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July 9, 2026

Jeffrey R. Gaudiosi, Esq.
Executive Secretary
Public Utilities Regulatory Authority
10 Franklin Square
New Britain, CT 06051

Re: Docket No. 26-08-05, Annual Energy Storage Solutions Program Review - Year 6 – Written Comments

Dear Mr. Gaudiosi:

The Connecticut Light and Power Company d/b/a Eversource Energy (the "Company") submits the attached written comments in response to the Public Utilities Regulatory Authority's June 16, 2026 Notice of Request For Written Comments.

Sincerely,
Jennifer E. Galiette
Jennifer E. Galiette
On Behalf of CL&P dba Eversource Energy

cc: Service List

STATE OF CONNECTICUT

PUBLIC UTILITIES REGULATORY AUTHORITY

ANNUAL ENERGY STORAGE SOLUTIONS PROGRAM REVIEW – YEAR 6	**:**	**DOCKET NO. 26-08-05**
	:	
	:	**JULY 9, 2026**

WRITTEN COMMENTS OF THE CONNECTICUT LIGHT AND POWER COMPANY D/B/A EVERSOURCE ENERGY

I. INTRODUCTION

The Connecticut Light and Power Company d/b/a Eversource Energy (the "Company" or "Eversource") submits to the Public Utilities Regulatory Authority ("PURA" or the "Authority") the following comments in response to the June 16, 2026 Notice Of Request For Written Comments (the "Notice") on the Energy Storage Solutions Program (the "Program" or the "ESS Program") established by PURA in the July 28, 2021 Final Decision in Docket No. 17-12-03RE03, PURA Investigation into Distribution System Planning of the Electric Distribution Companies – Electric Storage.

II. EVERSOURCE COMMENTS

The Company appreciates this opportunity to submit comments to PURA and respectfully requests that PURA consider the Company's comments as it reviews Year 6 of the Program in this proceeding.

A. Eversource Written Comments on Topics Identified In the Notice

Eversource provides the following written comments on the two (2) topics identified by PURA in the Notice. The numbers below in this section correspond to the number of each topic as it appears in the Notice.

1. Enrollment Incentive Clawback

As the Program Administrators[1] stated in Motion No. 16, filed on January 21, 2026, in Docket No. 25-08-05,[2] Eversource understands and recognizes the concerns expressed by PURA in its Ruling on Motion No. 15 in Docket No. 25-08-05[3] regarding customers enrolling in the ESS Program solely to obtain the enrollment incentive and then promptly unenrolling. However, for the reasons discussed below, the Company believes it is not a good use of customer funds to implement a formal clawback process for the very few (if any) unscrupulous customers who might attempt to "game the system" by enrolling in the ESS Program and then promptly unenrolling solely for the purpose of collecting an incentive.

Eversource is concerned about customer cost and experience. Specifically, the Company is concerned about the administrative cost of implementing an enrollment incentive clawback, which would be borne by customers, and the fact that certain customers may become subject to an enrollment incentive clawback based on circumstances outside their control.

With respect to administrative costs, most standard ESS Program customers receive a modest $30 per kWh enrollment incentive, making a typical enrollment incentive approximately $780 (as the average battery capacity in the program is 26 kWh). Eversource believes the administrative cost to attempt to claw back enrollment incentives of this amount would be far greater than the amount that would be recovered.

Furthermore, there are sometimes legitimate reasons that a customer might need to unenroll from the ESS Program before completing ten full years of participation. Legitimate reasons could

[1] The Program Administrators are Eversource, The United Illuminating Company, and The Connecticut Green Bank.

[2] Docket No. 25-08-05, Annual Energy Storage Solutions Program Review - Year 5, Motion No. 16 (filed Jan. 21, 2026).

[3] See Docket No. 25-08-05, Annual Energy Storage Solutions Program Review - Year 5, Ruling Denying Motion No. 15 (Jan. 13, 2026) at 2.

include selling their home; battery damage or malfunction; battery original equipment manufacturer ("OEM") bankruptcy, etc. Since these atypical situations could occur anytime, but likely several years after the customer first enrolled, the PAs would be required to claw back somewhere on the order of a few hundred dollars.

As PURA is aware, ESS Program participants have already experienced the bankruptcy of one OEM, SunPower, which resulted in unenrollment of ESS Program customers with SunPower batteries until the Program Administrators can re-establish the connection between SunPower batteries and the Distributed Energy Management Systems ("DERMS"). It would be unfair to customers if the Program Administrators were to claw back the enrollment incentive in an OEM bankruptcy situation where the customer's unenrollment is completely outside of the customer's control.

Lastly, all batteries installed on the grid, regardless of whether they participate in a program, provide increased resilience to customers and thereby help meet two of PURA's stated objectives for the ESS Program.[4] Specifically, all batteries installed on the grid help PURA meet Objectives #3 and #4 which are:

> 3. Foster the sustained, orderly development of a state-based electric energy storage industry.[5]
>
> 4. Prioritize delivering increased resilience to: (1) low- to moderate-income (LMI) customers, customers in environmental justice or economically distressed communities, customers coded for medical protection, and public housing authorities as defined in General Statutes § 8-39(b); (2) customers on the grid-edge who consistently experience more and/or longer than average outages during major storms; and (3) critical facilities as defined in General Statutes § 16-243y(a)(2).[6]

[4] Docket No. 17-12-03RE03, PURA Investigation into Distribution System Planning of the Electric Distribution Companies – Electric Storage, Final Decision (July 28, 2021) at 5-6.

[5] Id. at 5.

[6] Id. at 6.

For the reasons discussed above, Eversource believes that the minimal financial benefit to customers of an enrollment incentive clawback does not warrant the required administrative effort and cost to customers and therefore a clawback of the enrollment incentive should not be implemented.

2. Front-of-the-Meter ("FTM") Storage Tariff

Section #2 of the Notice requests "stakeholder input on the appropriate process for developing retail [time-of-use ("TOU")] rates for standalone FTM storage, as well as the key design features such rates should include."[7] The Notice indicates that the intent is to establish a retail rate structure that enables FTM storage resources to purchase energy from electric distribution companies ("EDCs") where no such mechanism currently exists.[8] Eversource respectfully requests that the issue of developing retail rates for stand-alone FTM storage be abandoned because there is no discernable need for such rates.

As Eversource understands the Notice, a stand-alone FTM storage resource would first use the state-jurisdictional TOU retail rate to purchase power to charge. Pursuant to the Notice, in a separate docket, Docket No. 25-02-14, *Renewable Energy Tariff Programs Successor Study*, the Solar Energy Industry Association ("SEIA") and New Leaf advocated for a rate that would be bi-directional, meaning that the FTM storage resource *then* would sell its output to an EDC and be paid at the TOU retail rate. Presumably, the TOU rate would be lower at the time of charging than at discharging.

[7] Notice at 3.

[8] The Company believes any FTM storage resource could buy retail power for station service under an existing retail tariff, so it disagrees that no rate mechanism exists. But, given that the words "station power" and "station service" do not appear in the Notice, the Company assumes that this proposed TOU retail rate is not intended for station service purposes.

There is a fundamental legal problem with such proposition. Both the purchase from, and sale to, the EDC are facially Federal Energy Regulatory Commission ("FERC")-jurisdictional wholesale transactions. FERC has exclusive jurisdiction over the sale of electricity at wholesale in interstate commerce.[9] A stand-alone FTM storage resource by definition has no load (other than station power load) so a sale of energy to be stored would be a FERC-regulated wholesale sale. FERC has indicated that if retail station power load and wholesale load are comingled the entire sale might be state-jurisdictional. But, even presuming that PURA lawfully can set a rate for EDCs to sell power to stand-alone FTM storage resources, it cannot set a rate for a sale from an FTM storage resource to an EDC, absent the EDC *itself* consuming the power.[10] The Company surmises that what stakeholders are seeking is not bi-directional TOU retail rates, but state-jurisdictional TOU wholesale rates for *purchases* from stand-alone FTM storage by EDCs. But, stand-alone FTM storage is not eligible to sell power to the EDCs under the Public Utility Regulatory Policies Act, the *only* means of compelling EDCs to purchase wholesale energy at a state-set price.[11]

Moreover, a bundled TOU retail purchase rate for FTM resources, even if legally permissible, would seemingly never be lower than the applicable wholesale rates at which FTM storage resources could purchase the needed (unbundled) services instead. Like any state-jurisdictional retail rate, Eversource assumes that the TOU rate would include *all* elements of a

[9] 16 U.S.C. § 824. This includes wholesale sales made by resources connected to a distribution system. E.g., Cal. Pub. Utils. Comm'n, 132 FERC ¶ 61,047 (2010).

[10] The Company does not believe that the retail sales would be made only to the EDC's own retail load, such as the EDC-owned office buildings. Moreover, if PURA intended for FTM storage to sell retail power, it should have addressed whether, under the current state code, selling power at retail would make the FTM storage resources subject to PURA jurisdiction. Retail sales also could have federal Public Utility Holding Company Act of 2005 implications

[11] E.g., Allco v. Klee, 861 F.3d 82 (2d Cir. 2017). The Company provided substantial information on FERC's jurisdiction in the context of designing a state FTM program in Docket No. 25-01-15, Front-of-the-Meter Storage Program.

retail rate, i.e., energy, capacity, transmission, distribution (unless interconnected at transmission) voltage, ancillary services, and non-bypassable charges.[12] The wholesale energy rate already reflects time-of-use. Additionally, wholesale charging customers only have to pay the ISO-NE for transmission service in certain, limited circumstances. The ISO-NE rates do not include, for example, charges for public benefit programs. In short, the Company does not understand how it could be economically beneficial for a FTM storage resource, that has no on-site load to serve, to buy power at retail, rather than wholesale. The economics do not make sense *unless* PURA intends to craft a bundled TOU retail rate that is so low, that it is *lower* than what an FTM storage resource would pay combining the wholesale charges it would pay under the ISO-NE Tariff and the Wholesale Distribution Tariff. Eversource believes that for PURA to craft a retail rate lower than the wholesale rate, it would have to heavily discount many, if not all, charge types. However, such a retail rate would shift costs to other retail customers, and the Notice states that the rate should be revenue neutral.

Given both PURA's lack of legal authority to set an "FTM storage to EDC" sales rate; and the economics of retail versus wholesale ratemaking (particularly coupled with the revenue neutral requirement in the Notice), the Company cannot comment on the rate structure, metering requirements, and participant eligibility for bi-directional retail TOU rates for stand-alone FTM storage. Unless a stakeholder can address the legal and economic infirmities above, there is no need for any stakeholder process. Likewise, as the Company cannot envision any feasible economic and legal model that supports the need for such a rate structure, it cannot begin to

[12] In theory, an FTM storage resource wanting to buy TOU retail power could use a competitive retail electric supplier ("RES"), that offered TOU rates, but there is no indication in the Notice of a requirement for RES to offer TOU rates for the competitive portion of a retail rate.

develop concepts for a new rate design to support standalone FTM storage, and cannot opine on other stakeholders' proposals in an informed manner that would assist PURA.

III. CONCLUSION

The Company respectfully requests that PURA consider its written comments as it conducts its review of the ESS Program in this docket.

Respectfully submitted,

THE CONNECTICUT LIGHT AND POWER COMPANY DBA EVERSOURCE ENERGY

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CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon each person designated on the official service list in this proceeding.

Dated at Berlin, Connecticut this 9th day of July 2026.

Jennifer E. Galiette
Jennifer E. Galiette