Date Filed: September 29, 2026

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 Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-17, pp. 41-64. The Company reported an incremental charge of $97,518 for the McPhee Electric LTD vendor. Respond to the following:

a. Explain why the vendor billed at DT rates from 6:00am on January 10, 2024, when it didn't receive its first work assignment until 10:00am, four after the vendor's start time. As part of the response, identify the incremental impact of billing four hours at DT rates in lieu of OT rates applicable during standby.
b. Referring to pp. 50-58 and 60-64, the documents appear to be corrupt (i.e., too small to inspect). Please provide legible copies of the referenced documents.
c. Cite the location of the vendor's contractual Pricing Schedule Exhibit (i.e., typically referred to as Exhibit A). The contract provided at OCC-044, Att.2 (Confidential), starting at p. 3989 includes a List of Exhibits at
d. p. 3995 which references the Pricing Schedule as Exhibit B which could not be located in the document.
e. Referring to pp. 46-47, explain why the equipment was charged during standby when the Company's Master Service Agreement omits billing of equipment during standby. Additionally, identify the amount ($) of equipment that was charged for standby. (Note, please assess all invoices to include the illegible ones referenced in subsection b.)

Response:

Please refer to Exhibit ACCT-2 (CLP-1)(MS24A), Outside Line Contractors, at Line 453, McPhee Electric LTD, in the amount of $97,518.

a. Based on the Company's review of the specified timesheets, there is no significant missing information within the "Work Distribution" section. The timesheets are not intended to be an exhaustive record of every minute, task or discrete activity undertaken by a crew in the course of performing its work. Nor is the timesheet the method by which the Company manages the crews or assures that the crew is working in the manner and location that they are supposed to be. The timesheets are used to document the time worked and general nature of the work performed. Given the nature of storm restoration work, it would be impractical and inconsistent with the crews' primary responsibility of safely and efficiently

restoring electric service to require personnel to record every work task or discrete activity performed throughout the workday. The Company manages the crews through the oversight of the employee dispatching the crews and the External Field Resource Coordinator (EFRC), who is physically in the field with the crews, ensuring that the crews are properly engaged and assigned work to restore the system from storm damage. The linemen who are filling out the timesheets are primarily focused on working safely in a dynamic environment that is full of potentially lethal hazards. The EFRC is the Company representative who is responsible for signing the timesheets and they have personal knowledge of the work that the crews have performed and the activities they have engaged in, particularly in relation to the hours stated in Boxes 24 and 25.

Importantly, the crews are in "working" status for the entire duration of their shift – from start to finish. The Company does not compensate crews based on the specific restoration event to which they are assigned, nor are crews expected to be actively engaged in an "event" every minute of their shift. Time must be allocated at the start and end of each day, as well as between restoration "events," to complete all necessary steps to ensure safe working conditions in the field. For the Resource Management Teams identifying the jobs and deploying crews and the EFRC, the critical focus is to follow procedures, keep the crews safe, and keep them moving efficiently throughout the working shift. In this context, there is no bright line that separates one event from another, precisely segmenting the day from an "event" perspective. All activities, whether in preparation of, or "on the pole," are proper work activities that are undertaken during the work shift and will not be specified on the timesheet.

b. Please refer to EOE-237, Attachment 1 CONFIDENTIAL, for legible copies of expense receipts from McPhee invoice number 21327RR.

c. The vendor's contractual Exhibit B Pricing Schedule was inadvertently omitted from the materials originally submitted due to a clerical error during the submission process. The Exhibit B Pricing Schedule is now being provided as EOE-237, Attachment 2 CONFIDENTIAL.

d. The vendor's contractual Exhibit B Pricing Schedule is provided as EOE-237, Attachment 2 CONFIDENTIAL.

e. Under the applicable Master Service Agreement, contractors are entitled to payment for equipment at 50% of the applicable equipment rate while on standby, as provided in Section 3.6, page 5 of EOE-237, Attachment 2 CONFIDENTIAL, (Exhibit B Pricing Schedule). Accordingly, the equipment charges during standby were billed pursuant to the applicable contractual standby provisions. In addition, the total amount of $3,857.28 was charged for equipment.

With respect to field crew timekeeping, a field crew may characterize time during a shift as "standby," reflecting the physical status of the crew at a particular point in time. However, this characterization does not indicate that the crew or associated equipment was inactive or demobilized. During these periods, contractor resources may remain fully mobilized at the designated work or staging location, with personnel and equipment committed to Company operations and prepared to perform work immediately upon assignment. For example, resources may be awaiting the next ticket or work assignment, further direction from the Company, or otherwise transitioning between assignments, while supporting ongoing operations. Although the field crew may characterize this time as "standby" on its timesheet, the resources remain deployed and available only to Eversource for work purposes. Therefore, the working rate contractually applies.