

State of Florida



Public Service Commission

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TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: June 19, 2025

TO: Office of Commission Clerk (Teitzman)

FROM: Division of Engineering (Thompson, Ellis, King, Ramos) *TB*
Division of Economics (Hampson) *EP*
Office of the General Counsel (Imig, Sparks) *ACH*

RE: Docket No. 20250048-EG – Petition for approval of proposed demand-side management plan, by Florida Power & Light Company.

AGENDA: 07/01/25 – Regular Agenda – Proposed Agency Action – Interested Persons May Participate

COMMISSIONERS ASSIGNED: All Commissioners

PREHEARING OFFICER: Clark

CRITICAL DATES: None

SPECIAL INSTRUCTIONS: None

Case Background

Sections 366.80 through 366.83, and 403.519, Florida Statutes (F.S.), known collectively as the Florida Energy Efficiency and Conservation Act (FEECA), require the Florida Public Service Commission (Commission) to adopt conservation goals to increase the efficiency of energy consumption. FEECA emphasizes reducing the growth rates of weather-sensitive peak demand, reducing and controlling the growth rates of electricity consumption, reducing the consumption of expensive resources such as petroleum fuels, and encouraging demand-side renewable energy resources. The Commission most recently established conservation goals for Florida Power & Light Company (FPL or Utility) in Docket No. 20240012-EG (2024 Goalsetting Order).¹ On March 18, 2025, FPL filed a petition requesting approval of its Demand-Side Management

¹ Order No. PSC-2024-0505-FOF-EG, issued December 18, 2024, in Docket No. 20240012-EG, *In re: Commission review of numeric conservation goals (Florida Power & Light Company)*.

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(DSM) Plan and the associated program participation standards in order to meet the Commission approved numeric goals. The petition also included tariffs with minor revisions to the existing Residential On Call program, and the new HVAC Services Rider and HVAC Services Agreement. The HVAC Services Rider tariff implements the HVAC On-Bill Pilot program discussed in Issue 1. The proposed tariffs, in legislative format, are included as Attachment C.

The Commission has jurisdiction over this matter pursuant to Sections 366.80 through 366.83, and 403.519, F.S.

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Discussion of Issues

Issue 1: Should the Commission approve Florida Power & Light Company's proposed DSM Plan, program standards, and tariffs?

Recommendation: Yes, with modifications. The programs included in FPL's proposed DSM Plan are cost-effective based upon the Participants test, and either the Rate Impact Measure (RIM) or Total Resource Cost (TRC) test. FPL's DSM Plan is projected to meet the annual numeric conservation goals approved by the Commission in the 2024 Goalsetting Order. In addition, staff has reviewed FPL's program participation standards and they appear to be consistent with FPL's DSM Plan.

However, staff recommends the following modifications to FPL's HVAC On-Bill Pilot program: (1) require participants to also participate in FPL's Residential HVAC program; (2) eliminate the participants' requirement to participate in the Residential On Call program for the entire 10-, 12-, or 15-year service agreement terms; (3) cap program participation at the projections provided by FPL; and (4) cap program costs to those costs agreed upon by FPL and program participants at the time the service agreements are executed. These modifications would more closely align with the objectives of FEECA by increasing overall energy efficiency savings, remove participants' long-term commitment for participation in a load management program, and provide additional safeguards for the general body of ratepayers during the pilot phase of the program.

If staff's proposed modifications are approved, staff recommends that FPL submit revised versions of its Optional HVAC Services Rider tariff, Optional HVAC Services Agreement tariff, and program participation standards, as applicable, that reflect these modifications within 30 days of the Consummating Order in this docket, and that the Commission grant staff administrative authority to review and approve these documents. If the Commission approves FPL's proposal without modifications, then the tariffs as shown in Attachment C should be approved effective on the day of the Commission's vote.

Upon final approval by the Commission, FPL may file for cost recovery of the programs included in its DSM Plan in the Energy Conservation Cost Recovery (ECCR) clause proceeding. However, FPL must demonstrate that the expenditures to implement its DSM programs are reasonable and prudent in order to recover those expenditures. (Thompson, Hampson)

Staff Analysis: Section 366.82(7), F.S., requires that following the adoption of annual conservation goals, the Commission shall also require each utility subject to FEECA to develop a DSM plan to meet its conservation goals. Rule 25-17.0021(4), Florida Administrative Code (F.A.C.), requires each electric utility subject to FEECA to file its DSM plan, which consists of one or more DSM programs, and program participation standards for Commission approval.

The Commission considers the appropriateness of DSM programs by evaluating the following criteria, first outlined in Order No. 22176: (1) whether the program advances the policy objectives of FEECA and its implementing rules (such as reducing demand and energy usage); (2) whether the program is directly monitorable and yields measurable results; and (3) whether

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the program is cost-effective.² Pursuant to 366.82(7), F.S., the Commission may then elect to approve, modify, or deny the utility's DSM plan.

FPL's Proposed DSM Plan

As a result of the 2023 amendments to Rule 25-17.0021, F.A.C., the utilities subject to FEECA proposed, and the Commission established, DSM goals based upon proposed DSM programs for the first time. Staff reviewed FPL's proposed DSM Plan, including its demand and energy savings, cost-effectiveness, and rate impact. Overall, the programs within the proposed DSM Plan are consistent with the proposed DSM programs evaluated by the Commission in the 2024 Goalsetting proceeding. A complete list of the programs and a brief description of each can be found in Attachment A. Staff has also reviewed FPL's program participation standards, which can be found in Attachment B, and they appear to be consistent with FPL's DSM Plan.

FPL's proposed DSM Plan consists of a total of 15 programs, including seven residential programs, two of which are pilot programs, seven commercial/industrial programs, and one research and development program. FPL has proposed to continue 13 existing programs, three with modifications, and add two new programs. The modifications consist of removing measures that were no longer cost-effective, and adding new measures that were cost-effective based on the 2024 Technical Potential Study, and suitable for inclusion in FPL's current programs. FPL's new programs, the Low-Income Renter Pilot program and the HVAC On-Bill Pilot program, were included in the proposed programs used to develop FPL's DSM goals in its 2024 goalsetting proceeding. The Utility stated that the Low-Income Renter Pilot program was added to incentivize landlords of low-income rental properties to install higher efficiency heating, ventilation, and air conditioning (HVAC) equipment to benefit current and future tenants with lower energy bills. Participation in the pilot is limited to 500 installations per year over a three-year pilot period to assess the program's effectiveness. The HVAC On-Bill Pilot program is discussed below.

As noted above, the 15 programs included in FPL's DSM Plan are consistent with the proposed programs used to develop FPL's DSM goals in its 2024 goalsetting proceeding, with the exception of FPL's HVAC On-Bill Pilot program, which is discussed below, and the Conservation Research and Development (CRD) program. The CRD program does not directly produce demand or energy savings, but it has been included in FPL's prior DSM Plans and allows the Utility to investigate technologies that may support the development of new demand response and energy efficiency programs. These studies have resulted in several measures being incorporated into FPL's DSM portfolio, and also serve as a source for providing FPL's customers with accurate information and responses to their energy technology questions. As such, staff believes that the continued inclusion of the CRD program in FPL's DSM Plan is reasonable.

Regarding program participation rates, FPL's projected program participation rates for the programs included in its DSM Plan are consistent with the participation rates provided in the Stipulation that was approved per the 2024 Goalsetting Order, including the participation increase for FPL's Residential Low-Income Weatherization program. The projected program

² PSC Order No. 22176, issued November 14, 1989, in Docket No. 890737-PU, *In re: Implementation of Section 366.80-.85, F.S., Conservation Activities of Electric and Natural Gas Utilities*.

demand and energy savings meet the goals established by the Commission in the 2024 Goalsetting Order, and the programs included in FPL’s DSM Plan are directly monitorable and measurable.

As required by Rule 25-17.008, F.A.C., FPL provided cost-effectiveness analyses for the programs included in its DSM Plan using the Participants, RIM, and TRC tests. The programs included in FPL’s proposed DSM Plan are cost-effective based upon the Participants test, and either the RIM or TRC test. Table 1-1 shows an estimate of the annual ECCR expenditures and monthly rate impact on a typical residential customer for FPL’s DSM Plan.

**Table 1-1
 FPL’s DSM Plan Annual ECCR Costs and Estimated Monthly Rate Impact**

Year	Annual ECCR Costs	Residential Customer
	(\$)	(\$/1,000 kWh/mo)
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
Total	\$1,674,298,976	-

Source: Document No. 03028-2025

The results of these cost-effectiveness analyses are consistent with the cost-effectiveness analyses results provided for the proposed programs used to develop FPL’s DSM goals in its 2024 goalsetting proceeding. Therefore, staff recommends that FPL’s DSM Plan, with the modifications discussed below, and the associated program participation standards be approved.

FPL is responsible for monitoring actual participation rates and seeking Commission action, if necessary, to modify, add, or remove programs. If FPL is unable to meet the DSM goals established by the Commission, the Utility may be subject to appropriate action by the Commission.

HVAC On-Bill Pilot Program

The proposed HVAC On-Bill Pilot program is an option within FPL’s traditional Residential On Call program that would allow participants to acquire a new HVAC unit under the Utility’s proposed HVAC Services Rider and Optional HVAC Services Agreement. To qualify, participants would need to meet FPL’s proposed eligibility requirements, which include being home owners, being in good standing with the Utility, and meeting the Utility’s minimum credit requirements (i.e., providing a cash security, a surety bond, or a bank letter of credit as requested by the Utility). In addition, participants are required to install an HVAC that meets the minimum

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baseline efficiency standard, but may opt to install a more energy-efficient HVAC unit, if desired. FPL, through its authorized contractors, will design, procure, and install the HVAC units, and offer participants the option of a 10-, 12-, or 15-year term, dependent on the life of the HVAC equipment's warranty. Under the HVAC On-Bill Pilot program, FPL would own and maintain the HVAC unit for the duration of the term, and participants would be required to make levelized monthly payments, which would cover the capital cost of the HVAC equipment, including a return on capital investment, plus all operations and maintenance expenses for the unit, including administrative costs and assumptions for uncollectible customer payments (bad debt), for the duration of the agreement. Upon participant selection and at FPL's discretion, the HVAC On-Bill Pilot program load management credits would be applied as one of the following options: (1) the net present value of the monthly credits available under the traditional Residential On Call program as (a) a credit against the participant's initial monthly fees, or (b) an up-front credit; or (2) as an offset against the monthly program fees as provided under the traditional Residential On Call program. Once all payment obligations under the service agreement are satisfied, the participant can take ownership of the HVAC unit.

The costs associated with the HVAC On-Bill Pilot program would flow through the ECCR clause. Due to the levelized program design, the general body of ratepayers would subsidize the program during the first half of each service agreement term, but are projected to be made whole under the second half of the agreement terms as participants' levelized monthly payments exceed the declining revenue requirements. In the event of any under-recoveries related to program costs, such as maintenance, repair, or administrative costs above the estimates included in the monthly payment obligations under the service agreements, and/or payment defaults, FPL intends to recover these costs from future participants' payments. This includes any costs associated with debt collection attempts, bad debt, and return on capital investment. These costs would also be subsidized by the general body of ratepayers initially through the ECCR clause before being fully recovered from future HVAC On-Bill Pilot program participants. In the event of payment defaults, FPL has indicated that participants would be subject to disconnection of their electric service, as a last resort, after providing at least five working days written notice if the payment default is not cured. However, FPL indicated that should there remain any under-recovered costs from program participants, the balance would be recovered from the general body of ratepayers through the ECCR clause.

FPL's HVAC On-Bill Pilot program was originally proposed as a permanent program in the 2024 goalsetting proceeding, but has since been reclassified as a five-year pilot program, and includes updated costs, as a result of discussions with staff, to align HVAC On-Bill credits with the credits provided under FPL's traditional Residential On Call program.³ FPL has also made additional modifications based on these discussions, which include modifying the participants' property insurance requirements, and providing each participant an informational document

³ In Docket No. 20240012-EG, FPL originally proposed a monthly bill credit of \$6.75 for the HVAC On-Bill program, which would result in a participant receiving approximately \$81 in bill credits annually; whereas, FPL proposed a monthly bill credit of \$6.00 for the months of April through October for central electric air conditioners, and a monthly bill credit of \$2.75 for the months of November through March for central electric heaters under the traditional Residential On Call program. The latter results in an annual bill credit amount of approximately \$55.75. Therefore, this modification results in an overall reduction in bill credit costs that the general body of ratepayers will be responsible for under this program.

summarizing the terms and conditions under the Optional HVAC Services Agreement. Regarding the property insurance, FPL will now secure insurance to cover any force majeure loss or damages to the HVAC equipment, and will recover these costs from participants over the life of the service agreement. Regarding the informational document, FPL will ensure that customers enrolling in the HVAC On-Bill Pilot program have full awareness of the terms and conditions, including the required payment schedule for the service, costs for early termination of the service agreement, and the possibility of electric service disconnection as a result of payment defaults. FPL also indicated that the monthly charge for the program would be shown as a separate line item on the participant's electric bill. Regarding reporting, FPL indicated that during the term of the HVAC On-Bill pilot period, the Utility will report pilot costs and revenues to the Commission in the Utility's annual ECCR True-Up and Projection filings, and report pilot achievements in the Utility's DSM Annual Report.

Staff believes that the modifications described above will improve the program, but recommends the following additional HVAC On-Bill Pilot program modifications to further due so: (1) require participants to also participate in FPL's Residential HVAC program; (2) eliminate the participants' requirement to participate in the Residential On Call program for the entire 10-, 12-, or 15-year service agreement terms; (3) cap program participation at the projections provided by FPL; and (4) cap program costs to those costs agreed upon by FPL and program participants at the time the service agreements are executed. Each of these modifications are discussed further below.

The first proposed modification would result in the installation of an HVAC unit above the minimum SEER standard, and allow participants to also receive a rebate for the installation of a high efficiency HVAC unit, which could assist with participants' overall HVAC On-Bill Pilot program costs. This modification would also increase participants' overall energy efficiency savings, which further aligns with the FEECA initiatives and the stipulation language agreed upon by FPL and the parties in the Commission-approved 2024 Goalsetting Order.⁴ Based on example cost estimates provided by FPL, a participant would pay approximately \$20,035 over a 10-year service agreement term for expenses associated with the installation of a 16 SEER HVAC unit under the service agreement, as compared to \$18,730 for a similarly sized 15 SEER HVAC unit, which is the minimum SEER rating for Florida, over the same service agreement term.⁵ This amount would be further reduced to approximately \$19,835 for a 16 SEER HVAC unit over the same service agreement term due to participation in FPL's Residential HVAC program. This results in a cost differential of approximately \$1,105 over the 10-year service agreement term, which staff believes is reasonable based on the additional energy efficiency savings a participant would receive as a result of installing a more efficient HVAC unit. As such, staff recommends that this modification be approved.

The second proposed modification to eliminate the participants' requirement to participate in the Residential On Call program for the entire 10-, 12-, or 15-year service agreement terms provide

⁴ Attachment A, paragraph 6, Issue 10 stipulation language states the following: "The Parties stipulate and agree that the record supports a Commission finding that FPL's proposed HVAC On-Bill option expands the existing On Call® load-management program to allow greater customer access to new energy-saving HVAC equipment in a way that also passes the RIM cost-effectiveness test, and should be included in FPL's proposed DSM Goals."

⁵ These estimates do not include pre-payment of load control credits.

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participants flexibility if they decide that they no longer want their loads controlled. As currently proposed, HVAC On-Bill Pilot program participants would be required to pay an early termination fee, which consists of the remaining payment obligations under their service agreements and a refund of any advanced payment of bill credits, in order to exit the program. This means that participants who are not satisfied with the load control program will not be able to discontinue having their loads controlled, and therefore will have to continue doing so throughout the duration of their 10-, 12-, or 15-year service agreement terms, or pay the termination fee. However, under the traditional Residential On Call program, participants are able to exit the program at any time and at no cost, as long as FPL is provided at least seven days advance notice. As such, staff recommends that the same flexibility provided to participants of the traditional Residential On Call program be provided to HVAC On-Bill Pilot program participants. However, those participants who received advanced payment of bill credits but elect to leave the load control portion of the HVAC On-Bill Pilot program should be required to pay the termination fee associated with only those credits to exit the program. In addition, participants exiting the program would still be responsible for the remaining monthly payments associated with the HVAC equipment and maintenance. By keeping the existing Residential On Call and the HVAC On Bill Pilot programs aligned, the Utility and the Commission can gain valuable information regarding the impact of the HVAC On-Bill Pilot program. Basically, such modifications would focus the results to the impact of providing a novel financing option to customers.

The third and fourth proposed modifications to cap program participation at the projections provided by FPL, and cap program costs to those costs agreed upon by FPL and program participants at the time the Optional HVAC Services Agreements are executed, would provide additional protection for the general body of ratepayers. As proposed and as previously discussed, the costs associated with the executed service agreements would flow through the ECCR clause, and due to the HVAC On-Bill Pilot program design, the general body of ratepayers would already be responsible for the shortfalls during the first half of each service agreement term as participants' payments would be levelized over the agreement terms. If allowed as proposed, the general body of ratepayers would also be at risk if there are any under-recovered costs that are not able to be recovered from program participants, as indicated by FPL. Traditionally, it has been Commission practice that pilot programs serve as vehicles for utilities to explore new technologies or processes, and assess the benefits using a sample prior to permanent implementation.⁶ As such, staff believes that capping program costs and participation would allow FPL to evaluate the potential program cost differentials and benefits prior to full scale implementation while providing additional protection for the general body of ratepayers. This information may then enable the Utility to more accurately determine participant program costs in order to develop a future program or tariff offering. As such, staff believes that limiting the allowance of costs that flow through the ECCR clause to those costs agreed upon by FPL and the participants at the time that the service agreements are executed, and capping program participation to the projections provided by FPL, would limit the risk to the general body of ratepayers, and therefore recommends that this modification be approved. FPL would still have the ability to either work directly with the program participants separately to recover any

⁶ Order No. PSC-2021-0237-PAA-EI, issued June 30, 2021, in Docket No. 20200234-EI, *In re: Petition for approval of direct current microgrid pilot program and for variance from or waiver of Rule 25-6.065, F.A.C., by Tampa Electric Company.*

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additional costs, or modify the pilot program as necessary without adding additional risk to the general body of ratepayers.

If staff's proposed modifications are approved, staff recommends that FPL submit revised versions of its Optional HVAC Services Rider tariff, Optional HVAC Services Agreement tariff, and program participation standards that reflect these modifications, and grant staff authority to administratively approve them, if consistent with the modifications above. The documents should indicate participants' option to opt out of the load management portion of the HVAC On-Bill Pilot program, outline participants' requirements to be eligible to do so, and provide an annual estimate of the amount to be refunded for any advanced payment of bill credits. If the Commission approves FPL's proposal without modifications, then the tariffs as shown in Attachment C should be approved effective on the day of the Commission's vote.

Conclusion

The programs included in FPL's proposed DSM Plan are cost-effective based upon the Participants test, and either the RIM or TRC test. FPL's DSM Plan is projected to meet the annual numeric conservation goals approved by the Commission in the 2024 Goalsetting Order. In addition, staff has reviewed FPL's program participation standards and they appear to be consistent with FPL's DSM Plan.

However, staff recommends the following modifications to FPL's HVAC On-Bill Pilot program: (1) require participants to also participate in FPL's Residential HVAC program; (2) eliminate the participants' requirement to participate in the Residential On Call program for the entire 10-, 12-, or 15-year service agreement terms; (3) cap program participation at the projections provided by FPL; and (4) cap program costs to those costs agreed upon by FPL and program participants at the time the service agreements are executed. These modifications would more closely align with the objectives of FEECA by increasing overall energy efficiency savings, remove participants' long-term commitment for participation in a load management program, and provide additional safeguards for the general body of ratepayers during the pilot phase of the program.

If staff's proposed modifications are approved, staff recommends that FPL submits revised versions of its Optional HVAC Services Rider tariff, Optional HVAC Services Agreement tariff, and program participation standards, as applicable, that reflect these modifications within 30 days of the Consummating Order in this docket, and that the Commission grant staff administrative authority to review and approve these documents. If the Commission approves FPL's proposal without modifications, then the tariffs as shown in Attachment C should be approved effective on the day of the Commission's vote.

Upon final approval by the Commission, FPL may file for cost recovery of the programs included in its DSM Plan in the ECCR clause proceeding. However, FPL must demonstrate that the expenditures to implement its DSM programs are reasonable and prudent in order to recover those expenditures.

Issue 2: Should this docket be closed?

Recommendation: Yes. If no person whose substantial interests are affected by the proposed agency action files a protest within 21 days of the issuance of the order, a consummating order will be issued. However, if Issue 1 is approved, the docket should remain open for staff's verification that the revised documents have been filed by the Utility and approved by staff. When the proposed agency action is final and the revised documents have been approved, this docket may be closed administratively. (Imig, Sparks)

Staff Analysis: If no person whose substantial interests are affected by the proposed agency action files a protest within 21 days of the issuance of the order, a consummating order will be issued. However, if Issue 1 is approved, the docket should remain open for staff's verification that the revised documents have been filed by the Utility and approved by staff. When the proposed agency action is final and the revised documents have been approved, this docket may be closed administratively.

Florida Power & Light Company 2025 – 2034 DSM Programs

Residential Programs:

Residential Energy Survey Program

The Residential Energy Survey program is designed to educate customers on energy efficiency and encourage them to participate in FPL's 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: 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: Customers can perform this self-service survey using FPL's online system, which provides personalized recommendations based on customer input.
- Phone Energy Survey: 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 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 Residential 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 (HOB) Pilot Program

The 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. The HOB 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 bill credits in accordance with the Utility's Residential On Call® tariff and the HVAC Services 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 DSM 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 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 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 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.

Commercial/Industrial Programs:

Business Energy Evaluation (BEE) Program

The 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 DSM programs. The BEE program 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 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 Business 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 Business On Call® program utilizes contractors to install and service the load control equipment necessary for participation.

Commercial/Industrial Demand Reduction (CDR) Program

The 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 CDR 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 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 HVAC Program

The Business 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 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 (BCI) Program

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

Other Programs:

Conservation Research and Development (CRD) Program

The CRD Program identifies and scientifically evaluates the energy and demand reductions and customer economics of emerging energy efficiency and demand response technologies and practices under FPL's climate conditions. This program allows for FPL-specific analysis to provide accurate assessments of cost-effectiveness and applicability for possible inclusion in a future DSM Plan.

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

Program Standards

2025

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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

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

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

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

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

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

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.

~~Sixty-Fifth~~**Sixty-Sixth** Revised Sheet No. 8.010
 Cancels ~~Sixty-Fifth~~ ~~Sixty-Fourth~~ Revised Sheet No. 8.010

FLORIDA POWER & LIGHT COMPANY

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Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems-VP Financial Planning and Rate Strategy
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

~~Second-Third~~ Revised Sheet No. 8.217
 Cancels ~~Second-First~~ Revised Sheet No. 8.217

RESIDENTIAL LOAD MANAGEMENT PROGRAM
 (RESIDENTIAL ON CALL® PROGRAM)

RATE SCHEDULE: ROC

AVAILABLE:

Available only within the geographic areas served by the Company's Load Management System.

APPLICATION:

To customers receiving service under Rate Schedule RS-1 or ~~RS-1/2EV~~ who elect to participate in this program and who utilize central electric air conditioning.

The following electric appliances are eligible: central air conditioners, central ~~space~~ heaters, conventional ~~electric resistance~~ water heaters (excludes tankless/instantaneous, solar, heat pump, and heat recovery unit water heaters), and swimming pool pumps. All new program participants as of October 31, 2020 must include central electric air conditioners. If the participant's system also has a central electric heater, this must also be included. Inclusion of water heaters and swimming pool pumps is optional. Prior program participants' appliance selections and eligibility requirements remain unchanged. Participants who exit the program and later rejoin will be subject to the participation requirements in effect at that time.

This Rate Schedule is not applicable for service to commonly-owned facilities of condominium, cooperative or homeowners' associations.

~~SERVICE:~~

~~The same as specified in Rate Schedule RS-1.~~

LIMITATION OF SERVICE:

The same as specified in Rate Schedule RS-1. Participant's premise must be occupied for at least 9 months of the year. The participant-selected electrical appliances shall be interrupted at the option of the Company by means of load management equipment installed at the participant's premise.

TERM OF SERVICE:

A participant may change: (i) their interruption option (from Cycle to Shed only); (ii) the selection of appliances; or (iii) discontinue service under this Rate Schedule by giving the Company seven (7) days advance notice. If the participant requests to have one or more appliances removed from participation in the program, such appliance(s) will be ineligible to re-participate again for one year (12 months) from the time participation ended.

MONTHLY BILL CREDIT:

Participants receiving service under this Rate Schedule will receive a Monthly Bill Credit as follows:

Appliance	Applicability	Monthly Bill Credit
Central Electric Air Conditioner	April – October	\$6.00
Central Electric Space Heater	November – March	\$2.75
Conventional Electric Water Heater	Year-Round	\$1.50
Swimming Pool Pump	Year-Round	\$1.50
Prior Participants Only (Cycling)		
- Central Electric Air Conditioner	April – October	\$3.00
- Central Electric Heater	November – March	\$2.00

The total Monthly Bill Credit shall not exceed 40 percent of the Rate Schedule RS-1 "Base Energy Charge" actually incurred for the month (if the Budget Billing Plan is selected, actual energy charges will be utilized in the calculations, not the leveled charges) and no credit will be applied to reduce the minimum bill specified on Rate Schedule RS-1.

(Continued on Sheet No. 8.218)

Issued by: ~~Tiffany Cohen, Director, Rates and Tariffs~~ **YP Financial Planning and Rate Strategy**
 Effective: ~~July 7, 2020~~

FLORIDA POWER & LIGHT COMPANY

~~Third-Second~~ **Revised Sheet No. 8.218**
 Cancels ~~Third-Second~~ **Revised Sheet No. 8.218**

(Continued from Sheet No. 8.217)

INTERRUPTION SCHEDULE:

Appliance	Interruption Schedule
Central Electric Air Conditioner	Up to 180 minutes per day
Central Electric Space Heater	Up to 180 minutes per day
Convention Electric Water Heater	Up to 240 minutes per day
Swimming Pool Pump	Up to 240 minutes per day
Prior Participants Only (Cycling Only) - Central Electric Air Conditioner	15 minutes per 30-minute period / cumulative interruption up to 180 minutes per day. If unable to provide sufficient demand reduction to avert an emergency situation, may increase to 17.5 minutes per 30-minute period / cumulative interruption up to 210 minutes per day
- Central Electric Space Heater	15 minutes per 30-minute period / cumulative interruption up to 180 minutes per day

The limitations on interruptions shall not apply during emergencies on the Company's system or to interruptions ~~that occur as a result of: (a) fuel shortages; (b) breakdown or damage to Company's generation, transmission, or distribution facilities; (c) repairs or changes in the Company generation, transmission, or distribution facilities; (d) ordinary negligence of the Company's employees, servants, or agents; or (e) any other act or omission or related injury that is directly or indirectly related to events of caused by force majeure or other causes beyond the control of the Company.~~ The Company at its discretion may also perform interruptions for readiness testing purposes.

SPECIAL PROVISIONS

1. The Company shall not install load management equipment if the installation cannot be economically justified for reasons such as: excessive installation costs, oversized/undersized heating or cooling equipment or abnormal utilization of equipment; (including vacation or other limited occupancy residences).
2. Billing under this Rate Schedule will commence upon the installation and completion of required inspections of the load management equipment.
3. If a customer has multiple units of the same appliance type then at least two must be connected with load management equipment to qualify for the Monthly Bill Credit attributable to that appliance type. In such circumstances, only a single Monthly Bill Credit for that appliance type will be applied per premise.
4. Installation of the Company's load management equipment at the participant's premise is the sole responsibility of a licensed, independent contractor or Company representative. The participant agrees that the Company shall not be liable for any damages or injuries that may occur as a result of the interruption or restoration of electric service pursuant to the terms of this Rate Schedule.
5. If the Company determines that the participant no longer uses one or more of the appliances signed up for the program, or the equipment is disconnected or not communicating, then the Company shall discontinue the associated Monthly Bill Credits and has the right, at the Company's sole discretion, to remove the associated load management equipment.
6. The participant is required to give the Company and the licensed, independent contractor reasonable access for installing, maintaining, testing and removing the Company's load management equipment, and for verifying that the equipment effectively controls the participant's appliances as intended by this Rate Schedule. Failure to provide access will result in the removal of the affected appliances from the program or full participation termination until such access is granted.
7. If the Company determines that the effect of equipment interruptions has been offset by the participant's use of supplementary or alternative electrical equipment, then service under this Rate Schedule may be discontinued and the participant billed for all prior Monthly Bill Credits received under this Rate Schedule from an established date upon which supplementary or alternative electrical equipment was used. If such a date cannot be established, then rebilling shall be for the Monthly Bill Credits received by the participant for the lesser of the number of months receiving service under this Rate Schedule or the previous twelve (12) months. The participant will be ineligible to participate in the program for twelve (12) months from the time their participation was terminated.
- ~~8.~~ If the Company determines that its load management equipment at the participant's premise has been rendered ineffective by mechanical, electrical or other devices, disconnection or other intentional actions ("tampering") by the participant, then the Company may discontinue their participation in the program and bill for all expenses involved in removal of the load management equipment, plus applicable investigative charges. The Company may rebill all prior Monthly Bill Credits received by the participant from an established tampering date. If such a date cannot be established, then rebilling of the Monthly Bill Credits shall be for the lesser of the number of months receiving service under this Rate Schedule or the previous twelve (12) months. If the Company terminates the participant, then they will be ineligible to participate in the program for twelve (12) months from the time their participation was terminated.
- ~~8.9.~~ Participants in the HVAC Services Rider are subject to the Central Air Conditioner and Central Electric Space Heater Monthly Bill Credits and Interruption Schedule.

Issued by: Tiffany Cohen, Director, Rates and Tariffs VP Financial Planning and Rate Strategy
Effective: July 7, 2020

FLORIDA POWER & LIGHT COMPANY

Original Sheet No. 8.220

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, 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 Service 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 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

(Continue on Sheet No. 8.221)

Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Original Sheet No. 8.221

(Continue from Sheet No. 8.220)

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.

Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

~~Sixteenth-Seventeenth~~ Revised Sheet No. 9.011
Cancels ~~Sixteenth-Fifteenth~~ Revised Sheet No. 9.011

(Continued from Sheet No. 9.010)

	<u>Sheet No.</u>
Underground Distribution Facilities Installation Agreement	9.700
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Underground Facilities Conversion Agreement	9.720
Long-Term Rental Agree for Distribution Substation Facilities	9.730
Facilities Rental Service Agreement	9.750
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Easement (Individual)	9.770
Underground Easement (Individual)	9.773
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Momentary Parallel Operation Interconnection Agreement	9.780
Interconnection Agreement For Qualifying Facilities	9.800
Optional Residential Smart Panel Equipment Agreement	9.806
Residential Optional Supplemental Power Services Agreement	9.811
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Commercial Electric Vehicle Charging Services Agreement	9.833
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Solar Power Facilities Service Agreement	9.849
<u>Optional HVAC Services Agreement</u>	<u>9.858</u>
Existing Facility Economic Development Rider Service Agreement	9.870
Standby and Supplemental Service Agreement	9.910
Interruptible Standby and Supplemental Service Agreement	9.920
Medically Essential Service	9.930
Medically Essential Service Notice of Exclusion from Disclosure	9.932
Performance Guaranty Agreement	9.946
Performance Guaranty Agreement for Incremental Capacity	9.950

Issued by: **Tiffany Cohen**, Senior Director, Regulatory Rates, Cost-of-Service and Systems VP Financial Planning and Rate Strategy
Effective: **January 1, 2022**

FLORIDA POWER & LIGHT COMPANY

Original Sheet No. 9.858

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

(Continued on Sheet No. 9.859)

Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Original Sheet No. 9.859

(Continued from Sheet No. 9.858)

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.

(Continue on Sheet No. 9.860)

Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Original Sheet No. 9.860

(Continued from Sheet No. 9.859)

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 (COLLECTIVELY A "CUSTOMER CASUALTY").**

(d) **Risk of Loss to Equipment.** 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.

(Continue on Sheet No. 9.861)

Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Original Sheet No. 9.861

(Continued from Sheet No. 9.860)

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 leveled 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, 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.

(Continue on Sheet No. 9.862)

Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Original Sheet No. 9.862

(Continue from Sheet No. 9.861)

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 an 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.

(Continue on Sheet No. 9.863)

Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FFC FLORIDA POWER & LIGHT COMPANY

Original Sheet No. 9. 863

(Continue from Sheet No. 9.862)

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.

- (c) 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, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.

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(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.

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 insurance policy with minimum liability coverage of Three Hundred Thousand (\$300,000.00) Dollars.

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- (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 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.

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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: _____ By: _____
(Signature) (Signature of Authorized Representative)

(Print or Type Name) (Print or Type Name)

Date: _____ Title: _____

Date: _____

Customer

By: _____
(Signature)

(Print or Type Name)

Date: _____

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Effective: