Date Filed: November 02, 2026

Witness: Counsel
Request from: ALLCO

Question:

(Follow-up to ALLCO-109 — Burns & McDonnell charges to interconnection work orders.) The response states that Burns & McDonnell "employees charge their time to individual work orders" and that "[t]he charges are applied against the customer payments," and that its costs are not recovered through the $1.257 million program administration cost identified in ALLCO-010. State: (a) for each calendar year 2020 through 2025, the total Burns & McDonnell charges applied to distributed-generation interconnection work orders, the number of work orders so charged, the hourly rates charged by labor category, and any markup, fee, or multiplier applied; (b) whether any portion of Burns & McDonnell's cost is also included in the pools from which the ZGS, ZAS/AS&E, ZNP, or any other loader described in ALLCO-102, Attachment 1, is derived, and if so how double recovery from a customer-funded work order is prevented; (c) whether the customer is informed, in the estimate, the Interconnection Agreement, or the final accounting report, that contractor project-management time will be charged to the work order in addition to the percentage overhead, and where; (d) the agreement(s) under which Burns & McDonnell performs the functions described, including statements of work and rate schedules, which ALLCO-109 asked the Company to produce and which it did not; and (e) the Burns & McDonnell charges applied to each work order associated with the Fisk, Plainfield, Voluntown 1240, and Bilton clusters and to INT-60394, INT-90809 and INT-90811, by year. If the Company maintains its objection to subpart (e), answer subparts (a) through (d) as to all customers.

Response:

CL&P objects to this request on the ground that it is an improper effort by ALLCO to use this rate case proceeding to obtain discovery for purposes of a lawsuit that it filed against the Company on August 10, 2026, in the United States District Court for the District of Connecticut (Civil Action No. 3:26-cv-1277), outside of and in contravention of the rules of procedure that govern discovery in that lawsuit.

CL&P further objects to this request on the ground that it is not within the scope of the proceeding to review the Company's application to amend its existing rates schedules because the interrogatory either seeks information specific to Allco projects or seeks information that Allco views as relevant to its specific projects.