



## **Burlington Electric Department Tariff Sheet**

### **Electric Vehicle Rate**

#### **Availability**

Service under this Rate is available to Customers that currently take service through BED's Residential Service (RS), Small General Service ("SG"), or Large General Service ("LG") Rate and who have a currently registered Motor Vehicle, as defined by the Vermont Motor Vehicle Code, which is a battery electric vehicle ("BEV") or plug-in hybrid electric vehicle ("PHEV") recharging via a recharging outlet at Customer's premises. Both BEV and PHEV will be referred to herein as an Electric Vehicle ("EV").

This Rate is not available to Customers with a conventional, charge-sustaining (battery recharged solely from the vehicle's on-board engine) hybrid electric vehicle ("HEV"). Low-speed electric vehicles and electrically powered motorcycles or bicycles, as defined by the Vermont Motor Vehicle Code, are not eligible for this Rate option.

This Rate is specific to the charging of Electric Vehicles where the amount of energy (kilowatt-hours) and time of the EV charging (hourly or sub hourly) is separately measured by a BED-approved measuring device ("Measuring Device") with which BED can communicate via internet connection.

Customer enrollment in the Flexible Load Option or Flexible Real-Time Option is subject to installation of a BED-approved load control device ("Load Control Device") with which BED can communicate via internet connection, that enables BED to control the level of EV charging (kilowatt-hours) over a period of time (hourly or sub hourly). The Load Control Device under the Flexible Real-Time Option must also be able to accept real-time control. Capabilities listed for both devices above may exist in the same BED-approved Device.

Service under this schedule is provided at the sole discretion of BED and based upon the availability of a Measuring Device, a Load Control Device as required for the Flexible Load Option and Flexible Real-Time Option, and is subject to the Conditions of Service listed below.

#### **Character of service**

Alternating current, 60 Hertz, at the standard utilization voltage.

#### **Monthly Bill**

All electricity consumed will be billed at the prevailing RS, SG, or LG Energy Rate in accordance with the Customer's rate class. If all EV charging occurs during the specified EV Charging Hours the Customer will accumulate an EV Charging Credit that will be applied to the monthly electric bill. One of the below options must be met to become eligible to receive the EV Charging Credit.

##### **Fixed EV Charging Option**

Customer is eligible to receive the EV Charging Credit for applicable EV charging during a billing month if EV charging occurs within the Fixed EV Charging hours specified below. Any EV charging occurring during all other hours will cause Customer to become ineligible to receive the EV Charging Credit for the current billing period and no EV Charging Credit will be subtracted from the Customer's bill during that period. Eligibility to accumulate EV Charging Credits resets when a Customer begins a new billing cycle.

##### **Flexible Load Option**

Customer may choose to participate in this separate Flexible Load Option as an alternative to the Fixed EV Charging Option shown above and the Flexible Real-Time Option shown below. Flexible Load means the level of EV charging will be varied according to market and load information including the current wholesale price of energy and probability of a peak, or due to local grid constraints. Customer will have the option to charge freely by opting out of providing Flexible Load at any time, however this will cause Customer to lose all EV Charging Credit for that billing period. Customers enrolling in this option must have a BED-approved

Measuring Device and (if enrolled in the Flexible Load Option) a BED-approved Load Control Device (these capabilities may exist in the same BED-approved device), and meet the Conditions of Service outlined below.

**Flexible Real-Time Option**

Customer may choose to participate in this separate Flexible Real-Time Load Option as an alternative to the Fixed EV Charging and Flexible Load Options shown above. Flexible Real-Time means the level of EV charging will be varied without advance warning according to market and load information, including the current wholesale price of energy and probability of a peak, or due to local grid constraints. The Customer will have the option to charge freely by opting out of the Flexible Real-Time hours at any time, however this will cause the Customer to lose all EV Charging Credit for that billing period. The Customer enrolling in this option must have a BED-approved Measuring Device and a BED-approved Load Control Device with real-time Flexible Load capabilities (these capabilities may exist in the same BED-approved device) and meet the Conditions of Service outlined below.

**EV Charging Hours**

<i>Fixed EV Charging</i>	10 PM - 12 PM ( <i>next day</i> )
<i>Flexible Load</i>	Hours designated by BED in advance
<i>Flexible Real-Time</i>	Hours designated by BED

**EV Charging Credit**

Energy Credits

Residential Service:	\$0.067735 per kWh
Small General Service:	\$0.067735 per kWh

Demand Credits

Large General Service:	\$20.03 per kW*
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\*For a Large General Service Customer the Demand Credit will be calculated based on the difference, if any, between the Billing Demand and non-EV Charging Billing Demand when all EV charging occurs during the EV Charging Hours of the specified billing month.

**Conditions of Service**

- 1) The above EV Charging Credit, if applicable, will appear on Customer's normal monthly bill, which is payable on presentation of the bill.
- 2) Eligibility for the Electric Vehicle Rate requires that the Customer install a BED-approved Measuring Device for the Customer rate class. Eligibility for the Flexible Load Option requires that the Customer additionally install a BED-approved Load Control Device for the Customer rate class. Eligibility for the Flexible Real-Time Load Option requires that the Customer install a BED-approved Load Control Device for the Customer rate class that can accept real-time Flexible Load signals. Herein the Measuring Device and the Load Control Device may be referred to collectively as "Devices". The capabilities of these two Devices may exist in a single BED-approved Device. A list of currently approved Devices that Customer may elect to purchase and install privately will be made available by BED upon request. If BED elects to offer Devices directly to Customer, this list of approved Devices will include the price at which the Customer may purchase the Device from BED. If BED chooses to offer the Device(s) at a discounted price (in return for commitment to remain on the rate for a period of time), the applicable early termination fee in return for the discounted price for that Device will be shown as well.
- 3) Customer will maintain the Devices and may be subject to a Termination Fee if exiting the program prior to reaching 5 years under this Rate. For more details, see 9) Customer Termination, below.

- 4) Eligibility for the EV Charging Credit is predicated on all EV charging recorded by the Measuring Device occurring during the specified EV Charging Hours, as they are defined for each Option, for the applicable billing period. Any usage during all other hours or opting out of a Flexible Load or Flexible Real-Time Event in a billing period will result in Customer losing EV Charging Credit for the current billing period. Eligibility to accumulate EV Charging Credits resets when a Customer begins a new billing cycle.
- 5) Customer must connect and maintain accessibility between the Measuring Device, and if applicable the Load Control Device, and their Wi-Fi (or other means of communication) sufficient to enable BED to access and communicate with the Device via the internet.
- 6) Customer acknowledges that the Measuring Device and the Load Control Device (if applicable) will not be fully accessible without:
  - a) a working and reliable Wi-Fi network or other protocol in Customer's premises that is positioned to communicate reliably with the Devices;
  - b) A user account for Devices where applicable;
  - c) Other system elements that may be required by the manufacturer of any of the equipment (i.e., smartphone apps). It is the Customer's responsibility to ensure that they have all required system elements and that such elements are compatible and properly configured. BED's access to the Devices may not work as described or as contemplated under this Agreement when this requirement and compatibility have not been met. Customer acknowledges that the ability for BED to access the Devices is dependent on (i) wiring, Wi-Fi network, and other related equipment and communications protocols, and (ii) the Customer's Internet service provider ("ISP"). Customer is responsible for all fees charged by the ISP in connection with participation in the Electric Vehicle Rate. Customer also acknowledges their responsibility for compliance with all applicable agreements, terms of use/service, and other policies of the Devices' manufacturer and the Customer's ISP.
- 7) As part of this Rate, Customer may be required to provide certain information, including personally identifiable information, to the third-party manufacturer of the Devices. By providing this information and enrolling in this Electric Vehicle Rate, Customer consents to the portion of this information, to the extent required for billing this rate (such as energy consumption by time interval and overriding of load control events), being provided to BED by the third-party manufacturer. BED will use this information to calculate the Energy Charges and Credits under this Rate. Such information will be used in accordance with BED's Privacy Policy, which is available online at [www.burlingtonelectric.com/privacy](http://www.burlingtonelectric.com/privacy).
- 8) As part of the Flexible Load and Flexible Real-Time Options BED shall have the ability to control Customer's EV charging to help reduce or delay energy use in times of peak demand or grid constraints. Customer will be notified of these events based on the following notice structure and will be able to opt-out of any planned reductions or delays in energy for EV charging.

For the Flexible Load Option:

- a) BED will notify Customers through a mobile phone application ("app"), email, and/or text message. BED will provide at least 8 hours of notice prior to the start of an event.
- b) Duration of the Flexible Load period will not exceed 10 hours per Customer per day.

For the Flexible Real-Time Option:

- c) The BED-approved Load Control Device must have the ability to automatically curtail charging when necessary, based on market and load information including the current wholesale price of energy and probability of a peak, or due to local grid constraints. The Customer will receive notification of this curtailment at the time that it occurs via app or email. The Customer may not receive advance notice of the event.

- d) Duration of the Flexible Real-Time non-charging period will not exceed 10 hours per customer per day.
  - e) Hours of curtailed charging are anticipated to be lower than the other Charging Options under this tariff.
- 9) Customer Termination: Customer may withdraw from this Rate at any time by providing Notice to BED. If Termination occurs prior to reaching 5 years of service, an early termination charge will be added to Customer's next BED bill in the amount determined by the BED list of approved Devices, unless Customer opts for the following options:
- a) If Customer purchased the Device(s) from BED at a discounted price, the Device(s) must be returned to BED in an operating condition to avoid the early termination charge shown for that discounted option on the list of BED-approved Devices. Customer may either have the Device(s) removed and return the Device(s) or may arrange with BED for the removal of the Device(s) at a labor charge of \$65 per Device.
  - b) If Customer purchased the BED-approved Device(s) privately, or at full price from BED, Customer may leave this rate option without any termination fee.
- 10) If BED is unable to access the Devices for load control purposes and such inaccessibility coincides during non-EV Charging Hours, Customer will be ineligible to receive the EV Charging Credit for the billing month that this disruption occurs. If access to the Devices is not restored within 45 days upon notice by BED, it will be considered a Termination pursuant to paragraph 9.
- 11) If BED is unable to access the necessary charging data required to implement this rate for a Customer, the Customer will be notified. If access to the Devices is not restored within 45 days upon notice by BED, it will be considered a termination pursuant to paragraph 9. If upon restoration of communication, sufficient information is not stored on the device to verify compliance with tariff terms during the communication outage, Customer will be ineligible to receive the EV Charging Credit for the billing month(s) that the communication disruption occurred.
- 12) When no specific provisions are provided in this Rate, service will be delivered under BED's Operating Guidelines.