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April 21, 2025

-VIA ELECTRONIC FILING-

Adam Teitzman
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RE: Docket No. 20250048: Petition for Approval of Florida Power & Light Company's Demand-Side Management Plan

Dear Mr. Teitzman:

Enclosed for filing in the above-referenced docket is Florida Power & Light Company's ("FPL") response to the Florida Public Service Commission Staff's First Data Request (Nos. 1-14) pertaining to FPL's Demand-Side Management Plan.

If there are any questions regarding this filing, please contact me at (561) 304-5662.

Sincerely,

/s/ William P. Cox
William P. Cox
Fla. Bar No. 0093531

Enclosure

QUESTION:

Please provide a statement indicating if the programs included in FPL's proposed demand-side management (DSM) plan are the same as the programs used to develop the Utility's DSM goals approved by Order No. PSC- 2024-0505-FOF-EG. If there were any changes in program costs, savings, incentives/rebates, participation rates, cost effectiveness test results, or other program parameters following approval of the Utility's goals, please detail and provide an explanation for the changes and how they were derived for each relevant program.

RESPONSE:

The programs included in FPL's proposed DSM Plan are the same programs that were used to develop the DSM Goals approved by Order No. PSC-2024-0505-FOF-EG. Please see below for details on changes that were incorporated into FPL's DSM Plan filing following the approval of the DSM goals.

Program Costs including Incentives/Rebates:

- 1) On-Bill HVAC Pilot – Costs were updated to reflect alignment with the Residential On Call program.
- 2) Energy Select (Discontinued Program) – Costs for the remaining recovery of Depreciation and Return for the discontinued program were included in the DSM Plan cost projections in years 2025 and 2026 but not included in the DSM goals projections.
- 3) Build Smart – Increased administrative reimbursement cost for Home Energy Rating System (HERS) ratings from \$75 to \$150 and increased Energy Star incentive from \$50 to \$75.
- 4) Low Income Renter Pilot – Included a projection for administrative costs that was not included in the Goals projections.
- 5) Low Income Weatherization – Updated incentive cost projection to reflect an updated per install cost of \$510 per install.
- 6) Business Lighting – Updated incentive cost projection based on changing the rebate to a per fixture amount.

All other changes in program costs reflected in the DSM Plan filing are related to rounding differences between the administrative/incentive cost factors used in the DSM Goals and DSM Plan filings. For the program cost reconciliation, please see Attachment 1 to this response. Specifically, please see the tab labeled "Program Cost Reconciliation" for a complete comparison of the program cost projections provided in the DSM goals and the cost projections included in the DSM Plan filing.

Program Savings:

There were two changes that impacted the program savings projections provided in the DSM Plan filing compared to the DSM Goals filing.

Low-Income Renter Pilot

- 1) The Low-Income Renter Pilot Winter kW and Annual Energy savings are updated to reflect a correction in the program savings calculation. The result is a slightly higher Winter MW savings and slightly lower Annual Energy savings than represented in the DSM goals filing. For the savings reconciliation, please see Attachment 1. Specifically, please see the tab labeled "Savings Reconciliation" for an annual comparison of the program savings provided in the DSM Goals filing compared to the program savings provided in the DSM Plan filing.

Low-Income Weatherization

- 2) The per participant savings were updated to reflect a correction in the calculation of the winter and summer savings. The result is slightly higher savings in Winter MW, Summer MW, and Annual Energy. For the savings reconciliation, please see Attachment 1. Specifically, please see the tab labeled "Savings Reconciliation" for an annual comparison of the program savings provided in the DSM Goals filing compared to the program savings provided in the DSM Plan filing.

Participation Rates:

There were no changes in participation rates in the DSM Plan filing compared to the participation rates assumed in the DSM Goals filing.

Cost Effectiveness Test Results:

Updated cost effectiveness test results which include all the applicable updates mentioned in the sections above have been provided in response to Staff's First Set of Data Requests, No. 9.

QUESTION:

Please refer to Table 4 of FPL's proposed DSM plan for the following questions.

- a. For each year of the 2025 through 2034 goals period, please indicate if the projected annual residential bill impact for FPL's proposed DSM plan is the same as the projected annual residential bill impact identified for the programs used to develop the Utility's DSM goals in Docket No. 20240012-EG. If not, please explain why.
- b. Please provide this table in Microsoft Excel format.

RESPONSE:

- a. The projected annual residential bill impacts for FPL's proposed DSM plan are updated to reflect the program cost revisions detailed in FPL's response to Staff's First Set of Data Requests, No. 1.
- b. Please see Table below.

Projected Plan Cost and ECCR Rate Impact		
	Total Projected Cost	ECCR Rate RS-1
2025	\$ 170,699,814	\$ 1.44
2026	\$ 170,490,353	\$ 1.43
2027	\$ 166,239,808	\$ 1.38
2028	\$ 165,738,981	\$ 1.36
2029	\$ 166,047,747	\$ 1.35
2030	\$ 166,869,100	\$ 1.33
2031	\$ 167,001,598	\$ 1.31
2032	\$ 166,874,551	\$ 1.29
2033	\$ 167,058,768	\$ 1.26
2034	\$ 167,278,257	\$ 1.24

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QUESTION:

For the period 2025 through 2034 and for each program in FPL's proposed DSM plan, please provide a table displaying the projected program participation, and the projected summer and winter demand, and annual energy savings that are expected to contribute to FPL's DSM goals.

RESPONSE:

Please see Table below.

Residential Programs				
Residential On Call				
	Program Participation	Program Savings (At the Generator)		
	Annual Participants	Total Summer kW Reduction	Total Winter kW Reduction	Total kWh Reduction
2025	3,492	9,843	9,179	302
2026	3,580	10,091	9,411	310
2027	3,665	10,331	9,635	318
2028	3,747	10,564	9,852	325
2029	3,825	10,784	10,057	331
2030	3,899	10,991	10,250	338
2031	3,967	11,184	10,430	344
2032	4,031	11,362	10,596	349
2033	4,088	11,524	10,747	354
2034	4,141	11,672	10,885	359

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HVAC On-Bill (On Call) Pilot				
	Program Participation	Program Savings (At the Generator)		
	Annual Participants	Total Summer kW Reduction	Total Winter kW Reduction	Total kWh Reduction
2025	300	605	1,146	723
2026	500	1,008	1,910	1,206
2027	750	1,512	2,866	1,808
2028	825	1,664	3,152	1,989
2029	908	1,830	3,468	2,188
2030	998	2,013	3,814	2,407
2031	1,098	2,214	4,196	2,648
2032	1,208	2,436	4,615	2,912
2033	1,329	2,679	5,077	3,204
2034	1,462	2,947	5,584	3,524

Residential HVAC				
	Program Participation	Program Savings (At the Generator)		
	Annual Participants	Total Summer kW Reduction	Total Winter kW Reduction	Total kWh Reduction
2025	20,000	2,534	6,124	14,112,176
2026	20,200	2,559	6,185	14,253,298
2027	20,402	2,585	6,247	14,395,831
2028	20,606	2,611	6,309	14,539,789
2029	20,812	2,637	6,372	14,685,187
2030	21,020	2,663	6,436	14,832,039
2031	21,230	2,690	6,500	14,980,359
2032	21,443	2,717	6,565	15,130,163
2033	21,657	2,744	6,631	15,281,464
2034	21,874	2,771	6,697	15,434,279

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Residential New Construction (BuildSmart)				
	Program Participation	Program Savings (At the Generator)		
	Annual Participants	Total Summer kW Reduction	Total Winter kW Reduction	Total kWh Reduction
2025	3,700	1,445	508	4,093,784
2026	3,737	1,460	513	4,134,721
2027	3,774	1,474	518	4,176,069
2028	3,812	1,489	523	4,217,829
2029	3,850	1,504	528	4,260,008
2030	3,889	1,519	534	4,302,608
2031	3,928	1,534	539	4,345,634
2032	3,967	1,550	544	4,389,090
2033	4,007	1,565	550	4,432,981
2034	4,047	1,581	555	4,477,311

Residential Ceiling Insulation				
	Program Participation	Program Savings (At the Generator)		
	Annual Participants	Total Summer kW Reduction	Total Winter kW Reduction	Total kWh Reduction
2025	3,000	5,125	1,891	10,431,627
2026	2,700	4,612	1,702	9,388,464
2027	2,430	4,151	1,532	8,449,618
2028	2,187	3,736	1,379	7,604,656
2029	1,968	3,362	1,241	6,844,190
2030	1,771	3,026	1,117	6,159,771
2031	1,594	2,723	1,005	5,543,794
2032	1,435	2,451	905	4,989,415
2033	1,291	2,206	814	4,490,473
2034	1,162	1,985	733	4,041,426

Residential Low Income Renter Pilot				
	Program Participation	Program Savings (At the Generator)		
	Annual Participants	Total Summer kW Reduction	Total Winter kW Reduction	Total kWh Reduction
2025	500	63	153	352,804
2026	500	63	153	352,804
2027	500	63	153	352,804
2028				
2029				
2030				
2031				
2032				
2033				
2034				

Residential Low Income Weatherization				
	Program Participation	Program Savings (At the Generator)		
	Annual Participants	Total Summer kW Reduction	Total Winter kW Reduction	Total kWh Reduction
2025	17,000	11,118	4,097	25,238,183
2026	17,000	11,118	4,097	25,238,183
2027	17,000	11,118	4,097	25,238,183
2028	17,000	11,118	4,097	25,238,183
2029	17,000	11,118	4,097	25,238,183
2030	18,000	11,772	4,338	26,722,782
2031	18,000	11,772	4,338	26,722,782
2032	18,000	11,772	4,338	26,722,782
2033	18,000	11,772	4,338	26,722,782
2034	18,000	11,772	4,338	26,722,782

Business Programs

Business On Call				
	Program Participation (Summer kW)	Program Savings (At the Generator)		
	Annual Participants	Total Summer kW Reduction	Total Winter kW Reduction	Total kWh Reduction
2025	1,090	1,150	0	1,149
2026	1,081	1,141	0	1,139
2027	1,072	1,132	0	1,131
2028	1,065	1,124	0	1,123
2029	1,058	1,117	0	1,115
2030	1,052	1,110	0	1,109
2031	1,046	1,104	0	1,102
2032	1,041	1,099	0	1,097
2033	1,036	1,094	0	1,092
2034	1,032	1,089	0	1,088

Commercial/Industrial Demand Reduction				
	Program Participation (Summer kW)	Program Savings (At the Generator)		
	Annual Participants	Total Summer kW Reduction	Total Winter kW Reduction	Total kWh Reduction
2025	7,500	7,919	4,823	88,500
2026	7,425	7,839	4,775	87,615
2027	7,351	7,761	4,727	86,739
2028	5,000	5,279	3,216	59,000
2029	4,950	5,226	3,183	58,410
2030	4,901	5,174	3,152	57,826
2031	4,851	5,122	3,120	57,248
2032	4,803	5,071	3,089	56,675
2033	4,755	5,020	3,058	56,108
2034	4,707	4,970	3,027	55,547

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Business HVAC				
	Program Participation (Summer kW)	Program Savings (At the Generator)		
	Annual Participants	Total Summer kW Reduction	Total Winter kW Reduction	Total kWh Reduction
2025	3,700	3,906	1,983	23,244,103
2026	3,737	3,946	2,003	23,476,544
2027	3,774	3,985	2,023	23,711,309
2028	3,812	4,025	2,043	23,948,423
2029	3,850	4,065	2,064	24,187,907
2030	3,889	4,106	2,084	24,429,786
2031	3,928	4,147	2,105	24,674,084
2032	3,967	4,188	2,126	24,920,825
2033	4,007	4,230	2,148	25,170,033
2034	4,047	4,272	2,169	25,421,733

Business Lighting				
	Program Participation (Summer kW)	Program Savings (At the Generator)		
	Annual Participants	Total Summer kW Reduction	Total Winter kW Reduction	Total kWh Reduction
2025	3,070	3,242	2,820	25,000,000
2026	3,132	3,306	2,877	25,500,000
2027	3,194	3,373	2,934	26,010,000
2028	3,258	3,440	2,993	26,530,200
2029	3,323	3,509	3,053	27,060,804
2030	3,390	3,579	3,114	27,602,020
2031	3,458	3,651	3,176	28,154,060
2032	3,527	3,724	3,240	28,717,142
2033	3,597	3,798	3,304	29,291,485
2034	3,669	3,874	3,370	29,877,314

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Business Custom Incentive				
	Program Participation (Summer kW)	Program Savings (At the Generator)		
	Annual Participants	Total Summer kW Reduction	Total Winter kW Reduction	Total kWh Reduction
2025	25	26	26	64,165
2026	25	26	26	64,165
2027	25	26	26	64,165
2028	25	26	26	64,165
2029	25	26	26	64,165
2030	25	26	26	64,165
2031	25	26	26	64,165
2032	25	26	26	64,165
2033	25	26	26	64,165
2034	25	26	26	64,165

QUESTION:

Please refer to FPL's Conservation Research & Development program for the following questions.

- a. Please indicate whether or not there is an annual cap for the program. If so, please identify the amount of the annual cap and explain how it was determined. If not, please explain why.
- b. Please detail the projects investigated under this program from 2020 through 2024. As part of this response, please describe each project's objective, and identify the project costs.
- c. Please identify each project FPL plans to pursue under this program for the 2025 through 2034 goals period. As part of this response, please describe each project's objective, and identify the projected costs. If no projects are planned, please explain why.

RESPONSE:

- a. FPL is not proposing an annual cap for the program. Instead, FPL is proposing not to exceed \$5,000,000 in CRD program expenditures for the 2025 – 2029 and 2030 – 2034 five-year periods. This follows the current CRD program projections approved in FPL's 2020 DSM Plan.
- b. The following projects were investigated under this program from 2020 through 2024:
 - Smart Breaker Panel Pilot: FPL has evaluated smart electrical load centers, smart companion panels, smart circuit breakers, and smart relays as these technologies come to market for technical capabilities and potential customer benefits. FPL first evaluated four types of smart panels in a small employee project. The objective was to understand the installation process, the technical capabilities, and employee acceptance of the technology. As part of the Stipulation and Settlement agreement in Docket 20210015-EI, FPL expanded its evaluation and initiated a customer smart panel pilot to further evaluate the customers' acceptance of this technology and the capabilities to monitor and manage large appliance loads. FPL has installed 100 smart panels in customer homes as of December 2023. The intent of the pilot is to learn more about the capabilities of smart panels for demand response. FPL is collecting pilot program data through an internal software monitoring and control platform. The data will be evaluated to determine the capabilities of smart panels to enable greater customer energy efficiency through real-time visibility and control of large appliances, better optimization of on-site distributed energy resources (DERs), and flexible load management on the FPL grid. FPL is also collecting customer feedback and conducted a mid-pilot customer survey in August 2024. The pilot will continue to run through December 31, 2028.

- **Smart Thermostat Research:** FPL installed 100 Emerson Sensi smart thermostats in employees' homes to evaluate the potential for these devices to be used as a demand response resource. FPL utilized an internal control platform to manage the devices. Over the course of the research, temperature setpoint adjustments were made during hypothetical demand response periods in both summer and winter seasons. The project successfully demonstrated that multiple thermostats could be adjusted simultaneously resulting in load reduction, however, the four-hour summer event periods created customer discomfort and overrides. In addition, FPL experienced challenges with maintaining Wi-Fi connectivity to the thermostats. Cost-effectiveness analysis continues to demonstrate that smart thermostat programs are not cost-effective from a rate impact measure perspective. Additionally, the integration of Wi-Fi controlled devices did not meet the security requirements of FPL's grid operations system as a potential demand response program option.
- **Evaluation of Demand Response Capabilities During Extreme Cold Fronts:** In view of the extreme weather events witnessed in Texas in 2021, FPL re-visited the demand response capability of the FPL programs under extreme winter conditions. Quantum Energy Analytics (Quantum) was engaged to assist FPL with extrapolating existing control strategies and participating customer appliance mix to project the magnitude of demand response on the coldest day on record in Florida. The project estimated the full megawatt reduction available to the system and individual geographic regions within the service territory as a cold front moves down the state.
- **Retro-Commissioning Study Project:** Retro-commissioning is the process of improving how building equipment and systems function together to improve building energy efficiency. FPL conducted a retro-commissioning study at a large, multi-building church campus. A local engineering firm specializing in retro-commissioning collected building and energy usage data and developed a baseline energy profile. A report summarizing the energy efficiency recommendations based on the collected data was finalized. FPL is partnering with the church to identify DSM program incentives that can be used in conjunction with the retro-commissioning energy efficiency recommendations. The customer is in the process of evaluating, choosing and implementing recommendations. Upon installation/implementation of recommended actions, FPL will monitor the installed measures to evaluate the energy efficiency impact from the retro-commissioning study. Data will be collected for 12 months.
- **Deep Retrofit Pilot for Low-Income Households:** The objective of this pilot was to understand the impact deep retrofit measures have on customer energy use. Installation of various energy efficiency measures, including heat pumps, heat pump water heaters, duct sealing/repair, ceiling insulation, and smart thermostats were installed in the spring of 2023. The energy use was tracked through the spring of 2024 and pre- and post- bill analysis indicated average annual savings of 32% on energy consumption in these homes.

- **Electric Vehicle (EV) Telematics Project:** In 2024, FPL launched a pilot project to evaluate vehicle telematics as a method of managing EV charging. The project enrolled employees who utilize FPL's employee charging facilities at the Juno Beach offices. Over the duration of the six-month long research project, data was collected to understand employee charging habits, usage, and the ability of vehicle telematics to manage charging sessions to smooth EV charging demand. FPL collaborated with two EV charging technology companies to evaluate their products to benefit both the company and its customers. The pilot sought to provide insights into how EV charging programs can support demand response by managing charging loads during peak periods, enhancing grid stability, and identifying potential benefits of managed charging. The pilot was completed in December 2024, and the data is being evaluated.

Over the 2020-2024 period, the total annual project expenses charged to CRD are as follows: 2020 - \$39,494, 2021 - \$36,311, 2022 - \$87,931, 2023 - \$640,804, 2024 - \$264,339.

c. In 2025, FPL will continue the following projects:

- FPL will continue the Smart Breaker Panel Pilot and evaluation of smart breaker technologies. This research focuses on testing smart breaker technology to enhance load management and grid reliability. This pilot involves installing smart breaker panels in residential and commercial settings to monitor energy usage, perform remote control operations, and provide demand response services.
- FPL will continue the Retro-Commissioning Study Project. This project aims to unmask conservation measures otherwise hidden by larger load profiles in a commercial building. FPL will monitor and analyze the data collected from a large multi-building church to assess potential energy savings and peak demand reductions.
- FPL will continue to evaluate the opportunities to manage EV charging through vehicle telematics. Phase II of the initial research is planned that will extend beyond employee workplace charging to include home charging.

Beyond 2025, FPL does not have specific projects identified for each year. However, the company has identified the following potential technologies to evaluate during the 2025-2029 period:

1. **Vehicle to Grid battery discharge as a demand response resource.** With recent commercialization of V2G equipment, it is now feasible for EVs to supply home loads during certain conditions, potentially enabling a new demand response resource on the grid.

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2. Aggregation of behind the meter (BTM) resources as a Virtual power Plant (VPP) resource for load management.
3. Smart thermostat energy optimization and non-intrusive load management.
4. Liquid Desiccant HVAC technology to reduce demand during peak periods.
5. High-performance building materials including ultra-reflective roof coatings and ultra-thin insulating glass for windows to reduce building thermal loads.
6. Software-based demand limiting systems to manage load during peak periods. These systems are enabled by smart electrical panels and can be utilized to integrate EV chargers or other BTM resources without electric service upgrades.
7. Management of rooftop solar and battery inverters to contribute to distribution grid stability.
8. Heat pump HVAC with integrated battery for peak demand reduction.
9. Artificial Intelligence to improve customer energy use analysis, savings recommendations, and project planning.
10. FPL will also continue to monitor and evaluate emerging technologies as identified during the 2024 DSM Goals measure development process. These include emerging HVAC, lighting, water heating, refrigeration, process controls, and others in both Residential and Commercial/Industrial market sectors.

The costs for these projects will be managed within the proposed expenditure authorization for the program.

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QUESTION:

For each of FPL's existing programs, please identify any proposed modifications and provide an explanation for each of the modifications.

RESPONSE:

As filed in Docket No. 20240012-EG, this table identifies the changes in measures associated with each current and proposed program.

Comparison of Current and Proposed DSM Programs			
Current Programs	Proposed Programs	Differences	
		Measures Removed	Measures Added
Residential Sector Programs	Residential Sector Programs		
Residential Home Energy Survey	Residential Home Energy Survey	None	None
Residential Load Management (On Call®)	Residential Load Management (On Call®)	None	HVAC On Bill Option
Residential Air Conditioning	Residential HVAC	None	None
Residential New Construction (BuildSmart®)	Residential New Construction (BuildSmart®)	None	None
Residential Ceiling Insulation	Residential Ceiling Insulation	None	None
Residential Low Income	Residential Low Income	HVAC Maintenance	Ceiling Insulation
	Residential Low Income Renter (Pilot)	New	New
Business Sector Programs	Business Sector Programs		
Business Energy Survey	Business Energy Survey	None	None
Business On Call	Business On Call	None	None
Commercial/Industrial Demand Reduction	Commercial/Industrial Demand Reduction	None	None
Commercial/Industrial Load Control (CILC)	Commercial/Industrial Load Control (CILC)	None	None
Business Heating, Ventilating, & Air Conditioning (HVAC)	Business Heating, Ventilating, & Air Conditioning (HVAC)	1. Thermal Energy Storage (TES) 2. Glycol cooled computer room units (with & w/o economizer) 3. Demand Control Ventilation (DCV) Energy Recovery Ventilation (ERV)	1. Variable Frequency Drive on HVAC pump
Business Lighting	Business Lighting	1. Premium linear fluorescent lamps with high-efficiency ballasts 2. Compact fluorescent lamp (CFL) fixtures 3. Pulse-start metal halide (PSMH)	1. LED Linear Fixture Replacement
Business Custom Incentive (BCI)	Business Custom Incentive (BCI)	None	None
Other Programs	Other Programs		
Conservation Research & Development (CRD)	Conservation Research & Development (CRD)	None	None

Measures were removed from existing programs because they failed to be cost-effective. New measures were added to programs based on the 2024 Technical Potential Study, which identified cost-effective measures suitable for inclusion in FPL's current programs. All updates to projected participation, savings, and cost effectiveness were provided in the respective program description tables in the DSM Plan filing.

QUESTION:

Please refer to FPL's petition, Attachment 1, Section II, DSM Program Descriptions for the following questions.

- a. Please provide a brief summary of the program descriptions for each program included in FPL's proposed DSM plan.
- b. Please refer to the Residential Load Management (On Call) and HVAC On-Bill (On Call) Pilot programs. Please explain why the per customer projected winter demand savings for the HVAC On-Bill Pilot program are higher than the per customer projected winter demand savings for the Residential On-Call program. If this is based on a difference in appliances included, provide the calculations supporting the - differences. If this is based on the customer having a greater than minimum SEER appliance, please specify

RESPONSE:

- a. A brief summary of the program descriptions for each program included in FPL's proposed DSM plan is provided below:

Residential Energy Survey Program

The Residential Energy Survey program is designed to educate customers on energy efficiency and encourage them to participate in Florida Power & Light Company's (FPL) Demand-Side Management (DSM) programs, as well as implement recommended energy-saving measures and practices that may not be included in FPL's residential programs. In addition to individual surveys, the program offers customer education on conservation measures through presentations at community events and local schools. The Residential Energy Survey program plays a crucial role in helping educate FPL customers on ways to reduce energy consumption and costs while supporting FPL's overall DSM efforts. The program assists customers in recognizing potential energy savings and helps identify candidates for other FPL DSM programs. By offering various channels for energy surveys and promoting energy efficiency education, the program ensures that all FPL residential customers, whether homeowners or renters, can benefit from improved energy efficiency and cost savings. Energy surveys are offered through the following channels:

- Home Energy Survey (HES): Conducted by an FPL representative at the customer's home, this in-person survey identifies opportunities for customers to improve energy efficiency and participate in other FPL DSM programs.
- Online Home Energy Survey (OHES): Customers can perform this self-service survey using FPL's online system, which provides personalized recommendations based on customer input.

- Phone Energy Survey (PES): Conducted by an FPL representative over the phone using FPL's online system, this survey provides similar benefits to the in-home survey but with added convenience.

Residential Load Management (On Call®) Program

The Residential Load Management (On Call®) program is designed to help FPL manage energy demand by allowing the utility to turn off certain customer-selected appliances during periods of extreme demand, capacity shortages, and system emergencies including system frequency regulation. FPL installs equipment to control eligible appliances, including central air conditioners/electric heating, water heaters, and pool pumps. Through this program, customers are educated on the benefits of participating in load management initiatives which help maintain system reliability and efficiency. By enrolling in the On Call program, customers actively contribute to reducing peak demand and overall energy consumption during critical periods, supporting both personal cost savings and broader energy conservation goals.

HVAC On-Bill (On Call) Pilot Program

The HVAC On-Bill (HOB) pilot is an option within FPL's Residential On Call® program that provides customers with new HVAC equipment, routine service, and maintenance for a fixed monthly charge on their electric service bill. This pilot encourages the adoption of efficient, new HVAC equipment without requiring an upfront payment from the customer and provides cost-effective load control to FPL and the general body of customers. The HVAC equipment installed under the pilot is subject to load management and participants receive monthly bill credits in accordance with the Company's Residential On Call Tariff and the HVAC Service Agreement.

Residential HVAC Program

The Residential HVAC program aims to help customers reduce their heating and cooling costs by providing rebates for the installation of high-efficiency central air conditioning or heat pump systems. This program educates customers on the benefits of installing high-efficiency HVAC systems to reduce energy costs and improve overall home comfort. By providing a monetary incentive, the program encourages customers to opt for systems that exceed federal efficiency standards, thereby contributing to energy conservation and demand-side management goals. The goal is to encourage the adoption of high-efficiency HVAC systems, thereby enhancing energy efficiency in residential settings. FPL delivers this program through Participating Independent Contractors (PICs), who offer the rebate to the customer at the time of qualifying air conditioning or heat pump installation.

Residential Ceiling Insulation Program

The Residential Ceiling Insulation program encourages customers to improve their home's thermal efficiency by providing rebates for ceiling insulation in qualifying homes. FPL delivers this program through Participating Independent Contractors (PICs), who provide the rebate to the qualifying customer at the time of ceiling insulation installation. The program aims to enhance energy efficiency and reduce energy consumption in residential properties by improving the building envelope's thermal efficiency.

Residential New Construction (BuildSmart®) Program

The Residential New Construction (BuildSmart®) program is designed to encourage builders and developers to design and construct energy-efficient new homes that achieve BuildSmart certification and move to achieve ENERGY STAR® qualifications, achieving an energy performance improvement score of at least ten points better than current building codes require. The program educates builders and developers on the benefits of constructing energy-efficient homes and provides technical support, regular training, and certification processes, alongside financial incentives to builders. By promoting superior building practices that align with ENERGY STAR® qualifications, the program leads to significant energy savings and enhanced sustainability. The BuildSmart program is delivered to builders, developers, and owner-builders of new homes by FPL Program Specialists who certify that the homes meet the BuildSmart program requirements.

Residential Low-Income Weatherization Program

The Residential Low-Income Weatherization program is specifically designed to assist low-income customers by providing direct installation of energy saving measures. The program operates through two distinct models. First, low-income areas are identified and proactively canvassed to recruit qualifying customers for measure installation through FPL's Community Energy Saver initiative. The initiative also includes a free energy survey to help customers identify additional low and no-cost ways to reduce energy consumption. Second, Weatherization Assistance Providers (WAPs) or other FPL-approved agencies who have installed specified measures can submit rebate requests to FPL.

Low-Income Renter Pilot Program

FPL's Low-Income Renter Pilot program encourages landlords of low-income rental properties to upgrade HVAC systems for energy efficiency, benefiting renters with lower energy bills. The program offers financial incentives to cover the incremental cost of replacing code-compliant units with high-efficiency HVAC systems. This initiative supports FPL's commitment to energy conservation and helps low-income renters reduce their energy costs. Participation is limited to 500 installations per year over three years to assess the program's effectiveness for potential future expansion.

Business Energy Evaluation Program

The Business Energy Evaluation (BEE) program is designed to educate customers on energy efficiency and encourage the implementation of recommended practices and measures, even if these are not included in FPL's Demand-Side Management (DSM) programs. The BEE is also used to identify potential candidates for other FPL DSM programs. This program is delivered through three channels: online through an FPL system, by phone with FPL representatives using the online system, or on-site by FPL representatives. These delivery methods ensure that business customers, whether they own or rent their facility, can access the program and benefit from its services.

Business On Call® Program

The Business Load Management (On Call®) program is designed to help FPL manage energy demand by allowing the utility to turn off air conditioners during periods of extreme demand, capacity shortages, and system emergencies including system frequency regulation. FPL installs equipment to control customer's Direct Expansion (DX) central electric air conditioners. Through this program, customers are educated on the benefits of participating in load management initiatives which help maintain system reliability and efficiency. By enrolling in the On Call program, customers actively contribute to reducing peak demand and overall energy consumption during critical periods, supporting both personal cost savings and broader energy conservation goals. The On Call program utilizes contractors to install and service the load control equipment necessary for participation.

Commercial/Industrial Demand Reduction (CDR) Program

The Commercial/Industrial Demand Reduction (CDR) program is designed to allow FPL to control customer loads of 200 kW or greater during periods of extreme demand, capacity shortages, or system emergencies. Participating customers receive monthly bill credits based on the amount of kW they are willing to have interrupted. Participation in the program is governed by the FPL Commercial/Industrial Demand Reduction Rider and Agreement. Each customer enrollment is unique, determined by the specific amount of kW the customer agrees to have interrupted. Once a completed agreement is executed, contractors install equipment at the customer's premises that allow FPL to remotely interrupt the applicable load.

Commercial/Industrial Load Control (CILC) Program (CLOSED)

The Commercial/Industrial Load Control (CILC) program allows FPL to control customer loads of 200 kW or greater during periods of extreme demand, capacity shortages, or system emergencies. This initiative helps maintain system reliability and efficiency by shedding large commercial and industrial customer loads as referenced in the CILC agreement. The program is governed by the requirements in FPL CILC Tariff Sheet Nos. 8.650 – 8.659 and applicable Agreement. The program was closed to new participants as of December 31, 2000, and is only available to existing participants who had entered into a CILC agreement as of March 19, 1996.

Business Heating Ventilation & Air Conditioning (HVAC) Program

The Business Heating, Ventilating & Air Conditioning (HVAC) Program is designed to encourage commercial and industrial customers to install high-efficiency electric HVAC systems and aims to help these customers reduce their overall heating and cooling costs. The primary types of eligible systems include chillers and split/package DX systems. The program also encourages the installation of Variable Frequency Drives (VFD) on HVAC pumps to enhance system efficiency.

FPL Business Lighting Program

The Business Lighting Program encourages customers to install high-efficiency LED lighting systems by providing incentives for the installation of qualifying lighting fixtures. Customers enroll in the program by submitting project details, including the number and size of qualifying lighting fixtures installed, and FPL provides the rebate through a direct payment to the customer.

FPL Business Custom Incentive Program

The Business Custom Incentive (BCI) Program helps business customers save energy by providing customized rebates for the installation of unique high-efficiency technologies not covered by other FPL Demand-Side Management (DSM) programs. FPL will evaluate the energy and demand savings of the project and determine any potential rebate based on the program standards.

- b. The winter demand savings values for ROC are based on the projected mix of HVAC, water heating and pool pump appliances installed. The winter demand savings for HVAC on-bill are based on space heating demand savings only. Since the winter demand savings for water heating and pool pumps are significantly less than demand savings from space heating, the average savings for On Call are lower than for HVAC On-bill. The difference in winter demand savings is not based on an assumption of the customer having higher than minimum SEER appliances.

Please see Attachment Nos. 1 and 2 to this response supporting the winter savings calculations for Residential On Call and HVAC On-Bill programs, respectively.

QUESTION:

Please refer to FPL's petition, Attachment 1, Section II, DSM Program Descriptions for the following questions.

- a. Please provide a brief summary of the program descriptions for each program included in FPL's proposed DSM plan.
- b. Please refer to the Residential Load Management (On Call) and HVAC On-Bill (On Call) Pilot programs. Please explain why the per customer projected winter demand savings for the HVAC On-Bill Pilot program are higher than the per customer projected winter demand savings for the Residential On-Call program. If this is based on a difference in appliances included, provide the calculations supporting the - differences. If this is based on the customer having a greater than minimum SEER appliance, please specify

RESPONSE:

- a. A brief summary of the program descriptions for each program included in FPL's proposed DSM plan is provided below:

Residential Energy Survey Program

The Residential Energy Survey program is designed to educate customers on energy efficiency and encourage them to participate in Florida Power & Light Company's (FPL) Demand-Side Management (DSM) programs, as well as implement recommended energy-saving measures and practices that may not be included in FPL's residential programs. In addition to individual surveys, the program offers customer education on conservation measures through presentations at community events and local schools. The Residential Energy Survey program plays a crucial role in helping educate FPL customers on ways to reduce energy consumption and costs while supporting FPL's overall DSM efforts. The program assists customers in recognizing potential energy savings and helps identify candidates for other FPL DSM programs. By offering various channels for energy surveys and promoting energy efficiency education, the program ensures that all FPL residential customers, whether homeowners or renters, can benefit from improved energy efficiency and cost savings. Energy surveys are offered through the following channels:

- Home Energy Survey (HES): Conducted by an FPL representative at the customer's home, this in-person survey identifies opportunities for customers to improve energy efficiency and participate in other FPL DSM programs.
- Online Home Energy Survey (OHES): Customers can perform this self-service survey using FPL's online system, which provides personalized recommendations based on customer input.

- Phone Energy Survey (PES): Conducted by an FPL representative over the phone using FPL's online system, this survey provides similar benefits to the in-home survey but with added convenience.

Residential Load Management (On Call®) Program

The Residential Load Management (On Call®) program is designed to help FPL manage energy demand by allowing the utility to turn off certain customer-selected appliances during periods of extreme demand, capacity shortages, and system emergencies including system frequency regulation. FPL installs equipment to control eligible appliances, including central air conditioners/electric heating, water heaters, and pool pumps. Through this program, customers are educated on the benefits of participating in load management initiatives which help maintain system reliability and efficiency. By enrolling in the On Call program, customers actively contribute to reducing peak demand and overall energy consumption during critical periods, supporting both personal cost savings and broader energy conservation goals.

HVAC On-Bill (On Call) Pilot Program

The HVAC On-Bill (HOB) pilot is an option within FPL's Residential On Call® program that provides customers with new HVAC equipment, routine service, and maintenance for a fixed monthly charge on their electric service bill. This pilot encourages the adoption of efficient, new HVAC equipment without requiring an upfront payment from the customer and provides cost-effective load control to FPL and the general body of customers. The HVAC equipment installed under the pilot is subject to load management and participants receive monthly bill credits in accordance with the Company's Residential On Call Tariff and the HVAC Service Agreement.

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Please see Tables below, supporting the winter savings calculations for Residential On Call and HVAC On-Bill programs, respectively.

@ meter

		# of New Participants	Winter kW	Weighted WKW
Winter		3,406	8,474	2.49
	SH-C	198	116	0.03
	SH-S	2,586	7,346	2.16
	PP	229	27	0.01
	WH	2,092	984	0.29

	Residential On- Call - Standard kW	Residential On-Call - AC Shed - 16 SEER	Residential On-Call - AC Shed - 16 SEER	
			kW Impact	Weighting %
Winter kW Reduction:	2.91	3.62	ROC Winter kW:	40%
			ASHP Winter kW:	60%
			Weighted Winter kW:	3.62

QUESTION:

Please refer to FPL's petition, Attachment 1, Section II, DSM Program Descriptions, HVAC On-Bill (On Call) Pilot program for the following questions.

- a. Please explain why the projected winter demand savings are higher than the projected summer demand savings.
- b. Please explain how the number of eligible customers was determined.
- c. Please indicate if FPL would be amenable to capping the projected annual program participants and programs costs at the estimates provided during the five-year pilot stage of this program. If not, please explain why.
- d. Please also refer to Appendix A, FPL DSM Program Standards, HVAC On-Bill Pilot Program Standards. Please detail how the annual program costs are projected to decrease if annual program participation is projected to increase, and HVAC Services Payments are levelized over the agreement terms.
- e. Please provide separately the annual program costs and revenues for each year of participation for the full duration of the applicable agreements (i.e. – For 2025 participants, costs and revenues for 2025 through 2040, for new 2026 participants, costs and revenues for 2026 through 2041, etc.).
- f. What contract duration did FPL assume participants would select for the program cost estimates? If multiple durations were included, provide what percentage of each was included.

RESPONSE:

- a. Winter demand savings are higher than the summer kW savings due to the higher savings values for heating in winter. This is consistent with the difference in AC (summer) and Space Heating (winter) kW savings values for On Call.
- b. The process for developing the eligible customer forecast started with the total Residential (Premise) forecast for each year of the DSM Plan (2025-2034) and adjusted for the number of Residential On Call participants forecasted to be participants at the end of 2024. The projection includes Northwest Florida customers beginning in 2026.
- c. FPL would not agree to capping the participation and cost projections provided during the initial 5-year pilot period for the HVAC On-bill pilot program. Both the participation and cost projections were based on FPL's best estimate at the time of filing. FPL intends to further refine the accuracy of the cost estimates throughout the implementation and ongoing operation of the program. It is prudent to allow FPL to use the revised estimates to help ensure the total cost is recovered from the participants over the life of the program. FPL's goal for the pilot is to manage enrollments, learn, and improve. As such, FPL wants to

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maintain flexibility in order to learn and adapt during the pilot period to ensure the program's success and effectiveness.

- d. Although FPL expects to gain certain cost efficiencies with participant growth of the program, both annual program costs and annual participation are projected to increase over time as indicated in the response to Docket No. 20240012-EG Staff's Sixth Set of Interrogatories – Interrogatory No. 93. The exhibit included as part of Appendix A, FPL DSM Program Standards, HVAC On-Bill Pilot Program Standards titled, "Example Project Cost Recovery Schedule and Early Termination Fees" is an example of cost recovery and service payments for one individual participant. As shown in the individual participant example, the revenue requirement declines over time as earnings on rate base decline each period due to depreciation on the assets. HVAC On-Bill participants are paying a levelized amount each period, which when compared to the annual revenue requirement, results in a net ECCR impact shown as an under-recovery from participants in the earlier years and then an over-recovery from participants in later years.

FPL is including an expanded table in this response showing the twenty-year summary of the program's projected revenues and expenses (the first ten years of which were originally provided in FPL's response to Staff's Sixth Set of Interrogatories, No. 93 in Docket No. 20240012-EG). Note: Overall capital and O&M costs are increasing over the first ten years as new participants are added to the program. Following the first ten years of program participation, as participants under a ten-year agreement begin to roll off, the overall capital and O&M costs decrease over time.

HVAC On Bill Total Program Costs:	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Capital Costs / Other	1,000,912	1,754,984	2,896,369	4,118,393	5,437,669	6,870,748	8,441,946	9,902,496	11,840,557	14,000,356
Operations & Maintenance	641,357	752,461	917,682	1,104,737	1,316,632	1,556,386	1,827,919	2,135,454	2,483,775	2,878,282
Load Management Credit	11,172	29,792	57,723	88,446	122,261	159,427	200,317	245,304	294,796	349,242
Program Revenues	(561,914)	(1,498,437)	(2,903,221)	(4,448,484)	(6,149,210)	(8,018,510)	(10,075,115)	(12,337,754)	(14,827,033)	(17,565,426)
Net Costs	\$1,091,527	\$1,038,801	\$968,553	\$863,092	\$727,351	\$568,050	\$395,068	(\$54,501)	(\$207,904)	(\$337,546)
<i>(Continued)</i>	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
Capital Costs / Other	12,694,459	11,336,413	9,905,085	8,504,074	7,125,080	5,759,143	4,381,356	2,977,152	1,542,894	47,581
Operations & Maintenance	2,691,969	2,629,888	2,514,250	2,377,922	2,217,885	2,031,106	1,813,638	1,561,223	1,269,032	-
Load Management Credit	338,070	319,450	291,519	260,796	226,981	189,815	148,925	103,938	54,446	-
Program Revenues	(17,003,512)	(16,066,989)	(14,662,205)	(13,116,942)	(11,416,216)	(9,546,916)	(7,490,311)	(5,227,672)	(2,738,393)	-
Net Costs	(\$1,279,015)	(\$1,781,239)	(\$1,951,351)	(\$1,974,150)	(\$1,846,269)	(\$1,566,852)	(\$1,146,392)	(\$585,358)	\$127,978	\$47,581

- e. As shown in the financial model provided in Docket No. 20240012-EG FEL's First Request for Production of Documents No. 2, the HVAC On-Bill program's revenues and costs were modeled over an initial twenty-year time period (with new participants assumed to enter the program over the first ten years). FPL calculated the Cumulative Present Value of Revenue Requirements (CPVRR) using the program's assumed revenues and costs for the entire twenty-year period before applying a levelization factor to the CPVRR to arrive at an annual rate that each participant would be charged, thereby ensuring all program costs would be recovered from the participants over the twenty-year duration.

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Because the methodology aggregates all program costs over a twenty-year operational period to arrive at the levelized annual payment for each participant's 10-year agreement, there is no separate breakdown of costs and revenue for participants entering a program in any one year versus another. The total projected program costs and revenues are shown in the response to Docket 20250048-EG Staff's First Data Request No. 7d.

HVAC On Bill Total Program Costs:	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Capital Costs / Other	1,000,912	1,754,984	2,896,369	4,118,393	5,437,669	6,870,748	8,441,946	9,902,496	11,840,557	14,000,356
Operations & Maintenance	641,357	752,461	917,682	1,104,737	1,316,632	1,556,386	1,827,919	2,135,454	2,483,775	2,878,282
Load Management Credit	11,172	29,792	57,723	88,446	122,261	159,427	200,317	245,304	294,796	349,242
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Net Costs	\$1,091,527	\$1,038,801	\$968,553	\$863,092	\$727,351	\$568,050	\$395,068	(\$54,501)	(\$207,904)	(\$337,546)
<i>(Continued)</i>	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
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Operations & Maintenance	2,691,969	2,629,888	2,514,250	2,377,922	2,217,885	2,031,106	1,813,638	1,561,223	1,269,032	-
Load Management Credit	338,070	319,450	291,519	260,796	226,981	189,815	148,925	103,938	54,446	-
Program Revenues	(17,003,512)	(16,066,989)	(14,662,205)	(13,116,942)	(11,416,216)	(9,546,916)	(7,490,311)	(5,227,672)	(2,738,393)	-
Net Costs	(\$1,279,015)	(\$1,781,239)	(\$1,951,351)	(\$1,974,150)	(\$1,846,269)	(\$1,566,852)	(\$1,146,392)	(\$585,358)	\$127,978	\$47,581

f. FPL assumed a 10-year service agreement term for all cost estimates.

QUESTION:

Please refer to FPL's petition, Attachment 1, Appendix A, FPL DSM Program Standards for the following questions.

- a. Please provide a redline version of FPL's proposed program participation standards that identifies any changes as compared to the Utility's current program participation standards. As part of this response, please provide an explanation for any changes for each program.
- b. Please refer to the Low-Income Renter Pilot Program Standards. Please indicate if FPL intends to collect information on landlord rent amounts before and after installation of the new HVAC systems. If so, please explain why this was not included as a requirement in the program standards, and indicate if FPL intends to include this information in its DSM annual report filings. If not, please explain why.
- c. Please also refer to the HVAC On-Bill Pilot Program Standards, Section 4. Please indicate if it would be possible to only disconnect a participant's HVAC system if the participant defaults on the monthly HVAC Service Charge portion of the bill but is current on the remainder of the electric bill. If not, please explain why. If so, please explain if FPL would be amenable to revising this section of the program standards and any other associated HVAC On-Bill Pilot program parameters to reflect this change and if not, please explain why.

RESPONSE:

- a. The 2025 FPL DSM Program Standards attached to this response for each program have been reformatted to provide a higher level of detail and clarity for the benefit of all stakeholders and have been organized into a more consistent format across all programs. This structural uniformity helps in navigating the document, making it easier for users to find specific information quickly and accurately. FPL has also provided more thorough program descriptions in the program overview section of each program. Although the primary changes are in formatting and added descriptive detail, the following material changes have been made to the Program Standards to improve the effectiveness and efficiency of the respective programs:

HVAC On-Bill (On Call®) Pilot Program

- New pilot program.

Residential HVAC Program

- Updated minimum efficiency requirement language to reflect SEER2 equal to or greater than one point above current federal efficiency standards.
- Updated rebate amount to \$200 per qualifying unit.
- Removed exclusion of mobile homes from program participation.

Residential New Construction (BuildSmart®) Program

- Updated rebate amount from \$50 to \$75 for homes qualifying for both BuildSmart and ENERGY STAR® certification.

Residential Low-Income Weatherization Program

- Updated program measures to include ceiling insulation, which includes a \$500 reimbursement amount.
- Removed HVAC maintenance measure, which had a \$60 reimbursement amount.

Low-Income Renter Pilot Program

- New pilot program.

Business Heating Ventilation & Air Conditioning (HVAC) Program

- Removed measures and associated standards due to cost-effectiveness screening: Energy Recovery Ventilation (ERV), Demand Control Ventilation (DCV), and Thermal Energy Storage (TES).
- Added new measure and associated standards: Variable Frequency Drives (VFD) on HVAC Pumps.
- Updated rebates for direct expansion (DX) units from a single incentive amount for all systems to rebate amounts based on the capacity and minimum efficiency of the DX unit.
- Added a per qualifying unit incentive for small DX units rather than a per Summer kW saved.

Business Lighting Program Standards

- Removed measures and associated standards due to cost-effectiveness screening: Premium Linear Fluorescent, Compact Fluorescent Lights (CFL), and Pulse-Start Metal Halide (PSMH).
- Added new measure and associated standards for LED Linear Fixture replacements.
- Updated and simplified incentives from a rebate amount per summer kW saved to a per fixture rebate amount in three LED segments: LED Linear, LED (0-140 Watts), and LED (greater than 140 Watts).
- Simplified the application process for customers by removing pre-qualification requirements.

Business Custom Incentive Program

- Included incentive cap to not exceed 25% of the incremental cost, up to a maximum total payment of \$250,000.
- Expanded eligibility to include TRC passing measures.

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Request No. 8
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For all Load Management programs, including Residential On Call, Business On Call, Commercial Industrial Load Control (CILC), and Commercial Demand Reduction (CDR), individual program standard pages were created for each program to provide a clearer and more detailed overview. Additionally, we removed references to participation limitations from every program.

- b. No. FPL does not have the authority to require landlords to provide and validate rent information within the context of the low-income renter pilot program. The regulations and contractual agreements governing rent control are not managed by FPL and fall outside the purview of a regulated utility. However, the pilot program is designed to mitigate a landlord's incentive to increase rent due to HVAC upgrades. When a landlord replaces an HVAC unit, FPL will cover the incremental cost of a more efficient unit, up to \$1,000, meaning the landlord only bears the cost of a code-compliant unit. This approach aims to eliminate the financial pressure on landlords to pass additional costs onto tenants. While the pilot includes mechanisms to evaluate its efficacy in mitigating rent increases and the landlord's behavior, FPL itself cannot mandate rent control measures.
- c. FPL does not believe it is feasible to disconnect a participant's HVAC system for non-payment in a manner that could not be bypassed. For example, any remote locking of a thermostat or load control switch could be bypassed by the participant by removing the switch or replacing the thermostat. The only way to prevent bypass would be physical removal of a portion of the HVAC system which would add costly removal, storage, and reinstallation that would not be commercially viable. As FPL has discussed in previous questions on this topic, the provision of HVAC service under this program should be considered part of the customer's electric service and subject to the same terms for payment. This ensures that participating customers maintain a high priority on timely payment of HVAC service charges, which guarantees the HVAC system's availability for load control as needed under the On Call program. The ability to disconnect a customer's electric service for non-payment, as a last resort, further encourages timely payments. This approach enables FPL to keep the program's costs as low as possible by minimizing the amount of uncollectible accounts, given that the removal and reinstallation of the HVAC system at another premise is not practical and is cost prohibitive.

Florida Power & Light Company **Demand Side Management**

Program Standards

2025

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FPL Residential Program Portfolio

Program Standards

2025

Residential Energy Survey Program Standards

1. Program Overview

The Residential Energy Survey program is designed to educate customers on energy efficiency and encourage them to participate in Florida Power & Light Company's (FPL) Demand-Side Management (DSM) programs, as well as implement recommended energy-saving measures and practices that may not be included in FPL's residential programs. In addition to individual surveys, the program offers customer education on conservation measures through presentations at community events and local schools. The Residential Energy Survey program plays a crucial role in helping educate FPL customers on ways to reduce energy consumption and costs while supporting FPL's overall DSM efforts. The program assists customers in recognizing potential energy savings and helps identify candidates for other FPL DSM programs. By offering various channels for energy surveys and promoting energy efficiency education, the program ensures that all FPL residential customers, whether homeowners or renters, can benefit from improved energy efficiency and cost savings. Energy surveys are offered through the following channels:

- Home Energy Survey (HES): Conducted by an FPL representative at the customer's home, this in-person survey identifies opportunities for customers to improve energy efficiency and participate in other FPL DSM programs.
- Online Home Energy Survey (OHES): Customers can perform this self-service survey using FPL's online system, which provides personalized recommendations based on customer input.
- Phone Energy Survey (PES): Conducted by an FPL representative over the phone using FPL's online system, this survey provides similar benefits to the in-home survey but with added convenience.

2. Eligibility Requirements

- Customers must have an active FPL residential account.

3. Participation Requirements

- The survey must be performed by an FPL representative either at the customer's home, over the phone, or by the customer using FPL's online survey tool at FPL.com.

4. Incentives

- The program is free of charge to participants.
- Residential Energy Surveys identify opportunities for customers to receive financial incentives through other FPL residential programs.

5. Reporting Requirements

- Program costs will be reported to the Commission in FPL's Energy Conservation Cost Recovery (ECCR) True-Up and Projection filings.
- Program achievements will be reported in FPL's DSM Annual Report.

6. Disclaimers

- “The utility does not warrant or guarantee the audit findings or recommendations, nor is the utility liable as a result of the audit for the acts or omissions of any person who implements or attempts to implement those conservation measures recommended by the auditor” (Rule 25-17.003, Florida Administrative Code).
- It is the sole responsibility of the customer to determine whether any energy conservation measure is appropriate for their property and to manage any independent contractor that is selected and hired by the customer.

Residential Load Management (On Call®) Program Standards

1. Program Overview

The Residential Load Management (On Call®) program is designed to help FPL manage energy demand by allowing the utility to turn off certain customer-selected appliances during periods of extreme demand, capacity shortages, and system emergencies including system frequency regulation. FPL installs equipment to control eligible appliances, including central air conditioners/electric heating, water heaters, and pool pumps. Through this program, customers are educated on the benefits of participating in load management initiatives which help maintain system reliability and efficiency. By enrolling in the On Call program, customers actively contribute to reducing peak demand and overall energy consumption during critical periods, supporting both personal cost savings and broader energy conservation goals. The On Call program utilizes contractors to install and service the load control equipment necessary for participation.

2. Eligibility Requirements

The program is available to all FPL residential customers who have eligible end-use equipment and occupied the premise for at least nine months of the year. See Applicable Tariff Sheets: 8.217 – 8.218.

3. Participation Requirements

FPL-installed equipment is connected to eligible customer- selected end-use equipment (*i.e.*, central air conditioning, central electric heating, electric water heaters, and pool pumps), allowing FPL to control these loads. See Applicable Tariff Sheets: 8.217 – 8.218.

4. Incentives

Participants in the On Call program will receive a monthly credit on their electric bill, as specified in Tariff Sheet No. 8.217. The credit amount depends on the type and number of appliances enrolled in the program.

5. Incentive Processing:

Participant bill credits will commence upon the installation and completion of required verification of the load control equipment.

6. Reporting Requirements

Program costs will be reported to the Commission in FPL's Energy Conservation Cost Recovery (ECCR) True-Up and Projection filings. Program achievements will be reported in FPL's Demand-Side Management (DSM) Annual Report.

7. Disclaimers

See Applicable Tariff Sheet Nos. 8.217 – 8.218.

HVAC On-Bill (On Call) Pilot Program Standards

1. Program Overview

The HVAC On-Bill (HOB) pilot is an option within FPL's Residential On Call® program that provides customers with new HVAC equipment, routine service, and maintenance for a fixed monthly charge on their electric service bill. This pilot encourages the adoption of efficient, new HVAC equipment without requiring an upfront payment from the customer and provides cost-effective load control to FPL and the general body of customers. The HVAC equipment installed under the pilot is subject to load management and participants receive monthly bill credits in accordance with the Company's Residential On Call Tariff and the HVAC Service Agreement.

2. Eligibility Requirements

- The pilot is available to residential customers in FPL's service area who own their home that is permanently affixed to the underlying real property, and
- Customer must be in good standing and meet minimum credit requirements established by FPL.
- Customer must be eligible for Residential Service under rate schedule RS-1, or RS-1/2EV.
- Customer must allow reasonable access to the residential property for installation and servicing of HVAC equipment and devices used to effect load control.

3. Participation Requirements

3.1 General Requirements

Participation requirements are specified in Rate Schedule ROC, Sheet Nos. 8.217-8.281, Optional HVAC Services Rider (HVAC), Sheet Nos. 8.220-8.221, Optional HVAC Services Agreement, Sheet Nos. 9.858-9.866 and associated Statement of Work (SOW).

3.2 Contractor Requirements:

- FPL at its sole discretion will determine the number of Participating Independent Contractors (PICs) eligible to participate in the pilot.
- PIC must be a licensed mechanical or air conditioning contractor in good standing in the State of Florida at all times.
- PIC must sign an agreement with FPL regarding participation in the pilot.
- PIC is required to comply with all requirements FPL establishes for offer, approval, and execution of the HVAC Services Agreement and SOW. A failure to comply can result in removal from participation in the pilot.
- The PIC must complete the installation of HVAC equipment in compliance with all local code and permit requirements.
- Equipment necessary for load control must be installed in accordance with FPL specifications.

3.2.1 Service Level Agreements (SLAs) – HVAC Services

a) Standard Service/Preventative Maintenance Response

- Contractors will schedule service appointments within 48 hours of customer request.

b) Emergency Service Response

- For no heating (below 40°F) or no cooling (above 85°F) outside temperatures, an on-site service visit must occur within 24 hours or the next business day after customer contact.

c) Arrival Time Window

- Contractors will provide a 4-hour arrival window and adhere to the scheduled timeframe.

d) Repair Completion Time

- Simple Repairs: Completed within 24 hours of diagnosis.
- Complex Repairs/Replacements: Complete repairs within a commercially reasonable timeframe.

e) Customer Communication

- Contractors will provide regular status updates to customers until service completion.

f) Parts Availability

- Contractors will maintain an inventory of common replacement parts to ensure timely repairs and minimize delays.

g) Customer Complaint Resolution

- Valid Complaints: Acknowledge within 1 business day and resolve within a commercially reasonable timeframe.
- Invalid Complaints: Provide a response with an explanation within 2 business days.
- Regulatory Complaints (Florida Public Service Commission (PSC)): Submit a formal response to the PSC within 10 business days, including documented service history.

h) Service Documentation & Reporting

- Contractors must upload detailed work orders and service reports to the portal

within 7 business days of service completion.

i) Performance Metrics & Compliance

- Quarterly Performance Reviews: Contractors must participate in performance evaluations and corrective action planning.
- Customer Satisfaction: Maintain a post-service customer satisfaction rating of 85% or higher.
- Issue Escalation: Unresolved issues beyond SLA limits must be escalated to program management within 24 hours or the next business day.
- First-Time Fix Rate: At least 90% of service requests should be resolved on the first visit to minimize repeat calls.
- Contractor Responsiveness: Contractors must respond to program management inquiries within 24 hours or the next business day for active cases.

j) Completion Confirmation

- Contractors must obtain customer confirmation of satisfactory service completion after each installation or repair.

k) Disaster Recovery Plan

- Implement and maintain a disaster recovery plan to ensure service continuity during emergencies.

4. Service Charge and Incentives

- Monthly HVAC Service Charge accepted by customer in SOW will be added to the customer's monthly FPL bill for the term of the Service.
- Customer bill credits will be provided in accordance with the Residential On Call program Rate Schedule ROC, Sheet No. 8.217 and HVAC Service Agreement, Sheet No. 9.859.
- As authorized by the Florida Public Service Commission Rule 25-6.105 (Refusal or Discontinuance of Service by Utility), in the event of a payment default on the participating customer's electric bill (including, but not limited to, any or all of the monthly HVAC Service charge), FPL may discontinue electrical service to customer's residence.

5. Incentive Processing:

Participant bill credits will commence upon the installation and completion of required verification of the load control equipment.

6. Reporting Requirements

Pilot costs and revenues will be reported to the Commission in FPL's Energy Conservation Cost Recovery ("ECCR") True-Up and Projection filings. Pilot achievements will be reported in FPL's Demand-Side Management ("DSM") Annual Report.

In addition to reporting requirements associated with all approved DSM programs, FPL will provide:

- Monthly service charge for each installation in the annual ECCR True-Up filing
- SEER level of new and replaced HVAC equipment in the DSM Annual Report

Example Project Cost Recovery Schedule and Early Termination Fees¹

	<u>HVAC Services Rev Req</u>	<u>HVAC Services Payments</u>	<u>Net ECCR Impact</u>		<u>Early Termination Schedule</u>
<u>Year</u>	<u>Nominal</u>	<u>Nominal</u>	<u>Nominal</u>	<u>PV</u>	
<u>1</u>	<u>\$2,287</u>	<u>\$1,873</u>	<u>\$414</u>	<u>\$383</u>	<u>\$8,307</u>
<u>2</u>	<u>\$2,154</u>	<u>\$1,873</u>	<u>\$281</u>	<u>\$241</u>	<u>\$7,744</u>
<u>3</u>	<u>\$2,023</u>	<u>\$1,873</u>	<u>\$150</u>	<u>\$119</u>	<u>\$7,075</u>
<u>4</u>	<u>\$1,917</u>	<u>\$1,873</u>	<u>\$44</u>	<u>\$32</u>	<u>\$6,316</u>
<u>5</u>	<u>\$1,820</u>	<u>\$1,873</u>	<u>(\$53)</u>	<u>(\$36)</u>	<u>\$5,470</u>
<u>6</u>	<u>\$1,730</u>	<u>\$1,873</u>	<u>(\$143)</u>	<u>(\$90)</u>	<u>\$4,537</u>
<u>7</u>	<u>\$1,655</u>	<u>\$1,873</u>	<u>(\$218)</u>	<u>(\$127)</u>	<u>\$3,524</u>
<u>8</u>	<u>\$1,586</u>	<u>\$1,873</u>	<u>(\$287)</u>	<u>(\$155)</u>	<u>\$2,432</u>
<u>9</u>	<u>\$1,519</u>	<u>\$1,873</u>	<u>(\$354)</u>	<u>(\$177)</u>	<u>\$1,255</u>
<u>10</u>	<u>\$1,464</u>	<u>\$1,873</u>	<u>(\$409)</u>	<u>(\$189)</u>	<u>\$0</u>
<u>Total</u>	<u>\$18,154</u>	<u>\$18,730</u>	<u>(\$576)</u>	<u>\$0</u>	

¹ Based on a project cost of \$7,600 and no pre-payment of load control credits

7. Disclaimers

See Applicable Tariff Sheets: 8.217 – 8.218, 8.220-8.221, and 9.858-9.866.

Residential HVAC Program Standards

1. Program Overview

The Residential HVAC program aims to help customers reduce their heating and cooling costs by providing rebates for the installation of high-efficiency central air conditioning or heat pump systems. This program educates customers on the benefits of installing high-efficiency HVAC systems to reduce energy costs and improve overall home comfort. By providing a monetary incentive, the program encourages customers to opt for systems that exceed federal efficiency standards, thereby contributing to energy conservation and demand-side management goals. The goal is to encourage the adoption of high-efficiency HVAC systems, thereby enhancing energy efficiency in residential settings.

FPL delivers this program through Participating Independent Contractors (PICs), who offer the rebate to the customer at the time of qualifying air conditioning or heat pump installation.

2. Eligibility Requirements

- Customers must have an active FPL residential account.
- Customers must not have received a rebate for the same HVAC system within the past two years. This limitation may be waived, at FPL's sole discretion, if the HVAC system is damaged by a state or federally recognized natural disaster, tornado, fire, or similar event.

3. Participation Requirements

3.1 Customer Requirements

- Customers must select an HVAC system that meets all equipment specifications.
- Customers must select, verify, and hire a Participating Independent Contractor (PIC) to perform the installation work.
- Governmental entities, including local, state, and federal agencies, may, with FPL's pre-approval, perform installations themselves provided they comply with all other program standards requirements.

3.2. Equipment/Materials Requirements

- HVAC systems must be straight-cool and heat pump, electric-driven, air-cooled or water-cooled systems, excluding window units and single-zone mini splits.
- HVAC systems must have a Seasonal Energy Efficiency Ratio (SEER2) equal to or greater than one point above current federal efficiency standards.
- HVAC systems must be new, not previously installed, or used.
- HVAC systems must be certified by the Air Conditioning, Heating & Refrigeration Institute (AHRI) as listed on its website (www.ahridirectory.org) and listed (including any supplemental devices) by Underwriters Laboratories (UL) or another nationally recognized testing organization in accordance with UL standards.

- HVAC systems must completely replace an existing electric-driven cooling system, including the condenser, blower, evaporator coil, and any supplemental devices. Replacement of only some components does not qualify.

3.3. Contractor Requirements

- A PIC is required to comply with all requirements of these program standards, and a failure to comply can result in denial of the rebate and the PIC's removal from participation in the program.
- The rebate amount must appear as an itemized credit on the PIC's invoice to the customer, and the customer must have paid the amount net of the rebate.
- A PIC must sign an agreement with FPL regarding participation in the program. This is separate and independent from any agreement between the customer and the PIC.
- A PIC must be a licensed mechanical or air conditioning contractor in good standing in the State of Florida at all times.
- FPL, at its sole discretion, will determine the number of PICs eligible to participate in the program.

4. Incentives

- The rebate amount is \$200 per qualifying unit.

5. Incentive Processing

- PICs shall submit a rebate reimbursement request and all required documentation through FPL's online portal, or through any other administrative process as may be established by FPL, in a timely and accurate manner.
- PICs must include the following in the submission:
 - A completed rebate form
 - The AHRI document, which verifies the efficiency certification of the installed HVAC system
 - An outdoor photo of the HVAC unit, clearly showing the model number
 - An indoor photo of the HVAC unit, clearly showing the model number
 - A photo of the house number to verify the installation location.
- For the sole purpose of ensuring Program compliance in order to issue the rebate, FPL reserves the right to verify any installation and will be the sole determiner of whether the requirements of these Program Standards have been met. Customer must allow access for this purpose.
- FPL will process the rebate reimbursement to the PIC after 45 days of receiving a completed and approved customer enrollment.

6. Reporting Requirements

- Program costs will be reported to the Commission in FPL's Energy Conservation Cost Recovery (ECCR) True-Up and Projection filings.
- Program achievements will be reported in FPL's DSM Annual Report.

7. Disclaimers

- The issuance of a rebate by FPL under the program shall not be considered or relied upon by the customer to be confirmation that the customer has selected the proper HVAC system for their residence and/or that any of the underlying work performed by the PIC was done properly pursuant to the manufacturer recommendations and specifications, building codes, other applicable laws, industry standards, or individual contract requirements. FPL does not participate in or approve the selection of the HVAC system and does not manage or provide oversight of the work performed by the PIC selected and hired by the customer. It is the sole responsibility of the customer to investigate and select an HVAC System that is appropriate for their specific application, perform their own due diligence in selecting the PIC, manage the PIC they select and hire to perform the work, and to take the necessary precautions they deem prudent to ensure the equipment, materials, and work meets their expectations.
- FPL does not provide any supervision, control, or instructions to PICs regarding the means and methods for performing any work that might be eligible for a rebate. This is entirely the responsibility of the PIC who is an independent contractor and likewise the sole responsibility of the customer to manage and inspect the work performed by the PIC. FPL provides no guaranty or warranty regarding the amount of energy savings to be expected, the material, and/or the work provided by the PIC.

Residential Ceiling Insulation Program Standards

1. Program Overview

The Residential Ceiling Insulation program encourages customers to improve their home's thermal efficiency by providing rebates for ceiling insulation in qualifying homes. FPL delivers this program through Participating Independent Contractors (PICs), who provide the rebate to the qualifying customer at the time of ceiling insulation installation. The program aims to enhance energy efficiency and reduce energy consumption in residential properties by improving the building envelope's thermal efficiency.

2. Eligibility Requirements

- Customers must have an active FPL residential account.
- The home must have whole-house central electric air conditioning and heating.
- The home must have a verified ceiling insulation R-value of less than R-8.

3. Participation Requirements

3.1 Customer Requirements

- Customers must select, verify, and hire a Participating Independent Contractor (PIC) to perform the installation work.
- Governmental entities, including local, state, and federal agencies, may, with FPL's pre-approval, perform installations themselves provided they comply with all other program standards requirements.
- Customers must provide access to all attic spaces to determine eligibility.

3.2. Equipment/Materials Requirements

- Ceiling insulation material must include, but is not limited to, the following insulation types: blown-in, batt, or spray foam.
- Ceiling insulation must be new, meaning it cannot be refurbished, previously installed, or otherwise used.
- Ceiling insulation must have a specified R-Value. Thermal properties, technical specifications, and performance characteristics must be independently tested and verified using the applicable test methods/standards established by the American Society of Testing and Materials (ASTM) or based on other FPL-approved calculations and test methods, where appropriate.

3.3. Contractor Requirements

- PICs must comply with all requirements of these program standards. Failure to comply can result in denial of the rebate and the PIC's removal from participation in the program.
- PICs must sign an agreement with FPL regarding their overall participation in the program. This is separate and independent from any agreement between the customer and the PIC.
- PICs must have the appropriate license in good standing to perform the work.
- Installation by the PIC must meet a minimum of current state, county, and local code

requirements, and cover all conditioned space, including the scuttle hole where applicable (additions or renovations do not qualify).

- Installation must be in an accessible attic (inaccessible attics and flat roof installations are not eligible).
- Ceiling insulation must not be installed on top of unfinished (drop) ceilings.
- The rebate amount must appear as an itemized credit on the PIC's invoice to the customer, and the customer must have paid the amount net of the rebate.
- PICs must leave a product specification sheet for FPL at the premise.
- FPL, at its sole discretion, will determine the number of PICs eligible to participate in the program.

4. Incentives

- The rebate amount is \$220 per installation.

5. Incentive Processing

- PICs shall submit a rebate reimbursement request and all required documentation through FPL's online portal, or through any other administrative process as may be established by FPL, in a timely and accurate manner.
- PICs must include the following in the submission:
 - A completed rebate form
 - A pre-insulation photo showing the level of existing insulation
 - A post-insulation photo showing the level of new insulation
 - A photo of the house number to verify the installation location.
- For the sole purpose of ensuring program compliance to issue the rebate, FPL reserves the right to verify any installation and will be the sole determiner of whether the requirements of these Program Standards have been met. Customer must allow access for this purpose.
- FPL will process the rebate reimbursement to the PIC after 45 days of receiving a completed and approved customer enrollment.

6. Reporting Requirements

- Program costs will be reported to the Commission in FPL's Energy Conservation Cost Recovery (ECCR) True-Up and Projection filings.
- Program achievements will be reported in FPL's Demand-Side Management (DSM) Annual Report.

7. Disclaimers

The issuance of a rebate by FPL under the program shall not be considered or relied upon by the customer to be confirmation that the customer has selected the proper ceiling insulation for their residence or that any of the underlying work performed by the PIC was done properly pursuant to the manufacturer recommendations and specifications, building codes, other applicable laws, industry standards, or individual contract requirements. FPL does not participate in or approve the selection of the ceiling insulation and does not manage or provide oversight of the work performed by the PIC selected and hired by the customer. It is the sole responsibility of the customer to investigate and select ceiling insulation that is appropriate for their specific application, perform their own due diligence in

selecting the PIC, manage the PIC they select and hire to perform the work, and to take the necessary precautions they deem prudent to ensure the equipment, materials, and work meets their expectations.

FPL does not provide any supervision, control, or instructions to PICs regarding the means and methods for performing any work that might be eligible for a rebate. This is entirely the responsibility of the PIC who is an independent contractor and likewise the sole responsibility of the customer to manage and inspect the work performed by the PIC. FPL provides no guaranty or warranty regarding the amount of energy savings to be expected, the material, and/or the work provided by the PIC.

Residential New Construction (BuildSmart®) Program Standards

1. Program Overview

The Residential New Construction (BuildSmart®) program is designed to encourage builders and developers to design and construct energy-efficient new homes that achieve BuildSmart certification and move to achieve ENERGY STAR® qualifications, achieving an energy performance improvement score of at least ten points better than current building codes require. The program educates builders and developers on the benefits of constructing energy-efficient homes and provides technical support, regular training, and certification processes, alongside financial incentives to builders. By promoting superior building practices that align with ENERGY STAR® qualifications, the program leads to significant energy savings and enhanced sustainability.

The BuildSmart program is delivered to builders, developers, and owner-builders of new homes by FPL Program Specialists who certify that the homes meet the BuildSmart program requirements. To verify that a new home achieves an energy performance improvement score of at least ten points better than the minimum code requirements, a program specialist calculates the home's energy improvement score using an Energy Gauge calculation based on construction plans or the output from a certified third-party rater Home Energy Rating System (HERS) report, as defined in the Florida Administrative Code 9B-60.002.

2. Eligibility Requirements

- The program is open to all builders, developers, and owner-builders of new homes within FPL's service territory.
- The home must be a new residential single-family detached or single-family attached home where each housing unit is separated by a ground-to-roof wall and has no unit constructed above or below.
- The home must have whole-house electric cooling and heating supplied by a central HVAC system.

3. Participation Requirements

3.1 Home Requirements

- The home must achieve an energy performance improvement of at least ten points better than an applicable baseline home required by the Florida Energy Efficiency Code for Building Construction, as determined by FPL's BuildSmart energy performance calculation.

3.2. Builder Requirements

- The builder must construct a home that will be served by FPL.
- The builder must be licensed by the State of Florida as a General Contractor, a Building Contractor, or a Residential Contractor.
- Governmental entities, including local, state, and federal agencies, may, with FPL's pre-approval, perform installations themselves provided they comply with all other Program Standards requirements.

- The builder must submit the following documentation to FPL:
 - Construction information notice including:
 - Physical address/lot number
 - Home model information
 - Construction start/stop dates
 - Data to perform the energy performance calculations including:
 - Home plans (floor, elevation, orientation, etc.)
 - Equipment specifications
 - Other information FPL deems necessary to properly model the energy score
- If applicable, the builder must provide a certified EnergyGauge Buildings (ENB) file or another FPL-approved file.
- For the sole purpose of issuing the BuildSmart certificate, FPL reserves the right to verify any home and will be the sole determiner of whether the requirements of these Program Standards have been met. The builder must allow access for this purpose.

4. Incentives

Financial incentives may be provided in addition to a BuildSmart certification:

- ENERGY STAR® Incentive: \$75 for homes qualified as achieving both BuildSmart and ENERGY STAR® certification.

5. Incentive Processing

- Payments of incentives are sent to the builder based on their designated payee upon verification of Energy Star qualification.

6. Reporting Requirements

- Program costs will be reported to the Commission in FPL's Energy Conservation Cost Recovery (ECCR) True-Up and Projection filings.
- Program achievements will be reported in FPL's Demand-Side Management (DSM) Annual Report filed with the Florida Public Service Commission.

7. Disclaimers

The issuance of a financial incentive by FPL under the program shall not be considered or relied upon by the customer or builder to be confirmation that the installed energy conservation measure(s) was appropriate for the residence or that any of the underlying work performed by the builder in the design and construction of the house and/or the installation of any energy conservation measure was done properly pursuant to the manufacturer recommendations and specifications, building codes, building plans, other applicable laws, design and engineering standards, industry standards, or individual contract requirements. FPL does not participate in or approve the selection of the energy conservation measure(s) and/or participate in the construction of the house and does not manage or provide any oversight of the work performed by the builder. It is the sole responsibility of the customer to perform any due diligence necessary in connection with any decision made in purchasing a home which may be BuildSmart certified. The issuance of a financial incentive under the program does not provide the builder or customer with any type of guarantee, assurance, and/or warranty related to a BuildSmart

home, including the amount of energy savings to be expected.

The builder is neither employed by FPL nor an agent of FPL but rather an independent contractor. FPL does not provide any engineering, plans, designs, or instructions regarding the construction of a BuildSmart home and does not provide any supervision, control, or instructions to the builder regarding the means and methods for performing any work that might be eligible for a financial incentive under the program. This is entirely the responsibility of the builder, who is an independent contractor, and likewise the sole responsibility of the customer to manage and inspect the work performed by the builder.

Residential Low-Income Weatherization Program Standards

1. Program Overview

The Residential Low-Income Weatherization program is specifically designed to assist low-income customers by providing direct installation of energy saving measures. The program operates through two distinct models. First, low-income areas are identified and proactively canvassed to recruit qualifying customers for measure installation through FPL's Community Energy Saver initiative. The initiative also includes a free energy survey to help customers identify additional low and no-cost ways to reduce energy consumption. Second, Weatherization Assistance Providers (WAPs) or other FPL-approved agencies who have installed specified measures can submit rebate requests to FPL.

2. Eligibility Requirements

- Customers must be existing FPL residential customers who meet certain low-income criteria.
 - FPL's Community Energy Saver program is conducted in areas where the majority of customers' incomes are below 200% of the federal poverty level. All customers in these identified areas are eligible to participate.
 - For measures installed by WAP or other FPL approved agencies, customers eligibility is determined by the agency.

3. Participation Requirements

- Customer must agree to have measures installed by FPL, FPL designated representative, or FPL approved agency.

4. Incentives

- Customers will receive installed energy and water-saving measures for free whether provided through FPL, a WAP, or any other FPL approved entity.
- Reimbursement amounts for each measure installed by WAP or other FPL approved agencies will be as follows:

<u>Measure Type</u>	<u>Reimbursement Amount (per household)</u>
<u>Weatherization/Infiltration</u>	
- Weatherstripping, Caulking, and Door Sweeps (Infiltration)	\$90
<u>Air Conditioning</u>	
- Duct Testing & Repair	\$60
- Outdoor Coil Cleaning	\$60
<u>Water Heating</u>	
- Low Flow Showerhead	\$30
- Faucet Aerator	\$10
- Pipe Wrap	\$40
<u>Ceiling Insulation</u>	
- Below Code Add R-10	\$500
<u>Lighting</u>	
- LED Bulbs	\$6

5. Incentive Processing

- FPL-approved agency shall submit the Low-Income Weatherization Rebate Form to FPL within 90 days of installation.
- Reimbursement amounts for each measure installed by WAP or other FPL approved agencies will be paid to the approved agency after 45 days of receiving completed documentation and confirming all program requirements are met.
- FPL-approved agency must correct any deficiency in installation or materials identified by FPL within 90 days of notification.

6. Reporting Requirements

- Program costs will be reported to the Commission in FPL's Energy Conservation Cost Recovery (ECCR) True-Up and Projection filings.
- Program achievements will be reported in FPL's Demand-Side Management (DSM) Annual Report.

7. Disclaimers

The issuance of an incentive by FPL under the program shall not be considered or relied upon by the customer to be confirmation that any of the underlying work performed by the FPL-approved agency was done properly pursuant to the manufacturer recommendations and specifications, building codes, other applicable laws, industry standards, or individual contract requirements. FPL does not participate in or approve the selection of conservation measures installed by the FPL-approved agencies and does not manage or provide oversight of the work performed by the FPL-approved agency. It is the sole responsibility of the customer and the FPL-approved agencies to investigate and select conservation measures that are appropriate for their specific application, perform the work, and to take the necessary precautions they deem prudent to ensure the equipment, materials, and work meets their expectations.

FPL does not provide any supervision, control, or instructions to FPL-approved agencies regarding the means and methods for performing any work that might be eligible for a rebate. This is entirely the responsibility of the FPL-approved agency and likewise the sole responsibility of the customer to manage and inspect the work performed by the FPL-approved agency. FPL provides no guaranty or warranty regarding the amount of energy savings to be expected, the equipment, and/or the work provided by the FPL-approved agencies.

Low-Income Renter Pilot Program Standards

1. Program Overview

FPL's Low-Income Renter Pilot program encourages landlords of low-income rental properties to upgrade HVAC systems for energy efficiency, benefiting renters with lower energy bills. The program offers financial incentives to cover the incremental cost of replacing code-compliant units with high-efficiency HVAC systems. This initiative supports FPL's commitment to energy conservation and helps low-income renters reduce their energy costs. Participation is limited to 500 installations per year over three years to assess the program's effectiveness for potential future expansion.

2. Eligibility Requirements

- The property must have renters with an active FPL residential account.
- The property must be a residential rental home where the landlord or agency can provide income eligibility via renter participation in assistance from recognized assistance agencies.
- The property must not have received a rebate for the same HVAC system within the past two years. This limitation may be waived, at FPL's sole discretion, if the HVAC system is damaged by a state or federally recognized natural disaster, tornado, fire, or similar events.

3. Participation Requirements

3.1. Equipment/Materials Requirements

- HVAC systems must be straight-cool and heat pump, electric-driven, air-cooled systems, excluding window units and single-zone mini splits.
- The system must have a Seasonal Energy Efficiency Ratio (SEER2) minimum equal to or greater than one point above current federal efficiency standards.
- The system must be new (*i.e.*, cannot be refurbished, previously installed, or used).
- The system must be certified by the Air Conditioning, Heating & Refrigeration Institute (AHRI) as listed on its website (www.ahridirectory.org) and listed (including any supplemental devices) by Underwriters Laboratories (UL) or another nationally recognized testing organization in accordance with UL standards.
- The system must completely replace an existing electric-driven cooling system (*i.e.*, condenser, blower, coil, and any supplemental devices). Replacement of only some components does not qualify.

3.2. General Requirements

- The landlord must select an HVAC system that meets all equipment requirements.
- The landlord must ensure that the installation is performed by a licensed HVAC contractor, WAP, or Community Action Agency.
- The landlord must submit detailed project information, including income eligibility documentation and HVAC system specifications to FPL.
- The property must allow reasonable access for FPL representatives to inspect the HVAC installation and verify compliance with program requirements.

4. Incentives

- The rebate amount will be the difference in the quoted cost of standard efficiency HVAC equipment and qualifying efficiency HVAC equipment, not to exceed \$1,000.
- The rebate shall be paid directly to the landlord or designated payee. Rebates paid directly to licensed HVAC contractors will be applied as an itemized discount on the invoice to the landlord.

5. Incentive Processing

- Incentive payments will be made as a direct payment to the customer or designated payee after 45 days of receipt of completed documentation and confirming eligibility and participation requirements are met.
- Participation is limited to 500 installations per year over a three-year period. FPL will close current-year participation upon reaching this limit.

6. Reporting Requirements

- Program costs will be reported to the Commission in FPL's Energy Conservation Cost Recovery (ECCR) True-Up and Projection filings.
- Program achievements will be reported in FPL's Demand-Side Management (DSM) Annual Report.

7. Disclaimers

The issuance of a rebate by FPL under the Program shall not be considered or relied upon by the customer as confirmation that: (i) the customer has selected the proper HVAC system for the rental property; and/or (ii) any of the underlying work performed by the licensed HVAC contractor was done properly pursuant to the manufacturer's recommendations and specifications, building codes, other applicable laws, industry standards, or individual contract requirements. FPL does not participate in or approve the selection of the HVAC system and does not manage or provide oversight of the work performed by the contractor selected and hired by the customer. It is the sole responsibility of the customer to investigate and select an HVAC system that is appropriate for their specific application, perform their own due diligence in selecting the licensed HVAC contractor, manage the contractor they select and hire to perform the work, and take the necessary precautions they deem prudent to ensure the equipment, materials, and work meet their expectations.

FPL does not provide any supervision, control, or instructions to contractors regarding the means and methods for performing any work that might be eligible for a rebate. This responsibility lies entirely with the contractor, who is an independent contractor, and it is likewise solely the customer's responsibility to manage and inspect the work performed by the contractor. FPL provides no guarantee or warranty regarding the amount of energy savings to be expected, the equipment, or the work provided by the contractor.

FPL Business Program Portfolio

Program Standards

2025

Business Energy Evaluation Program Standards

1. Program Overview

The Business Energy Evaluation (BEE) program is designed to educate customers on energy efficiency and encourage the implementation of recommended practices and measures, even if these are not included in FPL's Demand-Side Management (DSM) programs. The BEE is also used to identify potential candidates for other FPL DSM programs. This program is delivered through three channels: online through an FPL system, by phone with FPL representatives using the online system, or on-site by FPL representatives. In 2023, FPL introduced the Business Energy Manager tool, which allows business customers to better understand their energy usage and identify savings opportunities. The objective of the BEE program is to educate business customers on energy efficiency and encourage them to participate in applicable FPL DSM programs and implement other recommended actions. Customers receive a Business Energy Evaluation upon survey completion.

The Business Energy Evaluation program is delivered through the following channels:

- Online BEE: Performed by customers using FPL's online system.
- Phone BEE: Conducted by FPL representatives using FPL's online system.
- Field BEE: Conducted by FPL representatives at the customer's facility.

These delivery methods ensure that business customers, whether they own or rent their facility, can access the program and benefit from its services.

2. Eligibility Requirements

- The customer must have an active FPL business account.

3. Participation Requirements

- The survey must be performed by the customer using FPL's online survey tool at FPL.com or by an FPL representative over the phone or on-site at the customer's business.

4. Incentives

- There are no direct financial incentives offered under the Business Energy Evaluation program.
- Business Energy Surveys identify opportunities for customers to receive financial incentives through other FPL business programs.

5. Reporting Requirements

- Program costs will be reported to the Commission in FPL's Energy Conservation Cost Recovery (ECCR) True-Up and Projection filings.
- Program achievements will be reported in FPL's Demand-Side Management (DSM) Annual Report.

6. Disclaimers

The utility does not warrant or guarantee the audit findings or recommendations, nor is the utility liable as a result of the audit for the acts or omissions of any person who implements or attempts to implement those conservation measures recommended by the auditor” (Rule 25-17.003, Florida Administrative Code). It is the sole responsibility of the customer to determine whether any energy conservation measure is appropriate for their property and to manage any independent contractor that is selected and hired by the customer.

Business On Call® Program Standards

1. Program Overview

The Business Load Management (On Call®) program is designed to help FPL manage energy demand by allowing the utility to turn off air conditioners during periods of extreme demand, capacity shortages, and system emergencies including system frequency regulation. FPL installs equipment to control customer's DX central electric air conditioners. Through this program, customers are educated on the benefits of participating in load management initiatives which help maintain system reliability and efficiency. By enrolling in the On Call program, customers actively contribute to reducing peak demand and overall energy consumption during critical periods, supporting both personal cost savings and broader energy conservation goals. The On Call program utilizes contractors to install and service the load control equipment necessary for participation.

2. Eligibility Requirements

The program is available to FPL business customers on rate schedule GS-1 and GSD1 that normally operates air conditioners between 3pm – 6pm at least four days a week. See Applicable Tariff Sheet Nos. 8.109-8.110 for requirements.

3. Participation Requirements

FPL-installed equipment is connected to eligible customer's central electric air conditioners-allowing FPL to control these loads. See Applicable Tariff Sheet Nos. 8.109-8.110 for requirements.

4. Incentives

Participants in the On Call program receive a monthly credit on their electric bill, as specified in Tariff Sheet No. 8.109. The credit amount depends on the number of air conditioning units and tonnage enrolled in the program.

5. Incentive Processing:

Participant bill credits will commence upon the installation and completion of required verification of the load control equipment. See applicable Tariff Sheet Nos. 8.109-8.110

6. Reporting Requirements

Program costs will be reported to the Commission in FPL's Energy Conservation Cost Recovery ("ECCR") True-Up and Projection filings. Program achievements will be reported in FPL's Demand-Side Management ("DSM") Annual Report.

7. Disclaimers

See applicable Tariff Sheet Nos. 8.109-8.110

Commercial/Industrial Demand Reduction (CDR) Program Standards

1. Program Overview

The Commercial/Industrial Demand Reduction (CDR) program is designed to allow FPL to control customer loads of 200 kW or greater during periods of extreme demand, capacity shortages, or system emergencies. Participating customers receive monthly bill credits based on the amount of kW they are willing to have interrupted. Participation in the program is governed by the FPL Commercial/Industrial Demand Reduction Rider and Agreement. Each customer enrollment is unique, determined by the specific amount of kW the customer agrees to have interrupted. Once a completed agreement is executed, contractors install equipment at the customer's premises that allow FPL to remotely interrupt the applicable load.

2. Eligibility Requirements

The program is available to FPL business customers who meet the requirements outlined in the CDR Rider (Tariff Sheet Nos. 8.680 – 8.685).

3. Participation Requirements

See the CDR Rider (Tariff Sheet Nos. 8.680 – 8.685) for program requirements.

4. Incentives

Participants in CDR program receive a monthly credit on their electric bill, as specified in Tariff Sheet Nos. 8.680 – 8.685.

5. Incentive Processing:

Participant bill credits will commence upon the installation and completion of required verification and testing of the load control equipment. See Tariff Sheet Nos. 8.680 – 8.685.

6. Reporting Requirements

Program costs will be reported to the Commission in FPL's Energy Conservation Cost Recovery ("ECCR") True-Up and Projection filings. Program achievements will be reported in FPL's Demand-Side Management ("DSM") Annual Report.

7. Disclaimers

See Tariff Sheet Nos. 8.680 – 8.685

Commercial/Industrial Load Control (CILC) Program Standards (CLOSED)
(Closed to New Participants)

1. Program Overview

The Commercial/Industrial Load Control (CILC) program allows FPL to control customer loads of 200 kW or greater during periods of extreme demand, capacity shortages, or system emergencies. This initiative helps maintain system reliability and efficiency by shedding large commercial and industrial customer loads as referenced in the CILC agreement. The program is governed by the requirements in FPL CILC Tariff Sheet Nos. 8.650 – 8.659 and applicable Agreement. The program was closed to new participants as of December 31, 2000, and is only available to existing participants who had entered into a CILC agreement as of March 19, 1996.

2. Eligibility Requirements

The CILC program was closed to new participants as of December 31, 2000. It remains available only to existing CILC customers who entered into a CILC agreement as of March 19, 1996, and continue to meet the requirements outlined in the CILC Tariff (Tariff Sheet Nos: 8.650 – 8.659). Customers are responsible for providing appropriate contact information to FPL for communication of load management event alerts and program notifications.

3. Participation Requirements

- The program is closed to new participants.
- Existing participants shall be responsible for providing appropriate contact information to FPL for communication of load management event alerts and program notifications.
- See Tariff Sheet Nos, 8.650 – 8.659 for program requirements.

4. Incentives

See Tariff Sheet Nos, 8.650 – 8.659.

5. Incentive Processing:

See Tariff Sheet Nos, 8.650 – 8.659.

6. Reporting Requirements

Program costs will be reported to the Commission in FPL's Energy Conservation Cost Recovery ("ECCR") True-Up and Projection filings. Program achievements will be reported in FPL's Demand-Side Management ("DSM") Annual Report.

7. Disclaimers

See Tariff Sheet Nos, 8.650 – 8.659.

Business Heating Ventilation & Air Conditioning (HVAC) Program Standards

1. Program Overview

The Business Heating, Ventilating & Air Conditioning (HVAC) Program is designed to encourage commercial and industrial customers to install high-efficiency electric HVAC systems and aims to help these customers reduce their overall heating and cooling costs. The primary types of eligible systems include chillers and split/package Direct Expansion (DX) systems. The program also encourages the installation of Variable Frequency Drives (VFD) on HVAC pumps to enhance system efficiency.

2. Eligibility Requirements

- The customer must have an active FPL business account.
- The HVAC system must be for new construction or retrofit installations.

3. Participation Requirements

3.1 Equipment/Materials Requirements

- The equipment must be new (*i.e.*, cannot be refurbished, previously installed, or used) unless pre-approved by FPL.
- The HVAC system must be part of the facility's primary HVAC system.
- The equipment must exceed Florida Building Code requirements as specified by FPL.
- The equipment must operate during FPL's seasonal summer on-peak periods (3:00 p.m. to 6:00 p.m. ET weekdays from June 1 through September 30).

3.1.1 Requirements for Chillers

- The chiller must be certified by the manufacturer to AHRI Standards 550/590 Current Edition.
- The chilled water must be rated at a leaving temperature of 44°F.
- The chilled water must be rated at an entering temperature of 54°F.
- Water-cooled condensers must be rated at return temperatures of 85°F with a flow rate of 3.0 gpm per ton.
- Air-cooled condensers must be rated at an ambient air temperature of 95°F.

3.1.2 Requirements for DX Systems

- The equipment must be used to air condition a facility or process load.
- The DX system must not be used as a backup or emergency unit that is not part of the normal operational sequence.
- The equipment must exceed Florida Building Code SEER2 or EER Requirement / ASHRAE 90.1 Standards Current Edition.
- The equipment must be AHRI or AHRI/ISO certified.
- For any special class/size of HVAC equipment not AHRI/ISO certified or for any HVAC equipment model numbers with minor (non-energy) variations from AHRI/ISO listings, manufacturer verified specifications shall be provided.

3.1.3 Requirements for Variable Frequency Drives (VFD) on HVAC Pumps

- The VFD shall meet ANSI/AHRI Standard 1210.
- The VFD must regulate motor speed by adjusting the frequency and voltage of the electrical power supplied to the motor.
- The VFD cannot be mechanically integrated into the motor and electric commutated motor (EC motor) controller.

4. Incentives

4.1 Rebate Amount for Chillers

The rebate amount for qualifying chillers is calculated based on a maximum of \$145 per Summer kW reduction.

4.2 Rebate Amount for DX Systems

<u>System Capacity</u>	<u>Minimum Efficiency</u>	<u>Rebate Amount</u>
<u>Less than 5.42 tons</u>	<u>SEER2: 14.78</u>	<u>\$200 per unit</u>
<u>Equal to 5.42 tons and less than 11.25 tons</u>	<u>EER: 11.98</u>	<u>\$400 per unit</u>
<u>Equal to 11.25 tons and less than 20 tons</u>	<u>EER: 11.77</u>	<u>\$800 per unit</u>
<u>Equal to 20 tons and less than 63.33 tons</u>	<u>EER: 10.70</u>	<u>\$820 per summer kW reduction</u>
<u>Equal to 63.33 tons and greater</u>	<u>EER: 10.38</u>	<u>\$820 per summer kW reduction</u>

4.3 Rebate Amount for VFDs

The rebate amount is calculated based on a maximum of \$1,600 per summer kW reduction.

5. Incentives Processing

Incentive payments will be processed by providing a direct payment to the customer or designated payee after 45 days of receiving completed documentation and confirming eligibility and participation requirements are met, including receipt of the following documentation:

- One of the following providing specifications for the HVAC equipment:
 - Mechanical Schedules
 - Manufacturer Specification Sheets
 - Schedule of Values
- The AHRI Certificate verifying the efficiency certification of the installed HVAC system
- Original invoice or purchase order, which must contain the model number and quantity of units
- Pictures of the units installed to confirm proper installation
- The installing contractor's license (if applicable)
- A completed and signed rebate form.

6. Reporting Requirements

Program costs will be reported to the Commission in FPL's Energy Conservation Cost Recovery (ECCR) True-Up and Projection filings. Additionally, the program achievements will be reported in the Demand-Side Management (DSM) Annual Report.

7. Disclaimers

The issuance of a rebate by FPL under the Program shall not be considered or relied upon by the customer to be confirmation that: (i) The customer has selected the proper HVAC system; and/or (ii) any of the underlying work performed by the contractor was done properly pursuant to the manufacturer's recommendations and specifications, building codes, other applicable laws, industry standards, or individual contract requirements.

FPL does not participate in or approve the selection of the HVAC system and does not manage or provide oversight of the work performed by the contractor selected by the customer. It is the sole responsibility of the customer to investigate and select an HVAC system that is appropriate for their specific application, perform their own due diligence in selecting the contractor, manage the contractor they select to perform the work, and take the necessary precautions they deem prudent to ensure the equipment, materials, and work meet their expectations.

FPL does not provide any supervision, control, or instructions to the contractor regarding the means and methods for performing any work that might be eligible for a rebate. This is entirely the responsibility of the contractor and the customer to manage, inspect, and accept the work performed by the contractor. FPL provides no guarantee or warranty regarding the amount of energy savings to be expected, the equipment, or the work provided by the contractor.

FPL Business Lighting Program Standards

1. Program Overview

The Business Lighting Program encourages customers to install high-efficiency lighting systems by providing incentives for the installation of qualifying lighting fixtures. Customers enroll in the program by submitting project details, including the number and size of qualifying lighting fixtures installed, and FPL provides the rebate through a direct payment to the customer. This program is delivered primarily through customer advisors and paid digital and online advertising. FPL also promotes the program through trade publications.

2. Eligibility Requirements

2.1 Customer Eligibility Requirements:

- The customer must have an active FPL business account.
- The customer must select LED lighting fixtures that meet all equipment specifications.

2.2 Lighting Fixture Specifications:

- The fixtures must replace existing less efficient interior lighting with a permanent LED fixture (including interior spaces in parking garages). The lighting fixture will not qualify if it is required by code.
- The fixtures must be ceiling mounted, fully integrated and hardwired, including Low, Medium, and High Bay fixtures.
- The fixtures must be new (i.e., cannot be refurbished, previously installed, or used).
- The fixtures must be listed on the Design Lights Consortium (DLC) or ENERGY STAR® website.
- The fixtures must operate during FPL's seasonal summer on-peak periods (3:00 p.m. to 6:00 p.m. ET weekdays from June 1 through September 30).

3. Participation Requirements

- Customers must submit detailed project information, including the number and size of qualifying lighting fixtures installed.
- Customers must ensure that the installed lighting equipment meets the program's specifications.
- The customer must allow reasonable access for FPL representatives to inspect the lighting installation to verify compliance with program requirements.

4. Incentives

<u>Fixture</u>	<u>Rebate (per Fixture)</u>
<u>LED Linear</u>	<u>\$10</u>
<u>LED (0-140 Watts)</u>	<u>\$20</u>
<u>LED (greater than 140 Watts)</u>	<u>\$40</u>

5. Incentive Processing:

- Rebates are processed upon confirmation of the completed installation and submission of all required documentation.
- For the sole purpose of ensuring program compliance in order to issue the rebate, FPL reserves the right to verify any installation and will be the sole determiner of whether the requirements of these Program Standards have been met. Customer must allow access for this purpose.
- Incentive payments will be made as a direct payment to the customer or designated payee after 45 days of receipt of completed documentation and confirming eligibility and participation requirements are met.

6. Reporting Requirements

Program costs will be reported to the Commission in FPL's Energy Conservation Cost Recovery (ECCR) True-Up and Projection filings. Additionally, program achievements, including the number of projects completed and total energy savings achieved, will be reported in the Demand-Side Management (DSM) Annual Report.

7. Disclaimers

The issuance of a rebate by FPL under the Program shall not be considered or relied upon by the customer to be confirmation that: (i) The customer has selected the proper lighting system; and/or (ii) any of the underlying work performed by the contractor was done properly pursuant to the manufacturer's recommendations and specifications, building codes, other applicable laws, industry standards, or individual contract requirements.

FPL does not participate in or approve the selection of the lighting system and does not manage or provide oversight of the work performed by the contractor selected by the customer. It is the sole responsibility of the customer to investigate and select a lighting system that is appropriate for their specific application, perform their own due diligence in selecting the contractor, manage the contractor they select to perform the work, and take the necessary precautions they deem prudent to ensure the equipment, materials, and work meet their expectations.

FPL does not provide any supervision, control, or instructions to the contractor regarding the means and methods for performing any work that might be eligible for a rebate. This is entirely the responsibility of the contractor and likewise the sole responsibility of the customer to manage and inspect the work performed by the contractor. FPL provides no guarantee or warranty regarding the amount of energy savings to be expected, the equipment, or the work provided by the contractor.

FPL Business Custom Incentive Program Standards

1. Program Overview

The Business Custom Incentive (BCI) Program helps business customers save energy by providing customized rebates for the installation of unique high-efficiency technologies not covered by other FPL Demand-Side Management (DSM) programs. This program encourages customers to install unique high-efficiency technologies and is primarily promoted through customer advisors as they become aware of potential projects. FPL will evaluate the energy and demand savings of the project and determine any potential rebate based on the program standards.

2. Eligibility Requirements

2.1 Customer Eligibility Requirements:

- The customer must have an active FPL business account.
- The customer must operate the equipment during FPL's seasonal summer on-peak periods (3:00 p.m. to 6:00 p.m. ET weekdays from June 1 through September 30).
- The customer must reduce their facility's electrical demand coincident with FPL's seasonal summer system peak by a minimum of 25 kW.

2.2 Project Requirements:

- The project must not be covered by any other FPL program.
- The project must be permanent (*i.e.*, not an operational, controls, or maintenance improvement) as determined by FPL.
- The equipment must be new (*i.e.*, cannot be refurbished, previously installed, or used) unless pre-approved by FPL.
- The equipment must not have been installed prior to the date of written acceptance of the customer's proposal by FPL.
- The equipment must not be installed later than one year after the acceptance date, unless pre-approved by FPL.
- The project must not adversely impact FPL's system reliability, equipment, or safety.
- The project must pass RIM or TRC and Participants test and not involve fuel switching.
- The project must not be based exclusively on a change or improvement to the customer's electrical equipment such as electrical wiring, transformers, electric distribution equipment, substation equipment, or transmission facilities.
- The project must be formally approved by FPL before installation.
- The project must be accessible for post-installation verification and performance monitoring for one year.

3. Participation Requirements

- Customers must submit detailed project proposals, including equipment specifications, energy and demand savings projections, verifiable cost information, and any other information that demonstrate compliance with program requirements.
- Customers must allow reasonable access for FPL representatives to inspect the equipment

installation and verify compliance with program requirements.

- The customer must cooperate with FPL's post-installation verification and performance monitoring for a period of one year following installation.

4. Incentives

4.1 Rebate Amount:

- The rebate amount is project-specific and based on the following Commission-approved cost-effectiveness testing results:
 - The payback to the customer must be greater than two (2) years.
 - The total rebate cannot exceed 25% of the incremental cost.
 - The total payment cannot exceed \$250,000.

4.2 Potential Adjustments:

- Once the monitoring and verification of the project are completed, the total rebate amount may be adjusted downward if the actual summer coincident peak demand savings is more than 15 percent below that stated in the project proposal. No upward adjustment will be made.
- Any adjustment will be based on the cost-effectiveness testing utilizing the actual savings and the same resource assumptions in effect at the time of FPL's approval of the customer's formal proposal.

5. Incentive Processing:

- Payment will be made upon satisfactory completion of the project installation, monitoring, and verification work, and all other Program Standards and contract requirements.

6. Reporting Requirements

Program costs will be reported to the Commission in FPL's Energy Conservation Cost Recovery (ECCR) True-Up and Projection filings. Additionally, program achievements, including the number of projects completed and total energy savings achieved, will be reported in the Demand-Side Management (DSM) Annual Report.

7. Disclaimers

The issuance of a rebate by FPL under the Program shall not be considered or relied upon by the customer to be confirmation that: (i) the customer has selected the proper equipment or conservation measure; and/or (ii) that any of the underlying work performed by the customer or a third party was done properly pursuant to the manufacturer recommendations and specifications, building codes, other applicable laws, industry standards, or individual contract requirements.

FPL does not participate in or approve the selection of the equipment, conservation measure, or third-party installer. FPL does not install the conservation measure for the customer and does not manage, supervise, control, or provide any oversight of the work performed for such installation by the customer or any third-party selected by the customer. It is the sole responsibility of the customer to

investigate and select the equipment and/or conservation measure that is appropriate for their specific application, manage any third party they select to perform the work, and to take the necessary precautions they deem prudent to ensure the equipment and work is proper and meets their expectations. FPL provides no guaranty or warranty regarding the amount of energy saving, the equipment, and/or the work performed by the customer or third party.

Florida Power & Light Company
Docket No. 20250048-EG
Staff's First Set of Data Requests
Request No. 9
Page 1 of 1

QUESTION:

Please refer to FPL's petition, Attachment 1, Appendix B, Program-Level Cost Effectiveness Analyses. Please provide the cost-effectiveness test results for each program in Microsoft Excel format with formulas intact.

RESPONSE:

Please see the requested confidential documents attached and provided on a CD.

The documents responsive to Staff's First Data Request No. 9, Bates Nos. 000001-000198, are confidential in their entirety.

Florida Power & Light Company
Docket No. 20250048-EG
Staff's First Set of Data Requests
Request No. 10
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QUESTION:

Please indicate what, if any, alternatives FPL considered for participants who may no longer want to participate in the load control portion of the HVAC On-Bill Pilot program for the entire 10-, 12-, or 15-year agreement terms. As part of this response, please explain why each of these alternatives were dismissed.

RESPONSE:

HVAC On-Bill is a new offering under FPL's On Call load control program. As such, participation in the load control portion of the program is a fundamental requirement for the program. FPL recognizes, however, that participating customers may desire, for a variety of reasons, to discontinue participation during the HVAC Services Agreement term. To accommodate these situations, FPL has included an early termination provision in the agreement. This allows a customer who no longer wants to participate in any aspect of the program a means of termination at any time during the term of the services agreement.

QUESTION:

Please indicate if FPL considered aligning the HVAC On-Bill Pilot program with its Residential HVAC Program instead of its Residential On-Call to avoid the requirement that participants participate in a load control program long-term. If so, please explain why FPL opted against this option.

RESPONSE:

The HVAC On-Bill offering is part of FPL's long-standing load management program, Residential On Call. This new option for Residential On Call would enable FPL to reduce demand, consistent with FEECA.

Aligning the program with FPL's HVAC rebate program without requiring participation in load control would prevent FPL from achieving the fundamental objective of increasing the controllable resource on the electric grid.

The HVAC On-Bill option provides participants an opportunity to install a new HVAC unit when they might otherwise opt to operate and repair older, less efficient HVAC equipment due to the high upfront cost of acquiring a new HVAC unit. Through this program design, if the participant chooses a qualifying high-efficiency HVAC system they would also receive the rebate associated with FPL's Residential HVAC program. This approach provides maximum flexibility for a participant all while ensuring FPL's general body of customers benefits from avoided capacity cost savings through the program's ability to control the participant's HVAC unit. The HVAC On-Bill option would not limit a customer from also participating in the Residential HVAC Program at the customer's discretion.

**Florida Power & Light Company
Docket No. 20250048-EG
Staff's First Set of Data Requests
Request No. 12
Page 1 of 1**

QUESTION:

Please refer to Attachment 2, Optional HVAC Services Rider. Regarding the Monthly Service Payment section, please explain what effect limiting the provision of the monthly credit amounts to option (ii), utilizing the monthly credit to offset the monthly program fees, would have on the monthly service charge. As part of this response, please explain if FPL would be amenable to revising this section of the rider and any other associated HVAC On-Bill Pilot program parameters to reflect this limitation, and further align the program with FPL's Residential On-Call program and if not, please explain why.

RESPONSE:

Limiting the monthly credit provision to only option (ii) would have no impact to the monetary value of the credit. However, FPL intentionally designed the current structure, which provides options for how participating customers can receive their credits, to offer flexibility. FPL believes in providing participating customers multiple options whenever feasible, so they can select what works best for their own individual circumstances. As such, FPL remains committed to offering both of these options (i) up-front credit and (ii) monthly credits.

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QUESTION:

Please provide redline versions of FPL's HVAC On-Bill program Optional HVAC Services Agreement, Optional HVAC Services Rider, and Statement of Work documents provided in Docket No. 20240012-EG reflecting all changes, if any, following that proceeding. As part of this response, please also provide a clean version of the Statement of Work document, and an example version including estimated values for a typical residential customer.

RESPONSE:

A comparison of the draft Optional HVAC Services Agreement and Optional HVAC Services Rider filed in Docket No. 20240012-EG (DSM Goals) with current versions of the same filed for approval in the present Docket is provided as Attachments 1 and 2, respectively. These documents are provided with changes marked in redline format. FPL is also providing a comparison of the illustrative versions of the Statement of Work (SOW) filed in the DSM Goals Docket and the current Docket for comparison as Attachment 3. A clean version of the illustrative SOW and the requested example version are provided as Attachments 4 and 5, respectively.

OPTIONAL HVAC SERVICES AGREEMENT

THIS Optional HVAC Services Agreement ("Agreement") is made and entered into this _____ day of _____, 20__ by and between _____, having a primary residence located at _____ (hereafter, the "Customer") and Florida Power & Light Company, a Florida corporation, having offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (hereafter "Company") (each a "Party" and collectively the "Parties"). The Service (as defined in the paragraph below) provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to the Optional HVAC Services Rider Rate Schedule, as approved or subsequently revised by the FPSC (hereafter the "Rider") and the Company's General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff"). In case of conflict between any provision of this Agreement and the Electric Tariff, this Agreement shall control. Capitalized terms not defined herein shall have the meaning set forth in the Electric Tariff.

WHEREAS, the Customer hereby applies to Company for receipt of service, as more specifically described in a Statement of Work ("SOW"), for the purpose of providing installation, maintenance and operating control (as described in the Company's Residential On Call Program) of HVAC equipment (collectively, the "Service") at the Customer residential property located at _____ (hereafter the "Residential Property"). Customer's participation in the Company's Residential On Call Program is a condition precedent to this Agreement.

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. **Effective Date.** This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below, which, together with the Electric Tariff and the SOW, shall constitute the entire agreement between the Customer and Company with respect to provision of the Service.
2. **Term of Agreement.** The term of this Agreement will commence on the Effective Date and will continue for a term of [10, 12, or 15] years following the Residential Operation Date as defined in Section 4(a) below (the "Term").
3. **Scope of Services.** Company, through its authorized contractors, will design, procure, install, own, operate, and provide maintenance to all HVAC equipment ("Equipment") to furnish the Service as more specifically described in the SOW. Customer acknowledges and agrees that (i) the Equipment will be removable and will not be a fixture or otherwise part of the Residential Property, (ii) Company will own the Equipment, and (iii) Customer has no ownership interest in the Equipment. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not a lease of the Equipment by Company to Customer.
4. **Design and Installation.** Company, through its authorized contractors, will design, procure, and install the Equipment pursuant to the requirements of the SOW.
 - (a) **Residential Operation.** Upon completion of the installation of the applicable Equipment in accordance with the requirements of the SOW, Company shall deliver to Customer a notice that the Equipment is ready for operation, with the date of such notice being the "Residential Operation Date".
 - (b) **Commencement of Monthly Service Payment Upon Residential Operation Date.** Customer's obligation to pay the applicable Customer's monthly Service payment, plus applicable taxes due from Customer pursuant to Section 6 (Customer Payments), shall begin on the Residential Operation Date and shall be due and payable by Customer pursuant to the Company's General Rules and Regulations for Electric Service.
5. **Equipment Maintenance; Alterations.** During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. Company shall inspect and repair Equipment that is not properly operating within the timelines agreed upon in the SOW. Company will invoice Customer for repairs that are the Customer's financial responsibility under

Section 12(c), due and payable by Customer within thirty (30) days of the date of such invoice. The Customer shall not move, modify, remove, adjust, alter, or change in any material way the Equipment, or any part thereof, during the term of the Agreement, except in the event of an occurrence reasonably deemed by the Customer or Company to constitute a bona fide emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. In the event of a breach of this Section 5 by Customer, Company may, at its option and sole discretion, restore Equipment to its original condition at Customer's sole cost and expense.

6. Customer Payments.

- (a) Fees. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Applicable taxes will also be included in or added to the Monthly Service Payment.
- (b) Late Payment. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5.00 or 1.5% applied to any past due unpaid balance of all accounts. Further, if the Customer fails to make any undisputed payment owed the Company hereunder within five (5) business days of receiving written notice from the Company that such payment is past due, Company may cease to supply Service under this Agreement until the Customer has paid the bills due. It is understood, however, that discontinuance of Service pursuant to the preceding sentence shall not constitute a breach of this Agreement by Company, nor shall it relieve the Customer of the obligation to comply with all payment obligations under this Agreement.
- (c) HVAC Services Credits. At the request of the Customer, Company may at its discretion either (i) apply the net present value of the monthly credits available under the Company's Residential On Call Program for the Equipment as (a) a credit against the initial monthly fees of this Agreement, or (b) an up-front credit, or (ii) utilize the monthly credits available under the Company's Residential On Call Program as an offset against the monthly fees of this Agreement. The application of the credits will be reflected in the applicable SOW.

7. **Customer Credit Requirements.** In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond, or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in Sheet No. 9.440 of the Company's Electric Tariff for the surety bond and Sheet Nos. 9.430 and 9.435 of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to Section 13(a), for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refunded, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.
8. **Right of Access.** Customer hereby grants Company an access easement on the Residential Property sufficient to allow Company, in Company's sole discretion, to (i) laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment; or (iii) provide any other service contemplated or necessary to perform under this Agreement. Furthermore, if any event creates an imminent risk of damage or injury to the Equipment, any person or person's property, Customer grants Company immediate unlimited access to the Residential Property to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access").
9. **Company Interruption, Operation and Testing of Equipment.** The Company shall have the right to interrupt the operation of the Equipment pursuant to the Company's Residential On Call Program. The Company shall also have the right to manually and/or remotely control the Equipment for purposes of fulfilling its obligations under this Agreement.

10. **Customer Responsibilities.** Company shall be entitled to rely on the accuracy and completeness of any information provided by the Customer related to the Residential Property. The Customer shall be obligated, at its sole expense, to keep the Residential Property free and clear of anything that may (i) impair the maintenance or removal of Equipment, (ii) impair the Company's operation of the Equipment pursuant to Section 9, or (iii) cause damage to the Equipment.
11. **Permits and Regulatory Requirements.** Company shall be responsible for obtaining and for compliance with any license or permit required to enable it to provide the Service. Customer agrees to cooperate with Company and to assist Company in obtaining and closing any required permit.
12. **Title and Risk of Loss.**
- (a) **Title.** The Customer agrees that Equipment installed at the Residential Property is and will remain the sole property of Company unless and until such time as the Customer satisfies its obligations under the Agreement through the end of its term or exercises any purchase option set forth in the Agreement and pays such applicable purchase price to Company. Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service. Any modifications, upgrades, alterations, additions to the Equipment, or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this Section 12(a). The Parties agree that the Equipment is personal property of Company and not a fixture to the Residential Property and shall retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more precautionary UCC financing statements or fixture filings, as applicable, in such jurisdictions as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Residential Property.
- (b) **Liens.** Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Residential Property.
- (c) **Risk of Loss to Equipment (Customer Responsibility).** **CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE RESIDENTIAL PROPERTY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTIOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO PAY COMPANY FOR SUCH DAMAGES TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY SECTION 18(b) OR UNDER ANY OTHER AVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY A "CUSTOMER CASUALTY").** Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company. **(COLLECTIVELY A "CUSTOMER CASUALTY").**
- (d) **Risk of Loss to Equipment-(Company Responsibility).** In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged or has such a severe failure that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) mutually agree with Customer to replace the Equipment and (a) adjust the Monthly Service Payments to reflect the new in- place cost of the Equipment less the in-place cost of the replaced Equipment and/or (b) extend the Term of the Agreement to enable Company to recover the capital cost of the replacement Equipment.

For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. In the event the Equipment is damaged and is a Customer Casualty, the Company will repair or replace the Equipment at Customer's cost, or, in the event that Equipment is so severely damaged or has such a severe failure that substantial replacement is necessary, the Company may terminate this Agreement for its convenience upon written notice to Customer and Customer shall be responsible for paying the Termination Fee as more fully described in Section 13(a).

13. Expiration or Termination of Agreement.

- (a) **Early Termination for Convenience by Customer.** Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least ninety (90) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to (i) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (ii) any unrecovered maintenance costs expended by Company prior to the effective date of termination, plus (iii) the unrecovered capital costs of the Equipment (including the recovery of the amount Customer would have paid had Company not levelized the Monthly Service Payments during the Term) less any salvage value of Equipment removed by Company, plus (iv) any removal cost of any Equipment, plus (v) any advance payment of HVAC Services Credits by Company to Customer under the Company's Residential On Call Program, ~~minus~~ plus (vi) the cost of removal of the Fixture Filing (as defined in Section 20), minus ~~(vii)~~ any payment security amounts recovered by the Company under Section 7 (Customer Credit Requirements). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Company will invoice Customer the Termination Fee, due and payable by Customer within thirty (30) days of the date of such invoice. Company's invoice may include an estimated salvage value of Equipment removed by Company. Company retains the right to invoice Customer based upon actual salvage value within one-hundred eighty (180) days of the date of Company's removal of Equipment. In lieu of the credit for any salvage value of the Equipment pursuant to subsection (iii) above or the charge for removal costs pursuant to subsection (iv) above, Customer may elect to take title to the Equipment upon full payment of the balance of the Termination Fee plus any applicable taxes.
- (b) **Early Termination by Company for Convenience or by Company Due to Change in Law.** The Company has the right to terminate this Agreement for its convenience upon written notice to Customer at least ninety (90) days prior to the effective date of termination, or, in whole or in part, immediately upon written notice to Customer as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon a termination for convenience by Company pursuant to this Section 13(b), Customer must choose to either: (i) Purchase the Equipment upon payment of the Termination Fee as defined in Section 13(a) plus applicable taxes, but not including a credit for any salvage value of the Equipment or charge for removal costs; or (ii) Request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

If Customer and Company cannot reach agreement as to the transfer price of the Equipment within ninety (90) days of Company's notice of termination for convenience, Customer shall be deemed to have elected the request for Company to remove the Equipment. Notwithstanding anything to the contrary above, upon FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service, Company will use commercially reasonable efforts to assign its rights and obligations under this Agreement to a third party pursuant to Section 20.

- (c) **Early Termination of Agreement for Cause.** In addition to any other termination rights expressly set forth in this Agreement, Company and Customer, as applicable, may terminate this Agreement for cause upon any of the following events of default (each an "Event of Default"): (i) Customer fails to timely pay the Monthly Service Payment and fails to cure such deficiency within five (5) business days of written notice from the Company; (ii) Company materially breaches its obligations under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Customer; (iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) Subject to Section 20, Customer sells, transfers or otherwise disposes of the Residential Property; (v) Customer enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes as assignment for the benefit of creditors; (vi) any representation or warranty made by Customer or otherwise furnished to Company in connection with the Agreement shall prove at any time to have been untrue or misleading in any material respect; (vii) Customer removes or allows a third party to remove, any portion of the Equipment from the Residential Property; or (viii) Customer discontinues its participation in the Company's Residential On Call Program.
- i. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment, and Customer shall be responsible for paying the Termination Fee as more fully described in Section 13(a). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Residential Property (who has not assumed the Agreement pursuant to Section 20) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.
 - ii. Upon a termination for cause by Customer, Customer must choose to either (i) pursue the purchase option pursuant to Section 13(e), or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.
- (d) **Expiration of Agreement.** At least ninety (90) days prior to the end of the Term, Customer shall provide Company with written notice of an election of one of the three following options: (i) to take title of the Equipment if Customer has made all payments required under this Agreement (ii) to renew the Term of this Agreement, subject to modifications to be agreed to by Company and the Customer, for a period and price to be agreed upon between Company and the Customer,; (iii) to purchase the Equipment by payment of the purchase option price set forth in Section 13(e) if Customer has not made all payments required in the Agreement, or (iv) to request that Company remove the Equipment and for Customer to pay Company the Termination Fee.

In the event that Customer fails to make a timely election, Customer shall be deemed to have elected the request for Company to remove the Equipment and for Customer to pay the Termination Fee. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If options (i) or (ii) is selected by Customer but the Parties have failed to reach agreement as to the terms of the applicable option by the expiration of the then current Term, the Agreement will auto-renew on a month-to-month basis until (A) the date on which the Parties reach agreement and finalize the option, or (B) the date Customer provides written notice to Company to change its election to option (iii) above.

- (e) **Customer Purchase Option.** Pursuant to a purchase option under Section 13(c), Section 13(d), or Section 20, the Customer may elect to purchase and take title to the Equipment upon payment of the Termination Fee as defined in Section 13(a) plus applicable taxes but not including a credit for any salvage value of the Equipment or charge for removal costs. Company will invoice Customer the purchase option price within thirty (30) days of Customer's election of the purchase option, due and payable by Customer within thirty (30) days of the date of such invoice.

14. Warranty and Representations.

- (a) Company's Disclaimer of Express and/or Implied Warranties. **CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE COMPANY'S OBLIGATIONS, SERVICES AND/OR THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF CUSTOM OR USAGE. CUSTOMER FURTHER ACKNOWLEDGES IN NO EVENT DOES COMPANY WARRANT AND/OR GUARANTY TO THE CUSTOMER THAT THE ELECTRICAL SERVICES TO THE RESIDENTIAL PROPERTY WILL BE UNINTERRUPTED OR THAT THE INSTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.**
- (b) Customer Representations and Warranties. The Customer represents and warrants that (i) the Residential Property at which Company's Equipment is to be located is suitable for the location of such Equipment; (ii) the placing of such Equipment at such Residential Property will comply with all laws, rules, regulations, ordinances, zoning requirements, or any other federal, state, and local governmental requirements applicable to Customer; (iii) all information provided by the Customer related to the Residential Property is accurate and complete; and (iv) Customer holds sole and exclusive title to the Residential Property or has the sole and exclusive right of possession of the Residential Property for the Term.

15. LIMITATIONS OF LIABILITY.

- (a) **IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, ~~OR FLUCTUATION IN VOLTAGE~~, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.**

(b) **SUBJECT TO SECTION 15(c), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT, OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES, OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.**

(c) **THE LIMITATIONS OF LIABILITY UNDER SECTION 15(a) AND SECTION 15(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 18(c). Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in Section 15.**

Agreed and accepted by Customer: _____ (Initials)

16. **Force Majeure.** Force Majeure is defined as an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the affected Party or its contractors or suppliers. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions and fires not originating in the Residential Property or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes or difficulties (not caused by the failure of the affected Party to comply with the terms of a collective bargaining agreement). If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 16 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majeure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.
17. **Confidentiality.** "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic, or visual) and whether prepared by Company or otherwise, which is disclosed to Customer. Confidential Information shall not be used for any purpose other than for purposes of this Agreement and shall not be disclosed without the prior written consent of Company.
18. **Insurance and Indemnity.**
- (a) Insurance to Be Maintained by the Company. At any time that the Company is performing Services under this Agreement at the Customer Residential Property, the Company shall, maintain, at its sole cost and expense, liability insurance as required by law, including workers' compensation insurance mandated by the applicable laws of the State of Florida. Company may meet the above required insurance coverage with any combination of primary, excess, or self-insurance.
 - (b) Insurance to Be Maintained by the Customer. During and throughout the Term of this Agreement and until all amounts payable to the Company pursuant to this Agreement are paid in full, the Customer shall maintain a homeowner's ~~property~~ insurance policy ~~that provides coverage of the Equipment~~, with minimum ~~limits equal to the value of the Residential Property and homeowner's liability~~ insurance ~~policy with minimum limits coverage~~ of Three Hundred Thousand (\$300,000.00) Dollars.

- (c) Indemnity. The Customer shall indemnify, hold harmless, and defend Company from and against any and all liability, proceedings, suits, cost, or expense for loss, damage, or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence, or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.
19. Non-Waiver. The failure of either Party to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.
20. Assignment. Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated, or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property. In the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement including Section 7 (Customer Credit Requirements), the Customer has the option to purchase the Equipment pursuant to Section 13(e), or this Agreement may be assigned by the Customer to the purchaser if such obligations have been assumed by the purchaser and agreed to by the Customer and the Company in writing. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and Company. This Agreement is free of any restrictions that would prevent the Customer from freely transferring the Residential Property. Company will not prohibit the sale, conveyance, or refinancing of the Residential Property. Company may choose to file in the real estate records one or more precautionary UCC financing statements or fixture filings (collectively "Fixture Filing") that preserves their rights in the Equipment. The Fixture Filing is intended only to give notice of its rights relating to the Equipment and is not a lien or encumbrance against the Residential Property. Company shall explain the Fixture Filing to any subsequent purchasers of the Residential Property and any related lenders as requested. ~~Company shall also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing, or refinancing of the Residential Property.~~ Company may assign its rights and obligations under this Agreement as allowed by applicable law upon written notice to Customer.
21. Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file any formal proceedings against the other Party related to any dispute under this Agreement for at least forty-five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the Parties to this Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.
22. Modification. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification, or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.

23. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
24. **Survival.** The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination or expiration of this Agreement and/or completion of the Service.
25. **Notices.** All notices, demands, offers, or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand- delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement and with respect to Company, sent to the attention of HVAC Services Program Administrator. Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.
26. **Further Assurances.** Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.
27. **Entire Agreement.** The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements, representations, warranties, promises or understandings between the Parties, whether oral, written, or implied, regarding the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

Customer

Florida Power & Light Company

By: _____
(Signature)

By: _____
(Signature of Authorized Representative)

(Print or Type Name)

(Print or Type Name)

Date: _____

Title: _____

Date: _____

Customer

By: _____
(Signature)

(Print or Type Name)

Date: _____

FLORIDA POWER & LIGHT COMPANY

HVAC SERVICES RIDER (OPTIONAL)

RATE SCHEDULE: HVAC

AVAILABLE:

In all areas served.

This optional rider ("Rider") is available on a voluntary basis to Customers who desire (1) the installation of Company owned, operated, and maintained HVAC equipment ("Equipment") that meets current energy efficiency codes and standards at the time of installation and (2) the receipt of billing credits for interruptible service consistent with this Rider and the Company's Residential On Call tariff (Tariff Nos. 8.217-8.218). The Rider is available to individually metered customers in owner-occupied residences receiving electric service under a rate schedule, ~~whether owner-occupied or leased~~, where the customer's account is current and not on an active installment payment plan. To participate in the program, the property owner, must sign the Optional HVAC Services Agreement. Unless otherwise noted, terms of the Company's Residential On Call Program that apply to the HVAC Services Rider apply to participants of this Rider.

APPLICATION:

Service is provided through the installation of Equipment by the Company at the Customer's premise, the purpose of which is to meet the Customer's requested scope of service. To meet the service need identified by the Customer, the Company will conduct an evaluation of Customer requirements and of potential solutions. The Company and the Customer may thereafter execute a Residential HVAC Services Agreement ("Agreement") using the form of agreement approved by the Commission, which must include a description of the Equipment to be installed, the service to be performed, and the monthly charge for the service. Upon receipt of the proposed Agreement from Company, the Customer shall have no more than seven (7) days to execute the Agreement. After seven (7) days, the proposed Agreement shall be considered expired, unless extended in writing by the Company.

LIMITATION OF SERVICE:

Installation of the Equipment shall be made only when, in the judgment of the Company, the location and the type of the Equipment are, and will continue to be economical, accessible, and viable. Service shall be limited to Customers with no delinquent balances with the Company. The Company will own, operate, and maintain the Equipment for the term of the Agreement subject to the terms of the Agreement.

Services shall be limited to provision through new Equipment. By participation in this Rider, Customer agrees to allow the Company to interrupt Equipment as outlined in the Interruption Schedule of the Residential On Call Program and receive a credit for such authorization as described in the Monthly ServicesService Payment section below.

TERM OF SERVICE:

The term of service will be specific to each HVAC Services Agreement.

MONTHLY SERVICE PAYMENT:

The Company will design, procure, install, own, operate, and ~~provide maintenance to maintain~~ all Equipment included in the determination of the Monthly Service Payment. The Monthly Service Payment under this Rider is in addition to the monthly billing determined under the Customer's otherwise applicable rate schedule and any other applicable charges, and shall be calculated based on the following formula:

Monthly Service Payment = Capital Cost + Expenses

FLORIDA POWER & LIGHT COMPANY

In the reasonable discretion of Company, Company may (i) apply the net present value of the monthly credits available under the Company's Residential On Call Program for the Equipment as (a) a credit against the initial monthly fees of this program, or (b) an up-front credit, or (ii) utilize the monthly HVAC Services Rider credit available under the Company's Residential On Call Program as an offset against the monthly fees of this program.

WHERE:

Capital Cost shall be levelized over the term of service based upon the estimated installed cost of Equipment times a carrying cost. The carrying cost is the cost of capital, reflecting current capital structure and most recent FPSC-approved return on common equity.

Replacement cost(s) from normal wear and tear incurred during the term of Service will also be included. Any equipment installed by the Company that is not necessary to support the Equipment shall not be included in the Monthly Service Payment.

The Monthly Service Payment(s) may be adjusted, by agreement of both the Customer and the Company, to reflect the Customer's request for modifications to the Service and Equipment specified in the HVAC Services Agreement. Modifications include, but are not limited to, Equipment modifications necessitated by changes in the character of service required by the Customer, requests by the Customer for supplemental Equipment or services, or changes or increases in the Customer's facilities which will materially affect the operation of the Company's Equipment.

PROVISIONS FOR EARLY TERMINATION:

Customer has the right to terminate the Agreement for its convenience upon written notice to the Company at least ninety (90) days prior notice. Termination fees will be assessed in accordance with the HVAC Services Agreement.

RULES AND REGULATIONS:

Service under this Rider is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this Rider and said, "General Rules and Regulations for Electric Service", the provision of this Rider shall apply.

This Statement of Work ("SOW"), effective on the date last signed below ("Effective Date"), is made subject to and will be governed by the HVAC Services Agreement ("HVAC Services Agreement") by and between _____ (hereinafter, the "Customer") and Florida Power & Light Company (hereinafter "Company") (each a "Party" and collectively the "Parties") effective ~~as of the date last signed below~~ ("collectively, the" Agreement"). Capitalized terms not otherwise defined herein have the definitions given to them in the Agreement. Company and Customer are collectively referred to as the "**Parties**" and individually referred to as a "**Party**".

1. Scope and Specifications of HVAC System

«Description_of_HVAV_System»

The above hereafter referred to as the "**HVAC System**".

2. Installation of HVAC System

Company shall be responsible for the removal of the current HVAC system, if applicable, and standard installation of the new HVAC System. Standard installation does not include: any upgrade to meet any code, law, regulation, or ordinance; exhaust venting, condenser slab, refrigerant lines more than four (4) ~~feet, and feet and feet and~~ electrical service conduit or wire past the disconnect; or costs associated with making space suitable for installation when the replacement unit does not fit in the existing space. Standard installation may include an update to existing duct work only as necessary for operational needs of the HVAC System.

3. System Repair

During the Service Term (as defined below) and at its expense, Company shall repair the HVAC System as necessary due to failure caused by normal wear and tear. Company's repair responsibilities under this Section do not include any repair or adjustments to the HVAC System necessitated by a Customer Casualty as defined in and governed by Section 12(c) of the HVAC Services Agreement. Customer shall notify Company of any required repair of the HVAC System within five (5) days of its actual knowledge thereof. If such repair is necessary due to failure caused by normal wear and tear, Company shall commence repair within five (5) business days of its receipt of written notice from the Customer and complete such repair within a commercially reasonable period of time. If such repair is necessary due to a Customer Casualty as defined in Section 12(c) of the HVAC Services Agreement, Customer and Company will have the obligations as set forth in Section 12(c). All replacements of and alterations or additions to the HVAC System shall become part of the HVAC System. The Customer shall not move, modify, remove, adjust, alter, or change in any material way the HVAC System, or any part thereof, during the term of the Agreement, without prior written direction or approval by Company, except in the event of an occurrence reasonably deemed by the Customer or Company to constitute a bona fide emergency. CUSTOMER ACKNOWLEDGES SOLE RESPONSIBILITY FOR THE SAFETY OF THE SERVICE LOCATION AND ACKNOWLEDGES THAT COMPANY NEITHER HAS, NOR ASSUMES, ANY OBLIGATION TO ENSURE THE SERVICE LOCATION'S SAFETY.

~~3.4.~~ Additional Post-Installation Deliverables

Subject to Customer's payment obligations of Service Fees, Company ~~(i) will provide one tune-up annually, (ii) will ups and deliver four (4) basic HVAC air filters to at the Service Location annually, and (iii) will provide a smart thermostat minimum frequency required by the manufacturer~~

~~4.5.~~ Term

The term of the Agreement shall commence upon the SOW Effective Date and shall continue in effect for a period of ~~ten (10), 12, or 15~~ years from the Service Term Commencement Date ("~~Initial~~ Service Term").

5. Service Fees

«Monthly_Payment» per month ~~for the Term, payable to Company [subject to Company's receipt of a down payment in the amount of \$X,XXX], on your Company electric utility bill for the Term.~~

6. Customer Responsibilities

The Customer shall:

- (i) Be liable and responsible for all energy costs related to operation of the HVAC System both during and after installation.
- (ii) Ensure that no combustible, hazardous, or flammable materials are stored near the HVAC System.
- (iii) Inspect the area around the HVAC System on a regular basis for any sign of fluid leakage or other obstructions to the normal operation of the HVAC System.
- (iv) NOT permit anyone who has NOT been authorized by Company to service, repair, modify, alter, adjust, move, or disconnect the HVAC System.
- (v) Install all HVAC air filters delivered by Company to Customer once every three (3) months.
- (vi) Ensure that drain lines have been cleaned and maintained before and after HVAC System installation.
- (vii) Comply with Company's requests to ensure proper permitting and job close out requirements are met.
- (viii) Ensure that ~~the any provided~~ smart thermostat is connected to the Customer's WiFi network and update connectivity credentials as needed.

By signing below, Customer represents that the residence located at the Service Location set forth above (i) is used primarily as a residence ~~by Customer~~, (ii) is legally and solely owned by Customer, (iii) is permanently affixed to the underlying real property owned

by Customer, and (iv) is taxed by the applicable taxing authority as real property and not personal property. [By signing below Customer represents that it has reviewed and understands the summary of material terms of the Agreement attached hereto as Exhibit 2.](#)

IN WITNESS WHEREOF, the Parties have executed this SOW as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY

«CUSTOMER_NAME»

By: _____

Name: _____

(Signature)

Title: _____

Date: «Contract Date»

Date: _____

EXHIBIT 1
FINAL ACCEPTANCE CERTIFICATE

Florida Power & Light Company		Customer	
Address:	700 Universe Blvd., Juno Beach, FL 33408	Customer Name:	«Customer_Name»
Telephone:	«Phone_Number_Work»	Address/Service Location:	«Customer_Site_Address»
Subcontractor:	«Subcontractor_Name»	Home Telephone:	«Phone_Number_Home»

This Final Acceptance Certificate ("**FAC**"), effective on the date signed below ("**Effective Date**") is being provided by Customer to Subcontractor pursuant to that certain Statement of Work effective «Contract_Date» ("**SOW**"), between Customer and Florida Power & Light Company ("**Company**") as governed by the HVAC Services Agreement between the Parties (collectively, the "**Agreement**"). Initial capitalized words used herein but not defined shall have the meaning ascribed to such words in the Agreement.

Customer certifies as of the Effective Date that Company, through the installation activities of Subcontractor, has achieved final completion of the HVAC System specified in this FAC and as required pursuant to the SOW, all in strict accordance with the Agreement.

HVAC System Description:

«Description_of_HVAC_System_and_Equipment»

Air Handler Model #: _____

Condenser Model #: _____

Air Handler Serial #: _____

Condenser Serial #: _____

~~Smart~~-Thermostat Brand: _____

~~Smart~~-Thermostat Model #: _____

~~Smart~~-Thermostat Serial #: _____

~~Smart~~-Thermostat MAC ID#: _____

This FAC and the certifications of Customer set forth herein may be relied on by Company, Subcontractor and by any assignee of Company providing financing to Company related to Customer's payment obligations under the Agreement. Any assignee of Company shall be entitled to the rights, but not the obligations, of Company under this FAC.

This FAC is being provided by Customer to Subcontractor, acknowledging final acceptance of the HVAC System specified in this FAC. Customer has examined and carefully studied all of this FAC, including the Terms and Conditions and the SOW.

IN WITNESS WHEREOF, the Customer has executed this FAC, effective as of the Effective Date.

«CUSTOMER_NAME»

Signature _____

Date Signed _____

EXHIBIT 2
SUMMARY OF MATERIAL TERMS OF AGREEMENT

PAYMENT TERMS

By entering into the Agreement, you are agreeing to pay «Monthly Payment» per month on your Florida Power & Light Company electric utility bill for the [10, 12, or 15] years Term as set forth in Section 5 of the SOW.

DISCONNECTION OF ELECTRICAL SERVICE

AS AUTHORIZED BY THE FLORIDA PUBLIC SERVICE COMMISSION RULE 25-6.105 (REFUSAL OR DISCONTINUANCE OF SERVICE BY UTILITY), IN THE EVENT OF A PAYMENT DEFAULT OF YOUR FPL ELECTRIC UTILITY BILL (INCLUDING THE ABOVE REFERENCED REQUIRED PAYMENTS UNDER THIS AGREEMENT), FPL IS AUTHORIZED TO DISCONTINUE ELECTRICAL SERVICE TO YOUR RESIDENCE AFTER PROVIDING AT LEAST 5 WORKING DAYS WRITTEN NOTICE TO YOU IF THE PAYMENT DEFAULT IS NOT CURED PRIOR TO THE DISCONTINUANCE DATE.

EARLY TERMINATION

If you choose to terminate the Agreement without cause, you will be subject to the itemized Early Termination Fee as set forth in Section 13(a) of the HVAC Services Agreement, which payment will vary per the terms of that Section depending upon whether you choose to purchase the HVAC System or have it removed.

HVAC SYSTEM REPAIR

The timeline of Company's repair obligations of the HVAC System in the event of a System breakdown is set forth in Section 3 of the SOW that requires Company to commence repair within five (5) business days of its receipt of written notice from the Customer and complete such repair within a commercially reasonable period of time.

LIMITATION OF LIABILITY

COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS. COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT, OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT.

This Statement of Work ("SOW"), effective on the date last signed below ("Effective Date"), is made subject to and will be governed by the HVAC Services Agreement ("HVAC Services Agreement") by and between _____ (hereinafter, the "Customer") and Florida Power & Light Company (hereinafter "Company") (each a "Party" and collectively the "Parties") effective _____ (collectively, the "Agreement"). Capitalized terms not otherwise defined herein have the definitions given to them in the Agreement. Company and Customer are collectively referred to as the "**Parties**" and individually referred to as a "**Party**".

1. Scope and Specifications of HVAC System

«Description_of_HVAV_System»

The above hereafter referred to as the "**HVAC System**".

2. Installation of HVAC System

Company shall be responsible for the removal of the current HVAC system, if applicable, and standard installation of the new HVAC System. Standard installation does not include: any upgrade to meet any code, law, regulation, or ordinance; exhaust venting, condenser slab, refrigerant lines more than four (4) feet and electrical service conduit or wire past the disconnect; or costs associated with making space suitable for installation when the replacement unit does not fit in the existing space. Standard installation may include an update to existing duct work only as necessary for operational needs of the HVAC System.

3. System Repair

During the Service Term (as defined below) and at its expense, Company shall repair the HVAC System as necessary due to failure caused by normal wear and tear. Company's repair responsibilities under this Section do not include any repair or adjustments to the HVAC System necessitated by a Customer Casualty as defined in and governed by Section 12(c) of the HVAC Services Agreement. Customer shall notify Company of any required repair of the HVAC System within five (5) days of its actual knowledge thereof. If such repair is necessary due to failure caused by normal wear and tear, Company shall commence repair within five (5) business days of its receipt of written notice from the Customer and complete such repair within a commercially reasonable period of time. If such repair is necessary due to a Customer Casualty as defined in Section 12(c) of the HVAC Services Agreement, Customer and Company will have the obligations as set forth in Section 12(c). All replacements of and alterations or additions to the HVAC System shall become part of the HVAC System. The Customer shall not move, modify, remove, adjust, alter, or change in any material way the HVAC System, or any part thereof, during the term of the Agreement, without prior written direction or approval by Company, except in the event of an occurrence reasonably deemed by the Customer or Company to constitute a bona fide emergency. CUSTOMER ACKNOWLEDGES SOLE RESPONSIBILITY FOR THE SAFETY OF THE SERVICE LOCATION AND ACKNOWLEDGES THAT COMPANY NEITHER HAS, NOR ASSUMES, ANY OBLIGATION TO ENSURE THE SERVICE LOCATION'S SAFETY.

4. Additional Post-Installation Deliverables

Subject to Customer's payment obligations of Service Fees, Company will provide tune-ups and deliver HVAC filters at the minimum frequency required by the manufacturer

5. Term

The term of the Agreement shall commence upon the SOW Effective Date and shall continue in effect for a period of [10, 12, or 15] years from the Service Term Commencement Date ("Service Term").

5. Service Fees

«Monthly_Payment» per month on your Company electric utility bill for the Term.

6. Customer Responsibilities

The Customer shall:

- (i) Be liable and responsible for all energy costs related to operation of the HVAC System both during and after installation.
- (ii) Ensure that no combustible, hazardous, or flammable materials are stored near the HVAC System.
- (iii) Inspect the area around the HVAC System on a regular basis for any sign of fluid leakage or other obstructions to the normal operation of the HVAC System.
- (iv) NOT permit anyone who has NOT been authorized by Company to service, repair, modify, alter, adjust, move, or disconnect the HVAC System.
- (v) Install all HVAC air filters delivered by Company to Customer once every three (3) months.
- (vi) Ensure that drain lines have been cleaned and maintained before and after HVAC System installation.
- (vii) Comply with Company's requests to ensure proper permitting and job close out requirements are met.
- (viii) Ensure that any provided smart thermostat is connected to the Customer's WiFi network and update connectivity credentials as needed.

By signing below, Customer represents that the residence located at the Service Location set forth above (i) is used primarily as a residence, (ii) is legally and solely owned by Customer, (iii) is permanently affixed to the underlying real property owned by Customer, and (iv) is taxed by the applicable taxing authority as real property and not personal property. By signing below Customer represents that it has reviewed and understands the summary of material terms of the Agreement attached hereto as Exhibit 2.

IN WITNESS WHEREOF, the Parties have executed this SOW as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY

«CUSTOMER_NAME»

By: _____

Name: _____

(Signature)

Title: _____

Date: «Contract Date»

Date: _____

EXHIBIT 1
FINAL ACCEPTANCE CERTIFICATE

Florida Power & Light Company		Customer	
Address:	700 Universe Blvd., Juno Beach, FL 33408	Customer Name:	«Customer_Name»
Telephone:	«Phone_Number_Work»	Address/Service Location:	«Customer_Site_Address»
Subcontractor:	«Subcontractor_Name»	Home Telephone:	«Phone_Number_Home»

This Final Acceptance Certificate ("**FAC**"), effective on the date signed below ("**Effective Date**") is being provided by Customer to Subcontractor pursuant to that certain Statement of Work effective «Contract_Date» ("**SOW**"), between Customer and Florida Power & Light Company ("**Company**") as governed by the HVAC Services Agreement between the Parties (collectively, the "**Agreement**"). Initial capitalized words used herein but not defined shall have the meaning ascribed to such words in the Agreement.

Customer certifies as of the Effective Date that Company, through the installation activities of Subcontractor, has achieved final completion of the HVAC System specified in this FAC and as required pursuant to the SOW, all in strict accordance with the Agreement.

HVAC System Description:

«Description_of_HVAC_System_and_Equipment»

Air Handler Model #: _____

Condenser Model #: _____

Air Handler Serial #: _____

Condenser Serial #: _____

Thermostat Brand: _____

Thermostat Model #: _____

Thermostat Serial #: _____

This FAC and the certifications of Customer set forth herein may be relied on by Company, Subcontractor and by any assignee of Company providing financing to Company related to Customer's payment obligations under the Agreement. Any assignee of Company shall be entitled to the rights, but not the obligations, of Company under this FAC.

This FAC is being provided by Customer to Subcontractor, acknowledging final acceptance of the HVAC System specified in this FAC. Customer has examined and carefully studied all of this FAC, including the Terms and Conditions and the SOW.

IN WITNESS WHEREOF, the Customer has executed this FAC, effective as of the Effective Date.

«CUSTOMER_NAME»

Signature _____

Date Signed _____

EXHIBIT 2
SUMMARY OF MATERIAL TERMS OF AGREEMENT

PAYMENT TERMS

By entering into the Agreement, you are agreeing to pay «Monthly_Payment» per month on your Florida Power & Light Company electric utility bill for the [10, 12, or 15] years Term as set forth in Section 5 of the SOW.

DISCONNECTION OF ELECTRICAL SERVICE

AS AUTHORIZED BY THE FLORIDA PUBLIC SERVICE COMMISSION RULE 25-6.105 (REFUSAL OR DISCONTINUANCE OF SERVICE BY UTILITY), IN THE EVENT OF A PAYMENT DEFAULT OF YOUR FPL ELECTRIC UTILITY BILL (INCLUDING THE ABOVE REFERENCED REQUIRED PAYMENTS UNDER THIS AGREEMENT), FPL IS AUTHORIZED TO DISCONTINUE ELECTRICAL SERVICE TO YOUR RESIDENCE AFTER PROVIDING AT LEAST 5 WORKING DAYS WRITTEN NOTICE TO YOU IF THE PAYMENT DEFAULT IS NOT CURED PRIOR TO THE DISCONTINUANCE DATE.

EARLY TERMINATION

If you choose to terminate the Agreement without cause, you will be subject to the itemized Early Termination Fee as set forth in Section 13(a) of the HVAC Services Agreement, which payment will vary per the terms of that Section depending upon whether you choose to purchase the HVAC System or have it removed.

HVAC SYSTEM REPAIR

The timeline of Company's repair obligations of the HVAC System in the event of a System breakdown is set forth in Section 3 of the SOW that requires Company to commence repair within five (5) business days of its receipt of written notice from the Customer and complete such repair within a commercially reasonable period of time.

LIMITATION OF LIABILITY

COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS. COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT, OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT.

This Statement of Work ("SOW"), effective on the date last signed below ("Effective Date"), is made subject to and will be governed by the terms and conditions of the John Doe (hereinafter, the "Customer") and Florida Power & Light Company (hereinafter "Company") (each a "Party" and collectively the "Parties") effective 4/10/2025 (collectively, the "Agreement"). Capitalized terms not otherwise defined herein have the definitions given to them in the Agreement. Company and Customer are collectively referred to as the "**Parties**" and individually referred to as a "**Party**".

1. Scope and Specifications of HVAC System

18 Seer Inverter – 3 Ton – Heat Pump

The above hereafter referred to as the "**HVAC System**".

2. Installation of HVAC System

Company shall be responsible for the removal of the current HVAC system, if applicable, and standard installation of the new HVAC System. Standard installation does not include: any upgrade to meet any code, law, regulation, or ordinance; exhaust venting, condenser slab, refrigerant lines more than four (4) feet and electrical service conduit or wire past the disconnect; or costs associated with making space suitable for installation when the replacement unit does not fit in the existing space. Standard installation may include an update to existing duct work only as necessary for operational needs of the HVAC System.

3. System Repair

During the Service Term (as defined below) and at its expense, Company shall repair the HVAC System as necessary due to failure caused by normal wear and tear. Company's repair responsibilities under this Section do not include any repair or adjustments to the HVAC System necessitated by a Customer Casualty as defined in and governed by Section 12(c) of the HVAC Services Agreement. Customer shall notify Company of any required repair of the HVAC System within five (5) days of its actual knowledge thereof. If such repair is necessary due to failure caused by normal wear and tear, Company shall commence repair within five (5) business days of its receipt of written notice from the Customer and complete such repair within a commercially reasonable period of time. If such repair is necessary due to a Customer Casualty as defined in Section 12(c) of the HVAC Services Agreement, Customer and Company will have the obligations as set forth in Section 12(c). All replacements of and alterations or additions to the HVAC System shall become part of the HVAC System. The Customer shall not move, modify, remove, adjust, alter, or change in any material way the HVAC System, or any part thereof, during the term of the Agreement, without prior written direction or approval by Company, except in the event of an occurrence reasonably deemed by the Customer or Company to constitute a bona fide emergency. CUSTOMER ACKNOWLEDGES SOLE RESPONSIBILITY FOR THE SAFETY OF THE SERVICE LOCATION AND ACKNOWLEDGES THAT COMPANY NEITHER HAS, NOR ASSUMES, ANY OBLIGATION TO ENSURE THE SERVICE LOCATION'S SAFETY.

4. Additional Post-Installation Deliverables

Subject to Customer's payment obligations of Service Fees, Company will provide tune-ups and deliver HVAC filters at the minimum frequency required by the manufacturer

5. Term

The term of the Agreement shall commence upon the SOW Effective Date and shall continue in effect for a period of **10** years from the Service Term Commencement Date ("Service Term").

5. Service Fees

\$156.09 per month on your Company electric utility bill for the Term.

6. Customer Responsibilities

The Customer shall:

- (i) Be liable and responsible for all energy costs related to operation of the HVAC System both during and after installation.
- (ii) Ensure that no combustible, hazardous, or flammable materials are stored near the HVAC System.
- (iii) Inspect the area around the HVAC System on a regular basis for any sign of fluid leakage or other obstructions to the normal operation of the HVAC System.
- (iv) NOT permit anyone who has NOT been authorized by Company to service, repair, modify, alter, adjust, move, or disconnect the HVAC System.
- (v) Install all HVAC air filters delivered by Company to Customer once every three (3) months.
- (vi) Ensure that drain lines have been cleaned and maintained before and after HVAC System installation.
- (vii) Comply with Company's requests to ensure proper permitting and job close out requirements are met.
- (viii) Ensure that any provided smart thermostat is connected to the Customer's WiFi network and update connectivity credentials as needed.

By signing below, Customer represents that the residence located at the Service Location set forth above (i) is used primarily as a residence, (ii) is legally and solely owned by Customer, (iii) is permanently affixed to the underlying real property owned by Customer, and (iv) is taxed by the applicable taxing authority as real property and not personal property. By signing below Customer represents that it has reviewed and understands the summary of material terms of the Agreement attached hereto as Exhibit 2.

IN WITNESS WHEREOF, the Parties have executed this SOW as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY

JOHN DOE

By: _____

Name: _____

(Signature)

Title: _____

Date: 4/10/2025

Date: _____

EXHIBIT 1
FINAL ACCEPTANCE CERTIFICATE

Florida Power & Light Company		Customer	
Address:	700 Universe Blvd., Juno Beach, FL 33408	Customer Name:	John Doe
Telephone:	561-333-4444	Address/Service Location:	345 Cave Stone Road Jupiter, FL 33458
Subcontractor:	ABC HVAC Company	Home Telephone:	561-111-2222

This Final Acceptance Certificate ("**FAC**"), effective on the date signed below ("**Effective Date**") is being provided by Customer to Subcontractor pursuant to that certain Statement of Work effective **4/10/2025** ("**SOW**"), between Customer and Florida Power & Light Company ("**Company**") as governed by the HVAC Services Agreement between the Parties (collectively, the "**Agreement**"). Initial capitalized words used herein but not defined shall have the meaning ascribed to such words in the Agreement.

Customer certifies as of the Effective Date that Company, through the installation activities of Subcontractor, has achieved final completion of the HVAC System specified in this FAC and as required pursuant to the SOW, all in strict accordance with the Agreement.

HVAC System Description:

18 Seer Inverter – 3 Ton – Heat Pump

Air Handler Model #: _____	Condenser Model #: _____
Air Handler Serial #: _____	Condenser Serial #: _____
Thermostat Brand: _____	Thermostat Model #: _____
Thermostat Serial #: _____	

This FAC and the certifications of Customer set forth herein may be relied on by Company, Subcontractor and by any assignee of Company providing financing to Company related to Customer's payment obligations under the Agreement. Any assignee of Company shall be entitled to the rights, but not the obligations, of Company under this FAC.

This FAC is being provided by Customer to Subcontractor, acknowledging final acceptance of the HVAC System specified in this FAC. Customer has examined and carefully studied all of this FAC, including the Terms and Conditions and the SOW.

IN WITNESS WHEREOF, the Customer has executed this FAC, effective as of the Effective Date.

FRED FLINTSTONE

Signature _____

Date Signed _____

EXHIBIT 2
SUMMARY OF MATERIAL TERMS OF AGREEMENT

PAYMENT TERMS

By entering into the Agreement, you are agreeing to pay **\$156.09** per month on your Florida Power & Light Company electric utility bill for the **10** years Term as set forth in Section 5 of the SOW.

DISCONNECTION OF ELECTRICAL SERVICE

AS AUTHORIZED BY THE FLORIDA PUBLIC SERVICE COMMISSION RULE 25-6.105 (REFUSAL OR DISCONTINUANCE OF SERVICE BY UTILITY), IN THE EVENT OF A PAYMENT DEFAULT OF YOUR FPL ELECTRIC UTILITY BILL (INCLUDING THE ABOVE REFERENCED REQUIRED PAYMENTS UNDER THIS AGREEMENT), FPL IS AUTHORIZED TO DISCONTINUE ELECTRICAL SERVICE TO YOUR RESIDENCE AFTER PROVIDING AT LEAST 5 WORKING DAYS WRITTEN NOTICE TO YOU IF THE PAYMENT DEFAULT IS NOT CURED PRIOR TO THE DISCONTINUANCE DATE.

EARLY TERMINATION

If you choose to terminate the Agreement without cause, you will be subject to the itemized Early Termination Fee as set forth in Section 13(a) of the HVAC Services Agreement, which payment will vary per the terms of that Section depending upon whether you choose to purchase the HVAC System or have it removed.

HVAC SYSTEM REPAIR

The timeline of Company's repair obligations of the HVAC System in the event of a System breakdown is set forth in Section 3 of the SOW that requires Company to commence repair within five (5) business days of its receipt of written notice from the Customer and complete such repair within a commercially reasonable period of time.

LIMITATION OF LIABILITY

COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS. COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT, OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT.

Florida Power & Light Company
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Staff's First Set of Data Requests
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QUESTION:

For the HVAC Service Agreement, Section 6(c), HVAC Service Credits. Please provide the net present value (NPV) of the HVAC Services Credits for each contract term (10, 12, and 15 years) if option (i) is selected, as well as the nominal and NPV values if option (ii) was selected.

RESPONSE:

Please see table below.

Discount Factor	Contract Year	10 Yr. Life	12 Yr. Life	15 Yr. Life
0.925	1	\$55.75	\$55.75	\$55.75
0.856	2	\$55.75	\$55.75	\$55.75
0.792	3	\$55.75	\$55.75	\$55.75
0.732	4	\$55.75	\$55.75	\$55.75
0.677	5	\$55.75	\$55.75	\$55.75
0.627	6	\$55.75	\$55.75	\$55.75
0.580	7	\$55.75	\$55.75	\$55.75
0.536	8	\$55.75	\$55.75	\$55.75
0.496	9	\$55.75	\$55.75	\$55.75
0.459	10	\$55.75	\$55.75	\$55.75
0.425	11	-	\$55.75	\$55.75
0.393	12	-	\$55.75	\$55.75
0.363	13	-	-	\$55.75
0.336	14	-	-	\$55.75
0.311	15	-	-	\$55.75
Nominal		\$557.50	\$669.00	\$836.25
NPV		\$372.41	\$417.97	\$474.29