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**
	:	**AUGUST 10, 2026**

REPLY OF ALLCO FINANCE LIMITED TO THE OBJECTION OF THE CONNECTICUT LIGHT AND POWER COMPANY TO MOTION NO. 024

Allco Finance Limited ("Allco") respectfully submits this reply to the August 7, 2026 objection (the "Objection") of The Connecticut Light and Power Company d/b/a Eversource Energy ("CL&P" or the "Company") to Allco's August 1, 2026 motion for intervenor status (Motion No. 024, the "Motion"). None of the Objection's four arguments withstands examination, and the Objection's centerpiece — an attack on issues CL&P itself placed in this case through its own Application exhibits — refutes itself. The Motion should be granted.

I. THE STANDARD FOR INTERVENTION IS MET, AND ANY CONCERN ABOUT SCOPE IS ADDRESSED BY CONDITIONS, NOT EXCLUSION.

1. Under Conn. Gen. Stat. § 4-177a(b) and Conn. Agencies Regs. § 16-1-18, the presiding officer may grant intervenor status where the petitioner describes the manner in which it is affected by the contested case, states how it proposes to participate, and its participation will furnish assistance to the commissioners. The Motion does each of these things: it identifies the specific components of the Application that affect Allco (Motion ¶¶ 4-8), states precisely how Allco proposes to participate (Motion ¶ 10), and identifies the concrete, documented assistance Allco will provide (Motion ¶¶ 8-9, 11). Critically, both § 4-177a(b) and § 16-1-18(c) empower the presiding officer to *define and limit* the scope of an intervenor's participation. If CL&P genuinely feared scope creep, the remedy it should have sought is a scope condition — a routine feature of PURA practice — not the wholesale exclusion of an affected interconnection customer from the Company's first rate case in eight years.

II. CL&P'S OWN APPLICATION PLACES ALLCO'S ISSUES SQUARELY WITHIN THE SCOPE OF THIS PROCEEDING.

2. The Objection asserts that Allco's interest as a solar developer "is irrelevant to the subject matter of this rate case proceeding" and that "[t]his docket will not adjudicate solar energy policy." Objection at 6. CL&P's own Application says otherwise. The Application: (a) files marginal cost of service studies that recalculate, from 2022-2025 work-order data, "the typical per-kW installed cost of connection by customer class, net of customer contributions" (Exhibit CLP-MCOS-1 at 12-13; Exhibit CLP-MCOS-2 at 8 (Table 4)); (b) proposes the new SHARE ("Shared Hosting for Advancement of Renewable Energy") program, whose stated objective is to "[s]hare cost of investments for large-scale DER between beneficiaries" at substations "with long DER queues, a history of project withdrawals, and costly major upgrades" (Exhibit CLP-TSP-3 at 143), with a proposed "Avg. Interconnection Fee: < $500/kW" "[b]ased on preliminary analysis" (Exhibit CLP-TSP-3 at 144) and specific proposed SHARE fees of $192/kW to $392/kW on identified distribution investments of $180 million, $30 million, and $65 million (Exhibit CLP-TSP-3 at 146-149); (c) admits that "[a]t these eight substations, about 260 MW is unable to interconnect without major substation upgrades, leading to queue stagnation and project withdrawals," and that "over 550 MW of large solar projects are similarly stuck in interconnection queues across all Eversource substations" (Exhibit CLP-TSP-2 at 43; *see also id.* at 41 (approximately 1,882 MW of DER installed and 950 MW in the interconnection queue)); (d) concedes that "[s]ignificant substation upgrades will be needed to integrate large-scale DER and support state clean energy goals" (Exhibit CLP-TSP-3 at 29); and (e) proposes DER forecasting capabilities through its Grid DERMS program (Exhibit CLP-ELP-1 at 72). Interconnection charges, interconnection queue administration, and DER integration are not matters Allco is importing into this docket; they are matters CL&P itself asks the Authority to adjudicate — and to fund through the revenue requirement. Allco — an interconnection customer with more than a decade of documented experience in those very queues — is affected by each of them.

3. The Application even proposes to make CL&P's DER interconnection performance a *ratemaking instrument*. CL&P's proposed performance-based regulation includes a "Customer PIM Suite" whose first component, "Level 1 DER Interconnection Processing," would measure "the average number of business days for Eversource to process DER interconnection applications" against a target of 35 business days, with sliding-scale penalties of up to $3 million and incentives of up to $2 million (Exhibit CLP-ELP-1 at 103-111; Exhibit CLP-CUSTOMER-1 at 34-35, 41-44). Notably, CL&P proposes to exclude from that metric "interconnection projects that require

electric power system modifications" (Exhibit CLP-CUSTOMER-1 at 34 n.22) — precisely the larger projects its own System Plan admits are "stuck" in its queues. Whether a 35-business-day target, and a metric that excludes the stuck projects, are meaningful measures of interconnection performance is squarely at issue in this case, and no prospective participant is better positioned to test them than an interconnection customer whose executed interconnection agreement (LEG-22708) has awaited CL&P's countersignature for more than five years. The SHARE target areas, moreover, overlap Allco's own project sites: the eight DER-saturated substations CL&P identifies include Card Street 11F (Exhibit CLP-TSP-2 at 42-43) — which, on information and belief, serves Circuit 11F14 in Hampton, where Allco's applications filed in 2017 and 2018 remain pending — and CL&P's Tracy 14M SHARE group proposal contemplates a new "Bul Substation near Hampton" (Exhibit CLP-TSP-3 at 146). The interconnection fees CL&P proposes to establish in this proceeding would apply directly to Allco's pending and future projects in those areas.

4. The cost-of-service issues the Motion identifies are equally within scope. How CL&P accounts for customer contributions in aid of construction ("CIAC") collected from interconnection customers — a category its own marginal cost study nets out of connection costs (Exhibit CLP-MCOS-1 at 13) and its rate-design back-up carries as investment "AFTER CIAC" (Exhibit CLP-MCOS-2, Back-Up 17); whether refund liabilities CL&P has admitted in writing but not paid are properly reflected in its books and its revenue requirement; and whether administrative and general expense is reasonably allocated, are all classic rate-case questions going to the reasonableness of the revenue requirement CL&P asks ratepayers to fund. Indeed, CL&P's Rate Year cost of service "includes variable pay at actual for all employees as of December 31, 2025" with limited exceptions (Exhibit CLP-EMPLOYEE-1 at 45), based on incentive goals that include capital-spend and financial O&M targets (*id.* at 47) — the same category of incentive compensation that the Authority disallowed in full in the Yankee Gas Rate Case, Docket No. 24-12-01 (*id.* at 48-50). Allco does not ask the Authority to award it damages or to adjudicate its contract disputes; those matters are and will be litigated in other forums. Allco asks to participate in determining what ratepayers should pay — informed by CL&P's own Final Accounting Reports showing CIAC collections of 9.97% to 13% against actual documented administrative costs of 1.47% to 2.58%. That is not an "unrelated business interest"; it is direct, documentary evidence bearing on cost causation, cost allocation, and prudence.

III. THE OFFICE OF CONSUMER COUNSEL DOES NOT REPRESENT ALLCO'S DISTINCT INTERESTS.

5. The Objection argues that Allco's interests are "fully represented" by the Office of Consumer Counsel ("OCC"). The OCC is the statutory advocate for Connecticut consumers *generally*. Conn. Gen. Stat. § 16-2a. It does not represent — and has never purported to represent — the distinct interests of an interconnection customer and qualifying facility owner whose CIAC payments, deposits, and program interactions with CL&P are directly at issue in the Application's connection-charge, SHARE, and DER proposals. If the OCC's existence sufficed to exclude intervenors whose interests touch rates, no customer, business, municipality, or advocacy organization could ever intervene in a rate case — a result contrary to decades of PURA practice, in which rate cases routinely proceed in orderly fashion with numerous intervenors. CL&P's warning that it "has approximately 1.3 million customers" (Objection at 5) proves far too much: § 4-177a(b) requires an individualized assessment of the petitioner before the Authority, not a categorical rule that no customer may ever intervene. Allco is not a generic customer; it is the counterparty whose interconnections, deposits, and admitted refunds appear in CL&P's own accounting records.

IV. THE INTERCONNECTION CUSTOMER COALITION DOES NOT REPRESENT ALLCO, AND ITS ADMISSION DEFEATS CL&P'S SCOPE ARGUMENT.

6. The Objection next argues that Allco's developer interests are "already represented" by the Interconnection Customer Coalition ("ICC") — three private companies, Verogy, Earthlight Technologies, and Greenskies Clean Energy — and suggests Allco should be relegated to participating "as part of the ICC." Objection at 6, 8. The argument fails at every step. Allco is not a member of the ICC. The ICC's members are Allco's *competitors*; they owe Allco no duty, do not speak for it, and cannot be expected to advance evidence — such as CL&P's Final Accounting Reports concerning Allco's own projects — that is unique to Allco. CL&P cites no authority, because none exists, for the proposition that a utility may choose its adversaries by conscripting an affected person into a coalition of that person's competitors as a condition of being heard. And the argument is self-defeating: by conceding that the ICC's intervention on behalf of solar interconnection customers was properly granted (Objection at 6, citing the August 5, 2026

ruling on Motion No. 021), CL&P concedes that developer and interconnection-customer interests are relevant to this proceeding — the opposite of its "irrelevance" argument two paragraphs earlier. Having agreed that these issues are in the case, CL&P's quarrel reduces to *which* interconnection customers may be heard on them. Equal treatment of similarly situated movants requires that Allco's Motion be granted just as the ICC's was.

V. CL&P'S ACCOUNT OF PRIOR DOCKETS SUPPORTS INTERVENTION, NOT DENIAL.

7. The Objection recounts that Allco or its affiliates were granted intervention in Docket No. 23-12-20 and Docket No. 24-01-03 — in each case over similar CL&P objections. Objection at 3-4. Those rulings are precedent *for* granting this Motion, not against it: in each instance the Authority found that Allco's participation satisfied the applicable standard. CL&P's complaints about interrogatories in those dockets describe nothing more than ordinary discovery practice, which the presiding officer supervised there and will supervise here. PURA possesses ample tools — rulings on the scope of discovery, limitations under § 16-1-18(c), and the procedural schedule itself — to ensure orderly conduct. Speculation that an intervenor might someday ask an objectionable interrogatory is not a lawful basis to deny intervention; if it were, no intervention would ever be granted. Allco reiterates its commitment, stated in the Motion, to comply with the procedural schedule established for this docket.

VI. THE FERC PROCEEDING CONFIRMS, RATHER THAN DIMINISHES, ALLCO'S INTEREST.

8. The Objection notes that Allco petitioned the Federal Energy Regulatory Commission ("FERC") regarding CL&P's interconnection overhead charges and that FERC issued a Notice of Intent Not to Act. Objection at 7. FERC's notice expressly preserves Allco's right to bring its own enforcement action in federal court (which Allco now has done, *see Allco Finance Limited Inc. v. CL&P*, 3:26-cv-1277 (D. Conn.)) — it did not reject Allco's position on the merits, and CL&P does not contend otherwise. The existence of parallel forums for Allco's *damages and enforcement* claims underscores precisely what Allco seeks here: not to relitigate those claims, but to ensure that the *ratemaking* consequences of the same documented practices — what CIAC revenue CL&P has collected, how it is booked, and what ratepayers are now asked to pay — are examined in the one forum with jurisdiction over CL&P's rates: this one.

VII. THE VERMONT ATTACHMENT IS AN IMPROPER AD HOMINEM AND SHOULD BE DISREGARDED.

9. Finally, the Objection attaches a petition of misconduct pending before the Vermont Professional Responsibility Board concerning Allco's principal. The attachment consists of unadjudicated allegations, in an unrelated matter, in another state, against an individual — not against Allco, the movant here. It has no bearing on any element of the intervention standard under Conn. Agencies Regs. § 16-1-18 or Conn. Gen. Stat. § 4-177a(b), and CL&P's decision to file it in a rate docket speaks to the Objection's substance. The Authority should give it no weight.

VIII. CONCLUSION

CL&P's Application put interconnection charges, DER queue cost-sharing, and DER integration performance at the center of this case; CL&P's Objection concedes that interconnection customers' interests warrant intervention; and CL&P's own accounting records supply the documentary basis for Allco's proposed assistance to the Authority. Allco respectfully requests that the Authority overrule the Objection and grant Motion No. 024, with such conditions on the scope of Allco's participation, if any, as the presiding officer deems appropriate under Conn. Agencies Regs. § 16-1-18(c).

Respectfully submitted,

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CERTIFICATION

This is to certify that on this day, the foregoing document was filed with the Public Utilities Regulatory Authority, and copies of the foregoing document 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
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