



Legislation Text

File #: 24-940, **Version:** 1

Interoffice Memorandum

DATE: June 17, 2024

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Tanya Wilson, AICP, Director, Planning, Environmental, and Development Services Department

CONTACT: Mitchell Glasser, Manager

PHONE: 407-836-5190

DIVISION: Housing and Community Development Division

ACTION REQUESTED:

Approval and execution of Energy Improvement Rebate Program (EIRP) Agreement by and between Duke Energy Florida, LLC and Orange County, Florida regarding rebates for energy efficient repairs performed under the State Housing Initiative Partnership Housing Rehabilitation program within the Duke Energy service area. All Districts. (Housing and Community Development Division)

PROJECT: Energy Improvement Rebate Program Duke Energy Florida, LLC

PURPOSE: On April 23, 2024, the Board approved the 2024-2027 Local Housing Assistance Plan (LHAP) for housing programs and activities funded through the State Housing Initiative Partnership (SHIP) Program. The LHAP utilizes SHIP funds to support the Housing Rehabilitation program which provides home repairs for low- to moderate-income individuals and families. Repairs include life, health, safety, and energy efficiency-related repairs.

Duke Energy offers a weatherization and energy efficiency improvement rebate program to low-income customers within the Duke Energy service area for the repair or replacement of energy efficient items such as insulation, heating, ventilation, air conditioning, hot water heaters, and refrigerators. The Housing and Community Development Division, through its SHIP Housing Rehabilitation program, will partner with Duke Energy to receive rebates for eligible repairs performed within the Duke Energy service area. The revenue generated from the rebate program will be used to further increase the number of homes assisted with life, health, and safety related repairs, thereby improving living conditions and maintaining the affordable housing stock. The term of the program is

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for five, consecutive one-year terms and is estimated to provide approximately \$15,000 per year, for a total amount of \$75,000.

The County Attorney's Office has reviewed the agreement as to form.

BUDGET: N/A

BCC Mtg. Date: July 9, 2024

ENERGY IMPROVEMENT REBATE PROGRAM (EIRP) AGREEMENT

This Energy Improvement Rebate Program (EIRP) Agreement (hereinafter “Agreement”) is made and entered into as of the date executed by both parties (hereinafter “Effective Date”) by and between **Duke Energy Florida, LLC** (hereinafter “Duke Energy”), a Florida limited liability company with its principal address at 299 1st Avenue North, St. Petersburg, Florida 33701, and **Orange County, Florida** (hereinafter “County”), a political subdivision of the State of Florida with its principal address at 201 South Rosalind Avenue, Orlando, Florida 32802, on behalf of its Housing and Community Development Division. Duke Energy and County may be referred to individually as the “Party” and collectively as the “Parties.

RECITALS

WHEREAS, the County receives and uses funding from the State Housing Initiatives Partnership (SHIP) Program to provide energy improvements for homes of low-income residents of Orange County, Florida (“Services”); and

WHEREAS, some of the residents that receive Services from the County reside in the service area, and are customers, of Duke Energy (“Customers”); and

WHEREAS, the County’s provision of Services to Duke Energy Customers can reduce energy consumption and save Customers money; and

WHEREAS, Duke Energy offers an incentive to provide Services to Duke Energy Customers in the form of a rebate (“Energy Improvement Rebate Program” or “Program”); and

WHEREAS, the County is interested in participating in Duke Energy’s Program .

NOW THEREFORE, in consideration of the mutual agreement and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the Parties, Duke Energy and County agree as follows:

1. RECITALS

The above Recitals are true and correct and are hereby incorporated into this Agreement.

2. TERM

The term of this Agreement shall commence on the Effective Date and continue for five, consecutive one (1) year terms (each a “Term”) unless earlier terminated as provided for herein.

3. **SCOPE OF DUTIES**

During the Term of this Agreement, the County may directly or indirectly provide the weatherization and energy improvement Services identified in Attachment A to Customers deem qualified by Duke Energy. Upon completing a Service for a qualified Customer, the County may submit documentation to Duke Energy, and in a form approved by Duke Energy, identifying the measures that were installed in a Customer's.

Upon this Agreement becoming effective, Duke Energy shall provide the County with a list of criteria necessary to qualify a Customer for the Program. Qualifying Customers must: (a) be in a Duke Energy service territory and be a residential metered customer; (b) have the home in question be greater than two years old; (c) allow for all energy improvements performed by the County to be accessible for verification by a Duke Energy representative; and (d) have had a State of Florida approved contractor perform all Services. Prior to applying for any incentives under the Program, the County will assess whether a Customer meets Duke Energy's qualification criteria. If the County determines that a Customer qualifies for incentives under the Program, then the County may submit a rebate request to Duke Energy.

Duke Energy will provide incentives to the County, as outlined in Attachment B, for the following energy improvements installed provided that installation was performed according to local/state codes and standards:

Weatherization Measure	Minimum Measure Requirement	Maximum Incentive Amount	Additional Requirements
Attic Insulation	Insulate single-family homes with R2 or less up to R38 on residences with whole-house electric air conditioning and/or electric heating Insulate single-family homes with R19 or less up to R38 on residences with whole-house electric air conditioning and/or electric heating.	\$.50 per square foot up to a maximum of \$1000 per home \$.50 per square foot up to a maximum of \$725 per home.	Must be a recommendation of a NEAT or DEF-approved audit, or County assessment protocol
Duct Leakage Test/Repair	Repair Centrally Ducted Electric Heated and Cooled Systems in Single-family Homes	\$175	Completed Duct Test and Repair

Reduce Air Infiltration	Must demonstrate a minimum reduction of 25% at 50 Pas in electrically heated homes. Not to exceed a minimum of 0.35 ACH in Single-family Homes.	\$125	Must be a recommendation of a NEAT or DEF-approved audit, or County assessment protocol
Electric Hot Water Reduction	Wrap electric water heater, insulate water pipes, lower temperature setting if needed, repair water leaks	\$48	Must be a recommendation of a NEAT or DEF-approved audit, or County assessment protocol
HVAC Maintenance	Tune up on Centrally Ducted Electric Heated and Cooled Systems for Single-family Homes	\$175	Must be a recommendation of a NEAT or DEF-approved audit, or County assessment protocol
High Efficiency Heat Pump Replacing a Heat Pump	New HP for Single-family home must be a minimum 15 SEER and 8.8 HSPF	\$475	Must be a recommendation of a NEAT or DEF-approved audit, or County assessment protocol. Incentive applicable on each new HP installed
High Efficiency Heat Pump Replacing Electric Resistance Heat	New HP for Single-family home must be a minimum 15 SEER and 8.8 HSPF	\$475	
High Efficiency Central Air Conditioning	New High Efficiency Central Air Conditioner replacing less efficient Central Air Conditioner for Single-family home. New Air Conditioner must have a minimum cooling rating of 16 SEER.	\$725	Must be a recommendation of a NEAT or DEF-approved audit, or County assessment protocol
Water Saving Showerheads	Maximum of 2.5 gallon per minute flow on homes with Electric Water Heaters	\$7 per showerhead	Maximum of 2 per home

Energy-efficient Light Bulbs	Replace less efficient bulbs with 9W LED's with similar lumen output	\$4.00 per bulb \$2.00 per bulb	Maximum of 6 light bulbs per household
Faucet Aerators	Replace less efficient specialty chandelier bulbs with 5W LED's Water Flow Reduction on homes with Electric Water Heaters	\$3 per Aerator	Maximum of 2 per household
Smart Power Strip	Smart Power Strip	\$10 per Power Strip	Maximum of 1 per household
Refrigerator	Must be Energy Star rated	\$125	1 per household
High Efficiency Heat Pump coupled with participation in Residential Load Management	Heat Pump must have a minimum cooling rating of 17 SEER and customer must enroll in the residential load management program (Energy Wise).	\$2,500 for new single-family homes \$1,525 for new multi-family homes	Maximum of one 3 ton unit per home Maximum of one 2 ton unit per home

Documentation of the Services must be completed in a form approved by Duke Energy and submitted to Duke Energy for each home indicating the improvements installed at the residence and the requested incentive amount.

4. **AUDIT**

To the extent allowed under Florida law, County shall make available to Duke Energy access to qualifying Customer records in each reporting period in support of the requested incentives. Duke Energy or any authorized representative of Duke Energy will have authority to inspect a minimum of 10% of the requested incentives. County shall preserve all information related to this Agreement and the incentives for a minimum period of three (3) years after termination of this Agreement, during which period Duke Energy shall have the right to conduct audits related to Customers for which a rebate was requested. Should discrepancies or questions arise, the information shall be preserved until agreement on its disposition is reached by the Parties.

5. **DEFAULT AND REMEDY**

A. Acts of Default. County shall be in default under this Agreement for failure to perform or fully satisfy any material obligation or condition created by this Agreement. In the event a measure was found to be improperly installed, defective or not present, the County will be notified of such deficiency.

B. Cure Period. In the event County defaults under this Agreement, County will be allowed thirty (30) days within which to cure the default.

C. Default Remedy. Should County fail to cure the default within the thirty (30) daytime period, and notwithstanding the provisions of paragraph 5.A, Duke Energy may immediately terminate this Agreement.

6. **TERMINATION**

A. Upon Notice. Either Party may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other.

B. Upon Default. Duke Energy may terminate this Agreement upon the County's default and failure to cure.

7. **INDEPENDENT CONTRACTOR**

In the performance of this Agreement, County is acting solely as an independent contractor. Nothing in this Agreement or the conduct of the Parties pursuant hereto shall be construed or implied to have created or to create between them any relationship of principal and agent, employer, employee, partners, or of joint ventures. Neither County nor its Parent Corporation, officers, directors, employees, agents, and contractors/subcontractors shall hold itself out as a representative, agent, partner, joint venture, licensee, employee, or other representative of Duke Energy.

8. **GOVERNING LAW AND VENUE**

A. Governing Law. This Agreement and the rights and obligations of the Parties to this Agreement shall be governed and construed in accordance with the laws of the State of Florida without giving effect to any principles of conflicts of laws where the giving of effect to any such principles would result in the laws of any other state or jurisdiction being applied to this Agreement.

B. Venue. Unless otherwise provided by law, any and all litigation between the Parties hereto arising out of this Agreement shall be instituted and maintained in the State Circuit Court of Orange County, Florida. Any cause of action arising by virtue of the laws of the United States shall be instituted in the United States District Court for the Middle District of Florida, Orlando Division. Such State and Federal courts shall have sole and exclusive jurisdiction over any such litigation or actions. The Parties hereby expressly and irrevocably waive the right to trial by jury in connection with any dispute arising out of this Agreement.

9. **ACKNOWLEDGMENT**

Both Parties acknowledge that they have had the opportunity to have this Agreement reviewed by legal counsel of their choice, and that they understand the terms and conditions contained herein, including the attachment hereto and in the extent of any ambiguity in the Agreement, such ambiguity shall not be construed against the drafter of the Agreement.

10. **MISCELLANEOUS**

A. Entire Agreement. The Agreement constitutes the entire understanding between Duke Energy and County relating to the subject matter hereof, superseding any prior or contemporaneous agreements or understanding between the Parties. The Parties shall not be bound by or be liable for any statement, prior negotiation, correspondence, representation, promise, draft agreements, inducement or understanding of any kind or nature not set forth or provided for herein. No prior course of dealing, usage of trade or course of performance shall be used to supplement or explain any term, condition, or instruction used in this Agreement.

B. Notice.

1. Unless otherwise stated herein, any notice required hereunder must be given in writing to the designated representative of each Party below within the required specified period of time. Notice is deemed to be delivered by the Party providing such notice to the receiving Party at the address provided in Paragraph 2 below in the following manner: (1) upon hand-delivery; (2) upon confirmation of transmittal by facsimile or telex; (3) within five (5) business days after depositing such notice with the United States Postal Service first-class, registered or certified mail; or (4) within two (2) business days after depositing such notice with a nationally-recognized overnight courier service.

2. The Parties' respective authorized representatives and mailing addresses are as follows:

Duke Energy:

Attn: Monique Trice
299 1st Avenue North
St. Petersburg FL. 33701
(727)-523-4573 (o)
(216) 333-2204 (m)
Monique.Trice@duke-energy.com

Orange County, Florida:

Housing and Community Development Division
Attn: Mitchell Glasser
525 E. South St.
Orlando, FL 32801

AND

Orange County Administration
Attn: Byron W. Brooks, AICP, County Administrator
201 S. Rosalind Avenue
Orlando, Florida 32801

3. Either Party may change its address or designated representatives for the receipt of notice, requests or other communications hereunder by providing the other Party with notice within ten (10) business days and in accordance with Paragraph 1 of this Subpart.

C. 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.

D. Waiver. There shall be no waiver by either Party of any right, remedy, term, condition, or provision of this Agreement unless such waiver is expressed in writing and signed by the Party against which such waiver is sought to be enforced. Nor shall any usage of trade, course of dealing, practice of performance, or failure to strictly enforce any term, right, obligation or provision of this Agreement by either Party be construed as a waiver of any provision herein unless such waiver is expressed in writing and signed by the Party against which such waiver is sought to be enforced.

E. Severability. In the event any provision, or any part or portion of any provision of this Agreement shall be deemed or defined by any law or order any court or any governmental agency, or regulatory body having jurisdiction over either Party, or held or declared by a court of competent jurisdiction to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the Parties shall be reduced or abated only to the extent required to remove or cure such illegal or unenforceable portion, so long as the Agreement is not affected in a manner or to the extent which would render it economically, technically, materially, or commercially infeasible to either Party.

F. Survival. Neither termination nor cancellation of this Agreement shall be deemed to relieve the Parties of any obligations hereunder that by their nature survive termination or cancellation.

G. Captions. The headings used throughout this Agreement are inserted for reference purposes only and are in no way to be construed as a limitation of the scope of the particular sections to which they refer.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective for all purposes as of the Effective Date.

DUKE ENERGY FLORIDA, LLC

By: Brittany Hill

Name (Print): Brittany Hill

Title: Sr. Sourcing Specialist

Date: May 22, 2024



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: Jerry L. Demings
for Jerry L. Demings
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: Jennifer Ann Kincaid
Deputy Clerk

Attachment A

Minimum Distribution Requirements

- Duke Energy shall be provided with proof of the County's tax ID status.
- Duke Energy shall be provided with the County's guidelines established for qualifying customers, in order to receive the energy improvements, with said guidelines to be subject to Duke Energy's review and approval and shall not be modified or changed without Duke Energy's prior written approval.
- **Duke Energy's LIWAP Program Manager shall be provided with a written invoice of homes completed and submitted for incentives.** The invoice shall include a LIWAP Data Form for each home submitted for incentives and must include the Customer's name, address, the amount the County is seeking as an incentive, this information shall be submitted electronically to: Monique.Trice@duke-energy.com.
- Disbursements to County shall be made by check or Electronic Funds Transfer payable to the County responsible for overseeing the Services that have been performed.

Attachment B



Duke Energy Low-Income Weatherization Program Agency Data Form

Duke Energy Account Number:		Invoice Number:		General House Data:	
Agency Name:			Square Footage _____		
Client Name:			Pre-CFM _____		
Service Address:		City/State/ZIP:		Post-CFM _____	
				Structure Age _____	
UR Type: (check one) <input type="checkbox"/> Single-Family (frame) <input type="checkbox"/> Single-Family (masonry) <input type="checkbox"/> Mobile Home <input type="checkbox"/> Other _____					
Completed Measures: Check Completions Only		Incentives			
Duct Leakage Repair <input type="checkbox"/> Yes <input type="checkbox"/> No		Duke Energy will pay up to \$175 of total cost.....		\$175.00 \$ _____	
Infiltration Reduction <input type="checkbox"/> Yes <input type="checkbox"/> No		Reduction must be equal to or greater than 25%		\$125.00 \$ _____	
HVAC Maintenance <input type="checkbox"/> Yes <input type="checkbox"/> No		Duke Energy will pay up to \$175 of total cost.....		\$175.00 \$ _____	
High-Efficiency Heat Pump:		Manufacturer's Name _____		SEER _____ HSPF _____	
Heat Pump Replacing Heat Pump					
Indoor Unit Model Number _____		Outdoor Unit Model Number _____		Must install 15.0 SEER and 8.8 HSPF or higher.....\$475.00 \$ _____	
Heat Pump Replacing Electric Resistance Heat Pump					
Indoor Unit Model Number _____		Outdoor Unit Model Number _____		Must install 15.0 SEER and 8.8 HSPF or higher.....\$475.00 \$ _____	
High-Efficiency Central Air Conditioning:					
Central Air Conditioning Replacement					
Indoor Unit Model Number _____		Must install 16.0 SEER and 8.2 HSPF or higher.....\$725.00 \$ _____			
High-Efficiency Heat Pump with Load Management:					
Indoor Unit Model Number _____		Outdoor Unit Model Number _____		Must install 17.0 SEER and 8.2 HSPF or higher.....	
				\$2,600 for single-family home..... \$ _____	
				\$1,520 for multifamily home..... \$ _____	
Insulation:					
R-2 or less, up to R-38 Duke Energy will pay \$.50 per sq. ft.; max. \$1,000 per home					
Total Sq. Ft. Insulated _____		Sq. Ft. x \$0.50		\$ _____	
R-19 or greater, up to R-38 Duke Energy will pay \$.50 per sq. ft.; max. \$725 per home					
Total Sq. Ft. Insulated _____		Sq. Ft. x \$0.50		\$ _____	
Water Heating (choose one):					
<input type="checkbox"/> Water Heater Wrap		<input type="checkbox"/> Pipe Wrap		<input type="checkbox"/> Water Heater Repair	
				<input type="checkbox"/> Water Heater Replacement.....\$48.00 \$ _____	
Miscellaneous Items: Requirements:					
Low-Flow Showerheads		Maximum of 2.5 gallon per minute flow; max. two per household		\$7.00 per showerhead _____ x \$7.00 \$ _____	
5-W LED Bulbs		Maximum six 5-W LED bulbs per household		\$4.00 per lamp _____ x \$4.00 \$ _____	
Faucet Aerators		Maximum two per household		\$3.00 per aerator _____ x \$3.00 \$ _____	
Refrigerator Replacement		Maximum one per home; must be ENERGY STAR®		\$125.00 \$ _____	
Smart Power Strip		Maximum one per home		\$10.00 per power strip _____ x \$10.00 \$ _____	
				Total Incentives: \$ _____	