



Burlington Electric Department Tariff Sheet

Residential Electric Vehicle Rate

Availability

Service under this Rate is available to Customers that currently take service through BED's Residential Service ("RS") 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, kWh) and time of the EV charging (hourly or sub hourly) is separately measured by a BED approved measuring device ("Measuring Device") with which BED is capable of communicating via internet connection.

Customer opting for the Flexible Load Option is subject to installation of a BED approved load control device ("Load Control Device") with which BED is capable of communicating via internet connection, that enables BED to control the level of EV charging (kilowatt-hours) over a period of time (hourly or sub hourly). 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 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 Energy Rate. If all EV charging occurs during the specified EV Charging Hours the Customer will accumulate an EV Charging Credit per kWh that will be applied to the monthly electric bill. The applied EV Charging Credit will not reduce the RS Energy Rate below \$0.08 per kWh. 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. Customers enrolling in this option must have a BED approved Measuring Device.

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. 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 a BED approved Load

Control Device (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 noon (<i>next day</i>)
<i>Flexible Load</i>	Hours designated by BED in advance

Energy Credits

<i>EV Charging Credit</i>	\$0.0677350 per kWh (recorded at the Measuring Device)
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Conditions of Service

- 1) The above EV Charging Credit, if applicable, will appear on Customer's normal monthly RS bill, which is payable on presentation of the bill.
- 2) Eligibility for the Residential Electric Vehicle Rate requires that Customer install a BED approved Measuring Device. Eligibility for the Flexible Load Option requires that Customer additionally install a BED approved Load Control Device. 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 that the Customer may purchase the device from BED for. 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 Condition 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 for the applicable billing period or no Customer opt outs of the Flexible Load hours during the applicable billing period. Any usage during all other hours or opting out of providing Flexible Load 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 personal Wi-Fi sufficient to enable BED to access and communicate with the Device(s) 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 home 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. smart phone apps). It is the Customer's responsibility to ensure that he/she has 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 schedule when this requirement and compatibility have not been met. Customer acknowledges that the ability for BED to access the Devices is dependent on (i) home wiring, home 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 Residential Electric Vehicle Rate. Customer also acknowledges his/her responsibility for compliance with all applicable agreements, terms of use/service, and other policies of 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 having information 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.
- 8) As part of the Flexible Load Option 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 in advance 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.
 - a) A Monthly Charging Schedule will be sent via email to Customers prior to start of each month. This will help to identify the hours that are likely to require Flexible Load and will help Customers to plan around peaks well in advance.
 - b) In the event that a set of hours fall outside of the monthly charging schedule, BED will notify Customers through email and/or text message. BED will provide at least 8 hours of notice prior to the start of an event.
 - c) Duration of the Flexible Load period will not exceed 10 hours per Customer per day.
- 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 specified on 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 Flexible Load hours, Customer will be ineligible to receive the EV Charging Credit for the billing month that inaccessibility 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.