

State of Florida



## Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FLORIDA 32399-0850

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

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**DATE:** April 24, 2025

**TO:** Office of Commission Clerk (Teitzman)

**FROM:** Division of Economics (Ward, Hampson) *ep*  
Office of the General Counsel (Brownless) *JSC*

**RE:** Docket No. 20250037-EI – Petition for termination of my energy bill+ program with income qualified component, by Duke Energy Florida, LLC.

**AGENDA:** 05/06/25 – Regular Agenda – Tariff Filing – Interested Persons May Participate

**COMMISSIONERS ASSIGNED:** All Commissioners

**PREHEARING OFFICER:** Administrative

**CRITICAL DATES:** 8-month effective date: 11/03/25 (60-day suspension date waived by the utility)

**SPECIAL INSTRUCTIONS:** None

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### Case Background

On March 3, 2025, Duke Energy Florida, LLC (Duke or the utility) filed a petition to close to new customers, and ultimately terminate, its optional My Energy Bill+ Program with Income Qualified Component (My Energy Bill+ Program) contained in Tariff Sheet Nos. 6.415 – 6.417. These tariff sheets are contained in Attachment A to this recommendation. The utility states that it wants to terminate the My Energy Bill+ Program due to a lack of customer interest. The My Energy Bill+ Program is a fixed bill program that allows Duke to have limited control of a participating customer's thermostat during specified demand response events. In exchange for this control, participating customers pay a fixed monthly bill for a year with no true-up costs. The bill calculation includes a usage adder of six percent during the first year of participation,

plus a risk adder of four percent, which is lower than Duke's FixedBill tariff. The My Energy Bill+ Program was approved in Order No. PSC-2022-0246-TRF-EI.<sup>1</sup>

If the petition is approved, Duke states that it would work with enrolled customers to transition them to the FixedBill program, Budget Billing, or return them to their previous standard rate schedule. Once all customers have been transitioned out of the My Energy Bill+ Program, Duke requests that the Commission grant staff administrative authority to approve tariff sheets to terminate the program.

Duke's current FixedBill tariff is a flat bill program that allows participating customers to receive a fixed monthly bill for 12 months, which is calculated using the prior 12 months of actual usage data, applying weather normalization, plus an additional risk and usage adder. The FixedBill tariff was first approved by Order No. PSC-2017-0451-AS-EU and became effective on March 1, 2018.<sup>2</sup>

During the evaluation of the petition, staff issued a data request for which responses were received on April 7, 2025. The Commission has jurisdiction over this matter pursuant to Sections 366.03, 366.04, 366.05, and 366.06, Florida Statutes (F.S.).

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<sup>1</sup> Order No. PSC-2022-0246-TRF-EI, issued December 14, 2022, in Docket No. 20220106-EI, *In re: Petition for approval of new my energy bill+ program with income qualified component, by Duke Energy Florida, LLC.*

<sup>2</sup> Order No. PSC-2017-0451-AS-EU, issued November 20, 2017, in Docket No. 20170183-EI, *In re: Application for limited proceeding to approve 2017 second revised and restated settlement agreement, including certain rate adjustments, by Duke Energy Florida, LLC.*

## Discussion of Issues

**Issue 1:** Should the Commission approve Duke's request to close the My Energy Bill+ Program to new customers and grant staff administrative authority to approve tariff sheets to terminate the program once all customers have been transitioned to an alternative rate schedule?

**Recommendation:** Yes. The Commission should approve Duke's request to close the My Energy Bill+ Program to new customers as of August 1, 2025 and approve the tariffs contained in Attachment A to the recommendation. Additionally, the Commission should grant staff administrative authority to approve tariff sheets to terminate the program once all customers have been transitioned to an alternative rate schedule. (Ward)

### **Staff Analysis:**

#### **My Energy Bill+ Program Participation**

Duke launched its first My Energy Bill+ offers to customers in November 2022. In its petition, the utility stated that additional offers were sent from March to May 2023. Duke stated that after sending 358,164 customers multiple direct marketing offers, including by mail and by email, only 142 customers enrolled in the program. Duke stated that the cost of the marketing offers was \$295,695 and the costs were recovered below-the-line.<sup>3</sup> Currently, there are 130 customers enrolled in the program. Due to lack of customer interest in the My Energy Bill+ Program, Duke seeks to close the program to new customers and ultimately terminate the program.

For participating in the program, Duke also offered income qualified customers a free smart thermostat and installation, of which Duke completed 41 installations. The utility asserted that customers who received smart thermostat installations through the program will continue to own them if the My Energy Bill+ Program is terminated.<sup>4</sup>

The utility stated that the annual program costs for the My Energy Bill+ Program are \$288,510 for year 1, \$379,650 for year 2, and \$459,275 for year 3.<sup>5</sup> The utility also stated that program costs are expected to increase annually based on vendor costs to support smart thermostat enrollment. All program costs are recorded below-the-line.

#### **Closure and Termination of My Energy Bill+ Program**

In its petition, Duke stated that if the program is closed it would work with enrolled customers to transition them to an alternative rate schedule. Customers would be transferred to the FixedBill program, Budget Billing, or returned to their previous standard rate schedule. Duke stated that it plans to allow customers to complete their current My Energy Bill+ 12-month service agreement.<sup>6</sup> Two months before the end of the agreement period, customers will receive an email from the utility informing them that the program will be terminated and other billing options are

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<sup>3</sup> Responses to Staff's First Data Request, Response No. 7.

<sup>4</sup> Responses to Staff's First Data Request, Response No. 3.

<sup>5</sup> Responses to Staff's First Data Request, Response No. 2.

<sup>6</sup> Responses to Staff's First Data Request, Response No. 4.

available. The utility stated that it expects all customers to be transitioned out of the My Energy Bill+ Program by October 2026.<sup>7</sup>

Additionally, Duke requests that the Commission grant staff administrative authority to approve tariffs to terminate the program after all customers have been transitioned out of the My Energy Bill+ Program. If this recommendation is approved, staff will approve tariffs to terminate the My Energy Bill+ Program once staff has confirmed that all customers have been removed from the rate schedule. The utility stated that it will notify staff once all customers have been removed from the My Energy Bill+ Program, including details about the new billing or payment option selected by each customer.<sup>8</sup>

### **Conclusion**

Based on the petition and the utility's response to staff's data request, staff believes that the Commission should approve Duke's request to close the My Energy Bill+ Program to new customers as of August 1, 2025 and approve the tariffs contained in Attachment A to the recommendation. Additionally, the Commission should grant staff administrative authority to approve tariff sheets to terminate the program once all customers have transitioned to an alternative rate schedule. Due to the lack of customer interest and the availability of alternative fixed bill and budget billing rate schedules, staff believes the proposal is reasonable.

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<sup>7</sup> Responses to Staff's First Data Request, Response No. 6.

<sup>8</sup> Responses to Staff's First Data Request, Response No. 5.

**Issue 2:** Should this docket be closed?

**Recommendation:** Yes. If no protest is filed by a person whose substantial interests are affected within 21 days of the issuance of the Order, this docket should be closed upon the issuance of a Consummating Order. However, if a timely protest is filed in this docket, this docket shall remain open, and the current tariff remain in effect, until the resolution of the protest. (Brownless)

**Staff Analysis:** If no protest is filed by a person whose substantial interests are affected within 21 days of the issuance of the Order, this docket should be closed upon the issuance of a Consummating Order. However, if a timely protest is filed in this docket, this docket shall remain open, and the current tariff remain in effect, until the resolution of the protest.



**SECTION NO. VI**  
**FIRST-SECOND REVISED SHEET NO. 6.415**  
**CANCELS ORIGINAL FIRST REVISED SHEET NO. 6.415**

Page 1 of 3

**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)

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

**EFFECTIVE:** January 4, 2025



**SECTION NO. VI**  
**FIRST-SECOND REVISED SHEET NO. 6.416**  
**CANCELS ORIGINAL FIRST REVISED SHEET NO. 6.416**

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**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)

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

**EFFECTIVE:** **January 1, 2025**



SECTION NO. VI  
FIRST REVISED SHEET NO. 6.417  
CANCELS ORIGINAL SHEET NO. 6.417

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**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.

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

**EFFECTIVE: December 6, 2022**