STATE OF CONNECTICUT
PUBLIC UTILITIES REGULATORY AUTHORITY
OFFICE OF EDUCATION, OUTREACH, & ENFORCEMENT

September 11, 2026
Docket No. 26-05-10

Re: Docket No. 26-05-10 - Application of CL&P dba Eversource Energy to Amend its Rate Schedules

Enclosed are interrogatories **EOE-171 through EOE-267** directed to The Connecticut Light and Power Company d/b/a Eversource Energy ("Eversource," or "Company"). The responses to these questions have been deemed necessary by the Public Utilities Regulatory Authority (Authority) Office of Education, Outreach, and Enforcement (EOE) in connection with the above referenced docket, and will become a part of the record in this proceeding. Please note that persons responsible for responses must be available for cross-examination during a hearing, if held, and must attest to the truth and accuracy of their responses.

Please submit the responses to the Authority's Executive Secretary no later than **4pm on September 25, 2026**. If a response to any of the requested information has already been filed in response to another interrogatory response in this proceeding, please reference the interrogatory which provides the information. It is the respondent's responsibility to ensure that any such information is on file with the Executive Secretary of the Authority.

EOE requests that all interrogatory responses be included in the same document, rather than responses to each interrogatory being filed as individual documents.

Anyone filing material with the Authority should file only an electronic copy through the PURA Web Filing System. Please refer to Electronic Filing on the Authority's website for more information. **Paper filings will be accepted only if a person is unable to file electronically. The Authority reserves the right to request paper copies of certain filings at a later date.** No confidential material may be filed publicly through the web filing system. Confidential material can be filed electronically by email using the following directions: confidential material must be emailed directly to **Jeff.Gaudiosi@ct.gov** in an email with a subject line labeled in all capital letters "CONFIDENTIAL MATERIAL - NOT FOR PUBLIC DISCLOSURE." Each page of any electronic confidential information shall also contain a header "CONFIDENTIAL – NOT FOR PUBLIC DISCLOSURE." The motion for a protective order shall be filed publicly.

The Authority operates with the strong presumption that all documents filed with it are public records subject to the right of public inspection and copying in accordance with the Connecticut Freedom of Information Act, Conn. Gen. Stat. § 1-200 et. seq. In those

exceptional circumstances where a participant believes that information it intends to file is confidential under law, it may file a Motion for a Protective Order requesting an exemption from public disclosure. The Motion must provide specific legal arguments with reference to state or federal law describing with supporting facts why the information should be kept confidential. A certified affidavit supplied by a competent witness in support of the Motion, a proposed protective order and nondisclosure agreement must be appended to the Motion. The Authority will rule on the Motion forthwith, and give further direction as necessary. Contact the Authority's Executive Secretary at (860) 827-1553 with questions regarding making a confidential filing.

The current service list for this docket is available on the Authority's website located at www.dpuc.state.ct.us/DPUCservlist.html.

Sincerely,

By: /s/*Britany Wyman*
Brittany Wyman
Attorney
PUBLIC UTILITIES REGULATORY AUTHORITY
Office of Education, Outreach, and Enforcement

Enclosure
cc: Service List

CERTIFICATE OF SERVICE

I hereby certify that on this day the foregoing document was filed with the Public Utilities Regulatory Authority, and copies thereof were served upon each person designated on the official service list in this proceeding in accordance with R.C.S.A. § 16-1-15.

Sincerely,

By: /s/*Britany Wyman*
Brittany Wyman
Attorney
PUBLIC UTILITIES REGULATORY AUTHORITY
Office of Education, Outreach and Enforcement

The following Interrogatories, designated as EOE-171 through EOE-267, are directed to The Connecticut Light and Power Company d/b/a Eversource Energy ("Eversource," or "Company").

EOE-171. (STORM RESTORATION) Refer to Response to EOE-020, Att.1. Respond to the following:

a. Referring to column F (EVENT TYPE), explain what this column represents and specifically identify what "OUT" versus "NON" represents.
b. Referring to column K (ACT-CUST-OUT), explain what this column represents and specifically identify what a "0" represents.
c. Explain how the Company aligns outages to the different storm events and provide all relevant policies or procedures. As part of the response, using the MS24A event as an example, explain how the Company determined that the various new outages on January 11, 2024, would be aligned to the MS24A event when the Company's response to EOE-19, Att. 2 identified that demobilization occurred on January 9, 2024.

EOE-172. (STORM REPORTING) Refer to Response to EOE-007. The Company's response included an attachment that referenced multiple filings within Docket No. 25-12-13 (i.e., EOE-57, EOE-75, and EOE-213). Identify the specific storm events from 2018 through 2023 where the Company did not file or could not locate a post storm event report as being filed with the Authority in accordance with Docket No. 86-11-18.

EOE-173. (EXTERNAL VENDOR STORM BILLING GUIDANCE) Refer to Response to EOE-023. The Company was requested to provide "copies of all policies, procedures, or other guidance, including guidance on billing hours worked (i.e., travel, standby, and work classifications) provided internally and externally with line crew, damage assessor, and vegetation crew vendors". The Company's response referenced the contracts but did not include actual guidance to include the ERSG-Contractor Obligations – Instructions provided in response to EOE-059 within Docket No. 25-12-13. Respond to the following:

a. Provide the ERSG-Contractor Obligations – Instructions previously provided in Docket No. 25-12-13 at EOE-059, Att.1. Additionally, identify all revisions to the referenced instructions for storm events through 1Q25, if applicable.
b. Provide all additional policies, procedures, or other guidance that may have been omitted from EOE-023 and discuss all changes that occurred through 1Q25 storm events.

EOE-174. (MASTER SERVICE AGREEMENT) Refer to Response to EOE-024. Please provide a copy of every template Master Service Agreement (MSA) utilized by the Company since 2018, indicating the period of time each template was utilized. Identify all "template" changes made to the MSA since 2018, along with the respective dates of the changes. Additionally, please confirm that the MSA included standard language that stated "Standby Rates apply to labor resources only" for each storm event included in the Company's submission.

EOE-175. (CONTRACTS) Refer to Responses to OCC-044 and EOE-024. Compare and contrast the Confidential information provided in OCC-044 versus EOE-024. As part of the response, explain why the Company included certain contracts in OCC-044 that were not consistent with the contracts provided in EOE-024, Att. 1. As an example, OCC-044, Att. 1 references Contract Nos. CW2292868 and CW2281565 for the Asplundh Construction Corp vendor where neither contract was referenced in EOE-024, Att. 1. Specifically, EOE-024, Att. 1 references Contract Nos. CW2241580 and CW2280421. To the extent that the contracts are for different effective periods, please identify each vendor's respective contract number(s), and provide the applicable contract term.

EOE-176. (STORM-EXTERNAL VENDORS) Does the Company have any contractual or internal policies allowing external line vendors to charge for a predetermined or set number of hours for demobilization or mobilization beyond the vendor's actual commute? If yes, please provide supporting documentation.

EOE-177. (STORM FLEET) Refer to Response to EOE-031, Att.1. Respond to the following:

a. Confirm that the total cost of the storm fleet, inclusive of all vehicles for CT, MA, and NH, is included in the fleet costs referenced in Att.1. If not, identify the individual costs for each state.
b. Confirm that the total "hours used" for all three states serve as the basis of cost allocation. If not, identify how the costs are allocated and provide details supporting the allocation(s).
c. Identify if fleet vehicles "available" in a given state (i.e., CT, MA, NH) are used, or can be used, to support a different state's needs. Provide details as appropriate.
d. Supplement the information provided in EOE-031, Att. 1 with details on each external vendor who utilized the storm fleet for each storm event. As part of the response, please identify both the total number of hours incurred by vendor, as well as the total number fleet vehicles used by vendor.

EOE-178. (STORM FLEET) Refer to Response to EOE-031, including Att. 1. Provide an unlocked Excel spreadsheet detailing the each storm fleet cost for 2024 through present. As part of the response, please provide both a summary of the storm costs by category and a detailed listing of storm fleet costs that can be used to sample individual expenses. EOE refers the Company to Docket No. 25-12-13, Interrog. Resps. EOE-666, Att.2 and EOE-722, Att.1 for the costs by category (EOE-666, Att.2) as an example of the detailed listing of individual expenses (EOE-722, Att.1). Separately, provide the individual number of "hours used" by state (i.e., CT, MA, NH).

EOE-179. (STORM – DRONE USAGE) Refer to Response to EOE-033. Respond to the following:

a. Explain why the Company incurred more than a 5x increase in drone expenses for the test year (i.e., 2025) compared to all prior years.
b. Discuss if the increased drone expenses have resulted in a decrease in staffing levels within the Company's Event Level Matrix (ELM).
c. Provide evidence of the Company's competitive bid results for the drone services provided by the Creative Surveying vendor. If the vendor did not provide the most favorable competitive bid results, explain why the vendor incurred over 90% of the drone costs for the test year. Additionally, identify the incremental difference in drone spending for the Creative Surveying vendor compared to the lowest cost option resulting from the competitive bid process.

EOE-180. (STORM CARRYING COSTS) Refer to Exhibit CLP-ELP-1, pp. 122, 139-140, Exhibit ACCT-1 (Summary), and Response to OCC-143. The Company's recovery request includes "carrying charges at the Company's WACC from the date of cost incurrence" and includes storm events through 1Q2025, excluding events from 2Q25 through 4Q25. The Company identified that its "plan is to file the actual storm costs incurred from April 2025 through December 2026 with all supporting documentation on September 1, 2027." Discuss if the Company intends to request "historical" carrying charges (i.e., from the date of cost incurrence) on the omitted 2Q25-4Q25 events in the subsequent proceeding. If intended to request historical carrying charges in the subsequent proceeding, explain how the omission of 2Q25-4Q25 events from the current rate case application serves to minimize (i.e., contain) costs imposed on ratepayers.

EOE-181. (VEGETATION EQUIPMENT) Refer to Responses to EOE-137 and OCC-101, Att.1 Confidential. The Company's response to EOE-137 confirmed that the response to EOE-552 within Docket No. 25-12-13 "is accurate and has not resulted in any changes" and referred to OCC-101, Att.1 Confidential for standard equipment that is included within existing contracts and rates. It does not appear that OCC-101, Att.1 has specified the standard equipment that is included with crews/vehicles and is

otherwise non-billable. Consistent with EOE-552, confirm that "*bucket truck crews will have a minimum of two chain saws on the truck included in the cost of the hourly bucket truck rate. For local tree crews working in Connecticut, the requirement is a minimum of two (one-man) gasoline chain saws (one with at least a 14-inch bar length and one with at least a 21-inch bar length).*" If not confirmed, provide details on the billing practice changes and timing of the changes.

EOE-182. (WIRE GUARDS/COMP BID) Provide the competitive bid assessments performed for all vendors performing wire guard services included in the Company's response to EOE-970 in Docket No. 25-12-13. (i.e. applicable for the years 2024-2025) Please provide any additional competitive bid assessments for all vendors performing wire guard services that have been performed that were not included in the Company's response to EOE-970 applicable for the years 2024-2025.

EOE-183. (WIRE DOWN GUARDS) Identify if wire down guards require any unique qualifications, certifications, or experience. To the extent that unique qualifications, certifications, or experience are required, explain how the Company verifies that vendors only provide resources that meet these requirements.

EOE-184. (STORM INTERNAL CONTROLS) Refer to Response to EOE-009. Discuss the Company's internal controls applicable to the accuracy of reported storm costs and identify if any of the storm events were subject to different controls. If differences in controls exist, describe the differences, explain why changes occurred, and identify the specific controls applicable to each event.

EOE-185. (VEGETATION CREW BILLING) Refer to Responses to EOE-128 and EOE-129. If the standard workday ends at 4:30 PM, which includes a 30-minute unpaid lunch break, why are premium rates applied after 4:00 PM? Specifically, why would a vegetation crew who commenced billing at 2PM be allowed to commence billing at OT rates at 4PM in lieu of 4:30 PM.

EOE-186. (MUTUAL AID) Refer to Response to EOE-038. Respond to the following:

- **a.** Referring to Att.2, the Company identified approximately $3.6 million of mutual aid services provided to affiliates. Please identify the specific dates for which these services were provided.
- **b.** Referring to Att.3, the Company identified various mutual aid service charges to non-affiliated utility companies, including both incremental (e.g., over-time labor and out-of-pocket expenses) and charges already included in base rates (e.g., straight time). Please identify the total amount of charges applicable to existing base rate activities and explain why the amounts were not offset from the revenue request.

EOE-187. (MS24A-TIMING) Refer to Exhibit CLP-STORM-IMT-3 (Event 1) and Response to EOE-019, Att.1. Explain how the information provided within Ex. CLP-STORM-IMT-3 supports an initial arrival time of 1800 within EOE-019, Att.1. As part of the response, discuss the Company's expectations for when external vendors are expected to arrive in relation to the declared ERP event timing for all storm events. Additionally, discuss whether there are any differences between the expectations for local crews versus out of state crews.

EOE-188. (MS24A-VENDOR-LINE) Refer to Exhibit ACCT-2 CLP-1, Confidential Exhibit ACCT-2 CLP-1A-1, pp. 29-56. The Company reported an incremental charge of $177,073 for the Asplundh Construction Corp. Respond to the following:

a. Confirm that the difference between the reported recovery amount and the invoice amount is attributed to the "car vs. pole" activity referenced on p. 46. If not confirmed, explain the difference.

b. Referring to p. 42, explain why each of the individuals billed for 10 hours at a DT rate (i.e., compared to pp. 31-32) when the first work assignment was not started until 10:29 (i.e., approx. 4.5 hours after the employees' start time). Please explain why the vendor employees did not record activity as standby and bill at the lower TH rate prior to the first assignment. As part of the response, please identify the total incremental charge for the referenced employees billing at DT rates for the 4.5 hours in lieu of the TH rates.

c. Referring to pp. 35-36, explain why the vendor billed for equipment during standby. As part of the response, identify the total incremental charge for the equipment billed during standby and separately identify the incremental equipment charge for the hours referenced in subsection b.

EOE-189. (MS24A-VENDOR-TREE) Refer to Exhibit ACCT-2 CLP-1, Confidential Exhibits ACCT-2 CLP-1A-1 through CLP-1A-6. The Company reported 154 incremental charges for the Asplundh Tree Expert Co vendor with approximately 24 invoices where work began before 1630 and continued overnight (Rows: 38, 65, 66, 67, 70, 71, 73, 74, 77, 82, 83, 84, 85, 86, 88, 89, 90, 91, 92, 116, 129, 140, 188, and 191). Respond to the following:

a. Explain why the vendor was not required to bill at ST rates for the hours billed through 1630. Further explain why certain invoices billed at ST rates through 1600 and other invoices failed to bill any hours at ST rates to include situations when the employees commenced billing at 1500 hours. (see e.g., Rows 38, 83-85, etc).

b. Provide an unlocked Excel spreadsheet detailing each invoice referenced above (i.e., the referenced Rows) and identify the total number of hours billed at OT rates through 1630, along with the corresponding incremental charge. Specifically include the differential between the OT rate and ST rate multiplied by the number of hours billed at the OT rate through 1630.

EOE-190. (MS24A-VENDOR-TREE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-1, pp. 60-62. The Company reported an incremental charge of $1,507 for the Asplundh Tree Expert Co. Referring to p. 62, please explain why the Eversource Connecticut Emergency Restoration Tree Contractor Work Location includes no Emergency Call Out Information? If this report is not indicative of standby, explain why the document was not completed. Provide all applicable policies, procedures, or guidance that outlines the requirements for completing the Eversource Connecticut Emergency Restoration Tree Contractor Work Location report.

EOE-191. (MS24A-VENDOR-TREE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-1, pp. 150-153. The Company reported an incremental charge of $1,984 for the Asplundh Tree Expert Co, which included a miscellaneous charge of $600 for log removal. Explain why the Company was responsible for the removal of logs in lieu of the property owner or municipality. As part of the response, identify if the Company provided any form of pre-authorization for 3rd party charges, explain the specific services performed by the 3rd party (i.e., Grillo Services LLC), and explain why those services were necessary for storm remediation purposes.

EOE-192. (MS24A-VENDOR-TREE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-1, pp. 250-252. The Company reported an incremental charge of $4,471 for the Asplundh Tree Expert Co. Explain why the crew of two individuals were permitted to bill for both a 100' Lift and a separate pick-up truck for storm restoration efforts in lieu of sharing a single vehicle.

EOE-193. (MS24A-VENDOR-TREE-TRAVEL) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-2, pp. 104-142. The Company reported two incremental charges in the total amount of $58,139 for the Asplundh Tree Expert Co. The two charges applied to travel (i.e., mobilization and demobilization) to/from Weston, WV and Guilford, CT and seven hours of standby (i.e., pp. 106 and 133). Respond to the following:

a. Explain why the vendor was permitted to bill for 18 hours of mobilization and 14 hours of demobilization when the estimated travel was approximately 8.5 hours (i.e., pp. 128-131, 139-142). As part of the response, provide emails or other correspondence obtained during the initial review to support the hours billed. Additionally, identify the total incremental costs for the hours billed in excess of the estimated travel.

b. Confirm that each vendor employee billed for four total days of meals (i.e., pp. 105 and 132) when each employee only worked for six hours on day one and five hours on day four. If confirmed, cite the contract provisions that permit the billing of an entire day's worth of meals per diem when the vendor worked for only six and five hours, respectively.

EOE-194. (MS24A-VENDOR-TREE-TRAVEL) Refer to Exhibit ACCT-2 CLP-1 (rows 159-176 and 178-187) and Confidential Exhibits ACCT-2 CLP-1A-2 through CLP-1A-6. The Company reported 28 incremental charges in the combined amount of $982,455 for the Asplundh Tree Expert Co. Each of the charges primarily applied to travel (i.e., mobilization and demobilization) between Connecticut and North Carolina, Kentucky, New Jersey, Virginia, Maryland, or Ohio. Provide an unlocked Excel spreadsheet analyzing the total billable travel hours (i.e., both labor and equipment) for each invoice based on the billed travel time versus the estimated travel time, as included within the supporting documentation (see e.g., Exhibit CLP- 1A-2, p. 156). To the extent that the billed travel hours were in excess of 1.3 times the estimated hours, please provide any contemporaneous documentation that supports the evaluation and approval of the excess billed hours, as well as an estimated cost impact of the excess costs. To assist with this request, EOE offers the following visual but is amenable to other included information.

Line	Amount	Activity (Mob/Demob)	Starting Location	Ending Location	Crew Size	Est. Travel Hours	Est. Travel Hours x1.3	Travel Hours Billed	Excess Hours	Excess Costs (labor/equip)
159										
160										

EOE-195. (MS24A-VENDOR-TRAFFIC) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-7, pp. 234-238. The Company reported an incremental charge of $1,798 for the Certified Utility Services vendor. The invoice and supporting job assignment slips detailed flagging activities from January 8-9, and each detailed the 81214785 workorder in lieu of the MS24A011 workorder number for the current event. Please explain how these services are attributable to the MS24A storm event. Provide all supporting documentation. If these services should not be included in the MS24A storm event, please identify the associated costs that should be removed from the Company's request.

EOE-196. (MS24A-VENDOR-TRAFFIC) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-7, pp. 255-259. The Company reported an incremental charge of $1,192 for the Certified Utility Services vendor. The supporting job assignment slips detail flagging activities that commenced on January 8, prior to the storm event, where all of the flagging services occurred at the same location and for the same work order number (i.e., Bpdt24a1). Explain how any of the charges apply to the MS24A event.

Please explain how these services are attributable to the MS24A storm event. If these services should not be included in the MS24A storm event, please identify the associated costs that should be removed from the Company's request.

EOE-197. (MS24A-VENDOR-OTHER) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-8, pp. 1-3. The Company reported three incremental charges in the combined amount of $591 for the Charter Oak Building Maintenance Inc vendor. Identify the specific services performed and explain how the services were both necessary and incremental for storm remediation purposes.

EOE-198. (MS24A-VENDOR-TRAFFIC) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-8, pp. 14-15. The Company reported an incremental charge of $646 for the City of Danbury where the documentation detailed the activity as "no show cancel". Explain why a "no show cancel" is a necessary storm expense, notably for scheduled activity that occurred prior to the storm event.

EOE-199. (MS24A-VENDOR-ENVIRONMENTAL) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-8, pp. 16-21. The Company reported an incremental charge of $4,844 for the Clean Harbors Env Services Inc vendor where the documentation detailed the activity as "Manhole Cleanouts" and included an unrelated workorder number (i.e., NTKMAJ11). Explain why a manhole cleanout was a necessary incremental storm expense in lieu of a routine O&M cost. Additionally, explain why a different workorder number was used in lieu of the workorder number for MS24A.

EOE-200. (MS24A-VENDOR-CIVIL) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-8, pp. 22-26. The Company reported three incremental charges in the combined amount of $24,995 for the Coleman Drilling & Blasting Inc vendor. Each of the invoices was billed for hourly activity without signed timesheets or equivalent documents. Provide the relevant signed timesheets supporting the individuals and hours worked. If timesheets were not obtained, explain how the Company was able to validate the validity of the charges.

EOE-201. (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 6:00am and an end time of 12pm (i.e., total of six hours). To be clear, the demobilization timesheets (i.e., pp. 91-92) report travel starting at 12pm and the fourth timesheet reports an end time of 8am. 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 8:30am 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-202. (MS24A-VENDOR-LINE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-9, pp. 59-85. The Company reported an incremental charge of $590 for the D&D Power LLC vendor. Referring to p. 69, explain how "car vs pole" activity is a relevant incremental charge for the MS24A event.

EOE-203. (MS24A-VENDOR-TREE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-9, pp. 136-139. The Company reported two incremental charges in the combined amount of $47,132 for the Distinctive Gardens & Tree Care LLC vendor. Respond to the following:

a. Referring to p. 136, explain why the mini excavator was required for storm remediation purposes. As part of the response, provide any pre-authorizations from the Eversource arborist.

b. Identify if meals were available to the vendor employees during their support of the MS24A event and, if available, explain why the vendor would also be permitted to charge a per diem amount.

c. Explain why the supporting documents did not include Eversource Connecticut Emergency Restoration Tree Contractor Work Location reports and provide copies of the reports detailing the assignments.

EOE-204. (MS24A-VENDOR-OTHER) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-9, p. 140. The Company reported an incremental charge of $1,349 for the Eagle Fence & Guard Rail vendor. The charge related to a damaged chain link fence at a substation. Explain if this charge was included in the Company's capitalization offset for the MS24A event. If not included, explain why the purchase was a necessary incremental storm expense for the MS24A event.

EOE-205. (MS24A-VENDOR-LINE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-9, pp. 182-226. The Company reported an incremental charge of $188,806 for the East Coast Power LLC vendor. Respond to the following:

- **a.** The Company provided a consolidated invoice, along with various documents (i.e., timesheets) but does not appear to have provided an exhibit that details each employee, their titles, hours by day, rates, etc., to allow for a reconciliation to consolidated invoice. Provide documentation supporting the total billed amount, inclusive of rates and hours worked. If they have been filed, please indicate where it has been filed and resubmit it with this response.
- **b.** Referring to p. 183, provide a legible version of the document. (Note: it is unclear if p. 184 is the legible version of p. 183.)
- **c.** Referring to p. 184, explain why the Company allowed the vendor to bill for 12 hours of standby "waiting for Lodging Information" without assignments.
- **d.** Referring to pp. 185-193, explain if the Eversource Contractor Storm Daily Time & Work Reports were fully completed as required by the Eversource Contractor Storm Daily Time & Work Report Procedure provided at EOE-022, Att.5. If not fully completed, explain why the Eversource reviewer did not require the information to be completed prior to approval.
- **e.** Referring to pp. 185-193, explain how the Eversource reviewer was able to determine that the billed activity related to work (i.e., box 12) in lieu of standby time (i.e., box 11) which would have resulted in fewer billable equipment hours as applied for other standby hours (e.g., p. 184 demonstrates certain equipment that was not billed during standby). As part of the response, provide documentation to support the correct billing classification and, if not available, identify the incremental costs for both labor and equipment that was charged for work in lieu of standby.

EOE-206. (MS24A-VENDOR-LINE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-9, pp. 230-250. The Company reported an incremental charge of $151,095 for the E-J Electric T&D LLC vendor. Respond to the following:

- **a.** Cite the location of the vendor's contractual Pricing Schedule Exhibit (i.e., typically referred to as Exhibit A). EOE observed that the contract

provided at OCC-044, Att.2 (Confidential), starting at p. 1147 includes a List of Exhibits at p. 1153 which references the Pricing Schedule as Exhibit B but was unable to locate the document. Additionally, EOE observed similar documentation within EOE-024, Att.3 (Confidential) with a similar omission.

b. Explain why the equipment was charged at 50% during standby when the Company's Master Service Agreement omits billing of equipment during standby. Additionally, identify the remaining amount ($) of equipment that was charged for standby.

EOE-207. (MS24A-VENDOR-LINE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-9, pp. 251-304. The Company reported six incremental charges in the total amount of $787,502 for the Elecnor Energy Services LLC vendor. Respond to the following:

a. Referring to pp. 256-260, pp. 268-271, pp. 279-283, pp. 291-294, and pp. 300-304, explain if the Eversource Contractor Storm Daily Time & Work Reports were fully completed as required by the Eversource Contractor Storm Daily Time & Work Report Procedure provided at EOE-022, Att.5. If not fully completed, explain why the Eversource reviewer did not require the information to be completed prior to approval.

b. Referring to OCC-044, Att. 2 (Confidential), p. 1449-1491, confirm that the vendor's Exhibit A Pricing Schedule contains the Company's standard provisions, including "Standby Rates apply to labor resources only" (i.e., p. 1456). If not confirmed, cite the revised Exhibit A Pricing Schedule that was executed (signed) for 2024 and 2025 that revised the standard provisions.

c. Referring to pp. 256-260, pp. 268-271, pp. 279-283, pp. 291-294, and pp. 300-304, explain how the Eversource reviewer was able to determine that the billed activity related to Work (i.e., box 12) in lieu of standby time (i.e., box 11) given the lack of any work details in boxes 20-25 (i.e., pp. 256-260) or the lack of start times in box 24 (i.e., pp. 268-271, pp. 279-283, pp. 291-294, and pp. 300-304).

d. Provide the billed equipment costs applicable for January 10, 2024, as derived from the six invoices resulting from pp. 256-260, pp. 268-271, pp. 279-283, pp. 291-294, and pp. 300-304. As part of the response, please identify the amount per invoice.

EOE-208. (MS24A-VENDOR-LINE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-9, pp. 305-312, 315, 320. The Company reported an incremental charge of $13,062 for the Elecnor Hawkeye LLC vendor for activity referenced as 'Dock Work' and reported the activity under Work Order # 80290578 (pp. 305-306). The description of work completed identified the daily activity as "26 Round Hill Dr, Danbury – Crew Completed

Job, and Removed Old Pole" and then referenced "see storm sheets for the remaining hours" (p. 310). Finally, each of the employees were separately included within a different invoice (compare p. 310 with p. 315) where a separate Eversource Contractor Storm Daily Time & Work Report included a description of work that stated "standby after regular work, report back at 0600 next day" (p. 320). Respond to the following:

a. Confirm that the $13,062 cost was incorrectly included within the storm recovery request.
b. If subsection a is not confirmed, explain why the Company included the same individuals within two different invoices for the same day.
c. If subsection a is not confirmed, explain why the Company did not use the correct storm Work Order #.
d. If subsection a is not confirmed, provide documentation supporting the specific hours worked associated with the storm versus the non-storm activities for January 9, 2024, including a breakdown of hours between standby and work.

EOE-209. (MS24A-VENDOR-LINE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-9, pp. 313-330. The Company reported an incremental charge of $187,949 for the Elecnor Hawkeye LLC vendor. Respond to the following:

a. Cite the location of the vendor's contractual Pricing Schedule Exhibit (i.e., typically referred to as Exhibit A). The contract provided in OCC-044, Att.2 (Confidential), starting at p. 1492 includes a List of Exhibits at p. 1498 which references the Pricing Schedule as Exhibit B but was unable to locate the document.
b. Referring to pp. 318-323, 327, 328, 330, 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.

EOE-210. (MS24A-VENDOR-TRAFFIC) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-10, pp. 1-3. The Company reported an incremental charge of $1,173 for the Elite Flaggers LLC vendor. The supporting documents detail flagging activities from January 8, 2024 (prior to the storm event) and January 11, 2024 (after the storm event), and detail unrelated workorder numbers. Identify which of the two services apply to the MS24A event and provide documentation supporting the applicability of the services. If an error occurred, confirm that the amount will be removed from the recovery request.

EOE-211. (MS24A-VENDOR-TRAFFIC) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-10, pp. 26-44. The Company reported an incremental charge of $8,500 for the Elite Flaggers LLC vendor. The supporting documents detail various flagging activities from January 8, 2024 (prior to the storm event) through January 13, 2024 (during a different storm event), and detail multiple unrelated workorder numbers. Identify the specific assignments that derive the $8,500 amount and, where applicable, explain why the supporting documents did not detail the correct workorder number. If applicable, provide documentation supporting the applicability of the services to the MS24A event.

EOE-212. (MS24A-VENDOR-OTHER) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-10, p. 63. The Company reported an incremental charge of $658 for the Expressway Courier & Freight LLC vendor. Discuss the specific services provided and explain why it was necessary to incur these costs for storm recovery purposes. As part of the response, identify any non-incremental cost options the Company pursued to include the use of employees.

EOE-213. (MS24A-VENDOR-TRAFFIC) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-10, pp. 64-89. The Company reported an incremental charge of $17,491 for the Extra Duty Solutions vendor. Explain the Company's practices regarding the engagement of police officers for standby. As part of the response, identify if there are cities, towns, or municipalities that require the use of police officers during storm restoration versus other flagging providers.

EOE-214. (MS24A-VENDOR-PURCHASED) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-10, p. 95. The Company reported an incremental charge of $954 for the Grainger vendor. The charge related to the purchase of a Fiberglass Ladder and two racks. Explain if this charge was included in the Company's capitalization offset for the MS24A event. If included, please demonstrate where. If not included, explain why the purchase was a necessary incremental storm expense for the MS24A event and explain if the equipment was available for post-storm usage.

EOE-215. (MS24A-VENDOR-CIVIL) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-10, pp. 98-99. The Company reported an incremental charge of $1,010 for the H I Stone & Son Trucking Inc vendor. The charge related to the assistance "to stop water" for activity that occurred on February 9, 2024 (one month after the MS24A event) and included a reference to the MS23B011 workorder number. Please explain how this charge was applicable to the MS24A event and provide supporting documentation. If the Company's response identifies the charge as being applicable to the MS23B event, please provide a similar explanation and supporting documentation.

EOE-216. (MS24A-VENDOR-LINE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-10, pp. 102-116. The Company reported an incremental charge of $110,362 for the Harlan Electric Construction vendor. Respond to the following:

a. Explain why the Company allowed the vendor to commence billing on January 8, 2024 (6 hours), bill for 16 hours on January 9, 2024, and then bill for another 6 hours prior to being released on January 10, 2024, when there were no assignments provided for the entire duration. As part of the response, explain why the Company did not defer the start of services by a day given that the ERP was not declared until 6PM on January 9, 2024 (Ex. CLP-STORM-IMT-3, p. 29). As relevant, provide documentation (i.e., emails, etc.) supporting the Company's response, to include Company emails identifying when the vendor was expected to be available for storm recovery purposes.

b. Cite the location of the vendor's contractual Pricing Schedule Exhibit (i.e., typically referred to as Exhibit A). EOE observed that the contract provided at OCC-044, Att.2 (Confidential), starting at p. 2286 includes a List of Exhibits at p. 2292 which references the Pricing Schedule as Exhibit B but was unable to locate the document. EOE observed a similar omission in EOE-024, Att.4 (Confidential). To be clear, EOE is looking for the template language, not the individual rates.

c. Referring to pp. 107-114, 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.

EOE-217. (MS24A-VENDOR-LINE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-10, pp. 117-131. The Company reported an incremental charge of $3,686 for the Haugland Energy Group LLC vendor for activity referenced as 'Dock Work' and reported the activity under workorder number MS24J011 (pp. 117, 129-130). The Company's documentation did not include an Eversource Contractor Storm Daily Time & Work Report or similar exhibit detailing the information outlined for the storm remediation. Provide the omitted Eversource Contractor Storm Daily Time & Work Report or explain why the document was not completed. Additionally, explain how the Eversource reviewer was able to verify the applicability of the charges to the MS24A event and provide supporting documentation.

EOE-218. (MS24A-VENDOR-FOOD/LODGING) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-10, pp. 132-134. The Company reported an incremental charge of $66,863 for the Haugland Energy Group LLC vendor. The Company failed to provide any supporting documentation for the activity performed to include the signed Eversource Contractor Storm Daily Time & Work Reports, provide the omitted documentation.

EOE-219. (MS24A-VENDOR-LINE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-10, pp. 158-162. The Company reported an incremental charge of $99,735 for the HT-Exit 88 Hotel TRS LLC vendor (i.e., Marriott Mystic). The charges included 185 hotel rooms for the evening of January 11, 2024 and 185 "Breakfast & Box Lunch" meals for January 12, 2024. Identify if all of the referenced rooms and meals were utilized, and if so, by which vendor(s). If not used, identify the number of rooms and meals that were unused and explain why they were not canceled.

EOE-220. (MS24A-VENDOR-LINE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-11, pp. 12-86. The Company reported an incremental charge of $1,534,662 for the I B Abel Inc vendor. Respond to the following:

- **a.** Referring to pp. 23-41, explain why the billable hours for Travel Time in box 7 were lowered and the billable hours for Standby Time in box 8 were increased. As part of the response, identify when this correction occurred in the review process and explain how the hours were derived.
- **b.** Referring to OCC-044, Att.2 (Confidential), pp. 2732-2734, confirm that the vendor's Exhibit A Pricing Schedule contains the Company's standard provisions, including "Standby Rates apply to labor resources only" (i.e., p. 2732).
- **c.** If subsection b is confirmed, refer to pp. 23-62 and explain why the equipment was charged during standby. Additionally, identify the amount ($) of equipment that was charged for standby.
- **d.** If subsection b is not confirmed, cite the revised Exhibit A Pricing Schedule that was executed (signed) for 2024 and 2025 that excludes the standard provisions.

EOE-221. (MS24A-VENDOR-SERVICE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-11, pp. 94-98. The Company reported an incremental charge of $12,176 for the JHD Corp vendor. The invoice referenced a project of "2023-2024 CT Access Road & ROW Trans. Maint. Services (p. 94). Respond to the following:

- **a.** Identify if the storm-related services were associated with the transmission or distribution system.

b. If response to subsection a is the distribution system, explain the specific storm-related services that were performed in support of the Eversource distribution system and provide supporting documentation.

c. If response to subsection a is the transmission system, explain why services associated with the transmission system were included in the storm recovery request.

EOE-222. (MS24A-VENDOR-CIVIL) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-11, p. 109. The Company reported an incremental charge of $18,776 for the KTI Utility Construction & Maintenance LLC vendor. The invoice referenced activity from both workorder number MS24A011 and MS24B011. Explain why the Company allocated the full amount of the invoice in lieu of allocating applicable charges to the MS24B storm event. As part of the response, identify the amount applicable to the MS24B event.

EOE-223. (MS24A-VENDOR-TREE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibits ACCT-2 CLP-1A-11 through CLP-1A-16. The Company reported 141 incremental charges for the Lewis Tree Service Inc vendor with approximately 43 invoices where it appears that the vendor failed to bill the required hours at ST rates. Respond to the following:

a. Explain why the vendor was not required to bill at ST rates for the hours billed through 1630.

b. Explain why the vendor was permitted to bill for an entire hour short of the 1630 timeline and failed to account for nine hours of ST. (see e.g., Rows 329, 369- 378).

c. Provide an unlocked Excel spreadsheet detailing each invoice referenced above (i.e., the referenced Rows) and identify the total number of hours billed at OT rates through 1630, along with the corresponding incremental charge. To be clear, this request is looking for the differential between the OT rate and ST rate multiplied by the hours billed.

EOE-224. (MS24A-VENDOR-TREE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-11, pp. 252-254. The Company reported an incremental charge of $7,002 for the Lewis Tree Service Inc vendor. Explain why the vendor was necessary for January 11, 2024 when the storm was demobilized on January 10, 2024, the crew had only performed standby activity on both January 9th and 10th, and the crew was only used for standby on January 11th (p. 254). As part of the response, please identify the incremental charge associated with the standby activity on January 11th.

EOE-225. (MS24A-VENDOR-TREE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibits CLP-1A-13 through CLP-1A-14. The Company reported 17 incremental charges for the Lewis Tree Service Inc vendor for crews that

traveled from Maryland for a total cost of $229,350 (Rows: 332-346, 348, and 351). Respond to the following:

a. Explain why the vendor commenced travel on January 8, 2024 from Baltimore Maryland when the storm was not anticipated to impact the state until the afternoon of January 9, 2024.
b. Provide an unlocked Excel spreadsheet calculating the incremental cost impact for the vendor's billing of seven hours of standby on January 9, 2024 for both labor and equipment.
c. Explain why the vendor was permitted to bill for 12 hours of travel on January 8, 2024 (mobilization) and 12 hours on January 11, 2024 (demobilization) when the vendor's own documentation demonstrates that they took a longer distance (i.e., 346 miles) which only required 5 hours, 45 minutes (see e.g., Ex. CLP-1A-13 p. 40), or less than 7.5 hours after applying a 1.3 factor increase.
d. Provide an unlocked Excel spreadsheet calculating the incremental cost impact for the vendor's billing of nine hours (i.e., the additional 4.5 hours of both mobilization and demobilization) for both labor and equipment.
e. Cite the contract provisions that permit the vendor to bill for both mileage and for vehicle usage during mobilization and demobilization. If not defined within the contract, explain why the vendor was permitted to bill for both costs.

EOE-226. (MS24A-VENDOR-TREE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-15, pp. 1-3. The Company reported an incremental charge of $6,216 for the Lewis Tree Service Inc vendor. Explain why the vendor was necessary for January 11, 2024 when the storm was demobilized on January 10, 2024, the crew had only performed standby activity on both January 9th and 10th, and the crew was only used for standby on January 11th (p. 3). As part of the response, please identify the incremental charge associated with the standby activity on January 11th.

EOE-227. (MS24A-VENDOR-TREE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-15, pp. 53-54. The Company reported an incremental charge of $3,573 for the Lewis Tree Service Inc vendor. The charge is supported by a timesheet that references activities from January 8-9, 2024 (prior to the storm event) and separate activities from January 11-12, 2024 (after the storm event) and failed to include an Eversource Connecticut Emergency Restoration Tree Contractor Work Location Report. Additionally, the charges include billing for atypical equipment, notably a Chipper Disk and a Chipper Truck. Respond to the following:

a. The timesheet supports a larger charge than included within the recovery request. Please identify the specific dates that the Company is attributing to the MS24A event and provide calculations to support the recovery request.

b. Provide the omitted Eversource Connecticut Emergency Restoration Tree Contractor Work Location Report detailing the specific storm-related activities performed.
c. Provide documentation (i.e., screen-prints from the Company's Work Management System) demonstrating that the remediation was caused by the MS24A event.
d. Explain why the Chipper Disk and Chipper Truck were necessary for storm remediation purposes and for the activities referenced in the Report requested in subsection b. As part of the response, provide documentation to support the Company's pre-authorization of the additional charges and specifically identify the incremental amount associated with this equipment.

EOE-228. (MS24A-VENDOR-TREE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-15, pp. 58-59. The Company reported an incremental charge of $4,395 for the Lewis Tree Service Inc vendor. The charge is supported by a timesheet that references activities from January 8-9, 2024 (prior to the storm event) and separate activities from January 11-12, 2024 (after the storm event) and failed to include an Eversource Connecticut Emergency Restoration Tree Contractor Work Location Report. Additionally, the charges include billing for atypical equipment, notably extra chainsaws. Respond to the following:

a. The timesheet supports a larger charge than included within the recovery request. Please identify the specific dates that the Company is attributing to the MS24A event and provide calculations to support the recovery request.
b. Provide the omitted Eversource Connecticut Emergency Restoration Tree Contractor Work Location Report detailing the specific storm-related activities performed.
c. Provide documentation (i.e., screen-prints from the Company's Work Management System) demonstrating that the remediation was caused by the MS24A event.
d. Explain why the extra chainsaws were necessary for storm remediation purposes and for the activities referenced in the Report requested in subsection b. As part of the response, provide documentation to support the Company's pre-authorization of the additional chainsaw charges and specifically identify the incremental amount associated with this equipment.

EOE-229. (MS24A-VENDOR-TREE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-15, pp. 119-121. The Company reported an incremental charge of $9,856 for the Lewis Tree Service Inc vendor. The charge relates to activities from January 9-12, 2024. Explain how the vendor was permitted to bill for nine hours on January 12, 2024 when they

recorded work hours between 7am and 3pm (total of eight hours). As part of the response, please identify the impact of billing an extra hour (OT) for each employee.

EOE-230. (MS24A-VENDOR-TREE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-16, pp. 16-18. The Company reported an incremental charge of $3,149 for the Lewis Tree Service Inc vendor. The charge relates to activities from January 8-10, 2024. Explain how remediation activity from January 8, 2024 relates to the MS24A event when the event did not impact the state until the evening of January 9th. As part of the response, please identify the incremental impact of the January 8th charge.

EOE-231. (MS24A-VENDOR-TREE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibits ACCT-2 CLP-1A-15 through CLP-1A-16, Rows 373-376, 393. The Company reported various incremental charges for the Lewis Tree Service Inc vendor. Each of the invoices included billing for extra chainsaws. Identify if the extra chainsaws were pre-authorized by the Eversource arborist and identify the total incremental amounts. If pre-authorization occurred, please provide documentation, along with explanations for why the extra equipment was necessary.

EOE-232. (MS24A-VENDOR-TREE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-16, pp. 135-151. The Company reported an incremental charge of $93,805 for the Lucas Tree Experts vendor. The charge was supported by multiple timesheets that reference activities starting on January 7, 2024 (several days prior to the storm event) and includes Eversource Connecticut Emergency Restoration Tree Contractor Work Location reports that identify remediation at consistent locations for the duration of the activity (see e.g., p. 139, remediation on 1/7, 1/8, 1/10, and 1/11 occurred at "New rd, Nt-Nt" or "New, 1-2"). Respond to the following:

- **a.** Referring to pp. 139, 141, 143, 145, 147, 149, and 151, explain whether each of the referenced Eversource Connecticut Emergency Restoration Tree Contractor Work Location reports were fully completed in accordance with the Company's expectations. As part of the response, explain why most of the activity was solely characterized as "Vine" and does not include additional details on the underlying Trees.
- **b.** Explain what "New rd, Nt-Nt" or "New, 1-2" represents as included within the various timesheets and Eversource Connecticut Emergency Restoration Tree Contractor Work Location reports (i.e., pp. 138-151).
- **c.** Identify the total monetary impact of all services represented as "New rd, Nt-Nt" or "New, 1-2".
- **d.** Referring to pp. 138, 145, 148, and 150, explain the specific storm-related services performed on January 7-8th (i.e., days prior to the

MS24A event) and explain why the vendor was permitted to perform services on a Sunday, at higher billable rates.

e. Identify the total amount of per diems that the vendor was permitted to bill and explain why these expenses were warranted for storm remediation purposes. As part of the response, cite the contract provision that permits per diems for storm remediation purposes.

EOE-233. (MS24A-VENDOR-TREE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-16, pp. 185-187. The Company reported an incremental charge of $599 for the Lucas Tree Experts vendor. The charge was related to hotels for the evening of January 7, 2024, several days prior to the MS24A event. Explain how the charges relate to the MS24A event and provide documentation to support the applicability of the charges.

EOE-234. (MS24A-VENDOR-LINE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-16, pp. 193-212. The Company reported two incremental charges in the combined amount of $153,711 for the M J Electric LLC vendor. Respond to the following:

a. Explain why the equipment was charged at 50% for standby. If applicable, cite the applicable contract provisions. Additionally, identify the remaining amount ($) of equipment that was charged for standby.

b. Referring to p. 207, confirm that the Company included a charge applicable to “car vs pole”. If confirmed, identify the total impact of this activity and explain why this amount was not eliminated from the storm recovery request. As part of the response, please provide an unlocked Excel spreadsheet supporting applicable calculations.

EOE-235. (MS24A-VENDOR-FOOD) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-16, p. 213. The Company reported an incremental charge of $31,432 for the Madison Lakota Oaks FB LLC vendor. The charges included 160 meals (e.g., “To Go Breakfast” and “sandwich To Go Lunch”) for January 12, 2024. Identify if all of the referenced meals were utilized in support of the MS24A event, and if so, by which vendor(s). If not all used, explain why they could not be canceled.

EOE-236. (MS24A-VENDOR-LINE; WIRE GUARDS) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-16, pp. 214-225. The Company reported four incremental charges in the combined amount of $60,030 for the Maverick Construction Corp vendor for Wire Guards. Respond to the following:

a. Confirm that the wire guards were not utilized for remediation services (i.e., guarding downed wires). If not confirmed, cite the supporting documents demonstrating the actual services that were rendered.

b. Identify the billings attributed to mobilization, demobilization, and standby. If response to subsection (a) identifies actual remediation, please also include the billings attributed to work.

c. Referring to pp. 216, 219, 222, and 225, the Company provided Eversource Contractor Storm Mobilization & Demobilization Time Reports that billed eight hours of mobilization and four hours of demobilization for every vendor employee with a general location reference of "Various locations throughout the northeast, NY, PA, Boston MA". Explain how vendor employees could have mobilized/demobilized from "various locations" but were permitted to bill the same number of hours. Additionally, explain how the Company was able to validate the accuracy of the billed hours given the lack of locations for each billed individual.

d. Provide documentation to support the specific efforts performed by the Company to obtain local wire down guard crews in lieu of those "throughout the northeast".

e. Cite the location of the specific contract and pricing schedule supporting the rates charged for the services (i.e., wire down guards) provided.

EOE-237. (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 p. 3995 which references the Pricing Schedule as Exhibit B which could not be located in the document.

d. 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.)

EOE-238. (MS24A-VENDOR-OTHER) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-17, p. 68. The Company reported an incremental charge of $75 for the Michael Bryggare vendor for photography services. Explain why photography services were a necessary incremental storm cost.

EOE-239. (MS24A-VENDOR-LINE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-17, pp. 100-151. The Company reported an incremental charge of $1,285,629 for the Midcon Energy Services Inc vendor. The charge applies to travel (i.e., mobilization and demobilization), standby, and work. Respond to the following:

a. Referring to pp. 118-121 and pp. 134-136, explain why the vendor was permitted to submit Eversource Contractor Storm Daily Time & Work Reports without completing any Event Start Times (box 24) and Event End Times (box 25). As part of the response, explain how the Company was able to verify the accuracy of the reported travel time (box 10), standby time (box 11), and work time (box 12).

b. Referring to p. 150-151 (as a 1st example), explain why the vendor was permitted to bill for 6.5 hours of mobilization from Beacon Falls CT to Windsor CT and four hours for demobilization when that commute would typically take less than 1 hour, or less than 1.5 hours after applying a 1.3 factor increase. As part of the response, provide any communication between the Company and the vendor that occurred prior to the approval of the invoice substantiating the travel hours billed.

c. Referring to p. 137-138 (as a 2nd example), explain why the vendor was permitted to bill for four hours of demobilization from Norwalk CT to Windsor CT when that commute would typically take less than 1.5 hours, or less than 2 hours after applying a 1.3 factor increase. As part of the response, provide any communication between the Company and the vendor that occurred prior to the approval of the invoice substantiating the travel hours billed.

d. Referring to pp. 101-105, provide the information within an unlocked Excel spreadsheet and supplement each of the travel hours billed to the Company (i.e., mobilization on 1/9/24, travel on 1/10/24, and demobilization, on 1/10/24) with details for the starting and ending locations, the number of miles between the two locations, and provide any communication between the Company and the vendor that occurred prior to the approval of the invoice substantiating the travel hours billed.

EOE-240. (MS24A-VENDOR-FOOD) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-17, pp. 176-177. The Company reported an incremental charge of $484 for the Orems Diner of Wilton LLC vendor for meal services. Confirm that these meals were provided to vegetation crews. If confirmed, identify if the meal costs were included in the Company's Frontier Billing.

EOE-241. (MS24A-VENDOR-LINE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-17, pp. 215-235. The Company reported an incremental charge of $219,637 for the Premium Utility Contractor Inc vendor. Respond to the following:

a. Referring to pp. 217-221, explain why the vendor billed at DT rates from 6:00am on January 10, 2024, when the crews didn't receive their first work assignment until 9:00am, three hours after the vendor's start time. As part of the response, please identify the incremental impact of billing three hours at DT rates in lieu of the OT rates, as well as the corresponding equipment charges that would otherwise be excluded during standby.

b. Referring to pp. 222-224, explain why the vendor billed at DT rates from 6:00am on January 10, 2024, when the crews didn't receive their first work assignment until 10:00am, four hours after the vendor's start time. As part of the response, please identify the incremental impact of billing four hours at DT rates in lieu of the OT rates, as well as the corresponding equipment charges that would otherwise be excluded during standby.

EOE-242. (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.

EOE-243. (MS24A-VENDOR-LINE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-17, pp. 238-301. The Company reported seven incremental charges in the total amount of $1,321,356 for the Quality Lines Inc vendor. Respond to the following:

a. Referring to pp. 243, 249-252, 258-261, 267-270, 276-283, 289-292, and 298-301, explain why the vendor was permitted to bill for travel time prior to the commencement of work when the vendor was subject to a flat rate for Mobilization/Demobilization? As part of the response,

identify the amount of travel that was billed and provide documentation supporting the billed travel hours for each crew (i.e., starting/ending locations) and identify the incremental travel costs (i.e., for both vendor employees and equipment) that were included within the recovery request.

b. Identify who owned the equipment used by the various crews that were flown in.

c. Referring to pp. 258-261, explain how the vendor was permitted to bill for 13 hours when they recorded a total of 11 hours within boxes 6 and 7 (i.e., 4am to 3pm) and failed to record any hours within boxes 24 and 25 (i.e., Event Start Time and Event End Time). As part of the response, identify the incremental impact of the two hours of additional billing (i.e., for both employees and equipment) that were included in the recovery request.

d. Comparing pp. 274-275 with pp. 276-279, explain how the vendor could have mobilized as of 8pm on January 9, 2024 (see e.g., p. 274, box 22) and then commenced additional billing at 6pm on the same day (see e.g., p. 276, box 6). To be clear, the documentation supports that duplicate billing occurred between the hours between 6pm and 8pm. As part of the response, identify the incremental impact of the duplicate hours billed.

e. Referring to pp. 280-283, confirm that the vendor failed to include details regarding the work start and end times (i.e., boxes 24 and 25) for January 10, 2024. If confirmed, explain how the Company was able to derive the correct treatment of travel (box 10), standby (box 11), and work (box 12) hours. As part of the response, provide documentation to support the timing for the actual commencement of work.

EOE-244. (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.

EOE-245. (MS24A-VENDOR-OTHER) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-17, pp. 326-327. The Company reported an incremental charge of $6,599 for the Sky Scape Industries LLC vendor. Respond to the following:

a. Identify the specific services that this vendor provides.
b. Confirm that the vendor was only utilized for standby. If not confirmed, provide documentation to support the services performed and explain why the invoice referred to each bill line as standby.
c. Cite the section of the ERP that requires the staging (i.e., standby) of the vendor's services discussed in subsection (a). If not included in the ERP, explain why this vendor was engaged without actual services being required.
d. Provide documentation that supports both the standby hours charged (i.e., signed timesheets) and the miles incurred (i.e., mileage logs). To the extent that there are no supporting documents, explain how the Company validated the accuracy of the billing.
e. Cite to the applicable contract and pricing schedule for this vendor.

EOE-246. (MS24A-VENDOR-LINE-TRAVEL) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-17, pp. 329-391. The Company reported an incremental charge of $273,731 for the SM Electric Group Inc vendor. The charge applied to travel (i.e., mobilization and demobilization) and standby activities. Respond to the following:

a. Referring to pp. 331-332, explain why the vendor was permitted to bill for 11 hours of mobilization (travel) when the estimated travel between Rahway NJ and Rocky Hill CT is less than 3 hours or 4 hours after applying the 1.3 factor. To the extent that the billable hours are attributed to something other than travel, cite the contract provisions that permit the vendor to bill for the referenced activity and explain why it was classified as travel. As part of the response, please provide emails or other correspondence obtained during the initial review to support the hours billed.
b. Referring to p. 333, explain why the vendor was permitted to bill for 5 hours of demobilization (travel) when the estimated travel between Rocky Hill CT and Rahway NJ is less than 3 hours or 4 hours after applying the 1.3 factor. To the extent that the billable hours are attributed to something other than travel, cite the contract provisions that permit the vendor to bill for the referenced activity. As part of the

response, please provide emails or other correspondence obtained during the initial review to support the hours billed.

c. Referring to OCC-044, Att.2 (Confidential), p. 6138-6152, confirm that the vendor's Exhibit A Pricing Schedule contains the Company's standard provisions, including "Standby Rates apply to labor resources only" (i.e., p. 6144). If confirmed, identify the total amount of equipment that was billed during standby activities. If not confirmed, cite the revised Exhibit A Pricing Schedule that was executed (signed) for 2024 and 2025 that excludes the standard provisions.

EOE-247. (MS24A-VENDOR-LINE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-18, pp. 1-108. The Company reported four incremental charges in the combined amount of $2,578,455 for the Sparks Energy Inc vendor. Respond to the following:

a. Provide an unlocked Excel spreadsheet analyzing the total billable travel hours (i.e., both labor and equipment) for each invoice based on the billed travel time versus the estimated travel time. To the extent that the billed travel hours were in excess of 1.3 times the estimated hours, please provide any existing documentation that supports the evaluation and approval of the excess billed hours, as well as an estimated cost impact of the excess costs.

b. Referring to OCC-044, Att.2 (Confidential), p. 6153-6203, confirm that the vendor's Exhibit A Pricing Schedule contains the Company's standard provisions, including "Standby Rates apply to labor resources only" (i.e., p. 6159). If confirmed, identify the total amount of equipment that was billed during standby activities. If not confirmed, cite the revised Exhibit A Pricing Schedule that was executed (signed) for 2024 and 2025 that excludes the standard provisions.

EOE-248. (MS24A-VENDOR-TREE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-18, pp. 114-115. The Company reported an incremental charge of $996 for the Stanley Tree Service Inc vendor. The Eversource Connecticut Weekly Operations Report (i.e., p.115) that accompanied the invoice (i.e., p.114) does not appear to be related. Please provide the correct supporting documents demonstrating applicability of the costs to the storm event.

EOE-249. (MS24A-VENDOR-CONST REPS; WIRE GUARDS) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-19, pp. 1-401. The Company reported an incremental charge of $146,312 for the Storm Services Engineering LLC vendor for wire guard services. The Company supported the requested incremental charge with a consolidated invoice documents that appear to support travel from throughout New York. Respond to the following:

a. Explain why the consolidated invoice does not agree with the amounts requested for recovery. Specifically, the invoice identifies a summarized charge of $141,590 (p.1) versus the requested amount of $146,312.
b. Confirm that the wire guards were not utilized for remediation services (i.e., guarding downed wires). If not confirmed, cite the supporting documents demonstrating the actual services that were rendered.
c. Provide an unlocked Excel spreadsheet that summarizes the total number of wire down guards by mobilization/demobilization location, the total distance between the locations, the hours billed for mobilization, the hours billed for demobilization, the hours billed for standby, the costs applicable to mobilization, the costs applicable to demobilization, and the costs applicable to standby. If response to subsection (b) identifies actual remediation, please also include the details attributed to work.
d. Provide documentation to support the specific efforts performed by the Company to obtain local (in-state) wire down guard crews in lieu of the out-of-state crews employed by Storm Services Engineering LLC.

EOE-250. (MS24A-VENDOR-CONST REPS) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-19, pp. 402-780. The Company reported an incremental charge of $315,354 for the Storm Services Engineering LLC vendor for damage assessment services. The Company supported the requested incremental charge with a consolidated invoice demonstrating travel from multiple states throughout the country. Respond to the following:

a. Explain why the invoice does not agree with the amounts requested for recovery. Specifically, the invoice identifies a summarized charges of $305,177 (p.402) versus the requested amount of $315,354.
b. Confirm that the damage assessors were not utilized for remediation services. If not confirmed, cite the supporting documents demonstrating the actual services that were rendered.
c. Provide an unlocked Excel spreadsheet that summarizes the total number of damage assessors by mobilization/demobilization location, the total distance between the locations, the hours billed for mobilization, the hours billed for demobilization, the hours billed for standby, the costs applicable to mobilization, the costs applicable to demobilization, and the costs applicable to standby. If response to subsection b identifies actual remediation, please also include the details attributed to work.
d. Provide documentation to support the specific efforts performed by the Company to obtain local (in-state) damage assessors in lieu of the out-of-state crews employed by Storm Services Engineering LLC.

EOE-251. (MS24A-VENDOR-LINE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-19, pp. 790-915. The Company reported three incremental charges in the combined amount of $1,587,445 for the Support Operations Services LLC (SOS) vendor. Respond to the following:

a. Provide a narrative discussion detailing the engagement, travel, and activities performed by the SOS vendor for the MS24A event. As part of the discussion, explain why certain Eversource Contractor Storm Daily Time & Work Reports referenced crews traveling to Marlborough, MA in lieu of directly to CT (see e.g., p. 822). Additionally, discuss the vendor's use of vehicles to include both those used to travel to CT, as well as the vendor's use of the Storm Fleet.

b. Comparing p. 809 with p. 810, explain how each of the vendor employees billed for eight hours of travel that concluded at 1400 on January 9, 2024 (p. 809) and commenced billing for four hours of work time starting at 1300 (p. 810). As part of the response, identify the gross impact of each vendor employee duplicating the billing for the hour between 1300 and 1400.

c. Comparing p. 821 with pp. 822-824, explain how each of the vendor employees billed for eight hours of travel that concluded at 1400 on January 9, 2024 (p. 821) and commenced billing for three hours of work time starting at 1130 (pp. 822-824). As part of the response, identify the gross impact of each vendor employee duplicating the billing for the 2.5 hours between 1130 and 1400.

d. Referring to OCC-044, Att.2 (Confidential), p. 6331-6392, confirm that the vendor's Exhibit A Pricing Schedule contains the Company's standard provisions, including "Standby Rates apply to labor resources only" (i.e., p. 6338). If confirmed, identify the total amount of equipment that was billed during standby activities. If not confirmed, cite the revised Exhibit A Pricing Schedule that was executed (signed) for 2024 and 2025 that excludes the standard provisions.

e. Provide an unlocked Excel spreadsheet detailing each vendor employee's billing activity for specific hours and days with citations to supporting documents. This request attempts to verify both the accuracy of total hours billed (i.e., in relation to the invoices) and to identify if there are additional instances (i.e., in addition to subsections b and c) where vendor employees duplicated hours billed.

EOE-252. (MS24A-VENDOR-TREE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-20, pp. 1-34. The Company reported 11 incremental charges for a total of $35,510 for the Tennett Tree Service Inc vendor. Respond to the following:

a. Ten of the eleven invoices included extra charges for atypical equipment, including additional saws, chippers, chip trucks, and a crane. Please identify the total incremental amount associated with this

equipment. Additionally, provide documentation to support the Company's pre-authorization of these costs.

b. Three of the invoices include services performed on January 12, 2024 (i.e., rows 520, 527, 528). Provide documentation to support the applicability of the services performed on January 12 to the MS24A event.

c. One invoice included a miscellaneous charge of $300 that appears to have been supported by illegible documents (i.e., row 528, supported by p. 31). Provide a legible version of the documentation included on p. 31 and explain what the $300 miscellaneous charge represents and how those charges were necessary for storm recovery purposes.

EOE-253. (MS24A-VENDOR-TRAFFIC) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-20, pp. 35-40. The Company reported two incremental charges for a total of $1,400 for the Town of Ellington. The first charge was referenced to project/work order number 13667145 supporting MJ Electric starting at 8am on January 9, 2024 (i.e., pp. 35-36). The second charge did not identify a project/work order number but related to activity starting at 8am on January 9, 2024 (i.e., p. 39). Both invoices applied to activity that occurred prior to the onset of the MS24A event as referenced in CLP-STORM-IMT-3. Respond to the following:

a. Referring to pp. 35-36, explain why services were billed for nine hours when the documentation details services for the hours of 0800 and 1400, or a total of eight hours.

b. Referring to pp. 35-36, explain why charges applicable to the work order number 13667145 and for hours that preceded the MS24A event were allocated to the event.

c. Comparing pp. 35-36 with the MJ Electric documentation at pp. 193-212, identify where the corresponding line crew costs are located.

d. Referring to p. 38-39, explain why services were billed for five hours when the documentation details services for the hours of 0800-1000, or a total of two hours.

e. Referring to p. 38-39, explain why services that preceded the MS24A event were allocated to the event.

f. If the responses to subsections (a)-(e) support the continued inclusion of the two charges, provide documentation demonstrating the applicability of the two charges to the MS24A event.

EOE-254. (MS24A-VENDOR-CONST) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-20, pp. 70-111. The Company reported two incremental charges for a total of $39,874 for the United Utility Service Holdings LP vendor. Respond to the following:

a. Explain what specific services were provided by the various individuals represented within the invoices to include Crew Guides, External Resource Field Coordinators, Construction Managers (clearance) Level 3, Construction Managers (clearance) Level 2, Senior Construction Manager (clearance), and Senior Project Manager.
b. Referring to p. 89, explain why there are various charges applicable to January 13, 2024, when that date appears to align with a later event (i.e., MS24B). Provide all related documentation supporting those charges.
c. Cite the location of both the contract and the specific pricing schedule applicable to the MS24A event and corresponding services provided.

EOE-255. (MS24A-VENDOR-LINE; WIRE GUARDS) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-20, pp. 112-118. The Company reported an incremental charge of $58,604 for the Vision Utilities Inc vendor for Wire Guards. Respond to the following:

a. Please provide a description of the work performed including any remediation, date, and location of the work performed by the wire guards during Storm Event MS24A. Include in the response all documentation supporting the work performed.
b. Confirm that the wire guards were not utilized for remediation services (i.e., guarding downed wires). If not confirmed, cite the supporting documents demonstrating the actual services that were rendered.
c. Provide an unlocked Excel spreadsheet that summarizes the total number of wire down guards, the total distance between the mobilization/demobilization location, the hours billed for mobilization, the hours billed for demobilization, the hours billed for standby, the costs applicable to mobilization, the costs applicable to demobilization, and the costs applicable to standby. If response to subsection (a) identifies actual remediation, please also include the details attributed to work.
d. Provide documentation to support the specific efforts performed by the Company to obtain local (in-state) wire down guard crews in lieu of the out-of-state crews employed by Vision Utilities Inc.
e. Please provide the contract and the specific pricing schedule applicable to the MS24A event for the wire guard services. To the extent that the contract includes the standard Exhibit A Pricing Schedule (i.e., the MSA template that contains the Company's standard provisions, including "Standby Rates apply to labor resources only" as referenced in OCC-044, Att.2 Confidential, p. 6883), please also identify the total amount of equipment that was billed during standby.

EOE-256. (MS24A-VENDOR-LINE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-20, pp. 119-138. The Company reported an incremental charge of $313,757 for the Vision Utilities Inc vendor. Respond

to the following:

a. Referring to pp. 121 and 125, explain the specific work that was performed in support of the storm event. As part of the response, please clarify if the crews' activity was limited to standby or if they failed to fully complete the timesheets as outlined within the Eversource Contractor Storm Daily Time & Work Report Procedure provided at EOE-022, Att.5.

b. Explain why the invoice (i.e., p. 119) includes two categories of standby billing when the vendor's pricing schedule (i.e., OCC-044, Att. 2 Confidential, p. 6886) identifies only a single classification of standby at a lower rate than billed. As part of the response, please identify the cumulative impact of permitting the vendor to bill at the higher standby rate versus the lower standby rate included within the pricing schedule. To the extent that certain hours were billed at the correct rates and others were billed at the incorrect rates, please provide an unlocked Excel spreadsheet demonstrating the calculation and cite the relevant documents.

c. Referring to OCC-044, Att.2 (Confidential), p. 6876-6924, confirm that the vendor's Exhibit A Pricing Schedule contains the Company's standard provisions, including "Standby Rates apply to labor resources only" (i.e., p. 6883). If not confirmed, cite the revised Exhibit A Pricing Schedule that was executed (signed) for 2024 and 2025 that excludes the standard provisions.

d. If subsection (c) is confirmed, identify the total impact of equipment charges that were billed during standby activities.

EOE-257. (MS24A-VENDOR-GENERAL) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-20, pp. 139-140. The Company reported two incremental charges for a total of $5,419 for the WB Mason CO Inc vendor. The two invoices both characterized the purchases solely as "Water, Blizzard, 1/2 L, 24/CT". Please explain what was specifically included with these purchases (i.e., details and quantity) and identify if the purchases were fully utilized during the MS24A event.

EOE-258. (MS24A-LABOR) Refer to Exhibit ACCT-2 CLP-1, Labor by Empl. Title tab. Respond to the following:

a. Please provide all Company policies, procedures, and manuals regarding the qualitative and quantitative data imputed into the above referenced tab.

b. Explain what "Premium and Special" charges within column I represents. As part of the response, explain why most of these charges do not have a corresponding numeric value represented in column M. Additionally, where relevant, identify what the numeric values in column M represents.

c. Explain how to interpret the information associated with "Meals" referenced in column I, to include an understanding of the numeric values within column M. For example, do the numeric values in column M represent "Hours" as the title suggests or are these numeric values representative of the number of meals that the employees have identified as being entitled? Additionally, why do certain rows with corresponding Meal costs (i.e., column L) fail to identify a numeric value in column M?

d. Explain how the Company validated the accuracy of the reported overtime as being applicable to the MS24A event for the weeks ending January 20, 2024, February 3, 2024, February 10, 2024, and February 17, 2024, when the Company reported several other storm events in the intervening period (see Ex. ACCT-1 (Summary) and EOE-013, Att.1).

EOE-259. (MS24A-LABOR/MEALS) Refer to Exhibit ACCT-2 CLP-1, Labor by Empl. Title tab. Provide documentation to support the validity of the following sampled Meal reimbursements (stipends). As part of the response, please provide relevant calculations, union agreement citations, invoices, or other supporting documents and whether the employee received a Company provided meal or not.

a. Row 1514, Response Specialist-Line, $240
b. Row 1886, Stockhandler, $160
c. Row 2449, Splicer/Cable Spicer Helper, $70
d. Row 3736, Line Helper, $150
e. Row 3992, Employee # 025923, Distribution Automation Specialist, $20

EOE-260. (MS24A-P-CARDS) Refer to Exhibit ACCT-2 CLP-1, P-Card tab. Provide documentation to support the validity of the following sampled P-Card expenses. As part of the response, please provide a description of the purchase, relevant invoices, applicable calculations, and other supporting documents demonstrating the necessity and applicability of each charge to the MS24A event.

a. Row 23, BJs Wholesale #0315, Meals, $338
b. Rows 39-40, Dave & Charlies Home, Meals, $7,460
c. Rows 46-48, Hampden Zimmerman, General Supplies, $570
d. Rows 113-117, Newtown Deli LLC, Meals, $40,813
e. Row 163, Walmart.com, General Supplies, $581

EOE-261. (MS24A-EMPLOYEE EXPENSE REIMB) Refer to Exhibit ACCT-2 CLP-1, Empl. Expense&Other tab. Provide documentation to support the validity of the following sampled employee expenses. As part of the response, please provide a description of the purchase, relevant invoices, applicable calculations, and other supporting documents demonstrating the necessity and applicability of each cost to the MS24A event.

a. Row 30, Meals, $71
b. Row 65, Travel, $216
c. Row 119, Meals, $103
d. Row 151, Meals, $20
e. Row 166, Reimbursement, $617
f. Row 182, Reimbursement, $859
g. Row 221, Meals, $665
h. Row 236, Reimbursement, $1,163
i. Row 333, Meals, $25
j. Row 351, Reimbursement, $181

EOE-262. (MS24A-EMPLOYEE EXPENSE MILEAGE) Refer to Exhibit ACCT-2 CLP-1, Empl. Expense&Other tab. Provide documentation to support the validity of the following sampled mileage expenses. As part of the response, please provide the mileage logs and other supporting documents that were available to the Eversource reviewer at the time of approval demonstrating the applicability of each cost to the MS24A event, as well as the netting of the employee's normal commute.

a. Row 35, $163
b. Row 84, $156
c. Row 111, $126
d. Row 143, $ 126
e. Row 200, $126
f. Row 230, $116
g. Row 265, $110
h. Row 271, $76
i. Row 299, $63
j. Row 330, $115
k. Row 346, $110
l. Row 347, $67
m. Row 365, $55
n. Row 373, $67

EOE-263. (MEAL POLICY) Provide any internal employee guidelines detailing the maximum cost(s) per meal that the Company would reimburse, to include the Eversource Restaurant Meal Policy provided in response to EOE-014 within Docket No. 25-12-13. As part of the response, please identify any changes to the policy since Docket No. 25-12-13.

EOE-264. (MS24A-VENDOR-ACCRUAL) Refer to Exhibit ACCT-2 CLP-1. The Company reported an incremental charge of $63,628 for a Tree Accrual. Explain why the Company is reporting an accrual for Tree costs that occurred over two years ago and provide documentation supporting the amount.

EOE-265. (STORM RESTORATION) Refer to Response to EOE-020, Att.1. Respond to the following:

- **a.** Referring to column C (EVENT COUNT), explain what this column represents and identify the situations where a '1' versus a '0' would be reported.
- **b.** Referring to column D (DEVICENAME), explain what information has been provided and provide a description for each type of item reported. For example, the Company appears to have reported approximately three dozen types of line items to include FUSE_OH, SCADA_REC, SS_T_CS, etc.
- **c.** Referring to column F (EVENT TYPE), explain what this column represents and specifically identify what "OUT" versus "NON" represents.
- **d.** Referring to column K (ACT-CUST-OUT), explain what this column represents and specifically identify what a "0" represents.
- **e.** Explain how the Company aligns outages to the different storm events and provide any relevant policies or procedures. As part of the response, using the MS24A event as an example, explain how the Company determined that the various new outages on January 11, 2024, would be aligned to the MS24A event when the Company's response to EOE-19, Att.2 identified that demobilization occurred on January 9, 2024.

EOE-266. (STORM RESTORATION) Refer to Response to EOE-020, Att.1. Explain if the Company can associate the individual outages (i.e., relevant rows within EOE-020, Att.1) with the reported incremental costs. If costs can be associated, please supplement EOE-020, Att.1 to include a column detailing the incremental costs for each row.

EOE-267. (LINE CREWS) For each storm in the Company's recovery request, identify the total amount of equipment that was billed by line crew vendors during standby activities. Please provide the information in an unlocked excel spreadsheet allocating each cost to a specific vendor by storm event.