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Sent: Monday, April 16, 2001 1:47 PM
To: cdmetz@midcogen.com; dbmcvick@srpnet.com
Subject: GISB Contracts Subcommittee Meeting on Apr. 23, 2001

I have a comment on the form of contract that you and the subcommittee will be working on at your April 23rd meeting. By way of introduction, I am a Canadian lawyer and my organization is in the process of reviewing the contracts that it is using for gas sales and purchases. As part of that effort, I have been reviewing both the GISB and GasEDI forms. I hope that you and the subcommittee are aware of how much these documents and your efforts are appreciated by the rest of us in the gas industry.

I like the proposed change that has been inserted into section 1.2 of the most recent draft that I downloaded off of the subcommittee website, although I do agree with the marginal note that it would be better in s. 1.3 than as part of the Oral Transaction Procedure. Wherever the subcommittee decides to put that wording or something like it, I would ask that the subcommittee discuss whether that wording makes the last sentence of section 13.4 unnecessary and potentially contradictory. I would like to see that sentence deleted from section 13.4.

Thanks in advance for taking the time to consider the suggestion. I look forward to hearing that the new form of GISB short-term sales/purchase contract has been finalized.