



*A unit of American Electric Power*

Secretary of the Commission  
Indiana Utility Regulatory Commission  
PNC Center  
101 West Washington Street, Suite 1500 East  
Indianapolis, Indiana 46204

April 6, 2015

Dear Secretary:

Pursuant to 170 IAC 1-6, I&M submits this thirty-day filing requesting amendments to I&M's Rider D.R.S.1 (Demand Response Service - Emergency). In support of this thirty-day filing, I&M represents that on April 27, 2011 in Cause No. 43566 PJM1, the Commission approved I&M's Rider D.R.S.1. Included in the approval of Rider D.R.S.1, was the methodology to be used in determining the Curtailment Demand Credit. The Curtailment Demand Credit is based on PJM Interconnection, L.L.C.<sup>1</sup> (PJM) prices that change annually on June 1<sup>st</sup> of each year. I&M requests to amend this rider to reflect the Curtailment Demand Credit based on the new PJM prices effective June 1, 2015. The PJM pricing information utilized in the calculation of the Curtailment Demand Credits is included in Attachment A. The derivations of the Curtailment Demand Credits are shown in Attachment B.

Included in the approval of Rider D.R.S.1, was Rider language stating, "The Company reserves the right to make changes to this Rider in order to continue to qualify under the PJM Emergency Demand Response Program, or otherwise, as appropriate." Additionally, I&M represents that on May 9, 2014, the Federal Energy Regulatory Commission (FERC) approved in Docket ER14-822, modifications proposed by PJM to its Open Access Transmission Tariff (OATT), which go into effect June 1, 2015. I&M requests to amend Rider D.R.S.1 to reflect the new provision of OATT that becomes effective June 1, 2015 pertaining to a reduced notification period and the option for qualifying customers to apply to PJM for an exception that provides a longer notification period.

Over the past year I&M has worked closely with current and new Rider D.R.S.1 customers to make certain that they are aware of the upcoming changes regarding the reduced notification period and the option to apply to PJM for an exception to the reduced notification period. To date, nearly all customers that applied for an exception have been approved by PJM.

I&M is also proposing qualifying and clarifying language to address situations when customers applying for service under Rider D.R.S.1 are not in good standing, or situations when Rider D.R.S.1 customers become indebted to the Company during the course of the delivery year.

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<sup>1</sup> PJM is a FERC-approved regional transmission organization (RTO), which AEP and I&M joined to fulfill its regulatory obligation to join an RTO. PJM is a long-established organization that manages the transmission grid for numerous companies in the eastern United States and fulfills the functions defined in FERC Order 2000. The AEP System—East Zone integrated its operations with PJM and began participating in the PJM energy market on October 1, 2004.

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The proposed modifications to Rider D.R.S.1 will properly indicate the new Curtailment Demand Credit rates and the new contract termination dates to be effective June 1, 2015 that are shown in the rider, introduce the new PJM notification time periods and the optional exception request procedure and propose qualifying and clarifying language.

In support of this 30-Day filing, I&M is submitting the following information:

1. Indiana Michigan Power Company's Rider D.R.S.1 (Demand Response Service - Emergency), Tariff Sheets FOURTH REVISED SHEET NO. 29, SECOND REVISED SHEET NO. 29.2, THIRD REVISED SHEET NO. 29.3, THIRD REVISED SHEET NO. 29.4, FIRST REVISED SHEET NO. 29.5, FIRST REVISED SHEET NO. 29.6, and ORIGINAL SHEET NO. 29.7.
2. Supporting PJM documentation, Attachment A.
3. Tables showing the derivation of the Curtailment Demand Credit rates, Attachment B, and
4. Verified Statement of Publication.

Upon completion of your review, please return to us one set of the stamped approved tariff sheets.

If you have any questions regarding I&M's filing please contact me at (260) 408-3503 or [wwhix@aep.com](mailto:wwhix@aep.com).

Sincerely,  
  
William W. Hix  
Regulatory Consultant Staff

Enclosures

cc: Brad Borum-IURC  
David Stippler-OUCC

**RIDER D.R.S.1**  
**(Demand Response Service – Emergency)**

Availability of Service.

Available for demand response service (DRS) to customers in good standing, as determined by the Company, taking firm service from the Company under Tariffs G.S., G.S.-TOD, L.G.S., L.G.S.-TOD, I.P., M.S., W.S.S., or E.H.G. who have the ability to curtail load under the provisions under this Rider. Each customer electing service under this Rider shall contract for a definite amount of DRS capacity, not to exceed the customer's normal demand capable of being curtailed.

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The Company reserves the right to limit the aggregate amount of DRS capacity contracted for under this Rider and Tariff C.S.-IRP2 to 235 MVA. The Company will take DRS requests in the order received. The customer's DRS capacity under this Rider will be enrolled in the PJM Interconnection, L.L.C. RTO (PJM) Emergency Demand Response Program through the Company. The Company further reserves the right to limit registrations should PJM restrict the Company from registering customers in any PJM product type. The customer's DRS capacity is not eligible for enrollment in any PJM demand response program either directly or through a Curtailment Service Provider (CSP). Customer's participating in this Rider may elect to use the services of a CSP provided that such arrangements do not violate the terms and conditions of this Rider.

A CSP is an entity such as a PJM-qualified CSP that the customer has designated to facilitate all or some of the customer notifications and transactions under this Rider.

The customer must provide written notice to the Company of any such designation. Such written notice shall specify the authority that the customer has granted to the CSP, including any authority to access customer data. The customer is ultimately responsible for compliance with the terms and conditions of this Rider, including any charges under this Rider, in which the customer has voluntarily elected to participate.

The term "customer" as used herein shall mean the customer or an aggregation of customers that have agreed for purposes of participation in the Rider to participate as an aggregation in the same manner as a single customer would under this Rider. The term "participant" as used herein shall mean the customer or customer-designated CSP as defined above.

Conditions of Service.

- (1) The provisions of this Rider qualify under the PJM Emergency Demand Response Program as of the effective date. The Company reserves the right to make changes to this Rider in order to continue to qualify under the PJM Emergency Demand Response Program, or otherwise, as appropriate.
- (2) The Company reserves the right to call for (request) customers to curtail their DRS load when a Pre-Emergency and/or Emergency Mandatory Load Management Reduction Action has been issued by PJM.
- (3) The Company will endeavor to provide as much advance notice as possible of curtailments under this Rider including an estimate of the duration of such curtailments. However, the customer's DRS load shall be curtailed within 15 minutes if so requested.
- (4) All curtailments will apply for the delivery year (DY) which is defined by PJM as June 1 through May 31 of the following year. Contracts will apply for multiple delivery years.

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(Cont'd on Sheet No. 29.1)

**ISSUED BY**  
**PAUL CHODAK III**  
**PRESIDENT**  
**FORT WAYNE, INDIANA**

**EFFECTIVE FOR ELECTRIC SERVICE RENDERED**  
**ON AND AFTER JUNE 1, 2015**

Received: APRIL 6, 2015  
IURC 30-Day Filing No.: 3346  
Indiana Utility Regulatory Commission

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**RIDER D.R.S.1**  
**(Demand Response Service – Emergency)**

(Cont'd from Sheet No. 29.1)

the amount of Curtailed Demand CSP desires the Company to register with PJM. The Committed kW shall be the amount of Curtailed Demand that is the basis upon which participants are paid under this Rider. Registered kW shall be equal to or greater than Committed kW. Committed kW shall not exceed the Registered kW.

- (11) In addition to curtailments under Item 2 above, the Company reserves the right to call for (request) customers to curtail their DRS load when, in the sole judgment of the Company, an emergency condition exists on the American Electric Power (AEP) System. The Company shall determine that an emergency condition exists if curtailment of load served under this Rider is necessary in order to maintain service to the Company's other firm service customers according to the AEP System Emergency Operating Plan. During such event, the customer must make best efforts to voluntarily curtail DRS load.
- (12) **NO RESPONSIBILITY OR LIABILITY OF ANY KIND SHALL ATTACH TO OR BE INCURRED BY THE COMPANY OR THE AEP SYSTEM FOR, OR ON ACCOUNT OF, ANY LOSS, COST, EXPENSE, OR DAMAGE CAUSED BY OR RESULTING FROM, EITHER DIRECTLY OR INDIRECTLY, ANY CURTAILMENT OF SERVICE UNDER THE PROVISIONS OF THIS RIDER.**

DRS Product Type Options and Curtailment Demand Payment

Product Type	Curtailment Availability	Maximum Number of Curtailments	Hours of Day Required to Respond	Maximum Duration of Curtailments	2015/2016 DY Curtailment Demand Pymt \$/kW-month	
Limited DRS	Any weekday during June – Sept. of DY	10	12 PM - 8 PM	6 Hours	\$3.413	T R
Extended Summer DRS	Any day during June – October and following May of DY	Unlimited	10 AM – 10 PM	10 Hours	\$3.413	R
Annual DRS	Any day during DY	Unlimited	June – Oct. and following May of DY Nov. – April (6 AM-9 PM)	10 Hours	\$3.413	R

(Cont'd on Sheet No. 29.3)

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(Cont'd from Sheet No. 29.2)

The Curtailment Demand Payment shall be calculated in \$ per kW-month as the greater of (a) the four-year average RPM Clearing price for the applicable locational delivery area and product type, calculated using the preceding delivery year, the delivery year and the subsequent two (2) delivery years and (b) 35% of the applicable PJM Reliability Pricing Model (RPM) Net Cost of New Entry (Net CONE) for the delivery year.

Exception to 15-Minute Notification to Curtail DRS Load.

Customers will be required to fully respond to curtailment requests within 15-minutes of notification from the Company unless an exception request has been approved by PJM. The qualifying exceptions as defined by PJM are listed directly below. The intent of these qualifying exceptions is to accommodate DRS customers with legitimate, physical reasons that prevent curtailing load within a 15-minute notification time period.

PJM Qualifying Exception Definitions:

1) Damage (feedstock/equipment/product) - unavoidable significant damage to feedstock, equipment or product.

2) Generator Ramp time - Transfer of load to back-up generation requires taking more than 15-minutes.

3) Safety Issue - On-site safety concerns prevent location from implementing reduction plan in less than 15-minutes.

Customers desiring to be considered for one of the above qualifying exceptions shall complete an Exception Request Form, provided by the Company upon request. Company will submit any completed form to PJM for consideration and approval. Company will notify customer of PJM's approval/denial decision and if approved what the approved notification time period will be for the next delivery year. PJM may require customers to apply for an exemption prior to each delivery year.

(Cont'd on Sheet No. 29.4)

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(Demand Response Service – Emergency)**

(Cont'd from Sheet No. 29.3)

Customer Baseline Load Calculation.

A Customer Baseline Load (CBL) will be calculated for each hour corresponding to each curtailment event hour. Normally, the CBL will be calculated for each hour as the average corresponding hourly demands from the highest four (4) out of the five (5) most recent similar non-event days in the period preceding the relevant curtailment event. The highest load days are defined as the similar days (Weekday, Saturday, Sunday/Holiday as defined by PJM) with the highest energy consumption spanning the curtailment event hours. In cases where the normal calculation does not provide a reasonable representation of normal load conditions, the Company and the participant may develop an alternative CBL calculation that more accurately reflects the customer's normal consumption pattern.

Curtailed Demand.

The customer's Curtailed Demand shall be determined based upon the method of measurement chosen by the customer. The customer may choose one of two methods to measure the curtailed demand: 1) Guaranteed Load Drop (GLD) or 2) Firm Service Level (FSL). The method chosen shall remain in effect for the entire contract period.

(1) Guaranteed Load Drop Method

- (a) Each customer must designate a Guaranteed Load Drop (GLD), which amount shall be the minimum demand reduction that the customer will provide for each hour during a curtailment event or during a curtailment test. The customer's GLD can not be greater than the customer's Peak Load Contribution (PLC), as defined below. GLD shall be adjusted to include losses.
- (b) If the customer fails to fully comply with a request for curtailment under the provisions of this Rider or does not reduce load by the full GLD, a non-compliance charge shall apply. For this purpose, Actual Load Drop (ALD) is defined as the difference between the customer's CBL and their actual hourly load. If the ALD is less than the GLD, the Event Non-Compliance Demand shall be equal to the average difference between the GLD and the ALD occurring during the hours of the curtailment event. Otherwise, the Event Non-Compliance Demand shall be zero (0).

(Cont'd on Sheet No. 29.5)

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(Cont'd from Sheet No. 29.4)

(2) Firm Service Level (FSL) Method

- (a) Firm Service Level Peak Load Contribution (PLC) – The customer's PLC will be calculated each year as the average of its load during PJM's five (5) highest peak loads during the twelve month period ended October 31 of the previous year. In the cases where the normal calculation does not provide a reasonable representation of normal load conditions, the Company and the customer may develop an alternative PLC calculation that more accurately reflects the customer's normal consumption pattern. PLC shall include losses.
- (b) Available Curtailable Demand (ACD) - The customer must designate an ACD, defined as the difference between the PLC and the Firm Service Level (FSL). The FSL is the demand to which the customer agrees to reduce load to or below for each hour during a curtailment event. FSL shall be adjusted to include losses.
- (c) If the customer fails to fully comply with a request for curtailment under the provisions of this Rider, then the Non-Compliance Charge shall apply. If a customer is operating at or below their designated FSL during an event, it will be understood that they have no DRS capacity available with which to comply and will not be charged a non-compliance penalty. If the metered demand during the curtailment event is above the FSL, the Event Non-Compliance Demand shall be equal to the average difference between the customer's metered demand and the FSL during the hours of the curtailment event. Otherwise the Event Non-Compliance Demand shall be zero (0).

Curtailed Energy.

The Curtailed Energy shall be determined for each curtailment event hour, defined as the difference between the customer's CBL for that hour and the customer's metered load for that hour.

Curtailment Payment.

The **Curtailment Energy Payment** shall be 90% of the AEP East Load Zone hourly Real-Time Locational Marginal Price (LMP) established by PJM (including congestion and marginal losses) for each curtailment event hour.

The Curtailment Demand Payment shall be as shown under section DRS Product Type Options and Curtailment Demand Payment.

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(Cont'd on Sheet No. 29.6)

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(Cont'd from Sheet No. 29.5)

Monthly Demand Payment.

The Monthly Demand Payment shall be applicable to each month the customer is served under this Rider, regardless of whether or not there are any curtailment events during the month.

1. Guaranteed Load Drop Method – The Monthly Demand Payment shall be equal to the product of the GLD and the Curtailment Demand Payment.
2. Firm Service Level (FSL) Method – The Monthly Demand Payment shall be equal to the product of the ACD and the Curtailment Demand Payment.

The Company reserves the right to withhold Monthly Demand Payments from any customer who is indebted to the Company for any service rendered at any location contracted under this Rider. If the customer's indebtedness to the Company has not been resolved by May 31 of the current delivery year, all Monthly Demand payments outstanding shall be forfeited.

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Monthly Event Payment.

An Event Payment shall be calculated for each event hour equal to the product of the Curtailed Energy for that hour and the Curtailment Energy Payment for that hour. The Monthly Event Payment shall be the sum of the hourly Event Payments for all events occurring in the calendar month, but shall not exceed the portion of the customer's monthly bill that is computed on a per KWH basis under the applicable Standard Rider for the same billing month. The customer shall not receive Event Payment for any curtailment events to the extent that the customer's DRS capacity is already reduced due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike, economic conditions, or any situation other than the customer's normal operating conditions. Event Payments will not be withheld if the customer's DRS capacity is already reduced as a result of customer actions taken in anticipation of a curtailment.

Annual Non-Compliance Charge.

Charges for non-compliance will be based on the customer's Non-Compliance Demand which reflects any failure by the customer to fully comply with requests for curtailment under the applicable DRS Product Type Option of this Rider. . The Annual Non-Compliance Charge shall be equal to the average Non-Compliance Demand times the Curtailment Demand Payment times 12.

In the event that the Annual Non-Compliance Charge is greater than zero, such charge shall be assessed as a uniform offset to the Customer Payments for remaining months of the delivery year, or as a one-time charge if the delivery year has ended. Upon request, the Company may, but is not obligated to allow payment of the one-time charge over a period not to exceed twelve (12) months. In no event shall the Annual Non-Compliance Demand Charge exceed the sum of the Customer Payments, excluding the Annual Non-Compliance Charge, for the delivery year.

(Cont'd on Sheet No. 29.7)

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(Cont'd from Sheet No. 29.6)

Settlement.

The net amount of the Monthly Demand Payment, Monthly Energy Event Payment and Annual Non-Compliance Charge will be provided to the participant by check or electronic payment within 60 days after the end of the delivery month. A customer may request the aggregation of individual customer account payments into a single payment.

Term.

Contracts under this Rider shall be made for an initial period of four (4) delivery years and shall remain in effect until either party provides three (3) years' written notice prior to March 1 of its intention to discontinue service under the terms of this Rider for the fourth delivery year beginning after the notice is provided. Written notice deadlines through March 1, 2019 are as follows:

<u>Written Notice Deadline</u>	<u>Effective Date of End of Service under Rider</u>
March 1, 2016	June 1, 2019
March 1, 2017	June 1, 2020
March 1, 2018	June 1, 2021
March 1, 2019	June 1, 2022

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If a customer becomes ineligible for service under this Rider during the term of a contract under this Rider, the Company reserves the right to terminate such contract immediately.

Special Terms and Conditions.

Customer specific information, including, but not limited to DRS contract capacity, shall remain confidential.

If a new peak demand is set by the customer in the hour following a curtailment event due to the customer resuming the level of activity prior to the curtailment, the customer may request, in writing, that the customer's billing demand be adjusted to disregard that new peak. The Company will promptly evaluate all such requests and approve reasonable requests. In specific circumstances and subject to reasonable conditions, the Company may approve requests in advance.

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**2017/2018 RPM Base Residual Auction Results**

**Table 4 –RPM Base Residual Auction Clearing Results in the LDAs**

Auction Results	RTO	MAAC	SWMAAC	PEPCO	BGE	EMAAC	DPL SOUTH	PSEG	PS-NORTH	ATSI	ATSI-CLEVELAND	PPL	CUMED
Offered MW (UCAP)	178,838.5	72,351.3	12,645.0	6,133.7	4,107.0	33,706.0	1,684.1	6,833.1	4,039.0	12,172.6	2,561.0	10,727.6	26,701.3
Cleared MW (UCAP)	167,003.7	68,363.9	11,693.4	5,937.8	3,351.3	32,210.9	1,682.3	6,110.7	3,893.2	8,977.3	2,548.6	9,348.5	22,551.0
System Marginal Price	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00
Locational Price Adder*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$95.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sub-Annual Resource Price Decrement**	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$66.02)	\$0.00
Limited Price Decrement	(\$13.98)	(\$13.98)	(\$13.98)	(\$13.98)	(\$13.98)	(\$13.98)	(\$13.98)	(\$13.98)	(\$13.98)	(\$13.98)	(\$13.98)	(\$13.98)	(\$13.98)
RCP for Limited Resources	\$106.02	\$106.02	\$106.02	\$106.02	\$106.02	\$106.02	\$106.02	\$201.02	\$201.02	\$106.02	\$106.02	\$40.00	\$106.02
RCP for Extended Summer Resources	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$215.00	\$215.00	\$120.00	\$120.00	\$53.98	\$120.00
RCP for Annual Resources	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$215.00	\$215.00	\$120.00	\$120.00	\$120.00	\$120.00

\*Locational Price Adder is with respect to the immediate parent LDA

\*\*Extended Summer and Limited DR receive the Sub-Annual Resource Price Decrement

Since the PSEG LDA was a constrained LDA, Capacity Transfer Rights (CTRs) will be allocated to loads in the constrained LDA for the 2017/2018 Delivery Year. CTRs are allocated by load ratio share to all Load Serving Entities (LSEs) in a constrained LDA that has a higher clearing price than the unconstrained region. CTRs serve as a credit back to the LSEs in the constrained LDA for use of the transmission system to import less expensive capacity into that constrained LDA and are valued at the difference in the clearing prices of the constrained and unconstrained regions.

2015-2016 RPM Base Residual Auction Planning Parameters						4/17/2012	680092-v5		
See note below on 4-17-12 update.									
	RTO	Notes:							
Installed Reserve Margin (IRM)	15.4%	1. Load data: from 2012 Load Report.							
Pool-Wide Average EFORd	5.90%	2. See "Net CONE" worksheet for Net CONE calculations.							
Forecast Pool Requirement (FPR)	1.0859	3. Fixed Resource Requirement (FRR) load still in 5-year commitment period is included.							
Demand Resource (DR) Factor	0.955	4-6-12 update includes (changes in input data are shown in red):							
Preliminary Forecast Peak Load	163,168.0	Additional FRR load elected by FRR entities on 3-7-12.							
Short-Term Resource Procurement Target	2.5%	Changes in CETO/CETL/Reliability Requirements in LDAs.							
Pre-Clearing BRA Credit Rate, \$/MW	\$35,205.17	Changes in Min Annual Resource and Min Extended Resource Requirements.							
		LOCATIONAL DELIVERABILITY AREA (LDA)							
	RTO	MAAC	EMAAC	SWMAAC	PS	PS NORTH	DPL SOUTH	PEPCO	ATSI
CETO	NA	100.0	3,880.0	4,720.0	4,600.0	2,240.0	1,510.0	3,380.0	5,280.0
CETL	NA	6,156.0	9,177.0	8,373.0	6,220.0	2,972.0	1,822.0	6,522.0	5,417.8
Reliability Requirement	177,184.1	71,623.0	39,370.0	17,238.0	12,824.0	6,462.0	3,062.0	8,973.0	16,201.0
Total Peak Load of FRR Entities	13,267.1	0	0	0	0	0	0	0	0
Preliminary FRR Obligation	14,406.7	0	0	0	0	0	0	0	0
Reliability Requirement adjusted for FRR	162,777.4	71,623.0	39,370.0	17,238.0	12,824.0	6,462.0	3,062.0	8,973.0	16,201.0
Short-Term Resource Procurement Target	4,089.4	1,658.9	903.5	384.2	288.4	138.3	65.6	188.0	380.5
Net CONE, \$/MW-Day (UCAP Price)	\$320.63	\$267.61	\$313.84	\$267.61	\$313.84	\$313.84	\$313.84	\$267.61	\$358.22
Variable Resource Requirement Curve:									
Point (a) UCAP Price, \$/MW-Day	\$480.95	\$401.42	\$470.78	\$401.42	\$470.78	\$470.78	\$470.78	\$401.42	\$537.33
Point (b) UCAP Price, \$/MW-Day	\$320.63	\$267.61	\$313.84	\$267.61	\$313.84	\$313.84	\$313.84	\$267.61	\$358.22
Point (c) UCAP Price, \$/MW-Day	\$64.13	\$53.52	\$62.77	\$53.52	\$62.77	\$62.77	\$62.77	\$53.52	\$71.84
Point (a) UCAP Level, MW	154,476.4	88,102.2	37,443.0	16,405.7	12,202.2	6,155.7	2,916.8	8,553.7	15,419.3
Point (b) UCAP Level, MW	180,118.5	70,584.8	38,807.8	17,003.2	12,646.7	6,379.7	3,022.9	8,884.7	15,980.8
Point (c) UCAP Level, MW	165,780.7	73,087.4	40,172.3	17,800.7	13,091.2	6,603.7	3,129.0	9,175.7	16,542.4
Participant-Funded ICTRs Awarded	NA	159.0	NA	NA	NA	NA	NA	NA	NA
Min Ext Summer Resource Req'tment, MW	155,315.7	81,854.9	28,122.1	7,969.8	5,887.9	3,146.8	1,099.6	2,031.7	10,039.5
Min Annual Resource Req'tment, MW	148,454.9	58,498.3	24,394.8	6,893.1	4,808.2	2,566.8	894.0	1,188.0	9,226.9
FRR Load Requirements:									
Min % Internal Resource Req'tment	NA	98.7%	83.5%	57.7%	57.2%	63.1%	47.2%	32.9%	74.8%
Min % Ext Summer Resource Req'tment	95.0%	88.4%	71.4%	46.2%	45.9%	48.7%	35.9%	22.8%	62.0%
Min % Annual Resource Req'tment	89.1%	81.7%	62.0%	38.8%	37.5%	40.0%	29.2%	13.2%	57.0%
LDA CETO/CETL Data; Zonal Peak Loads, Base Zonal FRR Scaling Factors, and Zonal Short-Term Resource Procurement Target.									
* (Asterisk) - LDA has adequate internal resources to meet the reliability criterion.									
DPL and PS Zonal peak loads and Short-Term Resource Procurement Targets include the corresponding DPL SOUTH and PS NORTH values.									

## Derivation of Rider D.R.S.1 Curtailment Demand Credits

June 2015 - May 2016 - Rider DRS-1					"Limited" DR
Planning Year	RPM Clearing Price (a)	2015/2016 Net Cone	35% of Net Cone (b)	Greater of (a) and (b)	Curtailment Demand Credit
	\$/MW-day	\$/MW-day	\$/MW-day	\$/MW-day	\$/kw-month
2014/2015	125.47				
2015/2016	118.54				
2016/2017	59.37				
2017/2018	106.02				
Average	\$102.35	320.63	112.22	112.22	3.413

June 2015 - May 2016 - Rider DRS-1					"Annual" and "Extended Summer" DR
Planning Year	RPM Clearing Price (a)	2015/2016 Net Cone	35% of Net Cone (b)	Greater of (a) and (b)	Curtailment Demand Credit
	\$/MW-day	\$/MW-day	\$/MW-day	\$/MW-day	\$/kw-month
2014/2015	125.99				
2015/2016	136.00				
2016/2017	59.37				
2017/2018	120.00				
Average	\$110.34	320.63	112.22	112.22	3.413

Received: APRIL 6, 2015

IURC 30-Day Filing No.: 3346

Indiana Utility Regulatory Commission

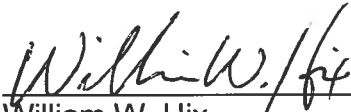
STATE OF INDIANA  
INDIANA UTILITY REGULATORY COMMISSION

VERIFIED STATEMENT OF PUBLICATION

William W. Hix, being duly sworn upon oath, deposes and says that:

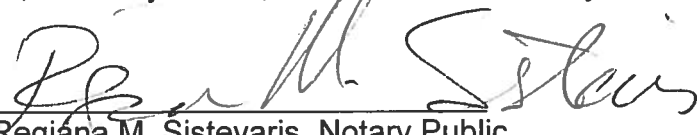
1. I am a Regulatory Consultant Staff for Indiana Michigan Power Company (I&M).
2. Pursuant to 170 IAC 1-6-5(a), I affirm that affected customers have been notified of I&M's thirty-day filing of an updated Rider D.R.S.1 (Demand Response Service - Emergency) to reflect the Curtailment Demand Credit rate applicable to service from June 1, 2015 through May 31, 2016 and curtailment notification provisions.
3. Notification of the thirty-day filing updating Rider D.R.S.1 (Demand Response Service - Emergency) was made by publication of a Legal Notice in a newspaper of general circulation that has a circulation encompassing the highest number of I&M's customers, and posting the notice on I&M's website.
4. A true and correct copy of I&M's Legal Notice is attached hereto as Exhibit "A".

Date: April 6, 2015

  
\_\_\_\_\_  
William W. Hix  
Regulatory Consultant Staff  
Indiana Michigan Power Company

STATE OF INDIANA       )  
                                      ) ss:  
COUNTY OF ALLEN       )

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 6 day of April 2015.

  
\_\_\_\_\_  
Regina M. Sistevaris, Notary Public

I am a resident of Allen County, Indiana.  
My commission expires: January 7, 2023

Received: APRIL 6, 2015  
IURC 30-Day Filing No.: 3346  
Indiana Utility Regulatory Commission



POLICE

# Charges filed in Grabill grocery robbery

CHRIS NEEDS  
The Journal Gazette

Received: APRIL 6 2015  
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Indiana Utility Regulatory Commission

ness at gunpoint, according to the probable cause affidavit filed in the case.

Police said they also saw Boese on the store's security footage as he looked in the windows at night a week before the robbery.

Boese made off with a little more than \$1,700 from the robbery, the affidavit said.

Investigators found bands used to wrap stacks of cash in Boese's car, the same bands

the grocery store has on their money.

Police also found a bullet-resistant vest, ammunition and other weapons in Boese's car, according to the affidavit.

## Kendallville chase ends in arrest

A Kendallville man was arrested Wednesday afternoon after he was accused of leading police on a chase

near one of the city's parks. Kriss E. Bauman II, 28, faces charges of resisting law enforcement and driving as a habitual traffic violator after the short pursuit near Bixler Lake, according to the Kendallville Police Department.

Police said they tried to stop Bauman because the motorcycle he was on didn't have any registration and they believed Bauman had a

warrant out for his arrest. The chase started near Richmond and Sheridan streets.

Bauman led police south several blocks before he headed toward the lake and drove north along the beach, police said.

The chase stopped when Bauman drove into a railroad access point, according to the police department. cmeysers@jg.net

Let us know  
your  
Perspective  
letters@jg.net

LEGAL NOTICE  
STATE OF INDIANA  
INDIANA UTILITY  
REGULATORY COMMISSION

Indiana Michigan Power Company (I&M), an Indiana corporation, gives notice that on or before April 6, 2015, it will submit for approval under the Indiana Utility Regulatory Commission's thirty-day filing process an updated Rider D.R.S.1 filing process. Response Service-Emergency (RSE) rate applicable to service from June 1, 2015 through May 31, 2016. The referenced filing will consist of I&M's updates to Rider D.R.S.1 curtailment demand credit as determined by changes in PJM RPM (Reliability Pricing Model) clearing price and Net Consume price as set forth in Rider D.R.S.1. In addition, operational updates to Rider D.R.S.1 to reflect the changes to the PJM interconnection LC (PJM) Open Access Transmission Tariff (OATT) approved by FERC on May 9, 2014 in Docket ER14-922 that will go into effect June 1, 2015. The operational change that affects the Rider D.R.S.1 customers' beginning with the PJM year 2015/2016 pertains to PJM's ability to issue Emergency and Pre-emergency curtailment requests with a shortened notice period. The notice period from I&M will be 15-minutes. PJM and customer has applied to PJM and been approved for a notice period exception. I&M's filing proposes qualifying and clarifying language to addressing situations when customers' applying for service under Rider D.R.S.1 are not in good standing or situations when Rider D.R.S.1 customers become indebted to the Company during the course of the delivery year. Customers potentially affected by this filing include all customers registered for service under Rider D.R.S.1 located in the I&M service territory. Those customers may be affected by changes in the Curtailment Demand Credit rate, the reduced curtailment notification period and the clarifying language regarding an indebtedness situation. A decision on the proposed revisions to Rider D.R.S.1 filing is expected from the Indiana Utility Regulatory Commission on or before April 6, 2015.

is \$7. First-time attendees eat free, courtesy of Bailey-Love Mortuary.

- Journal Gazette

State of Indiana  
Allen Superior Court  
County of Allen Courthouse Annex,  
First Floor  
113 W. Berry St  
Ft Wayne, IN 46802  
260-449-7996

Case No. 02D09-1503-SC-003673  
GE38506AAG REGT5RE8

Frank Festog  
206 W. Lincoln Hwy Lot 12  
New Haven, IN 46774  
Plaintiff

against  
Defendant

TO WHOM IT MAY CONCERN

NOTICE OF QUIET TITLE CLAIM

## Commons.

The event, which is open to the public, will focus on cultivating entrepreneurial activity in the region.

The breakfast will feature speakers Karl LaPan, president and CEO of the Northeast Indiana Innovation Center, and Ann McPherrin, Huntington University's vice president for strategy and graduate/adult programs. The cost of the breakfast

FORT WAYNE COMMUNITY  
SCHOOLS  
1200 South Clinton Street  
Fort Wayne, Indiana 46802

## LEGAL NOTICE

Notice is hereby given that the proper representatives of the Fort Wayne

tradition with an International Buffet from 11 a.m. to 1 p.m. April 12.

At least two dozen dishes from 13 countries will be available to sample at Haist Commons in the Jo Young Switzer Center.

Tickets cost \$10 for adults and \$5 for children younger than 12, plus tax. No reservations are needed.

## Huntington U sets breakfast event

The Huntington University Foundation's April breakfast will be at 7:45 a.m. Wednesday in Habecker Dining

April 28, and winners will be announced May 18.

To submit a nomination, go to [www.ywca.org/PeggyHobbsAward](http://www.ywca.org/PeggyHobbsAward) or contact Sue Hiatt at [SHiatt@ywcaerew.org](mailto:SHiatt@ywcaerew.org) or 260-424-4908, ext. 254.

Peggy Hobbs is a longtime advocate of YWCA Northeast Indiana, serving as president of the board of directors for three terms and as a volunteer for many years.

## AREA

## Manchester plans international feast

Manchester University is celebrating its multicultural

## FORT WAYNE/ ALLEN COUNTY

## Hobbs Award nominations open

The YWCA is seeking nominations for the 2015 Peggy Hobbs Award.

Nominees must demonstrate dedication to volunteerism, promote diversity awareness, personal development and support for the YWCA's mission of eliminating racism and empowering women.

Nominees must live in Allen, DeKalb, Huntington, Noble, Wells or Whitley counties.

Nominations are due by

**RIDER D.R.S.1**  
**(Demand Response Service – Emergency)**

Availability of Service.

Available for demand response service (DRS) to customers in good standing, as determined by the Company, taking firm service from the Company under Tariffs G.S., G.S.-TOD, L.G.S., L.G.S.-TOD, I.P., M.S., W.S.S., or E.H.G. who have the ability to curtail load under the provisions under this Rider. Each customer electing service under this Rider shall contract for a definite amount of DRS capacity, not to exceed the customer's normal demand capable of being curtailed.

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The Company reserves the right to limit the aggregate amount of DRS capacity contracted for under this Rider and Tariff C.S.-IRP2 to 235 MVA. The Company will take DRS requests in the order received. The customer's DRS capacity under this Rider will be enrolled in the PJM Interconnection, L.L.C. RTO (PJM) Emergency Demand Response Program through the Company. The Company further reserves the right to limit registrations should PJM restrict the Company from registering customers in any PJM product type. The customer's DRS capacity is not eligible for enrollment in any PJM demand response program either directly or through a Curtailment Service Provider (CSP). Customer's participating in this Rider may elect to use the services of a CSP provided that such arrangements do not violate the terms and conditions of this Rider.

A CSP is an entity such as a PJM-qualified CSP that the customer has designated to facilitate all or some of the customer notifications and transactions under this Rider.

The customer must provide written notice to the Company of any such designation. Such written notice shall specify the authority that the customer has granted to the CSP, including any authority to access customer data. The customer is ultimately responsible for compliance with the terms and conditions of this Rider, including any charges under this Rider, in which the customer has voluntarily elected to participate.

The term "customer" as used herein shall mean the customer or an aggregation of customers that have agreed for purposes of participation in the Rider to participate as an aggregation in the same manner as a single customer would under this Rider. The term "participant" as used herein shall mean the customer or customer-designated CSP as defined above.

Conditions of Service.

- (1) The provisions of this Rider qualify under the PJM Emergency Demand Response Program as of the effective date. The Company reserves the right to make changes to this Rider in order to continue to qualify under the PJM Emergency Demand Response Program, or otherwise, as appropriate.
- (2) The Company reserves the right to call for (request) customers to curtail their DRS load when a Pre-Emergency and/or Emergency Mandatory Load Management Reduction Action has been issued by PJM.
- (3) The Company will endeavor to provide as much advance notice as possible of curtailments under this Rider including an estimate of the duration of such curtailments. However, the customer's DRS load shall be curtailed within ~~1590~~ minutes if so requested.
- (4) All curtailments will apply for the delivery year (DY) which is defined by PJM as June 1 through May 31 of the following year. Contracts will apply for multiple delivery years.

N

(Cont'd on Sheet No. 29.1)

**ISSUED BY**  
**PAUL CHODAK III**  
**PRESIDENT**  
**FORT WAYNE, INDIANA**

**EFFECTIVE FOR ELECTRIC SERVICE RENDERED**  
**ON AND AFTER JUNE 1, 2015**

Received: APRIL 6, 2015  
IURC 30-Day Filing No.: 3346  
Indiana Utility Regulatory Commission

**ISSUED UNDER AUTHORITY OF THE**  
**INDIANA UTILITY REGULATORY COMMISSION**  
**CONFERENCE DATED**  
**30-DAY FILING NO.**



**RIDER D.R.S.1**  
**(Demand Response Service – Emergency)**

(Cont'd from Sheet No. 29.1)

the amount of Curtailed Demand CSP desires the Company to register with PJM. The Committed kW shall be the amount of Curtailed Demand that is the basis upon which participants are paid under this Rider. Registered kW shall be equal to or greater than Committed kW. Committed kW shall not exceed the Registered kW.

- (11) In addition to curtailments under Item 2 above, the Company reserves the right to call for (request) customers to curtail their DRS load when, in the sole judgment of the Company, an emergency condition exists on the American Electric Power (AEP) System. The Company shall determine that an emergency condition exists if curtailment of load served under this Rider is necessary in order to maintain service to the Company's other firm service customers according to the AEP System Emergency Operating Plan. During such event, the customer must make best efforts to voluntarily curtail DRS load.
- (12) **NO RESPONSIBILITY OR LIABILITY OF ANY KIND SHALL ATTACH TO OR BE INCURRED BY THE COMPANY OR THE AEP SYSTEM FOR, OR ON ACCOUNT OF, ANY LOSS, COST, EXPENSE, OR DAMAGE CAUSED BY OR RESULTING FROM, EITHER DIRECTLY OR INDIRECTLY, ANY CURTAILMENT OF SERVICE UNDER THE PROVISIONS OF THIS RIDER.**

DRS Product Type Options and Curtailment Demand Payment

Product Type	Curtailment Availability	Maximum Number of Curtailments	Hours of Day Required to Respond	Maximum Duration of Curtailments	2015/2016 DY Curtailment Demand Pymt \$/kW-month
Limited DRS	Any weekday during June – Sept. of DY	10	12 PM - 8 PM	6 Hours	<del>\$3.643</del> <u>\$3.413</u>
Extended Summer DRS	Any day during June – October and following May of DY	Unlimited	10 AM – 10 PM	10 Hours	<del>\$3.643</del> <u>\$3.413</u>
Annual DRS	Any day during DY	Unlimited	June – Oct. and following May of DY Nov. – April (6 AM-9 PM)	10 Hours	<del>\$3.643</del> <u>\$3.413</u>

(Cont'd on Sheet No. 29.3)

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**RIDER D.R.S.1**  
**(Demand Response Service – Emergency)**

(Cont'd from Sheet No. 29.2)

The Curtailment Demand Payment shall be calculated in \$ per kW-month as the greater of (a) the four-year average RPM Clearing price for the applicable locational delivery area and product type, calculated using the preceding delivery year, the delivery year and the subsequent two (2) delivery years and (b) 35% of the applicable PJM Reliability Pricing Model (RPM) Net Cost of New Entry (Net CONE) for the delivery year.

Exception to 15-Minute Notification to Curtail DRS Load.

Customers will be required to fully respond to curtailment requests within 15-minutes of notification from the Company unless an exception request has been approved by PJM. The qualifying exceptions as defined by PJM are listed directly below. The intent of these qualifying exceptions is to accommodate DRS customers with legitimate, physical reasons that prevent curtailing load within a 15-minute notification time period.

PJM Qualifying Exception Definitions:

1) Damage (feedstock/equipment/product) - unavoidable significant damage to feedstock, equipment or product.

2) Generator Ramp time - Transfer of load to back-up generation requires taking more than 15-minutes.

3) Safety Issue - On-site safety concerns prevent location from implementing reduction plan in less than 15-minutes.

Customers desiring to be considered for one of the above qualifying exceptions shall complete an Exception Request Form, provided by the Company upon request. Company will submit any completed form to PJM for consideration and approval. Company will notify customer of PJM's approval/denial decision and if approved what the approved notification time period will be for the next delivery year. PJM may require customers to apply for an exemption prior to each delivery year.

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(Cont'd on Sheet No. 29.4)

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PRESIDENT  
FORT WAYNE, INDIANA

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**RIDER D.R.S.1**  
**(Demand Response Service – Emergency)**

(Cont'd from Sheet No. 29.3)

Customer Baseline Load Calculation.

A Customer Baseline Load (CBL) will be calculated for each hour corresponding to each curtailment event hour. Normally, the CBL will be calculated for each hour as the average corresponding hourly demands from the highest four (4) out of the five (5) most recent similar non-event days in the period preceding the relevant curtailment event. The highest load days are defined as the similar days (Weekday, Saturday, Sunday/Holiday as defined by PJM) with the highest energy consumption spanning the curtailment event hours. In cases where the normal calculation does not provide a reasonable representation of normal load conditions, the Company and the participant may develop an alternative CBL calculation that more accurately reflects the customer's normal consumption pattern.

Curtailed Demand.

The customer's Curtailed Demand shall be determined based upon the method of measurement chosen by the customer. The customer may choose one of two methods to measure the curtailed demand: 1) Guaranteed Load Drop (GLD) or 2) Firm Service Level (FSL). The method chosen shall remain in effect for the entire contract period.

(1) Guaranteed Load Drop Method

- (a) Each customer must designate a Guaranteed Load Drop (GLD), which amount shall be the minimum demand reduction that the customer will provide for each hour during a curtailment event or during a curtailment test. The customer's GLD can not be greater than the customer's Peak Load Contribution (PLC), as defined below. GLD shall be adjusted to include losses.
- (b) If the customer fails to fully comply with a request for curtailment under the provisions of this Rider or does not reduce load by the full GLD, a non-compliance charge shall apply. For this purpose, Actual Load Drop (ALD) is defined as the difference between the customer's CBL and their actual hourly load. If the ALD is less than the GLD, the Event Non-Compliance Demand shall be equal to the average difference between the GLD and the ALD occurring during the hours of the curtailment event. Otherwise, the Event Non-Compliance Demand shall be zero (0).

(Cont'd on Sheet No. 29.5)

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**(Demand Response Service – Emergency)**

(Cont'd from Sheet No. 29.4)

(2) Firm Service Level (FSL) Method

- (a) Firm Service Level Peak Load Contribution (PLC) – The customer's PLC will be calculated each year as the average of its load during PJM's five (5) highest peak loads during the twelve month period ended October 31 of the previous year. In the cases where the normal calculation does not provide a reasonable representation of normal load conditions, the Company and the customer may develop an alternative PLC calculation that more accurately reflects the customer's normal consumption pattern. PLC shall include losses.
- (b) Available Curtailable Demand (ACD) - The customer must designate an ACD, defined as the difference between the PLC and the Firm Service Level (FSL). The FSL is the demand to which the customer agrees to reduce load to or below for each hour during a curtailment event. FSL shall be adjusted to include losses.
- (c) If the customer fails to fully comply with a request for curtailment under the provisions of this Rider, then the Non-Compliance Charge shall apply. If a customer is operating at or below their designated FSL during an event, it will be understood that they have no DRS capacity available with which to comply and will not be charged a non-compliance penalty. If the metered demand during the curtailment event is above the FSL, the Event Non-Compliance Demand shall be equal to the average difference between the customer's metered demand and the FSL during the hours of the curtailment event. Otherwise the Event Non-Compliance Demand shall be zero (0).

Curtailed Energy.

The Curtailed Energy shall be determined for each curtailment event hour, defined as the difference between the customer's CBL for that hour and the customer's metered load for that hour.

Curtailment Payment.

The **Curtailment Energy Payment** shall be 90% of the AEP East Load Zone hourly Real-Time Locational Marginal Price (LMP) established by PJM (including congestion and marginal losses) for each curtailment event hour.

The Curtailment Demand Payment ~~for the June 1, 2014 through May 31, 2015 delivery year~~ shall be as shown ~~on Sheet No. 29.2~~ under section DRS Product Type Options and Curtailment Demand Payment. T T

(Cont'd on Sheet No. 29.6)

ISSUED BY  
PAUL CHODAK III  
PRESIDENT  
FORT WAYNE, INDIANA

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**RIDER D.R.S.1**  
**(Demand Response Service – Emergency)**

(Cont'd from Sheet No. 29.5)

Monthly Demand Payment.

The Monthly Demand Payment shall be applicable to each month the customer is served under this Rider, regardless of whether or not there are any curtailment events during the month.

1. Guaranteed Load Drop Method – The Monthly Demand Payment shall be equal to the product of the GLD and the Curtailment Demand Payment.
2. Firm Service Level (FSL) Method – The Monthly Demand Payment shall be equal to the product of the ACD and the Curtailment Demand Payment.

The Company reserves the right to withhold Monthly Demand Payments from any customer who is indebted to the Company for any service rendered at any location contracted under this Rider. If the customer's indebtedness to the Company has not been resolved by May 31 of the current delivery year, all Monthly Demand payments outstanding shall be forfeited.

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Monthly Event Payment.

An Event Payment shall be calculated for each event hour equal to the product of the Curtailed Energy for that hour and the Curtailment Energy Payment for that hour. The Monthly Event Payment shall be the sum of the hourly Event Payments for all events occurring in the calendar month, but shall not exceed the portion of the customer's monthly bill that is computed on a per KWH basis under the applicable Standard Rider for the same billing month. The customer shall not receive Event Payment for any curtailment events to the extent that the customer's DRS capacity is already reduced due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike, economic conditions, or any situation other than the customer's normal operating conditions. Event Payments will not be withheld if the customer's DRS capacity is already reduced as a result of customer actions taken in anticipation of a curtailment.

Annual Non-Compliance Charge.

Charges for non-compliance will be based on the customer's Non-Compliance Demand which reflects any failure by the customer to fully comply with requests for curtailment under the applicable DRS Product Type Option of this Rider. . The Annual Non-Compliance Charge shall be equal to the average Non-Compliance Demand times the Curtailment Demand Payment times 12.

In the event that the Annual Non-Compliance Charge is greater than zero, such charge shall be assessed as a uniform offset to the Customer Payments for remaining months of the delivery year, or as a one-time charge if the delivery year has ended. Upon request, the Company may, but is not obligated to allow payment of the one-time charge over a period not to exceed twelve (12) months. In no event shall the Annual Non-Compliance Demand Charge exceed the sum of the Customer Payments, excluding the Annual Non-Compliance Charge, for the delivery year.

(Cont'd on Sheet No. 29.7)

**ISSUED BY**  
**PAUL CHODAK III**  
**PRESIDENT**  
**FORT WAYNE, INDIANA**

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**30-DAY FILING NO.**

**RIDER D.R.S.1**  
**(Demand Response Service – Emergency)**

(Cont'd from Sheet No. 29.6)

Settlement.

The net amount of the Monthly Demand Payment, Monthly Energy Event Payment and Annual Non-Compliance Charge will be provided to the participant by check or electronic payment within 60 days after the end of the delivery month. A customer may request the aggregation of individual customer account payments into a single payment.

Term.

Contracts under this Rider shall be made for an initial period of four (4) delivery years and shall remain in effect until either party provides three (3) years' written notice prior to March 1 of its intention to discontinue service under the terms of this Rider for the fourth delivery year beginning after the notice is provided. Written notice deadlines through March 1, 201~~9~~<sup>98</sup> are as follows:

<u>Written Notice Deadline</u>	<u>Effective Date of End of Service under Rider</u>
March 1, 201 <del>6</del> <sup>65</sup>	June 1, 201 <del>9</del> <sup>98</sup>
March 1, 201 <del>7</del> <sup>76</sup>	June 1, 20 <del>19</del> <sup>20</sup>
March 1, 201 <del>8</del> <sup>87</sup>	June 1, 202 <del>1</del> <sup>10</sup>
March 1, 201 <del>9</del> <sup>98</sup>	June 1, 202 <del>2</del> <sup>24</sup>

If a customer becomes ineligible for service under this Rider during the term of a contract under this Rider, the Company reserves the right to terminate such contract immediately.

Special Terms and Conditions.

Customer specific information, including, but not limited to DRS contract capacity, shall remain confidential.

If a new peak demand is set by the customer in the hour following a curtailment event due to the customer resuming the level of activity prior to the curtailment, the customer may request, in writing, that the customer's billing demand be adjusted to disregard that new peak. The Company will promptly evaluate all such requests and approve reasonable requests. In specific circumstances and subject to reasonable conditions, the Company may approve requests in advance.

ISSUED BY  
PAUL CHODAK III  
PRESIDENT  
FORT WAYNE, INDIANA

Received: APRIL 6, 2015  
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