Date Filed: October 01, 2026

Witness: John P. DiPaola-Tromba, Sean D. Redding and Jenna Turner
Request from: Office of Education, Outreach, and Enforcement

Question:

(MS24A-VENDOR-TREE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibits CLP-1A-13 through CLP-1A-14. The Company reported 17 incremental charges for the Lewis Tree Service Inc vendor for crews that traveled from Maryland for a total cost of $229,350 (Rows: 332-346, 348, and 351). Respond to the following:

a. Explain why the vendor commenced travel on January 8, 2024, from Baltimore Maryland when the storm was not anticipated to impact the state until the afternoon of January 9, 2024.
b. Provide an unlocked Excel spreadsheet calculating the incremental cost impact for the vendor's billing of seven hours of standby on January 9, 2024, for both labor and equipment.
c. Explain why the vendor was permitted to bill for 12 hours of travel on January 8, 2024 (mobilization) and 12 hours on January 11, 2024 (demobilization) when the vendor's own documentation demonstrates that they took a longer distance (i.e., 346 miles) which only required 5 hours, 45 minutes (see e.g., Ex. CLP-1A-13 p. 40), or less than 7.5 hours after applying a 1.3 factor increase.
d. Provide an unlocked Excel spreadsheet calculating the incremental cost impact for the vendor's billing of nine hours (i.e., the additional 4.5 hours of both mobilization and demobilization) for both labor and equipment.
e. Cite the contract provisions that permit the vendor to bill for both mileage and for vehicle usage during mobilization and demobilization. If not defined within the contract, explain why the vendor was permitted to bill for both costs.

Response:

a. In accordance with the Final Order issued in Docket No. 20-08-03, the Company is required to pursue and secure resources as soon as possible to ensure it has the necessary resources well in advance of storm events. However, this can become challenging during events that are regional in nature where other utilities are competing for additional crews. To overcome this obstacle, the Company must negotiate with external vendors to guarantee their support to the Company over other utilities in the region. Therefore, the Company may agree to compensation leading up to the anticipated storm event to acquire resource commitments.

The forecast for the January 9-10, 2024, winter storm event indicated heavy snow, rain, flooding, and high winds to the Company's service territory and, more broadly, New England and the surrounding Northeastern region. Given several other states were actively looking for additional support from external tree crews, the Company needed to aggressively engage tree crew vendors in advance of the storm impacting Connecticut. The Company verbally agreed to reimburse the vendor for a portion of their time on January 9th, 2024, in advance of the crews being deployed to CT in order to acquire the extra resources to respond to the winter event projections.

b. Please refer to EOE-225, Attachment 1 CONFIDENTIAL, for the requested labor and equipment calculations.

c. Please refer to the Company's response to EOE-130[i], which explains that Google Maps and its underlying algorithms do not incorporate vehicle sizes and dimensions, the safe operating speed of contractor vehicles traveling in a convoy, fuel capacity/efficiency, activities that do not include actual driving, such as refueling, safety rest breaks, and meal breaks, and/or different commercial vehicle types (e.g., pick-up trucks, various sized bucket trucks, including diesel models, etc.) in travel time calculations. The aforementioned factors and variables are known to impact travel time. The maps are provided as a reference to substantiate the miles and travel time billed and are compiled during the invoice creation process and do not reflect weather/traffic-related delays during the actual mobilization and demobilization process.

d. The equipment rate was not billed during mobilization and demobilization. Please refer to EOE-225, Attachment 2 CONFIDENTIAL, for the requested labor calculations.

e. The vendor was not permitted to bill for both mileage and equipment rates during mobilization or demobilization. The vendor charged mileage during mobilization and demobilization and charged equipment rates while operating in the Company's service territory.

Prior Referenced Response:

[i] EOE-130 Question:

(VENDOR TRAVEL) Explain the Company's travel review process for external vendors to include any assumptions for determining whether mobilization/demobilization travel time would be considered reasonable (i.e. in relation to Google/MapQuest estimates), how estimates would be increased by escalation factors, whether the review process differs for different vendors or types of vendors, and whether the Company has performed a study supporting that policy. Additionally, identify if the Company has changed its position outlined within its supplemental response to OCC-41 from Docket No. 25-12-13.

EOE-130 Response:

The Company applies the formula described below to determine whether line and vegetation crews can mobilize, travel and arrive on a timeline to assist productively in restoration.

The Company uses a formula to calculate daily travel time capability of a line crew traveling at 60 mph for 10 hours (maximum drive time), or approximately 600 miles per day. Based on the expected duration of the restoration, the Company will procure crews factoring in this travel time when validating invoices. The Company looks at the location of mobilization, the 600 miles per day and any external factors that may come into play to determine what is a reasonable travel time when reviewing and approving invoices.

Application of the above formula combined with the overall projected impact of the weather event (i.e. duration of restoration, number of potentially impacted states, availability of local or regional resources) enables the Company to determine, on an event by event basis, what travel time is reasonable. Due to size, refueling and possible weather/traffic delays, actual daily mileage of a bucket truck may differ from 600 miles per day.

Google Maps is a useful reference point for determining travel time. However, the accuracy and reliability of Google Maps data is subject to qualification in its terms of use, and therefore it should not be relied upon as the exclusive measure of reasonable travel time. In Docket No. 25-12-13 the Company responded to OCC-041 and associated attachments provided here for reference as EOE-130, Attachment 1. Page 2 of OCC-041-SP01, Attachment 1, (which is page 4 of 24 of EOE-130, Attachment 1), is the Google Maps End User Additional Terms of Service ("Google Maps T&Cs"), and states that: "When you use Google Maps map data, traffic, directions, and other content, you may find that actual conditions differ from the map results and content, so exercise your independent judgment and use Google Maps at your own risk." The Google Maps T&Cs further provide that end users of Google Maps must accept the Google Terms of Service, which is attached hereto as OCC-041-SP01, Attachment 2, (which is page 5 of 24 of EOE-130, Attachment 1). Page 13 of OCC-041-SP01, Attachment 2, (which is page 17 of 24 of EOE-130, Attachment 1), presents the following warranty disclaimer:

> TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE PROVIDE OUR SERVICES "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FOR EXAMPLE, WE DON'T MAKE ANY WARRANTIES ABOUT THE CONTENT OR FEATURES OF THE SERVICES, INCLUDING THEIR ACCURACY, RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS.
>
> DON'T RELY ON THE SERVICES FOR MEDICAL, LEGAL, FINANCIAL, OR OTHER PROFESSIONAL ADVICE. ANY CONTENT REGARDING THOSE TOPICS IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR ADVICE FROM A QUALIFIED PROFESSIONAL.

As the Company has explained in its response to several discovery responses in Docket Nos. 24-03-30 and 25-12-13, all provided here for ease of reference as EOE-130, Attachment 2, (see, e.g., OCC-031; EOE-501; EOE-517; EOE-536; and EOE-0590), Google Maps and its underlying algorithms do not incorporate vehicle sizes and dimensions, the safe operating speed of contractor vehicles traveling in a convoy, fuel capacity/efficiency, activities that do not include actual driving, such as refueling, safety rest breaks, and meal breaks, and/or different commercial vehicle types (e.g., pick-up trucks, various sized bucket trucks, including diesel models, lifters, pole trailers, diggers/derricks,

etc.) in travel time calculations. Each of these factors can affect the actual time it takes for a contractor to arrive at the contractor's designated location in the Company's service territory and, therefore, are appropriate for consideration in the cost validation process. Accordingly, the Company uses the estimated time calculated by Google Maps for car travel as a data point and multiplies that figure by a factor of 1.3 hours to compute a reasonable benchmark for actual travel time. The Company applies the 1.3 hours factor to account for, among other things, the slower speed of fully loaded line trucks that travel as a convoy and make more frequent stops than a conventional sedan vehicle. The Company further evaluates the reasonableness of travel time based on its experience and professional judgment on an event-by-event basis. These additional layers of analysis are necessary because Google Maps does not account for factors and variables that are known to impact travel time. Thus, Google Maps cannot, and should not, be relied upon as the sole measure of travel time.