Date Filed: November 02, 2026

Witness: Counsel
Request from: ALLCO

Question:

(Who receives the value of exported generation the Company pays for.) With respect to facilities whose entire output the Company purchases or credits under a PURA-approved tariff or contract and whose cost is recovered from all distribution customers through the Non-Bypassable Federally Mandated Congestion Charge or otherwise: (a) confirm that, under the treatment described in ALLCO-095(a), the wholesale energy value of that output is distributed to every load-serving entity in the load zone, including third-party suppliers that bear none of the tariff cost, in proportion to their load; (b) state, for each calendar year 2020 through 2025, the total megawatt-hours of such exported output in the Company's Metering Domain, the share distributed to Load Assets held by third-party suppliers, and the value of that share at the applicable hourly real-time locational marginal prices; (c) state whether the Company's Standard Service and Last Resort Service procurement and reconciliation reflect any credit for that output, and where; and (d) state whether any portion of the capacity value, forward-reserve value, or regional network service reduction associated with that output accrues to third-party suppliers, and quantify it. If the Company contends that it cannot perform any of these calculations, state what data would be required, whether the Company possesses it, and why the calculation was not performed before the Company asserted in ALLCO-098(c) and (d) that "[t]here is no cost-benefit asymmetry" and that existing mechanisms "already align" costs and savings.

Response:

Eversource objects to this request. The requested information regarding generation purchased by the Company under PURA-approved contracts is not probative of any material or disputed issue relevant to the Company's application in this proceeding, which PURA is conducting as a general distribution rate proceeding pursuant to Conn. Gen. Stat. § 16-19, to amend the Company's base-rate schedules. Absent such a connection, the requested information is not reasonably calculated to advance the evidentiary record upon which PURA must base its decision.

The purpose of discovery is to provide PURA, the parties, and intervenors with access to relevant, probative information necessary to develop a complete and accurate record -- not to allow repetitive or irrelevant requests that divert time and resources from that objective. By statute, administrative agencies must exclude "irrelevant, immaterial or unduly repetitious evidence." Conn. Gen. Stat. § 4-178(1); see also Conn. Agencies Regs. § 16-1-38(a). Connecticut judicial precedent explains that evidence is relevant only if it has a tendency to establish the existence of a

material fact. United Technologies Corp. v Commission on Human Rights & Opportunities, 72 Conn. App. 212, 229 (2002). Discovery must advance the efficiency of the proceeding and provide the factual foundation upon which an agency decision may rely. Therefore, a party is required to produce discovery documents only if they are "material and necessary to [an] action." Dotson v. Hartford Roman Catholic Diocesan Corp., No. CV106012742S, 2011 WL 1021745, (Conn. Super. Ct. Feb. 17, 2011) (citing, Berger v. Cuomo, 230 Conn. 1, 7 (1994)); see also Conn. Gen. Stat. § 4-177c(a)(1) (permitting discovery of "relevant and material records, papers and documents[.]").

Additionally, discovery "does not afford an open invitation to delve into [CL&P's] affairs". J. Pub. Co. v. Hartford Courant Co., 261 Conn. 673, 681 (2002). Allco "must be able to demonstrate good faith as well as probable cause that the information sought is both material and necessary" to this rate case. Id. Practice Book § 13-2, which defines the scope of discovery, provides in relevant part that a party may only seek discovery of nonprivileged information that is "material to the subject matter involved in the pending action . . . ." "It is axiomatic that [e]vidence is admissible only to prove material facts, that is to say, those facts directly in issue or those probative of matters in issue; ***evidence offered to prove other facts is immaterial***." Salmon v. Dept. of Public Health & Addiction Services, 259 Conn. 288, 316 (2002) (internal quotation marks omitted; emphasis added.)

Further, discovery may not be used to conduct an unrestricted search for information. As the Connecticut Supreme Court has explained, a party "should not be allowed to indulge a hope that a thorough ransacking of any information and material which . . . [CL&P] may possess would turn up evidence helpful to [his] case". J. Pub. Co. v. Hartford Courant Co., 261 Conn. at 681. Simiarly, "[i]nterrogatories should not be used to . . . permit a party to go on a fishing expedition." Mfr.'s Advert., Inc. v. Pancoast, 4 Conn. Cir. Ct. 668, 670 (1967) (internal quotation marks omitted).

Here, Allco's request pertains to generation purchased by the Company under PURA-approved contracts, which is not relevant to PURA's evaluation of either the Company's application as a whole or its proposed revenue requirement. Thus, the information requested in this interrogatory is not relevant or material to the Company's rate application as it does not advance the factual foundation upon which PURA's decision will rely. Office of Consumer Counsel v. Department of Public Utility Control, 44 Conn. Supp. 21, 26-27 (1994). As the information is irrelevant and immaterial, this discovery must be excluded. See General Statutes § 4-178(1); see also Conn. Agencies Regs. § 16-1-38(a).

In addition, the statutory 350-day timeframe for issuing a final decision on the Company's application, coupled with the volume of interrogatories issued, strongly weighs against devoting the time and resources of the parties and PURA to discovery that does not advance the resolution of this proceeding. Requiring the Company to collect, review, and produce information that has not been shown to be material or relevant would impose unnecessary administrative burdens and

divert resources from the important issues PURA must evaluate and resolve within the statutory timeframe. Accordingly, in the interest of the orderly and efficient conduct of this proceeding, Eversource respectfully requests that this objection be sustained.