STATE OF CONNECTICUT

PUBLIC UTILITIES REGULATORY AUTHORITY

APPLICATION OF THE CONNECTICUT LIGHT AND POWER COMPANY D/B/A EVERSOURCE ENERGY TO AMEND ITS RATE SCHEDULES	:	**DOCKET NO. 26-05-10**
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	:	**SEPTEMBER 25, 2026**

MOTION OF THE CONNECTICUT LIGHT AND POWER COMPANY D/B/A EVERSOURCE ENERGY FOR PROTECTIVE TREATMENT OF CONFIDENTIAL INFORMATION

The Connecticut Light and Power Company d/b/a Eversource Energy (the "Company" or "CL&P") hereby moves that the Public Utilities Regulatory Authority ("PURA") grant protective treatment as described in this motion to ensure that certain confidential information provided by the Company in the above-referenced proceeding is not subject to public disclosure. As outlined below, certain information provided by the Company in response to an interrogatory issued by Allco Finance Limited on September 2, 2026 ("ALLCO Set 2"), contain confidential customer employee names and contact information, sensitive vendor employee information, vendor pricing and negotiated contract terms, a vendor tax identification number, requests for proposals and bid responses, and confidential invoices with attorney-client privileged work product, which the Company does not disclose publicly.

In support of this motion, the Company states as follows:

1. The confidential information addressed in this motion includes information provided by the Company in the following attachments to interrogatories to ALLCO-27:

Interrogatory Number	Attachment Name	Redacted Filing Date	Confidential Filing Date
ALLCO-27	Attachment 1 CONFIDENTIAL, Attachment 2 CONFIDENTIAL, Attachment 4 CONFIDENTIAL, ATTACHMENT 5 CONFIDENTIAL, Attachment 6 CONFIDENTIAL, Attachment 7 CONFIDENTIAL, Attachment 8 CONFIDENTIAL, Attachment 10 CONFIDENTIAL	September 24, 2026	September 24, 2026

Together, these documents are referred to herein as the "Confidential Information." The Confidential Information was submitted to PURA via email on September 24, 2026. The last items responsive to ALLCO Set 2 were filed with PURA on September 24, 2026.

Employee Names and Contact Information

2. ALLCO-27 Attachment 1 CONFIDENTIAL, ALLCO-27 Attachment 2 CONFIDENTIAL, ALLCO-27 Attachment 4 CONFIDENTIAL, ALLCO-27 Attachment 5 CONFIDENTIAL, ALLCO-27 Attachment 6 CONFIDENTIAL, ALLCO-27 Attachment 7 CONFIDENTIAL, and ALLCO-27 Attachment 8 CONFIDENTIAL contain names and contact information for individual Eversource employees. PURA's July 10, 2026 Procedural Order Regarding Protected Materials at page 3 included employee names, personal email addresses, and other personnel information as information that may be redacted. PURA has previously protected employee names and contact information from public disclosure. In Docket No. 24-01-03, PURA Annual Review of the Rate Adjustment Mechanisms of The Connecticut Light and Power Company, PURA approved CL&P's motion for reconsideration for protection to Eversource employee names and contact information ("Docket No. 24-

01-03 Motion No. 28 Ruling"). CL&P articulated the increased security risks triggered by making employee contact information publicly available. See Docket No. 24-01-03, Motion No. 28 Ruling, at 2. PURA found that the Eversource email addresses, phone numbers, and non-public addresses of certain Eversource employees were exempt from public disclosure as information that constitutes commercial or financial information given in confidence and not required by statute. See id.; Conn. Gen. Stat. § 1-210(b)(5)(B). PURA has also previously protected employee contact information from public disclosure in other instances. See, e.g., Docket No. 26-05-10, Application of Connecticut Light and Power Company d/b/a Eversource Energy to Amend its Rate Schedules (August 2, 2026 Ruling to Motion No. 10) (protecting employee names and contact information); Docket No. 24-03-01, Annual Review of the System Expansion Reconciliation Mechanisms (July 22, 2024 Ruling to Motion No. 4) (protecting employee contact information); Docket No. 21-08-24, Petition of William Tong, Attorney General for the State of Connecticut, and the Office of Consumer Counsel for an Investigation into Eversource Energy Regarding Gas Expansion Marketing (October 25, 2021 Ruling to Motion No. 7) (protecting employee names, addresses, and telephone numbers).

3. Employee names and contact information should be protected from public disclosure. If the Company makes employee information public, there are both cybersecurity and physical security risks to individual Eversource employees. Making employee information public triggers an increased risk in phishing attacks as there is more information available about Eversource employees, centralized and publicly available. Additionally, there is a risk of personal harassment for individual employees.

Accordingly, this information should be protected from public disclosure pursuant to Conn. Gen. Stat. § 1-210(b)(2) as the public disclosure would constitute an invasion of personal privacy. The public disclosure of the employee information may also result in a safety risk or a security risk to information technology systems, and therefore should be exempt from public disclosure under Conn. Gen. Stat. §§ 1-210(b)(19) and (20). Lastly, the Company is providing this commercial contact information related to its employees only as part of a regulatory filing and it is not required by statute to make this information public. Thus, the employee information qualifies for protection from public disclosure pursuant to Conn. Gen. Stat. § 1-210(b)(5)(B).

4. In addition, there is sensitive employee demographic information provided by a third party in ALLCO-27 Attachment 7 CONFIDENTIAL that is not publicly available. Accordingly, this information should be protected from public disclosure pursuant to Conn. Gen. Stat. § 1-210(b)(2) as the public disclosure would constitute an invasion of personal privacy.

Vendor Pricing Information and Contract Terms

5. ALLCO-27 Attachments 1, 4, 5, 7, and 10 CONFIDENTIAL contain confidential vendor pricing information relating to the Company's third-party vendors. The pricing and rates from third parties and consultants are confidential and proprietary, and public disclosure of this data would adversely impact the third parties and consultants in their pending and future negotiations to perform like services for other companies. The information on terms, fees, and rates contained in this attachment include proprietary, competitive, and commercially sensitive information that is non-public information. Public disclosure of this information would cause substantial harm to the Company and

its vendor. Negotiated contract terms, pricing, and unit cost terms obtained by the Company from vendors are provided with an expectation of privacy and must be protected from public disclosure to ensure competitive market pricing.

6. Pursuant to Conn. Gen. Stat. § 1-210(b)(5)(A), the Confidential Information provided in response to ALLCO-27 Attachments 1, 4, 5, 7, and 10 CONFIDENTIAL qualifies as "trade secrets" for purposes of the Freedom of Information Act. Trade secrets include "formulas, patterns, compilations, programs, devices, methods, techniques, processes…cost data…that (1) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy." Conn. Gen. Stat. § 1-210(b)(5)(A); see also Conn. Gen. Stat. § 35-51(d). Moreover, PURA is permitted to protect from public disclosure "[c]ommercial and financial information given in confidence, not required by statute." Conn. Gen. Stat. § 1-210(b)(5)(B). Further, the Confidential Information provided in response to ALLCO-27 Attachments 1, 4, 5, 7, and 10 CONFIDENTIAL is commercial or financial information given in confidence, and not required by statute under Conn. Gen. Stat. § 1-210(b)(5)(B).
7. PURA's July 10, 2026 Procedural Order Regarding Protected Materials at page 3 included "contract terms whose disclosure would negatively impact the filer's business position or the business position of an entity with which it has a contractual relationship (e.g., special negotiated contract terms including pricing, unit cost information, and commercial terms); as information that may be redacted. PURA has previously

approved requests to protect similar negotiated pricing and contract information as confidential. See, Docket No. 24-12-01, Application of Yankee Gas Services Company d/b/a Eversource Energy to Amend its Rate Schedules (Dec. 18, 2024 Ruling on Motion No. 5) (protecting as confidential negotiated third-party vendor pricing and agreements); Docket No. 23-11-02, Application of Connecticut Natural Gas Corporation and The Southern Connecticut Gas Company to Amend their Rate Schedules (Nov. 26, 2023 Ruling on Motion No. 12 and Dec. 22, 2023 Ruling on Motion No. 29) (protecting as confidential third-party vendor agreement); Docket No. 14-07-19RE07, PURA Investigation into Redesign of the Residential Electric Billing Format – Cost Allocation Among Suppliers for System Redesign and Associated Costs (July 21, 2022 Ruling on Motion No. 3) (protecting third-party vendors' pricing data as commercially sensitive, confidential, and proprietary); Docket No. 20-08-03, Investigation into Electric Distribution Companies' Preparation for and Response to Tropical Storm Isaias (Dec. 10, 2020 Ruling on Motion No. 43) (protecting as confidential unaudited vendor invoices and pricing information); Docket No. 16-06-04, Application of the United Illuminating Company to Increase Rates and Charges (Aug. 8, 2016 Ruling on Motion No. 10) (approving motion for protective order for rate case expense); (Aug. 8, 2016 Order on Motion No. 8) (allowing confidential status for third-party vendor pricing information); (Aug. 25, 2016 Order on Motion No. 17) (protecting as confidential pricing and contract with meter reading vendor); Docket No. 14-05-06, Application of The Connecticut Light and Power Company to Amend Rate Schedules (July 25, 2014 Ruling on Motion No. 27) (vendor contracts for rate case expense); Docket No. 13- 03-23, Petition of The Connecticut Light and Power

Company for Approval to Recover its 2011 – 2012 Major Storm Costs (Apr. 10, 2013 Ruling on Motion No. 1) (third-party vendor pricing information); Docket No. 09-12-05, Application of Connecticut Light and Power Company To Amend Its Rate Schedules (Mar. 22, 2010 Ruling on Motion No. 34) (confidential vendor pricing information).

Tax Identification Number

8. ALLCO-27 Attachment 10 CONFIDENTIAL contains the tax identification number of an external vendor.

9. The tax identification number is exempt from public disclosure as "[c]ommercial or financial information given in confidence, not required by statute." Conn. Gen. Stat. § 1-210(b)(5)(B). The tax information qualifies under this category of protected information because it is: (a) commercial or financial information; (b) given in confidence; and (c) not required by statute. The first element of this standard is satisfied because this information falls within the plain, ordinary meaning of "commercial information." Black's Law Dictionary (12th ed. 2024), "commercial" ("Of, relating to, or involving the selling of goods or services for profit."). The second element of this standard is satisfied because this information was intended to remain private. Lastly, the information qualifies under this exemption because public disclosure is not required by statute. The Company is producing this information as part of a discovery filing in an ongoing regulatory proceeding and not pursuant to a statutory mandate.

10. Public release of a taxpayer identification numbers could damage the affected persons and entities by subjecting them to potential fraud, theft, and other abuses. A Taxpayer

Identification Number is to a business what a social security number is to an individual and it must be afforded the same level of protection.

11. PURA has previously granted protective treatment to maintain the confidentiality of the same or similar information. See, e.g., Docket No. 23-08-03, Annual Non-Residential Renewable Energy Solutions Program Review – Year 3 (July 22, 2024 Ruling Order on Motion No. 34) (protecting, among other things, banking information); Docket No. 20-08-03, Investigation into Electric Distribution Companies' Preparation for and Response to Tropical Storm Isaias (Dec. 10, 2020 Ruling on Motion No. 43) (protecting banking information as confidential); Docket No. 18-05-10, Application of Yankee Gas Services Company d/b/a Eversource Energy to Amend its Rate Schedules (July 12, 2018 Order granting Motion No. 12) (protecting pricing information, taxpayer identification numbers, and bank account information).

Confidential Requests for Proposals and Bid Responses

12. ALLCO-27 Attachment 1 CONFIDENTIAL and ALLCO-27 Attachment 7 CONFIDENTIAL contain specific pricing and term and condition information provided to Eversource for services to be rendered in response to a RFP, including specific hourly rates. The Confidential Information in ALLCO-27 Attachment 1 CONFIDENTIAL and ALLCO-27 Attachment 7 CONFIDENTIAL includes cost information and competitive pricing information of the Company's potential outside vendors, which, if disclosed to the public and competitors would cause substantial harm to the Company and to their vendors. This pricing information includes proprietary, competitive and commercially sensitive information. ALLCO-27 Attachment 1

CONFIDENTIAL and ALLCO-27 Attachment 7 CONFIDENTIAL, also include confidential terms and conditions that are not disclosed publicly.

13. Pursuant to Conn. Gen. Stat. § 1-210(b)(5)(A), the Confidential Information provided in ALLCO-27 Attachment 1 CONFIDENTIAL and ALLCO-27 Attachment 7 CONFIDENTIAL, qualifies as "trade secrets" for purposes of the Freedom of Information Act ("FOIA"). Trade secrets include "formulas, patterns, compilations, programs, devices, methods, techniques, processes…cost data…that (1) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy." Conn. Gen. Stat. § 1-210(b)(5)(A); see also Conn. Gen. Stat. § 35-51(d). Moreover, PURA is permitted to protect from public disclosure "[c]ommercial and financial information given in confidence, not required by statute." Conn. Gen. Stat. § 1-210(b)(5)(B)
14. PURA's July 10, 2026 Procedural Order Regarding Protected Materials at page 3 included internal bid evaluation processes and procedures as information that may be redacted.
15. PURA has previously granted similar requests related to vendor bids, pricing information, and negotiated contract terms. See, e.g., Docket No. 24-12-01, Application of Yankee Gas Services Company d/b/a Eversource Energy to Amend Its Rate Schedules, (May 28, 2025 Ruling to Motion No. 98) (protecting pricing and contract information in RFPs, as well as bid evaluations); Docket No. 14-05-06, Application of The Connecticut Light and Power Company to Amend Rate Schedules (July 25, 2014

Ruling on Motion No. 27) (vendor contracts for rate case expense); Docket No. 13- 03-23, Petition of The Connecticut Light and Power Company for Approval to Recover its 2011 – 2012 Major Storm Costs (Apr. 10, 2013 Ruling on Motion No. 1) (third-party vendor pricing information); Docket No. 09-12-05, Application of Connecticut Light and Power Company To Amend Its Rate Schedules (Mar. 22, 2010 Ruling on Motion No. 34) (confidential vendor pricing information)

Attorney Client Privilege for Invoice Work Description

16. ALLCO-27 Attachment 10 CONFIDENTIAL (Redacted for Privilege) contains redactions to the descriptions of legal services, which are necessary to protect information subject to the attorney-client privilege. It is well settled that FOIA explicitly exempts from disclosure (on a confidential basis or otherwise) records or communications protected by the attorney-client privilege. See Conn. Gen. Stat. 1-210(b)(10). It is also well settled that PURA recognizes common law attorney-client privilege and the work-product doctrine. See, e.g., Docket No. 17-06-30, Joint Application of Eversource Energy and Macquarie Utilities Inc. for Approval of a Change of Control (Aug. 24, 2017 Order on Motion No. 6) (approving non-disclosure of communications between attorney and client protected by privilege); Docket No. 15-03-45, Joint Application of Iberdrola, S.A., et al, and UIL Holdings Corporation for Approval of a Change of Control (May 27, 2015 Order Approving Motion No. 25) (approving non-disclosure of attorney-client privileged information prepared in anticipation of change of control); Docket No. 09-12-05, Application of the Connecticut Light and Power Company to Amend Rates (March 22, 2010 Order

Approving Motion No. 34) (approving non-disclosure of information in legal invoices subject to the attorney client privilege).

17. Information is subject to the attorney-client privilege when there is a communication to a client involving a lawyer's legal advice, opinions, or assistance in a legal matter with the expectation that the matters discussed would not be disclosed to others. See Upjohn Co. v. U.S., 449 U.S. 383, 389 (1981). As a result, any communications about legal matters between a client and its attorney are privileged. The attorney-client privilege exists to encourage full and frank communication between attorneys and their clients and thereby promote broader public interests in the observance of law and administration of justice. Id. Thus, information that is subject to the attorney-client privilege is protected from disclosure to third parties, on a confidential basis or otherwise, including to PURA, because such disclosure would result in a waiver of the privilege. See, e.g., State v. Turner, 252 Conn. 714, 733, 751 A.2d 372 (2000) (citation omitted) ("disclosure of the content of a privileged attorney communication constitutes waiver of the privilege").

18. As a result, ALLCO 27-ATTACHMENT 10 CONFIDENTIAL (Redacted for Privilege) contains redactions to the detailed descriptions of legal services that are subject to the attorney-client privilege for the following reasons: (1) the Company is asserting the privilege; (2) the communications were made by attorneys representing the Company; (3) the communications were made by the attorneys with the intention of describing legal advice and work relating to the subject proceeding and other legal work performed for the Company; and (4) the communications were made exclusively to the Company, with an expectation that such communications would not

be disclosed to others. The redactions concern that nature of legal work that would reveal legal advice and strategy, opinions or assistance in the underlying legal matter, and the specific nature of the service performed, which were provided with the expectation that the matters discussed would not be disclosed to others. The Company has not disclosed the redacted privileged material to third parties and should not be compelled to produce such information to any party to this proceeding. Accordingly, the information redacted from these attachments is subject to the attorney-client privilege and is not subject to discovery or disclosure under Connecticut law

19. In summary, the Confidential Information discussed in this motion is maintained by the Company as confidential and has not been disclosed or released to the public.
20. The Confidential Information is exempt from disclosure under Conn. Gen. Stat. §1-210(a) and (b), as described herein.
21. Additionally, pursuant to PURA's July 10, 2026 Procedural Order Regarding Protected Materials in this docket, the Confidential Information is the type of information that is typically subject to protected treatment, including employee names and email addresses, and commercial terms and pricing information.
22. In this case, the necessity of withholding public disclosure of the Confidential Information outweighs the public interest in such disclosure
23. Attached in support of this motion as Attachment A, is the Affidavit of Casandra Dickson, Director of Regulatory Projects and Compliance for Eversource Energy Service Company. The affidavit addresses the need for protective treatment of the Confidential Information described in this motion.

24. For the foregoing reasons, CL&P respectfully requests that PURA grant this motion for protective order.

Respectfully submitted,

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

By its attorneys,

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CERTIFICATION

This is to certify that on this day, September 25, 2026, the foregoing document was filed with the Public Utilities Regulatory Authority, and copies of the foregoing document were served upon each person designated on PURA's official Service List in this proceeding in accordance with R.C.S.A. § 16-1-15.

By: */s/ Kathleen O'Hare*
Kathleen O'Hare
Commissioner of the Superior Court