**Linda G. Malone** Assistant Secretary and Assistant Treasurer One Energy Place Pensacola, Florida 32520-0786

Tel 850.444.6664 Fax 850.444.6026 LGMALONE@southernco.com



RECEIVED-FPSC



April 13, 2005

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:

RE: Docket No. 040032-EG

Enclosed are an original and fifteen copies of Gulf Power Company's 2005 Demand-Side Management Plan and Program Standards in the above docket.

Sincerely,

**Enclosure** 

COM \_\_\_\_cc:

CMP

CTR

Beggs and Lane

Jeffrey A. Stone, Esquire

inda G. Molone

OPC \_\_\_\_ MMS \_\_\_ RCA \_\_\_ SCR \_\_\_ SEC \_\_I OTH

03634 APR 14 8
FPSC-COMMISSION CLERK

#### BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

#### Certificate of Service

I HEREBY CERTIFY that a true copy of the foregoing was furnished by hand delivery or the U. S. Mail this <u>13</u> day of April 2005 on the following:

Adrienne Vining, Esquire FL Public Service Commission 2540 Shumard Oak Boulevard Tallahassee FL 32399-0863

Robert Vandiver, Esquire
Office of Public Counsel
111 W. Madison St., Suite 812
Tallahassee FL 32399-1400

James McGee, Esquire Progress Energy Service Co., LLC P. O. Box 14042 St. Petersburg FL 33733-4042

Charles Guyton, Esquire Steel, Hector & Davis LLP 215 S. Monroe Street, Ste 601 Tallahassee FL 32301

Richard A. Zambo, Esquire 598 SW Hidden River Avenue Palm City FL 34990 Vicki Gordon Kaufman, Esq. McWhirter Reeves 117 S. Gadsden Street Tallahassee FL 32301

Lee L. Willis, Esquire James D. Beasley, Esquire Ausley & McMullen P. O. Box 391 Tallahassee FL 32302

Dept of Community Affairs FL Public Service Commission 2540 Shumard Oak Boulevard Tallahassee FL 32399-0850

Executive Office of the Governor Office of Planning and Budget General Government Unit The Capitol, Room 1502 Tallahassee FL 32399-0001

JEFFREY A. STONE Florida Bar No. 325953 RUSSELL A. BADDERS

Florida Bar No. 0007455

BEGGS & LANE P. O. Box 12950

Pensacola FL 32591-2950

(850) 432-2451

Attorneys for Gulf Power Company



## 2005 Demand-Side

# **Management Plan**

# **Program Standards**

Docket No. 040032-EG April 13, 2005

DOCUMENT NUMBER-DATE
03634 APR 148

FPSC-COMMISSION CLERK



Table of Contents	Page
Residential Conservation Programs	
GoodCents Select Program	1
GoodCents Home/Energy Star Program	7
Residential Geothermal Heat Pump Program	
Residential Energy Survey Program	
Low Income Energy Education Program	
Affordable Housing Builders and Providers Program	
Commercial/Industrial Conservation Programs	
GoodCents Commercial Buildings Program	20
Commercial Geothermal Heat Pump Program	
Commercial/Industrial Energy Analysis Program	
Real Time Pricing Program	
Energy Services Program	33
Renewable Energy Program	
Solar for Schools	36
Photovoltaic Optional Rate Rider	42
Other Renewable Energy Programs	
Conservation Demonstration and Development	45

1



#### **GoodCents Select Program**

#### **Program Objective**

The objective of the GoodCents Select program is to reduce peak period electrical demand on Gulf Power's electric system by offering eligible residential customers an optional RSVP (residential service variable pricing) rate along with facilitating energy management equipment. This program provides participants with the ability to shift their energy usage from higher price periods to lower price periods in order to lower their monthly electric bills.

#### **Customer Eligibility**

#### Availability

Available to customers eligible for Rate Schedule RS and limited to those customers who meet certain equipment requirements as described below.

#### **Applicability**

Applicable as an alternative to Rate Schedule RS for service used for domestic purposes at an individually metered dwelling unit suitable for year-round family occupancy containing full kitchen facilities. Service provided hereunder shall not be shared with or resold to others. Service is provided only with the owner's permission. If the customer is leasing the premise, the owner of the premise must give written permission for the customer to participate since installation of energy management equipment at the premise is necessary to provide the service.

#### Participation Requirements

#### **Equipment Requirements**

- 1. Hard-wired, touch-tone phone service
- 2. Service entrance panel or house power panel rated at 200 amps or less



- Central heating and air conditioning that is compatible with Company installed energy management equipment and in good working order
- 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 \$179.00 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: \$10.00

Program Participation Charge: \$4.95

Energy Charge:

Low Cost Hours (P<sub>1</sub>): 1.785¢ per kWh Medium Cost Hours (P<sub>2</sub>): 3.021¢ per kWh High Cost Hours (P<sub>3</sub>): 7.598¢ per kWh Critical Cost Hours (P<sub>4</sub>): 28.500¢ per kWh

Fuel Charge: Fuel charges are normally adjusted by the Florida Public Service Commission annually in January. As of January 1, 2005, the amount for fuel was 2.837¢ per kWh. For current fuel costs included in this tariff, see Gulf Power Company Rate Schedule CR.

#### **Determination of Pricing Periods**

Pricing periods are established by season for weekdays and weekends.

The pricing periods for price levels  $P_1$ ,  $P_2$ , and  $P_3$  are as follows:

May through October

Weekdays  $\frac{P_1}{11 \text{ P.M.} - 6 \text{ A.M.} } \frac{P_2}{6 \text{ A.M.} - 1 \text{ P.M.} } \frac{P_3}{1 \text{ P.M.} - 6 \text{ P.M.} }$ 

Weekends 11 P.M. – 6 A.M. 6 A.M. – 11 P.M. ------

November through April

Weekdays  $\overline{11 \text{ P.M.}} - 5 \text{ A.M.}$   $\overline{5 \text{ A.M.}} - 6 \text{ A.M.}$   $\overline{6 \text{ A.M.}} - 10 \text{ A.M.}$   $\overline{10 \text{ A.M.}} - 11 \text{ P.M.}$ 

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 P<sub>4</sub>.

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 Independence Day Thanksgiving Day Memorial Day Labor 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 deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the customer for service.

#### **Term of Contract**

The term of service under this rate shall be continued thereafter unless terminated by the customer with thirty days written notice.

#### Agreement

Customers that meet the equipment requirements can submit an agreement, as shown in Attachment A, that permits the Company to bill them in accordance with Rate Schedule RSVP and install the energy management equipment at their premise. Under this rate, the customer agrees to pay a monthly participation charge of \$4.95 per month, in addition to the standard customer charge.



#### **Product Eligibility**

The energy management equipment used in the GoodCents Select program is provided by a sole-source vendor. The vendor and Gulf Power Company routinely monitor and evaluate the equipment for functionality and performance.

#### **Trade Ally Eligibility**

To maintain efficiencies and ensure quality and consistency as well as customer satisfaction, the Company has one exclusive contractor that installs and maintains the equipment.

#### **Incentive Processing**

Currently, there is no incentive program for either customers or contractors applicable to the GoodCents Select program.

#### **Reporting Requirements**

All program charges such as Payroll & Benefits, Materials, Vehicles & Expenses and Advertising shall be reported in the Energy Conservation Cost Recovery True-Up and Projection Filings, specifically through Schedules CT-2 and C-2 respectively.

The DSM Program Progress Report shall be submitted annually to the FPSC by March 1 of each year summarizing the total achieved energy and demand saving results in the preceding calendar year.

Section VII Third Revised Sheet No. 7.41

		and GULF POWER COMPANY
		Canceling Second Revised Sheet No. 7.41

	(Customer Name)		
	Agreement F Residential Advanced Energy M		1
Co	reement, made this day of, 2 mpany, a corporation, (the "Company"); and lled "Customer").	0, by and betwe	en Gulf Power , (hereafter
It is	s hereby agreed:		
1.	Customer chooses to take service pursuant to Gu Energy Management Program which has been Commission (FPSC). This program includes se Schedule RSVP, on file with and approved by the	approved by the Fl	orida Public Service
2.	Gulf Power Company will provide the necessary the Customer's premises for the duration of the cowillful damages to Company-owned energy roustomer's premises.	ntract. Customer will b	e responsible for any
3.	Customer will provide reasonable access for i and/or removing Company-owned equipment. F removal of Company-owned equipment, are de incorporated as part of this agreement.	ees, where applicable	e for installation and
4.	Customer's electrical equipment and appliances a at the sole discretion of the Company. Gulf Pomaintenance, or replacement of the Customer's el	wer will not be respo	nsible for the repair,
5.	Billing under Rate Schedule RSVP will commer testing of the equipment, and will continue until notice. Rate Schedule RSVP is incorporated as acknowledges having received and reviewed the Rate Schedule RSVP. Customer understands ar well as the rates, terms, and conditions therein a and such changes will be applicable to the Custom	terminated by the Cu a part of this agreeme rates, terms, and co ad acknowledges that the re subject to periodic	ent. Customer hereby nditions contained in this rate schedule, as
6.	This agreement supersedes all previous agreem oral, heretofore made between the Company a herein contained. Any modification(s) to this Agre Company and the Customer.	nd the Customer with	n respect to matters
Gu	If Power Company		Customer Signature
Re	presentative of Gulf Power Company		Street Address
	R OFFICE USE ONLY:		
Rec	ceived onmise	Day Phone	City, State, Zip  Home Phone
Bill	Group Meter [] eder Loc	——————————————————————————————————————	Evening/Alternate Phone
766	SUCILUL FOICS   NUll		Lveriiiu/Aitelliate Filorie

,	Customer Signature
Representative of Gulf Power Company	Street Address
FOR OFFICE USE ONLY:	City, State, Zip
Received on Premise Bill Group Meter [ ]	Day Phone Home Phone
Feeder Loc PS Yes [] No [] Processed On By	Evening/Alternate Phone
[]CSS []SP []TOUCP []SCAN	E-mail Address
	Account Number

ISSUED BY: Susan Story **EFFECTIVE**: January 18, 2005



#### GoodCents Home/ENERGY STAR Program

#### **Program Objective**

The objective of the GoodCents Home/Energy Star Program is to encourage energy efficient construction of new single- and multi-family homes through the development and promotion of energy efficient HVAC and building envelope standards. The objective of these standards is energy savings for the resident as well as energy and peak demand reductions on Gulf Power Company's electric system.

#### **Customer Eligibility**

The GoodCents/Energy Star program is available to Gulf Power Company's residential customers constructing new homes. Eligible dwellings must have central, whole house heating and air conditioning systems. Eligible dwellings must be accessible to Gulf Power personnel for verification of qualifying features or measures.

#### **Participation Requirements**

**ENERGY STAR --** To qualify for Energy Star Certification, a new home must achieve a minimum 86 Home Energy Rating System (HERS) Score and pass the performance testing protocol required by the Energy Star Home program upon completion of the house.

Before receiving the Energy Star Certificate, the builder or individual seeking the
certification must pay Gulf Power the \$250 new home performance testing fee as required for
a Class I Building Energy Rating System (BERS) Rating by Gulf Power Rate Schedule
BERS.



**GoodCents** – To qualify for GoodCents designation, a new home must be constructed with the following prescriptive features as a minimum:

#### <u> 2005</u>

	GoodCents/Er	iergy S	Star Home
Wall Insulation	R-13		R-19
	with	OR	with
Attic Insulation	R-38		R-30
Floor Insulation (off-grade)	R-19		
Windows	Double	Pane '	Windows
Doors	Insulat	ed Doo	ors
Heating	3.25 C	OP/.90	AFUE
Cooling	11.00 \$	SEER	
Infiltration Barrier	Per Flo	rida Er	nergy Code

#### <u> 2006 - 2009</u>

	GoodCents/Energy Star Home
Wall Insulation	R-13 R-19
	with <i>OR</i> with
Attic Insulation	R-38 R-30
Floor Insulation (off-grade)	R-19
Windows	Double Pane Windows
Doors	Insulated Doors
Heating	3.4 COP/.90 AFUE
Cooling	14.00 SEER
Infiltration Barrier	Per Florida Energy Code

- To qualify for GoodCents designation, the new home's HVAC system must be sized in accordance with the Air Conditioning Contractors of America (ACCA) "Manual J" load calculation procedures.
- To qualify for GoodCents designation, it is *strongly recommended* that the new home have less than 25% glass square footage to total heating and cooled living area square footage.
- To qualify for GoodCents designation, it is strongly recommended that new homes with 2,500 or more square feet of heated and cooled living area have multiple HVAC systems or a single, zoned system.
- Gulf Power Company will be the final judge of whether the requirements of the GoodCents home program have been met.



#### **Product Eligibility**

All products installed to meet the GoodCents/Energy Star Program standards must be installed according to the manufacturer's recommendations and specifications. Additionally, all relevant products must have thermal properties and performance characteristics independently tested using the American Society of Testing and Materials (ASTM); Air Conditioning Contractors of America (ACCA); American Society of Heating, Refrigeration and Air Conditioning (ASHRAE); or other Gulf Power-approved calculations and test methods, where appropriate.

Wall Insulation -- Qualifying wall insulation measures include, sprayed foam (open- and closed-cell), blown fiber (loose fill), batt, and blanket types.

• Insulation must be installed uniformly throughout the entire exterior wall area resulting in the minimum R-Values as specified in the Participation Requirements.

Ceiling Insulation -- Qualifying ceiling insulation measures include blown fiber (loose fill), batt, and blanket types.

- Insulation must be installed as a direct application over the ceiling in an unconditioned area over the conditioned space (i.e., attic).
- Insulation must be installed uniformly throughout the entire area, including scuttle holes, resulting in the minimum R-Values as specified in the Participation Requirements.
- Insulation must not cover soffit or any other type of attic ventilation system.
- Insulation must have minimum clearance around all recessed lighting and gas fired appliances as stipulated in state, county and local codes.



Roof Insulation – The only roof insulation measure that qualifies as GoodCents is open-celled spray foam applied directly to the underside of the roof decking material in a sealed, conditioned attic application.

- Roof insulation must be installed uniformly resulting in a minimum value of R-21 over the entire qualifying area.
- When utilized, this roof insulation measure must be installed according to state, county and local codes.

#### **Reporting Requirements**

The DSM Program Progress Report shall be submitted annually to the FPSC by March 1 of each year summarizing the total achieved energy and demand saving results in the preceding calendar year.



#### Residential Geothermal Heat Pump Program

#### Program Objective

The objective of the Residential Geothermal Heat Pump Program is to reduce the demand and energy requirements of new and existing residential customers through the promotion and installation of advanced and emerging geothermal heating and cooling systems.

#### Customer Eligibility

All Gulf Power Company served single-family and multi-family dwellings in new or existing structures are eligible for the program. Single-family is defined as a unit occupied by one family or household which includes single-family detached or duplex. Multi-family is defined as three or more units attached within a single structure. Individual Customers residing in single-family or multi-family dwellings in new or existing structures are eligible for the program.

#### **Participation Requirements**

All participants must be willing to have an existing home energy survey or new home plan review completed to address proper HVAC sizing, proper installation and other conservation measures. To qualify for the \$150/ton incentive, the closed loop geothermal installation must meet specific requirements as described in the following product eligibility section. Geothermal systems with total tonnage above 10 tons for single-family installations and 50 tons for multi-family installations will be evaluated on a case by case basis for cost-effectiveness. A Gulf Power Company Energy Consultant will perform a final inspection to ensure that all installation guidelines are met. Customers will be paid \$150/ton in one single payment after verification and inspection by a Gulf Power Company Energy Consultant. The incentive will be paid for the installed tonnage of geothermal equipment associated with each dwelling unit.



#### **Product Eligibility**

#### **Installation Guidelines**

Job specifications and installation guidelines are as follows:

- Must be closed loop geothermal heat pump.
- The geothermal heat pump must meet the minimum efficiency of 13.0 EER at 86° entering water temperature (ARI / ISO 13256-1 Performance Data) and water flow of 3.0 gallons per minute per ton.
- Pressure and temperature (P/T) ports shall be installed on all loop systems.
- All piping for loop shall be PE 3408 polyethylene pipe with heat fused joints.
- Exposed polyethylene pipe shall be insulated with minimum 3/8 inch armaflex or equivalent to prevent condensation and potential moisture damage to surrounding materials.
- All loop piping is to be pressure tested above ground prior to placing in bore holes or trench.
- All vertical bore holes are to be grouted/sealed at surface penetrations or in accordance with standard water management requirements.
- Equipment shall be sized according to Manual J or equivalent load calculation procedures.
- Loop contractor guarantees that loop temperature will not exceed design condition of 100° entering water temperature during normal cooling operations.
- Unit should be set on sound deadening/vibration isolation pad.
- Equipment contractor should provide manufacturer letter of certification to install ground source closed loop heat pumps.
- Loop contractor should provide manufacturer letter of certification in heat fusion, design (sizing), and installation of ground source closed loop systems.
- Ducts should be visually inspected for leakage. Any visible problem areas or leakage points should be repaired or sealed.

#### Trade Ally Eligibility

In the event the installation is being done prior to a Customer owning the property or upon an agreement between the Customer and a contractor or developer, the contractor or developer will be eligible for the incentive. Equipment and loop contractors should be trained and certified in the installation of ground source closed loop heat pump systems as described in the product eligibility standards.



#### **Incentive Process**

- 1. Gulf Power Company Energy Consultant will fill out the Residential Geothermal Request for Payment form, keep a copy, and send to Corporate Mass Marketing for final approval. (Attachment A)
- 2. Corporate Mass Marketing will review and forward the completed form to Accounts Payable for payment.
- 3. Corporate Mass Marketing will maintain a file of all payments. Charges will be made to the proper account number for accounting and budgeting purposes.

#### **Reporting Requirements**

All program charges such as Payroll & Benefits, Materials, Vehicles & Expenses and Advertising shall be reported in the Energy Conservation Cost Recovery True-Up and Projection Filings, specifically through Schedules CT-2 and C-2 respectively.

The DSM Program Progress Report shall be submitted annually to the FPSC by March 1 of each year summarizing the total achieved energy and demand saving results in the preceding calendar year.



# Residential Geothermal Heat Pump Program <u>REQUEST FOR PAYMENT</u>

	Date:	
Payment Description: G	eothermal Incentive \$150 per ton ins	talled
Tons	Installed @ \$150 each =	
	Total Payment Amount =	_
Payment To:  Name: Address: City/State/Zip: Federal ID or Social	Security #:	
Account Distribution #: 40: Purchase Order #:	247-908-01151	
Approved for Payment by:	Residential Energy Consultant	Date
	District Marketing Manager	Date
	Mass Market Administrator	Date



#### Residential Energy Survey Program

#### **Program Objective**

The objective of the Residential Energy Survey Program is to provide Gulf Power Company's existing residential customers and individuals or entities building new homes with energy conservation advice that encourages the implementation of efficiency measures resulting in energy savings for the customer as well as energy and peak demand reductions on Gulf's system.

#### <u>Customer Eligibility</u>

The Residential Energy Survey Program is available to all existing customers – customers in homes older than one year — within Gulf Power Company's service territory. The Residential Energy Survey Program is also available to all individuals and entities constructing new homes within Gulf Power Company's service territory.

#### **Participation Requirements**

- In order to participate in the Residential Energy Survey Program, residents or owners of existing homes must be current residential customers of Gulf Power Company.
- Residents or owners of existing homes may choose to have a Gulf Power representative conduct an on-site survey of their home.
- In lieu of an on-site survey, residents or owners of existing homes may opt to participate in
  either a mail-in or on-line, interactive version of the survey known as the "Energy Check
  Up."
- In order to participate in the Residential Energy Survey Program, owners or builders of new homes must be constructing the new home within Gulf Power Company's service territory.



- Individuals or entities building new homes must provide a Gulf Power representative with a
  final set of house plans including at least a detailed floor plan that includes window
  dimensions, and elevations of the home's exterior from all relevant orientations.
- Individuals or entities building new homes must provide a Gulf Power representative with a "good faith" estimate of the building envelope and insulation specifications for the home, as well as any other information necessary for providing a whole-house heat gain and heat loss calculation in accordance with ACCA's "Manual J" procedures.

#### **Trade Ally Eligibility**

The Residential Energy Survey Program is available to all builders and general contractors constructing new homes within Gulf Power Company's service territory.

#### **Reporting Requirements**

All program charges such as Payroll & Benefits, Materials, Vehicles & Expenses and Advertising shall be reported in the Energy Conservation Cost Recovery True-Up and Projection Filings, specifically through Schedules CT-2 and C-2 respectively.





#### **Low Income Energy Education Program**

#### **Program Objective**

Gulf Power Company presently has energy education programs that identify low or no-cost energy conservation measures. In order to better assist low-income customers in managing their energy purchases, the presentation and format of these energy education programs are tailored to the audience. These programs provide basic energy education, as well as inform the customers of other specific services, such as free energy survey, that Gulf Power Company currently offers.

#### **Customer Eligibility**

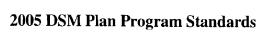
All low income housing customers within Gulf's service area are eligible to attend the education programs that identify low or no-cost energy conservation measures.

#### **Participation Requirements**

Customers within Gulf's service area should call Gulf Power Marketing to arrange for a presentation either one-on-one or in a group setting. A group setting is more cost effective and can have a more profound effect on overall efficiency.

#### **Reporting Requirements**

All applicable program charges such as Payroll & Benefits, Materials, Vehicles & Expenses and Advertising shall be reported in the Energy Conservation Cost Recovery True-Up and Projection Filings, specifically through Schedules CT-2 and C-2 respectively.





#### Affordable Housing Builders and Providers Program

#### **Program Objective**

The objective of the Affordable Housing Builders and Providers Program is to educate and inform these groups about energy efficient construction practices that will reduce the electric energy and demand requirements on Gulf Power's system and increase the affordability of existing and future housing stock.

#### **Participation Requirements**

Gulf Power Company will identify the affordable housing builders within the service area and will encourage them to attend education seminars and workshops related to energy efficient construction, retrofit programs, financing programs, etc., and to participate in the GoodCents Home/Energy Star program. Gulf Power Company will work with the Florida Energy Extension Service and other seminar sponsors to offer seminars and/or workshops. Gulf Power Company will work with all sponsors to reduce or eliminate attendance fees for affordable housing providers.

#### **Trade Ally Eligibility**

All builders within the Gulf Power Company service area are eligible to attend the education seminars and workshops related to energy efficient construction, retrofit programs, financing programs, etc., and are encouraged to participate in the GoodCents Home/Energy Star program.



#### **Reporting Requirements**

All applicable program charges such as Payroll & Benefits, Materials, Vehicles & Expenses and Advertising shall be reported in the Energy Conservation Cost Recovery True-Up and Projection Filings, specifically through Schedules CT-2 and C-2 respectively.



#### **GoodCents Commercial Buildings**

#### **Program Objectives**

The GoodCents Building program objective is to reduce peak electrical demand and annual energy consumption in commercial/industrial buildings. This program provides guidelines and assistance to ensure that buildings are constructed with energy efficiency levels above the Florida Energy Efficiency Code for Building Construction.

#### **Customer Eligibility Standard**

Any commercial/industrial building that can be space conditioned and is located in Gulf Power Company's service area is eligible to participate in the GoodCents Building program.

#### **Participation Requirements**

There are two building design path options available for a commercial building to become GoodCents certified. The design qualification paths are the <u>Prescriptive Envelope Option</u> and the <u>Thermal Performance Option</u>. HVAC Efficiency Requirements are applicable to both Options and are as follows:

#### Air Source HVAC Efficiency Requirements (A/C or Heat Pump):

Systems with cooling capacity  $\leq$  65,000 BTU/h

Unitary split systems

All

Min. 11.0 SEER until 01/01/06

Min. 14.0 SEER after 01/01/06 (Pending EPAC Standard Increase)

Unitary package systems

Min. 11.0 SEER

Packaged Terminal A/C or Heat Pump (PTAC or PTHP)

≤12,000

Min. 11.0 EER

≥12,001

Min. 10.0 EER

*Systems with cooling capacity*  $\geq$  65,001 and  $\leq$  135,000 BTU/h

Unitary split systems

Min. 10.5 EER

Unitary package systems

Min. 10.5 EER



\_\_\_\_

Systems with cooling capacity  $\geq 135,001$  BTU/h

Unitary split systems

Min. 10.0 EER

Unitary package systems

Min. 10.0 EER

In addition to the above Air Source HVAC Efficiency Requirements being met by the building systems, one of the following Options for the building design must be met:

#### **Prescriptive Envelope Option:**

Minimum Insulation Requirements:

R-25 Roof/Ceiling structure

R-11 Exterior Walls

#### Minimum Window (including glass doors) Requirements:

All glass is 100% externally shaded at 3:00 p.m.

<u>or</u>

All glass has a shading coefficient (without any internal shading) of .65 or lower as rated by the manufacturer.

#### Additional Requirements:

In addition to the above requirements, the building must also meet at least three of the seven requirements listed below.

- 1. Increase exterior wall insulation to R-13.
- 2. Increase roof/ceiling insulation to R-30.
- 3. Total glass area is less than 12% of gross exterior wall area.
- 4. Metal insulated or double pane glass exterior doors.
- 5. Install programmable thermostats or Energy Management Systems on all HVAC systems.
- 6. Geothermal Heat Pump HVAC system.
- 7. Heat Pump Water Heating or Pool Heating Heat Pump

#### **Thermal Performance Option:**

The solar and transmission heat gain designed at 93° outside and 78° inside shall not exceed the following levels of heat gain per square foot of the above grade exterior envelope.

Conditioned Floor	BTU/h/Sq. Ft.
Square Footage	of Exterior
	Envelope
0 to 5,000	5.5
5,001 to 15,000	5.0
Over 15,000	4.5



Any customer that fulfills the eligibility standard and whose building has been constructed under the Participation Standard section of the GoodCents Commercial building Program is eligible to have their building certified as GoodCents. Upon completion of the Commercial GoodCents Calculation Sheets and site verification by a Gulf Power Company Commercial Marketing Representative, a building meeting the above standard is certified GoodCents.

#### **Product Eligibility**

All products installed to meet the GoodCents/Energy Star Program standards must be installed according to the manufacturer's recommendations and specifications. Additionally, all relevant products must have thermal properties and performance characteristics independently tested using the American Society of Testing and Materials (ASTM); Air Conditioning Contractors of America (ACCA); American Society of Heating, Refrigeration and Air Conditioning (ASHRAE); or other Gulf Power-approved calculations and test methods, where appropriate.

#### Reporting Requirements

All program charges such as Payroll & Benefits, Materials, Vehicles & Expenses and Advertising shall be reported in the Energy Conservation Cost Recovery True-Up and Projection Filings, specifically through Schedules CT-2 and C-2 respectively.

The DSM Program Progress Report shall be submitted annually to the FPSC by March 1 of each year summarizing the total achieved energy and demand saving results in the preceding calendar year.



#### Commercial Geothermal Heat Pump Program

#### **Program Objective**

The objective of the Commercial Geothermal Heat Pump Program is to reduce the demand and energy requirements of new and existing Commercial/Industrial customers through the promotion and installation of advanced and emerging geothermal heating and cooling systems.

#### **Customer Eligibility**

All Gulf Power Company served Commercial/Industrial facilities in new or existing structures are eligible to participate in the Commercial Geothermal Heat Pump Program.

#### **Participation Requirements**

All participants must be willing to have an existing facility energy audit or new facility plan review completed to address proper HVAC sizing, proper installation and other conservation measures. To qualify for the \$150/ton incentive for full closed loop projects or \$75/ton for hybrid closed loop projects, the geothermal installation must meet the specific requirements as described in the product eligibility section below. The incentive amounts for both full and hybrid geothermal systems are for up to 50 ton system totals. Geothermal systems with total tonnage above 50 tons will be evaluated on a case by case basis for cost-effectiveness and their incentive offering will be included in the DSM Energy Services program. A Gulf Power Company Energy Consultant will perform a final inspection to ensure that all installation guidelines are met. The incentive will be paid for the installed tonnage of geothermal equipment associated with each system installation.



#### **Product Eligibility**

Both full geothermal closed loop ground systems and hybrid system technology are included in this Commercial Geothermal Heat Pump Program. Hybrid systems, for the purpose of this program, are closed geothermal ground heat exchange loops of sufficient size to be adequate for a system's heating requirement, and utilize a fluid cooler to reject excess loop heat during the cooling season.

#### **Installation Guidelines**

Job specifications and installation guidelines are as follows:

- Must be closed loop geothermal heat pump, or hybrid closed loop geothermal heat pump systems.
- The geothermal heat pump must meet the minimum efficiency of 13.0 EER at 86° entering water temperature and a nominal water flow of 3.0 gallons per minute per ton.
- Pressure and temperature (P/T) ports shall be installed on all loop systems.
- All piping for loop shall be PE 3408 polyethylene pipe with heat fused joints.
- Exposed polyethylene pipe shall be insulated with minimum 3/8 inch armaflex or equivalent to prevent condensation and potential moisture damage to surrounding materials.
- All loop piping is to be pressure tested above ground prior to placing in bore holes or trench.
- All vertical bore holes are to be grouted/sealed at surface penetrations or in accordance with standard water management requirements.
- Unit should be set on sound deadening/vibration isolation pad.
- Equipment shall be sized according to Manual "N" or equivalent load calculation procedure.
- Equipment contractor should provide manufacturer letter of certification to install ground source closed loop heat pumps.
- Loop contractor should provide manufacturer letter of certification in heat fusion, design (sizing), and installation of ground source closed loop systems.
- Loop contractor guarantees that loop temperature will not exceed design condition of 100° entering water temperature during normal cooling operations.
- Ducts should be visually inspected for leakage. Any visible problem areas or leakage points should be repaired or sealed.



#### **Trade Ally Eligibility**

In the event the installation is being done prior to a Customer owning the property or upon an agreement between the Customer and a contractor or developer, the contractor or developer will be eligible for the incentive. Equipment and loop contractors should be trained and certified in the installation of ground source closed loop heat pump systems as described in the product eligibility standards.

#### **Incentive Processing**

- 1. Gulf Power Company Energy Consultant will fill out the Commercial Geothermal Request for Payment form, keep a copy, and send original to Corporate Mass Marketing for final approval. (Attachment A)
- Corporate Mass Marketing will review and forward the completed form to Accounts Payable for payment.
- Corporate Mass Marketing will maintain a file of all payments. Charges will be made to the proper account number for accounting and budgeting purposes.

#### **Reporting Requirements**

All program charges such as Payroll & Benefits, Materials, Vehicles & Expenses and Advertising shall be reported in the Energy Conservation Cost Recovery True-Up and Projection Filings, specifically through Schedules CT-2 and C-2 respectively.

The DSM Program Progress Report shall be submitted annually to the FPSC by March 1 of each year summarizing the total achieved energy and demand saving results in the preceding calendar year.



### 2005 Commercial Geothermal Heat Pump Incentive

Customer Information	Payee Information
Customer Name	Name
Installation Address	Address
City, State, & Zip Code	City, State, & Zip Code
Gulf Power Account Number	Social Security / Federal ID Number
<u>Equipment</u>	<u>Approvals</u>
Installation Date	Commercial Energy Consultant/Date
Model Number	District Marketing Manager/Date
Tons Installed	Mass Market Administrator/Date

Minimum Energy Efficiency Ratio of 13.0

Up to 50 ton system totals:
\$150.00 per ton incentive for all full closed loop projects or
\$75.00 per ton incentive for all hybrid closed loop projects
Greater than 50 tons, an economic evaluation is required

Updated 04/11/05



#### Commercial/Industrial Energy Analysis Program

#### Program Objective

The objective of the Commercial/Industrial (C/I) Energy Analysis Program is tri-fold. First, it offers C/I customers assistance in identifying energy conservation opportunities. Second, it provides a medium for the Gulf Power Company C/I Energy Consultant to personally introduce customers to conservation measures including low or no-cost improvements or new electrotechnologies to replace old or inefficient equipment. Third, the program facilitates the load factor improvement process necessary to increase performance for both the customer and Gulf Power Company.

#### **Customer Eligibility**

The C/I Energy Analysis Program is available to all C/I customers served by Gulf Power Company. The Energy Analysis Audit (EAA) program is available to all C/I customers regardless of size or minimum demand. The Technical Assistance Audit (TAA) program is available to all C/I customers with a minimum annual peak demand of 20 kW.

#### **Participation Requirements**

The C/I Energy Analysis Program offers the customer in Gulf's service area several choices of participation. A basic EAA is provided through either an on-site survey or a direct mail survey analysis tool. The business customer may prefer to participate in an on-line survey currently provided by EnergyStar by visiting <a href="www.energystar.gov">www.energystar.gov</a>. Additionally, a more comprehensive analysis can be provided by conducting a TAA.



#### **Trade Ally Eligibility**

The C/I Energy Analysis Program is available to all builders, general contractors, engineers, architects, and other trade allies that are associated with the renovations or additions to existing C/I buildings within Gulf Power Company's service territory.

#### **Reporting Requirements**

All program charges such as Payroll & Benefits, Materials, Vehicles & Expenses and Advertising shall be reported in the Energy Conservation Cost Recovery True-Up and Projection Filings, specifically through Schedules CT-2 and C-2 respectively.



#### **Real Time Pricing Program**

#### **Program Objective**

The objective of the Real Time Pricing (RTP) program is to reduce peak period electrical demand on Gulf Power's electric system by providing participants the opportunity to respond to hourly prices through the use of energy management systems or other load shedding technologies.

#### <u>Customer Eligibility</u>

#### Availability

Availability is limited to (1) existing customers eligible for Rate Schedules LP, LPT, PX, or PXT with an annual peak load not less than 2,000 kilowatts (KW) for the previous 12 months, (2) existing customers currently taking service under Rate Schedule SBS with an annual peak load not less than 2,000 kilowatts (KW) for the previous 12 months and contracted. Supplementary Service that is at least 50% of the contracted Standby Service for the previous 12 months, and (3) new customers (any customer with less than 12 months of electric service with Gulf Power Company) eligible for Rate Schedules LP, LPT, PX, or PXT with an estimated annual peak load not less than 2,000 kilowatts (KW).

#### **Applicability**

Applicable for three phase service on an annual basis covering the entire electrical requirements of the customer. Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage, from a single delivery point, and shall be measured by a single meter.



#### Participation Requirements

#### **Character of Service**

The delivery voltage to the Customer shall be the standard secondary voltage of the Company's transformers supplied from the transmission lines of the Company or the voltage of the available secondary distribution lines of the Company for the locality in which service is to be rendered.

#### **Monthly Rates**

Customer Charge: \$1,000.00

Fuel Charge: Fuel charges are normally adjusted by the Florida Public Service Commission annually in January. As of January 1, 2005, the amount for fuel was 2.767¢/KWH. For current fuel costs included in this tariff, see Gulf Power Company Rate Schedule CR.

#### Energy Charge:

The RTP hourly energy prices are derived using the day ahead

projection of Southern System Lambdas adjusted to recognize embedded costs. This price is determined as follows:

$$P = \lambda x M + D$$

Where,

"P" = hourly price in  $\phi$ /KWH

" $\lambda$ " = Southern Company territorial system Lambda, projected a day ahead for each hour of the day

"M" = multiplier which is used to adjust  $\lambda$  to recognize embedded costs

"D" = constant amount of 0.25¢/KWH added to each hourly price

"M" is determined as follows:

Generation and transmission embedded cost revenue requirements for Gulf Power's industrial customers are assigned to each of three periods, into which the year is divided. The total revenue requirement for each period is then divided by the total relevant energy sales (KWH) for each



respective period, to arrive at a total revenue requirement on a cents per KWH basis for each of the periods. For each period, this revenue requirement (cents/KWH) is divided by the average of projected hourly Southern System Lambdas for that period. The result is a Multiplier, "M", for each of the three periods. These multipliers will be reviewed periodically and adjusted as needed.

"D" is determined as follows:

Total embedded distribution revenue requirements for Gulf Power's industrial customers are divided by the total annual energy sales (KWH) to derive this cents per kilowatt-hour (KWH) constant for each hour of the year. These distribution costs were not included in the determination of the multiplier (M).

Revenue requirements here would not include fuel costs, energy conservation costs, purchased power capacity costs, or environmental costs.

#### Minimum Bill

In consideration of the readiness of the Company to furnish such service, no monthly bill will be rendered for less than \$1,000.00.

#### **Reactive Demand Charge**

The monthly bill calculated at the above rates shall also be increased in the amount of \$1.00 per KVAR for all over 0.48432 kilovars per kilowatt (90% power factor). The kilovars to which this adjustment shall apply shall be the monthly maximum measured kilovar demand or may be calculated as the square root of the difference between the square of the maximum monthly measured KVA demand and the square of the maximum monthly measured KWA demand.



#### **Notification of Hourly Prices**

The Company will notify the Customer by 4:00 p.m. Central Time each work day the hourly prices for the next twenty-four (24) hours beginning at 12:00 a.m. (midnight). On Fridays and the last work day before a holiday, the Company will provide hourly prices through the next work day. The Company reserves the right, with prior notice to the participating customers, to send daily prices on weekends and holidays.

#### **Term of Contract**

Service under this rate schedule shall be for a period of one (1) year.

#### Deposit

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

#### **Reporting Requirements**

Applicable program charges such as Payroll & Benefits, Materials, Vehicles & Expenses and Advertising shall be reported in the Energy Conservation Cost Recovery True-Up and Projection Filings, specifically through Schedules CT-2 and C-2 respectively.

The DSM Program Progress Report shall be submitted annually to the FPSC by March 1 of each year summarizing the total achieved energy and demand saving results in the preceding calendar year.



# **Energy Services Program**

## **Program Objective**

The Energy Services program is designed to establish the capability and process to offer advanced energy services and energy efficient end-use equipment to customers. It is customized to meet the individual needs of large customers as required; therefore, it is an evolving program. These energy services include comprehensive audits, design, and construction of energy conservation projects.

# **Customer Eligibility**

This program will be limited to commercial and industrial customers with a minimum annual peak demand of 20 kW served by Gulf Power. Any of these customers may receive a Technical Assistance Audit (TAA) along with simple payback or life cycle cost analysis.

For those participants with kW and/or kWh reduction potential, who fail to meet a minimum simple payback of two years, the conservation reduction incentive may be made available. Applicability would be based upon a Rate Impact Measure (RIM) analysis equal to or exceeding 1.0 after the incentive has been applied.

## **Participation Requirements**

When conservation projects identified in a Technical Assistance Audit (TAA) are promising and cost effective but exceed an acceptable customer payback period (greater than two years), Gulf Power Company will offer a cost-effective incentive to the customer. The incentive would be developed on a project specific basis and used to reduce the payback period for the customer. Any proposed incentive to implement kW and/or kWh reduction project will be driven by a





minimum Rate Impact Measure (RIM) analysis which results in a 1.0 RIM value or greater after the incentive inclusion. The RIM analysis will be done on a case by case basis.

# **Project Eligibility**

Specifically, the types of projects covered under this program would be demand reduction or efficiency improvement retrofits, such as lighting (fluorescent and incandescent), motor replacements, HVAC retrofit (including geothermal applications), and new electro technologies. The program will be administered in three phases: (1) the energy audit; (2) the proposal; and (3) design/construction. The energy audit will be conducted under the existing FPSC approved audit program. Gulf Power Company currently has full cost recovery of expenses associated with evaluating energy efficiency opportunities in commercial and industrial facilities. Once the customer accepts audit recommendations, Gulf Power will develop a scope and price proposal for the project.

## **Incentive Processing**

Energy Services Program conservation incentives will be calculated, quantified and administered in an agreement with the participating qualified customer. The amount of the conservation incentive would be based upon passage of a cost-effectiveness test with a RIM value of 1.0 or greater including the incentive. The cost-effectiveness analysis will be performed on a case by case basis.

Once the installation of the conservation project measures are complete and site verification is made by a Gulf Power Company Commercial Energy Consultant, the conservation incentive will be processed. All incentives will be reviewed and approved by Corporate Mass Marketing and



forwarded to Accounts Payable for payment. Corporate Mass Marketing will maintain a file of all payments. Charges will be made to the proper account number for accounting and budgeting purposes.

# **Reporting Requirements**

All program charges such as Payroll & Benefits, Materials, Vehicles & Expenses and Advertising shall be reported in the Energy Conservation Cost Recovery True-Up and Projection Filings, specifically through Schedules CT-2 and C-2 respectively.

The DSM Program Progress Report shall be submitted annually to the FPSC by March 1 of each year summarizing the total achieved energy and demand saving results in the preceding calendar year.



#### **Solar for Schools**

## **Program Objective**

The principle objective of the Solar for Schools program is to implement cost-effective solar education and demonstration projects at local educational facilities by means of voluntary contributions. The program also seeks to increase renewable energy and energy awareness among students, parents, and contributors.

## **Customer Eligibility**

Customer participation in the Solar for Schools program is completely voluntary and open to any Gulf Power customers who are interested. Customers are made aware of the program via bill inserts or bill messages. During the promotion periods, a "check-off" mechanism on the customer's bill provides the opportunity to sign up and contribute to the program.

# **Participation Requirements**

#### Customers

Customers can make a one-time donation or sign up for a monthly amount that will be billed on their electric service bill. Customers may notify the Company at any time to cancel the billing of the donation.

#### **Candidate Facilities**

All schools, museums, and other non-profit educational facilities served by Gulf Power are eligible to participate in the Solar for Schools program. Candidate facilities must adhere to the guidelines specified in the Photovoltaic Solar Panel Array Agreement, as shown in Attachment A. Upon notification of the availability of funds, the candidate facility may elect to become a participant and implement one of the available programs.



## **Equipment Standards**

The typical installation for a Solar for Schools project is a 4kW solar array pitched roof flush mount system. This design is self-ballasted, aesthetically pleasing and provides the following benefits: the ballasted racks are easy to install and require no roof penetrations; drainage on the roof is not adversely affected; and the solar array is rated against 120-mph wind uplift.

## **Trade Ally Eligibility**

To maintain efficiencies and ensure quality and consistency as well as customer satisfaction, the Company has one exclusive manufacturer that provides the equipment and assists with the installation and maintenance of the equipment.

## **Reporting Requirements**

Administrative, research and promotional charges shall be reported in the Energy Conservation Cost Recovery True-Up and Projection Filings, specifically through Schedules CT-2 and C-2 respectively.

# PHOTOVOLTAIC SOLAR PANEL ARRAY AGREEMENT

effective by ar of business	nd betwo	taic Solar Panel Array Agreement (the "Agreement") is entered into and is een Gulf Power Company, a Maine corporation having its principal; place Pensacola, Florida ("GPC"), and the School Board of with premises located in
("BOARD"), a	s of	, with premises located in, Florida, Florida
WHEI		GPC desires to test and evaluate the use of photovoltaic solar panel arrays in d
		the BOARD wishes to participate in the GPC test of photovoltaic solar of determine their suitability for general use by BOARD in it its operations;
	ray") fo	GPC is willing to allow BOARD to lease a 4 kW photovoltaic solar panel ruse at, consistent with the terms and conditions nent.
		EFORE, in consideration of the premises and other good and valuable eipt and sufficiency of which hereby is acknowledged, the parties agree as
1.	of one for a p for a party	shall lease to the BOARD a 4 kW photovoltaic solar panel array for the sum e dollar (\$1.00) per year beginning on the effective date of the Agreement period of one (1) year. The Agreement shall renew automatically each year total period of five (5) years unless the Agreement is cancelled by either as specified herein. Exhibit A, which is attached hereto and made a part f, is a description of the 4 kW photovoltaic solar panel array.
2.	The p Agree (a)  (b) (c) (d)  (e) (f)	arties agree and acknowledge that, during the term and any renewal of this ment:  GPC will cause to be installed, and maintain the PV Array covered by this Agreement. The BOARD shall not alter the PV ARRAY without GPC's prior written consent or perform any maintenance with the consent of GPC  The BOARD will not waste of destroy the PV Array of any part thereof. The parties will comply with any governmental regulations or statutes affecting the use of the PV Array.  The BOARD will allow GPC to examine and inspect the PV Array or any parts thereof at any reasonable time during the term of this Agreement.  The BOARD will allow GPC to install, access and utilize metering or test equipment on the PV Array.  The BOARD will allow GPC access to their facilities during the installation and maintenance of the PV Array and throughout the term of the Agreement to install, maintain and read metering instrumentation.  The BOARD will comply with the educational requirements set forth in Exhibit "B", as amended from time to time by GPC.

- 3. BOARD shall, to the extent permitted by law, indemnify and hold harmless GPC, its affiliates (i.e., those persons and entities controlling, controlled by or under common control with GPC), and their officers, directors, employees and agents, from and against any and all liability, claims, demands, damages, losses and expenses (including but not limited to, attorneys' fees and other legal expenses) or whatsoever kind and nature, whether based upon contract, warranty, tort (including negligence), strict liability, indemnity or otherwise, resulting from or arising out of GPC, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable, in any way associated or connected with the performance of this agreement, whether or not the same be caused by or arise out of the joint, concurrent, contributory negligence of the GPC, its affiliate, and their officers, directors, or employees.
- 4. Either party may terminate this Agreement at any time and for any reason upon 30 days written notice to the other, but the termination of this Agreement shall not affect the BOARD's obligations to the GPC under Sections 3 of this Agreement. Unless terminated, at the end of five (5) year the PV Array shall become the property of the BOARD at which time the BOARD shall assume all responsibility for maintenance of the PV Array.
- 5. If the agreement is terminated within five (5) years, the BOARD shall, at its options, deliver to or make available to GPC the PV Array covered by this Agreement on the termination date. If the BOARD fails to do so, GPC may enter any premises on which the PV Array is located and take possession of the PV Array without notice and without judicial process.
- 6. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties; provided, however, that the BOARD may not assign its rights or obligations under this Agreement without the prior written consent of GPC. Any assignment by the BOARD without GPC's prior written consent shall be null and void. This Agreement shall be governed by Florida law and any applicable federal law.
- 7. GPC MAKES NO WARRANTY, REPRESENTATION OR CERTIFICATION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITIATION ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ABOUT THE PV ARRAY.
- 8. Neither the duties or obligations set forth herein, nor the relationship created hereby, creates a partnership, joint venture or employer-employee relationship between company and Customer.

- 9. Notices.
- A. <u>Notices to BOARD.</u> All notices to BOARD under this Agreement shall be in writing and shall be mailed, First Class mail, postage prepaid, to the following representative and address:

School Address

B. <u>Notices to GPC.</u> All notices to GPC under this Agreement shall be in writing and shall be mailed, First Class Mail, postage prepaid, to the following representative and address:

Manager of Marketing Services Gulf Power Company One Energy Place Pensacola, FL 32520-0231

- 10. Any failure by any party to insist upon strict performance of any provision of the Agreement of failure or delay in exercising any rights or remedies provided in this Agreement or by law shall not be deemed a waiver of the right of such party to insist upon strict performance of any of its rights and remedies under this Agreement or by law.
- 11. This Agreement is intended as the complete and exclusive statement of the agreement between the parties. Parol and extrinsic evidence shall not be used to vary, contradict or add to the express terms of this Agreement, and recourse shall not be had to alleged prior dealings, usage of trade or course of dealing to explain or supplement the express terms of this Agreement. This Agreement shall not be amended or modified, and no waiver of any provision in the Agreement shall be effective, unless such amendment, modification or waiver is set forth in a written instrument authorized and executed by authorized representatives of the parties with the same formality as this Agreement.
- 12. GPC will obtain the appropriate permit from the School Board's Facilities office prior to installation.
- 13. The BOARD voluntarily assumes any and all risks arising in connection with the possession, use, or operation of the PV Array covered by this Agreement.

IN WITNESS WHEREOF, GPC and the BOARD have caused this Agreement to be duly and properly executed as of the date first shown above.

GULF POWER COMPA	٧Y
Additional and the second of t	
THE SCHOOL BOARD OF	
THE SCHOOL BOARD OF	



#### **Photovoltaic Optional Rate Rider**

## **Program Objective**

The objective of the Photovoltaic Optional Rate Rider (PV Rate Rider) Program is to offer customers the opportunity to become actively involved in a renewable energy power program by having the option of purchasing power produced from photovoltaic facilities that would have otherwise been produced from traditional generating facilities.

#### **Customer Eligibility**

# Availability

To all customers served throughout the Company's service area from existing lines of adequate capacity. Rate Rider PV customers will be served from the existing electrical system. Customers may purchase photovoltaic energy in 100-watt blocks. Multiple blocks may be purchased. Power purchased or produced from photovoltaic facilities may not be specifically delivered to the customer, but will displace power that would have otherwise been produced from traditional generating facilities.

# **Applicability**

Applicable, upon request, to all customers in conjunction with all standard rates. Construction of the photovoltaic facility or power purchased from photovoltaic facilities will begin upon the attainment of sufficient commitments from all participants across the Southern Company electric system where the option is available and after obtaining any needed permits or other regulatory approvals for construction. Customer billing will begin with the second month following the date in which power is purchased from photovoltaic generating facilities or in which a photovoltaic generating facility of the Company begins commercial operation.



# **Participation Requirements**

## **Monthly Rate**

EarthCents - Solar Charge: \$6.00 per 100-Watt block

# **Term of Agreement**

Service under Rate Rider PV shall be for an initial term of five (5) years and may be terminated by either party following two (2) years written notice to the other party. Such two (2) year notice to terminate can be given at any time following year three (3) of the initial term.

# **Reporting Requirements**

All program charges such as Payroll & Benefits, Materials, Vehicles & Expenses and Advertising shall be reported in the Energy Conservation Cost Recovery True-Up and Projection Filings, specifically through Schedules CT-2 and C-2 respectively.



# Other Renewable Energy Programs

## **Program Objective**

The objective of the Gulf Power Company's Other Renewable Energy Program is to investigate customer interest in and the economic viability of additional renewable/green energy options. Research will be used to determine customer acceptance, technology development and alternatives, and economic viability of additional renewable offerings to our customers. This research will also help increase the knowledge of Gulf Power as it relates to renewable/green energy.

## **Participation Requirements**

Programs investigated under this program cover a wide array of activities and will be subject to specific screening criteria prior to program implementation. These criteria include would include customer acceptance and economic viability.

## **Reporting Requirements**

All program charges such as Payroll & Benefits, Materials, Vehicles & Expenses and Advertising shall be reported in the Energy Conservation Cost Recovery True-Up and Projection Filings, specifically through Schedules CT-2 and C-2 respectively.



#### **Conservation Demonstration and Development**

## **Program Objective**

The objective of the Conservation Demonstration and Development (CDD) Program is to pursue research, development, and demonstration projects designed to promote energy efficiency and conservation.

It is designed to serve as an umbrella program for the identification, evaluation, demonstration, data collection and development of new or emerging end-use technologies.

## **Customer Eligibility**

The customer must meet the participation requirements and be willing to allow, and if applicable, help with the monitoring and evaluation of the project.

## Participation Requirements

Projects investigated under this program cover a wide array of activities and are subject to specific screening criteria prior to study implementation. These criteria include potential for energy and demand reduction, high technology maturity, and broad customer acceptability.

## **Program Eligibility**

Any project initiated under the CDD program will be subject to comprehensive monitoring and evaluation. Prior to implementation, justification of the project must be clearly documented. This must include project concept or description, research and design considerations, project potential, contributions to program goals, and anticipated costs. Annual recovery for these projects is limited to a \$250,000 maximum per year.



## **Reporting Requirements**

All program charges such as Payroll & Benefits, Materials, Vehicles & Expenses and Advertising shall be reported in the Energy Conservation Cost Recovery True-Up and Projection Filings, specifically through Schedules CT-2 and C-2 respectively.

In addition, a status report will be filed on any CDD project reaching \$25,000 in expenditures as part of the Energy Conservation Cost Recovery Filing. This status report will include a project cost summary tracking the expense categories and accomplishments of the program.