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Cinergy Corp.
139 East Fourth Street
P.O. Box 960
Cincinnati, OH 45201-0960

February 8, 2001

Ms Daisy Cockron
Chief, Docketing Division
Public Utilities Commission of Ohio
Docketing Division, 10th Floor
180 East Broad Street
Columbus, Ohio 43215-3793

CINERGY.

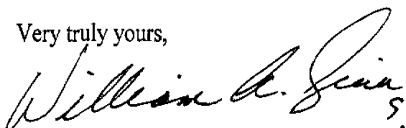
Dear Ms. Cockron:

Re: Case No. 99-661-GA-COI
In the Matter of the Commission's Investigation and Further Consideration of the Language Set Forth in the Tariffs of Columbia Gas of Ohio, Inc., The East Ohio Gas Company, and The Cincinnati Gas & Electric Company Regarding the Enforcement of the Customer Codes of Conduct for the Customer Choice Programs.

Enclosed for filing is an original and ten (10) conformed copies of pages 8 and 9 of Sheet No. 44, Rate FRAS, of CG&E's Tariff, P.U.C.O. Gas No. 18. The pages contain revisions to the current "Telephonic Enrollment" provisions, and are intended to conform to the process and consumer safeguards set forth in the Competitive Retail Electric Service Rules issued by the Commission in Case No. 99-1611-EL-ORD (CRES rules).

Please receipt-stamp the additional three (3) enclosed copies, and return for our file in the postage-paid envelope. Thank you.

Very truly yours,



William A. Ginn
Manager, Gas Rates &
Transportation Services

Enclosure

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 Bm Date Processed 2/8/01

The Cincinnati Gas & Electric Company
PSI Energy, Inc.

The Cincinnati Gas & Electric Company
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Sheet No. 44.3
Cancels and Supersedes
Sheet No. 44.2
Page 1 of 2

(C)

RATE FRAS

FULL REQUIREMENTS AGGREGATION SERVICE

TELEPHONIC ENROLLMENT

Suppliers may telephonically enroll eligible customers if they observe the following process:

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1. During a conversation with a potential residential or small commercial customer, a Supplier shall make a date and time-stamped audio recording, verifying before completion of the telephone call, at a minimum, the following:
 - a. the Supplier's identity and the exact purpose of the call;
 - b. a verbal statement and the customer's acknowledgement that the call is being recorded;
 - c. a verbal question and the customer's acknowledgement that the customer wishes to enroll with the Supplier;
 - d. a verbal question and the customer's acknowledgement that the customer is a CG&E customer of record, or is authorized to switch suppliers by the customer of record;
 - e. a verbal statement and the customer's acceptance of each of the principal terms and conditions for the service that will be provided, including, but not limited to:
 - (i) the service(s) to be provided;
 - (ii) the price;
 - (iii) the length of contract term;
 - (iv) an approximate service commencement date;
 - (v) the contract termination date, and any fees for customer cancellation prior to such date;
 - (vi) any material limitations, conditions, or exclusions;
 - (vii) any fees or costs to the customer;
 - (viii) if applicable, whether the Supplier will perform a credit check and require a deposit, including the amount; and
 - (ix) who will bill for the supplier's service(s).

Filed pursuant to an Entry dated January 4, 2001 in Case No. 99-661-GA-COI before the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by J. Joseph Hale, Jr., President

The Cincinnati Gas & Electric Company
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Sheet No. 44.3
Cancels and Supersedes
Sheet No. 44.2
Page 2 of 2

(C)

TELEPHONIC ENROLLMENT (Contd.)

- f. a verbal statement and the customer's acknowledgement that the supplier will, within one (1) calendar day, send the customer a written contract that details the terms and conditions that were summarized in the telephone call; (C)
 - g. a verbal statement and the customer's acknowledgement that the customer has seven (7) calendar days from the postmark date of the Supplier's confirmation notice to cancel the contract without penalty and a reminder that the Supplier will give the customer a cancellation number to confirm any cancellation of the contract during the cancellation period;
 - h. a toll-free or local telephone number the customer can call to cancel the contract;
 - i. if applicable, a verbal request for, and customer's providing of, the customer's utility-service account number; and
 - j. a verbal request for, and the customer's providing of, the customer's mailing address.
2. Following telephonic enrollment, the supplier shall:
- a. within one (1) calendar day, send the customer a written contract that details the terms and conditions summarized in the telephone call. Such contract shall in no way alter the terms and conditions to which the customer agreed in the telephone call;
 - b. retain the audio recording of the customer's enrollment for one (1) year after the contract with the customer is terminated; and
 - c. provide a copy of the audio recording to the Commission or its Staff within five (5) calendar days of a request.
3. The supplier shall send an electronic enrollment request to the Company no sooner than three (3) calendar days and no later than five (5) calendar days after sending the customer the written contract, unless a later start date is agreed to in the contract; and
4. The Supplier shall not initiate enrollment with the Company prior to the completion of the enrollment transaction with the customer.

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