

Indiana Michigan Power
P.O. Box 60
Fort Wayne, IN 46801
IndianaMichiganPower.com



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

January 15, 2016

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 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." I&M represents that Rider D.R.S.1 qualifies under the PJM Interconnection, L.L.C.¹ (PJM) Emergency Demand Response Program. 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).

I&M requests to amend Rider D.R.S.1 to reflect the new provisions of OATT that becomes effective June 1, 2018 pertaining to the introduction of Demand Response products to be effective June 1, 2018 and the removal of the currently offered Demand Response products, also effective June 1, 2018. Although the customer operational changes due to the modifications in Demand Response products offered through Rider D.R.S.1 will not begin until June 1, 2018, customers currently participating and those customers currently considering registering to participate in Rider D.R.S.1, will have contractual commitments that extend beyond June 1, 2018. Therefore, it is imperative that customers are made fully aware of these coming changes as they are making decisions to enroll or continue enrollment under I&M's Rider D.R.S.1 Demand Response Program.

I&M is also proposing clarifying language of customer obligations surrounding curtailment testing provisions and a correction of the Load Zone description included in the Curtailment Payment section of the Rider.

I&M requests that the revised tariff sheets be effective upon approval of this filing. In support of this request, I&M states that no rates, charges or program changes will impact customers until 2018 as a result of approval of the modifications proposed in this filing. However, I&M would like to make these modifications available to customers as soon as possible to enable them to make informed contractual decisions.

¹ 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.

January 15, 2016
Page 2

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 SECOND REVISED SHEET NO. 29.1, THIRD REVISED SHEET NO. 29.2, FOURTH REVISED SHEET NO. 29.3, FOURTH REVISED SHEET NO. 29.4, SECOND REVISED SHEET NO. 29.5, SECOND REVISED SHEET NO. 29.6, FIRST REVISED SHEET NO. 29.7 and ORIGINAL SHEET NO. 29.8.
2. Supporting PJM documentation, Attachment A.
3. 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.

Sincerely,



William W. Hix
Regulatory Consultant Staff

Enclosures

cc: Brad Borum-IURC
David Stippler-OUCC

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

(Cont'd from Sheet No. 29)

- (5) In no event shall the customer be subject to PJM initiated load curtailment (PJM event) under the provisions of this Rider for more than the amount designated under the DRS Product Type Option selected by customer during delivery year. The customer must agree to be subject to DRS curtailments pursuant to the DRS Product Type Option selected by customer from the DRS Product Type Option table herein.
- (6) The Company will inform the participant regarding the communication process for notices to curtail. The customer is ultimately responsible for receiving and acting upon a curtailment notification from the Company. The customer is not responsible in the event the Company fails to properly issue a curtailment notification.
- (7) All customer metering demand data required under this Rider shall be determined from 15-minute integrated metering with remote interrogation capability and demand recording equipment owned, installed, operated and maintained by the Company. When required, the Company will install such metering equipment for individual accounts contracting for 50 kW or more at no cost to the customer and for accounts contracting for less than 50 kW, a fee of \$750.00 paid in advance shall be required.
- (8) During each delivery year the Company will conduct a test and verify the customer's ability to curtail as required by PJM. However, if a curtailment event is called by PJM prior to the test, then the event shall be considered the test for the delivery year. The Company reserves the right to re-test all customers if the Company does not achieve the minimum 75% compliance testing standards for all of the Company's DRS customers as required by PJM. Additionally, the Company reserves the right to retest individual customers, and/or aggregated groups, including individual customers within an aggregate group, that fail to comply during a test. These tests must be conducted for one hour on a weekday between 12 noon and 8 p.m., Eastern Time, from June 1 through September 30 during the delivery year. T
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- (9) If the customer fails to comply with the provisions of curtailment under this Rider, including the test provisions as indicated above, the Company and the customer will discuss methods to comply during future events. If the problem cannot be resolved to the Company's satisfaction, the Company reserves the right to adjust the customer's committed kW amount or discontinue service to the customer under this Rider. Such adjustments or terminations will be charged as outlined under the Annual Non-Compliance Charge provision. T
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- (10) The minimum DRS capacity contracted for under this Rider will be 100 kW. Customers with multiple electric service accounts may aggregate those individual accounts to meet the 100 kW minimum DRS capacity requirement under this Rider; however, the DRS capacity committed for each individual account shall not be less than 25 kW and no more than one site may be 100 kW or greater. Aggregation with multiple individual electric service accounts, not under common ownership, must designate a PJM qualified CSP who shall be responsible to facilitate all of the customer notifications and transactions under this Rider. A CSP that creates an aggregation may provide to the Company both a Registered kW and Committed kW amount of such aggregation. The Registered kW represents

(Cont'd on Sheet No. 29.2)

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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 |
| Extended Summer DRS | Any day during June – October and following May of DY | Unlimited | 10 AM – 10 PM | 10 Hours | \$3.413 |
| Annual DRS | Any day during DY | Unlimited | June – Oct. and following May of DY Nov. – April (6 AM-9 PM) | 10 Hours | \$3.413 |

The current Limited, Extended Summer and Annual DRS products will be removed effective June 1, 2018.
 (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.

Beginning June 1, 2018 - DRS Product Type Options

| Product Type | Curtailment Availability | Maximum Number of Curtailments | Hours of Day Required to Respond | Maximum Duration of Curtailments |
|---------------------------------------------------------------|--------------------------------------------------------------------------|--------------------------------|------------------------------------------------------------------------------|----------------------------------|
| Base Capacity Demand Resource (2018/2019 & 2019/2020 DY only) | Any day during June-Sept. of DY | Unlimited | 10 AM-10 PM | 10 Hours |
| Capacity Performance Demand Resource (Effective 2018/2019 DY) | Any day during DY (unless on an approved maint. Outage during Oct.-Apr.) | Unlimited | June – Oct. and following May of DY (10 AM-10 PM) Nov. – Apr. (6 AM-9 PM) | No Limit |

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(Cont'd on Sheet No. 29.4)

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

(Cont'd from Sheet No. 29.3)

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.

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.

(Cont'd on Sheet No. 29.5)

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

(Cont'd from Sheet No. 29.4)

(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).

(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 all full 15-minute intervals of the curtailment event. Otherwise the Event Non-Compliance Demand shall be zero (0).

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For the Capacity Performance Demand Resource product, if the metered demand during the curtailment event is above the FSL, the Event Non-Compliance Energy shall be equal to the cumulative amount by which the customer's metered demand exceeds the FSL during all full 15-minute intervals of the curtailment event.

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(Cont'd on Sheet No. 29.6)

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

(Cont'd from Sheet No. 29.5)

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 Indiana Michigan Power Company pricing point (AEPIM_RESID_AGG) of the AEP Load Zone hourly Real-Time Locational Marginal Price (LMP), or successor pricing point, as established by PJM (including congestion and marginal losses) for each curtailment event hour.

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

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.

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.

(Cont'd on Sheet No. 29.7)

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

(Cont'd from Sheet No. 29.6)

Annual Non-Compliance Charge.

Limited, Extended Summer, Annual DRS Products and Base Capacity Resource Product.

Charges for non-compliance under the Limited, Extended Summer, Annual DRS Products (through the 2017/2018 delivery year), and Base Capacity Resource Product (for the 2018/2019 and 2019/2020 delivery years only) 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, including any non-compliance testing requirements as outlined above. 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.

Capacity Performance Resource Product.

Beginning on June 1, 2018, the non-compliance charge will be based on the AEP, or successor, Locational Deliverability Area yearly Net CONE with a divisor of 30 (emergency action hours per year). The Non-Compliance Rate in \$/MWh will be equal to the product of Net CONE (\$/MW-day) as published by PJM and the number of days in the delivery year (365 or 366) divided by 30. The Monthly Non-Compliance Charge shall be equal to the product of the Non-Compliance Energy and the Non-Compliance Rate. The sum of the Monthly Non-Compliance Charges may exceed the sum of customer's monthly Demand Credits for the delivery year.

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.

(Cont'd on Sheet No. 29.8)

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

(Cont'd from Sheet No. 29.7)

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 |

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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Attachment A

Demand Resource Product Type Requirements

| Requirement | Limited DR | Extended Summer DR | Annual DR | Base Capacity Demand Resource (18/19 & 19/20 DY only) | Capacity Performance Demand Resource (Effective 18/19 DY) |
|----------------------------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------|-----------------------------------------------------------------------------------|
| Availability | Any weekday, other than NERC holidays, during June – Sept. period of DY | Any day during June- October period and following May of DY | Any day during DY (unless on an approved maintenance outage during Oct. - April) | Any day during June-September of DY | Any day during DY (unless on an approved maintenance outage during Oct.-April) |
| Maximum Number of Interruptions | 10 interruptions | Unlimited | Unlimited | Unlimited | Unlimited |
| Hours of Day Required to Respond (<i>Hours in EPT</i>) | 12:00 PM – 8:00 PM | 10:00 AM – 10:00 PM | Jun – Oct. and following May: 10 AM – 10 PM Nov. – April: 6 AM- 9 PM | 10:00 AM – 10:00 PM | Jun – Oct. and following May: 10 AM – 10 PM Nov. – April: 6 AM- 9 PM |
| Maximum Duration of Interruption | 6 Hours | 10 Hours | 10 Hours | 10 Hours | No limit |

Current Limited, Extended Summer, & Annual DR product definitions eliminated effective 2018/2019 DY.

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 introduction of Demand Response products to be effective June 1, 2018 and the removal of the currently offered Demand Response products, also effective June 1, 2018, and clarifying language surrounding curtailment testing 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: January 15, 2016



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 15th day of January 2016.



Regiana M. Sistevaris, Notary Public

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

Public Notice- Legal Individual - 9906

LEGAL NOTICE STATE OF INDIANA INDIANA UTILITY REGULATORY COMMISSION
Indiana Michigan Power Company (I&M), an Indiana corporation, gives notice that on or before January 15, 2016, it will submit for approval under the Indiana Utility Regulatory Commission's thirty-day filing process revisions to Rider D.R.S.1 (Demand Response Service-Emergency) to reflect the introduction of Demand Response products to be effective June 1, 2018 and the removal of the currently offered Demand Response products, also effective June 1, 2018. The changes to the Rider D.R.S.1 Demand Response products are brought about by changes to the PJM Interconnection LLC (PJM) Open Access Transmission Tariff (OATT) approved by FERC on May 9, 2014 in Docket ER14-822. Although the customer operational changes due to the Demand Response products offered through Rider D.R.S.1 will not begin until the PJM Year 2018/2019, customers currently participating and those customers currently considering registering to participate in Rider D.R.S.1, will have contractual commitments that extend into the PJM Year 2018/2019. In addition to the Demand Response product changes, the referenced filing will include clarification of customer obligations surrounding curtailment testing provisions and a correction of the Load Zone description included in the Curtailment Payment section of the Rider. A decision on the proposed revisions to Rider D.R.S.1 is expected from the Indiana Utility Regulatory Commission on or before February 17, 2016. Please direct inquiries to: Indiana Michigan Power Company Attn: Director of Regulatory Services P.O. Box 60 Fort Wayne, IN 46801
Objections to this filing can be made to the following: Indiana Utility Regulatory Commission Attn: Commission Secretary PNC Center 101 West Washington Street Suite 1500 East Indianapolis, Indiana 46204 Indiana Office of Utility Consumer Counselor PNC Center 115 W. Washington Street Suite 1500 South Indianapolis, Indiana 46204 1--13 1222537 hspaxlp

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