Date Filed: October 27, 2026

Witness: Leanne M. Landry and John G. Griffin
Request from: Office of Education, Outreach, and Enforcement

Question:

(MS24A-VENDOR-FOOD) Refer to Response to EOE-235. Respond to the following:

a. Identify the total cost of meals that were paid and not used.
b. Provide a copy of the January 8, 2024, email confirming that meals "could not be cancelled."
c. Identify any efforts that the Company performed to donate the unused meals to charitable organizations. If no efforts were made, explain why.

Response:

Referring to response to EOE-235[i].

a. The Company incurred costs totaling **$31,432.08** for 960 unused meals for January 10, 2024, January 11, 2024, and January 12, 2024.

b. Please refer to EOE-387, Attachment 1, regarding the email from LaKota Oaks confirming that meals "could not be cancelled" due to being a special catering order.

   The Company makes every effort to encourage hotels and caterers to donate unused food; however, the Company did not take possession of or exercise control over such food. Because the Company was neither in possession nor control of the food at the relevant time, any decision regarding the donation, retention, or disposal of unused food was solely within the discretion of the hotel or catering provided.

Prior Referenced Response:

[i] EOE-235 Question:

(MS24A-VENDOR-FOOD) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-16, p. 213. The Company reported an incremental charge of $31,432 for the Madison Lakota Oaks FB LLC vendor. The charges included 160 meals (e.g., "To Go Breakfast" and "sandwich To Go Lunch") for January 12, 2024. Identify if all of the referenced meals were utilized in support of the MS24A event, and if so, by which vendor(s). If not all used, explain why they could not be canceled.

EOE-235 Response:

Referring to Exhibit ACCT-2 CLP-1A-16 (MS24A), Madison Lakota Oaks, for charges of $31,432, which included dinner for Wednesday, January 10, 2024, 'to go' breakfast, lunch and buffet dinner for Thursday, January 11, 2024, and 'to go' breakfast and lunch for Friday, January 12, 2024.

Under the Company's ERP for a severe weather event, resource and logistical acquisitions such as hotel rooms and food, must be undertaken ahead of time based on the expected severity and complexity of an event. Expected complexity and the associated resource and logistical requirements are analyzed based on considerations of numerous factors including, but not limited to, forecasted weather conditions; certainty of the weather forecast, size of the anticipated incident and expected impacts to personal safety and property, outage prediction modeling, anticipated extent of potential or known damage, and historical experience with other events.

The Company cannot wait until a predicted weather event actually reaches its service territory to formulate its response plan and secure needed resources, as PURA has established pursuant to Conn Gen. St. §§16-32e, 16-32h and PURA's performance standards, as well as the structure and implementation of the ERP. If the Company were to wait until a storm's actual impact to secure mutual aid and contractor crews, hotels, food services and other logistics necessities, critical resources may not be available when needed, or, even if available, would be significantly more expensive than if procured earlier.

The Company makes every effort to cancel rooms that are unused if known within the timeframe for allowed cancellation according to the hotel policy. However, based on the shifting restoration needs or priorities, crews are often relocated within regions of the service territory to work on restoration well after the cancellation period has expired and may have to be re-assigned to other hotel rooms that are closer to their physical work location (the Company focuses on locating crews as close as possible to their assigned restoration jobs to minimize the need for travel, thus freeing them up for actual restoration work). The Company must meet its contractual obligations with each hotel to pay for rooms reserved post the cancellation time frame. It is also important to note that, in times of service outages, there are other demands on hotel space from displaced residents that are experiencing service outages. As a result, the Company needs to be able to have adequate facilities to house the crews that are required to be on-site at the outset of an event, and the Company does that through contractual and logistical commitments made ahead of the event.

In preparation for the storm event, the Company had booked rooms at the Madison Lakota Oaks for Wednesday, January 10, 2024 and Thursday, January 11, 2024 nights and ordered all meals as noted previously.

On January 8, 2024, the Madison Lakota Oaks confirmed that food had been ordered to accommodate all meals and could not be cancelled.

Due to changes in food and lodging needs for the storm event, the Company had to cancel the rooms. The cancellation notification was sent via email on Wednesday, January 10, 2024, at 11:37am.

The Company did not incur any charges for the cancelled rooms, but did incur the cost of the ordered food.