

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

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In the Matter of the Application for
Approval of a Contract for Electric
Service Between Columbus Southern
Power Company, Ohio Power
Company and Hannibal Real Estate,
LLC

Case No. 07- \$60 EL-AEC

APPLICATION

- 1. Columbus Southern Power Company and Ohio Power Company (AEP Ohio) are public utilities in the State of Ohio as defined by Section 4905.02 of the Ohio Revised Code, and are subject to regulation by the Public Utilities Commission of Ohio (the Commission), pursuant to the provision of Section 4905.31 of the Revised Code. AEP Ohio respectfully requests approval of its Contract for Electric Service with Hannibal Real Estate, LLC (the Customer).
- 2. The Contract, including the Addendum, (attached hereto as Exhibit A)¹ applies to service to a limited portion of the combined Columbus Southern Power Company/Ohio Power Company service territory created in Case No. 05-1057-EL-CSS.² The Customer's facilities will be served through Ormet's existing electric system, including Ormet's substation. Among the terms of the contract, which expires on December 31, 2008, the parties have agreed to a market-based Energy Charge. The amount of the charge has been deleted from this publicly filed copy of the contract. However, a copy of the contract with the deleted

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Technician 500 Date Processed 7/24/07

¹ The Addendum refers to an attached drawing showing relevant electric system facilities. The oversized drawing, which reflects the Ormet internal electric system is not included with this filing, but can be made available for Staff's review if needed.

² In the Matter of the Complaint of Ormet Primary Aluminum Corporation and Ormet Aluminum Mill Products Corporation v. South Central Power Company and Ohio Power Company.

information not deleted is being filed under seal with the Commission and can be reviewed by its Staff.

3. The Customer is a steel plate storage and distribution company now based in White Planes, N.Y., which has acquired the former Ormet rolling mill facility in Hannibal, Ohio (which has been idle since 2005) and will be moving its entire operation to the facility.

4. The Customer estimates that the reopening of the facility initially will create 20 to 30 jobs with very competitive wages in Monroe County, Ohio. Additional studies are being conducted to determine the feasibility of reactivating the mothballed rolling mill, modifying it to be used for the production of steel. If this proves successful, there is hope for a significantly higher number of jobs.

5. The provisions of this Contract will not have any adverse impact on the Companies' other customers.

WHEREFORE, the Companies request the Commission issue an order approving said Contract.

Respectfully submitted,

Marvin I. Resnik

American Electric Power Service Corporation

1 Riverside Plaza, 29th Floor

Columbus, Ohio 43215 Fax: (614) 716-2950

Tele: (614) 716-1606

Counsel for Columbus Southern Power Company and Ohio Power Company

This Contract entered into this 9th day of July 2007, by and between Columbus Southern Power Company and Ohio Power Company, hereafter called AEP Ohio, and Hannibal Real Estate, LLC, 711 Westchester Avenue, White Plains, New York 10604, 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) 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.

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 18 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 July 9, 2007.

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 Ormet Primary Aluminum Corporation'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 13.2 kV circuit breakers 3A and 3B in Ormet's Substation, 13.2 kV metering.

The Customer and AEP Ohio agree that the Customer has chosen to receive service under the provisions of Columbus Southern Power's Schedule General Service Large, code 311 for 50% of the Distribution Customer and Demand related charges and Ohio Power's General Service Low Load Factor, code 238 for 50% of the Distribution Customer and Demand related charges. The Energy Charge for the term of this contract shall be

The Customer agrees to pay AEP Ohio monthly for electric energy delivered hereunder at the rates specified above and under the provisions of AEP Ohio's Schedules General Service Large, code 311 and General Service Low Load Factor, code 238, as regularly filed with the Public Utilities Commission of Ohio, as long as these schedules are in effect. In the event that the schedules chosen by the Customer are replaced by new or revised schedules incorporating different rates or provisions, or both, AEP Ohio and Customer understand and agree that AEP Ohio will continue to provide service, and the Customer will continue to take service, under this Contract, subject to such changed provisions, and that the Customer will pay for such service at the new rates on and after the date such rates become effective.

The Customer's contract capacity is hereby fixed at 1,800 kW/kVA. The minimum billing demand for this Contract shall be 1,080 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.

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.

A disconnect and facilities conditions addenda is atta	ached hereto and mad	f a part thereof this contract.
Columbus Southern Power Company Ohio Power Company By: Mark A. Sunda/finger (Printed Name) Title: Manager - Customer Services Date: 7/19/07		Hannibal Real Estate, LLC By: (Signature) (Printed Name) Title: MANAGNG MEMBER Date: 7-10-07

REDACTED

ADDENDUM TO CONTRACT FOR ELECTRICAL SERVICE DISCONNECT AND FACILITIES CONDITIONS AGREEMENT Made a Part of Contract for Electric Service Dated July 9, 2007

This Contract entered into this 9th day of July 2007, by and between Columbus Southern Power Company and Ohio Power Company, hereafter called AEP Ohio, and Hannibal Real Estate, LLC, 711 Westchester Avenue, White Plains, New York 10604, hereafter called Hannibal Real Estate, and Ormet Primary Aluminum Corporation, 1233 Main Street, Wheeling, West Virginia 26003, hereafter called Ormet.

Because the 138 kV service to Hannibal Real Estate from AEP Ohio feeds through Ormet's 138 kV and 13.2 kV electric system facilities as shown in the attached drawing, a disconnect agreement is required to help ensure the continuity of service to each of these customers should the disconnection of power to the other customer be deemed necessary by AEP Ohio.

In the event that AEP Ohio has the right under applicable law to disconnect power to Hannibal Real Estate while keeping Ormet energized, Ormet and Hannibal Real Estate agree to permit AEP Ohio personnel access to the property owned by Ormet or Hannibal Real Estate at Hannibal, Ohio to open and lock open 13.2 kV circuit breakers #3A and #3B, which feed through the 138 kV circuit breaker #700 in Ormet's main substation at Hannibal, Ohio. Should access to any of these circuit breakers located on Ormet's property be denied or become unavailable for any other reason to AEP Ohio personnel for the purpose of disconnecting service to Hannibal Real Estate, Ormet agrees to open these circuit breakers to disconnect power to Hannibal Real Estate immediately following notification by AEP Ohio to do so, unless undue safety conditions would prohibit such action. If Ormet fails to perform such disconnection activity, then AEP Ohio may proceed to disconnect electric service to both Hannibal Real Estate and Ormet via AEP Ohio's 138 kV circuit breakers located in its substation at the Kammer Power Plant. Under such circumstances, Ormet will relieve AEP Ohio of all obligations to provide electric service until safe access is granted to the circuit breakers identified previously in this paragraph.

In the event that AEP Ohio has the right under applicable law to disconnect power to Ormet while keeping Hannibal Real Estate energized, Ormet and Hannibal Real Estate agree to permit AEP Ohio personnel access to the property owned by Hannibal Real Estate or Ormet at Hannibal, Ohio to open and lock open 13.2 kV circuit breakers #1A, #2A, #4A, #1B, #2B, and #4B, which feed through 138 kV circuit breaker #700, 13.2 kV circuit breaker #20 which feeds through 138 kV circuit breaker #200, and 13.2 kV circuit breaker #60 which feeds through 138 kV circuit breaker #600 in Ormet's main substation. Under such circumstances, in addition to these 13.2 kV circuit breakers, the 138 kV circuit breakers #100, #300, #400, #500, #800, #900E, #900W, and TH100 in Ormet's main substation will be opened and locked open by AEP Ohio personnel. Should access to any of these circuit breakers located on Ormet's property be denied or become unavailable for any other reason to AEP Ohio personnel for the purpose of disconnecting service to Ormet, then AEP Ohio may proceed to disconnect electric service to both Hannibal Real Estate and Ormet via AEP Ohio's 138 kV circuit breakers located in its substation at the Kammer Power Plant. Under such circumstances, Hannibal Real Estate will relieve AEP Ohio of all obligations to provide electric service until safe access is granted to the circuit breakers identified previously in this paragraph.

This agreement also permits AEP Ohio personnel access to the property owned by Hannibal Real Estate or Ormet at Hannibal, Ohio to re-energize the same apparatus that AEP Ohio had previously deenergized. This agreement also permits AEP Ohio personnel access to this property for the purpose of reading and maintaining AEP Ohio meters and ancillary equipment.

ADDENDUM TO CONTRACT FOR ELECTRICAL SERVICE DISCONNECT AND FACILITIES CONDITIONS AGREEMENT Made a Part of Contract for Electric Service Dated July 9, 2007

Hannibal Real Estate will enter into an agreement with Ormet to utilize capacity on its 138 kV and 13.2 kV electric system facilities. Hannibal Real Estate and Ormet agree to allow AEP Ohio to review this document to ensure that it provides proper security for this type of service arrangement. AEP Ohio assumes no responsibility should any of Ormet's equipment that is utilized to provide service to Hannibal Real Estate fail to operate as designed or be unavailable for any reason. Should there be any electric service reliability issues affecting either Hannibal Real Estate or Ormet as a result of both Parties utilizing Ormet's electric system facilities, they will be addressed and mutually resolved between Hannibal Real Estate and Ormet. Furthermore, AEP Ohio shall be held harmless of any consequences of such reliability issues and shall have no obligations to compensate, mediate or resolve such issues. If the aforementioned agreement between Hannibal Real Estate and Ormet is terminated and Hannibal Real Estate is no longer provided service through Ormet's facilities, Hannibal Real Estate agrees to pay AEP Ohio, pursuant to AEP Ohio's Terms and Conditions of Service as then filed with the PUCO, all line extension charges required to provide service directly from AEP facilities, should Hannibal Real Estate desire to continue service.

Unless the Parties mutually agree otherwise, this Addendum shall be in effect for so long as the Electric Service Agreement dated June between AEP Ohio and Hannibal Real Estate is in effect. The provisions under this Addendum are subject to revision should Hannibal Real Estate's or Ormet's Electric Service Agreement or shared electric system facilities be modified.

Columbus Southern Power Company Ohio Power Company	Hannibal Real Estate, LLC
By: Mark A. Lyndeffenger (Signature) Mark A. Gunde/finger (Printed Name) Title: Manager-Customer Services	By: (Signature) JEFFREY A. HIMMEL (Printed Name) Title: MANAGING MEMBER
Date: 7/19/07	Date: 7-10-07
	Ormet Primary Aluminum Corporation
	By: (Signature) Thomas 6 1emple (Printed Name)
	Title: V.P. Alumina & Engineering Date: 7/16/07