Date Filed: November 02, 2026

Witness: Counsel
Request from: ALLCO

Question:

(Follow-up to OCC-894 — performance assurance "sacrifices" credited to the NBFMCC.) OCC-894 states that "[p]erformance assurance amounts which are forfeited under the terms of customer contracts or tariff agreements are listed as 'sacrifices' within itemized clean energy program costs submitted for recovery through the Non-Bypassable Federally Mandated Congestion Charge," and reports LREC/ZREC sacrifices of $714,166 (2021), $676,023 (2022), $820,564 (2023), $652,334 (2024) and $68,156 (2025), SCEF sacrifices of $40,000 (2023), $374,750 (2024) and $424,975 (2025), and NRES sacrifices of $3,400, $239,793 and $412,918 for 2023–2025. For each calendar year 2021 through 2026 (year to date) and each program, state in native format for every amount treated as a sacrifice: (a) the contract or tariff agreement identifier, the counterparty (which may be anonymized other than Allco and its affiliates), the date the amount was received, the date and amount of the forfeiture, the contract or tariff provision invoked, and the Company officer who approved the forfeiture; (b) whether the counterparty had, before the forfeiture, declared force majeure, requested an extension, invoked a dispute-resolution provision, or otherwise disputed the Company's right to the funds, and whether any forfeited amount has since been returned, credited, or is the subject of a pending claim; (c) the RAM docket, exhibit, and line in which the sacrifice was submitted for recovery and the amount by which it reduced the NBFMCC revenue requirement; (d) the FERC account in which the funds were held before forfeiture and the account to which they were transferred, and whether interest was accrued or credited at any point; (e) specifically, whether any amount received from Allco Finance Limited, Ecos Energy LLC, PLH Vineyard Sky LLC f/k/a PLH LLC, Windham Solar LLC, or any project-level affiliate — including the Performance Assurance of $367,169.88 posted under the October 21, 2020 REC contracts and the equal amount posted with the March 31, 2023 extension requests, the Development Period Security under the April 12, 2021 power purchase agreements, the Operating Period Security under the three agreements terminated March 31, 2023, the Development Period Security under the four agreements the Sellers terminated effective July 23, 2024, and the $225,000 of SCEF Year 6 bid deposits wired March 5, 2025 — has been treated as a sacrifice, recorded as program revenue, or submitted for recovery in any docket, and if so the year, docket, exhibit, and amount; (f) with respect to the statement that "[n]o amounts were returned to SCEF program customers" because Development Period Security "was applied toward and converted into the Operating Period Security," state how bid deposits for bids that were not selected — which Section 3.5 of the SCEF Program Manual requires the EDC to return — are recorded, how many such deposits were received and returned in each SCEF solicitation year, the aggregate amount of unselected-bid deposits held at year-end 2025 and at the most recent date available, and the reason any such deposit has been held more than 60 days after selection results; and (g) whether the

Company contends that a forfeiture it has credited to ratepayers through the NBFMCC must be reversed through the same mechanism if the counterparty prevails in a dispute over it, and how that contingency is reflected in the Company's accounts.

Response:

CL&P objects to this request. The requested information regarding performance assurance "sacrifices" credited to the NBFMCC 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. In addition, this request seeks information that is not probative of any material issue presented by 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. Similarly, "[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 seeks information on performance assurance "sacrifices" that has no relevance to PURA's evaluation of the Company's application, generally, or its proposed revenue requirement, specifically. 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 and the volume of interrogatories issued, strongly weighs against devoting the parties' time and resources to discovery that does not advance the resolution of the Company's application. Requiring the Company to collect, review, and produce information that has not been shown to be material would impose unnecessary administrative burdens and divert resources from the issues PURA must resolve within the statutory timeframe. Accordingly, in the interest of the orderly and efficient conduct of this proceeding, Eversource respectfully requests that the 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.