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VIA ELECTRONIC FILING

Jeffrey R. Gaudiosi, Esq.
Executive Secretary
Public Utilities Regulatory Authority
Ten 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 Rate Schedules – Comment on Motion No. 69

Dear Mr. Gaudiosi:

The Connecticut Light and Power Company d/b/a Eversource Energy (the "Company" or "CL&P") hereby responds to the objection of ALLCO Finance Limited ("ALLCO") to the Company's Motion for Protective Treatment, docketed by the Public Utilities Regulatory Authority ("PURA") as Motion No. 69. Motion No. 69 requested that PURA grant protective treatment to ensure that certain confidential information provided by the Company in the above-referenced proceeding is not subject to public disclosure. The confidential information filed by the Company was submitted in relation to interrogatories issued by ALLCO on September 2, 2026 ("ALLCO Set 2"). The Company sought protection for these items because the information contains employee names, employee identification numbers, employee contact information, employee salary information, vendor pricing and negotiated contract terms, and banking information.

On July 10, 2026, PURA issued a Procedural Order Regarding Protected Materials ("Procedural Order"). In that Procedural Order, PURA delineated the types of information that will be protected in this proceeding. Specifically, PURA identified the "Information that May Be Redacted Prior to the Authority's Review," as follows:

1. Customers' individually identifiable information (e.g., names, phone numbers, utility account numbers, bank account information, email addresses, and physical addresses);

2. 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);

3. Confidential legal settlement information, which includes amounts of individual claims;

4. Records for which there is a reasonable basis to believe disclosure may result in a safety risk to a person or a government-owned or leased institution, including an institution or facility owned or leased by a public service company, (e.g., critical energy infrastructure);

5. Confidential cybersecurity information whose disclosure may result in a safety or security risk;

6. Employee names, personal email addresses, personal physical addresses, and personal identification numbers, as well as personnel and medical information, the disclosure of which would constitute an invasion of personal privacy

7. Internal audit reports, benchmarking analyses, and other non-public business information, including information analyzing and critiquing internal company business strategies and operating practices;

8. Internal bid evaluation processes and procedures;

9. Tax returns and related tax information;

10. Confidential and proprietary formulae; and

11. Strategic discussions in meeting minutes, (e.g., board of director discussion regarding awarding contracts to vendors, commercially sensitive discussions regarding affiliates, and confidential financial information).

(Procedural Order at 3).

The information submitted by the Company subject to a request for protective treatment falls within PURA's delineated items, as follows:

Confidential Attachment	**Confidential Information**	**PURA Procedural Order Designation**
ALLCO-020 Attachment 1 Confidential	Names and contact information of employees	6
ALLCO-022 Attachment 1 Confidential	Individual salary and benefits information	6
ALLCO-024 Attachment 1 Confidential	Names and contact information of employees; employee identification numbers	6
ALLCO-034 Attachment 1 Confidential	Vendor pricing information; bank account and routing numbers	1, 2

On September 30, 2026, ALLCO filed an objection to Motion No. 69 ("ALLCO Objection"), challenging the confidentiality of aggregate costs allocated to the Company in ALLCO-022, Attachment 1; the vendor pricing in ALLCO-034, Attachment 1, and the titles, reporting lines, and headcounts in ALLCO-020, Attachment 1. ALLCO also asserts that it will oppose the protection of the vendor's fee proposal, the not-to-exceed amount, the hours estimated, the hourly rates, and the invoice details, all of which were provided in connection with the Company's response to ALLCO-027. For the reasons discussed below, ALLCO's arguments are unsupported and incorrect and should therefore be rejected by PURA.

I. ALLCO's Objections Are Based on a Fundamental Misconception of the Law Governing Confidential Information

ALLCO's objections rest on a fundamental and recurring misconception about the relationship between a utility's proposed revenue requirement and the public disclosure of information supporting that requirement. ALLCO presumes that once a utility includes a particular cost in its proposed revenue requirement, every piece of information connected to that cost—regardless of its nature, purpose, or degree of relevance—must automatically be disclosed to the public. However, no statute, regulation, PURA precedent, or judicial authority establishes such a legal proposition.

Connecticut's statutory framework expressly recognizes that information maintained by a public agency, including PURA, may be exempt from disclosure if it falls within a statutory exception. Conn. Gen. Stat. § 1-210(b). These exceptions include, among others, trade secrets, confidential commercial or financial information, communications protected by attorney-client privilege, and records that pose a reasonable security or safety risk to the public. Conn. Gen. Stat. § 1-210(b)(5), (10), (19). Additionally, as noted above, PURA's Procedural Order in this proceeding has already identified eleven categories of information that will be protected from disclosure. There is a substantial body of PURA precedent protecting the information addressed in Motion 69 and the Company's other motions in this proceeding (Procedural Order at 3; see PURA rulings cited in Motion Nos. 12, 31, 32, 35, 39, etc.).

The inclusion of a particular cost in a revenue requirement does not, by itself, alter the confidential status of the information associated with that expense. Instead, whether the information must be publicly disclosed depends on its nature and the applicable statutory or legal protections. ALLCO's approach, by contrast, would require that every document, communication, agreement, negotiation, analysis, or piece of information merely related to a cost sought for recovery be made part of the public record. Nothing in Conn. Gen. Stat. § 1-210, Title 16, or PURA's regulations require the public disclosure of information relating to a utility cost simply because that cost is included in a revenue requirement. In fact, such a rule would be irreconcilable with § 1-210 itself, which explicitly preserves exemptions for confidential commercial and financial information, trade secrets, privileged communications, and records that may pose a threat to public safety. Under this thought process, customer interests would be harmed whereas the utility could never protect sensitive employee compensation amounts or the price and non-price

terms that it negotiates with its vendors, which would threaten the utility's ability to obtain competitive pricing and other business terms.

Connecticut's public records law focuses on the character of the information at issue, rather than any artificial rule tying confidentiality to a connection with regulated costs. For example, the Supreme Court has found that the trade-secret exemption depends on the nature and accessibility of the information, not on who possesses it. Univ. of Connecticut v. Freedom of Info. Comm'n, 303 Conn. 724, 734 (2012). Similarly, the Appellate Court has clarified that whether information qualifies as confidential commercial or financial information under § 1-210(b)(5)(B) depends on the statutory requirements governing the information itself. Allco Renewable Energy Ltd. v. Freedom of Info. Comm'n, 205 Conn. App. 144, 158–59 (2021).

Under ALLCO's approach, a regulated company would be compelled to disclose confidential settlement agreements merely because a payment or obligation arising from such an agreement relates to a cost included in the company's revenue requirement. The regulated company might also be required to reveal privileged communications with counsel about matters that ultimately affect expenses or expose confidential negotiations with vendors simply because the resulting expense appears in rates. However, including an expense in a revenue requirement does not, in logic or law, transform all the underlying information into public information.

The relevant question here is not whether information can be linked in any way to an expense included in the Company's proposed revenue requirement. Instead, the relevant question is whether the specific information for which protection is sought qualifies for confidential treatment on an established legal basis. This is the standard set forth by Connecticut law and PURA's procedures, and this standard is met with respect to the information sought for protection pursuant to Motion No. 69.

II. Confidential Compensation Information

ALLCO argues that the Company should not be allowed to redact the percentage of Legal Department costs allocated to CL&P in column (i), because it is not a "personnel or medical file[]" within Conn. Gen. Stat. § 1-210(b)(2) (ALLCO Objection at 2). ALLCO contends that this percentage is not confidential personal salary information but reflects the Company's cost-allocation methodology, which ratepayers should be able to review because it directly affects the charges assessed to them (id.). ALLCO further contends that only employee numbers and figures that could reveal an identifiable individual's compensation should remain confidential (id.).

ALLCO's argument is flawed because it considers column (i) of ALLCO-022 Attachment 1 Confidential in isolation and ignores how it could be combined with other data in the attachment to reveal confidential compensation details. The relevant question is not whether column (i) alone contains confidential information. Instead, the question is whether ALLCO-022 Attachment 1 Confidential, when viewed as a whole, could be used to derive otherwise confidential information. In other words, the core issue is whether making column (i) public would significantly simplify

the calculation or derivation of compensation information for individual Eversource employees. The answer is "yes". If column (i) were disclosed, one could easily derive individual compensation by dividing the allocated compensation expenses by the allocation percentage in column (i), revealing confidential salary information. Furthermore, because the data pertains to a single Department, it becomes much easier to identify specific individuals.

By treating column (i) separately from the rest of the attachment, ALLCO's argument misses the core concern underpinning the Company's request for confidentiality: disclosing seemingly non-confidential information can enable the derivation of confidential employee compensation details when combined with other available data.

III. Confidential Vendor Pricing Information

ALLCO contends that the Company has failed to adequately justify keeping the vendor's hourly rate and hosting fee confidential (ALLCO Objection at 2). According to ALLCO, the pricing information is not a trade secret because CL&P seeks to recover these costs from ratepayers (id.). ALLCO further argues that the Company's general claim that disclosure could impact future negotiations does not demonstrate that the information has independent economic value or was provided in confidence. (id.). ALLCO attempts to distinguish the Company's request from prior cases involving confidential vendor contracts by noting that CL&P treats this cost as an ordinary operating expense rather than a rate case expense. (id.). Thus, Allco contends that if ratepayers must bear the cost as a routine expense, they should have access to the price (id. at 2-3). Lastly, ALLCO argues that CL&P has not shown that confidentiality is warranted or that any need for confidentiality outweighs the public interest in disclosure (id. at 3).

The fundamental flaw in ALLCO's legal analysis, that any cost sought for recovery automatically renders all the associated documentation public, is discussed above and need not be repeated here. In addition to that fundamental flaw in reasoning, ALLCO's legal analysis of the confidentiality of the vendor pricing information fails for additional reasons.

ALLCO argues that vendor pricing information is not confidential because it does not qualify as a trade secret under Conn. Gen. Stat. § 1-210(b)(5)(A). Even assuming ALLCO is correct, which the Company does not concede, there are two separate categories under Conn. Gen. Stat. § 1-210(b)(5):

- § 1-210(b)(5)(A): trade secrets; and
- § 1-210(b)(5)(B) commercial or financial information given in confidence, not required by statute.

The vendor pricing information plainly qualifies under the second 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 vendor, Technology Concepts & Design, Inc. ("TCDI"), is providing redaction and e-discovery services to the Company for a fee. The second element of this standard is satisfied because this information is intended to remain private. The Connecticut Supreme Court has explained that the phrase "given in confidence" as used in § 1-210 (b)(5)(B) is based on context or inference, such as where there is an express or implied assurance of confidentiality, where the information is not available to the public from any other source, or where the information is such that it would not customarily be disclosed by the person who provided it. Allco Renewable Energy Ltd. v. Freedom of Info. Comm'n, 205 Conn. App. 144, 168 (2021). Given the commercial nature of TCDI's unit pricing information, and the circumstances in which the vendor provided its pricing to the Company, the circumstances support an inference that the unit pricing was given in confidence. Lastly, the information qualifies under this exemption because public disclosure is not required by statute. The Company is producing this information only in response to interrogatories issued by ALLCO in Docket No. 26-05-10, and not pursuant to a statutory mandate to disclose it.

ALLCO's conclusion that the public's interest in disclosure outweighs the necessity of protecting the vendor pricing information is also flawed. If vendors are put on notice that their unit prices will routinely become public in Connecticut, they may be less willing to offer their most competitive pricing to CL&P or may decline to do business with the Company altogether. That could reduce the pool of available vendors and impair the Company's ability to negotiate favorable rates for good and services – the costs of which are ultimately borne by customers. Thus, protecting the confidentiality of the vendor pricing serves the public interest by preserving the Company's ability to obtain goods and services at competitive prices.

IV. Rate Case Expense Attachments

ALLCO argues that the Company did not seek confidential treatment for the documents in ALLCO-027 in a timely manner and, as a result, those documents should be made public under the Procedural Order (ALLCO Objection at 3). ALLCO asserts that if the Company makes an untimely request for confidentiality, it plans to oppose such protection for the fee proposal, proposed not-to-exceed amount, estimated hours, hourly rates, and invoice details (id.). According to ALLCO, these details should be disclosed because the Company is seeking to recover approximately $1.875 million in Keegan Werlin fees and $3.1 million in rate case expenses from the public (id.). ALLCO contends that the public cannot meaningfully assess whether these expenses are reasonable without knowing what services and fees were proposed, what the Company agreed to pay, and what it was ultimately billed (id.).

There is nothing in the Procedural Order stating that an untimely motion for protective treatment automatically constitutes a waiver. Moreover, ALLCO's assertion is factually incorrect. The Company filed a **timely** motion to protect the information in the attachments to ALLCO-027 on September 25, 2026, docketed as Motion No. 67.

As stated in Motion No. 67, ALLCO-27 Attachments 1, 4, 5, and 7 CONFIDENTIAL contain the confidential and proprietary vendor pricing information of the Company's third-party vendors. Publicly disclosing vendor-specific unit pricing could discourage vendors from offering their most competitive rates to CL&P. If vendors expect their pricing to be routinely made public in Connecticut, they may be less willing to participate in the Company's procurement processes. This could reduce the pool of potential suppliers and weaken CL&P's ability to negotiate favorable terms. Since procurement costs are ultimately passed on to customers, preserving the confidentiality of vendor pricing serves the public interest by enabling CL&P to obtain goods and services at the best possible prices. Further, the Confidential Information provided in response to ALLCO-27 Attachments 1, 4, 5, and 7 CONFIDENTIAL qualifies as both a trade secret pursuant to Conn. Gen. Stat. § 1-210(b)(5)(A) and commercial and financial information given in confidence, not required by statute pursuant to Conn. Gen. Stat. § 1-210(b)(5)(B).

ALLCO-27 Attachment 1 and 7 CONFIDENTIAL include detailed pricing and terms proposed in response to a Request for Proposals, including specific hourly rates. This information constitutes both a trade secret under Conn. Gen. Stat. § 1-210(b)(5)(A) and commercial and financial information given in confidence, not required by statute pursuant to Conn. Gen. Stat. § 1-210(b)(5)(B).

The Confidential RFP responses include commercially sensitive and proprietary information submitted by bidders in response to the Company's RFPs. This information qualifies as a "trade secret" because the bidders' methods for structuring, compiling, and presenting their proposals possess independent economic and commercial value, and are not generally known or readily ascertainable by others who might derive economic benefit from their disclosure. Competitors could exploit the details in these responses, including vendor pricing, proposed terms, and other aspects of the proposals, to gain a competitive advantage.

Specifically, the proposed vendor pricing has independent economic value because it is not generally known or readily ascertainable by the Company's current or prospective vendors, competitors, or the general public. The Company also takes reasonable steps to maintain the confidentiality of this information, such as treating RFP responses and related evaluation materials as confidential and restricting their disclosure to individuals with a legitimate need for access.

The vendor bid prices also qualify as "commercial or financial information given in confidence" under Conn. Gen. Stat. § 1-210(b)(5)(B). First, this information is clearly commercial in nature, as it relates to the pricing and proposed terms for goods or services. See Black's Law Dictionary (12th ed. 2024) (defining "commercial" as "[o]f, relating to, or involving the selling of goods or services for profit"). Second, the information was provided and is maintained with the expectation of confidentiality, specifically that proprietary vendor pricing will not be publicly disclosed. Finally, disclosure of this information is not statutorily required. The Company is providing this information exclusively in response to interrogatories issued by ALCCO in this proceeding, and not pursuant to any statutory mandate for disclosure.

Lastly, ALLCO-27 Attachment 10 CONFIDENTIAL (Redacted for Privilege) includes redactions to legal service descriptions to protect information subject to the attorney-client privilege. As discussed in Motion No. 67, Connecticut law expressly recognizes that attorney billing records may contain privileged information. Conn. Gen. Stat. § 1-210(b)(10) exempts from mandatory disclosure "communications privileged by the attorney-client relationship." Connecticut courts also have made clear that this protection extends to portions of attorney invoices and billing records that reveal the specific nature of legal services performed, litigation strategy, legal research, or the client's motive in seeking legal representation. Bruno v. Bruno, No. FA0540049006S, 2009 WL 2451005, at *2 (Conn. Super. Ct. July 10, 2009) ("[C]orrespondence, bills, ledgers, statements, and time records which also reveal the motive of the client in seeking representation, litigation strategy, or the specific nature of the services provided, such as researching particular areas of law, fall within the privilege.").

As explained above, the Company is not seeking to protect *the amount* of its legal expenses from regulatory scrutiny. Rather, consistent with Connecticut law in Conn. Gen. Stat. § 1-210(b)(10), the last component of the Company's argument under Section IV of this comment seeks to protect from disclosure the narrative descriptions of counsel's legal work where those descriptions constitute attorney client privileged communications, revealing the nature and substance of legal services being provided to the Company. These descriptions can disclose, among other things, the particular legal issue being analyzed, the legal advice being sought, the subject of counsel's research, the Company's legal concerns, or the strategy being developed in response to a specific legal or regulatory matter. Disclosure of that privileged information would reveal precisely the type of information the attorney-client privilege is intended to protect. Accordingly, PURA should grant the Company's request to protect this privileged information.

V. Conclusion

The Company submits Motions for Protective Treatment to protect specific and substantial interests. PURA reviews each motion under applicable law, evaluating the information for which protection is sought and balancing the necessity of confidentiality and the public interest in disclosure. These motions are essential to safeguard confidential and commercially sensitive information and to prevent disclosures that could cause significant harm if made public.

To date, the Company has sought to protect sensitive third-party vendor pricing details and information that could facilitate fraud, theft, or other improper use if disclosed. The Company also asked PURA to protect the personal privacy interests of its employees and customers. Additionally, CL&P has sought protection for Critical Energy Infrastructure Information, recognizing that safeguarding such information is vital to public safety and the security of critical infrastructure.

The Company recognizes that parties have the right to review and, when appropriate, object to requests for protective treatment. However, it is troubling that ALLCO seems to object to every Motion for Protective Treatment, regardless of the information's nature or the grounds for

protection. This practice risks turning a focused process for evaluating confidential treatment into a succession of unnecessary collateral disputes unrelated to the protections at issue.

In summary, the Company's Motions are intended to protect legitimate business, financial, vendor, security, and public safety interests. These are serious matters, and the Company is confident that PURA will appropriately consider its good-faith efforts to safeguard sensitive information, including the information sought for protection in Motion Nos. 67 and 69.

Please contact me if there are any questions with respect to this filing.

Very truly yours,

S. Pardee

Sarah A. Pardee

cc: Service List