Date Filed: September 25, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Consumer Counsel

Question:

(MS24E) Please refer to Exhibit ACCT-2(CLP-5A-02)(MS24E), p. 120. All crew members and vehicles billed for 11 hours, but the times entered in boxes 24 and 25 indicate crews worked on different events, some of which do not tally to 11 hours of work. Please clarify if all crew members and vehicles worked 11 hours and, if so, explain how Eversource verified the amount of time each crew and vehicle worked.

Response:

All crews worked the 11 hours that was billed. This D&D contingent sent all personnel available to assist with event 5275341. This was a major job that resulted from a large tree bringing down many spans of primary wire and a transformer, as well as breaking a pole and creating an oil spill. The D&D contingent did not wrap the job up until 23:00. After cleaning the job site and wrapping up, this would account for the full 11 hours.

Date Filed: September 25, 2026

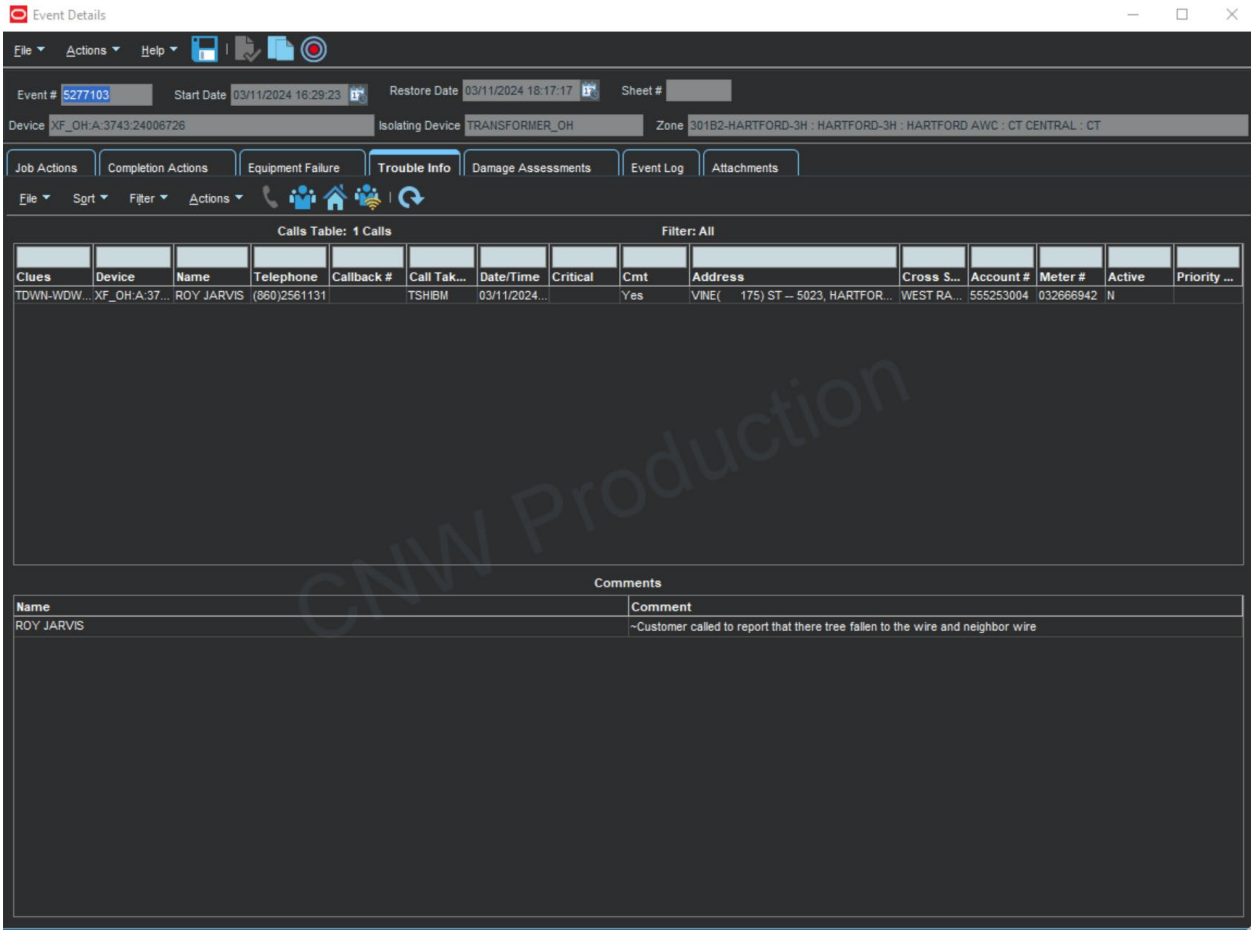
Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Consumer Counsel

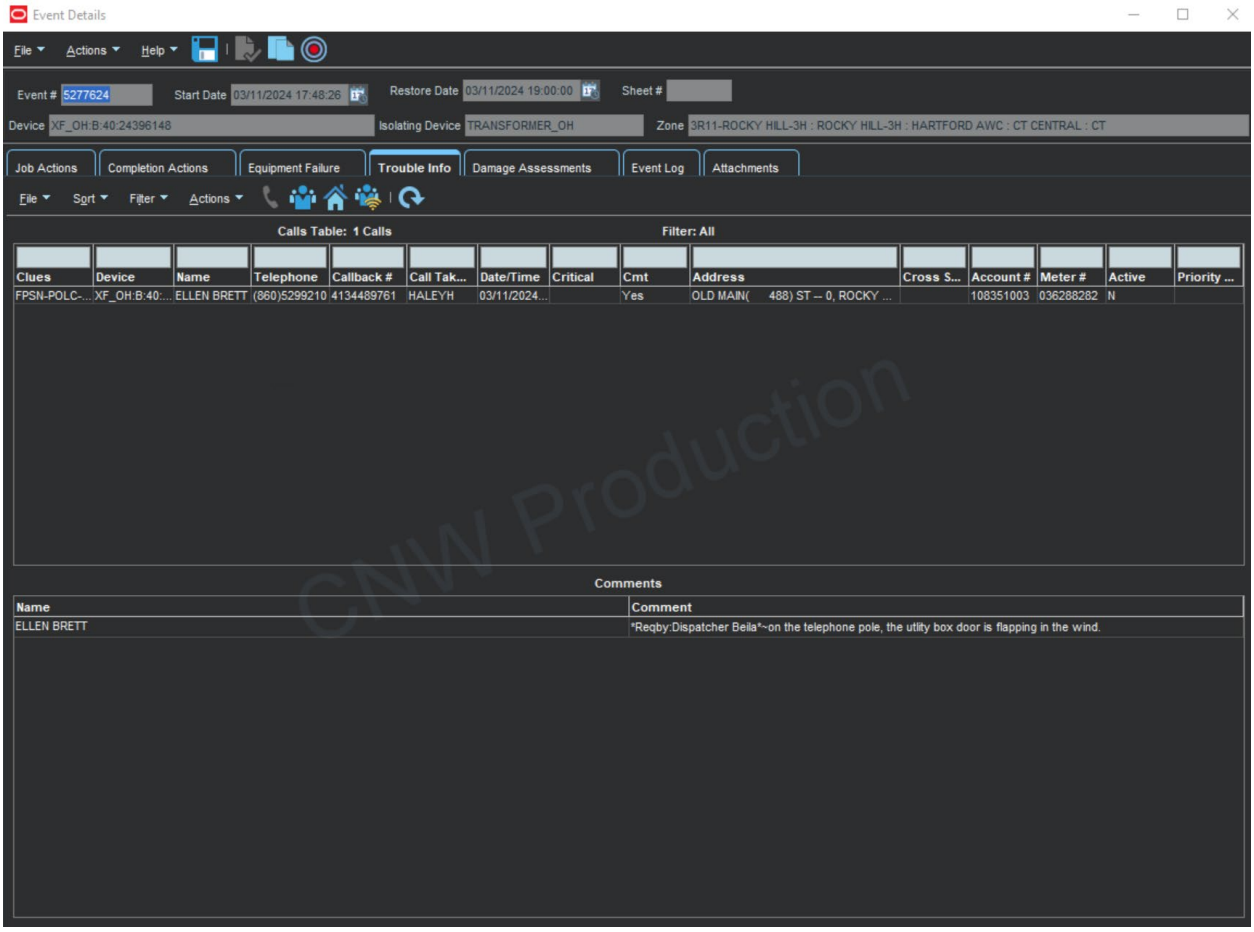
Question:

(MS24E) Please refer to Exhibit ACCT-2(CLP-5A-02) (MS24E), p. 122. The work descriptions include "comm down" and "comm box door open, close it and secured." Please explain what "comm" is in these descriptions.

Response:

"Comm" refers to communications equipment, such as phone, cable, fiber, etc. Under Event 5277103, a customer reported a trouble call to the Company that a tree had fallen on some wires near 175 Vine Street in Hartford. Upon arrival, the crew determined that the wire impacted was in fact a communications wire, not a power wire. Under Event 5277624, a customer reported that a utility equipment box's door was flapping in the wind. The crew responded and identified that it was a communications equipment box, closed and secured it shut.


Event Details
File
Actions
Help
Event # 5277103
Start Date 03/11/2024 16:29:23
Restore Date 03/11/2024 18:17:17
Sheet #
Device XF_OH:A:3743:24006726
Isolating Device TRANSFORMER_OH
Zone 301B2-HARTFORD-3H : HARTFORD-3H : HARTFORD AWC : CT CENTRAL : CT
Job Actions
Completion Actions
Equipment Failure
Trouble Info
Damage Assessments
Event Log
Attachments
File
Sort
Filter
Actions
Calls Table: 1 Calls
Filter: All
Clues
Device
Name
Telephone
Callback #
Call Tak...
Date/Time
Critical
Cmt
Address
Cross S...
Account #
Meter #
Active
Priority ...
TDWN-WDW...
XF_OH:A:37...
ROY JARVIS
(860)2561131
TSHIBM
03/11/2024...
Yes
VINE(175) ST -- 5023, HARTFOR...
WEST RA...
555253004
032666942
N
Comments
Name
Comment
ROY JARVIS
~Customer called to report that there tree fallen to the wire and neighbor wire
CNW Production


Event Details
File
Actions
Help
Event # 5277624
Start Date 03/11/2024 17:48:26
Restore Date 03/11/2024 19:00:00
Sheet #
Device XF_OH:B:40:24396148
Isolating Device TRANSFORMER_OH
Zone BR11-ROCKY HILL-3H : ROCKY HILL-3H : HARTFORD AWC : CT CENTRAL : CT
Job Actions
Completion Actions
Equipment Failure
Trouble Info
Damage Assessments
Event Log
Attachments
File
Sort
Filter
Actions
Calls Table: 1 Calls
Filter: All
Clues
Device
Name
Telephone
Callback #
Call Tak...
Date/Time
Critical
Cmt
Address
Cross S...
Account #
Meter #
Active
Priority ...
FPSN-POLC-...
XF_OH:B:40:...
ELLEN BRETT
(860)5299210
4134489761
HALEYH
03/11/2024...
Yes
OLD MAIN(488) ST -- 0, ROCKY ...
108351003
036288282
N
Comments
Name
Comment
ELLEN BRETT
Reqby:Dispatcher Beila~on the telephone pole, the utility box door is flapping in the wind.
CNW Production

Date Filed: September 25, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Consumer Counsel

Question:

(MS24E) Please refer to Exhibit ACCT-2(CLP-5A-02)(MS24E), p. 129-144, 157-158. Many of the hotel receipts indicate one adult/guest in the room. Please provide the Company's policy and/or contractual provision with these vendors indicating the provision of individual hotel rooms.

Response:

Referring to Exhibit ACCT-2(CLP-5A-02)(MS24E), Outside Contractors-Vendors, Line 114, vendor D&D Power LLC, invoice total amount of $324,466.

During storm restoration events, the Company initially utilizes hotels with which it maintains contractual lodging agreements and works to secure all available accommodations within those facilities. When sufficient lodging cannot be obtained through these contracted vendors, the Company will secure accommodations at other available hotels within the affected area to ensure personnel have adequate lodging during the event.

Consistent with past practice, the Company generally requests separate hotel rooms for supervisory personnel, separate accommodations for female employees, and double occupancy arrangements for line crews where practical. However, room availability and hotel capacity constraints are often beyond the Company's control, particularly during widespread storm events when lodging demand is elevated. As a result, hotels may be unable to accommodate all rooming preferences requested by the Company.

In circumstances where double occupancy or other preferred lodging arrangements cannot be accommodated, the Company is responsible for the cost of any room assigned by the hotel to an employee at the time of check-in. The Company's primary objective is to ensure that all personnel responding to the storm event are provided with suitable accommodation and the opportunity to obtain adequate rest between shifts.

Providing lodging to restoration personnel is a necessary component of the Company's storm response efforts, as it enables employees to receive proper rest and safely return to work for their subsequent assignments.

Date Filed: September 25, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Consumer Counsel

Question:

(MS24E) Please refer to Exhibit ACCT-2(CLP-5A-02) (MS24E), p. 153.

a. Box 12 indicates 11 hours of work, but boxes 24 and 25 appear to total a maximum of 9 hours of work (earliest work begins at 12:30 p.m.; latest work ends at 9:30 p.m.). Please explain why 11 hours of work was charged.
b. The crossover in work times in boxes 24 and 25 indicates not all crews could have worked until 9:30 p.m. Please explain how the Company verified every crew member and every vehicle listed worked 11 hours (or 9 hours, depending upon the response to (a)).

Response:

a. The crews are not only being paid for the time the crews are physically working an outage. Storm restoration necessarily includes a wide range of activities before and after the actual repair work. If the crew worked for 9 hours and completed the job at 21:30, it is entirely reasonable for the crew's total workday to extend by several hours. The additional time could include securing and cleaning up the job site, cleaning off trucks, and traveling back to the hotel. Those activities are not the physical repair of the electrical equipment itself, but are a necessary and integral part of performing the storm-restoration work. A crew cannot simply stop the clock at the moment the damaged equipment is repaired and disregard the work necessary to safely close out the day's work.

b. Given that there are four-line workers on this crew (1 safety and 1 mechanic), it had split into two crews to work both jobs ending at 21:30. Each of those jobs required two- line workers.

Date Filed: September 25, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Consumer Counsel

Question:

(MS24E) Please refer to Exhibit ACCT-2(CLP-5A-02) (MS24E), p. 154.

a. Box 12 indicates 11 hours of work, but boxes 24 and 25 appear to total a maximum of 7 hours of work (earliest work begins at 12:30 p.m.; latest work ends at 7:30 p.m.). Please explain why 11 hours of work was charged.
b. In boxes 24 and 25, there is a three-hour gap in time (from 2:30 p.m. until 5:30 p.m.). Please explain what the crew and vehicles did during that time and why it was billed as work time.

Response:

a. Based on the Company's review of the specified timesheets, there is no significant missing information within the "Work Distribution" section. The timesheets are not a contemporaneous record of every minute, task, or discrete activity undertaken by a crew in the course of performing its work. Nor is the timesheet the method by which the Company manages the crews or assures that the crew is working how and where the crews are supposed to be. The timesheets are used to document the time worked and general nature of the work performed. Timesheets are typically completed at the end of each workday, with time allotted to the major work assignments completed that day. Given the nature of storm restoration work, it would be impractical and inconsistent with the crews' primary responsibility of safely and efficiently restoring electric service to require personnel to contemporaneously record every minute task or discrete activity performed throughout the workday. The Company manages the crews through the oversight of the employee dispatching the crews and the External Field Resource Coordinator ("EFRC"), who is physically in the field with the crews, ensuring that the crews are properly engaged and assigned work to restore the system from storm damage. The linemen who are filling out the timesheets are primarily focused on ensuring that the crews are working safely in a dynamic environment that is full of potentially lethal hazards. The EFRC is the Company representative that is responsible for signing the timesheets and they have personal knowledge of the work that the crews have performed and the activities they have engaged in, particularly in relation to the hours stated in boxes 24 and 25.

Importantly, the crews are in "working" status for the entire duration of their shift – from start to finish. The Company does not compensate crews based on the specific restoration event to which they are assigned, nor are crews expected to be actively engaged in an "event" every minute of their shift. Time must be allocated at the start and end of each day, as well as between restoration "events," to complete all necessary steps to ensure safe working conditions in the field. For the Resource Management Teams identifying the jobs and deploying crews and the EFRC, the critical focus is to follow procedures, keep the crews safe, and keep them moving efficiently throughout the working shift. In this context, there is no bright line that separates one event from another and neatly segmenting the day from an "event" perspective – all activities whether in preparation of, or "on the pole," are proper work activities that are undertaken during the work shift and will not be specified on the timesheet.

b. Please refer to subpart (a), above. Further, all contractor crews and non-Connecticut based Company employees working storm restoration in Connecticut are required to be lodged in hotel rooms. Prior to beginning their first job of the day, the crews eat a meal, conduct safety briefings, perform U.S. Department of Transportation mandated pre-trip inspections on their trucks, and restock their trucks as necessary with material needed for their day. This takes time and the crews are methodical because the crews do not want to get out into the field without the right equipment or materials. The crews start the work shift by driving from the hotel rooms to the job site and depending on the availability of hotel rooms, that can add an additional 30 minutes or more. At the end of the crews last job of the day, the crews are required to clean up the job site, properly store all equipment and tools, eat a meal after performing physical labor all day in situations where personal safety is continually at risk and often in unforgiving conditions; and drive back to the hotel rooms, which again, could be 30 minutes or more away from the jobsite. Therefore, intervals of time at the start and end of the work shift and between restoration "events" is an expected and necessary part of the work shift, for which the crews are paid. Within a work shift, the crews do not get paid differently for different types of work. Therefore, from a field perspective, the start and stop time is the critical data point for the timesheet.

Date Filed: September 25, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Consumer Counsel

Question:

(MS24E) Please refer to Exhibit ACCT-2(CLP-5A-02) (MS24E), p. 155. Box 12 indicates a total work time of 16 hours, but boxes 24 and 25 appear to total a maximum work time of 12 hours.

a. Was this crew on standby from 6 a.m. to 8 a.m.? If yes, please explain why this time was billed as work time and not standby time? If no, please explain what occurred in those two hours and how Eversource is now aware of what occurred.
b. Please explain why the crew ended work at 8 p.m. but billed until 10 p.m.

Response:

a. Based on the Company's review of the specified timesheets, there is no significant missing information within the "Work Distribution" section. The timesheets are not a contemporaneous record of every minute, task, or discrete activity undertaken by a crew in the course of performing its work. Nor is the timesheet the method by which the Company manages the crews or assures that the crew is working how and where the crews are supposed to be. The timesheets are used to document the time worked and general nature of the work performed. Timesheets are typically completed at the end of each workday, with time allotted to the major work assignments completed that day. Given the nature of storm restoration work, it would be impractical and inconsistent with the crews' primary responsibility of safely and efficiently restoring electric service to require personnel to contemporaneously record every minute task or discrete activity performed throughout the workday. The Company manages the crews through the oversight of the employee dispatching the crews and the External Field Resource Coordinator (EFRC), who is physically in the field with the crews, ensuring that the crews are properly engaged and assigned work to restore the system from storm damage. The linemen who are filling out the timesheets are primarily focused on ensuring that their crews are working safely in a dynamic environment that is full of potentially lethal hazards. The EFRC is the Company representative that is responsible for signing the timesheets and have personal knowledge of the work that the crews have performed and the activities the crews have engaged in, particularly in relation to the hours stated in boxes 24 and 25.

   Importantly, the crews are in "working" status for the entire duration of their shift – from start to finish. The Company does not compensate crews based on the specific restoration event to which they are assigned, nor are crews expected to be actively engaged in an "event" every

minute of their shift. Time must be allocated at the start and end of each day, as well as between restoration "events," to complete all necessary steps to ensure safe working conditions in the field. For the Resource Management Teams identifying the jobs and deploying crews and the EFRC, the critical focus is to follow procedures, keep the crews safe, and keep them moving efficiently throughout the working shift. In this context, there is no bright line that separates one event from another and neatly segmenting the day from an "event" perspective – all activities whether in preparation of, or "on the pole," are proper work activities that are undertaken during the work shift and will not be specified on the timesheet.

b. Please refer to subpart (a), above. Further, all contractor crews and non-Connecticut based Company employees working storm restoration in Connecticut are required to be lodged in hotel rooms. Prior to beginning their first job of the day, the crews eat a meal, conduct safety briefings, perform U.S. Department of Transportation mandated pre-trip inspections on their trucks, and restock trucks as necessary with material needed for their day. This takes time and the crews are methodical because they don't want to get out into the field without the right equipment or materials. The crews start the work shift by driving from their hotel rooms to the job site and depending on the availability of hotel rooms, that can add an additional 30 minutes or more. At the end of the last job of the day, the crews are required to clean up the job site, properly store all equipment and tools, eat a meal after performing physical labor all day in situations where the personal safety is continually at risk and often in unforgiving conditions; and drive back to the hotel rooms, which again, could be 30 minutes or more away from the jobsite. Therefore, intervals of time at the start and end of the work shift and between restoration "events" is an expected and necessary part of the work shift, for which the crews are paid. Within a work shift, the crews do not get paid differently for different types of work. Therefore, from a field perspective, the start and stop time is the critical data point for the timesheet.

Date Filed: September 28, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Consumer Counsel

Question:

(MS24E) Please refer to Exhibit ACCT-2(CLP-5A-02) (MS24E), p. 156. Box 12 indicates a total work time of 16 hours, but boxes 24 and 25 appear to total a maximum work time of 7 hours.

a. Was this crew on standby from 6 a.m. to 8 a.m.? If yes, please explain why this time was billed as work time and not standby time? If no, please explain what occurred in those two hours and how Eversource is now aware of what occurred.

b. Please explain why the crew ended work at 6 p.m. but billed until 10 p.m.

c. In boxes 25 and 25, there is a three-hour gap in work time (from 2 pm until 5 p.m). Please explain what the crew and vehicles did during that time and why it was billed as work time.

Response:

a. Based on the Company's review of the specified timesheets, there is no significant missing information within the "Work Distribution" section. The timesheets are not a contemporaneous record of every minute, task or discrete activity undertaken by a crew in the course of performing its work. Nor is the timesheet the method by which the Company manages the crews or assures that the crew is working how and where they are supposed to be. The timesheets are used to document the time worked and general nature of the work performed. Timesheets are typically completed at the end of each workday, with time allotted to the major work assignments completed that day. Given the nature of storm restoration work, it would be impractical and inconsistent with the crews' primary responsibility of safely and efficiently restoring electric service to require personnel to contemporaneously record every minute task or discrete activity performed throughout the workday.. The Company manages the crews through the oversight of the employee dispatching the crews and the External Field Resource Coordinator (EFRC), who is physically in the field with the crews, ensuring that the crews are properly engaged and assigned work to restore the system from storm damage. The linemen who are filling out the timesheets are primarily focused on ensuring that their crews are working safely in a dynamic environment that is full of potentially lethal hazards. The EFRC is the Company representative that is responsible for signing the timesheets and they have personal knowledge of the work that the crews have performed and the activities they have engaged in, particularly in relation to the hours stated in boxes 24 and 25.

Importantly, the crews are in "working" status for the entire duration of their shift – from start to finish. The Company does not compensate crews based on the specific restoration event to which they are assigned, nor are crews expected to be actively engaged in an "event" every minute of their shift. Time must be allocated at the start and end of each day, as well as between restoration "events," to complete all necessary steps to ensure safe working conditions in the field. For the Resource Management Teams identifying the jobs and deploying crews and the EFRC, the critical focus is to follow procedures, keep the crews safe, and keep them moving efficiently throughout the working shift. In this context, there is no bright line that separates one event from another and neatly segmenting the day from an "event" perspective – all activities whether in preparation of, or "on the pole," are proper work activities that are undertaken during the work shift and will not be specified on the timesheet.

b. Please refer to subpart (a), above. Further, all contractor crews and non-Connecticut based Company employees working storm restoration in Connecticut are required to be lodged in hotel rooms. Prior to beginning their first job of the day, the crews eat a meal, conduct safety briefings, perform U.S. Department of Transportation mandated pre-trip inspections on their trucks, and restock their trucks as necessary with material needed for their day. This takes time and the crews are methodical because they don't want to get out into the field without the right equipment or materials. The crews start the work shift by driving from their hotel rooms to the job site and depending on the availability of hotel rooms, that can add an additional 30 minutes or more. At the end of their last job of the day, the crews are required to clean up their job site, properly store all equipment and tools, eat a meal after performing physical labor all day in situations where their personal safety is continually at risk and often in unforgiving conditions; and drive back to their hotel rooms, which again, could be 30 minutes or more away from the jobsite. Therefore, intervals of time at the start and end of the work shift and between restoration "events" is an expected and necessary part of the work shift, for which the crews are paid. Within a work shift, the crews do not get paid differently for different types of work. Therefore, from a field perspective, the start and stop time is the critical datapoint for the timesheet.

c. Please refer to subparts (a and b) above.

Date Filed: September 28, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Consumer Counsel

Question:

(MS24E) Please refer to Exhibit ACCT-2(CLP-5A-02) (MS24E), p. 173-198. Much of the work on these invoices was performed more than a week after MS24E and later. Please explain how the Company verified all of the work was attributable to MS24E and not to another event.

Response:

Please refer to Exhibit ACCT-2 (CLP-5)(MS24E), Outside Line Contractors, at Line 117, Elite Flaggers LLC, in the amount of $750.

While the full invoice was included in Exhibit ACCT-2 (CLP-5A-02), only pages 181, and 182, contain charges related to flagging work performed for the MS24E event. These services were completed on March 11 and March 12, 2024, and are identified in the invoice as work associated with MS24E.

Date Filed: September 25, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Consumer Counsel

Question:

(MS24E) Please refer to Exhibit ACCT-2(CLP-5A-03) (MS24E), p. 8. Box 12 indicates 10 hours of work but boxes 24 and 25 tally to 9 hours of work (from 6:30 to 15:30). Please explain the discrepancy.

Response:

Based on the Company's review of the specified timesheets, there is no significant missing information within the "Work Distribution" section. The timesheets are not a contemporaneous record of every minute, task, or discrete activity undertaken by a crew in the course of performing its work. Nor is the timesheet the method by which the Company manages the crews or assures that the crew is working how and where they are supposed to be. The timesheets are used to document the time worked and general nature of the work performed. Timesheets are typically completed at the end of each workday, with time allotted to the major work assignments completed that day. Given the nature of storm restoration work, it would be impractical and inconsistent with the crews' primary responsibility of safely and efficiently restoring electric service to require personnel to contemporaneously record every minute task or discrete activity performed throughout the workday. The Company manages the crews through the oversight of the employee dispatching the crews and the External Field Resource Coordinator (EFRC), who is physically in the field with the crews, ensuring that the crews are properly engaged and assigned work to restore the system from storm damage. The linemen who are filling out the timesheets are primarily focused on ensuring that their crews are working safely in a dynamic environment that is full of potentially lethal hazards. The EFRC is the Company representative that is responsible for signing the timesheets and they have personal knowledge of the work that the crews have performed and the activities they have engaged in, particularly in relation to the hours stated in boxes 24 and 25.

Importantly, the crews are in "working" status for the entire duration of their shift – from start to finish. The Company does not compensate crews based on the specific restoration event to which they are assigned, nor are crews expected to be actively engaged in an "event" every minute of their shift. Time must be allocated at the start and end of each day, as well as between restoration "events," to complete all necessary steps to ensure safe working conditions in the field. For the Resource Management Teams identifying the jobs and deploying crews and the EFRC, the critical focus is to follow procedures, keep the crews safe, and keep them moving efficiently throughout the working shift. In this context, there is no bright line that separates one event from another and

neatly segmenting the day from an "event" perspective – all activities whether in preparation of, or "on the pole," are proper work activities that are undertaken during the work shift and will not be specified on the timesheet.

Date Filed: September 25, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Consumer Counsel

Question:

(MS24E) Please refer to Exhibit ACCT-2(CLP-5A-03) (MS24E), p. 9. Box 12 indicates 7 hours of work by boxes 24 and 25 tall only 5 hours 27 minutes work maximum (all entries start at 1500 to and the latest ends at 2027). Please explain the discrepancy.

Response:

Based on the Company's review of the specified timesheets, there is no significant missing information within the "Work Distribution" section. The timesheets are not a contemporaneous record of every minute, task, or discrete activity undertaken by a crew in the course of performing its work . Nor is the timesheet the method by which the Company manages the crews or assures that the crew is working how and where they are supposed to be. The timesheets are used to document the time worked and general nature of the work performed. Timesheets are typically completed at the end of each workday, with time allotted to the major work assignments completed that day. . Given the nature of storm restoration work, it would be impractical and inconsistent with the crews' primary responsibility of safely and efficiently restoring electric service to require personnel to contemporaneously record every minute task or discrete activity performed throughout the workday. The Company manages the crews through the oversight of the employee dispatching the crews and the External Field Resource Coordinator (EFRC), who is physically in the field with the crews, ensuring that the crews are properly engaged and assigned work to restore the system from storm damage. The linemen who are filling out the timesheets are primarily focused on ensuring that their crews are working safely in a dynamic environment that is full of potentially lethal hazards. The EFRC is the Company representative that is responsible for signing the timesheets and they have personal knowledge of the work that the crews have performed and the activities they have engaged in, particularly in relation to the hours stated in boxes 24 and 25.

Importantly, the crews are in "working" status for the entire duration of their shift – from start to finish. The Company does not compensate crews based on the specific restoration event to which they are assigned, nor are crews expected to be actively engaged in an "event" every minute of their shift. Time must be allocated at the start and end of each day, as well as between restoration "events," to complete all necessary steps to ensure safe working conditions in the field. For the Resource Management Teams identifying the jobs and deploying crews and the EFRC, the critical focus is to follow procedures, keep the crews safe, and keep them moving efficiently throughout the working shift. In this context, there is no bright line that separates one event from another and

neatly segmenting the day from an “event” perspective – all activities whether in preparation of, or “on the pole,” are proper work activities that are undertaken during the work shift and will not be specified on the timesheet.

Date Filed: September 25, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Consumer Counsel

Question:

(MS24E) Please refer to Exhibit ACCT-2(CLP-5A-03) (MS24E), p.10. The last two entries in box 23 state, “”on hold until released” and “travel to show up clean park trucks.”

a. At what location was the crew “on hold”?
b. To where did the crew travel in the last entry?

Response:

a. After this crew completed the final ticket at 14 Topstone Dr, Bethel, CT 06801, the Company instructed them to hold and wait for further instructions.

b. The crew’s initial AWC report was the Norwalk AWC located at 9 Tindall Ave, Norwalk CT, 06851.

Date Filed: September 25, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Consumer Counsel

Question:

(MS24E) Please refer to Exhibit ACCT-2(CLP-5A-03) (MS24E), p.26-27. The storm codes have been written over, but appear to have originally indicated the work was associated with MN24F. Please explain how the Company verified that the work should have been associated with MS24E and provide all supporting substantiation.

Response:

The storm code was corrected from MN24F to MS24E after the Company reviewed the crew's work assignment and determined that the work was performed in support of the MS24E restoration effort. The original entry was a tree crew personnel error. The Company Arborist verifies the correction using their personal crew assignment, scheduling, and operational knowledge, which confirmed the work was associated with MS24E. The revised timesheet reflects this correction and aligns the record with the appropriate storm event. The Company Arborist's signature is the verification the work was billed correctly.

Date Filed: September 25, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Consumer Counsel

Question:

(MS24E) Please refer to Exhibit ACCT-2(CLP-5A-03) (MS24E), p.32-37. 41-43, 50-55. These invoices indicated the work was for MN24E. Please explain how the Company verified that the work should have been associated with MS24E rather than MN24F and provide all supporting substantiation.

Response:

The Company was able to verify the work is associated with MS24E based on the dates and shifts of the crews worked. MN24E took place earlier in the month on March 6th, 2024, and MN24F started on March 9th, 2024. These invoices correspond to the start of the March 11th, 2024, event MS24E. These timesheets are for active storm response, so the work dates directly tied to the storm number.

Date Filed: September 25, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Consumer Counsel

Question:

(MS24E) Please refer to Exhibit ACCT-2(CLP-5A-03) (MS24E), p.38-40. The storm codes have been written over, but originally indicated the work was attributable to MN24E. Further, the correction on page 39 attributes the work to MS24D01. Please explain how the Company verified that the work should have been associated with MS24E and provide all supporting substantiation.

Response:

The Company Arborist was able to verify that the work should have been associated with storm code MS24E based on the dates the work was performed and the shifts worked by the crews operating under the Arborist's direction and supervision. The Arborist determines the appropriate storm code using Company storm event assignments, restoration communications, work scheduling records, crew assignment information, and the dates on which the work was completed. During storm response, crews and field personnel are assigned to a specific storm event, and all associated work is charged to the storm code designated by the Company. If a storm code discrepancy is identified, the Arborist or supervisor reviews the work dates, crew assignments, and storm event information and updates the invoice to reflect the correct storm code. In this instance, the Arborist reviewed the relevant records, confirmed that MS24E was the appropriate storm designation while reviewing the invoice, and signed the corrected invoice to document that determination.

Date Filed: September 28, 2026

Witness: John P. DiPaola-Tromba, Sean D. Redding and Jenna Turner
Request from: Office of Consumer Counsel

Question:

(MS24E) Please refer to Exhibit ACCT-2 (CLP-5A-03) (MS24E), p. 44-46. Page 44, attributes the work to MN24F and page 45, attributes the work to MN24E. Please explain how the Company verified that the work should have been associated with MS24E and provide all supporting substantiation.

Response:

From March 6 through March 13, 2024, the Company completed three separate storm restoration events (MN24E, MN24F, and MS24E). The vendor originally included two separate storm events on the timesheet (MN24F and MS24E), but the vendor employee mis-wrote MS24E as MN24E due to human error and close proximity of the storm events. The work associated with MN24F was removed from the timesheet and invoice and billed under a separate invoice; however, the note indicated in Exhibit ACCT-2(CLP-5A-03) (MS24E), page 44 (i.e. 204890 MORALES MN24F011), remained and was not removed. The Arborist approved the timesheet after the corrections and correctly charged it to the MS24E event.

Date Filed: September 28, 2026

Witness: John P. DiPaola-Tromba, Sean D. Redding and Jenna Turner
Request from: Office of Consumer Counsel

Question:

(MS24E) Please refer to Exhibit ACCT-2 (CLP-5A-03) (MS24E), p. 47-49. Page 47 attributes the work to MN24F and it is unclear if page 48 attributes the work to MN24F or MN24E. Please explain how the Company verified that the work should have been associated with MS24E and provide all supporting substantiation.

Response:

From March 6 through March 13, 2024, the Company completed three separate storm restoration events (MN24E, MN24F, and MS24E). The vendor originally included two separate storm events on the timesheet (MN24F and MS24E), but the vendor employee mis-wrote MS24E as MN24E, due to human error and close proximity of the storm events. The work associated with MN24F was removed from the timesheet and invoice and billed under a separate invoice; however, the note indicated in Exhibit ACCT-2 (CLP-5A-03) (MS24E), page 47 (i.e. 204889 MURRALES MN24F011), remained and was not removed. The Arborist approved the timesheet after the corrections and correctly charged it to the MS24E event.

Date Filed: September 28, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Consumer Counsel

Question:

(MS24E) Please refer to Exhibit ACCT-2 (CLP-5A-03) (MS24E), p. 69-71. The invoices indicate only "SAWC" and "Darien Yard." Please clarify if this crew was on standby throughout 3/11 and 3/12.

Response:

This individual referred to in Exhibit ACCT-2 (CLP-5A-03) (MS24E), pages 69-71, is providing contractor tree crew supervision and dispatching to support storm restoration. The contractor's supervisory personnel do not maintain records of specific crew dispatch locations during storm events because they are not personally responding to each work site. Their role is to supervise operations and dispatch the tree crews performing the work to locations identified through the Company's restoration process.

Date Filed: September 28, 2026

Witness: Amparo Nieto
Request from: Office of Consumer Counsel

Question:

(ACOSS) Refer to Exh. CLP-ACOS-1, regarding the Minimum System Study.

a. In a live, unlocked Excel format with all links and formulas intact, please provide the Company's Minimum System Study and all underlying workpapers and data.

b. What is the kW or kVA capacity of the minimum size equipment the Company used for each FERC account?

Response:

a. For a working Excel copy of the Company's Minimum System Study, please refer to OCC-728, Attachment 1, for Account 364; OCC-728, Attachment 2, for Account 365; OCC-728, Attachment 3, for Account 366/367; and OCC-728, Attachment 4, for Account 368.

b. Please refer to the following table for the requested information:

Account	Minimum Size		Load Carrying Capability
364	Primary	40' Class 2 Pole	N/A
	Secondary	35' Class 2 Pole	N/A
365	Primary	1/0 175mil ACSR AL conductor, separate neutral	220 A
	Secondary	1/0 TPX Overhead	195 A
366/367	Primary	#1 AL Primary UG (Neutral bundled in Cable)	155 A
	Secondary	4/0 3CT UG Secondary (Neutral bundled in Cable)	240 A
368	Overhead	1 PH 25 kV Overhead Transformer	41 A per leg (low side)
	Underground	1 PH 25 kV Overhead Transformer	41 A per leg (low side)

Date Filed: September 28, 2026

Witness: Amparo Nieto
Request from: Office of Consumer Counsel

Question:
(ACOSS) Refer to Exh. CLP-ACOS-1, Exh. CLP-ACOS-2, and Exh. CLP-RATES-1. In a live, unlocked Excel format with all links and formulas intact, please provide an alternate version of the ACOSS and of Table 1 under Exh. CLP-RATES-1, for each of the following scenarios:

a. In which FERC Accounts 364-368 are classified as 100% demand-related;
b. In which the primary distribution portion of FERC Accounts 364-368 are classified as 100% demand-related.

Response:

These scenarios conflict with, and do not reflect the use of, well-established methodologies that have been applied by the Company and approved by PURA. In response to this request, the Company is providing the results of the allocations requested under each scenario, and further has replicated the process in developing Table 1 in its Application to prepare an illustrative Table 1 for each scenario. The Company does not support or endorse these cost analyses or tables provided in response to parts a. or b.

a. Please refer to OCC-729, Attachment 1 CONFIDENTIAL, for the modified ACOS study with FERC Accounts 364-368 classified as 100% demand-related. The resulting unit costs are included in tab T.0 Summary Unit Costs.

Below is an illustrative Table 1 for this scenario:

Table 1: Rates of Return at Current and Proposed Rates

	Current Rates		Proposed Rates	
Rate Codes	Rate of Return	Class to Total	Rate of Return	Class to Total
Rate 1 & 7	1.2%	1.1	7.9%	1.0
Rate 5	-0.3%	-0.3	6.7%	0.9
Rate 18	-12.4%	-11.8	2.1%	0.3
Rate 27, 27A, 30, 30A & EV-S	3.8%	3.6	10.6%	1.4
Rate 29	-5.6%	-5.3	0.3%	0.0
Rate 35, 37 & EV-M	0.9%	0.8	7.8%	1.0
Rate 39	-4.4%	-4.2	0.5%	0.1
Rate 40	3.7%	3.5	10.5%	1.4
Rate 41	1.9%	1.8	8.7%	1.1
Rate 55	-1.2%	-1.1	5.1%	0.7
Rate 56 & EV-L	-0.1%	-0.1	5.6%	0.7
Rate 57	-2.2%	-2.1	4.0%	0.5
Rate 58	-1.1%	-1.0	4.7%	0.6
Rate 115	0.4%	0.4	6.1%	0.8
Rate 116 & 117	-5.6%	-5.3	0.6%	0.1
Rate 119	145.0%	137.8	147.2%	19.0
Total	1.05%	1.0	7.74%	1.0

b. Please refer to OCC-729, Attachment 2 CONFIDENTIAL, for the modified ACOS study with the primary distribution portion of FERC accounts 364-368 classified as 100% demand-related. The resulting unit costs are included in tab T.0 Summary Unit Costs.

Below is an illustrative Table 1 for this scenario:

Table 1: Rates of Return at Current and Proposed Rates

	Current Rates		Proposed Rates	
Rate Codes	Rate of Return	Class to Total	Rate of Return	Class to Total
Rate 1 & 7	0.9%	0.9	7.8%	1.0
Rate 5	-0.3%	-0.2	6.8%	0.9
Rate 18	-12.3%	-11.7	1.2%	0.2
Rate 27, 27A, 30, 30A & EV-S	4.2%	4.0	10.8%	1.4
Rate 29	-5.4%	-5.1	0.8%	0.1
Rate 35, 37 & EV-M	1.4%	1.3	7.9%	1.0
Rate 39	-4.4%	-4.2	0.6%	0.1
Rate 40	4.2%	4.0	10.7%	1.4
Rate 41	2.5%	2.3	9.0%	1.2
Rate 55	-1.0%	-0.9	5.4%	0.7
Rate 56 & EV-L	0.3%	0.3	4.2%	0.5
Rate 57	-2.1%	-2.0	4.2%	0.5
Rate 58	-0.8%	-0.8	5.1%	0.7
Rate 115	0.1%	0.1	5.6%	0.7
Rate 116 & 117	-5.7%	-5.4	0.5%	0.1
Rate 119	145.0%	137.8	147.2%	19.0
Total	1.05%	1.0	7.74%	1.0

Date Filed: September 28, 2026

Witness: Amparo Nieto
Request from: Office of Consumer Counsel

Question:

(ACOSS) Refer to Exh. CLP-ACOS-2. Using the most granular data available, please provide the following statistics for individual customer maximum demand for each customer class:

a. Minimum annual customer demand for the class

b. 25th percentile annual customer demand for the class

c. 50th percentile annual customer demand for the class

d. 75th percentile annual customer demand for the class

e. Maximum annual customer demand for the class

Response:

The approximate minimum, 25th percentile, 50th percentile, 75th percentile, and maximum demand for each rate class is shown in the table below. The kilowatt demand values presented in the table below are derived from a sample of monthly customer billing records for Test Year 2025.

Customer Demand (KW)	Rate Class													
	Rate 27	Rate 27A	Rate 30	Rate 30A	Rate 35	Rate 37	Rate 41	Rate 55	Rate 56	Rate 57	Rate 58	Rate EV-S	Rate EV-M	Rate EV-L
Minimum	0.0	0.0	50.0	0.0	0.1	0.0	0.0	0.0	0.0	12.6	7.2	0.0	0.5	134.4
25th Percentile	31.0	26.8	57.4	8.5	52.4	98.6	147.1	334.1	280.3	1003.3	841.0	6.8	100.0	436.0
50th Percentile	88.1	88.4	68.4	15.3	80.8	148.6	215.6	408.2	359.8	1198.6	1158.1	10.3	116.7	528.5
75th Percentile	148.5	152.7	88.4	29.4	108.9	197.8	309.3	531.7	464.6	1612.8	1662.3	20.7	147.4	645.8
Maximum	347.8	379.3	1370.9	197.3	283.8	411.8	774.1	988.6	1030.3	13162.8	13296.0	101.7	341.8	1301.8

Date Filed: September 28, 2026

Witness: Amparo Nieto
Request from: Office of Consumer Counsel

Question:

(ACOSS) Refer to Exh. CLP-ACOS-1. Please confirm that residential customers do not receive service at primary voltages.

Response:

This is confirmed. Residential customers who receive service under Rates 1, 5 or 7 are secondary voltage customers and do not receive service at primary voltage.

Date Filed: September 28, 2026

Witness: Amparo Nieto
Request from: Office of Consumer Counsel

Question:

(ACOSS) Refer to Exh. CLP-ACOS-1. Does the Company have the data needed to calculate customer-related unit costs separately for multi-family and single-family customers? If so, please provide the data and calculation in a live, unlocked Excel format with all formulas intact, including a breakdown of the costs by FERC account. If not, please specify what additional data would be necessary to perform the calculation.

Response:

The Company does not have the data to separately calculate customer-related unit costs for single vs multi-family customers.

Date Filed: September 28, 2026

Witness: Amparo Nieto
Request from: Office of Consumer Counsel

Question:

(MCOSS) Refer to Exh. CLP-MCOS-1, at 17-18. In a live, unlocked Excel format with all links and formulas intact, please provide the Company's probability of peak analysis and all underlying workpapers and data.

Response:

The Company's probability of peak analysis was performed with Python and therefore a workpaper is not available for computation of the probability of peak (PoP) analysis. However, the input data used in the Python code is included in OCC-733, Attachment 1.

Additionally, an explanation of the main steps followed in calculating the PoP in Python is provided below.

1. The sum of historical hourly Substation Loads from January 2022, to December 2025 across all the distribution substations provided by the Company were grouped by hour type, where each hour defined by month, hour beginning, and weekday vs. weekend/holiday.

2. For each historical year, each hourly load was divided by the average hourly load in that same year. This allows filtering out year-to-year customer growth impacts on load for comparable analyses across years. A delimiter based on the average of the four historical year ratios (for 2022-2025) of the maximum hourly load in the year to the same year's average hourly load was calculated. This ratio is used later in the analysis to determine a simulated hour's weight in the PoP calculation.

3. For each hour by day type and month, a Kernel Density Estimation was used to create representative distributions of future gross hourly distribution substation loads, which back into the PV impacts. In particular, the model simulated hourly load distributions 500 times using a truncated version of Gaussian Kernel density estimation (KDE). KDE with a gaussian kernel is a non-parametric method that forms a small probability density function (PDF). The final distribution for a given hour is obtained from adding the sum of these point-based PDFs.

4. To factor in the expected impact of BTM PV generation on near-term load profiles, the analysis considers the cumulative forecasted additions of BTM PV capacity in

Eversource's CT service area (based on ISO-NE projections through the mid-point of the period 2026 through 2031). Capacity factors from NREL's National Solar Radiation Database (NSRD) are then applied to annual BTM PV capacity forecasts to yield hourly PV generation projections. The hourly PV data for each hour type is then subtracted from the simulated hourly gross loads to yield hourly distribution net loads.

5. For a given hour and day type, any hour in the simulation with a load > delimeter calculated in step 2 is given a weight of 1 for PoP; other hours are given a weight of zero. The percent of hours of a given type with loads at or above the delimiter across the simulations provides a vector of hourly probabilities for each month. These hourly probabilities are divided by the sum of the probabilities across all hours such that they add up to 1. The resulting PoPs are stated by hour, day type and month.

Date Filed: September 28, 2026

Witness: Edward A. Davis and Kimberly R. Parsons
Request from: Office of Consumer Counsel

Question:

(Residential Customer Charge) Refer to Exh. CLP-RATES-2.13, and Exhibit CLP-RATES-1, at 17, which states "The Company completed the MRCC calculation, as provided in Exhibit CLP-RATES-2 2.13. This calculation produced a customer charge of $12.36 for Rate 1." Please explain why the value of $12.36 differs from the value of $11.09, as shown in row 65 of tab "Exh 2.13, 1 of 19."

Response:

Please refer to OCC-735, Attachment 1, for an updated version of the MRCC Exhibit shown in CLP-RATES-2.13.

In preparing this response, the Company discovered that when formatting the original document for filing purposes, one of the inputs to the calculation shown on page 12 of 19 was inadvertently deleted. The full corrected detail of the calculation of Current Income Tax is provided in OCC-735, Attachment 1, where the calculation begins on Line 18, with Total Gross Plant in Service in the amount of $577,005.

Date Filed: September 28, 2026

Witness: Edward A. Davis and Kimberly R. Parsons
Request from: Office of Consumer Counsel

Question:

(Residential Customer Charge) Refer to Exh. CLP-RATES-2.13, tab "Exh 2.13, 12 of 19" row 44. Refer also to Exh. CLP-RATES-2.13, tab "Exh 2.13, 1 of 19" row 65. Please explain why the total values on these rows differ.

Response:

The two values cited should be the same. In preparing the response to this data request, the Company identified three corrections that need to be made in the MRCC Exhibit shown in CLP-RATES-2.13:

1. In preparing this response, the Company discovered that when formatting the original document for filing purposes, one of the inputs to the Current Income Tax calculation shown on Page 12 of 19 was inadvertently deleted. The calculation should begin on Line 18 with Total Gross Plant in Service in the amount of $577,005. The omission of this figure reduced the following figures now shown on Page 1 of 19: Current Income Taxes (Line 61), Gross Receipts Tax (Line 62), Total Taxes (Line 64) and the total MRCC (Line 66).

2. The Total Accumulated Depreciation shown on Page 12 of 19 should have been a negative value in the calculation. This change reduces the Total Rate Base.

3. Page 1 of 19 omitted Account 935 in the amount of $4,000. The impact to the MRCC charge is small ($0.00031 per month), however, for the revenue requirement shown on Page 1 to match the revenue requirement shown on Page 12, it must be included.

The result of the changes detailed above reduces the calculated MRCC to $11.62 per month from the $12.36 per month figure shown in the Company's initial filing. Please refer to OCC-735, Attachment 1, for an updated version of the MRCC Exhibit shown in CLP-RATES-2.13.

Date Filed: September 28, 2026

Witness: Edward A. Davis and Kimberly R. Parsons
Request from: Office of Consumer Counsel

Question:

(Residential Customer Charge) Refer to PURA's December 20, 2017 Decision in Docket No. 17-01-12, page 35, which states that the "Authority will operate on the rebuttable presumption that costs in Accounts 920, 921, and 923 are excluded from the MRCC calculation," and defines specific requirements that EDCs must satisfy in order to include these costs in the MRCC calculation. Please provide the justification for inclusion of these costs, including supporting documentation and workpapers.

Response:

Please refer to PURA's April 18, 2018 Decision in Docket No. 17-10-46, page 33, where PURA determined that Eversource was allowed to include a portion of Accounts 920, 921 and 923 in its MRCC calculation:

> The Authority recognizes that Eversource is structured in such a way that certain labor is performed and expenses are incurred by the Service Company and then shared among the Eversource Companies including CL&P. The Company provided sufficient documentation that costs attributed to FERC Accounts 920, 921, 923 and 930 are directly related to the statutory functions and are thereby includable in the MRCC calculation. The Company also stated that it is part of the Eversource family of companies (Service Company) and relies on the Service Company for a certain amount of labor and expenses that directly support the Statutory Functions. Supplemental TRP Testimony, pp. 7 and 8.

In the Supplemental TRP Testimony, the Company wrote:

> Q. What is the rationale for including the A&G FERC Accounts in the calculation of MRCC?
>
> A. As described during hearings in Docket No. 17-01-12, the labor for many employees who work to support at least one of the four MRCC functions for the Service Company (as opposed to the Company directly), is recorded to FERC Account 920. It is vital to capture these costs since they represent real and significant cost responsibility to the Company for labor that is incurred to support includable functions. The exclusion of these costs not

only contradicts the Statute but is also inconsistent with the Decision. As described in discovery responses and direct testimony in Docket 17-01-12, because the Company is part of the Eversource family of companies and relies on the Service Company for a certain amount of labor and expenses that directly support the Statutory defined functions, they should be included in the MRCC calculation. Many of these costs, however, are allocated to CL&P through Service Company charges to Account 920. In fact, the existence of the Service Company configuration allows Eversource to provide the benefits of economies of scale to ratepayers such that the allocated costs to ratepayers is lower than what otherwise would be incurred and allocated on a stand-alone Company basis. It would be inconsistent with the Statute for the Authority to exclude these costs because they arise from the Service Company configuration and in fact, that structure provides great benefit to ratepayers.

The Company also believes that since the Office Supplies Expense (FERC Account 921), is allocated to the customer component based on Overhead, it should also be included in the MRCC since Overhead is a direct assigned component based on includable CCCs.

For Outside Services expense, the Company utilized the Distribution Plant allocator which is the same methodology used to allocate costs in the Test Year COSS, however, it was updated to only reflect includable MRCC plant.

The Company applied the methodology approved in the Company's last case when preparing the MRCC calculation shown in Exhibit CLP-RATES-2.13.

Date Filed: September 28, 2026

Witness: Edward A. Davis and Kimberly R. Parsons
Request from: Office of Consumer Counsel

Question:

(Residential Customer Charge) Refer to PURA's December 20, 2017, Decision in Docket No. 17-01-12, pages 35-36, which states that "The Authority finds that costs in Accounts 922, 928, 930, and 931 are outside of the statutory functions and are excluded from the MRCC calculation." Please explain why the Company has included costs in Account 930 in the calculation of the MRCC.

Response:

Please refer to PURA's April 18, 2018, Decision in Docket No. 17-10-46, page 33, where PURA determined that Eversource was allowed to include a portion of Account 930 in its MRCC calculation:

> The Authority recognizes that Eversource is structured in such a way that certain labor is performed and expenses are incurred by the Service Company and then shared among the Eversource Companies including CL&P. The Company provided sufficient documentation that costs attributed to FERC Accounts 920, 921, 923 and 930 are directly related to the statutory functions and are thereby includable in the MRCC calculation.
>
> The Company also stated that it is part of the Eversource family of companies (Service Company) and relies on the Service Company for a certain amount of labor and expenses that directly support the Statutory Functions. Supplemental TRP Testimony, pp. 7 and 8.

In the Supplemental TRP Testimony, the Company wrote:

> Q. What is the rationale for including the A&G FERC Accounts in the calculation of MRCC?
>
> A. As described during hearings in Docket No. 17-01-12, the labor for many employees who work to support at least one of the four MRCC functions for the Service Company (as opposed to the Company directly), is recorded to FERC Account 920. It is vital to capture these costs since they represent real and significant cost responsibility to the Company for labor that is

> incurred to support includable functions. The exclusion of these costs not only contradicts the Statute but is also inconsistent with the Decision. As described in discovery responses and direct testimony in Docket 17-01-12, because the Company is part of the Eversource family of companies and relies on the Service Company for a certain amount of labor and expenses that directly support the Statutory defined functions, they should be included in the MRCC calculation. Many of these costs, however, are allocated to CL&P through Service Company charges to Account 920. In fact, the existence of the Service Company configuration allows Eversource to provide the benefits of economies of scale to ratepayers such that the allocated costs to ratepayers is lower than what otherwise would be incurred and allocated on a stand-alone Company basis. It would be inconsistent with the Statute for the Authority to exclude these costs because they arise from the Service Company configuration and in fact, that structure provides great benefit to ratepayers. […] The last A&G FERC Account the Company included in the MRCC is the Misc. General Expense (Account 930). Although PURA identified this account as excluded from the calculation, the Company still believes that because the Overhead allocator used (which is based on directly assigned labor) the expense using that allocator should be included in the MRCC calculation.

The Company applied the methodology approved in the Company's last case when preparing the MRCC calculation shown in Exhibit CLP-RATES-2.13.

Date Filed: September 28, 2026

Witness: Amparo Nieto
Request from: Office of Consumer Counsel

Question:

(ACOSS) Refer to Exh. CLP-ACOS-1 regarding the minimum distribution study. Refer also to PURA's October 28, 2025, Decision in Docket No. 24-10-04, pages 198-199, which states in part that "the minimum system's load-carrying capacity should be considered when allocating residual demand-related costs."

a. Please explain whether the Company considered the minimum system's load carrying capacity when allocating demand-related costs. If yes, please provide the workpapers, including assumptions, used for this calculation.
b. Please provide the Rate Year load-carrying capacity adjustments in a similar format to Table 81 on page 199 of the Decision in Docket No. 24-10-04.

Response:

a. The Company did not adjust the Minimum System calculations to revise the demand classification percentage based on the minimum system carrying capability. The ACOS study relies on the traditionally applied MDS approach as applied in prior rate cases and as per the NARUC Manual. The minimum cost is treated as purely customer-related, expressed as a percentage of total asset costs and allocated to all customer classes in the ACOSS on the basis of total customer numbers in the class.

   While the Company recognizes that each minimum sized asset has some level of load carrying capacity, the adjustment of demand allocations based on unrealized demand would effectively skew the allocation results towards the commercial and industrial classes. These classes use transformers with larger economies of scale and therefore have a lower per kVA cost relative to the smaller transformers. The load carrying capacity method, as ordered in the UI rate case decision, essentially is prone to shift costs to customer classes with lower customer numbers but also with a lower per-kW of transformer capacity because it assumes that the same per-kVA cost applies to every kW of NCP across the board.

   If the objective of the proposed refinement to the MDS is to more precisely allocate the cost of FERC accounts 365-368 local facilities by customer class, to take into account specific tradeoffs between the cost drivers of investment for each customer classes, a superior approach would be to rely on the results of the marginal cost study as per the class

local facilities per-kW marginal cost differentials, which is also stated in today's dollars, and applying those class weighting factors to the embedded plant cost allocation.

The MDS method is meant to apportion a connection cost that does not change with customer's demand, and any variants of this method intended to reduce any implied misallocation may create other unintended misallocations. The net impact is highly specific to the minimum system study inputs and Company's configuration used by each utility. The impact for the Residential class is likely to be small on a per customer basis but could potentially be material on the commercial and industrial customers who have a higher demand per customer and may already have been allocated a demand-share of the total FERC account in excess of the underlying per cost contribution on a per customer basis.

b. The Company has not performed such analysis and calculations.

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.

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.

Date Filed: September 28, 2026

Witness: Jared A. Lawrence
Request from: Office of Consumer Counsel

Question:

(AMI) Refer to Exhibit CLP-AMI-2 regarding both quantitative and qualitative benefits. Please provide a rough estimate of how the benefits resulting from AMI meters might be classified (in terms of providing benefits that are customer-related, demand-related, or energy-related). For example, would the Company expect that approximately 50% of the benefits could be considered customer-related, 25% as energy-related, and 25% as demand-related? Please explain.

Response:

The table below is derived from the benefits calculations detailed in Exhibit CLP-AMI-3 and illustrates that 83% of the quantifiable benefits are "customer-related," 11% are "energy-related," and 6% are "demand-related."

	Nominal		Customer	Energy	Demand
	($M)		83%	11%	6%
Total AMI Benefit	**$2,713.7**		**$ 2,249.37**	**$312.05**	**$152.30**
Meter Reading	$50.8	Customer (cost reduction)	$ 50.82		
Avoided Meter Capital	$343.9	Customer (cost reduction)	$ 343.93		
Remote Account Connect/Disconnect	$77.5	Customer (cost reduction, customer experience)	$ 77.55		
No Trouble Found Calls Reduction	$13.0	Customer (cost reduction, customer experience)	$ 13.01		
System Costs Avoidance	$393.8	Customer (cost reduction)	$ 393.78		
Volt/VAR Optimization (VVO)	$409.0	Energy & Demand		$265.10	$143.90
Carbon Reduction	$441.3	Customer (cost reduction)	$ 441.34		
Asset Optimization	$169.2	Customer (cost reduction)	$ 169.21		
Advanced Engineering Analysis	$88.5	Customer (cost reduction)	$ 88.54		
Avoided Connectivity Survey	$16.8	Customer (cost reduction)	$ 16.82		
Improved Restoration - Significant Storms	$363.2	Customer (cost reduction, customer experience)	$ 363.22		
Improved Restoration - Blue Sky	$5.7	Customer (cost reduction, customer experience)	$ 5.74		
Reduced Bad Debt	$188.7	Customer (cost reduction)	$ 188.70		
Reduced Theft and Non-Technical Line Loss	$39.6	Customer (cost reduction)	$ 39.63		
Reduced Soft Close Loss	$57.1	Customer (cost reduction)	$ 57.07		
Time of Use /Time Varying Rates	$55.4	Energy & Demand		$ 46.95	$ 8.40
Customer Targeting for Incentives	$0.0	Customer (cost reduction, customer experience)	$ -		
Improved Reliability	$0.0	Customer (cost reduction, customer experience)	$ -		
Billing Accuracy and Timelines	$0.0	Customer (cost reduction, customer experience)	$ -		

By definition, the unquantified benefits are not included in this analysis; however, they are categorized qualitatively below:

- Outage Restoration Notifications – Customer
- More Accurate Load Profiles – Customer
- Validate Resilience and Reliability Measures – Customer
- Integrating AMI Data with System Operations Center – Customer, Energy, Demand
- Public Safety and Downed Wires – Customer
- Shared AMI Systems Across Affiliates – Customer
- Detailed Billing Data and Notifications – Customer
- Load Disaggregation – Customer