

ENGLAND AND WICKS
NOTARY PUBLIC
KENTUCKY

AGREEMENT

This AGREEMENT made this the 19th day of January, 1988, between North McLean County Water District, Livermore, Kentucky, hereinafter "District" and Barmet Aluminum Corporation, P. O. Box 98, Utica, Kentucky, hereinafter "Consumer";

RECITALS

1. District is a Water District organized pursuant to Chapter 74 of the Kentucky Revised Statutes and has a water distribution system presently serving Consumer's plant located near the Community of Livia, McLean County, Kentucky.

2. Consumer desires to have installed an additional 2" meter to serve an expansion project in construction, at Consumer's plant site at Livia, McLean County, Kentucky.

3. The water Consumer uses and desires to additionally purchase is all purchased by the North McLean County Water District from the City of Livermore, Kentucky, at a present cost of \$1.42 per thousand gallons.

4. District's existing tariff, which is required to be and has been approved by the Public Service Commission of the Commonwealth of Kentucky, hereinafter "PSC", sets a maximum water rate (the amount now being paid by Consumer) of \$1.30 per thousand gallons.

5. The parties desire that the additional water requested by Consumer be supplied.

They agree, however, that this can only be done pursuant to this special contract, pursuant to 807 KAR 5:011, Section 12, whereby District will be allowed to make a fair return on all water sold Consumer.

Accordingly, the parties mutually agree:

SECTION ONE
AGREEMENT TO SUPPLY WATER

District shall sell and deliver to Consumer, through a new 2" meter to be set at Consumer's plant, such additional quantities of water as Consumer may require, but not to exceed an average usage of 850,000 gallons per month.

JAN 17 1989
PURSUANT TO 807 KAR 5:011,
SECTION 12
BY: George A. Hill
PUBLIC SERVICE COMMISSION MANAGER

Average usage shall be determined by consumer's use over a 12 monthly period of time.

SECTION TWO
PAYMENT FOR WATER

For all water delivered to Consumer, including through the new 2" meter, and all existing meters, Consumer shall pay \$1.55 per thousand gallons used. Bills shall be paid and all terms of service shall be pursuant to District's existing tariff.

SECTION THREE
GENERAL PROVISIONS

1. It is agreed that the price herein agreed upon for the water sold Consumer may be changed or adjusted in the future pursuant to applicable PSC regulations.

In the further event this AGREEMENT should trigger the application of the provisions of paragraph "2" of a judgment of the McLean Circuit Court, dated September 30, 1985, a copy of which is attached hereto as Exhibit "A", District shall have a right to then limit the water purchased by Consumer.

2. The tariff herein agreed to by the parties shall not be effective until filed and approved by the PSC.

3. District shall use diligence and care to provide a regular and uninterrupted supply of water to Consumer, and to avoid any shortage or interruption of delivery thereof.

District shall not be liable for any failure, interruption, or shortage of water, or any loss or damage resulting therefrom occasioned in whole or in part by any cause beyond the reasonable control of District.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 17 1989

IN WITNESS WHEREOF the parties have executed this Agreement, this day and date first hereinabove written.

REG. NO. 5:011,
SECTION 9.11
BY: Jessie Olney
PUBLIC SERVICE COMMISSION MANAGER

NORTH MCLEAN COUNTY WATER DISTRICT

By Jessie Olney
Chairman

ATTEST:
