STATE OF CONNECTICUT
PUBLIC UTILITIES REGULATORY AUTHORITY

Docket No. 26-05-10

APPLICATION OF THE CONNECTICUT LIGHT AND POWER COMPANY
D/B/A EVERSOURCE ENERGY
TO AMEND ITS RATE SCHEDULES

JOINT REBUTTAL TESTIMONY OF

WARREN R. BOUTIN AND LAVELLE A. FREEMAN

Interconnection of Distributed Generation

On behalf of

The Connecticut Light and Power Company
d/b/a Eversource Energy

November 18, 2026

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JOINT REBUTTAL TESTIMONY OF WARREN R. BOUTIN AND LAVELLE A. FREEMAN

I. INTRODUCTION

Q. Please state the names of the witnesses on the Interconnection Rebuttal Panel.

A. The Interconnection Rebuttal Panel is comprised of Warren R. Boutin and Lavelle A. Freeman. We are providing this rebuttal testimony on behalf of The Connecticut Power and Light Company d/b/a Eversource Energy ("CL&P" or the "Company").

Q. Mr. Boutin, please state your name and business address.

A. My name is Warren Boutin. My business address is 247 Station Drive, Westwood, Massachusetts, 02090.

Q. By whom are you employed and in what capacity?

A. I am employed by Eversource Service Company (ESC), and I am the Vice President of Customer Grid Electrification Solutions and Experience.

Q. Please summarize your education and professional experience.

A. I received my Bachelor of Science in Mechanical Engineering from Norwich University and my Master of Business Administration from Bentley University. I have been employed by ESC for over 30 years. I have held various positions with ESC including Manager of Electric Strategic Accounts and the Director of Electric Service Support, Distributed Energy Resources and Supplier Services. I assumed my current

position of Vice President of Customer Grid Electrification Solutions and Experience in January 2024. In my current position I am responsible for establishing valued business relationships, providing grid electrification solutions, and a superior customer experience to the company's strategic accounts, national accounts, large, medium and small customers, builders and developers, including our Distributed Energy Resource (DER) developers, Electric Vehicle (EV) customers, third party communication fiber and antenna attachers.

Q. Have you previously testified before PURA or elsewhere on regulatory matters?

A. No.

Q. Did you previously sponsor pre-filed testimony in this proceeding?

A. No, I did not.

Q. Mr. Freeman, please state your name and business address.

A. My name is Lavelle A. Freeman. My business address is 107 Selden Street, Berlin, Connecticut.

Q. By whom are you employed and in what capacity?

A. I am the Vice President of Distribution System Planning for ESC. I am responsible for overseeing all activities in Eversource's service areas in Connecticut, Massachusetts and New Hampshire related to: capacity expansion for bulk distribution substations and supporting circuits, including developing ten-year load forecasts and detailed system models; performing system impact studies and developing solutions for large

distributed energy resource ("DER") interconnections; assessing system reliability and resiliency performance and needs, and developing targeted plans for improvement; and integrated energy planning to safely and reliably transition customers from the gas system to the electric system.

Q. Please summarize your education and professional experience.

A. I earned a Bachelor of Science degree in Electrical Engineering from the University of Alabama. Subsequently, I earned a Master of Science degree in Electrical Engineering with a concentration in Power Systems from the University of North Carolina at Charlotte and a Master of Science degree in Computer Engineering from North Carolina State University. I joined the IEEE Power Engineering Society while in graduate school and have been on the ANSI C84.1 Standard Committee.

I started my power systems career in 1997 as an R&D Engineer at ABB Corporate Research in Raleigh, NC, where I devised innovative new products, algorithms and solutions to improve the value and efficiency of transmission and distribution product offerings within ABB Power T&D Inc. In 1999, I became a Senior Consulting Engineer in the ABB Utility Consulting group in Raleigh, NC, where I performed system studies in distribution and transmission planning for utility customers, worked with customers to implement changes, and developed and supported power systems software applications that improved the efficiency, marketability and cost-effectiveness of the group.

From 2003 to 2013, I was a Senior Engineer and then a Principal Engineer at General Electric Energy in Schenectady, NY, where I led consulting studies in distribution planning and analysis, power systems engineering, equipment applications, smart grid initiatives, and renewables impact and contributed to the development of new products and technology for various General Electric Energy businesses. From 2013 to 2016, I was Manager of Transmission and Distribution at General Electric Energy Consulting, where I directed a broad spectrum of client activities in the T&D space, with emphasis on power systems operation and planning, equipment application, renewables impact, and systems analysis. From 2016 through 2020, I was Technical Director at General Electric Energy Consulting in Schenectady, New York. In this position, I led project teams and developed business opportunities in the distribution space with emphasis on DER integration, microgrid design, grid modernization, reliability, power quality and resiliency. I developed and led execution of over $5M in distribution-related projects in New York, New Jersey and Massachusetts. I also successfully completed four ground-breaking New York Prize Stage 2 microgrid design projects and managed the Distribution System Testing and Research (DSTAR) consortium, working extensively with distribution planners and engineers in investor-owned, municipal and cooperative utilities across the country. In 2020, I joined Eversource Energy as Director, Distribution System Planning. In 2024, I was appointed to my current position.

Q. Have you previously testified before PURA or elsewhere on regulatory matters?

A. Yes. I have previously testified and participated in several proceedings before the Connecticut Public Utilities Regulatory Authority ("PURA"), including: Docket No.

17-12-03RE08, PURA Investigation Into Distribution System Planning of the Electric Distribution Companies – Resilience and Reliability Standards, Docket No. 17-12-03RE07, PURA Investigation into Distribution System Planning of the Electric Distribution Companies – Non-Wires Alternatives, Docket No. 21-05-15RE02, PURA Investigation Into Performance-Based Regulation Framework, Docket No. 21-05-RE03, PURA Investigation Into the Establishment Of Integrated Distribution System Planning Within a Performance-Based Regulation Framework, Docket No. 22-06-29RE01, PURA Investigation Into Distributed Energy Resource Interconnection Cost Allocation – Non-Residential Interconnection Upgrades, and Docket No. 22-06-05 PURA Implementation of Public Act 22-55. I have also testified before the Massachusetts Department of Public Utilities numerous times and before the New Hampshire Public Utilities Commission.

Q. Did you previously sponsor testimony in this proceeding?

A. Yes, I sponsored testimony in Exhibit CLP-TSP-1 and supporting exhibits.

II. PURPOSE OF TESTIMONY

Q. What is the purpose of your testimony?

A. The purpose of our testimony is to respond to the testimony of the Interconnection Customer Coalition ("ICC"), which critiques the Company's interconnection process for distributed generation ("DG") facilities and provides several recommendations to PURA, which are addressed in turn below.

Q. Are you presenting any exhibits as part of your rebuttal testimony?

A. No.

Q. How is your testimony organized?

A. Our testimony is organized into the following sections:

- Section I is the introduction;
- Section II provides the purpose of our testimony and overview;
- Section III provides an overview of DG Interconnection process;
- Section IV provides our response to ICC; and
- Section V provides our conclusion.

III. DG INTERCONNECTION OVERVIEW

A. Background on Company's Interconnection Process

Q. What documents govern the interconnection process for Eversource?

A. There are three primary documents which govern the interconnection process in the State of Connecticut: (1) Guidelines for the Interconnection of Residential Single Phase Certified Inverter-Based Generating Facilities of 50 kW (AC) or Less; (2) Guidelines for Generator Interconnection Excluding Residential Inverter Based Projects Level 1 50 kW or Less; and (3) Exhibit B Generator Interconnection Technical Requirements.[1] The applicability of these documents is dependent on the size of the interconnecting project.

[1] See Company's response to ICC-002, ICC Attachments 1, 2, and 3.

Q. How were these documents developed?

A. The Company and United Illuminating Company ("UI") developed these documents together with stakeholder input through working groups.[2]

Q. Were these documents reviewed and approved by PURA?

A. Yes. The Guidelines, including the Interconnection Agreement, were initially reviewed and approved in 2004 in Docket No. 03-01-15. Order No. 2 of the Docket No. 03-01-15 Decision required the Company to submit clean and redline versions of the Guidelines to PURA, along with an explanation of the changes, within ten days following the effective date of any revision to the Guidelines. On July 10, 2007, in compliance with Order No. 2 of the Docket No. 03-01-15 Decision, the Company and UI submitted proposed revisions to the Guidelines, including revisions to the form of Interconnection Agreement, as compliance in Docket No. 03-01-15.

Q. Were these documents more recently reviewed by PURA?

A. Yes, these documents were filed in clean and redlined form with PURA most recently in Docket Nos. 17-12-03RE06, 22-06-29, 22-06-29RE01, 24-08-05, 25-01-27, and 25-08-05.[3]

[2] Company's response to ICC-003.
[3] Company's response to ICC-002.

Q. At a high level, please explain the Company's interconnection process.

A. For Level 2 projects, the Fast Track Process is available for certified generating facilities up to 2 MW that meet Connecticut's eligibility criteria and pass the applicable technical screens. Projects that pass Fast Track generally receive an Interconnection Agreement within approximately 15 business days of a complete application, with an optional site visit available to refine service upgrade cost estimates.

Projects that do not qualify for Fast Track, as well as projects larger than 2 MW, proceed through the study process. Eversource generally issues the applicable study agreement within 15 business days of receiving a complete application. The study process evaluates system impacts and identifies any required upgrades. Depending on project complexity, studies typically take 30 to 60 business days to complete. Projects greater than 1 MW may also require ISO-NE, transmission, or other regional studies outside PURA's jurisdiction, which can extend the overall timeline.

IV. RESPONSE TO ICC

Q. Please provide a high-level summary of the ICC's testimonies.

A. ICC submitted three separate testimonies by Verogy Holdings ("Verogy"), Earthlight Technologies ("Earthlight"), and Greenskies Clean Energy ("Greenskies") (collectively, "ICC"). At a high level, each of the testimonies claims the Company's interconnection process has unnecessary delays and requirements that result in customer frustration, additional cost, and, at times, projects withdrawing from the

interconnection queue.[4] ICC provides several recommendations for resolving these alleged issues.

The Company notes that ICC members have raised individualized claims and concerns relating to the circumstances, development, and treatment of their respective projects. These individualized complaints and grievances are beyond the scope of this proceeding and should not be addressed in the context of this rate case. This proceeding is intended to address the Company's proposed rates and related matters of general applicability, not to serve as a forum for adjudicating project-specific disputes or resolving individual developers' grievances regarding the circumstances of their respective projects. To the extent that any developer believes it has a legitimate project-specific concern or grievance, that concern should be raised and addressed separately through the appropriate resolution process. Depending on the nature of the issue, that may include the applicable dispute resolution process, where the particular facts and circumstances relevant to that project can be properly considered, or to the extent the issues warrant broader consideration, a separate docket dedicated to addressing such matters.

Q. Please summarize ICC's recommendations.

A. ICC recommends PURA:

- require interconnection rules be standardized with stakeholder input and PURA review and approval;

[4] ICC-Veogy at 6-7; ICC-Earthlight at 7, 14; ICC-Greenskies at 6, 10-11

- require Eversource to provide accurate cost estimates and construction timelines;
- require Eversource to allow self-help;
- require pre-application process and improved hosting capacity maps;
- make dispute resolution binding;
- require Eversource to hire more full-time equivalents in the interconnection group; and
- impose incentives and penalties for missing deadlines.[5]

Q. Is the Company's rate case the appropriate venue for ICC's critiques or recommendations related to DG interconnection?

A. No, it is not. As noted above, despite ICC's claims to the contrary, the critiques and recommendations outlined by ICC are statewide issues that would need to be addressed in a more appropriate forum with all interested stakeholders involved, including UI and other developers.[6]

A. PURA Should Not Standardize Interconnection Rules or Documents in this Proceeding.

Q. Do you agree with ICC's recommendation to "standardize" interconnection rules?[7]

A. The interconnection rules, through the Guidelines outlined above, are already standardized. Any recommended changes to the already standardized interconnection rules should be through another proceeding with all interested parties having an

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5 ICC-Earthlight at 30-31; ICC-Verogy at 21; ICC-Greenskies at 12-13.

6 The Company is not replying herein to each and every issue or point raised by ICC. The Company's silence on any point made or issue raised should not be construed as support for ICC's perspective on that issue.

7 See ICC-Earthlight at 31; ICC-Verogy at 19

opportunity to participate. The Company's rate case, which makes no proposals related to Level 2 DG interconnection standards, is not the appropriate forum.

Q. Are there other more appropriate forums for discussing changes to interconnection?

A. Yes, there are other more appropriate forums. First, the Interconnection Working Group ("Working Group") is specifically focused on accelerating and improving DG interconnection in Connecticut. Since early 2021, the Working Group has been meeting almost every month to discuss various topics related to interconnection and includes appropriate solar industry stakeholders.[8] In addition, per the governing framework on the Working Group, solar developers constitute two of the six voting members of this group.

Additionally, there are other active proceedings before PURA involving DG interconnection that are more appropriate for this discussion.

Q. Have there been recent proceedings concerning interconnection issues?

A. Yes. There have been recent proceedings involving interconnection-related issues. In Docket No. 17-12-03RE06, the 100-Day Sprint Working Group Report included consensus interconnection recommendations that PURA adopted, and through Docket No. 25-01-27, the Company is implementing those recommendations. Indeed, many of the topics for which the ICC provided recommendations were addressed in PURA's

[8] The Company notes that Verogy, Earthlight, and Greenskies recently participated in the Working Group, as well as stakeholders like Michaud Law Group, Honeywell, and Conn Solar.

recent decisions issued in 2025 in that docket. For example, ICC recommends a "chess clock" functionality to PowerClerk, but this has already been adopted in Docket No. 25-01-27 Final Decision at 7 (Aug. 20, 2025) and implemented by the Company.[9]

The topics raised by the ICC are more appropriate to be resolved in a reopened Docket No. 25-01-27. In fact, in Docket No. 25-01-27, PURA declined to implement proposals relating to some of the topics raised in ICC member testimony, such as changes to the dispute resolution process. The Company does not oppose reopening Docket No. 25-01-27 to reevaluate rejected proposals and/or evaluate additional proposals, if PURA would like to explore these proposals further.

Q. ICC claims it is unclear if PURA has recently reviewed the Interconnection Guidelines.[10] Has PURA recently reviewed the Guidelines?

A. Yes. As noted above, PURA directed several revisions and updates to the Guidelines in Docket No. 25-01-27. As part of Eversource's compliance with Order No. 1 of that Final Decision, the Company filed revised Guidelines on November 14, 2025.[11] Any updates to the Guidelines would need to be performed jointly with United Illuminating and be submitted to PURA for review and approval. Eversource cannot make substantive revisions to the Guidelines by itself and without PURA's authorization.

[9] See Docket No. 25-01-27, Eversource responses to CAE-107 and CAE-107SP01.
[10] ICC-Verogy at 5.
[11] See Docket No. 25-01-27, Eversource Motion for Approval, Attachments 2a & 2b (Nov. 14, 2025).

B. PURA Should Not Require Binding Cost Estimates and Construction Timelines.

Q. Do you agree with ICC's recommendation to require binding timelines and costs[12] to be provided?

A. The Company reiterates that the rate case is not the appropriate forum for this discussion, but, no, we do not agree. The Company always provides a good faith estimate of the anticipated interconnection costs associated with a project. However, the Company cannot provide "binding" cost estimates because cost estimates can fluctuate for a variety of reasons, including those outside the Company's control, such as supply chain issues and customer delays.

A similar proposal to prevent the EDCs from issuing supplemental costs to developers was considered and not approved by PURA in Docket No. 25-01-27. Docket No. 25-01-27 Final Decision at 19 (2025). PURA held that the proposal to cap cost increases was not in the public interest because it would "increase costs for ratepayers by shifting additional interconnection expenses . . . from project developers to ratepayers." Moreover, PURA recognized some interconnection upgrade cost increases are outside the Company's control. Id.

The Company reiterates that this rate case is not the appropriate forum for these issues; however, it disagrees with ICC's recommendation. ICC cites examples in which preliminary estimates communicated by the Company differed from subsequent study

[12] See ICC-Verogy at 19; ICC-Greenskies at 13

results and characterizes those differences as evidence that the Company's estimates lack durability.[13] The Company disagrees with that characterization.

Developers frequently seek planning-level cost information before completing the applicable engineering study so they can evaluate project viability, development risk, and potential interconnection constraints while engineering work remains ongoing. Such information serves a different purpose than a completed engineering study. Preliminary information is intended to provide an understanding of the potential magnitude of interconnection costs and system modifications based on the information available at that stage of the engineering review, whereas the completed study provides the engineering analysis and cost estimate on which interconnection decisions are ultimately based.

Consistent with its commitment to supporting successful interconnections, the Company routinely works with customers throughout the study process to provide available information regarding potential system impacts, anticipated modifications, and preliminary cost expectations before all engineering activities are complete. Providing such information allows developers to evaluate project viability and make informed business decisions while studies remain in progress. However, the Company's willingness to provide preliminary information for planning purposes should not be

[13] See ICC-Earthlight at 9-12.

construed as a representation that such information constitutes a final engineering determination or binding cost estimate.

Consistent with Section 8.0 of the Impact Study Agreement, the Company provides a non-binding good faith estimate of cost responsibility and time to construct the facilities required to accommodate an interconnection request. While a System Impact Study identifies the system modifications required to accommodate an interconnection request, detailed engineering, equipment specification, and construction planning are generally completed later in the process. As a result, these estimates are intended to provide a reasonable projection of expected costs based on the information available at the time but are often refined as project development progresses and additional information becomes available. The interconnection process also provides customers the option to obtain a Facility Study, through which additional engineering is performed and project scope and cost estimates may be further refined. Neither the Impact Study Agreement nor the Facility Study Agreement characterizes these estimates as binding.

The fact that a preliminary estimate differs from a subsequent completed study result does not demonstrate that the preliminary estimate lacked value or that the interconnection process was deficient. Rather, it reflects the inherent distinction between planning-level information developed during an ongoing study process and the completed engineering analysis that forms the basis of the final study results. Preliminary estimates and completed study results serve different purposes, and differences between the two are completely reasonable and explainable.

The Feasibility Study is intended to provide developers early visibility into potentially significant system upgrades preliminarily identified through the interconnection review process. Such upgrades may include major distribution or substation modifications that the developer did not previously anticipate. The study provides a high-level assessment of anticipated upgrade requirements and associated costs based upon the information available at the time the study is performed. Because those upgrades have not yet undergone detailed engineering review, internal project development, procurement review, and other technical evaluation, the identified facilities and associated cost estimates remain preliminary, non-binding, and subject to refinement as additional engineering and analysis are completed.

More broadly, ICC's testimony relies heavily on a limited number of project-specific examples to support broad changes to the interconnection framework, including binding cost estimates, binding construction timelines, and revisions to existing interconnection procedures. The Company does not believe those examples support the conclusions advanced by ICC. Interconnection projects involve unique engineering, construction, procurement, scheduling, permitting, and customer-development circumstances that must be evaluated based upon the specific facts associated with each project. Accordingly, project-specific outcomes should not be generalized into conclusions regarding the overall effectiveness of the Company's interconnection process or the need for broad regulatory changes.

Many of the policy issues raised by ICC, including interconnection cost responsibility, dispute resolution, process improvements, and project timelines, have already been considered through prior PURA proceedings, stakeholder working groups, complaint processes, and revisions to the Interconnection Guidelines. The Company believes those forums remain the appropriate venue for consideration of interconnection policy issues rather than this rate proceeding.

Q. Can the Company provide more firm construction timelines?

A. For similar reasons articulated above, the Company cannot provide binding construction timelines. Many factors outside the Company's control would make binding, firm construction timelines prohibitive. For example, supply chain delays, weather, scheduling constraints, and other factors may all affect construction timelines. Moreover, while the Company strives to efficiently interconnect DG, the Company's first priority is ensuring the interconnecting facility does not jeopardize the safe, reliable operation of the EPS for all customers.

Recently, PURA established new permission to operate ("PTO") timeline requirements for the EDCs. Docket No. 25-01-27 Final Decision at 30. PURA directed the EDCs to issue PTO within 20 business days of Authority Having Jurisdiction ("AHJ") approval for all residential projects under 50 kW, and within 30 business days for all Level 2 projects, provided that all developer requirements have been satisfied and none of the seven operational exceptions apply. Id.

Q. Do you agree with ICC's claims[14] that Eversource frequently oversteps AHJ causing unnecessary delays?

A. We do not. First, as stated above, the Company's rate case is not the appropriate forum for the interconnection concerns raised. Second, ICC Earthlight's claim that the Company oversteps AHJ and refuses NEC-compliant design options was already raised and denied by PURA. Docket No. 25-01-27 Final Decision at 34-35 (2025). PURA concluded that "EDC oversight and inspection of certain interconnection components beyond the transformer remain necessary" and noted municipal inspectors may lack the technical expertise required to assess an interconnection. Id. Additionally, in compliance with PURA's Final Decision, the Company has incorporated jurisdiction examples into the DER Specific Metering Supplement to the Eversource Information and Requirements Book 2024.[15]

Q. Do you agree developers should be permitted to self-help?[16]

A. No, we do not. Verogy cites the telecommunications space as an example where self-help is permitted; however, the telecommunications sector is not an appropriate comparison. Self-help is only permitted in the communications gain, not the electric gain. The Company's first and foremost responsibility is to maintain the safe, reliable operation of the EPS. To reduce the risk of service impacts to all customers supplied

14 ICC-Earthlight at 18.
15 See Docket No. 25-01-27, CL&P Supplement to Motion No. 17 (Jan. 23, 2026).
16 ICC-Verogy at 20; ICC-Greenskies at 13.

by the EPS, the Company must maintain strict control over certain construction elements associated with interconnection that can impact distribution operations.

The electric utility distribution system is a highly complex and integrated network, requiring specialized expertise and strict adherence to established safety, reliability, and operational control protocols. Not all contractors possess the necessary training, equipment, or authorization to perform work on these critical facilities, and permitting customers to independently select such personnel could compromise system safety and reliability. Eversource's interconnection practices are specifically designed to ensure proper oversight and control, safeguarding workers, customers, the public, and the overall integrity of the electric grid.

Q. Do you agree with the recommendation to require pre-applications?

A. No, we do not. The pre-application review does not offer any additional information that is not already accessible through the Hosting Capacity Map and Grid Twin tools. Eversource has previously argued before PURA that these tools should serve as the primary source of such information, allowing developers to obtain it on a self-service basis without paying for a separate review.

Q. Do you agree with the recommendation to improve hosting capacity maps?

A. First, the Company reiterates this recommendation is not appropriate for the Company's rate case proceeding. Second, the Company does not agree that further hosting capacity improvements are needed. The Company recently implemented

hosting capacity map improvements with additional data points and automation.[17] In Docket No. 25-01-27, PURA rejected a hosting capacity map upgrade proposal, referring to this recent improvement project and stating that it is prudent to first assess the impact of this project before approving any efforts that may be redundant. Docket No. 25-01-27 Final Decision at 21 (2025). This assessment has not yet occurred. In addition, PURA suggested that once these improvements have been implemented, the Interconnection Working Group could submit a new, consensus proposal for PURA's consideration in Docket No. 25-01-27. See id.

Further, the Company notes the hosting capacity values presented in the hosting capacity maps are dynamic and change as the interconnection queue and real-time conditions evolve. The hosting capacity maps are a snapshot in time of the hosting capacity available at the time of review based on a level analysis that is not as detailed or definitive as a system impact study. The hosting capacity map is a useful informational tool but does not represent a guarantee the hosting capacity remains available.

[17] See Docket No. 24-08-06, Eversource Compliance with Order 18 (May 6, 2026).

C. Dispute Resolution Already Exists

Q. Do you agree with ICC's recommendation for PURA to create a "binding" dispute resolution process[18]?

A. No, we do not. There is already a dispute resolution process in place. As recently as August of 2025, PURA reviewed and rejected a proposal to revise the dispute resolution process to be more structured prior to escalation to PURA. PURA found a dispute resolution process has already been established through Docket No. 17-12-03RE06 and incorporated into the Interconnection Guidelines. Docket No. 25-01-27 Final Decision at 27 (2025). Moreover, if a dispute is not resolved through discussion between EDCs and developers or to PURA EOE in its role as the Ombudsperson, the dispute may be elevated for formal adjudication before PURA.

Subsequent to the filing of the Company's rate case application, two members of the ICC each requested mediation of dispute with PURA EOE.[19] Verogy requested mediation of a dispute involving the Groton Landfill project described in their pre-filed testimony.[20] Earthlight requested mediation of a dispute involving the issues of contingent approval, cost causation, and line-side taps described in their pre-filed testimony.[21] These mediations are still ongoing as of the date of this pre-filed testimony, and Eversource continues to participate in these mediations in good faith, which in one instance includes the consideration of potential changes to the Company's

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18 See ICC-Greenskies at 13; ICC-Earthlight at 30; ICC-Verogy at 19

19 Additionally, on November 17, 2026, the Company received a notice of dispute from an ICC member; however, at this time, the Company has not reviewed the contents of the notice.

20 ICC-Verogy at 13.

21 ICC-Earthlight at 7-9 & 13-14

processes to avoid similar disputes in the future. Prior to these two disputes, for which mediation is still ongoing, PURA EOE has not mediated any dispute between Eversource and any ICC member. None of the other complaints described in ICC member pre-filed testimony has been mediated by PURA EOE. At this point, the Company does not believe a new dispute resolution process is merited.

Q. Is ICC's proposed recommendation appropriate for this proceeding?

A. No, it is not. The dispute resolution process would need to be revised statewide, and all interested stakeholders would need to be involved in those discussions. In addition, "binding" dispute resolution would not be appropriate for all disputes, such as disputes that implicate the safe, reliable operation of the EPS. PURA would therefore need to determine which disputes are appropriate for a binding resolution process and which disputes are not. Also, if engineering support for developers is part of any dispute resolution process, PURA will need to determine how such support is to be funded.

D. Alleged Staffing Issues

Q. Do you agree with ICC's claim Eversource is understaffed in the Distributed Generation Customer Care department and should be directed to hire additional staff?[22]

A. No. The Company routinely evaluates staffing and resource needs and makes the adjustments needed to meet interconnection process requirements and timelines within its control.

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[22] See ICC-Greenskies at 12

E. Incentives and Penalties

Q. Do you agree with ICC that the Company routinely misses interconnection milestones and incentives and penalties should be imposed?

A. No, we do not. The Company works diligently to meet requirements within its control during the interconnection process, and provides permission to interconnect within the timeframes outlined in the Guidelines. However, while working as expeditiously as possible, the Company also has an obligation to ensure the DG interconnecting to the electric power system ("EPS") does so safely and does not threaten the reliable operation of the EPS.

In addition, Sections 20.1.1 and 20.1.2 of the Interconnection Guidelines provide a sufficient remedy if a milestone is missed. The non-breaching Party notifies the other Party of the alleged breach, and there is a timeframe by which the other Party is to cure the alleged breach. At least in recent years, Eversource has not received a single notice of an alleged breach under this provision.

V. CONCLUSION

Q. Does this conclude your testimony?

A. Yes, subject to reserving the Company's right to respond to additional issues raised in discovery or at hearings.