



21 East State Street • Columbus, OH 43215-4228
Tel: 614.469.8000 • Fax: 614.469.4653

October 24, 2012

Barcy McNeal
Secretary, Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215

Re: Case No. 10-0085-HT-AEC

Dear Secretary McNeal:

Pursuant to the Commission's February 23, 2005, Finding and Order in Case No. 04-255-HT-AEC, Cleveland Thermal Distribution, LLC ("Cleveland Thermal") submits Schedule B, Amendment to New Load Standard Steam Service Agreement ("Amendment") between Cleveland Thermal and Carlyle Leader, LLC ("Carlyle"). The New Load Standard Steam Service Agreement between Cleveland Thermal and Carlyle was filed in this docket on February 15, 2011. In its Finding and Order, the Commission authorized pre-granted approval of New Load Steam Service Agreements with similarly situated customers, and ordered additional agreements to be filed in the docket in Case No. 04-255-HT-AEC. However, that docket number was archived and is no longer available. A new docket, Case No. 10-0085-HT-AEC, was opened for the filing of New Load Service Agreements. Cleveland Thermal requests that, as provided in Finding 5 of the Finding and Order in Case No. 04-255-HT-AEC, this Amendment be deemed approved within thirty (30) days of this filing unless the Commission affirmatively acts otherwise.

Thank you for your attention to this matter.

Very truly yours,

/s/ Gretchen J. Hummel

Gretchen J. Hummel

**Attorney for Cleveland Thermal
Distribution, LLC**

Enclosure
GJH:vlp

www.mwn.com

HARRISBURG, PA • LANCASTER, PA • STATE COLLEGE, PA • HAZLETON, PA • COLUMBUS, OH • WASHINGTON, DC

{C33347: }

SCHEDULE B

AMENDMENT TO NEW LOAD STANDARD STEAM SERVICE AGREEMENT

This Amendment ("Amendment") is dated October 4th, 2012 and amends the New Load Standard Steam Service Agreement ("Agreement") dated January 6, 2006 and Schedule A (Amendment to Steam Service Agreement) dated the same between **Carlyle Leader, LLC** ("Customer") and Cleveland Thermal Steam Distribution, LLC ("Company"). This Amendment will be attached to the Agreement as Schedule B.

Only those terms and conditions specifically amended below will supersede the existing terms and conditions of the Agreement as amended by Schedule A. All other terms and conditions in the existing Agreement as amended by Schedule A not inconsistent with the terms and conditions in this Schedule B will remain in full force and effect. For valuable consideration, the parties agree to amend the Agreement (as amended by Schedule A) as follows:

1. Service. During the term of this Schedule B, service will be provided on an "interruptible" basis, meaning that, with prior notice to Customer, Company may, and at its sole discretion and without liability to Customer, temporarily suspend steam service until such time as Company determines service shall be restored.

2. Term. The term of this Schedule B is November 1, 2012 through October 31, 2013, unless earlier terminated by pursuant to Paragraph 11 below. This term may be renewed on a year-to-year basis by mutual written agreement between Customer and Company.

5. Charges. During the term of this Schedule B, Customer shall pay Company the lesser of the charges specified in Paragraph 5 of the Agreement or \$190,000.

11. Termination. The effectiveness of this Schedule B is contingent upon Customer's timely payment of every bill rendered to it by Company. If, during the term of this Schedule B, Customer fails to pay any bill on time as specified in Paragraph 11 of the Agreement, this Schedule B will be rendered null and void immediately.

21. During the term of this Schedule B, Customer grants Company authority to enter Customer's premises at any time in order evaluate the steam facilities and to install, at Company's discretion such facilities (including, but not limited to monitors, sensors, and measurement devices) and to make any such adjustments as Company deems necessary in order to achieve improvements in efficiency and usage and to control consumption. Any adjustments required by Company will not be unreasonably denied by Customer.

Executed By:

Carlyle Leader, LLC

By:  (Name)

Authorized Signatory (Title)

Date: Oct 4, 2012

Cleveland Thermal Steam Distribution, LLC

By:  (Name)

President (Title)

Date: 10/6/2012

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

10/24/2012 12:07:21 PM

in

Case No(s). 10-0085-HT-AEC

Summary: Contracts Cleveland Thermal Steam Distribution, LLC's Amendment to New Load Standard Steam Service Agreement with Carlyle Leader, LLC electronically filed by Ms. Vicki L. Leach-Payne on behalf of Hummel, Gretchen J. Ms.