

**CONCORD MUNICIPAL LIGHT PLANT
ELECTRIC RATE SCHEDULES**

RATE RSL
PRIVATE RENTAL OF PUBLIC STREET LIGHTING
(ADOPT-A-LIGHT)

Mass DPU No. 295
New Schedule

Effective: July 1, 2010

The Concord Municipal Light Plant (the "**CMLP**") shall charge and collect for private rental of public street lighting service 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 public street lighting service. Lighting fixtures and service to be provided pursuant to this rate schedule shall be on existing wood poles in the public right-of-way. Lamps will be operated approximately 4,300 hours per year per lamp from dusk to dawn as controlled by photoelectric devices.

Monthly Rate

Each street light fixture: \$17.00

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 are due on presentation. Charges under this rate will appear with charges for electric service rendered under another CMLP rate such as Residential or General Service. Charges will be calculated to match the billing term of that other rate.

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 not be provided. Poles for service under this rate will not be installed in areas designated as underground. If an area is converted from overhead to underground and a pole containing an Adopt-a-Light is removed, service under this rate will be terminated effective with the next billing cycle.

The above monthly rate includes 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. Lighting facilities available under this rate shall be a 50 watt metal halide cobra head fixture with mounting arm and photo control.
3. If two or more customers want to share the cost of lighting under this rate, it is the responsibility of one of those customers to collect from the others. The CMLP shall render charges to only one (1) customer account.
4. The CMLP shall, at the request of the Customer, relocate existing equipment and the Customer shall reimburse the CMLP for the relocation at the CMLP's actual costs including all appropriate overhead costs.

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.