

A. Whether the Commission should promulgate rules and regulations to address the relationship between aggregators and suppliers in a customer choice program? If so, what issues should be addressed?

This past selection period we as a supplier heard false statements concerning savings that customers would incur by using an aggregator, we would expect that aggregators would follow the same code of conduct that suppliers are held to. The following stipulations outlined below would need to be met by any and all third party aggregators before we as a supplier would negotiate.

- Payment made to consultant would be made monthly 15 days following the supplier file from Kinder Morgan, based on monthly actual usage rather than historical usage provided at the start of the program.
- Supplier would require a letter of credit from a third party aggregator before any contract is signed.
- Due to the volatility of the Natural Gas Market a 24 hour open bid is not acceptable; supplier would require the ability to refresh a bid based on the then current market.
- The supplier's right to disclose the aggregation fee paid to consultant would not be kept confidential.
- Due to the possibility of inaccurate account numbers supplier has the right to alter bid 24 hours after bid is accepted by consultant and Kinder Morgan has verified all accounts released from consultant to supplier are valid.
- Consultant agrees to provide account numbers and corresponding control numbers to supplier upon immediate acceptance of bid.

B. Whether a natural gas supplier can refuse to negotiate with a duly certificated and recognized aggregator on the grounds of fitness to perform the service of an aggregator.

How do you deem the fitness of the Aggregator? For Oneok Energy Marketing the criteria stated in response A would need to be met. Rather than negotiations taking place during the session, aggregators would need to submit a contract at least 120 days before the start of the session for legal to review.

C. Whether failure to honor a customer's choice to use an aggregator's services in a choice gas program constitutes a violation of the non-discrimination clause of the Code of Conduct contained in Kinder Morgan, Inc.'s September 8, 2004 Nebraska Gas Tariff Section 38.2E.

At this point it would depend on the situation, because there is no language in the tariff outlining Aggregators qualifications. If an Aggregator met all the qualifications listed in response A it would be discriminatory to not honor a customer's choice to use an aggregator.

D. Whether aggregated pools of customers should be offered bids when not represented by a certificated aggregator.

Aggregated groups of customers should be offered bids unless a third party requires a fee for services rendered, in which case they would need to be a certified aggregator meeting the criteria in response A.

Due to all the publicity surrounding the attempt by RnD Energy to aggregate customers in Nebraska for profit we feel that the suppliers should have a voice when it comes to changing the tariff. We appreciate the opportunity to give feedback at this time and look forward to future endeavors.