STATE OF CONNECTICUT

PUBLIC UTILITIES REGULATORY AUTHORITY

Application of The Connecticut Light and Power Company d/b/a Eversource Energy to Amend its Rate Schedules	)	**Docket No. 26-05-10**

Direct Testimony and Exhibits of

James R. Dauphinais

On behalf of

Connecticut Industrial Energy Consumers

October 21, 2026

BRUBAKER & ASSOCIATES, INC.

Project 12126

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Direct Testimony of James R. Dauphinais

I. INTRODUCTION AND SUMMARY

Q PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A James R. Dauphinais. My business address is 16690 Swingley Ridge Road, Suite 140, Chesterfield, MO 63017.

Q WHAT IS YOUR OCCUPATION?

A I am a consultant in the field of public utility regulation and a Managing Principal with the firm of Brubaker & Associates, Inc. ("BAI"), energy, economic and regulatory consultants.

Q PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND EXPERIENCE.

A This information is included in Appendix A to my testimony.

Q ON WHOSE BEHALF ARE YOU APPEARING IN THIS PROCEEDING?

A I am appearing on behalf of the Connecticut Industrial Energy Consumers ("CIEC"). CIEC's members are commercial and industrial organizations, including but not limited

to traditional manufacturers, that purchase a substantial amount of electric delivery service from The Connecticut Light and Power Company d/b/a Eversource Energy ("CL&P," "Eversource," or "Company") principally under CL&P Rate 39 (Large Interruptible Service) and CL&P Rate 57 (Large Time-of-Day Electric Service Manufacturers).

Q WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY IN THIS CASE?

A The purpose of my direct testimony is to address the following issues: (i) CL&P's proposed Economic Development Rider ("EDR"), (ii) the need for a special contract load retention policy for CL&P similar to the one that has been put in place by The United Illuminating Company ("UI") with the approval of the Public Utilities Regulatory Authority ("PURA"), and (iii) CL&P's proposed allocation to customer classes of its Advanced Metering Infrastructure ("AMI") costs.

My silence in my testimony herein with regard to any issue should not be construed as an endorsement of the CL&P's position on that issue.

Q PLEASE BRIEFLY SUMMARIZE YOUR CONCLUSIONS AND RECOMMENDATIONS IN THIS PROCEEDING.

A My conclusions and recommendations are as follows:

1. CL&P's proposal to offer an EDR is reasonable in concept, but the EDR should be modified so that eligible customers can determine in advance whether they qualify and what discount they will receive. PURA should: (i) make the EDR available to the incremental load of existing Rate 39 customers; (ii) replace the provisions that leave eligibility to CL&P's discretion with clear, objective criteria, including an objective hurdle rate analysis; (iii) remove the partial requirements refund provision and the 10% removal provision, or modify them as I describe; (iv) establish in this proceeding a discount that is fixed over the five-year term at levels no lower than the 15% and 20% discounts PURA approved for The United Illuminating Company; and (v) provide participants one opportunity to extend the discount for an additional five-year term, subject to an updated hurdle rate analysis.

2. CL&P has no load retention tariff or policy, and its proposed EDR would not be available for load retention purposes. Since CL&P's last rate case, the combined number of Rate 39 and Rate 57 customers has declined from 119 to 75 and the combined annual sales to Rate 39 and Rate 57 customers has declined by approximately 18%. PURA should direct CL&P to adopt a load retention special contract policy substantially similar to the policy PURA approved for UI in Docket No. 24-10-04, and to file that policy for approval within 90 days of PURA's final decision in this proceeding after discussing it with the Connecticut Department of Economic and Community Development ("DECD").

3. CL&P's proposal to allocate AMI capital costs to customer classes on the basis of class distribution revenue is not cost-based and would allocate Rate 57 and Rate 39 approximately 4.2 and 6.3 times, respectively, the share of those costs they would be allocated using the weighted meter cost allocator in CL&P's own allocated cost of service study. To the extent PURA allows CL&P to recover AMI costs, AMI meter investments should be allocated using that weighted meter cost allocator, and the same cost-based approach should apply to deferred AMI-related Operations & Maintenance ("O&M") expense and stranded automated meter reading meter costs.

II. CL&P'S PROPOSED ECONOMIC DEVELOPMENT RIDER

A. Overview of CL&P's Proposal

Q PLEASE SUMMARIZE CL&P'S PROPOSED EDR.

A CL&P proposes a new EDR that would provide a discount on the distribution demand and energy charges applicable to the incremental load of qualifying new and existing large commercial and industrial ("C&I") customers. The discounted rates would be established on a customer-specific basis through a Service Agreement entered into under the EDR.[1] The EDR would only be available to incremental load that would normally be served under Rate 57 (manufacturing customers) or Rate 58 (non-manufacturing customers).[2] The discount would decline over a five-year term and would be subject to a marginal cost floor and an overall cap tied to the incremental distribution revenues associated with the incremental load.[3]

[1] CL&P Witnesses Davis and Parsons Direct (Exhibit CLP-RATES-1) at 23-24 and 28.
[2] Exhibit CLP-RATES-3 at 436 and Davis and Parsons Direct at 24-25.
[3] Davis and Parsons Direct at 28-29.

Q IS THE EDR TARIFF PROPOSED BY CL&P IN FINAL FORM?

A No. CL&P describes its proposed EDR as "preliminary and subject to further amendment as the specific functional aspects of the rider are developed (e.g., qualification or form and applicability of pricing discounts)."[4] Each page of the proposed EDR tariff is marked "[PRELIMINARY – SUBJECT TO CHANGE]" and the discount percentages for years one through five are shown only as "X."[5] CL&P has also asked PURA to "help facilitat[e] further development of qualifying criteria for its proposed EDR."[6] My recommendations below are intended to assist PURA in that effort.

Q HAS PURA APPROVED AN EDR FOR ANOTHER CONNECTICUT ELECTRIC DISTRIBUTION COMPANY?

A Yes. In Docket No. 22-08-08, PURA approved an EDR for UI.[7] The key terms of the UI EDR approved by PURA include:

- A fixed discount of 15% on UI's base distribution rate over a five-year term, increased to 20% for incremental load located in Distressed Municipalities and Environmental Justice Communities;
- A cap on the discount equal to 50% of the difference between the standard rate revenues over the term from the incremental load and the incremental cost to serve that load, enforced through a simple hurdle rate analysis performed by UI for each application;
- Availability to all C&I customers, without any cap on participation, other than certain C&I customers directly participating in local commerce; and
- A requirement that participating customers participate in at least one clean energy, grid modernization or energy efficiency program.[8]

[4] Davis and Parsons Direct at 24.
[5] Exhibit CLP-RATES-3 at 436-439.
[6] Davis and Parsons Direct at 26.
[7] Docket No. 22-08-08, August 25, 2023 Decision at 249-255.
[8] Id. at 249-252 and 255.

Q WHAT WAS PURA'S PRIMARY OBJECTIVE IN APPROVING THE UI EDR?

A PURA explained its primary objective as follows:

> … the primary reason the Authority is approving an EDR is to attract incremental (i.e., new or expanded) load, while still receiving revenues from Subscribers in excess of the incremental cost to serve, which will drive down rates for all other customers, including existing commercial and industrial customers.[9]

CL&P describes the objective of its proposed EDR similarly, stating that its EDR "is intended first and foremost to benefit ratepayers through improved system economics and affordability, while also supporting broader economic development objectives."[10]

Q DO YOU SUPPORT CL&P OFFERING AN EDR?

A Yes. As PURA has recognized, commercial and industrial electric rates in Connecticut are high relative to the national average,[11] and that fact remains true today. A well-designed EDR can help attract new and expanded load to CL&P's service territory and, to the extent the revenue from that load exceeds the incremental cost to serve it, place downward pressure on the rates of CL&P's other customers. However, an EDR can only influence a customer's siting or expansion decision if the customer can determine, at the time it is making that decision, whether it will qualify and what discount it will receive. Several provisions of CL&P's proposed EDR do not provide that certainty, and several others differ from the EDR PURA approved for UI without CL&P explaining why the difference is warranted. I address these provisions below.

[9] Docket No. 22-08-08, August 25, 2023 Decision at 250.
[10] Davis and Parsons Direct at 31.
[11] Docket No. 22-08-08, August 25, 2023 Decision at 250.

B. Eligibility

Q WHICH CUSTOMERS WOULD BE ELIGIBLE FOR CL&P'S PROPOSED EDR?

A Eligibility would be limited to incremental load that would normally be served under Rate 57 or Rate 58. CL&P states that the EDR "is not available to any other service class or for load retention purposes."[12] As a result, incremental load served under Rate 39 (Large Interruptible Service) would not be eligible for the EDR.

Q HAS CL&P EXPLAINED WHY RATE 39 LOAD SHOULD BE EXCLUDED FROM THE EDR?

A No. CL&P's direct testimony does not provide a reason for the exclusion. Rate 39 is available to primary voltage customers that, by contract, agree to interrupt at least 2,000 kW of load above their Firm Contract Demand when requested by CL&P, and has been closed to new applications since February 5, 1999.[13] Rate 39 customers are therefore existing large industrial customers. An expansion of load by a Rate 39 customer would provide the same type of incremental distribution revenue, and the same potential benefit to CL&P's other customers, as an expansion by a Rate 57 or Rate 58 customer. I also note that PURA made the UI EDR available to all C&I customers other than certain customers directly participating in local commerce.[14]

Q DO RATE 39 CUSTOMERS ALREADY RECEIVE A DISTRIBUTION SERVICE DISCOUNT?

A No. Rate 39 customers are subject to a lower Production/Transmission Demand Charge consistent with the lower capacity cost to serve them. They do not receive a

[12] Davis and Parsons Direct at 25.
[13] Exhibit CLP-RATES-3 at 286.
[14] Docket No. 22-08-08, August 25, 2023 Decision at 252.

discount on their distribution service charges. Specifically, Rate 39 customers pay an undiscounted distribution demand charge that is actually higher than the distribution demand charge for Rate 57 customers.[15]

Q IS THE MINIMUM AMOUNT OF INCREMENTAL LOAD NEEDED TO QUALIFY FOR THE EDR CLEAR?

A No. CL&P's testimony describes eligibility as limited to Rate 57 and Rate 58 customers "with demand generally exceeding one megawatt" and states that a minimum incremental load threshold would be "established in the contract."[16] The proposed EDR tariff, on the other hand, specifies a minimum Incremental Load of 500 kW only for non-tax-exempt facilities, and does not specify any minimum for tax-exempt manufacturing plants or customers located in an Enterprise Zone.[17] Rather than leaving determination of the minimum incremental load subject to the Company's discretion on a case-by-case basis, a customer should be able to determine from the tariff whether its project is large enough to qualify.

Q WHAT DO YOU RECOMMEND WITH RESPECT TO ELIGIBILITY?

A I recommend that PURA require CL&P to: (i) make the EDR available to the incremental load of existing Rate 39 customers on the same terms as Rate 57 and Rate 58 customers, whether that load is billed under Rate 39 or under an otherwise applicable firm service rate; and (ii) specify in the EDR tariff a single minimum incremental load threshold applicable to all participants rather than establishing that threshold on a contract-by-contract basis.

[15] Exhibit CLP-RATES-3 at 87 and 109.
[16] Davis and Parsons Direct at 24-25 and 27.
[17] Exhibit CLP-RATES-3 at 436.

C. Discretionary Qualification Criteria and Conditions

Q PLEASE DESCRIBE THE QUALIFICATION REQUIREMENTS OF CL&P'S PROPOSED EDR.

A Under Qualification 1, a customer must be: (A) an existing or proposed new tax-exempt manufacturing plant; (B) an existing or proposed new customer located in an Enterprise Zone; or (C) a non-tax-exempt facility that has an Incremental Load of 500 kW or more and "provides added value to the Company's service territory, as determined by the Company." In addition, the customer must either: (2) obtain economic development funds or loan guarantees from specified state agencies; or (3) "[d]emonstrate to the satisfaction of the Company that concessions provided by this Rider, either alone or in conjunction with concessions from others provide a significant incentive to cause the Customer to add the Incremental Load in the Company's service area."[18]

Q WHAT ARE YOUR CONCERNS WITH THESE REQUIREMENTS?

A Qualification 1(C) and Qualification 3 leave a customer's eligibility to CL&P's discretion without any stated criteria. The proposed tariff does not define "added value" or explain how CL&P will determine whether a project provides it. Nor does it identify the information a customer would need to provide to demonstrate a "significant incentive" to CL&P's satisfaction. A customer evaluating whether to expand or locate in CL&P's service territory would therefore have no reasonable way to know in advance whether it would qualify for the EDR. This uncertainty undermines the ability of the EDR to influence siting and expansion decisions. It also creates the potential for similarly situated customers to be treated differently.

[18] Exhibit CLP-RATES-3 at 436.

Q DO OTHER PROVISIONS OF CL&P'S PROPOSED EDR DEPEND ON CL&P'S DISCRETION?

A Yes. Conditions 2, 3 and 4 of the proposed EDR tariff also depend on CL&P's discretion:

- Condition 2 requires the customer to begin and/or continue implementation of cost-effective energy efficiency and load management measures and programs "as determined appropriate by the Company."
- Condition 3 requires the customer to seek participation in available local, state and federal economic development programs "as determined appropriate by the Company."
- Condition 4 provides that, if the customer has not obtained economic development funds or loan guarantees from the specified state agencies, "the Company must be able to demonstrate, to its satisfaction," that serving the customer's Incremental Load at the discount will increase the revenue requirements recovered from CL&P's remaining customers by less than if the Incremental Load were not served by CL&P.[19]

I do not object to requiring EDR participants to invest in energy efficiency or load management, or to encouraging them to seek other economic development assistance. I also agree that the discount should not result in other customers subsidizing the incremental load. My concern is that, as written, neither customers nor PURA can determine what these conditions actually require, and it is unclear what information a customer would need to provide for CL&P to make the Condition 4 demonstration to its own satisfaction.

Q WHAT DO YOU RECOMMEND WITH RESPECT TO THESE PROVISIONS?

A Eligibility for the EDR should be determined by clear, objective criteria stated in the tariff rather than by CL&P's discretion. Specifically, I recommend that PURA require CL&P to:

[19] Exhibit CLP-RATES-3 at 437.

- Remove the requirement in Qualification 1(C) that a facility provide "added value to the Company's service territory, as determined by the Company," so that any C&I facility meeting the minimum incremental load threshold may qualify, subject to the same exception for customers directly participating in local commerce that PURA approved for UI;

- Replace the "satisfaction of the Company" standard in Qualification 3 with a requirement that the customer provide a narrative description of why its load is increasing or, for a new customer, the role of the EDR in its decision to locate in CL&P's service territory, similar to the application requirement PURA approved for UI;[20]

- Replace Condition 2 with a requirement that the customer participate in at least one clean energy, grid modernization or energy efficiency program, as PURA required for UI;[21]

- Remove Condition 3 as a condition of eligibility. CL&P may encourage EDR participants to seek other economic development assistance, but eligibility should not depend on whether the customer seeks such assistance, since some projects may have limited or no access to it. The UI EDR approved by PURA contains no such requirement;

- Replace Condition 4 with an objective hurdle rate analysis, applied in the same manner to every application, under which CL&P compares the net present value of the revenue from the incremental load over the term, inclusive of the discount, to the incremental cost to serve that load, similar to the analysis PURA required of UI.[22] CL&P should describe the methodology for this analysis in a compliance filing so that customers and PURA understand how it will be performed. This is consistent with CL&P's own proposal to anchor the discount to a marginal cost floor and cap it based on the incremental distribution revenue from the incremental load;[23] and

- Provide a written explanation to any customer whose EDR application is denied, and report annually to PURA the number of EDR inquiries, applications, approvals and denials, similar to the information PURA required UI to include in its annual EDR report.[24]

[20] Docket No. 22-08-08, August 25, 2023 Decision at 252.
[21] *Id*.
[22] Docket No. 22-08-08, August 25, 2023 Decision at 250-251.
[23] Davis and Parsons Direct at 28-29.
[24] Docket No. 22-08-08, August 25, 2023 Decision at 253.

D. Partial Requirements Refund Provision

Q PLEASE DESCRIBE CONDITION 1 OF CL&P'S PROPOSED EDR TARIFF.

A Condition 1 provides that, if a full-service customer qualifies for the EDR and subsequently becomes a partial requirements customer during the term of its Service Agreement, or for three years thereafter, the customer must refund a percentage of the discounts and concessions previously provided equal to the percentage of energy (kWh) "displaced by sources other than the Company." Any prospective discounts would be reduced by the same percentage.[25]

Q WHAT ARE YOUR CONCERNS WITH THIS PROVISION?

A First, the provision is ambiguous. The proposed EDR tariff does not define "full-service customer" or "partial requirements customer," and the phrase "sources other than the Company" could be read to include energy purchased from a competitive retail supplier, as well as energy from behind-the-meter ("BTM") generation. The EDR discount applies only to CL&P's distribution charges.[26] A customer's choice of energy supplier has no effect on the distribution service CL&P provides to the incremental load and should have no bearing on the customer's eligibility for, or continued participation in, the EDR.

Second, to the extent the provision could be intended to address BTM generation, it is inconsistent with PURA's determination for the UI EDR that "BTM generation itself shall not impact EDR Rider eligibility."[27]

Third, the provision is unnecessary. The discount applies only to the customer's Incremental Load, which is the portion of the customer's load that exceeds its base

[25] Exhibit CLP-RATES-3 at 437.
[26] Davis and Parsons Direct at 30.
[27] Docket No. 22-08-08, August 25, 2023 Decision at 252.

level of usage.[28] To the extent on-site generation reduces the load CL&P delivers to the customer, the Incremental Load eligible for the discount, and therefore the discount itself, is already reduced.

Q WHAT DO YOU RECOMMEND?

A I recommend that PURA require Condition 1 be removed from the EDR tariff. At a minimum, the tariff should be clarified to state that a customer's choice of energy supplier does not affect its eligibility for the EDR or trigger any refund of discounts.

E. Removal Provision

Q PLEASE DESCRIBE CONDITION 7 OF CL&P'S PROPOSED EDR TARIFF.

A Condition 7 provides that CL&P will remove an Existing Customer from the EDR prospectively if, in each of three consecutive months, its kWh usage is less than 10% greater than its kWh usage in the corresponding months of its Base Period.[29]

Q WHAT ARE YOUR CONCERNS WITH THIS PROVISION?

A Condition 7 effectively requires an existing customer's total usage to remain at least 10% above its Base Period usage. This creates two problems. First, an expansion that is significant in absolute terms may represent less than 10% of a large customer's existing usage. For example, a customer with 20 MW of existing load that adds 1.5 MW of new load operating at a similar load factor would increase its usage by only about 7.5%. Even though this expansion would exceed the 500 kW minimum in the proposed tariff and generate incremental distribution revenue, the customer would be removed

[28] Exhibit CLP-RATES-3 at 437.
[29] Exhibit CLP-RATES-3 at 438.

from the EDR after three months. Second, Condition 7 does not account for normal variations in industrial operations, such as maintenance outages, production schedules, and seasonal or market-driven changes in output, that can temporarily reduce usage over a three-month period.

Furthermore, CL&P has not explained why Condition 7 is needed to protect CL&P's other customers.

Q WHAT DO YOU RECOMMEND?

A I recommend that PURA require that Condition 7 be entirely removed as CL&P has not supported the need for it. However, to the extent PURA in this proceeding finds a performance requirement is necessary, it should be measured against the incremental load specified in the customer's Service Agreement as that load ramps up pursuant to the Customer's Service Agreement (rather than a fixed percentage of the customer's total usage), be measured over a period of no less than a year, and exclude documented maintenance outages and other temporary reductions. For example, the UI EDR approved by PURA measures performance against a percentage of the customer's own forecasted load increase over the term.[30]

F. Discount Structure and Term

Q WHAT DISCOUNT STRUCTURE HAS CL&P PROPOSED?

A CL&P proposes "a declining, time-limited discount applied to incremental load over a five-year term, consistent with the declining structure proposed in the Company's prior

[30] Docket No. 22-08-08, August 25, 2023 Decision at 252.

economic development rate."[31] As noted earlier, CL&P has not proposed specific discount percentages.

Q IS A DECLINING DISCOUNT CONSISTENT WITH THE EDR PURA APPROVED FOR UI?

A No. PURA approved a discount for UI that is fixed over the five-year term. In doing so, PURA accepted "the assertion that a fixed rate discount over the Term of the EDR Rider is the least-cost method of administering the EDR Rider" and concurred "that providing customers with a single line-item discount is an easily understandable way for Subscribers to both track and comprehend their discount."[32] CL&P states that its proposal for a schedule of fixed percentage discounts "is consistent with prior regulatory determinations favoring a fixed, uniform discount structure, rather than discounts that vary based on other assumptions."[33] However, its proposal is not consistent with the most recent regulatory determinations on this issue because the discount PURA approved for UI is not only pre-determined rather than negotiated, but is also uniform throughout the term. CL&P's stated rationale for a discount that declines each year is that the declining discount "[p]rovides a meaningful upfront incentive to influence siting and expansion decisions," "[t]ransitions customers to full rates over time," and "[e]nsures the EDR functions as a temporary incentive rather than a permanent subsidy."[34] None of these reasons justifies departing from the fixed discount structure PURA approved for UI.

First, a customer's siting or expansion decision depends on the value of the incentive over the full term, not just in the first year. A declining discount concentrates

[31] Davis and Parsons Direct at 28.
[32] Docket No. 22-08-08, August 25, 2023 Decision at 250.
[33] Davis and Parsons Direct at 28.
[34] Davis and Parsons Direct at 29.

the incentive in the early years of the term, when the incremental load of a new or expanded facility is often still ramping up, and reduces it in the later years, when that load is more likely to be fully in place. As a result, a declining discount can provide less total incentive to a customer than a fixed discount with the same average percentage, and therefore less influence on the customer's decision.

Second, a declining discount is not needed to transition customers to full rates. Under either a fixed or a declining structure, the discount ends at the conclusion of the five-year term and the customer pays full rates thereafter. A fixed discount with a defined term accomplishes that transition in a manner that PURA has found is the least-cost to administer and the easiest for customers to understand.

Third, the EDR would not be a permanent subsidy under either structure. CL&P's proposed EDR tariff provides that "[n]o discounts under this Rider shall continue for more than five years at any service location,"[35] and CL&P states that tying the discount to its marginal cost ensures "the discount never results in a subsidy of participating customers by other customers."[36] Given these protections, a declining schedule does not provide any additional protection for other customers. It simply reduces the value of the incentive to the customers the EDR is intended to attract.

Q WHAT DO YOU RECOMMEND WITH RESPECT TO THE DISCOUNT?

A I recommend that PURA establish the EDR discount percentages in this proceeding rather than leave them unspecified, so that customers considering new or expanded load can know the discount that would be available to them. The discount should be fixed over the term at levels no lower than the 15% base discount and the 20% discount for Distressed Municipalities and Environmental Justice Communities that PURA

[35] Exhibit CLP-RATES-3 at 439.
[36] Davis and Parsons Direct at 28.

approved for UI, subject to the same type of hurdle rate analysis and discount cap PURA approved for UI.

Q SHOULD AN EDR PARTICIPANT HAVE AN OPPORTUNITY TO EXTEND ITS DISCOUNT BEYOND FIVE YEARS?

A Yes. CL&P's proposed EDR tariff provides that "[n]o discounts under this Rider shall continue for more than five years at any service location."[37] I recommend that a participating customer have one opportunity to extend its discount for an additional five-year term, provided that an updated hurdle rate analysis shows that the revenue from the incremental load at the discounted rate will continue to exceed the incremental cost to serve that load. The capital investments associated with industrial expansions typically have service lives well beyond five years. Where the discounted revenue continues to exceed the incremental cost to serve, an extension continues to provide a contribution to CL&P's fixed costs that benefits CL&P's other customers.

I recognize that PURA declined to extend the term of the UI EDR from five to seven years, finding the necessity of that increase was not clear based on the record in that proceeding.[38] The extension I recommend differs from that proposal because it would not be automatic. It would only be available upon a showing that the extension continues to benefit CL&P's other customers. In addition, the phrase "at any service location" should be clarified so that it does not prevent a separate, later expansion at the same service location from qualifying for its own EDR discount.

[37] Exhibit CLP-RATES-3 at 439.
[38] Docket No. 22-08-08, August 25, 2023 Decision at 251.

G. Load Retention

Q CL&P'S PROPOSED EDR WOULD NOT BE AVAILABLE FOR LOAD RETENTION. DO YOU TAKE ISSUE WITH THAT?

A Not within the EDR itself, provided CL&P also has a separate load retention special contract policy. In Docket No. 22-08-08, PURA limited the UI EDR to incremental load, finding "that it is more appropriate to utilize the special contracting process" for load retention purposes.[39] PURA also directed UI to file its special contracting policy in its next rate case.[40] Because CL&P's proposed EDR is similarly limited to incremental load, it would provide no benefit to an existing customer whose load is at risk of being reduced or relocated outside of CL&P's service territory. As I discuss in Section III of my testimony, CL&P should be required to adopt a load retention special contract policy similar to UI's so that it has an appropriate tool to address such situations.

H. EDR Recommendations

Q PLEASE SUMMARIZE YOUR RECOMMENDATIONS WITH RESPECT TO CL&P'S PROPOSED EDR.

A I recommend that PURA approve an EDR for CL&P with the following modifications:

- Make the EDR available to the incremental load of existing Rate 39 customers on the same terms as Rate 57 and Rate 58 customers;
- Specify in the EDR tariff a single minimum incremental load threshold applicable to all participants;
- Replace the discretionary provisions of Qualification 1(C), Qualification 3 and Conditions 2, 3 and 4 with the clear, objective criteria described in Section II.C of my testimony, including an objective hurdle rate analysis with a methodology described in a compliance filing;

[39] Docket No. 22-08-08, August 25, 2023 Decision at 251.
[40] *Id.* at 254.

- Require CL&P to provide a written explanation for any denial of an EDR application and to report annually to PURA the number of EDR inquiries, applications, approvals and denials;

- Remove Condition 1 or, at a minimum, clarify that a customer's choice of energy supplier does not affect its eligibility for the EDR or trigger any refund of discounts;

- Remove Condition 7 or, if a performance requirement is retained, measure it against the incremental load in the customer's Service Agreement over a period of no less than a year, excluding documented maintenance outages and other temporary reductions;

- Establish in this proceeding a discount that is fixed over the five-year term at levels no lower than the 15% and 20% discounts PURA approved for UI; and

- Provide participants one opportunity to extend the discount for an additional five-year term, subject to an updated hurdle rate analysis, and clarify that a separate, later expansion at the same service location may qualify for its own discount.

In addition, as I discuss in Section III of my testimony, CL&P should be required to adopt a load retention special contract policy similar to UI's.

III. NEED FOR A LOAD RETENTION SPECIAL CONTRACT POLICY

A. Absence of a CL&P Load Retention Policy

Q DOES CL&P HAVE A TARIFF OR POLICY THAT ADDRESSES THE RETENTION OF EXISTING LOAD THAT IS AT RISK OF BEING LOST?

A No. As I discussed in Section II of my testimony, CL&P's proposed EDR would not be available "for load retention purposes."[41] CL&P's Rates Panel direct testimony does not propose any other rate, rider or policy to address the retention of existing load. The only provision of CL&P's tariff that addresses special contracts is Section 5F of its Terms and Conditions for Delivery Service, which states:

> In the event that the service desired by a customer is not available under any standard rate of the Company, such service (including auxiliary or parallel operation service, service for abnormally large or fluctuating loads, and other types of service under unusual circumstances) may be

[41] Davis and Parsons Direct at 25.

> obtained, in the sole discretion of the Company, through special contract with the Company to the extent permitted under applicable Terms and Conditions and provided that no discrimination against other customers would result thereby. All such special contracts are subject to review and approval of PURA.[42]

Q IS SECTION 5F A LOAD RETENTION POLICY?

A No. Section 5F is a general provision for service that is not available under a standard rate, such as service for abnormally large or fluctuating loads. It does not mention load retention, establishes no eligibility criteria, identifies no information a customer would need to provide, and provides no guidance on the form or level of any discount. Whether to offer a special contract is left to CL&P's sole discretion. As a result, an existing customer that is considering curtailing or relocating its operations has no way to know whether CL&P would consider a retention rate, or on what terms.

Q DOES CL&P RECOGNIZE THE IMPORTANCE OF RETAINING EXISTING BUSINESSES IN CONNECTICUT?

A Yes. CL&P's Leadership Panel states that CL&P is proposing economic development rates to stimulate "economic growth by attracting and retaining businesses in Connecticut," and describes CL&P's proposed Economic Development Rate as "designed to attract and retain new electric load that businesses might otherwise locate outside Connecticut."[43] However, as I noted above, the EDR actually proposed by CL&P would not be available "for load retention purposes,"[44] and CL&P has not proposed any other mechanism to retain existing load that is at risk of being lost due to a competitive alternative or financial circumstances. A load retention special contract

[42] Exhibit CLP-RATES-3 at 210-211.
[43] CL&P Witnesses Scacco, Chatterjee and Horton Direct (Exhibit CLP-ELP-1) at 10 and 119.
[44] Davis and Parsons Direct at 25.

policy would provide CL&P with the tool needed to address the retention objective its own Leadership Panel identifies.

B. UI's Load Retention Special Contract Policy

Q HOW HAS PURA ADDRESSED LOAD RETENTION FOR UI?

A In Docket No. 22-08-08, CIEC proposed that UI's EDR include a load retention provision.[45] PURA declined to include load retention in the EDR, but recognized that:

> While retaining load that asserts an intention to leave UI's territory may be economically equivalent to attracting new or expanded load within the territory, it is significantly more difficult to assess whether and how an EDR Rider retained load in Connecticut than it is to assess whether it attracted a new business or load growth by existing Connecticut businesses.[46]

PURA concluded that "it is more appropriate to utilize the special contracting process" for load retention.[47] However, PURA also found that UI's special contracting process was, "at a minimum, not accessible enough to Connecticut businesses or appropriately well known by those business or relevant government agencies, through no fault of their own."[48] PURA therefore directed UI to file its special contracting policy as part of its next rate case application, after discussing the policy with the Connecticut Department of Economic and Community Development ("DECD").[49]

Q DID UI FILE SUCH A POLICY?

A Yes. In Docket No. 24-10-04, UI filed a special contract policy for load retention purposes, which PURA approved with modifications in its October 28, 2025 Decision.[50]

[45] Docket No. 22-08-08, August 25, 2023 Decision at 247.
[46] *Id*. at 251.
[47] *Id*.
[48] *Id*. at 251-252.
[49] *Id*. at 254.
[50] Docket No. 24-10-04, October 28, 2025 Decision at 229-231.

PURA found that the policy, as modified, "provides sufficient flexibility while limiting the risk of free ridership and meets the just and reasonable standard."[51]

Q PLEASE SUMMARIZE THE KEY ELEMENTS OF UI'S POLICY AS APPROVED BY PURA.

A Based on PURA's Decision in Docket No. 24-10-04, the key elements of UI's policy include:

- Eligibility for existing non-residential customers not engaged in local commerce, for the purpose of retaining sales that would otherwise be lost due to customers curtailing all or a material portion of their electricity consumption due to the cost of electric distribution service or the availability of lower cost alternative fuels;[52]
- A discount negotiated on a case-by-case basis that applies only to the delivery component of the customer's bill;[53]
- A price floor for the discounted distribution rate based on long-run marginal distribution cost, with UI permitted to propose larger discounts for PURA's consideration in circumstances where the price floor is insufficient to retain at-risk load;[54]
- Submission of a profit and loss statement where required by UI or PURA on a case-by-case basis, as one of the factors used to assess the risk of the customer terminating or reducing its operations in Connecticut;[55] and
- PURA approval of any discount provided under a special contract.[56]

[51] *Id*. at 231.
[52] *Id.* at 230-231.
[53] *Id*. at 230.
[54] *Id.*
[55] *Id.* at 230-231. Required submission of a profit and loss statement on no more than a case-by-case basis, when required by UI or PURA, is a critical finding by PURA as the risk of loss of a particular large customer load may not be related to profits and losses, but instead related to the availability of competitive alternatives to the customer or other unique circumstances not related to the profits and losses of the customer. As PURA noted in the aforementioned portion of its Docket No. 24-10-04 decision, there is no "one size fits all" approach for special contracts.
[56] *Id.* at 230.

C. Decline in CL&P's Large Industrial Load

Q HAS THE LOAD OF CL&P'S LARGE INDUSTRIAL RATE CLASSES CHANGED SINCE CL&P'S LAST RATE CASE?

A Yes, it has declined. Table JRD-1 below compares the number of customers and annual sales of Rate 39 and Rate 57 used in CL&P's last base rate case, Docket No. 17-10-46, with those used in CL&P's allocated cost of service study in this proceeding.[57]

TABLE JRD-1

Rate 39 and Rate 57 Customers and Sales

	Docket No. 17-10-46	Docket No. 26-05-10	Change	Percent Change
Rate 39 (Large Int. Service)				
Customers	7	3	(4)	(57.1%)
Sales (MWh)	274,029	226,711	(47,318)	(17.3%)
Rate 57 (Lrg. TOD Elec. Srv. Manf.)				
Customers	112	72	(40)	(35.7%)
Sales (MWh)	936,448	762,979	(173,469)	(18.5%)
Rate 39 and Rate 57 Combined				
Customers	119	75	(44)	(37.0%)
Sales (MWh)	1,210,477	989,690	(220,787)	(18.2%)

[57] Docket No. 17-10-46, Exhibit TRP-17, tab "Pg. 8 – Unit Rates," a copy of which is provided as Exhibit JRD-2; and Exhibit CLP-ACOS-2 at 133-134.

As shown in Table JRD-1, the number of Rate 39 customers declined from seven to three and the number of Rate 57 customers declined from 112 to 72. Combined annual sales to the two classes declined by approximately 221,000 MWh, or about 18%.

Q WHAT ARE THE IMPLICATIONS OF THESE DECLINES FOR CL&P'S OTHER CUSTOMERS?

A Much of the cost of CL&P's distribution system is fixed and does not decline when a customer's load is lost. When load leaves CL&P's system, the contribution that load was making toward those fixed costs must instead be recovered from CL&P's remaining customers.

I am not suggesting that all of the decline shown in Table JRD-1 was caused by the level of CL&P's distribution rates, or that all of it could have been avoided with a load retention policy. Facility closures and curtailments occur for many reasons. However, the decline shows that the load of CL&P's largest industrial customers cannot be taken for granted. As PURA has recognized, commercial and industrial electric rates in Connecticut are high relative to the national average.[58] Yet CL&P currently has no defined means to respond when an existing customer's load is at risk due to the availability of a competitive alternative or the cost of electric distribution service.

CL&P's Leadership Panel also acknowledges that the volumetric recovery of public benefits charges drives up electricity costs for commercial and industrial customers, making them "less competitive relative to their peers in other states where similar costs are not levied through electric rates." It further recognizes the consequence for other customers: "By impairing the ability of businesses to increase

[58] Docket No. 22-08-08, August 25, 2023 Decision at 250.

load and stifling the creation of new commercial customers, more of the cost must be shouldered by residential customers, contributing to affordability concerns for critical energy service in a state with some of the highest electric rates in the country."[59] The same is true when existing commercial and industrial load is lost.

D. Benefits of a Load Retention Policy

Q HOW WOULD A LOAD RETENTION SPECIAL CONTRACT POLICY BENEFIT CL&P'S OTHER CUSTOMERS?

A Where a customer's load is genuinely at risk, a discounted rate that keeps that load on CL&P's system while still recovering more than the marginal cost of serving it leaves CL&P's other customers better off than if the load were lost. The retained load continues to contribute toward CL&P's fixed costs, even at a discounted rate, rather than shifting that contribution to other customers. The price floor, case-by-case review and PURA approval required under UI's policy are intended to provide this protection while limiting the risk of free ridership.

Q HOW WOULD A LOAD RETENTION POLICY RELATE TO CL&P'S PROPOSED EDR?

A The two would be complementary. The EDR is designed to attract new and expanded load, while a load retention policy addresses existing load that is at risk of being lost due to a competitive alternative or financial circumstances. An EDR alone provides no benefit to an existing customer whose load is at risk but who is not expanding. Adopting both would give CL&P the same two tools that PURA has approved for UI.

[59] Scacco, Chatterjee and Horton Direct at 28.

Q IS THE CONCEPT OF A LOAD RETENTION SPECIAL CONTRACT FAMILIAR TO EVERSOURCE?

A Yes. Eversource's New Hampshire electric utility affiliate, Public Service Company of New Hampshire d/b/a Eversource Energy, is subject to a New Hampshire statute that expressly provides for special contracts designed to retain load. Specifically, that statute states:

> II. After June 3, 1996 [the effective date of the statute], new special contracts designed to retain load shall be available to an electric utility customer only if the utility represents that the load would otherwise have left the utility, the contract is approved pursuant to RSA 378:18, and the commission determines that no tariffed rate is sufficient to retain the load.[60]

Like the UI policy approved by PURA, the New Hampshire statute makes load retention special contracts available subject to a showing that the load is at risk and approval by the state regulatory commission.

E. Load Retention Special Contract Policy Recommendations

Q WHAT DO YOU RECOMMEND WITH RESPECT TO A LOAD RETENTION POLICY FOR CL&P?

A I recommend that PURA direct CL&P to adopt a load retention special contract policy substantially similar to the UI policy approved by PURA in Docket No. 24-10-04. Specifically, CL&P's policy should:

- Be available to existing non-residential customers not engaged in local commerce whose sales would otherwise be lost due to the curtailment of all or a material portion of their electricity consumption, using the eligibility language PURA approved for UI;

- Provide for a discount on the distribution component of the customer's bill, negotiated on a case-by-case basis, with a price floor based on long-run marginal

[60] N.H. Rev. Stat. Ann. § 378:18-a, II, https://gc.nh.gov/rsa/html/XXXIV/378/378-18-a.htm. A copy of this statute is provided as Exhibit JRD-3.

distribution cost and the ability for CL&P to propose larger discounts for PURA's consideration where the price floor is insufficient to retain the at-risk load;

- Identify the information an applicant must provide to support its application, with a facility profit and loss statement required only on a case-by-case basis, consistent with PURA's determination for UI;

- Require PURA review and approval of each special contract entered into under the policy; and

- Be referenced in CL&P's EDR marketing materials and on CL&P's website, consistent with PURA's directive to UI that its special contracting process be noted wherever its EDR is marketed.[61]

Because PURA has already reviewed and approved a load retention policy for UI, there is no need to wait until CL&P's next rate case to put a similar policy in place for CL&P. I recommend that PURA direct CL&P to discuss its proposed policy with DECD and file the policy for approval in a compliance filing within 90 days of PURA's final decision in this proceeding, with an opportunity for parties to comment. I also recommend that CL&P report annually to PURA the number of load retention inquiries, applications and approved special contracts. Finally, I note that the UI EDR and special contract policy are not included in its tariff or attached to it as a rider. UI only has an EDR webpage with an online application.[62] This omission reduces transparency and is problematic insofar as the EDR is a tariff-based rate discount. PURA can avoid a similar issue here by directing CL&P to include the approved EDR and special contract policy in its tariff.

[61] Docket No. 22-08-08, August 25, 2023 Decision at 254.
[62] See https://www.uinet.com/edr.

IV. CL&P'S PROPOSED ALLOCATION OF AMI COSTS

A. CL&P's AMI Proposal and Cost Recovery

Q PLEASE BRIEFLY DESCRIBE CL&P'S AMI PROPOSAL.

A CL&P proposes to begin deploying AMI in 2027. The deployment would include a new Customer Information System ("CIS") and Meter Data Management System ("MDMS"), an AMI communications network, and the replacement of approximately 1.35 million meters between 2029 and 2032.[63] CL&P estimates the total AMI build-out cost from 2027 through 2033 at $1.253 billion, consisting of $970.3 million in capital expenditures and $282.8 million in O&M expense.[64]

Q HOW DOES CL&P PROPOSE TO RECOVER THESE COSTS?

A CL&P is not proposing to recover AMI costs in base distribution rates in this proceeding. Instead, it proposes to recover AMI capital costs through the capital funding mechanism ("F Factor") of its proposed Performance-Based Multi-Year Rate Plan ("PBMRP"), and to defer incremental AMI-related O&M expense and stranded automated meter reading ("AMR") meter costs for future securitization.[65]

Q HOW DOES CL&P PROPOSE TO ALLOCATE AMI CAPITAL COSTS TO CUSTOMER CLASSES?

A CL&P proposes to allocate AMI capital costs on the basis of class distribution revenue. CL&P's AMI Panel testimony does not address the allocation of AMI costs to customer classes. However, in response to discovery, CL&P stated:

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[63] CL&P Witnesses Lawrence and Horton Direct (Exhibit CLP-AMI-1) at 4-5 and 15.
[64] *Id*. at 19.
[65] Lawrence and Horton Direct at 5 and 27-28; and CL&P Response to Data Request OCC-739. A copy of all data request responses cited to in this testimony can be found in Exhibit JRD-1 in alphanumeric order.

> Under the Company's proposed PBMRP tariff, costs would be allocated to rate classes on the basis of class distribution revenue (class allocation factors) described in the tariff.[66]

The proposed PBMRP tariff defines Class Allocation Factors as "proportional shares of Base Revenue Requirement for each Customer Class in the Prior Year," and provides that the incremental revenue adjustment under the PBMRP "will be allocated among Customer Classes using the Class Allocation Factors."[67] With respect to the deferred O&M expense and stranded AMR meter costs, CL&P states that it intends to submit a proposal on the allocation of those costs at the time it seeks to securitize them.[68]

B. Distribution Revenue Is Not a Cost-Based Allocator for AMI Costs

Q IS ALLOCATING AMI COSTS ON THE BASIS OF CLASS DISTRIBUTION REVENUE COST-BASED?

A No. A class's share of distribution revenue reflects all of the costs recovered through distribution rates, including the demand-related costs of the poles, conductors, transformers and other facilities that are driven by class peak demands. It bears no particular relationship to the number or type of meters serving the class, or to the cost of the communications network and systems needed to read, communicate with and manage data from those meters. AMI costs are driven by the number and type of meters deployed and the number of customers served, not by a class's share of distribution revenue.

[66] CL&P Response to Data Request OCC-740.
[67] Exhibit CLP-RATES-3 at 431 and 433.
[68] CL&P Response to Data Request OCC-740.

Q HOW DOES CL&P'S OWN ALLOCATED COST OF SERVICE STUDY ALLOCATE METER COSTS?

A CL&P's allocated cost of service study ("ACOS") treats meter costs as customer-related. CL&P Witness Nieto explains that "[c]ustomer-related costs vary with the number and type of customers" and that:

> Allocation factors for the meter plant were based on the relative ratios of the average installed meter cost within a class; with the relative weight of a residential customer set equal to one, each of the other classes is assigned weighting factors.[69]

CL&P's ACOS uses this weighted meter cost allocator to allocate the meter plant recorded in Account 370 to customer classes.[70] In other words, CL&P's own cost study recognizes that meter costs are caused by the number and type of meters serving each class.

Q WHAT IS THE EFFECT OF ALLOCATING AMI COSTS ON THE BASIS OF CLASS DISTRIBUTION REVENUE RATHER THAN ON A COST BASIS?

A It shifts AMI costs to classes whose share of distribution revenue is large relative to the number and cost of their meters, which are primarily the larger commercial and industrial classes. Table JRD-2 below compares, for selected rate classes, each class's share of test year distribution revenue with its share of meter plant under the weighted meter cost allocator used in CL&P's ACOS.[71]

[69] CL&P Witness Nieto ACOS Direct (Exhibit CLP-ACOS-1) at 6.
[70] Exhibit CLP-ACOS-2 at 16-20.
[71] Exhibit CLP-ACOS-2 at 16-20 (Account 370 meter plant allocation) and 137-142 (test year class distribution revenue). Test year distribution revenue is used here as a proxy for the class shares of Base Revenue Requirement that would be used under CL&P's proposed PBMRP tariff.

TABLE JRD-2

Class Shares of Distribution Revenue and Meter Plant

Rate Class	Share of Distribution Revenue	Share of Meter Plant	Ratio of Revenue Share to Meter Share
Rate 1 (Residential)	54.724%	66.248%	0.8
Rate 5 (Residential Electric Heat)	8.879%	8.849%	1.0
Rate 30 (Small General)	16.970%	18.017%	0.9
Rate 37 (Intermediate Time-of-Day)	4.034%	1.663%	2.4
Rate 39 (Large Interruptible)	0.114%	0.018%	6.3
Rate 56 (Intermediate TOD Non-Manf.)	4.318%	1.005%	4.3
Rate 57 (Large TOD Manufacturers)	1.287%	0.309%	4.2
Rate 58 (Large TOD Non-Manufacturers)	2.692%	0.426%	6.3

As shown in Table JRD-2, under CL&P's proposal, Rate 57 would be allocated about 4.2 times, and Rate 39 about 6.3 times, the share of AMI costs they would be allocated using the weighted meter cost allocator from CL&P's own ACOS. For example, for every $1 million of AMI revenue requirement, Rate 57 would be allocated approximately $12,900 under CL&P's proposal, compared to approximately $3,100 using the weighted meter cost allocator.[72] Conversely, the residential Rate 1 class would be allocated a smaller share of AMI costs than its share of meter plant.

[72] $12,900 ≈ $12,870 = $1,000,000 x 1.287%; $3,100 ≈ $3,090 = $1,000,000 x 0.309%.

C. AMI Cost Allocation Recommendations

Q WHAT DO YOU RECOMMEND WITH RESPECT TO THE ALLOCATION OF AMI COSTS?

A I take no position in my testimony on whether PURA should approve CL&P's AMI deployment or its proposed PBMRP. However, to the extent PURA allows CL&P to recover AMI costs, whether through the PBMRP or another mechanism, I recommend that PURA reject CL&P's proposal to allocate those costs on the basis of class distribution revenue. Instead, AMI costs should be separately identified and allocated on a cost basis by using the weighted meter cost allocator used in CL&P's ACOS to allocate Account 370 meter plant.

I also recommend that PURA direct CL&P to use the same cost-based allocation for the deferred AMI-related O&M expense and stranded AMR meter costs when it seeks recovery of those costs, unless CL&P demonstrates that a different cost-based method is more appropriate.

Q DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

A Yes, it does.

Qualifications of James R. Dauphinais

Q PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A James R. Dauphinais. My business address is 16690 Swingley Ridge Road, Suite 140, Chesterfield, MO 63017, USA.

Q PLEASE STATE YOUR OCCUPATION.

A I am a consultant in the field of public utility regulation and a Managing Principal with the firm of Brubaker & Associates, Inc. ("BAI"), energy, economic and regulatory consultants.

Q PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND EXPERIENCE.

A I graduated from Hartford State Technical College in 1983 with an Associate's Degree in Electrical Engineering Technology. Subsequent to graduation, I was employed by the Transmission Planning Department of the Northeast Utilities Service Company[73] as an Engineering Technician.

While employed as an Engineering Technician, I completed undergraduate studies at the University of Hartford. I graduated in 1990 with a Bachelor's Degree in Electrical Engineering. Subsequent to graduation, I was promoted to the position of Associate Engineer. Between 1993 and 1994, I completed graduate level courses in the study of power system analysis, power system transients and power system protection through the Engineering Outreach Program of the University of Idaho. By 1996 I had been promoted to the position of Senior Engineer.

In the employment of the Northeast Utilities Service Company, I was responsible for conducting thermal, voltage and stability analyses of the Northeast

[73]In 2015, Northeast Utilities changed its name to Eversource Energy.

Utilities' transmission system to support planning and operating decisions. This involved the use of load flow, power system stability and production cost computer simulations. It also involved examination of potential solutions to operational and planning problems including, but not limited to, transmission line solutions and the routes that might be utilized by such transmission line solutions. Among the most notable achievements I had in this area include the solution of a transient stability problem near Millstone Nuclear Power Station, and the solution of a small signal (or dynamic) stability problem near Seabrook Nuclear Power Station. In 1993 I was awarded the Chairman's Award, Northeast Utilities' highest employee award, for my work involving stability analysis in the vicinity of Millstone Nuclear Power Station.

From 1990 to 1996, I represented Northeast Utilities on the New England Power Pool Stability Task Force. I also represented Northeast Utilities on several other technical working groups within the New England Power Pool ("NEPOOL") and the Northeast Power Coordinating Council ("NPCC"), including the 1992-1996 New York-New England Transmission Working Group, the Southeastern Massachusetts/Rhode Island Transmission Working Group, the NPCC CPSS-2 Working Group on Extreme Disturbances and the NPCC SS-38 Working Group on Interarea Dynamic Analysis. This latter working group also included participation from a number of ECAR, PJM and VACAR utilities.

From 1990 to 1995, I also acted as an internal consultant to the Nuclear Electrical Engineering Department of Northeast Utilities. This included interactions with the electrical engineering personnel of the Connecticut Yankee, Millstone and Seabrook nuclear generation stations and inspectors from the Nuclear Regulatory Commission ("NRC").

In addition to my technical responsibilities, from 1995 to 1997, I was also responsible for oversight of the day-to-day administration of Northeast Utilities' Open

Access Transmission Tariff. This included the creation of Northeast Utilities' pre-FERC Order No. 889 transmission electronic bulletin board and the coordination of Northeast Utilities' transmission tariff filings prior to and after the issuance of Federal Energy Regulatory Commission ("FERC" or "Commission") FERC Order No. 888. I was also responsible for spearheading the implementation of Northeast Utilities' Open Access Same-Time Information System and Northeast Utilities' Standard of Conduct under FERC Order No. 889. During this time, I represented Northeast Utilities on the Federal Energy Regulatory Commission's "What" Working Group on Real-Time Information Networks. Later I served as Vice Chairman of the NEPOOL OASIS Working Group and Co-Chair of the Joint Transmission Services Information Network Functional Process Committee. I also served for a brief time on the Electric Power Research Institute facilitated "How" Working Group on OASIS and the North American Electric Reliability Council facilitated Commercial Practices Working Group.

In 1997 I joined the firm of Brubaker & Associates, Inc. The firm includes consultants with backgrounds in accounting, engineering, economics, mathematics, computer science and business. Since my employment with the firm, I have filed or presented testimony before the Federal Energy Regulatory Commission in Consumers Energy Company, Docket No. OA96-77-000; Midwest Independent Transmission System Operator, Inc., Docket No. ER98-1438-000; Montana Power Company, Docket No. ER98-2382-000; Inquiry Concerning the Commission's Policy on Independent System Operators, Docket No. PL98-5-003; SkyGen Energy LLC v. Southern Company Services, Inc., Docket No. EL00-77-000; Alliance Companies, et al., Docket No. EL02-65-000, et al.; Entergy Services, Inc., Docket No. ER01-2201-000; Remedying Undue Discrimination through Open Access Transmission Service, Standard Electricity Market Design, Docket No. RM01-12-000; Midwest Independent Transmission System Operator, Inc., Docket No. ER10-1791-000; NorthWestern

Corporation, Docket No. ER10-1138-001, et al.; Illinois Industrial Energy Consumers v. Midcontinent Independent System Operator, Inc., Docket No. EL15-82-000; Midcontinent Independent System Operator, Inc., Docket No. ER16-833-000; Midcontinent Independent System Operator, Inc., Docket No. ER17-284-000; Midcontinent Independent System Operator, Inc. and Ameren Services Company Docket No. ER18-463-000; and PJM Interconnection, L.L.C., Docket No. ER26-1479-000. I have also filed or presented testimony before the Alberta Utilities Commission, the California Public Utilities Commission, the Colorado Public Utilities Commission, the Connecticut Department of Public Utility Control, the Florida Public Service Commission, the Idaho Public Service Commission, the Illinois Commerce Commission, the Indiana Utility Regulatory Commission, the Iowa Utilities Board, the Kentucky Public Service Commission, the Louisiana Public Service Commission, the Michigan Public Service Commission, the Missouri Public Service Commission, the Montana Public Service Commission, the Nevada Public Utilities Commission, the New Mexico Public Regulation Commission, the Council of the City of New Orleans, the New York Public Service Commission, the Oklahoma Corporation Commission, the Public Utility Commission of Texas, the Public Service Commission of Utah, the Virginia State Corporation Commission, the Wisconsin Public Service Commission, the Wyoming Public Service Commission, Federal District Court and various committees of the Illinois, Missouri and South Carolina state legislatures. This testimony has been given regarding a wide variety of issues including, but not limited to, ancillary service rates, avoided cost calculations, certification of public convenience and necessity, class cost of service, cost allocation, fuel adjustment clauses, fuel costs, generation interconnection, interruptible rates, large load additions, market power, market structure, off-system sales, prudency, purchased power costs, resource adequacy,

resource planning, rate design, retail open access, standby rates, transmission losses, transmission planning, transmission rates and transmission line routing.

I have also participated on behalf of clients in the Southwest Power Pool Congestion Management System Working Group, the Alliance Market Development Advisory Group and several committees and working groups of the Midcontinent Independent System Operator, Inc. ("MISO"), including the Congestion Management Working Group; Economic Planning Users Group; Large Load Working Group, Loss of Load Expectation Working Group; Market Subcommittee; Michigan Transmission Studies Task Force; Planning Subcommittee; Regional Expansion, Criteria and Benefits Working Group; Resource Adequacy Subcommittee (formerly the Supply Adequacy Working Group); and Reliability Subcommittee. I am currently a member of the MISO Advisory Committee in the end-use customer sector on behalf of industrial customer groups in Illinois, Louisiana, Michigan and Texas. I am also the past Chairman of the Issues/Solutions Subgroup of the MISO Revenue Sufficiency Guarantee ("RSG") Task Force.

In 2009, I completed the University of Wisconsin-Madison High Voltage Direct Current ("HVDC") Transmission course for Planners that was sponsored by MISO. I am a member of the Power and Energy Society ("PES") of the Institute of Electrical and Electronics Engineers ("IEEE").

590554

The Connecticut Light and Power Company
d/b/a Eversource Energy
Docket No. 26-05-10
Set OCC-17
Date Issued September 11, 2026
OCC-739
Page 1 of 1

Date Filed: September 28, 2026

Witness: Douglas P. Horton, Brendan J. O' Brien, Garrett J. Murray, Edward A. Davis, Kimberly R. Parsons, and Jared A. Lawrence
Request from: Office of Consumer Counsel

Question:

(ACOSS) Is the Company proposing any recovery of AMI costs in this case? If yes, please provide the amount and the types of costs (by FERC account.)

Response:

The Company is not proposing to recover AMI-related capital or expense in base distribution rates in this proceeding. However, the Company is requesting PURA's approval for a ratemaking mechanism to recover AMI-related capital investments through the Performance-Based Mult-Year Rate Plan ("PBMRP"), included in the proposed capital funding mechanism. In addition, the Company is requesting PURA's approval for the deferral treatment of incremental O&M expense and stranded meter costs associated with the implementation of AMI for future recovery or securitization. Therefore, the Company is not at a point to provide amounts or types of costs by FERC account in this proceeding.

The Connecticut Light and Power Company
d/b/a Eversource Energy
Docket No. 26-05-10
Set OCC-17
Date Issued September 11, 2026
OCC-740
Page 1 of 1

Date Filed: September 28, 2026

Witness: Douglas P. Horton, Brendan J. O' Brien, Garrett J. Murray, Edward A. Davis, and Kimberly R. Parsons
Request from: Office of Consumer Counsel

Question:

(ACOSS) How does the Company propose to classify and allocate AMI costs?

Response:

The Company is proposing to recover eligible AMI capital costs through the proposed Performance Based Multi-Year Rate Plant ("PBMRP") capital funding mechanism.

Under the Company's proposed PBMRP tariff, costs would be allocated to rate classes on the basis of class distribution revenue (class allocation factors) described in the tariff.

The Company proposes to defer AMI-related incremental O&M expenses and unrecovered AMR plant balances to be securitized in the future, at which time the Company intends to submit a proposal to PURA on the appropriate allocation of such costs.

CL&P dba Eversource Energy
Docket No. 17-10-46
Witness Responsible: J. A. Ullram

UNIT RATES
(Amounts in $000's)

Exhibit TRP-17
Dated: November 22, 2017
Page 8 of 38

1	A	B	C	D	L	M	N	O	P	Q	R	S	T	U
2														
3				Total	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Special
4	Account Name	Description	Category	Company	35 & 37	39	41	55	56	57	58	115	116 & 117	Contracts
5														
6		Revenue Requirement												
7														
8	ALR_REV_REQ	Revenue Requirement at 7.86%	DEMAND_PRI	$ 582,262	$ 36,982	$ 1,794	$ 454	$ 13,926	$ 34,717	$ 17,603	$ 30,042	$ 560	$ 3,363	$ 38
9			DEMAND_SEC	98,829	1,555	-	-	-	-	-	-	130	778	-
10			DEMAND_CO_Xmer	29,432	1,806	15	22	652	1,657	188	975	27	195	4
11			CUSTOMER	268,090	6,318	142	49	1,139	3,346	1,320	2,192	559	1,433	180
12			CUSTOMER_PRI	174,338	362	0	2	38	110	13	22	751	2,131	0
13			CUSTOMER_SEC	28,605	11	-	-	-	-	-	-	122	348	-
14			DIRECT_ASSIGNED	108,513	4,871	73	73	550	4,843	485	3,449	272	21,930	75
15			REVENUE	-	-	-	-	-	-	-	-	-	-	-
16			Total	1,290,068	51,904	2,024	599	16,304	44,673	19,610	36,681	2,422	30,179	297
17														
18		Customer	Sum Lns. 11 to 13	$ 471,033	$ 6,691	$ 143	$ 51	$ 1,177	$ 3,456	$ 1,334	$ 2,214	$ 1,432	$ 3,912	$ 180
19		Demand	Sum Lns. 8 to 10 + Ln. 14	$ 819,036	$ 45,213	$ 1,881	$ 549	$ 15,127	$ 41,217	$ 18,276	$ 34,467	$ 990	$ 26,267	$ 117
20														
21		Other Revenue												
22														
23	REV_OTH	Other Revenue	DEMAND_PRI	$ 7,105	$ 515	$ 20	$ 7	$ 185	$ 481	$ 215	$ 387	$ 8	$ 33	$ 4
24			DEMAND_SEC	1,087	20	-	-	-	-	-	-	2	7	-
25			DEMAND_CO_Xmer	567	43	0	1	14	39	4	20	1	3	0
26			CUSTOMER	2,488	97	0	1	17	52	5	9	4	7	0
27			CUSTOMER_PRI	1,720	4	0	0	0	1	0	0	9	18	0
28			CUSTOMER_SEC	292	0	-	-	-	-	-	-	2	3	-
29			DIRECT_ASSIGNED	13,594	292	6	4	82	248	79	172	14	164	4
30			REVENUE	-	-	-	-	-	-	-	-	-	-	-
31			Total	$ 26,853	$ 971	$ 26	$ 12	$ 299	$ 821	$ 303	$ 589	$ 39	$ 236	$ 8
32														
33		Customer	Sum Lns. 26 to 28	$ 4,501	$ 101	$ 0	$ 1	$ 17	$ 54	$ 5	$ 9	$ 14	$ 29	$ 0
34		Demand	Sum Lns. 23 to 25 + Ln. 29	$ 22,353	$ 870	$ 26	$ 11	$ 282	$ 768	$ 298	$ 580	$ 25	$ 207	$ 8
35														
36														
37		Sales Revenue Requirement												
38														
39		Customer	Ln. 18 - Ln. 33	$ 466,532	$ 6,589	$ 143	$ 50	$ 1,160	$ 3,402	$ 1,329	$ 2,205	$ 1,418	$ 3,884	$ 180
40		Demand	Ln. 19 - Ln. 34	796,683	44,344	1,856	538	14,845	40,449	17,978	33,888	965	26,059	109
41		Total	Ln. 39 + Ln. 40	$ 1,263,215	$ 50,933	$ 1,998	$ 588	$ 16,005	$ 43,852	$ 19,307	$ 36,092	$ 2,383	$ 29,943	$ 289
42														
43		Determinants												
44														
45	CUSTOMERS	Number of Customers		1,269,166	3,157	7	17	316	948	112	180	3,048	14,031	3
46	DEMAND	Demand (kW)		5,953,331	431,212	16,446	5,566	154,927	402,867	180,202	324,515	6,825	27,985	3,175
47	SALES	Sales (MWh)		21,220,224	1,904,322	274,029	15,346	681,668	1,923,014	936,448	1,776,268	54,172	108,005	7,149
48														
49		Unit Rates												
50														
51	Customer Cost	$ per customer per month	Ln. 39 / Ln. 45	$ 30.63	$ 173.95	$ 1,696.91	$ 242.27	$ 305.62	$ 299.16	$ 991.22	$ 1,021.13	$ 38.76	$ 23.07	$ 5,001.03
52	Demand Cost	$ per kW	Ln. 40 / Ln. 46	$ 11.15	$ 8.57	$ 9.40	$ 8.05	$ 7.99	$ 8.37	$ 8.31	$ 8.70	$ 11.78	$ 77.60	$ 2.85
53	Demand Cost	¢ per kWh	Ln. 40 / Ln. 47	3.75	2.33	0.68	3.50	2.18	2.10	1.92	1.91	1.78	24.13	1.52

TITLE XXXIV
PUBLIC UTILITIES

CHAPTER 378
RATES AND CHARGES

Equality of Rates, Etc.

Section 378:18-a

378:18-a Special Contracts; Electric Utilities. –
I. Notwithstanding any provision of law to the contrary, for the purposes of ratemaking, an electric utility that has adopted special contracts prior to June 3, 1996 shall not be allowed to recover from other ratepayers the difference between the regular tariffed rate and the special contract rate, unless and only to the extent that the commission determines that it is in the public interest and equitable to other ratepayers.
II. After June 3, 1996, new special contracts designed to retain load shall be available to an electric utility customer only if the utility represents that the load would otherwise have left the utility, the contract is approved pursuant to RSA 378:18, and the commission determines that no tariffed rate is sufficient to retain the load.
III. After June 3, 1996, new special contracts designed to attract load shall be available to an electric utility customer only if the contract is approved pursuant to RSA 378:18 and the commission determines that no tariffed rate is sufficient to attract the load.
IV. In any electric utility rate proceeding subsequent to approval of special contracts, the commission shall not impute to the utility's test year revenues or revenue requirement the difference between the regular tariffed rate and the special contract rate.

Source. 1996, 186:4, eff. June 3, 1996.