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October 9, 2023

VIA ELECTRONIC FILING

Ms. A. Shonta Dunston
Chief Clerk
North Carolina Utilities Commission
4325 Mail Service Center
Raleigh, NC 27699-4300

**RE: Proposed Modifications to the PowerShare® Nonresidential Load
Curtailment Program
Docket No. E-7, Sub 1032**

Dear Ms. Dunston:

Enclosed for filing and approval by the North Carolina Utilities Commission, (the “Commission”) is Duke Energy Carolinas, LLC’s (“DEC” or the “Company”) proposed modification to its existing Commission-approved PowerShare® Nonresidential Load Curtailment Program. This is a demand side management (“DSM”) program (“Program”) approved in accordance with Commission Rule R8-68. This Program was originally approved by the Commission on February 26, 2009, in Docket No. E-7, Sub 831. Notably, on October 29, 2013, the Commission reauthorized this Program in its Order Approving DSM/EE Programs and Stipulation of Settlement in Docket No. E-7, Sub 1032. All subsequent modifications to this Program have been adjudicated in Docket No. E-7, Sub 1032¹.

The purpose of the Program, as approved by the Commission, is to provide participants with billing credits for both the committing to reduce load during curtailment events as well as responding to load reduction requests. Regarding eligibility, the program is designed to target, on a voluntary basis, individually metered non-residential customers who can provide a minimum of 100 kW of load reduction. Among other options, this Program offers an emergency Mandatory Curtailment Option. To increase participation,

¹ The Program has since been modified: (i) to adjust contract termination language and to allow Mandatory Curtailment Option participants to designate separate summer and winter firm demand contract commitment. See Commission’s November 27, 2018 *Order Approving Program Modifications* in Docket No., E-7, Sub 1032; and (ii) to eliminate the 50,000 kW limitation to allow customers with greater curatable demands to participate in the Program. See Commission’s July 21, 2015 *Order Approving Revised Rider* in No, E-7, Sub 1032.

DEC is proposing a new economic (i.e., non-emergency) curtailment option for those customers enrolled in the Mandatory Curtailment Option.

DEC now seeks to modify the Program to introduce a new non-residential demand response option to increase participation in and expand the benefits of the Program. As outlined in the proposed tariff, DEC is seeking to introduce a separate Mandatory **Plus** Curtailment Option for non-emergency situations, which would provide incremental incentives for a firm load reduction commitment for an established 100 hours annually. The Company anticipates the proposed Mandatory **Plus** Curtailment Option resulting in economic savings for DEC's customers.

DEC believes that the Program modifications will allow for greater participation and additional opportunity for eligible customers to participate. The Company has modeled the Program's updated cost effectiveness resulting from these modifications. The previously reported cost effectiveness results (provided in Fields Exhibit 7 in Docket No. E-7, Sub 1285) and the impacts, associated with the modifications, are provided in the following table:

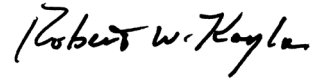
Cost Effectiveness Test	Existing Program	Modification
Utility Cost Test (UCT)	4.77	4.18
Total Resource Cost Test (TRC)	281.10	136.55
Rate Impact Measure Test (RIM)	4.77	4.18
Participant Cost Test (PCT)	0.00	0.00

DEC respectfully requests that the Commission:

1. Approve the attached PowerShare® Nonresidential Load Curtailment Program modifications and tariff until such time that the Commission orders otherwise.
2. Find that the PowerShare® Nonresidential Load Curtailment Program continues to meet the requirements of a "new" DSM program consistent with Rule R8-69.
4. Find that all costs incurred by DEC associated with the PowerShare® Nonresidential Load Curtailment Program will be eligible for consideration for cost recovery through the Company's annual DSM/EE rider in accordance with Rule R8-69(b).
5. Approve the proposed utility incentives for inclusion in the Company's annual DSM/EE rider in accordance with Rule R8-69.
6. Approve the proposed Program modifications at the Commission's earliest convenience.

Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink that reads "Robert W. Kaylor". The signature is written in a cursive style with a large, stylized 'R' and 'K'.

Robert W. Kaylor, P.A.

Enclosure

c: Parties of Record

PowerShare Non-Residential Load Curtailment

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R8-68 Filing Requirements	
PowerShare Non-Residential Load Curtailment	
Filing Requirements	
(c)(2)(i)(a)	Measure / Program Name PowerShare Non-Residential Load Curtailment – Mandatory Plus Curtailment Option (“Program”)
(c)(2)(i)(b)	Consideration to be Offered <p>Duke Energy Carolinas, LLC (“Duke Energy Carolinas” or the “Company”) is proposing to introduce a new non-residential demand response option in order to increase participation in and expand the benefits of PowerShare (the “Program”), which is an existing Demand-Side Management program approved by the North Carolina Utilities Commission on February 26, 2009, in Docket No. E-7, Sub 831. Notably, October 29, 2013, the Commission reauthorized this Program in its Order Approving DSM/EE Programs and Stipulation of Settlement in Docket No. E-7, Sub 1032. All subsequent modifications to this Program have been filed, reviewed, and approved in Docket No. E-7, Sub 1032.</p> <p>The purpose of this new measure, Mandatory Plus Curtailment Option (“Mandatory Plus”), is to achieve system benefits through the existing PowerShare Mandatory Curtailment Option (“Mandatory”) participants that have the operational flexibility to curtailment more frequently than what is required for grid emergencies. Under Mandatory Plus, the Company would provide incremental incentives for a commitment to provide firm load reductions upon dispatch for up to 100 hours annually of non-emergency or economic curtailment.</p>
(c)(2)(i)(c)	Anticipated Total Cost of the Measure / Program See Attachment B, line 13.
(c)(2)(i)(d)	Source and Amount of Funding Proposed to be Used <p>All program costs will be funded from Company’s general funds, consisting of all sources of capital.</p> <ul style="list-style-type: none"> These costs will be subject to cost recovery through a Demand-Side Management/Energy Efficiency (“DSM/EE”) annual cost recovery rider consistent with Commission Rule R8-69(b). See Attachment B, line 13, for the estimated level of required funding.
(c)(2)(i)(e)	Proposed Classes of Persons to Whom This Will be Offered <p>This Program is designed to target, on a voluntary basis, individually metered non-residential customers who can provide a minimum of 100 kW load reduction upon request for up to 100 hours annually and will be available only as a concurrent option to active participants of the Mandatory.</p>
(c)(2)(ii)(a)	Describe the Measure / Program’s Objective <p>This Program is a demand response program. The purpose of this Program is to provide a source of capacity through load reduction that the Company’s system operators can use at their discretion in non-emergency situations to deliver economic benefits for all customers.</p>
(c)(2)(ii)(b)	Describe the Measure / Program Duration Duration - see Attachment A, line 1.
(c)(2)(ii)(c)	Describe the Measure / Program Sector and Eligibility Requirements <p>This Program is a demand response program. Program participants must also be active participants in the Mandatory option and have the ability to provide a minimum of 100 kW load reduction upon request for up to 100 hours annually. Eligible customers are not opted out of the DSM rider.</p>
(c)(2)(ii)(d)	Examples of Communication Materials and Related Cost <p>Cost associated with communications materials for this program through various communication channels is estimated at \$40,000 and is embedded in the cost displayed in Attachment B, line 7.</p>

PowerShare Non-Residential Load Curtailment

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Oct 09 2023

	<p>This program may be promoted by, but not limited to:</p> <ul style="list-style-type: none"> • Duke Energy Carolinas Account Executives • Direct mail (letter) • Duke Energy Carolinas website 				
(c)(2)(ii)(e)	Estimated Number of Participants				
	Estimated Participation - see Attachment A, lines 3 - 12. These figures represent the total kW expected to participate in each year, not the number of households, premises or devices.				
(c)(2)(ii)(f)	Impact that each measure or program is expected to have on the electric public utility or electric membership corporation, its customer body as a whole, and its participating North Carolina customers;				
	Estimated Impact - see Attachment A, lines 13-54.				
(c)(2)(ii)(g)	Any other information the electric public utility or electric membership corporation believes is relevant to the application, including information on competition known by the electric public utility or the electric membership corporation.				
	Not applicable.				
(c)(2)(iii)(a)	Proposed Marketing Plan Including Market Barriers and how the Electric Public Utility Plans to Address Them.				
	<p>The Company will market the program through various marketing channels that include but are not limited to:</p> <ul style="list-style-type: none"> • Duke Energy Carolinas Account Executives • Duke Energy Carolinas website. <p>The Company may not be aware of all market barriers or understand the methods that can be used to address these market barriers. Potential market barriers include:</p> <table border="1"> <thead> <tr> <th>Market Barrier</th><th>Actions to Address</th></tr> </thead> <tbody> <tr> <td>Customers with flexible loads might not be able to commit to curtailing them when the Company needs the resource.</td><td>The requirement for day-ahead notifications was implemented to provide greater opportunity for Customers to adjust operating schedules to align with scheduled events. Constraints on program use were also included.</td></tr> </tbody> </table>	Market Barrier	Actions to Address	Customers with flexible loads might not be able to commit to curtailing them when the Company needs the resource.	The requirement for day-ahead notifications was implemented to provide greater opportunity for Customers to adjust operating schedules to align with scheduled events. Constraints on program use were also included.
Market Barrier	Actions to Address				
Customers with flexible loads might not be able to commit to curtailing them when the Company needs the resource.	The requirement for day-ahead notifications was implemented to provide greater opportunity for Customers to adjust operating schedules to align with scheduled events. Constraints on program use were also included.				
(c)(2)(iii)(b)	Total Market Potential and Estimated Market Growth throughout the Duration of the Program;				
	<p>Market potential represents the number of eligible Customers based on eligibility requirements defined in the program tariff, more specifically the requirement to be an active participant in the PowerShare Mandatory Curtailment Option. There are currently 157 Mandatory Curtailment Option participating customer accounts.</p> <p>Estimated Market Growth (Participation) - see Attachment A, lines 3-12.</p>				
(c)(2)(iii)(c)	Estimated Summer and Winter Peak Demand Reduction by Unit Metric and in the Aggregate by Year				
	Estimated Summer and Winter Peak Demand Reduction – see Attachment A, lines 13 - 22 and 28 & 29 and Attachment E, lines 1-10.				
(c)(2)(iii)(d)	Estimated Energy Reduction per Appropriate Unit Metric and in the Aggregate by Year				
	Estimated Energy Reduction - see Attachment A, lines 23-27 and lines 30-34.				

PowerShare Non-Residential Load Curtailment

(c)(2)(iii)(e)	Estimated Lost Energy Sales per Appropriate Unit metric and in the Aggregate by Year
	Lost Energy Sales - see Attachment A, lines 35-44.
(c)(2)(iii)(f)	Estimated Load Shape Impacts
	See sections (c)(2)(iii)(c) and (c)(2)(iii)(d).
(c)(2)(iv)(a)	Estimated Total and Per Unit Cost and Benefit of the Measure / Program and the Planned Accounting Treatment for Those Costs and Benefits
	Costs associated with this program will be expensed as incurred.
	Total estimated cost by category- see Attachment B lines 6-9. Total estimated benefit- see Attachment B line 12. Total estimated per unit cost by category – see Attachment D- lines 1-25.
	Data shown on Attachment B represents present value of cost and benefits over the life of the measure.
(c)(2)(iv)(b)	Type, Amount, and Reason for Any Participation Incentives and Other Consideration and to Whom They Will be Offered, Including Schedules Listing Participation Incentives and Other Consideration to be Offered
	The Program will provide a capacity credit to reduce load during curtailment events as well as responding to load reduction requests. More specifically, customers enrolled in the Mandatory Plus option, will receive a Capacity Credit of \$1.00 per kW based on the average curtailable demand calculated for the respective calendar month.
(c)(2)(iv)(c)	Service Limitations or Conditions Planned to be Imposed on Customers Who do not Participate in the Measure / Program
	None
(c)(2)(v)	Cost-Effectiveness Evaluation (including the results of all cost-effectiveness tests and should include, at a minimum, an analysis of the Total Resource Cost Test, the Participant Test, the Utility Cost Test, and the Ratepayer Impact Measure Test) Description of the Methodology Used to Produce the Impact Estimates, as well as, if Appropriate, Methodologies Considered and Rejected in the Interim Leading to the Final Model Specification
	See Attachment B, Line 14.
	Impact estimates for this program are based upon historic impacts along with expectations of future participation by customers with peak savings profiles that are similar to historic participants.
(c)(2)(vi)	Commission Guidelines Regarding Incentive Programs (provide the information necessary to comply with the Commission's Revised Guidelines for Resolution of Issues Regarding Incentive Programs, issued by Commission Order on March 27, 1996, in Docket No. M-100, Sub 124, set out as an Appendix to Chapter 8 of these rules)
	The program does not provide any inducement or incentive affecting a non-residential customer's decision to install or adopt natural gas or electric service.
(c)(2)(vii)	Integrated Resource Plan (explain in detail how the measure is consistent with the electric public utility's or electric membership corporation's integrated resource plan filings pursuant to Rule R8-60)
	Capacity reductions from this program will be included for planning purposes in future integrated resource plans.
(c)(2)(viii)	Other (any other information the electric public utility or electric membership corporation believes relevant to the application, including information on competition known by the electric public utility or the electric membership corporation)

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Oct 09 2023

PowerShare Non-Residential Load Curtailment

	Not applicable.
Additional Filing Requirements	
(c)(3)(i)(a)	Costs and Benefits- Any Costs Incurred or Expected to be Incurred in Adopting and Implementing a Measure / Program to be Considered for Recovery Through the Annual Rider Under G.S. 62-133.9
	See Attachment C, lines 11-35.
(c)(3)(i)(b)	Estimated total costs to be avoided by the measure by appropriate capacity, energy and measure unit metric and in the aggregate by year
	See Attachment A, lines 45-54.
(c)(3)(i)(c)	Estimated participation incentives by appropriate capacity, energy, and measure unit metric and in the aggregate by year.
	Incentive per cumulative kW - see Attachment E, lines 21-25 and lines 46-50. Incentive per cumulative kWh - see Attachment F, lines 16-20. Incentive per participant - see Attachment D, lines 11-15.
(c)(3)(i)(d)	How the electric public utility proposes to allocate the costs and benefits of the measure among the customer classes and jurisdictions it serves.
	The program costs for DR programs targeted at North Carolina and South Carolina retail residential customers are allocated to North Carolina retail jurisdiction based on the ratio of peak North Carolina retail kW demand to total peak retail kW demand, then recovered only from North Carolina residential customers.
(c)(3)(i)(e)	The capitalization period to allow the utility to recover all costs or those portions of the costs associated with a new program or measure to the extent that those costs are intended to produce future benefits as provided in G.S. 62-133.9(d)(1).
	No costs from this program will be capitalized.
(c)(3)(i)(f)	The electric public utility shall also include the estimated and known costs of measurement and verification activities pursuant to the Measurement and Verification Reporting Plan described in paragraph (ii).
	Total portfolio evaluation costs are estimated to be 5% of total portfolio program costs.
(c)(3)(ii)(a)	Measurement and Verification Reporting Plan for New Demand-Side Management and Energy Efficiency Measures: Describe the industry-accepted methods to be used to evaluate, measure, verify, and validate the energy and peak demand savings estimated in (2)(iii)c and d above.
	Evaluation, measurement and verification actions will provide an independent, third-party report of energy savings attributable to the Program, including gross impact analysis, a Net-to-Gross analysis, and a process evaluation. The Company intends to follow industry-accepted methodologies for all measurement and verification activities.
	An impact evaluation for the Program will consist of a time-series based statistical regression analysis. This analysis will be applied to hourly metered load for each participant to obtain the best estimate of the load reduction. Therefore, each participant's hourly loads will be analyzed annually. This metered data will be analyzed within a statistical time-series framework to establish an estimate of the "baseline" energy usage. The baseline refers to customer demand patterns without the influence of the program, given the weather conditions or other local phenomena consistent with an event day.
	In addition, a process evaluation will be conducted to measure customer satisfaction, vendor satisfaction, and related issues. Free ridership does not need to be calculated because the estimation of the natural load forecast implicitly accounts for what would have happened in the absence of the program.

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Oct 09 2023

PowerShare Non-Residential Load Curtailment

	This evaluation plan is consistent with IPMVP Protocol C.
(c)(3)(ii)(b)	Measurement and Verification Reporting Plan for New Demand-Side Management and Energy Efficiency Measures: Provide a schedule for reporting the savings to the Commission;
	The Company will report savings associated with this program in its annual DSM/EE cost recovery proceedings.
(c)(3)(ii)(c)	Measurement and Verification Reporting Plan for New Demand-Side Management and Energy Efficiency Measures: describe the methodologies used to produce the impact estimates, as well as, if appropriate, the methodologies it considered and rejected in the interim leading to final model specification; and
	See (c)(3)(ii)(a) above.
(c)(3)(ii)(d)	Measurement and Verification Reporting Plan for New Demand-Side Management and Energy Efficiency Measures: Identify any third party and include all of the costs of that third party, if the electric public utility plans to utilize an independent third party for purposes of measurement and verification
	The Company intends to use an independent, third-party consultant to provide EM&V services. See section (c)(3)(i)(f) for cost.
(c)(3)(iii)	Cost Recovery Mechanism- Describe the Proposed Method of Cost Recovery From its Customers
	The Company seeks to recover program costs, net lost revenues and a utility incentive to the approved cost recovery mechanism in Commission Docket No. E-7 Sub 1032.
(c)(3)(iv)	Tariffs or Rates- Provide Proposed Tariffs or Modifications to Existing Tariffs That Will be Required to Implement Each Measure / Program
	The tariff proposed by the Company for this program is included as Attachment G.
(c)(3)(v)	Utility Incentives- Indicate Whether it Will Seek to Recover Any Utility Incentives, Including, if Appropriate, Net Lost Revenues, in Addition to its Costs
	The Company seeks to recover program costs and any applicable utility incentives pursuant to the approved cost recovery mechanism approved by the North Carolina Utilities Commission in Docket No. E-7 Sub 1032.

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PowerShare Non-Residential Load Curtailment

Attachment A Participation

PowerShare		
1	Measure Life (Average)	1
2	Free Rider % (Average)	0.0%
3	Incremental Participants Year 1	462,000
4	Incremental Participants Year 2	467,000
5	Incremental Participants Year 3	472,000
6	Incremental Participants Year 4	0
7	Incremental Participants Year 5	0
8	Cumulative Participation Year 1	462,000
9	Cumulative Participation Year 2	467,000
10	Cumulative Participation Year 3	472,000
11	Cumulative Participation Year 4	0
12	Cumulative Participation Year 5	0
13	Cumulative Summer Coincident kW w/ losses (net free) Year 1	493,120
14	Cumulative Summer Coincident kW w/ losses (net free) Year 2	498,457
15	Cumulative Summer Coincident kW w/ losses (net free) Year 3	503,793
16	Cumulative Summer Coincident kW w/ losses (net free) Year 4	0
17	Cumulative Summer Coincident kW w/ losses (net free) Year 5	0
18	Cumulative Winter Coincident kW w/ losses (net free) Year 1	458,601
19	Cumulative Winter Coincident kW w/ losses (net free) Year 2	463,565
20	Cumulative Winter Coincident kW w/ losses (net free) Year 3	468,528
21	Cumulative Winter Coincident kW w/ losses (net free) Year 4	0
22	Cumulative Winter Coincident kW w/ losses (net free) Year 5	0
23	Cumulative kWh w/ losses (net free) Year 1	0
24	Cumulative kWh w/ losses (net free) Year 2	0
25	Cumulative kWh w/ losses (net free) Year 3	0
26	Cumulative kWh w/ losses (net free) Year 4	0
27	Cumulative kWh w/ losses (net free) Year 5	0
28	Per Participant Weighted Average Coincident Saved Winter kW w/ losses	0.993
29	Per Participant Weighted Average Coincident Saved Summer kW w/ losses	1.067
30	Per Participant Average Annual kWh w/ losses (net free) Year 1	0
31	Per Participant Average Annual kWh w/ losses (net free) Year 2	0
32	Per Participant Average Annual kWh w/ losses (net free) Year 3	0
33	Per Participant Average Annual kWh w/ losses (net free) Year 4	N/A
34	Per Participant Average Annual kWh w/ losses (net free) Year 5	N/A
35	Cumulative Lost Revenue (net free) Year 1	\$0
36	Cumulative Lost Revenue (net free) Year 2	\$0
37	Cumulative Lost Revenue (net free) Year 3	\$0
38	Cumulative Lost Revenue (net free) Year 4	\$0
39	Cumulative Lost Revenue (net free) Year 5	\$0
40	Average Lost Revenue per Participant (net free) Year 1	\$0.00
41	Average Lost Revenue per Participant (net free) Year 2	\$0.00
42	Average Lost Revenue per Participant (net free) Year 3	\$0.00
43	Average Lost Revenue per Participant (net free) Year 4	N/A
44	Average Lost Revenue per Participant (net free) Year 5	N/A
45	Total Avoided Costs/MW saved Year 1	\$168,786
46	Total Avoided Costs/MW saved Year 2	\$174,017
47	Total Avoided Costs/MW saved Year 3	\$179,634
48	Total Avoided Costs/MW saved Year 4	N/A
49	Total Avoided Costs/MW saved Year 5	N/A
50	Total Avoided Costs/MWh saved Year 1	N/A
51	Total Avoided Costs/MWh saved Year 2	N/A
52	Total Avoided Costs/MWh saved Year 3	N/A
53	Total Avoided Costs/MWh saved Year 4	N/A
54	Total Avoided Costs/MWh saved Year 5	N/A

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PowerShare Non-Residential Load Curtailment

Attachment B Cost-Effectiveness Evaluation

PowerShare					
		UCT	TRC	RIM	Participant
1	Avoided T&D Electric	\$139,300,702	\$139,300,702	\$139,300,702	\$0
2	Cost-Based Avoided Elec Production	\$0	\$0	\$0	\$0
3	Cost-Based Avoided Elec Capacity	\$102,755,797	\$102,755,797	\$102,755,797	\$0
4	Participant Elec Bill Savings (gross)	\$0	\$0	\$0	\$0
5	Net Lost Revenue Net Fuel	\$0	\$0	\$0	\$0
6	Administration Costs	\$196,858	\$196,858	\$196,858	\$0
7	Implementation Costs	\$388,990	\$388,990	\$388,990	\$0
8	Incentives	\$56,177,844	\$0	\$56,177,844	\$56,177,844
9	Other Utility Costs	\$1,186,847	\$1,186,847	\$1,186,847	\$0
10	Participant Costs (gross)	\$0	\$0	\$0	\$0
11	Participant Costs (net)	\$0	\$0	\$0	\$0
12	Total Benefits	\$242,056,499	\$242,056,499	\$242,056,499	\$56,177,844
13	Total Costs	\$57,950,540	\$1,772,696	\$57,950,540	\$0
14	Benefit/Cost Ratios	4.18	136.55	4.18	
Data represents present value of costs and benefits over the life of the program.					

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Oct 09 2023

PowerShare Non-Residential Load Curtailment

Attachment C Program Costs by Year

PowerShare		
1	Incremental Participants Year 1	462,000
2	Incremental Participants Year 2	467,000
3	Incremental Participants Year 3	472,000
4	Incremental Participants Year 4	0
5	Incremental Participants Year 5	0
6	Total Participant Costs Year 1	\$0
7	Total Participant Costs Year 2	\$0
8	Total Participant Costs Year 3	\$0
9	Total Participant Costs Year 4	\$0
10	Total Participant Costs Year 5	\$0
11	Administration (EM&V) Costs Year 1	\$61,499
12	Administration (EM&V) Costs Year 2	\$63,344
13	Administration (EM&V) Costs Year 3	\$86,334
14	Administration (EM&V) Costs Year 4	\$0
15	Administration (EM&V) Costs Year 5	\$0
16	Implementation Costs Year 1	\$245,600
17	Implementation Costs Year 2	\$77,760
18	Implementation Costs Year 3	\$80,093
19	Implementation Costs Year 4	\$0
20	Implementation Costs Year 5	\$0
21	Total Incentives Year 1	\$19,061,093
22	Total Incentives Year 2	\$19,854,893
23	Total Incentives Year 3	\$21,023,693
24	Total Incentives Year 4	\$0
25	Total Incentives Year 5	\$0
26	Other Utility Costs Year 1	\$436,333
27	Other Utility Costs Year 2	\$409,119
28	Other Utility Costs Year 3	\$416,954
29	Other Utility Costs Year 4	\$0
30	Other Utility Costs Year 5	\$0
31	Total Utility Costs Year 1	\$19,804,525
32	Total Utility Costs Year 2	\$20,405,116
33	Total Utility Costs Year 3	\$21,607,074
34	Total Utility Costs Year 4	\$0
35	Total Utility Costs Year 5	\$0

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Oct 09 2023

PowerShare Non-Residential Load Curtailment

Attachment D Program Costs per Participant

PowerShare		
1	Average Per Participant Administration (EM&V) Costs Year 1	\$0.13
2	Average Per Participant Administration (EM&V) Costs Year 2	\$0.14
3	Average Per Participant Administration (EM&V) Costs Year 3	\$0.18
4	Average Per Participant Administration (EM&V) Costs Year 4	N/A
5	Average Per Participant Administration (EM&V) Costs Year 5	N/A
6	Average Per Participant Implementation Costs Year 1	\$0.53
7	Average Per Participant Implementation Costs Year 2	\$0.17
8	Average Per Participant Implementation Costs Year 3	\$0.17
9	Average Per Participant Implementation Costs Year 4	N/A
10	Average Per Participant Implementation Costs Year 5	N/A
11	Average Per Participant Incentives Year 1	\$41.26
12	Average Per Participant Incentives Year 2	\$42.52
13	Average Per Participant Incentives Year 3	\$44.54
14	Average Per Participant Incentives Year 4	N/A
15	Average Per Participant Incentives Year 5	N/A
16	Average Per Participant Other Utility Costs Year 1	\$0.94
17	Average Per Participant Other Utility Costs Year 2	\$0.88
18	Average Per Participant Other Utility Costs Year 3	\$0.88
19	Average Per Participant Other Utility Costs Year 4	N/A
20	Average Per Participant Other Utility Costs Year 5	N/A
21	Average Per Participant Total Utility Costs Year 1	\$42.87
22	Average Per Participant Total Utility Costs Year 2	\$43.69
23	Average Per Participant Total Utility Costs Year 3	\$45.78
24	Average Per Participant Total Utility Costs Year 4	N/A
25	Average Per Participant Total Utility Costs Year 5	N/A

PowerShare Non-Residential Load Curtailment

Attachment E Program Costs per Kw

PowerShare		
1	Cumulative Winter Coincident kW w/ losses (net free) Year 1	458,601
2	Cumulative Winter Coincident kW w/ losses (net free) Year 2	463,565
3	Cumulative Winter Coincident kW w/ losses (net free) Year 3	468,528
4	Cumulative Winter Coincident kW w/ losses (net free) Year 4	0
5	Cumulative Winter Coincident kW w/ losses (net free) Year 5	0
6	Cumulative Summer Coincident kW w/ losses (net free) Year 1	493,120
7	Cumulative Summer Coincident kW w/ losses (net free) Year 2	498,457
8	Cumulative Summer Coincident kW w/ losses (net free) Year 3	503,793
9	Cumulative Summer Coincident kW w/ losses (net free) Year 4	0
10	Cumulative Summer Coincident kW w/ losses (net free) Year 5	0
11	Administration (EM&V) Costs / Cumulative Summer Coincident kW w/ losses (net free) Year 1	\$0.12
12	Administration (EM&V) Costs / Cumulative Summer Coincident kW w/ losses (net free) Year 2	\$0.13
13	Administration (EM&V) Costs / Cumulative Summer Coincident kW w/ losses (net free) Year 3	\$0.17
14	Administration (EM&V) Costs / Cumulative Summer Coincident kW w/ losses (net free) Year 4	N/A
15	Administration (EM&V) Costs / Cumulative Summer Coincident kW w/ losses (net free) Year 5	N/A
16	Implementation Costs / Cumulative Summer Coincident kW w/ losses (net free) Year 1	\$0.50
17	Implementation Costs / Cumulative Summer Coincident kW w/ losses (net free) Year 2	\$0.16
18	Implementation Costs / Cumulative Summer Coincident kW w/ losses (net free) Year 3	\$0.16
19	Implementation Costs / Cumulative Summer Coincident kW w/ losses (net free) Year 4	N/A
20	Implementation Costs / Cumulative Summer Coincident kW w/ losses (net free) Year 5	N/A
21	Incentives / Cumulative Summer Coincident kW w/ losses (net free) Year 1	\$39
22	Incentives / Cumulative Summer Coincident kW w/ losses (net free) Year 2	\$40
23	Incentives / Cumulative Summer Coincident kW w/ losses (net free) Year 3	\$42
24	Incentives / Cumulative Summer Coincident kW w/ losses (net free) Year 4	N/A
25	Incentives / Cumulative Summer Coincident kW w/ losses (net free) Year 5	N/A
26	Other Utility Costs / Cumulative Summer Coincident kW w/ losses (net free) Year 1	\$0.88
27	Other Utility Costs / Cumulative Summer Coincident kW w/ losses (net free) Year 2	\$0.82
28	Other Utility Costs / Cumulative Summer Coincident kW w/ losses (net free) Year 3	\$0.83
29	Other Utility Costs / Cumulative Summer Coincident kW w/ losses (net free) Year 4	N/A
30	Other Utility Costs / Cumulative Summer Coincident kW w/ losses (net free) Year 5	N/A
31	Total Utility Costs / Cumulative Summer Coincident kW w/ losses (net free) Year 1	\$40
32	Total Utility Costs / Cumulative Summer Coincident kW w/ losses (net free) Year 2	\$41
33	Total Utility Costs / Cumulative Summer Coincident kW w/ losses (net free) Year 3	\$43
34	Total Utility Costs / Cumulative Summer Coincident kW w/ losses (net free) Year 4	N/A
35	Total Utility Costs / Cumulative Summer Coincident kW w/ losses (net free) Year 5	N/A
36	Administration (EM&V) Costs / Cumulative Winter Coincident kW w/ losses (net free) Year 1	\$0.13
37	Administration (EM&V) Costs / Cumulative Winter Coincident kW w/ losses (net free) Year 2	\$0.14
38	Administration (EM&V) Costs / Cumulative Winter Coincident kW w/ losses (net free) Year 3	\$0.18
39	Administration (EM&V) Costs / Cumulative Winter Coincident kW w/ losses (net free) Year 4	N/A
40	Administration (EM&V) Costs / Cumulative Winter Coincident kW w/ losses (net free) Year 5	N/A
41	Implementation Costs / Cumulative Winter Coincident kW w/ losses (net free) Year 1	\$0.54
42	Implementation Costs / Cumulative Winter Coincident kW w/ losses (net free) Year 2	\$0.17
43	Implementation Costs / Cumulative Winter Coincident kW w/ losses (net free) Year 3	\$0.17
44	Implementation Costs / Cumulative Winter Coincident kW w/ losses (net free) Year 4	N/A
45	Implementation Costs / Cumulative Winter Coincident kW w/ losses (net free) Year 5	N/A
46	Incentives / Cumulative Winter Coincident kW w/ losses (net free) Year 1	\$42
47	Incentives / Cumulative Winter Coincident kW w/ losses (net free) Year 2	\$43
48	Incentives / Cumulative Winter Coincident kW w/ losses (net free) Year 3	\$45
49	Incentives / Cumulative Winter Coincident kW w/ losses (net free) Year 4	N/A
50	Incentives / Cumulative Winter Coincident kW w/ losses (net free) Year 5	N/A
51	Other Utility Costs / Cumulative Winter Coincident kW w/ losses (net free) Year 1	\$0.95
52	Other Utility Costs / Cumulative Winter Coincident kW w/ losses (net free) Year 2	\$0.88
53	Other Utility Costs / Cumulative Winter Coincident kW w/ losses (net free) Year 3	\$0.89
54	Other Utility Costs / Cumulative Winter Coincident kW w/ losses (net free) Year 4	N/A
55	Other Utility Costs / Cumulative Winter Coincident kW w/ losses (net free) Year 5	N/A
56	Total Utility Costs / Cumulative Winter Coincident kW w/ losses (net free) Year 1	\$43
57	Total Utility Costs / Cumulative Winter Coincident kW w/ losses (net free) Year 2	\$44
58	Total Utility Costs / Cumulative Winter Coincident kW w/ losses (net free) Year 3	\$46
59	Total Utility Costs / Cumulative Winter Coincident kW w/ losses (net free) Year 4	N/A
60	Total Utility Costs / Cumulative Winter Coincident kW w/ losses (net free) Year 5	N/A

PowerShare Non-Residential Load Curtailment

Attachment F Program Costs per kWh

PowerShare		
1	Cumulative kWh w/ losses (net free) Year 1	0
2	Cumulative kWh w/ losses (net free) Year 2	0
3	Cumulative kWh w/ losses (net free) Year 3	0
4	Cumulative kWh w/ losses (net free) Year 4	0
5	Cumulative kWh w/ losses (net free) Year 5	0
6	Administration Costs / Cumulative kWh w/ losses (net free) Year 1	N/A
7	Administration Costs / Cumulative kWh w/ losses (net free) Year 2	N/A
8	Administration Costs / Cumulative kWh w/ losses (net free) Year 3	N/A
9	Administration Costs / Cumulative kWh w/ losses (net free) Year 4	N/A
10	Administration Costs / Cumulative kWh w/ losses (net free) Year 5	N/A
11	Implementation Costs / Cumulative kWh w/ losses (net free) Year 1	N/A
12	Implementation Costs / Cumulative kWh w/ losses (net free) Year 2	N/A
13	Implementation Costs / Cumulative kWh w/ losses (net free) Year 3	N/A
14	Implementation Costs / Cumulative kWh w/ losses (net free) Year 4	N/A
15	Implementation Costs / Cumulative kWh w/ losses (net free) Year 5	N/A
16	Incentives / Cumulative kWh w/ losses (net free) Year 1	N/A
17	Incentives / Cumulative kWh w/ losses (net free) Year 2	N/A
18	Incentives / Cumulative kWh w/ losses (net free) Year 3	N/A
19	Incentives / Cumulative kWh w/ losses (net free) Year 4	N/A
20	Incentives / Cumulative kWh w/ losses (net free) Year 5	N/A
21	Other Utility Costs / Cumulative kWh w/ losses (net free) Year 1	N/A
22	Other Utility Costs / Cumulative kWh w/ losses (net free) Year 2	N/A
23	Other Utility Costs / Cumulative kWh w/ losses (net free) Year 3	N/A
24	Other Utility Costs / Cumulative kWh w/ losses (net free) Year 4	N/A
25	Other Utility Costs / Cumulative kWh w/ losses (net free) Year 5	N/A
26	Total Utility Costs / Cumulative kWh w/ losses (net free) Year 1	N/A
27	Total Utility Costs / Cumulative kWh w/ losses (net free) Year 2	N/A
28	Total Utility Costs / Cumulative kWh w/ losses (net free) Year 3	N/A
29	Total Utility Costs / Cumulative kWh w/ losses (net free) Year 4	N/A
30	Total Utility Costs / Cumulative kWh w/ losses (net free) Year 5	N/A

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Attachment G
Tariff

RIDER PS (NC)
POWERSHARE NONRESIDENTIAL LOAD CURTAILMENT

AVAILABILITY (North Carolina only)

Available on a limited and voluntary basis, at the Company's discretion, to nonresidential customers receiving concurrent service from the Company on Schedule LGS, I, OPT-V and HP. Customers receiving service on Schedule HP are eligible only for the Mandatory Curtailment and Mandatory Plus Curtailment Options. The Company shall limit the acceptance of contracts under the Mandatory Curtailment and Generator Curtailment Options to a collective total of 1,500,000 KW of Maximum Curtailable Demand on the Company's system.

GENERAL PROVISIONS

Under this Rider, the Customer receives credits when, at the Company's request, the Customer agrees to reduce and maintain load to a firm level or transfer load to a standby generator as specified in the individual contract or as nominated on a per event basis under the curtailment options below. The provisions of this Rider apply in addition to the stated provisions of the Customer's rate schedule.

Service under the Mandatory or Voluntary options of this Rider will not begin until or unless the Company has satisfactory interval load data for the purposes of establishing the Forecasted Demand.

Continued service under this Rider is subject to satisfactory performance by the Customer, as determined by the Company, in response to the Company's request for curtailment.

DEFINITIONS

Contract Demand: The Contract Demand is the maximum kilowatt demand which the Company is required to supply to the Customer.

Maximum Curtailable Demand: The Maximum Curtailable Demand is either (a) that portion of the Contract Demand which the Company will supply to the Customer at all times except during Curtailment Periods under the Mandatory, Mandatory Plus, or Voluntary Curtailment Option or (b) the capacity the Customer agrees to transfer from the Company's source to the standby generator during Curtailment Periods under the Generator Curtailment Option. The Customer will be required to curtail at least 100 kW during Curtailment Periods under the Mandatory, Mandatory Plus, or Voluntary Curtailment Options. The Customer will be required to transfer at least 100 kW during Curtailment Periods and monthly tests under the Generator Curtailment Option.

Firm Demand: The Firm Demand, which may be specified at different values for the Summer months of June through September and the Winter months of October through May, is that portion of the Contract Demand which the Company will supply to the Customer without limitation on the periods of availability. For customers served on Schedule HP, the Firm Demand must be at least 100 kW less than the Customer Baseline (CBL).

Forecasted Demand: The Forecasted Demand is the kWh per hour which the Customer would be expected to register absent a Curtailment Period and is used to determine the Energy Credits applicable under the Mandatory or Voluntary Curtailment Option.

Emergency Curtailment Period: An Emergency Curtailment Period is that interval of time, initiated and terminated by the Company, when the Company has capacity constraints, including generation, transmission or distribution capacity constraints or reactive power concerns and (a) during which the participating Customer will require service at no more than the applicable Firm Demand under the Mandatory Curtailment Option, or (b) during which the Customer is requested to offset load from the Company's source by transferring load to the Customer's standby generator under the Generator Curtailment Option.

Non-Emergency Curtailment Period: A Non-Emergency Curtailment Period is that interval of time, initiated and terminated by the Company, when the Company determines that it would be economically beneficial to the Company compared to securing or implementing other supply or demand reduction alternatives and during which the participating Customer will require service at no more than the applicable Firm Demand under the Voluntary Curtailment or Mandatory Plus Curtailment Option.

RIDER PS (NC)
POWERSHARE NONRESIDENTIAL LOAD CURTAILMENT

Exposure Period: The Exposure Period is that period of time within the month corresponding to the weekday peak demand periods and during which curtailment under these provisions is most likely to occur. Specifically, the Exposure Period for the purpose of computing applicable monthly credits is defined as follows:

Summer Months of June through September
1:00 p.m. to 9:00 p.m., Monday through Friday

Winter Months of October through May
6:00 a.m. to 1:00 p.m., Monday through Friday

MANDATORY CURTAILMENT OPTION

GENERAL PROVISIONS

The Company's request to curtail service under this option may be at any time the Company has capacity constraints, including generation, transmission or distribution capacity constraints or reactive power concerns. The Company, at its sole discretion, may limit requests for curtailment to certain groups of customers for valid reasons.

Under this option, the Customer agrees to reduce and maintain load to the Firm Demand specified in the contract. Customers served under the Mandatory Curtailment Option may also contract for service under either the Mandatory Plus Curtailment or the Voluntary Curtailment Option, but not both, and may not contract under the Generator Curtailment Option.

The Company reserves the right to test the provisions of this Rider twice per year and shall give advance notice of any test to customers served under this Rider.

RATE

Facilities Fee \$ 40.00 per month

Credits*

1. Capacity Credit

Each month, a determination of the curtailable capacity available to the Company during the Exposure Period will be made in order to compute a credit under the Mandatory Curtailment Option. The resulting amount will be the Effective Curtailable Demand (ECD) and shall not be less than zero. The monthly Capacity Credit is equal to the ECD X \$3.50/kW.

2. Energy Credit

During any month when curtailment is requested, the Customer will also receive an energy credit of \$.10 per kWh for the energy curtailed between the Firm Demand and the Forecasted Demand during an Emergency Curtailment Period.

* HP customers see Schedule HP, Provision For Customers Served Under Rider PS

Penalty and Penalty Computation

If the Customer fails to reduce and maintain load at or below the Firm Demand during any Emergency Curtailment Period, a penalty will be applied to the Customer's account for the month of occurrence at the rate of \$2.00 per kWh for all kWh used above the Firm Demand.

CONTROL NOTICES AND LIMITATIONS

The Customer shall be notified of all initiations of Mandatory Emergency Curtailment Periods at least thirty (30) minutes prior to such times. The Company may invoke Emergency Curtailment Periods under this option for not more than 100 hours in any calendar year. Further, the Company shall have the right to invoke an Emergency Curtailment Period at any time,

RIDER PS (NC)
POWERSHARE NONRESIDENTIAL LOAD CURTAILMENT

subject to a maximum duration of 10 hours in any calendar day, which may be extended only by mutual agreement with the Customer.

MANDATORY PLUS CURTAILMENT OPTION

GENERAL PROVISIONS

The Company's request to curtail service under this option may any time the Company has capacity constraints, including generation, transmission or distribution capacity constraints or reactive power concerns or at any time the Company determines that it would be economically beneficial to the Company to initiate curtailment rather than to secure or implement other supply or demand reduction alternatives. The Company, at its sole discretion, may limit requests for curtailment to certain groups of customers for valid reasons.

Only those Customers with active contracts under the Mandatory Curtailment Option are eligible to contract under the Mandatory Plus Curtailment Option. Customers on the Mandatory Plus Curtailment Option agree to reduce and maintain load to the Firm Demand specified in the contract when the Company requests curtailment for non-emergency conditions. Customers may establish Firm Demands under this option that are different from, but not lower than, those established under the Mandatory Curtailment Option and must meet a requirement to curtail at least 100 kW during Non-Emergency Curtailment Periods. Customers served under the Mandatory Plus Curtailment Option may not also contract under the Voluntary Curtailment or Generator Curtailment Option.

RATE

Non-Emergency Capacity Credit*

Each month, a determination of the curtailable capacity available to the Company during the Exposure Period will be made in order to compute a credit under the Mandatory Plus Curtailment Option. The resulting amount will be the Non-Emergency Effective Curtailable Demand (NECD) and shall not be less than zero. The monthly Non-Emergency Capacity Credit is equal to the NECD X \$1.00/kW and is in addition to the monthly Capacity Credit calculated under the Mandatory Curtailment Option.

* HP customers see Schedule HP, Provision For Customers Served Under Rider PS

Penalty and Penalty Computation

If the Customer fails to reduce and maintain load at, or below, the Firm Demand during any Non-Emergency Curtailment Period, a penalty will be applied to the Customer's account for the month of occurrence at the rate of \$3.00 per kWh for all kWh used above the Firm Demand.

CONTROL NOTICES AND LIMITATIONS

The Customer shall be notified of all initiations of Non-Emergency Curtailment Periods no later than 2:00pm EST on the prior day. If prior to or during any Mandatory Plus Curtailment Period the Company invokes a Mandatory Curtailment request, any Customer participating in the Mandatory Plus Curtailment Period will receive notice under the Mandatory Curtailment provision and will be required to comply with the terms of the Mandatory Curtailment Option, including contracted Firm Demands.

The Company may invoke Non-Emergency Curtailment Periods under this option for not more than 100 hours in any calendar year. Further, the Company shall have the right to invoke a Non-Emergency Curtailment Period at any time, subject to a minimum duration of four (4) hours and a maximum duration of ten (10) hours in any calendar day. Non-Emergency Curtailment Periods will also be subject to a maximum of two (2) consecutive days.

RIDER PS (NC)
POWERSHARE NONRESIDENTIAL LOAD CURTAILMENT

VOLUNTARY CURTAILMENT OPTION**GENERAL PROVISIONS**

The Company's request to curtail service under the Voluntary Curtailment Option may be at any time. Under this option, the Customer agrees, on a per event basis, to reduce load to a Firm Demand. Customers served under the Voluntary Curtailment Option may also contract for service under the Mandatory Curtailment Option, but may not contract under the Mandatory Plus Curtailment or Generator Curtailment Option.

Customers who agree to curtail load during a Voluntary Non-Emergency Curtailment Period must indicate the desire to participate in the event in accordance with an offer, the details of which will be posted on the Duke Energy web site. The Customer will be required to nominate an amount of load to be reduced during the Non-Emergency Curtailment Period by establishing a Firm Demand. Customer nominations to curtail load will be accepted on a first-come, first-served basis, and are not firm until the Company has accepted the Customer's nomination. Prior to acceptance of any nomination, the Company may rescind the offer based on customer responses to the offer or due to changes in load conditions.

Under the Voluntary Curtailment Option each participating customer will receive notice of an offer to participate in a curtailment event and such notice will normally be made on the business day immediately prior to the event, but in no case will be less than one hour's notice prior to the beginning of the Non-Emergency Curtailment Period. The offer will include the hourly energy prices (\$/kWh) for each hour of the Non-Emergency Curtailment Period to be used to determine the Energy Credit.

The Company reserves the right to test the provisions of this Rider twice per year and shall give advance notice of any test to customers served under this Rider.

RATE

Facilities Fee \$ 40.00 per month (see Exception)

Exception: The Facilities Fee does not apply to customers concurrently enrolled under the Mandatory Curtailment Option.

Credits

Energy credits will be paid to the customer for the load curtailed between the Forecasted Demand and the Firm Demand during the Non-Emergency Curtailment Period. Energy Credits are not paid for load curtailed below the Firm Demand.

Penalty and Penalty Computation

No payment will be made to the Customer during a Non-Emergency Curtailment Period unless the customer curtails at least 50% of the nominated load reduction in kilowatt hours.

CONTROL NOTICES AND LIMITATIONS

The Customer shall be notified of all initiations of Non-Emergency Curtailment Periods under this option at least thirty (30) minutes prior to such times. The Company may invoke Voluntary Non-Emergency Curtailment Periods for an unlimited number of hours per year with no limit on the number of hours in any given calendar day.

CONCURRENT PARTICIPATION IN THE MANDATORY CURTAILMENT AND VOLUNTARY CURTAILMENT OPTION

For Customers participating under both the Mandatory Curtailment Option and the Voluntary Curtailment Option, the following provisions apply:

If prior to or during any Voluntary Non-Emergency Curtailment Period the Company invokes a Mandatory Curtailment request, any customer participating in the Voluntary Non-Emergency Curtailment Period will receive notice under the Mandatory Curtailment provision and be required to also comply with the Mandatory Curtailment provisions.

RIDER PS (NC)
POWERSHARE NONRESIDENTIAL LOAD CURTAILMENT

If prior to or during any Mandatory Emergency Curtailment Period the Company invokes a Voluntary Curtailment request, any customer participating in the Mandatory Emergency Curtailment Period may receive an offer under the Voluntary Curtailment provision and be allowed to participate in the Voluntary Non-Emergency Curtailment Period by providing additional curtailable load beyond their Mandatory Curtailment Option obligation.

Credits and penalties under the Mandatory Curtailment Option take precedence and will be determined before calculating credits under the Voluntary Curtailment Option. For concurrent participation in a Mandatory and Voluntary Curtailment event, the requirement under the Voluntary Curtailment Option to curtail at least 50% of the nominated load will be waived for Mandatory and Voluntary Curtailment Periods that run concurrently. In addition, during concurrent Mandatory and Voluntary Curtailment events, credits for the Voluntary Non-Emergency Curtailment Period will exclude all load curtailed pursuant to the Mandatory Curtailment provisions.

GENERATOR CURTAILMENT OPTION

GENERAL PROVISIONS

Contracts for Generator Curtailment will be accepted for a minimum of 100 KW of load to be transferred from the Company's source to the standby generator. Under this option, the Customer agrees to provide a source of capacity through load reduction at any time the Company has capacity constraints, including generation, transmission or distribution capacity constraints or reactive power concerns. The Company, at its sole discretion, may limit requests for curtailment to certain groups of customers for valid reasons. The Generator Option is not available to customers served under the Mandatory, Mandatory Plus, or Voluntary Curtailment Options.

When the Company requests the operation of the standby generator, a watt-hour meter(s) installed on or near the generator bus of the Customer's facility will record the kWh output at the generator. The Customer shall supply a 110-volt continuous source of power for the meter.

The Company will test the operation of the Customer's generator(s) each month, during which time the Customer will transfer load from the Company's source to the generator(s).

RATE

Facilities Fee \$ 155.00 per generator meter per month (See Exception)

Exception: If, in the Company's sole opinion, cellular communication technology cannot be utilized to retrieve data from the meter, the Customer may still be allowed to participate in the Generator Option by providing, at Customer's expense, a dedicated telephone line. In such a case, the Facilities Fee will be reduced by \$30.00.

Credits

1. Capacity Credit

The Customer will receive a Capacity Credit of \$3.50 per kW based on the average capacity generated during all Emergency Curtailment Periods and all tests of the current month, not to exceed the Maximum Curtailable Demand.

2. Energy Credit

The Customer will receive an Energy Credit of \$.10 per kWh, based on the metered output of the Customer's generator, for all kWh below the Maximum Curtailable Demand during all Emergency Curtailment Periods and tests in the month.

Penalty and Penalty Computation

If the Customer fails to transfer to the generator at least 50% of the Maximum Curtailable Demand on a continuous basis during an Emergency Curtailment Period, a penalty will be applied to the Customer's account for the month of occurrence

RIDER PS (NC)
POWERSHARE NONRESIDENTIAL LOAD CURTAILMENT

at the rate of \$2.00 per kWh for the difference between the generated capacity and 50% of the Maximum Curtailable Demand.

CONTROL NOTICES AND LIMITATIONS

The Customer shall be notified of all initiations of Emergency Curtailment Periods under this option at least fifteen (15) minutes prior to such times. The Company may invoke Emergency Curtailment Periods for not more than 100 hours in any year. Further, the Company shall have the right to invoke an Emergency Curtailment Period at any time, subject to a maximum duration of 10 hours in any calendar day, which may be extended only by mutual agreement with the Customer.

CONTRACT

MANDATORY CURTAILMENT OPTION AND GENERATOR CURTAILMENT OPTION

The Mandatory Curtailment Option and Generator Curtailment Option shall have an original minimum term of three (3) years, and shall renew annually thereafter for additional one (1) year terms until terminated by the Customer. Customer must give at least sixty (60) days' notice of such termination in writing. In the event the Customer requests an amendment to or termination of the service agreement for this Rider before the end of the applicable term or without providing the required notice, and such termination ceases or amendment reduces the Customer's obligation to curtail load and the Customer continues a contract for service under the applicable rate schedule at the same location, the Customer shall pay a termination fee equal to repayment of the credits received during the previous 12 months, plus the monthly Facilities Fee for each month in the remaining term of the agreement.

MANDATORY PLUS CURTAILMENT OPTION

The Mandatory Plus Curtailment Option shall have a minimum original term of one (1) year and shall renew annually thereafter until terminated by the Customer. The Customer may terminate or reduce their obligation under the Mandatory Plus option giving at least sixty (60) days written notice of such change. In the event the Customer requests termination or an increase to their Firm Demand before the end of the applicable term or without providing the required notice and continues the contract for service under the applicable rate schedule at the same location, the Customer shall pay a termination fee equal to repayment of the credits received on the Mandatory Plus option during the previous 12 months.

VOLUNTARY CURTAILMENT OPTION

The Voluntary Curtailment Option shall have a minimum original term of one (1) year and shall renew annually thereafter until terminated by the Customer. Customer must give at least sixty (60) days' notice of such termination in writing. In the event the Customer requests termination of service under this Rider before the end of the original term and continues the agreement for service under the applicable rate schedule at the same location, the Customer shall pay a termination fee equal to the monthly Facilities Fee for each month in the remaining original term of contract and required notice period.

The Company reserves the right to terminate the Customer's Contract under this Rider at any time upon written notice to the Customer for the failure to perform satisfactorily during three or more Curtailment Periods, as determined by the Company, or for violation of any of the terms or conditions of the applicable Schedule or this Rider.

RIDER PS (NC) POWERSHARE NONRESIDENTIAL LOAD CURTAILMENT

AVAILABILITY (North Carolina only)

Available on a limited and voluntary basis, at the Company's ~~option-discretion~~, to nonresidential customers receiving concurrent service from the Company on Schedule LGS, I, OPT-V and HP; ~~however, Customers receiving service on Schedule HP are eligible only for the Mandatory Curtailment~~ Option and Mandatory Plus Curtailment Options. The Company shall limit the acceptance of contracts under the Mandatory Curtailment and Generator Curtailment Options to a collective total of 1,500,000 KW of Maximum Curtailable Demand on the Company's system.

GENERAL PROVISIONS

Under this Rider, the Customer receives credits when, at the Company's request, the Customer agrees to reduce and maintain ~~his~~ load to a firm level ~~specified in the individual contract, or as nominated on a per event basis, or transfers load to a standby generator, as specified in the individual contract or as nominated on a per event basis under the curtailment options below~~ under one of the curtailment options below. The provisions of this Rider apply in addition to the stated provisions of the Customer's rate schedule.

Service under the Mandatory or Voluntary options of this Rider will not begin until, or unless the Company has satisfactory interval load data for the purposes of establishing the Forecasted Demand.

Continued service under this Rider is subject to satisfactory performance by the Customer, as determined by the Company, in response to the Company's request for curtailment.

DEFINITIONS

Contract Demand: The Contract Demand is the maximum kilowatt demand which the Company ~~shall be~~ required to supply to the Customer.

Maximum Curtailable Demand: The Maximum Curtailable Demand is either (a) that portion of the Contract Demand which the Company will supply to the Customer at all times except during Curtailment Periods under the Mandatory, Mandatory Plus, or Voluntary Curtailment Option or (b) the capacity the Customer agrees to transfer from the Company's source to the standby generator during Curtailment Periods under the Generator Curtailment Option. The ~~customer~~ Customer will be required to curtail at least 100 kW during Curtailment Periods under the Mandatory, Mandatory Plus, or Voluntary Curtailment Options. The Customer will be required to transfer at least 100 kW during Curtailment Periods and ~~Tests monthly tests~~ under the Generator Curtailment Option.

Firm Demand: The Firm Demand, which may be specified at different values for the Summer months of June through September and the Winter months of October through May, is that portion of the Contract Demand which the Company will supply to the Customer without limitation on the periods of availability. ~~For customers served on Schedule HP, the Firm Demand must be at least 100 kW less than the Customer Baseline (CBL).~~

Forecasted Demand: The Forecasted Demand is the kWh per hour which the Customer would be expected to register absent a Curtailment Period and is used to determine the Energy Credits applicable under the Mandatory or Voluntary Curtailment Option.

Emergency Curtailment Period: An Emergency Curtailment Period is that interval of time, initiated and terminated by the Company, ~~when the Company has capacity constraints, including generation, transmission or distribution capacity constraints or reactive power concerns and~~ (a) during which the participating Customer will require service at no more than the applicable Firm Demand under the Mandatory ~~or Voluntary~~ Curtailment Option, or (b) during which the Customer is requested to offset load from the Company's source by transferring load to the Customer's ~~engine/standby generator unit~~ under the Generator Curtailment Option.

Non-Emergency Curtailment Period: A Non-Emergency Curtailment Period is that interval of time, initiated and terminated by the Company, ~~when the Company determines that it would be economically beneficial to the Company compared to securing or implementing other supply or demand reduction alternatives and during which the participating Customer will require service at no more than the applicable Firm Demand under the Voluntary Curtailment or Mandatory Plus Curtailment Option.~~

RIDER PS (NC)
POWERSHARE NONRESIDENTIAL LOAD CURTAILMENT

Exposure Period: The Exposure Period is that period of time within the month corresponding to the weekday peak demand periods and during which curtailment under these provisions is most likely to occur. Specifically, the Exposure Period for the purpose of computing applicable monthly credits is defined as follows:

Summer Months of June through September
1:00 p.m. to 9:00 p.m., Monday through Friday

Winter Months of October through May
6:00 a.m. to 1:00 p.m., Monday through Friday

MANDATORY CURTAILMENT OPTION

GENERAL PROVISIONS

The Company's request to curtail service under this option may be at any time the Company has capacity constraints, including generation, transmission or distribution capacity constraints or reactive power concerns. The Company, at its sole discretion, may limit requests for curtailment to certain groups of customers for valid reasons.

Under this option, the ~~e~~Customer agrees to reduce and maintain load to the Firm Demand specified in the contract. Customers served under the Mandatory Curtailment Option may also contract for service under either the Mandatory Plus Curtailment or the Voluntary Curtailment Option, but not both, and ~~but~~ may not contract under the Generator Curtailment Option.

The Company reserves the right to test the provisions of this Rider twice per year, and shall give advance notice of any test to customers served under this Rider.

RATE

Facilities Fee \$ 40.00 per month

Credits*

1. Capacity Credit

Each month, a determination of the curtailable capacity available to the Company during the Exposure Period will be made in order to compute a credit under the Mandatory Curtailment Option. The resulting amount will be the Effective Curtailable Demand (ECD) and shall not be less than zero. The monthly Capacity Credit is equal to the ECD X \$3.50/kW.

2. Energy Credit

During any month when curtailment is requested, the Customer will also receive an energy credit of \$.10 per kWh for the energy curtailed between the Firm Demand and the Forecasted Demand during an Emergency Curtailment Period.

* HP customers see Schedule HP, Provision For Customers Served Under Rider PS

Penalty and Penalty Computation

If the Customer fails to reduce and maintain load at, or below the Firm Demand during any Emergency Curtailment Period, a penalty will be applied to the Customer's account for the month of occurrence at the rate of \$2.00 per kWh for all kWh used above the Firm Demand.

CONTROL NOTICES AND LIMITATIONS

The Customer shall be notified of all initiations of Mandatory Emergency Curtailment Periods at least thirty (30) minutes prior to such times. The Company may invoke Emergency Curtailment Periods under this option for not more than 100 hours in any calendar year. Further, the Company shall have the right to invoke an Emergency Curtailment Period at any time,

RIDER PS (NC)
POWERSHARE NONRESIDENTIAL LOAD CURTAILMENT

subject to a maximum duration of 10 hours in any calendar day, which may be extended only by mutual agreement with the Customer.

MANDATORY PLUS CURTAILMENT OPTIONGENERAL PROVISIONS

The Company's request to curtail service under this option may any time the Company has capacity constraints, including generation, transmission or distribution capacity constraints or reactive power concerns or at any time the Company determines that it would be economically beneficial to the Company to initiate curtailment rather than to secure or implement other supply or demand reduction alternatives. The Company, at its sole discretion, may limit requests for curtailment to certain groups of customers for valid reasons.

Only those Customers with active contracts under the Mandatory Curtailment Option are eligible to contract under the Mandatory Plus Curtailment Option. Customers on the Mandatory Plus Curtailment Option agree to reduce and maintain load to the Firm Demand specified in the contract when the Company requests curtailment for non-emergency conditions. Customers may establish Firm Demands under this option that are different from, but not lower than, those established under the Mandatory Curtailment Option and must meet a requirement to curtail at least 100 kW during Non-Emergency Curtailment Periods. Customers served under the Mandatory Plus Curtailment Option may not also contract under the Voluntary Curtailment or Generator Curtailment Option.

RATENon-Emergency Capacity Credit*

Each month, a determination of the curtailable capacity available to the Company during the Exposure Period will be made in order to compute a credit under the Mandatory Plus Curtailment Option. The resulting amount will be the Non-Emergency Effective Curtailable Demand (NECD) and shall not be less than zero. The monthly Non-Emergency Capacity Credit is equal to the NECD X \$1.00/kW and is in addition to the monthly Capacity Credit calculated under the Mandatory Curtailment Option.

* HP customers see Schedule HP, Provision For Customers Served Under Rider PS

Penalty and Penalty Computation

If the Customer fails to reduce and maintain load at, or below, the Firm Demand during any Non-Emergency Curtailment Period, a penalty will be applied to the Customer's account for the month of occurrence at the rate of \$3.00 per kWh for all kWh used above the Firm Demand.

CONTROL NOTICES AND LIMITATIONS

The Customer shall be notified of all initiations of Non-Emergency Curtailment Periods no later than 2:00pm EST on the prior day. If prior to or during any Mandatory Plus Curtailment Period the Company invokes a Mandatory Curtailment request, any Customer participating in the Mandatory Plus Curtailment Period will receive notice under the Mandatory Curtailment provision and will be required to comply with the terms of the Mandatory Curtailment Option, including contracted Firm Demands.

The Company may invoke Non-Emergency Curtailment Periods under this option for not more than 100 hours in any calendar year. Further, the Company shall have the right to invoke a Non-Emergency Curtailment Period at any time, subject to a minimum duration of four (4) hours and a maximum duration of ten (10) hours in any calendar day. Non-Emergency Curtailment Periods will also be subject to a maximum of two (2) consecutive days.

RIDER PS (NC)
POWERSHARE NONRESIDENTIAL LOAD CURTAILMENT

VOLUNTARY CURTAILMENT OPTION

GENERAL PROVISIONS

The Company's request to curtail service under the Voluntary Curtailment Option may be at any time. Under this option, the ~~customer-Customer~~ agrees, on a per event basis, to reduce load to a Firm Demand. Customers served under the Voluntary Curtailment Option may also contract for service under the Mandatory Curtailment Option, but may not contract under the Mandatory Plus Curtailment or Generator Curtailment Option.

Customers who agree to curtail load during a Voluntary Non-Emergency Curtailment Period must indicate the ~~ir~~ desire to participate in the event in accordance with an offer, the details of which will be posted on the Duke Energy web site. The Customer will be required to nominate an amount of load to be reduced during the Non-Emergency Curtailment Period by establishing a Firm Demand. Customer nominations to curtail load will be accepted on a first-come, first-served basis, and are not firm until the Company has accepted the Customer's nomination. Prior to acceptance of any nomination, the Company may rescind the offer based on customer responses to the offer or due to changes in load conditions.

Under the Voluntary Curtailment Option each participating customer will receive notice of an offer to participate in a curtailment event and such notice will normally be made on the business day immediately prior to the event, but in no case will be less than one hour's notice prior to the beginning of the Non-Emergency Curtailment Period. The offer will include the hourly energy prices (\$/kWh) for each hour of the Non-Emergency Curtailment Period to be used to determine the Energy Credit.

The Company reserves the right to test the provisions of this Rider twice per year, and shall give advance notice of any test to customers served under this Rider.

RATE

Facilities Fee \$ 40.00 per month (see Exception)

Exception: The Facilities Fee does not apply to customers concurrently enrolled under the Mandatory Curtailment Option.

Credits

Energy credits will be paid to the customer for the load curtailed between the Forecasted Demand and the Firm Demand during the Non-Emergency Curtailment Period. Energy Credits are not paid for load curtailed below the Firm Demand.

Penalty and Penalty Computation

No payment will be made to the ~~customer-Customer~~ during a Non-Emergency Curtailment Period unless the customer curtails at least 50% of the nominated load reduction in kilowatt hours.

CONTROL NOTICES AND LIMITATIONS

The Customer shall be notified of all initiations of Non-Emergency Curtailment Periods under this option at least thirty (30) minutes prior to such times. The Company may invoke Voluntary Non-Emergency Curtailment Periods for an unlimited number of hours per year with no limit on the number of hours in any given calendar day.

CONCURRENT PARTICIPATION IN THE MANDATORY CURTAILMENT AND VOLUNTARY CURTAILMENT OPTION

For Customers participating under both the Mandatory Curtailment Option and the Voluntary Curtailment Option, the following provisions apply:

RIDER PS (NC) POWERSHARE NONRESIDENTIAL LOAD CURTAILMENT

If prior to or during any Voluntary Non-Emergency Curtailment Period the Company invokes a Mandatory Curtailment request, any customer participating in the Voluntary Non-Emergency Curtailment Period will receive notice under the Mandatory Curtailment provision and be required to also comply with the Mandatory Curtailment provisions.

If prior to or during any Mandatory Emergency Curtailment ~~period-Period~~ the Company invokes a Voluntary Curtailment request, any customer participating in the Mandatory Emergency Curtailment Period may receive an offer under the Voluntary Curtailment provision and be allowed to participate in the Voluntary Non-Emergency Curtailment Period by providing additional curtailable load beyond their Mandatory Curtailment Option obligation.

Credits and penalties under the Mandatory Curtailment Option take precedence and will be determined before calculating credits under the Voluntary Curtailment Option. For concurrent participation in a Mandatory and Voluntary Curtailment event, the requirement under the Voluntary Curtailment Option to curtail at least 50% of the nominated load will be waived for Mandatory and Voluntary Curtailment Periods that run concurrently. In addition, during ~~a-concurrent Mandatory-~~ and Voluntary Curtailment ~~Periods-events~~, credits for the Voluntary Non-Emergency Curtailment Period will exclude all load curtailed pursuant to the Mandatory Curtailment provisions.

GENERATOR CURTAILMENT OPTION

GENERAL PROVISIONS

Contracts for Generator Curtailment will be accepted for a minimum of 100 KW of load to be transferred from the Company's source to the standby generator. Under this option, the ~~C~~customer agrees to provide a source of capacity through load reduction at any time the Company has capacity constraints, including generation, transmission or distribution capacity constraints or reactive power concerns. The Company, at its sole discretion, may limit requests for curtailment to certain groups of customers for valid reasons. ~~The Generator Option is not available to customers served under the Mandatory, Mandatory Plus, or Voluntary Curtailment Options or the Voluntary Curtailment Option.~~

When the Company requests the operation of the standby generator, a watt-hour meter(s) installed on or near the generator bus of the Customer's facility will record the kWh output at the generator. ~~The Customer shall supply a 110-volt continuous source of power for the meter.~~

The Company will test the operation of the Customer's generator(s) each month, during which time the Customer will transfer load from the Company's source to the generator(s).

RATE

Facilities Fee \$ 155.00 per generator meter per month (See Exception)

Exception: If, in the Company's sole opinion, cellular communication technology cannot be utilized to retrieve data from the meter, the ~~C~~customer may still be allowed to participate in the Generator Option by providing, at ~~his-Customer's~~ expense, a dedicated telephone line. ~~In such a case, the Facilities Fee will be reduced by \$30.00.~~

Credits

1. Capacity Credit

The Customer will receive a Capacity Credit of \$3.50 per kW based on the average capacity generated, ~~based on kilowatt hours associated with the Maximum Curtailable Demand,~~ during all Emergency Curtailment Periods and all tests of the current month ~~and all tests, not to exceed the Maximum Curtailable Demand.~~

2. Energy Credit

The Customer will receive an Energy Credit of \$.10 per kWh, based on the metered output of the Customer's generator, for all kWh below the Maximum Curtailable Demand, during all Emergency Curtailment Periods and tests in of the month ~~and all tests.~~

RIDER PS (NC) POWERSHARE NONRESIDENTIAL LOAD CURTAILMENT

Penalty and Penalty Computation

If the Customer fails to transfer to the generator at least 50% of the Maximum Curtailable Demand on a continuous basis, during an Emergency Curtailment Period, a penalty will be applied to the Customer's account for the month of occurrence at the rate of \$2.00 per kWh for the difference between the generated capacity and 50% of the Maximum Curtailable Demand.

CONTROL NOTICES AND LIMITATIONS

The Customer shall be notified of all initiations of Emergency Curtailment Periods under this option at least fifteen (15) minutes prior to such times. ~~—~~ The Company may invoke Emergency Curtailment Periods for not more than 100 hours in any year. ~~—~~ Further, the Company shall have the right to invoke an Emergency Curtailment Period at any time, subject to a maximum duration of 10 hours in any calendar day, which may be extended only by mutual agreement with the Customer.

CONTRACT

MANDATORY CURTAILMENT OPTION AND GENERATOR CURTAILMENT OPTION

The Mandatory Curtailment Option ~~and~~ Generator Curtailment Option shall have an original minimum term of three (3) years, and shall renew annually thereafter for additional one (1) year terms ~~until terminated by the Customer.~~ Customer must give ~~ing~~ at least sixty (60) days' notice of such termination in writing. ~~—~~ In the event the Customer requests an amendment to or termination of the service agreement for this ~~Rider~~ before the end of the applicable term or without providing the required notice, ~~and such termination ceases; or an amendment reduces;~~ the Customer's obligation to curtail load, ~~and the Customer continues the agreement a contract~~ for service under the applicable rate schedule at the same location, the Customer shall pay a termination fee equal to repayment of the credits received during the previous 12 months, plus the monthly Facilities Fee for each month in the remaining term of the agreement. ~~—The termination fee may be adjusted based on the Maximum Curtailable Demand established in an amended contract by the customer.~~

MANDATORY PLUS CURTAILMENT OPTION

The Mandatory Plus Curtailment Option shall have a minimum original term of one (1) year and shall renew annually thereafter until terminated by the Customer. The Customer may terminate or reduce their obligation under the Mandatory Plus option giving at least sixty (60) days written notice of such change. In the event the Customer requests termination or an increase to their Firm Demand before the end of the applicable term or without providing the required notice and continues the contract for service under the applicable rate schedule at the same location, the Customer shall pay a termination fee equal to repayment of the credits received on the Mandatory Plus option during the previous 12 months.

VOLUNTARY CURTAILMENT OPTION

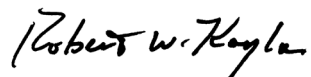
The Voluntary Curtailment Option shall have a minimum original term of one (1) year and shall renew annually thereafter until terminated by the Customer. Customer must give at least sixty (60) days' notice of such termination in writing. giving ~~at least sixty (60) days previous notice of such termination in writing.~~ In the event the Customer requests termination of service under this Rider before the end of the original term, ~~and continues the agreement for service under the applicable rate schedule at the same location,~~ the Customer shall pay a termination fee equal to the monthly Facilities Fee for each month in the remaining original term of contract and required notice period

The Company reserves the right to terminate the Customer's Contract under this Rider at any time upon written notice to the Customer for the failure to perform satisfactorily during three or more Curtailment Periods ~~events~~, as determined by the Company, ~~in response to requests for curtailment,~~ or for violation of any of the terms or conditions of the applicable Schedule or this Rider.

CERTIFICATE OF SERVICE

I certify that a copy of Duke Energy Carolinas, LLC's Proposed Modifications to the PowerShare® Nonresidential Load Curtailment Program, in Docket No. E-7, Sub 1032, has been served by electronic mail, hand delivery or by depositing a copy in the United States Mail, first class postage prepaid, properly addressed to parties of record.

This the 9th day of October, 2023.



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