

ORIGINAL

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

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SIA  
JLG

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IN THE MATTER OF THE PETITION OF )  
INDIANA MICHIGAN POWER COMPANY )  
FOR AUTHORIZATION OF A NEW OFF- ) CAUSE NO. 43775  
SYSTEM SALES MARGIN SHARING )  
RIDER ADJUSTMENT (CHARGE/CREDIT) )  
APPLICABLE FOR THE BILLING ) APPROVED: DEC 1 6 2009  
MONTHS OF JANUARY THROUGH )  
DECEMBER 2010 )

**BY THE COMMISSION:**

**David E. Ziegner, Commissioner**

**Loraine L. Seyfried, Administrative Law Judge**

On September 2, 2009, Indiana Michigan Power Company ("I&M" or "Petitioner") filed its Verified Petition for a New Off-System Sales ("OSS") Margin Sharing Rider Adjustment (Charge/Credit) ("Petition") with the Indiana Utility Regulatory Commission ("Commission") for approval of a new OSS Margin Sharing Rider Adjustment charge for electric service to be applicable during the January through December 2010 billing months. On September 2, 2009, Petitioner also filed the testimony and exhibits of Scott M. Krawec, Petitioner's Director of Regulatory Services; William A. Allen, Director of Operating Company Forecasts for American Electric Power Service Corporation ("AEPSC"); Jeffrey L. Brubaker, Director of Regulatory Accounting Services for AEPSC; and David M. Roush, Manager-Regulated Pricing and Analysis for AEPSC. On September 17, 2009, the Indiana Michigan Power Company Industrial Group ("Industrial Group"), an ad hoc group of industrial customers located in the electric service territory of I&M,<sup>1</sup> filed its Petition to Intervene, which was subsequently granted by a docket entry dated September 25, 2009.

Pursuant to notice and as provided for in 170 IAC 1-1.1-15, a Prehearing Conference and Preliminary Hearing in this Cause was held in Room 224, National City Center, 101 West Washington Street, Indianapolis, Indiana at 1:30 p.m. on October 6, 2009. On October 14, 2009, the Commission entered a Prehearing Conference Order, which among other things, established a procedural schedule in this Cause.

On November 6, 2009, I&M submitted a Stipulation and Settlement Agreement ("Settlement Agreement") between I&M, the Indiana Office of Utility Consumer Counselor ("OUCC") and the Industrial Group (collectively, the "Parties"). On November 12, 2009, I&M and the OUCC filed the testimony of Scott M. Krawec and Wes R. Blakley, respectively, in support of the Settlement Agreement.

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<sup>1</sup> The Industrial Group included Air Products & Chemicals, Inc., Arcelor Mittal USA, Hartford City Paper, LLC, Marathon Petroleum Company, LLC, Praxair, Inc. and The Linde Group.

Pursuant to notice published as required by law, proof of which was incorporated into the record by reference and placed in the official files of the Commission, a public hearing was held in this Cause on November 24, 2009 at 10:30 a.m. in Room 224 of the National City Center, 101 West Washington Street, Indianapolis, Indiana. Petitioner, the OUCC and the Industrial Group participated in the hearing. No members of the general public appeared. At the hearing, Petitioner's testimony and exhibits, along with the Settlement Agreement and the testimony in support thereof, were admitted into evidence without objection. Also admitted into evidence were the Responses of I&M and the OUCC to questions contained in docket entries issued by the Commission.

The Commission, based upon the applicable law and the evidence of record, and being duly advised in the premises, now finds as follows:

1. **Notice and Jurisdiction.** Due, legal and timely notice of the evidentiary hearing in this Cause was given and published by the Commission as required by law. Petitioner operates a public utility and, as such, is subject to the jurisdiction of this Commission in the manner and to the extent provided by the Public Service Commission Act, as amended, and other pertinent laws of the State of Indiana. Accordingly, the Commission has jurisdiction over Petitioner and the subject matter of this proceeding.

2. **Petitioner's Characteristics.** I&M is a public electric generating utility, organized and existing under the laws of the State of Indiana, with its principal office and place of business at One Summit Square, Fort Wayne, Indiana. I&M is engaged in rendering electric service in the State of Indiana, and owns, operates, manages and controls, among other properties, plant and equipment within the State of Indiana that are used for the generation, transmission, delivery and furnishing of such service to the public.

3. **Relief Requested.** In Cause No. 43306, the Commission approved an OSS Margin Sharing Rider ("OSS Rider"), which tracks Indiana retail jurisdictional OSS margins above \$37.5 million to be equally shared between Petitioner's customers and Petitioner. The initial OSS Rider factors were established pursuant to the Commission's March 4, 2009 Order in Cause No. 43306. I&M seeks to reconcile actual OSS margins for the period March 23, 2009 through June 30, 2009 and to also reflect in billing factors the projection of OSS margins in calendar year 2010.

4. **Settlement Agreement.** As we have stated previously, settlements presented to the Commission are not ordinary contracts between private parties. *United States Gypsum, Inc. v. Indiana Gas Co.*, 735 N.E.2d 790, 803 (Ind. 2000). When the Commission approves a settlement, that settlement "loses its status as a strictly private contract and takes on a public interest gloss." *Id.* (quoting *Citizens Action Coalition v. PSI Energy*, 664 N.E.2d 401, 406 (Ind. Ct. App. 1996)). Thus, the Commission "may not accept a settlement merely because the private parties are satisfied; rather [the Commission] must consider whether the public interest will be served by accepting the settlement." *Citizens Action Coalition*, 664 N.E.2d at 406. Furthermore, any Commission decision, ruling, or order, including the approval of a settlement, must be supported by specific findings of fact and sufficient evidence. *United States Gypsum*, 735 N.E.2d at 795 (citing *Citizens Action Coalition v. Public Service Co.*, 582 N.E.2d 330, 331 (Ind. 1991)). The Commission's own procedural rules require that settlements be supported by

probative evidence. 170 IAC 1-1.1-17(d). Therefore, before the Commission can approve the Settlement Agreement, we must determine whether the evidence in this Cause sufficiently supports the conclusions that the Settlement Agreement is reasonable, just, and consistent with the purpose of Ind. Code § 8-1-2, and that such Settlement Agreement serves the public interest.

I&M Witness Krawec testified regarding the terms and conditions of the Settlement Agreement. The Settlement Agreement provides that the OSS Rider factor will be calculated using a margin projection that predicts a higher level of OSS margins than contained in I&M's forecast. Based on that projection, the Settlement Agreement provides that the OSS Rider factor shall be set at 0.00 mills/kWh, subject to reconciliation for sharing of actual OSS margins achieved during the projection period as part of the next reconciliation filing. Mr. Krawec testified that using the settlement projection benefits customers by avoiding a charge to customers during calendar year 2010. The Settlement Agreement also contains certain provisions regarding discussions to be held among the Parties regarding the impact, if any, that the outage of Unit One of the Cook Nuclear Plant had on OSS margins during the 12-month reconciliation period ending June 30, 2010. The Parties agreed that all other issues in this Cause are considered resolved, including the reasonableness of the level of OSS margins achieved during the reconciliation period.

Mr. Krawec noted that the effective period of these rates must still be reconciled, which could result in either an over- or under-recovery variance. Mr. Krawec believed that while much will depend on the state of the economy, market prices, and American Electric Power ("AEP") generating unit availability, the settlement projection falls within a reasonable range for possible outcomes and in his opinion is reasonable to utilize in this proceeding. Mr. Krawec recommended that the Commission approve the Settlement Agreement.

OUCG Witness Blakley explained Petitioner's calculation of its reconciliation of the OSS Rider from March 23, 2009 through June 30, 2009 and agreed with Petitioner's calculation. Mr. Blakley stated that the timing of reconciliation in this Cause, and the anticipated effective date of the proposed rates means that the next adjustment proceeding must reconcile six months of the existing rate (the initial factors adopted pursuant to the Order in Cause No. 43306), and six months of the newly-adopted rate. Mr. Blakley did not believe this will be difficult as long as future reviewers are aware of it. Mr. Blakley testified that I&M's projection of OSS margins plays a crucial role in whether the OSS Rider is a credit or charge, and is one of the terms of the Settlement Agreement. Mr. Blakley, like Mr. Krawec, stated that the effective period of these rates must still be reconciled, and thus could result in either an over- or under-recovery variance. Mr. Blakley also agreed that the settlement projection falls within a reasonable range and is reasonable to use in this proceeding. Mr. Blakley opined that the other terms of the Settlement Agreement are beneficial to ratepayers. He further noted that I&M has committed to performing an analysis of the impact of the outage at Cook Unit 1, and to cooperating with the Industrial Group and OUCG to understand the analysis. Mr. Blakley believed that this will assist the review of the next OSS Rider adjustment proceeding.

Based on the evidence presented as discussed herein and further below, we find the Settlement Agreement is reasonable, just, in the public interest and should be approved. With regard to future citation of the Settlement Agreement, we find that our approval herein should be

construed in a manner consistent with our finding in *Petition of Richmond Power & Light*, Cause No. 40434, approved March 19, 1997.

5. **Revenues Tracked Through the OSS Margin Sharing Rider.** The OSS Rider includes the revenues and expenses I&M is allocated from certain non-firm wholesale sales and other transactions made by the Commercial Operations business unit of AEP, the parent company of I&M. Per the Commission's Order in Cause No. 43306, I&M's revenue requirement used to establish basic rates includes a credit of \$37.5 million of OSS margins allocated to the Indiana retail jurisdiction. The OSS Rider tracks OSS margins above \$37.5 million to be shared 50% to customers and 50% to Petitioner.

6. **Projected OSS Margins.** As shown in Petitioner's Exhibit WAA-1, total I&M OSS margins computed consistent with the Commission's Order in Cause No. 43306 for the forecast period of January through December 2010 were estimated to be approximately \$62.0 million. I&M Witness Allen testified that the forecasted 2010 OSS margins were \$19.3 million lower than the \$81.3 million actually achieved for the twelve months ended June 2009. Mr. Allen stated that since October 2009, OSS margins have fallen significantly from recent historic levels as a result of lower market prices and demand. When the appropriate jurisdictional allocation factors are applied, the Indiana retail jurisdictional portion of forecasted OSS margins total \$40,427,067, as shown on Petitioner's Exhibit DMR-1.

For purposes of settlement and compromise, and without prejudice to the reasonableness of the forecast proposed by I&M or any other Party, the Parties agreed to use Indiana retail jurisdictional forecasted OSS margins of \$49,278,935. In I&M's November 23, 2009 filing, which was admitted into evidence as Petitioner's Exhibit 3, I&M explained that the forecast from WAA-1 is being used by Petitioner and that Petitioner's calculation contained in Exhibit DMR-1 was revised to result in an OSS factor of \$0.00/kWh. This adjustment was done in response to the consensus of the Settling Parties that an OSS factor of \$0.00/kWh was reasonable and appropriate for this adjustment period. When the actual results are compared to the forecast, the forecast from WAA-1 would be used for purposes of evaluating Petitioner's forecast, but an adjustment would then be made in the next tracker proceeding to reconcile actual results to the 2nd Revised Exhibit DMR-1 attached to Petitioner's Exhibit 3. Based upon the evidence presented, the Commission finds the use of projected OSS margins of \$49,278,935 to be reasonably used for purposes of determining the OSS Margin Sharing Rider.

7. **Actual OSS Margins/Actual OSS Margin Sharing Rider Revenues.** The initial factor as established in Cause No. 43306 was a credit to customers of \$25.055 million. As a fixed component of current basic rates, the \$37.5 million OSS margins credit is not subject to true up or sharing. As shown on Petitioner's Exhibit JLB-1, for the period March 23, 2009 through June 30, 2009 Petitioner has an under-recovery balance of \$5,889,467 for the OSS Margin Sharing Rider, which Petitioner has recorded as a regulatory asset. No party disputed this calculation.

8. **FTR Revenues.** In accordance with the Commission's Order in Cause No. 43306, Petitioner shall compare total Financial Transmission Right ("FTR") revenues to Load Serving Entity ("LSE") congestion costs for both the actual and forecast periods. If LSE congestion costs exceed total FTR revenues then the net amount is included in the PJM Cost

Rider calculation. If total FTR revenues exceed LSE congestion costs, then the net amount is included in the OSS Rider calculation. As shown in Petitioner's Exhibit DMR-1, total FTR revenues exceeded LSE congestion costs for both periods presented herein. Therefore the net FTR revenues were included as part of the OSS Margin Sharing Rider calculation.

**9. Resulting OSS Margin Sharing Rider Factor.** Pursuant to the Settlement Agreement, and as shown on 2nd Revised Exhibit DMR-1 attached to Petitioner's Exhibit 3, the OSS Margin Sharing Rider factor will be set at \$0.00 mills/kWh, subject to reconciliation for sharing of actual OSS margins achieved during the projected period in the next OSS Rider proceeding. The setting of the OSS Margin Sharing Rider factor at \$0.00 mills/kWh includes recovery of the \$5,889,467 regulatory asset applicable to the reconciliation period and a credit of \$5,889,467 for the 50% sharing of the \$11,778,935 of incremental OSS margins above the \$37.5 million of OSS margins included in basic rates. Based upon the evidence presented, the Commission approves the Settlement Agreement and the resulting OSS Margin Sharing Rider factor.

**10. Effect on Customers.** Based on an OSS Margin Sharing Rider factor of \$0.00 mills/kWh, as provided by the Settlement Agreement, the average residential customer using 1,000 kWh per month will see a monthly increase of \$1.77 or 2.01% on his or her electric bill for the period of January 2010 through December 2010.

**11. Future Filings.** Consistent with our current docketing convention for other tracker filings, we direct Petitioner to use the following docketing convention for the next and subsequent annual OSS Rider filings: Cause No. 43775 OSS 1, Cause No. 43775 OSS 2, etc.

In addition, we note that the OUCC's response to the Presiding Officers' November 18, 2009 Docket Entry indicated that an informal commitment had been made by I&M to work with the OUCC to develop a "standard audit packet" to be provided in the next annual filing. The Commission has previously recognized that the development of standard procedures, based on a proper balancing of the nature of the proceedings and the effort required by the OUCC to perform an adequate review, should assist in the timely review of issues presented in these types of proceedings.<sup>2</sup> Accordingly, we appreciate I&M's informal commitment and direct I&M to address the status of establishing a standard audit package in its testimony in support of its next OSS Margin Sharing Rider filing.

**IT IS THEREFORE ORDERED BY THE INDIANA UTILITY REGULATORY COMMISSION that:**

1. The Stipulation and Settlement Agreement, a copy of which is attached hereto, is approved.
2. Indiana Michigan Power Company is authorized to implement an OSS Margin Sharing Rider factor of \$0.00 mills/kWh.

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<sup>2</sup> See, *In re Application of PSI Energy Inc.*, Cause No. 42736-RTO 1 (IURC, 03/16/2005), pp. 5-6.

3. Petitioner shall place into effect the OSS Margin Sharing Rider factors approved herein, applicable to bills rendered beginning with the later of the first billing cycle for the billing month of January 2010, or upon filing with the Electricity Division of this Commission, a revised Tariff Sheet No. 52 consistent with the findings set forth herein, as shown in Revised Exhibit DMR-4 attached to Petitioner's Exhibit 2.

4. Petitioner shall address in its testimony supporting its next OSS Margin Sharing Rider the status of developing a standard audit packet with the OUCC.

5. Petitioner shall use the docketing convention described in Finding No. 11 for future OSS Margin Sharing Rider filings.

6. This Order shall be effective on and after the date of its approval.

**HARDY, ATTERHOLT, GOLC, LANDIS, AND ZIEGNER CONCUR:**

**APPROVED: DEC 16 2009**

**I hereby certify that the above is a true  
and correct copy of the Order as approved.**



**Brenda A. Howe  
Secretary to the Commission**

FILED  
November 06, 2009  
INDIANA UTILITY  
REGULATORY COMMISSION

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

IN THE MATTER OF THE PETITION OF )  
INDIANA MICHIGAN POWER COMPANY FOR )  
AUTHORIZATION OF A NEW OFF-SYSTEM )  
SALES MARGIN SHARING RIDER ADJUSTMENT )  
(CHARGE/CREDIT) APPLICABLE FOR THE )  
BILLING MONTHS OF JANUARY THROUGH )  
DECEMBER 2010 )

CAUSE NO. 43775

**SUBMISSION OF STIPULATION AND SETTLEMENT AGREEMENT**

Petitioner, Indiana Michigan Power Company ("I&M"), by counsel and in accordance with Paragraph 4 of the October 14, 2009 Prehearing Conference Order issued in this Cause, respectfully submits the attached Stipulation and Settlement Agreement dated November 6, 2009 by and among I&M, the Indiana Office of Utility Consumer Counselor and I&M Industrial Group (the "Agreement"). The Parties will file testimony in support of the Settlement Agreement at least five business days prior to the evidentiary hearing (i.e. November 12, 2009).

Respectfully submitted,



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Attorney for Indiana Michigan Power  
Company

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that the foregoing was served by providing a copy of same via email transmission, to the following:

Robert G. Mork  
Robert Endris  
Office of Utility Consumer Counselor  
Suite 1500 South  
115 W. Washington Street  
Indianapolis, Indiana 46204  
[rmork@oucc.in.gov](mailto:rmork@oucc.in.gov)  
[rendris@oucc.in.gov](mailto:rendris@oucc.in.gov)

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Timothy L. Stewart  
Lewis & Kappes, P.C.  
2500 One American Square  
Indianapolis, Indiana 46282  
[tstewart@lewis-kappes.com](mailto:tstewart@lewis-kappes.com)

Dated this 6<sup>th</sup> day of November, 2009.

  
\_\_\_\_\_  
Claudia J. Earls

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

IN THE MATTER OF THE PETITION OF )  
INDIANA MICHIGAN POWER COMPANY FOR )  
AUTHORIZATION OF A NEW OFF-SYSTEM ) CAUSE NO. 43775  
SALES MARGIN SHARING RIDER ADJUSTMENT )  
(CHARGE/CREDIT) APPLICABLE FOR THE )  
BILLING MONTHS OF JANUARY THROUGH )  
DECEMBER 2010 )

**STIPULATION AND SETTLEMENT AGREEMENT**

Indiana Michigan Power Company ("I&M" or "Company"), Indiana Michigan Power Company Industrial Group ("Industrial Group") and the Indiana Office of Utility Consumer Counselor ("OUCC") (collectively the "Parties" and individually "Party"), solely for purposes of compromise and settlement and having been duly advised by their respective staff, experts and counsel, stipulate and agree that the terms and conditions set forth below represent a fair, just and reasonable resolution of the matters set forth below, subject to their incorporation by the Indiana Utility Regulatory Commission ("Commission") into a final, non-appealable order ("Final Order") without modification or further condition that may be unacceptable to any Party. If the Commission does not approve this Stipulation and Settlement Agreement ("Agreement"), in its entirety, the entire Agreement shall be null and void and deemed withdrawn, unless otherwise agreed to in writing by the Parties.

**A. TERMS AND CONDITIONS**

1. I&M's filing in Cause No. 43775 (Off-System Sales ("OSS") tracker) is acceptable and should be approved in its entirety, except for the following modifications:

- (a) For the purposes of settlement and compromise only, and without prejudice to the reasonableness of the forecast proposed by I&M or by any other Party, the Parties agree that the OSS tracker rider should be calculated using a forecast that predicts jurisdictional OSS margins during the projected period will be \$49,278,935, which is a higher level of OSS margins than contained in I&M's forecast.
- (b) The OSS tracker factor should be set at 0.00 mills/kWh subject to reconciliation for sharing of actual OSS margins achieved during the projected period in the next OSS tracker proceeding. The setting of the OSS tracker factor at 0.00 mills/kWh includes recovery of the \$5.9 million regulatory asset applicable to the reconciliation period and a credit of \$5.9 million for the 50% sharing of the \$11.8 million of forecasted OSS margins above the \$37.5 million of OSS margins included in basic rates.
- (c) I&M and the Industrial Group will, and the OUCC may, discuss the nature of the information sought by the Industrial Group regarding the impact, if any, that the outage of Unit One of the Cook Nuclear Plant had on OSS margins during the 12-month reconciliation period ending June 30, 2010 (Cook OSS Impact).
- (d) Based on that discussion, I&M will provide to the Industrial Group and the OUCC the inputs and methodology that could be used to prepare an estimate of the Cook OSS Impact so that the Industrial Group and OUCC may consider that information in preparing and offering testimony in the next OSS tracker proceeding.
- (e) I&M agrees to make technical experts available for discussion of the estimate of the Cook OSS impact with the Industrial Group and its consultant and the OUCC upon request by the Industrial Group and/or the OUCC.
- (f) I&M's cooperation under subsections (c), (d) and (e) is not a waiver of any objections or rebuttal I&M may have to the substance or relevance of any testimony the Industrial Group may offer in the next OSS tracker proceeding.
- (g) All other issues in Cause No. 43775 are considered resolved, including the reasonableness of the level of OSS margins achieved during the reconciliation period.

2. The OUCC may offer testimony describing the history and mechanics of the OSS tracker and the timing of the effective dates of the OSS tracker rider on customer bills.

3. I&M's prefiled direct testimony will be admitted into the record and the parties agree to waive cross examination on it.

4. Without prejudice to its ability to offer testimony under subsection 1(d) (that is subject to I&M's rights preserved under subsection 1(f)), the Industrial Group will not offer testimony in the next OSS tracker proceeding on the impact, if any, that the outage of unit one of the Cook Nuclear Plant had on OSS margins in the reconciliation period in this proceeding ending June 30, 2009. The Industrial Group will not be offering testimony in this proceeding.

**B. Presentation of the Agreement to the Commission.**

1. The Parties shall submit this Agreement to the Commission for approval. If the Commission does not approve the Agreement in its entirety and incorporate it in a Final Order, the Agreement shall be null and void and deemed withdrawn, unless such change is agreed to by the Parties.

2. A Final Order approving this Agreement shall be effective immediately, and the agreements contained herein shall be unconditional, effective and binding on all Parties as an Order of the Commission.

3. The Parties acknowledge that nothing in this Agreement is intended to limit or expand the Commission's jurisdiction over I&M as provided by law.

**C. Effect and Use of the Agreement.**

1. The communications and discussions had, and materials produced and exchanged, concerning this Agreement all relate to offers of settlement, are privileged,

without prejudice to any Party, and shall not be used for any purpose other than as part of the negotiations that led to this Agreement.

2. It is understood that this Agreement is reflective of a negotiated settlement and the making of this Agreement shall not constitute an admission by any Party to this Agreement. It is also understood that each and every term of this Agreement is in consideration and support of each and every other term.

3. This Agreement shall not be used as precedent in any other proceeding or for any other purpose, except to the extent necessary to implement or enforce this Agreement.

4. The undersigned Parties have represented and agreed that they are fully authorized to execute the Agreement on behalf of their designated clients, and their successor and assigns, which will be bound thereby.

5. The Parties shall not appeal or seek rehearing, reconsideration or a stay of the Final Order approving this Agreement in its entirety and without change or condition(s) unacceptable to any Party (or related orders to the extent such orders are specifically implementing the provisions of this Agreement). The Parties shall support or not oppose this Agreement in the event of any appeal or a request for a stay by a person not a party to this Agreement or if this Agreement is the subject matter of any other state or federal proceeding.

6. The provisions of this Agreement shall be enforceable by any Party before the Commission and thereafter in any state court of competent jurisdiction as necessary.

7. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ACCEPTED and AGREED this 6<sup>th</sup> day of November, 2009.

INDIANA MICHIGAN POWER COMPANY

  
Name: Marc E. Lewis  
Its: Vice President External Relations

INDIANA MICHIGAN POWER COMPANY INDUSTRIAL GROUP

Name: Timothy L. Stewart  
Its: Attorney

INDIANA OFFICE OF UTILITY CONSUMER COUNSELOR

Name: A. David Stippler  
Its: Utility Consumer Counselor

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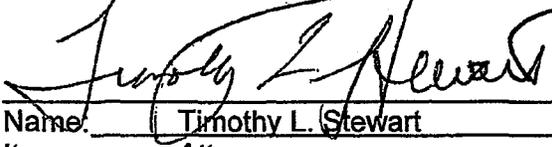
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ACCEPTED and AGREED this 6<sup>th</sup> day of November, 2009.

INDIANA MICHIGAN POWER COMPANY

Name: Marc E. Lewis  
Its: Vice President External Relations

INDIANA MICHIGAN POWER COMPANY INDUSTRIAL GROUP

  
Name: Timothy L. Stewart  
Its: Attorney

INDIANA OFFICE OF UTILITY CONSUMER COUNSELOR

Name: A. David Stippler  
Its: Utility Consumer Counselor

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ACCEPTED and AGREED this 6th day of November, 2009.

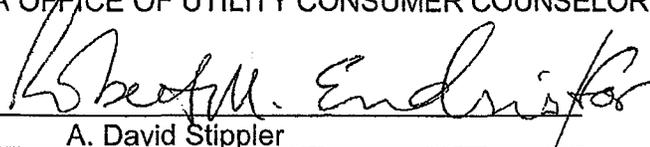
INDIANA MICHIGAN POWER COMPANY

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Name: Timothy L. Stewart  
Its: Attorney

INDIANA OFFICE OF UTILITY CONSUMER COUNSELOR

  
Name: A. David Stippler  
Its: Utility Consumer Counselor