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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 Of Columbus Southern Power)
Company and Solsil, Inc.)

Case No. 08-883-EL-AEC

COLUMBUS SOUTHERN POWER COMPANY
SUBMISSION OF
REVISED CONTRACT

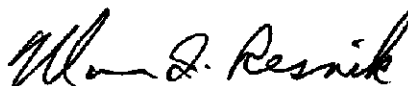
Pursuant to the Commission's July 31, 2008 Finding and Order in this docket, Columbus Southern Power Company (CSP) submits a revised contract between itself and Solsil, Inc. for electric service to Solsil's facility in Beverly, Ohio.

In accordance with Paragraph No. 10 of the Finding and Order, CSP has consulted with the Commission's Staff for the purpose of establishing the estimated market price for calculating the discount benchmark. CSP proposed that its industrial market rate as filed in Case No. 08-917-EL-SSO, as adjusted for Transmission related cost components Ancillary Services and Auction Revenue Rights Credit (ARR) that Solsil will pay through CSP's Transmission Cost Recovery Rider, be used for setting the estimated market price. The market price was estimated to be \$78.88 / MWH . Staff has found that this methodology for estimating the market price for calculating the discount benchmark is reasonable, although it does not believe that the methodology agreed upon by the parties should stand as precedent.

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CSP requests that the Commission approve this revised contract.

Respectfully submitted,



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Email: mresnik@aep.com
Attorney for Columbus Southern Power Company

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Columbus Southern Power
Company's Submission of Revised Contract was served this ^{20th}~~19th~~ day of August 2008
upon the following individuals, by regular first class mail, postage prepaid:

Gregory J. Poulos, Counsel of Record
Jaqueline Lake Roberts
Assistant Consumer's Counsel
Office of the Ohio Consumer's Counsel
10 West Broad Street, Suite 1800
Columbus, Ohio 43215-3485

David F. Boehm, Esq.
Michael L. Kurtz, Esq.
BOEHM, KURTZ & LOWRY
36 East Seventh Street, Suite 1510
Cincinnati, Ohio 45202

This Contract entered into this 19th day of August 2008, by and between Columbus Southern Power Company, hereafter called the Company, and Solsil, Inc., P. O. Box 99, Beverly, Ohio 45715, or his or its heirs, successors or assigns, 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:

The Company agrees to furnish to the Customer, during the term of this Contract, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Utilities Commission of Ohio (Commission) and the Special Terms and Conditions Addendum as approved by the Commission which is attached hereto and hereby made 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 Wells Road, Beverly, Ohio. In the event the regularly filed Terms and Conditions of Service conflict with the Special Terms and Conditions Addendum, the latter terms and conditions will be controlling.

The Company is to furnish and the Customer is to take electric energy under the terms of this Contract for a period of up to 10 years from the time such service is commenced and ending at midnight on December 31, 2018 or until terminated upon a minimum 12 months' written notice given by the Customer of its intention to terminate the contract. The date that service shall be deemed to have commenced under this Contract shall be January 1, 2009.

The electric energy delivered hereunder shall be alternating current at approximately 138,000 volts, 3-wire, 3-phase and it shall be delivered where the Company's 138 kV conductors from its proposed new structure on the Muskingum - Wolf Creek 138 kV Line connect to the Customer's deadend insulators on the steel structure in the Customer's 138 kV substation, 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 at 138 kV by a meter or meters owned and installed by the Company and located in the control building in the Customer's 138 kV substation.

The Customer and the Company agree that the Customer has chosen to receive service under the provisions of the Company's Schedule General Service Large, code 311 according to the transmission and distribution (T&D) charges stated therein, including all Commission-approved riders applicable to customers taking T&D service. The charge for electric generation service for the term of this contract, is described in the Addendum. The Customer agrees to pay the Company monthly for transmission, distribution, and generation service furnished hereunder at the rates specified above and under the provisions of the Company's Schedule General Service Large, code 311, 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, the Company and Customer understand and agree that the Company 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 19,500 kVA. The minimum billing demand for this Contract shall be 11,700 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, without modification.

Columbus Southern Power Company

By: _____

(Signature)

Joseph Hamrock

(Printed Name)

Title: _____

President & COO

Date: _____

8/20/2008

Solsil, Inc.

By: _____

(Signature)

ARDEN S/M/S

(Printed Name)

Title: _____

President

Date: _____

08/19/08

**ADDENDUM TO CONTRACT FOR ELECTRICAL SERVICE
SPECIAL TERMS AND CONDITIONS AGREEMENT
Made a Part of Contract for Electric Service Dated August 19, 2008**

This Contract entered into this 19th day of August 2008, by and between Columbus Southern Power Company, hereafter called Company, and Solsil, Inc., P. O. Box 99, Beverly, Ohio 45715, hereafter called Customer. This Special Terms and Conditions Agreement is required because of the economic development benefits of this project perceived by the Customer for the State of Ohio. Such special terms and conditions are as follows:

- 1) Since the contract capacity of 19,500 kVA represents a level of demand that the Customer is not projecting to meet until near the end of the year 2009, until January 1, 2010 the Company agrees to use the greater of (a) 60% of the Customer's highest previously established billing demand since the service commencement date or (b) 1000 kVA as the minimum billing demand. After that date, the standard minimum billing demand provisions of the Company's Schedule General Service Large, code 311, which include the minimum billing demand of 11,700 kVA as specified in the Contract, will apply.

A discount benchmark shall be set equal to 40% of the Company's industrial market rate as filed in Case No. 08-917-EL-SSO, as adjusted for transmission related cost components that the Customer will pay through the Company's Transmission Cost Recovery Rider, divided by the Standard Service Offer (SSO) approved in that case for service applicable to the Customer. The Customer's SSO rate during the term of the contract shall be the then current SSO times the established discount benchmark.

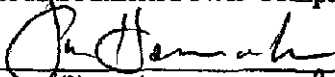
- 2) In the event that the Company is not permitted to, put in place on a timely basis, a rider which recovers economic development costs, including costs related to this agreement, the Contract will not become effective unless the parties agree to amend the Contract.
- 3) Under no circumstances will the customer be allowed to participate in PJM demand response programs unless it is at the direction of AEP Ohio.
- 4) In lieu of an initial cash security deposit, a Corporate Guarantee will be provided by Globe Specialty Metals on behalf of its subsidiary Solsil, Inc.
- 5) In the event the Customer files a petition for relief under the Bankruptcy Code or an involuntary petition for relief under Bankruptcy Code is filed against the Customer, the Customer acknowledges and agrees that:
 - a. The Customer will not file a pleading with the applicable bankruptcy court that seeks to limit or avoid its obligation under the deposit provision of this Addendum.
 - b. The Customer further agrees that in the event of a bankruptcy the Company 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 the Company's service to the Customer.

ADDENDUM TO CONTRACT FOR ELECTRICAL SERVICE
SPECIAL TERMS AND CONDITIONS AGREEMENT
Made a Part of Contract for Electric Service Dated August 19, 2008

In the event that the bankruptcy court does not permit the provisions of either Paragraph 5 a. or b. to be implemented, the Customer will provide the Company, 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. The Parties specifically agree that this is an acceptable amount of adequate assurance under § 366.

Columbus Southern Power Company

By:


(Signature)

Joseph Hamrock
(Printed Name)

Title:

PRESIDENT & COO

Date:

8/20/2008

Solsil, Inc.

By:


(Signature)

ARDEN SIMS
(Printed Name)

Title:

President

Date:

08/19/08