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FILE

BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO

APPLICATION NOT FOR AN INCREASE IN RATES,  
PURSUANT TO SECTION 4909.18, REVISED CODE

RECEIVED-DOCKETING DIV  
2010 DEC -9 PM 5:08  
PUCO

IN THE MATTER OF THE APPLICATION OF )  
CLEVELAND THERMAL STEAM DISTRIBUTION, )  
LLC FOR CLARIFICATION OF P.U.C.O. NO 1, )  
APPENDIX A, STANDARD STEAM SERVICE )  
AGREEMENT, PARAGRAPH 26, FOR )  
RECOVERY OF CERTAIN MANDATED COSTS. )

2977  
CASE NO. 10-\_\_\_-HT-ATA

1. APPLICANT RESPECTFULLY PROPOSES: (Check applicable proposals)

<input type="checkbox"/> New Service	<input type="checkbox"/> Change in Rule/Regulation
<input type="checkbox"/> New Classification	<input type="checkbox"/> Reduction in Rates
<input type="checkbox"/> Change in Classification	<input type="checkbox"/> Correction of Error
<input checked="" type="checkbox"/> Other, not involving increase in rates:	

Various related and unrelated textual revisions, without change in intent

2. DESCRIPTION OF PROPOSAL

Cleveland Thermal Steam Distribution, LLC proposes a revision to Appendix A, Standard Steam Service Agreement, to its tariff, P.U.C.O. No. 1, to clarify the provision for the recovery of certain mandated costs as addressed in Paragraph 26 therein. The revision is requested to make clear the original intent of Paragraph 26 and to make the method of recovery apparent to all steam distribution customers.

3. TARIFFS AFFECTED:

P.U.C.O. No. 1. Appendix A, Standard Steam Service Agreement, Paragraph 26.

4. Attached hereto and made a part hereof are: (Check applicable Exhibits)

☒ Exhibit A - existing schedule sheets (to be superseded) if applicable  
☒ Exhibit B - proposed schedule sheets

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This is to certify that the images appearing are an  
accurate and complete reproduction of a case file  
document delivered in the regular course of business.  
Technician 5 Date Processed 12-9-10

X   Exhibit B-1 – Red-lined tariff sheets showing changes made to existing tariffs

       Exhibit C-1

- (a) if new service is proposed, describe;
- (b) if new equipment is involved, describe (preferably with a picture, brochure, etc.) and where appropriate, a statement distinguishing proposed service from existing services;
- (c) if proposed service results from customer requests, so state giving if available, the number and type of customers requesting proposed service.

       Exhibit C-2-if a change of classification, rule or regulation is proposed, a statement explaining reason for change.

  X   Exhibit C-3 statement explaining reason for any proposal not covered in Exhibits C-1 or C-2.

- 5. This application will not result in an increase in any rate, joint rate, toll, classification, charge or rental.
- 6. Cleveland Thermal Steam Distribution, LLC respectfully requests the Commission to permit the filing of the proposed schedule sheets, to become effective on the date, subsequent to filing, to be shown on the proposed schedule sheets which will be filed with the Commission; and to be in the form of the schedule sheets in Exhibit B modified by any further revisions that have become effective prior to the effective date of the proposed schedule sheets.

Respectfully submitted,



Gretchen J. Hummel  
McNees Wallace & Nurick LLC  
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Columbus, OH 43215  
Telephone: (614) 469-8000  
Telecopier: (614) 469-4653  
[ghummel@mwncmh.com](mailto:ghummel@mwncmh.com)

**Attorney for Cleveland Thermal Steam  
Distribution, LLC**

## EXHIBIT A

25. Any claim or dispute involving an amount in controversy less than \$200,000 that arises out of or is related to this Agreement or any breach thereof shall be resolved by mutually agreeable alternative dispute resolution techniques, or arbitration and the rules of the American Arbitration Association shall apply. Any judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. 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 only at the election of the parties at the time of the dispute
26. System changes or modifications as mandated by any governmental authority or insurance company, are not a part of this service agreement in the event that Company must incur significant financial costs to comply with such requirements, a prorated amount of the total expense will be applied to each Mlb. of steam sold over a reasonable period.
27. Notices, requests, demands, statements, billings or other matters which Company or Customer desire or are required to provide to each other shall be in writing, where possible, and shall be considered as delivered when mailed post-paid and addressed as follows:

COMPANY

Cleveland Thermal Steam Distribution, LLC  
1921 Hamilton Avenue  
Cleveland, Ohio 44114  
Attention: President  
(216) 241-3636

CUSTOMER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

28. Company, at its sole cost and expense, shall make such filings for approval with the PUCO as may be required in connection with this Agreement, and shall use its best efforts to secure such approval.
29. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

## EXHIBIT B

25. Any claim or dispute involving an amount in controversy less than \$200,000 that arises out of or is related to this Agreement or any breach thereof shall be resolved by mutually agreeable alternative dispute resolution techniques, or arbitration and the rules of the American Arbitration Association shall apply. Any judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. 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 only at the election of the parties at the time of the dispute.
26. System changes or modifications as mandated by any governmental authority or insurance company, are not a part of this service agreement in the event that Company must incur significant financial costs to comply with such requirements, a prorated amount of the total expense will be applied over a reasonable time to each Mlb. of steam sold as an adder to the rates of each block of the base rates.
27. Notices, requests, demands, statements, billings or other matters which Company or Customer desire or are required to provide to each other shall be in writing, where possible, and shall be considered as delivered when mailed post-paid and addressed as follows:

COMPANY

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Attention: President  
(216) 241-3636

CUSTOMER:

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29. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**EXHIBIT B-1**

25. Any claim or dispute involving an amount in controversy less than \$200,000 that arises out of or is related to this Agreement or any breach thereof shall be resolved by mutually agreeable alternative dispute resolution techniques, or arbitration and the rules of the American Arbitration Association shall apply. Any judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. 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 only at the election of the parties at the time of the dispute
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29. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.



### **EXHIBIT C-3**

P.U.C.O. No. 1 provides for the recovery of certain costs mandated by governmental authority or insurance company which are not already reflected in base rates. The revisions requested in this application are for the purpose of clarifying the original intent of Paragraph 26 and to make the method of recovery as a part of base rates apparent to all steam distribution customers.