



GREEN RIVER ELECTRIC Corporation • P.O. Box 1389 • 3111 Fairview Dr., Owensboro, Ky. 42302-1389

November 30, 1989

Alumax Aluminum Corporation  
P. O. Box 519  
Hawesville, KY 42348

Gentlemen:

Paragraph 1.03 (a) of the addenda to the Electric Service Agreement dated July 7, 1982, and amended August 6, 1984, between Green River Electric Corporation and Alumax Aluminum Corporation provides for the consent of Alumax Aluminum to the location of any lines used by Green River and its wholesale power supplier related to the service of other consumers from the existing facilities.

In order for Green River's wholesale power supplier, Big Rivers Electric Corporation, to reliably serve both Alumax Aluminum and the proposed new WorldSource Coil Coating plant out of Big Rivers' National Aluminum Substation, it will be necessary to rearrange the three (3) existing Alumax Aluminum switchgear breakers in order to install the two (2) proposed WorldSource outdoor vacuum circuit breakers into a 13.8 KV ring bus within the National Aluminum Substation.

This letter agreement will evidence the mutual agreements and understandings of Alumax Aluminum, Green River Electric Corporation, and its wholesale power supplier, Big Rivers Electric Corporation, with respect to electric service supplied to Alumax and WorldSource from Big Rivers' National Aluminum Substation, which are as follows:

(1) The existing Alumax 13.8 KV substation equipment as described in Addenda to REA Form 320, paragraph 1.03(b) will remain the property of Alumax.

(2) Green River, through its wholesale power supplier, shall be responsible for the operation and maintenance of all the 13.8 KV equipment beginning at Alumax's feeder terminations inside the switchgear and extending to Big Rivers' power transformers including related costs. Alumax shall provide to Green River's wholesale power supplier copies of all documentation, test records, instruction books, and drawings in its possession associated with its 13.8 KV equipment prior to the effective date of this agreement.

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SECTION 8 (4)  
*William S. Lee*  
PUBLIC SERVICE COMMISSION MANAGER

(3) Green River will, at its expense through its wholesale power supplier, provide for the connection of all 13.8 KV breakers at the National Aluminum Substation into its wholesale power supplier's supervisory control and data acquisition system.

(4) Green River will, at its expense through its wholesale power supplier, continue to furnish, operate, and maintain all revenue metering equipment, power transformers, and 161 KV equipment located within the National Aluminum Substation.


(5) Green River will, at its expense through its wholesale power supplier, design, furnish, and install one (1) 13.8 KV circuit breaker and associated equipment in order to accommodate a second feeder to Alumax's plant if a second feeder should ever be required by Alumax, such equipment to be owned, operated, and maintained by Green River through its wholesale power supplier. Provision for this equipment stems from the fact that existing switchgear will be incorporated into the proposed new ring bus and will no longer be available for a second feeder.

(6) This letter agreement will remain in effect through the term of the Electric Service Agreement dated July 7, 1982, and amended August 6, 1984, between Green River Electric Corporation and Alumax Aluminum Corporation. The terms and conditions of the electric service agreement dated July 2, 1982, as amended by Addenda to REA Form 320, Addenda 1 through 9, shall remain in full force and effect except as modified herein.

(7) If it is determined that this agreement must be approved by the Rural Electrification Administration and the Public Service Commission, the parties agree that this agreement shall be put into the appropriate form and promptly submitted to those authorities.

If this agreement is acceptable to Alumax, please indicate such acceptance by signing in the space provided and returning three executed copies to us. The agreement will become effective upon execution by Alumax.

Very truly yours,


  
Dean Stanley  
President and General Manager

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BY:   
PUBLIC SERVICE COMMISSION MANAGER

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AGREED TO AND ACCEPTED BY:

ALUMAX ALUMINUM CORPORATION

By: *James H. Beckett*

Controller  
Title

Date: December 15, 1989

AGREED TO AND ACCEPTED BY:

BIG RIVERS ELECTRIC CORPORATION

By: *[Signature]*

General Manager  
Title

Date: December 22, 1989

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

BY: *George A. Lee*  
PUBLIC SERVICE COMMISSION MANAGER