

**LOAD RESPONSE (LR) TARIFF FOR COMMERCIAL & INDUSTRIAL TARIFFS**  
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**Description of the Service**

Burlington Electric Department (BED) will make payments to eligible customers (Customer(s)) that participate in this Program based on the amount of load reduced from its system or transferred from its system to an on-site generator when a request is made by BED to reduce load. Load reduction when requested is voluntary under this program.

**Recitals**

- A. ISO New England, Inc. ("ISO-NE") has designed a Load Response Program ("ISO-NE LRP") to offer incentives to eligible customers of electric utilities in New England to curtail customer load during periods of expected high-energy prices.
- B. BED has the opportunity to participate in the ISO-NE LRP by offering this voluntary Real-Time Price Response Program (the "Program") to eligible customers. The Program permits customers to receive payment of a share of energy cost savings resulting from the Customer's curtailment of load at the request of BED during periods of expected high-energy prices.

**Article I - Eligibility**

- 1.1 This Tariff is available only to Customers that do not have a special contract that provides benefits for load curtailment with BED or ISO-NE at any time during the duration of this Agreement.
- 1.2 This Program is available only to Customers that have, or will have, installed interval-metering equipment necessary to measure and estimate the load curtailment obtained in response to a request to curtail load. BED bears the costs of the required interval metering equipment, as specified in § 2.10.
- 1.3 This Program is available only to Customers who are capable of implementing the curtailment on short notice.
- 1.4 This Program is available only to Customers who designate a level of curtailable load that shall not be less than 50 kW. BED shall not be required to contract with any Customer who, in its judgment, is not capable of curtailing 50 kW or more of load for more than one consecutive hour.

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

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**Article II – Program Participation and Installation Costs**

- 2.1 BED will request voluntary curtailment of Customer loads under this tariff when ISO NE has activated a Real Time Price Response event for the Vermont zone.
- 2.2 There is no maximum limit to the number or duration of curtailments requested in this Program.
- 2.3 The minimum duration of a Customer's participation
- 2.4 Requests to curtail, and revision of such requests, shall be made by email, telephone, facsimile, or any other means of communication mutually acceptable to the parties by a BED representative or ISO-NE representative to a designated Customer representative. BED shall not be liable for any damages claimed as a consequence of inaccuracy in terms of forecast and actual Locational Marginal Pricing (LMP), inability to notify the customer's representative or loss of interval demand data from the meter.
- 2.5 Requests to curtail load shall specify the date of curtailment and the beginning and ending clock hours of curtailment.
- 2.6 Advance notice of curtailment shall normally be given more than 60 minutes prior to the beginning hour of curtailment, except that during an emergency or unexpected revision of the LMP forecast, BED may provide less than 60 minutes notice.
- 2.7 At the Customer's discretion, the Customer will reduce load on BED's system during the curtailment period specified by ISO\_NE. It is the Customer's responsibility to determine if curtailment of load is beneficial to the Customer.
- 2.8 Load reduction may occur by any means available to the Customer, including the physical disconnection of load from BED's system and/or by reducing load through the operation of a Customer's on-site generation that is normally not used to serve load.
- 2.9 BED shall not request a Customer to reduce load until after registration of the Customer's load with ISO-NE is completed.
- 2.10 The installation costs of any interval metering equipment required for the Customer to participate in the Program shall be borne by BED. BED shall be the owner and shall be responsible for the maintenance of the interval metering equipment.

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

For further information, see BED's Operating Guidelines

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**Article III – Credit for Curtailed Load**

- 3.1 The customer credit will be calculated for each clock hour in which Customer was requested to curtail load in accordance with the then current version of the ISO-NE Load Response Program Manual prepared by ISO New England Inc.
- 3.2 Seventy percent (70%) of the sum of the hourly curtailment credits in each month will be applied as payment to the Customer's Bill on an intermittent basis.
- 3.3 Customer may request a copy of the current version of the ISO-NE Load Response Program Manual from BED.

**Article IV - Termination**

- 4.1 The Customer may terminate participation in the Program any time after the minimum 1 year duration by giving BED thirty (30) days prior written notice specifying the date of termination.
- 4.2 Participation will be terminated on such a date as ISO-NE no longer offers the Real-Time Price Response load response program.

**Article V - Conditions**

- 5.1 All terms, conditions, and rates contained in BED's applicable tariff and accompanying general terms and conditions, as approved by the PSB from time to time, shall apply to the sale and purchase of electric service by participant customer unless otherwise modified or amended by this Tariff.
- 5.2 The Customer should notify BED in advance of any substantial planned reductions in normal load conditions (e.g., vacation shutdowns), and as they occur of any substantial unplanned reductions in normal load conditions (e.g., substantial manufacturing process outages).
- 5.3 The Customer is responsible for compliance with all permits, laws and regulations relating to Customer's use of generators.
- 5.4 The Customer shall not be subject to any penalties for failing to curtail load following notification of modification of this Agreement, except as provided in section 3.1.

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

For further information, see BED's Operating Guidelines

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**Article VI – Contact Information**

- 6.1 The Customer shall provide BED with the following contact information:
- Customer name
  - Account number
  - Service address
  - Contact person
  - Telephone number
  - Email address
  - Fax number
  - Pager number (optional)
  - Designated target level of curtailable load (in kW)
- 6.2 BED shall provide the Customer with the following BED contact information:
- Contact name
  - Mailing address
  - Telephone number

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

For further information, see BED's Operating Guidelines