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**
	:	**SEPTEMBER 22, 2026**

MOTION OF ALLCO FINANCE LIMITED TO COMPEL ACCESS TO PROTECTED MATERIALS

I. INTRODUCTION AND RELIEF REQUESTED

Pursuant to the Authority's Rules of Practice and its Revised Procedural Order Regarding Protected Materials (September 17, 2026) (the "Procedural Order"), intervenor Allco Finance Limited ("Allco") moves to compel The Connecticut Light and Power Company d/b/a Eversource Energy ("CL&P" or the "Company") to provide Allco access, under Allco's executed protective agreement, to the materials for which the Company has claimed or received protected treatment in this docket. On September 9, 2026, Allco delivered to the Company's counsel an executed protective agreement, with executed reviewing-representative acknowledgments, together with a letter identifying the materials requested and asking the Company — if it declined access to anything — to say so by September 11 so that Allco could seek relief. Twelve days have passed. The Company has not produced a document, proposed an alternative undertaking, or responded at all. Allco requests an order directing production within five days, on an ongoing basis for the remainder of the proceeding, and an expedited ruling.

II. BACKGROUND

A. The request and the executed undertaking. By letter of September 9, 2026 to Attorneys Pace and Pardee (the "Access Letter," Exhibit A hereto, with its enclosures), Allco requested complete, unredacted confidential versions of: (1) the materials identified in the Company's September 4, 2026 Motion for Protective Treatment (OCC Sets 4-5, PURA Set 2) — OCC-276, Attachment 1; OCC-307, Attachments 1-52 (the internal audit reports); OCC-308, Attachment 1; OCC-346, Attachments 1-7; OCC-365, Attachments 14-16, 18, 19, 24, and 33; OCC-366, Attachments 2-3; OCC-376, Attachment 2; OCC-384, Attachment 1; OCC-391, Attachment 1; OCC-394, Attachment 2; and RRU-004, Attachment 1; (2) all confidential attachments to interrogatory responses previously filed, including the materials addressed in the

Company's earlier protective motions (OCC Set 2, EOE Sets 1-2, OCC Set 3), OCC-192, Attachment 1, and the materials associated with OCC-401; (3) all protected materials produced in response to Allco's own interrogatories as responses are served; and (4) on an ongoing basis, all materials filed or produced under a claim of protected treatment for the remainder of the proceeding. The letter enclosed a protective agreement executed by Allco with reviewing-representative acknowledgments executed by Thomas Melone, Allco's counsel of record (Juris No. 438879), and Michael Melone, General Counsel of Allco's U.S. affiliates; committed to the Company's own CEII handling practices as described at note 2 of its September 4 motion; and invited the Company, if it "contends any different form of undertaking is required," to "provide it and Allco will review it promptly."

B. The silence. The Access Letter asked for delivery within five business days and, if the Company declined access to any material, for a statement to that effect by September 11, 2026. The Company has neither produced anything, nor proposed any alternative undertaking, nor stated any objection, nor acknowledged receipt. Since the Access Letter was sent, the universe of protected material has only grown: the Company has filed additional protective motions (OCC Sets 7, 8, 10, 11, and 13, and Exhibit CLP-ADDITIONS-6, among others), has filed thousands of pages in confidential-only form without public redacted versions (including approximately 7,000 pages with its OCC-451 response and approximately 2,000 pages with OCC-547), and has answered six CLF-SC interrogatories by conditioning production of system data on execution of a bilateral non-disclosure agreement.

C. The Procedural Order. The Authority's Procedural Order governs the procedure for protective treatment and the categories of information that may be redacted before the Authority's review. It prescribes the showings for withholding material from the *public*. It does not authorize withholding protected materials from *parties*, does not prescribe any form of protective agreement as a precondition of party access, and does not permit the Company to sit silent when a party tenders undertakings and asks for access. In its September 17, 2026 revision the Authority rejected the Company's proposal for bulk confidential-only treatment, observing that "[s]heer volume is not a sufficient basis" for such treatment.

III. ARGUMENT

A. A party in a contested case is entitled to inspect the evidence. Under Conn. Gen. Stat. § 4-177c(a), a party in a contested case is entitled "to inspect and copy relevant and material records, papers and documents not in the possession of the party." The protected materials at issue are discovery responses and exhibits filed in this proceeding — the record on which the Company's rate request will be adjudicated. Protective treatment under the Procedural Order limits *public* disclosure; it is not a device for withholding the record from adverse parties. A confidentiality regime under which the Office of Consumer Counsel, the prosecutorial staff, and the Company itself may see the materials, but an intervenor tendering the same undertakings may not, is not protection of confidential information — it is asymmetric litigation advantage.

B. The Company's own practice concedes that undertaking-based access is the norm. The Company's September 4, 2026 motion describes CEII handling practices "in terms of 'recipients' of such materials" — contemplating that parties will receive them. And on September 18, 2026 — nine days after ignoring Allco's executed undertaking — the Company told CLF and Sierra Club that it "plans to supplement" six data responses "with production for all parties having executed a non-disclosure agreement with the Company." The Company thus recognizes agreement-based access when it chooses to; what it may not do is extend that path to some parties while ignoring an executed agreement from another for two weeks.

C. Silence is not an objection. The Access Letter invited the Company to propose any different form of undertaking, or to state any objection by September 11 so that Allco could seek relief. The Company chose to do neither. If the Company had a good-faith objection to the form of Allco's agreement or to any particular document, the time to state it was then. Silence in the face of a tendered undertaking, while the Company continues to file thousands of confidential-only pages, functions as a de facto denial of party access on no stated ground at all — and it should be treated as a waiver of any objection to the form of Allco's agreement.

D. Relevance redactions within confidential versions are unauthorized. The Company's September 4 motion states (¶ 16) that many of the 52 internal audit reports at OCC-307, Attachments 1-52, are "also redacted for relevance" — that is, redacted even in the confidential versions. The Procedural Order authorizes redaction of defined categories of protectable information from *public* versions; it nowhere authorizes a producing party to excise material from the confidential record on its own unilateral relevance judgment. Production to

reviewing representatives under the protective agreement should be complete and unredacted, as the Access Letter requested.

E. Expedition is warranted. The Authority's audit sessions are scheduled for October 13-15 and intervenor pre-filed testimony is due October 21. Allco's served discovery — including interrogatories directed to the subject matter of protected materials such as the Company's ROE witness workpapers (OCC-365, Attachments 18, 19, and 24) — cannot be used in testimony Allco cannot see. Every week of continued silence converts the Company's non-response into a testimony-window advantage. Allco conferred by the Access Letter itself; the Company's non-response is the reason this motion is necessary.

IV. RELIEF REQUESTED

Allco respectfully requests that the Authority: (1) order the Company, within five days, to provide Allco's reviewing representatives, by secure electronic delivery, complete and unredacted confidential versions of all materials for which protected treatment has been claimed or granted in this docket to date — including the materials identified in Sections II.A(1)-(3) above and all protected materials the subject of the Company's subsequent protective motions and confidential-only filings — together with any confidential attachments and native files; (2) order that protected materials filed or produced hereafter be provided to Allco's reviewing representatives on an ongoing basis within three business days of filing or production; (3) deem Allco's executed protective agreement operative, or, if the Authority prefers a uniform form, prescribe one and deem Allco's undertakings effective in the interim; (4) order that confidential versions provided to reviewing representatives be free of unilateral relevance redactions, including as to OCC-307, Attachments 1-52; and (5) rule on an expedited basis in view of the October 13-15 audit sessions and the October 21 intervenor testimony deadline.

ALLCO FINANCE LIMITED
/s/ Thomas Melone
Thomas Melone
Juris No. 438879
Allco Finance Limited
777 West Putnam Avenue, Suite 300
Greenwich, CT 06830
Phone: (212) 681-1120
Email: Thomas.Melone@AllcoUS.com

CERTIFICATION

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

/s/ Thomas Melone
Thomas Melone

EXHIBIT A

Docket No. 26-05-10 — Access of Allco Finance Limited to Protected Materials

Thomas Melone <thomas.melone@gmail.com> Wed, Sep 9, 2026 at 5:57 PM
To: "'vincent.pace@eversource.com' (vincent.pace@eversource.com)" <vincent.pace@eversource.com>, spardee@keeganwerlin.com

Dear Counsel:

Allco Finance Limited ("Allco"), an intervenor in the above-referenced proceeding, requests access to the materials for which The Connecticut Light and Power Company d/b/a Eversource Energy ("CL&P" or the "Company") has claimed or received protected treatment in this docket. The Authority's July 10, 2026 Procedural Order Regarding Protected Materials addresses the procedure and required showings for motions for protective orders and the categories of information that may be redacted prior to the Authority's review; it does not prescribe a form of protective agreement or otherwise condition intervenor access to protected materials. The Company's own filings, however, contemplate access by parties and intervenors under appropriate undertakings — including the CEII handling practices described at note 2 of the Company's September 4, 2026 motion, which are framed in terms of "recipients" of such materials. Accordingly, enclosed please find a protective agreement executed on behalf of Allco. Its undertakings are consistent with a party's right under Conn. Gen. Stat. § 4-177c(a) to inspect relevant materials in a contested case, and with the nondisclosure undertakings CL&P has itself proposed as the condition of intervenor access to its protected materials in Connecticut proceedings. See CL&P Proposed Protective Order, Conn. Siting Council Petition No. 980. If the Company contends any different form of undertaking is required, please provide it and Allco will review it promptly. Allco's reviewing representatives under the agreement are Thomas Melone, Chief Executive Officer and counsel of record for Allco (Juris No. 438879), and Michael Melone, General Counsel of Allco's U.S. affiliates, each of whom has executed the required acknowledgment.

Upon receipt of the executed agreement, please provide Allco, by secure electronic delivery, with complete, unredacted confidential versions of the following materials, together with any confidential attachments or native files associated with them:

1. The materials identified in the Company's September 4, 2026 Motion for Protective Treatment of Confidential Information (OCC Set 4, OCC Set 5, PURA Set 2), namely: OCC-276, Attachment 1; OCC-307, Attachments 1 through 52 (internal audit reports); OCC-308, Attachment 1; OCC-346, Attachments 1 through 7; OCC-365, Attachments 14, 15, 16, 18, 19, 24, and 33; OCC-366, Attachments 2 and 3; OCC-376, Attachment 2; OCC-384, Attachment 1; OCC-391, Attachment 1; OCC-394, Attachment 2; and RRU-004, Attachment 1;

2. All confidential attachments to interrogatory responses previously filed in this proceeding, including without limitation the materials identified in the Company's prior motions for protective treatment (addressing OCC Set 2, EOE Sets 1 and 2, and OCC Set 3), OCC-192, Attachment 1, and any confidential materials associated with OCC-401;

3. All confidential or protected materials produced in response to Allco's Interrogatory Sets One through Five (Q-ALLCO-001 through Q-ALLCO-058), as responses are served; and

4. On an ongoing basis, all materials filed or produced in this proceeding under a claim of protected treatment for the remainder of the proceeding, as contemplated by the Procedural Order.

With respect to any material the Company designates as Critical Energy Infrastructure Information, Allco's reviewing representatives will maintain such material in accordance with the handling practices described in the Company's September 4, 2026 motion (at n.2) and any further direction of the Authority.

For the avoidance of doubt, Allco's execution of the protective agreement and this request for access do not concede the propriety of any confidentiality designation, and Allco reserves all rights to challenge any such designation before the Authority. Allco likewise reserves its position with respect to redactions made to confidential-only documents on relevance grounds — including the relevance redactions to OCC-307, Attachments 1 through 52, described in paragraph 16 of the Company's September 4, 2026 motion — which are not authorized by the Procedural Order and are not a proper subject of protective treatment, which addresses public disclosure rather than disclosure among parties.

Please confirm receipt of the enclosed executed agreement and the timing of the Company's production of the materials identified above. Given the pendency of Allco's served discovery and the procedural schedule — including the October 21, 2026 deadline for intervenor pre-filed testimony — Allco requests delivery within five business days. If the Company declines to provide access to any of the materials identified above, please say so by September 11, 2026, so that Allco may seek appropriate relief from the Authority.

Thank you for your attention to this matter.

Very truly yours,
/s/ Thomas Melone
Thomas Melone
Juris No. 438879
Allco Finance Limited
Phone: (212) 681-1120
Email: Thomas.Melone@AllcoUS.com

Enclosure: Executed Protective Agreement (with reviewing-representative acknowledgments)

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2 attachments

Allco_Protective_Agreement_SignOn_Letter_26-05-10_1 tm.pdf
179K

Allco_Protective_Agreement_26-05-10_1 tm (MJM).pdf
930K

ALLCO FINANCE LIMITED

777 West Putnam Avenue, Suite 300
Greenwich, Connecticut 06830

September 9, 2026

Vincent P. Pace, Esq.
Eversource Energy
P.O. Box 270
Hartford, CT 06141-0270

Sarah A. Pardee, Esq.
Keegan Werlin LLP
1 Liberty Square, 3rd Floor
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 — Access of Allco Finance Limited to Protected Materials

Dear Counsel:

Allco Finance Limited ("Allco"), an intervenor in the above-referenced proceeding, requests access to the materials for which The Connecticut Light and Power Company d/b/a Eversource Energy ("CL&P" or the "Company") has claimed or received protected treatment in this docket. The Authority's July 10, 2026 Procedural Order Regarding Protected Materials addresses the procedure and required showings for motions for protective orders and the categories of information that may be redacted prior to the Authority's review; it does not prescribe a form of protective agreement or otherwise condition intervenor access to protected materials. The Company's own filings, however, contemplate access by parties and intervenors under appropriate undertakings — including the CEII handling practices described at note 2 of the Company's September 4, 2026 motion, which are framed in terms of "recipients" of such materials. Accordingly, enclosed please find a protective agreement executed on behalf of Allco. Its undertakings are consistent with a party's right under Conn. Gen. Stat. § 4-177c(a) to inspect relevant materials in a contested case, and with the nondisclosure undertakings CL&P has itself proposed as the condition of intervenor access to its protected materials in Connecticut proceedings. See CL&P Proposed Protective Order, Conn. Siting Council Petition No. 980. If the Company contends any different form of undertaking is required, please provide it and Allco will review it promptly. Allco's reviewing representatives under the agreement are Thomas Melone, Chief Executive Officer and counsel of record for Allco (Juris No. 438879), and Michael Melone, General Counsel of Allco's U.S. affiliates, each of whom has executed the required acknowledgment.

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discovery and the procedural schedule — including the October 21, 2026 deadline for intervenor pre-filed testimony — Allco requests delivery within five business days. If the Company declines to provide access to any of the materials identified above, please say so by September 11, 2026, so that Allco may seek appropriate relief from the Authority.

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Enclosure: Executed Protective Agreement (with reviewing-representative acknowledgments)

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**
	:	**SEPTEMBER 9, 2026**

PROTECTIVE AGREEMENT OF ALLCO FINANCE LIMITED CONCERNING PROTECTED MATERIALS

This Protective Agreement (the "Agreement") is entered into by Allco Finance Limited ("Allco"), an intervenor in the above-referenced proceeding, in connection with the Authority's July 10, 2026 Procedural Order Regarding Protected Materials (the "Procedural Order"), for the purpose of obtaining access to materials filed or produced in this proceeding under a claim of confidential or protected treatment, including materials designated as Critical Energy Infrastructure Information ("CEII") (collectively, "Protected Materials"). Allco, by its undersigned counsel of record, and each Reviewing Representative executing a certification in the form attached as Exhibit A, agree as follows:

1. *Scope.* "Protected Materials" means that portion of all documents, data, and information filed or produced in Docket No. 26-05-10 under a designation of confidential or protected treatment pursuant to the Procedural Order or a ruling of the Authority.

2. *Permitted use.* Protected Materials will be used solely for the purposes of Allco's participation in this proceeding, including preparing discovery, testimony, briefs, exceptions, argument, and any appeal from any order. Nothing in this Agreement, however, limits Allco's right to seek the same or similar materials through other lawful process in another forum, and materials independently obtained through such process are not subject to this Agreement.

3. *Reviewing Representatives.* The persons identified in Exhibit A, each of whom has executed the certification attached as Exhibit A, will have access to Protected Materials and any additional persons who execute such a certification and are identified to the Company in writing before being given access will have access to Protected Materials. Each Reviewing Representative is bound by the Procedural Order and this Agreement.

4. *Safeguarding.* Protected Materials will be maintained in a secure location under the control of the Reviewing Representatives, will not be copied or reproduced except as reasonably necessary for the permitted use, and will not be disclosed to any person other than a Reviewing

Representative, the Authority and its staff, and the Office of Consumer Counsel, except as authorized by the Procedural Order or a ruling of the Authority.

5. *CEII.* Materials designated as CEII will additionally be handled in accordance with the practices described in the Company's September 4, 2026 Motion for Protective Treatment at note 2: CEII will be discussed only with recipients of the identical CEII; CEII may inform advice provided to others but will not be disclosed to any person who is not an approved recipient of the same CEII; CEII will not be used for any illegal or non-legitimate purpose; and CEII will be maintained in a secure place with access limited to recipients of the identical material.

6. *Use in filings and hearings.* Any filing that quotes, summarizes, or discloses Protected Materials will be made in accordance with the Procedural Order, with a public redacted version and a confidential version filed under seal, and Protected Materials will be addressed at hearing in a manner consistent with the Procedural Order and the directions of the Authority.

7. *No concession; reservation of rights.* Execution of this Agreement does not concede that any material has been properly designated as confidential, protected, or CEII, and Allco reserves all rights to challenge any designation before the Authority. Allco further reserves its position with respect to redactions made to confidential-only documents on relevance or any other ground, which are not addressed by protective treatment and are not authorized by this Agreement.

8. *Conclusion of proceeding.* Within thirty days after the conclusion of this proceeding, including any appeals, the Reviewing Representatives will, at the Company's election, return or certify the destruction of Protected Materials in their possession, except that counsel may retain one archival copy of filings and work product as permitted by the Procedural Order, which remains subject to this Agreement.

9. *Enforcement.* Allco and each Reviewing Representative submit to the jurisdiction of the Authority for enforcement of this Agreement and the Procedural Order with respect to Protected Materials.

10. *Conformity.* The Procedural Order does not prescribe a form of protective agreement. This Agreement is intended to provide the Company and the Authority with the customary undertakings under which protected materials are made available to intervenors in the

Authority's proceedings, consistent with the Procedural Order and the rulings of the Authority in this docket. If the Company and Allco subsequently execute a mutually agreed form of protective agreement, or the Authority prescribes or orders a different form or different terms of access, that instrument or order controls.

ALLCO FINANCE LIMITED

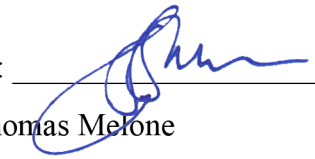
/s/ Thomas Melone

Thomas Melone
Juris No. 438879
Chief Executive Officer
Allco Finance Limited
777 West Putnam Avenue, Suite 300
Greenwich, CT 06830
Phone: (212) 681-1120
Email: Thomas.Melone@AllcoUS.com

EXHIBIT A

CERTIFICATION OF REVIEWING REPRESENTATIVE

I, Thomas Melone, Chief Executive Officer of Allco Finance Limited and counsel of record (Juris No. 438879), hereby certify that I have read the Authority's July 10, 2026 Procedural Order Regarding Protected Materials in Docket No. 26-05-10 and the foregoing Protective Agreement of Allco Finance Limited; that I will comply with both; that I will use Protected Materials, including any materials designated as Critical Energy Infrastructure Information, solely for purposes of participation in this proceeding; that I will not disclose Protected Materials to any person not authorized to receive them; and that I submit to the jurisdiction of the Authority for enforcement of these undertakings.

Signature: 

Name: Thomas Melone

Title: Chief Executive Officer of Allco Finance Limited and counsel of record (Juris No. 438879)

Business Address: 777 West Putnam Avenue, Suite 300, Greenwich, CT 06830

Date: 9/9/2026

— — —

EXHIBIT A

CERTIFICATION OF REVIEWING REPRESENTATIVE

I, Michael Melone, General Counsel and Vice President, Allco Renewable Energy Inc., hereby certify that I have read the Authority's July 10, 2026 Procedural Order Regarding Protected Materials in Docket No. 26-05-10 and the foregoing Protective Agreement of Allco Finance Limited; that I will comply with both; that I will use Protected Materials, including any materials designated as Critical Energy Infrastructure Information, solely for purposes of participation in this proceeding; that I will not disclose Protected Materials to any person not authorized to receive them; and that I submit to the jurisdiction of the Authority for enforcement of these undertakings.

Signature: 

Name: Michael Melone

Title: General Counsel and Vice President, Allco Renewable Energy

Business Address: 777 West Putnam Avenue, Suite 300, Greenwich, CT 06830

Date: 9/9/2026