Date Filed: September 28, 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-EQUIPMENT) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-17, p. 236. The Company reported an incremental charge of $12,361 for the PRIME Power Rental Inc vendor. Respond to the following:

a. Provide screenprints of the vendor's website.
b. Provide copies of any service level agreements (SLAs) between the Company and the vendor detailing the amount of time permitted for the vendor to provide a generator upon request. If SLAs do not exist, explain why.
c. Confirm that the Company allocated the invoiced amount between the MS24A and MS24B events. If not confirmed, explain why the invoice is approximately double the amount allocated to MS24A.
d. Identify if any of the generators were utilized in support of storm response. For any generators not used, explain why the Company rented the generators. Additionally, identify if there were any specific outages that warranted the rental of the generators that were resolved before usage.

Response:

Referring to Exhibit ACCT-2 (CLP-1)(MS24A), Outside Line Contractors, at Line 469, Prime Power Rental LLC, in the amount of $12,361.00

a. Please refer to EOE-242, Attachment 1, for a screenprint of the vendor's website.

b. At the time the services were required, the Company did not have an existing contract or service level agreement (SLA) with the vendor that specifically established a required response time for the provision of generators.

   The vendor was engaged on an emergency basis to support customer needs during outage restoration. The availability of portable generators provided the Company with an additional resource to support customers for the duration of extended outages, including vulnerable customers who rely on a continuous source of power for individual needs.

Given the emergent nature of the need, the services were retained in accordance with the Company's Procurement Policy, which permits the Company to secure necessary resources during emergency conditions without an existing contract specifically established for that scope of work. Accordingly, no formal SLA establishing a prescribed generator delivery timeframe was in place for these services.

c. The Company confirms that the invoiced amount is allocated between the MS24A and MS24B events. Please reference Exhibit ACCT-2 (CLP-1)(MS24A), line 469 for the amount of $12,361. Please reference Exhibit ACCT-2 (CLP-2)(MS24B), line 492 for the amount of $12,361.

d. None of the generator units referenced in Confidential Exhibit ACCT-2 CLP-1A-17, p. 236 were deployed during the two storm events. In both cases, the Company was faced with credible forecasts of severe weather and widespread power outages (Exhs. CLP-STORM-IMT-1; CLP-STORM-IMT-3 (Event 01-MS24A); CLP-STORM-IMT-3 (Event 02-MS24B)). Under these circumstances, the Company secured these generators to ensure system reliability and protect public safety.