Date Filed: November 02, 2026

Witness: Counsel
Request from: ALLCO

Question:

(The study agreements, the fees, and the ISO-NE cluster study schedule.) The Feasibility Study Agreement for the Spencer Hill Applications (Effective Date July 18, 2024; fee $7,500) stated that the feasibility results "will be included in an impact study agreement for a Level III T&D study with a cost of $75,000." The System Impact Study Agreement that followed (Effective Date September 18, 2024) priced the study at $85,000; its Exhibit B, § 6, required a PSCAD model; its Exhibit C stated "Duration of Study: ASO Study timelines," "[t]he study clock starts once a working model is received (PSCAD)," and "[t]he next ASO study is expected to begin in Fall 2025"; and the September 23, 2024 PowerClerk notice repeated that the project "will be included in the next available ISO-NE cluster study as determined by ISO-NE." In September 2025 the Company advised that the projects were waiting for a group transmission study "which will begin in January 2026," and that inclusion in the 2025 study would have required PSCAD models approved before October 2024 — a cut-off that appears in none of the documents just quoted. State: (a) how the $75,000 and $85,000 figures were determined, why the figure increased between July and September 2024, the components each covers (distribution system impact study, transmission study, PSCAD model review, ISO-NE charges, or other), the account in which the $85,000 is held, the amount expended against it to date with supporting detail, and whether any unexpended balance earns interest for the applicant; (b) the name, ISO-NE designation, scheduled and actual start date, scheduled and actual completion date, and number and aggregate megawatts of projects in each ISO-NE cluster, ASO, or group transmission study in which any Company distribution interconnection application has been included since 2022, and the study in which the Spencer Hill Applications are now included, with its current expected completion date; (c) the date on which the Company knew that models had to be approved by October 2024 for inclusion in the 2025 study cycle, why that cut-off was not stated in the September 2024 agreement or notice, and the date on which it was first communicated to the applicant; (d) the number of applications that missed inclusion in an ISO-NE study cycle since 2022 because a Company requirement or cut-off was communicated after the cycle closed, and the resulting delay for each; and (e) whether the "ASO Study timelines" that govern the duration of the study under Exhibit C are published, and if so produce the schedule in effect on September 18, 2024 and today.

Response:

Eversource objects to this request. The requested information regarding a specific interconnection application, as well as an overly broad, unduly burdensome, and repetitive request concerning other third-party interconnection applications, 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 pertaining to a specific interconnection application, as well as its overly broad, unduly burdensome, and repetitive request concerning other third-party interconnection applications, 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)[1]. 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.

[1] PURA has also previously ruled that interrogatories must pertain to the evidence and testimony submitted by a witness in the proceeding. See, Ruling on Motion No. 73, Docket No. 23-11-02, Application of Connecticut Natural Gas Corporation and The Southern Connecticut Gas Company to Amend Their Rate Schedules, April 3, 2024, citing, General Statutes § 4-177c(a)(2); Motion Ruling Nos. 15 and 17, Jan. 2, 2009, Docket No. 08-07-15, Petition of the Office of Consumer Counsel for Enforcement of Quality of Service Standards for The Southern New England Telephone Company d/b/a AT&T Connecticut.