Date Filed: August 14, 2026

Witness: Donald J. Scacco Jr., Christopher E. Colorio, Mark P. Baldwin, Craig Dikeman and Matthew J. Correia
Request from: Office of Education, Outreach, and Enforcement

Question:

(STORM: RIGHT OF FIRST REFUSAL-RoFR) Respond to the following:

a. Discuss the nature of a RoFR contract.
b. Identify all external vendors subject to a RoFR agreement and separately provide a listing of all instances where a RoFR was initiated.
c. Provide a complete copy of each vendor's RoFR contract and the corresponding pricing schedules.
d. For each vendor/contract identified in subsection b & c above, identify if the RoFR rates are in excess of the Company's standard contract rates. If the RoFR rates are higher, provide an unlocked Excel spreadsheet that compares the rates.

Response:

a. A Right of First Refusal ("RoFR") agreement is a supplemental storm-resource arrangement designed to improve the Company's ability to secure qualified external line crews in advance of a potentially catastrophic weather event, under circumstances where there is competition for crews due to an expected or ongoing regional impact. The agreements were established to support the Company's objective of having access to up to 2,000 crews when significant restoration needs were anticipated.

   The electric utility industry has a limited supply of qualified line crews and demand for those resources increases significantly when major storms are emerging in weather forecasts. This is particularly relevant for East Coast storms that may initially affect southern utilities before moving into the Eversource service territory. Contractors may commit their available crews to utilities earlier in the projected storm path, thereby reducing the number of resources available to Eversource and other utilities located in more northern areas.

   Under the RoFR agreement, participating contractors who are requested by a utility other than Eversource are required to contact Eversource Emergency Preparedness and notify Eversource that they have been solicited to work for another utility. Eversource then has a limited time period to either activate the RoFR conditions and engage that contractor or to allow the requesting contractor to engage in work for another utility. The RoFR arrangement provides Eversource with the first opportunity to secure an agreed-upon

number of crews from participating contractors within specified mobilization timeframes. When Eversource formally activates the RoFR and hires the committed resources under the agreement, the contractor is provided with a minimum three-day compensation commitment. This provision is intended to encourage contractors to reserve and mobilize resources for Eversource rather than commit those resources elsewhere.

b. The external vendors subject to a Right of First Refusal ("RoFR") agreement during the period are identified in the contractor listing provided below:

1. Elecnor Energy Services
2. Grattan Line Construction Corp.
3. Holland Power
4. IB Abel
5. Iconic Power Systems US Inc.
6. Michels Power, Inc.
7. MTV Solutions
8. One Source Power
9. Quality Lines Inc.
10. Sparks Energy Inc.
11. Support Operations Services (SOS)
12. Tempest Energy

Eversource did not initiate or activate any RoFR agreements during the timeframe covered in this case. Accordingly, there were no instances of RoFR activation, no crews secured under the three-day minimum compensation provision, and no associated RoFR payments associated with the storms under review in this docket.

c. Please reference EOE-044, Attachment 1, for a complete listing of each vendor's RoFR contract and corresponding pricing schedule. The chart below details the referenced page numbers for each contract.

Vendor / Description	Attachment	Page Number
ELECNOR ENERGY SERVICES LLC	2	1
GRATTAN LINE CONSTRUCTION CORP	2	61
HOLLAND POWER SERVICES INC	2	90
IB ABEL INC	2	117
ICONIC POWER SYSTEMS INC	2	137
MICHELS POWER INC	2	193
MTV SOLUTIONS INC	2	226
ONE SOURCE POWER LLC	2	260
QUALITY LINES INC	2	288
SUPPORT OPERATIONS SERVICES LLC	2	307
SPARKS ENERGY INC	2	369
TEMPEST ENERGY LLC	2	402

d. The RoFR agreements do not establish separate or increased labor, equipment, or storm-service rates. Rather, each RoFR agreement supplements the contractor's existing storm agreement by identifying the number of crews the contractor may be required to commit to Eversource and the timeframe within which those crews must be available. Contractors performing work pursuant to a RoFR activation are compensated using the applicable rates contained in their existing storm contracts. Accordingly, the RoFR arrangement does not cause the contractor's underlying rates to exceed the Company's standard contract rates. There are no upfront costs to Eversource solely for maintaining a RoFR agreement. The three-day minimum compensation commitment applies only when Eversource formally activates the RoFR, hires the resources under that agreement, and directs the contractor to reserve or mobilize the committed crews. Because the RoFR agreements do not contain separate or higher rate schedules, a rate-comparison spreadsheet is not applicable.