

Writer's E-Mail Address: bkeating@gunster.com

April 9, 2020

VIA E-PORTAL

Mr. Adam Teitzman
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: [New Filing]–Petition for Approval of Emergency Tariff Modification by Sebring Gas System, Inc.

Dear Mr. Teitzman:

Enclosed for electronic filing, please find Sebring Gas System, Inc.'s Petition for Approval of Emergency Modification to Tariff, which includes First Revised Sheet No. 48 in Attachment A.

Thank you for your assistance with this filing. As always, please don't hesitate to let me know if you have any questions or concerns.

Sincerely,



Beth Keating
Gunster, Yoakley & Stewart, P.A.
215 South Monroe St., Suite 601
Tallahassee, FL 32301
(850) 521-1706

MEK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Sebring Gas System, Inc.'s Petition for) Docket No.:
Approval of Emergency Modification of Tariff)
Sheet No. 48) Filed: April 9, 2020
)

**PETITION OF SEBRING GAS SYSTEM, INC.
FOR APPROVAL OF EMERGENCY MODIFICATION TO TARIFF**

Sebring Gas System, Inc. ("Sebring" or "Company"), through undersigned counsel, hereby petitions the Commission to approve modifications of its tariff to provide it the flexibility to waive certain charges during emergency situations, and in particular, situations such as the current unprecedented world health emergency. In support hereof, the Company states:

1) The Company is a natural gas utility company within the jurisdiction of this Commission. Its exact name and principal business address is:

Sebring Gas System, Inc.
3515 U.S. Highway 27 South
Sebring, FL 33870

2) The name and address of the person authorized to receive notices and communications with respect to this Petition are:

Beth Keating
Gunster, Yoakley & Stewart, P.A.
215 South Monroe St., Suite 601
Tallahassee, FL 32301

Jerry H. Melendy
Sebring Gas System, Inc.
3515 U.S. Highway 27 South
Sebring, FL 33870

3) On March 1, 2020, Governor Ron DeSantis declared a public health emergency in Florida related to the outbreak of the COVID-19 coronavirus.¹ Thereafter, on March 9, the Governor declared a state of emergency and directed that the State's

¹ Executive Order No. 20-51.

Emergency Management Plan be implemented.² On March 16, 2020, President Donald Trump and the Centers for Disease Control ("CDC") advised individuals to adopt social distancing measures and to avoid gatherings of more than 10 people in an effort to mitigate the spread of COVID-19 for a period of 15 days. That guidance was later extended to apply through the end of April 2020. Over this same period, Governor DeSantis has issued additional Executive Orders pertaining to the protection of Florida's citizens and efforts to mitigate the spread of COVID-19, including, on April 1, 2020, Executive Order No. 20-91, declaring the implementation of "Safer at Home" requirements, whereby Florida's most at-risk citizens are required to stay at home and take all precautions to avoid exposure to the COVID-19 virus, and all others are required to limit their movements and personal interactions outside their home to only those necessary to obtain or provide essential services or essential activities.

4) The impact on businesses in Sebring's service territory has already been significant. Consistent with the CDC's guidance and the Governor's Executive Orders, bars and restaurants have been closed and businesses not considered essential have implemented limited operations. Businesses are struggling financially and some have had to limit employee hours, while others have instituted lay-offs.

5) Sebring is aware that, in these circumstances, some of its customers may have difficulty making timely payments for natural gas service. Sebring does not plan to disconnect service to customers for non-payment for the duration of the emergency, and the Company's tariff provides an avenue for the Company to do so.

6) Sebring's tariff as it relates to the assessment of a late payment fee does not,

² Executive Order 20-52.

Sebring's Petition for Emergency Tariff Modification

however, provide a means by which the Company can avoid application of the late fee in situations such as this. The Company proposes, therefore, the changes reflected in its revised Sheet No. 48, which is attached hereto, in clean and legislative format, as Attachment A.

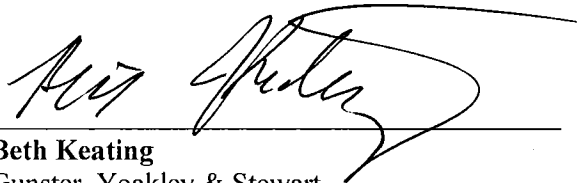
7) The change implements language similar to that addressed by the Commission recently in Docket No. 20200095-EI, wherein the Commission approved Duke Energy's request to modify its tariff to expand the scope of its existing waiver language to apply to additional fees and charges. Sebring seeks to implement similar language to provide it with the ability to waive the late fee in appropriate emergency circumstances.

8) In light of the timing of these events, Sebring's billing cycle, and the cumulative impact that the assessment of late fees could have on Sebring's customers, the Company respectfully requests that the Commission consider this request on an emergency basis at the Commission's May 5, 2020, Agenda Conference.

WHEREFORE, Sebring Gas System, Inc. requests that the Commission approve the Company's proposed changes to Sheet No. 48 as reflected in Attachment A.

DATED this 9th day of April 2020.

Respectfully submitted,



Beth Keating
Gunster, Yoakley & Stewart
215 South Monroe St., Suite 601
Tallahassee, FL 32301
(850) 521-1706
Attorneys for Sebring Gas System, Inc.

ATTACHMENT A

First Revised Sheet No. 48
(Legislative and Clean)

Sebring Gas System, Inc.
Original Volume No. 2

- G. POOL MANAGER'S CHARGES. Company shall include Pool Manager's charges for the sale of Gas, and may include such reasonable deposit requirements as the Pool Manager may establish, on its monthly bill to Aggregated Transportation Service Customers. Pool Manager's Gas charges shall be separately identified on Company's monthly bill to Customers. The Company shall remit payments received from Customer Accounts for the purchase of Gas to Pool Manager in accordance with procedures established in the Aggregated Transportation Service Agreement. Company shall have no obligation to Pool Manager for non-payment by Customer of amounts due Pool Manager. In the event Company receives a partial payment for the total bill rendered, Company shall first apply any partial payment amount received to satisfy any taxes or fees levied by government to the Company; second to Pool Manager's Gas sales or deposit charges. The remaining balance, if any, shall be applied to Company's Transportation Service or other charges. The Company shall be responsible for a periodic reconciliation of the Pool Managers' Gas charges billed to the payment amounts received from Customer Accounts, including an accounting of bill adjustments, non-payments, partial payments and payments received through collection activities and other means. The Company's payment remittance to Pool Manager, as established in the Aggregated Transportation Services Agreement, shall provide for the periodic true-up of such remittance amounts to account for the payment hierarchy and reconciliation process identified in this section. Company may, at its sole option, include Pool Manager's charges for other services on Company's monthly bill to Customers.
- H. NON-RECEIPT OF BILLS. Failure of Customer to receive a bill shall not relieve Customer of its obligation to pay the bill.
- I. DELINQUENT BILLS AND LATE PAYMENT CHARGES. A bill shall be considered delinquent upon the expiration of twenty (20) days from the date of mailing or other delivery by Company. Charges for services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of eighteen (18) percent per year, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a matter permitted by applicable law. The Company shall have the discretion to waive the Late Payment Charge in the event payment is delayed as a result of significant damage to the customer's premises as a result of a natural disaster, or during periods of declared emergencies issued by a governmental body authorized to make such declaration.
- J. DISCONTINUANCE OF TRANSPORTATION SERVICE FOR NON-PAYMENT. Transportation Service will be discontinued for non-payment of amounts due Company for Transportation Service, but only after Company has made a diligent attempt to have Customer make payment, including at least five (5) business days' written notice to Customer, such notice being separate and apart from any bill for Transportation Service, unless the Customer, submits to the Company in writing, a dispute of the nonpayment amount. Such dispute shall be resolved in a manner prescribed by FPSC regulations.

Sebring Gas System, Inc.
Original Volume No. 2

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Issued by: Jerry Melendy, Jr., Vice President
Sebring Gas System, Inc.
3515 U.S. Highway 27, South
Sebring, FL 33870-5452

Effective: