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

a. Referring to pp. 256-260, pp. 268-271, pp. 279-283, pp. 291-294, and pp. 300-304, explain if the Eversource Contractor Storm Daily Time & Work Reports were fully completed as required by the Eversource Contractor Storm Daily Time & Work Report Procedure provided at EOE-022, Att.5. If not fully completed, explain why the Eversource reviewer did not require the information to be completed prior to approval.
b. Referring to OCC-044, Att. 2 (Confidential), p. 1449-1491, confirm that the vendor's Exhibit A Pricing Schedule contains the Company's standard provisions, including "Standby Rates apply to labor resources only" (i.e., p. 1456). If not confirmed, cite the revised Exhibit A Pricing Schedule that was executed (signed) for 2024 and 2025 that revised the standard provisions.
c. Referring to pp. 256-260, pp. 268-271, pp. 279-283, pp. 291-294, and pp. 300-304, explain how the Eversource reviewer was able to determine that the billed activity related to Work (i.e., box 12) in lieu of standby time (i.e., box 11) given the lack of any work details in boxes 20-25 (i.e., pp. 256-260) or the lack of start times in box 24 (i.e., pp. 268-271, pp. 279-283, pp. 291-294, and pp. 300-304).
d. Provide the billed equipment costs applicable for January 10, 2024, as derived from the six invoices resulting from pp. 256-260, pp. 268-271, pp. 279-283, pp. 291-294, and pp. 300-304. As part of the response, please identify the amount per invoice.

Response:

Please refer to Exhibit ACCT-2 (CLP-1)(MS24A), Outside Line Contractors, at Lines 250-254, Elecnor Energy Services LLC, for five incremental charges in the total amount of $787,502.

a. The ESS contractor crews were directed to begin their work shift on January 10, 2024, at 6:00am. As the storm did not materialize as predicted, the Company began releasing contractor crews, with the ESS crews among the first released at 10:30am. There are no notes in Block 23 as the crews received no assignments prior to being released.

b. Yes. Eversource confirms that the vendor's Exhibit A Pricing Schedule contains the Company's standard provisions, including the provision that "Standby Rates apply to labor resources only," as referenced in OCC-044, Attachment 2 (Confidential), p. 1456.

The Company notes that the term "standby" may also appear on a contractor's timesheet as a description of the activity or status of a resource during a particular period. For example, a contractor may use "standby" to describe time between assigned tickets, time prior to receiving a ticket, or time following completion of a ticket while awaiting further direction from the Company.

The use of the term "standby" on a timesheet does not, by itself, indicate that the contractor is entitled to bill that time at the contractual standby rate. In many such instances, the contractor's crews have already mobilized to an assigned on-set or staging allocation; are fully prepared and available to perform work; and are awaiting further assignment or other direction from Eversource. This time may therefore be compensable at the applicable working rate depending on the circumstances, notwithstanding the crew's use of the word "standby" as a descriptive notation on their timesheet.

c. Contractually when a contractor is told to be on shift and ready for work, they are on "Work Time," per contract regardless of when the work assignment is first made. In this case, the ESS contractor crews were told to be ready at 6:00am on January 10, 2024, and were on "Work Time," accordingly.

d. The billed equipment costs applicable to January 10, 2024, as derived from the five invoices are as follows:

Ex. ACCT-2 CLP-1	**Invoice**	**Billed Equipment Costs 1/10**
Line 250	10298	$10,770.08
Line 251	10299	$8,953.36
Line 252	10300	$12,288.14
Line 253	10304	$14,881.05
Line 254	10306	$14,098.56

These costs were billed in accordance with contractual provisions.