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Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Education, Outreach, and Enforcement

Question:

(MS24A-VENDOR-LINE) Refer to Response to EOE-201 and Exhibit ACCT-2 CLP-1, and Confidential Exhibit ACCT-2 CLP-1A-8, pp. 27-125. Respond to the following:

a. Provide an unlocked Excel spreadsheet analyzing the total billable travel hours for each invoice and corresponding Eversource Contractor Storm Mobilization & Demobilization Time Report based on the billed travel time versus the estimated travel time, including the Company's 1.3 hour factor discussed in EOE-130. As part of the information, identify each timesheet's starting/ending locations and identify any required corrections (i.e., to include the example identified in EOE-201, subsection 'a'). To the extent that the billed travel hours exceed the estimated hours, provide any contemporaneous documentation that supports the initial evaluation and approval of the excess billed hours. Additionally, provide the estimated cost impact of the resulting from the evaluation.
b. Referring to EOE-201, subsection 'a', explain why it was acceptable for the vendor to deploy crews from Albany in lieu of Deep River. Additionally, provide documentation supporting the crew's actual starting location and explain why the erroneous information was not corrected prior to invoice approval.
c. Referring to EOE-201, subsection 'b', clarify why the Company identified that there would be a reimbursement "to the vendor" when the documentation appears to support an over-billing. Additionally, please provide the total monetary impact of the additional hour billed as originally requested.

Response:

a. Please refer to EOE-409, Attachment 1, for the requested analysis. The Company has generated the estimated travel times using the rule-of-thumb of 1.3 times the Google Maps time estimate. As would be expected, the actual travel hours billed vary from the estimated travel hours on each invoice due to a range of factors, including weather conditions, traffic delays and numerous other actions that consume time and are not factored into the estimate.

   The travel hour discrepancies were subject to discussion between the Emergency Restoration Support Group (ERSG) Manager and the Contractor after the storm via a conference call, at which time the ERSG Manger deemed the billed travel hours were necessary and reasonable. The decision by the ERSG Manager took into consideration that

the estimated travel times reflect normal conditions and the actual travel time would be longer due to the fact that the crews were traveling during the Storm peak.

b. The Company utilized Conexus as an aggregator contractor during the referenced storm event to supplement available restoration resources. Unlike contractors that primarily deploy their own employees and equipment from a single established location, aggregator contractors coordinate and secure crews from multiple subcontractors, which may be geographically dispersed throughout Connecticut and neighboring states.

The Company generally utilizes aggregator contractors after available local and regional resources have been committed or are insufficient to satisfy the anticipated restoration requirements. In this instance, Eversource requested approximately 70 crews from Conexus to address a significant resource shortfall and support the timely and safe restoration of electric service to its customers.

Conexus maintains a staging yard in Windsor Locks, Connecticut, where equipment is positioned to facilitate storm response activities. Conexus also maintains relationships with subcontractors located throughout Connecticut and the surrounding region. The subcontractor referenced in EOE-201[i](a) maintains its business location in Deep River, Connecticut. However, the location of a subcontractor's established business does not necessarily represent the physical location from which its crews are available to deploy during a particular storm event.

When engaging an aggregator for a substantial number of crews, the Company's initial hiring correspondence generally reflects the contractor's designated location or established point of origin for administrative purposes. At the time of the initial request, the aggregator may not yet have finalized the individual subcontractors and crews necessary to satisfy the Company's resource commitment. Following the Company's authorization, the aggregator is responsible for securing the committed resources, coordinating their deployment, and ensuring they satisfy the Company's storm response requirements.

Accordingly, the initial hiring correspondence identifying Deep River, Connecticut, did not necessarily establish that every crew furnished under the commitment would physically mobilize from that location. During the Company's post-event invoice review, the discrepancy was discussed with the responsible ERSG lead, who confirmed that the referenced crews had mobilized from Albany, New York, rather than Deep River, Connecticut. The Company accepted this clarification as part of its review of the invoiced mobilization charges.

Additionally, the eight hours identified as mobilization should not be interpreted exclusively as the time required to drive between the contractor's point of origin and

Windsor Locks. Mobilization of subcontracted restoration resources involves several preparatory and logistical activities necessary to ensure crews are available, properly equipped, and prepared to perform work safely within the Company's service territory. Depending upon the circumstances, these activities may include subcontractor coordination, equipment and vehicle preparation, required safety briefings, onboarding and review of Eversource-specific operating requirements, travel, meals and securing lodging.

These requirements are particularly relevant when mobilizing a substantial number of subcontracted crews during a widespread weather event, when lodging availability and the coordination of incoming resources may present additional logistical challenges.

The Company further recognizes that the timesheet classification of mobilization activities may not have distinguished between active travel and other preparatory or waiting periods associated with deployment. The Company considers the reasonableness of the total mobilization period in the context of the activities necessary to place the crews into service, rather than evaluating the duration solely against the estimated driving distance between the locations reflected in the initial hiring correspondence.

Although the initial documentation did not clearly distinguish the subcontractor's established business location from the crews' actual deployment location, the discrepancy was subsequently reviewed with the responsible ERSG lead. Based on that review and the operational circumstances associated with the deployment, the Company determined that the mobilization charges were reasonable and approved the invoice.

c. To clarify the Company's response to EOE-201(b), the reference to reimbursement "to the vendor" was intended to explain the Company's determination that the disputed amount was compensable under the circumstances reviewed, rather than to suggest that an additional payment or reimbursement was issued to the contractor.

During the invoice review process, the Company identified an apparent inconsistency between the time recorded on the referenced daily timesheets and the total hours invoiced. Specifically, the first of the four referenced timesheets reflects a start time of 6:00 a.m. and an end time of 8:00 a.m., while the remaining three timesheets reflect a start time of 6:00 a.m. and an end time of 12:00 p.m. The invoiced amount includes an additional hour beyond the six-hour period reflected on the latter three timesheets.

Upon further review and discussion with the contractor, the Company determined that the discrepancy arose from the manner in which the contractor documented the transition from restoration activities to demobilization. The contractor interpreted the ending time reflected on the daily timesheets as the conclusion of the crews' assigned restoration

activities, rather than the conclusion of all compensable activities associated with the deployment.

The Company's records indicate that the crews were officially released from the event at 1:16 p.m. Accordingly, the crews remained assigned to the Company's storm response beyond the 12:00 p.m. ending time recorded on the referenced timesheets.

The Company recognizes that the contractor's documentation did not clearly reconcile the recorded ending times with the total hours invoiced. However, the Company distinguishes between a discrepancy in the presentation of compensable time and an instance in which hours were billed without a corresponding operational basis.

The Company's review considered the official release time, the contractor's explanation, and the activities associated with concluding the crews' storm response assignment. Based on this information, the Company determined that there was a reasonable operational basis for the additional hour and accepted the invoiced amount.

The total monetary value associated with the additional hour billed is $8381.74. Although the Company is providing the monetary value of the hour in response to this request, this amount should not be interpreted as overbilling. Based on the Company's review of the circumstances surrounding the crews' demobilization, including the documented official release time of 1:16 p.m., the Company determined that the additional hour was reasonably billed and compensable. Although the timesheets could have better reflected the transition between restoration activities and demobilization, the discrepancy in documentation does not invalidate the compensability of the time billed. Accordingly, the Company considers the invoiced amount appropriate and has identified no resulting overbilling.

Prior Referenced Response:

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[i] EOE-201 Question:

(MS24A-VENDOR-LINE) Refer to Exhibit ACCT-2 CLP-1, and Confidential Exhibit ACCT-2 CLP-1A-9, pp. 27-125. The Company reported nine incremental charges in the combined amount of $1,607,134 for the Conexus Energy Group LLC vendor. Each of the charges included a significant number of billable hours for travel (i.e., mobilization and demobilization) for both in-state and out-of-state crews. Respond to the following:

a. Referring to pp. 27-38, as an example, explain why the vendor was permitted to bill for eight hours of mobilization and four hours of demobilization when the vendor was from in-state (i.e., mobilization from Deep River, CT to Windsor Locks, CT). As part of the response, provide emails or other correspondence contemporaneously obtained during the initial review to support the hours billed.
b. Referring to pp. 87-90, explain how the vendor was able to bill for seven hours when three of the four Eversource Contractor Storm Daily Time & Work Reports (timesheets) identified a start time of 6:00 a.m.

and an end time of 12 p.m. (i.e., total of six hours). To be clear, the demobilization timesheets (i.e., pp. 91-92) report travel starting at 12 p.m. and the fourth timesheet reports an end time of 8 a.m. As part of the response, identify the total monetary impact of the additional hour billed.

c. Comparing p. 62, with p. 63 (as an example), confirm that the vendor correctly did not bill for equipment costs during standby as outlined within the contract. If not confirmed, cite the contract provisions that allow for billing of equipment during standby.

d. Comparing pp. 66-68, with pp. 56-57 (as an example), explain why the vendor reported two hours of standby within the first timesheet (i.e., pp. 66-68) when they started their first assignment at 8:30 a.m. but the vendor did not record commensurate standby hours for the second timesheet (i.e., pp. 56-57). As part of the response, identify the total monetary impact of the equipment billed for each referenced invoice between the crews' start time (box 6) to the first assignment (box 24).

EOE-201 Response:

As an initial matter, the Company notes that there appears to be a typographical error in the question. The question refers to Confidential Exhibit ACCT-2 CLP-1A-9. However, the Company expects that the relevant citation is Confidential Exhibit ACCT-2 CLP-1A-8.

a. During the initial hiring of these crews, this crew was documented as mobilized from Deep River Connecticut. However, the contractor crew was sent from Albany New York. This was discussed and approved post-event by the ERSG lead, who confirmed the crews were mobilized from Albany New York and not Deep River Connecticut.

   Furthermore, as indicated on the timesheets, the 8 hours of mobilization also included onboarding, meals and obtaining lodging.

b. During the invoice review process, the Company identified apparent discrepancies in the invoice details and documentation. In accordance with the dispute resolution process in the contract, the Company's Procurement and ESRG teams met with the vendor to discuss and further investigate the apparent discrepancies. Based on that meeting and the additional information provided by the vendor, the Company determined that the apparent discrepancy was minor and that there was a reasonable basis to reimburse the vendor for the amount at issue.

c. The vendor did not bill for equipment during standby, which was an error on their part. The contractor has the contractual right to bill for equipment during standby. The Company did not correct this error.

   Please see the Company's response to EOE-267i, for additional detail regarding billing for Equipment during Standby.

d. The difference between the referenced sets of crews is that one set of crews started the day on standby (pp. 66-68) and the other started on working time (pp 56-57). The Company assigned work for the crews already on work time crews and no immediate assignments to the standby crews so they remained on standby until work was assigned. Refer to subpart (c), regarding equipment costs.