

Steel Hector & Davis
Tallahassee, Florida

Charles A. Guyton
(904) 222-3423

ORIGINAL
FILE COPY

September 18, 1995

By Hand Delivery

Blanca S. Bayó, Director
Records and Reporting
Florida Public Service Commission
4075 Esplanade Way, Room 110
Tallahassee, Florida 32399-0850

**Re: LEAF/FPL Stipulation
Docket No. 941170-EG**

Dear Ms. Bayó:

Enclosed for filing are the original and fifteen (15) copies of a Stipulation between Florida Power & Light Company and the Legal Environmental Assistance Foundation in Docket No. 941170-EG.

If you or your staff have any questions regarding this filing, please contact me.

Very truly yours,

Charles A. Guyton

ACK

AFA _____

APP _____

CAF _____

CMU _____

CTR _____

EAC *Shine* CAG/sh
 encs.

LEG 1 TAL/12853

LIN 5 cc: All Parties of Record

OP _____

RCH _____

SEC 1

WAS _____

OTH _____

Miami Office
41st Floor
200 South Biscayne Boulevard
Miami, FL 33131-2398
(305) 577-7000
Fax: (305) 577-7001

RECEIVED & FILED
Mr
FPSC-BUREAU OF RECORDS

West Palm Beach Office 1900 Phillips Point West
777 South Flagler Drive
West Palm Beach, FL 33401-6100
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DOCUMENT NUMBER-DATE
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Tallahassee Office
Suite 601
215 South Monroe
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FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

**In Re: Approval of Demand Side Management)
Plan of Florida Power & Light Company)**

**Docket No. 941170-EG
Filed: September 18, 1995**

**STIPULATION OF FLORIDA POWER & LIGHT COMPANY
AND LEGAL ENVIRONMENTAL ASSISTANCE FOUNDATION**

This stipulation is entered into between Florida Power & Light Company ("FPL") and the Legal Environmental Assistance Foundation ("LEAF") pursuant to Section 120.57(3), Florida Statutes, for the purpose of an informal disposition of LEAF's request for hearing in Docket No. 941170-EG. FPL and LEAF wish to avoid the time, expense and uncertainty associated with adversarial litigation in this docket in keeping with the Commission's encouragement to settle disputes. Accordingly, without prejudice as to FPL's or LEAF's position in any other proceeding before this Commission, FPL and LEAF agree and stipulate as follows:

1. In consideration of the actions undertaken by FPL pursuant to this stipulation, LEAF:
 - a. withdraws its request for hearing in Docket No. 941170-EG, and
 - b. agrees not to participate further in Docket No. 941170-EG, including the review and approval of FPL's program participation standards arising from Docket No. 941170-EG, and the review and approval of any FPL monitoring and evaluation plan required by the Commission in Docket No. 941170-EG.

2. In consideration of the actions undertaken by LEAF pursuant to this agreement, FPL agrees to the following:
 - a. For each measure offered in programs in FPL's DSM Plan, FPL will provide to LEAF by October 15, 1995 the values for the assumptions listed in Attachment A. FPL agrees to seek Commission approval to conduct monitoring and evaluation in

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FPSC-RECORDS/REPORTING

a manner intended to verify, for each measure offered in programs in its DSM Plan, the values of the assumptions to be provided to LEAF. For the most part the values of the assumptions listed in Attachment A for the measures in FPL's DSM Plan are the values used by FPL in its development of RIM Achievable Potential in Docket No. 930548-EG, and FPL has attempted to note in its DSM Plan filing if new or different values were used.

b. FPL agrees to revise its Assistance and Referral Process flow chart as shown in Attachment B. The revision reflects that an option available to some persons who enter into a Bill Payment Arrangement (PEXT) with FPL will be the offering of a free energy survey.

c. FPL will revise and seek Commission approval of the "Program Objective" section of its proposed Program Participation Standards for its Commercial/Industrial Heating Ventilation & Air Conditioning Program to read:

The objective of the Commercial/Industrial Heating, Ventilation and Air Conditioning (C/I HVAC) Program is to reduce the current and future growth of coincident peak demand and energy consumption by increasing the use of high efficiency Heating, Ventilation and Air Conditioning (HVAC) systems and encouraging the early replacement of inefficient HVAC equipment.

d. FPL will add language to its Residential HVAC Procedures and include language in its Procedures for its residential new construction program indicating that FPL will inspect residential HVAC installations for proper refrigerant line sizing, proper valves, and thermostats.

e. FPL will file, on or before December 31, 1995, a petition with the Florida Public Service Commission seeking approval of a residential new construction program as

part of FPL's DSM Plan. The residential new construction program will be designed consistent with FPL's existing BuildSmart[®] pilot program and will be justified for cost-effectiveness using the planning assumptions used to justify FPL's proposed DSM Plan in Docket No. 941170-EG. FPL and LEAF believe it is desirable to extend the existing BuildSmart[®] pilot program until the new residential new construction program is approved, and, if necessary, FPL will also petition for Commission extension of the existing BuildSmart[®] pilot program up to the time FPL's new residential new construction program is approved. FPL and LEAF agree that any savings achieved from the BuildSmart[®] pilot project and the to be filed residential new construction program should be recognized in the determination of whether FPL achieves its annual and cumulative conservation goals.

- f. FPL will continue to provide applications for exemption from FPL participating contractor requirements to government agencies and entities authorized to act on behalf of government agencies.
- g. FPL will provide objective solar water heating educational materials to customers during residential energy audits. If FPL and the Independent Savings Plan Company ("ISPC") and SOLAR reach a settlement including a provision that they will agree upon objective solar water heating materials to be provided during FPL residential energy audits, LEAF will not participate in the determination of the content of the solar water heating materials. If FPL and ISPC and SOLAR do not reach a settlement agreement that provides for their agreement upon solar water heating materials to be provided during FPL energy audits, then LEAF and FPL will agree

upon the content of the solar water heating materials. In the event FPL cannot reach agreement with either LEAF or ISPC/SOLAR, the dispute as to what constitutes objective solar water heating information to be provided during residential energy audits will be brought to the Florida Public Service Commission for resolution.

3. Nothing in this stipulation shall be construed as requiring FPL: to implement or to continue to offer any DSM option or program that is not cost-effective under the Rate Impact Measure and Participants tests; to modify or to refrain from seeking modification of the conservation goals established for FPL in Order No. PSC-94-1313-EG; to modify its proposed DSM Plan in a fashion other than seeking approval of a residential new construction program; or to refrain from seeking modification of its DSM Plan.
4. This stipulation shall become null and void in the event it is not approved by the Florida Public Service Commission.
5. This stipulation may not be modified except by the written mutual consent of LEAF and FPL.
6. This stipulation shall be subject to the jurisdiction of the Florida Public Service Commission.

DATED: September 18, 1995

**LEGAL ENVIRONMENTAL
ASSISTANCE FOUNDATION, INC**

Debra Swim

Debra Swim
Legal Environmental Assistance
Foundation, Inc.
1115 North Gadsden Street
Tallahassee, Florida 32303

Attorney, Energy Advocacy Project

FLORIDA POWER & LIGHT COMPANY

Charles A. Guyton

Charles A. Guyton
Steel Hector & Davis
215 South Monroe Street
Suite 601
Tallahassee, Florida 32301

Attorneys for Florida Power
& Light Company

ATTACHMENT A

1. **baseline equipment, building, end use, and/or customer annual energy usage, summer coincident-peak demand, and winter coincident-peak demand;**
2. **baseline equipment installation and/or building construction cost;**
3. **baseline equipment efficiency and customer operating habits;**
4. **changes to baseline usage and/or cost due to changes in building code, efficiency standards, or other market forces;**
5. **per measure and/or per participant actual energy, summer demand, and winter demand savings;**
6. **measure retention rates and savings persistence;**
7. **total annual energy, summer demand, and winter demand savings for all participants;**
8. **per measure and/or per participant total costs and utility incentives;**
9. **program administrative costs; and**
10. **free-ridership and total savings attributable to free-rider participants.**

Docket No. 941170-EG
October 5, 1995
Page 13

Attachment A

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Steel Hector & Davis
Tallahassee, Florida

Charles A. Guyton
(904) 222-3423

September 18, 1995

By Hand Delivery

Blanca S. Bayó, Director
Records and Reporting
Florida Public Service Commission
4075 Esplanade Way, Room 110
Tallahassee, Florida 32399-0850

Florida
RECEIVED
SEP 19 1995
TALLAHASSEE, FL


Re: **LEAF/FPL Stipulation**
Docket No. 941170-EG

Dear Ms. Bayó:

Enclosed for filing are the original and fifteen (15) copies of a Stipulation between Florida Power & Light Company and the Legal Environmental Assistance Foundation in Docket No. 941170-EG.

If you or your staff have any questions regarding this filing, please contact me.

Very truly yours,



Charles A. Guyton

CAG/sh
encs.
TAL/12853
cc: All Parties of Record

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41st Floor
200 South Broadway Boulevard
Miami, FL 33131-2388
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DOCUMENT NUMBER-DATE

09181 SEP 18

FPSC-RECORDS/REPORTING

Tallahassee Office
Suite 601
810 South Monroe
Tallahassee, FL 32301-1804
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part of FPL's DSM Plan. The residential new construction program will be designed consistent with FPL's existing BuildSmart[®] pilot program and will be justified for cost-effectiveness using the planning assumptions used to justify FPL's proposed DSM Plan in Docket No. 941170-EG. FPL and LEAF believe it is desirable to extend the existing BuildSmart[®] pilot program until the new residential new construction program is approved, and, if necessary, FPL will also petition for Commission extension of the existing BuildSmart[®] pilot program up to the time FPL's new residential new construction program is approved. FPL and LEAF agree that any savings achieved from the BuildSmart[®] pilot project and the to be filed residential new construction program should be recognized in the determination of whether FPL achieves its annual and cumulative conservation goals.

- f. FPL will continue to provide applications for exemption from FPL participating contractor requirements to government agencies and entities authorized to act on behalf of government agencies.
- g. FPL will provide objective solar water heating educational materials to customers during residential energy audits. If FPL and the Independent Savings Plan Company ("ISPC") and SOLAR reach a settlement including a provision that they will agree upon objective solar water heating materials to be provided during FPL residential energy audits, LEAF will not participate in the determination of the content of the solar water heating materials. If FPL and ISPC and SOLAR do not reach a settlement agreement that provides for their agreement upon solar water heating materials to be provided during FPL energy audits, then LEAF and FPL will agree

October 5, 1995
Page 17

upon the content of the solar water heating materials. In the event FPL cannot reach agreement with either LEAF or ISPC/SOLAR, the dispute as to what constitutes objective solar water heating information to be provided during residential energy audits will be brought to the Florida Public Service Commission for resolution.

3. Nothing in this stipulation shall be construed as requiring FPL: to implement or to continue to offer any DSM option or program that is not cost-effective under the Rate Impact Measure and Participants tests; to modify or to refrain from seeking modification of the conservation goals established for FPL in Order No. PSC-94-1313-EG; to modify its proposed DSM Plan in a fashion other than seeking approval of a residential new construction program, or to refrain from seeking modification of its DSM Plan.
4. This stipulation shall become null and void in the event it is not approved by the Florida Public Service Commission.
5. This stipulation may not be modified except by the written mutual consent of LEAF and FPL.
6. This stipulation shall be subject to the jurisdiction of the Florida Public Service Commission.

DATED: September 18, 1995

**LEGAL ENVIRONMENTAL
ASSISTANCE FOUNDATION, INC**

Debra Swim

Debra Swim
Legal Environmental Assistance
Foundation, Inc.
1115 North Gadsden Street
Tallahassee, Florida 32303

Attorney, Energy Advocacy Project

FLORIDA POWER & LIGHT COMPANY

Charles A. Guyton

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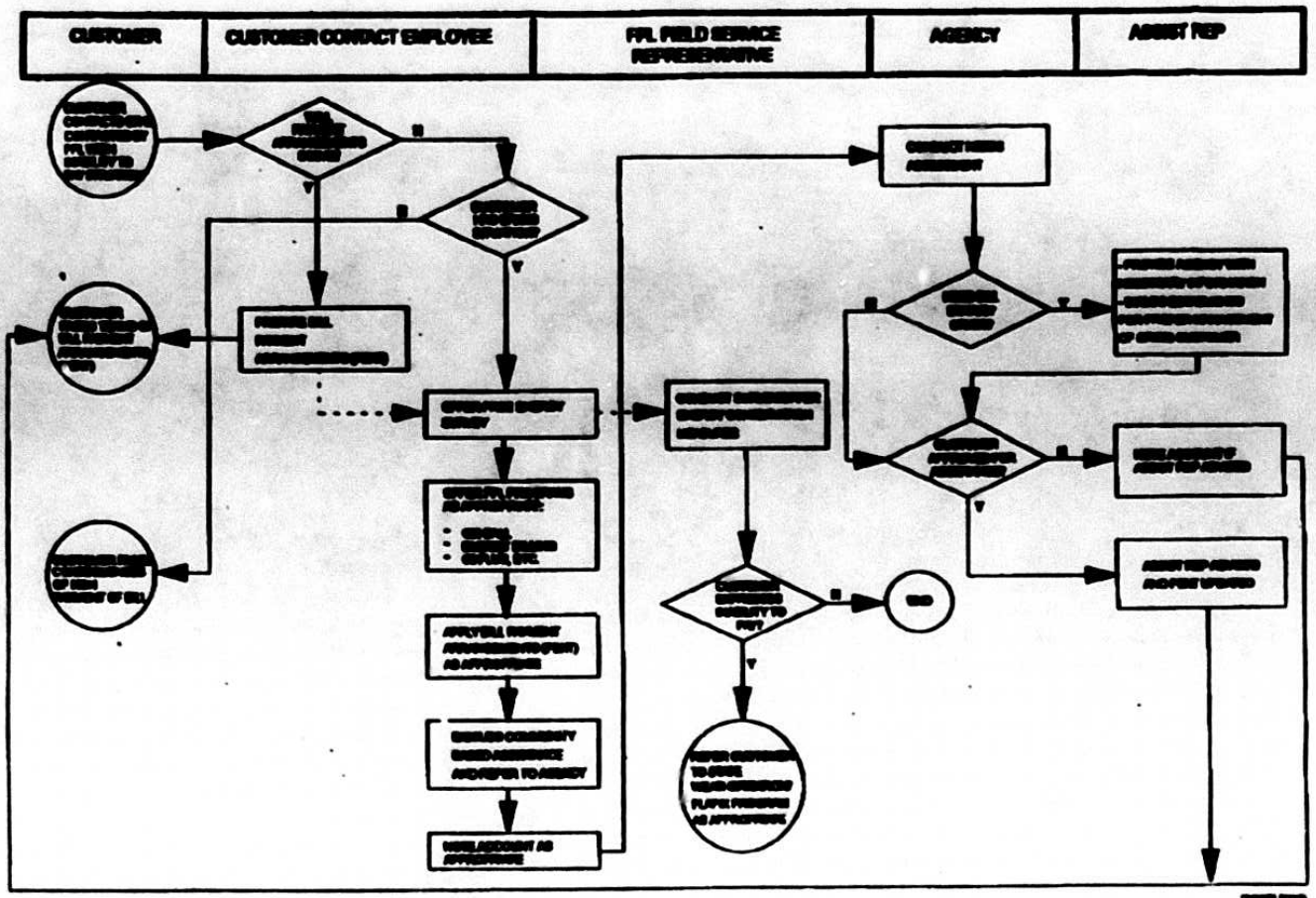
Attorneys for Florida Power
& Light Company

ATTACHMENT A

1. baseline equipment, building, end use, and/or customer annual energy usage, summer coincident-peak demand, and winter coincident-peak demand;
2. baseline equipment installation and/or building construction cost;
3. baseline equipment efficiency and customer operating habits;
4. changes to baseline usage and/or cost due to changes in building code, efficiency standards, or other market forces;
5. per measure and/or per participant actual energy, summer demand, and winter demand savings;
6. measure retention rates and savings persistence;
7. total annual energy, summer demand, and winter demand savings for all participants;
8. per measure and/or per participant total costs and utility incentives;
9. program administrative costs; and
10. free-ridership and total savings attributable to free-rider participants.

ATTACHMENT B

ASSISTANCE AND REFERRAL PROCESS



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that true and correct copies of the Stipulation Of Florida Power & Light Company And Legal Environmental Assistance Foundation, were served by Hand Delivery (when indicated with an *) or mailed this 15th day of September, 1995 to the following:

Martha Carter Brown, Esq.*
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Gunter Building, Room 370
Tallahassee, Florida 32301

Jack Shreve, Esquire*
John Roger Howe, Esquire
Office of Public Counsel
111 West Madison Street
Room 812
Tallahassee, Florida 32399-1400

James A. McGee, Esq.**
Florida Power Corporation
Post Office Box 14042
St. Petersburg, Florida 33733-4042

Robert Scheffel Wright, Esq.*
Landers & Parsons
310 West College Avenue
Third Floor
Tallahassee, Florida 32301

Jeffrey A. Stone, Esq.**
Beggs & Lane
Post Office Box 12950
Pensacola, Florida 32576-2950

Robert B. Hicks, Esquire
The Independent Savings Plan Company
6302 Benjamin Road, Suite 414
Tampa, Florida 33634

Lee L. Willis, Esq.**
James D. Beasley, Esq.
Macfarlane, Ausley, et al.
227 South Calhoun Street
Tallahassee, Florida 32302

Debra Swim, Esq.*
Legal Environmental
Assistance Foundation, Inc.
1115 North Gadsden Street
Tallahassee, Florida 32303



Charles K. Guyton

October 5, 1995
Page 21

Steel Hector & Davis
Tallahassee, Florida

Charles A. Guyton
(804) 222-3423

September 28, 1995

By Hand Delivery

Blanca S. Bayó, Director
Records and Reporting
Florida Public Service Commission
4075 Esplanade Way, Room 110
Tallahassee, Florida 32399-0850

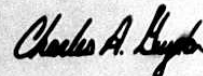
**Re: ISPC-SOLAR/FPL Stipulation
Docket No. 941170-EG**

Dear Ms. Bayó:

Enclosed for filing are the original and fifteen (15) copies of a Stipulation between Florida Power & Light Company and The Independent Savings Plan Company and Solar City, Inc. in Docket No. 941170-EG.

If you or your staff have any questions regarding this filing, please contact me.

Very truly yours,



Charles A. Guyton

CAG/sh
encs.
TAL/12996
cc: All Parties of Record

Florida P.S.C.
FILED
SEP 28 1995

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Tallahassee, FL 32301-1804
(904) 222-2300
Fax: (904) 222-8410

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

**In Re: Approval of Demand Side Management) Docket No. 941170-EG
Plan of Florida Power & Light Company) Filed: September 28, 1995**

**STIPULATION OF FLORIDA POWER & LIGHT COMPANY
AND THE INDEPENDENT SAVINGS PLAN COMPANY AND SOLAR CITY, INC.**

This stipulation is entered into between Florida Power & Light Company ("FPL") and The Independent Savings Plan Company ("ISPC") and Solar City, Inc. ("SOLAR") pursuant to Section 120.57(3), Florida Statutes, for the purpose of an informal disposition of ISPC's and SOLAR's joint request for hearing in Docket No. 941170-EG. FPL, ISPC and SOLAR wish to avoid the time, expense and uncertainty associated with adversarial litigation in this docket in keeping with the Commission's encouragement to settle disputes. Accordingly, without prejudice as to FPL's or ISPC's and SOLAR's position in any other proceeding before this Commission, FPL, ISPC and SOLAR agree and stipulate as follows:

1. In consideration of the actions undertaken by FPL pursuant to this stipulation, ISPC and SOLAR agree to:
 - a. withdraw their request for hearing in Docket No. 941170-EG upon the Commission's approval of this stipulation;
 - b. not participate in the review and approval of program participation standards arising from Docket No. 941170-EG, the review and approval of any monitoring and evaluation plan required by the Commission in Docket No. 941170-EG, and any workshops created as a result of orders in Docket No. 941170-EG, so long as any review, approval and/or workshops do not affect the agreements reached in this stipulation;

- c. meet and agree with FPL regarding the content of objective solar water heating educational information to be provided by FPL to its customers; and
 - d. enter no objection to any potential FPL petition to withdraw its Residential Solar Water Heating Research Project.
2. In consideration of the actions undertaken by ISPC and SOLAR pursuant to this stipulation, FPL agrees:
- a. to phase out the offering of solar water heating incentives by continuing to offer solar water heating WattSaver certificates until the earlier of May 30, 1996 or the date of issuance of the 1,439th certificate during the twelve month period beginning June 1, 1995 and paying solar water heating WattSaver certificates until three months after the issuance of the last authorized certificate;
 - b. to provide to ISPC and SOLAR, for the year beginning June 1, 1995, (i) monthly updates of the number of solar water heating WattSaver certificates issued and (ii) notice of when and if the certificates issued reach 1300;
 - c. to meet and agree with ISPC and SOLAR regarding the contents of objective solar water heating educational information, written and oral, to be provided to customers during residential energy audits and in response to residential customer inquiries related to solar water heating. In the event FPL and ISPC and SOLAR cannot reach agreement, the initial dispute as to what constitutes objective solar water heating information to be provided to FPL residential customers may be brought to the Florida Public Service Commission for resolution, and FPL agrees not to contest ISPC's and SOLAR's standing to participate in that resolution.

After the initial determination (by agreement or Commission resolution) of what constitutes objective solar water heating information to be provided by FPL to its residential customers, if FPL desires to modify the substantive content of such information or to discontinue providing such information, FPL will petition the Commission to approve such a change and provide notice to ISPC and SOLAR of such petition, and nothing in this stipulation or its implementation shall be construed as granting ISPC and SOLAR standing to participate in such a proceeding or as waiving FPL's right to challenge ISPC's and SOLAR's potential participation in such a proceeding; and

- d. to provide adequate training for appropriate FPL employees to ensure the accurate dissemination of objective solar water heating information.
3. Nothing in this stipulation shall be construed as requiring FPL: to implement or to continue to offer any DSM option or program that is not cost-effective under the Rate Impact Measure and Participants tests other than the phase out of the offering of solar water heating incentives pursuant to paragraph 2.a.; to modify or to refrain from seeking modification of the conservation goals established for FPL in Order No. PSC-94-1313-EG; to modify its DSM Plan in a fashion other than as outlined in paragraphs 2.a. through 2.d. above; or to refrain from seeking modification of its DSM Plan.
4. This stipulation shall become null and void in its entirety if it is not approved by the Florida Public Service Commission.
5. This stipulation may not be modified except by the written mutual consent of ISPC and SOLAR and FPL. However, ISPC and SOLAR and FPL recognize that the Commission

has continuing jurisdiction regarding FPL's DSM programs and may, on its own initiative, suggest program changes, subject to the rights of appropriate parties to participate in the resulting proceedings.

6. This stipulation shall be subject to the jurisdiction of the Florida Public Service Commission, and the Commission shall be the sole body for the resolution of any disputes arising out of the discharge of this agreement.

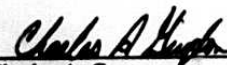
DATED: September 27, 1995

**THE INDEPENDENT SAVINGS
PLAN COMPANY, SOLAR
CITY, INC.**



Robert B. Hicks, Attorney for
The Independent Savings Plan
Company and Solar City, Inc.

**FLORIDA POWER & LIGHT
COMPANY**



Charles A. Guyton, Attorney for
Florida Power & Light Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that true and correct copies of the Stipulation Of Florida Power & Light Company And The Independent Savings Plan Company And Solar City, Inc., were served by Hand Delivery (when indicated with an *) or mailed this 28th day of September, 1995 to the following:

Martha Carter Brown, Esq.*
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Gunter Building, Room 370
Tallahassee, Florida 32301

James A. McGee, Esq.**
Florida Power Corporation
Post Office Box 14042
St. Petersburg, Florida 33733-4042

Jeffrey A. Stone, Esq.**
Beggs & Lane
Post Office Box 12950
Pensacola, Florida 32576-2950

Lee L. Willis, Esq.**
James D. Beasley, Esq.
Macfarlane, Ausley, et al.
227 South Calhoun Street
Tallahassee, Florida 32302

Debra Swim, Esq.*
Legal Environmental
Assistance Foundation, Inc.
1115 North Gadsden Street
Tallahassee, Florida 32303

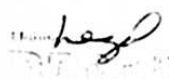
Jack Shreve, Esquire*
John Roger Howe, Esquire
Office of Public Counsel
111 West Madison Street
Room 812
Tallahassee, Florida 32399-1400

Robert Scheffel Wright, Esq.*
Landers & Parsons
310 West College Avenue
Third Floor
Tallahassee, Florida 32301

Robert B. Hicks, Esquire
The Independent Savings Plan Company
6302 Benjamin Road, Suite 414
Tampa, Florida 33634


Charles A. Guyton

** Courtesy Copy



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Approval of Demand Side Management) Docket No. 941170-EG
Plan of Florida Power & Light Company) Filed: September 19, 1995

**STIPULATION OF PEOPLES GAS SYSTEM, INC.
AND FLORIDA POWER & LIGHT COMPANY**

This stipulation is entered into between Peoples Gas System, Inc. ("Peoples") and Florida Power & Light Company ("FPL") pursuant to Section 120.57(3), Florida Statutes, for the purpose of an informal disposition of Peoples' requests for hearing in Docket No. 941170-EG. FPL and Peoples wish to avoid the time, expense and uncertainty associated with adversarial litigation in this docket in keeping with the Commission's encouragement to settle disputes. Accordingly, without prejudice as to FPL's or Peoples' position in any other proceeding before this Commission, FPL and Peoples agree and stipulate as follows:

1. In consideration of the actions undertaken by FPL pursuant to this stipulation, Peoples agrees:
 - a. to withdraw its Petition on Proposed Agency Action and its Petition for Formal Proceeding and related pleadings and responses in Docket No. 941170-EG;
 - b. not to participate further in Docket No. 941170-EG, including the review and approval of program participation standards arising from Docket No. 941170-EG, and the review and approval of any monitoring and evaluation plan required by the Commission in Docket No. 941170-EG;
 - c. to identify potential sites for FPL's proposed Gas Engine-Driven Chillers Research Project and Gas Engine-Driven DX Air Conditioning Research Project.

- In identifying potential sites Peoples will give priority to existing sites with state of the art technology and identify sites that should yield results which are transferable to other sites;
- d. contribute \$ 35,000.00 to the monitoring and evaluation of FPL's proposed Gas Engine-Driven Chillers Research Project and Gas Engine-Driven DX Air Conditioning Research Project. Peoples' contribution shall be credited to FPL customers as a reduction of the monitoring costs for the two research projects that are passed through FPL's Energy Conservation Cost Recovery ("ECCR") clause; and
 - e. not protest the Commission's order approving FPL's Natural Gas End-Use Technology Research and Development Plan.
2. In consideration of the actions taken by Peoples pursuant to this stipulation, FPL agrees:
- a. to allow Peoples to identify potential sites for FPL's proposed Gas Engine-Driven Chillers Research Project and Gas Engine-Driven DX Air Conditioning Research Project. In identifying potential sites Peoples will give priority to existing sites with state of the art technology and identify sites that should yield results which are transferable to other sites.
 - b. to seek a revision of its Gas Engine Driven Chiller Research Project to remove heat recovery requirements so that gas engine-driven chillers with heat recovery would not be an application FPL is actively researching and could be an eligible installation for FPL's BCI patterned gas research and development project, which is more fully described in Paragraph 2.c.;

- c. to file a petition with the Florida Public Service Commission seeking approval of a gas research and development project patterned after FPL's Business Custom Incentive ("BCI") Program. The BCI type gas research and development project will extend for a period of two years from program approval, unless shortened or discontinued upon the Commission's initiative. Under the BCI patterned project Peoples may request cost-effectiveness analyses for no more than twenty-four (24) projects within FPL's service territory. Projects which pass cost-effectiveness and for which incentives are paid must meet a minimum savings of 25 kW individually and may not exceed a savings of 10 MW collectively and 2 MW individually. Except for desiccant cooling, applications which FPL is actively researching, including the applications covered by FPL's Natural Gas End-Use Technology Research and Development Plan, will not be eligible for this gas research and development project unless bundled with equipment that is not eligible for FPL DSM incentives. Small (not larger than 150 kW) self-service package cogeneration applications and hybrid systems will be eligible if they meet other BCI program eligibility criteria. If Peoples proposes applications that are eligible for incentives under Peoples' approved conservation programs, Peoples' incentives will be recognized as a cost reduction in the Participants test analysis performed by FPL; however, if the recognition of the Peoples' incentive combined with FPL's incentive results in less than a two year payback to the customer, both Peoples' and FPL's incentives shall be reduced proportionately to a level such that the customer receives a total incentive that results in a payback of

- g. to withdraw its motions and memoranda in opposition to Peoples' petitions requesting a hearing in Docket No. 941170-EG.
3. Although not consideration for actions undertaken by FPL pursuant to this stipulation, Peoples will contract with Maury J. Blalock, P.E., to provide consulting services regarding this agreement and the data to be collected pursuant to this agreement, including site-specific applications and monitoring of electric and gas usage, and all costs incurred by Peoples as mentioned in this stipulation will be collected through Peoples' ECCR clause, but will be recoverable over the period of the research and development projects rather than during the recovery periods when spent.
 4. Nothing in this stipulation shall be construed as requiring FPL: (a) to implement or to continue to offer any DSM option or program that is not cost-effective under the Rate Impact Measure and Participants tests; (b) to modify or refrain from seeking modification of the conservation goals established for FPL in Order No. PSC-94-1313-EG; (c) to modify its proposed DSM Plan in a fashion other than seeking approval of a BCI type gas research and development project as more fully described above in paragraph 2.b., or (d) to refrain from seeking modification of its DSM Plan.
 5. This stipulation shall become null and void to the extent it is not approved by the Florida Public Service Commission.
 6. This stipulation may not be modified except by the written mutual consent of Peoples and FPL. However, FPL and Peoples recognize the Commission's continuing jurisdiction regarding FPL's and Peoples' DSM activities and that the Commission may suggest changes on its own initiative.

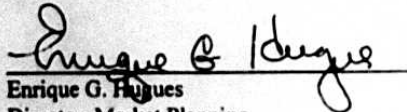
7. This stipulation shall be subject to the jurisdiction of the Florida Public Service Commission, and the Commission shall be the sole body for the resolution of any disputes arising out of the discharge of this agreement.

DATED: September 19, 1995

PEOPLES GAS SYSTEM, INC.

FLORIDA POWER & LIGHT COMPANY


Vernon I. Krutsinger
Manager, Energy Utilization

 9-15-95
Enrique G. Hughes
Director, Market Planning

TAL/12767-1

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served by hand delivery (*) or by United States Mail, postage prepaid, on the following individuals this 20th day of September, 1995:

Martha Carter Brown, Esquire*
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Gunter Building, Room 370
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ROBERT SCHEFFEL WRIGHT

June 28, 1995

Director
Division of Records and Reporting
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Petition on Proposed Agency Action

This letter is in regards to the Approval of Demand-Side Management Plan of Florida Power & Light Company, Docket No. 941170-EG 6/28/95

My name is Donnie Nolley I am the owner of Free Energy Survey, a residential energy auditing company in FPL's northern district. I live at 1372 Salina St SE, Palm Bay, FL 32909 I would like to address FPL's proposal to discontinue the residential solar water heating program I have been in the energy auditing business for the last twenty years and have found solar water heating to be of interest to homeowners

We are all concerned with finding renewable sources of energy that do not deplete our natural resources Solar energy is an excellent resource that is being used simply and effectively, now Florida Power & Light has an ulterior motive in discontinuing this program, they are threatened by future prospects of solar usage, and their loss of revenue

FPL has not promoted solar water heating as a viable alternative to electric energy Their auditors have discouraged and misled homeowners in the beneficial use of solar water heating I meet with 50-60 households a month to discuss their energy uses and the programs offered by FPL, 85% of these families are interested in solar energy. There is a large market for solar energy, but of the homeowners who contact FPL, 95% of them cancel their orders for solar water heating

Solar energy is an important resource that is available now and has been proven effective in hot water heating Solar energy is at the heart of economic and technological growth in the field of renewable technologies, discontinuance of the residential solar water heating program, now, would be a step backwards With Florida Power & Light's support and promotion of solar energy, contractors can provide homeowners with a cost-effective, renewable energy resource

I ask that you reverse the decision to discontinue solar water heating Solar energy works, it is the future of Florida

Sincerely,

Donnie E Nolley
Donnie Nolley

encl

06134 45
6/28/95



Background

In 1993 the Florida Legislature passed the Florida Building Energy-Efficiency Rating Act. This act establishes a voluntary statewide energy-efficiency rating system for residential buildings. The intent of the act is to provide home buyers with a marketplace yardstick that measures the benefits of energy-efficiency improvements.

Florida's efforts closely parallel national activities. For example, the U.S. Department of Energy is developing national standards for Home Energy Rating System, and the U.S. Department of Housing and Urban Development administers an Energy Efficient Mortgage (EEM) guarantee program that allows buyers of energy-efficient homes to qualify for mortgages at higher debt-to-income ratios than they would for conventional mortgages. A home's energy-efficiency rating may qualify it for an EEM.

Rating System

Florida's Building Energy-Efficiency Rating System and Guide provide a fair, balanced way to compare energy efficiency among various residences of the same size and number of bedrooms. It gives overall estimates for the following:

- The home's annual energy cost in dollars (\$)
- Annual energy use in millions of British thermal units (MBtu)
- A rating for the residence in relation to the most and least efficient residences

In addition, the rating system provides nine separate energy end-use estimates that are combined to arrive at the overall rating. These energy end-uses for residences are:

- Air conditioning
- Cooking
- Space heating
- Clothes drying
- Water heating
- Pool water pumping
- Lighting
- Miscellaneous equipment
- Refrigeration

Ratings are computed based on three sources:

- Class 1 - data from the audit and field performance tests
- Class 2 - data from site audit
- Class 3 - data from plans (new buildings only)

Rating Basics

Much like an automobile mile-per-gallon sticker or an appliance energy guide, the Florida Building Energy Rating Guide is only an estimate. It represents the most likely energy consumption and cost under standard home occupancy and operating conditions.

For example, the rating system assumes that each bedroom in the home is used by one occupant. It also assumes that the thermostat is set at 78°F for cooling and 72°F for heating. For a five-bedroom home with only two occupants, actual energy use is likely to be lower than the rating. Similarly, if the thermostat is set differently from the assumed 78°F and 72°F, actual home energy use will also differ.

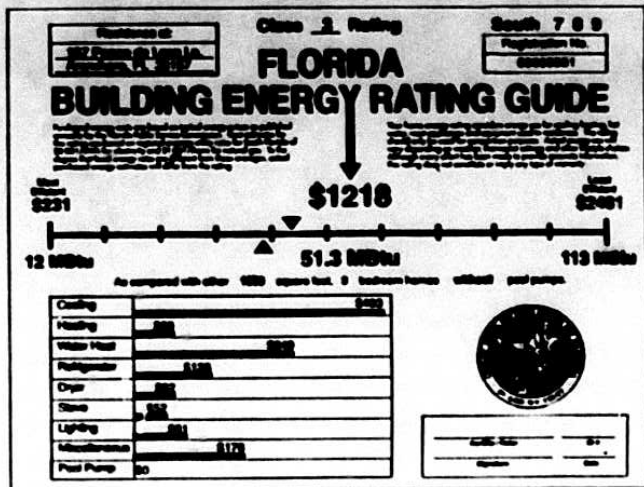
Estimates of energy cost are based on average regional cost by fuel type. Utility prices vary, so actual energy cost may differ from the estimate. The Rating Guide specifies the utility prices used to compute the estimate.

Interpreting the Rating


The Rating Guide provides a scale that allows you to compare a specific building with the most efficient and least efficient building energy technologies available today. The "most efficient" end of the scale represents both the lowest energy use (in MBtu) and the lowest cost. The lowest energy use represents the most energy-efficient technologies currently available. The lowest cost represents the choice of fuel that will provide that energy at the least price.

Although the lowest rating is always technically achievable, it usually is not the most cost-effective. Generally speaking, the closer the rating is to the left end of the scale ("most efficient"), the more difficult and expensive it will be to achieve more efficiency. On the other hand, ratings toward the right end of the scale ("least efficient") can be easily and cost-effectively improved.

The breakdowns of separate energy uses in the guide shows how costs are distributed. This information will be helpful when you face a choice of where to invest money in energy-efficiency improvements.



WATT-SAVER



TL 199

FPL's ENERGY CONSERVATION INCENTIVE CERTIFICATE

CUSTOMER NAME _____

ADDRESS _____

CITY _____ ZIP _____ PHONE _____

AMOUNT _____ dollars and 100 \$ _____

ACCOUNT NO

NON - NEGOTIABLE

Valid only if signed prior to work being initiated
**FPL RESERVES THE RIGHT TO NULLIFY
 AFTER 90 DAYS OF ISSUANCE**

For partial payment to participating contractor upon installation of measures indicated below. This Certificate is valid only for work performed by a participating licensed contractor.

FPL REPRESENTATIVE _____ ID# _____ DATE _____

FAMILY SIZE

1 2 3 4 5

WATER HEATING

HEAT PUMP	HEAT RADIANT
1 2 3 4 5	1 2 3 4 5

CEILING INSULATION

APPLY TO	APPLY TO	APPLY TO
CHART 1	CHART 2	CHART 3
SC FT	SC FT	SC FT

WINDOW TREATMENT

APPLY TO	APPLY TO	APPLY TO
1	2	3
SC FT	SC FT	SC FT

Contractor Name _____

MAIL ADDRESS _____ CITY _____ ST _____ ZIP _____

SIGNATURE _____ TITLE _____ INSTALLED DATE _____

I acknowledge that the measure indicated was installed at the address listed above.

CUSTOMER SIGNATURE _____

FPL accepts no responsibility for the quality of the workmanship or installation of any conservation measures it recommends nor for any consequential or incidental damages resulting from defects therein, and does not guarantee such measures, even if free from defects and properly installed.

FPL USE ONLY

SYS	MS	W	E	I	S	R	Inspector			Date		ID #	Inst Type	
							COMP	SEC	UC	Mo	Yr			
WT	W	8650	I	90	A	000	03	0	L	085	X	782	00	
INSUL	W	8660	I	90	A	000	03	0	L	085	X	781	00	
SOLAR	W	8840	I	90	A	000	03	0	L	085	X	786	00	
HRU	W	8840	I	90	A	000	03	0	L	085	X	788	00	

VENDOR NUMBER _____

DRIVER'S LICENSE NO. _____

Form 848 (Non-Stocked) Rev. 4/91



FPL Walk-Thru Energy Survey

SURVEY NUMBER					
DIST	CYD	AG-TE	FD-IG	T	C

Date _____

Name _____

Address _____

City _____ Phone No _____

Based on the Walk-Thru Energy Survey of your home, FPL recommends the following conservation measures and practices to help you save energy and money.

To reduce cooling and heating costs:

- Install highest efficiency unit available when replacing present air conditioner (air conditioner, 11.0 EER/SEER or higher, recommended for South Region; heat pump, 11.0 or higher, recommended for North Region).
- Replace electric resistance heat with high efficiency heat pump (11.0 EER or higher).
Or natural gas heating.
- Seal leaks in cooling and heating ducts.
- Install clock thermostat if you leave the air conditioner running when the house is vacant for extended periods or if you are a seasonal resident.
- Install or increase attic insulation to at least R-19. (Estimated present level R _____)
 ___ Add R 19
 ___ Add R 11
- Install window treatment on: _____ East/West/SE/SW _____ South _____ NE/NW
- Caulk and seal windows and doors.
- Weatherstrip windows and doors.
- Install plastic inserts for jalousie windows.

To reduce water heating costs:

- Install one of the following systems:
 - Solar Water Heating System (uses the sun's energy to heat water)
 - Heat Recovery Water Heating System (uses the heat from the central air conditioner to heat water)
 - Heat Pump Water Heating System (draws heat from the air to heat water)
 - Natural Gas Water Heating System.
- Install low flow shower heads and faucet flow restrictors.
- Install water heater insulation
 - Entire wrap Top cover and pipes only

Other energy-saving practices and measures:

- Repair leaky faucets.
- Lower temperature setting of water heater (Turn off power before making this adjustment):
 - 140° F if you use a dishwasher
 - 120° F for normal use
- Turn off water heater when leaving for 2 days or longer.
- Use outside and/or inside shading for windows and walls (shrubbery, drapes, blinds, etc.)
- Set thermostat to 68° F during the heating season (winter months).
- Set thermostat to 55° F at night or when leaving for 4 or more hours during the heating season. (Not advisable for heat pumps.)
- Install ceiling fans (effective only when room occupied).
- Clean or replace air-conditioning filter(s) monthly during heavy usage periods.
- Set thermostat no lower than 78° F during the cooling season.
- Turn air conditioner off when leaving for longer than 4 hours or set thermostat to 82° F during the cooling season.
- Have air conditioning system serviced annually.
- Use fireproof material to plug any holes or gaps around fireplace damper.
- Add batt insulation to attic scuttle hole panel.
- Use clothesline where deed restrictions permit.
- Operate pool pump during the following hours:
Summer: 9 am - 3 pm and 9 pm - 11 pm
Winter: 9 am - 3 pm
- Clean refrigerator condenser coil at least twice a year. Check door seal for leaks.
- Install timers or photocells to be sure outside lights do not operate during daylight hours.
- Install duct insulation.
- Install wall insulation.
- Replace pool heating system with solar swimming pool heating (where present heating is non-renewable resource).

The results of this residential energy survey indicate your home has a _____ Star Rating. The higher number of stars denotes a more efficient home with a Five Star rated home being the most efficient. Implementing the measures checked above can increase the energy efficiency of your home and may improve its rating under the Five Star Watt Wise Rating Program.

Customer Signature _____

Prepared by _____

Water Heater
 MODEL-ET90-42, F9E90-42, TET42
 ELECTRIC
 FIRST HOUR RATING: 50 PREFIX-OR, Z, K, M
 SUFFIX-S, D, ST, R, D, R, L, U, 9

ENERGYGUIDE

Estimates on this guide are based on a national average ELECTRIC RATE OF 9.04¢ PER KILOWATT HOUR

Only models with first hour ratings of 40 - 55 GPM, 120S are used in this guide

\$456

Model with lowest energy cost \$423

▼ THIS MODEL ▼

Model with highest energy cost \$522

Your cost will vary depending on your local energy rate and how you use the product. This energy cost is based on U.S. Government standard rates. How much will this model cost you to run yearly?

YEARLY COST

Cost per KILOWATT HOUR	Yearly Cost
4¢	\$327
6¢	\$340
9¢	\$454
10¢	\$557
12¢	\$681
14¢	\$794

All: your salesperson or local utility for the energy rate in your area
 COST PER KILOWATT HOUR

Important: Removal of this label before consumer purchase is a violation of federal law. (42 U.S.C. 6302)

EN11900



FPL

On behalf of Florida Power and Light Company, this

Certificate of Achievement

is hereby presented to

Donnie E. Wolley

for successfully completing the course(s)

CE Course Sponsor Number: 09P0189

Course Name: R.C.S. Auditor Workshop

Number: 09P0189-

Grade Hours: 14

Class 2 Boars Raters

Course Name:

Number: 09P0189-

Grade Hours:

Course Name:

Number: 09P0189-

Grade Hours:


Course Name:

Number: 09P0189-

Grade Hours:



Instructor



Senior Program Manager