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American Electric Power
1 Riverside Plaza
Columbus, OH 43215-2373
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November 21, 2006

PUCO

Ms. Renee J. Jenkins
Secretary of the Commission
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215-3793

Marvin I. Resnik
Assistant General Counsel -
Regulatory Services
(614) 716-1606
(614) 716-2950 (fax)
miresnik@aep.com

Re: Case No. 05-1057-EL-CSS

Dear Secretary Jenkins:

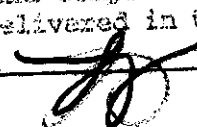
The Commission's Supplemental Opinion and Order in this docket, dated November 8, 2006, directed that an executed copy of the electric service agreement between AEP Ohio and Ormet shall be filed in this docket within 15 days after execution of the agreement. To that end AEP Ohio is filing copies of the agreement which was executed on November 8, 2006.

Very truly yours,

Marvin I. Resnik

MIR:llg
Attachments

cc: Parties of Record

This is to certify that the images appearing are an
accurate and complete reproduction of a case file
document delivered in the regular course of business.
Technician  Date Processed 11-21-06

November

This Contract entered into this 8th day of ~~October~~ 2006, by and between Columbus Southern Power Company and Ohio Power Company, hereafter called AEP Ohio, and Ormet Primary Aluminum Corporation, 1233 Main Street, Wheeling, West Virginia 26003, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

AEP Ohio agrees to furnish to the Customer, during the term of this Contract, and the Customer agrees to take from AEP Ohio, subject to AEP Ohio's standard Terms and Conditions of Service as regularly filed with the Public Utilities Commission of Ohio (Commission) and the terms and conditions as set forth in the Stipulation and Recommendation in Case No. 05-1057-EL-CSS as approved by the Commission which is attached hereto and hereby made a part of this Contract, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at the Customer's Hannibal, Ohio facilities. In the event the regularly filed Terms and Conditions of Service conflict with the terms and conditions set forth in the Stipulation and Recommendation, the latter terms and conditions will be controlling.

AEP Ohio is to furnish and the Customer is to take electric energy under the terms of this Contract for a period of up to 24 months from the time such service is commenced and ending at midnight on December 31, 2008. The date that service shall be deemed to have commenced under this Contract shall be the later of January 1, 2007 or the effective date of the Stipulation in Case No. 05-1057-EL-CSS.

The electric energy delivered hereunder shall be alternating current at approximately 138,000 volts, 3-wire, 3-phase and it shall be delivered at the interconnection of AEP Ohio's two double-circuit 138-kV steel tower transmission lines with the Customer's two double-circuit 138-kV steel tower transmission lines (i.e. in Ohio Township, Monroe County, Ohio at Tower 39 on double circuit Line #1 and at Tower 38 on double circuit Line #2), which shall constitute the point of delivery under this Contract. The said electric energy shall be delivered at reasonably close maintenance to constant potential and frequency, and it shall be measured by a meter or meters owned and installed by AEP Ohio and located at the Kammer Substation.

The Customer's contract capacity is hereby fixed at 520,000 kW/kVA. Beginning July 1, 2007, the minimum billing demand for this Contract shall be 312,000 kW/kVA.

There are no unwritten understandings or agreements relating to the service herein above provided. This Contract shall be in full force and effect when signed by the authorized representatives of the parties hereto, subject to the approval of the Public Utilities Commission of Ohio in Case No. 05-1057-EL-CSS.

The Customer agrees that its electrical facilities shall not be interconnected with any facilities other than AEP Ohio's facilities unless written authorization is received from AEP Ohio.

Columbus Southern Power Company
Ohio Power Company

By: Mark Gundelfinger
(Signature)

Mark Gundelfinger
(Printed Name)

Title: Manager - Customer Services

Date: 11/9/06

Ormet Primary Aluminum Corporation

By: Ken Campbell
(Signature)

Ken Campbell
(Printed Name)

Title: CEO

Date: 11/8/2006

print Ex. 2

RECEIVED-DOCKETING DIV
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PUCO

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Complaint of
Ormet Primary Aluminum Corporation
and Ormet Aluminum Mill Products
Corporation

Complainants

v.

South Central Power Company and
Ohio Power Company

Respondents

Case No. 05-1057-EL-CSS

STIPULATION AND RECOMMENDATION

Rule 4901-1-30, Ohio Administrative Code ("OAC") provides that any two or more parties to a proceeding may enter into a written or oral stipulation covering the issues presented in such a proceeding. The purpose of this document is to set forth the understanding of the parties who have signed below (the "Signatory Parties") and to recommend that the Public Utilities Commission of Ohio (the "Commission") approve and adopt, as part of its Opinion and Order in this proceeding, this Stipulation and Recommendation (the "Stipulation") resolving the issues in the above-captioned proceeding. This Stipulation is fully supported by data and information contained in the evidence in the record in this proceeding; represents a just and reasonable resolution of such issues in this proceeding; violates no regulatory principle or precedent; benefits, as a package, ratepayers and the public interest; and is the product of

lengthy, serious bargaining among knowledgeable and capable parties in a cooperative process undertaken by the Signatory Parties to settle this case. While this Stipulation is not binding on the Commission, it is entitled to careful consideration by the Commission, where, as here, it is sponsored by parties representing a wide range of interests, including the Commission's Staff. For the purpose of resolving all issues raised by this proceeding, the Signatory Parties stipulate, agree and recommend as set forth below.

This Stipulation is entered into by and among Columbus Southern Power Company (CSP) and Ohio Power Company (OPCO) (collectively, "AEP Ohio"), both of which are electric utility operating companies of the American Electric Power ("AEP") system, Ormet Primary Aluminum Corporation and Ormet Aluminum Mill Products Corporation (collectively, "Ormet"), South Central Power Company ("SCP"), United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union ("USW"), Ohio Energy Group ("OEG") and the Commission's Staff. Intervenor Industrial Energy Users-Ohio ("IEU"), while not a Signatory Party, has agreed not to oppose the Commission's approval of this Stipulation. All Signatory Parties fully support this Stipulation and urge the Commission to accept and approve the terms hereof.

WHEREAS, in Case No. 96-999-EL-AEC, OPCO applied to the Commission for approval of a special contract arrangement with Ormet (the "Interim Agreement") which would become effective upon the November 30, 1997 termination of the then-current service agreement between OPCO and Ormet, and would terminate at midnight on December 31, 1999;

WHEREAS, in Case No. 96-1000-EL-PEB, OPCO and SCP jointly petitioned the Commission for reallocation of their certified service territories so that Ormet, then a customer of OPCO, would become a customer of SCP upon termination of the Interim Agreement;

WHEREAS, by Finding and Order in Case Nos. 96-999-EL-AEC and 96-1000-EL-PEB, dated November 14, 1996, the Commission approved the Interim Agreement and the request of OPCO and SCP to reallocate their certified territorial boundaries so that Ormet would become a customer of SCP upon termination of the Interim Agreement;

WHEREAS, pursuant to the terms of a Curtailment and Indemnity Agreement, which was an exhibit to the joint petition in Case No. 96-1000-EL-PEB, after Ormet became a customer of SCP and Ormet's load was removed from the AEP system's control area, OPCO and the AEP system no longer had either the right or obligation to resume control area responsibility for Ormet's load;

WHEREAS, Ormet and SCP entered into a service agreement which provided for the sale by SCP of a maximum 20 MW of electric power and energy to Ormet (5 MW firm, 15 MW interruptible) and for Ormet to obtain from third parties in the market the remaining electricity to service the load for its facilities in Hannibal, Ohio;

WHEREAS, the initial SCP/Ormet service agreement was modified to terminate any obligation of Ormet to buy, and of SCP to sell to Ormet, electric power and energy;

WHEREAS, subsequent to the modification of the initial SCP/Ormet service agreement, Ormet filed for Chapter 11 bankruptcy protection and emerged from bankruptcy in April 2005;

WHEREAS, Ormet curtailed operations at its Hannibal, Ohio facilities in January 2005 and those operations have not been restarted;

WHEREAS, on August 25, 2005, Ormet filed in this docket a petition to transfer rights to furnish electric service and/or to reallocate certified service territories, along with a complaint against OPCO alleging that OPCO was proposing to impose unjust, unreasonable and discriminatory rates if Ormet were to return to OPCO's certified service territory;

WHEREAS, on June 14, 2006, the Commission issued an Opinion and Order in this docket which, among other things:

1. found that the bankruptcy court authorized the rejection of the service agreement between SCP and Ormet and which deferred to that determination
2. found that SCP is legally obligated to serve Ormet's 520 MW load
3. found that, in the context of service to Ormet, SCP does not provide, or propose to provide, physically adequate service
4. directed that a second hearing should be held regarding: whether SCP's failure to propose to provide physically adequate service has been corrected or can be corrected under reasonable operating conditions; whether the Commission should authorize another supplier to serve Ormet; or whether the Commission should order such other remedy authorized by law
5. directed that the issue of an appropriate rate to be charged by OPCO for service to Ormet should be addressed after the Commission completes its proceedings under § 4933.83(B), Ohio Rev. Code, and determines whether another electric supplier should be authorized to serve Ormet.

WHEREAS, on July 14, 2006, SCP and OPCO each filed rehearing applications regarding the June 14, 2006 Opinion and Order;

WHEREAS, on August 9, 2006, the Commission issued an Entry on Rehearing in this docket which denied the rehearing applications filed by SCP and by OPCO;

WHEREAS, on August 25, 2006, SCP filed a second rehearing application which the Commission denied in its September 13, 2006 Second Entry on Rehearing;

WHEREAS, on October 6, 2006, SCP filed a Notice of Appeal to the Supreme Court of Ohio (Case No. 06-1866) regarding the Commission's June 14, 2006 Opinion and Order, August 9, 2006 Entry on Rehearing and September 13, 2006 Second Entry on Rehearing;

WHEREAS, according to Ormet Ex. 4:

1. When Ormet's Hannibal facilities are fully operating it employs approximately 1,000 people with total annual wages of about \$40,000,000

2. Ormet covers approximately 3,300 of its employees and family members' health care at a cost exceeding \$10,000,000 per year
3. Ormet pays about \$1,000,000 annually in taxes to Monroe County, Ohio and its school district
4. Ormet purchases about \$15,000,000 to \$18,000,000 of goods and services every year in the Monroe County area
5. Ormet has been one of Southeastern Ohio's largest employers, particularly of skilled workers such as those who comprise the USW
6. If Ormet is unable to resume operation of its Hannibal facilities there will be no jobs to which the USW laborers can return
7. If the Hannibal, Ohio region loses the significant tax revenues and capital spending Ormet historically has brought to that region, the economy in that region will become further depressed

WHEREAS, as reflected in Ormet Ex. 2, Ormet has characterized its load at full operation as 520 MW at a 99% load factor;

NOW, THEREFORE, the Signatory Parties stipulate, agree and recommend that the Commission make the following findings and issue its Opinion and Order in these proceedings in accordance with the following:

- 1) CSP shall be permitted to intervene in this docket.
- 2) Based upon the anticipated acceptance by the Commission of this Stipulation, without modification, the Commission should consider the Stipulation as presenting a joint petition submitted by CSP, OPCO and SCP under § 4933.83

(E), Ohio Rev. Code, which statute, in pertinent part, provides that:

any two or more electric suppliers may jointly petition the commission for the reallocation of their own territories and electric load centers among them and designating which portions of such territories and electric load centers are to be served by each of the electric suppliers.

Further, the Commission should find that approval of such joint petition is not contrary to the public interest and, therefore, meets the standard of § 4933.85, Ohio Rev. Code, for approval of the joint petition.

- 3) The Commission will reallocate the service territories of CSP and OPCO and SCP such that Ormet's Hannibal facilities will be located in a joint CSP/OPCO certified service territory effective January 1, 2007. SCP shall have no obligation to provide electric service to Ormet's Hannibal facilities prior to January 1, 2007. Provided, however, that SCP will retain its service obligation prior to, on, and after January 1, 2007 with respect to:
 1. Flashing light and sign for the Ormet Plant on Route 7 to the west of the Ormet Plant (South Central Account No. 846-201-006). Installed 4/6/1998.
 2. Ormet employee park just to the south of Route 7 and to the east of the Ormet Plant (South Central Account No. 846-153-001). Installed 6/1/1982.
 3. Sign for the Ormet Plant on Route 7 to the east of the Ormet Plant (South Central Account No. 846-151-001). Installed 8/1/1965.
- 4) As part of this Stipulation, Ormet has entered into an electric service contract (Contract) which reflects the provisions of this Stipulation which are applicable to the Contract. The Contract, a copy of which is attached as Attachment I, shall be deemed to have been approved by the Commission as part of the Commission's approval of the Stipulation.
- 5) Generation, transmission and distribution service will be supplied by AEP Ohio. Such service will meet Ormet's peak demand of approximately 520 MW at a 99% load factor (full operation). AEP Ohio's generation service (which will be

supplied one-half (50%) by CSP and one-half (50%) by OPCO) will be supplied only for consumption at Ormet's Hannibal, Ohio facilities and such power and energy will not be resold or transferred by Ormet, regardless of any opportunities for such transactions.

- 6) This Stipulation will become effective upon approval in a final order of the Commission. Should the Commission's final order be appealed to the Supreme Court, or become involved in some other judicial process, this Stipulation and the related Contract will be suspended for the duration of such appeal or other process and/or during any remand to the Commission. Prior to January 1, 2009, Ormet shall not switch to service from a Competitive Retail Electric Service Provider. Ormet cannot initiate any proceeding or otherwise petition the Commission or any court of competent jurisdiction to require either CSP or OPCO, or both, to provide generation service under any established rate schedule of either CSP or OPCO or at a rate lower than such schedules without the express written consent of AEP Ohio.
- 7) For the period January 1, 2007 through December 31, 2008, Ormet will pay \$43 per megawatt-hour for generation service. This price is agreed upon based on Ormet's representations that after a brief ramp-up period it will operate at a full load of approximately 520 MW at a 99% load factor. In addition, Ormet will pay tariff rates and all applicable riders to AEP Ohio for transmission and distribution service. Such tariff rates and riders will be equivalent to OPCO's Schedule GS-4 for one-half (50%) of Ormet's load and CSP's Schedule GS-4 for one-half (50%) of Ormet's load. A list of the currently existing tariff rate components and riders,

and their location in CSP's and OPCO's Commission-approved tariffs, is attached to this Stipulation as Attachment II. In addition, to the extent required by law, Ormet will self assess the Ohio kWh tax.

- 8) The Contract will not be transferable by Ormet to any other party without the consent of AEP Ohio. In the event of a change in control of Ormet, and assuming the continued operation of the Hannibal facilities, Ormet agrees that it will maintain substantially the same level of operations (approximately 520 MW at a 99% load factor), employment (approximately 1,000) and local purchasing practices (about \$15,000,000 to \$18,000,000 per year in the Monroe County area).
- 9) Ormet will provide AEP Ohio a deposit equivalent to 130% of the anticipated monthly billing for Ormet's Hannibal facilities at full operation. During the ramp-up period which is expected to occur after Ormet reopens its Hannibal facilities, not to exceed six (6) months, Ormet shall provide a deposit equivalent to 130% of the anticipated next month's billing for the Hannibal facilities. The generation- and transmission-related portion of the deposit will be refunded to Ormet upon Ormet's election to take generation and transmission service from another electric supplier after December 31, 2008, provided that Ormet does not have any outstanding balance with AEP Ohio. Ormet agrees to immediately reestablish a deposit equivalent to 130% of the anticipated monthly generation- and transmission-related billing for the Hannibal facilities at full operation should Ormet return from such other electric supplier to once again take generation- and transmission-related service from either CSP or OPCO, or both. All deposits under this Stipulation shall be made by Electronic Funds Transfer not later than

five (5) business days before the beginning of the next month. Should Ormet fail to provide its deposit in accordance with these terms, Ormet agrees that AEP Ohio has the unilateral right to disconnect service to Ormet three (3) days after providing written notice of disconnect to Ormet. This provision shall remain in effect for so long as Ormet takes any service from either CSP or OPCO, or both.

- 10) Ormet will prepay, by Electronic Funds Transfer, its monthly bill for generation, transmission, and distribution service by making payments three (3) business days prior to the start of each month (December 27, 2006 for the first service month of January 2007) and prior to the 15th of each month in an amount equivalent to one-half (50%) of the anticipated billing for that month for the Hannibal facilities. Except for during the ramp-up period, the anticipated monthly billing will be based upon full operation. Should Ormet fail to make a payment within two (2) business days of when it is due, Ormet agrees that AEP Ohio has the unilateral right to disconnect service to Ormet three (3) days after providing written notice of disconnect to Ormet. This provision shall remain in effect for so long as Ormet takes any service from either CSP or OPCO, or both.
- 11) AEP Ohio will make a filing prior to the start of 2007 which will set a market rate for generation service to Ormet's Hannibal facilities for 2007. AEP Ohio will make a filing prior to the start of 2008 which will set a market rate for generation service to Ormet's Hannibal, Ohio facilities for 2008. Such market rate, which will be subject to the Commission's review, shall reflect all generation-related services, including, but not limited to the market for capacity, energy (on-peak

and off-peak), losses to the metering point and load following to meet the requirements of Ormet's Hannibal facilities.

- 12) For the purpose of compensating AEP Ohio for the differential between service at the market rate established by AEP Ohio's filings under Paragraph 11 and the \$43 per megawatt-hour charge for generation service under Paragraph 7, AEP Ohio will be permitted to amortize to income, in the amount of such differential, without reducing rates, their Ohio Franchise Tax phase-out regulatory liability, totaling \$56,968,000.
- 13) In the event that the amortization of the Ohio Franchise Tax phase-out regulatory liability does not fully compensate AEP Ohio for the differential between service at the market rate established by AEP Ohio's filings under Paragraph 11 and the \$43 per megawatt-hour charge for generation service under Paragraph 7, AEP Ohio will be permitted to recover that differential under the "Additional 4%" provision of the current Rate Stabilization Plan. See Section 3, pages 8 and 9 of AEP Ohio's February 9, 2004 application in Commission Case No. 04-169-EL-UNC. In the event that AEP Ohio recovers the entire differential between service at the market rate established by AEP Ohio's filings under Paragraph 11 and the \$43 per megawatt-hour charge for generation service under Paragraph 7, without having to amortize the entire Ohio Franchise Tax phase-out regulatory liability, AEP Ohio will retain the unamortized portion on its books and the treatment of that balance will be determined by the Commission in AEP Ohio's next base rate proceeding. AEP Ohio's recovery of the differential through either the amortization of the Ohio Franchise Tax phase-out regulatory liability and, if

necessary, the "Additional 4%" provision will be accomplished in a manner which matches the projected differential and the recovery in the same accounting period.

- 14) In the event Ormet files a petition for relief under the Bankruptcy Code or an involuntary petition for relief under Bankruptcy Code is filed against Ormet, Ormet acknowledges and agrees that:

- a. The payment arrangement specified in Paragraph 10 above, with payments made in advance of usage will remain in effect as specified in this Stipulation.
- b. Ormet will not file a pleading with the applicable bankruptcy court that seeks to limit or avoid its obligation under the deposit or advance payment provisions of this Stipulation. See Paragraphs 9 and 10 above, respectively.
- c. Ormet further agrees that in the event of a bankruptcy AEP Ohio has the first claim on any deposit held under this Stipulation for any amounts owed and any future costs to be incurred as result of AEP Ohio's service to Ormet.

In the event that the bankruptcy court does not permit the provisions of either Paragraph 14 a., b., or c. to be implemented, Ormet will provide AEP Ohio, within twenty (20) days of the petition date, with a post-petition security deposit, as adequate assurance under § 366 of the United States Bankruptcy Code (11 U.S.C. § 366), in the amount equivalent to 130% of the anticipated monthly billing for the plant at full operation.

- 15) All necessary waivers of Commission rules shall be considered granted by the Commission's adoption of this Stipulation.
- 16) SCP will withdraw its Notice of Appeal in Supreme Court Of Ohio Case No. 06-1866 after the Commission adoption of the Stipulation and the later of the time for administrative or appellate review of the Commission's order adopting the Stipulation has expired or, if such review is pursued, such review is completed.
- 17) Upon the Commission's adoption of the Stipulation, CSP, OPCO and SCP will submit to the Commission modified territorial maps consistent with the provisions of this Stipulation.
- 18) Since the Signatory Parties are waiving their rights to appeal the factual and legal conclusions contained in the June 14, 2006 Opinion and Order, they agree to not rely on such conclusions in any future proceeding. Further, the Signatory Parties urge the Commission to indicate in its order adopting this Stipulation that such conclusions were unique to the facts and circumstances in this proceeding and do not provide any precedent for any future proceeding.

Nothing in this Stipulation shall be used or construed for any purpose to imply, suggest or otherwise indicate that the results produced through the compromise reflected herein represent fully the objectives of any Signatory Party.

No Signatory Party will challenge or directly or indirectly support any challenge to the reasonableness or lawfulness of the provisions of this Stipulation.

This Stipulation is submitted for purposes of this proceeding only, and is not deemed binding in any other proceeding, except as expressly provided herein, nor is it to be offered or relied upon in any other proceedings, except as necessary to enforce the terms of this Stipulation.

In fact, none of the Signatory parties have submitted the entirety of the case they would have otherwise filed or will file if this Stipulation is rejected.

The agreement of the Signatory Parties reflected in this document is expressly conditioned upon its acceptance in its entirety and without alteration by the Commission.

The Signatory Parties agree that:

- A. if the Commission rejects all or any part of this Stipulation, or otherwise materially modifies its terms, any adversely affected Signatory Party shall have the right, within thirty (30) days of the Commission's order, either to file an application for rehearing or to terminate and withdraw from the Stipulation by filing a notice with the Commission;
- B. if an application for rehearing is filed, and if the Commission does not, on rehearing, accept the Stipulation without material modification, any Signatory Party may terminate and withdraw from the Stipulation by filing a notice with the Commission within ten (10) business days of the Commission's order or entry on rehearing; and
- C. if any portion of this Stipulation is found by a reviewing Court to be unlawful, or if any law is enacted which prohibits the continued application of any term of this Stipulation, any Signatory Party adversely affected by any such judicial decision or statutory enactment may withdraw its support for this Stipulation by filing a notice to that effect with the Commission within thirty (30) days of such judicial decision becoming final or such law becoming effective.

If a Signatory Party pursues any action provided for in parts A, B or C above, a hearing shall go forward, and the parties shall be afforded the opportunity to present evidence through witnesses, to cross-examine all witnesses, to present rebuttal testimony, and to file briefs on all issues and pursue all remedies available in a court of competent jurisdiction.

The Signatory Parties agree and intend to support the reasonableness and legality of this Stipulation before the Commission, and in any appeal from the Commission's adoption and/or enforcement of this Stipulation.

IN WITNESS WHEREOF, this Stipulation and Recommendation has been agreed to as of this 20th day of October, 2006. The undersigned parties respectfully request the Commission to issue an Opinion and Order approving and adopting this Stipulation.

Alan D. Resnik
Ohio Power Company

Alan D. Resnik
Columbus Southern Power Company

John F. Selent / MTR
Ormet Primary Aluminum Corporation and
Ormet Aluminum Mill Products Corporation

Thomas E. Lodge
South Central Power Company

Thomas W. McNamee / by [Signature]
Staff of the Public Utilities Commission of Ohio

Michael Kury / MTR
Ohio Energy Group

Mathew Hawthorne / MTR
United Steel, Paper and Forestry,
Rubber, Manufacturing, Energy, Allied Industrial and
Service Workers International Union

This Contract entered into this ___ day of October 2006, by and between Columbus Southern Power Company and Ohio Power Company, hereafter called AEP Ohio, and Ormet Primary Aluminum Corporation, 1233 Main Street, Wheeling, West Virginia 26003, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

AEP Ohio agrees to furnish to the Customer, during the term of this Contract, and the Customer agrees to take from AEP Ohio, subject to AEP Ohio's standard Terms and Conditions of Service as regularly filed with the Public Utilities Commission of Ohio (Commission) and the terms and conditions as set forth in the Stipulation and Recommendation in Case No. 05-1057-EL-CSS as approved by the Commission which is attached hereto and hereby made a part of this Contract, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at the Customer's Hannibal, Ohio facilities. In the event the regularly filed Terms and Conditions of Service conflict with the terms and conditions set forth in the Stipulation and Recommendation, the latter terms and conditions will be controlling.

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The electric energy delivered hereunder shall be alternating current at approximately 138,000 volts, 3-wire, 3-phase and it shall be delivered at the interconnection of AEP Ohio's two double-circuit 138-kV steel tower transmission lines with the Customer's two double-circuit 138-kV steel tower transmission lines (i.e. in Ohio Township, Monroe County, Ohio at Tower 39 on double circuit Line #1 and at Tower 38 on double circuit Line #2), which shall constitute the point of delivery under this Contract. The said electric energy shall be delivered at reasonably close maintenance to constant potential and frequency, and it shall be measured by a meter or meters owned and installed by AEP Ohio and located at the Kammer Substation.

The Customer's contract capacity is hereby fixed at 520,000 kW/kVA. Beginning July 1, 2007, the minimum billing demand for this Contract shall be 312,000 kW/kVA.

There are no unwritten understandings or agreements relating to the service herein above provided. This Contract shall be in full force and effect when signed by the authorized representatives of the parties hereto, subject to the approval of the Public Utilities Commission of Ohio in Case No. 05-1057-EL-CSS.

The Customer agrees that its electrical facilities shall not be interconnected with any facilities other than AEP Ohio's facilities unless written authorization is received from AEP Ohio.

Columbus Southern Power Company
Ohio Power Company

Ormet Primary Aluminum Corporation

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

Date: _____

Date: _____

Tariff Rate or Rider	Sheet No.	
	CSP	OPCo
Customer Charge	24-1	24-1
Demand Charge	24-1	24-1
Reactive Demand Charge		24-1
Universal Service Fund Rider	60-1	60-1
Energy Efficiency Fund Rider	61-1	61-1
kWh Tax Rider	62-1	62-1
Gross Receipts Tax Credit Rider	63-1	63-1
Municipal Income Tax Rider	65-1	65-1
Franchise Tax Rider	66-1	66-1
Regulatory Asset Charge Rider	67-1	67-1
Provider of Last Resort Charge Rider	69-1	69-1
Monongahela Power Litigation Termination Rider	73-1	
Transmission Cost Recovery Rider	75-1	75-1
Major Storm Cost Recovery Rider	77-1	77-1