Date Filed: October 14, 2026

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

Question:

(MS24F-VENDOR-LINE) Refer to Exhibit ACCT-2 CLP-6, and Confidential Exhibit ACCT-2 CLP-6A-4, pp. 88-107. The Company reported six incremental charges in the combined amount of $1,121,268 for the Conexus Energy Group LLC vendor. The Company provided invoices for five of the six charges but failed to provide signed Eversource Contractor Storm Daily Time & Work Reports or Eversource Contractor Storm Mobilization & Demobilization Time reports (collectively timesheets). Respond to the following:

a. Provide the omitted signed timesheets for the charges included in Rows 154-158. If the documents cannot be provided, explain how the Company validated the accuracy of the billed activity.
b. Referring to pp. 98-99 (i.e., supporting Row 159), explain why the vendor was permitted to bill for lodging when they were mobilized out of Beacon Falls, CT. As part of the response, identify if the lodging expense was due to contractual obligations and specify if the vendor was lodged at a hotel. If lodged at a hotel, identify the location.
c. Referring to pp. 100-102, explain why the vendor was permitted to bill for 2 hours of travel time between Beacon Falls, CT and Milford, CT, a distance of approximately 20 miles.
d. Referring to pp. 103-107, the timesheets provided identify the first assignment dispatch time of 8:34, approximately 2.5 hours after the vendor's start time (i.e., box 6). Explain why the vendor did not record activity as standby until the initial assignment. As part of response, please identify the incremental impact of the vendor's billing of equipment for 2.5 hours.

Response:

Referring to Exhibit ACCT-2 CLP-6, Outside Contractors- Vendors, Lines 154-159, vendor Conexus Energy Group LLC, invoices totaling the amount of $1,121,268.

a. Please refer to the following attachments for timesheets supporting charges for lines 154-158:
    - EOE-286, Attachment 1, for timesheets for invoice 24153, line 154.
    - EOE-286, Attachment 2, for timesheets for invoice 24153, line 155.

- EOE-286, Attachment 3, for timesheets for invoice 240155, line 156.
- EOE-286, Attachment 4, for timesheets for invoice 240152, line 157.
- EOE-286, Attachment 5, for timesheets for invoice 240151, line 158.

b. As documented in EOE-286, Attachment 6, crews were mobilized from Connecticut, New Jersey, and Massachusetts and directed by Eversource to arrive by 2200 hours on April 3 and self-lodge in preparation for a 06:00 start time. Beacon Falls, CT is the contractor's laydown yard, not the crews' originating locations. The contractor self-lodged in Milford, CT, as reflected on the timesheet (box 16, Ending Location). Lodging was necessary to ensure resources were positioned and available for restoration activities and billed at the agreed-upon $85 per-person per diem rate.

c. The two hours of reported travel should not be interpreted solely as travel between Beacon Falls and Milford, CT. As documented in Confidential EOE-286, Attachment 6, crews were mobilized from locations throughout Connecticut, New Jersey, and Massachusetts. Although initially secured to support Massachusetts, Eversource redirected these resources to Connecticut prior to mobilization due to greater storm impacts. The reported travel time reflects mobilization related travel associated with positioning these resources, while Milford, CT represents the lodging location recorded at the conclusion of the workday.

d. The contractor's 06:00 start time reflects when crews were activated and required to be prepared and available for restoration activities. Although the initial field assignment was dispatched at 08:34, the crews were not on standby as defined under the applicable contract. During this period, crews were actively engaged in restoration preparation, including equipment and material readiness, safety coordination, and deployment related activities. The absence of an immediate field assignment does not constitute standby when crews are performing compensable restoration related activities. Accordingly, the working rate was applicable to both labor and equipment, and there was no incremental equipment overbilling associated with the approximately 2.5-hour period.