



Dianne M. Triplett  
DEPUTY GENERAL COUNSEL

March 3, 2025

**VIA ELECTRONIC FILING**

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

Re: *Petition For Termination of Duke Energy Florida, LLC's My Energy Bill+  
Program With Income Qualified Component  
Docket \_\_\_\_\_*

Dear Mr. Teitzman:

On behalf of Duke Energy Florida, LLC ("DEF"), please find enclosed for electronic filing:

- Petition For Termination of My Energy Bill+ Program With Income Qualified Component;
- Exhibit A - Legislative Format Tariffs (First Revised 6.415 through 6.417); and
- Exhibit B - Clean Format Tariffs (First Revised 6.415 through 6.417).

Thank you for your assistance in this matter. Should have any questions, please feel free to contact me at (727) 820-4692.

Sincerely,

/s/ Dianne M. Triplett

Dianne M. Triplett

DMT/mh  
Enclosures

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition for Termination of Duke  
Energy Florida, LLC's My Energy Bill +  
Program with Income Qualified Component

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Docket No. \_\_\_\_\_

Filed: March 3, 2025

**PETITION FOR TERMINATION OF DUKE ENERGY FLORIDA, LLC'S MY ENERGY  
BILL+ PROGRAM WITH INCOME QUALIFIED COMPONENT**

Pursuant to Rules 25-9.004, 25-9.033, and 25-6.115, Florida Administrative Code, Duke Energy Florida, LLC ("DEF" or "the Company") hereby petitions this Commission for termination of DEF's Optional Rate Schedule - Tariff Sheet Nos. 6.415 – 6.417, which sets forth the My Energy Bill + Program with Income Qualified Component ("the My Energy Bill+ program"). DEF seeks to terminate the Program due to low customer enrollment. In support of this Petition, DEF states as follows:

1. The Petitioner's name and address are:

Duke Energy Florida, LLC  
299 1st Avenue North  
St. Petersburg, Florida 33701

2. Any pleading, motion, notice, order, or other document required to be served upon

DEF or filed by any party to this proceeding should be served upon the following individuals:

Dianne M. Triplett  
[Dianne.Triplett@duke-energy.com](mailto:Dianne.Triplett@duke-energy.com)  
Duke Energy Florida, LLC  
299 1<sup>st</sup> Avenue North  
St. Petersburg, Florida 33701  
(727) 820-4962  
(727) 820-5041 (fax)

Stephanie Cuello  
Duke Energy Florida, LLC  
106 E. College Avenue, Ste. 800  
Tallahassee, FL 32301

Matthew R. Bernier  
[Matthew.Bernier@duke-energy.com](mailto:Matthew.Bernier@duke-energy.com)  
[FLRegulatoryLegal@duke-energy.com](mailto:FLRegulatoryLegal@duke-energy.com)  
Duke Energy Florida, LLC  
106 E. College Avenue, Ste. 800  
Tallahassee, FL 32301  
(850) 521-1428  
(727) 820-5041 (fax)

[Stephanie.Cuello@duke-energy.com](mailto:Stephanie.Cuello@duke-energy.com)  
(850) 521-1425  
(727) 820-5041 (fax)

3. DEF is the utility primarily affected by the request in this Petition. DEF is an investor-owned electric utility, regulated by the Commission, and is a wholly-owned subsidiary of Duke Energy Corporation. The Company's principal place of business is located at 299 1<sup>st</sup> Avenue North, St. Petersburg, Florida 33701. DEF serves approximately 2.0 million retail customers in Florida.

4. This Petition is being filed consistent with Rule 28-106.201, F.A.C. The agency affected is the Commission, located at 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399. This case does not involve reversal or modification of an agency decision or an agency's proposed action. Therefore, subparagraph (c) and portions of subparagraphs (b), (e), (f), and (g) of subsection (2) of that rule are not applicable to this Petition. In compliance with subparagraph (d), DEF states that it is not known at this time which, if any, of the issues of material fact set forth in the body of this Petition may be disputed by any others who may plan to participate in this proceeding.

5. The My Energy Bill+ program is a voluntary fixed bill program that allows DEF to have limited control of participating customer's thermostats. Under the Program, DEF is allowed to control customer's thermostats by adjusting the temperature within a specified range during specified demand response events. In exchange, participating customers pay a fixed monthly bill for a full year with no true-up costs regardless of usage, with a lower risk adder compared to DEF's approved FixedBill program. The My Energy Bill + Program was approved In Order No. PSC-2022-0426-TRF-EI.

6. DEF launched the first My Energy Bill+ offers to customers in November 2022. Additional offers were sent from March – May 2023. After sending 358,164 customers multiple direct marketing offers, DEF received 142 enrollments. During these enrollment periods, DEF also offered Income Qualified customers a free smart thermostat and installation. DEF completed a total of 41 smart thermostat installs for Income Qualified customers. Currently, there are 130 customers enrolled in the Program.

7. Due to lack of customer interest in My Energy Bill+, DEF seeks to close the current program to new customers and ultimately terminate the program once customers currently on the program are transitioned to another rate. The tariff sheets, Section No. VI, Sheet Nos. 6.415 – 6.417, necessary to effectuate the closing of the program are included as Exhibits A and B to this Petition. DEF will work with enrolled customers to transition them to the FixedBill program, if eligible, or Budget Billing, or to return them to their previous standard rate. Once this has occurred, DEF requests that the Commission grant its Staff administrative authority to approve tariff sheets to terminate the My Energy Bill+ program.

WHEREFORE, DEF respectfully requests the Commission to:

- 1) approve this Petition to close the My Energy Bill+ program to new participants, as reflected in Exhibits A and B attached hereto; and
- 2) grant Commission Staff administrative authority to approve tariff sheets reflecting termination of the program after all existing customers are removed from rate schedule.

This 3<sup>rd</sup> day of March, 2025.

Respectfully submitted,

/s/ Dianne M. Triplett  
**DIANNE M. TRIPLETT**  
Deputy General Counsel

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St. Petersburg, Florida 33701  
T: (727) 820-4692  
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[FLRegulatoryLegal@duke-energy.com](mailto:FLRegulatoryLegal@duke-energy.com)

**EXHIBIT A**

**Legislative Format Tariffs**

**(1 copy)**

Sheet Nos. 6.415 – 6.417

**RATE SCHEDULE MEB-1**  
**Optional – My Energy Bill+ Program**  
**(Closed to New Customers as of 08/01/2025)**

**Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

To customers taking service under the Company's Standard Residential Tariff rate schedules who have lived in their current residence for the previous 12 months, have had their electricity priced on the Company's Standard Residential Tariffs for the previous 12 months, have a load profile that can be modeled with reasonable predictability, and are current on their electric service bill. Within the last 12 months, the customer may not have:

- 1) Defaulted on a payment arrangement;
- 2) Entered into a multi-month payment arrangement;
- 3) Had a payment that was not honored by a financial institution; or
- 4) Been disconnected for non-payment of electric service.

Customers must have a whole-home, centrally controlled, electric-based heating and cooling system(s) and have an installed, active, and eligible *My Energy Bill+* Program peak usage management device(s) and grant the Company the ability to manage specific customer owned assets outside of applicable Commission-approved DSM programs during *My Energy Bill+* Program events. If a customer is eligible in the Income Qualified (IQ) program, the Company may provide a discounted smart thermostat to the customer. For IQ customers, the Company may waive some or all of the four enumerated requirements above.

**Character of Service:**

Electric energy supplied hereunder must meet the Character of Service and usage specifications consistent with service under the Company's Standard Residential Tariffs. Upon enrollment, an individual profile will be created for each *My Energy Bill+* participant, informed by factors such as payment history, detailed residential energy usage, seasonal variation data, and thermostat type.

**Limitation of Service:**

Service under this rate schedule is not available to net metering customers, customers with multiple electric meters on one account, or Non-Standard Meter Rider (NSMR-1) customers. Customers may only participate in one of the following: MEB-1 (*My Energy Bill+*), FB-1 (*FixedBill*), or Budget Billing.

*My Energy Bill+* program events shall be operated separately from the RSL-1 and RSL-2 load management program events. Priority in a critical capacity situation shall be given to all demand-side management program events, including RSL-1 and RSL-2 load management program events over *My Energy Bill+* program events.

**My Energy Bill+ Amount:**

Subject to its Terms and Conditions, the Company's *My Energy Bill+* Program offers customers a predetermined electric bill for 12 months and protects participating customers from unpredictable bills caused by weather related usage and certain changes in electric rates, in exchange for specific Company-managed control of the customer's load. The customer's Monthly *My Energy Bill+* Amount will be calculated starting with 12 months of past Actual Usage data, applying weather normalization and any applicable Usage and Risk Adders.

$$[(\text{Predicted Weather Normalized Monthly kWh Usage} \times (1 + \text{Usage Adder})) \times (\text{expected Non-Fuel Energy Charges including expected Cost Recovery Factors, expected Fuel Cost Recovery Factor and expected Asset Securitization Charge})] \times (1 + \text{Risk Adder}) - \text{expected applicable credits} + \text{expected customer charge.}$$

The monthly *My Energy Bill+* Amount will not include Applicable Taxes and other charges such as service charges, lighting and non-regulated products and services. Applicable Taxes and fees will be applied to the *My Energy Bill+* Amount and included in the total amount due.

**Definitions:**

**Actual Energy Usage:** The customer's actual energy usage for a designated time period.

**Actual Weather:** Weather experienced during a historical time period measured using actual heating degree-days and cooling degree-days.

**Applicable Removal Charges:** Charges incurred when the customer discontinues *My Energy Bill+* service before the 12-month Service Agreement period expires. The Company will calculate what the customer would have paid under the RS-1 rate schedule during the *My Energy Bill+* Service Agreement period. If the customer has paid less than the RS-1 rate schedule, the customer will be charged the difference. If the customer paid more than the RS-1 rate schedule, the customer will not be credited the difference.

(Continued on Page 2)

**RATE SCHEDULE MEB-1**  
**Optional – My Energy Bill+ Program**  
**Closed to New Customers as of 08/01/2025**  
(Continued from Page No. 1)

**Applicable Taxes:** See Rate Schedule BA-1, Sheet No.6.105, 6.106, and 6.107.

**Asset Securitization Charge:** See Rate Schedule BA-1, Sheet no. 6.105 and 6.106.

**Cost Recovery Factors:** See Rate Schedule BA-1, Sheet no. 6.105 and 6.106.

**Event Opt Out:** When a customer overrides the Company's management of the customer's specific load during an event, thus not allowing the Company to reduce the customer's usage during the event.

**Fuel Cost Recovery Factor:** See Rate Schedule BA-1, Sheet no. 6.105 and 6.106.

**Income Qualified (IQ) Program:** Customers earning less than 200% of the Federal Poverty Guidelines are eligible to participate in the IQ program.

**My Energy Bill+ Amount:** A predetermined fixed bill amount over a twelve (12) month period as described in the "My Energy Bill+ Amount" section above.

**My Energy Bill+ Program Events:** Also referred to as an "event". This is the period during which the Company manages the customer's specific load. The frequency and duration of events are defined in the Terms and Conditions below.

**Non-Fuel Energy Charge:** See Rate Schedule RS-1, Sheet no. 6.120.

**Non-Standard Meter Rider:** See Rate Schedule NSMR-1, Sheet no. 6.400.

**Normal Weather:** Weather at the 50<sup>th</sup> weather percentile based on the Company's historical seasonal heating degree-days and cooling degree-days.

**Peak Usage Management Device:** Devices that are approved for use in the Company's *My Energy Bill+* Program, including but not limited to smart thermostats.

**Predicted Weather Adjusted Total kWh Usage:** The customer's predicted total usage (kWh) for the applicable time period based on Actual Weather.

**Predicted Weather Normalized Monthly kWh Usage:** The customer's predicted monthly usage (kWh) based on Normal Weather.

**Risk Adder:** This adder is used to compensate the Company for the risk associated with weather-related consumption and non-weather-related impacts. The initial risk adder will be capped at 4%. This adder will be applied each year that the customer is on the *My Energy Bill+* program and may be lowered based on a participating customer's individual profile and behavioral responses.

**Service Agreement:** A contractual agreement entered into between the Company and the customer for a twelve (12) month term specifying the *My Energy Bill+* Amount and all requirements associated with allowing management of the specific customer owned assets.

**Standard Residential Tariff:** The Company's RS-1, RST-1, RSL-1, RSL-2, and LMR-1 Rate Schedules, beginning Sheet Nos. 6.120, 6.140, 6.130, 6.135, and 6.425, respectively.

**Usage Adder:** This adder is used to compensate the Company for the risk associated with increased usage by customers in their first year while on *My Energy Bill+* not associated with weather. The initial usage adder will be capped at 6%. This adder will only be applied during the customer's first year on the *My Energy Bill+* program.

**Terms and Conditions:**

1. The customer will enter into a Service Agreement with the Company that will specify the monthly *My Energy Bill+* Amount that the customer will be required to pay and, as applicable, all requirements associated with allowing control of customer owned assets.
2. The term of the Service Agreement will be for twelve (12) months. The Company will calculate a new monthly *My Energy Bill+* Amount for the following year and notify the customer of the new contractual amount before the current 12-month *My Energy Bill+* period expires. The customer will be automatically renewed at the new monthly *My Energy Bill+* Amount for the following year unless the customer notifies the Company of their intent to be removed from the *My Energy Bill+* program.
3. The frequency and duration of *My Energy Bill+* Events will be in accordance with the *My Energy Bill+* program's Service Agreement.

(Continued on Page 3)



**RATE SCHEDULE MEB-1**  
**Optional – My Energy Bill+ Program**  
**(Closed to New Customers as of 08/01/2025)**  
(Continued from Page No. 2)

**Terms and Conditions (Continued):**

4. Removal from the program:

*A. Move from Current Residence.*

If a participating customer moves from their current residence before the 12-month Service Agreement period expires, Applicable Removal Charges will apply.

*B. Delinquent My Energy Bill+ Payments.*

If a customer becomes delinquent in a *My Energy Bill+* payment, the Company will follow standard procedures for Standard Residential Tariff customers. If the customer is disconnected for nonpayment, the customer will be removed from the *My Energy Bill+* program and Applicable Removal Charges will apply.

*C. Increased Actual Energy Usage Above Expected Usage (Excess Usage).*

The Company reserves the right to terminate the customer's *My Energy Bill+* program Service Agreement if the customer's total Actual Energy Usage exceeds their Predicted Weather Adjusted Total kWh Usage by at least 30% for at least three months. If the customer is removed from the *My Energy Bill+* program due to excessive usage, Applicable Removal Charges will apply. The Company will notify the customer in advance if they are at risk of being removed from the program due to excessive usage.

*D. Customer Voluntary Removal.*

If a customer chooses to leave the *My Energy Bill+* program prior to the end of the 12-month Service Agreement period, the customer will be removed from the *My Energy Bill+* program and Applicable Removal Charges will apply. After the end of each *My Energy Bill+* Service Agreement period, eligible customers will automatically renew for the next *My Energy Bill+* Service Agreement period unless the customer indicates their intention to return to the Standard Residential Tariff. If the Standard Residential Tariff election is made prior to the automatic renewal of the *My Energy Bill+* Service Agreement, no Applicable Removal Charges will apply.

*E. Event Opt Outs*

If a customer is removed from the *My Energy Bill+* program due to excessive program event opt outs, Applicable Removal Charges will apply. The Company will notify the customer in advance if they are at risk of being removed from the program due to excessive opt outs.

*F. Emergency Conditions/Deceased Customers.*

Company shall have the right to waive the Applicable Removal Charges if the circumstances giving rise to the application of such charges are directly related to a natural disaster or other similar conditions for which an emergency has been declared by a governmental body authorized to make such a declaration. Company shall also waive the Applicable Removal Charges if presented with evidence that the customer is deceased before the end of the 12-month Service Agreement period.

**EXHIBIT B**

**Clean Copy Format Tariffs**

**(1 Copy)**

Sheet Nos. 6.415 – 6.417

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(Continued from Page No. 1)

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3. The frequency and duration of *My Energy Bill+* Events will be in accordance with the *My Energy Bill+* program's Service Agreement.

(Continued on Page 3)

**ISSUED BY:** Thomas G. Foster, Vice President, Rates & Regulatory Strategy - FL

**EFFECTIVE:**

**RATE SCHEDULE MEB-1**  
**Optional – My Energy Bill+ Program**  
**(Closed to New Customers as of 08/01/2025)**  
(Continued from Page No. 2)

**Terms and Conditions (Continued):**

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*C. Increased Actual Energy Usage Above Expected Usage (Excess Usage).*

The Company reserves the right to terminate the customer's *My Energy Bill+* program Service Agreement if the customer's total Actual Energy Usage exceeds their Predicted Weather Adjusted Total kWh Usage by at least 30% for at least three months. If the customer is removed from the *My Energy Bill+* program due to excessive usage, Applicable Removal Charges will apply. The Company will notify the customer in advance if they are at risk of being removed from the program due to excessive usage.

*D. Customer Voluntary Removal.*

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*F. Emergency Conditions/Deceased Customers.*

Company shall have the right to waive the Applicable Removal Charges if the circumstances giving rise to the application of such charges are directly related to a natural disaster or other similar conditions for which an emergency has been declared by a governmental body authorized to make such a declaration. Company shall also waive the Applicable Removal Charges if presented with evidence that the customer is deceased before the end of the 12-month Service Agreement period.