

EVERSOURCE ENERGY

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THE UNITED ILLUMINATING COMPANY



Guidelines for Generator Interconnection

Fast Track and Study Processes

December 20, 2023

Excluding Inverter Based Projects 25 kW and Less

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1 Introduction and Executive Summary

1.1 Introduction

Welcome! These Guidelines have been prepared by the Electric Distribution Companies, The Connecticut Light & Power Company ("CL&P") and The United Illuminating Company ("UI") (collectively, the "EDCs"), to assist power-generating customers wishing to interconnect with the Electric Power System (the "EPS").

Capitalized terms used herein shall have the meanings specified in Attachment XI or the body of these Guidelines.

The EDCs are responsible for the distribution of electric power throughout most of the State of Connecticut. In order to carry out their responsibilities to all customers, each EDC must assure that all Interconnections are made according to certain protocols and procedures, which are described in more detail in these Guidelines.

These revised Guidelines have been simplified as follows: (i) the application process has been streamlined; and (ii) these Guidelines are harmonized with ISO-NH requirements based on FERC's Small Generator Order-2006.

These Guidelines do not apply to inverter-based Generating Facilities of 25 kW and less. Separate guidelines, entitled "Guidelines for the Interconnection of Residential Single Phase Certified Inverter- Based Generating Facilities, 25 kW (ac) or Less," were created for such Generating Facilities.

These Guidelines contemplate that a Generator and an EDC will work together toward the common goal of a successful Interconnection, and the EDCs may consider case specific exemptions to the Guidelines (e.g., advances in technology). In the unlikely event that a Generator and an EDC cannot reach agreement on a specific Interconnection matter, such dispute will be resolved via formal dispute resolution procedures set forth in these Guidelines.

Generators intending to make an Interconnection are advised to (i) refer to the Technical Requirements, attached hereto as Exhibit B, for guidance in the design of the Generating Facility and the Interconnection Facility; (ii) consult with the appropriate EDC prior to purchase of equipment in connection with the proposed Interconnection; and (iii) contact the appropriate EDC Facilitator to determine where and how to apply.

The Connecticut Light & Power Company and The United Illuminating Company look forward to working with Generators to facilitate a safe, reliable and successful Interconnection in accordance with these Guidelines.

1.2 Executive Summary

Interconnection Process for Generators smaller than 20 MW:

These Interconnection Guidelines provide general guidance for interconnections of Generating Facilities that are smaller than 20 MW. Generating Facilities interconnections vary significantly in complexity depending on the generator size, location, and customer requirements; consequently, it is not practical to expect that these Guidelines should always be rigidly observed for all interconnections. The Electric Distribution Company's (EDC's) Facilitator will work closely with the Generator to help achieve a successful interconnection.

This Executive Summary provides a quick overview of the Interconnection process and is not meant to replace the more detailed description of requirements contained in the remainder of these Interconnection Guidelines.

These Guidelines only apply to Generating Facilities intending to interconnect onto the EDC distribution system. Any Generator project intending to interconnect onto the transmission system will be required to follow the most recent Federal Energy Regulatory Commission (FERC) guidelines and processes, which are administered by the Independent System Operator – New England, Inc. (ISO-NE).

State Jurisdictional Interconnections:

Generators that intend to interconnect directly to the distribution level of the EPS will fall under the State of Connecticut Public Utility Regulatory Authority (PURA) jurisdiction, and are administered by the EDC. The state-jurisdictional Interconnection process begins when a Generator submits an application to the EDC. The EDC will review the application and submittals and work with the customer to resolve any discrepancy and obtain any missing information. The EDC will then conclude the initial application review within fifteen (15) Business Days and submit the results to the Generator.

Upon completion of the application review, which could include multiple design versions based on feedback, if an Interconnection Study (Feasibility, Impact and/or Facility) is required, the EDC will provide a Study Agreement and an estimate of the costs to complete the Study. The EDC will request that the Generator execute the Agreement within thirty (30) Business Days and pay the estimated cost of the Study. Some or all of the Studies may be required, and the EDC will work with the Generator to identify the required Studies. Each Study will require its own Study Agreement. Once the study agreement is signed and all outstanding milestone deliverables are received, the EDC may notify the Generator when the study begins, along with providing an expected timeframe for completion. This information may also be included in the respective study agreement. Distribution Studies usually require approximately thirty to sixty (30 to 60) Business Days for completion of each Study and may include a Feasibility Study, an Impact Study and a Facility Study. Upon completion of each respective Distribution Study, the EDC will share the applicable results with the Generator.

Transmission studies may be required for some Interconnections even if the Generator

Interconnection falls under state rules. Transmission studies are more complex and must be conducted in accordance with applicable ISO-NE rules and procedures. These Guidelines do not address the transmission studies process required by ISO-NE. The Generator may obtain guidance from the ISO-NE Tariff, Schedule 22 and 23 and Section I.3.9.

However, during the Interconnection process, the EDC will provide guidance including information concerning the scope, duration and cost of the transmission studies.

At the conclusion of the studies, the EDC will submit an Interconnection Agreement (IA) to the Generator with payment milestones included within the Agreement. In order to move forward with the execution of the project, the Generator will be required to sign the IA within thirty (30) Business Days and comply with payment milestones specified within the Agreement. At the conclusion of the project, the EDC will reconcile actual vs. estimated cost and reimburse or bill the Generator accordingly.

Once the upgrades are implemented, the following steps will be required to allow the Generator to interconnect to the EDC.

- Provide Proof of Municipal approval for the Generating Facility.
- Request the EDC to witness the commissioning test. Within ten (10) Business Days of the receipt of the Municipal approval, the EDC will aim to schedule and perform any required meter work and witness the commissioning test. If the EDC is unable to schedule and complete the required work within the ten (10) Business Day timeframe, the EDC will communicate the reason for such delay promptly, and provide an expected schedule and plan of action to complete the work. Following successful completion of that test, the EDC will send a final approval authorizing the interconnection to the Generator.

Additional Process Steps for compliance with ISO-NE Planning Procedure

Regardless of the Interconnection jurisdiction, each Generator wishing to interconnect a Generating Facility must comply with the ISO-NE Planning Procedure 5 (PP5), which is the procedure for a Proposed Plan Application (PPA) under Section

I.3.9 of the ISO-NE Tariff. This process must be completed before the Generator may Interconnect such Generating Facility. It is important to note that the PPA process is an ISO-NE requirement, even if the Interconnection of such facility falls under state jurisdiction. From time-to-time ISO-NE has made changes to the ISO-NE Planning Procedure which are out of EDC control and the details of which are not included in this document. The EDCs will post the most recent ISO-NE requirements on their respective web pages as they become available.

While the Generator is ultimately responsible for the PPA application and the associated data to be submitted to ISO-NE, the EDC will provide support to the Generator if the Generator is not a "Governance Participant" (as such term is defined in the Participants Agreement; among ISO-NE and the New England Power Pool) at the time the PPA is submitted to the EDC. Typically, the EDC will file the PPA on behalf of such non- Governance Participant Generator.

Additionally, the EDC will represent such Generator in ISO-NE proceedings in accordance with the current ISO-NE rules; provided, however, that such Generator shall remain solely responsible for, among other things:

- (a) the completion of the PPA and the accuracy of the information contained therein,
- (b) the advance payment based on a non-binding good faith estimate of all costs in connection with any required Transmission System Impact Study, and
- (c) the payment of all costs associated with transmission upgrades identified through the ISO-NE approval process.

Each non-Governance Participant Generator wishing to Interconnect a Generating Facility must read and be familiar with PP5, Section I.3.9 of the ISO- NE Tariff and other relevant ISO-NE guidance on the PPA process. Further, such non- Governance Participant Generator can communicate directly with ISO-NE to seek assistance concerning the applicable PPA requirements and associated issues.

For non-Governance Participant Generators, the EDC notifies ISO-NE of receipt of the Interconnection Application, under current ISO-NE practice. Further, the EDC submits a complete copy of the PPA application to ISO-NE in order to secure an ISO-NE queue position. An ISO-NE queue position will not be established by ISO-NE until all the data required by ISO-NE is complete.

Governance Participants are responsible for filing their own PPA with the ISO-NE and representing themselves in connection with all ISO-NE proceedings.

Interconnection Process for Generators greater than 20 MW:

The time frames and processes described in these guidelines are applicable to Generating Facilities smaller than 20 MW and represent the majority of Distribution interconnections. Generating Facilities larger than 20 MW are only rarely interconnect to the EPS. However, from time to time the EDC will receive requests for Interconnecting Generating Facilities greater than 20 MW seeking an interconnection to the EPS. When this situation occurs and provided that an interconnection to the EPS is feasible and appropriate, the EDC will use these Guidelines; however, the time frames to conduct the Application Review and Studies will be adjusted in accordance with the ISO-NE Tariff, Schedule 22.

2 Application Requirements and Interconnection Request

2.1 Interconnection Request

Prior to submitting an Interconnection Application, customers should refer to the hosting capacity maps located on the respective EDC websites to review project viability.

An Interconnection Request must be submitted through the respective EDC's online application portal. A processing fee is required with each Interconnection Request. The applicable fee is as follows:

Process	Generator Applicability	Application Fee	Study Fee
Fast Track	(1) 0-2 MW, unless Generating Facility does not qualify for the Fast Track process, or (2) Is 25 kW or less, certified but did not pass the 25 kW or Less screen(s).	\$500	Actual Cost
Study	(1) is larger than 2 MW, (2) is 2 MW or less and is not certified, or (3) is 2 MW or less and is certified but did not pass the Fast Track Process.	\$1000	Actual Cost

Table 1 Application Fees

- a) The Interconnecting EDC shall date- and timestamp the Interconnection Request upon receipt. Such date and timestamp shall be used for the purposes of the timetables set forth in these Guidelines.
- b) Within three (3) Business Days of the receipt of the Interconnection Request, the Interconnecting EDC shall confirm receipt of such Interconnection Request using the form attached hereto as Attachment II.
- c) Within ten (10) Business Days of the receipt of the Interconnection Request, the Interconnecting EDC shall notify the Generator if such Interconnection Request is incomplete using the form attached hereto as Attachment III. The Generator will have fifteen (15) Business Days from the date of such notice to submit the listed information or to request an extension of time to provide such information. If the Generator does not provide the listed information or a request for an extension of time within such fifteen (15) day period, then the Interconnection Request will be deemed withdrawn, and such deemed withdrawal shall be subject to Section 3.8. An Interconnection Request will be deemed complete upon receipt of the listed information by the Interconnecting EDC.

2.2 Insurance Requirements

Generators interconnecting a Generating Facility to the EPS of an EDC shall maintain general liability insurance in the amounts set forth in the following table, per Interconnection at all times during the Interconnection.

Nameplate Rating*	Minimum Liability Insurance Required
Less than 100 kW	\$300,000
Greater than 100 kW to 1 MW	\$1,000,000
Greater than 1 MW to 5 MW	\$2,000,000
Greater than 5 MW	\$5,000,000
<u>All Nameplate Ratings are based on aggregate generation at the site.</u>	

Table 2 Liability Insurance

General Liability:

In connection with Generator's performance of its duties and obligations under the Interconnection Agreement, Generator shall maintain, at all times during the Interconnection, general liability insurance with a combined single limit of not less than:

Three hundred thousand dollars (\$300,000) per occurrence and in the aggregate for bodily injury and/or property damage claims where the Gross Nameplate Rating of the Generators Facility is less than or equal to 100 kW.

One million dollars (\$1,000,000) per occurrence and in the aggregate for bodily injury and/or property damage claims where the gross nameplate rating of the Generators Facility is greater than 100 kW and less than or equal to 1 MW.

Two million dollars (\$2,000,000) per occurrence and in the aggregate for bodily injury and/or property damage claims where the gross nameplate rating of the Generators Facility is greater than 1 MW and less than or equal to 5 MW.

Five million dollars (\$5,000,000) per occurrence and in the aggregate for bodily injury and/or property damage claims where the gross nameplate rating of the Generators Facility is greater than 5 MW and less than or equal to 20 MW.

Insurer Requirements and Endorsements

All required insurance shall be carried by reputable insurers qualified to underwrite insurance in Connecticut. In addition, all insurance shall: (a) include the EDC as an additional insured for all Generating facilities greater than 1 MW; (b) contain a severability of interest clause or cross-liability clause; (c) provide that the EDC shall not incur liability to the insurance carrier for payment of premium for such insurance; and (c) provide for thirty (30) Calendar Days' written notice to the EDC prior to cancellation, termination, or material change of such insurance.

Evidence of Insurance

Evidence of the insurance required shall state that coverage provided is primary and is not in excess of or contributing with any insurance or self-insurance maintained by the EDC.

The Generator is responsible for providing the EDC with evidence of insurance in compliance with this Guideline on an annual basis.

Prior to the EDC commencing work on system modifications, the Generator shall have its insurer furnish to the EDC certificates of insurance evidencing the insurance coverage required above. The Generator shall notify and send to the EDC a certificate of insurance for any policy written on a "claims-made" basis. The EDC may at its discretion require the

Generator to maintain tail coverage for three years on all policies written on a "claims-made" basis.

All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the appropriate EDC Facilitator.

2.3 Facility Security, Access and Contact Information

Infrastructure Security

The security of the electric system infrastructure is essential. FERC requires the EDCs, market participants, and Generating Facilities interconnected with an EDC's EPS to comply with the recommendations offered by the National Infrastructure Advisory Council and best practice recommendations from NERC. All public utilities must meet basic standards for electric system infrastructure and operational security, including physical, operational, and cyber-security practices where required. Interconnection Requests will be reviewed in light of infrastructure security concerns.

Emergency Reporting

In accordance with Section 6.4.1 of the Interconnection Agreement, the EDC and the Generator shall each provide to the other (and shall update as necessary) a telephone number that can be used at all times to allow the other to report an emergency.

Access to EDC Equipment and Facilities

In accordance with Section 6.4.2 of the Interconnection Agreement, the Generator shall allow the EDC access to the EDC's equipment and the EDC's facilities located on the Generating Facility's premises.

Access to Isolation Device

In accordance with Section 6.4.3 of the Interconnection Agreement, the EDC shall have access to the Isolation Device of the Generating Facility at all times.

2.4 Modification

Any modification to machine data, equipment configuration or the Interconnection site not agreed to in writing by the Interconnecting EDC may be deemed a withdrawal of the Interconnection Request. In the event of a deemed withdrawal, the provisions of Section 2.7 shall apply.

2.5 Site Control

Documentation evidencing site control must be submitted with the Interconnection Request. Site control may be demonstrated through:

- a) Ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Generating Facility.
- b) An irrevocable option to acquire any of the property rights set forth in Section 3.6.1; or
- c) An exclusivity or other business relationship between the Generator and an entity having the right to sell, lease, or grant the Generator the right to possess or occupy a site for such purpose; or
- d) Filed applications for required permits with respect to a site on Federal or State property.

2.6 Queue Position

The Interconnecting EDC shall assign to each Interconnection Request a queue position based upon date of the date-stamp described in Section 3.2.3. The queue position of each Interconnection Request will be used to determine the cost responsibility for any upgrades necessary to accommodate the Interconnection. The EDC shall maintain a single Distribution queue.

2.7 Withdrawal

- a) The Generator may withdraw its Interconnection Request at any time by written notice of such withdrawal to the Interconnecting EDC.
- b) In addition, if the Generator fails to adhere to all requirements of these Guidelines, subject to Section 2.7.c, the Interconnecting EDC shall deem the Interconnection Request to be withdrawn and shall provide written notice to the Generator of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal.
- c) Upon receipt of such written notice, if the Generator wishes to dispute the withdrawal notice, the Generator shall have fifteen (15) Business Days in which to either respond with information or actions that cure the deficiency or to notify the Interconnecting EDC of its intent to pursue dispute resolution in accordance with Section 5.2.
- d) Withdrawal of an Interconnection Request shall result in the loss of queue position assigned

to such Interconnection Request.

- e) If a Generator disputes such withdrawal and loss of queue position, then the Generator's Interconnection Request shall be removed from the queue until such time that the outcome of the dispute restores its queue position.
- f) Within thirty (30) days following a withdrawal, a Generator that withdraws or is deemed to have withdrawn its Interconnection Request shall pay to the Interconnecting FIDC and any Affected Parties all costs prudently incurred with respect to such Interconnection Request prior to the receipt of notices described Section 2.7.a or 2.7.b, as the case may be.
- g) A Generator who fails to pay all monies due pursuant to Section 2.7.f shall not be eligible to obtain any Interconnection Study reports or submit subsequent Interconnection Requests.

3 Fast Track Process

3.1 Applicability

The Fast Track Process is available to any Generator proposing to interconnect its Generating Facility with the Distribution System if (a) the proposed Generating Facility is 25 kW or less, certified, but did not pass the 25 kW or less screen(s) (b) the proposed Generating Facility is no larger than 2 MW and passes the technical screens associated with the Fast Track process, and (c) the proposed Generating Facility (i) meets the Codes and Standards and other certification requirements of these Guidelines or (ii) is determined to be safe to operate by the Interconnecting EDC, in its sole discretion.

3.2 Initial Review

Within fifteen (15) Business Days after the Interconnecting EDC notifies the Generator it has received a complete Interconnection Request, the Interconnecting EDC shall perform an initial review using the screens set forth below, shall notify the Generator of the results, and include with the notification copies of the analysis and data underlying the determinations under the screens.

Screen Criteria

The EDC will use the following criteria for performing screening evaluations of all proposed Generating Facilities greater than 25 kW and less than or equal to 2 MW:

- a) For Interconnection of a proposed Generating Facility, the aggregated nameplate generation capacity shall not exceed the nameplate rating of the service transformer for those Generating Facilities directly connected to the distribution transformer.
- b) For Interconnection of a proposed Generating Facility based to a radial distribution circuit, the aggregated generation including the proposed Generating Facility, on the circuit shall not exceed fifteen percent (15%) of the Line Section annual peak load as most recently measured at the substation. A line section is that portion of an Interconnecting EDC's electric system connected to a customer bounded by automatic sectionalizing devices or the end of the distribution line. Alternatively, the EDC may use internal data and modeling tools for any proposed Generating Facility to determine if the screen passes.
- c) For Interconnection of a proposed Generating Facility to the load side of Spot Network protectors, the proposed Generating Facility must utilize an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the lesser of five percent (5%) of a Spot Network's maximum load or 50 kW.
- d) For Interconnection of a proposed Generating Facility to the load side of an area network, the following screen will be conducted:
 - a. The unit is a Certified Inverter-based generator or inverter based using a utility grade relay package exclusively in its design.

- b. The network primary feeders supplying the network to which the generation is attached are from the same electrical bus or normally tied buses.
- c. The maximum DG size will be limited to 50 kW at any location. A location is defined as any manhole or service box where the DG is connected to the network secondary system. This will ensure that no more than 50 kW of DG is located between the same set(s) of cable limiters.
- d. Total aggregate DG interconnected to an area network will be limited to 3% of the maximum network transformer connected kVA with the feeder supplying the largest number of network units out of service, or a maximum of 500 kW, whichever is less.
- e) The proposed Generating Facility, in aggregation with other generation on the distribution circuit, shall not contribute more than ten percent (10%) to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed point of change of ownership.
- f) The proposed Generating Facility, in aggregation with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, fuse cutouts, load-break elbows, and line reclosers), or Generating Facility equipment on the EPS to exceed eighty-seven and one-half percent (87.5%) of the short circuit interrupting capability; nor shall the Interconnection be permitted for a circuit that already exceeds eighty-seven and one-half percent (87.5%) of the short circuit interrupting capability.
- g) The table below sets forth the type of Interconnection applicable to each type of primary distribution line. This screen criterion includes a review of the type of electrical service provided to the Generator, including line configuration and the transformer connection to limit the potential for creating over-voltages on the Interconnecting HDG's EPS due to a loss of ground during the operating time of any anti-islanding function.

Primary Distribution Line Type	Type of Interconnection to Primary Distribution Line	Result/Criteria
Three-phase, three wire (For generators > 25 kW)	3-phase or single phase, phase-to-phase	Pass screen
Three-phase, four wire (For generators > 25 kW)	Effectively grounded 3 phase or Single-phase, line-to-neutral	Pass screen

- h) If the proposed Generating Facility is to be interconnected on single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed Generating Facility, shall not exceed the line ampacity rating.
- i) If the proposed Generating Facility is single-phase and is to be interconnected on a center tap neutral of a 240-volt service, its addition shall not create an imbalance between the two sides of the 240-volt service of more than twenty percent (20%) of the nameplate rating of

the affected service transformer.

- j) The Generating Facility (in aggregation with other generation interconnected to the side of a substation transformer feeding the circuit where the Generating Facility is proposed to be interconnected) shall not exceed 10 MW in an area where there are known, or posted, transient stability limitations to generating units located in the general electrical vicinity (e.g., three or four busses from the Point of Interconnection).
- k) No construction of facilities by the Interconnecting EDC on its FDS shall be required to accommodate the Generating Facility.

At the discretion of the EDC, hosting capacity map data may be used in lieu of the Fast Track screens above.

If the Interconnecting EDC determines that the proposed Interconnection passes the screen criteria set forth in Section 3.2.1, the Interconnection Request shall be approved, and the Interconnecting EDC will provide the Generator an executable Interconnection Agreement within five (5) Business Days after such determination.

If the proposed Interconnection fails the screens, but the Interconnecting EDC determines that the Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards, the Interconnecting EDC shall provide the Generator an executable Interconnection Agreement within five (5) Business Days after such determination.

If there are additional requirements set forth by ISO-NE for any proposed Generating Facility, these requirements will need to be addressed and receive proper approval by ISO-NE prior to the EDC issuance of an executable Interconnection Agreement.

If the proposed Interconnection fails the screens, but the Interconnecting EDC is unable to determine from the initial review that the Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards (unless the Generator is willing to consider minor modifications or further study), the Interconnecting EDC shall provide the Generator with the opportunity to attend a customer options meeting described in Section 3.3.

3.3 Customer Options Meeting

If the Interconnecting EDC determines that the Interconnection Request cannot be approved without (a) minor modifications at minimal cost, (b) a supplemental study or other additional studies or actions, or (c) modifications at significant cost to address safety, reliability, or power quality problems, then the EDC shall notify the Generator and provide copies of all analyses underlying its conclusion within the five (5) Business Day period after such determination.

At the request of the Generator, the Interconnecting EDC shall offer to convene a customer options meeting with the Generator to review possible Generating Facility modifications or the screen analysis and related results in order to determine what further steps are needed to permit the Generating Facility to be connected safely and reliably.

At the time of notification of the determination, or at the customer options meeting:

- a) The Interconnecting EDC shall offer to perform, at the Generator's expense, modifications to the EDC's Interconnection Facilities or minor modifications to the Interconnecting EDC's EPS (e.g., changing meters, fuses, relay settings) and provide a non-binding good faith estimate of the limited cost to make such modifications to the Interconnecting EDC's EPS;
- b) The Interconnecting EDC shall offer to perform, at the Generator's expense, a supplemental review in accordance with Section 4.4 if the EDC concludes in its sole discretion that the supplemental review might reasonably determine that the Generating Facility could continue to qualify for Interconnection pursuant to the Fast Track Process, and provide a non-binding good faith estimate of the costs of such supplemental review; or
- c) The Interconnecting EDC and the Generator shall agree to continue evaluating the Interconnection Request under Section 4 (Study Process).

3.4 Supplemental Review

In order to accept the Interconnecting EDC's offer to conduct a supplemental review, the Generator must accept such offer in writing within fifteen (15) Business Days of such offer and submit a payment to the Interconnecting EDC for the estimated costs set forth in such offer. The Generator shall be responsible for the Interconnecting EDC's actual costs of conducting the supplemental review. The Generator must pay any review costs that exceed the estimated cost payment within twenty (20) Business Days of the later of (a) receipt of an invoice from the Interconnecting EDC or (b) resolution of any dispute concerning such invoice. If the estimated cost payment exceeds the actual costs, the Interconnecting EDC will refund such excess without interest within twenty (20) Business Days of the calculation of the actual costs.

Supplemental Review requirements

- a) Within ten (10) Business Days following receipt of the payment for a supplemental review, the Interconnecting EDC shall conduct a supplemental review to determine whether the Generating Facility can be interconnected safely and reliably.
- b) If so, and no modifications to the Generating Facility are required by the Interconnecting EDC, the Interconnecting EDC shall forward an Interconnection Agreement to the Generator for execution within five (5) Business Days of such determination.
- c) If so, and modifications to the Generating Facility are required by the Interconnecting EDC, the Interconnecting EDC will provide a written summary of estimated costs of such modifications, and the Generator shall provide written notice to the Interconnecting EDC of whether the Generator agrees to make the required Generating Facility modifications at the Generator's cost within thirty (30) Business Days of receiving such written summary from the Interconnecting EDC. Within five (5) Business Days after confirmation that the Generator has agreed in writing to make the required changes at the Generator's cost, the Interconnecting EDC shall forward an Interconnection Agreement (Exhibit A) to the

Generator for execution.

- d) If so, and minor modifications to the Interconnecting EDC's EPS are required by the Interconnecting EDC, the Generator shall pay the costs of such EPS modifications prior to Interconnection. The Interconnecting EDC shall forward an executable Interconnection Agreement to the Generator within ten (10) Business Days of such a determination.
- e) If not, the Interconnection Request shall be evaluated under Section 5 (Study Process). Technical Requirements for certified inverter-based Generating Facilities are provided in the Exhibit B.

4 Study Process

4.1 Applicability

The Study Process shall be used by a Generator proposing to interconnect its Generating Facility with the Distribution System if the Generating Facility (a) is larger than 2 MW, (b) is 2 MW or less and is not certified, or (c) is 2 MW or less and is certified but did not pass the Fast Track Process.

4.2 Scoping Meeting

Requirements

A Scoping Meeting can be held at the request of either the EDC or the Generator, but should not occur until the EDC is satisfied with the proposed design details provided and the project is ready to proceed into the Study phase. The Interconnecting EDC, the Generator and any Affected Party(ies) will bring to the meeting personnel, including system engineers, and other resources as may be reasonably necessary in order to accomplish the purpose of the meeting.

The purpose of the Scoping Meeting is to discuss the Interconnection Request, review the appropriate jurisdiction for application submittal, and review whether the proposed project will require a corresponding ISO-NE System Impact Study to be performed and also to review existing studies relevant to the Interconnection Request. At the Scoping Meeting, the Parties shall further discuss whether the Interconnecting EDC should perform a Feasibility Study or proceed directly to either or both of the System Impact Studies, a Facility Study, or an Interconnection Agreement. If the Parties agree that a Feasibility Study should be performed, the Interconnecting EDC shall provide the Generator, as soon as practicable, but not later than five (5) Business Days after the Scoping Meeting, a Feasibility Study Agreement in the form of Attachment IV, including an outline of the scope of the Feasibility Study and a non-binding good faith estimate of the cost to perform the Feasibility Study.

The Parties may mutually agree to forgo the Scoping Meeting if (a) the Generator requests a Feasibility Study or (b) the Interconnecting EDC determines that a Feasibility Study is not required, and the Parties agree to proceed to either or both of the System Impact Studies.

- a) A Generator who has requested a Feasibility Study must return the executed Feasibility Study Agreement within fifteen (15) Business Days after the Generator's Interconnection Request is deemed complete.
- b) If the Interconnecting EDC determines that a Feasibility Study is not required and the Parties agree to proceed to either or both System Impact Studies, then the Interconnecting EDC shall provide the Generator, no later than five (5) Business Days after the scoping meeting, the appropriate System Impact Study agreement(s) including an outline of the scope of such System Impact Study and a non-binding good faith estimate of the cost to perform such System Impact Study. The form of Distribution System Impact Study Agreement is attached hereto as Attachment V. Transmission System Impact Study process and documents can be found on the ISO-NE website. (www.iso-newengland.com).

4.3 Feasibility Study

The Feasibility Study may be used to review multiple interconnection options and locations with the goal of identifying the most feasible point of interconnection for the Generating Facility, any potential adverse system impacts that would result from the Interconnection of the Generating Facility, or for the EDC to provide specific circuit and/or substation data to the developer for further refinement of their proposal (i.e. to develop a proposed dispatch limiting schedule for FSS projects).

The Generator must pay the good faith cost estimate set forth in the Feasibility Study Agreement prior to the Interconnecting EDC's initiation of the Feasibility Study. The scope of and cost responsibilities for the Feasibility Study are more fully described in the Feasibility Study Agreement (Attachment V).

In order to remain under consideration for Interconnection and in the Interconnecting EDC's Interconnection queue, the Generator must return executed Feasibility Study Agreement with a payment, if applicable, within thirty (30) Business Days of receipt of same from the Interconnecting EDC.

If Generator does not return executed the Feasibility Study Agreement with a payment within the allowed thirty (30) Business Days, the EDC will notify the Generator, and provide a ten (10) Business Days cure period prior to withdrawing the Generator from the queue.

Once the study agreement is signed and all outstanding milestone deliverables are received, the EDC may notify the Generator when the study begins, along with providing an expected timeframe for completion. This information may also be included in the respective study agreement.

If the Feasibility Study shows no potential for adverse system impacts, the EDC shall send the Generator a Facility Study Agreement in the form of Attachment VI, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study. If the Feasibility Study shows that no additional facilities are necessary, an Interconnection Agreement shall be tendered to the Generator for execution within five (5) Business Days after the completion of the Feasibility Study.

If the Feasibility Study shows the potential for adverse system impacts, the review process shall proceed to the System Impact Study(ies).

In the case where either the Feasibility Study or the System Impact Study(ies) are determined to be unnecessary, the Interconnecting EDC shall notify the Generator within five (5) Business Days that such study(ies) are not required.

4.4 System Impact Studies

The System Impact Studies shall (a) identify and detail the EPS impacts that would result if the proposed Generating Facility were interconnected without project modifications or electric system modifications, focusing on the adverse system impacts identified in the Feasibility Study, and/or (b) study potential impacts, including but not limited to those identified in the Scoping Meeting. If potential adverse distribution system impacts are identified at the Scoping Meeting or in the Feasibility Study, then a Distribution System Impact Study shall be required. If a Distribution System Impact Study is required, then the Interconnecting EDC shall send the Generator a Distribution System Impact Study Agreement within fifteen (15) Business Days of (a) transmittal of the results of the Feasibility Study (if performed) or (b) the Scoping Meeting (if no Feasibility Study is performed), including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study.

If potential adverse transmission system impacts are identified, the Interconnecting EDC shall send the Generator a Transmission System Impact Study Agreement within five (5) Business Days following transmittal of the Study results of the Feasibility Study or the Distribution System Impact Study, as the case may be, including an outline of the scope of the Transmission System Impact Study and a non-binding good faith estimate of the cost to perform the Transmission System Impact Study.

If a Transmission System Impact Study is not required, but EPS adverse system impacts are shown by the Feasibility Study to be possible and no Distribution System Impact Study has been conducted, the EDC shall send the Generator a Distribution System Impact Study Agreement.

If the System Impact Study(ies) shows no potential for adverse impacts to the transmission system or the distribution system, then the EDC shall send to the Generator for execution either (a) a Facility Study Agreement, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study, or (b) an Interconnection Agreement, as applicable.

In order to remain under consideration for Interconnection and in the Interconnecting EDC's Interconnection queue, the Generator must return executed System Impact Study Agreements with a payment, if applicable, within thirty (30) Business Days of receipt of same from the Interconnecting EDC.

If Generator does not return executed the System Impact Study Agreements with a payment within the allowed thirty (30) Business Days, the EDC will notify the Generator, and provide a ten (10) Business Days cure period prior to withdrawing the Generator from the queue.

A payment of the good faith estimated System Impact Study costs shall be required in full of the Generator prior to initiation of the System Impact Studies.

The scope of and cost responsibilities for a System Impact Studies are set forth in the applicable System Impact Study agreement.

Once the study agreement is signed and all outstanding milestone deliverables are received, the

EDC may notify the Generator when the study begins, along with providing an expected timeframe for completion. This information may also be included in the respective study agreement.

Any Affected Parties shall be invited to participate in the System Impact Studies and provide information necessary or helpful to complete the System Impact Studies.

4.5 Facility Study

Once the required System Impact Studies, if any, are completed, the Interconnecting EDC shall prepare a System Impact Studies report and provide a copy of such report to the Generator along with a Facility Study Agreement within five (5) Business Days of completion of the System Impact Studies, including an outline of the scope of the Facility Study and a non-binding good faith estimate of the cost to perform the Facility Study.

Within five (5) Business Days following receipt of the report described in Section 4.5, the Generator shall notify the Interconnecting EDC in writing as to whether it will either pursue the Facility Study or waive the Facility Study and elect an expedited Interconnection.

- a) If the Generator waives the Facility Study, it shall commit to the following milestones in the Interconnection Agreement: (a) siting approval by the appropriate regulatory authorities for the Generating Facility and Interconnection Facilities; (b) engineering of Interconnection Facilities shall be subject to prior approval by the Interconnecting EDC; (c) the ordering of long lead time material by the EDC for Interconnection Facilities and system upgrades; (iv) an In-Service Date; and (v) Commercial Operation Date.
- b) If the Generator does not waive the Facility Study, in order to remain under consideration for Interconnection and in the EDC's Interconnection queue, then the Generator must return the executed Facility Study Agreement or a request for an extension of time within thirty (30) Business Days following receipt of the Facility Study from the Interconnecting EDC. Any such extension shall not exceed sixty (60) Business Days.

The Facility Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to safely and reliably interconnect the Generating Facility. This includes service connection details and implementation of the System Impact Study(ies) conclusions.

Design for any required Interconnection Facilities and/or Generating Facility upgrades shall be provided for under the Facility Study Agreement. The Interconnecting EDC may contract with outside consultants to provide such design(s). The Generator, the Interconnecting EDC and any Affected Party(ies), may agree to allow the Generator to separately arrange for such design(s). In such cases, facilities design shall be subject to review and prior by the Interconnecting EDC, in accordance with the Facility Study Agreement. If the Parties agree to separately arrange for design and construction, and provided security and confidentiality requirements can be met, the Interconnecting EDC shall make sufficient information available to the Generator in accordance with confidentiality and critical infrastructure requirements to permit the Generator to obtain an independent design and cost estimate for any necessary facilities.

In order to remain under consideration for Interconnection and in the Interconnecting EDC's Interconnection queue, the Generator must return executed Facility Study Agreement with a payment, if applicable, within thirty (30) Business Days of receipt of same from the Interconnecting EDC.

If Generator does not return executed the Facility Study Agreement with a payment within the allowed thirty (30) Business Days, the EDC will notify the Generator, and provide a ten (10) Business Days cure period prior to withdrawing the Generator from the queue.

A payment of the good faith estimated Facility Study costs shall be required in full from the Generator prior to execution of the Facility Study.

The scope of and cost responsibilities for the Facility Study are described in the attached Facility Study Agreement.

Once the study agreement is signed and all outstanding milestone deliverables are received, the EDC may notify the Generator when the study begins, along with providing an expected timeframe for completion. This information may also be included in the respective study agreement.

Within thirty (30) Business Days of receipt of the Facility Study results, the Generator shall provide written notice whether it agrees to pay for the Interconnection Facilities and upgrades identified in the Facility Study. An executable Interconnection Agreement shall be tendered by the Interconnecting EDC to the Generator within five (5) Business Days of receipt of such written notice.

5 Provisions that Apply to all Interconnections and Associated Applications

5.1 Reasonable Efforts

The Interconnecting EDC shall make reasonable efforts to meet all time frames provided in these Guidelines; provided, however, that the Interconnecting EDC and the Generator may agree to different time frames. If the Interconnecting EDC fails to meet a deadline provided herein, it shall (a) notify the Generator, (b) explain the reason for the failure to meet the deadline, and (c) provide an estimated date by which it will complete the applicable Interconnection procedure in the process.

5.2 Dispute Resolution Process

The Parties shall agree to attempt to resolve all disputes promptly, equitably and in a good faith manner. If Parties are unable to informally resolve their dispute, the following dispute resolution process must be followed:

- a) In the event of a dispute, the disputing Party shall provide the other Party a written Notice of Dispute containing the relevant known facts pertaining to the dispute, the specific dispute and the relief sought, and express notice by the disputing Party that it is invoking the procedures under this Section. The notice shall be sent to the non-disputing Party's email address and physical address set forth in the Interconnection Agreement or Application, if there is no Interconnection Agreement. A copy of the notice shall also be sent to Interconnection Ombudsperson. The non-disputing Party shall acknowledge the notice within three (3) Business Days of its receipt and identify a representative with the authority to make decisions for the non-disputing Party with respect to the dispute.
- b) The Interconnection Ombudsperson is to be appointed by the PURA chairperson or the chairperson's designee, and should be a member of PURA's Office of Education, Outreach, and Enforcement.
- c) If the dispute is principally related to one or both Parties' compliance with timelines specified in these Interconnection Procedures or associated agreements, the Parties shall seek assistance from Interconnection Ombudsperson if the Parties cannot mutually resolve the dispute within eight (8) Business Days.
- d) If the dispute is not principally related to one or both Parties' compliance with a timeline, then the non-disputing Party shall provide the disputing Party with all relevant regulatory and/or technical details and analysis regarding any Utility interconnection requirements under dispute within ten (10) Business Days of the date of the notice of dispute. Within twenty (20) Business Days of the date of the notice of dispute, the Parties' authorized representatives shall meet and confer to try to resolve the dispute. Parties shall operate in good faith and use best efforts to resolve the dispute.
- e) If a resolution is not reached in thirty (30) Business Days from the date of the notice of dispute, either (1) a Party may request to continue negotiations for an additional twenty (20) Business Days, or (2) the Parties may by mutual agreement make a written request for mediation to the Interconnection Ombudsperson. Alternatively, both Parties by mutual agreement may request mediation from an outside third-party mediator with costs to be shared equally between the Parties.

- f) For the third party mediation process, the Parties shall agree to a mutually agreeable mediation process and mediator. Each party will select a mediator within five (5) Business Days of the end of the negotiation period and the two selected mediators will attempt to, within five (5) Business Days, select a third, mutually agreeable, mediator. The Parties shall share the cost of mediation equally. Once the three mediators are selected and the mediation commences, the Parties agree to engage in mediation in good faith for a period of not less than 30 days.
- g) If the results of the mediation are not accepted by one or more Parties and there is still disagreement, the dispute shall proceed to the formal complaint process provided by the Authority, where either party may commence an action at PURA for resolution of the dispute. All timeframes in this process and the Dispute Resolution Process itself may be modified by mutual written agreement of the Parties.
- h) At any time, either Party may file a complaint before the Authority pursuant to its rules.
- i) If neither Party elects to seek assistance from the Authority, or if the attempted dispute resolution fails, then either Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of these procedures.

The dispute resolution process and time frames set forth in Section 5.2.1 may be modified by mutual written agreement of the Parties.

5.3 Interconnection Metering

Any metering necessitated by the use of the Generating Facility shall be installed at the Generator's expense in accordance with Applicable Reliability Standards then in effect.

5.4 Commissioning

Commissioning tests of the Generator's installed equipment shall be performed pursuant to applicable Codes and Standards, and equipment manufacturers' recommendations. The Generator shall provide a certified commissioning test procedure to the Interconnecting EDC for approval.

A list of tests commonly required by IEEE 1547 is outlined in Section 7 of the Exhibit B Technical Requirements document.

The Interconnecting EDC must be given at least ten (10) Business Days written notice, or as otherwise mutually agreed to by the Parties, of the tests and may be present to witness the commissioning tests. The Interconnecting EDC will not assist in performance of, or provide equipment for the commissioning test.

The Interconnecting EDC will provide a Contingent Approval to the Generator when all EDC application review elements have been satisfied. When the Commissioning Test has been successfully completed the Interconnecting EDC will provide an "Approval to Energize Form" to the Generator.

5.5 Periodic Interconnection Tests

At the time of scheduling of a commissioning test, the Generator shall provide a written periodic Interconnection test procedure to the Interconnecting EDC. (Such procedures are typically provided by the equipment manufacturer.) The procedure shall describe a test process that will verify all Interconnection-related protective functions and associated batteries are functional, but need not replicate the commissioning test procedures. The interval between periodic tests shall be specified by the manufacturer, system integrator, or the authority having jurisdiction over the Interconnection. Written test reports or a log for inspection shall be maintained by the Generator.

The Interconnecting EDC may audit the Generator's written test reports, logs and other materials regarding the Interconnection or the Generating Facility at its discretion. If the functional software or firmware of the Interconnection system has been modified or if any hardware component of the Interconnection system has been modified, replaced or repaired with parts different from the tested configuration, and if such hardware, software or firmware have not been previously approved, then the applicable commissioning tests shall be performed by an independent testing facility. If such hardware, software or firmware has been previously approved or if settings have been changed, then only the commissioning tests applicable to the changes made shall be conducted. This requirement is in accordance with IEEE 1547.2.

5.6 Safe Operation and Maintenance

The Generator shall operate and maintain the Generating Facility in accordance with Good Utility Practice and comply with all aspects of the Interconnection Agreement and applicable Guidelines and tariffs, terms and conditions. Moreover, the Generator shall comply, at all times, with all applicable laws, regulations, and other legal requirements. In the event that the Generating Facility may pose an unreasonable risk to the EPS, the Interconnection Agreement provides that (a) the EDC may install equipment to monitor the Generating Facility and (b) the EDC may disconnect the Generating Facility as set forth in the Guidelines.

5.7 Confidentiality

The Interconnecting EDC shall maintain confidentiality of all information of by the Generator clearly designated as "Confidential" except as otherwise required by system operators, applicable laws and regulations. In the event that the Interconnecting EDC is requested to produce such confidential information, the Interconnecting EDC shall provide advance notice to Generator, if possible, to give Generator an opportunity to seek protective treatment of such information. If such information is requested or required by the DPUC, the Interconnecting EDC will seek protective treatment of such confidential information. Confidential information does not include information that is: (a) in or becomes part of the public domain; (b) known to the Interconnecting EDC previously; (c) independently developed by the Interconnecting EDC; (d) rightfully obtained by the Interconnecting EDC from third parties without a duty of confidentiality; or (e) required to be publicly disclosed by law, statute or regulation.

5.8 Record Retention

The Interconnecting EDC shall, at a minimum, maintain for three (3) years, subject to audit, records of all Interconnection Requests received under these procedures, the times required to complete Interconnection Request approvals and disapprovals, and justification for the actions taken on the Interconnection Requests.

5.9 Interconnection Agreement

The Generator and the Interconnecting EDC shall be Parties to the Interconnection Agreement. The Interconnecting EDC shall provide an Interconnection Agreement to the Generator in accordance with these Guidelines. After the Interconnecting EDC provides an Interconnection Agreement to the Generator for execution, the Generator shall have thirty (30) Business Days or another mutually agreeable timeframe to sign and return the Interconnection Agreement. After the Interconnection Agreement is fully executed, the Interconnection of the Generating Facility shall proceed under the provisions of the Interconnection Agreement and these Guidelines. The Generator shall promptly update the EDC of any changes to the projected In-Service Date as they occur. Also, upon request by the EDC for such updates, the Generator shall provide a response to such requests within ten (10) Business Days with the reasons for the schedule adjustment and any relevant evidence to support the need for the adjustment. Provided that the Generator demonstrates that they are operating in good faith to further the project's development, the Interconnection Agreement shall remain in effect. If the Generator does not respond to the EDC's inquiries within the ten (10) Business Days or does not demonstrate that they are operating in good faith, the EDC will then issue a ten (10) Business Day withdrawal notice, prior to termination of the agreement. Any disputes as to the enforcement of this provision shall be remedied via the Dispute Resolution Process in Section 5.2.1.

5.10 Performance Assurance

Performance Assurance will only be required in rare cases where abnormally high ongoing maintenance cost are anticipated to support the Interconnection or in unusual cases where there is a potential for wide variation between the actual and estimated costs for the Interconnection.

If performance assurance is required for an Interconnection, the EDC will provide a written explanation of the reasons therefor to the Generator.

5.11 Coordination with Affected Systems

If the Interconnecting EDC determines that any Interconnection Request may have an impact on other Affected Systems, the Interconnecting EDC will include representatives of such Affected Systems in all meetings and proceedings pertinent to such impact.

5.12 Generating Facility Capacity

The Generating Facility Capacity, for the purpose of analysis, shall be determined as follows:

- a) If the Interconnection Request is for an increase in capacity for an existing Generating Facility, the Interconnection Request shall be evaluated on the basis of the new total nameplate capacity of the Generating Facility.
- b) If the Interconnection Request is for a Generating Facility that includes multiple energy production devices at a site for which the Generator seeks a single Point of Interconnection, the Interconnection Request shall be evaluated on the basis of the aggregate nameplate capacity of such multiple devices.
- c) The Interconnection Request shall be evaluated using the maximum continuous rated nameplate capacity of the Generating Facility.

ATTACHMENT I FEASIBILITY STUDY AGREEMENT

Feasibility Study Agreement

This Feasibility Study Agreement (this "Agreement"), dated as of _____ (the "Effective Date"), is entered into by and between [Eversource Energy, a Connecticut corporation with a principal place of business at 107 Selden St, Berlin, CT, 06037] [or] [The United Illuminating Company, a specially chartered Connecticut corporation with a principal place of business at 180 Marsh Hill Road, Orange, CT 06477] (the "EDC"), and _____ with a principal place of business at _____ ("Generator"). (EDC and Generator are collectively referred to as the "Parties" and individually as a "Party").

RECITALS

WHEREAS, Generator is proposing to develop a Generating Facility or increase the generating capacity of an existing Generating Facility consistent with the Interconnection Request completed by Generator on _____;

WHEREAS, Generator desires to interconnect the Generating Facility with the Distribution System; and

WHEREAS, Generator has requested the EDC to perform a Feasibility Study to assess the feasibility of interconnecting the proposed Generating Facility with the facilities that are part of the EDC's Distribution System, and of any Affected Systems (the "Feasibility Study").

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

- 1.0 Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the EDC's Guidelines for Generator Interconnection (the "Guidelines").
- 2.0 The EDC shall conduct a Feasibility Study in accordance with the Guidelines.
- 3.0 The scope of the Feasibility Study shall be subject to the assumptions set forth in Exhibit A to this Agreement.
- 4.0 The Feasibility Study shall be based on the technical information provided by the Generator in its Interconnection Request, as may be modified as the result of the Scoping Meeting. At the reasonable request of the EDC, the Generator shall promptly provide additional technical information to the EDC.
- 5.0 In performing the Feasibility Study, the EDC may rely, to the extent reasonably practicable, on other existing studies in the EDC's possession.

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FEASIBILITY STUDY AGREEMENT

- 6.0 At the request of the Generator and at the Generator's sole cost and expense, the Feasibility Study shall include the feasibility of any Interconnection at a proposed project site where there could be multiple potential Points of Interconnection.
- 7.0 In conjunction with the execution of this Agreement, the EDC shall provide to the Generator a written good faith estimate of the cost of the Feasibility Study (the "**Cost Estimate**"). Prior to commencement of the Feasibility Study, the Generator shall pay the Cost Estimate to the EDC.
- 8.1 Following the conclusion of the Feasibility Study, the EDC shall prepare a Feasibility Study report (the "**Report**"), which shall provide the following analyses for the purpose of identifying any potential adverse system impacts that would result from the Interconnection of the Generating Facility as proposed:
- 8.2 Initial identification of any circuit breaker or other facility short circuit capability limits exceeded as a result of the Interconnection;
 - 8.3 Initial identification of any thermal overload or voltage limit violations resulting from the Interconnection;
 - 8.4 Initial review of grounding requirements and electric system protection; and
 - 8.5 A non-binding estimate of the cost (including a description thereof) of facilities required to interconnect the proposed Generating Facility.
- 9.0 The EDC shall use commercially reasonable efforts to provide the Report to the Generator within thirty (30) days of the later of (a) execution of this Agreement and (b) payment of the Cost Estimate by the Generator.
- 10.0 Within Sixty (60) days of the completion of the Feasibility Study, the EDC shall calculate the actual costs of the Feasibility Study (the "**Actual Cost**"), and the EDC shall provide an invoice to the Generator which shall include the Actual Cost and the basis for the calculation of the Actual cost.
- 11.0 In the event the Actual Cost exceeds the Cost Estimate, the Generator shall pay the difference to the EDC within thirty (30) Calendar Days of the invoice date (without interest). In the event the Cost Estimate exceeds the Actual Cost, the EDC shall pay the excess to the Generator within thirty (30) Calendar Days of the invoice date (without interest).
- 12.1 Miscellaneous.
- 12.2 Accuracy of Information. The Generator represents and warrants that, to the best of its knowledge, the information it provides to the EDC in connection with this Agreement and the Feasibility Study shall be accurate and complete as of the date such information is provided. The Generator

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FEASIBILITY STUDY AGREEMENT

shall promptly provide the EDC with any additional information needed to update information previously provided.

12.3 Disclaimer of Warranty. In performing the Feasibility Study, the EDC may rely on information provided by the Generator and third parties, and may not have control over the accuracy of such information. ACCORDINGLY, THE EDC HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Generator acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

12.4 Force Majeure, Liability and Indemnification.

12.4.1 Force Majeure. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party shall specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party may suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of commercially reasonable efforts. The affected Party shall use commercially reasonable efforts to resume its performance as soon as possible. Without limiting this section, the Generator shall immediately notify the EDC verbally if the failure to fulfill the Generator's obligations under this Agreement may impact the safety or reliability of the EDC EPS. For purposes of this Agreement, "Force Majeure Event" means any event or circumstance that (a) is beyond the reasonable control of the affected Party and (b) the affected Party is unable to prevent or provide against by exercising commercially reasonable efforts. Force Majeure Events include the following events or circumstances, but only to the extent they satisfy the foregoing requirements: (i) acts of war or terrorism, public disorder, insurrection, or rebellion; (ii) floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; (iii) explosions or fire; (iv) strikes, work stoppages, or labor disputes; (v)

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FEASIBILITY STUDY AGREEMENT

embargoes; and (vi) sabotage. In no event shall the lack of funds or the inability to obtain funds constitute a Force Majeure Event.

- 12.4.2 **Liability.** Except with respect to a Party's fraud or willful misconduct, and except with respect to damages sought by a third party in connection with a third party claim: (a) neither Party shall be liable to the other Party, for any damages other than direct damages; and (b) each Party agrees that it is not entitled to recover and agrees to waive any claim with respect to, and will not seek, consequential, punitive or any other special damages as to any matter under, relating to, arising from or connected to this Agreement. Notwithstanding the foregoing, nothing in this Section 13.3.2 shall be deemed to limit Generator's obligations under Section 13.3.3.
- 12.4.3 **Indemnification.** The Generator shall indemnify, defend and hold harmless the EDC and its trustees, directors, officers, employees and agents (including affiliates, contractors and their employees) from and against any liability, damage, loss, claim, demand, complaint, suit, proceeding, action, audit, investigation, obligation, cost, judgment, adjudication, arbitration decision, penalty (including fees and fines), or expense (including court costs and attorneys' fees) relating to, arising from or connected to this Agreement.
- 12.5 **Term and Termination.** This Agreement shall be effective from the Effective Date until the earlier of (a) one year from the Effective Date and (b) the withdrawal of the Generator's Interconnection Request, unless extended by written agreement of the Parties. Notwithstanding the foregoing, the EDC may terminate this Agreement fifteen (15) days after providing written notice to the Generator that it has breached any of its obligations hereunder, if such breach has not been cured within such fifteen (15) day period.
- 12.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut applicable to contracts made and performed in such State and without regard to conflicts of law doctrines.
- 12.7 **Severability.** If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be adjusted rather than voided, if possible, to achieve the intent of the Parties. If no such adjustment is possible, such provision shall be fully severable and severed, and all other provisions of this Agreement will be deemed valid and enforceable to the extent possible.
- 12.8 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on all of the Parties hereto,

ATTACHMENT I FEASIBILITY STUDY AGREEMENT

notwithstanding that all of the Parties are not signatories to the same counterpart. Facsimile counterparts may be delivered by any Party, with the intention that they shall have the same effect as an original counterpart hereof.

- 12.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 12.10 Survival. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination.
- 12.11 Independent Contractor. EDC shall at all times be deemed to be an independent contractor of the Generator, and none of the EDC's employees, contractors or the employees of its contractors shall be deemed to be employees of the Generator as a result of this Agreement.
- 12.12 No Implied Waivers. No failure on the part of any Party to exercise or delay in exercising any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any further or other exercise of such or any other right..
- 12.13 Successors and Assigns. Neither Party may assign this Agreement, by operation of law or otherwise, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. In the event of an assignment authorized hereunder, each and every term and condition hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- 12.14 Due Authorization. Each Party represents and warrants to the other that (a) it has full power and authority to enter into this Agreement and to perform its obligations hereunder, (b) execution of this Agreement will not violate any other agreement with a third party, and (c) the individual signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

[Signature page follows.]

**ATTACHMENT I
FEASIBILITY STUDY AGREEMENT**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of the Generator]

Signed _____

Name (Printed):

Title _____

[Insert name of the EDC]

Signed _____

Name (Printed):

Title _____

ATTACHMENT I FEASIBILITY STUDY AGREEMENT

EXHIBIT A

ASSUMPTIONS

The Feasibility Study will be based upon the information set forth in the Interconnection Request and agreed upon in the Scoping Meeting held on

Designation of Point of Interconnection and configuration to be studied (to be completed by the Generator).

Other assumptions (listed below) are to be provided by the Generator and the Interconnecting EDC.

***Sample Scope of the Feasibility Study:**

Identify necessary upgrades required to interconnect the proposed DER and develop non-binding cost estimate for such upgrades. **[Insert Name of the Generator]** will need to provide a battery charge and discharge schedule so that the battery can be studied accordingly.

The study will consider the following:

1. Review developer operational requirements.
2. A substation review of additional loading and rating capabilities at the substation.
3. Determine how many express feeders would be needed and what upgrades would be required to implement it.
4. Determine what the maximum amount of generation that can be added to the feeder before significant upgrades or an express feeder is required.
5. Provide a non-binding cost estimate for the proposed upgrades
6. Propose the final scope of work for a system impact study

ATTACHMENT II SYSTEM IMPACT STUDY AGREEMENT

System Impact Study Agreement

This System Impact Study Agreement (this "**Agreement**"), dated as of _____ (the "**Effective Date**") is entered into by and between [Eversource Energy, a Connecticut corporation with a principal place of business at 107 Selden St, Berlin, CT, 06037] [or] [The United Illuminating Company, a specially chartered Connecticut corporation with a principal place of business at 180 Marsh Hill Road, Orange, CT 06477] (the "**EDC**"), and _____, a _____ with a principal place of business at _____ ("**Generator**"). (The EDC and Generator are collectively referred to as the "**Parties**" and individually as a "**Party**").

RECITALS

WHEREAS, Generator is proposing to develop a Generating Facility or increase the generating capacity of an existing Generating Facility consistent with the Interconnection Request completed by Generator on _____;

WHEREAS, Generator desires to interconnect the Generating Facility with the Distribution System;

[**WHEREAS**, the EDC has completed a Feasibility Study with respect to the proposed Interconnection of the Generating Facility and has provided the results of such study to Generator;] and [This recital to be omitted if the Parties have agreed to forego the Feasibility Study in accordance with the Guidelines.]

WHEREAS, Generator has requested the EDC to perform a Distribution System Impact Study to assess the impact of the proposed Interconnection the Generating Facility.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

- 1.0 Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the EDC's Guidelines for Generator Interconnection (the "**Guidelines**").
- 2.0 The EDC shall conduct or cause to be conducted a Distribution System Impact Study in accordance with the Guidelines (the "**DSI Study**").
- 3.0 The DSI Study shall be based upon the results of the Feasibility Study, if conducted, the technical information provided by Generator in the Interconnection Request, and the assumptions set forth in Exhibit A to this Agreement (the "**Assumptions**"). At the reasonable request of the EDC, the Generator shall promptly provide additional technical information to the EDC.

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- 4.0 The DSI Study shall incorporate any combination of the following: (a) short circuit analyses; (b) stability analyses; (c) power flow analyses; (d) distribution load flow studies; (e) analyses of equipment interrupting ratings; (f) voltage drop and flicker studies; (g) protection coordination studies; (h) protection and set point coordination studies; and (i) grounding reviews.
- 5.0 Any Affected System may participate in the DSI Study at its own cost.
- 6.1 In connection with the DSI Study, the EDC shall consider the impact of the proposed Interconnection of the Generating Facility in light of other generating facilities that, on the date the Study is commenced:
- 6.2 are currently interconnected with the Distribution System or an Affected System;
 - 6.3 are expected to be interconnected with the Distribution System or an Affected System; and
 - 6.4 have an earlier queue position (as assigned by the EDC pursuant to Section 3.7 of the Guidelines) than the Generating Facility.
- 7.0 In conjunction with the execution of this Agreement, the EDC shall provide to the Generator a written good faith estimate of the cost of the DSI Study (the “**Cost Estimate**”). Prior to commencement of the DSI Study, the Generator shall pay the Cost Estimate to the EDC.
- 8.0 Following the conclusion of the DSI Study, the EDC shall prepare a DSI Study report (the “**Report**”). The Report shall (a) state the assumptions upon which the DSI Study was based, (b) set forth the results of the various analyses and reviews, (c) provide the requirement or potential impediments to providing the requested Interconnection service, (d) provide an initial estimate of the cost and time necessary to correct any problems, if any, identified in the Report; and (e) provide a list of facilities that are required to implement the Interconnection of the Generating Facility, along with and a non-binding good faith estimate of cost responsibility and time to construct such facilities.
- 9.0 Any Affected System that may be adversely impacted by the proposed Interconnection shall be afforded an opportunity to review and comment on the Report.
- 10.0 The EDC shall use commercially reasonable efforts to provide the Report to the Generator within thirty (30) days of the later of (a) execution of this Agreement and (b) payment of the Cost Estimate by the Generator; provided, however, that such time frame will be extended by up to an additional twenty (20) Business Days in the event review and comment is required by an Affected System pursuant to Section 9.0 of this Agreement.

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- 11.0 Within thirty (30) days of the completion of the DSI Study, the EDC shall calculate the actual costs of the DSI Study (the "Actual Cost"), and the EDC shall provide an invoice to the Generator which shall include the Actual Cost and the basis for the calculation thereof.
- 12.0 In the event the Actual Cost exceeds the Cost Estimate, the Generator shall pay the difference to the EDC within thirty (30) Calendar Days of the invoice date (without interest). In the event the Cost Estimate exceeds the Actual Cost, the EDC shall pay the excess to the Generator within thirty (30) Calendar Days of the invoice date (without interest).
- 13.1 Miscellaneous.
- 13.2 Accuracy of Information. The Generator represents and warrants that, to the best of its knowledge, the information it provides to the EDC in connection with this Agreement and the DSI Study shall be accurate and complete as of the date such information is provided. The Generator shall promptly provide the EDC with any additional information needed to update information previously provided.
- 13.3 Disclaimer of Warranty. In performing the DSI Study, the EDC may rely on information provided by the Generator and third parties, and may not have control over the accuracy of such information. ACCORDINGLY, THE EDC HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Generator acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.
- 13.4 Force Majeure, Liability and Indemnification.
- 13.4.1 Force Majeure. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party shall specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party may suspend or modify its performance of obligations under

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this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of commercially reasonable efforts. The affected Party shall use commercially reasonable efforts to resume its performance as soon as possible. Without limiting this section, the Generator shall immediately notify the EDC verbally if the failure to fulfill the Generator's obligations under this Agreement may impact the safety or reliability of the EDC FPS. For purposes of this Agreement, "Force Majeure Event" means any event or circumstance that (a) is beyond the reasonable control of the affected Party and (b) the affected Party is unable to prevent or provide against by exercising commercially reasonable efforts. Force Majeure Events include the following events or circumstances, but only to the extent they satisfy the foregoing requirements: (i) acts of war or terrorism, public disorder, insurrection, or rebellion; (ii) floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; (iii) explosions or fire; (iv) strikes, work stoppages, or labor disputes; (v) embargoes; and (vi) sabotage. In no event shall the lack of funds or the inability to obtain funds constitute a Force Majeure Event.

- 13.4.2 Liability. Except with respect to a Party's fraud or willful misconduct, and except with respect to damages sought by a third party in connection with a third party claim: (a) neither Party shall be liable to the other Party, for any damages other than direct damages; and (b) each Party agrees that it is not entitled to recover and agrees to waive any claim with respect to, and will not seek, consequential, punitive or any other special damages as to any matter under, relating to, arising from or connected to this Agreement. Notwithstanding the foregoing, nothing in this Section 13.3.2 shall be deemed to limit Generator's obligations under Section 13.3.3.
- 13.4.3 Indemnification. The Generator shall indemnify, defend and hold harmless the EDC and its trustees, directors, officers, employees and agents (including affiliates, contractors and their employees) from and against any liability, damage, loss, claim, demand, complaint, suit, proceeding, action, audit, investigation, obligation, cost, judgment, adjudication, arbitration decision, penalty (including fees and fines), or expense (including court costs and attorneys' fees) relating to, arising from or connected to this Agreement.
- 13.5 Term and Termination. This Agreement shall be effective from the Effective Date until the earlier of (a) one year from the Effective Date and (b) the withdrawal of the Generator's Interconnection Request, unless extended in writing by the Parties. Notwithstanding the foregoing, the EDC may terminate this Agreement fifteen (15) days after providing written notice