Date Filed: August 13, 2026

Witness: Leanne M. Landry and John G. Griffin
Request from: Office of Consumer Counsel

Question:

(STORM AUDITS)

a. If the Company has audited and/or contracted with a vendor to audit and/or review the storm costs requested in this proceeding, please indicate the date of the audit/review, the scope of the review, the type of the review, and the entity conducting it.
b. Please provide all reports and/or final written conclusions of audits and/or reviews performed on the storm costs requested in this proceeding.

Response:

a. Please see the description below defining the Internal Audit function's responsibilities, with a focus on the annual contract compliance audits that Eversource conducts through Revenew International LLC. The contract compliance audits may include vendors that provide storm support services, such as, but not limited to, overhead line crews, but can also include non-storm work. Vendors selected for contract compliance audits are evaluated according to the methodology described below.

Internal Audit Approach

The Eversource Energy Internal Audit Department ("IAD") is responsible for several important functions within the management structure, including but not limited to the following functions:

- Establishing controls and risk management activities and assuring that those processes are designed adequately and operating effectively.
- Implementing processes to assure that resources are acquired economically, used efficiently, and protected adequately.
- Implementing processes to assure that business programs, plans, and objectives are achieved.
- Implementing processes to assure that quality and continuous improvement are fostered within the organization.

The development of the annual Audit Plan is among the most critical functions that IAD performs. A thorough and effective planning process helps to ensure that IAD is able to

assemble a meaningful and challenging plan, designed to provide Company management with timely and useful feedback on Company operations and the control environment.

Annual Contract Compliance Audit
IAD's Annual Audit Plan encompasses approximately 50-55 audits, including a Contract Compliance Audit. The Contract Compliance Audit is designed as an overlay to other processes that the Company conducts to assure that Eversource vendors are fully complying with the terms and conditions of the contracts. This approach is considered an industry "best practice" and generally relies on the use of an external firm with the technical skills and resources to perform the audit most effectively.

For this purpose, Eversource Energy is using the services provided by Revenew. Revenew is based in Houston, Texas, and has been conducting contract compliance audits for over 25 years. External audits of contract compliance are typically utilized to execute on the "right to audit" clause that Eversource includes in vendor contracts. External vendor audits are a highly specialized discipline that requires analyzing source records that must be obtained from the vendor. Revenew performs line-item analysis of contracts, invoices, and payment transactions by running over 140 audit tests on the vendor's documentation, mostly at the vendor's own premises, which Eversource is unable to do. Revenew's compensation is tied to actual results through a "shared gains" arrangement, resulting in no net cost to Eversource. Specifically, Revenew's fee structure is that it is entitled to a cash payment equal to approximately 30% of the invoice credits obtained through Revenew's audit work. Revenew is not paid for contract reviews that do not result in dollar savings for Eversource. Historically, Revenew will conduct 3-6 vendor audits per year. This practice has an added benefit in that it sends a strong signal to suppliers that contract compliance is monitored and enforced, putting Eversource in a strong position for future contract negotiations.

Vendor Selection Methodology/Criteria
All Eversource vendor contracts have a right-to-audit clause, as a result, vendors are identified and selected through the joint coordination of Eversource and Revenew, using a set of criteria applied to the Eversource Procurement vendor database of more than 4,300 vendors. The criteria for a vendor audit require a three-year spend over $10 million and an invoice count of 300 or more, along with consideration of the pricing structure of the good/services contracted for (time and materials preferred), contract complexities, and recommendations from Procurement and Operations Management.

To identify vendors that provide storm and non-storm services to Eversource operating affiliates in Connecticut, Massachusetts, and New Hampshire and that are appropriate for the type of audit that Revenew performs, Eversource takes the following steps:

- Eversource Procurement provides a report of vendor spend and invoice counts.

- The top 20 vendors from that list are selected for vetting by Revenew.
- Thereafter, a Contract Owner Questionnaire meeting is held with IAD, Revenew, Eversource Procurement, and the affected Eversource Business Partners to discuss contract pricing structure, any billing issues and the vendor relationship with Eversource.
- Eversource issues an Audit Notification Letter to the affected vendors.
- Revenew performs audits at the vendor's premises, which is supported by Eversource IAD.
- Revenew produces an audit *Summary of Monetary Issues*, which is reviewed with Eversource IAD, Procurement, and Operations.
- Eversource engages in negotiations with affected vendors.

Storm vendors are considered to be those that provide emergency response services to Eversource during restorations events occurring across one or all of Eversource's three jurisdictions. There are other line contractors used by Eversource that perform daily work on the Eversource system and would also be used for storm restoration. However, these contractors are not considered to be "ERP contractors" for audit purposes.

Revenew conducted vendor contractor compliance audits for work performed on both storm and blue-sky days for vendor invoices between January 2024 and March 2025, noting that it is common for storm vendor invoices to be submitted months after a storm occurs.

Vendors providing storm support services were part of contract compliance audits reported on in 2025 and 2026. The audit periods for these vendors differ depending on when the contract compliance audit started. The vendor selection is done independent of which operating company to which storm support services were provided. Revenew selects invoices to include in the audit which may include The Connecticut Light and Power Company or Eversource's other operating companies. Storm cost audits for the period January 2024 – March 2025 (covering storms submitted for prudency review in this proceeding) include:

Date of Audit/Review	**Vendor**	**Scope**	**Type of Review**	**Entity Conducting Review**	**Reference to Reports**
Completed January 9, 2025	Multiple	January 2020-February 2024	Contract Compliance Audit	Revenew	Audit Report # 25-04, provided as OCC-142, Attachment 1 CONFIDENTIAL
Completed January 6, 2026	Multiple	January 2020-March 2025	Contract Compliance Audit	Revenew	Audit Report # 26-02 provided as OCC-142, Attachment 2[1] CONFIDENTIAL
Completed August 4, 2026	MTV Solutions	Jan 2020-Feb 2024	Contract Compliance Audit	Revenew	OCC-142, Attachment 3 CONFIDENTIAL
Completed May 28, 2026	Asplundh Tree	Jan 2022-Mar 2025	Contract Compliance Audit	Revenew	Will be reported in the 2026 Contract Compliance Annual Report

Please note that scope refers to the billing time period for the vendors selected for the Contract Compliance Audits. See the corresponding audit report for specifics by vendor.

b. See table above for reference to each report.

[1] For Audit Report No. 26-02, provided as Attachment OCC-142, Attachment 2 CONFIDENTIAL, please note that the spend reviewed and the negotiated settlement amount included amounts allocated to other Eversource operating companies, in addition to CL&P.

Date Filed: August 13, 2026

Witness: Douglas P. Horton
Request from: Office of Consumer Counsel

Question:

(STORM) Please refer to Exhibit CLP-Storm-1, p. 8, indicating the Company is seeking recovery for storms occurring between January 2024 and March 2025.

a. Did the Company incur any storm costs for the remainder of 2025?
b. If yes to (a), please explain if the Company intends to seek recovery of those costs and in what proceeding.

Response:

a. Yes, the Company has incurred additional catastrophic storm and pre-staging event costs in 2025 and 2026, beyond what is proposed for prudence review and cost recovery in this proceeding. A preliminary estimate of the total costs associated with the events incurred from April 2025 through July 31, 2026 is approximately $132 million. In addition, please see EOE-013, Attachment 1, for the costs associated with non-catastrophic storm events (events that did not exceed the $4 million catastrophic storm eligibility threshold).

b. Eversource is not seeking a prudence review and recovery of post-March 2025 catastrophic storm costs within the context of this proceeding. Rather, the Eversource Leadership Panel's testimony in Exhibit CLP-ELP-1, beginning on page 121, provides the detailed proposal the Company has submitted in this proceeding regarding the recovery of the January 2024 – March 2025 catastrophic storm costs and additional funding and recovery of catastrophic storm and pre-staging event costs, prospectively.

   In summary of that testimony, the Company is proposing to establish a new rate mechanism to operate outside of base rates to allow for more timely review and recovery of catastrophic storm costs than is possible under the current paradigm. Specifically, the Company is proposing to implement a Storm Cost Recovery Adjustment Factor ("SCRAF"). The SCRAF would operate as a rate adjustment mechanism incorporating an annual prudence review of eligible costs and subsequent recovery of prudent costs with carrying charges. This would help prevent the buildup of catastrophic storm and prestaging event costs in between rate cases causing the potential for customer rate shock and additional carrying charges.

   Pages 139 to 140 of Exhibit CLP-ELP-1 put forth the Company's proposal to begin recovery of the net balance associated with the January 2024 to March 2025 storm events

through the SCRAF with rates effective commensurate with new base rates in this proceeding, or July 1, 2027.

With regard to storm costs post-March 2025, the Company's plan is to file the actual storm costs incurred from April 2025 through December 2026 with all supporting documentation on September 1, 2027. PURA would then conduct a contested proceeding to evaluate the prudence of all incremental catastrophic storm and pre-staging costs, the accumulated reserve balances and the potential need for a SCRAF rate change to begin recovery of prudently incurred costs. The Company's proposal is to implement any rate changes on September 1st of the following year, aligning with the Company's RAM Phase II rate changes on the same day.

This process would continue on an annual basis where the Company would file the prior year's actual storm costs with all supporting documentation on September 1st each year, with a prudence review occurring thereafter and a potential rate change to incorporate those storm costs into the SCRAF in the following September 1st rate change.

Date Filed: August 12, 2026

Witness: David L. Gladey and Steven Lamontagne
Request from: Office of Consumer Counsel

Question:

(Poles) How many poles does Eversource currently fully own in Connecticut?

Response:

Eversource currently fully owns 94,686 poles in Connecticut.

Date Filed: August 13, 2026

Witness: David L. Gladey and Steven Lamontagne
Request from: Office of Consumer Counsel

Question:

(Poles)

a. How many poles does Eversource currently jointly own with another entity in Connecticut?
b. Please provide a table reflecting the entities, e.g., ILECs, municipalities or other entities, that jointly own poles with Eversource in Connecticut and the number of poles that are jointly owned.
c. Do any residents co-own poles with Eversource in Connecticut? If so, how many?

Response:

a. Eversource currently jointly owns 635,636 poles with other entities in Connecticut:

Jointly Owned Poles in CT

Eversource Custodian	316,549
Telecomm Custodian	319,087
Total	635,636

b. The number of poles jointly owned by entity in Connecticut are provided in the table below:

Jointly Owned Poles by Entity in CT

Entity	Eversource Custodian	Telecomm Custodian	Total
AT&T	5	309,797	309,802
CL&P	316,534	16	316,550
Fairpoint		21	21
Frontier	10	3,996	4,006
Verizon		5,254	5,254
Unknown		3	3
Total	316,549	319,087	635,636

c. Eversource does not co-own poles with residents.

Date Filed: August 13, 2026

Witness: David L. Gladey, Steven Lamontagne, Leanne M. Landry and Jeffrey D. Turano
Request from: Office of Consumer Counsel

Question:

(Poles) Please provide the actual costs incurred by Eversource for the years: 2021, 2022, 2023, 2024, and 2025 for the following:

a. Pole inspections;
b. Pole replacement due to age/end of life;
c. Electric wire and facilities transfers to new poles;
d. Pole replacement due to damages unrelated to storms, such as motor vehicle accidents;
e. Structural reinforcements for provision of electric service;
f. Pole maintenance (please specify what kinds of maintenance were conducted and the costs associated with each type of maintenance);
g. Transfer or removal of unused wires in the communication space.

Response:

a. During the period from 2021 to 2025, the Company has inspected approximately 29,000 to 32,000 custodial wooden utility poles per year following a 15-year inspection cycle. This cycle ensures that every custodial pole across the 157 towns in Connecticut is evaluated at least once within the timeframe. The inspection costs are determined by several factors, including the pole's age, its observed condition during the field inspection, and the type and extent of treatment "maintenance" required to maintain the structural integrity and ensure continued serviceability until the subsequent inspection interval.

   In 2025, the Company reviewed its wood-pole inspection standards and decided to shorten the inspection cycle from 15 years to 10 years. By adopting a more frequent inspection schedule, the Company aims to evaluate each custodial pole every 10 years, allowing issues to be identified earlier and addressing them more proactively. Under the revised 10-year cycle, approximately 41,000 to 42,500 poles will be inspected starting in 2026 and moving forward.

   To manage the pole inspection costs, the Company renegotiates its inspection contract every three years through a competitive bidding process. The most recent review was completed in 2024, and the results show that the Company successfully reduced costs compared to the previous contract.

Table 1. Inspection Costs by Year

Year	Inspection Cost
2021	$1,678,411
2022	$2,195,343
2023	$1,806,931
2024	$1,387,007
2025	$1,532,816

b. Please refer to Table 2 for the cost incurred by replacing custodial wooden poles per year from 2021 thru 2025 as a result of age / end of life.

The number of poles replaced each year due to age and end of life varies based on the number of reject poles identified during the annual inspection process each year. Poles classified as "rejects" are replaced and cannot remain in service because their remaining original strength has fallen below 67% or they exhibit severe mechanical damage that prevents safe continued operations.

Table 2. Pole Replacement Cost due to Age/End of Life

Year	Cost of Pole Replacement due to age/end of life
2021	$6,570,014
2022	$4,983,053
2023	$7,611,460
2024	$3,391455
2025	$8,840,424

c. Please refer to Table 3 for the cost incurred by transferring Eversource's electric facilities onto Frontier poles from 2021 to 2025.

Please note that from 2021 to 2024, Frontier adopted a policy of reinforcing reject poles rather than replacing them. This strategy led to fewer electric-wire facility transfer onto Frontier poles and contributed to reduced expenditures. As noted above, a reject pole is classified as a decayed structure whose remaining original strength is below 67%, rendering unsuitable for continued safe operations.

In 2025, the Company noticed an increase in electric facilities transfers indicating a change in strategy from Frontier. Now Frontier is replacing most of its reject poles.

Table 3. ES Electric Transfer to New Poles Cost

Year	ES Electric Transfer to New Poles
2021	$177,871
2022	$261,777
2023	$142,117
2024	$544,229
2025	$2,051,521

d. Please refer to Table 4 for the replacement of poles by Eversource due to damages unrelated to storms, including motor vehicles

Table 4. Pole Replacements due to Damages Unrelated to Storms

Type of Pole	2021-2025 Costs	Number of Poles
Custodial Eversource Poles	$19,860,444	3,473
Telephone Company	$11,662,945	3,367
Eversource Decorative Light Pole	$1,071,439	200

e. The Company has not completed any pole reinforcements from 2021 to 2025.

f. Please refer to OCC-146, Attachment 1 CONFIDENTIAL, showing the following requested information:
   1- Specific kinds of maintenance
   2- Associated cost per maintenance

g. The Company does not complete any transfers in the communication space/gain.

Date Filed: August 13, 2026

Witness: David L. Gladey, Steven Lamontagne, Jeffrey Richard, Leanne M. Landry and Jeffrey D. Turano
Request from: Office of Consumer Counsel

Question:

(Poles) Please provide both the budgeted costs and the actual costs incurred by Eversource for the years: 2021, 2022, 2023, 2024, and 2025 for the following pole-related incidences:

a. Make-ready;
b. Processing new attachment applications in the communications gain;
c. Engineering for new attachments in the communications gain;
d. Pole inspections following a new attachment in the communications gain;
e. Double pole transfers, removals and related work;
f. Generating bills to attachers;
g. Sending bills to attachers;
h. Collections of unpaid revenue of amounts billed to attachers;
i. Any other pole-related costs (please describe each cost).

Response:

(a) and (c). Make Ready budgets vs actuals for 2021-2025:
The budget and actual costs for make ready and associated engineering costs are shown in the table below. Engineering costs are not separated from the total costs as the time to perform engineering is not tracked separately by work order.

Year	Actuals	Budget
2021	$17,692,838	$8,507,864
2022	$2,373,080	$33,497,857
2023	$7,162,284	$6,900,000
2024	$4,666,955	$9,550,000
2025	$3,783,590	$10,600,000

(b) Processing new attachments:
The Single Pole Administration ("SPA") organization is responsible for a variety of tasks related to the review, processing, and tracking of applications. The SPA organization does not track budgeted or actuals costs based on time and expenses incurred separately between all tasks.

(d) Post-construction audits for new attachments in communication gain are not an activity that Eversource conducts. Frontier/Verizon may conduct post-construction audits since they are the ILEC and manage the communication space.

(e) Double Pole Transfers, Removals and Related Work:

Year	Actuals	Budget
2021	$5,317,349	$2,300,000
2022	$2,995,322	$5,000,000
2023	$5,551,453	$4,500,000
2024	$3,328,723	$5,000,000
2025	$3,156,917	$5,000,000

(f), (g), (h), and (i) The Company generates, mails, and monitors all non-utility service billings in a designated department within the Accounting organization, referred to as Sundry Billing team. The Sundry Billing team FTE's and SPA do not track their budgeted or actual costs based on time and expenses incurred to generate bills to attachers, send bills to attachers, or collect unpaid revenue of amounts billed to attachers.

Date Filed: August 12, 2026

Witness: David L. Gladey and Jeffrey Richard
Request from: Office of Consumer Counsel

Question:

(Poles) Please generally describe the process of creating bills, issuing bills, and collecting revenue from pole attachers.

Response:

The Company generates invoices for pole attachment related charges, as applicable, including recurring rental charges and other billable services provided in accordance with the pole attachment process. Charges are calculated using the applicable rates, fees, or other actual costs, as appropriate, and are reviewed for accuracy prior to issuance. Once validated, invoices are issued through the Company's accounting processes to the applicable pole attacher.

Pole attacher payments are applied to the corresponding accounts upon receipt. In addition, the Single Pole Administration ("SPA") group reviews the monthly aged receivables billing report to determine what amounts are outstanding by pole attachers and then SPA directly reaches out to those pole attachers to seek recovery of any receivable amounts past the invoice due date. Delinquent accounts are tracked, and follow up communications and reminder invoices are issued, as appropriate, to facilitate collection of outstanding amounts.

Date Filed: August 12, 2026

Witness: David L. Gladey and Jeffrey Richard
Request from: Office of Consumer Counsel

Question:

(Poles) Please describe the manner in which Eversource remits pole attachment revenue to the ILEC, where applicable.

Response:

Eversource collects the applicable pole attachment application and per-pole survey fees associated with jointly owned poles within its service territory. On a monthly basis Eversource prepares a detailed reconciliation identifying the applicable application fees and per-pole survey fees attributable to the Incumbent Local Exchange Carrier ("ILEC"), including the associated application numbers and Alden One conversation numbers. The reconciliation is provided to the ILEC for reconciliation with its records and is simultaneously submitted through Eversource's internal payment approval process. Payment is then remitted to the ILEC via Automated Clearing House ("ACH") through Eversource's standard accounts payable process. The ILEC subsequently issues an invoice corresponding to the reconciliation for its accounting records.

Date Filed: August 13, 2026

Witness: David L. Gladey, Jeffrey Richard, Leanne M. Landry and Jeffrey D. Turano
Request from: Office of Consumer Counsel

Question:

(Poles) Please provide the amount of unrecovered pole attachment costs that were billed to a specific attacher as of years' end in 2021, 2022, 2023, 2024, and 2025 listed by year on a per-attacher basis.

Response:

Please refer to Table 1 below:

Table 1. 2021 – 2025 Summary

	2021	2022	2023	2024	2025
Total of Owed Annual Fees	$ 729,641.20	$ 465,539.21	$ 3,257,642.33	$ 2,060,876.67	$ 339,865.60
Total of Owed Make Ready/True Ups	n/a	$ 97,776.25	$ 236,150.61	$ 106,461.37	$ 1,156,888.67
Total Owed at year end	$ 729,641.20	$ 563,315.46	$ 3,493,792.94	$ 2,167,338.04	$ 1,496,754.27

Also refer to the following Attachments:

- OCC-150, Attachment 1 – 2021 Owed Annual Fees
- OCC-150, Attachment 2 – 2022 Owed Annual Fees
- OCC-150, Attachment 3 – 2022 Owed Make Ready True Ups
- OCC-150, Attachment 4 – 2023 Owed Annual Fees
- OCC-150, Attachment 5 – 2023 Owed Make Ready True Ups
- OCC-150, Attachment 6 – 2024 Owed Annual Fees
- OCC-150, Attachment 7 – 2024 Owed Make Ready True Ups
- OCC-150, Attachment 8 – 2025 Owed Annual Fees
- OCC-150, Attachment 9 – 2025 Owed Make Ready True Ups

Date Filed: August 13, 2026

Witness: David L. Gladey and Jeffrey Richard
Request from: Office of Consumer Counsel

Question:

(Poles) Please confirm the amounts of unrecovered pole attachment revenue currently outstanding, by attacher billed.

Response:

Please refer to OCC-151, Attachment 1.

The amounts reflected in the attachment are based on the Company's Sundry accounting records as of July 31, 2026. Sundry provides SPA with a listing of outstanding amounts following the close of each month, and SPA reviews as part of its monthly review process.

The July 31, 2026, outstanding balance is affected by the timing of recent billings. Specifically, the balance includes approximately $1.2 million in true-up billings, which are categorized as miscellaneous billings in the Sundry accounting records. The balance also includes approximately $7.3 million for biannual pole attachment rental invoices. The most recent billing for pole attachment rental fees was completed on July 14, 2026, as a result, those rental invoices had been outstanding for only approximately two weeks as of the July 31 accounting date.

Date Filed: August 12, 2026

Witness: David L. Gladey and Jeffrey Richard
Request from: Office of Consumer Counsel

Question:

(Poles) Please confirm the number of days an attacher has to remit payment for a bill to Eversource for pole attachment fees and other costs due from the attacher. Also confirm whether this due date is set forth in the Pole Attachment agreement.

Response:

Eversource confirms that the payment terms applicable to pole attachment fees and other costs due from a Licensee are set forth in Eversource's PURA-approved Pole Attachment Agreement ("Agreement"). Unless otherwise specifically provided in the Agreement, payment is due within thirty (30) days from the date of billing. The Agreement also requires that the applicable application fee accompany each pole attachment application. Where the Agreement establishes a different payment requirement for a specific charge, that specific provision governs.

Date Filed: August 12, 2026

Witness: David L. Gladey and Jeffrey Richard
Request from: Office of Consumer Counsel

Question:

(Poles) Please confirm how often Eversource bills attachers for pole attachments fees.

Response:

Eversource bills pole attachment license fees on a semi-annual basis. Other charges under Eversource's Standard Pole Attachment Agreement are not billed on a recurring schedule. Rather, they are collected or billed as applicable based on the type of charge and the stage of the pole attachment process.

Date Filed: August 13, 2026

Witness: David L. Gladey and Jeffrey Richard
Request from: Office of Consumer Counsel

Question:

(Poles) Please confirm when a new pole attacher begins being billed by Eversource for pole attachment fees.

Response:

Eversource begins billing a new licensee for pole attachment fees when the applicable pole attachment license is issued. The following scenarios specify when licenses are issued based on the work necessary to accommodate the proposed attachment:

- No Construction Needed
  - 3PA license is issued
- Only Non-Billable Construction Needed
  - Sent to appropriate construction groups
  - Construction is completed then 3PA license is issued
- Billable Construction Needed
  - Make-ready invoice(s) sent to applicant
  - Sent to construction once all payments confirmed received (Frontier and Eversource if jointly owned)
  - Construction is completed then 3PA license is issued

Date Filed: August 12, 2026

Witness: David L. Gladey and Jeffrey Richard
Request from: Office of Consumer Counsel

Question:

(Poles) Please confirm when Eversource begins billing pole attachment fees to a pole attacher that has deployed a temporary attachment on an Eversource owned or co-owned pole.

Response:

Eversource begins billing pole attachment fees for an approved temporary attachment after the temporary attachment has been authorized and entered into Eversource's billing system.

Date Filed: August 13, 2026

Witness: David L. Gladey and Steven Lamontagne
Request from: Office of Consumer Counsel

Question:

(Poles) Does the Company perform routine inspections on poles? If so, how often and what is the cost of a routine inspection per pole?

Response:

The Company has performed routine inspection to its custodial wooden poles following a 15-year inspection cycle which ended in 2025. This cycle ensured that every custodial pole across 157 towns in Connecticut was evaluated at least once within the timeframe. Approximately 29,000 to 32,000 poles were inspected using the 15-year cycle.

In 2025, the Company reviewed its wood-pole inspection standards and decided to shorten the inspection cycle from 15 years to 10 years. By adopting a more frequent inspection schedule, the Company aims to evaluate each custodial pole every 10 years, allowing issues to be identified earlier and addressing them more proactively. Under the revised 10-year cycle, approximately 41,000 to 42,500 poles will be inspected starting in 2026 and moving forward. To manage the pole inspection cost, the Company renegotiates its inspection contract every three years through a competitive bidding process.

The inspection costs per pole are determined by several factors, including the pole's age, its observed condition during the field inspection, and the type of treatment "maintenance" required to maintain the structural integrity and ensure continued serviceability until the next inspection interval. For instance, a wooden pole in service up to 19 years requires only a visual inspection, whereas a 20-year-old pole and older will need a visual inspection, resistance testing for remaining strength (IML testing), and groundline treatment.

Ultimately, field conditions dictate the specific treatments required to maintain a pole's structural integrity and serviceability. Please refer to Table 1 for the average cost to inspect a pole.

Table 1

Year	**CL&P Average Cost Per Pole Inspection**
2025	$45.14
2026	$44.75

Date Filed: August 13, 2026

Witness: David L. Gladey, Jeffrey Richard, Leanne M. Landry and Jeffrey D. Turano
Request from: Office of Consumer Counsel

Question:

(Poles) Please identify what costs, if any, Eversource incurred related to temporary pole attachments by year in 2021, 2022, 2023, 2024, and 2025.

Response:

Eversource does not separately incur or track costs associated solely with temporary pole attachments. The engineering review associated with the attachment application is completed through the standard application process, and the routine inspection of temporary attachments is not performed by Eversource since the attachment is in the communications space. Accordingly, Eversource has not identified separately tracked costs attributable solely to temporary attachments for the years of 2021 through 2025.

Date Filed: August 12, 2026

Witness: David L. Gladey and Jeffrey Richard
Request from: Office of Consumer Counsel

Question:

(Poles) Please explain how long after a pole attachment invoice due date Eversource considers the unpaid invoice amount unrecoverable.

Response:

Eversource does not consider a pole attachment invoice unrecoverable based solely on the passage of time after the invoice due date. Outstanding invoices remain subject to the Company's standard collection and recovery processes, and recoverability is evaluated based on the facts and circumstances of each account.

Each authorized attacher on a pole is a party to a PURA-approved form of Pole Attachment Agreement ("PAA") with the Company. The PAA grants Eversource the right to revoke authorizations to attach to specific poles and to terminate all authorizations and rights under the PAA for the non-payment of invoices. Eversource would exercise this right before the Company would consider the unpaid invoice amount unrecoverable. The Company has not had to exercise this right in recent years.

Date Filed: August 12, 2026

Witness: David L. Gladey and Jeffrey Richard
Request from: Office of Consumer Counsel

Question:

(Poles) Please describe Eversource's process for collections of overdue pole attachment fees or other pole related charges and indicate how many collections actions it pursued by year from 2021-2025.

Response:

Authorized attachers pay attachment fees and other pole-related charges pursuant to a PURA-approved form of Pole Attachment Agreement ("PAA") between Eversource and each authorized attacher. For overdue pole attachment license fees, the Company's Single Pole Administration group ("SPA") reviews the monthly aged receivables billing report to determine what amounts are outstanding by pole attachers and then SPA directly reaches out to those pole attachers to seek recovery of any receivable amounts past the invoice due date. Eversource has not pursued any collection actions against authorized attachers for overdue pole attachment license fees or any other charges from 2021 to 2025.

PURA's form of PAA includes a dispute resolution process and grants CL&P the authority to immediately terminate (1) all authorizations and rights granted under the PAA, and (2) the PAA itself, if the authorized attacher fails to pay any sum due under the PAA. In addition, PURA's May 11, 2022 Final Decision in Docket No. 19-01-52RE01 adopts, as Appendix C to this decision, the Accelerated Pole Attachment Dispute Resolution Process, which builds on the dispute resolution process under the PAA (together, the "Process"). To resolve any disputes related to overdue fees and charges, SPA will engage Eversource Legal to follow the Process. To date, Eversource has not had to submit a dispute for resolution by PURA EOE pursuant to the Process and has not terminated any attacher's authorizations, rights, or PAAs.

Date Filed: August 13, 2026

Witness: David L. Gladey and Jeffrey Richard
Request from: Office of Consumer Counsel

Question:

(Poles) Please explain how Eversource determines how much pole attachment revenue it should remit to the ILEC (per pole, and in total). If the process is different in different areas of the state, please specify by area.

Response:

As described in the Company's response to OCC-149[i], Eversource, acting as the Single Pole Administrator ("SPA"), collects the applicable pole attachment application fees and per-pole survey fees associated with jointly owned poles on behalf of both Eversource and the incumbent local exchange carrier ("ILEC"). The amount remitted to the ILEC is determined by identifying the application fees and per-pole survey fees attributable to the ILEC based on the associated application records, including the applicable application numbers and Alden One conversation numbers. The Company prepares a reconciliation of these amounts on a monthly basis and remits the ILEC's portion accordingly.

Eversource does not collect or remit other categories of pole attachment revenue, such as annual pole attachment rental charges or ILEC make-ready charges, as those amounts are billed directly by the ILEC. The process for determining the amount remitted to the ILEC is applied consistently through Eversource's Connecticut service territory and does not vary by geographic area.

Prior Referenced Response:

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[i] OCC-149 Question:
(Poles) Please describe the manner in which Eversource remits pole attachment revenue to the ILEC, where applicable.

OCC-149 Response:
Eversource collects the applicable pole attachment application and per-pole survey fees associated with jointly owned poles within its service territory. On a monthly basis Eversource prepares a detailed reconciliation identifying the applicable application fees and per-pole survey fees attributable to the Incumbent Local Exchange Carrier ("ILEC"), including the associated application numbers and Alden One conversation numbers. The reconciliation is provided to the ILEC for reconciliation with its records and is simultaneously submitted through Eversource's internal payment approval process. Payment is then remitted to the ILEC via Automated Clearing House ("ACH") through Eversource's standard accounts payable process. The ILEC subsequently issues an invoice corresponding to the reconciliation for its accounting records.

Date Filed: August 13, 2026

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

Question:

(Poles) In the Company's role as sole pole owner:

a. Please list the categories of revenue that Eversource collects that is associated with its sole ownership of poles in Connecticut.
b. Please indicate how much revenue Eversource collected by year, in 2021, 2022, 2023, 2024, and 2025, related to each category of revenue Eversource collects that is associated with its sole ownership of poles.

Response:

a. The semi-annual billing of third-party pole attachment rental rates to pole attachers is the source of the revenue associated with Eversource's ownership of poles in Connecticut. The categories that comprise this revenue are:
    1. Wire-Based CATV
    2. Wire-Based Telecom
    3. Wireless

b. The table below provides the total amounts Eversource invoiced to pole attachers, by attachment type, for each of the requested years:

	2021	2022	2023	2024	2025
Wire-Based CATV	$5,483,536	$5,774,220	$6,065,299	$7,147,205	$ 7,642,218
Wire-Based Telecom	1,064,902	1,127,251	1,781,739	2,381,490	2,545,173
Wireless	67,472	75,011	77,406	78,990	77,789
Total	$6,615,911	$6,976,482	$7,924,444	$9,607,685	$10,265,181

Amounts shown may not add up to total due to rounding.

Eversource's systems are not set up to track revenue by pole ownership. Rather, the Company's systems are designed to track the billing and collections for aggregate pole-attachment revenue.

Date Filed: August 13, 2026

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

Question:

(Poles) In its role as joint pole owner

a. Please list the categories of revenue that Eversource collects that is associated with its joint ownership of poles in Connecticut.
b. Please indicate how much revenue Eversource collected by year, in 2021, 2022, 2023, 2024, and 2025, related to each category of revenue Eversource collects that is associated with its joint co-ownership of poles.

Response:

Please see the Company's response to OCC-161[i].

Prior Referenced Response:

[i] OCC-161 Question:
(Poles) In the Company's role as sole pole owner:

a. Please list the categories of revenue that Eversource collects that is associated with its sole ownership of poles in Connecticut.
b. Please indicate how much revenue Eversource collected by year, in 2021, 2022, 2023, 2024, and 2025, related to each category of revenue Eversource collects that is associated with its sole ownership of poles.

OCC-161 Response:

a. The semi-annual billing of third-party pole attachment rental rates to pole attachers is the source of the revenue associated with Eversource's ownership of poles in Connecticut. The categories that comprise this revenue are:

    1. Wire-Based CATV
    2. Wire-Based Telecom
    3. Wireless

b. The table below provides the total amounts Eversource invoiced to pole attachers, by attachment type, for each of the requested years:

	2021	2022	2023	2024	2025
Wire-Based CATV	$5,483,536	$5,774,220	$6,065,299	$7,147,205	$ 7,642,218
Wire-Based Telecom	1,064,902	1,127,251	1,781,739	2,381,490	2,545,173
Wireless	67,472	75,011	77,406	78,990	77,789
Total	$6,615,911	$6,976,482	$7,924,444	$9,607,685	$10,265,181

Amounts shown may not add up to total due to rounding.

Eversource's systems are not set up to track revenue by pole ownership. Rather, the Company's systems are designed to track the billing and collections for aggregate pole-attachment revenue.

Date Filed: August 12, 2026

Witness: David L. Gladey, Jeffrey Richard, Leanne M. Landry and Jeffrey D. Turano
Request from: Office of Consumer Counsel

Question:

(Poles) In its role as Single Pole Administrator:

a. Please provide data explaining whether and how much pole attachment fees collected offset the cost of pole management, by year, in 2021, 2022, 2023, 2024, and 2025.
b. Please also specify how much cost of pole management was not offset by attachment fees for each of those years, and why the whole cost was not fully offset, as applicable.

Response:

a.

	2021	**2022**	**2023**	**2024**	**2025**
Annual SPA Costs	$ 4,413,900	$ 5,495,014	$ 7,835,668	$ 7,765,348	$ 5,573,314
Annual SPA Survey and application fees	$(1,357,377)	$(4,794,254)	$(5,215,802)	$(6,810,455)	$(1,337,125)
Total Net SPA Costs	**$ 3,056,523**	**$ 700,760**	**$ 2,619,866**	**$ 954,893**	**$ 4,236,189**

b. As PURA has previously stated, application and survey fees are not designed to offset all SPA costs. See Docket No. 19-01-52RE01, May 11, 2022, Final Decision ("Docket No. 19-01-52RE01 Decision") at 34. PURA last increased pole owner survey fees in the Docket No. 19-01-52RE01 Decision. See id. at 38 (PURA "reviewed the record evidence and will direct the pole owners to increase the per pole survey fee from $50 to $125."). PURA declined to increase the application fee at that time. See id. PURA set the new $125 survey fee amount based on data provided by The United Illuminating Company ("UI"). See id. The record evidence in Docket No. 19-01-52RE01 demonstrates that this increased survey fee amount was not enough to offset Eversource's SPA costs. See id. at 36, Table 11. Eversource and UI jointly filed a motion to re-open Docket No. 19-01-52RE01 to reevaluate, among other things, survey fees. See Docket No. 19-01-52RE01, Motion No. 044, at 2 (Apr. 22, 2026).

Date Filed: August 12, 2026

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

Question:

(Poles) Please reference Exhibit CLP-RATES-2.14. Is the cost of insurance included in calculating carrying charges? If not, please explain why.

Response:

Yes, the cost of insurance is included in the calculation of the carrying charge portion of the pole attachment formula. Account 924 – Property Insurance is included within the total Administrative and General Expenses. This figure is included in the numerator of the calculation of the "Administrative Element" portion of the Carrying Charge calculation as shown on Page 4 of CLP-RATES-2.14.

Date Filed: August 12, 2026

Witness: David L. Gladey, Jeffrey Richard, Edward A. Davis and Kimberly R. Parsons
Request from: Office of Consumer Counsel

Question:

(Poles) Please reference Exhibit CLP-RATES-2.14.

a. Do all companies holding a certificate of cable franchise authority, certificate of video franchise authority, or certificate of public convenience and necessity to own and operate a community antenna television in Connecticut pay Eversource the current maximum attachment rate of $22.61 for a pole fully owned by Eversource and a maximum attachment rate of $11.31 for a pole jointly owned (co-owned) by Eversource and the ILEC?
b. Do any of the companies billed the cable rate pay Eversource less than the maximum attachment rate for either fully owned or jointly owned poles? If yes, how many and why?

Response:

a. The "current" rates listed above are the community antenna television ("CATV") rates that would be in effect beginning January 1, 2027. The actual current rates (effective beginning January 1, 2026) are $22.05 for a CATV attachment to an Eversource solely-owned pole and $11.03 for a CATV attachment to an Eversource jointly-owned pole. All attachers identified as CATV are billed the CATV rate stated in the PURA-approved Wire-Based CATV pole attachment tariff for all third-party pole attachments to Eversource owned poles.

b. No. All attachers identified as CATV are billed the CATV rate stated in the PURA-approved Wire-Based CATV pole attachment tariff for all third-party pole attachments to Eversource owned poles.

Date Filed: August 13, 2026

Witness: David L. Gladey, Jeffrey Richard, Edward A. Davis and Kimberly R. Parsons
Request from: Office of Consumer Counsel

Question:

(Poles) Please reference Exhibit CLP-RATES-2.14 concerning the "Telecom Pole Attachment Formula". For purposes of this and other related interrogatories, the term "telecom" refers to providers of communications services other than those billed the cable attachment rate.

a. Do all telecom companies in Connecticut pay Eversource the maximum attachment rate of $25.07 for a pole fully owned by Eversource in an urban area and a maximum attachment rate of $12.53 for a pole jointly owned (co-owned) by Eversource and the ILEC in an urban area?
b. Please provide an explanation as to how "urban" is defined when setting urban rates.
c. Do any telecom attachers pay Eversource less than the maximum attachment rate for either fully owned or jointly owned poles? If yes, how many and why?

Response:

a. The "current" rates listed above are the urban Telecom rates that would be in effect beginning January 1, 2027. The current rates (effective beginning January 1, 2026) are $24.44 for a Telecom attachment to an Eversource solely-owned pole located in an urban area and $12.22 for a Telecom attachment to an Eversource jointly-owned pole in an urban area. All attachers identified as Telecom are billed the urban Telecom rate stated in the PURA-approved Wire-Based Telecom pole attachment tariff for all third-party pole attachments to Eversource owned poles in urban areas.

b. Urban is defined by the Federal Communications Commission in paragraph 72 of FCC 01-170 as an "area that is more densely populated (50,000 or higher population), more developed commercially than a non-urbanized area". Eversource used population figures from the Connecticut Department of Public Health ("DPH") to identify towns as either Urban or Non-Urban based on population.

c. No. All attachers identified as Telecom are billed the urban Telecom rate stated in the PURA-approved Wire-Based Telecom pole attachment tariff for all third-party pole attachments to Eversource owned poles in urban areas.

Date Filed: August 13, 2026

Witness: David L. Gladey, Jeffrey Richard, Edward A. Davis and Kimberly R. Parsons
Request from: Office of Consumer Counsel

Question:

(Poles) Please reference Exhibit CLP-RATES-2.14.

a. Do all telecom companies in Connecticut pay Eversource the maximum attachment rate of $25.20 for a pole fully owned by Eversource in a non-urban area, and a maximum attachment rate of $12.60 for a pole jointly owned (co-owned) by Eversource and the ILEC in a non-urban area?
b. Please provide an explanation as to how "non-urban" is defined when setting non-urban rates.
c. Do any telecom attachers pay Eversource less than the maximum attachment rate for either fully owned or jointly owned poles? If yes, how many and why?

Response:

a. The "current" rates listed above are the non-urban Telecom rates that would be in effect beginning January 1, 2027. The actual current rate (effective beginning January 1, 2026) is $24.57 for a Telecom attachment to an Eversource solely-owned pole located in a non-urban area and $12.29 for a Telecom attachment to an Eversource jointly-owned pole in a non-urban area. All attachers identified as Telecom are billed the non-urban Telecom rate stated in the PURA-approved Wire-Based Telecom pole attachment tariff for all third-party pole attachments to Eversource owned poles in non-urban areas.

b. Non-Urban is defined by the Federal Communications Commission in paragraph 71 of FCC 01-170 as an area with "less than 50,000 population". Eversource used population figures from the Connecticut Department of Public Health ("DPH") to identify towns as either Urban or Non-Urban based on population.

c. No. All attachers identified as Telecom are billed the non-urban Telecom rate stated in the PURA-approved Wire-Based Telecom pole attachment tariff for all third-party pole attachments to Eversource owned poles in non-urban areas.

Date Filed: August 13, 2026

Witness: David L. Gladey, Jeffrey Richard, Edward A. Davis and Kimberly R. Parsons
Request from: Office of Consumer Counsel

Question:

(Poles) Please provide a list of all areas categorized as urban and a list of all areas categorized as non-urban.

a. Please provide a map showing all urban versus non-urban areas in Connecticut for the purposes of pole attachment rates.
b. Have the locations of any poles changed from designation from urban to non-urban or from non-urban to urban in the last five years? If yes, how many and which direction was the change?

Response:

a. Please refer to OCC-168, Attachment 1, for the requested map that shows all urban vs. non-urban areas in Eversource's territory in Connecticut for the purposes of pole attachment rates. This map reflects the 2024 population data provided by the Connecticut Department of Public Health ("DPH"). DPH population data for 2025 is not yet available.

b. Since 2020, no towns within Eversource's territory have changed designation from urban to non-urban or vice versa which means that none of the telecom attachments on poles within those towns have changed designation due to a town-wide reclassification.

Date Filed: August 12, 2026

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

Question:

(Poles) Please reference Exhibit CLP-RATES-2.14. At page 2 of 7, it appears at Lines 49 and 50 specify that there are 3 attaching entities in non-urban areas, and 5 attaching entities in urban areas. Please identify each entity by area.

Response:

The figures referenced are rebuttable presumptions from the Federal Communications Commissions ("FCC") Telecom Formula. They are not identifiable entities, but rather, a presumed average number of attaching entities per pole in each area (urban and non-urban) to help facilitate the calculation of the annual urban and non-urban Telecom pole attachment rental rates.

Date Filed: August 13, 2026

Witness: David L. Gladey, Jeffrey Richard, Edward A. Davis and Kimberly R. Parsons
Request from: Office of Consumer Counsel

Question:

(Poles) Please specify each type of attacher on an Eversource pole (ILEC; competitive telecommunications provider; CATV, CCFA or CVFA holders; wireless; municipalities; and others):

a. Please list all of the entities that are pole attachers on Eversource owned or co-owned poles in Connecticut.
b. Does the pole attachment rate vary by attacher? If so, please explain how it varies and why it varies.
c. Please identify which pole attachment rates/fees are regulated or capped for specific type of attacher, and which pole attachment rates/fees are not regulated for other specific types of attachers.
d. For the entities that attach to Eversource owned or co-owned poles whose pole attachments rates/fees are not regulated, how does Eversource determine the amount of the attachment rate/fee to charge them?
e. How does Eversource determine at what cadence it will bill each attacher?
f. Please list the pole attachment rates by attacher in 2026 as billed by Eversource.

Response:

a. Please refer to OCC-170, Attachment 1.

b. Third-party pole attachment rates only vary by attachment type (i.e., wire-based Telecom, wire-based CATV, wireless). They do not vary by attaching entity. The wire-based Telecom pole attachment rates (Urban and Non-Urban) are both approximately 11% higher than the CATV rate. This difference is almost entirely due to the changes to the usable space in the CATV formula and pole height in the Telecom formula (both rebuttable presumptions) from the default FCC values. NECTA introduced the changes to these inputs in the Company's 2014 rate case (Docket No. 14-05-06) by submitting a pole height survey conducted by Analytic Focus that increased the average usable space from 13.5 feet to 14.57 feet (which reduced the CATV rate by 7.4%) and increased the pole height from 35.7 feet to 38.57 feet (which reduced the Telecom rates by 2.8%).

   Additionally, the Company had proposed conversion factors in its initial filing (69.18% for

Urban Telecom and 45.38% for Non-Urban Telecom) that would have made all wire-based pole attachment rates equal. Not only would this have eliminated the rate differential between the type of attaching entity, it also would have also simplified the Company's tracking and billing. NECTA opposed the Company's proposal and stated that the FCC's Pole Attachment Order methodology "applies cost allocators of 66% in urban areas and 44% in rural areas while CL&P applies higher cost allocators". PURA agreed with NECTA and ordered the Company to implement their changes.

c. The Company's wire-based CATV and Telecom rates and fees are tariffed and subject to PURA approval. Wireless attachment rates have been developed in accordance with rates, terms and conditions, and construction standards as directed by PURA in Docket No. 08-06-19. The resulting rates and terms and conditions are modeled after provisions of service under the Company's wired-based CATV and Telecom pole attachment tariffs.

d. If the question refers to wireless pole attachments, as indicated in the response to part c., wireless attachment rates have been developed pursuant to directives from PURA. Such rates are reflective of the configurations and standards developed for wireless attachments, wire-based pole attachment fees, and the utilization of space by wireless attachments.

e. The billing cadence for annual pole attachment rental fees is established by the applicable PURA-approved tariff. Consistent with that tariff, annual rental fees are billed on a semi-annual basis for the period January 1 through June 30, and July 1 through December 31, with initial billings prorated as applicable. Other pole attachment-related charges (e.g., application fees, survey fees, make-ready charges, and true ups) are billed or collected as they are incurred or become due under the applicable pole attachment process or agreement.

f. Please refer to OCC-170, Attachment 2.

Date Filed: August 13, 2026

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

Question:

(Poles) Does Verizon/ Frontier ("ILEC") participate in setting pole attachment fee rates for attachers on poles that are co-owned by the ILEC and Eversource?

Response:

There is no participation between the ILEC and the electric utility when calculating annual pole attachment rental rates. Eversource calculates its annual third party pole attachment rates using its own financial data.

Date Filed: August 13, 2026

Witness: David L. Gladey and Jeffrey Richard
Request from: Office of Consumer Counsel

Question:

(Poles) Does Eversource have to take action in managing the communications gain on poles and how does Eversource track the costs it incurs for these actions?

Response:

Eversource does not manage the communications gain on jointly owned utility poles. Communications attachers remain responsible for the installation, maintenance, transfer, and removal of their own facilities in accordance with applicable license agreements, regulatory requirements, and industry standards. Accordingly, Eversource does not routinely incur or separately track costs associated with managing the communications space.

As the Single Pole Administrator ("SPA"), however, Eversource performs certain coordination and administrative functions related to the communications space when required.

Examples include:

- Coordinating communications attachers in response to PURA complaints or other issues involving attachments within the communications space.

- Administering attachments to Eversource-owned power only poles where there is no incumbent local exchange carrier joint owner.

- Coordinating communication-space activities associated with PURA-approved programs, including the Single Visit Transfer ("SVT") Pilot Program established in Docket No. 21-07-19.

The SVT pilot program represents the primary exception regarding communication space management activity performed by the SPA. Under the pilot, Eversource coordinates work among communications attachers, contractors, and the joint pole owner to facilitate a single contractor performing eligible communications-based transfers during one site visit. Responsibilities include project coordination, review of eligible poles, recurring meetings with the ILEC, communications providers and contractors, tracking project status, and reporting pilot progress to PURA. The pilot is limited to eligible communication space transfers and does not include electric transfers.

The SPA tracks the labor associated with supporting the SVT pilot through periodic reporting of SPA labor time devoted to program administration and coordination activities. Reported labor hours include coordination meetings, contractor oversight, project administration, reporting, and related support activities. As the pilot expanded into additional municipalities simultaneously and multiple contractors worked concurrently, the level of SPA coordination and administrative oversight increased, resulting in increasing reported labor hours.

Reported SPA labor hours associated with the pilot are approximated in the table below:

SVT Pilot Program		
Reporting Period		**SPA hours**
March 1, 2023 - June 30, 2023		92
July 1, 2023 - December 31, 2023		100
January 1, 2024 - June 30, 2024		500
July 1, 2024 - December 31, 2024		700
January 1, 2025 - June 30, 2025		700
July 1, 2025 - December 31, 2025		1,040
January 1, 2026 - June 30, 2026		1,040
Total Hours		4,172

Outside of the SVT Pilot Program, administrative activities such as responding to complaints or coordinating communications attachers are performed as part of SPA's normal responsibilities and are not separately tracked by activity or cost.

Date Filed: August 13, 2026

Witness: David L. Gladey and Jeffrey Richard
Request from: Office of Consumer Counsel

Question:

(Poles) Did Eversource collect any pole-related revenue from ILECs in Connecticut in 2021, 2022, 2023, 2024, and/or 2025? If yes, please provide a chart by company reflecting the amount of such revenue by year and the category of the revenue remitted to Eversource.

Response:

No, the Company did not receive any revenue from ILECs in CT between 2021-2025.

Date Filed: August 13, 2026

Witness: Timothy J. Griffin
Request from: Office of Consumer Counsel

Question:

(Poles) How much was Eversource liable for state and federal taxes related to pole revenue it collected from attachers, by year, in 2021, 2022, 2023, 2024, and/or 2025?

Response:

For the years 2021, 2022, 2023, 2024 and 2025, the pole revenue the Company received from the semi-annual pole attachment rental rates billed to communication attachers was included in "other revenue." The allowed distribution revenue requirement in the 2018 Rate Settlement in Docket No. 17-10-46 is the basis for the distribution revenue decoupling target, which compares actual total revenue (the sum of distribution revenue billed to customers plus "other revenue") to the allowed revenue requirement target during the 12-month rate reconciliation period. Under the revenue decoupling mechanism ("RDM"), an increase in total communication attachers' pole revenue received from pole attachment rental rates by the Company, as compared to the total communication attachers' pole revenue embedded in the Company's allowed distribution revenue requirement, as approved in Docket No. 17-10-46, are returned to customers through the RDM at the time the Company files its annual rate reconciliation filing in Docket Nos. 2X-01-03, PURA Annual Review of the Rate Adjustment Mechanisms.

The semi-annual pole attachment rental rates are charged to communication attachers to reimburse the Company for the cost of providing one foot of rental space on a utility pole. The types of costs that the semi-annual pole attachment rental rates are designed to recover are shown in the Carrying Charge portion of the rental rate calculation disclosed in Exhibit CLP-RATES-2.14, page 4 of 7, *Pole Attachment Rate Calculations - Carrying Charge Calculation*, which was filed in the Company's Application. The Carrying Charge portion of the rental rate calculation includes a formula for a Taxes Element, which is shown online 44 of Exhibit CLP-RATES-2.14, page 4 of 7, and a Return Element, which is shown on line 56 of Exhibit CLP-RATES-2.14, page 4 of 7. The Taxes Element formula reflects all state and federal taxes related to poles, and the Return Element formula reflects the return on pole plant.

Because the total pole revenue the Company received from the pole attachers for the years 2021 - 2025 was included in "other revenue," Eversource was not liable for state or federal taxes related to pole revenue as the "other revenue" was a reconciling item in the annual RDM rate reconciliation that adjusted rates to ensure the Company was allowed to recover the allowed revenue target, no more and no less, as approved in Docket No. 17-10-46.

Date Filed: August 13, 2026

Witness: David L. Gladey and Jeffrey Richard
Request from: Office of Consumer Counsel

Question:

(Poles) What percentage of the overall cost of pole management does the ILEC bear versus the electric ratepayer in Connecticut?

Response:

Eversource is not aware of any fixed percentage allocations of overall pole management costs between the Incumbent Local Exchange Carrier ("ILEC") and electric customers in Connecticut. Pole management costs are not allocated on a statewide percentage basis.

Each pole owner is responsible for costs associated with the poles for which it serves as custodian and for carrying out its respective responsibilities under applicable joint ownership agreements, pole attachment agreements, and regulatory requirements. Accordingly, Eversource does not allocate or track those costs on a percentage basis between the ILEC and electric operations, and Eversource does not know the overall cost of pole management that the ILEC bears to be able to perform such an analysis.

To the extent this question is intended to address Single Pole Administration ("SPA") costs, PURA recognized in Docket No. 19-01-52RE01 that application-related reimbursements were not intended to recover all SPA administrative costs. Consistent with PURA's order, Eversource seeks recovery of reasonable and prudently incurred costs through its general distribution rate proceedings.

Date Filed: August 13, 2026

Witness: David L. Gladey and Jeffrey Richard
Request from: Office of Consumer Counsel

Question:

(Poles) How much has Eversource been billed for legal and lobbying fees to address proposed legislation related to poles in Connecticut in FY 2026? Does Eversource attribute that expense to be covered by revenue it receives from pole attachment fees or charges for other pole attachment work.

Response:

Eversource did not use external resources to address proposed legislation related to poles in Connecticut in FY 2026 and, therefore, did not incur any legal or lobbying expenses in connection with this legislation.

Date Filed: August 13, 2026

Witness: David L. Gladey, Jeffrey Richard, Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Consumer Counsel

Question:

(Poles) Please reference Exhibit CLP-REVREQ-4 (Make-Ready Pole Work). Please confirm if the total amount of cost identified in field D7, $16,580,868, is to be recovered from the ratepayer due to being non-billable to any third party.

Response:

The amount referenced in Exhibit CLP-REVREQ-4 (Make-Ready Pole Work), page 541 in Column (D), Line 7548, of $16,580,868 represents the actual Test Year ending balance for Third Party Make Ready Pole Work Costs that is proposed to be recovered from ratepayers. As noted in Exhibit CLP-REVREQ-1, page 44 through 46, the Company is requesting total recovery of $23.579 million. The total Third Party Make Ready Pole Work Costs of $23.579 million is comprised of the actual Test Year balance of $16.581 million, plus actual activity from January 1, 2026 through February 28, 2026 of $0.118 million and an estimated non-billable cost for the period March 1, 2026 through June 30, 2027 of $6.880 million.

The total Third Party Make Ready Pole Work Costs of $23.579 million is proposed to be amortized in rates over 4 years, resulting in an annual amortization of $5.895 million in base distribution rates.

Date Filed: August 13, 2026

Witness: David L. Gladey and Jeffrey Richard
Request from: Office of Consumer Counsel

Question:

(Poles) Please reference Exhibit CLP-REVREQ-4 (Make-Ready Pole Work). Please confirm if any of the Third Party Pole Make Ready costs in Column D that are deemed to have a nonbillable reason such as "correct pre-existing condition/violation" in Column E are caused by temporary attachments.

Response:

When determining make-ready work based on the field surveys, Eversource's responsibility lies within the power space clearance in meeting NESC criteria. Temporary attachments on jointly owned poles are placed within the communications space and fall under the responsibility of the ILEC. As a result, the ILEC is responsible for any field surveys in the communications space to verify NESC clearance. During the concurrence step of the third-party attachment process, Eversource and the ILEC concur on the required make-ready work. However, since temporary attachments on jointly poles are managed and surveyed by the ILEC, Eversource does not determine if a violation is a result of a temporary attachment. Therefore, Eversource is unable to attribute any non-billable make-ready cost to temporary attachers.

For solely-owned Eversource poles, temporary attachments to the pole are reviewed by Eversource. The Company is not aware of any non-billable work as a result of temporary attachments to solely-owned Eversource poles.

Eversource and UI jointly filed a motion to re-open Docket No. 19-01-52RE01 to reevaluate, among other things, the cost allocation policy for non-billable make ready work. See Docket No. 19-01-52RE01, Motion No. 044, at 3-5 (Apr. 22, 2026).

Date Filed: August 13, 2026

Witness: David L. Gladey and Jeffrey Richard
Request from: Office of Consumer Counsel

Question:

(Poles) Please reference Exhibit CLP-REVREQ-4 (Make-Ready Pole Work). Please provide a real-world example of each type of non-billable reason code. Examples from the Exhibit include: Make Ready - Correct pre-existing condition/violation - Clearance; Make Ready - Correct pre-existing condition/violation - Loading; Pole replacement - Pole Clearance (pre-existing condition/violation); Pole replacement - Pole defective (pre-existing condition/violation).

Response:

Conditions identified during field surveys are reviewed by the Eversource Engineering Group to evaluate adherence to the safety standards that the Company complies with, including National Electric Safety Code (NESC) standards, in order to determine the make-ready work that is necessary to ensure safe and compliant attachment to poles. In addition, today's capabilities using newer pole loading analysis is applied to verify existing pole loading.

Please note that Eversource and UI have jointly filed a motion to re-open Docket No. 19-01-52RE01 to re-evaluate, among other things, the cost allocation policy for non-billable make ready work. See Docket No. 19-01-52RE01, Motion No. 044, at 3-5 (Apr. 22, 2026).

Examples of "real world" conditions, include the following:

1. Make Ready Actions needed to correct pre-existing conditions and/or violations – Clearance
   - Correct existing NESC clearance violations prior to new attachment without the need for pole replacement.
   - Example – Insufficient clearance between existing communications attachments and power space as a result of secondary power causing NESC violation.

2. Make Ready - Correct pre-existing condition/violation – Loading
   - Correct existing pole loading condition prior to new attachment without the need for pole replacement.
   - Example – Existing pole loading condition determined using current industry standards and loading analysis that can be resolved with the additional guying.

3. Pole Replacement – Actions to Address Pole Clearance (pre-existing condition and/or violation)
   - Correct existing NESC clearance violation prior to new attachment when pre-existing violation cannot be corrected without a pole replacement.
   - Example – Insufficient clearance between existing communications attachments and power when insufficient space exists on the pole to correct the clearance violation without installing a taller pole.

4. Pole Replacement – Actions to Address Defective Pole (pre-existing condition and/or violation)
   - Replacement of an existing defective pole.
   - Example – Existing pole with split top requires replacement.

5. Pole Replacement - Actions to Address Pole Loading (pre-existing condition and/or violation)
   - Represents replacements of an existing pole when necessitated by a pole loading condition that cannot be resolved via additional guying or other means.
   - Example - Existing pole loading condition(s) at a location where rights for additional guying cannot be obtained. Pole loading conditions are resolved by replacement with a higher-class pole.

6. Pole Replacement - Actions to Address Make Ready at Adjacent Pole (5 foot rule)
   - Represents work necessitated by non-billable make-ready work at an adjacent pole.
   - Example - Non-billable pole replacement with a new pole of increased height may necessitate replacement of an adjacent pole due to excessive height differential (5 foot rule).

7. Other - Provide Comment
   - Represents work necessitated by non-billable make-ready work that is not a full pole replacement.
   - Example – Cracked crossarm was replaced with new crossarm.

Date Filed: August 13, 2026

Witness: David L. Gladey, Steven Lamontagne and Jeffrey Richard
Request from: Office of Consumer Counsel

Question:

(Poles) Please provide a spreadsheet identifying each pole owned and/or co-owned by Eversource, its location, the date of its last inspection, whether it is currently identified as compliant or noncompliant. If the pole is identified as noncompliant in any way, specify when it was discovered to be noncompliant by Eversource.

Response:

Please refer to OCC-180, Attachments 1 through 13, showing each custodial pole owned and/or co-owned by Eversource, its location and year inspected.

The question requests a large volume of spreadsheet information. Therefore, the Company is providing the information disaggregated into 13 spreadsheets organized by Area Work Center, with each spreadsheet encompassing the towns where the Company is responsible for custodial poles. Please note that the Company's process is to replace poles identified as non-compliant on a best efforts basis because non-compliant poles need to be addressed.

Date Filed: August 13, 2026

Witness: David L. Gladey and Jeffrey Richard
Request from: Office of Consumer Counsel

Question:

(Poles) Please list and describe the duties and obligations of Eversource in its role as "single pole administrator" ("SPA").

Response:

Eversource in its capacity as the Single Pole Administrator ("SPA"), administers the pole attachment process within its Connecticut service territory pursuant to the Authority's establishment of the SPA framework. The SPA provides a centralized point of administration and coordination for pole attachment requests involving communications attachers, municipalities, and other authorized entities, and administers the attachment process in accordance with applicable PURA decisions, regulatory requirements, and Company procedures. SPA function is not to provide any technical review or determination of the electric or communications space.

The SPA's duties and obligations include receiving and administering pole attachment applications; coordinating application review, survey and engineering of the electric space, make-ready activities within the electric space, and licensing activities; facilitating coordination among pole owners, attachers, municipalities, contractors, and other stakeholders throughout the attachment process; administering applicable fees, billing, and licensing associated with pole attachments; maintaining records and reporting related to attachment activities; and monitoring the status of attachment requests, make-ready activities, pole transfers, and other regulatory performance measures.

The SPA's role is administrative and coordinative in nature. The SPA administers and facilitates the pole attachment process from application through licensing. Technical engineering determinations of the electric space, management of the communications gain, field construction activities within the electric space, and other responsibilities established under the Authority's framework remain the responsibility of the appropriate parties. Through this framework, the SPA promotes a consistent, transparent, and efficient pole attachment process while supporting compliance with the Authority's established requirements and timelines.

Date Filed: August 13, 2026

Witness: David L. Gladey and Jeffrey Richard
Request from: Office of Consumer Counsel

Question:

(Poles) Please summarize the process by which a wireline communication attacher gets to attach its facilities to a utility pole, from the pole attachment permit application, to engineering, make-ready and actual attachment. In each step of the process, please state Eversource's role as SPA.

Response:

Throughout the pole attachment process, Eversource, in its capacity as the Single Pole Administrator ("SPA"), serves as the central administrative coordinator, facilitating the progression of attachment requests from application through licensing while coordinating with engineering organizations, pole owners, attachers, the Incumbent Local Exchange Carrier ("ILEC"), contractors, and other stakeholders to support compliance with PURA's established procedures and timelines.

The pole attachment process generally consists of the following phases:

1. Application Submission - A prospective wireline communications attacher submits a pole attachment application through Alden One. The SPA's role is to receive the application, review it for administrative completeness, request additional information as necessary, and initiate the attachment process.

2. Application Review and Engineering Coordination - Following receipt of a complete application and applicable fees, the application progresses through the required engineering review and field survey process conducted by Eversource and the ILEC, if attachers are applying for attachment on joint owned poles. The SPA's role is to administer the application workflow, coordinate the progression of the application through the required review stages, and facilitate communication among the responsible parties.

3. Engineering Review and Make Ready – Eversource and the ILEC Engineering personnel evaluate the proposed attachment and determine whether make-ready work is required to accommodate the requested attachment while maintaining applicable safety and engineering standards. The SPA's role is to coordinate the engineering and make-ready process, communicate engineering outcomes, administer applicable billing associated with make-ready work, and monitor the application's progression.

4. Make-Ready Construction - Required make-ready work is performed by the appropriate utility, communications entity, or contractor, as applicable. The SPA's role is to coordinate the administrative progression of the attachment request, facilitate communication among the responsible parties, and monitor completion of required process milestones.

5. Attachment and Licensing - Following completion of all required make-ready activities and satisfaction of applicable requirements, the attacher installs its facilities and the attachment process is completed. The SPA's role is to verify that all required process milestones have been satisfied, administer the licensing process, complete any required administrative closeout activities, and maintain the associated records.

Date Filed: August 13, 2026

Witness: David L. Gladey and Jeffrey Richard
Request from: Office of Consumer Counsel

Question:

(Poles) From the perspective of the Single Pole Administrator, please describe the responsibilities of Verizon/Frontier in its role as custodian of the communications gain on poles?

Response:

From the perspective of the Single Pole Administrator ("SPA"), the incumbent local exchange carrier ("ILEC"), Frontier/Verizon, serves as the custodian of the communication space on jointly owned utility poles. Eversource does not manage or serve as the custodian of the communication space; rather, Eversource coordinates with Frontier/Verizon in its role as SPA in accordance with the applicable regulatory framework.

As communications space custodian, Frontier/Verizon is responsible for administering activities within the communication space, including participating in engineering reviews and make-ready determinations, performing or coordinating communication space work associated with new attachments, transfers, and double pole removal, coordinating activities with communications attachers, and completing its responsibilities within applicable regulatory timeframes. Frontier/Verizon also coordinates with Eversource in its role as SPA, throughout the attachment and make-ready process to facilitate the timely completion of work and the administration of third-party attachment activities.

Date Filed: August 13, 2026

Witness: David L. Gladey and Jeffrey Richard
Request from: Office of Consumer Counsel

Question:

(Poles) Please summarize the relationship between Eversource and Verizon/Frontier/SNET with respect to Eversource's role as SPA and that of Verizon/Frontier/SNET as steward of the communications gain. Could that relationship be improved and, if so, how?

Response:

Eversource, in its role as the Single Pole Administrator ("SPA"), and Frontier/Verizon, in its role as custodian of the communication space, work collaboratively to administer the third-party pole attachment process for jointly owned utility poles. While each entity has distinct responsibilities under the applicable regulatory framework, the overall process depends on coordination and the timely completion of each party's respective responsibilities.

The relationship includes coordination associated with engineering reviews, make-ready activities, facility transfers, double pole removal efforts, and other activities related to the administration of jointly owned poles. These activities are performed in accordance with applicable joint ownership agreements, PURA requirements, and established business processes.

As with any process involving multiple entities, there are opportunities for continued process improvements. Eversource believes the most efficient improvements are achieved through ongoing collaboration, communication, and the refinement of established processes to promote the efficient administration of the pole attachment process while maintaining compliance with applicable regulatory requirements.

Date Filed: August 13, 2026

Witness: David L. Gladey and Jeffrey Richard
Request from: Office of Consumer Counsel

Question:

(Pole) Under condition no. 7 of the final decision in Docket No. 20-04-31, The Southern New England Telephone Company d/b/a Frontier Communications of Connecticut (SNET) Bankruptcy Proceeding and Change of Control, PURA stated that "Frontier and SNET shall continue to negotiate in good faith with the EDCs regarding mutually agreed upon terms for the transfer of ownership interest in jointly owned utility poles to the EDCs and submit semiannually reports to the Authority regarding the status of such negotiations by June 30 and December 31 of each year. If two consecutive status reports are submitted that reveal no significant progress, the Authority will consider assigning a mediation team from its Office of Education, Outreach, and Enforcement." Please answer the following:

a. Please describe chronologically since 2001 Eversource's efforts to engage with Frontier/SNET concerning the possible transfer of the ownership interest of Frontier/SNET in jointly owned utility poles to Eversource.
b. Please state the terms and conditions that Eversource proposed to Frontier/SNET for Eversource to acquire the full ownership of the now jointly owned utility poles.
c. Did Frontier/SNET make an offer for Eversource to acquire the full ownership of the now jointly owned utility poles?
d. Since Verizon acquired Frontier in January 2026, have there been any communications or discussions between Verizon/Frontier/SNET and Eversource concerning the transfer of all utility pole ownership to Eversource?
e. In their latest compliance filing to PURA in accordance with condition no. 7 in the Docket No. 20-04-31, submitted on June 29, 2026, Frontier/SNET represented the following: "Frontier had engaged in good faith negotiations with the EDCs regarding mutually agreed upon terms for the transfer of ownership interest in jointly owned utility poles to the EDCs. Frontier previously provided both Eversource and UI with requested financial data relating to Frontier's ownership interest in the poles at issue and a proposed term sheet. Frontier has previously requested feedback on the term sheet provided by Frontier and no further discussions have taken place." (i) Please confirm the accuracy of this statement as written:(ii) If Eversource takes issue with any portion of the Frontier/SNET statement, please explain Eversource's position with any such portion of the Frontier/SNET statement; and (iii) if the "term sheet" was provided by Frontier, please provide a copy of such term sheet.
f. Would Eversource be willing to engage with Verizon, which now owns Frontier/SNET, on Eversource's acquisition of the Frontier/SNET interest in each utility pole that is currently jointly owned by Eversource and Frontier/SNET? Please elaborate.

g. If Eversource were to become a single pole owner for those poles that are currently jointly owned with Verizon/Frontier/SNET, what efficiencies could inure to Eversource as the result of being both the SPA and the single pole owner.

Response:

a. Eversource last reached out to Frontier/SNET to obtain copies of the most recent draft term sheet and updated financials on January 31, 2024, and Frontier/SNET provided copies of the requested documents to Eversource on February 8, 2024. Due to the pressures caused by the Connecticut regulatory environment over this time period, this effort could not be pursued in a productive or consistent manger.

b.&c. Order No. 7 of PURA's February 3, 2021, Final Decision in Docket No. 20-04-31 is directed at Frontier/SNET, which, consistent with this order, provided a term sheet and financials to Eversource in connection with the potential transfer of all utility pole ownership interest to Eversource. Please refer to OCC-185, Attachment 1 CONFIDENTIAL, for a copy of the term sheet.

d. There have not been any post-acquisition communications or discussions between Verizon and Eversource regarding the transfer of all utility pole ownership interest to Eversource. Importantly, there is no legal requirement for Eversource to purchase Frontier/SNET's pole inventory, nor does PURA have the authority to require such acquisition. Order No. 7 required "good faith" negotiations "regarding mutually agreed upon terms for the transfer of ownership interest in jointly owned utility poles." In good faith, Eversource reached out to Frontier/SNET in January 2024 and Frontier/SNET responded promptly with the information, which CL&P has evaluated and considered. The issue is not that the parties are not acting in good faith. Instead, acquisition of the Frontier/SNET pole inventory would have shifted full responsibility for costs and maintenance to CL&P customers. Although the Company views such an acquisition to have the potential to enable efficiencies, the additional costs and responsibilities for CL&P customers that would inevitably occur also need to be considered. For this reason, Eversource has not yet reached a point of determining that this is a "mutually agreeable" course of action for CL&P customers.

e. Eversource cannot confirm the accuracy of the statement with respect to Frontier/SNET. Frontier/SNET did provide a term sheet and financials to Eversource in connection with the potential transfer of all utility pole ownership interest to Eversource. Please refer to OCC-185, Attachment 1 CONFIDENTIAL, for a copy of the term sheet.

f. Eversource would be willing to engage in a discussion with Verizon on a potential purchase of the Frontier/SNET interest in poles jointly owned between the companies.

g. If Eversource were to become the sole owner of utility poles that are currently jointly owned with Frontier/Verizon, potential efficiencies could include more direct decision making regarding pole maintenance and replacement activities,; reduced administrative coordination; simplified billing and financial administration; improved consistency of asset records; and reduced intercompany coordination related to construction and pole replacement activities. Potential benefits to attachers could include simplified administrative processes and reduced billing touchpoints where separate transactions are currently required between multiple pole owners.

However, sole pole ownership is not the only factor to achieve efficiency within the third-party attachment space. For example, Eversource is still the expert of the electric space and Verizon is the expert of the communication space.

In addition, sole ownership could result in Eversource assuming additional ownership, operational, maintenance, inspection, or emergency response cost and responsibilities that are currently shared or performed by another entity (and not borne in their entirety by CL&P customers). Accordingly, the nature and extent of any operational efficiencies would depend on the final ownership structure, applicable regulatory requirements and the allocation of responsibilities established as part of any future transaction.

Date Filed: August 13, 2026

Witness: David L. Gladey, Jeffrey Richard, Edward A. Davis and Kimberly R. Parsons
Request from: Office of Consumer Counsel

Question:

(Poles) In preparing its application and materials for Docket No. 26-05-10, please state whether Eversource took into consideration the Authority's Decision in Docket No. 24-10-04, Application of the United Illuminating Company to Amend Its Rate Schedule, which found that the communications attachments provided the same or similar services and thus should not be subject to different pole attachment fees based on the communications legacy characterization of the communications provider.

Response:

Eversource reviewed PURA's Decision in United Illuminating's rate case (Docket No. 24-10-04) with respect to the calculation of pole attachment rates. However, the Company focused primarily on its own development of pole attachment fees and on how PURA has ruled in regard to its prior pole attachment filings. In reviewing and comparing the arc of attachment rate development between the two companies, Eversource observed significant differences in the history and evolution unique to Eversource that has led to current methods of rate making at Eversource. In comparison, Eversource observed in its review that certain aspects of UI's pole attachment rate calculations appear to either deviate from FCC precedent that Eversource applies or are simply different from how PURA has directed Eversource to perform its calculations.

Eversource had previously proposed (in its 2014 rate case) to adjust the Telecom formula so that the rates produced by Eversource's CATV and Telecom calculations would be exactly equal, however, NECTA opposed the Company's proposal and PURA ultimately ruled in NECTA's favor. Eversource was ordered to follow the FCC Telecom formula methodology exactly, which meant that there would be a rate differential between the CATV and Telecom rates.

Eversource's approach considers this unique ratemaking history for the current methodology applied and is consistent with PURA's directives to Eversource, but Eversource is not opposed to using the FCC Telecom formula to calculate the rates for all wire-based third-party pole attachments in its service territory. If directed to do so, Eversource could update its pole attachment revenue accordingly to reflect this change.

Date Filed: August 13, 2026

Witness: David L. Gladey and Jeffrey Richard
Request from: Office of Consumer Counsel

Question:

(Poles) In its role as SPA, please explain any areas of dispute that currently exist between Eversource and the communications providers with respect to cost-allocation and other shared costs or expenses concerning pole maintenance, facilities transfers, upgrades or updates to the Alden One software system?

Response:

From the perspective of the Single Pole Administrator ("SPA"), disputes regarding cost allocation are generally limited and typically involve differing interpretations of responsibility for certain costs associated with the third-party attachment process, rather than disputes regarding the overall administration of the SPA framework. For example, one area where communications providers have expressed differing views involves the allocation of certain make-ready costs, including engineering estimates and subsequent true-up billings. These matters generally arise from differing interpretations regarding cost responsibility for work associated with specific attachment projects and are addressed through the established billing review and dispute resolution processes.

Communications providers have also expressed differing views regarding the allocations of costs associated with enhancements and upgrades to the Alden One software platform used to administer the SPA process. Specifically, certain providers have questioned whether they should bear a portion of the costs associated with enhancements and upgrades to a system that is required for participation in the SPA process. Eversource's recovery of these costs is governed by the applicable PURA orders.

Other than the matters described above, Eversource is not aware of any significant ongoing SPA related disputes with communications providers concerning the allocation of shared costs or expenses associated with pole maintenance, facility transfers, or updates to the Alden One software system.

Date Filed: August 13, 2026

Witness: David L. Gladey and Jeffrey Richard
Request from: Office of Consumer Counsel

Question:

(Poles) In its role as SPA, please summarize Eversource's working relationships with each wireline communications provider attached to a pole owned or jointly owned by Eversource. Could any of these working relationships be improved and, if so, how?

Response:

From the Single Pole Administration ("SPA") perspective, Eversource maintains professional and collaborative working relationships with wireline communications providers through established pole attachment license agreements, PURA's regulatory framework, and standardized pole attachment processes. The SPA serves as the central administrative coordinator for the attachment process, facilitating communication and coordination among attachers, pole owners, engineering organizations, contractors, municipalities, and the Incumbent Local Exchange Carrier ("ILEC") to support the timely and consistent administration of pole attachment requests.

Overall, these working relationships are effective and support the administration of attachment applications, make-ready activities, facility transfers, licensing, and ongoing occupancy of the communications space. The established regulatory framework provides defined roles and responsibilities for each participant and promotes consistency in the administration of the pole attachment process.

Opportunities for improvement primarily relate to continued process improvement of the application and survey process and improved coordination and planning rather than individual working relationships. The Company also recommends review of the current workflow application (AldenOne) to today's industry standards and capabilities. Process requirements around collaboration to improve information sharing, facility records, and advance planning of attachment activity would also enhance the overall effectiveness of the attachment process.

Date Filed: August 13, 2026

Witness: Christopher E. Colorio, David L. Gladey, Jeffrey Richard, John P. Dipaola-Tromba, Sean D. Redding and Jenna Turner
Request from: Office of Consumer Counsel

Question:

(Poles) When a storm or other event causes a massive service outage situation, with poles and utility wires downed, please elaborate on Eversource's role with respect to communications providers in those situations.

a. Do those communications providers get billed for certain aspects of Eversource's work attributable to such a provider or providers?
b. Please explain Eversource's methodology in such cases.
c. Please provide a listing, current as of the filing of the response to this interrogatory, of any such outstanding unpaid invoices by communications provider and date, including the amount of each invoice.

Response:

During a storm or other event resulting in widespread service outages, Eversource's primary responsibility is the safe and timely restoration of electric service. Where utility poles are damaged and require replacement, Eversource coordinates, as necessary, with Frontier/Verizon regarding the replacement of jointly owned poles. Following pole replacement, communications providers are responsible for transferring their facilities to the replacement pole in accordance with the applicable joint-use processes. The ILEC, in its role as custodian of the communications space, is responsible for coordination associated with communications facilities occupying that space.

a. Eversource does not bill communications attachers for Eversource's storm restoration work or for the setting of replacement poles necessitated by a storm or other outage event. Where Eversource sets a pole for which Frontier/Verizon has cost responsibility under the applicable joint-line agreement, the associated costs are identified and reconciled with Frontier/Verizon pursuant to the applicable joint-line billing process.

b. Eversource's methodology is to identify pole replacement work performed during restoration and, where applicable, allocate and reconcile costs between Eversource and Frontier/Verizon, in accordance with the applicable joint-line billing procedures. Eversource does not allocate such pole replacement costs among individual communications attachers. Coordination of communications facilities and transfers following replacement of a pole is administered through the applicable communications space custodian processes.

c. Eversource does not issue invoices to individual communications providers for storm-related pole replacement or electric restoration work of the type described above. Accordingly, Eversource has no outstanding unpaid invoices to communications providers responsive to this request as of the date of this response.

Date Filed: August 20, 2026

Witness: David L. Gladey and Jeffrey Richard
Request from: Office of Consumer Counsel

Question:

(Poles) Please answer the following questions and/or provide the following documents required by PURA in Decision, Docket No. 19-01-52RE01, PURA Investigation of Developments in the Third-Party Pole Attachment Process – Make-Ready (May 11, 2022).

a. a. (pp. 20-21). For jointly-owned poles, both pole owners "separately conduct field surveys and assign engineering resources to perform field visits " as part of the survey portion of the Engineering Phase. PURA accepted testimony that this survey work is "generally not duplicative as the EDC focuses on the electric gain, while the ILEC focuses on the communications gain; although some pole-loading analysis may overlap." Please explain the need for two separate surveys and explain why the SPA or the ILEC cannot perform the survey for the entire pole in most instances.

b. Please identify the number of positions currently filled at Eversource to perform field surveys, and indicate how many, if any, positions would need to be added if Eversource were to perform the survey for the entire pole, e.g., both the electric gain and the communications gain?

c. Are there any other internal resource capacity issues related to the Engineering Phase of the pole attachment process? If so, please elaborate.

d. Please identify the number of positions currently filled at Eversource for lineworkers to do make-ready work.

e. (pp. 44-45). For "existing NESC noncompliant poles", readily identifiable "creator[s] of any specific violation[s], still have a "duty to resolve" the violation. As the SPA, how does Eversource address communications attachers who have caused the pole to be NESC non-compliant?

f. Please provide an unlocked Excel file identifying the communications attachers who have caused a pole owned wholly or jointly by Eversource to be non-compliant from January 1, 2023 to the present; include in the exhibit, the nature of the non-compliance and how the non-compliance was resolved.

g. (p. 46) For wireless attachments to poles, Eversource in Docket No. 19-01-52RE01 was cited for stating that "[w]ireless applications require significantly more engineering analysis than wireline applications due to the amount of equipment added to the pole." Is that statement still accurate? Is it technically feasible for more than one wireless pole attachment to be attached to a new utility pole?

h. (p. 64) Please provide copies of all Eversource reports concerning the Engineering Phase Timelines as required in Order No. 5 submitted to PURA since January 1, 2023 to the present.

i. (p. 64) Please provide copies of all Eversource reports concerning the Make-Ready Phase Timelines as required in Order No. 8 submitted to PURA since January 1, 2023 to the present.

j. (p.65) Please provide copies of all Eversource reports concerning the Attachment Application Tracking costs as required in Order No. 12 submitted to PURA since January 1, 2023 to the present.

k. (p.65) Per order no. 15, "[i]n their next general rate case, the EDCs shall submit detailed records of all costs attributed to the regulatory asset consistent with Section II.B.5. Billable and Non-billable Make Ready Costs." Please identify with specificity where in the record those detailed records were submitted. If they were not, please submit them as a response to this interrogatory subpart.

l. (p.66) Please provide copies of all Eversource reports concerning all costs incurred "associated with the operation, maintenance, and modification of AldenOne" as required in Order No. 26 submitted to PURA from January 1, 2023 to the present.

Response:

a. For jointly owned poles, Eversource does not conduct surveys of the communications gain. The Company uses third-party contractors to conduct surveys of the electric gain. Third-party contractors could conduct a single survey of both the electric gain and the communications gain provided that the resulting product is acceptable to both Eversource and the ILEC. PURA's January 15, 2020, Interim Decision in Docket No. 19-01-52 authorized attachers to conduct joint surveys, while declining to require the SPAs and the ILECs to conduct joint surveys. See Interim Decision at 4, n.4. PURA could investigate the possibility of conducting joint surveys, if and when PURA grants Eversource and UI's joint motion to re-open Docket No. 19-01-52RE01 to reevaluate, among other things, survey fees. See Docket No. 19-01-52RE01, Motion No. 044, at 2 (Apr. 22, 2026).

b. As stated in subpart(a), Eversource utilizes third party contractors to conduct pole surveys. Currently, Eversource does not have any internal staff that conduct pole surveys for third-party attachment applications. As far as the number of full-time employees ("FTEs") to perform surveys for both the electric and ILEC space, the number would be dependent on the number of applications received and the number of poles applied for. The volatility in this space is outside the control of the Company and makes the use of contractors the best path forward to completing the work in the timelines that are laid out by PURA and to be the most cost-effective. It gives Eversource the ability to have the contractors ramp up or

down based on volume of work. Eversource also operates in a way where it does not have any contractors on retainers for this work. Meaning, if the work increases, the contractors add resources, and if the work decreases the contractors will shift resources off of the program and the Company is not charged for any work.

c. Eversource utilizes contractors to perform the engineering and design work for third-party attachments. The volatility of this work makes it difficult to build an internal team that is solely responsible for the third-party attachment ("3PA") workload. Eversource utilizes contractors in a manner to enable the Company to handle the volatility of this work efficiently, while making sure that the Company's internal FTEs are available to handle other design priorities.

d. Similar to the engineering function, Eversource uses contractors to complete the majority of the construction for third party attachments. The volatility of the work makes it necessary to expand or contract the number of resources assigned to the project on a frequent basis. Using contractors frees up internal resources to focus on other priorities and allows the Company to scale up or down on an efficient basis.

e. When the creator of a communications space violation of the National Electric Safety Code (NESC) can be readily identified, Eversource, in its role as Single Pole Administrator (SPA), documents the reported condition, notifies the identified communications attacher as well as the ILEC, and tracks the matter through its administrative processes until the matter is resolved or otherwise addressed through the applicable process. Eversource's role as SPA is administrative and coordinative and does not include directing or scheduling an attacher's work or performing corrective field work on behalf of the attacher. Eversource has requested that PURA evaluate modifications to the existing make-ready cost allocation process in its joint motion to re-open Docket No. 19-01-52RE01. See Docket No. 19-01-52RE01, Motion No. 044, at 3-5 (Apr. 22, 2026).

f. Please refer to OCC-190, Attachment 1.

g. Yes, the statement remains true.

It is technically feasible for more than one wireless attachment to be installed on a utility pole; however, this is determined on a case-by-case basis. The pole must be designed with significant strength and height to meet the Company's standards, procedures and NESC requirements. Therefore, while multiple wireless attachments from a single provider are possible on a properly selected pole, they are not appropriate or feasible on every pole.

h. Please refer to OCC-190, Attachment 2, for the Compliance Order No. 5 filing. Refer to OCC-190, Attachment 2(a), for the tables in Excel.

i. Please refer to OCC-190, Attachment 3.

j. Please refer to OCC-190, Attachment 4. Please note that in Docket No. 19-01-52RE01, PURA Investigation of Developments in the Third-Party Pole Attachment Process Make Ready – Order No. 12 provides:

> *For new applications submitted on or after the issuance date of this Decision, the pole owners shall track more granular data to determine application processing costs, and engineering, survey, and make-ready design costs, as described in Section II.B.4. Attachment Application Fees. Records shall be retained for 10 years and made available to the Authority upon request.* ***Additionally, records shall be submitted quarterly until year-end 2023 and semi-annually thereafter. The quarterly filings shall be made starting on July 15, 2022 for April, May, and June 2022 costs, and continue every three months until calendar year-end 2023. Starting in 2024, semi-annually filings shall be made on February 15 and July 15, for July through December costs, and January through June costs, respectively.***

k. Please refer to Exhibit CLP-ADDITIONS-9 and Exhibit CLP-REVREQ-4, for the Third Party Pole Attachment Make Ready capital and O&M costs that are non-billable, the underlying reasons the costs were deemed non-billable, and the FERC accounts to which the costs are booked. Within Exhibit CLP-ADDITIONS-9, the capital costs are also identified by Funding Project, Work Order, Work Order Description, and In-Service Dates. Within Exhibit CLP-REVREQ-4, the O&M costs are also identified by each Vendor Invoice and Work Order. Additionally, the Company has provided invoice documentation for all of the non-billable O&M Third Party Pole Attachment Make Ready O&M costs within Exhibit CLP-REVREQ-4(A). For a narrative description of the process the Company uses to determine make ready work is non-billable, refer to Exhibit CLP-ADDITIONS-1, at pages 69-71.

l. Please refer to OCC-190, Attachment 5.

Date Filed: August 13, 2026

Witness: David L. Gladey and Jeffrey Richard
Request from: Office of Consumer Counsel

Question:

(Poles) Please provide the current pole attachment agreement with every attacher.

Response:

Please refer to OCC-191, Attachments 1 through 48, for all pole attachment agreements the Company currently has with every attacher.