

WELTMAN, WEINBERG & REIS Co., L.P.A.

ATTORNEYS AT LAW

BROOKLYN HTS., OH
216.739.5100

BURLINGTON, NJ
609.914.0437

CHICAGO, IL
312.782.9676

CINCINNATI, OH
513.723.2200

CLEVELAND, OH
216.685.1000



ANDREW J. SONDERMAN

Attorney at Law

614.857.4383

Fax 614.233.6826

asonderman@weltman.com

COLUMBUS, OH
614.228.7272

DETROIT, MI
248.362.6100

GROVE CITY, OH
614.801.2600

PHILADELPHIA, PA
215.599.1500

PITTSBURGH, PA
412.434.7955

September 16, 2010

VIA ELECTRONIC FILING

Renée Jenkins
Secretary
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215-3973

Re: PUCO Case No. Case No. 10-1117-GA-ATA, Application Not For An Increase In Rates

Dear Ms. Jenkins:

On August 10, Northeast Ohio Natural Gas Corporation filed its Application for approval of Third Revised Sheet No. 23 and Original Sheet No. 23-A, to provide for marketer notification to Northeast when interrupting or terminating delivery of natural gas to Northeast for redelivery to a customer receiving transportation service.

Based on discussions with Staff, Northeast has agreed to a modification of the proposed tariff sheets filed as Exhibits B (clean copy) and Exhibit B-1 (redline copy) to clarify that the marketer notice is not required in circumstances when the interruption of delivery is caused by a condition beyond the Marketer's control to prevent.

Please substitute the attached clean and redline version of Third Revised Sheet No. 23 for Exhibit B and Exhibit B-1, respectively.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Andrew J. Sonderman', written over a horizontal line.

Andrew J. Sonderman
Counsel for Northeast Ohio Natural Gas Corporation

Enclosures

cc: Thomas J. Smith

RULES REGULATIONS AND RATES GOVERNING THE DISTRIBUTION AND
TRANSPORTATION OF GAS

standby service election; (10) cash out versus banking election and (11) banking percentage.

Applicant shall attach to the Application for Transportation Service a verified undertaking by Applicant's marketer or other source of natural gas to be delivered to Company for redelivery to Applicant, by which the marketer or other source of natural gas to be delivered by Applicant commits to provide telephonic, electronic mail or facsimile notice to Company ten (10) calendar days before the date said marketer interrupts or terminates delivery of natural gas to Company for redelivery to Applicant for any reason whatsoever (except a condition of force majeure or conditions beyond the marketer's control to prevent), explicitly including but not limited to default by Applicant under its agreement or agreements with said marketer. Failure of Applicant to submit such verified undertaking shall be grounds for denial of the Application. Failure of Applicant's marketer or other source of gas to provide the notice of interruption or termination of deliveries to Applicant as required herein shall be a default by Applicant under the Transportation Agreement and Company shall be entitled to terminate Transportation Service.

The Benefits and obligations of the Application for Transportation Service shall begin when Company commences to supply gas service. It shall inure to and be binding upon the successors survivors and executors or administrators, as the case may be and assigns, original parties thereto, respectively, for the full term thereof. However, no service may be assigned or transferred without the written consent of or approval of the Company which shall not unreasonably be withheld.

- 43. DELIVERIES OF CUSTOMER-OWNED GAS.** Subject to the limitations of Company's pipeline capacity in its system and its service obligations to other higher priority customers, Company will accept deliveries of Customer's gas at the point(s) of receipt for redelivery to Customer's facilities, in Mcfs, less unaccounted-for gas. Such gas volumes delivered to Company and redelivered to Customer shall be limited to maximum daily and annual transportation volumes for each facility. These volume levels shall represent the actual expected requirements of Customer's facilities and may be exceeded only with the prior consent of Company, which shall not be unreasonably withheld.

Filed pursuant to Case No. 10-1117-GA-ATA

ISSUED: September __, 2010

**EFFECTIVE: For bills Rendered on or after
September __, 2010**

**Issued By
Northeast Ohio Natural Gas Corp.
Thomas J. Smith, President**

RULES REGULATIONS AND RATES GOVERNING THE DISTRIBUTION AND TRANSPORTATION OF GAS

standby service election; (10) cash out versus banking election and (11) banking percentage.

Applicant shall attach to the Application for Transportation Service a verified undertaking by Applicant's marketer or other source of natural gas to be delivered to Company for redelivery to Applicant, by which the marketer or other source of natural gas to be delivered by Applicant commits to provide telephonic, electronic mail or facsimile notice to Company ten (10) calendar days before the date said marketer interrupts or terminates delivery of natural gas to Company for redelivery to Applicant for any reason whatsoever (except a condition of force majeure or conditions beyond the marketer's control to prevent), explicitly including but not limited to default by Applicant under its agreement or agreements with said marketer. Failure of Applicant to submit such verified undertaking shall be grounds for denial of the Application. Failure of Applicant's marketer or other source of gas to provide the notice of interruption or termination of deliveries to Applicant as required herein shall be a default by Applicant under the Transportation Agreement and Company shall be entitled to terminate Transportation Service.

The Benefits and obligations of the Application for Transportation Service shall begin when Company commences to supply gas service. It shall inure to and be binding upon the successors survivors and executors or administrators, as the case may be and assigns, original parties thereto, respectively, for the full term thereof. However, no service may be assigned or transferred without the written consent of or approval of the Company which shall not unreasonably be withheld.

- 43. DELIVERIES OF CUSTOMER-OWNED GAS. Subject to the limitations of Company's pipeline capacity in its system and its service obligations to other higher priority customers, Company will accept deliveries of Customer's gas at the point(s) of receipt for redelivery to Customer's facilities, in Mcfs, less unaccounted-for gas. Such gas volumes delivered to Company and redelivered to Customer shall be limited to maximum daily and annual transportation volumes for each facility. These volume levels shall represent the actual expected requirements of Customer's facilities and may be exceeded only with the prior consent of Company, which shall not be unreasonably withheld.

Deleted: 97-1724-GA-AIR
Deleted: ___
Deleted: March 5, 1999
Deleted: August
Deleted: March 8, 1999
Deleted: August

Filed pursuant to Case No. 10-1117-GA-ATA

ISSUED: September, 2010

EFFECTIVE: For bills Rendered on or after September, 2010

Issued By
Northeast Ohio Natural Gas Corp.
Thomas J. Smith, President

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

9/16/2010 4:53:45 PM

in

Case No(s). 10-1117-GA-ATA

Summary: Amended Application Third Revised Sheet No. 23 electronically filed by Mr. Andrew J Sonderman on behalf of Northeast Ohio Natural Gas Corporation and Smith, Thomas Mr.