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Attached Agreements are
not in electronic format and
are not "source" documents.

January 14, 2008

Ms. Reneé Jenkins
Secretary, Public Utilities Commission of Ohio
180 East Broad Street, 13th Floor
Columbus, Ohio 43215-3793

Re: Case No. 05-1173-CC-AEC
Cleveland Thermal Chilled Water Distribution, LLC

Dear Ms. Jenkins:

Pursuant to the Commission's October 26, 2005 Finding and Order in this matter, I am submitting to the Commission a District Cooling Agreement by and between Cleveland Thermal and United Way of Greater Cleveland. The October 26, 2005 Finding and Order granted the request that subsequent District Cooling Agreements similar to the one approved in Case No. 05-1173-CC-AEC be deemed approved upon filing unless the Commission affirmatively acts within thirty days to suspend approval of the Agreement.

The Agreement with United Way of Greater Cleveland is very similar to the one approved in Case No. 05-1173-CC-AEC on October 26, 2005. It has a term of ten years with two renewable five year periods upon mutual agreement of the parties. I ask that the Commission deem this Agreement approved by February 10, 2008 unless the Commission acts affirmatively to suspend it.

Thank you in advance for your cooperation.

WASHINGTON

1828 L St. NW
Eleventh Floor
Washington, DC 20036-5109
202.467.8800

CLEVELAND

1375 East Ninth St.
2100 One Cleveland Center
Cleveland, OH 44114-1724
216.479.6100

CINCINNATI

221 East Fourth St.
Suite 2000, Atrium Two
PO Box 0236
Cincinnati, OH 45201-0236
513.723.4000

ALEXANDRIA

277 South Washington St.
Suite 310
Alexandria, VA 22314
703.837.6999

AKRON

106 South Main St.
Suite 1100
Akron, OH 44308
330.208.1000

Ms. Reneé Jenkins
January 14, 2008
Page 2

Sincerely yours,

/s/

Stephen M. Howard

Attorneys for
Cleveland Thermal Chilled Water
Distribution Co., LLC

SMH/jab

Enclosures

cc: Steve Losh (with enclosure)
Sandra Franklin, City Clerk and Clerk of Council (with enclosure)
Robert J. Triozzi, Director of Law (with enclosure)

DISTRICT COOLING AGREEMENT

BY AND BETWEEN

CLEVELAND THERMAL, LLC

AND

UNITED WAY OF GREATER CLEVELAND

**DISTRICT COOLING AGREEMENT
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DISTRICT COOLING AGREEMENT

This Agreement is entered into on this 21st day of May, 2007, between **United Way of Greater Cleveland**, located at 1331 Euclid Avenue, Cleveland, Ohio 44114 (hereinafter referred to as *Customer*) and **CLEVELAND THERMAL CHILLED WATER DISTRIBUTION CO., LLC**, located at 1921 Hamilton Avenue, Cleveland, Ohio 44114 (hereinafter referred to as *Company*).

WHEREAS, *Company* is engaged in the business of processing and treating chilled water which is used to air condition buildings in certain areas of the City of Cleveland, Ohio; and

WHEREAS, *Customer* is owner of a certain building(s) and desires to use the processed chilled water for air conditioning purposes.

NOW THEREFORE, for mutual consideration, *Company* and *Customer* agree as follows:

1. SALE AND PURCHASE OF CHILLED WATER

- A. *Company* shall sell to *Customer* and *Customer* shall purchase from *Company* the total chilled water requirements of a certain building known as the United Way Services Building, subject to the terms and conditions agreed to by *Customer* and *Company* and set forth herein.
- B. *Customer* shall have the right to subcontract for the sale of chilled water to tenants within the Building; however, *Customer* shall not subcontract for the resale of the chilled water for use in any other building without prior written consent of *Company*. In order to assist *Company* with capacity planning efforts, *Customer* shall notify *Company* of any anticipated changes in *Customer's* capacity requirements.

2. TERM OF AGREEMENT

- A. The initial term of this Agreement shall be for a period of 10 years.
- B. At the end of the initial term, this Agreement may renew for: two, five- year periods, upon mutual agreement of both parties. The decision to continue shall be reached at least six months prior to the end of the term.

- C. The Service Commencement Date is the date on which Company first opens Building supply and return isolation valves to provide initial fill of Customer's building air conditioning system. The Service Commencement Date is expected on or about the 15 day of July, 2007

3.

COOLING SPECIFICATIONS

- A. Company shall supply chilled water to Customer through Company's distribution system from its central plant at a normal operating pressure of between 90 psig and 150 psig, subject to the pumping provisions of Paragraph 4E. Company's central plant relief valves are set to limit distribution pressure at the central plant to 180 psig.
- B. Company shall supply chilled water to Customer at a temperature of between 40°F and 42°F during the months of May, through October, and between 38°F and 50°F during the months of November through April.
- C. Temperature of the return water is critical to efficient and cost effective operation of the district cooling system. Customer shall return water to Company at a temperature of at least 55°F. If Customer returns water to Company at temperatures less than 52°F Company may assess Customer a return temperature surcharge according to the provisions of Paragraph 6D. If Customer returns water to Company at temperatures greater than 57°F, Company may credit Customer with a return temperature incentive according to same Paragraph 6D. Return temperature adjustment provision is only in effect when building is operating at or above 75% of Contract Capacity.

4. **INSTALLATION OF EQUIPMENT**

- A. Company shall design, locate, own, construct and install, at its own expense, all district cooling equipment and piping necessary to produce and deliver chilled water to Customer and to receive returned water from Customer at a point located within five feet at the northwest corner of the Basement Mechanical Room. (*Point of Delivery*).

- B. If the Point of Delivery is located within a structure owned by Customer, then Customer agrees to provide pipe penetrations through the structure's wall or foundation for Company's piping. However, Customer may request and Company may elect to install such pipe penetrations for Customer, provided that Customer releases Company from any liability resulting from damage or loss to Customer's property. Customer election and release are contained in Exhibit 2 which exhibit is incorporated into this Agreement.
- C. Company shall furnish, install, own and maintain, at its expense, isolation valves and such metering equipment as it deems appropriate to measure the cooling service to the Building, and Customer agrees to provide adequate space to Company (at no additional cost to Company) in its Building for such purpose and to allow reasonable access thereto at all times. Except as provided in Paragraph 4B of this Agreement, Customer shall design, own, construct and install, at its own expense, piping necessary to connect to Company's piping at the Point of Delivery, and all cooling equipment including but not limited to pumps, valves, insulation, gauges, and controls capable of returning water to Company at a temperature of at least 55°F.
- D. Customer shall provide for the pumping requirements due to friction within its system and any head requirements above 90 psig, and take steps to assure at all times that no shocks or over pressure is placed on Company's district cooling system from Customer's system.
- E. Company shall have the right, but not the duty, to inspect, review and approve the connection of Customer's equipment and piping to Company's district cooling system for the purpose of determining that Customer's equipment and piping will operate safely and will not cause damage or adversely affect the performance of Company's district cooling system. Company's inspection right shall in no way impose a duty or liability on Company with respect to the lawful, safe or proper operation of Customer's equipment and piping. Customer represents to Company that it is not relying upon Company's expertise or knowledge in

connection with the design or operation of Customer's equipment or the use of district cooling in the Building.

5. COOLING CAPACITY

- A. The amount of cooling capacity reserved by the Company for Customer's use under this Agreement shall be 156tons of refrigeration (*Contract Capacity*).
- B. During the term of this Agreement, Company will make reasonable efforts to meet Customer's demand for cooling during any one-hour period (*Actual Demand*), consistent with generally accepted industry practices. While the Company is not obligated to furnish cooling in excess of the Contract Capacity, Company will at all times use reasonable efforts to meet Customer's Actual Demand when in excess of Contract Capacity.
- C. *Billing Demand* is the Customer's highest one-hour Actual Demand during each month Billing Period (*Monthly Peak*) or the Contract Capacity, whichever is greater. The monthly Capacity Charge shall be equal to the product of Billing Demand times the Capacity Rate shown in Exhibit 1.
- D. If at any time after the third anniversary of the Service Commencement Date, Customer institutes a verifiable energy conservation program which reduces Customer's demand for cooling, Customer may request Company to reduce Contract Capacity. Such request must be in writing, and upon receipt of such request, Company shall study Customer's cooling requirements during the succeeding twelve (12) months by evaluating such parameters as Buildings' occupancy, Actual Demand vs. ambient dry bulb and wet bulb temperatures, and any other relevant information. Upon completion of Company's study, Company shall adjust Contract Capacity, if warranted, based upon Company's findings. The adjustment to Contract Capacity will be retroactive to the date of Company's receipt of request. In no event, however, shall Contract Capacity be adjusted to an amount less than 156 tons

- E. If Customer's highest one-hour Actual Demand during any calendar year (*Annual Peak*) exceeds 156 tons for any two (2) consecutive years, Contract Capacity shall be immediately increased to equal the average of the two (2) previous Annual Peak demands. For the purpose of Paragraph 5, the time between the Service Commencement Date and December 31st of the same year shall be deemed a calendar year only if the Service Commencement Date is prior to July 1st.
- a. Effective with the Service Commencement Date, the Contract Capacity will be capped at 156 tons for 36 months.
- F. The determination of Customer's Actual Demand shall be based upon one-hour average demands for cooling and not upon Customer's instantaneous peaks. Actual Demand shall not include readings resulting from accidents involving the Buildings such as the malfunction of any equipment or any mechanical, electrical or any other system located within the Building.

6. RATES

Customer shall be billed and shall pay for cooling service on a monthly basis (*Billing Period*) the combined total of charges for capacity, consumption, and lost water and, if applicable, an adjustment for temperature differential performance. These charges are calculated as follows:

- A. *Capacity Charge*. The Capacity Charge shall be equal to the product of the Capacity Rate shown in Exhibit 1 times the Billing Demand. Billing Demand shall equal the highest one-hour Actual Demand during the Billing Period (*Monthly Peak*) or the Contract Capacity, whichever is greater.
- B. *Consumption Charge*. The Consumption Charge shall be equal to the product of the Consumption Rate shown in Exhibit 1 times the total number of ton hours of cooling consumed by Customer during the Billing Period.
- C. *Lost Water Charge*. The Lost Water Charge shall be equal to the Lost Water Rate shown in Exhibit 1 times the total gallons of chilled water lost in Customer's Buildings during the Billing Period as verified by Company installed flow device(s).

D. *Return Temperature Adjustment.* The Return Temperature Adjustment is an incentive for efficient performance and a surcharge for non-compliance with return water temperature settings. The design return temperature is 55°F.

Pursuant to the terms of Paragraph 3C, a Return Temperature Adjustment may be applied to the Customer's monthly consumption volume only during those months when Actual Demand is greater than or equal to 75% of Contract Capacity. The Return Temperature Adjustment shall not be assessed during seasonal start-up or shut-down of Customer's system.

The monthly invoice amount for the Return Temperature Adjustment shall be equal to the Return Temperature Adjustment Rate shown in Exhibit 1 times all ton hours so delivered during that Billing Period.

The Adjustment is a credit to the Customer's monthly billing amount when Customer returns water to Company at more than 57°F. The Adjustment is added to the monthly billing amount when Customer returns water to the Company at less than 52°F. No Adjustment shall be assessed when Customer returns water to the Company between 52°F and 57°F.

E. *Adjustments.* In the event that Company cannot provide continuous chilled water service to Customer in accordance with the terms and conditions of this Agreement for a period exceeding twenty-four (24) hours, Company shall make a pro rata adjustment to Customer's Capacity Charge based on the amount of time such service was not provided during the applicable Billing Period.

F. *Escalations.* The rate in Paragraph 6A shall escalate on an annual basis each April 1st following the Service Commencement Date, in an amount equal to 2% plus 1/2 of any increase in the CPI-AUC for the prior calendar year.

The rates in Paragraphs 6B, 6C, and 6D can be escalated on an annual basis each April 1st following the Service Commencement Date, by an amount not to exceed 1.25 times the increase in the CPI-AUC for the prior calendar year.

In the event the publication of the CPI-AUC is discontinued, the Company will use a revised or replacement index that is similar to the discontinued CPI-AUC.

G. *Late Charge.* If Company has not received payment on any bill within thirty (30) days from the date thereof, then interest shall accrue on the unpaid balance at the rate of 1.5% per month from the date of the bill until the date of payment.

7. CONDITIONS TO RECEIVE DISTRICT COOLING

This Agreement is subject to the Conditions to Receive District Cooling attached as Exhibit 3 which Company may, with due notice to Customer, amend from time to time by revising or adopting additional conditions which are reasonably necessary in Company's opinion to assure proper, efficient, and safe operation of Company's district cooling system. All such amendments to the extent reasonably possible shall be applied uniformly throughout the system and shall become a part of this Agreement and Customer shall be bound upon receipt of a copy thereof.

8. PERMITS AND EASEMENTS

Company shall use all reasonable efforts to secure and maintain all necessary permits, easements, ordinances and licenses over private and public property and any other approvals that may be required to operate the district cooling system. Company and Customer agree that all obligations of Company to perform under this Agreement are contingent upon and subject to securing and maintaining all permits, easements, ordinances, licenses and approvals referred to in the preceding sentence; otherwise, unless specifically agreed to the contrary this Agreement shall terminate and neither party shall have any further obligation hereunder. Customer agrees to assist and cooperate with Company, and further agrees to allow the running of service lines and placement of valve pits within and on Customer's property, and hereby grants to Company an easement for such purpose at no cost to Company. Company shall provide advance notice and coordinate the installation of such service lines and valve pits with Customer.

9. CANCELLATION OF AGREEMENT

- A. Customer may cancel this Agreement without penalty upon an event of default by Company arising from the failure of Company to perform hereunder, which failure continues for a period of more than 30 days following a written demand to Company by Customer to cure such default, and which default materially affects the delivery of chilled water hereunder.
- B. Customer may cancel this Agreement at any time by paying to Company a cancellation charge equal to the Capacity Rate (at the time of cancellation) multiplied by the Contract Capacity then in effect and the number of months remaining under the term of the Agreement.
- C. Company may cancel this Agreement upon prior written notice to Customer of a default arising from the failure of Customer to perform hereunder, which failure continues for a period of more than 30 days following a written demand by Company to cure such default. In such event, Customer shall pay to Company a cancellation charge equal to the Capacity Rate (at the time of cancellation) multiplied by the Contract Capacity (then in effect) and the number of months remaining under the term of the Agreement. This cancellation charge shall be in addition to any other damages incurred by Company as a result of breach of this Agreement by Customer.
- D. In the event of cancellation by either party, Company shall discontinue providing chilled water hereunder, and may enter Customer's premises to remove Company's equipment and piping.
- E. All obligations of Customer that arose prior to the cancellation of this Agreement (including, without limitation, the obligation to pay the cancellation charge and any amount outstanding for chilled water supplied to the Customer prior to cancellation) shall survive the cancellation hereof. No eminent domain or condemnation proceedings with respect to the premises shall relieve Customer of its obligations hereunder.

10. INDEMNIFICATION

Each party shall indemnify, hold harmless and defend the other party against any injury, damage, claim, loss, cost or expense incurred by the party, its employees, contractors, agents, successors or assigns, caused by the negligent act or omission of the other party.

11. OBLIGATION OF PARTIES

Company will at all times use reasonable efforts to provide Customer with district cooling under this Agreement. However, due to events beyond its control, Company does not warrant or guarantee uninterrupted service and shall not be liable for any special, direct, indirect or consequential damages relating to or arising from an interruption in service (or other breach of this Agreement) including, without limitation, damages for lost rents or lost profits.

Customer shall at all times use reasonable efforts to receive chilled water in the Building and each party shall design, construct and operate its equipment and piping in an efficient, safe and reliable manner and shall maintain it in good working condition.

The obligations of either party to perform under this Agreement (other than the obligation of Customer to pay for chilled water hereunder) shall be suspended to the extent that such party is unable to perform as a result of causes beyond the reasonable control and without the fault or negligence of that party, including but not limited to equipment breakdown, accidents, strikes, acts of nature and governmental action. In such event, a party shall give notice thereof to the other party and use reasonable efforts to eliminate the cause as quickly as possible.

12. WAIVER OF REMEDIES

Each remedy under this Agreement shall be cumulative and in addition to any other remedy provided by law. The failure of either party to insist on strict performance of any provision under this Agreement, or to take advantage of any right hereunder shall not be construed as a waiver of such provision or right. This Agreement, including the exhibits attached hereto, represents the sole agreement between the parties with reference to the service contracted for herein.

13. NOTICES

All notices, demands, requests, reports and statements provided for in this Agreement shall be made in writing and delivered in person or by regular mail addressed as follows:

To Company: Cleveland Thermal Chilled Water Co., LLC
1921 Hamilton Avenue
Cleveland, Ohio 44114
Attention: President

To Customer: United Way of Greater Cleveland
1331 Euclid Avenue
Cleveland, Ohio 44114
Attn: President

or to such other address and person as either party may, from time to time, notify the other in writing.

14. WARRANTIES AND REPRESENTATIONS

Except as expressly stated herein, Company makes no warranties or representations, express or implied, as to any matter whatsoever related to the interconnection or performance of the district cooling system to Customer's Building including the design, capacity, efficiency and operation thereof.

15. AMENDMENTS

Except as provided in Paragraph 7 of this Agreement with respect to amendments to Exhibit 1 (Conditions to Receive District Cooling), any amendments or changes shall be in writing and by mutual agreement of both parties.

16. ASSIGNMENT

This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns; provided, however, that neither party shall be relieved of its obligations and liabilities in the event of an assignment of this Agreement except as set forth below. In the event Customer (a) conveys fee title to the Building to a third party and (b) assigns its interest in this Agreement to the same third party and if that third party executes a written agreement in a form satisfactory to Company, (wherein such third party assumes and agrees to keep and perform promptly all of the Customer's obligations under this Agreement to be kept and performed from and after the

date of assignment), and provides evidence reasonably satisfactory to Company of its financial ability to discharge the obligations of this Agreement, then Customer shall be relieved of all its obligations under this Agreement not having theretofore accrued. In the event Company (a) conveys fee title to its chilled water plant to a third party and (b) assigns its interest in this Agreement to the same third party, and if that third party executes a written agreement wherein such third party assumes and agrees to keep and perform promptly all of Company's obligations under this Agreement to be kept and performed from and after the date of assignment, then Company shall be relieved of all its obligations under this Agreement not having theretofore accrued. Notwithstanding any other provision of this Agreement, Company and Customer agree that Company's performance under this Agreement shall be solely for the benefit of Customer. This Agreement shall not be construed as to confer any rights of a third party beneficiary upon any person or entity.

17. ESTOPPEL CERTIFICATE

Customer and Company agree, upon written request of the other to execute and deliver to the other, or to such person or entity as may be designated by the other, a certificate which: (a) identifies this Agreement and any amendments and states that this Agreement as so amended is in full force and effect and has not been further amended; (b) specifies the date through which amounts owing under this Agreement have been paid; and (c) states, that, to the best of the knowledge of the party delivering such certificate, neither Company nor Customer are in default of any of its respective obligations under this Agreement (or, if any such default or defaults is claimed, identifying the same).

18. ARBITRATION

Any claim or dispute involving an amount in controversy less than \$200,000 that arises out of or related to this Agreement or any breach thereof, shall be resolved by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Any arbitration shall be

conducted in Cleveland, Ohio. Reasonable discovery shall be permitted in any such arbitration subject to the control of the arbitrators and shall include, but not be limited to, depositions of the parties and production of documents. Claims or disputes involving an amount in controversy in excess of \$200,000 may be resolved by arbitration, but only at the election of the parties at the time of the dispute.

19. AUTHORIZATION

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers as of the date first above written.

UNITED WAY OF GREATER CLEVELAND:

By: [Signature] _____ Witness → [Signature] _____
Its: *President & CEO* CFO
Witness → [Signature] _____
Director Operations

COMPANY: CLEVELAND THERMAL CHILLED WATER CO., LLC

By: _____ Witness _____

Its: President
Witness

EXHIBITS

EXHIBIT 1—RATE SCHEDULE FOR DISTRICT COOLING SERVICE
(Effective April 1, 2007 through March 31, 2008)

A. CAPACITY RATE

\$18.5142 per month per ton of refrigeration.

B. CONSUMPTION RATE

\$0.2197 per ton hour consumed.

C. LOST WATER RATE

\$0.0236 per gallon lost in Customer's building during each billing period.

D. RETURN TEMPERATURE ADJUSTMENT

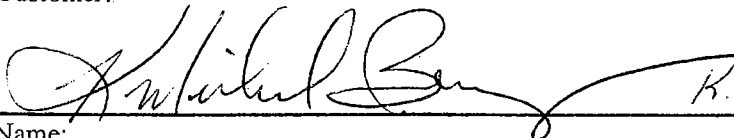
\$0.0236 per ton hour for all ton hours delivered pursuant to subparagraph 6D of this Agreement. This adjustment is only valid when Customer is operating at or above 75% of Contract Capacity.

- a. When return temperature is between 52°F and 57°F, no adjustment is applied;
- b. When return temperature is greater than 57°F, the metered volume of ton hours consumed under those conditions is subtracted from monthly invoice;
- c. When return temperature is less than 52°F, the metered volume of ton hours consumed under those conditions is added to monthly invoice.

EXHIBIT 2—CUSTOMER RELEASE PIPE PENETRATIONS

Pursuant to Paragraph 4B of the Agreement, Customer hereby requests Company to provide wall sleeves to Customer's contractor for installation. Further, Customer releases Company, its officers, employees, successors and assigns from any liability, claims, demands, actions and causes of action because of any injury, damage or loss to Customer's person or property that result or arise from Company's provision of wall sleeves for the pipe penetrations through Customer's foundation, unless such injury, damage or loss to person or property shall proximately result from the sole negligence of Company or Company's agents or employees.

United Way of Greater Cleveland
Customer:

 K. Michael Benz
Name:

President & CEO
Title:

5/21/07
Date:

EXHIBIT 3—CONDITIONS TO RECEIVE DISTRICT COOLING

A. Metering and Billing

- (i) Metering of the Customer's usage of chilled water supply and return will utilize a device which measures and records chilled water flow and water temperature difference and converts this relationship to ton hours. A *ton hour* is equivalent to 12,000 Btus of cooling. Company will supply the initial fill of treated water for the Customer's system. Any additional requirements beyond normal make-up will be charged at the Lost Water Rate then in effect.
- (ii) When a meter fails to register the quantity of chilled water consumed, Company will change or repair the meter and render a bill for the period of non-registration based on either of the following methods:
 - a. Estimates of the chilled water consumed on the basis of past usage during a similar period and under similar conditions; or
 - b. Estimates of the chilled water consumed on the basis of usage registered by the new or repaired meter during a subsequent period.
- (iii) Company may inspect and maintain its metering equipment located within the Building as needed. In the event Customer believes that the meters located within the Building are not operating properly, Customer may request, in writing, a test of the meters whereupon Company shall conduct a test upon the meters located in the Building. If the results of such test show that the meters have overstated the amount of product used by Customer by at least three percent (3%), then Company shall bear the costs of such test and shall either repair or replace the defective meters at its own expense. In all other cases, Customer shall bear the costs of such test. Customer and Company agree to negotiate in good faith the amount of any

retroactive adjustment, if any, to be made as a result of any meter test, whether such adjustment would result in payments by, or credits issued to Customer.

- (iv) Bills for chilled water will be rendered on a monthly basis and are due and payable on presentation.
- (v) Company may, at its option, estimate the billing. Over or under charges shall be compensated for at the next monthly billing.
- (vi) Should Company provide Customer with one or more additional delivery points, the chilled water supplied at each such point shall be separately metered and billed unless otherwise agreed to by the parties in writing.

B. Authorized Personnel

The stop valves and meter stop valves shall be operated only by authorized personnel of Company, except that the stop valves and meter stop valves may be closed by Customer in an emergency, but in no event shall they be opened by Customer after shut-off. Company shall be notified immediately of such shut-off.

No person, except a duly authorized employee of Company, shall be permitted to break or replace a Company seal or lock, or to alter or interfere with the operation of meters, or its connections, regulators or any other item of service equipment furnished by Company.

C. Maintenance and Repair of Customer Equipment

All repairs to Customer's piping and equipment shall be made by the Customer at Customer's expense. Customer shall give immediate notice to Company of any leakage or escape of chilled water.

Company shall not be required to supply chilled water until Customer's installations have been approved by all local authorities having jurisdiction over the same. If at any time a local authority or Company deems Customer's plant or equipment to be unsafe, Company reserves the right to withhold or discontinue services until the necessary corrective actions have been taken by Customer, and the

local authority and Company determine the Customer's plant or equipment to be in safe condition. Except in the case of an emergency, Company will notify Customer prior to discontinuing its delivery of chilled water for the reasons stated above.

D. Access to Customer's Premises and Building

Company's duly authorized representatives shall have the right of access to all of Company's property on the premises of Customer and on all other premises, with respect to which Company has secured easements, at all reasonable times, for the purposes of installing lines, inspecting, protecting, maintaining, and replacing, where necessary, its lines, meters and equipment, removing its property, or any other proper purpose. Except in the case of an emergency, Company shall give reasonable notice of its presence on Customer's premises.

E. Design Requirements for Compatibility of Equipment at Point of Delivery

Company will provide shut-off valves and cathodic protection isolation flanges when required. All other equipment and installation will be furnished as provided in Paragraph 4, with the exception that Company will furnish the meter primary flow element, separable thermometer wells, the meter proper and the necessary electronics and recorders for installation by Customer. Customer shall provide at the location determined for the meter a 120-volt, 60-cycle, single phase outlet.

The temperature control indicated for the control valves shall be provided by Customer.

The maximum combined running head on the chilled water system will be 180 psig at the central chilled water plant discharge. The maximum supply pressure anticipated at Customer's main supply valve is 150 psig. The maximum residual static head shall be 90 psig. Customer connections shall not exert static pressure head in excess of 90 psig. Customer shall install approved devices to reduce such excess pressures.

Customer shall provide booster pumps to supply the dynamic head required to overcome friction loss within its premises, and to supply any elevation head required above that provided by the supply system.

The accuracy of the metering is dependent upon maintaining a reasonably steady and high temperature rise across the system. This can be most easily accomplished by varying the flow.

All normal make-up water requirements will be provided by Company in the central chilled water plant. However, the make-up required should be very small and Customer is not to draw off water from the chilled water system. Company should be notified of any loss of chilled water.

All provisions for thermal expansion of the chilled water distribution system water volume will be provided by Company.

F. Clean and Flush of Customer's System

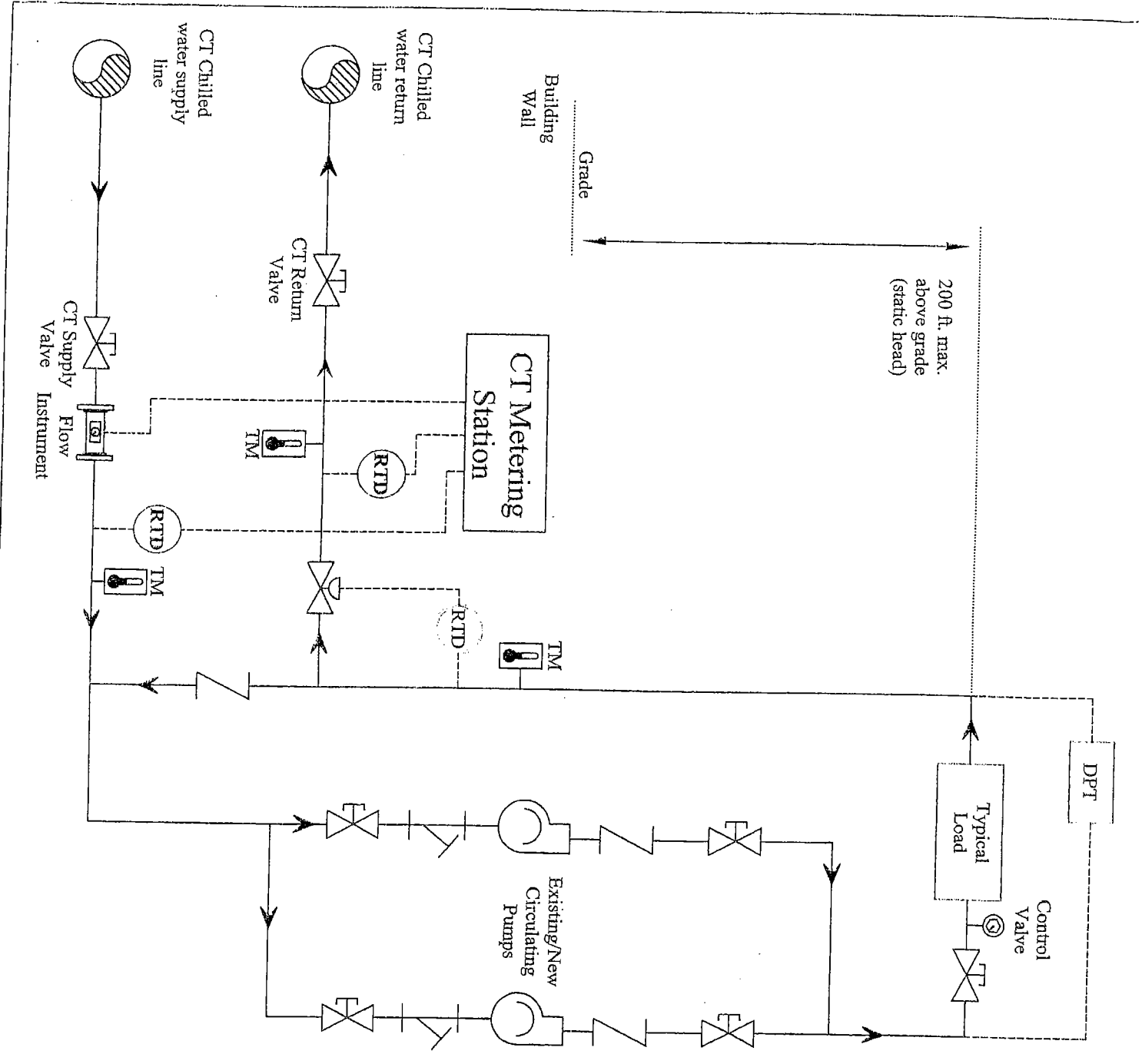
Customer shall properly clean, degrease and flush its chilled water system and make certain there are no leaks at the maximum operating pressure. Customer's own consulting engineers may recommend cleaning solutions and methods, but any such recommendations must be acceptable to Company. In the event no specific cleaning methods are proposed, Customer and Company will agree on mutually acceptable procedures.

G. Pressure Gauges and Strainer

Customer will furnish and install pressure gauges and a strainer in its return line as close as possible to the system connection to prevent foreign matter from its system entering Company's chilled water system.

The pressure drop through the strainer should be included in Customer's system friction losses for the sizing of its chilled water booster pumps. Filters shall be inspected by Customer at regular intervals and cleaned as required.

EXHIBIT ~~3~~₄—TYPICAL INTERCONNECTION DIAGRAM




- Notes:
1. Meter station is owned and maintained by CT.
 2. Chilled water and supply and return valves supplied by CT.
 3. Maximum status plus running head shall not exceed 340 feet.
 4. Automatic C.W. return temperature controller should have a 30°-70°F range with set point at 54°F and proportional plus integral control.
 5. Chilled water control parameters-70°F range with set point at 15° ΔT. and proportional plus integral control.
 6. Circulating pumps should be variable speed for proper system operation.
 7. Customer to supply uninterrupted 120 Volt circuit for instrumentation.

Meter position notes:
 10-18 pipe diameters upstream
 5-10 pipe diameters downstream

Legend

DPT	Differential Pressure Transmitter
RTD	Resistive Temperature Device
TM	Thermometer
⊗	Control Valve
⊘	Isolation Valve


Cleveland Thermal

Direct Chilled Water Connection

Drawn by: TMC	Revision No. 1	Revision Date 6-19-06
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SCHEDULE A

AMENDMENT TO DISTRICT COOLING AGREEMENT

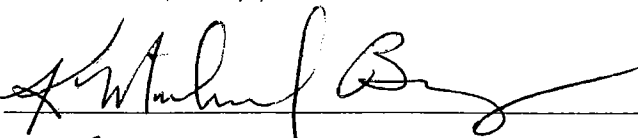
This Amendment ("Amendment") amends the existing District Cooling Agreement dated **United Way of Greater Cleveland**, between _____ ("Customer") and **Cleveland Thermal Chilled Water Co., LLC**, ("Company"). This Amendment will be attached to the Agreement as Schedule A.

Only those terms and conditions specifically amended below will supersede the existing terms and conditions of the Agreement. All other terms and conditions in the agreements not inconsistent herewith will remain in full force and effect. For valuable consideration, the parties agree to amend this agreement as follows:

1. In the event Customer terminates chilled water agreement prior to the first renewal term, Customer will pay termination charges for the unamortized portion of the connection cost. See schedule below as an example of termination charges based on an estimated connection cost of \$175,000. The actual termination charge will be based on the actual connection cost incurred by the Company, which Company agrees to notify Customer promptly when such final connection costs are available:

Termination Charge Table:

Year one	\$ 175,000
Year two	\$ 157,500
Year three	\$ 140,000
Year four	\$ 122,500
Year five	\$ 105,000
Year six	\$ 87,500
Year seven	\$ 70,000
Year eight	\$ 42,000
Year nine	\$ 35,000
Year ten	\$ 17,500

By:  (Name)

President & CEO (Title)

Date: 5/21/07

CLEVELAND THERMAL CHILLED WATER CO., LLC

By: _____ (Name)

Marc G. Divis,

President (Title)

Date: _____

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

1/14/2008 10:47:00 AM

in

Case No(s). 05-1173-CC-AEC

Summary: Agreement Cleveland Thermal Chilled Water Distribution, LLC Agreement electronically filed by Stephen M Howard on behalf of Cleveland Thermal Chilled Water Distribution, LLC