

110 FERC ¶ 61,262  
UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Pat Wood, III, Chairman;  
Nora Mead Brownell, Joseph T. Kelliher,  
and Suedeem G. Kelly.

Boston Edison Company

Docket No. EL02-123-006

ORDER ON COMPLIANCE FILING

(Issued March 8, 2005)

1. On September 21, 2004, the Commission issued an order in Docket No. EL02-123-003, *et al.*:<sup>1</sup> (1) denying rehearing of an order issued on June 2, 2004 (June 2 Order),<sup>2</sup> and (2) requiring Boston Edison Company (Boston Edison) to file a second, revised compliance filing stating rates, terms and conditions for local network service (LNS) to the Towns of Wellesley (Wellesley) and Concord (Concord), Massachusetts (September 21 Order). On October 21, 2004, Boston Edison filed its second, revised compliance filing, as supplemented in Boston Edison's rehearing request filed on the same date.

2. Contemporaneous with this order, the Commission is issuing an order in Docket No. EL02-123-005, *et al.*, granting and denying rehearing of the September 21 Order.<sup>3</sup> This order requires Boston Edison to file, within 30 days of the date of issuance of this order, a third, revised compliance filing that incorporates revisions conforming to our order in Docket No. EL02-123-005, *i.e.*, full LNS charges for load greater than use rights and other revisions stated in this order.

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<sup>1</sup> *Boston Edison Co.*, 108 FERC ¶ 61,276 (2004).

<sup>2</sup> *Boston Edison Co.*, 107 FERC ¶ 61,248 (2004) *affirming Boston Edison Co.*, 104 FERC ¶ 63,031 (2003).

<sup>3</sup> *Boston Edison Co.*, 110 FERC ¶ 61,261 (2005).

## I. Background and Prior Orders

3. Restated NEPOOL Agreement (RNA) section 16.3 provides that

Each Participant which owns transmission facilities other than PTF shall provide service over such facilities to other Participants or other Eligible Customers connected to the Transmission Provider's transmission system pursuant to a tariff (a 'Local Network Service tariff') filed by the Transmission Provider with the Commission.<sup>4</sup>

Part II of the currently effective NEPOOL Open Access Transmission Tariff (OATT) requires Boston Edison to provide LNS during and after the six-year transition period that ended on February 28, 2003 under rates, terms, and conditions stated in Boston Edison's OATT and a service agreement.<sup>5</sup>

4. The June 2 Order required Boston Edison to file a compliance filing that included elements stated in Ordering Paragraph (B) for LNS service (briefly, acknowledging a direct contract connection to PTF, authorizing phase-down billings, prohibiting any additional LNS charge from the date of issuance of the June 2 Order, and incorporating Transmission Service Agreement (TSA) Appendices A,<sup>6</sup> including the All Requirements Agreement (ARA) definition of delivery point, and B<sup>7</sup> for Wellesley's delivery point access.) On July 2, 2004, Boston Edison filed its first compliance filing.

5. The September 21 Order accepted the July 2 Compliance filing subject to certain revisions, most of which are not in dispute. The more important revisions that the September 21 Order required Boston Edison to reflect are, *inter alia*,

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<sup>4</sup> Sheet Nos. 207-08.

<sup>5</sup> First Revised Sheet No. 63.

<sup>6</sup> TSA Appendix A (Delivery Points) incorporates the Settlement's delivery points and the ARA Exhibit A definition of delivery point. The ARA Exhibit A definition of delivery point states

'Delivery Point' means BECO's transmission interconnections with [Wellesley] under which [Wellesley] will be deemed to be a 115 kV customer at NEPOOL PTF ('Pool Transmission Facilities') including, but not limited, as set forth in Appendix B, page 2 of the 1980 Settlement Agreement.

<sup>7</sup> TSA Appendix B lists Wellesley's subtransmission use rights facilities at specified stations and Wellesley's allocated share of capacity in those facilities.

- three distinct LNS rate periods, *i.e.*, Period A (August 20, 2002 to November 14, 2002) for the originally filed rates; Period B (November 15, 2002 to February 28, 2003) for RNA transitional rates; and Period C (March 1, 2003 and forward) at no additional charge after the RNA phase-out of LNS charges on February 28, 2003;
- no recovery of full LNS rates after the end of the 15-month refund period, *i.e.*, from February 15, 2004 through June 1, 2004; and
- no recovery of full LNS charges for load transmitted in excess of contract use rights.

## II. Boston Edison's October 21, 2004 Compliance Filing, Notice, and Responsive Pleadings

6. On October 21, 2004, Boston Edison made its second, revised compliance filing in Docket No. EL02-123-006, consisting of each Town's service agreement with Appendix A (specifications for LNS service) and Appendix B (application for LNS service). Notice of the compliance filing was published in the *Federal Register*, 69 Fed. Reg. 63,522 (2004), with interventions and protests due on or before November 12, 2004. On November 12, 2004, Wellesley filed a limited protest concerning provisions identifying stations connected to PTF through a 115 kV, non-PTF gap in transmission facilities. On November 29, 2004, Boston Edison filed an answer. On December 15, 2004, Wellesley filed a response, and on December 29, 2004, Boston Edison filed a further answer.<sup>8</sup>

7. On October 21, 2004, Boston Edison also filed in Docket No. EL02-123-005, a request for rehearing of the September 21 Order. Appendices A and B of its request for rehearing include alternative language for the Towns' service agreements in the event that the Commission should grant rehearing. For both Concord and Wellesley, Boston Edison's proposed to revise its compliance filing to provide for the recovery, from August 20, 2002, of full LNS charges for load in excess of use rights (a request granted in our contemporaneous order in Docket No. EL02-123-005, *et al.*). For Wellesley, Boston Edison proposed language in subsection (iv) to provide, after the RNA phase-out, for no additional charge "for its load at each such Station [Stations 292 and 148] up to its Use Rights" (a request determined to be moot in our contemporaneous order in Docket No. EL02-123-005, *et al.*).

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<sup>8</sup> These answers and responses will be rejected consistent with Rule 213(a)(2) of the Commission's Rules of Practice and Procedure. 18 CFR § 385.213(a)(2)(2004).

### **III. Discussion**

8. Boston Edison's October 21 Compliance filing generally incorporates the changes the Commission's September 21 Order required, but must be revised to reflect the revisions required by our contemporaneous order in Docket No. EL02-123-005, *et al.*, and other revisions. The same revisions must be made in both Wellesley's and Concord's agreements except as differences between the Towns warrant. Boston Edison's compliance language in its rehearing request providing for full LNS charges for load greater than use rights should be included. We will address the further revisions required in the October 21 Compliance filing in the discussion that follows.

#### **A. Rate Periods in Towns' Service Agreements (section 4)**

9. Boston Edison asserts that all the Commission need have done is to prescribe under section 206 one rate period prospectively from June 2, 2004 and to order refunds for the 15-month statutory refund period. We disagree; we note that more than the usual degree of complexity is presented in this proceeding. Thus, for clarity, section 4 of Wellesley and Concord's agreements should be revised to identify five discrete rate periods:

(A) August 20, 2002 through November 14, 2002;<sup>9</sup>

(B) November 15, 2002 through February 28, 2003;<sup>10</sup>

(C) March 1, 2003 through February 14, 2004;<sup>11</sup>

(D) February 15, 2004 through June 1, 2004;<sup>12</sup>

(E) prospectively from June 2, 2004.<sup>13</sup>

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<sup>9</sup> Period of rates before the 15-month refund period.

<sup>10</sup> Period of RNA transitional rates within 15-month refund period, and thus subject to RNA phase-out.

<sup>11</sup> Period after RNA phase-out within the 15-month refund period.

<sup>12</sup> Period of rates after the 15-month refund period and before the June 2 Order.

<sup>13</sup> Period of rates after the June 2 Order.

## **B. Revisions to Wellesley's Agreement**

10. The September 21 Order required Boston Edison to insert in Appendix A section 9 (iv) the Towns' respective capacity entitlements at all stations at which there are 115 kV, non-PTF facilities connecting a Town's use rights to PTF.<sup>14</sup> These would be the locations at which a Town had a direct contract connection to PTF for PTF transactions.

11. Boston Edison proposed in the first sentence in subsection (iii) to identify 56 MVA at Station 292, 20.4 MVA at Station 148, 9.8 MVA at Circuit 148-H1 (emergency use only), and 10.9 MVA at Circuit 433-H7 (emergency use only). Wellesley proposed alternative language only identifying Station 292 and deleting reference to PTF Station 148, which is not physically connected to use rights through 115 kV, non-PTF facilities, and to emergency use. Boston Edison agrees with Wellesley's suggestion to refer only to Station 292.<sup>15</sup> Boston Edison must revise its proposal to include only 56 MVA at Station 292. Wellesley proposes a new second sentence in subsection (iii) that would acknowledge that "Transmission Customer's other Use Rights capacities (as listed in TSA Appendix B) are directly connected to PTF." Wellesley's proposed sentence, however, is unnecessary in light of the revision this order requires to the first sentence of subsection (iii).

12. Because of our granting rehearing in our contemporaneous order in Docket No. EL02-123-005, *et al.*, to permit full LNS charges on load above use rights, we will also require Boston Edison to revise the second (and last) sentence in its subsection (iii) as shown in italics

After the RNA phase-out, the Transmission Customer should not be charged any additional charge for use of the Company's 115 kV, non-PTF transmission facilities *for its load up to Use Rights Capacities.*

13. Boston Edison's Attachments to compliance Appendix A identify the LNS delivery points. The first sentence in Attachment 1 provides that "Delivery Points for All Requirements Service pertaining to WMLP [the Transmission Customer] shall be those as set forth in TSA Appendix A and in Article 9(iv) of Appendix A." Since the compliance filing is an agreement for LNS, Attachment 1's reference to "All Requirements Service" should be deleted and replaced with "Delivery Points for *LNS.*"

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<sup>14</sup> September 21 Order at P 35.

<sup>15</sup> Boston Edison's comments (November 29, 2004).

The Commission orders:

Within 30 days of the date of issuance of this order, Boston Edison is hereby directed to file a revised compliance filing and incorporate the revisions required herein and in our order in Docket No. EL02-123-005, *et al.*

By the Commission.

( S E A L )

Linda Mitry,  
Deputy Secretary.