

**CONCORD MUNICIPAL LIGHT PLANT
ELECTRIC RATE SCHEDULES**

RATE PAL
PRIVATE AREA LIGHTING

Mass DPU No. 296
Replaces Mass DPU No. 278

Effective: July 1, 2010

The Concord Municipal Light Plant (the "**CMLP**") shall charge and collect for outdoor lighting and floodlighting service for private property under this rate schedule. The Underground Utilities Charge, the Energy Conservation Services Charge and the CMLP Rules and Regulations are incorporated by reference as a part of this rate schedule.

Availability

This rate schedule is available throughout the entire territory served by the CMLP Electric System (the "**CMLP System**").

Applicability

This rate schedule is applicable to year-round private outdoor lighting service. Lighting fixtures and service to be provided pursuant to this rate schedule shall be at locations that are easily and economically accessible to the CMLP equipment and personnel for construction and maintenance. Lamps will be operated approximately 4,300 hours per year per lamp from dusk to dawn as controlled by photoelectric devices.

Monthly Rate

<u>Flood Light</u>	<u>Nominal Lumens</u>	<u>Price per Lamp</u>
175 Watt Metal Halide	14,000	\$24.00
250 Watt Metal Halide	20,000	\$27.00

Special Installation Charge:

Pole Set Charge	\$4.00 per month
Overhead Wiring Charge	\$5.00 per 100 feet per month
Underground Wiring Charge	\$4.00 per 100 feet per month

The amount computed at the Monthly Rate shall be subject to taxes, assessments or surcharges imposed by any governmental authority which is assessed on the basis of revenues from electric service or volumes of electricity purchased or sold by the CMLP.

Terms

The Monthly Rates are net and bills are due on presentation. Bills will be rendered either monthly, bi-monthly or annually, at the sole discretion of the CMLP.

Effective Date:

This rate schedule is effective for all bills issued on or after the effective date shown above.

Interruption of Service

The CMLP will make reasonable provisions to insure satisfactory and continuous service, but does not guarantee a continuous supply of electric power and energy from the CMLP System facilities and shall not be liable for damage occasioned by interruptions of service or failure to commence delivery caused by acts of God, or the public enemy, or for any cause reasonably beyond the control of the CMLP, including, but not limited to, the failure or breakdown of facilities, floods, fire, strikes, or actions or orders of any agency having jurisdiction in the premises, or for interruptions which are necessary for inspection, repair, or changes in the equipment and facilities of the CMLP or the bulk power suppliers) to the CMLP System.

The Customer shall notify the CMLP immediately of any defects, troubles or accident which may in any way affect the delivery of electric service by the CMLP from the CMLP System.

General Conditions:

The CMLP will furnish, operate and maintain the facilities required for service under this rate schedule. The customer is solely responsible for notifying the CMLP of any required repairs or maintenance including lamp replacements. Service and necessary maintenance will be performed only during regularly scheduled working hours. No reduction in billing will be allowed for lamp outages.

Service at locations where existing CMLP System poles and facilities are not available will be made at the discretion of the CMLP and at the Special Installation Charges, to recover the cost of installing poles and conductors and to recover increased cost of maintenance.

When the customer elects to put the wiring underground, the customer is responsible for having the trench and conduit installed.

The above monthly rates include the cost of energy. No lights will be installed under this rate where the electricity passes through the customer's meter.

Special Conditions:

The following conditions shall apply to all facilities installed by the CMLP under the rate schedule:

1. The cost of repairing facilities damaged by acts of vandalism shall be billed to the Customer at actual cost to the CMLP including all appropriate overhead costs.
2. The CMLP shall, at the request of the Customer, relocate or change existing equipment and the Customer shall reimburse the CMLP for any and all such relocation's or changes at the CMLP's actual costs including all appropriate overhead costs.
3. Extensions of any lighting facilities will be made by the CMLP only where, in the sole opinion of the CMLP, the annual revenues justify the estimated costs including all appropriate overhead costs.
4. New private area lighting facilities shall be of a form and substance consistent with the CMLP's approved standard configuration for private area lighting at the time of the Customer's application for service. Where a non-standard lighting configuration is requested by the Customer and agreed to by CMLP, all maintenance and replacement costs shall be paid by the Customer.

Term of Contract:

A Customer requesting service under this rate schedule will be required to complete an application and agree to an initial minimum term of two (2) years.

If service is terminated within the initial two (2) years, the balance owed for the remaining contract time will become due and payable.

After the initial two (2) years, service under this rate schedule is subject to termination at any time upon the CMLP's receipt of written notice from the Customer, subject to the provisions of the Rules and Regulations for Electric Service.