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December 5, 2023

VIA ELECTRONIC FILING

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

**RE: Duke Energy Carolinas, LLC and Duke Energy Progress, LLC's
Compliance Tariffs
Docket Nos. E-7, Sub 1032 & E-2, Sub 927**

Dear Ms. Dunston:

Pursuant to the North Carolina Utilities Commission's Rule R8-25(a) and the Commission's *Order Approving Programs* issued on November 28, 2023, enclosed for filing in the above-referenced dockets are Duke Energy Carolinas, LLC and Duke Energy Progress, LLC's compliance tariffs in clean and redlined forms.

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

Sincerely,

A handwritten signature in black ink, appearing to read "KR" followed by a stylized flourish.

Kathleen H. Richard

Enclosures

cc: Parties of Record

OFFICIAL COPY

Dec 06 2023

RESIDENTIAL INCOME-QUALIFIED POWER MANAGER LOAD CONTROL PROGRAM RIQLC (NC)

PURPOSE

The purpose of this program is to provide income-qualified customers with equipment to facilitate participation in the Company's demand response program.

PROGRAM

The program is available to individually metered residential customers who have participated in the Company's income-qualified programs, including, but not limited to, income-qualified energy efficiency programs, within the 36 months preceding the date of enrollment. Participating Customers agree to allow the Company to interrupt service to an installed, approved electric heat pump(s) used for cooling and/or approved electric heating source providing primary or backup electric resistance heat. Customers may choose to participate via one of the following options: (1) a Load Control Device(s) provided by the Company, (2) the installation of an eligible thermostat(s) by the Company which will be Customer-owned following enrollment, or (3) the enrollment of an eligible Customer-owned thermostat(s). Participants can only be enrolled in one option at a time.

Customers choosing the Load Control Device(s) option agree to allow the Company or its representative to install and operate the necessary control equipment in a suitable location in or about the residence. The Load Control Device(s) option is only available in areas where load control signal can be satisfactorily received. Renters must have the owner's consent to participate in the Load Control Device(s) option.

Customers choosing either thermostat option must (1) occupy the residence, (2) have control of the approved central air conditioning and/or central heating units, and (3) must have the thermostat(s) configured in a manner which allows the Company to communicate and control Customer's equipment remotely.

Under the provisions of this Program, the Company shall be allowed to monitor the operation of load-controlling equipment as well as the Customer's energy usage and the operation of the controlled devices.

ELIGIBILITY

Customers choosing the Load Control Device(s) option must have a heat pump or central air conditioning unit with ducted electric resistance heating elements.

Customers choosing either thermostat option must have the following:

- A heat pump or central air conditioning unit with ducted electric resistance heating elements.
- Wi-Fi internet access in the residence.

Customers in a residence that has Wi-Fi/internet access and that has participated in one of the Company's income-qualified programs, including, but not limited to, income-qualified energy efficiency programs, within the 36 months preceding the date of enrollment may qualify to receive a smart thermostat installed and registered with the thermostat manufacturer at no cost to the Customer.

All air conditioning and/or heating units installed at the residence must participate in load control to be enrolled in the program.

PAYMENT OF INCENTIVES

Load Control Device Participants:

Load Control Device participants will receive a monthly incentive for the billing months of January through April in the amount of \$6 per month.

Thermostat Participants:

Thermostat participants will receive an Initial Incentive Payment following the successful installation and enrollment of the participating Customer's thermostat(s) in the amount of \$75. Following each twelve months of continuous participation on the thermostat option, Customers will receive an Annual Incentive in the amount of \$25. Incentives may be offered in a variety of ways, including, but not limited to bill credits, checks, and prepaid credit cards.

**RESIDENTIAL INCOME-QUALIFIED POWER MANAGER LOAD CONTROL
PROGRAM RIQLC (NC)****INTERRUPTION****Load Control Device Participants:**

Company shall be allowed, at its discretion, to interrupt service to each heating system for up to four hours during each day of the winter control season months of December through March. Heating unit interruptions shall be limited to a total of 60 hours during any one winter season. Company reserves the right for interruption outside of these parameters in the event continuity of service is threatened.

Thermostat Participants:

Company shall be allowed, at its discretion, to interrupt service to each heating system for up to four hours during each day of the winter control season months of December through March. Heating unit interruptions shall be limited to a total of 45 hours during any one winter season. Interruptions of heating and/or cooling systems for the remainder of the year are limited to a total of 15 hours. Company reserves the right for interruption outside of these parameters in the event continuity of service is threatened.

EQUIPMENT INSPECTION AND SERVICING

The Company or its agents shall have the right of ingress and egress to Customer's premises at all reasonable hours for the purpose of inspecting Load Control Device(s) wiring and apparatus; changing, exchanging, or repairing its property, as necessary; or removing its property after termination of service. The Company and Customer shall schedule a convenient time for such purposes whenever it is necessary to service the Company's equipment installed inside the residence. If any tampering with Company-owned equipment occurs, Company may adjust the billing and take other action in accordance with the Rules and Regulations of the North Carolina Utilities Commission and the laws of the State of North Carolina as applicable to meter tampering.

TESTING AND OPTING OUT OF EVENTS

The Company reserves the right to test the load control functionality at any time, and such test periods shall be counted toward the maximum hourly interruption limit. The Customer shall have the option to opt out of control events; however, if the Customer opts out of more than two (2) control event in a single winter or summer control season, the Customer may be subject to removal from the program and forfeit program incentives. A control event opt-out includes non-participation in any part of the interruption time period. If the Company is unable to communicate with Customer's thermostat(s) during a load control event, it will be counted as an event opt-out.

CONTRACT PERIOD

The Contract Period shall not be less than one year. Customer or Company may terminate participation under the Rider by providing 30-day notice to the other party.

COMPANY RETENTION OF PROGRAM BENEFITS

Incentives and other considerations offered under the terms of this Program are understood to be an essential element in the recipient's decision to participate in the Program. Upon payment of these considerations, the Company will be entitled to any and all environmental, energy efficiency, and demand reduction benefits and attributes, including all reporting and compliance rights, associated with participation in the Program.

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Customers choosing either thermostat option must (1) occupy the residence, (2) have control of the approved central air conditioning and/or central heating units, and (3) must have the thermostat(s) configured in a manner which allows the Company to communicate and control Customer's equipment remotely.

Under the provisions of this Program, the Company shall be allowed to monitor the operation of load-controlling equipment as well as the Customer's energy usage and the operation of the controlled devices.

ELIGIBILITY

Customers choosing the Load Control Device(s) option must have a heat pump or central air conditioning unit with ducted electric resistance heating elements.

Customers choosing either thermostat option must have the following:

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**RESIDENTIAL INCOME-QUALIFIED POWER MANAGER LOAD CONTROL
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Thermostat Participants:

Company shall be allowed, at its discretion, to interrupt service to each heating system for up to four hours during each day of the winter control season months of December through March. Heating unit interruptions shall be limited to a total of 45 hours during any one winter season. Interruptions of heating and/or cooling systems for the remainder of the year are limited to a total of 15 hours. Company reserves the right for interruption outside of these parameters in the event continuity of service is threatened.

EQUIPMENT INSPECTION AND SERVICING

The Company or its agents shall have the right of ingress and egress to Customer's premises at all reasonable hours for the purpose of inspecting Load Control Device(s) wiring and apparatus; changing, exchanging, or repairing its property, as necessary; or removing its property after termination of service. The Company and Customer shall schedule a convenient time for such purposes whenever it is necessary to service the Company's equipment installed inside the residence. If any tampering with Company-owned equipment occurs, Company may adjust the billing and take other action in accordance with the Rules and Regulations of the North Carolina Utilities Commission and the laws of the State of North Carolina as applicable to meter tampering.

TESTING AND OPTING OUT OF EVENTS

The Company reserves the right to test the load control functionality at any time, and such test periods shall be counted toward the maximum hourly interruption limit. The Customer shall have the option to opt out of control events; however, if the Customer opts out of more than two (2) control event in a single winter or summer control season, the Customer may be subject to removal from the program and forfeit program incentives. A control event opt-out includes non-participation in any part of the interruption time period. If the Company is unable to communicate with Customer's thermostat(s) during a load control event, it will be counted as an event opt-out.

CONTRACT PERIOD

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COMPANY RETENTION OF PROGRAM BENEFITS

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RESIDENTIAL INCOME-QUALIFIED ENERGYWISE LOAD CONTROL PROGRAM (RIQLC)

PURPOSE

The purpose of this program is to provide income-qualified customers with equipment to facilitate participation in the Company's demand response program.

PROGRAM

The program is available to individually metered residential customers who have participated in the Company's income-qualified programs, including, but not limited to, income-qualified energy efficiency programs, within the 36 months preceding the date of enrollment. Participating Customers agree to allow the Company to interrupt service to an installed, approved electric heat pump(s) used for cooling and/or approved electric heating source providing primary or backup electric resistance heat.

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ELIGIBILITY

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PAYMENT OF INCENTIVES

Load Control Device Participants:

Load Control Device participants will receive an initial \$25 bill credit after installation and subsequent \$25 bill credits after every 12 consecutive months in the program.

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CERTIFICATE OF SERVICE

I certify that a copy of Duke Energy Carolinas, LLC and Duke Energy Progress, LLC's Compliance Tariffs, in Docket Nos. E-7, Sub 1032 and E-2, Sub 927, has been served by electronic mail, hand delivery or by depositing a copy in the United States mail, postage prepaid to the parties of record.

This the 5th day of December, 2023.



Kathleen H. Richard
Senior Counsel
Duke Energy Corporation
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