Date Filed: November 02, 2026

Witness: Counsel
Request from: ALLCO

Question:

INT-60394 was submitted on February 28, 2022 for 2,000 kW AC, which was reduced to 1MW by the applicant. After the applicant reduced the project to 1,000 kW, the Company issued a Contingent Approval dated July 9, 2024 and an Interconnection Agreement whose Appendix G, estimated construction cost at $281,719, composed of "New Service and recloser $241,137," "CIAC - 16% … $38,582," and a $2,000 witness test, and which noted that "additional upgrades will be required if the project ahead in the queue does not proceed," including conversion of Spencer Street and Spencer Hill Road from 4.8 kV to 23 kV and station regulator upgrades at Winsted 33B and Huntington Road 28P. The applicant returned the executed Interconnection Agreement and Schedule of Milestones on September 6, 2024. State: (a) whether the Company has countersigned that Interconnection Agreement, and if so the date and the date it was transmitted to the applicant; if not, why not, and what the PowerClerk status "Awaiting Fulfillment of Milestone Requirements and Municipal Approval" contends remains outstanding; (b) the Company's practice and average elapsed time, for all applications since January 1, 2020, between receipt of a generator-executed Interconnection Agreement and the Company's countersignature, and the number of agreements that have remained uncountersigned for more than 90 days, 180 days, and one year; (c) what the "CIAC - 16%" line represents, how the 16 percent rate was derived, whether it is the same percentage overhead that the Company's December 2024 Final Accounting Reports for other Allco clusters described as having been "allocated at time of deposit" and "refunded in full," and the percentage applied to every Interconnection Agreement issued in each year 2020 through 2026; and (d) the identity (anonymized) and status of the "project ahead in the queue," the estimated cost of the upgrades it is responsible for, the deadline by which it must proceed, and the written procedure by which those costs would be reassigned to INT-60394, or any other later applicant if it does not.

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.