

CONCORD MUNICIPAL LIGHT PLANT

TERMS AND CONDITIONS

FOR ELECTRIC SERVICE

**1175 Elm Street
P. O. Box 1029
Concord, MA 01742-1029**

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APPLICATION FOR SERVICE –

Each prospective Customer desiring electric service shall be required to make application at the office of the Concord Municipal Light Plant (CMLP), 1175 Elm Street, Concord, MA 01742 between the hours of 8 AM and 4:30 PM, Monday through Friday, excluding holidays. Service will only be offered after all the pertinent information and security deposit has been received from the applicant.

ELECTRIC SECURITY DEPOSIT

Under Massachusetts General Laws Chapter 164, Section 58A, the CMLP is allowed to collect from any customer an advance deposit sufficient to secure the payment for electricity for three months. As thus permitted, it is the policy of the CMLP to collect a deposit for all customers (property owners and tenants) provided electricity before service will be activated.

Amount

Residential customers (tenants only) provided electricity, calculated in an amount equal to three (3) months' average usage **but in no case less than \$200.00**. This amount will be based on the previous (12) month consumption for the premises in question, if available, or will be estimated by CMLP.

Business customers (property owners and tenants) provided electricity, calculated in an amount equal to three (3) months' average usage **but in no case less than \$480.00**. This amount will be based on the previous (12) month consumption for the premises in question, if available, or will be estimated by CMLP.

Contractor customers for both temporary and permanent service provided electricity, in the amount of **\$480.00**.

If the customer has multiple accounts, a separate deposit will be required for each account.

Security deposit amounts are reviewed periodically and may be adjusted if there is a substantial change.

Exceptions

Rates included: all Residential Accounts

- Recorded owner of property is identical to the service account holder; residential property owners are not subject to deposit.
- Existing customer with excellent payment history for the previous 12 months (no arrears).
- New customers who provide a reference letter from their previous electric utility certifying no late payments for the last 2 years immediately prior to applying for electric service with CMLP.

Rates included: Municipal (G-1M, G-2M, & G-3M)

- No deposits are required for **Municipal Accounts**

Rates included: G1, G2, & G3 Business Accounts

- Business Customers also have the option of providing an irrevocable Standby Letter of Credit from their bank in lieu of a deposit. The bank letter of credit must be irrevocable for the period of electric service and state that payment must be surrendered to CMLP upon demand.

Interest

Interest on the deposit shall be credited annually to the Customer's account for the calendar year. The interest rate is determined by the Commonwealth of Massachusetts, Interest Rates for Security Deposits - Municipal Light Plants, Chapter 164, Section 58. Deposits that are refunded or applied prior to six months are not entitled to earn interest.

Security Deposit Return

Residential

A residential customer can request that CMLP review their account for return of deposits after twenty-four (24) months. Accounts with a payment history satisfactory to CMLP can have their deposit, including all accrued interest, credited to the account balance.

If an account has not met the payment criteria for twenty-four (24) months, the associated deposit will be held until the payment history, as determined by CMLP, is satisfactory or service is terminated. If service is terminated before the deposit is returned, CMLP will apply deposit and interest against any unpaid balance and refund the difference.

Business

Security Deposit will remain on Customer's account as long as account is active. Security deposit will be returned with interest after account is closed and all arrears to CMLP are paid in full.

Contractor

Security Deposit will remain on Customer's account as long as account is active. Security deposit will be returned with interest after account is closed and all arrears to CMLP are paid in full.

Deposit Arrears

Any deposit that is not paid when due will cause the service to be subject to termination or not be connected, whichever is appropriate. In the event that service is disconnected, it will not be restored until the deposit plus the charge to cover the cost of disconnecting reconnecting the service are paid in full.

Payments against account balances are applied to the deposit requirement first. Should deposit be outstanding and payment received does not cover both deposit requirement (in full) and service charges account will be considered in arrears and risk collection processing procedures to include but not limited to service termination.

Increases in Deposit

In the event that a customer's actual bill is significantly higher than the original estimate, such that the deposit is no longer adequate, the CMLP reserves the right to increase the deposit. The Customer will be notified by letter of any additional deposit required and will be given up to 90 days to make payment. In the event that the CMLP does not receive said payment the CMLP reserves the right to terminate service. An adjustment to the deposit will not be made more often than twice in any one calendar year.

BILLING -

Bills shall be calculated using the approved Rate Schedule for service provided by the CMLP. Bills will be rendered monthly and shall be paid at the office of the CMLP or at other locations designated by the CMLP. Failure to receive the bill will not release the Customer from payment obligation. The due date for payment of the bill for all classes of Customers will be 25 days from the date of the bill. Payments on non-residential accounts made after the due date will be subject to a late payment charge. The late payment charges will be computed per month on the unpaid portion of the bill at a monthly and annual rate as set by the Massachusetts Department of Public Utilities 220 CMR 26.00. If the due date falls on Saturday, Sunday, or any holidays that the CMLP observes, the next business day following will become the due date. If remittance is made by mail, the postmark will become the date of payment. For all checks returned for insufficient funds, a charge may be made to the Customer for each check returned (see Appendix A).

Billing Adjusted To Standard Periods

The charges set forth in the rate schedules are based on billing periods of approximately one month. In the case of the first billing of new accounts (temporary service and other seasonal Customers excepted) and final billings of all accounts (temporary service excepted) where the period covered by the billing involves fractions of a month, the demand charges, other charges designed primarily to recover fixed costs, and the Customer charges under the applicable Rate Schedule will be adjusted to a basis proportionate with the period of time during which service was provided.

Termination Of Service

All bills rendered are due and payable upon presentation and are considered to be delinquent forty-five days after issue. Any bill that is not paid within the time allowed will cause the service to be subject to termination.

Any customer whose service is disconnected for non- payment may be required to give the CMLP a deposit in accordance with these Term and Conditions.

Once service has been disconnected for non-payment, the customer must make arrangements for payment before service will be restored. If such arrangements are made by noon Monday through Friday, the CMLP will attempt to restore service the same day; otherwise restoration will be the following day (Tuesday through Saturday) unless the customer agrees to pay an additional charge for special service.

Whenever a service has been disconnected for more than 24 hours, the customer or a designated representative or agent must be present at the time service is reconnected, in the event of problems internal to the service location, e.g. frozen pipes or problems with appliances.

If payment of the electric bill has not been received by the CMLP on or before the due date of the bill, a second notice will be mailed to the Customer at least seven calendar days prior to the scheduled date of termination. If a Customer does not make payment or notify the CMLP of a dispute over the bill by the date of termination, the CMLP will proceed on schedule with termination. The CMLP employee carrying out the termination procedure will attempt, before disconnecting service, to contact the Customer at the premises in a final effort to allow customer to make payment **at the CMLP facility** and avoid termination. Termination will not be made on any day prior to a day when the CMLP's office is scheduled to be closed.

Electric Service Reconnection And Disconnection Fees -

For Non-Payment

The reconnection fee due to a termination of service for nonpayment will be as set forth in Appendix A.

Seasonal

Seasonal disconnects and reconnects requested by the customer will be charged as set forth in Appendix A. The fee will be charged for each visit to the premises. The disconnect fee must be paid before service will be reconnected.

The customer is solely responsible for notifying the CMLP as to the disconnect and reconnect dates and any resultant electrical usage.

Budget Billing Plan

BUDGET refers to both *Equal Billing* (no arrears) or *Payment Plan* to spread out arrear payments over a period of time as well as make *expected* current payments by paying the same amount each billing cycle while allowing customer to stay current. If customer is using more or less energy than estimated, at the end of the year they will receive a credit if overpaid, or a bill if underpaid. By the end of the year, they will have been billed for the actual amount used.

Eligibility

Equal Billing

A Customer must be a homeowner and have a good credit rating for electric service in the Town of Concord for at least one year prior to converting to the Plan. Renewed each January.

Payment Plan

A Customer cannot owe deposit or Broadband charges. Payment Plans are for Electric service charges only. Not available for Broadband customers. Renewed each January.

Adjustments

CMLP will review all Budget Plans in January and send notification to customer of renewal amount or termination of plan. The Customer then has the option of mutually agreeing to a change in the Budget Plan amount or discontinuing the Budget Plan entirely. If the plan is discontinued, any amount by which the actual cost, as of the most recent bill, exceeds the cost paid under the Budget Plan becomes due and payable on the next regular bill.

The Customer also has the option of initiating a change in the Budget Plan. Upon notification, if CMLP agrees with the desired change, CMLP will prepare the required change form for the Customer's signature.

Termination

If the Customer does not pay the Budget Plan amount by the stated due date, CMLP may terminate the Budget Plan and depending on circumstances, terminate electric service in accordance with these Terms and Conditions.

DISCONTINUANCE OR REFUSAL OF SERVICE FOR REASONS OTHER THAN NON-PAYMENT -

The CMLP may refuse to connect service or may discontinue service for the violation of any of its Rules and Regulations, Schedule of Rates and Charges, or any contract between the CMLP and the Customer. In addition, the CMLP may discontinue electric service for the following reasons:

- A. In the event of a Customer's use of equipment in such a manner so as to adversely affect the facilities/equipment of the CMLP or its service to others;
- B. In the event of tampering with equipment furnished and owned by the CMLP;
- C. In the event of energy theft or any unauthorized use;
- D. In the event of a condition determined by the CMLP to be hazardous;
- E. In the event the Customer does not provide and maintain for the CMLP an unobstructed access to its equipment.

INFORMATION TO CUSTOMERS -

The CMLP shall inform Customers about rates and service policies by making such information available upon application for service, on its' web site and at any other time upon request. The CMLP, upon request, shall provide a statement of the monthly consumption for the prior twelve (12) months if it is reasonably ascertainable. The CMLP, as it determines appropriate, shall utilize channels such as mail, email, web site, newspapers, radio, and/or public meetings to communicate any changes in its rates or service policies.

It is the responsibility of the customer to insure they are being billed under the proper rate and the CMLP, upon request, will assist in this evaluation. Any rate schedule changes resulting from these evaluations, will become effective for billing purposes on the date the Customer first notified the CMLP. In the case of incorrect billings due to other circumstances such as incorrect metering, meter readings, meter constants or similar issues, changes will be calculated back to the time of occurrence, or a maximum of five (5) years.

METER TESTS –

The CMLP will, at its expense, make periodical tests and inspections of its meters in order to maintain a high standard of accuracy. The CMLP will make additional tests or inspections of its meters at the request of the Customer. If tests made at the Customer's request show that the meter is accurate within two percent (2%), slow or fast, no adjustment will be made in the Customer's bill. If the test shows the meter to be in excess of two percent (2%) fast or slow, an adjustment shall be made in the Customer's bill. CMLP normally will test a given meter once each year at the Customer's request and it's expense. More frequent requests may be at the Customer's expense.

TERMINATION OF CONTRACT BY CUSTOMER –

Customers who have fulfilled their contract terms and wish to discontinue service must give written notice to that effect, unless the contract specifies otherwise. Notice to discontinue service prior to expiration of contract term will not relieve the Customer from any minimum or guaranteed payment under any contract or rate.

RIGHT OF ACCESS TO CUSTOMER'S PREMISES -

CMLP's identified employees shall have access to the Customer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, or exchanging any or all equipment belonging to the CMLP. In addition, it is the Customer's responsibility to insure that access to this equipment is not impaired or blocked.

CUSTOMER'S RESPONSIBILITY FOR CMLP'S PROPERTY -

All meters, service connections, wires, transformers and other equipment furnished by the CMLP shall be, and remain, the property of the CMLP. Customers shall provide space for and exercise proper care to protect the property of the CMLP on its premises, and, in the event of loss or damage to CMLP's property arising from neglect by the Customer, the cost of the necessary repairs or replacements shall be paid by the Customer.

Note: Missing meters will be billed to the Customer, or their agent, in the amount of (see Appendix A) plus the cost of the meter to cover administrative, equipment, and installation costs.

VOLTAGE FLUCTUATIONS CAUSED BY THE CUSTOMER -

Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to the CMLP system. The CMLP may require the Customer, at their expense, to install suitable apparatus to reasonably limit such fluctuations.

INTERRUPTION OF SERVICE -

The CMLP will use reasonable diligence in supplying electrical service, but shall not be liable for breach of contract in the event of, or for loss, injury, or damage to persons or property resulting from, interruptions in service, excessive or inadequate voltage, single-phasing, or otherwise unsatisfactory service, whether or not caused by negligence.

DAMAGE TO CUSTOMER'S PROPERTY-

It is important to understand that public utilities are not considered liable for damages caused to customer property, appliances and the like, resulting from distribution system disruptions, regardless of the reason, unless the utility is found to be directly negligent.

Normal distribution failures caused by equipment malfunctions that are weather related, caused by third parties, or the result of undetectable degradation over time are not considered the fault of the utility and, in fact, beyond their control.

With the preceding in mind, the policy of the CMLP regarding damage caused to residential customer's equipment as the result of disturbances on the CMLP distribution system is stated as follows:

- A. If damage to a customer's property is the direct result of some negligent action by the CMLP or one of its employees or agents, the CMLP will reimburse the customer for all reasonable costs incurred.
- B. If damage to a customer's property is the direct result of some action not taken by the CMLP when it was aware of a potential problem, the CMLP will reimburse the customer for all reasonable costs incurred.
- C. The CMLP will not be responsible for any damage caused by lightning or other acts of God.
- D. If damage to a customer's property occurs as a result of some circumstance not covered above, the CMLP may reimburse the customer for any deductible portion of the losses incurred not covered by the customer's insurance upon receipt of documentation.

SHORTAGE OF ELECTRICITY –

In the event of any emergency or other condition causing a shortage in the amount of electricity required by the CMLP to meet the demand on its system, the CMLP may, by an allocation method deemed equitable by the CMLP, fix the amount of electricity to be made available for use by the Customer and/or may otherwise restrict the time during which Customers may make use of electricity and the uses which Customers may make of electricity. If such actions become necessary, Customers may request a variance because of unusual circumstances including

matters adversely affecting the public health, safety and welfare. If Customers fail to comply with such allocations or restrictions, the CMLP may take such remedial actions as it deems appropriate under the circumstances including temporarily disconnecting electric service and/or charging additional amounts because of the excess use of electricity. The provisions of these Terms and Conditions dealing with Interruption of Service are applicable to any such allocation or restriction.

NOTICE OF TROUBLE -

The Customer shall notify the CMLP immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of electricity. Such notices, if verbal, should be confirmed in writing.

STANDBY AND RESALE SERVICE -

All purchased services (other than emergency or standby electric service) used on the premises of the Customer shall be supplied exclusively by the CMLP, and the Customer shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the services or any part thereof.

The following general requirements apply to Customer generating facilities designed to operate directly connected to the CMLP's electrical system (parallel operation) and those which are designed to operate isolated from the CMLP's system (non-parallel operation). Requirements and specifications for various types and sized of Customer facilities shall be obtained from the CMLP prior to installation.

Standby generation (non-parallel operation) may be installed by the Customer to supply all or part of the load in the event of a service interruption. The Customer's wiring shall be arranged so as to prohibit the interconnection of the CMLP's service and the Customer's alternative source of supply. This will require the installation of a double-throw, break before make, switch or its equivalent as approved by the CMLP.

NOTE: Precautions must be taken where alternative means of generation are employed, whether emergency or otherwise, to eliminate the possibility of electrical connections between the CMLP's service and the Customer's alternate source of supply (e.g., truck docks, etc.). The Customer must notify the CMLP and provide electrical details of the generator installation and isolation from the CMLP system.

Standby generation (parallel operation) requires notification of CMLP before installation begins. Prior to the installation of any auxiliary generator facilities (e.g., wind turbine, solar panels, etc.), the Customer must notify the CMLP to provide interconnection details and to obtain approval for the facility's protective and synchronizing equipment arrangements.

SALE OF CUSTOMER GENERATED ELECTRICITY TO CMLP –

The CMLP will purchase electrical energy from Customer owned and operated generating facilities provided the interconnection(s) is (are) acceptable to the CMLP, the Customer has reimbursed CMLP for any costs associated with the interconnection, the purchase of the energy will not have any adverse effect on existing or future CMLP power supply contracts and the Customer has duly signed the CMLP Power Purchase Agreement.

The compensation provided by the CMLP for any power purchased from the Customer will depend on the size of the load and may also depend on the CMLP's avoided costs associated with the energy provided.

POINT OF DELIVERY -

The point of delivery is the point, as designated by the CMLP, on the Customer's premises where current is to be delivered to building or premises. All wiring and equipment beyond this point of delivery shall be provided and maintained by the Customer at no expense to the CMLP.

CUSTOMER WIRING STANDARDS -

All Customer wiring, including broadband, must conform to the National Electrical Safety Code and the National Electrical Code. By establishing service to the Customer, the CMLP makes no warranty or representation of any kind that the Customer's facilities and wiring conform to any such requirements, standards, or the National Electrical Code.

DIG SAFE-

State laws require anyone who digs to notify utility companies before starting as digging can be dangerous and costly without knowing where underground facilities are located.

Before any excavation begins, call Dig Safe at 888-DIG-SAFE to obtain information about the existing underground facilities in any specific area.

AVAILABILITY AND CHARACTER OF ELECTRIC SERVICE -

The availability of service and the equipment to be used in providing it shall be determined by the CMLP before electrical plans for service connections are finalized. An Aid-To-Construction payment may be required for facilities the CMLP installs in excess of what is normally required for service to a Customer as governed by these Terms and Conditions. The CMLP shall advise the Customer of the available phase and voltage for that service.

Normally, only one alternating current service will be installed to a building. Two or more services may also be installed at the option of CMLP when approved by the authority having jurisdiction in order to provide suitable capacity, to supply special loads or to meet unusual conditions.

The Customer shall be responsible for operation, maintenance, replacement and renewal expenses on all Customer owned equipment. The Customer shall permit the CMLP to trim trees including the removal of limbs, to the extent that such trimming shall be reasonably necessary to prevent interference with the CMLP's lines and equipment.

REQUIREMENTS FOR SCHEDULING SERVICE CONNECTIONS –

Application for Service (less than 200 amps, secondary voltage)

An "Application for Electric Service" for service entrance sizes of 200 amps and below and 600 volts or less must be received by the CMLP at least 14 calendar days before final inspection by

the Concord Wiring Inspector if primary distribution facilities are in place and 45 calendar days if primary distribution facilities must be extended.

Application for Service (between 200 and 1,000 amps, secondary voltage)

An "Application for Electric Service" for service entrance sizes larger than 200 amps and no larger than 1,000 amps and 600 volts or less must be received by the CMLP at least 45 calendar days prior to final inspection by the appropriate Electric Code Agency. Three-phase services may require notification six (6) months in advance due to equipment lead times.

Application for Service (greater than 1,000 amps or primary voltage)

An "Application for Electric Service" for service entrance sizes larger than 1,000 amps and any primary metered service (greater than 600 volts) must be received by the CMLP at least six (6) months in advance. The electrical connection date will be subject to the availability of the transformer(s) and other equipment needed and having sufficient time to schedule and complete the work required (in some cases, this can be 6 months or longer).

Application for Pole Attachments

Applications for pole attachments will be processed on a case by case basis. After approval by the CMLP, all necessary work required by the CMLP to accommodate the request will be paid for in advance of construction based on an estimate by the CMLP subject to a true up upon completion.

A pole attachment fee (see Appendix A) will be assessed annually for the installation.

LINE EXTENSION POLICY–

General

For new services in existing overhead areas, it shall be the policy of the CMLP to encourage the installation of underground services from the public way. In areas without existing electrical distribution, all new Customer electrical services and public way distribution line extensions will be underground. This policy supports the mandate from the citizens of Concord to prohibit the further expansion of the overhead, electrical distribution system and to eventually place all existing overhead wires underground.

Overhead Distribution Areas In Concord

New Secondary Service from a Pole in the Public Way

The Customer will install the standpipe, service conduit and service cable from the pole top to the line side of the meter at their expense.

The CMLP will make the pole top connection and will maintain the service cable, standpipe and conduit if installed to CMLP specifications.

Upon completion, the CMLP will rebate residential Customers towards their cost of the conduit and cable installation (see Appendix A).

New Primary Service From a Pole in the Public Way

The Customer will install the standpipe, primary and secondary conduits and the last section of secondary cable (service cable), from either the transformer or the last hand hole, to the line side of the meter at their expense.

The CMLP will make the pole top connection and will install, operate, maintain and own the primary and secondary cable, except the service cable. The CMLP will also maintain the service cable and primary and secondary conduits if installed to CMLP specifications. The CMLP will install and own the transformer(s) at its' expense.

Note: If the CMLP distribution poles are located on the opposite side of the street, the CMLP will set a pole on the Customer's side of the street and on the Customer's property at the Customer's expense.

Underground Distribution Areas In Concord

Underground Service to Newly Constructed, Individual, Single Family Dwellings

The CMLP will install the primary conductors and conduits required in the public way at the Customer's expense. The CMLP will own the primary conductors and conduits and provide maintenance at the CMLP's expense.

The CMLP will install the primary conductors on private property up to the transformer(s) at the Customer's expense. The CMLP will install secondary conductors up to the last hand hole or two (2) feet inside the property line at the Customer's expense and the CMLP will thereafter operate, maintain, and own the primary conductors at its' expense provided an easement is obtained from the Customer. The CMLP will install and own the transformer(s) at its expense.

The Customer will supply, install and maintain the primary conduit and the secondary conduit. However, the CMLP will maintain the primary and secondary conduit if installed to the specifications of, and approved by, the CMLP. Depending on the application, the Customer will also supply and install secondary cable (service cable) on private property from either the last hand hole, two feet inside the property line or from the transformer to the line side of the meter. If this service cable is installed to the specifications of, and approved by, the CMLP then the CMLP will accept the future maintenance responsibility.

The CMLP will rebate the customer (see Appendix A) towards their cost of the conduit and cable installation.

Underground Service to Newly Constructed Single Family Dwellings Which are Part of a Development

The CMLP will install the primary conductors required in the public way outside the development at the Developer's expense. The CMLP will install the primary conductors required for roadways within the development at the Developer's expense. The CMLP will thereafter own, operate, and provide maintenance at its' expense provided the CMLP is given an easement.

The CMLP will install the primary conductors on private property up to the transformer(s). The cost of installing the primary conductors on private property will be borne by the developer/customer. The CMLP will install and own the transformer(s) at its' expense.

The Developer will supply, install, maintain and own the primary conduit in the public way and the primary conduit and the secondary conduit and cable within the development. However, the CMLP will maintain the primary and secondary conduit if installed to the specifications of, and approved by, the CMLP and the CMLP is granted an easement.

Depending on the application, the Developer will also supply and install service cable on private property from the last hand hole, two feet inside the property line or from the transformer to the line side of the meter. If this cable is installed to the specifications of, and approved by, the CMLP then CMLP will accept the future maintenance responsibility provided an easement is granted.

Underground Service to Newly Constructed Multi-Family Dwellings, Condominiums, and Commercial Buildings

The CMLP will install, operate, maintain and own, at the Developer's expense, the primary conductors required in the public way. The CMLP will install the primary conductors on private property up to the transformer(s) at the owner's expense and the CMLP will thereafter operate, maintain and own the primary conductors at its' expense provided the CMLP receives an easement for the installation. In addition, the CMLP will install and own the transformer(s) at its' expense.

NOTE: Private property transformer vaults are not allowed on the CMLP system.

The Customer will supply, install, maintain and own the primary conduit and the secondary conduit on private property and in the public way. However, the CMLP will maintain the primary and secondary conduit if installed to the specifications of, and approved by, the CMLP and an easement is granted.

The Customer will also install the service cable on private property from the last hand hole, two feet inside the property line or from the transformer to the line side of the meter. If the service cable is installed to the specifications of, and approved by, the CMLP and an easement is granted, the CMLP will accept the future maintenance responsibility.

Conversions To Underground Service

Conversion of Existing Overhead Secondary House Services to Underground

Please see the section herein entitled "Overhead Distribution Areas in Concord."

CMLP Street Conversion Projects

In areas where the CMLP is converting the entire overhead distribution system to underground, the CMLP will supply, install, own and maintain all conduit, cable and other equipment for the new underground service to the line side of the meter provided an easement for the construction (except for the service cable) is received from the owner.

Customer Requests for the Conversion of Existing Street, Overhead Facilities to Underground and/or Relocation of Existing Overhead and Underground Facilities

Public and private groups or individuals requesting existing street, overhead facilities to be placed underground or requesting the relocation of existing overhead or underground facilities will be required to pay the full cost. Payment for the work in question will be required in advance of construction based on an estimate by the CMLP subject to a true up upon completion.

Primary Metered Service-Overhead

If overhead service is available, all costs associated with providing service on private property, except the primary metering, disconnect equipment, enclosures and the transformer(s), will be at the customer's expense. The CMLP will install the primary cable and the Customer will install all secondary and service cable.

The CMLP will maintain all cable on private property if construction is to CMLP specifications and the Customer provides the appropriate easements. In addition, the CMLP will assume ownership and maintenance of the Customer's switchgear (if required) provided it meets the specifications of the CMLP. The CMLP will also provide and maintain the transformer(s).

Primary Metered Service-Underground

All costs associated with providing service on private property, except the primary metering, disconnect equipment, enclosures and transformer(s), will be at the customer's expense. The CMLP will install the primary cable and the Customer will install all secondary and service cable.

The CMLP will maintain all cable on private property if construction is to CMLP specifications and the Customer provides the appropriate easements. In addition, the CMLP will assume ownership and maintenance of the Customer's switchgear (if required) provided it meets the specifications of the CMLP. The CMLP will also maintain the transformer(s).

Additional Considerations

Three-Phase Service

Three-phase will be available provided that the CMLP has three-phase facilities in the proximate area. However, requests for three-phase service to serve loads with infrequent use and minimal revenues, such as elevators, fire pumps and the like, will result in a customer contribution to cover the cost of the line extension. The cost, as determined by the CMLP, will either be the incremental cost of providing three-phase service as compared to single-phase service or the entire cost of the three-phase service.

Transformer Ownership and Maintenance

It is the long term goal of the CMLP that all transformers on the CMLP system will be owned and maintained by the CMLP. It is the experience of the CMLP that this alternative to Customer ownership and maintenance eliminates all confusion and delineation of responsibility for repair, maintenance and inventory especially during emergency situations. All new service installations will comply with this policy. Existing installations not in

compliance with the above will be treated on a case by case basis under the general guidelines that existing equipment will be in acceptable condition, in the sole judgement of the CMLP, before the CMLP will accept transfer.

Note: The location of transformers and their on going accessibility to CMLP personnel is an absolute necessity if the CMLP is to provide timely and professional service.

Switchgear Ownership and Maintenance

It is the long term goal of the CMLP that all switchgear on the CMLP system will be owned and maintained by the CMLP at it's expense. It is the experience of the CMLP that this alternative to Customer ownership and maintenance eliminates all confusion and delineation of responsibility for repair, maintenance and inventory; especially during emergency situations. All new service installations involving switchgear will comply with this policy.

Existing installations not in compliance with the above will be treated on a case by case basis under the general guidelines that existing equipment will be in acceptable condition, in the sole judgement of the CMLP, before the CMLP will accept transfer.

Easements

The Customer, without expense to the CMLP, shall provide all private property easements necessary to furnish service to the Customer. If an easement is not granted within three (3) months of the CMLP completing the service, all future maintenance will be performed at the Customer's expense.

Final Electrical Inspection

The CMLP will proceed with the connection of a service entrance as soon as practical after final inspection notice from the Concord Wiring Inspector is received, provided specified requirements are met by the final inspection date. These requirements include but are not limited to: the above lead times, filing of easements, establishment of final grade, removal of all obstacles (fences, brick/wood/dirt piles, retaining wall, underground obstructions, etc.), installation of the required conduit, transformer pad and other items as deemed necessary by the CMLP.

Grade Changes

The property owner shall be liable to the CMLP for all costs incurred in the relocation and repair of CMLP overhead and underground facilities necessitated by grade changes on the property.

Customer Revenue Guarantee or Cost Contribution

The CMLP reserves the right to reject any application for electric service if the nature of the service applied for is such that the estimated income from the service will be insufficient to provide a reasonable return to the CMLP. The remedy is normally a cash payment by the Customer to the CMLP, as determined by the CMLP, before the start of construction in an amount sufficient to meet the reasonable return requirements.

ADDITIONAL ELECTRICAL LOAD TO AN EXISTING SERVICE-

The service connection, transformers, meters, and equipment supplied by the CMLP for each Customer have finite capacity, and no addition to the equipment or load connected thereto will

be allowed except by consent of the CMLP. Failure to give notice of additions or changes in load, and to obtain CMLP's written consent for same, shall render the Customer liable for any damage to any of CMLP's lines or equipment caused by the additional or changed installation.

NON STANDARD SERVICE –

The Customer shall pay the cost of any special installation necessary to meet his peculiar requirements for service at other than standard voltages, or for the supply of closer voltage regulation than required by standard practice.

TEMPORARY SERVICE –

A standard installation charge, or hook up fee, will be made for each temporary overhead or underground single phase service connection consisting only of service wires and a self contained meter. When more than the above is required to provide the requested temporary service, the Customer shall pay for all work done by the CMLP in completing, and removing, the temporary extension of existing electric lines and facilities needed to provide the temporary service requested. The temporary extension charge will be a non-recoverable charge and payable in advance of any construction (see Appendix A). It should be noted that the above fee is in addition to the deposit fee mentioned herein under Electric Deposits.

Conversion to Permanent Service - When the temporary service is for a building contractor and service may be furnished later on a permanent basis, material in the temporary service may be used in the permanent connection. Any material and associated labor used in the permanent connection will not be considered in determining the installation charge for the temporary service.

UNAUTHORIZED USE OF ELECTRICITY-

Whenever the CMLP determines unauthorized use of electricity by a customer, the CMLP may make such changes in its meters or other equipment on said Customer premises or take such other corrective action as may be appropriate to ensure the safety and security of the general public, the equipment and its installation under the circumstances. The CMLP shall have the right, when an unauthorized use of electricity has occurred, to assess reasonable estimated electric demand, if applicable, and energy charges back to the beginning of the unauthorized use, as well as all costs incurred in correcting the condition. The CMLP may require full payment of all charges and costs prior to re-energizing. Nothing in this paragraph shall be deemed to constitute a waiver of any other rights of redress which may be available to the CMLP or to limit in any way any legal recourse which may be open to the CMLP under the M. G. L.

SCOPE -

This Schedule of Terms and Conditions for Electric Service is a part of all contracts for receiving electric service from the CMLP, whether the service is based upon contractual agreement, signed application, or otherwise. A copy of the CMLP's Schedule of Rates shall be kept open to inspection at the office of the CMLP.

REVISIONS -

These Terms and Conditions for Electric Service may be revised, amended, supplemented, or otherwise changed from time to time, without notice. Such changes, when effective, shall have the same force as the present Terms and Conditions for Electric Service.

APPENDIX A

CMLP PRICING/REBATE SCHEDULE

POLE ATTACHMENT FEES

Jointly Owned Poles	\$3.60 per year per attachment
Solely Owned Poles	\$7.20 per year per attachment

Fees will be billed once per year in late spring

PRIVATE PROPERTY POLE FEES

Private Pole fee will follow the advance for construction process. All requests will be referred to Engineering for an Advance for Construction letter. The average cost is about \$1,000 but the official number will be calculated based on a field assessment and communicated as a letter.

STREET BANNERS

(Note: After approval by the Town Manager's Office and Building Inspector)

Town of Concord	No Fee
Charitable, religious or educational	No Fee
All other entities	\$200 per banner

(Fee includes installation and removal)

SERVICE HOOK UP FEES DURING NON-BUSINESS HOURS

Fee will be based on time and materials plus overheads and provided upon request for work outside the normal business hours of 7 AM- 3:30 PM, Mon-Fri except holidays

RECONNECTION & DISCONNECTION FEES

Disconnection Administrative Fee	\$ 50.00
Account charged once truck dispatched with intent to disconnect service	
Reconnection Fee (at the meter)	
7:00 AM – 3:30 PM, Mon.- Fri. except weekends & holidays	\$ 50.00
3:30 PM – 7:00 AM, Mon.- Fri. except weekends & holidays	\$100.00
Weekends & Holidays	\$ 300.00
Reconnection Fee (at the pole)	
7:00 AM – 3:30 PM, Mon.- Fri. except weekends & holidays	\$ 125.00
3:30 PM – 7:00 AM, Mon.- Fri. except weekends & holidays	\$ 250.00

Weekends & holidays	\$ 300.00
Seasonal disconnects/reconnects	\$ 50.00 per visit to premises
Vacancy disconnects/reconnects	\$ 50.00 per visit to premises

METERS

Missing meter fee	\$150.00 plus cost of the meter
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TEMPORARY ELECTRIC SERVICE

Requires a one time, **non-refundable fee and a refundable security deposit** and must accompany the application. Service will be scheduled after CMLP receives approval from the Building/Inspections Wiring Inspector. The fee and deposit also cover switching from temporary service to permanent service after the Wiring Inspector gives final approval. Separate checks required.

Deposit fee	\$480.00 refundable
Installation fee (service wire/self contained meter.)	\$550.00 non-refundable
Installation fee if more than above	Price Quoted by CMLP

RESIDENTIAL UNDERGROUND SERVICE REBATE*

Secondary Service-customer installs standpipe, service conduit and service cable from pole top to line side of meter	\$500.00 incr. to \$20/ft w/ max of \$2000 eff 12/10/08
Primary/Secondary Service-customer installs	\$500.00 incr. to \$20/ftw/ max of \$2000 eff 12/10/08

primary and secondary conduit and service cable

* All work must be approved by CMLP and to their specifications.