STATE OF CONNECTICUT

PUBLIC UTILITIES REGULATORY AUTHORITY

APPLICATION OF THE CONNECTICUT LIGHT AND POWER COMPANY D/B/A EVERSOURCE ENERGY FOR ORDER TO SECURITIZE 2018-2023 CATASTROPHIC STORM COSTS	:	**DOCKET NO. 25-12-13**
APPLICATION OF THE CONNECTICUT LIGHT AND POWER COMPANY D/B/A EVERSOURCE ENERGY TO AMEND ITS RATE SCHEDULES	:	**DOCKET NO. 26-05-10**
	:	**AUGUST 31, 2026**

MOTION TO APPROVE COMPLIANCE WITH ORDER NO. 3, OR IN THE ALTERNATIVE, TO ADJUDICATE SUBJECT MATTER IN THE PENDING RATE CASE IN DOCKET NO. 26-05-10

The Connecticut Light and Power Company d/b/a Eversource Energy ("CL&P" or the "Company") respectfully requests that the Public Utilities Regulatory Authority ("PURA") approve the following compliance filing with Order No. 3 and Page 67 of the July 29, 2026 final decision in Docket No. 25-12-13 (the "Decision") or, in the alternative, adjudicate the subject matter of Order No. 3 in the Company's pending rate case in Docket No. 26-05-10.

Order No. 3 and Page 67 of the Decision directed the Company, in consultation with the Office of Consumer Counsel ("OCC"), to revise its Compensation Policy (the "Policy") that describes the circumstances under which non-union, non-officer, non-director salaried employees are eligible to receive compensation for actual overtime they work to support restoration of utility service to Connecticut customers. Specifically, Order No. 3 states that:

> No later than August 31, 2026, the Company shall, in consultation with the OCC, submit to the Authority for review and approval a revised compensation policy that permits ERP Awards only for ERP Level 3 events or more severe, consistent to the greatest extent possible with its New Hampshire and Massachusetts affiliates, and that excludes a minimum of nine overtime hours before an ERP Award applies, as discussed in Section III.F.2.b, Exempt Employee Emergency Response Plan Payments.

In addition, Page 67 of the Decision directed the Company to submit this motion in the pending rate case in Docket No. 26-05-10, stating:

> To address the deficiencies in the Company's Storm Payment Compensation Policy prospectively, the Authority directs the Company, in consultation with OCC, to submit, as part of the Company's rate amendment application in Docket No. 26-05-10, a revised compensation policy for the Authority's review and approval that: (1) permits ERP Awards only for ERP Level 3 events or lower (i.e., more severe events), consistent with the Company's New Hampshire and Massachusetts affiliates; and (2) excludes a minimum of nine overtime hours before an ERP Award applies.

The Company had a virtual meeting with OCC on August 28, 2026 to discuss CL&P's proposed response to Order No. 3 and Page 67 of the Decision. During the course of that meeting, the Company explained the following key points.

1. **Reasonable Compensation for Storm Overtime Work For Eligible Salaried Employees**

First, the Company clarified that, despite the terminology PURA used in the Decision that described this topic as "awards" or "ERP Awards", the Policy does not provide "awards" or unearned compensation to employees. Instead, the existing Policy states that eligible employees may receive compensation for a specified number of overtime hours they actually work to support storm restoration when such work is above-and-beyond their normal eight hours per weekday.

Second, CL&P explained that the existing Policy **only** applies to the limited pool of non-union, non-executive, non-director salaried CL&P and Eversource Energy Service Co. employees ("Eligible Employees") identified in yellow as "Exempt (Salaried)" employees in the Chart below.

		Level 5	Level 4+
Employee Level	**Count**	**ERP Compensation**	
Executive	60	Ineligible for ERP Compensation	
Director	149	Ineligible for ERP Compensation	
Exempt (Salaried)	3,519	Capped at 8 Hours every Four Weeks. OT is defined as hours beyond the regularly scheduled 8-hour day	Employees are paid for all hours worked. OT is defined as hours beyond the regularly scheduled 8-hour day
Non-Exempt (Hourly)	305	FLSA OT Guidelines - Paid for all OT Hours	
Union	1,932	Contract Guidelines - Paid for all OT Hours	

Third, the Company explained that the existing Policy only provides Eligible Employees with an opportunity to be: (1) compensated for a maximum of eight hours per month[1] of overtime work they perform in excess of their normal work of eight hours per day five days per week ("Normal Work") when they are deployed for storm duty for an ERP Event Level 5, which is the most frequent type of storm classification event; and (2) compensated for the actual overtime they

[1] The actual time period under the current Policy is every two pay periods, or 28 days, since employees receive a pay check twice per month. For convenience, this Motion will refer to each such 28-day period as a "month".

perform in excess of their Normal Work when they are deployed for storm duty for any event classified as an ERP Event Level 4 or greater.

The following example illustrates how the current Policy works when an Eligible Employee supports Level 5 storm events, and why this approach is reasonable. For example, June is traditionally a month in which the Company experiences frequent thunderstorms resulting in many storm deployments for employees. In this example, Eligible Employee "A" has storm duty in the first week of June 2026 for a total of 36 hours over three days with 24 hours of regular time and 12 hours of overtime. During the second week of June 2026, Eligible Employee "A" works an additional 24 hours over a two-weekday period with 16 hours regular time and 8 hours overtime. During the third week of June 2026, Eligible Employee "A" works six hours on a Sunday resulting in six hours of overtime. In this example, over the course of three weeks, Eligible Employee "A" worked a total of 26 hours of overtime supporting Level 5 storm events, but the current Policy caps their compensation at eight hours during the month of June.

Order No. 3 directed the Company to eliminate the above-described compensation cap of eight hours per month for level 5 events; and to replace it with a new provision that "excludes a minimum of nine overtime hours before an ERP Award applies". (Decision, Page 144, Order No. 3.) CL&P explained to OCC that the Company does not support Order No. 3's change to the Policy because – as illustrated by the above-provided example – Order No. 3 can cost customers substantially more. In the example above, although Eligible Employee "A" worked a total of 26 overtime hours in June 2026, this Employee would receive a maximum of 8 hours of compensation for storm overtime for the month of June 2026 under the current Policy. In contrast, if the Policy were revised to implement Order No. 3's directive to exclude the first nine hours of overtime but to provide compensation for all overtime worked in excess of the first nine hours, Order No. 3

would entitle Eligible Employee "A" to substantially more compensation for the month of June totaling 17 hours (in which 26 overtime hours minus 9 hours = 17 hours.)

For these reasons, the Company respectfully questions the reasonableness of Order No. 3, and therefore, asks PURA to approve the existing text in the Policy that caps compensation for storm overtime for Eligible Employees to no more than eight hours per month for Level 5 events, and limits compensation to actual hours worked in the comparatively rare event an Eligible Employee works on a Level 4 or more serious event. If PURA is unable to grant this approval in response to this Motion, the Company suggests that PURA evaluate this important issue in the pending rate case in Docket No. 26-05-10 where PURA staff, OCC, other parties and intervenors can conduct discovery on this topic and PURA can address it in its final decision. During the course of the August 28, 2026 meeting, OCC informed the Company that OCC does not support the request in Eversource's motion, as it is not clear that it complies with PURA's instructions regarding an ERP structure as articulated in the Decision in Docket No. 25-12-13. OCC does not object on procedural grounds to CL&P's proposal to adjudicate this issue in the pending rate case; but OCC reserves all of its rights to evaluate the record evidence on this topic and to articulate whatever position OCC determines is in the best interest of customers.

2. <u>The Appropriate Level of Storm Severity to Trigger Compensation for Overtime under the Compensation Policy</u>

The next issue the Company discussed with OCC during the August 28, 2026 meeting was the directive in Order No. 3 for CL&P to develop "a revised compensation policy that permits ERP Awards only for ERP Level 3 events or more severe, consistent to the greatest extent possible with its New Hampshire and Massachusetts affiliates . . . ." (Decision, Page 144, Order No. 3.) CL&P explained to OCC that a Connecticut Emergency Response Plan ("ERP") Level 3 event bears no

resemblance whatsoever to a Level 3 event in Massachusetts and New Hampshire. Order No. 3 makes the proverbial "apples to oranges" comparison by incorrectly assuming that a Level 3 event is uniform across all three states, as evidenced by the following Chart.

Event Level	State	Estimated impact to customers & restoration period
3	MA	Anticipates impact to 70,000-140,000 customers Anticipates 48-72 hour restoration
3	NH	Anticipates impact to 25,000-50,000 customers Anticipates 24-48 hour restoration
3	CT	Anticipates impact to 390,000-650,000 customers Anticipates 120-240 hour restoration

As a result, during the August 28, 2026 meeting, CL&P proposed that an ERP Event Level 4 should be used for Connecticut because it more closely resembles an Event Level 3 in Massachusetts and New Hampshire, as shown by the following Chart.

Event Level	State	Estimated impact to customers & restoration period
3	MA	Impact to 70,000-140,000 customers 48-72 hour restoration
3	NH	Impact to 25,000-50,000 customers 24-48 hour restoration
4	CT	Impact to 25,000-380,000 customers 48-144 hour restoration
5	CT	Impact up to 130,000 customers 24 to 72-hour restoration

For these reasons, the Company respectfully questions the reasonableness of Order No. 3, and therefore, asks PURA to approve the existing text in the Policy that: (1) caps compensation for storm overtime for Eligible Employees to no more than eight hours per month for any storm that qualifies as an Event Level 5 storm; and (2) authorizes compensation for actual overtime Eligible Employees perform in excess of their Normal Work when they are deployed for storm duty for any event classified as an ERP Event Level 4 or more severe. If PURA is unable to grant this approval in response to this Motion, the Company requests that PURA adjudicate this issue in the pending rate case in Docket No. 26-05-10 where PURA staff, OCC, other parties and intervenors can conduct discovery on this topic and PURA can address it in its decision. During the course of the August 28, 2026 meeting, OCC informed the Company that OCC does not support the request in Eversource's motion, as it is not clear that it complies with PURA's instructions regarding an ERP structure as articulated in the Decision in Docket No. 25-12-13. OCC does not

object on procedural grounds to CL&P's proposal to adjudicate this issue in the pending rate case; but OCC reserves all of its rights to evaluate the record evidence on this topic and to articulate whatever position OCC determines is in the best interest of customers.

3. Preservation of the Existing Policy Language is Necessary to Help Retain Qualified Eligible Employees

The Company's witnesses will explain in the rate case that the above-described provisions in the current Policy were developed in order to help retain Eligible Employees because, based on the Company's experience, a frequent reason cited by Eligible Employees who elect to leave the Company to pursue other employment opportunities, is such employees express concern over working storm duty overtime on holidays, weekends and after normal weekday hours without receiving any compensation or receiving inadequate compensation. These provisions were therefore developed in an effort to retain qualified Eligible Employees while, at the same time, balancing the valid interests of customers who pay for utility service. The Company's attention to the need for an equitable balance is evident in, for example, its existing policy that caps overtime compensation for working on Level 5 events to no more than eight hours per month.

4. Conclusion

Based on the reasons provided above, the Company requests that PURA issue a response to this Motion that either:

a. Approves the existing above-described text in the Policy.

b. Or takes evidence on and evaluates these issues in the pending rate case in Docket No. 26-05-10, wherein OCC and all other parties and intervenors reserve all of

their rights to conduct discovery and cross examination on these issues, and to articulate their respective viewpoints on these topics in the rate case.

RESPECTFULLY SUBMITTED,

THE CONNECTICUT LIGHT AND POWER COMPANY D/B/A EVERSOURCE ENERGY

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CERTIFICATE OF SERVICE

I hereby certify that on this day a copy of the foregoing was sent to the official service list in this proceeding in compliance with Conn. Regs. § 16-1-15, as amended.

Vincent P. Pace
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Commissioner of the Superior Court