

**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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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.