Date Filed: November 02, 2026

Witness: Counsel
Request from: ALLCO

Question:

(Follow-up to OCC-894 — performance assurance "sacrifices" credited to the NBFMCC.) OCC-894 states that "[p]erformance assurance amounts which are forfeited under the terms of customer contracts or tariff agreements are listed as 'sacrifices' within itemized clean energy program costs submitted for recovery through the Non-Bypassable Federally Mandated Congestion Charge," and reports LREC/ZREC sacrifices of $714,166 (2021), $676,023 (2022), $820,564 (2023), $652,334 (2024) and $68,156 (2025), SCEF sacrifices of $40,000 (2023), $374,750 (2024) and $424,975 (2025), and NRES sacrifices of $3,400, $239,793 and $412,918 for 2023–2025. For each calendar year 2021 through 2026 (year to date) and each program, state in native format for every amount treated as a sacrifice: (a) the contract or tariff agreement identifier, the counterparty (which may be anonymized other than Allco and its affiliates), the date the amount was received, the date and amount of the forfeiture, the contract or tariff provision invoked, and the Company officer who approved the forfeiture; (b) whether the counterparty had, before the forfeiture, declared force majeure, requested an extension, invoked a dispute-resolution provision, or otherwise disputed the Company's right to the funds, and whether any forfeited amount has since been returned, credited, or is the subject of a pending claim; (c) the RAM docket, exhibit, and line in which the sacrifice was submitted for recovery and the amount by which it reduced the NBFMCC revenue requirement; (d) the FERC account in which the funds were held before forfeiture and the account to which they were transferred, and whether interest was accrued or credited at any point; (e) specifically, whether any amount received from Allco Finance Limited, Ecos Energy LLC, PLH Vineyard Sky LLC f/k/a PLH LLC, Windham Solar LLC, or any project-level affiliate — including the Performance Assurance of $367,169.88 posted under the October 21, 2020 REC contracts and the equal amount posted with the March 31, 2023 extension requests, the Development Period Security under the April 12, 2021 power purchase agreements, the Operating Period Security under the three agreements terminated March 31, 2023, the Development Period Security under the four agreements the Sellers terminated effective July 23, 2024, and the $225,000 of SCEF Year 6 bid deposits wired March 5, 2025 — has been treated as a sacrifice, recorded as program revenue, or submitted for recovery in any docket, and if so the year, docket, exhibit, and amount; (f) with respect to the statement that "[n]o amounts were returned to SCEF program customers" because Development Period Security "was applied toward and converted into the Operating Period Security," state how bid deposits for bids that were not selected — which Section 3.5 of the SCEF Program Manual requires the EDC to return — are recorded, how many such deposits were received and returned in each SCEF solicitation year, the aggregate amount of unselected-bid deposits held at year-end 2025 and at the most recent date available, and the reason any such deposit has been held more than 60 days after selection results; and (g) whether the

Company contends that a forfeiture it has credited to ratepayers through the NBFMCC must be reversed through the same mechanism if the counterparty prevails in a dispute over it, and how that contingency is reflected in the Company's accounts.

Response:

CL&P objects to this request. The requested information regarding performance assurance "sacrifices" credited to the NBFMCC is an improper effort by ALLCO to use this rate case proceeding to obtain discovery for purposes of a lawsuit that it filed against the Company on August 10, 2026, in the United States District Court for the District of Connecticut (Civil Action No. 3:26-cv-1277), outside of and in contravention of the rules of procedure that govern discovery in that lawsuit. In addition, this request seeks information that is not probative of any material issue presented by the Company's application in this proceeding, which PURA is conducting as a general distribution rate proceeding pursuant to Conn. Gen. Stat. § 16-19, to amend the Company's base-rate schedules. Absent such a connection, the requested information is not reasonably calculated to advance the evidentiary record upon which PURA must base its decision.

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. By statute, administrative agencies must exclude "irrelevant, immaterial or unduly repetitious evidence." Conn. Gen. Stat. § 4-178(1); see also Conn. Agencies Regs. § 16-1-38(a). Connecticut judicial precedent explains that 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). Discovery must advance the efficiency of the proceeding and provide the factual foundation upon which an agency decision may rely. Therefore, a party is required to produce discovery documents only if they are "material and necessary to [an] action." 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)); see also Conn. Gen. Stat. § 4-177c(a)(1) (permitting discovery of "relevant and material records, papers and documents[.]").

Additionally, discovery "does not afford an open invitation to delve into [CL&P's] affairs". J. Pub. Co. v. Hartford Courant Co., 261 Conn. 673, 681 (2002). Allco "must be able to demonstrate good faith as well as probable cause that the information sought is both material and necessary" to this rate case. Id. Practice Book § 13-2, which defines the scope of discovery, provides in relevant part that a party may only seek discovery of nonprivileged information that is "material to the subject matter involved in the pending action . . . ." "It is axiomatic that [e]vidence is admissible only to prove material facts, that is to say, those facts directly in issue or those probative of matters in issue; ***evidence offered to prove other facts is immaterial***." Salmon v. Dept. of Public Health & Addiction Services, 259 Conn. 288, 316 (2002) (internal quotation marks omitted; emphasis added.)

Further, discovery may not be used to conduct an unrestricted search for information. As the Connecticut Supreme Court has explained, a party "should not be allowed to indulge a hope that a thorough ransacking of any information and material which . . . [CL&P] may possess would turn up evidence helpful to [his] case". J. Pub. Co. v. Hartford Courant Co., 261 Conn. at 681. Similarly, "[i]nterrogatories should not be used to . . . permit a party to go on a fishing expedition." Mfr.'s Advert., Inc. v. Pancoast, 4 Conn. Cir. Ct. 668, 670 (1967) (internal quotation marks omitted).

Here, Allco's request seeks information on performance assurance "sacrifices" that has no relevance to PURA's evaluation of the Company's application, generally, or its proposed revenue requirement, specifically. Thus, the information requested in this interrogatory is not relevant or material to the Company's rate application as it does not advance the factual foundation upon which PURA's decision will rely. Office of Consumer Counsel v. Department of Public Utility Control, 44 Conn. Supp. 21, 26-27 (1994).[1] As the information is irrelevant and immaterial, this discovery must be excluded. See General Statutes § 4-178(1); see also Conn. Agencies Regs. § 16-1-38(a).

In addition, the statutory 350-day timeframe for issuing a final decision on the Company's application, coupled with and the volume of interrogatories issued, strongly weighs against devoting the parties' time and resources to discovery that does not advance the resolution of the Company's application. Requiring the Company to collect, review, and produce information that has not been shown to be material would impose unnecessary administrative burdens and divert resources from the issues PURA must resolve within the statutory timeframe. Accordingly, in the interest of the orderly and efficient conduct of this proceeding, Eversource respectfully requests that the objection be sustained.

[1] PURA has also previously ruled that interrogatories must pertain to the evidence and testimony submitted by a witness in the proceeding. See, Ruling on Motion No. 73, Docket No. 23-11-02, Application of Connecticut Natural Gas Corporation and The Southern Connecticut Gas Company to Amend Their Rate Schedules, April 3, 2024, citing, General Statutes § 4-177c(a)(2); Motion Ruling Nos. 15 and 17, Jan. 2, 2009, Docket No. 08-07-15, Petition of the Office of Consumer Counsel for Enforcement of Quality of Service Standards for The Southern New England Telephone Company d/b/a AT&T Connecticut.

Date Filed: November 02, 2026

Witness: Counsel
Request from: ALLCO

Question:

(Follow-up to ALLCO-114 — completed projects without a final accounting.) The response restates the Company's obligation under Section 1.2 of the Guidelines and Section 5.3.2 of the form Interconnection Agreement and answers none of subparts (a) through (d). Answer them: (a) for each calendar year 2017 through 2025, the number of interconnection projects first connected to the electric power system in that year for which no final accounting report had been issued as of September 30, 2026, and the aggregate amounts collected from the interconnecting customers for those projects, stated separately for construction deposits and for percentage overhead or CIAC components; (b) the aggregate amount of those collections the Company still holds and the account(s) in which it is recorded; (c) whether the Company contends that no refunds would be due on those projects if final accountings were performed, and the basis; and (d) each reason final accountings have not been performed, the person by title responsible for deciding whether and when they are performed, and the Company's plan and schedule for clearing the backlog. If the Company contends that it cannot answer subpart (a) because, as stated in ALLCO-103, final accounting "is not tracked or maintained in PowerClerk," identify the systems in which project completion dates and final accounting dates are recorded, and state the number of completed projects (from PowerClerk permission-to-operate records) and the number of final accounting reports issued (from the system in which they are prepared) for each year, which together answer the question.

Response:

CL&P objects to this request. The requested information regarding interconnection deposits and refunds is an improper effort by ALLCO to use this rate case proceeding to obtain discovery for purposes of a lawsuit that it filed against the Company on August 10, 2026, in the United States District Court for the District of Connecticut (Civil Action No. 3:26-cv-1277), outside of and in contravention of the rules of procedure that govern discovery in that lawsuit. In addition, this overly broad, unduly burdensome, and repetitive request seeks information that is not probative of any material issue presented by the Company′s application in this proceeding, which PURA is conducting as a general distribution rate proceeding pursuant to Conn. Gen. Stat. § 16-19, to amend the Company′s base-rate schedules. This discovery request seeks information on completed interconnection projects for which a final accounting has not been produced without establishing how that information bears on any disputed issue relevant to the Company′s application. Absent such a connection, the requested information is not reasonably calculated to advance the evidentiary record upon which PURA must base its decision.

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. By statute, administrative agencies must exclude "irrelevant, immaterial or unduly repetitious evidence." Conn. Gen. Stat. § 4-178(1); see also Conn. Agencies Regs. § 16-1-38(a). Connecticut judicial precedent explains that 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). Discovery must advance the efficiency of the proceeding and provide the factual foundation upon which an agency decision may rely. Therefore, a party is required to produce discovery documents only if they are "material and necessary to [an] action." 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)); see also Conn. Gen. Stat. § 4-177c(a)(1) (permitting discovery of "relevant and material records, papers and documents[.]").

Additionally, discovery "does not afford an open invitation to delve into [CL&P's] affairs". J. Pub. Co. v. Hartford Courant Co., 261 Conn. 673, 681 (2002). Allco "must be able to demonstrate good faith as well as probable cause that the information sought is both material and necessary" to this rate case. Id. Practice Book § 13-2, which defines the scope of discovery, provides in relevant part that a party may only seek discovery of nonprivileged information that is "material to the subject matter involved in the pending action . . . ." "It is axiomatic that [e]vidence is admissible only to prove material facts, that is to say, those facts directly in issue or those probative of matters in issue; ***evidence offered to prove other facts is immaterial***." Salmon v. Dept. of Public Health & Addiction Services, 259 Conn. 288, 316 (2002) (internal quotation marks omitted; emphasis added.)

Further, discovery may not be used to conduct an unrestricted search for information. As the Connecticut Supreme Court has explained, a party "should not be allowed to indulge a hope that a thorough ransacking of any information and material which . . . [CL&P] may possess would turn up evidence helpful to [his] case". J. Pub. Co. v. Hartford Courant Co., 261 Conn. at 681. Similarly, "[i]nterrogatories should not be used to . . . permit a party to go on a fishing expedition." Mfr.'s Advert., Inc. v. Pancoast, 4 Conn. Cir. Ct. 668, 670 (1967) (internal quotation marks omitted).

Here, Allco's request seeks information on interconnection project final accountings that has no relevance to PURA's evaluation of the Company's application, generally, or its proposed revenue requirement, specifically. Thus, the information requested in this interrogatory is not relevant or material to the Company's rate application as it does not advance the factual foundation upon which PURA's decision will rely. Office of Consumer Counsel v. Department of Public Utility

Control, 44 Conn. Supp. 21, 26-27 (1994).[1] As the information is irrelevant and immaterial, this discovery must be excluded. See General Statutes § 4-178(1); see also Conn. Agencies Regs. § 16-1-38(a).

In addition, the statutory 350-day timeframe for issuing a final decision on the Company's application, coupled with and the volume of interrogatories issued, strongly weighs against devoting the parties' time and resources to discovery that does not advance the resolution of the Company's application. Requiring the Company to collect, review, and produce information that has not been shown to be material would impose unnecessary administrative burdens and divert resources from the issues PURA must resolve within the statutory timeframe. Accordingly, in the interest of the orderly and efficient conduct of this proceeding, Eversource respectfully requests that the objection be sustained.

[1] PURA has also previously ruled that interrogatories must pertain to the evidence and testimony submitted by a witness in the proceeding. See, Ruling on Motion No. 73, Docket No. 23-11-02, Application of Connecticut Natural Gas Corporation and The Southern Connecticut Gas Company to Amend Their Rate Schedules, April 3, 2024, citing, General Statutes § 4-177c(a)(2); Motion Ruling Nos. 15 and 17, Jan. 2, 2009, Docket No. 08-07-15, Petition of the Office of Consumer Counsel for Enforcement of Quality of Service Standards for The Southern New England Telephone Company d/b/a AT&T Connecticut.

Date Filed: November 05, 2026

Witness: Lavelle A. Freeman, Juan F. Martinez, and Steven C. Osuch
Request from: ALLCO

Question:

(Follow-up to ALLCO-131 — substations at or above the 20 MW DER threshold and rate base treatment of customer-funded upgrades.) Subpart (a) asked the Company to identify each substation at which DER online plus DER in queue equals or exceeds 20 MW; the response refers to the public Hosting Capacity Map and queue reports. Subpart (c) asked whether study fees, deposits, or upgrade payments collected from interconnection customers are credited against the cost of related investments before those investments are added to rate base; the response states that developers bear interconnection costs, which is not an answer. State: (a) in native format, from the Company's own records rather than by reference to a map, each bulk and distribution substation at which DER online plus DER in queue equaled or exceeded 20 MW as of December 31, 2025 and as of the most recent date available, with DER online (MW), DER in queue (MW), the number and aggregate MW of pending applications, and the number of pending applications over 1 MW; (b) for each such substation, each project in the Application, the Targeted System Performance plan, the SHARE proposal, or the 2026 capital plan (CLP-ADDITIONS-4 Supplemental) that would increase hosting capacity, relieve a thermal or voltage constraint, or replace a transformer at that substation, with its estimated cost and proposed rate treatment; (c) yes or no, whether amounts collected from interconnection customers for upgrades at any such substation are credited against the gross cost of the related plant before it is included in rate base, and if yes, identify the CIAC-funded plant placed in service in 2023, 2024, 2025 and 2026 at each such substation and the CIAC offset recorded for each; and (d) whether any plant whose cost was recovered in whole or part from an interconnection customer is included in the Test Year, Test Year Pro Forma, or Rate Year rate base at gross cost pending "final project billing and reconciliation" (ALLCO-002), and the amount.

Response:

a. The Company does not keep track of a DER queue with historical snapshots in a time series database, which would be required to answer this subpart. Queues are assessed when projects are studied, in which a project is identified as a pass or fail, or otherwise as snapshots in time and published publicly periodically at: https://www.eversource.com/docs/default-source/builders-contractors/ct-der-queue.csv.

b. The projects proposed in CLP-TSP-3 are in various stages of development, none of which have full engineering development of solutions. As such the information requested cannot be made available. Grid-needs projects are not guaranteed to DER developers until such time as they

are placed in service as project timelines and/or scope may be modified based upon the operational needs of the Company and ratepayers.

c. As identified in subpart (b), specific solutions for these projects have not yet been determined. Accordingly, the Company cannot evaluate whether any project would incorporate facilities for which CIAC has previously been received. However, any distribution system upgrades funded through CIAC would be expected to be completed prior to the implementation of a subsequent project requiring those facilities. As a result, any future solution identified for the projects listed in subpart (b) would assume that such upgrades are already in service and available to support the system. Therefore, the scope and gross cost of any future solution would not be affected by prior CIAC-funded upgrades, and the Company is not aware of any shared project scope that would give rise to a CIAC credit against the gross plant cost of the projects identified in subpart (b).

Date Filed: November 02, 2026

Witness: Brendan J. O'Brien and Garrett J. Murray
Request from: ALLCO

Question:

(Follow-up to ALLCO-123 — the § 16-243p(b) advice.) The response states that the legal advice on which ALLCO-034(d) relies "was given during the process of responding to this request" and that "[n]o separate legal document was prepared." State: (a) the firm and title of the attorney who gave the advice, the date, and the Company personnel to whom it was given; (b) whether the Company intends to rely on that advice, in whole or in part, to support recovery of confidentiality-designation and redaction costs, and if so whether it will produce it; (c) in the Company's own words and without reference to counsel — the question ALLCO-123(d) asked and the response did not address — each reason the Company contends that redaction and confidentiality-designation work performed for filings and discovery responses in this proceeding is not a "direct or indirect cost[] associated with its … participation in" the proceeding under § 16-243p(b); whether fees paid or payable to Keegan Werlin LLP or TCDI for that work are "attorneys' fees" or "fees to engage … consultants"; and whether the time of internal counsel and project-management staff devoted to it is "the portion of employee salaries associated with such … participation"; (d) the amount of redaction and confidentiality-designation cost included in the Test Year, Test Year Pro Forma, or Rate Year cost of service or in any deferral, with the schedule and line; and (e) each other category of cost of this proceeding the Company contends is recoverable because it is "incurred to comply with legal obligations," with the amount and schedule reference (ALLCO-123(e), unanswered).

Response:
The Company's response to ALLCO-123[i] provided sufficient information to be responsive to Allco's inquiry.

Prior Referenced Response:

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[i] ALLCO-123 Question

(ALLCO-034(d) — the legal advice on § 16-243p(b).) The Company's response to ALLCO-034(d) states that it "has been advised by legal counsel that the confidentiality-designation and redaction work does not fall within any of the enumerated classes or categories of costs that are ineligible for recovery through rates under Conn. Gen. Stat. § 16-243p(b)" because the work is "incurred to comply with legal obligations governing disclosure of public records and confidential information." (a) Identify the counsel (firm and individual) who gave that advice, the date(s) on which it was given, and whether it was given orally or in writing. Produce each opinion, memorandum, letter, e-mail, or other document containing or reflecting the advice. (c) If the Company withholds any such document on a claim of privilege, identify for each its date, author, recipients, subject matter, and the privilege claimed, and state whether the Company

intends to rely on the advice of counsel, in whole or in part, to support recovery of any cost in this proceeding. (d) State, in the Company's own words and with reference to the text of § 16-243p(b), each reason the Company contends that confidentiality-designation and redaction work performed for filings and discovery responses in this proceeding is not a "direct or indirect cost[] associated with its … participation in" this rate proceeding; whether fees paid or payable to Keegan Werlin LLP for that work are "attorneys' fees" within the statute; and whether the time of the Company's internal legal counsel and project-management staff devoted to that work is "the portion of employee salaries associated with such participation." (e) Identify every other category of cost of this proceeding that the Company contends is recoverable on the rationale that it is "incurred to comply with legal obligations," stating for each the amount and the revenue-requirement schedule and line in which it appears.

ALLCO-123 Response

CL&P objects to this request on the ground that it seeks information protected by the attorney-client and attorney work product privileges.

CL&P further objects to this request on the ground that it calls for a legal conclusion.

Without waiving said objections, the legal advice in the Company's response to ALLCO-034i subpart (d) was given during the process of responding to this request. No separate legal document was prepared for the purpose of responding to this subpart.

Date Filed: November 02, 2026

Witness: Warren R. Boutin, Brendan J. O'Brien, Leanne M. Landry, Garrett J. Murray and Jeffrey D. Turano
Request from: ALLCO

Question:

(Follow-up to ALLCO-124 — the Keegan Werlin redaction engagement.) The response answers subpart (a) by reference to ALLCO-027, which concerns the rate case engagement, not the "high-volume redaction and confidentiality-designation services" for which the Company said in ALLCO-034(b), that Keegan Werlin "was only recently engaged." State: (a) the date of that engagement, whether it is a separate engagement or an expansion of the rate case engagement, the hourly rates or other basis of compensation, any budget, estimate, or not-to-exceed amount, and the Company personnel who approved it, and produce the engagement letter, statement of work, or e-mail by which it was made; (b) the hours recorded by Keegan Werlin on redaction and confidentiality-designation work through September 30, 2026 and through the most recent date available, whether or not invoiced; (c) TCDI's total billings through the most recent date available and the Company's current estimate of total TCDI cost for the proceeding; (d) for each month since the Application was filed, by title, the hours and loaded cost of internal legal, project-management, and regulatory personnel devoted to redaction and confidentiality-designation work, using time records where they exist and a documented estimate stating its basis where they do not; and (e) the account(s) to which each amount has been charged and whether any amount has been deferred.

Response:

The Company objects to this request as this question has been asked and answered. The Company has provided responsive answers in ALLCO-034[i], and ALLCO-124[ii], and already committed to supplement its response with additional information, as necessary, once it becomes available. Allco's request is cumulative and does not advance the development of the evidentiary record. Conn. Gen. Stat. § 4-178(1) (administrative agencies must exclude "irrelevant, immaterial or unduly repetitious evidence). Accordingly, in the interest of the orderly and efficient conduct of this proceeding, Eversource respectfully requests that this objection be sustained.

Prior Referenced Responses:

[i] ALLCO-034 Question:

The Company's September 1, 2026 "Redacted Bulk Material" filing describes the preparation of public, redacted versions of Exhibit CLP-STORM-ACCT-2(A) as "a manual, labor-intensive process involving a cross-functional team

of external vendors and Company personnel." With respect to all redaction and confidentiality-designation work performed in connection with this proceeding (including the storm invoice compilations and all other exhibits and discovery responses): (a) identify each external vendor engaged and each category of Company or ESC personnel involved (by title); (b) state the costs incurred to date and the estimated total cost, separately for vendor fees and for the allocated time of Company/ESC personnel; (c) identify the account(s) to which such costs have been or will be charged, and state whether any portion is included in, or will be sought for recovery through, the Test Year or Rate Year revenue requirement, rate case expense, or any deferral; and (d) if any such recovery is or will be sought, state the Company's legal basis for recovering such costs from ratepayers notwithstanding Conn. Gen. Stat. § 16-243p(b).

[i] ALLCO-034 Response:

(a) The Company has engaged the Technology Concepts and Design Inc. ("TCDI") Military Spouse Managed Review program and Keegan Werlin LLP to assist with redaction and confidentiality-designation work due to the volume of documentation. Additionally, the Company's internal legal counsel and project management staff are performing redaction and confidentiality-designation work.

(b) The Company does not separately track time for redaction and confidentiality designation work performed by internal resources. Keegan Werlin LLP was only recently engaged to perform high-volume redaction and confidentiality-designation services and, accordingly, has not yet invoiced the Company for those services. The Company will supplement this response with the requested information for Keegan Werlin LLP once it becomes available. TCDI has billed the Company a total of $26,990.40 for redaction work through the end of August 2026. The invoices for the TCDI work are provided as Attachment ALLCO-034, Attachment 1 CONFIDENTIAL. TCDI estimates the costs for additional redaction work in September of $5,000 or less. The Company will supplement this response with additional information, as necessary, once it becomes available.

(c) The Company is tracking the costs associated with the redaction and confidentiality-designation work and plans to seek recovery for these costs in this proceeding.

(d) The Company has been advised by legal counsel that the confidentiality-designation and redaction work does not fall within any of the enumerated classes or categories of costs that are ineligible for recovery through rates under Conn. Gen. Stat. § 16-243p(b). The Company has been further advised that the costs to perform the confidentiality-designation and redaction work are incurred to comply with legal obligations governing disclosure of public records and confidential information.

[ii] ALLCO-124 Question:

(ALLCO-034(b) — supplementation.) The Company's response to ALLCO-034(b) states that Keegan Werlin LLP "has not yet invoiced the Company" for redaction and confidentiality-designation services, that the Company "does not separately track" the time of internal resources on that work, and that the response "will be supplemented." (a) State the date of Keegan Werlin LLP's engagement for that work, the hourly rates or other basis of compensation, any budget or estimate, the hours recorded through September 30, 2026, and the amount invoiced or accrued through that date; and produce the engagement letter or other document defining the scope of the engagement. (b) State TCDI's total billings through September 30, 2026, and the Company's current estimate of total TCDI cost for this proceeding. For each month since the Application was filed, state, by title, the hours and loaded cost of the Company's and ESC's internal legal counsel, project-management, regulatory, and other personnel devoted to confidentiality-designation and redaction work, using time records where they exist and, where they do not, a documented estimate stating its basis. (d) Identify the account(s) to which each amount in (a) through (c) has been charged and whether any amount has been deferred as a regulatory asset. (e) State the date by which the Company will serve the supplementation it has promised.

ALLCO-124 Response:

a. Please refer to the Company's response to ALLCO-027[i] and the attachments thereto.

b. – c. Please refer to the Company's response to ALLCO-034[ii] subpart b. The Company provided TCDI invoices through the end of August 2026 and TCDI's estimate of costs for additional redaction work in September of 2026. The Company provides as ALLCO-127, CONFIDENTIAL Attachment 1, TCDI's September 2026 invoice. Also, as stated in ALLCO-034, subpart b, "The Company does not separately track time for redaction and confidentiality designation work performed by internal resources." Please also refer to the Company's response to ALLCO-079[iii].

d. Please refer to the Company's response to ALLCO-076[iv].

e. Supplementation of invoices is dependent upon the Company's receipt of invoices from third parties. The Company cannot speculate as to when it will receive this documentation.

Date Filed: November 02, 2026

Witness: Counsel
Request from: ALLCO

Question:

(Follow-up to ALLCO-109 — Burns & McDonnell charges to interconnection work orders.) The response states that Burns & McDonnell "employees charge their time to individual work orders" and that "[t]he charges are applied against the customer payments," and that its costs are not recovered through the $1.257 million program administration cost identified in ALLCO-010. State: (a) for each calendar year 2020 through 2025, the total Burns & McDonnell charges applied to distributed-generation interconnection work orders, the number of work orders so charged, the hourly rates charged by labor category, and any markup, fee, or multiplier applied; (b) whether any portion of Burns & McDonnell's cost is also included in the pools from which the ZGS, ZAS/AS&E, ZNP, or any other loader described in ALLCO-102, Attachment 1, is derived, and if so how double recovery from a customer-funded work order is prevented; (c) whether the customer is informed, in the estimate, the Interconnection Agreement, or the final accounting report, that contractor project-management time will be charged to the work order in addition to the percentage overhead, and where; (d) the agreement(s) under which Burns & McDonnell performs the functions described, including statements of work and rate schedules, which ALLCO-109 asked the Company to produce and which it did not; and (e) the Burns & McDonnell charges applied to each work order associated with the Fisk, Plainfield, Voluntown 1240, and Bilton clusters and to INT-60394, INT-90809 and INT-90811, by year. If the Company maintains its objection to subpart (e), answer subparts (a) through (d) as to all customers.

Response:

CL&P objects to this request on the ground that it is an improper effort by ALLCO to use this rate case proceeding to obtain discovery for purposes of a lawsuit that it filed against the Company on August 10, 2026, in the United States District Court for the District of Connecticut (Civil Action No. 3:26-cv-1277), outside of and in contravention of the rules of procedure that govern discovery in that lawsuit.

CL&P further objects to this request on the ground that it is not within the scope of the proceeding to review the Company's application to amend its existing rates schedules because the interrogatory either seeks information specific to Allco projects or seeks information that Allco views as relevant to its specific projects.

Date Filed: November 02, 2026

Witness: Warren R. Boutin, Brendan J. O'Brien and Garrett J. Murray
Request from: ALLCO

Question:

(Follow-up to ALLCO-115(c) — uniformity of overhead percentages.) Subpart (c) asked whether estimated overhead percentages were applied uniformly to all applicants in each year, and if not, to describe each circumstance in which a different percentage or a waiver was applied and who approved it; the response refers to ALLCO-102 and ALLCO-003, neither of which answers it. State, for each calendar year 2017 through 2026: (a) the percentage overhead or CIAC rate stated in the Interconnection Agreements and cost estimates issued that year (if more than one, each rate and the number of agreements at each); (b) each instance in which a rate other than the standard rate, a waiver, or a cap was applied, the applicant (anonymized), the rate applied, the reason, and the approver by title; and (c) the basis on which the Company's December 2024 Final Accounting Reports for the Fisk, Plainfield, Voluntown 1240, and Bilton clusters reported CIAC of 12.00, 9.97, 10.19 and 11.00 percent and the Interconnection Agreement for INT-60394 states "CIAC - 16%," and whether those rates are the rates in (a) for the years in which those agreements and estimates issued.

Response:

CL&P objects to this request. The requested information regarding ALLCO-specific projects, as well as the overly broad, unduly burdensome, and repetitive request seeking information on overhead percentages is an improper effort by ALLCO to use this rate case proceeding to obtain discovery for purposes of a lawsuit that it filed against the Company on August 10, 2026, in the United States District Court for the District of Connecticut (Civil Action No. 3:26-cv-1277), outside of and in contravention of the rules of procedure that govern discovery in that lawsuit. In addition, this request has been previously asked and answered by the Company (see Exhs. ALLCO-003, ALLCO-102, and ALLCO-115).

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. By statute, administrative agencies must exclude "irrelevant, immaterial or unduly repetitious evidence." Conn. Gen. Stat. § 4-178(1); see also Conn. Agencies Regs. § 16-1-38(a). Connecticut judicial precedent explains that 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). Discovery must advance the efficiency of the proceeding and provide the factual foundation upon which an agency decision may rely. Therefore, a party is required to

produce discovery documents only if they are "material and necessary to [an] action." 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)); see also Conn. Gen. Stat. § 4-177c(a)(1) (permitting discovery of "relevant and material records, papers and documents[.]").

Additionally, discovery "does not afford an open invitation to delve into [CL&P's] affairs". J. Pub. Co. v. Hartford Courant Co., 261 Conn. 673, 681 (2002). Allco "must be able to demonstrate good faith as well as probable cause that the information sought is both material and necessary" to this rate case. Id. Practice Book § 13-2, which defines the scope of discovery, provides in relevant part that a party may only seek discovery of nonprivileged information that is "material to the subject matter involved in the pending action . . . ." "It is axiomatic that [e]vidence is admissible only to prove material facts, that is to say, those facts directly in issue or those probative of matters in issue; ***evidence offered to prove other facts is immaterial***." Salmon v. Dept. of Public Health & Addiction Services, 259 Conn. 288, 316 (2002) (internal quotation marks omitted; emphasis added.)

Further, discovery may not be used to conduct an unrestricted search for information. As the Connecticut Supreme Court has explained, a party "should not be allowed to indulge a hope that a thorough ransacking of any information and material which . . . [CL&P] may possess would turn up evidence helpful to [his] case". J. Pub. Co. v. Hartford Courant Co., 261 Conn. at 681. Similarly, "[i]nterrogatories should not be used to . . . permit a party to go on a fishing expedition." Mfr.'s Advert., Inc. v. Pancoast, 4 Conn. Cir. Ct. 668, 670 (1967) (internal quotation marks omitted).

Here, ALLCO seeks information that has already been requested in substantially similar form and serves no legitimate purpose other than to repeat discovery previously sought. Accordingly, Allco's request is unnecessarily repetitive and imposes an undue burden on the Company.

In addition, the statutory 350-day timeframe for issuing a final decision on the Company's application, coupled with the volume of interrogatories issued, strongly weighs against devoting the time and resources of the parties and PURA to discovery that does not advance the resolution of this proceeding. Accordingly, in the interest of the orderly and efficient conduct of this proceeding, Eversource respectfully requests that this objection be sustained.

Date Filed: November 02, 2026

Witness: Ann Bulkley
Request from: ALLCO

Question:

(Follow-up to ALLCO-100 — the Company's own traded securities.) Subpart (c) asked the Company to confirm that it does not dispute the accuracy of publicly available market prices and yields for its traded preferred series; the response states that the Company "will review … and if it can, will confirm the accuracy of that data at the appropriate time." The appropriate time is now. State: (a) whether the Company disputes that the $3.24 Series G preferred (CNLPL) closed at $51.82 on October 16, 2026, for a current yield of 6.25 percent, and if it does, the price and yield it contends are correct and the source; (b) whether Ms. Bulkley or the Company contends that the investor-required return on the Company's common equity exceeds the yield at which investors hold the Company's own cumulative preferred stock by approximately 400 basis points, and each reason the difference is justified by the difference in risk between those two securities of the same issuer; and (c) the yield to maturity on each series of the Company's outstanding first mortgage bonds as of the date of Ms. Bulkley's analysis and as of the date of the response, and the source.

Response:

a. Confirmed based on data from Yahoo!Finance.

b. Please refer to Exhibit CLP-ROE-2 for a summary of the results of the cost of equity estimation models used by Ms. Bulkley to estimate the investor required return on common equity based on market data for a proxy group of companies that are reasonably comparable to CL&P. As discussed in her testimony at Exhibit CLP-ROE-1, at page 71, Ms. Bulkley considered the results of these analyses, as well as the Company's business and financial risks as compared with the proxy group. Based on that analysis, in aggregate, she concluded that the Company's requested ROE of 10.25 percent was reasonable. Ms. Bulkley has not conducted any analysis of the incremental return requirements of any individual risk factor in making this conclusion.

   Preferred equity does not have the same risk characteristics as common equity and therefore was not considered in estimating the cost of equity. Please refer to the response in OCC-756[i].

c. Ms. Bulkley has not conducted this analysis in estimating the cost of equity but believes the data requested is publicly available.

Prior Referenced Response

[i] OCC-756 Question:

(Capital Structure) Referring to page 68, of Exhibit CLP-ROE-1. Is preferred stock more costly compared to common equity?

OCC-756 Response:

No. Preferred stock is not more costly than common equity. Preferred stock and common equity are distinct forms of permanent capital with fundamentally different contractual rights, priorities, and risk profiles. Consistent with fundamental finance principles, investors require returns commensurate with the risks they bear. Because preferred shareholders have greater protections and a higher claim on earnings and assets than common shareholders, preferred stock is generally less risky and therefore commands a lower required return than common equity.

The Company's three forms of permanent capital occupy different positions within the capital structure and are compensated accordingly:

- Long-term debt warrants the lowest return because debt holders possess contractual rights to interest and principal payments and maintain the most senior claim on utility assets.
- Preferred stock warrants an intermediate return because it combines certain debt-like and equity-like characteristics. Preferred shareholders rank behind debtholders but ahead of common shareholders and generally receive a stated dividend preference.
- Common equity warrants the highest return because common shareholders bear the residual financial risk of the utility, have the most junior claim on earnings and assets, and provide capital that remains at risk for an indefinite period.

This relationship is reflected in the characteristics summarized in Table 1, below. Relative to common equity, preferred stock benefits from a dividend preference, priority over common shareholders in liquidation, more limited return variability, and lower investor risk. These attributes support a lower required return than common equity.

Table 1

Characteristic	**Company Long-Term Debt**	**Company Preferred Stock**	**Company Common Equity**
Nature of Investment	Borrowed capital represented by First Mortgage Bonds	Equity security with a stated dividend preference	Residual ownership interest in CL&P
Priority in Bankruptcy	Senior claim on assets	Senior to common equity; subordinate to debt	Residual claim on assets
Voting Rights	None	Generally limited or none	Ownership and voting

Payment Obligation	Contractual interest and principal payments	Stated dividend rate; generally not a contractual obligation. **Cumulative dividends owed must be paid before any common dividends**	No fixed payment obligation; returns depend on earnings and authorized ROE
Financial Distress Consequences	Failure to satisfy payment obligations may constitute default	Dividend deferrals generally do not constitute default	Suspension of dividends does not constitute default
Risk to Investors	Lowest	Moderate	Highest
Expected Return	Lowest	Intermediate	Highest
Return Potential	Limited to contractual interest payments	Generally limited to stated dividend payments	Unlimited residual downside and upside
Rating Agency Treatment	100% Debt	50% Debt	0% Debt

However, the fact that preferred stock generally has a lower cost than common equity does not imply that a utility should maximize its use of preferred stock. The objective is not to minimize the cost of any single source of capital. Rather, the objective is to maintain a reasonable and balanced capital structure that supports financial flexibility, credit quality and continued access to capital markets.

Common equity remains the strongest form of permanent capital because it fully absorbs the residual risks of the business and provides the greatest financial flexibility. Consequently, utilities generally maintain preferred stock, if any, as a relatively limited component of their overall capitalization and rely primarily on common equity as their principal source of permanent risk-bearing capital.

Therefore, while preferred stock is generally less costly than common equity, increasing the proportion of preferred stock beyond normal, reasonable levels would not necessarily reduce the Company's overall cost of capital and could diminish the financial flexibility and risk-bearing capacity that common equity provides. For that reason, a balanced capital structure, rather than maximizing any single source of financing, best serves both the Company and its customers.

Date Filed: November 04, 2026

Witness: Donald J. Scacco Jr., Digaunto Chatterjee, Douglas P. Horton, Leanne M. Landry and Jeffrey D. Turano
Request from: ALLCO

Question:

(Follow-up to ALLCO-099 ― capital plans for 2027 and 2028.) The response states that the Company "is currently engaged in its 2027 Annual Planning Process" and produces no project-level plan beyond 2026. State: (a) the multi-year capital expenditure forecast for the Company that Eversource Energy has disclosed to investors in its most recent Annual Report on Form 10-K and in investor presentations since January 1, 2026, by year and by category (distribution, transmission, AMI, other), and produce the internal schedule from which those disclosed figures were drawn; (b) a reconciliation of that forecast, for 2026 through 2028, to the forecasted plant additions on Schedule B-2.2 and to the Rate Year and subsequent-year additions underlying the proposed multi-year rate plan; (c) the date on which the 2027 Annual Planning Process will produce a project-level plan and the Company's commitment to produce it in this docket upon completion; and (d) the five largest projects by projected spend in each of 2027 and 2028 as currently identified in that process, with projected spend and status.

Response:

a. The multi-year capital expenditure forecast has been provided as part of Exhibit CLP-TSP-3 page 41 and is shown below in Table 1. As noted, the Company is currently engaged in the annual planning process, which involves updating the capital expenditure forecasts for all entities. As it relates to CL&P, the Company is intending to align the projected capital expenditures with the levels and priorities identified in the Targeted System Plan (TSP), pending the outcome of this proceeding. Please refer to ALLCO-215, Attachment 1 CONFIDENTIAL, for the Company's forecast underlying Eversource's February 2026 10K filing.

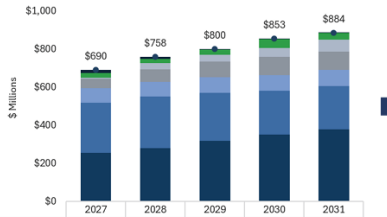
Table 1

Targeted System Performance Plan
Financial and Engineering Categories

EVERSOURCE

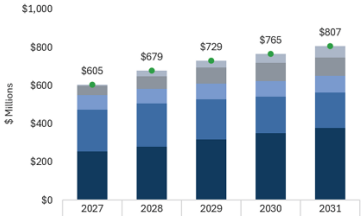
The Engineering capital plan is a subset of total capital plan spending -
it does not include Information Technology, Facilities and certain Basic Business items

Targeted System Performance - Total Investment



	2027	2028	2029	2030	2031
Information Technology	$18	$10	$5	$1	$1
Facilities	$23	$24	$25	$47	$36
Regulatory Commitments-ED	$6	$31	$36	$46	$61
Peak Load / Capacity-ED	$50	$67	$84	$96	$96
New Customer-ED	$75	$77	$80	$82	$86
Basic Business-ED	$264	$269	$252	$231	$226
Reliability-ED	$254	$280	$319	$350	$378
Total	$690	$758	$800	$853	$884

Targeted System Performance - Engineering Component



	2027	2028	2029	2030	2031
Regulatory Commitments-ED	$6	$31	$36	$46	$61
Peak Load / Capacity-ED	$50	$67	$84	$96	$96
New Customer-ED	$75	$77	$80	$82	$86
Basic Business-ED	$220	$225	$211	$191	$187
Reliability-ED	$254	$280	$319	$350	$378
Total	$605	$679	$729	$765	$807

b. Capital Expenditure amounts presented within the annual reports and Plant Additions noted within Schedule B-2.2 represent two different ways of viewing the same underlying investment. The Company develops its forecast of plant additions using its capital investment plans, project schedules, anticipated in-service dates when possible, and historical experience. However, actual in-service dates may differ from forecasted in-service dates (where available) due to changes in project scope, construction sequencing, permitting, material availability, operational considerations, weather, or other factors. Consequently, the timing of annual plant additions may differ from the timing of annual capital expenditures. While such timing differences may occur in any given year, over a multi-year period it is reasonable to expect that plant additions, together with associated cost of removal, will generally track with capital expenditures. Please note that the Company's response to OCC-858[i] goes into additional details regarding these items.

c. The Company will be providing information regarding the 2027 Annual Planning Process as part of its annually filed compliance filing within Docket No. 17-10-46 on November 30, 2026. It will be filed under Docket No. 26-05-10 on December 15, 2026 as part of the planned capital update.

d. The five largest projects with projected spend for 2027 and 2028 are currently identified in Table 2 below.

Table 2

Project Name	2027 CapEx	2028 CapEx
Emergent Equipment Failures - Line	$70.0M	$72.1M
Customer Driven	$50.0M	$51.5M
Pre-Cap Line Transformers	$39.5M	$40.7M
DB Cable Replace – Specific Proj	$26.8M	$27.6M
Pole Integrity Program	$19.1M	$19.6M

Prior Referenced Response:

[i] OCC-858 Question:

Refer to Exhibit CLP-ELP-1, figure 7. Please explain whether the amounts shown in Figure 7 are capital expenditures versus plant additions. Please explain any differences in the nature, or timing of the amounts shown in Figure 7 and the amounts of plant addition that would be used in comparing [i.e., determining "lessor of"] annual plant addition costs in the annual reconciliation filings. a. Please identify, in disaggregated table form, all of the component costs included in each category of the amounts shown in Figure 7.

OCC-858 Response:

Plant additions and capital expenditures represent two different ways of viewing the same underlying investment. Capital expenditures are generally organized and managed around specific business objectives, programs, projects, or asset installation efforts, such as substation expansions, feeder rebuilds, pole replacement programs, or other distribution system investments. Capital expenditures are incurred over the course of project execution and may span multiple months or years depending on project scope, complexity, and construction schedules.

Plant additions, by contrast, are recognized when utility assets are placed in service and meet the applicable accounting criteria for recording as utility plant. Accordingly, a plant addition is generally recorded at a specific point in time, whereas the associated capital expenditures may have been incurred over an extended period.

The Company develops its forecast of plant additions using its capital investment plans, project schedules, anticipated in-service dates when possible, and historical experience. However, actual in-service dates may differ from forecasted in-service dates (where available) due to changes in project scope, construction sequencing, permitting, material availability, operational considerations, weather, or other factors. Consequently, the timing of annual plant additions may differ from the timing of annual capital expenditures.

While such timing differences may occur in any given year, over a multi-year period it is reasonable to expect that plant additions, together with associated cost of removal, will generally track with capital expenditures.

The amounts shown in Figure 7 are forecasted capital expenditures associated with the Company's planned investment programs. As stated in its response to OCC-423i and other interrogatories, the Company's annual F-Factor reconciliation would consider specifically the plant additions actually placed in-service through the calendar year-end prior to a given annual filing.

For subpart (a) of this request, please refer to OCC-858, Attachment 1.