

FILE

February 13, 2001

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Mr. Marty Hengely
Docketing Department
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215

Re: Case Number 99-661-GA-COI
Case Number 00-2450-GA-ATA
Case Number 89-500-AU-TRF

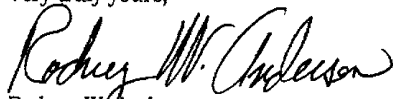
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PUCO

Dear Mr. Hengely:

In compliance with the Public Utilities Commission of Ohio's Order dated February 8, 2001 in Case No. 99-661-GA-COI and Case No. 00-2450-GA-ATA, Columbia Gas of Ohio, Inc. (Columbia) hereby submits for filing four final copies of tariff sheets for the following:

<u>Sheet Number</u>	<u>Description</u>
Thirty-seventh Revised Sheet No. 1b	Index
Third Revised Sheet No. 76	Customer Enrollment Procedure
Second Revised Sheet No. 76a	Customer Enrollment Procedure
Second Revised Sheet No. 76b	Customer Enrollment Procedure

Very truly yours,



Rodney W. Anderson
Attorney for
Columbia Gas of Ohio, Inc.
Enclosures

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**RULES AND REGULATIONS GOVENING THE DISTRIBUTION
AND SALE OF GAS**

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J. W. Partridge, Jr., Vice President

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION
AND SALE OF GAS****SECTION VI- Full Requirements Aggregation Service**

2. **Termination of Service.** The written agreement between the Marketer and the residential customer shall be terminated for non-payment of the customer gas cost provided the Marketer or Columbia has given no less than a thirty (30) day notice of termination of service. If Columbia provides the notice to the customer, it will send a copy of the notice to the Customer's Marketer.

(G) Customer Enrollment Procedure.

1. **Residential Customers and Commercial Customers that are not Mercantile Commercial Customers.** Residential Customers and Commercial Customers that are not Mercantile Commercial Customers must execute a "Customer Consent Form" which states that the customer has agreed to participate in the Program, and has signed a written agreement with the Marketer. This written agreement, and the written terms and conditions referred to in paragraph numbers 67(G)(1)(a)(1)(b)(1) and 67(G)(1)(a)(1)(b)(2), must state the terms and conditions covering the customer's gas supply purchase, and must include the applicable information specified by paragraph numbers 1, 2, 6, 7, 8 and 10 of the Code of Conduct on Sheet Nos. 73 and 74 of this tariff and paragraph numbers (F) 1. A) and (F) 1. B) of the Dispute Resolution procedures set forth on Sheet No. 75 of this tariff. The format of the consent form may be designed by the Marketer, but must include the information shown on Original Sheet No. 83.

- a) **Telephonic Enrollment.** In the alternative, Marketers may telephonically enroll Residential Customers and Commercial Customers that are not Mercantile Commercial Customers under the following conditions:
- 1) Telephonic enrollment shall not occur before 9:00 a.m. or after 9:00 p.m. Eastern Standard Time and Marketers shall not contact customers that have been placed on the Commission's "Do Not Call List". Marketers shall obtain the "Do Not Call List" quarterly from the Commission, with the creation, maintenance and distribution of such list being the sole responsibility of the Commission. While engaged in the telephone conversation with a potential customer, the Marketer must audio-tape in a date-stamped recording the complete conversation, including the following information:
 - (a) the telephonic enrollment conversation between the customer and the Marketer is being recorded;
 - (b) the customer either:
 - (1) has reviewed the terms and conditions of the Marketer's offer and that the written terms and conditions constitute the entire agreement between the Marketer and the customer; or,

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AND SALE OF GAS**

SECTION VI- Full Requirements Aggregation Service

- (2) has reviewed orally with the Marketer the terms and conditions of the Marketer's offer, and agrees to enroll in the program subject to the Marketer mailing the customer an enrollment confirmation letter containing the terms and conditions of the offer within three business days, and that the written terms and conditions constitute the entire agreement between the Marketer and the customer.
- (c) the customer wants to enroll with the Marketer;
- (d) the customer's name;
- (e) the customer's telephone number;
- (f) the customer's mailing address;
- (g) the customer's account number; and,
- (h) the appropriate enrollment cancellation period and a toll-free telephone number the customer may call to cancel enrollment:
- (1) For customers enrolled pursuant to section 67(G)(1)(a)(1)(b)(1), the Marketer must state that the cancellation period is seven days from the date on which the customer is enrolled telephonically; or,
- (2) For customers enrolled pursuant to section 67(G)(1)(a)(1)(b)(2), the Marketer must state that the Marketer will mail an enrollment confirmation letter containing the written terms and conditions (including price and applicable taxes) to the customer and that the customer has seven days from receipt of the Marketer's confirmation letter to cancel enrollment.
- (3) For all customers enrolled telephonically, the customer must be advised that if the contract is canceled by the customer, the Marketer will provide the customer with a cancellation number.

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COLUMBIA GAS OF OHIO, INC.

First Revised Sheet No. 76b

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION
AND SALE OF GAS****SECTION VI- Full Requirements Aggregation Service**

- 2) Following telephonic enrollment pursuant to section 67(G)(1)(a)(1)(b)(2), the Marketer must mail to the customer at the address verified by the inquiry, a letter confirming the customer's enrollment. This letter must contain a copy of the identical terms and conditions of the Marketer's offer, including price and applicable taxes. This letter must also conspicuously inform the customer of the right to cancel enrollment by calling a prescribed toll-free telephone number within seven business days of receiving said letter of confirmation, and must inform the customer that if the contract is canceled the Marketer will provide the customer with a cancellation number.
 - 3) In the event of any dispute involving a telephonic enrollment, the Marketer must make an audio tape of the customer enrollment available within three business days of a request by Columbia, the Commission or OCC on behalf of the customer.
- b) Internet Enrollment. As another alternative, Marketers may enroll Residential Customers and Commercial Customers that are not Mercantile Commercial Customers by means of the Internet provided that the terms and conditions of the agreement are publicly posted and accessible and include the applicable information specified by paragraph numbers 1, 2, 6, 7, 8 and 10 of the Code of Conduct on Sheet Nos. 73 and 74 of this tariff and paragraph numbers (F)1, A) and (F)1, B) of the Dispute Resolution procedures set forth on Sheet No. 75 of this tariff. The terms of the electronic publicly posted Internet agreement also shall state conspicuously that the customer has seven (7) business days from the date on which the customer is enrolled by means of the Internet to cancel the agreement and shall provide a toll-free telephone number and/or an Internet or e-mail means for the customer to cancel the agreement within this period of time. The agreement shall state that if the customer cancels the agreement, the Marketer will provide the customer with a cancellation number.

Internet enrollment will be permitted under the following additional conditions:

- 1) All Internet enrollment procedures shall be customer-initiated;

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