Date Filed: November 03, 2026

Witness: Brendan J. O'Brien, Garrett J. Murray, Leanne M. Landry, Warren R. Boutin, and Jeffrey D. Turano
Request from: ALLCO

Question:

(Follow-up to ALLCO-108 and ALLCO-004 ─ refund liabilities.) The Company confirms (ALLCO-004) that a refund obligation determined on final accounting "is recorded as a liability on the Company's books until the payment is issued," but did not answer subparts (a), (b), or (d) of ALLCO-108. For refund obligations to interconnection customers generally (not limited to Allco or its affiliates), state: (a) the FERC account and sub-account in which such liabilities are recorded; (b) the balance of computed but unpaid interconnection refunds at the end of each year 2019 through 2025 and at the most recent month-end; (c) whether and where that balance is reflected in the Test Year and Rate Year balance sheet, rate base, cash working capital, or lead-lag study in this docket; (d) the Company's policy and standard timeline for paying a computed refund, by reference to Section 5.3.2 of the Interconnection Agreement and any internal procedure, and the person by title who authorizes payment; and (e) a schedule, in native format and with customers other than Allco anonymized, of each interconnection refund computed from January 1, 2017 to the present, showing the date computed, the amount, the date paid, and the amount outstanding.

Response:

CL&P objects to this request on the ground that it is an improper effort by Allco to use this rate case proceeding to obtain discovery for purposes of a lawsuit that it filed against the Company on August 10, 2026, in the United States District Court for the District of Connecticut (Civil Action No. 3:26-cv-1277), outside of and in contravention of the rules of procedure that govern discovery in that lawsuit.

CL&P further objects to this request on the ground that it is not within the scope of the proceeding to review the Company's application to amend its existing rates schedules because the interrogatory either seeks information specific to Allco projects or seeks information that Allco views as relevant to its specific projects.

Without waiving said objections, the Company responds as follows:

a. Please refer to the Company's response to ALLCO-001[i] for the FERC accounts.

b. Please refer to the above-stated objections.

c. Please refer to the Company's response to ALLCO-157[ii], sub part (d), where these balances are addressed.

d. The PURA-approved form of Interconnection Agreement requires that a refund be issued within thirty (30) days of the provision of the final accounting report. Unless the refund is the subject of a dispute, Eversource issues the refund in accordance with the Interconnection Agreement.

e. Please refer to the above-stated objections.

Prior Referenced Responses:

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[i] ALLCO-001 Question:

Identify each FERC account in which the Company records CIAC and other amounts collected from interconnection customers for interconnection studies, upgrades, and overheads, and state the balance in each such account at the end of each year 2018 through 2025 and as of the most recent month available.

ALLCO-001 Response:

CL&P objects to this request on the ground that it is an improper effort by Allco to use this rate case proceeding to obtain discovery for purposes of a lawsuit that it filed against the Company on August 10, 2026, in the United States District Court for the District of Connecticut (Civil Action No. 3:26-cv-1277), outside of and in contravention of the rules of procedure that govern discovery in that lawsuit. Without waiving said objection, the Company records CIAC activity from interconnection customers to FERC Account No. 252500. The table below summarizes the end of year balance in FERC Account No. 252500 from 2018 through June 2026.

Year	Balance
December 2018	($5,569,769)
December 2019	($5,038,280)
December 2020	($9,076,090)
December 2021	($25,399,399)
December 2022	($11,263,859)
December 2023	($7,796,182)
December 2024	($10,334,276)
December 2025	($23,605,408)
June 2026	($28,277,769)

[ii] ALLCO-157 Question:

(Follow-up to OCC-676 and ALLCO-059 — customer advances and interconnection deposits.) OCC-676 states that the Company has excluded customer advances from rate base since Docket No. 14-05-06 because "they are refundable

and the Company does not have use of these dollars." ALLCO-059 states that Account 252500 held ($28,277,769) of interconnection customers' payments at June 30, 2026. (a) State whether the funds recorded in Account 252500 and in any other customer-advance or CIAC-deposit account are held in a segregated or escrow account or are commingled with the Company's general funds, and identify the account(s) and institution(s). (b) If commingled, state whether those funds are available to and used by the Company for working capital, construction, or any other purpose pending final accounting, and reconcile that use with the statement that the Company "does not have use of these dollars" and with OCC-677, which attributes the increase in customer advances since December 2025 to $14.5 million received from five NB-12 line-extension customers for projects that "are currently in construction." (c) State whether any interest is paid or credited to interconnection customers on advances held pending final accounting or refund, and the tariff, agreement, or policy provision governing it. (d) State whether customer advances and CIAC deposits are reflected in the Company's cash working capital or lead-lag analysis in this Application and, if so, where; if not, explain why customer funds held for months or years are excluded from the working-capital determination. (e) Produce the Company's response to OCC-072 in Docket No. 14-05-06 and identify the page of the Final Decision in that docket on which the Company relies.

ALLCO-157 Response:

a. Please refer to the Company's responses to ALLCO-001i, ALLCO-002ii, and ALLCO 004iii.

b. Please refer to the Company's response to subpart (a) and OCC-935iv. The Company keeps enough cash on hand in order to refund customer advances if/when they come due.

   For primary extensions and modifications under PURA-approved New Business Policy NB-12 ("NB-12 Policy"), a customer may make the required advance payment to the Company via wire transfer or letter of credit. For advance payments made via wire transfer, per the NB-12 Policy, the Company credits advances to:

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1D	349	25201

The Company also authorizes refunds, when appropriate, charging to this same account. This advance payment is refunded in full, without interest, when the extensions and modifications are considered by the Company to have been put into full use.

c. The PURA-approved Interconnection Guidelines and form of Interconnection Agreement do not authorize the payment of interest on final accountings that result in an Overpayment to be refunded to the interconnecting customer, and the PURA-approved NB-12 Policy states that advances will not accumulate interest.

d. Customer advances and CIAC deposits are not reflected within the Company's cash working capital or lead-lag analysis.

e. The relevant language from the Company's response to OCC-072 in Docket No. 14-05-06 is provided in the Company's response to OCC-676v. Monthly balances of customer advances between 2009 and 2014 are not relevant to the instant proceeding. To answer the remainder of the subpart, OCC-072 stated, in relevant part "The Company has not included customer advances in the test year or rate year as they are refundable and the Company does not have use of these dollars." The Final Decision in Docket No. 14-05-06 did not comment on the treatment of customer advances.