



STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

Ten Franklin Square, New Britain, CT 06051

Phone: (860) 827-2935 Fax: (860) 827-2950

E-Mail: siting.council@ct.gov

Web Site: portal.ct.gov/csc

VIA ELECTRONIC MAIL

June 9, 2021

Marianne Barbino Dubuque, Esq.
Carmody Torrance Sandak & Hennessey LLP
50 Leavenworth Street
Waterbury, CT 06702
mdubuque@carmodylaw.com

RE: **DOCKET NO. 461A** - Eversource Energy Certificate of Environmental Compatibility and Public Need for the construction, maintenance, and operation of a 115-kilovolt (kV) bulk substation located at 290 Railroad Avenue, Greenwich, Connecticut, and two 115-kV transmission circuits extending approximately 2.3 miles between the proposed substation and the existing Cos Cob Substation, Greenwich, Connecticut, and related substation improvements. **Final Report.**

Dear Attorney Dubuque:

The Connecticut Siting Council (Council) requests your responses to the enclosed questions no later than **June 25, 2021**.

In accordance with the Council's September 1, 2015 Protective Order issued in Docket 461, submit a **redacted** original to this office, as well as a **redacted** copy via electronic mail to siting.council@ct.gov.

Also in accordance with the Council's September 1, 2015 Protective Order issued in Docket 461 and the Council's Procedures for Filing Proprietary Information Under Protective Order, submit an **unredacted** original to this office, as well as a **password-protected, unredacted** copy via electronic mail to Melanie.Bachman@ct.gov.

Any request for an extension of time to submit responses to interrogatories shall be submitted to the Council in writing pursuant to §16-50j-22a of the Regulations of Connecticut State Agencies.

Sincerely,

s/Melanie A. Bachman

Melanie A. Bachman
Executive Director

MAB/laf

c: Kathleen Shanley, Eversource Energy
Jeffery Cochran, Esq., Eversource Energy

Docket No. 461A – Greenwich Substation and Line Project (GSLP)
Interrogatories – Final Report
June 9, 2021

1. Pursuant to CGS §16-50o, submit any agreements entered into with any party to the certification proceedings held in Docket 461 and 461A, including, but not limited to, the Town and Pet Pantry, or with any third party, in connection with the construction or operation of the GSLP.
2. What methodology does Eversource use to determine an acceptable delta between estimated project costs and actual project costs? What is the acceptable delta? Were the final costs of each of the GSLP components within this acceptable delta? Explain.
3. Page 9 of D&M Plan Volume II, Part 2 states, “Once constructed, the pedestrian bridge will be owned and maintained by the Town. Eversource will be solely responsible for its transmission facilities and will be allowed unrestricted access for maintenance and service of the transmission lines in accordance with the agreement developed between the Town and Eversource.” Submit the agreement.
4. Page 11 of D&M Plan Volume II, Part 2 states, “Estimated cost to Eversource of \$1.44 million... Eversource coordinated with the Town to share costs associated with the pedestrian bridge.”
 - a. Provide a detailed table of the shared costs associated with the pedestrian bridge attributable to the Town and Eversource.
 - b. Provide specific reasons for the actual cost of the pedestrian bridge.
5. On pages 159-160 of the July 25, 2017 evidentiary hearing transcript, Eversource testified that it had never worked out an agreement with any town where the difference in the cost of a project element, such as the pedestrian bridge, was paid for by the town rather than the ratepayers. Explain why Eversource ultimately entered into an agreement with the Town, how the agreement was reached and why Connecticut ratepayers paid for the total cost of the pedestrian bridge.
6. Page 69 of the July 25, 2017 evidentiary hearing transcript references a reduction in width of the pedestrian bridge from 12 feet to 8 feet to save costs. Council Finding of Fact #244 states, “The bridge itself would have a lifespan of 50 years. The wood pedestrian decking would be approximately eight feet wide and would have a lifespan of 10 years.” Page 26 of D&M Plan Volume II, Part 2 states the pedestrian bridge has a width of 12 feet.
 - a. What were the costs associated with the installation of concrete pedestrian decking as compared to wood pedestrian decking?
 - b. What were the costs associated with expanding the bridge to a width from 8 to 12 feet to accommodate the Town’s water and gas utilities?
 - c. How did the Town contribute to the cost of the expanded bridge to accommodate its water and gas utilities?
 - d. Is Eversource responsible for replacement of the pedestrian bridge structure? If so, at what estimated cost?
7. What are Eversource’s total estimated costs associated with the entire pedestrian bridge over its useful life?

8. Page 8 of the GSLP Final Report indicates one request was submitted for a work hour modification to synchronize hours for the Indian Harbor Crossing segments. Provide the cost attributable to the one request for a work hour modification.
9. At what time did Eversource become aware of the difference in the estimated and actual costs of the pedestrian bridge?
10. Page 9 of Eversource's Post Hearing Brief indicates the pedestrian bridge would be less secure and less reliable. Explain in detail if the final design of the bridge incorporated elements to make it more secure and more reliable. What was the cost associated with these design elements?
11. Page 8 of the Council's Opinion in Docket 461 states, in part, "The Council has a responsibility to the Connecticut ratepayers to encourage both the Town and Eversource to develop a mutually suitable solution to meet Greenwich's electric needs... In regards to the transmission line routes presented in the Application,... ***the cost is prohibitively expensive and relies too much on Connecticut ratepayers.***" (Emphasis added). Please compare the estimated costs of the GSLP in Docket 461 to the actual costs of the GSLP in the Final Report and explain how the actual costs in the Final Report are not prohibitively expensive nor too reliant on Connecticut ratepayers.
12. Provide a detailed breakdown of the GSLP costs attributable to Connecticut ratepayers.
13. Identify how and in what dockets, motions and/or decisions the Public Utilities Regulatory Authority approved the GSLP costs.
14. Page 9 of Eversource's Post Hearing Brief indicates the pedestrian bridge would be less secure and less reliable than installing the cable in a trench with coffer dams. Explain in detail how the bridge is less secure and less reliable and the costs associated with more security and more reliability.
15. Page 24 of Eversource's Post Hearing Brief indicates the Town informed Eversource that it would support the GSLP if Eversource would agree to construct it in strict accordance with the Town's requirements. What were the Town's requirements and how did the actual GSLP construction differ from the Town's requirements, if at all?
16. Quantify by the components that resulted in higher than expected bid costs.
17. For each segment, identify the increased work scope and quantify duration and the costs associated with longer work segment durations due to rock removal, increased dewatering, and other unexpected subsurface obstacles.
18. Explain in detail the need for a 24-hour construction schedule.
19. Provide a breakdown of Estimated versus Actual Costs and the reasons for the variance for:
 - a. Cos Cob Modifications;
 - b. Prospect Substation Modifications; and
 - c. Distribution Feeders Modifications.

20. Please provide a detailed breakdown of Estimated versus Actual Costs for the Transmission Line Construction and the reasons for the variance for:
 - a. Interstate 95 Crossing;
 - b. Underground Transmission Line; and
 - c. Indian Harbor Crossing.

21. Provide a detailed breakdown of Estimated versus Actual Costs and the reasons for the variance for:
 - a. Greenwich Substation without Brick Wall; and
 - b. The Brick Wall.

22. Provide a detailed breakdown of Estimated versus Actual Costs for the Indian Harbor Crossing and the reasons for the variance for:
 - a. The Pedestrian Bridge; and
 - b. Construction for the installation of the Bridge.

23. Provide a breakdown of the Estimated versus Actual regionalized and localized cost recovery for the entire GLSP.