Date Filed: November 16, 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:

(MS24F-VENDOR-LINE) Refer to Response to EOE-273. The Company provided the Asplundh Construction Corp. contractual Exhibit B Pricing Schedule that was inadvertently omitted. Respond to the following:

a. Referring to Att.1 Redacted, provide documentation demonstrating the timing and approval of the pricing schedule for the vendor. Additionally, identify the specific date for which the pricing schedule 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 accounted 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 Exhibit B Pricing Schedule for the agreement referenced above was included as part of the original agreement exhibits and incorporated into the agreement upon its execution on May 27, 2021. The contract was previously provided in OCC-044, Attachment 2, beginning at page 41. In addition, at page 29 of OCC-044, Attachment 2, is the agreement's exhibit index, which identifies all exhibits and supporting documents incorporated into the agreement. The executed signature page appears at page 146, and upon execution, all referenced exhibits became part of the binding agreement.

   In addition, the Procurement organization retains the ability to modify and update agreement templates as needed to address business, operational, regulatory, or project-specific requirements. Such modifications may include, but are not limited to, the addition of exhibits, schedules, and attachments; revisions to contract provisions; updates to dates, terms, and references; and other administrative or substantive changes deemed appropriate to support the Company's procurement objectives and contractual needs.

b. As discussed in the response to EOE-401[i], these costs were not accounted for separately. Please refer to that response for additional context regarding the rationale and considerations underlying this approach.

Prior Referenced Response

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[i] EOE-401 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.

[i] EOE-401 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.