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

Question:

(Storm MN25K – Invoice) Refer to Exhibit ACCT-2 (CLP-13A-17) (MN25K). The following pertains to invoice #EV022725R (p.186-199):

a. Per invoice, the work date period is from 2/17/2024 to 2/19/2024, however, MN25K occurred in February of 2025, and the work performed by the crew was from 2/17/2025 to 2/19/2025. Confirm the work period for this invoice. If the work period was for 2024, why was the invoice considered as part of MN25K?
b. Per inspection of the invoice and comparison to the vendor contract provided as part of OCC-044 Attachment 2 CONFIDENTIAL, p. 5080-5103, the invoice recorded cost per unit based on the 2024 rates within the contract (5089-5098) instead of the 2025 rates within the contract (p. 5100-5103). If the work in this invoice was associated with a 2025 storm, explain why this vendor charged the 2024 rates on this invoice for the work performed on MN25K instead of the 2025 rates that were listed as part of the contract and why those rates were accepted.

Response:

a. The vendor has confirmed that the work period dates of February 17, 2024, through February 19, 2024, were incorrectly stated due to a clerical error. The Company maintains an internal invoice review process that validates the accuracy of vendor-submitted documentation. As part of this process, service dates reflected on timesheets and other supporting records are reviewed and compared against Company records. Additionally, the Company's ERSG team confirms that the services were requested, authorized, and performed during the applicable period. This review serves as an internal control to verify the accuracy of service dates and to support the validity and reasonableness of costs charged to the Company.

b. This is confirmed. The vendor used its 2024 contract rates for the work performed on MN25K because the Company and the vendor were in the process of finalizing a new storm services contract through an RFP. During this interim period, the vendor agreed to hold its 2024 rates until the new storm contract was finalized and became effective on June 1, 2025.

   The vendor contract provided in OCC-044, Attachment 2 CONFIDENTIAL, pp. 5080-5103, was executed in February 2024, with pricing locked in for one year from the contract

execution date. Accordingly, there was not a significant gap between the expiration of the initial one-year pricing period and the period for which the vendor agreed to continue honoring its 2024 rates while the RFP and new contract were being finalized.

Therefore, although the work associated with the invoice occurred during the 2025 storm season, the vendor charged the 2024 rates pursuant to the vendor's agreement to hold those rates during the transition to the new storm contract. The Company accepted the invoice using the 2024 rates because those were the rates the vendor had agreed to maintain during this interim period, pending the effective date of the new contract on June 1, 2025.