EXHIBIT C
PRICING SCHEDULE

Unless otherwise agreed to in writing by Owner, all Emergency Response Work shall be performed on a time and equipment price basis (such rates, the "Emergency Response Work Rates").

Definitions. For purposes of this Pricing Schedule, the following capitalized terms shall have the following definitions:

"Contractor's Staging Areas" are temporary designated locations established by Contractor which may be used to issue materials, meals, equipment parking/storage, wet fueling, lodging, safety briefings and work assignments as needed.

"District of Service Center" refers to the initial reporting location for registration and safety briefings where Owner and Contractor staff work to support maintenance and restoration activities. This is an Owner designated location.

"Emergency Preparedness" or **"EP"** is the organization within Owner responsible for management, communication and coordination efforts needed for system restoration during emergencies.

"Emergency Response Work" refers to Scope of Work ("SOW") attached as Exhibit D to the Cover Agreement.

"Emergency Response Equipment Rates" are the agreed rates payable for Equipment from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding when the Contractor Resources are on rest time prior to the termination of such Emergency Response Work, also excluded are standby rates. Equipment Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement. Owner may at its discretion, request insurance coverage documentation. If Owner provides any fuel to Contractor, Contractor shall reimburse Owner for such fuel costs and at Owner's option, Owner may either invoice Contractor for such fuel costs or the cost of such fuel may be deducted from Contractor's invoice amount for Emergency Response Work. If fuel is supplied by Owner, Contractor shall note equipment identification number, crew number and quantity of fuel received on time sheet for the day/week.

"Emergency Response Labor Rates" are the agreed rates payable from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding rest and standby rate times during Emergency Response Work. Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement. Labor rates are detailed within the attached Schedule A.

"Emergency Response Work Release" (also known as **"Ticket"**) means each release for Emergency Response Work pursuant to an oral communication (i.e., by telephone or in person) or written (i.e., by email or other documentation, in whatever form) issued and/or approved by Owner for Emergency Response Work, in each case under the Purchase Order, and in the form and on such terms determined by Owner in good faith. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Release shall constitute Contractor's acceptance of all of the provisions of the applicable Release.

"On Call - Standby Rates" (Home/Hotel) are paid at Standby Rate per hour for personnel; and 50% of Equipment Rates. Standby Rates are set forth in the attached Schedule A. Contractor shall be directed in the ERSG hiring email when standby hours are in effect. Standby Rates are only in effect when approved by ERSG.

"Owner's Staging Areas" are temporary designated locations established throughout Owner's service territory which may be used to issue materials, meals, equipment parking/storage, wet fueling, lodging, safety briefings and work assignments as needed.

"Qualified Overhead Crew" includes (i) Crew Rate "A" defined as two (2) qualified line workers and one bucket truck, and (ii) Crew Rate "B" defined as one (1) qualified line worker and one apprentice. Digger Crew is defined as one (1) qualified line worker and equivalent of equipment operator or higher.

"Qualified Labor Classifications" includes General Foreman, Foreman, Lead Lineman, Lineman, 7th Step Apprentice, 6th Step Apprentice, 5th Step Apprentice, 4th Step Apprentice, 3rd Step Apprentice, 2nd Step Apprentice, 1st Step Apprentice, Equipment Operator/Field Mech A, Driver Groundman, Field Mechanic B, Field Mechanic C, Groundman – experienced, and Groundman - 1st Step, each qualified to provide the Services requested by Owner.

"Receiving Center" refers to the initial Owner-designated reporting location for registration and safety briefings.

"Ready to Work" is the time designated on the ERSG hiring email that Contractor Resources are required to be able to immediately respond to an Emergency Response Work Release. Resources shall be paid in accordance with hiring email status Rates in Schedule A. Upon receipt of an Emergency Response Work Release, Contractor agrees to furnish all supervision, labor, equipment, and specified materials necessary to perform Emergency Response Work for Owner's location(s), as more fully described in the Emergency Response Work Release. To authorize Work, Owner shall issue an Emergency Response Work Release in written (including electronic) form. The Emergency Response Work Release shall include scope of Work for the specific project; address of the Work; specific deliverables of the Work; additional specifications and drawings for the Work (if required); and any special instructions for the Work.

"Travel (Mob/De-Mob) Rate" are the rates applicable for travel time expended by Contractor Resources located outside of Owner's service territory in which Emergency Response Work is to be performed, calculated based upon the following:

"Fixed Mob/DeMob Rate" Contractor provides a standalone fixed Mob/Demob rate. This is an all-inclusive cost per crew which includes airfare, meals, transportation, and applicable lodging to travel to the location designated by the Contractor where equipment is stored.

Mobilization to **District of Service Center** paid under **Travel (Mob/De-Mob) Response Rate** at a reasonable time necessary to travel the distance from the Contractor Resources deployment location to the Site or onboarding site designated by Owner, as applicable.

Mobilization and Demobilization shall be calculated based on Contractor's home location recorded through the resource form **Emergency Response Contractor Profile Form** (attached as Exhibit E.) and/or recorded in the ERSG resource tool.

Mobilization and Demobilization are calculated based on 1.3X the estimated travel time in Google Maps.

Contractors requiring border crossing shall be provided an additional two (2) hours of Mob/Demob time and captured within their Mob/Demob documentation. All border crossing logistics and timing must be communicated through and documented within all ERSG hiring emails.

1 Subject to the provisions of Section 3 (Rate Changes) of this Pricing Schedule, Contractor shall be compensated for Emergency Response Work performed in compliance with the Agreement in accordance with the Contractor Billing Rates attached hereto as Schedule A.

2 Reimbursable Expenses: Unless otherwise agreed to in writing by Owner, all of Contractor's reimbursable expenses that are accounted for during mobilization and demobilization are at Travel Per Diem rates and Equipment rates as set forth per Schedule A. Owner requires all rooms to be double occupancy unless otherwise agreed in writing by Owner for the specific event. Tolls with appropriate back up receipts shall be paid as a pass through. The Contractor is not allowed to add markup for any expenses. In no event shall Owner reimburse Contractor for any expenses relating to tobacco products, alcohol, laundry, personal hygiene products or other non-Emergency Response Work-related personal expenses.

3 Rate Changes: The Contractor Billing Rates set forth in Schedule A shall be in effect for a minimum period of one year and shall not be subject to change until after the end date of the effective billing rates, as set forth in Schedule A, and as the same may be amended from time to time by mutual written agreement of the parties ("Effective Rate End Date"). If and when Contractor proposes to modify its then-applicable billing rates for the period subsequent to the Effective Rate End Date, Contractor shall provide Owner with proposed updated rates to be used for the period set forth in such proposal (which may not be for duration of less than one year). Such proposed revised billing rates shall be added to and incorporated into the Agreement only upon written approval by Owner. Any dispute regarding proposed rate adjustments shall be resolved in accordance with the dispute resolution process set forth in Exhibit A of the Cover Agreement. In the event that Contractor does not make adjustments to its rates applicable to Emergency Response Work after the applicable Effective Rate End Date, then the last Emergency Response Work Rates on file with Owner shall be used by Owner to compensate Contractor for Emergency Response Work performed after such Effective Rate End Date. No changes to the billing rates for Emergency Response Work shall be effective unless and until approved by Owner in writing and formally incorporated into the Agreement by Owner.

4 Travel/Mobilization: Travel/Mobilization shall be defined as the time Contractor crews leave the Contractor's point of origin (e.g., home office, hotel, or staging area) and arrive at the Owner's designated location, including processing at Receiving Center if required.

Mobilization:
When Crews travel to a restoration event and are requested to stand-by at Contractor's base or hotel, travel hours are paid the Travel /Standby Time Rate as outlined for the job classification in Schedule A. Owner shall provide specific instructions through the ERSG hiring emails when Standby Time shall be utilized. Equipment Rates paid at 50% of rates in Schedule A. Work time shall be clearly defined in the ERSG hiring emails. This shall include any update hiring emails from ERSG.

Mobilization to an activated restoration event with the execution of immediate work being conducted shall be paid at the Emergency Response Working Rate in Schedule A. Equipment rate applies.

Travel/Mobilization includes time for refueling, bathroom and food breaks and tolls. Contractor shall submit estimated time of arrival at Owner using the Eversource – External Crew Roster (Exhibit E-1 of the Cover Agreement). Billing hours shall not exceed 10% of the original estimated time submitted to Owner without an updated Eversource – External Crew Roster. Any adjustments to original estimates shall require phone and written approval by the authorized agent of the Owner, and a revised Eversource – External Crew Roster shall be required. Estimates shall be approved by Owner.

Time is of the essence; however, Contractor is responsible for crew safety. Contractor shall notify Owner if they are unable to meet the estimated arrival time, for what reason, and if a new arrival time can be accepted.

Demobilization:

An official release shall be issued by Owner, exclusively. Demobilization includes notification of release by authorized Owner representative, debriefing by Owner field representative, unloading of materials and return to Contractor point of origin or release to other utility if requested. Prior to the authorized Owner representative formally releasing the Contractor, the Contractor shall provide an estimate of Demobilization to the Owner Resource Management Representative.

Travel Rates shall apply after demobilization.

"Travel Pre / Post (Mob/De-Mob) Rate" Rate by Contractor Resources for the two (2) hours after District of Services center or hotel arrival and prior to departure from Owner's property. This time shall be utilized for all Safety briefings, Meals, and hotel room assignments. The two (2) hours following Mobilization shall begin immediately before the "Arrive No Later Than Time" on the ERSG Hiring email. The two (2) hours following De-Mobilization shall begin immediately following the official release time on the ERSG release email and shall include safety training/site or storm specific trainings or briefings and hotel assignments.

"Travel Time Rates for Equipment" are the rates payable for all Equipment for the period when Contractor Resources associated with such Equipment are being compensated at the Travel Time Rates for Labor, and includes all transit costs associated with the delivery of such Equipment for the performance of Emergency Response Work, and return to the location from which the Equipment was deployed.

"Working Time" are the hours worked in an ERP event where any Crews within the state of operation are being issued active Emergency Response Work Releases or transitioning to additional Emergency Response Work Releases and have not received Demobilization instructions and/or an ERSG Demobilization email. Time starts at designated "Ready to Work at Time" unless otherwise directed in the ERSG hiring email(s) or ERSG. The time ends at date/time Demobilization is stated in the ERSG demobilization email. Working Time applies to all hours including Sundays and Holidays when requested to Work by the Owner Representative for the affected event. Crews cannot be subject to rates under **Travel (Mob/De-Mob) Response Rate, Travel Post / Pre (Mob/De-Mob) Rate, Standby Rates.**

Support Resources Permitted to support crew resources:

Qualified Overhead Crew is defined as (i) Crew Rate "A" defined as two (2) qualified line workers and one bucket truck, and (ii) Crew Rate "B" defined as one (1) qualified line worker and one apprentice. Digger Crew is defined as one (1) qualified line worker and equivalent of equipment operator or higher.

Contractor may invoice for one (1) Digger Derrick per five (5) Qualified Overhead Crews (that cannot operate independently), unless otherwise requested on ERSG Hiring Email.

General Foreman, Safety Professionals and Mechanics are only billable subject to conditions specified in Support Resource Schedules below. Each resource below qualifies for one pickup truck or mechanic truck.

Billings for General Foreman shall detail each crew number applicable to the General Foreman. The billing shall also identify the unit number of the applicable vehicle used by the General Foreman.

General Foreman	
# of Crews	# of General Foreman
30 or less	1
31-60	2
61-90	3
91-120	4
121-150	5
151-180	6

1 Pickup per permitted General Foreman

Billings for Safety Professionals shall detail each crew number applicable to the Safety Professional. The billing shall also identify the unit number of the applicable vehicle used by the Safety Professional.

Safety Professionals	
# of Crews	# of Safety Professionals
10 or less	1
11-60	2
61-100	3
101-140	4
141-180	5
151-180	6

1 Pickup per permitted Safety Professional

Billings for Mechanics shall detail each crew number applicable to the Mechanic. The billing shall also identify the unit number of the applicable vehicle used by the Mechanic.

Mechanics	
# of Crews	# of Mechanics
15 or less	1
16-30	2
31-45	3
46-60	4
61-75	5
76-90	6

1 Pickup per permitted Safety Professional

In the instance of Aggregators, the billed resource (General Foreman, Safety Professional or Mechanic) "counts" that support the billings must be associated with resources from the same company. No cross-resource allocations shall be accepted from multiple companies.