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PUBLIC SERVICE  
COMMISSION

INDUSTRIAL POWER AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of April, 1990, by and between NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION, a Kentucky corporation with its principal offices at 612 East Dixie, Elizabethtown, Kentucky 42701, hereinafter referred to as the "Cooperative", and Flint Ink Corporation, a Michigan corporation with its principal offices at 25111 Glendale Avenue, Detroit, Michigan, hereinafter referred to as "Customer".

WITNESSETH:

WHEREAS, Cooperative is a rural electric cooperative providing retail electric service in Hardin County, Kentucky, and

WHEREAS, Cooperative is a member of East Kentucky Power Cooperative, Inc., hereinafter referred to as "EKPC", and purchases all of its wholesale electric power and energy from EKPC, and

WHEREAS, Customer is a member of Cooperative and desires to purchase all of its retail electric Power and energy needs from Cooperative, under the terms and conditions contained herein, to serve its Hardin County plant (hereinafter referred to as its "plant").

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the parties agree as follows:

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PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: Shane Little  
PUBLIC SERVICE COMMISSION MANAGER

1. Term: This Agreement shall become effective as of April 1, 1990, subject to the provisions of Section 12 herein. This Agreement shall continue in effect for a term of five years; after said five year term, it shall continue thereafter unless terminated by either party by providing written notice of such termination one year prior to the desired termination date.

2. Availability of Power: Subject to the other provisions of this Agreement, Cooperative shall make available to Customer, and the Customer shall take and purchase from Cooperative, all of Customer's requirements for firm power and energy for the operation of Customer's said plant. The "contract demand" under this Agreement shall be 2400 kW. Contract demand may be increased upon one month advance notice. The Customer shall have the right to decrease said contract demand, in increments not to exceed 1000 kW, upon three months advance notice to Cooperative. Contract demand shall not be decreased below a minimum of 1000 kW.

The power and energy made available to Customer hereunder shall be delivered, taken, and paid for in accordance with the terms hereof and the tariffs of the Cooperative, Schedule 9 or Schedule 10, as appropriate, as approved by the Kentucky Public Service Commission (the "P.S.C.") and as modified from time to time by appropriate

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BY: George L. Lee  
PUBLIC SERVICE COMMISSION MANAGER

authority, copies of which are attached hereto and hereby made a part hereof. In the event of any conflict between the provisions of this Agreement and said tariffs, the latter shall control.

3. Conditions of Delivery. The point of delivery for firm power and energy made available hereunder shall be the point at which Customer's facilities connect to Cooperative's facilities. The power and energy made available hereunder shall be in the form of 3-phase alternating current at a frequency of approximately 60 hertz and at a nominal voltage of 7200/12470. Regulation of voltage shall be within such limits as prescribed by the applicable rules and regulations of the P.S.C. Maintenance by Cooperative at said point of delivery of the above-stated frequency and voltage within the above-stated limits shall constitute availability of power for purposes of this Agreement. The power and energy taken by Customer hereunder shall be measured by meters and associated metering equipment to be or caused to be installed, operated, and maintained by Cooperative or EKPC. None of such electric power and energy shall be resold to third parties.

Neither Cooperative nor EKPC shall be obligated to provide or be responsible for providing protective equipment for Customer's lines, facilities, and equipment to protect against single phasing, low voltage, short circuits or any

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other abnormal system conditions, but Cooperative or EKPC, as the case may be, may provide such protective equipment as it deems necessary for the protection of its own property and operations. The electrical equipment installed by Customer shall be capable of satisfactory coordination with any protective equipment installed by Cooperative or EKPC.

4. Electric Disturbances. Customer shall not use the energy delivered under this Agreement in such manner as to cause electric disturbances which may be reasonably expected to (a) cause damage to or interference with Cooperative's system, systems connected with Cooperative's system, or facilities or other property in proximity to Cooperative's system, or (b) prevent Cooperative from serving other purchasers satisfactorily.

Cooperative may, at any time during the term of this Agreement, notify Customer of any such disturbances and, before attempting to take any other action, shall afford Customer a reasonable time and opportunity, under the circumstances involved, to correct or suppress the disturbances. If Customer does not so correct or suppress the disturbances, then Cooperative may suspend or discontinue service (but only to the extent appropriate).

Any interruption of service which may become necessary by reason of this Section shall not relieve Customer from its obligation to pay Cooperative the monthly charge as specified

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herein.

5. Right of Removal. Any and all equipment, apparatus, devices or facilities placed or installed, or caused to be placed or installed, by either of the parties hereto or by EKPC on or in the premises of the other party shall be and remain the property of the party owning and installing such equipment, apparatus, devices or facilities regardless of the mode or manner of annexation or attachment to real property of the other. Upon the termination of this Agreement, or any extension thereof, the owner thereof shall have the right to enter upon the premises of the other and shall within a reasonable time remove all or any portion of such equipment, apparatus, devices or facilities, unless otherwise agreed by the parties, or either party and EKPC, as applicable, at the time of such termination.

6. Rates and Charges. Customer shall pay Cooperative monthly for power and energy made available under this Agreement in accordance with the rates, charges, and provisions of Cooperative's effective standard tariff applicable to consumers of the same class as Customer, Schedule 9 or Schedule 10, as appropriate, as approved by the P.S.C. and as modified, replaced, or adjusted from time to time and approved by the P.S.C.

7. Payment of Bills. Payment for electric power and energy furnished hereunder shall be due and payable at the

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office of Cooperative monthly in accordance with the applicable provisions of said Schedule 9 or Schedule 10, as appropriate. If Customer shall fail to pay any such bill as provided in Schedule 9 or Schedule 10, Cooperative may discontinue delivery of electric power and energy hereunder upon fifteen (15) days' written notice to Customer of its intention to do so. Such discontinuance for non-payment shall not in any way affect the obligations of Customer to pay the minimum monthly charge provided herein. All amounts unpaid when due shall be subject to a 5% charge for late payment.

8. Reduction in Cost of Service. Cooperative is a non-profit Kentucky corporation and Customer will benefit from any savings or reductions in cost of service in the same manner as any comparable customer as authorized by the Kentucky Revised Statutes, and by Cooperative's Articles of Incorporation and Bylaws as now in effect; provided, however, the Cooperative's board of directors may defer retirement of so much of the capital credited to patrons for any year which reflects capital credited to the Cooperative by EKPC until EKPC shall have retired such capital credited to the Cooperative. Customer shall participate in capital credits in accordance with the Kentucky Revised Statutes and Cooperative's Articles of Incorporation and Bylaws.

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SECTION 9(1)

BY: Shay L. L. L.  
PUBLIC SERVICE COMMISSION MANAGER

office of Cooperative monthly in accordance with the applicable provisions of said Schedule 9 or Schedule 10, as appropriate. If Customer shall fail to pay any such bill as provided in Schedule 9 or Schedule 10, Cooperative may discontinue delivery of electric power and energy hereunder upon fifteen (15) days' written notice to Customer of its intention to do so. Such discontinuance for non-payment shall not in any way affect the obligations of Customer to pay the minimum monthly charge provided herein. All amounts unpaid when due shall be subject to a 5% charge for late payment.

8. Reduction in Cost of Service. Cooperative is a non-profit Kentucky corporation and Customer will benefit from any savings or reductions in cost of service in the same manner as any comparable customer as authorized by the Kentucky Revised Statutes, and by Cooperative's Articles of Incorporation and Bylaws as now in effect; provided, however, the Cooperative's board of directors may defer retirement of so much of the capital credited to patrons for any year which reflects capital credited to the Cooperative by EKPC until EKPC shall have retired such capital credited to the Cooperative. Customer shall participate in capital credits in accordance with the Kentucky Revised Statutes and Cooperative's Articles of Incorporation.

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SECTION 9 (1)

BY: Sharon L. Lister  
PUBLIC SERVICE COMMISSION MANAGER

9. Notices. Any written notice, demand or request required or authorized under this Agreement shall be deemed properly given to or served on Cooperative if mailed to:

Manager, Nolin R.E.C.C.  
612 East Dixie Avenue  
Elizabethtown, Kentucky 42701

Any such notice, demand or request shall be deemed properly given to or served on Customer if mailed to:

Attn: Plant Manager 305 Ring Road  
Elizabethtown, Ky. 42701

Each party shall have the right to change the name of the person to whom, or the location where the notices are to be given or served by notifying the other party, in writing, of such change.

10. Successors in Interest. The terms and conditions of this Agreement shall inure to and be binding upon the parties, together with their respective successors in interest. Neither party may assign this Agreement to any other party without the express written consent of the other party, except that Cooperative may assign the Agreement to the Rural Electrification Administration and/or any supplemental lenders without such consent.

11. Force Majeure. The obligations of either party to this Agreement shall be suspended during the continuance of any occurrence, beyond the affected party's control (a "force majeure"), which wholly or partially prevents the affected party from fulfilling such obligations, provided

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BY: Shawn L. Lister  
PUBLIC SERVICE COMMISSION MANAGER



that the affected party gives notice to the other party of the reasons for its inability to perform within a reasonable time from such occurrence. As used in this section, the term force majeure shall include, but is not limited to: acts of God; strikes; wars; acts of a public enemy; riots; storms; floods; civil disturbances; explosions; failures of machinery or equipment; interruptions in power deliveries from Cooperative's power supplier; or actions of federal, state or local governmental authorities, which are not reasonably within the control of the party claiming relief.

Notwithstanding the above provisions, no event of force majeure shall relieve Customer of the obligation to pay the minimum monthly charge provided herein.

12. Approvals. The execution of this Agreement shall not result in a contract between the parties unless any necessary approvals of the Rural Electrification Administration, any supplemental lenders to Cooperative and the P.S.C. are obtained within 180 days of such execution.

13. Modifications. Any future revisions or modifications of this Agreement shall require the advance approval of EKPC, and any necessary approvals by the Rural Electrification Administration, any supplemental lenders to the Cooperative, and the P.S.C.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, in six original counterparts, by their respective officers, thereunto duly authorized, as of the day and year first above written.

ATTEST:

NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION

*[Signature]*

BY:

*Robert C. Wade*

ATTEST:

FLINT INK CORPORATION

*[Signature]*

BY:

*W. L. W. W. W.*

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NOV 16 1990

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: *[Signature]*  
PUBLIC SERVICE COMMISSION MANAGER

Nolin RECC  
612 East Dixie  
Elizabethtown KY 42701

PSC KY NO. 9  
1st revision Sheet No. 34

CANCELLING PSC KY NO. 9  
Original sheet No. 34

CLASSIFICATION OF SERVICE

SCHEDULE 9 - INDUSTRIAL

APPLICABLE: Entire Service Area - Applicable to contracts with contract demands of 1,000 to 4,999 kW with a monthly energy usage equal to or greater than 425 hours per kW of contract demand.

TYPE OF SERVICE: Three phase 60 hertz at voltages as agreed to in the special five year Agreement for Service.

RATES PER MONTH:

Consumer Charge:

- \$1,069.00 where the industrial consumer demands and/or location requires construction of a substation.  
(N) \$535.00 where the industrial consumer's demand or location permits service from an existing substation.

Demand Charge: \$ 5.39 per kW of contract demand  
\$ 7.82 per kW for all billing demand in excess of contract demand  
Energy Charge: \$ .03138 per kWh

DETERMINATION OF BILLING DEMAND: The billing demand shall be the greater of (a) or (b) listed below:

- (a) The contract demand  
(b) The ultimate consumer's highest demand during the current month. The consumer's peak demand is the highest average rate at which energy is used during any fifteen-minute interval in the below listed hours for each month (and adjusted for power factor as provided herein):

<u>Months</u>	<u>Hours Applicable For Demand Billing - EST</u>
October through April	7:00 A.M. to 12:00 Noon 5:00 P.M. to 10:00 P.M.
May through September	10:00 A.M. to 10:00 P.M.

PUBLIC SERVICE  
OF KENTUCKY  
ELECTRIC  
JUL 1 1990  
PURSUANT TO  
SECTION

DATE OF ISSUE May 25, 1990 PUBLIC SERVICE COMMISSION DATE EFFECTIVE July 1, 1990

ISSUED BY Jack H. Kargle General Manager Elizabethtown, KY 42701  
NAME TITLE ADDRESS

Issued by authority of P.S.C. Order in case 10382 dated April 11, 1989

Nolin RECC  
612 East Dixie  
Elizabethtown, KY 42701

Original sheet No. 35

CANCELLING PSC KY NO. \_

CLASSIFICATION OF SERVICE

SCHEDULE 9 - INDUSTRIAL (CONT'D)

MINIMUM CHARGE: The computed minimum monthly charge shall not be less than the sum of (a), (b) and (c) below:

- (a) The product of the contract demand multiplied by the demand charge, plus
- (b) The product of the contract demand multiplied by 425 hours and the energy charge per kWh, plus
- (c) The consumer charge

POWER FACTOR ADJUSTMENT: The consumer agrees to maintain unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and divided this product by the actual power factor at the time of the monthly maximum demand.

FUEL ADJUSTMENT CLAUSE: The above rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a 12-month moving average of such losses. This clause is only applicable to actual energy usage. This Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

CONTRACT FOR SERVICE: The consumer must give satisfactory assurance by means of a written agreement as to the character, amount and duration of the three phase requirements and complete a five year contract.

TERMS OF PAYMENT: All of the above rates are net, the gross being five (5%) percent higher. In the event the current monthly bill is not paid on or before twelve (12) days after the mailing of the bill the gross rate shall apply.

JUL 1 1990

PURSUANT TO  
SECTION  
BY *Shou*  
PUBLIC SERVICE COMMISSION

DATE OF ISSUE	April 11, 1989	DATE EFFECTIVE	May 1, 1989
ISSUED BY	<i>Jack H. Kargle</i>	General Manager	Elizabethtown, KY 42701
	NAME	TITLE	ADDRESS

Issued by authority of P.S.C. Order in case 10382 dated April 11, 1989

Nolin RECC  
612 East Dixie  
Elizabethtown, KY 42701

PSC KY NO. 9  
Original Sheet No. 36

CANCELLING PSC KY NO. \_

CLASSIFICATION OF SERVICE

SCHEDULE 10 - INDUSTRIAL

APPLICABLE: Entire Service Area - Applicable to contracts with contract demands of 5,000 to 9,999 kW with a monthly energy usage equal to or greater than 425 hours per kW of contract demand.

TYPE OF SERVICE: Three phase 60 hertz at voltages as agreed to in the special five year Agreement for Service.

RATES PER MONTH:

Consumer Charge: \$1,069.00  
Demand Charge: \$ 5.39 per kW of contract demand  
\$ 7.82 per kW for all billing demand in excess of contract demand  
Energy Charge: \$ .02638 per kWh

DETERMINATION OF BILLING DEMAND: The billing demand shall be the greater of (a) or (b) listed below:

- (a) The contract demand
- (b) The ultimate consumer's highest demand during the current month. The consumer's peak demand is the highest average rate at which energy is used during any fifteen-minute interval in the below listed hours for each month (and adjusted for power factor as provided herein):

<u>Months</u>	<u>Hours Applicable For Demand Billing - EST</u>
October through April	7:00 A.M. to 12:00 Noon 5:00 P.M. to 10:00 P.M.
May through September	10:00 A.M. to 10:00 P.M.

MINIMUM CHARGE: The computed minimum monthly charge shall not be less than the sum of (a), (b) and (c) below:

- (a) The product of the contract demand multiplied by the demand charge, plus
- (b) The product of the contract demand multiplied by 425 hours and the energy charge per kWh, plus
- (c) The consumer charge

REGULATORY SERVICE COMMISSION  
OF KENTUCKY  
MAY 1 1989  
PURSUANT TO ORDER 3011  
SECTION 10.01  
BY: *[Signature]*  
GENERAL MANAGER

DATE OF ISSUE April 11, 1989 DATE EFFECTIVE May 1, 1989  
ISSUED BY *Jack H. Karger* General Manager Elizabethtown, KY 42701  
NAME TITLE ADDRESS

Issued by authority of P.S.C. Order in case 10382 dated April 11, 1989

Nolin RECC  
612 East Dixie  
Elizabethtown, KY 42701

PSC KY NO. 9  
Original Sheet No. 37

CANCELLING PSC KY NO.     

CLASSIFICATION OF SERVICE

SCHEDULE 10 - INDUSTRIAL (CONT'D)

POWER FACTOR ADJUSTMENT: The consumer agrees to maintain unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and divided this product by the actual power factor at the time of the monthly maximum demand.

FUEL ADJUSTMENT CLAUSE: The above rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a 12-month moving average of such losses. This clause is only applicable to actual energy usage. This Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

CONTRACT FOR SERVICE: The consumer must give satisfactory assurance by means of a written agreement as to the character, amount and duration of the three phase requirements and complete a five year contract.

TERMS OF PAYMENT: All of the above rates are net, the gross being five (5%) percent higher. In the event the current monthly bill is not paid on or before twelve (12) days after the mailing of the bill the gross rate shall apply.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 1 1990

PURSUANT TO 807 KAR 5:011,  
SECTION 9  
BY *Sharon L. Loe*  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE April 11, 1989 DATE EFFECTIVE May 1, 1989

ISSUED BY *Jack H. Kargle* General Manager Elizabethtown, KY 42701  
NAME TITLE ADDRESS

Issued by authority of P.S.C. Order in case 10382 dated April 11, 1989