

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition by Florida Power & Light  
Company for Rate Unification and for Base  
Rate Increase

Docket No: 20210015-EI  
Date: August 24, 2021

**MEMORANDUM OF UNDERSTANDING**

WHEREAS, Florida Power and Light Company (“FPL” or the “Company”) has entered into the 2021 Settlement Agreement with the Office of Public Counsel (“OPC”), the Florida Retail Federation (“FRF”), the Florida Industrial Power Users Group (“FIPUG”), and the Southern Alliance for Clean Energy (“SACE”) (collectively, the “Signatories”); and

WHEREAS, the Signatories have petitioned the Florida Public Service Commission (“Commission”) for approval of the 2021 Settlement Agreement; and

WHEREAS, FPL has engaged in confidential discussions with Vote Solar and the CLEO Institute (“CLEO”) (collectively referred to herein as the “Counterparties”) regarding the 2021 Settlement Agreement; and

WHEREAS, the Counterparties have taken positions adverse to FPL in Docket Number 20210015-EI; and

WHEREAS, FPL and the Counterparties have entered into this Memorandum of Understanding (“MOU”) in compromise of positions they have taken with respect to their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable, in regards to the issues in this docket, including the 2021 Settlement Agreement; and

WHEREAS, in order to facilitate the Commission’s consideration of the 2021 Settlement Agreement, the Counterparties have agreed to sign the 2021 Settlement Agreement and become parties thereto in consideration for the commitments FPL has agreed to in this Memorandum of Understanding.

NOW THEREFORE, in consideration of the foregoing, FPL and the Counterparties agree that:

1. Within 180 days of the final written Commission order approving the 2021 Settlement Agreement, FPL will deploy a pilot program to test FPL's and the FPL system's capability of implementing onsite renewable energy with storage to provide "islandable" back-up power for schools, in low-income areas, that serve as shelters during emergencies. The practical value, viability and cost-effectiveness of this type of project are unknown and it is the purpose of this pilot project to gain information and learnings that could inform a future decision of whether or not further similar projects should be pursued. As part of this pilot, FPL will test whether electric school buses could potentially help provide backup power to such schools in emergencies, utilizing the electric vehicle programs in the 2021 Settlement Agreement, where applicable, to help achieve this goal. In this pilot, FPL commits to issuing request for proposals to obtain pricing from qualified vendors for any engineering, procurement, and construction needed for this pilot. FPL agrees to work with the Counterparties to evaluate whether state or federal funding is applicable for the pilot. The cost of this pilot will not exceed \$5 million, net of any state or federal funding that may be obtained
2. Recognizing that FPL currently has a policy in place to suspend disconnections of power for non-payment in areas where extremely hot temperatures are expected, FPL agrees, for the term of the 2021 Settlement Agreement, to not disconnect power for nonpayment of bills for any

customer in an FPL operational district with a forecasted 95 degree temperature for the day, based on FPL's meteorological forecasts, or where a heat advisory is issued by the National Weather Service. FPL and the Counterparties acknowledge that this change in FPL's existing policy is a pilot to determine whether changes should or should not be made to that policy in the future.

3. Recognizing that FPL currently has a policy in place to suspend disconnections of power for non-payment in areas where extreme cold temperatures are expected, FPL agrees, for the term of the 2021 Settlement Agreement, to not disconnect power for nonpayment of bills for any customer in an FPL operational district with a forecasted temperature of 32 degrees for the day, based on FPL's meteorological forecasts. FPL and the Counterparties acknowledge that this change in FPL's existing policy is a pilot to determine whether changes should or should not be made to that policy in the future.
4. FPL takes the threat of approaching hurricanes or tropical storms impacting customers seriously and has a current policy to suspend disconnections for nonpayment in areas that are impacted by extreme weather. Once the Company makes a decision to mobilize resources to respond to a storm, FPL commits, for the term of the 2021 Settlement Agreement, to suspending disconnections for non-payment for customers in operational areas projected to be impacted and agrees to not resume such disconnections until the impacted areas are safely operating and restoration is complete.

5. FPL will seek input from the Signatories, including the Counterparties, in advance of the next Commission energy efficiency and demand-side management goal setting proceeding. Specifically, prior to FPL submitting its list of measures for consideration in the state-wide assessment of technical potential, FPL will meet with and consider input from the Signatories.
6. FPL agrees to work with the Counterparties to identify and deploy mutually agreeable research and development pilots designed to expand energy efficiency and demand response offerings to schools to help them reduce energy bills under FPL's Commission-approved Conservation Research and Development program during the term of the 2021 Settlement Agreement.
7. FPL and the Counterparties, as signatories to the 2021 Settlement Agreement and this MOU, agree that they will support the 2021 Settlement Agreement and this MOU and will not request or support any order, relief, outcome or result in conflict with the terms of this MOU in any administrative or judicial proceeding relating to, reviewing or challenging the establishment, adoption or implementation of this MOU.
8. Nothing in this MOU shall have any precedential value.

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**CERTIFICATE OF SERVICE**  
**20210015-EI**

I **HEREBY CERTIFY** that a true and correct copy of the foregoing has been furnished by electronic mail this \_\_\_\_\_ day of August \_\_\_\_\_, 2021 to the following parties:

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