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Vincent P. Pace
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August 31, 2026

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

Re: Docket No. 25-12-13, Application of the Connecticut Light and Power Company d/b/a Eversource Energy for Order to Securitize 2018-2023 Catastrophic Storm Costs,

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

Dear Attorney Gaudiosi:

The Connecticut Light and Power Company d/b/a Eversource Energy ("CL&P" or the "Company") respectfully submits this filing in Docket Nos. 25-12-13 and 26-05-10, in compliance with Order Nos. 1 and 2 of the Decision in Docket No. 25-12-13, issued on July 29, 2026 (the "Docket No. 25-12-13 Decision"), by the Public Utilities Regulatory Authority ("PURA").

Order No. 1 states:

> No later than August 31, 2026, the Company shall submit in Docket No. 26-05-10, an updated storm deferral balance calculating the catastrophic storm reserve accruals starting January 1, 2024, and through at least the start of the Company's proposed rate year as specified in that proceeding, as discussed in Section III.H, Catastrophic Storm Costs Reserve Accruals.

Order No. 2 states:

> No later than August 31, 2026, the Company shall submit documentation clarifying its policies governing the transition from standby status to emergency response work status as discussed in Section III.F.3.e, Standby Billing for Labor. The documentation shall demonstrate that vendor instructions, contractual provisions, and billing practices are applied consistently. The Company may request an extension to this order, but any such request must be accompanied by a status report, including scope of contractual amendments necessary and a proposed timeline for completion of those amendments.

The Company submits the attached compliance filing in fulfilment of the above-quoted directives. If there are any questions regarding this filing, please do not hesitate to contact me.

Very truly yours,

Vincent P. Pace

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

Attachments
cc: Service list

In Order No. 1 of its Docket No. 25-12-13 Decision, PURA directed the Company to file, in Docket No. 26-05-10, no later than August 31, 2026, an updated storm deferral balance. Order No.1 specifies that this balance should calculate catastrophic storm reserve accruals beginning January 1, 2024, and continuing through at least the start of the Company's proposed rate year as specified in Docket No. 26-05-10 (Docket No. 25-12-13 Decision, at 120, 144).

In compliance with Order No. 1, the Company is providing Attachment "DN 25-12-13_Order No. 1 Compliance." This attachment calculates customer-funded reserve accruals for the period from January 2024 through the start of the Company's proposed rate year in Docket No. 26-05-10 (July 1, 2027).

I. Introduction

In its Docket No. 25-12-13 Decision, PURA found that the record did not provide a clear and consistent explanation of when contractor crews transition from standby status to emergency response work status (Docket No. 25-12-13 Decision, at 87). Specifically, PURA referenced certain inconsistencies regarding CL&P's administration of standby and emergency response working rates, while concluding that the evidence was insufficient to determine and extrapolate the extent of any resulting overbilling across all storm events (id. at 89). Instead, in Order No. 2, PURA directed the Company to file documentation clarifying its policies governing the transition from standby status to emergency response work status (id. at 144). Order No. 2 specifies that the documentation must demonstrate vendor instructions, contractual provisions, and billing practices are applied consistently (id.).

This filing is CL&P's submission in compliance with Order No. 2 and is organized into two principal sections. First, the Company explains when contractor crews transition from standby status to emergency response work status, providing the overarching policy framework necessary to clarify how standby and working time are determined. Second, the Company describes the steps it has taken to ensure that both internal personnel and external contractors understand and consistently comply with that policy, including the applicable contractual and operational requirements.

II. Policy Governing the Transition from Standby Status to Emergency Response Work Status

Contractor time during an emergency restoration event is categorized according to the crew's status and involvement in the response effort. The Company informs contractor crews of their status via work tickets, job assignments, staging instructions, or similar directives. The primary difference between Standby Time and Emergency Response Working Time is whether

the crew has been activated and placed under Eversource's direction to perform, support, or remain prepared to perform restoration work. However, the distinction between standby time and work time must first be understood within the broader context of all contractor time, which is typically divided into three categories: (1) travel, (2) standby, and (3) working time.

1. Travel Time

Travel Time applies when a contractor crew is mobilizing to or demobilizing from an event but has not yet been activated for Emergency Response Work. During this period, the crew is compensated at the applicable travel rate. For mobilization, Travel Time concludes when the crew arrives at its designated reporting location or when CL&P instructs the crew to immediately begin restoration activities, whichever occurs first.

2. Standby Time

Standby Time applies once a crew has been mobilized and is requested to remain available but has not yet been activated for Emergency Response Work. Typically, Standby occurs at a designated location, such as a hotel or the crew's usual reporting site, and does not include designated rest periods. Standby Time ensures crews are ready for deployment while the Company determines when and where their services will be required. For instance, CL&P may instruct a crew to report to a hotel at 8:00 p.m. ahead of an approaching storm and remain there until their scheduled rest period. The period between arrival and the start of the rest period would generally be considered Standby Time if the crew has not yet been activated for Emergency Response Work.

Standby Time may last longer than anticipated if conditions, such as severe weather or travel delays, require crews to arrive at a hotel or other designated location well before their scheduled shift. Simply being present in the service territory or at a hotel does not, on its own, change Standby Time to Work Time.

In brief, Standby Time chiefly covers the interval between mobilization and deployment, and, where applicable, the period after active work is completed while the crew remains at a designated location awaiting demobilization. Standby Time does not include periods when a crew has been activated and is engaged in the emergency response.

3. Emergency Response Working Time

Emergency Response Working Time starts when CL&P activates the crew and instructs them to begin or support Emergency Response Work. Activation may be communicated through a work ticket, job number, staging or pre-positioning instruction, or similar directive. Notably, Work Time does not require the crew to be continuously performing physical repairs. Once activated, the crew remains in Work Time if it is engaged in or dedicated to the emergency restoration effort under CL&P's direction. Accordingly, Work Time includes activities such as:

- Traveling from a hotel or other reporting location to an assigned job or staging location;
- Traveling between assigned work locations;
- repositioning personnel, vehicles, and equipment at CL&P's direction;
- Obtaining, preparing, or moving materials and equipment for assigned restoration work;
- Performing physical restoration and repair work;
- Performing activities necessary to support restoration work; and
- Remaining at a work or staging location in a readiness status while awaiting the next assignment, where the crew remains under Eversource's direction and is expected to be available for immediate deployment.

Periods when a crew waits for a specific assignment do not automatically revert to Standby Time. Once activated, the crew remains in Work Time, as it is dedicated to the emergency response and not free to disengage from the effort.

4. When the Transition Occurs

The transition from Standby Time to Emergency Response Working Time occurs when CL&P activates the crew and directs them to begin participating in emergency response activities. For example, if a crew arrives at a hotel at 4:00 p.m. because Eversource requires them to be in the area ahead of an expected storm, and they remain at the hotel awaiting deployment without being activated, the time from 4:00 p.m. until the designated rest period is considered Standby Time. The next morning, suppose Eversource instructs the crew to leave the hotel at 6:00 a.m. and report to a designated staging area or assigned job. This marks the crew's activation for Emergency Response Work, with Work Time beginning at 6:00 a.m. Travel from the hotel to the staging area or job location is considered Work Time, as it is part of their active emergency response duties. Similarly, if damage has already been identified and CL&P gives the crew a work ticket or job number directing them to a specific location, that assignment and direction signal the transition to Work Time.

The same principle applies when the Company pre-positions crews before any damage has occurred. A crew may be instructed to leave its hotel and report to a designated staging location in anticipation of restoration needs. Even without a specific repair assignment, once activated and directed to the staging location, the crew ***is*** performing Emergency Response Work. Their travel, staging, and readiness under CL&P's direction all qualify as Work Time.

The difference between Standby Time and Work Time can be synthesized into the following general rule:

> Standby Time is the period during which a mobilized crew is available for deployment but has not yet been activated for Emergency Response Work. Work Time begins when Eversource activates the crew and directs it to perform, support, or remain ready for Emergency Response Work, and Work Time continues while the crew remains dedicated to the emergency response, subject to applicable rest periods and demobilization.

This general rule aligns with how external crews are deployed during emergency events. Standby is typically a brief period tied to mobilization prior to deployment, or, when relevant, demobilization. Once a crew is activated and departs from its hotel or reporting location for emergency response, it generally remains in Work Time throughout its assignment—including travel, repositioning, staging, and readiness between restoration tasks.

III. Implementation of Policy Governing Standby and Emergency Response Work Status

The Company has implemented a comprehensive set of measures to ensure that both its personnel and external contractors understand, apply, and consistently comply with the policy governing the transition from standby time to work time. These initiatives address the issue at several stages of the emergency-response process: contractual requirements set the standard, contractor training and onboarding reinforce this standard, and Field Resource Coordinators ("FRCs") provide an additional check on the accuracy of reported time.

First, the Company standardized and clarified its contractual requirements. In 2024, CL&P conducted a comprehensive review of the contracts used for Emergency Response Work and found multiple forms of contracts in use to secure outside resources. Consequently, the Company consolidated storm-response contractors under a single standardized contract to promote greater consistency and administrative efficiency. As part of this initiative, the Company also reviewed and refined the definition of standby time. The revised definition now more clearly specifies when standby rates apply and has been incorporated into the new standardized contract. The Company's new standardized contract is attached as Exhibits 1(a) and 1(b).

The revised definition offers significantly greater clarity regarding when standby time applies. Specifically, it now details the required crew location while awaiting a Work Release, mandates approval and direction to standby through the ERSG Hiring Email, states the applicable

standby rate, and addresses situations where a Work Release is not issued.

CONTRACT DEFINITION OF STANDBY	
Former Definition	**Refined Definition**
"On Call - Standby Rates" (Home/Hotel) are paid at Standby Rate per hour for personnel; and 50% of Equipment Rates. Standby Rates are set forth in the attached Schedule A. Contractor shall be directed in the ERSG hiring email when standby hours are in effect. Standby Rates are only in effect when approved by ERSG.	"On Call - Standby Rates" (Home Location/Hotel) **shall be utilized for Crews who are awaiting a Work Release at their Home Location/Hotel and have been approved and directed as such by the ERSG Hiring Email**. Crews shall be paid at the On Call - Standby Rate per hour and allows for 50% of Equipment Rates, as set forth in the attached Schedule A. **In the event a Work Release is not given Crews shall be awarded 4 hours to be charged at the On Call - Standby Rate**.

Second, the Company reinforces its policies directly with its external contractors. At the October 2025 contractor summit, the Company addressed operational requirements for contractor timekeeping and invoicing. Contractors received instruction on completing crew rosters and timesheets, submitting invoices, and identifying and correcting common errors and discrepancies. The Company also communicated changes to contractual requirements governing standby time. This training ensures that contractors understand both the contractual standards and the practical steps needed for accurate timekeeping and billing.

The Company remains committed to continuing to reinforce these requirements. At the October 2026 contractor summit, the Company will again emphasize the distinction between standby and work time, along with the associated timekeeping requirements. Ongoing training ensures that these standards are not just incorporated into contracts but are fully understood and consistently applied by contractors performing emergency-response work.

Third, the Company has implemented a verification process utilizing its FRCs. As explained in Docket No. 25-12-13, CL&P assigns dedicated FRCs to oversee contractor crews, monitor activities, and verify timesheet accuracy in the field. FRCs are trained to observe

contractor work, review and sign timesheets, and attest to the accuracy of reported hours. Their direct field observation enables effective comparison between work performed and the hours contractor's record. This process adds a critical layer of oversight because reported time is subject to review by Company-designated personnel with direct knowledge of the crews' activities.

The Company primarily relies on its own personnel to act as FRCs but it supplements these resources with external personnel during major storm events when needed. External FRCs are sourced through BHI, a national general contractor, and these external resources are independent of the restoration contractors whose time they oversee. As members of the Company's Resource Acquisition Team, external FRCs receive the same training on timesheet completion, review, and FRC responsibilities as internal staff. Thus, the same verification process is maintained regardless of whether the FRC is internal or external.

Fourth, the Company emphasizes accurate timekeeping requirements when engaging contractors for emergency events. The hiring email to external contractors outlines the applicable requirements, which are further reinforced during onboarding for emergency-response work. Contractors receive specific guidance on the importance of complete and accurate timesheet information. These communications serve as timely, event-specific reminders before contractors begin their assignments.

Collectively, these measures create a multi-layered framework that not only clarifies the distinction between standby and work time but also ensures its consistent application and oversight of contractor reporting. The Company has standardized contract language, clarified when standby time applies, trained contractors on these requirements, instructed FRCs on their roles, and established a process for direct review and attestation of contractor timesheets by field personnel. This combination of contractual, training, onboarding, and field-level verification controls delivers

robust safeguards against misinterpretation or inconsistent application of the standby-to-work transition.

IV. Conclusion

The Company has taken substantial and meaningful steps to clarify its policy governing the transition from standby status to emergency response work status and to promote awareness, understanding and compliance with that policy. At the same time, the Company recognizes that effective compliance is an ongoing process. Accordingly, CL&P remains committed to evaluating the effectiveness of its existing practices, identifying opportunities for enhancement, and implementing improvements where appropriate.