Date Filed: October 09, 2026

**Witness: Mark P. Baldwin, Clifford G. Williams, Leanne M. Landry and John G. Griffin**
**Request from: Office of Consumer Counsel**

**Question:**

(MS24E) Please refer to Exhibit ACCT-2(CLP-5A-08)(MS24E), p. 21.

a. Please cite to the provision of the vendor's contract in the record that permits the vendor a six hour rest period.
b. The timesheet allocates four hours as "Return to Windsor Locks" after the rest period. Where was the crew before it returned to Windsor Locks?

**Response:**

a. The contract does not permit a vendor to bill for rest time. "Emergency Response Working Rates for Labor" are the agreed labor rates payable from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding rest time during that Emergency Response Work. Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.

   In this instance, the crews worked overnight into the following morning. Accordingly, their rest period occurred during the morning/early afternoon hours, consistent with the rest period that would occur overnight for a crew working a typical daytime schedule. The crews were not compensated during this rest period.

b. Prior to returning to Windsor Locks, the crew was at its hotel in Newtown, Connecticut. The submitted timesheets reflect travel from the crew's last job in Guilford, Connecticut, at approximately 0900 to the Newtown hotel, followed by the crew's rest period.

   Following release, the 1500–1900 period included checkout from the hotel and return travel from Newtown to Windsor Locks, as well as associated demobilization activities, including returning or disposing of unused or spent materials, conducting a safety debrief, taking a meal, and securing and demobilizing equipment upon arrival at the contractor's yard. Based on these activities, travel/demobilization hours were reviewed and approved by the Company.