



Dianne M. Triplett  
DEPUTY GENERAL COUNSEL

June 3, 2022

**VIA ELECTRONIC FILING**

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

Re: *Petition for Approval of Duke Energy, LLC's New 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 Approval of DEF's New My Energy Bill+ with Income Qualified Component;
- Exhibit A -Legislative Format Tariffs (Twenty-Sixth Revised-6.100 and Original Sheets-6.415 and 6.417);
- Exhibit B -Clean Format Tariffs (Twenty-Sixth Revised-6.100 and Original Sheets-6.415 and 6.417);
- Exhibit C - Thermostat Optimization and Demand Response Events; and
- Exhibit D - MFR Schedule E-14 Unitized Cost of Service

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

Enclosures

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

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

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

Filed: June 3, 2022

**PETITION FOR APPROVAL OF DUKE ENERGY FLORIDA, LLC’S NEW 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 approval of DEF’s New Optional Rate Schedule - Tariff Sheet Nos. 6.415 – 6.417, which sets forth a new My Energy Bill + Program with Income Qualified Component (“the Program”) and edits to the Index Tariff Sheet No. 6.100. The Program will provide customers an option to obtain bill certainty and contribute to the reduction of peak demand, while also allowing income qualified customers the opportunity to obtain a free or discounted smart thermostat. By managing customer load during monthly peaks and reducing the cost to serve, the Program will ultimately be able to translate savings into lower rates for all customers in future rate cases. In support of this Petition, DEF states as follows:

**I. Background and Preliminary Information**

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)

Matthew R. Bernier  
[Matthew.Bernier@duke-energy.com](mailto:Matthew.Bernier@duke-energy.com)

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299 1<sup>st</sup> Avenue North  
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(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 1.9 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 Florida Public Service 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. On April 23, 2021, in Docket No. 20210016-EI, DEF filed a Memorandum of Understanding (MOU) entered into with Vote Solar, the Southern Alliance for Clean Energy

(SACE), and the CLEO Institute. DEF committed in that MOU to, among other things, develop and file a bill certainty program. Specifically, paragraph 4 provides:

To address bill certainty, within 12 months of the final written Commission order approving the 2021 Settlement Agreement, DEF will file for Commission approval of a bill certainty offering that leverages controllable customer devices and targets low-income customers. This low-income targeted program will leverage the Company's existing fixed bill program, but through greater customer engagement, customer-owned controllable devices, and more precise cost basis for regulated accounting, will allow for lower costs compared to the existing fixed bill program. The Company is proposing targeting low-income customers with Fixed Bill offers that contain lower risk adders, but maintain the current bill certainty and zero true-up attributes of the current program. In exchange, customers grant the Company some energy management control, for example through thermostats, that allow for adjusting consumption profiles away from high cost-to-serve times. In combination, the offer would provide customers with both bill certainty without a true up and attractive overall costs compared to current flat bill programs. The Company will work with stakeholders to determine if caps are necessary and at what level. The proposed program will offer a fixed bill option for customers based on (1) forecasted consumption including consumption uncertainty and (2) the extent to which customers grant the utility control of devices in order to respond to dynamic price signals. While the current Fixed Bill program contains adders to account for consumption uncertainty in exchange for the lack of a true-up, the proposed program is based on exchanging the true-up for utility granted device control. If sufficient control is granted such that consumption uncertainty can be appropriately managed by the utility (based on the more precise cost basis for regulated accounting), lower fixed bills can be achieved for participants even without a necessary true-up. Similar to the current Fixed Bill program, there would be no up-front cost to customers. DEF may cap the number of participants so that it can study the effectiveness of the program. DEF will

consider input from signatories in developing the marketing strategy and will use best efforts to obtain funding for free thermostats for low-income participants that need them in order to participate. During the same time horizon, the Company will actively pursue a variety of approaches, such as Round-up (which leverages voluntary customer donations), to make funds available to low income customers to reduce the cost of certain controllable devices that could be leveraged in this low-income bill certainty program.

## **II. Program Details**

6. This Program is a subscription that offers all eligible residential customers a flat bill with a lower risk premium as compared to the current Your FixedBill Program and other incentives in exchange for granting DEF access to their smart thermostat to control during periods of peak usage. The Program will also offer 1,000 income qualified (IQ) customers a free smart thermostat; this expands accessibility for households to participate in new programs. DEF will continue to seek ways to offer IQ customers heavily discounted thermostats and installation through collaboration with partners after the initial 1,000 IQ customers participate. The overall program is planned to launch as early as second quarter 2023, but we will update Commission Staff with the exact effective date. Exhibits A and B to this Petition contain proposed tariff sheets in legislative format and clean copy format respectively, including Section No. VI, Twenty Sixth Revised Sheet No. 6.100, and Original Sheet Nos. 6.415 – 6.417 of DEF’s Retail Tariff Rate Schedule.

7. Components of this subscription include the following:

- My Energy Bill +: A flat-monthly energy bill for a full year with no settle-up costs regardless of usage.

- Thermostat Optimization (Peak Usage Management): Customer enrolls a smart thermostat in a program that helps DEF manage peak demand. Exhibit C to this Petition contains details and parameters of the Thermostat Optimization / Peak Usage Management Events.
  - Note: Enrolling a smart thermostat in Thermostat Optimization is mandatory to receive the holistic My Energy Bill+ program offer. It is not possible to only enroll in the My Energy Bill+ offer without the Thermostat Optimization.

8. To inform the design of the Program, the Company conducted a survey of customers. A significant segment of customers, particularly those with limited or fixed incomes, are interested in a fixed bill offering that also helps reduce their bill, relative to the Your FixedBill program, through the use of utility-controlled smart thermostats. Specifically, approximately 17 percent of Duke Energy Florida IQ customers would be very interested in a regular fixed bill program, and 25 percent of IQ customers would be very interested if presented with a subscription offering. A subscription program can eliminate volatility in electric bills. The survey also found substantial interest (32 percent) from IQ customers in receiving a smart thermostat. This interest from IQ customers supports the Company's reasoning for offering heavily discounted smart thermostats, which reduces barriers to IQ customer participation in My Energy Bill+.

9. DEF recently operated a pilot program using the FB-1 tariff to develop a framework for My Energy Bill+ and determine the Company's ability to predict and impact peak load. The pilot program has run peak usage management events since September 2021 and with nine months of operation, DEF has successfully utilized a load peak usage management event at the monthly system peak time in seven out of the nine months.

10. To help ensure DEF can provide an attractive offer, deliver beneficial load shaping and ensure non-participants do not experience undue cost shifts from the Program, the Company will utilize the Unit Cost Mechanism (UCM). The UCM is consistent with how Your FixedBill works today. Both Your FixedBill and My Energy Bill+ have a below-the-line program that remits revenue back to the above-the-line utility. Compared to the standard RS rate design, which is simplified for customers and provides little incentive for beneficial load shaping, the UCM is more reflective of cost causation. Through the UCM, the utility has an incentive to shape load based on highly complex price signals while ensuring non-participants do not experience undue cost-shifts.

11. The UCM base rate calculation will be consistent with Minimum Filing Requirement Schedule E-14, Attachment H, filed on January 28, 2021 in Docket No. 20210016, as shown in Exhibit D to this Petition. The UCM clause rate calculations will be consistent with RST-1, in order to align with the time-of-use energy charge calculations for the Fuel Cost Recovery Clause.

12. Due to the load shaping of the smart thermostats and through the use of the UCM, My Energy Bill+ will offer a lower risk premium than Your FixedBill – offering a risk adder no more than 4% rather than the 6% in the latter program. It is critical to the Program that participating customer's load can be shaped through utility control of smart thermostats. Any customer that opts-out of the peak usage management events excessively will be removed from the program to ensure the Program creates benefits for all customers.

13. For the reasons stated above, DEF requests approval of this new Program. It will provide customers with bill certainty, while also providing them a new program and billing option. Separately, it will provide customers with incentives for utilizing grid-connected, smart devices, such as thermostats, while giving the Company the ability to reduce peak demand. Additionally,

the Program reduces a potential barrier to IQ customer participation by providing a free smart thermostat for no less than 1,000 IQ customers, partially paid for through a donation from the Share the Light Fund, and generous companies willing to donate hardware.

WHEREFORE, DEF respectfully requests the Commission approve this Petition and its Program, as reflected in Section No. VI, Original Sheet Nos. 6.415 – 6.417 of DEF’s Retail Tariff Rate Schedule as set forth in Exhibits A and B attached hereto.

This 3<sup>rd</sup> day of June, 2022.

Respectfully submitted,

*/s/ Dianne M. Triplett*

**DIANNE M. TRIPLETT**

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**EXHIBIT A**

**Legislative Format Tariffs**

**(1 copy)**

Twenty-Sixth Revised Sheet No. 6.100

Original Sheet Nos. 6.415 – 6.417



SECTION NO. VI  
 TWENTY ~~SIXTH~~ REVISED SHEET NO. 6.100  
 CANCELS TWENTY ~~FIFTH~~ REVISED SHEET NO. 6.100

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Page 1 of 1

FPSC UNIFORM  
 RATE SCHEDULE  
 DESIGNATION

INDEX OF RATE SCHEDULES

BEGINS ON  
 SHEET NO.

BA-1	Billing Adjustments	6.105
SC-1	Service Charges	6.110
RS-1	Residential Service	6.120
RSL-1	Residential - Load Management (Optional)	6.130
RSL-2	Residential - Load Management - Winter Only - (Optional)	6.135
RST-1	Residential Service (Optional Time of Use)	6.140
GS-1	General Service - Non-Demand	6.150
GST-1	General Service - Non-Demand (Optional Time of Use)	6.160
GS-2	General Service - Non-Demand (100% Load Factor Usage)	6.165
GSD-1	General Service - Demand	6.170
GSDT-1	General Service - Demand (Optional Time of Use)	6.180
GSLM-1	General Service - Load Management (Optional)	6.220
GSLM-2	General Service - Load Management - Standby Generation	6.225
CS-2	Curtailable General Service	6.235
CS-3	Curtailable General Service Fixed Curtailable Demand	6.2390
CST-2	Curtailable General Service (Optional Time of Use)	6.245
CST-3	Curtailable General Service (Optional Time of Use) Fixed Curtailable Demand	6.2490
IS-2	Interruptible General Service	6.255
IST-2	Interruptible General Service (Optional Time of Use)	6.265
LS-1	Lighting Service	6.280
SS-1	Firm Standby Service	6.310
SS-2	Interruptible Standby Service	6.315
SS-3	Curtailable Standby Service	6.320
TS-1	Temporary Service	6.330
CISR-1	Commercial/Industrial Service Rider	6.360
PPS-1	General Service – Premier Power Service Rider	6.370
ED-2	Economic Development Rider	6.382
FB-1	Optional – Fixed Bill Program	6.390
SOL-1	Shared Solar Rider – Experimental Pilot Program	6.395
NSMR-1	Optional - Non-Standard Meter Rider (AMI Opt-Out)	6.400
CEC-1	Clean Energy Connection Rider (Optional Solar Program)	6.405
FCF-1	Public Charging for Electric Vehicles	6.410
<del>MEB-1</del>	<del>Optional – My Energy Bill+ Program</del>	<del>6.415</del>

Deleted: January 1, 2022

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

EFFECTIVE: ▼



**RATE SCHEDULE MEB-1**  
**Optional – My Energy Bill+ Program**

**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 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:**



**RATE SCHEDULE MEB-1**  
**Optional – My Energy Bill+ Program**  
(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 and RSL-2 Rate Schedules, beginning Sheet Nos. 6.120, 6.140, 6.130, and 6.135, 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.

**RATE SCHEDULE MEB-1**

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

**EFFECTIVE:**



**Optional – My Energy Bill+ Program**  
(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:**

**EXHIBIT B**

**Clean Copy Format Tariffs**

**(1 Copy)**

Twenty-Sixth Revised Sheet No. 6.100

Original Sheet Nos. 6.415 – 6.417



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FCF-1	Public Charging for Electric Vehicles	6.410
MEB-1	Optional – My Energy Bill+ Program	6.415

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

EFFECTIVE:

**RATE SCHEDULE MEB-1  
Optional – My Energy Bill+ Program****Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

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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.

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**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**  
(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 and RSL-2 Rate Schedules, beginning Sheet Nos. 6.120, 6.140, 6.130, and 6.135, 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.

**RATE SCHEDULE MEB-1  
Optional – My Energy Bill+ Program  
(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 C**

### **Thermostat Optimization and Demand Response Events**

## EXHIBIT C

### Thermostat Optimization and Demand Response Events

#### 1. Demand Response Events

- A. There will be two seasons throughout the year:
  - i. Summer (June – September). Events will occur between the hours of 1-7pm on weekdays/weekends. There will be an average of 4 events per month with the total number of events not to exceed 16 in this season.
  - ii. Winter (October-May). Events will occur either between the hours of 6am-10am OR 1-7pm on weekdays/weekends. There will be an average of 3 events per month with the total number of events not to exceed 24 in this season.
- B. Events shall have a duration of 1-3 hours.
- C. Thermostat temperature adjustments shall be between 1-4 (one to four) degrees Fahrenheit. The most common range for thermostat temperature adjustments is 1-2 (one to two) degrees Fahrenheit.
- D. Customers shall receive at least one notice of when an event is beginning - through an appropriate medium, (e.g. email) using the customer information provided during enrollment.
- E. Customers may override an event by making changes to their thermostat's temperature set point at any time during an ongoing event.

**EXHIBIT D**

**MFR Schedule E-14 Unitized Cost of Service**

## EXHIBIT D

### MFR Schedule E-14 Unitized Cost of Service

DUKE ENERGY FLORIDA DOCKET NO. 20210016-EI MFR Schedule E-14 Attachment H

Unitized Cost of Service: Summary of Residential Unit Cost Methodology for Optional Company Offered Load Control Programs

Type of Charge	2022	2023*	Billing Determinant	Type of Costs Recovered
Customer Charge - \$ per Line of Billing	12.77	12.77	Per Customer	Customer
On Peak - ¢/kWh	1.275	1.441	Per On Peak kWh	On Peak Energy
Off Peak - ¢/kWh	1.081	1.243	Per Off Peak kWh	Off Peak Energy
Super Off Peak - ¢/kWh	0.922	1.080	Per Super Off Peak kWh	Super Off Peak Energy
CP Demand Charge - \$/kW	13.16	13.62	Per System Peak kW	Production & Transmission
Class Peak Demand Charge - \$/kW	5.36	5.40	Per Class Peak kW, last 12 months	Primary Distribution
Customer Max Demand Charge - \$/kW	1.45	1.43	Per Customer Maximum kW, last 12 months	Secondary Distribution

\*Unitized cost of service rates will either be based on Commission-approved rate case minimum filing requirements or uniform percentage increases, whichever is applicable. For example, if any rate increase or decrease is implemented by a uniform percentage (i.e., ROE trigger mechanism, tax reform, and/or 2024 base rate increase pursuant to the 2021 Settlement Agreement), the applicable amounts above and in subsequent years will be adjusted by that same uniform percentage.

Note: This rate design is only applicable for customers who grant the Company the ability to control different customer owned assets outside of, or in addition to, applicable Commission-approved DSM programs.