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April 16, 2024

BY ELECTRONIC DELIVERY ONLY

Scott Seigal, Hearing Officer
Massachusetts Department of Public Utilities
One South Station, 5th Floor
Boston, MA 02110

Subject: **D.P.U. 24-25** Petition of Boston Gas Company d/b/a National Grid for Approval of a Gas Supply Agreement with Constellation LNG, LLC, pursuant to G.L. c. 164, § 94A
 D.P.U. 24-26 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. 24-27 Petition of NSTAR Gas Company 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. 24-28 Petition of Fitchburg Gas and Electric Light Company d/b/a Unitil for Approval of a Gas Supply Agreement with Constellation LNG, LLC, pursuant to G.L. c. 164, § 94A
 Amicus Brief of Conservation Law Foundation

Dear Hearing Officer Seigal,

Attached hereto for filing in the above-referenced matters, please find Conservation Law Foundation's (CLF) Amicus Brief.

Thank you for your time and consideration of these matters.

Very truly yours,

A handwritten signature in black ink that reads "Priya Gandbhir".

Priya Gandbhir, Esq.
Senior Attorney

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES

Petition of Boston Gas Company
d/b/a National Grid for Approval of a
Gas Supply Agreement with Constellation
LNG, LLC, pursuant to G.L. c. 164 §94A

D.P.U. 24-25

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

Petition of NSTAR Gas Company
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Gas Supply Agreement with Constellation
LNG, LLC, pursuant to G.L. c. 164 §94A

D.P.U. 24-27

Petition of Fitchburg Gas and Electric Light
Company d/b/a Unutil for Approval of a
Gas Supply Agreement with Constellation
LNG, LLC, pursuant to G.L. c. 164 §94A

D.P.U. 24-28

INITIAL AMICUS BRIEF OF CONSERVATION LAW FOUNDATION

NOW COMES Conservation Law Foundation (“CLF”) and submits its Amicus Brief to the Massachusetts Department of Public Utilities (“DPU” or “Department”) in the matters pertaining to the Local Gas Distribution Companies’ (“LDCs” or “Companies”)¹ gas supply agreements with Constellation LNG, LLC (“Constellation”).

¹ The LDCs are: Boston Gas Company d/b/a National Grid, Eversource Gas Company of Massachusetts d/b/a Eversource Energy, NSTAR Gas Company d/b/a Eversource Energy, and Fitchburg Gas & Electric Light Company d/b/a Unutil.

FACTS

1. Everett Marine Terminal (“EMT”) is a liquefied natural gas (“LNG”) facility located in Everett, Massachusetts.²
2. Almost all census blocks in Everett and surrounding municipalities include environmental justice populations as defined under Massachusetts law.³
3. EMT came under Constellation’s ownership on October 1, 2018.⁴
4. EMT is the primary source of fuel for Mystic Generating Station (“Mystic”), which operates two gas-fired generation facilities pursuant to a Cost-of-Service Agreement (“Mystic COS Agreement”) with New England’s regional electric grid operator (Independent System Operator New-England or “ISO-NE”).⁵
5. The Mystic COS Agreement expires on May 31, 2024; prior to the initiation of the present matters, it was anticipated that EMT would cease operations when the Mystic COS Agreement expired.⁶
6. On October 15, 2021, National Grid issued a Request for Proposals (“RFP”) to “gas marketers, producers, portable project operators and pipeline developers, to solicit proposals so that it may continue to safely and reliably meet a portion of its peak day requirements beginning with the winter of 2024/25[.]”⁷; National Grid “received several

² Constellation Energy, “Everett LNG Facility” available at: <https://www.constellationenergy.com/our-company/locations/location-sites/everett-lng-facility.html>

³ 2021 Mass. Acts Chapter 8; Massachusetts 2020 Environmental Justice Populations (updated 2022), available at: <https://mass-coeca.maps.arcgis.com/apps/webappviewer/index.html?id=1d6f63e7762a48e5930de84ed4849212>.

⁴ See “Everett LNG Facility”, supra.

⁵ See, e.g. Kiger, Miles, “FERC Alters Mystic’s Cost-of-Service Agreement; Commissioner Glick Dissents Again” (Jan. 13, 2021) available at: <https://www.jdsupra.com/legalnews/ferc-alters-mystic-s-cost-of-service-5098015/>

⁶ Johnson, Bob, “Closing of Everett Terminal: Navigating New England’s Gas Supply Challenges” (Dec. 6, 2023), available at: <https://stanwichenergy.com/insights/closing-of-everett-terminal-navigating-new-englands-gas-supply-challenges#:~:text=Timeline%20for%20the%20terminal's%20closure,in%20alleviating%20regional%20gas%20constraints..>

⁷ D.P.U. 24-25 Exh. NG-Agreement-1 at 32 of 47.

proposals, including an offer from Constellation.”⁸

7. On October 22, 2021, EGMA issued a “‘Regional Supply RFP’ [...] to survey supply options for its potential peak season requirements[.]” to which Constellation (and others) responded.⁹
8. On October 22, 2021, Eversource issued a “‘Regional Supply RFP’ [...] to survey supply options for its potential peak season requirements[.]” to which Constellation (and others) responded.¹⁰
9. On May 17, 2023, Unitil “received a sample indicative offer from Constellation” which led to the creation of Unitil’s gas supply agreement with Constellation; one day later the first meeting between Unitil and Constellation occurred.¹¹
10. On February 9, 2024, National Grid filed a Petition for Approval of a Gas Supply Agreement with Constellation LNG, LLC pursuant to M.G.L. c. 164 (“National Grid’s Petition”); National Grid’s Petition was docketed at D.P.U. 24-25.
11. On February 12, EGMA filed a Petition for Approval of a Gas Supply Agreement with Constellation LNG, LLC pursuant to M.G.L. c. 164 (“EGMA’s Petition”); EGMA’s Petition was docketed at D.P.U. 24-26.
12. On February 12, Eversource Energy filed a Petition for Approval of a Gas Supply Agreement with Constellation LNG, LLC pursuant to M.G.L. c. 164 (“Eversource’s Petition”); Eversource’s Petition was docketed at D.P.U. 24-27.

⁸ *Id* at 33.

⁹ D.P.U. 24-26 Information Request Response DPU-EGMA-1-3 at 1 of 3.

¹⁰ D.P.U. 24-27 Information Request Response DPU-NSTAR-1-3 at 1 of 3.

¹¹ D.P.U. 24-28 Information Request Response AG-1-13 at 1 of 3.

13. On February 16, Unitil filed a Petition for Approval of a Gas Supply Agreement with Constellation LNG, LLC pursuant to M.G.L. c. 164 (“Unitil’s Petition”); Unitil’s Petition was docketed at D.P.U. 24-28.
14. Approval of the LDCs’ Petitions would result in EMT remaining open for six additional years and in gas rate increases of up to 7%.¹²
15. On February 23, 2024, Hearing Officer Seigal of the DPU issued a Procedural Notice and Ground Rules for the four proceedings (D.P.U. 24-25, D.P.U. 24-26, D.P.U. 24-27, and D.P.U. 24-28), as well as an Order of Notice and Notice of Filing, Public Hearing, and Request for Comments; the latter document set forth a deadline of March 11, 2023 for interested parties to submit petitions to intervene.
16. On February 23, 2024, the Department issued an Order Establishing a Tiering and Outreach Policy in D.P.U. 21-50-A “Notice of Inquiry by the Department of Public Utilities on its own Motion into procedures for enhancing public awareness of and participation in its proceedings[.]” which defined, in part, “Tier 1” proceedings – i.e. highly impactful proceedings meriting expanded outreach and procedure – as having “a significant geographic-specific impact on an EJ population that is not shared by the rest of the service territory.”¹³

STANDARD OF REVIEW

The standard of review for approval of gas supply agreements is consistency with the public interest.¹⁴ To demonstrate that an acquisition of gas supply, or gas capacity, is consistent with the public interest, a local gas distribution company (“LDC”) must prove that the

¹² See, e.g. D.P.U. 24-26 Exh. EGMA-EBS-1 at 25 of 32.

¹³ D.P.U. 21-50-A Order Establishing Tiering and Outreach Policy at 5.

¹⁴ Commonwealth Gas Company, D.P.U. 94-174-A at 27 (1996).

procurement is both consistent with the company's portfolio objectives and compares favorably to the range of alternative options reasonably available to the company at the time of the acquisition or contract renegotiation.¹⁵

The Department's authority to grant or deny approval of an agreement to procure incremental resources should not be exercised in a vacuum.

[A]t least in the field of administrative law, ... law and politics are ineluctably connected, in that it is impossible for courts to develop legal doctrine without a set of political assumptions to guide them, and that it is ultimately impossible to evaluate the merits or demerits of aggressive judicial review (or any regime of judicial review) without also invoking some set of political assumptions.¹⁶

Key to determining whether the LDCs have met their burden of demonstrating that these gas supply agreements are consistent with the public interest is consideration of the context in which their approval is sought. This means that, given the current landscape of law and policy regarding energy regulation, the Department should review the instant petitions in light of efforts to enhance public procedure, reform utility rate structures, and advance Massachusetts climate policy. In addition to maintaining consistency with the Commonwealth's general climate policy landscape, the Department must recall that it is explicitly required to prioritize impacts of its decision-making for environmental justice populations, including low- and moderate-income communities, and advancement of Massachusetts' GHG emissions goals.¹⁷

ARGUMENT

I. The Companies Have Failed to Demonstrate that the Agreements Favorably Compare to Reasonably Available Alternatives

a. *The Companies Failed to File These Petitions in a Timely Manner*

¹⁵ D.P.U. 94-174-A at 27.

¹⁶ Glicksman & Schroeder, "EPA and the Courts: Twenty Years of Law and Politics," 54 Law & Contemp. Probs. 4 (Autumn 1991), at 250.

¹⁷ Wasser, Miriam, "What You Need to Know About the New Mass. Climate Law" (Mar. 26, 2021) available at: <https://www.wbur.org/news/2021/03/26/new-mass-climate-law-faq>.

As demonstrated above, three of the four LDCs¹⁸ involved in the present matters began negotiations for their gas supply contracts with Constellation LNG, LLC in the fall of 2021. It has been well-known since at least early 2021 that Mystic’s COS Agreement would end in May of 2024.¹⁹ The Department’s decision regarding approval of the gas supply agreements at issue in the instant proceedings will determine whether EMT will continue to operate once Mystic’s COS Agreement expires. The LDCs and their counterparty Constellation, owner of EMT, must have been aware of the timeline associated with operation and closure of EMT; nevertheless, they chose an effective date of May 1, 2024 for their gas supply agreements. Whether the negotiations for these contracts had concluded long before these filings were made in mid-February 2024 or immediately before, the parties to the agreements could have chosen an effective date that allowed for thorough and effective review of the gas supply agreements and their impacts. The LDCs’ actions historically and in the present matters clearly indicate that these companies see themselves as above regulatory oversight. The LDCs’ actions in failing to negotiate contract terms that allow for effective review of their merits demonstrate a deliberate attempt to circumvent regulatory process and place their own business needs above the interests of their customers and Massachusetts residents as a whole. Lopsided procedural characteristics, which often give preference to private utility company interests, can be detrimental to agency process.²⁰ Without question, the LDCs have designed the procedural schedule in the present matters to secure their interests above those of the public, including their own customers.

b. The LDCs Failure to File in a Timely Manner Results in an Inadequate Filing and Insufficient Record that Hampers Review of Their Petitions

¹⁸ The fact that Unital’s contract negotiations did not begin until May 2023 does not impact the underlying issue of whether EMT should remain open.

¹⁹ See Miles Kiger “FERC Alters Mystic Cost-of Service Agreement”, supra.

²⁰ Hempling, Scott, *Preside or Lead? The Attributes and Actions of Effective Regulators*, 2nd Ed. (2013) at 92.

As noted above, the LDCs, like all other participants in New England’s gas and electric systems, should have been aware that EMT would close at the conclusion of Mystic’s COS Agreement with ISO-NE. As the witnesses sponsored by the Massachusetts Attorney General’s Office (“AGO”) provide:

EMT has long played an important role in the New England gas system. As early as 2008, the LDCs knew, or should have known, that EMT might shut down (see Figure 1813 below). However, the LDCs chose to wait until 2020/2021 to evaluate potential alternatives. By this time, it was too late for the LDCs to consider alternatives that were of sufficient size and provided similar reliability benefits as EMT. Further, the LDCs started negotiations with EMT for the Agreements in 2021 (and 2023 in case of Unitil) and the contracts were just signed and filed with the Department in February 2024—leaving the Department and stakeholders in the unfortunate position of having just three months to review these Agreements, without which there may be significant and immediate reliability concerns of meeting demand as soon as this coming winter.²¹

The LDCs assert in their petitions that these Agreements will serve as a bridge to Massachusetts’ clean energy future. Indeed, they allege they are willing and cooperative participants in the Commonwealth’s energy transition. Their actions in negotiating these agreements and filing these petitions contradict their hollow words. “While the LDCs evaluated alternatives to the Agreements, they offer no plans, strategies, or alternatives to mitigate or eliminate the need for EMT. This suggests that, if allowed, the LDCs will continue to rely on EMT for the foreseeable future.”²² In fact, even as the LDCs willingly took years to negotiate the agreements in question, they have failed to show that they adequately considered alternatives before asserting that these procurements are favorable in comparison.

a. The Companies Have Not Demonstrated that they Adequately Considered Electrification as an Alternative to these Gas Supply Agreements

As described below, Massachusetts is moving toward its clean energy future by focusing

²¹ Exh. AG-MLTF-1 at 51

²² Exh. AG-MLTF-1 at 53

on electrification of the building and transportation sectors; accordingly, forecasting of gas supply needs that assume increases in gas consumption in the Commonwealth year over year are unreasonable. Massachusetts homeowners are electrifying at accelerating rates, thanks largely to federal and state financial incentives, but also because of their desire to avoid air contaminants emitted by combusting gas in the home and to reduce their GHG emissions footprints. The LDCs wrongfully assume in their forecast and supply planning that gas consumption will increase year over year despite Massachusetts' efforts to decarbonize,²³ basing their calculations on assumptions that oil and propane customers will transition to gas, failing to consider requirements of Massachusetts Global Warming Solutions Act ("GWSA").²⁴ As the testimony of the AGO's witnesses notes, these assumptions are faulty.

Boston Gas' argument ignores the possibility that customers could instead convert to cleaner forms of energy, like electricity, rather than to natural gas. The incremental GHG emission reduction benefits of switching from oil to gas will be insufficient to meet sectoral emission sublimits in the long term. Massachusetts recognizes that deep decarbonization efforts, such as electrification and energy efficiency, are needed to meet GWSA requirements, and it is implementing various measures to support electrification.²⁵

Only Eversource considered electrification of demand as an alternative²⁶, but the company failed to elucidate why it determined that electrification was not viable; accordingly, they, like National Grid, have not demonstrated that the procurements of gas supply at issue in these proceedings are the best reasonably available alternative. This error is compounded by assertions that the gas supply agreements are meant to serve growing demand from existing customers; oil and propane customers who may transition to gas are not existing LDC customers.

II. Approval of the Agreements Will Result in Undue and Disproportionate Burden on Massachusetts Gas Ratepayers

²³ See CLF Comments in LDC Forecast & Supply Planning Proceedings, e.g. D.P.U. 23-125.

²⁴ 2008 Mass. Acts Ch. 298.

²⁵ Exh. AG-MLTF-1 at 59-60.

²⁶ Exh. AG-MLTF-1 at 46.

a. The Costs to Gas Ratepayers of Entering into these Agreements are Disproportionate from the Alleged Benefits

The Companies have not demonstrated that the costs to customers associated with these gas supply agreements are justified by the purported benefits. The AGO's witnesses in these matters assessed the total costs of the agreements as follows:

As shown, the \$946 million in total costs equates to a cost of roughly \$55/MMBtu for the 17 Bcf of gas that can be provided under the four Agreements in aggregate. Note that these per MMBtu cost calculations assume that all 17 Bcf of gas (across the four Agreement[s]) is actually delivered. If lower amounts are delivered, then the per MMBtu costs of the Agreements will be higher . . . because the fixed costs in the Agreements are spread over less volume.²⁷

The financial effect of these agreements on customers is nearly \$1 billion over the course of 6 years, with a cost of at least \$55/MMBtu, assuming the maximum quantity of gas contemplated under these agreements is purchased. However, although there is no guarantee that customers will actually use all – indeed, any – of this gas, customers are locked into the majority of costs, namely the Non-Commodity Demand Charges and the Commodity Demand Charges arising under these agreements, which account for about 90% of the total costs of these agreements, or over \$850 million. As the AGO's witness found:

These Agreements are essentially option [contracts and] do not guarantee that gas consumption will increase. But even if ... the LDCs do not need to exercise the options under these contracts because they ultimately reduce their gas demand ... the Agreements will lock in customer costs in the form of Non-Commodity Demand Charges and Commodity Demand Charges. That is, a large majority of costs under these Agreements (approximately 90 percent) are fixed; meaning they are unrelated to the gas volumes ultimately delivered, so customer costs will increase regardless of whether GWSA requirements are met by reduced gas consumption.²⁸

²⁷ Exh. AG-MLTF-1 at 35.

²⁸ Exh. AG-MLTF-1 at 63.

By entering into these agreements, the Companies are putting ratepayers on the hook for gas they may or may not use and at rates that cannot be fully vetted; “the Agreements do not provide any transparency into Constellation’s upstream LNG supply costs, which means Constellation may have the ability to build in a markup above its own cost of procuring and transporting LNG cargoes to Everett. The LDCs will have no way of knowing whether Constellation’s upstream contracting costs are similar to the result of the pricing formula in the Agreements, or whether Constellation is over-recovering its costs.”²⁹ This differs from the agreement with Mystic which clearly defined gas pricing.

b. The LDCs’ Petitions Damage the Department’s Efforts to Ease Energy Burdens for Massachusetts Residents

On January 4, 2024, the Department opened an inquiry into energy affordability in Massachusetts,³⁰ asking for public input on how current energy rate structures impact Massachusetts residents and what changes should be made to ease this burden. Simultaneously, Massachusetts electric distribution companies (“EDCs”) have been involved in lengthy and involved procedures for their Electric Sector Modernization Plans (“ESMPs”)³¹, in which they seek approval for plans to make significant investments in electric infrastructure in anticipation of increased load and demand as Massachusetts works toward its electrified future. The electric arms of both National Grid and Unitil currently seek approval of increases in their base distribution rates, citing the need for additional electric infrastructure to drive forward Massachusetts’ electrification goals.³²

While Massachusetts ratepayers struggle to afford to heat and power their homes, forcing

²⁹ Exh. AG-MLTF-1 at 28.

³⁰ MA D.P.U. 24-15, Vote and Order Opening Inquiry, available at: <https://fileservice.eea.comacloud.net/FileService.Api/file/FileRoom/1839500>.

³¹ See D.P.U. 24-10, D.P.U. 24-11, D.P.U. 24-12.

³² See D.P.U. 23-80, D.P.U. 23-150.

customers to pay for a resource that they may or may not use is unconscionable and ill-advised. In its review of the present matters, the Department needs to seriously consider whether squandering almost \$1 billion of ratepayer money on an option contract for gas that the Commonwealth may or may not use is the best course of action for Massachusetts residents. Indeed, the short-sighted actions of the LDCs in these matters vastly undercut efforts to ensure energy rates in Massachusetts are reasonable. A major component of effective rate reform will be holistic planning that contemplates not only short-term needs but also long-term goals and advances the Commonwealth's necessary transition from heating with delivered fuels to electrification. The Department's role in the energy transition is critical to coordinating between gas and electric planning and ensuring that as customers transition to electrified heating, investments in gas infrastructure wind down in a timely and organized manner.

c. Low-Income Ratepayers will be Disproportionately Burdened by the Costs Arising from these Agreements

In their petitions for approval of gas supply agreements with Constellation, the LDCs note that these contracts will result in increased gas bills for their customers.³³ As gas costs increase, the wealthy will make the move to electrification, leaving low- and moderate-income ratepayers to foot the bill for these contracts. Even with financial incentives to electrify in place, there are up-front costs associated with installing new technologies and updating appliances that can be prohibitively expensive for people who are not able to save money due to high energy costs, or who may need to prioritize other expenses such as medical expenses or paying off debts. Any ill-thought-out investments in energy supply and infrastructure, including spending that is not guaranteed to yield significant benefits for Massachusetts ratepayers, are therefore unreasonable.

III. The Companies Have Not Demonstrated that These Agreements Will Advance MA's GHG Emissions Goals

³³See, e.g. D.P.U. 24-26 Exh. EGMA-EBS-1 at 25 of 32.

a. Massachusetts Law and Policy Requires a Transition Away from Fossil Fuel Resources including Liquefied Natural Gas

Massachusetts law requires the Department to ensure a necessary energy supply for the Commonwealth at the lowest possible cost.³⁴ Historically, this has been interpreted to mean ensuring a supply of gas at the lowest possible cost. As Massachusetts moves toward its clean energy future, the time is ripe to revise this interpretation to align with the current trajectory of climate and energy law and policy in the Commonwealth. The Department must anticipate that over the next decades, the usefulness of pipeline gas as an energy resource in the Commonwealth will steadily decrease and conduct supply planning accordingly.

Massachusetts climate law and policy has been strengthened significantly over the past years, including the enactment of An Act to Create a Next-Generation Roadmap for Massachusetts Climate Policy (“Roadmap Law”), under which the Commonwealth is mandated to achieve net-zero GHG emissions, or an 85% reduction below 1990 emissions levels, by the year 2050.³⁵ The Roadmap Law requires the Department to evaluate not only safety, security, reliability of service, and affordability, but adds consideration of equity and reductions in greenhouse gas (“GHG”) emissions to meet statewide GHG emissions limits to the DPU’s priorities.³⁶

In December 2020, Massachusetts’ Executive Office of Energy and Environmental Affairs (“EEA”), in collaboration with Massachusetts Department of Environmental Protection (“MassDEP”) and Massachusetts Department of Energy Resources (“DOER”) released its 2050

³⁴ M.G.L. c. 164, § 69I.

³⁵ 2021 Mass. Acts Chapter 8.

³⁶ *Id.*

Decarbonization Roadmap,³⁷ as well as its Interim Clean Energy and Climate Plan (“CECP”) for 2030.³⁸ A final Clean Energy and Climate Plan for 2025 and 2030 was released on June 30, 2022 and included sublimits by sector for the first time as required by the Roadmap Law.³⁹ In the summer of 2022, Massachusetts enacted *An Act Driving Clean Energy and Offshore Wind*, which is focused on developing wind and solar energy and, among other changes, requires the Department to adjudicate before approving any utility actions proposed in DPU 20-80 under the banner of the “Future of Gas”.⁴⁰

In December 2023, the DPU issued an Order in the Future of Gas proceeding (“20-80-B Order”), which sets forth a regulatory framework that yields important guidance for review of forecast and supply planning. For example, the 20-80-B Order concludes that hydrogen and biomethane (also known as “renewable natural gas”) resources require additional review before integration can be reviewed and approved, and further instructs that the financial burden of these studies should not fall to ratepayers.⁴¹ The 20-80-B Order also requires all LDCs in the Commonwealth to prepare demonstration projects under which a portion of their gas pipeline service territory would be decommissioned and electrified.⁴² Additionally, the Massachusetts Department of Environmental Protection (“MassDEP”) has set forth a framework for a Clean Heat Standard (“CHS”) in the Commonwealth, which will ultimately provide financial and policy mechanisms encouraging a transition from resources such as gas, oil and propane, to

³⁷ Mass. Exec. Office of Energy and Env’t. Affairs, Massachusetts’s 2050 Decarbonization Roadmap (2020), available at <https://www.mass.gov/doc/ma-2050-decarbonization-roadmap/download>.

³⁸ Mass. Exec. Office of Energy and Env’t. Affairs, Clean Energy and Climate Plan for 2030 (2020), Available at <https://www.mass.gov/doc/interim-clean-energy-and-climate-plan-for-2030-december-30-2020/download>

³⁹ Mass. Exec. Office of Energy and Env’t Affairs, Massachusetts Clean Energy and Climate Plan for 2025 and 2030 (Jun. 30, 2022); available at: <https://www.mass.gov/doc/clean-energy-and-climate-plan-for-2025-and-2030/download>.

⁴⁰ 2022 Mass. Acts. Chapter 179.

⁴¹ D.P.U. 20-80-B Order at 82-85.

⁴² D.P.U. 20-80-B Order at 87.

electrified heating.⁴³ MassDEP is currently engaging stakeholders in its development of a CHS.

IV. The LDCs Poorly Timed Filing Undercuts the Department's Efforts to Ensure Just Outcomes through Enhanced Public Participation

On April 16, 2021, the DPU opened an Inquiry into procedures for enhancing public awareness of and participation in its proceedings, in which it sought to “explore avenues to increase both the visibility of our public notices and public and stakeholder involvement in our proceedings.”⁴⁴ Since then, the Department has provided several opportunities for feedback on its policies and procedures regarding public engagement in DPU proceedings, including multiple opportunities to submit written comments and hosting roundtables and other convenings to foster dialogue between the public, interested parties, and the utilities. As noted above, the Department determined that proceedings which have a “significant geographic-specific impact on an EJ population that is not shared by the rest of the service territory” merit expanded public outreach.⁴⁵ The instant proceedings have a clear geographic-specific impact on the environmental justice community of Everett, as well as its neighbors, as approval would result in the continued operation of a fossil-fuel facility directly in their midst. Because the timing of these proceedings did not allow for expanded public engagement, such as providing notices to customers that the gas supply agreements would be under review at the DPU and that approval would result in – yet another – increase in customers’ bills, it is vital that as many perspectives as possible are included in review of the LDCs’ Petitions.

CONCLUSION

Key to a clean, equitable energy future in Massachusetts is the ability of the Department

⁴³ Mass. Dept. of Env’tl Prot., Clean Heat Standard (2024), available at: <https://www.mass.gov/info-details/massachusetts-clean-heat-standard>.

⁴⁴ D.P.U. 21-50, Vote and Order Opening Inquiry.

⁴⁵ D.P.U. 21-50-A Order, *supra*.

to exercise discretion over utility planning to protect consumers from unnecessary spending. In this instance, the LDCs have failed to demonstrate that the gas procurements at issue are in the public interest, especially because they have failed to adequately consider alternatives to expanding gas supply options, namely electrification. Massachusetts is significantly ramping up electrification of its buildings and transportation sectors, which will naturally result in a decrease in consumption of distributed gas over time.

WHEREAS the LDCs have failed to adequately consider alternatives to these agreements and have accordingly not shown that they are in the public interest, CLF respectfully requests that the Department DENY the Companies' petitions for approval of agreements to purchase gas supply from Constellation LNG, LLC.

Respectfully submitted on this 16 day of April, 2024,

BY:

CONSERVATION LAW FOUNDATION

By its attorney:



Priya Gandbhir

Conservation Law Foundation

62 Summer Street

Boston, MA 02110

Phone: 617-850-1777

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES

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CERTIFICATE OF SERVICE

I, Priya Gandbhir, hereby certify that I have served true copies of the foregoing on the Service

List for the above-captioned proceeding as required by 220 CMR 1.00, et seq.

[Signature page follows]

Respectfully submitted on this 16th day of April 2024,

BY:

CONSERVATION LAW FOUNDATION

By its attorney:

A handwritten signature in cursive script that reads "Priya Gandbhir".

Priya Gandbhir

Conservation Law Foundation

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Phone: 617-850-1777