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September 9, 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

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

Dear Secretary Gaudiosi:

The Connecticut Light and Power Company d/b/a Eversource Energy ("CL&P" or the "Company") submits this Response to objections raised regarding the Company's Motion to Approve Compliance with Order No. 3, or in the Alternative, to Adjudicate Subject Matter in the Pending Rate Case in Docket No. 26-05-10. The Public Utilities Regulatory Authority ("PURA") docketed CL&P's Motion as Motion No. 38, which CL&P filed on August 31, 2026. On September 2, 2026, the Office of Consumer Counsel ("OCC") submitted an objection ("OCC Objection") to Motion No. 38. Subsequently, on September 4, 2026, PURA's Office of Education, Outreach, and Enforcement ("EOE") also filed an objection to Motion No. 38 ("EOE Objection").

Both EOE and OCC contend that Motion No. 38 fails to comply with Order No. 3 in Docket No. 25-12-13. OCC argues that PURA has already considered and rejected CL&P's explanation regarding differences between Connecticut and its Massachusetts and New Hampshire affiliates. Further, OCC asserts that the Company should not be permitted to relitigate this issue in the ongoing rate proceeding in Docket No. 26-05-10 (OCC Objection at 1-2). Both EOE and OCC assert that Order No. 3 requires ERP "awards" only for Level 3 or more severe events and mandates the exclusion of the first nine hours of overtime before any award applies (id.; EOE Objection at 2). They both urge PURA to deny Motion No. 38 (OCC Objection at 2; EOE Objection at 2). Additionally, OCC urges PURA to either (a) require the Company to submit a policy that complies with Order No. 3; or (b) unilaterally revise the proposal to comply with Order No. 3 (OCC Objection at 2). Alternatively, OCC states it is prepared to continue litigating the matter if PURA chooses to address it in the pending rate proceeding (id.).

The Company acknowledges that Order No. 3 is binding and is not asking PURA to vacate that Order. However, the Company respectfully disagrees with OCC and EOE's assertions that its filing is noncompliant with Order No. 3 and OCC's characterization of the filing as a collateral

attack on the Final Decision. Both OCC and EOE's characterizations omit key facts underlying the Company's filing.

First, OCC omits any mention of the fact that the Company has identified that implementing the revisions contemplated by Order No. 3 could increase costs under the Compensation Policy ("Policy") in some circumstances (Motion No. 38, at 2-5). That determination is directly relevant to the process established by Order No. 3. Order No. 3 directed CL&P to submit a revised Policy "for review and approval," not for automatic implementation. Decision, Docket No. 25-12-13, July 29, 2026, Application of the Connecticut Light and Power Company d/b/a Eversource Energy for Order to Securitize 2018-2023 Catastrophic Storm Costs, at 144 (emphasis added). Because the proposed revisions would adversely impact customers and employees, those consequences are properly considered as part of PURA's review and approval of the revised Policy. OCC, however, seeks to bypass that process by requiring immediate implementation without any evidence of consequences. Nothing in Order No. 3 directs the Company to mechanically implement a revised Policy without regard to the consequences. The Company acted responsibly and transparently by analyzing the consequences of the revised Policy and providing PURA with the necessary information to make an informed decision as part of the review-and-approval process.

Second, OCC and EOE do not accurately reflect the directive in Order No. 3 to harmonize the Policy with those of CL&P's New Hampshire and Massachusetts affiliates. OCC and EOE interpret the phrase "consistent to the greatest extent possible" in Order No. 3 as requiring absolute and total uniformity with respect to the designated event level, which is not a reasonable interpretation of PURA's Order given the disparity between the jurisdictions on the event levels. The qualifier "to the greatest extent possible" recognizes that certain circumstances may justify adjustment to PURA's findings in Order No. 3, to reach a modicum of correlation with Massachusetts and New Hampshire. Motion No. 38 identifies material jurisdictional differences that argue for maintaining the current applicability of the CL&P Policy and PURA's Order No. 3 indicates that such considerations would factor into its review. Maintaining the CL&P Policy as the Company proposes would still leave Connecticut employees unpaid in storm events in which employees in Massachusetts and New Hampshire are paid.

Third, OCC argues that PURA should not "readjudicate" this matter in the Company's rate case (Docket No. 25-12-13), but that argument rests on the mistaken premise that this matter will not be raised in the Company's rate case as a matter of course, which it inevitably will be. As noted above, Order No. 3 expressly contemplates PURA's ***review and approval*** of the Policy. However, the Company has submitted storm costs in the rate proceeding – including costs associated with CL&P's ERP Policy – for storms that occurred in 2024 and 2025. PURA's Order No. 3 does not retroactively change the Policy that was in effect for those storms. Accordingly, the issue will be adjudicated in the rate case in any event. Addressing the issue within the rate case enables all parties to thoroughly evaluate all the relevant facts and potential consequences.

Fourth, OCC recommends that PURA unilaterally revise CL&P's Policy. However, this approach disregards the underlying facts. Moreover, if PURA were to take such action, it would effectively pre-determine the issue in the rate case, as it relates to the 2024 and 2025 storms—

matters the Company has a right to present for PURA's consideration, especially since decisions on the CL&P Policy cannot be applied retroactively. Determining a policy decision like the one at issue requires a thorough review of the potential consequences for both employees and customers. Accordingly, PURA should develop an evidentiary record and then decide whether changes are warranted—a process the rate proceeding is designed to facilitate. OCC's proposed remedy, by contrast, would undermine the regulatory process, imposing a compensation policy without a complete record of the facts underlying that decision.

Fifth, the Company is legally entitled to introduce proposals for PURA's consideration even if the agency ultimately decides not to adopt them. Under Conn. Gen. Stat. § 16-22, the utility bears the burden of proving that its proposed rates are just and reasonable. Therefore, while PURA's review and approval may affect the ultimate design or disposition of the Company's Policy, it does not categorically prohibit the submission of a proposal, or supporting evidence, for PURA's consideration.

Lastly, OCC asserts, without citation, that PURA "appeared to accept OCC's and EOE's arguments that an overly generous ERP Award program and paying salaried employees excessive overtime does not benefit ratepayers." (OCC Objection at 2). OCC's assertion presumes a level of insight into PURA's thinking that is not supported by the Final Decision in Docket No. 25-12-13, and attributes to the agency a conclusion it never made. The proper measure of what PURA concludes is what it states in its decisions, not OCC's unsupported speculations about what PURA may have had in mind.

Motion No. 38 does not seek to vacate Order No. 3. Rather, it addresses the Order's directive to submit a policy "for review and approval"; and it contains a proposal to address PURA's directive to have the approach used in Connecticut be "consistent to the greatest extent possible" with the approaches used in Massachusetts and New Hampshire. The qualifier "to the greatest extent possible" recognizes that PURA may determine that underlying factual circumstances could warrant an adjustment to Order No. 3. The operational and jurisdictional considerations raised in Motion No. 38 are directly relevant to that review. Accordingly, the Company respectfully requests that PURA, after its review, approve the Policy for the reasons stated in the motion or, alternatively, consider additional evidence on the Policy and related issues in Docket No. 26-05-10.

Respectfully submitted,

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On behalf of The Connecticut Light and Power Company d/b/a Eversource Energy

cc: Service list