Date Filed: November 17, 2026

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

Question:

(MS24F-VENDOR-TREE-DELAYED REMEDIATION) Refer to Response to EOE-310, Exhibit ACCT-2 CLP-6 (Outside Contractors tab), and Confidential Exhibits ACCT-2 CLP-6A-6 through CLP-6A-8. The Company was requested to provide details on a specific population of delayed storm remediation costs and to "*provide documentation demonstrating that the remediation was both necessary and directly applicable to the MS24F event.*" The Company's response cross-referenced to OCC-842, Att.1 which did not include the requested documentation. Please provide the information requested within EOE-310.

Response:

The Company referred the Office of Education, Outreach, and Enforcement ("EOE") to OCC-842[i], Attachment 1, (i.e. the Company's response to EOE-201[ii] in Docket 26-05-10), as it explains the categories of storm-related tree damage that may take weeks, or months, to remove, the guidelines for how storm-related tree damage is located and mitigated, and how storm-related tree damage that is not remediated for weeks, or months, is necessary for storm remediation efforts.

The Company cannot provide documentation in the manner that EOE is requesting. In 2024, the Company Arborists would have conducted and organized post-storm patrols via physical maps and received additional communications about potential threats to the system through various means including customer calls, communications from towns and tree wardens, or provided lists from Engineering patrols. These manual processes were not stored in a centralized location or tracked in a standardized way. As discussed in OCC-842 Attachment 1, "immediate threats as described in the guidelines are addressed as the patrol is performed or as soon as a crew can be committed to the work. Inventories and tracking is done by the crew and indicated on the timesheet or storm location sheet."

The Company's Vegetation Management Program ("VMP") has since transitioned to an Environmental Systems Research institute ("ESRI") Geographic Information System ("GIS")-based post-storm patrol process in 2026.

Prior Referenced Response

[i] OCC-842 Question:

(STORM)

a. Does the Company limit vegetation management work performed after storms solely to work caused by the storm?
b. If yes to a, please describe how the Company verifies that all trees cut by the vegetation management company had storm damage (for example, if a tree was touching the

OCC-842 Response:

Yes, the Company limits post-storm vegetation management work to damage caused by the storm.

Please refer to OCC-842, Attachment 1, for a copy of the Company's response to EOE-201 in Docket No. 25-12-13.

[ii] EOE-201 Question:

(MS24A-VENDOR-LINE) Refer to Exhibit ACCT-2 CLP-1, and Confidential Exhibit ACCT-2 CLP-1A-9, pp. 27-125. The Company reported nine incremental charges in the combined amount of $1,607,134 for the Conexus Energy Group LLC vendor. Each of the charges included a significant number of billable hours for travel (i.e., mobilization and demobilization) for both in state and out-of-state crews. Respond to the following:

a. Referring to pp. 27-38, as an example, explain why the vendor was permitted to bill for eight hours of mobilization and four hours of demobilization when the vendor was from in-state (i.e., mobilization from Deep River, CT to Windsor Locks, CT). As part of the response, provide emails or other correspondence contemporaneously obtained during the initial review to support the hours billed.
b. Referring to pp. 87-90, explain how the vendor was able to bill for seven hours when three of the four Eversource Contractor Storm Daily Time & Work Reports (timesheets) identified a start time of 6:00 a.m. and an end time of 12 p.m. (i.e., total of six hours). To be clear, the demobilization timesheets (i.e., pp. 91-92) report travel starting at 12 p.m. and the fourth timesheet reports an end time of 8 a.m. As part of the response, identify the total monetary impact of the additional hour billed.
c. Comparing p. 62, with p. 63 (as an example), confirm that the vendor correctly did not bill for equipment costs during standby as outlined within the contract. If not confirmed, cite the contract provisions that allow for billing of equipment during standby.
d. Comparing pp. 66-68, with pp. 56-57 (as an example), explain why the vendor reported two hours of standby within the first timesheet (i.e., pp. 66-68) when they started their first assignment at 8:30 a.m. but the vendor did not record commensurate standby hours for the second timesheet (i.e., pp. 56-57). As part of the response, identify the total monetary impact of the equipment billed for each referenced invoice between the crews' start time (box 6) to the first assignment (box 24).

EOE-201 Response:

As an initial matter, the Company notes that there appears to be a typographical error in the question. The question refers to Confidential Exhibit ACCT-2 CLP-1A-9. However, the Company expects that the relevant citation is Confidential Exhibit ACCT-2 CLP-1A-8.

a. During the initial hiring of these crews, this crew was documented as mobilized from Deep River Connecticut. However, the contractor crew was sent from Albany New York. This was discussed and approved post-event by the ERSG lead, who confirmed the crews were mobilized from Albany New York and not Deep River Connecticut.

   Furthermore, as indicated on the timesheets, the 8 hours of mobilization also included onboarding, meals and obtaining lodging.

b. During the invoice review process, the Company identified apparent discrepancies in the invoice details and documentation. In accordance with the dispute resolution process in the contract, the Company's Procurement and ESRG teams met with the vendor to discuss and further investigate the apparent discrepancies. Based on that meeting and the additional information provided by the vendor, the Company determined that the apparent discrepancy was minor and that there was a reasonable basis to reimburse the vendor for the amount at issue.

c. The vendor did not bill for equipment during standby, which was an error on their part. The contractor has the contractual right to bill for equipment during standby. The Company did not correct this error.
   Please see the Company's response to EOE-267i, for additional detail regarding billing for Equipment during Standby.

d. The difference between the referenced sets of crews is that one set of crews started the day on standby (pp. 66-68) and the other started on working time (pp 56-57). The Company assigned work for the crews already on work time crews and no immediate assignments to the standby crews so they remained on standby until work was assigned. Refer to subpart (c), regarding equipment costs.