Date Filed: October 06, 2026

Witness: John P. DiPaola-Tromba, Sean D. Redding and Jenna Turner
Request from: Office of Education, Outreach, and Enforcement

Question:

(MS24F-VENDOR-TREE) Refer to Exhibit ACCT-2 CLP-6, and Confidential Exhibits ACCT-2 CLP-6A-1, through CLP-6A-2. The Company reported 79 incremental charges in the combined amount of $315,461 for the Asplundh Tree Expert Co vendor. Respond to the following:

a. Referring to rows 102-106, explain why the vendor incurred storm related charges for activity that occurred between April 8, 2024, and April 12, 2024, when the storm was demobilized on April 4, 2024. As part of the response, clarify if any of the charges should have been charged to the MN24J minor storm event (i.e., referenced in EOE-013, Att.1) and, if still applicable, provide documentation to support both the necessity and applicability of the remediation to the MS24F event. Finally, explain why some of the activity was performed at OT rates (e.g., pp. 98-100) and why the activity could not be performed by Eversource employees.
b. Referring to rows 79, 80, 103, 105, and 106, the Company included charges for Disc Chippers. Explain why the Disc Chippers were necessary for storm remediation purposes. As part of the response, provide documentation to support the Company's pre-authorization of the additional charges and identify the total amount charged for Disc Chippers.
c. Referring to rows 52-58, 69-77, 92-93, and 95-96, explain why the vendor was not required to bill at ST rates for the hours billed through 1630. Specifically, the Company permitted 20 invoices to be billed at ST rates through 1600, typically for two consecutive days and failed to bill at the ST rate through 1630. Provide an unlocked Excel spreadsheet detailing each invoice referenced above (i.e., the referenced Rows) and identify the total number of hours billed at OT rates through 1630, along with the corresponding incremental charge. Specifically, include the differential between the OT rate and ST rate multiplied by the hours billed at OT rates through 1630.

Response:

a. While reviewing Exhibit ACCT-2 (CLP-6) (MS24F), page 51, line 104, and Confidential Exhibit (CLP-6A-2)(MS24F), pages 98-100, the Company determined that the referenced tree crew invoice should have been allocated to the MN24J storm event. The tree crew responded to Event # 5329897 on Luchon Road in Willington, CT, at the onset of the MN24J event. The Company will supplement Exhibit ACCT-2 (CLP-6) (MS24F), page 51, line 104, to remove $1,922 from MS24A.

The individual and tree crews referenced in Exhibit ACCT-2 (CLP-6) (MS24F), page 51, lines 102-103, and 105-106, and Confidential Exhibit (CLP-6A-2) (MS24F), pages 92-97 and 101-106, were performing MS24F customer request assessment and post-storm tree work on MS24F storm-damaged trees. These invoices do not pertain to MN24J and were correctly billed to MS24F.

During storm events, especially those that include high winds, rain, snow, or ice, trees may fail entirely, or parts of a tree may be damaged. When an entire tree fails or a part of a tree is damaged and impacts electrical infrastructure, the tree or tree part is cleared as part of storm restoration. However, trees that are damaged by then storm but have not fallen often remain following an event. Damage to the trunk or a large leader or branches in the canopy may result in a standing tree that is compromised structurally. Storms may cause trees to develop cracks or seams that will cause the tree to fail in the short term. Some trees that are uprooted during a storm event may fall over slowly or may be held up in other trees that will temporarily hold their weight but fail in the near term. Branches in trees may be broken but remain hanging in the tree's canopy, dangling above electrical infrastructure, and waiting for a future wind to finalize the break or dislodge a broken limb from the tree. These future potential threats to the system are often not resolved in real time during the restoration portion of the event because the Company's priority is to clear vegetation that poses an immediate safety or reliability risk (including blocked roads) and restore customers. Therefore, the Company returns after an event to address storm damaged trees and limbs that the Company finds to be a threat to reliability and public safety.

Patrolling for and removing storm damaged vegetation is a standard part of utility vegetation management storm response and is not included in the Company's normal vegetation management cycle. The Company has described post vegetation storms in previous storm cost recovery testimony. These storm damaged tree conditions are identified through follow up items noted on restoration events, non-outage events identified during the restoration post restoration patrols by operations, engineering or vegetation management or inquiries from customers or towns. There may be a delay in providing the assessment and mitigation to storm damage locations as the information from the patrols by other Company departments or locations provided by customers or towns may be received at different time periods after the completion of restoration. Mitigation of a storm damaged tree depends on the condition and location of the tree, access to tree and requirements to mitigate the damage as there is variable effort and time needed to complete the work. This can vary from cutting a single broken limb to requiring a crane or scheduling an outage to mitigate the risk to the system, workers and the public.

Following an event, tree contractors may be instructed to complete storm damage patrols and perform mitigation trimming or tree removals by the Company Arborists.

Each Area Work Center ("AWC") has a Company Arborist who has extensive experience and is familiar with the area that coordinates tree contractor resources during both restoration and post-storm vegetation sweeps.

The Company Arborist will oversee post-storm patrols as directed by Incident Command depending on the level of vegetation damage sustained during a storm event. Localized areas that experienced a higher magnitude of tree caused outages are assigned more detailed sweeps. If vegetation damage was widespread, post-storm sweeps will encompass the entire service area.

Company Arborists provide the tree contractors with overhead circuit or town maps to be patrolled for broken limbs and storm damaged trees based on where the storm impacted the Company's system. Guidelines are provided to the tree contractors as to what constitutes storm damaged vegetation. Please refer to EOE-201, Attachment 1, in PURA Docket No. 24-03-30, for the Company's Vegetation Management Storm Patrol Guidelines.

The Company's tree contractors have practical experience and are trained to recognize the signs of recent storm damage. Conducting vegetation patrols post-storm is an industry wide practice. Contractors will immediately remove broken trees or branches as they discover them throughout their patrols. Occasionally, a job may require specialty equipment or a scheduled outage to complete the job safety. Any locations requiring additional scheduling to complete are relayed back to the supervising AWC Arborist for high priority scheduling.

The Arborists oversee this contractor tree work and verify timesheets are correctly billed to the right storm event.

b. Company Arborists may approve the use of chippers, additional chip trucks, cranes, or other equipment when site conditions warrant their use for safety, operational efficiency, or restoration purposes. For example, chippers may be necessary where debris accumulation would create safety hazards, obstruct traffic, or impede access to electric facilities. Cranes may be required to safely remove storm-damaged trees or large tree sections that are broken, suspended, leaning precariously, or entangled with other trees or structures, where conventional removal methods would present an increased risk to workers, the public, or nearby property. The need for such equipment is evaluated in the field by the supervising Company arborist, and the arborist's approval and sign-off on the associated work serves as documentation supporting authorization of these storm-related costs.

c. Referring to Exhibit ACCT-2 (CLP-6) (MS24F), page 51, lines 52-58, 69-77, 92-93, and 95-96, the tree crews correctly charged their ST rate between the hours of 07:00 to 16:00. These crews worked consecutive nightshifts starting at 14:00 and ending at 06:00. The two hours between 14:00 and 16:00 were billed as straight time and the hours extended beyond the hours of 07:00 to 16:00 were billed as overtime.

Please refer to the Company's response to EOE-128[i] and EOE-128, Attachment 1. The blue sky normal working hours for tree crews are 7:00 AM to 4:30 PM (or, stated differently, 07:00 to 16:30) and the tree crews are paid nine hours of straight time for time worked during these hours, up to the first 45 working hours, with a 30-minute unpaid meal break. The 30-minute unpaid meal break is in accordance with CT G.S. Chapter 557 Section 31-51ii Subsection A, which states: "No person shall be required to work for seven and one-half or more consecutive hours without a period of at least thirty consecutive minutes for a meal. Such period shall be given at some time after the first two hours of work and before the last two hours." The period is unpaid in accordance with the Fair Labor Standards Act, which states: "Federal law does not require lunch or coffee breaks… Meal periods (typically lasting at least 30 minutes), serve a different purpose than coffee or snack breaks and, thus, are not work time and are not compensable."

The normal working hours for storms are from 7:00 AM to 4:00 PM (or, stated differently, 07:00 to 16:00). This is due to the fact that a 30-minute, undisturbed, break cannot be guaranteed during storm response activities and duties, in accordance with CT G.S. Chapter 557 Section 31-51ii Subsection C Part 4, which states: "the continuous nature of an employer's operations, such as chemical production or research experiments, *requires that employees be available to respond to urgent or unusual conditions at all times and such employees are compensated for break and meal periods*."

The distinction between normal working hours, 07:00 to 16:30, and storm working hours, 07:00 to 16:00, is due to the continuous nature of the Company's storm response activities and the statutory requirement to compensate employees for their meal period when they are required to respond to urgent or unusual conditions at all times. Therefore, straight time rates during storm response are applied between 07:00 to 16:00.

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[i] EOE-128 Question:

(VEGETATION CREW HOURS) Confirm whether each tree crew vendor's contractual "normal working hours" remain 7 AM to 4:30 PM (i.e., 0700 to 1630) for each weekday, or a maximum of 9 hours. As part of the response, identify each tree crew vendor and cite the contract provisions that detail these hours. If the contracts do not detail the normal working hours, please provide email or other communications supporting the normal working hours that would bill at standard time (ST) rates.

EOE-128 Response:

The normal working hours for local tree crews are confirmed as 7 AM to 4:30 PM (or, stated differently, 07:00 to 16:30) and the tree crews are paid nine hours of straight time for time worked during these hours, up to the first 45 working hours, with a 30-minute unpaid meal break. This language is not included in contract provisions, rather it is a department practice.

Please refer to EOE-128, Attachment 1, for the Eversource Contractor Tree Crew Work Schedule.