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IN REPLY REFER TO:

Ansley Watson, Jr.
P.O. Box 1531
Tampa, Florida 33601
e-mail: aw@macfar.com

July 28, 2010

VIA FEDEX

Ann Cole
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RECEIVED-PPSC
COMMISSION
CLERK
JUL 29 PM 3:39

Re: Docket No. 100342-GU -- Petition for approval of tariff modifications for discontinuance of service for non-payment of bills, by Peoples Gas System

Dear Ms. Cole:

Enclosed for filing in the above docket on behalf of Peoples Gas System, please find the original and 12 copies of revised legislative versions of the tariff sheets that were attached to Peoples' petition in the above docket. These revisions have been made to accommodate requests made by the Commission Staff, and should be substituted for those that were attached to Peoples' petition.

Enclosed also are five revised copies of each of the following revised sheets to Peoples' Natural Gas Tariff, Original Volume No. 3, for which the Company's petition seeks the Commission's approval:

COM _____

APA _____

ECR All tariffs forwarded.

GCL _____

RAD _____

SSC _____

ADM _____

OPC _____

CLK _____

Second Revised Sheet No. 5.401-1

First Revised Sheet No. 5.401-2

These revised sheets should be substituted for those that accompanied the filing of Peoples' initial petition.

DOCUMENT NUMBER-DATE

06195 JUL 29 e

FPSC-COMMISSION CLERK

Ann Cole
July 28, 2010
Page 2

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

Thank you for your usual assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Ansley Watson, Jr.", with a stylized flourish at the end.

Ansley Watson, Jr.

AWjr/a
Enclosures

cc: Ms. Kandi M. Floyd (via e-mail)
Ms. Elisabeth Draper (via e-mail)

BILLING (Continued)

F. DISCONTINUANCE OF SERVICE AND/OR CHANGE OF OCCUPANCY

Unless otherwise provided in the specific rate schedule under which Customer receives Gas Service, a Customer intending to discontinue Gas Service shall furnish notice of such intent to Company not less than five (5) business days prior to the desired date of such discontinuation.

Customer shall be responsible for all Gas Service provided to the premises at which discontinuance is desired until the expiration of five (5) business days following Company's receipt of the notice required above.

Company will automatically terminate Gas Service to a Customer after acceptance by Company of a Gas Service Agreement from a succeeding occupant of the premises previously occupied by the Customer requesting termination of Gas Service.

G. DISCONTINUANCE OF SERVICE FOR NON-PAYMENT OF BILLS

Gas Service will be discontinued for non-payment of bills but only after Company has made a diligent attempt to have the Customer make payment, including at least five (5) business days' written notice to Customer, such notice being separate and apart from any bill for Gas Service, unless the controversy over the non-payment has been resolved through mutual agreement, or successfully disputed by Customer.

Notwithstanding any other provision of this rule the foregoing sentence, Company shall provide a limited extension of time, not to exceed thirty (30) days beyond the date Gas Service would normally be subject to discontinuance for non-payment of bills, discontinue Gas Service to a residential Customer whose Gas Service is medically essential, as affirmed by the certificate of a medical doctor licensed to practice in Florida (a "Medically Essential Service Customer"). Gas Service is "medically essential" if the residential Customer has a medical dependence on Gas-powered equipment that must be operated continuously or as circumstances require to avoid the loss of life or immediate hospitalization if such discontinuance will cause or severely aggravate a medical emergency of the Customer, a member of the Customer's family or another permanent resident of the premises where Gas Service is rendered provided that the Customer conforms to the procedures described in subparagraph (1) of this Section G. As used in this section, "medical emergency" means that the discontinuance of Gas Service would require hospitalization as certified by a medical doctor. The physician's certificate shall explain briefly and clearly, in non-medical terms, why continuance of Gas Service is medically essential. The Company shall provide the Medically Essential Service Customer with written notice specifying the date service will be discontinued based on the limited extension referenced above. The Medically Essential Service Customer shall be responsible for making mutually satisfactory arrangements to ensure payment within this additional extension of time for Gas Service rendered by Company and for which payment is past due, or making other arrangements for meeting the medically essential needs.

Issued By: Gordon L. Gillette William N. Cantrell, President

Effective: January 16, 2003

Issued On: December 31, 2002

No later than 12 noon one day prior to the scheduled disconnection of service to a Medically Essential Service Customer, the Company shall attempt to contact such customer by telephone in order to provide notice of the scheduled disconnect date. If the Medically Essential Service Customer does not have a telephone number listed on the account, or if the Company cannot reach such customer or other adult resident of the premises by telephone by the specified time, a Company field representative will be sent to the residence to attempt to contact the Medically Essential Service Customer, no later than 4 p.m. of the day prior to scheduled disconnection. If contact is not made, however, the Company may leave written notification at the residence advising the Medically Essential Service Customer of the scheduled disconnect date. The Company may thereafter discontinue Gas Service to the Medically Essential Service Customer on the scheduled disconnect date if payment is not made on or before such date.

~~1. Company will postpone the discontinuance of Gas Service for a period of seven (7) days to enable the Customer to arrange for payment, if the Customer produces a licensed Florida physician's statement or notice from a public health or social services official which identifies the medical emergency and specifies the period of time during which discontinuance will aggravate the medical condition. Thereafter, Company may discontinue Gas Service unless the Customer demonstrates by affidavit that:~~

- ~~a. neither the Customer nor any other permanent resident of the premises where Gas Service is rendered is able to make payment of the bill; or~~
- ~~b. that the Customer has sought available public assistance funds and will apply a reasonable portion of any payments of public funds or other income available to the Customer to the amount due; or~~
- ~~c. that the medical condition for which discontinuance of Gas Service was postponed continues to exist.~~

During the period that Gas Service is continued under the provisions of this section, the Customer shall continue to be responsible for the cost of the residential Gas Service.

BILLING (Continued)

- ~~2. Failure to submit the affidavit, failure to apply a reasonable portion of any public assistance funds or other income of the Customer to the amount owed to Company, or failure to respond to reasonable inquiries regarding the continued validity of the facts stated in the affidavit shall permit Company to discontinue Gas Service.~~
- ~~3. During the period that Gas Service is continued under the provisions of this section, the Customer shall continue to be responsible for the cost of the residential Gas Service.~~

H. ADJUSTMENT OF BILLS FOR METER ERROR

Whenever a Meter is found to have an average error as defined in Commission Rule 25-7.62, of more than two percent (2%) fast, Company will refund to Customer the amount billed in error for one half the period since the last Meter test. This one half period will not exceed twelve (12) months unless it can be shown that the error was due to some cause, the date of which can be fixed, in which case the overcharge will be computed back to but not beyond such date, based upon available records. If the Meter has not been tested in accordance with Commission Rule 25-7.64, the period for which it has been in service beyond the regular test period will be added to the twelve (12) months in computing the refund. The refund will not include any part of any minimum or Customer charge.

Company may backbill Customer if a Meter is found to be slow, non-registering or partially registering. Company may not backbill for any period greater than twelve (12) months from the date it removes the Meter of a Customer, which Meter is later found by Company to be slow, non-registering or partially registering. If it can be ascertained that the Meter was slow, non-registering or partially registering for less than twelve (12) months prior to removal, then Company may backbill only for the lesser period of time. Customer may extend the payments of the backbill over the same amount of time for which Company issued the backbill.

1. Whenever a Meter tested is found to have an average error of more than two-percent (2%) slow, Company may bill Customer an amount equal to the unbilled error. If Company has required a Meter test deposit, Customer may be billed only for the portion of the unbilled error which is in excess of the deposit retained by Company.
2. In the event of a non-registering or a partially registering Meter, unless the provisions of subsection (3) of this rule apply, Customer may be billed on an estimate based on previous bills for similar usage.
3. When a Meter is found to be in error in excess of the prescribed limits of two percent (2%) -fast or slow, the figure to be used for calculating the amount of refund or charge shall be that -percentage of error as determined by the test.

Peoples Gas System

First Revised Original Sheet No. 5.401-2
Cancels Original Sheet No. 5.401-2

a Division of Tampa Electric Company System
Original Volume No. 3

4. In the event of unauthorized use, Customer may be billed on a reasonable estimate of the Gas consumed.

Issued By: ~~William N. Cantrell~~ Gordon L. Gillette, President

Issued On: ~~May 10, 2000~~

Effective: ~~June 9, 2000~~

BILLING (Continued)

F. DISCONTINUANCE OF SERVICE AND/OR CHANGE OF OCCUPANCY

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BILLING (Continued)

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3. When a Meter is found to be in error in excess of the prescribed limits of two percent (2%) fast or slow, the figure to be used for calculating the amount of refund or charge shall be that percentage of error as determined by the test.
4. In the event of unauthorized use, Customer may be billed on a reasonable estimate of the Gas consumed.