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**Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry**
**Request from: Office of Consumer Counsel**

**Question:**

(Storm MN25K – Line Crew) The following pertains to the responses provided as part of OCC-409 and the respective invoice #IN0001536-R3 for Atlantic Power Constructors LLC.

a. Considering the response provided in subpart (c) of OCC-409 and invoice #IN0001536-R3 and that the crew's final job for the day ended at 5:00 PM, explain the time spent traveling back to the hotel for the day and the time taken to have the evening meal. Did the Company record this information given the crew was released earlier than the end of the workday? How did the Company ensure the time charged related to this timesheet and invoice was appropriately considered work time and not standby time? Please explain how the crew had continued use for the equipment once it arrived at the hotel location and how those hours spent at the hotel before the end of the workday should not be considered standby time. If the definition of work time is included within the contract provided in OCC-44, provide reference.
b. Considering the response provided in subpart (e) of OCC-409, is breakfast, communication and coordination with Company Dispatcher, safety briefings, and stocking of trucks before the first assignment considered work time or standby time? If the definition of this work is documented within the vendor contract provided in OCC-044, provide reference. If these activities are held at the hotel or AWC, please explain how the equipment had yet been utilized for the day and why the time spent on these activities should not be considered standby time.

**Response:**

a. This question was addressed during the Tier 3 review process and the response given by the Contractor to account for the additional working time from 5pm to 10pm was broken down as follows:

   Crews did not receive hotel information until around 7pm (5pm to 7pm). The hotels were almost 2 hours away from last job site location and they stopped for dinner on the way (7pm – 8pm dinner) then (8pm-10pm drive).

   As per the applicable contract, once the crew has received the first ticket, the crew is no longer subject to being put on "Standby." Therefore all hours after the first ticket are "Working" hours.

Please refer to OCC-044, Attachment 2 CONFIDENTIAL, at page 636, where "Emergency Response Working Rates for Labor" is defined as "the agreed upon labor rates payable from the commencement of applicable Emergency Response Work through the termination of such Emergency response Work, excluding rest time during that Emergency Response Work."

b. The Company does not interpret "Standby" as a description of every period during which a contractor resource or piece of equipment is not actively performing a specific field task. Rather, "standby" is a contractual rate classification that applies under the circumstances established by the applicable agreement.

In this instance, the contractor had received notification to begin the workday, and the resources were mobilized and committed to Company operations. Accordingly, activities associated with preparing for and supporting those assignments, including communication and coordination with the Company Dispatcher, required safety briefings, preparation or stocking of trucks, and meal periods occurring within or between assigned work activities, were treated as part of the contractor's active workday and compensated at the applicable working rates. A meal period does not, by itself, place the crew or associated equipment into standby status where the resources remain mobilized, committed to Company work, and are continuing or preparing to continue assigned activities.

Similarly, the fact that certain activities may occur at a hotel, Area Work Center ("AWC"), staging location, or other location before the crew reaches a specific field assignment does not, by itself, place the personnel or equipment into a contractual standby status. Once assigned and mobilized, the equipment is committed to the Company's work and may be required for pre-job preparation, transportation of personnel and materials, safety activities, mobilization to the work location, and execution of assignments. Equipment therefore does not need to be physically operating during all work activities in order for the applicable working rate to apply.

Here, because the contractor had received assignments to begin Company work, the time was treated under the applicable working rates rather than the contractual standby.