Date Filed: August 11, 2026

Witness: Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Consumer Counsel

Question:

(Expenses) Please refer to PURA's Final Decision in the Yankee rate case, Docket No. 24-12-01. Indicate if CL&P has adjusted its requested pro forma expense in the current proceeding to follow the ratemaking treatment, calculation or methodology utilized by PURA in the recent Yankee rate case for the following items:

Expense Item	Detail	Decision Page
D & O Insurance	100% Disallowed	130
Board of Directors/Trustees Fees	75% Disallowed	84
Audit Fees	50% Disallowed	84
Employee Cash Incentive Compensation	100% Disallowed	105
Officer Cash Incentive Compensation	100% Disallowed	105
Long Term Director Stock	100% Disallowed	105
Bank Fees	51% Disallowed	92
401 (K)	Disallowed 35%	119
Supplemental Executive Retirement Plan	Disallowed 100%	119
Uncollectibles	18% cut	85

Response:

No. CL&P has not adopted the determinations on expense items from the final decision in Docket No. 24-12-01, for Yankee Gas Services Company because all of these expenses are incurred by the Company in the course of providing service to customers. None of the costs simply go away because PURA has disallowed recovery of the costs in one case or another. All of the referenced costs are necessary to conduct business operations and comply with requirements for financial accounting and other areas. PURA will need to make determinations on expense allowances based on information presented in this case about the costs that CL&P is incurring. The Company's proposed operating and maintenance expenses are reasonable and necessary to provide utility

service to customers. The operating expenses also reflect a representative level of cost that is essential to continue providing safe and reliable service to our customers.

Each rate amendment application has its own unique set of facts and circumstances and must be evaluated based on the record evidence within the docket. The facts and circumstances of Yankee Gas do not reflect the facts and circumstances of this case. Each of these expense items is addressed as follows:

D&O Insurance – D&O insurance is necessary to protect the Company and its officers, directors and investors from legal actions that may be brought by individuals in relation to decisions made by management in the course of running the Company and fulfilling the public-service obligation to customers for safe and reliable service. Without it, the Company would not be able to attract qualified management candidates to take on the risk of making small and large decisions in the course of providing service to customers. The D&O insurance expense is appropriate for full recovery in base distribution rates.

Board of Directors/Trustees Fees – The Eversource Energy Board of Trustees is a necessary organizational feature that is needed to access capital markets and raise cash resources for the operating companies. The Board of Trustees also fulfills fiduciary responsibilities and provides oversight to management to ensure the sustainability of the enterprise, which is in the public interest for continuous safe and reliable electric services. The Board of Directors/Trustees Fees are appropriate for recovery in base distribution rates.

Audit Fees – Audit fees are necessarily incurred to fulfill the mandatory annual audit required by PURA under Connecticut General Statutes § 16-27 to provide an audited annual report each year and mandated by financial lending institutions to meet financial debt covenants, as well as to maintain investment grade credit ratings. PURA's annual audit requirement ensures the Company's compliance with industry accounting rules and regulations, which provides transparency and accuracy in the ratemaking process for customers. The performance of an annual audit to support the establishment of fair and reasonable rates in Connecticut provides a direct benefit to customers. The audit fees are appropriate for recovery in base distribution rates.

Employee and Officer Cash Incentive Compensation and Long-Term Director Stock – The Company utilizes a "total rewards" approach that incorporates variable compensation into the total compensation designed to be competitive with other employers to attract, retain, and motivate employees qualified to perform the functions needed by the Company. The variable compensation is performance driven to motivate employees to engage in "prudent and efficient management of the franchise operation." Docket No. 24-12-01, Decision, dated Mar. 11, 2026 at 105. The employee and officer variable compensation expenses are appropriate for full recovery in base distribution rates.

Bank Fees – The bank fees are required costs for the Company to function in the public markets for the benefit of our customers. The bank fees are critical to regulatory oversight and to access capital markets that are not associated with investor relations. The bank fees are appropriate for recovery in base distribution rates.

401(k) – The 401(k) match costs is a necessary component to hire and retain skilled employees in relation to a total rewards compensation package that is market competitive. The 401(k) costs are prudent and reasonable to attract and retain talented employees whom provide, either directly or indirectly, safe and reliable service to customers. The 401(k) costs are appropriate for recovery in base distribution rates.

Supplemental Executive Retirement Plan – The SERP is for officers that are in an existing defined benefit pension plan and is a component of the officer's benefit plan. These costs are essential to retain top-level executives to contribute their expertise in managing the operations of the utility. The SERP expense is appropriate for full recovery in base distribution rates.

Uncollectibles – The Company followed PURA's directive in PURA's Final Decision in Docket No. 24-12-01 to use a five-year average, however this varies from the 2026 Yankee Gas rate case Decision because the uncollectible percentage is based on bad-debt expense instead of net write-offs in the calculation of the proposed rate year uncollectible expense.

Date Filed: August 11, 2026

Witness: Sasha P. Lazor, Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Consumer Counsel

Question:

(Employees) Provide the number of FTEs by month for the years 2017-2025 and the most current month available for CL&P and NUSCO. Include the number of positions authorized by the Board of Directors, the number allowed by PURA in the prior rate case, and the number of vacant positions. Also include a breakdown between union, exempt, and non-exempt employees.

Response:

Please refer to OCC-042, Attachment 1, for the number of Full-Time Equivalents ("FTEs") and head count by month for the period January 2017 – June 2026 disaggregated by Eversource Energy Service Company and CL&P, and by union, exempt, and non-exempt employee classifications.

Please refer to OCC-042, Attachment 2, for the number of vacant positions as of December 31, 2017, 2018, and 2019 and by month for the period January 2020 – June 2026, disaggregated by Eversource Energy Service Company and CL&P, and by union, exempt, and non-exempt counts. The Company does not have monthly vacant position information available prior to January 2020.

The Board of Directors does not authorize a specific number of positions.

In a distribution rate proceeding, the Company does not ask PURA to "allow" a specific staffing level, nor does PURA approve a specific staffing level. The number of positions included in base distribution rates is reflective of information presented in the case regarding Test Year and post-Test Year headcounts used in the computation of payroll expense and other related cost items. In addition, the 2018 Rate Settlement provided recovery of costs for incremental field resources without setting specific targets for staffing levels.

The table below shows the staffing levels used in computations for payroll expense in relation to the 2018 Rate Settlement.

Employee Head Count Utilized in the 2018 Rate Settlement

Company	2018	2019	2020 to Current
Eversource Energy Service Company	2,875	2,875	2,875
CL&P	1,199	1,232	1,266

Date Filed: August 11, 2026

Witness: Donald J. Scacco Jr., Christopher E. Colorio, John P. Dipaola-Tromba, Sean D. Redding, Jenna Turner and Mark P. Baldwin
Request from: Office of Consumer Counsel

Question:

(Double Time) Please explain all rationales and provide all justification for the Company's choice to pay external line crews and/or vegetation contractors double time.

Response:

"Double time" is a special pay category that is applicable only in certain, limited contractual situations where "premium" pay is required for the work performed. The Company does not have latitude to eliminate premium pay because it is a standard industry practice to differentiate different pay levels for different types of work. Refusing to pay these work premiums would put the Company significantly out of step with other electric companies hiring the same crews. If the Company cannot offer appropriate premium pay for the appropriate work status, it will be unable to attract the necessary qualified crews to perform work on the distribution system.

For example, the Company's compensation for external line crews is differentiated among work functions performed during blue sky operations, gray sky operations, and during qualifying emergency events. Differing work functions (and associated pay scales) are needed to ensure the timely availability, mobilization, and retention of qualified external resources necessary to safely restore electric service. The distinction between "double-time" and other premium rate designations is primarily a matter of nomenclature.

<u>Internal Line Crews and Other Personnel Subject to Collective Bargaining Agreements</u>

As noted in response to OCC-046[i], the Company's collective-bargaining employees are eligible for premium pay rates associated with a differentiated work status. Specifically, Eversource bargaining unit employees are eligible for three separate rates of pay depending on their work status. These three rates are Straight Time ("ST"), subject to an Overtime ("OT") multiplier of 1.5 times the straight-time rates and additional premium rates paid at a multiplier of two times straight time. Please refer to the response to OCC-046 describing the circumstances under which bargaining unit employees are eligible for the additional premium rates.

External Contractors Subject to Collective Bargaining Agreements, Normal Operations

With very few exceptions, external contractors working on the Company's system are also members of collective bargaining units that have pay-rate structures similar to the Company's internal collective bargaining units. For external line crews, whether working on the system during normal operations or in response to storm work, the crews work pursuant to contractual terms the Company has competitively solicited and negotiated with the vendor. The Master Service Agreements for all transmission and distribution construction crews performing work during normal operations contain the following language with respect to the applicability of premium pay, which is consistent with the applicability of premium rates for the Company's internal collective bargaining units:

> 3.3.3 "Double Time" applies to Sundays and Holidays when requested to Work by the Owner Representative for the affected Project, however, Holidays worked as Make-Up Days shall not be billed as Double Time but instead shall be billed as Straight Time;
>
> Notwithstanding anything to the contrary in the Agreement Documents, Contractor shall perform Work using Overtime and/or Double Time rates only after written authorization by the Owner Representative for the affected Project, which may be granted or withheld in such Owner Representative's sole discretion, or as required by Law, and in such authorized cases, applicable Overtime and Double Time rates shall be used for Contractor's non-exempt Resources. Double Time billing rates for Holidays shall only apply to Holidays designated in this Agreement as listed in Master Service Agreement, Article 1). Contractor shall not be reimbursed for Holidays beyond the hours actually worked by Contractor's Resources. No reimbursement will be made for Holidays not worked. Owner shall not be billed for Contractor's holidays. Contractor shall not be entitled to premium time quoted, estimated and/or otherwise anticipated, but not actually worked.

External Crews Working on Storm Restoration

Storm response often requires contractors to rapidly mobilize personnel and equipment from outside the Company's service territory, work extended hours under hazardous conditions, and remain available for prolonged restoration efforts. In addition, with very few exceptions, external contractors working on the Company's system for storm response are collective bargaining units that have pay-rate structures similar to the Company's internal collective bargaining units.[1] To remain commercially reasonable and ensure consistency with prevailing labor practices, the

[1] Although internal crews and external crews working storm restoration are typically both working subject to collective bargaining agreements, external vendor rates charged to the Company will include other costs, required by the vendor to conduct its business, including the vendor's own overhead costs and profit margin.

Company's competitively procured contracts incorporate compensation structures that align with collective bargaining unit labor obligations for storm work. This approach enables contractors to recover the labor costs they are contractually obligated to pay to their employees and ensures the Company remains competitive in securing qualified resources during emergency events. During widespread regional storms, utilities compete simultaneously for a limited pool of experienced line crews and it's not reasonable to have the expectation that the Company can obtain crews for cut rates rather than the rates that all other electric companies are paying.

To control costs to the extent possible within the market framework for external line crews, the Company has developed a procurement process and associated vendor contracts that include cost-effective compensation provisions to ensure the Company is obtaining rates aligned with market value. Through these contracts, the Company no longer pays straight time, overtime (1.5 times straight time), or premium time (two times straight time). Instead, the Company compensates contractors in accordance with the pre-negotiated contractual terms.

OCC-043, Attachment 1 (Pricing Schedule), provides the definition for rates of pay. Specifically, once on system, external crews will either: (1) be paid stand-by prior to the start of an event starting; or (2) be paid a "working rate" once restoration has begun. OCC-043, Attachment 2, provides a copy of "Crew Rate Sheet," that applies to all overhead vendor contracts. In this Crew Rate Sheet, there is no "double" time rate and rate multiples no longer apply during storms for overhead line contractors that are restoring power. When performing storm restoration, crews will charge the "working rate," for all hours worked. The schedule also includes columns for:

- Travel Pre/Post (Mob/De-Mob) Rate Per Hour
- Standby On Call (Home/Hotel) Rate Per Hour
- Working Time Per Hour
- Per Diem Lodging
- Per Diem Meals

In determining the appropriate compensation structure, the Company considers several operational factors, including:

- The need to attract and secure sufficient qualified external line crews during widespread storm events.
- Prevailing labor agreements and compensation practices applicable to many contractor workforces.

- Competition among electric utilities for a limited pool of experienced contractor resources.
- The requirement for rapid mobilization of personnel, specialized equipment, and support resources.
- The expectation that contractor personnel will work extended shifts under hazardous and physically demanding conditions to expedite service restoration.
- The Company's obligation to restore electric service as safely and efficiently as possible while maintaining system reliability.

These contractually established compensation provisions support the Company's ability to obtain the skilled resources necessary to respond effectively to emergency events, fulfill contractors' labor obligations, and minimize restoration durations for customers. The rate structure eliminates ambiguity and confusion to streamline the timekeeping and invoicing process, while maintaining adequate compensation to secure line crews when needed. These rates reflect a fair market value secured through the Procurement Group and established industry practices, rather than more discretionary compensation decisions that would have to be made during an emergency.

Vegetation Management Contractor Rates

Vegetation Management contractor rates are similarly established as straight time, with an overtime multiplier and a Sunday/Holiday multiplier. The overtime and Sunday/Holiday multipliers vary by contract. Examples of overtime multipliers range from 1.35 to 1.5 times straight time. Sunday/Holiday multipliers range from 1.7 to 2.0 times straight time. The Company knows of only one instance of a tree crew contractor billing a premium "double time" rate, which was an out-of-state storm vegetation contractor hired for emergency response.

Prior Referenced Response:

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[i] OCC-046 Question:
(Double Time) Are Eversource employees eligible for double time pay? If so, please indicate each employee position that is eligible and provide all policies and procedures governing eligibility.

OCC-046 Response:
Yes. Eversource's bargaining unit employees are eligible for double straight-time pay based on the terms of the applicable negotiated union contract. Specifically, bargaining unit employees are eligible for three separate rates of pay depending on their work status. These three rates are Straight Time ("ST"), subject to an Overtime ("OT") multiplier of 1.5 times the straight-time rates; and additional premium rates that are paid at a multiplier of two times straight time. Bargaining unit employees are eligible for this additional premium rate under the following circumstances: (1) when they work on Sunday or their second scheduled day off in a calendar week; (2) when they work on holidays outside of their normally scheduled hours; (3) when they work more than 16 hours within a 24- hour period, until such time as they receive eight consecutive hours off; (4) when their vacation is cancelled during an all-hands event and they are required to work any hours during the week that they were scheduled to be on vacation; and (5) when non-RSO/RSE employees earn rest time by working more than one hour during the 8-hour window prior to the start of their regular shift and are unable to take the rest time during that shift ("rest time worked").

OCC-046, Attachment 1 through OCC-046, Attachment 4, provide excerpts of each union contract delineating the terms for premium pay.

The pertinent extracts from the currently effective union contracts that are included as OCC-046, Attachment 1 through OCC-046, Attachment 4, are as follows:

1. Local 457, International Brotherhood of Electrical Workers (IBEW), October 1, 2024 through October 1, 2028
2. Local 420 and 427, IBEW, June 1, 2022 thought June 1, 2026
3. Local 457, IBEW, April 1, 2024 through April 1, 2028 (Customer Service)
4. Local 457, IBEW, September 1, 2024 through September 1, 2028 (CONVEX)

Date Filed: August 11, 2026

Witness: Craig Dikeman and Matthew J. Correia
Request from: Office of Consumer Counsel

Question:

(Contracts) For all external line crews and vegetation contractors whose costs are reflected in the storms in this docket and for all current external line crews, please provide all contracts and addendums thereto in effect from January 1, 2024, to the present.

Response:

Please refer to OCC-044, Attachment 1, for a listing of external line crew and vegetation contractors whose services were utilized in the storms under review in this docket and all current external line crews. Attachment 1 includes page number references to the associated contracts, which are provided as OCC-044, Attachment 2 CONFIDENTIAL.

Date Filed: August 11, 2026

Witness: Craig Dikeman and Matthew J. Correia
Request from: Office of Consumer Counsel

Question:

(Double Time) For all contracts provided in the Response to OCC-44 above, please indicate how many contain double time provisions.

Response:

Consistent with industry pay scales, all of the 95 contracts provided in OCC-044, Attachment 1 contain premium rate structures including emergency multipliers or premium rates. Of those 95 contracts, only 31 use the nomenclature "double-time" to refer to premium rates, which is generally limited to work performed on Sundays and holidays.

These premium rate structures are necessary because these contractors operate in a highly competitive regional market where specialized, qualified labor must be secured and rapidly mobilized for non-standard operational needs. Premium multiplier are the industry standard, denoting the rates necessary to ensure availability, incentivize rapid emergency response, maintain parity with industry bargaining standards and ensure the safe, timely restoration of the utility service.

Date Filed: August 11, 2026

Witness: Sasha Lazor, Donald J. Scacco Jr., Christopher E. Colorio and Mark P. Baldwin
Request from: Office of Consumer Counsel

Question:

(Double Time) Are Eversource employees eligible for double time pay? If so, please indicate each employee position that is eligible and provide all policies and procedures governing eligibility.

Response:

Yes. Eversource's bargaining unit employees are eligible for double straight-time pay based on the terms of the applicable negotiated union contract. Specifically, bargaining unit employees are eligible for three separate rates of pay depending on their work status. These three rates are Straight Time ("ST"), subject to an Overtime ("OT") multiplier of 1.5 times the straight-time rates; and additional premium rates that are paid at a multiplier of two times straight time. Bargaining unit employees are eligible for this additional premium rate under the following circumstances: (1) when they work on Sunday or their second scheduled day off in a calendar week; (2) when they work on holidays outside of their normally scheduled hours; (3) when they work more than 16 hours within a 24- hour period, until such time as they receive eight consecutive hours off; (4) when their vacation is cancelled during an all-hands event and they are required to work any hours during the week that they were scheduled to be on vacation; and (5) when non-RSO/RSE employees earn rest time by working more than one hour during the 8-hour window prior to the start of their regular shift and are unable to take the rest time during that shift ("rest time worked").

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4. Local 457, IBEW, September 1, 2024 through September 1, 2028 (CONVEX)

Date Filed: August 11, 2026

Witness: Craig Dikeman and Matthew J. Correia
Request from: Office of Consumer Counsel

Question:

(Double Time) Please provide all research the Company has conducted regarding double time pay that is the basis for the Company's decision to include double time pay in its vendor contracts.

Response:

The Company does not need to "research" this pay standard. Premium rates are the industry standard practice and are necessary to source utility contractors. All line crew contractors and other similar types of contractors maintain (and require) labor rate schedules that incorporate premium labor rates, emergency response rates, or rate multipliers for specific work types. These structures enable immediate availability and rapid mobilization of qualified crews. The Company relies on ongoing market benchmarking through the solicitation of rates from available suppliers in our area and our ability to negotiate those rates based on the operational requirements.

In sourcing utility contractors, vendors routinely require labor rate schedules that include premium rates, whether structured as "double-time," emergency response rates, or rate multipliers, to ensure the immediate availability and rapid mobilization of qualified crews. The distinction between "double-time" and other premium rates is primarily one of nomenclature. Both serve the same purpose, which is to secure the necessary contractor capacity during periods of high-demand, high-risk, or emergency conditions. The Company evaluates these rate structures on a contract-specific basis, considering operational needs, workforce availability, emergency response imperatives, and overall competitiveness of each proposal.

Not all of the Company's vendor contracts do not include or utilize "double time" premium rates. The Company assesses the necessity of such provisions according to the specific scope and operational context of each engagement. Additionally, the inclusion of a compensation premium for certain overtime and emergency categories aligns with electric utility industry norms and standard Collective Bargaining Agreements ("CBAs"). CBAs often establish premium rates for extended work hours, weekends, holidays, and storm response work.

Date Filed: August 11, 2026

Witness: Donald J. Scacco Jr., Christopher E. Colorio, John P. Dipaola-Tromba, Sean D. Redding, Jenna Turner, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Consumer Counsel

Question:

(Double Time) For each of the years: 2021, 2022, 2023, 2024, 2025, by year, provide the amount of double time the Company has paid to external contractors.

Response:

Please refer to OCC-048, Attachment 1. Also please refer to the Company's response to OCC-043[i] for a discussion of why premium rates apply and under what circumstances.

The amounts shown in OCC-048, Attachment 1, present costs associated with premium pay during normal operations and non-deferred restoration conditions. These costs primarily relate to contractor work supporting restoration efforts for weather events that did not reach the threshold of deferred, catastrophic events. Due to the nature of the outage conditions – and necessity of restoring power to customers promptly, contractors bill under their storm contracts, which allow for charging the working rate for storm-related work.

The Company does not maintain invoice data disaggregated by individual contract rate. Therefore, the reported amounts were derived by applying a 21% reduction across all external invoices, serving as a proxy to exclude costs for equipment, meals, lodging, and other miscellaneous expenses included in the total charges. This data set reflects only line contractor invoices.

Prior Referenced Response:

[i] OCC-043 Question:
(Double Time) Please explain all rationales and provide all justification for the Company's choice to pay external line crews and/or vegetation contractors double time.

OCC-043 Response:
"Double time" is a special pay category that is applicable only in certain, limited contractual situations where "premium" pay is required for the work performed. The Company does not have latitude to eliminate premium pay because it is a standard industry practice to differentiate different pay levels for different types of work. Refusing to pay these work premiums would put the Company significantly out of step with other electric companies hiring the same crews. If the Company cannot offer appropriate premium pay for the appropriate work status, it will be unable to attract the necessary qualified crews to perform work on the distribution system.

For example, the Company's compensation for external line crews is differentiated among work functions performed during blue sky operations, gray sky operations, and during qualifying emergency events. Differing work functions (and associated pay scales) are needed to ensure the timely availability, mobilization, and retention of qualified external resources necessary to safely restore electric service. The distinction between "double-time" and other premium rate designations is primarily a matter of nomenclature.

Internal Line Crews and Other Personnel Subject to Collective Bargaining Agreements

As noted in response to OCC-046[i], the Company's collective-bargaining employees are eligible for premium pay rates associated with a differentiated work status. Specifically, Eversource bargaining unit employees are eligible for three separate rates of pay depending on their work status. These three rates are Straight Time ("ST"), subject to an Overtime ("OT") multiplier of 1.5 times the straight-time rates and additional premium rates paid at a multiplier of two times straight time. Please refer to the response to OCC-046 describing the circumstances under which bargaining unit employees are eligible for the additional premium rates.

External Contractors Subject to Collective Bargaining Agreements, Normal Operations

With very few exceptions, external contractors working on the Company's system are also members of collective bargaining units that have pay-rate structures similar to the Company's internal collective bargaining units. For external line crews, whether working on the system during normal operations or in response to storm work, the crews work pursuant to contractual terms the Company has competitively solicited and negotiated with the vendor. The Master Service Agreements for all transmission and distribution construction crews performing work during normal operations contain the following language with respect to the applicability of premium pay, which is consistent with the applicability of premium rates for the Company's internal collective bargaining units:

> 3.3.3 "Double Time" applies to Sundays and Holidays when requested to Work by the Owner Representative for the affected Project, however, Holidays worked as Make-Up Days shall not be billed as Double Time but instead shall be billed as Straight Time;
>
> Notwithstanding anything to the contrary in the Agreement Documents, Contractor shall perform Work using Overtime and/or Double Time rates only after written authorization by the Owner

Representative for the affected Project, which may be granted or withheld in such Owner Representative's sole discretion, or as required by Law, and in such authorized cases, applicable Overtime and Double Time rates shall be used for Contractor's non-exempt Resources. Double Time billing rates for Holidays shall only apply to Holidays designated in this Agreement as listed in Master Service Agreement, Article 1). Contractor shall not be reimbursed for Holidays beyond the hours actually worked by Contractor's Resources. No reimbursement will be made for Holidays not worked. Owner shall not be billed for Contractor's holidays. Contractor shall not be entitled to premium time quoted, estimated and/or otherwise anticipated, but not actually worked.

External Crews Working on Storm Restoration

Storm response often requires contractors to rapidly mobilize personnel and equipment from outside the Company's service territory, work extended hours under hazardous conditions, and remain available for prolonged restoration efforts. In addition, with very few exceptions, external contractors working on the Company's system for storm response are collective bargaining units that have pay-rate structures similar to the Company's internal collective bargaining units.[i] To remain commercially reasonable and ensure consistency with prevailing labor practices, the Company's competitively procured contracts incorporate compensation structures that align with collective bargaining unit labor obligations for storm work. This approach enables contractors to recover the labor costs they are contractually obligated to pay to their employees and ensures the Company remains competitive in securing qualified resources during emergency events. During widespread regional storms, utilities compete simultaneously for a limited pool of experienced line crews and it's not reasonable to have the expectation that the Company can obtain crews for cut rates rather than the rates that all other electric companies are paying.

To control costs to the extent possible within the market framework for external line crews, the Company has developed a procurement process and associated vendor contracts that include cost-effective compensation provisions to ensure the Company is obtaining rates aligned with market value. Through these contracts, the Company no longer pays straight time, overtime (1.5 times straight time), or premium time (two times straight time). Instead, the Company compensates contractors in accordance with the pre-negotiated contractual terms.

OCC-043, Attachment 1 (Pricing Schedule), provides the definition for rates of pay. Specifically, once on system, external crews will either: (1) be paid stand-by prior to the start of an event starting; or (2) be paid a "working rate" once restoration has begun. OCC-043, Attachment 2, provides a copy of "Crew Rate Sheet," that applies to all overhead vendor contracts. In this Crew Rate Sheet, there is no "double" time rate and rate multiples no longer apply during storms for overhead line contractors that are restoring power. When performing storm restoration, crews will charge the "working rate," for all hours worked. The schedule also includes columns for:

- Travel Pre/Post (Mob/De-Mob) Rate Per Hour
- Standby On Call (Home/Hotel) Rate Per Hour
- Working Time Per Hour
- Per Diem Lodging
- Per Diem Meals

In determining the appropriate compensation structure, the Company considers several operational factors, including:

- The need to attract and secure sufficient qualified external line crews during widespread storm events.

- Prevailing labor agreements and compensation practices applicable to many contractor workforces.
- Competition among electric utilities for a limited pool of experienced contractor resources.
- The requirement for rapid mobilization of personnel, specialized equipment, and support resources.
- The expectation that contractor personnel will work extended shifts under hazardous and physically demanding conditions to expedite service restoration.
- The Company's obligation to restore electric service as safely and efficiently as possible while maintaining system reliability.

These contractually established compensation provisions support the Company's ability to obtain the skilled resources necessary to respond effectively to emergency events, fulfill contractors' labor obligations, and minimize restoration durations for customers. The rate structure eliminates ambiguity and confusion to streamline the timekeeping and invoicing process, while maintaining adequate compensation to secure line crews when needed. These rates reflect a fair market value secured through the Procurement Group and established industry practices, rather than more discretionary compensation decisions that would have to be made during an emergency.

Vegetation Management Contractor Rates

Vegetation Management contractor rates are similarly established as straight time, with an overtime multiplier and a Sunday/Holiday multiplier. The overtime and Sunday/Holiday multipliers vary by contract. Examples of overtime multipliers range from 1.35 to 1.5 times straight time. Sunday/Holiday multipliers range from 1.7 to 2.0 times straight time. The Company knows of only one instance of a tree crew contractor billing a premium "double time" rate, which was an out-of-state storm vegetation contractor hired for emergency response.

Date Filed: August 11, 2026

Witness: Donald J. Scacco Jr., Christopher E. Colorio, John P. Dipaola-Tromba, Sean D. Redding, Jenna Turner, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Consumer Counsel

Question:

(Double Time) For each of the years: 2021, 2022, 2023, 2024, 2025, by year, provide the amount of double time the Company has paid to internal employees.

Response:

Please refer to OCC-049, Attachment 1, for the amount of pay for internal employees at the double straight time premium rate.

Please note that there are two primary factors accounting for the increase in premium pay over the course of this timeframe. First, beginning in 2024, the Company reduced the use of external resources for outage response during non-catastrophic storm events. To support this strategy, Response Specialist Organization ("RSO") and Electric Field Operations ("EFO") personnel are now placed on the storm schedule more frequently, including Sundays and holidays, reducing the need to hire external resources. A parallel decrease in external crew costs occurred in the same years.

Second, is the impact of PURA's decision in Docket No. 23-01-39, Investigation into the Response of the Connecticut Light and Power Company d/b/a Eversource Energy to the Accident on January 17, 2023, at 602 Greenwoods Road, Norfolk, CT (August 9, 2023), imposing a 30-minute response deadline for Priority 1 emergency calls. The Company had to increase Response Specialist staffing levels to ensure all shifts were appropriately covered, which necessitated the use of overtime, including on Sundays and holidays.

Please refer to the response to OCC-043[i] and OCC-046 for the contractual terms pertaining to internal employees.

Prior Referenced Responses:

[i] OCC-043 Question:
(Double Time) Please explain all rationales and provide all justification for the Company's choice to pay external line crews and/or vegetation contractors double time.

OCC-043 Response:
"Double time" is a special pay category that is applicable only in certain, limited contractual situations where "premium" pay is required for the work performed. The Company does not have latitude to eliminate premium pay because it is a standard industry practice to differentiate different pay levels for different types of work. Refusing to pay these work premiums would put the Company significantly out of step with other electric companies hiring the same crews. If the Company cannot offer appropriate premium pay for the appropriate work status, it will be unable to attract the necessary qualified crews to perform work on the distribution system.

For example, the Company's compensation for external line crews is differentiated among work functions performed during blue sky operations, gray sky operations, and during qualifying emergency events. Differing work functions (and associated pay scales) are needed to ensure the timely availability, mobilization, and retention of qualified external resources necessary to safely restore electric service. The distinction between "double-time" and other premium rate designations is primarily a matter of nomenclature.

Internal Line Crews and Other Personnel Subject to Collective Bargaining Agreements

As noted in response to OCC-046[i], the Company's collective-bargaining employees are eligible for premium pay rates associated with a differentiated work status. Specifically, Eversource bargaining unit employees are eligible for three separate rates of pay depending on their work status. These three rates are Straight Time ("ST"), subject to an Overtime ("OT") multiplier of 1.5 times the straight-time rates and additional premium rates paid at a multiplier of two times straight time. Please refer to the response to OCC-046 describing the circumstances under which bargaining unit employees are eligible for the additional premium rates.

External Contractors Subject to Collective Bargaining Agreements, Normal Operations
With very few exceptions, external contractors working on the Company's system are also members of collective bargaining units that have pay-rate structures similar to the Company's internal collective bargaining units. For external line crews, whether working on the system during normal operations or in response to storm work, the crews work pursuant to contractual terms the Company has competitively solicited and negotiated with the vendor. The Master Service Agreements for all transmission and distribution construction crews performing work during normal operations contain the following language with respect to the applicability of premium pay, which is consistent with the applicability of premium rates for the Company's internal collective bargaining units:

> 3.3.3 "Double Time" applies to Sundays and Holidays when requested to Work by the Owner Representative for the affected Project, however, Holidays worked as Make-Up Days shall not be billed as Double Time but instead shall be billed as Straight Time;
> Notwithstanding anything to the contrary in the Agreement Documents, Contractor shall perform Work using Overtime and/or Double Time rates only after written authorization by the Owner Representative for the affected Project, which may be granted or withheld in such Owner Representative's sole discretion, or as required by Law, and in such authorized cases, applicable Overtime and Double Time rates shall be used for Contractor's non-exempt Resources. Double Time billing rates for Holidays shall only apply to Holidays designated in this Agreement as listed in Master Service Agreement, Article 1). Contractor shall not be reimbursed for Holidays beyond the

hours actually worked by Contractor's Resources. No reimbursement will be made for Holidays not worked. Owner shall not be billed for Contractor's holidays. Contractor shall not be entitled to premium time quoted, estimated and/or otherwise anticipated, but not actually worked.

External Crews Working on Storm Restoration

Storm response often requires contractors to rapidly mobilize personnel and equipment from outside the Company's service territory, work extended hours under hazardous conditions, and remain available for prolonged restoration efforts. In addition, with very few exceptions, external contractors working on the Company's system for storm response are collective bargaining units that have pay-rate structures similar to the Company's internal collective bargaining units.[i] To remain commercially reasonable and ensure consistency with prevailing labor practices, the Company's competitively procured contracts incorporate compensation structures that align with collective bargaining unit labor obligations for storm work. This approach enables contractors to recover the labor costs they are contractually obligated to pay to their employees and ensures the Company remains competitive in securing qualified resources during emergency events. During widespread regional storms, utilities compete simultaneously for a limited pool of experienced line crews and it's not reasonable to have the expectation that the Company can obtain crews for cut rates rather than the rates that all other electric companies are paying.

To control costs to the extent possible within the market framework for external line crews, the Company has developed a procurement process and associated vendor contracts that include cost-effective compensation provisions to ensure the Company is obtaining rates aligned with market value. Through these contracts, the Company no longer pays straight time, overtime (1.5 times straight time), or premium time (two times straight time). Instead, the Company compensates contractors in accordance with the pre-negotiated contractual terms.

OCC-043, Attachment 1 (Pricing Schedule), provides the definition for rates of pay. Specifically, once on system, external crews will either: (1) be paid stand-by prior to the start of an event starting; or (2) be paid a "working rate" once restoration has begun. OCC-043, Attachment 2, provides a copy of "Crew Rate Sheet," that applies to all overhead vendor contracts. In this Crew Rate Sheet, there is no "double" time rate and rate multiples no longer apply during storms for overhead line contractors that are restoring power. When performing storm restoration, crews will charge the "working rate," for all hours worked. The schedule also includes columns for:

- Travel Pre/Post (Mob/De-Mob) Rate Per Hour
- Standby On Call (Home/Hotel) Rate Per Hour
- Working Time Per Hour
- Per Diem Lodging
- Per Diem Meals

In determining the appropriate compensation structure, the Company considers several operational factors, including:

- The need to attract and secure sufficient qualified external line crews during widespread storm events.
- Prevailing labor agreements and compensation practices applicable to many contractor workforces.
- Competition among electric utilities for a limited pool of experienced contractor resources.
- The requirement for rapid mobilization of personnel, specialized equipment, and support resources.
- The expectation that contractor personnel will work extended shifts under hazardous and physically demanding conditions to expedite service restoration.
- The Company's obligation to restore electric service as safely and efficiently as possible while maintaining system reliability.

These contractually established compensation provisions support the Company's ability to obtain the skilled resources necessary to respond effectively to emergency events, fulfill contractors' labor obligations, and minimize restoration durations for customers. The rate structure eliminates ambiguity and confusion to streamline the timekeeping and invoicing process, while maintaining adequate compensation to secure line crews when needed. These rates reflect a fair market value secured through the Procurement Group and established industry practices, rather than more discretionary compensation decisions that would have to be made during an emergency.

Vegetation Management Contractor Rates

Vegetation Management contractor rates are similarly established as straight time, with an overtime multiplier and a Sunday/Holiday multiplier. The overtime and Sunday/Holiday multipliers vary by contract. Examples of overtime multipliers range from 1.35 to 1.5 times straight time. Sunday/Holiday multipliers range from 1.7 to 2.0 times straight time. The Company knows of only one instance of a tree crew contractor billing a premium "double time" rate, which was an out-of-state storm vegetation contractor hired for emergency response.

OCC-046 Question:
(Double Time) Are Eversource employees eligible for double time pay? If so, please indicate each employee position that is eligible and provide all policies and procedures governing eligibility.

OCC-046 Response:
Yes. Eversource's bargaining unit employees are eligible for double straight-time pay based on the terms of the applicable negotiated union contract. Specifically, bargaining unit employees are eligible for three separate rates of pay depending on their work status. These three rates are Straight Time ("ST"), subject to an Overtime ("OT") multiplier of 1.5 times the straight-time rates; and additional premium rates that are paid at a multiplier of two times straight time. Bargaining unit employees are eligible for this additional premium rate under the following circumstances: (1) when they work on Sunday or their second scheduled day off in a calendar week; (2) when they work on holidays outside of their normally scheduled hours; (3) when they work more than 16 hours within a 24- hour period, until such time as they receive eight consecutive hours off; (4) when their vacation is cancelled during an all-hands event and they are required to work any hours during the week that they were scheduled to be on vacation; and (5) when non-RSO/RSE employees earn rest time by working more than one hour during the 8-hour window prior to the start of their regular shift and are unable to take the rest time during that shift ("rest time worked").

OCC-046, Attachment 1 through OCC-046, Attachment 4, provide excerpts of each union contract delineating the terms for premium pay.

The pertinent extracts from the currently effective union contracts that are included as OCC-046, Attachment 1 through OCC-046, Attachment 4, are as follows:

1. Local 457, International Brotherhood of Electrical Workers (IBEW), October 1, 2024 through October 1, 2028
2. Local 420 and 427, IBEW, June 1, 2022 thought June 1, 2026
3. Local 457, IBEW, April 1, 2024 through April 1, 2028 (Customer Service)
4. Local 457, IBEW, September 1, 2024 through September 1, 2028 (CONVEX)

Date Filed: August 11, 2026

Witness: Brendan J. O'Brien, Garrett J. Murray, Marisa B. Paruta, Leanne M. Landry and Jeffrey D. Turano
Request from: Office of Consumer Counsel

Question:

(Plant) Referring to Exhibit CL&P-RevReq-2 Schedule B-2.1. Provide for each year 2023-2025 a list of projects by account and the respective cost for the project closed to plant that year. Explain how the costs were determined and provide supporting cost documentation for each of the projects.

Response:

As described in the Company's joint pre-filed testimony of Brendan O'Brien and Garrett Murray (Exhibit CLP-REVREQ-1, pages 22-24), Exhibit CLP-REVREQ-2 Schedule B-2.1 (Utility Plant in Service) is the Company's presentation of the adjustments to the Test Year Utility Plant in Service balances (as of December 31, 2025) for additions and retirements by individual Plant Accounts through the end of the Rate Year (as of June 30, 2028), utilizing the Company's internal forecasts. The Company would like to note that the information requested to provide each year's 2023 – 2025 project costs closed to plant are a subset of the Plant in Service included in Exhibit CLP-REVREQ-2 Schedule B-2.1, column (C), Test Year Ended 12/31/25.

In its initial base distribution rate case application, the Company provided a roadmap across three separate exhibits, which was described in the Company's joint pre-filed testimony of David Gladey, John DiPaola-Tromba, Leanne Landry, and Jeffrey Turano (Exhibit CLP-ADDITIONS-1, pages 47-49). These combined exhibits (Exhibit CLP-ADDITIONS-4, Exhibit CLP-ADDITIONS-5, and Exhibit CLP-ADDITIONS-6-CONFIDENTIAL), provide the information sought in this request as follows:

1. Exhibit CLP-ADDITIONS-4 (Projects with Total Additions by Funding Project): This exhibit, which is a summary of all project documentation provided in this proceeding, acts as the roadmap to the other exhibits to demonstrate the prudency of each of the capital additions under review in this proceeding. The supporting documentation for each project and work order listed in this exhibit is provided in Exhibit CLP-ADDITIONS-6-CONFIDENTIAL. For ease of reference, and to assist in navigating through the extensive capital additions record evidence the Company filed in its Application, the Company inserted a hyperlink in Exhibit CLP-ADDITIONS-4 for each project to automatically link and open that project's supporting cost documentation in Exhibit CLP-ADDITIONS-6-CONFIDENTIAL.

2. Exhibit CLP-ADDITIONS-5 (Project Additions by Year and Work Order Detail): This exhibit provides a list of the Company's project Work Orders placed in service and closed to plant for each year 2023 – 2025, as well as the individual Plant Accounts (see column titled "Utility Account") where these respective costs were classified. These Plant Accounts agree to the classifications disclosed in Exhibit CLP-REVREQ-2 Schedule B-2.1. In addition, Exhibit CLP-ADDITIONS-5 includes the Work Order in-service date. It is important to note that Work Orders are placed in service, not projects; therefore, Exhibit CLP-ADDITIONS-5 shows all the Work Orders under each project that have been placed in service and closed to plant for each year 2023 – 2025 as it is common for a single distribution project to include multiple Work Orders, particularly where the capital project is complex and/or being completed in stages. The amounts placed in service reflect the costs charged to the Work Orders in the Company's accounting system.

3. Exhibit CLP-ADDITIONS-6 CONFIDENTIAL (Project Documentation, Cover Sheet, Closing Report, Project Authorization Form, Supplemental Project Authorization Form, Approval Screen): This exhibit provides each project's documentation explaining how these costs were determined and the supporting cost documentation.

To help facilitate OCC's review of the three separate exhibits, the Company has prepared OCC-50 Attachment 1, which cross references the projects in Exhibit CLP-ADDITIONS-5 to Exhibit CLP-ADDITIONS-4. To navigate OCC-050 Attachment 1, the first two columns (A & B) in the first tab of the Excel document are the reference columns in Exhibit CLP-ADDITIONS-4 that are then cross referenced (via a V-Lookup function, which is in the second tab in the Excel document) to the remaining columns from Exhibit CLP-ADDITIONS-5. Column S provides the reference tab and line number in Exhibit CLP-ADDITIONS-4 (Excel document) where you can then find the link to the project cost documentation located in Exhibit CLP-ADDITIONS-6. It is important to note that for annual projects that span multiple years, depending on what year you are looking at, each annual project is referenced in column S for ease of reference to Exhibit CLP-ADDITIONS-4.

Date Filed: August 11, 2026

Witness: Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Consumer Counsel

Question:

(Payroll) Provide for each of the years 2022-2026: (i) the total overtime dollars, and; (ii) the amount of overtime dollars that would be charged to expense in base rates and would be comparable to the expense included in the Company's rate relief request.

Response:

Please see OCC-051, Attachment 1, for the total overtime dollars and the amount of non-storm overtime charged to O&M expense for the years 2022 through June 30, 2026, which is comparable to the overtime expense included in the Company's cost of service. Note the 2024 total overtime charged to expense increased as result of the Company reducing the use of external resources for outage responses during non-catastrophic storm events.

Please refer to OCC-043[i] and OCC-046[ii] for the contractual terms pertaining to internal employees.

Prior Referenced Responses:

[i] OCC-043 Question:
(Double Time) Please explain all rationales and provide all justification for the Company's choice to pay external line crews and/or vegetation contractors double time.

OCC-043 Response:
"Double time" is a special pay category that is applicable only in certain, limited contractual situations where "premium" pay is required for the work performed. The Company does not have latitude to eliminate premium pay because it is a standard industry practice to differentiate different pay levels for different types of work. Refusing to pay these work premiums would put the Company significantly out of step with other electric companies hiring the same crews. If the Company cannot offer appropriate premium pay for the appropriate work status, it will be unable to attract the necessary qualified crews to perform work on the distribution system.

For example, the Company's compensation for external line crews is differentiated among work functions performed during blue sky operations, gray sky operations, and during qualifying emergency events. Differing work functions (and associated pay scales) are needed to ensure the timely availability, mobilization, and retention of qualified external resources necessary to safely restore electric service. The distinction between "double-time" and other premium rate designations is primarily a matter of nomenclature.

Internal Line Crews and Other Personnel Subject to Collective Bargaining Agreements

As noted in response to OCC-046[i], the Company's collective-bargaining employees are eligible for premium pay rates associated with a differentiated work status. Specifically, Eversource bargaining unit employees are eligible for three separate rates of pay depending on their work status. These three rates are Straight Time ("ST"), subject to an Overtime ("OT") multiplier of 1.5 times the straight-time rates and additional premium rates paid at a multiplier of two times straight time. Please refer to the response to OCC-046 describing the circumstances under which bargaining unit employees are eligible for the additional premium rates.

External Contractors Subject to Collective Bargaining Agreements, Normal Operations

With very few exceptions, external contractors working on the Company's system are also members of collective bargaining units that have pay-rate structures similar to the Company's internal collective bargaining units. For external line crews, whether working on the system during normal operations or in response to storm work, the crews work pursuant to contractual terms the Company has competitively solicited and negotiated with the vendor. The Master Service Agreements for all transmission and distribution construction crews performing work during normal operations contain the following language with respect to the applicability of premium pay, which is consistent with the applicability of premium rates for the Company's internal collective bargaining units:

> 3.3.3 "Double Time" applies to Sundays and Holidays when requested to Work by the Owner Representative for the affected Project, however, Holidays worked as Make-Up Days shall not be billed as Double Time but instead shall be billed as Straight Time;
>
> Notwithstanding anything to the contrary in the Agreement Documents, Contractor shall perform Work using Overtime and/or Double Time rates only after written authorization by the Owner Representative for the affected Project, which may be granted or withheld in such Owner Representative's sole discretion, or as required by Law, and in such authorized cases, applicable

> Overtime and Double Time rates shall be used for Contractor's non-exempt Resources. Double Time billing rates for Holidays shall only apply to Holidays designated in this Agreement as listed in Master Service Agreement, Article 1). Contractor shall not be reimbursed for Holidays beyond the hours actually worked by Contractor's Resources. No reimbursement will be made for Holidays not worked. Owner shall not be billed for Contractor's holidays. Contractor shall not be entitled to premium time quoted, estimated and/or otherwise anticipated, but not actually worked.

External Crews Working on Storm Restoration

Storm response often requires contractors to rapidly mobilize personnel and equipment from outside the Company's service territory, work extended hours under hazardous conditions, and remain available for prolonged restoration efforts. In addition, with very few exceptions, external contractors working on the Company's system for storm response are collective bargaining units that have pay-rate structures similar to the Company's internal collective bargaining units.[i] To remain commercially reasonable and ensure consistency with prevailing labor practices, the Company's competitively procured contracts incorporate compensation structures that align with collective bargaining unit labor obligations for storm work. This approach enables contractors to recover the labor costs they are contractually obligated to pay to their employees and ensures the Company remains competitive in securing qualified resources during emergency events. During widespread regional storms, utilities compete simultaneously for a limited pool of experienced line crews and it's not reasonable to have the expectation that the Company can obtain crews for cut rates rather than the rates that all other electric companies are paying.

To control costs to the extent possible within the market framework for external line crews, the Company has developed a procurement process and associated vendor contracts that include cost-effective compensation provisions to ensure the Company is obtaining rates aligned with market value. Through these contracts, the Company no longer pays straight time, overtime (1.5 times straight time), or premium time (two times straight time). Instead, the Company compensates contractors in accordance with the pre-negotiated contractual terms.

OCC-043, Attachment 1 (Pricing Schedule), provides the definition for rates of pay. Specifically, once on system, external crews will either: (1) be paid stand-by prior to the start of an event starting; or (2) be paid a "working rate" once restoration has begun. OCC-043, Attachment 2, provides a copy of "Crew Rate Sheet," that applies to all overhead vendor contracts. In this Crew Rate Sheet, there is no "double" time rate and rate multiples no longer apply during storms for overhead line contractors that are restoring power. When performing storm restoration, crews will charge the "working rate," for all hours worked. The schedule also includes columns for:

- Travel Pre/Post (Mob/De-Mob) Rate Per Hour
- Standby On Call (Home/Hotel) Rate Per Hour
- Working Time Per Hour
- Per Diem Lodging
- Per Diem Meals

In determining the appropriate compensation structure, the Company considers several operational factors, including:

- The need to attract and secure sufficient qualified external line crews during widespread storm events.

- Prevailing labor agreements and compensation practices applicable to many contractor workforces.
- Competition among electric utilities for a limited pool of experienced contractor resources.
- The requirement for rapid mobilization of personnel, specialized equipment, and support resources.
- The expectation that contractor personnel will work extended shifts under hazardous and physically demanding conditions to expedite service restoration.
- The Company's obligation to restore electric service as safely and efficiently as possible while maintaining system reliability.

These contractually established compensation provisions support the Company's ability to obtain the skilled resources necessary to respond effectively to emergency events, fulfill contractors' labor obligations, and minimize restoration durations for customers. The rate structure eliminates ambiguity and confusion to streamline the timekeeping and invoicing process, while maintaining adequate compensation to secure line crews when needed. These rates reflect a fair market value secured through the Procurement Group and established industry practices, rather than more discretionary compensation decisions that would have to be made during an emergency.

Vegetation Management Contractor Rates

Vegetation Management contractor rates are similarly established as straight time, with an overtime multiplier and a Sunday/Holiday multiplier. The overtime and Sunday/Holiday multipliers vary by contract. Examples of overtime multipliers range from 1.35 to 1.5 times straight time. Sunday/Holiday multipliers range from 1.7 to 2.0 times straight time. The Company knows of only one instance of a tree crew contractor billing a premium "double time" rate, which was an out-of-state storm vegetation contractor hired for emergency response.

[ii] OCC-046 Question:
(Double Time) Are Eversource employees eligible for double time pay? If so, please indicate each employee position that is eligible and provide all policies and procedures governing eligibility.

OCC-046 Response:
Yes. Eversource's bargaining unit employees are eligible for double straight-time pay based on the terms of the applicable negotiated union contract. Specifically, bargaining unit employees are eligible for three separate rates of pay depending on their work status. These three rates are Straight Time ("ST"), subject to an Overtime ("OT") multiplier of 1.5 times the straight-time rates; and additional premium rates that are paid at a multiplier of two times straight time. Bargaining unit employees are eligible for this additional premium rate under the following circumstances: (1) when they work on Sunday or their second scheduled day off in a calendar week; (2) when they work on holidays outside of their normally scheduled hours; (3) when they work more than 16 hours within a 24- hour period, until such time as they receive eight consecutive hours off; (4) when their vacation is cancelled during an all-hands event and they are required to work any hours during the week that they were scheduled to be on vacation; and (5) when non-RSO/RSE employees earn rest time by working more than one hour during the 8-hour window prior to the start of their regular shift and are unable to take the rest time during that shift ("rest time worked").

OCC-046, Attachment 1 through OCC-046, Attachment 4, provide excerpts of each union contract delineating the terms for premium pay.

The pertinent extracts from the currently effective union contracts that are included as OCC-046, Attachment 1 through OCC-046, Attachment 4, are as follows:

1. Local 457, International Brotherhood of Electrical Workers (IBEW), October 1, 2024 through October 1, 2028
2. Local 420 and 427, IBEW, June 1, 2022 thought June 1, 2026
3. Local 457, IBEW, April 1, 2024 through April 1, 2028 (Customer Service)
4. Local 457, IBEW, September 1, 2024 through September 1, 2028 (CONVEX)

Date Filed: August 06, 2026

Witness: Sasha P. Lazor, Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Consumer Counsel

Question:

(Incentive Compensation) Are union employees eligible for incentive compensation? If yes, provide the amount included in O&M expense in each of the rate years. If no, explain why not.

Response:

In general, employees subject to a collectible bargaining agreement are not eligible for variable compensation. Union-represented personnel are compensated based on collective bargaining agreements that incorporate compensation structures aligned with industry labor obligations. Through these collective bargaining agreements, union employees are compensated for all hours worked using hourly pay multipliers (i.e., time and a half or other premium pay multipliers). These collectively bargained pay practices are not typically offered to non-union employees who are eligible for variable compensation (and vice versa). Because union employees are compensated for all hours worked using standard industry multiples, collective-bargaining agreements typically do not utilize a variable pay compensation structure to compensate for work performed in furtherance of the job position. However, in certain very limited circumstances, a union position may be eligible for variable compensation. The amount of union employee variable compensation included in operating and maintenance expense in the Rate Year is approximately $29,655.

Date Filed: August 06, 2026

Witness: Brendan J. O'Brien, Garrett J. Murray and Timothy J. Griffin
Request from: Office of Consumer Counsel

Question:

(Property Tax) Provide for each year 2021-2025 the average amount of plant in service and the amount of property tax expense reflected in the year.

Response:

Please refer to OCC-053, Attachment 1, for the average plant in-service and property tax expense for each year from 2021 to 2025.

Date Filed: August 06, 2026

Witness: Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Consumer Counsel

Question:

(O&M Expenses) Referring to Exhibit CL&P-RevReq-2 Schedule C-3.0. Provide a schedule showing the annual amounts for each of the line items shown, for each of the years 2022, 2023, 2024, 2025, and year to date 2026.

Response:

Please refer to Exhibit CLP-REVREQ-3 of the Company's July 14, 2026 rate amendment Application for the 5-Year Historical Schedule C-3.0 showing the annual amounts for each year 2021 through 2025 (Test Year).

Please note that the expense classifications shown in Schedule C-3.0 are consistent with the Standard Filing Requirement ("SFR") format used for many years in Connecticut in rate cases. These expense classifications differ from the manner in which operating expenses are actually reflected on the Company's general ledger for management and financial reporting. The Company reports its financial information for management and financial reporting purposes based on the FERC Uniform System of Accounts ("FERC USoA").

To create the expense classification shown in Schedule C-3.0 for the years 2021 through 2025 (Test Year), the Company undertook a labor-intensive process to assign actual Test Year operating costs to each of the categories used in Schedule C-3.0. To categorize costs in this format in years other than the Test Year is an arduous and time-consuming task that the Company performed prior to filing its rate amendment Application to provide comparable information for calendar years 2021 through 2024 consistent with its commitment in the Yankee Gas rate case in Docket No. 18-05-10 to provide five years of comparable data in future rate amendment applications.

In the context of the rate-case proceeding, it is not feasible for the Company to prepare this separate classification. In addition, preparing Schedule C-3.0 for year-to-date 2026 would not have any probative value because the year is only half complete and the Company does not incur costs equally throughout the year.

Date Filed: August 11, 2026

Witness: Donald J. Scacco Jr., Digaunto Chatterjee and Douglas P. Horton
Request from: Office of Consumer Counsel

Question:

(Storm Reserves) Referring to Exhibit CL&P-RevReq-2 Schedule C-3.0, lines 43-44. Provide a detailed explanation why the Company is asking for increases in the rate years for the a) storm reserve accrual and b) pre-staging reserve accrual.

Response:

a) The Company presented its proposal for catastrophic storm reserve accrual in Exhibit CLP-REVREQ-1, pages 104 through 107. According to that testimony, the Company's average annual catastrophic storm activity is approximately $151.5 million (see Exhibit CLP-REVREQ-2, WP C-3.26, lines 27 through 35). However, the Company proposes to maintain catastrophic storm funding at approximately the same level, recognizing that annual activity is variable and difficult to predict. This approach aims to mitigate customer bill impacts amid the myriad factors described in that testimony and more broadly throughout the filing that are putting upward pressure on the cost of service and customers' electric bills. Therefore, the Company proposes a modest increase in the level of base rate catastrophic storm funding, from $57.516 million to $60 million. The overall storm cost recovery proposal, including a new Storm Cost Recovery Adjustment Factor ("SCRAF"), is described in detail in Exhibit CLP-ELP-1.

b) The Company presented its proposal for pre-staging event reserve accrual in Exhibit CLP-REVREQ-1, pages 107 through 108. The testimony calculated an average annual prestaging event expense of $4.097 million (see Exhibit CLP-REVREQ-2, WP C-3.27, lines 27 through 35), based on actual pre-staging event costs at $4.229 million in 2021, $6.350 million in 2022, $6.183 million in 2023, $0 in 2024, and $3.723 million[1] in 2025 (using Gross Domestic Product – Price Index ("GDP-PI") to escalate costs to the Rate Year amounts). This average annual expense of $4.097 million supports the Company's proposed adjustment, increasing annual base distribution funding for pre-staging events from $3 million to $4 million.

[1] Please note that Exhibit CLP-REVREQ-1, at page 107, incorporates an inadvertent typo, stating that the 2025 pre-staging event costs totaled $3,783,000, rather than the correct figure of $3,723,000. The Company's cost of service at Exhibit CLP-REVREQ-2, WP C-3.27 is calculated correctly.

It is important to note that the Company's proposals are based on a catastrophic storm threshold of $5.4 million, calculated by escalating the prior authorized threshold of $4 million using the GDP-PI from 2018 through the Rate Year. If the $5.4 million threshold is modified in this proceeding, the historical level of storm activity should be re-evaluated as well to determine if a level of reserve funding in base rates different than what the company has proposed is necessary. In addition, if the $5.4 million threshold is adjusted in this proceeding, the base level of non-catastrophic expense in base rates likewise need to be adjusted.

Date Filed: August 11, 2026

Witness: Brendan J. O'Brien, Garrett J. Murray and Timothy J. Griffin
Request from: Office of Consumer Counsel

Question:

(Uncollectible) Referring to Exhibit CL&P-RevReq-2 Schedule C-3.0, line 47. Explain the increase in uncollectible expense from the test year to the rate year.

Response:

The Test Year Uncollectible Expense in Exhibit CLP-REVREQ-2 Schedule C-3.0, line 47, of $17,185,000 represents actual uncollectible expenses recorded to FERC Account 904 in the Company's Test Year (calendar year 2025). The Rate Year amount is based on a historical 5-year average calculation of the uncollectible expense percentage from calendar years 2021 to 2025. Uncollectible expenses can be volatile year-to-year based on factors such as customer payment behavior, economic conditions, rate changes, customer consumption patterns and other payment-related factors existing each year. Therefore, use of a five-year average is appropriate to establish a representative annual uncollectible expense. In order to calculate the Rate Year uncollectible expense in this proceeding, the Company multiplied Rate Year revenues ($2,943,648,000) by the five-year average percentage of uncollectible expenses (0.5868%), resulting in a Rate Year uncollectible expense amount of $17,274,000, or $89,000 higher than the actual 2025 Test Year level of expense.

Date Filed: August 06, 2026

Witness: Brendan J. O'Brien, Garrett J. Murray and Timothy J. Griffin
Request from: Office of Consumer Counsel

Question:

(Uncollectible Expense) Provide the distribution revenues, distribution write-offs, and distribution recoveries for each year 2021, 2022, 2023, 2024, 2025 and year to date 2026.

Response:

The actual amounts of the Company's distribution revenues, write-offs, and recoveries for the requested years are set forth below:

Base Distribution Revenues:

2021	$1,109,339,802
2022	$1,058,338,369
2023	$1,096,235,185
2024	$1,111,934,261
2025	$1,128,579,493
YTD June 2026	$560,976,501

Non-hardship write-offs:

2021	$34,596,195
2022	$22,595,575
2023	$29,284,763
2024	$31,629,103
2025	$35,382,433
YTD June 2026	$14,784,645

Non-hardship recoveries:

2021	$4,301,047
2022	$4,634,163
2023	$3,487,856
2024	$3,734,582
2025	$2,869,707
YTD June 2026	$1,610,118

Date Filed: August 07, 2026

Witness: Elizabeth N. Jones
Request from: Office of Consumer Counsel

Question:

(Payment Processing Fees) Provide the total annual payment processing fees charged to CL&P customers by type for each year: 2021, 2022, 2023, 2024, 2025 and 2026 year to date.

Response:

The total annual payment processing fees charged to CL&P customers for each year, 2021, 2022, 2023, 2024, 2025, and 2026 year to date are the following for credit and debit card customers made by commercial CL&P customers:

2021: $176,573.20
2022: $252,539.35
2023: $564,996.00
2024: $333,330.55
2025: $363,762.60
2026: $162,541.20*

*2026 is through May 31, 2026

For walk-in payments, the Company contracts with Western Union who manages its authorized payment agent locations. The Company does not charge a fee to CL&P customers for payments made at these authorized walk-in locations. Fees charged to CL&P customers at third-party non-authorized walk-in payment locations are charged and collected by the payment location, which can be up to $1.50 per transaction. The Company does not have visibility into the fees assessed per transaction at our third-party vendor's walk-in payment locations.

Date Filed: August 07, 2026

Witness: Elizabeth N. Jones
Request from: Office of Consumer Counsel

Question:

(Payment Processing Fees) Identify the fee currently charged to CL&P customers for:
a. online debit/credit card bill payments;
b. online electronic check/bank account withdrawal payments;
c. payments made by phone (debit card, credit card, electronic check and bank account withdrawal);
d. in person payments made at payment processing centers (debit card, credit card, electronic check and bank account withdrawal); and
e. auto-payments.

Response:

The current payment processing fees charged directly to customers by third-party payment processing vendors (for the payment methods they process), are as follows:

a. For online debit and credit card payments, the vendor's per transaction fee charged directly to commercial customers is $11.40 for every $1,500 payment. There are no fees directly charged to residential customers for online debit and credit card payments.

b. For online electronic check/bank account withdrawal payments, there are no fees directly charged to customers.

c. Payments made by phone:
   - For credit and debit card payments, the vendor's per transaction fee charged directly to commercial customers is $11.40 for every $1,500 payment. There is no fee directly charged to residential customers for debit and credit card payments.
   - For electronic check and bank account withdrawal, there is no fee charged directly to customers.

d. For in person payments made at payment processing centers, the third-party vendor accepts cash only. The Company has authorized in person payment locations where customers are not charged a fee and non-authorized in-person payment locations where the third-party vendor's fee per transaction is up to $1.50.

e. Auto-payments are available only for electronic check transactions for which there is no fee charged directly to customers.

Date Filed: August 06, 2026

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

Question:

(Revenues) Identify the average annual residential electric charges for a CL&P customer by month from January 2018 to the present.

Response:

Please refer to OCC-060, Attachment 1, for the average annual residential electric charges for a CL&P customer by month from January 2018 to the present. To present charges on an average basis during this period, the Company has provided two sets of charges in the attachment. Each month the Company has applied the prevailing prices by category of service for a Residential Rate 1 customer to (1) an average annual usage of 700 kWh per month, and (2) an average monthly usage for these customers for each month.

Date Filed: August 11, 2026

Witness: Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Consumer Counsel

Question:

(Environmental Remediation) Identify all other proceedings by Company name and docket number in which the Company requested recovery of environmental remediation costs other than through operating expenses (e.g., regulatory asset, tracker, etc.).

Response:

As an example,[1] the Company's legal counsel has informed the Company of the following proceeding and outcomes:

Importantly, Section 8 of the 2018 Rate Settlement approved by PURA in Docket No. 17-10-46, Application of The Connecticut Light and Power Company d/b/a Eversource Energy to Amend Rate Schedules, states "Environmental remediation costs shall be recovered as follows: (i) The Company shall be allowed to recover its environmental remediation costs in accordance with the proposal described in the Application; and (ii) **the Company is authorized to track and defer environmental costs for future review and recovery in each subsequent rate case.**

[1] The Company reserves the right to conduct additional research on this topic as needed throughout the course of this proceeding.

Date Filed: August 11, 2026

Witness: Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Consumer Counsel

Question:

(Environmental Remediation) To the extent the Company is aware, identify all other utilities in Connecticut that recover environmental remediation costs via a regulatory asset.

Response:

Although not intended as an exhaustive list,[1] the Company's legal counsel has informed the Company of the following Connecticut proceedings with an outcome where deferral accounting was authorized for environmental remediation costs:

- Decision dated December 21, 1988, in Docket No. 88-05-25, Application of The Connecticut Light and Power Company for Approval of New and Amended Rate Schedules, at 55 (allowing pro forma expenses for coal tar remediation to be deferred, indicating that customers would be responsible for the cost).

- Decision dated August 26, 1992, in Docket No. 92-02-19, Application of Yankee Gas Services Company for an Increase in Rates, (recognizing that "to the extent that coal-tar remediation expenses are prudently incurred, they should be allowed as proper operating expenses).

- Decision dated December, 15, 1993, in Docket No. 93-02-04, Application of Connecticut Natural Gas Corporation to Amend its Rate Schedules, at 11, 55 (allowed for the creation of a deferred regulatory asset for the remediation of coal tar costs).

- Decision dated January 30, 2002, in Docket No. 01-05-19PH01, Application of Yankee Gas Services Company for a Rate Increase, at 34 (discussing the long-standing allowance for deferral accounting of environmental remediation costs since the company's 1992 rate case and stating "[t]he Department encourages Yankee's interest in environmental stewardship. Timely remediation is in the public interest…").

- Decision dated December 8, 2004, in Docket No. 04-06-01, Application of Yankee Gas Services Company for a Rate Increase, at 7 (stating, ***deferral of such costs is accepted practice***).

[1] The Company reserves the right to conduct additional research on this topic as needed throughout the course of this proceeding.

- Decision dated May 25, 2005, in Docket No. 04-12-17, Application of Yankee Gas Servs. Co. for an Acct. Ruling to Defer Manufactured Gas Plant Env't Remediation/Investigation Costs, 2005 WL 7853242. In Docket No. 04-12-17, Application of Yankee Gas Services Company for an Accounting Ruling to Defer Manufactured Gas Plant Environmental Remediation/Investigation Costs, May 25, 2005, at 3-5 (authorizing the creation of a regulatory asset to defer the cost of engaging outside counsel and environmental consultants incurred and expected to be incurred, finding that the costs at issue were different from traditional physical remediation expenses and were therefore appropriate for deferral).

- Decision dated December 28, 2005, in Docket No. 05-03-17PH01, Application of The Southern Connecticut Gas Company for a Rate Increase – Revenue Requirements (approving settlement agreement authorizing deferral accounting for all future environmental remediation costs netted against any insurance proceeds or third -party recoveries).

- Decision dated June 29, 2007, in Docket No. 06-12-02PH01, Application of Yankee Gas Services Company for a Rate Increase – Revenue Requirement, at 23-24 (continuing environmental remediation deferral accounting treatment).

- Decision dated June 29, 2011, in Docket No. 10-12-02, Application of Yankee Gas Services Company for Amended Rate Schedules, at 12-15 (continuing to allow deferral accounting treatment of environmental remediation expenses stating "[o]ther jurisdictions generally allow both the recovery of environmental remediation costs associated with MGP sites and the applicable carrying charges on outstanding balances" and explicitly authorizing deferral treatment of environmental remediation costs with carrying charges after reviewing analysis of ratemaking treatment in other jurisdictions).

- Decision dated December 12, 2018, in Docket No. 18-05-10, Application of Yankee Gas Services Company d/b/a Eversource Energy to Amend its Rate Schedules, at 12.

- Decision dated August 25, 2023, in Docket No. 22-08-08, Application by United Illuminating to Amend Its Rate Schedules, at 190 (allowing United Illuminating to defer future remediation expenses for the East Shore Project incurred after the start of Rate Year 2023/2024, with all deferred expenses subject to a prudence review in United Illuminating's next rate proceeding).

- Decision dated October 28, 2025, in Docket No. 24-10-04, Application by United Illuminating to Amend Its Rate Schedules, at 127-129 (allowing United Illuminating to recover its projected East Shore remediation expenses for the Rate Year and to continue to defer the accounting of its additional East Shore remediation costs as previously authorized in the Company's last rate case. This decision was affirmed by decision on reconsideration, Docket No. 24-10-04, Application by United Illuminating to Amend Its Rate Schedules (March 3, 2026), at 122-123.

Date Filed: August 11, 2026

Witness: Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Consumer Counsel

Question:

(Environmental Remediation) To the extent the Company is aware, identify all other utilities in Connecticut that recover actual financing costs instead of short-term debt financing for deferred costs.

Response:

The Company is not aware of any situation where short-term debt is routinely applicable to deferred costs because deferred costs, in most cases, extend beyond a year, and therefore, is financed with long-term sources of capital. In contrast, the amount of short-term debt that is available to a given utility is limited and must be repaid within days, weeks or months, *not years*. Moreover, on a day-to-day basis the Company must maintain ample liquidity to fund its ongoing capital program as well as to address emerging operating circumstances. Collectively, this means that short-term debt cannot reasonably be considered to be supporting outstanding deferrals on a sustained basis, along with all other ongoing business needs. Further, PURA has consistently recognized the fundamental regulatory principle that regulated utilities that are required to finance unrecovered costs over an extended period, should be made whole at the weighted average cost of capital deployed to finance those costs.

Date Filed: August 06, 2026

Witness: Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Consumer Counsel

Question:

(Social Committee Events) Provide the amount of one-off employee engagement events or social committee events included in the test year, rate year, 2022, 2023, and 2024 years.

Response:

There are no costs associated with employee engagement events or social committee events included in the cost of service in this proceeding; further, the Company has not incurred any costs related to employee engagement events or social committee events.

Date Filed: August 06, 2026

Witness: Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Consumer Counsel

Question:

(Entertainment/Sponsorships) Provide the amount of sporting /entertainment event tickets, season tickets, suites, sponsorships, etc. included for recovery in the test year and the rate year for the following years: 2022, 2023, 2024, 2025, and 2026 year to date.

Response:

The Company's cost of service filed in this Application does not include any costs associated with sporting/entertainment event tickets, suites, or sponsorships.

Date Filed: August 11, 2026

Witness: Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Consumer Counsel

Question:

(Employee Awards/Recognition) Identify the amount of employee recognition expense (e.g., dinners, luncheons, parties, gifts, etc.) included for recovery in the test year and the rate year for the following years: 2022, 2023, 2024, 2025, and 2026 year to date.

Response:

Please refer to OCC-066, Attachment 1, for the periods 2022 through 2024, the 2025 Test Year, 2026 year-to-date, and Rate Year employee recognition expenses.

The Company's Employee Service Awards is an employee recognition expense included in the Test Year and Rate Year that is separately identifiable for periods 2022 through 2024, and 2026 year-to-date amounts from other reimbursable employee expenses in the Company's accounting records. The Company incurred approximately $15,035, net of capitalization, for the Test Year associated with Employee Service Awards, and an estimate of $18,614, net of capitalization, in the Rate Year. Eligible employees receive Employee Service Awards starting at five years of service and continuing every five years thereafter to recognize and thank employees for their dedication and contribution to the Company's success. The Employee Service Awards recognize the need for an experienced and engaged workforce to provide safe and reliable service to our customers. The Employee Service Award program is administered by Barker Specialty.

Date Filed: August 10, 2026

Witness: Brendan J. O'Brien, Garrett J. Murray and Michael M. Dorval
Request from: Office of Consumer Counsel

Question:

(Employee Cafeteria) Did the Company build, acquire, or is currently using an Employee Cafeteria since the last rate case?

Response:

CL&P employees and Eversource Energy Service Company employees working on behalf of the Company currently use an employee cafeteria in Berlin, CT. In mid-2026, Eversource Energy Service Company also opened a self-service "grab and go" area for prepared foods, snacks, and beverages in Windsor, CT. There are no other formal on-site food service functions operating in Eversource facilities in Connecticut.

Date Filed: August 11, 2026

Witness: Brendan J. O'Brien, Garrett J. Murray and Michael M. Dorval
Request from: Office of Consumer Counsel

Question:

(Employee Cafeteria) If the Company has an Employee Cafeteria, please indicate where this cost is included in the application.

Response:

There are no costs or subsidies paid to the Company's Employee Cafeteria vendor included in the Test Year or Rate Year.

Date Filed: August 11, 2026

Witness: Brendan J. O'Brien, Garrett J. Murray and Kara A. O'Connor
Request from: Office of Consumer Counsel

Question:

(Employee Benefits) Provide a detailed list of all expenses included in the test year and rate year for employee benefits by benefit type. Provide a similar listing for years 2022, 2023, 2024, 2025, and explain any variance occurring between the years exceeding 10%.

Response:

Please refer to OCC-069, Attachment 1, for a detailed listing of all expenses included in the Test Year and Rate Year for employee benefits, by benefit type, as well as variance explanations for a change in expense exceeding 10% for 2022 through 2025.

Date Filed: August 11, 2026

Witness: Brendan J. O'Brien, Garrett J. Murray and Jeffrey M. Pugliese
Request from: Office of Consumer Counsel

Question:

(Economic Development Fees) Identify the total amount of economic development expenses by type included in the test year, rate year, and the following years 2022, 2023, 2024, and 2025.

Response:

The Company interprets "economic development" expenses as those that are incurred to support the improvement of the state's economy and the quality of life for CL&P's customers through various organizations that help create and retain jobs and support business growth in the state. From 2022 to 2025, CL&P supported economic development in Connecticut through dues and memberships in a variety of organizations including:

Edison Electric Institute (EEI)
Electric Utility Industry Sustainable Supply Chain Alliance
Association of Edison Illuminating Companies
Metro Hartford Regional Economic Alliance
Chamber of Commerce CT - Various
CT Business and Industry Association
Advance CT
Other Allocated Memberships

Total Dues and Memberships by year are as follows:

2022 - $1,240,672
2023 – $1,287,699
2024 – $1,290,276
2025 – $466,000
Rate Year - $256,000

The Company paid $466,000 in mutual aid dues in the test year. However, per CLP-REVREQ-2, Work Paper C-3.22, page 1, the Company is not seeking any recovery of non-industry association dues in the Rate Year. As explained in the testimony in Exhibit CLP-REVREQ-1 at pages 99 and 100, "the downward pro forma adjustment to the Test Year of ($210,000) consists of the removal of all non-industry related dues expenses in accordance with the passage of Senate Bill No. 7."

As shown, the Company included $256,000 in dues in the Rate Year. These dues are related to $242,000 of dues for Edison Electric Institute (EEI), $6,000 of dues for the Electric Utility Industry Sustainable Supply Chain Alliance (EUISSCA), and $8,000 of dues for the Association of Edison Illuminating Companies (AEIC). The purpose of the Company's membership with these organizations is to facilitate a mutual assistance network among member utilities, which enables companies to mobilize personnel and equipment to support major restoration efforts. These organizations also provide guidance on matters like supply chain best practices and improvements for generation, transmission, diminution, and storage of electricity. See OCC-073, Attachment 1, through OCC-073, Attachment 3 CONFIDENTIAL, for the invoices supporting the Company's dues expenses included within the Rate Year. The facilitation of expedient restoration of power and the guidance provided by these organizations impacts economic development in Connecticut.

Date Filed: August 06, 2026

Witness: Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Consumer Counsel

Question:

(Dues) Non-Industry:

a. Identify all non-industry dues and memberships payments included in the test year and included for recovery in the rate year and identify the amount(s) into which such amounts are charged.
b. State the purpose and objective of each organization listed.
c. State whether any of the organizations listed engage in lobbying or advocacy activities, attempts to influence public opinion, institutional or image-building advertising. If so, state if the Company has included the portions of dues related to such activities in the test year and rate year.
d. Identify the benefits provided to ratepayers.

Response:

(a) through (d):

As shown in Exhibit CLP-REVREQ-2, Work Paper C-3.22, page 1, the Company is not requesting recovery of any non-industry association dues in the Rate Year. As explained in the testimony in Exhibit CLP-REVREQ-1 at pages 99 and 100, "the downward pro forma adjustment to the test year of ($210,000) consists of the removal of all non-industry related dues expenses in accordance with the passage of Senate Bill No. 7."

Date Filed: August 06, 2026

Witness: Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Consumer Counsel

Question:

(Dues) Non-Industry: Referring to Exhibit CLP-REVREQ-2-G Schedules, tab G-2.8.
State whether the costs shown are included in the rate year.

Response:

As shown in Exhibit CLP-REVREQ-2, Work Paper C-3.22, page 1, the Company has made adjustments to the test year incurred expenses to exclude non-industry association dues from the proposed cost of service and are not requesting recovery of any non-industry association dues in the Rate Year. The costs shown in Exhibit CLP-REVREQ-2-G Schedules, tab G-2.8, are therefore excluded from the Rate Year level of expense requested in the Company's rate amendment application. As stated in Exhibit CLP-REVREQ-1, pages 99 and 100, the Company initiated "the removal of all non-industry related dues expenses in accordance with the passage of Senate Bill No. 7."

Date Filed: August 11, 2026

Witness: Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Consumer Counsel

Question:

(Dues) Industry Associations:

a. List all membership payment amounts made to industry associations included in the test year and requested for recovery in the rate year and identify the amount(s) into which such amounts are charged.
b. State the purpose and objective of each organization listed.
c. State whether any of the organizations listed engage in lobbying or advocacy activities, attempts to influence public opinion, institutional or image-building advertising. If so, state if the Company has included the portion of dues related to such activities in the test year and rate year.
d. Identify the benefits provided to ratepayers.

Response:

a. The industry dues that the Company is requesting for recovery are Edison Electric Institute ("EEI"), Association of Edison Illuminating Companies ("AEIC"), and the Electric Utility Industry Sustainable Supply Chain Alliance ("EUISSCA"). The costs for EEI, AEIC, and EUISSCA are charged to FERC Accounts 930200 and 923000. Please see OCC-073, Attachments 1, 2, and 3 CONFIDENTIAL, for the invoices supporting the amounts included in the Test Year and Rate Year for EEI, AEIC, and EUISSCA respectively. As shown in CLP-REVREQ-2, Schedule WP C-3.22, the Company has included Test Year costs of $242,000, $6,000, and $8,000 for EEI, AEIC, and EUISSCA, respectively. CL&P allocates 16.06 percent of the invoice costs for EUISSCA, and 22.58 percent of invoice costs for the EEI and AEIC. The Company's membership in the EUISSCA benefits the organization at-large, inclusive of both electric and gas subsidiaries, to leverage best practices and collaborate with thought-leaders across the utility industry. Therefore, a portion of the invoiced costs are charged to the Company's gas affiliates as well as its electric affiliates. The invoice amount shown in OCC-073 Attachment 1 excludes lobbying costs that are removed from the Test Year amounts and are not part of the cost of service filed in this proceeding.

b. EEI is a critical facilitator of coordination between regulated electric utilities across the U.S. to share best practices related to customer communications, operations and reliability, among other issues. The Company benefits significantly from the aggregated industry expertise that is obtained through this alliance. EEI also coordinates industry cooperation

during severe weather events. AEIC also focuses on utility coordination, with a more specific operational and technical focus. The AEIC brings together leaders from member companies, sharing best practices to improve generation, transmission, distribution and storage operations. The EUISSCA focuses on advancing supply chain best practices and providing valuable insight to its members regarding the engagement and evaluation of suppliers. Involvement with the EUISSCA serves to strengthen sustainable supply chain governance and promote responsible sourcing practices across critical infrastructure vendors.

c. The AEIC and EUISSCA do not engage in lobbying activities and thus the invoices in OCC-073, Attachments 2 and 3 CONFIDENTIAL, respectively, do not indicate any such delineations in respect to lobbying activities and these costs are not charged to customers, but rather are excluded from the Test Year and Rate Year amounts.

   As indicated in the EEI invoice provided as OCC-073, Attachment 1 CONFIDENTIAL, 16 percent, or approximately $202,000, of the total 2025 membership dues were allocable to lobbying activities. This amount is excluded from the cost of service and the Company is not seeking recovery of these costs. was charged to a below-the-line account. Of the remaining invoiced amount, exclusive of lobbying, 22.58 percent, or approximately $242,000, is accounted for in the cost of service.

d. As noted in part b. above, the Company has access to mutual aid services provided by other Association members and has access to industry research and trends that serve a benefit to the Company's operations. The access to mutual aid services is essential to matters of customer reliability and power restoration. The Company's participation in these organizations facilitates a mutual assistance network among member utilities, enabling companies to mobilize personnel and equipment to support major restoration efforts for customers. Served customers also benefit from these organizations as they support stronger vendor compliance and alignment with regulatory and stakeholder expectations. Such efforts enhance supply chain reliability which ultimately benefits customers and communities served by the Company.

Date Filed: August 06, 2026

Witness: Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Consumer Counsel

Question:

(Customer Deposits) What interest rate (if any) did the Company pay on customer deposit balances for years 2023, 2024, 2025, and 2026?

Response:

Pursuant to Conn. Gen. Stat. § 16-262j(c), "Each public service company, certified telecommunications provider and electric suppler shall pay interest on any security deposit it receives from a customer at the average rate paid, as of December 31, 1992, on savings deposits by insured commercial banks as published in the Federal Reserve Board bulletin and rounded to the nearest one-tenth of one percentage point, except in no event shall the rate be less than one and one-half per cent. On and after January 1, 1994, the rate for each calendar year shall be not less than the deposit index, as determined under section 36a-26, for such year and rounded to the nearest one-tenth of one percentage point, except in no event shall the rate be less than one and one-half per cent."

The savings deposit rates have remained below the floor of 1.5 percent, and therefore, in accordance with Conn. Gen. Stat. § 16-262j(c), the Company has used 1.5 percent to calculate interest on customer deposit balances for the years 2023, 2024, 2025, and 2026.

Date Filed: August 11, 2026

Witness: Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Consumer Counsel

Question:

(Customer Deposits) Provide the monthly customer deposit balances for years 2023, 2024, 2025, and 2026, delineated by residential and commercial customers.

Response:

Please refer to OCC-075, Attachment 1, for the monthly customer deposit balances for years 2023, 2024, 2025, and 2026.

The Company has followed PURA's directive in Docket No. 23-05-01 to reinstate non-residential customer deposits and refund residential customer deposits. However, the Company customer deposit balances reflect balances from commercial and residential customers through 2023 as they began to phase-out per PURA's directive. There is no delineation between residential and commercial customer deposit balances that the Company maintains. However, the Company is working to see if data is available dated prior to November 2023, showing this breakout. Should such information become available, the Company will supplement the response.

In the October 11, 2023 Decision in Docket 23-05-01, PURA issued the below orders:

- Order 1: As of the date of this Decision, the Companies shall remove the payment of a security deposit requirement for residential customers. In addition, the Companies shall return to residential non-hardship customers any security deposits charged, plus any interest accrued thereon, no later than November 15, 2023. The Companies shall notify the Authority via compliance filing confirming the return of all security deposits to residential non-hardship customers no later than two weeks after all such security deposits are returned.

- Order 2: As of the date of this Decision, the Companies shall remove the amount of a security deposit from their calculation of the down payment for residential customers under a flexible payment arrangement.

- Order 3: As of the date of this Decision, the Companies may reinstate the collection of security deposits from non-residential customers using their respective pre-pandemic guidelines, as discussed in Section IV.B.4, Authority Analysis.

Date Filed: August 06, 2026

Witness: Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Consumer Counsel

Question:

(Club Dues) Provide a list of country club and golf club dues expenses included in the test year and the rate year.

Response:

There are no expenses associated with country club and golf club dues in the Company's cost of service.

Date Filed: August 06, 2026

Witness: Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Consumer Counsel

Question:

(Aircraft) Does the Company own and or lease any aircraft? If yes, please describe.

Response:

The Company does not own or lease a corporate aircraft, nor do any of the Company's affiliates.

Date Filed: August 06, 2026

Witness: Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Consumer Counsel

Question:

(Aircraft) How are corporate aircraft costs allocated to CL&P?

Response:

The Company does not own or lease a corporate aircraft, nor do any of the Company's affiliates; therefore, there are no costs associated with a corporate aircraft in the Company's cost of service.

Date Filed: August 06, 2026

Witness: Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Consumer Counsel

Question:

(Contributions/Donations/Charity) Has the Company charged to ratepayers or is requesting to recover from ratepayers in rates any money related to the Company's contributions, donations, or charity to other organizations?

Response:

Charitable contributions and donations are recorded to "below the line" (i.e., below the operating income line) accounts and are funded by the Company. These costs are therefore excluded from the proposed cost of service in this proceeding.

Date Filed: August 06, 2026

Witness: Ned W. Allis
Request from: Office of Consumer Counsel

Question:

(Depreciation) Did the Company submit in the record the Public Utility Depreciation Practices August 1996 manual into the record of this case?

Response:

Although Company Witness Allis has cited *Public Utility Depreciation Practices* (August 1996) as a reference in his Pre-Filed Direct Testimony, the Company has not submitted the full text into the record in this docket. *Public Utility Depreciation Practices* (August 1996) is a copyrighted publication, preventing any unauthorized reproduction of the publication in its entirety. *Public Utility Depreciation Practices* (August 1996) is available for purchase in a digital format from the National Association of Regulatory Utility Commissioners (NARUC) store.

Date Filed: August 06, 2026

Witness: Ned W. Allis
Request from: Office of Consumer Counsel

Question:

(Depreciation) Did the Company utilize the Public Utility Depreciation Practices August 1996 manual when determining depreciation judgments made in its 2025 Depreciation Study?

Response:

It is unclear what is meant by the phrase "utilize the *Public Utility Depreciation Practices August 1996 Manual* when determining depreciation judgments." *Public Utility Depreciation Practices (August 1996)* is a textbook that describes depreciation methods and concepts, as well as considerations for aspects of estimating depreciation (such as service life analysis and net salvage analysis). Company Witness Allis is familiar with the text and incorporates considerations discussed in the text when estimating service lives, net salvage and other aspects of a depreciation study. However, recommendations in the depreciation studies conducted by Mr. Allis also utilize data analysis and other relevant information specific to the company studied, as well as Mr. Allis′s experience performing depreciation studies for many utilities across North America over the past 20 years.

Date Filed: August 06, 2026

Witness: Ned W. Allis
Request from: Office of Consumer Counsel

Question:

(IOWA Curve- ACCT 360.20 Land Rights) Referring to Exhibit CLP-Depreciation-3, page 56. Provide an IOWA 80-R4 on the graph in red.

Response:

Please see OCC-082, Attachment 1, which provides the requested 80-R4 Iowa Survivor Curve on the chart in red.

Date Filed: August 06, 2026

Witness: Ned W. Allis
Request from: Office of Consumer Counsel

Question:

(IOWA Curve- ACCT 360.20 Land Rights) Referring to Exhibit CLP-Depreciation-3, page 56. Provide an IOWA 70-R3 on the graph in blue.

Response:

Please see OCC-083, Attachment 1, which provides the requested 70-R3 Iowa Survivor Curve on the chart in blue.

Date Filed: August 06, 2026

Witness: Ned W. Allis
Request from: Office of Consumer Counsel

Question:

(IOWA Curve-ACCT 361) Referring to Exhibit CLP-Depreciation-3, page 60. Provide an IOWA 65-R1.5 on the graph in red.

Response:

Please see OCC-084, Attachment 1, which provides the requested 65-R1.5 Iowa Survivor Curve on the chart in red.

Date Filed: August 06, 2026

Witness: Ned W. Allis
Request from: Office of Consumer Counsel

Question:

(IOWA Curve-ACCT 362) Referring to Exhibit CLP-Depreciation-3, page 67. Provide an IOWA 64-R1 on the graph in red.

Response:

Please see OCC-085, Attachment 1, which provides the requested 64-R1 Iowa Survivor Curve on the chart in red.

Date Filed: August 06, 2026

Witness: Ned W. Allis
Request from: Office of Consumer Counsel

Question:

(IOWA Curve-ACCT 363.32) Referring to Exhibit CLP-Depreciation-3, pages 80-81. How did the Company determine an IOWA 25-S2 curve is appropriate curve if FERC Account 363.32 Communication Equipment – Microwave had no retirements?

Response:

The assets currently included in Account 363.32, Communication Equipment – Microwave, were previously recorded in Account 397.73, Communication Equipment – Microwave and were transferred to a new account as the result of the direction provided by FERC in FERC Order 898 functionalizing computer hardware, software, and communication equipment previously recorded in General Plant Accounts. The recommended 25-S2 survivor curve is the same as currently approved for Account 397.73. The estimate for Account 363.32 incorporates this current estimate, the life analysis for Account 397.73 (refer to OCC-086, Attachment 1), as well as Company plans to replace older microwave system assets with new microwave system assets.

Date Filed: August 11, 2026

Witness: Ned W. Allis
Request from: Office of Consumer Counsel

Question:

(IOWA Curve-ACCT 363.32) Referring to Exhibit CLP-Depreciation-3, pages 80-81. Provide a list of examples of what FERC Account 363.32 Communication Equipment – Microwave assets would be?

Response:

Please refer to OCC-087, Attachment 1, which provides a list of examples of the types of assets recorded in Account 363.32, Communication Equipment – Microwave. Please also refer to OCC-088, Attachment 1 and Attachment 2, for photographs and descriptions of a portion of the Company's Microwave assets.

Date Filed: August 11, 2026

Witness: Elli Ntakou
Request from: Office of Consumer Counsel

Question:

(IOWA Curve-ACCT 363.32) Referring to Exhibit CLP-Depreciation-3, pages 80-81. Does the Company have any photos of FERC Account 363.32 Communication Equipment – Microwave assets? If yes, please provide some.

Response:

Please refer to OCC-088, Attachment 1, for photographs of the Newtown, Connecticut area work center telecommunication tower and microwave equipment, and OCC-088, Attachment 2, for photographs of the Talcott Mountain telecommunication tower and microwave equipment located in Bloomfield, Connecticut.

Date Filed: August 06, 2026

Witness: Ned W. Allis
Request from: Office of Consumer Counsel

Question:

(IOWA Curve-ACCT 364.00) Referring to Exhibit CLP-Depreciation-3, pages 82. Provide an IOWA 48-R0.75 on the graph in red.

Response:

The requested R0.75 Iowa Survivor Curve type does not exist. The closest R-type Iowa Survivor Curve would be an R1 type curve. Based on the prior stated information, please see OCC-089, Attachment 1, which sets forth a 48-R1 Iowa Survivor Curve on the chart in Red.

Date Filed: August 06, 2026

Witness: Ned W. Allis
Request from: Office of Consumer Counsel

Question:

(IOWA Curve-ACCT 364.00) Referring to Exhibit CLP-Depreciation-3, pages 82. Provide an IOWA 50-R1 on the graph in blue.

Response:

Please see OCC-090, Attachment 1, which provides the requested 50-R1 Iowa Survivor Curve on the chart in blue.

Date Filed: August 06, 2026

Witness: Ned W. Allis
Request from: Office of Consumer Counsel

Question:

(IOWA Curve-ACCT 364.00) Referring to Exhibit CLP-Depreciation-3, pages 82. Provide an IOWA 52-R1 on the graph in orange.

Response:

Please see OCC-091, Attachment 1, which provides the requested 52-R1 Iowa Survivor Curve on the chart in orange.

Date Filed: August 06, 2026

Witness: Ned W. Allis
Request from: Office of Consumer Counsel

Question:

(IOWA Curve-ACCT 366.00) Referring to Exhibit CLP-Depreciation-3, pages 96. Provide an IOWA 85-R1.5 on the graph in red.

Response:

Please see OCC-092, Attachment 1, which provides the requested 85-R1.5 Iowa Survivor Curve on the chart in red.

Date Filed: August 06, 2026

Witness: Ned W. Allis
Request from: Office of Consumer Counsel

Question:

(IOWA Curve-ACCTs 370.47 and 370.48) Referring to Exhibit CLP-Depreciation-3, pages 124. Why did the Company include two different FERC Accounts on one IOWA Curve?

Response:

It is not uncommon for assets considered to have similar life characteristics to be studied together in a Depreciation Study. Therefore, the assets reflected in Accounts 370.47, Meter Equipment, and the assets reflected in Account 370.48, Meters, (aside from the Bridge Meters) were studied together to develop the 20-S0 Iowa Survivor Curve presented on page VII-70 of Exhibit CLP-DEPRECIATION-3. In the case referenced in the question, the Bridge Meters recorded in Account 370.48, Meters, were studied separately as the life characteristic associated with these assets is expected to be different. The 15-S2 Iowa Survivor Curve presented on page VII-74 of Exhibit CLP-DEPRECIATION-3 represents the life characteristic expected for the Bridge Meters recorded in Account 370.48, Meters (Bridge Meters).

Date Filed: August 06, 2026

Witness: Ned W. Allis
Request from: Office of Consumer Counsel

Question:

(IOWA Curve-ACCTs 370.47) Referring to Exhibit CLP-Depreciation-3, pages 124. Plot only ACCT 370.47 original curve experience placements on the graph. The black boxes.

Response:

Please see OCC-094, Attachment 1, which provides the requested original curve for Account 370.47 only.

Date Filed: August 06, 2026

Witness: Ned W. Allis
Request from: Office of Consumer Counsel

Question:

(IOWA Curve-ACCTs 370.48) Referring to Exhibit CLP-Depreciation-3, pages 124. Plot only ACCT 370.48 original curve experience placements on the graph. The black boxes.

Response:

Please see OCC-095, Attachment 1, and OCC-095, Attachment 2, which provide the requested original curves for Account 370.48 with the Bridge Meters segregated consistent with Exhibit CLP-DEPRECIATION-3.

Date Filed: August 11, 2026

Witness: Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Consumer Counsel

Question:

(SFR) Refer to Exhibit CLP-REVREQ -2-(Schedules A,B,C,D).xlsx. Provide a working model of ABCD SFR schedules, where each cell is unlocked and the effects of a proposed adjustment input can be seen and affects taxes, return, flow through effects, etc in other tabs and cells included within the ABCD exhibit/model.

Response:

Exhibit CLP-REVREQ-2 (Schedules A,B,C,D) is a working model to the extent possible. The Company did identify one formula update that would enable additional changes to flow through the model where applicable. Please refer to OCC-096, Attachment 1 for Exhibit CLP-REVREQ-2-(Schedules A,B,C,D).xlsx which contains an updated working model with unlocked cells that incorporates a formula on Schedule WP C-3.40, Line 14 in the Rate Year Adjustment column that links changes flowing through the operating income statement to the revenue deficiency calculation. The numbers in the attachment are unchanged from the Exhibit CLP-REVREQ-2-(Schedules A,B,C,D).xlsx filed as part of the application on July 14, 2026.

Generally, each tab within the working model is linked to calculate the revenue deficiency presented in this proceeding. Any adjustments within the separate tabs would flow through the model and will impact the operating costs, income taxes, the return and the revenue deficiency.

For example, changes within O&M schedules may flow through the model impacting expenses, income taxes, and ultimately the revenue deficiency. Similarly, changes within the Rate Base schedules may impact the investment base, depreciation expense, earned return and the revenue deficiency.

The model will be utilized going forward to update the cost of service as we proceed through discovery and the proceeding.

The Company can walk the OCC through the model during an on-site audit if requested.

Date Filed: August 06, 2026

Witness: Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Consumer Counsel

Question:

(SFR) Refer to Exhibit CLP-REVREQ -2-(Storms A).xlsx. Provide a working model of ABCD SFR schedules, where each cell is unlocked and the effects of any proposed adjustment input can be seen and affects taxes, return, flow through effects, etc in other tabs and cells included within the exhibit.

Response:

The Exhibit CLP-REVREQ-2-(Storms A).xlsx filed as part of the Application on July 14, 2026 is the working model with formulas intact and unlocked cells.

Each tab within the working model is linked to calculate the 2018 – 2023 Storms revenue requirement presented in this proceeding. Any adjustments within the separate tabs would flow through the model and will impact the operating income summary, income taxes, the return and the revenue deficiency.

Date Filed: August 06, 2026

Witness: Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Consumer Counsel

Question:

(SFR) Refer to Exhibit CLP-REVREQ -2-(Storms B).xlsx. Provide a working model of ABCD SFR schedules, where each cell is unlocked and the effects of any proposed adjustment input can be seen and affects taxes, return, flow through effects, etc in other tabs and cells included within the exhibit.

Response:

The Exhibit CLP-REVREQ-2-(Storms B).xlsx filed as part of the Application on July 14, 2026 is the working model with formulas intact and unlocked cells.

Each tab within the working model is linked to calculate the 2024 – March 2025 Storms revenue requirement presented in this proceeding. Any adjustments within the separate tabs would flow through the model and will impact the operating income summary, income taxes, the return, and the revenue deficiency.

Date Filed: August 11, 2026

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

Question:

(VMP/Cost-Benefit) The University of Connecticut study, Assessing the Effects of a Vegetation Management Standard on Distribution Grid Outage Rates (Exhibit CLP-VMP-3) suggests that Enhanced Tree Trimming ("ETT") improves reliability however, it did not find that increasing ETT consistently resulted in a greater reduction of outages, after accounting for storm severity.

a. Has the Company evaluated whether increasing ETT beyond the currently proposed level will continue to produce reliability benefits that justify the cost?
b. If yes to (a), provide all analyses, studies, cost-benefit evaluations, or other documentation supporting the Company's conclusion.
c. If no such evaluation has been performed, explain how the Company determined that the proposed level of ETT represents a cost-effective investment for ratepayers.

Response:

Yes, the Company has evaluated whether increasing ETT beyond the currently proposed level to continue to produce reliability benefits. With respect to the evaluation, the Company is relying on the referenced 2019 study, assessing the effects of a vegetation management standard on distribution grid outage rates, (provided in Exhibit CLP-VMP-3), as well as the University of Connecticut 2022 Study, A Statistical Framework for Evaluating the Effectiveness of Vegetation Management in Reducing Power Outages Caused during Storms in Distribution Networks (refer to Exhibit CLP-VMP-4).

The results from the 2022 study demonstrated that, “enhanced vegetation management is particularly helpful in reducing trouble spots for lower severity storms, with reductions between 45.8% and 63.8%, and substantially reduces trouble spots during the most severe events when vegetation management is particularly comprehensive, demonstrating a 37.3% reduction when compared with circuits with little to no enhanced tree trimming.” (Exhibit CLP-VMP-4, at 15).

The reliability improvements were observed in individual storm events as well as in annual totals. The University of Connecticut 2022 study further elaborates that, “when compared with previous studies in the effectiveness of vegetation management activities, this analysis provides a better understanding of how more rigorous vegetation management standards (applying ETT) help reduce outages at an individual event level, for both the more frequent events and those less frequent, stronger storms, which may also occur more frequently in the future due to climate change.” (id.)

However, the Company is observing diminishing system impact from Customer Focus Enhanced Tree Trimming ("ETT"), as only lower priority laterals are available for prescription under the current capitalization structure required in PURA Docket No. 17-10-46. Previous ETT work completed on circuit backbones between 1998 to 2003, and large customer count laterals from 2004 until the ETT project was sunset in 2020 (PURA Docket No. 17-10-46), did not allow for previously completed zones to be readdressed if full clearance was limited by permissions. In addition, the November 25, 2020 ruling in PURA Docket No. 17-10-46 on Motion No. 53 declined the Company's request to provide additional rate recovery for ETT post-2020 and directed the Company to seek permission to recover such "system resiliency program costs in its next rate case proceeding".

For this proceeding, the Company's redesigned Reliability Tree Work ("RTW") program will allow the Company to address the locations on scheduled circuits where overhang and ETT clearances were not previously achieved on the portion of those circuits that serve the most customers and are highly susceptible to tree-related outages, particularly in relation to circuit backbones that were addressed through the ETT program over 20 years ago. The RTW program will encompass trimming of overhanging branches, as overhanging branches that break and fall on the power lines account for approximately 24% of the tree-related outages on the system (please refer to page 39 of Exhibit CLP-VMP-2). By targeting the zones with overhang that serve the highest number of customers through the RTW program, risk will be mitigated.

Please refer to Exhibit CLP-VMP-1 on page 30-31, summarized on page 19 of Exhibit CLP-VMP-2, where the Company proposes the RTW program. The RTW program will be key in preventing vegetation outages from outside zone overhanging limb fall-in and inside zone tree fall-in on high priority line segments with the goal of achieving clearance of 10 ft of vegetation from ground to sky where permission allows.

Please refer to pages 49-51 of Exhibit CLP-VMP-1 which is also summarized on page 11 of Exhibit CLP-VMP-2. The Company selected 21 circuit zones with high System Average Interruption Duration Index (SAIDI) for targeted vegetation management in 2023. The table and summary table on page 50 of Exhibit CLP-VMP-1 below shows pre- and post-treatment customer reliability (CMI and CI) for circuit zones that received targeted vegetation management. This targeted vegetation management included seeking to remove within 10 feet of the outermost conductor and all overhanging vegetation. On average, the segments where targeted vegetation management was performed experienced a 94% reliability improvement demonstrating a benefit for these circuits associated with removal of overhang, trees that are too close to the distribution system, and removal of high-risk trees.

Date Filed: August 07, 2026

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

Question:

(VMP/Other Considerations) The University of Connecticut study found in Exhibit CLP-VMP-3 notes that urban trees provide important environmental and societal benefits, including reducing urban temperatures, improving air quality, and enhancing community well-being, and that coordination between utilities and municipalities is necessary to balance these benefits with electric reliability objectives.

a. Please describe if and how the Company considered non-reliability factors of an environmental and community nature in developing its VMP.
b. Please describe how the company sees the role of municipalities, property owners, or other stakeholders in those decisions; and
c. Please provide all analyses the Company performs to evaluate the environmental or community impacts of ETT.

Response:

a. The Company does consider non-reliability factors of an environmental and community nature in developing its VMP. The Company has been accredited as a Tree Line USA Utility by the Arbor Day Foundation. The Tree Line USA program, a partnership between the Arbor Day Foundation and the National Association of State Foresters, celebrates forward-thinking utilities that exemplify industry leadership in vegetation management by strengthening reliability, sustainability, and public trust in the communities they serve. This distinction highlights the Company's ongoing commitment to following best practices for quality tree care while ensuring safe, reliable electric service for customers. The Company achieved the Tree Line USA accreditation by meeting the program's five core standards, including: (1) following industry standards for quality tree care, (2) providing annual worker training in best tree care practices, (3) sponsoring a tree planting and public education program, (4) maintaining a tree-based energy conservation program, and (5) participating in an Arbor Day celebration. As part of the Company's commitment to thoughtful vegetation management practices, the Company works year-round to advance educational partnerships with municipalities, students and the public about planting the right tree in the right place and through the Company's educational VMP poster series. In addition, the VMP's tree removal program includes trees that are diseased and pest-infested that, when removed, contribute to forest health.

b. The Company recognizes that municipalities, property owners, and other stakeholders have the responsibility to manage property as they intend, which may include environmental stewardship. The Company follows all required communications with tree wardens, abutting property owners and private property owners as defined in applicable Connecticut General Statutes and PURA orders.

c. The Company has not performed analyses on the environmental or community impacts of ETT.

Date Filed: August 11, 2026

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

Question:

(VMP/Budget) Page 12, lines 9-17 of Exhibit CLP-VMP-1 notes that the cost of the VMP is increasing, due to inflationary impacts on labor and equipment.

a. Please provide current costs of labor associated w/ VMP and anticipated costs of labor for the VMP over next 5 years, as aligned with the Targeted system performance plan.
b. Please provide current costs of equipment associated w/ VMP and anticipated costs of equipment VMP over next 5 years, as aligned with the Targeted system performance plan.
c. Lines 14-17 note that another key driver of costs for the VMP is a PURA notification process. Please provide actual costs spent, indicating for each cost the docket number/required notification process.

Response:

a. Please refer to OCC-101, Attachment 1 CONFIDENTIAL, for the Test Year (2025) and 2026 standard labor rates. In addition, the VMP includes unit price tree removals and unit price maintenance tree work. However, the labor rates are embedded in the unit price and not separated. The Company is currently under the final year of a four-year contract covering the term 2023-2026. In May 2026, the Company commenced the RFP process for the next multi-year contract for the term starting January 1, 2027, and has requested the itemization of unit prices, including labor, equipment, and documented notification costs. Vendors are currently preparing their bid submissions. The Company anticipates finalizing its VMP contract by November 2026.

b. Please refer to OCC-101, Attachment 1 CONFIDENTIAL, for the Test Year (2025) and 2026 standard equipment rates. In addition, the VMP includes unit price tree removals and unit price maintenance tree work. However, the equipment rates are embedded in the unit price and not separated.

c. The Scheduled Maintenance Trimming is contracted by unit price per mile per Area Work Center per year and the documented notification costs are embedded within the unit price per mile and not separated. Please refer to Exhibit CLP-VMP-1, on page 45, at line 12-15 for the estimated documented notification costs associated with PURA's order in Docket No. 12-01-10.

Date Filed: August 11, 2026

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

Question:

(VMP/Budget)
Provide a budget breakdown, including allocation and actuals, for prior years, across the same line items provided in the proposed program budget for 2027 as outlined in Exhibit CLP-VMP-2 page 25 of 29 (noting that there is a VMP costs by program component on page 26 of Exhibit CLP-VMP-1, but it does not use all the same line items making comparison a challenge).

a. For each line item with an increase in the proposed 2027 from the actual 2025 expenditure, explain and qualify all the drivers of the proposed increase.
b. The 2027 budget breakdown, provided on Exhibit CLP-VMP-2 page 25 of 29, totals 89.6mill, the same as the total request in the . What will the contribution from Frontier of 13.5M be spent on?
c. Please provide the Company's analysis demonstrating that the proposed budget does not result in diminishing returns each year?
d. Provide any analyses comparing the benefits achieved during the initial ETT cycle to those achieved during subsequent cycles.

Response:

Please refer to Exhibit OCC-102, Attachment 1, for the requested breakdown of the 2025 cost (Exhibit CLP-VMP-1, page 26) and the proposed budget for 2027 (Exhibit CLP-VMP-2, page 25).

a. The following program components are new programs and do not have a direct Test Year comparison: Risk Tree Removals ("RTR"), Reliability Tree Work ("RTW"), and LiDAR.

   The following programs had increases from the Test Year actual in 2025 to the proposed budget in 2027:

   - The Roadside Schedule Maintenance increase reflects the estimated costs for a four-year scheduled maintenance cycle with contractor increases due to inflation. The proposed plan shifts away from prioritization and field assessment towards a strategy of maintaining the entire circuits all at once. This approach is driven by the LiDAR pilot results showing high levels of vegetation encroachment 3 years post trimming on circuits due for scheduled maintenance the following year. The budget was developed using cost per mile estimates that include contractor rate

increases. Actual costs will be updated at the completion of the current RFP for 2027-2030 vegetation management pricing.

- The RTR budget is converted funds from previous Enhanced Tree Removal ("ETR") capital dollars to expense dollars.

- Distribution Rights-of-Way ("D ROW") is being funded with previous Customer Focus Enhanced Tree Trimming ("ETT") and Expense funds to support the scheduled distribution ROWs cycle for side trimming and brush control, including maintenance ETT where ETT specification was achieved.

- Emergency is a planned budget to cover blue sky emergency tree contractor call outs to outage and non-outage tree OMS events. The 2027 proposed budget is an increase over the 2025 actual, however the proposed budget has remained steady at $2,000,000 for several years. The emergency program spend is highly weather dependent and the budget must account for busier years.

- Vines was increased to allow for two years of backbone circuit miles to be treated instead of one year. The circuit backbones that are not due for mid-cycle or scheduled maintenance will be treated for vines each year. Through this approach, all backbone miles will be covered for vine treatment every year.

- Emergent Work has been increased to support the volume of customer and tree warden inquiries regarding dead and declining trees and in anticipation of increased tree stress and mortality due to beech leaf disease and spotted lanternfly.

- Mid-Cycle is a historic program that is being funded again given the results of the LiDAR analysis. The LiDAR analysis shows there is encroachment across the system that should be addressed sooner due to consent limitations and varying tree growth rates. The program will support hot spot trimming across approximately 1,000 to 1,200 miles of backbone each year.

- CT DOT Program is moving from Capital to Expense and has increased due to projected increases in contractor costs.

- LiDAR is a new remote sensing technology program that will facilitate the annual collection of ground-based LiDAR collection of the upcoming year's scheduled maintenance circuits as well as off-cycle backbone miles for Midcycle and RTW prioritization. This program has been added following a successful pilot of ground-based LiDAR highlighting how this data-driven approach can improve prioritization of the VMP.

- Other expenses has been increased to support Energy Saving Trees Arbor Day locations, right-tree, right-place education, transformer enclosure maintenance, and other smaller programs.

b. Please refer to Exhibit CLP-VMP-1 at page 44 on lines 16-21. The Company is presenting the total VMP annual budget that aligns with its workplan. However, a portion of this annual budget will be recovered from Frontier Communications. Pursuant to the agreement between Eversource and Frontier Communications, the Company is reimbursed for 15 percent of all vegetation management O&M costs. This reduces the total annual VMP costs to be recovered from customers in base rates from $89.6 million to approximately $77 million.

c. The nature of utility vegetation management is to remove and maintain encroaching vegetation within defined and approved specifications along the electric system to maintain system reliability; however, due to the natural system in which the VMP operates, and the continual growth of vegetation in CT, the cost of maintaining the encroachment is incurred annually through the Scheduled Maintenance Trimming ("SMT") program. Trees removed through the proposed Risk Tree Removal ("RTR") and Reliability Tree Work ("RTW") programs would no longer need to be maintained in future cycles and would not result in diminishing returns.

d. Please refer to Exhibit CLP-VMP-4. The University of Connecticut 2022 Study, A Statistical Framework for Evaluating the Effectiveness of Vegetation Management in Reducing Power Outages Caused during Storms in Distribution Networks, demonstrates that, "enhanced vegetation management is particularly helpful in reducing trouble spots for lower severity storms, with reductions between 45.8% and 63.8%, and substantially reduces trouble spots during the most severe events when vegetation management is particularly comprehensive, demonstrating a 37.3% reduction when compared with circuits with little to no enhanced tree trimming." (Exhibit CLP-VMP-4, at 15). The reliability improvements indicated were observed in individual storm events as well as in annual totals. The University of Connecticut 2022 study further elaborates that, "this analysis provides a better understanding of how more rigorous vegetation management standards (applying ETT) help reduce outages at an individual event level, for both the more frequent events and those less frequent, stronger storms, which may also occur more frequently in the future due to climate change." (id.).

The Company's redesigned RTW program will allow the Company to address the locations on scheduled circuits where overhang and ETT clearances were not previously achieved on the portion of those circuits that serve the most customers and are highly susceptible to tree-related outages, particularly in relation to circuit backbones that were addressed through the ETT program over 20 years ago.

Please refer to Exhibit CLP-VMP-2, on page 19, where the Company summarized aspects of the RTW program. Previous ETT programs between 2004 and 2026 did not allow for previously completed zones to be readdressed if full clearance was limited by permissions. The RTW program will be key in preventing vegetation outages from outside zone overhanging limb fall-in and inside zone tree fall-in on high priority line segments with the goal of achieving clearance of 10 ft of vegetation from ground to sky where permission allows. By targeting the zones with overhang that serve the highest number of customers through the RTW program, risk will be mitigated.

Date Filed: August 07, 2026

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

Question:

(VMP/Removal Decisions) Page 22 identifies two methods that Eversource will use to determine if a tree should be removed; the first is the objective Tree Risk Assessment Environmental Systems Research Institute (ESRI) GIS tool and the second is a subjective risk assessment based on closeness to power lines or size of canopy. Please explain the extent to which the decision to remove a tree under the subjective criteria is based on professional judgment or discretion. If discretion is exercised, identify the individual(s) authorized to make the determination and describe any review or approval process.

Response:

Please refer to Exhibit CLP-VMP-1 at page 20, where components of CL&P's historical Vegetation Management Plan ("VMP") are summarized, including Enhanced Tree Removals ("ETR") and the current process for identifying and prioritizing risk trees for removal within the Tree Risk Assessment Environmental Systems Research Institute ("ESRI") GIS tool. The Company uses the ESRI GIS platform to assist in the capture, catalog, tracking, and monitoring of certain aspects of the VMP including tree removals. The Company does not indicate that there is an objective and subjective component of identifying risk trees, rather that risk trees may be identified for prioritization using multiple criteria, including: dead, declining, or structurally unsound trees including trees impacted by drought, disease, or invasive insects, and trees that are physically too close to the power lines, particularly in relation to backbone lines, or trees where a large portion of the canopy would be removed when trimmed to obtain the clearance. The Company identifies all risk trees based on the professional judgement of CT licensed and trained arborists. The results of the risk assessment enables the Company to prioritize tree removals based on the potential impact to the electric system and available budget.

Date Filed: August 10, 2026

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

Question:

(VMP/LiDAR). The company is proposing to institute LiDAR, presented as a new program component, which will cost $950,000 (Exhibit CLP-VMP-2 page 25 of 29).
What is the alternative to LiDAR and the cost? Provide analysis on the pros and cons of using LiDAR.

Response:

Please refer to pages 13-14 of Exhibit CLP-VMP-2, summarizing a ground-based LiDAR pilot performed by the Company in 2025 at a cost of $153 per mile. LiDAR is an effective and accurate method of assessing vegetation conditions along heavily forested electric distribution systems. As discussed on pages 33-34 of Exhibit CMP-VMP-1, the processing and classification of the LiDAR data is translated to segment level encroachment risk based on a composite evaluation of encroachment based on the VMP specifications along the segment. The segment level risk can then be evaluated by zone, isolating device to isolating device, and the customer and outage impact, so work can be prioritized and sequenced to optimize trimming for reliability.

Additionally, the LiDAR processed data can be ingested into work management software to assist with planning, scheduling, and issuing work out to contractor tree crews. There is also potential for the LiDAR to be used for contracting scheduled maintenance, providing data to contactors to identify specifically where work is needed and volumetric measures of vegetation to be trimmed. This could also assist with pricing and line-of-sight decisions on what needs to be trimmed. One aspect of LiDAR that could be perceived as a "con" is that risk tree evaluation may be limited by obstructions (e.g., trees closer to the terrestrial pulsed-laser scan); however, this will be mitigated separately through the VMP's Risk Tree Removal ("RTR") program.

The alternatives to LiDAR include (1) satellite remote sensing, (2) Arborist field assessment, and (3) no encroachment assessment.

1. Satellite remote sensing: The Company performed a satellite remote sensing pilot at a cost of $376 per mile. The encroachment assessment was not accurate (<60%) and is limited by GIS and canopy overhang. The tree health risk was also not accurate (<50%) and included false positives and negatives in the data.

2. Arborist field assessment: The Company utilized the Vegetation Management team of CT licensed Arborists to perform encroachment assessments in 2025 at a cost of $117 per mile. The cost to perform this manual assessment was similar to LiDAR but with less granularity available in the assessment data. While field assessment data can be utilized for point-in-time decision making, the lack of granularity does not allow the Company to quantify the associated volumetric workload that may assist with more precise VMP budgeting and generate more competitive pricing from contractors. Unlike LiDAR point cloud data, the manual field assessment data is not digestible by work management software and does not allow the Company to prioritize and sequence work precisely to optimize trimming for electric system reliability. Less granularity also does not allow the Company to hold maintenance contractors accountable to the vegetation conditions prior to maintenance trimming that can be compared post-maintenance trimming cycle.

3. No encroachment assessment: The Company recognizes that there is also the option to not perform any assessment at a cost of $0 per mile; however, the true cost of not assessing the vegetation conditions on the system is the potential impact to reliability that may occur by not assessing encroachment and fall in risks to the electric system.

Date Filed: August 10, 2026

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

Question:

(VMP/Cost Effective) The company asserts on page 29 of Exhibit CLP-VMP-1 that, by moving from a SMT to a four year cycle trimming program, that money would be saved. On line 19 of the same page, the company notes "[a] summary of the Company's analysis is presented..."; please provide the full analysis.

Response:

The Company's VMP currently implements Scheduled Maintenance Trimming ("SMT") on a four-year cycle, however, as discussed on page 27 of Exhibit CLP-VMP-1, through the SMT program, the Company currently inspects the overhead circuit system on a four-year cycle, while implementing trimming on a prioritized basis along system circuits, focusing on the circuit backbones, large laterals (high customer count laterals), and any circuit zones that had reliability issues over the prior four years. The Company's assessment is that there are cost efficiencies that could be achieved by transitioning from the aforementioned prioritized approach to trimming circuits on an end-to-end uniform basis, regardless of whether individual circuits are in direct need at the time the trim is performed, keeping the entire circuit at the same stage.

Please refer to page 34 of Exhibit CLP-VMP-2 for an analysis of condition-based and cycle trimming.

Date Filed: August 10, 2026

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

Question:

(VMP/Cost Effective) In the summary (chart) of the analysis, found on page 30 of Exhibit CLP-VMP-1, the costs for the SMT approach are increasing each year, as are the number of miles covered. Please explain if the increase in cost is simply due to the increase in miles of vegetation that needs to be trimmed. In addition, in the same chart of the analysis, please explain the variance in annual cost under "cycle cost".

Response:

The increase in condition-based cost per condition-based year (e.g., year 1 to year 2) results from inflationary increases in cost combined with the need to include lower-risk segments from previous condition-based years (e.g., year 1) with higher-risk segments from the current condition-based year (e.g., year 2) due to continued encroachment growth. Please refer to CLP-VMP-2, page 34, for a visual representation of this concept.

The variance in cycle cost per cycle year results from the location and volume of the selected mileage per cycle year combined with projected inflationary increases in cost.

Date Filed: August 11, 2026

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

Question:

(VEGETATION MANAGEMENT COSTS) Please indicate the total amount of vegetation management costs which have been billed to communications attachers that is currently outstanding.

a. Please provide a chart differentiating, by billed communications entity, how long the vegetation management invoice(s) have been in arrears, the amount currently unpaid to Eversource, and what steps Eversource has taken to recover the unpaid amount from each provider, as appropriate.

Response:

The PURA-approved form of Pole Attachment Agreement does not authorize the Company to bill communications attachers for vegetation management costs. However, the Company does bill Frontier, the Incumbent Local Exchange Carrier ("ILEC"), for vegetation management costs pursuant to the Frontier Settlement Agreement. Please refer to OCC-107, Attachment 1 CONFIDENTIAL, for a copy of the Frontier Settlement Agreement. The chart below provides relevant information on all unpaid Frontier vegetation management invoices.

Billing Item	Invoice Date	Invoice Amount
Q1 2026 Tree Trimming	2/12/2026	$1,162,056.00
Q2 2026 Tree Trimming	6/24/2026	$1,234,665.41
	Total	$2,396,721.41

The Company pursues collection of all outstanding amounts through regular follow-ups directly with the ILEC and will involve legal representatives as needed to ensure full collection pursuant to the Frontier Settlement Agreement.

Date Filed: August 11, 2026

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

Question:

(VEGETATION MANAGEMENT COSTS) Please provide a chart showing the total amount of vegetation management costs billed annually to each communications entity, for the years: 2021, 2022, 2023, 2024, and 2025.

Response:

Please refer to the Company's response to OCC-107[i].

Year	Communications Entity	Vegetation Management Maintenance Costs Billed
2021	Frontier	$4,500,000
2022	Frontier	$5,100,000
2023	Frontier	$5,037,750
2024	Frontier	$5,100,000
2025	Frontier	$4,365,000
	Total	$24,102,750

Frontier has paid, in full, annual vegetation management costs for the years 2021-2025.

Please note that the maintenance costs in the table above do not include any storm costs reimbursed by Frontier.

Prior Referenced Response:

[i] OCC-107 Question:

(VEGETATION MANAGEMENT COSTS) Please indicate the total amount of vegetation management costs which have been billed to communications attachers that is currently outstanding.

a. Please provide a chart differentiating, by billed communications entity, how long the vegetation management invoice(s) have been in arrears, the amount currently unpaid to Eversource, and what steps Eversource has taken to recover the unpaid amount from each provider, as appropriate.

OCC-107 Response:

The PURA-approved form of Pole Attachment Agreement does not authorize the Company to bill communications attachers for vegetation management costs. However, the Company does bill Frontier, the Incumbent Local Exchange Carrier ("ILEC"), for vegetation management costs pursuant to the Frontier Settlement Agreement. Please refer to OCC-107 Attachment 1 CONFIDENTIAL, for a copy of the Frontier Settlement Agreement. The chart below provides relevant information on all unpaid Frontier vegetation management invoices.

Billing Item	Invoice Date	Invoice Amount
Q1 2026 Tree Trimming	2/12/2026	$1,162,056.00
Q2 2026 Tree Trimming	6/24/2026	$1,234,665.41
	Total	$2,396,721.41

The Company pursues collection of all outstanding amounts through regular follow-ups directly with the ILEC and will involve legal representatives as needed to ensure full collection pursuant to the Frontier Settlement Agreement.

Date Filed: August 07, 2026

Witness: Jared A. Lawrence and Timothy W. McGrath
Request from: Office of Consumer Counsel

Question:

(CUSTOMER SERVICE) Please explain what types of customer service calls are handled by Eversource employees and what types of customer service calls are handled by external vendors, indicating the external vendor(s) handling each type of call.

Response:

Eversource internal Customer Service Representatives ("CSRs") handle a wide range of customer interactions for both residential and business accounts. Their responsibilities include, but are not limited to, explaining bills, addressing high-bill concerns, resolving billing disputes, establishing new service and ending existing service, and assisting with processing payments. Internal CSRs also support customers by reporting and providing updates on power outages and streetlight issues, as well as documenting and escalating reports of theft of service or unauthorized utility use.

For Credit and Collection calls, Eversource partners with a third-party vendor, Alorica, which specializes in handling calls with customers calling about their past due balance, including call types regarding hardship programs, payment arrangements, arrearages, and/or customer difficulty paying a bill that is past due. If a customer with a past due balance calls a non-credit contact center phone number regarding their options to resolve their past due balance, internal CSRs are trained to transfer the call to the credit and collections contact center. If a customer requires additional assistance beyond the credit and collection topic, internal CSRs inform the caller of the need to transfer them for additional assistance, place them on hold, and then transfer the customer to the appropriate internal department.

Alorica also maintains CSRs that handle residential customer interactions. These CSRs handle a wide range of customer inquiries, including high bill concerns, establishing new service, disconnecting existing service, payment processing, billing disputes, bill explanations, and other routine billing-related requests.

Additionally, all Alorica CSRs are cross trained to support outage events as needed.

Date Filed: August 11, 2026

Witness: Jared A. Lawrence and Timothy W. McGrath
Request from: Office of Consumer Counsel

Question:

(CUSTOMER SERVICE) Please provide all written policies and procedures regarding the Company's quality assurance or other reviews of customer calls/customer service interactions with customers via the telephone, including reviews of internal and external CSRs.

Response:

Eversource views there to be value in having a robust Quality Assurance Program. Accordingly, the Company employs a thorough approach, designed to enhance and continuously improve the customer experience, not only for internal Customer Service Representatives ("CSRs") but also for CSRs at the Credit Call Handling third-party vendor (Alorica).

Training covers the expectations Eversource has for internal CSRs. This includes details ranging from how to properly process a move in request to how to answer questions about a bill to how to process a payment, along with many other areas. Extensive training is completed for the CSR to be prepared to support and assist customers.

To validate that CSRs are following the necessary requirements to resolve customer inquiries while providing them exceptional service, Eversource has built a comprehensive behavior-based internal Quality Assurance Program. This program provides the most effective and productive measure of accuracy of a customer service call.

Both external and internal CSRs are scored on an average of four (4) calls per month. It is important to note that these calls are not strictly for CL&P customers, as CSRs are also trained to support customers across other operating companies.

Internal employee Quality Assurance Program:

The Quality Assurance Program at Eversource is a behavior-based program designed to improve CSR interactions with customers by focusing on the words, actions, and approach taken by the CSR. Feedback is provided to CSRs through the Quality Assurance Call Form, which includes behaviors which should continue or be adjusted going forward. By highlighting both positive behaviors and behaviors which require adjustment, CSRs are able to maintain and improve skills which are a benefit to the customer while adjusting other behaviors designed to improve the customers' experience. Eversource provides feedback for every CSR monthly through the

program. On average, all CSRs at Eversource will receive four feedbacks per month during an annual review period. Dedicated internal quality assurance teams, as well as local supervision, provide this feedback to CSRs. Calls are selected both at random by computer software and manually by call scorers, when necessary. The call scoring responsibility is shared across several team members to ensure the CSR benefits from multiple perspectives. CSRs are held accountable for their performance through call reviews and the Company's yearly performance management process.

External employee Quality Assurance Program:

For Alorica agents supporting the Company's credit calls, the CSRs undergo a thorough training to ensure they deliver information aligned with PURA's approved scripts. This approach ensures consistency in the communication provided to the customers, as the CSRs adhere closely to the guidelines laid out in the scripts. Please refer to PURA-approved scripts provided in Docket No. 17-12-03RE01, Interim Decision (July 1, 2020)[1] and Call Review template in Docket No. 21-07-01, provided as OCC-110, Attachments 1 and 2.

The number of calls monitored per agent per month will vary based on factors such as tenure and past performance. However, a minimum of four (4) calls per agent per month must be monitored. Each third-party vendor Quality Assurance ("QA") specialist will monitor and provide a minimum of two (2) evaluations per agent per month. Also, vendor Supervisors may monitor additional calls over and above the four (4) call minimum set for each agent.

The Company has established specific parameters and mechanisms within the signed Alorica contract to ensure the vendor is held accountable for their performance quality. Please see OCC-110, Attachment 3 CONFIDENTIAL, under section 3.1.4 Training on pages 37-39, under section 3.1.5 Quality on page 40, and under section 7.4.1 Performance Criteria (KPIs) on pages 51-53.

Eversource's internal vendor management team also separately reviews more than one hundred additional, randomly selected Connecticut credit and collections calls handled by the Company's third-party vendor partner to validate their performance and ensure that all customers are being made aware of the best programs and protections available to them, as well as being made aware of weatherization and other energy efficiency programs. In addition, the Company's internal vendor management team holds weekly calibration sessions with the third-party vendor to ensure consistency and accuracy for Connecticut credit and collections calls.

[1] https://www.dpuc.state.ct.us/2nddockcurr.nsf/8e6fc37a54110e3e852576190052b64d/72516f9d3f7a4f5b8525875200798ecb?OpenDocument

Date Filed: August 11, 2026

Witness: Jessica B. Cain and Daniel M. Traynor
Request from: Office of Consumer Counsel

Question:

(LIDR) Please refer to Exhibits CLP-Customer-1, p.20-24, and CLP-Customer-2. Do the recommendations in CLP-Customer-1 and the data in CLP-Customer-2 reflect the proposed new rates? If not, please revise and resubmit CLP-Customer-2 with the proposed new rates and indicate if that would produce any changes to CLP-Customer-1, and if so, what changes.

Response:

The Company clarifies that the Low Income Discount Rate ("LIDR") scenario analysis in CLP-CUSTOMER-1 used "*the current electric LIDR discount percentages and 2025 customer billing and usage data,*" as stated at page 21, which applied to all three scenarios provided. Additional LIDR scenario modeling assumptions are clarified in the Company's response to OCC-112.[i]

The Company now provides OCC-111 Attachment 1, which updates the CLP-CUSTOMER-2 modeled LIDR scenario analysis as reflected on the "Key Cost Inputs" tab to replace 2025 actuals with Revenue Year projections[1] for the following:

- Total Electric Customers
- Total Billed Usage
- Total Proposed Rate Year revenue
- Average kWh cost
- Average Bill

In addition, to support stakeholder scenario analysis inquiries in the parallel Gas Tiered LIDR proceedings in Docket No. 26-02-06, as discussed in the Monday, July 27 Hearing in that proceeding, the Company includes in OCC-111 Attachment 1, a new tab that models a 4% LIDR electricity burden scenario. Within the time provided, the Company was not able to incorporate CEAP assumptions but expects key stakeholders would likely find this valuable to consider as well.

[1] The total proposed rate year revenue is $5,289,118,603, as reflected in Exhibit CLP-RATES-2.3, page 1 of 6, base distribution rates.

Prior Referenced Response:

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[i] **OCC-112 Question:**

(LIDR) Please refer to Exhibit CLP-Customer-2.

a. Please confirm that the Exhibit creates a LIDR that targets a 6% energy burden.
b. Please confirm that the Exhibit is an unlocked Excel file that may be modified to reflect different variables/inputs.
c. Please confirm that to reach a 4% energy burden under the tab 5T Proposed Strawman, the discounts would need to be modified, respectively, to 15%, 35%, 51%, 61%, and 83% (with 83% resulting in a 3.9% energy burden, but 82% resulting in a 4.2% energy burden), and result in a total residential monthly bill impact of $6.56.

OCC-112 Response [emphasis added in bold]:

a. Exhibit CLP-Customer-2 provides electric Low Income Discount Rate ("LIDR") energy burden analysis that is intended to create transparent insight into 1) the energy burden impact of the current electric LIDR discount percentages and 2) *alternative* LIDR scenarios to more equitably provide electricity at an affordable energy burden levels by varying discount percentages by tiers and 3) consider the 2% annual LIDR budgetary cost cap. While 6% is modeled to provide current and alternative LIDR scenario analyses, the Company did not intend to "create" an *electric* burden target of 6%. Rather, the Company's intention is to perform LIDR scenario analysis and integrate key stakeholder feedback to adjust the electric LIDR to provide more affordable electricity to those who need the most assistance, while considering costs to all customers to fund the LIDR.

b. Yes. Exhibit CLP-Customer-2 is an unlocked spreadsheet that can be modified to reflect different variables.

c. Yes. To reach a 4% energy burden for all low-income residential electric (heating and non-heating) customers the discounts would need to be 15%, 35%, 51%, 61%, and 83% and would result in a total residential monthly bill impact of $6.56. **This does not include an assumption of receipt of Connecticut Energy Assistance Program (CEAP).**

Date Filed: August 10, 2026

Witness: Jessica B. Cain and Daniel M. Traynor
Request from: Office of Consumer Counsel

Question:

(LIDR) Please refer to Exhibit CLP-Customer-2.

a. Please confirm that the Exhibit creates a LIDR that targets a 6% energy burden.
b. Please confirm that the Exhibit is an unlocked Excel file that may be modified to reflect different variables/inputs.
c. Please confirm that to reach a 4% energy burden under the tab 5T Proposed Strawman, the discounts would need to be modified, respectively, to 15%, 35%, 51%, 61%, and 83% (with 83% resulting in a 3.9% energy burden, but 82% resulting in a 4.2% energy burden), and result in a total residential monthly bill impact of $6.56.

Response:

a. Exhibit CLP-CUSTOMER-2 provides electric Low Income Discount Rate ("LIDR") energy burden analysis that is intended to create transparent insight into (1) the energy burden impact of the current electric LIDR discount percentages and (2) *alternative* LIDR scenarios to more equitably provide electricity at an affordable energy burden level by varying discount percentages by tiers and (3) consider the 2% annual LIDR budgetary cost cap. While 6% is modeled to provide current and alternative LIDR scenario analyses, the Company did not intend to "create" an *electric* burden target of 6%. Rather, the Company's intention is to perform LIDR scenario analysis and integrate key stakeholder feedback to adjust the electric LIDR to provide more affordable electricity to those who need the most assistance, while considering costs to all customers to fund the LIDR.

b. Yes. Exhibit CLP-CUSTOMER-2 is an unlocked spreadsheet that can be modified to reflect different variables.

c. Yes. To reach a 4% energy burden for all low-income residential electric (heating and non-heating) customers, the discounts would need to be 15%, 35%, 51%, 61%, and 83%, and would result in a total residential monthly bill impact of $6.56. This does not include an assumption of receipt of Connecticut Energy Assistance Program ("CEAP").

Date Filed: August 10, 2026

Witness: Jessica B. Cain and Daniel M. Traynor
Request from: Office of Consumer Counsel

Question:

(LIDR) As of the date of this interrogatory response, how many of the Company's residential customers heat with electricity? Please provide the number broken out by hardship and non-hardship customers, and please also explain how the Company identified the electric heating customers.

Response:

For purposes of this data request, heating financial hardship and non-hardship customers were determined by the Revenue class (Residential Space Heating).

Please see the table below for the requested information.

	Financial Hardship	**Non-Financial Hardship**	**Total**
Number of Electric Heating Customers	35,577	121,750	**157,327**

Date Filed: August 18, 2026

Witness: Jessica B. Cain and Daniel M. Traynor
Request from: Office of Consumer Counsel

Question:

(LIDR) For each month from July 2025 to the present, please provide the following for financial hardship customers:

a. By LIDR tier, the number of customers that failed to make any payment that month;
b. By LIDR tier, the number of customers that made a partial payment of the monthly required payment (not the entire arrearage, if one exists), separated by customers on MPP, a flexible payment ("FPA"), and not on a payment arrangement;
c. For customers indicated in subpart (b), the mean and median percentage of the monthly required payment made, separated by customers on MPP, a flexible payment ("FPA"), and not on a payment arrangement;
d. By LIDR tier, the number of customers that made full payments of the required monthly payment (not the entire arrearage, if one exists), separated by customers on MPP, a flexible payment ("FPA"), and not on a payment arrangement;
e. By LIDR tier, the amount of total arrearages at the beginning of the month and at the end of the month;
f. By LIDR tier, the number of customers on MPP;
g. By LIDR tier, the number of customers on a flexible payment arrangement;
h. By LIDR tier, the number of customers who had service terminated that month.

Response:

The Company provides the requested information from July 2025 to the present as OCC-114, Attachment 1.

Date Filed: August 11, 2026

Witness: Jessica B. Cain and Daniel M. Traynor
Request from: Office of Consumer Counsel

Question:

(LIDR) For each month from July 2025 to the present, please provide the cost of the LIDR discount associated with each LIDR tier.

Response:

The Company provides the costs to fund the low-income discount rate ("LIDR") by tier from July 2025 to present.

CL&P Low-Income Discount Rate Costs						
Month	**Tier 1**	**Tier 2**	**Tier 3**	**Tier 4**	**Tier 5**	**Monthly TOTAL**
Jul-25	$245,143	$1,248,875	$2,058,078	$28,858	$6,321,886	$9,902,840
Aug-25	$195,758	$1,246,413	$2,073,382	$44,963	$5,943,314	$9,503,830
Sep-25	$154,165	$1,014,483	$1,726,893	$47,554	$4,891,834	$7,834,929
Oct-25	$128,301	$877,376	$1,483,634	$57,715	$4,155,645	$6,702,671
Nov-25	$146,378	$1,049,646	$1,761,718	$89,443	$4,480,433	$7,527,618
Dec-25	$163,829	$1,233,263	$2,080,127	$135,233	$4,696,980	$8,309,432
Jan-26	$183,187	$1,402,410	$2,381,956	$187,545	$4,979,569	$9,134,667
Feb-26	$195,990	$1,466,880	$2,485,272	$248,562	$4,903,138	$9,299,842
Mar-26	$186,404	$1,359,720	$2,345,255	$266,528	$4,233,138	$8,391,045
Apr-26	$171,353	$1,310,653	$2,309,831	$281,896	$3,839,852	$7,913,585
May-26	$135,724	$1,074,706	$1,917,183	$235,664	$3,073,993	$6,437,270
Jun-26	$136,574	$1,118,376	$2,018,046	$234,823	$2,955,751	$6,463,570
Jul-26	$152,966	$1,318,890	$2,361,772	$270,563	$3,328,487	$7,432,678

** These costs exclude GET reduction and do not represent administrative costs.*

Date Filed: August 07, 2026

Witness: Jessica B. Cain and Daniel M. Traynor
Request from: Office of Consumer Counsel

Question:

(LIDR) Please refer to CLP-Customer-2. In each tab, row 5 indicates the number of customers in each LIDR tier. Please confirm that the number of customers indicated in CLP-Customer-2 is the number of customers on each tier as of the date this interrogatory response is filed. If not, please update with the current numbers.

Response:

In each tab of Exhibit CLP-CUSTOMER-2, row 5 indicates the number of customers in each LIDR tier as of December 31, 2025. Please refer to OCC-116, Attachment 1, for an updated version of Exhibit CLP-CUSTOMER-2, reflecting the number of customers in each LIDR tier as of July 30, 2026.

Date Filed: August 11, 2026

Witness: Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Consumer Counsel

Question:

(ENERGIZE CT) Please refer to CLP-Customer-1, p. 26, in which the Company states it is a "sponsor of Energize CT."

a. Please describe in detail how Eversource sponsors Energize CT;
b. For the test year, please indicate the amount of costs attributed to Energize CT that were not recovered through the Conservation and Load Management Fund.

Response:

a. Eversource administers the energy efficiency programs associated with the Energize Connecticut^{SM} initiative and statewide brand. The other Sponsors are the Connecticut Department of Energy and Environmental Protection; the Avangrid Companies including The United Illuminating Company, Connecticut Natural Gas, and Southern Connecticut Gas; and the Connecticut Green Bank. The Sponsor language is used to denote a relationship between the Sponsors and the brand and includes no monetary contribution outside what is recovered through the Conservation and Load Management ("CL&M") Fund.

b. All costs attributed to Energize CT are recovered through the C&LM Fund. Therefore, the Test Year does not include any costs associated with Energize CT in base distribution rates.

Date Filed: August 11, 2026

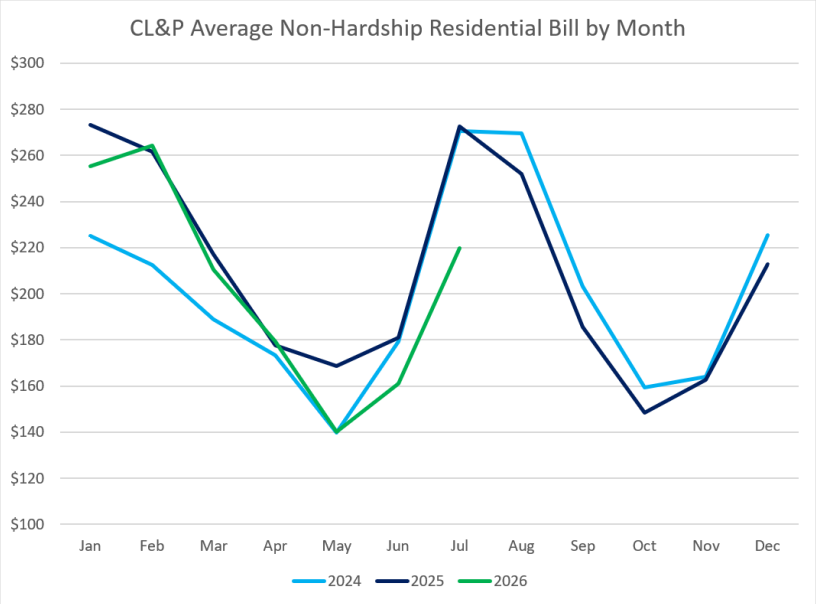
Witness: Jessica B. Cain and Daniel M. Traynor
Request from: Office of Consumer Counsel

Question:

(ARREARAGES) Please refer to CLP-Customer-1, p. 29. The chart at the top of the page shows that arrearages increased significantly from August 2024 to June 2025 and from November 2025 to August 2026. Please provide all research and/or explanation regarding the causes.

Response:

In a steady state period[1], arrears typically follows seasonal usage and patterns annually, driven by weather, associated usage patterns (i.e., higher usage during the heating and air conditioning periods) and winter protections. Typically, during the coldest months of the year, the Company also performs less residential disconnections for non-payment compared to the non-winter protection period. Electric arrears typically peak annually in the May – June timeframe. The Company provides below insight into the seasonality of the average monthly non-hardship residential electric bills during the period in question.



[1] Connecticut is not in a steady state period yet due to the many changes made in recent years.

In addition to steady state seasonal variation insight, during the time frames requested, the Company provides the following additional insight into non-hardship arrears:

- Between August 2024 and June 2025 non-hardship arrears greater than 60-days increased by 22%
    - Average total bills *increased by 11%* (~$20) monthly year-over-year.
    - # of non-hardship customers delinquent *decreased* by 19%
    - Average non-hardship delinquent balance *increased* by 8%
- Between November 2025 and April 2026 non-hardship arrears greater than 60-days increased by 18%
    - Average total bills *decreased by 3%* (~$6) monthly year-over-year.
    - # of non-hardship customers delinquent *increased* by 3%
    - Average non-hardship delinquent balance *increased* by 11%

Last, but not least, several transformational changes occurred during this period that make it difficult to tease out single causes during this period, including:

- First, PURA ended the 4 ½ year Covid pandemic collections moratorium in May 2024 for Hardship customers. As a result, many hardship customers started receiving collections notifications and began making payments on arrears created in the years prior. Once collections on unpaid bills from hardship customers was allowed to resume, the trend of steadily increasing arrears since the pandemic began ended.
- Second, the Company implemented full state data-matching with the Connecticut Department of Social Services in May 2024. The impact of this change doubled the number of verified electric low-income customers, increasing from ~100k to ~200k as a result.
- Third, the Company implemented rolling financial hardship verification expirations in Spring of 2024. Coupled with the full state data-matching, this created an annual peak of financial hardship expirations about 12 months after the very initial full data-matching was implemented.
- Last, but not least, the electric 5-Tiered low-income discount rate ("LIDR") was implemented in June 2025.

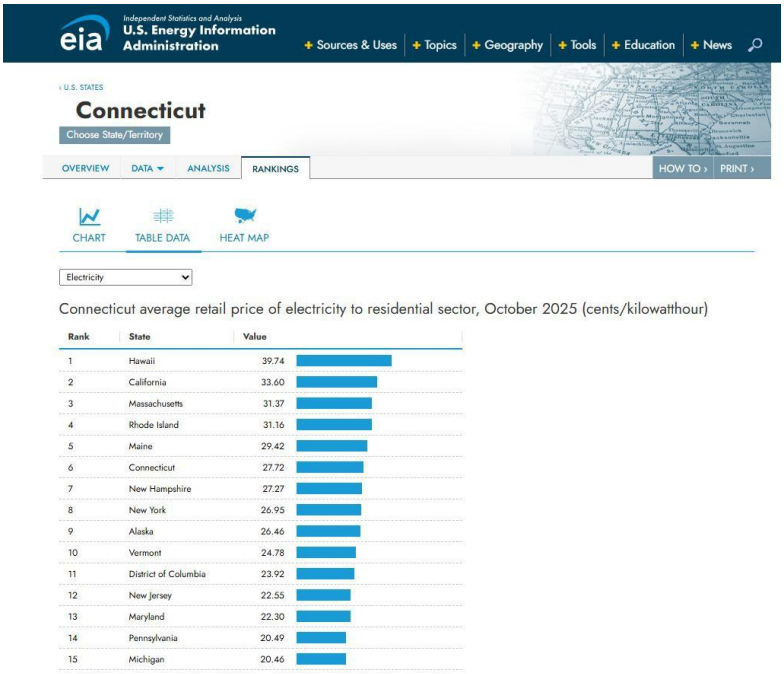
Date Filed: August 11, 2026

Witness: Jessica B. Cain, Michael Goldman and Matthew Nelson
Request from: Office of Consumer Counsel

Question:

(AFFORDABILITY) Please refer to CLP-Customer-1, p. 16, where the Company cites to the US Energy Information Administration ("EIA") website for the proposition that Connecticut residents pay the 25th least amount per person for energy.

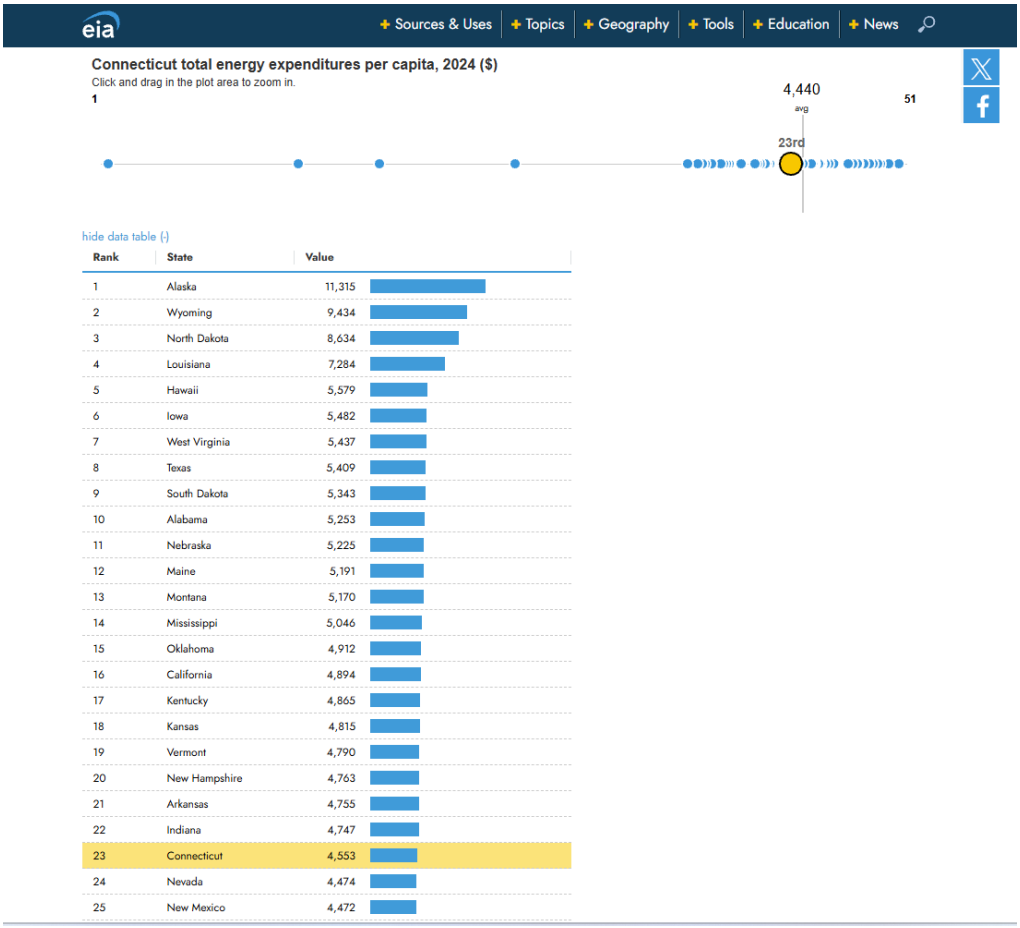
a. Please confirm that the information to which the Company cited in its testimony is the total energy expenditures per capita in 2023.
b. Please confirm that the EIA website to which the testimony cites shows at https://www.eia.gov/states/CT/rankings#series/225 that Connecticut had the sixth highest average residential retail electric price in 2025:



Rank	State	Value
1	Hawaii	39.74
2	California	33.60
3	Massachusetts	31.37
4	Rhode Island	31.16
5	Maine	29.42
6	Connecticut	27.72
7	New Hampshire	27.27
8	New York	26.95
9	Alaska	26.46
10	Vermont	24.78
11	District of Columbia	23.92
12	New Jersey	22.55
13	Maryland	22.30
14	Pennsylvania	20.49
15	Michigan	20.46

Response:

a. Yes. The Company confirms it cited total energy expenditures per capita provided on the EIA website, which displayed Connecticut's ranking as 25th using 2023 data,[1] and now reflects Connecticut's ranking as 23rd using 2024 data, as displayed in the image below. This remains consistent with Connecticut being in the middle of the pack in terms of average overall energy expenditures per capita. Overall energy expenditures best aligns with the customer affordability energy burden analysis that has been performed in Connecticut and used in many other states. Customer costs are determined by both prices and usage, which is a factor in both regional weather differences and housing stock. For this reason, the Company believes the most meaningful comparison should represent what customers pay for energy, not just the level of a specific rate.



Rank	State	Value
1	Alaska	11,315
2	Wyoming	9,434
3	North Dakota	8,634
4	Louisiana	7,284
5	Hawaii	5,579
6	Iowa	5,482
7	West Virginia	5,437
8	Texas	5,409
9	South Dakota	5,343
10	Alabama	5,253
11	Nebraska	5,225
12	Maine	5,191
13	Montana	5,170
14	Mississippi	5,046
15	Oklahoma	4,912
16	California	4,894
17	Kentucky	4,865
18	Kansas	4,815
19	Vermont	4,790
20	New Hampshire	4,763
21	Arkansas	4,755
22	Indiana	4,747
23	Connecticut	4,553
24	Nevada	4,474
25	New Mexico	4,472

[1] At the time of pulling the information from the EIA website for the initial testimony, the site used 2023 data. The EIA has since updated their site and now displays rankings based on 2024 data.

b. The Company also confirms that for the average residential retail electric price in October 2025, the EIA website places Connecticut within the range of the other New England states. Connecticut ranked fourth out of the New England states, behind Massachusetts, Rhode Island, and Maine, with New Hampshire ranked directly after it. Vermont is also ranked in the top ten. This clustering of New England states in the top ten can partially be explained by high regional energy supply costs, which the Company does not have control over nor profit from. The Company fully supports efforts by Connecticut to both address regional energy supply constraints and provide retail energy supply cost protections for residential low-income customers that it has implemented in recent years. In addition to energy supply costs, overall electric rates are also impacted by other costs, such as public policy and transmission costs, that are outside of the control of the Company. The Company fully supports the Public Act No. 25-173[2] directive for OCC to evaluate the purpose, costs, and benefits of combined "public benefits" charges and submit a report in October 2026 [emphasis added in bold]:

> *The Office of Consumer Counsel, in consultation with the Public Utilities Regulatory Authority and the Commissioner of Energy and Environmental Protection, shall prepare a report that describes the line items included in the charges known as the "combined public benefits charges" on a bill to any end use customer of an electric distribution company, as defined in section 16-1 of the general statutes, as amended by this act. Such report shall include, but need not be limited to, an* ***examination of the enabling authority for the imposition of any such line item, and the purpose, costs and benefits associated with any such line item****. Not later than October 1, 2026, the Consumer Counsel shall submit a report, in accordance with the provisions of section 11-4a of the general statutes, to the joint standing committee of the General Assembly having cognizance of matters relating to energy and technology.*

This type of analysis, transparency, and reporting help ensure that Connecticut intentionally strikes the right balance of public benefits value compared to costs to all customers pay for them.

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[2] See Public Act No. 25-173, Section 18, *available at*: https://www.cga.ct.gov/2025/act/Pa/pdf/2025PA-00173-R00SB-00004-PA.PDF.

Date Filed: August 10, 2026

Witness: Jared A. Lawrence and Timothy W. McGrath
Request from: Office of Consumer Counsel

Question:

(CONTROLLABLE AVERAGE CALL HANDLE TIME – HOLD DURATION)
Please refer to CLP-Customer-1, p. 37-38. Does the average hold duration include the total hold time during the call (i.e., the time before the CSR begins the call and the time a customer is placed on hold during the call)?

Response:

The average hold duration includes only the amount of time that the customer is placed on hold by the Customer Service Representative during the live call.

Date Filed: August 11, 2026

Witness: Jared A. Lawrence and Timothy W. McGrath
Request from: Office of Consumer Counsel

Question:

(CONTROLLABLE AVERAGE CALL HANDLE TIME) Please refer to CLP-Customer-1, p. 38.

a. Is the Company proposing that calls should last an average of 76 seconds total?
b. If yes to (a), does this include the time spent obtaining the account and contact information from the customer?
c. If yes to (a), does this include all types of calls (i.e., the average call handle times for all types of calls should be 76 seconds total)?

Response:

No, the Company is not proposing that calls should be an average of 76 seconds.

The Controllable Average Handle Time referenced in Exhibit CLP-CUSTOMER-1, at page 38, is a combination of customer hold time (time spent when the Customer Service Representative ("CSR") places the customer on hold) and after call work which is the time spent immediately following a customer call to complete the customer's transaction, as needed.

This proposed metric does *not* include the time the CSR spends speaking with the customer.

Date Filed: August 11, 2026

Witness: Jared A. Lawrence and Shamus O'Brien
Request from: Office of Consumer Counsel

Question:

(POST TRANSACTION SURVEY) Please refer to CLP-Customer-1, p. 38-39. Please explain how a customer can assess the CSR's knowledge in the call and/or how the customer knows if the CSR provided the correct information.

Response:

The Company's Post-Contact Transaction survey was launched in September 2018 and is conducted among a random selection of customers who have had an interaction with the Company's call center. Selected customers are invited to participate in the survey within 24 hours of their interaction. The survey is designed to measure their views on the recent interaction with the call center and include rated attribute questions asking customers to assess a number of characteristics related to a customer service representative, including how they would evaluate the knowledge demonstrated by the representative. But it is important to bear in mind that these ratings are based on the customer's perception of their interaction with the customer service representative. Perception can be impacted by a range of factors, and customers may vary in their grading criteria. Some examples of criteria can include the ability to answer an inquiry without transferring, the ability to answer follow-up questions, or the speed of handling a customer inquiry during the contact with a Customer Service Representative ("CSR"). Collecting a robust level of data and reporting on quantitative data in aggregate helps control for the differences in perception from customer to customer.

Customers may not be able to independently verify that a CSR provided correct information, however this is the purpose of the Company's quality assurance, coaching, and training programs, as well as a robust knowledge library to help CSRs accurately answer customer inquiries. Please also refer to the Company's response to OCC-110[i].

Prior Referenced Response:

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[i] OCC-110 Question:
(CUSTOMER SERVICE) Please provide all written policies and procedures regarding the Company's quality assurance or other reviews of customer calls/customer service interactions with customers via the telephone, including reviews of internal and external CSRs.

OCC-110 Response:

Eversource views there to be value in having a robust Quality Assurance Program. Accordingly, the Company employs a thorough approach, designed to enhance and continuously improve the customer experience, not only for internal Customer Service Representatives ("CSRs") but also for CSRs at the Credit Call Handling third-party vendor (Alorica).

Training covers the expectations Eversource has for internal CSRs. This includes details ranging from how to properly process a move in request to how to answer questions about a bill to how to process a payment, along with many other areas. Extensive training is completed for the CSR to be prepared to support and assist customers.

To validate that CSRs are following the necessary requirements to resolve customer inquiries while providing them exceptional service, Eversource has built a comprehensive behavior-based internal Quality Assurance Program. This program provides the most effective and productive measure of accuracy of a customer service call.

Both external and internal CSRs are scored on an average of four (4) calls per month. It is important to note that these calls are not strictly for CL&P customers, as CSRs are also trained to support customers across other operating companies.

Internal employee Quality Assurance Program:

The Quality Assurance Program at Eversource is a behavior-based program designed to improve CSR interactions with customers by focusing on the words, actions, and approach taken by the CSR. Feedback is provided to CSRs through the Quality Assurance Call Form, which includes behaviors which should continue or be adjusted going forward. By highlighting both positive behaviors and behaviors which require adjustment, CSRs are able to maintain and improve skills which are a benefit to the customer while adjusting other behaviors designed to improve the customers' experience. Eversource provides feedback for every CSR monthly through the program. On average, all CSRs at Eversource will receive four feedbacks per month during an annual review period. Dedicated internal quality assurance teams, as well as local supervision, provide this feedback to CSRs. Calls are selected both at random by computer software and manually by call scorers, when necessary. The call scoring responsibility is shared across several team members to ensure the CSR benefits from multiple perspectives. CSRs are held accountable for their performance through call reviews and the Company's yearly performance management process.

External employee Quality Assurance Program:

For Alorica agents supporting the Company's credit calls, the CSRs undergo a thorough training to ensure they deliver information aligned with PURA's approved scripts. This approach ensures consistency in the communication provided to the customers, as the CSRs adhere closely to the guidelines laid out in the scripts. Please refer to PURA-approved

scripts provided in Docket No. 17-12-03RE01, Interim Decision (July 1, 2020)[i] and Call Review template in Docket No. 21-07-01, provided as OCC-110, Attachments 1 and 2.

The number of calls monitored per agent per month will vary based on factors such as tenure and past performance. However, a minimum of four (4) calls per agent per month must be monitored. Each third-party vendor Quality Assurance ("QA") specialist will monitor and provide a minimum of two (2) evaluations per agent per month. Also, vendor Supervisors may monitor additional calls over and above the four (4) call minimum set for each agent.

The Company has established specific parameters and mechanisms within the signed Alorica contract to ensure the vendor is held accountable for their performance quality. Please see OCC-110, Attachment 3 CONFIDENTIAL, under section 3.1.4 Training on pages 37-39, under section 3.1.5 Quality on page 40, and under section 7.4.1 Performance Criteria (KPIs) on pages 51-53.

Eversource's internal vendor management team also separately reviews more than one hundred additional, randomly selected Connecticut credit and collections calls handled by the Company's third-party vendor partner to validate their performance and ensure that all customers are being made aware of the best programs and protections available to them, as well as being made aware of weatherization and other energy efficiency programs. In addition, the Company's internal vendor management team holds weekly calibration sessions with the third-party vendor to ensure consistency and accuracy for Connecticut credit and collections calls.

Date Filed: August 11, 2026

Witness: Christopher E. Colorio and Mark P. Baldwin
Request from: Office of Consumer Counsel

Question:

(STORM) Please provide all weather modeling (from DHMAS, University of Connecticut, and/or all others) provided to the Company regarding the July 4, 2026, storm.

Response:

Please refer to the following attachments:

- OCC-123, Attachment 1, for the area forecast discussion from the National Weather Service
- OCC-123, Attachment 2, for the weather model from University of Connecticut
- OCC-123, Attachment 3, for the weather model from CT Department of Emergency Services & Public Protection
- OCC-123, Attachment 4, for the weather model from the National Weather Service
- OCC-123, Attachment 5 CONFIDENTIAL, for the Weather Sentry weather model
- OCC-123, Attachment 6, for the UtiliWeather weather model

Date Filed: August 11, 2026

Witness: Christopher E. Colorio and Mark P. Baldwin
Request from: Office of Consumer Counsel

Question:

(STORM STAFFING) Please provide an unlocked Excel spreadsheet showing for storms from 2020 to the present: each storm, the event level, the number of outage events, the number of customer outages, the number of external line crews retained for the event, the number of internal line crews working on the event, the maximum number of line crews the Event Level Matrix indicates for that level storm, the total cost, and the average restoration time per customer.

Response:

Please refer to OCC-124, Attachment 1, for the requested information. The Company is continuing to compile and verify information. The Company will supplement this response once that process is complete.

Date Filed: August 11, 2026

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

Question:

(TVR) Please refer to Exhibit CLP-Rates-1, p. 12.

a. Please confirm that the Company's proposed time-varying rates are opt-in.
b. If the Company's currently proposed time-varying rates are opt-in, please explain how and when the Company intends to comply with Public Act 25-173, Section 20, which requires electric distribution companies to file an application for opt-out time varying rates not later than October 1, 2027.

Response:

a. Please see the TVR Customer Engagement Plan, Exhibit CLP-RATES-8, page 11 of 12, which identifies that the current rate schedules for which changes to time-varying rates have been proposed are either optional (i.e., opt-in) or mandatory for customers under various classes of service.

b. Within the context and overall enablement of TVR by AMI, the Company is proposing in its AMI Plan filed in this proceeding an extensive, stakeholder-inclusive study of customer interval data in conjunction with the rollout of AMI, culminating in consensus TVR rate designs and ultimately the launch of TVR billing capabilities and a rate comparison tool to help customers navigate their options. Accordingly, the Company has not made any proposals related to TVR in its AMI Plan.

   It is critically important that the Company receive and have sufficient time to evaluate PURA's decision on AMI before determining its filing strategy for TVR under the Act. The Company's intent is to file a TVR application in compliance with the Act, reflective of these considerations. Proposed timing for implementation of TVR is expected to follow completion of AMI deployment (e.g., a year after such completion), as will be further addressed in that filing. Please also see footnote 1 on pages 11-12 of Exhibit CLP-AMI-1.

Date Filed: August 07, 2026

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

Question:

(CUSTOMER DISTRIBUTION) Please provide the Company's current number of customers and percentage distribution of customers by rate class.

Response:

Please refer to OCC-126, Attachment 1, for the Company's current number of customers as of June 2026 and the percentage distribution of customers by rate class.

Date Filed: August 11, 2026

Witness: Christopher Leigh
Request from: Office of Consumer Counsel

Question:

(DATA PRIVACY) Please indicate all costs and describe all system changes necessary if customer account information were subject to the data privacy rules of General Statutes § 36a-701b (i.e., if utility account information were included within the definition of "personal information" in § 36a-701b(a)).

Response:

The Company has not incurred costs or required system changes to comply with the General Statutes § 36a-701b requirements. If there was a breach that was in scope of this requirement, there would be costs to comply in the form of legal fees, third-party vendor fees for processing the notifications, and credit monitoring.

Date Filed: August 11, 2026

Witness: Christopher Leigh
Request from: Office of Consumer Counsel

Question:

(Cybersecurity) Does the company have a cybersecurity policy or framework document that outlines priorities and standards for cybersecurity? If so, please provide it.

Response:

Eversource follows the National Institute of Standards and Technology ("NIST") Cyber Security Framework. Eversource has mapped its policies to that framework and the Eversource Cyber Security Plan describes the common operating model. Please refer to OCC-128, Attachment 1 CONFIDENTIAL, for a copy of the Eversource Cyber Security Plan.

Date Filed: August 11, 2026

Witness: Christopher Leigh
Request from: Office of Consumer Counsel

Question:

(Cybersecurity) Please provide the two questionnaires mention on page 35 of Exhibit CLP-AMI-2 (Corporate Information Security Risk Assessment Questionnaire ("CISRAQ") and the due diligence questionnaire ("DDQ")). In addition, please provide information - including copies of any guidelines, manuals, or standards - on how the Company assess these questionnaires once complete, and ranks or decides if a third party's cybersecurity practices meet Company standards.

Response:

The Company is providing the following attachments:

- OCC-129, Attachment 1, for the Due Diligence Questionnaire (DDQ)
- OCC-129, Attachment 2, for the Corporate Information Security Risk Assessment Questionnaire (CISRAQ)
- OCC-129, Attachment 3 CONFIDENTIAL, for the IT Vendor Risk Management Evaluation Process

Date Filed: August 11, 2026

Witness: Christopher Leigh
Request from: Office of Consumer Counsel

Question:

(Cybersecurity) Once Eversource gives customer data to a third party, does it conduct any regularly occurring follow up or diligence to ensure that, over time, data management standards are upheld? If yes, please provide all written policies and procedures that govern.

Response:

The Company has a process to re-review vendors based on risk. Please refer to OCC-129, Attachment 3 CONFIDENTIAL, for the IT Vendor Risk Management Evaluation Process.

Date Filed: August 11, 2026

Witness: Christopher Leigh
Request from: Office of Consumer Counsel

Question:

(Cybersecurity) Please provide details on the Company's cybersecurity monitoring center, including staffing levels, organization chart, background of staff and their experience in cybersecurity, documented strategies to structure the monitoring center's work, and guidelines for responding to alerts originating from the automated monitoring system.

Response:

The Eversource cybersecurity monitoring center is a three-tiered model consisting of a combination of 11 contractors and 8 Eversource employees. Level One consists of 8 contractors who provide the 24/7 monitoring of Eversource's initial detection capabilities. Level One monitors for alerts and performs initial triage and outreach. They follow a set of standard operating procedures ("SOPs") to either resolve or escalate events and incidents. Events can include malware detection, improbable travel, failed logins, locked accounts, and a number of other detections.

Level Two consists of 2 contractors and 3 Eversource employees. Level two provides advance monitoring in restricted tools sets, initial escalation support, and investigation capabilities. Level Two operates Eversource's email and data loss prevention defenses and cyber threat intelligence program. In addition, they receive alerts and notifications from other IT or OT teams.

Level Three consists of 3 Eversource employees who provide more advanced event and incident response capabilities including threat hunting, computer forensics, and network defense. Level Three also develops detection rules and workflows that provide the alerts for Levels One and Two. Other teams contribute technical expertise and support as needed based upon the challenge and technology.

Levels Two and Three provide 24/7 support to Level One through an after-hours on-call system. In addition, the contractor provider has its own manager. The overall security monitoring center is led by an Eversource supervisor and manager.

The contractors are trained and certified through the vendor's in-house training program and pipeline. The Eversource employees come from a variety of experience to include military and legal backgrounds. Each Eversource employee member is required to participate in a minimum of 40 hours of training per year to develop and maintain cybersecurity skills. This includes

participation in cyber exercises, certification courses, and vendor provided tool specific training. Collectively, the team has professional certifications in incident response, network monitoring and detections, network forensics, computer forensics, penetration testing, malware analysis/reverse engineering, operational technology security and incident response, and cybersecurity management with more than 75 years of shared cybersecurity experience.

Standard Operating Practices are developed collaboratively between the contractor providers and the Eversource team. Lessons learned are incorporated into the documentation over time. In addition, both teams work together to refine and tune detections and alerts to reduce noise and improve the accuracy of the alerts. In the event of a major incident, Eversource has an Incident Response Plan ("IRP") that defines the composition of the initial response team, responsibilities, authorities, and communications requirement. Other plans and documents such as personal data breach plans and disaster recovery plans support the IRP.

Please refer to OCC-131, Attachment 1 CONFIDENTIAL, for an organizational chart of the Company's Cybersecurity staff.

Date Filed: August 11, 2026

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

Question:

(Cybersecurity) The cybersecurity section of Exhibit CLP-AMI-2 on pages 34-35 considers only cybersecurity issues related to customer data and privacy. Please provide information on if and how the company plans for and addresses cybersecurity threats outside of the individual data collection and data privacy space, including but not limited to operational security and assessment of third party companies.

Response:

The Eversource Cyber Security Plan (provided in this proceeding as OCC-128, Attachment 1 CONFIDENTIAL), Section 6 Situational Awareness and Section 7 Information Sharing and Communications discuss our overall program for addressing cyber-security threats. Eversource works closely with various government agencies to share threat information. This information is part of our situational awareness for how threat actors target critical infrastructure. Then detection alerts are created and monitored, and, if needed, action taken.

Eversource participates in various government information sharing programs where network traffic is provided to DOE and DHS programs for analysis. This provides the agencies with national situational awareness, when combined with other utility data. Their analysis also can result in specific threat information being provided back to Eversource for review. No customer information is ever provided to these agencies.

Eversource reviews third party controls through the Due Diligence Questionnaire ("DDQ"). Eversource also uses a third-party service to monitor the security posture of our critical vendors and if their posture score drops or notice of an incident is made public, then we assess the risk to Eversource and will take appropriate action. However, the response to an event at a third-party site is the responsibility of the third party.

Date Filed: August 11, 2026

Witness: Leanne M. Landry and Jeffrey D. Turano
Request from: Office of Consumer Counsel

Question:

(IT Capital Expenses) Exhibit CLP-ADDITIONS-1, page 66 of 81, provides one, brief sentence describing information technology projects that are funded through capital investment. Please provide more details, by identifying each capital project included in the Company's information technology investment category since its last rate case. For each project, provide:

a. A description of the project;
b. The purpose and business justification;
c. The date the project commenced and, if applicable, was placed into service;
d. The total estimated and actual project cost;
e. The amount currently included in rate base;
f. Whether the project is complete or ongoing; and
g. The benefit, including but not limited to anticipated and realized customer benefits, operational benefits, cost savings, reliability improvements, cybersecurity improvements, or regulatory compliance benefits.

Response:

Please refer to OCC-133, Attachment 1, for a summary of the IT projects complete, in-service and included within the Company's rate base in this proceeding. OCC-133, Attachment 1, also includes references to Exhibit CLP-ADDITIONS-4 where additional project information and supporting documentation can be found. All projects are complete as of their in-service date

Date Filed: August 10, 2026

Witness: Sean P. Noonan, Leanne M. Landry and Jeffrey D. Turano
Request from: Office of Consumer Counsel

Question:

(IT Capital Expenses) Please explain the criteria used by the Company to determine whether an information technology expenditure is capitalized rather than expensed.

Response:

Please refer to OCC-134, Attachment 1, for the Company's Accounting Policy Statement ("APS") No. 8 – Capital vs. Expense Criteria, which explains how the Company determines how costs are classified as Capital vs. Expense. Please also refer to OCC-134, Attachment 2, for the Company's Accounting Policy Statement No. 3 – Capitalization of Costs Related to Computer Software Purchased or Developed for Internal Use or Incurred in a Cloud Hosting Arrangement. In addition to the above accounting policies, the Eversource Plant Accounting department reviews all IT capital project authorization forms to ensure: (1) proper classifications; (2) that capital versus expense determinations conform to the Company's APS Nos. 3 and 8; and (3) IT costs are recorded in accordance with generally accepted accounting principles ("GAAP") and Federal Energy Regulatory Commission ("FERC") electric utility guidance.

Date Filed: August 11, 2026

Witness: Sean P. Noonan, Leanne M. Landry and Jeffrey D. Turano
Request from: Office of Consumer Counsel

Question:

(IT) Please provide the IT strategy mentioned on page 15 of Exhibit CLP-Additions-10A.

Response:

This reference on page 15 of Exhibit CLP-ADDITIONS-10A is part of the Corporate / Shared Services Project Authorization Form. A copy of the most recent IT Strategy document (also referred to as our Consolidated Business-IT Strategic Roadmap) is provided here as OCC-135, Attachment 1 CONFIDENTIAL AND REDACTED FOR RELEVANCE.

The IT Strategy was most recently updated in April 2025 and contains a review of the business imperatives for each area of the company, the technology stack supporting those operations, and the technology plans to support that area of the business over the next few years. Please note that the roadmap in this document is not financially constrained. Therefore, it may represent a larger technology investment than ultimately gets funded each year. Unfunded initiatives get reconsidered and/or reprioritized in future years.

Date Filed: August 10, 2026

Witness: Jared A. Lawrence and Timothy W. McGrath
Request from: Office of Consumer Counsel

Question:

(COMPLAINTS) In the test year, how many and what percentage of customer complaints were resolved in one call/contact?

Response:

The Company periodically receives complaints directly from customers through its Contact Centers. The Company addresses such complaints through its structured customer-inquiry escalation process. As a practice, the Company tracks all customer inquiries that are escalated after the initial contact with a Customer Service Representative ("CSR"), regardless of whether they are deemed to be an actionable complaint. These escalations are logged by CSRs through an internal escalation tracking mechanism that captures any customer concerns regarding specific processes, service experiences, or perceived gaps in resolution. Customer-inquiry escalation data is collected at the time of interaction, where the aim is to resolve the customer's inquiry on the first call.

The focus of an escalation ticket is to follow up and resolve the call. The Company does not distinguish between whether the customer is making an inquiry or an informal complaint. All customer inquiries are escalated with urgency, with no topic given higher priority, regardless of whether the complaint is a live transfer or call back. The Company targets a 24-hour response time to complete these escalations. However, it is important to note that not all escalations can be resolved on the first contact as they may require further research/follow up. The details captured in the escalation process feed into a monthly report used by management to confirm timely resolution of these inquiries. This report groups escalations by topic and resolution timing: on live call, within 24 hours, or after 24 hours. The Company uses this report to monitor escalations internally and to ensure that customers receive a responsive resolution.

In the Test Year, 2025, the Company resolved 92% of customer complaints received though the internal escalation process within 24 hours. The table below details the total number of customer escalations received compared to the total number resolved within the 24-hour timeframe.

Table 1: Customer Escalations through Escalations Process

Year	Total Customer Escalations	Escalated & Resolved on Live Call	Escalated & Resolved within 24 Hours	Escalated & Resolved after 24 Hours	Total Calls Answered in Contact Centers
2025	11,193	9,348	10,403	790	1,479,600

Date Filed: August 07, 2026

Witness: Andrew C. Belden
Request from: Office of Consumer Counsel

Question:

(DER PIM) Please refer to Exhibit CLP-Customer-1, p . 35. Please list and explain all components included in the pre-construction and post-construction milestones.

Response:

Components included in the pre-construction and post-construction milestones are the following:

> **Pre-construction milestone:** This includes the number of business days from receipt of a complete application to the applicant's notification of "Contingent Approval." Activities include review and approval of all required Residential Renewable Energy Solutions ("RRES") application submittals as well as review and approval of Level 1 interconnection materials.
>
> **Post-Construction milestone:** This includes the number of business days from receipt of an approved municipal wiring inspection and applicable meter payments to final Permission to Operate ("PTO"). Activities include installation of applicable on-site meters, final document review and issuance of PTO to customers and installers.

These milestone definitions are consistent with the definitions of the Potential PIM, 8.1: Level 1 DER Interconnection PIM, described in the second Draft Decision in Docket No. 21-05-15RE02, at 78.

Milestones do not include days in which the Company is awaiting customer action. Projects requiring electric power system upgrades are also not included.

Date Filed: August 07, 2026

Witness: Jessica B. Cain and Daniel M. Traynor
Request from: Office of Consumer Counsel

Question:

(AVERAGE DISCOUNT RATE ENROLLMENT PIM) Please refer to Exhibit CLP-Customer-1, p. 40. Does the PIM include the time required to move customers from one LIDR tier to another or only the time to initially enroll customers on LIDR?

Response:

The Company's proposed Average Discount Rate Enrollment Time component of the Customer PIM Suite measures both the timing for customers newly providing proof of qualification for the LIDR and those qualifying for subsequent LIDR discount tier changes.

Date Filed: August 11, 2026

Witness: Craig Dikeman, Matthew J. Correia, and Elizabeth N. Jones
Request from: Office of Consumer Counsel

Question:

(FEE FREE) Please refer to Exhibit CLP-Customer-1, p. 49-51. Please provide the current contract with all addendums in effect with the Company's fee free vendor.

Response:

Please refer to OCC-139, Attachment 1 CONFIDENTIAL, for a copy of the master service agreement with the Company's current fee free vendor ACI Payments, Inc., formally known as Speedpay, Inc.

Date Filed: August 11, 2026

Witness: Elizabeth N. Jones
Request from: Office of Consumer Counsel

Question:

(FEE FREE) Please indicate for each year from 2020 through 2025 the total annual number of fee free transactions.

Response:

For each year from 2020 through 2025, the total annual number of fee free transactions are as follows:

2020: 812,143
2021: 956,920
2022: 1,133,252
2023: 1,371,596
2024: 1,488,406
2025: 1,634,074

Date Filed: August 11, 2026

Witness: Elizabeth N. Jones
Request from: Office of Consumer Counsel

Question:

(FEE FREE) Please explain why the Company projects an approximately $740,000 annual increase in the costs associated with the fee free program (approximately $740,000-$98,000 normalization = $642,000).

Response:

The Company's approximately $740,000 annual increase in the costs associated with the fee free program was projected based on two factors:

1. Using historical data, the Company projected the annual volume of card payments to increase approximately 9%.

2. A projected 8.5% increase in credit/debit card processing fees based on terms of the Company's contract with its third-party credit/debit card processing vendor.