Date Filed: October 26, 2026

Witness: Christopher Leigh, Craig Dikeman, Sean P. Noonan and Matthew J. Correia
Request from: ALLCO

Question:

(Contractors.) For each Contractor, and specifically for Burns & McDonnell Engineering Company, Inc., Keegan Werlin LLP, Day Pitney LLP, TCDI, London Economics International LLC, Berkeley Research Group, and Alden Systems: (a) state whether the Contractor's agreement with the Company or ESC, or any non-disclosure or data-security agreement it has executed, prohibits the Contractor and its personnel from using AI Tools in connection with Company confidential information, customer information, or CEII, and produce each such provision; (b) if no such prohibition exists, state what restrictions, if any, apply and how the Company verifies compliance; (c) state whether the Contractor's agreement contains a liquidated-damages provision for unauthorized disclosure and, if so, its amount, and whether it contains the $50,000-per-document liquidated-damages term, the $10 million cyber-liability insurance requirement, or the prohibition on use of information "in any AI model" that the Company has required of intervenors in this docket; (d) state whether the Company knows or has inquired whether the Contractor uses AI Tools in performing work for the Company that involves confidential information or CEII, and the result of any inquiry; and (e) identify each Contractor that has received CEII of the Company since January 1, 2024, the CEII-handling requirements imposed on it, and whether those requirements include any restriction on AI Tools.

Response:

Eversource objects to this request on the basis of relevance and administrative burden. In terms of relevance, this request seeks information that is not relevant to any request of the Company 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. This discovery request is seeking information regarding non-disclosure agreements that the Company has executed with various consultants, parties and intervenors in this proceeding, as well as seeking information that is pertinent only to ALLCO and its own business interests, which are inappropriate and irrelevant lines of inquiry for this proceeding.

Under Connecticut case law, 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 hearing 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)).

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.)

Also, Allco "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. "Interrogatories 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).

The information requested in this interrogatory is not 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).

Considering the statutory 350-day timeframe to issue a final decision on the Company's application and the number of interrogatories issued in this proceeding to-date, the litigation of issues irrelevant to the Company's application threatens to adversely impact the orderly conduct of this proceeding.[1]

Without waiving any aspect of this objection, the Company states that effective June 22, 2026, the Company's standard Consulting Services GTCs include contractual protections responsive to the principal AI, confidentiality, customer-information, and CEII concerns identified in the question. Sections 6.10 restricts the Consultant and third parties from using Owner Information in connection with the development, training, fine-tuning, testing, validation, improvement, modification, or operation of AI technology, except to provide the contracted services solely to the Company. These protections are supplemented by the confidentiality and incident-notification

[1] Allco previously litigated renewable energy projects as load reducers in the Company's Docket No. 24-01 03, Revenue Adjustment Mechanism proceeding. See, Docket No. 24-01-03, Eversource responses to ALLCO-04, and ALLCO-027. Eversource objected to both of these questions.

requirements in Sections 34, the personal-data protections in Section 20, the audit rights in Sections 45 and 46, and the CEII-specific requirements in Section 34.

The legal service firms identified in this question are responsible to follow the Guidelines and Billing Requirements for Outside Counsel which were provided as in response to ALLCO-024[i] in ALLCO-024, Attachment 1 – CONFIDENTIAL. These billing guidelines outline the Eversource legal department's expectations that our outside counsel firms will comply with these Guidelines & Requirements. This document outlines the Company's expectations for: use of artificial intelligence tools; confidential information and confidential business information, including Critical Infrastructure Information (CII) and Critical Energy Infrastructure information (CEII); and professional liability insurance.

Prior Referenced Response:

[i] ALLCO-024 Question:

Produce all policies, procedures, guidelines, or criteria in effect at any time from 2018 to the present governing the selection, engagement, and management of outside counsel for the Company or ESC — including any policy addressing whether legal services are subject to the Company's competitive procurement requirements, any approved or preferred law firm panel, rate negotiation or billing guidelines, and matter budgeting requirements — and identify, by title, who has authority to engage outside counsel and any applicable dollar approval thresholds.

ALLCO-024 Response:

The Eversource Legal Department provides its expectations, guidelines, and billing requirements for outside counsel in a formal document published on its Thomson Reuters Legal Tracker ("Tracker") electronic billing system site for outside law firms to review and comply with upon opening a new matter and prior to submitting any invoices to Eversource. Please refer to ALLCO-024, Attachment 1 CONFIDENTIAL, for the document in place during the Rate Year, entitled, 2025 Eversource Energy Legal Department Guidelines and Billing Requirements for Outside Counsel. The Test Year in this rate case proceeding is calendar year 2025.

Eversource engages experienced outside counsel, where necessary, to address legal needs that require specialized expertise or incremental resources to assist the Company in matters where special expertise is required or where the scope or volume of a particular matter exceeds the capacity of the in-house legal team. For each matter in which outside counsel is engaged, the Eversource attorney responsible for the matter will define the scope of the assignment and the anticipated objectives to be attained. Eversource provides active involvement and oversight on any matter in which outside counsel is involved throughout the entire course of the engagement and seeks to achieve an effective partnership with outside counsel to ensure the best results with maximum efficiency. Per the Eversource Procurement Manual, legal services are not subject to the competitive bid or sole source requirements. However, along with strategic and tactical considerations, suitability and capability for the issue(s) or subject matter involved, logistical considerations, and availability, among other factors, cost, rates, and overall value are a significant consideration in the Company's evaluation of external law firms. Please refer to EOE-046, Attachment 7, through EOE-046, Attachment 21, for copies of the Eversource Procurement Manual.