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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 – **Additional Information in Support of Objections to Motion Nos. 084 & 099**

Dear Mr. Gaudiosi:

The Connecticut Light and Power Company d/b/a Eversource Energy ("Eversource" or the "Company") respectfully submits this filing in response to a directive of the Public Utilities Regulatory Authority ("PURA") in correspondence dated November 3, 2026 ("November 3rd Correspondence"), for additional information in order to rule on Motion Nos. 084 and 099 filed by Allco Finance Limited Inc. ("Allco") in the above-referenced proceeding. Specifically, the directive requires Eversource to submit "Table 1: Eversource Objections" containing the following information for each interrogatory listed in Motion Nos. 084 and 099: Interrogatory No.; Subpart (if applicable); Information Sought; Objection Type; and Legal Authority. The Company hereby provides a modified "Table 1: Eversource Objections" as Attachment 1 to this filing and describes the modifications made to the requested table.

Eversource must first clarify two additional points in the November 3rd Correspondence. First, there is a misunderstanding with respect to the Company's October 20, 2026, objection to Motion No. 084 ("Motion No. 084 Objection"). The November 3rd Correspondence states "Eversource argues that Allco's participation in this docket amounts to litigating its dispute with Eversource 'over Eversource's charging of overheads and other interconnection-related disputes, in violation of the plain terms of the [2021] Settlement Agreement.'"[1] This characterization is not accurate. The quoted language from the Company's Motion No. 084 Objection omits the citation to page 3 of Allco's August 1, 2026, Motion to Intervene, which is where Allco, in paragraph 8, raised its intention to litigate its overheads and other interconnection-related disputes in the Company's rate case proceeding. Thus, the quoted language was specific to the issues in paragraph 8 on page 3 of Allco's Motion to Intervene, and not to Allco's general participation in this proceeding.

[1] November 3rd Correspondence at 2 (quoting Motion No. 84 Objection at 2).

Second, there appears to be other misunderstandings with respect to the Company's interpretation of the 2021 Settlement Agreement.[2] The November 3rd Correspondence states:

> First, the Authority is not persuaded by Eversource's argument that the 2021 Settlement Agreement prevents Allco from issuing interrogatories on any topic related to the 2021 Settlement Agreement in this proceeding. The provision cited by Eversource provides a method by which a dispute arising from a distribution interconnection agreement can be resolved. The 2021 Settlement Agreement does not expressly or impliedly prohibit Allco from participating in dockets in which Allco is an intervenor, particularly where the docket relates to setting future rates for a utility.[3]

Eversource does ***not*** argue that Allco is prevented from issuing interrogatories on "any topic" related to the 2021 Settlement Agreement. The Company has been consistent in its position that the 2021 Settlement Agreement does not allow Allco to litigate its interconnection-related disputes in this proceeding.[4]

The above-quoted paragraph also appears to interpret the language in Section 3(d) of the 2021 Settlement Agreement, as quoted in the Company's Motion No. 084 Objection, as one of several options to resolve Allco's disputes. If that description is accurate, Eversource disagrees with such an interpretation. In Section 3(d) of the 2021 Settlement Agreement, the parties thereto agreed that such disputes "***will*** follow the dispute resolution process in such Distribution Interconnection Agreement which ***shall*** be resolution by the Authority pursuant to a petition for declaratory ruling."[5] Pursuant to the clear and unambiguous language of the 2021 Settlement Agreement, there is but one agreed upon method to resolve Allco's overheads and interconnection-related disputes.[6]

However, Eversource agrees that the 2021 Settlement Agreement does not explicitly or implicitly prohibit Allco from participating as an intervenor in this proceeding. The Company's filings in response to Motion Nos. 084 and 099 do not argue this point. As evidenced in Section I, below, Eversource has fully or partially responded to many interrogatories and subparts to interrogatories issued by Allco that relate to topics in the 2021 Settlement Agreement. Further,

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[2] Eversource previously submitted a clarification with respect to the 2021 Settlement Agreement as directed by PURA in the November 3rd Correspondence. See, Eversource Clarification in Response to PURA Response to Motion Nos. 084 & 099, dated November 5, 2026.

[3] November 3rd Correspondence at 5.

[4] See, Motion No. 084 Objection at 2, 3, 5 & 8; Eversource's October 27, 2027, supplemental response to Motion No. 084 at 1 & 3.

[5] 2021 Settlement Agreement at 5 (emphasis added).

[6] "A settlement agreement . . . is a contract among the parties." Ackerman v. Sobol Family P'ship, LLP, 298 Conn. 495, 532 (2010). "Where the language of the contract is clear and unambiguous, the contract is to be given effect according to its terms." Niehaus v. Cowles Business Media, Inc., 263 Conn. 178, 189 (2003).

Eversource has fully responded to interrogatories that relate to topics in the 2021 Settlement Agreement and are not included in Motion Nos. 084 and 099.[7]

To address the Company's above-stated concerns, Eversource proposes the following:

> If PURA overrules the Company's objection(s) to any interrogatory or subpart to an interrogatory that seeks information relevant to an Allco interconnection dispute, Eversource requests that PURA allow the Company to submit a fully-anonymized, non-Allco example that is responsive to the question.

Because the Company follows the same processes for all interconnection customers, the response will provide information on the Eversource's interconnection processes without violating the terms of the 2021 Settlement Agreement.

Based on the Company's review of: (1) the November 3rd Correspondence, (2) Motion Nos. 084 and 099, and (3) Eversource's responses to interrogatories, to provide PURA with the information necessary to rule on Motion Nos. 084 and 099, Eversource has added two columns to this table and incorporated analysis of legal authority into this letter and provides the following rationale for these modifications:

I "Answered" Column

In preparing "Table 1: Eversource Objections," the Company determined that many of the interrogatories/subparts at issue in Motion Nos. 084 & 099 have been fully answered. Because it is unnecessary for PURA to compel a response to a fully-answered interrogatory/subpart, the Company added an "Answered" column to the table. There are three possible inputs for this column: "No," "Partially," and "Fully." "No" means that the Company did not respond to the interrogatory/subpart; "Partially" means that the Company partially responded to the interrogatory/subpart; and "Fully" means that the Company fully responded to the interrogatory/subpart. Eversource added the column described in Section II below to, among other reasons, add context to each response, because "Fully" can mean, for example, answered the subject interrogatory/subpart in full, in a response to a different interrogatory, or to the extent the Company is able to answer the interrogatory/subpart. This column in the table reflects that Eversource has fully or partially responded to many of the interrogatories/subparts at issue in Motion Nos. 084 and 099.

II. "Additional Information/Analysis" Column

In addition to providing context to the extent an interrogatory/subpart has been answered, the Company determined it should provide some rationale as to the applicability of the objection(s) listed in the "Objection Type" column, particularly with respect to a "Requires Creation of Analysis Not Readily Available" objection. Eversource primarily added this column to provide the necessary rationale. Also, Eversource has identified certain interrogatories/subparts to which

[7] See, e.g., Eversource response to ALLCO-006 (deposits, performance assurance, and security held from developers, QFs, and interconnection customers as of the end of the test year).

the Company can submit a response. For these interrogatories/subparts, Eversource has proposed responses, in bold, subject to PURA's ruling on Motion Nos. 084 and 099.

III. "**Legal Authority" Column**

The Company provides, below, the relevant standard under the Uniform Administrative Procedure Act for each potential objection in the "Legal Authority" column.

a. ***Relevance and Materiality***. By statute, discovery in a contested administrative proceeding only extends to "*relevant and material* records, papers and documents." Conn. Gen. Stat. § 4-177c (emphasis added). PURA is to exclude irrelevant or immaterial evidence. Conn. Gen. Stat. § 4-178(1) ("[T]he agency shall, as a matter of policy, provide for the exclusion of irrelevant [or] immaterial . . . evidence."); Conn. Agencies Regs. § 16-1-38(a) ("[T]he presiding officer shall, as a matter of policy, exclude irrelevant [or] immaterial . . . evidence.").

Relevant evidence is "evidence that has a logical tendency to aid the trier in the determination of an issue . . . . One fact is relevant to another if in the common course of events the existence of one, alone or with other facts, renders the existence of the other either more certain or more probable." Recycling, Inc. v. Comm'r of Energy & Env't Prot., 179 Conn. App. 127, 154 (2018) (quoting Merchant v. State Ethics Commission, 53 Conn. App. 808, 822, 733 A.2d 287 (1999)). Evidence is material if it bears on a fact that matters to the agency's determination; evidence that has no logical tendency to aid resolution of the issues before the agency may be excluded as immaterial. Cf. Salmon v. Dep't of Pub. Health & Addiction Servs., 259 Conn. 288, 316 (2002) ("It is axiomatic that evidence 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." (citation modified)).

b. ***Unduly Repetitious Evidence***. PURA may exclude evidence that is unduly repetitious. Conn. Gen. Stat. § 4-178(1) (providing authority for the exclusion of "unduly repetitious evidence"); Conn. Agencies Regs. § 16-1-38(a) (same); see also Pomeroy v. Dibenedetto, No. 30 20 03, 1990 WL 283772, at *1 (Conn. Super. Ct. Oct. 25, 1990) (granting protective order against discovery requests that sought "substantially the same information" already furnished to other parties, because "[t]he defendant's duplicate requests for discovery is oppressive, constitutes an undue burden and is clearly an abuse of the process"); Rivera v. Rowland, No. CV 950545629S, 1997 WL 403138, at *2 (Conn. Super. Ct. July 3, 1997) (finding that an interrogatory that was "largely duplicative" of an earlier interrogatory and holding that the responding parties "need not separately comply with this interrogatory because of its duplicative nature").

c. ***Privilege***. PURA "shall give effect to the rules of privilege recognized by law in Connecticut." Conn. Agencies Regs. § 16-1-38(a); see also Conn. Gen. Stat. § 4-178(2).

Attorney-client privilege. The privilege "protects both the confidential giving of professional advice by an attorney acting in the capacity of a legal advisor to those who can act on it, as well as the giving of information to the lawyer to enable counsel to give sound and informed advice." Olson v. Accessory Controls & Equip. Corp., 254 Conn. 145, 157 (2000). In the corporate context, the privilege applies when (1) the attorney acts in a professional capacity for the corporation, (2) the communication is made to the attorney by a current employee or official of the corporation, (3) the communication relates to legal advice sought by the corporation, and (4) the communication is made in confidence. Blumenthal v. Kimber Mfg., Inc., 265 Conn. 1, 10–11 (2003).

Work product. The work-product doctrine encompasses "the result of an attorney's activities when those activities have been conducted with a view toward litigation." Metro. Life Ins. Co. v. Aetna Cas. & Sur. Co., 249 Conn. 36, 52 n.17 (1999); see also Bianco v. Denning, No. FST-CV20-6045111-S, 2021 WL 4906070, at *2 (Conn. Super. Ct. Sept. 20, 2021). The doctrine protects "interviews, statements, memoranda, correspondence, briefs, mental impressions, personal beliefs and countless other tangible and intangible [items]." Barksdale v. Harris, 30 Conn. App. 754, 760 (1993) (citation modified).

d. Publicly Available. Section 4-177c(a)(1) gives a right to discovery in a contested administrative proceeding only for records "not in the possession of the party" requesting them. Relatedly, Connecticut civil practice more broadly permits discovery if the information "can be provided by the disclosing party . . . with substantially greater facility than it could otherwise be obtained by the party seeking disclosure." Roe 1 v. Boy Scouts of Am. Corp., 147 Conn. App. 622, 629, 84 A.3d 443 (2014) (quoting Practice Book § 13-2).

e. Overly Burdensome. Stemming from its authority to "exclude irrelevant, immaterial or unduly repetitious evidence," PURA may exclude evidence that would cause a party undue burden to produce. See Conn. Gen. Stat. § 4-178(1); Conn. Agencies Regs. § 16-1-38(a); cf. Practice Book § 13-5 (providing for the Superior Court to issue a protective order to prevent "undue burden or expense"); Howard P. Fairfield LLC v. Cives Corp., No. X07-HHD-CV19-6160194-S, 2023 WL 3993055, at *2–3 (Conn. Super. Ct. June 6, 2023) (granting protective order where "the production . . . is an undue burden to the plaintiff" and the request was "too broad" and where a request for production was not "reasonably calculated to lead to the discovery of admissible evidence").

f. Requires Creation of Analysis Not Readily Available. The statute authorizing discovery in a contested administrative proceeding allows for a party "to inspect and copy relevant and material records, papers and documents," but it does not require the *creation* of records. Conn. Gen. Stat. § 4-177c(a). Therefore, a party may object to a discovery request that would require it to create documents, papers, or records. Cf. Steel v. Bosse, No. KNL-CV13-6018504-S, 2014 WL 5356704, at *2 (Conn. Super. Ct. Sept. 23, 2014) (holding in the general civil context that "[n]o documents which do not exist are required to be created so as to comply with the plaintiff's request."). To require a party to create analysis not readily available would also be overly burdensome for the reasons articulated above.

Very truly yours,

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On behalf of Connecticut Light and Power Company d/b/a Eversource Energy

cc: Service list