107 Selden Street, Berlin, CT 06037
P.O. Box 270, Hartford, CT 06141-0270

**Vincent P. Pace**
Associate General Counsel

(860) 665-5426
vincent.pace@eversource.com

November 18, 2026

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

Re: Docket No. 26-05-10, Application of The Connecticut Light and Power Company d/b/a Eversource Energy to Amend its Rate Schedules (Response to Ruling on Motion No. 38)

Docket No. 25-12-13, Application of the Connecticut Light and Power Company d/b/a Eversource Energy for Order to Securitize 2018-2023 Catastrophic Storm Costs (Response to Ruling on Motion No. 45)

Dear Secretary Gaudiosi:

On August 31, 2026, the Connecticut Light and Power Company d/b/a Eversource Energy (the "Company" or "Eversource") filed a Motion ("Motion No. 38")[1] with the Public Utilities Regulatory Authority ("PURA") seeking approval of compliance with Order No. 3 of the July 29, 2026 decision in Docket No. 25-12-13, Application of the Connecticut Light and Power Company d/b/a Eversource Energy for Order to Securitize 2018-2023 Catastrophic Storm Costs ("Storm Decision"). Alternatively, the Company requested that the subject matter of Order No. 3 be adjudicated in its pending rate case in Docket No. 26-05-10, Application of The Connecticut Light and Power Company d/b/a Eversource Energy to Amend its Rate Schedules. Through Motion No. 38, the Company sought approval of its existing compensation policy for salaried employees who work storm overtime (the "Existing Policy") or, in the alternative, asked PURA to take evidence on the issue in Docket No. 26-05-10.

On October 27, 2026, PURA issued a ruling on Motion No. 38, denying the Company's request to approve the Existing Policy as part of the compliance with Motion No. 38. However, PURA granted the Company's alternative request, with modification. PURA directed the Company to submit, by November 18, 2026, a revised policy consistent with Order No. 3, along with supporting evidence demonstrating consistency with both the findings in the Storm Decision and the Company's policies in New Hampshire and Massachusetts.

In the Storm Decision and its ruling on Motion No. 38, PURA directed the Company to align its Existing Policy with the standards used by its Massachusetts and New Hampshire affiliates that apply ERP Awards for events classified as ERP Level 3 or higher. However, the Company has demonstrated that a Level 3 Event in Connecticut is materially larger event than a

[1] The Company simultaneously filed the Motion to Approve in Docket Nos. 25-12-13, and it was designated Motion No. 45 in that proceeding.

Level 3 Event in Massachusetts or New Hampshire, as the Event Level Matrix in each state is different. As shown in the table below, which was previously presented in Motion No. 38, estimated customer impacts and restoration periods for Level 3 Events vary significantly among the three jurisdictions. Consequently, the same ERP Event Level is not comparable across each jurisdiction. However, is possible to align the state policies, if the focus is placed on the *magnitude* of the event and the implications for the system, rather than just the event level. This is shown in the table below, as follows:

| Event Level | State | Estimated Impact to Customers & Restoration Period |
|---|---|---|
| 3 | MA | Anticipates impact to 70,000- 140,000 customers<br>Anticipates 48 to 72-hour restoration |
| 3 | NH | Anticipates impact to 25,000 - 50,000 customers<br>Anticipates 24 to 48-hour restoration |
| 3 | CT | Anticipates impact to 390,000 - 650,000 customers<br>Anticipates 120 to 240-hour restoration |

Given these material differences, moving Connecticut to a Level 3 for applicability of the pay policy would fundamentally discriminate against the Company's Connecticut employees. A Level 3 in the Connecticut ERP is roughly three to six times bigger than a Level 3 in Massachusetts and three to eight times bigger than a Level 3 in New Hampshire. Therefore, maintaining the applicability of the Company's Existing Policy would achieve as close alignment with Massachusetts and New Hampshire as is possible. By comparison, amending the Existing Policy to provide ERP compensation beginning at Level 3 would incorporate substantial disparities among the three jurisdictions by treating wholly different events as equivalent for ERP compensation purposes. This change would lead to inequitable treatment of Eversource Energy employees, who frequently cross state lines to assist with storm restoration under demanding conditions. In many events, employees performing restoration work would receive ERP compensation in Massachusetts and New Hampshire, while employees in Connecticut receive nothing for their comparable work on behalf of Connecticut customers.

PURA's directive implies that alignment requires application of the same ERP Event Level as the threshold in all three jurisdictions, even if a large disparity in the magnitude of the storm event exists. However, the Company respectfully submits that this would result in only superficial alignment and greater substantive misalignment. Accordingly, to achieve true alignment, the Company and PURA should consider the customer impacts and restoration periods associated with each ERP Event Level, rather than relying solely on the numerical designations. Viewed from this

vantage point, the Company's Existing Policy achieves the most meaningful alignment possible with the Massachusetts and New Hampshire policies.

That said, the Company recognizes that PURA may be amenable to allowing application of the Connecticut ERP compensation policy in a Level 4 event (to be comparable with a Level 3 event in Massachusetts and New Hampshire), so long as the Company took cost responsibility for the second directive in Order No. 3, regarding the exclusion of a minimum of nine overtime hours before ERP compensation is paid.

In that regard, the Company has carefully evaluated options and alternative approaches to achieve compliance with Order No. 3. However, the Company has long struggled to land on an ERP compensation policy for salaried employees that is fair to both employees and customers. The Existing Policy is the best answer that the Company has been able to find. The Existing Policy fairly compensates employees for storm-related work, which often involves long hours, time away from families, and challenging and stressful conditions – and it is difficult for the Company to now change this policy, as it has been working well to motivate and compensate employees. Additionally, as previously noted, many Eversource Energy employees support storm restoration efforts across all three states, and the Company seeks to maintain a consistent and equitable approach to compensating employees regardless of the jurisdiction in which they perform that work.

Therefore, to comply with PURA's directive, and as a potential compromise for PURA's consideration, the Company proposes to exclude the first nine hours of overtime for salaried employees from future requests for recovery of incremental costs through the storm deferral or storm mechanism, as may be in place from time to time. With this commitment, the Company is hoping that PURA would allow the Company to apply the ERP policy starting with Level 4 ERP events, rather than Level 3, so as to keep the policy aligned across the tri-state jurisdiction for all Eversource employees.[2] Attachment 1 provides a copy of the policy with the relevant provisions highlighted in red.

Respectfully submitted,

*Vincent P. Pace*

Vincent P. Pace
Associate General Counsel
On behalf of The Connecticut Light and Power Company d/b/a Eversource Energy

cc: Service list

[2] With respect to the 14 storm events under review in this proceeding, the Company continues to seek a full hearing on the merits of its Existing Policy, and the Company will endeavor to provide as much information as possible to support its request.