FILE

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Ormet Primary Aluminum Corporation for Approval of a Unique Arrangement with Ohio Power Company and Columbus Southern Power Company

Case No. 09-119-EL-AEC

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APPLICATION OF ORMET PRIMARY ALUMINUM CORPORATION FOR APPROVAL OF A UNIQUE ARRANGEMENT WITH OHIO POWER COMPANY AND COLUMBUS SOUTHERN POWER COMPANY

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BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Ormet)	
Primary Aluminum Corporation for)	
Approval of a Unique Arrangement with	Case No. 09	EL-AEC
Ohio Power Company and Columbus	·	
Southern Power Company)	
	,	

APPLICATION OF ORMET PRIMARY ALUMINUM CORPORATION FOR APPROVAL OF A UNIQUE ARRANGEMENT WITH OHIO POWER COMPANY AND COLUMBUS SOUTHERN POWER COMPANY

Ormet Primary Aluminum Corporation ("Ormet")¹ respectfully requests approval by the Commission, pursuant to Section 4905.31 of the Ohio Revised Code and Section 4901:1-38-05² of the Ohio Administrative Code, of a Unique Arrangement (Attachment A) under which Ohio Power Company and Columbus Southern Power Company (collectively "AEP Ohio")³ would provide electric service to Ormet, effective January 1, 2009. In support of this Application, Ormet states the following:

1. Ormet owns and operates an aluminum reduction facility in Hannibal, Ohio ("Hannibal Facilities"). Ormet is the largest and most energy-intensive customer on the AEP Ohio system. Fully operational, the Hannibal Facilities utilize up to 540 MW of electricity 24 hours per day, 365 days per year. Electricity is a raw material in the aluminum industry. Power

Ormet is a Delaware Corporation.

² Having been approved by the Commission upon rehearing on February 11, 2009 in Case No. 08-777-EL-ORD, Section 4901:1-38-05 of the Ohio Administrative Code ("OAC") is currently pending before the Joint Committee on Agency Rule Review, the Secretary of State and the Legislative Service Commission.

³ Ohio Power Company and Columbus Southern Power Company are public utilities and electric light companies as defined by Sections 4905.02 and 4905.03(A)(4), Ohio Revised Code ("Ohio Rev. Code"), and as such are subject to the jurisdiction of the Commission. They are both operating subsidiaries of the American Electric Power System.

constitutes approximately 30 to 35 percent of the cost of producing aluminum. As a result,

Ormet is unusually sensitive to electric rate increases.

- 2. The price of aluminum is set on the London Metal Exchange ("LME"). Therefore, Ormet has no ability to affect the pricing of its product. Ormet's ability to compete globally is determined by its cost of production. Many smelters throughout the nation and the rest of the world pay much less for their power than does Ormet. Coupled with the price of alumina, power costs are the most significant determinant of the viability of a smelter. If Ormet is to keep the Hannibal facilities in operation, it must be able to procure electricity at a price that will enable it to remain competitive.
- 3. There are numerous examples both in the United States and abroad where special arrangements are in place to ensure competitive electricity prices for aluminum producers. As an example, the New York Power Authority recently entered into a 30-year arrangement with Alcoa that links the rates Alcoa pays for low-cost power to global aluminum prices in return for Alcoa's commitment to invest in the facility and maintain jobs. Similarly, the Public Service Commission of West Virginia established an LME-indexed rate for an aluminum producer. Countries such as China actively support their aluminum industry through reduced power costs, strategic metal purchases and a supportive tax structure. And in Iceland, which now is

⁴ See, Attachment B, New York Power Authority Press Release, New York Power Supply Contract with Alcoa Approved by N.Y. Power Authority Trustees (Dec. 16, 2008). The contract was approved by the Governor of New York on January 12, 2008, see, Press Release, Governor David A. Paterson, Governor Paterson Approves New Long-Term Contract Between NYPA and Alcoa to Secure North Country Jobs, (Jan. 12, 2009) http://www.ny.gov/governor/press/press 0112091.html.

⁵ See Appalachian Power Co. and Wheeling Power Co. both d/b/a American Electric Power, Commission Order, Public Service Commission of West Virginia Case No. 05-1278-E-PC-PW-42T, issued July 26, 2006.

responsible for 2% of world aluminum production, electricity cost is tied to the LME price of

- 4. The workforce of the Hannibal operations is represented by the United Steelworkers of America. Ormet and USWA work hand in hand on issues critical to this operation, such as this power contract. As a demonstration of this alliance, Attachment D is a petition signed by over 1000 employees and retirees clearly supporting a competitive, long-term power contract for Ormet.
- 5. Ormet's power requirements are unique. Ormet uses an unusually large -- up to 540 MW -- amount of power at its Hannibal Facilities around the clock. Ormet's power supply must be stable. Ormet operates at about a 98 percent load factor. Electricity is a raw material for the production of aluminum. The six potlines Ormet operates at its Hannibal Facilities must be kept energized at all times to keep the metal in them molten. If electricity to a potline is interrupted or reduced sufficiently that the metal solidifies, it can take several months and millions of dollars to bring the potline back into operation. Therefore, deliberate reduction of electricity to a potline can only be undertaken after a significant amount of planning and economic analysis, and would only be cost-effective under extreme circumstances.
- 6. Ormet's facility contributes substantially to the economy in Monroe County,
 Ohio. With its reduction facility in full operation, Ormet (1) has approximately 1,000 employees
 with wages totaling approximately \$56,000,000 per year; (2) covers health care costs for
 approximately 7,000 of its workers, retirees, and their family members, at a cost of more than
 \$16,000,000 per year; (3) pays approximately \$300,000 annually in taxes to Monroe County and

⁶ See Attachment C, Century Aluminum Company Annual Report for the Fiscal Year Ended Dec. 31, 2007 (Form 10-K), at 9 (excerpt) (discussing the company's long-term agreements for power priced at a rate based on the LME price for primary aluminum).

its School District; and (4) purchases approximately \$15,000,000 to \$20,000,000 per year in goods and services in the Ohio Valley. Moreover, Ormet supports large legacy costs such as retiree pensions and health care that are not paid by competing companies in many regions of the world. Monroe County is an extremely depressed area in Ohio and Ormet's contribution as an employer, taxpayer, and purchaser of goods and services is very important to the area's economy. The total impact of Ormet on the community is about \$195 million per year.

Attachment E is the economic study that discusses these impacts in further detail.

7. Section 4928.02 of the Revised Code states, inter alia, that it is the policy of the State to (1) "ensure the availability to consumers of adequate, reliable, safe, efficient, nondiscriminatory, and reasonably priced retail electric service that provides consumers with the supplier, price, terms, conditions, and quality options they elect to meet their respective needs"; (2) "ensure the availability of unbundled and comparable retail electric service that provides consumers with the supplier, price, terms, conditions, and quality options they elect to meet their respective needs"; and (3) "facilitate the state's effectiveness in the global economy". The Unique Arrangement reached between Ormet and AEP Ohio would further the policy of the state well. It would provide Ormet with the unique price, terms, conditions, and quality option that Ormet needs in order to sustain a sufficient cash flow to keep its Hannibal Facilities operating and to pay its required legacy pension costs. The price, terms and conditions provided in the Unique Arrangement would allow Ormet to compete globally with other aluminum smelters. With the Hannibal Facilities in full operation, Ormet would be able to assist in sustaining the economy of Monroe County and the Ohio Valley, and Ormet would be able to maintain full employment and to provide pension and health benefits to its retirees.

⁷ Ohio Rev. Code § 4928.02 (A), (B), and (N).

- 8. Of particular importance to Ormet in the Unique Arrangement are the provisions indexing the price that Ormet pays for electricity to the price of aluminum as reported on the London Metal Exchange ("LME"). This link is necessary because the cost of electricity is a significant input into the price of Ormet's finished product, and Ormet's ability to keep its Hannibal Facility operating is directly tied to the margin between the cost of electricity and the price at which it can sell its product into the market. If the price of electricity increases enough to push the cost of Ormet's finished product over the price at which Ormet can sell its product, it simply cannot maintain its operations.
- 9. Therefore, the Unique Arrangement proposes a mechanism by which the risk to Ormet of aluminum prices falling below a certain threshold relative to the price of energy is mitigated, while the benefit of aluminum prices rising above that threshold is shared. It sets forth pricing for Ormet as follows. Because Ormet has sold forward its 2009 metal production at a fixed price in order to secure its revenue for the calendar year 2009, Ormet will pay an all-in rate of the lesser of \$38.00/MWh or the AEP Ohio Tariff Rate⁸ for 2009. This rate will ensure that Ormet has enough cash to run its day to day operations in 2009 and to pursue a refinancing of the company. For the subsequent years of 2010 through 2018, Ormet's rate will be determined based upon schedules filed each year with the Commission. Each schedule would be filed no later than October 1 of the year prior to which the subject rate would be in effect and would set forth an Indexed Rate and a Target Price. The Indexed Rate would be the rate schedule in

⁸ The AEP Ohio Tariff Rate means the applicable tariff and riders, defined in terms of \$/MWh, as approved from time to time by the Commission for the total cost of energy delivered, including all generation, distribution, transmission, customer and rider charges, existing and implemented during the term of this Power Agreement, that would otherwise be applicable to Ormet. At the outset, it will be determined by taking the sum of what Ormet would pay if fifty (50) percent of its load were billed under the applicable Ohio Power Co. Tariff and the other fifty (50) percent of its load were billed under the applicable Columbus Southern Power Co. tariff.

\$/MWh that Ormet could pay that would produce the minimum cash flow necessary to sustain operations and pay its required legacy pension costs depending upon the LME price of aluminum. The Target Price will be the price of aluminum as reported on the LME at which Ormet would be able to pay the AEP Ohio Tariff Rate and still maintain the minimum cash flow necessary to maintain its operations and pay its required legacy pension costs. The Unique Arrangement provides at Section 5.02 that the Commission may require an independent third-party review of the schedule at Ormet's expense. Thus, when aluminum prices are low, Ormet will receive a discounted rate, and when aluminum prices are high, Ormet will pay a premium.

- 10. Under the Unique Arrangement, when the LME price of aluminum is less than or equal to the Target Price, Ormet will pay the Indexed Rate. When the LME price of aluminum is greater than the Target Price but not more than \$300/Tonne above the Target Price, Ormet will pay 102% of the AEP Ohio Tariff Rate. When the LME price of aluminum is greater than the sum of \$300/Tonne plus the target Price, Ormet will pay 105% of the AEP Ohio Tariff Rate. At the end of each calendar year, there will be an annual true-up.
- Because this Unique Arrangement is a critical component of keeping the Hannibal Facilities in operation, it will significantly contribute to Ormet's ability to retain a minimum of 600 jobs at the Hannibal Facilities, and Ormet commits to the Commission that it will take reasonable steps to retain those jobs for the term of the Unique Arrangement. Without the Unique Arrangement, it would be difficult, if not impossible, for Ormet to sustain operations at the Hannibal Facilities.
- 12. Ormet has struggled in recent years to continue operating the Hannibal Facilities in the face of high electricity costs, labor disturbances, and a bankruptcy proceeding. On January 30, 2004, Ormet filed for Chapter 11 Bankruptcy, along with its affiliates and parent company.

Subsequently, due to a labor strike and increasing power costs, Ormet was forced to shut down its Hannibal Facilities. On December 15, 2004, the Bankruptcy Court approved Ormet's plan of reorganization, and Ormet emerged from bankruptcy in April 2005. Subsequently, Ormet was able to settle with the union and end the strike, however, Ormet could not immediately restart its Hannibal Facilities because the price of power Ormet was able to obtain was too high relative to the price of aluminum. It was not until 2006, when Ormet entered into a stipulation with AEP Ohio effective January 1, 2007 ("2006 Stipulation") that Ormet was able to obtain power at a cost low enough relative to the price of aluminum to return its Hannibal Facilities to full operation. Thus, there is a real danger that if Ormet is unable to get a contract that ties its electric rate to the price of aluminum; it may find itself in a situation in the near future where it would have to shut down the Hannibal Facilities due to high power costs.

- AEP Ohio's proposed Electric Security Plan ("ESP") filing had not yet been approved by the Commission as of January 1, 2009, the Parties entered into an Interim Agreement approved by the Commission on January 7, 2009 in Case Nos. 08-1338-EL-AAM and 08-1339-EL-UNC. That Interim Agreement provides for service from AEP Ohio to Ormet until the effective date of new AEP Ohio approved tariffs based on a Commission ruling on the Companies' ESP application (*i.e.* if the Commission adopts the ESP as proposed or if the Companies accept any modifications made to the ESP by the Commission) and the effective date of a new special arrangement, such as the Unique Arrangement proposed herein, between AEP Ohio and Ormet subsequently approved by the Commission.
- 14. Ormet understands that AEP Ohio is supporting the proposed Unique

 Arrangement on the condition that AEP Ohio is granted permission by the Commission to

recover from other customers through a rider all revenues lost by entering into this Unique

Arrangement with Ormet. Ormet supports AEP Ohio's request in recognition that AEP Ohio

must remain financially strong to ensure it continues to have the ability to satisfy Ormet's load

requirements. To provide some balance, however, when aluminum prices rise above the Target

Price, Ormet has agreed to pay a premium of either 2% or 5% (depending how high prices rise)

over the applicable tariff rate, allowing other AEP Ohio customers to share in the benefit of

rising aluminum prices.

15. Attachment F is an Affidavit by Michael Tanchuk, President and Chief Executive

Officer of Ormet Corporation, verifying the veracity of the information supporting the rationale

for the Unique Arrangement.

WHEREFORE, Ormet respectfully requests the Commission to approve the Unique

Arrangement (Attachment A), subject to the terms and conditions specified therein, with such

approval to be effective and service to commence upon January 1, 2009.

Respectfully submitted,

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Corporation

Dated: February 17, 2009

ATTACHMENT A

Power Agreement Between Ormet Primary Aluminum Corporation and Ohio Power Company and Columbus Southern Power Company

POWER AGREEMENT

between

ORMET PRIMARY ALUMINUM CORPORATION

and

OHIO POWER COMPANY

and

COLUMBUS SOUTHERN POWER COMPANY

POWER AGREEMENT

between

ORMET PRIMARY ALUMINUM CORPORATION

and

OHIO POWER COMPANY

and

COLUMBUS SOUTHERN POWER COMPANY

This Power Agreement is entered into on ______, 2009, between Ormet Primary

Aluminum Corporation ("Ormet"), a Delaware Corporation, and Ohio Power Company ("Ohio

Power") and Columbus Southern Power Company ("Columbus Southern") (collectively "AEP

Ohio").

WHEREAS Ormet owns an aluminum reduction facility at Hannibal, Ohio that (1) has approximately 1,000 employees with wages totaling approximately \$56,000,000 per year; (2) covers approximately 7,000 of its workers', retirees', and family members' health care, at a cost of more than \$16,000,000 per year; (3) pays approximately \$300,000 annually in taxes to Monroe County and its School District; and (4) purchases approximately \$15,000,000 to \$20,000,000 per year in goods and services in the Ohio Valley;

WHEREAS Ohio Power and Columbus Southern are electric utilities providing electric service to customers in the State of Ohio;

WHEREAS Ormet and AEP Ohio were parties to a Stipulation dated November 8, 2006, as amended ("2006 Stipulation"), under which AEP Ohio provided electric energy to Ormet's facilities at Hannibal, Ohio, which stipulation by its own terms was scheduled to expire on December 31, 2008;

WHEREAS in light of the scheduled expiration date of the 2006 Stipulation and the fact that AEP Ohio's proposed Electric Security Plan ("ESP") filing had not yet been approved by the Commission as of January 1, 2009, the Parties entered into an Interim Agreement approved by the Commission on January 7, 2009 in Case Nos. 08-1338-EL-AAM and 08-1339-EL-UNC. That Interim Agreement provides for service from AEP Ohio to Ormet until the effective date of new AEP Ohio approved tariffs based on a Commission ruling on the Companies' ESP application (*i.e.* if the Commission adopts the ESP as proposed or if the Companies accept any modifications made to the ESP by the Commission) and the effective date of a new special arrangement between AEP Ohio and Ormet subsequently approved by the Commission;

WHEREAS under Section 4905.31 of the Ohio Revised Code, a utility and a customer may enter into any financial device practicable or advantageous to the parties interested, including a device to recover costs incurred in conjunction with any economic development and job retention program of the utility;

WHEREAS under Section 4901:1-38-05 of the Ohio Administrative Code ("OAC"), a customer may apply to the Commission for approval of a unique arrangement with the electric utility;

WHEREAS the cost of electricity represents almost one third of Ormet's costs and Ormet asserts it cannot operate unless it can obtain electricity below a certain price relative to the price at which it can sell its output;

WHEREAS Ormet has sold forward its 2009 metal production to secure revenue and thus financing for its operations;

¹ Having been approved by the Commission upon rehearing on February 11, 2009 in Case No. 08-777-EL-ORD, Section 4901:1-38-05 of the OAC is currently pending before the Joint Committee on Agency Rule Review, the Secretary of State and the Legislative Service Commission.

WHEREAS Ormet desires to enter into a power agreement that will assure that it has sufficient cash flow to sustain its operations at the Hannibal Facilities and to pay its required legacy pension costs for 2010 to 2018; and

WHEREAS Ormet desires to enter into a new power agreement pursuant to Section 4905.31 of the Ohio Revised Code and Section 4901:1-38-05 of the OAC² in order to ensure that Ormet is able to continue operations at its Hannibal Facilities;

NOW, THEREFORE, Ormet and AEP Ohio set forth their agreement for electric service at the Hannibal Facilities as follows:

ARTICLE ONE. DEFINITIONS

\$/MWh, as approved from time to time by the Commission for the total cost of energy delivered, including all generation, distribution, transmission, customer and rider charges, existing and implemented during the term of this Power Agreement, that would otherwise be applicable to Ormet, but excluding any charges or credits that may result pursuant to Article Eleven or Twelve. For example, at the outset of this Power Agreement, the applicable tariff would be equal to (a) the amount Ormet would pay if 50 percent of its load were billed based on the Ohio Power Company Schedule GS-4 Transmission Voltage Service, presently found at 4th Revised Sheet No. 24-1 of P.U.C.O. No. 18, and 50 percent of its load were billed based on the Columbus Southern Power Company Schedule GS-4 Service, presently found at 7th Revised Sheet No. 24-1 of P.U.C.O. No. 6, divided by (b) the metered energy billing determinant for the billing month. Notwithstanding any other provision of this Power Agreement, Ormet will be responsible for paying the KWH Tax through self-assessment.

² See footnote 1.

- 1.02 Annual LME Price is a load-weighted average of the Monthly LME Prices calculated by dividing (a) the sum of the product for each month in the year of (i) the Monthly LME Price and (ii) the metered energy billing determinant, by (b) the sum of the metered energy billing determinant for each month in the year.
- 1.03 Annual Ormet Rate means the rate in \$/MWh on a delivered basis as calculated in accordance with Section 5.04. The Annual Ormet Rate includes all generation, distribution, transmission, customer and rider charges, existing and implemented during the term of this Power Agreement, that would otherwise be applicable to Ormet, but excludes any charges or credits that may result pursuant to Article Eleven or Twelve. Notwithstanding any other provision of this Power Agreement, Ormet will be responsible for paying the KWH Tax through self-assessment.
- 1.04 Annual Target Price. In a calendar year where the AEP Ohio Tariff Rate was modified the Annual Target Price means a load-weighted average of the Target Prices calculated by dividing (a) the sum of the product for each period to which different AEP Ohio Tariff Rates applied and (i) the Target Price and (ii) the metered energy billing determinant for that period, by (b) the sum of the metered energy billing determinant for each period. In years where there is no modification of the AEP Ohio Tariff Rate over the course of the calendar year, the Annual Target Price would equal the Target Price.
- 1.05 <u>Business Day</u> means any day except a Saturday, Sunday or Federal Reserve Bank holiday. A Business Day shall open at 8:00 am and close at 5:00 pm local time for the relevant Party's place of business.
 - 1.06 Commission means the Public Utilities Commission of Ohio.

- 1.07 <u>Delta Revenue</u> means all revenue which would be recoverable from Ormet under the AEP Ohio Tariff Rate, but for this Power Agreement, foregone by AEP Ohio as a result of the provisions of the Power Agreement, including as a result of an Event of Default by Ormet of this Power Agreement. Because Ormet has committed to pay the KWH Tax under this Power Agreement through self-assessment, such amounts will not be included in the Delta Revenue.
- 1.08 <u>Delivery Point</u> means the interconnection of AEP's two double-circuit 138 KV steel tower transmission lines in Ohio Township, Monroe County, Ohio at Tower 39 on double-circuit Line #1 and at Tower 38 on double-circuit Line # 2.
 - 1.09 Defaulting Party shall have the meaning set forth in Section 8.01.
 - 1.10 Event of Default shall have the meaning set forth in Section 8.01.
- Performing its obligations under this Power Agreement, which event or circumstance was not reasonably anticipated, which is not within the reasonable control of, or the result of the negligence of the claiming Party, including, but not limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes resulting in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment; (ii) weather related events affecting an entire geographic region; (iii) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (iv) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction.
- 1.12 <u>Hannibal Facilities</u> means the aluminum reduction facility that, as of the date of this Power Agreement, is owned and operated by Ormet in Hannibal, Ohio.

- 1.13 <u>Indexed Rate</u> means the rate schedule in \$/MWh Ormet could pay that would produce sufficient cash flow to sustain its operations at the Hannibal Facilities and to pay its required legacy pension costs, depending upon the Annual LME Price of aluminum. The Indexed Rate schedule will be submitted to the Commission by Ormet in accordance with Section 5.02.
- 1.14 <u>KWH Tax</u> means the Ohio kWh tax associated with Ormet's consumption of electricity normally accounted for in AEP Ohio's KWH Tax Riders presently found at Original Sheet No. 62-1 of both P.U.C.O. No. 18 and P.U.C.O. No. 6. Under this Power Agreement Ormet shall pay the KWH Tax applicable to Ormet through self-assessment.
- 1.15 <u>Metering Point</u> shall mean the Kammer substation owned and operated by Ohio Power.
- 1.16 Monthly LME Price means the simple monthly average of the daily cash settlement price in \$/Tonne for high grade aluminum as quoted on the London Metals Exchange and as published by Reuters. If the London Metals Exchange or Reuters experiences a disruption that causes the daily cash settlement price not to be published, or ceases to publish such price, the Parties shall work in good faith to agree upon a suitable replacement index or price source.

 Once the Parties have reached agreement upon a suitable replacement index, the Parties' decision shall be filed with the Commission.
- 1.17 <u>Monthly Ormet Rate</u> means the monthly rate in \$/MWh on a delivered basis as calculated in accordance with Section 5.03. The Monthly Ormet Rate includes all generation, distribution, transmission, customer and rider charges, existing and implemented during the term of this Power Agreement, that would otherwise be applicable to Ormet,, but excludes any charges or credits that may result pursuant to Articles Eleven or Twelve. Notwithstanding any

other provision of this Power Agreement, Ormet will be responsible for paying the KWH Tax through self-assessment.

- 1.18 Non-Defaulting Party shall have the meaning set forth in Section 8.02.
- 1.19 Party or Parties means AEP Ohio and/or Ormet.
- 1.20 <u>Performance Assurance</u> means collateral in the form of either cash held in escrow, letter(s) of credit or other security acceptable to the Party to whom it is offered.
- 1.21 Ramp-Up Period means the period of time during which Ormet is actively restoring the Hannibal Facilities operations following any shutdown of all or part of the Hannibal Facilities.
- 1.22 <u>Target Price</u> means the LME Price in \$/Tonne at which Ormet could afford to pay the AEP Ohio Tariff Rate and still maintain sufficient cash flow to sustain its operations at the Hannibal Facilities and to pay its required legacy pension costs. The Target Price will be set annually in the schedule submitted to the Commission by Ormet pursuant to Section 5.02.
- 1.23 <u>Terms and Conditions of Service</u> means the Terms and Conditions of Service contained within the Ohio Power Company tariff for bundled retail electric service, P.U.C.O. No. 18 as of the date of filing of this Power Agreement, or any successor tariff as approved from time to time by the Commission.
 - 1.24 <u>Tonne</u> means a metric ton equal to 1,000 kilograms.

ARTICLE TWO. SCOPE AND TERM

2.01 During the term of this Power Agreement, AEP Ohio agrees to furnish to Ormet, and Ormet agrees to take from AEP Ohio, all of the electric energy of the character specified herein, subject to the Terms and Conditions of Service, except as otherwise set forth herein. In

the event the Terms and Conditions of Service conflict with the terms and conditions set forth herein, the terms and conditions set forth in this Power Agreement shall be controlling.

- 2.02 <u>Term</u>: This Power Agreement shall be effective from January 1, 2009 through December 31, 2018, subject to Section 2.03 and Article Three.
- 2.03 Section 2.02 notwithstanding, the Parties agree that the Commission may, upon petition or *sua sponte*, require modification of this Power Agreement upon a finding that the rates produced under this Power Agreement are no longer just and reasonable. The Parties further agree that, subject to Section 3.01, such modification (i) may not be effective earlier than January 1, 2016 unless the cumulative net discount from the AEP Ohio Tariff Rate exceeds 50 percent of the amount Ormet would have been required to pay under the AEP Ohio Tariff Rate and (ii) shall not go into effect between the Parties until the later of the beginning of the next calendar year or 120 days.

ARTICLE THREE. EARLY TERMINATION

3.01 Either Party may terminate this Power Agreement (a) in an Event of Default, as specified in Section 8.01; (b) if the Commission rejects or requires a materially adverse modification of a schedule submitted by Ormet pursuant to Section 5.02 of this Power Agreement; (c) if the Commission requires any modification to this Power Agreement that is materially adverse to that Party (as determined in the sole discretion of the relevant Party); or (d) if the Commission, in any order, whether specifically modifying this Power Agreement or otherwise, precludes AEP Ohio from recovering the Delta Revenues associated with this Power Agreement. Except as provided in Sections 3.02 and 8.02, or as agreed to by the Parties in writing, such Early Termination can occur only upon ninety (90) days written notice.

- 3.02 Notwithstanding Section 3.01, in the event that Ormet determines there may be a need to shut down the Hannibal Facilities, it shall timely provide AEP Ohio with a copy of the notice required to be issued in such circumstances under the Worker Adjustment and Retraining Notification Act (29 U.S.C. 210*l*, et seq.). Should Ormet subsequently shut down the Hannibal Facilities, Ormet may terminate the Power Agreement upon twelve months notice. The Power Agreement shall in any event terminate 24 months from the date of shut down, unless, prior to the expiration of the 24-month period, Ormet is in a Ramp Up Period.
- 3.03 Upon such Early Termination the Party seeking Early Termination shall determine a termination payment by netting all amounts then owing to the Party seeking termination against all amounts owing to the other Party under this Power Agreement. The Party seeking termination shall give written notice to the other Party of the amount of the termination payment and whether the payment is due to or due from the Party seeking termination. The notice shall include a written statement explaining in reasonable detail the calculation of the termination payment. The termination payment shall be made by the Party that owes it within 2 (two) Business Days of the receipt of such notice. The Party not seeking termination may dispute the calculation of the termination payment in whole or in part, by providing to the Party seeking termination a detailed written explanation of the basis for such dispute, provided, however, that the Party from whom termination payment is due shall first pay any non-disputed amount and offer Performance Assurance for the other Party. The only payments that may be used by Ormet to offset termination payments owing to AEP Ohio are payments resulting from the True-Up calculation under Section 6.02, the Indemnification provision (Section 13.06), or billing/metering errors.

ARTICLE FOUR. POWER SUPPLY

- 4.01 AEP Ohio shall supply up to 540 MWh of electric energy in each hour at Ormet's Hannibal Facilities, subject to any reductions agreed to by the Parties in writing pursuant to Articles Eleven or Twelve of this Power Agreement. Ormet shall endeavor to give AEP twenty-one (21) days notice if it plans to increase or reduce its load by greater than 80 MW.
- 4.02 The electric energy delivered by AEP Ohio under this Power Agreement shall be delivered at the Delivery Point.

ARTICLE FIVE. COMPENSATION

- 5.01 For the calendar year 2009 the Monthly Ormet Rate and the Annual Ormet Rate shall equal the lesser of the AEP Ohio Tariff Rate or \$38.00/MWh.
- showing the Indexed Rate and the Target Price. The schedules for calendar years 2010 and 2011 are attached to this Power Agreement as Schedules A and B. Ormet shall have the right to submit to the Commission revised schedules for 2010 and 2011, no later than October 1, 2009 and 2010, respectively. Beginning in 2011, Ormet will submit a schedule no later than October 1 of each year for Commission approval for the following calendar year. In the event that the AEP Ohio Tariff Rate is modified during any calendar year, Ormet may submit a revised schedule to the Commission to reflect the changed AEP Ohio Tariff Rate. The Commission may require an independent third-party review at Ormet's expense of any schedule submitted. In the event that a proposed schedule has not been approved by the Commission prior to the proposed effective date of the schedule, the existing schedule shall remain in effect until the new schedule is approved. Upon approval by the Commission, the new schedule shall then go into effect retroactively to the proposed effective date of the schedule.

- 5.03 The Monthly Ormet Rate for the years 2010 to 2018 shall be determined as follows:
 - (a) When the Monthly LME Price is less than or equal to the Target Price, the Monthly Ormet Rate shall equal the Indexed Rate.
 - (b) When the Monthly LME Price is greater than the Target Price but not more than \$300/Tonne above the Target Price, the Monthly Ormet Rate shall equal 102 percent of the AEP Ohio Tariff Rate.
 - (c) When the Monthly LME Price is greater than the sum of \$300/Tonne plus the Target Price, the Monthly Ormet Rate shall equal 105 percent AEP Ohio Tariff Rate.
 - 5.04 The Annual Ormet Rate shall be determined as follows:
 - (a) When the Annual LME Price is less than or equal to the Annual Target

 Price, the Annual Ormet Rate shall equal the Indexed Rate.
 - (b) When the Annual LME Price is greater than the Annual Target Price but not more than \$300/Tonne above the Annual Target Price, the Annual Ormet Rate shall equal 102 percent of the AEP Ohio Tariff Rate.
 - (c) When the Annual LME Price is greater than the sum of \$300/Tonne plus the Annual Target Price, the Annual Ormet Rate shall equal 105 percent of the AEP Ohio Tariff Rate.

ARTICLE SIX. BILLINGS AND PAYMENT

6.01 <u>Monthly Billing</u>: Monthly billings to Ormet shall equal the product of (i) the Monthly Ormet Rate and (ii) the metered energy billing determinant for the billing month.

Ormet shall be obligated to pay only for electric energy it consumes, as determined by the metered energy billing determinants.

$$MB = (MOR \times MBD)$$

Where:

MB = monthly billing (\$)

MOR = Monthly Ormet Rate (\$/MWh)

MBD = metered energy billing determinant (MWh)

6.02 Annual True-Up Beginning in 2011, each February, AEP Ohio shall calculate a true-up value for the prior year. Such true-up value shall be equal to the difference between (i) the total billings made to Ormet in the prior year in accordance with Section 6.01; and (ii) the product of the Annual Ormet Rate and the actual metered energy billing determinants for the entire calendar year.

$$T = B - (AOR \times AB)$$

Where:

T = true-up value (\$)

B = total billings to Ormet during the year (\$)

AOR = Annual Ormet Rate (\$/MWh)

AB = actual metered energy billing determinants for Ormet during the year (MWh)

If the true-up calculation yields a positive value, it shall be reflected as a credit on Ormet's bill that shall be divided into twelve equal parts and billed over the next twelve (12) consecutive months. If the true-up calculation yields a negative value, it shall be reflected as a surcharge on Ormet's bill that shall be divided into twelve equal parts and billed over the next twelve (12) consecutive months. The true-up for calendar year 2018 shall be billed or refunded in a lump sum or by any other method upon which the Parties mutually agree. If the Parties mutually

agree, they may voluntarily perform a true-up prior to the end of the calendar year for that portion of the year for which LME Prices and actual year-to-date metered billing determinants are available at the time of the true-up.

6.03 Payment Ormet shall pay its monthly bill in accordance with the Terms and Conditions of Service. Ormet shall not be required to provide a deposit or pay in advance. This provision is intended to increase Ormet's cash flow and thereby allow Ormet to increase the Indexed Rate reflected in Ormet's schedule, thus reducing the Delta Revenue. The Parties agree that these payment terms are conditioned upon a Commission order that provides AEP Ohio recovery of Delta Revenue should there be an Event of Default by Ormet.

ARTICLE SEVEN. CHARACTER OF SERVICE AND METERING

- 7.01 All electric energy delivered by AEP Ohio under this Power Agreement will be alternating current at approximately 138,000 volts, three-wire, three phase, 60 HZ delivered at the Delivery Point.
- 7.02 Each Party shall exercise reasonable care to maintain and operate, or cause to be maintained and operated, their respective facilities related to the receipt and transmission of power in accordance with good utility practice.
- 7.03 Electric energy delivered by AEP Ohio under this Power Agreement shall be metered at the Metering Point.

ARTICLE EIGHT. DEFAULT

8.01 An "Event of Default" shall mean, with respect to a Party (the "Defaulting Party"), the occurrence of any of the following:

- (a) Failure to make a payment within two (2) Business Days of when it is due for reasons other than the occurrence of a force majeure event that precludes Ormet's ability to process its payment;
- (b) Failure by AEP Ohio to deliver the electric energy required under this

 Power Agreement, for reasons other than the occurrence of a Force

 Majeure event;
- (c) Such Party assigns this Power Agreement as permitted under Section

 13.04 and the assignee fails to assume all the obligations of such Party
 under this Agreement to which the assignor or its predecessor was
 bound by operation of law or pursuant to an agreement reasonably
 satisfactory to the other Party;
- (d) Any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated; or
- (e) Any failure to perform any other material covenant or obligation set forth in this Power Agreement if such failure is not remedied within three (3) Business Days after written notice.
- 8.02 If an Event of Default with respect to a Defaulting Party shall have occurred, the other Party (the "Non-Defaulting Party") has the right, but not the obligation, to terminate this Power Agreement upon three (3) Business Days written notice if the Default is not cured. In the event of Default by Ormet, AEP Ohio has the right to terminate service to Ormet three (3) Business Days after providing written notice of termination to Ormet. Either Party may cure the

Event of Default within three (3) Business Days of receipt of the written notice of Default from the Non-Defaulting Party.

ARTICLE NINE. REGULATORY AUTHORITIES

- 9.01 The Parties specifically recognize that this Power Agreement is subject to approval by and ongoing jurisdiction of the Commission.
- 9.02 Notwithstanding Section 9.01, this Power Agreement and its continued effectiveness is expressly conditioned upon approval by the Commission, without change or condition that is materially adverse to either Party (as determined in the sole discretion of the relevant Party) as well as approval of any petition of AEP Ohio to recover the Delta Revenue for the life of the Power Agreement, without change or condition, and there being no future change or condition ordered by the Commission.

ARTICLE TEN. FORCE MAJEURE

- 10.01 Except with regard to a Party's obligation to make payment(s) then due or becoming due to the other Party, neither Party shall be liable to the other for failure to perform its obligations under this Power Agreement, to the extent such failure was caused by Force Majeure. The Party not claiming Force Majeure shall not be required to perform or resume performance of its obligations to the Party claiming Force Majeure corresponding to the obligations of the Party claiming Force Majeure excused by Force Majeure.
- 10.02 The Party claiming Force Majeure shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance; provided, however, that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the Party experiencing such disturbance.

the extent performance is affected by any or all of the following circumstances: (i) the Party claiming Force Majeure failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (ii) economic hardship, to include, without limitation, AEP Ohio's ability to sell power at a higher or more advantageous price than the price set forth in this Power Agreement, Ormet's ability to purchase power at a lower or more advantageous price than the price set forth in this Power Agreement; or (iii) the loss or failure of AEP Ohio's power supply where AEP Ohio fails to procure a replacement power supply in a manner consistent with good utility practice. If sufficient power supply to serve this load cannot be procured, in a manner consistent with good utility practice, then AEP Ohio's ability to serve Ormet will be subject to the requirements of Section 4901:5-19, Ohio Administrative Code, and AEP Ohio's emergency plan required by Section 4901:1-10-08, Ohio Administrative Code and will be considered a Force Majeure Event.

10.04 Notwithstanding anything to the contrary herein, the Force Majeure event as claimed by a Party must have actually prevented or restricted that Party from performing the subject obligations under the Power Agreement and the particular affected transactions at the Delivery Point. Without limiting the generality of the foregoing, if the Force Majeure event partially interrupts or curtails one Party from performing its delivery or receipt obligations under a transaction at the Delivery Point, then the obligations of such Party will be reduced only in direct proportion to the effect that the Force Majeure event has had on the ability of the restrained Party to meet all of its firm delivery or receipt obligations at such Delivery Point.

10.05 The Party claiming Force Majeure must provide notice to the other Party. Initial notice may be given orally; however, written notice with reasonable details of the event or

occurrence is required as soon as reasonably possible. Upon providing written notice of Force Majeure to the other Party, the Party claiming Force Majeure will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of power, as applicable, to the extent and for the duration of Force Majeure, and neither Party shall be deemed to have failed in such obligations to the other during such occurrence or event.

ARTICLE ELEVEN. ENERGY EFFICIENCY

- 11.01 To the extent that Ormet has implemented or implements during the term of the Power Agreement energy efficiency measures in the normal course of its process improvement activities, such energy efficiency gains may be included by AEP Ohio in meeting its energy efficiency requirements.
- 11.02 To the extent that Ormet identifies potential energy efficiency projects that would require capital investment outside the normal course of its process improvements, it may inform AEP Ohio of such potential projects. If AEP Ohio and Ormet reach an agreement whereby Ormet undertakes such an energy efficiency project and commits the energy efficiency project for inclusion by AEP Ohio in meeting its energy efficiency requirements, the parties will then determine whether to amend this Power Agreement or develop a separate agreement to reflect such an agreement.

ARTICLE TWELVE. DEMAND RESPONSE

12.01 AEP Ohio and Ormet may from time to time evaluate demand response options to determine the extent to which Ormet can provide value to AEP Ohio by managing its load and the cost that such activities would impose on Ormet. If AEP Ohio and Ormet reach an agreement whereby Ormet undertakes such demand response activities at the request of AEP Ohio and commits those efforts for inclusion by AEP Ohio in meeting its peak demand reduction

requirements, the parties will then determine whether to amend this Power Agreement or develop a separate agreement to reflect such an agreement.

ARTICLE THIRTEEN. GENERAL PROVISIONS

Agreement reasonable rights in or on Ormet property, including rights of ingress or egress reasonably necessary for AEP Ohio to fulfill its responsibilities under this Power Agreement for the installation, operation, maintenance, testing and replacement of facilities of AEP Ohio in or on Ormet's property, provided that AEP Ohio shall give Ormet reasonable notice prior to exercising those rights, and AEP Ohio shall not exercise such rights prior to approval by Ormet, which approval shall not be unreasonably withheld. In no event shall Ormet be held liable for any damage to any person or property resulting from the actions of AEP Ohio personnel while on Ormet's property, unless such damage is the result of gross negligence or willful misconduct on the part of Ormet.

Ohio, shall be sufficient in all respects if delivered in person to ______ or sent by registered mail addressed to it at _____, or to any person or at any subsequent address of which AEP Ohio may notify Ormet in writing; and if to Ormet, shall be sufficient in all respects if delivered in person to its President, Vice President or Secretary, or sent by registered mail addressed to Ormet at the Hannibal Reduction Division, P.O. Box 176, State Route 7, Hannibal, Ohio 43931, or to any person or at any subsequent address of which Ormet may notify AEP Ohio in writing.

13.03 <u>Waiver</u>: The failure of either Party to insist in any one or more instances upon strict performance of any of the provisions of this Power Agreement or to take advantage of any

of its rights hereunder shall not be construed as a waiver of any such provision or the relinquishment of any such rights; but the same shall continue and remain in force and effect.

13.04 Assignment: This Power Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. In the event that Ormet consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets related to the Hannibal Facilities to another entity, this Power Agreement may be assigned to such entity. In the event that AEP Ohio or either Columbus Southern or Ohio Power consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its or their facilities required to serve Ormet to another entity, this Power Agreement shall be assigned to such entity. No other assignment of this Power Agreement may be made by either Party without the written consent of the other, which consent shall not be unreasonably withheld. At the time of any such assignment, the assignee must assume all the obligations of the assignor under this Power Agreement by operation of law or pursuant to an agreement reasonably satisfactory to the other Party. Any assignment in violation of this section is void.

13.05 <u>Title</u>: Title to and risk of loss related to the electric energy shall transfer from AEP Ohio to Ormet at the Delivery Point. AEP Ohio warrants that it will deliver to Ormet the quantity of electric energy free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point.

Party") shall indemnify, defend and hold harmless the other Party and such Party's partners, directors, officers, employees, agents and representatives (collectively the "Indemnified Parties") from and against that portion of any claims, losses, liabilities or costs, including reasonable attorneys' fees and other costs of litigation, for third party property damage or personal injury,

arising from or out of the Indemnifying Party's negligence and resulting from any event, circumstance, act or incident occurring on the Indemnifying Party's side of the Delivery Point, except to the extent, as to any Indemnified Party, such claims are attributable to the gross negligence or willful misconduct of such Indemnified Party.

- 13.07 <u>Representations and Warrantees</u>: On the effective date of this Power Agreement, each Party represents and warrants to the other Party that:
 - it is duly organized, validly existing and in good standing under the
 laws of the jurisdiction of its formation;
 - it has all regulatory authorizations necessary for it to legally perform
 its obligations under this Power Agreement;
 - the execution, delivery and performance of this Power Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;
 - (d) this Power Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses;
 - it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt;
 - (f) there is not pending or, to its knowledge, threatened against it or any of its affiliates any legal proceedings that would materially adversely

- affect its ability to perform its obligations under this Power Agreement;
- (g) no Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Power Agreement;
- (h) it is acting for its own account, has made its own independent decision to enter into this Power Agreement and as to whether this Power Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts the terms, conditions and risks of this Power Agreement; and
- (i) it is a "forward contract merchant" within the meaning of the UnitedStates Bankruptcy Code.
- 13.08 Choice of Law: This Power Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the State of New York, without regard to principles of conflicts of law. Each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Power Agreement.
- 13.09 Entire Agreement: This Power Agreement constitutes the entire agreement between the Parties related to the subject matter. This Power Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against

one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof. Except to the extent herein provided for, no amendment or modification to this Power Agreement shall be enforceable unless reduced to writing and executed by both Parties. AEP Ohio agrees that if it seeks to amend or propose any tariff or rider that would be applicable to Ormet during the term of this Power Agreement, AEP Ohio shall provide timely notice to Ormet. Each Party further agrees that it will not assert, or defend itself, on the basis that any applicable tariff or proposed tariff or rider is inconsistent with this Power Agreement. This Power Agreement shall not impart any rights enforceable by any third Party (other than a permitted successor or assignee bound to this Agreement).

IN WITNESS WHEREOF, the Parties have caused this Power Agreement to be executed by their authorized officers as of the date first above written.

ORMET PRIMARY ALUMINUM CORPORATION	OHIO POWER COMPANY
By Michael Tanchuk	By
Chief Executive Officer	President
	COLUMBUS SOUTHERN POWER COMPANY
	By
	President

ORMET ALUMINUM **ELECTRICITY RATES**

For the Calendar Year 2010 Based on AEP Ohio Tariff Rates in Effect as of 2/1/09

LME PRICE (If the LME Price (\$/tonne) is)	ORMET RATE (Then Ormet shall pay (\$/MWh))
Less than the Target LME Price	AEP Ohio Tariff Rate minus \$0.0490/MWh for each \$1/tonne less than the Target LME Price
Target LME Price = \$2725	AEP Ohio Tariff Rate = \$38.43/MWh
Greater than the Target LME Price but not more than \$300 above the Target LME Price	102% of the AEP Ohio Tariff Rate
Greater than \$300 above the Target LME Price	105% of the AEP Ohio Tariff Rate

NOTES:

- 1. The AEP Ohio Tariff Rate reflects the amount Ormet would pay based on a 98.5% load factor if 50% of its load were billed based on the Ohio Power Company Schedule GS-4 Transmission Bundled Service and 50% of its load were billed based on the Columbus Southern Power Company Schedule GS-4 Bundled Service.
- 2. In the event that the AEP Ohio Tariff is modified prior to or during 2010, this schedule shall be modified as follows to reflect a new Target LME Price consistent with the revised AEP Ohio Tariff Rate:

 $TP_1 = TP_0 + (TR_1 - TR_0) /0.0490$

Where:

TP₁ = Revised Target Price

TP₀ = Original Target Price (i.e., \$2725/tonne)

TR₁ = Revised AEP Ohio Tariff Rate based on a 98.5% load factor

TR₀ = Original AEP Ohio Tariff Rate based on a 98.5% load factor (i.e., \$38.43/MWh)

ORMET ALUMINUM ELECTRICITY RATES

For the Calendar Year 2010 Based on Proposed Rates in AEP's Electric Security Plans 08-917-EL-SSO and 08-918-EL-SSO

LME PRICE (If the LME Price (\$/tonne) is)	ORMET RATE (Then Ormet shall pay (\$/MWh))
Less than the Target LME Price	AEP Ohio Tariff Rate minus \$0.0490/MWh for each \$1/tonne less that the Target LME Price
Target LME Price = \$3031	AEP Ohio Tariff Rate = \$53.51/MWI
Greater than the Target LME Price but not more than \$300 above the Target LME Price	102% of the AEP Ohio Tariff Rate
Greater than \$300 above the Target LME Price	105% of the AEP Ohio Tariff Rate

NOTES:

- 3. The AEP Ohio Tariff Rate reflects the amount Ormet would pay based on a 98.5% load factor if 50% of its load were billed based on the Ohio Power Company Schedule GS-4 Transmission Bundled Service and 50% of its load were billed based on the Columbus Southern Power Company Schedule GS-4 Bundled Service.
- 4. In the event that the AEP Ohio Tariff is modified prior to or during 2010, this schedule shall be modified as follows to reflect a new Target LME Price consistent with the revised AEP Ohio Tariff Rate:

 $TP_1 = TP_0 + (TR_1 - TR_0) /0.0490$

Where:

TP₁ = Revised Target Price

TP₀ = Original Target Price (i.e., \$3031/tonne)

TR₁ = Revised AEP Ohio Tariff Rate based on a 98.5% load factor

TR₀ = Original AEP Ohio Tariff Rate based on a 98.5% load factor (i.e., \$53.51/MWh)

ORMET ALUMINUM ELECTRICITY RATES

For the Calendar Year 2011 Based on AEP Ohio Tariff Rates in Effect as of 2/1/09

ORMET RATE (Then Ormet shall pay (\$/MWh))
AEP Ohio Tariff Rate minus \$0.0485/MWh for each \$1/tonne less than the Target LME Price
AEP Ohio Tariff Rate = \$38.43/MWh
102% of the AEP Ohio Tariff Rate
105% of the AEP Ohio Tariff Rate

NOTES:

- 1. The AEP Ohio Tariff Rate reflects the amount Ormet would pay based on a 98.5% load factor if 50% of its load were billed based on the Ohio Power Company Schedule GS-4 Transmission Bundled Service and 50% of its load were billed based on the Columbus Southern Power Company Schedule GS-4 Bundled Service.
- 2. In the event that the AEP Ohio Tariff is modified prior to or during 2011, this schedule shall be modified as follows to reflect a new Target LME Price consistent with the revised AEP Ohio Tariff Rate:

$$TP_1 = TP_0 + (TR_1 - TR_0) / 0.0485$$

Where:

TP₁ = Revised Target Price

TP₀ = Original Target Price (i.e., \$2850/tonne)

TR₁ = Revised AEP Ohio Tariff Rate based on a 98.5% load factor

TR₀ = Original AEP Ohio Tariff Rate based on a 98.5% load factor (i.e., \$38.43/MWh)

ORMET ALUMINUM ELECTRICITY RATES

For the Calendar Year 2011

Based on Proposed Rates in AEP's Electric Security Plans 08-917-EL-SSO and 08-918-EL-SSO

LME PRICE (If the LME Price (\$/tonne) is)	ORMET RATE (Then Ormet shall pay (\$/MWh))
Less than the Target LME Price	AEP Ohio Tariff Rate minus \$0.0485/MWh for each \$1/tonne less than the Target LME Price
Target LME Price = \$3410	AEP Ohio Tariff Rate = \$64.10/MWh
Greater than the Target LME Price but not more than \$300 above the Target LME Price	102% of the AEP Ohio Tariff Rate
Greater than \$300 above the Target LME Price	105% of the AEP Ohio Tariff Rate

NOTES:

- 3. The AEP Ohio Tariff Rate reflects the amount Ormet would pay based on a 98.5% load factor if 50% of its load were billed based on the Ohio Power Company Schedule GS-4 Transmission Bundled Service and 50% of its load were billed based on the Columbus Southern Power Company Schedule GS-4 Bundled Service.
- 4. In the event that the AEP Ohio Tariff is modified prior to or during 2011, this schedule shall be modified as follows to reflect a new Target LME Price consistent with the revised AEP Ohio Tariff Rate:

 $TP_1 = TP_0 + (TR_1 - TR_0) /0.0485$

Where:

TP₁ = Revised Target Price

TP₀ = Original Target Price (i.e., \$3410/tonne)

TR₁ = Revised AEP Ohio Tariff Rate based on a 98.5% load factor

TR₀ = Original AEP Ohio Tariff Rate based on a 98.5% load factor (i.e., \$64.10/MWh)

ATTACHMENT B

New York Power Authority Press Release

"New York Power Supply Contract with Alcoa Approved by N.Y. Power Authority Trustees"



NEWS

New Long-Term Power Supply Contract With Alcoa Approved By N.Y. Power Authority Trustees

Contact: Michael Saltzman 1-914-390-8181 michael.saltzman@nypa.gov

December 16, 2008

FOR IMMEDIATE RELEASE

UTICA—New York Power Authority (NYPA) President and Chief Executive Officer Richard M. Kessel today announced that the process for securing the long-term future of Alcoa's operations in Massena took a major step forward with the approval by the NYPA Trustees of a new power supply contract. This new contract commits the aluminum company to maintain a minimum of 900 jobs over the 30-year contract and invest at least \$600 million to rebuild its Massena East smelter.

The new contract, which is subject to the approval of Governor Paterson, is to commence on July 1, 2013 and will provide that Alcoa will continue to receive its current allocation of 478 megawatts (mw) of hydropower (374 mw of firm power and 104 mw of interruptible power), accounting for approximately 60 percent of the St. Lawrence-FDR project's generating output.

"With today's action, the Power Authority has made a major contribution ensuring the continued viability of Alcoa's Massena East and West smelting operations for decades to come," said NYPA Acting Chairman Michael J. Townsend. "We've been working diligently toward this day for sometime now as part of a deliberative process for maximizing the value of the low-cost hydropower from our St. Lawrence-Franklin D. Roosevett Power Project for the North Country's economy. We're recommending that Governor Paterson approve the new long-term power supply contract, in support of the retention of hundreds of jobs at Alcoa and of the company's significant investment in the upgrade of the East facility."

"The NYPA Trustees' approval of the new contract is another milestone in the process for making certain that Alcoa continues to be an anchor for the North Country's economy for many years," said Kessel. "Alcoa's importance to the region and New York State is indisputable, including good, family-supporting jobs, commerce with other businesses in the state, and essential tax revenues."

"The Power Authority and Alcoa's partnership has been beneficial for both parties for more than a half a century, and for Northern New York and New York State," said Judge Eugene L. Nicandri of Massena, who became a trustee of the Power Authority in September. "I'm delighted that the mutually beneficial relationship with Alcoa will continue for years to come and serve as the comerstone for a bright economic future for Northern New York."

"Today's action by the NYPA Trustees keeps us on track toward obtaining approval from the Alcoa Board of Directors of the major renovation of the East Plant," said Bernt Reitan, Alcoa executive vice president and group president, Global Primary Products. "The upgrade will solidify Alcoa's long-term future in Northern New York, so the certainty of the low-cost hydropower for our energy-intensive business could not be more important. This is particularly crucial in light of weakening worldwide demand for aluminum from the downturn in the economy, and

lower commodity prices."

Alcoa, which is New York State's largest private-sector employer north of Syracuse, acquired the East Plant in 2000 from its merger with Reynolds Metals. In addition to modernizing the plant and maintaining at least 900 jobs at the two Massena smelters, Alcoa will establish a \$10 million North Country Economic Development Fund (NCEDF) within 90 days of its board of directors approving the rebuilding of the facility.

The NCEDF, which would be jointly administered by NYPA and another entity specified by New York State, will be used exclusively for creating jobs and capital investments in St. Lawrence, Franklin, Essex, Jefferson, Lewis, Hamilton and Herkimer counties and on the Akwesasne Mohawk Reservation.

The NYPA trustee approval follows a November public hearing in Massena on the new contract, whose terms are essentially identical to those in an Agreement in Principle signed one year ago by NYPA and Alcoa officials after lengthy negotiations.

Those speaking at the Nov. 6 hearing, or submitting written comments, stressed the importance of the low-cost hydropower allocation, with electricity typically amounting to about 30 percent of the production costs of smelting aluminum.

Said Kenneth J. Pokalsky, senior director, Government Affairs of The Business Council of New York State, "We believe that the proposed contract contains reasonable commitments for both Alcoa and NYPA, in terms of long-term pricing and power delivery, and in terms of conditioning contract benefits on the company's achievement of investment and employment targets."

Kessel noted that this is the first time that formal job commitments, similar to arrangements NYPA has with other businesses in the state for various power programs, are part of the contract with Alcoa, which became the Power Authority's first power customer in 1955 with the signing of its original contract.

Another important feature of the new contract is that it links the rates Alcoa pays for the low-cost power with global aluminum prices. In this manner, NYPA and Alcoa will each benefit from stronger markets and the company will have some protection against downturns such as in the current economic crisis.

The new contract has an option under certain circumstances for an additional 10-year extension beyond 2043 when the base contract period expires. The contract will replace existing power supply contracts that NYPA completed with Alcoa and Reynolds Metals in August 1981 that expire in June 2013.

The approved contract will now be transmitted to Governor Paterson, who will have sixty days to review and act on it.

The power that Alcoa receives from St. Lawrence-FDR comprises most of a block of industrial power from the project under the Preservation Power Program, which is reserved for North Country businesses under a 2005 state law.

About NYPA:

■ NYPA uses no tax money or state credit. It finances its operations through the sale of bonds and revenues earned in large part through sales of electricity. ■ NYPA is a leader in promoting energy-efficiency, new energy technologies and electric transportation initiatives. ■ It is the nation's largest state-owned electric utility, with 18 generating facilities in various parts of the state and more than 1,400 circuit-miles of transmission lines.

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ATTACHMENT C

Excerpt from the United States Securities Exchange Commission Form 10-K of Century Aluminum Company for the Fiscal Year Ended December 31, 2007

UNITED STATES SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549

FORM 10-K

☑ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2007

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission File Number 0-27918

CenturyALUMINUM

CENTURY ALUMINUM COMPANY

(Exact name of registrant as specified in its charter)

Delaware

13-3070826

(State or other jurisdiction of Incorporation or organization)

(IRS Employer Identification No.)

2511 Garden Road
Building A, Suite 200
Monterey, California
(Address of registrant's principal offices)

93940 (Zip Code)

Registrant's telephone number, including area code

(831) 642-9300

Securities registered pursuant to Section 12(b) of the Act:

Title of each class:	Name of each exchange on which registered:
Common Stock, \$0.01 par value per share	NASDAQ Global Select Market

Securities registered pursuant to Section 12(g) of the Act: None

	Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.	Yes 🗷	No
×	Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.	Yes 🗆	No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ⊠ No □

Facility_	Organization	Term
Hawesville	USWA!	an origin Vinterial (2010)
Ravenswood	USWA	Through May 31, 2009
Grundartangi	Icelandic labor unions	Through December 31, 2009
Gramercy	USWA	Through September 30, 2010
St. Ann (1)	Jamaican labor unions	Through April 30, 2007 and December 31, 2007

(1) St. Ann has two labor unions, the University and Allied Workers Union (the "UAWU") and the Union of Technical and Supervisory Personnel (the "UTASP"). Contracts with both the UAWU and the UTASP expired on April 30, 2007 and December 31, 2007, respectively. Both sides continue to develop their proposals with the expectation of prolonged negotiations, which is common in Jamaica. There has been no change in mine operations and none is expected. We expect any contract changes will be applied retroactively to the expiration date.

Pricing

Our operating results are sensitive to changes in the price of primary aluminum and the raw materials used in its production. As a result, we try to mitigate the effects of fluctuations in primary aluminum and raw material prices through the use of various fixed-price commitments and financial instruments.

We offer a number of pricing alternatives to our customers which, combined with our metals risk management activities, are designed to achieve a certain level of price stability on our primary aluminum sales. Generally, we price our products at an indexed or "market" price, in which the customer pays an agreed-upon premium over the LME price or other market indices.

Grundartangi derives substantially all of its revenues from tolling arrangements whereby it converts alumina provided by its customers into primary aluminum for a fee based on the LME price for primary aluminum. Grundartangi's revenues are subject to market price risk associated with the LME price for primary aluminum; however, because it produces primary aluminum under a tolling arrangement, Grundartangi is not directly exposed to fluctuations in the price for alumina. Grundartangi purchases power under its current power contract at a rate which is a percentage of the LME price for primary aluminum. By linking its most significant production cost to the LME price for primary aluminum, Grundartangi is partially hedged against downswings in the market for primary aluminum; however, this hedge also limits Grundartangi's upside as the LME price increases. Grundartangi's tolling revenues include a premium based on the EU import duty for primary aluminum. In May 2007, the EU members reduced the import duty for primary aluminum from six percent to three percent and agreed to review the new duty after three years. This decrease in the EU import duty for primary aluminum negatively impacted Grundartangi's revenues and further decreases would also have a negative impact on Grundartangi's revenues.

Primary Aluminum Facilities

Grundartangi

The Grundartangi facility located in Grundartangi, Iceland, is owned and operated by our subsidiary, Nordural ehf. Grundartangi is our most modern and lowest cost facility. Operations began in 1998 and production capacity was expanded in 2001, 2006 and 2007. The facility has a production capacity of 260,000 mtpy.

Grundartangi operates under various long-term agreements with the Government of Iceland, local municipalities, and Faxafloahafnir sf (which operates the harbor at Grundartangi and is jointly owned by several municipalities). These agreements include: (i) an investment agreement which establishes Nordural's tax status and the Government's obligations to grant certain permits; (ii) a reduction plant site agreement by which Nordural leases the property through 2020, subject to renewal at its option; and (iii) a harbor agreement by which Nordural is granted access to the port at Grundartangi. In connection with its expansion, Nordural has entered into amendments to the investment agreement and the reduction plant site agreements with the Government of Iceland.

Recently Completed Expansion Projects. Since our acquisition of Nordural in 2004, we have completed two major expansion projects at the Grundartangi facility. In late 2006, we completed the expansion of the Grundartangi facility from a production capacity of 90,000 mtpy to 220,000 mtpy at a total cost of approximately \$483 million. In the fourth quarter of 2007, we completed a further expansion to 260,000 mtpy of production capacity at an estimated total cost of \$131 million.

Tolling Agreements. Grundartangi has long-term tolling agreements for all of its production capacity with BHP Billiton, Glencore and Hydro. The tolling counterparties provide alumina and receive primary aluminum in return for tolling fees that are based on the LME price of primary aluminum. See Note 14 in the Consolidated Financial Statements for more information about these agreements.

Power. Grundartangi purchases power from Landsvirkjun (a power company jointly owned by the Republic of Iceland and two Icelandic municipal governments), HS and OR under long-term contracts due to expire in 2019, 2026 and 2028. The power delivered to Grundartangi is priced at a rate based on the LME price for primary aluminum and is produced from hydroelectric and geothermal sources. Landsvirkjun is also delivering power on an interim basis for the Phase V expansion capacity until late 2008, when OR is expected to be the primary provider of electrical power for this capacity.

Employees. Our employees at Grundartangi are represented by five labor unions that operate under a labor contract that establishes wages and work rules for covered employees for the period through December 31, 2009.

Hawesville

Hawesville is owned by our subsidiary, Century Kentucky, Inc. Hawesville is located adjacent to the Ohio River near Hawesville, Kentucky and began operations in 1970. Hawesville has five reduction potlines with an annual rated production capacity of 244,000 metric tons.

Hawesville's original four potlines have an annual production capacity of approximately 195,000 metric tons and are specially configured and operated to produce high purity primary aluminum. The average purity level of primary aluminum produced by these potlines is 99.9%, compared to standard-purity aluminum which is approximately 99.7%. High purity primary aluminum is sold at a premium to standard-purity aluminum. The high purity primary aluminum provides the conductivity required by Hawesville's largest customer, Southwire, for its electrical wire and cable products as well as for certain aerospace applications. A fifth potline added in 1999 has an annual capacity of approximately 49,000 metric tons of standard-purity aluminum.

Metal Sales Agreement. Hawesville has a long-term aluminum sales contract with Southwire (the "Southwire Metal Agreement expires March 31, 2011, subject to automatic renewal for additional five-year terms, unless either party provides 12 months' notice that it has elected not to renew. The price for the molten aluminum delivered to Southwire is variable and is determined by reference to the U.S. Midwest Market Price. Under the contract, Hawesville supplies 240 million pounds (approximately 109,000 metric tons) of high-purity molten aluminum annually to Southwire's adjacent wire and cable manufacturing facility. Under this contract, Southwire will also purchase 60 million pounds (approximately 27,000 metric tons) of standard-grade molten aluminum each year through December 2010. Southwire has an option to purchase an equal amount of standard-grade molten aluminum in 2011. In addition, Southwire purchased an additional 48 million pounds (approximately 22,000 metric tons) of standard grade molten aluminum during 2007.

Alumina. Hawesville purchases alumina under a supply agreement with Gramercy Alumina LLC ("GAL") our 50% joint venture company, which owns and operates the Gramercy alumina refinery. The alumina supply agreement runs through December 31, 2010 and the contract pricing varies based on GAL's cost of production.

Power. Hawesville purchases substantially all of its power from Kenergy Corp. ("Kenergy"), a retail electric member cooperative of the Big Rivers Electrical Corporation ("Big Rivers"), under a power supply contract that expires at the end of 2010. Under this contract, approximately 73% of this power is at fixed prices. We continuously review our options to manage the balance, or 27% (126 MW), of this power and price the remaining power when we believe the combination of price and term are appropriate. In October 2007, Century acquired 22% of the 27% unpriced position of the power requirements for Hawesville for the first six months of 2008. The power was acquired through Kenergy from Big Rivers and Constellation Energy at fixed prices. Approximately five percent of Hawesville's power requirements for the first six months of 2008 and 27% for the balance of 2008 remain unpriced. Hawesville has unpriced power requirements of 126 MW or 27% of its power requirements from mid-2008 through 2010.

ATTACHMENT D

Petition of Ormet Employees and Retirees

To: The Honorable Governor Ted Strickland

Sponsored by: United Steelworkers of America

Since late 2006 Ormet, its employees, the United Steelworkers and the community have joined forces to bring Ormet back to full production, putting more than 1,000 people back to work at Ormet. You and your Administration had been very helpful in making this happen.

To ensure continued operation and retention of high-paying jobs in this economically-depressed region of Ohio, it is critical that Ormet obtains approval for a long term power contract that provides a predictable and affordable price. The cost of electricity accounts for more than one-third of Ormet's cost of production and is the key determinant of Ormet's survival. Moreover, Ormet cannot set the selling price of aluminum; rather it is determined in the global commodity market based on worldwide supply and demand. Therefore, Ormet is pursuing an electricity contract that has sufficient flexibility to allow Ormet to survive through potentially volatile commodity price cycles. Without such a long term contract, Ormet's survival is in jeopardy.

Ormet is vital to the economic stability of the region and the well-being of its citizens. Ormet provides more than \$56 million in wages and salaries annually to its employees and more than \$50 million annually in employee health care and other employee benefits. The company also provides monthly benefits to more than 1,400 retirees of the company living in Ohio. If Ormet closes, the negative net annual impact would be about 3,400 jobs and amount to \$195 million in lost wages per year to the region.

Ormet contributes about \$2.8 million in tax payments to the state and local governments. Additionally, the state is receiving about \$6.8 million annually in individual income taxes, sales taxes, and electricity taxes from Ormet-related activity.

Ormet and their employees make significant contributions to area businesses, the housing market, property taxes, schools system, health care benefits, the local hospital system and to local charities.

On behalf of the Ormet Corporation, the United Steelworkers Union of America, Ormet employees and retirees, we want to sincerely express our appreciation to you and your Administration for your continued support of Ormet, the company's employees, retirees and the community. We hope you will see that we only call on you now because we are at a critical juncture and need your intervention.

Speaking with a unified voice, we the undersigned ask you and your Administration to continue to do all you can to help us obtain PUCO approval for a long term power contract that will enable the company to continue operations in the future.

Governor Strickland, we appreciate your leadership in protecting the economic well-being of our Southeastern Ohio region's citizens and communities!

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	Oblores Garris	Ukeeling, W/a	10-21-08
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J.E. MorldHAM	BARNESNEWE OH	10-21
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Michael A. Tucha	roadsfield OH Reglar, WV	1001
Dave ligott	Regler, WV	10-21
JR Tustin	Hannibal, Ohio	10-21
Cory Hamme)	New MAHAMORAS, OF	10-21
Adam Jones.	Woodsfield OH	10-01-08
Scoff C. Ennis	Manderiff WV	10-21-08
ROB BittingER	JACOBS BURG OH	10-21-08
Janeny Eddy	Shalyside OH	10 21 03
Dan Fredance	Wingell Run OH	10-21-08
David Throckmorton	New Martinsville WU	10/21/08
Dave Acree	Paden City WV26059	10/21/08
Chuck Fiest	New MARTINSVI/102/18	5-10/21/08
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JOHN STOCKLASK	MOUNDSVILLE W.V.	10-21-08
Jerry Ackerma	Bornery. Ile OHIO	10-21-08
Josh Morris	Classington, Ohio	10-21-08
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Tyler Abbott	Clarington of	10/21/08
John DAVIS	woodsfield OH	10/01/08
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Howard Mabrager	Streng LV	10-21-08
Phito Cochran	New Majamoras, Ob.	10-21-08
DANNY KEYS	SiSTERSVILLE, WV	10-21-08
Alan Jones	Beallsville OL	10-21 -08
LEE FRANKUN	MOUNDSJILLE, WIV	10/21/08
BRIAN DAVIS	Shadyside OHIO	10/21/08
Patrick Runnian	St. Marys. W.U.	10/21/08
Ricky Criss	Paden City WU	10/21/08
TROY POTTS	CLARINGTON DIAN	10-21.08
Joe Cain	Reader WV	10-21-08
Jim Yoho	New Martinsville	10-21-00
Lies Bolen	New Martinsville	10-21-08
Browden Coeff	Levisuille	10-21-08
Holden Holland	Bloom Field OH	10-11-08
Victor 2 Jeville	Woodsfield, OH	10-21-08
IM Kobo	Woodsheld, OH	10-21-08
D. Belyen	Sardis	10-21-05
J. H. Wells	New Madamaras	10-21-08
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Don Roberto	Ponheter ft OH	10-21-08

		
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Michae Holls	Barnaville, Ohio	10/21/08
R.V. Gerif	Woodsfield. Oh:0	10/21/08
Michael Brown	Pine grove W.V.	10/21/08
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Rob Hu BARrd	ST. MACYS WV	10/21/00
Michael Conner	Woods Field, OH	10/2/08
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Eric Stephens	E Stohen	10-21-08
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Yamy Pice	Martino Ferry, OH	10-24-08
James & Roboh.	Bealleville, OH.	10-24-08
Erse Bernoff		10.2408
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Thompson & Gressine	NEW MARTINSVILLE WV	10-24-08
Michael Messey	Carneron OH	10-24-08
Robbi Stand	Smith Field	10/24/0
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Watt Corboth	Hannibal, OH.	10/21/08
JAKE EGROVES	BOALLSVILLE OR	10/24/08
Darrin Brong	Charington OH	16-24-08
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	John Howen	NEW MARTINSVILLENIN	10-21-68
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Jerry Davis	New port Ohio	10-21-08
ROJER MASON	Prodok Wille.	10-21-08
Thomas Raber	New Mortinsville WY	10-21-08
JEST Richmond	Moundsville, WV	10-21-08
DAVID WILLY	BIG RUN WN	10-21-08
Richard Scyoc	PiNE GROVE W.V	10-21-08
Mike Tonler	HANNIBAL OH	10-21-08
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James H.Long	Middlebourne WU	10-21-08
William Glille	Sorbrotulle ave	10/21/08
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RANDY DAY	Jacobsburg Ohio	10-21-08
David P. Weigard	Proctor WV	10.21.08
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Michael Roberts	Woodsfield, Ohio	10-21-08
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Paul W. Telly	SAROIS, ULIU	16-21-08
P.M. Colum	Marietta oH	10-4-0
K.M. Colum	Woodsfield Oh	10-21-08
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N.B. Smith	WOODSFIELD, OH	10/21/08

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PK Hupe	PARKERSBURG WY	10/21/08
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James Arrows	Beallsville OH	10-21-08
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Ron Holde	ST. C. OHIO	10-21-08
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Doug Deling	Joseph Phio	10/2/08
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Vince Renny	woodsfield Ohio	10/20/08
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Dannie a Highley	Paden City, WV 26159	10-21-08
Thomas L. Ryers	Wheeling, WV 26003	10-21-08
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North Robert	MARINS FERRY 011	10/21/05
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Danny Speakage	WOODSFIELD OH	10-21-08
And Steel	PADEN CITY, WY	10/21/18
Brean K. Marmel	Cameron Ohio	10/21/08
Carl E Carles	Sardis Ohio	10/21/08
Bill Show	Sistersulle Wo.	10/21/08
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Niane Fudwik	Woodshield 10h	10/21/08
Randy & Mark	Middlebourne WV	
Chack Pales	New Martinselle	10/2/108
guy & Meloy	Jacksonburg WU	10/21-08
Steven M Beaun	Sutersville WV	10/21/08
Church Words	Glen Eston W	10/2/08
TimPord	Beallsuille Oh	10/21/08
William & Saffell	Clairington. OH.O	10/2/108
David Comp	Wheeling W.V 26003	10/21/08
Jon Swedle	GLENDALE WV 2605	
PETE GRAY	CAMERON, WV	10/21/08
Gary A Cochra	Hew Materians, OH	10/21/08
Tim Christmell Hein West	Fleming OH New Mentineville WV	10/21/08
Hein Robert	New Mentineville WV	10/21/08
Jerome A. Potts	Clarington, OH	10/21/08
NOE Aston	South Vasto	19/21/08
Jamo Brews	Spoksoben w	16/21/06
Mike touder	Beallsville 2h.	10+21+08
Mike Scott	Bloomfield, OH	10-21-08
Miker Goddand	matusville win	10-21-00
LARRY STEPHENS	Woods FIELD OHIO	10/21-08
JOHN STEPHENS	WoodsField, Offio	10/21/08
DAVE LIPSCOM	New martinsville w.u	10/21/00
Phillip Dongini	1. 1 1 11 11 12 11 2	10/21/08
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Name	City, State	Date
Land Jack	107 Jackson St Kender WV	10-21-08
Kathy & Clind	Woodsfield Oh	10-21-08
Mas ingleton	WoodsFiell OH.	10-2458
Kit & allaman	Saulia OH	10-21-08
Albendmon	Woodfillo	10/2/08
Don't Exiling	New motanoene	10-21-08
Dandy Jughey	Rivard Mille, ohio	10-21-08
Steve Ingolor	Na Martinaville WY.	10-21-08
Terry Springer	CAMERON OLio	10-21-08
Hard J. hihm	Pourlation PT. Office	10-21-08
Cerry Coffelo	Moundaville W.V.	10-21-08
Suck Those	Sardis OH	10-21-08
Ersalomodgrap	Woodefield Ch.	10-21-08
Carl Winlaw	Graysville	10-21.2
Clarera Whetston	Wheely Wir	10-21-08
Coul R. Fift	Mariette, Opio	10-21-08
Jarull ahefer	Very Markenson My	1021-08
Ale Tartet	FAMOR City WI	10-21-08
Can fill	Carrol week	10.21-08
Ex Seckma_	NEW MARTINSVILLE, WI	10-21-08
Juny Dean	TADEN Car av	10221-08
Frank VMS/mo,	SARdib	10-2109
Muya Programme	Woodsfield, 04	10-21-08
Melvir T. Hellow	Clarington OH10	18-21-08

Name	City, State	Date
Levida S. Broket	Blencae Oh	1021-01
Jerry Smith	Fly , Oh	10-21-08
John Edminde	Middlebourne N.V	10-21-08
I ohn Epid	p ine Grow Win	10-21-0
Market John of	Ales Martinville WV	10-21-08
John Kengasts	Hannibol Uh.	10-21-08
Jam J. Tokan	ST. Claures wilk OH	10-21-08
ann Van	Wheeling, WV	10-21-08
Char Bure	Smithfield Wa	10-21-08
Edwina Jechman	Bealsulp, OH	10-21-08
She Shis	SANDYS OH MODIFFULKATS W.V.	10-21-08
you by		10-21-08
Umy Sinty	St. Clairsuille, 04	10-21-08
Winher & Houll	Sandis, OH	10-21-08
Danila Ensure	Woodenfull Of	10-21-08
Don Ludolph	S.TMARYS, W. VA	10-21-08
Dave Henry	MDSV W	10-21-08
Chick & Lange	New MAN, WV.	10-212
POW MARTY	SARDIS OHIU	10-21-08
Debbie Lemley	New Matamoras OH	10-21-08
lim Wisland	Graysville OH	10-21-08
Randy Linger	P. 6. BOY SQ Clarin Jon Ellio	
Brien Siter SCOM SMCZ	54664 Sonny Acres Beller OH	10-29-08
J. Com Comment	ife is Box 210	10-27-01

Name	City, State	Date
LARRY Goodson	WhEETING, WY. 26003	10-21-8
Jay Holdren	Neuport Otio 45768	l I
HOWARD FELTON	NEW MATAMARAS CHAUSTE,	1 1.
Ray Schnegg	Po Box 27/ clasington	
Henry Willey	P6 B6x 121 B15 Rvn-	
TomBouck	Jacobsburg OH	l i
Jaya & Mr	NOW MARTINSPILLE, W. JA	1
grown Hispley	Parkersturg WV	10-21-08
me Dex	Now Meeting the W	10-2108
Lary Chable	Middlebourne WV	10-21-08
Dulant Oach	Moundsville WV	10/21/08
Kichael A Caldwell	moundsville we	10/21/08
Karry De	Pulluan um	10/21/08
Carl ayers	Clairington OH	10/21/00
W.B. Than	Shadypule, OH	10/21/08
Nave Cain	Moundsuille WV	10/21/04
John A Court	PAREN CATY IN/V	10-21-0
Rumone Stort	SMOHFILLO	10-21-08
Jerry Books	Salowello Of	10-21-08
Kent then of	Danuibol Ul.	10-21-08
July Charles	Wasdefield, OH	10-21-01
	Ves disticl 6 64,	10.71-08
Lacusty	I Large da	10 21/08
" I land Joahn	Clarington th	10-21-08

Narge	City, State	Date
Casey Ways	Pada Coy, WV	16/21/00
Charleman	Realy V.V.	18121-18
Make adams	READER UV	10/2/08
GARYA CONDWAY	BELINIRE OH	10-21-08
Mark Sonith	Moundsville WV	10-21-08
Dennis Ryland Jr	Jernsalem, 04	10-21-08
Ron Longwell	Sordis Ohio	10-28-07
Colby Street	Bealkville, Oh	18-21-08
Randy Lay	Rand &	10/21/08
MA	Sistersuille Nou	10/21/08
Buan Ady	CLARINGTON Ch.	10/21/08
Dunden Kohn	Falen C. ty Wir	10/21/08
Brian Ovan	Jerusalen Oll	10/21/08
M Doug Smith	Middlebourge LVY	10/21/08
Jayon M. Lallode	Bellate, 04	10/21/07
JIM MARKUS	MATINS FIREY, OH	10/29/08
Lawrence Ceal	New Martisville wv	10/24/08
Gray Toylor	WHATLING WV	10/29/08
Cay Byr	ADENA, OH	10/29/05
Caroling Sine Coffee	Louisville Oh	10/29/08
Randy Rhyllian	Wheling, O.M.	10/29/08
Tence thate	PC"WV	10/20/08
RAH G. Jung	New Mat OH.	10/25/08
<u>'. '</u>		

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Name	City, State	Date
Robert A Maine	New Martinith au	10/21/08
Biec Trovers	Charington 04	10-21.08
in Samon	De Markenwell IVV	10/21/08
Mch Al	Honnibal Oh	10-21-08
Chuck & Lamo	New MAG.WI	10-21-06
Ste Jelesper	NEW MARTYSVILLE WVa	10-21-08
Henry S. Ling	Pine Grove WVa	10/21/08
Walliam M West I	Brownsville Otio	10-21-08
Geneld A Brown	54740 marys In Jacobsburg OH	10-21-08
Bruce West	Jeausalen Ohio	16-21-08
Matt Rihadon	5= Mays WU	10-21-2008
Rich Kippyy	malaga OL	10-21-08
to bolden	MARTINS TORRY OH	10-21-08
Rod La Follette	Woodsfield, Ohio	10-21-08
William H. Rite	Sistemville, W.V.	10-21-08
LARRY E Stephen	Boston, OH	10-21-08
NEAL CAMMON	SACIAIRS VILLE OH	10-81-08
Double State In	Hosen City WV	102108
John Altzel	woodstied off	162100
Dieg Taylor	new Martinville, WV.	10-21-08
Jim Dlassort	READER WU	10-21-08
anthone Benedetta	ANTHONY BENEDATH	10-21-68
Richard Hartley	Roctor, W. Vy	10-21-08
Kenneth Doney	HANNIBAL, Ohio	10-21-08

Name	City, State	Date
DON RiggEN bACh	SARdis	10-21
MLMElloH	Woodsfield	10-21
K.b. Show To	Pinc Grove WV	10-21-09
T.E Hopper	Woodsfield OH	10-21-08
In Siffer	GEAUSIEUE OHSO	6/21/08
J.S. HOWARD	SISTERSUILLE WU	10/21/08
N.M. Pous	SARDIS OFIO	10/21/08
LC Arreld	Parchaton OT	10/31.08
El Coplin Copl	STMARYS	1021-08
MC daile	St MATYS There Mada nown , this	10-21-08
Calletian	PARK CITY, WY	10-21-08
J.A. Eckelleum	SHADYSIDE OH	10-21-08
Dany Wildes	Bainesville Oh	10-21-08
Flora Earley TIT	New Matamores OH	10-21-08
Hay Show	New Martines Lle, D. Va.	10-21-08
Sim Mercer	New Matemoras, Ohio	10-21-08
Martin Jay Williams	Moundsville, wv	10-21-08
Roy Wilson	Jerusalam, Ohio	10-21-08
Dec Beeyle	SHEdis DH	10-21-08
JACK BROOKOUER	NEW MARTINSVILLE	10-21-08
Rodney w Rush	Proctor W.Va.	10-21-08
Dlem by Bates	PINE GROVE WVA.	10-21-08
Brown Carroll	Powhatan Point	10-21/0
Kolf Lyden	New Mart insvillation	10-21-08

Name	City, State	Date
Vie Stellon	St Cloursvill OF	10/2/18
Dan Menn	WV	10/24/08
Rolet Lucas	Woodsfield	10-21-08
Low Hinkles	2) oodslield	10-21-08
TR DUKE	Hanker, Oh	10-22-8
Sterfermant	SARdis Otio	10-22-0
Chro Pleacher	Dealbrille, OHTO	10-22-01
Darrin Kelly	Amanys WV	10-22-06
Mike Briggs	cottageville WV	10-22.06
Jost FRANCIS	BARNESUILE OH	10/22/06
Joem Clure	moundsville Wya	10-22-08
SCOTT SAWER	POWHATAW PT DIHO	10-2201
Jecus Drooke	Marietta Olt	10-22-08
Tem Harreson	Reader WV	10-22-08
Danny Reff	New Martineralle W/a	10.22-08
Rich Spielrogel	MARTINS KERRY, OHIO	10-22-08
Brad Hely	Lewisville Chio	10-22-08
C. D. Joe	Ballaine 8 his	10-22-08
74 Dunka	Mundille, WVa	10-12-08
Net Moring	Bothesda, Ohro	11-22-08
Stope Holman	Provides WN	10-22-08
Alato V	Pong Green w	10-53-08
John Satu	Jackson burg, W	10-32-01
Moverugh	Yourlater Pf This	10-22-05

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Name	City, State	Date
James West se	New Matamoras OHio	10/22/08
GARY SchAFER	BARWES VILLE OHIO	10/22/08
Bean Palmer	Shadyside of to	10-22-08
David Yoho	Proctor WV	10-22-08
Michael BEAVER	NEWPORT OHIO	10-22-08
Jason Riu	Paden City WU	10-66-08
Vat mony	Moundsville WV	10/22/0
HARRY V/oho	ABUNDSVILLE WV	14/22/08
Brent Bennett	New matamaras	10/22/08
ROBBIE SEUZAD	Shadside OH	10/22/08
Clint Pearson	Myechen W.V	10/72/08
Fred w Fe Hav	Weirtax 20	10/22/08
Marc Bald	Middlebourse WV	10/22/01
In- nost	St. MARYS WU.	10/22/00
WC Sago	Clarington/Oh	10/22/08
CG COURT	Wood Stelde	h
CW HILTS	WOODSFIELD	10.22-08
HA miller	Clair inflow	10-20-08
KI Stocke Ji	E1862	10-22-08
BE HAMILTON	B.E Handia	10-22.08
Steve In intend	woodsfield OH	10-22-08
Church Alux	Mourdsvillewy	10/cz/o
D.a HOFFMAN	Pawhatan pt. 01410	10-22.08
Richard B Lee	Sard-5, ohio	10-22-00

Name	City, State	Date
Donald B. Smith	Hambel OH	10-22-68
- Sulland		10-22-08
A A COLOR	Betherda off	10-22-08
DurgeWilod	Sardis OH	10-22-08
Fatrick Dackston	Tewworlle Ok.	10-22.08
Chris Campbell	ling Grove, WV	10-22-08
JAMES AGNEW	MARINSTERRY, OH	10-22-01
Donni Lold	Mewfort, off	10-27-08
Bruce Krien	New Matamoras OH	10-22-08
Jack Hallon	Harried of	1022-08
Due ly	Claritator, Off	10-22-08
Steven Sheter	Now Martins villowo.	10-22-08
R. E. Baro	CLARINGTON, OH	10-22-08
L.F. Bewen	Paden City WV	10/22/08
LA Mooks	Mourdwilk wu	10/22/08
TB GANDER	NEW MAYAMARAS, OH	10/22/08
MT Smo	NEU mAtamongs of	10/22/08
SD Right	NEW MATEMORES 04.	10/22/08
Jan Soffe	Woodsfield & Sug	10-22-0
John Bewide	Newmatamoras ohio	10-22-08
(peopl Hokus	Lew Plantinsville, WV	10-22-08
Bill Well	Sistersville W.V.	16/22/08
Sund Etrano	Washing WV 2600 3	
Samuel Dam'	Pourlation P.T. 04:0	10/22/08

Name	City, State	Date
Rands (Thalex.	Friendly West Virginia	
Popue take	Woodsfield of H	13-23-08
David Drows	Woodflood	102208
Cole Hoppin	ClaringtonOH	10-23-08
De Rymer	Mildlebournewv	10-22-00
John A Haynes	tiley willow v	10-22-08
DA-Boursale	Newport OH	10-22-04
MA Yoho	Proctor WY	10-22-08
Erick Emery	Mc Mechen WV	10-12-08
Just Eath	Bellaine OH	16-22-68
Gran Whigh	manderice w	10-22-08
Sed) Cain	Paden City WV	10-22-08
Jon Genzus	St. Clarsuille OH.	10-22-08
Charles DPKllg	New Martinille UN	10-2208
Mars Het	Sistensville WV	10-22-08
J.C. Bradley	Wheeling WUA	10-22-08
Dounts Hubband	Pino 6 Ravo, wv	10-22-8
Mark Miller	Monde wille, WV	10-22-08
Trevor Taylor	Newfort, OH	10-27-08
Ograld Swequal	Puwhatan Otl	16-22-0
Those Hupen	Beallsuille, of	10-22-08
Rudney A Roberts	Hannibal Oh	10-12-08
Janet L. Wetting	Sardis, Ohio	10-22-08
U U		

Name	City, State	Date
Sugar Fulity	Padar City W	10/29/64
Virgil Coaper	Sistemonth, hr	10-24-08
William Polysayner	Woodsfield OH	12-28-08
Shaml Bota	Middlebourney WU	10-29-08
Dustin Vanna	New Molamores, 04	10-29-08
da V Him	New Materseas	10-27-08
De Water	Leursville OH	10-29-08
Ena Mille	SARDIS OHIO	10-19-08
Damel Casette	Clarington, Oh	10-29-08
Roytheightland	Clanington OH	10-29-18
Donne aby	Clarington, Oh	10-29-08
George Moure	New Mapt.	102908
Keith Alleman	Saldis OH	102908
Count Kmoho	Powhat an Pt OH	10-29-08
acopender our	Friendly WU	10-29-08
Johnand	Beallswille OL	10-29-08
Matt Haugt	JOSHONDOLTWU	10-29-08
Mike Cain	Campion WV	10-24-08
Roger Krayaich	Shedyside OF	11-29-08
Danny Strangt	Woodstield OH	10-29-08
In Westerly	Porter Falls no	10-29-08
Hamfark.	OH. Beallswill	10-29-08
M	Proch we	10-29-08

Name	City, State	Date
I. C. BURK	SHAN/SIDE, OHO	10-21-08
JB KESTNER	moundsuille he	1021-08
D.N. Pedelose	Clarington OH	16-21-08
C.A. KONDRACH	BARNECULLE OH	10-21-08
D.M. LONG	NEW MARBNSVILLE WU	10-26-08
SM. Powell	Grapuille OH	10-21-08
DAMERTIS	BEBREADER WV	10-21-09
TD R1665	90 augo	10-21-00
on CADE	mico	10-21-08
ET Hercules	East during	10-21-08
LI REUSEGER	Hew Martinsville NVA	10/21/08
R.L. HEAVENER	SArdis OH	10/31/08
JO Potts	sardis oh	10/21/00
WAI Solman c	Hadygide of	10.2108
Illest	Ill when in Sur	10-11-68
G. T. Rive	IN notioner Aus	16-17-08
B.S. ballare	Clarington o Hio	10-21-08
Belly Brown	new Markneville	10-9108
ChuckWikon	Cameron OH	10-21-08
Dwight Haught	Wasdafiel Ohio	10-21-08
Robot Bek	ST. Maryo WYa	10-208
MS Barrett	Ready NV9	10-21-98
fell Jeules	Sudies Stus	14/20/200
Willer Clarke	Woodsfeld This	10-20-08

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Name	City, State	Date
MAKK GODDARD	NEW MARTINSVILL, WY	10-27-0
Ron Berentz	New MATERIAS, Oh	10-21-08
Pauletta Retho	Powhatan PT DH	10-21-08
Mital Dollman	210 Helen St	10-21-08
Styphan of Ffarmo	Woodsfield OH	10-21-01
Delie Palmer	Beallanille Ohio	10-21-08
GORDON K. WAIDE	MARTINS FERRY, OHIO	10-21-08
CaryLeach	Jerusalen Ohio	10-21-08
Lisa Kulabonish	Martins Ferry	10.21.08
Slaron Mc Calley	New Martinsville	10-21-08
Donie Snikert	Clarington Ohio	10.21.08
Melas ME Grinis	Beobloville Ohio	10-71-08
Robert Holy	Clarington Oh	10-21-08
Steve Haville	Wheeling WV	10-21-08
JUDY A MCOURT	Sterdis, QH	10-21-08
HARK E. BAKKETHER	SISTERSULE, U.VI	HOCTOR
John M. Turkal	ST. CLATPS VILE OH	2100708
KENNY BACH	MARIETTA, OH	2100108
J.D. Martin	Render, WV	10/21/08
GARY Lucas	Barrevill OH	10/21/08
Chuck Hoff	Woodsfield OH	10/21/08
Roger & West	Woodfield Old	10/21/08
Glove Yuraas	PARKERSBURG WY	10/21/08
Sugar Bigh	ShadysiDa OHio	10/21/08
	,	

Name	City, State	Date
Mike Tewler	SArkis BHID	10210
JIM KENTHOONE	REHDER, W.V.	10-21-08
Ber allaugh	Valley Grove, WV	10-21-08
Julman	Bridgeport Ol	10-21-08
Page Bandent	Frick WV 26176	10-21-6
Steve Kiggans	NEW POST OH.	10-21-0
Jamie Littleton	Whipple, oft	10-21-8
Benjulline		10-21-08
fin C. Clark	& GLENCOEDHIO	10-21-08
Wayne En Hoddan	New Martinsick W.	10-21-08
Narold Nochstrass	Bellaire OH	10-21-08
Ww Mc Faller	woodfieldOh	1021-08
Scott Urbanek	Now Mentinsville viv	10-21-08
Ernie Herbold	Paden City WV	10-21-08
Star Snyl	New Martinsv Me WI	1021-08
Matthe West	St. Marse NV.	1021-08
Mak Milosa Jian	Clary ton OH	10.21.08
Wayne Maser	Www. Thisaitam wall	10-21-08
Ron Smith	Sardis OH'	10-21-08
Most Della	Bealsville Ohio	10-21-08
John & Karriel	POWHATAN POINT OHIO	10-21-08
Tim Hypp	woods feild. Oh	10-21-08
Pat Henderers	Wileyville WV	10-21-08
Mark Mullett	New Mat. WV	1021-00

Name	City, State	Date
Charle Solves	Sardis, OHID	16-21-08
Mark Kuhn	HANNIBAL OHIO 43931	10-21-08
Dan Willen	SARDIS, OHIO 4394	
William A. Weintemour	Sardis Office	10-21-00
Judy Blackstone	Bacher Rodge Leuraville	10-21-0
Dearge Schnego	Clarington Obio Clarington Object + X	10-21-0
Carl Rice	DUTCH RUN ROAD	10-21-08
Ray Fronch.	Paden G.K	10-21-08
Walter + Many Froucks	1	10-21-08
albert Lasuro	" ' ' ' "	10-21-08
William J. Williams	Jacobshuz, sh.	10-21-08
Linda Donnies	42450 LONG RIDGE KOAD	10-21-08
Done Danies	THEOLONG RIDGE ROMP CLARINGTON 43415	10-21-08
Dick Klug	New Martinsville wy	10-21-08
San Strant	41628 muk Ridge Rd	10-21-08
Edgar Doone	MEN MATAMORAS	1021-08
Esich Hoffmann	SERYS Bel-Havan Bellaire Ohio 43806	10/21/08
E. George Triller	Bellzine OH 43804	10/21/08
Carlo Endopar	AT I BOXISA 26	10. 10/21/0
John R Williamson	52483 Sh 536 CLAPINGTON OHIO 47915	19/2/108
Hay Jones	510 19 50 145 OHis	16-21-08
The M. Henry	New Matamoras OH	10-27.08
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Name	City, State	Date
Kenneth E. Grawford	Clarington, Phis	1921/08
Charles Huggins	proctor W.va	is
Ibany merchle	27391 51 PUS	/1
James Frank	37666 Co Rd ZE OH 42703 Lewsville, to	10/21/08
Erenia Blackstone		11
Harde Back	S2764 FISHER HILL RE CLARINGTON OH 43915	10-21-08
Horold Vallothin	44062 SIX POINTS Rd. WOODSFIELD OH 43793	10-21-08
Eleanor Lollathin	49062 Six Painta Rd Woodsfield Ch 43193	10-21-08
Gladys Krien	Sardis O Pio	
Wanter Williamson	Gardis odes	10/21/0
Levis Welliamon	Sardie also	10 /21/0
Carola Krieg	Souli, Ohio	10/2/08
James antill	woodsfield, OHio	10/2/108
martha Hamilton	Hoodsfield, Ohin	1421/08
Sure Outiel	مناه وهنائه همديا	10/21/08
Betty Huggins	Prostor WV	10-21-08
Jara traft	Wardefeld OH	10/21/08
ananca Merekle	Sardio ch	10/21/08
Ked Mis O J. Sizamoia	new martinable, W/ 3615	-10/5//08
Sug Nichols	Clarington, 04 439/5	10/21/08
Kent Enertal	SARdis, OHIO	10/21/08
Hary Kries	Sardio, Ohio	10-21-08
Watter Rosenlieb	Sardis, Ohr	10/21/08
Juanita Rosenlieb	Sardis Obje	10/21/08

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Name	City, State	Date
Danny E. BALY	SARDIS DHIO	10-24-08
Beth A. Roberts	Sistersville, LW	10-24-08
DEBORAL L. Niskey	Lewisville, Ohio	10/24/08
Michael & Wily	Woodsfield Ohio	10/25/08
NEO DAY	Woodsfield, OH	10-25-08
Donna Starkey	Sistersville, WV.	10-25-08
Level Bayour	Toronto, OH	10-25-08
You Holard	WASHINGTON, PA	10-25-08
Brends Wilkers	Moinstalle WV	10-25-08
Janny Haslam	Garpulle OH	10-24-08
Jane Knige	Sisteroville 04	10-24-07
Finny Gerand	Shadyside, OH	10-24-08
Dorinda Brompula	Barnesville M	10/24/08
The Bookory	New Montersorthe WV	10/24/08
Frank Centres	Hannibal, Oh	10/24/08
Glenda Murch	Dannibal, OH	10/44/08
Vent Only	wheeling WV	10/24/08
John Jak	Wheeling W	10/24/08
Darrell Tillek	Saint Clairwille Dr.	10/24/08
Milisa Dedswert	NewMartingielle	10/24/08
Weland Dennie	Parkersburg WV	6/14/81
Tina Mul	New Montensorla: We	10 /24/68
Phylin Fishers	Boids eport Dlas	10/24/08
Diane Ulan	Woodsfield, 8H	10-24-08
Melanel Denning Tima Med Shadhis Fisher Dione Ulan	Parkersburg WV The Montensoria: WV Bridgeport, OHW Woodsfield 18H	10-24-08 10/24/08 10/24/08

Name	City, State	Date
Jim Ilans	Shadyside OH.	10-24-0
Jan Fhilly	in Shadrat Ol	10-29
11111	Clasington, oh	10-24
ChoOt	1 Sondis BH	1024
But Hu	for Moundsville WV	16/291
Trum Bear	n New martinsule	WU 10/28
TT &H.	- Woods Field OH	10.29.
Dantel Harri	s, Woodsfield of	10-29-0
Kennoth Hei	-ndon Woodsfield On	10-29
Mak Ekun	Closeinston Th	10-29:
Smarlin	MInc Ferry	10/29
Mix PA	Bruhadan Re Obio	10/257
RICK PRA		10/2
RICHARD EST	ep New Martinsville	UV 10/29/
M'ke Hurt	Pine Grove W.V	10/20
15 / JE	Sine Gov. WU	10/2
how's Tayl	or the Indiamores	, , , , , , , , , , , , , , , , , , ,
DANIE HOHE	David E Hope re	U 10-2
Davida ner	on RedonGty WV	10-29
m Stall	Glendalb WV	10-29-
(in) mit	moundseille NU	10-29-
Bill Ful	o RAZBOX276 Ma	W 10-24
John Gelle	shedyside office	10-29
7/7/ 9/0	DK Grimes	10-29

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Name	City, State	Date
BrigH Cockran	Wheeling wu	10-29-08
Rico KRyAGEV	Stapusine 04	10-25-08
Josh Morris	Clarington, Oh	10-29-08
Cadi Schmidt	middlebourne, WV	10-29-03
Dipostol	Mew muchanollo	0-29-05
Clyde STARR	SARDIS OH	10-29-08
Lamy Welfer	Mayner OH	10/28/08
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General Word	Woods Feld, OH	10/29/08
Son Songar	HO Workload	6/22-08
Terry Westel	Shadyside OH	10/29-08
Makal A. Quan	Canera, wu	10-29-08
Som Manny	Newport OH	1029-08

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Linda K. Workman	Laurige, OH	1 12 1
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Russ Goddard	Clerington oh	10-24-08
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ATTACHMENT E

The Estimated Economic and Fiscal Impacts of the Ormet Aluminum Smelter Operation in Hannibal, Ohio

The Estimated Economic and Fiscal Impacts of the Ormet Aluminum Smelter Operation in Hannibal, Ohio

by
Paul A. Coomes, Ph.D.
Consulting Economist

a research report for The Ormet Corporation

August 15, 2008

EXECUTIVE SUMMARY

rmet Corporation, headquartered in Hannibal Ohio, is a major producer of primary aluminum in the United States. The operation is on the Ohio River at the southeasterm edge of the state, across the border from West Virginia. It currently employs around 1,000 people and pays wages and salaries annually of over \$56 million. Employees live in eighteen counties in three states, of which sixty percent reside in Ohio. Activity at Hannibal has ebbed and flowed over the past decade, reflecting changing conditions in the international market for aluminum.

The Ormet Corporation is interested in learning about and documenting the regional economic importance of its operations, so they can better communicate the ramifications of rising electricity costs should prices reach a threshold such that the smelting operations were financially threatened. The purpose of this report is to document and communicate the regional economic and fiscal importance of this aluminum plant.

I have used regional data and industry-specific multipliers to estimate the economic and fiscal impacts of the operation. These estimates can be used to quantify the likely impact were the plant closed due to low aluminum prices or high electricity prices. I estimate that the total net annual impact in the region is 3,441 jobs and \$195 million in total employee compensation. State and local governments in Ohio would lose about \$7 million annually in tax revenues. These estimates are for the economic and fiscal categories most easily quantified. There are other impacts, though they are harder to measure with any precision. Local real estate and retail markets are linked to the payrolls at the smelter. Social indicators, like unemployment and crime, also are related to the plant's employment levels, as are public costs for unemployment benefits, retraining, and social services.

BACKGROUND

Aluminum is made from alumina, or aluminum oxide, essentially by passing enormous electric current through steel 'pots' containing a cryolite-alumina mixture. This process is often called reduction, because the electrolysis process separates alumina to its elements, one of which is the aluminum metal. The process is also called smelting. The molten aluminum is siphoned off the pots and formed into crucibles, which when cooled become the familiar ingots traded on the international metals market¹. Alumina is made from bauxite, most of which is obtained from Australia, Brazil, Guinea, and Jamaica. Ormet has an alumina production facility in Louisiana. Because of the extremely large electricity requirements, most aluminum smelting is done near sources of inexpensive electricity, such as hydroelectric plants. Moreover, since the least cost method of shipping alumina and aluminum is by barge, smelters are often located on major rivers such as the Ohio.

The Ormet smelter is among the largest private sector employers in the regional economy, and clearly the largest industrial employer in Monroe County. The Ohio Department of Development produces statistical profiles for each county². It shows the top employers in Monroe County to be:

Extendicare/Woodsfield Nursing Center
Monroe County Government
Ormet Corporation
Riesbeck Food Markets
Safe Auto Insurance Group
Slay Transportation Company
Switzerland of Ohio Local Board of Education

The nursing home, government, grocery, insurance, and school organizations exist to serve the local market, and hence do not bring in new dollars to the regional economy. Ormet and Slay Transportation are the only two major employers in the County that generate dollars there, through their sales of goods and services to the rest of the world.

Moreover, the same statistical profile shows that \$62.9 million of the County's \$107.1 million in total wages are attributed to the manufacturing industry, of which Ormet is essentially the only firm. With the average pay close to \$55,000, no other place of work in the County comes close to this employment opportunity. Moreover, employee benefits are very lucrative. The company reports that its contributions to the social security and Medicare programs for its employees, plus the value of retirement, health insurance, and other fringe benefits is almost as large as the base wages and salaries.

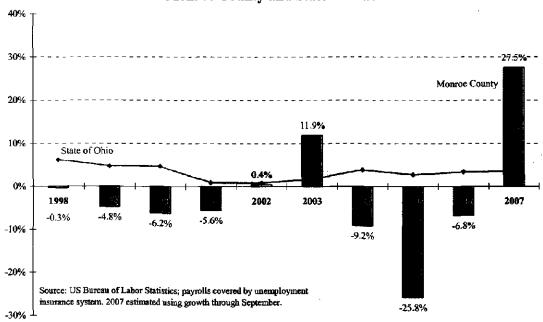
We can also now discern in published economic data the effects of the closure and reopening of the Ormet facility in Hannibal, Ohio. The company emerged from bankruptcy in April 2005, but the Hannibal smelter lines had been operating well below

¹ See http://mii.org/Minerals/photoal.html for a simple explanation of the production process.

² www.odod.state.oh.us/research/files/s0.htm

capacity for two years prior. The facility was essentially idle from 2005 until late 2006, when it was restarted to take advantage of rising aluminum prices. BLS data show that wage and salary payments by all employers in Monroe County were off about 9 percent in 2004, 26 percent in 2005, and 7 percent in 2006. County payrolls bounced back in 2007 after the smelter was brought back into full production. Clearly, the local economy is very sensitive to production activity at Ormet.

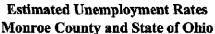
Growth in Total Wages and Salaries Paid Monroe County and State of Ohio

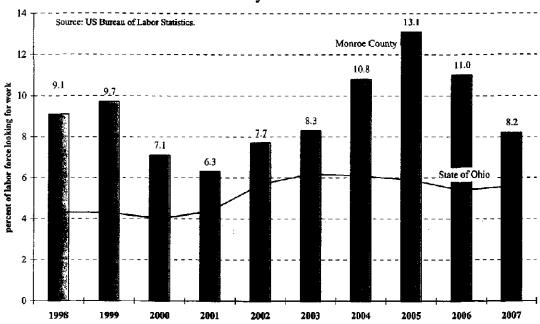


The effect of losing a large employer, particularly in a lightly populated county, goes far beyond the loss of payrolls. Often the company is the primary force in the local housing market, the largest contributor of property taxes to the local school system, the largest contributor of health care benefits and therefore the largest indirect customer of the local hospital, and the largest contributor of dollars and time to local charities. Moreover, when a large plant closes, not only do public revenues fall but public costs go up. Other statewide employers and employees must contribute to pay for the unemployment benefits to laid off workers, increased Medicaid costs as families lose income and health insurance coverage, and overall increased social services costs. Crime rates tend to rise with unemployment, as do alcohol and drug addiction. Local community and technical colleges see enrollments surge as laid off workers try to retrain. And major community investments must be made in economic development efforts to replace the lost engines.

The linkage between smelter closures and local unemployment is clear from the public data on Monroe County. In the next chart I provide the official estimates of unemployment rates in Monroe and for the state of Ohio as a whole. The state of Ohio tracks the national unemployment rate fairly closely, and one can see the effects of the 2001-02 recession, with Ohio's unemployment rate rising from four to six percent, before

falling in 2005. Monroe County has been consistently higher than the state average. And it is clear that Monroe had a major jump in unemployment when the Ormet smelter was idled during the 2004-06 period, and fell in 2007 after the plant was back in production.





I now turn to a discussion of the methods used to measure economic and fiscal impacts.

METHODOLOGY

Because the aluminum and related manufacturing operations serve primarily national and international markets, they bring new dollars into the regional economy. In this sense, a shut-down of the smelter would have large and predictable negative economic and fiscal impacts in these Ohio and West Virginia counties. The activity supports thousands of jobs and millions of dollars in payrolls, and ultimately large tax revenues for Ohio and West Virginia state and local governments. In this section, I explain how I defined the regional economic footprint for purposes of this impact study, and discuss in some detail the input-output model and tax rate calculations used to measure the regional impacts.

The Regional Economy

While Monroe County is the site for the aluminum plant, the economic and fiscal impacts permeate a much larger region. I define the impact region based on the geographic footprint of the workforce. Workers commute in to the aluminum plant, and take their paychecks to their home county, where they pay for housing and many retail and personal

services. Ormet provided a breakdown of employment by county of residence, as shown in the accompanying table. Workers reside in eighteen counties in three states. Note however that 96 percent of employees reside in the top seven counties, those nearest to Monroe County. Three of these counties are in Ohio and four are in West Virginia. Interestingly, almost as many workers live in West Virginia (427) as in Ohio (598).

Ormet
Hannibal Reduction Plant
County of Residence of Employees

County

Monroe

State

OH

Number

337

Wetzel	WV	226
Belmont	OH	162
Washington	OH	87
Marshall	WV	75
Tyler	WV	68
Ohio	WV	33
Pleasants	WV	10
Wood	$\mathbf{W}\mathbf{V}$	8
Guernsey	OH	6
Jefferson	OH	3
Harrison	OH	2
Brooke	WV	2
Jackson	WV	2
Ritchie	WV	2
Washington	PA	2
Noble	OH	1
Harrison	WV	1

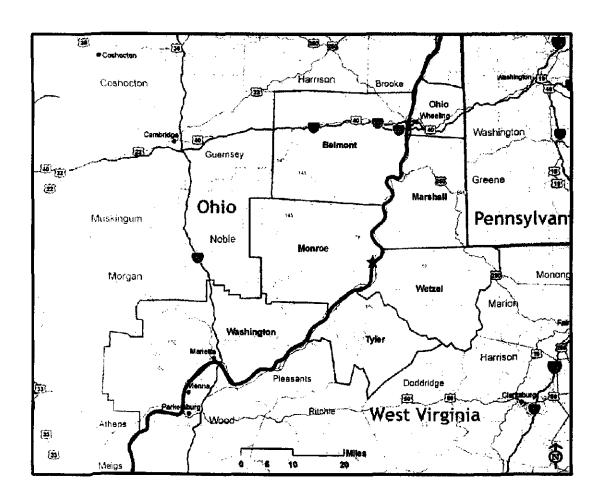
Total

The map on the next page shows the regional counties, major cities, road and water features in the economic impact area. The counties shaded yellow are the top places of residence for Ormet employees, and these are the ones we use to investigate impacts. The red star denotes the approximate location of the Ormet plant and Hannibal, Ohio.

The Census Bureau has published population estimates for counties as of July 2007, and these are shown in the next table. The Bureau provides a breakout of the

components of population change, showing growth from natural increase (births minus deaths), net domestic migration, plus net international migration. It is evident from these data that the region is losing residents due to both deaths and out-migration. Overall, the region has lost about 12,000 residents this decade, a decline of nearly five percent. There were 3,000 more deaths than births, and net out-migration of over 8,000 residents. All

1.027



counties lost residents over the period, and all but one (Washington County, Ohio) had more deaths than births – a sign of an aging regional population. Monroe County, site of the Ormet aluminum smelter and home to one-third of the Ormet employees, has about 900 less residents now than at the beginning of the decade, a decline of six percent.

Components of Population Change, 2000 to 2007

		·		BT - 4	37			
Counties	Population, 2000 Census	Births	Deaths	Net Domestic Migration	Net Internationa I Migration	statistical residual	Population July, 2007	change this decade
.Belmont, OH	70,226	5,134	6,601	-615	76	-312	67,908	-2,318
.Monroe, OH	15,180	1,121	1,316	-677	15	-65	14,258	-922
.Washington, OH	63,251	5,055	4,992	-1,509	22	-251	61,576	-1,675
.Marshall, WV	35,519	2,456	2,778	-1,891	7	-165	33,148	-2,371
.Ohio, WV	47,427	3,447	4,282	-2,200	158	-158	44,398	-3,029
.Tyler, WV	9,592	653	832	-423	6	-44	8,952	- 64 0
Wetzel, WV	17,693	1,406	1,503	-1,100	5	-69	16,432	-1,261
7-County Region	258,888	19,272	22,304	-8,415	289	-1,064	246,672	-12,216

Source: US Census Bureau

I have also organized some aggregate economic indicators on the counties in the region. Estimates for the last five year period available are shown in the next table. Clearly, the idling of the Ormet facility during 2005 and 2006 had a major effect on jobs and payroll in the region. Note that Monroe County suffered by far the greatest job loss, and was the only county to have less wages and salaries in 2006 than in 2001. Moreover, due to the loss of so many high paying jobs at Ormet, Monroe County had almost no growth in average pay per job during this period. Presumably all these indicators will improve now that the smelter is back to full production. However, it will be a year or two before there is sufficient data to measure the regional economic improvements.

Summary Economic Indicators for 7-County Region

				Growth
	2001	2006	Growth	Rate
Jobs, wage and salary (excl. self-employed)				
Belmont, OH	25,698	26,099	401	1.6%
Monroe, OH	4,913	3,319	-1,594	-32.49
Washington, OH	26,198	26,631	433	1.79
Marshall, WV	11,788	11,986	198	1.79
Ohio, WV	30,464	31,204		2.49
Tyler, WV	2,476	2,425	-51	-2.19
Wetzel, WV	5,088	4,948	-140	-2.89
Total, 7-County Region	106,625	106,612	-13	0.0
Jobs, manufacturing industries			١	
Belmont, OH	1,648	1,402	-246	-14.99
Monroe, OH	2,109	360		-82.9
Washington, OH	5,160	4,280		-17.1
Marshall, WV	2,303	1,800		-21.8
Ohio, WV	1,426	1,554		9.0
Tyler, WV	- 877	695		-20.8
Wetzel, WV	131	149	18	13.7
Total, 7-County Region	13,654	10,240		-25.0
Total wages and salaries paid				
Belmont, OH	\$582,711,000	\$700 282 000	\$117,571,000	20.2
Monroe, OH	\$140,089,000		-\$42,382,000	-30.3
Washington, OH	\$748,473,000	\$846,663,000		13.1
Marshall, WV	\$394,602,000	\$459,070,000		16.3
Ohio, WV	\$775,510,000		\$166,024,000	21.4
Tyler, WV	\$75,540,000	\$83,713,000		10.8
Wetzel, WV	\$106,967,000	\$117,805,000		10.1
Total, 7-County Region	\$2,823,892,000	\$3,246,774,000		15.0
Average wages and salaries per job				
Belmont, OH	\$22,675	\$26,832	\$4,156	18.3
Monroe, OH	\$28,514	\$29,439		3.2
Washington, OH	\$28,570	\$31,792		11.3
Marshall, WV	\$33,475	\$38,301	\$4,826	14.4
Ohio, WV	\$25,457	\$30,174		18.5
Tyler, WV	\$30,509	\$34,521	\$4,012	13.2
Wetzel, WV	\$21,023	\$23,809		13.2
Total, 7-County Region	\$26,484	\$30,454		15.0

Source: US Bureau of Economic Analysis

Input-output model of the region

I use standard regional economic impact methods to evaluate the economic and fiscal impacts of the aluminum plant. I purchased detailed economic data for the seven counties most impacted, and used them to build an IMPLAN input-output model of the region. The model is able to simulate the effects of changes in economic activity for any of 500 regional industries. It also can predict detailed inter-industry purchases and household spending related to industrial changes.

In IMPLAN the sector of interest for this study is number 209, Primary Aluminum Production. This industry is defined according to the North American Industrial Classification System (NAICS) code 331312. The official definition is as follows:

This U.S. industry comprises establishments primarily engaged in (1) making aluminum from alumina and/or (2) making aluminum from alumina and rolling, drawing, extruding, or casting the aluminum they make into primary forms (e.g., bar, billet, ingot, plate, rod, sheet, strip). Establishments in this industry may make primary aluminum or aluminum-based alloys from alumina.

www.census.gov/epcd/naics02/def/ND331312.HTM#N331312

The IMPLAN model provides estimates of indirect (inter-industry purchases) and induced (household spending) effects on sales, jobs, and payrolls for export-based expansions or contractions of any of 500 local industries. For example, the job multiplier for the primary aluminum production industry in the Hannibal region economic area is 3.351, meaning that for every job at the aluminum smelter, another 2.351 jobs are created elsewhere in the regional economy. Similarly, the employee compensation multiplier for the industry there is 1.806, meaning that for every dollar of payroll created at the aluminum smelter another \$0.806 in payrolls are created in other sectors around the region.

Regional economists often make the distinction between the indirect and induced components of a multiplier, and in some cases make separate estimates for each. The indirect effects refer to the linkages between the exporting industry (aluminum) and their industrial vendors (transportation, electricity, barges, tools, computers, insurance). When the directly impacted industry expands, it raises its purchases from its vendors, thus lifting their employment and payrolls. The induced effects refer to the impact of the new export-based sales on the local economy through the rounds of re-spending of the additional household income caused by the expansion. Regional sales of cars, groceries, building supplies, banking services, and so on are all sensitive to growth in disposable income. In the next table, I show the top 20 regional industries linked to primary aluminum activity, as predicted by the IMPLAN model. I simulated the impact of 1,027 aluminum jobs on the 7-county region, and investigated the decomposition of the impacts in terms of inter-industry linkages and household purchases. One can see the largest interindustry impacts are in trucking, power supply, and wholesale trade industries. Aluminum employees spend much of their paychecks in the region and this creates other

jobs, primarily in retail and personal service industries. The greatest impact is on restaurants, followed by two health care industries.

Top 20 Regional Industries Linked to Primary Aluminum Industry

Linked through interindustry purchases	number of iobs	Linked through household spending	number of Jobs
Truck transportation	298.0	Food services and drinking places	144.5
Power generation and supply	187.9	Hospitals	74.5
Wholesale trade	58.3	Offices of physicians- dentists- and other health	71.2
Management of companies and enterprises	50.3	Private households	49.5
Food services and drinking places	45.7	Food and beverage stores	46.9
Civic- social- professional and similar organizati	28.2	General merchandise stores	46.5
Maintenance and repair of nonresidential buildings	27.7	Nursing and residential care facilities	45.5
Monetary authorities and depository credit interme	23.2	Social assistance- except child day care services	40.0
Legal services	20.6	Motor vehicle and parts dealers	38.8
Automotive repair and maintenance- except car wash	17.8	Wholesale trade	37.5
Architectural and engineering services	17.6	Civic- social- professional and similar organizations	26.5
Other State and local government enterprises	17.2	Real estate	25.3
Hotels and motels-including casino hotels	1 7.0	Building material and garden supply stores	22.8
Waste management and remediation services	1 6.6	Miscellaneous store retailers	22.3
Accounting and bookkeeping services	15.7	Colleges- universities- and junior colleges	22.1
Oil and gas extraction	14.4	Monetary authorities and depository credit interme	19.6
Scenic and sightseeing transportation and support	14.2	Nonstore retailers	18.9
Investigation and security services	14.0	Other ambulatory health care services	18.2
Commercial machinery repair and maintenance	14.0	Home health care services	18.0
Employment services	· 13.0	Personal care services	16.6

Source: IMPLAN model of 7-county region, using 2006 job and wage estimates by industry.

Taxes and fiscal impacts

There are no good national sources of data on which to make estimates of the fiscal impacts of an industrial expansion or contraction in a region. The company has provided detailed records on direct tax payments to local and state governments, including property taxes, sales taxes, and electricity taxes. We aggregate these in our fiscal impact statement in the next section. However, the impacts on governments are much greater than these direct payments. Employees pay sales taxes when they spend their wages in the local economy, and are liable for income taxes in Ohio and West Virginia, depending on their county of residence. We can estimate these payments using published data on tax receipts from Ohio and West Virginia state governments, as well as tax information from city and county governments in the region. By comparing the growth in tax receipts to the growth in payrolls historically, I calculate 'effective' tax rates and use those to estimate the amount of income and sales taxes linked to the aluminum industry payrolls.

The calculations are shown in the next table. Good county-level detail is available for Ohio, and in West Virginia I rely on state totals only. Note, for example, that residents of the three Ohio counties paid an average of \$67.3 million in state individual income taxes the past three years. This amounts to 4.2 percent of all wages and salaries paid in those counties. I use this as the effective state income tax rate of Ohio County government, and apply it to the Ormet-related wages and salaries flowing to Ohio residents to estimate income tax payments. A similar calculation was made for Ohio state and local sales taxes generated. County level tax collections were not available for West Virginia, so we use the statewide average of income and sales tax collections as a share of wages and salaries paid there. We apply the resulting effective tax rates to the portion of Ormet-related wages and salaries predicted to flow to West Virginia residents.

Additional tax impacts are also likely, though much harder to quantify. For example, proprietors and corporations around the region are liable for state individual and corporate income taxes. Gasoline taxes, unemployment insurance taxes, insurance premiums taxes, building permit fees, motor vehicle sales taxes, and many other business tax categories would see some decline if the smelter were to shut-down. Employees would also pay less in the way of gasoline taxes, motor vehicle sales taxes, and there would be dampening effect on the regional real estate market. These categories are much harder to measure than the income and general sales taxes, but fortunately are not as important dollar-wise as the main taxes I do measure in this report.

Effective Tax Rate Calculations

				Average, 2004 -
	2004	2005	2006	2006
Ohio state income taxes received from		· · · · · · · · · · · · · · · · · · ·		
Belmont	\$29,443,682	\$30,132,266	\$30,851,757	\$30,142,569
Monroe	\$5,026,975	\$4,874,912	\$5,135,252	\$5,012,379
Washington	\$32,047,893	\$31,518,872	\$33,014,350	\$32,193,705
subtotal	\$66,518,550	\$66,526,050	\$69,001,359	\$67,348,653
Ohio state sales taxes received from			i	
Belmont	\$43,523,697	\$44,248,981	\$42,373,952	\$43,382,210
Monroe	\$4,244,878	\$4,419,030	\$4,424,459	\$4,362,789
Washington	\$32,924,951	\$32,839,308	\$34,507,745	\$33,424,001
subtotal	\$80,693,525	\$81,507,319	\$81,306,156	\$81,169,000
Ohio County County sales taxes received	·			_
Belmont	\$11,870,099	\$12,067,904	\$11,556,532	\$11,831,512
Моптое	\$1,157,694	\$1,205,190	\$1,206,671	\$1,189,851
Washington	\$8,979,532	\$8,956,175	\$9,411,203	\$9,115,637
subtotal	\$22,007,325	\$22,229,269	\$22,174,406	\$22,137,000
Wages and salaries paid				
Belmont	\$665,738,000	\$683,297,000	\$700,282,000	\$683,105,667
Monroe	\$138,180,000	\$95,806,000	\$97,707,000	\$110,564,333
Washington	\$791,466,000	\$808,774,000	\$846,663,000	\$815,634,333
subtotal	\$1,595,384,000	\$1,587,877,000	\$1,644,652,000	\$1,609,304,333
Effective income tax rate, Ohio	4.2%	4.2%	4.2%	4.2%
Effective sales tax rate, Ohio	5.1%	5.1%	4.9%	5.0%
Effective sales tax rate, County	1.4%	1.4%	1.3%	1.4%
West Virginia State Totals				
State income tax receipts (FY)	\$1,074,912,080	\$1,171,987,478	\$1,344,720,394	\$1,197,206,651
State sales and use tax receipts (FY)	\$1,051,461,638	\$1,095,339,835	\$1,157,982,670	\$1,101,594,714
Wages and salaries paid	\$22,045,410,000	\$22,996,585,000	\$24,299,638,000	\$23,113,877,667
Effective income tax rate, WV	4.9%	5.1%	5.5%	5.2%
Effective sales tax rate, WV	4.8%	4.8%	4.8%	4.8%

Sources for tax receipt data: Ohio Department of Taxation (http://tax.ohio.gov/channels/research/other_tax_statistics.stm), with state sales tax collections by county estimated from county sales tax, using ratio of tax rates (state 5.5%/county 1.5%); and West Virginia (www.state.wv.us/taxrev/46thtaxlaws.pdf).

IMPACTS

In this section, I display and explain my estimates of the economic and fiscal impacts of the aluminum smelter. I am essentially simulating what would happen if the operation was removed from the region. The plant employs over 1,000 persons with an annual payroll of over \$56 million, excluding benefits. Direct tax payments by the company plus tax withholdings for employees are about \$2.8 million.

Estimated Annual Economic and Fiscal Impacts of the Ormet Aluminum Facility in Hannibal. Ohio

of the of met Aluminum Pacifity in Hannibal, Onlo					
	Direct impacts				
1	Jobs	1,027			
2	Wages and salaries	\$56,083,139			
3	Other employee compensation, labor costs	\$51,905,121			
4	Taxes withheld or paid to Ohio state government	\$2,495,113			
5	Taxes paid to local governments	\$336,934			
î . Re	gional multipliers for primary aluminum				
6	Jobs - total	3.351			
7	Employee compensation - total	1.806			
	Total impacts				
8	Jobs in region	3,441			
9	Employee compensation in region	\$194,997,748			
10 Income, sale	es, property and other taxes to Ohio state government	\$6,762,839			
•	ne and sales taxes to West Virginia state government	\$4,183,104			
	come, sales, and property taxes to local governments	\$336,934			
13	Total tax revenues, all state and local governments	\$11,282,876			

On lines 8 and 9, I provide estimates of the total effects – direct plus spinoff. Here I use economic multipliers to estimate the job and employee compensation impacts regionally. I estimate the total job impact in the 7-county region to be over 3,400 jobs, and the employee compensation impact to be about \$195 million annually. Employee compensation includes many company provided fringe benefits, most of which are not taxable. So, I estimate the share (52 percent) of the total employee compensation that is taxable wages and salaries, and use that to estimate fiscal impacts.

The company does not know the amount of Ohio and West Virginia state income taxes actually paid by their employees, since employees file income tax returns from their place of residence. The company does withhold state income taxes from workers paychecks, but have no way of knowing how much additional tax employees ultimately end up paying, or how big of a tax refund they receive each year. To estimate the state income taxes paid, I applied effective income tax rates, as described in the previous section. These estimates are shown in lines 10 and 11. I estimate that Ohio state government is receiving about \$6.8 million annually in individual income taxes, sales taxes, and

electricity taxes from Ormet-related activity³. West Virginia state government receives about \$4.2 million. And local governments receive over \$300,000 in tax revenues.

³ The full fiscal impact would be more than the tax receipts lost, since the state would have to incur tens of millions of dollars in costs for unemployment compensation and increased Medicaid expenditures in the region if the plant shut down and the employees lost their jobs.

ATTACHMENT F

Affidavit of Michael Tanchuk

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Ormet)	
Primary Aluminum Corporation for	<i>)</i>	
Approval of a Unique Arrangement	Case No. 09	EL-AEC
with Ohio Power Company and	_	
Columbus Southern Power Company) }:	

AFFIDAVIT OF MICHAEL TANCHUK

Hannibal,		:	SS
Ohio	•		

Michael Tanchuk, being duly sworn, deposes and says:

- 1. I am the President and Chief Executive Officer of Ormet Corporation, which is the parent corporation of a number of companies, including Ormet Primary Aluminum Corporation ("Ormet Primary"). I am also a member of Ormet's Board of Directors.
- 2. Ormet Primary owns and operates an aluminum reduction facility in Hannibal, Ohio. When fully operational, the aluminum reduction facility utilizes up to 540 MW of electricity 24 hours per day, 365 days per year. Electricity is a raw material in the aluminum industry. When reasonably priced electricity is available, it constitutes approximately 30 to 35 percent of the cost of producing aluminum. However, when electric rates are excessive, aluminum reduction facilities simply cannot operate.
- 3. The price of aluminum is set on the London Metal Exchange ("LME"). Therefore, Ormet has no ability to affect the pricing of its product. Its ability to compete globally is determined by its cost of production. Coupled with the price of aluminum, power costs are the most significant determinant of the viability of a smelter. If Ormet is to keep the Hannibal facilities in operation, it must be able to procure electricity at a price that will enable it to remain competitive.
- 4. Ormet's power supply must be stable. Ormet operates at about a 98 percent load factor around the clock. Electricity is a raw material for the production of aluminum. The six potlines Ormet operates at its Hannibal Facilities must be kept energized at all times to keep the metal in them molten. If electricity to the potline is reduced sufficiently that the metal solidifies, it takes several months and millions of dollars to bring the potline back into operation.
- 5. On January 30, 2004, Ormet filed for Chapter 11 Bankruptcy, along with its affiliates and parent company. Subsequently, due to a labor strike and increasing power costs, Ormet was forced to shut down its Hannibal Facilities. On December 15, 2004, the Bankruptcy Court approved Ormet's plan of reorganization, and Ormet emerged from bankruptcy in April 2005. Subsequently, Ormet was able to settle with the union and end the strike, however, Ormet could not immediately restart its Hannibal Facilities because the price of power Ormet

was able to obtain was too high relative to the price of aluminum. It was not until Ormet entered into a stipulation with AEP Ohio effective January 1, 2007 that Ormet was able to obtain power at a cost low enough relative to the price of aluminum to return its Hannibal Facilities to full operation. This stipulation by its own terms was scheduled to expire on December 31, 2008. Ormet and AEP Ohio subsequently entered into an Interim Agreement approved by the Commission on January 7, 2009 in Case Nos. 08-1338-EL-AAM and 08-1339-EL-UNC. That Interim Agreement provides for service from AEP Ohio to Ormet until the effective date of new AEP Ohio approved tariffs based on a Commission ruling on the Companies' ESP application (i.e. if the Commission adopts the ESP as proposed or if the Companies accept any modifications made to the ESP by the Commission) and the effective date of a new special arrangement between AEP Ohio and Ormet subsequently approved by the Commission. Thus, there is a real danger that if Ormet is unable to get a contract that ties its electric rate to the price of aluminum, it may find itself in a situation in the near future where it would have to shut down the Hannibal Facilities due to high power costs.

6. When Ormet's aluminum reduction facility is fully operating, Ormet Primary (1) has approximately 1,000 employees with wages totally approximately \$56,000,000 per year; (2) covers health care costs for approximately 7,000 of its workers, retirees and their family members at a cost of over \$16,000,000 per year; (3) pays approximately \$300,000 annually in taxes to Monroe County and its School District; and (4) purchases approximately \$15,000,000 to \$20,000,000 per year in goods and services in the Ohio Valley.

Michael Tanchuk Chief Executive Officer Ormet Corporation 43840 State Route 7 P.O. Box 176 Hannibal, OH 43931

Sworn to and subscribed

Before me
This 134 day of December 2008. It brusy, 2009

Notary Public,
My Commission Expires:

KATHIE SIRKIN

Notary Public - State of New York

No. 01S14969346

Qualified in New York County

My Commission Expires July 18, 20

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Application has been served upon the below-named persons via regular U.S. Mail Service, postage prepaid, this 17th day of February, 2009.

Emma F. Hand

Attorney for Ormet Primary Aluminum Corporation

SERVICE LIST

Marvin Resnik American Electric Power Corporation 1 Riverside Plaza Columbus, OH 43215