

BEFORE THE UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

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Tennessee Gas Pipeline Company, LLC ) Docket No. CP19-7-000  
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**REPLY OF THE PIPE LINE AWARENESS NETWORK  
FOR THE NORTHEAST, INC. TO THE JUNE 25, 2019 RESPONSE  
OF BAY STATE GAS COMPANY d/b/a COLUMBIA GAS OF MASSACHUSETTS**

The Pipe Line Awareness Network for the Northeast, Inc. (“PLAN”) hereby replies to the June 25, 2019 response (the “CMA Response”) filed by Bay State Gas Company d/b/a Columbia Gas of Massachusetts (“CMA”) in this docket. CMA misapprehends or intentionally misrepresents PLAN’s position on the issue of excess capacity embodied in the above-captioned Tennessee Gas Pipeline Company, LLC (“TGP”) 261 Upgrade Projects (the “Projects”).

**I. Reply**

1. CMA’s smokescreens are disappointing and distracting. CMA oversimplifies PLAN’s position by claiming that we argue that “there is no need for the 261 Upgrade Projects.”<sup>1</sup>

2. Regarding PLAN’s objection to the 17,000 Dth/d Looping Project, CMA asserts that “[t]he increase at CMA’s Agawam POD would ... be only 5,000 Dth, and not 17,000 Dth.”<sup>2</sup> This sleight of hand does not withstand scrutiny.

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<sup>1</sup> CMA Response at para. 4. CMA refers to PLAN’s reliance on “various comments purportedly made by CMA Officials” but does not deny that these comments were in fact made by said individuals.

<sup>2</sup> *Id.* at para. 6.

3. PLAN does not dispute that “[t]he 261 Upgrade Projects include only 5,000 Dth of additional capacity *to serve Holyoke*.”<sup>3</sup> However, CMA seeks to explain away the other 11,800 Dth/d of capacity that its West Springfield pipeline project (the “Alternate Backfeed”) relies upon as merely a shifting of delivery points,<sup>4</sup> even though the 11,800 Dth/d that CMA would move from Agawam to the Holyoke Gas & Electric (“HG&E”) meter does not yet exist. That capacity would be created by building the Looping Project. As articulated in an internal HG&E email, **“If CMA can’t move the gas from Agawam for us, the new TGP contract volumes would be stranded in Agawam but so would CMA’s new TGP volumes.”**<sup>5</sup>

4. CMA’s insistence that “The Looping Project is not dependent upon the Alternate Backfeed”<sup>6</sup> misses the point: the Alternate Backfeed is dependent upon the Looping Project, and **without the Alternate Backfeed, the portion of the Projects that was designed to support the Alternate Backfeed cannot be justified.**

5. Please note that HG&E and TGP amended their 5,000 Dth/d contract earlier this year<sup>7</sup> to extend HG&E’s right to terminate the contract, without liability, if the

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<sup>3</sup> *Id.*

<sup>4</sup> “If the Alternate Backfeed project were to go forward, it would incorporate an exchange of capacity between CMA and Holyoke of some 11,800 Dth. Holyoke would move 11,800 Dth of capacity from its existing point of delivery (“POD”) with Tennessee to CMA’s Agawam POD, while CMA would move an equivalent amount of capacity from its Agawam POD to its Northampton POD. The increase at CMA’s Agawam POD would therefore be only 5,000 Dth, and not 17,000 Dth, as PLAN contends.” CMA Response at para. 6.

<sup>5</sup> Aug. 31, 2018 email from Timothy Shannon, Attachment A hereto, obtained via the Massachusetts Public Records Law on June 20, 2019 (emphasis added).

<sup>6</sup> CMA Response at para. 7.

<sup>7</sup> See Amendment, Attachment B hereto, obtained via the Massachusetts Public Records Law on June 20, 2019.

Alternate Backfeed has not received state siting board approval by December 31, 2019. CMA has not petitioned for such approval. Once the December 31, 2019 date has passed, HG&E will have until January 14, 2020 to walk away from its TGP agreement.

6. CMA asserts: “CMA contracted for 58,700 Dth of additional capacity at Agawam, as well as a minimum delivery pressure of 300 psig (which PLAN fails to mention).”<sup>8</sup> In fact, we said in our June 10, 2019 comments that CMA’s engineer, David Mueller, was not certain whether “the increased pressure from [the] HP Replacement Project may be able to provide the minimum delivery pressure of 300 psig provided for in the CMA Contract.”<sup>9</sup>

7. An independent engineering analysis would provide the Commission the information it requires to determine whether any portion of the Looping Project’s capacity is needed to achieve the minimum delivery pressure that CMA has contracted for. The Looping Project should be eliminated or minimized in accordance with the outcome of such an analysis.

8. PLAN acknowledges that “45,500 Dth/d”<sup>10</sup> was a typo in our June 10th comments. The accurate figure is 45,400 Dth/d - referring to TGP’s contractual

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<sup>8</sup> CMA Response at para. 7.

<sup>9</sup> Quoting June 10, 2019 PLAN comments (paraphrasing Mr. Mueller’s oral statements).

<sup>10</sup> Para. 7 of the CMA Response states, “In its efforts to negate the need for Tennessee’s proposed ‘Looping Project’ at Agawam, PLAN presents several numbers, the source of which is unknown. Those numbers include “45,500 Dth/d” of “contractual obligations.” All of the numbers provided in our June 10, 2019 comments have footnotes indicating their sources, except for two: (1) 63% subscribed capacity, which we arrived at through division, and (2) “more than 55,000 Dth/d of additional capacity” from the HP Replacement Project, which we arrived at through addition.

obligations with HG&E (5,000 Dth/d) and CMA (40,400 Dth/d) that TGP claims as evidence of demand for the Looping and HP Replacement Projects.

9. CMA disputes<sup>11</sup> PLAN's assertion that delivery to the Longmeadow Meter Station "is intended to be a substitute for (or alternative to) delivery to Agawam." Yet CMA itself has explained of its planned 200 psi pipeline that would extend from the Longmeadow Meter Station: "The new system as designed when operating at full capacity **will provide the backbone infrastructure to supply gas to the majority of Springfield City and the surrounding communities**, thus reducing or eliminating the risk created by the total reliance on the existing single feed of the bridge crossing."<sup>12</sup> In other words, Springfield and Longmeadow currently receive almost all of their gas from Agawam; Longmeadow would be an alternative point of delivery for the majority of this gas.

10. Despite CMA's aspersions, PLAN is **not** arguing against some degree of system redundancy. Instead, we are pointing out that the rush towards the particular meter station solution chosen by TGP violates NEPA and the Commission's regulations in terms of segmentation.

## II. Conclusion

WHEREFORE, for the foregoing reasons and as further set forth by PLAN in this docket, PLAN respectfully reiterates our request that the Commission: (1) deny the Looping Project based on lack of need, as well as unjustifiable use of eminent domain and avoidable environmental impacts; (2) immediately declare that the Longmeadow Meter

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<sup>11</sup> CMA Response at para. 8.

<sup>12</sup> CMA Response to AG 3-2 in DPU Docket No. 17-172, p.2, attached hereto as Attachment C and available at <https://fileservice.eea.comacloud.net/FileService.Api/file/FileRoom/9167224> (emphasis added).

Station is part of the 261 Upgrade Projects, as TGP itself advertised last year; and (3) conduct further environmental review of the Longmeadow Meter Station and HP Replacement Project, including site visits, and a robust alternatives analysis that includes siting alternatives for a substation, to the extent that a new substation would be needed as part of an electric motor driven HP replacement option.

Respectfully submitted,

**PIPE LINE AWARENESS NETWORK  
FOR THE NORTHEAST, INC.**



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June 28, 2019

**From:** Timothy Shannon/Holyoke G&E  
**To:** Kate Sullivan/Holyoke G&E@Holyoke G&E, James Lavelle/Holyoke G&E@Holyoke G&E

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**Date:** Friday, August 31, 2018 11:33AM  
**Subject:** TGP/CMA Call

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There wasn't much on the conference call this morning

TGP was not shocked about the MEPA decision announced this week and acknowledged they didn't have a health report for the new compressor operations. They feel they are still "OK" in the process but didn't talk time lines.

TGP meet with the Attorney/President of the Longmeadow Country Club over various layout options and said it was a cordial meeting but did not give a real indication of the LCC's position.

TGP is surveying in Agawam and working with the Conn Comm there and the Mayor continues to be supportive.

CMA did not report anything on the conference call but Mike Kane and I had a short call before hand. I had called Mike a few weeks ago to feel them out about schedule for the new lines and the capital work that CMA & HG&E need to do. Mike reported that he talked to Steve Bryant and that Steve had concerns with committing any capital for next year based on where TGP is at this point. Their current design is based upon TGP's Agawam looping and CMA has not gone to siting board yet for the West Springfield line. Their original intent was to go to Siting Board late 2017 early 2018 but have not based on the progress of TGP.

I suggested to Mike that HG&E and GMA have a side meeting/call without TGP to discuss the up coming deadlines. HG&E can terminate the the new transportation Agreement with TGP, with no penalties, if CMA does not have Siting Board approval for the West Springfield line by 3/29/2019. It does not appear likely they will meet this deadline so HG&E could lose a potential escape from the TGP contract. If CMA can't move the gas from Agawam for us, the new TGP contract volumes would be stranded in Agawam but so would CMA's new TGP volumes.

Mike agreed that it made sense for us to huddle up and possibly discuss options in the case of the TGP line failing so he will reach out to Steve Bryant.

Tim

Timothy J. Shannon  
Superintendent - Gas Division  
City of Holyoke Gas & Electric Dept.  
Phone (413) 536-9346  
Fax (413) 536-9315

**AMENDMENT No. 1 TO  
GAS TRANSPORTATION AGREEMENT**

This Amendment No. 1 ("Amendment"), dated as of March 11, 2019, is made to that certain Gas Transportation Agreement entered into by and between Tennessee Gas Pipeline Company, L.L.C. ("Transporter") and City of Holyoke Gas and Electric Department ("Shipper") executed on August 3, 2017 (the "Agreement"). Transporter and Shipper are collectively referred to herein as the "Parties."

**WHEREAS**, Transporter and Shipper have entered into the above-referenced Agreement; and

**WHEREAS**, Transporter and Shipper now wish to amend the Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, Transporter and Shipper agree to amend the Agreement as follows:

1. Effective as of the date hereof, the Agreement is hereby changed and amended by replacing the dates "March 29, 2019" and "April 12, 2019" in Section 17.3 of Article XVII with the dates "December 31, 2019" and "January 14, 2020" respectively.
2. Except as amended herein, the Agreement shall otherwise remain unchanged and shall continue in full force and effect.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date hereinabove written.

[Signature Page Follows]

**TENNESSEE GAS PIPELINE COMPANY,  
L.L.C.**

Signature: Kimberly S. Watson

Name: Kimberly S. Watson TS

Title: President

**CITY OF HOLYOKE GAS AND ELECTRIC  
DEPARTMENT**

Signature: James M. Lovelle

Name: James M. Lovelle

Title: GM

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF PUBLIC UTILITIES

RESPONSE OF COLUMBIA GAS OF MASSACHUSETTS TO THE  
THIRD SET OF INFORMATION REQUESTS FROM THE ATTORNEY GENERAL

Responsible: Michael D. Anderson, Director Supply Development

- AG-3-2: Refer to Exh. CMA/MDA-2, at pp. 6-7. Please provide the following:
- a. a summary of any gas infrastructure that the Company is responsible for constructing and operating with respect to the Precedent Agreement between Tennessee and the Company;
  - b. a map depicting the location(s), length, diameter, maximum allowable operating pressure and operating pressure of any Company owned pipe or other gas infrastructure related to this precedent agreement;
  - c. approvals by FERC, the Department, or any other relevant federal, state regulatory body authorizing construction and operation of any Company facilities;
  - d. if there are presently no FERC or any other regulatory final approvals for the construction and operation of this infrastructure, provide the docket number and a summary of the status, and an estimated time for approval for these facilities, estimated in service date for these facilities; and
  - e. an estimate of costs related to the construction and operation of these Company owned facilities.

Response:

- a. The Company is responsible for construction of only those ancillary facilities necessary to interconnect the new point-of-delivery (POD) designated as West Longmeadow, as described in Exhibit CMA/MDA-2 at pp. 6-7, with its own distribution system. In consideration for supplying gas through the West Longmeadow POD, Tennessee will provide the following equipment:
  - Fittings, valve and connecting piping to Tennessee Gas Pipeline's Line-200.
  - Measurement, Communications and SCADA equipment
  - Station piping
  - Gas quality instrumentation

The Company is responsible for providing the following equipment at the proposed West Longmeadow POD:

- Pressure regulation into the Company's distribution system, including over pressure protection
- Station piping and ancillary equipment such as heaters, odorization equipment and Company-owned SCADA and communications equipment.

- Interconnecting piping from the POD outlet to the Company's distribution system.

Currently, there are approximately 55,000 existing customers in the cities of Springfield, Chicopee, and Longmeadow that are served from the Agawam POD, located on the western side of the Connecticut River. Gas service to this area is provided exclusively from the Agawam POD through a single pipeline attached to the Memorial Ave Bridge that connects the cities of West Springfield and Springfield.

The proposed POD will provide a number of customer benefits primarily in terms of reliability, safety, environmental impact and growth. The key benefits are summarized as follows:

- Reduction of the environmental effects attributed to natural gas emissions and improvement of public safety by supporting the replacement of leak prone pipe as defined by the Gas System Enhancement Program ("GSEP").
- Diversification of supply points to the area on both sides of the Connecticut River will improve reliability by reducing the risk of widespread outages due to disruption of a single source of supply.
- Deliver the gas supply, as described in Exhibit CMA/MDA-2, needed for both existing and forecasted future customer demand.

Improvements to the distribution system include installing between 18,000 and 20,000 feet of 12" and 16" cathodically protected coated steel pipe designed to ultimately operate at 200 psig. This line will connect the new POD to the input of the Company's large diameter 10 psig cast iron loop that supplies gas to the majority of the City of Springfield and the surrounding communities. The new system as designed when operating at full capacity will provide the backbone infrastructure to supply gas to the majority of Springfield City and the surrounding communities, thus reducing or eliminating the risk created by the total reliance on the existing single feed of the bridge crossing. Moreover, the new infrastructure will support the replacement of the large diameter leak prone cast iron loop system and the associated leak prone bare steel and cast iron distribution system in the City of Springfield covered under the Company's GSEP.

Development of the described project will proceed in two phases. The first phase is designed to immediately deliver the benefits of the additional 6,000 dth per day described in Exhibit CMA/MDA-2 at page 8. Phase I will include construction of the West Longmeadow POD and approximately 15,000 to 18,000 feet of 16" cathodically protected coated steel pipe, operating at 99 psig and connecting the new POD to the existing large diameter cast iron loop system at the Forest Glen regulator station. The additional supply delivered through the West Longmeadow POD and associated piping will immediately begin providing the benefits described and configure the distribution system

pipe to deliver the full reliability and GSEP support benefits and leak prone pipe replacement benefits once the project is totally completed.

Phase II will include replacing approximately 3,200 feet of 12" cathodically protected coated steel pipe between the Forest Glen regulator station and the Bliss St. regulator station. Upon completion of construction, the Company will uprate the operating pressure of the new system from 99 psig to 200 psig that is necessary to provide the system capacity needed to realize the total reliability and GSEP support benefits described above.

At this point, only the initial engineering planning and high level cost estimating for the facilities described herein is complete, so a high degree of detail is not available at this time. More rigorous engineering design, construction planning, siting and cost estimating will commence after approval of this precedent agreement.

- b. The map provided in Attachment AG-3-2 shows the proposed sites for the West Longmeadow POD and proposed routes for the piping that will interconnect the proposed point-of-delivery with the Company's distribution system.
- c. For the proposed Company infrastructure previously described, no FERC approval is necessary. Pursuant to the approval of this precedent agreement, the Company will commence with Phase I of the improvement project, described in subpart (a) above. No additional federal or state regulatory approvals are needed to complete Phase I. Phase II will require approval from the Massachusetts Energy Facility Siting Board necessary to complete construction and uprate the operating pressure to the proposed 200 psig.
- d. As mentioned in subpart (c), until approval of this precedent agreement is received no subsequent filings will be made. Completion of Phase I is planned to coincide with the November 1, 2019 West Longmeadow commencement date specified in Exhibit CMA/MDA-2 at page 8. Completion of Phase II is planned for between 2020 and 2021 after receiving approval from the Energy Facility Siting Board.
- e. The initial estimated engineering cost of Phase I is approximately \$16,000,000. The estimated engineering cost of Phase II is approximately \$4,000,000. The total estimated engineering cost of the combined phases is approximately \$20,000,000. In comparison, the next best option involves increasing the capacity of the existing East Longmeadow POD and installing approximately 29,000 feet of 16 inch cathodically protected coated steel main operating at 200 psig, which will cost approximately \$25,000,000 to \$30,000,000. No incremental costs to the total company operating and maintenance budget are anticipated.



**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served the foregoing document, by electronic mail, upon each person designated on the service list compiled by the Secretary in this proceeding.

Dated at Ashby, Massachusetts, this 28th day of June, 2019.

A handwritten signature in black ink, appearing to be 'Cathy Kristofferson', with a horizontal line extending to the right from the end of the signature.

Cathy Kristofferson