LAW OFFICE OF

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FILED MAR 15 2012

Clerk's Office N.C. Utilities Commission

Cill Disk, with

March 15, 2012

Gail L. Mount
Deputy Clerk
Office of the Chief Clerk
North Carolina Utilities Commission
4325 Mail Service Center
Raleigh, NC 27699-4325

RE: Docket No. E-7, Sub 831

Dear Mrs. Mount:

Attached please find an original and thirty copies of the Amended Revised Tariff for Duke Energy Carolinas, LLC's (the "Company") Power Manager Program, which reflects additional language regarding the Company's commitment to provide the necessary wiring for a circuit, exclusive of any other load, suitable for the installation of a load control device. The Company is submitting both a clean and redlined version of the amended tariff for the Commission's convenience.

Sincerely,

Robert W. Kaylor

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Encls.

cc: Parties of Record

Superseding North Carolina Original Leaf No. 71

RIDER PM (NC) POWER MANAGER LOAD CONTROL SERVICE

AVAILABILITY (North Carolina only)

Clerk's Office Available to individually metered residential customers receiving concurrent service from the Company cassing 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.
- 5. The Company will provide the necessary wiring for a circuit, exclusive of any other load, suitable for the installation of a load control device. However, the Company will not be required to install additional wiring if the Company determines the wiring cannot be done in a manner which is economically feasible.

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.

CONTRACT PERIOD

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.

North Carolina First (Proposed) Leaf No. 71 Effective NCUC Docket No. E-7, Sub Order Dated

North Carolina <u>First (Proposed) Revised</u>Original Leaf No. 71 Superseding North Carolina Original Leaf No. 71

RIDER PM (NC) POWER MANAGER 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.
- 4.5. The Company will provide the necessary wiring for a circuit, exclusive of any other load, suitable for the installation of a load control device. However, the Company will not be required to install additional wiring if the Company determines the wiring cannot be done in a manner which is economically feasible.

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.

INSTAL LATION 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

North Carolina <u>First (Proposed)</u> Original Leaf No. 71 Effective March 1, 2010
NCUC Docket No. E-7, Sub 831
Order Dated February 26, 2009

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Amended

North Carolina <u>First (Proposed) RevisedOriginal</u> Leaf No. 71 Superseding North Carolina Original Leaf No. 71

RIDER PM (NC) POWER MANAGER LOAD CONTROL SERVICE

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.

CONTRACT PERIOD

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.

CERTIFICATE OF SERVICE

I certify that a copy of Duke Energy Carolinas, LLC's Amended Revised Tariff Power Manager Program in Docket No. E-7, Sub 831, has been served by electronic mail (e-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 15th day of March, 2012.

Robert W. Kaylor

Law Office of Robert W. Kaylor, P.A. 3700 Glenwood Avenue, Suite 330

Raleigh NC 27612

(919) 828-5250

NC State Bar No. 6237