Date Filed: October 06, 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-6, pp. 202-211. The Company reported an incremental charge of $100,209 for the Harlan Electric Construction vendor. Respond to the following:

a. Provide a brief description of the timing of events for this vendor and reconcile those activities with the documentation provided. As part of the description, explain how the vendor would have incurred four hours of billing from 6AM to 10AM on April 3, 2024 (to "Pick up Eversource Buckets" as referenced on pp. 204-207) and then resumed billing on April 4, 2024, at 6AM with no Travel or hotel costs. Additionally, explain why the vendor finished its last assignment at 3:30PM on April 4, 2024, but was permitted to continue billing until 10:00PM.
b. Referring to pp. 204-207, explain why the vendor was permitted to bill each employee for four hours on April 3, 2024, to "Pick up Eversource Buckets." As part of the response, identify where the vendor was mobilized from.
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. 2286, includes a List of Exhibits at p. 2292, which references the Pricing Schedule as Exhibit B, which EOE was unable to locate in the Company's response. If it was not provided, please provide.
d. Referring to pp. 208-211, 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 that was charged for equipment during standby.

Response:

a. These crews were Transmission to Distribution conversions. The time is accounted for to transition by dropping and securing Transmission equipment and transitioning into Distribution crews. The time allotted to pick up buckets is to complete the Transmission to Distribution transition and the logistics to arrive at the yard. The vendor completed their last assignment at 3:30PM on April 4th and during that time, they were contractually considered "Working" for the remainder of the day. The crews completed their last ticket at 3:30PM and awaited further tickets until they were ultimately released at 10PM.

b. Please refer to the Company's response to subpart (a). The crews mobilized from Southington, CT.

c. The applicable contractual Pricing Schedule was not included in the Company's response to OCC-044, Attachment 2 CONFIDENTIAL. The Pricing Schedule has now been provided as EOE-300, Attachment 1 CONFIDENTIAL.

d. The contractor appropriately charged for equipment on this invoice. 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 circumstances, the contractor's resources have already mobilized to an assigned on-set or staging location, are fully prepared and available to perform work, and are awaiting further direction or assignment from Eversource. Such time may therefore be compensable at the applicable working rate depending on the circumstances, notwithstanding the contractor's use of "standby" as a descriptive notation on its timesheet.

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

Prior Referenced Response:

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[i] EOE-267 Question

(LINE CREWS) For each storm in the Company's recovery request, identify the total amount of equipment that was billed by line crew vendors during standby activities. Please provide the information in an unlocked excel spreadsheet allocating each cost to a specific vendor by storm event.

EOE-267 Response:

There is no contractual, operational or other prohibition that bars the payment of equipment rates during standby time and these costs are not tracked separately from a vendor's crew time for invoicing purposes. Information regarding equipment charges is contained within the underlying vendor invoices and supporting documentation submitted as part of the Company's filing.

The Company has consistently explained that, in the years 2018 through 2023, the Company's contractual terms provided that *standby rates were charged only to labor rates, not to equipment*. This policy followed from the fact that, when vendor crews commit to perform work for the Company, their equipment is dedicated for the duration of the engagement, preventing the use of that equipment somewhere else. This commitment of vendor equipment extends beyond working hours, as vendors must remain ready and available so long as they are committed to the Company's restoration effort. This policy also reflects the fact that labor rates vary depending on the demands and associated risk placed on the field crews for their performance (i.e., standby rates are lower than work rates), where vendor equipment is tied up regardless of the work status of the vendor's crews.

Specifically, the contract language "Standby Rates apply to labor resources only" was applied so that there was no separate standby rate for equipment and equipment was, instead, billed at the same rate regardless of the crew's work status (e.g. travel, standby, or work time). The Company's policy acknowledged that it was paying for exclusive access to the vendor's equipment throughout the event, compensating vendors for their lost opportunity cost. Not paying for equipment during standby would discourage vendors from committing their resources to the Company in storms with competitive procurement of crews among regional utilities.

In January 2022, Eversource Energy received the final report of an independent assessment of the "Eversource ERP Capability," prepared by Accenture LLC. This assessment was undertaken by Eversource Energy as part of a regulatory compliance initiative beginning in September 2021. In this assessment, Accenture made several recommendations regarding the Eversource Energy ERP organization, including a recommendation to expand the emergency-management organization and capabilities by creating an executive role to oversee the enterprise emergency-management program with greater visibility and decision-making authority within the overall organization. Specifically, Accenture recommended establishing regionally based directors to oversee the implementation of program initiatives and manage state-specific relationships; expanded oversight and governance coordination of risk mitigation and resiliency initiatives; and additional training and exercise design personnel.

Over the next two years, Eversource Energy implemented the Accenture recommendations, expanding and formalizing the emergency-management organization with a new vice president role and several new director roles to improve overall emergency-response preparedness and associated business processes. As part of this organizational initiative, Eversource Energy formalized the role of Director of Emergency Preparedness Logistics and Resource Acquisition in late 2023, vesting this role with responsibility for contract services relating to emergency management. This change placed control of vendor contracts in the hands of the team directly responsible for resource acquisition in emergency events.

Following this organizational change, the emergency-management team launched a supplier cost-optimization review to identify opportunities for greater cost control in the tough environment of competitive procurement of contract resources. Working together, the Company's contracts and procurement teams identified the discounting or elimination of equipment charges during standby time as one of several strategies that could help to contain storm restoration costs. The Company began to shift its policy on standby rates for equipment starting in late 2023, working with vendors throughout 2024 to negotiate changes to the former payment policy. This shift in policy applied in various forms to invoices for work performed during 2023, that were reviewed, approved and paid during 2024, as the Company worked to get vendors to accept a change in the policy.

The roll-out of the new policy resulted in significant vendor push-back. Through these interactions, it became clear that it was not possible to eliminate payments for equipment without hindering the Company's ability to secure necessary crews -- with several vendors simply increasing the equipment charge applicable during crew work time to cover the gap. In 2025, following months of negotiations with vendors and a review of industry practices, the Company adopted *a standard policy of paying vendors 50 percent of the standard Base Rate for equipment during standby*. The full Base Rate for equipment still applies during travel and work time. This policy strikes a reasonable balance between fairly compensating vendors for lost opportunity costs—ensuring access to skilled, experienced vendors—and containing costs. The Company's current Master Services Agreement reflects this updated policy.