the original Section 3.4.1 of the Tariff included  
8 provisions authorizing each EDC to perform cluster or “group” impact studies of multiple  
9 applications to interconnect distributed generation (“DG”) facilities to a discrete portion of  
10 an EDC’s Electric Power System (“EPS”) where the operation of multiple Interconnecting  
11 Customers’ Facilities may have cumulative impacts and/or require common system  
12 modifications on an EDC’s EPS. The proposed revised version of Section 3.4.1 was  
13 intended to meet the same purpose but was updated to incorporate lessons learned by the  
14 EDCs in implementing Group Studies.

15 Specifically, the Group Study Pilot provisions provided guidance and transparency on the  
16 process to study multiple interconnection applications in a common area. The Distribution  
17 Companies determined that studying multiple applications at the same time had the  
18 potential to realize cost savings on study fees, off-set the impact of system modifications  
19 costs to individual customers, and reduce study and/or construction time in the aggregate

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<sup>2</sup> Fitchburg Gas and Electric Light Company d/b/a Unitil; Massachusetts Electric Company and Nantucket Electric Company, each d/b/a National Grid; and NSTAR Electric Company and former Western Massachusetts Electric Company, each d/b/a Eversource Energy (collectively, “Distribution Companies”).

1 when compared to sequential individual studies and construction of multiple projects.  
2 However, the EDCs found that implementing the Group Study Pilot was challenging in  
3 large part due to individual customer requests for multiple study iterations, project changes,  
4 extensions and other delays, such as missed deadlines.

5 **Q. Was the definition of “Group Study” modified in the new Group Study language**  
6 **proposed in D.P.U. 17-164?**

7 A. Yes, the modified provision was drafted to allow a Group Study to be performed after a  
8 Preceding Study, at the discretion of the EDC. The Group Study Pilot provisions required  
9 the Preceding Study to be completed before a Group Study could commence. This was not  
10 always necessary and, as such, caused some unnecessary delays in the Group Study  
11 process. Similarly, there were instances where the need for a Group Study was identified  
12 before any Preceding Study was commenced, which lead to confusion as to how and when  
13 to start the Group Study process.

14  
15 **Q. Was the definition of “Preceding Study” modified in the proposed provision?**  
16

17 A. Yes, modifications were proposed to more clearly address the interplay between a  
18 Preceding Study and a Group Study. Because the Group Study definition was modified to  
19 address the timing of the Group Study in relation to a Preceding Study, as detailed above,  
20 the requirement that a Preceding Study be completed before a Group Study is commenced  
21 was removed from the Preceding Study definition. The modified language stated that a  
22 Preceding Study shall mean a study of an Interconnecting Customer’s Facility within a  
23 Common Study Area commenced before a Group has been formed. Also, the modified



1 definition included the language from the Group Study Pilot provision Subsection (j)  
2 stating that an on-going Group Study will be considered a Preceding Study (thereby  
3 warranting its removal from Subsection (j)). The definition also clarified that those  
4 Interconnecting Customers with a Preceding Study, not an on-going Group Study, will not  
5 be required to participate in a Group Study.

6 **Q. Did the D.P.U. 17-164 proceeding involve stakeholder engagement?**

7 A. Yes. The proceeding involved extensive stakeholder engagement including: a technical  
8 session, conference calls, information requests, and several rounds of comments.  
9 Stakeholder engagement in D.P.U. 17-164 proceeded over three years as the Distribution  
10 Companies worked with stakeholders, the majority of which consisted of numerous solar  
11 development companies doing business in Massachusetts, toward an acceptable  
12 compromise position for the Group Study provision.

13  
14 Specifically, after receiving initial comments on the Distribution Companies' proposal in  
15 January 2018 and responses to information requests in March 2018, the Department held a  
16 technical conference on November 8, 2018 in D.P.U. 17-164 to discuss the Distribution  
17 Companies' October 2017 proposed revisions to Section 3.4.1. At the technical  
18 conference, the Department requested that the Distribution Companies file a further revised  
19 Group Study provision and encouraged the Distribution Companies to collaborate with  
20 stakeholders prior to making the filing. The Distribution Companies worked extensively  
21 with stakeholders through multiple in-person meetings and conference calls over several

1 months. As a result of this process, the Distribution Companies submitted a revised Group  
2 Study provision on March 1, 2019. The Department then accepted another round of  
3 stakeholder initial and reply comments on March 20, 2019 and March 29, 2019,  
4 respectively. Further, the Distribution Companies and stakeholders participated in a second  
5 technical conference on June 11, 2019. During the technical conference, stakeholders  
6 expressed interest in continuing to work collaboratively with the Distribution Companies  
7 towards further consensus revisions to the Group Study provision. Additional  
8 collaboration resulted in the identification of two discrete areas of consensus.

9  
10 Following the above process, the Department issued an Order in D.P.U. 17-164 on April  
11 8, 2020, approving the Group Study provision, as revised by the Distribution Companies  
12 and stakeholders, subject to certain modifications outlined in the Order. The Department  
13 issued an additional Order, D.P.U. 17-164-A, on October 15, 2020 approving the  
14 Distribution Companies' revised compliance tariff reflecting the approved Group Study  
15 provision.<sup>3</sup>

16 **Q. What sections of the Group Study are particularly relevant to this dispute?**

17 A. Given the Customer's claim that the Project should be treated as a Preceding Study, those  
18 sections are particularly relevant here. The Group Study Provision defines "Preceding  
19 Study" as follows:

20 "Preceding Study" shall mean any study of an Interconnecting Customer's  
21 Facility within a Common Study Area that is in process prior to the

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<sup>3</sup> Fitchburg Gas and Electric Light Company d/b/a Unitil et. al., D.P.U. 17-164-A at 4 (2020).

1 formation of a Group. A Preceding Study shall be considered to be “in  
2 process” from the effective date of the fully executed study agreement  
3 through the effective date of a fully executed Interconnection Service  
4 Agreement. A Group Study will be considered a Preceding Study for any  
5 Interconnection Applications received after the Group Window (defined in  
6 Section 3.4.1.a.) has closed. Interconnecting Customers with a Preceding  
7 Study (that is not an on-going Group Study) shall not be required to be part  
8 of a Group or participate in a Group Study, except as set forth in Section  
9 3.4.1.e) below.<sup>4</sup>

10  
11 Additionally, Section 3.4.1 (e) allows an Interconnecting Customer with a Preceding Study  
12 to opt out of a Group Study, if the Company does not identify a compelling safety or  
13 reliability reason for the Group interconnection solution to supersede an individual  
14 solution. Interconnecting Customers without a Preceding Study may opt out of a Group  
15 Study, but in that case, their project will be studied after the Group.

16 **Q. Did the definition of “Preceding Study” evolve throughout the D.P.U. 17-164**  
17 **proceeding described above?**

18 A. Yes, as noted previously, the concept of a “Preceding Study” being a study *in process* prior  
19 to the formation of a Group Study was included in the Distribution Companies’ initial filing  
20 on October 20, 2017.<sup>5</sup> After stakeholder discussions, the language was subsequently  
21 refined to more clearly define when a Preceding Study is “in process.”<sup>6</sup> The revised March  
22 1, 2019 Tariff included language clarifying “in process” as from the effective date of the  
23 fully executed study agreement through the effective date of a fully executed  
24 Interconnection Service Agreement.

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<sup>4</sup> Section 1.2

<sup>5</sup> See D.P.U. 17-164, Exhibit JDT-2 (Oct. 20, 2017).

<sup>6</sup> See D.P.U. 17-164, Revised Tariff at Section 1.2 (March 1, 2019).

1 **Q. What other sections of the Group Study Section are relevant here?**

2 A. The premise of the Group Study is to have more than one customer in a Common Study  
3 Area be studied concurrently, rather than sequentially. Additionally, a critical component  
4 of the Group Study provision is to provide a clear and equitable cost allocation procedure  
5 for Common System Modifications. As such, the Group Study includes several subsections  
6 on cost sharing of Group Study costs and Common System Modifications which are  
7 relevant here. These sections are excerpted below.

8 Each member of the Group shall pay a percentage of the Group Study cost  
9 on the basis of the aggregated system design capacity for each applicant's  
10 Facility (in MW AC). The cost for any study(ies) that are not common shall  
11 be the sole responsibility of the Group member for whom the study(ies) are  
12 required.<sup>7</sup>

13  
14 As excerpted above, each member of the Group is responsible for their share of the Group  
15 Study costs. Further, any study costs that are not common, are not shared by the Group. In  
16 addition, there is cost sharing for system modifications.

17 "Common System Modification" shall mean any System Modification that  
18 is required for more than one Interconnecting Customer's Facility as  
19 determined by the Company.<sup>8</sup>

20  
21 The Group Study shall be performed such that System Modifications,  
22 whether shared or individual, and associated costs shall be determined for  
23 the entire Group, along with allocated costs for each member of the Group.  
24 Cost allocations shall be assessed on the basis of the aggregated system  
25 design capacity for each applicant's Facility (in MW AC) for any Common  
26 System Modifications required.<sup>9</sup>

27

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<sup>7</sup> Section 3.4.1 (g)

<sup>8</sup> Section 1.2

<sup>9</sup> Section 3.4.1 (h) (excerpted).

1 Similar to the Group Study costs, any system modifications which are not common to the  
2 Group are borne solely by the Group member for whom the modification is required.

3 **V. NEXTSUN'S PROJECT IS NOT A PRECEDING STUDY**

4 **Q. As stated above, the Customer claims had the Company provided the Impact Study**  
5 **Agreement within the Tariff's Time Frames, the Project would have been exempt**  
6 **from the Group Study. Why did the Company not provide the Customer with an**  
7 **Impact Study Agreement earlier?**

8 A. Prior to the approval of the Group Study provision in April 2020, the Company studied all  
9 projects sequentially based on the date a complete application is submitted to Eversource.  
10 While the Project's application was deemed complete on August 23, 2018, it was behind a  
11 long queue of other projects looking to interconnect in this area. Therefore, the Project was  
12 placed on hold while projects earlier in the queue were studied.

13 **Q. Why did the Company place the projects on hold and study the queue sequentially?**

14 A. As described above, the Group Study concept was initially approved as a pilot program to  
15 operate from June 1, 2015 through May 31, 2016.<sup>10</sup> In 2017, at the conclusion of the Pilot  
16 Period, the Distribution Companies petitioned the Department to revise the Tariff to create  
17 a permanent Group Study solution. Three years later, the permanent Group Study provision  
18 was approved on October 15, 2020.

19  
20 In the three years without an approved Group Study provision in place (and in the years  
21 prior to the Group Study Pilot), Eversource placed projects in queue on hold while

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<sup>10</sup> See D.P.U. 17-164 Initial Filing (Oct. 20, 2017).

1 completing individual studies sequential in the order applications were deemed complete.  
2 Review of applications in a queue based on the date applications were deemed complete  
3 was both consistent with the premise of the structure of the Interconnection Tariff  
4 envisioned by the Distributed Generation Interconnection Working Group Report,<sup>11</sup> but  
5 also, quite frankly, the fairest process for reviewing applications absent authority to  
6 perform group studies. Moreover, during this time, it was essential to study projects  
7 sequentially because, without an approved Group Study provision, there was no approved  
8 tariff language governing the formation of a group, cost allocation among group members,  
9 group study timelines or requiring multiple group members to interconnect their facilities  
10 pursuant to a group solution. Without this essential framework, the Company would have  
11 been forced to negotiate the duties and responsibilities of the Company and each group  
12 member each time the Company determined that studying applications in a group would  
13 facilitate interconnecting the applicants' projects safely, reliably, and at least cost.  
14 Essentially, the Company would need to negotiate separate "Section 3.4.1's" for each  
15 potential group. To the extent any of these negotiations resulted in Group Study duties and  
16 responsibilities that were inconsistent with the Interconnection Tariff, the Company would  
17 be required to seek approval of those individual Group Study agreements. Moreover, given  
18 that the Tariff does not address interconnection study or System Modification cost  
19 allocation, the Company would have needed Department approval to allocate such costs  
20 among group participants.

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<sup>11</sup> D.P.U. 11-75, Memorandum to Department from Distributed Generation Interconnection Working Group Mediator at 21 (September 14, 2012).

1 **Q. Is the Project properly included in the ongoing Plymouth Group Study?**

2 A. Yes, the Project was without an individual study waiting in queue to be studied prior to the  
3 Group formation. As a result, the Project was placed into a Group with 40 other proposed  
4 facilities. The Company formed the Plymouth Group within its discretion under  
5 Section 3.4.1 of the Tariff. Specifically, Section 3.4.1(a) of the Interconnection Tariff  
6 states, in relevant part:

7 The Company may form a Group any time it receives more than one  
8 Interconnection Application through the Expedited or Standard Process for  
9 proposed Facilities in a Common Study Area. The Company will notify  
10 Interconnecting Customers prior to the commencement of any individual  
11 Impact Study that such Interconnecting Customer's application will be  
12 processed as part of a Group ("Group Notification"). The Company may  
13 also, in its sole judgment, conduct a study for an Interconnecting  
14 Customer's Facility separate from the Group even if such Facility is within  
15 the Common Study Area.

16 The Company specifically formed the Plymouth Group, along with six other Groups in its  
17 service territory, to efficiently address areas with large queues of interconnection requests.

18 **Q. What is a Preceding Study?**

19 A. As described above, a Preceding Study is a study already in process prior to the formation  
20 of a Group which would allow a customer to opt-out of a Group Study. "In process" is  
21 considered to be from the effective date of a fully executed study agreement through the  
22 effective date of a fully executed Interconnection Service Agreement.

23 **Q. Is the Project a Preceding Study?**

24 A. No. The Project had not executed any study agreement prior to the formation of the  
25 Plymouth Group Study.

1 **Q. Given your previous two answers, does the Customer have the ability to opt-out of a**  
2 **Group Study by claiming it is a Preceding Study?**

3 A. No, since the Project has not executed an Impact Study Agreement prior to the Group  
4 formation, it cannot opt-out of a Group Study and be studied individually ahead of the  
5 Group as a Preceding Study. However, pursuant to Section 3.4.1(c), the Customer could  
6 have opted out of the Group Study and elected to be studied individually **after** the  
7 conclusion of the Group Study.

8 **Q. Would treating the Project as a Preceding Study harm other customers?**

9 A. Yes. If any project were treated as a Preceding Study, it would be studied **prior** to the  
10 commencement of the Group Study. Had Eversource treated the Project or any other  
11 project as a Preceding Study, Eversource would have been required to materially delay the  
12 other 40 proposed facilities in the Plymouth Group Study. The Plymouth Group Study  
13 would have been materially delayed by a Preceding Study because the base case for the  
14 Group Study must include any known DG in the area and associated System Modifications.  
15 If Eversource treated the Project as a Preceding Study, it would have had to conduct a  
16 Steady State Analysis and Transient Analysis to identify any system issues, model and test  
17 potential upgrades to mitigate those issues, finalize and prepare cost estimates for identified  
18 System Modifications, issue an Interconnection Service Agreement and get a commitment  
19 from the customer to move forward with those System Modifications all before the  
20 Plymouth Group Study could commence. The total tariff timeframe for this complete study



1 process under the Standard Process is 135 business days,<sup>12</sup> or approximately six months.  
2 Accordingly, completing a Preceding Study before the Plymouth Group Study would have  
3 delayed all other 40 projects in the Plymouth Group Study by at least six months.

4 **Q. Why does the Company object to treating the Customer as if it had a Preceding**  
5 **Study?**

6 A. The Company objects to treating the Project as a Preceding Study because it does not meet  
7 the Department-approved definition of a Preceding Study, a definition that was justified by  
8 the Distribution Companies, vetted, commented upon and reviewed over a three-year  
9 period. The Company, and Interconnecting Customers, have an obligation to follow the  
10 Tariff. The Company always attempts to equitably implement the Tariff for all its  
11 customers. Particularly in the case of a Group Study, the best way to ensure equitable  
12 treatment for all customers and all Group members is to follow the Tariff closely. Any  
13 deviation, exception or other special treatment provided to a Group member is inherently  
14 prejudicial to other Group members. As such, the Company will not provide exceptions to  
15 the Tariff unless specifically directed to do so by the Department.

16 **VI. NEXTSUN IS RESPONSIBLE FOR ITS SHARE OF COMMON SYSTEM**  
17 **MODIFICATIONS**

18 **Q. Why has NextSun objected to being included in the Group Study?**

19 A. As Eversource understands NextSun's position, NextSun does not want to be responsible  
20 for any Common System Modification costs identified through the Group Study.

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<sup>12</sup> See Tariff at 52, Table 3.

1 **Q. Does the Group Study provision require the Company to conduct a parallel individual**  
2 **study to determine if any projects included in the Group could be interconnected**  
3 **without triggering substation or other significant System Modifications?**

4 A. No, it does not. It would also be completely impractical to do so. The Group Study  
5 provision presents an entirely different dynamic where upgrades required to interconnect  
6 *all* capacity in the Group is considered holistically. Eversource formed Groups in such a  
7 way to ensure that the Eversource can provide the utmost reliable service to its customers,  
8 including all those seeking to develop DG projects in this area. The base case assumptions  
9 taken into account for the Group Study includes those completed preceding projects where  
10 Eversource has a fully executed Interconnection Service Agreement and are in the  
11 construction phase. Eversource accounted for those projects along with associated System  
12 Modifications in the Group Study model. Eversource also took into account any planned  
13 approved Eversource system upgrades in the study assumption that may have an impact on  
14 the studies. This ensures that Eversource has considered all potential impacts to the EPS as  
15 pre-existing to the new projects included in the Group Study. It is not feasible to study any  
16 project in parallel in the area where there is an existing Group Study happening due to the  
17 concerns of the potential outcome of that study. There are many unforeseen technical  
18 concerns that may arise from the study results that will then change the Group Study base  
19 case model assumptions and would require redoing the Group Study. This would cause  
20 significant delays to all Group Study members.

1 **Q. Does the cost allocation provision for Common System Modifications in the current**  
2 **Group Study provision take projects' prior queue positions into account?**

3 A. No, it does not. The Group Study Pilot provision did include that type of concept. As  
4 discussed above, the Pilot provisions under Sections 3.4.1. (g) and (h) provided that the  
5 Group Study would be conducted iteratively, first for the entire group and then in iterations  
6 with the latest applicant in the group removed from consideration, unless otherwise agreed  
7 by all Group members. Subsection (h) provided that “[e]arlier applicants within the Group  
8 shall have precedence over later applicants if earlier applicants are able to modify their  
9 applications that obviate the need for significant distribution modifications for their  
10 modified projects.” Taken together, the iterative study process and opportunity for the  
11 earliest applicants to avoid System Modifications created an approach that could identify  
12 which project(s) in a group triggered significant System Modifications and favored  
13 applicants with earlier queue positions. The current Group Study provision, as approved  
14 by the Department in D.P.U. 17-164, does not include those provisions. Instead, it requires  
15 that a **single** Group Study be conducted and that all Common System Modification costs  
16 are allocated on the basis of the aggregated system design capacity for each applicant’s  
17 facility, without consideration of prior queue position.

18 **Q. Why was the Pilot iterative approach excluded from the current Group Study**  
19 **provision?**

20 A. During the Pilot, the Distribution Companies encountered significant challenges handling  
21 customer requests for multiple study iterations. The Pilot iterative approach resulted in  
22 lengthy and more complex group studies. Due to these challenges, the language setting

1       forth the Group Study iterations was deleted in its entirety when the Distribution  
2       Companies filed their initial proposed Group Study provision in D.P.U. 17-164 in October  
3       2017. Stakeholders did not object to removing this provision. If NextSun had concerns  
4       with the change in approach under the Group Study provision, the appropriate time to raise  
5       those concerns was within the stakeholder process in D.P.U. 17-164.

6       **Q.    Would the Company be willing to conduct a separate parallel study of NextSun's**  
7       **Project to see if it would individually trigger modifications to the Tremont**  
8       **Substation?**

9       A.    No. As discussed above, the Company is committed to equitably implementing the Tariff,  
10       including the Group Study cost sharing provisions. The Project is properly included in the  
11       Group and the Group Study Provision does not provide for exclusions to Common System  
12       Modifications.

13  
14       The purpose of the Group Study is to efficiently and effectively study DG projects in a  
15       common area and one of the pillars of this is the *pro rata* sharing of Common System  
16       Modification costs. If the Department allows for NextSun to avoid its *pro rata* share of  
17       the Common System Modifications, it will contravene the purpose of the Group Study  
18       Provision and directly result in higher costs for the other 40 Group members in this Group.  
19       Based on this, absent a directive from the Department, the Company is unwilling to  
20       undermine the purpose of the Group Study and create an exception for NextSun, increasing  
21       costs for the other members.

1 **VII. CONCLUSION**

2 **Q. Please provide a brief summary of your testimony.**

3 A. The Company objects to treating the Project as a Preceding Study because it is not a  
4 Preceding Study. Moreover, treating the Project as a Preceding Study would have resulted  
5 in substantial delay to the other Group members. Additionally, conducting an independent  
6 study simultaneously for the purpose of altering NextSun's allocated cost responsibility is  
7 not an option provided in the Tariff. Further, that type of special exception for NextSun  
8 would result in higher cost for the other Group members and result in inherent prejudice to  
9 other members of this Group and all other Groups who may have similarly been waiting in  
10 sequential queues prior to the formation of a Group but are not offered the same  
11 opportunity. As the Company is tasked with implementing the Tariff in an equitable  
12 manner, and takes this task seriously, outside of a direct Department Order, the Company  
13 will not create a cost sharing exception for the Project.

14 **Q. Does this conclude your testimony?**

15 A. Yes, it does.

## 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 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 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 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 study that may be performed at the same time for a Group, instead of each Interconnection Application undergoing such study separately (either sequentially or in parallel as determined by the Company). The Company may elect to commence a Group Study before or after the Preceding Study, if any, is completed. The Group Study will produce an estimate for the cost of System Modifications to the Company’s EPS within +/- 25%, or, to the extent a Group unanimously requests an extended Group Study (“Extended Group Study”), the Group Study will produce an estimate for the cost of System Modifications to the Company’s EPS within +/- 15%. An Extended Group Study will only be performed to the extent that a Group requests such a study by unanimous consent using the Extended Group Study Consent Form at Exhibit \_\_\_\_.

“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. 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 received after the Group Window (defined in Section 3.4.1.a.) has 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, except as set forth in Section 3.4.1.e) 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 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 days<sup>1</sup> from the first Group Notification ("Group Window"). The Company, in its sole discretion, may close the Group Window earlier. If an application is not deemed complete within the Group Window, it will not be included in the Group, even if the application was received within the Group Window.
- b) The 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 the Group set forth in this Section 3.4.1 may be 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 ("Scoping Meeting"). The Scoping Meeting will be set by the Company and held within 20 days of the end of the Group Window or the Company's completion of the Required Reviews, whichever is later. The Company reserves the right to add Group members after the 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.

Within 2 days after the expiration of the above Time Frame, the Company shall provide notice to the remaining Group members that they have 5 days to opt into an Extended Group Study and provide the Company with the fully executed Extended Group Study Consent Form (Exhibit \_\_\_\_). Group consent must be unanimous to proceed with an Extended Group Study.

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

The Company shall issue the Group Study agreement (Exhibit \_\_) within 15 days of the expiration of the above Extended Group Study opt-in period. There will be no changes or modifications to the scope of the Group Study allowed once the Company sends the Group Study agreement to the Group, except as provided in subsection j) 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 and submit payment of fees in a form acceptable to the Company.

- d) 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 Group Study agreement and pays the costs thereof, the Company will conduct the Group Study in accordance with the processing Time Frames below provided, however, that the Company may exceed these Time Frames where a Group has elected the Extended Group Study. 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.

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	100 days
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	125 days
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	160 days

Where there are other potentially Affected Systems, and no single Party is in a position to prepare an Impact Study covering all potentially Affected Systems, the Company will coordinate but not be responsible for the timing of any studies required to determine the impact of the interconnection request on other potentially Affected Systems. Each Interconnecting Customer will be directly responsible to the potentially Affected System operators for all costs of any additional studies required to evaluate the impact of the interconnection on the potentially Affected Systems. To the extent



any studies or System Modifications are required, all associated agreements will be between the Affected System operator and the Interconnecting Customer. The Time Frames will be affected if ISO-NE determines that a system Impact Study is required. This will occur if the Interconnecting Customer's Facility is, or group of facilities are, equal to or greater than 5 megawatts ("MW") and may occur if the Interconnecting Customer's Facility is greater than 1 MW.

- e) 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). For purposes of the Company's determination under this subsection, a safety or reliability reason may include the avoidance of constructing an individual interconnection solution(s) that will materially conflict with the Group Study solution necessary to accommodate additional DG in the Common Study Area, such that the Company would be required to reconstruct, deconstruct or otherwise materially modify the individual interconnection solution(s). The Company may suspend any applicable Time Frames for the Preceding Study Interconnecting Customer until the Group Study has been completed, including the issuance of an Interconnection Service Agreement.

However, to the extent that the Company has not identified a compelling safety or reliability reason for the Group interconnection solution to supersede an individual solution(s), the Company shall provide an Interconnecting Customer that is the subject of a Preceding Study with a Preceding Study Opt-Out Agreement (Exhibit \_\_\_\_). The Preceding Study Interconnecting Customer shall have five (5) days from the date of receipt to return the executed Preceding Study Opt-Out Agreement to the Company. If the Preceding Study Opt-Out Agreement is not executed and returned to the Company in five (5) days, the Preceding Study Interconnecting Customer shall be part of the Group.

- f) Interconnecting Customers may be removed from the Group at any time (i) at their request by canceling the Interconnection Application; or (ii) by the Company because of non-conformance with Time Frames or other Interconnection Tariff requirements. It shall be considered a Time Frame non-conformance for any Interconnecting Customer to miss an 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 Interconnection Tariff unless the Company and all Group members agree to such cure or extension period in writing. 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 Interconnection Application request if they wish to proceed with a project.

- g) Each member of the Group shall pay a percentage of the Group Study cost on the basis of the aggregated system design capacity for each applicant's Facility (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.
- h) 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 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 plus ESS) (if any) ("Maximum Export Capacity"), then the Common System Modification cost allocation for that Facility(ies) will be based on the aggregated system design capacity subject to the Maximum Export Capacity. The Interconnecting Customer must certify its Maximum Export Capacity and provide all necessary documentation for the Company's review prior to the commencement of the Group Study.

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 directly to such third parties. The Company will not be responsible to determine cost allocation of these third party costs.

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.

- i) Once the Group Study is completed it shall be distributed to the Group, and the Group member(s) shall have 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 or equal to 5 Interconnection Applications, and within 35 days 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.

- j) If any Group member requests a project change during the Group 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. In addition to the requirements of Section 3.5, project changes that will delay the Group 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 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.
- k) Time Frame extensions permitted under Section 3.6.2 of this Interconnection Tariff that 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. 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).
- l) 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. 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.
- m) Group members understand and agree that the Company is authorized to share each Group member's contact information and project details, except for unredacted

versions of one-line diagrams, three-line diagrams, and any other design drawings, with other members participating in the Group. Each Group member shall provide the Company with redacted copies of these diagrams and design drawings that can be shared with the Group in the Company's sole discretion. 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 j) and k) above.

### **Exhibit - Group Study Agreement**

This Agreement, dated **August 28, 2020**, is entered into by and between **BE RE, LLC** (“Interconnecting Customer”) and the Company, for the purpose of setting forth the terms, conditions and costs for conducting a Group Study relative to the Group Study Process as outlined in Section 3.4.1 of the Interconnection Tariff. This Group Study pertains to Application Number **2295852** (the Interconnecting Customer’s application ID number). The Interconnecting Customer is part of the Group identified on Attachment 1 hereto. Terms used herein without definition shall have the meanings set forth in Sections 1.2 and 3.4.1 of the Interconnection Tariff which are hereby incorporated by reference.

- 1) The Interconnecting Customer’s share of the Group Study fee of \$ **\$8,952.10** is due in full prior to the execution of the Group Study. The Interconnecting Customer’s share of the Group Study fee is a percentage of the Group Study cost for common studies on the basis of the aggregated system design capacity for each Group member’s Facility (in MW AC) and the full cost for any study(ies) that are not common but performed for the Interconnecting Customer’s Facility. The Company may reassess study costs subsequent to a change in composition of the Group, and any increase in such costs must be paid by the Interconnecting Customer and the remaining Group members (and any such increase shall not be subject to the cost cap under paragraph 8 below). The Interconnecting Customer shall not be eligible under Section 5.5 of the Interconnection Tariff for a payment plan for Group Study fee costs under this Agreement.
- 2) The Interconnecting Customer agrees to provide, in a timely and complete manner, all additional information and technical data necessary for the Company to conduct the Group Study not already provided in the Interconnecting Customer’s application.
- 3) All work pertaining to the Group Study that is the subject of this Agreement will be approved and coordinated only through designated and authorized representatives of the Company and the Interconnecting Customer. Each party shall inform the other in writing of its designated and authorized representative, if different than what is in the application.
- 4) Where there are other potentially Affected Systems, and no single Party is in a position to prepare an Impact Study covering all potentially Affected Systems, the Company will coordinate but not be responsible for the timing of any additional studies required to determine the impact of the interconnection request on other potentially Affected Systems. The Interconnecting Customer will be directly responsible to the potentially Affected System operators for all costs of any additional studies required to evaluate the impact of the interconnection on the potentially Affected Systems. The Company will not proceed with this Group Study without the Interconnecting Customer’s consent to have the other studies conducted.
- 5) The Group Study will determine the scope and produce an estimate for the cost of System Modifications to the Company’s EPS within  $\pm 25\%$ . A Group may request an Extended Group Study designed to produce an estimate for the cost of System Modifications to the Company’s EPS within  $\pm 15\%$ . The time allowed to perform an Extended Group Study may exceed the Time Frames provided for in Section 3.4.1(d) of the Interconnection Tariff. An Extended Group Study will only be performed upon unanimous consent of all Group members, evidenced by an executed Extended Group Study Consent Form. Interconnecting Customer will be responsible for all System Modification costs in accordance with Section

5 and Section 3.4.1 of the Interconnection Tariff.

- 6) The Group Study, together with any additional studies contemplated in Paragraph 4, shall form the basis for the Interconnecting Customer's proposed use of the Company EPS and shall be furthermore utilized in obtaining necessary third-party approvals of any required facilities and requested distribution services. The Interconnecting Customer understands and acknowledges that any use of study results by the Interconnecting Customer or its agents, whether in preliminary or final form, prior to ISO-NE approval, should such approval be required, is completely at the Interconnecting Customer's risk.
- 7) Confidentiality. Interconnecting Customer authorizes the Company to share the Interconnecting Customer's contact information and project details with other members of the Group, except for unredacted one-line diagrams, three-line diagrams, or any other design drawing. Interconnecting Customer shall provide the Company with appropriately redacted copies of diagrams and drawings that may be shared with other Group members at the Company's discretion.
- 8) The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed up to a total amount of increase of 10% only. All costs that exceed the 10% increase cap will be borne solely by the Company. Any such changes to the Company's costs for the work shall be subject to the Interconnecting Customer's consent. The Interconnecting Customer shall, within thirty (30) days of the Company's notice of increase, authorize such increase and make payment, or the Company will suspend the work and the corresponding agreement will terminate.
- 9) Final Accounting. An Interconnecting Customer may request a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under this Agreement for the actual cost of the Group Study, and (b) Interconnecting Customer's previous aggregate payments to the Company for the Group Study within 120 Business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement. Upon receipt of such a request from an Interconnecting Customer, the Company shall have 120 Business days to provide the requested final accounting report to the Interconnecting Customer. To the extent that Interconnecting Customer's cost responsibility in this Agreement exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within forty-five (45) Business Days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this Agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty-five (45) Business Days of the provision of such final accounting report.
- 10) In the event this Agreement is terminated for any reason, any payments made to the Group Study are non-refundable.
- 11) Nothing in this Agreement shall be interpreted to give the Interconnecting Customer immediate rights to wheel over or interconnect with the Company's EPS.
- 12) Interconnecting Customer shall not voluntarily assign its rights or obligations, in whole or in part, under this Agreement without Company's written consent. Any assignment Interconnecting Customer purports to make without Company's written consent shall not be

valid. Company shall not unreasonably withhold or delay its consent to Interconnecting Customer's assignment of this Agreement. Notwithstanding the above, Company's consent will not be required for any assignment made by Interconnecting Customer to an Affiliate or as collateral security in connection with a financing transaction. In all events, the Interconnecting Customer will not be relieved of its obligations under this Agreement unless, and until the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption.

- 13) Except as the Commonwealth is precluded from pledging credit by Section 1 of Article 62 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and except as the Commonwealth's cities and towns are precluded by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of, or are in any manner connected with, the performance of this Agreement by that party, except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the party seeking indemnification.

Notwithstanding the foregoing, the Interconnecting Customer hereby waives recourse against the Company and its Affiliates for, and releases the Company and its Affiliates from, any and all liabilities arising from or attributable to incomplete, inaccurate, or otherwise faulty information supplied by the Interconnecting Customer or the Group.

- 14) If either party materially breaches any of its covenants hereunder, the other party may terminate this Agreement by serving notice of same on the other party to this Agreement.
- 15) This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement, including any attachments, is entered into pursuant to the Interconnection Tariff. Together the Agreement and the Interconnection Tariff represent the entire understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the Company's Interconnection Tariff. In the event of a conflict between this Agreement, the Interconnection Tariff, or the terms of any other tariff, Exhibit or Attachment incorporated by reference, the terms of the Interconnection Tariff, as the same may be amended from time to time, shall control.
- 16) All amendments to this Agreement shall be in written form executed by both Parties.
- 17) The terms and conditions of this Agreement shall be binding on the successors and assigns of either Party.
- 18) This Agreement may be terminated under the following conditions.
- a) The Parties agree in writing to terminate the Agreement.
  - b) The Interconnecting Customer may terminate this Agreement at any time by



providing written notice to Company.

- c) The Company may terminate this Agreement if the Interconnecting Customer either:  
(1) has not paid the fee or, (2) has not responded to requests for further information in accordance with provisions in the Interconnection Tariff, specifically Section 3.6.2; (3) has been removed from the Group in accordance with the Interconnection Tariff.

Interconnecting Customer:

Company:

**Signature:**

**Signature:** *Melanie Khederian*

Name: *Adam Schumaker*

Name: Melanie Khederian

Title: Manager

Title: Account Executive

Date: September 21, 2020

Date: 9/21/2020

Attachment 1: Group Composition and Study Cost Allocation

Attachment 2: Special Terms or Conditions for Group Study (*optional by Company*)

**Attachment 1: Group Composition and Study Cost Allocation****Group: Plymouth**

<b>Group</b>	<b>Customer</b>	<b>Project WO</b>	<b>Nameplate kW</b>	<b>Cost</b>
<b>Group 2 - Plymouth</b>				
	Borrego	2264857	3,000	\$ 8,952.10
	REDP	2292181	2,468	\$ 7,364.60
	Iodestarenergy	2295386	999	\$ 2,981.05
	NextGrid	2295586	996	\$ 2,972.10
	NextSun Energy	2295853	2,000	\$ 5,968.07
	NextSun Energy	2295852	3,000	\$ 8,952.10
	Borrego	2296366	3,000	\$ 8,952.10
	BlueWave Capital	2296373	4,890	\$ 14,591.93
	BlueWave Capital	2297500	4,890	\$ 14,591.93
	REDP	2296720	3,500	\$ 10,444.12
	BlueWave Capital	2297083	4,075	\$ 12,159.94
	Borrego	2299346	8,300	\$ 24,767.48
	Iodestarenergy	2300908	3,000	\$ 8,952.10
	NextSun Energy	2303423	3,000	\$ 8,952.10
	CVE	2306416	1,625	\$ 4,849.05
	NextSun Energy	2306600	4,999	\$ 14,917.18
	Entero	2308513	4,998	\$ 14,914.20
	Borrego	2311480	3,650	\$ 10,891.72
	Sol Systems, LLC	2314369	3,500	\$ 10,444.12
	Entero	2320444	1,999	\$ 5,965.08
	REDP	2322036	2,250	\$ 6,714.08
	REDP	2321677	1,500	\$ 4,476.05
	REDP	2324188	1,000	\$ 2,984.03
	CEC Solar	2326793	2,000	\$ 5,968.07
	Ameresco	2328025	630	\$ 1,879.94
	REDP	2333746	4,500	\$ 13,428.15
	Sol Alliance	2335814	2,800	\$ 8,355.29
	Gale Head Development	2335827	999	\$ 2,981.05
	ECA	2338789	756	\$ 2,255.93
	SunRaise	2338339	4,999	\$ 14,917.18
	Ameresco	2343065	500	\$ 1,492.02
	Borrego	2343539	5,000	\$ 14,920.17
	Borrego	2344136	5,000	\$ 14,920.17
	BlueWave Capital	2346531	4,075	\$ 12,159.94
	Gale Head Development	2349786	5,500	\$ 16,412.19
	Sunraise	2351984	5,000	\$ 14,920.17
	Sunraise	2352975	1,000	\$ 2,984.03
	Borrego	2353430	4,990	\$ 14,890.33
	Sunraise	2361242	5,000	\$ 14,920.17
	Ironwood Projects, LLC	2378857	2,500	\$ 7,460.08
	Clean Footprint LLC	2381559	865.8	\$ 2,583.58
	Borrego	2384553	4,995	\$ 14,905.25
	True Green Capital	2388537	2,760	\$ 8,235.93
	Valta Solar, LLC	2395947	7,314	\$ 21,825.22
	Borrego	2396211	1,000	\$ 2,984.03
<b>TOTAL</b>		<b>45</b>	<b>144,822.8</b>	<b>\$ 432,156.13</b>

**FIRST AMENDMENT TO  
GROUP STUDY AGREEMENT**

**THIS FIRST AMENDMENT TO GROUP STUDY AGREEMENT** (this “Amendment”) dated November 9, 2020 amends the Group Study Agreement dated August 28, 2020, for Application Number 2295852 by and between NSTAR Electric Company d/b/a Eversource Energy (the “Company”) and BE RE, LLC (the “Customer”) (“Agreement”).

**WHEREAS**, the Agreement and Section 3.4.1 of the Tariff requires Customer to pay for its share of the Group Study fee based on Customer’s aggregated system design capacity in MW AC;

**WHEREAS**, the Agreement and Section 3.4.1 of the Tariff provide that the Company may reassess study costs subsequent to a change in composition of the Group, and any increase in such costs must be paid by Customer and remaining Group members;

**WHEREAS**, there has been a change in the composition of the Group requiring a reassessment of the study costs; and

**WHEREAS**, the Agreement must be revised to address the reassessed Group Study fee;

**NOW, THEREFORE**, pursuant to Section 16 of the Agreement, for good and valuable consideration the receipt and sufficiency which are hereby acknowledged, the Company and the Customer (individually “Party” and together the “Parties”) agree as follows:

1. **Defined Terms.** Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Agreement or the Interconnection Tariff (defined below), as applicable.
2. **Standards for Interconnection of Distributed Generation.** The Interconnecting Customer shall be subject to and shall comply with the terms, conditions and requirements set forth in the Company’s Standards for Interconnection of Distributed Generation tariff M.D.P.U. No. 55 (“Interconnection Tariff”), as the same may be amended.
3. **Amendment to Agreement.** The Agreement is hereby amended as follows:
  - (a) By striking the Customer’s share of the Group Study fee in Section 1 of the Agreement and replacing it with a fee of \$10,174.06.
  - (b) By striking Attachment 1: Group Composition and Study Cost Allocation in its’ entirety and replacing it with Attachment 1 attached hereto.
4. **Construction.** The Parties hereto agree that, once signed by both Parties, this Amendment modifies, supplements, and forms a part of the Agreement. Except as specifically modified and amended herein, all of the terms, provisions and requirements contained in the Agreement remain in full force and effect.
5. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The delivery of this Agreement and of signature pages by facsimile or other electronic transmission (including a “.pdf” format data file) shall constitute effective execution and delivery of this Amendment as to the Parties and shall be deemed to be their original signatures for all purposes.
6. **Signatory Authority.** The Parties each represent and warrant that this Amendment is being signed by its duly authorized representative.

This Amendment shall be effective as of the Effective Date when fully executed.

IN WITNESS WHEREOF, the Parties hereto execute this **FIRST AMENDMENT TO INTERCONNECTION SERVICE AGREEMENT** under seal.

INTERCONNECTING CUSTOMER:

BE RE, LLC

By: Adam Schumaker

Name: Adam Schumaker

Its: Manager

Duly authorized

Date: December 2, 2020

COMPANY:

NSTAR Electric Company d/b/a Eversource Energy

By: Melanie Khederian

Name: Melanie Khederian

Its: Account Executive

Duly authorized

Date: 12/4/2020

**Attachment 1: Group Composition and Study Cost Allocation****Group: Plymouth**

Group	Customer	Project WO	Nameplate kW	Original Cost 8/28/20	Rev1 Cost 10/28/20
<b>Group 2 - Plymouth</b>					
	Borrego	2264857	3,000	\$ 8,952.10	\$ 10,174.06
	REDP	2292181	2,468	\$ 7,364.60	\$ 8,369.86
	Iodestarenergy	2295386	999	\$ 2,981.05	\$ 3,387.96
	NextGrid	2295586	996	\$ 2,972.10	\$ 3,377.79
	NextSun Energy	2295853	2,000	\$ 5,968.07	\$ -
	NextSun Energy	2295852	3,000	\$ 8,952.10	\$ 10,174.06
	Borrego	2296366	3,000	\$ 8,952.10	\$ 10,174.06
	BlueWave Capital	2296373	4,890	\$ 14,591.93	\$ 16,583.72
	BlueWave Capital	2297500	4,890	\$ 14,591.93	\$ 16,583.72
	REDP	2296720	3,500	\$ 10,444.12	\$ 11,869.74
	BlueWave Capital	2297083	4,075	\$ 12,159.94	\$ 13,819.77
	Borrego	2299346	8,300	\$ 24,767.48	\$ -
	Iodestarenergy	2300908	3,000	\$ 8,952.10	\$ 10,174.06
	NextSun Energy	2303423	3,000	\$ 8,952.10	\$ -
	CVE	2306416	1,625	\$ 4,849.05	\$ 5,510.95
	NextSun Energy	2306600	4,999	\$ 14,917.18	\$ -
	Entero	2308513	4,998	\$ 14,914.20	\$ 16,949.99
	Borrego	2311480	3,650	\$ 10,891.72	\$ 12,378.44
	Sol Systems, LLC	2314369	3,500	\$ 10,444.12	\$ 11,869.74
	Entero	2320444	1,999	\$ 5,965.08	\$ 6,779.32
	REDP	2322036	2,250	\$ 6,714.08	\$ 7,630.55
	REDP	2321677	1,500	\$ 4,476.05	\$ 5,087.03
	REDP	2324188	1,000	\$ 2,984.03	\$ 3,391.35
	CEC Solar	2326793	2,000	\$ 5,968.07	\$ 6,782.71
	Ameresco	2328025	630	\$ 1,879.94	\$ 2,136.55
	REDP	2333746	4,500	\$ 13,428.15	\$ 15,261.09
	Sol Alliance	2335814	2,800	\$ 8,355.29	\$ 9,495.79
	Gale Head Development	2335827	999	\$ 2,981.05	\$ 3,387.96
	ECA	2338789	756	\$ 2,255.93	\$ 2,563.86
	SunRaise	2338339	4,999	\$ 14,917.18	\$ 16,953.38
	Ameresco	2343065	500	\$ 1,492.02	\$ 1,695.68
	Borrego	2343539	5,000	\$ 14,920.17	\$ 16,956.77
	Borrego	2344136	5,000	\$ 14,920.17	\$ 16,956.77
	BlueWave Capital	2346531	4,980	\$ 12,159.94	\$ 16,888.94
	Gale Head Development	2349786	5,500	\$ 16,412.19	\$ 18,652.45
	Sunraise	2351984	5,000	\$ 14,920.17	\$ 16,956.77
	Sunraise	2352975	1,000	\$ 2,984.03	\$ 3,391.35
	Borrego	2353430	4,990	\$ 14,890.33	\$ 16,922.85
	Sunraise	2361242	5,000	\$ 14,920.17	\$ 16,956.77
	Ironwood Projects, LLC	2378857	2,500	\$ 7,460.08	\$ 8,478.38
	Clean Footprint LLC	2381559	865.8	\$ 2,583.58	\$ 2,936.23
	Borrego	2384553	4,995	\$ 14,905.25	\$ 16,939.81
	True Green Capital	2388537	2,760	\$ 8,235.93	\$ 9,360.14
	Valta Solar, LLC	2395947	7,314	\$ 21,825.22	\$ 24,804.36
	Borrego	2396211	1,000	\$ 2,984.03	\$ 3,391.35
<b>TOTAL</b>		<b>45</b>	<b>145,727.8</b>	<b>\$ 432,156.13</b>	<b>\$ 432,156.13</b>