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
	:	OCTOBER 22, 2026

REPLY OF ALLCO FINANCE LIMITED IN SUPPORT OF MOTION NO. 084 AND IN OPPOSITION TO THE COMPANY'S REQUEST FOR AN ORDER UNDER CONN. GEN. STAT. § 16-41

I. INTRODUCTION.

The Company's October 20, 2026 response to Motion No. 084 does not defend a single one of the responses the motion identifies as deficient. It does not say that the annual interconnection collections asked for in ALLCO-002 are unknown, that the refund balances in ALLCO-004 and -005 do not exist, that the loader components in ALLCO-018 and -060 cannot be stated, or that the general-ledger substantiation in ALLCO-101 is unavailable. It says instead that the questions are the kind of questions Allco might also ask in another forum, and that a settlement agreement among other parties five years ago forbids Allco to ask them here. Neither is a discovery objection recognized by the Authority's rules, and the second is a request that the Authority penalize an intervenor for participating in a rate case the Authority admitted it to over the same objection. Allco replies to the Company's four points in turn and then to its new request for relief.

II. THE SETTLEMENT AGREEMENT DOES NOT BAR DISCOVERY IN A RATE CASE, AND THE AUTHORITY HAS ALREADY SO RULED.

The Company's lead argument is that Section 3(d) of the March 25, 2021 Settlement Agreement in Docket No. 16-03-08RE01 — under which the Windham Affiliates agreed that interconnection disputes "arising out of or in connection with any Distribution Interconnection Agreement" would follow the dispute-resolution process in that agreement, "which shall be resolution by [PURA] pursuant to a petition for declaratory ruling" — makes it a violation of a PURA order for Allco to serve interrogatories about overheads in this docket. Response at 1–3. The Company made the same argument on August 7, 2026 in opposing Allco's intervention (Response at 2 n.7, citing Eversource Objection at 7), and the Authority granted intervention on August 19, 2026 without limitation. The ruling found that Allco's "unique perspective as a solar developer, interconnection customer, and qualifying facility owner may furnish assistance to the Authority," noted that the proceeding "may have a substantial impact on rates, interconnection

costs and thus on the development and operation of solar electric generation in Connecticut" and that the Authority will review a cost-sharing proposal "specifically for substations with long distributed energy resource queues," declined to restrict Allco's participation under § 4-177a(d), and permitted Allco to "participate in the discovery process … all on the same dates and at the same times as other docket parties and intervenors." Ruling on Motion No. 24 at 1–3 (Aug. 19, 2026). The Company did not seek full-panel review within the fourteen days the ruling allowed. *Id.* at 3 n.3. It now asks the Authority to reach by discovery ruling the limitation it did not obtain by objection and did not appeal — to deny every interrogatory that touches interconnection costs, the very subject the ruling identified as the reason Allco's participation would assist the Authority. That is a collateral attack on the ruling, not a response to a motion to compel.

The argument also misreads the covenant. Section 3(d) is a forum clause for a category of private disputes: it says where a Windham Affiliate must take a claim that it has been overcharged under its own Distribution Interconnection Agreement. It is not a promise by anyone to refrain from participating in a rate case, and it could not be: the right to intervene in a rate proceeding and to conduct discovery within it is conferred by statute and by the Authority's rules — an intervenor's rights "to inspect and copy records, physical evidence, papers and documents, to introduce evidence, and to argue and cross-examine," Conn. Gen. Stat. § 4-177a(d), and a party's right to "inspect and copy relevant and material records," to cross-examine, and to "present evidence and argument on all issues involved," § 4-177c(a); Regs. Conn. State Agencies §§ 16-1-1 et seq. — and the Authority — itself a signatory — approved the Settlement Agreement without any such reading. Allco Finance Limited is an intervenor here as a ratepayer and as a developer that pays interconnection charges; the interrogatories at issue ask how much the Company collects from interconnection customers each year, what it does with the money, how its overhead loaders are built, whether its work-order records exist, and how long its queue is. Those are questions about the revenue requirement, rate base, Account 252, and the Company's administration of a tariffed service.

The Company's premise — that the administration of interconnection is not a subject of this rate case — was also contradicted by the record on October 21, 2026. On that date the Interconnection Customer Coalition, three Connecticut developers unaffiliated with Allco and bound by no settlement agreement with the Company, filed pre-filed testimony devoted entirely to the Company's interconnection practices as a matter of prudence and customer service in this

proceeding: final accountings delivered years after the thirty-business-day period in § 5.3.2 of the Standard IA, and the Company's insistence that no true-up be processed until all of a developer's prior projects were settled together (Verogy Testimony at 6–8); refusal to itemize or explain charges (Earthlight Testimony at 8, 12); an upgrade estimate that moved from $8.5 million to $26 million within a week without explanation, and a signed agreement whose "+/- 25%" accuracy clause the Company overrode by unilateral amendment and then declined to honor (Verogy Testimony at 9–12); an Eversource-owned controller billed at roughly $75,000 that developers can procure for about $15,000 (id. at 14; Earthlight Testimony at 14–15); and a customer-service function staffed by part-time contract workers and a Burns & McDonnell contractor (Verogy Testimony at 17; Greenskies Testimony at 7). Each witness concludes that the Authority, "through its broad oversight of utility plant and prudency, can order changes to utility customer service practices" in this proceeding, citing Conn. Gen. Stat. §§ 16-11 and 16-19 and Docket Nos. 22-08-08 and 24-10-04. Verogy Testimony at 20; Greenskies Testimony at 14; Earthlight Testimony at 30. Those are the subjects of Allco's interrogatories. The Company cannot maintain that the same questions are within the case when the Coalition asks them and a "collateral attack" when Allco does.

The Company's own reading of the clause defeats its argument. Section 3(d) directs disputes to the Authority. The Company told the federal court on October 19 that Allco's claims must be brought here (Federal Case, ECF No. 45-1 at 16–24); it tells the Authority today that the claims may be brought here but "not in the Company's rate case proceeding," Response at 5, and only in "a separate proceeding," after the federal court rules, at a time of the Company's choosing, *id*.; and it told the Authority on September 22 that PURA "is not authorized by statute to adjudicate … a claim for breach of the Interconnection Agreement." CL&P Response to ICC-019. A covenant to resolve disputes before the Authority cannot be read to mean that the Authority may never hear them. And the covenant has nothing to say about the Authority's own need for the information: whether the Company has recovered the same administrative costs from ratepayers in base rates and again from developers through overhead loaders is a question the Authority must answer in this case to set just and reasonable rates, whoever asks it.

Finally, the request for a ruling under Conn. Gen. Stat. § 16-41 should be denied. A settlement agreement is a contract among its parties; the Authority's April 30, 2021 ruling found that it satisfied the conditions of the Motion No. 11 Ruling, and did not order Allco or anyone else

to do or refrain from doing anything. Section 16-41(a) authorizes a civil penalty against a public service company, an electric supplier, a certified telecommunications provider, a person subject to chapter 293 or § 16-258a, and the other regulated categories the statute lists, together with their officers, agents and employees, for failure "to obey or comply with" the provisions of title 16 or an order or regulation of the Authority, after notice by certified mail and a right to hearing. Allco Finance Limited is none of those things; it is a ratepayer, a developer, and an intervenor. The Company cites no instance in which § 16-41 has been applied to an intervenor for serving discovery, and there is none. The Company does not identify an order, a provision of an order, or an act of Allco in this docket that violates one. What it identifies is a lawsuit it has moved to dismiss and interrogatories it has answered in part. A request that the Authority fine an intervenor for asking questions is not a response to a motion to compel; it is an attempt to raise the cost of asking, and the Authority should say so.

III. SECTIONS 3(c) AND 3(d) CANNOT BEAR THE WEIGHT THE COMPANY PUTS ON THEM.

Even on the Company's reading, Sections 3(c) and 3(d) could not do what the Company asks. Eight points, each independent of the others.

First, the Settlement Agreement itself says it establishes nothing. Its settlement conditions provide that "[t]he making of this Settlement Agreement establishes no principles and will not be deemed to foreclose any party from making any contention in any future proceeding or investigation, except as to those issues and proceedings that are stated in this Settlement Agreement as being specifically resolved by approval of this Settlement Agreement," and that "[e]xcept as set forth in this Settlement Agreement, the entry of an order by the Authority approving the Settlement Agreement shall not in any respect constitute a determination by the Authority as to the merits of any other issue raised in this proceeding." Settlement Agreement § 5(b), (d). A rate case filed five years later is a "future proceeding," the reasonableness of the Company's overhead loaders is a "contention," and nothing in the 2021 agreement states that the Company's 2026 revenue requirement was "specifically resolved." The Company reads a forum clause for private interconnection disputes as a perpetual bar on an intervenor's participation in rate cases; the agreement's own terms forbid that reading.

Second, parties cannot confer jurisdiction on the Authority by contract, and a forum-selection clause is enforceable only to the extent the selected forum has jurisdiction. The Authority's jurisdiction is statutory, and the Supreme Court has said in terms that parties cannot

enlarge it by contract. *Kleen Energy Systems, LLC v. Commissioner of Energy & Environmental Protectio*n, 319 Conn. 367, 380–81, 384–86 (2015) ("Administrative agencies are tribunals of limited jurisdiction … and they cannot confer jurisdiction [on] themselves"; the Authority "lacked jurisdiction" under § 4-176 to resolve a contract pricing dispute that did not require it to construe a statute it administers); *id*. at 386 n.18 ("highly doubtful that the parties could confer jurisdiction on … the authority to render a declaratory ruling pursuant to § 4-176 by agreement if the [agency] would otherwise lack such jurisdiction") (quoting *Wheelabrator Lisbon, Inc. v. Dept. of Public Utility Control*, 283 Conn. 672, 685 (2007) ("[a] subject matter jurisdictional defect may not be waived … [or jurisdiction] conferred by the parties, explicitly or implicitly")); *see Vistra Corp. v. Public Utilities Regulatory Authority*, 354 Conn. 658, 679–82 (2026) (reaffirming *Kleen Energy*: PURA "lacked jurisdiction because resolution of the contractual dispute 'did not require [PURA] to construe or apply any specific statutory provision'"). The Authority was a signatory to the 2021 agreement in the sense that it approved it; it did not agree to adjudicate every future dispute between the Windham Affiliates and the Company, and it could not have.

Third, the claims the Company says belong here are claims for damages — refunds of specific sums, treble damages under Conn. Gen. Stat. § 52-564 (civil theft), and damages under the Connecticut Unfair Trade Practices Act — and the Authority has no power to award damages, no jurisdiction over CUTPA or civil-theft claims, and no jury to empanel. *Kleen Energy*, 319 Conn. at 380 (an agency "cannot modify, abridge or otherwise change the statutory provisions, under which it acquires authority unless the statutes expressly grant it that power"); Docket No. 25-03-12, Closing Letter at 3 ("a contract dispute is not eligible as a 'specified circumstance' for a declaratory ruling"). A clause directing those claims to the Authority directs them nowhere, which is the Company's evident purpose in invoking it.

The Company itself has said as much to a federal court of appeals. It told the Second Circuit what the remedy for Allco's claims is. Appearing as amicus in *Allco Finance Ltd. v. Klee*, Nos. 16-2946, 16-2949 (2d Cir.), in support of DEEP and PURA, CL&P argued that Allco could not show irreparable harm because "Allco's alleged injury is capable of being fully remedied by monetary damages," that "Eversource is obligated to purchase output from Allco's QF projects under the terms of the Rate 980 tariff," and that "the only alleged injury Allco can claim to have suffered involves the adequacy of the amount paid." Amicus Curiae Brief of The Connecticut Light and Power Company dba Eversource Energy at 5–6 (Nov. 21, 2016) (quoting *Reuters Ltd.*

v. United Press Int'l, Inc., 903 F.2d 904, 907 (2d Cir. 1990)). The Court of Appeals decided the appeal at 861 F.3d 82 (2d Cir. 2017). A utility that has told a federal court of appeals that a generator's remedy against it is money damages cannot be heard to say, ten years later, that the generator's claims for money damages belong before a regulator that cannot award them.

Fourth, the Company's own counsel has established, in the Appellate Court, that a determination made in a PURA procurement proceeding is "uncontested" under Conn. Gen. Stat. § 16-35(c) and yields no right of judicial review. *Jefferson Solar, LLC v. Dept. of Energy & Environmental Protection*, 224 Conn. App. 688 (2024) (argued Oct. 19, 2023; Erick M. Sandler for FuelCell Energy, Inc.) (program requirements adopted for PURA's approval under § 16-244z are not regulations, and "to conclude that the program requirements constituted regulations … would render meaningless the express language of both §§ 16-35(c) and 16-244z(a)(1)(C) exempting the procurement process from judicial review"). Section 16-35(c) applies by its terms to "any … procurement process for the purpose of acquiring electricity products or services for the benefit of ratepayers," which includes the LREC/ZREC and SCEF procurements under which the contracts at issue were awarded. That decision postdates the 2021 agreement. If the Company is right that every dispute under those contracts must be brought to the Authority, then on the Company's own authority the Authority's disposition of it could never be reviewed by any court — a result no party to the 2021 agreement bargained for and no court would enforce.

Fifth, the dispute the Company says Allco should have brought to the Authority by petition for declaratory ruling *was brought* to the Authority by petition for declaratory ruling — *jointly*, by the Company itself — and the Authority ruled that it did not have jurisdiction. On March 7, 2025, the Company and the Allco Affiliates jointly petitioned the Authority for a declaratory ruling that their February 10, 2025 settlement agreement — which resolved the force majeure, PURPA-contract and SCEF disputes and provided for termination of the LREC/ZREC and PURPA contracts with return of the performance assurance — was consistent with Conn. Gen. Stat. §§ 16-243a, 16-244r, 16-244s, 16-244t and 16-244z. Docket No. 25-03-12. The petition, signed by the Company's counsel, described the 2021 Settlement Agreement as one in which "[t]he Allco Affiliates agreed that PURA (not a court) had initial jurisdiction over any future disputes … under LREC-ZREC Contracts and distribution interconnection contracts." Petition at 3. On April 30, 2025 the Authority closed the docket without action, holding that "PURA lacks jurisdiction," that "a contract dispute is not eligible as a 'specified circumstance' for a declaratory ruling," citing

Kleen Energy, and that it had "no statutory authority to review private settlements." Docket No. 25-03-12, Closing Letter at 2–3 (Apr. 30, 2025). The Company then elected to terminate the settlement. The Company thus knows, from a ruling in a docket it initiated, that the Authority will not resolve these contract disputes by declaratory ruling; the procedure to which § 3(d) points is one the Authority has said it cannot entertain. And the 2025 agreement the Company signed provides that if the parties are not satisfied with the Authority's response they may "otherwise pursue [their] rights in another appropriate forum," and expressly reserves the Allco Affiliates' claims concerning LEG-22708 and "[t]he financial reconciliation regarding interconnection costs" for the Fisk, Plainfield, Voluntown and Bilton projects. Settlement Agreement (Feb. 10, 2025) § 3(d), (e). Those are the subjects of Motion No. 084.

Sixth, the Authority's ruling in Docket No. 25-03-12 is a collateral estoppel bar to the Company's current forum claims here and in *Allco Finance Limited Inc. v. CL&P*, Case 3:26-cv-1277-KAD. The Company submitted the question to the Authority on its own joint petition, briefed it, and obtained a ruling that the Authority has no jurisdiction, following *Kleen Energy;* it did not seek reconsideration or review of that ruling. A party that invoked the Authority's declaratory-ruling jurisdiction over these very contracts and was told that the Authority has none cannot ask the Authority, eighteen months later, to treat that same jurisdiction as mandatory and exclusive.

Seventh, as to the Guidelines: no edition contains a mandatory clause. The 2010 and April 2019 editions (Docket Nos. 03-01-15RE02 and 03-01-15RE04), under which the Allco Applications were submitted, provide at § 6.2 that if a dispute is not resolved informally "either Party may commence an action at the DPUC" — permissive, not exclusive — and the current edition provides that if the informal process fails "either Party may exercise whatever rights and remedies it may have in equity or law." Guidelines § 5.2(j) (2025 ed.). To the extent any edition were read as the Company reads it — as a mandatory waiver of the right to a judicial forum and a jury as the price of interconnection to a tariffed, monopoly distribution service — it would be invalid for the reasons stated above, and it would be an unconstitutional condition. The State, acting through the Authority's approval of the Guidelines, "may not impose conditions which require the relinquishment of constitutional rights"; "[i]f the state may compel the surrender of one constitutional right as a condition of its favor, it may, in like manner, compel a surrender of all." *Frost & Frost Trucking Co. v. Railroad Comm'n of California,* 271 U.S. 583, 593–94 (1926) (a

condition on a state-granted privilege that in form is voluntary but "in fact lacks none of the elements of compulsion" gives the regulated party "no choice, except a choice between the rock and the whirlpool"); *id.* at 595 (statute conditioning a permit to do business on an agreement not to remove suits to federal court "was unconstitutional and void, and could give no validity or effect to any agreement … in obedience to its provisions"). The doctrine is "an overarching principle … that vindicates the Constitution's enumerated rights by preventing the government from coercing people into giving them up." *Koontz v. St. Johns River Water Management District,* 570 U.S. 595, 604 (2013). The unconstitutional-conditions doctrine prohibits the government from "deny[ing] a benefit to a person on a basis that infringes his constitutionally protected interests." *Sheetz v. County of El Dorado*, 601 U.S. 267, 275 (2024) (quoting *Perry v. Sindermann*, 408 U.S. 593, 597 (1972)). The doctrine applies "when the government attempts to 'exact waivers of rights as a condition of benefits, even when those benefits are fully discretionary.'" *Stavrianoudakis v. United States Fish & Wildlife Service*, 108 F.4th 1128, 1137 (9th Cir. 2024) (quoting *United States v. Scott*, 450 F.3d 863, 866–67 (9th Cir. 2006)). The rights at stake are the right of access to the courts and the right to a jury in a civil action, Conn. Const. art. I, §§ 10, 19; U.S. Const. amend. VII, and under Connecticut law a contractual waiver of the civil jury is enforceable only where it was entered into knowingly and voluntarily, *L & R Realty v. Connecticut National Bank,* 246 Conn. 1, 12–13 (1998) — not where it is embedded in a utility's standard-form conditions of service that an interconnection customer has no power to negotiate. Whether the Guidelines could lawfully carry such a condition is a question the Authority has no jurisdiction to decide and should not be invited to decide in a discovery ruling.

Eighth, § 3(d) does not reach most of what Motion No. 084 asks about. It governs disputes "arising out of or in connection with any Distribution Interconnection Agreement," to be resolved under "the dispute resolution process in such Distribution Interconnection Agreement." Where no agreement was ever executed — as with LEG-22708, which the Company issued, Allco signed, and the Company has never countersigned — there is no agreement for a dispute to arise under and no process in it to follow. The interrogatories on countersignature timing, queue position, deposits held on pending applications, and the Company's docket-wide overhead loaders concern applications and tariffed practices, not the terms of any executed agreement.

IV. THE FEDERAL COURT'S TEMPORARY STAY OF DISCOVERY DOES NOT REACH THIS DOCKET.

The Company next argues that Motion No. 084 is an "end run" around the federal court's October 7, 2026 order temporarily staying discovery in the Federal Case (ECF No. 39). Response at 3. The order is not what the Company describes, and even if it were the Company needs to make its "end run" argument to the Federal District Court, not here. The Eversource Defendants moved "on an emergency basis" to stay discovery "pending resolution of a forthcoming motion to dismiss," and the court entered "a temporary stay of discovery until Defendants' motions [34], [36], and [37] are briefed, orally argued, and adjudicated," so that "the parties can fully brief this matter," stating that the stay "by no means serves as an indication of the Court's opinion on the merits" and that it was entered "because this case is in its early stages and Plaintiff has yet to be fully heard on this issue." ECF No. 39 (Oct. 7, 2026). It is a Rule 26(c) order governing discovery under the Federal Rules of Civil Procedure in a case pending before that court; it says nothing about any proceeding before this Authority, and the Company quotes no language suggesting otherwise. And the "forthcoming motion to dismiss" on which the stay was sought is the motion the Company filed on October 19, whose principal ground is that Allco's claims must be brought before this Authority — the same ground on which the stay itself was sought: the Eversource Defendants' memorandum told the court that "PURA or FERC, not this Court, is the appropriate venue for Allco's claims," that the Settlement Agreement and the Guidelines "call for Allco and its affiliates to bring their claims before PURA or FERC, not federal district court," and that "[c]omity would suffer if Allco were permitted to circumvent the framework … by proceeding in federal court." Federal Case, ECF No. 34-1 at 10–12 (Oct. 2, 2026). The Company thus obtained a pause in federal discovery by representing that the dispute belongs here, and now cites that pause as a reason it need not answer here. The Authority's discovery rules are its own. An intervenor in a rate case is entitled to the discovery those rules provide; it does not lose that entitlement because it is also a litigant elsewhere. If the Company believes that a particular interrogatory is outside the scope of this proceeding, the Authority's rules give it an objection on that ground, and the Authority decides it. The Company has that objection and has lost it on the merits, as shown below; the federal stay adds nothing.

The Company's "end run" theory also proves too much. On its logic, the Company could insulate any subject from review in a rate case by the expedient of being sued about it — or, as here, by moving to dismiss the suit on the ground that the subject belongs before the Authority.

The result the Company seeks is that no tribunal examines its interconnection charges until it chooses: not the federal court, which it says lacks jurisdiction; not this docket, which it says is the wrong proceeding; and not a declaratory ruling, which Allco has not been permitted to obtain information to frame, even if the Authority had jurisdiction.

V. THE "ALLCO-SPECIFIC" AND "EMPLOYEE NAME" REFUSALS ARE NOT OBJECTIONS.

The Company now concedes that ALLCO-126, -127, and -128 "seek specific information on Allco projects that are not the subject of its Federal Case," and refuses to answer them anyway, because the information "could be used to amend the Complaint." Response at 4. That is an admission that the federal-litigation objection is not about the federal litigation. The three interrogatories ask for the estimate, collection, actual-cost, and reconciliation history of two completed interconnections — the simplest possible test of whether the Company's "actual cost … including overheads" billing under Section 5.6 of the Standard Agreement bears any relation to cost. If the answer would support a claim, that is a reason to answer, not a reason to refuse.

The same is true of the Company's refusal to "divulge employee names." Response at 4. Every response the Company files in this docket identifies the witnesses responsible for it; ALLCO-064, -102, -104, -105, and -107 ask who prepared the final accountings, who decided whether to pay computed refunds, and who built the loader rates — the people the Authority would need to examine at hearing on those subjects. The Company's stated reason, that Allco might name or depose them in the Federal Case, Response at 4 & nn.14–15, is a reason for the Company to defend the Federal Case, not a privilege. If the Company wishes to limit the use of names to this proceeding, the protective order provides the mechanism; a blanket refusal does not.

VI. THE COMPANY HAS NOT DEFENDED ANY RESPONSE ON THE MERITS, AND THE SUBJECTS ARE WITHIN THE SCOPE OF A RATE CASE.

Motion No. 084 identified, interrogatory by interrogatory, what was asked and what was withheld: the annual amounts collected from interconnection customers (ALLCO-002); the balances and accounts of refunds the Company admits it owes (ALLCO-004, -005); queue pendency (ALLCO-007); countersignature timing (ALLCO-017); the components and rates of the overhead loaders (ALLCO-018, -060); the project-level CIAC schedule the Company promised to supplement (ALLCO-059); the loader share of the tax gross-up (ALLCO-064); the general-ledger substantiation it has refused since August 2025 (ALLCO-101); the 2020 acknowledgment that

actual overheads ran at roughly forty percent of estimate (ALLCO-105); the definition of the "Overhead Linework" charge (ALLCO-107); the work-order records required by the federal Uniform System of Accounts (ALLCO-111); and the rest. The Company's response addresses none of them. It sorts them into categories by the federal claim to which it says they relate and stops. A response that does not say why an answer cannot be given concedes that it can.

Nor can the Company sustain the position that these subjects are outside a rate case. The Authority's own questions in this docket ask for the components of the Company's overhead rates (RRU-079; RRU-055, Attachments 1 and 2), the accounting for customer advances (OCC-936), and the treatment of new-business costs (OCC-932, -933); the Company answered them. The Company's exhibits propose recovery of interconnection-automation and DG-related capital (CLP-Additions-4 Supplemental 2; IT25054; IT21491) and of the personnel who administer the programs under which the Allco projects were awarded (Docket No. 24-01-03, Tr. 51–52 (Mar. 18, 2024)). Money collected from interconnection customers for "overheads" either reimburses costs that are also in the revenue requirement or it does not; the Authority cannot know which without the answers, and the Company's refusal to give them to an intervenor is a refusal to give them to the Authority.

Two further matters in the response call for a brief answer. The Company counts Allco's interrogatories (222 of the more than 2,000 served by all parties) and observes that they are long. Response at 6–7. The Authority's rules do not limit the number or length of interrogatories an intervenor may serve, and the Company has not moved for a protective order on that ground; it has instead answered the ones it chose to answer and objected to the rest. The Company also speculates about the tools used to prepare Allco's discovery and invokes Practice Book § 4-9. *Id*. at 7 & n.24. That section, adopted June 11, 2026 and effective June 23, 2026, is a rule of the Superior Court; it requires a person who uses generative AI in preparing "any document filed with the court" to "independently verify all citations, legal authorities or evidence" so produced, and provides that the filer represents compliance by filing. It has no application to a proceeding before this Authority, it does not prohibit the use of any tool, and it imposes no obligation that Allco has not met: every authority cited in Allco's filings in this docket has been verified against its source. No rule of the Authority conditions a party's discovery on the means by which it was drafted, and the interrogatories the Company cites (ALLCO-164 through -170) asked the Company about its own policies for employees and contractors who handle confidential information and CEII, in response

to the Company's insistence that intervenors accept a prohibition on "any AI model" as a condition of access to protected materials—a prohibition that is neither in the FERC Model Protective Order nor the protective order issued in the Federal District Court case. The Company's characterization inverts them. Neither point bears on whether ALLCO-002 should be answered.

VII. RELIEF REQUESTED

Allco respectfully requests that the Authority (1) grant Motion No. 084 in full, for the reasons stated in the motion and above; (2) deny the Company's request for an order under Conn. Gen. Stat. § 16-41 or any order "directing Allco to comply with" the 2021 Settlement Agreement, which is not before the Authority in this docket; (3) rule that the pendency of Civil Action No. 3:26-cv-01277, and the temporary stay of discovery in it, is not a ground for refusing to answer an interrogatory in this proceeding; (4) rule that the identity of Company personnel responsible for a function at issue is discoverable, subject to the protective order; and (5) grant the relief requested in Allco's motion to compel complete responses to the Eleventh Set interrogatories.

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