

THIS AGREEMENT made this 10<sup>th</sup> day of January, 1983,  
by and between GREEN RIVER ELECTRIC CORPORATION (hereinafter called  
the "Seller"), and BARMET OF KENTUCKY, INC. (hereinafter called the  
"Consumer"), an Ohio corporation with principal offices at P. O.  
Box 98, Utica, Kentucky 42376.

WITNESSETH: That for and in consideration of the premises and  
mutual covenants herein contained, the parties do hereby agree as  
follows:

1. GENERAL OBLIGATIONS

Seller shall make available, sell and deliver to the consumer,  
and consumer shall take and pay for all of the electric power and  
energy purchased under this agreement and required by consumer in  
the operation of its facilities described in Exhibit A hereto, at  
the rates and upon the terms and conditions hereinafter specified.

2. SERVICE CHARACTERISTICS

2.01 Type. Service hereunder shall be alternating current,  
three phase, four wire wye, sixty hertz, at 7200/12,470 volts.

2.02 Delivery Point. The point of delivery of the power and  
energy made available hereunder shall be the point at which con-  
sumer's facilities connect to seller's facilities.

2.03 Service Restriction. Consumer shall not use the electric  
power and energy furnished hereunder as an auxiliary or supplement  
to any other source of purchased power and s

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PURSUANT TO 807 KAR 0011,  
SECTION 011

BY [Signature]

2.04 Maximum Demand. The maximum instantaneous demand of consumer during the primary term of this agreement, or any extension hereof, shall be 4,000 kW.

Seller shall not be obligated to supply capacity in excess of the specified maximum demand.

2.05 Electric Disturbance and Phase Balancing.

(a) Consumer shall not use the energy delivered hereunder in such a manner as to cause electric disturbances which may reasonably be expected to (i) cause damage to or interference with seller's system, systems connected with seller's system, or facilities or other property in proximity to seller's system; or (ii) prevent seller from serving other purchasers satisfactorily.

(b) Seller may require the consumer, at consumer's expense, to make such changes in its system as may be necessary to reasonably limit such fluctuations and disturbances.

(c) Consumer shall take and use the power and energy hereunder in such a manner that the load at the point of delivery shall not cause an imbalance between the phases of more than 15%. Should the load be imbalanced by more than 15%, seller reserves the right to require consumer, at consumer's expense, to make the necessary changes to correct such condition. In addition to any other remedies the seller may have hereunder, should consumer fail to make such changes, seller may, in its determination of billing demand, assume the load on each phase equal to the greatest load on any phase.

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BY B. Jones

2.06 Power Factor. Consumer shall maintain a power factor at the point of delivery as nearly as practicable to unity. Should consumer's power factor fall below 90% at the time of monthly peak demand, the billing demand will be adjusted in accordance with Paragraph 3.03(a) hereof.

2.07 Metering.

(a) The metering equipment necessary to register the electric demand and energy for this service shall be furnished, installed, operated and maintained by seller and shall be and remain the property of seller. Consumer shall provide suitable space for seller's metering equipment installed upon its premises and shall use reasonable care to protect same from damage or injury. Consumer shall not permit any person other than agents or employees of seller to tamper with, inspect, or remove such equipment.

(b) Each meter shall be read on or about the first day of each month, or such other day as may be mutually agreed upon, by a representative of seller, and may be simultaneously read by a representative of consumer should consumer so elect.

(c) All inspections and testing of metering equipment shall be performed by seller in accordance with the applicable rules and regulations of the Kentucky Public Service Commission.

2.08 Facilities Provided by Consumer.

(a) Consumer shall provide, at consumer's expense, suitable permanent easements and rights of way across its property which may be necessary for the construction, operation, and maintenance of the facilities and equipment of seller used in providing electric service hereunder.

(b) Except as provided in ~~Paragraph 2.07 and~~ 2.09 hereof, consumer shall furnish, install, operate and maintain such

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facilities and equipment as may be necessary to enable it to receive and use the electric power and energy purchased hereunder at and from the point of delivery, including such protective devices as may be reasonably necessary in the opinion of seller to protect the system of seller or its wholesale power supplier from disturbances caused by consumer. Plans for equipment to be installed for such protection shall be submitted to seller for prior approval.

2.09 Facilities Provided by Seller. Seller shall furnish, install, operate and maintain, or cause to be furnished, installed, operated and maintained, all of the facilities required for the delivery of the power and energy hereunder to the point of delivery, and same shall be and remain the property of seller, including:

(i) a 12,470 volt electric distribution line extending from seller's substation to the metering structure at consumer's site; and

(ii) metering, communication, switching, and control devices as mutually agreed upon and necessary for the proper measurement, control and coordination between seller's and consumer's facilities.

### 3. PAYMENT

3.01 Rates. Consumer shall pay the seller for service hereunder at the rates and upon the additional terms and conditions set forth upon Exhibit B, attached to and made a part hereof, subject to such changes as may become effective by operation of law or by order of the Kentucky Public Service Commission, and further subject to such changes as may be required to reflect

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BY: 

modification of the rate under which seller purchases electric service at wholesale.

Seller shall revise said Exhibit B to reflect any such changes in rates, terms or conditions contained therein, and each revision shall automatically be incorporated into this agreement. Failure of seller to promptly revise Exhibit B shall not affect consumer's duty to pay for service in accordance with any changed rates, terms, or conditions of service rendered on or after the effective date of such change.

3.02 Taxes. Consumer shall pay all taxes, charges, or assessments now or hereafter applicable to electric service hereunder.

3.03 Billing Demand. The billing demand of consumer shall be the greater of either (a) the "monthly peak demand", or (b) the "minimum demand".

(a) "Monthly peak demand" shall mean the average demand in kilowatts metered for the 30-minute period of greatest power use by consumer during the month, increased by one percent (1%) for each full one percent (1%) that consumer's power factor is below the power factor specified in Paragraph 2.06.

(b) The "minimum demand" of consumer during the primary term of this agreement, or any extension hereof, shall be 2,500 kW. Except as provided in Paragraph 5.02(a), consumer shall pay at least the minimum monthly bill during each month of the term of this agreement.

(c) The initial billing period shall be the first day of the first month after consumer begins using electric power and energy as provided hereunder.

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3.04 Payment of Bills. Bills for service hereunder shall be paid at the office of seller in Owensboro, Kentucky. In the event the current monthly bill rendered is not paid by its due date, simple interest equal to the prime rate then in effect at Continental Illinois National Bank of Chicago, plus one percent (1%), shall apply to any unpaid amounts from due date until paid.

Seller may discontinue service to the consumer for nonpayment in accordance with the prevailing regulations of the Public Service Commission of Kentucky, provided, however, that any such discontinuance shall not relieve consumer of any of its obligations under this agreement.

#### 4. MEMBERSHIP

The consumer shall become a member of seller, shall pay the membership fee and be bound by such rules and regulations as may from time to time be adopted by seller.

#### 5. CONTINUITY OF SERVICE

5.01 Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. However, seller shall not be responsible for damages to consumer occasioned by any failure, shortage or interruption of service or for failure as a result of "force majeure".

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*[Signature]*

5.02. In the event either party shall be unable, wholly or in part, by reason of force majeure, including force majeure preventing seller's wholesale power supplier from supplying power for seller's resale to consumer, to carry out its obligations hereunder, on such party's giving notice and reasonably full particulars of such force majeure, first by telephone and then confirmed in writing or by telegraph, to the other party within a reasonable time after the occurrence of the cause relied on, then the obligations of the parties, to the extent they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, except as follows:

(a) Inability of Seller: Should seller's ability to make power available to consumer in the amount provided for hereunder be interrupted or curtailed for a period longer than one hundred twenty (120) consecutive minutes because of force majeure, then for the period of and to the extent of such interruption or curtailment the rates and charges for service hereunder shall be altered as follows:

The monthly billing demand shall be prorated by a factor equal to the ratio of the time seller is unable to deliver power to the total time in the billing period.

(b) Inability of Consumer: Should consumer's ability to receive and utilize the power available hereunder be interrupted or curtailed for a period longer than one hundred twenty (120) consecutive minutes because of force majeure, then for the period of and to the extent of such interruption or

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*[Signature]*

curtailment the rates and charges for service hereunder shall be altered as follows:

- (i) The monthly billing demand shall be prorated by a factor equal to the ratio of time consumer is unable to take and use the power available hereunder to the total time in the billing period.
- (ii) The minimum bill provisions of Para. 3.03(b) shall apply.
- (c) The term "force majeure" as used herein shall mean acts of God, strikes, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of Government, whether federal, state or local, civil or military, civil disturbances, explosions, breakage of or accident to machinery, equipment or transmission or distribution lines, inability of either party hereto to obtain necessary materials, supplies, or permits due to existing or future rules, regulations, orders, laws or proclamations of governmental authorities, whether federal, state, or local, civil or military, and any other forces which are not reasonably within the control of the party claiming suspension.
- (d) The party unable to perform its obligations hereunder by reason of force majeure shall remedy such inability with all reasonable dispatch.

6. TERM

6.01 Initial Term and Renewals. This agreement shall remain in full force and effect until April 1, 1983 and shall on said date and annually thereafter automatically renew for successive one-year terms upon the same terms and conditions stated

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BY: Bojars



herein, or any amendment hereto, until terminated by either party giving the other party at least twelve (12) months written notice prior to the effective date of such termination.

6.02 Assignment. This agreement shall not be assigned without the prior written consent of seller, which will not be unreasonably withheld. Consumer shall give seller ninety (90) days advance written notice of any proposed assignment of this agreement.

6.03 Early Termination. In the event that (a) seller shall cancel this agreement for any breach or default on the part of consumer, or (b) should consumer discontinue or abandon the operation of its facilities to be served hereunder, there shall immediately become due and payable to seller, as liquidated damages, a facilities abandonment charge of \$225,000 on account of the investment of seller and its wholesale power supplier in facilities made exclusively for the benefit of consumer. Said sum shall be reduced by \$1,875 per month for each month consumer purchases power and energy hereunder. Actual termination charges shall be adjusted to reflect seller's actual investment costs. Consumer shall likewise remain obligated to pay the minimum bill specified in Para. 3.03(b).

## 7. RIGHT OF ACCESS

7.01 Duly authorized representatives of seller shall be permitted to enter the consumer's premises **PUBLIC SERVICE COMMISSION OF KENTUCKY** hours in order to carry out the provisions **EFFECTIVE** of agreement.

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BY: B. Jones

7.02 Each party shall furnish to the other such reports and information concerning its operations as the other may reasonably request from time to time.

8. REMEDIES OF THE PARTIES

Except as specifically provided herein, nothing contained in this agreement shall be construed to abridge, limit or deprive either party of any means of enforcing any remedy, either at law or equity, for the breach of any of the provisions of this agreement. Waiver at any time by either party of rights with respect to a default or any other matter arising in connection with this agreement shall not be deemed to be a waiver with respect to any subsequent default or matter.

9. NOTICES

Any notice, demand or request required or authorized under this agreement shall be deemed properly given to or served upon the other party if the notice is in writing and placed in the mail, postage prepaid, or delivered to the other party at the following address:

To the Seller:

Green River Electric Corporation  
3111 Fairview Drive  
P. O. Box 1389  
Owensboro, Kentucky 42302-1389

To the Consumer:

Barmet of Kentucky, Inc.  
P. O. Box 98  
Utica, Kentucky 42376

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BY: *[Signature]*

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

10. SEVERABILITY

The invalidity of any portion of this agreement shall not affect the validity of the remainder thereof.

11. GOVERNING LAW

The laws of Kentucky shall govern the execution, construction, and performance of this agreement.

12. SUCCESSION AND APPROVAL

12.01 This agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the respective parties hereto.

12.02 The effective date of this agreement shall be April 1, 1983, except that said effective date shall be postponed and this agreement shall not become effective unless and until it is approved or approval is waived in writing by the Administrator of the Rural Electrification Administration and the Louisville Bank for Cooperatives.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement, all as of the day and year first above written.

GREEN RIVER ELECTRIC CORPORATION

By: Dean Stanley  
Dean Stanley, General Manager

ATTEST:

Asst. Carol Q. Gillen  
Secretary

BARMET OF KENTUCKY, INC.

By: Jacob Pollock, Pres

ATTEST:

Patricia C. Young  
Assistant Secretary

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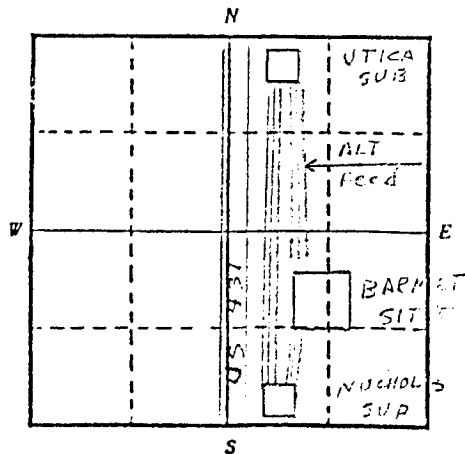
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BY: [Signature]

**EXHIBIT A**

DESCRIPTION AND LOCATION OF SERVICE			
TYPE OF OPERATION Aluminum Recycling		USE OF SERVICE Aluminum Smelting Rolling Mill/Pollution Cont.	
SERVICE WILL BE MADE AVAILABLE ON OR BEFORE (date) April 1983		SIZE OF LARGEST MOTOR H.P.	
NUMBER OF ACRES	SECTION	TOWNSHIP	RANGE
APPROX. MILES 2.0	(Direction) South	FROM (Town) Utica, Kentucky	(Name of road) U.S. No. 431
OWNER Barmet of Kentucky			
OWNER'S ADDRESS P.O. Box 98, Utica, Kentucky 42376			
MAIL BILLS AND NOTICES TO P.O. Box 98, Utica, Kentucky 42376			

(Show the location of the point of service in section tract below. Also show existing electric lines, roads, irrigation ditches, etc. that may be related to this service.)



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BY: B. J. [Signature]

FORM FOR FILING RATE SCHEDULES

FOR ALL TERRITORY SERVED  
Community, Town or City  
 PSC NO. 6

FIFTH REVISED SHEET NO. 32  
 CANCELLING PSC NO. 6  
FOURTH REVISED SHEET NO. 32

GREEN RIVER ELECTRIC CORPORATION  
 NAME OF ISSUING CORPORATION

CLASSIFICATION OF SERVICE

Three-Phase Demand - Commercial, Large Power & Public Buildings

RATE PER UNIT

APPLICABLE

Service area in Daviess, Hancock, Hopkins, McLean, Ohio, Henderson, Webster, Breckinridge, and Muhlenberg Counties.

AVAILABILITY OF SERVICE

Available to consumers served by Green River Electric Corporation located on or near its three-phase lines.

MONTHLY RATE

Facilities Charge

\$16.90

Plus Demand Charge of:  
per KW of billing demand

\$4.00

Plus Energy Charges of:  
per KWH consumed

3.9615¢

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DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum kilowatt load used by the consumer for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered as indicated or recorded by a demand meter.

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POWER FACTOR ADJUSTMENT

The consumer agrees to maintain unity power factor as near as practical. Demand charges will be adjusted for consumers with 50 KW or more measured demand, to correct for power factors lower than 90% and may be so adjusted for other consumers if and when the seller deems necessary. Such adjustments will be made by increasing the measured demand 1% for each 1% by which the lowest power factor established during the month is less than 90% lagging.

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DATE OF ISSUE May 16, 1985

DATE EFFECTIVE June 1, 1985

ISSUED BY Dean Stanley  
 Name of Officer

TITLE General Manager

PURSUANT TO 807 KAR 8:011  
 SECTION 8(1)

P.S.C. KY. NO. 6

ORIGINAL SHEET NO. 33

CANCELLING P.S.C. NO. 5

SHEET NO.

GREEN RIVER ELECTRIC CORPORATION  
OWENSBORO, KENTUCKY

CLASSIFICATION OF SERVICE

Three-Phase Demand - Commercial, Large Power & Public Buildings  
(Continued)

RATE  
PER UNIT

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be in accordance with investment to serve and as mutually agreed to by both parties.

FUEL ADJUSTMENT CHARGE

The energy charge in any month shall be increased or decreased by a fuel adjustment charge according to the following formula:

$$\frac{F^1}{P} = \text{rate applicable to each KWH sold}$$

Where  $F^1$  is the aggregate charge from the Corporation's wholesale power supplier for fuel adjustment less any credit for intersystem power sales, in the Corporation's wholesale power contract; where P is the total KWH purchased, less line losses equal to a twelve-month moving average not to exceed ten percent (10%). The rate resulting from this formula shall be applied to each kilowatt hour sold in the current month and each KWH attributable to company use in the current month.

TAXES

There shall be added to each applicable customer's bill the Kentucky Sales Tax (KRS 139.210). There shall also be added to each applicable customer's bill the Utility Gross Receipts License Tax for Schools (KRS 160.617).

**CHECKED**  
Public Service Commission  
MAR 15 1982  
by *S. Richmond*  
RATES AND PUBLIC SERVICE COMMISSION  
OF KENTUCKY

DATE OF ISSUE February 15, 1982

DATE EFFECTIVE March 7, 1982

ISSUED BY *Dean Stanley*  
Name of Officer

TITLE General Manager *JAN 10 1983*

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

BY: *B. Jones*