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**Daniel T. Crisp**
Senior Counsel

November 5, 2026

Jeffrey R. Gaudiosi, Esq.
Executive Secretary
Public Utilities Regulatory Authority
10 Franklin Square
New Britain, CT 06051

Re: Docket No. 26-05-10, Application of The Connecticut Light and Power Company d/b/a Eversource Energy to Amend its Rates Schedules – **Request for Clarification in Response to PURA Request for Additional Information (Motion Nos. 084 & 099)**

Dear Mr. Gaudiosi:

The Connecticut Light and Power Company d/b/a Eversource Energy ("Eversource" or the "Company") respectfully submits this request for clarification in response to a request made to the Company on November 3, 2026, by the Public Utilities Regulatory Authority ("PURA") for additional information in order to rule on Motion Nos. 084 and 099, filed by Allco Finance Limited Inc. ("Allco") in the above-referenced proceeding. Specifically, this request responds to PURA's assertion that "Eversource's representation that PURA is a party to the 2021 Settlement Agreement is incorrect. PURA was not involved in the negotiation of the settlement, nor was it a signatory to the settlement."[1] PURA further asserts that "Counsel for Eversource should clarify or correct the representation regarding PURA being a party."[2]

These assertions by PURA are very concerning for the Company and its undersigned counsel, and they raise the question as to whether there is a misunderstanding involved. By this communication, the Company hopes to reach consensus on the facts.

The Company's representations in its Objection to Allco's motions are based on the following recitation of the record in Docket No. 16-03-08RE01, Petition of Windham Solar LLC for Approval of a Power Purchase Agreement Between Windham Solar LLC and The Connecticut Light and Power Company d/b/a Eversource Energy – Voluntary Remand, in which PURA approved the 2021 Settlement Agreement:

1. On June 5, 2020, Eversource and the Windham Affiliates submitted a Joint Motion to Approve Settlement Agreement ("Motion No. 9") that sought PURA approval of a settlement resolving the Windham Affiliates' claims against Eversource, PURA,

[1] PURA November 3, 2026, correspondence at 5. To be clear, the Company did not assert that PURA was "involved in the negotiation of the settlement," this is insinuated only by PURA in corresponding to the Company.

[2] Id. at fn.5.

and the Office of Consumer Counsel ("OCC").[3] Eversource and the Windham Affiliates were the only signatories to this draft settlement.[4]

2. On July 30, 2020, PURA issued a ruling on Motion No. 9 ("Motion No. 9 Ruling"), attached hereto as Exhibit 1, wherein PURA stated, in relevant part:

> To effectuate the terms of the Settlement Agreement and to ensure final resolution of all litigation commenced by the Windham Affiliates against the Authority, ***the Authority conditions its approval of the Material Terms on (1) the Authority being made a party to the Settlement Agreement***, and (2) the Settlement Agreement requiring the withdrawal, dismissal, or waiver of all claims by the Windham Affiliates against the Authority in accordance with the Material Terms. Therefore, the Authority directs Eversource and the Windham Affiliates to work with the Office of the Attorney General, which represents the Authority in these litigation matters, to finalize the Settlement Agreement as approved herein.[5]

3. On December 18, 2020, Eversource, the Windham Affiliates, OCC and the Office of the Attorney General ("OAG") submitted a Joint Motion for Approval of Settlement Implementation ("Motion No. 11") that sought PURA approval of a settlement agreement implementing the settlement-in-principle approved in the Motion No. 9 ruling.[6] One of the four conditions precedent to the approval of a settlement agreement was "[t]he Authority being made a party to the Settlement Agreement."[7] The form of settlement agreement included signature blocks for Eversource, the Windham Affiliates, OCC and OAG.[8]

4. On March 18, 2021, PURA issued a ruling on Motion No. 11 ("Motion No. 11 Ruling"), attached hereto as Exhibit 2, directing the parties to file a revised, finalized, and executed settlement agreement with PURA.[9] In the Motion No. 11 Ruling, PURA again stated:

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3 Docket No. 16-03-08RE01, Motion No. 9, at 1.

4 Id. at 9.

5 Motion No. 9 Ruling at 2 (emphasis added).

6 Motion No. 11 at 1.

7 Id. at 7 (quotations omitted).

8 Id., Attachment 2 at 7.

9 Motion No. 11 Ruling at 4.

> The Authority's status as a defendant in the litigation that is the subject of the Settlement Agreement ***requires the Authority to be a party to the Settlement Agreement***. Therefore, the settlement will not be effective until such time as a revised Settlement Agreement is submitted to the Authority and executed by the Authority and all other signatory parties.[10]

5. On April 22, 2021, the 2021 Settlement Agreement executed by Eversource, the Windham Affiliates, OCC and OAG (on behalf of PURA), attached hereto as Exhibit 3, was submitted to PURA.[11] On April 30, 2021, PURA confirmed that this submission, including the 2021 Settlement Agreement, satisfied the requirements of PURA's Motion No. 11 Ruling.[12]

In light of these known facts, it is unclear to the Company how PURA is concluding that "Eversource's representation that PURA is a party to the 2021 Settlement Agreement is incorrect."[13] PURA was a signatory to the settlement – through the OAG as its legal representative – and PURA is a party to the 2021 Settlement Agreement, by virtue of its own decisions and directives enumerated above. The Company's conjecture is that PURA may be relying on the fact that OAG signed the 2021 Settlement Agreement as a differentiating circumstance. However, it is the Company's understanding that OAG did so based on PURA's decisions and directives expressed in its motion rulings, and in the course of its role to provide legal representation to PURA. This is no different from the undersigned legal counsel signing correspondence or documents on behalf of The Connecticut Light and Power Company d/b/a Eversource Energy. In that role, Eversource remains the participating party, holder of commitments and signatory.

In addition, PURA's correspondence of November 3, 2026, strongly implies that the undersigned counsel is not meeting a duty of candor to PURA, asserting that the undersigned counsel "should clarify or correct the representation regarding PURA being a party."[14] However, the statement made by the Company that PURA is a signatory to the 2021 Settlement Agreement is an accurate statement.

However, because PURA's statements implicate the Connecticut Rules of Professional Conduct, Rule 3.3(a)(1), Candor toward the Tribunal, which states, "A lawyer shall not knowingly . . . [m]ake a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer,"[15] the undersigned must also clarify that in the Company's April 20, 2026, objection ("Objection") to Motion No. 084, Eversource neither

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10 Id. at 2 (emphasis added).

11 April 22, 2021, Motion No. 12, Attachment A.2 – Settlement Agreement.

12 April 30, 2021, Ruling on Motion No 12 at 2.

13 PURA November 3, 2026, correspondence at 5.

14 Id.

15 Rules of Prof. Conduct, Rule 3.3(a)(1).

alleged that PURA was involved in the negotiation of the 2021 Settlement Agreement, nor that PURA had executed the 2021 Settlement Agreement without counsel.[16]

In light of the foregoing, the undersigned respectfully requests that PURA clarify that the statements of the undersigned counsel were legally accurate and, if PURA's point is that OAG was the actual signatory of the 2021 Settlement Agreement, acting on behalf of PURA, perhaps clarify that there is consensus on that point. PURA's assertions and demand for a correction from the undersigned counsel impugn the honesty of the undersigned Eversource counsel signing the Objection to Allco's Motion, and if not clarified or otherwise retracted, could be unfairly or improperly used against Eversource counsel and/or the Company in this proceeding or in other proceedings.

The Company certainly recognizes that PURA may have reasonably assumed that it was not a party to the 2021 Settlement Agreement because it is very rare for PURA to be an actual party to a settlement, but, in this case, the above-quoted record evidence conclusively demonstrates that Docket No. 16-03-08RE01 was one of those rare proceedings involving the settlement of court litigation where PURA directed the settling parties to designate PURA itself as a party to the 2021 Settlement Agreement.

Lastly, in accordance with PURA's Correspondence, the Company confirms that it will complete Table 1 and submit this supplemental information to PURA no later than November 12, 2026.

Very truly yours,

*Daniel T. Crisp*

Daniel T. Crisp
Senior Counsel
On behalf of Connecticut Light and Power Company d/b/a Eversource Energy

cc: Service list

[16] See, Objection at 2, fn.3 and fn.6.