

**REQUEST TO ESTABLISH DOCKET**

(Please Type)

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**1. Division Name/Staff Name:** | Ecr/Draper

**2. OPR:** | Draper

**3. OCR:** |

**4. Suggested Docket Title:** | Petition to revise Agreement for Residential Advanced Energy Management Program by Gulf Power Company.  
*tariff*

**5. Suggested Docket Mailing List (attach separate sheet if necessary)**  
**A. Provide NAMES OR ACRONYMS ONLY if a regulated company.**  
**B. Provide COMPLETE NAME AND ADDRESS for all others. (Match representatives to companies.)**  
**1. Parties and their representatives (if any):**


**2. Interested persons and their representatives (if any):**


**6. Check one:**  
 Documentation is attached.  
 Documentation will be provided with recommendation.

DOCUMENT NUMBER / DATE  
12804 DEC-25  
Document2  
FPSC-COMMISSION CLERK

**Susan D. Ritenour**  
Secretary and Treasurer  
and Regulatory Manager

One Energy Place  
Pensacola, Florida 32520-0781

Tel 850.444.6231  
Fax 850.444.6026  
SDRITENO@southernco.com



November 17, 2004

Ms. Blanca S. Bayo, Director  
Division of the Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee FL 32399-0870

Dear Ms. Bayo:

Enclosed for official filing are an original and fifteen copies of Gulf Power Company's revised Tariff Sheet No. 7.41, "Agreement for Residential Advanced Energy Management Program", which is submitted for approval. This is the contract for customers desiring to be on Rate Schedule RSVP.

Most of the changes on the tariff sheet are to improve our administrative efficiency and are found in the bottom third of the agreement. Additionally, the Company seeks to remove the minimum one year customer obligation from the contract. Feedback from our customers indicates this clause is a deterrent to many who are interested in the program. This program offers a new concept in the purchase of electricity with equipment unfamiliar to most customers; consequently, a large number are unsure whether or not they want to make a one year commitment. Our market research indicates that most participants are satisfied and desire to continue to participate in the program for at least a year. The Company believes that removal of this condition from the contract will increase the marketability of the program and that net participation will increase.

Upon approval, please return two copies of the approved tariff sheets to my attention. If you have questions, please contact Terry Davis, Supervisor of Treasury and Regulatory Matters at 850.444.6253. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink that reads "Susan D. Ritenour".

lw

cc: Beggs & Lane  
Jeffrey A. Stone, Esquire  
Florida Public Service Commission  
David Wheeler ←

RECEIVED  
FLORIDA PUBLIC SERVICE  
COMMISSION  
04 NOV 19 AM 10:47  
DIVISION OF  
ECONOMIC REGULATION

\_\_\_\_\_ and GULF POWER COMPANY  
(Customer Name)

**Agreement For  
Residential Advanced Energy Management Program**

Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 (FPSC). This program includes service and billing under Gulf Power's Rate Schedule RSVP, on file with and approved by the FPSC.
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. 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 the 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 RSVP will commence after the installation, inspections, and testing of the equipment, and will continue until terminated by the Customer with 30 days notice. 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 FPSC 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

FOR OFFICE USE ONLY

Received on \_\_\_\_\_

Premise \_\_\_\_\_

Bill Group \_\_\_\_\_ Meter \_\_\_\_\_ [ ]

Feeder Loc \_\_\_\_\_ PS Yes [ ] No [ ]

Processed On \_\_\_\_\_ By \_\_\_\_\_

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\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Day Phone Home Phone

\_\_\_\_\_  
Evening/Alternate Phone

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Account Number

ISSUED BY: Susan Story

EFFECTIVE:

\_\_\_\_\_ and GULF POWER COMPANY  
(Customer Name)

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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 the 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 RSVP 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 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 FPSC 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

**FOR OFFICE USE ONLY:**

Received on \_\_\_\_\_  
 Premise \_\_\_\_\_  
 Bill Group \_\_\_\_\_ Meter \_\_\_\_\_  
 Feeder Loc \_\_\_\_\_ PS Yes [ ] No [ ]  
 Evening/Alternate Phone \_\_\_\_\_ Day Phone \_\_\_\_\_

Processed On \_\_\_\_\_ By \_\_\_\_\_

[ ] CSS [ ] SPOMMTS [ ] TOUCP [ ] SCANNED

\_\_\_\_\_ Customer Signature

\_\_\_\_\_ Street Address

\_\_\_\_\_ City, State, Zip

\_\_\_\_\_ Day Phone Home Phone

\_\_\_\_\_ E-mail Address Evening/Alternate Phone

\_\_\_\_\_ Account Number

ISSUED BY: Susan Story Travis Bowden

EFFECTIVE: ~~June 7, 2002~~