Date Filed: October 06, 2026

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

Question:

(MS24F-VENDOR-FUEL) Refer to Exhibit ACCT-2 CLP-6 and Confidential Exhibit ACCT-2 CLP-6A-4, p. 215. The Company reported an incremental charge of $37,930 for the East River Energy vendor. Respond to the following:

a. Explain why the consolidated invoice does not agree with the amount requested for recovery. Specifically, the invoice identifies a charge of $36,687 (p.215) versus the requested amount of $37,930.

b. Cite the applicable contract and pricing schedule, inclusive of the billed hourly labor charge.

c. Provide documentation to support the of the per gallon charge for diesel fuel, including any industry standards. Furthermore, cite to the applicable contract provision which permits the vendor to charge for diesel at that cost. If the contract has not yet been provided, please provide.

d. Provide the relevant signed timesheets or other documents supporting the validity of the hours billed. If timesheets were not obtained, explain how the Company was able to validate the validity of the hours charged.

e. The Invoice included a reference to "Detailed spreadsheet provided". Please provide the referenced spreadsheet.

Response:

Referring to Exhibit ACCT-2 CLP-6 and Confidential Exhibit ACCT-2 CLP-6A-4, p. 215,

a. The difference between the invoice amount of $36,687 and the requested amount of $37,930 is tax calculated by the Company's Accounts Payable system. This was calculated in error and $1,243 will be removed from the filing.

b. Please refer to EOE-290, Attachment 1 CONFIDENTIAL, for the contract and pricing schedule with East River Energy, inclusive of the per gallon charge for diesel fuel. The contract also includes the following provision "all Emergency Response Work shall be

performed by Contractor on a time and equipment/material price basis pursuant to the portal to portal hourly billing rates agreed to between Owner and Contractor."

c. Please refer to the pricing schedule included in EOE-290, Attachment 1 CONFIDENTIAL, for the provision permitting the vendor to charge diesel at the cost shown in the invoice.

d. Please refer to EOE-290, Attachment 2 CONFIDENTIAL, for additional support for the labor hours worked. The invoice was reviewed and approved by the Company personnel overseeing the vendor and is also approved through the appropriate levels of the Company's Delegation of Authority policy.

e. Please refer to EOE-290, Attachment 2 CONFIDENTIAL.