STATE OF CONNECTICUT

PUBLIC UTILITIES REGULATORY AUTHORITY

APPLICATION OF THE CONNECTICUT LIGHT AND POWER COMPANY d/b/a EVERSOURCE ENERGY TO AMEND ITS RATE SCHEDULES	:	**DOCKET NO. 26-05-10**
		SEPTEMBER 28, 2026

MOTION OF CONNECTICUT LIGHT AND POWER COMPANY D/B/A EVERSOURCE ENERGY FOR PROTECTIVE TREATMENT OF CONFIDENTIAL INFORMATION

The Connecticut Light and Power Company d/b/a Eversource Energy (the "Company" or "CL&P") hereby moves that the Public Utilities Regulatory Authority ("PURA") grant protective treatment as described in this motion to ensure that certain confidential information provided by the Company in the above-referenced proceeding is not subject to public disclosure. As outlined below, certain information provided by the Company in response to interrogatories issued by PURA's Office of Education, Outreach, and Enforcement ("EOE") on September 3, 2026 ("EOE Set 4"), contain confidential request for proposals (RFP) responses, employee and vendor names and contact information, and vendor pricing and negotiated contract terms, which the Company does not disclose publicly.

In support of this motion, the Company states as follows:

1. The confidential information addressed in this motion includes information provided by the Company in the following attachments to interrogatories to EOE Set 4:

Interrogatory Number	Attachment Name	Redacted Filing Date	Confidential Filing Date
EOE-145	Attachment 1 CONFIDENTIAL	September 17, 2026	September 17, 2026
EOE-154	Attachment 2 CONFIDENTIAL through Attachment 7 CONFIDENTIAL	N/A – Filed as Confidential only*	September 24, 2026
EOE-155	Attachment 2 CONFIDENTIAL	September 17, 2026	September 17, 2026
EOE-163	Attachment 1 CONFIDENTIAL	September 17, 2026	September 17, 2026
EOE-169	Attachment 1 CONFIDENTIAL	September 24, 2026	September 24, 2026

* The bulk attachments to EOE-154 are being provided as confidential-only for the time being, but the Company anticipates undertaking a significant bulk redaction project to provide these bulk attachments into the public record. Together, these bulk attachments contain approximately 3,400 or more pages that must be manually redacted to provide a public-facing version.

Together, these documents are referred to herein as the "Confidential Information." The Confidential Information was submitted to PURA via email on September 17, 2026, and September 24, 2026. The last item responsive to EOE Set 4 was filed with PURA on September 24, 2026.

Confidential Requests for Proposals

2. EOE-145, Attachment 1 CONFIDENTIAL, contains specific term and condition information provided to Eversource for services to be rendered in response to a RFP. The Confidential Information in EOE-145, Attachment 1 CONFIDENTIAL, includes confidential terms and conditions that are not disclosed publicly, which if disclosed to the public and competitors, would cause substantial harm to the Company and to their vendors. This information includes proprietary, competitive and commercially sensitive information.

3. Pursuant to Conn. Gen. Stat. § 1-210(b)(5)(A), the Confidential Information provided in EOE-145, Attachment 1 CONFIDENTIAL, qualifies as "trade secrets" for purposes of the Freedom of Information Act ("FOIA"). Trade secrets include "formulas, patterns,

compilations, programs, devices, methods, techniques, processes…cost data…that (1) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy." Conn. Gen. Stat. § 1-210(b)(5)(A); see also Conn. Gen. Stat. § 35-51(d). Moreover, PURA is permitted to protect from public disclosure "[c]ommercial and financial information given in confidence, not required by statute." Conn. Gen. Stat. § 1-210(b)(5)(B).

4. PURA has previously granted similar requests related to vendor bids, pricing information, and negotiated contract terms, and bid evaluations. See, e.g., Docket No. 24-12-01, Application of Yankee Gas Services Company d/b/a Eversource Energy to Amend Its Rate Schedules (May 28, 2025 Ruling to Motion No. 98) (protecting pricing and contract information in RFPs, as well as bid evaluations); Docket No. 22-08-08, Application of The United Illuminating Company to Amend its Rate Schedules (Jan. 12, 2023 Ruling on Motion No. 48) (protecting as confidential a Company's internal evaluations of vendor responses to RFPs). Docket No. 20-08-03, Investigation into Electric Distribution Companies' Preparation for and Response to Tropical Storm Isaias (Dec. 10, 2020 Ruling on Motion No. 43) (protecting as confidential unaudited vendor invoices and pricing information); Docket No. 16-06-04, Application of the United Illuminating Company to Increase Rates and Charges (Aug. 8, 2016 Ruling on Motion No. 10) (approving motion for protective order for rate case expense); (Aug. 8, 2016 Order on Motion No. 8) (allowing confidential status for third-party vendor pricing information); (Aug. 25, 2016 Order on Motion No. 17) (protecting as confidential pricing and contract with meter reading vendor); Docket No. 14-05-06, Application of The Connecticut Light and Power Company to Amend Rate Schedules (July 25, 2014 Ruling on Motion No. 27) (vendor contracts for rate case expense); Docket No. 13-

03-02, Petition of The Connecticut Light and Power Company for Approval to Recover its 2011 – 2012 Major Storm Costs (Apr. 10, 2013 Ruling on Motion No. 1) (third-party vendor pricing information); Docket No. 09-12-05, Application of Connecticut Light and Power Company To Amend Its Rate Schedules (Mar. 22, 2010 Ruling on Motion No. 34) (confidential vendor pricing information).

Employee and Vendor Names and Contact Information

5. EOE-145, Attachment 1 CONFIDENTIAL, and EOE-163, Attachment 1 CONFIDENTIAL, contain names and contact information for individual Eversource employees, as well as names and contact information for individual vendor employees. PURA has previously protected employee names and contact information from public disclosure. In Docket No. 24-01-03, PURA Annual Review of the Rate Adjustment Mechanisms of The Connecticut Light and Power Company, PURA approved CL&P's motion for reconsideration for protection to Eversource employee names and contact information ("Docket No. 24-01-03 Motion No. 28 Ruling"). CL&P articulated the increased security risks triggered by making employee contact information publicly available. See Docket No. 24-01-03, Motion No. 28 Ruling, at 2. PURA found that the Eversource email addresses, phone numbers, and non-public addresses of certain Eversource employees were exempt from public disclosure as information that constitutes commercial or financial information given in confidence and not required by statute. See id.; Conn. Gen. Stat. § 1-210(b)(5)(B). PURA has also previously protected employee contact information from public disclosure in other instances. See, e.g., Docket No. 26-05-10, Application of Connecticut Light and Power Company d/b/a Eversource Energy to Amend its Rate Schedules (August 2, 2026 Ruling to Motion No. 10) (protecting employee names and contact information); Docket No. 24-03-01, Annual Review of the System Expansion Reconciliation Mechanisms (July

22, 2024 Ruling to Motion No. 4) (protecting employee contact information); Docket No. 21-08-24, Petition of William Tong, Attorney General for the State of Connecticut, and the Office of Consumer Counsel for an Investigation into Eversource Energy Regarding Gas Expansion Marketing (October 25, 2021 Ruling to Motion No. 7) (protecting employee names, addresses, and telephone numbers).

6. Employee names and contact information should be protected from public disclosure. If the Company makes employee information public, there are both cybersecurity and physical security risks to individual Eversource employees. Making employee information public triggers an increased risk in phishing attacks as there is more information available about Eversource employees, centralized and publicly available. Additionally, there is a risk of personal harassment for individual employees. Accordingly, this information should be protected from public disclosure pursuant to Conn. Gen. Stat. § 1-210(b)(2) as the public disclosure would constitute an invasion of personal privacy. The public disclosure of the employee information may also result in a safety risk or a security risk to information technology systems, and therefore should be exempt from public disclosure under Conn. Gen. Stat. §§ 1-210(b)(19) and (20). Lastly, the Company is providing this commercial contact information related to its employees only as part of a regulatory filing and it is not required by statute to make this information public. Thus, the employee information qualifies for protection from public disclosure pursuant to Conn. Gen. Stat. § 1-210(b)(5)(B).

Vendor Information and Contract Terms

7. EOE-155, Attachment 2 CONFIDENTIAL, and EOE-169, Attachment 1 CONFIDENTIAL, contain confidential vendor pricing information relating to the Company's third-party vendors. The pricing and rates from third parties and consultants are confidential and

proprietary, and public disclosure of this data would adversely impact the third parties and consultants in their pending and future negotiations to perform like services for other companies. The information on terms, fees, and rates contained in this attachment include proprietary, competitive, and commercially sensitive information that is non-public information. Public disclosure of this information would cause substantial harm to the Company and its vendor. Negotiated contract terms, pricing, and unit cost terms obtained by the Company from vendors are provided with an expectation of privacy and must be protected from public disclosure to ensure competitive market pricing.

8. Pursuant to Conn. Gen. Stat. § 1-210(b)(5)(A), the Confidential Information provided in response to EOE-155, Attachment 2 CONFIDENTIAL, and EOE-169, Attachment 1 CONFIDENTIAL qualify as "trade secrets" for purposes of the Freedom of Information Act. Trade secrets include "formulas, patterns, compilations, programs, devices, methods, techniques, processes…cost data…that (1) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy." Conn. Gen. Stat. § 1-210(b)(5)(A); see also Conn. Gen. Stat. § 35-51(d). Moreover, PURA is permitted to protect from public disclosure "[c]ommercial and financial information given in confidence, not required by statute." Conn. Gen. Stat. § 1-210(b)(5)(B). Further, the Confidential Information provided in response to EOE-155, Attachment 2 CONFIDENTIAL, and EOE-169, Attachment 1 CONFIDENTIAL is commercial or financial information given in confidence, and not required by statute under Conn. Gen. Stat. § 1-210(b)(5)(B).

9. PURA has previously approved requests to protect similar negotiated pricing and contract information as confidential. See, Docket No. 24-12-01, Application of Yankee Gas Services Company d/b/a Eversource Energy to Amend its Rate Schedules (Dec. 18, 2024 Ruling on Motion No. 5) (protecting as confidential negotiated third-party vendor pricing and agreements); Docket No. 23-11-02, Application of Connecticut Natural Gas Corporation and The Southern Connecticut Gas Company to Amend their Rate Schedules (Nov. 26, 2023 Ruling on Motion No. 12 and Dec. 22, 2023 Ruling on Motion No. 29) (protecting as confidential third-party vendor agreement); Docket No. 14-07-19RE07, PURA Investigation into Redesign of the Residential Electric Billing Format – Cost Allocation Among Suppliers for System Redesign and Associated Costs (July 21, 2022 Ruling on Motion No. 3) (protecting third-party vendors' pricing data as commercially sensitive, confidential, and proprietary); Docket No. 20-08-03, Investigation into Electric Distribution Companies' Preparation for and Response to Tropical Storm Isaias (Dec. 10, 2020 Ruling on Motion No. 43) (protecting as confidential unaudited vendor invoices and pricing information); Docket No. 16-06-04, Application of the United Illuminating Company to Increase Rates and Charges (Aug. 8, 2016 Ruling on Motion No. 10) (approving motion for protective order for rate case expense); (Aug. 8, 2016 Order on Motion No. 8) (allowing confidential status for third-party vendor pricing information); (Aug. 25, 2016 Order on Motion No. 17) (protecting as confidential pricing and contract with meter reading vendor); Docket No. 14-05-06, Application of The Connecticut Light and Power Company to Amend Rate Schedules (July 25, 2014 Ruling on Motion No. 27) (vendor contracts for rate case expense); Docket No. 13-03-02, Petition of The Connecticut Light and Power Company for Approval to Recover its 2011 – 2012 Major Storm Costs (Apr. 10, 2013 Ruling on Motion No. 1) (third-party vendor pricing information); Docket No. 09-12-05, Application of Connecticut Light and Power Company To

Amend Its Rate Schedules (Mar. 22, 2010 Ruling on Motion No. 34) (confidential vendor pricing information).

10. The Confidential Information is maintained by the Company as confidential and has not been disclosed or released to the public.

11. The Confidential Information is exempt from disclosure under Conn. Gen. Stat. §1-210(b), as described herein.

12. Additionally, pursuant to PURA's September 17, 2026 Revised Procedural Order Regarding Protected Materials in this docket, the Confidential Information is the type of information that is typically subject to protected treatment, including employee names and email addresses, and commercial terms and pricing information.

13. In this case, the necessity of withholding public disclosure of the Confidential Information outweighs the public interest in such disclosure.

14. Attached in support of this motion as Attachment A, is the Affidavit of Casandra Dickson, Director of Regulatory Projects and Compliance for Eversource Energy Service Company. The affidavit addresses the need for protective treatment of the Confidential Information described in this motion.

15. For the foregoing reasons, CL&P respectfully requests that PURA grant this motion for protective order.

RESPECTFULLY SUBMITTED,

THE CONNECTICUT LIGHT AND POWER COMPANY d/b/a EVERSOURCE ENERGY

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CERTIFICATION

I hereby certify that on September 28, 2026, a copy of the foregoing was sent to the Public Utilities Regulatory Authority, the Office of Consumer Counsel, and to the official service list in this proceeding in Compliance with Conn. Regs. §16-1-15, as amended.

S. Pardee

Sarah A. Pardee
Commissioner of the Superior Court