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October 27, 2026

Jeffrey R. Gaudiosi, Esq.
Executive Secretary
Public Utilities Regulatory Authority
10 Franklin Square
New Britain, CT 06051

Re: Docket No. 26-05-10, Application of The Connecticut Light and Power Company d/b/a Eversource Energy to Amend its Rates Schedules – **Supplemental Response to Motion No. 084**

Dear Mr. Gaudiosi:

The Connecticut Light and Power Company d/b/a Eversource Energy ("Eversource" or the "Company") respectfully submits this supplemental response to Motion No. 084, filed by Allco Finance Limited Inc. ("Allco") on October 13, 2026, in the above-referenced proceeding. This supplemental response is necessitated to respond to Allco's specious arguments put forth in its Reply of Allco in Support of Motion No. 084 and in Opposition to the Company's Request for an Order Under Conn. Gen. Stat. § 16-41 ("Allco Reply"), filed on October 22, 2026, in the above-referenced proceeding.

For the reasons set forth in the Company's initial response to Motion No. 084 ("CL&P Initial Response"), filed on October 20, 2026, and for the reasons set forth below, Eversource respectfully requests that the Public Utilities Regulatory Authority ("PURA") issue an order denying Allco's Motion No. 084 and requiring Allco to comply with the terms of the in-force 2021 Settlement Agreement. Eversource also requests that PURA provide Allco with guidance regarding the permissible scope of discovery and the parties' obligations to conduct discovery in a reasonable and orderly manner, by having PURA's ruling on Motion No. 084 state that: "Allco must limit discovery to subject matter that is material and necessary to the adjudication of the distribution rate amendment application filed by Eversource; and halt issuing interrogatories that are repetitive, cumulative and overbroad; seek data that is protected by privilege; and/or are directed primarily toward developing evidence for use in another lawsuit."

I. Allco's Mishmash of Arguments in Its Reply Fails to Refute that Allco Is Required to Comply with the Terms of the 2021 Settlement Agreement for Its Overheads and Other Interconnection-Related Disputes with Eversource.

As an initial matter, Eversource has never claimed "that the administration of interconnection is not a subject of this rate case."[1] In fact, in its Objection of Eversource to Motion of Allco for Participant/Intervenor Status (Motion No. 024) ("Objection"), filed on August 7, 2026,

[1] Allco Reply at 2.

in the above-captioned proceeding, the Company argued that Allco's interests were already represented by the three members of the Interconnection Customer Coalition ("ICC") that had been recently granted permission to intervene and that, "[f]or the orderly conduct of this proceeding," Allco should join the ICC.[2]

Furthermore, Allco cannot compare its litigation strategy to that of the ICC.[3] The discovery requests issued and the pre-filed testimony submitted by the three members of the ICC support the members' request, as quoted by Allco, for PURA to "order changes to utility customer service practices"[4] in the final decision to be issued in this rate case proceeding. The members of the ICC discuss prior disputes and complaints in pre-filed testimony; however, the members are not litigating these disputes and complaints in Eversource's rate case proceeding. Rather, the ICC members are relying on information regarding prior disputes and complaints to support their requested changes to the interconnection process on a going-forward basis. This differs substantially from Allco, which is attempting to litigate its existing disputes with the Company in this distribution rate proceeding for the benefit of its own pending federal interconnection-related lawsuit against the Company.

In addition, Eversource's August 7, 2026, Objection to Allco's Motion to Intervene did not raise the 2021 Settlement Agreement, because there was no federal lawsuit at that time (and therefore there was no need, at that time, to point out that Allco's federal lawsuit was barred by the 2021 Settlement Agreement). The Company's Objection to Allco's Motion to Intervene was filed on August 7, 2026, and Allco filed its complaint in federal court on August 10, 2026. Eversource suspected Allco would eventually file a complaint in federal court, since Allco had already filed a similar federal complaint against United Illuminating on August 18, 2025.[5] However, Allco waited until the Company's rate case proceeding -- after the Company filed its Objection -- to file a complaint in federal court.

As stated in CL&P's Initial Response, the 2021 Settlement Agreement is still in-force. Allco does not dispute this fact. Rather, Allco's ***lead argument*** is that the Company's rate case proceeding constitutes a "future proceeding" under the future claims clause (i.e., Section 5(c)) of the 2021 Settlement Agreement.[6] This argument violates one of the most basic principles of contract law[7] -- a general future claims clause does ***not*** take precedence over a specific clause requiring that future disputes over "overheads" and any other interconnection disputes arising out of or in connection with an Interconnection Agreement be resolved by PURA pursuant to a petition

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2 Eversource Objection at 6.

3 Allco Reply at 3.

4 Allco Reply at 3.

5 Allco Finance Limited Inc. v. Dykes et al., 3:25-cv-01321 (D. Conn.).

6 Allco Reply at 4.

7 Ackerman v. Sobol Family P'ship, LLP, 298 Conn. 495, 532 (2010) ("A settlement agreement . . . is a contract among the parties.").

for declaratory ruling (i.e., Section 3(d)).[8] Allco's interconnection disputes are thus subject to the requirements of Section 3(d) of the Settlement Agreement. It also cannot be ignored that, for the past five years, Allco, at its own discretion, has declined to file a petition for declaratory ruling to resolve these disputes with Eversource. Allco cannot now claim or imply that it no longer has to comply with specific requirements of Section 3(d) of the 2021 Settlement Agreement.

Allco's collateral estoppel argument is just as absurd -- ***none of the elements for collateral estoppel have been satisfied***. Under Connecticut law, collateral estoppel means:

> simply that when an issue of ultimate fact [or law] has once been determined by a valid and final judgment, that issue cannot again be litigated between the same parties in any future lawsuit…. Collateral estoppel express[es] no more than the fundamental principle that once a matter has been fully and fairly litigated, and finally decided, it comes to rest.… For collateral estoppel to apply, the issue must have been fully and fairly litigated in the first action. It also must have been actually decided and the decision must have been necessary to the judgment.[9]

First, the "issue" has never been litigated. The updated settlement agreement attached to the Petition for Declaratory Ruling ("Petition"), jointly submitted by Eversource and Allco on March 7, 2025, in Docket No. 25-03-12, sought to resolve disputes under LREC-ZREC, PURPA, and SCEF contracts,[10] and not Allco's overheads and/or any other interconnection-related disputes with Eversource. For instance, any petition challenging the imposition of overheads would have to ask PURA to apply its December 5, 2007, final Decision in Docket No. 03-01-15RE01, citing to Public Act 07-242 (codified at Conn. Gen. Stat. § 16-243a(h)), approving updates to the Interconnection Guidelines and form of Interconnection Agreement that, among other updates, requires generators to pay overheads on the construction of upgrades to interconnect the generator's project to the electric power system, to specific circumstances. The Petition did no such thing.

Second, PURA has never "actually decided" the issue. Even if the Petition had included Allco's interconnection disputes, PURA did not rule on the merits of the Petition and closed the docket without action, concluding that the Petition did "not constitute a cognizable request for a declaratory ruling."[11] However, PURA's Docket Closing Action does provide guidance as to what constitutes a cognizable request for a declaratory ruling. If Allco wishes to challenge the imposition of overhead charges, Allco may use this guidance to draft a separate petition for

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[8] Issler v. Issler, 250 Conn. 226, 237 n.12 (1999) ("***For generations***, it has been well settled that the particular language of a contract must prevail over the general.") (citing Miller Bros. Construction Co. v. Maryland Casualty Co., 113 Conn. 504, 514 (1931)) (quotations omitted) (emphasis added).

[9] Torrington Tax Collector, LLC v. Riley, 354 Conn. 66, 75 (2026) (citations omitted; quotation marks omitted).

[10] Petition at 4-5.

[11] Docket No. 25-03-12, Petition for Declaratory Ruling of The Connecticut Light and Power Company d/b/a Eversource Energy and the Allco Affiliates to Resolve Contract Disputes, April 30, 2025, Docket Closing Action Other than Decision ("Docket Closing Action") at 2.

declaratory ruling. Eversource is not collaterally estopped from asserting that Allco's overheads and other interconnection-related disputes should be litigated pursuant to a petition for declaratory ruling filed with PURA.

Allco's Reply further alleges that Eversource invokes the 2021 Settlement Agreement to frustrate Allco's claim for damages because PURA does not have the authority to award damages with respect to timely return of interconnection refund claims.[12] Given that Allco views PURA as lacking jurisdiction over such claims, Eversource must then ask: ***Why is Allco seeking to litigate (and compel responses to) this exact issue[13] in the Company's rate case proceeding if not for the purpose of its federal lawsuit against Eversource?*** To clarify the Company's position on this specific claim, an allegation that Eversource did not timely return an interconnection refund is a "compliance with timelines" dispute under Section 5.2(d) of the PURA-approved Interconnection Guidelines (the "Guidelines"). This claim must follow the dispute resolution process set forth in the Guidelines, which allows Allco to file a complaint with PURA at any time.[14] A petition for declaratory ruling should constitute a "complaint" for the purpose of this process.

Given that no such "complaint" has been filed with PURA, it also follows that Allco has failed to exhaust its administrative remedies. Consequently, Allco's other forum-related arguments in its Reply are deficient as well. PURA is the proper forum, and a petition for declaratory ruling is the proper vehicle, to hear and decide Allco's overheads and other interconnection-related disputes against Eversource. Therefore, Eversource respectfully requests that PURA issue an order denying Allco's Motion No. 084 and requiring Allco to comply with the terms of the in-force 2021 Settlement Agreement.

II. PURA Should Issue Guidance to Prevent Allco from Continuing to Conduct Unnecessary and Burdensome Discovery on Issues that Are Irrelevant, Immaterial and Outside the Scope of this Proceeding.

The purpose of discovery is to provide PURA, the parties, and intervenors with access to relevant, probative information necessary to develop a complete and accurate record -- not to allow repetitive or irrelevant requests that divert time and resources from that objective. Connecticut law requires administrative agencies to exclude "irrelevant, immaterial or unduly repetitious evidence."[15] The Connecticut Supreme Court has cautioned that parties seeking discovery "should not be allowed to indulge a hope that a thorough ransacking of any information and material which the defendant may possess would turn up evidence helpful to the petitioner's case."[16]

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12 Allco Reply at 5.

13 See, e.g., ALLCO-004, ALLCO-005, & ALLCO-104.

14 Guidelines § 5.2(i).

15 Conn. Gen. Stat. § 4-178(1); see, also Conn. Agencies Regs. § 16-1-38(a).

16 Pottetti v. Clifford, 146 Conn. 252, 263 (1959).

In that regard, discovery requests must comply with requirements of relevance, permissible scope and proportionality.[17] In line with the statutory requirement that parties have access to "***relevant and material*** records, papers and documents," a request is not permissible merely because it is made; it must bear a reasonable relationship to the issues before PURA, fall within the scope of the proceeding, and avoid burdens disproportionate to any legitimate evidentiary purpose.[18] Put simply, "effective discovery serves to advance the efficiency of administrative hearings and provides the important fact-finding base upon which administrative decisions may rely."[19]

Allco's status as an intervenor does not change or override the legal principles governing discovery. The right to participate in a proceeding does not grant *carte blanche* to pursue discovery of information unrelated to the issues that will ultimately be decided by PURA in this docket, or to otherwise make improper discovery requests permissible. Allco emphasizes that PURA granted its intervention without limitation and declined to restrict its participation under Section 4-177a(d).[20] To be sure, PURA reasonably afforded Allco the benefit of the doubt. However, Allco has treated admission as an intervenor as though PURA has approved the scope of every discovery request it might serve. That conclusion is plainly incorrect. Permission to participate in this proceeding was not a determination that every interrogatory Allco issues is proper or within the permissible scope of the proceeding.

The Company has similarly extended Allco the benefit of the doubt, making significant efforts to answer Allco's numerous and complex interrogatories, objecting only when necessary, and choosing not to petition PURA to limit Allco's participation. However, Allco's actions have shown that the benefit of the doubt extended by both PURA and the Company was misplaced. Due to these ongoing issues, the Company now finds it necessary to formally bring Allco's conduct to PURA's attention. Two persistent problems exemplify this conduct and warrant review by PURA: (1) repeated requests duplicating prior discovery; and (2) requests exceeding the scope of this proceeding.

First, Allco has repeatedly issued discovery requests that either replicate or closely mirror those previously submitted in this proceeding. Attachment 1 presents a full compilation of duplicative requests issued to date, cross-referencing each successive request with its prior counterpart.

Second, beyond repeating earlier requests, Allco has issued numerous interrogatories that fall outside the scope of this proceeding and appear calculated to develop claims in its federal

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17 Conn. Practice Book § 13-2 (A party may obtain "discovery of information . . . material to the subject matter involved in the pending action, which are not privileged"); Federal Rule of Civil Procedure 26(b)(2) (discoverable information includes any nonprivileged matter relevant to any party's claim or defense and proportional to the needs of the case, considering factors such as importance, burden, and expense).

18 Conn. Gen. Stat. § 4-177c(a)(1) (emphasis added).

19 Off. of Consumer Couns. v. Dep't of Pub. Util. Control, 44 Conn. Supp. 21, 26–27 (Super. Ct. 1994).

20 Allco Reply at 1, 2.

lawsuit against Eversource or other improper objectives. Attachment 2 identifies representative, though not exhaustive, examples of this problem.

Allco attempts to justify its discovery practices by mischaracterizing the Company's objections as a collateral attack on PURA's ruling granting intervention.[21] That mischaracterization seeks to distract from the real issue before PURA, which is whether the discovery Allco seeks to compel is relevant, material, proportionate, nonduplicative and reasonably calculated to yield probative evidence in this proceeding. Allco has not made that showing. Rather than substantiate the permissibility of its discovery requests, Allco attempts to shift the focus to the Company's purported bad faith, accusing the Company of deliberately withholding responsive information without good cause.[22]

However, Allco improperly conflates the question of whether the Company has adequately explained its responses with the distinct question of whether the Company has valid grounds to object to the discovery in the first place. The Company has raised legitimate objections on legal grounds to the discovery Allco seeks to compel. The existence of those objections cannot be dismissed merely because Allco contends that the Company should have provided a more detailed explanation for its responses. Allco's baseless accusations and unsupported narrative of persecution do not establish that the Company has improperly withheld discoverable information. Instead, once Allco's rhetoric and theatrics are stripped away, all that remains is a classic argument from ignorance (*argumentum ad ignorantiam*), improperly treating the absence of an explanation as affirmative proof that no valid basis for withholding the information exists.[23]

The absence of an explanation that Allco finds satisfactory does not establish that the requested information is discoverable, much less that the Company has acted in bad faith. The question of whether the Company possesses responsive information is distinct from whether that information is discoverable. For example, the Company's knowledge of the identities of the Eversource personnel requested in ALLCO-064, ALLCO-102, and ALLCO-107 does not, by itself, establish that those identities are discoverable. Allco has failed to demonstrate any connection between those identities and the issues before PURA in this proceeding. That information will not aid PURA in evaluating the issues. Allco's requests reflect a mistaken view that its status as an intervenor entitles it to every category of information it requests, regardless of whether that information is relevant or otherwise discoverable.

Thus, Allco's approach to discovery repeats the same fundamental error underlying its objections to the Company's motions for protective treatment. As the Company explained in its response to Allco's objection to Motion No. 069, Allco presumes that once a utility includes a cost

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21 Id. at 2.

22 See, e.g., Id. at 10, 11.

23 "Giving evidence against alleged communist fellow travellers in the State Department, Senator [Joseph] McCarthy said of one case: '*I do not have much information on this except the general statement of the agency that there is nothing in the files to disprove his Communist connections.'* In other words, we should assume that the agent in question was a communist, because we don't know that he is *not* a communist." MICHAEL WHITHEY, MASTERING LOGICAL FALLACIES 83 (2016) (emphasis in original).

in its proposed revenue requirement, every item of information related to that cost -- regardless of its nature, purpose, or relevance -- must be publicly disclosed.[24] Allco makes the same error here, treating any conceivable connection between a discovery request and the Company's rates, no matter how remote or attenuated, as sufficient to place the request within the scope of discovery. No statute, regulation, PURA precedent, or judicial authority supports this proposition. On the contrary, a party is required to produce discovery documents only if they are "***material and necessary*** to [an] action."[25]

Under Allco's measure of relevance, virtually anything could be deemed relevant, rendering the concept all but meaningless. But even under a reasonable standard of relevance,[26] the relevance of a subject does not, by itself, automatically render every discovery request proper. Particular requests may be unduly repetitive or cumulative, overbroad, protected by privilege, or directed primarily toward developing evidence for use in another lawsuit. Many of Allco's requests disregard these limits, seeking information that is objectionable on these independent grounds. Moreover, Allco has also repeatedly sought information that is plainly immaterial to any issue properly before PURA in this proceeding.[27] For example, although PURA may properly examine the reasonableness of the Company's overhead-allocation methodology in this proceeding, that inquiry does not render discoverable every interconnecting-customer complaint, every historical refund payment, or the name of every employee ever connected to the calculation of interconnection costs. Allco's repeated failure to observe these limits and issue "relevant and material" discovery requests demonstrates the need for clear direction from PURA.

Without seeking restrictions on Allco's participation at this time, the Company respectfully requests that PURA provide Allco with guidance on the permissible scope of discovery and the parties' obligations to conduct discovery in a reasonable and orderly manner. Providing such guidance now may prevent future disputes, reduce unnecessary administrative burdens, and help maintain the efficient progress of this proceeding. PURA retains the ultimate discretion in this proceeding to prevent Allco from conducting unnecessary and burdensome discovery on issues

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[24] Comment to ALLCO Objection to Motion No. 69, at 3.

[25] Dotson v. Hartford Roman Catholic Diocesan Corp., No. CV106012742S, 2011 WL 1021745, (Conn. Super. Ct. Feb. 17, 2011) (citing, Berger v. Cuomo, 230 Conn. 1, 7 (1994)) (emphasis added); see also Conn. Gen. Stat. § 4-177c(a)(1) (permitting discovery of "relevant and material records, papers and documents[.]"); see, also Office of Consumer Counsel v. Department of Public Utility Control, 44 Conn. Supp. 21, 26-27 (1994) (explaining that information sought through discovery must be material and must advance the factual foundation upon which PURA's decision will rely); Cf. Berger v. Cuomo, 230 Conn. 1, 7 (1994) ("A plaintiff must be able to demonstrate good faith as well as probable cause that the information sought is both material and necessary to his action.")

[26] Evidence is relevant if it "has a logical tendency to aid the trier of fact in the determination of an issue. Evidence is relevant only if it has a tendency to establish the existence of a material fact." State v. Pagan, 158 Conn. App. 620, 634 (2015). Evidence is material when it is offered to prove a fact directly in issue or a fact probative of a matter in issue. State v. Estrella, 277 Conn. 458 n. 17 (2006).

[27] Evidence is relevant only if it has a tendency to establish the existence of a material fact. United Technologies Corp. v Commission on Human Rights & Opportunities, 72 Conn. App. 212, 229 (2002); Relevant evidence is defined in § 4–1 of the Connecticut Code of Evidence as "evidence having any tendency to make the existence of any fact that is material to the determination of the proceeding more probable or less probable than it would be without the evidence."

that are irrelevant, immaterial, and outside the scope of this proceeding. Accordingly, PURA should deny Allco's Motion to Compel, Motion No. 084.

III. Conclusion

Eversource respectfully requests that PURA issue an order denying Allco's Motion No. 084 and requiring Allco to comply with the terms of the in-force 2021 Settlement Agreement. Even if PURA declines to issue an order directing Allco to comply with the terms of the 2021 Settlement Agreement, PURA should still deny Allco's Motion No. 084 for the reasons set forth herein and in Eversource's Response. Lastly, Eversource requests that PURA provide Allco with guidance regarding the permissible scope of discovery and the parties' obligations to conduct discovery in a reasonable and orderly manner, by having PURA's ruling on Motion No. 084 state that: "Allco must limit discovery to subject matter that is material and necessary to the adjudication of the distribution rate amendment application filed by Eversource; and halt issuing interrogatories that are repetitive, cumulative and overbroad; seek data that is protected by privilege; and/or are directed primarily toward developing evidence for use in another lawsuit."

Very truly yours,

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On behalf of Connecticut Light and Power Company d/b/a Eversource Energy

cc: Service list