Date Filed: October 26, 2026

Witness: Jared A. Lawrence and Timothy W. McGrath
Request from: Office of Education, Outreach, and Enforcement

Question:

(CUSTOMER CALLS) Refer to the call labeled CL&P_2_7_25_Hour 1_Call 1 submitted in response to EOE-1.

a. The customer mentions a previous call with the Company in relation to a $1,000 payment. Provide a copy of this call.
b. The customer claimed that the Company withdrew $1,000 from their account without the customer's approval which was subsequently returned due to insufficient funds. Please explain the situation which the customer was referring to, including but not the automatic payment status of the account at the time and the automatic payment status of the account currently.

Response:

a. Please refer to EOE-377, Attachment 1 CONFIDENTIAL, which contains the recorded call requested.

b. The customer self-enrolled the account in AutoPay in September 2024 while participating in the New Start ("NS") Arrears Forgiveness Program. Due to non-payment, the account was removed from the NS program in December 2024. Upon removal from the program, the full outstanding account balance became past due and was classified as past due.

   On January 3, 2025, the customer contacted Customer Service to inquire about re-enrollment in the NS program. During the call, the Customer Service Representative ("CSR") advised the customer that the NS program *was no longer available* as it had been discontinued effective November 6, 2024[1], and was no longer available for enrollment. The CSR further explained that the customer could instead be enrolled in the Matching Payment Program ("MPP"); however, participation in MPP required the customer to first cancel the existing AutoPay enrollment.

[1] See Docket 24-05-01, Nov. 6, 2024, Decision at 12 stating "The Authority approved the Companies' proposals to cease offering the voluntary AFPs, i.e., Eversource's New Start program and UI's BFP, with modification. Motion No. 7 Ruling, p. 21. Specifically, the Authority approved Eversource's and UI's proposals to cease offering New Start and BFP, respectively, to new customers when New MPP is offered, i.e., by November 1, 2024."

The customer did not take the necessary action to discontinue autopay or enroll in the MPP. As a result, the account remained enrolled in autopay while the customer carried a past due balance. Consequently, in accordance with the customer's existing autopay authorization, the system subsequently attempted to withdraw the entire balance from the customer's bank account. This amount was reflected in their December bill and the bill stated the amount which would be processed automatically on 1/24/25. The payment attempt was returned due to insufficient funds.

Date Filed: October 26, 2026

Witness: Jared A. Lawrence and Timothy W. McGrath
Request from: Office of Education, Outreach, and Enforcement

Question:

(CUSTOMER CALLS) Refer to the call labeled CL&P_2_7_25_Hour 10_Call 1 submitted in response to EOE-1.

a. The CSR informed the customer that their FPA down payment would be $35, after the customer informed the CSR that their intention was to pay $200 towards their past due balance. Please explain if customers may pay more than the minimum FPA down payment. If they are, did the CSR in this call act in a manner consistent with the Company's policy? Explain why or why not.
b. The CSR stated, "you're not able to make any payments on the payment arrangement until March 10th." Are customers able to make payments towards their past due balance prior to their first FPA monthly required payment due date?
c. How did the CSR calculate the $35 down payment? Was $35 the lowest down payment amount available to the customer?
d. If a customer pays off their past due balance before the end of their FPA term, are they removed from the FPA, or must the customer proactively remove themselves?
e. The CSR states that the total balance for this account was $519.64 with an amount of $312.47 to avoid termination. Would the $200 initially offered by the customer have been enough to avoid termination pursuant to General Statutes §16-262d(f) and Conn. Agencies Regs. § 16-3-100(d)(4)? If yes, should the CSR have informed the customer of that other option? Explain why or why not and provide all related policies, procedures, and scripts.

Response:

a. The customer always has the option to proactively pay more than the minimum down payment required for a Flexible Payment Arrangement (FPA).

   Consistent with the authority-approved script in Docket No. 17-12-03RE01,[1] July 1, 2020, Decision at Order No. 4. (Please refer to OCC-110, Attachment 1). Customer Service Representatives ("CSRs") are trained to prequalify every customer for financial hardship and to offer flexible payment arrangements with the lowest monthly payment and longest available term (up to 18 months). CSRs are also required to conduct calls in accordance

[1] Docket No. 17-12-03RE01, PURA Investigation into Distribution System Planning of the Electric Distribution Companies – Energy Affordability.

with the live call guidance established under the Settlement Agreement approved with conditions in the Motion No. 43 Ruling in Docket No. 20-03-15[2], which directed the PURA Office of Education, Outreach, and Enforcement (EOE) to develop a standard review template for customer representative calls (see OCC-110, Attachment 2).

In this case, the CSR offered the minimum required down payment to help the customer establish an arrangement with the lowest possible upfront financial burden and to ensure the customer understood that an arrangement could be started with the minimum qualifying payment. The intent was to assist the customer by presenting the most affordable entry point into the arrangement in alignment with the guidance referenced above, however the CSR should have more thoroughly acknowledged and accommodated the customer's willingness to pay more than the minimum required amount.

b. The customer always has the option to make proactive payments toward their balance prior to the first required FPA monthly payment, as well as at any time during the duration of the plan. The CSR's intent was to advise the customer to wait until the FPA was active in the system and the next bill was generated. Later in the call, the CSR further explained that the customer could pay more than the required monthly payment to reduce the balance faster. The CSR also advised that the customer could continue making additional payments to significantly lower the balance and, if they determined that a payment plan was no longer needed, they could cancel the plan and pay the remaining balance in full.

c. The CSR utilized the Payment Plan Portal. This tool guides representatives to offer all eligible payment arrangements and assistance programs available to customers and generates the minimum required down payment. For this customer, the minimum down payment available was $35.

Effective November 2024, the down payment requirement for *non-hardship*[3] residential customers with active electric and gas accounts enrolling in a FPA increased, from 5% of the past-due balance or $25 minimum, to up to 10% of the past-due balance. At the time of the call, the customer was classified as a non-hardship customer, making the $35 down payment the minimum amount available through the system.

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[2] Motion No. 43 Ruling dated July 13, 2021, in Docket No. 20-03-15; the Settlement Agreement filed June 23, 2021, as Motion No. 43, noted at page 2, "The Parties understand that the scripts are now guidance and cannot be followed precisely due to changes necessitated by Docket No. 20-03-15, and potentially other PURA orders."

[3] See Docket 24-05-01, November 6, 2024, Decision at Order No. 2 stating "As of the date of this Decision, the Companies shall increase the payment required for non-financial hardship customers to avoid shutoff to 10% of the customer's arrearage."

d. If a customer is on an active payment arrangement and pays the past-due balance before the arrangement's scheduled end date, the account is removed from the payment arrangement automatically. The customer does not have to proactively request to be removed.

e. The CSR followed the required process and accurately advised the customer that the delinquent balance on the account was $312.47, which matched the amount reflected on the disconnection notice previously sent to the customer.

While the customer initially offered to make a $200 payment, and that amount would have been sufficient to temporarily prevent termination pursuant to General Statutes §16-262d(f) and Conn. Agencies Regs. §16-3-100(d)(4), doing so would only have delayed the termination process until a subsequent disconnection notice was issued with an updated past-due balance.

The CSR appropriately followed approved live-call guidance by explaining and recommending the *Best Plan* available to the customer (refer to subpart a). Rather than focusing solely on a short-term solution, the CSR provided guidance intended to help the customer avoid future collection activity and additional disconnection notices.

Date Filed: October 27, 2026

Witness: Jared A. Lawrence and Timothy W. McGrath
Request from: Office of Education, Outreach, and Enforcement

Question:

(CUSTOMER CALLS) Refer to the call labeled CL&P_2_7_25_Hour 10_Call 1 submitted in response to EOE-1. Are CSRs required to inform customers that they may have an arrearage at the end of their 18-month FPA term based on their usage during that time? Explain why or why not and provide all related policies, procedures, and scripts.

Response:

The Customer Service Representatives ("CSRs") are trained to handle calls in accordance with the PURA-approved script in Docket No. 17-12-03RE01,[1] July 1, 2020, Decision at Order No. 4. CSRs are trained to prequalify every customer for financial hardship and to offer flexible payment arrangements with the lowest monthly payment and longest available term (up to 18 months). Please refer to OCC-110, Attachment 1. CSRs are also required to conduct calls in accordance with the live call guidance established under the Settlement Agreement approved with conditions in the Motion No. 43 Ruling in Docket No. 20-03-15[2], which directed the EOE to develop a standard review template for customer representative calls. Please refer to OCC-110, Attachment 2.

The monthly required payment amount for the payment amount includes the customer's average monthly billed charges plus an amortized portion of the past due balance. The amortized portion of the past due balance is the customer's total past due balance divided by the number of months in the payment plan.

For further details on policies and procedures, please refer to EOE-093[i] and EOE-094[ii].

[1] Docket No. 17-12-03RE01, PURA Investigation into Distribution System Planning of the Electric Distribution Companies – Energy Affordability.

[2] Motion No. 43 Ruling dated July 13, 2021, in Docket No. 20-03-15; the Settlement Agreement filed June 23, 2021, as Motion No. 43, noted at page 2, "The Parties understand that the scripts are now guidance and cannot be followed precisely due to changes necessitated by Docket No. 20-03-15, and potentially other PURA orders."

Prior Referenced Responses:

[i] EOE-093 Question:

(HARDSHIP) Describe the process(es) that the Company uses to educate customers regarding hardship designation and associated benefits and payment arrangements. Please include copies of all material currently provided to customers regarding hardship and its corresponding payment arrangements.

EOE-093 Response:

The Company educates customers regarding hardship designation and associated benefits and payment arrangements in a variety of channels. For example, the Company's communications strategy and implementation are outlined annually in the Joint Arrears Management Plan, Communication Plan in Docket No. 26-05-01, *Annual Review of Affordability Programs and Offerings.* See EOE-093, Attachment 1.

The following outreach materials are included as attachments:

Financial Hardship Letters	• Heating w/50% low-income discount rate ("LIDR") Welcome Letter: EOE-093, Attachment 2 • 5%, 15%, 20%, 40% LIDR Heating Welcome Letter: EOE-093, Attachment 3 • Non-Heating w/50% LIDR Welcome Letter: EOE-093, Attachment 4 • 5%, 15%, 20%, 40% LIDR Non-Heating Welcome Letter: EOE-093, Attachment 5 • 60- & 30-Day Renewal Letter: EOE-093, Attachment 6 • 15-Day Renewal Letter: EOE-093, Attachment 7 • Expired: EOE-093, Attachment 8
Financial Hardship Digital Notifications	• Welcome: EOE-093, Attachment 9 • Renewal Reminder: EOE-093, Attachment 10 • Expired: EOE-093, Attachment 11
Medical Protection Letters	• Initial Claim: EOE-093, Attachment 12 • Welcome: EOE-093, Attachment 13 • Payment Reminder: EOE-093, Attachment 14 • Renewal Reminder: EOE-093, Attachment 15
	• 2nd Reminder to Renew: EOE-093, Attachment 16 • Removal: EOE-093, Attachment 17 • Infant Protection Claim: EOE-093, Attachment 18

Matching Payment Program ("MPP") Letters	• Welcome: EOE-093, Attachment 19 • Monthly Required Payment Change: EOE-093, Attachment 20 • Missed Payment Reminder: EOE-093, Attachment 21 • Removal due to Financial Hardship Expiration: EOE-093, Attachment 22 • Removal due to Missed Payments: EOE-093, Attachment 23 • Program Reinstatement: EOE-093, Attachment 24 • Program Completion: EOE-093, Attachment 25
MPP Digital Notifications	• EOE-093, Attachment 26 *(email and text)*
Connecticut Energy Assistance Program ("CEAP")	• EOE-093, Attachment 27 *(email)* • EOE-093, Attachment 28 *(letter)*
Heating Assistance Awareness Month	• EOE-093, Attachment 29 *(bill insert)* • EOE-093, Attachment 30 *(email*)
Targeted Community Outreach Campaign	• EOE-093, Attachment 31 *(email)*

Additionally, the Company promotes hardship designation and associated benefits and payment arrangements alongside other programs, like the non-hardship payment arrangement. For customers who *call* the Company, the live call conversation and the up-front IVR ensure that customers, hardship and non-hardship, are educated about financial hardship benefits and payment plans. See EOE-093, Attachment 32. For the IVR, 100% of customers who contact the Company's Credit Contact Center hear about and are prompted to prequalify for financial hardship.

Lastly, the Company uses a multi-channel communication strategy, including print, digital, web, traditional, and social media, to educate customers about year-round enrollment for financial hardship status and payment arrangements. Refer to the Company's response in EOE-094i for how non-hardship customers are educated about payment arrangements.

[ii] EOE-094 Question:

(PAYMENT ARRANGEMENTS) Describe the process(es) the Company uses to educate customers regarding non-hardship payment arrangements. Please include copies of all materials currently provided to customers regarding all non-hardship payment arrangements.

EOE-094 Response:

The Company educates customers regarding non-hardship payment arrangements in a variety of channels that include USPS mail, on-bill messaging, digital notifications, bill inserts, web/social media, and through in-person or virtual outreach events.

Bill Messaging and Bill Inserts (included with bills):

- *Programs to Help* (sent monthly to residential customers from September through April). See EOE-094, Attachment 1.
- *Your Rights: Important Information About Your Service* (sent annually to all customers). See EOE-094, Attachment 2.
- *News for You* (sent daily in March and August through direct on-bill messaging). See EOE-094, Attachment 3.
- *Get Help with your Bill* (sent daily to all customers when electronic bill is ready). See EOE-094, Attachment 4.

Shut-off Inserts (included with shut-off letters):

- *A Shut Off Notice: What You Can Do* (sent year-round to residential customers). See EOE-094, Attachment 5.
- *Programs to Help* (sent year-round to residential customers). See EOE-094, Attachment 1.
- *Winter Protection* (sent to residential customers from November through April). See EOE-094, Attachment 6.

News, Web and Social Media:

- *Eversource.com/billhelp* (web page available to all customers). See EOE-094, Attachment 7.
- *Social Media Graphic* (graphic available on Eversource CT social media pages). See EOE-094, Attachment 8.
- *Get Help Customer Update* (digital newsletter sent periodically to residential customers the company has an email for). See EOE-094, Attachment 9.

In-Person or Virtual Event:

- *Bill Help* (business cards available during direct customer contact). See EOE-094, Attachment 10.
- *Bill Assistance* (annual virtual webinar targeted to residential non-hardship customers). Link to webinar example https://www.youtube.com/watch?v=HTNIN8dBLWo
- News Release. See EOE-094, Attachment 11.

Please refer to the Company's response in EOE-093[i], which indicates how CL&P educates customers, including non-hardship customers, on financial hardship and payment plans.

- See OCC-110, Attachment 2, for a copy of the Call Review Template that is used as a guide by the Company's Credit Call Vendors during live call conversations to ensure that customers, hardship and non-hardship, are educated about financial hardship benefits and payment plans.
- In addition, on Eversource.com, customers who log in to their account who are eligible for the Matching Payment Program are automatically provided only that option – because it is the best option for them with the lowest monthly payment amounts and arrears forgiveness.

There have been several regulatory proceedings across several PURA dockets that have directed modifications in this area. The Company follows these regulatory directives on payment plans offered to non-hardship customers:

- Docket No. 20-03-15[1]:
  - On July 6, 2022, PURA correspondence approved the Company's proposed commercial payment plans.[2]

- Docket No. 21-07-01[3]:
  - PURA's April 20, 2022, Decision[4] at page 20 provided the Company with payment plan parameters in Table 3[ii] for non-hardship customers.

- Docket No. 24-05-01[5]:
  - PURA's November 6, 2024, Decision[6] and Order No. 2 modifies the payment required by non-financial hardship customers from 5%, or $25 to avoid shutoff up to 10% of a customer's arrearage.

- Docket No. 26-05-01[7]:
  - See EOE-094, Attachment 12, for payment plan offerings as filed on June 1, 2026, as Joint Attachment 04: How It Works_Payment Plans.

Date Filed: October 27, 2026

Witness: Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Education, Outreach, and Enforcement

Question:

(ELECTRIC SYSTEM IMPROVEMENTS-ESI) Refer to Responses EOE-064 and EOE-158. Provide a discussion of the ESI's history, to include detail on the permitted capital funding levels by year, the requirements for annual submissions, the timing of changes to revenue requirements, how excess capital funding is handled, and other relevant information. Additionally, identify any changes to the ESI that resulted from subsequent dockets or settlement agreements.

Response:

The ESI was part of the Settlement Agreement approved in Docket No. 17-10-46. Specifically, the Settlement Agreement stated the following for 2017 Plant Additions in Section 3 (a) (i):

> (1) Core Capital and System Resiliency. Gross plant additions ("Plant Additions") of $400 million for calendar year 2017 shall be recovered in base distribution rates. If actual Plant Additions, for both core capital and system resiliency, are greater or less than $400 million, then the actual result for calendar year 2017 shall be reflected (in the form of a credit to the Company or a credit to customers, as appropriate) in a new rate tracking mechanism for capital Plant Additions and the associated O&M expense ("New Capital Tracker").

Further, the Settlement Agreement stated the following for Plant Additions in 2018, 2019, 2020 and thereafter, in Section 3 (a)(ii):

> (1) Core Capital. The Company's proposed capital expenditures for "core" capital projects for calendar years 2018, 2019 and 2020, as filed in the Application, are approved.
>
> > (a) Plant Additions for core capital projects of $270 million for calendar years 2018-2020 shall be recovered in base distribution rates. If Plant Additions for core capital projects are greater than $270 million per year for calendar years 2018-2020, then the Company shall recover "reliability" Plant Additions (which are a subset of core capital projects) for that time period through the New Capital Tracker up to the amount in excess of $270 million.
> >
> > (b) Plant Additions up to $300 million annually for core capital projects for the period commencing after the expiration of calendar year 2020 shall be recovered in the New Capital Tracker until the Company's distribution rates are adjusted in its

next distribution rate case. Plant Additions for core capital projects in excess of $300 million during this period shall be deferred for recovery to the Company's next rate case.

(2) New System Resiliency. The Company's proposed new system resiliency projects for calendar years 2018, 2019 and 2020, as filed in the Application, are approved. System resiliency Plant Additions for calendar year 2018 and thereafter, as filed in the Application, shall be recovered through the New Capital Tracker that shall be adjusted on a semi-annual basis commencing July 1, 2018.

(a) Annual plans of proposed system resiliency work and actual after-the fact results shall be filed with PURA each November 30th and May 31st, respectively, consistent with the current approach established in the most recent system resiliency decision in Docket No. 12-07- 06RE01.

(b) If the Company seeks approval and funding for any new system resiliency projects which are not currently in the evidentiary record in Docket No. 17-10-46, it must obtain prior approval for such new system resiliency projects from PURA.

(3) The Company's actual costs and collections under the New Capital Tracker will be reconciled in the Company's annual rate adjustment mechanism ("RAM") tracker reconciliation proceeding, which reconciles all of the Company's tracking rates at the same time for administrative convenience (see, e.g., Docket Nos. 18-03-01, 17-03-01, 16-03-01, PURA Annual Review of the Rate Adjustment Mechanisms of The Connecticut Light and Power Company).

(4) Grid Modernization. Any grid modernization Plant Additions and associated O&M approved by PURA in a separate, future docket shall also be recovered in the New Capital Tracker.

Lastly, the Settlement Agreement stated the following additional provisions related to the New Capital Tracker in Section 3 (a)(iii) Miscellaneous Provisions:

(1) This Settlement Agreement will not limit the Company's management's prerogative on necessary capital expenditures to maintain a safe and reliable system and will not be used as a basis to reduce Test Year capital expenditures in a future rate case.

(2) Although the Settlement Agreement does not address rate design – and each Settling Party will be able to litigate its respective position on rate design in this Docket No. 17-10-46 – the allocation of revenue responsibility and form of distribution rate design among

rate classes approved by PURA in this rate case shall be applied to rate design of the above-described New Capital Tracker.

(3) All capital recovery under this Settlement Agreement – in both base distribution rates and in the New Capital Tracker – for core capital projects and system resiliency projects will include recovery of the effect of plant, accumulated deferred income taxes ("ADIT"), and accumulated depreciation for the cumulative additional Plant Additions. Revenue requirements will include pre-tax return on investment, return of investment (depreciation), property taxes, gross earnings tax and uncollectible expense.

Since the approval of the Settlement Agreement in PURA's April 18, 2018, Decision in Docket No. 17-10-46, the "New Capital Tracker" was named the Electric System Improvements ("ESI") mechanism.

Consistent with the Settlement Agreement language above, the ESI reconciles revenue requirement calculations for calendar year capital recovery in the Company's annual RAM tracker reconciliation proceeding. Furthermore, the recovery of these revenue requirement calculations for calendar year capital recovery are shifted by four months to coincide with the timing of the new base rates for Rate Years 1, 2, 3 and thereafter that went into effect on May 1st of 2018, 2019 and 2020 as part of the approved Settlement Agreement in Docket No. 17-10-46.

Since the ESI resulted from the approved Settlement Agreement agreed to and signed by Eversource Energy, Office of Consumer Counsel and Public Utilities Regulatory Authority Prosecutorial Staff, there have been no changes made to the Settlement Agreement, and by extension the operation of the ESI, other than Amendment One to the Settlement Agreement. Amendment One to the Settlement Agreement was approved in PURA's April 18, 2018, Decision in Docket No. 17-10-46. This amendment did not make any changes to the operational aspects of the ESI. However, Amendment One did make some changes to certain System Resiliency/Vegetation Management costs recoverable through the ESI.

Date Filed: October 27, 2026

Witness: Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Education, Outreach, and Enforcement

Question:

(EARNINGS SHARING MECHANISM-ESM) Discuss the method or methods used by the Company to calculate the ESM results (e.g., cost of capital method) and explain how the Company accounts for estimated activity, including revenue that would be subject to annual true-up within the RAM dockets.

Response:

Under the terms of the Settlement Agreement approved in Docket No. 17-10-46, earnings at the end of each calendar year above the distribution company's authorized ROE of 9.25% must be shared with customers and shareholders on a 50/50 basis.

As such, the Company performs a calculation that divides the operating income of the distribution company by the rate base of the distribution company to calculate a rate of return ("ROR") for the distribution company. The cost of debt is then subtracted from the ROR and the resulting percentage is divided by the equity ratio to arrive at the actual earned ROE for the distribution company. This method is referred to as the cost of capital method.

Generally speaking, the activity that flows through the RAM does not have an impact on the above calculation. This is because the rate components that make up the RAM are fully-tracking reconciling rate mechanisms that collect revenues for the distribution company, with deferrals of over or under collections to the next rate period. Due to the deferrals, there is no impact to the operating income of the distribution company from most RAM activity.

The exception to this is the revenue requirement calculations for capital items placed in service that are included for recovery in the ESI, NBFMCC and SBC. These revenue requirement calculations include the recovery of a return on investment that is not deferred. Since this return on investment is not deferred, it flows into the operating income of the distribution company, which is the numerator of the ROR calculation that the ESM is based on. Further, all plant additions, accumulated depreciation and accumulated deferred income taxes on those plant additions that are part of the revenue requirement calculations that are included for recovery in the ESI, NBFMCC and SBC are included in the rate base of the distribution company, which is the denominator of the ROR calculation that the ESM is based on. In this way, the ROR contribution of the plant investments that are recovered through the ESI, NBFMCC and SBC are included in the overall ROR of the distribution company that is calculated for ESM purposes.

Lastly, the RAM rate mechanisms are fully reconciling mechanisms based on actual costs and any differences between estimates of expense items are deferred. To the extent a RAM rate mechanism's rate was based on the prior period's historical costs, that rate will produce revenues that either over or under collect that period's actual costs. Such over or under collections are deferred in accordance with Generally Accepted Accounting Principles ("GAAP") (meaning they do not produce excess operating income or an operating income deficiency) and refunded or recovered in the next rate period.

Date Filed: October 27, 2026

Witness: Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Education, Outreach, and Enforcement

Question:

(EARNINGS SHARING MECHANISM-ESM) Identify if there are any non-regulated costs included within the ESM calculation to include, but not be limited to, charitable contributions, lobbying costs, and amortization of goodwill. If non-regulated costs are included, identify each of the cost categories, the amounts for each year 2020-2025, and explain why the costs are included.

Response:

Assuming that the reference to "non-regulated costs" means costs that are recorded and maintained "below the line" because the costs have no relation to the provision of utility service to customers, the Company does not include "non-regulated" costs in the ESM calculation. This would include, but not be limited to, "charitable contributions, lobbying costs, and amortization of goodwill." However, this would not include costs that are recorded above-the-line; pertain to the provision of service to customers and may not be recovered in the cost of service due to ratemaking decisions or agreements in the last rate case. If costs are recorded above the line and pertain to the cost of providing service to customers, those costs are included in the Earnings Sharing computation.

Under the terms of the Settlement Agreement approved in Docket No. 17-10-46, earnings at the end of each calendar year above the distribution company's authorized ROE of 9.25% shall be shared with customers and shareholders on a 50/50 basis. To comply with this obligation, the Company performs a calculation that divides the operating income of the distribution company by the rate base of the distribution company to calculate a rate of return (ROR) for the distribution company. The cost of debt is then subtracted from the ROR and the resulting percentage is divided by the equity ratio to arrive at the actual earned ROE for the distribution company. This method is referred to as the cost of capital method. Non-regulated costs such as charitable contributions, lobbying costs, and amortization of goodwill are not included in the operating income of the distribution company, because they are recorded below the line. Thus the numerator of the ROR calculation excludes expenses recorded below the line for purposes of computing the ESM. Costs recorded above the line will be reflected in the operating income of the Company, regardless of whether the costs are included in rates.

Date Filed: October 27, 2026

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

Question:

(STORM VEGETATION REMOVAL) Provide copies of all policies, procedures, guidance, statutes, or regulations, that details the Company's obligations for the removal of vegetation caused by a storm event. As part of the response, identify if the Company is permitted to perform vegetation removal and then bill the costs to the property owner or municipality.

Response:

The removal of damaged vegetation caused by a storm event is an industry-wide practice utilized to return the electric distribution system to the pre-storm reliable state and minimize the possibility of subsequent storm-related outages from damaged trees and limbs.

Please refer to EOE-383, Attachment 1, at page 56, where PURA addresses post-storm activities in Docket No. 11-09-09, stating,

> "The Liberty Report found that CL&P has a good plan for conducting post-storm activities and performed well in all respects. The Authority determines that none of its findings or conclusions with regard to post storm activities issues are contradicted by the record in this proceeding. Thus, the Authority adopts the findings, conclusions and recommendations of the Liberty Report with regard to post storm activities."

Please refer to EOE-383, Attachment 2, at page 179.

The Liberty Report emphasizes "that there are three primary post-event activities, ramp-down, clean-up, and post-event critiques." The Liberty Report further elaborates that "clean-up is performing patrols, tree trimming, and line repairs as required to restore facilities to a reliable state.

Specifically in reference to the storm response activities within Docket No. 11-09-09, the Liberty Report states, "CL&P performed a thorough post-storm analysis for Irene and the October storm. This included contracting the assessment of approximately 17,000 miles of its overhead electric distribution system. This assessment involved a visual inspection from ground level of wires and poles, and the identification of vegetation management issues such as hazard trees. About 30 survey teams performed this work. Work continued to correct all items on a priority basis."

Please refer to EOE-010, Attachment 7, at page 52, where the Company outlines the damage assessment process and, more specifically, the Post-Event Survey (emphasis added): This assessment is performed after-restoration but prior to releasing resources and is intended to identify any remaining work to restore the system to its normal configuration. It also includes the identification and documentation of any remaining Electric System debris or other hazards that require attention and services where temporary repairs were made to restore power.

Please refer to Exhibit CLP-STORM-1, at page 58, lines 7-17: "Toward the end of the restoration process, the Company used tree-clearance vendors to conduct "sweeps" of circuits to remove trees and limbs posing an imminent hazard. This effort reduced the number of service interruption recurrences during the final stage of the restoration process, thereby reducing the frequency with which both tree and line resources needed to revisit circuits to remove hazard trees and limbs that had subsequently become entangled in the Company's facilities and to re-restore power. This proactive approach (as opposed to a reactive approach of waiting for power outages to recur) helped reduce overall storm costs by reducing the number of return visits line crews had to make to areas that already had their power restored."

Regarding whether "the Company is permitted to perform vegetation removal and then bill the costs to the property owner or municipality," please refer to EOE-383, Attachment 3, at page 24. In Docket 12-01-10, the Company stated that "[PA 14-151] did not specifically address tree owner responsibility and liability for trees that cause damage to the Company's facilities." The Company further contended that, "public and private tree owners should be responsible for maintaining their trees within the rights of way and should be held responsible for resulting claims should their successful objection to line clearance work result in tree failure and damage."

The State Vegetation Management Taskforce ("SVMTF"), "concurred with the Company regarding trees on private property that have potential to fail and impact public safety and the SVMTF recommended that those trees be maintained by the owners of those trees."

PURA recognized that, "damage from trees located on private property adjacent to utility infrastructure remains problematic since these trees are not under the control of the utilities except for the branches that overhang the [public Rights-of-Way]." PURA's position was that "participation by private property owners would lead to improved reliability, safer roads, less cleanup costs and faster restoration."

This issue was not resolved in Docket 12-01-10, rather PURA recommended that the SVMTF address the issue should it be reconvened; however, the Company is prohibited from recovering damages from an objecting property owner when vegetation causes an outage or damages the electric distribution system, per CT G.S. § 16-234 subsection (c)(1), which states (emphasis added):

> "In conducting vegetation management, no utility shall prune or remove any tree or shrub within the utility protection zone, or on or overhanging any public road, public highway or public ground, without delivering notice of the proposed vegetation management to the abutting property owner or private property owner. Such notice shall include the option for the abutting property owner or private property owner to consent, in writing, to such proposed pruning or removal, object to such proposed pruning or removal or modify such proposed pruning or removal. The notice shall include instructions regarding how the recipient may object in accordance with subdivision (3) of this subsection. **Such notice shall also include a statement that if a person objects to the proposed pruning or removal, and such tree falls on any utility infrastructure, such person shall not be billed by the utility for any resulting damage**. If requested by an owner of private property, the utility, municipality or the Commissioner of Transportation, as appropriate, shall provide such owner with information regarding whether a tree or shrub to be pruned or removed is in the public right-of-way or whether such tree or shrub is on such owner's private property."

Referencing common law, please refer to EOE-383, Attachment 4, at page 1, where the Connecticut General Assembly Office of Legislative Research ("OLR") summarizes The Law of Torts 390 (5th ed., 1984) (emphasis added): *"According to Prosser and Keeton, under the traditional common law rule a landowner owes no duty to those outside of his premises to remedy conditions of purely natural origin on his land, even if the conditions are highly dangerous or inconvenient to his neighbors. This rule is reflected in the Restatement (Second) of Torts, Sections 363 and 840."*

Expanding on the Restatement of Torts, Section 363, please refer to EOE-383, Attachment 5, at pages 4-5, where the Connecticut General Assembly OLR summarizes 2016-2017 Connecticut Superior Court case law (emphasis added):

2016 Case

"*The defendant cited to the Restatement (Second) of Torts, § 363 (1965), which provides that, other than in certain situations involving public highways, "neither a possessor of land, nor a vendor, lessor, or other transferor, is liable for physical harm caused to others outside of the land by a natural condition of the land." The Restatement specifies that the "natural condition of the land" includes the natural growth of trees."*

"The court ruled in favor of the defendant, rejecting the plaintiffs' arguments that the Restatement is outdated. It referenced other Connecticut cases which cited to the Restatement in other contexts. The court noted that the tree on the defendant's property clearly fit within the Restatement's definition of "natural condition of land"."

2017 Case

"The defendant moved for summary judgment on the ground that it owed no duty of care to the insured because the tree was a naturally occurring feature of the land. The defendant cited to the Restatement (Second) of Torts, § 363."

"The court granted the defendant's motion for summary judgment. The court cited favorably to the [2017 Case] (described above). It concluded that there was nothing in the pleadings to suggest that the tree was "anything more than a natural condition upon the defendant's land" and thus, the Restatement applied."

The Connecticut General Assembly OLR also summarizes subsequent legislation voted out by the Judiciary Committee in 2015-2017 (H.B. No. 5602; H.B. No. 5258; H.B. No. 5655) in EOE-383, Attachment 5, on pages 5-6, that may have imposed liability based on notification to a property owner requiring a licensed Arborist's documented inspection. Referring specifically to H.B. No. 5602, the provisions did not apply to trees on land owned by political subdivisions of the state (e.g., municipalities). From the Company's understanding, all successive bills and other similar legislative attempts to impose liability on a property owner for a hazard tree failure resulting from a natural condition have failed.

While H.B. No. 5602, H.B. No. 5258, and H.B. No. 5655 may have imposed liability with notification to a property owner, requiring a licensed Arborist's documented inspection, had they not been voted out, the Company would still not have been able to bill a notified property owner post-objection if a tree causes damage to the electric distribution facilities per CT G.S. § 16-234 subsection (c)(1).

Date Filed: October 27, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Education, Outreach, and Enforcement

Question:

(STORM-EXTERNAL VENDORS) Refer to Response to EOE-176. The Company identified that "[t]he contract currently allows for two hours pre/post mob/de-mob to complete activities related to travel, which include but are not limited to safety briefings, meals, and hotel room assignments." The Company further provided an excerpt from the "current" Exhibit C Pricing Schedule which referenced an applicable Rate. Respond to the following:

a. Identify the specific dates for which the "current Exhibit C Pricing Schedule" was included within the various external vendor contracts. To the extent that the schedule was updated for vendors for storm events included in the current docket, provide a listing of the applicable vendors and identify the corresponding effective dates.
b. Identify if the pricing schedules have also been modified to define specific rates that are applicable to the "Travel Pre/Post" activity.
c. Explain why de-mobilization would require an additional two hours of billable treatment for "safety training/site or storm specific trainings or briefings and hotel assignments".
d. Provide a complete copy of the "current Exhibit C Pricing Schedule" template.

Response:

a. Please refer to EOE-384, Attachment 1, for a listing of all current storm contractors and the corresponding effective dates for the Exhibit C Pricing Schedule.

   In certain instances, a contractor may have entered into a newer agreement while an existing purchase order continued to be governed by an earlier agreement or Pricing Schedule. In those instances, the terms applicable to a particular charge were determined by the agreement and Pricing Schedule supporting the purchase order under which the services were authorized and performed. Accordingly, the date of a contractor's newer agreement may not, by itself, determine the terms applicable to every charge incurred after that date.

b. The current Exhibit C - Pricing Schedule defines the Travel Pre/Post (Mob/De-Mob) provision in EOE-384 Attachment 2, page 4. This rate classification is specific to the "Travel Pre/Post" activity as defined. A copy of the current Exhibit C – Pricing Schedule is provided as EOE-384, Attachment 2.

The two-hour pre/post mobilization and demobilization travel provision was introduced in the current Exhibit C Pricing Schedule, implemented May 31, 2025. This provision did not previously exist within Exhibit A of the prior Line Crew Emergency Response agreement.

The current Exhibit C Pricing Schedule expressly defines the allowance for activities associated with mobilization and demobilization, including, but not limited to, safety briefings, meals, and hotel room assignments. Refer to EOE-384, Attachment 2, page 4, for the applicable contractual provisions.

c. The two-hour pre/post mobilization and demobilization provision is intended to accommodate the operational, administrative, safety-related, and logistical activities associated with the arrival and release of external contractor resources during storm restoration events.

   As outlined on page 4 of Exhibit C, demobilization involves more than the physical return travel of contractor resources. The process includes formal release authorization by the Company, debriefing by the Company's field representative, unloading of materials, and coordination of the contractor's departure or reassignment to another utility.

   The two-hour provision recognizes that activities associated with concluding a storm assignment may continue following the contractor's official release from restoration work and prior to departure. Certain activities, such as initial safety briefings and hotel room assignments, are typically associated with mobilization. However, the examples identified in Exhibit C were not intended to be tied to either mobilization or demobilization, nor to represent an exhaustive list of activities applicable to either of those phases.

   The provision establishes a defined contractual period for these transitional activities, separate from the travel time associated with returning contractor resources to their point of origin.

d. A complete copy of the current Exhibit C - Pricing Schedule template is provided as EOE-384, Attachment 2.

Date Filed: October 27, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Education, Outreach, and Enforcement

Question:

(MS24A-VENDOR-TRAFFIC) Refer to Response to EOE-253. Clarify the Company's response to subsections 'd' and 'e'. Specifically, subsection 'd' inquired "why services were billed for five hours when the documentation details services for the hours of 0800-1000, or a total of two hours." The Company's response cited Confidential Exhibit ACCT-2 CLP-1A-20, p. 40 for justification of an additional hour that would be charged, not three hours. Additionally, subsection 'e' referenced that the services were cancelled. Respond to the following:

a. Explain how the Company derived four hours when the timesheet and invoice both detailed the hours of 0800-1000, or a total of two hours.
b. Explain if any of the originally scheduled services were performed or if all services were cancelled for January 9, 2024. If all services were cancelled, explain why the Company would be billed for travel when travel did not occur. If certain services were performed prior to cancellation, explain why all costs were charged to the MS24A event.
c. Explain why the Company was unable to cancel the traffic control request within the 24-hour period that would have prevented a cancellation charge.

Response:

a. The Company derived the four-hour charge from the Ellington Resident State Trooper's *"Procedure/Agreement for Hiring Ellington Town Police Officers for Traffic Control at Highway Construction Sites/Special Events,"* referenced in Confidential Exhibit ACCT-2 CLP-1A-20, at page 40. Specifically, the document provides for a minimum call-out of four hours per event and states that "hours should be paid in increments of four hours regardless of the actual hours worked." Accordingly, the Company incurred and paid the charges based on the required four-hour minimum. Travel time is separate from, and not included within, the four-hour minimum charge.

b. All services were canceled on January 9, 2024, due to the anticipated storm event later that evening. It is common practice for police traffic control personnel to report directly to the job site rather than remain at their agency location. Accordingly, travel is incurred for each event for which services are requested. While the Company makes every effort to cancel such services within the required notice period to avoid incurring charges, that was not possible under these circumstances. As the Company was rapidly reallocating resources

in preparation for the incoming storm event, the traffic control services were canceled after the applicable cancellation deadline, resulting in the associated charges being incurred.

c. To avoid cancellation charges, the Company would have been required to cancel the services by 7:00 a.m. on January 8, 2024, in accordance with the applicable 24-hour cancellation requirement. At that time, plans for the anticipated storm event had not yet been finalized, and the Company could not reasonably determine whether the services would still be necessary. Accordingly, the services were not canceled until January 9, 2024. As the Company's priority shifted to preparations for the anticipated storm event, planned work scheduled for that day was deferred, resulting in the cancellation of the traffic control services after the applicable notice period and the associated charges being incurred.

Date Filed: October 27, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Education, Outreach, and Enforcement

Question:

(MS24A-VENDOR-FOOD/LODGING) Refer to Response to EOE-219. The Company's response identified that it "did not require rooms and meals" for January 22, 2024 (i.e., for the HT-Exit 88 Hotel TRS LLC vendor, aka Marriott Mystic) and that a "cancellation notification was sent via email on Wednesday, January 10, 2024, at 2:19pm." Respond to the following:

a. Provide a copy of the contract with the Marriott Mystic.
b. Identify the minimum amount of notice that would have prevented a cancellation charge and cite the applicable provisions within the contract. As part of the response, please identify if there are different notice requirements for meals versus lodging.
c. Identify the breakdown in costs for rooms (i.e., the evening of January 11, 2024) and meals (i.e., breakfast, lunch, and dinner for both January 11, 2024, and January 12, 2024).
d. Identify any efforts that the Company performed to donate the unused meals to charitable organizations. If no efforts were performed, explain why.

Response:

a. Please refer to EOE-386, Attachment 1 CONFIDENTIAL, for a copy of the Statement of Work and Purchase Order with Marriott Mystic.

b. The notice required that would have prevented a cancellation charge would have been anytime prior to 6pm on the same day. Section 2 Late Arrivals and Cancellations, within the Statement of Work in EOE-386, Attachment 1, includes this provision. In EOE-386, Attachment 1, within the Statement of Work, there is no notice requirement for meals. The Meals provision is located in Section 3 Meals, in EOE-386, Attachment 1.

c. Please refer to Exhibit ACCT-2 CLP-1A-10, p. 158 for hotel and meal breakdowns. In addition, p.159-162 provides the breakdown of each meal.

d. The Company makes every effort to encourage hotels and caterers to donate unused food; however, the Company did not take possession of or exercise control over such food. Because the Company was neither in possession nor control of the food at the relevant time, any decision regarding the donation, retention, or disposal of unused food was solely within the discretion of the hotel or catering provided.

Date Filed: October 27, 2026

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

Question:

(MS24A-VENDOR-FOOD) Refer to Response to EOE-235. Respond to the following:

a. Identify the total cost of meals that were paid and not used.
b. Provide a copy of the January 8, 2024, email confirming that meals "could not be cancelled."
c. Identify any efforts that the Company performed to donate the unused meals to charitable organizations. If no efforts were made, explain why.

Response:

Referring to response to EOE-235[i].

a. The Company incurred costs totaling **$31,432.08** for 960 unused meals for January 10, 2024, January 11, 2024, and January 12, 2024.

b. Please refer to EOE-387, Attachment 1, regarding the email from LaKota Oaks confirming that meals "could not be cancelled" due to being a special catering order.

   The Company makes every effort to encourage hotels and caterers to donate unused food; however, the Company did not take possession of or exercise control over such food. Because the Company was neither in possession nor control of the food at the relevant time, any decision regarding the donation, retention, or disposal of unused food was solely within the discretion of the hotel or catering provided.

Prior Referenced Response:

[i] EOE-235 Question:

(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-235 Response:

Referring to Exhibit ACCT-2 CLP-1A-16 (MS24A), Madison Lakota Oaks, for charges of $31,432, which included dinner for Wednesday, January 10, 2024, 'to go' breakfast, lunch and buffet dinner for Thursday, January 11, 2024, and 'to go' breakfast and lunch for Friday, January 12, 2024.

Under the Company's ERP for a severe weather event, resource and logistical acquisitions such as hotel rooms and food, must be undertaken ahead of time based on the expected severity and complexity of an event. Expected complexity and the associated resource and logistical requirements are analyzed based on considerations of numerous factors including, but not limited to, forecasted weather conditions; certainty of the weather forecast, size of the anticipated incident and expected impacts to personal safety and property, outage prediction modeling, anticipated extent of potential or known damage, and historical experience with other events.

The Company cannot wait until a predicted weather event actually reaches its service territory to formulate its response plan and secure needed resources, as PURA has established pursuant to Conn Gen. St. §§16-32e, 16-32h and PURA's performance standards, as well as the structure and implementation of the ERP. If the Company were to wait until a storm's actual impact to secure mutual aid and contractor crews, hotels, food services and other logistics necessities, critical resources may not be available when needed, or, even if available, would be significantly more expensive than if procured earlier.

The Company makes every effort to cancel rooms that are unused if known within the timeframe for allowed cancellation according to the hotel policy. However, based on the shifting restoration needs or priorities, crews are often relocated within regions of the service territory to work on restoration well after the cancellation period has expired and may have to be re-assigned to other hotel rooms that are closer to their physical work location (the Company focuses on locating crews as close as possible to their assigned restoration jobs to minimize the need for travel, thus freeing them up for actual restoration work). The Company must meet its contractual obligations with each hotel to pay for rooms reserved post the cancellation time frame. It is also important to note that, in times of service outages, there are other demands on hotel space from displaced residents that are experiencing service outages. As a result, the Company needs to be able to have adequate facilities to house the crews that are required to be on-site at the outset of an event, and the Company does that through contractual and logistical commitments made ahead of the event.

In preparation for the storm event, the Company had booked rooms at the Madison Lakota Oaks for Wednesday, January 10, 2024 and Thursday, January 11, 2024 nights and ordered all meals as noted previously.

On January 8, 2024, the Madison Lakota Oaks confirmed that food had been ordered to accommodate all meals and could not be cancelled.

Due to changes in food and lodging needs for the storm event, the Company had to cancel the rooms. The cancellation notification was sent via email on Wednesday, January 10, 2024, at 11:37am.

The Company did not incur any charges for the cancelled rooms, but did incur the cost of the ordered food.

Date Filed: October 27, 2026

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

Question:

(MS24A-VENDOR-TREE) Refer to Response to EOE-231. The interrogatory requested for the Company to "[i]dentify 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." Respond to the following:

a. Identify if pre-authorization occurred and, if so, provide supporting documentation of the pre-authorization.
b. Identify the incremental amounts charged.

Response:

a. Please refer to the Company's response to EOE-231[i] (emphasis added): It is an established practice for contractor tree crews to bill for larger chainsaws during storm restoration activities. The use of larger-bar chainsaws when removing large-diameter trees improves operational efficiency and enhances worker safety by allowing the work to be performed quicker and with less risk to the operator. The chainsaws billed on the referenced invoices are larger than the standard chainsaws provided on each bucket truck, consistent with the applicable contract provisions. Because tree crews cannot determine the size and removal requirements of a tree until they arrive at the work location, requiring a separate trip to obtain a larger chainsaw could delay restoration efforts and result in additional travel costs.

   Pre-authorization for utilizing a larger chainsaw during storm-response activities is not required as it is an established practice. Requiring pre-authorization would hinder storm restoration activities as the tree crew would not know that a larger chainsaw was needed until they arrived at the outage location and evaluated the situation. If a larger chainsaw was required, the tree crew would need to leave the outage event, drive to a centralized location where chainsaws would be stored, select and inspect the chainsaw, and drive back to the outage event before the tree crew was able to start their job briefing and perform the associated tree work. Pre-authorization to utilize larger chainsaws would not be operationally efficient or beneficial to our customers.

b. Referring to Exhibit ACCT-2(CLP-1)(MS24A) and Confidential Exhibits ACCT-2(CLP-1A-15)(MS24A) through ACCT-2(CLP-1A-16)(MS24A), lines 373 through 376 and 393, the total incremental amount charge for the larger chainsaws billed was $145.80.

Prior Referenced Response:

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[i] EOE-232 Question:

(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 Response:

It is an established practice for contractor tree crews to bill for larger chainsaws during storm restoration activities. The use of larger-bar chainsaws when removing large-diameter trees improves operational efficiency and enhances worker safety by allowing the work to be performed quicker and with less risk to the operator. The chainsaws billed on the referenced invoices are larger than the standard chainsaws provided on each bucket truck, consistent with the applicable contract provisions. Because tree crews cannot determine the size and removal requirements of a tree until they arrive at the work location, requiring a separate trip to obtain a larger chainsaw could delay restoration efforts and result in additional travel costs.

Accordingly, billing for a larger chainsaw is permitted for the entire shift when utilized, as that equipment resource is dedicated to the assigned crew and is therefore unavailable for use on other work during that period. The associated chainsaw charges were reviewed and approved by the Eversource Arborist through the timesheet approval process, confirming that use of the equipment was appropriate for the work performed.

Date Filed: October 27, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, Craig Dikeman and Matthew J. Correia
Request from: Office of Education, Outreach, and Enforcement

Question:

(LINE CREW EMERGENCY RESPONSE AGREEMENTS) Refer to Response to EOE-174. The Company's response clarified that the "Master Service Agreements do not include the provision stated in the question of 'standby rates apply to labor resources only.' This standby language is included in the Line Crew Emergency Response agreements." Respond to the following:

a. Explain the difference between the Master Service Agreements and the Line Crew Emergency Response agreements.
b. Provide a copy of every template Line Crew Emergency Response agreement utilized by the Company since 2018, indicating the period of time each template was utilized. Identify all "template" changes made to the Line Crew Emergency Response agreement since 2018, along with the respective dates of the changes.
c. Provide a listing of all vendors subject to the Line Crew Emergency Response agreements and, if applicable, including the specific version of the template that they are subject to. As part of the response, cite the documents in the record.

Response:

a. Master Service Agreements ("MSAs") were established with the Company's Contractors of Choice, or "COCs," primarily to support planned, non-emergency construction and maintenance activities, commonly referred to as "blue-sky" work. These agreements also contain specific provisions governing the deployment and compensation of those ***same*** contractor resources when supporting storm restoration activities.

   In contrast, the Line Crew Emergency Response agreements are intended for contractors providing line crew resources specifically for emergency restoration. These agreements contain dedicated pricing provisions addressing mobilization, demobilization, standby, working time, and equipment compensation.

   Although both of these agreements address storm restoration work, the applicable compensation provisions differ based on the agreement under which the contractor is engaged. As clarified in EOE-174[i], the language stating that "standby rates apply to labor resources

only" was specific to the earlier Line Crew Emergency Response Pricing Schedule and was not included in the COC MSAs.

b. As discussed in response to EOE-390, the contract provisions applicable to storm work at any given time were/are as follows:

- Exhibit A Pricing Schedule - 12/7/2021 - 5/31/2025 (ERP-only Contractor Agreements)

- Exhibit B Pricing Schedule - 6/1/2021 - 12/31/2025 (COC MSA – Covering blue sky and ERP). *Note:* Once the new standardized storm contract became effective in May 2025, this contract form was utilized only for blue-sky work).

- Exhibit C Pricing Schedule - 5/31/2025 -Present (New ERP-specific standardized contract form).

The Company is providing the applicable Pricing Schedule templates associated with the Line Crew Emergency Response agreements as EOE-389, Attachment 1. Please also refer to EOE-384, Attachment 2 CONFIDENTIAL.

- EOE-389, Attachment 1 CONFIDENTIAL, is a template that contains the prior Pricing Schedule, identified as Exhibit A, Version 12.7.21, which was utilized prior to the implementation of the revised agreement in approximately May 2025.

- EOE-384, Attachment 2 CONFIDENTIAL, contains the revised Pricing Schedule, identified as Exhibit C, implemented generally beginning May 31, 2025. Please refer to EOE-384 Attachment 1 for precise dates for each contractor.

The revised Pricing Schedule provided in EOE-384, Attachment 2 CONFIDENTIAL, incorporates several clarifications and modifications to the compensation and administration of emergency response resources, including the following:

Standby Compensation: The earlier Pricing Schedule specified that standby rates applied to labor resources only and established a labor-based standby retainer. The revised Pricing Schedule provides for hourly standby compensation for labor resources and equipment compensation at 50% of the applicable equipment rates during authorized standby periods.

Working Time: The revised Pricing Schedule establishes a more detailed definition of Working Time, including the applicable period of emergency restoration activities and the distinction between working, standby and travel classifications.

Mobilization and Demobilization: The revised Pricing Schedule establishes additional provisions governing the calculation and documentation of travel time, including the use of estimated travel durations, contractor deployment locations, and applicable border-crossing allowances.

Pre/post Mobilization and Demobilization: The revised Pricing Schedule expressly defines two-hour periods associated with activities such as safety briefings, meals and hotel assignments.

Resource Classifications and Support Equipment: The revised Pricing Schedule establishes additional definitions and billing parameters for qualified overhead crews, digger derricks, general foremen, safety professionals, and mechanics.

Administrative Controls: The revised Pricing Schedule incorporates additional requirements for ERSG hiring communications, authorization of standby periods, work releases, and resource documentation.

Lodging and Reimbursable Expenses: The revised Pricing Schedule specifies double-occupancy lodging requirements unless otherwise authorized in writing by the Company.

All of the revisions are designed to provide additional specificity regarding the application of compensation classifications, resource eligibility and administrative requirements during emergency restoration events.

c. Refer to EOE-384, Attachment 1, for a listing of current Emergency Response Agreements in which Exhibit C applies. Please refer to EOE-389, Attachment 2, for a listing of Line Crew Emergency Response agreements and the effective date of the pricing schedule that preceded the current contracts which are effective May 31, 2025 to present. Certain contractors appear more than once in the attachment because invoices included in this rate case are associated with multiple versions of their respective Pricing Schedules. Each version is applicable to the corresponding contractual period during which the invoiced services were performed. Accordingly, the duplicate entries are intentional and reflect the applicable contractual provisions for the respective time periods.

In certain instances, a contractor may have entered into a newer agreement while an existing purchase order continued to be governed by an earlier agreement or Pricing Schedule. In those instances, the terms applicable to a particular charge were determined by the agreement and Pricing Schedule supporting the purchase order under which the services were authorized and performed. Accordingly, the date of a contractor’s newer agreement may not, by itself, determine the terms applicable to every charge incurred after that date.

Historically, the Company's COCs operated under MSAs containing storm-specific provisions, while external emergency response contractors operated under separate Line Crew Emergency Response agreements. The revised agreement, implemented generally beginning May 31, 2025, establishes a consistent contractual framework for both COCs and external overhead line contractors, eliminating the distinction between the two agreement types for emergency restoration work and providing greater clarity and consistency in the applicable terms and compensation provisions.

The prior and revised Emergency Response Pricing Schedule, Exhibit A, is provided as EOE-389, Attachment 1. The revised Pricing Schedule, Exhibit C, is provided in EOE-384 Attachment 2 CONFIDENTIAL, respectively. The applicable agreement version for each contractor is determined by its respective agreement effective date.

Prior Referenced Response:

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[i] EOE-174 Question:

(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-174 Response:

Please refer to EOE-174, Attachment 1 CONFIDENTIAL, and EOE-174, Attachment 2 CONFIDENTIAL, for the changes to the Master Service Agreement Templates.

- EOE-174, Attachment 1 CONFIDENTIAL, shows the redlines/revisions made to the MSA template from 2017-2022, effective August 18, 2022.

- EOE-174, Attachment 2 CONFIDENTIAL, shows the redlines/revisions made to the MSA template from 2022-2024, effective November 22, 2024.

- EOE-174, Attachment 3 CONFIDENTIAL, contains the revisions made to the Exhibit B Pricing Schedules between 2017 and 2022, as well as 2022 and 2024.

The contractual time periods covered in response to EOE-024i, were 2018-2020, 2020-2025, and 2025-Present. These Master Service Agreements do not include the provision stated in the question of "standby rates apply to labor resources only." This standby language is included in the Line Crew Emergency Response agreements. For example, please refer to OCC-044, Attachment 2, Pg.at page 874, Exhibit A.

Date Filed: October 27, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Education, Outreach, and Enforcement

Question:

(MS24A-VENDOR-LINE) Refer to Response to EOE-188. The Company's response to EOE-188 (and other INT responses), subsection 'b' states "Contractually when contractor crews are directed to be on shift and ready to receive work, they are automatically on 'Work Time' rates, regardless of when they receive their first assignment." Cite the contract provisions that define this billing treatment. Additionally, please reconcile the Company's response to the ERSG-Contractor Obligations-Instructions provided at EOE-173, Att.1, p. 27, which states "3. Per the contract: b. All crews on standby until they receive the first ticket."

Response:

As an initial matter, Eversource does not conduct its storm response activities in a vacuum where it is the only electric utility ever utilizing contractor crews to perform emergency response work so that all of its processes and procedures can be unilaterally designed. The external contractors that the Company utilizes work on numerous other electric systems and there are industry norms and practices that come into play when channeling work to crews in the field. The Company's contracts track with those industry practices and norms, as is appropriate, because the Company will not be able to attract necessary crews if it requires field crews to adhere to practices that are unusual, unreasonable, impractical or do not exist anywhere else. Consequently, although the Company strives for constant improvement in terms of establishing clear and coherent guidelines for time tracking and billing – ultimately, industry practices will play a role in how interactions with external crews play out.

The Company's contracts reflect those market norms, whether the terms are generally established or expressly delineated. To that end, there is a common understanding that "work" rates apply when the crew has left the hotel (Rest Time) and is engaged with Eversource's restoration effort, as directed by Eversource.

Therefore, as a matter of operating norms and contractual terms, the contractor crews are functioning on working rates any time that: (1) the crews are under Eversource's direction and control; and (2) that direction has removed them from Rest Time and caused them to engage in the workspace. This work status would include, and not be limited to, the activities including: preparation to commence "wrench" work in the field; pausing and standing by at a location pending further direction by Eversource; moving to a designated location; performing restoration

on a ticket; or any other activity that engages the contractor under the direction and control of Eversource throughout a work shift.

Please note that the question refers to the Company's answer to EOE-188[i]. The contractor referenced in EOE-188 was a "Contractor of Choice" or "COC" contractor. Therefore, as discussed in response to EOE-389[ii], prior to 2025 when a new uniform storm contract was implemented, there was both an MSA and a Pricing Schedule. Both the MSA and the Pricing Schedule contained terms for storm work, although the MSA also governed blue-sky work.

Specifically, the contract provisions applicable to storm work at any given time were/are as follows:

- Exhibit A Pricing Schedule - 12/7/2021 - 5/31/2025 (ERP-only Contractor Agreements)
- Exhibit B Pricing Schedule - 6/1/2021 - 12/31/2025 (COC MSA – Covering blue sky and ERP). *Note:* Once the new standardized storm contract became effective in May 2025, this contract form was utilized only for blue-sky work).
- Exhibit C Pricing Schedule - 5/31/2025 -Present (New ERP-specific standardized contract form).

This question first asks the Company to "cite the contract provisions that define [the] billing treatment," described in response to EOE-188(b), wherein the Company stated as follows:

> Contractually when contractor crews are directed to be on shift and ready to receive work, they are automatically on 'Work Time' rates, regardless of when they receive their first assignment."

Contract Provisions Validating the Statement at EOE-188(b):

Under Article 1 of the MSA, entitled "Definition of Term; Interpretation," the following definitions apply:

⇒ "*Emergency*" means any emergency event expected by Owner or declared by Owner (whether or not such event is declared an emergency by any Governmental Authority), including stormy weather or other adverse weather conditions that are forecasted to occur or have occurred, that causes, or may cause, damage, interruption, impact or unplanned outages to all or a portion of Owner's utility system.

⇒ "*Emergency Response Program Work*" or "*ERP Work*" means ***Emergency-related Work*** to be provided by Contractor pursuant to each ***ERP Work Release***, as specified by Owner. ***Subject to the terms of Article 6, ERP Work is included within the definition of ""Work"***

⇒ *ERP Work Program Release*" or "*ERP Release*" means ***each release for ERP Work pursuant to an oral communication*** (i.e., by telephone or in person) or written (i.e., by email, fax or other documentation, in whatever form) issued and/or approved by Owner for ERP Work, in each case under the Order, and in the form and on such terms determined by Owner in good faith. Contractor's commencement of ERP Work awarded to it by Owner pursuant to each Release shall constitute Contractor's acceptance of all of the provisions of the applicable Release.

Article 6 of the MSA governs "Emergency Response Program Work." Section 6.3 of the MSA states that "Except as otherwise agreed to in writing by Owner, compensation for ERP Work shall be in accordance with the Agreement rates for ERP Work set forth in the Pricing Schedule in **Exhibit B**." (emphasis in original).

A copy of the "Exhibit B, Pricing Schedule" is provided in EOE-292, Attachment 1. Please note that the contract was also provided in OCC-044, Attachment 2, at page 21.

⇒ Section 3.3 ("Labor"), page 2, states that "***Labor charges shall commence*** at the designated time for departure from, or commencement of ***Work*** at, the show-up site (which may be the job site) for the ***applicable Work*****,**" provided the contractor is prepared to begin work (emphasis added).

⇒ Section 4.4 ("Emergency Response Work") defines the "applicable Work." Section 4.4(a) states that "Owner shall compensate Contractor for ***Emergency Response Work*** assigned to Contractor based on Contractor's applicable Emergency Response rates ***from the commencement of such Emergency Response Work at the Site through the termination of Emergency Response Work at the Site***, excluding rest time during that period."

⇒ Section 4.4(d)(ii) further states that "[d]uring Normal Working Hours, Owner may require Contractor ***to report to a show up location in anticipation of performing Emergency Response Work***. Travel to and from the show up location shall be compensated as provided for above. Contractor will be paid its standard labor and equipment rates for the period of time that labor and equipment is held at the show up location." Thus, Section 4.4(d)(ii) provides that the Company may direct contractor resources to report to a designated show-up location in anticipation of performing emergency response work and that labor and equipment held at that location are compensable at the applicable standard rates.

Reconciling Contractual Terms to the Statement in EOE-188

These interrelated contractual terms make it clear that, once Eversource has directed a crew to "report to a show up location in anticipation of performing Emergency Response Work," standard Working rates apply, including for travel to and from that location. Accordingly, contractually, when contractor crews are directed to be on shift and ready to receive work, they are automatically on "Work Time" rates, regardless of when they receive their first event assignment, as the Company explained in response to EOE-188.

Reconciling to EOE-173, Attachment 1, at 27.

Second, the question asks the Company to "reconcile" its response to EOE-188 to the ERSG-Contractor Obligations-Instructions provided at EOE-173, Attachment.1, p. 27, which state "3. Per the contract: b. All crews on standby until they receive the first ticket."

EOE-173, Attachment 1, is a copy of the hiring package that the Company formerly distributed to hired contractors during an ERP event.[1] These instructions have been in use for many years, evolving over time as new content was added. Although the specific terminology differs from the MSA and Exhibit B, in place over the time period 2021 to 2025 for Contractors of Choice (such as the contractor referenced in EOE-188), the practice is exactly as stated in response to EOE-188.

Meaning that the terminology "all crews on standby *until they receive the first ticket,*" is referencing that crews will be on standby until receiving the *first direction* or communication of an Emergency Work Release from Eversource to report to Work to be deployed to specific events (see, Article 1 of the MSA, referencing "oral communication" and Exhibit B, Section 3.3, referencing commencement of work at show-up site). In industry practice, the receipt of the "first ticket" or the "first direction" from Eversource is understood as the same thing – in either case, the crew is departing from their Rest Time "to report to a show up location in anticipation of performing Emergency Response Work," as stated in Exhibit B, Section 4.4(d)(ii) of the COC Pricing Schedule.

Standardized Contract Terms in Place During 2025

This industry practice was more precisely memorialized in the new standardized ERP contract that the Company implemented in May 2025. This pricing schedule is designated at "Exhibit C," utilizing the following provisions:

[1] As of July 1, 2026, the Company no longer uses this type of hiring package as the Company is implemented "Storm Manager," which is a more automated system. As a result, it is no longer necessary for the Company to distribute its hiring package.

"Emergency Preparedness" or **"EP"** is the organization within Owner responsible for management, communication and coordination efforts needed for system restoration during emergencies.

"Emergency Response Work" refers to Scope of Work ("SOW") attached as Exhibit D to the Cover Agreement.

"Emergency Response Labor Rates" are the agreed rates payable from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding rest and standby rate times during Emergency Response Work. Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement. Labor rates are detailed within the attached Schedule A.

"Emergency Response Work Release" (also known as **"Ticket"**) means each release for Emergency Response Work pursuant to an oral communication (i.e., by telephone or in person) or written (i.e., by email or other documentation, in whatever form) issued and/or approved by Owner for Emergency Response Work, in each case under the Purchase Order, and in the form and on such terms determined by Owner in good faith. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Release shall constitute Contractor's acceptance of all of the provisions of the applicable Release.

"On Call - Standby Rates" (Home/Hotel) are paid at Standby Rate per hour for personnel; and 50% of Equipment Rates. Standby Rates are set forth in the attached Schedule A. Contractor shall be directed in the ERSG hiring email when standby hours are in effect. Standby Rates are only in effect when approved by ERSG.

"Working Time" are the hours worked in an ERP event where any Crews within the state of operation are being issued active Emergency Response Work Releases or transitioning to additional Emergency Response Work Releases and have not received Demobilization instructions and/or an ERSG Demobilization email.

Prior Referenced Responses

[i] EOE-188 Question:

(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-188 Response:

Please refer to Exhibit ACCT-2 CLP-1(MS24A), Outside Line Contractors, at Line 37, Asplundh Construction Corp, in the amount of $177,073.

a. The Company confirms that the difference between the reported recovery amount and the total invoice amount is attributable to the car-versus-pole activity referenced on page 46. Specifically, the variance of $6,405.66 represents costs associated with the "car vs pole" incident, which was separately identified and not included in the reported recovery amount.

b. The crews are in "working" status once they are on shift – from the beginning to the end of the shift. The Company does not compensate crews based on the specific restoration event to which they are assigned, nor are crews expected to be actively engaged in an "event" every minute of their shift. Time must be allocated at the start and end of each day, as well as between restoration "events," to complete all necessary steps to ensure safe working conditions in the field. For the Resource Management Teams identifying the jobs and deploying crews and the EFRC, the critical focus is to follow procedures, keep the crews safe, and keep them moving efficiently throughout the working shift. In this context, there is no bright line that separates one event from another and neatly segmenting the day from an "event" perspective – all activities whether in preparation of, or "on the pole," are proper work activities that are undertaken during the work shift and will not be specified on the timesheet. Additionally, crews are dispatched as damage is assessed.

   Contractually when contractor crews are directed to be on shift and ready to receive work, they are automatically on "Work Time" rates, regardless of when they receive their first assignment. As a result, the crews are appropriately billed "Work Time" for the referenced hours. The total incremental charge for the referenced employees resulting from billing 4.5 hours at DT rates in lieu of TH rates is $997.65

c. Asplundh is a COC contractor. Per the provisions in their contract equipment -- while on standby -- is permitted to be charged at 50%. The total incremental charge for the equipment billed during standby for pages 35-36 is $3,938.22. The total incremental charge for the equipment billed for the hours referenced in subsection (b) is $398.25.

[ii] EOE-389 Question:

(LINE CREW EMERGENCY RESPONSE AGREEMENTS) Refer to Response to EOE-174. The Company's response clarified that the "Master Service Agreements do not include the provision stated in the question of 'standby rates apply to labor resources only.' This standby language is included in the Line Crew Emergency Response agreements." Respond to the following:

a. Explain the difference between the Master Service Agreements and the Line Crew Emergency Response agreements.
b. Provide a copy of every template Line Crew Emergency Response agreement utilized by the Company since 2018, indicating the period of time each template was utilized. Identify all "template" changes made to the Line Crew Emergency Response agreement since 2018, along with the respective dates of the changes.

c. Provide a listing of all vendors subject to the Line Crew Emergency Response agreements and, if applicable, including the specific version of the template that they are subject to. As part of the response, cite the documents in the record.

EOE-389 Response:

a. Master Service Agreements ("MSAs") were established with the Company's Contractors of Choice, or "COCs," primarily to support planned, non-emergency construction and maintenance activities, commonly referred to as "blue-sky" work. These agreements also contain specific provisions governing the deployment and compensation of those ***same*** contractor resources when supporting storm restoration activities.

In contrast, the Line Crew Emergency Response agreements are intended for contractors providing line crew resources specifically for emergency restoration. These agreements contain dedicated pricing provisions addressing mobilization, demobilization, standby, working time, and equipment compensation.

Although both of these agreements address storm restoration work, the applicable compensation provisions differ based on the agreement under which the contractor is engaged. As clarified in EOE-174[ii], the language stating that "standby rates apply to labor resources only" was specific to the earlier Line Crew Emergency Response Pricing Schedule and was not included in the COC MSAs.

b. As discussed in response to EOE-390, the contract provisions applicable to storm work at any given time were/are as follows:

- Exhibit A Pricing Schedule - 12/7/2021 - 5/31/2025 (ERP-only Contractor Agreements)
- Exhibit B Pricing Schedule - 6/1/2021 - 12/31/2025 (COC MSA – Covering blue sky and ERP). *Note:* Once the new standardized storm contract became effective in May 2025, this contract form was utilized only for blue-sky work).
- Exhibit C Pricing Schedule - 5/31/2025 -Present (New ERP-specific standardized contract form).

The Company is providing the applicable Pricing Schedule templates associated with the Line Crew Emergency Response agreements as EOE-389, Attachment 1. Please also refer to EOE-384, Attachment 2 CONFIDENTIAL.

- EOE-389, Attachment 1 CONFIDENTIAL, is a template that contains the prior Pricing Schedule, identified as Exhibit A, Version 12.7.21, which was utilized prior to the implementation of the revised agreement in approximately May 2025.
- EOE-384, Attachment 2 CONFIDENTIAL, contains the revised Pricing Schedule, identified as Exhibit C, implemented generally beginning May 31, 2025. Please refer to EOE-384, Attachment 1, for precise dates for each contractor.

The revised Pricing Schedule provided in EOE-384, Attachment 2 CONFIDENTIAL, incorporates several clarifications and modifications to the compensation and administration of emergency response resources, including the following:

Standby Compensation: The earlier Pricing Schedule specified that standby rates applied to labor resources only and established a labor-based standby retainer. The revised Pricing Schedule provides for hourly standby

compensation for labor resources and equipment compensation at 50% of the applicable equipment rates during authorized standby periods.

Working Time: The revised Pricing Schedule establishes a more detailed definition of Working Time, including the applicable period of emergency restoration activities and the distinction between working, standby and travel classifications.

Mobilization and Demobilization: The revised Pricing Schedule establishes additional provisions governing the calculation and documentation of travel time, including the use of estimated travel durations, contractor deployment locations, and applicable border-crossing allowances.

Pre/post Mobilization and Demobilization: The revised Pricing Schedule expressly defines two-hour periods associated with activities such as safety briefings, meals and hotel assignments.

Resource Classifications and Support Equipment: The revised Pricing Schedule establishes additional definitions and billing parameters for qualified overhead crews, digger derricks, general foremen, safety professionals, and mechanics.

Administrative Controls: The revised Pricing Schedule incorporates additional requirements for ERSG hiring communications, authorization of standby periods, work releases, and resource documentation.

Lodging and Reimbursable Expenses: The revised Pricing Schedule specifies double-occupancy lodging requirements unless otherwise authorized in writing by the Company.

All of the revisions are designed to provide additional specificity regarding the application of compensation classifications, resource eligibility and administrative requirements during emergency restoration events.

c. Refer to EOE-384, Attachment 1, for a listing of current Emergency Response Agreements in which Exhibit C applies. Please refer to EOE-389, Attachment 2, for a listing of Line Crew Emergency Response agreements and the effective date of the pricing schedule that preceded the current contracts which are effective May 31, 2025 to present. Certain contractors appear more than once in the attachment because invoices included in this rate case are associated with multiple versions of their respective Pricing Schedules. Each version is applicable to the corresponding contractual period during which the invoiced services were performed. Accordingly, the duplicate entries are intentional and reflect the applicable contractual provisions for the respective time periods.

In certain instances, a contractor may have entered into a newer agreement while an existing purchase order continued to be governed by an earlier agreement or Pricing Schedule. In those instances, the terms applicable to a particular charge were determined by the agreement and Pricing Schedule supporting the purchase order under which the services were authorized and performed. Accordingly, the date of a contractor's newer agreement may not, by itself, determine the terms applicable to every charge incurred after that date.

Historically, the Company's COCs operated under MSAs containing storm-specific provisions, while external emergency response contractors operated under separate Line Crew Emergency Response agreements. The revised agreement, implemented generally beginning May 31, 2025, establishes a consistent contractual framework for both COCs and external overhead line contractors, eliminating the distinction between the two agreement types for emergency restoration work and providing greater clarity and consistency in the applicable terms and compensation provisions.

The prior and revised Emergency Response Pricing Schedule, Exhibit A, is provided as EOE-389, Attachment 1. The revised Pricing Schedule, Exhibit C, is provided in EOE-384, Attachment 2 CONFIDENTIAL, respectively. The applicable agreement version for each contractor is determined by its respective agreement effective date.

Date Filed: October 27, 2026

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

Question:

(MUTUAL AID) Refer to Responses to EOE-038 and EOE-186. In reference to EOE-038, Att.3, respond to the following:

a. Provide a breakdown of the Labor Benefits & Non-Productive Time costs (i.e., $492,233.44) split between Straight Time and Over-Time.
b. Discuss the specific activities or expenses that comprise the $331,638.85 Contractor Charges referenced.
c. Discuss the specific activities or expenses that comprise the $135,287.58 Mutual Aid – Administrative Fee referenced.

Response:

a. Please refer to the table below for a breakdown of Labor Benefits & Non-Productive Time costs between straight-time and overtime.

	Non-Productive	Payroll Benefits	Total
Straight Time	$ 47,360	$ 84,419	$ 131,779
Overtime	131,175	229,279	360,454
Total	$ 178,535	$ 313,698	$ 492,233

b. There are six invoices from KTI Utility Construction & Maintenance LLC that make up the $331,638.85. The invoices are for crews that traveled with Eversource to Virginia to aid in restoration. Please refer to attachments EOE-391, Attachment 1 CONFIDENTIAL, through EOE-391, Attachment 6 CONFIDENTIAL, for copies of the invoices.

c. The administrative fee is charged on all mutual aid invoices to cover the costs of support that are not directly charged. Usually, it is a flat rate but in this case since four Eversource companies provided mutual aid support, a weighted average was developed for each company based on the labor hours charged to the support mutual aid WO's. The $135,287.58 is the result of the weighted average rate multiplied by the total charges for assistance rendered by CL&P to Appalachian Energy.

Date Filed: October 28, 2026

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

Question:

(STORM INTERNAL CONTROLS) Refer to Response to EOE-184, and Exhibit CLP-STORM-1, pp. 94-103. Identify and discuss the Company's internal controls performed in support of the Rate Case submission for storm related expenses. Specifically, discuss how the Company accumulated the costs and verified the accuracy of supporting documentation. This inquiry differs from the Company's PFT included within Ex. CLP-STORM-1, in that it is looking to understand the controls applicable to the Company's storm data aggregation (i.e., a different set of controls).

Response:

For purposes of this response, the Company understands "storm data aggregation (i.e., a different set of controls)" to refer to the internal controls surrounding how the Company extracts, compiles, and organizes the storm data necessary to prepare its storm filing.

The Company has a number of detective and preventative controls in place to ensure that the storm costs included in its filing, and ultimately sought for recovery, are complete and accurate:

Initial Process Level Controls
➢ CL&P's invoice review process consists of three steps. First, emergency preparedness personnel compile records of outside crews—including mobilization and demobilization dates, hours worked, and daily crew timesheets—which are reviewed and approved by the CL&P representative overseeing the work. Second, when a vendor invoice is received, personnel reconcile charges against these records and timesheets, verify hours and contracted rates, recalculate charges, and review reimbursable expenses for validity and appropriateness. This thorough review identifies billing discrepancies, unapproved or non-reimbursable expenses, overcharges, and clerical errors. Invoices without discrepancies are approved through the Company's Accounts Payable system. Finally, if discrepancies are found, CL&P personnel contact the vendor to resolve them. Resolved invoices are resubmitted for approval and payment, while unresolved disputes result in a "short-pay"—CL&P approves and pays only the undisputed portion of the invoice. ➢ All other storm costs categories including direct labor, materials & supplies, P-cards, other employee expenses, etc. have their own set of process level controls to ensure all costs are appropriately identified, categorized, supported and approved. For example,

Initial Process Level Controls

each week employees must submit and their supervisor / manager must review and approve their timesheet to verify the work performed and any labor charged to a storm work order. Additionally, any P-Card charge or employee expense would require supporting documentation and receipts which would be reviewed and approved by the employee's supervisor or manager prior to that transactions being recorded directly to the storm work order. As outlined above, each cost category included for recovery has its own set of internal controls applied to ensure each cost is properly charged and supported.

- Capitalization occurs several months after the event, once costs have stabilized. Capital units of property are identified by analyzing the storm work orders, and internal labor, contractor installation, and supervision costs are estimated for each unit. Applicable food and lodging costs are also allocated to the capital units. The total cost of each unit is then removed from the storm work order and transferred to a capital work order. This process involves multiple employees in finance / accounting and incorporates a review process to ensure all capitalization adjustments are appropriate.
- The Company performs a monthly analysis of storm costs by work order. The Company runs PowerPlan queries for the month-end close, and an analysis is completed on all costs to calculate the total incremental costs. This monthly review is depicted on page 1, of EOE-392, Attachment 1, which visually represents the steps in the Company's storm cost analysis process. As shown in that flowchart, PowerPlan queries are run for the month-end close, and an analysis is completed on all costs to calculate the total incremental costs. The product of that analysis is the "Working Review Files" and all the steps in that process are depicted on page 2, of EOE-392, Attachment 1.

Filing Preparation Controls

- The Company prepares filing exhibits for each storm, as shown on page 5, of EOE-392, Attachment 1. During this process, the Company conducts further validation to ensure a valid invoice exists, verifies that supporting timesheets are available, reconciles invoice amounts with those reflected in the exhibits, and confirms the dates match the applicable storm event. The Company retrieves the supporting invoices from Maximo, organizes them for filing, and reconciles them to the corresponding exhibits. The Company investigates any discrepancies identified during this review and resolves them through adjustments, as necessary.
- After validation and reconciliation, the Company prepares draft filing exhibits summarizing storm-related costs and detailing major cost categories, including labor, materials, and outside services. The Company's internal instructions for preparing these exhibits are provided in EOE-392, Attachment 2.
- Finally, the Company conducts a final review of the filing exhibits and supporting documentation to confirm their accuracy and completeness before submission.

The Company has not changed the underlying control process discussed herein or in Docket No. 25-12-13, because the storms addressed in this filing were filed before the Final Decision in that proceeding. However, the Company has considered the lessons learned and issues identified in Docket No. 25-12-13, and will continue to refine and enhance its invoice and storm review processes to support the completeness and accuracy of the storm information it provides.

Date Filed: October 27, 2026

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

Question:

(STORM FLEET) Refer to Responses to EOE-177 and EOE-178. Provide an unlocked Excel spreadsheet calculating the breakdown of the Storm Fleet costs split between Connecticut, Massachusetts, and New Hampshire. As part of the request, provide calculations using actual information wherever possible (e.g., depreciation expense on actual vehicles per state) and discuss any assumptions necessary for costs that cannot be attributed to a given location.

Response:

Please refer to EOE-393, Attachment 1, for an unlocked Excel spreadsheet calculating the breakdown of Storm Fleet costs split between Connecticut, Massachusetts, and New Hampshire for 2024-Jun 2026. The annual storm fleet clearing costs are the most accurate and up-to-date information available at the time of reporting.

Date Filed: October 27, 2026

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

Question:

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

a. Explain why the number of storm fleet vehicles has decreased for each state and explain if the Company is expected to sustain the decreases.
b. Referring to the MN26C011 event (i.e., Excel row 103), identify the ES Electric vendor. If this entity is indicative of the Company, explain why it was necessary for the Company to utilize the Storm Fleet and explain how this usage aligns to the Company's response to EOE-031.

Response:

a. Storm Fleet vehicle reductions reflect ongoing fleet optimization and updated storm-response planning, not a reduction in emergency-response capability. Fleet inventories were right-sized based on utilization reviews, readiness assessments, deployment modeling, and increased reliance on contractor support and regional resource sharing. The Company expects these reductions to be sustainable based on current operational requirements and storm-response needs. All critical storm-response equipment remains available, and the Company continues to maintain access to contractor, mutual assistance, and cross-state resources when necessary. Storm fleet levels are continually evaluated and may increase or decrease based on operational requirements, utilization trends, contractor availability, and lessons learned from storm events. Accordingly, fleet inventories are not fixed and are adjusted as necessary to maintain appropriate storm-response capability.

b. Referring to the MN26C011 event, the "ES Electric" vendor on Excel row 103 in EOE-177, Attachment 1, is labeled incorrectly. The Company confirmed the vehicles were used by Eversource-Transmission and aligns with the Company's response to EOE-031[i], which states that Eversource-Transmission are the only Company employees to utilize the vehicles.

Prior Referenced Response:

[i] EOE-031 Question:

(STORM FLEET) Provide details regarding the Company's use of the Storm Fleet including information on the annual costs (2024 through present), the number of available units (i.e., vehicles) per location (i.e., state), the number of hours used per storm event, the total cost allocated to each storm event, and any other relevant details that would assist in

minimizing following interrogatories. To the extent that the Storm Fleet has been used by the Company's affiliates, provide details.

EOE-031 Response:

Please refer to EOE-031, Attachment 1, for the requested details on the Storm Fleet for all storms that occurred from 2024 through June 2026. The only time Company employees use the Storm Fleet vehicles is when Transmission employees are supporting Distribution restoration. Otherwise, the Storm Fleet vehicles are used only by external vendors.

Date Filed: November 05, 2026

Witness: John G. Griffin, Leanne M. Landry, Danielle J. Munson and Marisa B. Paruta
Request from: Office of Education, Outreach, and Enforcement

Question:

(STORM FLEET-DEPRECIATION/RATE OF RETURN) Refer to Response to EOE-178, Att.1. Provide an unlocked Excel spreadsheet demonstrating the calculations supporting the Service Company Depreciation and Rate of Return amounts reported within the Storm Fleet Clearing by CE-2025 tab.

As part of the response, identify all inputs and assumptions and provide citations, where possible. Additionally, identify any changes to the Company's calculation approaches for 2024 or 2025.

Response:

During the Company's evaluation of the underlying data needed to prepare a response to this discovery, it was determined that certain Eversource Service Company (ESC) depreciation expense costs included in EOE-178, Attachment 1[i], for the years 2024 and 2025 were inadvertently applied to the incorrect calendar year and the ESC Rate of Return was based on information that had been further updated but not reflected in the calculation.

This necessitated Eversource's calculation of the pool of ESC Fleet Vehicle costs, by year, which allocates these costs to the Eversource enterprise electric utility major storm work orders that occurred within each year of 2024 and 2025, to be revised and re-allocated based on calendar year utilization. Therefore, the Company is providing a revised attachment in EOE-178RV01, Attachment 1, to update the costs charged to the CL&P catastrophic storm work orders in 2024 and 2025 for both ESC Rate of Return and ESC depreciation expense. In addition, the information provided in this response conforms to the revised calculation and will reconcile to EOE-178RV01, Attachment 1.

Please refer to EOE-395, Attachment 1, and EOE-395, Attachment 2, for the calculations supporting the ESC Rate of Return for 2024 and 2025, respectively, as adjusted in the Storm Fleet Clearing response to EOE-178RV01, Attachment 1. The ESC Rate of Return was adjusted to reflect the updated ESC Fleet Vehicle depreciation rates effective January 1, 2024. ESC implemented an enhancement in the ESC Fleet Vehicle depreciation rate calculation, using the last state-regulatory commission approved Eversource corporate-wide electric utility base distribution

rate case fleet vehicle depreciation rates for similar class vehicles. These most recent approved depreciation rates are used to develop an ESC Fleet Vehicle composite depreciation rate and updated accordingly. Therefore, the ESC Rate of Return for 2024 and 2025 were revised to reflect an updated net plant asset value (book cost less accumulated depreciation, as adjusted for new depreciable lives) for the ESC Fleet Vehicles, and appropriately include all vehicles utilized for Eversource enterprise-wide storm restoration efforts. As a result of these revisions, the ESC Rate of Return for 2024 and 2025, as adjusted, are higher by $103,132 and $77,688, respectively.

Please refer to EOE-395, Attachment 3, for the calculations supporting the ESC Depreciation expense for 2024 and 2025, as adjusted in the Storm Fleet Clearing response to EOE-178RV01, Attachment 1. As a result of the revised depreciable lives to align with the depreciation rates most recently approved in base distribution rate cases, as well as removal of costs that were inadvertently included in the 2025 calendar year, the net change to the ESC Depreciation expense for 2024 and 2025, as adjusted, are lower by $2,527,098 and $298,466, respectively.

Prior Referenced Response:

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[i] EOE-178 Question:

(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-178 Response:

Please refer to EOE-178, Attachment 1, for the details of the storm fleet costs for 2024 through June 2026. Included is the invoice listing of "other outside services" expenses similar to what was provided in EOE-666 from Docket No. 25-12-13.

Please refer to EOE-177, Attachment 1, for the individual number of "hours used" by state.

Date Filed: October 30, 2026

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

Question:

STORM FLEET-EXPENSES) Refer to Response to EOE-178, Att.1. Provide documentation supporting the following sampled expenses reported within the Vendor Inv#-2025 tab. As part of the response, provide explanations detailing the nature of the expenses and invoices or other relevant documentation.

a. Row 213; Altec Industries Inc; $18,710.56
b. Row 358; Altec Industries Inc; $12,572.83
c. Row 714; LDV Inc; $76,463.33
d. Row 725; Maximos Construction; $11,910.53
e. Row 942; Mirabelli Automotive LLC; $17,347.95
f. Row 951; Stuart C Irby Co; $33,041.38
g. Row 965; (blank); $232,106.98
h. Row 991; Global Rental Company Inc; $4,781.25

Response:

Referring to Response EOE-178, Attachment 1, please see below for attachment references and an explanation of expenses for the selected rows within the Vendor Inv#-2025 tab.

Request	**Att. Reference**	**Details of charges**
Row 213; Altec Industries Inc; $18,710.56	EOE-396 Att. 1	During a maintenance inspection there was an issue with the hydraulics in this unit, the fluid had to be flushed, and the lower and upper boom lift cylinder had to be replaced. Due to the replacement, a load structural test also had to be conducted. The details are listed on the invoice.
Row 358; Altec Industries Inc; $12,572.83	N/A	This is a recurring monthly charge for storage for the storm vehicles. This was approved without an invoice; we did catch this during our internal review process and developed a process to ensure that all charges have an invoice attachment.
Row 714; LDV Inc; $76,463.33	EOE-396 Att. 2	This was for work to upgrade our MRC command vehicles.

Row 725; Maximos Construction; $11,910.53	EOE-396 Att. 3	This was to plow and clear the Shrewsbury storm lot details on invoice.
Row 942; Mirabelli Automotive LLC; $17,347.95	EOE-396 Att. 4	This was for monthly charges for internet, restrooms and power for storm lot. It also is for labor for employees to operate trucks for die electric testing and driving the trucks to keep them from forming issues from sitting for long periods.
Row 951; Stuart C Irby Co; $33,041.38	EOE-396 Att. 5	The details are on the invoice. This is for rubber goods testing of the rubber goods in the trucks, to ensure they are compliant and safe for operation.
Row 965; (blank); $232,106.98	EOE-396 Att. 6	These are journal entries and UVL transactions to account for charges in the proper account.
Row 991; Global Rental Company Inc; $4,781.25	EOE-396 Att. 7	This is for a rental invoice for a specialty "cutter truck" which allows the user to clear power lines off of trees or vehicles safely without having to dispatch a line crew. This was designed to speed up clearing roads and allow Eversource to restore power faster.

Date Filed: October 29, 2026

Witness: Craig Dikeman and Matthew J. Correia
Request from: Office of Education, Outreach, and Enforcement

Question:

(WIRE GUARDS/COMP BID) Refer to Response to EOE-182. The Company was requested to provide competitive bid assessments that were relevant for the years 2024-2025. In response, the Company provided a one-page summary of results that appears to be applicable to Connecticut, Massachusetts, and New Hampshire. Please supplement the response with specific details on each vendor's location(s) and the corresponding bid cost structure. Additionally, explain how each of the scores were derived and how the scores account for incremental costs that would result from travel from their respective locations to Connecticut. If an assessment of the incremental costs associated with travel did not occur, explain why.

Response:

The Company supplements its response to EOE-182 by providing the detailed competitive bid evaluation associated with the 2024–2026 Wire Down Guard solicitation as EOE-397, Attachment 2 CONFIDENTIAL. This attachment identifies the participating vendors, proposed resource commitments, service territory, competitive rankings. The Company provides additional information related to the bid evaluation process in EOE-397, Attachment 1 CONFIDENTIAL.

The commercial and technical evaluation results were combined using their respective weightings to establish the overall competitive scores reflected in EOE-182, Attachment 1. The supplemental evaluation provides additional visibility into the vendor information considered during the solicitation.

Unlike traditional line contractors, Wire Down Guard resources are not generally pre-staged in anticipation of storm events, nor are they routinely performing ongoing non-emergency work within the Company's service territory.

Although vendors identify a corporate headquarters or principal office location during the solicitation process, the personnel ultimately deployed for emergency response activities are frequently located throughout multiple states and regions. The Company obtains resource availability information directly from vendors at the time resources are requested and assigned. As a result, the location of a vendor's headquarters is not a reliable indicator of where specific personnel will originate when responding to an event.

During major storm events, vendors may deploy personnel from locations other than their headquarters, including resources temporarily positioned in the region to support emergency restoration efforts. Accordingly, the Company's evaluation does not assume that resources will originate from a vendor's principal office location.

In addition, several participating vendors operate on a regional or multi-state basis and maintain personnel across multiple geographic areas rather than staffing exclusively from a single headquarters location. The Company's utilization of regional providers allows it to leverage aggregated purchasing power and broader resource commitments across Connecticut, Massachusetts, and New Hampshire, which can enhance resource availability and support the procurement of more competitive rates. As a result, evaluating vendors based solely on the location of a corporate headquarters would not accurately reflect either the resources available for deployment or the overall value proposition offered by regional service providers.

Wire Down Guard resources generally are not compensated for travel time. In limited circumstances, travel time may be reimbursed when specifically authorized by the Company's Resource Acquisition organization and provided for within the applicable contractual and purchase order requirements.

Resource deployment decisions are based primarily on resource availability, response capability, safety considerations, and the ability to support the affected service territory. Geographic proximity may be considered where known and relevant; however, resource assignments are not made solely based upon the location of a contractor's corporate office.

For these reasons, a separate quantitative assessment of incremental travel costs based on each vendor′s home office location was not performed as part of the competitive evaluation. Such an assessment would require assumptions regarding the originating locations, availability, and deployment of individual resources during future storm events, which cannot be reliably established during the solicitation process.

However, geographic considerations were incorporated into the technical evaluation through the assessment of each vendor′s proposed resource commitments and the Eversource service territories they were able and willing to support. This allowed the Company to consider the vendors′ anticipated ability to provide resources within the required geographic areas without assigning speculative travel costs based solely on corporate office locations.

While cost remains an important consideration, Wire Down Guard services are provided during emergency response situations where public safety and response readiness are critical. Accordingly, the Company evaluates both pricing and operational capabilities, including resource availability and geographic coverage, to ensure qualified personnel can be deployed in a timely manner to protect the public and support restoration activities. For the reasons described above,

the Company did not perform a separate quantitative assessment of travel costs based solely on vendor headquarters locations.

Date Filed: October 27, 2026

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

Question:

(MS24A-VENDOR-TREE-TRAVEL) Refer to Response to EOE-193, subsection 'a'. The initial interrogatory requested the Company to "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." Respond to the following:

a. Confirm that the Company does not have emails or other correspondence obtained during the initial review to support the hours billed. If not confirmed, provide the requested documentation.
b. Provide an unlocked Excel spreadsheet calculating the hours and corresponding costs billed in excess of the estimated travel. As referenced within the Company's response to EOE-130, the analysis should include the Company's 1.3 hour factor used to compute the assumed benchmark.

Response:

As referenced in the Company's response to EOE-130[i] (emphasis added): "*the Company applies the 1.3 hours factor to account for, among other things, the slower speed of fully loaded line trucks that travel as a convoy and make more frequent stops than a conventional sedan vehicle. The Company further evaluates the reasonableness of travel time based on its experience and professional judgment on an event-by-event basis. These additional layers of analysis are necessary because Google Maps does not account for factors and variables that are known to impact travel time. Thus, Google Maps cannot, and should not, be relied upon as the sole measure of travel time.*" The 1.3 hours factor does not account for the impact of severe weather on travel time; rather, the factor of 1.3 hours to compute a reasonable benchmark for actual travel time during normal travel conditions.

The associated travel time, and the factors addressed in the Company's response to EOE-130, is a component of the mobilization and demobilization process; however, mobilization and demobilization also include "muster time". Muster time is a broad, general term that includes crew preparation, pre-trip safety briefings, and DOT pre-trip and post-trip inspections, among other factors.

In reference to Confidential Exhibit ACCT-2 (CLP-1A-2)(MS24A), pages 104-142, the Asplundh Tree crews in question traveled through periods of heavy, wet snow, and heavy rainfall and high winds throughout the duration of their travel on January 9, 2024. During travel, particularly in hazardous weather conditions, communication is not conducted in a documentable manner. Vendor supervision will typically call with updates on their travel progress if it is safe to do so while traveling. They do not send emails during this period of time and, therefore, that documentation is not available to provide.

Considering muster time and stops for fuel, meal breaks, restroom breaks, traffic, and weather, the Company determined the billable hours for mobilization and demobilization were reasonable and approved them.

All of the requested data is available to EOE in the invoices and associated timesheets that pertain to Tree Crew vendors for the MS24A event. The Company's processes are constructed to obtain and use those records for validating payment, subject to review and sign off by Eversource Arborist, who has contemporaneous knowledge of the work performed. The Company's financial systems do not record invoiced amounts by data field, for each data point included on the invoices or the associated timesheets. Therefore, extracting and compiling this information from the timesheets in the manner sought by EOE would require extensive manual efforts that can be performed by EOE or EOE's consultant, if information in that format assists EOE in putting forth its case.

Prior Referenced Response:

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[i] EOE-130 Question:

(VENDOR TRAVEL) Explain the Company's travel review process for external vendors to include any assumptions for determining whether mobilization/demobilization travel time would be considered reasonable (i.e. in relation to Google/MapQuest estimates), how estimates would be increased by escalation factors, whether the review process differs for different vendors or types of vendors, and whether the Company has performed a study supporting that policy. Additionally, identify if the Company has changed its position outlined within its supplemental response to OCC-41 from Docket No. 25-12-13.

EOE-130 Response:

The Company applies the formula described below to determine whether line and vegetation crews can mobilize, travel and arrive on a timeline to assist productively in restoration.

The Company uses a formula to calculate daily travel time capability of a line crew traveling at 60 mph for 10 hours (maximum drive time), or approximately 600 miles per day. Based on the expected duration of the restoration, the Company will procure crews factoring in this travel time when validating invoices. The Company looks at the location of mobilization, the 600 miles per day and any external factors that may come into play to determine what is a reasonable travel time when reviewing and approving invoices.

Application of the above formula combined with the overall projected impact of the weather event (i.e. duration of restoration, number of potentially impacted states, availability of local or regional resources) enables the Company to determine, on an event by event basis, what travel time is reasonable. Due to size, refueling and possible weather/traffic delays, actual daily mileage of a bucket truck may differ from 600 miles per day.

Google Maps is a useful reference point for determining travel time. However, the accuracy and reliability of Google Maps data is subject to qualification in its terms of use, and therefore it should not be relied upon as the exclusive measure of reasonable travel time. In Docket No. 25-12-13 the Company responded to OCC-041 and associated attachments provided here for reference as EOE-130, Attachment 1. Page 2 of OCC-041-SP01, Attachment 1, (which is page 4 of 24 of EOE-130, Attachment 1), is the Google Maps End User Additional Terms of Service ("Google Maps T&Cs"), and states that: "When you use Google Maps map data, traffic, directions, and other content, you may find that actual conditions differ from the map results and content, so exercise your independent judgment and use Google Maps at your own risk." The Google Maps T&Cs further provide that end users of Google Maps must accept the Google Terms of Service, which is attached hereto as OCC-041-SP01, Attachment 2, (which is page 5 of 24 of EOE-130, Attachment 1). Page 13 of OCC-041-SP01, Attachment 2, (which is page 17 of 24 of EOE-130, Attachment 1), presents the following warranty disclaimer:

> TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE PROVIDE OUR SERVICES "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FOR EXAMPLE, WE DON'T MAKE ANY WARRANTIES ABOUT THE CONTENT OR FEATURES OF THE SERVICES, INCLUDING THEIR ACCURACY, RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS.
>
> DON'T RELY ON THE SERVICES FOR MEDICAL, LEGAL, FINANCIAL, OR OTHER PROFESSIONAL ADVICE. ANY CONTENT REGARDING THOSE TOPICS IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR ADVICE FROM A QUALIFIED PROFESSIONAL.

As the Company has explained in its response to several discovery responses in Docket Nos. 24- 03-30 and 25-12-13, all provided here for ease of reference as EOE-130, Attachment 2, (see, e.g., OCC-031; EOE-501; EOE-517; EOE-536; and EOE-0590), Google Maps and its underlying algorithms do not incorporate vehicle sizes and dimensions, the safe operating speed of contractor vehicles traveling in a convoy, fuel capacity/efficiency, activities that do not include actual driving, such as refueling, safety rest breaks, and meal breaks, and/or different commercial vehicle types (e.g., pick-up trucks, various sized bucket trucks, including diesel models, lifters, pole trailers, diggers/derricks, etc.) in travel time calculations. Each of these factors can affect the actual time it takes for a contractor to arrive at the contractor's designated location in the Company's service territory and, therefore, are appropriate for consideration in the cost validation process. Accordingly, the Company uses the estimated time calculated by Google Maps for car travel as a data point and multiplies that figure by a factor of 1.3 hours to compute a reasonable benchmark for actual travel time. The Company applies the 1.3 hours factor to account for, among other things, the slower speed of fully loaded line trucks that travel as a convoy and make more frequent stops than a conventional sedan vehicle. The Company further evaluates the reasonableness of travel time based on its experience and professional judgment on an event-by-event basis. These additional layers of analysis are necessary because Google Maps does not account for factors and variables that are known to impact travel time. Thus, Google Maps cannot, and should not, be relied upon as the sole measure of travel time.

Date Filed: October 27, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin, Leanne M. Landry, Craig Dikeman and Matthew J. Correia
Request from: Office of Education, Outreach, and Enforcement

Question:

(EXHIBIT B PRICING SCHEDULE) Refer to Response to EOE-209, Att.1. Provide a complete listing of vendors subject to the referenced Exhibit B document and identify the specific dates in which the Exhibit B documents became effective within each vendor's contract. Specifically, the Exhibit B documents referenced are those which permit equipment to be billed at 50% during standby. Additionally, cite the location of each respective Exhibit B or provide the corresponding executed documents.

Response:

Please refer to EOE-399, Attachment 1. The Company has provided a complete listing of contractors subject to the referenced Exhibit B Pricing Schedule provisions, which permit equipment to be billed at 50% of the applicable rate during standby, along with the corresponding effective periods. The listed vendors were subject to the Exhibit B template provided in EOE-209, Attachment 1.

In certain instances, a contractor may have entered into a newer agreement while an existing purchase order continued to be governed by an earlier agreement or Pricing Schedule. In those instances, the terms applicable to a particular charge were determined by the agreement and Pricing Schedule supporting the purchase order under which the services were authorized and performed. Accordingly, the date of a contractor's newer agreement may not, by itself, determine the terms applicable to every charge incurred after that date.

Please refer to EOE-209, Attachment 1, for a copy of the applicable Exhibit B Pricing Schedule template. This document reflects the applicable contractual provisions for the effective periods identified for each contractor listed in EOE-399, Attachment 1.

Date Filed: October 27, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Education, Outreach, and Enforcement

Question:

(MS24A-VENDOR-LINE) Refer to Response to EOE-188. The Company's response to EOE-188, subsection 'c' states "Asplundh is a COC contractor. Per the provisions in their contract equipment -- while on standby -- is permitted to be charged at 50%." Cite the contract provisions included within the record that define this billing treatment as of January 2024. If not included, please provide a copy of the executed Schedule.

Response:

Refer to EOE-292, Attachment 1 CONFIDENTIAL, Exhibit B - Pricing Schedule, specifically Section 3.6, at page 5, and Appendix PS-5, at page 23.

Section 3.6 establishes the contractual provisions governing equipment standby charges, while Appendix PS-5 expressly provides that equipment standby rates are calculated at the applicable Appendix PS-6 equipment rates less 50%. Accordingly, eligible equipment placed on standby during emergency restoration activities is compensable at 50% of the applicable equipment billing rate, subject to the conditions and authorization requirements established in the agreement.

Date Filed: October 27, 2026

Witness: Craig Dikeman and Matthew J. Correia
Request from: Office of Education, Outreach, and Enforcement

Question:

(MS24A-VENDOR-LINE) Refer to Responses to EOE-206, EOE-209, EOE-216, EOE-237, and EOE-244. The Company provided the E-J Electric T&D LLC, Elecnor Hawkeye LLC, Harlan Electric Company, Inc, McPhee Electric LTD, and Riggs Distler & Company Inc's contractual Exhibit B Pricing Schedules that were inadvertently omitted. Respond to the following:

a. Referring to each Att.1 Redacted, provide documentation demonstrating the timing and approval of each pricing schedule for each of the respective vendors. Additionally, identify the specific date(s) for which the pricing schedules became effective and provide documentation of the execution.
b. Referring to Att.1 Redacted, Section 4.4(e) details that the Contractor shall reimburse the Company for any provided fuel costs. Explain how the Company accounts for the fuel reimbursement process. As part of the response, provide documentation supporting the Company's process and administration of fuel reimbursements and identify how these costs were removed from the storm recovery balances.

Response:

a. The Company confirms that the Exhibit B Pricing Schedules for the five referenced contractors became effective June 1, 2021. Documentation identifying the effective dates and the corresponding executed agreements was previously provided in OCC-044, Attachment 2 CONFIDENTIAL, as follows:

Contractor	EOE Reference	OCC-044 Attachment 2 Effective Date Reference	OCC-044 Attachment 2 Execution Reference
E-J Electric T&D LLC	EOE-206[i]	Page 1147	Page 1268
Elecnor Hawkeye LLC	EOE-209[ii]	Page 1492	Page 1613
Harlan Electric Company, Inc.	EOE-216[iii]	Page 2286	Page 2409
McPhee Electric LTD	EOE-237[iv]	Page 3989	Page 4110
Rigs Distler & Company, Inc.	EOE-244[v]	Page 5472	Page 5593

Each agreement identifies June 1, 2021, as its effective date, with the corresponding execution documentation provided at the referenced pages of OCC-044, Attachment 2 CONFIDENTIAL.

b. Section 4.4(e) of the applicable agreement provides contractual support for the Company to seek reimbursement from a particular contractor for Company-provided fuel when economically and operationally warranted. The substantial majority of the Company's fuel services during storm restoration events are provided to the Company's internal crews. Company refueling of external crew vehicles during ERP occurs only in isolated instances, generally limited to a subset of the most significant restoration events when overnight or inter-shift fueling is operationally necessary.

   In these limited circumstances, the Company has not separated and removed these costs to obtain contractor reimbursements because it is not cost-efficient to do so. It is more cost efficient to provide these critical supplies while the trucks are aggregated in a parking lot without crew movement or interference than to expend the time and resources to monitor, track, report, invoice, reconcile and seek to recover the costs of the fuel from contractors. For the Company, there is a greater cost and operational risk associated with external crews being waylaid on the way to work sites, or leaving their assigned work areas, to locate operating fueling facilities during a widespread outage, particularly in circumstances when nearby fueling facilities may be out of service and unavailable due to the outage. In these types of exigent circumstances, the cost associated with the crew travel time and restoration delay has a strong potential to substantially exceed the value of the fuel provided. With the contractual reimbursement language in place, the Company maintains the right to charge for the fuel when it is economically and administratively practicable to do so.

Prior Referenced Responses:

[i] EOE-206 Question:

(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 b. (i.e., typically referred to as Exhibit A). EOE observed that the contract c. 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-206 Response:

Please refer to Exhibit ACCT-2 (CLP-1)(MS24A), Outside Line Contractors, at Line 249, E-J Electric T&D LLC, in the amount of $151,095.

a. The Company confirms that, due to a clerical error during the submission process, the vendor's Exhibit B Pricing Schedule was inadvertently omitted from the materials provided at OCC-044, Attachment 2 CONFIDENTIAL, and EOE-024, Attachment 3 CONFIDENTIAL. The Exhibit B Pricing Schedule is detailed in EOE-206, Attachment 1 CONFIDENTIAL.

b. The contractor was a COC and falls under subpart (e). in the pricing schedule or Exhibit B of the COC agreement.

"(e) Equipment Rates: Equipment Rates for Emergency Response Work shall be at the rates set forth in Appendix PS-6 PRICING SCHEDULE - T&M. All maintenance, fuel, delivery, and other charges associated with the equipment shall be included in the Emergency Response Rates for Equipment. If Owner provides any fuel, Contractor shall reimburse Owner for such fuel costs and at Owner's option, Owner may either invoice Contractor for such fuel costs or the cost of such fuel may be deducted from Contractor's invoice amount for Emergency Response Work."

Please see the Company's response to EOE-267i for additional detail regarding billing for Equipment during Standby.

The remaining amount of equipment that was charged for standby is $4,224. This amount was paid in accordance with contract provisions.

[ii] EOE-209 Question:

(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-209 Response:

Please refer to Exhibit ACCT-2 CLP-1 (MS24A), Outside Contractor-Vendor, line 256, vendor Elecnor Hawkeye LLC, totaling invoice in the amount of $187,949.

a. The Company confirms that, due to a clerical error during the submission process, the vendor's contractual Exhibit B Pricing Schedule was inadvertently omitted from the materials provided at OCC-044, Att. 2 (Confidential). The Exhibit B Pricing Schedule is now provided as EOE-209, Attachment 1 CONFIDENTIAL.

b. Under the applicable Master Service Agreement, the contractor is entitled to receive payment for equipment at 50% of the applicable equipment rate while the contractor is on standby, as expressly provided in Section 3.6, page 5 of EOE-209, Attachment 1 CONFIDENTIAL, (Exhibit B Pricing Schedule). Accordingly, the equipment charges during standby were billed pursuant to the specific standby provisions contained in the vendor's contractual Pricing Schedule. In addition, the total amount of equipment charged for standby is $11,447.38. For purposes of contractor timekeeping, a "standby" designation may reflect the operational status of the crew at a particular point in time and does not necessarily indicate that the crew or associated equipment was inactive or demobilized. During these periods, contractor resources may remain fully mobilized at the designated work or staging location, with personnel and equipment committed to Company operations and prepared to immediately perform assigned work. For example, resources may be awaiting the next ticket or work assignment, awaiting further direction from the Company, or transitioning between assignments while remaining available to support ongoing operations. Although the contractor crew may refer to this time as "standby" on the timesheet, the resources remain deployed and unavailable for other work.

[iii] EOE-216 Question:

(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-216 Response:

Referring to Exhibit ACCT-2 CLP-1 (MS24A), Outside Contractor-Vendor, line 272, vendor Harlan Electric Construction, total invoice amount of $110,362.

a. Harlan was already working on property for Transmission. They were held onsite and transitioned to storm duty from their normal scheduled work. The crews were instructed to pick up Eversource trucks staged at another location and outfit them with appropriate materials for storm restoration on the 8th and to standby on the 9th. Since they were normally on property, all communications were verbal and they were not released to ensure that the resources were available when needed.

b. The Company confirms that, due to a clerical error during the submission process, the vendor's contractual Exhibit B Pricing Schedule was inadvertently omitted from the materials provided at OCC-044, Attachment 2 CONFIDENTIAL. The Exhibit B Pricing Schedule is now provided as EOE-216, Attachment 1 CONFIDENTIAL.

c. Under the applicable Master Service Agreement, the contractor is entitled to receive payment for equipment at 50% of the applicable equipment rate while the contractor is on standby, as expressly provided in OCC-044, Attachment 2 CONFIDENTIAL, Section 3.6, page 5 of EOE-216, Attachment 1, (Exhibit B Pricing Schedule). Accordingly, the equipment charges during standby were billed pursuant to the specific standby provisions contained in the vendor's contractual Pricing Schedule. In accordance with contract provisions, the total amount of equipment charged for standby is $5,714.28. Please refer to the Company response to EOE-267 for additional context and detail regarding the billing of equipment.

[iv] EOE-237 Question:

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

Please refer to Exhibit ACCT-2 (CLP-1)(MS24A), Outside Line Contractors, at Line 453, McPhee Electric LTD, in the amount of $97,518.

a. Based on the Company's review of the specified timesheets, there is no significant missing information within the "Work Distribution" section. The timesheets are not intended to be an exhaustive record of every minute, task or discrete activity undertaken by a crew in the course of performing its work. Nor is the timesheet the method by which the Company manages the crews or assures that the crew is working in the manner and location that they are supposed to be. The timesheets are used to document the time worked and general nature of the work performed. Given the nature of storm restoration work, it would be impractical and inconsistent with the crews' primary responsibility of safely and efficiently restoring electric service to require personnel to record every work task or discrete activity performed throughout the workday. The Company manages the crews through the oversight of the employee dispatching the crews and the External Field Resource Coordinator (EFRC), who is physically in the field with the crews, ensuring that the crews are properly engaged and assigned work to restore the system from storm damage. The linemen who are filling out the timesheets are primarily focused on working safely in a dynamic environment that is full of

potentially lethal hazards. The EFRC is the Company representative who is responsible for signing the timesheets and they have personal knowledge of the work that the crews have performed and the activities they have engaged in, particularly in relation to the hours stated in Boxes 24 and 25.

Importantly, the crews are in "working" status for the entire duration of their shift – from start to finish. The Company does not compensate crews based on the specific restoration event to which they are assigned, nor are crews expected to be actively engaged in an "event" every minute of their shift. Time must be allocated at the start and end of each day, as well as between restoration "events," to complete all necessary steps to ensure safe working conditions in the field. For the Resource Management Teams identifying the jobs and deploying crews and the EFRC, the critical focus is to follow procedures, keep the crews safe, and keep them moving efficiently throughout the working shift. In this context, there is no bright line that separates one event from another, precisely segmenting the day from an "event" perspective. All activities, whether in preparation of, or "on the pole," are proper work activities that are undertaken during the work shift and will not be specified on the timesheet.

b. Please refer to EOE-237, Attachment 1 CONFIDENTIAL, for legible copies of expense receipts from McPhee invoice number 21327RR.

c. The vendor's contractual Exhibit B Pricing Schedule was inadvertently omitted from the materials originally submitted due to a clerical error during the submission process. The Exhibit B Pricing Schedule is now being provided as EOE-237, Attachment 2 CONFIDENTIAL.

d. The vendor's contractual Exhibit B Pricing Schedule is provided as EOE-237, Attachment 2 CONFIDENTIAL.

e. Under the applicable Master Service Agreement, contractors are entitled to payment for equipment at 50% of the applicable equipment rate while on standby, as provided in Section 3.6, page 5 of EOE-237, Attachment 2 CONFIDENTIAL, (Exhibit B Pricing Schedule). Accordingly, the equipment charges during standby were billed pursuant to the applicable contractual standby provisions. In addition, the total amount of $3,857.28 was charged for equipment.

With respect to field crew timekeeping, a field crew may characterize time during a shift as "standby," reflecting the physical status of the crew at a particular point in time. However, this characterization does not indicate that the crew or associated equipment was inactive or demobilized. During these periods, contractor resources may remain fully mobilized at the designated work or staging location, with personnel and equipment committed to Company operations and prepared to perform work immediately upon assignment. For example, resources may be awaiting the next ticket or work assignment, further direction from the Company, or otherwise transitioning between assignments, while supporting ongoing operations. Although the field crew may characterize this time as "standby" on its timesheet, the resources remain deployed and available only to Eversource for work purposes. Therefore, the working rate contractually applies.

[v] EOE-244 Question:

(MS24A-VENDOR-LINE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-17, pp. 302-316. The Company reported an incremental charge of $64,884 for the Riggs Distler & Company Inc vendor. Respond to the following:

a. Referring to pp. 306-316, explain why the vendor was permitted to use a different Eversource Contractor Storm Daily Time & Work Report than is outlined within the Eversource Contractor Storm Daily Time &

Work Report Procedure (Procedure) provided at EOE-022, Att.5. Additionally, referring to pp. 309, 314-316, explain why the vendor was not required to complete the information within boxes 24-26 (i.e., tracked hours per OMS event) as outlined within the Procedure.

b. Cite the location of the vendor's contractual Pricing Schedule Exhibit (i.e., typically referred to as Exhibit A). The contract provided at OCC-044, Att.2 (Confidential), starting at p. 5472 includes a List of Exhibits at p. 5478 which references the Pricing Schedule as Exhibit B but was unable to locate the document.

c. Referring to pp. 306-308, 310-313, explain why the equipment was charged during standby when the Company's Master Service Agreement omits billing of equipment during standby. Additionally, identify the amount ($) of equipment that was charged for standby.

EOE-244 Response:

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

b. The vendor's contractual Exhibit B Pricing Schedule was inadvertently omitted from the materials originally submitted due to a clerical error during the submission process. The Exhibit B Pricing Schedule is now being provided as EOE-244, Attachment 1, CONFIDENTIAL.

c. Under the applicable Master Service Agreement, contractors are entitled to payment for equipment at 50% of the applicable equipment rate while on standby, as provided in Section 3.6, page 5 of EOE-244, Attachment 1 CONFIDENTIAL (Exhibit B Pricing Schedule). Accordingly, the equipment charges associated with standby were billed pursuant to the applicable contractual standby provisions.

   For purposes of contractor timekeeping, a "standby" designation may reflect the operational status of the crew at a particular point in time and does not necessarily indicate that the crew or associated equipment was inactive or demobilized. During these periods, contractor resources may remain fully mobilized at the designated work or staging location, with personnel and equipment committed to Company operations and prepared to immediately perform assigned work. For example, resources may be awaiting the next ticket or work assignment, awaiting further direction from the Company, or transitioning between assignments while remaining available to support ongoing operations. Although the contractor's crew may refer to this time as "standby" on the timesheet, the resources remain deployed and unavailable for other work.

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

Date Filed: October 26, 2026

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

Question:

(MS24A-VENDOR-TREE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-15, pp. 116-118 and Response to EOE-229. EOE's initial interrogatory incorrectly cited pp. 119-121 in lieu of pp. 116-118. Referring to pp. 116-118, please 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). To the extent that additional hour related to travel to the crew's "reporting or parking location," provide documentation to support this position and explain why the time reporting was inconsistent for the remaining days. As part of the response, please identify the impact of billing an extra hour (OT) for each employee.

Response:

Referring to Confidential Exhibit ACCT-2 (CLP-1A-15)(MS24A), pages 116-118, the tree crew in question was utilizing an overnight parking location on Lakeside Avenue in New Canaan. The estimated travel time from Flax Hill Road, Norwalk, to Lakeside Avenue, New Canaan, is approximately 25-minutes for a bucket truck under normal traffic conditions and approximately 45-minutes for a bucket truck during Friday afternoon traffic conditions. This does not include post-trip inspections required at the end of the shift.

Please refer to Confidential Exhibit ACCT-2 (CLP-1A-15)(MS24A) on page 117. There is no "impact of billing an extra hour (OT) for each employee". The Company Arborist corrected timesheet from 33-OT "Payable Hours" to 30-OT "Billable Hours". The three-hour reduction is a culmination of one hour corrected from OT to ST on January 9, 20204, one hour corrected from OT to ST on January 10, 2024, and one hour corrected from OT to ST on January 12, 2024. The conversion of OT to ST was due to the hours worked within the 07:00 to 16:00 storm normal working hours.

Date Filed: October 27, 2026

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

Question:

(MS24A-P-CARDS) Refer to Response to EOE-260. In support of selection 'b', the Company provided two identical submissions (Att.1 Redacted and Att.2 Redacted), inclusive of the receipts for the same date and with the same payment ID (p. 7). Identify if the selection was duplicated. If not duplicated, provide the omitted receipt for the second $3,729 charge. As part of the response, please also provide a copy of the p-card statement showing two charges of the same amount.

Response:

The charges for Dave & Charlies Hometown Deli are not duplicates. The order for 170 breakfast sandwiches was split between two transactions. One transaction was entered on January 9 at 11:35 a.m., and the second transaction was entered later that day at 12:01 p.m.. Rather than re-entering each item a second time, the vendor processed the second transaction as a single total charge of $3,729.81. Please refer to EOE-403, Attachment 1, which provides supporting documentation for the second transaction.

Date Filed: October 28, 2026

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

Question:

(MS24A-P-CARDS) Refer to Response to EOE-260. In support of selection 'd', the Company provided five receipts detailing different dates (Att.3 of 1/9/24; Att.4 of 2/13/24; Att.5 of 1/5/24; Att.6 of 1/9/24; and Att.7 of 1/10/24) with minimal details regarding underlying unit costs. Respond to the following:

a. Explain how meal charges applicable to 1/5/24 (prior to the storm event) and 2/13/24 (approximately one month after the storm event) are applicable to MS24A.
b. Provide an unlocked Excel spreadsheet detailing the number of meals, the type of meal (breakfast, lunch, dinner), and the average cost per meal. Additionally, compare the average cost per meal to the amounts detailed within the Eversource Restaurant Meal Policy provided at EOE-058, Att.1 Redacted and, if applicable, identify the amounts paid in excess of the policy.

Response:

a. In preparing this response, the Company has determined that the P-Card transaction on 1/5/24 was attributed to a late December 2023 storm. The Company will supplement Exhibit ACCT-2(CLP-1)(MS24A), P-Card tab, line 115 to remove the charge in the amount of $2,216.

   In preparing this response, the Company confirmed directly with Newtown Deli that the P-Card transaction identified on line 116, in the amount of $9,499.00, and associated with a receipt dated February 13, 2024, pertains to goods and/or services provided on January 10, 2024, in support of the MS24A storm event. Although the receipt reflects a transaction date of February 13, 2024, services were procured and utilized during the storm response effort and were therefore appropriately charged to this event.

b. Please refer to EOE-403 Attachment 1 for the details of cost by meal for the P-card transactions on Exhibit ACCT-2(CLP-1)(MS24A), P-Card tab, line 113, line 114, and line 116.

In preparing this response, the Company confirmed with Newtown Deli and Food and Lodging Lead that the P-Card transaction identified on Line 117, in the amount of $6,333, was associated with services provided for Event MS24A. However, the vendor was unable to provide additional

details regarding the specific meal service associated with this charge. Additionally, the employee who made the purchase has since retired from the Company, and no further supporting information is available.

Date Filed: November 03, 2026

Witness: Brendan J. O'Brien and Garrett J. Murray
Request from: Office of Education, Outreach, and Enforcement

Question:

(PHOTOGRAPHY) Refer to Response to EOE-238. Identify if any of the photography costs included either within the Company's storm recovery request or the Company's test year amounts have produced work product (i.e., photographs) that have been used in the Company's shareholder funded advertising.

Response:

None of the photography costs included in either the Company's storm-cost recovery request or test year amounts comprising the cost of service in this proceeding pertain to a "work product" used in any "shareholder funding advertising."

Date Filed: October 27, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Education, Outreach, and Enforcement

Question:

(MS24A-VENDOR-LINE) Refer to Response to EOE-234 and Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-16, pp. 207. The Company's response to subsection 'b' concluded that the "car vs pole" reference within the signed timesheet was a "documentation" error and provided an OMS report (i.e., Att.1) to support this position. Respond to the following:

a. Explain how this type of "documentation" error was not identified during the Company's review.
b. Explain why the Company believes that it is more accurate to rely on the OMS system in lieu of a signed Eversource Contractor Storm Daily Time & Work Report.
c. Discuss if the Company is capable of querying the OMS system to identify instances where the OMS system identified "car vs pole" activity. If the OMS system is able to be queried, provide an unlocked Excel spreadsheet detailing all references to "car vs pole" or similar terminology for the period of January 2024 through March 2025 with similar details as reflected within EOE-234, Att.1. If possible, please also include the work order number details.

Response:

a. The Company identified the discrepancy during its review of supporting timesheets, validated the correct information, and processed the invoice accordingly. The Company's controls operated as designed, identifying and addressing the documentation error before final processing and payment.

b. The Company does not treat any single data source as conclusive or controlling over all other sources. The Company's review process incorporates multiple sources of information to assess the accuracy and completeness of contractor-submitted timesheets and documentation. While a signed Daily Time & Work Report is a key component of this review, additional records (including OMS data and other documentation, when available) may be used if questions arise. Taken together, these records provide a more complete basis for invoice validation and are considered collectively to substantiate contractor activities. OMS is not relied upon exclusively, or in place of contractor documentation, but it serves as one of several tools supporting the Company's review and reconciliation process.

c. Please refer to EOE-406, Attachment 1, for an unlocked Excel spreadsheet detailing all references to “car vs pole” for the period of January 2024 through March 2025.

Included in the spreadsheet are the corresponding OMS event numbers, as the OMS system identifies events using event numbers as the available reference field.

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.

Date Filed: October 28, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Education, Outreach, and Enforcement

Question:

(MS24A-VENDOR-LINE-TRAVEL) Refer to Response to EOE-246 and Exhibit ACCT-2 CLP-1, and Confidential Exhibit ACCT-2 CLP-1A-17, pp. 329-333. The Company appears to have confirmed that the vendor incurred five hours of travel for mobilization in lieu of the 11 hours reported on pp. 331 (i.e., duplicated on p. 332). Respond to the following:

a. Provide a reconciliation of the equipment hours billed within the Eversource Contractor Storm Mobilization & Demobilization reports (i.e., pp. 331-333) to the equipment hours billed within the billing calculation on p. 330.
b. Referring to EOE-246, subsections 'a' & 'b', identify the correct number of hours attributed to travel and standby.
c. Using the response to subsection 'b', identify the revised total amount of equipment that was billed during standby activities. As part of the response, please provide supporting calculations.

Response:

a. Please refer to EOE-408, Attachment 1 CONFIDENTIAL, for a spreadsheet that reflects a reconciliation of equipment hours billed on the Timesheets to the hours billed on the Invoice. Please note that on the Invoice billing calculations referenced on page 330, the equipment hours appear as a dollar value but are in fact hours.

b. The total hours of Travel = 16 hours. The total hours of Standby = 3 hours

c. The total amount of equipment that was billed during standby activities is as follows:

- Quantity 15-Pickup Trucks
- Quantity 4-Bucket Truck – Squirt Boom
- Quantity 3-Bucket Truck – 55 and greater

Please note that the reference to "Quantity 3 Car/Van/SUV" was included on all Timesheets but were not billed for on invoice.

Date Filed: November 12, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Education, Outreach, and Enforcement

Question:

(MS24A-VENDOR-LINE) Refer to Response to EOE-201 and Exhibit ACCT-2 CLP-1, and Confidential Exhibit ACCT-2 CLP-1A-8, pp. 27-125. Respond to the following:

a. Provide an unlocked Excel spreadsheet analyzing the total billable travel hours for each invoice and corresponding Eversource Contractor Storm Mobilization & Demobilization Time Report based on the billed travel time versus the estimated travel time, including the Company's 1.3 hour factor discussed in EOE-130. As part of the information, identify each timesheet's starting/ending locations and identify any required corrections (i.e., to include the example identified in EOE-201, subsection 'a'). To the extent that the billed travel hours exceed the estimated hours, provide any contemporaneous documentation that supports the initial evaluation and approval of the excess billed hours. Additionally, provide the estimated cost impact of the resulting from the evaluation.
b. Referring to EOE-201, subsection 'a', explain why it was acceptable for the vendor to deploy crews from Albany in lieu of Deep River. Additionally, provide documentation supporting the crew's actual starting location and explain why the erroneous information was not corrected prior to invoice approval.
c. Referring to EOE-201, subsection 'b', clarify why the Company identified that there would be a reimbursement "to the vendor" when the documentation appears to support an over-billing. Additionally, please provide the total monetary impact of the additional hour billed as originally requested.

Response:

a. Please refer to EOE-409, Attachment 1, for the requested analysis. The Company has generated the estimated travel times using the rule-of-thumb of 1.3 times the Google Maps time estimate. As would be expected, the actual travel hours billed vary from the estimated travel hours on each invoice due to a range of factors, including weather conditions, traffic delays and numerous other actions that consume time and are not factored into the estimate.

   The travel hour discrepancies were subject to discussion between the Emergency Restoration Support Group (ERSG) Manager and the Contractor after the storm via a conference call, at which time the ERSG Manger deemed the billed travel hours were necessary and reasonable. The decision by the ERSG Manager took into consideration that

the estimated travel times reflect normal conditions and the actual travel time would be longer due to the fact that the crews were traveling during the Storm peak.

b. The Company utilized Conexus as an aggregator contractor during the referenced storm event to supplement available restoration resources. Unlike contractors that primarily deploy their own employees and equipment from a single established location, aggregator contractors coordinate and secure crews from multiple subcontractors, which may be geographically dispersed throughout Connecticut and neighboring states.

The Company generally utilizes aggregator contractors after available local and regional resources have been committed or are insufficient to satisfy the anticipated restoration requirements. In this instance, Eversource requested approximately 70 crews from Conexus to address a significant resource shortfall and support the timely and safe restoration of electric service to its customers.

Conexus maintains a staging yard in Windsor Locks, Connecticut, where equipment is positioned to facilitate storm response activities. Conexus also maintains relationships with subcontractors located throughout Connecticut and the surrounding region. The subcontractor referenced in EOE-201[i](a) maintains its business location in Deep River, Connecticut. However, the location of a subcontractor's established business does not necessarily represent the physical location from which its crews are available to deploy during a particular storm event.

When engaging an aggregator for a substantial number of crews, the Company's initial hiring correspondence generally reflects the contractor's designated location or established point of origin for administrative purposes. At the time of the initial request, the aggregator may not yet have finalized the individual subcontractors and crews necessary to satisfy the Company's resource commitment. Following the Company's authorization, the aggregator is responsible for securing the committed resources, coordinating their deployment, and ensuring they satisfy the Company's storm response requirements.

Accordingly, the initial hiring correspondence identifying Deep River, Connecticut, did not necessarily establish that every crew furnished under the commitment would physically mobilize from that location. During the Company's post-event invoice review, the discrepancy was discussed with the responsible ERSG lead, who confirmed that the referenced crews had mobilized from Albany, New York, rather than Deep River, Connecticut. The Company accepted this clarification as part of its review of the invoiced mobilization charges.

Additionally, the eight hours identified as mobilization should not be interpreted exclusively as the time required to drive between the contractor's point of origin and

Windsor Locks. Mobilization of subcontracted restoration resources involves several preparatory and logistical activities necessary to ensure crews are available, properly equipped, and prepared to perform work safely within the Company's service territory. Depending upon the circumstances, these activities may include subcontractor coordination, equipment and vehicle preparation, required safety briefings, onboarding and review of Eversource-specific operating requirements, travel, meals and securing lodging.

These requirements are particularly relevant when mobilizing a substantial number of subcontracted crews during a widespread weather event, when lodging availability and the coordination of incoming resources may present additional logistical challenges.

The Company further recognizes that the timesheet classification of mobilization activities may not have distinguished between active travel and other preparatory or waiting periods associated with deployment. The Company considers the reasonableness of the total mobilization period in the context of the activities necessary to place the crews into service, rather than evaluating the duration solely against the estimated driving distance between the locations reflected in the initial hiring correspondence.

Although the initial documentation did not clearly distinguish the subcontractor's established business location from the crews' actual deployment location, the discrepancy was subsequently reviewed with the responsible ERSG lead. Based on that review and the operational circumstances associated with the deployment, the Company determined that the mobilization charges were reasonable and approved the invoice.

c. To clarify the Company's response to EOE-201(b), the reference to reimbursement "to the vendor" was intended to explain the Company's determination that the disputed amount was compensable under the circumstances reviewed, rather than to suggest that an additional payment or reimbursement was issued to the contractor.

During the invoice review process, the Company identified an apparent inconsistency between the time recorded on the referenced daily timesheets and the total hours invoiced. Specifically, the first of the four referenced timesheets reflects a start time of 6:00 a.m. and an end time of 8:00 a.m., while the remaining three timesheets reflect a start time of 6:00 a.m. and an end time of 12:00 p.m. The invoiced amount includes an additional hour beyond the six-hour period reflected on the latter three timesheets.

Upon further review and discussion with the contractor, the Company determined that the discrepancy arose from the manner in which the contractor documented the transition from restoration activities to demobilization. The contractor interpreted the ending time reflected on the daily timesheets as the conclusion of the crews' assigned restoration

activities, rather than the conclusion of all compensable activities associated with the deployment.

The Company's records indicate that the crews were officially released from the event at 1:16 p.m. Accordingly, the crews remained assigned to the Company's storm response beyond the 12:00 p.m. ending time recorded on the referenced timesheets.

The Company recognizes that the contractor's documentation did not clearly reconcile the recorded ending times with the total hours invoiced. However, the Company distinguishes between a discrepancy in the presentation of compensable time and an instance in which hours were billed without a corresponding operational basis.

The Company's review considered the official release time, the contractor's explanation, and the activities associated with concluding the crews' storm response assignment. Based on this information, the Company determined that there was a reasonable operational basis for the additional hour and accepted the invoiced amount.

The total monetary value associated with the additional hour billed is $8381.74. Although the Company is providing the monetary value of the hour in response to this request, this amount should not be interpreted as overbilling. Based on the Company's review of the circumstances surrounding the crews' demobilization, including the documented official release time of 1:16 p.m., the Company determined that the additional hour was reasonably billed and compensable. Although the timesheets could have better reflected the transition between restoration activities and demobilization, the discrepancy in documentation does not invalidate the compensability of the time billed. Accordingly, the Company considers the invoiced amount appropriate and has identified no resulting overbilling.

Prior Referenced Response:

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[i] EOE-201 Question:

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

a. Referring to pp. 27-38, as an example, explain why the vendor was permitted to bill for eight hours of mobilization and four hours of demobilization when the vendor was from in-state (i.e., mobilization from Deep River, CT to Windsor Locks, CT). As part of the response, provide emails or other correspondence contemporaneously obtained during the initial review to support the hours billed.
b. Referring to pp. 87-90, explain how the vendor was able to bill for seven hours when three of the four Eversource Contractor Storm Daily Time & Work Reports (timesheets) identified a start time of 6:00 a.m.

and an end time of 12 p.m. (i.e., total of six hours). To be clear, the demobilization timesheets (i.e., pp. 91-92) report travel starting at 12 p.m. and the fourth timesheet reports an end time of 8 a.m. As part of the response, identify the total monetary impact of the additional hour billed.

c. Comparing p. 62, with p. 63 (as an example), confirm that the vendor correctly did not bill for equipment costs during standby as outlined within the contract. If not confirmed, cite the contract provisions that allow for billing of equipment during standby.

d. Comparing pp. 66-68, with pp. 56-57 (as an example), explain why the vendor reported two hours of standby within the first timesheet (i.e., pp. 66-68) when they started their first assignment at 8:30 a.m. but the vendor did not record commensurate standby hours for the second timesheet (i.e., pp. 56-57). As part of the response, identify the total monetary impact of the equipment billed for each referenced invoice between the crews' start time (box 6) to the first assignment (box 24).

EOE-201 Response:

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

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

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

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

c. The vendor did not bill for equipment during standby, which was an error on their part. The contractor has the contractual right to bill for equipment during standby. The Company did not correct this error.

   Please see the Company's response to EOE-267i, for additional detail regarding billing for Equipment during Standby.

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

Date Filed: October 27, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Education, Outreach, and Enforcement

Question:

(MS24A-VENDOR-LINE) Refer to Response to EOE-205 and Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-9, pp. 182-226. Respond to the following:

a. Comparing EOE-205 Att.1 with Att.2, confirm that the vendor did not bill for equipment during standby. If confirmed, identify if this was another vendor billing error similar to the Company's response to EOE-201 or if there is a different rationale. If not confirmed, please discuss.
b. Referring to EOE-205, Att.1, confirm that the vendor's billing for 12 hours of standby "waiting for Lodging Information" without assignments resulted in an incremental cost of $91,689. If not confirmed, identify the increment impact and provide supporting calculations.
c. Referring to EOE-205, subsection 'd', the Company confirmed that "the contractor's timesheet did not fully conform to the Company's requirements" but didn't explain why the Eversource reviewer did not require the information to be completed prior to approval. Please respond.

Response:

a. In preparing this response, the Company confirmed that the contractor did not bill for equipment during standby hours, although this would have been an allowable charge. A review of the supporting documentation confirms that no charges were included on the invoice. Accordingly, the omission of equipment standby charges reflects an invoicing error by the contractor, resulting in the contractor billing fewer equipment hours than would have otherwise been permissible under the applicable contract terms.

b. Yes. The identified standby hours were associated with labor resources that were retained and available to respond to operational needs during the event. Based on the applicable labor rates and the hours identified as standby activity, the total cost attributable to these standby labor resources is **$91,689.00**. On January 5th Eversource Sent a hiring notice to the Contractor stating for them to arrive, "No later than January 9th no later than 1800 hrs. and ready to work by 0600 on the 10th of January." The Contractor, concerned of traveling in very poor weather conditions, arrived at 10am and was on standby till 10pm for a total of 12hrs of standby.

c. The invoice reviewer evaluated the information provided in the timesheet with the ERFC and determined that the timesheet contained sufficient detail to substantiate the work performed and justify approval of the invoice. With the ERFC's first hand knowledge, it was determined that there was sufficient evidence that the invoice could be approved.

Date Filed: October 26, 2026

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

Question:

(MS24A-VENDOR-TREE) Refer to Response to EOE-203 and Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-9, pp. 136-139. Respond to the following:

a. Referring to EOE-203 subsection 'a', provide the requested pre-authorization for use of the mini excavator. If documented pre-authorization does not exist, please confirm.
b. Referring to EOE-203 subsection 'a', specify if the vendor required the use of the mini excavator or if the device was solely available.
c. Referring to EOE-203 subsection 'b', clarify if the vendor would have been eligible for a meal stipend both in a situation where they did receive a Company-provided meal or in a situation where they could have received a Company provided meal, but chose not to.
d. Referring to EOE-203 subsection 'c', provided the additional records referenced to include the "dispatch information".

Response:

a. Referring to the Company's response to EOE-203[i], the Company authorized the use of these services through its storm restoration vendor as part of the overall restoration effort. Communication with vendors is primarily conducted by phone and coordinated in quick succession to have all resources staged at the onset of the event. Documented "pre-authorization" does not exist as the Office of Education, Outreach, and Enforcement is requesting.

b. The Company requested that the equipment be available for storm response efforts. If the Company does not secure the equipment, vendors may utilize this equipment for state, municipal, or private residential jobs and it would be unavailable when needed. There are blocked roads and other debris intensive events in nearly every storm even where mini excavators are extremely useful in clearing the debris quickly and efficiently. Please refer to the Company's response to EOE-203, part c, where the Company indicates that the Eversource Connecticut Emergency Restoration Tree Contractor Work Location reports may have been missed during the scanning process. The reports cannot be located immediately but may be supplemented as they are located.

c. The vendor would not be eligible for a per meal or per diem expense in a situation where "they could have received a Company provided meal but chose not to;" however, there are

many situations where a tree crew may be unable to receive a Company provided meal. Please refer to the Company's response to EOE-203, subpart b, where the Company describes when these situations may arise.

d. The Company Arborist receives tree crew requests through multiple avenues during storm response, including phone calls, texts, the Outage Management System ("OMS"), and discussions in the Emergency Operation Centers ("EOC") and Area Work Centers ("AWC"). The event location information and details would typically be recorded via handwritten notes and dispatched to the tree crews by phone. The handwritten notes are used to track tree crews during a storm restoration event and referenced during the timesheet approval process. The Arborist dispatch notes are no longer needed after the timesheets are approved, are not stored in centralized location, and cannot be provided as requested.

Prior Referenced Response:

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[i] EOE-203 Question:

(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-203 Response:

a. During storm response, mini excavators may be used to remove large trunk sections and other woody debris from roadways, when necessary. Mini excavators can improve restoration efficiency. Large-diameter trunk sections that would otherwise require significant time for ground crews to cut, move, and stage manually can often be shifted in minutes, allowing roads to be reopened faster and restoration resources to be deployed to additional outage locations.

   The Company authorized the use of these services through its storm restoration contractor as part of the overall restoration effort. Because the work was performed to facilitate blocked-road clearing and the safe restoration of electric service, the associated costs were appropriately incurred by the Company as storm remediation expense.

b. The vendor was staged at the area work center ("AWC") and would have appropriately had access to available food; however, meals at the AWC do not always cover all personnel present at the location. Tree crews may be actively working on event restoration activities when meals are provided at the AWC. The time required

to break down the tree crew's worksite and return to the AWC for a meal would not benefit customers or decrease restoration time when utilizing a meal per diem would be more efficient.

c. The Eversource Connecticut Emergency Restoration Tree Contractor Work Location reports may have been missed during the scanning process. The reports cannot be located immediately but may be supplemented as they are located. The Company Arborist reviewed and approved the vendor timesheet as a result of their direct supervision and knowledge of the tree crews working each shift during the restoration process. The Company verifies storm-related work using additional records, including timesheets, dispatch information, and field oversight, and therefore does not rely solely on the Eversource Connecticut Emergency Restoration Tree Contractor Work Location reports for validation purposes.

Date Filed: October 27, 2026

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

Question:

(MS24A-VENDOR-TREE) Refer to Response to EOE-232 and Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-16, pp. 135-151. Explain why the vendor was not required to submit details regarding their mobilization and demobilization. As part of the response, provide details on the vendor's travel and corresponding billing. Additionally, explain how the Eversource reviewer was able to contemporaneously assess the appropriateness of the billed travel hours.

Response:

Referring to the Company's response to EOE-232[i] and Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 (CLP-1A-16)(MS24A), at pages 135-151, the vendor would have been required to submit supporting documentation regarding the mobilization and demobilization during the review process; however, the supporting documentation may have been missed during the scanning process as the invoices were submitted for payment.

The vendor referred to in Confidential Exhibit ACCT-2 (CLP-1A-16)(MS24A), at pages 135-151, were non-local, Lucas Tree crews from South Carolina (pages 138, 146, 148, and 150) and North Carolina (140, 142, and 144). The North Carolina Lucas Tree crews mobilized from Washington, NC, to Guilford, CT, which is a 10.0-hour drive for a non-commercial vehicle under normal driving conditions. The South Carolina Lucas Tree crews mobilized from Gilbert, SC, to Guilford, CT, which is 12.5-hour drive for a non-commercial vehicle under normal driving conditions. Including muster time and stops for fuel, meal breaks, restroom breaks, and traffic, the billable hours for mobilization and demobilization were approved.

Prior Referenced Response:

[i] EOE-232 Question:

(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.

[i] EOE-232 Response:

a. Lucas Tree's electronic Eversource Connecticut Emergency Restoration Tree Contractor Work Location sheet is an electronic form developed and maintained by the contractor. The system contains required fields that must be completed before an entry can be submitted. As a result, when crews are performing storm-related work that is not associated with a specific ticket or work location, they cannot leave those fields blank. In these cases, crews may enter "Vine" as a placeholder value to satisfy the system's data-entry requirements. "Vine" does not represent a specific work location or activity; rather, it is an administrative entry used when crews are engaged in storm-related work but are not responding to a particular ticket. The Company verifies storm-related work using additional records, including timesheets, dispatch information, and field oversight, and therefore does not rely solely on the placeholder entry for validation purposes.

b. New Rd is the location of the Madison Area Work Center (AWC). It signifies the tree crew was on shift and located at the work center. "Nt-Nt" is a default blank field for pole numbers. If there are no pole numbers recorded, the system prints "Nt-Nt".

c. The tree crew's work hours are not broken down by event locations so this time cannot be separated out.

d. The tree crews referred to in Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-16 on pages 135-151 were non-local tree crews from South Carolina (pages 138, 146, 148, and 150) and North Carolina (140, 142, and 144). The tree crews were mobilizing and travelling from South Carolina and North Carolina to Connecticut on January 7-8, 2024.

e. Contractor tree crews receive meals or meal per diems during active storm response per contract agreements. Lucas Tree's contract for non-local tree crews includes a per diem of $25 per meal per day (up to 3 meals per day). The $75 per diem charged is appropriate per the contract provisions.

Date Filed: October 27, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Education, Outreach, and Enforcement

Question:

(MS24A-VENDOR-LINE; WIRE GUARDS) Refer to Response to EOE-236 and Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-16, pp. 214-225. Specific to subsection 'd', provide the requested "documentation to support the specific efforts performed by the Company to obtain local wire down guard crews in lieu of those throughout the northeast." If documentation (i.e., emails) does not exist, explain why.

Response:

Eversource first contacts local wire guard resources, including contractors already working on-system prior to the storm event. Eversource reaches out directly to these resources to determine availability and secure staffing for storm wire guard assignments.

If local and on-system resources are exhausted or are unavailable to meet operational needs, the Company then secures additional wire guard resources based on established Tiered contractor rankings. Additional vendors are then engaged using the Company's tiered contractor selection approach, with rankings established through the competitive RFP process and overall vendor evaluation. Resources are secured based on the next best available qualified vendor in accordance with those established rankings.

The Company does not maintain documentation that tracks efforts to obtain local wire guard crews versus crews located outside the service territory. Resource availability is typically confirmed through real-time storm response coordination, including direct phone calls.

Date Filed: October 26, 2026

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

Question:

(MS24A-VENDOR-TREE) Refer to Response to EOE-225, and Exhibit ACCT-2 CLP-1, and Confidential Exhibits CLP-1A 13, through CLP-1A-14. Referring to EOE-225, subsection 'c', the Company cited its response to EOE-130, for a broad explanation of situations that could impact travel time. Please provide the specific documentation (i.e., emails) available to the Eversource reviewer contemporaneously with their initial review to support billing of 12 hours for both mobilization and demobilization. If documentation (i.e., emails) does not exist, explain why.

Response:

This question conveys a lack of clarity on the components of mobilization and demobilization. The associated travel time (and the factors addressed in the Company's response to EOE-130[i]) are just some components of the mobilization and demobilization process. However, mobilization and demobilization also includes "muster time." Muster time is a term that refers to a range of activities such as crew preparation, pre-trip safety briefings, DOT pre-trip and post-trip inspections and numerous other tasks that go with a lineworker's craft of infrastructure work.

Regarding the invoices referenced in Confidential Exhibits ACCT-2(CLP-1A 13)(MS24A), through ACCT-2 (CLP-1A-14)(MS24A), Lewis Tree Service's external tree crew contract specifically includes language that allows for up to four hours of billing per crew member for muster time in addition to the travel time. Please refer to OCC-044, Attachment 2, at page 3226, for an example of the language included under "MANPOWER CHARGE SCHEDULE." Considering muster time and stops for fuel, meal breaks, restroom breaks and traffic, the Company determined that the billable hours for mobilization and demobilization were reasonable and appropriate for approval.

Prior Referenced Response:

[i] EOE-130 Question:

(VENDOR TRAVEL) Explain the Company's travel review process for external vendors to include any assumptions for determining whether mobilization/demobilization travel time would be considered reasonable (i.e. in relation to Google/MapQuest estimates), how estimates would be increased by escalation factors, whether the review process differs for different vendors or types of vendors, and whether the Company has performed a study supporting that policy. Additionally, identify if the Company has changed its position outlined within its supplemental response to OCC-041, from Docket No. 25-12-13.

EOE-130 Response:

The Company applies the formula described below to determine whether line and vegetation crews can mobilize, travel and arrive on a timeline to assist productively in restoration. The Company uses a formula to calculate daily travel time capability of a line crew traveling at 60 mph for 10 hours (maximum drive time), or approximately 600 miles per day. Based on the expected duration of the restoration, the Company will procure crews factoring in this travel time when validating invoices. The Company looks at the location of mobilization, the 600 miles per day and any external factors that may come into play to determine what is a reasonable travel time when reviewing and approving invoices. Application of the above formula combined with the overall projected impact of the weather event (i.e. duration of restoration, number of potentially impacted states, availability of local or regional resources) enables the Company to determine, on an event by event basis, what travel time is reasonable. Due to size, refueling and possible weather/traffic delays, actual daily mileage of a bucket truck may differ from 600 miles per day. Google Maps is a useful reference point for determining travel time. However, the accuracy and reliability of Google Maps data is subject to qualification in its terms of use, and therefore it should not be relied upon as the exclusive measure of reasonable travel time. In Docket No. 25-12-13, the Company responded to OCC-041 and associated attachments provided here for reference as EOE130, Attachment 1. Page 2, of OCC-041-SP01, Attachment 1 (which is page 4 of 24 of EOE-130 Attachment 1), is the Google Maps End User Additional Terms of Service ("Google Maps T&Cs"), and states that: "When you use Google Maps map data, traffic, directions, and other content, you may find that actual conditions differ from the map results and content, so exercise your independent judgment and use Google Maps at your own risk." The Google Maps T&Cs further provide that end users of Google Maps must accept the Google Terms of Service, which is attached hereto as OCC-041-SP01, Attachment 2 (which is page 5 of 24, of EOE-130, Attachment 1). Page 13, of OCC-041-SP01, Attachment 2 (which is page 17 of 24, of EOE-130, Attachment 1), presents the following warranty disclaimer:

> TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE PROVIDE OUR SERVICES "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FOR EXAMPLE, WE DON'T MAKE ANY WARRANTIES ABOUT THE CONTENT OR FEATURES OF THE SERVICES, INCLUDING THEIR ACCURACY, RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. DON'T RELY ON THE SERVICES FOR MEDICAL, LEGAL, FINANCIAL, OR OTHER PROFESSIONAL ADVICE. ANY CONTENT REGARDING THOSE TOPICS IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR ADVICE FROM A QUALIFIED PROFESSIONAL.

As the Company has explained in its response to several discovery responses in Docket Nos. 24- 03-30, and 25-12-13, all provided here for ease of reference as EOE-130, Attachment 2 (see, e.g., OCC-031; EOE-501; EOE-517; EOE-536; and EOE-0590), Google Maps and its underlying algorithms do not incorporate vehicle sizes and dimensions, the safe operating speed of contractor vehicles traveling in a convoy, fuel capacity/efficiency, activities that do not include actual driving, such as refueling, safety rest breaks, and meal breaks, and/or different commercial vehicle types (e.g., pick-up trucks, various sized bucket trucks, including diesel models, lifters, pole trailers, diggers/derricks, etc.) in travel time calculations. Each of these factors can affect the actual time it takes for a contractor to arrive at the contractor's designated location in the Company's service territory and, therefore, are appropriate for consideration in the cost validation process. Accordingly, the Company uses the estimated time calculated by Google Maps for car travel as a data point and multiplies that figure by a factor of 1.3 hours to compute a reasonable benchmark for actual travel time. The Company applies the 1.3 hours factor to account for, among other things, the slower speed of fully loaded line trucks that travel as a convoy and make more frequent stops than a conventional sedan vehicle. The Company further evaluates the reasonableness of travel time based on its experience and professional judgment on an

event-by-event basis. These additional layers of analysis are necessary because Google Maps does not account for factors and variables that are known to impact travel time. Thus, Google Maps cannot, and should not, be relied upon as the sole measure of travel time.

Date Filed: October 26, 2026

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

Question:

(MS24A-VENDOR-TREE) Refer to Responses to EOE-227, and EOE-228, Exhibit ACCT-2 CLP-1, and Confidential Exhibit ACCT-2 CLP-1A-15, pp. 53-54 and 58-59. The Company confirmed that the post storm remediation was not documented through OMS and that "[t]he Eversource Arborist would not have approved the timesheet if they did not direct the crew to use…." Respond to the following:

a. Referring to EOE-227/EOE-228, subsection 'c', explain why all tree related damage is not input within the Company's Outage Management System (OMS) for post-storm remediation.
b. Referring to EOE-227, subsection 'd', provide documentation of the Eversource Arborist "direction" and explain why the Disk Chipper and Chip Truck were specifically necessary for MS24A storm remediation purposes. Additionally, provide the requested "incremental amount associated with this equipment."
c. Referring to EOE-228, subsection 'd', provide the requested "documentation to support the Company's pre-authorization of the additional chainsaw charges and specifically identify the incremental amount associated with this equipment."

Response:

a. The Company's Vegetation Management personnel only utilize the Outage Management System ("OMS") while activated in their respective storm-response roles and do not operate within OMS while conducting and organizing post-storm patrols or while overseeing post-storm remediation tree work. In 2024, the Company Arborists would have conducted and organized post-storm patrols with physical maps. Vegetation Management has since transitioned to an Environmental Systems Research institute ("ESRI") Geographic Information System ("GIS")-based post-storm patrol process in 2026.

b. The signature on the invoice is the documentation that the Company Arborist directed the vendor to utilize the chip truck and disk chipper. The Company Arborists are working in highly dynamic situations involving the physical identification and remediation of storm damage in order to avoid customer outages caused by continuing vegetation impacts. The "tree-by-tree" work of the Company Arborists help to contain isolated outages by eliminating damaged vegetation on a proactive, intensive basis. By necessity, the Company Arborists are delegated to push post-storm vegetation work out to contractors

via written lists, emails, texts or phone calls and work to address issues in an efficient manner.

Reviewing the associated work locations, the Company Arborist may have approved the use of the chipper and chip truck on January 8-9, 2024, and January 11-12, 2024, due to the roadside topography of the properties, limited drop zone areas available, and roadside snow load at the time of mitigation. This would have required storm debris to be placed in the roadway, resulting in a public safety hazard, or introduced risk to the tree crew's safety.

The total incremental amount associated with the disk chipper and chip truck is $1,010.52. Please note that these charges are itemized directly on the invoice. Please refer to Exhibit ACCT-2 (CLP-1A-15)(MS24A), at page 53.

c. Please refer to the response to EOE-231[i], (emphasis added): It is an established practice for contractor tree crews to bill for larger chainsaws during storm restoration activities. The use of larger-bar chainsaws when removing large-diameter trees improves operational efficiency and enhances worker safety by allowing the work to be performed quicker and with less risk to the operator. The chainsaws billed on the referenced invoices are larger than the standard chainsaws provided on each bucket truck, consistent with the applicable contract provisions. Because tree crews cannot determine the size and removal requirements of a tree until they arrive at the work location, requiring a separate trip to obtain a larger chainsaw could delay restoration efforts and result in additional travel costs.

Pre-authorization for utilizing a larger chainsaw during storm-response activities is not required as it is an established practice. Requiring pre-authorization would hinder storm restoration activities as the tree crew would not know that a larger chainsaw was needed until they arrived at the outage location and evaluated the situation. If a larger chainsaw was required, the tree crew would need to leave the outage event, drive to a centralized location where chainsaws would be stored, select and inspect the chainsaw, and drive back to the outage event before the tree crew was able to start their job briefing and perform the associated tree work. Pre-authorization to utilize larger chainsaws would not be operationally efficient or beneficial to our customers.

The total incremental amount associated with the larger chainsaws is $80.91. Please note that these charges are itemized directly on the invoice. Please refer to Exhibit ACCT-2 (CLP-1A-15)(MS24A), at page 58.

Prior Referenced Response:

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[i]EOE-231 Question:

(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-231 Response:

It is an established practice for contractor tree crews to bill for larger chainsaws during storm restoration activities. The use of larger-bar chainsaws when removing large-diameter trees improves operational efficiency and enhances worker safety by allowing the work to be performed quicker and with less risk to the operator. The chainsaws billed on the referenced invoices are larger than the standard chainsaws provided on each bucket truck, consistent with the applicable contract provisions. Because tree crews cannot determine the size and removal requirements of a tree until they arrive at the work location, requiring a separate trip to obtain a larger chainsaw could delay restoration efforts and result in additional travel costs. Accordingly, billing for a larger chainsaw is permitted for the entire shift when utilized, as that equipment resource is dedicated to the assigned crew and is therefore unavailable for use on other work during that period. The associated chainsaw charges were reviewed and approved by the Eversource Arborist through the timesheet approval process, confirming that use of the equipment was appropriate for the work performed.

Date Filed: October 27, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Education, Outreach, and Enforcement

Question:

(MS24A-VENDOR-LINE) Refer to Response to EOE-239, Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-17, pp. 100-151. Respond to the following:

a. Provide a redacted version of the referenced documentation.
b. Referring to subsection 'a' and 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).
c. Referring to subsection 'a' and pp. 118-121 and pp. 134-136, explain how the "number of tickets and the various locations and the various locations that these crews had to travel to and from" would support the hours billed. As part of the response, please provide copies of OMS tickets or other documentation and demonstrate how this information verifies the accuracy of the hours billed for each vendor employee.
d. Referring to subsection 'b', and p. 150-151, clarify the Company's response where the Company referenced "4 hours of travel" for the referenced example but the documentation depicts 6.5 hours. Does the increased number of hours billed for mobilization change the Company's position?

Response:

a. Please refer to the Redacted Bulk Material filed on September 1, 2026 as Supplement for New Applications to locate the redacted Exhibit CLP-STORM-ACCT-2(CLP-1A-17)(MS24A).

b. Boxes 24 and 25 should have been filled out. However, the reviewer was able to independently verify the reported start time of 6:00 a.m. from the documentation submitted and confirm the reported end time of 12:30 p.m. through Eversource's original response to EOE-239[i], subpart (a). Because the Timesheets contained sufficient information and evidence to validate the hours worked, the reviewer determined that the omission of Boxes 24 and 25 did not deprive the Company of information necessary to substantiate the claimed work time and the Company therefore approved the invoice.

c. Please refer to EOE-416, Attachment 1 for the events that were covered by Midcon during the MS24A event. These crews covered events inside the Norwalk Area Work Center

ranging well within the times that their timesheet specified. The crews did not complete their final work assignment until 1:09pm on 1/10/2024. After cleaning up the work site, this lines up with their time sheet end time.

d. Please refer to EOE-239-RV01[ii]. There was an error in the Company's response and 4 hours should have been typed as 6.5 hours.

Prior Referenced Responses:

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[i] EOE-239 Question:

(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-239 Response:

a. The Company confirmed that this crew arrived onsite for their first shift on 01/10/2024 at 6:00am. These crews traveled from Windsor, CT to their first location, which was to Norwalk, CT confirming that the stated travel time of 2 hours was well within the approved travel time. There was no standby time submitted on these timesheets. Based on the number of tickets and the various locations that these crews had to travel to and from, the 6.5 hours of working time would be appropriate and was therefore approved.

b. The Mobilization timesheets from Beacon Fall, CT to Windsor, CT were submitted at 4 hours of travel. This travel did occur during rush hour traffic and it was communicated via the Mobilization timesheet that they

encountered trouble locating hotels to accommodate the large contingent and then drove to East Granby, CT to be on standby. Based on these conditions and the time of day, the number of travel hours was not considered excessive and was therefore approved.

c. The Demobilization timesheets were from Hartford, CT to Beacon Falls, CT which would allow for an acceptable travel time of 1.5 hours. Communication was received during the Demobilization travel that these crews encountered a major traffic accident during the travel home and therefore the 4 hours of travel were approved.

d. Please refer to EOE-239, Attachment 1, for requested travel breakdown. There were no additional discussions with the Contractor regarding travel during the invoice review process. All hours were considered acceptable and were therefore approved.

Please note that the travel mileage was not captured for timesheets under the working tab because crews traveled between multiple work locations during their shifts. Although mileage was not separately tracked within the timesheet, the invoice review process included an assessment of the work locations to validate the travel incurred. Based on that review, the travel charges were found to be consistent with the locations where the work was performed. Included in the referenced attachment are the job locations and the total number of work assignments.

[ii] EOE-239-RV01 Question:

(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-239-RV01 Response:

There was an error in the number of hours typed (4 hours vs. 6.5) in the original response to EOE-239 part b. The response should have stated the following:

The Mobilization timesheets from Beacon Fall, CT to Windsor, CT were submitted at 6.5 hours of travel. This travel did occur during rush hour traffic and it was communicated via the Mobilization timesheet that they encountered trouble locating hotels to accommodate the large contingent and then drove to East Granby, CT to be on standby. Based on these conditions and the time of day, the number of travel hours was not considered excessive and was therefore approved.

Date Filed: October 27, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Education, Outreach, and Enforcement

Question:

(MS24A-VENDOR-LINE) Refer to Response to EOE243, Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-17, pp. 238-301. Referring to subsection 'd', the Company's response deduced that there was a clerical error with the hours reported on pp. 274-275 but asserted that there was no duplicate billing. The Company also referenced its review of the "State Resource Acquisition's Report and confirmed that this crew did arrive on site at 6PM." Provide the referenced report that was contemporaneously available to the invoice reviewer and explain how this report can be relied upon in lieu of the signed Eversource Contractor Storm Mobilization & Demobilization Time Report. As part of the response, identify the incremental impact of the two hours billed.

Response:

In reference to the Company's response to EOE-243, Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-17, pages 238-301, specifically subsection (d), Eversource's review confirmed that the discrepancy identified on pages 274-275 was the result of a clerical error in the reported hours and that no duplicate billing occurred.

The response further referenced the reviewing team's use of the "State Resource Acquisition Report" to confirm that the crew arrived on site at 6:00 p.m. The reviewer and drafting team cited this document in error. The "State Resource Acquisition Report" is not a formal report; rather, it is an interactive spreadsheet utilized by multiple groups as a communication and coordination tool during storm response operations.

The information reviewed in connection with the invoice dispute was the portion of the interactive spreadsheet that mirrors the resource information maintained in Arcos. Arcos contains the official resource management records and confirms the crew's arrival time of 6:00 p.m. As previously stated, members of the State Resource Acquisition team are responsible for communicating with crews regarding arrival times, crew status, and other operational details. That information, together with hiring and deployment details, is used by Eversource personnel to populate and maintain the Arcos records.

Accordingly, the Arcos records served as the source data relied upon during the invoice review and approval process. Because the data reflected in the interactive spreadsheet is derived from

and consistent with the Arcos records, the arrival time documented in Arcos was appropriately relied upon to validate the invoice. Therefore, the Arcos records provided a reliable basis for invoice review and approval, notwithstanding the absence of a signed Eversource Contractor Storm Mobilization & Demobilization Time Report.

Date Filed: October 27, 2026

Witness: Brendan J. O'Brien, Garrett J. Murray, Leanne M. Landry and Jeffrey D. Turano
Request from: Office of Education, Outreach, and Enforcement

Question:

(EMERGENCY RESPONSE SPECIALIST) Refer to Response to OCC-829. Respond to the following:

a. Identify the average Emergency Response Specialist staffing levels for each year 2021-present.
b. Provide an unlocked Excel spreadsheet detailing the following information for both each year 2021-2025:
   i. Number of Emergency Response Specialists
   ii. Average Base Pay
   iii. Average Annual Overtime Pay
   iv. Average Annual Premiums
   v. Average Overhead or Other Costs
   vi. Fully Loaded Labor Costs
   vii. Hourly Equivalent Rate

Response:

a. Please refer to the table below for the average Response Specialist staffing levels by year.

CT Response Specialists Average Staffing Levels by Year

Year	Avg. Staffing
2021	123
2022	121
2023	125
2024	125
2025	125
2026	124

b. Please refer to EOE-418 Attachment 1. Please note that this data includes both non-storm and storm pay. The hourly equivalent rates are an average rate for the year as rates get updated on

June 1 of each year per the union contract. There are no hourly equivalent rates included for premiums because the corresponding hours are included with base pay. Also, pursuant to the collective bargaining agreement, Response Specialists are entitled to overtime as part of their normal schedules, averaging out to approximately two hours of overtime each week. Response Specialists are the highest skill workforce resource that the Company has and the Company relies on these resources heavily under both normal operating conditions and storm response.