Date Filed: November 02, 2026

Witness: Leanne M. Landry and John G. Griffin
Request from: Office of Education, Outreach, and Enforcement

Question:

(MS24A-VENDOR-LINE/FLEET) Refer to Responses to EOE-177, Att.1 and EOE-251. The Company's response to EOE-251, subsection 'a' identified that the vendor (i.e., SOS) was staged in Massachusetts to obtain Eversource Storm Fleet vehicles. The Company's response to EOE-177, Att.1 identified a total of 68 Fleet units available for Connecticut and 49 units were used by SOS. Respond to the following:

a. Identify the specific location(s) where the Connecticut Fleet vehicles (i.e., 68 vehicles) were located. If any vehicles were located in Massachusetts, explain why.
b. Explain why the SOS vendor was not mobilized directly to a Connecticut Fleet location in lieu of the Massachusetts location.
c. Referring to Confidential Exhibit ACCT-2 CLP-1A-19, pp. 819-820, 822-824, and 827-828, identify the incremental cost impact resulting from the vendor being required to remobilize from Massachusetts to Connecticut and return vehicles, including the "extra time to return trucks" as referenced on pp. 827-828. As part of the response, please provide supporting calculations.

Response:

a. The Storm Fleet vehicles are parked in Newington, Connecticut, Shrewsbury, Massachusetts, and Hooksett, New Hampshire. There may be situations where contractors utilize vehicles from Massachusetts for CT restoration if necessary.

b. The SOS contractor mobilized directly to Connecticut. The reference to Shrewsbury, Massachusetts, as the ending location on the timesheet was most likely an inadvertent documentation error.

   The General Foreman, who was responsible for completing the timesheet, was also one of the individuals responsible for retrieving a pickup truck from the Contractor facility in Shrewsbury, Massachusetts. As such, the General Foreman mostly likely inadvertently recorded Shrewsbury as the ending location based on his subsequent travel, rather than Hartford, Connecticut, which was the actual ending location for the crews' billable activities.

Upon arrival in Connecticut, the personnel responsible for retrieving the pickup trucks from Massachusetts completed that travel on their own time, outside of Eversource-billable hours. Eversource provides bucket trucks for storm restoration activities but does not provide the additional vehicles contractors may require, such as pickup trucks for General Foreman and Safety personnel. Accordingly, the contractor was responsible for obtaining those vehicles.

The travel to Shrewsbury was therefore unrelated to the crews' mobilization to Connecticut and did not result in any additional charges to Eversource. The Company confirms that the crews mobilized directly to Connecticut and that Eversource was not billed for the subsequent travel to Massachusetts to retrieve the pickup trucks.

c. The Company reviewed Confidential Exhibit ACCT-2 CLP-1A-19, including pages 819-820, 822-824, and 827-828. The contractor used the "Description of Work" column to document activities associated with returning Eversource-owned bucket trucks. Because the contractor was using Eversource equipment, it was required to return the equipment in accordance with Eversource's procedures and guidelines.

When the contractors were officially released from receiving additional work tickets at 11:32 a.m. on January 10, they attempted to return the bucket trucks to the secured Eversource location where the trucks were housed. Upon arrival, Eversource personnel were not immediately available to facilitate the return. The approximately two-hour period between the crews' release and the completion of the return process therefore included both travel from the crews' standby location to the Eversource yard and time associated with waiting to return the trucks. The timesheet detail does not separately quantify those components.

The Company's review determined that the contractor did not charge for travel associated with returning its company-owned pickup trucks to Massachusetts. The contractor also did not charge Eversource for the travel associated with retrieving those pickup trucks from Shrewsbury. Accordingly, there was no incremental cost impact associated with the contractor's travel to or from Massachusetts.