

146 FERC ¶ 61,077  
UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Cheryl A. LaFleur, Acting Chairman;  
Philip D. Moeller, John R. Norris,  
and Tony Clark.

Vineland Municipal Electric Utility

Docket No. EL14-8-000

v.

Atlantic City Electric Company, and  
PJM Interconnection, L.L.C.

ORDER ON COMPLAINT

(Issued February 10, 2014)

1. On November 1, 2013, Vineland Municipal Electric Utility (Vineland) filed a complaint, naming, as respondents, Atlantic City Electric Company (Atlantic City) and PJM Interconnection, L.L.C. (PJM). Vineland is a municipal utility that receives transmission service under the PJM tariff, subject to the terms of an Interconnection Agreement with Atlantic City.<sup>1</sup> For billing purposes by PJM, on Atlantic City's behalf, Atlantic City transmits to PJM certain load values and load adjustment information for Vineland, including a transmission loss factor, certain PJM-authorized adjustments, and since May 3, 2013 (and as relevant here), an additional load adjustment reflecting what Atlantic City refers to as "Unaccounted for Energy."<sup>2</sup> In its complaint, Vineland asserts that, under the Interconnection Agreement, it cannot be charged for Unaccounted for Energy.

---

<sup>1</sup> PJM FERC Electric Tariff, Sixth Rev. Vol. No. 1, Service Agreement No. 1670, available at: <http://elibrary.ferc.gov/idmws/common/OpenNat.asp?fileID=11374742>.

<sup>2</sup> The Unaccounted for Energy load adjustment is an adjustment made by Atlantic City that reconciles: (i) the sum of hourly customer loads within a given zone, as adjusted for transmission losses, with (ii) the PJM-determined hourly zonal load. See complaint at Attachment C (a notice issued to Vineland by Atlantic City's parent, Pepco Holdings Inc (PHI)) and Attachment E (a PHI Supplier Operating Manual dated July 5, 2013 (PHI Operating Manual)).

2. For the reasons discussed below, we agree with Vineland that there is no rate on file governing Unaccounted for Energy, and no other relevant commitment authorizing Atlantic City to adjust Vineland's loads for Unaccounted for Energy. Accordingly, we grant the complaint as to Vineland's claims against Atlantic City. We dismiss the complaint, as to PJM, on the grounds that PJM is not a party to the Interconnection Agreement. In addition, we direct Atlantic City to submit corrected load adjustment data to PJM for the relevant billing periods, within 30 days of the date that this proceeding becomes final. Upon receipt of Atlantic City's corrected load adjustments, we further direct PJM to recalculate and distribute corrected billing statements for the Atlantic City Zone and to file a refund report with the Commission within 30 days thereafter.

### **I. Background**

3. Vineland is a municipal utility serving the City of Vineland, New Jersey, located in the Atlantic City Zone within PJM. Pursuant to the Interconnection Agreement, Vineland's distribution system is physically interconnected with Atlantic City's distribution and transmission facilities. Atlantic City's transmission facilities comprise the Atlantic City Zone and are subject to PJM's operating agreements.

4. Vineland states that, for billing purposes, under the Interconnection Agreement, load calculations, as reported by Atlantic City to PJM, are made on an hourly interval-metered basis, subject to a loss factor.<sup>3</sup> By contrast, most of Atlantic City's retail customers are metered on a monthly basis, or are subject to maximum demand readings and monthly energy readings. For load calculation purposes, these retail customers are treated as a non-interval metered customers.

5. Article 10 of the Interconnection Agreement addresses metering and adjustments to metering. Vineland submits, however, that the Interconnection Agreement does not address or authorize an adjustment to Vineland's load for Unaccounted for Energy (which Vineland explains, in contrast, is a standard practice applicable to non-interval metered retail customers) and that Atlantic City made no such adjustment to Vineland's loads prior to the developments occurring in early 2013, as outlined below.

6. Vineland states that, on April 30, 2013, Atlantic City's parent corporation, PHI, provided notification that, effective May 3, 2013, an Unaccounted for Energy adjustment would be allocated to *all* customers served by Atlantic City, including both interval metered customers and non-interval metered customers. PHI's notice further claimed that while Unaccounted for Energy adjustments previously had been made to non-interval metered customers alone, an allocation to interval metered customers was also warranted

---

<sup>3</sup> Interconnection Agreement at section 9.2 (specifying a loss factor of 2.9520 percent).

to conform the billing practices followed by one of PHI's wholly-owned subsidiaries (i.e., by Pepco) to those billing practices followed by Atlantic City and another PHI subsidiary, Delmarva Power & Light Company. PHI's notice stated that additional information concerning this new adjustment could be found in the PHI Operating Manual, which would be available for review on Atlantic City's web site.<sup>4</sup>

7. Vineland states that it objected to Atlantic City's Unaccounted for Energy load adjustment in communications made to both Atlantic City and to PJM. Vineland asserts that, these objections notwithstanding, Atlantic City began allocating Unaccounted for Energy to Vineland's metered loads, beginning May 3, 2013. Vineland states that PJM, in turn, accepted Atlantic City's submittal of Vineland's adjusted loads and rendered bills to Vineland based on this data, beginning June 7, 2013.

8. In its complaint, Vineland objects to this new billing practice on the grounds that an Unaccounted for Energy charge is not authorized by the Interconnection Agreement, thus its collection violates the filed rate doctrine.<sup>5</sup> Vineland notes that, while section 10.1 of the Interconnection Agreement provides that billing amounts shall be "ascertained by means of meters," Atlantic City's Unaccounted for Energy adjustment is based, not on Vineland's metered load (a known quantity), but rather on an estimated load ratio basis.<sup>6</sup> Vineland also asserts that while, under section 10.3 of the Interconnection Agreement, metered loads may be adjusted for "other contractual obligations of the parties" and/or for "transmission losses as required," an Unaccounted for Energy adjustment does not fall within either of these narrow authorized adjustments.

9. In addition, Vineland asserts that it is not contractually obligated by (or subject to) the PHI Operating Manual, as Atlantic City claims, given that this manual addresses only PHI's implementation of retail access. Vineland asserts that the PHI Operating Manual describes a methodology for determining the load responsibility of retail suppliers providing energy and capacity to retail customers.

---

<sup>4</sup> See complaint at Attachment E. The PHI Operating Manual, by its terms, "describe[s] the procedures that [PHI] will use to derive certain load and energy accounting information associated with implementing retail access." *Id* at 4.

<sup>5</sup> Complaint at 10 (citing *AT&T v. Cen. Office Tel., Inc.* 524 U.S. 214, 222-24 (1998); *Arkansas La. Gas Co. v. Hall*, 453 U.S. 571, 577 (1981)).

<sup>6</sup> Vineland explains that Atlantic City relies on a PHI software program to produce Vineland's load ratio share, as part of a larger, zonal allocation that estimates how Atlantic City's non-interval metered loads are behaving during each hour of the day. See Vineland complaint at 6.

10. Vineland further argues that it is not contractually obligated by (or subject to) the PJM tariff provision on which Atlantic City relies,<sup>7</sup> a provision filed by PJM on Atlantic City's behalf (effective July 14, 2011), outlining Atlantic City's procedures for the determination of peak load contributions and hourly load obligations for retail customers. Vineland argues that Attachment M-2 applies to retail customer loads only. Vineland adds that a virtually identical version of Atlantic City's currently effective Attachment M-2 was placed into effect as of March 1, 2003, but that Atlantic City never previously relied upon it as a basis for applying an Unaccounted for Energy adjustment to Vineland.

11. Vineland further argues that the underlying provisions of Attachment M-2 are not addressed by (or incorporated by reference in) the parties' settlement agreement, in 2006, addressing Atlantic City's transmission formula rates and modifications to the Interconnection Agreement.<sup>8</sup> Vineland asserts that, while the Attachment M-2 submittals on file with the Commission for Commonwealth Edison and PSE&G make express reference to both wholesale and retail customer loads, Atlantic City's Attachment M-2 refers only to retail customer loads.

12. Vineland also argues that an Unaccounted for Energy charge cannot be collected under the guise of a separately-assessed "transmission loss," given that transmission losses are expressly addressed under article 9 of the Interconnection Agreement, entitled "Transmission Losses." Vineland asserts that while, the specified loss factor set forth in article 9 of the Interconnection Agreement may be modified by a revised loss factor

---

<sup>7</sup> See PJM Open Access Transmission Tariff (OATT) at Attachment M-2 (Atlantic City Electric Company Procedures For Determination of Peak Load Contributions and Hourly Load Obligations For Retail Customers), *available at*: PJM Interconnection, L.L.C., Intra-PJM Tariffs [OATT ATT M-2 \(AtlanticCi\)](#), [OATT ATTACHMENT M-2 \(Atlantic City Electric Co.\)1.0.0](#).

<sup>8</sup> Vineland notes that this settlement agreement was approved by the Commission in Docket No. ER05-1515-000, on April 19, 2006, and thus post-dates an identical provision to Atlantic City's currently effective Attachment M-2, a provision that became effective March 1, 2003. Vineland argues, however, that the settlement agreement makes no reference to the substance or applicability of Attachment M-2, or otherwise incorporates Attachment M-2 into the settlement agreement, or the Interconnection Agreement. Vineland further argues that while losses were a subject of dispute between the parties to the settlement agreement, there were no changes made to article 9 ("Transmission Losses").

implemented by PJM in its tariff, the Unaccounted for Energy charge at issue here, as sponsored only by Atlantic City, does not qualify as a PJM tariff revision.<sup>9</sup>

13. Finally, Vineland argues that there is no policy rationale that would support the imposition of an Unaccounted for Energy charge to an entity such as Vineland, even assuming that Atlantic City were permitted to do so under the Interconnection Agreement. Specifically, Vineland argues that because its load is fully metered on an hourly basis, its load measurements are not subject to the deviations present in Atlantic City's less precise load estimations for retail customers that are not hourly metered.

## **II. Notice of Filing and Responsive Pleadings**

14. Notice of the complaint was published in the *Federal Register*, 76 Fed. Reg. 36,103 (2013), with respondents' answers and interventions and protests, due on or before November 21, 2013. Respondents' each submitted timely-filed answers. In addition, Old Dominion Electric Cooperative (ODEC) timely filed a motion to intervene.

### **A. Atlantic City's Answer**

15. In its answer, Atlantic City argues that Vineland's complaint should be dismissed because Vineland failed to meet its burden of proof in this proceeding, under FPA section 206,<sup>10</sup> i.e., Vineland failed to show that an Unaccounted for Energy load adjustment, as applied by Atlantic City to Vineland's metered loads, results in unjust and unreasonable rates, or that the disallowance of this load adjustment would result in just and reasonable rates.

16. Atlantic City also argues that Vineland's filed rate doctrine argument must be rejected because the Interconnection Agreement does not expressly prohibit the application of an Unaccounted for Energy adjustment to Vineland's loads in addition to the application of a loss factor. Atlantic City asserts that, in fact, the Interconnection Agreement is silent with respect to load adjustments for Unaccounted for Energy and is also silent on the allocation of Unaccounted for Energy.

17. Atlantic City adds, however, that under section 10.3 of the Interconnection Agreement, adjustments to metered load are permitted to account for "other contractual

---

<sup>9</sup> Section 9.2 provides, in relevant part, that "[t]he [Atlantic City] loss factor is initially set at 2.9519% [provided that] if at any time in the future PJM implements PJM Tariff provisions to assess transmission losses, the terms of this Section 9.2 shall be superseded by the terms of the PJM Tariff."

<sup>10</sup> 16 U.S.C. § 824e (2012).

obligations of the parties.” Atlantic City argues that this provision authorizes a load adjustment to Vineland’s metered loads for Unaccounted for Energy, given Vineland’s asserted contractual obligations under: (i) Attachment M-2 of the PJM OATT; (ii) the PHI Operating Manual, and (iii) Atlantic City’s own obligation to PJM to allocate the entire load, including losses, within the Atlantic City Zone to all PJM load serving entities within the Atlantic City Zone, including the daily accounting of each load serving entity’s hourly energy use and the assignment of each load serving entity’s capacity and transmission peak load contribution. Atlantic City argues that both Attachment M-2 and the PHI Operating Manual provide for the allocation of Unaccounted for Energy to load serving entities within the Atlantic City Zone, for both profiled and interval metered loads, to ensure that the zone’s entire load (as determined by PJM) is allocated to all load serving entities within the zone.

18. Atlantic City adds that, under the PJM Operating Agreement, Vineland is considered a load serving entity within the Atlantic City Zone and that the PJM tariff does not otherwise distinguish between “wholesale” and “retail” load serving entities.<sup>11</sup>

19. Atlantic City further argues that under section 10.3 of the Interconnection Agreement, the exception to make metered load adjustments based on “transmission losses as required” may be reasonably read to include an Unaccounted for Energy metered load adjustment. Atlantic City notes that under section 3F.1 of the PJM OATT, transmission losses are defined as “the loss of energy in the transmission of electricity from generation resources to load, which is dissipated as heat through transformers, transmission lines and other transmission facilities.” Atlantic City further relies on section 3F.3 of the PJM OATT, which provides that “Other Losses...incurred on facilities other than those [specified elsewhere in the PJM OATT] may be included in the determination of charges, credits, load (including real-time deviations), or demand reductions, as determined by electric distribution companies, unless this [OATT] explicitly excludes such losses.”

20. Atlantic City asserts that all customers in its zone contribute to the losses reflected in an Unaccounted for Energy adjustment, given that a fixed loss factor, as set forth in the Interconnection Agreement and applied to other customers, can only provide an estimate of actual losses and other errors, theft, and/or diversions of load. Atlantic City further argues that Unaccounted for Energy cannot be linked to any particular customer and therefore is appropriately allocated to all customers in the Atlantic Zone, including Vineland, using a load ratio share allocation methodology.

---

<sup>11</sup> See Atlantic City Answer at 4 (citing PJM Operating Agreement at section 1.18).

21. Atlantic City argues that it was also appropriate to initiate the allocation of Unaccounted for Energy to interval-metered customers when it did, in May 2013, given PHI's contemporaneous update of its settlement software at that time and the enhanced transparency and accuracy that this software provides in handling the large amount of hourly interval data that has become available from Advanced Metering Infrastructure. Finally, Atlantic City argues that the method it is currently using to allocate Unaccounted for Energy to Vineland is reasonable, given its similarity to the methodology used by PJM to allocate total inadvertent energy and losses to electric distribution companies. Finally, Atlantic City argues that, if Vineland no longer wishes to have its load adjustment obligations performed by Atlantic City, Vineland would be eligible to become a fully metered electric distribution company within PJM.

**B. PJM's Answer**

22. PJM, in its answer, characterizes Vineland's complaint as a dispute solely between Atlantic City and Vineland over an allocation methodology that is governed by agreements to which PJM is not a party. Specifically, PJM classifies the Interconnection Agreement as a wires-to-wires arrangement, as between Vineland and Atlantic City, and claims that PJM has no rights and/or obligations either under Atlantic City's Attachment M-2 (a provision over which Atlantic City possesses exclusive and unilateral section 205 filings rights), or the PHI Operating Manual.

23. PJM adds that, when it calculates Vineland's charges, it is required, under its governing documents, to use the load values for the Atlantic City Zone that Atlantic City provides.<sup>12</sup> PJM argues that it therefore has not violated the filed rate doctrine. PJM further asserts that it is Atlantic City, not PJM, that calculates Vineland's load and allocates Unaccounted for Energy within the Atlantic City Zone, and PJM takes no position on the issue of whether Atlantic City did so correctly in this case. PJM states that, while it will work with electric distribution companies and load serving entities to resolve differences and develop mutually agreeable solutions to disputes, PJM does not have the authority to resolve disputes pertaining to agreements to which PJM is not a party.

---

<sup>12</sup> See PJM Answer at 2 (citing the PJM Reliability Assurance Agreement Among Load Serving Entities in the PJM Region, PJM Interconnection, L.L.C., Intra-PJM Tariffs, [Schedule 8, RAA Schedule 8 \(1.0.0\)](#) section D(1) and (2); Manual 18 section 7.4, and Manual 27, section 5.2).

### **III. Procedural Matters**

24. Pursuant to Rule 214 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.214 (2013), the timely, unopposed motion to intervene serves to make ODEC a party to this proceeding.

### **IV. Discussion**

25. For the reasons discussed below, we agree with Vineland that there is no rate on file for Unaccounted for Energy under the Interconnection Agreement or under Atlantic City's Attachment M-2 to the PJM tariff, and no other relevant commitment or obligation authorizing Atlantic City to adjust Vineland's loads for Unaccounted for Energy. Because Atlantic City is not authorized to make the load-adjustment for Unaccounted for Energy at issue here, we grant Vineland's complaint as to Atlantic City.

26. As a threshold matter, we agree with PJM that the dispute in this case regarding Atlantic City's load adjustments for Unaccounted for Energy, and whether the costs associated with these adjustments may be allocated on an intra-zonal basis to Vineland, raise issues solely between Vineland and Atlantic City, and do not directly involve any PJM-administered duty or obligation. In fact, PJM is required to use the load values and load adjustments provided by Atlantic City to calculate Vineland's charges for energy, capacity, and ancillary services.<sup>13</sup> Moreover, the PJM OATT does not define the term Unaccounted for Energy or otherwise address its intra-zonal allocation by Atlantic City. Accordingly, we dismiss Vineland's complaint as to PJM.

27. We agree with Vineland, however, that neither the Interconnection Agreement nor Atlantic City's Attachment M-2 to the PJM OATT authorizes Atlantic City to allocate Unaccounted For Energy to Vineland. Attachment M-2 of the PJM OATT, for example, in addressing peak load contributions and hourly energy obligations (the determinations made by Atlantic City in its role as an electric distribution company operating within PJM), makes no reference to Unaccounted for Energy, or its allocation to Vineland, nor does it address or reference the Interconnection Agreement.

28. We also find that the PJM OATT definitions for "Transmission Losses" and "Other Losses" (as cited by Atlantic City in its answer), do not authorize Atlantic City to allocate Unaccounted for Energy to Vineland. These definitions, read together, state only that losses, subject to certain provisos, "may be included in the determination of charges, credits, load..., or demand reductions, as determined by electric distribution

---

<sup>13</sup> See PJM Reliability Assurance Agreement Among Load Serving Entities in the PJM Region at Schedule 8, section D(1) and (2).

companies;”<sup>14</sup> they do not authorize Atlantic City, under the Interconnection Agreement or its Attachment M-2 to the PJM OATT, to make a load adjustment for Unaccounted for Energy.

29. We also agree with Vineland that the Interconnection Agreement contains no provision authorizing Atlantic City to adjust Vineland’s loads for Unaccounted for Energy. As Atlantic City acknowledges, in its answer, the Interconnection Agreement, as last modified in 2007, is silent on the issue of Unaccounted for Energy.<sup>15</sup> That is, the Interconnection Agreement provides no express authorization for the load adjustment Atlantic City claims it is entitled to make in this case when reporting its zonal loads to PJM.

30. Atlantic City nonetheless insists that the Interconnection Agreement may be reasonably interpreted to require an Unaccounted for Energy load adjustment. However, for the reasons discussed below, we are not persuaded that Atlantic City’s interpretation of the Interconnection Agreement is correct. Specifically, we are not persuaded that there is any clause or provision to be found in the Interconnection Agreement, or other evidence of contractual intent, that would support a finding that the Interconnection Agreement authorizes Atlantic City to adjust Vineland’s loads for Unaccounted for Energy.

31. First, there is no course of conduct that supports Atlantic City; prior to 2013, Atlantic City did not even claim to have the right, under the Interconnection Agreement, to adjust Vineland’s loads for Unaccounted for Energy and did not include this factor in the calculation of Vineland’s load. Thereafter, Atlantic City does assert that section 10.3 of the Interconnection Agreement authorizes it to adjust Vineland’s metered load to account for “other contractual obligations of the parties as may be required to determine the quantity to be accounted for hereunder.” Atlantic City further argues that such an adjustment to account for Unaccounted for Energy may be imputed as a requirement under the Interconnection Agreement, based on one or more of three asserted obligations on which Atlantic City relies, namely: (i) Atlantic City’s Attachment M-2 to the PJM OATT; (ii) the PHI Operating Manual; and/or (iii) Atlantic City’s own load measurement reporting obligations to PJM.

32. We are not persuaded that any of these asserted obligations constitute a rate on file that supports the allocation of Unaccounted for Energy to Vineland. First, as noted above, Attachment M-2 says nothing about Unaccounted for Energy, or its intra-zonal allocation to Vineland. Nor can the PHI Operating Manual be characterized as a

---

<sup>14</sup> PJM OATT at sections 3F.1 and 3.

<sup>15</sup> See Atlantic City Answer at 2 and 8.

“contractual obligation,” under the Interconnection Agreement, authorizing Atlantic City to allocate Unaccounted for Energy within the Atlantic City Zone to Vineland. Vineland has not signed the PHI Operating Manual, nor has the manual been filed with the Commission for acceptance as the filed rate, nor has the Commission otherwise found the manual just and reasonable in its treatment of Unaccounted for Energy.<sup>16</sup> The parties’ prior course of conduct, i.e., Atlantic City not making such an adjustment previously, indicates that they did not interpret any of these agreements to authorize the allocation of Unaccounted for Energy to Vineland.

33. Moreover, the terms of the Operating Manual do not suggest that it applies to Vineland. The appendix to the PHI Operating Manual (which includes the definitions) addresses the calculation of Unaccounted for Energy by reference to the hourly energy obligation of a “Supplier.” A supplier, in turn, is defined as “[a]n entity that has been licensed by the state utility commission to sell Competitive Energy Supply to retail Customers within the state in accordance with the applicable legal authorities and [that] has entered into a Master Supplier Agreement with [PHI].”<sup>17</sup> Here, however, there is no evidence presented that Vineland qualifies as such an entity. The preamble to the PHI Operating Manual, moreover, states that its purpose is to describe the procedures that PHI “will use to derive certain load and energy accounting information associated with implementing retail access.”<sup>18</sup> Here, however, Atlantic City has not demonstrated that Vineland’s operation as a municipal utility is associated with Atlantic City’s implementation of retail access. In any event, an unfiled and non-Commission-approved manual, unilaterally drafted by PHI, does not constitute a rate under the FPA.<sup>19</sup>

34. Nor can Atlantic City rely on its own load reporting obligations to PJM (a non-signatory to the Interconnection Agreement) as a “contractual obligation[] of the parties” to the Interconnection Agreement which would authorize Atlantic City to allocate Unaccounted for Energy to Vineland. Even assuming that this provision does contemplate the honoring of all third-party obligations (i.e., Atlantic City’s obligations to PJM, or others), without limitation, and is not otherwise confined to the parties’

---

<sup>16</sup> See *Tennessee Gas Pipeline Company*, 95 FERC ¶ 61, 272, at 61,959 (2001) (pipelines must act in accordance with their filed tariffs and are not permitted to implement policies through policy manuals); *Transcontinental Gas Pipe Line Corporation*, 83 FERC ¶ 61,050, at 61,294 & n.24 (1998) (pipeline policy manual cannot control shipper rights when not included in tariff).

<sup>17</sup> See PHI Operating Agreement at Appendix 3 (Glossary) at pp. 48-49.

<sup>18</sup> *Id.* p. 4.

<sup>19</sup> See *supra* note 16.

obligations to each other, under the Interconnection Agreement, Atlantic City points to no such obligation with PJM involving the intra-zonal allocation of Unaccounted for Energy to Vineland.

35. We also reject Atlantic City's argument that an Unaccounted for Energy allocation to Vineland is justified by section 10.3 of the Interconnection Agreement, which authorizes metered load adjustments based on "transmission losses as required." Section 10.3's single reference to transmission losses is reasonably read in conjunction with other provisions of the Interconnection Agreement that expressly address the calculation, not of Unaccounted for Energy, but of transmission losses, namely, article 9 ("Transmission Losses"), and specifically section 9.2, which provides, in relevant part, that "[t]he [Atlantic City] loss factor is initially set at 2.9519% [provided that] if at any time in the future PJM implements PJM Tariff provisions to assess transmission losses, the terms of this Section 9.2 shall be superseded by the terms of the PJM Tariff." Here, Atlantic City points to no such revision implemented by PJM, and none that could be construed to apply to an Unaccounted for Energy adjustment.

36. Atlantic City also asserts that it is reasonable to allocate Unaccounted for Energy to Vineland. However, we need not address these arguments here. In the absence of any filed rate or contractual authority to adjust Vineland's load for Unaccounted for Energy, the reasonableness of such an adjustment is beyond the scope of this complaint proceeding.

37. Finally, as Atlantic City has made adjustments to Vineland's loads for Unaccounted for Energy, without a rate on file, we hereby direct Atlantic City to submit corrected load adjustment data to PJM for the relevant billing periods, within 30 days of the date that this proceeding becomes final.<sup>20</sup> Upon receipt of Atlantic City's corrected load adjustments, we further direct PJM to recalculate and distribute corrected billing statements for the Atlantic City Zone and to file a refund report with the Commission within 30 days thereafter.

The Commission orders:

(A) Vineland's complaint is hereby granted, as to Atlantic City, but dismissed as to PJM, as discussed in the body to this order.

(B) Atlantic City is hereby directed to submit corrected load adjustment data to PJM, as discussed in the body to this order.

---

<sup>20</sup> 18 C.F.R. § 35.19a (2013).

(C) Upon receipt of Atlantic City's corrected load adjustments, PJM is hereby directed to recalculate and distribute corrected billing statements for the Atlantic City Zone and to file a refund report with the Commission within 30 days thereafter, as discussed in the body to this order.

By the Commission.

( S E A L )

Nathaniel J. Davis, Sr.,  
Deputy Secretary.