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February 18, 2010

Ms. Renné C. Vance, Chief Clerk North Carolina Utilities Commission 4325 Mail Service Center Raleigh, North Carolina 27699-4325

RE: Docket No. E-7, Sub 831

Duke Energy Carolinas' Application for Approval of Save-a-Watt Approach, Energy Efficiency Rider and Portfolio of Energy Efficiency Programs

Dear Ms. Vance:

Enclosed for filing with the Commission are an original and 31 copies of Duke Energy Carolinas' Rider PM (NC) for the Power Manager Load Control Program approved by the Commission by its February 26, 2009, Order in this docket.

Sincerely,

If you have any questions, please let me know.

Lara Simmons Nichols

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Enclosure

North Carolina Original Beal No. 1 FEB 1 9 2010 VICE N.C. Utilities Office

RIDER PM (NC) POWER MANGER LOAD CONTROL SERVICE

AVAILABILITY (North Carolina only)

Available to individually metered residential customers receiving concurrent service from the Company on Schedule RS, RE, or ES, who are not served under Rider SCG or Rider NM.

This Rider is available on a voluntary basis, at the Company's option, in areas where the Company operates load control devices. This Rider is available for control of electric central air conditioning (cooling) systems where the following requirements are met:

- 1. The Customer must agree to control of all central air conditioning installed in the residence.
- 2. The Company shall have the right to require that the owner of the controlled equipment give satisfactory written approval for the Company's installation and operation of load control devices on that equipment before entering an agreement with the Customer and making such installation.
- 3. Neither the Customer nor his agent shall disconnect or otherwise interfere with the Company's equipment required to control the Customer's air conditioning system.
- 4. The Customer shall immediately notify the Company of the removal or damage to the Customer's equipment or the remote control unit.

INTERRUPTION PERIODS

The Company shall have the right to interrupt service to the Customer's central air conditioning (cooling) systems at any time the Company has capacity problems, including generation, transmission or distribution capacity problems or reactive power problems.

In addition, the Company shall have the right to intermittently interrupt (cycle) service to the Customer's central electric air conditioning (cooling) systems. The Company will restrict its operation of the load control devices so that during the eighteen (18) hour period from 6:00 a.m. to 12 midnight, the total duration of cycling interruption shall not exceed ten (10) hours.

The Company, at its sole discretion, may limit requests for curtailment to geographic regions for valid reasons.

The Company reserves the right to test the function of these load control provisions at any time.

CREDITS FOR LOAD CONTROL

Payments will be made to the Customer as a billing credit as follows:

Billing Month
July - October

Credit \$ 8.00 per month

The total credits on any monthly bill shall not exceed 35% of the current monthly bill calculated on the appropriate rate schedule exclusive of such credits. In addition, the monthly bill shall not be less than the Basic Facilities Charge for the applicable schedule.

INSTALLATION FEE

Service under this Rider requires a circuit wired through a Company meter enclosure, exclusive of any other load, and suitable for the installation of a load control device. The Customer shall pay a fee as follows:

Prewired for load control service No charge Additional wiring for air conditioning service \$35.00

The Company will not be required to install additional wiring for the charge listed above if the Company determines the wiring cannot be done in a manner which is economically feasible.

North Carolina Original Leaf No. 71 Effective March 1, 2010 NCUC Docket No. E-7, Sub 831 Order Dated February 26, 2009

RIDER PM (NC) POWER MANGER LOAD CONTROL SERVICE

<u>CONTRACT PERIOD</u>
The Company offers a contract for customers allowing load control for an initial term of one year and thereafter until terminated by either party on thirty days' written notice. The Company reserves the right to terminate the Customer's contract under this Rider at any time upon notice to the Customer for violation of any of the terms or conditions of the applicable schedule or this Rider. If within the first year, the Customer wishes to discontinue load control service the Customer will pay a \$25.00 service charge.