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September 7, 2001

IN REPLY REFER TO:

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**VIA FEDEX**

Blanca S. Bayo, Director  
Division of Records & Reporting  
Florida Public Service Commission  
Capital Circle Office Center  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Re: **Petition for approval of budgeted payment plan (BudgetPay), by  
Peoples Gas System**

011186-GU

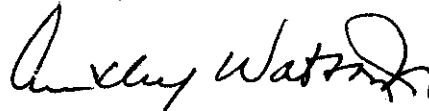
Dear Ms. Bayo:

Enclosed for filing on behalf of Peoples Gas System, please find the original and 15 copies of Peoples' petition referenced above. Enclosed also are (a) five copies of the revised tariff sheets for which approval is sought, (b) two "coded" or legislative versions of the new tariff sheets showing changes, and (c) a diskette containing the petition in WordPerfect 8.0 format.

Please acknowledge your receipt and the date of filing of the enclosures on the duplicate copy of this letter and return the same to the undersigned in the enclosed preaddressed envelope.

Thank you for your usual assistance.

Sincerely,



ANSLEY WATSON, JR.

AWjr/a  
Enclosures

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Blanca S. Bayo, Director  
September 7, 2001  
Page 2

cc: Mr. Wayne R. Makin

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In Re: Petition for approval of budgeted )  
payment plan (BudgetPay) by Peoples Gas )  
System )  
\_\_\_\_\_ )

Docket No. 011186-GU  
Submitted for Filing:  
9-10-01

**PETITION OF PEOPLES GAS SYSTEM**

Peoples Gas System ("Peoples" or the "Company"), by its undersigned attorneys, files its petition for an order approving modifications to its Natural Gas Tariff, Original Volume No. 3, to permit residential customers the option of participating in a new budgeted payment plan ("BudgetPay"). Revised tariff sheets containing the BudgetPay plan and other provisions are submitted with this petition. In support of its petition, Peoples says:

1. The name of the petitioner and the mailing address of its principal office are:

Peoples Gas System  
702 North Franklin Street, 7<sup>th</sup> Floor  
Tampa, Florida 33602

2. The names and mailing addresses of the persons authorized to receive notices and communications with respect to this petition are:

Ansley Watson, Jr., Esquire  
Macfarlane Ferguson & McMullen  
P. O. Box 1531  
Tampa, Florida 33601-1531

and

Angela Llewellyn  
Peoples Gas System  
P. O. Box 2562  
Tampa, Florida 33601-2562

DOCUMENT NUMBER - DATE

11226 SEP 10 01

FPSC-COMMISSION CLERK

3. Peoples seeks approval of its BudgetPay plan in order to offer residential customers the option of paying a budgeted, or average, amount each month in lieu of the amount actually due for gas service provided by the Company during a particular month. Each customer's budgeted payment amount will vary depending on the number of therms consumed by the customer during the past 12 months, as well as variations during those 12 months in the Company's purchased gas adjustment charge. Giving residential customers this budgeted payment option will allow them to plan ahead, and may reduce high bill concerns expressed by some customers.

4. Peoples has designed its BudgetPay plan with simplicity in mind for both the customer and the Company. Calculation of the initial budgeted payment amount will be based on the dollar amounts of the customer's bills for the most recent 12 months of the customer's billing history. If the customer has not been a gas customer of Peoples for a full 12 months, Peoples will use the best information available to establish the initial budgeted monthly payment amount. The best available information may be the previous 12 months gas usage history for the customer's address or, in the case of a new customer at a new location, the types of appliances installed and their estimated gas usage.

5. The customer's budgeted monthly payment amount will be recalculated one year after the customer commences participation in the plan. No other change will be made in the monthly payment amount unless a recalculation (based on more current billing history or a known change in therm consumption) yields a payment amount that differs by 25% or more from the payment amount then in effect. This adjustment should prevent the customer from having a significant deferred balance for the year which would then be transferred to the next year's payment. The customer will be notified of any change in the budgeted payment.

6. The customer's bill will display the same information it currently displays. However, the amount due will be the budgeted monthly payment. In addition, the current and total deferred balance will be shown. This balance, if positive (*i.e.*, a credit) at the end of the year, will be refunded to the customer. If the balance is negative (*i.e.*, a debit), one-twelfth of it will be added to the next year's recalculated budgeted payment amount.

7. Participation by an eligible residential customer in the BudgetPay plan will be voluntary. An "eligible residential customer" is a year-round residential customer who has no balance owing to the Company when participation in the plan begins.

8. Participation in the plan, once initiated, may be terminated on request of the customer at any time, or by the Company in the event the customer is delinquent in making payment of the budgeted monthly payment amount for two successive months, or the customer terminates his gas service from the Company. At these times, the customer's participation in the plan will be terminated and the customer will be required to settle his account with the Company in full. If a customer terminates participation in the plan, but remains a customer of Peoples Gas, the customer will be required to pay any deferred debit balance with his next regular monthly bill, and any deferred credit balance will be used to reduce the amount due for the next regular monthly bill.

9. Peoples submits that approval of its BudgetPay plan will enable the Company to offer an additional billing service to its residential customers, and is consistent with previous Commission decisions approving similar plans for other investor-owned utilities.

WHEREFORE, Peoples respectfully requests that the Commission grant this petition, and issue its order approving the modifications to the Company's Natural Gas Tariff, Original Volume

No. 3, which are submitted herewith, with such revised tariff sheets to become effective on November 1, 2001.

Respectfully submitted this 7th day of September, 2001.



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Ansley Watson, Jr.  
Macfarlane Ferguson & McMullen  
P. O. Box 1531  
Tampa, Florida 33601-1531  
Telephone: (813) 273-4200 or -4321  
Facsimile: (813) 273-4396 or -4397

Attorneys for Peoples Gas System

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**BILLING (Continued)**

**I. BudgetPay Plan (Optional)**

Residential Customers may elect to make budgeted monthly payments of amounts due the Company to help stabilize their monthly payments. To qualify for the BudgetPay plan, a customer must be a year-round customer and have no balance owing when beginning the plan. The Company shall have 30 days following a Customer's request to participate in the budgeted payment plan to implement such participation.

If a Customer requests to make budgeted payments, the initial budgeted payment amount is based on an average of the previous 12 months bills due the Company, including all applicable fees and taxes. If the Customer has not received Gas Service from the Company for the preceding 12 months, the Company will use the best information available to calculate the initial monthly payment amount. After the Customer's budgeted monthly payment amount has been initially established, the Company may recalculate the payment from time to time. If the recalculated budgeted payment amount varies by 25% or more from the budgeted payment amount then in effect, the Company may begin charging the recalculated amount on Customer's next successive bill.

Any current and total deferred balance will be shown on the Customer's bill. The Customer's budgeted payment amount will be recalculated on each anniversary of the Customer's initial participation in the plan. On such recalculation, any credit deferred balance will be refunded to the Customer, and one-twelfth of any debit deferred balance will be added to the following year's recalculated budgeted monthly payment amount.

An electing Customer's participation in the budgeted payment plan will be continuous unless the customer requests that participation in the plan be terminated or that Gas Service be terminated, or the Customer is delinquent in paying the budgeted payment amount for two successive months. At that time, the Customer's participation in the plan will be terminated and the Customer shall settle his account with the Company in full. If a Customer requests to terminate participation in the plan, but remains a Customer of the Company, the Customer shall pay any deferred debit balance with his next regular monthly bill, and any deferred credit balance shall be used to reduce the amount due for the next regular monthly bill. An electing customer may request that participation be terminated at any time.



**RESIDENTIAL SERVICE  
Rate Schedule RS  
(Non-West Florida Region)**

**Availability:**

Throughout the Non-West Florida Region of the Company.

**Applicability:**

Gas Service for residential purposes in individually metered residences and separately metered apartments. Also, for Gas used in commonly owned facilities of condominium associations, cooperative apartments, and homeowners associations, subject to the following criteria:

1. 100% of the Gas is used exclusively for the co-owner's benefit.
2. None of the Gas is used in any endeavor which sells or rents a commodity or provides service for a fee.
3. Each Point of Delivery will be separately metered and billed.
4. A responsible legal entity is established as the Customer to whom the Company can render its bills for said services.

**Monthly Rate:**

Customer Charge: \$7.00 per month

Distribution Charge: \$0.41117 per Therm

Note 1 - Rider LE (Load Profile Enhancement Non-West Florida Region ) rate applies to the above Distribution Charge for Customers meeting the conditions of such rider (See Sheet No. 7.801).

Note 2 - Company's BudgetPay plan is available to eligible Customers receiving Gas Service pursuant to this rate schedule (See Sheet No. 5.401-3).

The bill for the Therms billed at the above rates shall be increased in accordance with the provisions of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1.

Minimum Bill: The Customer charge.

**Special Conditions:**

1. The rates set forth above shall be subject to the operation of the Energy Conservation Cost Recovery Adjustment Clause set forth on Sheet No. 7.101-1.
2. The rates set forth in this schedule shall be subject to the operation of the Company's Competitive Rate Adjustment Clause (Non-West Florida Region) set forth on Sheet No. 7.101-4 .

**RESIDENTIAL SERVICE  
RATE SCHEDULE RS-WF  
(West Florida Region)**

**Availability:**

Throughout the West Florida Region of the Company.

**Applicability:**

For all residential purposes in separately metered individual family living quarters such as a single family dwelling or building, or in an individual flat or apartment in a multiple family dwelling or building or portion thereof occupied as the home, residence, or sleeping place of one or more persons. In addition, Gas used for commonly-owned facilities of condominium associations, cooperative apartments, and homeowner associations, subject to the following criteria:

1. 100% of the energy is used exclusively for the co-owners' benefit.
2. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
3. Each Point of Delivery is separately metered and billed.
4. A responsible legal entity is established as the Customer to whom the Company can render its bills for said service.

**Character of Service:**

Firm natural Gas or its equivalent with a nominal heating value not less than 950 BTU's per cubic foot.

**Monthly Rate:**

Customer charge \$7.00 per month

Distribution charge all Therms: \$0.32525 per Therm

Note 1: Company's BudgetPay plan is available to eligible Customers receiving Gas Service pursuant to this rate schedule (See Sheet No. 5.401-3).

Minimum Bill: The Customer charge.

**Terms of Payment:**

Bills shall not be considered delinquent prior to the expiration of twenty (20) days from the date of mailing or delivery by the Company.

**Special Conditions:**

1. The rates set forth above shall be subject to the operation of the Company's Purchased Gas Adjustment Clause set forth on Sheet No. 7.101-1.

**BILLING** (Continued) *RS-WF*

**I. BudgetPay Plan (Optional)**

Residential Customers may elect to make budgeted monthly payments of amounts due the Company to help stabilize their monthly payments. To qualify for the BudgetPay plan, a customer must be a year-round customer and have no balance owing when beginning the plan. The Company shall have 30 days following a Customer's request to participate in the budgeted payment plan to implement such participation.

If a Customer requests to make budgeted payments, the initial budgeted payment amount is based on an average of the previous 12 months bills due the Company, including all applicable fees and taxes. If the Customer has not received Gas Service from the Company for the preceding 12 months, the Company will use the best information available to calculate the initial monthly payment amount. After the Customer's budgeted monthly payment amount has been initially established, the Company may recalculate the payment from time to time. If the recalculated budgeted payment amount varies by 25% or more from the budgeted payment amount then in effect, the Company may begin charging the recalculated amount on Customer's next successive bill.

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An electing Customer's participation in the budgeted payment plan will be continuous unless the customer requests that participation in the plan be terminated or that Gas Service be terminated, or the Customer is delinquent in paying the budgeted payment amount for two successive months. At that time, the Customer's participation in the plan will be terminated and the Customer shall settle his account with the Company in full. If a Customer requests to terminate participation in the plan, but remains a Customer of the Company, the Customer shall pay any deferred debit balance with his next regular monthly bill, and any deferred credit balance shall be used to reduce the amount due for the next regular monthly bill. An electing customer may request that participation be terminated at any time.