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Public Service Commission

May 27, 2025

William P. Cox
Senior Counsel
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408
Will.Cox@fpl.com

STAFF'S SECOND DATA REQUEST VIA EMAIL

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

Dear Mr. Cox:

By this letter, Commission staff requests that Florida Power & Light Company (FPL or Utility) provide responses to the following questions:

1. Please refer to FPL's petition, Attachment 1, Appendix A, FPL DSM Program Standards, HVAC On-Bill Pilot Program Standards, page 10, specifically the table titled "Example Project Cost Recovery Schedule and Early Termination Fees", for the following questions.
 - a. Please explain how the \$7,600 project cost was determined. As part of this response, please identify the assumptions the Utility used in this example (i.e., SEER rating of the HVAC unit, size of the unit, associated equipment to be installed, monthly credit payment, etc.).
 - b. Please provide revised versions of this table that include pre-payment of the load management credits as outlined in the "Monthly Service Payment" section of the HVAC Services Rider (i.e., as (1) a credit against the initial monthly fees, (2) an up-front credit, and (3) an offset against the monthly program fees).
 - c. Please indicate if the example table is based on a project cost for an HVAC unit with a +1 SEER higher rating than the minimum standard. If not, please provide revised tables based on a project cost for a similarly sized HVAC unit with the referenced SEER rating, with and without pre-payment of the load control credits as specified in part (b) of this question. As part of this response, please also provide the following:
 - (i) Tables for each scenario identified in the first part of this question that also include an incentive payment for participation in FPL's Residential HVAC program;
 - (ii) Identification of the assumptions that the Utility used for each scenario; and

- (iii) Revised cost-effectiveness testing results for each scenario that would affect these results.
- 2. Please refer to FPL's petition, Attachment 1, Appendix B, Program-Level Cost Effectiveness Analyses, specifically the results for the HVAC On-Bill Pilot program, for the following questions.
 - a. Please identify all assumptions used in the cost-effectiveness analyses.
 - b. Please explain why FPL used a study period of 2023 through 2082. As part of this response, please indicate if this study period, as well as the study period for all other proposed DSM programs, is based on the following definition of the study period for conservation programs per the Cost Effectiveness Manual: "This is the economic life of the conservation program, and will generally be less than or equal to the life of the unit to be avoided." If not, please explain why, and provide revised cost-effectiveness results using the specified study period for all relevant programs.
 - c. Please identify the SEER rating used in the cost-effectiveness analyses. If higher than the minimum SEER standard, please provide revised cost-effectiveness testing results based on the minimum SEER rating.
 - d. Please explain why customer costs were not included in the Participant Test.
 - e. Please provide revised Participant Test results including estimated customer costs for both a 15 SEER and a 16 SEER HVAC unit. As part of this response, please identify the assumptions the Utility used.
- 3. Please refer to FPL's petition, Attachment 2, Optional HVAC Services Agreement for the following questions.
 - a. Please refer to Section 20. In the event that a participant sells their home prior to satisfying the obligations of the service agreement, and opts to assign the remaining service agreement obligations to the purchaser, please describe the process that FPL intends to use to transfer the remaining service agreement obligations to the purchaser. As part of this response, please explain what would occur if for some reason FPL opts against allowing the purchaser to assume the remaining service agreement obligations, and describe the instances that the Utility may decide to do so.
 - b. Please provide an estimate of the costs that FPL would incur from the process described in part (a) of this question. As part of this response, please indicate if FPL would seek to recover these costs through the Energy Conservation Cost Recovery (ECCR) Clause.
 - c. Please indicate if FPL intends to provide a report to the Commission regarding any occurrences and any associated costs as a result of the process described in part (a) of this question. If so, please describe what FPL intends to include in these reports. If not, please explain why.
 - d. Please refer to Section 21. Please explain how FPL would seek to recover costs associated with payment delinquencies or other instances requiring FPL to enforce the terms of the service agreement, and identify any additional fees participants would be responsible for as a result. As part of this response, please indicate if FPL would recover any uncollected costs, including any uncollectible customer payments

- (bad debt) or return on capital investment, as well as any associated debt collection costs, from the general body of ratepayers through the ECCR Clause.
4. Please refer to FPL's response to Staff's First Data Request, No. 7(c) for the following questions.
 - a. Please explain how FPL intends to ensure that all HVAC-On Bill Pilot program costs are recovered from program participants. As part of this response, please identify all provisions FPL will have in place to minimize the risks to the general body of ratepayers if the HVAC On-Bill Pilot program is approved.
 - b. Please detail why it is necessary for FPL to be allowed to use revised estimates to help ensure that the total program costs are recovered from program participants over the life of the program.
 5. Please refer to FPL's response to Staff's First Data Request, No. 7(d). Please provide a revised version of the provided table, in Microsoft Excel format, that includes an itemized breakdown of the costs included in the "Capital Costs / Other" and "Operations & Maintenance" categories, and an itemized breakdown of the "Program Revenues" category identifying costs participants would be responsible for (i.e., HVAC unit cost, maintenance and repair costs, administrative costs, etc.).
 6. Please refer to FPL's response to Staff's First Data Request, No. 10. Please identify any options that will be available to HVAC On-Bill Pilot program participants who no longer want to participate in the load control portion of the program, but are unable to pay the early termination fee. As part of this response, please indicate if participants could continue to finance the HVAC unit, and either no longer receive the monthly HVAC Services Credit, or refund the portion of the upfront HVAC Services Credit associated with the remainder of the service agreement term and if not, please explain why.

Please file all responses electronically no later than **Friday, June 6, 2025**, via the Commission's website at www.floridapsc.com, by selecting the Clerk's Office tab and Electronic Filing Web Form (reference Docket No. 20250048-EG). In addition, please email the filed response to discovery-gcl@psc.state.fl.us. If you have any questions, please contact me by phone at (850) 413-6592 or by email at tthompso@psc.state.fl.us.

Sincerely,

/s/Takira Thompson

Takira Thompson
Engineering Specialist

TTT:da

cc: Office of Commission Clerk (Docket No. 20250048-EG)
Kenneth A. Hoffman – Ken.Hoffman@fpl.com