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October 20, 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 – **Response to Motion No. 084**

Dear Mr. Gaudiosi:

The Connecticut Light and Power Company d/b/a Eversource Energy ("Eversource" or the "Company") respectfully submits its response to Motion No. 084, filed by Allco Finance Limited Inc. ("Allco") on October 13, 2026, in the above-referenced proceeding. Motion No. 084 requests that the Public Utilities Regulatory Authority ("PURA") overrule Eversource's federal litigation and Allco-specific objections and compel Eversource to submit complete responses to specific interrogatories issued by Allco in this proceeding. For the reasons set forth below, PURA should deny Allco's request and order other specific relief identified herein.

I. PURA Should Issue an Order Denying Allco's Motion No. 084 and Directing Allco to Comply with the Terms of the 2021 Settlement Agreement.

Before responding to the specious claims set forth in Motion No. 084, it is imperative to provide context for Motion No. 084.

On March 18, 2021, PURA provided its regulatory approval of a settlement agreement in Docket No. 16-03-08RE01 among Eversource, PURA, the Office of Consumer Counsel ("OCC"), and three companies owned by or affiliated with Allco ("Allco Affiliates"), conditioned upon the incorporation of specific revisions into the settlement agreement.[1] Eversource, PURA, OCC and the Allco Affiliates executed a Settlement Agreement with an effective date of March 25, 2021 (the "Settlement Agreement"), incorporating PURA's revisions, and the parties thereto submitted the Settlement Agreement and associated contracts to PURA as a motion for review and approval in Docket No. 16-03-08RE01.[2] On April 30, 2021, PURA issued a ruling on this motion, finding that the Settlement Agreement satisfied the requirements in PURA's Motion No. 11 Ruling.[3]

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[1] See, 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, March 18, 2021, Motion No. 11 ruling ("Motion No. 11 Ruling") at 2.

[2] See, Docket No. 16-03-08RE01, April 22, 2021, Motion No. 12 and attachments.

[3] Docket No. 16-03-08RE01, April 30, 2021, Motion No. 12 ruling at 2.

In Section 3(d) of the Settlement Agreement, the "Windham Affiliates" (i.e., the Allco Affiliates) and "Windham Affiliate Releasors" (i.e., the managers, members, directors, officers, etc. of the Allco Affiliates) agreed "that ***any*** dispute over 'overheads' and ***any*** other interconnection disputes arising out of or in connection with ***any*** Distribution Interconnection Agreement will follow the dispute resolution process in such Distribution Interconnection Agreement which shall be resolution by [PURA] pursuant to a petition for declaratory ruling."[4] Mr. Thomas Melone, who executed the Settlement Agreement in his capacity as President of the Allco Affiliates, is a "Windham Affiliate Releasor" under Section 3(a) of the Settlement Agreement.

On August 1, 2026, Allco submitted Motion No. 024, Motion of Allco for Participant/Intervenor Status ("Motion to Intervene"), executed by Mr. Melone in his capacity as Chief Executive Officer of Allco, in the above-referenced proceeding, wherein Allco expressly sought to litigate its dispute over Eversource's charging of overheads and other interconnection-related disputes,[5] in violation of the plain terms of the Settlement Agreement.[6]

On August 7, 2026, Eversource filed an objection ("August 7th Objection") to Allco's Motion to Intervene, requesting that Allco not be allowed to litigate these matters in the Company's rate case proceeding.[7]

On August 10, 2026, Allco filed a legal complaint ("Complaint") against, among others, Eversource and its CEO in the United States District Court for the District of Connecticut (*Allco Finance Limited Inc. v. The Connecticut Light & Power Company et al.*, 3:26-cv-01277 (D. Conn.) (the "Federal Case")), wherein Allco is also seeking to litigate its dispute over Eversource's charging of overheads and other interconnection-related disputes,[8] also in violation of the plain terms of the Settlement Agreement.[9]

On August 19, 2026, PURA granted Allco's Motion to Intervene.[10] Since the grant of intervenor status on August 19th, Allco has issued 17 sets of interrogatories encompassing approximately 222 discovery requests, most of which include numerous subparts, wherein Allco has continued to issue interrogatories on "overheads" and other interconnection-related disputes

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4 Settlement Agreement, Section 3(d) (emphasis added).

5 Docket No. 26-05-10, Motion to Intervene at 3.

6 This violation of the terms of the PURA-approved Settlement Agreement to which PURA is a party should be ruled a failure to obey or comply with a PURA order under the civil penalty statute, Conn. Gen. Stat. § 16-41.

7 Docket No. 26-05-10, August 7th Objection at 7.

8 Complaint at 9-10 & 12-13.

9 This should be ruled a separate failure to obey or comply with a PURA order under the civil penalty statute, Conn. Gen. Stat. § 16-41.

10 Docket No. 26-05-10, August 19, 2026, Motion No. 24 ruling at 2-3.

related to Allco's Complaint,[11] also in violation of the terms of the Settlement Agreement. Eversource has repeatedly objected to these interrogatories.[12]

Despite repeatedly breaching the terms of the PURA-approved Settlement Agreement to which PURA is a party, Motion No. 084, executed by Mr. Melone (a "Windham Affiliate Releasor") in his capacity as Chief Executive Officer of Allco, now essentially asks to PURA to ratify the aforementioned ***violations*** of the Settlement Agreement by asking PURA to overrule Eversource's federal litigation and Allco-specific objections and compel Eversource to submit complete responses relating to Allco's "overheads" dispute and other interconnection-related disputes related to its Federal Case.

Because the Settlement Agreement is still in-force as of the date of this response, and in light of Allco's ongoing violations of that Settlement Agreement, Eversource respectfully requests that PURA issue an order denying Allco's Motion No. 084, and requiring Allco to comply with the terms of the Settlement Agreement. In the alternative, PURA should deny Motion No. 084 because Allco should not be allowed to conduct discovery in this rate case proceeding on the subject matter of disputes pending in the Federal Case.

II. Even if PURA Declines to Issue an Order Directing Allco to Comply with the Terms of the 2021 Settlement Agreement, PURA Should Still Deny Allco's Motion No. 084.

Allco's Federal Case claims are not limited to "overheads" and other interconnection-related claims (i.e., interconnection queue-jumping claims, timely issuance of interconnection agreement claims, and timely issuance of interconnection refunds claims), but also include LREC/ZREC contract claims and SCEF Year 7 disqualification claims. On October 7, 2026, the federal court issued an order temporarily staying discovery on all of these claims in the Federal Case.[13] Here, Allco's Motion No. 084, filed in Eversource's rate case proceeding on October 13, 2026, less than one week after the federal court order temporarily staying discovery, seeks the same type of discovery from Eversource that Allco is now temporarily stayed from pursuing in its Federal Case. Allco's Motion No. 84 should be denied as an impermissible "end run" around the stay of discovery in its Federal Case.

The interrogatories listed in Allco's Motion No. 084, for which Allco requests PURA order Eversource to submit additional responses, are patently tailored to obtain information in support of Allco's claims in its Federal Case. Eversource responds to each interrogatory listed in Motion No. 084 as follows:

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[11] See, e.g., Docket No. 26-05-10, ALLCO-003 (overhead charges); ALLCO-007 (interconnection queue administration); ALLCO-017 (timely issuance of interconnection agreements);

[12] See, e.g., Docket No. 26-05-10, Eversource response to ALLCO-001.

[13] See, Federal Case Order dated October 7, 2026 (ECF No. 39).

- ALLCO-002, ALLCO-018, ALLCO-059, ALLCO-060, ALLCO-064, ALLCO-101, ALLCO-102, ALLCO-106, ALLCO-107, ALLCO-110, ALLCO-111, ALLCO-112, ALLCO-113, ALLCO-126, ALLCO-127, and ALLCO-128 seek information relevant to Allco's "overhead" claims in its Federal Case. ALLCO-101, ALLCO-107, ALLCO-110, and ALLCO-111 also seek information on Allco-specific projects that are the subject of its Federal Case.

  Although ALLCO-126, ALLCO-127, and ALLCO-128 seek specific information on Allco projects that are ***not*** the subject of its Federal Case, Eversource objects to providing such project-specific information, because not only is this information outside the scope of the proceeding, but the information could be used to amend the Complaint in Allco's Federal Case to bring new claims against the Company. In addition, ALLCO-064, ALLCO-102, and ALLCO-107 seek the identification of specific Eversource personnel. ***Eversource will not divulge employee names to Allco in the Company's rate case proceeding so that Allco can decide whether it wants to: amend the Complaint to include these employees as parties to Allco's Federal Case[14] and/or depose these employees when and if the stay of discovery in the Federal Case is lifted.***[15]

- ALLCO-004, ALLCO-005, ALLCO-104, ALLCO-105, and ALLCO-108 seek information relevant to Allco's timely issuance of refunds claims in its Federal Case. ALLCO-004, ALLCO-104, ALLCO-105, and ALLCO-108 also seek information on Allco-specific projects that are the subject of its Federal Case. In addition, ALLCO-104 and ALLCO-105 seek the identification of specific Eversource personnel. For the reasons stated above, Eversource will not divulge employee names to Allco in the Company's rate case proceeding.

- ALLCO-007 and ALLCO-120 seek information relevant to Allco's interconnection queue-jumping claims in its Federal Case.

- ALLCO-017, ALLCO-122, ALLCO-132, and ALLCO-135 seek information relevant to Allco's timely issuance of interconnection agreement claims in its Federal Case. ALLCO-017, ALLCO-122, and ALLCO-132 also seek information on Allco-specific projects that are the subject of its Federal Case.

In the above-listed interrogatories, even if an Allco discovery request seeks information on all interconnection projects, including Allco-specific projects, over a certain timeframe, it does not change the fact that the information is being sought to support Allco's claims in its Federal Case.

Furthermore, on October 19, 2026, Eversource filed its Motion to Dismiss the Complaint ("Motion to Dismiss") in the Federal Case, seeking the dismissal of claims that were brought in

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[14] In its Complaint, Allco lists Does 1-10 and states that these individuals "are unknown participants in the conduct alleged herein; [Allco] will amend to identify them on discovery." Complaint at 4.

[15] Allco has already sought to depose two Eversource employees and one former employee in the Federal Case. These depositions were also stayed as of October 7, 2026.

federal court in violation of the plain terms of the Settlement Agreement and the terms of mandatory dispute resolutions procedures in PURA-approved guidelines, agreements, and other program-specific documents.[16] Allco has 21 days to submit its response to Eversource's Motion to Dismiss.

Allco's Motion No. 084 should be denied because Allco must not be allowed to conduct discovery in the Company's rate case proceeding to support its forthcoming objection to Eversource's Motion to Dismiss in the Federal Case, nor for any claims that may survive dismissal. If the federal court grants Eversource's Motion to Dismiss, then Allco can elect to bring its disputes against the Company before PURA -- the appropriate forum for these disputes -- in a separate proceeding, at which time PURA can determine, based on the scope of that particular proceeding, what information, if any, the Company must provide to PURA to hear and decide such disputes.

Lastly, Allco's Motion No. 084 misrepresents the Company's position on Allco's discovery requests. It is the Company's position that disputes ***required*** to be brought before PURA pursuant to mandatory dispute resolution procedures in either the terms of the Settlement Agreement or the terms of PURA-approved guidelines, agreements, and other program-specific documents should be adjudicated by PURA, but ***not*** in the Company's rate case proceeding, and certainly ***not*** in a different forum, such as federal district court. On this basis, Eversource opposes the issuance of certain discovery requests in both this rate case proceeding and in Allco's Federal Case.

III. Eversource Has Responded to Allco's Interrogatories in Good Faith Despite Allco's Litigation Tactics in this Rate Case Proceeding.

Eversource has responded in good faith to Allco's interrogatories on topics that are: (1) reasonably within scope of the proceeding; and (2) not being litigated in Allco's Federal Case.[17] Eversource has also responded in good faith (while also objecting) to Allco's interrogatories on topics that are: (1) outside the scope of the proceeding; and (2) germane to Allco's business interests but not related to its Federal Case.[18] Eversource intends to continue to respond in good faith to such interrogatories, subject to any further direction from PURA.

Eversource has also responded in good faith (while also objecting) to many of Allco's interrogatories related to overheads and its other interconnection-related disputes that were issued in violation of the terms of the Settlement Agreement and are currently being litigated in the Federal Case. However, Eversource has only responded to these interrogatories to the extent that, in the reasonable judgment of the Company and/or its outside counsel, the response as submitted will not prejudice Eversource's defense in Allco's Federal Case against the Company. For this

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[16] See, e.g., Guidelines for Generator Interconnection at § 5.2 (Dispute Resolution Process); LREC/ZREC Standard Contract at § 17.3 ("The Parties agree that all disputes or issues arising out of this Agreement shall be brought to the Authority for resolution of the dispute . . . .").

[17] See, e.g., Docket No. 26-05-10, Eversource response to ALLCO-045 (Storms); Eversource response to ALLCO-046 (Return on Equity).

[18] See, e.g., Docket No. 26-05-10, Eversource response to ALLCO-095 (Load Reducers).

and the reasons set forth in Section II above, even if PURA declines to issue an order directing Allco to comply with the terms of the 2021 Settlement Agreement, PURA should still deny Allco's Motion No. 084.

Since July 28, 2026 (the day that the first set of interrogatories was issued in this docket), PURA, statutory parties, and intervenors have issued more than 2,000 interrogatories to the Company, and Eversource has responded in good faith to all these interrogatories. If interrogatories continue to be issued at this pace up until the end of rolling discovery on January 27, 2027, Eversource will have answered more than 4,000 interrogatories by the date of the first in-person hearing scheduled for February 1, 2027. No matter the number of interrogatories to be issued over the next three months, Eversource is committed to responding in good faith to all interrogatories issued in good faith that are within the scope of this proceeding.

However, Allco's actions in this rate case proceeding go beyond its stated interest as "a ratepayer and developer and owner of solar photovoltaic projects in Connecticut"[19] -- these actions border on abuse of process. Based on the following accounting of facts, it is not hyperbole at this point for Eversource to assert that part of Allco's litigation strategy so far in this rate case proceeding (in addition to obtaining evidence in support of its Federal Case) has been to try to force the Company to settle Allco's Federal Case on terms favorable to Allco:

- On September 24, 2025, Allco filed a Petition for Enforcement with FERC (in violation of the terms of the Settlement Agreement), seeking to initiate an enforcement action related to Eversource's charging of overheads on interconnection projects and alleged impermissible queue-jumping.[20]

- On November 21, 2025, FERC issued a Notice of Intent Not to Act, declining to initiate Allco's requested enforcement action and stating that Allco may itself bring an enforcement action in the appropriate court.[21]

- On August 1, 2026, Allco filed its Motion to Intervene in Eversource's rate case proceeding, raising issues about the charging of "overheads" and the retention of refunds, deposits, and performance assurance.[22]

- Nine days later on August 10, 2026, and almost nine months after FERC declined to initiate Allco's requested enforcement action, Allco filed the Complaint in its Federal Case, which also includes an enforcement action regarding "overheads" (but is not in the appropriate court). The timing between the filing of the Motion to Intervene and the Complaint

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19 Docket No. 26-05-10, Motion to Intervene at 3.

20 Allco Fin. Ltd., Pet. for Enforcement Under the PURPA of 1978, Docket Nos. EL25- 117 *et al.* (filed Sep. 23, 2025).

21 Allco Fin. Ltd., 193 FERC ¶ 61,149 at 1-2 (issued Nov. 21, 2025).

22 Docket No. 26-05-10, Motion to Intervene at 3.

suggests that Allco intended to defer the filing of its Complaint until the start of the Company's rate case proceeding.

- Since the grant of Allco's Motion to Intervene approximately two months ago on August 19, 2026, Allco has issued 17 sets of interrogatories encompassing a total of 222 separate discovery requests, most of which have numerous subparts. The subject matter of many of these discovery requests, including those that are the subject of Allco's Motion No. 084, is the same as the subject matter of Allco's claims in its Federal Case.

  In addition to being of the same subject matter, many, if not the vast majority, of Allco's discovery requests appear to have been generated by artificial intelligence ("AI"), given not only the volume of discovery issued, but also the length and complexity of the discovery requests.[23,24] This observation is further supported by the issuance of interrogatories by Allco trying to lay the groundwork for the use of AI models with the Company's confidential information, including its highly-confidential CEII.[25] ***Eversource will not consent to the use of its confidential information in any AI model.***

- Allco has also filed numerous motions,[26] supplements/comments,[27] and objections to the Company's motions for extensions of time and protected treatment of confidential information.[28]

Although the issuance of an order denying Motion No. 084 and directing Allco to comply with the terms of the 2021 Settlement Agreement will help alleviate the Company's abuse of process concerns, further action may be necessary in the near future to promote the orderly conduct

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[23] See, e.g., ALLCO-160 and ALLCO-161 (each of these interrogatories is over 1 page in length, analyzes prior responses, and contains numerous subparts).

[24] To the extent that Allco is using generative AI to create or edit any document filed with PURA, including motions, objections, and comments, Allco should be complying with the AI certification requirement in Connecticut Practice Book § 4-9.

[25] See, ALLCO-164 through ALLCO-170. Eversource anticipates that PURA will further assess the use of confidential utility information in AI models should a proceeding be initiated pursuant to Docket No. 26-10-XX, Joint Petition of William Tong, Attorney General for the State of Connecticut, and Claire E. Coleman, Consumer Counsel, for a Review of Artificial Intelligence Utilization, Data Security, and Cybersecurity in the Operations of Public Utilities, filed with PURA on October 13, 2026,.

[26] Docket No. 26-05-10, Motion No. 040, Motion of Allco to Compel Production (Sept. 2, 2026); Motion No.062, Motion of Allco to Compel Access to Protected Materials (Sept. 22, 2026); and Motion No. 084, the subject of this response.

[27] Docket No. 26-05-10, Motion No. 040, Reply of Allco in Support of Motion No. 040 (Sept. 16, 2026); Motion No. 040, Supplemental Reply of Allco in Support of Motion No. 040 (Oct. 13, 2026); Motion No. 043, Comments in Support of OCC's Motion for Clarification (Sept. 8, 2026); Motion No. 47, Comments on Eversource's Motion for Extension of Time to Reply to Motion No. 40 (Sept. 9, 2026); Motion No. 040, Second Supplemental Reply of Allco in Support of Motion No. 040 (Oct. 19, 2026).

[28] Docket No. 26-05-10, Motion No. 041, Objection to Eversource's Motion for Extension of Time (Sept. 3, 2026); Motion No. 045, Objection to Eversource's Motion for Protective Order (Sept. 8, 2026); and Motion No. 048, Objection to Eversource's Motion for Extension of Time (Sept. 10, 2026).

of the Company's rate case proceeding, particularly if Eversource's finite personnel resources will need to respond to approximately 4,000 interrogatories by January 27, 2027.

IV. Conclusion

Eversource respectfully requests that PURA issue an order denying Allco's Motion No. 084 and requiring Allco to comply with the terms of the in-force 2021 Settlement Agreement. Even if PURA declines to issue an order directing Allco to comply with the terms of the 2021 Settlement Agreement, PURA should still deny Allco's Motion No. 084 for the reasons set forth herein. In addition to the relief requested by the Company in this response, further action may be necessary in the near future to promote the orderly conduct of the Company's rate case proceeding.

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