

Susan D. Ritenour
Secretary and Treasurer
and Regulatory Manager

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ORIGINAL



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

040000-PU
RECEIVED FPSC
NOV 19 AM 10:06
COMMISSION CLERK

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.

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

EGR Tariff Sincerely,

GCL _____
OPC _____ *Susan D. Ritenour*

MMS _____
RCA _____ lw

SCR _____ cc: Beggs & Lane
SEC 1 Jeffrey A. Stone, Esquire
OTH _____ Florida Public Service Commission
David Wheeler

DISTRIBUTION CENTER

2004 NOV 19 AM 9:15

DOCUMENT NUMBER-DATE

12424 NOV 19 04

FPSC-COMMISSION CLERK

_____ 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 _____

CSS SP TOUCP SCAN

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)

**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 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 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

_____ Home Phone

_____ E-mail Address Evening/Alternate Phone

_____ Account Number

ISSUED BY: Susan Story Travis Bowden

EFFECTIVE: ~~June 7, 2002~~