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 DIRECT TESTIMONY OF WILLIAM HERCHEL AND JAMES CERKANOWICZ

On Behalf of
The Interconnection Customer Coalition

October 21, 2026

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I. Introduction

Q. Please state the names of the witnesses on the panel.

A. The panel consists of William Herchel and James Cerkanowicz. We are testifying on behalf of Verogy Holdings, LLC ("Verogy") as part of the Interconnection Customer Coalition.

Q. Mr. Herchel, please state your full name and business address.

A. My name is William Herchel. My business address is 124 LaSalle Road, 2nd Floor, West Hartford, CT 06107.

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

A. I am employed by Verogy as its Chief Executive Officer, a position I have held since the company's founding in 2017. In this capacity, I oversee the direction of the company and manage the leadership of the many facets of the development of renewable generation projects. Prior to that I held the position of President of Greenskies Renewable Energy.

Q. Please describe your educational background and employment experience.

A. I hold a Bachelor's degree from Stonehill College and a Law Degree from the University of Connecticut. Prior to Verogy, I held various positions at Greenskies Renewable Energy, ending as its President.

Q. Have you previously testified in any formal hearings before regulatory bodies?

A. Yes. I have previously testified before the Connecticut Siting Council as part of the public hearing process for several projects.

Q. Mr. Cerkanowicz, please state your full name and business address.

A. My name is James Cerkanowicz. My business address is 124 LaSalle Road, 2nd Floor, West Hartford, CT 06107.

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

A. I am employed by Verogy as Manager of Permitting, a position I have held since October of 2022. In this capacity, I am responsible primarily for the oversight of large-scale ground mount solar projects through all means of permitting. This includes not only utility permitting that covers interconnection applications, utility studies, and interconnection agreements with The Connecticut Light and Power Company d/b/a Eversource Energy ("Eversource" or the "Company") but also permitting through local commissions and state agencies such as the Connecticut Siting Council and Department of Energy and Environmental Protection.

Q. Please describe your educational background and employment experience.

A. I hold a Bachelor of Science degree in Civil Engineering from Rensselaer Polytechnic Institute and am a licensed Professional Engineer in the State of Connecticut. Prior to Verogy, I worked for Eversource for over 10 years in the Distributed Energy Resources ("DER") Customer Care group. There I was responsible for all aspects of interconnection permitting for large scale projects, including coordination with several groups within Eversource, and served as the main point of contact with developers for the process of construction of new services by Eversource, as well as securing final connection to the grid and issuance of Permission to Operate ("PTO") these systems. Prior to Eversource, I worked for over 10 years in the field of Land Development, primarily in Connecticut, for the well-established firms of Fuss & O'Neill and BL Companies.

Q. Have you previously testified in any formal hearings before regulatory bodies?

A. Over the course of my career, I have presented projects in front of numerous town boards and commissions, and on behalf of Verogy have testified before the Connecticut Siting Council on several projects.

Q. What is the purpose of your joint testimony in this proceeding?

A. The purpose of our testimony is to provide the Public Utilities Regulatory Authority ("PURA" or the "Authority") with the perspective of a Connecticut-based renewable energy developer regarding the interconnection practices of Eversource. These practices directly relate to the review of Eversource rates and charges in this proceeding. Our testimony will also describe Verogy's experience with Eversource's inefficiencies in interconnection customer service policies, including Eversource's track record of failing to adhere to its own rules and the Authority's regulations. Specifically, our testimony will:

- Describe Verogy and its presence and workforce in Connecticut;
- Identify recurring failures by Eversource to meet its own interconnection deadlines, to provide reliable cost estimates, and to permit interconnection customers to reduce costs through self-help;
- Explain why these failures reflect imprudent management and a customer service issue properly considered in this rate case;
- Explain how these failures harm both interconnection customers and Eversource ratepayers; and

- Recommend changes the Authority should order so that interconnection customers can rely on Eversource's timelines and estimates and so that ratepayers will benefit thereby.

II. Verogy Overview

Q. Please describe Verogy.

A. Verogy is a Connecticut company that develops, builds, and operates renewable energy projects. Verogy has developed or is in the course of developing around 250 projects nationwide, 150 of which are located in Connecticut, representing approximately 260 MWs DC of capacity, of which around 100 MWs DC have been placed in service. The operational fleet includes projects interconnected behind-the-meter and in front-of-the-meter, with rooftop, carport canopy, ground-mount, landfill, and hybrid configurations. Our clients are commercial and industrial businesses, schools and municipalities, and Connecticut landowners.

Q. Does Verogy use Connecticut contractors?

A. Yes. Verogy is a Connecticut company that employs Connecticut-based staff and relies on Connecticut contractors for engineering, electrical, civil, and construction work. We have around fifty Connecticut-based employees and work with dozens of Connecticut contractors and service providers. Our operational and in-construction Connecticut projects represent over $250 million dollars in capital expenditure, the vast majority of which was contracted to those Connecticut contractors and service providers.

Q. How many Connecticut employees does Verogy have?

A. Verogy currently employs approximately fifty people in Connecticut, in positions including project developers, interconnection and site design engineers, project managers, construction managers, asset managers, and finance and administrative staff.

III. Eversource Interconnection Issues

A. Eversource Does Not Meet Its Own Deadlines

Q. What deadlines control the Connecticut Interconnection process?

A. Connecticut interconnection is generally administered under guidelines that at one time were formally reviewed and approved by PURA or its predecessor, the DPUC. Eversource cites to a variety of dockets in its response to ICC-2 where it says the Interconnection Guidelines were filed, but it is unclear to us whether PURA has fully reviewed and approved the Interconnection Guidelines since 2003. Moreover, it is further unclear whether PURA ever stepped in to review and approve Eversource's Standard Fast Track and Study Process Generator Interconnection Agreement ("Standard IA"). Other states use tariffs[1] or form interconnection agreements that impose automatic penalties for utility timeline misses.[2]

The Connecticut Guidelines require Eversource "to make reasonable efforts to meet the stated timeframes unless the parties agree to a different schedule."[3] The Federal Energy Regulatory Commission ("FERC") recently eliminated the reasonable efforts standard in

[1] *See* California PUC, Electric Rule 21: Generating Facility Interconnections, *available at* https://www.cpuc.ca.gov/rule21/.
[2] *See, e.g.*, Maine PUC, Docket No,. 2013-00531, Order Adopting Standard Form Interconnection Agreement, *available at* https://www.maine.gov/mpuc/sites/maine.gov.mpuc/files/inline-files/2013-531-ODR-5-28-14.pdf; *see also* under FERC Order No. 2023.
[3] *See* Response to ICC-5.

Order 2023, and in so doing acknowledged that "there were little to no consequences if transmission providers missed deadlines."[4] FERC's final rule imposes firm deadlines and penalties if ISO New England ("ISO-NE") or transmission providers fail to complete interconnection studies on time (with certain limited exceptions). No similar penalties can be imposed on Eversource for its interconnection failures.

Q. How do the Guidelines affect timelines and deadlines agreed to between Eversource and the interconnection customer?

A. Importantly, the Guidelines only tell part of the story, because Eversource's Standard IA is the ultimate contract between parties. The Standard IA is replete with deadlines and protocols but lacks meaningful enforcement or consequences for Eversource's failure to communicate or act. By way of example, Section 11.0 of this standard interconnection study agreement provides for a true-up of study costs within thirty business days of completion of the study. In practice, these true-ups never occur within thirty business days, which renders the provision meaningless. Verogy has experienced this on multiple projects. In our experience, most study true ups are left until the project's final accounting stage.

Q. Does Eversource ever miss other deadlines contained in its own interconnection documents?

A. Yes. In our experience, Eversource routinely fails to meet deadlines that it established in its own standard agreements. Pursuant to Section 5.3.2 of the Standard IA, within thirty (30) days following the date on which the Facility is first connected to the electric power system, Eversource must provide a final accounting report detailing any underpayment or overpayment made by the Generator with respect to the Initial Payment owed under the

[4] https://www.ferc.gov/explainer-interconnection-final-rule-2023-A

contract. As of the date of this filing, Verogy has spent tens of thousands of dollars using outside counsel to address issues with these final project true ups, some as many as five years after the projects came online. We can provide several relevant examples of this:

Verogy also only recently (within the last month or two) came to an agreement with Eversource on the true-up for three landfill projects, located in Middletown, Montville, & Deep River. All three projects received PTO on November 13, 2024. Verogy and Eversource were able to settle the project final accountings almost two years after an agreement was reached, well beyond the 30 business day true up period.

Lastly, Verogy only recently came to an agreement with Eversource on combining the true-up for four separate projects which had respective PTO dates of September 24, 2025, September 30, 2025, December 5, 2025 and December 30, 2025. The delay resulted in part because Eversource insisted that no single true-up would be processed until an agreement was reached regarding all other prior projects submitted by Verogy. Like other developers, Verogy sometimes sells its projects to other owner/operators. Eversource's arbitrary insistence on combining true-ups had no basis in the Guidelines of the Standard IA and ignored that while all projects were submitted by Verogy, these projects had in some cases been sold as part of portfolio transactions to other entities.

By failing to deliver final accountings of interconnection costs within the required thirty business days, Eversource demonstrates that it is blithely willing to ignore its own rules whenever it suits Eversource, creates unmitigated uncertainty as to final project costs, and

in some cases effectively prohibits developers like Verogy from selling projects to other owners. However, while this is a clear example, this situation occurs at the very end of the process, when little can be done to rectify the issue. Moreover, this issue is illustrative of systemic problems for project developers in Eversource Connecticut service territory.

Q. How does Eversource communicate about construction timelines for your projects?

A. Section 5.10 of Eversource's standard Interconnection Agreement addresses construction timing. However, in our experience, Eversource never actually provides its interconnection customers with a construction timeline that Eversource agrees to meet. Instead, Eversource indicates only how far in advance of the interconnection customer's desired In-Service Date full payment must be made. Interconnection customers are therefore required to pay in full without any commitment from Eversource as to when its work will be completed.

In addition, the failure to provide and adhere to a construction timeline causes delays, miscommunication and makes it very difficult to predict when a project will actually be able to generate power. This uncertainty creates trickle down effects into project economics, including the ability of projects to access federal tax credits, developers' ability to staff project construction teams, and ultimately increases project costs.

B. Eversource's Cost Estimates Have No Certainty

Q. Are Eversource's interconnection cost estimates reliable?

A. No. While interconnection customers are working within a dynamic industry to estimate costs after significant changes at the federal level, Eversource is charged with estimating

only *its own* costs, which can be distilled at their essence to parts and labor. Eversource's cost estimates provided under the Standard IA and study process are not subject to caps or independent review, are often changed unilaterally by Eversource, and as a result provide no meaningful certainty. This makes it extremely difficult to finance and develop projects in Eversource Connecticut territory. Prior versions of Eversource Interconnection Agreements capped changes in Eversource cost estimates to within certain percentage ranges at certain points in the development timeline, but even this low bar has been eliminated from the Standard IA.

Q. Please provide examples.

A. Here are three recent examples that illustrate the lack of prudent management of the Eversource interconnection process:

Windham Landfill. The Town of Windham issued a Request for Proposal to permit and develop a solar array on their closed and capped landfill. Solar is one of the few post-closure uses for such a site that would allow a town to obtain additional value for a property that is otherwise undevelopable. Landfills are also a preferred location to site solar projects from a land use perspective. The town's consultant directed all applications to include an estimated interconnection cost of $1 million dollars, which it determined would be a reasonable amount for the site and the desired system size that could be constructed. Verogy's proposal for a 0.975 MW system was ultimately selected by the town, and an interconnection application was subsequently submitted to Eversource.

After receiving the application on August 1, 2024, Eversource advised that in addition to new service (which at that time typically cost under $500,000), this project would trigger the need for two substation transformers to be replaced at a cost of approximately $4 million each, or approximately $8.5 million as an initial estimated upgrade cost. Due to the uncertainty of the viability of this interconnection, Eversource recommended Verogy proceed with a $7,500 Feasibility Study Agreement for the purpose of providing a more detailed estimate of the cost for all interconnection requirements. Verogy paid for and signed the study agreement on September 25, 2024, which required the study to be complete within 30 business days.

After the 30-business day mark passed, Verogy inquired on the status of the study. Eversource did not respond until two months later, in December 2024, when Eversource explained via email that the estimate would now exceed $18 million. Two days after that estimate, Verogy received the official Feasibility Study results that indicated costs of approximately $26 million. To date, Eversource has never provided an explanation as to how its initial estimate of $8.5 million could be so far removed from the subsequent $18 million estimate or how two days later this became $26 million.

As one can imagine, an upgrade cost of $26 million dollars cannot be borne by the economics of a project that is just under 1 MW AC. This result summarily terminated the viability of this project. Verogy did subsequently inquire several times as to the possibility of this project utilizing a proposed distribution upgrade cost sharing model that would cap this project’s responsibility for those upgrades at a number that would

make this viable. A cost sharing model, initially directed under PURA Docket 22-06-29RE01, was to be enacted on or about April 2025, but Eversource subsequently issued a legal challenge to this, preventing this project from progressing. To date, this project remains still stranded and will not be viable without adoption of a distribution upgrade cost sharing model.

Deep River Landfill. Eversource's Interconnection Agreements previously contained cost constraints for another municipal landfill project proposed in Deep River in 2023. Specifically, in Appendix G, which describes the upgrades needed and provides a more granular accounting of costs, the relevant interconnection agreement stated, "Price is based on Impact study with an accuracy of +/- 25% (If a Facility Study was performed delete this note)." Verogy and Eversource agreed to be bound by the terms of that agreement.

Both parties executed the agreement in July 2023, and full payment of the costs indicated in the agreement ($151,273) were remitted by Verogy to Eversource. Site construction by Verogy subsequently commenced in April 2024, with the goal of placing the project in service by November 2024.

That changed when in May 2024, Eversource advised Verogy that additional work would be required, and the additional work was not captured in the estimated costs contained in the original agreement. Eversource unilaterally determined this work to be outside of the up to +/- 25% variance indicated in the agreement. In June 2024, Eversource issued a

unilateral Amendment to the interconnection agreement with a new total cost of $206,368, an increase of $109,095 (72%) over the original estimate. When Verogy raised the Appendix G language to Eversource, Eversource refused to be bound by its own agreement. Facing liquidated damages at that point, Verogy was ultimately left with a choice of three unpalatable options: either paying the increased costs, engaging in an unpredictable and uncertain dispute resolution process, or abandoning the project altogether.

Verogy understands that some estimated costs are subject to minor fluctuations. Although Verogy would not consider 25% to be "minor," it still understands that fluctuations at this level are possible. However, when Eversource provides a cost estimate, interconnection customers need to be able to rely on the durability of such estimate. Similarly, if an interconnection customer agrees to pay the initial estimate, Eversource has no incentive to order the needed equipment at that time, because it can pass on any and all overages to the interconnection customer.

Even more troubling is Eversource's changes to the estimation process and the contractual protections associated with cost estimates. While past agreements have indicated the +/- 25% accuracy of the cost estimates provided, more recent interconnection agreements remove this requirement. It is critical to note that there are ***zero*** consequences for when Eversource does not adhere to these timelines.[5] This means

[5] *See* Eversource Response to ICC-8.

captive interconnection customers now lack any recourse to require Eversource to have some "skin in the game" to attempt to provide accurate estimates.

Groton Landfill. In this case, Eversource failed to indicate that the replacement of 65 poles by Frontier/Verizon was not included in the $3.5 million scope of work that Verogy paid to Eversource.[6] Verogy discovered that its project required this additional pole work from Frontier/Verizon only after receiving a call from Frontier indicating that an engineering cost estimation fee needed to be paid to Frontier and that a subsequent Frontier/Verizon invoice would be Verogy's responsibility. After several months of direct correspondence with Frontier/Verizon, Verogy ultimately received an invoice of almost $325,000. This cost was not factored into project economics, and failure to do so will likely delay the project's In-Service Date because of the time required to complete the previously unknown replacement work before Eversource's work can begin. Importantly, Eversource as a Single Pole Administrator is the only party with insight into whether other pole owners are implicated in a given project.[7]

C. Interconnection Customers Are Not Allowed to Engage in Self-Help

Q. Can Eversource Connecticut interconnection customers reduce costs by sourcing equipment or performing work themselves?

A. Generally, no. For example, recent changes in Eversource policy require a Real-Time Automated Controller ("RTAC") to be installed at each project. Eversource also began charging for this equipment without explanation or transparency as to its purpose, such as whether it is required for monitoring or reporting to ISO-NE. This change was mandated

[6] Verogy is currently working with PURA Office of Education, Outreach and Enforcement ("EOE") staff to mediate this dispute, and provides it here for illustrative purposes only.
[7] *See, e.g.*, Response to NECTA-8.

without explanation or recourse. In reviewing recent final project cost accountings, Verogy noted that the RTAC has been billed at a unit cost of approximately $75,000. This is well in excess of what Verogy could pay to source similar equipment itself, which it believes is approximately $15,000 per unit.

Q. Has Verogy investigated options to perform interconnection work at a lower cost?

A. Yes. Verogy attempted to qualify as an Eversource-vetted electric contractor in order to save costs and to be pre-authorized to perform additional electrical work, including reconductoring, three-phase extensions, equipment replacement, reclosers, regulators, cutouts, pole installations, and site work. Despite repeated attempts to apply for this program, Verogy was administratively prevented from doing so, and was discouraged by Eversource to renew its attempt to qualify.

Q. Do other jurisdictions allow interconnection customers to engage in self-help?

A. Yes. Under ISO-NE standard Interconnection Procedures (Schedules 22, 23, and 25 of the Open Access Transmission Tariff), if the Interconnecting Transmission Owner (*i.e.*, the utility) cannot meet the milestone dates for constructing the required point of interconnection, substation or network upgrades, the Generator (*i.e.*, the interconnection customer) can invoke self-help rights, known as the Option to Build the Network Upgrades in certain circumstances.[8] If a generator utilizes self-help to build or upgrade a substation, they must strictly follow the Transmission Cost Allocation rules governed by ISO-NE.

[8] *See, e.g.*, Schedule 22, Section 5.2, *available at* https://www.iso-ne.com/static-assets/documents/regulatory/tariff/sect_2/sch22/sch_22_lgip.pdf.

IV. Why This Is a Rate Case Customer Service Issue

Q. Why are these interconnection issues relevant to this rate case?

A. Eversource's failure to meet its own self-imposed rules outlined in its policy documents demonstrates a lack of appropriate Company resources dedicated to this function and shows imprudent management. Eversource appears to lack the internal controls and structure necessary to achieve its existing milestones, and its failure to achieve those milestones carries no consequences. These actions have direct and profound impacts on interconnection customers, many of whom are Connecticut businesses and by extension ratepayers.

Moreover, by introducing such large uncertainties in the costs of interconnection, project developers are forced to place significant contingencies on interconnection costs. Many of Connecticut's renewable energy projects (including most of the projects Verogy has developed in Connecticut) are the result of a competitive procurement process that is ultimately paid for by the ratepayer. Because the developers need to factor in an outsized interconnection cost when submitting bids for various programs, it is the Connecticut ratepayer that ultimately pays for Eversource's failure to adhere to its own rules and PURA's regulations.

Q. Are these issues common across Connecticut utilities?

A. No. In our experience, these issues arise primarily in Eversource's Connecticut service territory. By comparison, Verogy's experience with The United Illuminating Company ("UI") and Central Maine Power Company ("CMP") has been much more predictable, transparent and collaborative. For instance, CMP communicates effectively the

timeframes required to complete studies and typically delivers the results in the timeframe indicated in the study agreement. It is also standard practice by CMP to hold a meeting at the conclusion of the study to review the study results, discuss the estimated costs for new service and upgrade work, answer questions, and ensure both parties are on the same page, prior to the issuance of an Interconnection Agreement.

In contrast, Eversource typically goes well beyond the timeframes indicated in completing the studies, does not give notice that results will be delayed, and the developer must send repeated emails just to get updates on new delivery dates that continue to slip without explanation. Recent PURA-driven consensus proposals were adopted and included in the most recent revision to the Interconnection Guidelines, including the request to hold a meeting after the study is completed and prior to the issuance of the Interconnection Agreement, like the CMP model. However, in Verogy's experience to date, not a single such meeting has occurred. Eversource continues to provide study results and costs without review or explanation and issues Interconnection Agreements with terms, such as payment schedules, that are not in line with the finance and development needs of developers. Within the bounds of the same CT interconnection guidelines, UI has shown a willingness to correspond regularly with developers during the study process, provide updates, and meet when either necessary or helpful. By contrast, Eversource prefers to engage in discussions with developer only when it suits their needs, and simply issues study results and resulting Interconnection Agreements with little to no prior discussion.

Q. Does Eversource have adequate staffing to respond to today's interconnection queue?

A. No. Eversource DER Customer Care has typically relied on three "Senior Account Executives" to be single points of contact with developers for all non-residential interconnection applications throughout the interconnection and study process. The level of responsiveness, training, work ethic, and tenure within the group varies greatly among those individuals. Even when copied at times on repeated email messages to these staff members that have gone unanswered, management of the group has rarely stepped in to assist the developer or seemingly hold staff accountable to deadlines or showing the courtesy of timely responses.

After developers remit payments indicated in the interconnection agreement, the project is typically transferred to another staff member to be the single point of contact through the process of construction and successful interconnection to the grid. While that individual is typically advocating for the developer when coordinating with other departments within Eversource, there are limitations to their ability to get other departments to adhere to deadlines, schedules, and provide other information critical to the final parts of the interconnection process. Some of this may be hampered by that individual's status as a part-time contract worker. Previously, this position was staffed by a direct employee with a full 40-hour-a-week commitment to this role. It has appeared at times that contract employees lack incentive or motivation to respond or collaborate with interconnection customers. The plan to increase staffing to up to 11 full-time employees as described in Eversource's responses to ICC-6 and ICC-9 could be a good step, but ***only if*** the employees are appropriately trained and resourced.

V. Why This Is an Eversource Ratepayer Problem

Q. How do these issues affect Eversource ratepayers?

A. As alluded to above, ratepayers are harmed in several ways. *First*, cost overruns make ratepayer-funded programs designed to meet the State's renewable energy mandates more expensive. *Second*, inaccurate project cost estimates kill projects in later stages, and in doing so waste the collective time and money of developers, Eversource, the Connecticut Siting Council, and the Authority. *Third*, Eversource has no incentive to get it right or to be efficient at the lowest cost in this space. The cost of the installation directly translates to the cost of the kWh. Performance-based ratemaking may eventually help over time, but interconnection customers cannot wait.

Q. Is the existing dispute resolution process adequate?

A. No. The existing dispute resolution process is imperfect. Generally, the current process requires parties to attempt to informally resolve the dispute, then to have PURA EOE in its role as Interconnection Ombudsperson attempt to "mutually resolve" the dispute.[9] The parties may also use a third-party mediator or bring a formal complaint at PURA. While EOE staff can act as mediators for some matters, they do not have the necessary resources or support to address the universe of pending complaints that relate to contractual disagreements or technical disputes. In addition, they only have the power to mutually resolve issues. Simply put, some issues cannot be mediated and instead require adjudication. In our experience, EOE has also declined to mediate matters where they felt they did not have the requisite knowledge or expertise – in some cases, technical engineering expertise – to effectively address disputes. Moreover, there is no

[9] *See* ICC-1, Attachment 1, Section 3.2.

requirement that the Parties working through the dispute resolution procedures in the guidelines be bound by any resolution achieved in the process.[10]

VI. Necessary Changes

Q. What changes do you recommend?

A. *First and foremost*, rapid, binding dispute resolution procedures are needed. Multiple examples exist for the Authority's consideration and are used with great success in other jurisdictions.[11] If the Authority ultimately directs EOE or the Sustainable Energy Advantage NRES/RRES/SCEF Ombudsperson to step in to facilitate these disputes, they need to have the technical and legal expertise to fully adjudicate the issues, and Eversource must agree – or be ordered by the Authority – to be bound by their determination in order for the process to have any chance at success.

Second, interconnection customers need to be able to rely on Eversource's timelines and estimates. We recommend that the Authority:

- Standardize Eversource interconnection agreement timelines and institute consequences for failure to meaningfully achieve contractual milestones. In doing so, the Authority should avoid rules that merely incentivize Eversource to "check the box" without substantive compliance;
- Require that cost estimates be real and accurate within defined percentages, as was the case as recently as 2023, and that those defined percentages be binding;

[10] *See*, for example, ISO New England Open Access Transmission Tariff, Schedule 22, Large Generator Interconnection Procedures, Section 13.5.3, *available at* https://www.iso-ne.com/static-assets/documents/regulatory/tariff/sect_2/sch22/sch_22_lgip.pdf ("The decision of the arbitrator(s) shall be final and binding upon the Parties…").

[11] *See, e.g.*, Maine https://www.maine.gov/mpuc/regulated-utilities/telecom/approved-companies/rapid-response; *see also* California https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M197/K421/197421608.pdf.

- Institute a meaningful review of Eversource's interconnection customer disputes; and
- Recognize that time is of the essence.

Last, in times of dynamic costs, interconnection customers should be able to self-help in a variety of ways. Like in the telecommunications space, Eversource should facilitate a list of approved contractors and equipment that can be vetted and pre-approved if Eversource fails to meet its own milestones or cannot timely secure necessary equipment to facilitate its own interconnection agreement.

Q. Does the Authority have the power to order these changes in this proceeding?

A. Yes. The Authority, through its broad oversight of utility plant and prudency, can order changes to utility customer service practices. *See* Conn. Gen. Stat. §§ 16-11 and 16-19 as examples. In other recent electric rate cases, such as Dockets 22-08-08 and 24-10-04, PURA has ordered changes to utility customer service procedures and has recommended changes and even penalties for failures to adhere to PURA orders and regulations. In those proceedings the Authority audited and monitored Company-customer interactions for failure to adhere to policies and regulations. In the same rate case proceedings, the Authority has also vetted and ordered changes to the cost sharing policies of electric utilities and other third parties, such as third party attachers to utility distribution poles. PURA can therefore also do the same here.

VII. Conclusion

Q. Please summarize your testimony.

A. Based on the foregoing, Verogy respectfully submits that:

- Eversource routinely fails to meet the deadlines in its own study and interconnection agreements, Eversource's interconnection cost estimates lack the certainty needed to develop and finance projects; and Eversource prevents interconnection customers from reducing costs through self-help.
- The Authority should order standardized timelines with meaningful consequences and require accurate cost estimates within defined (and enforceable) tolerances. These basic cost containment provisions improperly incentivize Eversource to flow unchecked and unreasonable costs onto third-parties.
- Rapid dispute resolution procedures are needed, but they will only work if the decisionmakers must have the technical and legal expertise to fully adjudicate the issues and Eversource agrees to be bound by their determination.
- Overall, these failures reflect imprudent management that harms ratepayers and should be properly addressed in this proceeding.

Verogy is committed to working with the Authority, Eversource, and all docket participants to achieve a timely, transparent, and cost-effective interconnection process.

Q. Does this conclude your testimony?

A. Yes, it does.