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February 12, 2024

Mark D. Marini, Secretary
Department of Public Utilities
One South Station
Boston, MA 02110

Re: Petition of Eversource Gas Company of Massachusetts d/b/a Eversource Energy for Approval of a Gas Supply Agreement with Constellation LNG, LLC, pursuant to G.L. c. 164, § 94A, D.P.U. 24-26

Dear Secretary Marini:

Enclosed herewith is the petition of Eversource Company of Massachusetts d/b/a Eversource Energy (“EGMA” or the “Company”) requesting approval by the Department of Public Utilities (the “Department”) of a gas supply contract between EGMA and Constellation LNG, LLC (“Constellation”) (the “Proposed Agreement”) pursuant to G.L. c. 164, Section 94A, along with a \$100.00 filing fee. In support of the Petition, the Company is enclosing:

- (1) Pre-Filed Testimony of Eric B. Soderman, Director, Gas Supply, for Eversource Energy Service Company, Exhibit EGMA-EBS-1 [CONFIDENTIAL]; and
- (2) Proposed Agreement, Exhibit EGMA-EBS-2 CONFIDENTIAL.

As demonstrated in the enclosed testimony and exhibits, the Proposed Agreement (1) is consistent with the portfolio objectives established in the Company’s most recently approved long-range resource and requirements plan; (2) compares favorably to the range of alternatives reasonably available to the Company and its customers; and (3) is consistent with the Global Warming Solutions Act. The Proposed Agreement should therefore be approved by the Department.

Under terms of the Proposed Agreement, the Company must obtain the approval of the Department by May 1, 2024. Constellation has requested that the Department complete its review of contracts for supply from the Everett Marine Terminal by May 1, 2024 to assure ongoing commercial operation of the facility after expiration of the Mystic Cost of Service Agreement with ISO-New England on May 31, 2024. Currently, Constellation does not have contracts that would support its continued operation post-Cost of Service. Constellation has represented to EGMA that, without approval of this Agreement and others referenced therein, Constellation will retire the Everett Marine Terminal.

To that end, the Company proposes the following schedule to facilitate Department approval by May 1, 2024:

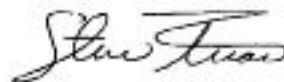
Procedural Milestone	EMT Contracts Proposed Date	Interval in Calendar Days
Filing Date	2/12/24	
Public Hearing	3/1/24	+18 days
Intervenor Testimony Due	3/11/24	+30 days (from filing)
Deadline for Discovery	3/13/24	+2 days
All discovery due	3/20/24	+7 days
Request for Evidentiary Hearing	3/22/24	+2 days
Evidentiary Hearing	3/25-3/27	+3 days
Initial Briefs	4/10/24	+14 days
Reply Briefs	4/17/25	+7 days
Final Decision Issued	5/1/24	+14 days

To facilitate this schedule, NSTAR Gas will commit to responding to discovery within seven days, on a best-efforts basis.

The Company's filing also includes a Motion for Protective Treatment because the Company's filing includes confidential, competitive pricing information and contract terms. Confidential versions of the referenced exhibits and petition are being provided to the Department, and also to the Office of the Attorney General pursuant to a Non-Disclosure Agreement.

Thank you for your attention to this matter.

Sincerely,



Steven Frias

Enclosures

cc: Matthew Saunders, Esq. Office of the Attorney General
Elizabeth Anderson, Esq., Office of the Attorney General
Robert Hoaglund, Esq., Department of Energy Resources
Alycia Goody, Esq., Acting General Counsel, Department of Public Utilities
Scott Seigal, Hearing Officer, Department of Public Utilities
George Yiankos, Director, Gas Division, Department of Public Utilities

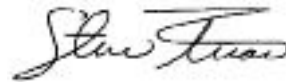
COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF PUBLIC UTILITIES

_____))
Petition of Eversource Gas Company of)
Massachusetts d/b/a Eversource Energy for)
Approval of Gas Supply Agreement with) D.P.U. 24-26
Constellation LNG, LLC, pursuant to G.L. c.)
164, § 94A)
_____))
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APPEARANCE OF COUNSEL

In the above-referenced proceeding, we, the undersigned, hereby appear for and on behalf of Eversource Gas Company of Massachusetts d/b/a Eversource Energy.



Steven Frias, Esq.
Keegan Werlin LLP
99 High Street, Suite 2900
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(617) 951-1400

Dated: February 12, 2024

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES**

Petition of Eversource Gas Company of)
Massachusetts d/b/a Eversource Energy for)
Approval of Gas Supply Agreement with) D.P.U. 24-26
Constellation LNG, LLC, pursuant to G.L. c.)
164, § 94A)

**MOTION FOR PROTECTIVE TREATMENT OF CONFIDENTIAL
INFORMATION**

I. INTRODUCTION

Eversource Gas Company of Massachusetts d/b/a Eversource Energy (“EGMA” or the “Company”) hereby requests that the Department of Public Utilities (“Department”) protect from public disclosure certain confidential, competitively sensitive, and proprietary information submitted in this proceeding in accordance with G.L. c. 25, § 5D and 220 C.M.R. § 1.04(5)(e). Specifically, the Company requests that the Department protect from public disclosure certain information contained in Exhibits EGMA-EBS-1[CONFIDENTIAL], and EGMA-EBS-2 [CONFIDENTIAL] (together the “Confidential Documents”). As discussed below, the information for which the Company seeks protective treatment is proprietary and competitively sensitive, and public disclosure of this information could provide an advantage to other parties in negotiations with the Company’s vendors and jeopardize the ability of the Company to ensure that customers are being served by the lowest cost option.

II. BACKGROUND

On February 12, 2024, EGMA filed its petition seeking approval of its acquisition of a gas supply agreement pursuant to G. L. c. 164, § 94A. The Confidential Documents included in this filing contain confidential, proprietary, and competitively sensitive information. A copy of the executed agreement between EGMA and Constellation LNG, LLC (provided as Exhibit EGMA-EBS-2 [CONFIDENTIAL]) include pricing and other negotiated terms and conditions for which EGMA requests protection from public disclosure. The same terms are included in the pre-filed testimony of Eric B. Soderman, labeled as Exhibit EGMA-EBS-1 [CONFIDENTIAL]. EGMA has filed redacted copies deleting references to the confidential information for the public record and has also filed with the Department confidential versions of the referenced exhibits, which are marked “Confidential.”

III. STANDARD OF REVIEW

The Department is authorized to protect from public disclosure “trade secrets, confidential, competitively sensitive or other proprietary information provided in the course of proceedings.” G.L. c. 25, § 5D. Three requirements must be met in order for the Department to grant protective treatment. First, the information must be “trade secrets, confidential, competitively sensitive or other proprietary information.” G.L. c. 25, § 5D. Second, a need for nondisclosure is necessary to overcome the presumption that the information is public. Berkshire Gas Company, D.T.E. 01-41, at 17 (2001); Western Massachusetts Electric Company, D.T.E. 99-56, at 4 (1999). In assessing the need for nondisclosure, the Department will consider the interests at stake, the likely harm that would result from public disclosure of information, and the public policy implications of such disclosure. See, e.g., Berkshire Gas Company, D.P.U. 93-187/188/ 189/190 at 20-23 (1994); Boston Gas Company, D.P.U. 92-259, at 106 (1993), Essex

County Gas Company, D.P.U. 96-105, at 2-3 (1996). Third, if confidential treatment is necessary, the Department will then protect only so much of the information as is necessary to meet the need for nondisclosure and may limit the length of time that such protection is in effect. D.T.E. 01-41, at 17-18; D.T.E. 99-56, at 4; D.P.U. 93-187/188/189/190, at 20.

IV. ARGUMENT

The Company seeks to protect from public disclosure certain price and other negotiated terms contained in the Confidential Documents that constitute proprietary, competitively sensitive business information that the Company and the parties to the agreements consider and treat as confidential. Disclosure of this information could provide an advantage to other parties in negotiations with the Company's vendors and thus jeopardize the ability of the Company to ensure that customers are being served by the lowest cost option.

First, the price and other negotiated terms included in the Confidential Documents are the product of negotiations between EGMA and a vendor. If the Department were to require the disclosure of the competitively sensitive price and other negotiated terms, EGMA could lose a competitive advantage in future negotiations with potential contract partners, particularly in obtaining price terms that are most favorable for the Company's customers.

Second, a decision to disclose prices and other negotiated terms in this proceeding would put potential vendors on notice that such information could be disclosed to other customers who may be seeking similar services from the vendor. As a result, such a decision would have a chilling effect on the Company's ability to attract contract partners, who may fear that proprietary pricing information will be released to other existing or prospective customers. That, in turn, would adversely affect the Company's ability to secure attractive pricing for the benefit of its customers. Indeed, a lack of confidentiality may discourage pipeline service providers or gas suppliers from making concessions or agreeing to favorable provisions because public

knowledge of such terms could impact their bargaining leverage in other negotiations. Further, the disclosure of pricing and other competitively sensitive negotiated terms may dissuade providers of natural gas transportation services as well as wholesale gas suppliers, who must protect their competitive positions in a national market, from marketing their services or supplies in Massachusetts. In short, pricing and other negotiated terms must remain confidential to preserve the Company's negotiating leverage and its ability to function effectively in the natural gas marketplace while procuring supplies for its customers.

The Department has consistently accorded protective treatment to similar types of proprietary information, in recognition that the release of pricing information and other contract terms could negatively affect the Company's bargaining position and ability to offer service at the lowest cost. See, e.g., Bay State Gas Company d/b/a Columbia Gas of Massachusetts, D.P.U. 17-172, Stamp Grant of Motion for Protective Treatment (August 29, 2019); id., Stamp Grant of Motion for Protective Treatment (January 9, 2020). For the reasons set forth above, the disclosure of this confidential information would be detrimental to the public interest.

Consistent with Department precedent, the Company seeks to protect the Confidential Documents from public disclosure for the term of the Agreement plus a period of at least three years from the termination of the Agreement, or expiration of the agreement, whichever comes first, subject to further protection upon a showing that continued confidential treatment is warranted and appropriate or until such time as this information is released elsewhere for public disclosure. See id.; see also National Grid, D.P.U. 09-32, Hearing Officer Ruling at 6 (April 16, 2010); Colonial Gas Company d/b/a National Grid, D.P.U. 16-GC-07, Letter Order at 2 (2016) (where the Department granted protective treatment for a period covering the term of the agreement plus a subsequent three-year period). To the best of the Company's knowledge, the pricing and other

sensitive information in the Confidential Documents are not otherwise available in the public domain.

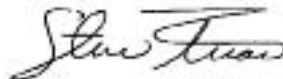
V. CONCLUSION

As set forth herein, the redacted pricing, other negotiated terms and conditions, contained in the Confidential Documents constitute confidential, competitively sensitive, or proprietary information that should be protected from public disclosure. The disclosure of such information would be detrimental to the public interest, because it would jeopardize the Company's ability to negotiate successfully with potential providers of natural gas transportation or gas supplies in the future and to ensure that the Company's customers are being served at the lowest cost. Accordingly, the Confidential Documents should be protected from public disclosure pursuant to G.L. c. 25, § 5D for the term of the Agreement plus a period of at least three years from the termination of the Agreement, or expiration of the agreement, whichever comes first, subject to further protection upon a showing that continued confidential treatment is warranted and appropriate.

WHEREFORE, for the reasons stated above, the Company respectfully requests that the Department grant its motion for protective treatment as described herein.

Respectfully Submitted,

**EVERSOURCE GAS COMPANY OF
MASSACHUSETTS d/b/a EVERSOURCE
ENERGY**



Steven Frias, Esq.
Keegan Werlin LLP
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(617) 951-1400

Dated: February 12, 2024

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES**

Petition of Eversource Gas Company of)
Massachusetts d/b/a Eversource Energy for)
Approval of a Gas Supply Agreement with) D.P.U. 24-26
Constellation LNG, LLC pursuant to G.L. c.)
164, § 94A)

**PETITION FOR APPROVAL OF GAS SUPPLY AGREEMENT WITH
CONSTELLATION LNG, LLC**

Eversource Gas Company of Massachusetts d/b/a Eversource Energy (“EGMA” or the “Company”) hereby petitions the Department of Public Utilities (“Department”) for approval pursuant to G. L. c. 164, §94A of a contractual agreement with Constellation LNG, LLC (“CLNG”) (the “Proposed Agreement”). This contract has a term in excess of one year and is therefore subject to the Department’s jurisdiction pursuant to G. L. c. 164, § 94A.

In support of its request for approval, EGMA states as follows:

1. EGMA is a local gas distribution company that provides retail natural gas distribution service to over 333,000 residential, commercial, and industrial customers in three divisions located in Springfield, Brockton and Lawrence, Massachusetts. EGMA is subject to the jurisdiction of the Department pursuant to G. L. c. 164. The Company requests the Department’s approval of the Proposed Agreement with Constellation LNG, LLC in order to obtain necessary gas supplies for the Company’s customers.

2. Constellation LNG, LLC is a Delaware limited liability company and a natural gas supplier involved in the importation of LNG through its LNG Facility located in Everett, Massachusetts (the “Everett LNG Facility”).
3. The Proposed Agreement will provide a seasonal city gate peaking service of up to 19,600 Dth per day with a seasonal quantity of 882,000 Dth deliverable to the Company’s Algonquin Attleboro and/or Taunton city gates and into the Tennessee Gas Pipeline receipt location at the Everett LNG Facility during each winter season from June 1, 2024 through March 31, 2030.
4. The Proposed Agreement will replace 19,600 Dth/day of the 33,000 Dth/day of supplies the Company has contracted for on the G-Lateral over the past several years, which was previously approved by the Department in Eversource Gas Company of Massachusetts, D.P.U. 21-09 (2021).
5. The Proposed Agreement is necessary to address a reliability risk arising due to operational changes recently instituted by Algonquin. In 2019, Algonquin notified customers that, beginning with the 2019-20 winter season, it would change its historical nomination confirmation practices. These changes included plans to limit secondary firm nominations and to issue hourly and point-specific operational flow orders (“OFO”).
6. The Proposed Agreement is needed to continue safe and reliable supply to the distribution system. Changes made by Algonquin have eliminated the Company’s ability to nominate supplies to the Taunton and Attleboro city gates via a virtual nomination process utilizing secondary “out of path”

capacity (i.e., firm transportation capacity that has primary firm delivery entitlements at Company's city gates located at points not served by Algonquin's G-System).

7. Without gas supplies from Everett Marine Terminal, inadequate gas supplies to serve customers on the G-system could occur during a design winter. If there are inadequate gas supplies to serve customers on the G-system during a design winter, the costs associated with a gas outage would far outweigh the costs of the Proposed Agreement. If the Company experienced a supply shortfall, firm gas service to the region would be disrupted.
8. Accompanying this Petition, the Company's filing includes the testimony and supporting exhibits of Eric B. Soderman, Director, Gas Supply, for Eversource Energy Service Company. As explained in Exhibit EGMA-EBS-1 [CONFIDENTIAL], the direct testimony of Mr. Soderman, the Proposed Agreement is consistent with the portfolio objectives established in the Company's most recently approved Forecast and Supply Plan in Eversource Gas Company of Massachusetts, D.P.U. 21-118 (2022) ("2021 F&SP"), and compare favorably with the range of alternatives reasonably available to the Company for its customers with respect to both price and non-price factors.
9. The Company has not identified any viable alternatives to the Proposed Agreement.

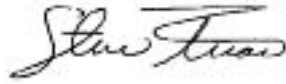
10. Specifically, as set forth in Exhibit EGMA-EBS-1 [CONFIDENTIAL], the Company investigated: (1) internal distribution system betterment options; (2) temporary compressed natural gas injection sites; (3) pipeline capacity projects; (4) city gas supplies; and (5) energy efficiency. However, the Company has determined that these options are not viable. The Company evaluated non-price factors, including reliability, flexibility, and diversity. Of these considerations, the most significant non-price factor is the reliability of citygate capacity to meet customer requirements on the G-System. The Proposed Agreement will also provide other non-price benefits, including flexibility and diversity of supply.
11. Without the Proposed Agreement, the Company and its customers risk exposure to inadequate and unreliable supply and high city-gate pricing during peak days for customers served by Algonquin's G-System.
12. The Proposed Agreement represents the least-cost alternative to meet the requirements of the Company's resource portfolio and to serve the needs of its planning load customers served by Algonquin's G-System. As a result, the Proposed Agreement represents the most viable, cost-effective alternative to meet the Company's identified need. The Proposed Agreement is in the public interest and should therefore be approved by the Department.
13. Timely receipt of Department approval is a condition precedent to the Proposed Agreement.

14. The Company respectfully requests that the Department issue a decision in this proceeding on or before May 1, 2024.
15. In the Motion for Protective Treatment that accompanies this petition, EGMA requests that certain confidential, proprietary, and competitively-sensitive information included in the filing be protected from public disclosure.
16. **WHEREFORE**, the Company respectfully requests that the Department:
 - A. Find that the Proposed Agreement (1) is consistent with the portfolio objectives established in the Company's F&SP; (2) compares favorably with the range of alternatives reasonably available to the Company and its customers; and (3) meets the requirements of the Global Warming Solutions Act.
 - B. Find that the Proposed Agreement is in the public interest; and
 - C. Approve the Proposed Agreement as soon as practicable, but no later than May 1, 2024.

Respectfully Submitted,

**EVERSOURCE GAS COMPANY OF
MASSACHUSETTS d/b/a EVERSOURCE ENERGY**

By its attorney,



Steven Frias, Esq.
Keegan Werlin LLP
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Dated: February 12, 2024

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF PUBLIC UTILITIES

D.P.U. 24-26

PREFILED DIRECT TESTIMONY OF ERIC B. SODERMAN

EXHIBIT EGMA-EBS-1

1 I. INTRODUCTION

2 Q: Please state your name and business address.

3 A. My name is Eric B. Soderman. My business address is 107 Selden Street, Berlin,
4 Connecticut.

5 Q. By whom are you employed and in what capacity?

6 A. I am employed by Eversource Energy Service Company (“Eversource Service
7 Company” or “ESC”), as Director - Gas Supply. Eversource Service Company
8 provides shared services to Eversource Energy operating affiliates, including
9 Eversource Gas Company of Massachusetts (“EGMA” or the “Company”),
10 NSTAR Gas Company (“NSTAR Gas”) and Yankee Gas Services Company
11 (“Yankee Gas”) each d/b/a Eversource Energy. In my role, I am responsible for
12 directing the gas-resource portfolio planning and operations for EGMA, NSTAR
13 Gas, and Yankee Gas.

14 Q. Please summarize your educational background and professional experience.

15 A. I graduated from University of Connecticut in Storrs, Connecticut with a Bachelor
16 of Science Degree in Resource Economics and from University of Connecticut in

1 Hartford, Connecticut with a Master of Business Administration in Finance. I
2 have held various positions with Northeast Utilities and its successor company
3 Eversource Energy since 2009, and from 2002 to 2005. In the period 2005
4 through 2009, I worked for Louis Dreyfus Energy Services (later known as part of
5 Louis Dreyfus Highbridge Energy) in various trading, analytical and operational
6 roles in the energy commodity groups.

7 **Q. Have you previously testified in regulatory proceedings?**

8 A. Yes, I have submitted testimony in various proceedings before the Massachusetts
9 Department of Public Utilities (the “Department”) and the Connecticut Public
10 Utilities Regulatory Authority (“PURA”). These proceeding include: Yankee
11 Gas d/b/a Eversource Energy, Docket No. 13-06-02RE02 (2013) (Gas Expansion
12 Plan); Yankee Gas d/b/a Eversource Energy, Docket No. 05-05-10RE01 (2015)
13 (Gas Unbundling); Yankee Gas d/b/a Eversource Energy, Docket No. 16-10-06,
14 2016 Biennial Demand and Supply Forecast (2016); NSTAR Electric Company
15 and Western Massachusetts Electric Company each d/b/a Eversource Energy,
16 D.P.U. 15-181 (2016) (Access Northeast Contracts) (Withdrawn); NSTAR Gas
17 Company d/b/a Eversource Energy, D.P.U. 17-175 (2017); and NSTAR Gas
18 Company d/b/a Eversource Energy, D.P.U. 19-120 (2020).

1 **Q: What is the purpose of your testimony in this proceeding?**

2 A. The purpose of my testimony is to: (1) describe the agreement with Constellation
3 LNG, LLC (“Constellation”) for the option to purchase gas supplies from
4 Constellation’s LNG terminal including the associated operational and reliability
5 benefits; (2) explain the Company’s resource requirements that establish the need
6 for the proposed agreement with Constellation; (3) discuss potential alternatives
7 to the proposed contract; and (4) describe the price and non-price factors
8 considered in the determination that the proposed contract is the best alternative
9 for meeting the identified needs of the Company.

10 The Company is requesting Department approval of a multi-year firm city gate
11 peaking agreement with Constellation (“Proposed Agreement”) for delivery to the
12 Company’s South Attleboro and/or Taunton city gates. The Proposed Agreement
13 is for a six-year term beginning with a start date of June 1, 2024, and ending
14 March 31, 2030. The Proposed Agreement provides for up to 19,600 Dth per day
15 with a seasonal quantity of 882,000 Dth deliverable to the Company’s Attleboro
16 and/or Taunton city gates.¹ The Company also has the option to take LNG trucks
17 when operating conditions permit to meet the needs of its satellite LNG facilities,
18 specifically the Lawrence LNG plant. The Proposed Agreement will provide

1 seasonal peaking capacity backed by imported LNG through Constellation's
2 Everett LNG Facility located in Everett, Massachusetts. The Proposed
3 Agreement is necessary for the Company to reliably provide firm delivery of
4 natural gas at two city gate locations served by the Algonquin Gas Transmission
5 LLC ("Algonquin") G-System in the Company's Brockton Division. The
6 Proposed Agreement is provided in Exhibit EGMA-EBS-2 CONFIDENTIAL. A
7 redacted version of the Proposed Agreement is also provided for the public
8 record.

9 **Q. Would you please describe how the Company's filing is organized?**

10 A. Yes. To support its request for approval of the Proposed Agreement, the
11 Company has prepared pre-filed testimony and other supporting documentation to
12 demonstrate that the Proposed Agreement: (1) is consistent with the portfolio
13 objectives established in the Company's most recently approved Forecast and
14 Supply Planning, D.P.U. 21-118; and (2) compares favorably to the range of
15 alternatives reasonably available to the Company and its customers. To that end,
16 my testimony is designed to establish that the Proposed Agreement is the most
17 viable, cost-effective alternative available to meet the Company's particular

¹ The Proposed Constellation Agreement references the equivalent term MMBtu instead of Dth. However, Dth is used throughout this testimony for consistency among the three Proposed Agreements.

1 reliability needs and to demonstrate that the addition of this resource to the
2 Company's portfolio is necessary to ensure safely and reliably serve customers.

3 **Q. How is the remainder of your testimony organized?**

4 A. My testimony is organized into seven sections including this introductory section.
5 Section II provides the prevailing conditions in the New England market. Section
6 III provides an overview of the Company's existing gas supply resource portfolio.
7 Section IV describes the Proposed Agreement. Section V discusses the need for
8 the proposed agreement and demonstrates that the Proposed Agreement is the best
9 alternative for meeting the identified reliability need. Section VI reviews the
10 price and non-price factors considered by the Company in entering into the
11 Proposed Agreement. Section VII reviews the alternatives that the Company
12 considered to the Proposed Agreement and discusses other matters.

13 **II. PREVAILING CONDITIONS IN THE NEW ENGLAND GAS MARKET**

14 **Q. Please provide a brief overview of the conditions prevailing in the New**
15 **England gas market.**

16 A. Although production of shale gas in the Marcellus and Utica basins primarily in
17 Pennsylvania and Ohio has continued to grow in recent years, incremental
18 supplies cannot reach the New England market because of pipeline capacity
19 constraints. The pipeline infrastructure in the region remains constrained and the
20 region is reliant upon LNG imports from Repsol via Canaport, Constellation LNG

1 via the Everett Marine Terminal (“EMT”) and Excelerate via the buoy in Boston
2 Harbor for marginal supply.

3 Natural gas-fired generation comprises roughly 45 percent of the generation load
4 requirement in New England. However, electric generators generally do not
5 contract for firm transportation capacity to ensure gas availability when called
6 upon to run. Instead, gas-fired generators rely on the availability of spot-market,
7 city-gate supplies to generate electricity. As a result, both Tennessee Gas Pipeline
8 Company (“Tennessee”) and Algonquin pipelines are operating at very high
9 utilization rates on a year-round basis, which has the effect of driving up delivered
10 gas prices in New England during periods of pipeline-capacity constraints.
11 Consequently, the New England gas market suffers from high delivered gas costs
12 during the winter season. This is not a new problem as it has been examined and
13 documented several times over the last two decades. Below are some the recent
14 acknowledgements of the challenges facing the regional gas infrastructure:

- 15
- 16 • On May 19, 2022, FERC initiated the “New England Winter Gas-Electric
17 Forum”. It was stated that “The purpose of this forum is to discuss the
electricity and natural gas challenges facing the New England Region.”²

² <https://www.ferc.gov/media/notice-new-england-winter-gas-electric-forum>

1 To engage regional stakeholders on these issues two forums (September
2 2022 and June 2023) were held in New England.

3 • On November 7, 2023, the Federal Energy Regulatory Commission
4 (FERC or Commission) and the North American Electric Reliability
5 Corporation (NERC) released a final report on Winter Storm Elliott,
6 *Inquiry into Bulk-Power System Operations During December 2022*
7 *Winter Storm Elliott* (Report).³

8 • On November 27, 2023, the Northeast Power Coordinating Council
9 (NPCC) announced the launch of a northeastern regional gas infrastructure
10 study to evaluate fuel supply to the region’s electric generation. The study
11 will consider the gas supply and pipeline constraints that may occur during
12 extreme and protracted winter weather events during the winter peak
13 heating season (December through February 2024-2025, 2027-28 and
14 2032-33).⁴

15 Although these efforts have yielded some limited scope energy programs and
16 robust discussions on coordination, markets and critical facilities, the region’s gas

³https://www.naesb.org/pdf4/ferc_nerg_regional_entity_staff_report_Nov2023_cold_weather_outages_110723.pdf

⁴<https://www.npcc.org/news/detail/npcc-announces-northeast-gaselectric-system-study>

1 supply and electric market issues persist today. More studies are underway;
2 however, in the near term, the issues persist as shown by the continued volatility
3 in the New England energy markets. The LDCs cannot solve the region's supply
4 issues.

5 Meanwhile, LDCs have an obligation to their customers to maintain the reliability
6 of natural gas distribution and supply service. As a result, LDCs must take all
7 reasonable steps within their control to ensure that their customers have heat on
8 cold winter days. The potential closing of EMT will impact the continued
9 operations of one of the main imported LNG facilities that serves natural gas into
10 the New England gas market.

11 **Q. Please provide an overview of the status of the Everett Marine Terminal and**
12 **its importance to the New England region.**

13 A. Constellation Energy owns EMT and the adjacent 1,413-megawatt Mystic natural
14 gas-fired power plant whose only source of gas is EMT as the power plant is not
15 connected to the interstate pipeline grid. The Mystic power facility is scheduled
16 to retire at the end of May 2024 and Constellation Energy has indicated it requires
17 long-term agreements to maintain the operations of EMT after the retirement of
18 the Mystic power generating facility, which has supported the operations of EMT
19 since the power plant came on line in 2003.

1 Even with the EMT in operation, New England is an extraordinarily gas-
2 constrained region. There are limited alternatives to the flexibility, storage and
3 send out capability, and reliability that EMT provides from a gas resource
4 perspective. EMT is uniquely physically positioned at the end of the pipeline
5 network and provides the region a “reserve margin.” Simply stated, the EMT is
6 irreplaceable today in terms of meeting gas supply needs for EGMA. What is
7 clear is that, should EMT cease operations, New England would lose its largest
8 storage resource and a critical, irreplaceable source of peaking supply, which
9 would significantly impact the regional supply demand balance on the coldest
10 days of the year. Supply alternatives would be reduced, further limiting the
11 number of suppliers available to the Company. Given the limited number of
12 suppliers, EGMA will have to contemplate longer-term alternatives to meet its
13 load requirements. Given the lack of viable alternatives, EGMA views a contract
14 with EMT to be a critical, important and cost-effective resource.

15 For the past several years, EGMA has entered into supply arrangements with
16 EMT. These arrangements are a fundamental component of EGMA’s fuel-
17 supply resource plans and are vital to meet customer demand on winter-peak and
18 design days. In the Forecast and Supply Plan pending before the Department in
19 D.P.U. 23-125, EGMA explained the important role that EMT plays in its

1 resource portfolio and discussed the fact that EGMA relies on EMT to purchase
2 supplemental winter supplies (D.P.U. 23-125 Initial Filing, at 103-104).

3 In addition, EMT has served as a critical “reserve” gas resource to the region for
4 decades and is uniquely positioned from a geographic perspective to provide
5 seasonal peaking supply to EGMA for several reasons.

6 First, EMT’s location on the extreme east end of the pipeline network provides a
7 supply source downstream of pipeline constraints on the coldest days of the year
8 and serves as a critical backup in the event of a force majeure on one of the
9 pipelines serving Massachusetts.

10 Second, EMT’s 3.4 Bcf storage capacity near Boston and Cambridge the largest
11 load center of Massachusetts, makes it the largest natural gas storage asset in New
12 England, which is a region without any underground storage fields.

13 Third, EMT’s unique ability to quickly make non-ratable hourly deliveries of
14 large volumes of gas directly into the interstate pipeline network allows EMT to
15 provide vital pressure support at the end of the system when needed, and its
16 ability to shape deliveries to align with demand requirements of natural gas
17 customers and interstate pipelines serving Massachusetts, has become more
18 important as the regional infrastructure has become increasingly stressed in the
19 last several years.

1 As noted by Carrie Allen, Senior Vice President and Deputy General Counsel,
2 Constellation Energy Corporation at the September 8, 2022, FERC New England
3 Winter Gas-Electric Forum, “I’ve learned a lot about Everett since we acquired it
4 in 2018. It offers a multitude of benefits for the region. I think I’m not sure how
5 much people know about the pressure support, and balancing and shaping service
6 that Everett provides, but just to give you a sense of the numbers. Over the last
7 two years, predominantly in the winter, Everett’s been called on 21 times to
8 provide pressure support intraday for the systems to which it’s interconnected.
9 We’ve also provided balancing and shaping plus or minus you know 10,000
10 MMBtu 25 times in the previous year, previous two years. Before that it was 69
11 times that we have documented that we have provided that service. In addition,
12 on January 11 this year, that was a day that was called out by ISO New England
13 in its presentation. That happened to be a day where we had 325,000 MMBtu of
14 sendout besides Mystic, so that’s two other entities.”⁵ Further evidence of EMTs
15 ability to provide emergency pressure support can be found in the US DOT
16 PHMSA August 13, 2019 report “*Events Contributing to Natural Gas Outages on*
17 *National Grid’s Distribution System in Rhode Island*” which documents the

⁵ <https://www.ferc.gov/media/transcript-docket-no-ad22-9-000> at (69-70).

1 several times Algonquin called on EMT to increase send out to preserve pipeline
2 pressures.⁶

3 Fourth, EMT's ability to contract for firm deliveries to meters on the highly
4 constrained AGT G-Lateral via EMT's firm pipeline contracts with primary
5 receipt at EMT provides EGMA with a critical supply source to manage G-Lateral
6 hourly flow limitations and avoid pipeline penalties to enhance reliability by not
7 allowing supply pressures to deteriorate to levels that could cause distribution
8 system outages like they did on January 21, 2019 when National Grid had to
9 curtail gas service to 7,455 customers during a cold snap.⁷

10 In addition to seasonal peaking supplies, EGMA has the ability to buy
11 incremental gas from EMT on a spot basis during periods of high demand or
12 crisis. During extreme situations (e.g., Winter Storm Elliot December 2022,
13 February 2023 cold snap, January 15th 2022 Algonquin Force Majeure, one of the
14 first calls that the EGMA Supply Team make is to EMT to determine if
15 incremental supplies are available in the event that the supplies are needed.

⁶ [Enbridge AGT National Grid RI Outages Summary Report Final \(dot.gov\)](https://enbridge.com/na/energy/infrastructure/ri/AGT_National_Grid_RI_Outages_Summary_Report_Final_dot_gov)

⁷ https://ripuc.ri.gov/sites/g/files/xkgbur841/files/eventsactions/AI_Report.pdf

1 The Proposed Agreement along with the agreements EMT has reached with other
2 LDCs will support the continued operation of this critical facility for the next six
3 years as the region's energy requirements continue to evolve.

4 **III. THE COMPANY'S GAS-RESOURCE PORTFOLIO**

5 **Q. Please provide an overview of EGMA's gas-resource portfolio.**

6 A. EGMA provides retail natural gas distribution service to over 320,000 residential,
7 commercial and industrial ("C&I") customers in three divisions geographically
8 centered around Springfield, Brockton and Lawrence, Massachusetts. Although
9 EGMA's three distribution service areas are non-contiguous and therefore have
10 individualized capacity and supply sendout requirements, EGMA plans for the
11 gas-supply needs of the overall system on a total requirement basis recognizing
12 the physical requirements for each Division. In order to serve its customers
13 reliably, EGMA relies on a resource portfolio composed of pipeline transportation
14 contracts, underground storage contracts, seasonal supply agreements and on-
15 system propane and LNG peaking facilities. When these resources are
16 insufficient to meet its customers' firm winter requirements, EGMA will procure
17 short-term delivered city-gate supplies to satisfy such a deficiency.

18 EGMA has capacity entitlements on multiple upstream pipelines that allow for the
19 delivery of natural gas supplies to its Massachusetts city-gates via the interstate

1 pipelines owned and operated by Algonquin and Tennessee. These contracts
2 provide access to domestic production fields, as well as liquid trading points that
3 afford EGMA a level of operational flexibility and diversity, helping to ensure the
4 least-cost and reliable delivery of gas supplies. In general, EGMA's pipeline
5 contracts provide: (a) transportation to EGMA's city-gates from Gulf Coast,
6 Appalachian, Market Area, and Canadian supply sources; (b) transportation for
7 underground storage withdrawal and injection; and (c) the flexibility to meet its
8 customers' supply requirements while operating within the FERC-approved tariffs
9 of Algonquin and Tennessee.

10 Algonquin and Tennessee are the only interstate pipelines that have the ability to
11 deliver directly into EGMA's gas distribution systems. Much of the Company's
12 pipeline capacity on Tennessee and Algonquin provides access to sources of
13 supply from the south and west (i.e., on-shore and off-shore Gulf coast,
14 Appalachia/Marcellus Shale, and Canada at the Dawn Hub in Ontario, to name a
15 few examples). Additionally, EGMA has some open firm pipeline capacity that
16 provides access only to sources of supply from the north and east sourced
17 primarily from imported LNG, often referred to as Market Area supplies. These
18 north and east supplies enter Tennessee's pipeline system primarily at Dracut or
19 Haverhill, Massachusetts and Algonquin's system via the Hubline system.

1 **Q. Does the Company also rely upon delivered city-gate supply services or on-**
2 **system peaking facilities to meet customer requirements?**

3 A. Yes. In addition to pipeline capacity, EGMA relies on its on-system LNG and
4 propane facilities to satisfy a significant portion of its design peak day
5 requirements. The Company maintains on-system liquefaction capability at its
6 Ludlow LNG complex, which provides the option of drawing on pipeline supplies
7 to re-fill its on-system LNG storage facilities during the summer. LNG stored in
8 the Company's various LNG facilities can later be vaporized into the Company's
9 gas distribution systems during periods of peak demand.

10 Imported LNG can also be used to supply volumes at certain interstate pipeline
11 receipt points feeding transportation capacity under contract to EGMA and other
12 Massachusetts and New England LDCs. These pipeline facilities are those with
13 receipt points reliant upon gas from the north and east (i.e., at Tennessee's
14 interconnect with Maritimes & Northeast Pipeline ("M&NE") at Dracut and
15 Haverhill, Massachusetts or Tennessee's interconnect with EMT and Algonquin's
16 interconnect with M&NE in Beverly, Massachusetts or the EMT. Imported LNG
17 volumes include direct deliveries of vaporized LNG into Algonquin from the
18 EMT, the Excelerate offshore energy facility as well as LNG supplies imported
19 by Repsol at their Canaport LNG terminal located in St. John, New Brunswick,
20 Canada, and delivered to Tennessee and/or Algonquin by M&NE. The Company

1 currently has long-term agreements with Repsol for winter supply that run
2 through March 2028.

3 For the 2023-24 winter season, the Company contracted with Constellation for
4 8,000 Dth per day of city gate peaking service delivered from EMT to the
5 Company's Attleboro and/or Taunton city gates.⁸ In addition, the Company has
6 contracted with two other suppliers for an incremental 25,000 Dth/day of G-
7 Lateral supplies for Winter 23/24. The Proposed Agreement will replace
8 19,600Dth/day of the 33,000 Dth/day of supplies the Company has contracted for
9 on the G-Lateral over the past several years.

10 **IV. THE PROPOSED AGREEMENT**

11 **Q. Please describe the terms of the Proposed Agreement.**

12 A. The Proposed Agreement provides for the provision by Constellation of a firm G-
13 Lateral city gate peaking service up 19,600 Dth per day, the Maximum Daily
14 Quantity ("MDQ"), with a Maximum Seasonal Quantity ("MSQ") of 882,000 Dth
15 each winter delivery season (November through March). The term of the
16 Proposed Agreement is June 1, 2024 through May 31, 2030 for a total of six
17 contract years with six winter delivery seasons. The first winter delivery season is
18 November 1, 2024 through March 31, 2025 with the final winter delivery season

⁸ This was part of a three-year contract the commenced November 2021 and will expire in March 2024.

1 being November 1, 2029 through March 31, 2030. In addition to deliveries at its
2 G-Lateral city gates, EGMA has the option to take up to 50% of its MDQ as LNG
3 liquid at EMT and truck it to its LNG facilities.

4 The principal terms of the Proposed Agreement are as follows:

5 Cost - The price terms for the Proposed Agreement is based on the following
6 formula: Non-Commodity Demand Charge + Commodity Demand Charge +
7 Firm Transportation Charge + a Commodity Rate. [REDACTED]

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Eversource Gas Company of Massachusetts
d/b/a Eversource Energy
D.P.U. 24-26
Testimony of Eric B. Soderman
Exhibit EGMA-EBS-1
February 12, 2024
Page 18 of 32

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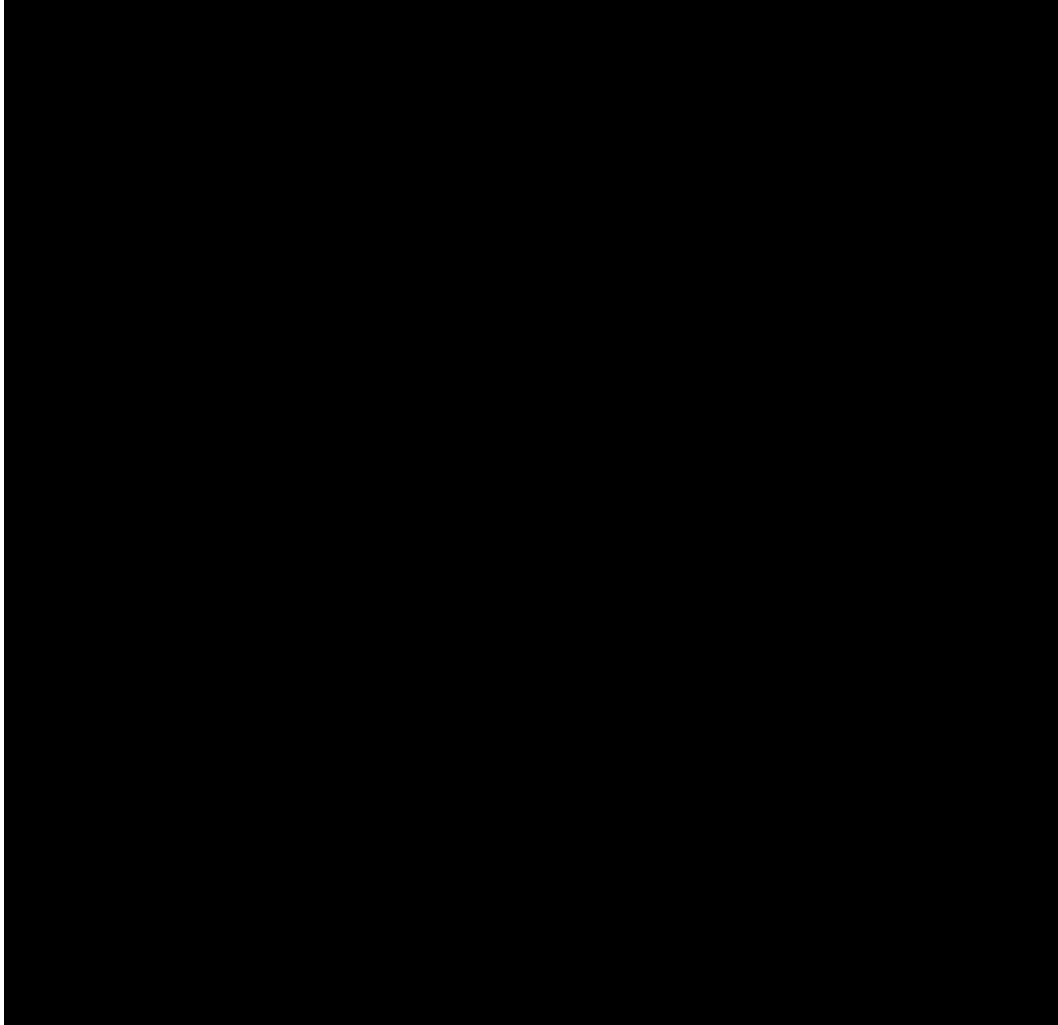
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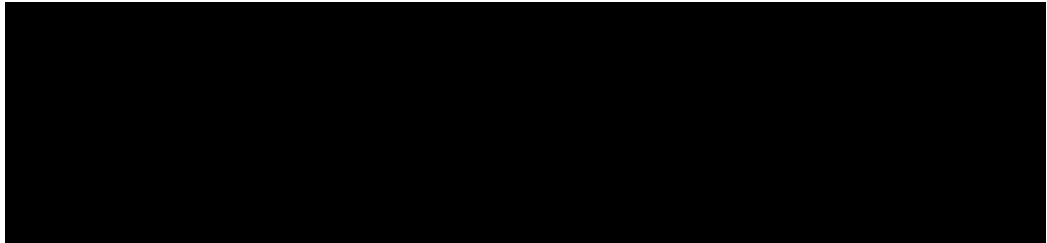
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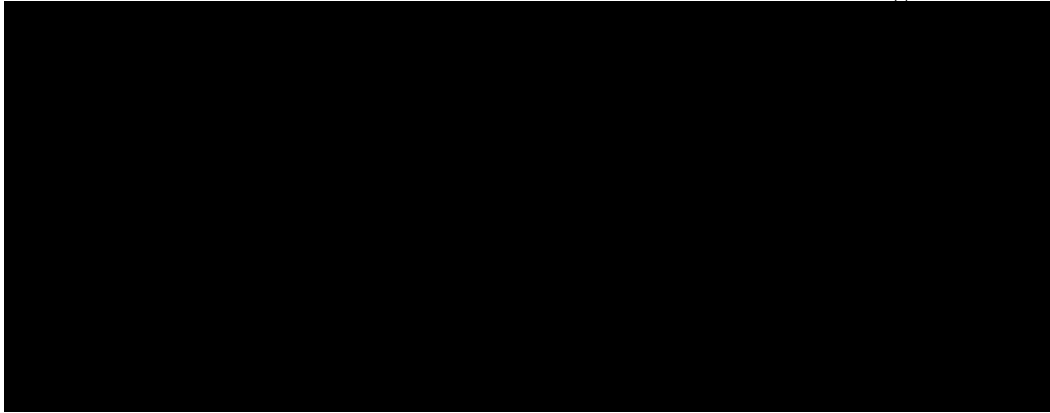
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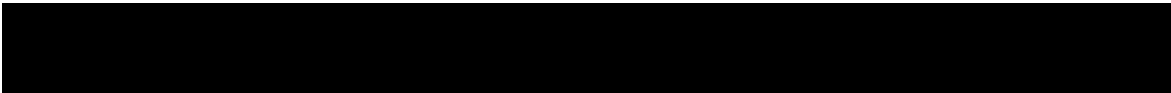
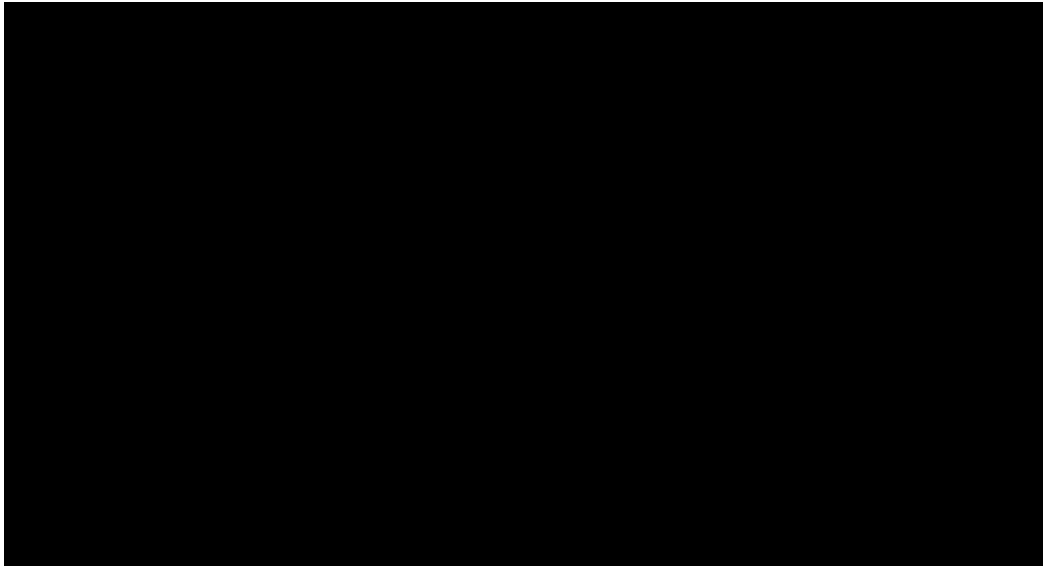
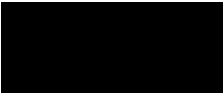
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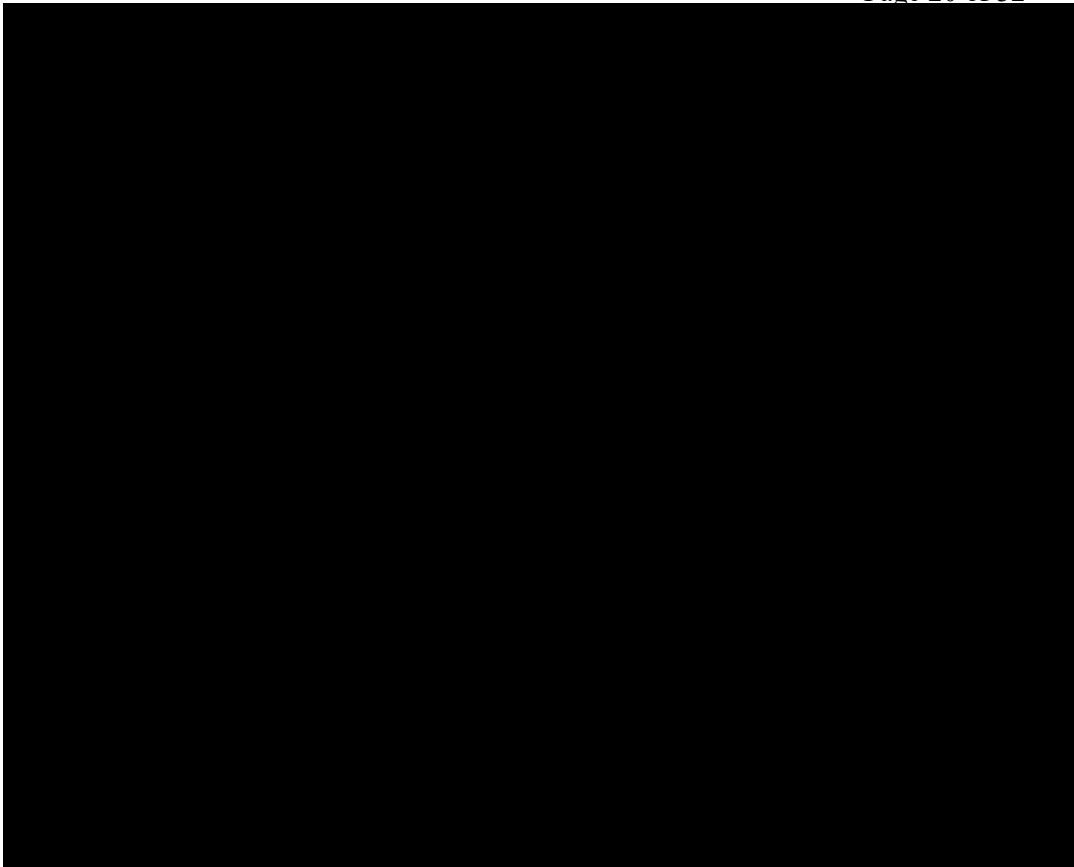
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Conditions Precedent – Due to the complex nature of the Proposed Agreement that is dependent on multiple parties, Constellation’s and EGMA’s obligations are subject to satisfaction or waiver of a number of Conditions Precedent. Constellation’s Condition Precedents include:



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13 In the event that the Company does not receive timely approval of the
14 Proposed Agreement, either party may terminate the Proposed Agreement.
15 Furthermore, along with EGMA, NSTAR Gas Company and National Grid
16 are also filing agreements with Constellation for Department approval. If any
17 of these contracts are not approved by the Department, EGMA’s Proposed
18 Agreement will not go into effect.

19 **Q. Why is Department approval needed by May 1, 2024?**

1 A. EMT does not currently have commitments to remain operational beyond May
2 2024. The May 1, 2024 approval date aligns with the end of the EMT's current
3 commitments and provides Constellation with sufficient time to procure LNG
4 prior to the start of the first winter heating season covered by the proposed
5 agreement.

6 **V. NEED FOR THE PROPOSED AGREEMENT**

7 **Q. Please describe the Company's overall resource portfolio objectives.**

8 A. The primary goal of the Company's resource planning process is to acquire a
9 least-cost portfolio of gas supply resources, which can reliably deliver necessary
10 supplies to the Company's distribution system, particularly during times of peak
11 demand including on a design day. This least-cost objective is balanced with
12 considerations of reliability, flexibility and diversity. Pursuit of a least-cost
13 portfolio ensures that the Company will be positioned to provide its customers
14 with reliable service at a reasonable cost.

15 **Q. What is the Company's analysis regarding the need for Proposed Agreement**
16 **to meet the portfolio objectives?**

17 A. The Proposed Agreement is needed to continue safe and reliable supply to the
18 distribution system. Nomination changes made by Algonquin have eliminated the
19 Company's ability to nominate supplies to the Taunton and Attleboro city gates
20 via a virtual nomination process utilizing secondary firm capacity (i.e., firm

1 transportation capacity that has primary firm delivery entitlements at Company's
2 city gates located at points not served by Algonquin's G-System). For the last
3 several winters, EGMA has procured 8,000 Dth/Day from EMT for delivery to
4 the Company's G-Lateral meters. In addition, over the same period the Company
5 contracted with other suppliers for an incremental 25,000 Dth-day of G-Lateral
6 winter supplies. The Company does not have any G-Lateral peaking supplies
7 under contract after Winter 2023-2024. The Company's current need for
8 incremental firm G-Lateral city gate entitlements for the Taunton and Attleboro
9 city gates total approximately 33,600 Dth. The Proposed Agreement will meet
10 19,600 Dth or 58% of this need. This amount of gas is needed only to meet
11 EGMA's existing load. This level of requirements is not reflective of future
12 design day growth at the Taunton and Attleboro city gates. Instead, the Company
13 is either extending or replacing *existing* supplies.


14 **Q. Does the Proposed Agreement reinforce the reliability of EGMA's gas-**
15 **resource portfolio?**

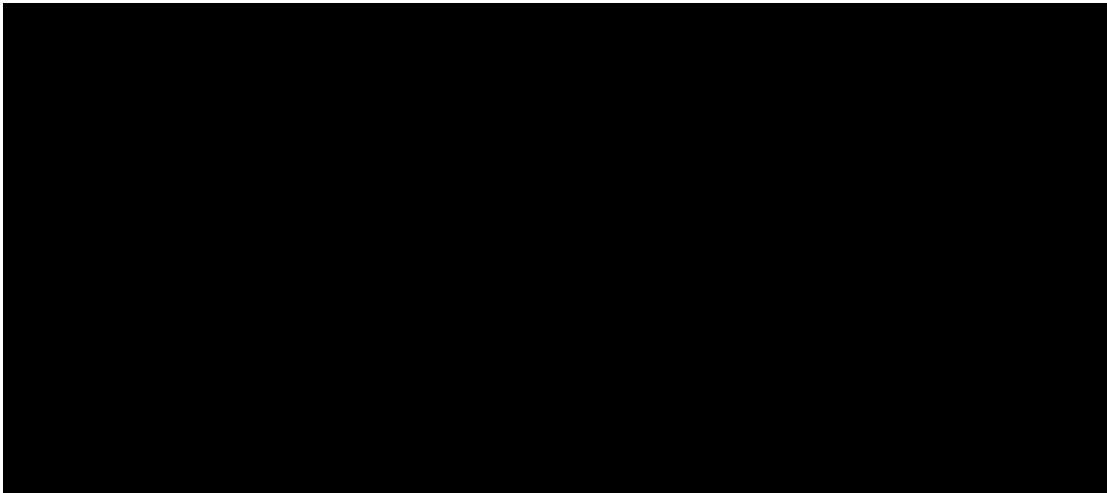
16 A. Yes. The Proposed Agreement will ensure reliability of service to EGMA
17 customers on the G-system and address the risks created by nomination changes
18 instituted by Algonquin. Approval of this agreement will permit the Company to
19 continue safely and reliably manage its existing demand on the Algonquin G-
20 lateral and throughout its service territory. Without this agreement in place, the

1 Company could be forced to overtake its pipeline supplies thereby jeopardizing
2 the supplies into the G-system and in other areas of its service territory and other
3 LDC service territories, or to curtail service to customers, which would have a
4 devastating impact if it occurred during the cold winter months.

5 **VI. PRICE AND NON-PRICE CONSIDERATIONS**

6 **Q. What are the costs of the Proposed Agreement?**

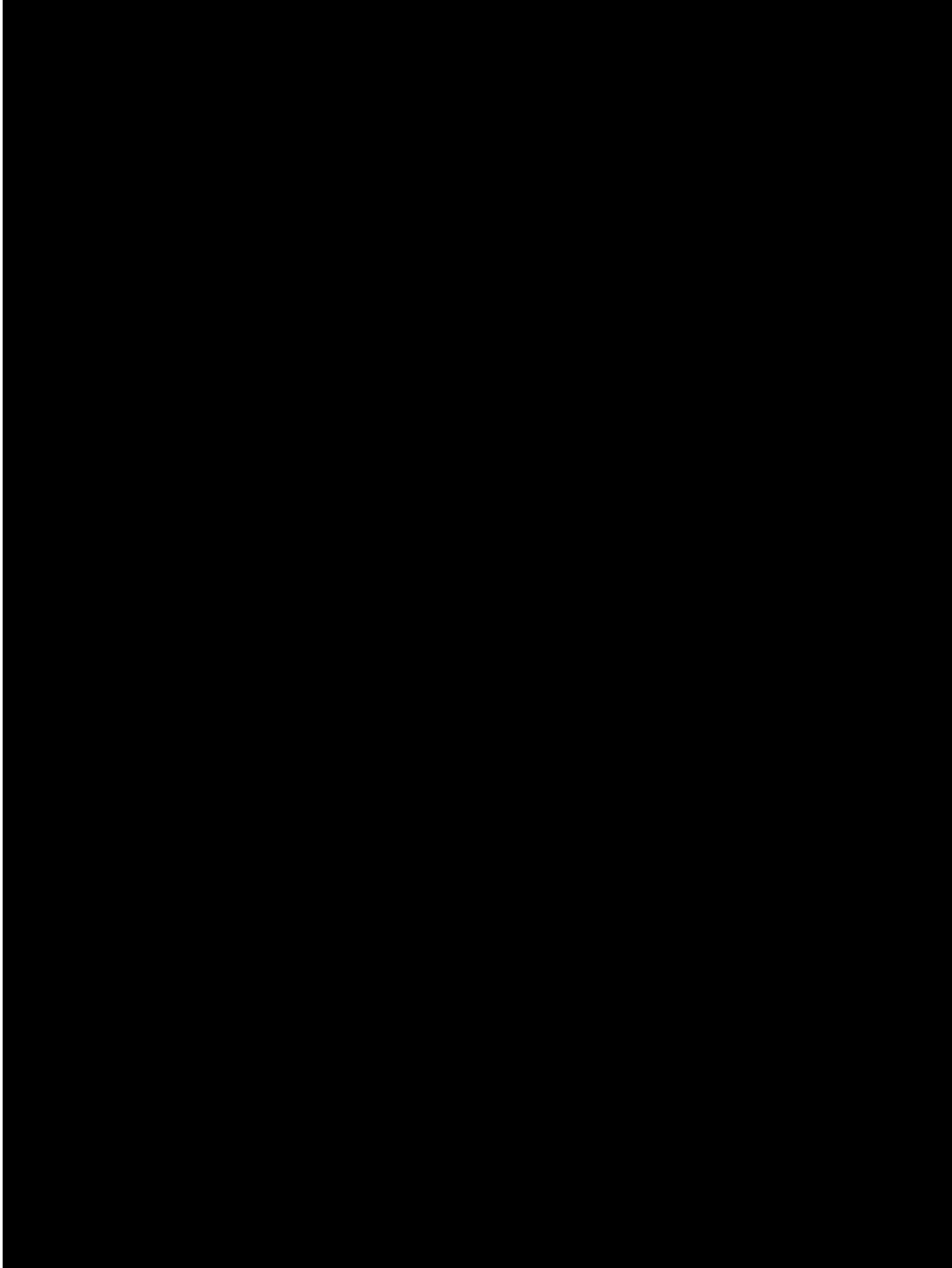
7 A. The cost of the Proposed Agreement is a function of three demand charges:
8 (i) Non-Commodity Demand Charge, (ii) Commodity Demand Charge, (iii) Firm
9 Transportation Charge, and a variable charge called the Commodity Rate. 



17 **Q. How do the costs of the Proposed Agreement compare to the cost of gas**
18 **supplies presently purchased by EGMA from EMT?**

¹¹ Forward prices as of January 24, 2024.

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1 **Q. What would be the possible overall bill impact for customers if this Proposed**
2 **Agreement was approved?**

3 A. Based on current natural gas pricing and distribution rates, there would be
4 potentially a 5 to 7 percent increase the typical residential natural gas heating
5 customer for next winter as compared to a typical bill using rates initially filed for
6 the 2023-24 winter. Please see Exhibit EGMA EBS – 3 for an indicative bill
7 impact for a typical residential winter and annual bill.

8 **Q. Did the Company analyze non-price factors associated with the Proposed**
9 **Agreement?**

10 A. With respect to non-price factors, the Company evaluated the reliability,
11 flexibility and diversity that these new resources will add to the overall resource
12 portfolio.

13 **Q. What is the most significant non-price factor considered in the evaluation of**
14 **the Proposed Agreement?**

15 A. The most significant non-price factor is reliability. The Proposed Agreement
16 allows EGMA to continue to provide reliable gas service to its customers served
17 off the G-System. The Proposed Agreement will maintain the reliability of gas
18 supplies into the region and specifically to the Company's Attleboro and Taunton
19 city gates. Reliability concerns are paramount on a peak day or in the event of an
20 upstream force majeure, like those experienced during Winter Storm Elliot in

1 December 2022 when the region saw upstream supplies from the Marcellus
2 region curtailed due to well freeze offs.

3 **Q. What other non-price factors were considered?**

4 A. In addition to the reliability benefits noted above, the Company also evaluated
5 flexibility and diversity. The Proposed Agreement will maintain the Company's
6 existing flexibility and diversity of its supplies by accessing supply from histori-
7 cally reliable resources. The diversity of supply is a key component of already
8 stressed regional gas supply that relies extensively on gas imported from the west
9 via interstate pipelines. EMT sourced supply can be used to support those exist-
10 ing deliveries if they are impacted by curtailments due to varying operating condi-
11 tions upstream in the region, most importantly on the coldest days of the year.
12 The ability of EMT to inject gas in high quantities on short notice at the end of the
13 system is extremely critical to sustainable a reliable energy supply in the region
14 which it has done for decades. The flexibility to inject into both interstate pipe-
15 lines from a local resource is unique and essential to the reliability of gas opera-
16 tions in the region now and for several years to come.

17 **Q. Do the benefits of non-price factors of the Proposed Agreement outweigh the**
18 **costs of the agreement?**

19 A. Yes. The benefits from the non-price factors far outweigh cost in the evaluation
20 of this agreement. There is no true alternative to the Everett Marine Terminal's

1 physical characteristics and capabilities. If there are inadequate gas supplies to
2 serve customers on the G-system during a peak day, the costs associated with a
3 gas outage would far outweigh the costs of the Proposed Agreement. If the
4 Company experienced a supply shortfall, firm gas service to the region would be
5 disrupted. The part of the Company's system and other systems experiencing the
6 loss in service would need to be isolated, and all affected services need to be shut
7 off. Once the system could be re-pressurized, each customer's service would
8 need to be reconnected. Depending on the severity of the disruption, it could take
9 weeks to months to go door-to-door to relight gas appliances in customers'
10 households during the coldest season of the year. The system restoration process
11 is extremely complex and costly. This curtailment and restoration process would
12 have significant public health and safety implications, particularly when it must
13 be done in extremely cold weather.

14 **VII. EVALUATION OF RESOURCE ALTERNATIVES**

15 **Q. Did the Company consider any potential alternatives to the Proposed**
16 **Agreement to reliably address G-System OFOs?**

17 A. Yes. The Company considered two alternatives. The first alternative reviewed
18 was internal distribution system betterment options which would enable the
19 Company to utilize existing capacity entitlements elsewhere in the Brockton
20 division. This review indicated an internal distribution betterment option with

1 expansion of the LNG vaporization capacity would be similar in costs to the
2 Proposed Agreement, and, given the scope of the required construction, needed
3 permits and other considerations it could take several years to complete.
4 Therefore, this alternative was not pursued.

5 The second alternative reviewed was the potential for temporary Compressed
6 Natural Gas (“CNG”) injection sites. This option would require hundreds of LNG
7 trucks to be scheduled for numerous physical locations likely during the most
8 extreme weather events in region. The Company determined this option is not a
9 viable alternative to Proposed Agreement based on mostly on operational and
10 reliability considerations, costs and timing on the availability of locations and
11 resources needed to provide the volumes required by the Company.

12 **Q. Are there pipeline capacity projects known to the Company that are a viable**
13 **alternative to the Proposed Agreement?**

14 A. No. There is uncertainty around pipeline construction in New England, as
15 evidenced in the termination of the Algonquin Access Northeast and the
16 Tennessee Northeast Direct (“NED”) projects in recent years. Most recently,
17 Algonquin announced an open season for Project Maple that could be an
18 alternative to the Proposed Agreement in the long-term, but the project would not
19 be in-service until 2029 or later if it were to proceed. Incremental pipeline
20 capacity requiring pipeline construction is not a realistic alternative to the

1 Company's immediate reliability needs served by the Proposed Agreement, which
2 are available to the Company without construction of any new infrastructure.
3 Algonquin's Project Maple is potentially a solution for a portion of these
4 requirements; however, that project would not be in-service until 2029 at the
5 earliest and a large-scale expansion to completely replace the EMT functionality
6 does not seem feasible given the current policy initiatives in the state.

7 **Q. Is city-gate delivery a desirable alternative to the Proposed Agreement?**

8 A. No. Reliance on the spot market exposes the Company to less reliable and
9 potentially high city-gate pricing during peak days and during a time when
10 supplies could be subject to interruption. The Proposed Agreement is based on
11 Constellation's firm Algonquin contracts, giving the Company access to one of
12 remaining available non pipeline delivered supplies that can provide gas to the
13 Company's distribution system in this area given the supply/demand constraints
14 in New England. Relying on spot city gate supplies introduces the possibility that
15 the Company will be unable to procure firm deliveries with primary delivery
16 rights on the G-Lateral from third parties at any price causing the Company to
17 either curtail customers or overtake its nominations on the pipeline leading to
18 penalties or even worse, outages due to lower pressures.

1 **Q. Did the Company consider energy efficiency as a supply option in lieu of the**
2 **Proposed Agreement?**

3 A. Although energy efficiency is not a supply option, the Company has energy
4 efficiency built into its customer demand estimate. Energy efficiency is
5 embedded into the Company's demand forecast in the Company's approved 2021
6 F&SP as well as the recently filed 2023 F&SP. With the current deficiency over
7 approximately 35,000 MMBtu per day in firm capacity entitlements at the
8 Attleboro and Taunton city gates, energy efficiency is not a viable alternative in
9 lieu of the Proposed Agreement.

10 **Q. What are the implications of not receiving approval of the Proposed**
11 **Agreement?**

12 A. Without the resources provided by the Proposed Agreement, the Company risks
13 not being able to reliably meet the needs of its customers served off the G-
14 System. In addition, without contracts with New England LDCs EMT will retire
15 and the region will lose its largest gas storage resource and the supply flexibility
16 only an LNG liquefaction plant in a demand center can provide. This would
17 further limit the supply options available to the Company for imported LNG. The
18 Company is not aware of any currently available options that would provide
19 comparable benefits and meet the Company's needs off Algonquin's G-System.
20 As noted above, due to Algonquin's nomination practice changes, the Company is
21 currently deficient in firm capacity entitlements at city gates served by

1 Algonquin’s G-System with that deficit increasing over time. Unless the
2 Proposed Agreement goes into service, the Company’s customers will be at a
3 heightened risk of supply reliability and penalties under Algonquin OFOs tied to
4 the G-System beginning in the winter of 2024-2025. This will also expose the
5 region to increased reliability risks as EMT will not be able to continue operations
6 without underlying agreements to support its operations.

7 **Q. Is the Proposed Agreement consistent with the Global Warming Solutions**
8 **Act (“GWSA”)?**

9 A. Yes. The Proposed Agreement will not lead to an increase in greenhouse gas
10 emissions. This agreement is necessary for the Company to supply the current
11 gas demand of its current customers on the G-System and comply with G-System
12 OFOs. The Proposed Agreement substitutes the existing capacity available at city
13 gates other than Attleboro and Taunton that will not satisfy a G-System OFO.
14 Therefore, the Company is replacing existing supply from which no additional
15 greenhouse gas emissions will result.

16 **Q. Did the Company consider the Department’s decision issued in D.P.U. 20-80?**

17 A. Yes. The DPU’s order outlines a framework where electrification will be the
18 dominant heating option in the future in Massachusetts. The Company is
19 committed to helping meet the decarbonization goals of the Commonwealth;

1 however, the scale and pace of electrification efforts will not be sufficient to
2 obviate the need for Proposed Agreement over the next six years.

3 **VIII. CONCLUSION**

4 **Q. Please summarize your recommendations.**

5 A. As explained in detail in my preceding testimony, the Proposed Agreement
6 represents the most viable alternative to meet the requirements of the Company's
7 resource portfolio and to serve the needs of its customers. The Department should
8 approve this agreement as being in the public interest.

9 **Q. Does this conclude your testimony?**

10 A: Yes, it does.

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES**

_____))
Petition of Eversource Gas Company of)
Massachusetts d/b/a Eversource Energy for)
Approval of Gas Supply Agreement with) D.P.U. 24-26
Constellation LNG, LLC, pursuant to G.L. c.)
164, § 94A)
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AFFIDAVIT OF ERIC B. SODERMAN

Eric B. Soderman does hereby depose and say as follows:

I, Eric B. Soderman, Director, for Eversource Energy Service Company, certify that the attached testimony and exhibits, filed on behalf of Eversource Gas Company of Massachusetts d/b/a Eversource Energy, which bear my name, were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury as of this 12th day of February 2024.


Eric B. Soderman

TRANSACTION CONFIRMATION

This will confirm the agreement reached on **February 8, 2024** between **CONSTELLATION LNG, LLC** ("Seller") and **EVERSOURCE GAS COMPANY OF MASSACHUSETTS D/B/A EVERSOURCE ENERGY** ("Buyer") (each individually a "Party" and collectively the "Parties") regarding the sale and purchase of natural gas in either vapor ("Vapor") or liquid ("LNG") form. All provisions contained or incorporated by reference in the NAESB-BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS dated as of July 10, 2020 between CONSTELLATION LNG, LLC and Eversource Gas Company of Massachusetts d/b/a Eversource Energy ("Base Contract"), as amended, will govern this Transaction Confirmation except as expressly modified herein. Any capitalized terms used herein and not defined shall have the meaning set forth in the Base Contract.

1. **Commercial Terms.** The "Commercial Terms" of this transaction are as set forth below:

Transaction Confirmation:	NSB24-108-01
Seller:	CONSTELLATION LNG, LLC 1310 POINT STREET 8TH FLR BALTIMORE, MD 21231
Buyer:	Eversource Gas Company of Massachusetts d/b/a Eversource Energy 800 Boylston Street, 17 th Floor Boston, MA 02199
Performance Obligation:	Firm (Variable) Gas and LNG
Definitions	<p>Buyer’s Final Regulatory Approval - means a Final Regulatory Approval applicable solely to Buyer.</p> <p>Buyer’s Initial Regulatory Approval – means an Initial Regulatory Approval applicable solely to Buyer.</p> <p>Conversion Factor (CF) – 0.293071 MWh/MMBtu.</p> <p>Conversion Rate (CR) – For a Pricing Date, the [REDACTED] [REDACTED] [REDACTED] [REDACTED]; provided that (i) if no such rate is announced on the Pricing Date, the next preceding published rate shall be deemed to be CR; and (ii) if such rate is no longer administered or is permanently discontinued, or otherwise becomes unreliable, the Parties shall in a commercially reasonable manner agree on a robust alternative transaction-based reference rate.</p>

	<p>Effective Date – means the date upon which the last of the initial Forward Sales Customers have received Final Regulatory Approvals.</p> <p>Final Regulatory Approvals – means a Regulatory Approval no longer capable of rehearing or appeal, without conditions or modifications unacceptable to such Forward Sales Customers and Seller.</p> <p>Forward Sales Volumes – Shall be defined a [REDACTED] and (ii) [REDACTED]</p> <p>Good Industry Practice - means standards, practices, methods and procedures conforming to applicable Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced LNG terminal operator engaged in a similar type of undertaking under the same or similar circumstances.</p> <p>Initial Regulatory Approvals – means any and all statutorily or regulatorily required approvals and/or authorizations from applicable regulators, including state public service commissions or state public utility commissions authorizing initial Forward Sales Customers to purchase and receive Gas and/or LNG under such transaction confirmation and to recover all of its costs incurred, in each case without conditions or modifications unacceptable to such Forward Sales Customers and Seller.</p> <p>Pricing Date – means every ICE report publication day on which the Delivery Month is the front month.</p> <p>TTF – means the unweighted average, rounded to two (2) decimal places, of TTF (USD ICE) for each Pricing Date.</p> <p>TTF (USD ICE) – means the product, rounded to two (2) decimal places, of (i) the Specified Price, expressed in EUR per MWh, for physical deliveries of natural gas [REDACTED] (ii) CF; and (iii) CR, in each case for a Pricing Date.</p> <p>Winter Delivery Season – November 1st up to and inclusive of March 31st of the following year.</p>
<p>A. Contract Term</p>	
<p>i. Contract Year(s):</p>	<ol style="list-style-type: none"> 1. June 1, 2024 – May 31, 2025 2. June 1, 2025 – May 31, 2026 3. June 1, 2026 – May 31, 2027 4. June 1, 2027 – May 31, 2028 5. June 1, 2028 – May 31, 2029 6. June 1, 2029 – May 31, 2030 <p>For avoidance of doubt, the Contract Term and any obligations pursuant to this Transaction Confirmation, including payment by Buyer to Seller of the Non-Commodity Demand Charge and the Commodity Demand Charge, shall not commence until such time as Buyer and Seller’s Conditions Precedent have been satisfied or waived. Notwithstanding the foregoing sentence, such Non-</p>

	<p>Commodity Demand Charges and Commodity Demand Charges shall commence and accrue from June 1, 2024 and shall be billed to Buyer once (i) all Conditions Precedent have been satisfied or waived, (ii) the Effective Date has occurred, and (iii) Seller is providing service hereunder. Buyer shall have no payment obligation under this Transaction Confirmation unless and until the Effective Date has occurred.</p>																					
<p>ii. Winter Delivery Season(s):</p>	<ol style="list-style-type: none"> 1. November 1, 2024 – March 31, 2025, 2. November 1, 2025 – March 31, 2026, 3. November 1, 2026 – March 31, 2027, 4. November 1, 2027 – March 31, 2028, 5. November 1, 2028 – March 31, 2029, 6. November 1, 2029 – March 31, 2030. 																					
<p>B. Maximum Daily Quantity</p>	<p>On any day during the applicable Winter Delivery Season, Buyer shall have the right, but not the obligation, to purchase on a Firm basis up to the Maximum Daily Quantity (“MDQ”) of Gas not to exceed the Maximum Seasonal Quantity (“MSQ”) of Gas as set forth below.</p> <p>The MDQ and MSQ can be called as either vapor or liquid as designated by Buyer at the same pricing terms and conditions, subject to the Maximum Liquid Daily Call restrictions below.</p> <table border="1" data-bbox="561 1018 1528 1392"> <thead> <tr> <th style="background-color: #4F81BD; color: white;">Winter Delivery Season</th> <th style="background-color: #4F81BD; color: white;">MDQ (MMBtu):</th> <th style="background-color: #4F81BD; color: white;">MSQ (MMBtu):</th> </tr> </thead> <tbody> <tr> <td>November 1, 2024 - March 31, 2025</td> <td>19,600</td> <td>882,000</td> </tr> <tr> <td>November 1, 2025 - March 31, 2026</td> <td>19,600</td> <td>882,000</td> </tr> <tr> <td>November 1, 2026 - March 31, 2027</td> <td>19,600</td> <td>882,000</td> </tr> <tr> <td>November 1, 2027 - March 31, 2028</td> <td>19,600</td> <td>882,000</td> </tr> <tr> <td>November 1, 2028 - March 31, 2029</td> <td>19,600</td> <td>882,000</td> </tr> <tr> <td>November 1, 2029 - March 31, 2030</td> <td>19,600</td> <td>882,000</td> </tr> </tbody> </table>	Winter Delivery Season	MDQ (MMBtu):	MSQ (MMBtu):	November 1, 2024 - March 31, 2025	19,600	882,000	November 1, 2025 - March 31, 2026	19,600	882,000	November 1, 2026 - March 31, 2027	19,600	882,000	November 1, 2027 - March 31, 2028	19,600	882,000	November 1, 2028 - March 31, 2029	19,600	882,000	November 1, 2029 - March 31, 2030	19,600	882,000
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November 1, 2029 - March 31, 2030	19,600	882,000																				
<p>C. Maximum Liquid Daily Call:</p>	<p>Within the Buyer’s Maximum Daily Quantity, the Buyer shall be able to call up to 50% as LNG at the truck loading flange of the Everett Marine Terminal. Any request by Buyer for liquid volumes above 50% of MDQ will be handled on a good faith effort basis by Seller.</p>																					
<p>D. Delivery Point(s) / MDQ’s</p>	<p>Seller is required to hold and maintain firm transportation contracts on Algonquin Gas Transmission (“AGT”) sufficient to deliver volumes up to the MDQs associated with the Vapor delivery points below. [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>																					

	<p>[REDACTED]</p> <p>Vapor:</p> <ul style="list-style-type: none">• [REDACTED] <p>Liquid:</p> <ul style="list-style-type: none">• The truck loading flange of the Everett Marine Terminal.
<p>E. Contract Price</p>	<p>Contract Price = Non-Commodity Demand Charge + Commodity Demand Charge + Commodity Rate + Firm Transportation Charge</p> <p>Non-Commodity Demand Charge: The Non-Commodity Demand Charge shall equal the Non-Commodity Demand Charge (\$/MMBtu) set forth [REDACTED] multiplied by the MSQ for the applicable Winter Delivery Season. Buyer shall pay the Non-Commodity Demand Charge in twelve (12) equal monthly installments during the applicable Contract Year.</p> <p>Non-Commodity Demand Charge True-Up: Seller agrees that all other agreements [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>For the avoidance of doubt, the Non-Commodity Demand Charge True-Up shall only apply upon satisfaction or waiver of the Condition Precedents contained herein.</p>

Most Favored Nations: In addition to the forgoing Non-Commodity Demand Charge True-Up, in the event that CLNG, Distrigas of Massachusetts LLC (“DOMAC”) or other CLNG affiliate [REDACTED]

[REDACTED]

[REDACTED] Within thirty (30) days from the end of each Contract Year of this Transaction Confirmation, Seller will provide to Buyer in writing [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED] which shall be certified by an officer of Seller.

Commodity Demand Charge: The Commodity Demand Charge shall equal the \$/MMBtu calculation set forth [REDACTED]) for each Winter Delivery Season. Buyer shall pay the Commodity Demand Charge in equal monthly installments during the applicable Winter Delivery Season.

Please note, subject to satisfaction all the Seller Conditions Precedent set forth below and prior to a given Winter Delivery Season, the Buyer may request in writing [REDACTED]

[REDACTED] Within five (5) Business Days of Seller’s receipt of such request, Seller will provide [REDACTED]

[REDACTED] a clear timeline for the actions required [REDACTED]
[REDACTED] Buyer shall have the right to determine whether to proceed [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Commodity Rate: For each MMBtu of Gas nominated by and delivered to Buyer during the Winter Delivery Season, Buyer shall pay to Seller a Commodity Rate per [REDACTED]

Firm Transportation Charges: Buyer shall reimburse Seller year-round for AGT transportation charges associated with its MDQ incurred by Seller to make delivery to Buyer on the AGT system at the Delivery Point(s) set forth herein, or at other locations agreed to by Buyer and Seller to the extent that such charges are not recovered by Seller by another means (e.g., inclusion in Non-Commodity Demand Charge, revenues received in exchange for release or assignment of AGT capacity consistent with the terms of this Transaction Confirmation). [REDACTED]

[REDACTED] Buyer shall be entitled to any refunds and credits received by Seller associated with the Firm Transportation Charges paid by Buyer under this Transaction Confirmation (e.g., rate case refunds, IT credits), and Seller shall remit payment to Buyer in an amount equivalent to such refunds or credits following receipt thereof by Seller.

i. Contract Price Table

Season:	MDQ (MMBtu):	MSQ (MMBtu):	Non-Commodity Demand Charge (\$/MMBtu):	Commodity Demand Charge (\$/MMBtu):	Commodity Rate (\$/MMBtu):
Winter 24/25	19,600	882,000	[REDACTED]	MSQ * [REDACTED]	[REDACTED]
Winter 25/26	19,600	882,000	[REDACTED]	MSQ * [REDACTED]	[REDACTED]
Winter 26/27	19,600	882,000	[REDACTED]	MSQ * [REDACTED]	[REDACTED]
Winter 27/28	19,600	882,000	[REDACTED]	MSQ * [REDACTED]	[REDACTED]
Winter 28/29	19,600	882,000	[REDACTED]	MSQ * [REDACTED]	[REDACTED]
Winter 29/30	19,600	882,000	[REDACTED]	MSQ * [REDACTED]	[REDACTED]

[REDACTED]



<p>Special Provisions:</p> <p>A. Credits for Inability to Deliver</p>	<p>1. Force Majeure - Notwithstanding the foregoing, if on any Day during any Winter Delivery Season Seller is unable due to Force Majeure to deliver any portion of the MDQ, then in addition to the claims and remedies available to Buyer under the Base Contract, Special Provisions or elsewhere in this Transaction Confirmation, for each such Day the Seller is unable to deliver due to Force Majeure, Seller shall refund to Buyer a pro rata portion of the demand charges through two credits:</p> <ul style="list-style-type: none">i. Non-Commodity Charge Force Majeure Credit, which will be calculated as the Non-Commodity Demand Charge (\$/Year) divided by the number of days in the Winter Delivery Period. Notwithstanding the foregoing, Seller shall not be obligated to pay any such credit for the first five (5) Days of any Force Majeure during each Winter Delivery Season.ii. Commodity Demand Charge Force Majeure Credit which, will be calculated as the Commodity Demand Charge (\$/Year) divided by the number of days in the Winter Delivery Period. <p>2. Unexcused Non – Delivery – Section 3.4 of the Special Provisions to the Base Contract shall not apply to this Transaction Confirmation, and the following shall apply in lieu thereof:</p> <p>3.4 The Buyer and Seller agree that in addition to the claims and remedies available to Buyer under the Base Contract, the Special Provisions or elsewhere in this Transaction Confirmation, if Seller or Buyer breaches a Firm obligation [REDACTED] [REDACTED] [REDACTED] [REDACTED], and such failure is not excused due to an event of Force Majeure or by the other party's failure to perform, then an Event of Default shall have occurred and the Non-Defaulting Party shall have the right, at its sole election, to immediately withhold and/or to suspend deliveries or payments with respect to this Transaction Confirmation upon Notice and/or to terminate and liquidate this Transaction Confirmation pursuant to the procedures set forth in Section 10.3. Solely with respect to the failure to perform a Firm obligation as set forth under this Section 3.4, in the event of any inconsistency between this Section 3.4 and the provisions of Section 10.2 and Section 10.3, the provisions of this Section 3.4 shall take precedence.</p>
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	<p>Notwithstanding the foregoing, if on any Day, for any reason other than Force Majeure and Transporter force majeure, Seller delivers less than [REDACTED] [REDACTED] in addition to the claims and remedies available to Buyer under the Base Contract, Special Provisions or elsewhere in this Transaction Confirmation, for each such Day of such failure to deliver Seller shall (i) refund to Buyer a pro rata portion of the Commodity Demand Charge, which shall be determined by multiplying the MMBtu quantity of Gas nominated by Buyer but not delivered by Seller on each such Day by the sum of the Non-Commodity Demand Charge (\$/MMBtu) and the Commodity Demand Charge (\$/MMBtu) [REDACTED].</p> <p>[REDACTED] The Firm Transportation Charge (\$/MMBtu) will be calculated by dividing the Annual Firm Transportation Charge by the MSQ. However, for the purposes of calculating the Contract Price under the NAESB Cover Standard the Contract Price will be the sum of the (i) Non-Commodity Demand (\$/MMBtu), (ii) the Commodity Demand Charge (\$/MMBtu), (iii) the Firm Transportation Charge, and (iv) the Commodity Rate (\$/MMBtu).</p> <p>3. Transporter Refunds - In addition to the foregoing, if Seller's failure to deliver is caused by an action or inaction of a Transporter, Seller shall refund to Buyer the portion of the Firm Transportation Charges attributable to the Gas nominated by Buyer but not delivered by Seller; <i>provided, however</i>, Buyer shall be entitled to such refund only if and to the extent that Seller receives a refund or reimbursement from the applicable Transporter resulting from such Transporter action or inaction.</p>
<p>B. Nominations/ Scheduling</p>	<p>Vapor: Seller will be responsible for sourcing supply and transport of Gas to Buyer's nominated Delivery Point(s). Buyer may request Seller to source supply from LNG inventory at the Everett Marine Terminal should the Buyer deem it necessary to ensure operating conditions are sufficient to reliably serve Buyer's customers and Seller shall deliver supply from LNG inventory at the Everett Marine Terminal unless Seller deems operational issues prevent Seller from doing so.</p> <p>Day-Ahead: Buyer shall notify Seller thereof no later than [REDACTED] Eastern Standard Time on the Day prior to flow for the next Gas Day(s) delivery. The default volume if no nomination is made by Buyer to Seller will be zero. Nominations are not required to be ratable over weekends and holidays. Buyer may call individual weekend days by the last ICE trading day prior to the weekend or holiday. "Holiday" shall mean any day that the Intercontinental Exchange ("ICE") designates as a holiday.</p> <p>Same Day and Intraday Changes: Buyer may make same day and intraday nominations and Seller shall use commercially reasonable efforts to accommodate same day and intraday nominations subject to pipeline tariff</p>

	<p>restrictions, delivery restrictions, operational constraints (e.g., minimum turn-down/flow requirements), curtailments or similar events by AGT, TGP, or the Everett Marine Terminal that prevent Seller from delivering such Same Day or Intraday Gas to Buyer.</p> <p>Hourly Shaping: Requests for hourly shaping must be coordinated and approved with the interstate pipelines. Seller will accommodate hourly shaping on a good faith effort subject to pipeline tariff restrictions, delivery restrictions, operational constraints (e.g., minimum turn-down/flow requirements), curtailments or similar events by AGT, TGP, or the Everett Marine Terminal.</p> <p>Liquid: All nominations for delivery of LNG to LNG Trucks shall be made by Buyer by providing notice to Seller not less than forty-eight (48) hours prior to the Gas Day on which delivery of the LNG is requested. Seller will, in good faith, work with Buyer to accommodate nominations made less than forty-eight (48) hours prior to the Gas Day. This is available twenty-four (24) hours a day and seven (7) days a week under all weather conditions, safety permitting.</p>
<p>C. Force Majeure</p>	<p>The Parties acknowledge and agree that Seller will source some or all Gas delivered hereunder from the Everett Marine Terminal under the terms of this Transaction Confirmation. As a result thereof, for this Transaction Confirmation, Section 11 of the Base Contract and any Special Provisions thereto shall be deleted in its entirety and the following inserted in lieu thereof:</p> <p>11.1 Except with regard to a Party's obligation to make payment(s) due under Section 7, Section 10.4 and any Force Majeure credits in this Transaction Confirmation, and Imbalance Charges under Section 4, neither Party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.</p> <p>11.2 Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe of a Transporter; (ii) weather related events, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or</p>

policy having the effect of law promulgated by a governmental authority having jurisdiction that prevents or prohibits a Party from performing its obligations under this Transaction Confirmation; (vi) explosions, breakage, or accident to machinery, equipment or lines of pipe at the Everett Marine Terminal; (vii) unplanned outages at the Everett Marine Terminal; (viii) an event qualifying as Force Majeure hereunder which prevents or impedes performance on the part of a third party supplying, transporting or delivering LNG to or on behalf of Seller (including LNG vessels), and (ix) any other cause, whether of the kind enumerated herein or otherwise that Seller could not with the exercise of due diligence have avoided that prevents Seller from receiving LNG supply and/or delivering Gas or LNG sourced from the Everett Marine Terminal. The party whose performance is prevented by Force Majeure shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3 Neither Party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) delay or inability to perform attributable to a Party's lack of preparation; (ii) a Party's failure to timely obtain and maintain all necessary rights, permits and approvals or qualifications (unless Seller's failure to obtain or maintain such rights, permits and approvals or qualifications is caused by the refusal of the applicable agency, authority or regulator to issue such rights, permits and approvals or qualifications despite Seller's or its affiliate's proper and timely pursuit of such consistent with Good Industry Practice) (iii) a failure to satisfy contractual conditions or commitments; (iv) lack of or deficiency in funding or other resources; (v) the Party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; and (vi) economic hardship, to include, without limitation, Seller's ability to sell Gas or LNG at a higher or more advantageous price than the Contract Price, and Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price. The Party claiming Force Majeure shall not be excused from its responsibility for any Imbalance Charges.

11.4 Notwithstanding anything to the contrary herein, the Parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the Party experiencing such disturbance.

11.5 The Party whose performance is prevented by Force Majeure must provide Notice to the other Party. Initial Notice may be given orally;

	<p>however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Such notice shall provide the details regarding the nature, extent and expected duration of the Force Majeure, its anticipated effect on the ability of such Party to perform obligations under this Transaction Confirmation, and the estimated duration of any interruption in service or other adverse effects resulting from such Force Majeure. Such notice shall be updated or supplemented to keep the other Party advised of the effect and remedial measures being undertaken to overcome the Force Majeure. Upon providing written Notice of Force Majeure to the other Party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas or LNG, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.</p> <p>11.6 (a) Either Party may terminate this Transaction Confirmation on written notice to the other Party, which shall be effective [REDACTED] after such notice is provided, if: (a) one or more events of Force Majeure prevent Seller from performing a substantial portion of its obligations hereunder for more [REDACTED]; or (b) one or more events of Force Majeure prevent Seller from performing a substantial portion of its obligations hereunder [REDACTED]</p> <p>(b) Either Party may terminate this Agreement on written notice to the other Party, which will be effective [REDACTED] after such notice is provided, if the Everett Marine Terminal is destroyed or rendered inoperable by a Force Majeure, and an independent, third-party engineer determines in writing that the Everett Marine Terminal cannot be repaired or replaced within [REDACTED]</p>
<p>D. Seller's Condition(s) Precedent</p>	<p>Seller's obligations are subject to the following conditions precedent:</p> <ol style="list-style-type: none">1. Seller shall have the right to terminate this Transaction Confirmation if (i) Seller has not entered into executed agreements with the initial Forward Sales Customers (including Buyer) for an average total Maximum Seasonal Quantity of [REDACTED]; (ii) Buyer has not received Buyer's Initial Regulatory Approval and all other such Forward Sales Customers have not received all Initial Regulatory Approvals by May 1, 2024; and (iii) Buyer has not satisfied or waived Buyer's Condition Precedent E.3 and all such other Forward Sales Customers have not satisfied or waived similar conditions precedent, as

applicable, [REDACTED]. Seller shall provide written notice to Buyer no later than May 30, 2024 as to whether such conditions precedent has been satisfied or waived, or whether Seller is terminating this Transaction Confirmation as a result of failure to satisfy or waive such conditions precedent.

2. Seller shall have the right to terminate this Transaction Confirmation effective sixty (60) Days after the Effective Date [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] in Seller's sole and absolute discretion. Seller shall provide written notice to Buyer no later than sixty (60) Days after the Effective Date as to whether such condition precedent has been satisfied or waived, or whether Seller is terminating this Transaction Confirmation as a result of failure to satisfy or waive such condition precedent. In the event Seller elects to waive this Condition Precedent 2, any change of law that impacts LNG supply costs will not be subject to passthrough to Buyer under the Change of Law Provisions.

3. Seller shall have the right to terminate this Transaction Confirmation [REDACTED]
[REDACTED] Seller's sole and absolute discretion, by no later than sixty (60) Days after the Effective Date. Seller shall provide written notice to Buyer no later than sixty (60) Days after the Effective Date as to whether such condition precedent has been satisfied or waived, or whether Seller is terminating this Transaction Confirmation as a result of failure to satisfy or waive such condition precedent.

4. Seller shall have the right to terminate this Transaction Confirmation [REDACTED]
[REDACTED]
[REDACTED] upon terms satisfactory to DOMAC in DOMAC's sole and absolute discretion no later than sixty (60) Days after the Effective Date. Seller shall provide written notice to Buyer no later than sixty (60) Days after the Effective Date as to whether such condition precedent has been satisfied or waived, or whether Seller is terminating this Transaction Confirmation as a result of failure to satisfy or waive such condition precedent.

5. Seller shall have the right to terminate this Transaction Confirmation [REDACTED]
[REDACTED]
[REDACTED]

	<p>[REDACTED] upon terms satisfactory to Seller in Seller's sole and absolute discretion by no later than sixty (60) Days after the Effective Date . Seller shall provide written notice to Buyer no later than sixty (60) Days after the Effective Date as to whether such condition precedent has been satisfied or waived, or whether Seller is terminating this Transaction Confirmation as a result of failure to satisfy or waive such condition precedent.</p>
<p>E. Buyer's Condition(s) Precedent</p>	<ol style="list-style-type: none"> <li data-bbox="565 426 1529 1283"> <p>1. Buyer Regulatory Approval: The obligations of the Parties to perform under this Transaction Confirmation are conditioned upon and will not become effective or binding until the Effective Date. Seller will use commercially reasonable efforts to coordinate with Buyer in support of the application for Buyer's Initial Regulatory Approval. The Transaction Confirmation may be terminated by Buyer upon five (5) Days' prior written notice in the event Buyer's Initial Regulatory Approval (which may be subject to rehearing or appeal) is not received by May 1, 2024, without liability as a result of such termination. Buyer shall provide such written notice to Seller no later than the earlier of (i) five (5) Business Days after issuance of Buyer's Initial Regulatory Approval or (ii) May 8, 2024. In the event Buyer's Initial Regulatory Approval is issued by [REDACTED], but is subject to rehearing or appeal, the Transaction Confirmation may be terminated by either party (i) in the event Buyer's Final Regulatory Approval is not received by [REDACTED], which date may be extended by mutual agreement, and/or (ii) Buyer's Final Regulatory Approval makes a material change to Buyer's Initial Regulatory Approval . For the avoidance of doubt, Seller shall have no obligation to accept any modification to the terms of this Transaction Confirmation set forth or contemplated in Buyer's Initial Regulatory Approval or a Buyer's Final Regulatory Approval, and shall have the right to terminate this Transaction Confirmation if Buyer's Final Regulatory Approval is not received by [REDACTED] [REDACTED]), by providing Buyer with prior written notice no later than forty-five (45) Days from [REDACTED]</p> <li data-bbox="565 1318 1529 1883"> <p>2. In the event Seller's Condition Precedent 1 has been satisfied or waived, but the Initial Regulatory Approval received by a Forward Sales Customer(s) other than Buyer is subject to rehearing or appeal, (i) neither Seller nor Buyer shall be obligated to perform their obligations hereunder until Seller has provided Buyer with written notice that such Forward Sales Customer(s) has received Final Regulatory Approval or that Seller is waiving such condition precedent; and (ii) this Transaction Confirmation may be terminated by Seller by prior written notice to Buyer in the event all Final Regulatory Approvals are not received by [REDACTED], and the Forward Sales Customer(s) and Seller have not mutually agreed to extend the deadline. To the extent that a Forward Sales Customer's Final Regulatory Approval results in a material modification of this Transaction Confirmation or approval that is conditioned upon a material modification of this Transaction Confirmation, Seller may terminate this Transaction Confirmation by providing Buyer with prior written notice no later than [REDACTED] from the earlier of (i) [REDACTED] deadline (as it may</p>

	<p>be mutually extended), or (ii) the date of issuance of such Final Regulatory Approval.</p> <p>3. This Transaction Confirmation will terminate if [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] by providing written notice to Seller no later than the Final Pricing Approval Date. Notwithstanding the foregoing, Buyer shall have the right to terminate this Transaction Confirmation if any of the pricing in the Contract Price Table is increased [REDACTED] [REDACTED]</p> <p>4. Buyer shall have the right to terminate this Transaction Confirmation [REDACTED] [REDACTED] [REDACTED] [REDACTED] Buyer shall provide written notice to Seller no later than ten (10) Days [REDACTED] [REDACTED] [REDACTED]</p>
<p>F. Credit Support</p>	<p>Per NAESB BASE CONTRACT and any Special Provisions. The Seller’s obligations under this Transaction Confirmation will be guaranteed by the guaranty provided by Constellation Energy Generation, LLC dated contemporaneously herewith (or as soon as reasonably practicable thereafter) in an amount [REDACTED].</p>
<p>G. Base Contract</p>	<p>Dated as of July 10, 2020 between CONSTELLATION LNG, LLC and EVERSOURCE GAS OF MASSACHUSETTS, as amended, will govern this Transaction Confirmation except as expressly modified herein.</p>
<p>H. Facility Condition/ Capability to Perform</p>	<p>The Facility shall be maintained and operated consistent with Good Industry Practice throughout the Delivery Term. Upon request, Seller shall provide Buyer with the public version of the semi-annual operating reports submitted by DOMAC to the Federal Energy Regulatory Commission relating to the condition of the Everett Marine Terminal. Seller will notify Buyer of any known operational issues that will materially impact Seller’s ability to provide service from the Facility under the terms of the Transaction Confirmation.</p>
<p>I. Assignment</p>	<p>Neither Party shall assign this Transaction Confirmation (or the Base Agreement, Special Provisions and LNG Annex applicable hereto), in whole or in part, without</p>

	<p>the other Party’s written consent, which will not be unreasonably withheld, conditioned or delayed; except that a Party may, without consent (i) pledge, encumber or assign this Transaction Confirmation or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements; (ii) assign this Transaction Confirmation to an affiliate if the affiliate’s creditworthiness is equal to or higher than that of the assigning Party; or (iii) assign this Agreement to any person or entity succeeding to all or substantially all of the assets of the assigning Party whose creditworthiness is equal to or higher than that of the assigning Party; provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions of this Transaction Confirmation. Any assignment without the requisite prior consent is void ab initio. All of the rights, benefits, liabilities, and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors and permitted assigns.</p>
<p>J. Change-in-Law</p>	<p>CLNG may pass through or allocate, as the case may be, to Buyer its pro rata share (determined by dividing each Customer’s remaining MSQ calculated from the date the Change In Law becomes effective through the remaining term of such Customer’s Transaction Confirmation by the total aggregate MSQ remaining for all Forward Sales Customers calculated from the date the Change In Law becomes effective through the remaining term of each Customer’s Transaction Confirmation) of any increase in CLNG or Everett Marine Terminal’s costs incurred by Seller or DOMAC related to the LNG, natural gas and related services sold or provided to Buyer that results from the implementation of new, or changes (including changes to transportation rates and delivery charges for LNG or natural gas) to existing Laws, or other requirements or changes in administration or interpretation of Laws or other requirements after the execution date of this Transaction Confirmation (“Change In Law”). “Law” means any federal, state or local law, rule, regulation, ordinance, statute, judicial decision, administrative order, pipeline or utility business practices or protocol, pipeline or utility tariff, or rule of any commission or agency with federal jurisdiction or jurisdiction or oversight over Seller, a Transporter, DOMAC, the Everett Marine Terminal, or a third party supplying, transporting or delivering LNG to or on behalf of Seller (including LNG vessels), but does not include changes in laws regarding income taxes, and laws imposing civil or criminal penalties. Within sixty (60) Days after the Change of Law that Seller anticipates will cause it or DOMAC, as owner and operator of the Everett Marine Terminal, to incur Compliance Costs, Seller shall provide written notice to Buyer of Buyer’s anticipated pro rata share of such costs. Such increased costs incurred by Seller or DOMAC shall be payable in equal monthly installments throughout the remainder of the Term and will be included in the monthly invoices to Buyer.</p> <p>The Parties agree that the costs the Forward Sales Customers shall be required to bear to comply with a Change in Law (“Compliance Costs”) in the aggregate</p>

	<p>throughout the Term will be capped at [REDACTED] (the “Compliance Cost Cap”). In the event and to the extent that the Compliance Costs exceed the Compliance Cost Cap, Seller shall bear [REDACTED] [REDACTED] in the aggregate (“Seller Compliance Cost Cap”).</p> <p>If the Compliance Cost Cap has been met, and Seller anticipates that (i) a Change in Law that has already occurred, or (ii) a new Change in Law, will cause it or DOMAC, as owner and operator of the Everett Marine Terminal, to incur Compliance Costs in excess of the Seller Compliance Cost Cap, Seller will have sixty (60) days from either the Compliance Cost Cap being met or the effective date of the new Change in Law (as applicable) to provide each Forward Sales Customer with written notice containing supporting information and an estimate of the expected annual Compliance Costs caused by the Change of Law. Within ninety (90) Days of such notice Buyer will respond in writing and either (a) request Seller to incur the Compliance Costs in excess of the Seller Compliance Cost Cap and commit to reimburse Seller for all such costs (subject to any required regulatory filings or approvals), or (b) inform Seller that it does not agree to reimburse Seller for such costs. If all of the Forward Sales Customers do not agree to reimburse Seller for such Compliance Costs that exceed the Seller Compliance Cost Cap or any required regulatory approvals are not received by all affected parties by the time that Seller’s Compliance Cost Cap is exceeded, Seller may terminate this Transaction Confirmation by providing at least ninety (90) Days’ written notice to Buyer.</p> <p>Seller and Buyer acknowledge that DOMAC plans to seek regulatory authorization to install compression equipment to mitigate its methane emissions by June 1, 2025. Should regulatory authorization not be obtained despite the exercise of commercially reasonable efforts, the methane regulations shall be considered a Change in Law as of June 1, 2025 governed by the Compliance Cost Cap and process outlined above. Seller and Seller’s affiliates will exercise commercially reasonable efforts to minimize the amount of any fees or charges incurred. Should those fees or charges exceed (or be anticipated to exceed) Seller’s Compliance Cost Cap, Seller shall have the right to terminate this agreement upon twelve (12) months’ prior written notice (provided that such termination shall not be effective prior to Seller’s Compliance Cost Cap being met or during the Winter Delivery Season). In the event of a termination by Buyer or Seller due to a Change In Law, neither Party will have any further liability to the other after the effective date of such termination, except for payment obligations accruing prior to such termination.</p>
<p>K. Conflicts</p>	<p>In the event of a conflict between the terms and conditions of this Transaction Confirmation and the terms and conditions of the Base Contract, the Special</p>


	Provisions, or the LNG Annex to the Base Contract, the terms and conditions of this Transaction Confirmation shall control.
L. Severance	If any provision of this Transaction Confirmation is, in whole or in part, found illegal or unenforceable by the MDPU or a court of competent jurisdiction, the remainder of the Transaction Confirmation shall continue in force. Upon issuance of such decision or ruling, the Parties shall meet as soon as practical to attempt to renegotiate the invalidated provision(s). If the Parties are unable to mutually agree upon a revised provision(s) within thirty (30) Days, either Party may terminate the Transaction Confirmation by providing written notice to the other Party within five (5) Days of the expiration of such negotiation period.

Please confirm that the foregoing correctly sets forth the terms and conditions of our agreement by returning via facsimile to the number 410-468-3540 to the attention of Operations Contract Administration.

We are pleased to have concluded this Transaction with you and look forward to your confirmation of this Transaction.

Regards,

CONSTELLATION LNG, LLC

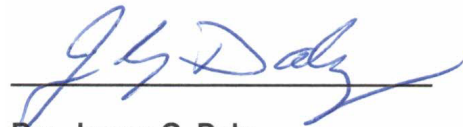


By: Ravi Ganti
Title: Vice President



ACKNOWLEDGED AND AGREED:

EVERSOURCE GAS COMPANY OF MASSACHUSETTS D/B/A EVERSOURCE ENERGY



By: James G. Daly
Title: Vice President, Energy Supply

EVERSOURCE GAS COMPANY OF MASSACHUSETTS d/b/a EVERSOURCE ENERGY
Typical Residential Heating Bill (R-3)

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<u>Residential Heating (R-3)</u>	Nov (1)	Dec (2)	Jan (3)	Feb (4)	Mar (5)	Apr (6)	May (7)	Jun (8)	Jul (9)	Aug (10)	Sep (11)	Oct (12)	Total Annual (13)	Total Peak (14)	Total Off-Peak (15)
Average Therms Use	96	150	180	155	134	77	40	21	20	20	22	50	965	792	173
Current Rates															
<u>Peak</u>															
Customer Charge	\$12.20	\$12.20	\$12.20	\$12.20	\$12.20	\$12.20	\$12.20						\$73.20	\$73.20	
Distribution Charge therms @ \$0.5853	\$56.19	\$87.80	\$105.35	\$90.72	\$78.43	\$45.07							\$463.56	\$463.56	
<u>Off-Peak</u>															
Customer Charge							\$12.20	\$12.20	\$12.20	\$12.20	\$12.20	\$12.20	\$73.20		\$73.20
Distribution Charge therms @ \$0.5853							\$23.41	\$12.29	\$11.71	\$11.71	\$12.88	\$29.27	\$101.26		\$101.26
Proposed Rates															
<u>Peak</u>															
Customer Charge	\$12.20	\$12.20	\$12.20	\$12.20	\$12.20	\$12.20	\$12.20						\$73.20	\$73.20	
Distribution Charge therms @ \$0.5853	\$56.19	\$87.80	\$105.35	\$90.72	\$78.43	\$45.07							\$463.56	\$463.56	
<u>Off-Peak</u>															
Customer Charge							\$12.20	\$12.20	\$12.20	\$12.20	\$12.20	\$12.20	\$73.20		\$73.20
Distribution Charge therms @ \$0.5853							\$23.41	\$12.29	\$11.71	\$11.71	\$12.88	\$29.27	\$101.26		\$101.26
Current Base Rate Amount	\$68.39	\$100.00	\$117.55	\$102.92	\$90.63	\$57.27	\$35.61	\$24.49	\$23.91	\$23.91	\$25.08	\$41.47	\$711.21	\$536.76	\$174.46
Proposed Base Rate Amount	\$68.39	\$100.00	\$117.55	\$102.92	\$90.63	\$57.27	\$35.61	\$24.49	\$23.91	\$23.91	\$25.08	\$41.47	\$711.21	\$536.76	\$174.46
Current Rates															
Cost of Gas Adjustment Factor (CGA)	\$0.7119	\$0.7119	\$0.7119	\$0.7119	\$0.7119	\$0.7119	\$0.2725	\$0.2535	\$0.2535	\$0.2535	\$0.2535	\$0.2535	\$608.44	\$563.82	\$44.62
Local Distribution Adjustment Factor (LDAF)	\$0.4339	\$0.4339	\$0.4339	\$0.4339	\$0.4339	\$0.4339	\$0.4339	\$0.4339	\$0.4339	\$0.4339	\$0.4339	\$0.4339	\$418.71	\$343.65	\$75.06
Revenue Decoupling Adjustment Factor (RDAF)	\$0.0475	\$0.0475	\$0.0475	\$0.0475	\$0.0475	\$0.0475	\$0.0879	\$0.0879	\$0.0879	\$0.0879	\$0.0879	\$0.0879	\$52.83	\$37.62	\$15.21
Proposed Rates															
Cost of Gas Adjustment Factor (CGA)	\$0.8278	\$0.8278	\$0.8278	\$0.8278	\$0.8278	\$0.8278	\$0.2725	\$0.2535	\$0.2535	\$0.2535	\$0.2535	\$0.2535	\$700.23	\$655.62	\$44.62
Local Distribution Adjustment Factor (LDAF)	\$0.4339	\$0.4339	\$0.4339	\$0.4339	\$0.4339	\$0.4339	\$0.4339	\$0.4339	\$0.4339	\$0.4339	\$0.4339	\$0.4339	\$418.71	\$343.65	\$75.06
Revenue Decoupling Adjustment Factor (RDAF)	\$0.0475	\$0.0475	\$0.0475	\$0.0475	\$0.0475	\$0.0475	\$0.0879	\$0.0879	\$0.0879	\$0.0879	\$0.0879	\$0.0879	\$52.83	\$37.62	\$15.21
Total Bill Impact															
Current	\$182.95	\$278.99	\$332.35	\$287.88	\$250.53	\$149.15	\$67.38	\$40.77	\$39.41	\$39.41	\$42.13	\$80.23	\$1,791.19	\$1,481.85	\$309.34
Proposed	<u>\$194.07</u>	<u>\$296.38</u>	<u>\$353.21</u>	<u>\$305.85</u>	<u>\$266.06</u>	<u>\$158.08</u>	<u>\$67.38</u>	<u>\$40.77</u>	<u>\$39.41</u>	<u>\$39.41</u>	<u>\$42.13</u>	<u>\$80.23</u>	<u>\$1,882.99</u>	<u>\$1,573.65</u>	<u>\$309.34</u>
Difference	\$11.12	\$17.39	\$20.86	\$17.97	\$15.53	\$8.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$91.80	\$91.80	\$0.00
% Change	6.1%	6.2%	6.3%	6.2%	6.2%	6.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	5.1%	6.2%	0.0%
Average monthly impact													\$7.65	\$15.30	\$0.00

Notes:
Cost of Gas Adjustment Factors reflect the last effective price for the month

NOTICE OF FILING AND PUBLIC HEARING

D.P.U. 24-27

February XX, 2024

Petition of NSTAR Gas Company d/b/a Eversource Energy, pursuant to G.L. c. 164, § 94A, for Approval of a gas supply agreement.

On February 12, 2024, NSTAR Gas Company d/b/a Eversource Energy (“Company”) filed a petition with the Department of Public Utilities (“Department”) seeking approval of a gas supply agreement (“Agreement”) with Constellation LNG, LLC pursuant to G.L. c. 164, § 94A. The Agreement is for a term of six years beginning June 1, 2024 and ending May 31, 2030. The Agreement provides a seasonal delivered supply service of up to provides for up to 15,000 Dth per day with a seasonal quantity of 450,000 Dth. The Company states that the Agreement will fill a portion of the Company’s existing gas supply needs. The Department has docketed this matter as D.P.U. 24-27.

The Department will conduct a public hearing using Zoom videoconferencing to receive comments on the Company’s petition. **The public hearing will be held on _____, 2024 at 2:00 p.m.** Attendees can join either session by entering the link, [LINK] from a computer, smartphone, or tablet. No prior software download is required. For audio-only access to the public hearing, attendees can dial in at [PHONE NUMBER] (not toll free) and then enter the Webinar ID: [ID].

The Department will accept written comments on the Company’s filing until the close of business (**5:00 p.m.**) on _____, 2024. Written comments from the public may be sent by email to dpu.efiling@mass.gov, the *Hearing Officer* at scott.seigal.@mass.gov and the Company’s attorneys, John K. Habib, Esq. at jhabib@keeganwerlin.com, Steven Frias, Esq. at sfrias@keeganwerlin.com@keeganwerlin.com. **Please note that in the interest of transparency any comments will be posted to our website as received and without redacting personal information, such as addresses, telephone numbers, or email addresses. As such, consider the extent of information you wish to share when submitting comments.** The Department strongly encourages public comments to be submitted by email. If, however, a member of the public is unable to send written comments by email, a paper copy may be sent to Mark D. Marini, Secretary, Department of Public Utilities, One South Station, Boston, Massachusetts, 02110.

Any person who desires to participate in the evidentiary phase of this proceeding must file a written petition for leave to intervene with the Department. Persons/entities who desire to participate in the evidentiary phase of this proceeding must file a written petition for leave to intervene with the Department not later than the close of business on _____, 2024: A petition for leave to intervene must satisfy the timing and substantive requirements of 220 CMR 1.03. Receipt by the Department constitutes filing and determines whether a petition has been timely filed. A petition filed late may be disallowed as untimely, unless good cause is shown for waiver under 220 CMR 1.01(4). To be allowed, a petition under 220 CMR 1.03(1) must satisfy the standing requirements of G.L. c. 30A, § 10. All responses to petitions to intervene must be filed by 5:00 p.m. on the second business day after the petition to intervene was filed.

All documents should be submitted to the Department in **.pdf format** by e-mail attachment to dpu.efiling@mass.gov, and to the Hearing Officer and Company's attorneys at the above email addresses. The text of the e-mail must specify: (1) the docket number of the proceeding (D.P.U. 24-25); (2) the name of the person or company submitting the filing; and (3) a brief descriptive title of the document.

All documents submitted in electronic format will be posted on the Department's website through our online File Room as soon as practicable (enter "24-26") at: <https://eeaonline.eea.state.ma.us/DPU/Fileroom/dockets/bynumber>. To the extent a person or entity wishes to submit comments or intervene in accordance with this Notice, electronic submission, as detailed above, is sufficient. To request materials in accessible formats for people with disabilities (Braille, large print, electronic files, audio format), please contact the Department's ADA coordinator at Gabriella.Knight@mass.gov.

For further information regarding the Company's filing, please contact the Company's attorney, identified above. For further information regarding this Notice, please contact *Scott Seigal, Hearing Officer*, Department of Public Utilities, at scott.seigal@mass.gov.