Date Filed: October 27, 2026

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

Question:

(LINE CREW EMERGENCY RESPONSE AGREEMENTS) Refer to Response to EOE-174. The Company's response clarified that the "Master Service Agreements do not include the provision stated in the question of 'standby rates apply to labor resources only.' This standby language is included in the Line Crew Emergency Response agreements." Respond to the following:

a. Explain the difference between the Master Service Agreements and the Line Crew Emergency Response agreements.
b. Provide a copy of every template Line Crew Emergency Response agreement utilized by the Company since 2018, indicating the period of time each template was utilized. Identify all "template" changes made to the Line Crew Emergency Response agreement since 2018, along with the respective dates of the changes.
c. Provide a listing of all vendors subject to the Line Crew Emergency Response agreements and, if applicable, including the specific version of the template that they are subject to. As part of the response, cite the documents in the record.

Response:

a. Master Service Agreements ("MSAs") were established with the Company's Contractors of Choice, or "COCs," primarily to support planned, non-emergency construction and maintenance activities, commonly referred to as "blue-sky" work. These agreements also contain specific provisions governing the deployment and compensation of those ***same*** contractor resources when supporting storm restoration activities.

   In contrast, the Line Crew Emergency Response agreements are intended for contractors providing line crew resources specifically for emergency restoration. These agreements contain dedicated pricing provisions addressing mobilization, demobilization, standby, working time, and equipment compensation.

   Although both of these agreements address storm restoration work, the applicable compensation provisions differ based on the agreement under which the contractor is engaged. As clarified in EOE-174[i], the language stating that "standby rates apply to labor resources

only" was specific to the earlier Line Crew Emergency Response Pricing Schedule and was not included in the COC MSAs.

b. As discussed in response to EOE-390, the contract provisions applicable to storm work at any given time were/are as follows:

- Exhibit A Pricing Schedule - 12/7/2021 - 5/31/2025 (ERP-only Contractor Agreements)

- Exhibit B Pricing Schedule - 6/1/2021 - 12/31/2025 (COC MSA – Covering blue sky and ERP). *Note:* Once the new standardized storm contract became effective in May 2025, this contract form was utilized only for blue-sky work).

- Exhibit C Pricing Schedule - 5/31/2025 -Present (New ERP-specific standardized contract form).

The Company is providing the applicable Pricing Schedule templates associated with the Line Crew Emergency Response agreements as EOE-389, Attachment 1. Please also refer to EOE-384, Attachment 2 CONFIDENTIAL.

- EOE-389, Attachment 1 CONFIDENTIAL, is a template that contains the prior Pricing Schedule, identified as Exhibit A, Version 12.7.21, which was utilized prior to the implementation of the revised agreement in approximately May 2025.

- EOE-384, Attachment 2 CONFIDENTIAL, contains the revised Pricing Schedule, identified as Exhibit C, implemented generally beginning May 31, 2025. Please refer to EOE-384 Attachment 1 for precise dates for each contractor.

The revised Pricing Schedule provided in EOE-384, Attachment 2 CONFIDENTIAL, incorporates several clarifications and modifications to the compensation and administration of emergency response resources, including the following:

Standby Compensation: The earlier Pricing Schedule specified that standby rates applied to labor resources only and established a labor-based standby retainer. The revised Pricing Schedule provides for hourly standby compensation for labor resources and equipment compensation at 50% of the applicable equipment rates during authorized standby periods.

Working Time: The revised Pricing Schedule establishes a more detailed definition of Working Time, including the applicable period of emergency restoration activities and the distinction between working, standby and travel classifications.

Mobilization and Demobilization: The revised Pricing Schedule establishes additional provisions governing the calculation and documentation of travel time, including the use of estimated travel durations, contractor deployment locations, and applicable border-crossing allowances.

Pre/post Mobilization and Demobilization: The revised Pricing Schedule expressly defines two-hour periods associated with activities such as safety briefings, meals and hotel assignments.

Resource Classifications and Support Equipment: The revised Pricing Schedule establishes additional definitions and billing parameters for qualified overhead crews, digger derricks, general foremen, safety professionals, and mechanics.

Administrative Controls: The revised Pricing Schedule incorporates additional requirements for ERSG hiring communications, authorization of standby periods, work releases, and resource documentation.

Lodging and Reimbursable Expenses: The revised Pricing Schedule specifies double-occupancy lodging requirements unless otherwise authorized in writing by the Company.

All of the revisions are designed to provide additional specificity regarding the application of compensation classifications, resource eligibility and administrative requirements during emergency restoration events.

c. Refer to EOE-384, Attachment 1, for a listing of current Emergency Response Agreements in which Exhibit C applies. Please refer to EOE-389, Attachment 2, for a listing of Line Crew Emergency Response agreements and the effective date of the pricing schedule that preceded the current contracts which are effective May 31, 2025 to present. Certain contractors appear more than once in the attachment because invoices included in this rate case are associated with multiple versions of their respective Pricing Schedules. Each version is applicable to the corresponding contractual period during which the invoiced services were performed. Accordingly, the duplicate entries are intentional and reflect the applicable contractual provisions for the respective time periods.

In certain instances, a contractor may have entered into a newer agreement while an existing purchase order continued to be governed by an earlier agreement or Pricing Schedule. In those instances, the terms applicable to a particular charge were determined by the agreement and Pricing Schedule supporting the purchase order under which the services were authorized and performed. Accordingly, the date of a contractor’s newer agreement may not, by itself, determine the terms applicable to every charge incurred after that date.

Historically, the Company's COCs operated under MSAs containing storm-specific provisions, while external emergency response contractors operated under separate Line Crew Emergency Response agreements. The revised agreement, implemented generally beginning May 31, 2025, establishes a consistent contractual framework for both COCs and external overhead line contractors, eliminating the distinction between the two agreement types for emergency restoration work and providing greater clarity and consistency in the applicable terms and compensation provisions.

The prior and revised Emergency Response Pricing Schedule, Exhibit A, is provided as EOE-389, Attachment 1. The revised Pricing Schedule, Exhibit C, is provided in EOE-384 Attachment 2 CONFIDENTIAL, respectively. The applicable agreement version for each contractor is determined by its respective agreement effective date.

Prior Referenced Response:

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[i] EOE-174 Question:

(MASTER SERVICE AGREEMENT) Refer to Response to EOE-024. Please provide a copy of every template Master Service Agreement (MSA) utilized by the Company since 2018, indicating the period of time each template was utilized. Identify all "template" changes made to the MSA since 2018, along with the respective dates of the changes. Additionally, please confirm that the MSA included standard language that stated "Standby Rates apply to labor resources only" for each storm event included in the Company's submission.

EOE-174 Response:

Please refer to EOE-174, Attachment 1 CONFIDENTIAL, and EOE-174, Attachment 2 CONFIDENTIAL, for the changes to the Master Service Agreement Templates.

- EOE-174, Attachment 1 CONFIDENTIAL, shows the redlines/revisions made to the MSA template from 2017-2022, effective August 18, 2022.

- EOE-174, Attachment 2 CONFIDENTIAL, shows the redlines/revisions made to the MSA template from 2022-2024, effective November 22, 2024.

- EOE-174, Attachment 3 CONFIDENTIAL, contains the revisions made to the Exhibit B Pricing Schedules between 2017 and 2022, as well as 2022 and 2024.

The contractual time periods covered in response to EOE-024i, were 2018-2020, 2020-2025, and 2025-Present. These Master Service Agreements do not include the provision stated in the question of "standby rates apply to labor resources only." This standby language is included in the Line Crew Emergency Response agreements. For example, please refer to OCC-044, Attachment 2, Pg.at page 874, Exhibit A.