

One Energy Place
Pensacola, Florida 32520

TEL: 950 444 6000



November 5, 1997

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee FL 32399-0870

971462 1 G

Dear Ms. Bayo:

Enclosed for official filing are an original and 15 copies of Gulf Power's Petition for Approval of Rate Schedule RSVP and Associated Customer Agreement. The Advanced Energy Management Program was previously approved by this Commission as part of the Company's Demand-Side Management Plan with Order No. PSC-95-0891-FOF-EG

<u>Identification</u>	<u>Old Sheet</u>	<u>New Sheet</u>
RSVP	First Rev. 6.39 Third Rev. 6.40	Second Rev. 6.39 Fourth Rev. 6.40
Contract	Original 7.41	First Rev. 7.41

Upon approval, please return two copies of the approved tariff sheets to my attention.

Also enclosed is a 3.5 inch double sided, high density diskette containing the Petition in WordPerfect for Windows 6.1 format as prepared on a MS-DOS based computer.

Sincerely,

A handwritten signature in cursive script that reads "Susan D. Cranmer".

Susan D. Cranmer
Assistant Secretary and Assistant Treasurer

lw

Enclosures

cc: Beggs and Lane
Jeffrey A. Stone, Esquire
Florida Public Service Commission
Connie Kummer

DOCUMENT NUMBER DATE

11491 NOV-65

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Petition of Gulf Power Company for approval of rate schedule RSVP and the Agreement for Residential Advanced Energy Management Program

Docket No.
Filed: November 6, 1997

PETITION FOR APPROVAL
OF RATE SCHEDULE RSVP
AND ASSOCIATED CUSTOMER AGREEMENT

Gulf Power Company ("Gulf Power", "Gulf" or "the Company"), by and through its undersigned attorneys and pursuant to Sections 366.82(3) and 366.82(5), Fla. Stat. (1995) and Rules 25-17.00 and 25-17.015 of the Florida Administrative Code, hereby petitions the Florida Public Service Commission ("Commission") to enter its order approving Sheet Nos. 6.39, 6.40 and 7.41 of Gulf Power's Tariff for Retail Electric Service¹. This petition and the rate schedules set forth in Attachment A are intended to meet the requirements of Rules 25-9.005(4) and (5) of the Florida Administrative Code. In support of this petition, the Company states:

1. Notices and communications with respect to this matter should be addressed to:

Jeffrey A. Stone
Russell A. Badders
Beggs & Lane
P. O. Box 12950
Pensacola, FL 32576-2950

Susan D. Cranmer
Assistant Secretary and Assistant Treasurer
Rates & Regulatory Matters
Gulf Power Company
One Energy Place
Pensacola, FL 32520-0780

¹The submitted tariff sheets appear to indicate that revisions are being made to an existing tariff. The original tariff sheets were for the pilot Advanced Energy Management Program. This filing is for a new, permanent program. Although the rate schedule retains the same name and consequently the same tariff sheet numbers, the tariff sheets accompanying this petition are reflective of a new program.

2. Gulf is a corporation with its headquarters located at 500 Bayfront Parkway, Pensacola, Florida 32520. The Company is an investor-owned utility operating under the jurisdiction of this Commission.

3. The Florida Public Service Commission in Order No. PSC-95-0691-FOF-EG granted Gulf Power Company the authority to implement the Advanced Energy Management Program as a part of its Demand-Side Management Plan. Gulf seeks approval of the accompanying tariff sheets in order to implement the approved program. The accompanying tariff sheets contain the pricing and other terms and conditions for service under Gulf's Advanced Energy Management Program.

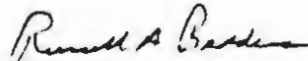
4. Second Revised Sheet No. 6.39 and Fourth Revised Sheet No. 6.40 set forth the terms and conditions of Rate Schedule RSVP, Residential Service Variable Pricing. Subject to equipment availability and certain equipment requirements which are set forth in rate schedule RSVP, any of Gulf's customers eligible for Rate Schedule RS (Residential Service) can take service pursuant to Rate Schedule RSVP. It is estimated that 5000 customers will begin taking service pursuant to this rate each year beginning in 1998. Yearly additions of 5000 customers are expected with a program goal of 40,000 customers taking service pursuant to Rate Schedule RSVP.

5. First Revised Sheet No. 7.41 is the Agreement for Residential Advanced Energy Management Program. This agreement is between Gulf and customers who take service pursuant to Rate Schedule RSVP. Certain equipment and service requirements are set forth in the agreement.

6. Annual revenue from this rate schedule cannot be determined at this time. Rate Schedule RSVP is designed to be revenue neutral except that it will generate revenue to cover the participant's share of the Advanced Energy Management cost

7. The Company requests that the accompanying tariff sheets be made effective January 31, 1998, subject to equipment availability.

WHEREFORE, Gulf Power Company respectfully requests that the Commission enter an order approving Tariff Sheet Nos. 6.39, 6.40 and 7.41 of Gulf Power's Tariff for Retail Electric Service, attached hereto as Attachment A effective January 31, 1998, subject to equipment availability.



JEFFREY A. STONE
Fla. Bar No. 325953
RUSSELL A. BADDERS
Fla. Bar No. 007455
Beggs & Lane
P.O. Box 12950
Pensacola, FL 32576-2950
(850)432-2451
Attorneys for Gulf Power Company

Tariff Sheet

GULF POWER COMPANY

Canceling First Revised Sheet No. 6.39

RATE SCHEDULE RSVP Limited Availability Rate (Residential Service Variable Pricing)

Availability - Available, subject to equipment availability, to customers eligible for Rate Schedule RS (Residential Service). Availability is limited to those customers who meet certain equipment requirements described below.

Applicability - Applicable as an alternative to Rate Schedule RS for service on an annual basis covering the entire electrical requirements of a single family dwelling unit occupied by one family or household. Service provided hereunder shall not be shared with or resold to others. Service is provided only with the owner's permission.

Equipment Requirements: (1) Touch-tone phone service, (2) Service entrance panel or house power panel rated at 200 amps or less, (3) Central heating and air conditioning that is compatible with Company installed energy management equipment, (4) Electric water heaters, pool pumps, or other devices controlled by equipment provided through the program must be no larger than 30 amps and 240 volts each and compatible with Company installed energy management equipment, (5) Electric wiring must be conducive to power line carrier messaging, (6) Residence must be located in an area capable of meeting a paging strength standard, (7) Existing meter configuration must be capable of incorporating the energy management equipment.

Installation and Removal - Energy management equipment will be installed at the customer's residence upon the customer's initial request for service under Rate Schedule RSVP at no charge to the customer. If this same customer requests service at the same residence under Rate Schedule RSVP after returning to Rate Schedule RS, the customer will be billed \$114.00 for installation costs and, thereafter, billed under Rate Schedule RSVP.

If a customer has taken service under Rate Schedule RSVP two separate times at the same residence then requests to be moved back to Rate Schedule RS, the customer will be billed \$109.00 for removal costs and thereafter billed under Rate Schedule RS.

If a customer moves into a residence with existing company-owned energy management equipment, the customer will receive service under Rate Schedule RSVP with no participation charge for a period of three months. At the end of three months, the customer will be given the option of remaining on Rate Schedule RSVP (and thereafter paying the monthly participation charge) or moving to Rate Schedule RS. If the customer chooses Rate Schedule RS at that time, company-owned energy management equipment will be removed free of charge.

Character of Service - Available for single-phase service from local distribution lines of the Company's system at nominal secondary voltage of 120/240 volts. Service shall be metered through one metering device capable of measuring electrical energy consumption during the various times each energy demand charge is in effect.

Monthly Rates

Customer Charge: \$8.07

Program Participation Charge: \$4.53

Energy Demand Charge:

Low Cost Hours (P ₁):	1.269¢ per KWH
Medium Cost Hours (P ₂):	2.406¢ per KWH
High Cost Hours (P ₃):	7.526¢ per KWH
Critical Cost Hours (P ₄):	28.851¢ per KWH

Fuel Charge: Fuel charges are normally adjusted by the Florida Public Service Commission each six months, April and October. As of October 1, 1997, the amount for fuel was 2.157¢/KWH. For current fuel costs included in this tariff, see sheet no. 6.15

GULF POWER COMPANY

Canceling Third Revised Sheet No. 6.40

DETERMINATION OF PRICING PERIODS - Pricing periods are established by season for weekdays and weekends. The pricing periods for price levels P₁, P₂, and P₃ are as follows:

May through October

	<u>P₁</u>	<u>P₂</u>	<u>P₃</u>
Weekdays	11 P.M. - 6 A.M.	6 A.M. - 11 A.M. 8 P.M. - 11 P.M.	11 A.M. - 8 P.M.
Weekends	11 P.M. - 6 A.M.	6 A.M. - 11 P.M.	-----

November through April

	<u>P₁</u>	<u>P₂</u>	<u>P₃</u>
Weekdays	11 P.M. - 5 A.M.	5 A.M. - 6 A.M. 10 A.M. - 11 P.M.	6 A.M. - 10 A.M.
Weekends	11 P.M. - 6 A.M.	6 A.M. - 11 P.M.	-----

The pricing periods for price level P₄ shall be determined at the sole discretion of the Company. Each customer will be notified by electronic signal at least one half hour prior to the start of price level P₄.

The pricing periods for the following observed holidays will be the same as the weekend hour price levels for the month in which the holiday occurs:

- | | |
|------------------|---------------|
| New Year's Day | Memorial Day |
| Independence Day | Labor Day |
| Thanksgiving Day | Christmas Day |

MINIMUM BILL - In consideration of the readiness of the Company to furnish such service, a monthly charge will be made of not less than the sum of the customer charge and the program participation charge.

DEPOSIT - A cash deposit amounting to twice the estimated average monthly bill but not less than \$20.00 per dwelling unit may be required before service is connected at premises designated, which deposit may be applied to any final bills against the customer for service.

TERM OF CONTRACT - The initial term of service under this rate shall be for a period of one year to be continued thereafter unless terminated by the customer with thirty days written notice.

ENERGY CONSERVATION - See Sheet No. 6.16.1

TAX ADJUSTMENT - See Sheet No. 6.16

FUEL CHARGE - See Sheet No. 6.15

PURCHASED POWER CAPACITY COST - See Sheet No. 6.15.1

ENVIRONMENTAL COST - See Sheet No. 6.15.2

GROSS RECEIPTS TAX ADJUSTMENT - See Sheet No. 6.16

FRANCHISE FEE BILLING - See Sheet No. 6.16

PAYMENT OF BILLS - See Sheet No. 6.16

SERVICE UNDER THIS RATE SCHEDULE IS SUBJECT TO RULES AND REGULATIONS OF THE COMPANY AND THE FLORIDA PUBLIC SERVICE COMMISSION.

_____ and GULF POWER COMPANY
(Customer Name)

**Agreement For
Residential Advanced Energy Management Program**

Agreement, made this _____ day of _____, 19____, by and between Gulf Power Company, a corporation, (the "Company"); and _____, (hereafter called "Customer").

It is hereby agreed:

1. Customer chooses to take service pursuant to Gulf Power Company's Residential Advanced Energy Management Program which has been approved by the Florida Public Service Commission. This program includes service and billing under Gulf Power's Rate Schedule R^SVP, on file with and approved by the Florida Public Service Commission.
2. Gulf Power Company will provide the necessary energy management equipment for use on the Customer's premises for the duration of the contract. Customer will be responsible for any willful damages to Company owned energy management equipment installed at the Customer's premises.
3. The Customer will provide reasonable access for installing, maintaining, inspecting, testing, and/or removing Company owned equipment. Fees, where applicable for installation and removal of Company owned equipment, are described in Rate Schedule R^SVP and are incorporated as part of this agreement.
4. Customer's electrical equipment and appliances are in good working condition as determined at the sole discretion of Gulf Power Company. Gulf Power will not be responsible for the repair, maintenance, or replacement of the Customer's electrical equipment or appliances.
5. Billing under Rate Schedule R^SVP will commence after the installation, inspections, and testing of the equipment, and will continue for a period of one year and thereafter until terminated by the Customer with 30 days notice. Rate Schedule R^SVP is incorporated as a part of this agreement. Customer hereby acknowledges having received and reviewed the rates, terms, and conditions contained in Rate Schedule R^SVP. Customer understands and acknowledges that this rate schedule, as well as the rates, terms, and conditions therein are subject to periodic change by the Florida Public Service Commission and such changes will be applicable to the Customer.
6. This agreement supersedes all previous agreements and representations, either written or oral, heretofore made between the Company and the Customer with respect to matters herein contained. Any modification(s) to this Agreement must be approved, in writing, by the Company and the Customer.

Gulf Power Company

Representative of Gulf Power Company

Customer

Address

Telephone

Account Number

ISSUED BY: Travis Bowden

EFFECTIVE:

Legislative Format

GULF POWER COMPANY**RATE SCHEDULE RSVP**

Limited Availability Experimental Rate
(Residential Service Variable Pricing)

Availability - Available, on a limited basis subject to equipment availability, to customers eligible for Rate Schedule RS (Residential Service). Availability is limited to those customers selected by the Company and volunteering to participate in the Company's residential energy management pilot study, who meet certain equipment requirements described below.

Applicability - Applicable as an alternative to Rate Schedule RS for service on an annual basis covering the entire electrical requirements of to a single family dwelling unit occupied by one family or household. Service provided hereunder shall not be shared with or resold to others. Service is provided only with the owner's permission.

Equipment Requirements: (1) Touch-tone phone service. (2) Service entrance panel or house power panel rated at 200 amps or less. (3) Central heating and air conditioning that is compatible with Company installed energy management equipment. (4) Electric water heaters, pool pumps, or other devices controlled by equipment provided through the program must be no larger than 30 amps and 240 volts each and compatible with Company installed energy management equipment. (5) Electric wiring must be conducive to power line carrier messaging. (6) Residence must be located in an area capable of meeting a piling strength standard. (7) Existing meter configuration must be capable of incorporating the energy management equipment.

Installation and Removal - Energy management equipment will be installed at the customer's residence upon the customer's initial request for service under Rate Schedule RSVP at no charge to the customer. If this same customer requests service at the same residence under Rate Schedule RSVP after returning to Rate Schedule RS, the customer will be billed \$114.00 for installation costs and, thereafter, billed under Rate Schedule RSVP.

If a customer has taken service under Rate Schedule RSVP two separate times at the same residence then requests to be moved back to Rate Schedule RS, the customer will be billed \$109.00 for removal costs and thereafter billed under Rate Schedule RS.

If a customer moves into a residence with existing company-owned energy management equipment, the customer will receive service under Rate Schedule RSVP with no participation charge for a period of three months. At the end of three months, the customer will be given the option of remaining on Rate Schedule RSVP (and thereafter paying the monthly participation charge) or moving to Rate Schedule RS. If the customer chooses Rate Schedule RS at that time, company-owned energy management equipment will be removed free of charge.

Character of Service - Available for single-phase service from local distribution lines of the Company's system at nominal secondary voltage of 120/240 volts. Service shall be metered through one metering device single-phase, multiple-register meter capable of measuring electrical energy consumption during the various times each energy demand charge is in effect.

Monthly Rates

Customer Charge: \$8.07

Program Participation Charge: \$4.53

Energy Demand Charge:

Low Cost Hours (P ₁):	1.289¢ per KWH
Medium Cost Hours (P ₂):	2.408¢ per KWH
High Cost Hours (P ₃):	7.526-604¢ per KWH
Critical Cost Hours (P ₄):	26.851¢ per KWH

Fuel Charge: Fuel charges are normally adjusted by the Florida Public Service Commission each six months, April and October. As of ~~October 1, 1997~~ April 4, 1992, the amount for fuel was 2.1572-242¢/KWH. For current fuel costs included in this tariff, see sheet no. 6.15

ISSUED BY: Travis Bowden D. L. McCray
1002

EFFECTIVE: September 13,

GULF POWER COMPANY

DETERMINATION OF PRICING PERIODS - Pricing periods are established for by season for weekdays and weekends. The pricing periods for price levels P₁, P₂, and P₃ are as follows:

May through October

	<u>P₁</u>	<u>P₂</u>	<u>P₃</u>
Weekdays	11 P.M. - 6 A.M.	6 A.M. - 11 A.M. 6 P.M. - 11 P.M.	11 A.M. - 6 P.M.
Weekends	11 P.M. - 6 A.M.	6 A.M. - 11 P.M.	-----

November through April

	<u>P₁</u>	<u>P₂</u>	<u>P₃</u>
Weekdays	11 P.M. - 5 A.M.	5 A.M. - 6 A.M. 10 A.M. - 11 P.M.	6 A.M. - 10 A.M.
Weekends	11 P.M. - 6 A.M.	6 A.M. - 11 P.M.	-----

The pricing periods for price level P₄ shall be determined at the sole discretion of the Company. Each customer will be notified by electronic signal at least one half hour prior to the start of price level P₄.

The pricing periods for the following observed holidays will be the same as the weekend hour price levels for the month in which the holiday occurs:

- | | |
|------------------|---------------|
| New Year's Day | Memorial Day |
| Independence Day | Labor Day |
| Thanksgiving Day | Christmas Day |

MINIMUM BILL - In consideration of the readiness of the Company to furnish such service, a monthly charge will be made of not less than the sum of the customer charge and the program participation charge \$8.07.

DEPOSIT - A cash deposit amounting to twice the estimated average monthly bill but not less than \$20.00 per dwelling unit may be required before service is connected at premises designated, which deposit may be applied to any final bills against the customer for service.

TERM OF CONTRACT - The initial term of service under this rate shall be for a period of one year to be continued thereafter unless terminated by the customer with thirty days written notice.

ENERGY CONSERVATION - See Sheet No. 6.16.1

TAX ADJUSTMENT - See Sheet No. 6.16

FUEL CHARGE - See Sheet No. 6.15

PURCHASED POWER CAPACITY COST - See Sheet No. 6.15.1

ENVIRONMENTAL COST - See Sheet No. 6.15.2

GROSS RECEIPTS TAX ADJUSTMENT - See Sheet No. 6.16

FRANCHISE FEE BILLING - See Sheet No. 6.16

PAYMENT OF BILLS - See Sheet No. 6.16

SERVICE UNDER THIS RATE SCHEDULE IS SUBJECT TO RULES AND REGULATIONS OF THE COMPANY AND THE FLORIDA PUBLIC SERVICE COMMISSION.

_____ and GULF POWER COMPANY
(Customer Name)

**Agreement For
Residential Advanced Energy Management Program Pilot Study**

Agreement, made this _____ day of _____, 19____, by and between Gulf Power Company, a corporation, (the "Company"); and _____, (hereafter called "Customer").

It is hereby agreed:

1. Customer ~~chooses~~ volunteers to take service pursuant to participate in Gulf Power Company's Residential Advanced Energy Management Program Pilot Study which has been approved by the Florida Public Service Commission. This ~~program~~ study includes service and billing under Gulf Power's Rate Schedule RSVP-rate, on file with and approved by the Florida Public Service Commission.
2. Gulf Power Company will provide the necessary energy management equipment, free of charge, for use on the Customer's premises for the duration of the contract during the pilot study. Customer will be responsible for any willful damages to Company owned energy management equipment installed at the Customer's premises.
3. The Customer will provide reasonable access for installing, maintaining, inspecting, testing, and/or removing Company owned equipment. Fees, where applicable for installation and removal of Company owned equipment, are described in Rate Schedule RSVP and are incorporated as part of this agreement.
4. Customer's electrical equipment and appliances are in good working condition as determined at the sole discretion of Gulf Power Company. Gulf Power will not be responsible for the repair, maintenance, or replacement of the Customer's electrical equipment or appliances.
5. Billing under the Rate Schedule RSVP schedule will commence after the installation, inspections, and testing of the equipment, and will continue for a during the period of one year and thereafter until terminated by the Customer with 30 days notice. ~~the pilot study which is planned to end after 24 months.~~ Rate Schedule RSVP is incorporated as a part of this agreement. Customer hereby acknowledges having received and reviewed the rates, terms, and conditions contained in Rate Schedule RSVP. Customer understands and acknowledges that this rate schedule, as well as the rates, terms, and conditions therein are subject to periodic change by the Florida Public Service Commission and such changes will be applicable to the Customer.
6. This agreement supersedes all previous agreements and representations, either written or oral, heretofore made between the Company and the Customer with respect to matters herein contained. Any modification(s) to this Agreement must be approved, in writing, by the Company and the Customer.

Gulf Power Company

Representative of Gulf Power Company

Customer

Address

Telephone

Account Number

ISSUED BY: Travis Bowden D. L. McCrary

EFFECTIVE: May 19, 1991