

Stephen M. Howard
Direct Dial (614) 464-5401
Facsimile (614) 719-4772
E-Mail - smhoward@vorys.com

The Application and Exhibits are not in electronic format and are not source documents.

April 10, 2009

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

Re: Akron Thermal, Limited Partnership
Case No. 09-315-HT-ATA

Dear Ms. Jenkins:

Please find attached an Application of Akron Thermal, Limited Partnership for approval of revised tariffs. Akron Thermal proposes to provide hot water heating service to approximately ninety-eight customers under its tariff as opposed to serving them under a long term contract which will expire later this year.

Also attached is Exhibit A (current tariff sheets affected), Exhibit B (proposed tariff sheets), and Exhibit C (description of and rationale for the proposed tariff change).

Thank you in advance for your cooperation.

Sincerely yours,

/s/

Stephen M. Howard
Attorneys for Akron Thermal, Limited Partnership

SMH/jab
Enclosures

cc: Steve Puican (with enclosure)
Rick Pucak (with enclosure)

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In The Matter of the Application of :
Akron Thermal, Limited Partnership : Case No. 09-315-HT-ATA
For Approval of Revised Tariffs. :
:

APPLICATION

Pursuant to Section 4909.18, Revised Code, Akron Thermal, Limited Partnership (“Akron Thermal”) respectfully submits this application not for an increase in tariffed rates to amend its tariffs and states the following:

1. Akron Thermal is a Delaware limited partnership and is a public utility and a heating and cooling company pursuant to Sections 4905.02 and 4905.03(A)(9), Revised Code.
2. Akron Thermal has been providing steam and hot water service to customers in Akron, Ohio under the jurisdiction of this Commission.
3. Akron Thermal has been providing hot water heating service to approximately ninety-eight customers in the Canal Park Condominium for over twenty years.
4. Service has been provided pursuant to a contract. That contract will expire in September of 2009.
5. Under this contract the ninety-eight hot water heating customers have been paying a fixed price for service regardless of the individual or collective monthly consumption levels of steam energy.
6. Akron Thermal seeks to modify and apply its tariff to the Canal Park Condominium hot water heating customers so that hot water heating service will continue after the expiration of the contract in September, 2009.

7. Instead of installing meters for each customer, Akron Thermal proposes to install a single master meter at the location of its choice in order to collect demand and usage data only for the purpose of preparing bills for hot water heating consumed by Canal Park Condominium hot water customers. Akron Thermal proposes to read such a master meter on a monthly basis and to deduct any actual measured hot water heating consumed or demanded by any customer situated upstream from the Canal Park Condominium hot water heating customers.

8. Akron Thermal proposes to calculate such net demand and net usage of Canal Park Condominium hot water customers and to aggregate such demand and usage data. It proposes to apply the Rate 3 General Hot Water Service Rate Schedule in its tariff to that aggregate data and to calculate an average monthly demand and usage for each of the Canal Park Condominium hot water heating customers.

9. On the basis of such a procedure, Akron Thermal proposes to issue virtually identical monthly bills to each of the Canal Park Condominium hot water heating customers. Akron Thermal proposes in its calculations that it may deduct the cost of the water and energy used as makeup to the system.

10. In order to implement this proposal, it will be necessary to amend the language of pages 5 and 19 of its tariff dealing the provision of hot water heating service.

11. The proposed tariff amendment which is contained in Exhibit B is not an increase in tariffed rates, but is the application of an existing rate, Rate 3 General Hot Water Service Rate Schedule (originally created for hot water heating service), to the service provided by Akron Thermal to Canal Park Condominium hot water heating service customers. It is just and reasonable because it will provide for an average bill, based on monthly aggregate consumption, to each of the ninety-eight Canal Park Condominium hot water heating service

EXHIBIT A

(Current Tariff Pages Affected)

**RULES, REGULATIONS, AND RATES GOVERNING THE SUPPLY OF
STEAM AND HOT WATER SERVICE**

102.3 **Meter Combination:** The rate schedules of ATLP contemplate that Service will be supplied to each separate premise as a separate customer through a separate meter. Service used by the same person, firm, or corporation, delivered and measured separately, will not be combined nor will several premises be billed as one customer. More than one meter may be installed and the meters combined for billing purposes when in the opinion of ATLP conditions make such meter installation necessary.

102.4 **Meter Failure and Leakage:** If a meter fails to accurately register the amount of steam and/or hot water used, within the parameters set forth in Section 102.5 below, the bill for the billing period in which such error is discovered shall be adjusted on the basis of an estimated amount used. Where leaks occur in the Customer's pipes or apparatus resulting in loss of steam or hot water, the Customer shall be required to make immediate repairs and to pay an estimated amount of steam used.

102.5 **"Meter Accuracy":** Individual meters and associated metering equipment billing less than \$150,000 annually will be considered accurate if they register within three percent (3%) fast or three percent (3%) slow. Individual meters and associated metering equipment billing \$150,000 or more annually will be considered accurate if they register within two percent (2%) fast and two percent (2%) slow.

102.6 **"Meter Test":** ATLP will test any meter whenever there is reasonable cause to believe that it may be inaccurate. The company will also test a meter at the request of the customer. Should the customer so desire, said test will be performed in his presence. Meters registering within three percent (3%), fast or slow, shall be considered correct. All tested meters or metering equipment found registering accurately will be resealed and the date of testing will be stamped on the meter.

When a customer requests a meter test, the first test within any twelve (12) month period shall be at no charge to the customer. ATLP shall charge a meter test fee of \$120.00 for each subsequent meter test that is performed at the customer's request within the 12-month period. However, there shall be no payment required if the meter is found to be registering incorrectly.

ATLP will, in any event, test meters or metering equipment every two years, at no expense to the customer. Under any circumstances, ATLP will provide a copy of the meter test documentation to the Customer upon the Customer's request.

102.7 **Metering Problem and Underpayment or Overpayment:** In the event ATLP meter or

Issued: August 24, 2005

Effective for service rendered on and
after: September 28, 2005

Filed in accordance with the September 28, 2005 Opinion and Order of the
Commission
in Case No. 05-0005-HT-AIR

Issued By
AKRON THERMAL LIMITED PARTNERSHIP

P.U.C.O. No. 2

**RATES GOVERNING THE SUPPLY OF
STEAM AND HOT WATER SERVICE**

will be redetermined. Each new demand will remain in effect until superseded. The Monthly Demand Charge is a year around charge. Customers desiring a seasonal shut-off shall continue to pay the Monthly Demand Charge.

Monthly Minimum Charge:

The Monthly Minimum Charge will be the Monthly Demand Charge.

Delayed Payment Charge

Payment is due within twenty-one (21) days of the date of the bill. If the Customer does not pay by the twenty-first (21st) day an additional amount equal to one and one-half percent (1.5%) per month of the total unpaid balance, or \$2.00, whichever is higher, shall also become due and payable. This charge is not applicable to unpaid balances of Customers enrolled in Company approved payment plan arrangements.

Total Charges Subject to Multiplier

The total of all charges will be multiplied by 1.0498.

Returned Check Charge

A charge of \$25.00 will be added to the customer's account for each returned check.

Issued: November 9, 2001

Effective for service rendered on and
after: January 25, 2002

Filed in accordance with the January 24, 2002 Finding and Order of the
Commission
in Case No. 01-2922-HC-ATA

Issued By
AKRON THERMAL LIMITED PARTNERSHIP

EXHIBIT B

(Proposed Tariff Pages)

P.U.C.O. No. 2

RULES, REGULATIONS, AND RATES GOVERNING THE SUPPLY OF
STEAM AND HOT WATER SERVICE

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Nothing herein shall prevent the Company from installing a single master meter at the location of its choice in order to collect demand and usage data only for the purpose of preparing bills for hot water heating consumed by the Canal Park Condominium hot water customers. The Company may read such a master meter on a monthly basis and may deduct any actual measured hot water heating consumed or demanded by any customer situated upstream from the Canal Park Condominium hot water customers. The Company may calculate such net demand and net usage of Canal Park Condominium hot water heating customers, may aggregate such demand and usage data, may apply the Rate 3 General Hot Water Service Rate Schedule in this tariff to that aggregate data, may calculate an average monthly demand and usage for each of the Canal Park Condominium hot water heating customers and on the basis of such procedure, may issue virtually identical monthly bills to each of the Canal Park Condominium hot water heating customers. In its calculations, the Company may deduct the water and energy used as makeup to the system.

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Issued: April 10, 2009

Effective for service rendered on and
after: _____, 2009

Filed in accordance with the _____ of the
Commission
in Case No. 09-315-HT-ATA

Issued By
AKRON THERMAL LIMITED PARTNERSHIP

P.U.C.O. No. 2

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RATES GOVERNING THE SUPPLY OF
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The total of all charges will be multiplied by 1.0498.

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Nothing herein shall prevent the Company from installing a single master meter at the location of its choice in order to collect demand and usage data only for the purpose of preparing bills for hot water heating consumed by the Canal Park Condominium hot water customers. The Company may read such a master meter on a monthly basis and may deduct any actual measured hot water heating consumed or demanded by any customer situated upstream from the Canal Park Condominium hot water heating customers. The Company may calculate such net demand and net usage of Canal Park Condominium hot water heating customers, may aggregate such demand and usage data, may apply the Rate 3 General Hot Water Service Rate Schedule in this tariff to that aggregate data, may calculate an average monthly demand and usage for each of the Canal Park Condominium hot water heating customers and on the basis of such procedure, may issue virtually identical monthly bills to each of the Canal Park Condominium hot water heating customers. In its calculations, the Company may deduct the water and energy used as makeup to the system.

Issued: April 10, 2009

Effective for service rendered on and
after: _____, 2009

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Commission
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Issued By
AKRON THERMAL LIMITED PARTNERSHIP

EXHIBIT C

(Summary of the Changes and Rationale)

EXHIBIT C

For over twenty years, Akron Thermal or its predecessor has been providing hot water heating service to approximately ninety-eight customers in the Canal Park Condominium. Service has provided pursuant to a contract which will expire in September of 2009. These ninety-eight hot water heating customers have been paying a fixed monthly price for service regardless of the monthly individual or collective level of steam energy consumed.

Akron Thermal seeks to modify and apply its tariff to the Canal Park Condominium hot water heating service customers so that hot water heating service will continue after the expiration of the contract in September of 2009. Instead of installing meters for each customer, Akron Thermal proposes to install a single master meter at a location of its choice in order to collect, demand and usage data only for the purpose of preparing bills for hot water heating consumed by Canal Park Condominium hot water heating customers. Akron Thermal proposes to read such a master meter on a monthly basis and to deduct any actual measured hot water heating consumed or demanded by any customer situated upstream from the Canal Park Condominium hot water customers.

Akron Thermal proposes to calculate such net demand and net usage of Canal Park Condominium hot water customers and to aggregate such demand and usage data. It proposes to apply the Rate 3 General Hot Water Service Rate Schedule in its tariff to that aggregate data and to calculate an average monthly demand and usage for each of the Canal Park Condominium hot water heating customers. On the basis of such a procedure, Akron Thermal proposes to issue virtually identical monthly average bills to each of the Canal Park Condominium hot water heating service customers based upon monthly aggregate consumption.

Akron Thermal proposes in its calculations that it may deduct the water and energy used as makeup to the system.

The proposed tariff amendment is just and reasonable because it will provide for an average monthly bill to each of the ninety-eight Canal Park Condominium customers based upon the monthly collective consumption of hot water heating service energy. This bill may vary from month to month but each customer will receive the monthly average bill. The structure of the monthly bill will be similar to the structure of the monthly bill that such customers received in the past. If Akron Thermal were to have to install individual meters, the rates to customers would have to be increased to reflect such costs. By calculating an average bill based upon the single meter usage and demand data, the Canal Park Condominium hot water heating customers will be paying a compensatory rate based upon aggregate consumption. Because each individual bill will be an average bill based upon aggregate consumption, volatility in the bills from month to month will be tempered. Akron Thermal proposes this procedure only to apply to the Canal Park Condominium hot water heating customers. Under the circumstances of this case, Akron Thermal believes this tariff amendment is just and reasonable and should be approved.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/10/2009 11:47:48 AM

in

Case No(s). 09-0315-HT-ATA

Summary: Application Akron Thermal Application electronically filed by Stephen M Howard on behalf of Akron Thermal, Limited Partnership