Date Filed: September 25, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin, Leanne M. Landry, Craig Dikeman and Matthew J. Correia
Request from: Office of Consumer Counsel

Question:

(Storm MN25K – Line Crew) The following pertains to the responses provided as part of OCC-412 and the respective invoice #250011 v1 for Conexus Energy Group LLC.

a. Considering the response provided in subpart (a) of OCC-412, explain how the time allocated to safety briefing, onboarding, and meal is considered travel and not considered standby time and cite to all specific applicable contractual provisions.

b. Considering the response provided in subpart (f) of OCC-412, please cite to applicable contract provisions and explain why the crew's time being retained until the end of their shift without any scheduled work is considered work time instead of standby time. If the definition of this work is documented within the vendor contract provided in OCC-044, provide reference.

Response:

a. In this instance these hours were billed at Working Rates, not Travel/Standby Response Rates, however, the contractor provided the Mobilization Time sheet, not the Working Time sheet, which was an administrative error.

The applicable Travel/Mobilization and Standby activities are compensated under a combined Travel/Standby Time Rate, such that the applicable rate for travel and standby periods is the same. This is reflected in OCC-044, Attachment 2 CONFIDENTIAL, p. 884.

Please refer to OCC-044, Attachment 2 CONFIDENTIAL, p. 881, which defines Travel/Mobilization as the time Contractor crews leave the Contractor's point of origin (staging area) and arrive at the Company's designated location, including processing at a Company receiving center, if required. The provision further addresses mobilization to a restoration event and circumstances in which crews are requested to stand by at the Contractor's base or hotel, providing that travel hours are paid at the Travel/Standby Time Rate applicable to the job classification in Schedule A.

The Company considers Standby Time to be the period during which crews have been requested to remain available for deployment but have not yet been activated and assigned work. The company recognizes that this is not explicitly defined in the governing contract, but

past practice has been for crews who are completing safety briefings or general onboarding prior to any work being assigned would be on Standby Time, however, if emergency response work has been assigned or the crews have been otherwise activated these activities would be classified as Working Time.

b. The crews were retained through the end of their scheduled shift because the Company determined that maintaining the crews' availability was necessary given the circumstances of the emergency restoration event.

   Please refer to OCC-044, Attachment 2 CONFIDENTIAL, p. 877, Section 8-Schedule, which provides that Emergency Response Work shall begin as specified in each Emergency Response Work Release and shall end when the Company releases the Contractor from restoration work through the Owner's Representative.

   In this instance, the Company did not release the crews from the Emergency Response Work prior to the end of their scheduled shift. The crews therefore remained engaged and available to perform restoration work until they were released by the Company. Accordingly, the time was treated as Work Time rather than Standby Time. The decision to retain the crews reflected the Company's operational determination during the emergency event that their continued availability was warranted.