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

DIRECT TESTIMONY OF JEAN-PAUL LA MARCHE

On Behalf of
The Interconnection Customer Coalition

October 21, 2026

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I. Introduction

Q. Please state your full name and business address.

A. My name is Jean-Paul La Marche. My business address is 127 Washington Avenue, West Building, Lower Level, North Haven, CT 06473.

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

A. I am employed by Greenskies Clean Energy ("Greenskies" or "GCE") as Vice President of Development, a position I have held since October 2022. In this capacity, I manage the team responsible for developing ground-mounted solar projects from land origination through construction readiness. My team prepares the designs needed for interconnection applications, manages the application and study process, secures executed interconnection agreements, and coordinates with the utility from IA execution through readiness for energization. I have been employed by Greenskies since January 2017.

Q. Please describe your educational background and employment experience.

A. I hold a B.S. in Mechanical Engineering from the University of California, San Diego. I have worked in the solar photovoltaic industry since 2009 as an engineer and developer and have managed teams since 2014. Before joining Greenskies and Clean Focus, I worked at two startup solar companies designing and developing solar projects and managing their interconnection.

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

A. Yes. I have previously testified in support of multiple GCE projects before the Connecticut Siting Council.

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

A. The purpose of my testimony is to provide the Public Utilities Regulatory Authority ("PURA" or the "Authority") with the perspective of a Connecticut-based solar developer regarding the interconnection customer service practices of The Connecticut Light and Power Company d/b/a Eversource Energy ("Eversource" or the "Company"). These practices directly relate to the review of Eversource's staffing, rates, and charges in this proceeding. Specifically, my testimony will:

- Describe Greenskies and its presence and workforce in Connecticut;
- Identify Eversource's lack of transparency and communication regarding construction timelines for Greenskies projects with interconnection agreements in place, and recurring delays in study reports;
- Explain the federal Investment Tax Credit ("ITC") deadlines that make timeline certainty essential;
- Explain why these failures reflect a customer service and staffing issue properly considered in this rate case, and how they harm Eversource ratepayers; and
- Recommend rapid, binding dispute resolution rules, with incentives and penalties, so that interconnection customers can rely on Eversource's timelines.

II. Greenskies Overview

Q. Please describe Greenskies.

A. Greenskies is a Connecticut company that develops, builds, and operates solar and energy storage projects. GCE has developed 743 projects nationwide, 204 of which are located in Connecticut, representing approximately 112.68 MW of capacity. In Connecticut, Greenskies develops rooftop, carport, and ground-mounted commercial solar projects,

generally ranging from 250 kWac to 5 MWac, with some larger grid-connected ground-mounted projects. Greenskies is active in the Non Residential Renewable Energy Solutions ("NRES") and Shared Clean Energy Facilities ("SCEF") programs. Through spring 2026, Greenskies received 15 SCEF awards representing more than 60 MWac and 78 NRES awards representing more than 95 MWac. Most NRES projects use the Buy-All configuration, with a significant number using the Netting configuration.

Q. Does Greenskies use Connecticut contractors?

A. Yes. Greenskies is a Connecticut company that employes Connecticut staff and relies on Connecticut contractors for civil engineering and construction work. GCE engages four civil engineering firms with Connecticut offices—SLR, VHB, Langan, and Verdantas—and approximately eight to ten civil contractors, including Earth Dynamics, Avery Construction, Standard Builders, and Supreme Industries. These contractors also use Connecticut subcontractors for work such as landscaping and fencing. Greenskies has spent more than $10 million using these Connecticut businesses to support its projects.

Q. How many Connecticut employees does Greenskies have?

A. Greenskies currently employs more than 50 people in Connecticut, in positions including executive leadership, asset management, construction project management, design and estimating, procurement, financial planning and analysis, business development, legal, operations and maintenance, and project delivery.

III. Eversource Interconnection Issues

A. *Eversource Does Not Provide Construction Timeline Certainty*

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 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]

Q. How is Eversource required to support an interconnection customer's construction timelines under the Standard IA?

A. The Standard IA lays out a series of milestones that bind both the interconnection customer and Eversource. In order to meet the project's in-service date ("ISD"), all stated milestones must be completed at least 3 weeks prior, including all easement requirements for the project. Under Appendix F, Attachment 1, Eversource is supposed to have a construction kick off meeting 15 business days after the interconnection customer makes 100% payment.

[1] *See* California PUC, Electric Rule 21: Generating Facility Interconnections, *available at* https://www.cpuc.c**A.**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* FERC Explainer on the Interconnection Final Rule - Improvements to Generator Interconnection Procedures and Agreements, Docket No. RM22-14-000, Order No. 2023, *available at* https://www.ferc.gov/explainer-interconnection-final-rule.

Q. In GCE's experience, do these milestones allow for sufficient transparency and predictability into project construction?

A. No. Greenskies has four Eversource projects with executed interconnection agreements ("IAs") that are targeted for in-service in 2026 or early 2027. Eversource itself has identified the in-service dates ("ISDs") reflected in those IAs as follows:

Eversource Project	Location	ISD per IA
INT-94763	Morris	December 31, 2026
INT-60376	Woodbury	March 2027
INT-81326	Scotland	Q1 2027
INT-82635	Stonington	December 31, 2026

Despite repeated requests, and involving outside counsel, Greenskies has been unable to achieve construction timeline certainty for any of these projects.

Q. What efforts has Greenskies made to obtain construction schedules from Eversource?

A. On July 16, 2026, Greenskies' Interconnection Specialist Engineer first requested meetings with Eversource to align on the construction schedule and critical milestones for these 2026 and 2027 projects, confirm developer and utility responsibilities, identify outstanding engineering and construction items, track the path to energization, and establish communication protocols. Greenskies also asked Eversource to include the appropriate Engineering, Easements, Construction, Protection and Control, Metering, and Outage Coordination personnel so as to facilitate a productive meeting. Since that time, despite repeated follow up inquiries from multiple Greenskies personnel, Eversource's project manager has refused to participate in any such meeting and has yet to provide estimated construction timelines or construction team contact information for projects that are targeted to be in service by the end of the year.

B. Eversource Study Reports Are Consistently Late

Q. Has Greenskies experienced delays earlier in the process at the study stage?

A. Yes. GCE has experienced repeated delays in receiving study reports and study agreements. Over a dozen pending projects have delayed study reports, as follows:

- INT-115515: impact study report, due September 8, 2026, delayed;
- INT-100786: distribution impact study report delayed; the draft report omitted the estimated cost required by the study agreement; and issuance of the facility study agreement was delayed;
- INT-113967/113964: study report, due September 17, 2026, delayed;
- INT-98869: study report and facility study agreement delayed, with drastic changes in the estimated interconnection cost;
- INT-117135: impact study report, due at the end of August 2026, delayed; and
- INT-121014, 121016, 121017, 121018, 121361, 121691, and 121692: delays in issuing study agreements.

C. ITC Timeline Implications

Q. Why does timeline certainty matter so much right now?

A. Because of the federal Investment Tax Credit ("ITC") changes, the key hard deadline for project completion is December 31, 2029 for certain Greenskies projects relying on a module safe harbor. Simply put, if a project is unable to achieve commercial operation by this date, it will be totally uneconomic and will be terminated in advance of incurring more costs. This is in essence a portfolio risk management strategy.

Because of this brightline date – which the industry has referred to as a cliff – if a project is significantly delayed or it becomes otherwise uncertain that it will achieve operations by a certain date, the interconnection customer may be incentivized to terminate it much earlier and redeploy its safe-harbored equipment to projects with more certain timelines.

Q. How does project timeline uncertainty affect Greenskies' Connecticut portfolio?

A. Many of these projects are already permitted and are awaiting next steps from Eversource to begin construction. These are shovel-ready projects that can contribute to Connecticut's zero carbon power supply as soon as December of this year. Importantly, every solar and storage project lost in this way contributes to Connecticut missing its renewable energy goals.

IV. Why This Is a Rate Case Customer Service Issue

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

A. Eversource's staffing directly affects the speed at which these projects can be deployed. The pattern described above (no kickoff, no construction schedule, no status updates, and late study reports) reflects a lack of appropriate Company resources dedicated to interconnection customer service.

Q. Does Eversource's use of vendors affect customer service?

A. Yes. Greenskies' primary Eversource point of contact for these projects is a contractor from Burns & McDonnell serving as Eversource's Distributed Resources Project Manager. Reliance on such vendors incentivizes poor customer service, because contract personnel have little incentive to respond or collaborate with interconnection customers, and Eversource bears no consequence when their contractors do not respond.

Q. Can interconnection customers simply take their business elsewhere?

A. No. Interconnection customers are captive. A project located in Connecticut Eversource's service territory can only interconnect with Eversource, and there is no meaningful recourse for addressing utility delays. Standard IAs impose no penalty, and Eversource suffer no consequences for failure to meet their own deadlines. As a result, interconnection disputes increasingly take up valuable Authority time and resources in dispute resolution. More frequently, however, without rapid, binding dispute resolution, interconnection customers are choosing to terminate projects instead.

Q. Are these issues common across utilities?

A. No. In our experience, these issues arise primarily in Eversource's Connecticut service territory. Two Greenskies projects located in United Illuminating ("UI") service territory with requested 2026 ISDs are both on track. By contrast, of the four Eversource projects for which Greenskies requested 2026 ISDs, Eversource has provided no hard dates, no updates, and thus GCE no confidence that the in-service goals will be reached.

The following chart compares Greenskies' Soundview project in UI territory with its Lantern Hill and Morris projects in Eversource territory:

Milestone	Soundview (UI)	Lantern Hill (Eversource)	Morris (Eversource)
Application submitted	June 17, 2024	June 27, 2023	May 23, 2024
IA fully executed	March 16, 2026	April 9, 2026	May 7, 2026
Days from application to IA	637	1,017	714
Easement documents submitted	February 2, 2026	February 5, 2026	March 10, 2026
Utility easement approval	June 1, 2026	TBD (pending Eversource)	TBD (pending Eversource)
Construction begins	October 1, 2026 (confirmed)	TBD	TBD
Utility construction complete	October 28, 2026 (confirmed)	TBD	TBD
Initial energization	November 9, 2026 (confirmed)	TBD	TBD
PTO granted	November 20, 2026 (confirmed)	TBD	TBD

Notably, Eversource completed the system impact studies for both projects in fewer elapsed days than UI. Greenskies does not claim that every Eversource milestone is slower to achieve. But UI has demonstrably reached IA execution faster end-to-end, approved easements within four months, and has consistently provided Greenskies with a reliable forward schedule through PTO. Eversource has not approved easements submitted in February and March 2026 as of the date of this filing and has not confirmed any construction, energization, or PTO date for either 2026 project.

Q. Does Greenskies have any experience with utilities outside of Connecticut on these issues?

A. Greenskies has had a more transparent experience with Ameren in Illinois. Ameren's PowerClerk system includes "chess clock" functionality that automatically identifies the responsible party, tracks the time allowed for the next deliverable, and updates project

status. This allows developers and utilities to jointly monitor progress and prepare for the next required action. By contrast, Eversource has not implemented comparable functionality in Connecticut, and in our experience its PowerClerk records are often not updated to reflect the project's current stage or deliverable. Without defined action windows, delays cannot readily be attributed to the responsible party.

Greenskies has also found the interconnection application and study processes of California utilities San Diego Gas & Electric and Southern California Edison to be well defined: both utilities followed established timelines, communicated effectively, and provided clear expectations that supported informed business decisions. Their detailed hosting-capacity maps also provide feeder-level information that helps developers select sites and more reliably anticipate interconnection feasibility and costs.

V. Why This Is an Eversource Ratepayer Problem

Q. How do these issues affect Eversource ratepayers?

A. Ratepayers are harmed in several ways. *First*, ratepayers and municipalities are harmed through delays on specific projects. For example, Greenskies developed a project with Eversource on a capped landfill in Portland. The project reached the interconnection-agreement stage in June 2024 and has since awaited an update concerning other work required on the feeder before the solar project can proceed. Those delays have cost the Town of Portland approximately $100,000 in savings to date. The Town has an NRES agreement with Greenskies under which the project would provide lower-cost energy. Absent the interconnection delay, the project would already be operational and producing those savings. Greenskies continues to experience unexplained long-term delays with no

concrete next steps from Eversource. If Eversource cannot advance the interconnection shortly, Greenskies may be forced to abandon the project.

Second, lack of predictable interconnection costs frustrates efficient and timely NRES and SCEF procurements. By way of example, two recent Greenskies projects were awarded contracts through State programs and were ultimately terminated because of high Eversource interconnection costs. The Goshen and Maple Hill projects were proposed for the SCEF Program because the Eversource hosting capacity map at the time showed no interconnection issues, and required upgrades were anticipated to be minimal. Both projects were submitted into the SCEF RFP in 2020 and were awarded in late 2020/early 2021. Maple Lane submitted its interconnection application in April 2021, with the requisite study completed in December 2021 resulting in approximately $9 million in required interconnection upgrades. Goshen submitted its interconnection application in June 2020, with the study completed in January 2022 that identified interconnection costs of approximately $3 million. An accurate Hosting Capacity Map would have provided lower-cost energy resources and savings to ratepayers. Instead, these projects now represent wasted time by both Greenskies and regulators in Connecticut. The availability of Pre-Application system and response from Eversource could also have informed Greenskies of the potential for high costs prior to dollars spent on development and permitting work.

Third, high interconnection costs, uncertain timelines, and a history of missed Eversource timelines are all factored into Greenskies' NRES and SCEF bid prices. These higher bid

prices are ultimately borne by ratepayers, who could be benefitting from lower cost projects if their electric utility was held accountable for utility delays and cost overruns in order to reduce project uncertainty.

Q. Is the existing dispute resolution process adequate?

A. No. Dispute resolution through PURA's Office of Education, Outreach and Enforcement ("EOE") lacks meaningful tools to incent electric distribution company compliance and to make Eversource adhere to its own deadlines. EOE can only seek to mutually resolve disputes, and there is no requirement that the parties be bound by any resolution achieved. Greenskies has not used EOE dispute resolution because we understand that the process has no timeline constraints and even if the mediators ultimately find in our favor, they cannot hold the utility accountable even if the parties reach an agreed resolution. This dispute resolution has never been an attractive option because it would further delay projects and the risk is not worth the low chance of success.

VI. Necessary Changes

Q. What changes do you recommend?

A. There is an assortment of changes that would help alleviate the issues and allow for more successful development of solar projects in Connecticut with Eversource.

- Eversource should be ordered to hire additional, competent, full-time resources for its distributed generation team so that bandwidth does not continue to be a limiting factor;
- Implementation of an Authority-directed Pre-Application process and improved hosting capacity map would allow better development certainty;

- Eversource must be directed to provide full, timely transparency on calculation of estimated upgrade costs. This may result in lower costs to the developer, and would also allow the developer to better ensure that post-study and post-construction accounting is timely completed and any over payment promptly returned to the developer;
- Pre-approved developers should be allowed to engage in self-help to complete certain electrical upgrade work to reduce costs and maintain schedules;
- Rapid, binding dispute resolution rules with incentives and penalties are needed. Dispute resolution decisionmakers must have the technical and legal expertise to adjudicate these issues. These rules are especially needed as soon as possible, in order to facilitate timely and predictable interconnection through the end of the ITC cliff in 2029;
- Require Eversource to provide each interconnection customer with a construction schedule, a construction kickoff, and designated construction contacts promptly after IA execution and payment, with periodic written status updates;
- Institute incentives for meeting, and penalties for missing, study and construction deadlines; and
- Recognize that time is of the essence because of the ITC deadlines.

Q. Is there a model the Authority could look to for a better process?

A. Yes. The California Public Utilities Commission's binding expedited interconnection dispute resolution rules could serve as a model.[3] Greenskies has not used California's

[3] *See* https://www.cpuc.c**A.**gov/industries-and-topics/electrical-energy/infrastructure/rule-21-interconnection*; see also* https://docs.cpuc.c**A.**gov/PublishedDocs/Published/G000/M197/K421/197421608.pdf.

dispute-resolution process, but its Greenskies' experience with SDG&E and SCE demonstrates the benefits of clearly defined interconnection application and study procedures. Both utilities followed established timelines, communicated effectively, and set clear expectations, enabling informed business decisions. California utilities also provide detailed feeder-level hosting-capacity maps that help developers select appropriate sites and more reliably anticipate interconnection feasibility and costs.

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, Greenskies respectfully submits that:

- Eversource has failed to provide construction schedules, kickoffs, or status updates for Greenskies projects with executed IAs, and its study reports are consistently late;

- These failures jeopardize projects facing hard ITC deadlines and threaten the State's renewable energy goals;
- These failures reflect inadequate staffing and reliance on vendors, a customer service issue properly addressed in this rate case, and without remedy these issues will continue to harm ratepayers; and
- The Authority can take action to direct Connecticut's largest electric utility to facilitate state public policy and support Connecticut's homegrown renewable energy industry.

Greenskies 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.