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-LINE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-17, pp. 302-316. The Company reported an incremental charge of $64,884 for the Riggs Distler & Company Inc vendor. Respond to the following:

a. Referring to pp. 306-316, explain why the vendor was permitted to use a different Eversource Contractor Storm Daily Time & Work Report than is outlined within the Eversource Contractor Storm Daily Time & Work Report Procedure (Procedure) provided at EOE-022, Att.5. Additionally, referring to pp. 309, 314-316, explain why the vendor was not required to complete the information within boxes 24-26 (i.e., tracked hours per OMS event) as outlined within the Procedure.
b. 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. 5472 includes a List of Exhibits at p. 5478 which references the Pricing Schedule as Exhibit B but was unable to locate the document.
c. Referring to pp. 306-308, 310-313, 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.

Response:

a. Although the contractor did not utilize the Eversource Contractor Storm Daily Time & Work Report referenced in the applicable procedure, the documentation provided contained the key information necessary to support the billed charges, the majority of which consisted of standby hours. The supporting records included contractor details, hours worked, job locations, and required signatures. In conjunction with the Company's internal review controls and verification procedures, this documentation provided a sufficient basis for the invoice approver to validate the accuracy, reasonableness, and appropriateness of the charges.

b. 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-244, Attachment 1, CONFIDENTIAL.

c. 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-244, Attachment 1 CONFIDENTIAL (Exhibit B Pricing Schedule). Accordingly, the equipment charges associated with standby were billed pursuant to the applicable contractual standby provisions.

   For purposes of contractor timekeeping, a "standby" designation may reflect the operational status of the crew at a particular point in time and does not necessarily 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 immediately perform assigned work. For example, resources may be awaiting the next ticket or work assignment, awaiting further direction from the Company, or transitioning between assignments while remaining available to support ongoing operations. Although the contractor's crew may refer to this time as "standby" on the timesheet, the resources remain deployed and unavailable for other work.

Consistent with the contract, a total of $9,528 was charged for equipment associated with labor hours categorized as standby.